



Sen. Bill Cunningham

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10300SB1879sam001

LRB103 25115 SPS 60561 a

1 AMENDMENT TO SENATE BILL 1879

2 AMENDMENT NO. _____. Amend Senate Bill 1879 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Public Utilities Act is amended by
5 changing Sections 16-115A and 16-122 as follows:

6 (220 ILCS 5/16-115A)

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

9 (a) An alternative retail electric supplier:

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

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

1 16-115;

2 (iii) by May 31, 2020 and every June 30 thereafter,
3 shall submit to the Commission and the Office of the
4 Attorney General the rates the retail electric supplier
5 charged to residential customers in the prior year,
6 including each distinct rate charged and whether the rate
7 was a fixed or variable rate, the basis for the variable
8 rate, and any fees charged in addition to the supply rate,
9 including monthly fees, flat fees, or other service
10 charges; and

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

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

22 (c) No alternative retail electric supplier, or electric
23 utility other than the electric utility in whose service area
24 a customer is located, shall (i) enter into or employ any
25 arrangements which have the effect of preventing a retail
26 customer with a maximum electrical demand of less than one

1 megawatt from having access to the services of the electric
2 utility in whose service area the customer is located or (ii)
3 charge retail customers for such access. This subsection shall
4 not be construed to prevent an arms-length agreement between a
5 supplier and a retail customer that sets a term of service,
6 notice period for terminating service and provisions governing
7 early termination through a tariff or contract as allowed by
8 Section 16-119.

9 (d) An alternative retail electric supplier that is
10 certified to serve residential or small commercial retail
11 customers shall not:

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

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

22 (3) warrant that it has a residential customer or
23 small commercial retail customer's express consent
24 agreement to access interval data as described in
25 subsection (b) of Section 16-122, unless the alternative
26 retail electric supplier has:

1 (A) disclosed to the consumer at the outset of the
2 offer that the alternative retail electric supplier
3 will access the consumer's interval data from the
4 consumer's utility with the consumer's express
5 agreement and the consumer's option to refuse to
6 provide express agreement to access the consumer's
7 interval data; and

8 (B) obtained the consumer's express agreement for
9 the alternative retail electric supplier to access the
10 consumer's interval data from the consumer's utility
11 in a separate letter of agency, a distinct response to
12 a third-party verification, or as a separate
13 affirmative consent during a recorded enrollment
14 initiated by the consumer. The disclosure by the
15 alternative retail electric supplier to the consumer
16 in this Section shall be conducted in, translated
17 into, and provided in a language in which the consumer
18 subject to the disclosure is able to understand and
19 communicate.

20 (4) release, sell, license, or otherwise disclose any
21 customer interval data obtained under Section 16-122 to
22 any third person except as provided for in Section 16-122
23 and paragraphs (1) through (4) of subsection (d-5) of
24 Section 2EE of the Consumer Fraud and Deceptive Business
25 Practices Act.

26 (e) An alternative retail electric supplier shall comply

1 with the following requirements with respect to the marketing,
2 offering and provision of products or services to residential
3 and small commercial retail customers:

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

1 "(Name of the alternative retail electric
2 supplier) is not the same entity as your electric
3 delivery company. You are not required to enroll with
4 (name of alternative retail electric supplier).
5 Beginning on (effective date), the electric supply
6 price to compare is (price in cents per kilowatt
7 hour). The electric utility electric supply price will
8 expire on (expiration date). The utility electric
9 supply price to compare does not include the purchased
10 electricity adjustment factor. For more information go
11 to the Illinois Commerce Commission's free website at
12 www.pluginillinois.org.".

13 If applicable, the statement shall also include the
14 following statement:

15 "The purchased electricity adjustment factor may
16 range between +.5 cents and -.5 cents per kilowatt
17 hour.".

18 This paragraph (i) does not apply to goodwill or
19 institutional advertising.

20 (ii) Before any customer is switched from another
21 supplier, the alternative retail electric supplier shall
22 give the customer written information that adequately
23 discloses, in plain language, the prices, terms and
24 conditions of the products and services being offered and
25 sold to the customer. This written information shall be
26 provided in a language in which the customer subject to

1 the marketing or solicitation is able to understand and
2 communicate, and the alternative retail electric supplier
3 shall not switch a customer who is unable to understand
4 and communicate in a language in which the marketing or
5 solicitation was conducted. The alternative retail
6 electric supplier shall comply with Section 2N of the
7 Consumer Fraud and Deceptive Business Practices Act.

8 (iii) An alternative retail electric supplier shall
9 provide documentation to the Commission and to customers
10 that substantiates any claims made by the alternative
11 retail electric supplier regarding the technologies and
12 fuel types used to generate the electricity offered or
13 sold to customers.

14 (iv) The alternative retail electric supplier shall
15 provide to the customer (1) itemized billing statements
16 that describe the products and services provided to the
17 customer and their prices, and (2) an additional
18 statement, at least annually, that adequately discloses
19 the average monthly prices, and the terms and conditions,
20 of the products and services sold to the customer.

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

1 communication is unable to understand and communicate in
2 the language in which the marketing or solicitation is
3 being conducted. An alternative retail electric supplier
4 shall comply with Section 2N of the Consumer Fraud and
5 Deceptive Business Practices Act.

6 (vi) Each alternative retail electric supplier shall
7 conduct training for individual representatives engaged in
8 in-person solicitation and telemarketing to residential
9 customers on behalf of that alternative retail electric
10 supplier prior to conducting any such solicitations on the
11 alternative retail electric supplier's behalf. Each
12 alternative retail electric supplier shall submit a copy
13 of its training material to the Commission on an annual
14 basis and the Commission shall have the right to review
15 and require updates to the material. After initial
16 training, each alternative retail electric supplier shall
17 be required to conduct refresher training for its
18 individual representatives every 6 months.

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

1 alternative retail electric supplier shall file the terms and
2 conditions of such service offering including the applicable
3 limitations with the Commission prior to making the service
4 offering available to customers.

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

16 (Source: P.A. 101-590, eff. 1-1-20; 102-459, eff. 8-20-21.)

17 (220 ILCS 5/16-122)

18 Sec. 16-122. Customer information.

19 (a) Upon the request of a retail customer, or a person who
20 presents verifiable authorization and is acting as the
21 customer's agent, and payment of a reasonable fee, electric
22 utilities shall provide to the customer or its authorized
23 agent the customer's billing and usage data.

24 (b) Upon request from any alternative retail electric
25 supplier and payment of a reasonable fee, an electric utility

1 serving retail customers in its service area shall make
2 available generic information concerning the usage, load shape
3 curve or other general characteristics of customers by rate
4 classification. Provided however, no customer specific
5 billing, usage or load shape data shall be provided under this
6 subsection unless authorization to provide such information is
7 provided by the customer pursuant to subsection (a) of this
8 Section.

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

18 (1) An electric utility serving more than 500,000
19 retail customers shall electronically transmit interval
20 meter usage data at the end of each monthly billing period
21 for each residential retail customer for which the
22 alternative retail electric supplier is providing electric
23 power and energy supply service, for which the alternative
24 retail electric supplier has requested such information,
25 and for which the electric utility meters the residential
26 customer using automated metering infrastructure

1 equipment. Such data transmission shall occur no later
2 than one business day after the electric utility serving
3 more than 500,000 retail customers validates the interval
4 meter usage data with the monthly billing period for such
5 residential retail customer through an electronic data
6 interchange or secure interface for which the alternative
7 retail electric supplier has requested such information
8 and upon payment of a reasonable and amortized fee to
9 recover the utility's prudently and reasonably incurred
10 costs, approved by the Commission after notice and
11 hearing, to provide this service. The interval meter usage
12 data shall be provided at a minimum on an hourly basis or
13 on a 30-minute basis. In addition, not later than the
14 following day, the electric utility shall provide
15 unverified interval data through an electronic data
16 interchange or secure interface for which the alternative
17 retail electric supplier has requested such information
18 and upon payment of a reasonable and amortized fee to
19 recover the utility's prudently and reasonably incurred
20 costs, approved by the Commission after notice and
21 hearing, to provide this service. The unverified interval
22 meter usage data shall be provided at a minimum on an
23 hourly basis or on a 30-minute basis. The same processes
24 shall apply for nonresidential retail customers.

25 (2) An electric utility serving more than 500,000
26 retail customers shall submit tariffs to the Commission

1 for approval within 120 days of the effective date of this
2 amendatory Act of the 103rd General Assembly to meet the
3 minimum requirements of paragraph (1) and provide such
4 services no later than June 1, 2025. The Commission shall
5 issue an order approving, or approving with modification
6 to ensure compliance with this Section, the tariff no
7 later than 240 days after such filing of the tariffs filed
8 as described in this Section.

9 (3) Nothing in this amendatory Act of the 103rd
10 General Assembly prohibits such utility proposing new
11 tariffs as described in Article IX to the extent such
12 tariffs are consistent with the requirements of this
13 amendatory Act of the 103rd General Assembly. Nothing in
14 this amendatory Act of the 103rd General Assembly shall
15 require such electric utility to alter its tariffs or
16 practices to the extent that they: (i) provide interval
17 data with shorter intervals; (ii) provide interval data
18 more frequently than monthly; or (iii) provide other
19 enhancements beyond the minimum standards required by
20 paragraph (1).

21 (4) An alternative retail electric supplier shall use
22 such interval meter usage data exclusively for the
23 development, marketing, and provision of current and
24 future products and services to enable such customers to
25 more easily and effectively manage their energy
26 consumption, including, but not limited to, time-of-use

1 pricing, demand response, energy efficiency or management,
2 beneficial electrification, on-site or community
3 generation, or any other electricity-related products or
4 services or customer billing or as otherwise authorized by
5 the Commission.

6 (5) An alternative retail electric supplier shall not
7 sell interval data obtained under this Section. An
8 alternative retail electric supplier shall not provide,
9 share, or otherwise disclose a consumer's interval meter
10 data obtained under this Section, except an alternative
11 retail electric supplier may license or disclose a
12 customer's interval meter data obtained under this Section
13 if the following conditions are met: (i) the license or
14 disclosure is made to an alternative retail electric
15 supplier's affiliate or a third party with which the
16 alternative retail electric supplier has a contract; (ii)
17 the disclosure of a customer's interval meter data is made
18 only to perform the following functions on behalf of the
19 alternative retail electric supplier: billing and
20 invoicing, administration of the product or service
21 provided to the customer, or pricing products and services
22 for the customer; and (iii) the alternative retail
23 electric supplier maintains responsibility for ensuring
24 that its affiliates and contracted third parties purge
25 such data upon termination of their contract, ownership,
26 affiliation, or license or other agreement, or to the

1 extent that the customer interval data is no longer
2 necessary for the affiliate or contracted third party to
3 perform the function for which the customer interval data
4 was provided. An alternative retail electric supplier may
5 not provide a customer's interval meter data obtained
6 under this Section to a sales agent, broker, or consultant
7 for the purpose of marketing to that specific customer. An
8 alternative retail electric supplier shall be strictly
9 liable under the Consumer Fraud and Deceptive Business
10 Practices Act, this Act, and any other applicable law for
11 any improper or unauthorized disclosure of customer
12 interval data by it or any entity to which it discloses
13 such customer interval data, regardless of whether such
14 data was disclosed under the terms of this Section.

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

20 (7) The Commission shall set such fee, after notice
21 and hearing pursuant to paragraph (1) and cost recovery to
22 provide data or services, including any and all data or
23 services provided or proposed under paragraphs (1) through
24 (3) or otherwise authorized by this amendatory Act of the
25 103rd General Assembly, which shall be designed to obtain
26 cost recovery solely from alternative retail electric

1 suppliers. The fee shall be paid by all alternative retail
2 electric suppliers that are authorized to provide service
3 to residential customers in the electric utility's service
4 territory on a periodic basis as set forth in the tariff.
5 The Commission shall not establish a fee that is so high as
6 to deter competition or competitive supply offerings in
7 the State, or deny a utility a reasonable opportunity to
8 recover its cost of providing public utility service
9 pursuant to this Act. The Commission may at any time
10 review the reasonableness of the fee established pursuant
11 to this Section upon its own motion or petition of an
12 interested party.

13 (c) Upon request from a unit of local government and
14 payment of a reasonable fee, an electric utility shall make
15 available information concerning the usage, load shape curves,
16 and other characteristics of customers by customer
17 classification and location within the boundaries of the unit
18 of local government, however, no customer specific billing,
19 usage, or load shape data shall be provided under this
20 subsection unless authorization to provide that information is
21 provided by the customer. This subsection (c) does not
22 prohibit an electric utility from providing a unit of local
23 government or its designated auditor the materials delineated
24 in Section 8-11-2.5 of the Illinois Municipal Code for the
25 purposes of an audit under that Section.

26 (d) All such customer information shall be made available

1 in a timely fashion in an electronic format, if available.

2 (Source: P.A. 102-1144, eff. 3-17-23.)

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

5 (815 ILCS 505/2EE)

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

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

10 (i) the alternative retail electric supplier first
11 discloses all material terms and conditions of the offer
12 to the consumer;

13 (ii) if the consumer is a small commercial retail
14 customer as that term is defined in subsection (c) of this
15 Section or a residential consumer, the alternative retail
16 electric supplier discloses the utility electric supply
17 price to compare, which shall be the sum of the electric
18 supply charge and the transmission services charge, and
19 shall not include the purchased electricity adjustment,
20 applicable at the time the offer is made to the consumer;

21 (iii) 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 provider discloses the following statement:

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

13 If applicable, the statement shall include the
14 following statement:

15 "The purchased electricity adjustment factor may
16 range between +.5 cents and -.5 cents per kilowatt
17 hour.";

18 (iv) the alternative retail electric supplier has
19 obtained the consumer's express agreement to accept the
20 offer after the disclosure of all material terms and
21 conditions of the offer; and

22 (v) the alternative retail electric supplier has
23 confirmed the request for a change in accordance with one
24 of the following procedures:

25 (A) The new alternative retail electric supplier
26 has obtained the consumer's written or electronically

1 signed authorization in a form that meets the
2 following requirements:

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

10 (2) The letter of agency shall be a separate
11 document (an easily separable document containing
12 only the authorization language described in
13 subparagraph (5)) whose sole purpose is to
14 authorize an electric service provider change. The
15 letter of agency must be signed and dated by the
16 consumer requesting the electric service provider
17 change.

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

20 (4) Notwithstanding subparagraphs (1) and (2),
21 the letter of agency may be combined with checks
22 that contain only the required letter of agency
23 language prescribed in subparagraph (5) and the
24 necessary information to make the check a
25 negotiable instrument. The letter of agency check
26 shall not contain any promotional language or

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

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

12 (i) The consumer's billing name and
13 address;

14 (ii) The decision to change the electric
15 service provider from the current provider to
16 the prospective provider;

17 (iii) The terms, conditions, and nature of
18 the service to be provided to the consumer
19 must be clearly and conspicuously disclosed,
20 in writing, and an alternative retail electric
21 supplier must directly establish the rates for
22 the service contracted for by the consumer;
23 and

24 (iv) That the consumer understand that any
25 alternative retail electric supplier selection
26 the consumer chooses may involve a charge to

1 the consumer for changing the consumer's
2 electric service provider.

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

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

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

24 Automated third-party verification systems and
25 3-way conference calls may be used for verification
26 purposes so long as the other requirements of this

1 subsection (b) are satisfied.

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

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

24 All third-party verifications shall be conducted
25 in the same language that was used in the underlying
26 sales transaction and shall be recorded in their

1 entirety. Submitting suppliers shall maintain and
2 preserve audio records of verification of subscriber
3 authorization for a minimum period of 2 years after
4 obtaining the verification. Automated systems must
5 provide consumers with an option to speak with a live
6 person at any time during the call. Each disclosure
7 made during the third-party verification must be made
8 individually to obtain clear acknowledgment of each
9 disclosure. The alternative retail electric supplier
10 must be in a location where he or she cannot hear the
11 customer while the third-party verification is
12 conducted. The alternative retail electric supplier
13 shall not contact the customer after the third-party
14 verification for a period of 24 hours unless the
15 customer initiates the contact.

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

23 (1) the identity of the customer;

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

26 (3) confirmation that the person on the call

1 wants to make the supplier change;

2 (4) the names of the suppliers affected by the
3 change;

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

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

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

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

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

9 (2) An alternative retail electric supplier shall not
10 state or otherwise imply that the alternative retail electric
11 supplier is employed by, representing, endorsed by, or acting
12 on behalf of a utility or utility program, a consumer group or
13 consumer group program, or a governmental body, unless the
14 alternative retail electric supplier has entered into a
15 contractual arrangement with the governmental body and has
16 been authorized by the governmental body to make the
17 statements.

18 (c) An alternative retail electric supplier shall not
19 submit or execute a change in a consumer's selection of a
20 provider of electric service unless the alternative retail
21 electric supplier complies with the following requirements of
22 this subsection (c). It is a violation of this Section for an
23 alternative retail electric supplier to fail to comply with
24 this subsection (c). The requirements of this subsection (c)
25 shall only apply to residential and small commercial retail
26 customers. For purposes of this subsection (c) only, "small

1 commercial retail customer" has the meaning given to that term
2 in Section 16-102 of the Public Utilities Act.

3 (1) During a solicitation an alternative retail
4 electric supplier shall state that he or represents an
5 independent seller of electric power and energy service
6 certified by the Illinois Commerce Commission and that he
7 or she is not employed by, representing, endorsed by, or
8 acting on behalf of, a utility, or a utility program, a
9 consumer group or consumer group program, or a
10 governmental body, unless the alternative retail electric
11 supplier has entered into a contractual arrangement with
12 the governmental body and has been authorized with the
13 governmental body to make the statements.

14 (2) Alternative retail electric suppliers who engage
15 in in-person solicitation for the purpose of selling
16 electric power and energy service offered by the
17 alternative retail electric supplier shall display
18 identification on an outer garment. This identification
19 shall be visible at all times and prominently display the
20 following: (i) the alternative retail electric supplier
21 agent's full name in reasonable size font; (ii) an agent
22 identification number; (iii) a photograph of the
23 alternative retail electric supplier agent; and (iv) the
24 trade name and logo of the alternative retail electric
25 supplier the agent is representing. If the agent is
26 selling electric power and energy services from multiple

1 alternative retail electric suppliers to the consumer, the
2 identification shall display the trade name and logo of
3 the agent, broker, or consultant entity as that entity is
4 defined in Section 16-115C of the Public Utilities Act. An
5 alternative retail electric supplier shall leave the
6 premises at the consumer's, owner's, or occupant's
7 request. A copy of the Uniform Disclosure Statement
8 described in 83 Ill. Adm. Code 412.115 and 412.Appendix A
9 is to be left with the consumer, at the conclusion of the
10 visit unless the consumer refuses to accept a copy. An
11 alternative retail electric supplier may provide the
12 Uniform Disclosure Statement electronically instead of in
13 paper form to a consumer upon that customer's request. The
14 alternative retail electric supplier shall also offer to
15 the consumer, at the time of the initiation of the
16 solicitation, a business card or other material that lists
17 the agent's name, identification number and title, and the
18 alternative retail electric supplier's name and contact
19 information, including phone number. The alternative
20 retail electric supplier shall not conduct any in-person
21 solicitations of consumers at any building or premises
22 where any sign, notice, or declaration of any description
23 whatsoever is posted that prohibits sales, marketing, or
24 solicitations. The alternative retail electric supplier
25 shall obtain consent to enter multi-unit residential
26 dwellings. Consent obtained to enter a multi-unit dwelling

1 from one prospective customer or occupant of the dwelling
2 shall not constitute consent to market to any other
3 prospective consumers without separate consent.

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

14 (4) During an inbound enrollment call, an alternative
15 retail electric supplier shall state that he or she
16 represents an independent seller of electric power and
17 energy service certified by the Illinois Commerce
18 Commission. All inbound enrollment calls that lead to an
19 enrollment shall be recorded, and the recordings shall be
20 retained for a minimum of 2 years. An inbound enrollment
21 call that does not lead to an enrollment, but lasts at
22 least 2 minutes, shall be retained for a minimum of 6
23 months. The alternative retail electric supplier shall
24 send the Uniform Disclosure Statement and contract to the
25 customer within 3 business days after the electric
26 utility's confirmation to the alternative retail electric

1 supplier of an accepted enrollment.

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

15 (6) Online Solicitation.

16 (A) Each alternative retail electric supplier
17 offering electric power and energy service to
18 consumers online shall clearly and conspicuously make
19 all disclosures for any services offered through
20 online enrollment before requiring the consumer to
21 enter any personal information other than zip code,
22 electric utility service territory, or type of service
23 sought.

24 (B) Notwithstanding any requirements in this
25 Section to the contrary, an alternative retail
26 electric supplier may secure consent from the consumer

1 to obtain customer-specific billing and usage
2 information for the sole purpose of determining and
3 pricing a product through a letter of agency or method
4 approved through an Illinois Commerce Commission
5 docket before making all disclosure for services
6 offered through online enrollment. It is a violation
7 of this Act for an alternative retail electric
8 supplier to use a consumer's utility account number to
9 execute or change a consumer's enrollment unless the
10 consumer expressly consents to that enrollment as
11 required by law.

12 (C) The enrollment website of the alternative
13 retail electric supplier shall, at a minimum, include:
14 (i) disclosure of all material terms and conditions of
15 the offer; (ii) a statement that electronic acceptance
16 of the terms and conditions is an agreement to
17 initiate service and begin enrollment; (iii) a
18 statement that the consumer shall review the contract
19 or contact the current supplier to learn if any early
20 termination fees are applicable; and (iv) an email
21 address and toll-free phone number of the alternative
22 retail electric supplier where the customer can
23 express a decision to rescind the contract.

24 (7) (A) Beginning January 1, 2020, an alternative
25 retail electric supplier shall not sell or offer to sell
26 any products or services to a consumer pursuant to a

1 contract in which the contract automatically renews,
2 unless an alternative retail electric supplier provides to
3 the consumer at the outset of the offer, in addition to
4 other disclosures required by law, a separate written
5 statement titled "Automatic Contract Renewal" that clearly
6 and conspicuously discloses in bold lettering in at least
7 12-point font the terms and conditions of the automatic
8 contract renewal provision, including: (i) the estimated
9 bill cycle on which the initial contract term expires and
10 a statement that it could be later based on when the
11 utility accepts the initial enrollment; (ii) the estimated
12 bill cycle on which the new contract term begins and a
13 statement that it will immediately follow the last billing
14 cycle of the current term; (iii) the procedure to
15 terminate the contract before the new contract term
16 applies; and (iv) the cancellation procedure. If the
17 alternative retail electric supplier sells or offers to
18 sell the products or services to a consumer during an
19 in-person solicitation or telemarketing solicitation, the
20 disclosures described in this subparagraph (A) shall also
21 be made to the consumer verbally during the solicitation.
22 Nothing in this subparagraph (A) shall be construed to
23 apply to contracts entered into before January 1, 2020.

24 (B) At least 30 days before, but not more than 60
25 days prior, to the end of the initial contract term, in
26 any and all contracts that automatically renew after

1 the initial term, the alternative retail electric
2 supplier shall send, in addition to other disclosures
3 required by law, a separate written notice of the
4 contract renewal to the consumer that clearly and
5 conspicuously discloses the following:

6 (i) a statement printed or visible from the
7 outside of the envelope or in the subject line of
8 the email, if the customer has agreed to receive
9 official documents by email, that states "Contract
10 Renewal Notice";

11 (ii) a statement in bold lettering, in at
12 least 12-point font, that the contract will
13 automatically renew unless the customer cancels
14 it;

15 (iii) the billing cycle in which service under
16 the current term will expire;

17 (iv) the billing cycle in which service under
18 the new term will begin;

19 (v) the process and options available to the
20 consumer to reject the new contract terms;

21 (vi) the cancellation process if the
22 consumer's contract automatically renews before
23 the consumer rejects the new contract terms;

24 (vii) the terms and conditions of the new
25 contract term;

26 (viii) for a fixed rate contract, a

1 side-by-side comparison of the current price and
2 the new price; for a variable rate contract or
3 time-of-use product in which the first month's
4 renewal price can be determined, a side-by-side
5 comparison of the current price and the price for
6 the first month of the new variable or time-of-use
7 price; or for a variable or time-of-use contract
8 based on a publicly available index, a
9 side-by-side comparison of the current formula and
10 the new formula; and

11 (ix) the phone number and Internet address to
12 submit a consumer inquiry or complaint to the
13 Illinois Commerce Commission and the Office of the
14 Attorney General.

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

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

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

14 (9) Beginning January 1, 2020, consumers shall have
15 the right to terminate their contract with the alternative
16 retail electric supplier at any time without any
17 termination fees or penalties.

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

22 (d) Complaints may be filed with the Illinois Commerce
23 Commission under this Section by a consumer whose electric
24 service has been provided by an alternative retail electric
25 supplier in a manner not in compliance with this Section or by
26 the Illinois Commerce Commission on its own motion when it

1 appears to the Commission that an alternative retail electric
2 supplier has provided service in a manner not in compliance
3 with this Section. If, after notice and hearing, the
4 Commission finds that an alternative retail electric supplier
5 has violated this Section, the Commission may in its
6 discretion do any one or more of the following:

7 (1) Require the violating alternative retail electric
8 supplier to refund to the consumer charges collected in
9 excess of those that would have been charged by the
10 consumer's authorized electric service provider.

11 (2) Require the violating alternative retail electric
12 supplier to pay to the consumer's authorized electric
13 service provider the amount the authorized electric
14 service provider would have collected for the electric
15 service. The Commission is authorized to reduce this
16 payment by any amount already paid by the violating
17 alternative retail electric supplier to the consumer's
18 authorized provider for electric service.

19 (3) Require the violating alternative retail electric
20 supplier to pay a fine of up to \$10,000 into the Public
21 Utility Fund for each violation of this Section.

22 (4) Issue a cease and desist order.

23 (5) For a pattern of violation of this Section or for
24 violations that continue after a cease and desist order,
25 revoke the violating alternative retail electric
26 supplier's certificate of service authority.

1 (d-5)(1) Before an alternative retail electric supplier
2 may warrant that it has a residential customer or small
3 commercial retail customer's express consent agreement to
4 access interval data as described in subsection (b) of Section
5 16-122 of the Public Utilities Act, the alternative retail
6 electric supplier shall: (i) disclose to the consumer at the
7 outset of the offer that the alternative retail electric
8 supplier will access the consumer's interval data from the
9 consumer's utility with the consumer's express agreement, and
10 the consumer's option to refuse to provide express agreement
11 to access the consumer's interval data; and (ii) obtain the
12 consumer's express agreement for the alternative retail
13 electric supplier to access the consumer's interval data from
14 the consumer's utility in a separate letter of agency, a
15 distinct response to a third-party verification, or during a
16 recorded enrollment initiated by the consumer with the
17 consumer's consent. The disclosure by the alternative retail
18 electric supplier to the consumer in this Section shall be
19 conducted in, translated into, and provided in a language in
20 which the consumer subject to the disclosure is able to
21 understand and communicate.

22 (2) Before an alternative retail electric supplier may
23 warrant to an electric utility that it has an express
24 agreement from a residential customer or small commercial
25 retail customer who was enrolled with the alternative retail
26 electric supplier prior to the effective date of this

1 amendatory Act of the 103rd General Assembly to access the
2 consumer's interval data as described in subsection (b) of
3 Section 16-122 of the Public Utilities Act, an alternative
4 retail electric supplier shall: (i) disclose to the consumer
5 that the alternative retail electric supplier will access the
6 consumer's interval data from the consumer's utility with the
7 consumer's express agreement, which is a material change to
8 the consumer's existing contract terms, and the consumer's
9 option to refuse to provide express agreement to access the
10 consumer's interval data; and (ii) obtain the consumer's
11 express agreement for the alternative retail electric supplier
12 to change the consumer's material contract terms to access the
13 consumer's interval data from the consumer's utility in a
14 separate letter of agency, a distinct response to a
15 third-party verification, or during a recorded enrollment
16 initiated by the consumer with the consumer's consent. The
17 disclosure by the alternative retail electric supplier to the
18 consumer in this Section shall be conducted in, translated
19 into, and provided in a language in which the consumer subject
20 to the disclosure is able to understand and communicate.

21 (3) An alternative retail electric supplier may refuse to
22 enroll or may disenroll a residential customer or small
23 commercial retail customer in a product or service as
24 described in paragraph (4) of subsection (b) of Section 16-122
25 of the Public Utilities Act if the residential customer or
26 small commercial retail customer does not provide or revokes

1 consent under this subsection.

2 (4) An alternative retail electric supplier shall not
3 warrant that it has a non residential customer's, other than a
4 small commercial retail customer, consent to access interval
5 data as described in subsection (b) of Section 16-122 of the
6 Public Utilities Act unless the contract between the
7 alternative retail electric supplier and the customer
8 explicitly provides the alternative retail electric supplier
9 with permission to access the customer's interval meter usage
10 data. An alternative retail electric supplier shall not
11 release, sell, license, or otherwise disclose any customer
12 interval data obtained under Section 16-122 of the Public
13 Utilities Act to any third person except as provided for in
14 Section 16-122 of the Public Utilities Act.

15 (e) For purposes of this Section:

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

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

21 (Source: P.A. 101-590, eff. 1-1-20; 102-958, eff. 1-1-23;
22 revised 12-13-22.)

23 Section 99. Effective date. This Act takes effect upon
24 becoming law."