



Sen. Don Harmon

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1 AMENDMENT TO HOUSE BILL 1453

2 AMENDMENT NO. _____. Amend House Bill 1453 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Public Utilities Act is amended by changing
5 Sections 16-102, 16-115A, 16-119, 19-105, and 19-115 and by
6 adding Sections 19-150, 19-155, and 19-199 as follows:

7 (220 ILCS 5/16-102)

8 Sec. 16-102. Definitions. For the purposes of this Article
9 the following terms shall be defined as set forth in this
10 Section.

11 "Alternative retail electric supplier" means every person,
12 cooperative, corporation, municipal corporation, company,
13 association, joint stock company or association, firm,
14 partnership, individual, or other entity, their lessees,
15 trustees, or receivers appointed by any court whatsoever, that
16 offers electric power or energy for sale, lease or in exchange

1 for other value received to one or more retail customers, or
2 that engages in the delivery or furnishing of electric power or
3 energy to such retail customers, and shall include, without
4 limitation, resellers, aggregators and power marketers, but
5 shall not include (i) electric utilities (or any agent of the
6 electric utility to the extent the electric utility provides
7 tariffed services to retail customers through that agent), (ii)
8 any electric cooperative or municipal system as defined in
9 Section 17-100 to the extent that the electric cooperative or
10 municipal system is serving retail customers within any area in
11 which it is or would be entitled to provide service under the
12 law in effect immediately prior to the effective date of this
13 amendatory Act of 1997, (iii) a public utility that is owned
14 and operated by any public institution of higher education of
15 this State, or a public utility that is owned by such public
16 institution of higher education and operated by any of its
17 lessees or operating agents, within any area in which it is or
18 would be entitled to provide service under the law in effect
19 immediately prior to the effective date of this amendatory Act
20 of 1997, (iv) a retail customer to the extent that customer
21 obtains its electric power and energy from that customer's own
22 cogeneration or self-generation facilities, (v) an entity that
23 owns, operates, sells, or arranges for the installation of a
24 customer's own cogeneration or self-generation facilities, but
25 only to the extent the entity is engaged in owning, selling or
26 arranging for the installation of such facility, or operating

1 the facility on behalf of such customer, provided however that
2 any such third party owner or operator of a facility built
3 after January 1, 1999, complies with the labor provisions of
4 Section 16-128(a) as though such third party were an
5 alternative retail electric supplier, or (vi) an industrial or
6 manufacturing customer that owns its own distribution
7 facilities, to the extent that the customer provides service
8 from that distribution system to a third-party contractor
9 located on the customer's premises that is integrally and
10 predominantly engaged in the customer's industrial or
11 manufacturing process; provided, that if the industrial or
12 manufacturing customer has elected delivery services, the
13 customer shall pay transition charges applicable to the
14 electric power and energy consumed by the third-party
15 contractor unless such charges are otherwise paid by the third
16 party contractor, which shall be calculated based on the usage
17 of, and the base rates or the contract rates applicable to, the
18 third-party contractor in accordance with Section 16-102.

19 An entity that furnishes the service of charging electric
20 vehicles does not and shall not be deemed to sell electricity
21 and is not and shall not be deemed an alternative retail
22 electric supplier, and is not subject to regulation as such
23 under this Act notwithstanding the basis on which the service
24 is provided or billed. If, however, the entity is otherwise
25 deemed an alternative retail electric supplier under this Act,
26 or is otherwise subject to regulation under this Act, then that

1 entity is not exempt from and remains subject to the otherwise
2 applicable provisions of this Act. The installation,
3 maintenance, and repair of an electric vehicle charging station
4 shall comply with the requirements of subsection (a) of Section
5 16-128 and Section 16-128A of this Act.

6 For purposes of this Section, the term "electric vehicles"
7 has the meaning ascribed to that term in Section 10 of the
8 Electric Vehicle Act.

9 "Base rates" means the rates for those tariffed services
10 that the electric utility is required to offer pursuant to
11 subsection (a) of Section 16-103 and that were identified in a
12 rate order for collection of the electric utility's base rate
13 revenue requirement, excluding (i) separate automatic rate
14 adjustment riders then in effect, (ii) special or negotiated
15 contract rates, (iii) delivery services tariffs filed pursuant
16 to Section 16-108, (iv) real-time pricing, or (v) tariffs that
17 were in effect prior to October 1, 1996 and that based charges
18 for services on an index or average of other utilities'
19 charges, but including (vi) any subsequent redesign of such
20 rates for tariffed services that is authorized by the
21 Commission after notice and hearing.

22 "Competitive service" includes (i) any service that has
23 been declared to be competitive pursuant to Section 16-113 of
24 this Act, (ii) contract service, and (iii) services, other than
25 tariffed services, that are related to, but not necessary for,
26 the provision of electric power and energy or delivery

1 services.

2 "Contract service" means (1) services, including the
3 provision of electric power and energy or other services, that
4 are provided by mutual agreement between an electric utility
5 and a retail customer that is located in the electric utility's
6 service area, provided that, delivery services shall not be a
7 contract service until such services are declared competitive
8 pursuant to Section 16-113; and also means (2) the provision of
9 electric power and energy by an electric utility to retail
10 customers outside the electric utility's service area pursuant
11 to Section 16-116. Provided, however, contract service does not
12 include electric utility services provided pursuant to (i)
13 contracts that retail customers are required to execute as a
14 condition of receiving tariffed services, or (ii) special or
15 negotiated rate contracts for electric utility services that
16 were entered into between an electric utility and a retail
17 customer prior to the effective date of this amendatory Act of
18 1997 and filed with the Commission.

19 "Delivery services" means those services provided by the
20 electric utility that are necessary in order for the
21 transmission and distribution systems to function so that
22 retail customers located in the electric utility's service area
23 can receive electric power and energy from suppliers other than
24 the electric utility, and shall include, without limitation,
25 standard metering and billing services.

26 "Door-to-door sale" means a sale of retail electricity

1 services, whether under single or multiple contracts, in which
2 the alternative retail electric supplier or a representative of
3 the alternative retail electric supplier personally solicits
4 the sale, including those in response to or following an
5 invitation by a residential or small commercial retail
6 customer, and the residential or small commercial retail
7 customer's agreement or offer to purchase is made at a place
8 other than the place of business of the alternative retail
9 electric supplier (such as sales at the residential or small
10 commercial retail customer's residence or at facilities rented
11 on a temporary or short-term basis, such as hotel or motel
12 rooms, convention centers, fairgrounds, and restaurants, or
13 sales at the residential or small commercial customer's
14 workplace or in dormitory lounges). "Door-to-door sale" does
15 not include a transaction conducted and consummated entirely by
16 web, mail, or telephone and without any other contact between
17 the residential or small commercial retail customer and the
18 alternative retail electric supplier or its representative
19 prior to delivery of the goods or performance of the services.

20 "Electric utility" means a public utility, as defined in
21 Section 3-105 of this Act, that has a franchise, license,
22 permit or right to furnish or sell electricity to retail
23 customers within a service area.

24 "Mandatory transition period" means the period from the
25 effective date of this amendatory Act of 1997 through January
26 1, 2007.

1 "Municipal system" shall have the meaning set forth in
2 Section 17-100.

3 "Real-time pricing" means tariffed retail charges for
4 delivered electric power and energy that vary hour-to-hour and
5 are determined from wholesale market prices using a methodology
6 approved by the Illinois Commerce Commission.

7 "Retail customer" means a single entity using electric
8 power or energy at a single premises and that (A) either (i) is
9 receiving or is eligible to receive tariffed services from an
10 electric utility, or (ii) that is served by a municipal system
11 or electric cooperative within any area in which the municipal
12 system or electric cooperative is or would be entitled to
13 provide service under the law in effect immediately prior to
14 the effective date of this amendatory Act of 1997, or (B) an
15 entity which on the effective date of this Act was receiving
16 electric service from a public utility and (i) was engaged in
17 the practice of resale and redistribution of such electricity
18 within a building prior to January 2, 1957, or (ii) was
19 providing lighting services to tenants in a multi-occupancy
20 building, but only to the extent such resale, redistribution or
21 lighting service is authorized by the electric utility's
22 tariffs that were on file with the Commission on the effective
23 date of this Act.

24 "Service area" means (i) the geographic area within which
25 an electric utility was lawfully entitled to provide electric
26 power and energy to retail customers as of the effective date

1 of this amendatory Act of 1997, and includes (ii) the location
2 of any retail customer to which the electric utility was
3 lawfully providing electric utility services on such effective
4 date.

5 "Small commercial retail customer" means those
6 nonresidential retail customers of an electric utility
7 consuming 15,000 kilowatt-hours or less of electricity
8 annually in its service area.

9 "Tariffed service" means services provided to retail
10 customers by an electric utility as defined by its rates on
11 file with the Commission pursuant to the provisions of Article
12 IX of this Act, but shall not include competitive services.

13 "Transition charge" means a charge expressed in cents per
14 kilowatt-hour that is calculated for a customer or class of
15 customers as follows for each year in which an electric utility
16 is entitled to recover transition charges as provided in
17 Section 16-108:

18 (1) the amount of revenue that an electric utility
19 would receive from the retail customer or customers if it
20 were serving such customers' electric power and energy
21 requirements as a tariffed service based on (A) all of the
22 customers' actual usage during the 3 years ending 90 days
23 prior to the date on which such customers were first
24 eligible for delivery services pursuant to Section 16-104,
25 and (B) on (i) the base rates in effect on October 1, 1996
26 (adjusted for the reductions required by subsection (b) of

1 Section 16-111, for any reduction resulting from a rate
2 decrease under Section 16-101(b), for any restatement of
3 base rates made in conjunction with an elimination of the
4 fuel adjustment clause pursuant to subsection (b), (d), or
5 (f) of Section 9-220 and for any removal of decommissioning
6 costs from base rates pursuant to Section 16-114) and any
7 separate automatic rate adjustment riders (other than a
8 decommissioning rate as defined in Section 16-114) under
9 which the customers were receiving or, had they been
10 customers, would have received electric power and energy
11 from the electric utility during the year immediately
12 preceding the date on which such customers were first
13 eligible for delivery service pursuant to Section 16-104,
14 or (ii) to the extent applicable, any contract rates,
15 including contracts or rates for consolidated or
16 aggregated billing, under which such customers were
17 receiving electric power and energy from the electric
18 utility during such year;

19 (2) less the amount of revenue, other than revenue from
20 transition charges and decommissioning rates, that the
21 electric utility would receive from such retail customers
22 for delivery services provided by the electric utility,
23 assuming such customers were taking delivery services for
24 all of their usage, based on the delivery services tariffs
25 in effect during the year for which the transition charge
26 is being calculated and on the usage identified in

1 paragraph (1);

2 (3) less the market value for the electric power and
3 energy that the electric utility would have used to supply
4 all of such customers' electric power and energy
5 requirements, as a tariffed service, based on the usage
6 identified in paragraph (1), with such market value
7 determined in accordance with Section 16-112 of this Act;

8 (4) less the following amount which represents the
9 amount to be attributed to new revenue sources and cost
10 reductions by the electric utility through the end of the
11 period for which transition costs are recovered pursuant to
12 Section 16-108, referred to in this Article XVI as a
13 "mitigation factor":

14 (A) for nonresidential retail customers, an amount
15 equal to the greater of (i) 0.5 cents per kilowatt-hour
16 during the period October 1, 1999 through December 31,
17 2004, 0.6 cents per kilowatt-hour in calendar year
18 2005, and 0.9 cents per kilowatt-hour in calendar year
19 2006, multiplied in each year by the usage identified
20 in paragraph (1), or (ii) an amount equal to the
21 following percentages of the amount produced by
22 applying the applicable base rates (adjusted as
23 described in subparagraph (1)(B)) or contract rate to
24 the usage identified in paragraph (1): 8% for the
25 period October 1, 1999 through December 31, 2002, 10%
26 in calendar years 2003 and 2004, 11% in calendar year

1 2005 and 12% in calendar year 2006; and

2 (B) for residential retail customers, an amount
3 equal to the following percentages of the amount
4 produced by applying the base rates in effect on
5 October 1, 1996 (adjusted as described in subparagraph
6 (1)(B)) to the usage identified in paragraph (1): (i)
7 6% from May 1, 2002 through December 31, 2002, (ii) 7%
8 in calendar years 2003 and 2004, (iii) 8% in calendar
9 year 2005, and (iv) 10% in calendar year 2006;

10 (5) divided by the usage of such customers identified
11 in paragraph (1),

12 provided that the transition charge shall never be less than
13 zero.

14 "Unbundled service" means a component or constituent part
15 of a tariffed service which the electric utility subsequently
16 offers separately to its customers.

17 (Source: P.A. 97-1128, eff. 8-28-12.)

18 (220 ILCS 5/16-115A)

19 Sec. 16-115A. Obligations of alternative retail electric
20 suppliers.

21 (a) An alternative retail electric supplier shall:

22 (i) comply with the requirements imposed on public
23 utilities by Sections 8-201 through 8-207, 8-301, 8-505 and
24 8-507 of this Act, to the extent that these Sections have
25 application to the services being offered by the

1 alternative retail electric supplier; and

2 (ii) continue to comply with the requirements for
3 certification stated in subsection (d) of Section 16-115.

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

9 (c) No alternative retail electric supplier, or electric
10 utility other than the electric utility in whose service area a
11 customer is located, shall (i) enter into or employ any
12 arrangements which have the effect of preventing a retail
13 customer with a maximum electrical demand of less than one
14 megawatt from having access to the services of the electric
15 utility in whose service area the customer is located or (ii)
16 charge retail customers for such access. This subsection shall
17 not be construed to prevent an arms-length agreement between a
18 supplier and a retail customer that sets a term of service,
19 notice period for terminating service and provisions governing
20 early termination through a tariff or contract as allowed by
21 Section 16-119, except as otherwise provided in this Section.

22 (d) An alternative retail electric supplier that is
23 certified to serve residential or small commercial retail
24 customers shall not:

25 (1) deny service to a customer or group of customers
26 nor establish any differences as to prices, terms,

1 conditions, services, products, facilities, or in any
2 other respect, whereby such denial or differences are based
3 upon race, gender or income.

4 (2) deny service to a customer or group of customers
5 based on locality nor establish any unreasonable
6 difference as to prices, terms, conditions, services,
7 products, or facilities as between localities.

8 (e) An alternative retail electric supplier shall comply
9 with the following requirements with respect to the marketing,
10 offering and provision of products or services to residential
11 and small commercial retail customers:

12 (i) Any marketing materials which make statements
13 concerning prices, terms and conditions of service shall
14 contain information that adequately discloses the prices,
15 terms and conditions of the products or services that the
16 alternative retail electric supplier is offering or
17 selling to the customer.

18 (ii) Before any customer is switched from another
19 supplier, the alternative retail electric supplier shall
20 give the customer written information that adequately
21 discloses, in plain language, the prices, terms and
22 conditions of the products and services being offered and
23 sold to the customer.

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

1 retail electric supplier regarding the technologies and
2 fuel types used to generate the electricity offered or sold
3 to customers.

4 (iv) The alternative retail electric supplier shall
5 provide to the customer (1) itemized billing statements
6 that describe the products and services provided to the
7 customer and their prices, ~~and~~ (2) the following an
8 ~~additional~~ statement on every bill: "Compare power prices
9 at www.pluginillinois.org or contact your retail electric
10 supplier for your own price comparison.", and (3) an
11 additional statement at least annually that adequately
12 discloses (A) the average monthly prices, (B) the total
13 electric power charge, and (C), ~~at least annually, that~~
14 ~~adequately discloses the average monthly prices, and the~~
15 ~~terms and conditions,~~ of the products and services sold to
16 the customer. If an alternative retail electric supplier
17 uses the utility bill, the utility may collect all costs
18 necessary to expand character limits or programming costs
19 for the addition of the statement under item (2) of this
20 subdivision (iv).

21 (v) Upon request from a customer, the alternative
22 retail electric supplier shall provide:

23 (A) the price comparison history between the
24 alternative retail electric supplier's rate and the
25 individual customer's default electric utility's rate
26 for the previous month; and

1 (B) a price comparison history between the
2 alternative retail electric supplier's monthly average
3 price and the customer's default electric utility
4 monthly average price for the previous 12 months or the
5 amount of time served under the contract, if less than
6 12 months, as charged by the alternative retail
7 electric supplier compared to the monthly average
8 utility price for the same term.

9 In addition, for variable rate contracts, the
10 information must include a conspicuous statement that the
11 customer has the right to terminate a variable price
12 contract without penalty if the monthly rate is 20% or more
13 above the rate offered by the applicable default electric
14 utility for that month.

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

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

11 (Source: P.A. 90-561, eff. 12-16-97.)

12 (220 ILCS 5/16-119)

13 Sec. 16-119. Switching suppliers.

14 (a) An electric utility or an alternative retail electric
15 supplier serving residential or small commercial retail
16 customers may establish a term of service, notice period for
17 terminating service, and provisions governing early
18 termination through a tariff or contract. A customer may change
19 its supplier subject to tariff or contract terms and
20 conditions. Any notice provisions, or provision for a fee,
21 charge, or penalty with early termination of a contract, shall
22 be conspicuously disclosed in any tariff or contract. A
23 customer shall remain responsible for any unpaid charges owed
24 to an electric utility or alternative retail electric supplier
25 at the time it switches to another provider.

1 (b) Any contract offered by an alternative retail electric
2 supplier to serve a residential or small commercial retail
3 customer executed or extended after the effective date of this
4 amendatory Act of the 98th General Assembly that contains an
5 early termination clause shall disclose the amount of the early
6 termination fee. Contracts to serve residential or small
7 commercial retail customers executed, renewed, or extended
8 after the effective date of this amendatory Act of the 98th
9 General Assembly shall not contain or impose an early
10 termination fee or penalty (1) in excess of \$50 for contracts
11 with an initial term of 12 months or less, (2) in excess of \$50
12 for contracts with an initial term exceeding 12 months when the
13 customer cancels within the first 12 months of the contract,
14 and (3) in excess of \$100 for contracts with an initial term
15 exceeding 12 months when the customer cancels after the first
16 12 months.

17 (c) In any contract to serve a residential or small
18 commercial retail customer that contains an early termination
19 clause, an alternative retail electric supplier shall provide
20 the customer the opportunity to terminate the contract without
21 any termination fee or penalty up to and including the due date
22 for payment of the first bill issued to the customer for
23 products or services provided by the alternative retail
24 electric supplier. The contract shall disclose the opportunity
25 and provide a toll-free telephone number and website that the
26 customer may call or use to terminate the agreement.

1 (d) No alternative retail electric supplier may impose a
2 termination fee or penalty to residential or small commercial
3 retail customers with variable rate contracts who elect early
4 termination when the supplier's monthly rate is 20% or more
5 above the rate offered by the applicable default electric
6 utility for that month. Variable rate contracts must provide a
7 conspicuous statement of this provision.

8 (e) No alternative retail electric supplier may charge any
9 early termination fee, charge, or penalty to residential or
10 small commercial retail customers who elect early termination
11 within the first 6 months after the date of enrollment under a
12 contract entered into with that supplier as a result of
13 door-to-door sales. For purposes of complying with this
14 subsection (e), an alternative retail electric supplier shall
15 keep records of the primary method by which it acquired or
16 obtained each of its customers, whether through door-to-door
17 sales or other methods.

18 (Source: P.A. 90-561, eff. 12-16-97.)

19 (220 ILCS 5/19-105)

20 Sec. 19-105. Definitions. For the purposes of this Article,
21 the following terms shall be defined as set forth in this
22 Section.

23 "Alternative gas supplier" means every person,
24 cooperative, corporation, municipal corporation, company,
25 association, joint stock company or association, firm,

1 partnership, individual, or other entity, their lessees,
2 trustees, or receivers appointed by any court whatsoever, that
3 offers gas for sale, lease, or in exchange for other value
4 received to one or more customers, or that engages in the
5 furnishing of gas to one or more customers, and shall include
6 affiliated interests of a gas utility, resellers, aggregators
7 and marketers, but shall not include (i) gas utilities (or any
8 agent of the gas utility to the extent the gas utility provides
9 tariffed services to customers through an agent); (ii) public
10 utilities that are owned and operated by any political
11 subdivision, public institution of higher education or
12 municipal corporation of this State, or public utilities that
13 are owned by a political subdivision, public institution of
14 higher education, or municipal corporation and operated by any
15 of its lessees or operating agents; (iii) natural gas
16 cooperatives that are not-for-profit corporations operated for
17 the purpose of administering, on a cooperative basis, the
18 furnishing of natural gas for the benefit of their members who
19 are consumers of natural gas; and (iv) the ownership or
20 operation of a facility that sells compressed natural gas at
21 retail to the public for use only as a motor vehicle fuel and
22 the selling of compressed natural gas at retail to the public
23 for use only as a motor vehicle fuel.

24 "Door-to-door sale" means a sale of alternative gas
25 services, whether under single or multiple contracts, in which
26 the alternative gas supplier or a representative of the

1 alternative gas supplier personally solicits the sale,
2 including those in response to or following an invitation by a
3 residential or small commercial retail customer, and the
4 residential or small commercial retail customer's agreement or
5 offer to purchase is made at a place other than the place of
6 business of the alternative gas supplier (such as sales at the
7 residential or small commercial retail customer's residence or
8 at facilities rented on a temporary or short-term basis, such
9 as hotel or motel rooms, convention centers, fairgrounds, and
10 restaurants, or sales at the residential or small commercial
11 customer's workplace or in dormitory lounges). "Door-to-door
12 sale" does not include a transaction conducted and consummated
13 entirely by web, mail, or telephone and without any other
14 contact between the residential or small commercial retail
15 customer and the alternative gas supplier or its representative
16 prior to delivery of the goods or performance of the services.

17 "Gas utility" means a public utility, as defined in Section
18 3-105 of this Act, that has a franchise, license, permit, or
19 right to furnish or sell gas or transportation services to
20 customers within a service area.

21 "Residential customer" means a customer who receives gas
22 utility service for household purposes distributed to a
23 dwelling of 2 or fewer units which is billed under a
24 residential rate or gas utility service for household purposes
25 distributed to a dwelling unit or units which is billed under a
26 residential rate and is registered by a separate meter for each

1 dwelling unit.

2 "Sales agent" means any employee, agent, independent
3 contractor, consultant, or other person that is engaged by the
4 alternative gas supplier to solicit customers to purchase,
5 enroll in, or contract for alternative gas service on behalf of
6 an alternative gas supplier.

7 "Service area" means (i) the geographic area within which a
8 gas utility was lawfully entitled to provide gas to customers
9 as of the effective date of this amendatory Act of the 92nd
10 General Assembly and includes (ii) the location of any customer
11 to which the gas utility was lawfully providing gas utility
12 services on such effective date.

13 "Single billing" means the combined billing of the services
14 provided by both a natural gas utility and an alternative gas
15 supplier to any customer who has enrolled in a customer choice
16 program.

17 "Small commercial customer" means a nonresidential retail
18 customer of a natural gas utility who consumed 5,000 or fewer
19 therms of natural gas during the previous year; provided that
20 any alternative gas supplier may remove the customer from
21 designation as a "small commercial customer" if the customer
22 consumes more than 5,000 therms of natural gas in any calendar
23 year after becoming a customer of the alternative gas supplier.
24 In determining whether a customer has consumed 5,000 or fewer
25 therms of natural gas during the previous year, usage by the
26 same commercial customer shall be aggregated to include usage

1 at the same premises even if measured by more than one meter,
2 and to include usage at multiple premises. Nothing in this
3 Section creates an affirmative obligation on a gas utility to
4 monitor or inform customers or alternative gas suppliers as to
5 a customer's status as a small commercial customer as that term
6 is defined herein. Nothing in this Section relieves a gas
7 utility from any obligation to provide information upon request
8 to a customer, alternative gas supplier, the Commission, or
9 others necessary to determine whether a customer meets the
10 classification of small commercial customers as that term is
11 defined herein.

12 "Tariffed service" means a service provided to customers by
13 a gas utility as defined by its rates on file with the
14 Commission pursuant to the provisions of Article IX of this
15 Act.

16 "Transportation services" means those services provided by
17 the gas utility that are necessary in order for the storage,
18 transmission and distribution systems to function so that
19 customers located in the gas utility's service area can receive
20 gas from suppliers other than the gas utility and shall
21 include, without limitation, standard metering and billing
22 services.

23 (Source: P.A. 95-1051, eff. 4-10-09; 96-435, eff. 1-1-10;
24 96-1000, eff. 7-2-10.)

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

2 (a) The provisions of this Section shall apply only to
3 alternative gas suppliers serving or seeking to serve
4 residential or small commercial customers and only to the
5 extent such alternative gas suppliers provide services to
6 residential or small commercial customers.

7 (b) An alternative gas supplier shall:

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

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

15 (3) comply with complaint procedures established by
16 the Commission;

17 (4) except as provided in subsection (h) of this
18 Section, file with the Chief Clerk of the Commission,
19 within 20 business days after the effective date of this
20 amendatory Act of the 95th General Assembly, a copy of bill
21 formats, standard customer contract and customer complaint
22 and resolution procedures, and the name and telephone
23 number of the company representative whom Commission
24 employees may contact to resolve customer complaints and
25 other matters. In the case of a gas supplier that engages
26 in door-to-door solicitation, the company shall file with

1 the Commission the consumer information disclosure
2 required by item (3) of subsection (c) of Section 2DDD of
3 the Consumer Fraud and Deceptive Business Practices Act and
4 shall file updated information within 10 business days
5 after changes in any of the documents or information
6 required to be filed by this item (4); and

7 (5) maintain a customer call center where customers can
8 reach a representative and receive current information. At
9 least once every 6 months, each alternative gas supplier
10 shall provide written information to customers explaining
11 how to contact the call center. The average answer time for
12 calls placed to the call center shall not exceed 60 seconds
13 where a representative or automated system is ready to
14 render assistance and/or accept information to process
15 calls. The abandon rate for calls placed to the call center
16 shall not exceed 10%. Each alternative gas supplier shall
17 maintain records of the call center's telephone answer time
18 performance and abandon call rate. These records shall be
19 kept for a minimum of 2 years and shall be made available
20 to Commission personnel upon request. In the event that
21 answer times and/or abandon rates exceed the limits
22 established above, the reporting alternative gas supplier
23 may provide the Commission or its personnel with
24 explanatory details. At a minimum, these records shall
25 contain the following information in monthly increments:

26 (A) total number of calls received;

- 1 (B) number of calls answered;
- 2 (C) average answer time;
- 3 (D) number of abandoned calls; and
- 4 (E) abandon call rate.

5 Alternative gas suppliers that do not have electronic
6 answering capability that meets these requirements shall
7 notify the Manager of the Commission's Consumer Services
8 Division or its successor within 30 days following the
9 effective date of this amendatory Act of the 95th General
10 Assembly and work with Staff to develop individualized
11 reporting requirements as to the call volume and responsiveness
12 of the call center.

13 On or before March 1 of every year, each entity shall file
14 a report with the Chief Clerk of the Commission for the
15 preceding calendar year on its answer time and abandon call
16 rate for its call center. A copy of the report shall be sent to
17 the Manager of the Consumer Services Division or its successor.

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

1 procedures:

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

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

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

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

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

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

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

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

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

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

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

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

26 (G) If any portion of a letter of agency is

1 translated into another language, then all portions of
2 the letter of agency must be translated into that
3 language.

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

26 (A) the identity of the customer;

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

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

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

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

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

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

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

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

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

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

23 (A) the identity of the customer;

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

26 (C) confirmation that the person on the call wants

1 to make the provider change;

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

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

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

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

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

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

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

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

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

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

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

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

24 (6) When a customer is solicited in person by the
25 alternative gas supplier's sales agent, the alternative
26 gas supplier may only obtain the customer's authorization

1 to change natural gas service through the method provided
2 for in paragraph (2) of this subsection (c).

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

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

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

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

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

1 (4) Issue a cease and desist order.

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

6 (e) No alternative gas supplier shall:

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

11 (2) charge customers for such access;

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

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

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

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

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

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

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

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

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

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

25 (C) the customer is given no less than 30 days
26 prior written notice of the assignment and contact

1 information for the new supplier; and

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

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

8 (1) Any marketing materials which make statements
9 concerning prices, terms, and conditions of service shall
10 contain information that adequately discloses the prices,
11 terms and conditions of the products or services.

12 (2) Before any customer is switched from another
13 supplier, the alternative gas supplier shall give the
14 customer written information that clearly and
15 conspicuously discloses, in plain language, the prices,
16 terms, and conditions of the products and services being
17 offered and sold to the customer. Nothing in this paragraph
18 (2) may be read to relieve an alternative gas supplier from
19 the duties imposed on it by item (3) of subsection (c) of
20 Section 2DDD of the Consumer Fraud and Deceptive Business
21 Practices Act.

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

24 (A) accurate, timely, and itemized billing
25 statements that describe the products and services
26 provided to the customer and their prices and that

1 specify the gas consumption amount and any service
2 charges and taxes; provided that this item (g) (3) (A)
3 does not apply to small commercial customers;

4 (B) billing statements that clearly and
5 conspicuously discloses the name and contact
6 information for the alternative gas supplier and
7 contain the following statement on every billing
8 statement: "Compare gas prices at
9 www.icc.illinois.gov/ags/products.aspx or contact your
10 retail gas supplier for your own price comparison."; if
11 an alternative gas supplier uses the utility bill, the
12 utility may collect all costs necessary to expand
13 character limits or programming costs for the addition
14 of this statement;

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

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

1 same as that required of gas utilities; and

2 (E) refunds, in a timely fashion, of all undisputed
3 overpayments upon the oral or written request of the
4 customer.

5 (3.5) Upon request from a customer, the alternative gas
6 supplier shall provide:

7 (A) a price comparison history between the
8 alternative gas supplier's rate and the customer's
9 default gas utility rate for the previous month; and

10 (B) a price comparison history between the
11 alternative gas supplier's monthly average price and
12 the customer's default gas utility monthly average
13 price for the previous 12 months or the amount of time
14 served under the contract if less than 12 months.

15 In addition, for variable rate contracts, the
16 information must include a conspicuous statement that the
17 customer has the right to terminate a variable price
18 contract without penalty if the monthly rate is 20% or more
19 above the rate offered by the applicable default gas
20 utility for that month.

21 (4) An alternative gas supplier and its sales agents
22 shall refrain from any direct marketing or soliciting to
23 consumers on the gas utility's "Do Not Contact List", which
24 the alternative gas supplier shall obtain on the 15th
25 calendar day of the month from the gas utility in whose
26 service area the consumer is provided with gas service. If

1 the 15th calendar day is a non-business day, then the
2 alternative gas supplier shall obtain the list on the next
3 business day following the 15th calendar day of that month.

4 (5) Early Termination.

5 (A) Any agreement that contains an early
6 termination clause shall disclose the amount of the
7 early termination fee, provided that any early
8 termination fee or penalty shall not exceed \$50 total,
9 regardless of whether or not the agreement is a
10 multiyear agreement.

11 (B) In any agreement that contains an early
12 termination clause, an alternative gas supplier shall
13 provide the customer the opportunity to terminate the
14 agreement without any termination fee or penalty up to
15 and including the due date for payment ~~within 10~~
16 ~~business days after the date~~ of the first bill issued
17 to the customer for products or services provided by
18 the alternative gas supplier. The agreement shall
19 disclose the opportunity and provide a toll-free phone
20 number that the customer may call in order to terminate
21 the agreement.

22 (C) No alternative gas supplier may impose a
23 termination fee or penalty to customers with variable
24 rate agreement who elect early termination when the
25 supplier's monthly rate is 20% or more above the rate
26 offered by the applicable gas utility for that month.

1 Variable rate contracts must provide a conspicuous
2 statement of this provision.

3 (D) No alternative gas supplier may charge any
4 early termination fee, charge, or penalty to
5 residential or small commercial retail customers who
6 elect early termination within the first 6 months after
7 the date of enrollment under a contract entered into
8 with that supplier as a result of door-to-door sales.
9 For purposes of complying with this subparagraph (D),
10 an alternative gas supplier shall keep records of the
11 primary method by which it acquired or obtained each of
12 its customers, whether through door-to-door sales or
13 other methods.

14 (6) Within 2 business days after electronic receipt of
15 a customer switch from the alternative gas supplier and
16 confirmation of eligibility, the gas utility shall provide
17 the customer written notice confirming the switch. The gas
18 utility shall not switch the service until 10 business days
19 after the date on the notice to the customer.

20 (7) The alternative gas supplier shall provide each
21 customer the opportunity to rescind its agreement without
22 penalty within 10 business days after the date on the gas
23 utility notice to the customer. The alternative gas
24 supplier shall disclose all of the following:

25 (A) that the gas utility shall send a notice
26 confirming the switch;

1 (B) that from the date the utility issues the
2 notice confirming the switch, the customer shall have
3 10 business days to rescind the switch without penalty;

4 (C) that the customer shall contact the gas utility
5 or the alternative gas supplier to rescind the switch;
6 and

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

8 The alternative gas supplier disclosure shall be
9 included in its sales solicitations, contracts, and all
10 applicable sales verification scripts.

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

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

16 (2) time period during which the offering will be
17 available; or

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

21 The alternative gas supplier shall file the terms and
22 conditions of such service offering including the applicable
23 limitations with the Commission prior to making the service
24 offering available to customers.

25 (i) Nothing in this Section shall be construed as
26 preventing an alternative gas supplier that is an affiliate of,

1 or which contracts with, (i) an industry or trade organization
2 or association, (ii) a membership organization or association
3 that exists for a purpose other than the purchase of gas, or
4 (iii) another organization that meets criteria established in a
5 rule adopted by the Commission from offering through the
6 organization or association services at prices, terms and
7 conditions that are available solely to the members of the
8 organization or association.

9 (Source: P.A. 95-1051, eff. 4-10-09.)

10 (220 ILCS 5/19-150 new)

11 Sec. 19-150. Purchase of receivables.

12 (a) For the purposes of this Section:

13 "Qualifying alternative gas supplier" means an alternative
14 gas supplier that (i) is certified under Section 19-110 of this
15 Act and (ii) includes its charges for gas sales made in a gas
16 utility's service area on that gas utility's bill pursuant to
17 Section 19-135 of this Act.

18 "Administrative costs" means all of the utility's costs
19 incurred in its administration of the purchase of receivables
20 program.

21 (b) Within 6 months after the effective date of this
22 amendatory Act of the 98th General Assembly, a gas utility with
23 at least 100,000 customers that offers transportation service
24 to residential customers and small commercial customers shall
25 file a tariff pursuant to Article IX of this Act that provides

1 qualifying alternative gas suppliers and gas utilities other
2 than the gas utility in whose service area the retail customers
3 are located with the option to have the gas utility purchase
4 their receivables for power and energy service (1) to
5 residential customers and small commercial customers, as those
6 terms are defined in Section 19-105 of this Article, and (2)
7 charged on the gas utility's bill.

8 (c) Receivables for energy service of alternative gas
9 suppliers shall be purchased by the gas utility at a just and
10 reasonable discount rate to be reviewed and approved by the
11 Commission after notice and hearing. The discount rate shall be
12 designed to recover all start-up and ongoing costs, including
13 uncollectible amounts associated with the gas supply provided
14 by the ARGs to its customers, that are incrementally incurred
15 by the gas utility in providing the Purchase of Receivables
16 services provided for in this Section 19-150. The Commission
17 shall base the initial discount rates, to be established
18 separately for residential and commercial classes who receive
19 service from an alternative gas supplier but are not transport
20 customers, on: (1) the natural gas utility's historical bad
21 debt experience for a similar period and rate class; (2) any
22 working capital costs arising from the lag in collections of
23 receivables associated with the natural gas utility's purchase
24 of receivables; (3) estimated incremental start-up costs,
25 levelized as appropriate; and (4) administrative costs
26 associated with the natural gas utility's purchase of

1 receivables. In subsequent discount rates, following the
2 setting of the initial discount rate, the Commission shall use
3 the average of the historical bad debt experience for all
4 participating alternative gas suppliers, without accounting
5 for the historical bad debt of the utility. The Commission
6 shall retain continuing jurisdiction and prescribe
7 reconciliation procedures to annually reconcile the natural
8 gas utility's actual bad debt experience limited to the
9 purchase of receivables program by residential and small
10 commercial customers within the program; actual incurred
11 incremental costs to provide purchase of receivables services
12 with the cost estimates employed in setting the initial or any
13 subsequent discount rate, implementing corresponding
14 adjustments to the discount rate as necessary to effect such
15 reconciliations or new costs related to the program which were
16 not part of the original approved costs. The gas utility shall
17 use similar processes for collection from alternative gas
18 supplier customers whose receivables are purchased as utility
19 customers.

20 (d) Reasonable start-up costs and administrative costs
21 associated with the gas utility's purchase of receivables shall
22 in the first instance be recovered from qualifying alternative
23 gas suppliers through the gas utility's discount rate assessed
24 by the gas utility on those qualifying alternative gas
25 suppliers who have the gas utility purchase their receivables.
26 In order to prevent barriers to suppliers' use of a purchase of

1 receivables program and ensure full cost recovery for the gas
2 utility in a timely manner, a portion of the gas utility's
3 reasonable start-up costs, subject to reasonable carrying
4 charges as determined by the Commission, may be deferred for
5 later recovery from qualifying alternative gas suppliers who
6 have the gas utility purchase their receivables through the
7 discount rate or a monthly per bill fee, if such deferral is
8 deemed to be necessary by the Commission. A gas utility may
9 request capital costs recovery sufficient to recover the return
10 of and on the gas utility investment in a purchase of
11 receivables program. The gas utility retains the rights to (1)
12 impose the same terms on residential customers supplied by
13 qualifying alternative gas suppliers with respect to credit and
14 collection, including requests for deposits, and (2)
15 disconnect the customers, if it does not receive payment for
16 its tariffed services or purchased receivables, in the same
17 manner that it would be permitted to if the customers had
18 purchased gas supply service from the gas utility. Any
19 combination gas and electric utility serving more than
20 1,000,000 total customers shall be exempt from the requirements
21 of this Section unless and until the Commission approves a
22 proposed transportation program available to residential
23 customers and small commercial customers, as those terms are
24 defined in Section 19-105, that includes consolidated billing
25 and any associated cost recovery provisions for an exempt
26 utility. With regard to exempt utilities, the Commission may

1 approve a small volume transportation tariff including
2 consolidated billing and associated cost recovery as part of a
3 general rate increase or other tariff filing.

4 (e) The tariff filed pursuant to this Section shall provide
5 for recovery of the prudently incurred costs associated with
6 the provision of this service pursuant to this Section and may
7 include other just and reasonable terms and conditions. Nothing
8 in this Section permits the double recovery of uncollectible
9 expenses from customers.

10 An alternative gas supplier shall not require a deposit or
11 credit assurance from a customer whose receivable is purchased
12 under this Section.

13 (220 ILCS 5/19-155 new)

14 Sec. 19-155. Aggregation of natural gas load by
15 municipalities, townships, and counties.

16 (a) The corporate authorities of a municipality, township
17 board of a township, or county board of a county may adopt an
18 ordinance under which it may aggregate in accordance with this
19 Section residential customers and small commercial customer
20 natural gas loads located, respectively, within the
21 municipality, the township, or the unincorporated areas of the
22 county and, for that purpose, may solicit bids and enter into
23 service agreements to facilitate for those loads the sale and
24 purchase of natural gas and related services and equipment.

25 The corporate authorities, township board, or county board

1 may also exercise such authority jointly with any other
2 municipality, township, or county. Two or more municipalities,
3 townships, or counties, or a combination of any of them, may
4 initiate a process jointly to authorize aggregation by a
5 majority vote of each particular municipality, township, or
6 county as required by this Section.

7 If the corporate authorities, township board, or the county
8 board seek to operate the aggregation program as an opt-out
9 program for residential customers and small commercial
10 customers, then prior to the adoption of an ordinance with
11 respect to aggregation of residential customers and small
12 commercial customer natural gas loads, the corporate
13 authorities of a municipality, the township board, or the
14 county board of a county shall submit a referendum to its
15 residents to determine whether or not the aggregation program
16 shall operate as an opt-out program for residential customers
17 and small commercial customers.

18 In addition to the notice and conduct requirements of the
19 general election law, notice of the referendum shall state
20 briefly the purpose of the referendum. The question of whether
21 the corporate authorities, the township board, or the county
22 board shall adopt an opt-out aggregation program for
23 residential customers and small commercial customers shall be
24 submitted to the electors of the municipality, township, or
25 county at a regular election and approved by a majority of the
26 electors voting on the question. The corporate authorities,

1 township board, or county board must certify to the proper
2 election authority, which must submit the question at an
3 election in accordance with the Election Code.

4 The election authority must submit the question in
5 substantially the following form:

6 "Shall the (municipality, township, or county in which
7 the question is being voted upon) have the authority to
8 arrange for the supply of natural gas for its residential
9 customers and small commercial customers who have not opted
10 out of such program?".

11 The election authority must record the votes as "Yes" or
12 "No".

13 If a majority of the electors voting on the question vote
14 in the affirmative, then the corporate authorities, township
15 board, or county board may implement an opt-out aggregation
16 program for residential customers and small commercial
17 customers.

18 A referendum must pass in each particular municipality,
19 township, or county that is engaged in the aggregation program.
20 If the referendum fails, then the corporate authorities,
21 township board, or county board shall operate the aggregation
22 program as an opt-in program for residential customers and
23 small commercial customers.

24 An ordinance under this Section shall specify whether the
25 aggregation shall occur only with the prior consent of each
26 person owning, occupying, controlling, or using a natural gas

1 load center proposed to be aggregated. Nothing in this Section,
2 however, authorizes the aggregation of natural gas loads that
3 are served or authorized to be served by a municipality that
4 owns and operates its own gas distribution system. No
5 aggregation shall take effect unless approved by a majority of
6 the members of the corporate authority, township board, or
7 county board voting upon the ordinance. A governmental
8 aggregator under this Section is not a public utility, agent,
9 broker, consultant, or alternative retail gas supplier.

10 For purposes of this Section, "township" means the portion
11 of a township that is an unincorporated portion of a county
12 that is not otherwise a part of a municipality. In addition to
13 such other limitations as are included in this Section, a
14 township board shall only have authority to aggregate
15 residential customer and small commercial customer natural gas
16 loads in accordance with this Section if the county board of
17 the county in which the township is located (i) is not also
18 submitting a referendum to its residents at the same general
19 election that the township board proposes to submit a
20 referendum under this subsection (a), (ii) has not received
21 authorization through passage of a referendum to operate an
22 opt-out aggregation program for residential customers and
23 small commercial customers under this subsection (a), and (iii)
24 has not otherwise enacted an ordinance under this subsection
25 (a) authorizing the operation of an opt-in aggregation program
26 for residential customers and small commercial customers as

1 described in this Section.

2 (b) Upon the applicable requisite authority under this
3 Section, the corporate authorities, the township board, or the
4 county board shall develop a plan of operation and governance
5 for the aggregation program so authorized. Before adopting a
6 plan under this Section, the corporate authorities, township
7 board, or county board shall hold at least 2 public hearings on
8 the plan. Before the first hearing, the corporate authorities,
9 township board, or county board shall publish notice of the
10 hearings once a week for 2 consecutive weeks in a newspaper of
11 general circulation in the jurisdiction. The notice shall
12 summarize the plan and state the date, time, and location of
13 each hearing. Any load aggregation plan established pursuant to
14 this Section shall:

15 (1) provide for universal access to all applicable
16 residential customers and equitable treatment of
17 applicable residential customers;

18 (2) describe demand management and energy efficiency
19 services to be provided to each class of customers;

20 (3) meet any requirements established by law
21 concerning aggregated service offered pursuant to this
22 Section; and

23 (4) clearly establish the processes that will be
24 followed in advance of the expiration of any agreement with
25 a service provider to either extend the agreement with the
26 incumbent service provider, select a new service provider

1 through a competitive solicitation process, or terminate
2 the aggregation program.

3 (c) The corporate authorities, township board, or county
4 board shall utilize a formal and public process for selecting a
5 natural gas supplier and awarding proposed agreements for the
6 purchase of natural gas and other related services that shall
7 be conducted in the following order:

8 (1) First, the corporate authorities, township board,
9 or county board may solicit bids for natural gas and other
10 related services.

11 (2) The corporate authorities, township board, or
12 county board, or the designee thereof, shall request from
13 the natural gas utility a list of those residential
14 customers and small commercial customers within its
15 aggregate area either by zip code or zip codes or other
16 means as determined by the natural gas utility. The natural
17 gas utility shall then provide to the corporate
18 authorities, township board, county board, or the designee
19 thereof, a list of the residential customers and small
20 commercial customers, including the names and addresses of
21 residential customers and small commercial customers,
22 electronically. The corporate authorities, township board,
23 county board, or the designee thereof, shall be responsible
24 for authenticating the residential customers and small
25 commercial customers contained in this listing and
26 providing edits of the data to affirm, add, or delete the

1 residential customers and small commercial customers
2 located within its jurisdiction.

3 (3) Then, notwithstanding Section 19-115 of this Act
4 and Section 2FFF of the Consumer Fraud and Deceptive
5 Business Practices Act, a natural gas utility that provides
6 residential customers and small commercial customers
7 natural gas service in the aggregate area must, upon
8 request of the corporate authorities, township board, or
9 the county board in the aggregate area, submit to the
10 requesting party, in an electronic format, those account
11 numbers, names, and addresses of residential customers and
12 small commercial customers in the aggregate area that are
13 reflected in the natural gas utility's records and verified
14 as required under item (2) of this subsection at the time
15 of the request. Any corporate authority, township board, or
16 county board receiving customer information from a natural
17 gas utility shall be subject to the limitations on the
18 disclosure of the information described in Section 19-115
19 of this Act and Section 2FFF of the Consumer Fraud and
20 Deceptive Business Practices Act, and a natural gas utility
21 shall not be held liable for any claims arising out of the
22 provision of information pursuant to this item (3).

23 (d) If the corporate authorities, township board, or county
24 board operate under an opt-in program for residential customers
25 and small commercial customers, then:

26 (1) within 60 days after receiving the bids, the

1 corporate authorities, township board, or county board
2 shall allow residential customers and small commercial
3 customers to commit to the terms and conditions of a bid
4 that has been selected by the corporate authorities,
5 township board, or county board; and

6 (2) if (A) the corporate authorities, township board,
7 or county board award proposed agreements for the purchase
8 of natural gas and other related services and (B) an
9 agreement is reached between the corporate authorities,
10 township board, or county board for those services, then
11 residential customers and small commercial customers
12 committed to the terms and conditions according to item (1)
13 of this subsection (d) shall be committed to the agreement.

14 (e) If the corporate authorities, township board, or county
15 board operate as an opt-out program for residential customers
16 and small commercial customers, then it shall be the duty of
17 the aggregated entity to fully inform all residential customers
18 and all small commercial customers in advance that they have
19 the right to opt out of the aggregation program. The disclosure
20 shall prominently state all charges to be made and shall
21 include full disclosure of the cost to obtain service pursuant
22 to Section 19-115 of this Act, how to access it, and the fact
23 that it is available to them without penalty, if they are
24 currently receiving service under that Section. Any notice sent
25 to consumers currently under contract with an alternative
26 retail gas supplier or an entity that provides services in

1 competition with and similar to an alternative retail gas
2 supplier must disclose that those who wish to participate in
3 the aggregation program (1) shall not be automatically
4 enrolled, (2) must explicitly and affirmatively enroll in the
5 program, (3) that doing so may subject them to early
6 termination fees, and (4) to consult their current agreement.

7 (f) The Illinois Commerce Commission shall adopt rules to
8 implement this Section, including, but not limited to, the
9 protection of customers already under contract with an
10 alternative retail gas supplier, gas utility processes for
11 enrollment of opt-out customers, and minimum opt-out
12 disclosure requirements for opt-out aggregation. The rules
13 adopted under this subsection (f) shall specifically state that
14 if a customer is currently under contract with an alternative
15 retail gas supplier or an entity that provides services in
16 competition with and similar to an alternative retail gas
17 supplier, the customer shall not be automatically enrolled in
18 the relevant municipal, township, or county opt-out program and
19 that the opt-out program shall not interfere with the existing
20 agreement between the customer and alternative retail gas
21 supplier or an entity that provides services in competition
22 with and similar to an alternative retail gas supplier. Nothing
23 shall prohibit a customer under contract with an alternative
24 retail gas supplier or an entity that provides services in
25 competition with and similar to an alternative retail gas
26 supplier from explicitly, in writing, affirmatively choosing

1 to enter into the local municipality's, township's, or county's
2 opt-out program. The opt-out disclosure rules adopted under
3 this subsection shall, at a minimum, disclose the possibility
4 of a contract termination fee, subject to the terms of
5 paragraph (5) of subsection (g) of Section 19-115 of this Act,
6 for those customers under contract with alternative retail gas
7 suppliers or an entity that provides services in competition
8 with and similar to an alternative retail gas supplier.

9 (g) No municipality, township, or county shall implement,
10 in its plan of operation and governance, an opt-out program
11 that automatically enrolls a customer that is currently under
12 contract with an alternative retail gas supplier or an entity
13 that provides services in competition with and similar to an
14 alternative retail gas supplier into its municipal, township,
15 or county opt-out program. A customer that is currently under
16 contract with an alternative retail gas supplier or an entity
17 that provides services in competition with and similar to an
18 alternative retail gas supplier that seeks to enroll in an
19 opt-out program shall be required by the municipality,
20 township, or county, as applicable, to explicitly, in writing,
21 affirm the choice to enter into said opt-out program via a
22 process established in the plan of operation and governance.

23 (h) Nothing in this Section shall require a natural gas
24 public utility without a Commission-approved small volume
25 transportation program to accommodate aggregated load
26 switching for any natural gas customers.

1 (220 ILCS 5/19-199 new)

2 Sec. 19-199. Repeal of Article. This Article is repealed
3 January 1, 2020.

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

6 (815 ILCS 505/2DDD)

7 Sec. 2DDD. Alternative gas suppliers.

8 (a) Definitions.

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

11 (2) "Gas utility" has the same meaning as in Section
12 19-105 of the Public Utilities Act.

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

16 (c) Solicitation.

17 (1) An alternative gas supplier shall not misrepresent
18 the affiliation of any alternative supplier with the gas
19 utility, governmental bodies, or consumer groups.

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

1 (3) An alternative gas supplier shall clearly and
2 conspicuously disclose the following information to all
3 customers:

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

6 (B) where the solicitation occurs in person,
7 including through door-to-door solicitation, the
8 salesperson's name;

9 (C) the alternative gas supplier's contact
10 information, including the address, phone number, and
11 website;

12 (D) contact information for the Illinois Commerce
13 Commission, including the toll-free number for
14 consumer complaints and website;

15 (E) a statement of the customer's right to rescind
16 the offer within 10 business days of the date on the
17 utility's notice confirming the customer's decision to
18 switch suppliers, as well as phone numbers for the
19 supplier and utility that the consumer may use to
20 rescind the contract; and

21 (F) the amount of the early termination fee, if
22 any.

23 (4) Except as provided in paragraph (5) of this
24 subsection (c), an alternative gas supplier shall send the
25 information described in paragraph (3) of this subsection
26 (c) to all customers within one business day of the

1 authorization of a switch.

2 (5) An alternative gas supplier engaging in
3 door-to-door solicitation of consumers shall provide the
4 information described in paragraph (3) of this subsection
5 (c) during all door-to-door solicitations that result in a
6 customer deciding to switch their supplier.

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

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

20 (A) An alternative gas supplier shall obtain any
21 necessary written or electronically signed
22 authorization from a customer for a change in natural
23 gas service by using a letter of agency as specified in
24 this Section. Any letter of agency that does not
25 conform with this Section is invalid.

26 (B) The letter of agency shall be a separate

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

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

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

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

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

1 (ii) the decision to change the natural gas
2 provider from the current provider to the
3 prospective alternative gas supplier;

4 (iii) the terms, conditions, and nature of the
5 service to be provided to the customer, including,
6 but not limited to, the rates for the service
7 contracted for by the customer; and

8 (iv) that the customer understands that any
9 natural gas provider selection the customer
10 chooses may involve a charge to the customer for
11 changing the customer's natural gas provider.

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

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

19 (2) An appropriately qualified independent third party
20 has obtained, in accordance with the procedures set forth
21 in this paragraph (2), the customer's oral authorization to
22 change natural gas providers that confirms and includes
23 appropriate verification data. The independent third party
24 must (i) not be owned, managed, controlled, or directed by
25 the alternative gas supplier or the alternative gas
26 supplier's marketing agent; (ii) not have any financial

1 incentive to confirm provider change requests for the
2 alternative gas supplier or the alternative gas supplier's
3 marketing agent; and (iii) operate in a location physically
4 separate from the alternative gas supplier or the
5 alternative gas supplier's marketing agent. Automated
6 third-party verification systems and 3-way conference
7 calls may be used for verification purposes so long as the
8 other requirements of this paragraph (2) are satisfied. A
9 alternative gas supplier or alternative gas supplier's
10 sales representative initiating a 3-way conference call or
11 a call through an automated verification system must drop
12 off the call once the 3-way connection has been
13 established. All third-party verification methods shall
14 elicit, at a minimum, the following information:

15 (A) the identity of the customer;

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

18 (C) confirmation that the person on the call wants
19 to make the provider change;

20 (D) the names of the providers affected by the
21 change;

22 (E) the service address of the service to be
23 switched; and

24 (F) the price of the service to be provided and the
25 material terms and conditions of the service being
26 offered, including whether any early termination fees

1 apply.

2 Third-party verifiers may not market the alternative
3 gas supplier's services. All third-party verifications
4 shall be conducted in the same language that was used in
5 the underlying sales transaction and shall be recorded in
6 their entirety. Submitting alternative gas suppliers shall
7 maintain and preserve audio records of verification of
8 customer authorization for a minimum period of 2 years
9 after obtaining the verification. Automated systems must
10 provide customers with an option to speak with a live
11 person at any time during the call.

12 (3) The alternative gas supplier has obtained the
13 customer's electronic authorization to change natural gas
14 service via telephone. Such authorization must elicit the
15 information in paragraph (2)(A) through (F) of this
16 subsection (d). Alternative gas suppliers electing to
17 confirm sales electronically shall establish one or more
18 toll-free telephone numbers exclusively for that purpose.
19 Calls to the number or numbers shall connect a customer to
20 a voice response unit, or similar mechanism, that makes a
21 date-stamped, time-stamped recording of the required
22 information regarding the alternative gas supplier change.

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

25 (4) When a consumer initiates the call to the
26 prospective alternative gas supplier, in order to enroll

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

5 (A) the identity of the customer;

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

8 (C) confirmation that the person on the call wants
9 to make the provider change;

10 (D) the names of the providers affected by the
11 change;

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

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

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

21 (5) In the event that a customer enrolls for service
22 from an alternative gas supplier via an Internet website,
23 the alternative gas supplier shall obtain an
24 electronically signed letter of agency in accordance with
25 paragraph (1) of this subsection (d) and any customer
26 information shall be protected in accordance with all

1 applicable statutes and rules. In addition, an alternative
2 gas supplier shall provide the following when marketing via
3 an Internet website:

4 (A) The Internet enrollment website shall, at a
5 minimum, include:

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

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

11 (B) Any electronic version of the contract shall be
12 identified by version number, in order to ensure the
13 ability to verify the particular contract to which the
14 customer assents.

15 (C) Throughout the duration of the alternative gas
16 supplier's contract with a customer, the alternative
17 gas supplier shall retain and, within 3 business days
18 of the customer's request, provide to the customer an
19 e-mail, paper, or facsimile of the terms and conditions
20 of the numbered contract version to which the customer
21 assents.

22 (D) The alternative gas supplier shall provide a
23 mechanism by which both the submission and receipt of
24 the electronic letter of agency are recorded by time
25 and date.

26 (E) After the customer completes the electronic

1 letter of agency, the alternative gas supplier shall
2 disclose conspicuously through its website that the
3 customer has been enrolled and the alternative gas
4 supplier shall provide the customer an enrollment
5 confirmation number.

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

11 Alternative gas suppliers must be in compliance with the
12 provisions of this subsection (d) within 90 days after the
13 effective date of this amendatory Act of the 95th General
14 Assembly.

15 (e) Early Termination.

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

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

1 alternative gas supplier. The agreement shall disclose the
2 opportunity and provide a toll-free phone number that the
3 customer may call in order to terminate the agreement.

4 (f) The alternative gas supplier shall provide each
5 customer the opportunity to rescind its agreement without
6 penalty within 10 business days after the date on the gas
7 utility notice to the customer. The alternative gas supplier
8 shall disclose to the customer all of the following:

9 (1) that the gas utility shall send a notice confirming
10 the switch;

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

14 (3) that the customer may contact the gas utility or
15 the alternative gas supplier to rescind the switch within
16 10 business days; and

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

19 The alternative gas supplier disclosure shall be included
20 in its sales solicitations, contracts, and all applicable sales
21 verification scripts.

22 (g) The provisions of this Section shall apply only to
23 alternative gas suppliers serving or seeking to serve
24 residential and small commercial customers and only to the
25 extent such alternative gas suppliers provide services to
26 residential and small commercial customers.

1 (Source: P.A. 97-333, eff. 8-12-11.)

2 Section 99. Effective date. This Act takes effect upon
3 becoming law.".