

OFFICIAL FILE
ILLINOIS COMMERCE COMMISSION

For Commission Use Only:
Case: 03-0675

FORMAL COMPLAINT

2003 NOV -4 A 11: 04
CHIEF CLERK'S OFFICE

Illinois Commerce Commission
527 E. Capitol Avenue
Springfield, Illinois 62701

ORIGINAL

Regarding a complaint by (Person making the complaint): William Shaw, as Trustee of Land Trust #8181

Against (Utility name): Illinois Power Company

As to (Reason for complaint) Illinois Power Company's refusal to provide utility extensions until it receives a cash deposit violates sections 410.410(c)(1) and 500.310(c)(1) of Title 83 of the Illinois Administrative Code.

in Edwardsville Illinois.

TO THE ILLINOIS COMMERCE COMMISSION, SPRINGFIELD, ILLINOIS:

My mailing address is Coffey Law Firm, P.O. Box 247, 125 N. Buchanan St., Edwardsville, IL 62025

The service address that I am complaining about is Stonebridge Subdivision in Edwardsville, Illinois

My home telephone is []

Between 8:30 A.M. and 5:00 P.M. weekdays, I can be reached at [618] 656-2244

(Full name of utility company) Illinois Power Company (respondent) is a public utility and is subject to the provisions of the Illinois Public Utilities Act.

In the space below, list the specific section of the law, Commission rule(s), or utility tariffs that you think is involved with your complaint.
410.410(c)(1) and 500.310(c)(1) of Title 83 of the Illinois Administrative Code.

Have you contacted the Consumer Services Division of the Illinois Commerce Commission about your complaint? Yes No

Has your complaint filed with that office been closed? Yes No

Please state your complaint briefly. Number each of the paragraphs. Please include time period and dollar amounts involved with your complaint. Use an extra sheet of paper if needed.

Please see attached.

Please clearly state what you want the Commission to do in this case:

Please see attached.

Date: October 30, 2003
(Month, day, year)

Complainant's Signature *William Shaw*

If an attorney will represent you, please give the attorney's name, address, and telephone number. John McCracken Phone: 618-656-2244
Coffey Law Firm, P.C.
125 N. Buchanan St.
Edwardsville, IL 62025

You need to file the original with the Commission. Also, provide one copy for each utility complained about (referred to as respondents).

VERIFICATION

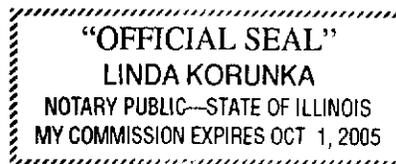
A notary public must witness the completion of this part of the form.

I, William Shaw, Trustee of Land Trust #8181, first being duly sworn, say that I have read the above petition and know what it says.
The contents of this petition are true to the best of my knowledge.

(Signature) *William Shaw*

Subscribed and sworn/affirmed to before me on (month, day, year) October 30, 2003

Linda Korunka
Notary Public, Illinois



NOTE: Failure to answer all of the questions on this form may result in this form being returned without processing. If you have questions, please call the counselor in the Consumer Services Division that handled your informal complaint.

**Attachment to Formal Complaint
By William Shaw, Trustee of Land Trust # 8181**

Brief Statement of Complaint:

1. Mr. William Shaw, as Trustee of Land Trust 8181, is developing a residential subdivision commonly known as "Stonebridge" in Edwardsville, Illinois. The Stonebridge subdivision is located in Illinois Power Company's service territory. Mr. Shaw has requested Illinois Power to extend the existing Illinois Power gas and electric services to a newly developed section of Stonebridge subdivision.
2. In past dealings with Illinois Power, after Mr. Shaw made the cash deposit to Illinois Power for utility service extensions in Stonebridge subdivision, Illinois Power refused to make the utility extensions, seized the cash deposit, and conditioned the utility extensions on Mr. Shaw's settlement of an unrelated lawsuit involving Illinois Power. Mr. Shaw is justifiably cautious in now making any further cash deposits to Illinois Power. Unfortunately, Mr. Shaw does not have a choice in using another utility provider.
3. At issue in this complaint is Illinois Power's refusal to provide the utility extensions until it receives a cash deposit equal to the cost of the extension above the free limit. Illinois Power's conditioning the utility extension upon receipt of a cash deposit violates sections 410.410(c)(1) and 500.310(c)(1) of Title 83 of the Illinois Administrative Code.
4. Regarding an extension of electric utility service, the Illinois Administrative Code states the utility "shall make the line extension...upon the agreement by the applicant to deposit with the utility an amount... equal to the estimated cost of the extension above the free limits." 83 ILAC §410.410(c)(1) (emphasis added). A mirror provision is stated in the Illinois Administrative Code regarding extensions of gas utility service. 83 ILAC 500.310(c)(1).
5. The Illinois Administrative Code requires only an agreement by an applicant to make a deposit. The Code does not expressly require the utility company's receipt of the deposit prior to the utility making the extension.
6. Mr. Shaw agreed to make the deposit as required by the Illinois Administrative Code. Specifically, Mr. Shaw offered Illinois Power an Irrevocable Letter of Credit from the Bank of Edwardsville (FDIC insured), in an amount equal to costs above the free limit, payable to Illinois Power upon completion of the utility extension. Illinois Power refused the Irrevocable Letter of Credit and has refused to complete the requested utility extension. Illinois Power's refusal violates the express provisions of the Illinois Administrative Code.
7. The requested utility extension is necessary for the continued development of Stonebridge subdivision. As a result of Illinois Power's refusal to accept the Irrevocable Letter of Credit and refusal to complete the requested utility extension, Mr. Shaw has suffered damages including lost business and lost sales of subdivision lots, additional finance charges resulting from the delayed sales, and attorneys fees and costs.

8. Further, an order requiring Illinois Power to extend the utilities upon its receipt of an irrevocable letter of credit is necessary to protect the public from Illinois Power's practice of manipulating the public's cash deposits into leverage to then seek concessions from its customers.

Relief Sought:

- A. Order Illinois Power Company to accept Mr. Shaw's Irrevocable Letter of Credit as satisfaction of the requirement to agree to provide a deposit;
- B. Order Illinois Power to build the requested utility extensions without delay; and,
- C. Award Mr. Shaw monetary damages for the lost business and lost sales of subdivision lots, the additional finance charges resulting from the delayed sales, and attorneys fees and costs.