

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.

SEE ATTACHED

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

NOTICE: If personal information (such as a social security number or a bank account number) is contained in this complaint form or provided later in this proceeding, you should submit both a public copy and a confidential copy of the document. *Any personal information (Social Security Number, Driver's License Number, Medical Records, etc.) contained in the public copy should be obscured or removed from the document prior to its submission to the Chief Clerk's office. Any personal information contained in the confidential copy should remain legible.* If personal information is provided in your public copy, be advised that it will be available on the internet through the Commission's e-Docket website. The confidential copy of any filing you make, however, will only be available to Commission employees. If you file both a public and confidential version of a document, clearly mark them as such.

Today's Date: August 23, 2012
(Month, day, year)

Complainant's Signature: 
attorney for Sunrise Continuing Care,
LLC

If an attorney will represent you, please give the attorney's name, address, telephone number, and e-mail address.

Paul F. Conarty 1400 Fechner Circle, North Aurora, IL 60542. Ph: 630-907-4680
email address: pconarty@sbcglobal.net

When you finish filling out this complaint form, you need to file the original with the Commission's Chief Clerk. When filing the original complaint, be sure to include one copy of the original complaint for each utility company complained about (referred to as respondents).

VERIFICATION

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

I, _____, Complainant, 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.


Complainant's Signature

Subscribed and sworn/affirmed to before me on (month, day, year) _____

(NOTARY SEAL)

Signature, Notary Public, Illinois

NOTE: Failure to answer all of the questions on this form may result in this form being returned without processing.

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Sunrise Continuing Care, LLC)
)
vs.) Docket No. 12-0442
)
Commonwealth Edison Company)

AMENDED COMPLAINT

For its Amended Complaint Sunrise Continuing Care, LLC (“Sunrise”) against Commonwealth Edison Company (“Edison”) states as follows:

1. This Complaint is based upon Edison’s contention that Sunrise is in violation of tariffs ILL C.C. No. 10, General Terms and Conditions, Second Revised Sheet No. 152 and Sheet No. 161.

2. Sunrise is a Delaware limited liability company and is qualified to do business in the State of Illinois and operates a senior living residential facility at 1250 W. Central Road, Arlington Heights, Illinois (the “Facility”).

3. The Facility is a multi-story building containing residential apartments, dining, recreational and other amenities for the housing and care of senior (over 65 years of age) citizens. Edison provides electric service to the Facility.

4. The Facility was originally owned by the Marriott Corporation and apparently during Marriott’s ownership, Marriott constructed a dining facility over a platted easement in which Edison contends it maintains a cable that serves not only the Facility but other properties as well.

5. Sometime in April or May 2011, Deidra Wolfe, a “Senior Account Representative” with Edison contacted Sunrise and told Sunrise’s Director of Environmental Services that there was a fault at an unspecified location in the Edison cable that allegedly ran under the dining room that Marriott has constructed. She said that in order to repair the alleged fault Edison would relocate the cable and charge Sunrise for all costs to do so. She gave no explanation of either the work that needed to be done or the costs Edison proposed to charge Sunrise.

6. She also stated that if the allegedly faulty cable was repaired immediately there was a material risk that power would be lost in a substantial portion of the surrounding area, including a Federal Government Installation immediately across the street from the Facility and a large condominium project immediately adjacent to the Facility.¹

7. Sunrise was unwilling to accede to Edison's demands without a complete explanation of the situation and the costs Edison proposed to charge.

8. Thereafter extensive discussions and correspondence took place between Ms. Wolfe and Sunrise's employees and attorney during which Sunrise's employees and attorney repeatedly requested details regarding the location of the cable, the location, the nature and reason for the fault and the cost to repair it. Wolfe refused to provide any of the requested information and the discussions with Ms. Wolfe stalemated.

9. In an effort to revive those discussions Sunrise's attorney contacted Edison's legal department. Further discussions took place at that level but Edison continued to refuse to provide any information more than photographs and a hand marked drawing purporting to show the location of the fault. Edison provided no cost data.

10. On or about March 27, 2012 Seth Granback, an Edison employee, sent a "Customer Work Agreement" to Sunrise and requested that Sunrise sign it and pay Edison \$37,818.88. That Agreement also stated that the costs to repair the alleged fault could exceed that amount. See Exhibit "A" attached hereto.

11. On or about March 28, 2012 Edison, without waiting for a reply to Granback's correspondence, sent an unsigned "30 DAY NON-COMPLIANT NOTIFICATION" to Sunrise. See Exhibit "B" attached.

12. In that Notification Edison contended: "On December 22, 2011, a ComEd representative found a **condition** (unspecified) at your service location at 1250 W. Central Road in Arlington Heights, Illinois that violates the terms under which you receive electric service from Com Ed." That notification specifically contended that Sunrise violated ICC tariffs quoted therein. Sunrise promptly disputed that Notification.

13. Sunrise then filed an "Informal Complaint" with the Commission (No. 2012-05582) in an effort to bring Edison to the table to discuss the situation. Sunrise was never

¹ Despite Ms. Wolfe's dire predictions, to date no such power failure has occurred as a result of the alleged fault.

provided with evidence of any response to that Complaint and therefore elected to pursue the matter through a Formal Complaint.

14. Edison continues to refuse to provide requested information and has provided no explanation for its refusal to do so. Instead, Edison continues to insist that Sunrise is in violation of tariffs ILL C.C. No. 10, General Terms and Conditions, Second Revised Sheet No. 162 and Sheet No. 161.

16. Because of Edison's refusal to provide the requested information, Sunrise continues to refuse to sign and return the "Customer Work Agreement and hand Edison a blank check.

WHEREFORE, Sunrise Continuing Care, LLC prays that:

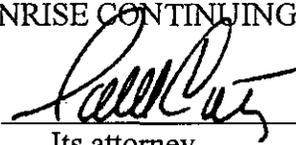
A. The Commission find and rule that Sunrise is not in violation of Tariffs ILL C.C. No. 10, General Terms and Conditions, Second Revised Sheet No. 152 and Sheet No. 161.

B. The Commission find and rule that Sunrise is not required to comply with Tariffs ILL C.C. No. 10, General Terms and Conditions, Second Revised Sheet No. 152 and Sheet No. 161 until Commonwealth Edison provides detailed information to Sunrise regarding the following:

- i. The nature of the alleged fault;
- ii. The precise location of the alleged fault;
- iii. The type, age, condition and estimated age of the cable alleged to be faulty;
- iv. A fully detailed breakdown, with backup, of the proposed charge of \$37,818.88; and

C. Such other and further relief as is just and proper in the premises.

Respectfully submitted,
SUNRISE CONTINUING CARE, LLC

By: 

Its attorney

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