

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

Bernard and Anne Hettinger,)	
Complainants,)	
)	
-vs-)	
)	Docket No. 14-0390
Ameren Illinois Company)	
d/b/a Ameren Illinois,)	
Respondent.)	
)	
Complaint as to billing/charges in)	
Grafton, Illinois.)	
)	

REPLY BRIEF OF AMEREN ILLINOIS COMPANY

This isn't a breach of contract claim. It's a formal complaint case. In order to prevail, the Complainants must prove that Ameren Illinois Company d/b/a Ameren Illinois ("Ameren Illinois") violated a statute, order, or rule of the Illinois Commerce Commission ("the Commission"). See 83 Ill. Admin. Code § 200.170(c). They have not done this. Nowhere do Complainants allege, let alone prove, that Ameren Illinois violated any applicable statute, Commission order or Illinois Administrative Code provision. As a result, Ameren Illinois must prevail in this matter.

Under the Public Utilities Act, 220 ILCS 5/1 et seq., a complainant bears the burden of proving the allegations in his or her complaint. PlastoFilm Industries, Inc. v. Commonwealth Edison Company, ICC Docket No. 94-0119, 1999 WL 33915076 (July 8, 1999). In seeking to carry this burden and substantiate his or her allegations, a complainant must prove his or her case by a preponderance of the evidence. *Id.*

Complainants have not met or carried their burden to prove whatever it is they are trying to prove (see above). In fact, the only thing they have proven is that they failed to comply with Ameren Illinois' natural gas service line installation requirements. In their Initial Brief, Complainants cite Ameren Illinois' alleged failure to bury their service line to the depth requested, advancing what appears to be some quasi-contractual theory. Ameren Illinois strongly disputes this factual contention¹. But regardless, this argument is all trees and no forest.

Ameren Illinois' tariffs require that before it begins to install gas facilities a property owner "establish the final grade of the route upon which the Company's gas supply facilities will be located...". Gas Service Schedule Ill. C. C. No. 2 Original Sheet No. 4.005.

¹ Ameren Illinois maintains that it reinstalled the entirety of the service to a depth of three feet, at the request of Mr. Hettinger.

As emphasized in Ameren Illinois' Initial Brief, at hearing Mr. Hettinger admitted using a loader to remove 2 – 3 feet of topsoil from his front yard following installation of his gas service pipe. Tr., p. 64 (emphasis added). You can't do that.

And Complainants dig themselves deeper into a hole (figuratively and most likely literally) with continuing incriminating statements made in their Initial Brief. For example, they argue in effect that they were not removing dirt from the front yard at the time of the second break, they were adding to it. See Initial Brief of Complainants, p. 5. You still can't do that. Regardless of whether you are adding or subtracting dirt you should not drive a loader across a newly installed service. Loaders are heavy. They can break plastic service pipe.

Ameren Illinois' tariffs provide that Customers are responsible for any damage to Company metering or other gas facilities on a Customer's Premises, regardless of whether the damage was caused by the Customer or was intentional. See Gas Service Schedule III. C. C. No. 2 Original Sheet No. 4.004.

The \$678.59 in dispute is owed to Ameren Illinois under the authority of this provision. On July 29, 2013, Ameren Illinois repaired Complainants' ruptured service line and billed them \$678.59. Ameren Ex. 1.6 details the costs incurred as a result of the repair work and the underlying basis for the \$678.59 in dispute. This amount is owned by Complainants to Ameren Illinois.

Complainants were aware of the requirement to have their lot to final grade prior to the installation of natural gas facilities. Complainants ignored this requirement. This action is in violation of Ameren Illinois' tariffs. And it's dangerous. In this case, these actions resulted in \$678.59 in well-documented damages owed by Complainants to Ameren Illinois. Ameren Illinois requests an order confirming Complainants' liability and directing them to pay the amount in dispute.

DATED: March 23, 2015

Respectfully submitted,

AMEREN ILLINOIS COMPANY
d/b/a Ameren Illinois

A handwritten signature in blue ink, appearing to read "Eric Dearmont". The signature is fluid and cursive, with a large initial "E" and "D".

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CERTIFICATE OF SERVICE

I, Eric Dearmont, counsel for Ameren Illinois Company, certify that a copy of the foregoing *Post Hearing Reply Brief* was filed on the Illinois Commerce Commission's e-docket and was served electronically to all parties of record in Docket No. 14-0390 on this 23rd day of March, 2015.



Eric Dearmont