



MANAGER'S REPORT FOR JULY 15, 2011
GENERAL INFORMATION AND RESPONSES TO MAYOR & COMMISSIONER REQUESTS

Places to be this Week...

Coffee with the Council – Saturday, July 16, 2011 at 9:00 am at the Downers Grove Farmers Market, Main Street Train Station

Tuesday, July 19, 2011 – The Village Council meeting will be held in the Village Council Chambers at 7 p.m.

Future Calendar Reminders...

Long Range Financial Plan Meetings – This year's LRFP meetings will take place in the Village Hall Committee Room on the following dates:

Tuesday, July 26, 2011 at 6:30pm

Tuesday, August 23, 2011 at 6:30pm

Tuesday, August 30, 2011 at 6:30pm (if necessary)

FY12 Budget Workshop – Saturday, October 1, 2011 at Fire Station 2. Time TBD.

Com Ed System Reliability Report – Several residents have contacted the Village Council and staff with concerns about Com Ed's response to the recent severe storms and the overall reliability of the Com Ed electrical distribution system. At Tuesday's Council meeting, the Village Council requested that staff provide additional information about responding to resident concerns about Com Ed reliability.

Currently, when the Village becomes aware of areas of poor electrical service reliability, staff works with Com Ed leadership to address the issue. If the issue is not addressed in a timely manner, the Village facilitates a meeting among the affected residents, Com Ed senior leadership, Village elected officials and State legislators to encourage Com Ed to address the issue. In recent years, this approach has resulted in reliability improvements in the areas specifically brought to Com Ed's attention. Staff has started this process to address concerns raised by Mr. Toller at the previous two Council meetings. Staff will provide the Council with progress reports on this issue.

In response to Council's request, staff will be developing a reliability report that looks at the issues related to the reliability of the electricity distribution system on a Village-wide basis. The report will provide information about the Com Ed system, as well as outages that have occurred within the Village over the past five years. The report will also identify system improvements that Com Ed has committed to and lay out options that the Village Council can consider to ensure that improvements to the system continue to be made and reliability increases. The report should be completed within the next several weeks and will be presented to the Village Council at a future meeting.

Other municipalities that have experienced poor reliability from the Com Ed system have filed suit against Com Ed. Darien filed a suit against Com Ed following the 2005 sub-station explosion that resulted in a settlement agreement (see attached). Pursuant to the settlement agreement Com Ed made improvements to the electrical system. The Village of Deerfield also filed suit against Com Ed in 2008. The suit claims that Com Ed failed to provide adequate and reliable electrical service. The Court initially ruled that the Illinois Commerce Commission should hear the complaint. The Village of Deerfield is continuing with its legal action against

Com Ed, which according to a March 2011 article is estimated to have cost the Village \$250,000. Additional information from the Village's website, along with related Chicago Tribune and Trib Local articles are attached.

Letters to Properties to be Annexed – As part of the Village's high priority strategic plan item to involuntarily annex qualifying properties into the Village (see attached Strategic Plan report for overall project update), letters were sent out today via certified mail regarding the Council's consideration of the annexations at the August 9 and August 16 Council Meetings.

Annual Water Distribution System Leak Detection Survey – Under contract with the Village, M.E. Simpson began this year's leak detection survey on June 27. To date they have surveyed 17.9 miles of the water system and no water main leaks have been reported. They are working from south to north.

July 11 Storm Response – Concentrated cleanup of tree debris that fell from public parkway trees as a result of this storm will be complete as of Friday, July 15. Staff will continue to address hanging, broken tree branches in public parkway trees as a part of normal operations in the coming weeks.

ONGOING PROJECTS

Belmont Underpass

Work Performed This Week:

- RR bridge, structural steel for track 3, place concrete for backwalls, set collision protection beam, set south boarding platform beams, set precast concrete boarding platforms on structure, and waterproof track 3.
- Southeast & southwest stairwells, frame, reinforce, and place concrete for stairwell walls.
- Northeast & northwest stairwell canopies, install wood blocking/nailers for roof trusses & set roof trusses/sheathing.
- Pedestrian tunnel south ramp/stairs, frame, reinforce, and place concrete for exterior walls & Install drainage and backfill.
- Pedestrian tunnel north canopy, set roof trusses/sheathing & cast stone and masonry end walls & column wraps.
- South boarding platform, set precast panels.
- Highway bridge, construct sidewalk & parapet.
- Pump station, install electrical/mechanical equipment.
- Retaining walls B&C, lagging and install drainage

Work Planned For Next Week:

The regularly scheduled progress meeting on 7/14/11 for the Metra/Belmont Grade separation project was cancelled and therefore no work schedule for the week of 7/18/11 was provided by the contractor.

- Percent Complete: 61%

Information about the project is provided on the Village's and Metra's web sites.

2010 Resurfacing (B) Phase 2

Awarded Amount: \$1,843,543.38

Contract Completion Date: Portion postponed until spring 2011

Work Performed This Week:

Additional parkway prep in the 5th and 6th St area.

Work Anticipated Next Week:

Additional parkway prep and sod placement should take place on 5th and remaining part of 6th end of this week and the week of 7/18.

- Percent Complete 98%

2011 Roadway Maintenance Program, Street Resurfacing (A) Phase 1

Awarded Amount: \$1,832,424.50

Contract Completion Date: 8/5/11

Anticipated Start of Construction: Early June, 2011

Work Performed This Week:

Concrete curb and gutter, drive and sidewalk removal and replacement operations continued throughout the Springside / Bolson area.

Surface removal operations completed all Lake / Sherman area and partially complete on Franklin. Also complete on Devereux, Ticonderoga Pl, White Pl, Springside Ave and Bolson west of Springside.

Base patching operations have begun in the Sherman area.

Some parkway restoration prep has begun in the Lake / Sherman area and Franklin area.

Work Planned for Next Week:

Concrete curb and gutter, drive and sidewalk removal and replacement operations should be completed throughout the Springside / Bolson area end of this week or week of 7/18.

Base patching operations should be completed in the Sherman / Davis area and may progress to the Franklin and Devereux area week 7/18.

Paving operations may begin in the Lake / Sherman area week of 7/18

Surface removal operations should continue remaining portion of Bolson, Bradley Ct, Palmer and Meade / Revere area end of this week or week 7/18.

Some parkway restoration prep should continue in the Franklin area and progress to the Devereux etc area.

- Percent Complete 30%

2011 Roadway Maintenance Program, Street Resurfacing (B) Phase 2

Awarded Amount: \$1,676,260.57

Anticipated Start of Construction: August, 2011

2011 Preventive Seal

Awarded Amount: \$153,000.00

Contract Completion Date: July 2011

Work Performed This Week:

Crack seal on Prairie Ave., Wood Creek Dr., Birchwood Pl., Gierz St., Wilson St., Austin St., Ashley Ct., and Ashbrook Pl.

Work Planned For Next Week:

Crack seal on Prairie Ave., Kenyon St., Lacey Rd., and 31st St.

Percent Complete: 40%

2011 New Sidewalk Installation Program

Work Performed This Week:

Tree root pruning and tree removal work is completed. Excavation for new sidewalk is completed on Lee Avenue and 40th Street. Sawcutting of asphalt driveways was completed.

Work Planned for Next Week:

Install sidewalk on Lee Avenue. Stormsewer work on Lee and 40th Street.

Continue excavation for sidewalks on Seeley, Morton and Prospect.

2011 Replacement Sidewalk Program (S-006-11 & S-006-12)

S-006-11 Awarded Amount: \$140,525.00

Start of construction is scheduled for July 18th.

The duration of project is 30 days.

S-006-12 Awarded Amount: \$46,200.00

Start of construction is scheduled for July 14th.
The duration of project is 30 days.

2011 Paver Crosswalk Upgrades (S-007-11)

Awarded Amount: \$129,727.50

Construction started on July 12th.

The duration of the project is 25 days.

Work Performed This Week:

Crosswalk demolition work at Rogers St. & Main St. intersection, Highland Ave. & Rogers St. intersection, Highland Ave. & Warren Ave. intersection, Warren Ave. & Main St. intersection, Burlington Ave. & Main St. intersection, and Burlington Ave. & Mochel Dr. intersection.

Work Planned for Next Week:

Crosswalk paving work at Rogers St. & Main St. intersection, Highland Ave. & Rogers St. intersection, Highland Ave. & Warren Ave. intersection, Warren Ave. & Main St. intersection, Burlington Ave. & Main St. intersection, and Burlington Ave. & Mochel Dr. intersection

McCollum Park Stormwater Improvements

Current Contract Amount: \$1,250,204.53

Project is Substantially Complete

Current Contractual Punch List Completion Date: May 31, 2011

Work Performed This Week:

This project is complete. There are ongoing responsibilities for turf maintenance.

- Percent Complete (per contract): 100%

Maple/BNSF Railroad Grade Reduction

Awarded Amount: \$365,469.28

Contract Completion Date: August 12, 2011

The intersection was closed Tuesday June 28th and will be closed until 12th. A detour is in place along 55th Street and Fairview Avenue.

The contractor completed installation of storm sewer this week and began replacement of water main. Replacement of water main is scheduled to be completed next week. Contractor is also scheduled to start building up intersection south of the tracks.

Street Light Replacement, Concord Square II

Awarded Amount: \$31,930.52

Construction to start this summer.

Contract duration is 120 days.

2nd and Cumnor

Anticipated Bid Award Date July 19, 2011

Construction projected to begin in late July or early August and be completed by November 4, 2011. Electric, gas, cable and water meter services have been removed in preparation for future demolition. The landscape plan has been received and will be implemented under a separate contract. Plantings are anticipated to be completed in the spring of 2012. The adjustment and relocation of a gas line is anticipated for the middle of July. The existing homes will be utilized by the police department and fire department throughout the month of July to perform training exercises.

Work to Be Performed This Week

ComEd to begin utility pole relocations.

Storm Sewer Replacement on Washington Street, Grant to Ogden

Scheduled Bid Opening Date: July 14, 2011

Anticipated Village Council Workshop Date: August 2, 2011

Anticipated Start of Construction: Late August

Estimated Construction Duration: 60 days

Prentiss Creek Sub E – Kensington Place

Kickoff meeting for Concept Design with design consultant, Living Waters Consultants completed 5/6/11.

Completed concept design report anticipated late July.

Storm Rehabilitation Project - Prospect Avenue Lincoln to Chicago

Awarded Amount: \$65,946.00

Notice of Award was issued. All required bonds were received from the contractor.

A preconstruction meeting is scheduled for next week.

Washington Street/Sherman Street Stormwater Improvements

Current Contract Amount: \$547,159.12

Contract Completion Date: December 19, 2010

Work Performed This Week:

Project closeout and punch list items

Work Planned for Next Week:

Project closeout and punch list items

- Percent Complete: 99%

Davis St Storm Sewer

Project advertised July 1, 2011. Bid opening on July 15, 2011.

Lacey Creek (Sub G) Stormwater Improvements - 35th St between Saratoga and Venard

Design underway. Draft Report and 50% Construction Plans to be delivered July 2011. Delivery of plans/report is 2 weeks behind schedule; however, the project's 2011 construction schedule currently is unaffected.

Lacey Creek (Sub D), 39th St., West of Saratoga, SW-075

Preliminary report exhibits received. Final project report detailing existing drainage problems as well as proposed drainage solutions is expected next week.

SJN Sub B, Storm Sewer on Pershing Ave

Current Contract Amount: \$364,112.00

Collection of insurance certificates and performance bonds underway. Pre-construction meeting anticipated for next week.

Green Streets/Sustainable Water Program and Downtown Business District Water Quality Enhancements

Design contract amount \$26,397.80

A progress meeting was held this week to discuss the first draft of the Final Report as well as the Green Streets Pilot Project preliminary design plan.

Streambank Stabilization - St. Joseph North Branch

Design/Build contract amount \$298,719.00

Preliminary design continues in preparation of upcoming permit submittals.

COMPLETED PROJECTS

Washington Park Stormwater Improvements

Current Contract Amount: \$3,055,860.23

Project is Substantially Complete

Current Punch List Completion Date: May 31, 2011

Work Performed This Week:

The replacement of damaged fountain parts was completed.

This project is complete. There are ongoing responsibilities for turf maintenance. It is likely the contractor will not be able to install extra ornamental fence requested by the Park District and this item may be deducted from the contract. Other fence-related items on the punch list that have not yet been addressed may also be deducted from the contract and the contract closed.

- Percent Complete (per contract): 100%

59th Street Streambank Stabilization

Contract amount \$18,249.50

This project is complete. Three years of vegetative maintenance and monitoring will continue to be performed through 2013.

- Percent Complete: 100%

Lacey Creek Streambank Stabilization

Contract Amount: \$561,200.00

The construction of this project is complete. An ongoing vegetative maintenance and monitoring program will continue over the next 3 years.

- Percent Complete: 100%

2010 Water Main Improvements

Punch list items for this project have been completed.

- Percent Complete: 100%

Attachments

City of Darien Settlement Agreement

Information regarding Village of Deerfield lawsuit

Annexation Initiative Strategic Plan Item

**Consent Agreement
Between the City of Darien
and Commonwealth Edison Company**

RECITALS

Whereas, the City of Darien ("the City") filed a Complaint for Declaratory Judgment, Specific Performance and other Relief entitled "City of Darien v. Commonwealth Edison Company," Lawsuit No. 2005 MR 1183, in the Circuit Court of the 18th Judicial Circuit, DuPage County, Illinois (the "DuPage Lawsuit"), in which it claimed that Commonwealth Edison Company ("ComEd") had failed to provide electrical service as required under the terms of a 1996 Franchise Agreement between them; and

Whereas, the City concurrently initiated an Illinois Commerce Commission complaint with substantially the same allegations entitled the "City of Darien vs. Commonwealth Edison Company," Docket Number 05-0601, ("the ICC Complaint"); and

Whereas, Commonwealth Edison Company ("ComEd") has independently decided to provide compensation in response to reasonable and appropriate claims by ComEd customers as a result of an August 10, 2005 outage caused by a substation fire ("the Fire"); and

Whereas, ComEd believes that it has substantial defenses to both the DuPage Lawsuit and the ICC Complaint; and

Whereas, the parties, without acknowledging the standing of any party, the jurisdiction of any particular forum, and the validity of any argument raised, or without admitting liability of any kind, but cognizant of the expense of further litigation, have agreed to settle and compromise the DuPage Lawsuit and the ICC Complaint as described herein;

Now, therefore, in consideration of the promises and release contained in this Consent Agreement, the City and ComEd do hereby mutually covenant and agree as follows:

TERMS

1. Reliability Initiatives; Verification.

(a) ComEd has proposed to the City, and has already initiated work on, a "Reliability Enhancement Plan," dated August 18, 2005 (the "Plan"). The terms and conditions of the Plan are incorporated herein by reference. ComEd agrees to complete the work identified in the Plan.

(b) ComEd will provide reasonable cooperation with a one-time review of the Plan by an expert of the City's choice. ComEd will reimburse the City in the amount of up to \$20,000 for expenses incurred by the City in retaining an expert who will also advise the City if ComEd has substantially completed the work identified in the Plan. The expert shall timely notify the City when it concludes that the Plan work has been "substantially complete," which shall mean 1) that items scheduled to be complete by December 15, 2005, and 2) those items identified from circuit inspections and customer outage reviews

by the date of this Consent Agreement have been completed, except for minor or “punch list” items as are reasonably recognized by the expert.

(c) ComEd commits to complete each item by the date designated in the Plan unless (1) the City agrees to defer, cancel, or delay the item or (2) the item’s completion is prevented by a force majeure. In the case of force majeure, the item will be completed in as timely a manner as is reasonably possible, after consultation with the City.

2. **Resolution of Customer Who Seek Compensation.** ComEd has independently decided to provide compensation in response to reasonable and appropriate claims by ComEd customers as a result of the Fire. ComEd has selected an outside firm to assist with the processing of these claims. The parties agree that Darien will not institute any other action on behalf of others for losses or damages related to the substation fire if ComEd completes the claims processing response as stated. Customers may accept offers to resolve their claims or reject those offers and pursue their claims in the appropriate forum; a decision on an individual claim is not subject to challenge under this Consent Agreement.
3. **Resolution of the City’s Claims.** ComEd shall process and pay the City for reasonable and appropriate costs specifically attributable to the substation fire, which City has identified will not exceed \$5,000. City’s costs shall not include expenses that would normally be provided at no cost to any business operation in the City. Each party shall be responsible for its own costs and attorneys’ fees connected with the DuPage Litigation and the ICC Action.
4. **Environmental Data Verification.** Although ComEd provided information to the City about fire air emissions, the parties recognize that the City remains concerned about air emissions from the fire. Within 15 days of the signing of this Consent Agreement, ComEd shall obtain, from the independent entity that performed ComEd’s air emissions testing, a summary for the City. In addition, although foam and not water was used to extinguish the substation fire, ComEd shall obtain, from the independent entity that performed ComEd’s water tests, a summary of water analysis results from the manhole near the substation.
5. **Periodic Reporting.** ComEd representatives shall periodically appear at future City Council meetings in order to update the Council and residents as to the status of the Plan, and provide a quarterly report. Once the Plan has been substantially completed, no further appearances will be required pursuant to this Consent Agreement.
6. **Binding Agreement.** The City and ComEd each represent to the other that they understand this Consent Agreement is binding within its stated limits and to the applicable period, that they have had the opportunity to consult with counsel or other representatives of their choice, and that they are fully informed of the nature and contents of this Consent Agreement. The City and ComEd each represent to the other that they enter into this Consent Agreement of its own free will without any threat or coercion whatsoever. The parties understand that this Consent Agreement is a compromise, and that by entering into this Consent Agreement

they have elected to accept the certainty of the specified items contained herein in exchange for a release of additional relief that may have been available if the DuPage Litigation and ICC complaint had continued, or a loss of the ability to obtain a ruling on the total denial of relief that was sought.

7. **Dismissal of Litigation.**

(a) The City and ComEd recognize that most of the ComEd commitments made in this Consent Agreement will be completed within the next 60 days. Accordingly, the parties will cause the ICC complaint and the DuPage Lawsuit to be dismissed, subject to limited jurisdiction to enforce the terms of this Consent Agreement to the extent allowed. Under no circumstances will the City seek to utilize that limited jurisdiction except to obtain specific relief for non-satisfaction of the obligations contained in Paragraphs 1, 3, 4 or 5 above, and shall not use the Plan obligations as a basis for utilizing the limited jurisdiction once the Plan is determined to be substantially complete by its expert. The Court's limited jurisdiction shall, in any event, expire two (2) years from the date of acceptance.

(b) ComEd's entry into a stipulated dismissal and any limited retention of jurisdiction by the court handling the DuPage Lawsuit does not constitute a waiver by ComEd of its future opportunity to challenge the standing to assert these claims in state court, or the jurisdiction of a state court to hear the underlying claims. However, ComEd will not object to the Court's limited jurisdiction to enforce this Consent Agreement by its terms.

8. **Cooperation.** The City and ComEd agree to collaborate on any public statements issued by either party related to the subject matter of this Consent Agreement to the extent reasonably possible or necessary. This in no way shall be construed to limit the City's ability to comment on matters that affect or concern its residents or businesses.

9. **Integration.** This Consent Agreement constitutes the sole agreement of the parties with respect to the subject matter thereof. The City and ComEd each warrant to the other that no considerations other than those stated in this Consent Agreement have been offered by either party or their agents and agree that, in any event, no other representations, agreements, conditions, terms, or considerations relating to the subject matter of this Consent Agreement shall be valid or binding upon them. The City understands and agrees that nothing herein waives or modifies ComEd's rates, tariffs, or general conditions of service. No amendment or modification to this Consent Agreement shall be valid unless it is made in writing and executed by the authorized representatives of the City and ComEd.

-----Page Break-----

In witness whereof, the City of Darien and Commonwealth Edison Company have caused this Consent Agreement to be executed this ____ day of November 2005.

Commonwealth Edison Company

City of Darien

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Village of Deerfield Files Class Action Lawsuit Against Commonwealth Edison

4/2/2009

(Last Updated April 2, 2009)

On April 17, 2008 the Village of Deerfield filed a class action lawsuit against Commonwealth Edison at the Lake County Circuit Court in Waukegan. Despite continued pressure by the elected officials and Village staff that ComEd make system upgrades in Deerfield, the community has suffered 82,347 individual customer power outages during 1,377 separate electric failures since 2000. According to ComEd's own figures, only 13% of these outages were weather-related. To add to that, four circuits that serve this community are among the 1% worst performing circuits in the entire ComEd system. The prolonged outages that many experienced in August 2007 only underscored the significant system problems in this community that have been plaguing residents and businesses for several years. The class action lawsuit filed in Lake County Circuit Court charges that ComEd violated the Illinois Public Utilities Act and their franchise agreement with Deerfield and its residents and businesses by failing to provide adequate and reliable electric service and failing to maintain infrastructure necessary to provide that service. It calls for compensation for actual damages as well as punitive damages for ComEd's willful refusal to repair and maintain its electrical systems and circuits. The suit's objective is to have the electric distribution system in Deerfield fixed by ComEd and maintained to provide safe and reliable service.

The Village was informed on Friday, August 29 that Judge Berrones, the judge assigned to this case, granted ComEd's motion to dismiss the Village's suit as he believed it was a matter that is within the jurisdiction of the ICC. He did not rule on the merits of the case. The Village of Deerfield is disappointed with the August 29, 2008 Circuit Court decision based on jurisdiction rather than substance, but it will pursue this case on the yet untested merits. The Village continues to believe that ComEd has provided extraordinarily poor electric service in violation of its franchise agreement. That wrong still remains and so does Deerfield's right to pursue a remedy in an appropriate forum. The Village is reviewing the decision with its legal advisors in order to consider appeal options. The Deerfield electric system has had some of ComEd's worst performing circuits according to ComEd's own records each of the last several years.

The Village's appeal brief was filed on December 31, 2008.

This week (April 2, 2009), the Village's Special Counsel filed the reply brief with the 2nd Appellate Court in Elgin, Illinois. The Court will now decide if it would like to hear oral arguments or proceed directly to a decision based on the written documents. There is no set time frame for the Court to make a decision. The Village's appeal seeks to overturn the Circuit Court's decision that the Illinois Commerce Commission, not the Circuit Court, should consider the Village's claims.

Residents and businesses that wish to reach out the Village for more information may contact the Village Manager's Office at 847.719.7400 or via email at deermail@deerfield.il.us.

[Filing- Class Action Lawsuit](#)[Mayor Harris' Statement re: ComEd Lawsuit, April 21, 2008](#)[Glossary of Interruption Causes](#)[Press Release - April 17, 2008](#)[Meeting Announcement](#)[Brief of Plaintiff-Appellant \(Village of Deerfield in Support of Appeal\)](#)[Reply Brief of Plaintiff-Appellant \(Village of Deerfield\) in Support of Appeal](#)[Brief of Defendant-Appellee Commonwealth Edison Company](#)[Appendix to Brief of Defendant-Appellee Commonwealth Edison Company](#) (Large File)[Back to News](#)



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Suit against ComEd moves ahead

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After Appellate Court victory, Deerfield continues to fight over
what village says are chronic power outages

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January 27, 2010 | By Anna Tarkov, SPECIAL TO THE TRIBUNE

Following a partial court victory, Deerfield officials are moving ahead with their lawsuit seeking damages from Commonwealth Edison Co. for what they say are chronic outages.

But when, if ever, local customers might see any money from the first-of-its-kind lawsuit remains unclear.

Last month, an Appellate Court overturned a dismissal of the case, opening the door for Deerfield residents and businesses eventually to claim some damages from the electric company. Now the village is asking the court to allow a wider range of damages and to force ComEd to repair a system that, the company acknowledged, has failed 1,377 times in Deerfield -- causing more than 82,000 individual customer outages -- since 2000.

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After continually pushing for system upgrades that they say never came, the village sued ComEd in 2008, contending that it violated its franchise with Deerfield customers -- and the Illinois Public Utilities Act -- by failing to maintain its infrastructure well enough to provide reliable service in town.

Initially, a Lake County circuit judge dismissed the case, saying it was a matter for the Illinois Commerce Commission to decide. But last month, the 2nd District Appellate Court said Deerfield customers could, in theory, be owed damages. Now the village hopes the court will consider expanding on what residents could claim.

"Things like property damage, flooding damage and mold remediation were approved, but economic losses such as having to buy a battery-operated generator, sump pump or staying in a hotel were not," said village attorney Peter Coblenz. "However, we believe that the court has looked at the issue of damages too narrowly, and that is why we have asked for the case to be reheard."

A spokesman for ComEd said the company was also pleased with the latest ruling because it did send some aspects of the case to the commerce commission, which is where ComEd officials believe it belongs.

Deerfield Village Manager Kent Street said there has been steady interest from residents in the case, on which the village has spent about \$150,000.

But with the case going back to both the Commerce Commission and Circuit Court -- and with opportunities on both sides to appeal -- any mechanism for customers to begin to claim damages "is still in the future," Coblenz said.

More documents are due in court from ComEd on Feb. 5 and from the village Feb. 19.

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Deerfield hires utility legal experts for court battle with ComEd



By Sue Ter Maat TribLocal reporter March 8 at 4:35 p.m.

Deerfield officials have hired a law firm that specializes in energy regulation for its lawsuit against Commonwealth Edison Co., which the village blames for too many power outages.

Trustees voted unanimously to retain Chicago-based DLA Piper for its lawsuit against the electricity giant that Deerfield filed in 2008.

As part of the DLA deal, the firm agreed to give the village a 15 percent discount on what would be the lead attorney's hourly rate of \$655, according to village documents. Part of the firm's specialty involves representing clients with utility disputes before the Illinois Commerce Commission, which will consider some aspects of the case, village officials said.

Since the village began its legal feud with ComEd, it has spent about \$250,000, said Deerfield's Village Manager Kent Street.

The hiring of DLA is the latest chapter in a nearly three-year battle with ComEd that the village claims has given its residents shoddy service between 2000 and 2007.

According to the lawsuit, the village claims ComEd's refusal to upgrade its system in Deerfield has resulted in outages for more than 82,000 customers during about 1,300 separate electric failures. Deerfield claims only 13 percent of those outages were weather-related.

Deerfield officials have claimed that a number of residents and businesses had to buy backup generators and battery-operated sump pumps due to the frequent outages.

Food that required cooling spoiled in refrigerators that did not have power and some residents had to pay for temporary housing. The village of Deerfield had to expend municipal and police resources to assist those who were without power, the suit claims.

In 2008, ComEd issued a statement in response to the lawsuit, saying it had consulted with Deerfield officials about the outages and had presented the village with a plan to address the disruptions. Also, a ComEd spokesman said the company disputes some of the village's outage claims in its lawsuit.

