

CAPTION SHEET

SE MANAGEMENT SYSTEM

- 1. REPORT DATE: 00/00/00
- 2. BUREAU: BCS
- 3. SECTION(S):
- 5. APPROVED BY: DIRECTOR: SUPERVISOR:
- 6. PERSON IN CHARGE:
- 8. DOCKET NO: P-00072309
- 4. PUBLIC MEETING DATE: 00/00/00
- 7. DATE FILED: 05/22/07
- 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: PECO ENERGY COMPANY

COMP/APP COUNTY:

UTILITY CODE: 110550

ALLEGATION OR SUBJECT

PETITION OF PECO ENERGY COMPANY UNDER SECTION 56.118 OF TITLE 52 OF THE PENNSYLVANIA CODE FOR WAIVER FROM MEDICAL CERTIFICATION PROCEDURES AND FOR PERMISSION TO TERMINATE SERVICE TO EVAN L. RICHARDS, WHO HAS NOT MET HIS DUTY TO PAY UTILITY BILLS.

DOCUMENT  
FOLDER

**DOCKETED**  
MAY 24 2007

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**ORIGINAL**

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May 22, 2007

**RECEIVED**

MAY 22 2007

James McNulty, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, PA 17120

*P-00072309*

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**Re: Petition of PECO Energy Company pursuant to 52 Pa. Code § 56.118 for waiver from the Commission's medical certificate procedures, in particular to contest the validity of a certification pursuant to § 56.118(a)(1), and to terminate service prior to expiration of the certificate, pursuant to § 56.118(a)(2).**

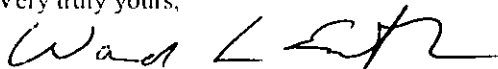
Dear Mr. McNulty:

Enclosed for filing with the Commission is an original and 3 copies of a Petition in the above referenced matter.

This Petition, which challenges a medical certificate, is a novel filing for PECO Energy. Please note that, in the text of the enclosed Petition, PECO requests accelerated consideration of this matter.

Also enclosed is an extra copy of this letter, which I request that you date stamp and return to me in the envelope provided as proof of filing. I have enclosed a Certificate of Service showing that a copy of the above document was served on the interested parties.

Very truly yours,



Ward L. Smith  
Counsel for PECO Energy Company

MSS/zr

Enc.

DOCUMENT  
FOLDER

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

PETITION OF PECO ENERGY COMPANY :  
PURSUANT TO 52 PA. CODE § 56.118 : DOCKET NO. P- 00072309  
FOR WAIVER FROM THE COMMISSION'S :  
MEDICAL CERTIFICATE PROCEDURES, IN :  
PARTICULAR TO CONTEST THE VALIDITY :  
OF A CERTIFICATION PURSUANT TO :  
§ 56.118(a)(1), AND TO TERMINATE SERVICE :  
PRIOR TO EXPIRATION OF THE CERTIFICATE:  
PURSUANT TO § 56.118(a)(2)

**RECEIVED**

MAY 22 2007

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**PETITION OF PECO ENERGY COMPANY**

PECO Energy Company ("PECO Energy," "PECO," or the "Company") hereby petitions the Commission, pursuant to 52 Pa. Code § 56.118, requesting waiver from the Commission's medical certificate procedures.<sup>1</sup> In particular, pursuant to 52 Pa. Code § 56.118(a)(1), PECO Energy contests the validity of a medical certificate dated May 16, 2007 and signed by Dr. Akkaraju V. Sarma related to PECO's residential customer Mr. Evan L. Richards. In addition, PECO requests that, whether or not the Commission holds the certificate invalid, it allow PECO to terminate service pursuant to 52 Pa. Code § 56.118(a)(2) because Mr. Richards has not made equitable arrangements to make payment on his bill. PECO also seeks accelerated investigation and decision on this issue, and further requests that once the Commission has issued its decision waiving the medical certification procedures, PECO be allowed to terminate immediately without issuing a new 10-day notice. In support of this Petition, PECO Energy states as follows:

**ORIGINAL**

<sup>1</sup> The statutory requirement for medical certificates, found at 66 Pa. C.S. § 1406(f), and the procedure for seeking waiver of the Commission's medical certificate procedures, found primarily at 52 Pa. Code § 118, are set out at length in paragraphs 10-13 of this Petition.

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## I. Factual Background

1. *Account and Delinquency of Evan L. Richards:* Evan L. Richards is a residential electric service customer of PECO Energy. His service address is located in the Overbrook section of Philadelphia, at 700-02 N. 63<sup>rd</sup> Street. Electric service is provided to this address under account number 56462-00209. The residence itself is a 13-room house with a multi-car garage. In 2005, a Low Income Usage Reduction Program (“LIURP”) audit was conducted (LIURP Report attached as Exhibit 1). The auditors determined, among other things, that the central heating system needs repair and that Mr. Richards appears to be using multiple space heaters to heat the property. There is some question as to the number of occupants at the property; the 2005 LIURP Report states that there were five residents at that time, but in May 2007 PECO was informed that Mr. Richards is the only occupant at this service address.<sup>2</sup> In any event, Mr. Richards continues to have high usage at this service address. Mr. Richards takes service pursuant to PECO Energy’s Cap Rate D. Mr. Richards has, in the past, entered into numerous payment arrangements (arranged both by the Commission’s Bureau of Consumer Services and directly by PECO).<sup>3</sup> He is not current on his most recent payment arrangement and has made only one payment on his account in 2007 (in February, for \$350.00.) Due to the combination of these factors, Mr. Richards has an extremely high account balance of \$42,297.63.

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<sup>2</sup> Based on its own research, PECO notes that Mr. Richards – or someone using his phone number – is advertising rooms for rent in the Overbrook section of Philadelphia. *See* [www.phillyforrent.com/rentalslisting/20-0002078973-01](http://www.phillyforrent.com/rentalslisting/20-0002078973-01). The number of residents therefore may be somewhat fluid.

<sup>3</sup> *See* PECO’s Utility Report, attached as Exhibit 2, for details. As noted therein, Mr. Richards has made and broken at least seven payment arrangements since 2001. PECO notes that, by filing its Utility Report with this Petition, it meets the requirements of 52 Pa Code § 56.118(b), which requires that a Petition for Waiver of Medical Certificate be accompanied by a utility report.

2. **10-Day Notice to Terminate:** On May 2, 2007, PECO Energy sent Mr. Richards written 10-day notice that, due to his delinquent account balance, his electric service would be terminated on or after May 15, 2007.

3. **72-Hour Notice to Terminate; Subsequent Discussions with Customer and His Attorney; Termination of Service:** On May 7, 2007, PECO Energy called Mr. Richards' residence to provide him with 72-hour notice that his service would be terminated on or after May 15, 2007. On May 9, 2007 Mr. Richards' private attorney, Lawrence E. Feldman, Esq., contacted PECO Energy (through its Legal Department) requesting new payment terms to avoid the scheduled May 15, 2007 termination.<sup>4</sup> PECO Energy spoke to or exchanged emails/letters with Mr. Feldman several times over the next few days, attempting to reach acceptable terms. No acceptable payment arrangement was reached.<sup>5</sup> Consequently, on May 15, 2007 at approximately 10 a.m., PECO Energy terminated electric service to 700-02 N. 63<sup>rd</sup> Street.

4. **No Mention of Illness or Medical Condition:** Although Mr. Richards has been on payment arrangements and the CAP Rate for years, PECO has no record that he has ever raised the issue of an illness or medical condition in the past. In addition, the January 2005 LIURP Report (attached as Exhibit 1) notes, on a page signed by Mr. Richards (p. 5), a "No" for the line "Needs AC for medical reasons . . ." and a "No" for the line "Medical Equipment present . . . ." PECO's account records indicate that in February 2006 Mr. Richards told a

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<sup>4</sup> Mr. Feldman has represented Mr. Richards in some of his prior payment arrangement negotiations and complaint proceedings with PECO.

<sup>5</sup> In Paragraphs 17 *et. seq.* of this Petition, PECO addresses the issue of the parties being unable to reach an equitable arrangement for Mr. Richards to pay his bills.

PECO customer service representative that he had no medical conditions. Finally, at no time during pre-termination discussions did either Mr. Richards or Mr. Feldman make any mention of an illness or medical condition.

5. ***Post-Termination Filing of a Formal Complaint; Request for Reconnection:***

On May 15, 2007, at approximately 10:30 a.m., Mr. Feldman contacted PECO's Legal Department, stating that he had filed a formal complaint with the PUC on behalf of Mr. Richards and demanding that PECO not terminate service as scheduled.<sup>6</sup> When informed that service had already been terminated, Mr. Feldman requested that service be reconnected. That request was denied. In that call, Mr. Feldman made no mention of an illness or medical condition. At around 11 a.m. that day, Mr. Feldman faxed a copy of the formal complaint to PECO. The Complaint states that Mr. Richards contests "[m]uch of th[e] amount" on his bill, but does not mention an illness or medical condition.<sup>7</sup>

6. ***Second Request for Reconnection:*** Shortly after Mr. Feldman had completed the call with PECO's Legal Department, Mr. Richards and Mr. Feldman contacted PECO Energy's customer service department and requested to have Mr. Richards' service reconnected.

Reconnection was denied. The customer service representative then forwarded Mr. Richards'

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<sup>6</sup> As noted in paragraph 3 of this Petition, service had already been terminated earlier that morning, at approximately 10 a.m.

<sup>7</sup> The next morning, May 16, 2007, the Commission notified PECO, via fax copy of the Complaint, that it had received the Complaint filed by Mr. Feldman on behalf of Mr. Richards. Docket No. C-20077724 was assigned to the matter.

call to Mr. Peter Longo, a Senior Supervisor in customer service, for further discussion.<sup>8</sup>

(Because Attorney Feldman was on the call, PECO's Legal Department also participated in the call.) During the call with Mr. Longo, Mr. Richards stated that he believes he owes "about one-third" (that is, about \$14,000) of the bill, but contests the remainder. Neither Mr. Richards nor Mr. Feldman made any mention of an illness or medical condition.

7. ***Medical Certificate Received:*** The next day, May 16, 2007, Mr. Feldman faxed PECO a copy of a medical certificate (attached as Exhibit 3), signed by Dr. Akkaraju V. Sarma.<sup>9</sup> The medical certificate states, under the heading "Nature of Illness," that Mr. Richards has "Shortness of breath and hyperlipidemia." Under the heading "Specific reason utility service is required to prevent aggravation of the illness," Dr. Sarma wrote: "Health will deteriorate." Under the heading "How long do you expect the illness to last?" Dr. Sarma wrote: "30 days."

8. ***Additional Information Obtained Regarding The Medical Certificate:*** Later during the day of May 16, 2007, PECO contacted Dr. Sarma to confirm that the medical certificate had been signed by him and to obtain additional information on the issue of "Specific reason utility service is required to prevent aggravation of the illness." Dr. Sarma informed PECO that his concern was that, if Mr. Richards needed to make a phone call to contact help

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<sup>8</sup> The previous day, because of the large balance on this account and the pending termination, PECO had made a note on the account directing that calls on this account should be routed to Mr. Longo or other senior personnel.

<sup>9</sup> The medical certificate has several date and time stamps on its face, apparently from the document being faxed from PECO to Mr. Feldman, and then from Mr. Feldman to Dr. Sarma. PECO's log shows that the medical certificate was received by its automated fax system at 1:33 p.m. on May 16, 2007.

while his electricity was off, his phone might not work and he might not be able to make such a call. Dr. Sarma also frankly stated that he had signed the medical certificate, in whole or significant part, “to give Mr. Richards thirty days to restructure his debt.”<sup>10</sup>

9. ***Service Reconnected After Receipt of Medical Certificate:*** At about noon, May 17, 2007, a PECO field crew arrived at 700-702 N. 63<sup>rd</sup> Street to restore electric service. Mr. Richards was not present. PECO conducted the normal tests to determine whether it could safely re-energize without an occupant being present. Those tests showed that there was potential load on the meter – essentially, that appliances or other electrical devices were still plugged in and would immediately begin to operate upon reconnection of service. Reconnection of service in such circumstances is unsafe. Per its normal operating procedure, PECO’s field personnel therefore left written material at the house informing Mr. Richards of the need to call and schedule a time for reconnection when he could be present. In addition, PECO went beyond its normal procedure and, at about 1 p.m., contacted Mr. Feldman’s office to inform him of the situation. Shortly thereafter, Mr. Richards and Mr. Feldman contacted PECO to schedule a time for reconnection. Service was restored that evening at about 5 p.m.

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<sup>10</sup> PECO notes that, although it is requesting the Commission to investigate this matter, it is also sending a letter to Dr. Sarma pursuant to 52 Pa. Code § 56.113 seeking written verification of Dr. Sarma’s signature and seeking additional information regarding the specific nature of the aggravation of condition that he alleges would occur. Under § 56.113, PECO has seven days to send such a confirming letter, and wishes to preserve its right to investigate this issue through all possible methods.

## II. Legal Standards

10. ***Statutory Standard for Issuing a Medical Certificate:*** The Pennsylvania Public Utility Code, 66 Pa. C.S. § 1406(f) and 1407(b)(1), states that a utility may not terminate electric service, and must reconnect service within 24 hours:

. . . when a licensed physician or nurse practitioner has certified that the customer or a member of the customer's household is seriously ill or afflicted with a medical condition that will be aggravated by cessation of service.

11. ***Regulatory Provision For Contesting The Validity Of A Medical Certificate:***  
The Commission's regulations state that a utility may contest the validity of a medical certificate by filing a petition:

A utility may petition the Commission for waiver from the medical certification procedures for the following purposes: (1) *Contest the validity of a certification.* To request an investigation and hearing by the Commission or its designee when the utility wishes to contest the validity of the certification.

52 Pa. Code § 56.118(a) and (a)(1).

12. ***Regulatory Provision For Requesting Termination of Service Prior To Expiration Of Certification:*** The Commission's regulations also state that a utility may seek permission to terminate service prior to the expiration of a medical certificate for failure to equitably arrange to make payments on bills:

A utility may petition the Commission for waiver from the medical certification procedures for the following purposes: (2) *Terminate service prior to the expiration of a certificate.* To request permission to terminate service for the failure of the ratepayer to equitably arrange to make payments on bills.

52 Pa. Code § 56.118(a) and (a)(2).

13. ***Regulatory Provision Providing For Informal Evaluation and Determination***

***By Staff:*** The Commission's regulations further state that the procedures described above shall be implemented via informal action by its staff:

Upon the filing of a petition for waiver of medical certification, Commission staff will review the facts and issue an informal written decision.<sup>11</sup>

52 Pa. Code § 56.118(c).

**III. Argument**

**A. The Commission's Staff, Pursuant To 52 Pa. Code § 56.118 (a)(1) and (c), Should Determine That Mr. Richards' Medical Certificate Is Not Valid.**

14. ***No Medical Condition Will Be Aggravated:*** The medical certificate signed by Dr. Sarma is invalid for two reasons. First, Dr. Sarma did not identify any medical condition that will be aggravated by absence of electric utility service. In his discussions with PECO, Dr. Sarma acknowledged that his concern with respect to Mr. Richards' condition is *not* whether absence of electric utility service will aggravate that condition, but rather whether Mr. Richards will be able to make phone calls. This concern is not sufficient to meet the statutory standard that a medical certification should issue only if the customer is "afflicted with a medical condition that will be aggravated by cessation of service."<sup>12</sup>

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<sup>11</sup> PECO seeks expeditious treatment of this Petition. If the Commission deems that this matter is more appropriate for immediate hearing by the Office of Administrative Law Judge, PECO has no objection to that procedure.

<sup>12</sup> As noted in paragraph 10 of this Petition, the full statutory standard for issuing a medical certificate is whether a member of the household "is seriously ill or afflicted with a medical condition that will be aggravated by cessation of service." Dr. Sarma made no statement that either hyperlipidemia – colloquially, high cholesterol -- or shortness of breath meets the standard

15. ***Dr. Sarma Stated That He Signed The Medical Certification For Non-Medical Reasons.*** The second reason that the medical certificate signed by Dr. Sarma is invalid is because – as he frankly stated during his discussions with PECO – he granted the certificate in whole or significant part “to give Mr. Richards thirty days to restructure his debt.” There is no provision in the statute or regulations to allow a medical doctor to issue a medical certificate for the financial purpose described by Dr. Sarma.

16. ***The Commission Should Issue A Decision That The Medical Certificate Is Invalid And Allow PECO Energy To Terminate Service.*** The Commission should conduct such factual investigation and hearings as it deems necessary, and then issue a decision that the medical certification is invalid for the reasons stated above. In addition, PECO requests that the Commission specifically state in its decision that PECO is authorized to terminate service, notwithstanding the fact that there is now a formal complaint pending in Docket No. C-20077724. At the time that PECO terminated service on the morning of May 15, 2007, it had properly notified Mr. Richards of the delinquency on his account and that his service was scheduled for termination. At the time of termination, PECO had not been served with either a complaint or a medical certificate. In normal circumstances, the pre-termination filing of a complaint will result in a “hold” on termination activity, while the post-termination filing of a formal complaint is not grounds for reconnection of service. Thus, if no medical certificate had been filed, the filing of a complaint would not have resulted in reconnection of service.

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of being a “serious illness” pursuant to 66 Pa. C.S. § 1406(f), and PECO has therefore only argued the “aggravation” issue in the present filing.

Mr. Richards' invalid medical certificate should not serve as the basis to change his electric service status from the category of a post-termination complaint to the category of a pre-termination complaint. Customers who file an invalid medical certificate should not be able to misuse that procedure and thereby improve their position with regard to termination and reconnection. But that is exactly what Mr. Richards will achieve, unless the Commission grants PECO's request and issues a decision allowing it to terminate service due to the invalidity of the medical certificate.<sup>13</sup>

**B. Even If The Medical Certificate Is Deemed Valid, The Commission Should Still Issue An Order Allowing PECO To Terminate Service Pursuant to 52 Pa. Code § 56.118(a)(2).**

**17. *No Equitable Arrangement To Make Payments On Bills.*** Under 52 Pa. Code § 56.118(a)(2), the Commission may allow termination even if a valid medical certification exists, upon a finding that the customer has failed to make equitable arrangements to make payments on bills. In this case, Mr. Richards has failed to make such an arrangement. PECO therefore requests that the Commission allow it to terminate service to this location even if it determines that a valid medical certification exists.

PECO does not wish to reveal settlement offers from its discussions with Mr. Richards and Mr. Feldman that they may have considered to be confidential. With that said, PECO is fully aware that it is required, pursuant to 52 Pa. Code § 56.97(b), to exercise good faith and fair

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<sup>13</sup> PECO also notes that, even though a complaint is pending in Docket No. C-20077724, during pre-termination discussions Mr. Richards admitted that there are thousands of dollars of uncontested billings on his account – amounts which are overdue and unpaid. There is ample ground for the Commission to decide that PECO may proceed with termination.

judgment in attempting to enter a reasonable settlement or payment arrangement. PECO therefore believes that it must at least provide the Commission with background information to assist in its evaluation of this issue.

The Commission's regulations provide guidance on the factors that should be taken into account when evaluating equitable arrangements to make payments on bills. 52 Pa. Code § 56.97(b) states, in relevant part, that:

The utility, through its employees, shall exercise good faith and fair judgment in attempting to enter a reasonable settlement or payment agreement or otherwise equitably to resolve the matter. *Factors to be taken into account* when attempting to enter into a reasonable settlement or payment agreement include [1] the size of the unpaid balance, [2] the ability of the ratepayer to pay, [3] the payment history of the ratepayer and [4] the length of time over which the bill accumulated. (numbers in brackets have been added to provide structure to the Petition's argument.)

PECO addresses each of these factors individually in the following paragraphs.

**18. *Mr. Richards' Has A Very Large Unpaid Balance.*** Mr. Richards' account balance of \$42,297.63 is extremely high. Indeed, PECO believes that this is the highest single residential delinquency of its entire 1.2 million residential customers.

One of the primary reasons that the size of the unpaid balance is a factor is because the size of any settlement or payment arrangement must be calibrated to the size of the account balance. The most obvious example of this calibration is found in 66 Pa. C.S. § 1405, which generally sets forth the rules for Commission-ordered payment agreements. PECO notes that, under § 1405, the most liberal payment arrangement that can be ordered is a 60-month payment arrangement, which is available only to customers who make less than 150% of the Federal

Poverty Level. Thus, using the most liberal standard available that the law allows under any circumstances,<sup>14</sup> Mr. Richards would have a payment arrangement of \$42,297.63/60 months, or approximately \$704.96 per month in addition to his current usage or budget amount.

PECO believes that the sheer magnitude of Mr. Richards' account balance requires that he not be given this most liberal of payment arrangements. Indeed, PECO believes that Mr. Richards should be required to make a substantial upfront payment to significantly reduce his balance before it would consider any payment arrangement. In addition, settlement of this matter would have required that Mr. Richards make a binding commitment to pay, at a minimum, his current usage (or budget) plus 1/60<sup>th</sup> of the balance remaining after that substantial upfront payment.

Using these guidelines, PECO rejected the offer made by Mr. Richards. It is, perhaps, sufficient to say that Mr. Richards' offer was for an upfront payment that PECO considers to be quite small in relation to the outstanding balance, and that the offer made no commitment toward future payment behavior other than that Mr. Richards intends to pay for his future usage. Given the magnitude of Mr. Richards' account balance, and his past failure to pay even his current bills, such an offer is simply not sufficient.

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<sup>14</sup> Because Mr. Richards has already been granted numerous payment arrangements by the PUC (and broken those arrangements), PECO does not believe that Mr. Richards is entitled to a Commission-ordered payment arrangement. See 66 Pa. C.S. § 1405(d). In this case, PECO utilized the 60-month rule as a guide to assist it in evaluating Mr. Richards' offer.

**19. *It Has Been Problematic To Determine Mr. Richards' Current Income.*** PECO is also required to take into account a customer's ability to pay. As noted above, PECO has analyzed Mr. Richards' settlement offers as though he was a low-income customer, applying the 60-month period as one of its key criteria in assessing Mr. Richards offer. With that said, it has been quite difficult to determine Mr. Richards' income level with certainty.

Mr. Richards currently takes service under PECO's CAP Rate D. In order to be eligible for that CAP Rate, Mr. Richards was required (by the terms of the Rate) to verify that his income level was between 51% and 100% of the Federal Poverty Level. PECO's records indicate that Mr. Richards was making \$3000 per month in 2004, which dropped to \$2000 per month later in 2004 and into 2005. However, he last provided income verification in February 2006, at which time he stated that his income was \$800 per month (which at that time was equivalent to 74% of the Federal Poverty Level.)

In February 2007, Mr. Richards called the Company and stated that his income was then \$250 per month, but despite the Company's request he did not provide verification of that newly claimed level of income. In March 2007, Mr. Richards called again and stated that his income is \$250 per month; again he did not provide verification. On May 15, 2007, Mr. Richards called the Company and stated that his income is \$150 per month. He has not provided any verification of that income level.

On the other hand, on May 9, 2007, Mr. Feldman wrote the Company and stated that Mr. Richards' income level is \$1000 per month, all characterized as "salaries, wages & tips," half of

which he attributed to Mr. Richards' salary from his music management and production company, WorldBeat Records. See <http://membrane.com/rombox/acc/>. (Mr. Richards performs under the name "Richard 'Jah' Ace.")

These conflicting, near contemporaneous statements by Mr. Richards and his attorney obviously place some doubt as to Mr. Richards' actual income level. From PECO's perspective, this doubt is compounded by additional factors that recently came to its attention. For example, on May 10, 2007, Mr. Feldman wrote to the Company that in late 2005 Mr. Richards appeared (as Richard "Jah" Ace) in the movie *In Her Shoes* (with Cameron Diaz and others) and wrote and performed two songs for the soundtrack. According to Mr. Feldman, publicity from the movie caused Mr. Richards' 2006 income to be atypically high and therefore, he stated, 2006 should not be utilized as a base year for determining Mr. Richards' finances. Yet during 2006 Mr. Richards verified to the Company that his income was \$800 per month, which was a substantial *decrease* from the monthly income amounts he reported in 2004 and 2005.

Similarly, the issue of Mr. Richards' income is put further into doubt by questions as to whether he is renting rooms in the subject residence. As noted in footnote 2 of this Petition, either Mr. Richards or someone using his phone number is advertising rooms for rent in the Overbrook section of Philadelphia. Given that in 2005 the LIURP auditors found that there were five residents occupying Mr. Richards' dwelling, PECO believes that there is at least some reasonable question as to whether Mr. Richards has or over time will have additional income associated with renting rooms at the subject residence.

In sum, ascertaining Mr. Richards' actual income level has been difficult. However, for purposes of conducting its good faith evaluation of Mr. Richards' offer to settle this matter, PECO accepted his statements that he is a low-income customer. Even viewed from that perspective, however, PECO concluded that Mr. Richards' offer had no reasonable chance of reducing his outstanding balance, or indeed of even meaningfully slowing down its growth rate.

**20. *Mr. Richards' Has A Very Poor Payment History.*** Another factor a utility must consider is the ratepayer's payment history. As noted earlier in this Petition, Mr. Richards has a very poor payment history. He has entered into, and broken, at least seven payment arrangements since 2001. These include payment arrangements ordered by the Commission, payment arrangement entered into as a result of settling litigation, and payment arrangements entered into by PECO Energy in an attempt to allow Mr. Richards to make sufficient payments to keep his electric service.

Moreover, it is worth briefly reviewing some of the terms Mr. Richards has broken. Prior to statutory implementation of Chapter 14, Mr. Richards entered into, and broke, payment arrangements to pay his current usage (or budget) plus \$50 per month and, on another occasion, plus \$100 per month. More recently, he absolutely shattered a payment arrangement to pay his budget plus \$587.96 a month, making only one payment this year totaling \$350.00. PECO sees no reason to believe that Mr. Richards will alter his behavior and begin to keep future payment arrangements, or for that matter even begin to paying for his current usage.

PECO also notes that, once Mr. Richards received his 10-day termination notice, he made no payment on his account. After his electric service was restored due to the medical certification, neither Mr. Richards nor Mr. Feldman contacted PECO to continue discussion of an equitable payment arrangement, and Mr. Richards *still* has made no payment on his account.

**21. *Length of time over which the bill accumulated.*** The final factor to be considered is the length of time over which the bill accumulated. This factor is primarily evaluated in order to provide some balance between the period during which an arrearage accumulated and the period over which it will be paid. For example, an arrearage that has developed over two years should theoretically be matched with a two-year payment arrangement.

Mr. Richards' arrearage developed over a number of years, and presumably any payment arrangement would recognize that fact. Indeed, as noted above, PECO evaluated Mr. Richards' offer on the assumption that a 60-month payment arrangement would be applied, once an upfront payment reduced the outstanding balance by a reasonable amount. However, as noted above PECO has no reason to believe that Mr. Richards can or will keep a multi-year payment arrangement.

The combination of all of these factors resulted in Mr. Richards and PECO being unable to reach an equitable agreement for payment of bills. Given all of the discussion above, including that Mr. Richards' recent history is so poor and that his arrearage is so high, PECO

requests that the Commission grant it the authority to terminate service, even if it finds that the medical certificate is valid.

**C. The Commission Should Give Accelerated Treatment To This Request and Should Allow PECO To Terminate Upon Issuance Of The Commission Decision, Without Providing An Additional 10-Day Notice.**

**22. *The Commission Should Give This Petition Accelerated Treatment.*** The basis for PECO's request for accelerated payment is quite simple. Mr. Richards was validly terminated on May 15, 2006. As PECO describes above, he used an invalid medical certificate to restore power. Each day that goes by, Mr. Richards is gaining an advantage from his misuse of the medical certificate process. Moreover, his outstanding balance increases every day as he continues to use electric service. The only way of stopping this abuse is for the Commission to move quickly with its investigation and decision.

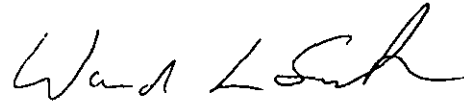
**23. *PECO Should Not Be Required To Give Another 10-Day Notice After The Commission Issues Its Decision.*** As PECO argues throughout this Petition, Mr. Richards is abusing the medical certification process and the remedy for that abuse should be a quick return to the termination process. In that vein, PECO requests that, assuming the Commission issues a decision in its favor on the substance of this Petition, the Commission also allow PECO to proceed immediately with termination without issuing a new 10-day notice, which will put PECO back in the same position it was in before receiving the invalid medical certificate. Mr. Richards and his attorney are being served with this Petition, and they will be served with the Commission's decision when it is issued. That is sufficient notice of a pending termination,

especially when the termination is specifically designed to rectify an abuse of the medical certification procedures.

#### IV. Conclusion

**WHEREFORE**, PECO Energy respectfully requests that the Commission grant the waiver of this medical certification, pursuant to 52 Pa. Code § 56.118, after accelerated investigation of its validity and of whether Mr. Richards has made equitable arrangements to pay his bills. PECO further requests that Commission allow it to terminate Mr. Richards' electric service, and to do so without being obligated to issue an additional 10-day notice.

Respectfully submitted,



Ward L. Smith  
Michael S. Swerling  
Counsel for PECO Energy Company  
Exelon Business Services Company  
2301 Market Street/S23-1  
Philadelphia, PA 19103  
Telephone: 215.841.8683 (Mr. Smith)  
Telephone: 215.841.6841 (Mr. Swerling)  
Facsimile: 215.568.3389  
E-mail: [Michael.Swerling@exeloncorp.com](mailto:Michael.Swerling@exeloncorp.com)  
[Ward.Smith@exeloncorp.com](mailto:Ward.Smith@exeloncorp.com)

Dated: May 22, 2007

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

PETITION OF PECO ENERGY COMPANY :  
PURSUANT TO 52 PA. CODE § 56.118 :  
FOR WAIVER FROM THE COMMISSION'S :  
MEDICAL CERTIFICATE PROCEDURES, IN :  
PARTICULAR TO CONTEST THE VALIDITY :  
OF A CERTIFICATION PURSUANT TO :  
§ 56.118(a)(1), AND TO TERMINATE SERVICE :  
PRIOR TO EXPIRATION OF THE CERTIFICATE: :  
PURSUANT TO § 56.118(a)(2). :

DOCKET NO. P- 00072309

**RECEIVED**

MAY 22 2007

**VERIFICATION**

**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

I, Ward L. Smith, hereby declare that I am an attorney representing PECO Energy Company; that as such I am authorized to make this verification on its behalf; that the facts set forth in the foregoing Pleading are true to the best of my knowledge, information and belief, and that I make this verification subject to the penalties of 18 Pa. C.S. §4904 pertaining to false statements to authorities.

Date: May 22, 2007



Ward L. Smith

**RECEIVED**

MAY 22 2007

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**EXHIBIT "1"**



Richard C. Berends  
Quality Control Manager

January 26, 2005

**RE: Evan Richards**  
700 N. 63<sup>rd</sup> Street, Philadelphia, PA 19151

**ACCOUNT # 25-08-59-157613**

**Site Visit Summary**

On Wednesday, January 26, 2005, the above-referenced property was inspected as part of the LIURP weatherization process with the customer of record, Evan Richards.

The energy survey followed our procedures for both a heating and baseload audit in an effort to capture all possibilities for reducing this customer's high electric usage. We were not able to perform a blower door test due to the large area of plaster ceilings missing and one window missing.

The primary heating system, an oil fired central boiler and the distribution system were broken and have been for several years. This customer is currently heating limited portions of the house with electric and kerosene space heaters. At the time of the energy survey, the interior temperature of the main living areas of this 3,504 sq.ft. dwelling was 32°, while the outside temperature was 34°, causing the water in the toilets to start freezing.

The following observations were made during the energy survey:

- Functioning 12 year old 30 gallon electric water heater
- Main kitchen area not functional
- New electric service upgrade
- Satellite dish on the roof

There are 5 residents occupying this 13 room dwelling. The energy auditors were denied access to 5 of the rooms consisting of the front and middle second floor bedrooms, the second floor bathroom and the front and middle third floor bedrooms.

The customer did not allow access to the 4 occupied bedrooms stating that his dogs were currently occupying these rooms. It is possible that the occupied bedrooms could account for the majority of the electric usage because of space heaters, consumer electronics and possible hot plates or small refrigerators. The customer did indicate the he had a computer with Internet access.

1301 Virginia Drive  
Suite 250  
Fort Washington, PA  
19034

Phone  
215-540-5800  
Fax  
215-540-5887

Offices in:  
Maryland  
New Jersey  
Pennsylvania



Richard C. Berends  
Quality Control Manager

The following recommendations fall within the LIURP payback guidelines to address the baseload usage and LIURP safety measures and were installed during the energy audit.

- Water heater tank insulation
- Water heater pipe insulation
- Energy efficient lights (4)
- Smoke alarms (4)

The following recommendations fall within the LIURP payback guidelines to address the baseload usage.

- Timer for electric water heater
- Refrigerator swap
  - Although the main refrigerator is not used during the heating season while the electric space heaters are in use, the refrigerator uses approximately 234 kWh's per month while in use and is eligible for the LIURP refrigerator swap.

The following recommendations fall within the LIURP payback guidelines. However, without an operable heating system, oil tank and new ductwork, the installation of these program measures would not be beneficial.

- Attic insulation
- Garage ceiling insulation
- Window caulking and weatherstripping
- Door caulking and weatherstripping
- Door sweeps
- Basement window cover
- Attic entrance insulation and weatherstripping

The replacement of the primary heating system and duct work would eliminate the use of electric space heaters and therefore reduce the customer's electric usage by approximately 4,320 kWh's during the heating season. The installation of the heating system, oil tank and new ductwork does not meet the LIURP payback guidelines.

The best recommended option for installing functioning central heat follows.

- Oil fired forced air furnace
- New oil tank
- New ducting

The estimated cost for the above central heat system is between \$15,000.00 and \$20,000.00.

1301 Virginia Drive  
Suite 250  
Fort Washington, PA  
19034

Phone  
215-540-5800  
Fax  
215-540-5887

Offices in:  
Maryland  
New Jersey  
Pennsylvania

**AUDIT DEMOGRAPHIC INFORMATION**

*Evans Richards*

ACCOUNT # 25-02-59-15763

**HOME:**  
 Number of occupants 5 Square footage 1504 Age of house NO Number of rooms 13  
 Number of fireplaces 4 Years of Occupancy 10  
 Type of home 9  
 1 - 1 1/2 story single  
 2 - Ranch  
 3 - Split level  
 4 - Mobile home  
 5 - Row, inside  
 6 - Row, end  
 7 - Duplex  
 8 - Multi-family (apartment)  
 9 - Other  
 Roof leaks  N Hot/cold water leaks  N Sewage leaks  Y Broken windows  N

**METER INFORMATION:**  
 Present  Operational   
 Gas Meter  Electric  Off Peak

**Appliances wired to OFF PEAK:**  
 Electric Water Heater   
 Dryer   
 Central Air   
 Pool Pump   
 Hot Tub   
 Window Air

**REFRIGERATION:**  
 # of Refrigerators: 1  
 Refrigerator Type Codes: 1 - Top Freezer  
2 - Bottom Freezer  
3 - Side-by-Side / 4 - Single Door  
5 - Side-by-Side bottom freezer  
 # of Freezers: 1  
 Freezer Type Codes: 1 - Upright  
2 - Chest

Unit #	Size	Type	Age	In Use	Auto Defrost
1 <sup>st</sup> Unit	18.0	Top Freezer	10	Y	N
2 <sup>nd</sup> Unit	18.0	Bottom Freezer	10	Y	N
3 <sup>rd</sup> Unit	18.0	Side-by-Side	10	Y	N
4 <sup>th</sup> Unit	18.0	Single Door	10	Y	N
5 <sup>th</sup> Unit	18.0	Side-by-Side	10	Y	N
6 <sup>th</sup> Unit	18.0	Top Freezer	10	Y	N
7 <sup>th</sup> Unit	18.0	Bottom Freezer	10	Y	N
8 <sup>th</sup> Unit	18.0	Side-by-Side	10	Y	N
9 <sup>th</sup> Unit	18.0	Single Door	10	Y	N
10 <sup>th</sup> Unit	18.0	Side-by-Side	10	Y	N
11 <sup>th</sup> Unit	18.0	Top Freezer	10	Y	N
12 <sup>th</sup> Unit	18.0	Bottom Freezer	10	Y	N
13 <sup>th</sup> Unit	18.0	Side-by-Side	10	Y	N

**COOKING:** Range type 4 (used)  
**LAUNDRY:** Dryer type 4 (used)

**PRIMARY HEATING SYSTEM:**  
 Fuel type 1  
 0 - Kerosene  
 1 - Fuel oil  
 2 - Utility Gas  
 3 - Bottled Gas  
 4 - Electric  
 5 - Coal  
 6 - City steam  
 7 - Wood  
 8 - Solar  
 9 - Other  
 System type 2  
 1 - Central furnace  
 2 - Central boiler  
 3 - Central heat pump  
 4 - Electric baseboard  
 Age 80  
 Number of rooms heated 13  
 Unit operational   
 Why not oper? 2  
 1 - Fuel shut off  
 2 - Unit broken  
 3 - Unit missing  
 9 - Other

**SUPPLEMENTAL HEAT:**  
 Primary # of rooms 10  
 Secondary # of rooms 3  
 Fuel type 1  
 0 - Kerosene  
 1 - Fuel oil  
 2 - Utility Gas  
 3 - Bottled Gas  
 4 - Electric  
 5 - Coal  
 6 - City steam  
 7 - Wood  
 8 - Solar  
 9 - Other  
 10 - Gas oven  
 11 - Electric oven

**DOMESTIC HOT WATER:**  
 Fuel type 4  
 0 - Kerosene  
 1 - Fuel oil  
 2 - Utility Gas  
 3 - Bottled Gas  
 4 - Electric  
 5 - Coal  
 6 - City steam  
 7 - Wood  
 8 - Solar  
 9 - Other  
 System type 1  
 1 - Tank less  
 2 - Independent  
 Age 12  
 Number of gallons 30  
 Unit operational   
 Why not oper? 1  
 1 - Fuel shut off  
 2 - Unit broken  
 3 - Unit missing  
 9 - Other

**AIR CONDITIONING:**  
 Air Conditioner Type Codes:  
 1 - Central Electric  
 2 - Central Heat Pump  
 3 - Wall Unit  
 4 - Window Unit  
 5 - Portable Unit  
 # of Air Conditioners: 5  
 Number of portable fans: 0  
 Number of ceiling fans: 0

Unit #	Type	Size	Age	Operable	Voltage
1 <sup>st</sup> Unit	1	18.0	7	Y	230V
2 <sup>nd</sup> Unit	1	18.0	7	Y	230V
3 <sup>rd</sup> Unit	1	18.0	7	Y	230V
4 <sup>th</sup> Unit	1	18.0	7	Y	230V
5 <sup>th</sup> Unit	1	18.0	7	Y	230V
6 <sup>th</sup> Unit	1	18.0	7	Y	230V

AUDITOR: 33

DATE: 1-26-04

Customer's Name: **RICHARDS** Account #: **25-02-59-157613**  
 Cost Estimated @ **140** per kWh

Appliance	Qty	Model	Actual	Cost	Appliance	Qty	Model	Actual	Cost
<b>Lighting</b>					<b>Water Heating</b>				
1-5 Rooms	50				One Occupant	200		2800	
6-8 Rooms	65				Each Additional Occupant	50		700	2800
9-12 Rooms	75			1080	Add 25% (if 80 Gallons)				
Exterior Lighting	70				Oil Burner (Tankless Cost)	30			
<b>Lighting Total:</b>	<b>75</b>			<b>1080</b>	<b>Water Heating Total:</b>			<b>400</b>	<b>5600</b>
<b>Electronic Equip</b>					<b>Miscellaneous</b>			<b>96</b>	<b>1344</b>
Color Television(s) # of Hrs x 2	144			2016	Vacuum Cleaner # of Hrs x 6	30			
Stereo Component/Console # of Hrs x 2	144			2016	Jet Pump (Shallow Well)	30			
Computer # of Hrs x 4	144			2016	Submersible Pump (Deep Well)	60			
VCR # of Hrs x 15	144			2016	Exhaust Fan(s) # of Hrs x 2	30			
Radio # of Hrs x 1	144			2016	Bottled Water Dispenser 25(cold)/50(hot) # of Hrs x 2	30			
<b>Electronic Equip Total:</b>	<b>144</b>			<b>2016</b>	Hair Dryer(s) # of Hrs x 12	30			
<b>Refrigeration</b>					Medical Equipment # of Hrs x 1	30			
Manual Defrost (Pre 1993) cu. ft. x 7	7				<b>Miscellaneous Total:</b>			<b>96</b>	<b>1344</b>
Auto Defrost (Pre 1993) cu. ft. x 13	13			3216	<b>Total</b>			<b>912</b>	<b>12760</b>
Side by Side (Pre 1993) cu. ft. x 14	14				(Year-round Electrical Usage)			<b>912</b>	<b>12760</b>
Manual Defrost (Post 1993) cu. ft. x 3	3								
Auto Defrost (Post 1993) cu. ft. x 5	5				<b>Heating</b>				
Side by Side (Post 1993) cu. ft. x 6	6				Furnace Fan	200			
<b>Refrigeration Total:</b>	<b>23</b>			<b>3216</b>	Circulator Pump	130			
<b>Freezer</b>					Oil Burner Motor	100			
Manual Defrost (Pre 1993) cu. ft. x 6	6				Resistance Baseboard				
Auto Defrost (Pre 1993) cu. ft. x 10	10				# of Heated Rooms	250			
Manual Defrost (Post 1993) cu. ft. x 3	3				Heat Pump (incl. Fan)	1000			
Auto Defrost (Post 1993) cu. ft. x 5	5				Space Heater(s) # of Hrs x 15	450			
<b>Freezer Total:</b>					Electric Furnace (incl. Fan)	1500			
<b>Kitchen</b>					Humidifier	35			
Range # of Hrs x 12	12				Electronic Filter	70			
Dishwasher # of Loads x 13	13				<b>Heating Total:</b>			<b>4320</b>	<b>60480</b>
Microwave # of Hrs x 15	15				(If "RH" calculated @ _____ kWh)				
Coffee Maker # of Hrs x 3	3				Room Air Conditioner				
Toaster Oven # of Hrs x 15	15				8K - 8K BTU/Hr # of Hrs x 1.1	180			2550
Skillet # of Hrs x 12	12				8K - 12K BTU/Hr # of Hrs x 1.5				
Hot Plate # of Hrs x 1.3	1.3				Central Air Conditioner				
<b>Kitchen Total:</b>	<b>23</b>			<b>3315</b>	12K - 36K BTU/Hr # of Hrs x 2.5				
<b>Laundry</b>					36K - 60K BTU/Hr # of Hrs x 4				
Washing Machine # of Loads x 3	3				<b>Cooling Total</b>			<b>180</b>	<b>2550</b>
Dryer (Not on Off-Peak) # of Loads x 5	5				(Calculated @ _____ kWh)				
Dryer, Gas-Fired/120 # of Loads x 1	1				Water Bed Heater # of Hrs x 4				
Iron # of Hrs x 1.1	1.1				Sump Pump # of Hrs x 4				
<b>Laundry Total:</b>	<b>3</b>			<b>350</b>	Fan(s) Window/Ceiling # of Hrs x 2.2	48			672
					Air-Conditioning (Thermostatic Control)	50			
					Dehumidifier # of Hrs x 25				
					Pool Pump/Filter # of Hrs x 6				
					<b>Miscellaneous Total:</b>			<b>48</b>	<b>672</b>

IS CUSTOMER:  HOMEOWNER  TENANT (Verify against Scheduling's Service Format)  
OY/ON: OY/ON: Circle as what the Auditor Recommended, Yes or No. Boxes are the Customer Response, Yes or No.

Order and Remediation of Customer's High Use Numbered in Order of Importance

31. Space Heating:  
24. OY/ON: OY/ON: 100% use of space heaters. Has been encouraged to correct and/or seek help with primary heating system.  
28. OY/ON: OY/ON: Avoid using space heater(s); customer was informed of the hazards associated with their use.

Air Conditioning:  
19. OY/ON: OY/ON: Raise thermostat setting to 75-78° during the cooling season.  
19. OY/ON: OY/ON: Use fans as much as possible to replace or supplement air conditioning.

31. OY/ON: OY/ON: Needs AC for medical reasons and has been advised to call PECO Energy for further information.  
38. OY/ON: OY/ON: Exchange inefficient unit(s) for high efficiency unit.

Refrigeration/Freezers:  
49. OY/ON: OY/ON: Keep refrigerator(s) at least 75% full.  
41. OY/ON: OY/ON: Store liquid containers such as water jugs in refrigerator(s) to take up empty space.

42. OY/ON: OY/ON: Keep temperature settings at 35-40° F for refrigerator(s) / 0-10° F for freezer(s).  
9. OY/ON: OY/ON: Unplug any refrigeration unit(s) not being used for food storage/consolidate refrigerated goods into one unit.  
9. OY/ON: OY/ON: Disconnect Freezer(s).

43. OY/ON: OY/ON: Repair/replace faulty door seals.  
44. OY/ON: OY/ON: Regularly clean condenser coils that are either at the back or under the refrigerator.  
45. OY/ON: OY/ON: On manual defrost unit(s), prevent ice build-ups thicker than 1/4".

46. OY/ON: OY/ON: Exchange inefficient unit(s) for high efficiency unit.

Water Heating:  
17. OY/ON: OY/ON: Replace Water Heating System.  
18. OY/ON: OY/ON: Correct any tank leaks and/or leaking pipes/fixtures.

21. OY/ON: OY/ON: Timer for Electric Water Heater.  
47. OY/ON: OY/ON: Keep temperature setting as close to 120° as possible.  
48. OY/ON: OY/ON: Minimize use of hot water whenever possible.

Dryer:  
44. OY/ON: OY/ON: Only dry full loads; hang laundry to dry whenever possible.  
46. OY/ON: OY/ON: Clean filter when full; Dryer hose needs to be cleaned and/or exhausted to exterior.

Television/Computer:  
10. OY/ON: OY/ON: Turn off any television(s) that is/are not being viewed.  
39. OY/ON: OY/ON: Use a timer on television(s) for late night viewing.  
39. OY/ON: OY/ON: Turn off any computer(s) that is/are not being used.

Lighting:  
12. OY/ON: OY/ON: Fluorescent Bulbs: use high efficiency lighting where possible.  
36. OY/ON: OY/ON: Turn off all lighting when not needed; rely on as much natural light as possible.

Miscellaneous:  
37. OY/ON: OY/ON: Install LINE VOLTAGE Thermostat.  
50. OY/ON: OY/ON: Change/clean/inspect filters on a monthly basis.  
52. OY/ON: OY/ON: Medical Equipment present; advised to call PECO Energy for further information.

16. OY/ON: OY/ON: Repair Heating System.  
15. OY/ON: OY/ON: Replace Heating System.  
53. OY/ON: OY/ON: Lower thermostat setting to 65° at bedtime during the heating season.  
50. OY/ON: OY/ON: Repair/replace unsafe/incorrect wiring; consult licensed electrician.

Referrals: CES, ECH, UWB, UWC, UWFMD, UWV, CYAB, CEAC, CFAD, CFAM, CFAP, ELDER, WAPD, WAPC, WAPD, WAPM, WAPD, WAPY, PWD, WRAP, FOW, PECO, GAP, BALS, CAP, CED, CED, TAG, BRP, BDCT, CAADC, SLD, PIR, PRA, ECOOP, ECA, LAHII, LAHC, FIDCW, FIDCS, HBLP, FIRO, CCLH, CCFH, LC, GANS, PAC, BALA, BCRA, CCRAD, CADCM, CTS, CCOCD, MORTY, SSI

CUSTOMER'S PRESENT MAU is 933 kWh \$530.46 and can realistically reduce their usage to 611 kWh \$411.54  
I understand that I was chosen to participate in PECO's Low Income Usage Reduction Program (LIURP) due to my high energy usage. I understand and agree to follow the recommendations listed above in order to reduce my energy usage and help make my utility bills more affordable.

Customer Signature: *Eric J. Richards* Please Print Name: Eric J. Richards Date: 7-26-05

Work Order Type: 16  
BASELOAD PROGRAM

PECO An Exelon Company

Contractor: \_\_\_\_\_

Customer: RICHARDS  
23-04-59-157613

Line Work Items Quantity Measure Unit of Measure Notes Line Item

01 Water Heater Wrap 1 EA 01

\*\* If the water heater was not wrapped circle one of the reasons below or specify other. \*\*

Wrap Exists Gas Unit Void warranty Other

10 Water Heater Pipe Wrap(s) 1/2" Foam Tubing 5 EA 02

11 Water Heater Pipe Wrap(s) 3/4" Foam Tubing 4 EA 02

03 Energy Efficient Bulbs(s) (Maximum of 4) 4 EA 03

\*\* Install in task areas only, lights used 4 or more hours per day. \*\*

# of Bulbs	Location	Wattage	Daily Use (Hours)
2	Living Room	60/60	9.5
2	Dining Room	60/60	4
1	Hallway	60	4
1	Den	60	4
	Bedroom(s)		
	Basement		

04 Smoke Alarm(s) (One per Floor) 4 EA 04

# of Smoke Alarms	Location
1	Basement
1	First Floor
1	Second Floor
1	Third Floor

05 Secure Existing Water heater wrap EA 05

06 Battery Replaced Existing Smoke Alarm EA 06

07 Showerhead(s) Installed EA 07

08 Aerator(s) Installed in the Kitchen EA 08

09 Aerator(s) Installed in the Bath EA 09

Proof of ownership documentation reviewed:

Renter  
 Tax bill  
 Other  
 Deed  
 Mortgage Payment Booklet  
 Homeowners Insurance Policy  
 Sewer Bill

Education Provided? Yes No Inspected By \_\_\_\_\_ Date \_\_\_\_\_

The energy auditor identified and reviewed with me the reason(s) for my high electric use and installed the conservation measure(s) listed above.

Customer Signature: Cavan J. Richards Date: \_\_\_\_\_



An Exelon Company

## Memorandum

**Date:** 1-26-05  
**To:** PECO Customers  
**From:** PECO's Low Income Usage Reduction Program  
**Subject:** Hazards of Space Heating

During the heating season additional warmth becomes a concern for PECO customers.

Using space heaters is **NOT** the best way to solve the problem. All types of space heaters are **hazardous**. They can cause fires and pollute the indoor air quality of your home to very dangerous levels.

We recommend that the primary heating system be corrected. You should **NOT** use space heaters.

Space heaters are more expensive to operate than your primary heating system. An average electric space heater used 10 hours a day will cost over \$65.00 per month.

Please remember that space heater use is **hazardous. It is unhealthy, and very expensive.**



Customer Signature

1-26-05

Date

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**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

**EXHIBIT "2"**

PA Public Utility Commission  
Bureau of Consumer Services  
Outbound Full Par Report

Acct. Number: 3071380001  
Company Name: PECO

Utility Type: Electric Distributor  
Company Rep Name / Number: Bernadette Foisy  
(215)841-4835

Customer Name & Service Address:  
EVAN RICHARDS  
700 N 63RD ST  
PHILADELPHIA PA 19151

Mailing Address: Same  
Heating: Customer has oil heat system  
Service On: Y  
Type Of Account: Residential

Telephone: (215) 878-3323    Alternate:  
Due Date: 2007-04-16    Account Balance: \$42,297.63    Budget: 291.00

Family Size: Adults:1    Children: 0    Past Due Amount: \$42,297.63

Referred To Universal Service Program: Y

Did Customer State Company Position Accurately: N/A

Date Statement Obtained: 2007-05-15  
Income: \$150

Amounts:    Sources:  
\$150    Part Time Employment

Payment Information:  
Amounts:    Post Dates:    Payment Type:  
350.00    2007-02-08  
200.00    2006-12-06  
175.00    2006-09-12  
150.00    2006-08-08

Agreements: Type:	Level:	Balance:	Agmt Date:	TERMS
Utility Issued	1	\$35,277.33	2006-02-23	BDGT + \$587.96
Settled C-20043696 PUC	1	\$31,159.27	2005-10-07	Current Charges + \$100
Utility Issued	3	\$29,314.93	2004-09-08	Bdgt + \$50
Settled Z-01319518 PUC 1319518		\$29,224.26	2004-04-14	Bdgt + \$1,217.58
Utility Issued	1	\$25,951.93	2003-11-04	Bdgt + \$15
Utility Issued	1	\$25,818.11	2003-03-18	Bdgt + \$15
Utility Issued	1	\$10,411.09	2001-06-25	Bdgt + \$15

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

PECO Exhibit "2"

**Report Details**

05/05/07- Ten day termination notice mailed for past due balance of \$41183.27

05/07/07- 1<sup>st</sup> attempt at 72 hour notice via telephone. No answer.

05/09/07- 72 hour termination notice for past due balance of \$41183.27 delivered to attorney Feldman by PECO attorney Swerling.

05/15/07- Service terminated for past due balance of \$41,183.27. Total account balance is \$42047.63

05/16/07- Medical certificate received.

05/17/07-PECO contacted the doctor regarding the medical certificate and doctor ultimately informed PECO he was trying to give the customer 30 days to get his financial affairs in order.

PECO's Final Position is to void the medical certificate and terminate service asap.

- Customer has continuously used the system to avoid payment.
- Customer has refused to provide verification of financial information on numerous occasions
- Customer had not kept utility and PUC issued agreements
- Customer has not kept terms of previous settlements on formal complaints

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**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

**EXHIBIT "3"**

05-16-'07 09:49 FROM-Lawrence E. Feldman 215-885-3303  
MAY-15-2007 TUE 04:04 PM FAX NO.

T-225 P002/003 F-256  
P. 02/03

**REQUEST FOR MEDICAL CERTIFICATION**  
(Solicitud De Un Certificado Medico)



**TO BE COMPLETED BY THE COMPANY**

Account No: 58462-00209 Mailing Date: May 15, 2007

Name and Service Address of Customer: EVAN RICHARDS  
700 N 63RD ST  
PHILADELPHIA PA 19161

Address: PECO Energy Company  
Medical Certificate Verification Dept.  
4275 Bridge View Drive  
North Charleston SC, 29405

Mail to Customer  
 Fax to Doctor Mr Lawrence Feldman  
Fax No: 215-885-3303

Phone No: 1-888-480-1633  
Fax No: 1-800-590-2799

Is your service off? **Yes** No

**Part A (To Be Completed By Customer)**

Name of person who is seriously ill: Evan Richards

Relationship to the customer: Self

CHECK THIS BOX IF THE SERVICE IS CURRENTLY OFF AT YOUR ADDRESS:

**Part B (To Be Completed By Doctor)**

Name of person who is seriously ill: Same Patient's DOB: 03/29/1940

Relationship to the customer: Self

Patient's Address (if other than above): Same

Nature of illness: Shortness of Breath Episodes & Hypertension

Specific reason utility service is required to prevent aggravation of the illness:  
Heart will deteriorate

How long do you expect the illness to last? (30) days

Dr Gary Sulzman  
8245 Lansdowne Ave.  
Phila. Pa 19151  
215-978-4805 864389

ARUNASARMA SARMA MD  
Please Print Doctor's Name  
Sulzman Medical Group

MDO28975E  
License Number  
21587846585  
Office Phone Number

Office Address  
[Signature]  
Doctor's Signature

05/16/07  
Date Signed

... is good for the expected length of the illness, up to a maximum of 30 days, unless you renew it.  
... to arrange to make payments on all bills

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

PETITION OF PECO ENERGY COMPANY :  
PURSUANT TO 52 PA. CODE § 56.118 : DOCKET NO. P- \_\_\_\_\_  
FOR WAIVER FROM THE COMMISSION'S :  
MEDICAL CERTIFICATE PROCEDURES, IN :  
PARTICULAR TO CONTEST THE VALIDITY :  
OF A CERTIFICATION PURSUANT TO :  
§ 56.118(a)(1), AND TO TERMINATE SERVICE :  
PRIOR TO EXPIRATION OF THE CERTIFICATE:  
PURSUANT TO § 56.118(a)(2)

**RECEIVED**

MAY 22 2007

**CERTIFICATE OF SERVICE**

**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

I hereby certify that I have this day served a copy of PECO Energy Company's Petition in the above matter upon all interested parties by mailing a copy via FedEx to:

Lawrence E. Feldman, Esq.  
Lawrence E. Feldman & Associates  
432 Tulpehocken Avenue  
Jenkintown, PA 19027

Evan L. Richards  
700 North 63<sup>rd</sup> Street  
Philadelphia, PA 19151

Daniel Mumford  
The Keystone Building, 2<sup>nd</sup> Fl.  
400 North Street  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Louis Sauers  
The Keystone Building, 2<sup>nd</sup> Fl.  
400 North Street  
P.O. Box 3265  
Harrisburg, PA 17105-3265



Ward L. Smith  
Assistant General Counsel for PECO Energy Company  
2301 Market Street, S23-1  
P.O. Box 8699  
Philadelphia, PA 19101-8699  
(215) 841-6863  
[ward.smith@excloncorp.com](mailto:ward.smith@excloncorp.com)

Dated: May 22, 2007

DATE: May 24, 2007

SUBJECT: P-00072309

TO: Bureau of Consumer Services

FROM: *KB* James J. McNulty, Secretary

PECO Energy Company  
v.  
Evan L. Richards

---

Attached is a copy of a Petition for Waiver of Medical Certification filed by PECO Energy Company in connection with the above docketed proceeding.

This matter is assigned to your Office for appropriate action.

Attachment

cc: OTS

ksb

DOCUMENT  
FOLDER

**DOCKETED**  
MAY 24 2007

**LAWRENCE E. FELDMAN & ASSOCIATES**

ATTORNEYS AT LAW  
432 Tulphocken Avenue  
Elkins Park, PA 19027  
(215) 885-3302; fax (215) 885-3303; leflaw.com

Lawrence E. Feldman  
Roseann E. Weisblatt\*  
William E. Angle

\*Admitted to PA and NJ Bars

**ORIGINAL**

May 25, 2007.

**RECEIVED**

James McNulty, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building, 2<sup>nd</sup> Floor  
400 North Street  
Harrisburg, PA 17120

**DOCUMENT  
FOLDER**

MAY 25 2007

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**RE: Respondent's, Evan L. Richards, Reply to Petition of PECO Energy  
Company**

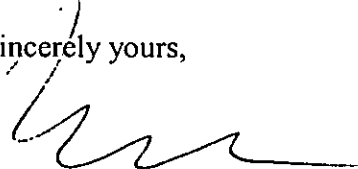
Dear Mr. McNulty:

P-00072309

Enclosed for filing, please find an original Respondent's Evan L. Richards, Reply to Petition of PECO Energy Company, along with the requested three copies. My client's Verification will be filed under separate cover as soon as it is received by my office. If anything additional is needed, please contact me.

Thank you for your prompt attention to this matter.

Sincerely yours,

  
Lawrence E. Feldman

LEF/img  
Enclosures

cc: Ward L. Smith, Esquire  
Michael S. Swerling, Esquire

**BTL**



RECEIVED

MAY 25 2007

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

RESPONDENT'S, EVAN L. RICHARDS, REPLY TO PETITION OF PECO ENERGY  
COMPANY FOR WAIVER OF PROCEDURES AND MOTION TO STRIKE FOR  
VIOLATION OF DOCTOR/PATIENT CONFIDENTIALITY AND PRIVILEGE

Evan L. Richards by and through his attorneys undersigned, hereby replies to the  
Petition of PECO Energy Company for waiver of the Commission's procedures, responds as  
follows:

DOCUMENT  
FOLDER

1. Respondent hereby moves to strike PECO's Petition on the grounds that it  
violates the Doctor/Patient Confidentiality provisions contained in 42 Pa.C.S.A. § 5929. The  
statute states: "No physician shall be allowed, in any civil matter, to disclose any information  
which he acquired in attending the patient in a professional capacity, and which was necessary to  
enable him to act in that capacity, which shall tend to blacken the character of the patient,  
without consent of said patient, except in civil matters brought by such patient, for damages on  
account of personal injuries." However, on page 5 of PECO's filing, PECO boldly states that  
they contacted Respondent's personal physician, Akkaraju V. Sarma, M.D., without  
Respondent's permission to obtain "other additional information". This is an outrageous  
violation of both Federal and State laws covering Doctor/Patient Confidentiality. Moreover,  
such illegally obtained information is generally inadmissible as evidence. Furthermore, any  
alleged statements to PECO by Respondent's personal physician, Akkaraju V. Sarma, M.D., are  
inadmissible hearsay under Pa.R.E. 802.

2. PECO's counsel has a duty to disclose relevant adverse law and facts  
under the Pennsylvania Rules of Professional Conduct 3.3, 3.4. Here, PECO has neglected to  
inform the Public Utility Commission that the deficiency balance has been vigorously disputed

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MAY 30 2007

by Respondent on the grounds that it was the result of a defective meter which PECO has never denied, and that the parties were in the process of attempting a settlement despite PECO's refusal to perform a follow-up inspection of the meter, see letter dated August 4, 2005, from Lisa Lutz, Esquire, which is attached hereto as Exhibit A.

3. Notwithstanding PECO's illegal conversation with Respondent's personal physician, Akkaraju V. Sarma, M.D., it is clear that Respondent has a medical condition which will be aggravated by the absence of the electric utility service. The medical certificate clearly states that Respondent has shortness of breath and hyperlipidemia, and that Respondent's health will deteriorate. This is a significant showing under § 56.113.

4. Throughout PECO's filing, PECO asserts that this is a thirteen (13) room house with multiple persons living there. Respondent flatly denies this. While the house is a large Victorian era corner house, it only has seven (7) rooms. PECO is attempting to lump together the rooms in an adjoining property owned by Respondent, which is currently unoccupied and unheated. Additionally, most of the rooms are unused and blocked off from access by locked doors or furniture, and remain unheated. PECO also falsely claims that Respondent owns property in Florida, which Respondent flatly denies. (PECO is probably referring to Respondent's son, Evan L. Richards, Jr., who formerly resided in Florida.)

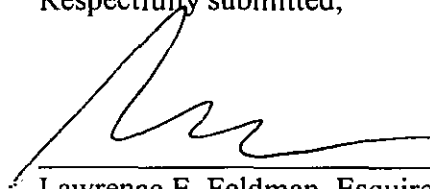
5. Respondent recently placed an advertisement for a boarder in order to help finance this lengthy settlement attempt with PECO. Presently, there are no boarders as there were no responses to the ad. Additionally, at PECO's urging, Respondent contacted a heating company to repair the central heating system, a copy of the estimate is attached hereto as Exhibit B.

6. Respondent's position is that parties had reached a settlement agreement on January 18, 2005, which required PECO to perform a follow-up inspection of the equipment on

the property, which PECO never performed. Consequently, it is PECO that is in breach of the agreement not Respondent. Furthermore, Respondent vigorously denies the accruing of this asserted deficiency balance of over \$40,000.00 in light of PECO's admission that the meter was defective, and that they never did a follow-up inspection as required in January 18, 2005 agreement, a copy of which is attached hereto as Exhibit C.

WHEREFORE, Respondent, Evan L. Richards, respectfully requests that the Commission deny PECO's Petition and award attorneys' fees and costs to Respondent, Evan L. Richards, for what PECO admits in its accompanying cover letter is a "novel filing".

Respectfully submitted,



---

Lawrence E. Feldman, Esquire  
Counsel for Respondent, Evan L. Richards  
432 Tulpehocken Avenue  
Elkins Park, PA 19027  
Telephone: 215-885-3302  
Facsimile: 215-885-3303  
Email: [leflaw@gmail.com](mailto:leflaw@gmail.com) (Mr. Feldman)  
[b.angle@leflaw.org](mailto:b.angle@leflaw.org) (Mr. Angle)

Dated: May 25, 2007

RECEIVED AUG - 5 2005

Exelon<sup>SM</sup>

**Legal Department**

Exelon Business Services Company  
2301 Market Street/ S23-1  
P.O.Box 8699  
Philadelphia, PA 19101-8699

Telephone 215.841.5544  
Fax 215.568.3389  
www.exeloncorp.com

Business Services  
Company

Direct Dial: 215.841.6841  
August 4, 2005

Via Fax and Mail

Lawrence E. Feldman, Esquire  
101 Greenwood Avenue, Suite 200  
Jenkintown, PA 19046

**Re: Evan L. Richards v. PECO Energy Company**  
**Docket Number: C-20043696**

Dear Mr. Feldman:

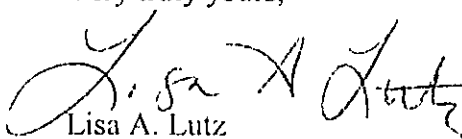
On January 18<sup>th</sup>, the parties reached a settlement in the above matter. However, this is to advise you that Mr. Richards has not complied with the settlement terms. Mr. Richards has not made the payments as agreed, and the account is now subject to termination procedures.

Also, PECO representatives have left several recent telephone messages for Mr. Richards in an effort to schedule a follow-up visit to this property to perform an updated check on the meter. Mr. Richards has not responded to the requests to schedule a visit.

Would you please contact me, or Mr. Louis DuBois (215-841-4087), at your earliest convenience concerning Mr. Richards' defaulted settlement agreement and to schedule a convenient time to perform a follow-up inspection of the meter and PECO equipment at this property.

Thank you.

Very truly yours,



Lisa A. Lutz  
Counsel for PECO Energy Company

C: Mr. Louis DuBois

**KOP'S REPAIR SERVICE****2475 ELFRETH'S ALLEY****BENSALEM, PA 19020****(215)639-8114****PROPOSAL**

April 3, 2007

Attn: Mr. Richards  
700 North 63rd  
Philadelphia, PA 19153  
Phone (215)-878-3323

Service address: Same

**\* Attn: Irene**

Fax: 215-885-3303

---

Proposal: ***Install New Oil Fired Water Boiler heating system***

- Cut out & removed existing heating system. haul old system away to walk.
- Supply and install new oil fired water boiler and re-pipe system to retro fit copper and existing piping (piping at boiler only).
- Flush, fill, and bleed entire system including all radiators to mfg specs.
- System will include new circulator pump, shut off valves, pressure relief valves, gauges (temp/pressure)
- Flue pipe as need to complete job.
- 110 volt and 24 volt electric lines at boiler.
- Run test unit to ensure adequate heating.

\* House has had no heat for sometime (?), pipes on 2<sup>nd</sup>/3<sup>rd</sup> floor may need work, this will be additional and cannot be quoted until boiler is in placed, piped, and running..

**TOTAL AMOUNT OF ESTIMATE: \*\$5250.00**

(plus tax)

[www.kopsrepair.net](http://www.kopsrepair.net)

RECEIVED JAN 20 2005



**Legal Department**

Exelon Business Services Company  
2301 Market Street/ 523-1  
PO.Box 8699  
Philadelphia, PA 19101-8699

Telephone 215.841.5544  
Fax 215.568.3389  
www.exeloncorp.com

**Business Services  
Company**

Direct Dial: 215.841.6841  
Fax: 215.568.3389

January 18, 2005

VIA FAX: 215-885-3303

Lawrence E. Feldman, Esquire  
101 Greenwood Avenue, Suite 200  
Jenkintown, PA 19046

**Re: Evan L. Richards v. PECO Energy Company**  
**— — Docket Number: C-20043696 — —**

Dear Mr. Feldman:

Per our discussion today regarding the above matter, this letter will confirm the withdrawal of the above-referenced Public Utility Commission (PUC) Complaint. Specifically, your client, Mr. Richards, has agreed to the following:

1. Mr. Richards will pay an up-front amount of \$250.00 by January 31, 2005; and, thereafter, he agrees to pay his current bill, plus \$100.00 per month, beginning with his current bill due in February, 2005;
2. Mr. Richards agrees to cooperate/participate in the LIURP audit scheduled for January 26, 2005 at his property;
3. Mr. Richards agrees to complete and send to PECO the required financial statements for review and consideration in the Customer Assistance Program ("CAP"); and
4. Mr. Richards agrees to repair and/or replace the broken furnace at his property.

I have enclosed a copy of a Withdrawal of Complaint form for Mr. Richards' signature. Would you please arrange the execution of this withdrawal form and return it to me. I will make a copy for PECO's records and will forward the original to the appropriate office at the PUC. This form will be sufficient confirmation for the PUC that the above referenced complaint has been settled and the file may be closed.

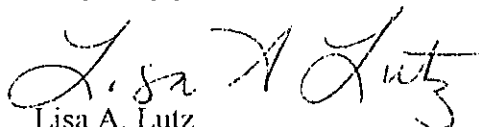
Lawrence E. Feldman, Esquire

Page -2-

January 18, 2005

If you have any questions regarding this settlement with your client, please feel free to contact me at 215-841-6841.

Very truly yours,



Lisa A. Lutz

Counsel for PECO Energy Company

Cc: Mr. Louis DuBois

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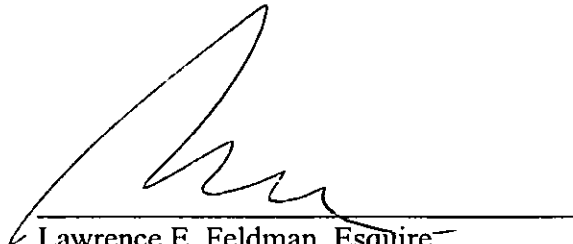
Enc.

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**RESPONDENT'S, EVAN L. RICHARDS, REPLY TO PETITION OF PECO ENERGY  
COMPANY FOR WAIVER OF PROCEDURES AND MOTION TO STRIKE FOR  
VIOLATION OF DOCTOR/PATIENT CONFIDENTIALITY AND PRIVILEGE**

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a copy of Respondent's, Evan L. Richards, Reply to Petition of PECO Energy Company in the above matter upon all interested parties by mailing a copy via Federal Express Overnight Priority Delivery to James McNulty, Secretary, Pennsylvania Public Utility Commission, and by regular first class mail to Ward L. Smith, Esquire and Michael S. Swerling, Esquire, Counsel for PECO Energy Company, Exelon Business Services Company, 2301 Market Street/S23-1, Philadelphia, PA 19103.



Lawrence E. Feldman, Esquire  
Lawrence E. Feldman & Associates  
432 Tulpehocken Avenue  
Elkins Park, PA 19027

Dated: May 25, 2007