

**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Deree J. Norman	:	
Complainant	:	
v.	:	C-2018-2640719
	:	
Philadelphia Gas Works	:	
Respond	:	

**COMPLAINANT’S EXCEPTIONS**

**INTRODUCTION**

From the inception of the proceedings in this matter Administrative Law Judge Eranda Vero (“ALJ”) made it very clear that her only interest was to ensure the recovery of monies for the Philadelphia Gas Works (“PGW”) regardless of the validity of the charges on the bills they issued. Her evaluation of the facts presented by Complainant’s testimony, which were supported by undisputed documents, fell short of being impartial. ALJ has effectively imposed a burden of proof greater than a preponderance on Complainant. 1)ALJ ignored the inconsistencies and irregularities of the billing charges issued by PGW thereby giving more weight and or credibility to PGW’s hypothetical and speculative explanations of the inconsistencies and irregularities. 2) ALJ ignored PGW’s violation of Commission statutes when they failed to offer Complainant a payment arrangement after the conclusion of his prior Complaint, despite PGW’s inability to present any documents or a witness that would prove that said offer occurred. ALJ, instead based her conclusions on the hearsay testimony of PGW’s witness that an offer was made. In Addition, although the ALJ denied Complainant’s request for a Commission-issued payment arrangement, where she stated that PGW could offer a more advantageous agreement, she failed to acknowledge the mutually agreed upon payment arrangement of \$25 per month which Complainant concludes is more advantageous given his financial limitations.

**FINDINGS OF FACT**

**Exceptions to: High Billing Dispute**

6. The Service Address is equipped with a gas house heater, a gas water heater, and a gas range. Tr. 178.

### **OBJECTION**

ALJ's conclusion is misleading as it contains misstatements and or a concealment of facts.

### **RESPONSE**

ALJ has intentionally excluded relevant facts both in her "Findings of Fact" and her "Discussion". Although ALJ states in her F.F. 7 that "In August 2017, the electric utility shut off electric service at the Service Address. Tr. 175-76.", she failed to articulate that the gas range was also disconnected from the gas line in August 2017, for an unrelated reason, and remains unconnected to this date. ALJ's "Discussion" at pg. 13 ¶ 4 she states: "*Mr. Norman stated that he does not use his gas stove because he does not cook.*", is only a portion of the truth not the whole truth as that Complainant clearly informed her that the gas range had been disconnected.

**8. Mr. Norman is able to use the gas water heater even without electricity. Tr. 180.**

### **OBJECTION**

Due to her relationship with PGW's Counsel as established by prior *ex parte* communications *TR. Motion to Disqualify*. and the timing of the submission of her Initial Decision, ALJ was undoubtedly informed that Complainant has submitted yet another Complaint through the Attorney General's Office due to the ongoing erroneous billing that have continued after the hearing in this matter. Therefore her statement is misleading as it contains misstatements and or a concealment of facts.

### **RESPONSE**

On November 11, 2018, the water service at Complainant's residence was terminated by Philadelphia Water Department. As per the Water Department instructions, the water heater was drained to prevent the freezing of dormant water which could expand and rupture

the tank in addition to the water heater being turned to the off position to extinguish the burner beneath the storage tank to prevent the empty tank from being overheated and cracking. However, Complainant’s gas meter is still registering usage at approximately three (3) Ccf’s each month since that date. On February 6, 2019 PGW responded to a call about a gas odor in the 5300 block of Thomas Avenue, unrelated to the Complainant’s residence. PGW’s employees entered several homes on Thomas Ave including Complainant’s home to check the internal pipes and appliances for leaks. PGW found that all Complainant’s gas-powered appliances were non-active, and no internal leaks were found at Complainant’s residence. After further testing PGW excavated the street in front of Complainant’s residence where it was determined that the main gas line that supplies gas to the 5300 block of Thomas Ave, which includes Complainant’s residence, developed a leak due to excessive pressure.

**9. Mr. Norman’s gas usage during the warmer months in the years 2016, 2017, and 2018 was as follows:**

**OBJECTION**

ALJ analysis is misleading and inconclusive.

**RESPONSE**

ALJ’s analysis fails to incorporate all relevant criteria **1)** Complainant’s water usage for the corresponding months **2)** reduction in gas usage due to the unconnected gas range, which has 6 continuous pilots, (4 burners, 1 oven and 1 broiler) **3)** days cover by the billing cycle of both PGW and PWD. In addition, PGW fails to establish and ALJ failed to address how bills issued after August 22, 2017, when the only appliance using gas was a water heater, are greater than or equal to bills that were established prior to August 2017 when Complainant had the full use of all gas-powered appliances.

GAS														
Billing date	Usage (CCF)	Days billed	Billing date	Usage (CCF)	Days billed	Billing date	Usage (CCF)	Days billed	Billing date	Usage (CCF)	Days billed	Billing date	Usage (CCF)	Days billed
6/23/2016	12	32	7/23/2016	8	30	8/23/2016	7	29	9/22/2016	9	33	10/21/2016	11	29
6/22/2017	13	30	7/25/2017	10	30	8/22/2017	11	31	9/22/2017	11	31	10/24/2017	11	29
6/26/2018	11	30	7/26/2018	11	32	8/24/2018	10	29	9/25/2018	10	33	10/24/2018	11	29

WATER														
Billing date	Usage (CCF)	Days billed	Billing date	Usage (CCF)	Days billed	Billing date	Usage (CCF)	Days billed	Billing date	Usage (CCF)	Days billed	Billing date	Usage (CCF)	Days billed
6/14/2016	2	31	7/15/2016	1	33	8/12/2016	1	30	9/15/2016	1	35	10/18/2016	1	31
<b>6/14/2017</b>	2	29	7/17/2017	1	34	8/14/2017	2	30	9/15/2017	1	33	10/17/2017	1	30
6/14/2018	1	34	7/16/2018	1	31	8/14/2018	1	29	9/17/2018	1	34	10/16/2018	1	35

**26. Diaphragm meters are indifferent to slight changes to gas pressure, like between 6 and 8 inches of water column. Tr. 229, 232, 234, 238.**

**OBJECTION**

ALJ’s conclusion is speculative as well as being a nonsensical bald assertion.

**RESPONSE**

ALJ’s reliance on the non-expert testimony of PGW’ witness to this effect, which is unsupported by factual reference of any kind, further establishes the bias she exhibited in adjudicating this matter. Commonsensically it would be illogical to conceive that a 2-inch increase in pressure measured every second of every minute of every hour of every day over a 30-day billing cycle would not have a substantial impact on the reading of a gas meter. ALJ’s statement is in direct conflict with PGW’s assertion that a 2-inch increase in pressure is a vital and necessary requirement to ensure that each customer receives gas at a viable pressure of which she previously referenced in F.F. 15 and F.F. 16. Moreover, indifferent to slight change to gas pressure does not validate or justify a speculative theory that the meter is unaffected by slight changes to gas pressure.

**27. The impact of gas pressure variations, in the range between 4.5 or 6 inches of water pressure and 8 inches of water pressure, on meter readings is immaterial and well within the ± 2% margin of error allowed by the Commission’s regulation at 52 Pa. Code § 59.22. Tr. 273-74.**

**OBJECTION**

ALJ’s conclusion is speculative as well as being a nonsensical bald assertion.

**RESPONSE**

As established in F.F. 28 which state: “Every gas appliance is equipped with its own gas pressure regulator that controls the operation of the appliance. Tr. 241-42.” This being true, the appliances pressure regulator is necessary because there is a material impact on any variation of pressure from the meter to the appliance. This clearly establishes that natural gas can leave the meter at different pressures. Therefore 1) high pressure equals more movement throughout the first and second diaphragm of the meter which equals a higher charge. 2) The charge occurs when the gas engages the second diaphragm which is in the lower chamber of the meter, not when it leaves the meter through the upper chamber. This fact is validated as established in F.F. 31 which states “Once gas moves through the second diaphragm valve; a mechanism turns the movement of the diaphragm into a movement of the meter index. Id.”

**34. The amount of gas left unused inside the meter at any point in time does not exceed half a cubic foot of gas. Tr. 266.**

## **OBJECTION**

ALJ’s statement is speculative as well as being a nonsensical bald assertion.

## **RESPONSE**

ALJ’s statement is unsupported by facts and is a contradiction to PGW’s testimony. Considering the F.F. 21 which states that “PGW’s meter’s capacity, or the maximum volume of gas that can go through the meter, is 250 cubic feet of gas per hour (CFH). Tr. 259.”, in conjunction with F.F. 36 which states that “Gas inside the meter does not dissipate but sits until new demand causes it to move. Tr. 244.”<sup>1</sup> and F.F. 29 which states that “The chambers of the gas meter are constantly filled with gas. Tr. 243-45, 261, 264”. Clearly establishes that it would be irresponsible and or incompetent not to understand that after two hours of use, there

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<sup>1</sup> If no appliances are using gas and the inlet is open the meter cannot qualify as a hermetically sealed device. The L-250 diaphragm meter also contains a grommet seal which is made of rubber, the seal at times is subject to leaks thereby dispelling any further myths that the meter is hermetically sealed as stated by F.F. 37. However, even if the meter is functioning properly without any leaks, natural gas molecules inside the meter can diffuse much like helium molecules that diffuse through the skin of a balloon. The natural gas molecules that do diffuse past the grommet seal are absent of any properties that would make them harmful to the public or even detectable by a device testing for a gas leak.

could clearly be +/- four (4) cubic feet left inside the meter depending on how much gas was being consumed by active appliances and the way the appliances were taken off line.

### **Exceptions to: Payment arrangement**

**39. On or before September 25, 2017, Mr. Norman filed an informal complaint with the Commission's Bureau of Consumer Services (BCS), BCS # 3557990, alleging his inability to pay his gas bill to PGW and requesting a payment arrangement. PGW Exhibit 3.**

### **OBJECTION**

ALJ's recapitulation of the events that led to this matter are misleading as that her recollection is absent or misstates relevant facts.

### **RESPONSE**

ALJ intentionally left out or misstated crucial and relevant facts relating to the sequence of events that led to the matter of which she presided over. The full set of events are as follows:

1. On June 25, 2015, Complainant filed a formal Complaint against PGW.
2. On July 22, 2016 the Administrative Law Judge Dennis J. Buckley filed an Order dated March 11, 2016 which dismissed the complaint with no reference to a payment arrangement.
3. On August 11, 2016 Exceptions were filed by Complainant.
4. On July 13, 2017, an Opinion and Order was issued by the Commission adopting the Initial Decision of ALJ.
5. On August 1, 2017, without any notification, PGW attempted to terminate Complainant's gas service but was unsuccessful due to PGW's inability to locate the curb valve. Complainant was not aware of this visit. **Exhibit 1 – PGW's Account History** (See: dates after July 13, 2017) also (*See: LIHEAP references in 2015, 2016 & 2017 with no processing dates despite applications being filed for each year*).
6. On August 11, 2017 Complainant filed a timely Petition for Review with the Commonwealth Court Pennsylvania.

7. On August 29, 2017, PGW arrived without any notice of termination of gas service or any attempt to offer a payment arrangement with the intention of terminating Complainant's gas service.
8. On August 29, 2017, Complainant was able to delay the termination with a request for a thirty (30) day medical hold, PGW was in contact with Complainant's physician later that same day.
9. On August 30, 2017,<sup>2</sup> Complainant filed an informal complaint with the Commission's Bureau of Consumer Services (BCS), BCS # 3557990, averring that his gas bills were still being overstated in addition to requesting a payment arrangement for the past due amount that was subject of the June 25, 2015 formal Complaint.

Therefore, PGW violated a Commission statute by not offering Complainant a payment arrangement after the conclusion of his prior complaint of which in PGW acknowledges conclude when the Commission issued its Opinion and Order on July 13, 2017 more that ninety (90) days before the BCS issued a written decision on September 27, 2017 establishing a payment arrangement. The ALJ also failed to mention that a mutually agreed to payment arrangement of \$25 per month identified in the Introduction of these exceptions was for unpaid bills prior to July 25, 2015 that were no longer under dispute due to the ruling by ALJ Buckley and its subsequent adoption by the Commission.

### **Exceptions to LIHEAP application**

**50. PGW does not make any determination regarding the approval or denial of LIHEAP application or regarding the size of the grant. Tr. 141**

### **OBJECTION**

ALJ Vero's statement is speculative and inconclusive.

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<sup>2</sup> ALJ Vero creatively misrepresented the date he BCS Complaint was filed to give credence to her clear and continued bias in this matter. The time between August 30, 2017, the date the Complaint was file, and September 25, 2017, a date of no apparent relevance is deeply concerning.

## RESPONSE

Considering the following facts,

- a) Complainant has been disputing PGW bills prior to 2008.
- b) In 2012 an unused portion of Complainant's grant was returned to the State.
- c) Complainant has applied for LIHEAP every year since 2012.
- d) Complainant's income and household size clearly establishes eligibility for LIHEAP.
- e) Complainant has received only one letter after 2012, which was dated December 20, 2017, acknowledging the receipt of his LIHEAP application.
- f) Complainant's LIHEAP applications for 2013, 2014, 2015, 2016, 2017 and 2018 were not denied they were never processed.

what is more likely,

- 1 PGW considers Complainant a nuisance and has used its influence to manipulate the processing of Complainant's LIHEAP applications

or

- 2 The state keeps forgetting to process Complainant's LIHEAP applications.

either scenario results in the same conclusion, which is Complainant has no possible way of determining the outcome of his LIHEAP application and therefore has been unjustifiably denied monies that he is legally entitled to. Moreover, ALJ excluded Complainant's December 20, 2017 letter, acknowledging the agencies receipt of his LIHEAP application and based her ruling relating to Complainant's LIHEAP application on the speculative, misrepresentative hearsay of PGW's witness. Having previously testifying to the fact that she deviates from PGW's policies and procedures (testimony supported by PGW's Exhibit 4) (Exhibit 3), Jessica Glace testified that in her role as Senior Customer Review Officer, she had no dealings with or control over LIHEAP applications. However, she stated that was completely familiar with the Application Receipt Letter. Mrs. Glace then implied, without a shred of proof, that the document acknowledging receipt of Complainant's LIHEAP application, seemed to have been altered due

to the absence of page two (2) of the document. Despite her previous revelation to flouting procedures, she lost no credibility with ALJ. Had her testimony been truthful, she would have informed ALJ that the second page of Application Receipt Letter can be blank as is the case with Complaints letter. Considering, Complainant's financial limitations, he did not see it fit to pay for six (6) copies of a blank page, as requested by ALJ for all exhibits. Unfortunately, Complainant did not have the original document in his possession at the time of the hearing. However, if this Commission's interest is truth and justice, the original letter with page 2 of 2 being present and a blank page, it is readily available for your examination upon request. **(Exhibit 2 - LIHEAP Application Receipt Letter)** For the Commission convivence I have attached the entire letter, which establishes receipt of Complainant's LIHEAP Application which was never processed.

**Exceptions to: Payment arrangement following the conclusion of the prior complaint**

**51. The Commission's Opinion and Order entered on July 13, 2017, in the matter of Deree J. Norman v. Philadelphia Gas Works, at Docket No. C-2015-2489503, did not instruct PGW to establish a payment arrangement on behalf of Mr. Norman. Tr. 151.**

**OBJECTION**

The Commissions lack of instruction for a payment arrangement in the previous matter is irrelevant. In addition, ALJ's statement fails to address PGW's legal requirement to comply with of 66 Pa. C.S. §1406 (a)(1) & (b) thereby undeniably violating the aforesaid statute.

**RESPONSE**

For all intents and purposes, upon the issuance of the July 13, 2017 Opinion and Order, PGW clearly deemed the matter resolved (*See: Exhibit 07/14/2017 entry*), at that point PGW's only interests should have been to be paid for bills that were subject of that litigation and no longer in dispute. However, PGW made no attempts to contact Complainant, as they were legally required to do, regarding the past due amount related to the disputed bills which had been adjudicated. Moreover, PGW clearly attempted to terminate Complainant's gas service in retaliation for filing the complaint as they gave no notice of the termination which was attempted

twice at early hours of the morning. Furthermore, the Commission's Opinion and Order entered on July 13, 2017 did not instruct PGW to terminate Complainant's service. ALJ clear establishes that her position on the reliance of Orders issued by the ALJ and or the Commission changes when said change is a benefit to the utility company, specifically PGW in this matter. Despite her opinion being in direct conflict with the aforementioned statute, here she takes the position that in the absence of an Order to offer a payment arrangement, PGW is therefore not required to offer a payment arrangement. While during the hearing phase of this matter she issued an Order<sup>3</sup>, confirmed both sides understood the Order and subsequently amended the Order to extend PGW additional time only after Complainant filed a Motion for Sanctions after PGW failed to comply with said Order. TR. Motion to Disqualify. Therefore, ALJ's failure to rule in the Complainant's favor on this matter just exacerbates the bias she so casually and callously exuded in this matter.

#### CONCLUSION OF LAW

**2. The complainant seeking affirmative relief from the Commission has the burden of proving the Complaint allegations by producing evidence which established material facts by a preponderance of the evidence. 66 Pa. C.S. § 332(a).**

#### **RESPONSE**

ALJ has clearly imposed a burden upon the Complaint that is greater than a preponderance. Establishing this burden traditionally requires that the aggrieved party demonstrate that the existence of the contested fact is more probable than its nonexistence. The mere fact that ALJ in this matter ignored and or refuses to acknowledge that said demonstration has occurred is detrimental to our judicial process.

Is it more probable that PGW is misrepresenting the meters capabilities, of which they produced no verifiable information to support their position, in order to maximize profits by millions of dollars per month? *(the cost of five (5) Ccf's of gas is roughly \$6.53, if PGW is unjustifiably received that amount, at a minimum, from each of its residential customers per*

*month they would accumulate a windfall of over \$6,530,000.00 per month and over \$78,000,000.00 million a year.)*

or

Is it more probable that the Complainant, who has proven his consistent living patter, recognizes that PGW is engaged in unscrupulous bill gouging (*Complainant's usage is averaging 11 Ccf's per month, if he is being unjustifiably charged for Five (5) Ccf's, he is being over charged \$6.53 per or \$78.00 per year*)

**3. In establishing whether a “high bill” has been demonstrated, while the accuracy of the meter is an important factor in resolving billing disputes, the Commission will also consider the billing history of the Complainant; any change in the number of occupants residing at the household; the potential for energy utilization; and any other relevant facts or circumstances that are brought to light during the complaint proceeding. Waldron v. Philadelphia Electric Co., 54 Pa. PUC 98, 100 (1980).**

## **RESPONSE**

ALJ failed to consider the billing history (nonsensical irregularity of bills issued by PGW) (*See: billing date 8/23/16 which displays 7Ccf's used during a time when Complainant had full use of all gas-powered appliances, one of which was a gas range with six (6) continuously burning pilots vs all billing dates between 8/22/17 and 11/27/18 which displays Ccf's at a minimum of 10 and a maximum of 14 despite the gas range being disconnected from the gas line prior to 8/22/17.*) This irrational billing would suggest that Complainant would have had to be using more gas to power the only appliance using gas, which was the water heater, yet there is no increase in water usage to support that hypothesis. In addition, ALJ failed to consider the potential for energy utilization. The consumption alleged by PGW is illogical and highly unlikely, if all relevant facts and circumstances presented by Complainant were properly evaluated and or analyzed, the conclusion would have had to be different. Unlike in *Waldron v. Philadelphia Electric Co., 54 Pa. PUC 98, 100 (1980)* ALJ did not follow these guild lines.

**4. Mere bald assertions, personal opinions or perceptions do not constitute evidence to bolster a claim. Pa. Bureau of Corrections v. City of Pittsburgh, 516 Pa. 75, 532 A.2d 12 (1987).**

## RESPONSE

ALJ citing of *Pa. Bureau of Corrections v. City of Pittsburgh*, 516 Pa. 75, 532 A.2d 12 (1987), which rejects bald assertions, personal opinions and perceptions as evidence in quit confusing, considering she has based her entire summation and or conclusions on the very criteria established in *Pa. Bureau of Corrections v. City of Pittsburgh* which was the heart of PGW's defense.

**6. The Pennsylvania Public Utility Code (Code) and the Commission's regulation allow the Commission to order a waiver of any late payment charges levied by a public utility as a result of a delinquent account for customers with a gross monthly household income not exceeding 150% of the Federal poverty level. 66 Pa. C.S. § 1409, 52 Pa. Code § 56.22(d).**

## RESPONSE

ALJ is clearly attempting to dissuade any future examination of this matter and has gone out of her way to conceal relevant facts. ALJ's conclusion excludes the fact that the late penalties which were waived were assessed erroneously on bills that were in dispute and the subject of an ongoing complaint. She has further excluded the relevant section of 66 Pa. C.S. § 1409, which states, "A public utility shall waive late payment charges on any customer accounts if the charges were improperly assessed.", thereby concealing the true basis for waiving the late payment penalties.

ALJ's bias in favor of the Philadelphia Gas Works has led to an inaccurate evaluation of the relevant facts. ALJ has ignored documented evidence while choosing to give greater weight to the speculative and hypothetical theories of PGW.

April 29, 2019

By: /s/ Deree J. Norman  
Deree J. Norman

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Philadelphia, Pa 19143  
(267) 304-2162  
[dereenorman@yahoo.com](mailto:dereenorman@yahoo.com)

**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Deree J. Norman	:	
Complainant	:	
v.	:	No. C-2018-2640719
	:	
Philadelphia Gas Works	:	
Respondent	:	

**AFFIDAVIT OF SERVICES**

I, Deree J. Norman, do hereby certify that on this 29<sup>th</sup> day of April 2019 I served a true and correct copy of the Complainant’s Exceptions on the following via the PUC’s electronic filing system and electronic mail.

ERANDA VERO  
ADMINISTRATIVE LAW JUDGE  
801 MARKET STREET, SUITE 4063  
PHILADELPHIA, PA 19107

LAURETO FARINAS  
PHILADELPHIA GAS WORKS 4TH FLR.  
800 W MONTGOMERY AVE  
PHILADELPHIA PA 19122

# EXHIBIT 1

Contacts for Account: Norman, Deree J					
Account...		0021 1634 7424	Norman, Deree J		<input type="checkbox"/> Transaction History <input checked="" type="checkbox"/> Full Comments
Date	Type	Comment	Person	Fo	
09/25/2017	CRU	Response sent to BCS on 9/25/2017 2:50:24 PM for BCS Case Number 3557990. It is PGW's final position that The customer provided BCS with income of \$1,500 with 2 in the household. The forecasted budget of \$81 is being provided to the PUC to obtain a PUC par. Report sent. Waiting for decision..	Norman, Deree J		
08/31/2017	COLL	GAS IS ON MEDICAL-1- HOLD FROM 08/31/17 TO 09/30/17 BALANCE OF THE BILL IS \$ 2347.65 RECEIVED 08/31/17	Norman, Deree J		
08/30/2017	CRU	_CRU_ On 08/29/2017 the customer filed BCS # 3557990. FSD dispatch was notified of the case and the collector has been sent alert on the account. The shut off is canceled.	Norman, Deree J		
08/30/2017	SER	AIMS Order#: 9050502 Cancelled -PUC COMPL	Norman, Deree J		
08/30/2017	CRU	PUC Complaint BCS# 3557990 filed on 8/29/2017 12:00:00 AM (CRU 787-1250) regarding ON - PAR NEEDED (# 61), by Deree Norman. # of Adults in Household: 2. # and Ages of Children in Household: 0. Gross Income: GMI 1 1500.00 STUDENT 0	Norman, Deree J		
08/29/2017	COLL	Faxed medical ok results	Norman, Deree J		
08/29/2017	COLL	Cor called provided gmi: 1500.00 hh: 2 level: 1.. CRP: 155.00 cure: 1047.00 PAR: 176.00 Catch up: 1254.00... adv both things needed for each option.. c/s	Norman, Deree J		
08/29/2017	COLL	COR called provided Dr. Erin Dancy F: 2156140044 P: 2153495200 COR is patient..	Norman, Deree J		
08/29/2017	COLL	cor called in wanting to get on PAR Cor is on PAR with a catch up amount of 1254.00 Cor has a 5691 on account from july 31 st in the amount of 2196.81 has not made a payment on the account since 12/8/2014 which he paid 79.00 Cor stated he would call back with medical information for a 30 day hold.	Norman, Deree J		
08/29/2017	SER V	Joseph Cartagena was here on a 96 C & C Field Shut Off order with Order # 9046620 , with a result of Completed , with activities of ( Field Collections - NPSO Incomplete ) , with comments of "Phoned customer affairs. Customer has been placed on a medical preliminary hold."	Norman, Deree J		
08/29/2017	COLL	cor called for par i have collector on sight nothing can be done at this moment	Norman, Deree J		
08/29/2017	SER	Joseph Cartagena was here on a 96 C & C Field Shut Off	Norman, Deree J		

range Customer Contac

aunch Related Transaction

Contacts for Account: Norman, Deree J				
Account...	0021 1634 7424	Norman, Deree J	<input type="checkbox"/> Transaction History	<input checked="" type="checkbox"/> Full Comments
Date	Type	Comment	Person	Fo
08/29/2017	COLL	cor called for par i have collector on sight nothing can be done at this moment	Norman, Deree J	
08/01/2017	SERV	Joseph Borelli was here on a 96 C & C Field Shut Off order with Order # 8964828 , with a result of Completed , with activities of ( Field Collections - NPSO CGI ) , with comments of "could not locate curb valve"	Norman, Deree J	
07/14/2017	CRU	PUC Formal Complaint Docket# C2015-2489503 was completed by receiving a final decision on 7/13/2017 12:00:00 AM.	Norman, Deree J	
07/14/2017	CRU	___CRU___ — Received Opinion & Order for Docket #C-2015-2489503 — Complaint dismissed & closed. — Also contacted FSD to cancel collector due to the customer should have had a PUC hold which expired. —	Norman, Deree J	
07/14/2017	SERV	AIMS Order#: 8917255 Cancelled -HOLD	Norman, Deree J	
02/10/2017	LHP	Sent LIHEAP app and postage-paid, return envelope to customer. Urge customer to complete application and mail it to the LIHEAP office, using the enclosed envelope.	Norman, Deree J	
11/22/2016	LHP	Customer potentially eligible for LIHEAP. Mailed cover letter and LIHEAP application. For reference, copy of cover letter is stored in Online Bill.	Norman, Deree J	
11/01/2016	GRT	UNIV SERV identified COR potentially eligible for LIHEAP. Use LHPA (English) or SLHP (Spanish) cust cont type to mail appl.	Norman, Deree J	
07/22/2016	CRU	___CRU___ — Received Initial Decision for DOCKET# C-2015-2489503. The complaint has not met his burden of proof. Case is dismissed. WAITING FOR FINAL ORDERS. —	Norman, Deree J	
11/02/2015	GRT	UNIV SERV Identified COR potentially eligible for LIHEAP. Use LHPA(English) or SLHP(Spanish) cust cont type to mail appl	Norman, Deree J	
09/24/2015	CRU	*CRU* ATTENDED TELEPHONIC HEARING WITH CUSTOMER DERE NORMAN, PGW LAWYER LAURETO FARINAS, AND ALJ DENNIS J. BUCKLEY FOR DOCKET C-2015-2489503. ~~~~~AWAITING FINAL DECISION	Norman, Deree J	
09/18/2015	CRU	CONT: he would have accumulated an estimated additional amount of \$1147.54. Also informed the customer of the estimated amount.	Norman, Deree J	

Change Customer Contact

Launch Related Transaction

# EXHIBIT 2

Notice ID: 9064916537 | S:9999999999

**Deree J Norman**  
5367 Thomas Ave  
Philadelphia, PA 19143-3143

**Mail Date:** 12/20/2017

**Record ID:** 51/3703564

**COMPASS:** The fast and easy  
way to apply for benefits  
[www.compass.state.pa.us](http://www.compass.state.pa.us)

### Application Receipt Letter

Our office has received your application for a 2017-2018 LIHEAP Cash grant. Your application is important to us and will be processed as quickly as possible.

Here are some things you can do to help us in making timely decisions on the large volume of applications we receive:

- Please do not contact us about your application. If we need more information from you, we will contact you.
- If we have already asked you for more information, please send it right away. We cannot complete your application until you send the requested documents.

You will receive a notice in the mail once your application has been processed.

Thank you for applying for a 2017-2018 LIHEAP Cash grant; we are pleased to offer this program to help you and your family with your heating needs.

**Dear Mr. Norman,**





**Before the  
Pennsylvania Public Utility Commission**

***Deree J. Norman v. Philadelphia Gas Works***

**Docket No. C-2018-2640719**

**Deree J. Norman's**

**Interrogatories and Requests for Production of Documents – Set II**

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1. Produce the work order issued by PGW requesting the changing of Complainant's gas meter for testing that was mutually agreed to and scheduled for June 6, 2018 between 8:30 a.m. and 1:30 p.m.

**RESPONSE:**

PGW cannot produce the work order issued by PGW that requested the exchange of the meter at the Complainant's Service Address for testing on the mutually agreed to and scheduled for June 6, 2018 between 8:30 a.m. and 1:30 p.m., as there was no work order created for that appointment.

After Ms. Glace, Senior Customer Review Officer – PGW contacted the Meter Shop personnel to arrange the appointment for meter exchange. Due to human error the meter shop (person) did not enter the work order in PGW's data base that would have started the process. As there was no work order, no technician was dispatched to carry out the meter exchange.

When a work order is entered into the system, communication with PGW Technicians is generally conducted through the Advanced Intelligent Mobile Solutions (the "AIMS") database.

Although conducted by PGW personnel, the meter testing is completed away from PGW headquarters. PGW employees from the Customer Service and other corporate departments (e.g. Legal) maintain a "hands-off" policy so as to avoid even the perception of influence on the testing of the meter or its outcome. When Ms. Glace verbally requested by telephone, the scheduling of a meter exchange, she left it in the hands of the meter testing personnel. When enough time had passed that would have allowed for the meter exchange, Ms. Glace attempted to check for the dated of testing to request a copy of the results. On June 19, 2018, she found that the meter had not been exchanged for testing for the reasons stated above.

Immediately thereafter, Ms. Glace contacted the Complainant by telephone on June 19, 2018. She explained how the appointment for the meter exchange was not made and asked that the Complainant provide other dates to his convenience on which the meter could be exchanged and tested. The Complainant vehemently refused to provide any more dates for the exchange of the meter. He would not provide access to the meter for testing.

On August 7, 2018, counsel for PGW sent the attached correspondence to the Complainant requesting that he contact Ms. Glace to schedule a meter exchange. Also, Counsel for PGW asked that the Complainant contact PGW to discuss a payment arrangement since the amount he had paid after the first hearing of this matter was sufficient to be deemed as a down payment on the requested payment arrangement that is the original subject the complaint.

The Complainant did not respond to the letter of August 7, 2018 by telephone call, regular mail or email.

**This response was prepared by Jessica Glace, Senior Customer Review Officer – PGW.**

PGW Exhibit -   4  

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