

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Deree J. Norman)	
19 Linden Ave)	
Lansdowne, PA 19050)	
)	C-2025-3057175
Petitioner)	
)	
Vs.)	
)	
PECO Energy Company)	
Exelon Business Services)	
2301 Market Street S23-1)	
Philadelphia, PA 19103)	
)	
Respondent)	

ORDER

And now, this ____ day of, _____ 2025, upon consideration of Petitioner Deree J. Norman’s Petition for Interim Emergency Order, it is hereby ORDERED and DECREED that Petitioner’s, Petition for Interim Emergency Order is GRANTED.

It is further ORDERED that:

- 1) PECO will conduct the required pressure test at the residential property located at 19 Linden Ave, Lansdowne, PA 19050 within forty-eight (48) hours of the filing of this Order.

- 2) PECO will activate the gas service at the residential property located at 19 Linden Ave, Lansdowne, PA 19050 within forty-eight (48) hours of the filing of this Order.

BY THE COMMISSION:

ALJ.

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PETITION FOR INTERIM EMERGENCY ORDER

Pursuant to 52 Pa. Code § 3.6, Deree J. Norman (“Petitioner”) respectfully moves this Honorable Commission to grant Petitioner’s Petition for Interim Emergency Order in the above-captioned matter.

INTRODUCTION

Immediate action is needed regarding the Matter before this Honorable Commission to ensure that a United States citizen and lifelong resident of the state of Pennsylvania is NOT deprived of the Constitutional right to life, liberty or property. Failure to grant said petition would unjustifiably subject Petitioner to be subjected to yet another winter without heat and hot water at the hands of PECO. As explained more fully herein. The Petition should be granted for the following reasons: (1) PECO refuses to produce the legal requirements and or responsibilities of both Parties regarding the activation of gas service for a residential customer, (2) PECO refuses to activate the gas service at the subject property, (3) PECO has violated the law and failed to exhibit good faith during these proceedings, which include but are not limited to a settlement conference ordered by this Commission, and (4) PECO, has unjustifiably subjected Petitioner to be without heat or hot water since August 2025.

FACTUAL HISTORY

1. On August 20 of 2025, Petitioner contacted PECO to have the electric and gas service activated at 19 Linden Ave, Lansdowne, PA 19050. (“Subject Property”)
2. A PECO customer service representative scheduled the remote activation of the electric service for the next day and informed Petitioner that a representative from PECO would contact Petitioner to schedule the onsite activation of the gas service.
 - a. The electricity was activated before 9 am on August 21, 2025.
3. Petitioner was subsequently contacted, on August 21, 2025, by a PECO Representative only known as "Eric" from (215) 861-0259 who informed Petitioner that a third party would have to be hired by Petitioner to test the pressure of the gas line. Petitioner was also informed that PECO would need to be present for the test.
4. On Thursday August 21, 2025, Petitioner hired a third party to conduct the pressure test.
5. On Friday August 22, 2025 “Eric” was informed via telephone that the third party would conduct the test on Monday August 25, 2025.
6. On Monday August 25, 2025, PECO did not show up to witness the test. Petitioner contacted “Eric” only to be told PECO was unavailable to come to the property.
 - a. The third party would not complete the test after speaking with “Eric” via telephone but charged Petitioner for an outcall service fee.
7. Thereafter “Eric” refused to identify his last name and/or his I.D. number and/or the department he was associated with.
8. Petitioner requested the name of “Eric’s” supervisor only to be told, by “Eric”, that he was the supervisor and that he would escalate the matter to a different department.
 - a. “Eric” refused to identify and/or produce the written policy and/or procedures regarding a customer's responsibility regarding gas services and/or the activation of gas service. “Eric” stated he had no access to e-mail.

- b. “Eric” refused to identify and/or produce the written policy and/or procedures regarding PECO’s responsibility regarding gas services and/or the activation of gas service.
9. Petitioner subsequently received a call from PECO representative Nichole Pinata (“Pinata”) from (267) 533-0250; however, after a day of research, Pinata was unable to produce any codes, rules, regulations and / or procedures regarding a customer's responsibility regarding gas service nor was she able to schedule the activation of the gas service. In addition, Pinata stated that the gas metering equipment is owned by the customer and it is therefore the customer’s responsibility to get it tested.
10. On August 27, 2025, Petitioner filed the Complaint in this Matter.
11. On September 25, 2025, Khadijah Scott, Esquire, Assistant General Counsel for PECO, filed an Answer to the Complaint with a signed Verification, which falsely states the following:
 - a. Id. at ¶ 4, *PECO denies refusing to identify personnel when requested* – yet neither the supervisor, the last name nor the title of the PECO representative only known as “Eric” who contacted Petitioner from (215) 861-0259, a line with a voice mail belonging to Zac Marcella, have ever been revealed / identified by PECO.
 - b. Id. at ¶ 4, which states: “*The Complainant was provided with a gas pressure test form*” – yet no copy of said form has been provided to this Commission nor has the manner to which it was allegedly provided ever proffered by PECO considering: **1)** PECO never came to the subject property, and **2)** no e-mail exists that would confirm said document was provided to Petitioner.
12. On October 2, 2025, an Interim Order for a Setting Resolution Conference was issued by Chief ALJ Charles E. Rainey, Jr.
13. On October 22, 2025, Khadijah Scott, Esquire, Assistant General Counsel for PECO, Lisa Crespo, Senior Regulatory Assessor for PECO, and John Leu Senior Manager of PECO’s

gas and plant operations participated in what can only be described as a diversionary sham on petitioner disguised as a settlement conference.

14. On November 12, 2025, PECO, by way of Khadijah Scott, Esq., submitted a letter to Teri-Lee Rhoades stating, “the parties were not able to resolve the matter.” Therefore, in no uncertain terms, PECO has been allowed to: **a)** refuse to provide the legal responsibilities of a customer, **b)** refuse to provide the legal responsibilities of PECO, and **c)** refuse to activate the gas service at the subject property thereby denying Petitioner heat and hot water.

ARGUMENT

I. PECO’s Refusal to Produce Legal Requirements and Responsibilities of each Party when Establishing Gas Service at a Residential Property

15. PECO’s failure to disclose the legal requirements, responsibilities and procedures that govern the process of activating gas services at a residential property is a direct violation of the PUC Right-to-Know Law.
16. The lack of and / or refusal to produce relevant legal procedures does a disservice to the public thereby allowing PECO unfettered and unjustified control to manipulate and abuse the power held by PECO over a customer.

II. PECO’s Refusal to Activate Gas Service

17. As an extension of the City of Philadelphia and the State of Pennsylvania, PECO’s blatant refusal to activate the gas service at the subject property is a direct violation of Petitioner’s Constitutional Rights as afforded by the 14th Amendment.
18. In this matter, Petitioner’s account (No. 6937838500) has no delinquencies nor any balance due regarding this account. Therefore, intentionally and / or negligently denying a human being of heat and hot water, during Fall and Winter months, will undoubtedly cause harm to said person. This action would clearly result in a personal injury claim where governmental immunity will have been waived due to negligence.
19. Granting the Emergency Petition will in no way adversely impact the PUC or PECO.

- a. Petitioner's PUC complaint relates to the activation of gas service to which an Emergency Petition will result in payment to PECO for usage of said service.
20. Granting the Emergency Petition will not adversely affect the public's interest.
- a. Petitioner is a private citizen whose residential account would have no public effect on a power station, a power grid or any PECO facility.

III. PECO's Violation of the Law and Failure to Exercise Good Faith

21. PECO knowingly submitted false statements in PECO's answer to Petitioner's Complaint as depicted in ¶ 11(a) and 11(b) above which is a direct violation of the Declaration of Verification pursuant to 18 Pa. C.S. §4904 proffered and signed by Khadijah Scott, Esq.

IV. PECO Unjustifiably Subjected Petitioner to be Without Heat or Hot Water

22. Failing to grant the Emergency Petition would adversely impact Petitioner.
- a. Petitioner would be forced to spend the winter without heat or hot water.
 - i. This result would be inhumane and detrimental to Petitioner's health.

RELIEF

23. Petitioner prays that this Honorable Commission issues an Order instructing PECO to activate Petitioner's gas service.

CONCLUSION

WHEREFORE, for the foregoing reasons, the Petitioner respectfully requests that this Honorable Commission grant the Petitioner's Petition for Interim Emergency Order because Petitioner has complied with all required legal elements for such a request.

Date: November 19, 2025,

Respectfully submitted

By: /s/ Deree J. Norman
Deree J. Norman
19 Linden Ave
Lansdowne, PA 19050
(267) 304-2162
dereenorman@yahoo.com

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VERIFICATION

I, Deree J. Norman, hereby declare that the facts set forth in the foregoing Petition for Interim Emergency Order are true to the best of my knowledge, information, and belief. I make this verification subject to the penalties of 18 Pa. C.S. §4904 pertaining to false statements to authorities.

November 19, 2025,


Deree J. Norman

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CERTIFICATE OF COMPLIANCE

I, Deree J. Norman, do hereby certify that this filing complies with the provisions of the Case Records Public Access Policy of the Unified Judicial System of Pennsylvania that requires filing confidential information and documents differently than non-confidential information and documents.

November 19, 2025,


Deree J. Norman

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CERTIFICATE OF SERVICE

I, Deree J. Norman, do hereby certify that on this 19th day of November 2025 a true and correct copy of the foregoing Petition for Interim Emergency Order and accompanying papers, was served on the individuals listed below by electronic delivery.

Secretary's Bureau
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
2nd Floor, Room-N201
Harrisburg, PA 17120

Chief Administrative Law Judge
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
2nd Floor, Room-N201
Harrisburg, PA 17120

KHADIJAH SCOTT
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19103
Khadijah.Scott@exeloncorp.com


By: Deree J. Norman