

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Regina Guyton

v.

Philadelphia Gas Works

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F-2022-3030775

**INITIAL DECISION**

Before  
Arlene Ashton  
Administrative Law Judge

**INTRODUCTION**

The Complainant, a Philadelphia Gas Works customer, failed to prove that the utility did not properly credit her account for payments made, nor did she prove that the utility's acceptance of a money order marked with the words "accord and satisfaction" discharged her entire outstanding balance for service, or that the utility's refusal to accept other documents tendered as payment by her were a violation of the Public Utility Code or a Commission regulation or order. The complaint is, therefore, dismissed.

**HISTORY OF THE PROCEEDINGS**

On January 20, 2022, Regina Guyton (Ms. Guyton or Complainant) filed a formal complaint with the Pennsylvania Public Utility Commission (Commission) against Philadelphia Gas Works (PGW or Respondent), which alleged that PGW had failed to properly credit her account for payments made "by mail and email."<sup>1</sup>

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<sup>1</sup> In filing the complaint, the Complainant sought timely review of the denial of her informal complaint by the Commission's Bureau of Consumer Services (BCS) dated December 22, 2021, against PGW at BCS No. 3815221. Pursuant to 52 Pa. Code § 56.173(a), review of a BCS decision is de novo.

On March 1, 2022, PGW filed an answer in which it denied that payments made by the Complainant had not been credited to her account, requested that the Complainant be denied relief, and the complaint be dismissed.

By hearing notice dated March 7, 2022, this matter was assigned to me and scheduled for a telephonic hearing on April 26, 2022.

On March 8, 2022, I issued a Prehearing Order for Telephone Hearing (Prehearing Order #1) outlining the process and procedures governing the conduct of the hearing.

On March 14, 2022, PGW filed: (a) a Withdrawal of Appearance by and for Graciela Christlieb, Esquire in this matter; and (b) a Notice of Appearance by and for Laureto Farinas, Esquire in this matter. Service to the Complainant was accomplished via an email sent by Danielle Leva, a paralegal for PGW to the Complainant.

That same date, the Complainant sent an email to Ms. Christlieb, Mr. Farinas, Ms. Leva, and my office contesting the substitution of counsel by PGW. On March 22, 2022, PGW responded by filing a Response to the Complainant's Objection (PGW Response) with the Secretary, which urged that the Complainant's "objection" be denied.

On March 30, 2022, I issued Prehearing Order #2, dismissing the Complainant's objection to the substitution of counsel. The Order also affirmed that the provisions of Prehearing Order #1 remained in effect.

On April 7, 2022, PGW filed a Motion for Continuance to allow the parties to pursue settlement discussions and to resolve a scheduling conflict. The Motion was unopposed by Ms. Guyton and by Order dated, April 12, 2022, the Motion was granted.

On April 13, 2022, a Hearing Cancellation Notice was issued cancelling the April 26, 2022, hearing.

On April 20, 2022, a Hearing Notice was issued rescheduling the hearing for June 2, 2022.<sup>2</sup>

On May 11, 2022, PGW filed a Status Report on the parties' settlement discussions indicating that they had been unable to reach a mutually acceptable settlement.

The hearing was held on June 2, 2022, as scheduled. The Complainant appeared representing herself and testified on her own behalf. Laureto Farinas, Esquire, appeared on behalf of PGW. Ms. Adrian Pinkmey testified on behalf of PGW and sponsored ten exhibits which were admitted into the record.

During her testimony, Ms. Guyton repeatedly referred to documents she wished to enter into the record;<sup>3</sup> however, she had not presented proposed exhibits for entry into the record prior to the hearing as instructed in the March 9, 2022 Prehearing Order.<sup>4</sup> Ms. Guyton stated that she was unable to "pull up" or view the documents while participating in the hearing.<sup>5</sup> As a courtesy to Ms. Guyton, Mr. Farinas identified each of the documents, in detail, and marked them as Complainant Exhibits 1 - 4.<sup>6</sup> Ms. Guyton requested to have the documents identified by

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<sup>2</sup> The Hearing Notice incorrectly identified the email address to be used to contact the presiding officer. A Corrected Hearing Notice, identifying the error and providing the correct email address was also issued on April 20, 2022.

<sup>3</sup> Tr. 29 - 30.

<sup>4</sup> On March 11, 2022, Ms. Guyton sent several documents to PGW via US mail. She also sent a copy of the documents to the Commission's Secretary's Office; however, no cover letter or explanation of their intended purpose was included with the documents sent to the Secretary's Office, nor were the documents identified as proposed exhibits.

<sup>5</sup> Tr. 32, 44.

<sup>6</sup> Complainant Exhibit 1 consists of a 1-page document with the hand-written word "memorandum" at the top of the page. Two paragraphs of text appear under the title Pennsylvania -- Accord and Satisfaction. The source of the definition does not appear in Exhibit 1. Complainant Exhibit 2 consists of: (a) email correspondence entitled "We're responding to your concerns" including a WELLS FARGO logo dated Tuesday, January 18, 2022 from Lona F. to Ms. Guyton regarding Case number 06202201115018101; (b) email correspondence entitled "Payment acceptance" from Ms. Guyton to ptburns@pa.gov dated December 11, 2021, which does not include any message text; (c) letter on the letterhead of United States Postal Service dated December 2, 2021, pertaining to Money Order Serial Number 2755056612 addressed to Ms. Guyton (unsigned); and (d) photocopy of an envelope indicating the United States Postal Service as sender. Complainant Exhibit 3 consists of: (a) two (2) copies of a letter on the letterhead of United States Postal Service dated December 2, 2021, in which a copy of United States Postal Service Money Order Serial Number 27550566123 appears (front and back); and (b) a thumbnail icon identified as "IMG\_2092.MOV." The words "Sent from Yahoo Mail for iPhone" are printed above the icon and a hand-written note "Not in Record" appears on the page.

Mr. Farinas entered into the record. Over an objection by Mr. Farinas to one of the documents, they were entered into the record.<sup>7</sup>

The hearing generated a transcript of 123 pages, plus Respondent's Exhibits 1 - 10 entered into the record at the hearing, and Complainant Exhibits 1 - 4, which were entered into the record pursuant to Post-Hearing Order #2.<sup>8</sup> The record was closed by order dated June 13, 2022.<sup>9</sup>

### FINDINGS OF FACT

1. Complainant is Regina Guyton.
2. Respondent is Philadelphia Gas Works.
3. Regina Guyton receives residential gas service from PGW at 3880 Glendale St., Philadelphia, PA 19124. Tr. 24.
4. The Complainant established two accounts with PGW, Account #XXXX6238 and Account #XXXX4772. Tr. 88, 90; PGW Exhibit 1, 2.
5. The final outstanding balance on the Complainant's PGW Account #xxxx6238 was \$2,806.68. Tr. 89; PGW Exhibit 1.

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<sup>7</sup> Tr. 47 - 52.

<sup>8</sup> On June 7, 2022, I issued a Post-Hearing Order instructing the Complainant to verify that documents identified by Mr. Farinas at the hearing as Complainant Exhibits 1 - 4 were the documents she wished to have entered into the record as exhibits. The Order also indicated that if she failed to respond to the Order the documents would be entered into the record and the record would be closed on June 10, 2022. Ms. Guyton failed to respond to the June 7, 2022, Order. Accordingly, on June 13, 2022, I issued Post-Hearing Order #2, admitting the documents identified as Complainant Exhibits 1 - 4 in the June 7, 2022, Order into the record and closing the record in this matter.

<sup>9</sup> The Complainant sent numerous email messages to PGW and the undersigned prior to and after the hearing. Many emails were near duplicate copies; none of them were marked or properly filed as exhibits. Those sent after the record was closed were sent without leave to file late exhibits. Therefore, none of the Complainant's emails have been considered in the disposition of this matter, except to the extent they or the information contained therein were included in Exhibits 1 - 4 identified at the hearing.

6. The outstanding balance of \$2,806.68 on the Complainant's PGW Account #xxxx6238 was transferred to the Complainant's PGW Account #xxxx4772 on December 28, 2021. Tr. 90 - 91; PGW Exhibit 2.

7. The last payment on Complainant's PGW Account #xxxx4772 in the amount of \$1.00 was credited to the account on May 19, 2022, leaving an outstanding balance of \$13,903.68. Tr. 90, 91, 102; PGW Exhibit 1, 10.

8. On or about November 26, 2021, the Complainant submitted the following instruments or documents to PGW:

a. U.S. Postal Service money order Serial Number 27550566123 in the amount of \$1.00, which bears a handwritten note signed by the Complainant;

b. Private Registered Bonded Promissory Note Number RTF8484 in the amount of \$2,00,000,00 [sic]; and

c. IRS Form 1099-C Cancellation of Debt completed by hand dated May 13, 2021, in the amount of \$8,007.86.

Tr. 104 - 105, 108 - 109; PGW Exhibit 1, 9, 10.

9. PGW accepts cash or valid money orders as payment for service bills issued to customers. Tr. 109.

10. PGW accepted the U.S. Postal Service money order Serial Number 27550566123 in the amount of \$1.00 and credited it as payment toward the Complainant's outstanding balance on her account. Tr. 110 - 111, 113; PGW Exhibit 1, 9, 10.

11. PGW rejected the words "accord and satisfaction" noted on the money order Serial Number 27550566123 which was accepted as payment toward the Complainant's outstanding balance on her account. Tr. 105; PGW Exhibit 9.

12. PGW refused to accept the Private Registered Bonded Promissory Note as payment for service and rejected the IRS Form 1099-C submitted by the Complainant to PGW. Tr. 108 - 109; PGW Exhibit 9.

### DISCUSSION

Section 701 of the Public Utility Code (Code), provides that any person may complain, in writing, about any act or thing done or omitted to be done by a public utility in violation, or claimed violation, of any law which the Commission has the jurisdiction to administer, or of any regulation or order of the Commission.<sup>10</sup> A person seeking affirmative relief from the Commission has the burden of proof.<sup>11</sup>

In this matter, the Complainant is the party seeking affirmative relief from the Commission; therefore, she has the burden of proof. This means that she has the duty to establish relevant facts which support her claim by a preponderance of the evidence and must show that PGW has violated the Public Utility Code or Commission regulations.<sup>12</sup> Here, the Complainant must establish that PGW's failure to discharge an outstanding balance in full when a payment is marked "accord and satisfaction" or to accept payment for service via the Private Registered Bonded Promissory Note (Promissory Note) and form 1099-C presented by her for payment of her PGW account is unreasonable within the meaning of the Public Utility Code and its regulations. As explained more fully below, the Complainant failed to sustain this burden and her complaint will be dismissed.

PGW, like all Commission-regulated public utilities, is mandated to provide reasonable customer service. Section 1501 of the Commission's regulations provide, in relevant part:

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<sup>10</sup> 66 Pa.C.S. § 701.

<sup>11</sup> 66 Pa.C.S. § 332(a).

<sup>12</sup> *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa. PUC 300 (1976).

[e]very public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission.<sup>[13]</sup>

The Commonwealth Court has cautioned that the Commission may not sustain a complaint pursuant to Section 1501 unless it finds that a utility has violated a duty to render reasonable and reliable service.<sup>14</sup> The Commission has stated that a utility is not mandated to furnish perfect service: “[Section 1501] does not mandate perfect service nor must a public utility provide the best possible service. Most certainly, a public utility is not a guarantor of either perfect service or the best possible service.”<sup>[15]</sup>

Thus, the test to determine the adequacy of a utility’s service and facilities is that of reasonableness.<sup>16</sup> This is also the test to determine the adequacy of a utility’s response to customer service complaints, as well as repairs made to its facilities.<sup>17</sup>

The Commission’s regulations do not specifically address the forms of payment which a utility is required to accept from a customer as payment for services rendered. However, the regulations relating to termination note that a customer may avoid termination if “payment in

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<sup>13</sup> 66 Pa.C.S. § 1501.

<sup>14</sup> *W. Penn Power Co. v. Pa. Pub. Util. Comm’n*, 478 A.2d 947 (Pa.Cmwlth. 1984).

<sup>15</sup> *Re Metro. Edison Co.*, 80 Pa. PUC 663, 672 (1993) (overruled on other grounds). See also *Larry Ambrose v. Peoples Natural Gas Company LLC*, Docket No. C-2017-2616041 (Final Order entered January 9, 2018); *Analytical Laboratory Services, Inc. v. Metropolitan Edison Co.*, Docket No. C-20066608 (Opinion and Order entered December 21, 2007); *Emerald Art Glass v. Duquesne Light Co.*, Docket No. C-00015494 (Opinion and Order entered June 14, 2002).

<sup>16</sup> *Scherich v. Verizon Pa. Inc.*, PUC Docket No. C-2008-2061244 (Final Order January 28, 2010).

<sup>17</sup> *Id.*

full is tendered in *any reasonable manner...*<sup>18</sup> The regulation also notes that payment “in any reasonable manner includes payment by personal check . . .”<sup>19</sup>

The Complainant testified that she paid her bill in full, stating “I personally don’t owe PGW any money for service and I don’t have any past due accounts,”<sup>20</sup> implying that the combination of documents submitted by her to PGW satisfied her account balance for gas service.<sup>21</sup> However, the rationale for her position was not explicitly stated in the complaint, nor was it clearly articulated in her testimony.<sup>22</sup>

It appears from a review of the Complainant’s testimony and the evidence presented by her, that Ms. Guyton advances three arguments for her position which can be described as follows. First, she contends that by making and signing a notation of “accord and satisfaction” on a \$1.00 money order, she satisfied the entire outstanding balance on her account — i.e., \$9,120.14. Second, she contends that the Promissory Note is a valid negotiable instrument and PGW should accept the Promissory Note as payment for gas service. Third, she contends that any debt that she may have had to PGW for gas service had been discharged or forgiven, as evidenced by an IRS Form 1099-C Cancellation of Debt. The Complainant’s arguments are considered in turn below.

Ms. Guyton testified and submitted exhibits in support of her argument that she satisfied the entire outstanding balance on her account by sending a \$1.00 U.S. Postal Service money order, with a signed, handwritten notation indicating “accord and satisfaction.”<sup>23</sup> The

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<sup>18</sup> 52 Pa. Code § 56.94 (emphasis added).

<sup>19</sup> *Id.*

<sup>20</sup> Tr. 26.

<sup>21</sup> Tr. 53 - 54, 56.

<sup>22</sup> Tr. 63 - 65, 68 - 69, 71 - 72.

<sup>23</sup> Tr. 26, 64. Complainant Exhibit 1, 3, 4. The handwritten note is not fully legible; it appears to read as follows: “PGW I accept your offer [illegible] the amount of 9,120,14 for valuable [illegible] and tender this payment for the complete amount in accord and satisfaction upon redeeming this instrument.” The notation is signed “By Regina M. Guyton.” Additional illegible writing appears below her signature. Complainant Exhibit 1, 4. The source of the definition of Accord and Satisfaction does not appear in Exhibit 1.

documents also demonstrate that she sought and received verification from the U.S. Postal Service that the money order had been presented to and accepted by PGW and credited to Ms. Guyton's PGW account.<sup>24</sup>

Adrian Pinkmey, a PGW Senior Customer Service Review Officer, testified at the hearing concerning PGW's payment processing system, including the process for resolving payment issues.<sup>25</sup> He acknowledged that in accordance with the system, PGW received the \$1.00 U.S. Postal Service money order submitted by Ms. Guyton and credited it to her account.<sup>26</sup> He also testified that any "additional correspondence" associated with the payment was forwarded to PGW's Dispute Resolution and Correspondence Department to be "reviewed and escalated."<sup>27</sup>

He further stated that in response to the instruments and documents sent by Ms. Guyton to PGW, Mr. Farinas issued a letter dated December 13, 2021<sup>28</sup> which informed her that "the combination of documents she submitted"<sup>29</sup> were not considered "a reasonable form of payment" because they "cannot be redeemed for any value from the U.S. Department of Treasury, the Internal Revenue Service or any bank or government office."<sup>30</sup>

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<sup>24</sup> Complainant Exhibit 3.

<sup>25</sup> Tr. 103 - 104.

<sup>26</sup> Tr. 104.

<sup>27</sup> *Id.*

<sup>28</sup> PGW Exhibit 10.

<sup>29</sup> PGW Exhibit 9.

<sup>30</sup> PGW Exhibit 10; Tr. 105 - 110. Although PGW's letter was largely focused on the promissory note submitted by Ms. Guyton, it clearly referenced multiple documents submitted by Ms. Guyton to satisfy her outstanding PGW balance i.e., the notation on the money order and a 1099 Cancellation of Debt form.

“Accord and satisfaction” is a term that refers to a legal mechanism that may be used to resolve a monetary dispute or claim between parties.<sup>31</sup> In Pennsylvania, accord and satisfaction by use of an instrument such as a promissory note is governed by the Commercial Code.<sup>32</sup>

The Commission, as a creation of the General Assembly, has only the powers and authority granted to it by the General Assembly as contained in the Public Utility Code. Subject matter jurisdiction is a prerequisite to the exercise of power to decide a controversy.<sup>33</sup> It is well established that the Commission does not have jurisdiction to interpret the Uniform Commercial Code to determine the negotiability of instruments.<sup>34</sup> Accordingly, I am unable to make any ruling on the validity or enforceability of Ms. Guyton’s notation on the money order.

Ms. Guyton failed to present any other testimony or evidence in support of her argument that she satisfied the entire outstanding balance on her account by marking a \$1.00 money order with the words “accord and satisfaction.” It is well established that mere bald assertions, personal opinions or perceptions, when not substantiated by facts, do not constitute evidence.<sup>35</sup> In the absence of sufficient evidence, I conclude that she has failed to meet her burden of proving that that PGW’s failure to discharge an outstanding balance in full by accepting a payment marked “accord and satisfaction” was unreasonable within the meaning of the Public Utility Code and its regulations.

The second argument advanced by Ms. Guyton was that PGW should have accepted the Promissory Note as payment for gas service. At best, her position can be construed

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<sup>31</sup> Black’s Legal Dictionary defines accord and satisfaction as: “An agreement to substitute for an existing debt some alternative form of discharging that debt, coupled with the actual discharge of the debt by the substituted performance. The new agreement is called the *accord*, and the discharge is called the *satisfaction*.” Accord and Satisfaction, *BLACK’S LAW DICTIONARY* (11th ed. 2019).

<sup>32</sup> 13 Pa.C.S. § 3311.

<sup>33</sup> *Hughes v. Pa. State Police*, 619 A.2d 390 (Pa.Cmwlt. 1992) *alloc. denied*, 637 A.2d 293 (Pa. 1993).

<sup>34</sup> *Alkhatib v. PECO Energy Co*, Docket No. C-2011-2242125 (Opinion and Order entered January 12, 2012); *Coppedge v. PECO Energy Co.*, Docket No. F-2009-2135893 (Opinion and Order entered August 3, 2010).

<sup>35</sup> *Mid-Atl. Power Supply Assoc. v. Pa. Pub. Util. Comm’n*, 746 A.2d 1196 (Pa.Cmwlt. 200); *Pa. Bureau of Corr. v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987).

as an allegation that PGW failed to accept payment using a “negotiable instrument” as defined by the Uniform Commercial Code.<sup>36</sup>

Ms. Guyton repeatedly declined to articulate the legal basis for her claim that this mode of payment is or should be accepted by PGW.<sup>37</sup> She did, however, submit documentation relating to such an argument. Complainant Exhibit 4 consists of: (a) a two-page email to and from Ms. Guyton dated May 19, 2021, which references Tracking Number RR307328289US, and an item delivered on May 11, 2021, in Washington, DC 20220; (b) a \$2,000,000,00 [sic] Private Registered Bonded Promissory Note Number RTF8484, on which: (i) the word “COPY” is stamped 3 times, (ii) a hand-written line appears across the document; (iii) the hand-written words “Unsigned for Exhibits. Only” appear in the upper right corner of the document; and (c) an envelope used to send the documents to Graciela Christlieb, Esquire, stamped with a U.S. Postal Service meter mark dated March 11, 2022.

Initially, it should be noted that Ms. Guyton failed to demonstrate the provenance or validity of the Promissory Note. Furthermore, as indicated above, the Commission does not have jurisdiction to interpret the Uniform Commercial Code to determine the negotiability of instruments. Moreover, even if the Promissory Note was a properly negotiable debt instrument<sup>38</sup> as claimed by the Complainant, she failed to identify any language in either the Code, regulations or PGW’s tariff which mandates it to accept *all* forms of payment. PGW’s witness testified that it is PGW’s policy to accept cash or valid money orders as payment for bills issued for gas service.<sup>39</sup> He also testified that the documents submitted by the Complainant as payment for her gas bill were rejected by PGW because “[the] documents are not money orders, nor are they any form of consideration.”<sup>40</sup>

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<sup>36</sup> 13 Pa.C.S. § 3104.

<sup>37</sup> Tr 65, 68-69, 72 and 74.

<sup>38</sup> Several courts in other jurisdictions have found “bills of exchange purporting to be drawn against a trust account at the U.S. Treasury to be ‘nothing more than a string of words that sound as though they belong in a legal document, but which, in reality, are incomprehensible, signifying nothing.’” *In re: Denise Fachini*, 2012 Bankr. LEXIS 448 at 5 (Bankr. M.D. Ga. 2012) (and the cases cited therein).

<sup>39</sup> Tr 109.

<sup>40</sup> *Id.*

Again, it must be noted that the Complainant's bald assertions, personal opinions or perceptions, when not substantiated by facts, do not constitute evidence.<sup>41</sup> The Complainant failed to demonstrate that PGW's failure to accept the Promissory Note was unreasonable or in violation of the Public Utility Code or any regulation of the Commission. She did not offer any evidence that she had successfully paid other debts in this manner or that her proposed method of payment is customary in any commercial context or any other indicia that PGW's refusal was unreasonable. Therefore, she failed to meet her burden of proving that her alleged payment via the Promissory Note was a reasonable manner of payment. As a result, the Complainant has failed to carry her burden of proof that Respondent violated the Code or a Commission regulation or order.

Finally, I note that the Complainant provided virtually no testimony concerning the authenticity, validity, monetary value, or other significance of the IRS Form 1099-C Cancellation of Debt she sent to PGW. As noted above, the Commission does not have jurisdiction to interpret the Uniform Commercial Code to determine the negotiability of instruments. Even assuming *arguendo* that the IRS Form 1099-C were a properly negotiable debt instrument, the Complainant failed to identify any language in either the Code, regulations or PGW's tariff which mandates it to accept *all* forms of payment. As stated above, her assertions, personal opinions or perceptions, when not substantiated by facts, do not constitute evidence.<sup>42</sup>

In sum, the Complainant has failed to demonstrate that PGW failed to properly credit her account for payments made by her, nor did she prove that PGW's failure to accept the documents proffered by her as payment in full for gas service provided to her was unreasonable or violated the Code or any Commission regulation or order. Accordingly, the complaint will be dismissed.

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<sup>41</sup> *Mid-Atl. Power Supply Assoc. v. Pa. Pub. Util. Comm'n*, 746 A.2d 1196 (Pa.Cmwlt. 2000); *Pa. Bureau of Corr. v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987).

<sup>42</sup> *Id.*

## CONCLUSIONS OF LAW

1. The Commission has jurisdiction over this dispute. 66 Pa.C.S. § 701.
  
2. Complainant, as the party filing the complaint, bears the burden of proving by a preponderance of the evidence that she is entitled to relief from the Commission. 66 Pa.C.S. § 332(a).
  
3. The complainant must show that the utility is responsible or accountable for the problem described in the complaint in order to prevail. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa. PUC 196 (1990).
  
4. “Burden of proof” means a duty to establish a fact by a preponderance of evidence, or more evidence more convincing, even by the smallest degree, than the evidence presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).
  
5. The offense must be a violation of the Public Utility Code, the Commissions’ regulations, or an outstanding order of the Commission. 66 Pa.C.S. § 701.
  
6. The decision of the Commission must be supported by substantial evidence. 2 Pa.C.S. § 704.
  
7. “Substantial evidence” is the amount of evidence that a reasonable mind might accept as adequate to support a conclusion. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & W. Ry. v. Pa. Pub. Util. Comm’n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Review*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Pa. Dep’t of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa.Cmwlth. 1984).
  
8. Mere bald assertions, personal opinions or perceptions, when not substantiated by facts, do not constitute evidence. *Mid-Atl. Power Supply Assoc. v. Pa. Pub.*

*Util. Comm'n*, 746 A.2d 1196 (Pa.Cmwlt. 200); *Pa. Bureau of Corr. v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987).

9. The Commission does not have jurisdiction to determine the negotiability of instruments. *Alkhatib v. PECO Energy Co.*, Docket No. C-2011-2242125 (Opinion and Order entered January 12, 2012); *Coppedge v. PECO Energy Company*, Docket No. F-2009-2135893 (Opinion and Order entered August 3, 2010).

10. PGW's policy of only accepting certain types of payment for gas service and PGW's refusal to accept the documents submitted by the Complainant as payment in full of her bill were not unreasonable or in violation of the Public Utility Code or the Commission's regulations. 66 Pa.C.S. § 332(a). *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa. PUC 300 (1976).

### ORDER

THEREFORE,

IT IS ORDERED:

1. That the formal complaint filed by Regina Guyton at *Regina Guyton v. Philadelphia Gas Works* at Docket No. F-2022-3030775 is denied.
2. That the Secretary shall mark this docket closed.

Date: September 8, 2022

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/s/  
Arlene Ashton  
Administrative Law Judge