

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17120**

Public Meeting held December 22, 2022

Commissioners Present:

Gladys Brown Dutrieuille, Chairman  
Stephen M. DeFrank, Vice Chairman  
Ralph V. Yanora  
Kathryn L. Zerfuss  
John F. Coleman, Jr.

Regina Guyton

F-2022-3030775

v.

Philadelphia Gas Works

**OPINION AND ORDER**

**BY THE COMMISSION:**

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions of Regina Guyton (Complainant or Ms. Guyton) filed on September 12, 2022, to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Arlene Ashton, served on September 8, 2022, in the above-captioned proceeding. Philadelphia Gas Works (PGW or Company) filed Replies to Exceptions on October 5, 2022. For the reasons stated below, we deny the Exceptions and adopt the ALJ's Initial Decision, consistent with this Opinion and Order.

## I. History of the Proceeding

On January 20, 2022, Ms. Guyton filed a Formal Complaint (Complaint) against PGW, alleging that PGW failed to properly credit her account for payments made “by mail and email.”<sup>1</sup> On March 1, 2022, PGW filed an Answer to the Complaint, denying that the payments the Complainant made were not credited to her account and requesting that the Complaint be dismissed.

A telephonic evidentiary hearing was held on June 2, 2022. The Complainant represented herself, testified on her own behalf, and sponsored four exhibits that were admitted into the record. The hearing generated a transcript of 123 pages, plus the Parties’ exhibits. The record was closed by order dated June 13, 2022.

In the Initial Decision served on September 8, 2022, the ALJ denied the Complaint, finding that Ms. Guyton failed to prove that: (1) the utility did not properly credit her account for payments made; (2) the utility’s acceptance of a money order marked with the words “accord and satisfaction” discharged her outstanding balance for service; (3) or that the utility’s refusal to accept other documents she tendered as payment violated the Public Utility Code (Code), a Commission Regulation, or a Commission Order.

---

<sup>1</sup> The Complaint is a timely appeal of the decision of the Commission’s Bureau of Consumer Services (BCS) at BCS No. 3815221. Pursuant to 52 Pa. Code § 56.173(a), our review of a BCS decision is *de novo*.

As previously noted, Ms. Guyton filed Exceptions on September 12, 2022.<sup>2</sup> PGW filed Replies to Exceptions on October 5, 2022.

## II. Discussion

### A. Legal Standards

Initially, we note that any issue or Exception that we do not specifically address has been duly considered and will be denied without further discussion. It is well settled that we are not required to consider, expressly or at length, each contention or argument raised by the parties. *Consolidated Rail Corporation v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlth. 1993); *see also, generally, University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

As the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Code, 66 Pa. C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, the Complainant must show that the Company is responsible or accountable for the problem described in the Complaint. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 529 Pa. 654, 602 A.2d 863 (1992). That is, the Complainant's evidence must be

---

<sup>2</sup> The Complainant did not serve the Exceptions on the Company. Accordingly, by Secretarial Letter issued September 15, 2022, the Commission's Secretary served a copy of the Exceptions on the Company and indicated that the Company would have until October 11, 2022, to file Replies to Exceptions, consistent with 52 Pa. Code § 5.535.

more convincing, by even the smallest amount, than that presented by the Company. *Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950).

The burden of proof comprises two distinct burdens: (1) the burden of production and (2) the burden of persuasion. *Hurley v. Hurley*, 754 A.2d 1283 (Pa. 2000). The burden of production, also called the burden of going forward with the evidence, determines which party must come forward with evidence to support a particular claim or defense. *Scott and Linda Moore v. National Fuel Gas Distribution*, Docket No. C-2014-2458555 (Final Order entered August 25, 2015) (*Moore*). The burden of production goes to the legal sufficiency of a party's claim or affirmative defense. *Id.* The party with the burden of proof must also carry the burden of persuasion to be entitled to a favorable ruling. *See Moore*.

Upon the presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence, also referred to as the burden of persuasion, to rebut the evidence of the customer shifts to the Company. If the evidence presented by the Company is of co-equal value or "weight," the burden of proof has not been satisfied. The Complainant now has to provide some additional evidence to rebut that of the Company. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 501 Pa. 433, 461 A.2d 1234 (1983) (*Burleson*); *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001) (*Milkie*).

While the burden of production may shift back and forth during a proceeding, the burden of persuasion never shifts; the burden of persuasion always remains on a complainant as the party seeking affirmative relief from the Commission. *Milkie; Burleson*.

Additionally, this Commission's decision must be supported by substantial evidence in the record. *Mill v. Pa. PUC*, 447 A.2d 1100 (Pa. Cmwlth. 1982). More is

required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v. Pa. PUC*, 489 Pa. 109, 413 A.2d 1037 (1980).

## **B. ALJ's Initial Decision**

ALJ Ashton made twelve Findings of Fact and reached ten Conclusions of Law. I.D. at 4-6, 13-14. The Findings of Fact and Conclusions of Law are incorporated herein by reference and are adopted without comment unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

The ALJ denied the Complaint, finding that Ms. Guyton failed to demonstrate that PGW did not properly credit her account for payments she made or that PGW's failure to accept the documents she presented as payment in full for gas service was unreasonable or violated the Code or any Commission Regulation or Order. The ALJ first addressed Ms. Guyton's claim 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," and the testimony and exhibits she presented in support of this claim. I.D. at 8 (citing Tr. at 26, 64; Complainant Exhs. 1, 3, and 4). The ALJ noted that while the Complainant's handwritten note was not fully legible, it appeared to state the following: "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," and was signed "By Regina M. Guyton." I.D. at 8 n.23 (citing Complainant Exhs. 1 and 4).

The ALJ also noted the testimony of PGW's witness, Ms. Adrian Pinkmey, a PGW Senior Customer Service Review Officer, concerning PGW's payment processing system, including the process for resolving payment issues. I.D. at 9 (citing Tr. at 103-104). The ALJ stated that Ms. Pinkmey acknowledged that PGW received the

\$1.00 U.S. Postal Service money order from Ms. Guyton and credited it to her account and that any “additional correspondence” associated with the payment was forwarded to PGW’s Dispute Resolution and Correspondence Department to be “reviewed and escalated.” I.D. at 9 (citing Tr. at 104). The ALJ continued that Ms. Pinkmey further stated that the Company’s counsel sent Ms. Guyton a letter dated December 13, 2021, informing her that “the combination of documents she submitted” 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.” I.D. at 9 (citing PGW Exh. 10; Tr. at 105-110). The ALJ observed that while PGW’s letter was largely focused on the promissory note Ms. Guyton submitted, the letter also referenced multiple documents Ms. Guyton submitted to satisfy her outstanding PGW balance, including the notation on the money order and a 1099-C Cancellation of Debt form. I.D. at 9 n.30.

In evaluating the evidence, the ALJ found that the Complainant failed to satisfy her burden of proving 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 Code and the Commission’s Regulations. The ALJ first explained that the term “accord and satisfaction” refers to a legal mechanism that may be used to resolve a monetary dispute or claim between parties and, in Pennsylvania, accord and satisfaction by use of an instrument, such as a promissory note, is governed by the Uniform Commercial Code (UCC). I.D. at 10 (citing BLACK’S LAW DICTIONARY (11th ed. 2019); 13 Pa. C.S. § 3311). The ALJ reasoned that because the Commission does not have jurisdiction to interpret the UCC to determine the negotiability of instruments, she was unable to make any ruling on the validity or enforceability of Ms. Guyton’s notation on the money order. I.D. at 10 (citing *Alkhatib v. PECO Energy Company*, Docket No. C-2011-2242125 (Order entered January 12, 2012); *Coppedge v. PECO Energy Company*, Docket No. F-2009-2135893 (Order entered August 3, 2010)). The ALJ concluded that 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.” I.D. at 10.

Next, the ALJ addressed the Complainant’s second argument that PGW should have accepted a promissory note as payment for gas service. The ALJ observed that at best, Ms. Guyton’s position could be construed as an allegation that PGW failed to accept payment using a “negotiable instrument” as defined by the UCC. I.D. at 11 (citing 13 Pa. C.S. § 3104). The ALJ stated that Ms. Guyton repeatedly declined to articulate the legal basis for her claim that this mode of payment is or should be accepted by PGW. I.D. at 11 (citing Tr. at 65, 68-9, 72, and 74). The ALJ noted that the Complainant did, however, submit documentation relating to such an argument in her Exhibit 4, which consists of the following: (1) 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; (2) a \$2,000,000,00 [sic] Private Registered Bonded Promissory Note Number RTF8484, on which the word “COPY” is stamped three times, a hand-written line appears across the document; and the hand-written words “Unsigned for Exhibits. Only” appear in the upper right corner of the document; and (3) an envelope used to send the documents to Graciela Christlieb, Esquire, stamped with a U.S. Postal Service meter mark dated March 11, 2022.

In analyzing this argument, the ALJ determined that the Complainant failed to show that PGW’s failure to accept the promissory note was unreasonable or in violation of the Code or the Commission’s Regulations. The ALJ stated that Ms. Guyton did not demonstrate the validity of the promissory note, and as previously indicated, the Commission does not have jurisdiction to interpret the UCC to determine the negotiability of instruments. The ALJ reasoned that even if the promissory note was a proper negotiable instrument as the Complainant claimed, the Complaint failed to identify any language in either the Code, the Commission’s Regulations, or PGW’s tariff that mandates the Company to accept all forms of payment. I.D. at 11. The ALJ noted

that as PGW’s witness testified, PGW’s policy is to accept cash or valid money orders as payment for bills issued for gas service, and the Company rejected the documents the Complainant submitted as payment because “[the] documents are not money orders, nor are they any form of consideration.” *Id.* (citing Tr. at 109). The ALJ concluded that the Complainant 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 and, therefore, she failed to meet her burden of proving that her alleged payment using the promissory note was a reasonable manner of payment. I.D. at 12.

Lastly, the ALJ addressed the Complainant’s claim that any debt she may have owed to the Company for gas service was discharged, as evidenced by an Internal Revenue Service (IRS) Form 1099-C Cancellation of Debt. The ALJ concluded 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. The ALJ reiterated that the Commission does not have jurisdiction to interpret the UCC to determine the negotiability of instruments and even assuming that the IRS Form 1099-C was a proper negotiable debt instrument, the Complainant failed to identify any language in the Code, the Commission’s Regulations, or PGW’s tariff that require the Company to accept all forms of payment. *Id.*

### **C. Exceptions<sup>3</sup> and Replies**

In her Exceptions, the Complainant seems to argue that the ALJ did not consider her testimony and exhibits and the UCC. The Complainant avers that there is no

---

<sup>3</sup> The Complainant’s Exceptions do not comply with 52 Pa. Code § 5.533(b), which states that “[e]ach exception must be numbered and identify the finding of fact or conclusion of law to which exception is taken and cite relevant pages of the decision.” Nevertheless, we will consider the Exceptions as filed in order to secure a “just, speedy and inexpensive determination” in this proceeding, particularly as the Complainant is *pro se*. See 52 Pa. Code § 1.2(a),(d).

evidence to support the ALJ's finding that she failed to meet her burden of proving that PGW did not properly credit her account for payments she made. The Complainant also disagrees with the ALJ's conclusion that PGW's acceptance of the money order could not be used to discharge her outstanding account balance. Exc. at 1. The Complainant further appears to disagree with the ALJ's conclusion that the Commission lacks jurisdiction to interpret the UCC to determine the negotiability of instruments. *Id.* at 1-2.

In its Replies to Exceptions, PGW argues that the Complainant has failed to show that the Initial Decision is not supported by substantial evidence. PGW states that the Complainant failed to satisfy her burden of proof and to establish, by a preponderance of the evidence, her claims against the Company. R. Exc. at 3. PGW submits that the ALJ properly found that PGW's rejection of certain purported payments that the Complainant submitted to fully satisfy her outstanding balance and PGW's acceptance of a money order for \$1 toward the Complainant's account were reasonable and did not violate the Code. *Id.* at 3-4.

PGW avers that the ALJ fully considered all the testimony, evidence, and legal authority presented by both Parties. PGW states that the ALJ accepted all of the Complainant's exhibits into evidence over the Company's objection and despite the Complainant's non-compliance with certain aspects of the ALJ's Prehearing and Post-Hearing Orders. *Id.* at 4. PGW also states that the ALJ examined and discussed each of the Complainant's exhibits in the Initial Decision in reaching a determination on the Complainant's claims of improper accounting by the Company. *Id.* at 4-5.

PGW contends that the Complainant's testimony was not specific regarding her legal position that the money order, the promissory note, and the tax document were valid forms of payment with which the Complainant could fully satisfy her account balance. PGW continues that the Complainant does not provide a further explanation or any legal citations or allege any error of law or fact in the Initial Decision on these issues.

PGW states that the Complainant also failed to present any testimony regarding the authenticity or validity of the promissory note and the tax document and to present any testimony or evidence demonstrating that PGW was required, either by the Commission or by the Company's policies and procedures, to accept a money order with the words "accord and satisfaction" written on it, a promissory note of unknown origin, or a tax form as full payment for an outstanding natural gas bill.

PGW asserts that in contrast to the Complainant's testimony, the Company presented sufficient evidence in support of its defenses. *Id.* at 5. PGW submits that its Senior Customer Review Officer, Ms. Pinkmey testified to the following: (1) the creation and dates of the Complainant's accounts; (2) the amount owed on the Complainant's current account and its basis; (3) PGW's receipt of a money order in the amount of \$1.00 with a handwritten note of "accord and satisfaction", a promissory note, and a tax document from the Complainant; (4) PGW's policy of accepting only cash or valid money orders for payments on accounts; (5) PGW's acceptance of only the \$1.00 monetary value of the money order; (6) PGW's subsequent application of the \$1.00 as a payment on the Complainant's account; and (7) PGW's rejection of the "accord and satisfaction" notation on the money order, the promissory note, and the tax document as payment(s) in full for gas service. *Id.* at 5-6 (citing Tr. at 74-112; PGW Exhs. 1-10). Finally, PGW avers that the ALJ correctly determined that the Commission lacked jurisdiction to interpret the UCC and to determine the validity or enforceability of the money order with the handwritten notation, the promissory note, and the tax document. *Id.* at 6.

#### **D. Disposition**

Based on our review of the record, we will deny the Complainant's Exceptions. In this case, Ms. Guyton submitted the following documents to PGW: (1) a U.S. Postal Service money order for \$1.00 that she indicated was an "accord and

satisfaction” that satisfied the entire outstanding \$13,903.68 balance on her PGW account; (2) a Private Registered Bonded Promissory Note as payment for PGW’s service; and (3) an IRS Form 1099-C Cancellation of Debt completed by hand dated May 13, 2021, in the amount of \$8,007.86. Tr. at 104-105, 108-109; PGW Exhs. 1, 9, and 10. Ms. Guyton testified that these documents or instruments qualified as valid payment to PGW for the gas services it provided; however, she did not offer any additional evidence or reason, legal or otherwise, in support of her general assertions. *See* Tr. at 26, 53-54, 56, 63-65, 68-69, 71-72; Complainant Exhs. 1, 3, and 4. The ALJ thoroughly discussed and addressed each of these documents in her Initial Decision, as well as the applicable law. *See* I.D. at 8-12. The ALJ properly determined that the Complainant failed to meet her burden of establishing that PGW’s actions in declining to discharge an outstanding balance in full for a payment marked “accord and satisfaction” or to accept payment for service in the form of the promissory note or the Form 1099-C was unreasonable under the standards in the Code or the Commission’s Regulations.

On the other hand, the testimony of PGW’s witness Ms. Pinkmey and PGW’s exhibits demonstrate that the Company’s actions were reasonable under the circumstances and consistent with the Code, the Commission’s Regulations, and past Commission decisions. Ms. Pinkmey testified that PGW accepts cash or valid money orders as payment for bills it issues to customers. Tr. at 109. Consistent with this policy, PGW did accept the \$1.00 amount on the money order and credited it as payment on the Complainant’s account. Tr. at 110-111, 113; PGW Exhs. 1,9, and 10. PGW, however, did not accept the money order as payment in satisfaction of the Complainant’s entire outstanding account balance (Tr. at 105; PGW Exh. 9), nor was it required to do so under the Code, our Regulations, or our Orders. While our Regulations do not specify the forms of payment a utility should accept from a customer, our Regulation concerning service termination states that a customer may avoid termination if “payment in full is tendered in any reasonable manner.” 52 Pa. Code § 56.94. In this case, we find the Company’s accepted methods of payment to be reasonable and in compliance with

Section 1501 of the Code, 66 Pa. C.S. § 1501, and past Commission decisions. *See, e.g., Mendoza v. Peoples Natural Gas Company, LLC*, Docket No. F-2018-3003833 (Order entered October 8, 2020) (finding that the signature and endorsement of a customer was not a reasonable method of payment without actual financial support backing it); *Coppedge v. PECO Energy Company*, Docket No. F-2014-2406180 (Order entered January 29, 2015) (determining that a complainant failed to satisfy his burden of proving that the public utility provided unreasonable service by declining to accept payment in the form of “self-styled and self-proclaimed negotiable instruments under the UCC”).

Moreover, we agree with the ALJ’s analysis that we do not have jurisdiction to interpret the UCC to determine the negotiability of the instruments Ms. Guyton submitted or to make a determination on the validity or enforceability of Ms. Guyton’s notation on the money order. As an administrative agency, this Commission has only those powers expressly conferred on it by statute or those powers which are necessarily implied from its express powers. *Norfolk Southern Ry. Co. v. Pa. PUC*, 875 A.2d 1243 (Pa. Cmwlth. 2005). It is well-settled that we lack jurisdiction to determine if an instrument is negotiable, as this is a legal interpretation of the UCC, particularly 13 Pa. C.S. § 3104, and does not fall within our authority under the Code, our Regulations or Orders, or otherwise. *Mendoza; Delgato v. PPL Electric Utility Corp.*, Docket No. C-2017-2633999 (Order entered March 2, 2018); *Alkhatib v. PECO Energy Company*, Docket No. C-2011-2242125 (Order entered January 12, 2012). For all of these reasons, we deny the Complainant’s Exceptions.

### **Conclusion**

Based on the foregoing, we shall deny the Complainant’s Exceptions and adopt the ALJ’s Initial Decision, consistent with this Opinion and Order; **THEREFORE,**

**IT IS ORDERED:**

1. That the Exceptions filed by Regina Guyton on September 12, 2022, are denied.
2. That the Initial Decision of Administrative Law Judge Arlene Ashton served on September 8, 2022, is adopted, consistent with this Opinion and Order.
3. That the Formal Complaint filed by Regina Guyton against Philadelphia Gas Works, at Docket No. F-2022-3030775, is denied.
4. That the proceeding at Docket No. F-2022-3030775 be marked closed.

**BY THE COMMISSION,**



Rosemary Chiavetta  
Secretary

(SEAL)

ORDER ADOPTED: December 22, 2022

ORDER ENTERED: December 22, 2022