

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Raymond-Thomas Oechsle	:	
	:	
v.	:	F-2024-3051701
	:	
PPL Electric Utilities Corporation	:	

INTERIM ORDER ON PRELIMINARY OBJECTION

This interim order holds the Respondent’s preliminary objection in abeyance pending a prehearing conference to be held in this matter, where the Complainant will be afforded the opportunity to explain the complaint on the record.

Procedural Background

On May 11, 2011, Raymond-Thomas Oechsle (Complainant) filed a Formal Complaint (Complaint) against PPL Electric Utilities Corporation (PPL or Respondent).¹ The Complainant alleges that PPL was threatening to shut off service or had already shut off service. The Complainant also alleges that PPL misclassified and failed to properly process what he identifies as a “Tender of Payment offer” and “bill of exchange” by not accepting it as a form of payment, and that this may be a violation of the 52 Pa. Code Chapter 56 requirement for utilities to have fair and equitable billing practices. The Complainant requests that the Pennsylvania Public Utility Commission (Commission) order PPL to accept the bill of exchange as payment and “[a]djust the Appellant(s) account balance to reflect the attempted payment of \$8,465.03,

¹ The Complaint was signed and verified by Raymond-Thomas Oechsle with the notation that Mr. Oechsle is “Husband.” I note that the Complaint lists both Mary-Ruth Oechsle and Raymond-Thomas as complainants (the Oechsles use the term “Appellant(s)” in reference to a June 14, 2024 BCS decision) and states that service is provided in the name “Mary Oechsle” at the service address. Additionally, PPL refers to either Mary-Ruth Oechsle or both Mr. and Mrs. Oechsle as account holder(s) in its pleadings. Whether the case caption should be amended to add Mary-Ruth Oechsle will be addressed at the prehearing, to be scheduled.

pending proper processing of the bill of exchange.” Further, the Complainant asks the Commission to “[r]equire PPL to provide a detailed explanation [sic] of their process for handling non-standard payment methods and how they plan to prevent similar misclassifications in the future.”

On November 12, 2024, PPL filed an answer to the Complaint and a new matter, properly accompanied by a Notice to Plead. PPL admits that the Company issued a termination notice to the Complainant for failure to pay. PPL admits that it received a bill of exchange alleged to be for the amount of \$8,465.03. PPL denies that the “Tender of Payment Offer” was a valid payment instrument. PPL notes that the Complainant has a balance totaling \$14,275.65 on the account, \$13,479.65 of which is in arrears. In its new matter, PPL avers that the Commission has held in the past that it lacks subject matter jurisdiction to rule on questions of law arising under the Uniform Commercial Code (UCC) and, specifically, determinations regarding the negotiability of a form of payment.

PPL’s certificate of service indicates that the answer and new matter were served by email and First-Class Mail to the address provided on the Complaint. The Complainant did not file a response to the new matter.

On November 12, 2024, PPL also filed a preliminary objection to the Complaint, properly accompanied by a Notice to Plead. In its preliminary objection, PPL asserts that the Commission has no subject matter jurisdiction to decide this matter and asks the Commission to dismiss the Complaint in its entirety and with prejudice under 52 Pa. Code § 5.101(a)(1). PPL cites, as controlling, two previous Commission decisions addressing the Commission’s lack of jurisdiction to interpret the UCC to determine the negotiability of instruments.²

PPL’s certificate of service indicates that the preliminary objection was served by email and First-Class Mail to the Complainant to the address provided on the Complaint.

² *Haleema B. Alkhatib v. PECO Energy Co.*, Docket No. C-2011-2242125 (Opinion and Order entered Jan. 12, 2012) (*Alkhatib*); *James Coppedge v. PECO Energy Co.*, Docket No. F-2009-2135893 (Opinion and order entered Aug. 3, 2010) (*Coppedge*).

More than ten days has run since the filing of the preliminary objection, and no responsive pleading has been filed. 52 Pa. Code § 5.101(f)(1).

Legal Principles

Complaints

Section 701 of the Code, 66 Pa.C.S. § 701, 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.

Commission Jurisdiction

As in every case coming before this forum, the Commission must decide initially whether it has jurisdiction over the parties and the subject matter of this dispute. The Commission, as a creation of the General Assembly, has only the powers and authority granted to it by the General Assembly contained in the Public Utility Code. *Shedlosky v. Pennsylvania Electric Co.*, Docket No. C-20066937 (Opinion and Order entered May 28, 2008); *Feingold v. Bell Tel. Co. of Pa.*, 383 A.2d 791 (Pa. 1977). The Commission must act within, and cannot exceed, its jurisdiction. *City of Pittsburgh v. Pa. Pub. Util. Comm'n*, 43 A.2d 348 (Pa. Super. 1945). Jurisdiction may not be conferred by the parties where none exists. *Roberts v. Martorano*, 235 A.2d 602 (Pa. 1967). Subject matter jurisdiction is a prerequisite to the exercise of power to decide a controversy. *Hughes v. Pennsylvania State Police*, 619 A.2d 390 (Pa. Cmwlth. 1992) *alloc. denied* 637 A.2d 293 (Pa. 1993).

Analysis

As noted above, the Complainant did not file a reply to PPL's new matter as provided by the Commission's regulations, 52 Pa. Code § 5.63, nor did he file a response to the

PPL's preliminary objection, as provided for under 52 Pa. Code § 5.101. The Respondent argues that all of the Complainant's claims and requests for relief hinge on whether PPL should have accepted the bill of exchange, which requires analysis under the UCC.³ The Respondent contends that, because the Commission lacks subject matter jurisdiction to make that prerequisite analysis, the Complaint should be dismissed in its entirety.

It is not clear from the Complaint whether the Complainant is claiming the Respondent's service was not reasonable for reasons other than PPL's failure to "process the bill of exchange as a payment instrument." I am mindful that the Complainant is self-represented. On the other hand, PPL must have an opportunity to understand and respond in a meaningful way to a formal complaint.

The Commission's rules of procedure permit the Commission to direct a more specific pleading.⁴ Also, the Commission has expressed the concern that, in general, complainants may find it difficult to navigate through pre-hearing motions and should be given the chance to orally describe their basic issues. *Carlock v. The United Tel. Co. of Pa.*, Docket No. F-00163617 (Opinion and Order entered July 14, 1993) ("in many cases unrepresented complainants can explain their dispute orally much better than they can communicate their grievance in written form").

Therefore, I will hold the preliminary objection in abeyance, pending a prehearing conference. At the prehearing conference, the Complainant will have the opportunity to explain his claims orally. To be clear, no testimony will be taken. The purpose of the prehearing conference is to clarify and define the issues.

The Parties are encouraged to talk with each other to resolve these matters or some portion thereof. It is the Commission's policy to encourage settlements. 52 Pa. Code § 5.231.

³ Citing *Coppedge* and *Alkhatib*.

⁴ 52 Pa. Code § 5.93.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the preliminary objection filed by PPL Electric Utilities Corporation in the case captioned *Raymond-Thomas Oechsle v. PPL Electric Utilities Corporation* at Docket No. F-2024-3051701 is held in abeyance.

2. That the matter *Raymond-Thomas Oechsle v. PPL Electric Utilities Corporation* at Docket No. F-2024-3051701 shall be set for a telephonic prehearing conference.

Dated: January 2, 2025

/s/
Erin L. Gannon
Administrative Law Judge

F-2024-3051701 - RAYMOND-THOMAS OECHSLE v PPL ELECTRIC UTILITIES CORPORATION

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