

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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

**INITIAL DECISION**

Before  
Erin L. Gannon  
Administrative Law Judge

**INTRODUCTION**

This initial decision grants the utility company’s preliminary objection and dismisses the customer’s Formal Complaint because the Commission does not have jurisdiction over interpreting negotiable instruments under the Uniform Commercial Code.

**HISTORY OF THE PROCEEDING**

On October 14, 2024, Raymond-Thomas Oechsle (Complainant) filed a Formal Complaint (Complaint) against PPL Electric Utilities Corporation (PPL or Respondent) with the Pennsylvania Public Utility Commission (PUC or Commission).<sup>1</sup>

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<sup>1</sup> I note that the Complaint lists both Mary-Ruth Oechsle and Raymond-Thomas as Complainants. However, since the Complaint was signed and verified only

The Complaint is a timely appeal from the determination of the PUC's Bureau of Consumer Services (BCS), at BCS No. 3994907, which dismissed Mary-Ruth Oechsle's informal complaint. A timely BCS appeal is subject to *de novo* review. 52 Pa. Code § 56.173(a).

In the Complaint, Mr. Oechsle 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," and that this may be a violation of the requirement in Chapter 56 of the Commission's regulations for utilities to have fair and equitable billing practices.

As relief, the Complainant requests that the 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, pending proper processing of the bill of exchange." Complaint ¶ 5. 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." *Id.*

On November 12, 2024, PPL timely filed an answer to the Complaint and new matter, properly accompanied by a Notice to Plead. In its answer, PPL admits that the Company issued a termination notice to the Complainant for failure to pay. PPL also 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

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by Mr. Oechsle as "Husband," I will reference him in this Initial Decision as the Complainant. I also note that Mr. Oechsle uses the term "Appellant(s)," and PPL refers to either Mary-Ruth Oechsle or both Mr. and Mrs. Oechsle as account holder(s) in its pleadings.

that, as of November 12, 2024, the Complainant had a balance totaling \$14,275.65 on the account, of which \$13,479.65 was 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 asks the Commission to dismiss the Complaint in its entirety and with prejudice.

PPL's certificate of service states that the answer and new matter were served by email and First-Class Mail to the addresses provided on the Complaint. The Complainant's response to the new matter was due within twenty days of the date of service. 52 Pa. Code § 5.63(a). 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.<sup>2</sup>

PPL's certificate of service states that the preliminary objection was served by email and First-Class Mail to the address provided on the Complaint. The Complainant's answer to PPL's preliminary objection was due within ten days of the date

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<sup>2</sup> *Alkhatib v. PECO Energy Co.*, Docket No. C-2011-2242125 (Opinion and Order entered Jan. 12, 2012) (*Alkhatib*); *Coppedge v. PECO Energy Co.*, Docket No. F-2009-2135893 (Opinion and Order entered Aug. 3, 2010) (*Coppedge I*).

of service. 52 Pa. Code § 5.101. The Complainant did not file a response to the preliminary objection.

The matter was assigned to me by Motion Judge Assignment Notice issued December 20, 2024.

Based on my review of the written Complaint, it was not clear whether the Complaint was limited to PPL's failure to "process the bill of exchange as a payment instrument" or raised other challenges to the customer service provided by PPL. On January 2, 2025, I issued an Interim Order holding PPL's preliminary objection in abeyance and directing that a prehearing conference would be held, to afford the self-represented Complainant the opportunity to orally explain his Complaint. By notice dated January 2, 2025, an Initial Telephonic Prehearing Conference was scheduled for March 7, 2025, at 10:00 a.m.

On February 24, 2025, I issued a Prehearing Conference Order repeating that no testimony would be taken at the prehearing conference. The purpose of the prehearing conference was to clarify and define the issues.

On March 7, 2025, the prehearing conference was convened as scheduled. The Complainant, Mr. Raymond-Thomas Oechsle, appeared, and represented himself. Ms. Alice A. Wade and Ms. Megan E. Rulli, Esquires, appeared for PPL. Mr. Oechsle orally addressed the basic issues raised by his Complaint.

PPL's preliminary objection is procedurally ready to be ruled upon.<sup>3</sup> For all the reasons set forth below, the preliminary objection will be sustained and the Complaint will be dismissed.

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<sup>3</sup> I received the transcript for the prehearing conference on March 21, 2025.

## FINDINGS OF FACT

1. The Complainant is Raymond-Thomas Oechsle of Perkasié, PA.
2. The Respondent is PPL Electric Utilities Corporation, a jurisdictional public utility company providing electric service in the Commonwealth of Pennsylvania and to the Complainant.
3. On October 24, 2024, the Complainant filed a Formal Complaint against Respondent. The Complainant alleged that PPL was threatening to shut off service or has already shut off service. Complaint ¶ 4.
4. The Complainant also alleged that PPL failed to reduce the account balance by \$8,465.03 to reflect the Oechsles' attempted payment by bill of exchange. Complaint ¶ 4(II), (III).
5. On November 12, 2024, Respondent filed an answer and new matter, and a preliminary objection to the Formal Complaint.
6. No responsive pleading was filed to the new matter or the preliminary objection.
7. On May 1, 2024, PPL received a letter from Mary-Ruth Oechsle containing a bill of exchange. Complaint ¶ 4(III); New Matter ¶ 3.
8. PPL did not reduce the Oechsles' account balance to reflect payment by means of the bill of exchange. Complaint ¶¶ 4(IV), 5; New Matter ¶ 3.

9. The Complainant does not dispute PPL's calculation of how much the Oechsles owed at the time of filing the Complaint. Tr. 12-14.

### DISCUSSION

The Complainant seeks to pay his utility bill using a form of payment that PPL refuses to accept. The Respondent filed a preliminary objection seeking to have the Complaint dismissed in its entirety and with prejudice pursuant to 52 Pa. Code § 5.101(a)(1) because the Commission has no subject matter jurisdiction to interpret the negotiability of instruments under the Uniform Commercial Code.

#### Legal Standards

Commission preliminary objection practice is similar to Pennsylvania civil practice. *Equitable Small Transp. Interveners v. Equitable Gas Co.*, Docket No. C-000935435 (Opinion and Order entered July 18, 1994). In deciding the preliminary objection, the Commission must determine whether, based on well-pleaded factual averments of the petitioners, recovery or relief is possible. *Dep't of Auditor Gen. v. State Emp.s' Ret. Sys.*, 836 A.2d 1053 (Pa. Cmwlth. 2003); *P.J.S. v. Pa. State Ethics Comm'n*, 669 A.2d 1105 (Pa. Cmwlth. 1996). Any doubt must be resolved in favor of the non-moving party by refusing to sustain the preliminary objections. *Boyd v. Ward*, 802 A.2d 705 (Pa. Cmwlth. 2002).

The grounds for preliminary objections are set forth in Section 5.101(a) of the Commission's regulations. PPL objects on the ground that the Commission lacks jurisdiction, pursuant to 52 Pa. Code § 5.101(a)(1). Preliminary Objection ¶ 8.

In reviewing preliminary objections, the facts in the Complaint will be presumed to be true in order to determine whether recovery is possible. *Pa. State Lodge*,

*Fraternal Order of Police v. Dept. of Conservation and Nat. Res.*, 909 A.2d 413 (Pa. Cmwlth. 2006), *aff'd per curiam*, 924 A.2d 1203 (Pa. 2007); *see also Glod v. PECO Energy Co.*, Docket No. C-2012-2305158 (Interim Order dated July 2, 2012). Only those facts specifically admitted may be considered against the non-moving party. *Ridge v. State Emp.s' Ret. Bd.*, 690 A.2d 1312 (Pa. Cmwlth. 1997).

In its new matter and preliminary objection, Respondent raised the issue of the Commission's lack of jurisdiction to interpret the negotiability of instruments under the UCC and asserted that it was entitled to judgment as a matter of law. Further, the Respondent argued 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. The Respondent contended that, because the Commission lacks subject matter jurisdiction to make that prerequisite analysis, the Complaint should be dismissed in its entirety. Preliminary Objection ¶¶ 13-15.

I will view the factual averments in the Complaint in this case as true for purposes of disposing of the preliminary objection. The factual averments are that: (1) PPL is threatening to shut off or has already shut off the Complainant's service; and (2) PPL did not treat the bill of exchange as payment and reduce the account balance by \$8,465.03.

The Commission must act within and cannot exceed its jurisdiction. *Behrend v. Bell Tel. Co.*, 363 A.2d 1152 (Pa. Super. 1976). Jurisdiction may not be conferred by the parties where none exists. *Roberts v. Martorano*, 235 A.2d 602 (Pa. 1967).

For the Complainant to prevail ultimately, there must be a statute, regulation or order which the Commission is authorized to enforce. The Complaint must set forth anything done or omitted to be done by the utility company in violation of any

law which the Commission has jurisdiction to administer. 66 Pa.C.S. § 701; 52 Pa. Code § 5.21(a).

All Commission-regulated public utilities, including PPL, are statutorily required to provide reasonable customer service. 66 Pa.C.S. § 1501. 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. *West Penn Power Co. v. Pa. Pub. Util. Comm'n*, 478 A.2d 947 (Pa. Cmwlth. 1984). The test to determine the adequacy of both a utility's service and facilities and the adequacy of a utility's response to customer service complaints is that of reasonableness. *Scherich v. Verizon Pa. Inc.*, Docket No. C-2008-2061244 (Final Order entered Jan. 28, 2010).

### Complainant's Position

The Complainant contends that his proffered bill of exchange was a valid payment instrument. In his view, PPL acted unreasonably or unfairly by not processing the bill of exchange as payment. As relief, the Complainant asks for his account balance to be adjusted for the amount paid and for PPL to take steps to ensure proper handling of non-standard payments going forward.

At the prehearing conference, Mr. Oechsle explained that it is his position that PPL "accepted" the form of payment because PPL received and kept the bill of exchange. Tr. 8, 13 ("they have accepted it because they never returned the payment"). As such, he maintains that PPL should have adjusted his account balance to reflect a \$8,465.03 payment. Tr. 9.

Mr. Oechsle also clarified that he does not challenge PPL's calculation of how much the Oechsle's owed at the time of the Complaint, only that the account balance

should be reduced by the \$8,465.03 “payment.” Tr. 12-14. Finally, Mr. Oechsle specified that he is not seeking a payment arrangement. Tr. 11-12, 14.

### Disposition

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 full is tendered in *any reasonable manner...*” 52 Pa. Code § 56.94 (emphasis added). The regulation also notes that payment “in any reasonable manner includes payment by personal check . . . .” *Id.*

In order to determine if Complainant’s tender is a reasonable method of payment, the Commission would be required to determine the negotiability of instruments, which is a question of law governed by application of the UCC and, in particular, 13 Pa.C.S. § 3104. *Alkhatib; Coppedge I*. The Commission has held that it does not have jurisdiction to interpret the Uniform Commercial Code to determine the negotiability of instruments.<sup>4</sup> *Alkhatib; Coppedge I; Kennedy v. PECO Energy Co.*, Docket No. C-2015-2471718 (Opinion and Order entered Oct. 22, 2015) (*Kennedy*).

Furthermore, the Commission has held that it is not unreasonable for a utility to limit the methods of payment it will accept:

PECO has in the past advised Mr. Coppedge that it will not accept his proposed methods of payment and that it will only accept cash, certified checks, commercial money orders, validated checks, credit cards, and debit cards. *We do not find that PECO’s limitation to the foregoing means*

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<sup>4</sup> “Since we cannot determine the negotiability of the instrument Mr. Coppedge tendered to PECO as payment for service, we cannot determine its reasonableness.” *Coppedge I*, at 10.

*to satisfy his debts for the Company's provision of utility service is unreasonable.* Mr. Coppedge's Complaint, therefore, must be dismissed.

*Coppedge v. PECO Energy Co.*, Docket No. F-2014-2406180, at 12 (Opinion and Order entered Jan. 29, 2015) (complainant proposed payment by promissory note) (*Coppedge II*) (emphasis added) (citations omitted); *see also Kennedy* (complainant proposed payment by forms 1099A and 1099C, bill of exchange and promissory notes); *Scott v. Pennsylvania-Am. Water Co.*, Docket No. C-2015-2489453 (Final Order entered Dec. 22, 2015).

Therefore, it must be concluded that PPL's action in refusing to accept the Complainant's bill of exchange as payment for his bill does not violate a statute, regulation, or order of the Commission necessary for the adjudication of this matter.

As the Commission lacks jurisdiction to grant the relief requested, the Respondent's preliminary objection is granted.

I also find that dismissing the Complaint without a hearing is appropriate under the circumstances of this matter. Section 703 of the Public Utility Code, 66 Pa. C.S. § 703(b), provides that the Commission may dismiss any complaint without a hearing if, in its opinion, a hearing is not necessary in the public interest. *See also* 52 Pa. Code § 5.21(d).

Here, the case does not rest on the ability of Mr. Oechsle, as an unrepresented complainant, to describe the facts underlying his complaint. The material facts are not in dispute. Consistent with prior Commission decisions addressing complaints about non-standard forms of payment, I find that a hearing would not enable Mr. Oechsle "to better explain his positions or provide additional facts which would alter the inevitable conclusion that this Commission lacks jurisdiction to entertain the

Complaint in the first instance.” *Coppedge I*, at 11 (distinguishing *Carlock v. The United Tel. Co. of Pa.*, Docket No. F-00163617 (Order entered July 14, 1993) (*Carlock*));<sup>5</sup> *see also Alkhatib; Kennedy*. Therefore, a hearing in this case is not necessary or in the public interest.

### CONCLUSIONS OF LAW

1. The Complaint must set forth anything done or omitted to be done by the utility company in violation of any law which the Commission has jurisdiction to administer. 66 Pa.C.S. § 701; 52 Pa. Code § 5.21(a).
2. All Commission-regulated public utilities are statutorily required to provide reasonable customer service. 66 Pa.C.S. § 1501.
3. The test to determine the adequacy of a utility’s service and facilities is that of reasonableness. *Scherich v. Verizon Pa. Inc.*, Docket No. C-2008-2061244 (Final Order entered Jan. 28, 2010).
4. The Commission must act within and cannot exceed its jurisdiction. *Behrend v. Bell Tel. Co.*, 363 A.2d 1152 (Pa. Super 1976).
5. Jurisdiction may not be conferred by the parties where none exists. *Roberts v. Martorano*, 235 A.2d 602 (Pa. 1967).
6. The Commission does not have jurisdiction to interpret the Uniform Commercial Code to determine the negotiability of instruments. *Alkhatib v. PECO*

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<sup>5</sup> *Carlock* (holding that, in general, a *pro se* complainant may find it difficult to navigate through pre-hearing motions and should be given the chance to orally describe his basic issue and supporting facts).

*Energy Co.*, Docket No. C-2011-2242125 (Opinion and Order entered Jan. 12, 2012); *Coppedge v. PECO Energy Co.*, Docket No. F-2009-2135893 (Opinion and Order entered Aug. 3, 2010); *Kennedy v. PECO Energy Co.*, Docket No. C-2015-2471718 (Opinion and Order entered Oct. 22, 2015).

7. The Commission has held that it is not unreasonable for a utility to limit the methods of payment it will accept. *Coppedge v. PECO Energy Co.*, Docket No. F-2014-2406180 (Opinion and Order entered Jan. 29, 2015).

8. PPL's refusal to accept Complainant's bill of exchange as payment for his bill does not violate the Public Utility Code. 66 Pa.C.S. § 1501.

9. Preliminary objections are available to parties and may be filed in response to a complaint, citing a lack of Commission jurisdiction. 52 Pa. Code § 5.101(a)(1).

10. In reviewing preliminary objections, only the facts in the Complaint can be presumed to be true in order to determine whether recovery is possible. *Pa. State Lodge, Fraternal Order of Police v. Dept. of Conservation and Nat. Res.*, 909 A.2d 413 (Pa. Cmwlth. 2006), *aff'd per curiam*, 924 A.2d 1203 (Pa. 2007); *see also Glod v. PECO Energy Co.*, Docket No. C-2012-2305158 (Interim Order dated July 2, 2012).

11. In order for the Complainant to prevail ultimately, there must be a statute, regulation or order which the Commission is authorized to enforce. The Complaint must set forth anything done or omitted to be done by the utility company in violation of any law which the Commission has jurisdiction to administer. 66 Pa.C.S. § 701; 52 Pa. Code § 5.21(a).

12. Section 703 of the Public Utility Code provides that the Commission may dismiss any complaint without a hearing if, in its opinion, a hearing is not necessary in the public interest. 66 Pa.C.S. § 703(b); *see also* 52 Pa. Code § 5.21(d).

13. PPL has met the standard for dismissal of the Complaint without a hearing based on lack of Commission jurisdiction.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Preliminary Objection filed in the case captioned *Raymond-Thomas Oechsle v. PPL Electric Utilities Corporation* at Docket No. F-2024-3051701 is granted.

2. That the Complaint filed by Raymond-Thomas Oechsle against PPL Electric Utilities Corporation at Docket No. F-2024-3051701 is dismissed.

3. That the Secretary mark this docket closed.

Date: April 15, 2025

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/s/  
Erin L. Gannon  
Administrative Law Judge