

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Raymond-Thomas Oechsle	:	
	:	
v.	:	C-2025-3054697
	:	
PPL Electric Utilities Corporation	:	

INITIAL DECISION

Before
Emily A. Farren
Administrative Law Judge

INTRODUCTION

This decision dismisses the Formal Complaint of an electric utility customer *sua sponte*, as the Commission lacks subject matter jurisdiction to perform an analysis regarding accord and satisfaction under the Uniform Commercial Code.

HISTORY OF THE PROCEEDING

On April 22, 2025, Raymond-Thomas Oechsle (Complainant or Mr. Oechsle) filed a Formal Complaint against PPL Electric Utilities Corporation (PPL) with the Pennsylvania Public Utility Commission (Commission). Mr. Oechsle averred that PPL threatened to shut off his electric service, and checked the box “other,” further explaining:

These issues have started on or about Sept. 11, 2024, whereas Raymond and Mary Oechsle et al., issued PPL

Electric a Notice of Change in Terms with a \$10 payment, which was redeemed, thereby accepting discharge terms. PPL failed to return the instrument and later misapplied additional lawful tenders while continuing to issue shut-off notices based on disputed balances and misclassified payments.

Complaint ¶ 4.

For relief, Complainant requested:

We request that the Commission initiate a formal investigation into the billing practices, account handling, and conduct of PPL Electric Utilities concerning account # [redacted]. That the Commission recognize the lawful redemption and retention of the money orders, and negotiable instruments by PPL et al. as constituting acceptance, thereby forming a binding settlement agreement and discharging the obligation in full accord and satisfaction.

Complaint ¶ 5.

On May 13, 2025, PPL filed an Answer with New Matter to the Complaint. In its Answer, PPL admitted or denied the allegations of the Complaint. Specifically, PPL admitted that it received a \$10 and a \$20 payment from Complainant. PPL denied that by accepting the \$10 and then the \$20 payments that the Complainant was discharged from his duty to pay any portion of his electric bill. PPL concluded its Answer with New Matter by requesting dismissal of the Complaint, as the Commission lacks subject matter jurisdiction over a complaint requiring an analysis of the Uniform Commercial Code (UCC).

The Answer with New Matter contained a Notice to Plead for Mr. Oechsle to file a Response to PPL's New Matter within 20 days of service. Mr. Oechsle did not file a Response to PPL's New Matter.

On June 20, 2025, the Complaint was assigned to me as the presiding officer.

On July 10, 2025, the Commission adopted the Initial Decision (ID) of Administrative Law Judge (ALJ) Gannon in Mr. Oechsle's Formal Complaint at Docket No. F-2024-3051701 which also raised the negotiability of instruments. *Oechsle v. PPL Elec. Utils. Corp.*, Docket No. F-2024-3051701 (Opinion and Order entered July 10, 2025) (*Oechsle I*). In *Oechsle I*, ALJ Gannon's ID granted PPL's Preliminary Objection, finding that in order to determine whether the Complainant's tender is a reasonable method of payment, the Commission would have been required to determine the negotiability of instruments, which is a question of law governed by application of the UCC, and the Commission has previously held that it does not have jurisdiction to interpret the UCC to determine the negotiability of instruments. The Commission agreed with the ALJ that dismissing the Complaint without a hearing was appropriate under the circumstances, as the material facts were not in dispute.

Significantly, in *Oechsle I*, the Commission agreed with the ALJ that the Commission does not have jurisdiction to interpret the UCC. *Oechsle I* at 11.

The Commission also agreed with the ALJ's decision to dismiss the complaint without an evidentiary hearing. *Oechsle I* at 13. Because the case did not rest on the ability of the Complainant to describe the factual underpinnings of his Complaint, the Commission distinguished *Oechsle I* from *Carlock v. The United Telephone Co. of Pennsylvania*, Docket No. F-00163617 (Order entered July 14, 1993) (*Carlock*). In *Carlock*, the Commission held that, in the normal course, a *pro se* complainant would not be dismissed without first providing a hearing during which the *pro se* complainant could further explain their position and the factual basis for the complaint. Rather, *Oechsle I*

hinged on subject matter jurisdiction, as the relief requested was for a review of, and a ruling on, the negotiability of an instrument, thus an interpretation of the UCC.

In the context of *Oechsle I* and for the reasons set forth below, the instant Complaint will be dismissed, *sua sponte*, for lack of subject matter jurisdiction.

FINDINGS OF FACT

1. Complainant Raymond-Thomas Oechsle resides at 827 Green Street, Perkasio, Pennsylvania (service address).

2. Respondent PPL Electric Utilities Corporation is a jurisdictional public utility providing electric service to the service address.

3. Mr. Oechsle resides at the service address with his wife, Mary Oechsle, who is the named electric account holder. Complaint at 9.

4. On September 11, 2024, Mrs. and Mr. Oechsle mailed PPL a “Notice of Change in Terms of Agreement” (September Notice). Complaint Exh. A.

5. The September Notice stated, “[i]n accordance with the UCC [Uniform Commercial Code] provisions, I am issuing a postal money order in the amount of \$10(Ten)with [sic] the explicit notation that I accept your offer for the sum of \$12,536.91 (Twelve Thousand Five Hundred Thirty-Six 91/100) in full satisfaction of the amount.” Complaint Exh. A.

6. As of September 25, 2024, Mrs. and Mr. Oechsle’s electric account was \$12,526.91 past due. Complaint Exh. D.

7. On or about March 30, 2025,¹ Mrs. and Mr. Oechsle mailed PPL a “Notice of Change in Terms and Accord and Satisfaction” (March Notice), along with a \$20 money order. Complaint Exhs. F-G.

8. The March Notice stated, “[t]his letter serves as formal notice of a change in terms regarding the outstanding claim between Mary-Ruth Oechsle Et Al., and PPL Electric Utilities Corporation. I, Mary-Ruth Oechsle Et Al., hereby accept your offer in the amount of \$18,699.27 (Eighteen Thousand Six Hundred Ninety-Nine Dollars and Twenty-Seven Cents) for value and tender this payment as full satisfaction of the debt. This payment is made pursuant to ****UCC Section 3-603**** and ****UCC Section 3-311****, constituting an accord and satisfaction.” Complaint Exh. F.

9. As of April 15, 2025, Mrs. and Mr. Oechsle’s electric account balance was \$18,699.27. Complaint Exh. H.

10. On April 22, 2025, Mr. Oechsle filed a Formal Complaint, alleging that under the Uniform Commercial Code, PPL accepted a \$10 payment and a \$20 payment in “full satisfaction of the debt” for his electric account bill in the amount of \$18,699.27.

11. On May 13, 2025, PPL filed an Answer with New Matter, averring the Commission lacks subject matter jurisdiction over the Formal Complaint.

12. Mr. Oechsle did not file a response to PPL’s New Matter.

¹ A handwritten notation on the otherwise undated typed notice denotes, “3-30-2025.”

DISCUSSION

For the Complainant to prevail, ultimately, there must be a statute, regulation or order at issue for which the Commission is authorized to enforce. The Complaint must set forth an act or omission 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).

The Commission cannot act unless it has jurisdiction over both the parties to a dispute and the subject matter of a dispute. It is fundamental that 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). Lack of subject matter jurisdiction is an issue that cannot be waived, that may be raised at any stage of a case, and that may be raised by the Commission *sua sponte*. *Commonwealth v. Little*, 314 A.2d 270 (Pa. 1974). Whether the Commission has subject matter jurisdiction over a complaint is purely a question of law and does not require the exercise of fact-finding. *Clark v. Peugh*, 257 A.3d 1260, 1266 (Pa. Super. 2021).

Analysis

Here, the Complaint does not set forth an act or omission done by the utility in violation of any law which the Commission has jurisdiction to administer. Instead, the Complaint alleges that under the UCC, PPL accepted a \$10 payment and a \$20 payment in “full satisfaction of the debt” for his electric account bill in the amount of \$18,699.27. As for relief, Complainant requested:

We request that the Commission initiate a formal investigation into the billing practices, account handling, and conduct of PPL Electric Utilities concerning account #

[redacted]. That the Commission recognize the lawful redemption and retention of the money orders, and negotiable instruments by PPL et al. as constituting acceptance, thereby forming a binding settlement agreement and discharging the obligation in full accord and satisfaction.

Complaint ¶ 5.

By failing to set forth an act or omission in violation of a law the Commission has jurisdiction to administer, the Complaint ignores both the Public Utility Code and Commission regulations. 66 Pa.C.S. § 701; 52 Pa. Code § 5.21(a). It is well established that the UCC is not within the Commission's jurisdiction to administer. *See Alkhatib v. PECO 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. 2, 2010); *Oechsle I.*

Thus, the Commission lacks jurisdiction to interpret or analyze the UCC to determine whether PPL accepted a \$10 payment and a \$20 payment in full satisfaction of an electric bill in the amount of \$18,699.27. Accordingly, the Commission lacks jurisdiction to address the Formal Complaint or the relief requested therein.

I also find that dismissing the Complaint without a hearing is appropriate under the circumstances. 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; *see also* 52 Pa. Code § 5.21(d). The crux of the Complaint hinges on the analysis and interpretation of the UCC. Stated differently, this case is about subject matter jurisdiction, and an evidentiary hearing cannot overcome the Commission's lack of subject matter jurisdiction. *See Oechsle I.*

CONCLUSIONS OF LAW

1. A formal complaint must set forth an act or omission 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. 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).

3. Jurisdiction may not be conferred by the parties where none exists. *Roberts v. Martorano*, 235 A.2d 602 (Pa. 1967).

4. The Uniform Commercial Code is not within the Commission's jurisdiction to administer. *See Alkhatib v. PECO 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. 2, 2010); *Oechsle v. PPL Elec. Utils. Corp.*, Docket No. F-2024-3051701 (Opinion and Order entered July 10, 2025).

5. The Commission lacks subject matter jurisdiction over this proceeding. 66 Pa.C.S. § 701.

6. Lack of subject matter jurisdiction is an issue that cannot be waived, that may be raised at any stage of a case, and that may be raised by the Commission *sua sponte*. *Commonwealth v. Little*, 314 A.2d 270 (Pa. 1974).

7. Whether the Commission has subject matter jurisdiction over a complaint is purely a question of law and does not require the exercise of fact-finding. *Clark v. Peugh*, 257 A.3d 1260, 1266 (Pa. Super. 2021).

