

August 24, 2015

VIA ELECTRONIC FILING

Public Utility Commission of Oregon
201 High Street SE, Suite 100
Salem, OR 97301-1166

Attn: Filing Center

RE: PacifiCorp Notice of Property Disposition—Sale of Metering Facilities

Under ORS 757.480(2), PacifiCorp d/b/a/ Pacific Power (PacifiCorp or Company) provides notice of the sale of property necessary or useful in the provision of utility service (Notice). This transaction involves assets classified as Utah situs distribution that are not included in Oregon rates. PacifiCorp files this Application in accordance with Order No. 14-254, following the Commission's directive to interpret ORS 757.480 as applying to the total value of an asset disposition rather than the system-allocated value.

PacifiCorp owned certain metering facilities located in or near Price City, Utah, which are more specifically described in Attachment A, Schedule 1. PacifiCorp provided electric services to the City of Price, Utah, through June 30, 2015. After June 30, 2015, the City of Price, Utah will receive electric service from the Utah Associated Municipal Power Systems. The Price Municipal Corporation (City) wished to purchase the Metering Facilities for use by the Utah Associated Municipal Power Systems for the provision of electric services to Price City, Utah after June 30, 2015. The Company agreed to sell the Metering Facilities to the City. A copy of the Asset and Sale Purchase Agreement is included with this Notice as Attachment A.

The City paid \$49,927.00 for the Metering Facilities on June 30, 2015. The purchase price of the Metering Facilities was based on the Company's net book value. Because PacifiCorp will no longer provide electric services to Price City, UT after June 30, 2015, the Company no longer needs the Metering Facilities. The sale of the Metering Facilities will not interfere with PacifiCorp's ability to fulfill its obligation to provide safe, reliable electric service with its remaining facilities. The public is not harmed because the equipment sold only served Price City, UT, which will now receive electric services from the Utah Associated Municipal Power Systems.

PacifiCorp respectfully requests that all correspondence and data requests regarding this matter be addressed to:

By E-mail (preferred): datarequest@pacificorp.com.

By regular mail: Data Request Response Center
PacifiCorp
825 NE Multnomah, Suite 2000
Portland, OR 97232

Please direct informal questions with respect to this filing to Erin Apperson at 503-813-6642.

Sincerely,


R. Bryce Dalley

Vice President, Regulation

Enclosure

ATTACHMENT A

Asset and Sale Purchase Agreement

Mayor
JOE L. PICCOLO
City Attorney
NICK SAMPINOS
Community Director
NICK TATTON
City Recorder
SHERRIE GORDON
Public Works Director
GARY SONNTAG



Price City

185 EAST MAIN • P.O. BOX 893 • PRICE, UT 84501
PHONE (435) 637-5010 • FAX (435) 637-2905
www.pricecityutah.com

UTAH'S CASTLE COUNTRY!!

City Council

KATHY HANNA-SMITH
RICK DAVIS
WAYNE CLAUSING
LAYNE MILLER
MILES NELSON

SENT VIA E-MAIL AND USPS

June 25, 2015

Rocky Mountain Power
Attn: Rachel Matheson
1407 West North Temple, Room 270
Salt Lake City, UT 84116

RE: Asset Sale and Purchase Agreement

Mrs. Matheson,

Please find enclosed a copy of the above referenced asset sale and purchase agreement between Price City and Rocky Mountain Power. The agreement was approved by the Price City Council at its' regular meeting on June 24, 2015. It has been signed by Mayor Joe L. Piccolo based upon that approval on behalf of Price City.

Please obtain the requisite Rocky Mountain Power signatures and return a copy of the fully signed and executed agreement to me at your earliest opportunity.

Thank you for your help and diligence to complete this transaction for Price City.

Sincerely,

Nick Tatton, Community Director
Price City

Encl: Price City signed copy of Asset Sale and Purchase Agreement

CC: UAMPS: Mr. Marshall Empey, Chief Operations Officer

ASSET SALE AND PURCHASE AGREEMENT

THIS ASSET SALE AND PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the 24th day of JUNE, 2015 by and between ROCKY MOUNTAIN POWER, an unincorporated division of PACIFICORP, an Oregon corporation ("Rocky Mountain Power"), and PRICE MUNICIPAL CORPORATION, a Utah municipal corporation ("the City").

RECITALS

A. Rocky Mountain Power is a public electric utility regulated by the Public Service Commission of Utah and owns certain metering facilities located in or near Price City, Utah, as more specifically identified in *Schedule 1* to this Agreement (the "Metering Facilities").

B. Rocky Mountain Power provides, and through June 30, 2015 will continue to provide, electric service to the City, which service is metered by the Metering Facilities; after June 30, 2015, the City will receive electric service from the Utah Associated Municipal Power Systems.

C. The City desires to purchase the Metering Facilities from Rocky Mountain Power, and Rocky Mountain Power is willing to sell the Metering Facilities to the City in accordance with and subject to all of the terms and conditions expressed herein.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1. PURCHASE AND SALE OF METERING FACILITIES

1.1. Purchase and Sale of Metering Facilities. Subject to the terms and conditions set forth in this Agreement, Rocky Mountain Power agrees to sell and convey to the City, and the City agrees to purchase and acquire from Rocky Mountain Power, all of Rocky Mountain Power's right, title and interest in and to the Metering Facilities, as more fully described in Schedule 1 attached hereto and incorporated herein.

1.2. Purchase Price. The purchase price for the Metering Facilities shall be the sum of Forty-Nine Thousand Nine Hundred Twenty-Seven Dollars (\$49,927.00).

1.3. Regulatory Approvals. The parties acknowledge and agree that Rocky Mountain Power may be required to obtain approval from one or more state public utility commissions for the transaction contemplated in this Agreement. Rocky Mountain Power may terminate this Agreement at any time, without penalty, if the sale contemplated herein is denied by any state utility commission having jurisdiction, or if the terms or conditional of any such regulatory approval are not reasonably satisfactory to Rocky Mountain Power.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES

2.1. Rocky Mountain Power Representations and Warranties. Rocky Mountain Power makes the following representations and warranties to the City, as of the date of this Agreement and as of Closing:

2.1.1. PacifiCorp is a corporation duly organized and validly existing under the laws of the State Oregon, and is duly qualified to do business in the State of Utah.

2.1.2. Rocky Mountain Power has the right, power and authority to execute, deliver, and perform this Agreement and to consummate the transaction contemplated herein, subject to any required regulatory approvals as described in paragraph 1.3.

2.2. City Representations and Warranties. The City makes the following representations and warranties to Rocky Mountain Power, as of the date of this Agreement and as of Closing:

2.2.1. The City is a municipal corporation, duly organized and validly existing under the laws of the State of Utah.

2.2.2. The City has the right, power and authority to execute, deliver, and perform this Agreement and to consummate the transaction contemplated herein.

2.3. Survival. The above representations and warranties shall survive Closing.

ARTICLE 3. CLOSING

3.1. Time and Place of Closing. The transaction contemplated in this Agreement shall close on or before June 30, 2015, at the offices of Rocky Mountain Power at 1407 West North Temple, Salt Lake City, Utah, or at such other time and place as the parties may agree in writing ("Closing").

3.1.1. Rocky Mountain Power's Obligations. At Closing, Rocky Mountain Power shall deliver to the City the following:

3.1.1.1. A duly executed Bill of Sale, transferring all of Rocky Mountain Power's right, title and interest in and to the Metering Facilities to the City, in substantially the form attached hereto as *Exhibit A*.

3.1.1.2. Any other funds, instruments or documents as may be reasonably required to consummate the transaction contemplated in this Agreement.

3.1.2. City's Obligations. At Closing, the City shall deliver to Rocky Mountain Power the following:

3.1.2.1. The Purchase Price, which shall be paid by the City to Rocky Mountain Power in cash, check or via wire transfer to an account or accounts designed by Rocky Mountain Power in writing

3.1.2.2. Any other funds, instruments or documents as may be reasonably required to consummate the transaction contemplated in this Agreement.

3.2. Possession. Rocky Mountain Power shall deliver physical possession of the Metering Facilities to the City upon Closing.

3.3. Use of Facilities upon Delay of Closing. In the event that the Closing does not occur by June 30, 2015, but the parties have mutually agreed on another closing date, the City shall have the right to use the Metering Facilities until the Closing occurs, for a period not to exceed sixty (60) days after June 30, 2015. The City shall be responsible for all repairs and maintenance to the Metering Facilities during such period.

ARTICLE 4. METERING FACILITIES

4.1. Errors. In the event either party identifies an error in Schedule 1 as the Metering Facilities are being transferred, the party identifying the error will give written notice to the other party, with the correct description. After receiving such notice, the parties shall work in good faith to resolve the discrepancy.

4.2. Repair or Replacement. Prior to June 30, 2015, Rocky Mountain Power shall use the Metering Facilities in accordance with prudent utility practice. In the event Rocky Mountain Power repairs or replaces any of the Metering Facilities after the execution of this Agreement but prior to July 1, 2015, due to a failure of or damage to that facility, the Purchase Price will be increased by Rocky Mountain Power's costs related to such repair and/or replacement.

ARTICLE 5. AS-IS, WHERE-IS SALE

5.1. As-Is, Where-Is Sale. **The City agrees that it shall take the Metering Facilities AS-IS, WHERE-IS, WITH ALL FAULTS AND CONDITIONS. Without limiting the generality of the foregoing, Rocky Mountain Power makes no written or oral representations of any kind, whether express or implied, with respect to the fitness, merchantability or suitability of the Metering Facilities for any particular purpose whatsoever. The provisions of this ARTICLE 4 shall survive the Closing and any termination of this Agreement.**

ARTICLE 6. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement (together with all schedules, exhibits and attachments hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, discussions and negotiations, whether written or oral, between the parties. Any amendments or modifications to this Agreement shall be in writing and executed by the parties hereto.

whether or not the first party knows of such a breach at the time it accepts such payment or performance. No failure on the part of a party to exercise any right it may have by the terms of this Agreement or by law upon the default of another party, and no delay in the exercise of any such right by the first party at any time when such other party may be in default, shall operate as a waiver of any default, or as a modification in any respect of the provision of this Agreement.

6.8. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate, or to request the consolidation of, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

6.9. Further Assurances. Each party hereto shall from time to time execute and deliver such further documents or instruments as the other party, its counsel or the Title Company may reasonably request to effectuate the intent of this Agreement, including without limitation, documents necessary for compliance with the laws, ordinances, rules and regulations of any applicable governmental authorities.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date inscribed above.

**ROCKY MOUNTAIN POWER, an
unincorporated division of PACIFICORP, an
Oregon corporation**

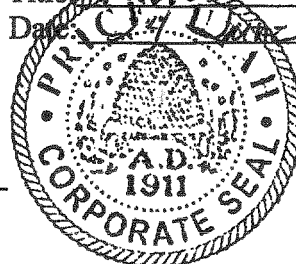
By: *Rachel Matheson*
Print Name: Rachel Matheson
Title: Customer Account Manager
Date: June 24, 2015

**PRICE MUNICIPAL CORPORATION, a
Utah municipal corporation**

By: *[Signature]*
Print Name: JOE L. PICIOLO
Title: Mayor
Date: June 24, 2015

ATTEST:

Shirley Lardo
City Recorder



SCHEDULE 1

Description of Metering Facilities

The Purchased Assets include

- 1 each KV2C primary meter – serial number 36022303
- 1 each KV2C backup meter – serial number 36022299
- 3 each Voltage Transformers
- 3 each Current Transformer

One line diagram



SCHEDULE 2

Meter Test Records

Test Location/Standard/Signatures										Add New Test Record	
Test Location: <input type="text" value="In Field"/>					Standard: <input type="text" value="4619"/>						
Technician Name: <input type="text"/>		Employee ID: <input type="text" value="P06655"/>			Witness Name: <input type="text"/>		Employee ID: <input type="text"/>				
Company: <input type="text"/>		Date: <input type="text" value="6/16/2014"/>			Company: <input type="text"/>		Date: <input type="text"/>				
Does AGC signal source for both balancing authorities come from the same meter?										<input type="text"/>	
Does the MWH data for both balancing authorities come from the same meter?										<input type="text"/>	
Meter Accuracy Test Results											
KWH Out					KVAh Out						
Test Amps	Phase Angle	Revs	% Reg. A.P.	% Reg. A.L.	Test Amps	Phase Angle	Revs	% Reg. A.P.	% Reg. A.L.		
FLUCL	0	5	99.97		FLUCL	90	5				
LL	0	2	99.91		LL	90	2				
PF	60	5	99.95		PF	120	5				
PF	300	5			PF	30	5				
A-FL	0	2			A-FL	90	2				
B-FL	0	2			B-FL	90	2				
C-FL	0	2			C-FL	90	2				
KWH In					KVAh In						
Test Amps	Phase Angle	Revs	% Reg. A.P.	% Reg. A.L.	Test Amps	Phase Angle	Revs	% Reg. A.P.	% Reg. A.L.		
FLUCL	180	5			FLUCL	270	5				
LL	180	2			LL	270	2				
PF	240	5			PF	180	5				
PF	120	5			PF	330	5				
A-FL	180	2			A-FL	270	2				
B-FL	180	2			B-FL	270	2				
C-FL	180	2			C-FL	270	2				
In-Service Readings											
As Found Readings					As Left Readings						
Time out of service: <input type="text"/>					Time out of service: <input type="text"/>						
Watt Del: <input type="text"/>		Watt Rec: <input type="text"/>			Watt Del: <input type="text"/>		Watt Rec: <input type="text"/>				
VarH Del: <input type="text"/>		VarH Rec: <input type="text"/>			VarH Del: <input type="text"/>		VarH Rec: <input type="text"/>				

KWH				KVarH			
Test Amps	Phase Angle	Test Pulse	% Reg	Test Amps	Phase Angle	Test Pulse	% Reg
FL	0			FL	90		
FL	180			FL	270		

mA Analog Accuracy Test Results

Watt			Var		
Test Amps	Phase Angle	% Error	Test Amps	Phase Angle	% Error
90% full scale	0		90% full scale	90	
50% full scale	0		50% full scale	90	
90% full scale	180		90% full scale	270	
50% full scale	180		50% full scale	270	

Comments:

Analyst: Date Verified:

Test Location/Standard/Signatures

Test Location: Standard:

Tester: Witness:

Name: Employee #: Name: Employee #:

Company: Date: Company: Date:

Does AGC signal source for both balancing authorities come from the same meter?:

Does the MWH data for both balancing authorities come from the same meter?:

Meter Accuracy Test Results

KWH				KVarH			
Test Amps	Phase Angle	Test Pulses	% Reg	Test Amps	Phase Angle	Test Pulses	% Reg
FL	0			FL	90		
FL	180			FL	270		

mA Analog Accuracy Test Results

Watt			Var		
Test Amps	Phase Angle	% Error	Test Amps	Phase Angle	% Error
90% full scale	0		90% full scale	90	
50% full scale	0		50% full scale	90	
90% full scale	180		90% full scale	270	
50% full scale	180		50% full scale	270	

Comments:

Analyst: Date Verified:

Test Location/Standard/Signatures

Test Location:

Standard:

Tester:

Witness:

Name:

Employee #:

Name:

Employee #:

Company:

Date:

Company:

Date:

Does AGC signal source for both balancing authorities come from the same meter?:

Does the MWH data for both balancing authorities come from the same meter?:

Meter Accuracy Test Results

KWH Out					KVarH Out				
Test Amps	Phase Angle	Revs	% Reg A.F.	% Reg A.L.	Test Amps	Phase Angle	Revs	% Reg A.F.	% Reg A.L.
FL/CL	0	5	99.94		FL/CL	90	5		
LL	0	2	99.93		LL	90	2		
P.F.	60	5			P.F.	150	5		
P.F.	300	5	99.96		P.F.	30	5		
A-FL	0	2	99.95		A-FL	90	2		
B-FL	0	2	99.94		B-FL	90	2		
C-FL	0	2	99.95		C-FL	90	2		

KWH In					KVarH In				
Test Amps	Phase Angle	Revs	% Reg A.F.	% Reg A.L.	Test Amps	Phase Angle	Revs	% Reg A.F.	% Reg A.L.
FL/CL	180	5			FL/CL	270	5		
LL	180	2			LL	270	2		
P.F.	240	5			P.F.	330	5		
P.F.	120	5			P.F.	210	5		
A-FL	180	2			A-FL	270	2		
B-FL	180	2			B-FL	270	2		
C-FL	180	2			C-FL	270	2		

In-Service Readings

As-Found Readings				As-Left Readings			
Time out of service:		<input type="text"/>		Time out of service:		<input type="text"/>	
+ Instant Watts:		<input type="text"/>		+ Instant Watts:		<input type="text"/>	
WH Del:		<input type="text"/>		WH Del:		<input type="text"/>	
VarH Del:		<input type="text"/>		VarH Del:		<input type="text"/>	
		A B C				A B C	
Voltage	Mag	<input type="text"/>	<input type="text"/>	Current	Mag	<input type="text"/>	<input type="text"/>
	Angl	<input type="text"/>	<input type="text"/>		Angl	<input type="text"/>	<input type="text"/>

KYZ Accuracy Test Results

KWH				KVarH			
Test Amps	Phase Angle	Test Pulses	% Reg	Test Amps	Phase Angle	Test Pulses	% Reg
FL	0			FL	90		
FL	180			FL	270		

mA Analog Accuracy Test Results

Watt			Var		
Test Amps	Phase Angle	% Error	Test Amps	Phase Angle	% Error
90% full scale	0		90% full scale	90	
50% full scale	0		50% full scale	90	
90% full scale	180		90% full scale	270	
50% full scale	180		50% full scale	270	

Comments:

Analyst: Date Verified:

Test Location/Standard/Signatures

Test Location: Standard:

Tester Name: <input style="width: 100px;" type="text"/> Employee #: <input style="width: 100px;" type="text" value="PD6655"/> Company: <input style="width: 100px;" type="text"/> Date: <input style="width: 100px;" type="text" value="10/9/2013"/>	Witness Name: <input style="width: 100px;" type="text"/> Employee #: <input style="width: 100px;" type="text"/> Company: <input style="width: 100px;" type="text"/> Date: <input style="width: 100px;" type="text"/>
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Does AGC signal source for both balancing authorities come from the same meter?:

Does the MWH data for both balancing authorities come from the same meter?:

Meter Accuracy Test Results

KWH Out					KVarH Out				
Test Amps	Phase Angle	Revs	% Reg A.F.	% Reg A.L.	Test Amps	Phase Angle	Revs	% Reg A.F.	% Reg A.L.
FL/CL	0	5	99.94		FL/CL	90	5		
LL	0	2	99.91		LL	90	2		
P.F.	60	5	99.93		P.F.	150	5		
P.F.	300	5			P.F.	30	5		
A-FL	0	2			A-FL	90	2		
B-FL	0	2			B-FL	90	2		
C-FL	0	2			C-FL	90	2		

KWH In					KVarH In				
Test Amps	Phase Angle	Revs	% Reg A.F.	% Reg A.L.	Test Amps	Phase Angle	Revs	% Reg A.F.	% Reg A.L.
FL/CL	180	5			FL/CL	270	5		
LL	180	2			LL	270	2		
P.F.	240	5			P.F.	330	5		
P.F.	120	5			P.F.	210	5		
A-FL	180	2			A-FL	270	2		
B-FL	180	2			B-FL	270	2		
C-FL	180	2			C-FL	270	2		

In-Service Readings

As-Found Readings				As-Left Readings			
Time out of service:		<input type="text"/>		Time out of service:		<input type="text"/>	
+ Instant Watts:		<input type="text"/>		+ Instant Watts:		<input type="text"/>	
WH Del:		<input type="text"/>		WH Del:		<input type="text"/>	
VarH Del:		<input type="text"/>		VarH Del:		<input type="text"/>	
		A				A	
		B				B	
		C				C	
Voltage		Mag		Current		Mag	
		<input type="text"/>				<input type="text"/>	
		Angl				Angl	
		<input type="text"/>				<input type="text"/>	

KYZ Accuracy Test Results

KWH				KVarH			
Test Amps	Phase Angle	Test Pulses	% Reg	Test Amps	Phase Angle	Test Pulses	% Reg
FL	0			FL	90		
FL	180			FL	270		

mA Analog Accuracy Test Results

Watt			Var		
Test Amps	Phase Angle	% Error	Test Amps	Phase Angle	% Error
90% full scale	0		90% full scale	90	
50% full scale	0		50% full scale	90	
90% full scale	180		90% full scale	270	
50% full scale	180		50% full scale	270	

Comments:

Analyst: Date verified:

EXHIBIT A

Form of Bill of Sale

THIS BILL OF SALE is made and entered into as of the 30 day of June, 2015 by and between ROCKY MOUNTAIN POWER, an unincorporated division of PACIFICORP, an Oregon corporation ("Seller") and PRICE MUNICIPAL CORPORATION, a Utah municipal corporation ("Buyer").

Pursuant to that certain Asset Sale and Purchase Agreement dated as of June 24, 2015, between the parties, and for the consideration therein recited, Seller does hereby bargain, sell, grant, assign, transfer, convey and deliver unto Buyer, and its successors and assigns, forever, all of Seller's right, title and interest in and to the Metering Facilities described on *Schedule 1* attached hereto, with all appurtenances thereto, TO HAVE AND TO HOLD unto Buyer, and its successors and assigns, for its use forever, free and clear of all liens and encumbrances.

The provisions of this Bill of Sale are subject, in all respects, to the terms and conditions of the Asset Sale and Purchase Agreement, including all of the covenants, representations and warranties, indemnification and remedies contained therein, all of which shall survive the execution and delivery of this Bill of Sale to the extent indicated in the Agreement.

This Bill of Sale may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Bill of Sale and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this Bill of Sale as of the date first above written.

[Signature page follows]

ROCKY MOUNTAIN POWER, an
unincorporated division of PACIFICORP, an
Oregon corporation

By: *Rachel Matheson*
Print Name: Rachel Matheson
Title: Customer Account Manager

PRICE MUNICIPAL CORPORATION, a
Utah municipal corporation

By: *[Signature]*
Print Name: JOE L. PICCOLO
Title: MAYOR

ATTEST:

Shirley Landa
City Recorder

