

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): <u>datarequest@pacificorp.com</u>.

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.

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



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

KATHY HANNA-SMITH

RICK DAVIS

WAYNE CLAUSING

LAYNE MILLER

MILES NELSON

UTAH'S CASTLE COUNTRY!!

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

Price Citv

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 AGR	
entered into as of the 24 day of JUNE	, 2015 by and between ROCKY
MOUNTAIN POWER, an unincorporated division	of PACIFICORP, an Oregon corporation
("Rocky Mountain Power"), and PRICE MUNICIA	PAL 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. <u>Purchase Price</u>. 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. <u>City Representations and Warranties</u>. 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. <u>Time and Place of Closing</u>. 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. <u>Rocky Mountain Power's Obligations</u>. 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. <u>City's Obligations</u>. 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. <u>Possession</u>. Rocky Mountain Power shall deliver physical possession of the Metering Facilities to the City upon Closing.
- 3.3. <u>Use of Facilities upon Delay of Closing</u>. 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. <u>Errors</u>. 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.

- 6.2. <u>Headings</u>; <u>Interpretation</u>. The paragraph headings herein contained are for purposes of identification only and shall not be considered in construing this Agreement. The parties acknowledge that they have each had the opportunity to review this Agreement and have it reviewed by legal counsel of its own choosing; therefore, the provisions hereof shall not be construed against either party as the drafter hereof.
- 6.3. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Utah.
- 6.4. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts which together shall constitute one complete instrument.
- 6.5. <u>Successor and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, administrators, and assigns; provided, however, that the City may not assign its interest in this Agreement without the prior written consent of Rocky Mountain Power, which shall not be unreasonably withheld.
- 6.6. <u>Notices</u>. Any notice, demand or document which any party is required or any party desires to give or deliver to or make upon any other party shall be in writing, and may be personally delivered or given or made by recognized overnight courier service or by United States registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

Rocky Mountain Power: R

Rocky Mountain Power

Attn: Rachel Matheson

1407 West North Temple, Room 270

Salt Lake City, UT 84116

with a copy to:

Rocky Mountain Power Legal Department

Attn: Heidi Gordon

201 South Main Street, Suite 2300

Salt Lake City, UT 84111

City:

Price City

Attn: Nick Tatton 185 East Main Street Price, UT 84501

Either party may change its address to receive notice by providing written notice of such change to the other party, in accordance with this paragraph 6.6.

6.7. Waiver. Except as herein expressly provided, no waiver by a party of any breach of this Agreement or any warranty or representation under this Agreement by another party shall be deemed to be a waiver of any other breach of any kind or nature (whether preceding or succeeding and whether or not of the same or similar nature) and no acceptance of payment or performance by a party after any such breach by another party shall be deemed to be a waiver of any further breach of this Agreement or of any representation or warranty by such other party

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. <u>Further Assurances</u>. 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

Print Name: 100 He Mathrews
Title: 150 ACOUNT Marriger
Date: 24, 2015

PRICE MUNICIPAL CORPORATION, a Utah municipal corporation

Print Name Six L Piccoco

104 Una 2015

ATTEST:

City Recorder

SCHEDULE 1

Description of Metering Facilities

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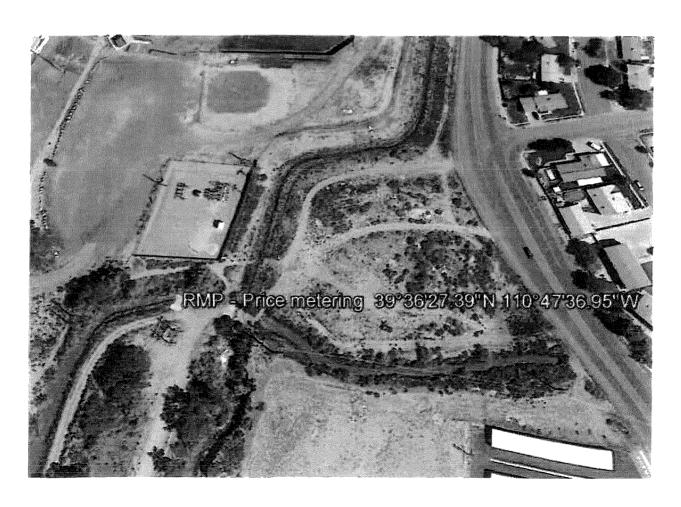
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1 each KV2C backup meter – serial number 36022299

3 each Voltage Transformers

3 each Current Transformer

One line diagram



SCHEDULE 2

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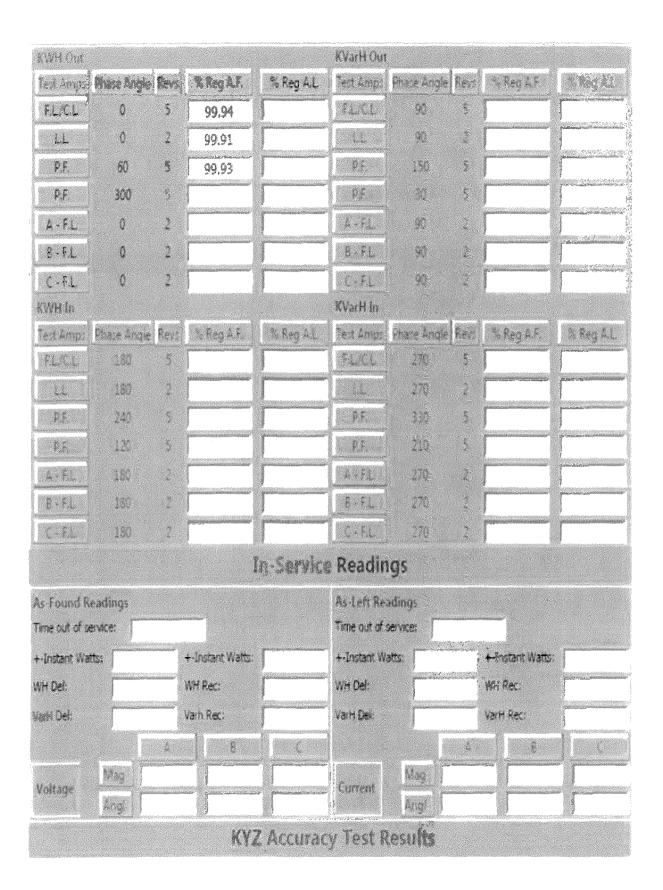
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EXHIBIT A

Form of Bill of Sale

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Pursuant to that certain Asset Sale and Purchase Agreement dated as of 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

Print Name:

By:

PRICE MUNICIPAL CORPORATION, a

L. PICCOLO

Utah municipal corporation

ATTEST:

City Recorder