

**BEFORE THE**

**WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

WALLA WALLA COUNTRY CLUB,	)	
	)	
Complainant,	)	DOCKET UE-143932
	)	
v.	)	
	)	
PACIFIC POWER & LIGHT	)	
COMPANY,	)	
	)	
Respondent.	)	
_____	)	

**REDACTED EXHIBIT NO.\_\_\_\_(BGM-5C)**

**CLUB LETTER PROPOSING FACILITIES SALE**

**June 24, 2015**



**Minnick·Hayner**

attorneys at law

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June 19, 2015

***Via Email and U.S. Mail***

Sarah Wallace  
Vice President and General Counsel  
Pacific Power & Light Company  
825 NE Multnomah, Suite 1800  
Portland OR 97232

Re: Walla Walla Country Club v. Pacific Power & Light Company  
**Docket UE-143932**

Dear Ms. Wallace:

This letter is in regard to the Walla Walla Country Club's ("Club") request for permanent disconnection from Pacific Power & Light Company ("Pacific Power" or "Company") electric service. By this letter, the Club seeks to effect permanent disconnection while providing means to ensure that neither the Company nor its remaining customers would be adversely affected as a consequence of such a disconnection. Moreover, the proposal herein is designed to avoid continued and costly litigation for both Company and Club.

The Club recently asked the Company to provide a current net book value for facilities included in Pacific Power's January 25, 2013 removal estimate.<sup>1/</sup> On June 12, 2015, the Club was surprised to receive a new net book value estimate that significantly exceeded the Company's January 2013 estimate.<sup>2/</sup> While not taking a position on the accuracy of the revised net book value, in an effort to reach agreement the Club is willing to pay Pacific Power \$ [REDACTED] to effect a permanent disconnection from Company electrical service. In addition, the Club is willing to pay reasonably negotiated labor charges necessary to effect permanent disconnection, such as the costs associated with meter removal and the disconnection of wiring and hardware heretofore used in providing electric service to the Club. In exchange for payment, the Club proposes that a Bill of Sale be executed to transfer ownership of all subject facilities to the Club. By so doing, the Company will avoid future responsibility for maintaining

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<sup>1/</sup> Docket UE-143932, Club Data Request 081.

<sup>2/</sup> Company Data Responses 081.

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James K. Hayner · Tom Scribner · Steven C. Frol · David S. Grossman · David M. Rose · Mona J. Geidl

H.H. Hayner (1916-2010) · W.L. Minnick (1913-1993)

*Minnick · Hayner is a Washington Professional Service Corporation*

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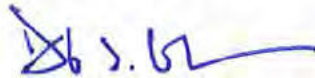
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facilities no longer used to provide service to the Club. Accordingly, the payment of the proposed amounts in exchange for a facilities ownership transfer would ensure that, upon disconnection, neither the Company nor its remaining customers would have to absorb any costs associated with facilities previously used for Club service.

The Club is prepared to continue litigating permanent disconnection and net removal tariff issues in Docket UE-143932, including the request for damage reparations and/or refund overcharges stated in the Club's complaint. Nevertheless, the Club is still willing to drop its complaint, if the Company agrees to the resolution proposed in this letter. I appreciate your thoughtful consideration on this matter and invite you to call me to discuss further.

Sincerely yours,

MINNICK•HAYNER



David S. Grossman

c: Troy Greenfield (via e-mail)  
Stanley Schwartz (via e-mail)  
Jesse Cowell (via e-mail)  
Melinda Davison (via e-mail)  
Michelle Mishoe