

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00 :
 2. BUREAU: FUS :
 3. SECTION(S): : 4. PUBLIC MEETING DATE:
 5. APPROVED BY: : 00/00/00
 DIRECTOR: :
 SUPERVISOR: :
 6. PERSON IN CHARGE: : 7. DATE FILED: 11/10/05
 8. DOCKET NO: A-110500 F0368 : 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: ALLENTOWN CITY OF

RESPONDENT/APPLICANT: PPL ELECTRIC UTILITIES CORP

COMP/APP COUNTY: UTILITY CODE: 110500

ALLEGATION OR SUBJECT

APPLICATION OF PPL ELECTRIC UTILITIES CORPORATION FOR APPROVAL OF THE TRANSFER
 BY SALE TO THE CITY OF ALLENTOWN OF FACILITIES LOCATED IN THE CITY OF ALLEN-
 TOWN, LEHIGH COUNTY, PENNSYLVANIA.....
 SEE ALSO U-00055221 FOR RELATED PUBLIC UTILITY MUNICIPAL CONTRACT FILING
 BETWEEN PPL AND THE CITY OF ALLENTOWN.....

DOCUMENT
FOLDER

DOCKETED

NOV 15 2005

Paul E. Russell
Associate General Counsel

PPL

Two North Ninth Street
Allentown, PA 18101-1179
Tel. 610.774.4254 Fax 610.774.6726
perussell@pplweb.com



HAND DELIVERED

November 10, 2005

A-110520F0368

James J. McNulty, Esquire
Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, Pennsylvania 17120

RECEIVED
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PA PUC
SECRETARY'S BUREAU

**Re: Application of PPL Electric Utilities Corporation
For Approval of Sale of Facilities
Docket No.**

DOCUMENT
FOLDER

Dear Mr. McNulty:

Enclosed for filing, pursuant to 66 Pa. C. S. § 1102, are an original and three copies of PPL Electric Utilities Corporation's Application for the approval of the transfer by sale of certain facilities to the City of Allentown. The facilities are located in the City of Allentown, Lehigh County, Pennsylvania.

I have enclosed a check for \$350 to cover the filing fee.

Very truly yours,

A handwritten signature in black ink that reads "Paul E. Russell".

Paul E. Russell

Enclosures

cc: Mr. Robert Bennett
James P. Melia, Esquire

A large, handwritten checkmark symbol in the bottom right corner of the page.

ORIGINAL

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application of PPL Electric
Utilities Corporation for Approval of the
Transfer by Sale to the City of
Allentown of Facilities Located in the
City of Allentown, Lehigh County,
Pennsylvania.

Application
Docket No. A-110500F0368

DOCUMENT
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APPLICATION OF
PPL ELECTRIC UTILITIES CORPORATION

PPL Electric Utilities Corporation (hereafter "PPL Electric"), by its attorney, hereby makes application pursuant to 66 Pa. C.S. § 1102(a)(3) for the approval of a transfer by sale of certain facilities, and in support thereof states:

1. Applicant is PPL Electric Utilities Corporation, Two North Ninth Street, Allentown, Pennsylvania 18101, a public utility incorporated in Pennsylvania for the purpose of supplying light, heat and power to the public by means of electricity in all or portions of twenty-nine counties in eastern-central Pennsylvania.
2. The name and address of PPL Electric's attorney is Paul E. Russell, Two North Ninth Street, Allentown, Pennsylvania 18101.
3. The City of Allentown (hereafter "Allentown"), a Pennsylvania municipal corporation located in Lehigh County, Pennsylvania, is not affiliated with PPL Electric.

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4. Allentown desires to purchase all of PPL Electric's rights, title and interest in certain street light facilities located in the City of Allentown as detailed in Exhibit A of the Agreement. The purchase of these facilities will result in a reduction in Allentown's annual electric bill payments to PPL Electric of approximately \$573,800.

5. PPL Electric will recover the present day depreciated cost of these facilities and will no longer be responsible for maintenance thereof.

6. PPL Electric agreed to sell and Allentown agreed to purchase the facilities for \$1,189,110, representing the present day depreciated cost of the facilities. Attachment 1, which is attached hereto and made a part hereof, contains the Agreement of Sale and a description of facilities.

7. The facilities' original cost, original depreciated cost, present day cost, and present day depreciated cost are as follows:

	<u>Other Facilities</u>	<u>Total</u>
Original Cost Undepreciated	\$2,751,505	\$2,751,505
Original Cost Depreciated	887,415	887,415
Present Day Cost Undepreciated	5,203,660	5,203,660
Present Day Cost Depreciated	1,189,110	1,189,110

8. The sales price is the result of arms-length negotiations.

9. PPL Electric's engineering and operating representatives have reviewed the proposed sale of facilities and their relation to PPL Electric's operations.

PPL Electric is satisfied as to the adequacy, continuity, safety of service, and other relevant factors concerning electrical supply to Allentown.

10. Approval of this application is necessary and proper for Allentown to take service in a manner which does not: result in uneconomic removal expenditures to PPL Electric, cause duplication of facilities, or render PPL Electric's existing facilities less valuable. The application also recognizes Allentown's right to service on the most favorable and economic basis under PPL Electric's retail tariff.

11. Attachment 2, which is attached hereto and made a part hereof, contains PPL Electric's responses to the Commission's Interrogatories concerning applications filed pursuant to 66 Pa. C.S. § 1102.

WHEREFORE, in view of the foregoing, PPL Electric respectfully requests that the Pennsylvania Public Utility Commission approve the above-captioned application for transfer of facilities by sale.

Respectfully submitted,

PPL Electric Utilities Corporation



Paul E. Russell
Its Attorney

Dated: November 10, 2005
at Allentown, Pennsylvania

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ATTACHMENT 1

AGREEMENT OF SALE OF STREET LIGHT SYSTEM

This Agreement of Sale of Street Light System (Agreement), dated and effective November 10, 2005 is hereby entered into by and between the City of Allentown, Lehigh County, Pennsylvania, a Pennsylvania municipal corporation (Vendee), and PPL Electric Utilities Corporation, a Pennsylvania corporation (Vendor).

WHEREAS, Vendor desires to sell and Vendee desires to purchase Vendor's Street Light System in the City of Allentown, subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and intending to be legally bound, the parties agree as follows:

1. SALE OF STREET LIGHT SYSTEM.

- (a) For the purchase price of \$1,189,110.00 (Purchase Price) and subject to the conditions stated in this Agreement, Vendor agrees to sell and Vendee agrees to purchase all of Vendor's right, title, and interest in certain street light facilities located in the City of Allentown, Lehigh County, Pennsylvania, as more fully described in Exhibit A to this Agreement, entitled List of Street Lighting Facilities to be Conveyed to City of Allentown by PPL Electric Utilities Corporation (Street Light System).
- (b) The Street Light System, as described in Exhibit A, will be subject to a final inventory after all necessary Make Ready Work has been completed. The Street Light System and Exhibit A will be revised to include any additional street lights, poles and/or equipment that are to be transferred to Vendee. Those street lights, poles and/or equipment shall be sold by Vendor and purchased by Vendee under the terms of this Agreement, at a

purchase price to be determined by Vendor and on a closing date to be determined by mutual agreement of Vendor and Vendee.

2. CLOSING.

(a) The closing of the sale of the Street Light System shall be held no later than one business day after receipt of Public Utility Commission approvals of the sale (Closing), provided that all of the conditions precedent set forth in paragraph 3, below, shall have been satisfied. Closing shall be held at a time and location mutually acceptable to Vendee and Vendor.

(b) At Closing, Vendor shall deliver to Vendee any and all documents of conveyance and transfer, as are necessary and effective to convey and vest in Vendee all of Vendor's right, title, and interest in the Street Light System. Vendor shall receive any necessary mortgage release from Vendor's mortgage holder(s) within 180 days of Closing.

(c) At Closing, Vendee shall deliver to Vendor a certified or bank cashier's check payable to Vendor in the amount of the Purchase Price.

3. CONDITION PRECEDENT. All obligations of Vendor under this Agreement are subject to the condition that all of the following events shall have occurred prior to Closing:

(a) Vendee shall have obtained all municipal approvals which Vendee deems necessary.

(b) Vendor shall have received all Pennsylvania Public Utility Commission approvals which Vendor deems necessary. In addition, all such approvals must be fully acceptable to Vendor in both form and substance.

4. REPRESENTATIONS AND WARRANTIES. Vendor represents and warrants to Vendee as follows:

(a) At Closing, Vendor shall deliver good and marketable title to the Street Light System, free and clear of all mortgages, liens, pledges, security interests, claims, and other encumbrances and defects of title of any nature whatsoever. The remedy for the breach of the warranty stated in this subparagraph is limited to the replacement of any of the property covered by this Agreement.

(b) Vendor's execution, delivery, and performance of this Agreement will not violate, conflict with, or result in the breach of any term, condition, or provision of any mortgage, indenture, agreement, permit authorization, or other document or understanding by which Vendor or any portion of the Street Light System may be bound or affected.

5. PURCHASE "AS IS." VENDOR MAKES NO REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN RESPECT TO THE PROPERTY COVERED BY THIS AGREEMENT, EXCEPT THAT IT WILL DELIVER GOOD TITLE TO SAID PROPERTY FREE FROM ALL LIENS AND ENCUMBRANCES, AS DESCRIBED IN SECTION 4(a) ABOVE. VENDEE SHALL RECEIVE SAID PROPERTY "AS IS." THERE ARE NO WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED HEREIN.

6. ELECTRIC SERVICE. No later than one business day after Closing, Vendor shall provide electric service to the Street Light System under Rate Schedule SE of

Vendor's Tariff-Electric Pa.P.U.C. 201, or its successor, as modified from time to time by Vendor. This obligation shall be subject to all terms and conditions of Vendor's Tariff-Electric Pa. P.U.C. No. 201, shall continue only so long as Rate Schedule SE or its successor rate, as modified from time to time, exists and only so long as the Street Light System qualifies for service under Rate Schedule SE.

7. RISK OF LOSS PRIOR TO TRANSFER OF TITLE. In the event that any portion of the Street Light System shall be damaged in any way or removed prior to Closing, Vendor shall, at its sole cost and expense, repair or replace any facilities so damaged or removed.

8. BINDING EFFECT. The provisions of this Agreement shall inure to and bind the successors and assigns of the respective parties.

9. GOVERNING LAW. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

10. CAPTIONS. The Captions in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement.

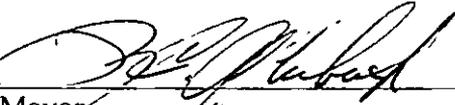
11. ENTIRE AGREEMENT. This Agreement, including all referenced documents, constitutes the entire agreement between the parties regarding Vendees' purchase of the Street Light System; and all prior or contemporaneous agreements with respect to such purchase are superseded.

IN WITNESS HEREOF, the parties have executed this Agreement as set forth below.

ATTEST:

CITY OF ALLENTOWN


Name: _____
Title: Director of Finance

By: 
Mayor _____

CITY SOLICITOR'S OFFICE

Approved to Sign

ATTEST:

PPL ELECTRIC UTILITIES CORPORATION


Assistant Secretary

By: 
Name: John F. Sipics
Title: President-PPL Electric Utilities Corporation

OFFICE OF
GENERAL COUNSEL
BY: 
DATE: 11/7

EXHIBIT A

**LIST OF STREET LIGHTING FACILITIES TO BE CONVEYED TO
THE CITY OF ALLENTOWN BY PPL ELECTRIC UTILITIES CORPORATION**

<u>NO.</u>	<u>DESCRIPTION</u>
2221	5800 Lumen high pressure sodium fixtures
2164	9500 Lumen high pressure sodium fixtures
755	16000 Lumen high pressure sodium fixtures
95	25500 Lumen high pressure sodium fixtures
2	50000 Lumen high Pressure sodium fixtures
774	Wood poles
1	Concealed wire wood poles
355	Low mount fiberglass poles
157	Aluminum poles of various heights
434	Steel poles of various heights
158,386 ft	Street light wire of various sizes
90,689 ft	Conduit of various sizes for street light wire

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ATTACHMENT 2

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application of PPL Electric :
Utilities Corporation for Approval of the :
Transfer by Sale to the City of : Application
Allentown of Facilities Located in the : Docket No. _____
City of Allentown, Lehigh County, :
Pennsylvania. :

**RESPONSES OF
PPL ELECTRIC UTILITIES CORPORATION
TO INTERROGATORIES PROPOUNDED BY THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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Question:

1. Provide an accurate legal description and location identification of the property and the interest therein to be sold, leased or transferred.

Response:

1. See Exhibit A of Application Attachment 1.

Question:

2. Provide, where applicable, an inventory identifying the buildings, structures, fixtures and other improvements, including appurtenant removable building equipment, which are considered to be part of the property for sale, lease or transfer.

Response:

2. See Exhibit A of Application Attachment 1.

Question:

3. State whether or not the sale, lease or transfer of the property will affirmatively promote the service, accommodation, convenience or safety of the public in some substantial way. Explain.

Response:

3. The sale will significantly benefit the City of Allentown (hereafter "Allentown"), by permitting more efficient and economical operations. PPL Electric Utilities Corporation (hereafter "PPL Electric") and its customers will be benefited by no longer maintaining the transferred facilities.

Question:

4. State the reason for the sale, lease or transfer of property.

Response:

4. Allentown requested the transfer to decrease electric power costs.

Question:

5. State the alternatives that PPL Electric has considered to the prospective sale, lease or transfer.

Response:

5. PPL Electric did not consider any alternatives to the proposed sale because it is most efficient and in the public interest for the customer to receive service under the most advantageous applicable tariff provisions.

Question:

6. State whether or not the sale, lease or transfer of this property will result in an interruption or curtailment of existing services to the public. Explain.

Response:

6. The proposed sale will not result in an interruption or curtailment of existing services to the public.

Question:

7. State whether or not the sale, lease or transfer of this property will result in either a staff reduction or a termination of some portion of PPL Electric's operation. Explain.

Response:

7. The sale involves a minor portion of PPL Electric's assets and will not cause a staff reduction or a termination of any of PPL Electric's operations.

Question:

8. State whether or not the sale, lease or transfer of this property will result in a physical relocation of the main office, branch office or service office of PPL Electric.

Response:

8. The sale will not result in relocation of any PPL Electric offices.

Question:

9. State whether or not the sale of this property will require the acquisition of replacement property. If replacement is required, state the cost and description of the property to be acquired.

Response:

9. PPL Electric will not have to acquire replacement property due to the sale. The transferred facilities serve only Allentown.

Question:

10. State whether or not PPL Electric anticipates or has reason to believe that it will be necessary to seek a rate increase in order to withstand the financial impact of the transaction that is the subject of these interrogatories. Explain.

Response:

10. PPL Electric does not anticipate a need to seek increased rates due to this sale.

Question:

11. State whether or not the property has been part of a rate case that has appeared before the PUC. If it has been, identify the case by Commission docket number and date.

Response:

11. The property to be transferred has been included in PPL Electric's most recently concluded rate case at Docket No. R-00049255, and in prior rate cases.

Question:

12. State whether or not the property is the subject of a state or federal proceeding. If it is, identify the proceeding and explain.

Response:

12. The property is not the subject of any state or federal proceedings.

Question:

13. State whether the property is to be sold at a price above or below its fair market value as determined by at least two appraisals and a third review appraisal with the three appraisals being performed by qualified independent real estate appraisers; if the property is stock, indicate the book value and current market value of the shares involved.

Response:

13. Independent real estate appraisals were not needed because real estate is not involved in the sale. The sales price is PPL Electric's present day cost depreciated.

Question:

14. State the net profit or loss to be realized by PPL Electric from the sale, lease or transfer of this property after the following factors have been taken into consideration:

- a. date and cost of acquisition,
- b. cost of improvements,
- c. allowance for depreciation,
- d. brokerage fees and commissions,
- e. tax consequences of the sale,
- f. recording fees, transfer taxes, and similar expenses incidental to conveying such property,

- g. penalty costs and other charges for prepayment of any pre-existing recorded mortgage encumbering such property and
- h. net damages or benefits accruing to the remaining PPL Electric property.

Response:

14. Considering the listed factors, PPL Electric will not realize a net profit or loss from the sale.

Question:

15. State the uses to which proceeds of this sale will be applied.

Response:

15. Proceeds from the sale will be applied to general corporate purposes.

Question:

16. State the accounting entries that will be made in the sale, lease or transfer of the property.

Response:

16. The retirement of depreciable facilities sold will be recorded as follows:

Account 108 - Accumulated Provision for Depreciation of Electric Utility Plant will be debited and Account 101-Electric Plant in Service will be credited for the sale of depreciable plant other than line transformers and customer meters.

Accordingly, interim retirements are not recorded for line transformers or customer meters.

The proceeds from the sale of depreciable assets will be recorded as follows:

Account 131 - Cash will be debited and Account 108 - Accumulated Provision for Depreciation of Electric Utility Plant will be credited.

Question:

17. State the effect that the sale will have on PPL Electric's short-range or long-range plans for expanding or upgrading any of the services that PPL Electric is now offering to the public.

Response:

17. The sale will not affect PPL Electric's short or long-range plans for expanding or upgrading any services now offered to the public.

Question:

18. Where an affiliated interest of a public utility is involved in the property transfer, explain fully the relationship between the affiliate and the jurisdictional utility.

Response:

18. No affiliated interests are involved in the sale.

Question:

19. State what portion of the original cost of the property being transferred represents material cost, and what portion represents installation cost.

Response:

19. Practically the entire amount of the property's original cost represents material costs.

Question:

20. State when the property was installed and/or constructed.

Response:

20. The equipment was installed at varying times.

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA)
 : SS
COUNTY OF LEHIGH)

JOHN F. SIPICS, being duly sworn according to law, deposes and says that he is President-PPL Electric Utilities Corporation; that he is authorized to and does make this affidavit for it; and that the facts set forth above are true and correct to the best of his knowledge, information and belief and he expects the said PPL Electric Utilities Corporation to be able to prove the same at any hearing hereof.

John F. Sipics

Sworn to and subscribed
before me this *10th* day
of *November*, *2005*

Francine A. Greenzweig

NOTARIAL SEAL
FRANCINE A. GREENZWEIG, Notary Public
City of Allentown, Lehigh County, PA
My Commission Expires Oct. 29, 2006

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COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265, HARRISBURG PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE
Secretary
717-772-7777

November 16, 2005

A-110500F0368

PAUL E RUSSELL, ESQUIRE
PPL ELECTRIC UTILITIES CORP.
TWO NORTH NINTH STREET
ALLENTOWN PA 18101-1179

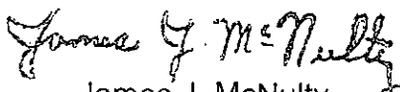
DOCUMENT
FOLDER

Dear Mr. Russell:

Receipt is acknowledged of the Application of PPL Electric Utilities Corporation for approval of the transfer by sale to the City of Allentown of facilities located in the City of Allentown, Lehigh County, PA, which has been captioned and docketed to the above number.

This matter will receive the attention of the Commission and you will be advised of any further necessary procedure.

Sincerely,


James J. McNulty
Secretary

JJM:ddt

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NOV 15 2005

COMMONWEALTH OF PENNSYLVANIA

DATE: November 16, 2005

SUBJECT: A-110500F0368

TO: Bureau of Fixed Utility Services

FROM: James J. McNulty, Secretary *ddt*

DOCUMENT
FOLDER

APPLICATION OF PPL ELECTRIC UTILITIES CORP.

We attach hereto a copy of the Application of PPL Electric Utilities Corporation for approval of the transfer by sale to the City of Allentown of facilities located in the City of Allentown, Lehigh County, PA, which has been captioned and docketed to the above number.

May we have a report prepared by your Bureau for public meeting.

Attachment

cc: Law Bureau

ddt

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NOV 15 2005

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

The addressee named here has paid the PA P.U.C. for the following bill:

DATE: 11/17/2005
RECEIPT NO: 250207

PPL
TWO NORTH NINTH STREET
ALLENTOWN PA 18101

IN RE: Electrical Generation fees for PPL

Docket Number A-110500F0368..... \$350.00

REVENUE ACCOUNT: 001780-017601-107

CHECK NUMBER: 0011761752
CHECK AMOUNT: \$350.00

Stephen Reed
(for Department of Revenue)

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**DOCUMENT
FOLDER**