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IDAHO PUBLIC
UTILITIES COMMISSION

June 4, 2020

VIA ELECTRONIC DELIVERY

Diane Hanian
Commission Secretary
Idaho Public Utilities Commission
11331 W Chinden Blvd
Building 8 Suite 201A
Boise, ID 83714

**Re: CASE NO. PAC-E-20-06
IN THE MATTER OF THE APPLICATION FOR APPROVAL OF THE
PIONEER ROAD / RUSTIC LANE / 1700 SOUTH ASSET TRANSFER
AGREEMENT BETWEEN ROCKY MOUNTAIN POWER AND THE CITY OF
IDAHO FALLS**

Dear Ms. Hanian:

Enclosed for electronic filing in the above mentioned matter are errata pages for the Attachment to Rocky Mountain Power's and the city of Idaho Fall's Joint Application for approval of the asset purchase agreement and transfer of electric service on Pioneer Road – Rustic Lane – and 1700 South as described in this Application. Please replace page 2 of 15 and page 15 of 15 of the original attachment provided in support of the application in the above referenced matter.

Very truly yours,

Joelle Steward
Vice President, Regulation

Enclosures

1.02 "Commission" means the Idaho Public Utilities Commission.

1.03 "Transferred Customers" means the Customers that will be transferred to Idaho Falls Power as a result of this transaction and whose meter numbers are listed in Exhibit B.

1.04 "Transfer Date" means the date upon which all of the Transferred Customers shall become the customers of Idaho Falls Power. The Transfer Date shall be agreed to in writing by the Parties after Payment is received by Rocky Mountain Power and the executed bill of sale is received by the City.

2. Sale and Purchase of Assets.

2.01 Assets to Be Sold. The Assets that will be transferred to City as a result of the Transferred Customers being served by City are described in Exhibit A.

2.02 Purchase Price. The Purchase Price for the Assets shall be: \$37,612

Book S.D.

2.03 Payment. The Purchase Price shall be paid to Rocky Mountain Power by City within fifteen (15) days of the date this Agreement is executed by both Parties; such payment shall be by check and delivered to:

Rocky Mountain Power
Timothy Solomon
127 East Main
Rexburg, ID 83440

2.04 Instruments of Conveyance and Transfer. Subject to the satisfaction of the conditions precedent set forth in Section 8 below, and pursuant to all of the terms and conditions of this Agreement, including receipt of Payment by Rocky Mountain Power, Rocky Mountain Power shall execute and deliver to City a bill of sale to vest in City good and marketable title to the Assets, subject to no security interests, liens or encumbrances, and substantially in the form of the unexecuted bill of sale attached hereto as Exhibit C.

2.05 Proration of Personal Property Taxes. Personal property taxes, if applicable, shall be prorated between Rocky Mountain Power and City as of the Transfer Date based upon days of ownership in the tax year in which the Transfer Date occurs.

2.06 Sales, Transfer and Other Taxes. Any sales, excise, transfer, purchase, use, or similar tax which may be payable by reason of the sale of all or a portion of the Assets shall be borne and paid by City.

3. Ownership; Separation and Transfer, Operation and Maintenance; Risk of Loss

3.01 Transfer of Customers. Rocky Mountain Power shall relinquish electrical service to the Transferred Customers at 11:59 a.m. Idaho Falls local time on the Transfer Date. Rocky Mountain Power shall be obligated to continue to provide electric service and entitled to receive payment from the sale and delivery of electric service up to 11:59 a.m. on the Transfer Date. The

Exhibit C

BILL OF SALE

Seller: Rocky Mountain Power

Buyer: City of Idaho Falls

For valuable consideration, of which the undersigned acknowledges receipt, totaling \$37,612, PacifiCorp, doing business as Rocky Mountain Power ("Company"), hereby grants, bargains, sells and delivers to the City of Idaho Falls ("Buyer") pursuant to an Asset Transfer Agreement dated as of _____ all of its rights, title and interest in and to all of the Assets listed on Exhibit A, attached to said Asset Transfer Agreement, and presently in the Possession of Company.

THE ASSETS ARE SOLD AND DELIVERED TO BUYER "AS IS, WHERE IS."

PACIFICORP HEREBY DISCLAIMS AND EXCLUDES HEREFROM: (A) ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE VALUE, CONDITION, DESIGN, OPERATION, OR QUALITY OF THE MATERIALS OR WORKMANSHIP IN, OR ANY DEFECTS IN THE ASSETS; (B) ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE; OR (C) ANY EXPRESS OR IMPLIED REPRESENTATION, GUARANTEE, OBLIGATION, LIABILITY OR WARRANTY OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND, ARISING BY LAW OR COURSE OF PERFORMANCE, DEALING, OR USAGE OF TRADE.

Dated this ____ day of _____ 2020

PacifiCorp

By: 

Scott Derrick

Operations Manager, Shelley District