

April 27, 2020

***VIA ELECTRONIC FILING***

Public Utility Commission of Oregon  
201 High Street SE, Suite 100  
Salem, OR 97301-3398

Attn: Filing Center

**RE: UPN \_\_\_—PacifiCorp Notice of Property Disposition—Asset Transfer Agreement**

Under ORS 757.480(2), PacifiCorp d/b/a Pacific Power (PacifiCorp or Company) hereby provides notice of the Company's agreement to enter into an asset purchase agreement (Agreement) with the City of Idaho Falls, Idaho (City) to extend the service boundary of its municipal utility, Idaho Falls Power. The Agreement was executed on May 2, 2019, however, the execution date of the transaction was not timely communicated for reporting. A copy of the Agreement is provided as Confidential Attachment A.

PacifiCorp provided service to two customers located at or near Sandy Downs in Idaho Falls, Idaho. The City approached PacifiCorp requesting to expand Idaho Falls Power's service area to include Sandy Downs. The City agreed to purchase certain Idaho-situs assets from PacifiCorp and provide electric service directly to the two customers located at or near Sandy Downs.

The value of the Agreement is \$59,469 and was determined by adding together the value of the facilities to be sold, including applicable taxes (a total of \$10,986), the separation and transaction costs (a total of \$5,200), and 12 months of revenue associated with the customers transferring to Idaho Falls Power (\$43,283). The total compensation agreed to for the Agreement was \$59,469 on a total company basis, of which zero is allocated to Oregon.

Providing the Agreement to the City does not interfere with PacifiCorp's ability to operate its facilities or impede access to the company's property. The public is not harmed because PacifiCorp continues to be able to fulfill its obligation to provide safe, reliable electric service.

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

By email (preferred): [datarequest@pacificorp.com](mailto:datarequest@pacificorp.com).

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

Public Utility Commission of Oregon

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Please direct any informal questions with respect to this filing to Jennifer Angell, Regulatory Project Manager, at (503) 331-4414.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Wilding". The signature is fluid and cursive, with the first name "Michael" and the last name "Wilding" clearly distinguishable.

Michael Wilding  
Director, Regulation

Enclosure

**CONFIDENTIAL  
ATTACHMENT A**

**ASSET PURCHASE AGREEMENT**



# MEMORANDUM

**TO:** Honorable Mayor and City Council  
**FROM:** Bear Prairie, General Manager *BP*  
**DATE:** September 24, 2018  
**RE:** Approve Asset Purchase Agreement with Rocky Mountain Power for **Sandy Downs**

Attached is an Asset Purchase Agreement between Rocky Mountain Power and the City of Idaho Falls related to customer exchange of electrical service and assets at Sandy Downs.

These properties are in the Idaho Falls City limits and have historically been served by Rocky Mountain Power. Approval of this agreement will authorize a customer and asset transfer to allow Idaho Falls Power to serve Sandy Downs. Rocky Mountain Power is preparing an application to the Public Utility Commission to seek approval, in accordance with Sections 4.2 and 12 of the agreement.

The total transfer and buyout cost is \$59,469 dollars. In accordance with Idaho Falls City Code section 8-5-28, the Property owner Parks & Recreation will pay one-half of the non-asset transfer costs, which will be \$24,241.50. Idaho Falls Power pays the other one-half, and all existing infrastructure assets.

The City Attorney has reviewed the agreement.

Staff respectfully requests City Council approve the Asset Purchase Agreement and authorize the Mayor to execute the document.

Attachment

BP/276

C: City Clerk  
 City Attorney  
 File

COUNCIL MEETING  
 SEPTEMBER 27, 2018  
 APPROVED 5-0

**ASSET PURCHASE AGREEMENT  
BETWEEN  
ROCKY MOUNTAIN POWER  
AND  
CITY OF IDAHO FALLS, IDAHO**

This Asset Purchase Agreement (the "Agreement"), dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ is between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho d/b/a Idaho Falls Power, ("Buyer"); and PacifiCorp, an Oregon corporation doing business in Idaho as Rocky Mountain Power ("Rocky Mountain Power"). Rocky Mountain Power and Buyer are sometimes referred to collectively as "Parties" and individually as "Party,"

WHEREAS, Rocky Mountain Power owns certain Assets located in Idaho Falls; and

WHEREAS, Buyer has agreed to purchase the Assets from Rocky Mountain Power and Rocky Mountain Power hereby agrees to sell the Assets to Buyer in accordance with and subject to all of the terms and conditions of sale as expressed herein, and in accordance with the Service Allocation Agreement entered into by Rocky Mountain Power and Buyer, dated October 9, 2017, and approved by the Idaho Public Utilities Commission on December 5, 2017; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants and conditions set forth in this Agreement, the sufficiency of which is hereby mutually acknowledged and accepted, the Parties hereto agree as follows:

**1. Definitions.**

For purposes of this Agreement, the following terms used herein but not otherwise defined herein shall have the following meaning when used with initial capitalization, whether singular or plural:

1.1 "Assets" means those assets owned by Rocky Mountain Power, as set forth in Exhibit A. A map showing the location of the Assets is attached as Exhibit C.

1.2 "Commission" means the Idaho Public Utilities Commission.

1.3 "Disconnect Costs" means Rocky Mountain Power's charges for disconnecting the assets from the Rocky Mountain Power distribution feeder, and any additional related work requested by Buyer.

1.4 "Purchase Price" means the price Buyer will pay to Rocky Mountain Power in exchange for the Assets, pursuant to Section 2 herein.

1.5 "Transfer Date" means the date upon which Rocky Mountain Power conveys to Buyer the bill of sale for the Assets.

**2. Sale and Purchase of Assets.**

2.1 Assets to Be Sold. Subject to all of the terms and conditions of this Agreement, Rocky Mountain Power agrees to sell and Buyer agrees to buy all of Rocky Mountain Power's right, title and interest in the Assets.

2.2 Purchase Price. The Purchase Price for the Assets shall be FIFTY-NINE THOUSAND FOUR HUNDRED SIXTY and NINE DOLLARS (\$59,469).

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

2.4 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, Rocky Mountain Power shall execute and deliver to Buyer a bill of sale to vest in Buyer 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 D.

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

2.6 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 Buyer.

3. Ownership; Disconnect Costs; Operation and Maintenance; Risk of Loss

3.1 Ownership. Rocky Mountain Power shall own the Assets until the Transfer Date.

3.2 Operation and Maintenance; Risk of Loss. After the Transfer Date, Buyer shall own and be solely responsible for the operation and maintenance of the Assets and risk of loss of the Assets. Prior to the transfer date, Rocky Mountain Power shall be responsible for the operation and maintenance of the Assets. For the life of the Assets, Buyer shall at all times operate and maintain the Assets in accordance with prudent utility practice.

3.3 Disconnect Costs. Buyer shall pay Rocky Mountain Power all Disconnect Costs, including materials, labor, and applicable overheads, for the installation, operation, and maintenance, of all facilities that Rocky Mountain Power determines are reasonably necessary to separate the connection between the Assets and Rocky Mountain Power's distribution system. Buyer shall coordinate operations with Rocky Mountain Power to this end. Buyer may request that Rocky Mountain Power perform additional work necessary to reconnect the Assets to Buyer's own distribution feeder, and any such work performed shall be as specifically agreed by the Parties in a separate written agreement, and the charges for such work shall be deemed Disconnect Costs for purposes of this Agreement only.

4. Representations and Warranties of Rocky Mountain Power.

Rocky Mountain Power represents and warrants as follows:

4.1 Organization and Powers of Rocky Mountain Power. Rocky Mountain Power is an Oregon corporation, duly organized and validly existing under the laws of the State of Oregon, and

is duly qualified to do business in the State of Idaho. Rocky Mountain Power has all requisite power and authority to own the Assets.

4.2 Authority Relative to Agreement; Governmental Authorization. Rocky Mountain Power has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly authorized and constitutes the valid and binding obligation of Rocky Mountain Power enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and except that the availability of the equitable remedies of specific performance and injunctive relief are subject to the discretion of the court before which any proceeding may be brought. No declaration, filing or registration with, or notice to, or authorization, consent or approval of, any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by Rocky Mountain Power or the consummation by Rocky Mountain Power of the transactions contemplated by this Agreement, provided that Rocky Mountain Power makes no representation or warranty with respect to approvals which may be required from the Idaho Public Utilities Commission or the Federal Energy Regulatory Commission.

4.3 Non-Contravention; Approvals. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate, conflict with or result in a breach of any provision of, or constitute a default under, or result in the termination of any note, bond, mortgage, indenture, deed of trust, contract, lease or other instrument, obligation or agreement of any kind to which Rocky Mountain Power is now a Party or by which any of its assets may be bound or affected.

4.4 Title to the Assets. Rocky Mountain Power has good and marketable title to the Assets free and clear of all liens, mortgages, pledges, claims, charges, security interests or other encumbrances.

4.5 Condition of Assets. The Assets will be sold to Buyer "AS IS, WHERE IS." Rocky Mountain Power hereby disclaims and excludes therefrom, (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 Rocky Mountain Power, express or implied, of any kind, arising by law or from course of performance, course of dealing, or usage of trade.

5. Representations and Warranties of Buyer.

Buyer represents and warrants as follows:

5.1 Organization and Powers of Buyer. Buyer is duly qualified to do business in the State of Idaho. Buyer has all requisite power and authority to own the Assets.

5.2 Authority Relative to Agreement; Governmental Authorization. Buyer has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly authorized and constitutes the valid and binding obligation of Buyer enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and except that the availability

of the equitable remedies of specific performance and injunctive relief are subject to the discretion of the court before which any proceeding may be brought. No declaration, filing or registration with, or notice to, or authorization, consent or approval of, any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by Buyer or the consummation by Buyer of the transactions contemplated by this Agreement, provided that Buyer makes no representation or warranty with respect to approvals which may be required from the Idaho Public Utilities Commission or the Federal Energy Regulatory Commission.

5.3 Non-Contravention; Approvals. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate, conflict with or result in a breach of any provision of, or constitute a default under, or result in the termination of any note, bond, mortgage, indenture, deed of trust, contract, lease or other instrument, obligation or agreement of any kind to which Buyer is now a Party or by which any of its assets may be bound or affected.

5.4 Condition of Assets. The Assets will be purchased by Buyer "AS IS, WHERE IS." Buyer acknowledges that Rocky Mountain Power disclaims and excludes therefrom, (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 Rocky Mountain Power, express or implied, of any kind, arising by law or from course of performance, course of dealing, or usage of trade.

## 6. Covenants of Rocky Mountain Power.

Rocky Mountain Power covenants and agrees as follows:

6.1 Conduct of Business. Rocky Mountain Power shall own and operate the Assets for the time periods set forth in Section 3 herein in accordance with its past practices and shall engage in no material transactions relating to the Assets out of the ordinary course of business, including entering into any contract or financing arrangement that limits Rocky Mountain Power's ability to sell the Assets to Buyer.

6.2 Insurance. Until the Transfer Date, Rocky Mountain Power shall continue to self-insure or carry insurance currently in effect related to the Assets, adequate to insure the Assets against loss or damage by fire and other risks, and public liability consistent with and in accordance with its past practices.

6.3 Reasonable Efforts. Subject to the terms of this Agreement and fiduciary obligations under applicable law, Rocky Mountain Power shall use commercially reasonable efforts to effectuate the transactions contemplated by this Agreement and to fulfill all of the conditions of the Parties' obligations under this Agreement and shall do all such acts and things as reasonably may be required to carry out Rocky Mountain Power's obligations hereunder and to complete the transaction contemplated by this Agreement.

6.4 Notification. Rocky Mountain Power will give Buyer prompt written notice of any event, condition or fact arising prior to the Transfer Date that would cause any of its representations and warranties in this Agreement to be untrue in any material respect.



6.5 Access to Assets. Until the Transfer Date, Rocky Mountain Power shall allow Buyer and its authorized agents and representatives reasonable access to the Assets.

7. Covenants of Buyer.

Buyer covenants and agrees as follows:

7.1 Conduct of Business. Prior to the Transfer Date, Buyer shall operate the Assets for the time periods set forth in Section 3 herein in accordance with Rocky Mountain Power's instructions, if any, and Rocky Mountain Power's past practices. Prior to the Transfer Date, Buyer shall engage in no material transactions relating to the sale or disposition of the Assets in whole or in part.

7.2 Insurance. After the Transfer Date, Buyer shall carry insurance adequate to insure the Assets against loss or damage by fire and other risks, and public liability consistent with and in accordance with its past practices for like assets.

7.3 Reasonable Efforts. Subject to the terms of this Agreement and fiduciary obligations under applicable law, Buyer shall use commercially reasonable efforts to effectuate the transactions contemplated by this Agreement and to fulfill all of the conditions of the Parties' obligations under this Agreement and shall do all such acts and things as reasonably may be required to carry out Buyer's obligations hereunder and to complete the transaction contemplated by this Agreement.

7.4 Notification. Buyer will give Rocky Mountain Power prompt written notice of any event, condition or fact arising prior to the Transfer Date that would cause any of its representations and warranties in this Agreement to be untrue in any material respect.

7.5 Access to Assets. Until the Transfer Date, Buyer shall allow Rocky Mountain Power and its authorized agents and representatives reasonable access to the Assets.

7.6 Indemnity. Buyer shall defend, indemnify, and hold harmless Rocky Mountain Power, its officers, directors, employees, and agents, from and against any and all liability, loss, damage, claims, suit or cause of action arising out of or relating to Buyer's ownership, operation or maintenance of the Assets. This obligation shall survive the termination of this Agreement and completion of the transactions contemplated by this Agreement.

7.7 Rights-of-way. Prior to the Transfer Date, Buyer shall independently obtain at Buyer's own expense, all easements or other real property rights, licenses or permissions, ("rights-of-way") necessary for Buyer to lawfully operate and maintain the Assets as they presently exist, and upon request, Buyer shall provide reasonably satisfactory evidence of having done so to Rocky Mountain Power.

7.8 Operation, Maintenance, Repair, or Replacement of the Assets. Buyer has or will arrange for qualified personnel to operate, maintain, and repair the Assets, and will in no way rely on Rocky Mountain Power for such services. Buyer has or is prepared to locate and procure on its own behalf, replacement components, including transformers, in the event of failure of any or all of the Assets at any time. Buyer takes full responsibility for the installation of such replacement components.

8. Conditions Precedent; Bill of Sale.

All of the obligations of Rocky Mountain Power under this Agreement are subject to the fulfillment, prior to and upon the Transfer Date, of each of the following conditions:

8.1 Representations, Warranties and Covenants of Buyer. All representations and warranties made in this Agreement by Buyer shall be true and correct in all material respects as of the Transfer Date as fully as though such representations and warranties had been made on and as of the Transfer Date, and as of the Transfer Date, Buyer shall have complied in all material respects with all covenants made by it in this Agreement.

8.2 Litigation. At the Transfer Date, there shall not be in effect any order, decree, or injunction of a court of competent jurisdiction restraining, enjoining, or prohibiting the consummation of the transactions contemplated by this Agreement (each Party hereby agreeing to use its reasonable efforts, including reasonable appeals to higher courts, to have any such order, decree or injunction set aside or lifted), and no action shall have been taken, and no statute, rule, or regulation shall have been enacted, by any state or federal government or governmental agency in the United States which would prevent the consummation of such transactions.

Additionally, Rocky Mountain Power's obligation to transfer title to the Assets to Buyer by providing Buyer with the bill of sale contemplated herein shall be contingent upon the following:

8.3 Payment of Purchase Price. Buyer shall have paid to Rocky Mountain Power the Purchase Price.

8.4 Rights-of-way. Buyer shall have provided to Rocky Mountain Power the evidence of necessary rights-of-way provided for in Section 7.7 above.

8.5 Disconnect Costs. Buyer shall have paid to Rocky Mountain Power all of the Disconnect Costs in accord with this Agreement and the terms of a separate agreement between the Parties.

No later than thirty (30) days after the date upon which all of the conditions in Sections 8.3 through 8.5 have been satisfied, Rocky Mountain Power shall convey to Buyer the bill of sale for the Assets.

9. Survival of Representations and Warranties.

All representations and warranties of the Parties, and all liability therefor, shall survive for a period of one year past the Transfer Date, at which time the obligations under this agreement shall cease and expire. Notwithstanding the forgoing, obligations under Section 7.6 shall continue indefinitely.

10. Termination.

10.1 Termination. This Agreement may be terminated and abandoned at anytime prior to the Transfer Date if:

- (a) The Parties agree in writing to terminate this Agreement by mutual consent; or

(b) Buyer delivers a written notice to Rocky Mountain Power to the effect that Rocky Mountain Power has defaulted in a material respect under one or more of its covenants and agreements contained herein (which shall be specified in detail in such notice), and such condition or conditions have not been satisfied or such default or defaults have not been remedied (or waived by Buyer) within thirty (30) days after the date such notice is delivered by Buyer to Rocky Mountain Power; or

(c) Rocky Mountain Power delivers a written notice to Buyer to the effect that Buyer has defaulted in a material respect under one or more of its covenants and agreements contained herein (which shall be specified in detail in such notice), and such condition or conditions have not been satisfied or such default or defaults have not been remedied (or waived by Rocky Mountain Power) within thirty (30) days after the date such notice is delivered by Rocky Mountain Power to Buyer; or

(d) The Transfer Date shall not have occurred on or before December 1, 2018, or such later date to which the term of this Agreement may be extended pursuant to mutual agreement of the Parties, provided that one of the Parties gives notice to the other so terminating this Agreement and that the Party seeking such termination has not defaulted in a manner responsible for delaying the Transfer Date past January 2, 2019.

10.2 Effect of Termination. Except where specific terms and conditions of this Agreement provide that such terms and conditions survive termination of this Agreement, any termination pursuant to this Section 10 shall relieve both Parties hereto of their obligations set forth herein, and any such termination constitutes a failure of the conditions to the obligations of the Parties to implement this Agreement, except that nothing herein will relieve any Party from liability for any breach of this Agreement. Provided further, except in the case of termination by Buyer on account of default by Rocky Mountain Power, Buyer shall pay all Disconnect Costs incurred by Rocky Mountain Power, or irrevocably committed to, on or before the date of any such termination.

#### 11. Assignment.

Neither Party may assign its rights under this Agreement to any third party without the written consent of the other Party.

#### 12. Jurisdiction of Regulatory Authorities.

In the event that the Commission or any other state, federal, or municipal authority determines that any provision of this Agreement conflicts with or is in violation of applicable law, or issues any rules, regulations, or orders which require Rocky Mountain Power to alter or amend any of the provisions of this Agreement or to terminate this Agreement, or that otherwise preclude or materially interfere with or rescind the transfer of assets contemplated herein, this Agreement automatically shall be amended to comply with such determination, amendment, rule, regulation or order; or, if so ordered, this Agreement shall terminate without effecting transfer of the Assets to Buyer, or the Assets and the purchase price shall be returned if transfer has already occurred; and in any of the foregoing events, Rocky Mountain Power shall not be liable to Buyer for damages or losses of any kind whatsoever, including consequential damages, which Buyer may sustain as a result of such determination, amendment, rule, regulation, or order, or modification or termination of this transaction, and Buyer shall pay all Disconnect Costs incurred by Rocky Mountain Power, or irrevocably committed to, on or before the date of any such regulatory action.

13. Miscellaneous.

13.1 Amendment. This Agreement may be amended only by an instrument in writing executed by the Parties which expressly refers to this Agreement and states that it is an amendment hereto.

13.2 Section and Paragraph Headings. The Section and Subsection headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

13.3 Waiver. Any of the terms or conditions of this Agreement may be waived at any time and from time to time, in writing, by the Party entitled to the benefit of such terms or conditions.

13.4 Notices. All notices, requests, demands, and other communications given by Buyer or Rocky Mountain Power shall be in writing and shall be deemed to have been duly given when telecopied, when delivered personally in writing or when deposited into the United States mail, to the following addresses:

If to Rocky Mountain Power: Rocky Mountain Power  
Attn: Brent Dewsnap  
Regional Business Manager  
1569 West North Temple  
Salt Lake City, UT 84116

With a copy to: Rocky Mountain Power  
Attn: Jim Hermann  
Customer & Regulatory Liaison  
825 NE Multnomah, Suite 800  
Portland, OR 97232

If to Buyer: Idaho Falls Power  
Attn: General Manager  
PO Box 50220  
140 S Capital Avenue  
Idaho Falls, ID 83405

or to such other address as Buyer or Rocky Mountain Power may designate in writing.

13.5 Integrated Agreement. This Agreement, when executed, constitutes the entire agreement between the Parties hereto, and supersedes and negates all prior line extension agreements and understandings, oral and written, between the Parties hereto with respect to the Assets.

13.6 Counterparts. This Agreement may be executed in two counterparts, each of which shall for all purposes be deemed to be an original and both of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first above written.

**BUYER:**

By: *Rebecca L. Noah Casper*  
Name: Rebecca L. Noah Casper  
Title: Mayor

**ROCKY MOUNTAIN POWER**

By: *Justin Allen*  
Name: Justin Allen  
Title: Operations Manager

**ATTEST:**

By: *Kathy Hampton*  
Name: KATHY HAMPTON  
Title: CITY CLERK - CITY OF IDAHO FALLS



**EXHIBIT A**

**DESCRIPTION OF ASSETS**

**Property Valuation  
Sale in Place - Distribution Facilities  
For: Idaho Falls, Idaho - Sandy Downs  
Asset Valuation  
Material List**

<b>Asset Description</b>	<b>FERC ACCOUNT</b>	<b>Vintage</b>	<b>QUANTITY</b>	<b>Sales Price</b>
POLE, WOOD, 45' CL3	364	1994	1	1,355
CONDUIT, 4"	366	1994	30	187
CABLE, UG, 600V, 350, AL, 4PLX	367	1994	142	278
XFMR, POLE, 75, 7.2	368	1990	3	7,060
XFMR, VT, 15KV, 60:1 1 BUSH	370	1968	3	0
XFMR, CT, 15KV, 15:5	370	1968	3	0
XFMR, CT, 600V, 200:5	370	1990	1	33
Total				<u>8,913</u>

**Rocky Mountain Power  
Proposed Sale In Place, Idaho Falls, Idaho - Sandy Downs  
Value of Inventory**

<u>Description</u>	<u>Sales Price</u>
<b>Plant In Service</b>	
364      Poles, Towers and Fixtures	\$1,355
366      Underground Conduit	\$187
367      Underground Conductors and Devices	\$278
368      Line Transformers	\$7,060
<b>Plant In Service</b>	<b>\$8,880</b>
<b>Income Taxes</b>	<b>\$2,106</b>
<b>Sale Price - Existing Assets</b>	<b>\$10,986</b>
<b>Expenses</b>	
Separation Costs	\$3,700
12 Months Revenue @ 167%	\$43,283
Legal/Transaction Costs	\$1,500
<b>Total Expenses</b>	<b>\$48,483</b>
<b>Total Sale Price</b>	<b>\$59,469</b>

**REDACTED**

**EXHIBIT B**

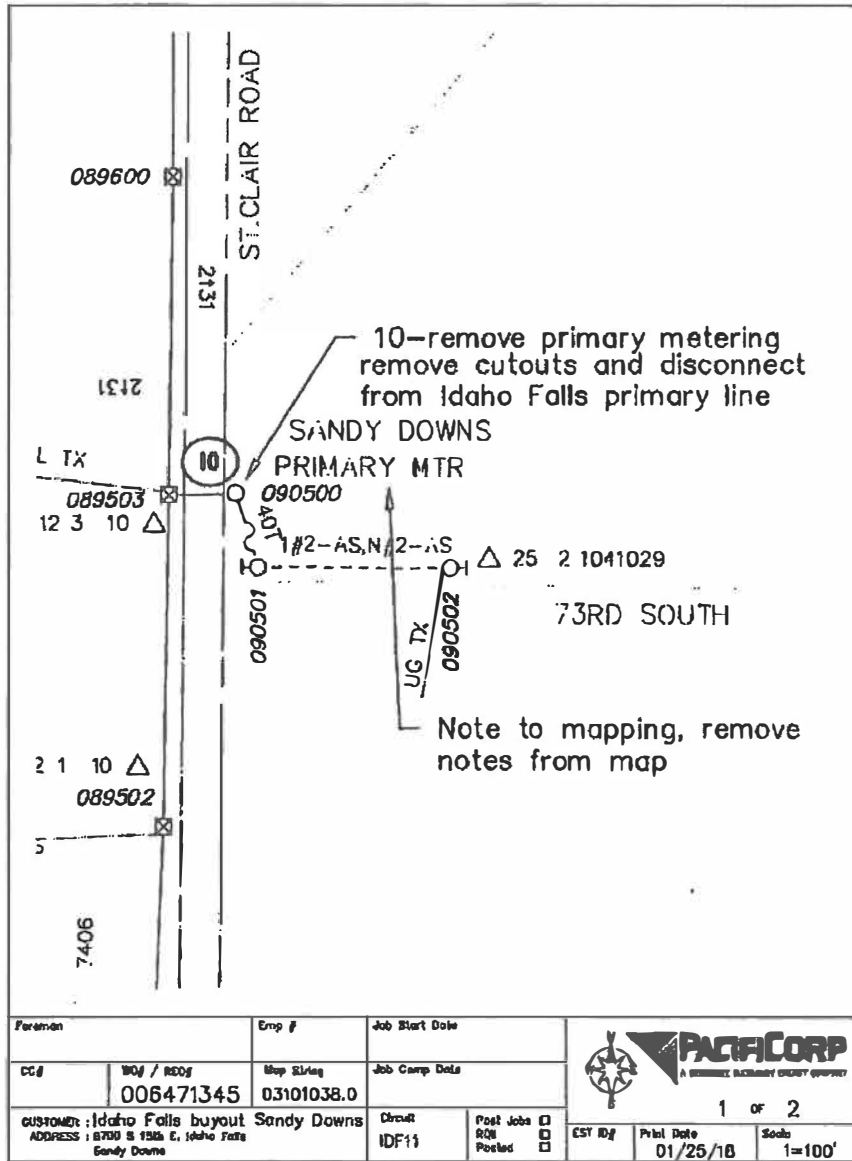
**PRIOR 12 MONTHS' ACTIVE ELECTRIC BILLS**

METER#	ADDRESS	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	TOTALS	167%
		\$1,555.74	\$1,296.89	\$1,039.51	\$893.33	\$1,536.67	\$1,967.14	\$2,045.05	\$1,986.85	\$1,724.48	\$1,672.82	\$1,427.80	\$1,585.37	\$18,731.65	\$31,282
		\$70.06	\$84.35	\$220.20	\$460.20	\$863.51	\$876.38	\$1,089.36	\$1,065.25	\$824.15	\$832.18	\$703.02	\$97.83	\$7,186.49	\$12,001
<b>TOTALS</b>		\$1,625.80	\$1,381.24	\$1,259.71	\$1,353.53	\$2,400.18	\$2,843.52	\$3,134.41	\$3,052.10	\$2,548.63	\$2,505.00	\$2,130.82	\$1,683.20	\$25,918.14	\$43,283.29



**EXHIBIT C**

**MAP OF FACILITIES**



**EXHIBIT D**

**BILL OF SALE**

**SELLER:** ROCKYMOUNTAINPOWER

**BUYER:** CITY OF IDAHO FALLS, IDAHO

FOR VALUABLE CONSIDERATION totaling FIFTY-NINE THOUSAND FOUR HUNDRED SIXTY and NINE DOLLARS (\$59,469), the receipt of which is hereby acknowledged, Rocky Mountain Power ("Seller"), hereby grants, bargains, sells and delivers to Idaho Falls ("Buyer"), pursuant to an Asset Purchase Agreement dated as of \_\_\_\_\_ all of its right, title, and interest in and to all of the Assets listed on Exhibit A, attached to said Asset Purchase Agreement, and presently in the possession of Seller.

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

ROCKY MOUNTAIN POWER 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 FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

ROCKY MOUNTAIN POWER

By:   
Name: Justin Allen  
Title: Manager, Distribution