



*R. Jeff Richards  
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July 14, 2017

***VIA ELECTRONIC FILING***

Gary Widerburg  
Commission Secretary  
Public Service Commission of Utah  
Heber M. Wells Building, 4<sup>th</sup> Floor  
160 East 300 South  
Salt Lake City, Utah 84114

Re: PacifiCorp Notice of Affiliate Transaction  
Docket No. 05-035-54

Dear Mr. Widerburg:

Pursuant to Commitment U3(2), incorporated in the Public Service Commission of Utah's *Report and Order* approving the *Acquisition of PacifiCorp by MidAmerican Energy Holdings Company*,<sup>1</sup> issued January 27, 2006, as amended March 14, 2006, and June 5, 2006, Rocky Mountain Power hereby provides notice of an affiliated interest transaction with NV Energy, Inc. (NV Energy).

PacifiCorp is a wholly-owned indirect subsidiary of Berkshire Hathaway Energy. NV Energy is also a wholly-owned indirect subsidiary of Berkshire Hathaway Energy. Therefore, Berkshire Hathaway Energy's ownership interest in PacifiCorp and NV Energy creates an affiliated interest relationship between PacifiCorp and NV Energy in some PacifiCorp jurisdictions.

NV Energy is an energy holding company owning subsidiaries that are public utilities that are principally engaged in the business of generating, transmitting, distributing and selling electricity and distributing, selling and transporting natural gas.

NV Energy has need for underground distribution cable for immediate underground projects in Carson City, Nevada. NV Energy has typically used the unaffiliated vendor Prysmian Cable for its purchases of underground cable in this area. However, increased demand at NV Energy, in conjunction with Prysmian Cable capacity issues, has limited Prysmian's ability to timely provide additional cable to NV Energy. Other unaffiliated vendors, including General Cable and Codale Electric, were solicited, but this is a specific cable and was not stocked by any other feasible supplier.

PacifiCorp, however, did have the correct cable in its working stock inventory in Utah. Receiving the cable from PacifiCorp is the fastest, most efficient way for NV Energy to acquire necessary cable, avoiding a delay of critical underground projects. PacifiCorp has the necessary

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<sup>1</sup> As of April 30, 2014, MEHC was renamed Berkshire Hathaway Energy Company

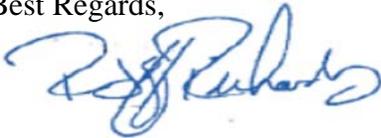
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cable and can provide 31,702 feet to NV Energy without compromising its own operations or ability to provide reliable electric service.

The Bill of Sale is provided as Attachment A. NV Energy will pay PacifiCorp the cost of the cable, including specified administrative expenses, which is higher than market price. The sale amount is \$73,475.90, reflecting a unit price of approximately \$2.32 per foot. The sale will also be subject to 6.85 percent Utah state sales tax. Market price for this cable is estimated to be approximately \$1.98 per foot based on pricing information provided by General Cable.

Please do not hesitate to contact me if you have any questions.

Best Regards,



R. Jeff Richards  
Vice President and General Counsel  
PacifiCorp

Enclosures

cc: Chris Parker, DPU  
Michele Beck, OCS

**ATTACHMENT A**  
**BILL OF SALE**

Check one of the following

- Donation
- Employee Sale
- Outside Sale

**PACIFICORP**  
**dba Rocky Mountain Power/Pacific Power**

Date

**Control No: BS17- 0012**

**BILL OF SALE AND DISCLAIMER**

In consideration of removal from property Rocky Mountain Power/Pacific Power, the undersigned, herein referred to as Seller/Donor, hereby sells/donates To NV ENERGY the following material:

Description of Material Sold	Stock or Serial No.	Qty	Unit Price	Total Amount
CABLE,UG,15KV,1/0 AL,STR,175	8003944	31,702 ft	\$ 2.31713772	<b>\$ 73,475.90</b>

**DISCLAIMER OF WARRANTIES:** Buyer/Donee acknowledges that it is buying/accepting the material "AS IS", AND WITH ALL FAULTS. SELLER/DONOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS, EXCEPT THAT SELLER/DONOR WARRANTS THAT IT HAS TITLE TO THE MATERIAL AND/OR HAS THE RIGHT TO SELL/DONATE IT AND THAT IT IS FREE FROM ALL LIENS OR ENCUMBRANCES.

INSPECTION/REPRESENTATIONS: Buyer/Donee acknowledges that it has thoroughly inspected the material and that it is buying/accepting the material solely in reliance upon such inspection, and not in reliance upon any express, implied, or prospective warranties or representations by Seller/Donor. Seller/Donor makes no representation that any lift equipment, either as an assembled package in any form or as individual pieces, is appropriate for use of integration with any particular vehicle chassis or equipment.

IDEMNITY: Buyer/Donee agrees to defend, protect, indemnify, and hold harmless Seller/Donor, its directors, officers, employees, agents, and their representatives against and from any and all loss, claims, actions, or suits, including cost and attorney's fees, both at trial and on appeal, for or on account of any economic or personal injury or death to any persons, or any damage to or destruction of any property belonging to Seller/Donor or others, resulting from arising out of, or in any way connected with the design, manufacture, condition, maintenance, use, or operation of the materials sold/donated hereunder, excepting only such injury or harm as may be caused solely by the gross negligence of Seller/Donor, its directors, officers, employees, or agents.

LIMITATION OF LIABILITY: SELLER/DONOR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES WHATEVER, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, OR LIABILITY TO THIRD PARTIES, AND WHETHER SUCH LIABILITY ARISES OUT OF TORT (INCLUDING NEGLIGENCE), WARRANTY, CONTRACT, OR STRICT LIABILITY. NV ENERGY DOES HEREBY UNDERSTAND AND AGREE TO THE ABOVE DISCLAIMERS, LIMITATIONS, AND INDEMNITY PROVISIONS.

NV ENERGY

Agreed and Noted by Buyer/Donee

By: \_\_\_\_\_

PACIFICORP

(Seller/Donor)

By \_\_\_\_\_

Employee Name

Dated

Employee No.

Date Material Received \_\_\_\_\_

SAP ACCOUNT DISTRIBUTION		
<i>Check one of the following</i>		
<b><u>PROVIDE COST CENTER #</u></b>		
<i>ALSO work order # if applicable</i>		
<input type="checkbox"/> Salvage Sale: Computer/Furniture/Other	g/l 516390, Order	<b>Sub Total \$ 73,475.90</b>
<input type="checkbox"/> Salvage Sale: Distribution Equip	g/l 516390, Order	<b>Sales Tax 6.85% \$ 5,033.10</b>
<input checked="" type="checkbox"/> <b>Sale of New Material from Inventory</b>	g/l 508200 Order	<b>TOTAL \$ 78,509.00</b>
<input type="checkbox"/> Sale of Capital Item (if greater than \$500 at time of purchase)		
COST CENTER # _____	<b>WORK ORDER</b>	

Send signed Bill of Sale & check to:

Internal Mail: CCO, ATTN: SAP, 1033 Bldg.

External Mail: PacifiCorp, Attn: Central Cashiers/SAP

P.O. Box 5504, Portland OR 97228-5504