



*Timothy K. Clark  
Senior Attorney  
1407 W. North Temple, Suite 320  
Salt Lake City, UT 84116  
801-220-4565 Office  
Tim.Clark@pacificorp.com*

***VIA ELECTRONIC FILING***

January 25, 2022

Gary Widerburg  
Commission Administrator  
Public Service Commission of Utah  
Heber M. Wells Building, 4<sup>th</sup> Floor  
160 East 300 South  
Salt Lake City, Utah 84111-2305

Re: PacifiCorp Notice of Affiliate Transaction — PacifiCorp and Marmon Utility  
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*, issued January 27, 2006, as amended March 14, 2006, and June 5, 2006, PacifiCorp hereby provides notice of ordinary course affiliated interest transactions from time to time between PacifiCorp and Marmon Utility, LLC dba Hendrix Aerial Cable Systems (“Marmon Utility”).

In December 2016, PacifiCorp filed a notice that it was entering into a Master Materials Supply Contract with Marmon Utility for aerial cable system design, supply, and installation services (“Master Contract”). The Master Contract was amended by a First Amendment to Master Materials Supply Contract, effective March 6, 2020, by a Second Amendment to Master Materials Supply Contract, effective October 7, 2020, and a Third Amendment, effective May 28, 2021. PacifiCorp is now amending the Master Contract with Marmon Utility to extend the terms of the Master Contract through March 31, 2022 (“Fourth Amendment”) to allow for the purchase of covered conductors and other distribution infrastructure to support system resilience. A copy of the proposed Fourth Amendment is included as Attachment A.

PacifiCorp is a wholly-owned indirect subsidiary of Berkshire Hathaway Energy Company (BHE). In turn, BHE is a subsidiary of Berkshire Hathaway Inc. (Berkshire). Berkshire currently holds a majority interest in The Marmon Group, a holding company. The Marmon Group consists of approximately 185 companies. These are divided into 15 business sectors including engineered wire and cable, industrial products, and building wire. Marmon Utility is one of the companies owned by The Marmon Group. Therefore, Berkshire’s ownership interest in BHE and The Marmon Group creates an affiliated interest relationship between PacifiCorp and Marmon Utility.

Marmon Utility manufactures electrical distribution cable, cable systems, and accessories for aerial and underground utility applications. Among the items manufactured by Marmon Utility is covered “spacer cable.” Spacer cable is designed to be resilient to incidental contact (e.g. animals, fallen trees and tree limbs), have increased strength in the event of impact loads, and be tolerant to transient events such as lightning. In response to increasing concerns related to wildfires, PacifiCorp is actively taking steps to construct, maintain, and operate its electrical lines and equipment in a manner that will minimize the risk of catastrophic wildfire. The company has identified several projects requiring procurement of spacer cable or other aerial cable system design, supply, and installation services. The Amendment provides the necessary extension for these projects to be completed, while continuing the other terms and conditions in the Master Contract.

When needed, Purchase Orders will continue to be prepared in accordance with PacifiCorp’s procurement policies and procedures and contain standard commercial terms and conditions to protect the company’s ability to provide safe, reliable service. Thus, continued use of Marmon Utility as supplier of the products under the Purchase Orders will not harm the public interest.

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

Sincerely,



---

Timothy K. Clark  
Senior Attorney  
PacifiCorp

Enclosure:  
Attachment A.pdf

cc: Chris Parker, DPU  
Michele Beck, OCS

ATTACHMENT A

to

PacifiCorp Notice of Affiliate Transaction

**FOURTH AMENDMENT TO  
MASTER MATERIALS SUPPLY CONTRACT 4700001118  
FOR AERIAL CABLE SYSTEMS DESIGN, MATERIAL, AND SERVICES**

This FOURTH AMENDMENT TO MASTER MATERIALS SUPPLY CONTRACT (this “Amendment”) is by and between PacifiCorp an Oregon corporation (“Company”), and MARMON UTILITY, LLC dba HENDRIX AERIAL CABLE SYSTEM, a New Hampshire company (“Supplier”).

**RECITALS**

- A. Company and Supplier are parties to that certain “Master Materials Supply Contract (Contract No. 4700001118)”, dated as of December 29, 2016 (as further amended, modified and supplemented from time to time, the “Contract”).
- B. Company and Supplier desire to amend the Contract on the terms and conditions specified in this Amendment.
- C. Notwithstanding the expiration of the Contract on December 31, 2021, the parties agree that the terms and conditions set forth in the Contract have remained in full force and effect since that date to the present and shall apply to the continued performance of the Work as if the Contract had not expired.

**AGREEMENT**

In consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Supplier agree as follows:

- (a) **DEFINITIONS.** The definition of term in Article 1 of the Contract is hereby amended and restated in its entirety to read as follows:

*Term shall mean the period commencing upon the full execution of the Contract and continuing thereafter until March 31, 2022 unless earlier co-terminated and replaced with a new Master Agreement currently being negotiated. All other terms and conditions remain the same.*

2. Miscellaneous.

- (a) Ratification. Except as specifically amended by this Amendment, the Contract shall remain in full force and effect and is hereby ratified and confirmed. This Amendment shall be construed as one with the Contract, and the Contract shall, where the context requires, be read and construed throughout so as to incorporate this Amendment. All documents executed in

connection with the Contract shall remain in full force and effect and are hereby ratified and confirmed with respect to the Contract, as amended by this Amendment.

(b) Entire Agreement. This Amendment, together with the Contract and the other documents referred to in, or executed in connection with, the Contract, supersedes all prior agreements and understandings, written or oral, between Supplier and PacifiCorp with respect to the subject matter of this Amendment.

(c) Counterparts. This Amendment may be executed in any number of counterparts, all of which, when taken together, shall constitute one and the same instrument and the parties to this Amendment may execute this Amendment by signing any such counterpart. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signatures are physically attached to the same documents.

(d) Effective Date. This Amendment shall be deemed effective upon the date of full execution by authorized representatives of both PacifiCorp and Supplier.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized.

**COMPANY:**

PACIFICORP

By: Allen Berreth

Name: Allen Berreth \_\_\_\_\_

Title: VP T&D Operations \_\_\_\_\_

Date: 12/28/2021 \_\_\_\_\_

**SUPPLIER:**

MARMON UTILITY, LLC DBA HENDRIX AERIAL CABLE SYSTEMS

By: Robert Biddle

Name: Robert Biddle \_\_\_\_\_

Title: President \_\_\_\_\_

Date: 12/21/21