



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

***VIA ELECTRONIC FILING***

April 4, 2024

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

Re: PacifiCorp Notice of Affiliate Transaction — PacifiCorp and Nevada Power Company.  
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 an affiliated interest transaction with the Nevada Power Company, d/b/a NV Energy, (NV Energy). The parties entered into an agreement (the Agreement) through which PacifiCorp will supply NV Energy with pole transformers. The pole transformers are needed by NV Energy for a critical project. The sale will be executed through a bill of sale. A verified copy of the bill of sale is included with this notice as Attachment A.

PacifiCorp is a wholly owned indirect subsidiary of Berkshire Hathaway Energy, (BHE). NV Energy is also a wholly owned, indirect subsidiary of BHE. Therefore, BHE's ownership interest in both companies creates an affiliated interest between PacifiCorp and NV Energy.

NV Energy is a public utility which generates, transmits, and distributes electric service in northern and southern Nevada. It serves approximately 1.4 million customers throughout its 44,000-square-mile territory. NV Energy was informed of a delay in the delivery of pole transformers by their supplier making NV Energy's expected receipt too late to service its customer agricultural needs this spring. Thus, PacifiCorp's sale of this crucial stopgap equipment to NV Energy under the Agreement is in the public interest.

The value of the equipment to be purchased by NV Energy under the Agreement is approximately \$44,991.30. NV Energy will pay PacifiCorp the cost of the parts and administrative expenses, which is higher than the market price.

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

Sincerely,

A handwritten signature in blue ink that reads "Timothy K. Clark".

Timothy K. Clark  
Assistant General Counsel  
PacifiCorp

Enclosure:  
Attachment A.pdf

cc: Chris Parker, DPU  
Michele Beck, OCS

ATTACHMENT A

to

PacifiCorp Notice of Affiliate Transaction

x Outside Sale

**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, INC the following material:

Description of Material Sold	Stock or Serial No.	Qty	Unit Price	Total Amount
XFMR,POLE,100,7.2,277,NT,ARR	0004500153	3 ea	\$ 12,033.87	\$ 36,071.60
XFMR,POLE,167,7.2,277,NT,ARR	0004500154	1 ea	\$ 6,373.03	\$ 6,373.03

**DISCLAIMER OF WARRANTIES:** Buyer acknowledges that it is buying/accepting the material "AS IS", AND WITH ALL FAULTS. SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS, EXCEPT THAT SELLER WARRANTIES 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/Donor 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 agrees to defend, protect, indemnify, and hold harmless Seller, 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 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, its directors, officers, employees, or agents.

**LIMITATION OF LIABILITY:** SELLER 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, INC. DOES HEREBY UNDERSTAND AND AGREE TO THE ABOVE DISCLAIMERS, LIMITATIONS, AND INDEMNITY PROVISIONS.

NV ENERGY, INC.

Agreed and Noted by Buyer

By: Jeffery T. Englehart

Date 2/26/24

PACIFICORP

(Seller)

By: [Signature]

Employee Name Noah Yarbrough

Dated 2-26-24

Employee No. 42581

SAP ACCOUNT DISTRIBUTION		
X Sale of New Material from Inventory	g/1 508200 Order	Sub Total \$ 42,444.63
		ID Sales Tax 6% \$ 2,546.68
	<b>ORDER # 539447</b>	<b>TOTAL \$ 44,991.30</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