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May 19, 2005

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**VIA ELECTRONIC FILING**

PUC Filing Center  
Public Utility Commission of Oregon  
PO Box 2148  
Salem, OR 97308-2148

**Re: Errata Filing  
Docket UE 171**

On May 12, 2005, PacifiCorp filed its Reply to Parties' Responses to its Motion for Summary Disposition in this proceeding. It has come to our attention that there was some unexplained missing text on page 20. We enclose a corrected page 20 herein. A copy of this errata filing was served on all parties to this proceeding as indicated on the attached service list.

Very truly yours,

  
Sarah J. Adams Lien *KNP*

SJL:knp  
Enclosure  
cc: Service List

1 rule to independent contractor contract); *Estey & Associates, Inc. v. McCulloch Corp.*, 663 F  
2 Supp 167, 169 (D Or 1986) (applying rule in context of expired manufacturer-distributor  
3 contract); *Bancard Servs.*, 292 F Supp 2d 1235 (applying rule to personal property lease and  
4 service agreement).

5 The “reasonable term” gap filler comes into play when two conditions are met, such  
6 as they are in this case: (1) the contract provides for successive performances and (2) the  
7 contract is indefinite in duration. *See Weilersbacher v. Pittsburgh Brewing Co.*, 421 Pa 118,  
8 121, 218 A2d 806 (Pa 1966) (contract for sale of beer at fixed price with no duration or  
9 quantity specified constituted contract for successive performances); *Panhandle Agri-*  
10 *Service, Inc. v. Becker*, 644 P2d 413 (1982) (agreement to deliver 10,000 tons of hay was not  
11 agreement for successive performances). The rule does not require, as KOPWU argues, that  
12 the parties failed to agree on an essential term of the contract. *See* KOPWU Response at 28.

13 **d. The Undisputed Facts Demonstrate that a Reasonable**  
14 **Termination Date Is April 16, 2006 and, as Conceded by**  
15 **KOPWU’s Allegations of Breach by PacifiCorp, KOPWU Has**  
16 **Received Actual Notice of the Termination of the UKRB**  
17 **Agreement on April 16, 2006.**

18 The undisputed facts demonstrate that April 16, 2006 is a reasonable termination date  
19 for the UKRB Contract. *See* PacifiCorp Motion at 17-18; Affidavit of Laura Beane,  
20 Exhibit 5 (letter from KWUA to Copco stating that “after power rates have been established  
21 for off-project pumpers and applications have been approved by the Public Utilities  
22 Commissions of Oregon and California, no change in power rates for the term of the contract  
23 between the Bureau of Reclamation and Copco shall be submitted to the Commissions unless  
24 filed jointly by Copco and this Association”); Affidavit of Laura Beane, Exhibit 15 (letter  
25 stating that the contract rate for the off-project users should apply “for the duration of the  
26 contract between the Department of Interior and The California Oregon Power Company.”);  
27 Affidavit of Laura Beane, Exhibit 6 (CPUC Application at 2); Affidavit of Laura Beane,  
28 Exhibit 7 at 6 (CPUC Decision recognizing the parties’ anticipation of a term “equivalent to

**CERTIFICATE OF SERVICE**

1  
2 I hereby certify that I served the foregoing document in docket UE 171 on the  
3 following named person(s) on the date indicated below by e-mail where available, or by first-  
4 class mail, addressed to said person(s) at his or her last-known address indicated below.

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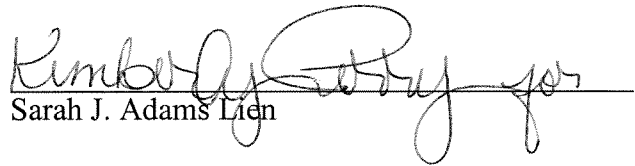
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DATED: May 19, 2005.

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