

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	
Cooperative Light & Power Association)	File No. EB-06-SE-324
Two Harbors, Minnesota)	NAL/Acct. No. 200732100024
)	FRN: 0002653921

ORDER

Adopted: January 8, 2008

Released: January 10, 2008

By the Chief, Enforcement Bureau:

1. In this Order, we adopt the attached Consent Decree entered into between the Enforcement Bureau (“Bureau”) of the Federal Communications Commission (“FCC” or “Commission”) and Cooperative Light & Power Association (“CLP”). The Consent Decree terminates the Bureau’s enforcement proceeding relating to CLP’s compliance with Section 301 of the Communications Act of 1934, as amended (“Act”)¹, and Sections 1.903 and 1.949(a) of the Commission’s Rules (“Rules”).²

2. The Bureau and CLP have negotiated the terms of a Consent Decree that would resolve these matters and terminate the enforcement proceeding. A copy of the Consent Decree is attached hereto and incorporated by reference.

3. Based on the record before us, we conclude that no substantial or material questions of fact exist with respect to this matter as to whether CLP possesses the basic qualifications, including those related to character, to hold or obtain any FCC license or authorization.

4. After reviewing the terms of the Consent Decree, we find that the public interest would be served by adopting the Consent Decree and terminating the enforcement proceeding.

5. Accordingly, **IT IS ORDERED**, pursuant to Sections 4(i) and 503(b) of the Act,³ and the authority delegated by Sections 0.111 and 0.311 of Rules,⁴ the Consent Decree attached to this Order **IS ADOPTED**.

6. **IT IS FURTHER ORDERED** that the above-captioned enforcement proceeding **IS TERMINATED**.

7. **IT IS FURTHER ORDERED** that CLP shall make its voluntary contribution to the United States Treasury, as specified in the Consent Decree, by credit card through the Commission’s Debt

¹ 47 U.S.C. § 301.

² 47 U.S.C. § 1.903 and 1.949(a).

³ 47 U.S.C. §§ 154(i) and 503(b).

⁴ 47 U.S.C. § 154(i); 47 C.F.R. §§ 0.111, 0.311.

and Credit Management Center at (202) 418-1995, or by mailing a check or similar instrument, payable to the order of the Federal Communications Commission, to the Federal Communications Commission, P.O. Box 358340, Pittsburgh, PA 15251-8340. Payment by overnight mail may be sent to Mellon Bank/LB 358340, 500 Ross Street, Room 1540670, Pittsburgh, PA 15251. Payment by wire transfer may be made to ABA Number 043000261, receiving bank Mellon Bank, and account number 911-6106. The payment should reference NAL/Acct. No. 200732100024 and FRN # 0002653921.

8. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Steve Wattnem, General Manager, Cooperative Light & Power Association, Two Harbors, Minnesota 55616 and Counsel Richard D. Rubino, Esq., Counsel for Cooperative Light & Power, Blooston, Mordkofsky, Dickens, Duffy & Prendergast, LLP, 2120 L Street, NW, Suite 300, Washington, DC 20037.

FEDERAL COMMUNICATIONS COMMISSION

Kris Anne Monteith
Chief, Enforcement Bureau

CONSENT DECREE**I. INTRODUCTION**

1. This Consent Decree is entered into by the Enforcement Bureau (“Bureau”) of the Federal Communications Commission (“FCC” or “Commission”) and Cooperative Light & Power Association (“CLP”) for the purpose of terminating an enforcement proceeding relating to CLP’s compliance with Section 301 of the Communications Act of 1934, as amended, (“Act”),¹ and Sections 1.903 and 1.949(a) of the Commission’s Rules (“Rules”),² regarding its failure to file timely renewal applications for Private Land Mobile Radio Service (“PLMRS”) stations and the operation of the stations without authorization after expiration of its licenses.

II. DEFINITIONS

2. For purposes of this Consent Decree, the following definitions shall apply:
- a. “Act” means the Communications Act of 1934, as amended, Title 47 of the United States Code.
 - b. “Adopting Order” means an order of the Bureau adopting the terms and conditions of this Consent Decree.
 - c. “Bureau” means the Commission’s Enforcement Bureau.
 - d. “CLP” means Cooperative Light & Power Association, its subsidiaries, affiliates and any successors or assigns.
 - e. “Commission” or “FCC” means the Federal Communications Commission.
 - f. “Effective Date” means the date the Adopting Order is released by the Bureau.
 - g. “Enforcement Proceeding” means the investigation of the alleged Rule violations by CLP culminating in the *Notice of Apparent Liability for Forfeiture*.
 - h. “Licenses” means Private Land Mobile Radio Service stations WYU920, WYU921, WFK224 and KA40187.
 - i. “*Notice of Apparent Liability for Forfeiture*” or “NAL” means *Cooperative Light & Power Association, Notice of Apparent Liability for Forfeiture*, 22 FCC Red 6710 (Enf. Bur., Spectrum Enf. Div., 2007).
 - j. “Parties” means CLP and the Bureau.
 - k. “PLMRS” means Private Land Mobile Radio Service.
 - l. “Radio Facilities” means the facilities authorized under the Licenses.
 - m. “Rules” means the Commission’s Rules found in Title 47 of the Code of Federal Regulations.

III. BACKGROUND

3. CLP is a Minnesota-based rural electric cooperative.

4. On July 17, 2004, CLP’s licenses for Private Land Mobile Radio Service stations WYU920, WYU921, WFK224 and KA40187 expired. On October 16, 2006, CLP filed a request with the FCC’s Wireless Telecommunications Bureau (“WTB”) for Special Temporary Authority (“STA”) to continue operation of the radio facilities previously authorized under the licenses for stations WYU920,

¹ 47 U.S.C. § 301.

² 47 C.F.R. §§ 1.903 and 1.949(a).

WYU921, WFK224 and KA40187. The WTB granted CLP an STA effective July 11, 2006 under call sign WQFG667 without prejudice to any enforcement action related to the unauthorized operations. Permanent authority was granted effective October 30, 2006 under call sign WQFX519. On April 5, 2007, the Enforcement Bureau's Spectrum Enforcement Division issued a *Notice of Apparent Liability for Forfeiture* proposing a \$20,800 forfeiture against CLP.

IV. TERMS OF AGREEMENT

5. The Parties agree that the provisions of this Consent Decree shall be subject to final approval by the Bureau by incorporation of such provisions by reference in the Adopting Order.

6. The Parties agree that this Consent Decree shall become binding on the Parties on the Effective Date. Upon release, the Adopting Order and this Consent Decree shall have the same force and effect as any other final order of the Commission and any violation of the terms or conditions of this Consent Decree shall constitute a violation of a Commission order.

7. The Parties agree that this Consent Decree shall constitute a final settlement between CLP and the Bureau regarding the matters that were the subject of the Enforcement Proceeding.

8. The Parties agree that this Consent Decree shall not constitute an adjudication on the merits or a factual or legal determination regarding any compliance or noncompliance with the Act or the Rules. The Parties further agree that this Consent Decree is for settlement purposes only and that by agreeing to this Consent Decree, CLP does not admit or deny any noncompliance, violation, or liability associated with or arising from its acts or omissions involving the Act or the Rules that are the subject of this Consent Decree.

9. CLP agrees to make a voluntary contribution to the United States Treasury in the amount of sixteen thousand dollars (\$16,000) within 30 calendar days after the Effective Date. Payment shall be made without further protest or recourse, by credit card through the Commission's Debt and Credit Management Center at (202) 418-1995, or by mailing a check or similar instrument, payable to the order of the Federal Communications Commission, to the Federal Communications Commission, P.O. Box 358340, Pittsburgh, PA 15251-8340. Payment by overnight mail may be sent to Mellon Bank/LB 358340, 500 Ross Street, Room 1540670, Pittsburgh, PA 15251. Payment by wire transfer may be made to ABA Number ABA Number 043000261, receiving bank Mellon Bank, and account number 911-6106.

10. CLP agrees to implement a Compliance Program to ensure compliance with the Communications Act and the Commission's rules and regulations. A summary of the Compliance Program is attached to this Consent Decree as Attachment A.

11. Within thirty days after the Effective Date of the Adopting Order, CLP will submit a statement from an officer of CLP certifying that CLP has implemented the Compliance Program. The compliance statement shall be submitted to Kathryn S. Berthot, Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, S.W., Washington, D.C. 20554.

12. In reliance upon the representations contained herein, and to avoid further expenditure of scarce public resources, the Bureau agrees to terminate the Enforcement Proceeding.

13. In consideration for the termination by the Bureau of the Enforcement Proceeding and in accordance with the terms of this Consent Decree, CLP agrees to the terms, conditions and procedures contained herein.

14. The Bureau agrees that, in the absence of new material evidence, it will not entertain, or institute on its own motion, any new proceeding, formal or informal, or take any action on its own motion against CLP for any alleged violations of the Act or the Commission's Rules regarding the matters which were the subject of the Enforcement Proceeding. The Bureau also agrees that, in the absence of new material evidence, it will not initiate or recommend to the Commission any new proceeding, formal or informal, against CLP regarding the matters that were the subject of the Enforcement Proceeding. The Bureau further agrees that, in the absence of new material evidence, it will not use the facts developed in the Enforcement Proceeding through the Effective Date to initiate on its own motion, or recommend to the Commission, any proceeding, formal or informal, or take any action on its own motion against CLP with respect to CLP's basic qualifications to hold Commission licenses or authorizations. Nothing in this Consent Decree shall prevent the Commission from instituting investigations or enforcement proceedings against CLP in the event of any other alleged misconduct that violates this Consent Decree or that violates any provision of the Act or the Rules.

15. The Parties agree that each is required to comply with each individual condition of this Consent Decree. Each specific condition is a separate condition of the Consent Decree as approved. To the extent that CLP fails to satisfy any condition, in the absence of Commission alteration of the condition, it will be deemed noncompliant and may be subject to possible future enforcement action with respect to such failure to satisfy the condition.

16. CLP acknowledges that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and the authority to enter into and adopt this Consent Decree.

17. CLP waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order, provided that the Adopting Order adopts the Consent Decree without change, addition or modification.

18. The Parties agree that the effectiveness of this Consent Decree is expressly contingent upon the issuance of the Adopting Order, provided the Adopting Order adopts the Consent Decree without change, addition or modification.

19. The Parties agree that if any court of competent jurisdiction renders this Consent Decree invalid, it shall become null and void and may not be used in any manner in any legal proceeding.

20. The Parties agree that if either party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Adopting Order, neither CLP nor the Commission shall contest the validity of the Consent Decree or the Adopting Order and CLP and the Commission shall waive any statutory right to a trial *de novo* with respect to any matter upon which the Adopting Order is based, and shall consent to a judgment incorporating the terms of the Consent Decree.

21. CLP agrees to waive any claims it may otherwise have under the Equal Access to Justice Act, Title 5 U.S.C. §504 and 47 C.F.R. §1.1501 *et. seq.* relating to matters discussed in this Consent Decree.

22. The Parties agree that the terms and conditions of this Consent Decree shall remain in effect for a period of twenty-four (24) months from the Effective Date.

23. This Consent Decree cannot be modified without the advance written consent of both Parties.

24. This Consent Decree may be signed in counterparts.

For the Enforcement Bureau:

By: _____
Kris Anne Monteith
Bureau Chief

_____ Date

For Cooperative Light & Power Association:

By: _____
Steve Wattnem
General Manager

_____ Date

Attachment A**Summary of Section 301 Compliance Program
of
Cooperative Light & Power Association**

To assure compliance with Section 301 of the Communications Act of 1934, as amended and the Federal Communications Commission ("FCC") rules and regulations, the Cooperative Light & Power Association ("CLP" or the "Company") Compliance and Education Program (the "Program") will be established. The Program will be administered by the Legal Department of CLP in consultation with outside counsel.

Program operations will be described in a compliance manual addressing four areas: database, education, review and monitoring, and compliance oversight by the General Manager for Cooperative Light & Power Association.

Database: With the assistance of outside telecommunications counsel, CLP shall develop and maintain information about the Company's telecommunications licenses and other telecommunications information. This information may be maintained in the form of an electronic database or in a manual facilities listing that is periodically updated. This information shall be made available to the Company's personnel who are responsible for maintaining the telecommunications licenses. The Company, either directly or through its outside telecommunications counsel, shall maintain a tickler listing to prompt the timely filing of license renewal applications. The Company will establish the database within 30 days of the Consent Decree's Effective Date.

Education: With the assistance of outside telecommunications counsel, the Company shall develop an education program for the Company's managers and other parties responsible for the purchase, acquisition, and sale of radio equipment as well as entities and other properties which may include telecommunications assets. The Company will implement the education program within thirty (30) days of the Consent Decree's Effective Date. The education program will emphasize the need to make timely application for FCC new radio facilities, modifications to existing radio facilities, renewal of radio licenses and to the extent ownership changes may occur, applications for prior consent to changes in ownership or control of telecommunications licenses. The Program will be supplemented by memoranda and other information updates provided by outside telecommunications counsel on a periodic basis, which are designed to keep the Company informed of FCC policy and regulatory compliance requirements.

Review and Monitoring: The General Manager for the Cooperative Light & Power Association will review the Program annually in order to ensure that it is maintained in a proper manner and continues to address the objectives set forth herein.