

February 1, 2007

VIA E-MAIL & UPS OVERNIGHT

Filing Center
Oregon Public Utility Commission
550 Capitol Street NE #215
PO Box 2148
Salem, OR 97308-2148

Re: *Tracking Number: # 4426*
Docket UM 1272
Oregon Trail Electric Consumers Cooperative, Inc. v. Almega Cable

Dear Ms. Hulse:

Enclosed for filing is Oregon Trail Electric Consumers Cooperative, Inc.'s and Almega Cable's Joint Status Report regarding the above-referenced matter. This replaces the incomplete version of this filing that was filed on January 31st.

Please contact me with any questions. Thank you.

Sincerely,



Amie L. Jamieson

Enclosure

1 **BEFORE THE PUBLIC UTILITY COMMISSION**
2 **OF OREGON**

3 **UM 1272**

4 OREGON TRAIL ELECTRIC CONSUMERS
5 COOPERATIVE, INC.

6 Petitioner,

7 v.

8 ALMEGA CABLE,

9 Respondent.

JOINT STATUS REPORT

10 Oregon Trail Electric Consumers Cooperative, Inc. (“Oregon Trail”) and Almega Cable
11 (“Almega”) respectfully file this Joint Status Report with the Public Utility Commission of
12 Oregon (“Commission”) pursuant to the Administrative Law Judge (“ALJ”) Ruling dated
13 December 5, 2006.

14 **I. INTRODUCTION**

15 On July 14, 2006, Oregon Trail submitted its Petition for Remedy of Pole Attachment
16 Violations, Payment of Sanctions and Rental Fees, and Removal of Pole Attachments
17 (“Petition”). The Petition arose out of a dispute between Oregon Trail and Almega regarding
18 Almega’s pole attachments on Oregon Trail’s poles and pole rental fees owed to Oregon Trail by
19 Almega. On August 1, 2006, Oregon Trail filed a Motion to Amend Petition (“Motion to
20 Amend”) to correct and update information contained in the Petition. The Motion to Amend was
21 granted on August 23, 2006.

22 On November 7, 2006, the parties participated in a telephone pre-hearing conference to
23 set the schedule for the docket. On November 8, 2006, ALJ Christina Hayes issued a ruling
24 setting the schedule for the docket. Almega filed its answer (“Answer”) with the Commission on
25 November 22, 2006 and served Oregon Trail with a complete version of the Answer on
26 November 27, 2006.

1 On December 1, 2006, Oregon Trail submitted a Motion to Stay Proceedings (“Motion to
2 Stay”) to the Commission. In the Motion to Stay, Oregon Trail stated that after the pre-hearing
3 conference, the parties were in contact to discuss a potential settlement of their dispute. Oregon
4 Trail requested that the Commission grant its Motion to Stay to provide the parties with time to
5 finalized their settlement discussions. ALJ Hayes granted the Motion to Stay on December 5,
6 2006.

7 II. REPORT

8 The parties continued settlement discussions and came to an agreement on approximately
9 January 8, 2007.¹ A copy of the Letter Agreement memorializing the parties’ settlement of their
10 dispute is attached as Exhibit A. The Letter Agreement requires Almega to (1) pay monthly
11 payments totaling \$17,274.40 as payment for back rents and sanctions; and (2) remedy its 16
12 remaining violations on Oregon Trail poles or to remove the attachments by June 3, 2007.
13 Oregon Trail agrees that it will move to dismiss its Petition within 30 days’ notice of Almega’s
14 fulfillment of its obligations under the Letter Agreement and Oregon Trail’s confirmation of the
15 fulfillment. To date, Almega has paid a total of \$2,560 to Oregon Trail in payment of its
16 obligation under the Letter Agreement.

17 III. CONCLUSION

18 The parties are pleased to have resolved their dispute prior to moving forward with
19 additional proceedings before the Commission and look forward to an amicable resolution of
20 these important issues. In accordance with the Letter Agreement, Oregon Trail will move to
21 dismiss its Petition within 30 days after confirmation that Almega has fulfilled its obligations
22 under the Letter Agreement. However, if Almega fails to honor its obligations under the Letter

23 ///

24 ///

25 ///

26 _____
¹ This is the date Oregon Trail received Almega’s executed agreement.

1 Agreement, Oregon Trail will move to enforce the rights afforded to it under the Commission's
2 regulations.

3 Respectfully submitted this 1st day of February, 2007.

4 ATER WYNNE LLP

5
6 By: 

Kirk Gibson OSB #85122
Amie Jamieson OSB #05439
Ater Wynne LLP
222 SW Columbia, Suite 1800
Portland, OR 97201
Telephone: (503) 226-8607
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E-mail: alj@aterwynne.com

12
13 ALMEGA CABLE

14
15
16
17 By: 

Thomas Kurien
4001 West Airport Freeway
Suite 530
Bedford, TX 76021
Telephone: (817) 685-9588
E-mail: kurien@almega.com

December 5, 2006

VIA UPS

Thomas Kurien
Almega Cable
4001 West Airport Freeway
Suite 530
Bedford, TX 76021

Re: Oregon Trail Pole Attachment Settlement Agreement: UM 1272

Dear Mr. Kurien:

This Letter Agreement confirms your November 30, 2006, discussion with Ken Kissell of Oregon Trail Electric Consumers Cooperative, Inc. ("Oregon Trail") in which you and Mr. Kissell agreed to settle the dispute between Oregon Trail and Almega Cable ("Almega") in the Public Utility Commission of Oregon ("OPUC") Docket UM 1272.

The parties hereby agree to the following terms in settlement of all outstanding issues in UM 1272 as outlined in your discussion with Mr. Kissell:

1. Rental Fees. Almega agrees to pay the unpaid balance of the 2005 and 2006 pole rental fees in the amount of \$11,274.40 as set forth in Number 3 below. Oregon Trail agrees to waive the late payment fee of eighteen percent (18%) interest per year on the unpaid amount.
2. Sanctions. Almega agrees to pay \$6,000.00 owing for 15 sanctions in the Imbler and Haines areas as outlined in Number 3 below. These sanctions are listed in the enclosed spreadsheet titled "Almega Violations and Sanctions." Oregon Trail agrees to waive all other sanctions Almega has incurred as of the date of this letter.
3. Payment Schedule. Almega agrees to pay to Oregon Trail the total amount owing of \$17,274.40 (\$11,274.40 in rental fees as specified in Number 1 and \$6,000.00 in sanctions as specified in Number 2) by December 31, 2007. Almega agrees to make payments to Oregon Trail on a monthly basis according to the following schedule:

EXHIBIT

A

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1 OF 4

Thomas Kurien
December 4, 2006
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<u>Date Payment Due</u>	<u>Amount</u>
January 15, 2007	\$1,440.00
February 15, 2007	\$1,440.00
March 15, 2007	\$1,440.00
April 15, 2007	\$1,440.00
May 15, 2007	\$1,440.00
June 15, 2007	\$1,440.00
July 15, 2007	\$1,440.00
August 15, 2007	\$1,440.00
September 15, 2007	\$1,440.00
October 15, 2007	\$1,440.00
November 15, 2007	\$1,440.00
December 15, 2007	\$1,434.40

The amounts set forth in the payment schedule above must be received by Oregon Trail on or before the payment due date.

4. Remaining Violations. Almega agrees that it has 16¹ remaining violations on Oregon Trail's poles and that it will correct these violations or remove the associated attachments within 180 days after the date of this letter. These violations are listed in the attached spreadsheet.
5. Dismissal of Complaint. Oregon Trail agrees to dismiss its Complaint filed with the OPUC in Docket UM 1272 within thirty (30) days' notice from Almega and Oregon Trail's confirmation of completion of Almega's obligations as set forth in Numbers 1, 2, 3, and 4 above.
6. Failure to Fulfill Obligations. Almega agrees that if it fails to fully satisfy its obligations under this Letter Agreement, Almega will be deemed to have breached this Letter Agreement. In the event of Almega's breach, Oregon Trail may pursue all remedies that were available to it prior to the enactment of this Letter Agreement, including but not limited to interest on pole rental payments and all sanctions. In addition:
 - a. Almega agrees that it will recommend to the OPUC that the parties set a procedural schedule similar to the schedule that was set prior to this Letter Agreement and agrees that it will not delay the OPUC proceeding in any manner;

¹ According to Almega, violation 468463 was corrected on November 30, 2006. Oregon Trail must confirm this correction before it is removed from the list of violations.

Thomas Kurien
December 4, 2006
Page 3

- b. If Almega fails to comply with the payment schedule in Number 3 above, interest in the amount of 18 percent per year will immediately begin accruing on all past due rental amounts; and
 - c. If Almega fails to remedy the 16 remaining violations or remove the associated attachments as outlined in Number 4 above, Oregon Trail will remove the attachments and charge Almega the cost of doing so, in addition to any amounts required to be paid under Number 3 of this Letter Agreement. Almega shall pay the cost of removing the attachments within 30 days after receiving Oregon Trail's invoice for the cost of removal.
7. Discussions with an Attorney. We recommend that you discuss this Letter Agreement with an attorney. By signing below, you acknowledge that you understand that you have the right to confer with an attorney, and you have either conferred with an attorney or have decided you do not need to do so to understand your rights and obligations under this Letter Agreement. If you retain an attorney, please ask him or her to contact me to discuss this Letter Agreement.

If this Letter Agreement accurately describes the agreement you reached with Mr. Kissell and you agree and accept its provisions as written, please sign below and return to me via electronic transmission or fax at the address or number above before December 15, 2006. Please also send the original to me via United States mail at the above address. Oregon Trail looks forward to resolving these outstanding issues.

Sincerely,



Amie L. Jamieson

ACCEPTED AND AGREED:

Almega Cable



Thomas Kurien
General Manager

Oregon Trail Electric Consumers Cooperative, Inc.



Ken Kissell
Manager of Operations

Enclosure

EXHIBIT A
PAGE 3 OF 4

**ALMEGA VIOLATIONS AND
SANCTIONS**

**NJUNS ticket # Total sanctions amount
 due**

355395	\$400.00
355401	\$400.00
361322	\$400.00
363818	\$400.00
363822	\$400.00
363823	\$400.00
363827	\$400.00
363944	\$400.00
363972	\$400.00
363973	\$400.00
363965	\$400.00
355390	\$400.00
364736	\$400.00
364767	\$400.00
361011	\$400.00
468463	n/a

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of **OREGON TRAIL ELECTRIC CONSUMERS COOPERATIVE, INC.'S AND ALMEGA CABLE'S JOINT STATUS REPORT** regarding **Docket UM 1272** was served via e-mail and first class mail on the following parties:

Jason W. Jones, Asst. Attorney General
Department of Justice
Regulated Utility & Business Section
1162 Court St NE
Salem, OR 97301-4096

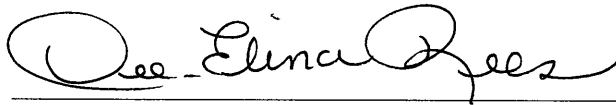
Ken Kissell
Oregon Trail Electric Cooperative
PO Box 226
Baker City, OR 97814

Gary Putnam
Public Utility Commission
PO Box 2148
Salem, OR 97308-2148

Thomas Kurien
Techcore Consultants – Almega Division
4001 West Airport Freeway, Suite 530
Bedford, TX 76021

Dated: February 1, 2007

ATER WYNNE LLP



Dee-Elina Rees, Legal Secretary