

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE COMPLAINT FILED)
BY JACK AND CINDY BRUNSON, EDGMONT,)
SOUTH DAKOTA, AGAINST GOLDEN WEST)
TELECOMMUNICATIONS COOPERATIVE) CT 07-006
REGARDING TELECOMMUNICATIONS)
SERVICES.)

SUPPLEMENTAL
AFFIDAVIT OF DENNY LAW

State of South Dakota)
:ss
County of Pennington)

Denny Law, being first duly sworn, deposes and states as follows:

- 1) My name is Denny Law and I am the General Manager and Chief Executive Officer of Golden West Telecommunications Cooperative, Inc. I am submitting this affidavit in support of the Motion to Dismiss/Summary Judgment filed herein and to supplement my affidavit of April 12, 2010.
- 2) Golden West remains ready, willing and able to provide service to the Brunson's hunting lodge at a mutually convenient time as soon as a valid easement is executed.
- 3) On April 13, 2010, Golden West filed this Motion for Summary Judgment/Motion to Dismiss. Since that time there has been limited activity in this docket which includes limited settlement negotiations, all of which were initiated by Golden West and response by Golden West to informal discovery propounded by Staff.
- 4) Specifically, in response to a letter by Jack and Cindy Brunson, on April 20, 2010, Golden West sent a letter which invited them to supply either a legal description

or an easement they had reportedly provided to Black Hills Power for consideration by Golden West. (See Attachment A) Golden West has received no direct response to this request.

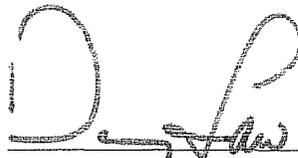
- 5) In October of 2010, in an effort to help resolve this matter, Golden West responded to informal discovery requests of Staff. (See Confidential, Attachment B)
- 6) On November 12, 2010, Golden West sent another letter to the Brunsons which reiterated its position that it would need to have a valid easement in place. (See Attachment C) Golden West again sent a proposed easement as well as a map that showed the route it was proposing in the easement. The easement is limited to service of the hunting lodge and is the standard easement used by Golden West. Golden West has received no direct response to this request.
- 7) Throughout recent settlement negotiations, the Brunsons have made allegations that Golden West has not requested a reasonable easement. This allegation is not accurate. Initially, Golden West requested an easement which would allow it to serve not only the hunting lodge with fiber optic cable, but also bring fiber optic cable to the Igloo subdivision which is a landlocked parcel of property adjacent to the Brunson property. The Brunsons did not agree to that proposal and Golden West agreed to limit its easement to allow it to serve the hunting lodge.
- 8) Throughout recent settlement negotiations, the Brunsons have proposed to install their own copper line to the hunting lodge and to have it connected at the Golden West owned pedestal. This is not a workable solution for several reasons. First of all, Golden West has recently upgraded to fiber optic cable in the area and does

not intend to continue to support copper lines. Approximately eight miles of copper line would need to be maintained to serve the hunting lodge. Second, Golden West follows industry standards in regard to the equipment and fiber it uses. Golden West would be subjecting itself to liability if the proper industry standards were not followed. Third, without a valid easement, Golden West would not be able to properly maintain the phone service to the hunting lodge including any maintenance issues that may arise. It is highly likely that service issues will arise on equipment that is not professionally installed. Finally, Golden West does not have any policy or procedure in place that allows such activity.

- 9) Golden West continues to believe this matter is ripe for Summary Judgment and urges to the Commission to dismiss this Complaint.

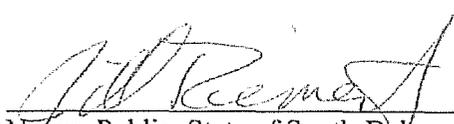
WHEREFORE, Golden West prays for relief as prayed for in the Motion to Dismiss filed herein.

DATED this 29 day of April, 2011.



Denny Law

Subscribed and sworn to before me on this 29 day of April, 2011.



Notary Public, State of South Dakota
Notary Print Name Jill Reinert
My commission expires: 8/1/2013

(SEAL)