

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

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In the Matter of the Application of  
James Valley Wireless, LLC for  
Designation as an Eligible  
Telecommunications Carrier.

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DOCKET NO. TC09-024  
  
**James Valley Wireless, LLC's  
Supplemental Filing**

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On May 14, 2009, James Valley Wireless, LLC (JVW) filed its petition and application for designation as an Eligible Telecommunications Carrier (ETC) for the Aberdeen exchange of Qwest. On November 17, 2006, (TC06-077) JVW was granted ETC status in the entire James Valley Cooperative Telephone Company exchange and the Redfield exchange of Qwest.

1. September 28, 2009, Commission Hearing. At the September 28, 2009, hearing on this petition, the Commission requested clarification on the following matters:
  - a. Service throughout the Aberdeen exchange. JVW will serve throughout the Aberdeen service area. JVW has built four (4) cell phone towers that provide service throughout the entire Aberdeen exchange of Qwest.
  - b. Relationship between NVC/JVW. JVW is a South Dakota limited liability company that is wholly owned by Northern Valley Communications, LLC (NVC). NVC provides facilities-based services in Aberdeen. JVW provides wireless communications services to NVC and its customers.
  - c. Access to Directory Assistance. Paragraph 12 of the May 14, 2009, Petition of JVW should read as follows:
    12. Access to Directory Assistance. JVW ~~will establish~~ has established an arrangement with a Directory Assistance provider. Subscribers to JVW's services will be able to dial "411" or "555-1212" to reach directory assistance from their mobile phones.

2. Data Request. To assist the Commission in its consideration of this petition, attached as **Exhibit 1** are JVW's responses to a data request dated June 16, 2009.

WHEREFORE, JVW requests that the Commission, (1) enter an Order designating JVW as an ETC in the Aberdeen Qwest exchange, and (2) certify to the FCC that JVW will use the support for its intended purpose.

Dated this 6th day of October 2009.

**BANTZ, GOSCH & CREMER, L.L.C.**

*James M. Cremer*

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**EXHIBIT 1 – PUC DATA REQUEST**

**SEE ATTACHED DOCUMENTS**

**James Valley Wireless  
TC09-024  
Responses to 1<sup>st</sup> data request  
June 16<sup>th</sup>, 2009**

**1-1) JWV is seeking ETC status in the Aberdeen exchange of Qwest. Can you confirm that JWV intends to serve the ENTIRE exchange including the rural areas?**

Yes, JWV intends to serve the entire Aberdeen exchange.

**1-2) How much Federal Universal Support, by support category, does JWV estimate it will receive in 2010 and 2011?**

Under the identical support rule JWV anticipates receiving no support in the Aberdeen exchange.

**1-3) Estimated Capital Expenditures in 2009 and 2010 are \$50,000 for Towers and Electronics. Please provide a breakdown of each expense, latitude and longitude of the tower placement, and tower heights.**

JWV does not expect to add towers in the Aberdeen exchange in 2009 or 2010. The capital expenditures listed are estimates of electronics and tower costs that will be incurred throughout JWV's network to facilitate customer growth during that time.

**1-4) On Page 3 of your application (No. 16), you mention "Advanced Communications Services". Please explain what these services are and how they differ from the services already offered in the area.**

"Advanced Communications Services" refers to network benefits as well as services offered. JWV's existing network consists of newly constructed electronic equipment and towers bringing the very best in bandwidth capacity, network survivability, reduced power consumption, and call reliability. JWV's services are similar to existing providers but its network equipment utilizes the latest electronics and equipment.

**1-5) What advantages or disadvantages will JWV services provide to customers in the Aberdeen exchange?**

The advantages will be the network benefits as listed in 1-4 as well as the improved customer service that is provided by a local company staffed by local residents who live in the affected areas and know the people that they serve. JWV currently has eight tower sites in the Aberdeen exchange providing superior wireless coverage to that provided by other wireless providers. JWV is not aware of any disadvantages that its service will cause customers.

**1-6) Please submit a copy of the customer service agreement .**

[copy is attached]

**1-7) Will granting ETC to JWV have any detrimental effects on other ETC's in the service area? Please explain your answer.**

We do not expect any adverse affects to other ETC's. JWV expects to receive no USF support for the Aberdeen exchange and granting the petition will therefore not impose an additional burden on the universal service fund.

**1-8) Please provide a sample of a Lifeline/Link UP Advertisement JWV will use.**

[copy is attached]

**1-9) Does JWV certify that it will use the federal universal service support it receives only for the provision, maintenance, and upgrading of facilities and services for which the support was intended consistant with 47 U.S.C. Section 254(e)?**

Yes, we will certify as such and have done so in our annual recertification filing currently at the commission.

**1-10) Please provide the Study Area Code (SAC) number for JWV.**

399014

# JVT/NVC

## WIRELESS

<b>Phone #1</b>	<b>Phone #2</b>	<b>Phone #3</b>	<b>Phone #4</b>
Cellular # _____	Cellular # _____	Cellular # _____	Cellular # _____
Activation Date _____	Activation Date _____	Activation Date _____	Activation Date _____
Activation Chrg _____	Activation Chrg _____	Activation Chrg _____	Activation Chrg _____
Rate Plan:	Rate Plan:	Rate Plan:	Rate Plan:

\_\_\_\_\_ I agree to pay all access, usage, and other charges and fees billed by Company or accepted by Customer. I may have to pay fees to activate service or reconnect suspended service. Charges may vary depending on where, when, and how I call.

\_\_\_\_\_ I understand that mobile wireless phones use radio transmissions. Service may not be available when my wireless phone is not in range of one of the Company's transmission sites or a transmission site of another company that has agreed to carry Company's calls. At peak usage times sufficient network capacity may not be available to complete a call. Even within coverage area there are many factors including Customer's equipment, terrain, proximity to buildings, foliage, and weather that may impact availability.

\_\_\_\_\_ I understand that roaming may occur when I use a transmission site outside of the local coverage area. My wireless phone may sometimes connect to another company's network when I am within the local coverage area. There may be extra charges and higher rates for roaming calls depending on the calling plan I have chosen.

\_\_\_\_\_ I have reviewed the agreement with a Company sales representative.

\_\_\_\_\_ If my mobile wireless phone is lost or stolen I will immediately notify Company so that my service can be suspended to prevent unauthorized usage.

Signature	Date
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## MOBILE WIRELESS CUSTOMER AGREEMENT

### ACCEPTANCE

By accepting this agreement, Customer is bound by its conditions. It will apply to Customer's mobile wireless service including all existing calling plans. THIS AGREEMENT STARTS WHEN ACCEPTED BY CUSTOMER. Acceptance is given when any of the following occur:

- Customer provides a written or electronic signature.
- Customer orally notifies Company of Customer's acceptance.
- Customer activates a service through his/her wireless phone.
- Customer uses a service after making any change or addition when Customer has been told that the change or addition requires acceptance.

### TERM

Unless otherwise indicated the minimum contract period is two years from the date service or additions to service are established. Periods of suspension of service don't count towards fulfillment of the minimum term. After completion of the minimum term Customer will become a month-to-month customer under this agreement. If the agreement is terminated prior to completion of the minimum term either by customer choice or by the Company for good cause an early termination fee will be due. The early termination fee is \$150 per handset, which will be reduced by \$5 for each full month of service counted toward the minimum term.

### PAYMENT

Payment is due in full as stated on Customer's bill. If full payment is not received when due, Company reserves the right to charge the maximum interest rate allowed by South Dakota law and may suspend or terminate Customer's service.

### RIGHT TO MAKE CHANGES

Service is subject to Company's business policies, practices, and procedures which can change without notice. Unless otherwise prohibited by law, Company can also change prices and any other conditions in this agreement at any time by sending written notice prior to the billing period in which the changes would go into effect. If Customer chooses to use the service after that point then Customer is accepting the changes.

### SERVICE SUSPENSION/MAINTENANCE

Company may from time to time suspend service for routine maintenance for a short period of time. Any Company liability resulting from a service suspension shall be determined in accordance with Limitation of Liability within this agreement.

### LIMITATION OF LIABILITY

COMPANY SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT. Any Company liability to Customer for any damages of any kind under this agreement shall not exceed, in amount, a sum equivalent to the applicable pro-rated out-of-service credit. No Warranties. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. If any of customer's equipment requires modification or reprogramming to make it compatible with Company provided service, Company shall not be liable for any applicable costs associated with modifications or reprogramming charges.

### FORCE MAJEURE

If Company's performance of any obligation under this agreement is prevented, restricted or interfered with by causes including failure or malfunction of customer-supplied equipment, acts of God, explosions, vandalism, cable cuts, storms, fires, floods or other catastrophes, power failure, national emergencies, insurrections, riots, wars, strike, lockouts, boycotts, work stoppages or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency, instrumentality, or of any civil or military authority, then Company shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference. Company shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance with reasonable dispatch.

### ABOUT THIS AGREEMENT

A waiver of any part of this agreement in one instance isn't a waiver of any other part of any other instance. Customer may not assign this agreement or any rights hereunder. Company may assign all or part of this agreement or Customer's debts to another Company without notice, and Customer agrees to make all subsequent payments as instructed. NOTICES ARE CONSIDERED DELIVERED WHEN SENT BY EMAIL OR FAX TO ANY EMAIL OR FAX PROVIDED BY CUSTOMER OR 3 DAYS AFTER MAILING TO THE MOST CURRENT BILLING ADDRESS. If any part of this agreement is held to be invalid that part may be severed from this agreement. This agreement forms the entire agreement between the parties regarding mobile wireless services.

# Yes, You Can Afford Cell Phone Service... and James Valley Wireless Can Show You How!

Federal and state lawmakers believe that every person in America should have access to quality, affordable telecommunications service. In fact, they've created a system to do just that.

If you participate in programs such as food stamps, Medicaid, the national school free-lunch program, Section 8 housing or supplemental security income or if your household income is below a certain threshold level, you may qualify for a discount on your cell phone bill.

## **This "universal service" support includes:**

- Lifeline** assistance that provides discounts for basic monthly cell phone service
- Link Up** that reduces the cost of activating new cell phone service
- Additional discounts** for eligible consumers living on tribal lands

**For more information;  
James Valley Wireless  
235 E 1st Ave Groton, SD  
397-2323 or 1-800-556-6525**