



South Dakota Telecommunications Association

*Advocating for South Dakota's Rural Broadband Providers*

January 16, 2018

Ms. Patty Van Gerpen, Executive Director  
South Dakota Public Utilities Commission  
500 East Capitol Ave.  
State Capitol Building  
Pierre, SD 57501

**RE: Docket TC17-063 (In the Matter of the Petition for Declaratory Ruling by the Department of Public Safety/911 Coordination Board)**

Dear Ms. Van Gerpen:

Enclosed for filing in the above referenced docket you will find the electronic original of the "Reply Comments of the South Dakota Telecommunications Association."

As is evidenced by the Certificate of Service attached to these SDTA Comments, service has been made to representatives of the other parties to the Docket.

Thank you for your assistance in filing and distributing copies of this document.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard D. Coit", written over a white background.

Richard D. Coit  
SDTA Executive Director and General Counsel

CC: Service List

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

<b>IN THE MATTER OF THE PETITION FOR A</b>	)	
<b>DECLARATORY RULING BY THE DEPARTMENT</b>	)	
<b>OF PUBLIC SAFETY/911 COORDINATION BOARD</b>	)	<b>DOCKET TC17-063</b>
<b>REGARDING DETERMING RESPONSIBILITY FOR</b>	)	
<b>RURAL CARRIER INTERCONNECTION TO THE NEXT</b>	)	
<b>GENERATION 9-1-1 SYSTEM</b>	)	

**REPLY COMMENTS OF THE  
SOUTH DAKOTA TELECOMMUNICATIONS ASSOCIATION**

The South Dakota Telecommunications Association (hereinafter referenced as “SDTA”), by and through its attorneys, hereby provides its Reply Comments relating to the Petition for Declaratory Ruling (hereinafter referenced as “the Petition”) filed by the South Dakota 911 Coordination Board/Department of Public Safety.

In response to the initial comments filed by NextGen Communications, Inc. (“NextGen”) and the South Dakota 911 Coordination Board, SDTA feels compelled to first clarify that none of its member company rural local exchange carrier members (“RLECs”) object to use of the centralized points of interconnection or traffic aggregation points that NextGen has established with either SDN Communications (hereinafter referenced as “SDN”) or CenturyLink in Sioux Falls and/or Rapid City. As indicated in SDTA’s initial comments, the question presented by the 911 Coordination Board’s Petition concerns, more specifically, the transport that is necessary for receiving or delivering 911 voice calls to or from each of the rural telephone companies’ service areas to these NextGen points-of-presence in South Dakota. SDTA member companies are not challenging the establishment or use of two centralized points in South Dakota for 911 traffic exchange, but rather are challenging the completely unsupported claims of NextGen that RLECs have the financial responsibility for all necessary transport facilities between their existing “meet points” or network interface

points with either SDN or CenturyLink to these established 911 traffic aggregation points.<sup>1</sup> NextGen suggests throughout its comments that RLECs are objecting to transmission of 911 calls to or from the NextGen points-of-presence in Sioux Falls and/or Rapid City. This is not accurate. NextGen is free to use traffic aggregation points in Sioux Falls and Rapid City for transferring traffic to its ESInet. It can choose either “direct” or “indirect” connection for the purpose of 911 traffic exchange with the RLECs (connection through its own facilities or via facilities or services purchased from other connecting carriers). NextGen, however, has no basis to presume that existing established meet points within RLEC local exchange networks, used for other local traffic exchange, are inapplicable to 911 traffic and should not be considered in determining transport service responsibilities.<sup>2</sup> Existing “meet points” within or near rural telephone company service areas cannot simply be set aside because the matter at hand involves 911 emergency services traffic. As noted in SDTA’s Initial Comments, currently there are no federal or state law provisions requiring that rural local exchange carriers with limited service areas and limited local exchange networks provide interconnection “off network” for the benefit of NextGen or any other carrier that may be engaged in providing NG911 services.

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<sup>1</sup> Under 47 C.F.R. § 51.5 “meet point” is defined as “a point of interconnection between two networks, designated by two telecommunications carriers, at which one carrier’s responsibility for service begins and the other carrier’s responsibility ends.”

<sup>2</sup> Pursuant to 47 C.F.R. § 51.100(a)(1) each telecommunications carrier has the duty to “interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers.” *Emphasis added.*

**I. NEXTGEN AS A CERTIFIED COMPETITIVE LOCAL EXCHANGE CARRIER PROVIDING REGULATED 911 EMERGENCY SERVICES IN SOUTH DAKOTA REQUIRES INTERCONNECTION WITH THE PUBLIC SWITCHED TELEPHONE NETWORK AND, CONSEQUENTLY, IS SUBJECT TO THE 47 U.S.C. §§ 251 AND 252 INTERCONNECTION PROVISIONS AND RELATED IMPLEMENTING STATE STATUTES.**

NextGen in its initial comments offers a hodge-podge of arguments to support a continuing claim that in seeking its network connections with RLECs throughout the State it is not required to follow the 47 U.S.C. §§ 251 and 252 interconnection provisions. The company asserts that: (1) it is not a competitor to the RLECs, but is acting under contractual authority as an agent of the State of South Dakota, and that Sections 251 and 252 only apply when a carrier is requesting interconnection to a LEC for the purpose of competition; (2) RLEC 911 call delivery is not pure “interconnection” as contemplated by the 1996 Telecommunications Act – a request on NextGen’s part “for interconnection is unnecessary as the duty to interconnect for 9-1-1 traffic lies with the RLECs as a natural consequence of their basic regulatory and statutory 9-1-1 responsibilities”; (3) the Sections 251 and 252 provisions do not apply because the term interconnection under “Section 251 (c)(2) refers only to the physical linking of two networks for the mutual exchange of traffic”; and (4) “there are at least two types of interconnection; regulated and commercial”, suggesting that “commercial agreements” may occur without any regard for the Section 251/252 process.

All the above referenced arguments are without merit and should be summarily rejected by the Commission. It is clear from the prior proceedings in Docket TC15-062 (In the Matter of the Application of NextGen Communications, Inc. for a Certificate of Authority to Provide Local Exchange and Interexchange Service in the State of South Dakota) that NextGen operates in South Dakota as a carrier engaged in the provisioning of 911 emergency services and to provide these services to all potential customers must have connections with

local exchange carriers throughout the State (both ILECs and CLECs).<sup>3</sup> The 911 services it is providing are regulated telecommunications services and, by law, are considered an essential component of “local exchange” or “telephone exchange services.” Given these basic realities, it is beyond a stretch for NextGen to contend that it is seeking something other than “interconnection” as contemplated under the federal Section 251 and 252 provisions and related State statutes. In providing its 911 transport and selective routing services, NextGen is operating as a “local exchange carrier” delivering a service that is part of “telephone exchange service”. As such, its requests for interconnection/traffic exchange arrangements with existing incumbent carriers are subject to the federal and state “interconnection” requirements.

**A. NextGen is operating as a competitive carrier in providing its NG911 emergency services.**

NextGen first attempts to dismiss the 47 U.S.C. §§ 251 and 252 interconnection provisions as not being relevant to the transport issue raised in this proceeding based on claims that it is not “operating as a competitor to the RLECs”, but is only seeking to support RLEC public safety obligations through its contractual mandate with the State. Sections 251 and 252, in NextGen’s view, “miss the mark” because they “only apply when a carrier is requesting interconnection “to” a LEC for the purpose of competition . . .”

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<sup>3</sup> NextGen within its “Application” filed with the Commission in Docket TC15-062 specifically sought “certification so that it may provide VPC and MPC services in South Dakota which involve the aggregation and transport of emergency local, VoIP, telemetric, PBX, and mobile E9-1-1 traffic, the management and transmission of location and calling number data, and the provision of call routing management for the delivery of emergency calls to the Public Service Answering Points (PSAPs) throughout South Dakota.” It also indicated that [I]n order to aggregate and transport emergency calls and/or calling data, NextGen may require the same sort of interconnection and co-location made available to certificated Competitive Local Exchange Carriers (“CLEC”). And, further in referencing its technical competence specifically stated that it is “technically qualified to provide the proposed local exchange and interexchange services in South Dakota.” Application, pp. 3 and 4, paragraphs 8 and 10.

In reply to this argument, it should first be noted that it lies in stark contrast to action taken by NextGen in the prior TC15-062 proceedings to obtain a certificate of authority to provide “local exchange services”, at least in part for the stated purpose of obtaining the same sort of interconnection that is made available to other competitive local exchange carriers.<sup>4</sup> Further, NextGen exists as a for-profit entity and is providing its NG911 services in South Dakota only after winning a competitive bidding process in which other vendor/carrier providers participated.<sup>5</sup> And, it must be recognized that NextGen in delivering its NG911 services to the State is engaged in providing 911 “emergency services” which by its own admission involve the transmission of “emergency local” traffic.<sup>6</sup>

Under the Federal Communications Act, “local exchange carriers” are defined as persons “engaged in the provision of telephone exchange service or exchange access.”<sup>7</sup>

“Telephone exchange service” is specifically defined under the Act as follows:

The term “telephone exchange service” means (A) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (B) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.<sup>8</sup> *Emphasis added.*

The ability for local exchange service end users to dial 9-1-1 and reach emergency response services has always been included as part of retail local exchange service offerings and 9-1-

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<sup>4</sup> *Id.*, Application at par. 8.

<sup>5</sup> See “State of South Dakota Consulting Contract” executed in November of 2016, which can be accessed at <http://open.sd.gov/contracts/14/15-1400-025.pdf>. In that contract, NextGen specifically references the fact that it is a “certified competitive local exchange carrier (CLEC)” (Specific Point-by-Point Response to RFP, Section 3.1.1.3).

<sup>6</sup> *Id.*

<sup>7</sup> 47 U.S.C. § 153(32).

<sup>8</sup> See 47 U.S.C. § 153(54). A review of the definition given the term “telephone toll service” under 47 U.S.C. § 153(55) is also helpful. It means “telephone service between stations in different exchange areas for which there is made a separate charge not included in contracts with subscribers for exchange service.”

1 calls, like other local calls, do not generate any separate end user per call or per minute charges. NextGen filed an application with this Commission seeking certification for “local exchange services” for the specific purpose of providing its 911 emergency services. To the extent the company provides any local exchange services, even if limited to providing 911 access, it is either, in fact, or potentially replacing “telephone exchange services” that could otherwise be provided directly by other certified local exchange carriers. NextGen tellingly admits in its comments that “an RLEC has a choice and could independently provision its 9-1-1 traffic from callers to all South Dakota PSAPs . . .”<sup>9</sup> Simply put, there is no basis for NextGen to reasonably contend that in providing its 911 services it is not “competing” with the RLECs or other already certified CLECs in the State.

NextGen goes so far as to state that the “certification” earlier granted by the Commission in Docket TC15-062 is “not relevant” because of certain language contained in the Joint Stipulation reached in that proceeding between it and SDTA.<sup>10</sup> This claim is also unfounded. The intention of the referenced Stipulation language was merely to note that the Commission, in granting the requested certifications, was not making any determination(s) on the identified transport issue. The language cannot reasonably be cited as grounds for this Commission to now completely ignore NextGen’s current status as an authorized competitive local exchange carrier operating in the State. Moreover, NextGen fails to cite any specific legal authority for its stated claim that the Sections 251 and 252 interconnection provisions only apply when a carrier is requesting interconnection with an ILEC for the purpose of “competing.” SDTA is aware of no such qualifier in relation to the existing carrier-

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<sup>9</sup> NextGen comments p. 9.

<sup>10</sup> *Id.* at pp. 23 and 24.

to-carrier federal and state interconnection provisions. NextGen is a certified local exchange carrier providing 911 telecommunications services that are regulated under both federal and state law.<sup>11</sup> In providing such regulated services, it operates as a regulated “common carrier” and in order to make its services available to the public (to all potential 911 service users in South Dakota), it requires interconnection with the established local exchange networks of all other local exchange carriers operating in the State. In other words, NextGen like any other CLEC requires interconnection with the public switched telephone network in South Dakota and, accordingly, the 47 U.S.C. §§ 251 and 252 provisions and the related state statutes implementing these federal laws are applicable.

**B. The general obligation imposed on local exchange carriers to provide “access to 911” does not resolve the transport issue presented by the Petition for Declaratory Ruling.**

NextGen argues that “RLEC 911 call delivery is not pure “interconnection” as contemplated by the 1996 Telecommunications Act; therefore, reliance on the “RLEC-Centric” Section 251/252 provisions is not required.”<sup>12</sup> Generally, Next Gen takes the position that it has no affirmative duty to interconnect, but instead this duty rests on each of the ILECs operating in South Dakota, stating that “the duty to interconnect for 9-1-1 traffic lies with the RLEC as a natural consequence of its basic regulatory and statutory 9-1-1 responsibilities.” Apparently, in NextGen’s opinion, all incumbent local exchange carriers as part of their obligations to provide “access to emergency services such as 911 or enhanced

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<sup>11</sup> See SDCL Chapters 49-31 and 34-45, ARSD §§ 20:10:32:03(11), 20:10:32:54(3) and 20:10:32:27, and 47 C.F.R. Parts 64, 20 and 9. Under SDCL § 49-31-1.1 “Emergency services” are classified along with other telecommunications services, including local exchange services as being “non-competitive” for state regulatory purposes.

<sup>12</sup> NextGen Comments p. 11.



911” (under both state local exchange carrier certification and state and federal “eligible telecommunications carrier” laws) are required to transport 9-1-1 traffic at their own expense to whatever location either NextGen or the State of South Dakota determines.<sup>13</sup> SDTA strongly disagrees with this view of the existing laws relating to 911 services and carrier interconnection. SDTA is unaware of any federal or state statutes, rules or decisions that may be relied on to circumvent the requirement that interconnection occur within the local exchange carriers’ networks and to impose greater transport obligations and costs on wireline local exchange carriers for 9-1-1 traffic delivery. As indicated in the SDTA Initial Comments:

Although the FCC in 2002 took action by an “Order on Reconsideration” to clarify the demarcation point for allocating costs between wireless carriers and PSAPs with respect to the delivery of “Phase I” and “Phase II” enhanced 911 information (voice call and location data), there has been no similar action addressing wireline carrier E911 or NG911 obligations. And, further, the FCC gave recognition in this prior Order on Reconsideration of important differences existing between wireless and wireline services in the way they are regulated, noting that this would support different treatment in relation to designating a demarcation point for E911 implementation.

The provisions of Section 251 and 252 of the Federal Communications Act apply to carrier-to-carrier interconnection involving 911 traffic and these provisions only mandate interconnection “with the local exchange carriers’ network.” They do not, as NextGen claims, require that rural local exchange carriers with limited service areas and limited local exchange networks provide interconnection “off network” for the benefit of NextGen or any other carrier that may be engaged in providing NG911 services.<sup>14</sup>

NextGen cites to the provisions of 47 C.F.R. § 64.3001 as a “simple and unambiguous” mandate that RLECs are required to transport their 9-1-1 traffic to the NG911 POIs. This Section of the FCC rules states that “[a]ll telecommunications carriers shall transmit all 911

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<sup>13</sup> See ARSD § 20:10:32:10

<sup>14</sup> SDTA Initial Comments pp. 7 and 8.

calls to a PSAP, to a designated statewide default answering point, or to an appropriate local emergency authority as set forth in § 64.3002". This single sentence, standing alone, cannot be interpreted to impose a requirement that wireline local exchange carriers must provide transport to whatever ESInet POI's may be established for NG911 services. The rule references only a general obligation to "transmit" 911 calls and includes no reference to "points of interconnection" with other carriers that may be involved in the provisioning of 911 emergency services.<sup>15</sup> Moreover, these rule provisions were adopted by the FCC in January of 2002 at a time when 911 calls were routed directly to PSAP entities, long before the deployment of any NG911 networks.

There is no language in this rule or within any other FCC rule indicating that the FCC has decided that wireline incumbent local exchange carriers are responsible for all transport costs to or from whatever "points of interconnection" may be desired by other carriers for 9-1-1 traffic. This is made clear by the FCC's "Order on Reconsideration" of July 24, 2002, cited in SDTA's Initial Comments. While the FCC has decided on the appropriate demarcation point for allocating costs between wireless carriers and PSAP entities, it has not addressed this issue as it relates to regulated wireline carriers.<sup>16</sup> This "undecided" status has been confirmed more recently by the National Emergency Number Association (NENA) in a Standards/Network Information Document which specifically addresses "Potential Points of

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<sup>15</sup> Also, it should be noted that the related provisions found in 47 C.F.R. § 64.3002 are more specific in referencing 911 traffic obligations and repeatedly reference only that telecommunications carriers "shall complete all translation and routing necessary to deliver 911 calls . . ." *Emphasis added.*

<sup>16</sup> See Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems, CC Docket No. 94-102, Order on Reconsideration, FCC 02-146.

Demarcation in NG911 Networks”.<sup>17</sup> In that document, in a section captioned “Regulatory Issues,” NENA made the following statement:

This document does not explore the regulatory issues associated with the various options for demarcation. This topic calls for a detailed analysis of any and all regulatory impacts associated with the various options for demarcation. For example, carriers, equipment providers, and service providers may be required to implement certain technologies in order to transmit data to interfaces provided by the 9-1-1 authority, and vice-versa. For example, existing regulation requires wireless carriers to deliver calls to Selective Routers at the carrier’s own cost. The LNG input is the same interface as the Selective Router, but the ESRP, with an IP input, provides the equivalent function of the selective router. And so, whether this regulation applies in an NG environment, and if so, how that regulation is interpreted, is an outstanding issue outside the scope of a technical document. More important, the nature and scope of standards set by or incorporated into applicable regulations will have a material impact on the implementation and application of demarcation points and associated interfaces and gateways.

NextGen throughout its comments suggests that the federal and state laws addressing 911 already address the issue raised by the Petition for Declaratory Ruling and impose a requirement on RLECs to transport 911 calls originated outside of their local exchange networks and rural service areas. This is an incorrect representation. None of the existing 911 provisions work to change or expand the interconnection requirements set forth in 47 U.S.C. §§ 251 and 252.

**C. NextGen will not only be receiving 911 originated calls from locations within rural telephone company exchange areas, but will also send 9-1-1 calls back to PSAP locations within the rural telephone company exchange areas.**

NextGen also challenges applicability of the federal and state “interconnection” provisions to network connections it seeks from RLECs because “the term “interconnection”

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<sup>17</sup> NENA Potential Points of Demarcation in NG9-1-1 Networks Information Document, [http://www.nena.org/?page=NG911\\_Demarcation](http://www.nena.org/?page=NG911_Demarcation) prepared by NENA Interconnection and Security Committee, Origination Access Network Sub-Committee, Demarcation Workgroup, released March 21, 2013.

under Section 251(c)(2) refers only to the physical linking of two networks for the mutual exchange of traffic.” In response, SDTA would argue that this cited language (actually found in 47 C.F.R. § 51.5) fails to support NextGen’s stated position for two reasons. First, as earlier emphasized, NextGen is seeking connections with the public switched network to provide a service that is an essential component of “local exchange” or “telephone exchange services.” And secondly, NextGen conveniently neglects to mention the fact that it not only is seeking services from RLECs and SDN that will allow it to receive 911 originated traffic, but also has ordered certain dedicated facilities/services from SDN to the RLECs (and SDTA believes to other carriers) to deliver 9-1-1 calls back to each of the individual PSAP locations throughout South Dakota. NextGen’s comments imply that it is only engaged in receiving 9-1-1 traffic from other local exchange carriers, which is actually not the case. NextGen, to SDTA’s understanding, is also leasing dedicated facilities from other carriers to terminate 9-1-1 calls back into many of the local exchange areas.

**D. The ability to pursue “commercial negotiations” does not displace the procedures set forth in 47 U.S.C. Section 252.**

NextGen also claims that none of the Section 251 or 252 interconnection statutes are applicable based on a claim that it may pursue a separate “commercial negotiations” process. NextGen asserts that there are two types of interconnection, regulated and commercial and argues, with respect to the interconnection it is seeking in South Dakota, that it may engage in commercial negotiations entirely outside of the Section 251/252 interconnection provisions.

SDTA disputes this reading of the law. Again, as already noted, NextGen is seeking interconnection arrangements that are necessary for it to receive 911 originating traffic from

all other local exchange carriers operating in South Dakota. It requires local interconnection with exchange carrier networks throughout the State, and it is not asking for exchange access services in the form of switched access services, that could be obtained out of either the LECA, NECA or individual company tariffs, or special access services that could be purchased out of the existing LEC tariffs or possibly on an individual case basis through contract. Rather, it is seeking “interconnection” with the public switched network that requires both local transport and local switching services (for switching and transport of “non-access” local telecommunications traffic). These services in all other cases to date, when provided by RLECs to other CLEC entities, have been provided pursuant to “interconnection agreements” negotiated by the parties, and filed with and approved by this Commission in accordance with the 47 U.S.C. § 252 procedures.

The provisions of 47 U.S.C. § 251(a)(1) reference “[v]oluntary negotiations,” but merely provide that “an incumbent local exchange carrier may negotiate and enter into a binding agreement with the requesting telecommunications carrier or carriers without regard to the standards set forth in subsections (b) and (c) of section 251 . . .” There is no language indicating that the “procedures for negotiation, arbitration, and approval of agreements” may be set aside at the discretion of interconnecting carriers and entirely replaced with a separate commercial negotiations process. The provisions of 47 U.S.C. § 251(a)(1) clearly indicate otherwise requiring, in part, that any “agreement, including any interconnection agreement negotiated before February 8, 1996” must still be submitted for State commission review and approval pursuant to Section 252(e).<sup>18</sup>

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<sup>18</sup> This provision should clearly be interpreted to mean that even though agreements for interconnection may be negotiated without regard to the “standards” contained in 47 U.S.C. § 251(b) and (c), the procedures applicable to interconnection agreements set forth in 47 U.S.C. § 252 continue to apply. Further, the lack of an exception from

**II. THE PROVISIONS OF 47 C.F.R. § 51.709(c) ARE CITED BY SDTA AS VERIFICATION THAT UNDER THE 47 U.S.C. § 251 PROVISIONS RLECs ARE ONLY REQUIRED TO INTERCONNECT AT “MEET POINTS” WITHIN THE EXISTING ILEC NETWORKS.**

NextGen is critical of SDTA’s reliance on the 47 C.F.R. § 51.709(c) provisions (the “rural transport rule”) stating that “SDTA members have universally cited” such rule as “the definitive mandate controlling 9-1-1 transport obligations.” This statement by NextGen is a misrepresentation of the SDTA position. As made clear in the SDTA Initial Comments, the provisions of 47 C.F.R. § 51.709 are cited because they are consistent with the interconnection requirements imposed on incumbent local exchange carriers, including rural telephone companies, under the Section 251 provisions. The provisions of 47 U.S.C. § 251(c) specifically reference a “duty to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carriers’ network . . . at any technically feasible point within the carriers’ network.” *Emphasis added.* The rural transport rule adopted by the Commission holds true to the intent of Congress indicated by the Section 251 provisions, that incumbent local exchange carriers, and particularly, rural telephone companies are not required to expand their existing local networks or service areas for the benefit of competing carriers/providers -- that the obligations to interconnect under Section 251 are confined to points of interconnection or meet points within the existing ILEC networks.

It is fair to say that the current “rural transport rule” only directly addresses “non-access telecommunications traffic” exchanged between rate-of-return regulated rural

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the interconnection procedures of Section 252 is confirmed by 47 C.F.R. § 51.305(b) which only references a carrier that “requests interconnection solely for the purpose of originating or terminating interexchange traffic on an incumbent LECs network” as not being entitled to receive interconnection pursuant to section 251(c)(2) of the Act.”

telephone companies and CMRS providers. Despite this limitation in applicability, however, the rule provisions remain relevant to the question presented by the Petition for Declaratory Ruling. Non-access telecommunications traffic, for purposes of the rule, is “traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call originates and terminates within the same Major Trading Area” (in other words, “IntraMTA” or local wireless traffic that is not subject to switched access charges).<sup>19</sup> In relation to this traffic, the rural transport rule, contrary to what NextGen suggests, does impose a specific responsibility on CMRS providers to provide for the transport that is necessary to reach rural telephone company service areas or existing meet points (for all traffic that is exchanged either originating or terminating).<sup>20</sup>

The rural transport rule may not apply directly, but it is connected to the transport responsibility question now the subject of this proceeding. The rule, specifically, offers an example of how the FCC has interpreted the 47 U.S.C. § 251 provisions in addressing rural

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<sup>19</sup> See 47 C.F.R. § 51.701(b) which, in its entirety, reads as follows: *(b) Non-Access Telecommunications Traffic. For purposes of this subpart, Non-Access Telecommunications Traffic means: (1) Telecommunications traffic exchanged between a LEC and a telecommunications carrier other than a CMRS provider, except for telecommunications traffic that is interstate or intrastate exchange access, information access, or exchange services for such access (see FCC 01-131, paragraphs 34, 36, 39, 42-43); or (2) Telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area, as defined in §24.202(a) of this chapter. (3) This definition includes telecommunications traffic exchanged between a LEC and another telecommunications carrier in Time Division Multiplexing (TDM) format that originates and/or terminates in IP format and that otherwise meets the definitions in paragraphs (b)(1) or (b)(2) of this section. Telecommunications traffic originates and/or terminates in IP format if it originates from and/or terminates to an end-user customer of a service that requires Internet protocol-compatible customer premises equipment.*

<sup>20</sup> The terms “meet point” and “meet point interconnection” are both defined under 47 C.F.R. § 51.5. A “meet point” is defined as “a point of interconnection between two networks, designated by two telecommunications carriers, at which one carrier’s responsibility for service begins and the other carrier’s responsibility ends.” “A meet point interconnection arrangement is an arrangement by which each telecommunications carrier builds and maintains its network to a meet point.” These rule provisions adopted by the FCC to implement the statutory provisions found in 47 U.S.C. § 251 are specific to requests for interconnection that are sought by other carriers for the purpose of providing telephone exchange services, exchange access services, or both. See 47 C.F.R. § 51.305(b). This being the case, it can only reasonably be assumed that the “meet points” are those points established within local exchange networks for either delivering or receiving local telecommunications traffic (not points of interconnect or meet points established for interexchange toll services).

telephone company interconnection arrangements (finding that those provisions should not be interpreted to impose increased responsibilities on rural telephone companies to extend transport facilities outside of their existing local exchange networks or rural services areas). It also offers evidence of FCC concern over the possibility that larger carriers in seeking local interconnection services from rural carriers may be incited to act with little regard for the impact that extensive additional transport obligations may have on rural carriers and rural consumers.

Because NextGen is seeking interconnection for local traffic it requires an arrangement similar to the arrangements that other competitive local exchange carriers have established in providing telephone exchange service and similar to the arrangement that CMRS providers have established when wanting to exchange IntraMTA or local wireless traffic. This being the case, the same concerns over meet point locations and possible undue transport burdens arise. SDTA cites to the provisions of 47 C.F.R. § 51.709(c) as an example of how the FCC, to date, has allocated transport responsibilities between rural telephone companies and other larger carriers in local interconnection situations. It is wrong for NextGen to suggest that the rule is not pertinent to the transport issue raised in this matter.

### **III. NEXTGEN HAS NOT YET PROVIDED VALID REQUESTS FOR INTERCONNECTION TO THE RLECS IN ACCORD WITH FEDERAL AND STATE STATUTES AND ADMINISTRATIVE RULES.**

Even though NextGen presents multiple arguments to support a claim that an “interconnection request” on its part, under Sections 251 and 252 is unnecessary, it also suggests that it has already made the required interconnection requests. In its own words,



“[i]ronically, NextGen’s activities can be viewed as being in full compliance with Section 251/252.”<sup>21</sup>

SDTA finds this alternative claim remarkable given the other statements made by NextGen in arguing that it is not asking for “regulated” interconnection that would be subject to the federal and state laws, including its statement that “the NG911 network is not interconnecting with ILECs, but just the opposite;”<sup>22</sup> Also, it would seem that in order for NextGen to make a reasonable claim that it has already presented valid interconnection requests to each of the RLECs and properly initiated the process for interconnection negotiations and resolution set forth in 47 U.S.C. § 252, it would, at minimum, need to show that it has complied with the applicable statutes and rules requiring that notice of its’ “interconnection requests” be given to the Commission. Pursuant to ARSD § 20:10:32:10 “a telecommunications company requesting negotiations with an incumbent local exchange carrier pursuant to SDCL 49-31-81 shall notify the commission in writing of the request” and “the notice must identify the incumbent local exchange carrier and the date of the request.” Also, a separate notification requirement is established regarding any requests made to “a rural telephone company for interconnection, services, or network elements” that are subject to the exemption established by 47 U.S.C. § 251(f)(1).<sup>23</sup> To SDTA’s knowledge, NextGen has never provided any notice to the Commission in accord with these referenced statutes and rules, and absent such notices RLECs are effectively deprived of due process relative to the rural interconnection exemption, or the suspensions and modifications protections contained in 47 U.S.C. subsections 251(f)(1) and 251(f)(2).

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<sup>21</sup> NextGen Comments at p. 13.

<sup>22</sup> *Id.* at p. 11.

<sup>23</sup> See ARSD § 20:10:32:38 and 47 U.S.C. § 251(f)(1)(B).

In addition, the documents provided by NextGen to the RLECs, which are now alleged to be valid interconnection requests, are far different from what has typically been presented by other carriers and fail to comply with the substantive requirements set forth in applicable statutes and rules.<sup>24</sup> It is SDTA's understanding that all or many of its member companies have received the following documents from either the State 911 Coordination Board, NextGen, or its affiliated corporate entities: (1) a "Letter of Agency" or ("LOA") from the State 911 Coordination Board (See Appendix C attached to NextGen Comments); (2) a "LOA-CFA" letter received from TeleCommunication Systems, Inc. ("TCS"); (3) a "SOP for CLECs/ILECs Interconnecting to Comtech NG9-1-1 Aggregation Points" document received from "Comtech Telecommunications Corp."; and (4) a "South Dakota Carrier SS7 Worksheet". Regarding these documents, it is fair to say that they are confusing at best. None of the documents are specifically referenced as requests for interconnection and, in fact, three of the documents appear more as "requests for information." The letter from the State 911 Coordination Board is nothing more than a document noting that the State has granted authorization to "Comtech" and/or NextGen to act as its' agent relative to NG911 matters. In part, it asks all "Communication Service Providers ("CSPs")" to "reply to Comtech's requests, and to provide information critical to the success of this project to Comtech." The second referenced "LOA-CFA" document also from an ILEC perspective falls short of what typically would be presented within a request for local interconnection services. The letter (an example of which is attached hereto as part of "Appendix B") is not specifically referenced as a request for interconnection, but instead indicates only that TCS authorizes the identified ILEC to order new SS7 DSO trunks to a specified Sioux Falls address pursuant to a "circuit facility

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<sup>24</sup> See, specifically, ARSD § 20:10:32:37.

assignment” or “CFA”. The document also states that these “circuit facility assignments may be modified or revoked by TeleCommunication Systems, Inc. at any time.” The third document, while it references interconnection, more specifically outlines the requirements of a “Comtech NG911 Interconnection Service.” The document is not in the form of a proposed interconnection agreement, but instead is presented as a “SOP” (“standard operation procedures”) company release. Regarding the alternative claim by NextGen that it has somehow complied with the federal and state interconnection request requirements, SDTA stands by the following statement made in its initial comments.

NextGen has failed to properly initiate the carrier-to-carrier interconnection process provided for under 47 U.S.C. §§ 251 and 252 and under various related South Dakota statutes (SDCL §§ 49-31-79 thru 49-31-82) -- the process that all regulated incumbent local exchange carriers, including rural telephone companies must follow in working through interconnection specifics with other competing carrier entities (other CLECs, Commercial Mobile Radio Service (CMRS) providers, etc.).<sup>25</sup> At least in part, NextGen’s non-compliance with the “Section 251 and 252” provisions has necessitated the request for Declaratory Ruling filed by the South Dakota 911 Coordination Board/Department of Public Safety.

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<sup>25</sup> Over the past several months, many of the SDTA member companies have received jointly from the State and “Comtech” and “TCS” certain “Circuit Facility Assignment” (CFA) authorizations, a document from “Comtech” entitled “SOP for CLECS/ILECs Interconnecting to Comtech NG9-1-1 Aggregation Points”; and certain worksheets requesting network related information. None of these documents received by SDTA’s rural telephone company members, however, identify NextGen as the entity requesting interconnection or include information sufficient to indicate whether the interconnection being requested is presented under 47 U.S.C. Section 251(a) or 251(c). In addition, to SDTA’s knowledge, neither NextGen nor Comtech/TCS has provided this Commission with notice that it has made a request for interconnection or other network services pursuant to the federal and state statutes and administrative rules. Of note, the provisions of ARSD § 20:10:32:20 and ARSD § 20:10:32:38 require that the Commission be given notice of any requests for “negotiations,” “interconnection, services, or network elements.”

**IV. ANY EXISTING INTERCONNECTION AGREEMENTS THAT CERTAIN RLECS MAY HAVE WITH OTHER CARRIERS DO NOT RESOLVE THE LEGAL ISSUE PRESENTED BY THE PETITION FOR DECLARATORY RULING.**

NextGen refers to various interconnection agreements executed between a number of RLECs in the State and other carriers and argues that certain terms in a few of these Commission approved agreements work to bind the entire RLEC industry and to resolve the issue presented by the Petition for Declaratory Ruling. In response, it must first be emphasized, as indicated by Commission Staff in its comments, that because the issue at hand is presented through a request for declaratory ruling, it is raised as a legal issue. Thus, the question for the Commission is necessarily limited to determining, under federal and state law, which of the interested parties has responsibility to transport originated 911 calls between the RLEC's service territories and NextGen's centralized traffic aggregation points (more specifically at locations in or near Sioux Falls or Rapid City, South Dakota). Contrary to what NextGen suggests, the fact that several negotiated agreements may contain terms that it sees as consistent with its expressed views on transport responsibility is not in any way determinative. The Commission's task in this proceeding is to review the terms used in applicable federal and state statutes and related administrative rules and, after applying accepted rules of statutory interpretation, to make a decision as to the parties' obligations/duties under the law (not under existing agreements that by rule may specifically include terms that are inconsistent with the interconnection standards of 47 U.S.C. § 251 subsections (b) and (c)).<sup>26</sup>

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<sup>26</sup> See 47 U.S.C. § 251(a)(1).

NextGen cites within Appendix A to its initial comments interconnection agreements approved by the Commission in fifteen prior dockets. As to these referenced agreements, notably, most do not even address the contracting parties' 911 traffic obligations. Of those that do, the 911 related provisions appear to be included in the agreements merely to ensure that each of the contracting ILEC entities continues to take responsibility for the 9-1-1 traffic originated by its retail end user subscribers. NextGen relies primarily on the 911 related language in two of the cited interconnection agreements, the agreements presented to the Commission in Dockets TC16-004 (In the Matter of the Approval of a Wireline Interconnection Agreement between Midcontinent Communications and Venture Communications) and TC17-064 (In the Matter of the Approval of a Wireline Interconnection Agreement between Midcontinent Communications, Inc. and Valley Communications Cooperative Association, Inc.). Regarding the specific language referenced from each of these agreements, it is again clear that the language is only intended as a pronouncement that each of the contracting ILECs will continue to have responsibility for its originated 9-1-1 traffic. The 911 terms cited, because they do not actually change or add to the existing obligations of the contracting parties, have no practical effect and should be viewed as non-binding.<sup>27</sup> They are also completely inconsistent with other terms in each of the agreements which specifically define the points of interconnection established between the parties and obligate each of the contracting parties to "physically connect their respective networks" at

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<sup>27</sup> The terms cited by NextGen do not at all change party obligations for 911 transport. Each of the companies would continue to route 911 calls from each of its subscribers. 9-1-1 traffic is not, in fact, exchanged between the contracting parties under the referenced agreements. SDTA would also note that these agreements were executed before NG911 implementation and would seem to more properly reflect those situations where 9-1-1 calls are routed directly to a PSAP entity located within the same local exchange area or within the same local calling area.

the POI(s). Under each of these agreements, the POIs for the described local traffic exchange are specifically established at “Central Office” locations within each of the rural telephone company service areas.<sup>28</sup> Each of these agreements also states within its “General Terms and Conditions” section that “[i]n the event there is a conflict between any term of this Agreement, the provisions shall be construed to give the greatest possible effect to the intent of this Agreement.”<sup>29</sup> Without question the provisions addressing local traffic that is, in fact, exchanged between the contracting parties, which establish specific POI locations for traffic exchange, and which define party obligations to establish physical facility connections at these locations, are central to these agreements and must be viewed as taking priority over the very non-specific 911 provisions.

NextGen also argues that, by exercising a right to opt into existing interconnection agreements, it may effectively force all the rural telephone companies in the State to transport 9-1-1 traffic at their own expense to NextGen’s NG911 POIs.<sup>30</sup> This claim borders on the ridiculous. First, as indicated above it would have to be assumed that each of the RLECs in South Dakota, in fact, has interconnection agreements with other operating CLEC entities, which is not the case. Secondly, one would have to wrongly assume that each of the RLECs has within its agreement provisions specifically addressing 911. And, finally, one would have to wrongly assume that 9-1-1 traffic would be treated differently than other local, non-access traffic and carry greater originating carrier transport obligations.

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<sup>28</sup> Docket TC17-064, *INTERCONNECTION AGREEMENT BETWEEN Valley Telecommunications Coop Association and Midcontinent Communications, Interconnection Attachment* p. 28, Section 2.1 and Docket TC16-004, *INTERCONNECTION AGREEMENT BETWEEN Venture Communications Cooperative and Midcontinent Communications, Interconnection Attachment* p. 4, Section 3.1.

<sup>29</sup> *Id.* Valley Telecommunications Agreement p. 9-10, par. 13 and Venture Communications Agreement pp.9-10, par. 14.

<sup>30</sup> NextGen Application at p. 15.

It is also necessary to clarify that if NextGen has a true interest in opting into existing interconnection agreements between rural telephone companies and CLEC entities, it is required to opt into the entirety of any agreement chosen. The FCC by an Order released on July 13, 2004 established an “all or nothing” rule in interpreting the terms of 47 U.S.C. § 252(i), no longer allowing requesting carriers to choose among individual provisions contained in publicly filed interconnection agreements.<sup>31</sup> NextGen, under the Section 252 provisions, would be required to accept all of the terms within any of these agreements including the core terms referenced above which establish points of interconnection for local traffic exchanged at locations within the affected rural telephone company service areas. This would obviously not be consistent with NextGen’s present interest which is to avoid any of the costs associated with RLEC points of interconnection outside of Sioux Falls and/or Rapid City. This, in itself, gives good reason to doubt the sincerity of any of NextGen’s “opt in” claims.

**V. THE SDN COMMUNICATIONS NETWORK IS NOT THE SAME AS THE RLECS’ NETWORKS FOR PURPOSES OF DETERMINING REQUIRED POIs OR MEETPOINTS FOR LOCAL TRAFFIC EXCHANGE.**

NextGen contends that for purposes of the 911 issue presented in this matter the Commission should consider the SDN Communications network to be the same as the RLECs’ networks, specifically stating that “SDN’s network and interconnection points should be included in the definition of “RLEC network” regarding any cost or technical discussion of interconnection to the 911 POIs” and that “SDN’s network is the legal, technical and

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<sup>31</sup> See In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Second Report and Order, FCC 04-164, released July 13, 2004 and 47 C.F.R. § 51.809.

functional equivalent of any RLEC's network . . ."<sup>32</sup> This argument and these statements ignore basic regulatory distinctions between wireline local exchange and interexchange networks and services and the different obligations that are imposed on carriers relative to each. NextGen indicates that SDN when authorized by this Commission was designated as a "monopoly transport entity" for all telecommunications traffic originating from or sent to the SDN member company RLECs, including for 9-1-1 calls. This statement is incorrect and wholly unsupported. Under the federal and state regulatory authorizations it has received, SDN serves as a centralized point of interconnection for the specific purpose of providing "centralized equal access" services for the benefit of interstate and intrastate interexchange (long distance) carriers. SDN is not a CLEC authorized to either separately or jointly provide local exchange services within the service areas of each of its member companies and its backbone transport network cannot reasonably be viewed as an extension of every local exchange network operated by these member companies.

Also, as indicated in SDTA's initial comments, even interexchange carriers when connecting at the SDN "access tandem" in Sioux Falls pay switched access charges for the transport facilities that are used in carrying long distance traffic to and from the existing local exchange networks.<sup>33</sup> NextGen is effectively asking that the federal and state decisions authorizing the formation and operation of SDN be read to require that SDN offer a centralized point of interconnection for CLEC entities, not for long distance or toll services, but for "telephone exchange services". Very clearly, these decisions do not in any way

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<sup>32</sup> See NextGen Comments pp. 20 and 21.

<sup>33</sup> This is also true with respect to wireless carriers that interconnect with SDN for the purpose of delivering InterMTA wireless calls. In addition, wireless carriers for any IntraMTA traffic delivered through SDN to RLECs pay for switched transiting services.



specifically address local traffic exchange and they certainly offer no support for claims by NextGen that it has no responsibility for the costs associated with backbone network facilities needed to gain access to RLEC local exchange networks operated throughout the State.

**VI. SDTA AND ITS MEMBER COMPANIES ARE SEEKING A DECISION ON 911 TRANSPORT RESPONSIBILITY THAT IS CONSISTENT WITH EXISTING LAW AND WHICH FAIRLY TAKES INTO ACCOUNT RURAL CARRIER CIRCUMSTANCES.**

NextGen makes several statements in its comments indicating that SDTA and its members are seeking a “transport subsidy” and further suggests that SDTA and the RLECs have been uncooperative with respect to the NG911 implementation. According to NextGen it has “repeatedly” reached out to SDTA and the RLECs to establish connectivity, it has “remained open to alternative 9-1-1 ingress traffic design ideas”, the “parties have discussed the topic repeatedly”, and yet, the “RLECs remain unwilling to acknowledge any responsibility.” From SDTA’s perspective, these statements are made for no other reason than to create an unfair impression of SDTA’s actions leading up to this proceeding.

Since the time SDTA intervened in the prior Commission proceeding addressing NextGen’s application for a local exchange certificate of authority (Docket TC15-0062), NextGen has known of the RLEC originating transport concern that is now the subject of this proceeding. While the Docket TC15-062 proceedings were ongoing, there was some discussion between the parties related to the issue, but it was apparent at that time that the issue may not be resolved quickly. Given specific concerns over the risk of slowing down NG911 implementation, SDTA suggested and agreed to the Joint Stipulation which allowed for prompt final action on NextGen’s application for certification, but left the transport issue

unresolved. SDTA believed that typical interconnection requests would follow pursuant to 47 U.S.C. §§ 251 and 252 of the federal law (and under the related state statutes) and that this would offer a process through which the transport concerns of the parties could be addressed. NextGen, however, took a polar opposite view as to what is required for local interconnection, at some point deciding instead that it was not NextGen's duty to establish connectivity with each of the RLECs throughout the State. This obligation, in its view, would fall to each of the RLECs and it proceeded to send out documents asking that all RLECs order and establish connections with NextGen's centralized points of presence (POPs) in Sioux and/or Rapid City. This approach to obtaining local network interconnection was certainly not consistent with industry practice, yet at no time has NextGen ever indicated that it is willing to follow the Section 252 interconnection procedures or ever displayed any willingness to have a meaningful discussion regarding rural carrier transport responsibilities or costs.

As clearly indicated by SDTA's initial comments filed herein, it is no small matter if it becomes common practice for other carriers to demand that smaller rural carriers bear the full costs of interconnecting at off-network locations far removed from existing rural service areas. NextGen argues that RLECs are asking for a "transport subsidy." To the contrary, SDTA is only trying to ensure that: (1) transport obligations between its member RLECs and NextGen are resolved in a manner consistent with the existing federal and state law; and (2) interconnection costs associated with NG911 implementation do not unfairly or excessively burden rural carriers and rural end user customers (as compared to other carriers and users of 911 in South Dakota).

NextGen further attempts to disparage the efforts of SDTA to obtain compensation for transport associated with the origination and delivery of 911 calls based on a claim that the “network architecture, and the approved cost for the network in the [State] contract, was based on all landline, Voice over IP (“VoIP”) and wireless carriers (collectively “Originating Service Providers” or “OSPs”) delivering their 9-1-1 calls to the designated POIs in South Dakota.” In response to this claim, it should be noted that while there are references in the State NG91 contract to having a “minimum of two . . . host controller systems at geo-diverse locations” in the State, there appear to be no provisions in the contract specifically addressing the question of which entity or entities would be responsible for costs associated with interconnecting with other carriers to accomplish 9-1-1 call delivery.<sup>34</sup> In addition, it appears from other language in the contract that NextGen was obligated, in establishing arrangements with other carriers for network interconnection and 911 information exchange, to follow applicable industry practices, standards and laws, and to avoid terms, conditions or processes that would impose “onerous” requirements on other network operators. Specifically, in relation to “Facilitating Carrier Transition” to NG911, the contract provides as follows:

The Offeror shall be responsible for the migration of existing 9-1-1 services to the ESI net and to NG9-1-1 services at all interfaces between the Offeror and other emergency call originating network operators in order to accomplish 9-1-1 call delivery which meets the quality and reliability requirements of this RFP. This includes stating the terms, conditions, procedures, or processes for interconnection and exchange of information between other carriers’ networks and systems and the Offerors’ networks and systems. Such terms, conditions, procedures or processes shall follow

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<sup>34</sup> See “State of South Dakota Consulting Contract” executed in November of 2016, which can be accessed at <http://open.sd.gov/contracts/14/15-1400-025.pdf> .

applicable South Dakota Public Utilities Commission telephone industry practices, NENA standards and recommended practices, but all applicable U.S. telecommunications law. The terms, conditions, procedures or processes shall not impose onerous requirements on other network operators, and shall be stated in the proposed solution. Examples of such interfaces would be the means to perform the timely exchange of information such as legacy ALL database updates, exchange of monitoring/trouble ticket statuses, trunk connections to the LNG, and IP connections to border control functions. This list of examples is not exhaustive. The Offeror is expected to work closely with other network operators and to cooperate fully with them in order to accomplish successful transition to the NG9-1-1 call delivery system.<sup>35</sup> *Emphasis added.*

In SDTA's view, NextGen, by its rejection of the procedures for interconnection established under federal and state law and its unwillingness to consider the disproportionate burdens imposed on rural carriers and rural consumers as a result of its extreme position on local network interconnection, has acted inconsistently with the above referenced contract provisions. Certainly, the State contract could have been more specific with respect to network transport obligations in relation to originating 911 traffic. It does, however, clearly indicate that the interconnection arrangements between the contract awardee and other carriers are to be consistent with industry practices, standards and applicable U.S. telecommunications law. Further, the contract may not specifically address originating transport cost issues, but this does not excuse NextGen from its legal obligations as a CLEC seeking local network interconnection with other carriers. The company must have been aware in bidding on the State contract that its plan for requiring 911 call delivery to two centralized points in the State that rural carrier transport facilities and costs could become an issue. Thus, as an entity bidding on the State NG911 contract, it should have taken steps to ensure that the additional costs associated with RLEC network interconnection were

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<sup>35</sup> *Id.* Section 3.1.1.3 of "Specific Point-by-Point Response" to RFP.

recognized within its NG911 proposal. In seeking bids, the following “High Level Requirements” were stated in the RFP:

... The State must ultimately ensure that a fully functional and operating NG9-1-1 system is deployed to replace the legacy system now in use within the State. Any needed function or methodology not specifically identified in this RFP and not included in the Offeror’s response, but necessary for a functional/operational system meeting the State’s requirements, may be cause for the state to reject the proposal. It is the State’s intent to provide the basic information required in this RFP and the Offeror(s) responsibility to propose any single or all items needed to ensure the delivery of a fully functional and operational system.<sup>36</sup> *Emphasis added.*

## VII. CONCLUSION

Based on the arguments and information presented in SDTA’s Initial Comments and within these Reply Comments, SDTA urges the Commission to act consistently with the U.S.C §§ 251 and 252 interconnection requirements, standards, and procedures (and the related state laws implementing these sections) and determine that these provisions only mandate interconnection “within the local exchange carriers’ network” and that, consequently, NextGen has the legal responsibility to transport originating 911 traffic between meet points

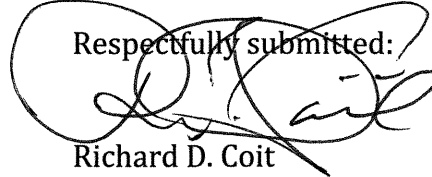
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<sup>36</sup> *Id.* at Section 3.0. It should be noted that this language is also now incorporated into the State contract. In addition, SDTA feels compelled to note: (1) that the total potential compensation to NextGen under the contract, if eventually renewed for an additional 5 year term, is \$32,944,020; and (2) the “scope” of the contract has been amended twice to date, and under “Amendment #3” to the contract it is stated that “the State or a local PSAP may purchase additional equipment or technical services from Consultant that are outside of the original or amended scope of the contract.”

within the rural telephone company service areas and NextGen centralized points of interconnection.

Dated this 16th day of January, 2018.

Respectfully submitted:

A handwritten signature in black ink, appearing to read "Richard D. Coit", is written over the text "Respectfully submitted:".

Richard D. Coit  
SDTA General Counsel  
P.O. Box 57  
Pierre, SD 57501

Margo D. Northrup  
Attorney at Law  
Riter, Rogers, Wattier & Northrup, LLP  
P.O. Box 280  
Pierre, SD 57501

Representing the South Dakota  
Telecommunications Association

## **APPENDIX B**

September 1, 2017

To: Kennebec Telephone Company

This letter indicates that TeleCommunication Systems, Inc. authorizes Kennebec Telephone Company and/or their designated vendor to order new SS7 DS0 trunks to **2900 W 10th St, Sioux Falls SD 57104** pursuant to the following CFA:

**T1 CFA ID** 3006/T1ZF/RLGHNCJVDS0/SXFLSDCH02K  
**T1 Timeslots** 05-07  
**DS3 Host ID** 3000/T3/RLGHNCJVDS0/SXFLSDCH02K  
**Access Vendor** South Dakota Networks

These circuit facility assignments may be modified or revoked by TeleCommunication Systems, Inc. at any time. Kennebec Telephone Company must order the circuits within 120 days of this letter. Failure to do so will result in termination of this assignment.

Please email CLR/DLR to the attention of the **Transport Team** at [SST-Transport@comtechtel.com](mailto:SST-Transport@comtechtel.com). For any questions regarding circuit delivery, testing, and turn-up, please contact us at the same address.

Regards,

Loree Parker  
Transport Engineer  
TeleCommunication Systems, Inc.  
[SST-Transport@comtechtel.com](mailto:SST-Transport@comtechtel.com)



## CERTIFICATE OF SERVICE

I hereby certify that an original of the Initial Comments of the South Dakota Telecommunications Association, dated January 16, 2018, filed in PUC Docket TC17-063, was served upon the PUC electronically, directed to the attention of:

Ms. Patty Van Gerpen, Executive Director  
South Dakota Public Utilities Commission  
500 East Capitol Avenue  
Pierre, SD 57501  
patty.vangerpen@state.sd.us

A copy was also sent by e-mail and/or US Postal Service First Class mail to each of the following individuals:

Ms. Amanda Reiss  
Staff Attorney  
South Dakota Public Utilities Commission  
500 E. Capitol Ave.  
Pierre, SD 57501  
amanda.reiss@state.sd.us  
(605) 773-3201 - voice

Ms. Kristen Edwards  
Staff Attorney  
South Dakota Public Utilities Commission  
500 E. Capitol Ave.  
Pierre, SD 57501  
Kristen.edwards@state.sd.us  
(605) 773-3201 - voice

Mr. Joseph Rezac  
Staff Analyst  
South Dakota Public Utilities Commission  
500 E. Capitol Ave.  
Pierre, SD 57501  
joseph.rezac@state.sd.us  
(605) 773-3201 - voice

Mr. Patrick Steffensen  
Staff Analyst  
South Dakota Public Utilities Commission  
500 E. Capitol Ave.  
Pierre, SD 57501  
patrick.steffensen@state.sd.us  
(605) 773-3201 - voice

Ms. Jenna E. Howell  
General Counsel and Director  
Department of Public Safety  
118 W. Capitol Ave.  
Pierre, SD 57501  
jenna.howell@state.sd.us  
(605) 773-3178 - voice

Mr. Kim Robert Scovill  
Vice President - Legal and Regulatory, and Assistant Treasurer  
NextGen Communications, Inc.  
275 West St., Ste. 400  
Annapolis, MD 21401  
kim.scovill@comtechtel.com  
(302) 932-9697 - voice

Ms. Darla Pollman Rogers - Representing: South Dakota Network, LLC (SDN)  
Attorney at Law  
Riter, Rogers, Wattier & Northrup LLP  
PO Box 280  
Pierre, SD 57501-0280  
dprogers@riterlaw.com  
(605) 224-5825 - voice  
(605) 224-7102 - fax

Dated this ~~14th~~ day of January, 2018



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Richard D. Coit, General Counsel  
South Dakota Telecommunications Association  
PO Box 57  
320 East Capitol Avenue  
Pierre, SD 57501-0057