

**E911
INFORMATION**

**BROOKE
COUNTY
COMMISSION**

BROOKE COUNTY COMMISSION
201 Courthouse Square
Wellsburg, West Virginia 26070

COMMISSIONERS

Timothy R. Ennis
James Andreozzi
Stacey Wise

Tel: 304 737-4024 - Fax: 304 737-4023

Sylvia J. Benzo, Clerk

March 27, 2017

ORIGINAL

Ms. Ingrid Ferrell
Executive Secretary
Public Service Commission of WV
201 Brooks Street
Charleston, WV 25301

12:49 PM MAR 29 2017 PSC EXEC SEC DIV

RE: E-911 Land Line Fee Increase to \$6.05

Dear Ms. Ferrell:

Please find a copy of the Amended Ordinance for the Brooke County Enhanced Emergency Telephone system rate increase to \$6.05 per land line, effective April 1, 2017. Would you please place a copy of the Amended Ordinance with the Brooke County E-9-1-1 Plan?

If further information is needed please do not hesitate to contact our office.

Sincerely,
BROOKE COUNTY COMMISSION



By: Tim Ennis
President

AN ORDINANCE TO AMEND AN ORDINANCE FOR THE
BROOKE COUNTY ENHANCED EMERGENCY TELEPHONE SYSTEM RATE PER MONTH
PER LOCAL EXCHANGE SERVICE LINE

WHEREAS, there has been adopted an Ordinance regarding the establishment of an enhanced emergency telephone system and which imposed a fee for capital improvements or modifications, maintenance and personnel service costs, reduce costly employee turnovers and pay administrative costs of said system in Brooke County, West Virginia; and

WHEREAS, the Brooke County Commission has experienced increased costs for the provision of an enhanced emergency telephone system; and

WHEREAS, the Brooke County Commission has not increased the fee for the monthly rate for each local exchange service line since 2001; and

WHEREAS, in the judgment of the Brooke County Commission, it is fiscally necessary and appropriate to modify the rules for fees for consumers of the enhanced emergency telephone system.

NOW THEREFORE, BE IT RESOLVED THAT THE BROOKE COUNTY COMMISSION ORDERS:

THE REPEAL OF SECTION OF AMENDED ORDINANCE: PARAGRAPH I – For an Ordinance of Brooke County providing for a proposal for the establishment of a county-wide, Enhanced Emergency Telephone System and the imposition of a \$2.05 fee upon local exchange service consumers to finance the projected costs of on-going capital improvements, continued increases in personnel salary and benefits, training, materials and supplies, utilities, lease costs, space expenses, administration and maintenance costs of the Enhanced Emergency Telephone system.

MODIFIED SECTION: PARAGRAPH I – For an Ordinance of Brooke County providing for a proposal for the establishment of a county-wide, Enhanced Emergency Telephone system and the imposition of \$6.05 fee upon local exchange service consumers to finance the projected costs of on-going capital improvements, continued increases in personnel salary and benefits, training, materials and supplies, utilities, lease costs, space expenses, administration and maintenance costs of the Enhanced Emergency Telephone system. This would establish a \$4.00 increase from \$2.05 to \$6.05 per land line.

IMPOSITION OF FEES: ADOPTION OF BILLING CONTRACT; ESTABLISHMENT OF SEPARATE E-911 FUND; PAYMENT OF COSTS NOT RECOVERED THROUGH FEE;

Pursuant to West Virginia Code 7-1-3cc, the Brooke County Commission imposes a fee of Six Dollars and five cents (\$6.05) per month per local exchange service line to finance the projected costs of on-going capital improvements, continued increases in personnel salary and benefits, training, materials and supplies, utilities, lease costs, space expenses, administration, maintenance costs and any other fees and costs associated with the Enhanced Emergency Telephone System operation.

This Ordinance shall become effective: April 1, 2017.

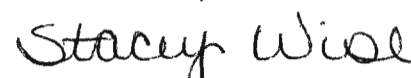
BROOKE COUNTY COMMISSION



TIMOTHY R. ENNIS, PRESIDENT



JIM ANDREOZZI, COMMISSIONER



STACEY WISE, COMMISSIONER

TESTE:


SYLVIA J. BENZO, CLERK

04-0298



**AGREEMENT FOR EQUIPMENT FOR USE
WITH EMERGENCY NUMBER 911 SERVICE
AGREEMENT NO. 2003-269136**

THIS AGREEMENT ("Agreement") is effective as of the date set forth below by and between Brooke County ("Customer") and Verizon West Virginia Inc. ("Verizon").

1. PURPOSE

The purpose of this Agreement is to allow Verizon to file a "Plan B" individual Agreement for Equipment for Use with Universal Number 911 Services under Section 14A of its Miscellaneous Service Arrangements Tariff on file with and approved by the Public Service Commission of West Virginia (the "Commission"), and to set forth other terms and conditions relating to the lease, installation, and maintenance of such customer premise equipment (the "CPE" or "Equipment", and "Services") to the Customer by Verizon.

2. "PLAN B" FILING; DESCRIPTION OF EQUIPMENT

The terms and conditions to be filed by Verizon with the Commission are set forth in Exhibit A to this Agreement. The Equipment to be provided by Verizon and the installation location are specifically described in Exhibit B to this Agreement. The lease and maintenance prices in Appendix A does not include rates and charges for any other aspect of 9-1-1 services used in connection with the Equipment and Services provided pursuant to this Agreement.

3. REGULATORY BODY FILING AND APPROVAL

- a. Verizon shall use reasonable efforts to make the anticipated filing with the Commission no later than ten (10) business days after receipt by Verizon of this Agreement properly signed on behalf of the Customer.
- b. If any order of action of the Commission or any other regulatory or judicial body with jurisdiction over Verizon prevents Verizon from providing the Equipment to the Customer, or if the Commission or any such body fails to grant all approvals or permissions which may be necessary for Verizon to provide the Equipment to the Customer, Verizon and the Customer shall be released from their obligations under this Agreement.

4. PAYMENT AND INCORPORATION OF TARIFFS

- a. The parties expressly acknowledge and agree that all applicable terms and conditions in Verizon's tariffs on file with and approved by the Commission, including but not limited to the limitations of liability and termination liability provisions, are expressly incorporated in this Agreement for all Equipment provided under this Agreement. Whenever any of the incorporated tariffs are changed pursuant to law, this Agreement shall automatically change to reflect the version in the tariff.
- b. It is expressly understood that during the term of this Agreement, the prices shall include all charges for the lease, installation, and maintenance of the Equipment, except as may be otherwise provided by tariff. To the extent that the Equipment provided hereunder is interconnected to other services provided by Verizon or other persons, such other services shall not be construed to be provided under this Agreement.

RECEIVED

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VZ Approved To Form:

TELECOMMUNICATIONS
SECTION - PSC

- c. Verizon shall lease, and the Customer shall use the Equipment at the lump sum payment price of \$6,148.00, including installation and maintenance ("Total Product Price"), as further defined in Exhibit A. Payment is due and payable after Customer's acceptance of the Equipment and upon receipt of invoice. To the extent permitted by law or regulation, if Customer fails to pay any invoice in full within thirty (30) days of invoice receipt, Customer will pay Verizon 1.25% (or the maximum rate allowed by law), on the unpaid balance, prorated daily, until the balance is paid in full. In addition, Customer agrees to pay all collection and legal fees incurred by Verizon as a result of Customer's nonpayment. Customer agrees to pay all taxes, duties, fees, surcharges or the like, including, without limitation, sales, use, excise, or personal property taxes or the like, applicable under law to this sale, in addition to the purchase price.

5. APPROPRIATIONS AND TERMINATION

To the extent, if any, that the Constitution of the State of West Virginia or any statute prevents the Customer from entering into any agreement that would obligate its funds beyond the present fiscal year, the following provisions shall apply:

- a. In the event this Agreement is not approved and renewed by the Customer for any fiscal year subsequent to the Customer's initial fiscal year, this Agreement shall then and there terminate on the last day of the last approved and renewed fiscal year; provided that the Customer shall remain obligated to pay all bills for all services and equipment provided in any such approved and renewed fiscal year.
- b. The Customer covenants to use reasonable and good faith efforts to renew and approved this Agreement for any fiscal year within the term contemplated in this Agreement. Such covenant of reasonableness and good faith shall include but not necessarily be limited to a covenant not to terminate this Agreement to obtain services or equipment providing functions similar to those functions performed by the services or equipment provided under this Agreement, where after reasonable and good faith efforts, there are sufficient funds for a total or partial renewal and approval for the new fiscal year.
- c. The Customer agrees to promptly notify Verizon, in writing, of the non-renewal or approval of this Agreement, whichever the case may be.

6. TERM OF AGREEMENT

The term for which the Equipment and Services will be provided shall commence upon acceptance of the Equipment by Customer and shall continue in effect for a period of twelve (12) consecutive months ("Term") unless terminated earlier as permitted by this Agreement.

7. DELIVERY, INSTALLATION, AND TESTING

Reasonable efforts shall be used to deliver, install, and test the Equipment within sixty (60) days after the anticipated filing with the Commission, expressly excepting delays due to acts of God, third parties, strikes, labor disputes, lockouts or other industrial disturbances, unavailability of equipment or materials, acts of public enemies, orders or restraints of any kind of the government of the United States of America or the State of West Virginia or any of their departments, agencies or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods or explosions or other similar causes. Delays attributable to such acts, omissions or events which affect the work schedule shall result in equitable adjustments to the work scheduled by Change Order for a period of time at least equal to the period of delay.

The Equipment shall be delivered to, installed, and tested at the location set forth in Appendix B. Verizon will notify Customer when testing is complete, or as soon as practicable of any delay in accordance with the preceding paragraph. Upon successful testing of the Equipment and Services, Customer shall accept the Equipment in writing. If Customer causes a delay in the delivery, installation, or testing of the Equipment, then Verizon reserves the right to apply the reasonable charges incurred as result of said delay, including but not limited to, additional labor, storage of Equipment, and price increases of Equipment. Additional then-current time and material charges may apply if Verizon is required to perform extra services because of unprepared sites, Customer's acts or omissions (including delay of installation), or conditions which were not visible during site inspection prior to signing this Agreement. Customer agrees to pay such charges. If Verizon agrees to accept the return of a



Product that was originally ordered by Customer but has not been installed at Customer's request or fault, Verizon reserves the right to charge Customer a minimum twenty percent (20%) of the applicable Equipment price as a restocking fee.

8. CONDITIONING OF EQUIPMENT LOCATION

It shall be the responsibility of the Customer to provide an appropriate, secure site for the location of the Equipment, including maintenance spares, if any. Customer will be responsible for the bonding, grounding, power and environmental conditions necessary for the optimum operation of the Equipment. Customer will be responsible for providing adequate floor space and power supplies and for maintaining environmental conditions suitable for housing the Equipment. Customer agrees to comply with Verizon's and/or the equipment manufacturer's environmental specifications and requirements in order for the Equipment to function properly. Such specifications and requirements shall be provided to Customer prior to installation of the equipment. Verizon shall not be responsible for Equipment failures caused by Customer's breach of this section.

9. MAINTENANCE SERVICE

In consideration of the Maintenance price set forth in Appendix B, Verizon shall provide Maintenance service on the Equipment for the term of this Agreement. Verizon's Maintenance hours of operation are from 9:00 A.M. to 5:00 P.M. E.S.T., Monday through Friday, excluding Verizon holidays. Customer may report a failure on the Equipment provided under this Agreement twenty-four (24) hours per day, seven (7) days per week during the Maintenance term. Maintenance service covers Equipment failure caused by normal wear and tear. For major failures, Verizon will respond either on-site or remotely within four (4) hours from the time Verizon is notified of a major failure, twenty-four (24) hours per day, seven (7) days per week, without additional charge for parts and labor. For all non-service affecting or minor failures, Verizon will respond either on-site or remotely by the end of the next business day, without additional charge for parts and labor. Repairs performed on Verizon's holidays or outside of the specified Maintenance hours of operation will be made at an additional charge. Verizon shall determine whether a failure is major or minor.

Maintenance service does not cover Equipment failure caused by other than normal wear and tear, including without limitation, failure caused by acts or omissions beyond Verizon's reasonable control, including, but not limited to acts of God, power outages or surges. Maintenance service does not cover supplementing, rearranging, relocating, modifying, or removing the Equipment. If such activities by Customer or others causes safety hazards or Equipment malfunctions, Verizon will respond within the time frames mentioned above and Verizon will be entitled to correct the hazard at additional then-current time and material charges, which Customer agrees to pay.

At the end of the Maintenance term, Maintenance service shall continue on a month-to-month basis at Verizon's then-current rates, unless either Customer or Verizon decline continuation by providing at least ninety (90) days prior written notice to the other before the end of the current Maintenance Service Period. Verizon will notify Customer of changes in Maintenance service, including price, prior to the beginning of any renewal term. Customer may also elect to purchase term maintenance service in accordance with the above notification period at agreed upon prices.

10. INFRINGEMENT PROTECTION

If Customer's use of any Equipment is prohibited by court action based on a U.S. patent or copyright infringement claim or Verizon believe that such a prohibition or a claim of infringement is likely, and if the claim does not arise from the use or combination of Verizon's Equipment with the products of another, then Verizon, at Verizon's option and expense, will: (a) buy for Customer the right to continue using the Equipment; (b) modify the Equipment so that it is not infringing; or, if options (a) and (b) are unavailable, (c) buy back the infringing Equipment at Customer's purchase price, minus reasonable sums for depreciation.

11. RISK OF LOSS AND TITLE

Customer is responsible for providing adequate security at Customer's equipment location(s). Except as may be otherwise provided by Tariff, risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment to Customer's installation location. Title to the Equipment shall remain with Verizon unless Customer purchases the Equipment at the end of the lease term as described in Appendix B.



12. RIGHT OF ACCESS

Customer shall permit Verizon unconditional access to its facilities in connection with the Services and Equipment performed and provided hereunder. Verizon will notify Customer's on-duty supervisor upon arrival at Customer's site. No charge shall be made for such access. Verizon, its employees, agents and subcontractors shall comply with all rules and regulations while on Customer's premises. Customer shall not permit public access to the Equipment during the term of the Agreement.

13. LIMITATION OF LIABILITY

EXCEPT AS MAY BE OTHERWISE PROVIDED BY TARIFF, VERIZON SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF ANY EQUIPMENT OR SERVICES, WHETHER CLAIM IS SOUGHT IN CONTRACT, TORT, (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

14. GENERAL

- (a) The persons who sign this Agreement warrant that they are authorized to do so, and Customer further warrants that Customer has obtained all the written approvals and administrative resolutions to obtain the Equipment.
- (b) Any variance from this Agreement in Customer's purchase orders is of no effect. Any modifications or waiver of this Agreement must be in writing and signed by both parties to be effective.
- (c) If any portion of this Agreement is held to be unenforceable, that portion shall be severed from the Agreement and the remainder of the Agreement shall continue in full force and effect.
- (d) Customer's obligations under this Agreement with respect to payment of charges due shall survive termination or expiration of this Agreement.
- (e) Verizon may install or maintain the Equipment with subcontractors that it selects.
- (f) Verizon may assign or transfer part or all of this Agreement to any of its affiliates. Provided that Customer provides Verizon with reasonable prior written notice, Customer may assign or transfer this Agreement to any governmental entity that is the successor to substantially all of its assets and all of its authority. All other attempted assignments shall be void without prior written consent.
- (g) A failure by either party to exercise its rights under this Agreement is not a waiver.
- (h) Notices required by this Agreement must be in writing and sent by first class mail or certified mail, return receipt requested to: Verizon, 700 Hidden Ridge, Irving, TX 75038, ATTN: National Contract Repository, if to Verizon, and to Brooke County, 632 Main Street, Wellsburg, WV 26070, if to Customer. Names and addresses for notices may be changed by notice sent in accordance with this paragraph. Notices delivered by hand shall be effective upon delivery. Notices sent by first class mail shall be effective three (3) days after the posting. Notices sent by certified mail shall be effective on the date noted on the return receipt. For purposes of this section, facsimiles shall be considered adequate notice.
- (i) This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia..
- (j) The terms and conditions that shall apply in connection with the Equipment and Services, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs and guides now or hereafter filed with the State of West Virginia Public Service Commission and/or the Federal Communications Commission. This Agreement (including the Appendices attached hereto) and all applicable tariffs and guides constitute the entire agreement between the parties and shall supersede all prior oral or written quotations, communications, understandings or agreements on the subject matter



hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to sign this Agreement, effective on the date first mentioned above.

AGREED AND ACCEPTED:

BROOKE COUNTY

By:

John A. Casinelli
(Signature)

JOHN A. Casinelli
(Typed or Printed Name)

Title:

President of County Commission

Date:

1/24/04

VERIZON WEST VIRGINIA INC.

By:

Karen E. Fink
(Signature)

Karen E. Fink
(Typed or Printed Name)

Title:

Regional Sales Manager

Date:

2-6-04

Billing No. 024-720-4337



"PLAN B" INDIVIDUAL CONTRACT PUBLIC SERVICE COMMISSION FILING

Verizon will lease to, install, and maintain for Customer the Plant Equipment Co., Inc. E911 CPE described in Exhibit B based upon the following payment option and terms:

Brooke County

Date of Lease Agreement: 27 JANUARY 2004

Lease/Purchase – (Monthly Payment or Up-Front Lump Sum Payment)

Lease Termination Date: Twelve (12) consecutive months after Equipment installation

Total Payment Price: \$ 6,148.00 (includes lease of Equipment, Installation and Maintenance)

The (Up-Front Lump Sum Payment or Monthly Payment) amount will be billed on Customer's existing E911 account commencing with the bill cycle following the installation date.

At the end of the term, Customer has the option to: (a) pay \$ 1.00 to own the CPE and continue maintenance from Verizon at a mutually agreed upon rate, or (b) continue leasing the CPE and maintenance from Verizon at a mutually agreed upon rate. If Customer does not choose to purchase or lease the CPE at the end of the term, Verizon shall remove the CPE in accordance with the terms of this Agreement.



DESCRIPTION OF EQUIPMENT AND LOCATION

1. Quantity and Description

2 Trunk Interface Units (TIU)

2. Installation Location

Brooke County, 632 Main Street, Wellsburg, WV 26070

