

**E911
INFORMATION**

**HAMPSHIRE
COUNTY
COMMISSION**

PUBLIC SERVICE COMMISSION

INTERNAL MEMORANDUM

DATE: April 8, 1999

TO: Dannie Walker
Utilities Division

FROM: Danny Lee Ellis 
Executive Director

SUBJECT: Hampshire County E911 Ordinance Adoption

RECEIVED
APR 08 1999

**TELECOMMUNICATIONS
SECTION - PSC**

Attached is a copy of the information I received today from Sharon Link, Clerk, Hampshire County Commission. This is a copy of a proposed E911 ordinance that apparently was not properly adopted last Fall. The last page is a resolution just adopted on April 5, 1999, that purports to approve the E911 ordinance.

My understanding is the Hampshire County Commission has been operating since Fall as if they had an official E911 ordinance whether their adoption procedure was totally correct or not. This most recent resolution may satisfy legal inquiries, but then again, may not (I'm not an attorney). My thoughts are we accept their resolution and proceed as if it is official.

Let me know if you disagree because I very shortly will be requesting a warrant to pay the Hampshire County Commission the funds we currently have in escrow.

Attachment

DLE:s

RECEIVED

99 APR -8 AM 9:19

**COUNTY OF HAMPSHIRE
OFFICE OF COUNTY COMMISSION
COURT HOUSE BUILDING
ROMNEY, WEST VIRGINIA 26757
304-822-5112**

WVA PUBLIC SERVICE
COMMISSION
ADMINISTRATIVE DIVISION

April 6, 1999

Public Service Commission
Danny Lee Ellis, Executive Director
Administration Division
201 Brooks St., P.O. Box 812
Charleston, WV 25323

Dear Mr. Ellis:

Per our conversation of last week, I am sending a copy of our enhanced 9-1-1 ordinance along with the resolution. If there is any other information that you need, please let me know.

Sincerely,

Sharon H. Link
Sharon H. Link, Clerk
Hampshire County Commission

RECEIVED

99 APR -8 AM 9:19

W VA PUBLIC SERVICE
COMMISSION
ADMINISTRATIVE DIVISION



COUNTY OF HAMPSHIRE
OFFICE OF COUNTY COMMISSION
COURT HOUSE BUILDING
ROMNEY, WEST VIRGINIA 26757
304-822-8112

219

HAMPSHIRE COUNTY ENHANCED 9-1-1 ORDINANCE

AN ORDINANCE OF HAMPSHIRE COUNTY PROVIDING FOR A PROPOSAL FOR AN ENHANCED EMERGENCY TELEPHONE SYSTEM, FOR THE HOLDING OF A PUBLIC MEETING ON SUCH A PROPOSAL, AND FOR PLACEMENT OF AN ADVERTISEMENT NOTIFYING THE PUBLIC OF SUCH A MEETING AND OF THE LOCATION AT WHICH A COPY OF SUCH A PROPOSAL MAY BE EXAMINED.

WHEREAS, section three-cc, article one, chapter seven (7-1-3-cc) of the West Virginia Code grants the authority to county commissions to establish an enhanced emergency telephone system and impose a fee for the capital installation and maintenance costs thereof;

WHEREAS, article six, chapter twenty-four (24-6-1 et al) of the West Virginia Code requires the preparation of a proposal, the holding of a meeting and the timely placement of an advertisement concerning such proposal and meeting before a final plan for the implementation of such an enhanced emergency telephone system may be adopted;

NOW THEREFORE BE IT ORDAINED BY THE COUNTY COMMISSION OF HAMPSHIRE COUNTY, WEST VIRGINIA, PURSUANT TO AND IN ACCORDANCE WITH SECTION THREE-CC, ARTICLE ONE, CHAPTER SEVEN (7-1-3-cc) AND ARTICLE SIX, CHAPTER TWENTY-FOUR (24-6-1 et al) OF THE WEST VIRGINIA CODE, THE FOLLOWING:

THAT A COPY OF THE PROPOSAL ATTACHED HERETO BE MAILED TO THE TELEPHONE COMPANIES PROVIDING LOCAL EXCHANGE SERVICE WITHIN THE COUNTY AND TO LOCAL EMERGENCY SERVICE PROVIDERS AND THAT THE COUNTY COMMISSION SEEK THE ADVICE OF SUCH COMPANIES AND SUCH PROVIDERS IN DEVELOPING A FINAL PLAN FOR AN ENHANCED EMERGENCY TELEPHONE SYSTEM;

THAT A COPY OF THE PROPOSAL ATTACHED HERETO BE MADE AVAILABLE FOR EXAMINATION BY THE PUBLIC AT THE OFFICE OF THE CLERK OF THE HAMPSHIRE COUNTY COMMISSION.

2025 RELEASE UNDER E.O. 14176

220

THAT A PUBLIC MEETING BE SCHEDULED TO BE HELD AT THE HAMPSHIRE COUNTY COURT HOUSE ON JANUARY 30, 1998 AT 7:00 PM IN ORDER TO RECEIVE COMMENTS FROM OTHER PUBLIC OFFICIALS AND INTERESTED PERSONS ;

THAT AT LEAST THIRTY DAYS BUT NOT MORE THAN SIXTY DAYS BEFORE SUCH MEETING AN ADVERTISEMENT BE PLACED BY THE CLERK OF THE HAMPSHIRE COUNTY COMMISSION IN THE HAMPSHIRE REVIEW NEWSPAPER OF GENERAL CIRCULATION IN SUCH COUNTY, NOTIFYING THE PUBLIC OF THE DATE, TIME, PLACE AND PURPOSE OF SUCH MEETING AND OF THE LOCATION AT WHICH A COPY OF SUCH PROPOSAL MAY BE EXAMINED. .

2025 RELEASE UNDER E.O. 14176

PLAN FOR AN ENHANCED EMERGENCY TELEPHONE SYSTEM FOR HAMPSHIRE COUNTY, WEST VIRGINIA

SECTION I - DEFINITIONS as used in this plan, unless the context clearly requires a different meaning:

- (a) "Answering Point" means a facility to which enhanced emergency telephone system calls for a county are initially routed for response, and where State Police Telecommunication personnel respond to specific requests for emergency service by directly dispatching the appropriate emergency service provider, relaying a message to the appropriate provider or transferring the call to the appropriate provider.
- (b) "County Commission" means the County Commission of Hampshire County, West Virginia.
- (c) "County" means Hampshire County, West Virginia.
- (d) "Emergency" means any condition endangering, or thought to be endangering, life, limb or property.
- (e) "Emergency Service Provider" means any emergency services organization or public safety unit.
- (f) "Enhanced emergency telephone system" means a telephone system which automatically connects the person dialing the primary emergency number to the county answering point and in which the telephone network system automatically provides to personnel receiving the call, immediately on answering the call, information on the location and the telephone number from which the call is being made, and, upon direction from the personnel receiving the call, routes or dispatches such call by telephone, radio or any other appropriate means of communication to emergency service providers that serve the location from which the call is made.
- (g) "Local exchange service " means the same as defined in the contract attached to this final plan as Appendix A.
- (h) "Telephone Company" means a public utility which is engaged in the provision of telephone service')

Section 2 - TERRITORY INCLUDED IN SYSTEM

- (a) All territory in the county, including every municipal corporation in the county, which is served by telephone company central office equipment that will permit an enhanced emergency telephone system to be established with a capital investment not to exceed five years' worth of fees collected from the users of said central office equipment and trunk lines and monies received pursuant to disbursement to the county of county's prorated portion of the wireless

222

Enhanced 911 fees and which is not already being served by an enhanced emergency telephone system, is to be included in the system.

(b) The municipal corporations shall include, but not necessarily be limited to, the following:

- (1) The Town of Romney.
- (2) The Town of Capon Bridge .

(c) The territory which is not served by telephone company central office equipment that will permit an enhanced emergency telephone system to be established with a capital investment not to exceed five years worth of fees from the users of said equipment and trunk lines and wireless Enhanced 911 fee revenues received by the county, is as follows:

- (1) The Hampshire County portion of the Lost River exchange of Hardy Telecommunications.

(d) The territory initially described in subsection (c), above, is not proposed to be included in the enhanced emergency telephone system. (NOTE. The approximately ten residences in Hampshire County served by the Lost River exchange County shall have access to the answering Point by means of the 9-1-1 trunk number and shall not be required to pay the Hampshire County Enhanced Emergency Telephone System Fee until such time as the County Commission of Hardy County establishes an enhanced emergency telephone system making it economically feasible to include the Lost River exchange portion of Hampshire County in the Hampshire County Enhanced Emergency Telephone System.)

(e) The territory already being served by an enhanced emergency telephone system is as follows:

(1) that portion of western Hampshire County served by the Burlington exchange of Citizens Telecommunications Company of West Virginia.

(f) The territory described in section (e), above, is not proposed to be included in the Hampshire County enhanced emergency telephone system; the fee, however, will be collected by Hampshire County which will reimburse the Mineral County enhanced emergency telephone system for each telephone line serviced at the fee rate established for Mineral County's territory.

Section 3 - COUNTY ANSWERING POINT

(a) The county answering point shall be operated constantly and shall provide full service, including access for the hearing impaired, 24 hours per day.

(b) There will be one primary answering point. The location of such answering point shall be with the State Police telecommunications facility at 525 Depot St., Romney, West Virginia or wherever that unit may be located in the future.

(c) Except as noted in Section 2, above, the County Answering Point will serve all the geographic territory of Hampshire county and any other geographic territory of any other county

of West Virginia, or any other state upon consummation of reciprocal agreements with said counties or states.

SECTION 4 - EMERGENCY SERVICE PROVIDERS; RESOLUTION OF DISPUTES;
HANDLING OF MISDIRECTED CALLS; PUBLICLY ACCESSIBLE TELEPHONE
NUMBERS; ENHANCED 9-1-1 COMMUNICATIONS ADVISORY BOARD

- (a) Every emergency service provider that provides emergency service within the territory of the county will be required to participate in the enhanced emergency telephone system.
- (b) All matters of dispute will be resolved in a manner set by West Virginia Code (24-6-7) or other applicable law.
- (c) In the event that a call is received by an emergency service provider and such call that appears to be misdirected, the provider will attempt to contact the county answering point to receive verification or to request that a more appropriate provider be contacted, but will in the meanwhile continue to respond to the call as if its services were in fact required.
- (d) In the event a 9-1-1 call is misdirected to the Hampshire County Answering Point, the dispatcher will transfer the call to the appropriate jurisdiction's Answering Point and remain in "conference mode" until it is determined that no further action is required.
- (e) Each emergency service provider participating in the enhanced emergency telephone system shall maintain a publicly accessible 7-digit telephone number, which shall be appropriately listed in appropriate telephone directories, in addition to any telephone numbers provided in the system.
- (f) An Enhanced 9-1-1 Communication Advisory Board shall be appointed as required in accordance with chapter 24, article 6, section 5 of the West Virginia Code, as amended.

SECTION 5 - PROJECTION OF COSTS

(a) The initial capital and installation costs of the enhanced emergency telephone system are projected to be as follows:

Training, APCO (11 full-time)	\$ 4,400.00
Training, directed EMS(11 full- time)	6,600.00
EMD Guides (2 sets)	600.00
Payroll in training (1 month)	6,200.00
Travel costs	1,000.00
9-1-1 trunks (installation)	24,300.00
9-1-1 interface equipment	85,000.00
Dispatcher Console (2) (used)	20,000.00
Computers for interface & CAD (2)	6,000.00
Computer software	3,000.00
FAX machine	500.00
Computer printer (2)	1,600.00
Install Equipment, power supply, etc.	6,000.00
Four- station phone system	1,500.00
TDD Equipment (tel. for hearing imp.)	600.00
Cassette recorder 20 channel	20,000.00
Uninterruptible power supply (2)	12,000.00
Master Base Radio (2 - one new)	14,000.00
Change EMS-I frequency	4,620.00
Radio Frequency licensing fee	800.00
Master Base antennas / installation	3,000.00
Voting Receiver relay links	8,000.00
UHF Links (4)	5,500.00
Cable runs, etc.	4,000.00
Master Street Address Guide (MSAG) hardware/software	3,000.00
MSAG start-up (1 yr.) part-time	<u>10,400.00</u>
Total.....	\$ 252,620.00

(b) The annual costs of the first five years of recurring maintenance and dispatcher costs are projected to be as follows:

Dispatcher Costs	First Year	2nd. Year
Dispatchers salary (6) full-time @ \$14,064.00	\$84,384.00	\$90,360.00
Benefits	46,375.00	47,497.00
Total	130,759.00	137,857.00
Professional liability insurance	2,600.00	2,600.00
Training	13,585.00	6,350.00
Professional Dues (WV E-911 Council & APCO)	500.00	500.00
Travel	2,000.00	2,000.00
Communications maint. & repair	9,900.00	9,900.00
Remote xmitters	1,550.00	1,550.00
Control & Interface Ops & Maint	1,800.00	1,800.00
MSAG Maintenance	2,160.00	21,600.00
911 Trunk Line (installation)	4,700.00	0.00
911 Trunk Lines (monthly service fees)	9,180.00	9,180.00
Telephone & Fax service	2,100.00	2,100.00
Telephone Comm. Links	3,500.00	3,500.00
Admin. Supplies	1,200.00	1,200.00
Computer support	1,800.00	1,800.00
Burlington Exchange Payment	<u>4,200.00</u>	<u>4,620.00</u>
TOTAL COST	\$191,534.00	\$206,557.00
TelCo Admin.	<u>5,937.55</u>	<u>6,403.27</u>
TOTAL adjusted for TelCo Admin.	\$197,471.55	\$212,960.27

Dispatcher Costs (226	3 rd . Year	4th. Year
Dispatchers salary (6) full-time @ 14,064.00	\$84,384.00	\$90,360.00
Benefits	46,375.00	47,497.00
Total	130,759.00	137,857.00
Professional liability insurance	2,600.00	2,600.00
Training	6,350.00	6,350.00
Professional Dues (WV E-911 Council & APCO)	500.00	500.00
Travel	2,000.00	2,200.00
Communications maint. & repair	9,900.00	10,800.00
Remote xmitters	1,650.00	1,750.00
Control & Interface Ops & Maint	1,800.00	2,100.00
MSAG Maintenance	2,160.00	21,600.00
911 Trunk Line (installation)	0.00	0.00
911 Trunk Lines (monthly service fees)	10,200.00	10,200.00
Telephone & Fax service	2,100.00	2,664.00
Telephone Comm. links	3,500.00	3,500.00
Admin. Supplies	1,200.00	1,440.00
Computer support	1,800.00	2,100.00
Burlington Exchange Payment	<u>4,830.00</u>	<u>4,830.00</u>
TOTAL COST	\$181,349.00	\$210,491.00
TelCo Admin:	<u>5,621.82</u>	<u>6,525.22</u>
TOTAL adjusted for TelCo Admin.	\$186,970.82	\$217,016.22

Dispatcher Costs

5th. Year

227

Dispatchers salary (6) full-time @ 14,064.00	\$84,384.00
Benefits	46,375.00
Total	\$130,759.00
Professional liability insurance	2,800.00
Training	6,350.00
Professional Dues (WV E-911 Council & APCO)	500.00
Travel	2,200.00
Communications maint. & repair	10,800.00
Remote xmitters	1,740.00
Control & Interface Ops & Maint	2,100.00
MSAG Maintenance	2,340.00
911 Trunk Line (installation)	0.00
911 Trunk Lines (monthly service fees)	11,220.00
Telephone & Fax service	2,664.00
Telephone Comm. links	3,500.00
Admin. Supplies	1,440.00
Computer support	2,100.00
Burlington Exchange Payment	5,040.00
TOTAL COST	\$185,553.00
TelCo Admin.	<u>5,752.14</u>
TOTAL adjusted for TelCo Admin.	\$191,305.14

(c) The initial costs associated with establishing, equipping and furnishing the county answering point are projected as follows:

Computer workstation	\$300.00
Chairs (2)	400.00
Work lights (2)	100.00
filing cabinets (2)	400.00
Copier	1,200.00
Status boards & displays	<u>400.00</u>
Total Facility costs.....	\$5,300.00

(d) The annual costs of the first five years of operating and maintaining the answering point are projected as follows:

	First Year	2nd Year	3rd Year	4th Year	5th Year
Furniture repair & replace	\$200.00	\$200.00	\$500.00	\$300.00	\$800.00
Copier maintenance	150.00	300.00	300.00	200.00	250.00
Janitorial Service	<u>600.00</u>	<u>600.00</u>	<u>600.00</u>	<u>800.00</u>	<u>800.00</u>
TOTAL.....	\$850.00	\$1,150.00	\$1,400.00	1,300.00	\$1,850.00

(e) The other costs that will not be a part of the costs of the enhanced emergency telephone system but that will be incurred in conjunction with the implementation of such system are projected to be as follows:

(l) Advisory signs to be erected at each major access point to Hampshire County....\$2400.00

**SECTION 6 - IMPOSITION OF FEE; ADOPTION OF BILLING CONTRACT;
ESTABLISHMENT OF SEPARATE ENHANCED 9-1-1 FUND; PAYMENT OF COSTS NOT
RECOVERED THROUGH THE FEE:**

(a) The imposition, pursuant to Section three-cc, article one, chapter seven (7-1-3-cc) of the West Virginia Code, of a fee of \$2.00 per month per local exchange service line or line equivalent, excepting Tele-Assistance lines, is proposed to finance the projected costs of the enhanced emergency telephone system. Such fee is proposed to be reduced when the capital and installation costs have been recovered to offset recurring operational, maintenance and dispatcher costs only. Such fee is not proposed to be used to offset the costs associated with establishing, equipping, furnishing, operating or maintaining the county answering point. Such fee is proposed to become effective beginning on July 1, 1998.

229

(b) The County Commission of Hampshire County adopts and ratifies the contract attached hereto as Appendix A for the billing of the enhanced emergency telephone system fee by Citizens Telecommunications Company of West Virginia.

(c) All fees remitted under the contract referred to in subsection (b) above as well as wireless Enhanced 911 fee revenues received by the county are proposed to be deposited in a separate "Enhanced 9-1-1 Fund".

SECTION 7 - TELEPHONE COMPANY

(a) Upon adoption of this plan, the terms and conditions of the telecommunications services and facilities provided by the telephone company will be governed by the applicable tariffs on file with and approved by the Public Service Commission of West Virginia, the rules, regulations and orders of the Public Service Commission of West Virginia and the laws of the State of West Virginia.

(b) The telephone company that will provide the services and facilities identified in subsection (a) is as follows:

Citizens Utilities Company, d/b/a Citizens Telecommunications Company of West Virginia ("Citizens Telecom")

SECTION 8 - TARIFFS, RULES AND REGULATIONS, AND LAWS

The final plan for the County enhanced emergency telephone system will be supplemented and superseded by the applicable tariffs on file with and approved by the Public Service Commission of West Virginia, the rules, regulations and orders of the Public Service Commission of West Virginia, and the laws of the State of West Virginia. Such tariffs, rules, regulations, orders and laws will be deemed incorporated in the final plan as if fully set out therein.

SECTION 9 - FILING OF PLAN WITH THE PUBLIC SERVICE COMMISSION

Upon completion and adoption of the final plan for the County enhanced emergency telephone system, the County Commission will send a signed copy of such plan to the Public Service Commission of West Virginia.

ENHANCED 911 BILLING CONTRACT

233

This contract is made this 16th day of June, by and between (the "Authority), and Citizens Telecommunications Company of West Virginia, d/b/a CITIZENS COMMUNICATIONS COMPANY OF WEST VIRGINIA ("Citizens Communications").

The parties hereby agree as follows:

1. Citizens Communications shall act as the billing agent for the Authority for the billing of the fee imposed by the Authority for the capital, installation and maintenance costs, including recurring, maintenance and dispatcher costs, of the enhanced emergency telephone system of Hampshire County (the County").
2. Citizens Communications's duties as billing agency shall be as follows:
 - a. The enhanced emergency telephone system fee shall appear on the monthly bills that Citizens Communications issues to its customers in the County, beginning with the bills dated Sept. 1, 1992. The amount of such fee shall be \$ 2.00 per local exchange service line, except Tele-Assistance lines. For purposes of this contract, a "local exchange service line" is a line provided by Citizens Communications pursuant to its local exchange service tariff for which it issues a bill to a customer or customers. It is expressly understood that a "local exchange service line" shall include and be limited to the following:
 - (1) Each residence line, except Tele-Assistance lines;
 - (2) Each business line;
 - (3) Each semi-public telephone line;
 - (4) Each PBX trunk; or
 - (5) Each number of Centrex lines designated to be the equivalent of a PBX trunk under the aforementioned tariff. For each fraction of a PBX trunk equivalent, a proportionate fraction of the fee shall be billed.
 - b. Citizens Communications shall remit to the Authority by the last day of each month all fees collected by it during the preceding month, less the consideration set out in Paragraph 3. In the event the amount remitted is greater or less than the amount due under this contract, any and all liability under this contract shall be discharged by payment of the remaining amount due or by return of the amount overpaid, whichever the case may be. In either such case, no interest shall be charged.
 - c. In the event a customer of Citizens Communications contends either that such fee is not owed by such customer or that such customer is owed a refund of such fee, Citizen Communications shall refer the question to the Authority and Citizens Communications shall thereafter collect or refrain from collecting such fee from such customer as instructed in writing to do by the Authority. Such writing shall be mailed within five (5) days of the date the question is referred, unless otherwise agreed by the parties in writing.
3. In consideration for Citizens Communications billing agent services, it shall retain 3 percent of the fees collected before remitting the remainder to the Authority. For purposes of this contract, "fees collected" shall mean the fees billed by Citizens Communications less the fees uncollectable, which shall be calculated at Citizens Communications current rate of uncollectable revenues for intrastate service.

C 231

- 4. The Authority shall indemnify and hold Citizens Communications harmless from and against any claims or suits arising out of, in connection with, or related to the Authority's legal authority to impose an enhanced emergency telephone system fee or the erroneous collection of failure to bill such fee because of a good faith mistake by Citizens Communications. It is expressly understood that the foregoing indemnification shall include the responsibility to investigate and defend against such claims, including payment of reasonable attorney's fees.
- 5. The Authority shall notify Citizens Communications in writing at least ninety (90) days prior to the effective date of any change in the amount of the enhanced emergency telephone system fee.
- 6. The term of this contract shall be one year. Such term may be extended by the Authority an additional year by giving Citizens Communications written notice of such extension within ninety (90) days of the date of expiration of such term. Such term may be extended in a like manner for three (3) more additional years, allowing for total of four (4) extensions of one year each.
- 7. Either party may, at any time, terminate this contract by giving the other party sixty (60) days written notice of such termination.
- 8. All notices under this contract shall be mailed by certified mail return receipt requested. Such notices shall be mailed to the other party at the following addresses:

The Authority:

Citizens Communications
300 Bland Street
Bluefield, WV 24701

- 9. This contract is executed in and shall be governed by the laws of the State of West Virginia.
- 10. This contract shall supersede all prior documents, negotiations and agreements. It shall constitute the entire agreement of the parties on the subject matter to which it applies.

IN WITNESS WHEREOF, the parties have affixed their hands and seals on the date first above-written.

The Authority

Hampshire County Commission
 (Full Legal Name of Authority)
 By: Stephen R. Hain
 Its: President


CITIZENS TELECOMMUNICATIONS COMPANY OF WEST VIRGINIA, D/B/A CITIZENS COMMUNICATIONS COMPANY OF WEST VIRGINIA
 By: R.A. Cr
 Its: operations VP

911 RESOLUTION

WHEREAS, the County Commission of Hampshire County, West Virginia, has recognized that the enhanced emergency telephone system, known as "911", will benefit all citizens of Hampshire County; Now, therefore, be it

RESOLVED, that this Commission on the 5th day of April, 1999, on motion of Commissioner E. Garry Shanholtz, seconded by Commissioner O. Grady Bradfield and carried, approved the installation of 911.

WITNESS my hand and the seal of this Commission this the 5th day of April, 1999.



John Dan Sitar, President
Hampshire County Commission