

**E911
INFORMATION**

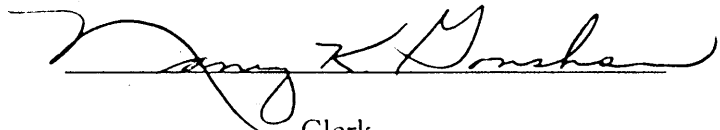
**PENDLETON
COUNTY
COMMISSION**

RE: ENHANCED 911 SYSTEM FOR PENDLETON COUNTY, WEST VIRGINIA

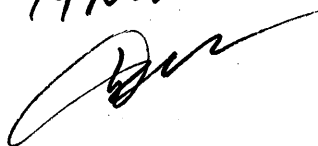
This will certify that at a meeting of the Pendleton County Commission held on November 17, 1998, a motion was made by Priscilla Mullenax, seconded by Paul Morton, all Commissioners voted "yes" to implement an Enhanced Emergency Telephone System for Pendleton County, in accordance with a Plan approved on the 1st day of September, 1998. Public meetings were held at Franklin, West Virginia, and Riverton, West Virginia for public input.

A motion was made by Priscilla Mullenax, seconded by Paul Morton, all Commissioners voted "yes" to appoint Robert Tuckerman as the Interim E-911 Director for Pendleton County and that he be reimbursed for his mileage.

Dated this the 17th day of November, 1998.


Clerk

*COPY OF PENDLETON
CO. E-911 ORD.
GIVEN TO DANNY
ELLIS ON 19 NOV 98 -*



RECEIVED
NOV 19 1998

**TELECOMMUNICATIONS
SECTION - PSC**

ENHANCED 911 ORDINANCE
FOR PENDLETON COUNTY, WEST VIRGINIA

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

WHEREAS, Section 3-cc, Article 1, Chapter 7 {7-1-3-cc} of the Code of West Virginia, grants the authority to the County Commissioners to establish an Enhanced Emergency Telephone System and impose a fee for the capital installation and maintenance costs thereof;

WHEREAS, Article 6 Chapter 24 {24-6-1 et al} of the Code of West Virginia requires the preparation of a proposal, the holding of a public meeting and the timely placement of an advertisement concerning such proposal and meeting before a final plan for implementation of such an Enhanced Emergency Telephone System may be adopted.

NOW THEREFORE BE IT ORDAINED BY THE COUNTY COMMISSION OF PENDLETON COUNTY, WEST VIRGINIA, PURSUANT TO AND IN ACCORDANCE WITH SECTION 3-CC, ARTICLE 1, CHAPTER 7 {7-1-3-CC} AND ARTICLE 6, CHAPTER 24 {24-6-1 et al } OF THE CODE OF WEST VIRGINIA, 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 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 PENDLETON COUNTY COURTHOUSE;

RECEIVED

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**TELECOMMUNICATIONS
SECTION - PSC**

PLAN FOR AN EMERGENCY TELEPHONE SYSTEM
FOR PENDLETON COUNTY, WEST VIRGINIA

SECTION 1 - DEFINITIONS

As used in this plan, unless the context clearly requires a different meaning:

(a) "Public Safety Answering Point" (PSAP) means a facility to which enhanced emergency telephone system calls for the county are initially routed for response, and where county 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 Pendleton County, West Virginia.

(c) "County" means Pendleton County, West Virginia.

(d) "Emergency Services Provider " means any emergency services organization or public safety unit.

(e) "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 system automatically provides the personnel receiving the call, immediately on answering the call, information on the location and 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.

(f) "Local Exchange Service Line" means the same as defined in the proposed contracts attached to this plan as "Appendix A - Bell Atlantic West Virginia" and "Appendix B - Spruce Knob Seneca Rocks Telephone , Inc."

SECTION 2 - TERRITORY INCLUDED IN SYSTEM

(a) All territory in Pendleton County, including the Town of Franklin , which is served by telephone company central office equipment that will permit an emergency telephone system to be established, is to be included in the system.

(b) The territory that is not served by telephone company central equipment that will permit an enhanced emergency telephone system to be established is located on a portion of Snowy Mountain Rd and Wimer Mountain Rd in the southern part of the county. The telephones in that area are served by a telephone company located in Highland County, Virginia.

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) The county Answering Point shall be located in or near Franklin, West Virginia, at a location designated by the County Commission.

(c) The Answering Point will receive calls from all of Pendleton County, West Virginia except as noted in SECTION 2 (b) above.

(d)The Answering Point will be required to respond to calls as follows:

Pendleton County Sheriff's Department	Direct Dispatch
West Virginia State Police (see note 1)	Direct Dispatch\ Call Transfer
Franklin Volunteer Fire Department	Direct Dispatch
South Branch Volunteer Fire Department	Direct Dispatch
South Fork Volunteer Fire Department	Direct Dispatch
Circleville Volunteer Fire Department	Direct Dispatch
Seneca Rocks Volunteer Fire Department	Direct Dispatch
Pendleton County Emergency Rescue, Inc.	Direct Dispatch
West Virginia Department of Natural Resources	Call Transfer
Town of Franklin Police (if reestablished)	Direct Dispatch
Pendleton County Office of Emergency Services	Direct Dispatch

Note 1: The protocol for direct dispatch and/or call transfer of calls for State Police will be worked out with State Police.

(e) The county Answering Point shall be connected to the Bell Atlantic West Virginia and Spruce Knob Seneca Rocks Telephone, Inc., networks by dedicated automatic number identification trunks.

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 Pendleton County will be required to participate in the Enhanced Emergency Telephone System. Should a new Emergency Service Provider wish to become established within the territory of Pendleton County, they shall be required to participate in the Enhanced Emergency Telephone System.

(b) The Emergency Service Providers referred to in subsection (a) above are as listed in SECTION 3 (d).

(c) In the event of a dispute between Pendleton County and one or more Emergency Service Providers, such dispute, upon application to the Public Services Commission of West Virginia by a party to the dispute, may be resolved by order of the Public Service Commission of West Virginia.

(d) If, at any time a call is incorrectly dispatched or call transferred to an Emergency Service Provider, the Provider receiving the call shall either radio the correct Provider or advise the PSAP to dispatch the correct Provider. If the incorrectly summoned Emergency Service provider radios the correct provider, the incorrect summoned Emergency Service Provider shall also notify the PSAP, following such action.

(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) Below is listed the membership of the Enhanced 9-1-1 Communications Advisory Board.

Pendleton County Fireman Association	2 members
Pendleton County Emergency Rescue, Inc.	2 members
State Police	1 member
Pendleton County Sheriff Department	1 member
Town of Franklin	1 member
General Public	2 members
Pendleton County Office of Emergency Services	1 member
Pendleton County Commission	1 member
Director of E 9-1-1	Ex officio member

The initial terms of the following memberships shall be for one (1) year:

- Pendleton County Fireman Association - 1 member
- Town of Franklin
- Pendleton County Emergency Rescue, Inc. - 1 member
- General Public - 1 member

The initial terms of the following memberships shall be for two (2) years:

Pendleton County Sheriff's Department
 Pendleton County Office of Emergency Service
 Pendleton County Emergency Rescue, Inc. - 1 member
 State Police

The initial terms of the following memberships shall be for three (3) years:

Pendleton County Fireman Association - 1 member
 General Public - 1 member
 Pendleton County Commission

The Director of the enhanced 9-1-1 system and a Pendleton County Commissioner shall serve as members of the Advisory Board at all times.

Except as noted above for the initial terms of certain memberships and for the 9-1-1 Director, all Advisory Board Members shall be appointed by the Pendleton County Commission to serve for three year terms or for the balance of the term of memberships vacated in mid-term. The initial terms of all Advisory Board Members shall begin on January 1, 1998.

SECTION 5 - PROJECTION OF COSTS

(a) The initial capital and installation costs of the Enhanced Emergency Telephone System are projected to be as follows:

Telephone Equipment and Installation	\$127,000
Communications Equipment including:	\$72,000
Radio Equipment	
Radio Control Consoles	
Audio Recorder	
Radio Towers, Antennas, Feed Lines	
Radio Equipment Installation	
Generator with Power Change- Over Switch & Fuel Tank	\$10,000
Console Furniture for the PSAP	\$3000
Electrical Wiring in the PSAP	\$5000

TOTAL \$217,000

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

ESTIMATED ANNUAL COSTS

	<u>1ST YR</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>
PERSONNEL COSTS	\$111,500	\$118,900	\$120,350	\$122,400	\$126,200
TRAINING	\$1000	\$1020	\$1040	\$1060	\$1080
DUES	\$100	\$100	\$100	\$100	\$100
E 911 PHONE LINES	\$4800	\$4900	\$5000	\$5100	\$5200
REGULAR PHONES	\$2200	\$2245	\$2290	\$2335	\$2380
MAINTENANCE EQUIP	\$10,000	\$10200	\$10400	\$10600	\$10800
LIABILITY INSURANCE	\$2000	\$2040	\$2080	\$2120	\$2165
AUDIT FEES	\$1500	\$1530	\$1560	\$1590	\$1620
POSTAGE	\$200	\$204	\$208	\$212	\$216
PRINTING	\$500	\$510	\$520	\$530	\$541
OFFICE SUPPLIES	\$100	\$102	\$104	\$106	\$108
CONTINGENCY FUND	\$1000	\$1020	\$1040	\$1060	\$1080

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

(a) Pursuant to Section 3-cc, Article 1, Chapter 7 {7-1-3-cc} of the Code of West Virginia, 1931 as amended, a fee of \$2.50 per month per local exchange service line or line equivalent, except for the Tel-Assistance lines, is proposed. In addition, for each Centrex system the fee will be \$2.50 for each line up to eight (8) lines and then \$0.31 for each lines over eight (8). The proposed fee is to finance the projected costs of the Enhanced Emergency Telephone System. Such fee is proposed to be reduced when capital and installation cost have been recovered to offset recurring operational, maintenance and dispatcher costs only. Such fee is proposed to become effective on March 1, 1999.

(b) The County Commission of Pendleton County adopts and ratifies the contracts attached hereto as Appendix A and Appendix B for the billing of the Enhanced Emergency Telephone System Fee by Bell Atlantic and Spruce Knob Seneca Rocks Telephone, Inc.

(c) All fees remitted under the contracts referred to in subsection (b) above, are proposed to be deposited in a separate "Enhanced 9-1-1 Fund".

(d) The costs associated with establishing, equipping, furnishing, operating and maintaining the Public Safety Answering Point will be paid for by the "Enhanced 9-1-1 fund"

(e) Costs not payable from the Enhanced 9-1-1 fund, as well as fund-payable costs for which there is insufficient fund monies, shall be paid by the County Commission from general funds and/or appropriated grants, matching funds, donations, etc.

SECTION 7 - TELEPHONE COMPANIES

(a) Upon the adoption of this Plan, the terms and conditions of the telecommunications services and facilities provided by the telephone companies will be governed by 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 companies that will provide the services and facilities identified in subsection (a) are as follows:

Bell Atlantic West Virginia
Spruce Knob Seneca Rocks Telephone, Inc.

SECTION 8 - TARIFFS, RULES AND REGULATIONS, AND LAWS

The final plan for the Pendleton County Enhanced Emergency Telephone System will be supplemented and superseded by 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 THE PLAN WITH THE PUBLIC SERVICE COMMISSION

Upon completion and adoption of the final plan for the Pendleton County Enhanced Emergency Telephone System, the Pendleton County Commission will send a signed copy of such plan to the Public Service Commission of West Virginia.

c. In the event a customer of Spruce Knob Seneca Rocks Telephone, Inc. contends either that the fee is not owed by such customer or that such customer is owed a refund of such fee, Spruce Knob Seneca Rocks Telephone, Inc. shall refer the question to the Pendleton County Commission and

Spruce Knob Seneca Rocks Telephone, Inc. shall thereafter collect or refrain from collecting such fee as instructed in writing to do by the Pendleton County Commission. 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 Spruce Knob Seneca Rocks Telephone, Inc. billing service, it shall retain 2% of the fees collected before remitting the remainder to the Pendleton County Commission. For the purposes of this contract, "fees collected" shall mean the fees billed by Spruce Knob Seneca Rocks Telephone, Inc. less the fees uncollectible, which shall be calculated at Spruce Knob Seneca Rocks Telephone, Inc.'s current rate of uncollectible revenues for intrastate service.

4. The Pendleton County Commission shall indemnify and hold Spruce Knob Seneca Rock Telephone, Inc. harmless from and against any claims or suits arising out of, in connection with, or related to the Pendleton County Commission's authority to impose an Enhanced Emergency Telephone System fee as a result of a good faith mistake on the part of Spruce Knob Seneca Rocks Telephone, Inc. It is expressly understood that the foregoing indemnification shall include the responsibility to investigate and defend such claims, including payment of reasonable attorney's fees.

5. The Pendleton County Commission shall notify Spruce Knob Seneca Rocks Telephone, Inc. in writing at least ninety (90) days prior to the effective date of any changes in the amount of the Enhanced Emergency Telephone System fee.

6. The term of this contract shall be for one year. Such contract shall thereafter renew automatically for additional one year terms, subject to termination under paragraph 7.

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 address:

Pendleton County Commission
P. O. Box 1167
Franklin, WV 26807

Spruce Knob Seneca Rocks Telephone, Inc.
P. O. Box 100
Riverton, WV 26814-0100

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.

PENDLETON COUNTY COMMISSION

S. Thomas Mitchell
S. Thomas Mitchell, President

E. Paul Morton
E. Paul Morton, Member

Priscilla Mullenax
Priscilla Mullenax, Member

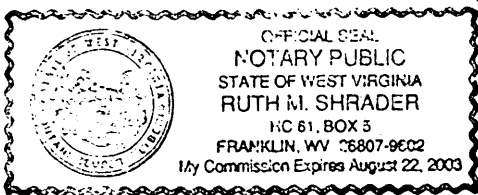
STATE OF WEST VIRGINIA
COUNTY OF PENDLETON, TO-WIT:

I, RUTH M. SHRADER, a notary public in and for the said county, do certify that S. THOMAS MITCHELL, E. PAUL MORTON, and PRISCILLA MULLENAX, who signed the writing hereto annexed for the Pendleton County Commission, have this day in my said county, before me, acknowledge the said writing to be the act and deed of the said commission.

Given under my hand this 17th day of November, 1998.

My commission expires: August 22, 2003

Ruth M. Shrader
Notary Public



SPRUCE KNOB SENECA ROCKS
TELEPHONE, INC.

By Paul N. Warner Pres,
Engine Avielle Inc

STATE OF WEST VIRGINIA
COUNTY OF Putnam, TO-WIT,

I, Vickie L. Colaw, a notary public in and for said county, do
certify that Paul N. Warner
Engine Avielle Inc, who signed the writing here to annexed for
Spruce Knob Seneca Rocks Telephone, Inc., has this day in my said county, before me,
acknowledge the said writing to be the act and deed of said corporation.

Given under my hand this 17th day of Nov., 1998

My commission expires: 12/26/02

Vickie L. Colaw
Notary Public

