

**E911  
INFORMATION**

**PUTNAM  
COUNTY  
COMMISSION**

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**TELECOMMUNICATIONS  
SECTION - PSC**

**PUTNAM COUNTY**

**ENHANCED EMERGENCY  
TELEPHONE SYSTEM**

**COMPREHENSIVE PLAN**

**FOR ENHANCED 9-1-1**

**SERVICE**

ADOPTED: July 11, 1988

AMENDED: June 10, 1998

**ORDINANCE CREATING  
COMPREHENSIVE PLAN FOR AN  
ENHANCED EMERGENCY TELEPHONE SYSTEM**

**ARTICLE I - GENERAL PROVISIONS**

**SECTION 1 - DEFINITIONS.**

As used in this ordinance unless the context otherwise clearly indicates, the following words and phrases shall have the meaning hereinafter set forth:

( a ) “County answering point” means a facility to which enhanced emergency telephone system calls for the county are initially routed for response, and where trained personnel respond to specific request for emergency service by directly dispatching the appropriate emergency service provider or transferring the call to the appropriate provider.

( b ) “Emergency service provider” means any emergency services organization of the county or its municipalities.

( c ) “Enhanced emergency telephone system” means a telephone system which automatically connects the person dialing 911 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 for which the call is being made, and upon direction from the personnel receiving the call routes such call to emergency service providers that serve that location.

( d ) “Public agency” means Putnam County and all incorporated municipalities of the county which provide or have authority to provide fire-fighting, police, ambulance, medical, rescue or other emergency services within the county. Those municipalities shall include, but shall not be limited to, Hurricane, Winfield, Buffalo, Eleanor, Bancroft, Poca and Nitro.

( e ) “Public utility” means Bell Atlantic Telephone Company and/or the Armstrong Telephone Company, unless otherwise specified, the public utility engaged in providing local exchange telephone service to consumers in Putnam County.

( f ) “Regulating agency” means the West Virginia Public Service Commission which, by law, regulates services provided by a public utility.

## **ARTICLE II - MINIMUM REQUIREMENTS**

Pursuant to Article 6, Chapter 24 of the West Virginia Code and General Order 187.3, Rules 8.01, 8.02 and 8.03, if the West Virginia Public Service Commission’s Rules and Regulations for the Government of Telephone Utilities, minimum requirements for the enhanced emergency telephone system in Putnam County shall include:

### **SECTION 1 - AVAILABILITY**

( a ) All territory in the county, including all municipal corporations in the county, provided local exchange service by the public utility shall be included in the enhanced emergency telephone system.

( b ) The emergency service providers of all public agencies that currently provide emergency services within the county will participate in the enhanced emergency telephone system.

### **SECTION 2 - COUNTY ANSWERING POINT**

( a ) The county answering point for the enhanced emergency telephone system will be

located in the Putnam County Office of Emergency Services, at #6 Courthouse Drive, Basement, Winfield, West Virginia, 25213.

( b ) County answering point will be connected to the public utilities network by designated facilities via ANI trunks and combinations voice and data circuits.

( c ) The county answering point will directly dispatch the police, fire, ambulance, rescue and emergency service calls for the following emergency service providers on a continuous 24-hour basis:

- ( 1 ) Putnam County Emergency Medical Service
- ( 2 ) Putnam County Fire Services
- ( 3 ) Putnam County Sheriff Department
- ( 4 ) Putnam County Office of Emergency Services
- ( 5 ) Eleanor Police Department
- ( 6 ) Poca Police Department
- ( 7 ) West Virginia State Police
- ( 8 ) Hurricane Police Department
- ( 9 ) Winfield Police Department

( d ) The chief executive officers of all other municipalities within the county shall have the option of joining the county answering point at any time by signing a participating agreement and sharing operating costs.

( e ) The chief executive officers of all other municipalities shall also have the options of (1) requesting the county answering point to dispatch a municipality's emergency service providers by radio, (2) accepting a voice transfer of the call at a municipality's own dispatch center, or (3)

arranging with the public utility to accept a call transfer on compatible computer terminals at a municipality's dispatch center from the central answering point.

### **SECTION 3 - OTHER ANSWERING POINTS**

( a ) Depending on the option elected by the public agency, other answering points may be established within municipalities who choose to dispatch their own emergency calls either during specific hours of the day or on a continuous basis.

### **SECTION 4 - DIRECT TELEPHONE ACCESS TO EMERGENCY SERVICE PROVIDERS**

( a ) Each public agency and/or emergency service provider participating in the system shall maintain a direct, incoming telephone number.

( b ) If trained personnel at the county answering point determine that a call is not an emergency, the personnel shall provide the caller with the direct, local number of the appropriate emergency service provider.

### **SECTION 5 - MISDIRECTED CALLS**

( a ) If at any time a call is incorrectly dispatched to an emergency service provider, the provider receiving the call shall either radio the correct local jurisdiction to respond to the call or advise the county answering point personnel to correctly dispatch the appropriate emergency service provider.

### **SECTION 6 - SPECIAL SERVICES**

( a ) Bell Atlantic Telephone Company shall ensure that the central answering point for the enhanced emergency telephone system has the necessary mechanical equipment to allow deaf persons access to the enhanced emergency telephone system.

( b ) All public utilities shall ensure, through installing a dial-tone-first option, that all coin operating telephones in Putnam County are equipped to permit a caller to dial 911 and initiate calls

to the county answering point without first having to insert a coin.

### **ARTICLE III - PROJECT COSTS**

#### **SECTION 1 - INSTALLATION COSTS**

( a ) Implementation and startup costs may be found in original ordinance dated July 11, 1988.

#### **SECTION 2 - ONGOING OPERATION AND MAINTENANCE COSTS**

- ( a ) Repairs for maintenance cost to maintain the E-9-1-1 telephone system.
- ( b ) Repairs for maintenance to maintain the radio dispatching equipment.
- ( c ) To upgrade equipment that is required by law and to provide good quality services to the citizen of Putnam County.

#### **SECTION 3 - ADMINISTRATIVE COSTS FOR FEE COLLECTION**

( a ) An administrative fee of two (2) percent will be charged against actual collections of the enhanced emergency telephone system fee each month by Bell Atlantic Telephone. The monthly fee will vary based on actual collections.

( b ) An administrative fee of two and six tenths (2.6) percent will be charged against actual collections of the enhanced emergency telephone system fee each month by Armstrong Telephone Company. The monthly fee will vary based on actual collections.

#### **SECTION 4 - FIVE YEAR SUMMARY**

( a ) Combining the costs of capital investment and ongoing maintenance expenses and allowing for a one percent cost variance per year, it is estimated that approximately \$1,980,000.00 will be collected and expended over sixty (60) months.

( b ) It is recognized that the public utility is required to file rate and tariff information with

the regulating agency. Further, it is recognized the special assembly rates quoted herein may be adjusted pursuant to any action by the regulating agency.

#### **ARTICLE IV - CONSUMER FEE**

##### **SECTION 1 - IMPOSITION OF FEE**

( a ) Pursuant to 7-1-3cc of the West Virginia Code, the Putnam County Commission shall increase the fee to \$1.50 per month per local exchange line to finance the costs for the relocation and maintenance costs of the enhanced emergency telephone system. Said fee shall be effective upon the regulating agency's authorization or July 1, 1998, whichever occurs first.

##### **SECTION 2 - FEE COLLECTION**

( a ) The enhanced emergency telephone system fee shall appear monthly on local exchange bills issued by the public utility and shall be collected by public utility along with other charges for services.

( b ) The Bell Atlantic Telephone Company shall monthly remit to the Putnam County Commission all fees collected for the enhanced emergency telephone system and the Commission shall deposit them in a special Enhanced 911 System Fund.

( c ) The Armstrong Telephone Company shall monthly remit to the Lincoln County Commission all fees collected for the enhanced emergency telephone system and the Commission shall deposit them in a special Enhanced 911 System Fund.

##### **SECTION 3 - FEE ADJUSTMENTS**

(a) The Putnam County Commission has adjusted the fee to help cover, the relocation of the Putnam County E-9-1-1 Center, update equipment purchase (911 telephone, radio equipment)



monthly maintenance cost, and dispatcher cost, which is our intent.

( b ) The Putnam County Commission shall adjust said fee to the level required to finance monthly services, maintenance, equipment, and dispatcher costs, as may be needed to protect the citizens of Putnam County.

## **ARTICLE V - RESOLUTION OF CONFLICTS**

### **SECTION 1 - REGULATORY AUTHORITY**

( a ) In the event of any conflict arising between public agency and the public utility regarding the enhanced emergency telephone system, the regulating agency shall, upon application by any party, resolve such conflict.

## **ARTICLE VI - LIMITATION OF LIABILITY**

### **SECTION 1 - PROTECTIONS**

( a ) Any public agency participating in the enhanced emergency telephone system established in Putnam County, and any officer, agent or employee of such public agency is not liable for damages in a civil action for injuries, death or loss of persons or property arising from any act or omission, except willful or wanton misconduct, in connection with the development and adoption of any plan or agreement made pursuant to this ordinance, or otherwise bringing into operation an enhanced emergency telephone system pursuant to this ordinance.

## **ARTICLE VII - PROHIBITIONS AND PENALTY**

### **SECTION 1 - MISUSE OF ENHANCED EMERGENCY TELEPHONE SYSTEM**

( a ) No person may knowingly use 911, the telephone number of the enhanced emergency telephone system in Putnam County, to report an emergency if he or she knows that no such an emergency exists.

( b ) No person may disclose or use, for any purpose other than for the enhanced emergency telephone system, any information contained in the data base used for the enhanced emergency telephone system pursuant to this ordinance.

( c ) Any person who violates any provision of this section is guilty of a misdemeanor, and, upon conviction thereof, shall be fined not less than two hundred dollars or no more than five thousand dollars, or imprisoned in the county jail not more than one year, or both fined and imprisoned.

## **ARTICLE VIII - ADOPTION PROCEDURES**

### **SECTION 1 - PUBLIC HEARING**

( a ) The Putnam County Commission shall conduct a public hearing regarding the plan outlined in this ordinance to explain the enhanced emergency telephone system and receive comments from other public officials and interested parties.

( b ) Copies of this ordinance shall be made available for public inspection in the offices of the County Commission and the County Clerk during normal working hours.

( c ) At least thirty (30) days, but no more than sixty (60) days, before the public hearing, the County Commission shall publish a notice in a newspaper of general circulation of the date, purpose and location of the meeting and identifying where a copy of the proposal may be examined.

### **SECTION 2 - ADOPTION**

( a ) At the conclusion of the public hearing, the Putnam County Commission will make a decision regarding the plan, under which the enhanced emergency telephone system will be adopted, taking into consideration all written or oral comments received.

### **SECTION 3 - AMENDMENTS**

( a ) The final plan adopted as a result of this ordinance shall be amended only after notice of the proposed amendments is given, as provided in Article VIII, Section 1. The only changes excepted from the formal amendment process shall be any action to lower the consumer fee charged, any rate and tariff adjustment by the regulating agency or adjustment to the startup payoff schedule that does not require any increase in the consumer fee, or any agreement entered into with public agency regarding participation in the county answering point or specific arrangements for handling a municipality's emergency calls.



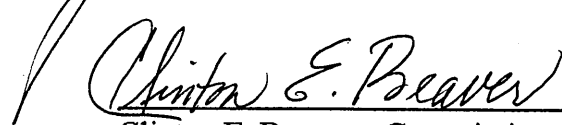
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Stephen Hodges, Jr., President



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James H. Caruthers, Jr., Commissioner



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Clinton E. Beaver, Commissioner

AMENDMENT

The Putnam County Commission and Bell Atlantic - West Virginia, Inc., formally The Chesapeake and Potomac Telephone Company of West Virginia, hereby agree to amend the Billing contract between them dated August 22, 1988 ("the Contract") as follows:

1. The amount of the fee to be billed by Bell Atlantic shall be changed to one dollar and fifty cents (\$1.50). Such change shall be effective no sooner than November 1, 1998.
2. The term of the Contract, as set forth in Paragraph 6 thereof, shall be modified to renew automatically for successive one-year terms, unless either party notifies the other party of its intention to terminate the Contract at least thirty (30) days prior to the expiration of the then-current term. Each party shall, however, retain the right to terminate the Contract at any time in accordance with the provisions of Paragraph 7 thereof.

In all other respects, the provisions of the Contract shall remain in full force and effect.

PUTNAM COUNTY COMMISSION

By *[Signature]*

*Clinton Beaver*

*[Signature]*  
Its Commissioners

*July 15 1998*  
Date

BELL ATLANTIC - WEST VIRGINIA, INC.

By *Greg Florence*

Its Account Executive

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