

**E911
INFORMATION**

**RALEIGH
COUNTY
COMMISSION**

County Commission of Raleigh County



116 ½ North Heber Street
Beckley, West Virginia 25801-4522



03:24 PM APR 28 2017 PSC EXEC SEC DIV

COMPREHENSIVE PLAN FOR ENHANCED EMERGENCY TELEPHONE SERVICE

ORIGINAL

Amendment – Consumer Fee

After properly advertising a public hearing held on Tuesday, April 18, 2017, at 10:00 AM, the County Commission of Raleigh County opened the hearing to receive comments either for or against the proposed increase in the fee charged for the enhanced emergency telephone system.

The Raleigh County Emergency Services Authority asked for a \$2.00 increase to the \$3.00 landline fee.

At the conclusion of the hearing and there being no public comments either for or against the proposed increase, the County Commission of Raleigh County voted unanimously to amend the landline fee. The Amendment reads: The County Commission of Raleigh County shall impose a fee of five dollars (\$5.00) per local exchange line (landline) and the Centrex System will be a fee of \$0.63 per line.

These fees will be used to partially finance the necessary upkeep/upgrade of equipment, upkeep/maintenance of towers and buildings and maintaining the operations of the Raleigh County Emergency Services Authority. Said fee shall be effective April 18, 2017.

Said amendment shall be forwarded to the West Virginia Public Service Commission for review and consideration.

Dated: April 18, 2017.

Handwritten signature of Byrd E. White, III in cursive.

Byrd E. White, III President

Handwritten signature of Linda K. Epling in cursive.

Linda K. Epling, Commissioner

Handwritten signature of David L. Tolliver in cursive.

David L. Tolliver, Commissioner

SEP 28 00 05:17a RALEIGH COUNTY 311 255-9117 P.2

FIBERNET

September 25, 2000

Jack Bowden, Jr., Director
Raleigh County Emergency Services
P.O. Box 1513
Beckley, WV 25802-1513

Re: Collection and Remittance of Enhanced 911
Fee to Raleigh County

Dear Mr. Bowden:

I am contacting on behalf of FiberNet, LLC ("FiberNet") regarding the collection and remittance of the Raleigh County's Enhanced 9-1-1 fee. With recent improvements to our billing system, FiberNet will soon be capable of billing and collecting Raleigh County's E-911 fee.

In this regard, FiberNet has also amended its current local exchange services tariff in order to incorporate certain model language proposed by Dannie L. Walker of the Public Service Commission. This particular tariff language is scheduled to become effective on or about October 1, 2000, and has been attached hereto for your reference.

Accordingly, would you please outline the appropriate procedures to be followed by FiberNet for remittance of the collected E-911 fees to Raleigh County. Of particular importance to FiberNet would be the identity of the individual or financial institution to whom Raleigh County wishes these fees to be sent.

Thank you in advance for your prompt consideration of this request. If you have any questions, please feel free to contact me at your convenience. I may be reached directly by telephone at (304) 720-2159.

Sincerely,



STEVEN HAMULA
Director of Regulatory Affairs
FiberNet, LLC

SH/s
Attachment

-MODEL TARIFF-

Page 1 of 3

EMERGENCY SERVICES (Enhanced 9-1-1)

- A. Billing, collection, dispersal of Enhanced 9-1-1 fee
1. The Company shall act as the billing agent for the applicable Enhanced 9-1-1 fee(s) for each county in which Company provides local exchange telephone service while such county has an Enhanced 9-1-1 ordinance in effect.
 2. The Enhanced 9-1-1 fee shall appear as a separate line item on each regularly issued local exchange service telephone bill rendered by the Company. The amount and the application of the fee shall conform to the current Enhanced 9-1-1 ordinance of the county in which the service, for which the bill is rendered, is provided. Where a single bill is rendered for multiple lines, the total applicable fee amount may appear as a single line item on the bill.
 1. The Enhanced 9-1-1 fee shall be due and payable on the same bases, except for denial, disconnection or interruption of service considerations, as the charge(s) levied for local exchange access service.
 2. Except as specified in the applicable county Enhanced 9-1-1 ordinance, the Enhanced 9-1-1 fee shall be applied to each telecommunications line which is configured so as to receive dial tone from the end office serving the line. The following are considered telecommunications lines for the purposes of application of the Enhanced 9-1-1 fee:
 - (2) Tariffed and special assembly access lines, both business and residence;
 - (3) Semi-public telephone service access lines;
 - (3) Access lines connected to customer owned public telephones;
 - (4) PBX trunks;
 - (5) CENTREX lines, with the proviso that, except where specified otherwise in a county Enhanced 9-1-1 ordinance, a PBX trunk equivalent of eight (8) CENTREX lines to one (1) PBX trunk shall be used for fee application. Fractional amounts shall be rounded up to the nearest whole cent amount. For example, where the fee is \$1.75, each

CENTREX line would be billed 22¢ unless the applicable county Enhanced 9-1-1 ordinance specified otherwise

(i) Application of the CENTREX 9-1-1 fees is done on an account by account (per county) basis. Within a given county, location of the CENTREX lines' customer termination points is irrelevant as long as all of the lines are on a single account.

(ii) For example, if a subscriber has 5 service locations in Alpha County (for this example, Alpha County charges the full 9-1-1 fee [which is \$2.00 in the example] for the first 8 CENTREX lines and 1/8 of the fee for additional CENTREX lines) and has 4 CENTREX lines at each location and only one account, he or she will pay 8 times \$2.00 + 12 times 25¢ (25¢ is 1/8 of the full Alpha County business 9-1-1 fee of \$2.00) for a total of \$19.00 per month. If the customer has a separate account at each location he or she will pay \$2.00 times 4 on each of the 5 accounts for a total monthly payment of \$40.00. In this example, if one of the 5 locations is in another county, the 9-1-1 fee must be figured on those 4 lines separately even if all 5 locations are on a single account. This would reduce the Alpha County 9-1-1 monthly fee total to 8 times \$2.00 + 8 times 25¢ for a total of \$18.00. The total monthly 9-1-1 fee paid by the multi-county customer would be that \$18.00 plus whatever the fee amount would be for the location in the other county.

- (6) Lines used by Company for official business and Company public telephone lines shall be exempted from otherwise applicable Enhanced 9-1-1 fees.
5. Company shall remit to the county, in the manner specified by the County Commission (e.g., mailed check, electronic fund transfer, etc.) and by the last business day of each month (unless the County Commission specifies in writing that less frequent remittance of Enhanced 9-1-1 fee revenues is acceptable), all Enhanced 9-1-1 fees collected by Company for such county during the preceding month or otherwise applicable period, less a billing and collection fee of 3% of the monies collected. The County Commission shall specify the person, agency, bank, etc. to whom

-MODEL TARIFF-

or which Company shall remit the Enhanced 9-1-1 fee revenue. A County Commission may, upon 60 calendar days notice to Company, change the manner in which, the frequency whereby and/or the recipient to which Company remits Enhanced 9-1-1 fee revenues to the county.

6. If a subscriber notifies Company, in writing, that he or she refuses to pay the Enhanced 9-1-1 fee, Company shall remove all fee amounts from the customer's account, shall cease billing the Enhanced 9-1-1 fee to the customer's account and shall, as soon as feasible, notify the affected county. Fee billing shall remain halted until such time as the subscriber notifies the Company that fee billing should resume. The Company shall not back bill any Enhanced 9-1-1 fee amounts which would have been billed during the period of fee billing cessation or which were removed from the customer's account, as described above. The county is responsible for collection of Enhanced 9-1-1 fee amounts not billed by Company due to a subscriber's refusal to pay.
7. Except where written refusal to pay the Enhanced 9-1-1 fee has been provided, Company shall back bill all unpaid fee amounts.
8. Failure to pay the Enhanced 9-1-1 fee shall not constitute cause for refusal or denial of service by Company.
9. Except where the subscriber has informed the Company, in writing, that the subscriber refuses to pay the Enhanced 9-1-1 fee, when a subscriber makes only partial payment of a phone bill, the Enhanced 9-1-1 fee shall be the first item covered by the partial remittance.
10. A full month's Enhanced 9-1-1 fee shall be billed even for a fractional month's service.
11. The Company shall be given a period of at least 90 calendar days in which to put into effect any change in the amount of a county's Enhanced 9-1-1 fee(s).
12. The Company shall, for a period of time of no less than two years prior to the current date, and in accordance with generally accepted accounting principles and practices, keep full and appropriate records, by month and by county, of Enhanced 9-1-1 fee amounts billed, collected and disbursed. Such records shall be made reasonably available to appropriate county, state and Public Service Commission officials for legitimate auditing purposes.