

**E911
INFORMATION**

**ROANE
COUNTY
COMMISSION**



Roane County Commission

200 Main Street
Spencer, WV 25276
304 927-0078

jeuraud@commission.state.wv.us

Melissa O'Brien, President

Gary A. Mace

Merlin Shamblin



PLAN FOR ENHANCED EMERGENCY
TELEPHONE SERVICE

Amendment to Section 6(a)

After properly advertising a public hearing held on Tuesday, September 22, 2015, at 6:30 p.m., the Roane County Commission opened the hearing to receive comments either for or against the proposed increase in the fee charged for the enhanced emergency telephone system. The final hearing was held on October 13, 2015 at 6:30 p.m.

As per the original Plan for Enhanced Emergency Telephone Service, Section 6, Imposition of Fee; Adoption of Billing Contract; Establishment of Separate E-911 Fund; Payment of Costs Not Recovered Through Fee, Item a-"The Imposition, pursuant to article one, chapter seven, section three-cc (7-1-3cc) of the West Virginia code, of a fee of \$1.75 per month per local exchange service line or equivalent, except for Tel-Assistance lines, is proposed to finance the projected costs of the capital installation and maintenance costs of the enhanced emergency telephone system. Such fee is not proposed to be used to offset the costs associated with the establishing, furnishing, operation or maintaining of the county answering point. Such fee is proposed to become effective beginning on February 1, 1995."

At the conclusion of the hearing and there being no public comment either for or against the proposed increase, the Roane County Commission voted unanimously to amend Section 6(a) to read: The imposition, pursuant to article one, chapter seven, section three-cc (7-1-3cc) of the West Virginia code, of a fee of \$3.25 per month per local exchange service line or equivalent, will be utilized to cover the following cost areas associated with the enhanced 911 system:

1. Payment of wages, related payroll costs and benefits for all employees whose employment is directly associated and connected to the enhanced 911 system.
2. All telephone company charges associated to and connected to providing services for the enhanced 911 system.
3. Costs associated with providing training for personnel employed to operate the enhanced 911 system.
4. Costs associated with the purchase, replacement, enhancement, repair and/or maintenance of enhanced 911 telecommunications equipment, including computer and other electronic equipment associated with the enhanced 911 database and/or other direct operational aspects of the enhanced 911 system.
5. Radio equipment, including spare equipment, used in the dispatching of emergency service providers pursuant to calls to 911 and/or transferring or relaying 911 calls or information related to such calls.
6. Costs associated with emergency power generation, transmission and control equipment.
7. Any other reasonable cost(s) associated with the establishing, equipping, furnishing, operating or maintaining of the county answering point.

Said fee shall be effective November 1, 2015.

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

Dated: October 13, 2015

Melissa O'Brien
President

Gary Mace
Commissioner

Merlin Shamblin
Commissioner



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AGREEMENT FOR MAINTENANCE SERVICE OF
ENHANCED 911 CUSTOMER PREMISE EQUIPMENT
AGREEMENT NO. 2001-170802

TELECOMMUNICATIONS
SECTION - PSC

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

WHEREAS, Customer desires to obtain and Verizon desires to provide maintenance service ("Maintenance Service") on the Customer-owned 911 Enhanced Customer Premise Equipment ("CPE") described in Exhibit A, and the parties desire to define the terms and conditions under which such equipment will be maintained and serviced by Verizon;

NOW THEREFORE, the parties hereto, intending to be legally bound and in consideration of the mutual covenants contained herein, agree as follows:

1. PAYMENT

Customer shall be billed monthly in advance for CPE Maintenance Service as defined in Exhibit A ("Monthly Maintenance Price"); the monthly payment will be due upon contract signing. If Customer does not pay any monthly invoice balance in full within 30 days of receipt, Customer will owe Verizon 1½% per month (or the maximum rate allowed by law, if lower), on the unpaid balance, prorated daily, until the balance is paid in full. Customer understands that the Monthly Maintenance Price does not include tax, and Customer must pay all tax applicable to this service.

2. PRODUCT PERFORMANCE

Verizon represents during the service period, the CPE described in Exhibit A will perform substantially as designed by the manufacturer. THIS WARRANTY IS EXCLUSIVE AND NONTRANSFERABLE. VERIZON SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

CUSTOMER MAY NOT CANCEL THIS CONTRACT AND SEEK A REFUND.

3. MAINTENANCE COVERAGE

Maintenance Service covers CPE failure caused by normal wear and tear. Customer's maintenance coverage entitles Customer, at Verizon's option, to CPE repair or replacement without additional charge for parts or labor. Verizon will provide necessary replacement parts and any parts replaced become Verizon's property. Customer must provide Verizon the access it requires for competent and workmanlike maintenance. Verizon may require Customer to pay an additional charge for Customer delays of its maintenance personnel.

4. RESPONSE TIME

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 CPE failure 24 hours a day, 7 days a week to the Verizon Maintenance Hotline number as Verizon designates to Customer in writing. The Hotline is Customer's direct source for all information concerning CPE repair and replacement. If Verizon determines via the Hotline that Customer has a major failure, Verizon has the option to service the failure remotely and/or to dispatch a service technician to Customer's premises within four (4) hours of notification. If Verizon

4/27/2001

determines that Customer does not have a major failure, Verizon will respond by the end of the next business day. Repairs deemed minor and performed on Verizon's holidays or outside of the specified Maintenance hours will be made at an additional charge.

Verizon will respond to Maintenance Service within the hours indicated unless remote maintenance has earlier repaired the failure or made it non-major. If Verizon fails to meet its Maintenance commitment, Verizon will agree to credit Customer a pro-rated amount of the annual maintenance charge by determining the percentage of Verizon's response that was untimely over the course of the renewal term and multiplying the percentage by the annual charge to arrive at Customer's credit. Response Time elapses only during the service availability hours. Except as provided in this paragraph, Verizon will not be responsible for the consequences of its failure to meet response times.

5. **MAINTENANCE NOT COVERED**

Maintenance Service does not cover CPE failure caused other than by normal wear and tear, including failure caused by acts, omissions or events beyond Verizon's control, such as power failure or surges. Customer forfeits all Maintenance Service rights and Verizon will not be held liable if, during the Maintenance Service Period, Customer or a third party: (a) fails to follow applicable installation, operation, maintenance, or environmental requirements; (b) alters, upgrades, modifies, enhances, repairs or disassembles the CPE without Verizon's written consent; (c) neglects, abuses, misuses or damages the CPE; or (d) relocates CPE entitled to on-site maintenance without Verizon's written consent. Customer shall reimburse Verizon for any replacement of Equipment or costs incurred by Verizon pursuant to provisions of this paragraph.

Verizon will service non-covered failures at Customer's request for an additional charge. If upon Customer's request Verizon dispatches a service technician to Customer's premises and Verizon determines that there is no CPE failure or that the failure is not covered by Verizon's Maintenance Service, Verizon shall charge Customer its then current time and materials fees.

Maintenance Service also does not include supplementing, rearranging, relocating, modifying, upgrading, removing the CPE or providing printers. At Customer's request, Verizon will perform these and like activities at an additional charge. Regardless of who performs these activities, if they increase the cost of maintenance or are likely to cause safety hazards or CPE malfunctions, Verizon is entitled to increase its Monthly Maintenance Price and/or to correct the hazard at an additional charge.

6. **CUSTOMER'S RESPONSIBILITIES**

It shall be the responsibility of the Customer to provide and maintain an appropriate, secure site for the location of the CPE, including maintenance spares stored at Customer's site, and the bonding, grounding, power and environmental conditions necessary for the optimum operation of the CPE. Customer will be responsible for providing adequate floor space and power supplies and for maintaining environmental conditions suitable for housing the CPE. Customer shall also be responsible for maintaining a static-free environment by keeping the humidity at the proper levels and by using static guards such as floor mats or wrist straps when using the E911 positions. Customer agrees to comply with Verizon's and/or the equipment manufacturer's environmental specifications and requirements in order for the CPE to function properly. Verizon shall not be responsible for CPE failures caused by Customer's breach of this section.

Handwritten signature

7. TERM AND MAINTENANCE RENEWAL

The term of Customer's Maintenance Service shall be for thirty six (36) consecutive months commencing March 12, 2001. Maintenance Service shall be automatically renewed for one (1) year terms at Verizon's then current rates, unless either Customer or Verizon declines renewal before the end of the current term, or Customer signs a new Agreement with Verizon for term Maintenance Service. Verizon will notify Customer in writing of changes in maintenance coverage, including price, prior to any renewal term. Customer's continuing obligations under this Agreement do not expire, even if Customer declines to renew maintenance coverage.

8. MAINTENANCE RENEWAL CHARGES

Verizon will send Customer an invoice for Maintenance Service prior to the start of each renewal term. Customer agrees to pay the initial Monthly Maintenance Price in full within 30 days of receipt of the invoice, unless Verizon otherwise specifies. If Customer does not pay any invoice in full when due, Customer will owe Verizon an additional 1½% per month (or the maximum rate allowed by law, if lower) prorated daily, until the balance is paid in full. Customer understands that the Monthly Maintenance Price does not include tax, and that Customer must pay all applicable taxes.

9. SPARE PARTS

Verizon shall provide the spare parts listed on Exhibit A. Customer must provide Verizon the access it requires for competent and workmanlike maintenance and parts replacement. In no event shall Verizon be liable to Customer due to the unavailability of spare or replacement parts. If neither repairs or spare parts are available to continue maintenance of the CPE, then Customer's sole remedy shall be the termination of the Maintenance Service. Risk of loss to the CPE and spare parts at the Customer's site shall be borne by the Customer.

10. LIMITATION OF LIABILITY

Verizon's entire liability to Customer arising out of the services performed, including liability for its negligent or other acts or omissions, shall be limited to the purchase price of the Services giving rise to the claim. Regardless of the legal or equitable basis of Customer's claim or of actual notice, Verizon nor its suppliers shall be liable for any special, indirect, consequential, incidental or punitive damages arising in connection with this Agreement or the provision of any Services, whether claim is sought in contract, tort (including negligence), strict liability or otherwise. Customer's claims must be brought within one (1) year of the date Verizon provides the service giving rise to the claim (or within the time period required by law, if longer). Customer agrees to indemnify Verizon for any loss or damages sustained by Verizon, including reasonable attorney's fees and expenses, for injuries or property damage sustained by Verizon while on Customer's premises, except when due to Verizon's negligence or willful misconduct. Neither party shall be liable to the other for nonperformance caused by delays, losses, damages, failures, fires, floods, unusually severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or any other consequences of acts, omissions, or events beyond its control.

11. 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 approve 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.
- d. Verizon may, at its option, terminate this whole Agreement in the event of a partial non-renewal by the Customer during any fiscal year of the Customer covered by the term of this Agreement.

12. 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 governmental resolutions necessary to purchase the maintenance coverage.
- b. Any variance from this Agreement in Customer's purchase orders is of no effect. Any supplement to this Agreement must be in writing and signed by both parties to be effective.
- c. If any portion of this Agreement is held unenforceable, the remainder shall continue in full force and effect.
- d. All of Customer's obligations under this Agreement survive the termination or expiration of this Agreement.
- e. Customer agrees that any incidental maintenance coverage Verizon furnishes is accepted and governed by this Agreement.
- f. Verizon may maintain the CPE with subcontractors Verizon selects.
- g. Verizon may assign or transfer this Agreement, in whole or in part, or its right to receive monies under it to any party. Provided Customer provides Verizon with reasonable prior written notice, Customer may assign this Agreement to any governmental entity that is the successor to substantially all of its assets and all of its authority.
- h. A failure by either party to exercise its rights is not a waiver.
- i. Notification or consent required by this Agreement must be in writing to be effective.
- j. This Agreement is governed by the laws of, and Customer consents to venue and jurisdiction in West Virginia.
- k. This Agreement is the entire agreement between Verizon and Customer. It supersedes, and Customer warrants to Verizon that Customer is not relying on, any prior written or oral agreements, representations or understanding regarding the maintenance coverage.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

ROANE COUNTY, WEST VIRGINIA
4/27/2001

VERIZON WEST VIRGINIA

By: H. Robert Miller III

Name: H. Robert Miller III

Title: Director

Date: May 10, 2001

Address: 205 E. Main Street
Spencer, WV 25276

BTN: 304-344-6700

By: 

Name: Norm Kristic

Title: Sales Mgr. - Enterprise Solutions Group

Date: 9.25.01

EQUIPMENT DESCRIPTION, LOCATION & RATES

1. CUSTOMER NAME: Roane County, West Virginia
2. EQUIPMENT LOCATION: Roane County 911 Center
205 E. Main Street
Spencer, West Virginia 25276
3. MAINTENANCE TERM: Thirty six (36) months commencing March 12, 2001
4. MONTHLY MAINTENANCE PRICE: \$ 1,005.00
5. MINIMUM REVENUE GUARANTEE: \$ 36,180.00 over the life of the Agreement
6. EXISTING EQUIPMENT DESCRIPTION: Modular ANI/ALI Retrieval System (MAARS) equipped as follows:

<u>Quantity</u>	<u>Description</u>
2	Line Interface Units
1	Remote Maintenance Unit
1	Data Base Unit
1	Alarm Reporting Unit
1	Program Storage Cartridge
2	Equipment Cabinets
1	Call Records Unit
1	Remote Print Unit
1	Key Service Unit Equipped with Power Supply, Interrupter
1	Palm Top Fax Modem
2	Power Supply Units
3	20 Button Electrokey Answering Positions
3	MARRS VIEW (3 Desktop Units)
4	Trunk Interface Units

7. SPARE PARTS: Verizon will purchase the following equipment to be used as spare parts at Customer's Equipment location:

<u>Quantity</u>	<u>Description</u>
1	EK 20L Desk
1	MAARSview Dsk
1	MAARS Fuse Kit
3	Handsets w/cords
1	TIU
1	LIU
1	RMU
1	DBU
1	CRU
1	PSU
1	APU

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**AGREEMENT FOR EQUIPMENT FOR USE
WITH EMERGENCY NUMBER 911 SERVICE**

This Agreement is made by and between The Chesapeake and Potomac Telephone Company of West Virginia ("C&P") and Summers County Commission ("Customer").

1. Purpose

The purpose of this Agreement is to allow C&P to file a "Plan B" Individual Contract 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, and to set forth other terms and conditions relating to the provision of such equipment and its potential sale to the Customer.

2. "Plan B" Filing; Description of Equipment

The terms and conditions to be filed by C&P with the Public Service Commission of West Virginia are set forth in Exhibit A to this Agreement. The equipment to be provided by C&P is specifically described in Exhibit B to this Agreement.

3. Regulatory Body Filing and Approval

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

4. Other Terms and Conditions

- a. The parties expressly acknowledge and agree that all applicable terms and conditions in C&P's tariffs on file with and approved by the Public Service Commission of West Virginia, including but not limited to the limitations of liability and termination liability provisions contained in C&P's tariffs, 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 monthly rates shall include all charges for installation and ongoing maintenance of the equipment, except as may be otherwise provided by tariff.
- c. The Customer may, at any time during the 84 month term of this Agreement, elect to purchase the equipment, and thereby terminate this Agreement, upon thirty (30) days written notice to C&P. The purchase price for the equipment shall be equal to the sum of (i) \$83,500, reduced by 1/84th for each full month the equipment has been in service under this Agreement, plus (ii) \$500. Risk of loss shall pass to the Customer effective as of the date of the notice of the Customer's election to purchase, except as may be otherwise provided by tariff.
- d. C&P shall use reasonable efforts to install the equipment within one hundred twenty (120) days after the anticipated filing with the Public Service Commission of West Virginia, expressly excepting delays due to acts of God, strikes, 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.
- e. OTHER THAN AS MAY BE PROVIDED BY TARIFF, ANY GUARANTEES AND WARRANTIES (INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), WHETHER WRITTEN OR ORAL OR IMPLIED IN FACT OR IN LAW, ARE HEREBY EXPRESSLY EXCLUDED.
- f. EXCEPT AS MAY BE OTHERWISE PROVIDED BY TARIFF, C&P SHALL IN NO EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS.
- g. To the extent, if any, that the Constitution of the State of West Virginia or any statute prevents the Customer from entering into any contract that would obligate its funds beyond the present fiscal year, the following provisions shall apply:

"PLAN B" INDIVIDUAL CONTRACT PUBLIC SERVICE COMMISSION FILING

Summers County Commission

Date of Contract: 6-2-95

Contract Termination Date: 84 Months After Installation

Contract Charge: \$2,210 Monthly

DESCRIPTION OF EQUIPMENT

- Modular ANI/ALI Retrieval System (MAARS)

Equipped with:

- * ONE (1) Remote Maintenance Unit
- * ONE (1) Data Base Unit
- * ONE (1) Alarm Reporting Unit
- * TWO (2) Power Supply Units
- * ONE (1) Program Storage Cartridge
- * ONE (1) Equipment Cabinet
- * ONE (1) Call Records Unit
- * ONE (1) Remote Print Unit
- * Four (4) Trunk Interface Units
- * Two (2) 20 Button Flushmount Electrokey Answering Positions
- * ONE (1) Key Service Unit Equipped With Power Supply, Interrupter
- * Two (2) MAARS VIEW (Flushmount Monitors)
- * FOUR (4) Line Interface Units
- * NECESSARY CABLING
- * Customer to provide one (1) standard serial printer device.

ORDINANCE
AMENDMENT

RECEIVED
JUN 22 1999

TELECOMMUNICATIONS
SECTION - PSC

A meeting will be held Tuesday June 8, 1999 at 6:30 PM in the Roane County Courthouse Commission room to discuss amendments to the ordinance of the Roane County enhanced emergency telephone system.

Whereas, article one, chapter seven, section 3cc (7-1-3cc) 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, section one (6-24-1 et. al.) Of the West Virginia code 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 the implementation of such an enhanced emergency telephone system may be adopted;

Now, therefore be it ordained by the County Commission of Roane county, West Virginia, pursuant to and in accordance with article one, chapter seven, section 3cc (7-1-3cc) and article six, chapter twenty-four (6-24-1 et. al.) of the West Virginia code, the following:

That a copy of the proposed amendments attached hereto be made available for examination by the public at the County Clerk's office and the Administrative Assistant's office, in the Roane County courthouse, during regular business hours;

That a public meeting be scheduled to be held at the Roane County Courthouse Commission room on Tuesday, June 8, 1999 at 6:30 PM in order to receive comments from other public officials and interested persons;

An advertisement notifying the public of the date, place and purpose of such meeting and the location where the proposed amendment may be examined was placed in the county newspaper, at least thirty days, but not more than sixty days before time of such meeting.

Plan for and Enhanced Emergency Telephone System for: Roane County, West Virginia.

SECTION 1 - DEFINITIONS

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

- (a.)** “County answering point” means a facility to which enhanced emergency telephone system calls for a 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 for relaying a message to the appropriate provider or transferring the call to the appropriate provider.
- (b.)** “County Commission” means the County Commission of Roane County, West Virginia.
- (c.)** “County” means Roane County, West Virginia.
- (d.)** “Emergency service provider” means any emergency services organization or public safety unit.
- (e.)** “Enhanced emergency telephone system” means a telephone system that 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, routes such call to emergency service providers that serve the location from which the call is made.
- (f.)** “Telephone company” means a public utility that is engaged in the provision of telephone services.

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, is proposed to be included in the system.
- (b.) The municipal corporations included in the system are proposed to include, but not be limited to, Spencer and Reedy.

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 a day.
- (b.) The location of the answering point is to be **205 EAST MAIN STREET, SPENCER, WEST VIRGINIA.**
- (c.) All areas covered by Roane County 9-1-1 will be answered at the answering point.
- (d.) The answering point will be required to respond to calls, “by directly dispatching an emergency provider” or “by transferring the call to the appropriate provider” or “by relaying a message to the appropriate provider”.
- (e.) The county answering point is proposed to be connected to each telephone company’s telephone network by the CALLS system.

SECTION 4 - EMERGENCY SERVICE PROVIDERS; HANDLING OF MISDIRECTED CALLS

- (a.) Every emergency service provider that provides emergency service within the territory of the county will, if this proposal is adopted as a final plan for an enhanced emergency telephone system, be required to participate in the enhanced emergency telephone system.
- (b.) The emergency service providers referred to in subsection (a) shall include, but not be limited to all fire, medical, and law enforcement emergency service providers operating in Roane County, West Virginia.
- (c.) In the event of a dispute between the County and one or more emergency service providers, such dispute, upon application to the Public Service Commission of West Virginia by any party to the dispute, may be resolved by order of the Public Service Commission of West Virginia.
- (d.) Each emergency service provider when responding to a misdirected call will re-contact the dispatcher, who will then re-contact the caller, as necessary and feasible, to provide more accurate or corrected information. The dispatcher shall dispatch correct emergency service provider(s) as soon as possible.
- (e.) Each emergency service provider participating in the system will, if this proposal is adopted as a final plan, be required to maintain a telephone number in addition to the one provided in the system.

SECTION 5 - PROJECTION OF COSTS

- (a.) The initial capital, installation and related costs such as, training, dispatch consoles, and computer equipment, of the enhanced emergency telephone system are to be no more than \$80,000 of the phone fees.
- (b.) The annual costs of the first five (5) years of recurring maintenance and dispatch operation are projected to average no more than \$150,000.

- (c.) The initial costs associated with establishing, equipping and furnishing the county answering point is projected to be no more than \$4,000 for electrical wiring, furnishings and administrative phones.
- (d.) The annual costs of operating and maintaining the answering point for the first five (5) years are projected to be furnished and paid for by the Roane County Commission and the City of Spencer, West Virginia.
- (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 no more than \$2,000 per year, averaged over five (5) years.

SECTION 6 - IMPOSITION OF FEE; ADOPTION OF BILLING CONTRACT; ESTABLISHMENT OF SEPARATE E-911 FUND; PAYMENT OF COSTS NOT RECOVERED THROUGH FEE

- (a.) The imposition, pursuant to article one, chapter seven, section three-cc (7-1-3cc) of the West Virginia code, of a fee of \$1.75 per month per local exchange service line or equivalent, except for Tel-Assistance lines, is proposed to finance the projected costs of the capital installation and maintenance costs of the enhanced emergency telephone system. Such fee is not proposed to be used to offset the costs associated with the establishing, furnishing, operation or maintaining of the county answering point. Such fee is proposed to become effective beginning on February 1, 1995.
- (b.) The County Commission of Roane County proposes to enter into contracts with Bell Atlantic and Citizens Telecom for the billing of the enhanced emergency telephone system fee.
- (c.) All fees remitted under the contract referred to in subsection (b) are proposed to be deposited in a separate "E-911 fund".

- (d.) The costs associated with establishing, furnishing, and maintaining the county answering point are proposed to be paid for by the City of Spencer, West Virginia and the County of Roane.

SECTION 7 - TELEPHONE COMPANIES

- (a.) Upon the adoption of this proposal as a final plan, the terms and conditions of the telecommunications services and facilities provided by the telephone companies 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 companies that are proposed to be providing the services and the facilities identified isubsectionon (a) above, are Bell Atlantic and Citizens Telecom.

SECTION 8 - TARIFFS, RULES AND REGULATIONS, AND LAWS

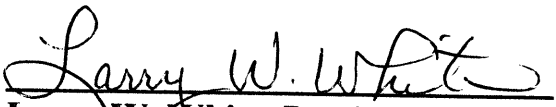
The final plan will be supplemented and superseded by thapplicabile tariffs on file with and approved by the Public Service Commission of West Virginia, the rules, regulations and orders of the Public Service Commission of West Virginia, and the laws of the State of West Virginia. Such tariffs, rules, regulations, orders and laws will be deemed incorporated in the final plan as if fully set forth therein.

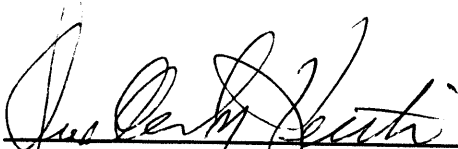
SECTION 9 - FILING OF THE PLAN WITH THE PUBLIC SERVICE COMMISSION


Upon completion and adoption of the final plan, with amendments, the Roane County Commission will send a copy of such plan to the Public Service Commission of West Virginia.

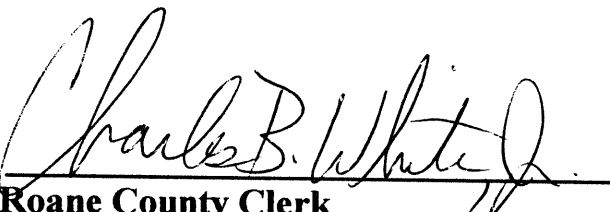
Adopted by the Roane County Commission the 15th day of November, 1994

Amended by the Roane County Commission the 8th day of June, 1999.


Larry W. White, President


Quellen M. Keith, Commissioner


Richard J. Lance, Commissioner

Attest: 
Roane County Clerk

