

**E911  
INFORMATION**

**TUCKER  
COUNTY  
COMMISSION**

**RECEIVED**

MAR 14 2002

TELECOMMUNICATIONS  
SECTION - PSC

# Tucker County

## Enhanced 911

### Ordinance

Presented at a Public Hearing March 4, 2002, 7:00 p.m. at the Tucker Co. Senior Center, Parsons

## **ENHANCED 911 COUNTY ORDINANCE**

An ordinance of Tucker County providing for a proposal for an enhanced emergency telephone system, for holding of a public meeting and for placement of an advertisement notifying the public of such meeting and of the location at which a copy of 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 of 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 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 Tucker 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 company providing local exchange service within the Tucker County and to local emergency service providers and that the county commission seek the advice of such company 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 Tucker County Courthouse, Hambleton Post Office, Hamrick PSD, Thomas City Hall, Davis City Hall and the Canaan Valley Store;

That a public meeting be scheduled to be held at the Tucker County Senior Center in Parsons, WV on March 4, 2002 at 7:00 p.m. 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 County Administrator in the Parsons Advocate and Elkins InterMountain newspaper(s) 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.

**PLAN FOR AN ENHANCED EMERGENCY TELEPHONE SYSTEM FOR  
TUCKER COUNTY, WEST VIRGINIA**

**SECTION 1- 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 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 Tucker County, West Virginia.
- (c) "County" means Tucker 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 which automatically connects the person dialing the primary emergency number to the county answering point and in which the telephone network system automatically provides the 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.
- (f) "Local exchange service line" means the same as defined in the contract(s) attached to this final plan as Appendix A .
- (g) "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 Tucker County, including every municipal corporation in Tucker County, and Union District in Preston County that is served by telephone company central office equipment that will permit an enhanced emergency telephone system to be established, is to be included in the system.
  
- (b) The municipal corporations included in the system shall include, but not necessarily be limited to, the following:
  - 1) Town of Davis
  - 2) Town of Hambleton
  - 3) Town of Hendricks
  - 4) City of Parsons
  - 5) City of Thomas
  - 6) Town of Aurora
  - 7) Town of Eglon
  
- (c) The territories which are not served by telephone company central office equipment that will permit an enhanced emergency telephone system to be established are as follows:

None

**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 county answering point. The location of such answering point shall be as follows:
  - Tucker County 911 Communications Center
  - Rt. 219 North
  - Bretz, WV
- (c) The county answering point will receive calls from, but not be limited to, all areas within Tucker County and Union District in Preston County.
- (d) The Tucker County 911 Communications Center will act as the county answering point and will be required to respond to calls as follows:

Appalachian Mental Health	On Call Paging
Canaan Valley VFD	Direct Dispatch
Davis Police Department (when applicable)	Direct Dispatch
Davis VFD	Direct Dispatch
Mt. Grove VFD	Direct Dispatch
Parsons Police Department	Direct Dispatch
Parsons VFD	Direct Dispatch
Thomas Police Department (when applicable)	Direct Dispatch
Thomas VFD	Direct Dispatch
Tucker County Board of Education	Direct Dispatch
Tucker County Dog Warden	Direct Dispatch
Tucker County Emer. Med. Services	Direct Dispatch
Tucker County Magistrate	On Call Paging
Tucker County Sheriff	Direct Dispatch
Union Ambulance Service	Direct Dispatch
WV Department of Natural Resources	Direct Dispatch
WV Department of Public Safety	Direct Dispatch

or Call Transfer
- (e) The county answering point shall be connected to each telephone company's telephone network as follows:
  - Citizens Communications of WV by dedicated automatic number identification trunks and combination voice and data circuits.

**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) The emergency service providers referred to in subsection (a), above, shall be the following:
  - Appalachian Mental Health
  - Canaan Valley VFD
  - Davis Police Department (when applicable)
  - Davis VFD
  - Mt. Grove VFD
  - Parsons Police Department
  - Parsons VFD
  - Thomas Police Department (when applicable)
  - Thomas VFD
  - Tucker County Dog Warden
  - Tucker County Emer. Med. Services
  - Tucker County Magistrate
  - Tucker County Sheriff
  - Union Ambulance Service
  - WV Department of Natural Resources
  - WV Department of Public Safety
- (c) In the event of a dispute between Tucker 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) In the event of a misdirected call, the receiving emergency provider, at the earliest possible time, shall notify the county answering point of the misdirected call. County answering point personnel may request that the responding emergency service provider to continue to the incident until response information is confirmed from the appropriate emergency service provider for the misdirected call.

- (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. (one member per group)

- County Commissioner
- County Assessor
- Local Emergency Planning Committee
- WV State Police
- Tucker Co. Fire Departments
- Tucker Co. EMS
- Director of County Enhanced 9-1-1 System
- Tucker Co. citizens (not limited to one citizen)

The Director of the Enhanced 9-1-1 System shall serve as a member of the Advisory Board at all times.

Except for the initial terms of certain memberships and for the 9-1-1 Director, all Advisory Board members shall be appointed by the County Commission to serve for three-year terms or for the balance of the terms of memberships vacated in midterm. The initial terms of all Advisory Board members shall begin on January 1st of the applicable year.

- (g) Each emergency service provider listed below shall maintain radio communication equipment, according to manufacturer's recommendations, capable of receiving and/or transmitting radio communication signals to the communication center as defined under the operating policies and procedures of the enhanced emergency telephone system.

- Davis Police Department (when applicable)
- Emergency Medical Services
- Parsons Police Department
- Thomas Police Department (when applicable)
- Tucker County Fire Association
- Tucker County Sheriff's Department
- WV Department of Natural Resources
- WV Department of Public Safety



**SECTION 5 - PROJECTION OF COSTS**

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

1. Citizens Communication Service Establishment	\$16,200.00
2. 911 Telephone System	\$100,000.00

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

Personal Services	\$190,726.00
Contractual Services	\$ 67,715.00
Commodities	\$ 18,800.00
Capital Projects	\$ 39,805.00

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

Facility (including electrical system, security system, sprinkler system, generator, cabinetry)	\$250,000.00
Radio (including recording system, self-supporting tower, time standard, UPS)	\$143,600.00
CAD System	\$125,000.00
Mapping and Addressing of the County	\$150,000.00

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

Utilities	\$12,000.00
Telephone	\$17,320.00

(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:

Dispatcher Training	\$3,000.00
---------------------	------------

**SECTION 6 - IMPOSITION OF FEE; ADOPTION OF BILLING CONTRACT;  
ESTABLISHMENT OF SEPARATE ENHANCED 9-1-1 FUND; PAYMENT OF  
COSTS NOT RECOVERED THROUGH 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 **\$1.50** per month per local exchange service line or line equivalent, except for Tel-Assistance lines, is proposed to finance the projected costs of the enhanced emergency telephone system. Such fee is proposed to become effective beginning on June 1, 2002.
- (b) The County Commission of Tucker County adopts and ratifies the contract(s) attached hereto as Appendix A for the billing of the enhanced emergency telephone system fee by Citizens Communications of WV.
- (c) All fees remitted under the contract referred to in subsection (b), above, are proposed to be deposited in a separate "E-911 Fund."
- (d) Notwithstanding the foregoing provisions, the following costs, although recoverable through the enhanced emergency telephone system fee, are not proposed to be recovered through such fee:

(1) Insurance - Property and liability

Such fees are proposed to be paid for as follows:

(1) General County Fund

- (e) The costs associated with establishing, equipping, furnishing, operating or maintaining the county answering point shall be paid for as follows:  
Moneys deposited in the "E- 911 Fund".
- (f) The other costs listed in Section 5 are proposed to be paid for as follows:  
E-911 Funds, County Funding

#### **SECTION 7 - TELEPHONE COMPANY**

- (a) Upon the 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 Communications
- (c) All landline local exchange carrier telecommunications utilities and wireless telecommunications utilities providing service in Tucker County shall fully and appropriately participate in the enhanced emergency telephone system.

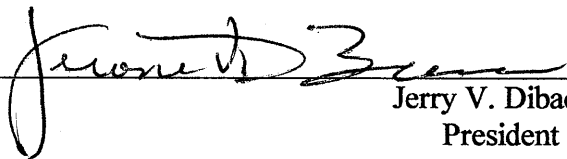
#### **SECTION 8 - TARIFFS, RULES AND REGULATIONS, AND LAWS**

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 herein.

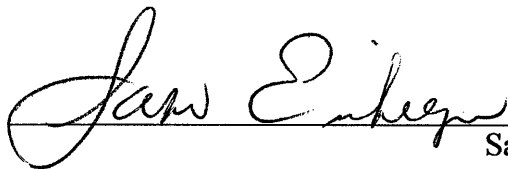
#### **SECTION 9 - FILING OF PLAN WITH THE PUBLIC SERVICE COMMISSION**

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.

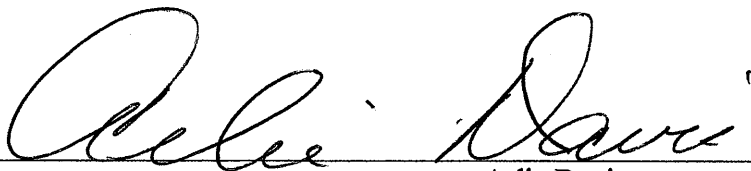
This Enhanced 911 Ordinance adopted this 13<sup>th</sup> day of March 2002 at a regular meeting  
of the Tucker County Commission.



Jerry V. Dibacco  
President



Sam Eichelberger  
Commissioner



Arlie Davis  
Commissioner

Attest:



Linda Cale  
Tucker County Clerk

## ENHANCED 911 BILLING CONTRACT

This contract made this 13<sup>th</sup> day of March, 2002, by and between the Tucker County Commission (the "Authority") and Citizens Telecommunications Company of West Virginia, d/b/a **CITIZENS COMMUNICATIONS COMPANY OF THE MOUNTAIN STATE** ("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 Tucker County ("the County").
2. Citizens Communication'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 July 1, 2002. The amount of such fee shall be \$1.50 per local exchange service line. 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;
    - (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 for any reason refuses in writing to pay such fee, Citizen Communications will thereafter refrain from collecting such fee from such customer. Citizens Communications will notify the Authority of such refusal to pay.
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.

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:  
 Tucker County Commission  
 215 First St.  
 Parsons, WV 26287

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

TUCKER COUNTY COMMISSION

By: 

Its: President

CITIZENS TELECOMMUNICATIONS COMPANY OF  
 WEST VIRGINIA, D/B/A CITIZENS COMMUNICATIONS  
 COMPANY OF WEST VIRGINIA

By: \_\_\_\_\_

Its: \_\_\_\_\_