

**E911  
INFORMATION**

**TYLER  
COUNTY  
COMMISSION**

**COPY**

**TYLER COUNTY ENHANCED 911 ORDINANCE**

**AN ORDINANCE OF TYLER 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 OF THE LOCATION AT WHICH A COPY OF SUCH 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 for the capital, installation and maintenance cost 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 a 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 TYLER 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 (IES) PROVIDING LOCAL EXCHANGE SERVICE WITHIN THE COUNTY AND TO LOCAL EMERGENCY SERVICE PROVIDERS AND THAT THE COUNTY COMMISSION SEEK THE ADVICE OF SUCH COMPANY(IES) 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 TYLER COUNTY CLERKS OFFICE, MAIN FLOOR, TYLER COUNTY COURT HOUSE, DURING NORMAL HOURS;

THAT A PUBLIC MEETING BE SCHEDULED TO BE HELD AT THE TYLER COUNTY COURTHOUSE, MAIN FLOOR, TYLER COUNTY COMMISSION CHAMBERS ON April 18, 2000 AT 7:00 am/pm IN ORDER TO RECEIVE COMMENTS FROM OTHER PUBLIC OFFICIALS AND INTERESTED PERSONS;

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**TELECOMMUNICATIONS  
SECTION - PSC**



**PLAN FOR AN ENHANCED EMERGENCY TELEPHONE SYSTEM  
FOR TYLER 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 provider or transferring the call to the appropriate provider.**
- (b) **“County commission” means the County Commission of Tyler County, West Virginia.**
- (c) **“County” means Tyler 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 to personnel receiving the call, immediately on answering the call, information of the location and the telephone number from which the call is being made, and upon direction from the personnel receiving the call route 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 defines in the contract(s) attached to this final plan as Appendix A, also Appendix B, and Appendix C.**
- (g) **“Telephone company” means a public utility which is engaged in the provision of the telephone service.**

**SECTION 2 - TERRITORY INCLUDED IN SYSTEM**

- (a) **All territory in the county of TYLER COUNTY, including every municipal corporation in TYLER COUNTY, which 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:

Town of Middlebourne  
Town of Sistersville  
Town of Paden City  
Town of Friendly

### SECTION 3 - COUNTY ANSWERING POINT(S)

- (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 (1)** county answering point. The location of this answering point shall be housed in the **Tyler County Correctional Center** presently known as the **Tyler County Dispatch Office**.
- (c) The area(s) served by the answering point housed in the **Tyler County Correctional Center** shall include all geographic areas of **Tyler County**.
- (d) The answering point will be required to respond to calls by directly dispatching the emergency service provider.
- (e) The county answering point shall be connected to each telephone company's telephone network 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 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:

Law Enforcement

1. Tyler County Sheriff's Department
2. West Virginia State Police (Paden City Detachment)
3. West Virginia Department of Natural Resources
4. Sistersville Police Department
5. Paden City Police Department

#### Fire Departments

1. Alma VFD
2. Middlebourne VFD
3. Shirley VFD
4. Sistersville VFD
5. Paden City VFD

#### Ambulance Squads

1. Middlebourne Ambulance Squad
2. Sistersville Ambulance Service
3. Alma Ambulance Squad
4. Paden City Ambulance Squad

#### Tyler County Office of Emergency Services

- (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) 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 PSAP personnel to correctly dispatch the appropriate provider. Under no circumstances will the caller be asked to make another 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) **Membership of the Tyler County Enhanced 911 Center Communications Advisory Board.**

#### List of membership:

One (1) Fire Department representative

One (1) EMS representative  
One (1) Business representative  
One (1) Industry representative  
One (1) OES representative  
Two (2) Private Citizens  
County Commission  
Sheriff

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

Tyler County Sheriff's Office  
Tyler County OES  
Citizen Representative

The initial terms if the following membership shall be two (2) years:

Fire Department  
EMS

The **DIRECTOR** of the ENHANCED 911 system shall serve as a member of the Advisory Board at all times.

Except as noted above for the initial terms of certain membership and for the 911 Director, all Advisory Board members shall be appointed by the **County Commission** to serve for three-year terms or the balance of the terms of membership vacated in midterm. The initial terms of all Advisory Board members shall begin on *July 1, 2000*

The **Tyler County Enhanced 911 Communications Center** shall operate under the following operating guidelines.

The **Tyler County Commission** shall hold the financial and general control over the system.

The **Sheriff of Tyler County** shall be the **Director** of the Enhanced 911 center. He shall make appointment of one of his dispatching staff as a **Supervisor** over the day to day operation of the Enhanced 911 Center, Addressing and Mapping Training and Education of the staff, and any other duties the **Director** may feel **NECESSARY** to the good of the Center.

The **Enhanced 911 communication advisory board**, will meet once every month on the third Tuesday at 7:00 PM at the Courthouse in Middlebourne. The general purpose of the Advisory Board will be to monitor the operation's of the system and during the monthly meeting address any disputes or problems with the operation's of the 911 center. The Advisory Board will then make a report or recommend changes to the County Commission, and the Director. The board shall follow the West Virginia State Code Chapter 24, Article 6, Section 5 (e) as amended. It shall adopt it's own Articles of Business to be approved by the Tyler County Commission.

**SECTION 5 - PROJECTION OF COST**

**See section listed as:**

**Projection Cost Initial Capital and Installation Cost**

**TYLER COUNTY 911 CENTER**

**First Year Budget  
Second Year Budget  
Third Year Budget  
Fourth Year Budget  
Fifth Year Budget**

**BUDGET ITEMS COME FROM THE MONTHLY FEE OF \$ 2.85**

**PRESENT LINE COUNTY IN TYLER COUNTY AS OF 1999 / 4096**

**MONTHLY INCOME     \$ 11,673.60**

**YEARLY INCOME         \$ 140,083.**



**SECTION 6 - IMPOSITION OF FEE; ADOPTION OF BILLING CONTRACT;  
ESTABLISHMENT OF SEPARATE ENHANCED 9-1-1 FUND, PAYMENT  
OF COST NOT COVERED THROUGH FEE.**

- (a) The imposition, pursuant to section three-cc, article one, chapter seven (7-1-1-cc) of \$2.85 cents 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 be reduced when the capital and installation costs have been recovered to offset recurring operational, maintenance and dispatcher cost only. Such fee is not proposed to be used to offset the costs associated with the establishing, equipping, furnishing, operating or maintaining of such county answering point such fee is proposed to become effective beginning on 08/01/00.
- (b) The County Commission of TYLER COUNTY adopts and ratifies the contracts between BELL ATLANTIC and CITIZENS phone companies for the billing of the enhanced emergency telephone system fee by BELL ATLANTIC and CITIZENS.
- (c) All fees remitted under the contract's referred to in subsection (b), above, are proposed to be deposited in a separate "Enhanced 9-1-1 Fund".
- (d) Notwithstanding the foregoing provision, the following costs, although recoverable through the enhanced emergency telephone system fee, are proposed to be recovered through such fee:
- At this date and time no such costs have been brought forth.
- (e) The cost associated with establishing, equipping, furnishing, operating or maintaining the county answering point shall be paid for through funding provided by the Tyler County Commission.

## 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 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 will provide services and facilities identified in subsection is (are) as follows:

BELL ATLANTIC - WEST VIRGINIA, INC.

CITIZENS COMMUNICATIONS

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

The final plan for the TYLER COUNTY ENHANCED 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 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 - FILLING OF PLAN WITH THE PUBLIC SERVICE COMMISSION

Upon completion and adoption of the final plan for the TYLER COUNTY ENHANCED EMERGENCY TELEPHONE SYSTEM, the TYLER COUNTY COMMISSION will send a signed copy of such plan to the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA.

**PUBLIC NOTICE**

A PUBLIC MEETING will be held Tuesday, April 18, 2000  
Day Date

at 7:00 p.m. in Tyler County Courthouse, Main Floor, Tyler County  
Time Meeting location Commission Chambers.

The purpose of the meeting will be to discuss the proposal by the **TYLER COUNTY COMMISSION** to implement an **ENHANCED 9-1-1 EMERGENCY TELEPHONE SYSTEM** for a **CONSOLIDATED EMERGENCY COMMUNICATION SYSTEM**.

The **EMERGENCY COMMUNICATION SYSTEM** will serve as an answering point for all **EMERGENCY TELEPHONE CALLS** made by calling 9-1-1 and as a dispatch point for all **EMERGENCY FIRE, MEDICAL and LAW ENFORCEMENT** needs reported to 9-1-1 dispatchers.

According to **WEST VIRGINIA CODE**, Chapter 24, Article 6, Section 1, et. swg., the system will be funded by a surcharge of \$2.85 per month, per main telephone line. (Residents and Businesses won't be charged for each phone extension - just for each main line or separate telephone number.)

Copies of the proposal may be examined at the following place during regular business hours.

**The TYLER COUNTY CLERKS OFFICE, Main floor of the TYLER COUNTY COURTHOUSE.**

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Copies of the proposal may be examined at the following place during regular business hours.

The TYLER COUNTY CLERKS OFFICE, Main floor of the TYLER COUNTY COURTHOUSE.

March 8, 2000

Arthur W. Mason  
President of the Tyler County Commission  
SN 3-16, 3-23

March 8, 2000 Date

*Arthur W. Mason*  
**PRESIDENT OF THE TYLER COUNTY COMMISSION**



## BILLING CONTRACT

This contract is made this 25<sup>th</sup> day of April, 2000, by and between the Tyler County Commission (the "Commission") and Bell Atlantic - West Virginia, Inc. ("Bell Atlantic"). The parties hereby agree as follows:

1. Bell Atlantic shall act as the billing agent within its franchise service area in Tyler County for the Commission for the billing of the fee imposed by the Commission for the capital, installation and maintenance costs, including recurring maintenance and dispatcher costs, of the enhanced emergency telephone system of Tyler County.

2. Bell Atlantic's duties as billing agent shall be as follows:

a. The enhanced emergency telephone system fee shall appear on the monthly bills Bell Atlantic issues to its customers within its franchise service area in Tyler County, beginning with the bills dated after August 1, 2000. The amount of such fee shall be \$2.85 per local exchange service line. For purposes of this contract, a "local exchange service line" means a line provided by Bell Atlantic pursuant to its LOCAL EXCHANGE SERVICE TARIFF, P.S.C. - W.VA. - No. 202 or otherwise 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

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Signed Contract

(5) each number of Centrex lines equivalent to a PBX trunk. For each fraction of a PBX trunk equivalent, a proportionate fraction of the fee shall be billed.

b. Bell Atlantic shall remit to the Commission 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 Bell Atlantic contends either that such fee is not owed by such customer or that such customer is owed a refund of such fee, Bell Atlantic shall refer the question to the Commission and Bell Atlantic shall thereafter bill or refrain from billing such fee from such customer as instructed in writing to do by such Commission. Such writing shall be mailed within ten ~~(10)~~ days of the date the question is referred, unless otherwise agreed by the parties in writing.

*JMB*  
*AWM*

3. In consideration for Bell Atlantic's billing agent services, it shall retain two percent (2%) of the fees collected before remitting the remainder to the Commission. For purposes of this contract, "fees collected" shall mean the fees billed by Bell Atlantic less the fees uncollectible, which shall be calculated at Bell Atlantic's current rate of uncollectible revenues for intrastate service.

4. The Commission shall indemnify and hold Bell Atlantic harmless from and against any claims or suits arising out of, in connection with, or related to the Commission's authority to impose an enhanced emergency telephone system fee or the erroneous collection or failure to bill such fee as a result of a good faith mistake on the part of Bell Atlantic. It is expressly understood that the foregoing indemnification shall include the responsibility to investigate and defend against such claims, including payment of attorney's fees.

5. The Commission shall notify Bell Atlantic 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 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:

Tyler County Commission  
County Courthouse  
Middlebourne, WV 26149

Bell Atlantic Finance Department  
Accounts Payable  
Mail Stop B-3-0  
Chesapeake Complex  
13100 Columbia Pike  
Silver Spring, MD 19103

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.

TYLER COUNTY COMMISSION

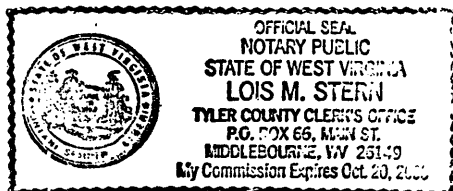
Arthur W. Mason  
President

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

I, Lois M. STERN, a notary public of and for said county, do certify that Arthur W. Mason, who signed the writing hereto annexed for the Tyler County Commission, have this day in my said county, before me, acknowledged the said writing to be the act and deed of said Commission.

Given under my hand this 3rd day of May, 1992000

My commission expires: October 20, 2003



Lois M. Stern  
Notary Public

Bell Atlantic - West Virginia, Inc.

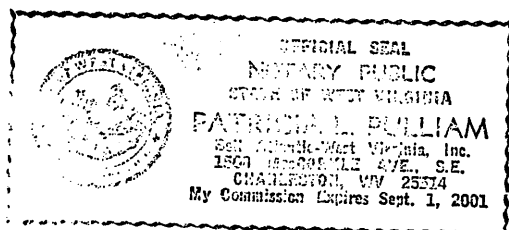
By Dennis M. Bone  
Its President and CEO

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

I, Patricia L. Pulliam, a notary public in and for said county, do certify that Dennis M. Bone, has signed the writing hereto annexed for Bell Atlantic - West Virginia, Inc., has this day in my said county, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 7th day of May, 1999 2000

My commission expires: September 1, 2001



Patricia L. Pulliam  
Notary Public