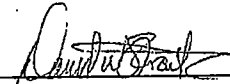


**AMENDMENTS TO ENHANCED 911 ORDINANCE AND COMPREHENSIVE PLAN FOR BARBOUR COUNTY, WEST VIRGINIA REPLACEMENT OF SECTION 1 -- IMPOSITION OF FEE ADOPTION OF BILLING CONTRACT PAYMENT OF COSTS NOT RECOVERED THROUGH FEE ESTABLISHMENT OF SEPARATE E-911 FUND**

a) Pursuant to section three-cc, article one, chapter seven (7-1-3cc) of the West Virginia Code, the County Commission of Barbour County hereby imposes a fee of Four Dollars and One Cent (\$4.01) per month for Residential, Five Dollars and Zero Cents (\$5.00) per month for Business, and Ninety Cents (\$0.90) Centrex), per local exchange service line, except for tel-assistance lines, to finance the projected costs of the Capital Improvement and maintenance costs of the Enhanced Emergency Telephone System and associated Emergency Dispatch Equipment: Since the amount Four Dollars and One Cent (\$4.01) per month for Residential, Five Dollars and Zero Cents (\$5.00) per month for Business, and Ninety Cents (\$0.90) Centrex) will only partially offset the cost of initial and monthly maintenance charges and dispatcher salaries and benefits, we do not expect to reduce the charge at this time. Such fee shall become effective on August 15<sup>th</sup>, 2025.



David Strait, Commission President

8-4-2025

Barbour County  
Laurie L. Austin, Clerk  
Instrument 284984  
08/06/2025 @ 03:36:00 PM  
ORDINANCE  
Book 1 @ Page 71  
Pages Recorded 1

**COUNTY COMMISSIONERS:**

Susie Cvechko  
Jamie Carpenter  
David Strait



**ADDRESS:**

26 North Main  
Philippi, West Virginia 26416

**PHONE:** 304-457-4339

**FAX:** 304-457-5472

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*County Commission of Barbour County, West Virginia*

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June 15, 2022

Executive Secretary  
Public Service Commission of WV  
201 Brooks Street  
PO Box 812  
Charleston, WV 25323

To Whom It May Concern:

The Barbour County Commissioners voted unanimously during the May 20, 2022 Commission Meeting to raise the 911 fee from \$3.00 per month (Residential) to \$3.15 per month, \$3.00 per month (Business) to \$4.00 and Centrex Lines to \$0.25. With that said, I have sent correspondence to each of the phone companies that bill the fee to the residents of Barbour County through the above-mentioned land line phone company.

I am attaching a certified copy of the ordinance to increase fees (effective July 1, 2022). Please let me know if you need any additional information from the Barbour County Commission.

Sincerely,

Susie Cvechko  
President  
Barbour County Commission

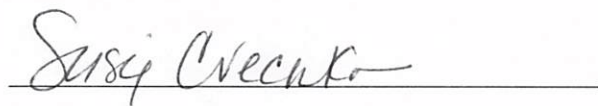
AMENDMENTS TO ENHANCED 911 ORDINANCE AND COMPREHENSIVE PLAN FOR  
BARBOUR COUNTY, WEST VIRGINIA

**REPLACEMENT OF SECTION 1 -- IMPOSITION OF FEE ADOPTION OF BILLING  
CONTRACT PAYMENT OF COSTS NOT RECOVERED THROUGH FEE  
ESTABLISHMENT OF SEPARATE E-911 FUND**

- a) Pursuant to section three-cc, article one, chapter seven (7-1-3cc) of the West Virginia Code, the County Commission of Barbour County hereby imposes a fee of Three Dollars and Fifteen Cents (\$3.15) per month Residential, Four Dollars (\$4.00) per month Business, and Twenty-Five Cents (\$0.25) Centrex, per local exchange service line, except for tel-assistance lines, to finance the projected costs of the Capital Improvement and maintenance costs of the Enhanced Emergency Telephone System and associated Emergency Dispatch Equipment. Since the amount of Three Dollars and Fifteen Cents (\$3.15) per month Residential, Four Dollars (\$4.00) per month Business, and Twenty-Five Cents (\$0.25) Centrex will only partially offset the cost of initial and monthly maintenance charges and dispatcher salaries and benefits, we do not expect to reduce the charge at this time. Such fee shall become effective on July 1, 2022.

On a duly made motion, the County Commission of Barbour County, West Virginia does hereby declare that this Amendment was approved on 20<sup>th</sup> of May, 2022 and shall become effective 1 of July, 2022.

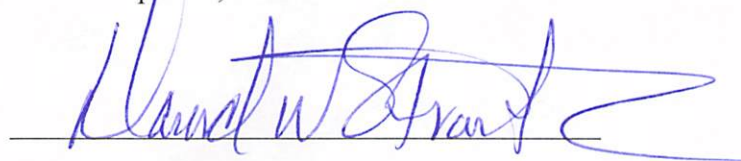
Barbour County Commission



Susie Cvechko, Commission President



Jamie Carpenter, Commissioner



David Strait, Commissioner

Barbour County  
Corrie L. Kaufman, Clerk  
Instrument 269580  
06/24/2022 @ 10:22:44 AM  
COUNTY COMMISSION MINUTES  
Book 28 @ Page 353  
Pages Recorded 2

**E911  
INFORMATION**

**BARBOUR  
COUNTY  
COMMISSION**

Barbour County ENHANCED 911 ORDINANCE (AMENDED)

By the County Commission of Barbour County, an Ordinance amended under Chapters 7 and 24 of the West Virginia Code.

An amended Ordinance of Barbour County providing for the establishment of a county-wide, Enhanced Emergency Telephone System and the imposition of a fee upon local exchange service consumers to finance installation, recurring maintenance and dispatcher costs.

**WHEREAS**, the Barbour County Commission has determined that installation of a countywide Enhanced Emergency Telephone System would allow any citizen in Barbour County to request emergency fire, police, ambulance, and rescue services by simply dialing 9-1-1 from any telephone in the county: and

**WHEREAS**, the Barbour County Commission seeks to promote the public health, safety and general welfare of all individuals assistance can be channeled through one central answering point to the appropriate emergency service response agency, regardless of whether the caller is located in an incorporated or unincorporated area of the county; and

**WHEREAS**, the Barbour County Commission intends to include the Flemington (739) telephone exchange of Frontier Communications in an Enhanced Emergency Telephone System that automatically connects a person dialing 9-1-1 within the county to the central answering point and provides prompt information on the location and telephone number from which the call is being made so that the source of the call for help can be locked in even if a caller is disconnected or unable to communicate with emergency officials;

**NOW THEREFORE** be it **ORDAINED** by the County Commission of Barbour County, West Virginia, that the plan hereinbefore adopted providing for the installation and ongoing operation and maintenance of Enhanced Emergency Telephone System that will serve both incorporated and unincorporated areas of the county in accordance with section three-cc, article one, chapter seven (7-1-3cc) and article six, chapter twenty-four (24-6-1-et al) of the West Virginia Code be duly amended:

That a copy of the proposal attached hereto be made available for examination by the public at the Barbour County Court House, 8 North Main Street. Philippi, West Virginia;

That a public meeting be scheduled to be held at the Barbour County Court House, 8 North Main Street, Philippi, West Virginia on June 4, 2007 in order to receive comments from other public officials and interested persons:

**RECEIVED**

JUN 8 2007

TELECOMMUNICATIONS  
SECTION - PSC

That at least thirty (30) but not more than sixty (60) days before such meeting an advertisement was placed by Barbour County Commission in the Barbour Democrat newspaper of general circulation in Barbour County, notifying the public of the date, place and purpose of such meeting and the location at which a copy of such proposals may be examined.

## **COMPREHENSIVE PLAN FOR ENHANCED EMERGENCY TELEPHONE SYSTEM**

### **ARTICLE 1**

#### **GENERAL PROVISION**

##### **SECTION 1 - DEFINITIONS**

As used in this ordinance unless the context otherwise clearly indicates, the following words and phrases shall have the meanings 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 requests for emergency service by directly dispatching the appropriate emergency provider or transferring the call to the appropriate provider. The central answering point for Barbour County Enhanced 9-1-1 System shall be the Barbour County Office of Emergency Management Communications Center.

b) "Emergency Services Organization" means the Organization established under Article 5, Chapter 15 of the West Virginia Code.

c) "Emergency Services Provider" means any emergency services organization of the county or its municipalities.

d) "Enhanced Emergency Telephone System" means a telephone system which automatically connects the person dialing 9-1-1 to the County Answering Point and in which the telephone network system automatically provides to personnel receiving the calls, 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 such call to emergency service providers that serve the location from which the call is made.

e) "Public Agency" means Barbour 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 the following:

- 1) Town of Belington
- 2) Town of Junior
- 3) Town of Philippi

f) "Public Safety Unit" means the functional divisions of Barbour County and each county municipality which provide fire fighting, police, medical, rescue or other emergency services.

g) "Public Utility" means primarily the Verizon Telephone Company, the host public utility engaged in providing local exchange telephone service to consumers in Barbour County. [\*Also included in providing local exchange service to areas of Barbour County as a Public Utility is Contel of West Virginia.]

h) "Regulating Agency" means the West Virginia Public Service Commission which, by law, regulates services provided by a public utility,

## **ARTICLE II MINIMUM REQUIREMENTS**

### **SECTION 1 — AVAILABILITY**

a) All territory in the county, including all municipal corporations in the county, provided local exchange service by Verizon and Frontier Communications.

### **SECTION 2 — CENTRALIZED ANSWERING POINT**

a) The centralized answering point for the Enhanced Emergency Telephone System will be the Barbour County Office of Emergency Management Communications Center and it will be in full service for receiving and dispatching emergency calls constantly.

b) The Barbour County Office of Emergency Management Communications Center will be connected to the telephone network's designated facilities via ANI trunks and combination voice and data circuits. The Barbour County Office of Emergency Management Communications Center is located at 4 North High Street in Philippi and will serve as the only Public Service Answering Point for the Barbour County Enhanced Emergency Telephone System.



c) The Barbour County Office of Emergency Management Communications Center as County Answering Point will respond to calls for police, fire, ambulance, rescue and emergency services calls as follows:

Philippi Fire Department	Direct Dispatch
Belington Fire Department	Direct Dispatch
Junior Fire Department	Direct Dispatch
Philippi City Police	Direct Dispatch
Belington City Police	Direct Dispatch
Barbour County Sheriff Department	Direct Dispatch
Barbour County EMS	Direct Dispatch
Belington EMS	Direct Dispatch
Department of Public Safety	Call Transfer
Department of Natural Resources (LAW)	Call Transfer
Barbour County Magistrates	On Call Paging
Barbour County Dog Warden	Call Relay
Barbour County Health Department	On Call Paging

### **SECTION 3 EMERGENCY SERVICE PROVIDERS HANDLING OF MISDIRECTED CALLS**

a) Every emergency provider that provides emergency service within the territory of Barbour County, including Brownton and Galloway area emergency service providers in Barbour County, will be required to participate in the Enhanced Emergency Telephone System.

b) The emergency Providers referred to in subsection (a) shall be the following:

1. Philippi Fire Department
2. Belington Fire Department
3. Junior Fire Department
4. Philippi City Police
5. Belington City Police
6. Barbour County Sheriff Department
7. Barbour County EMS
8. Belington EMS
9. Department of Public Safety
10. Department of Natural Resources (LAW)
11. Barbour County Magistrates
12. Barbour County Dog Warden

c) Misdirected calls will be handled as follows:

To Sheriffs Department and Municipal Police Departments from Dispatch Center: Correction via radio transmission if unit is enroute or correction via telephone if unit has not responded when misdirection of the call is realized.

To Fire Departments from Dispatch Center: Correction via radio transmission if units are enroute or correction via telephone if unit has not responded when misdirection of the call is realized.

To Office of Emergency Services from Dispatch Center: Correction via radio transmission if unit is enroute or correction via telephone if unit has not responded when misdirection of the call is realized.

To County Magistrates from Dispatch Center: Correction via telephone or radio paging system.

To WV Department of Natural Resources (Law Enforcement) from Dispatch Center: Correction via radio transmission if unit is enroute or correction via telephone if unit has not responded when misdirection of the call is realized.

To Dog Warden from Dispatch Center: Correction via radio transmission when unit is enroute.

To State Police from Dispatch Center: Correction via radio transmission where feasible followed by telephone call to the Elkins Dispatch Center.

d) Each emergency provider participating in the system shall maintain at least one telephone number in addition to the telephone number used by the Enhanced 911 system for purposes of call transfer and dispatch.

## SECTION 4 — PROJECTION OF COSTS

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

### HARDWARE CAD SYSTEM

QUANTITY	DESCRIPTION	COST	TOTAL
1	PROPRINTER SYSTEM PRINTER	402.49	402.49
	PARALLEL PRINTER CABLE	32.51	32.51
1	MONOCHROME SYS DISPLAY	190.00	190.00
1	STREAMING TAPE DRIVE	1240.00	1,240.00
1	RT/PC MODEL 125	19362.00	19,362.00
	ASCII DISPLAY STATION	302.00	302.00
	RT/PC AIX OPER. SYSTEM	2405.00	2,405.00
	IBM RT C LANGUAGE GUIDE	62.15	62.15
	RT PROGRAMMING TOOLS & INTERFACE	140.25	140.25
3	3164-120 COLOR TERMS	1550.00	4,650.00
4	3151-410 AMBER TERMS	302.00	1,208.00
7	PROPRINTER XL-3 SERIAL PRINTERS	617.00	4,319.00
1	5151 EXTENSION CABLE	10.00	10.00
2	8 PORT EXPANSION UNITS	916.00	1,832.00
4	8 CHANNEL MULTIPLEXER (BLACK BOX)	395.00	1,580.00
26	LINE DRIVERS (MISCO)	70.00	1,820.00
5	50' 25 PINNED RS-232 SERIAL CABLES	60.00	300.00

**TOTAL HARDWARE FOR E911 CAD SYSTEM**

**-- \$39,855.40**

### CAD SYSTEM SOFTWARE

QUANTITY	DESCRIPTION	COST	TOTAL
	E-911 INTERFACE		15,000.00
	INSTALLATION AND EDUCATION	15000.00	5,000.00
		5000.00	
<b>TOTAL CAD SOFTWARE</b>			<b>\$20,000.00</b>

**TOTAL HARDWARE FOR E91 I FOR C&P INTERFACE**

**IBM 55 SX PC WITH 30 MEG HARD DRIVES**  
**IBM COLOR 8512 TERMS**  
**EPSON FX-850 PRINTER**  
**QIC 60 TAPE DRIVE**  
**QIC 60 CARD/A**  
**QIC CABLE**  
**MODEM CABLE**  
**QUAD 64K BUFFER**  
**IBM DOS**

**TOTAL HARDWARE QUOTED BY COMPUTERLAND**

**\$9,426.19**

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**MISCELLANEOUS HARDWARE**

QUANTITY	DESCRIPTION	COST	TOTAL
1	1200 BAUD MODEM (HAYES)	600.00	\$ 600.00
1	STARGATE PLUS 8 MC PORT BOARD	569.00	569.00
<b>TOTAL MISCELLANEOUS HARDWARE</b>			<b>\$1,169.00</b>

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**C&P E911 ONE TIME CHARGES**

SERVICE ESTABLISHMENT	\$ 7.345.00
AUTOMATIC NUMBER IDENTIFIER (ANI)	4.200.00
ANI MASTER CONTROLLER	2.815.00
DISPLAY AND TRANSFER UNIT	320.00
POWER CONVERSION UNIT	40.00
CALLS	7.370.00
BUTTON TELEPHONE SERVICE	275.00
PRINTER	150.00
ORDER PROCESSING CHARGE	61.00

**TOTAL C&P E911 ONE TIME CHARGES**

**\$22,576.00**

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### NETWORK TELEPHONE LINE

QUANTITY	DESCRIPTION	COST	TOTAL
5000	WIRE (IN FEET)	0.88	\$4,400.00
	SPLICE KITS		23.42
2	TERM BLOCKS		110.00
	MISCELLANEOUS		400.00
	LABOR		550.00
<b>TOTAL NETWORK TELEPHONE LINE IMPLEMENTATION</b>			<b>\$5,350.00</b>

### TOTAL

TOTAL HARDWARE FOR E91 I CAD SYSTEM	\$39,855.40
TOTAL CAD SOFTWARE	20,000.00
TOTAL HARDWARE QUOTED BY COMPUTERLAND	9,426.19
TOTAL MISCELLANEOUS HARDWARE	1,169.00
TOTAL C&P E91 I ONE TIME CHARGES	22,576.00
TOTAL NETWORK TELEPHONE LINE IMPLEMENTATION	5,350.00
<b>TOTAL COST OF E911 &amp; CAD SYSTEM IMPLEMENTATION</b>	<b>\$98,376.59</b>

### TOTAL COST PROJECTION:

CAPITAL INSTALLATION, PERSONNEL (First Year)

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

## AMORTAZATION CAPITOL

ITEM	COST PER MONTH	COST PER YEAR
AMORTIZATION	52,090.22	\$ 25,082.64
SALARIES 10.400 I-IRS AT \$5.00/hr.	4,333.34	52,000.08
FRINGE (25% of SALARIES)	1,083.34	13,000.02
MAINTENANCE CONTRACT	500.00	6,000.00
C&P COST	2,518.00	30,216.00
SUPERVISION	1,000.00	11,000.00
RENT	300.00	3,600.00
<b>TOTAL AMORTIZATION CAPITAL</b>	<b>\$11,824.90</b>	<b>\$141,898.74</b>

**NOTE:** Dispatch Center employees will be entitled to salary increases at the discretion of the Barbour County Commission based upon revenue estimates each year. There is no current policy of the Barbour County Commission that grants salary increases, but prior experience shows increases do occur routinely.

### ARTICLE III CONSUMER FEE

#### SECTION 1 -- IMPOSITION OF FEE

##### ADOPTION OF BILLING CONTRACT

##### ESTABLISHMENT OF SEPARATE E-911 FUND

##### PAYMENT OF COSTS NOT RECOVERED THROUGH FEE

a) Pursuant to section three-cc, article one, chapter seven (7-1-3cc) of the West Virginia Code, the County Commission of Barbour County hereby imposes a fee of Three Dollars and Zero Cents (\$3.00) per month per local exchange service line, except for tel-assistance lines, to finance the projected costs of the Capital Improvement and maintenance costs of the Enhanced Emergency Telephone System and associated Emergency Dispatch Equipment. Since the amount of Three Dollars and Zero Cents (\$3.00) will only partially offset the cost of initial and monthly maintenance charges and dispatcher salaries and benefits, we do not expect to reduce the charge at this time. Such fee shall become effective on the first day of the month following the adoption of this ordinance.

b) The County Commission of Barbour County hereby adopts and ratifies the contracts attached hereto as Appendices A and B for the billing of the Enhanced Emergency Telephone System fee by Verizon and Frontier Communications.

c) All fees remitted under the contract referred to in subsection (b) shall be deposited in a separate -Enhanced 911 Fund".

d) Notwithstanding the foregoing provisions, the following costs, even though recoverable through the Enhanced Emergency Telephone System fee, shall not be recovered through such fee:

Utility Costs for the answering point

Such costs shall be paid for from General Revenue Funds of Barbour County.

e) The costs associated with establishing, equipping, furnishing, operating or maintaining the County Answering Point shall be paid for as follows:

1. General County Revenue Funds

## **SECTION 2 -- TELEPHONE COMPANY**

a) The terms and conditions of the telecommunications service and facilities provided by the telephone company shall 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 providing services and facilities in subsection (a) are:

Verizon

Frontier Communications

## **SECTION 3 — TARIFFS, RULES AND REGULATIONS, AND LAW**

This final plan shall 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 law of the State of West Virginia. Such tariffs, rules, and regulations, orders and laws shall be deemed incorporated in this final plan as if fully set out herein.

## **SECTION 4 -- FILING OF PLAN WITH THE PUBLIC SERVICE COMMISSION**

Upon adoption of this plan, the County Commission shall send a copy of such plan to the Public Service Commission of West Virginia.

SECTION 5 — REVOCATION OF PREVIOUS METHOD OF PROVIDING  
AN ENHANCED EMERGENCY TELEPHONE SYSTEM TO  
BARBOUR COUNTY PORTION OF FLEMINGTON (739)  
TELEPHONE AREA

Adoption of the hereincontained amendments to the Barbour County Enhanced 911 Ordinance shall void the previously adopted method of providing an Enhanced Emergency Telephone System to the Barbour County portion of the Flemington (739) telephone exchange area.

Ordered that this be adopted this \_\_\_\_\_ day of \_\_\_\_\_ 1996.

**Second Amendment**

Ordered that this be adopted this 4<sup>th</sup> day of June 2007.

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Steven H. Sinsel, President, Barbour County Commission




**SECTION 5 — REVOCATION OF PREVIOUS METHOD OF PROVIDING  
AN ENHANCED EMERGENCY TELEPHONE SYSTEM TO  
BARBOUR COUNTY PORTION OF FLEMINGTON (739)  
TELEPHONE AREA**

Adoption of the hereincontained amendments to the Barbour County Enhanced 911 Ordinance shall void the previously adopted method of providing an Enhanced Emergency Telephone System to the Barbour County portion of the Flemington (739) telephone exchange area.

Ordered that this be adopted this \_\_\_\_\_ day of \_\_\_\_\_ 1996.

**Second Amendment**

Ordered that this be adopted this 4<sup>th</sup> day of June 2007.

  
\_\_\_\_\_  
Steven H. Sinsel, President, Barbour County Commission



**AGREEMENT FOR MAINTENANCE SERVICE ON EQUIPMENT  
FOR USE WITH EMERGENCY NUMBER 911 SERVICE  
CASE NO. 2002-219018**

**RECEIVED**

JAN 27 2003

TELECOMMUNICATIONS  
SECTION - PSC

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

**1. PURPOSE**

The purpose of this Agreement is to allow Verizon to file a "Plan B" individual Agreement for Maintenance Service on 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 (the "Commission"), and to set forth other terms and conditions relating to the maintenance by Verizon of such equipment (the "Services" or "Maintenance" and "Equipment") owned by the Customer.

**2. "PLAN B" FILING; DESCRIPTION OF SERVICE**

The terms and conditions to be filed by Verizon with the Commission are set forth in Exhibit A to this Agreement. The Equipment to be maintained by Verizon and the existing installation location are specifically described in Exhibit B to this Agreement. The Maintenance price in Appendix A does not include rates and charges for any other aspect of 9-1-1 services used in connection with the Services provided pursuant to this Agreement.

**3. REGULATORY BODY FILING AND APPROVAL**

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

**4. PAYMENT AND INCORPORATION OF TARIFFS**

- a. The parties expressly acknowledge and agree that all applicable terms and conditions in Verizon's tariffs on file with and approved by the Commission, including but not limited to the limitations of liability and termination liability provisions, are expressly incorporated in this Agreement for the Services 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 price shall include all charges for the Maintenance of the Equipment, except as may be otherwise provided by tariff. To the extent that the Equipment maintained hereunder is interconnected to other services provided by Verizon or other persons, such other services shall not be construed to be provided under this Agreement.
- c. Verizon shall provide, and the Customer shall receive Maintenance Service on the Equipment for a monthly charge of \$875.00 ("Monthly Maintenance Price"). The payment is due and payable after Customer and Verizon sign this Agreement and upon receipt of invoice. To the extent permitted by law or regulation, if Customer fails to pay any invoice 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.

5. **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.

6. **PRODUCT PERFORMANCE**

Verizon represents during the service period, the Equipment described in Exhibit A will perform substantially as designed by the manufacturer. THIS WARRANTY IS EXCLUSIVE AND NON-TRANSFERABLE. 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.

7. **MAINTENANCE COVERAGE**

Maintenance Service covers Equipment failure caused by normal wear and tear. Customer's maintenance coverage entitles Customer, at Verizon's option, to Equipment 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.

8. **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 an Equipment failure 24 hours a day, 7 days a week to the Verizon Maintenance Hotline number, 1-800-773-7911, as Verizon designates to Customer in writing. The Hotline is Customer's direct source for all information concerning Equipment 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, 24 hours a day, 7 days a week. If Verizon determines that Customer does not have a

major failure, Verizon will respond by the end of the next business day. Repairs requested by Customer on minor failures which are performed on Verizon's holidays or outside of the specified Maintenance hours will be made at an additional charge.

Failures are classified as either major or minor. Major failures are defined as: loss of 25% of the call carrying capacity of the SYSTEM, loss of 25% of trunks, loss of 25% of SYSTEM answering positions, loss of ANI or ALI processing capability. All other failures are classified as minor.

**9. MAINTENANCE NOT COVERED**

Maintenance Service does not cover Equipment 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. The Maintenance Service does not cover replacement of the Equipment due to lightning. 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 Equipment without Verizon's written consent; (c) neglects, abuses, misuses or damages the Equipment; or (d) relocates Equipment 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.

Maintenance Service also does not include supplementing, rearranging, relocating, modifying, upgrading, and removing the Equipment. The following equipment will not be covered under maintenance: (1) Printers and associated paper or cartridges, (2) Handsets – Verizon will provide one handset for each position as part of the maintenance renewal. Verizon will provide no further maintenance or replacement of handsets.

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 Equipment failure or that the failure is not covered by Verizon's Maintenance Service, Verizon shall charge Customer its then current time and materials fees.

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 Equipment malfunctions, Verizon is entitled to increase its Maintenance Price and/or to correct the hazard at an additional charge.

**10. CUSTOMER'S RESPONSIBILITIES**

It shall be the responsibility of the Customer to provide and maintain an appropriate, secure site for the location of the Equipment, including maintenance spares stored at Customer's site if applicable, and the bonding, grounding, power and environmental conditions necessary for the optimum operation of the Equipment. Customer will be responsible for providing adequate floor space and power supplies and for maintaining environmental conditions suitable for housing the Equipment. 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 Equipment to function properly. Customer shall be responsible for replacement costs relative to neglect or abuse of any of the Equipment. Verizon shall not be responsible for Equipment failures caused by Customer's breach of this section.

**11. TERM AND MAINTENANCE RENEWAL**

The term of Customer's Maintenance Service shall be for twelve (12) consecutive months commencing with the date this Agreement is signed by both parties. 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.

**12. MAINTENANCE CHARGES**

Verizon will send Customer an invoice for Maintenance Service. Customer agrees to pay the 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.

**13. LIMITATION OF LIABILITY**

Except as may be otherwise provided by law or applicable tariff, 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.

**14. 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 Equipment 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 of its affiliates. 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. Notices required by this Agreement must be in writing and sent by first class mail or certified mail, return receipt requested to: Verizon National Contracts Repository, MC:HQW02L25, 700 Hidden

Ridge, Irving, TX, 75038, with a copy to Verizon ESG Sales Manager, 1500 MacCorkle Ave. S.E., Charleston, WV 25314, if to Verizon. Names and addresses for notices may be changed by notice sent in accordance with this paragraph. Notices delivered by hand shall be effective upon delivery. Notices sent by first class mail shall be effective five (5) days after the posting. Notices sent by certified mail shall be effective on the date noted on the return receipt. For purposes of this section, facsimiles shall be considered adequate notice.

- i. A failure by either party to exercise its rights is not a waiver.
- j. Notification or consent required by this Agreement must be in writing to be effective.
- k. This Agreement is governed by the laws of, and Customer consents to venue and jurisdiction in West Virginia.
- l. The terms and conditions that shall apply in connection with the Equipment and Services, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs now or hereafter filed with the State of West Virginia Public Service Commission and/or the Federal Communications Commission. This Agreement (including the Appendices attached hereto) and all applicable tariffs constitute the entire agreement between the parties and shall supersede all prior oral or written quotations, communications, understandings or agreements on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

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

**AGREED AND ACCEPTED:**

**BARBOUR COUNTY**

By: Steven H Sinel

Name: Steven H Sinel

Title: President

Date: 12-19-02

**VERIZON WEST VIRGINIA INC.**

By: [Signature]

Name: Naeem Ristic

Title: Regional Sales Manager

Date: 7/11/02

**EXHIBIT A**  
**"PLAN B" INDIVIDUAL CONTRACT PUBLIC SERVICE COMMISSION FILING**

**BARBOUR COUNTY**

Date of Agreement: \_\_\_\_\_

Agreement Termination Date: Twelve (12 ) consecutive months from Date of Agreement

Monthly Maintenance Price: \$ 875.00

Total Maintenance Price: \$ 10,500.00

Minimum Revenue Guarantee: \$ 10,500.00

**EXHIBIT B**  
**EQUIPMENT DESCRIPTION AND LOCATION**

1. Equipment Description:

<u>Quantity</u>	<u>Description</u>
1	Alarm Reporting Unit
1	Call Records Unit
1	Data Base Unit
1	Power Supply Unit
4	Trunk Interface Units
1	Program Storage Cartidge
1	Remote Maintenance Unit
2	20-Button Flushmount Electrokey Answering Positions
1	Equipment Cabinet
1	Connectorized Cables
1	Key Service Unit
2	Keyboard Interfaces
1	TDD Keyboard
1	6-Button key set
1	Printer

2. Equipment Location: 1 Main Street, Philippi, WV 26416

3. Billing Telephone Number: 024-720-4425