

**Plan For An Enhanced Emergency Telephone System
For Hardy 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 Hardy County, West Virginia.
- (c.) **County** means Hardy 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 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 contracts 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 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 is to be included in the system.
- (b.) The municipal corporations included in the system shall include, but not necessarily limited to, the following: The Town of Moorefield and the Town of Wardensville.

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 a single county answering point. The location of such answering point shall be as follows:

The Hardy County Communications Center
Robert C. Byrd Industrial Park
Moorefield, West Virginia

- (c.) The county answering point shall service the entire geographic area defined by the legal territory of Hardy County.
- (d.) The answering point will be required to respond to calls by directly dispatching all emergency service providers, except the WV State Police where a combination Direct Dispatch/Call Transfer will be provided.
- (e.) The county answering point shall be connected to each telephone companies' telephone network as follows: Citizen's Communications by four dedicated automatic number identification and automatic location identification trunks and Hardy Telecommunications by two automatic number identification and automatic location identification trunks.

Section 4 – Emergency Service Provider; 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:

Moorefield Volunteer Fire Company
Mathias Baker Volunteer Fire Department
Capon Valley Volunteer Fire Company
Fraley Ambulance Service
Mathias Baker Volunteer Rescue Squad
Wardensville Volunteer Rescue Squad
Town of Moorefield Police Department
Town of Wardensville Police Department
Hardy County Sheriff's Office
West Virginia State Police
West Virginia Division of Natural Resources

- (c.) In the event of a dispute between the county and one or more of the 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 a request for emergency services call is misdirected, the receiving organization, at the earliest possible time, shall notify the county answering point of the misdirected call and assist, if possible, in determining the correct call routing. County answering point personnel may

request 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.) Each emergency service provider participating in the enhanced telephone system shall utilize the National Incident Management System on all incidents.
- (g.) Each emergency service provider 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 9-1-1 telephone system.
- (h.) The county will establish city style addressing, conforming to the standards and recommendations published by the National Emergency Numbers Association and the West Virginia Enhanced 9-1-1- Council, prior to the date of operation of the enhanced 9-1-1 telephone system. The county will maintain the consistent address system for all structures located within the legal territory of the county. New addresses shall be assigned upon approval of building permit and shall be part of the permit process in all municipal and county areas. The county will notify the enhanced 9-1-1 telephone system director of all address concerns and all address assignments within twenty-four hours of initiation.
- (i.) Below is listed the membership of the Hardy County Enhanced 911 Advisory Board as established by the Hardy County Commission on the third day of November, 1998 by order.

- Representative – Capon Valley Volunteer Fire Company
- Representative – Moorefield Police Department
- Representative – Wardensville Volunteer Rescue Squad
- Representative – West Virginia State Police
- Representative – Mathias Baker Volunteer Fire Department
- Representative – Wardensville Police Department
- Representative – Fraley Ambulance Service
- Representative – Hardy County Commission
- Representative – Moorefield Volunteer Fire Company
- Representative – Mathias Baker Volunteer Rescue Squad
- Representative – West Virginia Division of Natural Resources
- Representative – Hardy County Sheriff's Office
- Director – Hardy County E-911 Communications System

- (1.) The initial term of the following memberships shall be one year expiring on the 1st. day of October, 1999:

Representative – Capon Valley Volunteer Fire Company
 Representative – Moorefield Police Department
 Representative – Wardensville Volunteer Rescue Squad
 Representative – West Virginia State Police

- (2.) The initial term of the following memberships shall be two years expiring on the 1st. day of October, 2000:

Representative – Mathias Baker Volunteer Fire Department
 Representative – Wardensville Police Department
 Representative – Fraley Ambulance Service
 Representative – Hardy County Commission

- (3.) The initial term of the following memberships shall be three years expiring on the 1st. day of October, 2001:

Representative – Moorefield Volunteer Fire Company
 Representative – Mathias Baker Volunteer Rescue Squad
 Representative – West Virginia Division of Natural Resources
 Representative – Hardy County Sheriff's Office

- (4.) The Director of the Hardy County Enhanced 911 Communication System shall serve as a member of the Advisory Board at all times.

- (5.) Except as noted above for the initial terms of certain memberships and for the 911 Director, all Advisory Board Members shall be appointed by the Hardy County Commission to serve for three-year terms or for the balance of terms of memberships vacated in midterm. The initial terms of all Advisory Board Members shall have begun on the third day of November 1998.

Section 5 – Projected Costs

- (a.) The initial and capital installation costs of the enhanced 911 emergency telephone system are projected as follows:

(1.)	Integrated Radio Communication System	\$ 509,688.00
(2.)	Dispatch Consoles/Telephone Equipment	\$ 320,000.00
(3.)	Digital Mapping and Addressing of County	\$ 110,000.00
(4.)	NCIC Terminals and Set-Up	\$ 12,000.00
(5.)	Emergency Medical Dispatch Protocols	\$ 10,000.00

- (6.) Telephone Trunk Lines Installation \$ 20,000.00
- (7.) Personnel Selection and Training \$ 30,000.00
- (8.) Total Initial and Installation Capital Projection \$1,011,688.00

- (b.) The annual costs of the first five years of recurring maintenance and dispatcher costs are projected in Appendix A.
- (c.) The initial costs associated with establishing, equipping, and furnishing each county answering point are projected to be as follows:
 - (1.) Building, Grounds, and Furniture \$ 185,000.00
 - (2.) Total Building, Grounds, and Furniture Capital Projection \$185,000.00
- (d.) The annual costs of the first five years of operating and maintaining each county answering point are projected in Appendix A.

Section 6 – Imposition of Fee; Adoption of Billing Contract; Establishment of a Separate Enhanced 9-1-1 Fund; Payment of Costs not Recovered through the Fee

- (a.) The imposition, pursuant to section Three-CC, Article One, Chapter Seven {7-1-1-cc} of the West Virginia Code, of a fee of three dollars and seventy-five cents per local exchange service line or line equivalent, excluding Tele-Assistance service lines, is proposed to finance the projected costs of the enhanced emergency telephone system. Such a fee is proposed to be reduced when the capital and installation costs have been recovered to offset recurring operational, maintenance, and dispatcher costs only. Such fee is proposed to become effective on the first day of October, 1999.
- (b.) The County Commission of Hardy County adopts and ratifies the contracts attached hereto as Appendix B and Appendix C for the billing of the enhanced emergency telephone system fee by Citizens Communications and Hardy Telecommunications..
- (c.) All fees remitted under the contract referred to in subsection (b) above, are proposed to be deposited in a separate “Enhanced 9-1-1 Fund” account.
- (d.) The costs associated with establishing, equipping, furnishing, operating, and attaining the Public Safety Answering Point will be paid for by the “Enhanced 9-1-1 Fund” account.
- (e.) Costs not payable from the “Enhanced 9-1-1 Fund” account, as well as fund-payable costs for which there is insufficient fund monies, shall be paid by the Hardy County Commission from general funds and/or appropriated grants, matching funds, donations, or other revenue sources.

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 the services and facilities identified in subsection (a.), are as follows:

Citizens Communications
 Hardy Telecommunications, Inc.

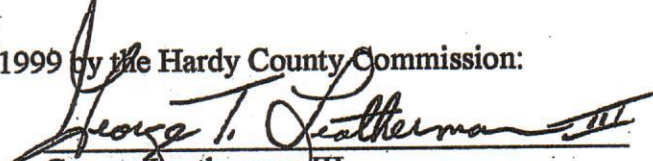
Section 8 – Tariffs, Rules and Regulations, and Laws


The final plan for the county enhanced emergency telephone system will be supplemented and superceded 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 therein.

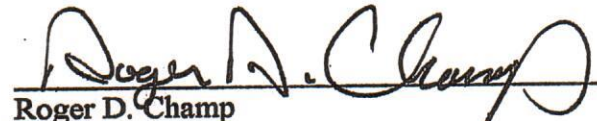
Section 9 – Filing of Plan with the Public Service Commission

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.

Adopted this twenty-second day of June, 1999 by the Hardy County Commission:


 George Leatherman III
 President


 J. Michael Teets
 Commissioner


 Roger D. Champ
 Commissioner

Appendix A

**Hardy County E-911
Five Year Budget Projection
Full Staffing**

<u>Item</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
Personnel (two dispatchers on duty)	\$245,731.78	\$258,018.37	\$270,919.29	\$284,465.25	\$298,688.51
E-911 Telephone Lines (6500)	\$7,140.00	\$0.00	\$0.00	\$0.00	\$0.00
(6700)	\$0.00	\$7,140.00	\$0.00	\$0.00	\$0.00
(6900)	\$0.00	\$0.00	\$7,140.00	\$0.00	\$0.00
(7100)	\$0.00	\$0.00	\$0.00	\$8,160.00	\$0.00
(7300)	\$0.00	\$0.00	\$0.00	\$0.00	\$8,160.00
Business Telephone and Data Lines (5)	\$4,200.00	\$4,410.00	\$4,630.50	\$4,862.03	\$5,105.13
NCIC Dedicated Data Line	\$4,200.00	\$4,410.00	\$4,630.50	\$4,862.03	\$5,105.13
Building and Grounds Maintenance*	\$5,000.00	\$5,250.00	\$5,512.50	\$5,788.13	\$6,077.53
Equipment and Remote Site Maintenance	\$7,000.00	\$7,350.00	\$7,717.50	\$8,103.38	\$8,508.54
Utilities (Water/Sewer/Garbage/Electric)*	\$4,000.00	\$4,200.00	\$4,410.00	\$4,630.50	\$4,862.03
Liability and Property Insurance**	\$3,000.00	\$3,150.00	\$3,307.50	\$3,472.88	\$3,646.52
Dues and Training	\$2,000.00	\$2,100.00	\$2,205.00	\$2,315.25	\$2,431.01
Tower Site Rental Fees	\$2,000.00	\$2,100.00	\$2,205.00	\$2,315.25	\$2,431.01
Office Supplies and Miscellaneous Items*	\$1,000.00	\$1,050.00	\$1,102.50	\$1,157.63	\$1,215.51
Capital Replacement Fund	\$33,333.33	\$33,333.33	\$33,333.33	\$33,333.33	\$33,333.33
TOTAL YEARLY EXPENSE	\$318,605.11	\$332,511.70	\$347,113.62	\$363,465.63	\$379,564.25

Expenses not recoverable by the Enhanced 911 fee.

** Some items in this category are not recoverable by the Enhanced 911 fee.

Appendix B

ENHANCED 911 BILLING CONTRACT

This contract is made this 22 nd. day of June 1999, by and between (the "Authority), and Citizens Telecommunications Company of West Virginia, d/b/a **CITIZENS COMMUNICATIONS COMPANY OF WEST VIRGINIA** ("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 Hardy County (the County").
2. Citizens Communications'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 October 1, 1999. The amount of such fee shall be \$ 3.75 per local exchange service line, except Tele-Assistance lines. 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, except Tele-Assistance lines;
 - (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 contends either that such fee is not owed by such customer or that such customer is owed a refund of such fee, Citizen Communications shall refer the question to the Authority and Citizens Communications shall thereafter collect or refrain from collecting such fee from such customer as instructed in writing to do by the Authority. Such writing shall be mailed within five (5) days of the date the question is referred, unless otherwise agreed by the parties in writing.
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:

<p>The Authority: The Hardy County Commission 204 Washington Street Moorefield, WV 26836</p>	<p>AND Hardy County OES P.O. Box 209 Moorefield, WV 26836-0209</p>
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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

Hardy County Commission
 (Full Legal Name of Authority)
 By: *George T. Leatherman III*
 George Leatherman, III
 Its: President

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

By: *R.A. Cr...*
 Its: Customer Service VP

Appendix C

ENHANCED 911 BILLING CONTRACT

This contract is made this 22nd day of June, 1999, by and between the Hardy County Commission, and Hardy Telecommunications, Inc. (Hardy Telecommunications).

The parties hereby agree as follows:

1. Hardy Telecommunications shall act as the billing agent for the Hardy County Commission for the billing of the fee imposed by the Hardy County Commission for the capital, installation and maintenance costs, including recurring, maintenance and dispatcher costs, of the enhanced emergency telephone system of Hardy County (the "County").
2. Hardy Telecommunications's duties as billing agency shall be as follows:
 - a. The enhanced emergency telephone system fee shall appear on the monthly bills that Hardy Telecommunications issues to its customers in the County, beginning with the bills dated October 1, 1999. The amount of such fee shall be \$ 3.75 per local exchange service line, except Tele-Assistance lines. For purposes of this contract, a "local exchange service line" is a line provided by Hardy Telecommunications 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, except Tele-Assistance lines;
 - (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. Hardy Telecommunications shall remit to the Hardy County 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 Hardy Telecommunications contends either that such fee is not owed by such customer or that such customer is owed a refund of such fee, Hardy Telecommunications shall refer the question to the Hardy County Commission and Hardy Telecommunications shall thereafter collect or refrain from collecting such fee from such customer as instructed in writing to do by the Hardy County Commission. Such writing shall be mailed within five (5) days of the date the question is referred, unless otherwise agreed by the parties in writing.
3. In consideration for Hardy Telecommunications billing agent services, it shall retain 3 percent of the fees collected before remitting the remainder to the Hardy County Commission. For purposes of this contract, "fees collected" shall mean the fees billed by Hardy Telecommunications less the fees uncollectible, which shall be calculated at Hardy Telecommunications current rate of uncollectible revenues for intrastate service.

4. The Hardy County Commission shall indemnify and hold Hardy Telecommunications harmless from and against any claims or suits arising out of, in connection with, or related to the Hardy County Commission'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 Hardy Telecommunications. 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 Hardy County Commission shall notify Hardy Telecommunications 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 Hardy County Commission an additional year by giving Hardy Telecommunications 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:

Hardy County Commission 204 Washington Street Moorefield, WV 26836	AND	Hardy County OES P.O. Box 209 Moorefield, WV 26836-0209
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Hardy Telecommunications, Inc.
HC 83, Box 8
Lost River, WV 26810
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 hand and seals on the date first above written.

Hardy County Commission
By: George T. Leatherman III
George Leatherman, III
Its: President

Hardy Telecommunications, Inc.
By: Dwight E. Welch
Its: GENERAL MANAGER

AFFIDAVIT OF PUBLICATION

Cost of Publication \$ 39.13

State of West Virginia
County of Hardy, to wit:

I, Phoebe Fisher Heishman, being first sworn upon my oath, do depose and say that I am President of the R. E. Fisher Company, a corporation, and publisher of the newspaper entitled THE MOOREFIELD EXAMINER, a Democratic newspaper; that I have been duly authorized by the Board of Directors of such corporation to execute all affidavits of publication; that such newspaper has been published for more than one year prior to publication of the annexed notice described below; that such newspaper is regularly published weekly on Wednesdays for at least fifty weeks during a calendar year, in the municipality of Moorefield, Hardy County, West Virginia; that such newspaper is a newspaper of "general circulation," as that term is defined in article three, chapter fifty-nine of the Code of West Virginia, 1931, as amended, within the publication area or areas of aforesaid municipality and county; that such newspaper averages in length four or more pages, exclusive of any cover, per issue; that such newspaper is circulated to the general public at a definite price or consideration; that such newspaper is a newspaper to which the general public resorts for passing events of a political, religious, commercial and social nature, and for current happenings, announcements, miscellaneous reading matters, that the annexed

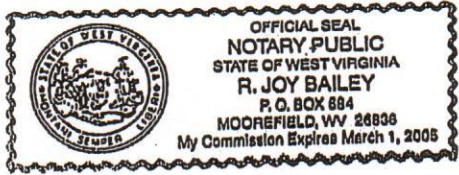
notice of HARDY COUNTY ENHANCED 911 COUNTY ORDINANCE

was duly published in said newspaper once a week for 1 successive weeks, commencing with the issue of 19 day of May 1999, and ending with the issue of the 19 day of May 1999, and was posted at the n/a on the day of , 19 .

/s/ Phoebe Fisher Heishman
Phoebe Fisher Heishman, Publisher
The Moorefield Examiner

Taken, subscribed and sworn to before me in my said county this 19th day of May, 1999.

My commission expires March 1, 2005



/s/ R Joy Bailey
Notary Public of Hardy County, WV

Hardy County, Enhanced.

911 County Ordinance

AN ORDINANCE OF HARDY COUNTY PROVIDING FOR A PROPOSAL FOR AN ENHANCED EMERGENCY TELEPHONE SYSTEM, FOR 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 commissioners to establish an enhanced emergency telephone system and to impose a fee for 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 HARDY COUNTY, WEST

VIRGINIA, PURSUANT TO AND IN ACCORDANCE WITH SECTION THREE-CC, ARTICLE ONE, CHAPTER SEVEN (7-1-3-CC) AND ARTICLE SIX) 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 COMPANIES PROVIDING LOCAL EXCHANGE SERVICE WITHIN THE COUNTY AND TO LOCAL EMERGENCY SERVICE PROVIDERS AND THAT THE COUNTY COMMISSION SEEK THE ADVICE OF SUCH COMPANIES AND SUCH PROVIDERS IN DEVELOPING A FINAL PLAN FOR AN ENHANCED EMERGENCY TELEPHONE SYSTEM.

THAT A COPY OF THE PROPOSAL HERETO ATTACHED BE MADE AVAILABLE FOR EXAMINATION BY THE PUBLIC AT THE OFFICE OF THE HARDY COUNTY CLERK, HARDY COUNTY COURTHOUSE, 204 WASHINGTON STREET, MOOREFIELD, WEST VIRGINIA DURING NORMAL BUSINESS HOURS.

THAT A PUBLIC MEETING BE SCHEDULED TO BE HELD AT THE HARDY COUNTY COURTHOUSE ON TWENTY-SECOND DAY OF JUNE, 1999 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 GEORGE LEATHERMAN III, PRESIDENT OF THE HARDY COUNTY COMMISSION IN THE MOOREFIELD EXAMINER, NEWSPAPER OF GENERAL CIRCULATION IN SUCH COUNTY, NOTIFYING THE PUBLIC OF THE DATE, TIME, PLACE, AND PURPOSE OF SUCH MEETING AND THE LOCATION AT WHICH A COPY OF SUCH PROPOSAL MAY BE EXAMINED.

5/19 1c