

ORDINANCE NO. 7 -85

By William W. Bell

An ordinance to authorize the Mayor and Auditor to execute a contract with other municipalities to intervene in the Ohio Bell Telephone Company rate proceeding before the Public Utilities Commission of Ohio and to appropriate necessary funds.

WHEREAS, there is a need to protect the residents of the City of Bexley and the City Government itself against an unreasonable increase in the rates which the Ohio Bell Telephone Company is seeking by virtue of an application filed by the Ohio Bell Telephone Company in the Public Utilities Commission of Ohio under Formal Case No. 84-1435-TP-AIR, and that opposition to said rate increase is for the preservation of peace, health and welfare; and,

WHEREAS, telephone service is a necessity of urban life; and,

WHEREAS, the Ohio Bell Telephone Company is the principal supplier of telephone service in the City of Bexley, Ohio; and,

WHEREAS, the Ohio Bell Telephone Company has filed an application for an increase in rates of \$137 million; and,

WHEREAS, the proposed increase should be examined in the greatest possible detail to determine the fairness, equity, and need for the increase in particular types of services; and,

WHEREAS, a number of cities throughout Ohio have joined in objection to this increase being granted, and determined to retain special counsel and consultants to do so; and,

WHEREAS, the City of Bexley's share in this expense is based on population; and,

WHEREAS, this Council, in the exercise of its sound discretion, deems such an expenditure to be for a public purpose and in the public interest; now, therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY:

Section 1. That the Mayor and Auditor of the City of Bexley on behalf of the City of Bexley be and they hereby are authorized to enter into an agreement with other municipalities within the State of Ohio to investigate, analyze and put forth evidence with regard to the current Ohio Bell Telephone rate proceeding, Case No. 84-1435-TP-AIR, whereby the City of Bexley shall furnish the sum of \$1,000.00 for the purpose of employing consultants and expert witnesses who will secure and furnish necessary technical information to assist participating local governments in opposing the rate increase requested by the Ohio Bell Telephone Company, and retaining special counsel to serve as special legal representative for purposes of the Ohio Bell Telephone rate proceeding, which

effort will inure to the benefit of the residents of the City of Bexley.

Section 2. That the Columbus City Attorney or his designate and such special counsel as may be retained by the City of Columbus be and they hereby are authorized to serve as special legal representatives for purposes of the Ohio Bell Telephone rate proceeding.

Section 3. That the sum of \$1,000.00 should be and it hereby is appropriated from the unencumbered General Fund to be used for the purpose of paying the City of Bexley's share of the expenses to be incurred in such rate proceeding; provided, however, that said expenditure of funds shall be subject to contracts entered into between consultants and the City of Columbus, and special counsel and the City of Columbus, which will provide for the terms under which consultants, expert witnesses and special counsel shall be retained.

Section 4. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: February 26, 1985

\_\_\_\_\_  
President of Council

ATTEST:   
\_\_\_\_\_  
Clerk of Council

APPROVED Feb 26, 1985

\_\_\_\_\_  
DAVID H. MADISON, Mayor

1st Reading - Jan. 22, 1985

2nd Reading - Feb. 20, 1985

3rd Reading - Feb. 26, 1985  
adopted

AGREEMENT

This Agreement is entered into on this 17th day of March, 1985, by and between the City of Columbus, acting on behalf of itself and as contracting agent on behalf of various governmental subdivisions of the State of Ohio, authorized to enter into this Agreement through its City Attorney by Ordinance No. \_\_\_\_\_, and the City of Bexley, authorized to enter into this Agreement through its Mayor and Auditor by Ordinance No. 7-85.

WHEREAS, the residents of the City of Columbus and the residents of the City of Bexley both receive telephone service from the Ohio Bell Telephone Company; and

WHEREAS, the Ohio Bell Telephone Company has filed an application with the Public Utilities Commission of Ohio for a rate increase, Case No. 84-1435-TP-AIR, affecting the rates and charges for telephone service offered by the Ohio Bell Telephone Company; and,

WHEREAS, the City of Columbus and the City of Bexley in consort with other cities and counties in Ohio receiving telephone service from the Ohio Bell Telephone Company, have determined that it is in the best interests of the residents of said cities and counties for the appropriate officials of said cities and counties to intervene as parties in the hearings and proceedings concerning the matter to insure that the rates and charges established by the Public Utilities Commission of Ohio for such telephone service are just, fair and reasonable; and

WHEREAS, it has been determined by such cities and counties that it is necessary to retain the services of expert public utility consultants and special legal counsel to properly and adequately evaluate the Ohio Bell Telephone Company rate increase application, and, if necessary, upon agreement of a majority of the representatives of the participating local governments present at meetings at which such issues are decided, to present such expert testimony and otherwise participate in the hearings and proceedings in the matter; and

WHEREAS, the City of Bexley desires to contribute the sum of \$ 1,000.00 to be applied toward the cost of expert consultant services, special legal counsel as required, and other reasonable and necessary expenses in conjunction with said proceedings; and

WHEREAS, the City of Columbus, through its City Attorney, is willing to receive said funds, as Escrow Agent, and to contract for the services of such expert consultants and

special legal counsel as required, and to make payment therefore, as well as other reasonable and necessary expenses incurred in conjunction with said proceedings;

NOW, THEREFORE, in consideration of the mutual promises and covenants to be kept and performed as set forth herein, the parties hereto do mutually agree as follows:

Section 1. Within thirty (30) days of the execution of this Agreement, the City of Bexley shall pay to the City of Columbus the sum of \$ 1,000.00.

Section 2. The City of Columbus, City Attorney, shall receive said funds, as Escrow Agent, and deposit same in a special fund established by the City of Columbus for such purposes.

A. The City of Columbus shall invest said funds in the same manner and to the same extent that the City of Columbus is legally permitted to invest other public monies.

B. All interest income or pro rate share of interest derived therefrom shall be credited to the fund established pursuant to the requirements of this Section.

Section 3. The City of Bexley agrees that the following officials: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, shall be authorized to recruit and evaluate expert public utility consultants and special legal counsel and recommend the same to be retained for the purposes specified in this Agreement. Such consultants, the areas of their inquiry, the major issues to be pursued by testimony and any proposed agreements significantly affecting the outcome of the case shall be approved by a majority of the representatives of the local governments participating herein and present at meetings at which such issues are decided or by such representatives as a majority may designate.

Section 4. The City of Columbus shall enter into appropriate, legally binding contracts with expert public utility consultants and with special legal counsel as required and as recommended under Section 3 of this ordinance.

Section 5. The City of Columbus shall not execute any contract with such retained expert consultants or legal counsel which contract authorizes or permits the total payments thereunder to exceed the total amount of monies specified in all executed contracts between the City of Columbus and other cities or counties for this purpose less the estimated total cost of purchasing the transcript of the hearing or such portions of it as deemed necessary and other reasonable and necessary expenses. All payments for

expert consultant services, special legal counsel, transcript copies, and all other necessary and reasonable expenses incurred shall be made in the same manner and following the same procedures as the City of Columbus is legally bound to observe for the expenditure of other public monies from the treasury of the City of Columbus.

Section 6. The City of Columbus shall prepare and forward to the City of Bexley and other cities and counties a quarterly report specifying the balance on hand in the special escrow account fund at the beginning and at the end of the quarterly accounting period, all expenditures made therefrom, all interest income credited thereto, and a statement identifying the participating cities and counties and the amount of each contribution.

Section 7. In no event shall the City of Bexley be liable for any sums of money expended pursuant to the objectives and purposes of this Agreement in an amount exceeding \$ 1,000.00.

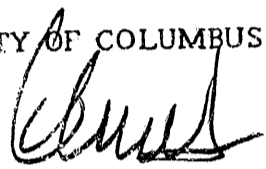
Section 8. The City of Columbus, in conjunction with any special legal counsel retained in this case, agrees to provide legal services on behalf of itself. The City of Bexley agrees that the Columbus City Attorney or his designate and any specially retained legal counsel shall be their legal representatives for purposes of this rate proceeding. Any legal services provided directly by the City of Columbus shall be at its sole cost and discretion without any contribution or remuneration therefore, other than payment from the fund of reasonable and necessary out-of-pocket expenses incurred in conjunction with such representation of the City of Bexley and the other participating local government, subject to the \$1,000.00 limitation set forth in Section 7.

Section 9. The City of Bexley agrees that the Columbus City Attorney or his designate shall be authorized to supervise and direct the activities of such consultants and special counsel on behalf of the participating local governments and for purposes of complying with the Public Utilities Commission of Ohio's rules of practice, concerning representation of parties at proceedings by more than one attorney, the Columbus City Attorney or his designate shall be designated as the trial attorney on behalf of the local participating governments.

Section 10. This Contract is terminated upon the total expenditure of all funds, including interest income which the City of Columbus has received or earned as Escrow Agent, or upon the completion of all purposes and objectives set forth herein and

identified as the reasons the parties have entered into this Agreement. In the event that upon termination there is an unexpended, unencumbered, and uncommitted balance remaining in the special escrow account fund established by the City of Columbus for the purposes set forth herein, the balance shall be returned to the City of Bexley and other local government contributors who have entered into a similar contract with the City of Columbus. The pro rata amount of said balance that each participating city and county shall be reimbursed shall be determined by multiplying the amount of said balance by a fraction, the numerator of which shall be the amount contributed by each participating city or county and the denominator shall be the total amount contributed by all participating cities and counties.

THE CITY OF COLUMBUS

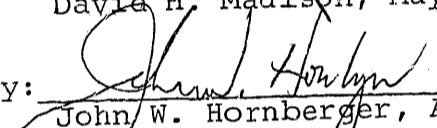
By:   
Gregory S. Lashutka  
City Attorney

3/17/85  
Date

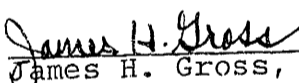
CITY OF BEXLEY, OHIO

By:   
David H. Madison, Mayor

2/26/85  
Date

By:   
John W. Hornberger, Auditor

Approved: February 26, 1985

  
James H. Gross, City Solicitor