

ORDINANCE NO. 38-82

BY: John H. Lape

An Ordinance to authorize the City of Bexley to join with other municipalities in challenging the Ohio Bell Telephone request for a rate increase and to appropriate 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 in the Public Utilities Commission of Ohio under Formal Case No. 81-1433-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 \$123 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 service; 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, OHIO:

Section 1. That the Mayor and Auditor of the City of Bexley on behalf of the City of Bexley be and they are hereby 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. 81-1433-TP-AIR, whereby the City of Bexley shall furnish the sum of \$600.00 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 peace, health and general welfare of the citizens of Bexley, the Bexley City Government and the general business community.

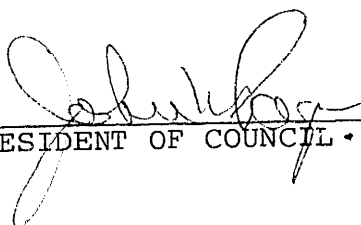
Section 2. To authorize the Mayor and Auditor of the City of Bexley to authorize the Columbus City Attorney or his designate and such special counsel as may be retained by the City of Columbus to serve as special legal representatives for purposes of the Ohio Bell Telephone rate proceeding.

Section 3. That for the purpose of paying the costs thereof and as part of the sum furnished under Section 1 of this Ordinance the expenditure of \$600.00 is hereby authorized from the unencumbered general fund. It is further provided 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.

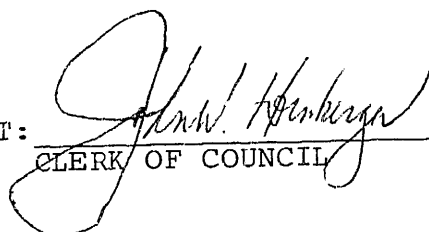
Section 4. That for the purpose of furnishing the City of Bexley's share of the cost thereof, the City of Columbus is hereby authorized to transfer the City of Bexley's pro rata share of the unexpended fund, said amount being \$473.74, from the escrow account fund created for participation in the last Ohio Bell Telephone rate increase application, No. 81-436-TP-AIR to an escrow account fund created for participation in the current Ohio Bell Telephone Company rate increase application, Case No. 81-1433-TP-AIR.

Section 5. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

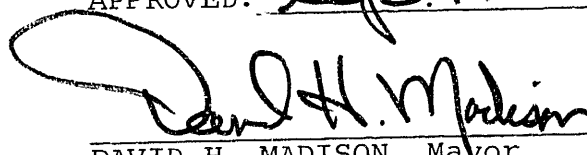
Passed: Sept 14, 1982

  
PRESIDENT OF COUNCIL - Pro Tem.

ATTEST:

  
CLERK OF COUNCIL

APPROVED: Sept 14, 1982

  
DAVID H. MADISON, Mayor

July 13, 1982 - First reading  
July 27, 1982 - Second reading  
Sept 14, 1982 - Third reading  
Adopted

AGREEMENT

This Agreement is entered into on this 7th day of October, 1982, 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 Director of Energy and Telecommunication by Ordinance No. \_\_\_\_\_, and the City of Bexley, authorized to enter into this Agreement through its Mayor and Auditor by Ordinance No. 38-82.

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. 81-1433-TP-AIR, affecting the rates and charges for nearly all 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 \$ 600.00 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 Department of Energy and Telecommunication 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 \$ 126.26 .

Section 2. Upon execution of this agreement, the City of \_\_\_\_\_ Bexley \_\_\_\_\_'s share of the unexpended funds due the City of \_\_\_\_\_ Bexley \_\_\_\_\_ under Section 11 of the agreement entered into between the City of \_\_\_\_\_ Bexley \_\_\_\_\_ and the City of Columbus for participation in the last Ohio Bell Telephone Company rate increase application, Case No. 81-436-TP-AIR; the balance of said pro rata share \$473.74 having been authorized by Ordinance No. 32-81 of the City of \_\_\_\_\_ Bexley \_\_\_\_\_ to be transferred to a new escrow fund established by the City of Columbus for purposes of paying the cost of participating in the current Ohio Bell Telephone Company rate increase application Case No. 81-1433-TP-AIR, is hereby made a part of the funds furnished by the City of \_\_\_\_\_ Bexley \_\_\_\_\_, in addition to the sum paid under Section 1 of this agreement, said transferred amount being subject to all terms and conditions of this agreement in the same manner as funds received pursuant to Section 1 of this Agreement.

Section 3. The City of Columbus, Department of Energy and Telecommunication, 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 rata share of interest derived therefrom shall be credited to the fund established pursuant to the requirements of this Section.

Section 4. The \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ Bexley \_\_\_\_\_ agrees that the Columbus City Attorney, the Columbus Director of Energy and Telecommunication, the Public Utilities Commissioner of Akron, the Law Director of Dayton, or their respective designates 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 5. The City of Columbus Department of Energy and Telecommunication shall enter into appropriate, legally binding contracts with expert public utility consultants and with special legal counsel as required and as recommended under Section 4 of this ordinance.

Section 6. 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 7. 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 8. 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 \$ \_\_\_\_\_.

Section 9. 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 City of Columbus 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 governments.

Section 10. 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 11. 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 established by the City of Columbus for the purposes set forth herein, the balance shall be returned to the \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ Bexley \_\_\_\_\_ and the 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  
Gregory S. Lashutka  
City Attorney

10/13/82  
Date

By: Anne C. Meier  
Anne C. Meier  
Director  
Department of Energy and Telecommunication

10/13/82  
Date

THE CITY OF BEXLEY

By: David H. Madison  
David H. Madison  
Mayor

Oct. 8, 82  
Date

By: John W. Hornberger  
John W. Hornberger  
City Auditor

10/8/82  
Date