

ORDINANCE NO. 57-83

BY: John H. [Signature]

An Ordinance to authorize the City of Bexley to join with other cities to challenge the proposed increase in rates by the Columbus and Southern Ohio Electric Company 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 Columbus and Southern Ohio Electric Company is seeking by virtue of an application filed by the Columbus and Southern Ohio Electric Company in the Public Utilities Commission of Ohio under formal case no. 83-314-EL-AIR and that opposition to said rate increase is for the preservation of peace, health, and welfare; and,

WHEREAS, electricity is a necessity of urban life; and

WHEREAS, the Columbus and Southern Ohio Electric Company is the principal supplier of electricity in the City of Bexley, Ohio; and,

WHEREAS, the Columbus and Southern Ohio Electric Company has filed an application for an increase in rates of \$98.8 million; and

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

WHEREAS, a number of cities throughout Ohio have joined in objection to this increase being granted, and determined to retain consultant(s) to do so; and,

WHEREAS, the City of Bexley desires to contribute to this effort by providing financial support,

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 Columbus and Southern Ohio Electric Company rate proceeding, Case No. 83-314-EL-AIR, whereby the City of Bexley shall furnish the sum of \$500.00 for the purpose of employing consultant(s) and expert witness(es) who will secure and furnish necessary technical information to assist participating local governments in opposing the rate increase requested by the Columbus and Southern Ohio Electric Company, 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 to serve as special legal representative for purposes of the Columbus and Southern Ohio Electric Company rate proceeding.

Section 3. That for the purpose of paying the costs thereof the expenditure of \$500.00 is hereby authorized from the General Fund. It is further provided that said expenditure of funds shall be subject to contracts entered into between consultant(s) and the City of Columbus, which will provide for the terms under which consultant(s) or expert witness(es) 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: Sept 13 1983

Andrew Thomas Christy
President of Council

ATTEST:

John H. Hays
Clerk of Council

APPROVED: Sept 13 1983

David H. Madison
DAVID H. MADISON, Mayor

July 12, 1983 First reading
July 26, 1983 Second reading
Sept 13, 1983 Third reading

AGREEMENT

This Agreement is entered into on this 15th day of December, 1983, by and between the City of Columbus, acting on behalf of itself and as contracting agent on behalf of various government subdivisions of the State of Ohio, authorized to enter into this Agreement through its Director of Energy and Telecommunication by Ordinance No. 868-83 and the City of Bexley, authorized to enter into this Agreement through its Mayor and Auditor (position title) by Ordinance No. 52-83.

WHEREAS, the residents of the City of Columbus and the residents of the City of Bexley both receive electricity from the Columbus & Southern Ohio Electric Company; and

WHEREAS, the Columbus & Southern Ohio Electric Company has filed an application with the Public Utilities Commission of Ohio for a rate increase, Case No. 83-314-El-AIR, affecting the rates and charges for electricity offered by the Columbus & Southern Ohio Electric Company; and

WHEREAS, the City of Columbus and the City of Bexley, in consort with other cities in Ohio receiving electricity from the Columbus & Southern Ohio Electric Company, have determined that it is in the best interests of the residents of said cities for the appropriate officials of said cities 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 electricity are just, fair, and reasonable; and

WHEREAS, it has been determined by such cities that it is necessary to retain the services of expert public utility consultant(s) to properly and adequately evaluate the Columbus & Southern Ohio Electric 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 \$ 500.00 to be applied toward the cost of expert consultant services 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 as required, and to make payment therefore, as well as other reasonable and necessary expenses incurred in conjunction with said proceedings; and

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 \$ 500.00.

Section 2. 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 3. The City of Bexley agrees that a steering committee appointed by representatives of participating cities shall be authorized to recruit and evaluate expert public utility consultant(s) and recommend the same to be retained for the purposes specified in this Agreement. Such consultant(s), the areas of their inquiry, the major issues to be pursued by 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 Department of Energy and Telecommunication shall enter into appropriate, legally binding contracts with expert public utility consultant(s) 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 consultant(s) 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 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, transcript copies, and all other necessary and reasonable expenses incurred shall be made in 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 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 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 \$ 500.00.

Section 8. The City of Columbus, agrees to provide legal services on behalf of itself; the City of Bexley agrees that the Columbus City Attorney or his designate 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 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 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 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

and the denominator of which shall be the total amount contributed by all participating cities.

THE CITY OF COLUMBUS

By: Gregory S. Lashutka
Gregory S. Lashutka
City Attorney

1/13/84
Date

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

12/15/83
Date

By: David H. Madison
David H. Madison

Sept 13, 83
Date

Mayor
Position

Bexley
City

By: John W. Hornberger
John W. Hornberger
Auditor

9/13/83
Date