

ORDINANCE NO. 35 -68

By: Bell

To authorize the Mayor to execute an agreement with The Ohio Bell Telephone Company for the installation and maintenance of telephones at various locations on the streets or at other locations owned by the City.

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

Section 1. That the Mayor, on behalf of the City of Bexley, Ohio, be and he is hereby authorized and directed to execute an agreement with The Ohio Bell Telephone Company in the following form:

LICENSE FOR PUBLIC TELEPHONES

The Ohio Bell Telephone Company (hereinafter called the "Company") and the City of Bexley (hereinafter called the "City"), as of this 1st day of November, 1968, agree as follows:

1. The City grants to the Company the privilege of installing, operating and maintaining such coin collector public telephones and telephone booths, hereinafter collectively referred to as "telephone equipment" at various locations on the streets and public places in the City, or at other locations owned by the City, as the Company deems advisable, for the furnishing of telephone service to the public, provided each such location for telephone equipment shall be first approved in writing by the Director of Public Utilities. The City reserves the right to withdraw such approval at any time, and to require either the relocation or the removal of telephone equipment from any or all of such locations within thirty (30) days after receipt of written notice to so relocate or remove.
2. The Company may remove such telephone equipment from any location at any time. However, the Company shall notify the Director of Public Utilities of such removal in writing within thirty (30) days after such removal.
3. The Company will furnish service to the public over such telephone equipment in accordance with its schedules on file with The Public Utilities Commission of Ohio.
4. The Company will pay to the City an amount equal to 17% of the total receipts, excluding applicable taxes, collected at such telephones.
5. The Company, its successors and assigns, agrees to and will indemnify and save harmless the City, its officers and employees, from and against any and all loss, except that arising from the sole negligence of the City, its officers or employees, resulting from injury to or death of persons or damage to property, arising out of or resulting from, or in any manner caused by the presence, location, use, operation, installation, maintenance, repair, replacement or removal of such telephone equipment, or by the acts or omissions of the employees or agents of the Company in connection with such telephone equipment, and such loss shall include all costs, charges, expenses, payments and reasonably incurred attorneys'

fees in connection with such injury, death or damage.

6. No liability for interruption of service shall attach to the Company by reason of this agreement.

7. For the purpose of making collections hereunder or of inspecting, repairing or removing any part of such telephone equipment from the premises of the City, the Company's employees may have access thereto at any reasonable hour.

8. This agreement shall remain in effect until terminated by thirty (30) days written notice from either party to the other.

WHEREFORE, the parties hereto have caused this agreement to be executed by their respective duly authorized officials as of the day and year first herein written.

Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: Oct 8, 1968.

J. R. Rath
President of Council

Attest: [Signature]
Clerk of Council

Approved: October 9th, 1968

R. D. McClure
MAYOR

Postal 10/9/68