

Board of Township Trustees

Minutes of Meeting Held Aug 27th 1956 A. D. 19

RESOLUTION (1933h Revised Code of Ohio)

The Trustees of the Bond Retirement Fund of Boston Township, Summit County, Ohio, met this 27th day of August 1956 and it was duly moved by Mr. Geo. E. Fisher Jr seconded by Mr. Lawson W. Scoble that the Boston Township notes for the HEALEY ROAD T. R. #442, Road Improvement No. 1, in the amount of Six Thousand Five Hundred Dollars (\$6,500.00) be rejected by this Board, due to the lack of available funds.

Roll Call:

Mr. _____

yes

Mr. _____

yes

Mr. _____

yes

Marie L. McDewitt, Clerk
Board of Boston Township Trustees
Summit County, Ohio

Record of Meetings

Minutes of Meeting Held Aug 27th 1956 *A. D. 19*

RATIFYING THE REVISED ASSESSMENTS FOR
WHALEY ROAD T. R. #442, ROAD IMPROVEMENT NO. 1, SUMMIT COUNTY OHIO
(5573.10 - 5573.11 Rev. Code of Ohio)

WHEREAS, this Board of Boston Township Trustees, Summit County, Ohio, in accordance with the provisions of Sections 5573.10 and 5573.11 Revised Code of Ohio and by Resolution duly adopted on the Eleventh Day of July 1956, did adopt approve and confirm the list of estimated assessments for the improvement known as Whaley Road T. R. #442, Road Improvement No. 1, Boston Township, Summit County, Ohio; and

WHEREAS, the Contract for the improvement was awarded J. A. Mayer Co., August 13, 1956, and actual costs of construction, engineering, inspection and other expenses have now been determined; now

THEREFORE, BE IT RESOLVED, by this Board of Boston Township Trustees, Summit County, Ohio, that, pursuant to the provisions of Sections 5573.10 and 5573.11 of the Revised Code of Ohio, that the revised apportionment of the assessments are hereby ratified and cash payments on the same will be accepted by this Board until 12:00 o'clock noon, Eastern Standard Time, November 15, 1956, at which time all the unpaid assessments on the aforesaid improvement plus the Bond interest thereon, will be certified to the Summit County Auditor, to be by him placed upon a special duplicate against the property and collected as other taxes. The principal to be payable in ten (10) semi-annual installments extending over a period of five (5) years;

BE IT FURTHER RESOLVED, that the Clerk of the Board be and he is authorized and directed to cause a copy of this resolution be published once a week for two consecutive weeks, October 8, 1956 and October 15, 1956 in the Akron Beacon Journal, a newspaper published and of general circulation with Boston Township, notice that such assessments are to be levied, that the same is on file in the office of the Clerk of the Board of Boston Township Trustees, Marie L. McDovitt, 1802 Main St., Peninsula, Ohio, and that cash payments will be honored until 12:00 o'clock noon, Eastern Standard Time, November 15, 1956.

Board of Township Trustees

Minutes of Meeting Held

Aug 27th 1956

A. D. 19

Adopted at a special meeting held on the 27th day of August 1956.

TOWN OF BOSTON
COUNTY OF SUMMIT

RESOLUTION NO. 1, 1956

The Board of Trustees of the Township of Boston, Ohio, do hereby certify that the following is a true and correct copy of the minutes of the meeting held on the 27th day of August 1956.

Board of Boston Township Trustees,
Summit County, Ohio.

Whereas, the Board of Trustees of the Township of Boston, Ohio, do hereby certify that the following is a true and correct copy of the minutes of the meeting held on the 27th day of August 1956.

Marie L. McDewitt, Clerk
Board of Boston Township Trustees
Summit County, Ohio.

That the Board of Trustees of the Township of Boston, Ohio, do hereby certify that the following is a true and correct copy of the minutes of the meeting held on the 27th day of August 1956.

That the Board of Trustees of the Township of Boston, Ohio, do hereby certify that the following is a true and correct copy of the minutes of the meeting held on the 27th day of August 1956.

That the Board of Trustees of the Township of Boston, Ohio, do hereby certify that the following is a true and correct copy of the minutes of the meeting held on the 27th day of August 1956.

[Signature]
ATTEST TO THE ABOVE
[Signature]
CLERK

THAT THE BOARD OF TRUSTEES OF THE TOWNSHIP OF BOSTON, OHIO, DO HEREBY CERTIFY THAT THE FOLLOWING IS A TRUE AND CORRECT COPY OF THE MINUTES OF THE MEETING HELD ON THE 27TH DAY OF AUGUST 1956.

Record of Meetings

Minutes of Meeting Held

A. D. 19

UNITED STATES OF AMERICA
STATE OF OHIO
COUNTY OF SUMMIT
TOWNSHIP OF BOSTON

WHALEY ROAD T. R. #442, ROAD IMPROVEMENT NO. 1, NOTE \$6,500.00

KNOWN ALL MEN BY THESE PRESENTS, that the Township of Boston, County of Summit, State of Ohio, acknowledges itself to owe for value received, hereby promises to pay to bearer, the sum of

SIX THOUSAND FIVE HUNDRED DOLLARS NO-CENTS

on or before the _____ day of _____, 1957, with interest thereon from the date hereof at the rate of two and one-half per centum (2½%) per annum, payable semi-annually and until the principal sum is paid. The principal sum and interest thereon are payable in lawful money of the United States of America at the office of the Boston Township Clerk, Peninsula, Ohio, upon the presentation and, as to principal, surrender of this note as the same falls due.

This note is issued in anticipation of the issuance of bonds and of the levy and collection of special assessments for the construction of Whaley Road T. R. #442, Road Improvement No. 1, under authority of, pursuant to, and in full compliance with the general Revised Code, and pursuant to resolution of the Board of Boston Township Trustees duly passed on the 11th Day of July, 1956.

AND, IT IS HEREBY CERTIFIED AND RECITED, that all acts, conditions and things necessary to be done precedent to and in the issuing of this note, in order to make it a legal, valid and binding obligation of said Township of Boston, have been done, have happened and been performed in regular and due form as required by law; that the faith, credit and revenue of said Township are hereby irrevocably pledged for the prompt payment of the principal and interest thereof at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing this note.

IN WITNESS WHEREOF, the said Township of Boston, in the County and State aforesaid, has caused this note to be signed by at least two of its Trustees and by the Clerk of the Board of Township Trustees, and countersigned by the County Auditor, and the official seal of said County Auditor to be hereto affixed this _____ Day of _____ 1956.

TRUSTEES, TOWNSHIP OF BOSTON

AUDITOR OF SUMMIT COUNTY

BOSTON TOWNSHIP CLERK

Board of Township Trustees

Minutes of Meeting Held

A. D. 19

LITIGATION AND SIGNATURE CERTIFICATE

We, the undersigned, do hereby certify that we did on the _____ day of _____ 1956, sign \$6,500.00 Note of the Township of Boston, Summit County, Ohio, of the denomination of \$6,500.00 dated the _____ Day of _____ 1956, bearing interest at the rate of 2½ per centum per annum, payable semi-annually, said Note being payable at the office of the Clerk of Boston Township Trustees and numbered and payable as follows: One note payable on or before _____ 1957.

That our signatures as shown upon the same are genuine, as is the seal attached thereto, and that we were at the date of such signatures and now are the duly chosen, qualified and acting officials indicated therein and authorized to execute the same.

We further certify: (A) that no litigation of any nature is now pending or threatened restraining or enjoining the issuance and delivery of the same, or the levy and collection of taxes or assessments to pay the principal and interest thereof, nor in any manner questioning the proceedings and authority under which the same have been had, or affecting the validity of the same; (B) that neither the corporate existence or boundaries of said political sub-division, nor the title of the present officers to their respective offices is being contested; (C) that no authority or proceedings for the issuance of the same have been repealed, revoked or rescinded and (D) that no petitions for the referendum have been filed with respect to any measure authorizing the issuance of the same.

The facsimile signature upon the coupons of said Note is the facsimile signature of the fiscal officer of said political subdivision.

Bonded and delivered at Peninsula, Ohio, this _____ day of _____ 1956
(SIGNATURE) (TITLE)

Trustee, Boston Township

Trustee, Boston Township

Trustee, Boston Township

Clerk, Board of Boston Township Trustees

I hereby certify that the signatures of the officers above described are true and genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of the Hudson Bank at Hudson, Ohio, this _____ Day of _____ 1956.

Record of Meetings

Minutes of Meeting Held

A. D. 19

TRANSCRIPT CERTIFICATE OF BOSTON TOWNSHIP CLERK

(133.39 Revised Code of Ohio)

I, Marie L. McDavitt, do hereby certify that I am the Clerk of the Board of Boston Township Trustees, Summit County, Ohio, duly appointed thereto April 17, 1936, elected thereto November 7, 1939, for a term of four years, duly re-elected November 7, 1943, duly re-elected November 4, 1947, duly re-elected November 6, 1951 and duly re-elected thereto November 8, 1955 for terms of four years each.

I, further certify that I have examined the transcript of the proceedings had by the Trustees of the Township of Boston, Summit County Ohio, relative to the issuance and sale of the notes of said Township in the sum of Six Thousand Five Hundred Dollars (\$6,500.00) for the purpose of raising money in anticipation of the collection of special assessments for the improvement known as WHALEY ROAD T. R. #142 Road Improvement No. 1 under the authority of §§71.15, §§73.07 Revised Code of Ohio, and I further certify that the same, in my opinion, comply with all laws relating to such proceedings and that no provisions of law have been violated.

I, further certify that the tax necessary to be levied for the creation of a sinking fund with which to pay the interest and retire said notes at maturity is not in excess of any constitutional or statutory limitations, and that no litigation contesting the validity of said notes issue is pending or threatened.

I, further certify that the title of the present Township Officers to their respective offices is not being contested.

I, further certify that the present assessed valuation of Boston Township is \$_____ and the items of note or bond indebtedness now outstanding amount to \$_____.

Board of Township Trustees

Minutes of Meeting Held

A. D. 19

I, further certify that the Boston Township WHALEY ROAD T. R. #442 Road Improvement No. 1 notes amounting to \$6,500.00 were offered to the Board of Boston Township Trustees and were rejected for investment as they have no available retirement funds.

I, further certify that the special assessments for the WHALEY ROAD T. R. #442 Road Improvement No. 1 have been delivered to the County Auditor for collection as per the resolution ratifying the revised apportionment of the assessments duly adopted _____, 1956

Marie L. McDovitt,
Clerk of Board of Boston Township
Trustees,
Summit County Ohio,

Dated this _____ day of _____ 1956

Record of Meetings

Minutes of Meeting Held

A. D. 19

THE BUCKEYE UNION CASUALTY COMPANY

COLUMBUS 16, OHIO

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That THE J. A. MAYER COMPANY, INC., a CORPORATION OF PENNSYLVANIA, OHIO, as Principal, hereinafter called Contractor, and THE BUCKEYE UNION CASUALTY COMPANY, an Ohio Corporation with Principal Office at 515 East Broad Street, Columbus, 16, Ohio, as Surety, hereinafter called Surety, are held and firmly bound unto

THE TRUSTEES OF BOSTON TOWNSHIP, SUMMIT COUNTY, OHIO as Obligees, hereinafter called Owner in the amount of SIX THOUSAND, ONE HUNDRED THIRTY THREE AND 15/100 Dollars (\$6,133.15) for the payment whereof Contractor and Surety find themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement date AUGUST 6, 1956 entered into a Contract with Owner for WHALEY ROAD T.R. #442, ROAD IMPROVEMENT NO. 1 Grading, ditching, shaping road surface, installing necessary driveway and roadway culverts and surfacing the traveling surface with approved road gravel in accordance with drawings and specifications prepared by them which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

WHENEVER Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term 'Balance of the contract price', as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner. Signed and sealed this 9th day of August A. D. 1956,

THE J. A. MAYER COMPANY, INC.,
by J. A. Mayer,

THE BUCKEYE UNION CASUALTY COMPANY

By H. E. Neal
Attorney-in-Fact.

Board of Township Trustees

Minutes of Meeting Held

A. D. 19

THE BUCKEYE UNION CASUALTY COMPANY

Columbus 16, Ohio

LABOR & MATERIAL PAYMENT BOND.

KNOW ALL MEN BY THESE PRESENTS:

The THE J. A. MAYER COMPANY, INC., A CORPORATION OF PENINSULA, OHIO as Principal, hereinafter called Principal, and the BUCKEYE UNION CASUALTY COMPANY, an Ohio Corporation with Principal Office at 515 East Broad Street, Columbus, 16, Ohio, as Surety, hereinafter called Surety, are held and firmly bound unto THE TRUSTEES OF BOSTON TOWNSHIP, SUMMIT COUNTY, OHIO, as Obligee, hereinafter called Owner, for the use and benefit of Claimants as hereinafter defined, in the amount of SIX THOUSAND, ONE HUNDRED THIRTY THREE AND 15/100 Dollars (\$6,133.15), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement date August 6, 1956 entered into a Contract with Owner for WAILEY ROAD, T. R. #442, ROAD IMPROVEMENT NO. 1, grading, ditching, shaping road surface, installing necessary driveway and roadway culverts and surfacing the traveling surface with approved road gravel in accordance with drawings and specifications prepared by them which Contract is by reference made a part hereof, and is hereafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions;

1. A Claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant in the name of the Owner, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant,

(a) Unless claimant shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days, after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

Record of Meetings

Minutes of Meeting Held

A. D. 1956

- (b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract.
- (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

b. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment of any Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 9th day of August A. D. 1956.

THE J. A. MAYER COMPANY, INC.,
Principal

by

THE SUCRETE UNION CASUALTY COMPANY

by

Attorney-in-Fact.

Board of Township Trustees

Minutes of Meeting Held

A. D. 19

CERTIFICATE OF INSURANCE

Date August 9, 1956

THIS IS TO CERTIFY that the Insured named below is at this date insured with the HUCKEYE UNION CASUALTY COMPANY as described in the following schedule.

DESCRIPTIVE SCHEDULE

Insured THE J. A. MAYER COMPANY, INC.
Address Peninsula, Ohio
Locations covered Summit County, Ohio and elsewhere
Description of work Whalley Road.. Grading, Ditching and Road Surfacing, necessary driveway and roadway culverts and surfacing the traveling surface with approved road gravel.

TYPE OF INSURANCE

KIND	POLICY NO.	EXPIRATION DATE	LIMITS OF LIABILITY
Comprehensive General Liability			Each Person \$100,000.00 Each accident \$100,000.00
Bodily Injury	CIA 11513	1-13-57	
General Liability			Each accident \$ 25,000.00
Property Damage	CIA 11513	1-13-57	Aggregates \$ 25,000.00
Automobile			Each Person \$100,000.00
Bodily Injury	CIA 11513	1-13-57	Each accident \$100,000.00
Automobile			
Property Damage	CIA 11513	1-13-57	Each Accident 25,000.00

This certificate is issued at the request of Boston Township Trustees whose address is Summit County Ohio.

In the event of Cancellation of the insurance The Buckeye Union Casualty Company agrees if possible, to give notice to the said Boston Township Trustees ten days before the date of Cancellation, but shall not be liable in any way for failure to give such notice.

THE HUCKEYE UNION CASUALTY COMPANY

By

Record of Meetings

Minutes of Meeting Held

A. D. 19

THE BUCKEYE UNION CASUALTY COMPANY COLUMBUS, OHIO

KNOWN ALL MEN BY THESE PRESENTS, that THE BUCKEYE UNION CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Ohio, and having its principal office in the City of Columbus, in said State, does by these presents make, constitute and appoint

W. L. NEAL AND E. C. PARKER, jointly or severally of Akron, and State of Ohio its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts, or agreements of indemnity and other conditional or obligatory undertakings and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following provisions of the Resolution adopted by the Board of Directors of The Buckeye Casualty Company at a meeting held on the 20th day of January, 1918:

"IN WITNESS WHEREOF, THE BUCKEYE UNION CASUALTY COMPANY HAS caused these presents to be signed by its Assistant Secretary, and its corporate seal to be hereto affixed this 15th day of June A. D., 1956.

THE BUCKEYE UNION CASUALTY COMPANY

by /s/ Fred Smith

Assistant Secretary

Seal

STATE OF OHIO }
COUNTY OF FRANKLIN } ss

On this 15th day of June A. D., 1956, before me personally came Fred Smith, to me known, who, being by me duly sworn, did depose and say, that he resides in the City of Columbus, that he is Assistant Secretary of the Buckeye Union Casualty Company, the Company described in and which executed the above instrument; that he knows the seal of said Company, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company and that he signed his name thereto by like order.

/s/ Paul T. Feltz,

Notary Public

STATE OF OHIO }
COUNTY OF FRANKLIN } ss

I, J. R. McGarry, Assistant Secretary of THE BUCKEYE UNION CASUALTY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the City of Columbus, Ohio, this 9th day of August A. D. 1956

J. R. McGarry,
Assistant-Secretary.

Board of Township Trustees

Minutes of Meeting Held

A. D. 19

ADVERTISEMENT

INVITATION TO BIDDERS

NOTICE TO CONTRACTORS.

INFORMATION TO BIDDERS.

Unless otherwise specifically noted, all materials used on work under this contract shall meet the requirements of the Standard Specifications of the State of Ohio, Department of Highways, as published in the construction and Material Specifications.

Prospective bidders are advised that the Township does not guarantee the location of any sub-surface structure, nor the true character of any sub-surface material shown on the contract drawings. The indication of such structure and of such materials on the drawings are based on the best data available, but are not to be regarded as conclusive.

At least forty-eight (48) hours before breaking ground, the Contractor shall notify all Public Service Corporations whose tracks, wires, pipes, conduits or other structures may be affected by his operations. He shall likewise notify the Chief of the Fire Department of the temporary block of any street.

Sub-surface structures encountered in the prosecution of the work shall be protected and maintained in complete operation, unless permission for their removal or relocation is given.

Existing sub-surface structures, including old sewers, abandoned drains etc., which may appear within the limits of the excavation, shall be removed, if required by the Engineer, but such removal will not be paid for separately, being included in the price paid for the excavation or other items, including such excavation.

Existing structures which may be encountered in, or along the work shall be removed and replaced, or shall be maintained by the Contractor or at his instance and expense by the parties interested, and in such manner as to secure the safety of the public and the structure affected. The use of the pipes, conduits, poles, etc., shall not be interrupted without the consent of the parties using or controlling the same.

Whaley Road, T. R. #448, from its intersection with Cleveland-Akron Road, S.R. #8, westerly 2564.00 feet being within Poston Township, Summit County, Ohio, is to be improved by grading, ditching, installing necessary driveway and roadway culvert pipe and by graveling the road surface.

EXCAVATION (unclassified), shall include the moving of all material shown above the finished grade on the cross-sections. Wherever possible, the existing road material shall be kept within the travel area and waste material shall be that which is unsuitable for road construction.

The roadway surface is to be shaped and all slopes are to be graded to a uniform grade under the Excavation item, (unclassified).

All border line trees that can be saved shall be saved and shall be graded around, as ordered by the Project Engineer.

Corrugated Metal Pipe shall be installed in designated driveways and backfilled with suitable materials from the excavation, and surfaced with road gravel.

Existing C. & P. in driveways that the Project Engineer approves for relaying shall be placed in the new ditch and backfilled with suitable materials from the excavation and surfaced with road gravel.

The Road surface is to be gravelled according to the standards ap-

Record of Meetings

Minutes of Meeting Held

A. D. 19

proved by the Summit County Planning Commission, Summit County Commissioners, Summit County Trustees' Association and Summit County Engineer.

INSTRUCTIONS TO BIDDERS

Bidders are advised, before submitting their proposals, to familiarize themselves with the present condition of the project involved, by a careful examination of the same on the ground, as well as with the plans, profiles and specifications.

Plans, profiles, specifications and proposal blanks, may be obtained from the Summit County Engineer, Summit County, Ohio.

Each proposal must contain the full name of the party or parties making the same and all persons interested therein.

Certified checks shall be made payable to the order of the Board of Boston Township Trustees, Summit County, Ohio. Should any proposal be rejected, such check will be returned to the bidder. Should any proposal be accepted, such check will be returned, upon proper execution and securing of the contract. If the bidder to whom the contract has been awarded shall refuse or neglect, within ten days after the notice of such award, to execute the same and furnish surety in the amount required, then the certified check shall be forfeited to said Board of Boston Township Trustees, Summit County, Ohio, as liquidated damages for such neglect or refusal, and the amount so collected shall be paid into the fund provided for payment of the cost of the proposed improvement.

When a proposal is accepted, and within ten days thereafter, the bidder whose proposal is so accepted will be required to enter into a contract in the form hereto attached and give bond, in the sum equal to 100% of the total bid price, executed by an authorized surety, guaranty or trust company, or companies, to the satisfaction of the Board of Boston Township Trustees.

If the bid is made by a firm or corporation, the name and place of residence of each member of the firm or partnership must be given. If made by a corporation, the person signing shall state under the laws of what state the corporation was chartered and the name and title of officers having authority under the by-laws to sign contracts. Anyone signing a proposal as agent must file with it legal evidence of his authority to do so.

Two proposals from a firm, corporation, or association under different names will not be considered. Reasonable grounds for supposing that any bidder is interested in more than one proposal for this work will be cause for the rejection of all proposal in which he is interested, and all proposals will be rejected if there are reasonable grounds for supposing that there is collusion among bidders, and all participants in such collusion shall not receive further recognition as bidders for this work.

Bidders are invited to be present at the opening of the proposals, which will occur at the office of the Clerk of Board of Boston Township Trustees, at Boston Township Hall, Aug 6, 1956 at 12 O'clock Noon, E. R. S. T.

Assignment of Contract. The successful Contractor shall not assign this contract, or any part thereof, without the approval of the Board of Boston Township Trustees, nor without the consent of surety, unless the surety has waived its right to notice of assignment. All assignments of funds are subject to the prior lien for services rendered, or materials supplied, for the performance of the work called for in the contract, in favor of all persons, firms or corporations rendering such services or applying such materials.

Board of Township Trustees

Minutes of Meeting Held

A. D. 19

PROPOSAL

Peninsula Ohio Aug 1956

TO THE CLERK OF Board of Boston Township Trustees, Summit County, Ohio.

The undersigned bidder certifies that he has examined, in their entirety, the Notice to Contractors, Instructions to Bidders, Form of Contract and Bond 'B', and the Estimated Quantities, Drawings, Plans of 'Standard' Structures, General Provisions and Specifications which shall govern this improvement of Whaley Road, T. 3. S. R. 14. E., Road Improvement No. 1 by grading, ditching, installing necessary driveway and ready culvert pipe and by graveling the road, surface, all in accordance with adopted Summit County Standards.

The undersigned proposes to furnish any and all material, tools, labor transportation, machinery, appliances and appurtenances necessary, and to prosecute to full completion, the work called for under this improvement, all upon the terms and under the conditions and provisions set forth in this proposal, in the Instructions to Bidders, Form of Contract and Bond, General Provisions and Specifications herein contained, and in accordance with the Drawings and plans of 'Standard' Structures for such improvement, and in consideration thereof, to accept from the Board of Boston Township Trustees, Summit County, Ohio, as full payment for the completion of each item as specified, the respective unit price hereafter set forth.

It is understood and agreed that the 'Estimated Quantities' are approximate only, and that they shall be used in determining the total amount of bids for the purpose of ascertaining the lowest bidder, and may be increased or diminished at the option of the County Engineer, during the term of the contract. If awarded the contract, the undersigned shall not be entitled to any claim for loss of profit or other damages, should the actual quantities of any or all items specified prove to be greater, or less, than is herein given in the column of Estimated Quantities.

The undersigned agrees that, if this proposal shall be accepted, the undersigned will, within ten (10) days after notification of such acceptance enter into the contract for the performance of the work proposed within 60 days thereafter, and, as a guaranty of the faithful performance thereof, to furnish at the time of executing the contract, a bond in an amount equal to 100% of the total bid price, and with sureties subject to the approval of the Board of Boston Township Trustees, Summit County, Ohio. Upon failure to execute the Contract and Bond as aforesaid, it is agreed that the undersigned shall forfeit the certified check accompanying the proposal to the Board of Boston Township Trustees, Summit County, Ohio, as liquidated damages caused by such failure.

Record of Meetings

Sheet No. 5

Proposed Bid for Item	Approximate Quantities	Unit	Labor	Units Price Material	Total Unit-Bid	Total Unit Bid Written in Word
1	2158 Cu Yds	Excavation (Unclassified)	1.20	-	259.00	Twenty-four Hundred Fifty-eight dollars
2	1,200 Tons	Approved Road Gravel	.50	1.50	2400.00	Twenty-four hundred dollars
3	84 11in ft.	15" C.M.P. Road Culverts	1.00	2.10	285.60	Two Hundred Eighty-five Dollars and sixty cents
4	288 11in ft.	12" C.M.P. for Driveways	1.00	1.85	820.80	Eight Hundred Twenty Dollars and eighty cents
5	25 11in ft.	Existing C.M.P. retained in new ditch	-	2.75	68.75	Sixty-eight Dollars and seventy cents
6	Lump Sum	Industrial Insurance, lights, barricades, etc.	-	-	100.00	One Hundred Dollars and no cent
					\$ 6,133.15	Six Thousand One Hundred Thirty-three dollars and fifteen cents.

A. D. A.

Board of Township Trustees

Minutes of Meeting Held

A. D. 19

The Bidder hereby agrees that the Board of Boston Township Trustees, Summit County, Ohio, has the right to reject any and all bids, and the bidder will not dispute the correctness of the quantities used to determine the lowest and best bid.

It is understood that the Owner may reject any and all unreasonable prices.

Accompanying this bid is a certified check in the amount of Two Hundred Dollars (\$200.00) payable to the Boston Twp Trustees of Summit County, Ohio, which, it is agreed, shall be retained as liquidated damages, in conformity with the form of Contract and furnish Performance Bond, as specified, within ten (10) days after notification of award of contract to the undersigned.

Firm Name **J. A. Mayer Co.,**

Mailing address of all parties signing above

J. A. Mayer Co.

Pecanula Ohio

Record of Meetings

Minutes of Meeting Held

A. D. 19

ARTICLES OF AGREEMENT

This agreement, made and entered into this 25th day of August in the year one thousand nine hundred and fifty six, by and between the Board of Boston Township Trustees, party of the first part, and J. A. Mayer Co Peninsula, Ohio, party of the second part, hereinafter known as the Contractor,

WITNESSETH:

The Contractor, for and in consideration of certain payments, to be made to him, as hereinafter specified, hereby covenants and agrees to perform and execute all provisions of the Plans, Specifications, and Proposals hereto attached and made a part hereof, and to be governed by the general provisions contained under the headings 'Instructions to Bidders', 'Construction Regulations', and 'General Provisions', upon the subject of duties, relations and obligations of the Engineer, Contractor and the Board of Boston Township Trustees, which are hereto attached and made a part hereof, and agrees to fully perform the work of improving Whaley Road, T. R. #112, Road Improvement No. 1, by grading, ditching, installing necessary driveway and roadway culve & pipe and by graveling the road surface, all in accordance with adopted Summit County Standards, furnishing at his own proper cost and expense all labor, materials, tools, machinery, transportation, appliances and appurtenances of every description necessary therefor, and to fully and completely carry out and perform the work hereof provided for by or before Oct. 15, 1956

In consideration of the performance by the Contractor of his covenants and agreements, as herein set forth, the Board of Boston Township Trustees hereby covenant and agrees to pay the Contractor according to the schedule of rates and prices set forth in the attached proposal of said Contractor, and at the time and in the manner hereinafter set forth under 'General Provisions,'

IN WITNESS WHEREOF, the parties to this agreement have hereunto their hands and seals this 25th day of August A. D. 1956



Board of Township Trustees

Minutes of Meeting Held

A. D. 19

RATIFYING THE REVISED ASSESSMENTS FOR KEENAN
ROAD T. R. #418 ROAD IMPROVEMENT NO. 1
BOSTON TOWNSHIP, SUMMIT COUNTY, OHIO.

(5573.10-5573.11 Revised Code of Ohio)

WHEREAS, this Board of Boston Township Trustees, Summit County, Ohio, in accordance with the provisions of section 5573.10 and 5573.11 Revised Code of Ohio and by resolution duly adopted on the SEVENTY DAY OF MAY 1956, did adopt approve and confirm the list of estimated assessments for the improvement known as KEENAN ROAD, T. R. #418 Road Improvement No. 1, Boston Township, Summit County, Ohio; and

WHEREAS, the contract for the improvement was awarded Lockhart Brothers June 9th 1956, and actual costs of construction, engineering, inspection and other expenses have now been determined: now.

THEREFORE BE IT RESOLVED, by this Board of Boston Township Trustees Summit County, Ohio, that pursuant to the provisions of Section 5573.10 and 5573.11 of the Revised Code of Ohio, that the revised apportionment of the assessments are hereby ratified and cash payments on the same will be accepted by this Board until 12:00 o'clock noon, Eastern Standard Time, November 15, 1956, at which time all the unpaid assessments on the aforesaid improvement plus the Bond Interest thereon, will be certified to the Summit County Auditor to be by him placed upon a special duplicate against the property and collected as other taxes. The principal to be payable in ten (10) semi-annual installments extending over a period of five (5) years.

BE IT FURTHER RESOLVED, that the Clerk of the Board and she is is authorized and directed to cause a copy of this resolution be published in the Akron Beacon Journal, a newspaper published and of general circulation with Boston Township, notice that such assessments are to be levied, that the same is on file in the office of the Clerk of the Board of Boston Township Trustees, Marie L. McDewitt, 1802 Main St., Peninsula, Ohio and that cash payments will be honored until 12:00 o'clock noon Eastern Standard Time, November 15, 1956.

Adopted at a special meeting held on the 27th day of August 1956

Record of Meetings

Minutes of Meeting Held Aug 27th 1956 A. D. 19

7 0 0

[Signature]

Board of Boston Township Trustees,
Summit County, Ohio

[Signature]
Chairman

[Signature]
Clerk

Board of Township Trustees

Minutes of Meeting Held

Aug 27th 1956

A. D. 19

UNITED STATES OF AMERICA

STATE OF OHIO

COUNTY OF SUMMIT

TOWNSHIP OF BOSTON

KEEMAN ROAD T. R. #118, ROAD IMPROVEMENT NO. 1, NOTE \$11,500.00

KNOW ALL MEN BY THESE PRESENTS, that the Township of Boston, County of Summit, State of Ohio, acknowledges itself to owe for value received, hereby promises to pay to bearer, the sum of

ELEVEN THOUSAND FIVE HUNDRED DOLLARS NO CENTS

on or before the _____ day of _____, 1957, with interest thereon from the date hereof at the rate of two and one-half per centum (2½%) per annum, payable semi-annually and until the principal sum is paid. The principal sum and interest thereon are payable in lawful money of the United States of America at the office of the Boston Township Clerk, Peninsula, Ohio, upon the presentation and, as to principal, surrender of this note as the same falls due.

This note is issued in anticipation of the issuance of bonds and of the levy and collection of special assessments for the construction of Keeman Road T. R. #118 Road Improvement No. 1, under authority of, pursuant to, and in full compliance with the general laws of the State of Ohio, particularly Sections 133.01 to 133.18, inclusive, of the Revised Code, and pursuant to resolution of the Board of Boston Township Trustees duly passed on the 9th day of June, 1956.

AND, IT IS HEREBY CERTIFIED AND RECITED, that all acts, conditions and things necessary to be done precedent to and in the issuing of this note, in order to make it a legal, valid and binding obligation of said Township of Boston, have been done, have happened and been performed in regular and due form as required by law; that the faith, credit and revenue of said Township are hereby irrevocably pledged for the prompt payment of the principal and interest thereof at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing this note.

IN WITNESS WHEREOF, the said Township of Boston, in the County and State aforesaid, has caused this note to be signed by at least two of its Trustees and by the Clerk of the Board of Township Trustees, and countersigned by the County Auditor, and the official seal of said County Auditor to be hereto affixed this _____ day of _____, 1956.

AUDITOR OF SUMMIT COUNTY

BOSTON TOWNSHIP CLERK

Record of Meetings

Minutes of Meeting Held

Aug 27th 1956

A. D. 19

LITIGATION AND SIGNATURE CERTIFICATE

We, the undersigned, do hereby certify that we did on the _____ day of _____, 1956, sign \$11,500.00 Note of the Township of Boston, Summit County, Ohio, of the denomination of \$11,500.00 date the _____ day of _____, 1956, bearing interest at the rate of 2½% per centum per annum, payable semi-annually, said Note being payable at the office of the Clerk of Boston Township Trustees and was here and payable as follows: One note payable on or before _____ 1957.

That our signatures as shown upon the same are genuine, as is the seal attached thereto, and that we were at the date of such signatures and now are the duly chosen, qualified and acting officials indicated therein and authorized to execute the same.

We further certify: (A) that no litigation of any nature is now pending or threatened restraining or enjoining the issuance and delivery of the same, or the levy and collection of taxes or assessments to pay the principal and interest thereof, nor in any manner questioning the proceedings and authority under which the same have been had, or affecting the validity of the same; (B) that neither the corporate existence or boundaries of said political sub-division, nor the title of the present officers to their respective offices is being contested; (C) that no authority or proceedings for the issuance of the same have been repealed, revoked or rescinded and (D) that no petitions for referendum have been filed with respect to any measure authorizing the issuance of the same.

The facsimile signature upon the coupons of said Note is the facsimile signature of the fiscal officers of said political sub-division.

Done and delivered at Peninsula, Ohio, this _____ Day of _____ 1956.

(SIGNATURE)

(TITLE)

Trustee, Boston Township

Trustee, Boston Township

Trustee, Boston Township

Summit County Auditor

Clerk Board of Boston Township Trustees

I hereby certify that the signatures of the officers above described are true and genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of the Hudson Bank at Hudson, Ohio, this _____ day of _____ 1956

Board of Township Trustees

Minutes of Meeting Held Aug. 27th 1956 A. D. 19

RESOLUTION

(133.34 Revised Code of Ohio)

The Trustees of the Bond Retirement Fund of Boston Township, Summit County, Ohio, met this 27th day of August, 1956 and it was duly moved by Mr. Geo. E. Fisher Jr and seconded by Mr. Lawson W. Scobie that the Boston Township Notes for the Yeaman Road T. R. #418, Road Improvement No. 1, in the amount of Eleven Thousand Five Hundred Dollars (\$11,500.00) be rejected by this Board, due to the lack of available funds.

Roll Call

Mr. Wm. H. Brady

Yes

Mr. Geo. E. Fisher Jr

yes

Mr. Lawson W. Scobie

yes

Marie L. McDovitt, Clerk
Board of Boston Township Trustees
Summit County Ohio.

Chairman

clerk

Record of Meetings

Minutes of Meeting Held

Aug 27th 1956

A. D. 19

TRANSCRIPT CERTIFICATE OF BOSTON TOWNSHIP CLERK

(133.39 Revised Code of Ohio)

I, Marie L. McDavitt, do hereby certify that I am the Clerk of the Board of Boston Township Trustees, Summit County, Ohio, duly appointed thereto April 17, 1936, elected thereto November 7, 1939, for a term of four years, duly re-elected November 2, 1943, duly re-elected November 4, 1947, duly re-elected November 6, 1951 and duly re-elected thereto November 8, 1955 for terms of four years each.

I, further certify that I have examined the transcript of the proceedings had by the Trustees of the Township of Boston, Summit County, Ohio, relative to the issuance and sale of the notes of said Township in the sum of eleven Thousand Five Hundred (\$11,500.00) for the purpose of raising money in anticipation of the collection of special assessments for the improvement known as KEEMAN ROAD T. R. #418, Road Improvement No. 1 under and by authority of §§71.15, 5573.07 Revised Code of Ohio, and I further certify that the same, in my opinion, comply with all laws relating to such proceedings and that no provisions of law have been violated.

I, further certify that the tax necessary to be levied for the creation of a sinking fund with which to pay the interest and retire said notes at maturity is not in excess of any constitutional or statutory limitations, and that no litigation contesting the validity of said notes issue is pending or threatened.

I, further certify that the title of the present Township Officers to their respective offices is not being contested.

I further certify that the present assessed valuation of Boston Township is \$_____ and the items of note or bond indebtedness now outstanding amount to \$_____

I, further certify that the Boston Township KEEMAN ROAD T. R. #418 Road Improvement No. 1 notes amounting to \$11,500.00 were offered to the Board of Boston Township Trustees and were rejected for investment as they have no available retirement funds.

Board of Township Trustees

Minutes of Meeting Held Aug 27th 1956

A. D. 19

I, Further certify that the special assessments for the
KEENAN ROAD T. H. #618 Road Improvement No. 1 have been delivered to the
County Auditor for collection as per the resolution ratifying the
adopted _____ 1956

~~Walter L. McDevitt~~
Walter L. McDevitt,
Clerk of Board of Boston Township Trustees
Summit County, Ohio

Dated this 27th day of August 1956

Record of Meetings

Minutes of Meeting Held _____ A. D. 19__

FIRST NATIONAL BANK OF
- AERON
HUDSON O

Harry M. Ebersole
Vice President

August 21 1956

Mrs. Marie L. McDevitt,
Clerk, Boston Township
Peninsula Ohio

Dear Mrs. McDevitt;

We have your letter of August 16, 1956 and wish to advise that we will be pleased to bid 2 1/2 % for the \$6,500.00 note for the Wheatly (Whaley) Road Improvement.

Very truly yours,

H. M. Ebersole
Vice President

HM:encl.

Board of Township Trustees

Minutes of Meeting Held Aug 27th 1954

A. D. 19

JOINT MEETING

A meeting of the Council of the Village of Peninsula and the Trustees of Boston Township was held on Monday Aug 27th at 8 P.M. with the following members present: Arnold Bennett, Elgar Boody, Fred Klein, Wm. Morris, Phil Parker and Geo Wyckoff, Geo. Fisher Jr and Lawson W. Scobie, Absent: Wm. H. Brady.

As per the letter received from C. L. Bower in regard to the tax levy of 1 mill for cemetery purposes it was necessary for the joint group to revise the original levy.

Motion by Boody, seconded by Fisher Jr that we levy 1/2 mill instead of the 1 mill for cemetery purposes.

Motion Yes: Bennett, Boody, Klein, Parker Morris Wyckoff Fisher Jr and Lawson W. Scobie.

The meeting adjourned at 8:30 P.M.

Chairman

Clerk

Record of Meetings

Minutes of Meeting Held

A. D. 19

COUNTY OF SUMMIT

AKRON, OHIO

JULY 27, 1956.

Mrs. Marie L. McDevitt, Clerk
Boston Township
1802 Main Street,
Peninsula, Ohio

Dear Mrs. McDevitt,

With reference to the one (1) mill levy for cemetery purposes requested by the Trustees of Boston Township and the Council of the Village of Peninsula your attention is called to the financial difficulty you will be in.

Any levy made for cemetery purposes reduces the levy available for your township operation by that much. In the case of Boston Township a rough check indicates that if we levy the 1.00 mill for cemetery and the amount you have requested for Road and Bridge Fund you will have left .08 of a mill for your General Fund, which would net you \$290.00. You have requested \$2500. which would leave you \$2210.00 short of your budget request.

I have written a letter to Mr. Bishop the Clerk of the Village advising him accordingly and suggested a solution. I feel that you should advise the Trustees and get in touch with Mr. Bishop.

Very truly yours,

C. L. BOWEN,
Summit County Auditor.

Board of Township Trustees

Minutes of Meeting Held

Aug 27th 1956

A. D. 19

RESOLUTION

(133.34 Revised Code of Ohio)

The Trustees of the Bond Retirement Fund of Boston Township, Summit County, Ohio, met this 27th day of August 1956 and it was duly moved by Mr. Geo. E. Fisher, Jr and seconded by Mr. Lawson W. Scobie that the Boston Township Notes for Keenan Road T. R., #118, Road Improvement No. 1, in the amount of Eleven Thousand Five Hundred Dollars (\$11,500.00) be rejected by this Board, due to the lack of available funds.

Roll Call:

Mr. Wm. H. Brady	yes
Mr. Geo. E. Fisher Jr	yes
Mr. Lawson W. Scobie	yes

~~I. EXAMINED BY~~
 Marie L. McDewitt, Clerk
 Board of Boston Township Trustees
 Summit County, Ohio

COUNTY OF SUMMIT

AKRON, OHIO

July 27, 1956

DIRECT YOUR REPLY TO

C. L. BOWER

COUNTY AUDITOR

Mrs. Marie L. McDevitt, Clerk
Boston Township
1802 Main Street
Peninsula, Ohio

Dear Mrs. McDevitt:

With reference to the one (1) mill levy for cemetery purposes requested by the Trustees of Boston Township and the Council of the Village of Peninsula your attention is called to the financial difficulty you will be in.

Any levy made for cemetery purposes reduces the levy available for your township operation by that much. In the case of Boston Township a rough check indicated that if we levy the 1.00 mill for cemetery and the amount you have requested for Road and Bridge Fund you will have left .08 of a mill for your General Fund, which would net you \$390.00 You have requested \$3500.00 which would leave you \$3110.00 short of your budget request.

I have written a letter to Mr. Bishop the Clerk of the Village advising him accordingly and suggested a solution. I feel that you should advise the Trustees and get in touch with Mr. Bishop.

Very truly yours,

C. L. Bower,
Summit County Auditor.

CLS:ml