

Board of Township Trustees

Minutes of Meeting Held

June 9th 1956

A. D. 19

Meeting June 9th at 7 P.M. with the following members present:
Geo. E. Fisher Jr and Lawson W. Scobie. Absent: Wm. H. Brady.

ORDER APPROVING BOND AND CONTRACT.

(REV. CODE OF OHIO, 5572.02-5575.04)

This 9th day of June, 1956, Lockhart Brothers, 2430 S. Main St., Akron 19, Ohio, gave Bond in the matter of the Keenan Road, T. R. #418, Road Improvement No. 1, according to law and the former order of the Trustees of Boston Township, Summit County, Ohio, in the sum of Ten Thousand Nine Hundred Thirty-six Dollars and Fifty Cents, (\$10,936.50), with the Buckeye Union Casualty Company deemed to be good and sufficient sureties, which Bond is approved and ordered filed.

THEREFORE, the Boston Township Trustees enter into a contract with said Lockhart Brothers, 2430 S. Main St., Akron 19, Ohio which contract is duly signed, approved and ordered filed.

Lawson W. Scobie,
George Fisher Jr

Trustees of Boston Township
Summit County, Ohio.

I, Marie L. McDevitt, do hereby certify that I am the Clerk of the Board of Boston Township Trustees, Summit County, Ohio, duly appointed April 17, 1936, elected thereafter 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 thereafter November 8, 1955 for terms of four years each.

I further certify that the above is a true and correct copy of said order duly passed at a special meeting of the Board of Boston Township Trustees, Summit County, Ohio, held June 9th 1956.

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

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COPY

COPY

COPY

POST IN A CONSPICUOUS PLACE

WORKMEN'S COMPENSATION

STATE OF OHIO

THE INDUSTRIAL COMMISSION & BUREAU OF WORKMEN'S COMPENSATION

Columbus 15, Ohio

Risk No. and Employer

Period Specified Below

271342
William G. Lockhart Jr &
Hugh B. Lockhart, BHA.
Lockhart Brothers
2130 South Main St.,
Akron 19, Ohio

January 1 1956
to
Sept 1, 1956

NOTICE IS HEREBY GIVEN TO ALL PERSONS that on date hereof the above named employer paid into the State Insurance and Occupational Disease Fund premium as provided by law and that, therefore, said employer is entitled to the rights and benefits of said fund during the period above set forth.

As members of the
Industrial Commission
of Ohio

Richard W. Morse
J. Maynard Dickerson
?

Joseph J. Scanlon
Administrator, Bureau of
Workmen's Compensation

?
Auditor

NOTE: Accept no photographic,
photostatic, or similar
reproduction of this certificate.
Void if erasures or alterations
appear hereon.

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Board of Township Trustees

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COPY OF BOND

A. D. 19

THE SURETY UNION CASUALTY COMPANY

Columbus 16, Ohio

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That LOCKHART BROTHERS, a partnership of Akron, Ohio as Principal, hereinafter called Contractor, and the SURETY 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

TRUSTEES OF HOSION TOWNSHIP, SUMMIT COUNTY, OHIO as Obligees, hereinafter called Owner in the amount of TEN THOUSAND, NINE HUNDRED THIRTY SIX AND 50/100 dollars (\$10,936.50) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated June 1956 entered into a Contract with Owner for Keenan Road, TR 418, Road Improvement #1, Ditching, Shaping of Road Surface, installing necessary drainage and surfacing the traveling surface with 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 COMPLETION 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 obligation 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 arranged under this paragraph) sufficient funds to pay the cost 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

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any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner. Signed and sealed this day of June A.D. 1956

LOCKHART BROTHERS (Seal)
by William G. Lockhart R.

THE DUCKEY UNION CASUALTY COMPANY

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

THE DUCKEY UNION CASUALTY COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office at 111 East Broad Street, Columbus 14, Ohio, do hereby certify that the within and foregoing is a true and correct copy of the original of the same as the same was presented to the undersigned for filing and recording.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said company at Columbus, Ohio, this day of June, A.D. 1956.

WITNESSES:
H. E. Neal, Attorney-in-Fact of THE DUCKEY UNION CASUALTY COMPANY, and William G. Lockhart, President of LOCKHART BROTHERS, the parties to the foregoing instrument, do hereby certify that the within and foregoing is a true and correct copy of the original of the same as the same was presented to the undersigned for filing and recording.

THE DUCKEY UNION CASUALTY COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office at 111 East Broad Street, Columbus 14, Ohio, do hereby certify that the within and foregoing is a true and correct copy of the original of the same as the same was presented to the undersigned for filing and recording.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said company at Columbus, Ohio, this day of June, A.D. 1956.

(1) Certified the within instrument is a true and correct copy of the original of the same as the same was presented to the undersigned for filing and recording.

(2) Certified the within instrument is a true and correct copy of the original of the same as the same was presented to the undersigned for filing and recording.

(3) Certified the within instrument is a true and correct copy of the original of the same as the same was presented to the undersigned for filing and recording.

(4) Certified the within instrument is a true and correct copy of the original of the same as the same was presented to the undersigned for filing and recording.

(5) Certified the within instrument is a true and correct copy of the original of the same as the same was presented to the undersigned for filing and recording.

(6) Certified the within instrument is a true and correct copy of the original of the same as the same was presented to the undersigned for filing and recording.

(7) Certified the within instrument is a true and correct copy of the original of the same as the same was presented to the undersigned for filing and recording.

(8) Certified the within instrument is a true and correct copy of the original of the same as the same was presented to the undersigned for filing and recording.

(9) Certified the within instrument is a true and correct copy of the original of the same as the same was presented to the undersigned for filing and recording.

(10) Certified the within instrument is a true and correct copy of the original of the same as the same was presented to the undersigned for filing and recording.

(11) Certified the within instrument is a true and correct copy of the original of the same as the same was presented to the undersigned for filing and recording.

(12) Certified the within instrument is a true and correct copy of the original of the same as the same was presented to the undersigned for filing and recording.

(13) Certified the within instrument is a true and correct copy of the original of the same as the same was presented to the undersigned for filing and recording.

(14) Certified the within instrument is a true and correct copy of the original of the same as the same was presented to the undersigned for filing and recording.

(15) Certified the within instrument is a true and correct copy of the original of the same as the same was presented to the undersigned for filing and recording.

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THE HUCKEY UNION CASUALTY COMPANY

COLUMBUS 16, Ohio

LABOR & MATERIAL PAYMENT BOND.

KNOW ALL MEN BY THESE PRESENTS:

That LOONHART BROTHERS, a partnership of Akron, Ohio as Principal, hereinafter called Principal, and the Buckeye UNION CASUALTY COMPANY, an Ohio Corporation with Principal Office at 515 East Board Str Columbus 16, Ohio, as Surety, hereinafter called Surety, are held and firmly bound unto TRUSTEES OF BOSTON TOWNSHIP, Summit County, Ohio, as Obligees, hereinafter called Owner, for the use and benefit of claimants as hereinafter defined, in the amount of TEN THOUSAND, NINE HUNDRED THIRTY-SIX AND 50/100 Dollars (\$10,936.50) 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 dated June 1956 entered into a Contract with Owner for Keenan Road, TR 418, Road Improvement #1, Ditching Shaping of Road Surface, installing necessary drainage and surfacing the traveling surface with 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 herein-afterdefined, 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.

4. (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

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made by a public officer.

(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.

4. 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 by Surety of mechanics liens which may be filed or 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 day of June A. D. 1956

LOCKHART BROTHERS (Seal)
Principal
by WILLIAM G. LOCKHART SR.

THE BUCKEYE UNION CASUALTY COMPANY

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

Board of Township Trustees

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THE BUCKEYE UNION CASUALTY COMPANY

COLUMBUS, OHIO

KNOW 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

M. E. NEAL AND NIVELYN G. BAKER, jointly and 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 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, seal 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 Union Casualty Company at a meeting held on the 20th day of January, 1948;

"Resolved, that the President, any Vice-President, the Secretary, or any Assistant Secretary, shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorneys-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorneys-in-Fact - Attorneys-in-Fact may be given full power and authority, for and in the name and on behalf of the Company, to execute, acknowledge and delivery, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instrument so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Secretary.

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 affixed this 2nd day of February A.D. 1951.

THE BUCKEYE UNION CASUALTY COMPANY

by /s/ Fred Smith

Assistant Secretary

SEAL.

STATE OF OHIO ()
COUNTY OF FRANKLIN) ss.

On this 2nd day of February A.D. 1951, 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 the 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/ Maxine Wade.

Notary Public

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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 6 day of June A. D., 1956.

J. R. McGarry,
Assistant Secretary.

CERTIFICATE OF INSURANCE.

Date June 6, 1956

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

DESCRIPTIVE SCHEDULE

Insured	LOCKHART BROTHERS
Address of Insured	2430 S. MAIN STREET, Akron, Ohio
Locations covered	Akron, Ohio and elsewhere
Description of work	Keenan Road, TE 417, Road Improvement #1, Ditching, Shaping of road surface, installing necessary drainage and surfacing the traveling surface with gravel.

Kind	Policy No.	Expiration Date	Limits of Liability
Comprehensive			Each person \$100,000
General Liability			Each accident \$300,000
Bodily Injury	CL 13451	Jan 2 1957	Aggregates \$300,000
General Liability			Each accident \$ 25,000
Property Damage	CL 13451	Jan 2 1957	Aggregates \$ 50,000
Automobile			Each Person \$100,000
Bodily Injury	AC 10319	Jan 2 1957	Each Accident \$300,000
Automobile			
Property Damage	AC 10319	Jan 2 1957	Each Accident \$ 40,000

This certificate is issued at the request of Trustees of Boston Township whose address is Boston, Ohio

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

THE BUCKEYE UNION CASUALTY COMPANY
by M. E. Neal,
Authorized Representative

Board of Township Trustees

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RESOLUTION AUTHORIZING THE ISSUANCE OF ROAD
IMPROVEMENT NOTES IN THE AMOUNT OF \$11,500.00
FOR THE PURPOSE OF IMPROVEMENT OF KEENAN ROAD
T.R. #418.

WHEREAS, The Board of Township Trustees of Boston Township, County of Summit and State of Ohio has heretofore by resolution of May 7, 1956, declared the necessity of improvement of Keenan Road T. R. #418 by grading, ditching, installing necessary driveway and roadway culvert pipes and applying a gravel wearing surface 18 feet wide; and

WHEREAS, The County Auditor of Summit County, as fiscal officer of this Township, has certified to this Board his calculation of the maximum maturity of the bonds proposed to be issued, and also the maturity of the notes herein authorized, which latter maturity may not exceed two (2) years if sold publicly or one (1) year if sold at private sale;

NOW, THEREFORE, BE IT RESOLVED, By the Board of Township Trustees of Boston Township, Summit County, State of Ohio;

Section 1. That it is hereby declared necessary to issue bonds of the Township of Boston in the principal sum of Eleven Thousand Five Hundred Dollars (\$11,500.00) for the purpose of raising money in anticipation of the collection of special assessments for Keenan Road T. R. #418, Road Improvement No. 1, as designated in its resolution passed May 7, 1956.

Section 2. That said Bonds shall be dated approximately January 1, 1957, shall bear interest at the estimated rate of Four Per Centum (4%) per annum, payable semi-annually until the principal sum is paid, and shall mature in ten (10) substantially equal annual installments after their issuance.

Section 3. That for the purpose of raising money in anticipation of the levy of special assessments and of the issuance of the aforesaid bonds for the above described improvement, it is hereby declared necessary to issue and there shall be issued notes of said Township in the aggregate amount of \$11,500.00.

Section 4. That such anticipatory notes in the aggregate amount aforesaid shall bear interest at the rate of 4 per centum per annum, such interest to be payable at maturity. Such notes shall be dated as of the date of issuance, shall be in such denominations as the purchaser may request, and shall mature on or before one year from said date.

Section 5. Such notes shall be executed by at least two of the Township Trustees and by the County Auditor and shall bear his seal; shall be payable at the office of the Township Clerk in Boston, Ohio, and shall express upon their face the purpose for which they are issued and that they are issued pursuant to this Resolution.

Section 6. All assessment collected for the improvements aforesaid, and any unexpended balance remaining in the improvement funds after the costs and expenses of said improvements have been paid, shall be applied to the payment to payment of said notes and the interest thereon until both are fully provided for.

Section 7. Said notes shall be first offered to the Township Clerk as officer in charge of the Bond Retirement Fund and if not taken by said officer, shall be and are hereby awarded and sold to the Hudson, Bank, Hudson, Ohio, atpar; and the proceeds from such sale, except any premium and accrued interest thereon shall be paid into the proper fund and used for the purpose aforesaid, for which purpose said money is hereby appropriated. Any premium and accrued interest, shall be transferred to the Bond Retirement Fund to be applied in payment

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of the principal and interest of said notes in the manner provided by law.

Section 8. Said notes shall be the full general obligation of the Township of Boston and the full faith, credit and revenue of said Township are hereby pledged for the prompt payment of the same. The par value to be received from the sale of the bonds anticipated by said notes and any excess funds resulting from the issuance of said notes, shall, to the extent necessary, be used only for the retirement of said notes at maturity, together with interest thereon, and is hereby pledge for such purpose.

Section 9. In the even that such assessments are not levied or bonds are not issued to provide a fund for the payment of said notes at maturity, a general tax shall be levied against all property in said Township for the payment of such notes and the interest thereon.

Section 10. The Clerk is hereby directed to forward a certified copy of this resolution to the County Auditor.

It was moved by Geo. Fisher Jr, seconded by Lawson W. Scobie that the foregoing resolution be approved and passed this 9 day of June 1956.

The roll call resulted as follows:

Lawson W. Scobie	yes
George Fisher Jr	yes

WHEREUPON, the Chairman declared the foregoing resolution duly adopted this 9th day of June, 1956.

The foregoing is a true and correct excerpt from the minutes of the meeting on June 9, 1956 of the Trustees of Boston Township, showing the passage of the resolution hereinabove set forth.

Clerk of the Board of Boston Township
Summit County, Ohio

Board of Township Trustees

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Attest, June 5, 1956 A. D. 19

FISCAL OFFICER'S CERTIFICATE

June 5, 1956

TO THE BOARD OF TRUSTEES, BOSTON TOWNSHIP, SUMMIT COUNTY, OHIO

The undersigned Auditor of Summit County, Ohio, as the fiscal officer of your Township, hereby certifies as follows:

1. That the estimated life of the Keenan Road T. R. #418 Road Improvement No. 1, referred to in your Resolution of 1956, is at least five years.
2. That the maximum maturity of Bonds to be issued for the construction of such improvement is five years.

In the event notes are issued in anticipation of the issuance of such Bonds, the maturity of such notes may not exceed two (2) years, if sold publicly, or one (1) year, if sold at private sale.

Respectfully submitted,

C. L. Bower
C. L. Bower
Summit County Auditor
Summit County, Ohio

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COUNTY OF SUMMIT
Engineering Department
Court House

Akron 8, Ohio

June 9, 1956

June 9, 1956

Re: Keenan Road T.R. #418
Road Improvement No. 1

Marie L. McDevitt, Clerk,
Board of Boston Township Trustees
1802 Main St.,
Peninsula, Ohio.

Dear Madam:

Having awarded the contract for the aforesaid improvement the estimated cost of the improvement can now be revised to incorporate the now known costs:

Lockhart Brothers Contract on unit prices is	\$ 10,936.50
Legal Adv., Etc.	488.25
Interest on note for one year.	463.50
TOTAL COST	\$ 11,888.25

5,662.07 Lin Ft. Assessable Frontage Equals \$2.10 per Ft.

It will therefore be necessary for your Board to apply for a loan of \$11,500.00 to carry this project up to the point of selling Bonds.

Respectfully submitted,

Leslie G. Wolfe,
Summit County Engineer

Eric J. Thompson
Eric J. Thompson
Assistant Engineer.

EJT/af

Board of Township Trustees

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RESOLUTION DECLARING NECESSITY OF IMPROVEMENT, THAT IT BE MADE AND FOR METHOD OF PAYMENT. (5571.15-5573.01-5573.07 Rev. Code of Ohio)

RESOLVED, by the Board of Trustees of Boston Township, Summit County, Ohio, that, having viewed the proposed Whaley Road T. R. #142 improvement, we are still of the opinion that the public convenience and welfare require that such improvement be made, as petitioned for by over fifty-one per cent of affected property owners, that the same is necessary to proceed therewith; and

BE IT FURTHER RESOLVED, that, said improvement be designated and named the Whaley Road R. T. #142 Road Improvement No. 1, Boston Township, Summit County, Ohio, and be hereafter known and referred to as such, and, the route and termini be from Cleveland-Akron Road S. R. #8 westerly 2534.60 feet to the radius point of a turn-a-round having a fifty foot radius; and

BE IT FURTHER RESOLVED, THAT, the kind and extent of the improvement be by grading, ditching, installing necessary cul-way and roadway culvert pipe and by graveling the road surface all in accordance with standards prepared and approved by the Summit County Trustees Association, Summit County Planning Commission, Summit County Commissioners and Summit County Engineer; and

BE IT FURTHER RESOLVED, that, the Summit County Engineer be and he is hereby ordered and authorized to make such surveys, plans, grade lines, profiles, estimates, specifications and tentative assessments as may be required for this improvement, providing therein for different materials or other similar variations, and that the same be filed with the Township Clerk at his earliest convenience; and

BE IT FURTHER RESOLVED, that the compensation, damages, costs and expenses of the improvement be apportioned and paid in the following method: One hundred (100) per cent thereof shall be assessed against the real estate abutting upon and benefiting from said improvement, according to benefits accruing to such real estate; and the balance thereof, to be paid out of the proceeds of any levy or levies for road purposes upon the grand duplicate of all the taxable property in the Township of Boston, Summit County, Ohio, or from any funds in the said Township Treasury available therefore.

Adopted this 9th day of June 1956 at a special meeting of the Board of Boston Township Trustees.

Lawson W. Scobie,
George Fisher Jr.

Board of Boston Township Trustees
Summit County, Ohio.

I, Marie L. McDevitt, do hereby certify that I am the Clerk of the Board of Boston Township Trustees, Summit County, Ohio, duly appointed April 27, 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 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 the above is a true and correct copy of said Resolution and order duly adopted at a Special meeting of the Board of Boston Township Trustees, Summit County, Ohio held June 9 1956.

Marie L. McDevitt, Clerk

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COUNTY OF SUMMIT ENGINEERING DEPARTMENT COURT HOUSE

AKRON 8, OHIO.

ESTIMATED COST OF IMPROVING WHALEY ROAD, T.R.#22,
BOSTON TOWNSHIP, SUMMIT COUNTY, OHIO, BY GRATING,
DITCHING, INSTALLING NECESSARY DRIVEWAY AND ROADWAY
CULVERT PIPE AND APPLYING A GRAVEL ROAD SURFACE
18 FEET IN WIDTH.

2458	Cu Yds. Excavation (unclassified) at \$1.00	\$ 2,458.00
1200	Tons Approved Road Gravel @ \$2.00	2,400.00
84	Lin Ft. 15" C. M. P. Roadway Culvert @ \$4.00	336.00
288	Lin Ft. 12" C. M. P. Driveway Culvert @ \$3.00	864.00

	Industrial Insurance, Lights, Barriocades, Etc.	100.00
		<u>\$ 5,158.00</u>

	Plus Legal Advertising Etc.	300.00
	Plus Interest On Note For One Year	250.00
	TOTAL COST ON CASH PAYMENT	\$ 5,708.00

3900 Lin Ft. Assessable Frontage Equal \$1.72 per foot.

Respectfully submitted June 8, 1956,

Leslie G. Wolfe,
Summit County Engineer

Eric J. Thompson
Eric J. Thompson
Assistant Engineer

EJT/af.