

Record of Meetings

Minutes of Meeting Held Aug 1 1955.

A. D. 19

A meeting of the board of Trustees of Boston Township was held on Monday August 1st at 7 P.M. with the following members present: Brady, Fisher and Scobie.

The minutes of the meeting as of July 8th were approved as read.

The following bills were approved for payment:

Gas. Denny	102.15
Terry Coal & Supply Co	43.33
S. L. Barrett & Son	1.98
J. H. Morgan	215.34 - less 12.92 retirement
L. R. Fox	204.45 - less 12.27 retirement
J. M. Johnston	10.00
J. P. Polo	3.60

Motion by Fisher seconded by Scobie that we accept the contract for street lighting as offered by the Ohio Edison Company:

CONTRACT covering Street lighting in
Boston Township, Summit County
Ohio.

This contract made this 1st day of August, 1955, by and between Boston Township, Summit County, Ohio (hereinafter called 'Township') and Ohio Edison Company (hereinafter called 'Company')

Witnesseth:

WHEREAS, The Township on April 14th 1955, by resolution determined that the public safety and welfare required that certain roads and public places in Boston Township be lighted with electric lighting as shown on Exhibit 'A'

WHEREAS on said date said Township determined to procure said lighting by contract, in accordance with certain plans and specifications, and directed that the Clerk advertise for bids therefor which was accordingly done, and

WHEREAS thereafter Company entered its bid for furnish said lighting and on Aug 1st 1955, Township awarded the contract therefore to Company

NOW, THEREFORE, in accordance with said bid and the award thereon and in consideration of the mutual promises herein contained the parties hereto agree as follows:

1. This contract shall become effective as of August 1st 1955 and shall remain in force and effect for an initial period of two (2) years, and thereafter from year to year for a total period of not more than ten (10) years, provided, however, that either party may terminate this contract by giving written notice of termination to the other party at least ninety-(90) days before any annual renewal date following such initial period.

2. The Company shall furnish, operate, and maintain the street lighting system on the streets, ways, and public places of Boston Township and Boston Township shall pay at the following monthly net rates, said payments to be made monthly:

EXISTING SYSTEM ON JULY 31, 1955

OVERHEAD

Size in

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Size in Lumens	No of Lamps in Service	Net Rates per Lamp per Month
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OVERHEAD SERVICE, WOOD POLES, HAST ARM OR BRACKET MOUNTING & COMPANY OWNED

WITH OPEN TYPE REFLECTORS

	First 50 Lamps	Next 150 Lamps	Next 300 Lamps	Over 500 Lamps
2,500	\$2.45	\$2.25	\$2.15	\$2.05

WITH ENVELOPING GLASSWARE

4,000	-	\$3.15	\$2.95	\$2.70	\$2.50
6,000	-	3.65	3.45	3.30	3.10
10,000	-	4.60	4.35	4.15	4.00
15,000	-	5.70	5.45	5.20	5.05

When the averaging spacing exceeds 200 feet between street lamps in any extension or extensions of the overhead street lighting installing as it presently exists, 7¢ net per street lamp per month will be added to the above net rates for each 50 feet, or major fraction thereof, of such excess average spacing.

'Extension or extensions thereof' shall mean any additions which require expenditures in addition to those caused by ordinary maintenance, repair, and any rebuilding of existing street lighting installations to provide higher lighting intensities.

Where service is required for an isolated lamp add fifty cents (50¢) per month to the above net rates for each such installation.

The above net rates for Overhead Service, Company Owned, shall be subject to a discount of 10% for all service furnished during 1955. On and after January 1, 1956 the above net rates shall be applicable as herein provided.

3. On or about the first day of each month the Company will present a bill to the Township for the lighting units furnished, operated, and maintained under this contract during the preceding month, which bill shall be due and payable within twenty (20) days following the presentation thereof.

4. During the term of this contract, upon written order of the Township, the Company will furnish, operate, and maintain the rates herein set forth, additional equipment similar to that described above, provided, however, that no extension will be required when the cost thereof is unreasonable in relation to the annual revenue to be derived therefrom or so long as any units of the then existing installed system are out of service at the request of the Township.

5. The Township may, by written order, make a change in the location of any of the lighting units, but the cost and expense of making any such change shall be paid by the Township.

6. Lamps shall burn on the established schedule for street light service, which means that all street lamps shall operated each and every night in the year from approximately one-half hour after sunset to one-half hour before sunrise for an annual operation of approximately four thousand hours.

7. The Township shall have the right to affix street signs, and attachments for the police and fire signals system on any and all poles owned by the Company, provided that such attachments shall in no way interfere with the Company's use of its property and such attachments, if made.

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shall be constructed in accordance with the accepted standards for safe construction.

8. The terms, provisions, covenants, and conditions of this contract shall extend to, insure to, and bind the successors and assigns of the parties hereto.

9. There are no understandings or agreements, either written or implied, in relation to street lighting service other than those contained in this contract and the same shall be in full force and effect when signed and approved by authorized agents of the parties hereto.

In WITNESS WHEREOF the parties have caused this contract to be executed, in duplicate, by their respective officers, duly authorized in the premises on the day and year first above written.

M. L. McDevitt,

TOWNSHIP OF BOSTON
SUMMIT COUNTY OHIO
WM. E. Brady
Lawson W. Scobie
Geo. E. Fisher,
Trustees

OHIO HUDSON COMPANY
Vice President.

Voting yes on accepting the above Ohio Edison Contract; Brady, Fisher and Scobie.

The following MEMORANDUM OR AGREEMENT FOR DEPOSITS OF PUBLIC FUNDS was also accepted by the Trustees on Motion of Fisher seconded by Scobie: Voting Yes; Fisher, Brady and Scobie.

WHEREAS, the National Bank of Hudson, a banking corporation under the Laws of United States, and being located and doing business with in the Village of Hudson, Summit County, Ohio, and having capital funds as defined by the 'Uniform Depository Act' of Ohio of Two Hundred Twenty Five Thousand Dollars (\$25,000.00 and 30% of the deposit liabilities of \$1,423,192.25) as provided in said act, and hereinafter referred to as the Bank, has in writing proposed to the Board of Trustees Boston Township, Ohio, that for the full time beginning Aug 24th 1955 and ending August 23, 1957, both inclusive, it will accept for deposit and safe keeping the maximum sum of Ten Thousand dollars (\$10,000.00) or any part thereof of the active deposit moneys of said Board of Trustees, Boston Township and

WHEREAS, said Bank has also, in said written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to secure the performance of its undertakings under said proposal, if said proposal be accepted, by giving good and sufficient collateral by the deposit with said Board of Trustees of securities of the kind permitted by said Sections 2296-15a, 2288-1 and other sections of the General Code of Ohio specifying eligible securities, and in a penal sum equal to the minimum amount of collateral required by Section 2296-15a of the General Code of Ohio; or corporate surety bonds or bond in a penal sum required by said Uniform Depository Act; and

WHEREAS, the said Board of Trustees, Boston Township has accepted the said proposal of said bank, either as to the whole or part of the amount of deposit proposed for, and has selected said Bank as one of its depositories for and during the period of time beginning August 24, 1955 and ending August 23, 1957, both inclusive and awarded to it, as such depository, a deposit of money;

now, therefore, in consideration of said acceptance and award on the

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part of Said Board of Trustees, and in consideration of the deposit and use, as aforesaid, of said moneys of said Board of Trustees, said bank now hereby agrees to receive from Said Board of Trustees (10,000.00) of the moneys of said Board of Trustees coming into the hands of the Treasurer of said Board of Trustees as such Treasurer in an account known as the active deposit account; to pay interest at the rate of none per centum per annum on such inactive deposit in accordance with the terms of section 2296-20 of the General Code of Ohio; and to safely keep, account for, and on demand or due notice, pay over the same for and to said Board of Trustees, Boston Township, all pursuant and subject to the provisions, terms, limitations, conditions and stipulations of amended House Bill No. 326, adopted by the General Assembly of Ohio on March 31 1937, as amended by Sub. H. B. No. 118, Ninety-third General Assembly, and known as the Uniform Depository Act. Said Bank further agrees that, to secure the performance of its obligations hereunder and under said proposal, and the observance of all requirements of law applying to such deposits, depositories, contracts, and bond, it will forthwith give to the said Board of Trustees, for the benefit of Said Board of Trustees, and to its satisfaction, and to the satisfaction of the Treasurer of Board of Trustees, Boston Township, Ohio, as to form, a good and sufficient collateral by and in a penal sum equal to the minimum amount of collateral required to be deposited under the provisions of Section 2296-15a of the General Code of Ohio; or a corporate surety bond or bonds in the penal sum required by said Act. The said Bank will offer the following collateral securities in support of said collateral or the following corporate surety bonds or bonds, or both, to secure said award.

TYPES of Securities Deposited or Security offered:

Federal Deposit Insurance Corporation	Amount	10,000.00
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(a) Negotiable bonds or other interest bearing obligations of the kind permitted to be deposited on the provisions of the Uniform Depository Act, Market value) Sufficient to cover deposit.

(b) Corporate surety bond or bonds in the penal sum required by the Uniform Depository Act.

Said Bank further understands and agrees that any or all the money so awarded to or deposited with it as active accounts, may at any time be drawn against by check of the Boston Township Board of Trustees & Summit County, Ohio, executed by such authorized person(s) or Officer (s), and according to such procedure, as said Board of Trustees may designate and prescribe; inactive deposits may be withdrawn on proper order after due notice as prescribed by Section 2296-14 of the General Code of Ohio; also, that said bank will file with the Treasurer of said Board of Trustees on the last business day of each month during any part of which any part of the awarded is on deposit, a certificate showing the balance of such moneys in its possession. And said Board of Trustees, Boston Township, Ohio, in consideration of the agreements of said Bank, theretofore, set forth, agrees that for and during the period of time beginning August 24th 1955 and ending August 23, 1957, both inclusive, it will and does designate said Bank as a depository of money belonging to it, and that it will, during said term, allow the said Bank the full use, for its lawful and proper purposes, of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of said Board of Trustees, as such Treasurer, in the said Treasurer's account in said bank, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio herein referred to and all amendments or supplements thereto, and to the terms of said Bank's proposal, and all within the limits, and under, and subject to the terms, conditions and stipulations in this agreement set forth.

The securities deposited, and the corporate bond, or both, shall be and are surety and bond for the compliance by said Bank with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by said Bank.

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It is agreed that this contract shall become null and void, whenever, during the depository period the laws of Ohio and the laws of the United States are changed or amended and become effective so as to permit banks to pay interest on demand deposits of public funds.

IN WITNESS WHEREOF, the Said parties have hereunto set their hands by their duly authorized officers, and affixed the seals of said parties, this 1st day of August 1955.

The National Bank of Hudson
by H. M. Ebercole, President
F. E. Elgin, Cashier,
Board of Trustees, Boston Township
Summit County,
Marie L. McDavitt, Clerk

The clerk was instructed to advertise for the sale of whatever scrap the township had on hand at this time.

The meeting adjourned at 8:30 P.M.

Chairman

clerk

P. S. to Aug 1st 1955 minutes.

Letter from Cosmopolitan Sand and Gravel Co.,
502 Chester-Smith Building
Cleveland 14, 1255 Ohio
July 9th 1955.

Trustees,
Village of Peninsula,
Peninsula, Ohio

Gentlemen:

As per conversation of meeting July 8th 1955, this letter is to set as contention of the Cosmopolitan Sand and Gravel Company for the privilege of using roads of the Morris Development.

We will employ a policeman for the purpose of watching children and to regulate speed of trucks hauling our material over these roads to the Turnpike. We will maintain Roads, apply oil base for the purpose of keeping dust down, and at completion of the job we will restore the roads to their original condition and oil same.

The Cosmopolitan Sand and Gravel Company will do its utmost to lessen any hazard created by this operation. If at any time upon your inspection you wish to suggest anything that might better this condition, we will be grateful.

Thanking you I remain,

Very truly yours,
COSMOPOLITAN SAND & GRAVEL CO.,
Dominick E. Barton, President

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Standard Surety Bond

Bond No. 33363

THE SUMMIT FIDELITY & SURETY COMPANY - AKRON, OHIO
(A stock Company)

KNOW ALL MEN BY THESE PRESENTS:

COSMOPOLITAN SAND & GRAVEL COMPANY OF CLEVELAND, OHIO

hereinafter called the Principal, and THE SUMMIT FIDELITY & SURETY COMPANY, hereinafter called the Surety, a corporation organized under the laws of the State of Ohio, with its home office in the City of Akron in the said State, are held and firmly bound unto Board of Trustees of Boston Township- Summit County Ohio, hereinafter called the Obligees, in the sum of Two Thousand Dollars (\$2000.00)

for the payment whereof to the obliges the Principal binds itself, its successors, and assigns, and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these present.

Signed, sealed and dated this 25th day of July, 1955.

WHEREAS, the Principal desires to use Morris Drive and Woodland Drive a duly dedicated road in Boston Township of Summit County Ohio for excessive hauling of sand and gravel and hereby agrees that he will to the satisfaction of the Board of Trustees of Boston Township maintain said road during such hauling; at the expiration of said hauling at Morris Drive and Woodland Drive restore said road to original condition by sealing and chipping within 30 (thirty) days after such use is discontinued, or as soon thereafter as possible.

If the obligations of this agreement are fulfilled, then this agreement is to be null and void, otherwise this Bond is to be and remain in full force and effect in law.

COSMOPOLITAN SAND & GRAVEL COMPANY

By: Dominick E. Bartone, Pres.
Principal

THE SUMMIT FIDELITY AND SURETY COMPANY

by A. J. B.
president.

Countersigned at Akron this 25th day of July 1955.

L. Perocco,
Authorized Representative.