

MINUTES OF THE TWO HUNDRED AND THIRTY-FIRST MEETING  
September 2, 1969

Pursuant to bylaws the Ohio Turnpike Commission met in regular session in the conference room of the Ohio Department of Highways building at 139 East Gay Street in Columbus, Ohio at 11:00 A.M. on September 2, 1969 with the key members of the staff; representatives, Mr. Fred S. Cresswell and Mr. H. A. Harnden, of the Consulting Engineers; representatives, Mr. J. L. Burgoon and Mr. P. Joseph Sesler, of the Trustee; representatives of the press and others in attendance.

The meeting was called to order by the Chairman. The roll was called and the attendance was reported to be as follows:

Present: Chastang, Teagarden, Wilson, Shocknessy.

Absent: Redman.

The Chairman announced that a quorum was present. He said Mr. P. E. Masheter the Ohio Director of Highways was being represented by Mr. Wilson, Chief Engineer of the Department of Highways, in accordance with the opinion of the General Counsel of the Commission. He said Mr. Redman was out of the state.

The Chairman said the meeting was not only the 231st meeting of the Commission but it began the first month of the Commission's 21st year. He said the Commission's first meeting was on September 8, 1949 but for all practical purposes the current meeting marked the end of the 20 years and the beginning of the 21st year.

A motion was made by Mr. Chastang, seconded by Mr. Teagarden, that the minutes for the meeting of July 1, 1969 which had been examined by the Members and on which the corrections suggested by the Members had been made be approved without reading.

A vote by ayes and nays was taken and all Members present responded to roll call. The vote was as follows:

Ayes: Chastang, Teagarden, Wilson, Shocknessy.

Nays: None.

The Chairman said the minutes stood adopted with all Members present voting in the affirmative.

The Chairman reported that the most important thing that he had to say was that the Ohio Turnpike came through the holiday week end without a single fatal accident. He said it was always a matter of gratification to be able to report that there had not been a fatal accident on the turnpike over any given period, and especially to be able to report it with respect to a week end which was a very busy week end.

The Chairman said further that he never ceased to be amazed that on days of greatest use of the turnpike the safety experience was the best. He said people seemed to be alert when they knew traffic was heavy and, as he had said a long while ago, they stayed alive when they stayed alert. He said there were at least two accidents in August as a result of inattention. He said he was convinced a passenger car carrying four people drifted into the back of a parked vehicle. He said the coincidence of the parked vehicle being there and their inattention at the same time compounded the accident. He said he never ceased to be amazed about that also -- inattention. He said that when people were attentive there were fewer accidents and they were more attentive when there was a lot of traffic.

The Chairman reported also that revenue for August was approximately \$4,670,000, which was more revenue by \$267,000 than in any prior month since the turnpike opened. He said August was also the 16th consecutive month in which income exceeded that for all prior corresponding months.

The Chairman reported also that in July the Trustee purchased \$640,000 face amount of turnpike bonds for retirement and in August purchased \$5,024,000 face amount. He said that brought the total of bonds retired to date in 1969 to \$6,436,000 and left outstanding bonds in the amount of \$218,595,000.

The Chairman addressed Mr. James Johnson, a reporter for the Scripps-Howard organization who was present and extended the Commission's felicitations and good wishes on his departure from Ohio and his severance from the Scripps-Howard organization to go to work for the Daily Oklahoman newspaper in Oklahoma City, Oklahoma. He said the Commission gave him all its good wishes for success and happiness.

The Chairman reported also that early in August he found it expedient to designate a member of the staff, James D. Hartshorne, to serve as Acting Deputy Executive Director during a period of vacation leave of the Executive Director, Mr. Russell S. Deetz. He said he proposed a reso-

lution naming Mr. Hartshorne Deputy Executive Director to fill the Commission's organization chart and to complete the organization which was not completed at the time of the reorganization in 1968.

The Chairman reported also that Mr. Allan V. Johnson, Liaison Engineer from the Highway Department to the Interstate Coordinators' Conference, was present as a welcome visitor. He said he asked Mr. Johnson to sit in with the Commission and to comment, if he chose to do so, about the proposed closing of Exit 15 of the turnpike which the Executive Director would report upon, which he knew Mr. Wilson would comment upon and which Mr. Masheter would have commented upon had he been present. He said the Commission did not need to make any final determination that day about that situation which was rather tense. He said operators of businesses in the vicinity of that exit were more than alarmed about the prospective closing. He said they had been in touch with trade organizations and they had written the Governor who had brought correspondence to the Commission's attention. He said it reminded him of the situation which always existed when new highways were built and old highways were outmoded in one way or another -- highways were changed and businesses were dislocated.

The Chairman said Mr. Wilson had had that happen thousands of times in his career. He said he remembered especially the situation on Route 42 when I-71 was built and the traffic was diverted. He said Bob Hope's brother Sid, who had since died, had built a place up there called "The Pines". He said it was a going concern and the highway diverted the traffic and the business had to be closed up. He said he mentioned that as an example of what happened when highways dislocated businesses because that was one everyone knew about because of the prominence of one of the interested parties. He said it happened all the time. He said the oil companies opposed the construction of the Ohio Turnpike - if one could imagine that - because it was going to dislocate the business they did at service stations which would suffer from the change in traffic patterns.

A resolution appointing Deputy Executive Director was moved for adoption by Mr. Chastang, seconded by Mr. Teagarden, as follows:

RESOLUTION NO. 16-1969

"RESOLVED that effective this date, to wit, September 2, 1969, James D. Hartshorne be, and hereby he is, in addition to his other duties as executive assistant to the chairman and director of information and research, appointed to serve as deputy executive director at his and the Commission's mutual pleasure."

A vote by ayes and nays was taken and all Members present responded to roll call. The vote was as follows:

Ayes: Chastang, Teagarden, Wilson, Shocknessy.

Nays: None.

The Chairman said the resolution was adopted with all Members present voting in the affirmative. He said Mr. Hartshorne would continue as Deputy Executive Director. He said he had been sort of a deputy executive director as long as he could remember. The resolution was identified as No. 16-1969.

The Chairman said in the absence of questions the report of the Chairman was accepted as offered. He said the report of the Secretary-Treasurer would be received.

The Secretary-Treasurer, Mr. Chastang, reported that Mr. Teagarden was appointed to another eight-year term ending July 1, 1977, as a member of the Commission by Governor Rhodes on July 3, 1969 and the appointment was confirmed by the Senate of the General Assembly on July 9, 1969 by a vote of 27-0.

The Assistant Secretary-Treasurer, Mr. John Soller, reported for the Secretary-Treasurer that since the last meeting the following had been sent to all Members:

1. Traffic and Revenue Reports for June and July 1969.
2. Financial Statements as of June 30 and July 31, 1969.
3. Detail of investment transactions for July and August 1969.
4. Budget Report, First Half 1969.
5. Report on Concessionaires - First Half 1969.
6. Draft of the minutes of the July 1, 1969 meeting.
7. Accountants' Report for the period ending June 30, 1969.

The Assistant Secretary-Treasurer said the amount of turnpike bonds purchased in August was substantially more than in any other month. He said the previous high was \$4,610,000 in September 1966. He said

there was quite a wide range of prices paid in August - from a low of  $78\frac{1}{2}$  to a high of  $84\frac{1}{4}$ . He said the average of the purchases was 82.068. He said that because there was such a wide range in the prices paid he asked Mr. Burgoon to attend the meeting because he and Mr. Greenwood Pace of the Trustee were most directly concerned with the purchasing of the bonds for retirement.

The Chairman said it was his suggestion that Mr. Burgoon come so he would like to let him make a statement about the acquisition of the bonds and about the market. He said the price paid was not quite consistent with the published market so he would like Mr. Burgoon to tell the Commission about it.

Mr. Burgoon read the following prepared statement.

"To the Ohio Turnpike Commission:

"In June, 1961, representatives of your Commission and of The Ohio National Bank as trustee agreed upon a procedure for purchasing bonds for the Redemption Account. Briefly, the procedure was:

- Item 1. Purchase bonds in the market on a best offering basis.
- Item 2. Request leading dollar-bond dealers to submit offerings of bonds competitively.
- Item 3. If funds were still available in the Redemption Account, bid for bonds in the open market and adjust the bid as necessary to complete the purchase program.

"Since the beginning of the purchase program in October 1961, this procedure has been followed except for limited deviations necessitated by changes in market conditions or other circumstances.

"Item 1 of the procedural outline was intended to serve in those instances where only limited buying was required, and has been utilized in that manner.

"Item 2 has been the procedure for nearly all substantial purchases. However, as the activity of the Redemption Account became generally known, the Trustee received many requests from investment dealers and institutional holders for notification of dates set to receive competitive offerings. Thus, to be fair to those wishing to submit offerings, and to purchase the bonds at the most favorable prices, the mailing list for the notifications has been expanded beyond the leading dollar bond dealers.

"This expansion of the original procedure has been satisfactory with respect to our relationships with bond dealers and bond holders, and has been an effective method for obtaining the quantity of bonds needed. The effectiveness of the method has been illustrated by many instances of bonds being purchased at or below the existing bid price in the open market. In addition, there have been very few times when the Trustee has found it necessary to bid in the open market.

"At the present time, there appears to be no need for changing the purchase procedures. However, certain factors exist which probably will place more accent on bidding in the open market. They are:

1. With approximately one-third of the original issue now retired, the floating supply of bonds has been drastically reduced.
2. The proportion of bonds owned by individuals is much greater than when redemptions were begun as many institutional holders have liquidated all or part of their holdings.
3. The high cost of money forces dealers to avoid carrying any inventory of bonds with a  $3\frac{1}{4}\%$  coupon rate. This exerts extraordinary downward pressure on the bid price for the bonds along with reducing the floating supply.

"Purchases, therefore, will have to be made in an environment where the floating supply is minimal, where it is more difficult to purchase from individual holders than from institutions, and where the quoted market price has been forced down to an unrealistic level.

"In this environment, expectations are that Item 3, the Trustee bidding for bonds in the open market, will play a significant role in obtaining sufficient bonds to absorb all redemption funds. To accomplish this, it is evident that the Redemption Account will have to supply the bids which will motivate holders to sell their bonds. There is no basis upon which to estimate the price adjustment that may be required.

"The experience for August, 1969, showed that a modest increase in price could produce the needed quantity of bonds. Thus, it seems reasonable to anticipate that for the balance of the year a sufficient quantity of bonds can be purchased at a level substantially below the present call price. However, future purchases may bear less relationship to the quoted market than in the past."

The Chairman said that Mr. Burgoon's presentation was interesting but recognizing that the time would come when the Commission probably would have to call bonds he was hoping that the floating supply would for some time to come satisfy the Commission's retirement abilities. He said that under ordinary circumstances he would question the validity of the notification procedure described by Mr. Burgoon. He said he thought it was a mistake to show one's hand and under that notification procedure the Trustee was showing its hand. He said he was not going to challenge the Trustee's following that notification procedure but he did not believe that that was contemplated in the 1961 arrangement. He said he did not think the Trustee's experience had been bad on that notification procedure but he wanted the record to show that the Commission was taking notice of it.

The Chairman said he thought the bond supply was down on traded bonds. He said he thought the big blocks that were purchased in 1952 were generally liquidated and that the bonds currently being purchased were bonds that had been traded and that the realistic character of the market was related more to the trade as to the prices that had been paid than to the face value of the bond. He said he thought the market currently being dealt with was the trade market and he was not certain how long it would be realistic to expect that market to continue but he thought that being the kind of market that it was - a trade market - it might last a long while. He said bonds currently were generally moving faster in that kind of market than they otherwise would.

Mr. Burgoon said he thought there had been institutional liquidation of the bonds and when those bonds got into the hands of individuals it was harder to reach the holders. He said that, for example, he knew of institutional holders of the bonds which were unwilling to sell when the bonds were selling around par level or even above which had since liquidated their bonds at prices below that level merely because those people could see how they could sell these bonds for X dollars loss and buy something else that would make them more money.

The Chairman said that then the bonds went into the hands of traders who bought them at 82, who were holding them and could afford to hold them because they currently had a yield on them of 4% or better and the bonds were tax free so that they were much better as an investment to the trader than they were to the institutional buyer. He said he recognized that it was harder to reach the trader, that the Trustee's problem was accentuated and it might be that the Trustee's notification procedure was the only way that it could acquire the quantities of bonds that the Commission liked to acquire. He said he was trying to say that

the discussion constituted no criticism of the Trustee's handling of the account - it was not - but he did want every once in a while for the Commission to have a discussion of the account. He said the Commission had not done so often enough.

Mr. Burgoon said that in regard to the notification procedure with respect to not calling one's hand, the Trustee's notification had never carried a dollar amount, the Trustee never disclosed how many bonds it wanted to buy. He said another factor was that there were dealers and institutional holders and so on who had followed the Commission's revenues, its operation, so closely the Trustee did not have to tell them when it was going to be buying bonds - they knew when it was going to be buying bonds. He said that still went on so in effect all the Trustee's notification did was give everybody an equal chance to offer competitively at the same time.

The Chairman said he accepted that as a logical explanation because it was true the Commission's published figures were notorious. He said everybody knew the Commission's public figures and one could tell about when the Trustee would be coming in the market. He said apparently all the Trustee would do in its notification was just to say that it would be coming in the market and the approximate time.

Mr. Burgoon read a sample of the Trustee's notification procedure dated August 28, 1969 as follows:

"Gentlemen:

"We will accept offerings of State of Ohio, Turnpike Revenue,  $3\frac{1}{4}\%$ , due June 1, 1992, for purchase by the Trustee for the redemption account on Thursday, September 4, 1969, until 12:00 noon E.D.S.T.

"Offerings may be presented by teletype (810-482-1720) or by telephone (614-221-2211).

"Notification of purchase or rejection of bonds offered will be made by telephone or teletype as soon as possible after noon on Thursday.

"Yours very truly,

John L. Burgoon  
Investment Department"

In response to a question by Mr. Chastang, Mr. Burgoon said the

notification was being sent currently to a list of some forty to fifty names of investment dealers and institutional holders.

Mr. Chastang asked what was the Trustee's procedure if Bancohio Corp. or a client of the Ohio National Bank, the Trustee, had substantial holdings of turnpike bonds for sale - how did the Trustee go about telling them the market and did the Trustee ever buy from Bancohio or from The Ohio National Bank. He said the question was not critical of The Ohio National Bank or of the Bancohio Corp.

Mr. Burgoon replied that the Trustee was prohibited by law, it could not deal with bonds owned by any Bancohio Corp. subsidiary; to do so would be self-dealing.

Mr. Chastang said his question was directed particularly to bonds held in the various trust portfolios.

Mr. Burgoon replied that The Ohio National Bank did not have one trust account deal with another at any time, that if a trust account had bonds they had to sell they probably got bids from two or three dealers and sold to the best bidder. He said that regardless of what the situation might be the trust accounts would use that same procedure whether or not the Commission's redemption account was in the market at the time.

In response to a question by Mr. Teagarden, Mr. Burgoon said that one factor he thought was extremely important with regard to the turnpike bonds was that they had become a haven for people who were temporarily out of the stock market and felt that there was a pretty good floor under the price of bonds.

Mr. Teagarden said he was thinking that the more bonds that were held by individuals the harder it was going to be for the Trustee to get a discount on purchase.

Mr. Burgoon said that bonds which had been purchased at or near the current market one would have the opportunity to buy while bonds that had been purchased substantially above the current market one would have very little chance of buying at current prices.

The Assistant Secretary-Treasurer, Mr. Soller, said that of the \$218,000,000 turnpike bonds that were outstanding only about \$13,000,000 were registered and of that figure there was a bank that had in various trust accounts about two and one-half million. He said some of the remainder of the registered bonds were unidentifiable in that it was difficult to determine whether the name in which a bond was registered was a

nominee or an individual. He said there were a few companies in the list of holders of registered bonds but there were not the tremendous holdings of earlier years.

In response to a question as to feasibility of inserting a notification of redemption in the Wall Street Journal, Mr. Burgoon said that that was considered at the very beginning but from discussions the Trustee had with trustees of other sizeable revenue issues it had been found that when others had to resort to advertising it increased the price of the bonds appreciably.

The Chairman thanked Mr. Burgoon for his statement. He said it was a good statement and he thought it was a good thing to exchange views every once in a while.

There being no further questions, the Chairman said the report of the Assistant Secretary-Treasurer was accepted as offered. He said the report of the Committee on Budget and Finance would be received.

The Executive Director reported for the Committee on Budget and Finance in the absence of Mr. Redman, the chairman, that operating expenses for the first seven months of the year were \$249,095 under budget allocation for the period. He said the administration and insurance account was \$45,660 under, the operations account \$201,716 under, and the trust indenture account \$1,719 under. He said the total expenditure from budget for the seven month period was \$4,562,315.00.

The Executive Director reported further for the Committee that the report on the preliminary budget for 1970 should be in readiness within the next few days for distribution to the members of the Committee on Budget and Finance for their consideration.

The Chairman said the report of the Committee on Budget and Finance was accepted as offered. He said the report of the Committee on Service Plazas would be received.

The Chairman of the Committee on Service Plazas, Mr. Teagarden, reported that, to assist the Committee in evaluating whether or not additional facilities would be required at the Middle Ridge and Vermilion Valley restaurants when Interstate 90 was connected directly to the turnpike, a traffic study was conducted at the two locations during the month of August. He said each day a count was made of the number of cars entering these plazas by the hour and likewise a tally was kept of the number of customers through the food facilities. He said that while the

results of the study had not yet been compiled it was evident that both of the restaurants handled a record number of patrons during the month. He said there were times when the facilities at the restaurants were taxed to capacity but with the speed snack bar and cafeteria service the restaurant operator was able to accommodate most of the patrons with a minimum delay.

Mr. Teagarden reported also that August saw new records for volume set at most of the restaurants and gas stations and, in spite of the increased traffic, the standard of service remained good. He said that at those plazas where traffic was less than expected a study was being made by the operator to determine why. He said a preliminary check of the sales indicated that people were spending less money in the gift shops but were maintaining about the same expenditure for food as last year.

Mr. Teagarden reported also that, in keeping with established policy, the Patron Services Department visited each of the service plazas over Labor Day week end to see that turnpike patrons received proper attention. He said it was evident that the restaurant operators were prepared since the housekeeping was found to be very good in most areas and service in most instances could be considered excellent. He said that during the holdiday week end it could be said that travelers received better service if they were on the turnpike than they would have if they were on any other comparable highway.

In response to a question by the Chairman as to whether the Committee should seek expert advice on the terms and specifications for a new contract for operation of the restaurants on the Ohio Turnpike, Mr. Teagarden said he agreed that someone who had had more experience than the committee members should go over the specifications. He said the Committee had that in mind.

The Chairman said that in the absence of further questions the report of the Committee on Service Plazas was accepted as offered. He said the report of the Committee on Employee Relations would be received.

The chairman of the Committee on Employee Relations, Mr. Teagarden, reported that a series of meetings had been held by the Committee during June and July separately with spokesmen representing non-union employees and with a committee representing employees who were members of Local 20 of the Teamsters Union. He said both groups submitted numerous demands with respect to wages, fringe benefits and working conditions.

Mr. Teagarden said further that the Committee considered all the demands of both groups and made recommendations to the Executive Director which he summarized as follows:

Wages. A general five percent (5%) increase for hourly and salary employees who had been employed by the Commission 12 months or more effective for each employee with his first full pay period beginning on or after January 1, 1970. Those who had not been employed for 12 months on January 1, 1970 would receive their raise effective with the first full pay period following 12 months of employment.

Winter Vacations for Maintenance Employees. Between November 1 and March 31, inclusive, not more than 2 men from any maintenance section installation could take their vacation at the same time. This was exclusive of maintenance supervisory personnel, who had to take their vacations between April 1 and October 31, inclusive. Maintenance division personnel should be limited to one man on vacation at a time per installation between November 1 and March 31, inclusive. Between April 1 and October 31, inclusive, a maximum of 15% of the employees of any maintenance installation could be away on vacation leave at the same time. The change to be effective January 1, 1970.

Hours of Work.

A. Maintenance-Standby Time

One hour's pay for the first four hours or portion thereof for standby time and one additional hour's pay for the next four hours or portion thereof. The change to be effective January 1, 1970.

H-Day. To extend to 60 days the time within which an employee had to take his H-Day after the holiday involved. (Current limit 30 days). The change to be effective January 1, 1970.

Hospitalization. Improved benefits to be available to employees effective February 1, 1970, the anniversary date of the Commission's Group Hospitalization Insurance Policy, as follows:

- a. To increase the maternity benefit from a flat \$100.00 in-hospital expense to \$500.00.
- b. The maximum surgical-expense benefit to be increased from \$300.00 to \$500.00. A new surgical schedule to

be submitted increasing proportionally other surgical limits.

- c. Out-patient care to provide unscheduled x-rays and laboratory benefits to a maximum of \$100.00.

Grievance Procedure. Extend use of fact finding panel. The change to be effective January 1, 1970.

Mr. Teagarden said further that the proposals were submitted by the Committee to the Executive Director and the Committee had been advised by him that he had approved them.

The Chairman thanked Mr. Teagarden for a very satisfactory report and said it was accepted as offered. He said the report of the Committee on Safety would be received.

The Executive Director reported for the Committee on Safety that a new contract was entered into on August 28, 1969 between the Commission and the Director of the Department of Highway Safety of the State of Ohio covering the policing of the Ohio Turnpike by the Ohio State Highway Patrol for the period from September 1, 1969 to August 31, 1974. He said the contract was signed by the Director of Highway Safety, Mr. Warren C. Nelson, and by the Attorney General of Ohio, Mr. Paul W. Brown.

The Executive Director said further that except for two minor revisions and improvement of language in several places the new contract set forth the same terms for policing the Ohio Turnpike as the previous contract. He said the minor revisions included a requirement that the Commission furnish a gasoline storage tank and gasoline dispensing pump at each Highway Patrol Post on the turnpike and a new listing of the civil service classifications used for personnel assigned to the turnpike but consistent with classifications used in other Highway Patrol districts. He said the classification of corporal was being eliminated and those patrolmen holding the rank were being appointed to the rank of sergeant. He said several patrolmen who held the rank of sergeant were being appointed second lieutenants. He said second lieutenants would be in command of the Highway Patrol Posts on the turnpike so that there would be three second lieutenants and two staff lieutenants - equivalent to first lieutenants - in addition to a captain in District 10 of the Highway Patrol which policed the turnpike.

Mr. Chastang noted that the agreement did not refer to the rank of corporal although the organization chart accompanying the agreement did list the rank of corporal.

The Executive Director said there would be a new chart as soon as the Director of Highway Safety prepared one based upon recently enacted legislation.

The Chairman said the report of the Committee on Safety was accepted as offered. He said the report of the Executive Director would be received.

The Executive Director reported also that late on Friday, July 4, northern Ohio experienced the most violent weather in the state's history. He said official damage estimates exceeded \$100 million dollars. He said some 60 persons were killed and hundreds were injured. He said that, fortunately, the sections of the Ohio Turnpike in the storm's path escaped major damage although subsequent floods caused the closing of the turnpike at Milepost 128 near Berlin Heights in Erie County between the Sandusky-Norwalk and Lorain-Elyria Interchanges for about 30 minutes to trucks and seven hours to automobiles on the morning of Saturday, July 5.

The Executive Director said further that some toll plazas and service plazas operated several hours without power and telephones and even the turnpike radio system was inoperative in the flooded area for a short period. He said reports of overflowing ditches, rock slides, collapsing banks, etc. were attended by the Commission's maintenance forces with but little interference with traffic.

The Executive Director said further that heavy rains upwards of 10 inches together with breaks in the dams of the Milan and Norwalk reservoirs caused the waters of the Huron River to overflow a divide south of the turnpike and spill into a stream of the Vermilion River watershed. He said that at about 5:50 A.M. on July 5 water began to flow over the roadways at Milepost 128 and within an hour reached a depth of 2-1/2 feet over a distance of some 2,000 feet. He said the crest held for about four hours. He said passenger cars were unable to negotiate the flooded area but commercial vehicles continued to do so until the roadways became nearly blocked by flooded out vehicles and vehicles which drifted partially off the roadway into the flooded median and side ditches.

The Executive Director said further that truck traffic was halted for about 30 minutes while tow trucks cleared the flooded zone of disabled vehicles and maintenance forces drove steel posts along the outside edges of the driving lanes and attached red flags to them to provide guide-lines through the flooded area. He said truck traffic was then permitted

to proceed in a single lane in each direction. He said at one time traffic was backed up for 18 miles in two lanes east of the flooded area. He said the parking areas in service plazas on either side of the area were full of vehicles. He said that by noon the water had receded sufficiently to permit passenger car traffic to proceed cautiously. He said that by about 2:45 P.M. the roadways were clear and traffic conditions were back to normal.

The Chairman said he knew of only one complaint about the interruption of traffic and that was made by the Honorable Don J. Young, Judge of the U.S. District Court in Toledo. He said it was remarkable that the public accepted it the way the public did.

The Executive Director said further that other east and west highways in the northern part of the state were closed many hours before the turnpike was closed and continued closed for hours after the turnpike had been reopened. He said that, in fact, a week later some 40 state highways were still closed, chiefly because of washed-out bridges. He said that during the entire emergency period on the turnpike not a single traffic accident occurred in the affected zone.

The Executive Director said further that the Highway Patrol, the disabled vehicles service drivers, and the Commission's maintenance forces, toll collectors, and staff members coordinated their efforts in the handling of traffic and the rendering of assistance to travelers in need of help. He said it would be impossible to speak too highly of the effective manner in which the Highway Patrol operated, not only performing all those duties related to safety and traffic control which would be expected of its members but also lending a hand in such matters as shoveling debris from the roadways and helping tow truck drivers hook their vehicles up to stranded automobiles and trucks.

Mr. Teagarden said it was the first time the turnpike was ever closed.

The Executive Director reported also that bids were received on August 12, 1969 for furnishing salt (sodium chloride) for the eight maintenance buildings and one intermediate storage site for the 1969-1970 winter needs. He said three bids were received. He said the two higher bids were identical, and the low bid was submitted by International Salt Company and Baldwin & Sours, Joint Venturers. He said salt would be 50¢ a ton cheaper during the coming winter than the last winter. He said the bid was 10¢ less per ton than bids the Ohio Department of Highways received for the same counties.

The Executive Director reported also that bids were received on August 13, 1969 for furnishing calcium chloride for the eight maintenance buildings for the 1969-1970 winter needs. He said two bids were received. He said a contract for supplying the western four maintenance buildings was awarded to Wyandotte Chemicals Corporation on its low bid and a contract for supplying the eastern four maintenance buildings was awarded to Pittsburgh Plate Glass Industries, Inc. on its low bid. He said calcium chloride would cost an average of \$5.31 more per ton than it did the last winter. He said the low bids received ranged from 70¢ less per ton to \$1.85 more per ton than those received by the Highway Department for the counties in which the turnpike maintenance buildings were located.

The Executive Director reported also that at the last meeting of the Commission a discussion was had on a dual-width asphalt paver which was brought to the Commission's attention by correspondence from the Blaw-Knox Construction Equipment Company. He said that since that discussion and with the assistance of Director Masheter, staff members were able to see the paver and the finished product and also to confer with state engineers and construction personnel experienced in its use. He said Mr. Harnden of the J. E. Greiner Company and Mr. Hartshorne and he of the Commission's staff visited the project suggested by Director Masheter on the Appalachian Highway about 20 miles east of Jackson.

The Executive Director said further that the Blaw-Knox dual-width asphalt paver had been used on one completed contract and was being used on another contract of that highway but was not in actual operation on the day of the visit because of a shortage of stone. He said the staff members were able to drive the completed section and found it to provide a good, smooth riding surface at speeds upward to 70 miles per hour. He said the project engineer and the contractor's paving superintendent expressed enthusiasm with the operation of the paver.

The Executive Director said further the Commission's specifications had since been modified to permit the use of a dual-width asphalt paver on the turnpike. He said the modified specification had been included in Contract RMP 59-69-5 for pavement repair and resurfacing between Mileposts 223.3 and 230.6 which was advertised for bids in August.

Mr. Wilson said that the Department of Highways was well pleased with the service that it had received from the machine.

The Executive Director reported also that the pavement renewal program for 1969 was divided into five contract sections. He said four of the contracts were awarded at the March meeting of the Commission but the fifth contract was not awarded because the low bid received was con-

sidered to be too much more than the estimate. He said the specifications for that contract - RMP 59-69-5 - had since been changed to provide that the pavement remedial work and drainage be performed in the fall of 1969 with asphalt paving to be done in the spring of 1970. He said other changes included permitting bids in the alternative on using the designated points of access or temporary access drives to be constructed at the contractor's expense and making it permissive for the contractor to use a dual-width asphalt paver.

The Executive Director said further that the contract which involved the roadway between Mileposts 223.3 and 230.6 in Mahoning County was advertised on August 6 and 13 and bids were opened on August 26. He said three bids were received. He said the low bid received was submitted by City Asphalt & Paving Co. of Youngstown, Ohio, on the alternate proposal in the amount of \$1,399,964.00. He said that during the evaluation of bids an error was found in the proposal that would result in an overrun in quantities and corresponding increase in total cost on each bid of approximately \$90,000. He said the estimate for the project was \$1,473,786 which was approximately one percent less than the low bid with overrun added (\$1,490,964).

The Executive Director said further that since discovering the error and at the suggestion of the Chairman he called Mr. Masheter and explained the situation to him. He said Mr. Masheter informed him that in corresponding situations like that that occurred in the Highway Department the Department would get the low bidder to submit a letter indicating that it was aware of the error. The Executive Director said he requested such letters from all the bidders and received letters from the bidders that indicated that they were aware of the error. He said the plans showed a certain quantity and the special provisions showed a certain quantity while the proposal showed a different quantity. He said the bidders were aware of the error and they bid according to the actual amount of drainage work that was going to be needed on the project.

Mr. Wilson said he confirmed what the Executive Director had just said about the Director of Highways.

The Executive Director said further that the Consulting Engineers had examined the bids and recommended an award to the low bidder. He said the Chief Engineer had concurred in the recommendation of the Consulting Engineers and General Counsel had examined all bids and related documents and had advised the Commission it might lawfully award a contract to the low bidder. He said that, accordingly, it was his recommendation to the Commission that favorable action be taken on the resolution

prepared for the purpose of making an award of Contract No. RMP 59-69-5 to the City Asphalt & Paving Company on its alternate proposal in the amount of \$1,399,964.00, the total bid price based upon unit bid prices and estimated quantities.

In response to a question, Mr. Harnden said the Consulting Engineers were satisfied with the bidding procedure as described by the Executive Director and were recommending the award.

A resolution awarding contract RMP 59-69-5 was moved for adoption by Mr. Wilson, seconded by Mr. Chastang, as follows:

RESOLUTION No. 17-1969

"WHEREAS the Commission has duly advertised, according to law, for bids upon a contract for the repair and resurfacing of original Construction Sections C-3 and C-4 between Milepost 223.3 and Milepost 230.6 in Mahoning County, Ohio, which contract is designated Contract RMP 59-69-5, and proof of said advertising is before the Commission;

"WHEREAS bids for the performance of said contract have been received and were duly opened and read as provided in the published notice for said bids, and said bids are before this meeting;

"WHEREAS said bids have been analyzed by the Commission's consulting engineer and by its chief engineer, and they have reported thereon to the Commission with respect to said analysis and they, and also the Commission's executive director, have made their recommendations predicated thereon;

"WHEREAS all of the aforesaid bids for said contract were solicited on the basis of the same terms and conditions, and the same specifications, with respect to all bidders and potential bidders, and the bid of The City Asphalt and Paving Company, Youngstown, Ohio, for the performance of said Contract RMP 59-69-5, is, and is by the Commission determined to be, the lowest of all said bids for the performance of said contract, and the Commission has been advised by its general counsel that said bid conforms to the requirements of Section 5537.04 of the Revised Code of Ohio and to the terms, conditions, and specifications in the legal notice applicable thereto, and, accordingly, the Commission is authorized to accept said bid as the lowest and best bid for the performance of the work required under said contract and of the incidental obligations thereof; and

"WHEREAS the Commission is satisfied with the capacity of said bidder to perform its obligations pursuant to its proposal;

"NOW, THEREFORE, BE IT

"RESOLVED that the bid of The City Asphalt and Paving Company, Youngstown, Ohio, in the amount of \$1,399,964.00, the total bid price based upon unit bid prices and estimated quantities for the performance of Contract RMP 59-69-5 be, and hereby it is, determined to be the lowest and best of all said bids and is accepted, and that the chairman and executive director, or either of them, be, and each of them hereby is, authorized, (1) to execute a contract with said successful bidder in the form heretofore prescribed by the Commission, pursuant to the aforesaid bid, and upon the condition that said successful bidder shall furnish a performance bond as heretofore approved by the Commission, (2) to direct the return to all bidders for the aforesaid contract, other than said successful bidder, of the bid security furnished by each of them, respectively, (3) to direct the return to said successful bidder of its bid security when the aforesaid contract has been duly executed and said performance bond furnished, and (4) to take any and all action necessary or proper to carry out the terms of said bid and of said contract."

A vote by ayes and nays was taken and all Members present responded to roll call. The vote was as follows:

Ayes: Wilson, Chastang, Teagarden, Shocknessy.

Nays: None.

The Chairman declared the resolution stood adopted with all Members present voting in the affirmative. The resolution was identified as No. 17-1969.

The Executive Director reported also that nine of the construction contracts on which he reported at the last meeting had since been completed and final payment made. He said two other such contracts were in readiness for processing of papers for final payment.

The Executive Director said further that currently there were five construction contracts on which work was in progress on three of which work had been suspended for the months of July and August and the first week of September. He said progress on the contracts ranged from 10 percent to 92 percent complete.

The Executive Director said further that the contract for the construction of an additional toll lane at Interchange No. 10 (Strongsville-Cleveland) where connection was made with Interstate Route 71 was about 92 percent complete. He said the added lane was in use on a temporary basis. He said it was expected that all work would be completed in

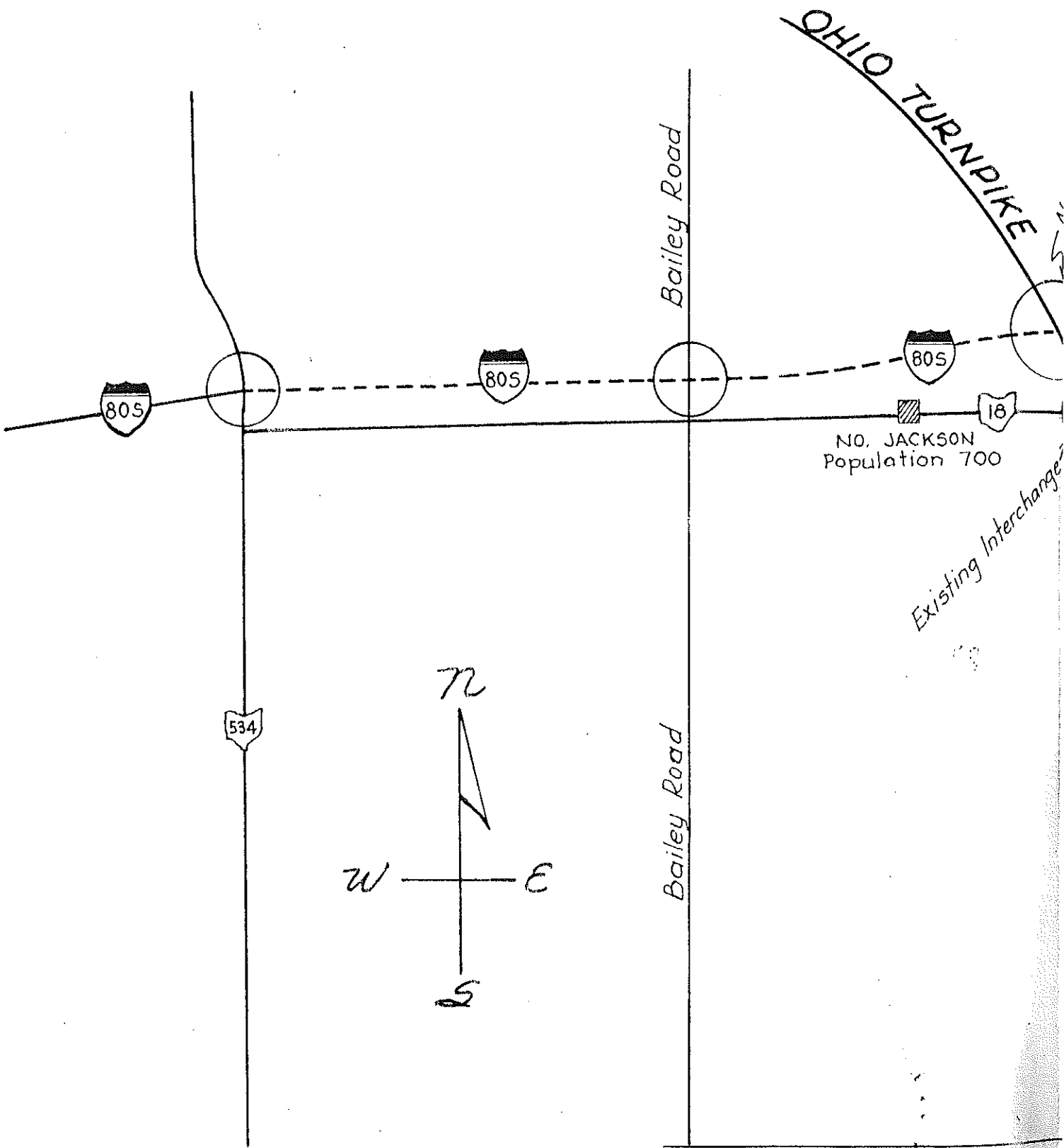
September. He said the contract for the construction of the toll plaza at the interchange between the turnpike and Interstate Routes 80 and 80-S in Mahoning County was about 45 percent complete. He said although progress had been slow the contractor advised that he would complete on schedule.

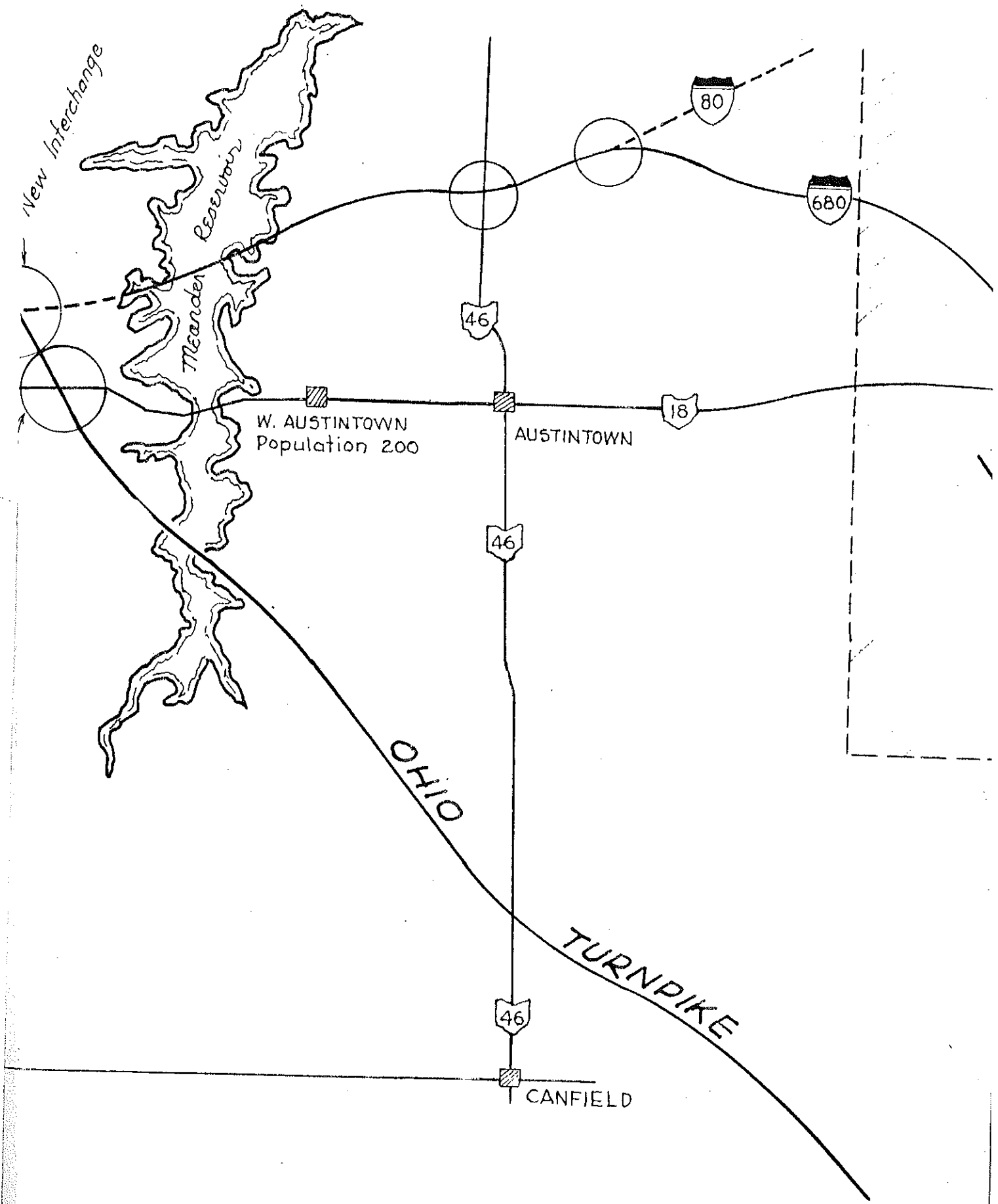
The Executive Director said further that work would resume within two weeks on each of the three resurfacing contracts which were secured for the heavy traffic volume season. He said each of the contracts was about 80 percent complete. He said work remaining to be done was limited primarily to laying of the asphalt concrete surface course, placing top soil, seeding and placing stone protection under the guard rail and, if weather conditions permitted, the contracts would be completed within six weeks.

The Executive Director reported also that the Chairman asked the staff to make a presentation concerning whether the existing Niles-Youngstown Interchange, Exit 15, should be closed simultaneously with the opening of the new Niles-Youngstown Interchange. He said the staff had prepared a number of exhibits showing the location and geometrics involved. He said Exhibit 1 (attached) showed the existing interchange where connection was made between the Ohio Turnpike and State Route 18, and the new interchange where connections would be made with Interstate Route 80 and Interstate Route 80-S. He said that currently I-80S was completed from Interstate Route 71 through Akron to State Route 534 and that the portion between SR 534 and the turnpike was under construction. He said I-80 was completed westward from an interchange with Interstate Route 680 and was open to traffic to State Route 46. He said it was completed from SR 46 to the west side of Meander Creek Reservoir but no outlets were open to traffic. He said I-680 led into the heart of Youngstown.

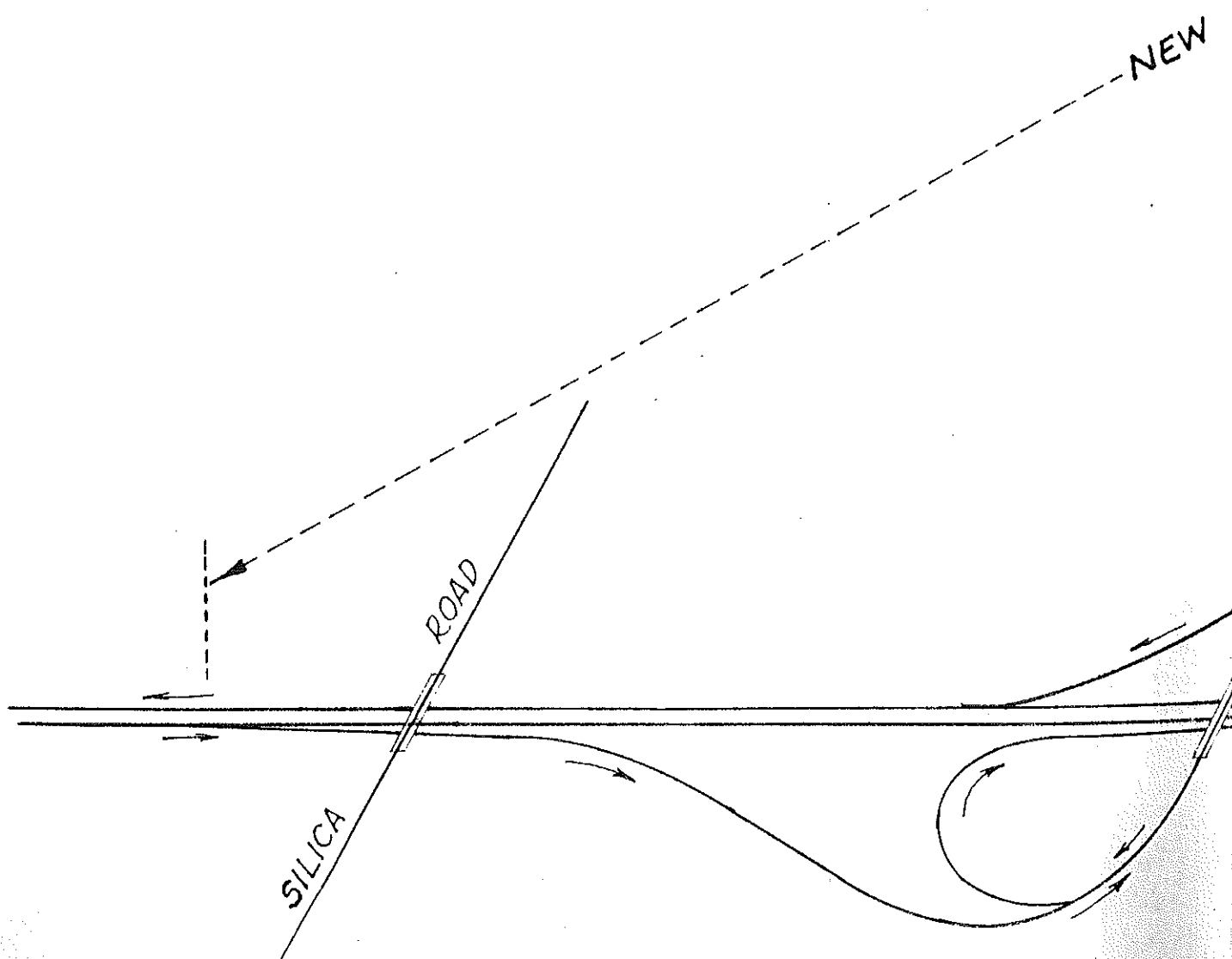
The Executive Director said further that if the existing interchange were to be closed, traffic in the immediate area would be forced to go west on SR 18, north on Bailey Road to its interchange with I-80S and east on I-80S to the new turnpike interchange. He said an alternate route was east on SR 18 to SR 46, north on SR 46 to I-80 and then west to the new interchange.

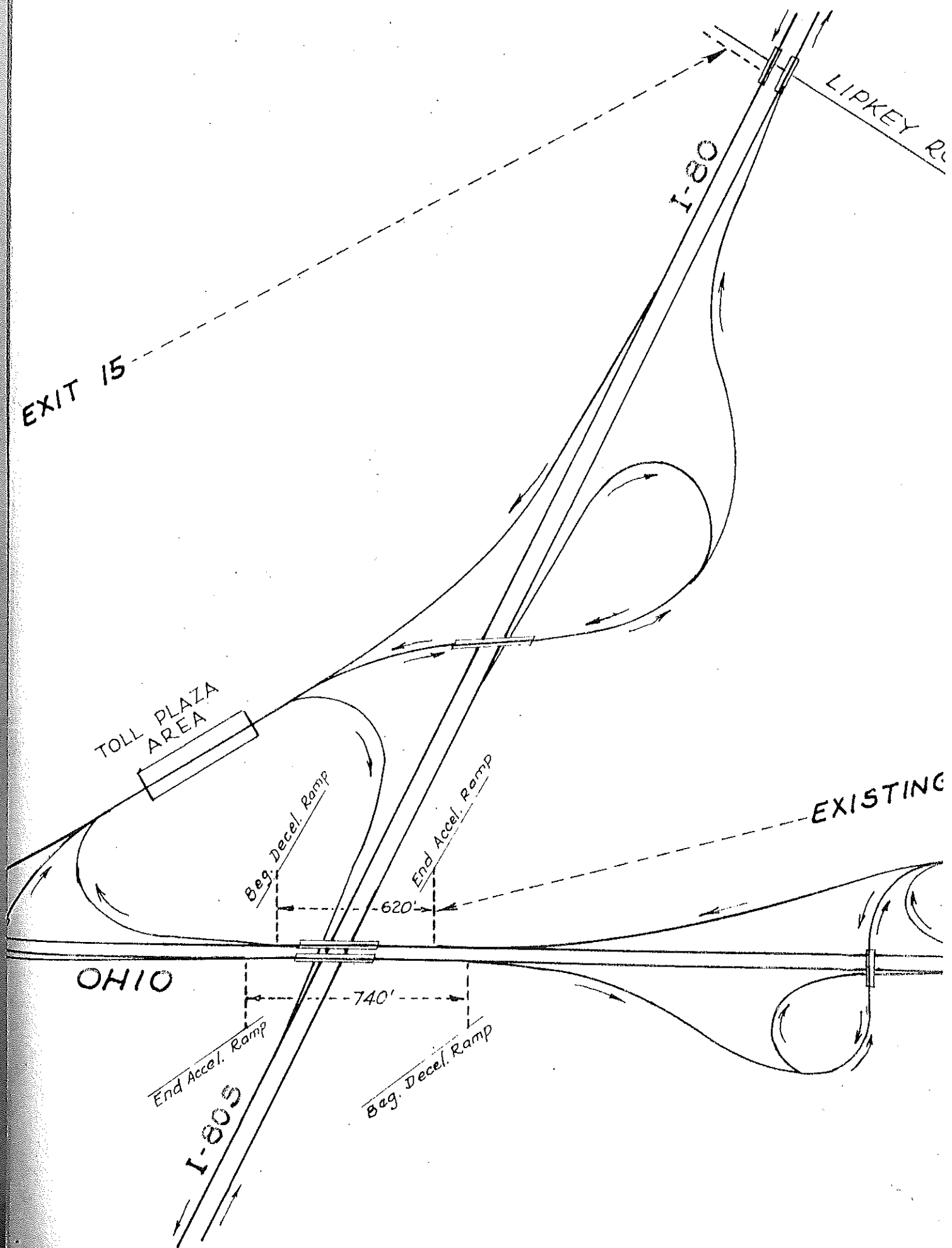
The Executive Director said further that Exhibit 2 (attached) showed the two interchanges in detail. He said the distance between the crossings of the Ohio Turnpike by I-80 and SR 18 was approximately one-half mile. He said there was a distance of approximately 620 feet on the westbound turnpike roadway between the terminus of the acceleration





YOUNGS TOWN





AD

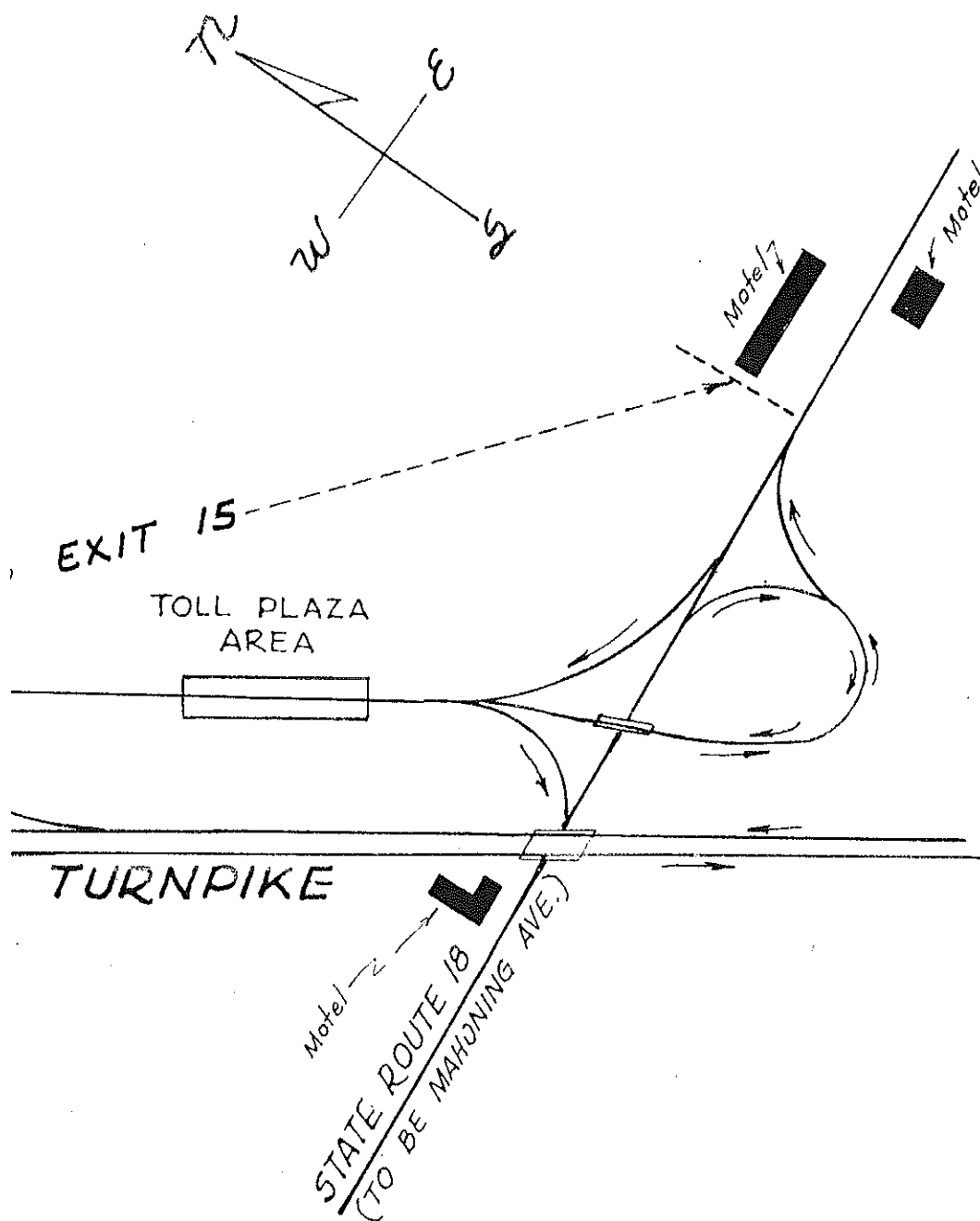


Exhibit 2

lane for the existing interchange and the beginning of the deceleration lane of the new interchange; and a distance of 740 feet on the eastbound roadway between the terminus of the acceleration lane for the new interchange and the deceleration lane of the existing interchange. He said the bridge carrying the westbound lane of the turnpike over I-80 was three lanes in width.

The Executive Director said further that a topographical map of the general area of the two interchanges showed Meander Creek Reservoir occupying a good portion of the area.

The Executive Director said further that the engineers in Division 4 of the Ohio Department of Highways advised him that the contractor on the I-80 and I-80S projects expected to be completed in December of 1969 although the contract provided a completion date of August 1970.

The Executive Director said further that a spokesman for three motels, an inn, a restaurant, a trucking company, and a mortgagee of one of the motels said that those businesses would be severely damaged financially if the existing exit were closed. He said the staff and the Consulting Engineers believed the existing interchange should be closed at the time the new interchange was opened for reasons of safety, cost and traffic service. He said the safety hazards arose because of the potential conflicts between slow moving, fast moving, merging and weaving vehicles on the ramps from the interchanges to the turnpike and others slowing down preparatory to leaving the turnpike at the interchanges. He said that that mixture of objectives and speeds on the short distance on the turnpike between the two interchanges could be quite hazardous and could contribute to the occurrence of accidents. He said the hazard would be eliminated by closing the old interchange. He said the hazard would be increased by confusing the traveler with the use of many signs for both interchanges beginning approximately two miles in advance of each exit. He said the signs would be difficult to relate to either the new exit or the existing exit.

The Executive Director said further that the cost of operating the existing toll plaza with a reduced staff of toll collectors was estimated at \$95,000 per year. He said that sum included salaries, supplies, utilities, maintenance of facilities, snow and ice control and many other items. He said there would be an estimated initial cost of \$10,000 for such items as alterations of the programs of the Commission's computer, procuring 10,000,000 toll tickets that other wise would not be required, and fabricating and erecting new signs for the existing exit which would have a new number - 15A - and a new name - Mahoning Avenue.

The Executive Director said further that changes in traffic patterns was still another consideration. He said an origin-and-destination survey indicated that approximately three to four percent of the traffic currently using the existing interchange might continue to use it after the new interchange was opened. He said that averaged out at about 200 vehicles per day. He said the currently lowest-volume interchange, Wauseon, averaged 800 vehicles per day.

The Executive Director said further that the only traffic that might advantageously use existing Exit 15 after the new Exit 15 had been opened would be that traffic generated within a distance of two miles by the lightly populated area centering on North Jackson (population 700) and West Austintown (population 200); by the three motels in the area of the existing Exit 15, and by a trucking company and two terminals of common carrier truck companies, one of which was located 1.1 miles west of existing Exit 15 while the second was located .8 miles east of existing Exit 15. He said it was expected that traffic generated by two other truck terminals - one at the intersection of SR 18 and SR 46, and the other at the intersection of SR 18 and SR 45 - could use either interchange with almost equal facility.

The Executive Director said further that the heavy volume of truck and other traffic between the turnpike and Akron and I-71, which currently used I-80S and SR 18, would use only I-80S after the new exit was open. He said traffic between the turnpike to the west and Youngstown and its environs which currently used I-680, SR 46, and SR 18 would use I-680 and I-80 but not SR 18 after the new exit was open. He said that when I-80 was completed east to Hubbard, Ohio and across Pennsylvania and New Jersey to New York City, a large percentage of the long distance traffic which currently used the Ohio Turnpike between Eastgate and the existing Exit 15 would enter and leave the turnpike at the new exit.

The Executive Director said further that the Commission's Legal Department advised that under the Trust Agreement it would be necessary to charge a toll for travel between the existing and new interchange - a distance of one-half mile plus ramp. He said the Consulting Engineers recommended that the existing minimum toll - 25¢ to 75¢, according to classification - between adjacent interchanges apply for trips between existing Interchange 15 and the new Interchange 15. He said the Consulting Engineers suggested that the toll from any other interchange to existing Interchange 15 or to the new interchange be the same as the tolls currently charged from those other interchanges to existing Interchange 15.

The Executive Director said further that, if construction continued at the present pace through September, it would appear that the portions of I-80S and I-80 concerned and the new interchange could be opened in

December 1969. He said that that being the case, it would be necessary that the staff know by early October whether the existing interchange was to be closed simultaneously with the opening of the new interchange or whether the two interchanges were to be operated contemporaneously.

In response to a question by the Chairman, Mr. Harnden said he felt that the hazard to traffic should be a major consideration for the Commission. He said the matter of weaving and crossing of traffic required between the two interchanges was a definite hazard. He said traffic entering and leaving the turnpike would have to just cross paths there or merge into the high speed lane if it wanted to stay on the turnpike. He said it looked like an extremely hazardous thing to him. He said he was sure it was a violation of the standards adopted by the United States Bureau of Public Roads of the Federal Highway Administration for the interstate usage.

Mr. Cresswell said he felt as Mr. Harnden did about the safety factor being of paramount importance.

The Chairman said the portion of the turnpike concerned was on the National System of Interstate and Defense Highways and that the Federal Highway Administration, therefore, had an interest and the Commission ought not to close the matter without hearing from the FHWA. He directed that the matter be put on an official basis by giving the Division Engineer of the FHWA all the facts and asking his advice.

Mr. Wilson said he concurred with everything that had been said. He said safety alone dictated closing the existing interchange.

The Chairman said the problem required solution and was, of necessity, going to impose some hardships. He said if the existing interchange were not closed, the hardship would be on the whole public and on the Commission and on the Highway Department. He said that if the existing interchange were closed, the hardship was going to be on the businesses nearby. He said there would be no hardship on the public by closing the interchange.

In response to a question by the Chairman, Mr. Johnson said he was not in possession of all the back-up data but it was clear from just what he had seen and heard at the meeting that the two interchanges were just too close together to function safely, and he would concur in the Chairman's comment that, generally, the public would be better served by closing the existing interchange.

Mr. Harnden said that, if anything, the two interchanges were much less distant than the exhibits indicated.

Mr. Cresswell said they practically overlapped.

Mr. Wilson said that even if they were a mile apart he did not think they could function properly.

The Chairman said his view was that even if they were  $3\frac{1}{2}$  or 4 miles, they could not function. He said there was no situation like that currently on the turnpike.

The Chairman said the Commission would want a written opinion from Mr. Harnden at its next meeting and would like to have also an opinion from the FHWA and a recommendation from the Director of Highways rather than a Member of the Commission.

Mr. Chastang said he thought the Commission ought to be bound by the recommendations of the Executive Director, of the Consulting Engineers, of the FHWA and by what Mr. Wilson and Mr. Johnson said. He said he was not an engineer and he was not going to do anything except that which was for public safety.

Mr. Chastang said he thought the motels concerned should have objected to I-80S, north of SR 18. He said it was not the Commission's fault that that was what the FHWA did.

The Deputy Executive Director said he had read the transcript of the hearing that the Department of Highways held on I-80S and there was no record of any objections voiced by those in attendance.

The Chairman said he thought that was a good point to make. He said the Executive Director's report was very good and, in the absence of further questions, would be accepted as offered. He ascertained that there would be no report by the Director of Highways.

Mr. Johnson said that the Commission might be interested in the fact that the Department of Highways on August 29 opened a seven mile section of Interstate Route 77 from south of the turnpike to Pleasant Valley Road in Independence, in Cuyahoga County.

The Chairman said the report of the General Counsel would be received.

The General Counsel, Judge Lockwood Thompson, reported that there was one matter that had engaged considerable attention in his department for a matter of several years and in abbreviation had been called

"certification". He said he would like to explain what had been done on the matter in recent months and also point out the provision of Section 411 of the Trust Agreement which dealt with certification.

The General Counsel said further that in the thirteen counties crossed by the Ohio Turnpike there were some twenty-seven different utilities, including five mortgagee banks, which held easements on Ohio Turnpike Project No. 1 (the Ohio Turnpike) parcels according to the Commission's title reports. He said the Legal Department during the past two years had been endeavoring to secure releases of such easements from the utilities. He said that of the twenty-seven utilities some, such as The Toledo Edison Company and Ohio Edison Company, were in as many as six counties and the number of releases needed for filing with county recorders in the counties involved amounted to some seventy releases.

The General Counsel said further that in Fulton, Portage and Trumbull Counties all utilities found present had responded by releasing every parcel requested.

The General Counsel said further that with reference to Williams County all requested releases had been obtained except for certain parcels where North Western Electric Cooperative, Inc. held easements. He said, specifically, the Commission had obtained releases from North Western with respect to eleven parcels, but twenty-two other parcels were still under discussion with the company. He said that with respect to Lucas County releases had been obtained from all utilities present except the Toledo Edison Company, but American Telephone & Telegraph Company had limited its release to five parcels by special saving language, and Panhandle Eastern Pipe Line Company had qualified its release as to two of the four parcels requested. He said that in Wood County releases had been obtained from all utilities except Buckeye Pipe Line Company and a discussion with respect to three of the parcels included was holding up execution of a release. He said one parcel was objected to by Sinclair Pipe Line Company in that county.

The General Counsel said further that concerning Cuyahoga County a release was tendered to The Cleveland Electric Illuminating Company characterized as a disclaimer because CEI declared that if the parcels were disclaimed it would not be necessary to obtain a release from its mortgagee, Guaranty Trust Company of New York. He said there were, however, a number of other parcels not to be included in the disclaimer which CEI questioned and so far had refused to release. He said those were still under discussion. He said the company insisted that two parcels, Nos. 140B and 140C, lay within that company's right-of-way

and that the Commission had occupied those parcels without a payment and it was asking for compensation. He said that in the same county, Buckeye Pipe Line Company to date had not accepted the Commission's request for a release. He said Buckeye questioned at least three parcels. He said in the same county, East Ohio Gas Company excepted two parcels from the release tendered.

The General Counsel said further that with reference to Summit County a release had been forwarded to Buckeye Pipe Line Company but that release had not been returned and the company took exception with respect to at least one parcel. He said the East Ohio Gas Company had refused to execute the release tendered with respect to six parcels. He said that in Ottawa County The Northern Ohio Telephone Company had excepted three parcels from the release tendered. He said that in Sandusky County The Toledo Edison Company had excepted two parcels from the easement tendered by the Commission. He said that in Erie County The East Ohio Gas Company had excepted as to one parcel and Ohio Fuel Gas Company excepted as to two parcels. He said that in Lorain County the Ohio Fuel Gas Company had qualified its release as to seventeen parcels, retaining the right to replace and remove existing gas pipe lines. He said The Elyria Telephone Company had excepted as to one parcel tendered in the release. He said that in Mahoning County the American Telephone and Telegraph Company had qualified its release as to five parcels, and The East Ohio Gas Company had taken exception to four parcels. He said Sun Pipe Line Company had qualified its release as to one parcel.

In response to a question by the Chairman, the General Counsel said he had not talked with the vice president and general counsel of The Cleveland Electric Illuminating Company, Mr. Lee C. Howley, or with the company's principal counsel, Mr. Harold G. Fitzgerald, Jr., concerning releases sought from the company as the Chairman had suggested because of a favorable telephone call which he received the day following his progress report to the Chairman.

The Chairman said he was still recommending that, if the General Counsel did not get service, either Mr. Howley or Mr. Fitzgerald be addressed.

The Chairman commented that the report was sort of bleak.

The General Counsel said the report was such that he wanted to raise a question about the actual meaning of Section 411 of the Trust Agreement because it was going to be some time before the Commission.

got all the releases. He said that in 1952 the Commission invited all the utilities that were known to cross the proposed line of the turnpike to Columbus for a meeting at which recommendations were made which resulted in the Commission entering into agreements with all of those utilities. He said the agreements were separately signed and the purport of each was that, if the Commission would pay the cost of the removal of utility lines where they are going to interrupt in any way the construction of the turnpike, the utilities would execute releases as to parcels from which their facilities had been removed.

The Chairman said there was currently a statute that required that procedure to be done.

The General Counsel said further that one of the arguments with The Cleveland Electric Illuminating Company was that, first, it was claimed by them that the Commission occupied a couple of their parcels without ever paying for them and, second, the company never would release certain parcels because it had facilities on the parcels. He said he thought the company questioned the actual interpretation of the agreement with respect to releases. He said the releases he was requesting of the company were based on the comments as to easements shown in the title reports with reference to the various parcels involved.

The General Counsel said he was insisting that the Commission paid the money and had not gotten the results due in many cases.

The General Counsel said further that in that connection he wanted to pay tremendous compliment to the Ohio Edison Company. He said that of 27 utilities it was the one that had in six counties more parcels involved than any other utility - it had anywhere from 50 to 75 such parcels. He said that, taking a couple of months' time in order to be careful and having their engineers check everything, the company came through one hundred percent. He said that he must in fairness also to The Cleveland Electric Illuminating Company say that in 1952, 1953, and perhaps in 1954 the Commission paid out \$166,000 to the company for removal of facilities and the cost of installing new facilities. He said that was done under what was called relocation jobs but it took place before all the Commission's right-of-way parcels had been given parcel numbers and therefore the relocation jobs concerned involved some 40 utility replacement payments which the Commission did not allocate to particular parcels. He said the company's position was that it would not give the Commission releases until it could show the company what specific parcels the money was paid for. He said he agreed with the Chairman that that position was wrong. He said he and the Executive Director and the Commission's Chief

Auditor, Mr. Walter O'Grady, reached an understanding the past week as a result of which the Executive Director invited Alden E. Stilson & Associates, contracting engineers, to discuss the problem of developing a program with respect to resolving the problems with North Western Electric Cooperative, Inc. in Williams County and The Cleveland Electric Illuminating Company in Cuyahoga County. He said the Commission might have to bring a petition for declaratory judgment in Williams County Common Pleas Court asking what the agreement with the North Western Electric Cooperative Inc. meant.

The Chairman suggested that General Counsel do so.

The General Counsel said further he wanted to raise the point of whether the Commission had to have a release from every easement. He said the only place in the Trust Agreement where certification was discussed was Section 411 which said "When the construction of the turnpike shall have been completed, which fact shall be evidenced to the Trustee by a certificate stating the date of such completion, signed by the Chairman or Vice Chairman and Secretary-Treasurer of the Commission, accompanied by an opinion of Counsel for the Commission stating that the Commission has acquired title or perpetual easement, \*\*\*\*\* the balance in the Construction Fund in excess of the amount, if any, stated in such certificate shall be transferred by the Trustee to the credit of the Special Account hereinafter created in the Sinking Fund and designated Reserve Account."

The General Counsel said he thought that the provision was very possibly placed in the Trust Agreement in order that, if the construction of the turnpike did not cost as much as \$326,000,000, any reserve in the Construction Fund could then be transferred in order to pay interest on outstanding turnpike bonds. He said he would be willing to seek the opinion of the Commission's fiscal counsel whether there was any need for preparation and filing of a certificate of completion or an opinion from General Counsel that all title and necessary easements had been obtained. He said he thought the provision in the Trust Agreement was only in order to transfer balances that were in the construction account.

The Chairman said the provision was also to show a completion in the event one wanted to borrow more money. He said that once a certificate of completion was filed no more money could be borrowed. He said that as far as the construction account was concerned there was nothing in it anyhow but he was of the opinion that the Commission should certify as to the completion of the construction for the benefit of the Trustee and all others because until the certificate of completion was filed there was

the open question of borrowing more money and he did not want to borrow any more money and he did not want anybody else borrowing any more money.

Mr. Chastang said it seemed to him the Commission could issue a certificate signed by the Chairman and the Secretary-Treasurer as to completion and as to use and occupancy and recite that there remained open questions about easement releases which could only be resolved one way, if litigation were required, in favor of the Commission. He said that for all practical purposes construction of the turnpike was completed. He said that by doing so, if the Commission should have to litigate the matter, at least it would know it had the power to pick up the loose ends. He said he thought the certificate could be signed any time.

The Chairman directed General Counsel to ask the opinion of the fiscal counsel, Squire, Sanders & Dempsey.

The General Counsel said further that the Executive Director and he had agreed that Alden E. Stilson & Associates would come in with reference to Williams County and the Cleveland Electric Illuminating Company to use turnpike mileage posts to prove that the Commission paid for easements.

The Chairman said The Cleveland Electric Illuminating Company was not an unsophisticated outfit and he thought Mr. Howley ought to see the wisdom of completing the releases. He said he thought The Cleveland Electric Illuminating representative the General Counsel was dealing with was no doubt a very competent technician but he was not responsible for the policy of the company, and he thought the releases constituted a policy matter.

The Chairman said that in the absence of further questions the report of the General Counsel would be accepted as offered. He ascertained that there would be no report by the Consulting Engineers. He said the report of the Director of Information and Research would be received.

The Director of Information and Research, Mr. Hartshorne, thanked the Commission for appointment as Deputy Executive Director.

The Director of Information and Research reported that a complimentary letter had been received from a Chicago attorney. He read the letter as follows:

"Ohio Turnpike Commission  
Berea, Ohio

"Re: Excellent Service of Passarelli Brothers, Youngstown, Ohio

"I wish to commend the excellent towing and repair service rendered to me on August 23 and 24. My car was disabled by a burned out bearing in the water pump on the evening of August 23 at the Ohio side of the western toll gate of the Pennsylvania Turnpike. Passarelli Brothers' tow truck with an expert and courteous driver responded promptly to a telephone call and on the next day, although it was Sunday, made a prompt repair which enabled me to leave Youngstown shortly after noon. I consider the charge made entirely reasonable and the service excellent.

"Thanking them, I am

"Cordially yours,

Owen Rall"

The Chairman said the report of the Director of Information and Research was accepted as offered.

A resolution ratifying actions of administrative officers was moved for adoption by Mr. Teagarden, seconded by Mr. Chastang, as follows:

RESOLUTION NO. 18-1969

"WHEREAS the executive director, acting deputy executive director, chief engineer, general counsel, assistant general counsel, secretary-treasurer, assistant secretary-treasurer, comptroller, and the director of information and research of the Commission have by various written and oral communications fully advised the members of the Commission with respect to their official actions taken on behalf of the Commission since the Commission's last meeting on July 1, 1969, and the Commission has duly reviewed and considered the same;

"NOW, THEREFORE, BE IT

"RESOLVED that all official actions taken by the aforesaid administrative officers of the Commission on its behalf since the Commission's meeting on July 1, 1969 hereby are ratified, approved and confirmed."

A vote by ayes and nays was taken and all Members present responded to roll call. The vote was as follows:

Ayes: Teagarden, Chastang, Wilson, Shocknessy.

Nays: None.

The Chairman declared the resolution stood adopted with all Members present voting in the affirmative. The resolution was identified as No. 18-1969.

The Executive Director thanked the Commission for giving him a Deputy.

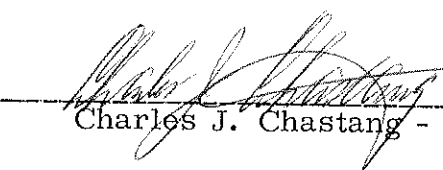
There being no further business to come before the Commission, a motion was made by Mr. Teagarden, seconded by Mr. Chastang, that the meeting adjourn subject to call of the Chairman. A vote by ayes and nays was taken and all Members present responded to roll call. The vote was as follows:

Ayes: Teagarden, Chastang, Wilson, Shocknessy.

Nays: None.

The Chairman declared the meeting adjourned. The time of adjournment was 1:19 P. M.

Approved as a correct transcript of the proceedings  
of the Ohio Turnpike Commission

  
\_\_\_\_\_  
Charles J. Chastang - Secretary-Treasurer