

MINUTES OF THE TWO HUNDRED AND SIXTY-NINTH MEETING

June 5, 1973

Pursuant to bylaws the Ohio Turnpike Commission met in regular session in the conference room of the Ohio Department of Transportation building at 139 East Gay Street in Columbus, Ohio at 11:00 a. m. on June 5, 1973 with the key members of the staff; a representative, Harvey A. Harnden, of the Consulting Engineers; a representative, P. Joseph Sesler, of the Trustee, the Ohio National Bank, members of the press and television 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: Richley, Teagarden, Chastang, Shocknessy.

Absent: Anderson.

The Chairman announced a quorum was present. He said Mr. Anderson had been in the hospital and Mr. Richley confirmed that Mr. Anderson was still in the hospital. The Chairman said the Commission had received a card from Mrs. Anderson acknowledging flowers that had been sent. The Chairman directed the Assistant Secretary-Treasurer, Allan V. Johnson, to advise Mr. Anderson that the Commission had been told that he was improving and the Commission Members were very happy to know that he was making progress and expected to attend the next meeting. The Chairman said he had called on Mr. Anderson at hospital.

A motion was made by Mr. Richley, seconded by Mr. Teagarden, that the minutes for the meeting of April 17, 1973, 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: Richley, Teagarden, Chastang, Shocknessy.

Nays: None.

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

The Chairman reported he had received a letter dated the 28th of May from the General Counsel, the Honorable Lockwood Thompson. He said

Judge Thompson had been the Commission's General Counsel for 17 years and before that he had been a Judge of the Court of Appeals and had had a distinguished career. The Chairman read the letter as follows:

"May 28, 1973

"To Chairman and Members of the
Ohio Turnpike Commission
17 South High Street,
Columbus, Ohio 43215

"Gentlemen:

"I tender herewith my resignation as General Counsel of the Ohio Turnpike Commission, to take effect on June 30, 1973, a time when I shall have completed seventeen years as lawyer for the Commission.

"I am most appreciative of the fact of the Commission's support and confidence over the years. That encouragement, as well as the competent help of the Legal Department and all of the other very agreeable associations I have enjoyed, have caused me to remain far longer than I ever anticipated in June 1956, when I was invited to be General Counsel.

"I should perhaps add that I am resigning, not retiring, because I feel that I may expect in the future, as I have discovered in the past, that each year can be increasingly challenging and I should like to be able to contribute some additional time and thought to community problems and interests which continue to engage my attention.

"Most sincerely,

"Lockwood Thompson"

The Chairman said he offered the resignation to the Commission with personal sentiments of regret which he knew would be shared and were shared by the whole Commission. He said the Commission had been fortunate to have a man of Lockwood Thompson's profundity and community stature with it over the years. He said Judge Thompson's department was sturdy and well able to fulfil the mission which the Judge had laid out in the years of his leadership of the department. The Chairman said the Commission would acknowledge receipt of the letter before the next meeting. He said he did not consider it appropriate for him to acknowledge it, other than to tell Judge Thompson that it had been received, until it had been brought to the attention of the whole Commission. The Chairman offered the General Counsel's resignation and said he would send him an acceptance on behalf of the Commission if that was agreeable with the other Members.

The Director of Transportation, J. Phillip Richley, said that action would be acceptable to him, but that he acceded with a great deal of reluctance.

Mr. Chastang said he had known Judge Thompson for years and that he was a fine gentleman and a scholar.

The Chairman reported further that Judge Thompson had indicated earlier that he would be expecting to leave the Commission on June 30th. He said that Judge Thompson did not know at that time that he and the Commission would be in the midst of some litigation critical to the Commission and to our country. He said Judge Thompson had indicated that he would continue to handle the litigation, which he was not mentioning by name, but which no one in the room was unaware of, until the 30th of June and then if Judge Thompson's successor chose to engage him as special counsel, he had said he would be glad to serve.

Mr. Teagarden said that, when the vacancy was filled, he would appreciate it if the Chairman would give consideration to adding the name of the person who filled the vacancy to the Committees on Employee Relations and Service Plazas on which Judge Thompson had served. The Chairman indicated acquiescence.

The Chairman reported also that during the month of May a new record was set on the Turnpike when 2,040,000 vehicles traversed it. He said revenues for the month were \$3,716,000, or approximately \$243,000 more than for May, 1972, the previous record May. He said another record was set during the month when 400,000 vehicles, 16,000 more than in the previous year, used the road during the five-day Memorial Day period. He said holiday traffic generated \$565,000 in toll revenue. He said the Commission's greatest satisfaction about the Memorial Day holiday, greater even than the revenue received, was the fact that there was not one single fatal accident on the Ohio Turnpike during the five-day period.

The Chairman reported also that the Trustee expected to retire \$1,200,000 worth of bonds before the end of the meeting and the Commission projected for the year of 1973 \$19,000,000 to \$20,000,000 worth of bonds would be retired, assuming conditions remained unchanged. The Chairman said \$171,000,000 worth of bonds of the total of \$326,000,000 had already been retired and the outstanding balance was \$155,000,000. He said, if things remained as they were, by the end of the year the Commission would have retired approximately \$191,000,000 in bonds. He said the outstanding balance then would be between 135 and 140 million dollars regardless of what the eventualities might be during the year. He said the Commission could take great credit and great pride in the fact that over the years it had resisted all efforts to do anything other than pay its debt as promptly and quickly as it could in the event the years might, because of crises of one kind or another, preclude its paying in accordance with its best expectations and requirements. He said the requirements, however, were rather modest because the due date of the bonds was 1992 and, regardless

of almost any eventuality, the Commission was now at least ten years ahead of what might have been expected and the Commission had said over the years that, all things remaining as they were with respect to the economy, the Commission would pay its debt in 1980, to the consternation no doubt of those remaining alive who, in 1949, said that the Turnpike would be an unsuccessful venture. He said the Ohio Turnpike was now a very successful venture. He said he had invited the prophets of doom many times to go back to their caves and there seemed to be no prophets of doom now. He said the Commission had coped with some predators in 1972 and he did not know whether they were in their caves or on their way back, but at least the Commission could take pride in having conducted its affairs in such a way that regardless of eventualities, economic or otherwise, it would pay off long in advance of the required date. He said the state of the Turnpike Commission's finances was of great interest to everybody in the room and that was why he had given such a long introduction for the matter he was going to mention next.

The Chairman reported also about the attempt of Texaco, Inc. to institute rationing of gasoline and Diesel fuel at its service stations on the Ohio Turnpike. He directed that that portion of his report relating to conferences between himself and representatives of Texaco, Inc., on May 24 and May 30 be included in the minutes as transcribed from the tape-recording of the meeting. The transcript follows:

CHAIRMAN: Last Thursday week a few hours before the beginning of the long holiday weekend we were given peremptory notice by telephone from one of our fuel contractors, I might not use the name under ordinary circumstances - the whole world knows who it was, it was Texaco, that effective that very day or the next day a limitation would be placed upon the dispensation of fuel at Texaco stations on the Ohio Turnpike. That was a peremptory notice - six to twelve hours - I wouldn't even fight if they claimed they gave 24 - of a restriction on the dispensation of gasoline on the Ohio Turnpike. That would have left the public coming on the Ohio Turnpike as a captive public uninformed because we wouldn't have had time to put up notices, to advise the toll collectors if we had tolerated that notice.

The Executive Director called me on the telephone and told me and I said, "Well, you advise them for me that we will be at the courthouse within a couple of hours today seeking an order to prevent the imposition of that restriction on this weekend." I think they were a bit dismayed that we didn't just take the notice supinely. Well, they weren't informed about us. They apparently were strangers to Ohio because we don't take arrogance supinely. So, we advised, through the Executive Director, the contractor that we would be willing to talk to them and find out the basis for

their peremptory notice. So, they advised the Executive Director that three men would come to Columbus to see the Chairman of the Commission on Friday, May 25th, the next day, at 11:00 o'clock. They, Mr. James P. Peyton, attorney, Mr. Richard E. Miner, assistant regional manager in charge of retail sales, and Mr. David F. Wheeland, district sales manager, for Texaco, Inc. came and I asked them "Why?" They told me that it had been their corporate determination and they would not advise the basis of their corporate determination as to the need of restrictions. I asked, "Well just tell me where you got 10 and where you get 35, ten gallons for passenger vehicles, 35 for Diesel fuel." They told me, "No." They wouldn't let me know at all. They said that that was their determination. So, I said, "Now do you consider that our contract with you to furnish gasoline, to furnish Diesel fuel 24 hours a day on the Ohio Turnpike at a rental determined upon a percentage of sales would permit you unilaterally to make that determination." So, counsel, Mr. Peyton, said, "I won't answer that question. I will not say that our determination is unilateral," and I said, "It certainly is not bi-lateral," and he said, "Well, I will not say it is unilateral." Well, that is, you know, picking pepper out of sugar and I could say that another way if I had to. But, anyhow, in the course of his conversation he said, "This is our arbitrary (arbitrary was the word) determination." And I said, "You consider that you have the right to arbitrarily determine, independent of your contract." "Yes." "Well," I said, "We have a lawyer standing by at the courthouse in Cleveland right now" - which was about twelve o'clock on Friday, May 25 - "with a petition copy of which I have here - and I will let you read it, which he will present to the Cuyahoga County Common Pleas Court seeking an order to prohibit you from imposing the limitation." Well, they had to go to the telephone so I provided them a room and they went to the telephone and talked to their corporate headquarters, I assume, and after a lot of back and forth they came back into my room in my suite in the Huntington Bldg. and said, "Well, if you will agree not to seek an order today, we will agree not to impose the restriction but we want to have a conference with you next week." I said, "All right, when do you want it?" They said they wanted on Tuesday. Well, I said, "Monday is a holiday and Tuesday is the first day I will have opportunity to assess the impact of your arbitrary determination upon the Ohio Turnpike and all things related to it so I shall meet with you on Wednesday. I shall invite the other Members of our Commission to be present."

So, one of the men said, "Well, Mr. Shocknessy, it would be much more convenient for us if you would see us in Cleveland." I said, "All right we will see you at Berea on Wednesday at 11:00."

The reason I am going into all this is that this is all preliminary and is not in any record and I want it in the record of this Commission. The record of the meeting with them in our conference at Berea is the subject of transcript with which all of you have been provided so I don't have to go into the whole matter in the transcript of the conference. After they left we monitored every station on the Turnpike over the weekend to see if there was any interruption in service and there was none. So, I spoke, then, with every Member of the Commission. I even went up to Riverside Hospital and spoke with Mr. Anderson, a patient there, and told him the occurrences of Thursday and Friday - as to all the other Members, and got authority to proceed as my best judgment would dictate at the conference on Wednesday but their view, independently but unanimously expressed, was that the terms of the contract with Texaco as with any others must be fulfilled. So, I went to Berea on Wednesday, sat in the conference room, just as we are sitting here, and waited for Texaco's representatives to appear. Texaco appeared through the same three representatives, Mr. Peyton, Mr. Miner and Mr. Wheeland, about 11:20 at the door of the conference room and I got up to receive them and thanked them for coming. They looked around and said, "Who are all these people?" And I said, "Visitors, representatives of the whole public." Their counsel said, "Why, we expected to have a private meeting." I said, "The word was never used. You never said anything about a private meeting - you said you wanted a conference so you are having it. We are here. I am here, representing the whole Commission with whom I have spoken."

They said, "We have no authority to talk to you in public." So, I said, "What could you say in private that you can't say in public? For the life of me I don't see why in a matter of such great concern, it should not be discussed openly." I said, "It has always been our purpose to observe the law with respect to meetings of the Commission. We don't have any premeeting conferences, we meet openly. Conferences with contractors, prospective bidders and others, members of our Commission, and members of our staff have been held privately but it has always been my purpose in this business when anything of great concern was to be considered, that the public be invited in."

So, they walked out and said, "May we have a room, we have got to call our principal." So they went to a room which we made available to them some time between 11:20 and 11:30 or 40 and finally after some long while, the counsel came to the door again and said, "Mr. Shocknessy, may I speak to you?" I said, "Surely, right here." He said, "No, I mean, speak to you privately." I

said, "No. I won't talk to you privately." I said, "If you want to come in here, I will talk to you." The whole room was hearing it so he said, "Well, I can't do it." "Well," I said, "I will tell you what I will do. I will get up and speak to you privately with the understanding that I may disclose to everybody what you said to me," and he said, "No, I can't agree to that." I said, "All right, I'll stay here. When you feel like coming in and talking with us, all right." So, finally about 12:40 I gave up on their coming in - I thought maybe they were trying to starve our people to death - so, I got up and went out to the room where they were and said, "Gentlemen, are you going to be able to come in or do you want me to recess until afternoon?" They said, "We can't answer you now." I said, "All right, what about recessing?" They said, "All right, recess for an hour." "Well," I said, "We are out in the country here, it will take a little bit longer for all these people to find a place to go to eat so we will meet back in the room for our conference with you at two o'clock."

So, we were all back in the room at two minutes before 2:00 and they were not there. Judge Thompson was on my left and I said, "Judge Thompson, will you please go out and tell counsel that in exactly two minutes I am going to convene this conference and make a statement." So he went out and advised them and in exactly two minutes they were back in.

Now, I don't need to discuss the incidents of the conference. The conference is the subject of a transcript which is in the folders of every Member of the Commission and is available to everybody in the room. I found myself shocked by the reluctance of Texaco to meet with the world and state its position. I said that I thought in these challenging times when the public's confidence in government has been shaken that it was up to us to do what we could to undergird public confidence by letting the public know what we were doing. We, meaning we the Commission and we of the industry. I detected, I thought in their reluctance to appear in public the musty odor of putrifying Watergate secrecy. There was that odor pervading the whole atmosphere which those gentlemen created - a musty odor which, I told them, could only be dispelled by open discussion, by telling not merely the Ohio Turnpike Commission but the public the basis for this crisis, "so-called." It's going to be "so-called" as far as I am concerned until somebody delineates what makes it I said to those gentlemen, "I think the only way you could dispel the suspicion of this 'so-called' crisis is by having the President of the United States advise the basis of the 'so-called' energy crisis and, if it exists, so declare it as an emergency and in that event the Ohio Turnpike Commission would not be about to challenge his

determination by relying upon its constitutional guarantee against the abridgement of contract." I said, "The Dartmouth College case is still good law." I said, also, that I didn't see that it was asking the President too much to declare precisely the conditions of the "so-called" energy crisis which could not be dealt with by sporadic action across the country. You know, with all due respect to those who would hope to alleviate it by reducing the speed limit of which the (Ohio Transportation) Director over here has said was like putting a band aid on a concussion - what we need is a determination from on top which nobody, no American, will challenge, that there is an energy crisis, that it is an emergency and then we wouldn't challenge whether or not it was a violation of the provisions of contract. I don't think it is asking the President too much for him to be asked to do so. I read in the newspapers last night that the Governors of the fifty states assembled have said practically the same thing. That, at least, their executive committee did, and I think our Governor is a member of that executive committee, isn't he, Mr. Richley?

RICHLEY: Yes, sir.

CHAIRMAN: I read in the newspapers last night that the executive committee of the Governors' Conference had asked that the President make a declaration as to whether or not there is an emergency, I have had calls from all over the United States since the conference in Berea, which was reported on a national television show, indicating that the public is not convinced of the validity of the crisis. And certainly the public isn't going to take it if it is declared only by the industry. The crisis has to be delineated by someone other than the industry. We squandered wantonly billions and billions and billions of gallons of fuel on the needlessly and uselessly prolonged war in Viet Nam and now we tell our people by fiat of an industry that their travel, and not merely their travel, but the commerce of this nation will be restricted.

I don't know that I want to say anything else. Everything else is in the transcript. I did say also - you know I make these notes here and there on pieces of scraps with my crayon and then I go back and check and see if I have mentioned everything I wanted to mention - that if Texaco or any other contractor can reduce the amount of gasoline dispensed, upon which its rent is based, to ten gallons, then it could reduce it to a teaspoon and wipe out the rent. And I don't think any court believes that. I think that is reducing it to the ultimate absurdity and that is why I say that it takes a higher authority - and that is the highest authority between here and God - to make the determination. Then we won't have to rely upon the

Supreme Court's long time respect and worship of the obligation of contract which since the Dartmouth College case has been revered and protected against impairment of obligation. I had a note on here that I was going to mention - you know I am a little bit gun shy of things that come from the oil industry anyhow, because the Turnpike legislation itself was opposed violently - I mentioned at this table, but you (Director Richley) were a boy at the time, by a man from Youngstown representing the oil industry named Jack Marsh. Then the asphalt interests gave us awful trouble and I had to be declared honest by the Supreme Court of Ohio in order to proceed with the construction of the Turnpike from Portland Cement even though we knew at that time that the best highway would be a highway constructed of cement which we would use for 15 years and then cover with asphalt which is what we have done now. We have now covered 200 miles of the Ohio Turnpike's cement surface with asphalt. And then only recently, last year, a guy from the oil industry whom I won't characterize led a movement to take us over which the people of the state rose up in violence against. I don't think of anything else I need say. I have told my story. The only thing I didn't mention was that before I went to Berea I not only cleared with every Member of this Commission, but I also cleared with the Governor of Ohio through his principal assistant. The Governor was away at the time, had to be in Washington and then at the Governors' Conference in Nevada so I talked to his assistant, Jack Hansan, asked him to communicate with the Governor and let him know what we expected to do in Berea and he later advised that he had talked with the Governor and the Governor approved.

Now, I hope gentlemen, that what I have done and said is respected and approved by the Commission in this meeting. I can say also Judge Thompson told me that he had been called by General Counsel of several toll road authorities approving and applauding and asking for copies of the petition that we filed and of the order issued by Judge Adrian Fink in Cuyahoga County. Now, that order from Judge Fink continues until a hearing, and as far as I know the hearing is tentatively set - I don't know of anything to the contrary - for Thursday at 1:30 this week.

COLE: Still Thursday at 1:30.

CHAIRMAN: I know from the Governor's assistant that the same problem is likely to arise in the state and that is why I can see what the Governor would be feeling in his speaking in the executive committee of the Governors' Conference when he indicated that the determination should be made finally by an executive order establishing the emer-

gency and, I can add, the procedures under it, because it isn't merely the 50, or 60 or 70 mile speed limit that we are dealing with, but the dispensation and allocation of fuel to all users - airplanes, trucks, everybody. Cutting passengers from 70 to 60, I think, is just about what Mr. Richley said or even less.

Gentlemen, I have nothing further to say. I am sorry to take so much time but I thought the matter deserved all the time that would be required to give you a full report of the incidents that are not in the transcript of the conference at Berea.

Mr. Hartshorne and Mr. Harding, have you provided the press with copies of the transcripts?

HARDING: Yes, sir.

CHAIRMAN: All right. That is all I have to say, gentlemen.

CHASTANG: Mr. Chairman, I want to compliment you upon the efficient manner which you usually follow in meeting a crisis. Apparently you have done a very successful job and I feel quite confident that on Thursday we will see either a permanent or a continuation of the present order.

CHAIRMAN: Certainly, the story in Ohio is not the whole story but Judge Fink by doing what he has done has given a symbol to the rest of the country.

TEAGARDEN: Mr. Chairman, I would like to have the record show that I concur and approve the actions that the Chairman has taken on behalf of the Commission in connection with the Texaco matter. As I had advised you previous to the meeting, however, I had confidence that whatever you did would be for the best interest of not only the public but the people of the State of Ohio and I want to have the record show that I again give my approval to the action that you have taken and what has been done.

CHAIRMAN: Thank you.

CHASTANG: Put my concurrence in that will you, in the record. Because you did speak to me prior to the time you went to the meeting and to all the other Members.

CHAIRMAN: I not only did that but I asked you to come and you (Mr. Chastang) had commitments, and you (Mr. Teagarden) had commitments, and you (Mr. Richley) had commitments so I went as your boy.

RICHLEY: And you brought home the bacon. Let me add, also, Mr. Chairman, our sincere thanks for a job well done and acting on behalf of the public of the State of Ohio and on behalf of the Commission, exactly what any of us would have expected you to do and you did it with our full blessing and prior knowledge and concurrence. What I did say, though, really, was that it was like treating a fractured skull with a band aid. Concussion and fractured skull are slightly different.

CHAIRMAN: I'll accept the amendment, Phil.

RICHLEY: I happen to believe that and I happen to believe everything you said including the fact that the "so-called" energy crisis is probably a hoax and conceived by the petroleum industry and fostered and encouraged by some "benign neglect" from the Federal Government.

CHAIRMAN: Yes.

Mr. Richley said further that it was a situation that had been allowed to continue for the benefit of those who would profit by it without any restraint by the Federal Government and without any semblance of controls or guidance or direction. He said the Department of Transportation had a similar crisis as a result of an order the Department had received from the Standard Oil Company of Ohio. He said the Department had received a telephone call from Sohio that the Department of Transportation would receive 25% less fuel than the contract called for during part of May and all of June. He said the cut was announced effective at the time of the telephone call which had been about a week before the meeting. Mr. Richley said his Department asked immediately if it could have the information in writing and some explanation as to why it was necessary, inasmuch as the Department believed it had a contract with Standard Oil of Ohio as a result of competitive bidding and felt, as a public agency and a State agency, that the contract should be lived up to. He said the Department requested a written explanation on May 30 but what it really received was a transmittal of a news release that had been made by Standard Oil Company several days earlier. He said he therefore suspected that the news release, made through the media, was the notice to the Department that its contract was to be abridged and it would not be served under the terms of the contract. He said the Department objected in writing and notified the company that its conditions were not acceptable and that the Department expected full compliance with the conditions of the contract through June 30. He said the Department of Transportation immediately exercised its option to pick up all of the month of July at the prices and quantities outlined in the contract and the Department fully expected the company to comply. He said by coincidence bids were opened June 1st for the second half of 1973 and prices averaged about 3¢ higher than they were in the first half of 1973. He said the prices showed the profit incentive and the profit motivation were intertwined in the situation. He said

the 30-day extension which the Department picked up for the month of July would have cost the taxpayers \$21,500 if the option had not been exercised and if the Department had not insisted on compliance with the contract. Mr. Richley said the Department had not received word from the oil company as a result of the Department's telegrams which went out on June 1st and he suspected that if the Department did not receive some kind of word by the end of the day the Department probably would have to take legal action similar to that taken by the Ohio Turnpike Commission to restrain the company from reducing its supplies to the Department in June and requiring the company to permit the Department to pick up the option for June. He said the Department was very disappointed not only because of the method by which it was notified through the media, but because the Department bought 12,000,000 gallons of gasoline a year. He said the Department was especially disappointed that it was not given more consideration because, as a public agency, it should have some degree of priority over recreational users. He said the Department was ready to file whatever legal action was necessary to see to it that its contract was not abridged in any way, shape or manner.

Mr. Chastang asked if there were indications in the bids received that there was connivance by the oil companies. Mr. Richley said he would have no way to tell because his department had received bids on only 63 of the 88 counties. He said one company informed the Department that it could not bid because it had received no guidelines from the Federal Government. He said he had inquired as to why one could not bid and another could bid and had not received a satisfactory answer. He said he had no evidence of connivance and he would not want to suggest that there was connivance, except the companies were certainly putting on a very excellent display of sword-rattling across the nation and doing a good job of alarming the public in an area in which there was a total lack of leadership.

The Chairman said that was right and they were doing so at a time when the public confidence was so shaken. He said he had told the Texaco representatives at the Berea conference that there was such a thing as accountability in corporate bureaucracy just as there was in government but the companies did not recognize that fact. He said the oil industry had not recognized that it had a corporate accountability and that was why they did not even want to speak in public. He said he had read in the Wall Street Journal, that even in the face of an order by a court of competent jurisdiction in Cuyahoga County, Texaco was going to impose a limitation in Ohio. He said that was just arrogance. Mr. Chastang said the oil companies were not arrogant on the Ohio Turnpike and Judge Fink would put their officers in jail if they limited sales. Mr. Richley said the companies acted as though they were beyond the law. The Chairman agreed and said the companies acted as though their corporate bureaucracy was without accountability and that was not the way the world operated today. Mr. Chastang said that he had known Judge Fink for years and he felt the judge would

insist upon his order being obeyed. Mr. Richley said that he hoped it was not a Machiavellian scheme that was being perpetrated to achieve ulterior goals. He said the goals were obviously profit incentive and better investment opportunities for off-shore drilling and better investment opportunities for the construction of new refining facilities. He said no new building of refining facilities had been started for the last three years and if the companies were to start the next day they could not produce fuel for another two years. He said the public obviously was going to be the victim of the economic struggle and there was not a great deal the public could do about it, at least without leadership from home plate. He said the public was not getting leadership nor was it getting any advice or direction or guidelines. He said he had been told just the other day at a luncheon with the Director of Transportation of the United States that the shortage really was not all that bad and that if the airlines rescheduled flights in such a manner that the planes would take 10 minutes longer between origin and destination and if speed limits were reduced the nation could probably save the 2 or 3% shortage that was said to exist.

The Chairman said that was the first time he had heard airlines mentioned. He said he had mentioned it to Mr. Richley that morning because the palliative that was being talked about was nothing more than a palliative. Mr. Richley said such solutions as he outlined were liquified solutions.

Mr. Richley said there was another switch. He said he had noticed in the newspaper accounts of the Conference Committee's report to Congress, on the 1973 Highway Bill, Senator Jennings Randolph from West Virginia and others had suggested that, unless there were a cut-back of 10% usage in fuel or reduction of 10 miles per hour in the speed limit on Interstate highways, Federal funds for development of highways might be withdrawn. He said that was left-handed blackmail. He said he would suggest that such states be given a 10% bonus the way the billboard bonus was arranged and some states might voluntarily reduce the speed limit.

The Chairman said the fallacy was that the 10 gallon limit was just as fallacious as Mr. Richley indicated. He said the men from Texaco, when they were in his office on Friday, May 25, told him that they had already imposed the limitation on all their stations throughout the United States. He said that on Saturday he went to a Texaco station in Columbus and bought 20 gallons of gasoline and when the conference was held on Wednesday, May 30, he had the invoice to show that he had bought it. He said he asked the Texaco representative if he had told him that the limitation had already been imposed across the country and he had said yes. The Chairman said he showed him the invoice and told him he bought 20 gallons of gasoline on Saturday. He said, assuming Texaco had tried to control the dispensation of gasoline, it would not work. He said such a limitation would only work when it came from an authority that could make it work and the industry was not the authority to make it work.

In the absence of further questions, the Chairman said the report of the Chairman was accepted as offered. He said the report of the Secretary-Treasurer would be received.

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

1. Expense and Budget Report - First Quarter 1973.
2. Detail of investment transactions which took place in April and May 1973.
3. Traffic and Revenue Report for April 1973.
4. Financial Statements as of April 30, 1973.
5. Draft of the minutes of the April 17, 1973 meeting.

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

The chairman of the Committee on Budget and Finance, Mr. Chastang, reported that the report of April 30, 1973 indicated that the Commission was operating within its budget.

The Chairman said the report of the Committee on Budget and Finance was accepted as offered. He ascertained there would be no report from the Committee on Service Plazas or from the Committee on Employee Relations. He said the report of the Director of Transportation would be received.

The Director of Transportation said he had no report except that he would like to distribute to the Members of the Commission and to the Executive Director copies of the Department of Transportation's official position on transportation funding. (He did so.)

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

The chairman of the Committee on Safety, Mr. Johnson, reported that the Turnpike had received recognition of two safety items in its program. One of them was a mention of the Turnpike's stand on the banning of 14-foot wide mobile homes, a step the Commission took on April 1, 1971, and the Toledo Blade had mentioned it again in an editorial on May 18, 1973. He said there

was another editorial in the Blade of Toledo on May 31 which commented on the Turnpike Commission's safety upgrading program and mentioned the replacement of guardrail and installation of breakaway sign posts. He said that it was hoped that the breakaway sign post program would be completed by the end of the year.

Mr. Johnson reported also that there were two deaths on the Turnpike during May. He said that despite that and despite record traffic on the Turnpike for the first five months of the year that there had been one fewer fatality than in the corresponding period in 1972.

The Chairman said it was in periods of greatest stress that people were alert and did better. He said the holiday weekend, which was a record weekend, had been without a fatal accident.

Mr. Johnson said that one of those killed was a pedestrian, a young boy who tried to cross the Turnpike. He said the boy, who was mentally retarded, had climbed over the fence and ran across the road, or that someone led him across, and that the boy ran into the side of a truck.

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, Mr. Johnson, reported that the complete design of the toll audit system had been submitted on June 1 as required in the contract. He said it was a very voluminous submission and the staff had 15 days to review it after June 1 and comment on any aspect of it and he was confident that the comments would be prepared in time and the entire project was moving successfully.

The Executive Director reported also that the Commission's suit to require removal of five billboards adjoining the Turnpike at Exit 8 in Elyria, Lorain County, came on for hearing before the Lorain County Common Pleas Court on May 7. He said the action was taken under the covenant entered into at the time of the purchase of the right of way. He said the court, Judge Leroy F. Kelly, upheld the covenant and ordered the signs removed. He said that the signs had not yet been removed and that the Commission had been told that the work had been held up by wet weather. He said that if no action were taken during the week the Commission would go to court again. He said the Commission had been successful in achieving voluntary removal of other signs which violated the covenant and was working to grant permits for certain types of identification signs.

The Executive Director reported also that all mainline resurfacing projects were in the final stages and that 33.4 miles of mainline were being resurfaced of which 29.2 miles of westbound lanes and 23.7 miles of eastbound

lanes were already completed. He said other work, including guardrail replacement, was nearly complete and it was expected that all work would be finished before the July 4th holiday.

The Chairman said one of the Texaco representatives at the May 25 conference in his office had complimented the Commission because it was one of the few highways in the whole United States that was fully open on weekends and holidays and always closed down any construction work at those times.

The Executive Director reported also that the work on the addition to the Administration Building was proceeding rapidly and that the contractor was at the roof level and was installing the roof. The Chairman said he had seen the building on May 30 and it blended in very well with the earlier building which had been built nearly 20 years before. He said with a little cleaning it would all look the same.

The Executive Director reported also that work on four pairs of service plazas and two interchanges, which was being done by the Commission's own forces, was proceeding normally.

The Executive Director reported also that the study of Turnpike facilities being conducted by the Consulting Engineers was progressing well. He said most of the data needed had been collected and that most of it had been obtained through the Department of Transportation. He said more information was to be received from Charles H. Groves of the Department of Transportation. He said as soon as that was received and entered a review would be made to determine the completion date of the study, a review which was provided for in the contract. He said that the review would be made to see if the study could be completed earlier than was originally hoped.

The Chairman said the Commission wanted to extend its congratulations to Roland A. Nessler, who had been named Director of Public Works. He said Mr. Nessler had worked with the Interstate Coordinators' Conference when he was in the Highway Department. The Chairman determined that the Commission was agreeable to sending a letter of congratulations and directed the Assistant Secretary-Treasurer to write him such a letter mentioning the work of I-71 and the Interstate Coordinators' Conference of which his work at least was an Ohio Turnpike Commission venture.

The Executive Director reported further that, as part of the facility study, a study was being made of the situation at Exit 7, the Sandusky-Norwalk Interchange. He said a preliminary draft of the Exit 7 study had been received, was being reviewed, and required additional observation of the area during the summer before the study could be completed. The Chairman inquired of Mr. Richley whether the Department of Transportation could do anything about the situation in that area. Mr. Richley said the Department was doing all the

Department could do, which was not very much because a long range solution would take two or three or four years. Mr. Richley said the immediate items of work were those that the City of Sandusky bore the responsibility for and all the Department could do was persuade the City of Sandusky and try to hurry, assist and guide the City. The Chairman said that someone had proposed that Cedar Point Amusement Land move its toll gates farther north on the Amusement Land's private road. Mr. Richley said his Department had suggested that on three different occasions. The Chairman said the public often thought the Turnpike was blocked and the Turnpike was not blocked at all. He said the Turnpike could discharge its traffic but after the traffic was discharged from the Turnpike it had nowhere to go.

The Executive Director said everything was being done to manage the situation at the interchange, and it was being observed very carefully, especially because of the study. He said it had been anticipated the last Memorial Day weekend would be a really bad crunch but it did not turn out to be as bad as it might have been because the weather was inclement. The Chairman said he would like the record to show that the Commission was not unmindful, nor was the Director of Transportation as Director of Transportation and as a Member of the Commission unmindful, of the situation but that situation had not been created by the Commission nor was it even foreseeable.

Mr. Richley said that those persons who had the responsibility of planning traffic facilities in that part of the state at the time they were planned bore the responsibility. He said that neither Cedar Point, King's Island, nor the Geauga Lake-Sea World complex were born yesterday. He said his Department was working on all those problems but it took time to solve them. He said that was what he kept referring to in terms of the economic growth along the Turnpike and why he thought the facilities report was so important to the Commission.

The Executive Director reported also that the bridge inspection conducted by the Consulting Engineers was being carried out for the first time in conformance with the federal and state bridge inspection standards. He said it was the first time those standards were used because the State of Ohio and the federal government had come to an understanding as to the details of the new standards only recently. He said the preparation of inventories was quite a complicated matter when it was done for the first time and he was happy to say it was proceeding quite well. He said it was expected that all field work would be completed in the week of June 11 and that the target date for having the work finished was September 1.

The Executive Director reported also that the Commission at its February meeting had requested a review of the bylaws and asked for recommendations. He said the recommendations had been prepared and sent to Members of the Commission and that the recommendations essentially updated the bylaws to

reflect current expectations by eliminating unused or unneeded sections or eliminating sections more appropriately covered by the Commission's Employee Manual. He said other language had been revised to eliminate inconsistencies and language had been added where it was necessary.

The Chairman said that, since the proposed bylaws had been sent to the Members, he had discussed a change in them with the Executive Director and with other Members of the Commission and that he did not want them adopted without making certain that the change had been made. He said the General Counsel should be subordinate to the Executive Director for administrative purposes only, but not for professional purposes, and he wanted that stated in the bylaws.

The Executive Director said the form he presented in which the bylaws were sent to the Members indicated just where the changes were, and when the bylaws were in final form the only material in them was what the Commission had agreed upon. He said the clause the Chairman referred to appeared on page 17 of the bylaws which were before the Members and was under section 7.40. The Executive Director said the phrase to be added was "in administrative matters but not in professional matters".

Mr. Chastang said he had read the report dated June 1, 1973 on the new bylaws and that he on his part accepted the suggested amendment and if the Commission was ready for the motion, he would make it. The Chairman assured himself that the bylaws reflected the views of the General Counsel's office.

A resolution adopting revised code of bylaws was moved for adoption by Mr. Chastang, seconded by Mr. Richley, as follows:

RESOLUTION NO. 10-1973

"WHEREAS the Commission has heretofore by Resolution No. 56-1955 adopted a code of bylaws and has on 15 occasions since that time amended said code of bylaws;

"WHEREAS the Commission has determined that said code of bylaws as amended does not adequately express the allocation of authority and responsibility that the Commission presently considers to be most desirable for its operations; and

"WHEREAS there is before this meeting a draft of the code of bylaws which for the aforesaid reason the Commission desires to adopt in lieu of and in substitution for the code of bylaws originally adopted by said Resolution No. 56-1955;

"NOW, THEREFORE, BE IT

"RESOLVED that the Commission hereby adopts the code of bylaws entitled "Ohio Turnpike Commission, Code of Bylaws", which is hereto attached and made a part hereof, the same to be effective July 1, 1973;

"FURTHER RESOLVED that the code of bylaws adopted September 15, 1955 by Resolution No. 56-1955, and amended by the resolutions hereinafter listed be, and the same hereby is, rescinded, effective July 1, 1973;

"FURTHER RESOLVED that effective July 1, 1973 the following numbered resolutions be, and hereby they are, rescinded;

9-1956	61-1956	13-1971
15-1956	4-1959	14-1971
20-1956	3-1962	18-1971
23-1956	26-1965	
25-1956	9-1968	
28-1956	29-1968	
35-1956	38-1970	
42-1956	39-1970	

and

"FURTHER RESOLVED that no grant of authority heretofore made by the Commission to any officer or employee of the Commission by any resolution which is not hereby rescinded shall be in any wise impaired by the adoption of the aforesaid code of bylaws, unless and except to the extent that any such previous grant is inconsistent with said code of bylaws."

Revised 7-1-73

OHIO TURNPIKE COMMISSION

Code of Bylaws

ARTICLE I

Officers; Appointment, Duties, etc.

Sec. 1.00 Officers. As provided by law, the officers of the Ohio Turnpike Commission (hereinafter called the "commission") shall include a chairman, a vice chairman and a secretary-treasurer. Each of said officers shall be elected at the first meeting of the commission which is held after the 30th day of June in each odd-numbered year, and shall serve until his successor is elected and qualified as required by law.

There shall also be an assistant secretary-treasurer who shall be appointed by the secretary-treasurer with the assent of the commission, and shall serve at his pleasure.

Any of the aforesaid officers, who was a member or employee of the commission when elected or appointed to office, shall cease to hold such office when and if he shall cease to be such member or employee.

Sec. 1.10 Any officer may resign by giving written notice to the chairman and secretary-treasurer, wherein he shall state when his resignation shall be effective. Any officer may be removed by vote of the commission if he shall become physically or mentally incapacitated from performing his duties as such officer. All vacancies except vacancies in the office of the assistant secretary-treasurer shall be filled by election by the commission.

Sec. 2.00 Chairman. The chairman shall be one of the appointed members of the commission. He shall preside at all meetings of the commission, and shall be the chief executive officer of the commission. He shall perform all the duties commonly incident to the position of presiding officer or a board or commission, and all the duties commonly incident to the position of chief executive officer of a board, commission, or business organization. He shall have authority (without impairment of any authority specifically granted by the commission to other persons) to sign all contracts, releases, and other instruments and documents to be executed on behalf of the commission. He shall from time to time appoint committees to advise the commission and its staff, such committees shall include a committee on employee relations, a committee on service plazas, a committee on budget and finance, and a committee on safety, as well as such other committees as the chairman shall determine; members of such committees shall cease to be members at such time as they shall cease to be members or employees of the commission. He shall perform such other duties and have such other authority as the commission may from time to time provide.

Sec. 3.00 Vice Chairman. The vice chairman shall be one of the appointed members of the commission. He shall perform the duties and have the authority of the chairman during the absence or disability of the chairman, and shall preside at meetings of the commission when and while the chairman shall vacate the chair. He shall perform such other duties and have such other authority as the commission may from time to time provide.

Sec. 4.00 Secretary-Treasurer. The secretary-treasurer may, but need not, be a member of the commission. If he be a member of the commission, he shall receive no compensation for his services other than as a member of the commission. If he is not a member of the commission, he shall receive such compensation as the commission may provide. Before entering upon his duties, he shall give a surety bond to the state of Ohio in the penal sum of \$50,000, such bond to be conditioned upon the faithful performance of the duties of the office, to

be executed by a surety company authorized to transact business in the state of Ohio as surety, and to be approved by the governor and filed in the offices of the secretary of state.

Sec. 4.10 The secretary-treasurer shall be present at meetings of the commission and keep accurate records, in books provided for the purpose, of the proceedings had at such meetings. He shall have all such authority and perform all such duties as are provided by law and in any trust agreement or other contract entered into by the commission.

Sec. 4.20 The secretary-treasurer shall have the care and custody of the funds of the commission. He shall have the custody of the official seal of the commission. He may, on behalf of the commission, endorse for deposit or collection all checks, notes, and other instruments and orders for the payment of money to the commission or to its order, and may accept drafts on its behalf. He shall cause to be kept accurate books of account of all official transactions of the commission. He shall have authority (without impairment of any authority specifically granted by the commission to other persons) to sign, on its behalf, all receipts and vouchers for payments made to the commission and all checks, drafts, requisitions, notes, and other orders and obligations of the commission for the payment of money by the commission.

Sec. 4.30 The secretary-treasurer shall have such other authority and perform such other duties as are commonly incident to the office of secretary and the office of treasurer of a board, commission, or business organization. He shall be deemed to have discharged any of his responsibilities under these bylaws if he shall have caused the same to be discharged by the assistant secretary-treasurer, except in any cases in which, under the law, only the secretary-treasurer may discharge them.

Sec. 5.00 Assistant Secretary-Treasurer. The assistant secretary-treasurer may, but need not, be a member of the commission. If he be a member of the commission, he shall receive no compensation for his services other than as a member of the commission. If he be not a member of the commission, he shall receive such compensation as the commission may provide. Before entering upon his duties, he shall file with the commission a surety bond to the state of Ohio and the commission in the penal sum of \$50,000; such bond to be conditioned upon the faithful performance of the duties of the office, to be executed by a surety company authorized to transact business in the state of Ohio as surety, and to be approved by general counsel.

Sec. 5.10 The assistant secretary-treasurer may perform any and all of the duties, and have the authority, of the secretary-treasurer, except only such authority and duties as only the secretary-treasurer, under the law, may have and perform, respectively. He shall discharge any and all of the responsibilities of the secretary-treasurer, subject to the exception aforesaid, the discharge of which the secretary-treasurer shall require of him. He shall have custody of the

commission's counterparts of those contract documents which have been or shall be referred to him for safekeeping by the secretary-treasurer or the executive director; provided that if the office of the assistant secretary-treasurer shall be vacant or he shall be absent, such documents, unless in the actual possession of the secretary-treasurer, shall be in the custody of the executive director.

ARTICLE II

Meetings of Commission

Sec. 1.00 Quorum. As provided by law, three members of the commission shall constitute a quorum, and the affirmative vote of three members shall be necessary for any action taken by the commission.

Sec. 2.00 Place. All regular meetings of the commission shall be held at its office in the administration building on the Ohio Turnpike, or at such other place as may from time to time be designated by the commission at a preceding meeting or be designated by its chairman by mailing or delivering written notice, or by causing the same to be mailed or delivered, to the other members of the commission at least forty-eight hours before the regularly scheduled time for such regular meetings. The place where each special meeting shall be held shall be designated in the call thereof.

Sec. 3.00 Regular Meetings. Regular meetings of the commission shall be held at 11:00 A. M., eastern standard time, which shall mean daylight saving time as provided for in public law 89-387 from the last Sunday of April to the last Sunday of October, on the first Tuesday of each month; provided that in any case in which it appears to the chairman to be inexpedient that any regular meeting be held as hereinabove set forth, the chairman is authorized to postpone or advance such meeting until such date and time as appear to him to be expedient or to cancel the same by mailing or delivering written notice of such postponement or advancement or cancellation, or causing the same to be mailed or delivered, to the other members of the commission at least forty-eight hours before the regularly scheduled time for such meeting. In the event any such meeting is so postponed or advanced, the chairman shall give, or cause to be given, to the other members of the commission like notice of the hour and date to which such regular monthly meeting is postponed or advanced.

Sec. 4.00 Special Meetings. Special meetings may be held at any time upon the call of the chairman. He shall give notice, or cause the same to be given to the other members of the commission of the date, hour, and place of such meeting. Such notice may be given in writing, or by telegram, or orally, and shall if possible be given to each member sufficiently in advance of the hour fixed for the meeting that he will have time to travel to the place of meeting, and

twenty-four hours besides; except that if all the members of the commission are together at one place, an oral call may issue and a special meeting may be convened immediately and without any lapse of time after such call. The chairman may cancel any special meeting in the manner provided by Sec. 3.00 hereof for the cancellation of regular meetings.

Sec. 5.00 Minutes and Journal. The minutes of all meetings shall be recorded in special books to be kept for that purpose. With respect to each meeting, there shall be shown the date and place at which it was held, the names of the members present, a summary of things said and done, and a record of each vote taken. Resolutions adopted shall be identified, and may be set forth in full. There shall be maintained a separate journal in which shall be set forth in full text each resolution adopted by the commission, together with identification of each resolution by a number, and a record of the vote upon its adoption. As provided by law, said journal shall be open to the inspection of the public at all reasonable times.

ARTICLE III

Official Seal

Sec. 1.00 The official seal of the commission shall consist of the embossed impression of a circular, metallic disc, containing in the outer rim the words "OHIO TURNPIKE COMMISSION" and "SEAL -- 1949"; containing between the circumferences of two small concentric circles, to be located at the upper portion of the space within the outer rim, the additional words "TOLL ROAD"; containing also within said outer rim an outline of the shape of the state of Ohio within which shall be depicted a duplex highway on a bridge over a stream and outlines of the leaves and of the fruit of the buckeye tree; and containing within the smaller of the aforesaid concentric circles a representation of a nineteenth-century toll house and toll gate and a wagon road.

ARTICLE IV

Offices, Office Hours and Hours of Work

Sec. 1.00 Principal Office. The commission's principal office shall be within the limits of Cuyahoga County, Ohio.

Sec. 2.00 Other Offices. The commission may maintain other offices as its business may require, and as it shall see fit.

Sec. 3.00 Office Hours. Unless and except as the commission shall otherwise specifically direct, its principal office shall be open from 8:30 A. M. to 5:00 P. M. on all days except Saturdays, Sundays, and holidays. Other offices shall be open during such hours as the commission shall direct, or, in the absence of direction by the commission, as the executive director shall direct.

Sec. 4.00 Hours of Work. Except as may be otherwise provided in an employee's contract of employment, or in the employee manual, the normal average workweek of employees shall be of forty hours' duration, exclusive of lunch periods. Department heads and professional employees shall devote such time to their work as is necessary adequately to discharge their responsibilities. Employees performing their services at the commission's principal office (other than employees whose services are employed in connection with the maintenance of traffic on the days observed as holidays as provided in the employee manual, custodians and janitors) shall not be required to work on days on which the office is closed, as above in Sec. 3.00 provided. Every employee shall be permitted to take time off for voting in public elections, to the extent reasonably necessary in each case under the circumstances thereof. The pay of employees shall not be reduced on account thereof.

ARTICLE V

Staff; Administrative Officers and Departments

Sec. 1.00 Staff, Generally. The commission's staff shall include an executive director, a deputy executive director and administrative assistant to the executive director, and shall also include and be divided into the following departments, headed by the following officers:

<u>Department</u>	<u>Head</u>
Accounting and Auditing Department	Comptroller
Administrative Services Department	Director of Administrative Services
Construction, Engineering and Maintenance Department	Chief Engineer
Information and Research Department	Director of Information and Research
Legal Department	General Counsel
Operations Department	Director of Operations

Sec. 1.10 The executive director, the departments, and department heads and their subordinates shall have the functions, duties, and authority set forth below in this Article V and in any contracts and resolutions of the commission.

Sec. 2.00 Executive Director. Subject to legislation and directives of the commission, the executive director shall have general control of, and be responsible for, the construction, operation, maintenance and improvement of projects undertaken by the commission, and shall have supervisory control over all employees of the commission.

Sec. 2.10 Authority of Executive Director. The executive director, acting for and on behalf of the commission, shall have authority as follows:

- (1) From time to time to contract for the employment of advisors, consultants, experts, investigators, and others to advise or assist him or the commission with respect to engineering, valuation, insurance, patron services, or other matters pertaining to the construction, maintenance or operation of any turnpike project, or improvement thereof, and from time to time enter into or terminate contracts of employment of staff members, department heads and all other employees of the commission as such personnel is described in Sec. 1.00 and Sec. 2.00 hereof;
- (2) From time to time to contract with testing laboratories for the sampling and testing of materials to be used in the construction or maintenance of any turnpike project, or improvement thereof, provided that each such contract shall be subject to the approval of general counsel and the commission's consulting engineer;
- (3) From time to time to enter into contracts for the rendition of services to turnpike patrons whose vehicles have become disabled on any turnpike project; for the rendition of ambulance services to turnpike patrons and such others as may be in need of such services on any turnpike project; and for the obtaining of fire-protection services on any turnpike project; provided any such contract or contracts shall be subject to the approval of general counsel;
- (4) To purchase, from time to time, from such insurance company or companies authorized to write insurance in the state of Ohio (or, with respect to hospitalization insurance or service, from such insurance company or companies or such hospital-service association or associations as are authorized to contract to provide such service), as are acceptable to him, all insurance

of every kind and character (1) which the commission is required by any contract to carry or to pay for, or (2) which, in his judgment, is required for the direct or indirect benefit of the commission and for the protection of its interests; manage, control, and supervise all such insurance, and do in relation to it, on behalf of the commission, any and all things which he deems it necessary or desirable to do, including, but in no wise limited to, the exercise of rights and options, the making, waiving, and settling of claims, the furnishing or causing to be furnished of information or reports related to any such insurance, and the cancellation of policies;

- (5) To settle claims against the commission for damages caused by the making of surveys, soundings, drillings, and examinations in connection with any turnpike project, or improvement thereof, for damages caused by the construction, operation, or maintenance of any such project, or improvement thereof, and for damages to crops caused by the acquisition of lands prior to opportunity of landowners to harvest and remove them in any instance in which the amount to be paid in settlement of the claim for such damages does not exceed \$5,000; provided that no such settlement shall be made until it shall have been approved by general counsel, and also by the consulting engineer to the commission.
- (6) To enter into agreements with owners of land or interest therein which are to be acquired in connection with the construction of any turnpike project, or improvement thereof, and with persons entitled, by virtue of Sec. 5537.05 and 5537.17 of the Revised Code of Ohio, to reimbursement by the commission for damages done as a result of the making, by or on behalf of the commission, of surveys, soundings, drillings, or examinations in connection with the construction of such project, or by the construction, operation, or maintenance of any such project, or improvement thereof, in any cases in which the making of such agreement is, in his judgment, in the best interest of the commission, for the construction, replacement, alteration, or repair by the commission of access roads, drainage facilities, wells, fences, and other improvements, facilities, and things, or for the payment by the commission of the cost thereof; provided, however, that no such agreement shall be made until it shall have first been approved by general counsel, and also by the consulting engineer to the commission.
- (7) To settle all claims for loss of or damage to property held by the commission, other than loss or damage contemplated by

Secs. 707 and 708(a) of the trust agreement dated June 1, 1952, entered into between the commission and The Ohio National Bank of Columbus, as trustee, and The National City Bank of New York (now The First National City Bank of New York), as co-trustee, in any instance in which he determines that the amount of such loss or damage does not exceed \$5,000 and in which the claim is not the subject of litigation to which the commission is a party, and to collect and receipt for all amounts due the commission in payment for such loss or damage, and execute such proofs of loss, receipts, or releases, and other instruments as may be necessary and proper in effecting any such settlement or collection (the authority herein conferred is not in derogation of the authority of general counsel with respect to claims of and against the commission);

- (8) From time to time to contract with the Director of the Department of Highway Safety of the State of Ohio for the policing of any turnpike project or portion thereof, the reimbursement or payment by the commission of the costs of such policing, and all matters necessary or proper in connection therewith;
- (9) From time to time to contract with suitable persons, firms, and corporations for the transportation and the safeguarding of moneys, toll tickets, and other valuable papers of the commission;
- (10) From time to time to sell houses and other buildings which have been acquired incidentally to the purchase of the right of way for any turnpike project, or improvement thereof, and which houses or other buildings must be removed or destroyed in order to construct said project, or improvement thereof, unless, in his opinion, (1) the destruction of any such house or building is necessary for the orderly construction of such turnpike project, or improvement thereof, or (2) no satisfactory sale thereof can be made; and, in addition thereto, to sell, exchange, or otherwise dispose of any machinery, fixtures, apparatus, tools, instruments, or other movable property acquired for the purposes of any turnpike project, or improvement thereof, if the consulting engineer to the commission shall have determined that such property is no longer needed or is no longer useful in connection with the construction or operation and maintenance of such project, or improvement thereof; provided, however, that no such house or building shall be sold except to the highest and best bidder after advertising at least once in a newspaper of general circulation in the county in which the houses or other buildings to be sold are located, and that no article of property, other than such house or other building, having a value of more than \$5,000 and no

aggregation of articles of like kind to be disposed of simultaneously having a total value of more than \$5,000, as estimated by the comptroller, shall be sold, exchanged, or otherwise disposed of except to the highest bidder, after advertisement of not less than once a week for two consecutive weeks in a newspaper of general circulation in Franklin County, Ohio, or, at his option, in a newspaper of general circulation in the county in which such property is situated, and, in addition thereto, in such other publications as he may deem desirable and may direct; provided in the case of any property to be traded in upon the purchase of other property, he may deem, for the purposes hereof, the bid which is the lowest amount of money payment over the proffered trade-in allowance to be the highest bid for the article to be traded in, and, further provided, that he may reject any and all bids; and to execute and deliver all bills of sale, certificates of title, and other instruments necessary to effect any sale, exchange, or other transfer herein authorized, provided the same shall have been first approved as to form by general counsel and to determine whether the property so sold or otherwise disposed of shall be replaced;

- (11) Upon written application therefor by any person, partnership, association, corporation, or public body, to issue permission, in writing, to any such applicant to install, construct, repair, renew, or maintain and operate, at said applicant's sole cost and expense, any utility facility or facilities, such as water, sewer, gas, electric light and power, telephone, and telegraph lines across, over, or under any turnpike project; provided, however, that only such installation, construction, repair, renewal, or maintenance and operation shall be permitted as, in his judgment, will not interfere with or jeopardize the construction, maintenance, or operation of any turnpike project, or improvement thereof, and provided further, that he shall require that all such construction, repair, renewal, or maintenance and operation shall comply with the commission's "Rules and Regulations for the Installation, Construction, Repair, Renewal, Relocation and Removal of Facilities of Public Utilities, Both Publicly and Privately Owned, and of Carriers by Pipe Line, Both Common and Private," and with such additional requirements and restrictions as he may, in his discretion, impose; provided further, that he shall issue or cause to be issued such permission only after the plans for the proposed installation, repair, construction, renewal, maintenance and operation of such utility facilities shall have been approved by the chief engineer and by the consulting engineer to the commission;

- (12) From time to time to enter into contracts with public-utility companies and with public bodies, agencies, and authorities furnishing public-utility services, for the furnishing of such services; provided, that prior to entering into any such contract, the form and legal sufficiency thereof shall have first been approved by general counsel;
- (13) From time to time to enter into any and all contracts for the furnishing of labor or materials, or both, including, but in no wise limited to, contracts for borings and other explorations, which are deemed by him to be necessary for the construction of any turnpike project, or improvement thereof; provided, however, that no such contract which involves an expenditure of more than \$1,000 shall be entered into except pursuant to competitive bidding as required by Sec. 5537.04 of the Revised Code of Ohio;
- (14) From time to time to enter into contracts with public bodies, agencies, and authorities, and with railroads, public utilities, and owners of property, providing for the manner and conditions of performing any work involved in the construction of any turnpike project which will or might affect any of them, their properties, or their businesses, or might result in personal injuries or death, or providing for the payment or ascertainment of the amount of, and the payment of, any damages, costs, expenses, or compensation which the commission is required, by Secs. 5537.05 and 5537.17 of the Revised Code of Ohio, to pay or make reimbursement of;
- (15) To buy, lease, or otherwise acquire the use of all equipment, supplies, and services needed for the operation of the commission's offices and the carrying out of its functions in connection with the construction, operation, or maintenance of any turnpike project, or improvement thereof; provided, however, that he shall not enter into any such contract, except contracts for personal services, or upon advice of general counsel that competitive bidding is not legally required, which involves an expenditure of more than \$1,000, except pursuant to competitive bidding as required by Sec. 5537.04 of the Revised Code of Ohio;
- (16) To award any construction contract for the furnishing of labor and materials, pursuant to competitive bidding, to the lowest and best bidder, but no such contract which requires the expenditure of more than \$250,000 shall be so awarded without further action of the commission; and to award any contract for purchases of equipment and supplies (when competitive bidding therefor is

legally required) to the lowest and best bidder;

- (17) To waive any technicalities in connection with any bid for the award of any contract made pursuant to competitive bidding, but only upon the advice of general counsel; further, the executive director shall not enter into any contract on behalf of the commission after competitive bidding, unless such contract shall be approved by general counsel;
- (18) To issue, jointly with general counsel, addenda to any contract documents in connection with any contracts for which the commission shall seek competitive bids under Sec. 5537.04 of the Revised Code of Ohio;
- (19) In his discretion, to exercise any authority or discharge any duty specifically granted under these bylaws or any resolution or contract of the commission to any department head over whom he has supervision, and to exercise any authority which the Rules and Regulations for the Control and Regulation of Traffic on Ohio Turnpike Project No. 1 provide may be exercised by a representative of the commission, including, but not limited to, the granting of any permits as therein provided;
- (20) To terminate or rescind any contract; provided, however, that the executive director shall not, without approval of the commission, terminate nor rescind any contract which he is not authorized under these bylaws to enter into, including within this exception any construction or repaving contract for the furnishing of labor and materials involving an expenditure or proposed expenditure of more than \$250,000 awarded pursuant to (16) of this section; and, provided further, that the executive director shall not terminate nor rescind any contract without receiving the advice of general counsel concerning the legal aspects of such action.
- (21) To perform or to assign to the various departments any duties or functions required which are not specifically set forth herein or in any contracts and resolutions of the commission.

Sec. 2.20 Inasmuch as the executive director cannot personally do all things for which the foregoing authority is granted, he is hereby authorized to delegate the authority for the doing of such things and the making of such decisions as he shall deem necessary or advisable, to such subordinate personnel as he sees fit; but he shall be fully answerable to the commission for all things done pursuant to any such delegation.

Sec. 2.30 Deputy Executive Director. The deputy executive director shall be appointed by the executive director, with the assent of the commission, and shall have all authority and responsibility of the executive director during such time or times as the executive director shall be absent on leave, and, at other times, to the extent specified by the executive director. He shall report to and be answerable to the executive director except when he is acting executive director, and at such times he shall be answerable to the commission.

Sec. 2.40 Administrative Assistant to Executive Director. The administrative assistant to the executive director shall be designated by and shall perform such duties as may be required by the executive director. He shall report to and be answerable to the executive director.

Sec. 3.00 Accounting and Auditing Department. The accounting and auditing department shall have charge of and responsibility for all bookkeeping, accounting, auditing, and financial-statistics work of the commission, subject to any arrangements, including divisions of responsibility, which are provided for in contracts between the commission and public accountants or public-accounting firms.

Sec. 3.10 Comptroller. The comptroller shall be responsible for the work of the accounting and auditing department. He shall report and be answerable to the executive director.

Sec. 4.00 Administrative Services Department. The administrative services department shall have charge of and be responsible for all work in connection with the purchasing of all supplies, equipment, and other tangible personal property which may be purchased by the commission, and in connection with personnel, insurance, and all matters pertaining to the management and maintenance of the commission's headquarters, and with the facilities maintained and services provided for in connection with the operation thereof.

Sec. 4.10 Director of Administrative Services. The director of administrative services shall be responsible for all work of the administrative services department and for all advice and services rendered to the commission by said department. He shall be responsible for causing adequate personnel records and procedures to be established and maintained with respect to all employees of the commission. He shall report and be answerable to the executive director.

Sec. 5.00 Construction, Engineering and Maintenance Department. The construction, engineering and maintenance department shall have charge of and responsibility for all phases of engineering work involved in the construction and maintenance of turnpike projects, or improvements thereof, and shall furnish engineering advice and services which may be required by the commission

or the executive director.

Sec. 5.10 Chief Engineer. The chief engineer shall be responsible for all work of the construction, engineering and maintenance department and for engineering advice and services furnished to the commission by said department. He shall report and be answerable to the executive director. He shall have authority, acting for and on behalf of the commission, as follows:

- (1) To assign and reassign work and duties of, and fix the scope and lines of authority and responsibility as between, the employees in the construction, engineering, and maintenance department, and, to assign and reassign to them working titles to the extent that such labelling of their respective functions, will serve the convenience of the commission, provided any such assignment or reassignment shall be consistent with the commission's organization chart.
- (2) To designate, subject to approval of the executive director, an engineer on the staff of the construction, engineering and maintenance department to serve in the capacity and with the title of assistant chief engineer;
- (3) In his discretion, to modify and rescind any standard drawings pertaining to any turnpike project, or improvement thereof, and to issue new (whether substitute or additional) standard drawings pertaining thereto, and to do or cause to be done all things that, in his judgment, may be necessary in order to assure that such project, or improvement thereof, shall be designated and constructed in conformity with such standard drawings;
- (4) In order to discharge his duties hereunder, he shall have the authority to enter into contracts, from time to time, for and in behalf of the commission, for the rendition of such services and for the purchase of such equipment and supplies as are needed for the maintenance and operation of the turnpike project, or improvement thereof; provided, however, that he shall not enter into any contract for services to be performed, nor shall he make and purchase, or enter into any contract to purchase, which involves the expenditure of more than \$1,000.00, provided, further, that the exercise of such authority shall be subject to such restrictions or conditions as may be prescribed from time to time by the executive director and subject also to such conditions as may be prescribed from time to time by the comptroller.

Sec. 5.20 Assistant Chief Engineer. The assistant chief engineer shall perform such duties and have such responsibilities in connection with the administration and supervision of the construction, engineering and maintenance department, its work, and its office, and perform such other duties as the chief engineer shall prescribe, and, during the absence or disability of the chief

engineer, shall have all his authority.

Sec. 5.30 Other engineers on the staff of the construction, engineering and maintenance department shall, from time to time, serve in such capacities and have such duties and responsibilities as the chief engineer shall prescribe.

Sec. 6.00 Information and Research Department. The information and research department shall have charge of and responsibility for all information-gathering and disseminating work of the commission, and all its research work except that in engineering, legal, accounting, or other technical fields. The director of information and research shall report and be answerable to the executive director.

Sec. 7.00 Legal Department. The legal department shall have charge of and responsibility for maintaining the legal position of the commission, for all legal work of the commission, and for all legal advice and services furnished to it, subject to any arrangements, including divisions of responsibility, which are provided for in contracts between the commission and retained (i. e., non-employee) lawyers and law firms.

Sec. 7.10 Categories of Lawyers. Lawyers for the commission are classified in two categories: First, staff lawyers; second, retained lawyers.

Sec. 7.11 Staff lawyers are employees of the commission, working at the commission's offices, or elsewhere as the general counsel may prescribe, and, generally, having all their office facilities and services furnished, and official expenses paid, by the commission. Generally, they will furnish all legal services required by the commission, except such as are below provided to be furnished by retained lawyers, who will be paid on a fee basis, as hereinafter set forth.

Sec. 7.12 Retained lawyers are either law firms or individual lawyers who are employed by the commission to perform specific services or types of services. They will work at or from their own offices, will pay their own office expenses, and will be compensated on a fee basis.

Sec. 7.20 "Services," as the word is used in relation to lawyers, means legal services. In the case of staff lawyers, it includes any services, functions, or duties that the commission may prescribe.

Sec. 7.40 Duties, Responsibility, and Authority of General Counsel. General Counsel is the chief legal officer of the commission. He shall be appointed by the executive director with the assent of the commission. He shall report to and be answerable to the executive director, in administrative matters but not in professional matters, and in the aforesaid capacity he shall:

- (1) Be responsible for all work of the legal staff, and legal advice and services furnished to the commission, the executive director and staff;
- (2) Manage, supervise, and direct the work of the legal staff, including both lawyer and nonlawyer personnel;
- (3) Manage and control, on behalf of the commission, all litigation to which the commission is a party, subject to any arrangements, including divisions of responsibility, which are provided for in contracts between the commission and retained lawyers;
- (4) Assign and reassign work and duties of, and fix the scope and lines of authority and responsibility as between, the several staff lawyers, and from time to time assign and reassign to them working titles to the extent that such labelling of their respective functions, for the time being, will serve the convenience of the commission, the legal staff, and persons having occasion to deal or communicate with members of the legal staff;
- (5) Designate a staff lawyer to serve in the capacity and with the title of assistant general counsel;
- (6) Make any needed plans for, and supervise, direct, and coordinate, the services of local and special counsel; to the extent he deems it practical and desirable to do so, conduct conferences and meetings, and do other things, for the guidance and instruction of local counsel in the proper, efficient, and coordinated performance of their services; and supervise the preparation by staff lawyers of briefs and manuals of law, practice, and procedures, and of standard or suggested forms, for the use and guidance of local and special counsel;
- (7) Furnish all legal advice and opinions required by the commission, or by the commission's officers, agents, and employees, in connection with their work in the commission's behalf;
- (8) Draft or approve all contracts, deeds, releases, accords, and other legal instruments or documents, or standard forms thereof, to which the commission is, or is proposed to be, a party, except such as fall within the sphere of responsibility of bond counsel;
- (9) Approve, as to form and legal sufficiency, all contracts required by the commission to be approved by general counsel, prior to their execution by any officer or employee;

- (10) Approve, as to form and legal sufficiency, any surety bonds required of the members or officers of the commission;
- (11) Supervise, control, and contract for all the commission's legal advertising;
- (12) Issue, jointly with the executive director of the commission, addenda to any contract documents in connection with any contracts for which the commission shall seek competitive bids under Sec. 5537.04 of the Revised Code of Ohio;
- (13) Keep the commission fully advised with respect to the work of the legal staff, by making reports in such form, in such manner, of such scope, and at such times as the commission shall from time to time request;
- (14) Furnish to the commission all required advice and assistance in connection with resolutions of, and other proceedings by, the commission;
- (15) Make contracts, on behalf of the commission, for the furnishing to it of all services and things deemed necessary or desirable by him in connection with, or to protect against, pending, prospective, or anticipated litigation and claims of or against the commission, or affecting it, including, but in no wise limited to, the services of and things furnished by engineering, valuation, and other experts, court reporters, printers, photographers, and investigators; and he may authorize or approve disbursements to pay for such services and things;
- (16) Adjust, compromise, and settle all claims of or against the commission, except claims which any other officer of the commission is specifically authorized to adjust, compromise, or settle; and, on its behalf, make agreements with others as to the interpretation of its contracts;
- (17) Perform such other services as shall from time to time be requested by the commission, or, between meetings of the commission, by its chairman.

Inasmuch as all the foregoing things, and other things authorized and provided elsewhere in these bylaws or by other actions of the commission to be done by general counsel, cannot be done personally by general counsel, he is authorized to delegate the doing of any of them to subordinate staff or other lawyers.

Sec. 7.50 Assistant general counsel shall perform such duties and have such responsibilities in connection with the administration and supervision of the legal staff, its work, and its office, and perform such other duties, as the general counsel shall prescribe, and, during the absence or disability of general counsel, shall have all his authority.

Sec. 7.60 Other staff lawyers shall from time to time serve in such capacities and have such duties and responsibilities as general counsel shall prescribe.

Sec. 8.00 Operations Department. The operations department shall have charge of, and be responsible for, toll collections, and patron services.

Sec. 8.10 Director of Operations. The director of operations shall manage, supervise, direct, and be responsible for the work of the operations department. The director of operations shall report and be answerable to the executive director.

Sec. 9.00 Additional Duties of Departments and Department Heads. In addition to the duties and responsibilities herein set forth, the administrative services, construction, engineering and maintenance, information and research, operations, and accounting and auditing departments, and the respective heads thereof shall have such additional duties and responsibilities, not inconsistent with these bylaws, as may be assigned to them, or any of them, by the executive director.

Sec. 10.00 Executive Assistant to Chairman. There shall be an executive assistant to the chairman designated by the chairman, who shall serve and report to him directly. He shall handle arrangements for commission meetings, process and be responsible for correspondence of the chairman, and perform such other duties as shall from time to time be prescribed by the chairman. He shall be provided by the executive director with such assistance as is necessary for the proper discharge of his duties.

Sec. 11.00 Authority of Certain Employees. An employee of the commission whose appointment, by the commission or pursuant to its authority designates him as "Acting," with that word followed by the title of office or position, shall, for the duration of such appointment, have all the authority, duties, and responsibilities of the office in addition to any other duties he may have.

ARTICLE VI

EMPLOYEE MANUAL

Sec. 1.00 There shall be an employee manual setting forth conditions of

employment of employees of the commission which shall be prepared by the executive director with the advice and recommendation of the committee on employee relations and the assent of the commission and which shall be revised from time to time as such conditions change. The employee manual shall list the commission members and administrative staff and shall, in addition, provide for hours of work, compensation for overtime work, and rights of employees with reference to sick leave, vacation leave, military leave and other leave. The manual shall also list the holidays to be observed by the commission and its employees, along with hospitalization, surgical and major medical benefits, group life and accidental death and dismemberment insurance carried by the commission for its employees, provisions of the public employees retirement system covering employees, as also workmen's compensation, seniority, grievance procedure, wages and salaries of toll collectors and nonsupervisory maintenance employees, and other employees' rights recognized by the commission. A copy of the employee manual shall be furnished to each new employee when he or she commences work with the commission and any revised sheets shall be distributed to employees promptly after the adoption of any new provisions of the manual.

The Chairman asked if there was any discussion.

Mr. Teagarden asked why the committees were named without designation of their duties although that could probably be taken care of when the committees were appointed. The Chairman said he did not believe the bylaws should tell the committees what to do. He said he believed the committees had to be fluid and that when the committees were appointed their duties were specified. The Chairman said that the committees ought to be named as standing committees and it was not usual to establish in the bylaws what the specific duties were.

Mr. Chastang agreed with the Chairman. He said that the chairman of an organization had a right to appoint committees and to charge them with specific duties and this was the way the Ohio Turnpike Commission had operated. He said the mere name of a committee such as "budget and finance" indicated the area of responsibility of the committee, "employee relations" indicated the function of that committee and that the same was true of the "service plaza" committee. He said that had been his understanding.

The Chairman said he had always intended for the committees to have pretty broad plenary authority within the areas denominated by their name as Mr. Chastang pointed out. Mr. Teagarden said he was satisfied. The Chairman said the appointments were made by letter. He said the duties for ad hoc committees were spelled out in letters sent to members of the committees after discussions by the Commission at its meetings and the letters were sent pursuant to the discussions.

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

Ayes: Chastang, Richley, 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. 10-1973.

The Chairman said the report of the Executive Director was accepted as offered. He said the report of the General Counsel would be received.

The Assistant General Counsel, Francis K. Cole, reported that the General Counsel had telephoned him earlier in the morning to report that he could not be present at the meeting because he had to be in Berea working on the Commission's case against Texaco which was to be heard on Thursday, June 7, before Judge Adrian B. Fink, Jr. in the Cuyahoga Court of Common Pleas. Mr. Richley said the Department of Transportation would have representatives in the court as observers so that they might learn first hand things that might apply to the situation at the Department of Transportation. Mr. Richley said that he had received copies of the order and the petition.

The Chairman said the report of the General Counsel was accepted as offered. He said the report of the Consulting Engineers would be received.

Mr. Harnden said he had no report other than to confirm what the Executive Director had already reported on the facility studies and the bridge inspections. The Chairman said he tried to reach E. J. Donnelly of the Consulting Engineers before he went to Berea to tell him about the fuel situation. He said he was able to reach Mr. Donnelly later and that he wanted the record to show that he did advise Mr. Donnelly with respect to the gasoline matter.

The Chairman directed that Mr. Harnden confirm to Mr. Donnelly that the Chairman had stated at the meeting that the Chairman had advised Mr. Donnelly of the crisis the Commission might face with respect to the dispensation of gasoline and Diesel fuel so that in the event any reconstitution of the Commission's operating structure were required, he would have notice.

Mr. Richley asked the Chairman if a written report from the Consulting Engineers or from the Executive Director or from both of them regarding the facility study could be prepared before the next meeting so that it might be discussed then. The Chairman directed that such a report be prepared.

The Chairman said the report of the Consulting Engineers was accepted as offered. He ascertained there was no report from the Director of Information

and Research.

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

RESOLUTION NO. 11-1973

"WHEREAS the executive director, 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 April 17, 1973, 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 April 17, 1973 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, Richley, Shocknessy.

Nays: None.

The Chairman declared the resolution stood adopted with all Members present voting in the affirmative. The resolution was identified as No. 11-1973.

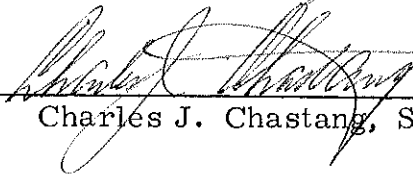
There being no further business to come before the Commission, a motion was made by Mr. Teagarden, seconded by Mr. Chastang, that the meeting adjourn until July 3, 1973 subject to call of the Chairman. A vote by ayes and nays was taken and all Members present responded to roll call. The vote was as follows:

Ayes: Teagarden, Chastang, Richley, Shocknessy.

Nays: None.

The Chairman declared the meeting adjourned. The time of adjournment was 12:45 p. m.

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



Charles J. Chastang, Secretary-Treasurer