

OHIO TURNPIKE COMMISSION

Resolution Directing that Legal Proceedings be Initiated against The Cincinnati Insurance Company

WHEREAS, on February 12, 2001, by Resolution No. 2-2001, the Commission awarded a contract to Blaze Building Corporation ("Blaze") of Berea, Ohio for the construction of the Middle Ridge and Vermillion Valley Service Plazas located at Milepost 139.50 in Lorain County; and

WHEREAS, the terms and conditions of Contract No. 53-99-04 required Blaze to defend, indemnify, protect and hold harmless the Commission from any and all claims, causes of actions, judgments, damages, costs and expenses of any nature, kind, or description to which the Commission may be subject to by reason of the performance or non-performance of the Contractor's work under the contract; and

WHEREAS, Blaze was also required under the terms and conditions of Contract No. 53-99-04 to furnish and provide adequate and sufficient insurance coverage under which the Commission was named as an additional insured; and

WHEREAS, Blaze provided the Commission with a certificate of insurance coverage after Contract No. 53-99-04 was awarded, which policy was issued by The Cincinnati Insurance Company and the Commission was named as an additional insured; and

WHEREAS, the Commission was named as a Defendant in the matter of Howard Staples v. Ohio Turnpike Commission, et al., now pending in the Lorain County Court of Common Pleas, in which the Plaintiff is alleging that he was injured and damaged as a result of an incident that occurred at the Vermillion Valley Service Plaza on June 7, 2002 and he further alleges that he suffered permanent injuries as a result of the incident; and

WHEREAS, the Commission has been advised by its general counsel that The Cincinnati Insurance Company has denied that the claims asserted against the Commission in the matter of Howard Staples v. Ohio Turnpike Commission, et al. are within the coverage of the insurance policy issued by Cincinnati Insurance to Blaze and naming the Commission as an additional insured. Additionally, The Cincinnati Insurance Company has refused to undertake or reimburse the Commission for any costs or expenses that it has incurred up to the present date to undertake its legal defense in this matter or for any expense it might incur in the future in accordance with the terms of the contract and insurance policy in which the Commission was named as an additional insured.

NOW, THEREFORE, BE IT

RESOLVED that legal proceedings be begun and prosecuted to determine the rights and duties of the parties and obtain a declaration that the claims asserted against the Commission in the Howard Staples v. Ohio Turnpike Commission, et al. are within the coverage of the insurance policy issued by Cincinnati Insurance Company to Blaze and naming the Commission as an additional insured.

FURTHER RESOLVED that the general counsel be, and she is hereby instructed to do or cause to be done all things that may be appropriate or necessary, whether by agreement or through legal proceedings, to ensure the recovery of all costs or expenses incurred by the Commission to undertake its legal defense in the above-captioned case and for any costs or expenses it might incur in the future.

(Resolution No. 38-2006 adopted August 28, 2006)

I, Gary C. Suhadolnik, Executive Director of the Ohio Turnpike Commission, do hereby certify that the above is a true copy of the aforesaid resolution which was duly adopted at a meeting of the Commission, duly called for and convened and held on August 28, 2006, at which a quorum was at all times present and voting.

WITNESS my hand and the seal of the Ohio Turnpike Commission on this 28th day of August, 2006.

Gary C. Suhadolnik
Executive Director