

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of Weaver Transport,) Case No. 13-1639-TR-CVF
LLC, Notice of Apparent Violation and) (OH3269009470C)
Intent to Assess Forfeiture.)

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SETTLEMENT AGREEMENT

I. Introduction

Pursuant to Rule 4901:2-7-11 of the Ohio Administrative Code (O.A.C.), Weaver Transport, LLC (Weaver Transport or Respondent) and the Staff of the Transportation Department of the Public Utilities Commission of Ohio (Staff) enter into this agreement to resolve all issues in the above captioned case.

It is understood by Weaver Transport and the Staff that this Settlement Agreement is not binding upon the Public Utilities Commission of Ohio (Commission). This agreement however, is based on the parties' desire to arrive at a reasonable result considering the law, facts, and circumstances. Accordingly, Weaver Transport and the Staff encourage and recommend that the Commission adopt this Settlement Agreement.

This Settlement Agreement is submitted on the condition that the Commission adopts the agreed upon terms. In the event the Commission rejects any part of the Settlement Agreement, or adds to, or otherwise materially modifies its terms, each party shall have the right, within thirty (30) days of the date of the Commission's entry or order, to file an application for rehearing that includes a request to terminate and

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withdraw from the Settlement Agreement. Upon the application for rehearing and request to terminate and withdraw from the Settlement Agreement being granted by the Commission, the Settlement Agreement shall immediately become null and void. In such event, the parties shall proceed to a hearing as if this Settlement Agreement had never been executed.

II. History

- A. On March 21, 2013, a vehicle operated by Weaver Transport was inspected within the State of Ohio.
- B. As a result of the inspection, Weaver Transport was timely served with a notice of preliminary determination in accordance with Rule 4901:2-7-12, O.A.C. The notice of preliminary determination notified Weaver Transport that Staff intended to assess a civil forfeiture of \$900.00 for violation of 49 C.F.R. §173.24(b) (Failed to meet general packing requirements); \$90.00 for violation of 49 C.F.R. §396.9(a)(1) (Brake out of service); and \$0.00 for violation of 49 C.F.R. §172.202(b) (Basic description not in proper sequence).
- C. Weaver Transport requested an administrative hearing pursuant to 4901:2-7-13, O.A.C.
- D. The parties have negotiated this Settlement Agreement, which the parties believe resolves all of the issues raised in the notice of preliminary determination.

III. Settlement Agreement

The Staff and Weaver Transport agree and recommend that the Commission find as follows:

- A. For purposes of settlement only, and not as an admission that the violations occurred as alleged, Weaver Transport agrees that the violations of 49 C.F.R. §173.24(b), 49 C.F.R. §396.9(a)(1), and 49 C.F.R. §172.202(b) may be included in its Safety-Net Record and history of violations, insofar as it may be relevant for purposes of determining future penalty actions.
- B. For purposes of settlement only, Staff agrees to reduce the amount of the civil forfeiture from \$990.00 to \$720.00 and Weaver Transport agrees to pay the amount of \$720.00 in order to resolve this case. The reduction is based on corrective actions taken by Weaver Transport.
- C. Weaver Transport will pay the \$720.00 within thirty (30) days of the Commission's order approving this Settlement Agreement. The payment shall be made payable to "Treasurer State of Ohio," and shall be mailed to PUCO Fiscal, 180 E. Broad St., 4th floor, Columbus, OH 43215-3793. The case number (OH3269009470C) should appear on the face of the check.
- D. This Settlement Agreement shall not become effective until adopted by the Commission. The date of the entry or order of the Commission adopting the Settlement Agreement shall be considered the effective date of the Settlement Agreement. This Settlement Agreement is intended to resolve


only factual or legal issues raised in this case. It is not intended to have any effect whatsoever in any other case or proceeding.

IV. Conclusion

The undersigned respectfully request that the Commission adopt the agreement in its entirety.

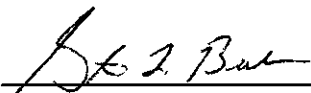
The parties have manifested their consent and authority to enter into the Settlement Agreement by affixing their signatures below on this 13 day of Sept, 2013.

On Behalf of Weaver
Transport, LLC



Bryan Cox
22428 State Route 73
West Portsmouth, OH 45663

On Behalf of the Staff of the
Public Utilities Commission of
Ohio



Steven L. Beeler
Assistant Attorney General
Public Utilities Section
180 East Broad Street, 6th Floor
Columbus, OH 43215-3793