

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of Battery Recycling, Inc.,	:	
Notice of Apparent Violation and Intent	:	
to Assess Forfeiture	:	Case No. 14-0607-TR-CVF
	:	(OH3255010466S2)
	:	
	:	
	:	
Respondent.	:	
	:	

SETTLEMENT AGREEMENT

I. Introduction

Pursuant to Rule 4901:2-7-11 of the Ohio Administrative Code (O.A.C.), Battery Recycling Inc., (Shipper or Respondent) and the Staff of the Transportation Department of the Public Utilities Commission of Ohio (Staff) enter into this Settlement Agreement and urge the Public Utilities Commission of Ohio (Commission) to adopt the Agreement.

The Respondent and the Staff understand that this Settlement Agreement is not binding upon the Commission. This agreement, however, is based on the Respondent's and the Staff's desire to arrive at a reasonable result considering the law, facts, and circumstances of the case. Accordingly, the Respondent and the Staff believe that the Commission should adopt this Settlement Agreement.

This Settlement Agreement is submitted on the condition that the Commission adopts the Agreement's terms. If the Commission rejects any part of the Settlement

Agreement, adds to the Agreement, or otherwise materially modifies the Agreement's terms, each party will have the right, within thirty days of the Commission's order, to file an application for rehearing that includes a request to terminate and withdraw from the Settlement Agreement. When the Commission grants the application for rehearing and the request to terminate/withdraw from the Settlement Agreement, the Settlement Agreement will immediately become null and void. In such event, the parties shall proceed to a hearing as if the parties had never executed the Settlement Agreement.

II. Procedural History

- A. On October 30, 2013, a commercial motor vehicle operated by Dedicated Fleet Logistics Inc., and containing hazardous materials offered by Respondent, was inspected within the State of Ohio.
- B. As a result of the inspection, Respondent 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 Respondent that Staff intended to assess a civil forfeiture in the amount of \$1,300.00 for the following three violations:
 - (1) 49 C.F.R. 172.203(K) (Hazardous waste code not in association with basic description) (\$0),
 - (2) 49 C.F.R. 172.332 (ID number markings not displayed) (\$780),
 - (3) 49 C.F.R. 173.30 (Loading/unloading transport vehicles/missing rear securement of 1 bulk package) (\$520)

- C. In response to the Notice of Preliminary Determination, Respondent made a timely formal request for an administrative hearing pursuant to Rule 4901:2-7-13, O.A.C.
- D. The parties have negotiated this Settlement Agreement which the parties believe resolves all the issues in the case.

III. Settlement Agreement

The parties 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, Respondent agrees that the violations may be included in its history of violations, insofar as it may be relevant for purposes of determining future penalty actions.
- B. Staff agrees, for purposes of settlement only, to a reduced civil forfeiture amount of \$910.00 which reflects a 30% reduction of the original assessment. This reduction is premised upon a recognition that the Respondent has undertaken corrective actions including: altering the language it uses on shipping labels, instituting new shipping procedures, and providing updated employee training, among other actions.
- C. Within 30 days of the effective date of the Settlement Agreement, Respondent shall pay \$910.00. Payment shall be made by check or money order payable to: "Treasurer State of Ohio," and mailed to PUCO Fiscal, 180 E. Broad St., 4th Floor, Columbus, Ohio 43215-3793. The Respondent

should write the case number (OH3255010466S2) on the face of the payment.

- D. This Settlement Agreement shall not become effective until the Commission adopts it through an Opinion and Order. The date of the entry of the Commission order adopting the Settlement Agreement will be the Settlement Agreement's effective date.
- E. This Settlement Agreement settles all factual and legal issues in this case. The parties do not intend the Settlement Agreement to have any affect in any other case or proceeding.

IV. Conclusion

This Settlement Agreement, which is subject to the Rules of the Commission, constitutes the entire agreement of the parties. The parties agree that this Settlement Agreement is in the best interest of all parties, and urge the Commission to adopt the Settlement Agreement and issue an entry in accordance with the terms of the Settlement Agreement.

The parties consent to the Settlement Agreement by signing the Agreement below.

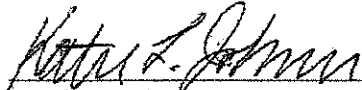
On behalf of the Respondent:



Mark Mansfield
General Manager
P.O. Box 309
Jackson Center, OH 45334

Date: 5/28/14

On behalf of the Staff of the Public
Utilities Commission of Ohio:



Katie L. Johnson
Assistant Attorney General
Public Utilities Section
Ohio Attorney General Mike DeWine
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Date: 5-5-2014

This foregoing document was electronically filed with the Public Utilities

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in

Case No(s). 14-0607-TR-CVF

Summary: Agreement Settlement Agreement electronically filed by Mrs. Tonnetta Y Scott on behalf of PUCO