

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of Roeder Cartage :	
Company, Inc., Notice of Apparent :	Case No. 14-0404-TR-CVF
Violation and Intent to Assess :	(OH3211302053C)
Forfeiture.	:
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SETTLEMENT AGREEMENT

I. Introduction

Pursuant to Rule 4901:2-7-11 of the Ohio Administrative Code (O.A.C.), Roeder Cartage Company, Inc., (Respondent) and the Staff of the Transportation Department of the Public Utilities Commission of Ohio (Staff) enter into this Settlement Agreement to resolve all issues in the above captioned case.

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

Accordingly, the parties recommend that the Commission 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. Upon the Commission granting the application for rehearing and request to terminate and withdraw from the Settlement Agreement, the Settlement Agreement shall 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 4, 2013, a commercial motor vehicle operated by Respondent was inspected within the State of Ohio.
- B. As a result of the inspections, 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:
- \$1,900 for a violation of 49 C.F.R. 173.24(b)(1) (release of hazardous materials from package)
 - \$1,260 for a violation of 49 C.F.R. 173.24(f)(1) (closures for packagings must not be open or leaking – dome lid)
 - \$1,260 for a violation of 49 C.F.R. 173.24(f)(1) (closures for packagings must not be open or leaking – flange from main valve)

- \$0.00 for a violation of 49 C.F.R. 173.33(a) (cargo tank general requirements), and
- \$1,680 for a violation of 49 C.F.R. 178.345-11(b) (DOT 406/407/412 tank valves).

Therefore, the total amount of the civil forfeitures assessed in this matter was \$6,100.

- C. Respondent made a 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:

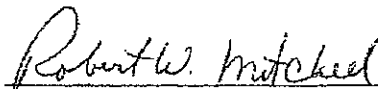
- A. After a review of the facts in this case, Staff has determined that further prosecution of the alleged violations of 49 C.F.R. 173.24(b)(1), 49 C.F.R. 173.33(a), and 49 C.F.R. 178.345-11(B) is not warranted and that those violations should be deleted.
- B. Respondent agrees that both violations of 49 C.F.R. 173.24(f)(1) may be included in its history of violations as they may be relevant for purposes of determining future penalty actions. Staff agrees, for purposes of settlement only, to waive the civil forfeiture for one of those violations in recognition that the assessments were for violations of the same regulation.

- C. The Respondent shall pay the \$1,260.00 civil forfeiture within 30 days after the Commission's entry or order approving this Settlement Agreement. The 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 (OH3211302053C) on the face of the payment.
- D. This Settlement Agreement shall not become effective until the Commission adopts the Agreement. The date of the entry or order of the Commission adopting the Settlement Agreement shall be considered the effective date of the Settlement Agreement.
- E. This Settlement Agreement is intended to resolve only factual and legal issues in this case. It is not intended 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 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.

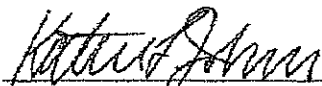
On behalf of the Respondent:



Date: 6-2-14

Robert Mitchell
1979 N. Dixie Highway
Lima, OH 45801

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



Date: 5-30-2014

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Case No(s). 14-0404-TR-CVF

Summary: Agreement /Settlement Agreement submitted by Assistant Attorney General Katie Johnson on behalf of the Staff of the Public Utilities Commission of Ohio. electronically filed by Kimberly L Keeton on behalf of Public Utilities Commission of Ohio