

FILE

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BEFORE THE  
PUBLIC UTILITIES COMMISSION OF OHIO

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PUCO

In the Matter of Safeway : Case No. 07-716-TR-CVF  
Transportation, Inc., Notice of : (OH9432300148C)  
Apparent Violation and Intent to :  
Assess Forfeiture.

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**SETTLEMENT AGREEMENT**

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**I. Introduction**

In accordance with Rule 4901:2-7-11 of the Ohio Administrative Code (O.A.C.), Safeway Transportation Inc., (Respondent), and the Staff of the Transportation Department of the Public Utilities Commission of Ohio (Staff) enter into this Settlement Agreement to resolve the issues in this case.

It is understood by the Respondent 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 Respondent's and the Staff's desire to arrive at a reasonable result considering the law, facts and circumstances. Accordingly, the Respondent and the Staff urge the Commission to adopt all the terms of this Settlement Agreement.

In the event the Commission modifies or rejects any term of the Settlement Agreement, such that the parties believe this agreement to be materially changed, each party shall have the right, within thirty days of the Commission's order, to file an application for rehearing. Upon the Commission's issuance of an entry on rehearing

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that does not adopt the Stipulation in its entirety without material modification, any party shall have the right within fifteen days of the Commission's order on rehearing to file a second application for rehearing that gives notice of termination or withdrawal of the Settlement Agreement. Upon notice of termination or withdrawal by either party, pursuant to the above provisions, 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. Procedural History**

- A. On October 27, 2006, Staff of the Public Utilities Commission of Ohio conducted a roadside inspection on a vehicle operated by Safeway Transportation, Inc. At the time of the inspection the Respondent was carrying Hazardous Materials, Class 3. During the course of the inspection the Inspector cited the carrier for failing to have the Shipping papers and emergency response information readily accessible under 49 C.F.R. 177.817(e) and 172.602(c) (1), respectively. As a result of the violations discovered, Respondent was assessed a civil forfeiture of \$810.00 (\$405 for each violation) by the Compliance Division.
- B. Commission Staff timely served Respondent with a notice of preliminary determination in accordance with Rule 4901:2-07-12 of the O.A.C. for Case No. OH9432300148C.
- C. Respondent made a timely formal request for an administrative hearing pursuant to Rule 4901:2-7-13 of the O.A.C.

- D. The parties have negotiated this Settlement Agreement which the parties believe resolves all the issues raised in the notice of preliminary determination.

### **III. Settlement Agreement**

The parties hereto agree and recommend that the Commission find as follows:

- A. The Commission Staff and Respondent agree that Respondent accepts responsibility for its non-compliance with having the Shipping papers and emergency response information readily accessible under 49 C.F.R. 177.817(e) and 172.602(c) (1), respectively. The Commission Staff and Respondent agree that Respondent will pay an assessment of \$567.00 (\$283.50 for each violation).
- B. For purposes of settlement, and not as an admission or evidence that the violations above occurred, Respondent agrees that the citations for failing to have the Shipping papers and emergency response information readily accessible under 49 C.F.R. 177.817(e) and 172.602(c) (1), respectively, may be included in the Respondent's Safety-Net record and history of violations insofar as it may be relevant for purposes of determining future penalty actions.
- C. Within 30 days of the effective date of the Settlement Agreement, Respondent shall submit payment in the amount of \$567.00 in the form of a certified check or money order payable to: "Treasurer State of Ohio,"

and mail to: PUCO Fiscal, 180 E. Broad St., 13<sup>th</sup> Floor, Columbus, Ohio 43215-3793.

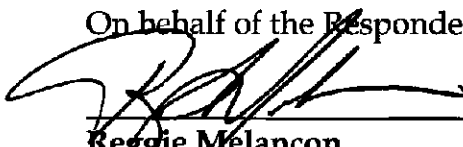
- D. This settlement agreement shall not become effective until adopted by an Opinion and Order of the Commission. The date of the entry of the Commission order adopting the Settlement Agreement shall be considered the effective date of the Settlement Agreement.
- E. This Settlement Agreement is made in settlement of all factual or legal issues in this case. It is not intended to have any affect whatsoever in any other case or proceeding.

#### IV. Conclusion


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

The parties have manifested their consent to the Settlement Agreement by affixing their signatures below on this \_\_\_\_ day of November, 2007.

On behalf of the Respondent

  
Reggie Melancon  
Comptroller & General Manager  
Safeway Transportation, Inc.  
643 Highway 190 West  
Port Allen, Louisiana 70767  
(800) 673-0598

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

  
John H. Jones  
Assistant Attorney General  
Public Utilities Section  
180 East Broad Street, 9<sup>th</sup> Floor  
Columbus, OH 43215-3793  
(614) 466-4395