

N<sup>o</sup> FILE

Case # OH 3269005630C

09-1057-TR-LVF

4

I Charles W. Byers do "Request for Administrative Hearing."

I have sent a Copy of Permanent Lease with Northern Steel  
and a Copy of The Bill of Lading for the load being hauled  
in Northern Steel's name therefor I did have required operating  
Authority. I will pay the brake fines ~~plus~~ but the tractor is a late  
did pass Pa. State Insp. and Federal DOT. Insp.

Thank you

Charles W. Byers

RECEIVED-DOCKETING DIV  
2009 NOV -14 PM 1:44  
PUCO

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NORTHERN STEEL TRANSPORT COMPANY

TOLEDO, OHIO MC-151224

## Independent Contractor Lease Agreement

This Agreement executed at TOLEDO OH this 2 day of MAY 1994.

By and between NORTHERN STEEL TRANSPORT CO., hereinafter referred to as Lessee and  
CHARLES BYERS 7 VIRGINIA AVE MCKEESPORT hereinafter referred to as Lessor

PA 15133  
 WITNESSETH

Whereas the Company is engaged in Interstate Commerce by Motor Vehicle and desires to obtain by lease and to operate in its business motor vehicle equipment owned by the Lessor; and WHEREAS the Lessor is willing and able to furnish the Lessee with motor vehicle equipment under lease for the rental hereinafter stated.

Now, therefore, in consideration of the foregoing premises and of the mutual covenants herein contained, the parties thereto agree as follows:

1. Lessor hereby leases to Lessee the within described motor vehicle equipment.

UNIT NO.	MAKE	YEAR	SERIAL	LICENSE NO/STATE/YEAR	OHIO RUT N
959	PETE	92	313849	AB13082 PA 94	
898A	CITY	88	A30592	TT73238 PA 94	

2. That the control of the lease equipment shall be absolute in the Lessee for the full period of the lease. Lessor shall not be required to purchase or rent any equipment, products, or services from the Lessee as a condition of the lease agreement.

3. That the equipment shall not be used, during the full period of the lease, for any other purpose other than the purpose expressed in the lease.

4. That a true and exact copy of the lease shall be carried on the leased equipment at all times.

5. The Lessee shall, at its own expense, carry property damage and public liability insurance covering the operation of the leased equipment during the entire period of the lease in such amounts as the Lessee, in its sole judgment, may deem adequate but such coverage shall not be in an amount less than is required by law or by the rules and regulations of any regulatory body having jurisdiction over this subject matter.

6. The public liability and property damage insurance maintained by the Lessee shall cover the operation of the leased equipment at all times when said leased equipment is being used in the transportation of motor vehicle traffic for Lessee, and only at this time.

## STRAIGHT BILL OF LADING — SHORT FORM — Original — Not Negotiable

Shipper's No. 666-1631

(Name of Carrier, Northern Steel Transport

SCAC

Carrier's No.

Received, subject to the classifications and tariffs in effect on the date of the Bill of Lading:

at T-Bar Co's Corp Inc. date June 17/09 from

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout the contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier or to the owner of said destination. It is mutually agreed, as to each carrier of all or any portion of said destination, and as to each party at the time interested in any or all of said property, that every service to be performed hereunder shall be subject to all the conditions and prohibitions by law, whether printed or written, herein contained (as specified in Appendix B to Part 1036) which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to

H &amp; H Industries Inc. Ohio Jackson 45451

Destination

State

County

Zip

Delivery

4400 State Route # 93

Address\*

Route

(\*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Delivering Carrier

Northern Steel Transport

Vehicle or Car Initials

# 959 / 959A No.

Number of Packages

Description of articles, special marks, and exceptions

Weight (sub to correction)

Class or Rate

Check Column

Subject to Section 7 of conditions, this shipment is to be delivered to consignee without recourse to the carrier. The carrier shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Signature of Consignor

If charges are to be paid, write on reverse "To be Paid by".

Received \$ to apply in payment of the charges on the property described herein.

Agent or Cashier

Per (the signature here acknowledged as of the carrier's property)

C.O.D. Charge to be Paid by

Collect On Delivery \$ 1000.00 and Remit to:

\*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight".

Note—where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

Northern Steel per Charles Ryan

Charges Advanced

\$

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. Per

HM EMERGENCY RESPONSE TELEPHONE NUMBER (877) 2200

Shipper: T.T.C. Inc.

Agent: Patrick A. Costello

Per: Date:

Per: T.T.C. Inc. Date: June 17/09

Permanent Post Office Address of Shipper

FORM 95 (Rev. 6/00)

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# The Public Utilities Commission of Ohio

Monitoring marketplaces and enforcing rules to assure safe,  
adequate and reliable utility services.

Ted Strickland, Governor  
Alan R. Schriber, Chairman

Commissioners

Ronda Hartman Fergus  
Valerie A. Lemmie  
Paul A. Centolella  
Cheryl Roberto

October 13, 2009

MR CHARLES BYERS  
CHARLES W BYERS  
7 VIRGINIA DR  
MCKEESPORT, PA 15133

RE: **NOTICE OF PRELIMINARY DETERMINATION**

Case No. OH3269005630C

Officer: WW

Dear MR BYERS:

On June 17, 2009, a vehicle operated by CHARLES W BYERS, and driven by CHARLES W BYERS, was inspected within the State of Ohio. As the result of discovery of the following apparent violations the Staff timely notified Respondent pursuant to Rule 4901:2-7-07, O.A.C., that it intended to make a civil monetary assessment against Respondent in the following amount:

Code	Violation
396.3A1BOS	BRAKES OUT OF SERVICE: The number of defective bra
393.47A	Inadequate brakes for safe stopping-1st axle left
392.9a(a)(1)	Operating without the required operating authority

Total Forfeiture Assessed : \$650.00

A conference was conducted pursuant to Rule 4901:2-7-10(B), O.A.C., at which the Respondent had a full opportunity to present any reasons why the violations did not occur as alleged, mitigating circumstances regarding the amount of any forfeiture, and any other information relevant to the action proposed to be taken by Staff.

(continued)

JUNE 17  
W.W.