

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. Procedural History

- A. On April 28, 2010, a vehicle operated by the Respondent and driven by Joseph Burke was inspected within the State of Ohio. The inspection resulted in the discovery of five apparent violations: (1) no identification number on left side of trailer in violation of 49 C.F.R. § 172.331; (2) no identification number on right side of trailer in violation of 49 C.F.R. § 172.331; (3) no identification number on rear side of trailer in violation of 49 C.F.R. § 172.331; (4) no identification number on front side of trailer in violation of 49 C.F.R. § 172.331; and (5) maintenance/accessibility of emergency response information in violation of 49 C.F.R. § 172.602(c)(1).
- B. The Staff timely served the Respondent with a notice of preliminary determination in accordance with O.A.C. Rule 4901:2-7-12 for Case No. OH0841008225C. The total forfeiture assessed the Respondent by the Staff was \$1,170.00 for the alleged violations.
- C. The Respondent made a timely formal request for an administrative hearing pursuant to O.A.C. Rule 4901:2-7-13.

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

- A. The Staff and the Respondent agree that the Respondent will pay a reduced civil forfeiture in the amount of \$819.00. The reduction is based on remedial action taken by the Respondent. Specifically, the Respondent instructed its employees that it is the Respondent's policy to transport only non-hazardous materials. The Respondent provided guidance to its employees to enable them to recognize shipments containing hazardous materials. The Respondent instructed its employees on specific actions to take to ensure that a load does not contain hazardous materials.
- B. For purposes of settlement, and not as an admission or evidence that the violations occurred, the Staff and the Respondent agree that the citations may be included in the Respondent's Safety-Net record and history of violations insofar as they may be relevant for purposes of determining future penalty actions.
- C. The Respondent shall have thirty days from the entry of the Commission order adopting the Settlement Agreement to pay the forfeiture of \$819.00. The payment shall be made using a certified check or money order payable

to "Treasurer State of Ohio" and mailed to PUCO Fiscal, 180 East Broad Street, 4th Floor, Columbus, Ohio 43215-3793. The inspection number (OH0841008225C) should be written on the certified check or money order.

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.

E. This Settlement Agreement is made in settlement of all factual or legal issues in this case. It is not intended to have any effect whatsoever 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 signatory parties agree that this Settlement Agreement is in the best interest of all parties, and urge the Commission to adopt the same. The undersigned respectfully request that the Commission issue an entry or order 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 19th day of October, 2010.

On behalf of the Respondent:


George Siefert

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


Sarah J. Parrot

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