

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of GE Fleet Service LLC,)
Notice of Apparent Violation and Intent)
to Assess Forfeiture)

Case No.13-1264-TR-CVF X
(OH3258004619C)

SETTLEMENT AGREEMENT

I. Introduction

Pursuant to Rule 4901:2-7-11 of the Ohio Administrative Code (O.A.C.), GE Fleet Service LLC ("Respondent") and the Staff of the Transportation Department of the Public Utilities Commission of Ohio ("Staff") enter into this agreement to resolve all issues in the above captioned case.

It is understood by 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 parties' desire to arrive at a reasonable result considering the law, facts, and circumstances. Accordingly, Respondent and the Staff encourage and recommend that the Commission adopt this Settlement Agreement.

This Settlement Agreement is submitted on the condition that the Commission adopts the agreed upon terms. In the event the Commission rejects any part of the Settlement Agreement, or adds to, or otherwise materially modifies its terms, each party shall have the right, within thirty (30) days of the date of the Commission's entry or

order, to file an application for rehearing that includes a request to terminate and withdraw from 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. History

- A. On October 29, 2012, a commercial motor vehicle operated by Respondent was inspected within the State of Ohio.
- B. As a result of the inspection, Respondent was cited for five violations: 49 C.F.R. 383.93(b)(4) (No hazardous materials endorsement on CDL); 49 C.F.R. 172.504 (a) (Vehicle not placarded as required – no placards); 49 C.F.R. 172.301 (a)(1) (No ID# marking on non-bulk package – none on trailer); 49 C.F.R. 387.301 (a) (No evidence of public liability and property damage insurance); and, 49 C.F.R. 177.834 (a) (Package not secure in vehicle – No blocking).
- C. 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 of: \$480, each, for the violations of 49 C.F.R. 383.93 (B)(4) and 49 C.F.R. 172.504 (a); \$960 for the violation of 49 C.F.R. 172.301 (a)(1); \$500 for the violation of 49 C.F.R. 187.301 (a); and, \$640 for the violation

of 49 C.F.R. 177.834 (a). Accordingly, Staff sought a total civil forfeiture of \$3,060.00 for all violations.

- D. Respondent requested an administrative hearing pursuant to 4901:2-7-13, O.A.C.
- E. Respondent explained that it transported the hazardous material cargo involved in this matter under the belief that it was not a hazardous material. To prevent future incidents, Respondent explained that it has taken corrective action by putting in place a driver training course instructing all drivers in how and when to handle Hazmat, training drivers in how to properly secure cargo and when to declare a hazmat load, and training all drivers to call dispatch to clear any cargo that may be Hazmat Certified. Respondent has provided a letter documenting these corrective measures.
- F. 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 Staff and Respondent agree and recommend that the Commission find as follows:

- A. Respondent admits the violations identified above in paragraphs II B. and C. and agrees to pay \$2,142.00 as the civil forfeiture for all the violations.
- B. Respondent will pay the civil forfeiture of \$2,142.00 within thirty (30) days of the Commission's order approving this Settlement Agreement. The

payment shall be made by check or money order made payable to "Treasurer State of Ohio," and shall be mailed to PUCO Fiscal, 180 E. Broad St., 4th floor, Columbus, OH 43215-3793. The case number (OH3258004619C) must appear on the face of the check.

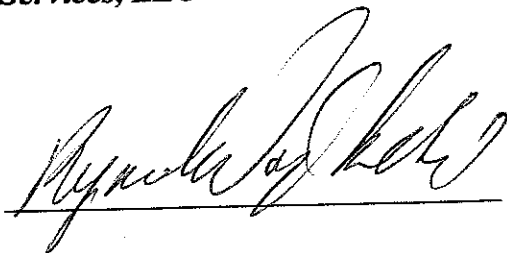
- C. This Settlement Agreement shall not become effective until adopted by the Commission. The date of the entry or order of the Commission adopting the Settlement Agreement shall be considered the effective date of the Settlement Agreement. This Settlement Agreement is intended to resolve the factual or legal issues raised in this case as it relates to the Respondent. This Settlement Agreement is not intended to have any effect whatsoever in any other case or proceeding.

IV. Conclusion

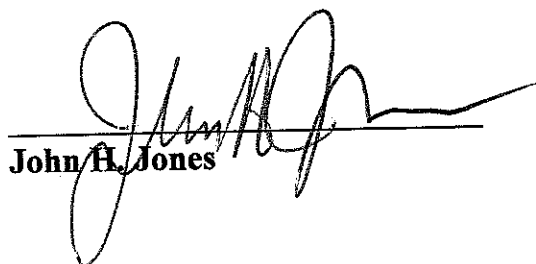
The undersigned respectfully request that the Commission adopt the agreement in its entirety.

The parties manifested their consent and authority to enter into the Settlement Agreement by signing below on this 9 day of 9, 2013.

On Behalf of Respondent, GE Fleet Services, LLC



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, 6th Floor
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Case No(s). 13-1264-TR-CVF

Summary: Agreement Settlement Agreement submitted by Assistant Attorney General John Jones. electronically filed by Kimberly L Keeton on behalf of Public Utilities Commission of Ohio