

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

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In the Matter of Bridge :  
Terminal Transport, Inc. :  
Notice of Apparent : Case No. 13-1825-TR-CVF  
Violation and Intent to :  
Assess Forfeiture. :

- - -

PROCEEDINGS

before Mr. Kerry K. Sheets, Hearing Examiner, at the  
Public Utilities Commission of Ohio, 180 East Broad  
Street, Room 11-C, Columbus, Ohio, called at 10:00  
a.m. on Wednesday, November 13, 2013.

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APPEARANCES:

Mike DeWine, Ohio Attorney General  
By Mr. Steven L. Beeler  
Assistant Attorney General  
Public Utilities Section  
180 East Broad Street  
Columbus, Ohio 43215

On behalf of the staff of the Public  
Utilities Commission of Ohio.

Mr. Doug Turpening  
Regional Safety Manager, Midwest Region  
707 Hart Road  
Columbus, Ohio 43223-3857

On behalf of Bridge Terminal Transport,  
Inc.

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1 Wednesday Morning Session,  
2 November 13, 2013.

3 - - -

4 EXAMINER SHEETS: The Public Utilities  
5 Commission of Ohio has set for hearing at this time  
6 and place case No. 13-1825-TR-CVF, In the Matter of  
7 Bridge Terminal Transport. My name is Kerry Sheets,  
8 I'm an attorney examiner for the Commission, I've  
9 been assigned to hear this case.

10 May I now have the appearances of the  
11 parties, please, starting with staff.

12 MR. BEELER: Thank you, your Honor. On  
13 behalf of the staff of the Public Utilities  
14 Commission of Ohio, Ohio Attorney General Michael  
15 DeWine, Steven Beeler, Assistant Attorney General,  
16 180 East Broad Street, Columbus, Ohio, 43215.

17 EXAMINER SHEETS: Thank you.

18 Now for the respondent, Bridge Terminal  
19 Transport, your name and address.

20 MR. TURPENING: Bridge Terminal  
21 Transport, it's 707 Hart Road, Columbus, Ohio. I'm  
22 Doug Turpening.

23 EXAMINER SHEETS: Okay.

24 MR. BEELER: Thank you, your Honor. At  
25 this time the staff would call Inspector Thomas

1 Michael.

2 EXAMINER SHEETS: Raise your right hand.

3 (Witness sworn.)

4 EXAMINER SHEETS: Be seated.

5 - - -

6 INSPECTOR THOMAS L. MICHAEL

7 being first duly sworn, as prescribed by law, was

8 examined and testified as follows:

9 DIRECT EXAMINATION

10 By Mr. Beeler:

11 Q. Good morning, Mr. Michael.

12 A. Good morning.

13 Q. Could you please state your full name for  
14 the record?

15 A. Thomas L. Michael.

16 Q. Where are you employed?

17 A. I'm employed with the State Highway  
18 Patrol. I am assigned out of the Canton office.

19 Q. Okay. What is your specific position?

20 A. MCEI, which is Motor Carrier Enforcement  
21 Inspector.

22 Q. How long have you been with the Patrol?

23 A. I've been with the Patrol nine years and  
24 six months.

25 Q. What are your duties for the Patrol?

1           A.    My duties are to go out and enforce  
2 commercial motor vehicles to make sure they're safe  
3 to travel the roads.

4           Q.    And what sort of training do you have?

5           A.    I went through the basics back when I  
6 first was assigned or got this position, passed all  
7 the federal tests, and we have additional training on  
8 a yearly basis that we go through.

9           Q.    So you do have continuing education?

10          A.    Yes, sir.

11          Q.    Approximately how many motor carrier  
12 inspections do you complete in a year?

13          A.    Thirteen hundred and above.

14          Q.    Okay. And would you say a chief reason  
15 of your safety inspection is to protect the traveling  
16 public?

17          A.    Absolutely.

18               MR. BEELER: May I approach, your Honor?

19               EXAMINER SHEETS: Yes.

20               MR. BEELER: I'd like to have marked as  
21 Staff Exhibit 1 a driver/vehicle examination report  
22 for the inspection date of April 4th, 2013.

23                       (EXHIBIT MARKED FOR IDENTIFICATION.)

24          Q.    Do you recognize this document?

25          A.    Yes.

1 Q. Is this document a Patrol record?

2 A. Yes.

3 Q. Is it kept in the ordinary course of  
4 business?

5 A. Yes.

6 Q. Is it the practice of the Patrol to make  
7 this report?

8 A. Yes.

9 Q. Do you report on matters observed  
10 pursuant to a duty imposed by law which is there is a  
11 duty to report?

12 A. Yes.

13 Q. Is this document substantially in the  
14 same condition as when you prepared it?

15 A. Yes. The header's a little bit  
16 different, but the information contained is the same.

17 Q. Was the reason for you producing this  
18 report an inspection of a motor vehicle owned by  
19 Bridge Terminal Transport, Inc.?

20 A. It was marked on the carrier as the  
21 carrier being Bridge Transport, that's correct.

22 Q. Do you remember the inspection?

23 A. Yes, I do.

24 Q. And you prepared this report at the  
25 scene; is that correct?

1           A.    Yes.

2           Q.    Just briefly describe how you do that,  
3 how you prepare these reports.

4           A.    Well, this was a full Level 1 inspection  
5 which means every component including the driver,  
6 cargo, and equipment are thoroughly inspected  
7 according to FMCSA guidelines, so this was done, a  
8 full Level 1. I believe this one was done at the  
9 rest area.

10          Q.    Okay. Do drivers get a copy of the  
11 report at the scene?

12          A.    Yes.

13          Q.    Who from Bridge Terminal Transport was  
14 present at the inspection?

15          A.    The driver.

16          Q.    Okay. Could you just briefly describe  
17 some of the information on the report before the  
18 Violations section, just some of the information at  
19 the top of the report.

20          A.    It gives the area, the location of  
21 course, Summit County, the county, milepost, where he  
22 was going, the type of cargo, in this case it was  
23 intermodal.

24          Q.    Okay. Are there violations listed on  
25 this report?



1           A.    Yes, sir, there is.

2           Q.    Briefly just go through the violations  
3 and which violation is at issue in this proceeding.

4           A.    The violations that are listed are the  
5 brakes out of service, and this was on the chassis  
6 only, that's what the first violation noted on the  
7 inspection report says. Twenty percent of the brakes  
8 on the chassis were out of the adjustment range,  
9 hence that vehicle was placed out of service until  
10 the brakes were repaired or adjusted.

11          Q.    And the remaining violations, just  
12 briefly go through those. I understand that the  
13 violation for the brakes out of service is at issue  
14 here, but just briefly explain the other violations.

15          A.    The second violation shows which type of  
16 brake and what the brake stroke was at inspection  
17 site. It was a type 30 regular slot, two -- measured  
18 at two-and-a-half inches. The brake opposite that  
19 particular brake, 4 right type 30 clamp, was allowed  
20 a two inch stroke travel, it was measured at two and  
21 three-eighths. Plate lamp was inoperative on the  
22 chassis. And the last violation was for the truck,  
23 the right side fastener, fifth wheel to frame, the  
24 head bolt was broken off. And that is the extent of  
25 the violations noted.

1 Q. Now, going back to the violation that's  
2 at issue here today, and that is Section 396.3(a)(1),  
3 brakes out of service, have you inspected that type  
4 of violation before?

5 A. Yes.

6 Q. And just please describe that violation  
7 on the day that you did the inspection as you  
8 remember it.

9 A. I'm not sure, to describe it how, sir?

10 Q. Just explain, could you explain the  
11 process of how you discovered the violation.

12 A. Okay. All the brakes are checked. First  
13 I have to determine what type of brake chamber it is,  
14 they're either marked on the clamp end or they'll  
15 have a tag distinguishing what type of brake they are  
16 and what the stroke is.

17 Once I determine that, I'll make a  
18 fixed-point mark on the pushrod, I'll have -- these  
19 are done when the brakes are released, in other  
20 words, air is into the system. The parking brakes  
21 are released. At that point I'll have the driver  
22 step on the brake and I'll go underneath with a tape  
23 measure and measure the rod stroke on the pushrod.

24 Q. Okay. What is your understanding of how  
25 Section 396.3(a)(1) works?

1           A.     Twenty percent of the brakes on the  
2 equipment, once they are out of adjustment or  
3 inoperative, at that point the vehicle and/or  
4 combination will be put out of service until the  
5 brakes are repaired.

6           Q.     Did the driver or carrier dispute this  
7 violation at the scene?

8           A.     No.

9           Q.     What sort of safety risk does this  
10 violation create for Ohio drivers?

11          A.     Very much so, it's how the vehicle stops.  
12 This is a serious violation as far as stopping  
13 capacity of the vehicle.

14          Q.     Okay. So is your testimony according to  
15 your report that the brakes were in violation of  
16 396.3(a)(1)?

17          A.     Yes.

18          Q.     In your experience with intermodal cargo  
19 are brake violations normally the responsibility of  
20 the carrier?

21          A.     Yes.

22          Q.     In your experience is it possible for a  
23 carrier to inspect brakes before the trip?

24          A.     Yes.

25          Q.     How would that be done?

1           A.    Well, there's several ways you can do it.  
2    There's certain devices that they do sell to actually  
3    install on the pushrods to check stroke travel prior  
4    to leaving the yard and/or point of origin on the  
5    brakes.

6                    In addition to -- you can actually, if  
7    the driver does a proper pretrip, you can look  
8    underneath and see the distance between the drums and  
9    the brake linings, and if they're apart  
10   substantially, a quarter inch or more, you can  
11   usually ascertain that the brakes are out of  
12   adjustment.  But they do sell certain devices to put  
13   on the pushrods to check stroke travel.

14           Q.    Are those devices, are they expensive or  
15   inexpensive?

16           A.    Some are.  They sell different types, of  
17   course, and some of the cheaper ones that we were  
18   actually giving away a few years ago, they sell them  
19   at the truck stops, I believe they're six bucks for a  
20   set of four.

21           Q.    Okay.

22                   MR. BEELER:  One second, your Honor.

23           Q.    Is there anything else that you would  
24   find important to note for the Commission that we  
25   haven't talked about?

1           A.    No.

2                   MR. BEELER:  Your Honor, at this point I  
3 would reserve Mr. Michael for any rebuttal testimony,  
4 but I have no further questions at this point.

5                   EXAMINER SHEETS:  Okay.  Do you have any  
6 questions for this witness?

7                   MR. TURPENING:  Yes.

8   - - -

9   CROSS-EXAMINATION

10           By Mr. Turpening:

11                   Q.    Inspector, did you assign those  
12 violations to unit 2?

13                   A.    Yes.

14                   Q.    Okay.  Is the IEP, or the intermodal  
15 equipment provider, do they get a copy of that  
16 inspection to show that there's defects with their  
17 equipment?

18                   A.    Yes.

19                   Q.    Thank you.

20                                   And these were assigned to the intermodal  
21 equipment provider in this case?

22                   A.    When we enter the information into the  
23 ASPEN program, it automatically distinguishes between  
24 the violations on who they're attributed to.  The  
25 report that I generated for the driver and the

1 company, which are the same one, shows the  
2 differences on the ASPEN report.

3 Q. Right. And in this particular case it  
4 showed that it was the intermodal equipment  
5 provider's responsibility or it was their defects.

6 A. Yes.

7 Q. Okay.

8 A. And I can't control one way or the other  
9 which -- I cannot assign them, it does it  
10 automatically.

11 Q. Exactly.

12 A. Yes.

13 Q. Because it stipulates in section 390.42  
14 as to which ones are assigned to the driver, the  
15 motor carrier, or the IEP in this case. All right.

16 MR. TURPENING: That's the only questions  
17 I have.

18 EXAMINER SHEETS: Any redirect?

19 MR. BEELER: Could I have a moment, your  
20 Honor? Could I have a brief moment?

21 EXAMINER SHEETS: Sure.

22 MR. BEELER: No further questions, your  
23 Honor.

24 EXAMINER SHEETS: You're excused.

25 (Witness excused.)

1 MR. BEELER: Again, I would reserve  
2 Mr. Michael for rebuttal if necessary.

3 EXAMINER SHEETS: Do you have any further  
4 witnesses?

5 MR. BEELER: I do, your Honor. Staff  
6 would call Mr. Joseph Turek.

7 - - -

8 JOSEPH TUREK

9 being first duly sworn, as prescribed by law, was  
10 examined and testified as follows:

11 DIRECT EXAMINATION

12 By Mr. Beeler:

13 Q. Good morning, Mr. Turek. Please state  
14 your full name for the record.

15 A. Joseph Turek.

16 Q. Where are you employed?

17 A. Public Utilities Commission.

18 Q. What is your position at the Commission?

19 A. I am the staff attorney for the  
20 Transportation Department of the Public Utilities  
21 Commission and also a supervisor within the  
22 compliance division of the Transportation Department.

23 Q. How long have you been in that supervisor  
24 position?

25 A. Approximately seven months. I have been

1 a staff attorney for a little over, about three years  
2 now.

3 Q. Okay. What are your duties in your  
4 position?

5 A. Obviously, as an attorney, I advise the  
6 staff as to legal issues and assist the attorney  
7 general, as I am today, here with matters that go to  
8 hearing. In my supervisory role I resolve day-to-day  
9 civil forfeiture matters within the department.

10 Q. Just explain generally how your staff  
11 determines the amount of forfeitures in these cases.

12 A. There's a fine schedule that we have and  
13 all the violations are on that and they're just  
14 assessed per that fine schedule.

15 Q. Does the Commission apply that process  
16 uniformly to all drivers, carriers, and shippers?

17 A. Yes.

18 MR. BEELER: May I approach the witness,  
19 your Honor?

20 EXAMINER SHEETS: You may.

21 MR. BEELER: I would like to have marked  
22 as Staff Exhibit 2 a notice of preliminary  
23 determination dated August 9th, 2013.

24 (EXHIBIT MARKED FOR IDENTIFICATION.)

25 Q. Do you recognize this document?



1           A.    Yes.

2           Q.    What is it?

3           A.    It's the notice of preliminary  
4           determination that was issued in this case.

5           Q.    Was it prepared by you or under your  
6           direction?

7           A.    It was prepared by our staff in the  
8           furtherance of their duties.  I have reviewed it for  
9           purposes of this case.

10          Q.    Is this document a Commission record?

11          A.    It is.

12          Q.    Is it kept in the ordinary course of  
13          business?

14          A.    Yes.

15          Q.    Is it the practice of the Commission to  
16          make this report and send it to respondents?

17          A.    Yes.

18          Q.    Is this document -- scratch that.  
19                What does that document say?

20          A.    This was the document that was issued to  
21          the respondent after they had a staff conference, it  
22          basically notifies the respondent that we are  
23          assessing a \$100 civil forfeiture for the violation  
24          in this matter.

25          Q.    So the hundred dollar forfeiture in this

1 case, is that consistent with the recommended fine or  
2 penalty schedule and recommended civil penalty  
3 procedure adopted by the Commercial Motor Vehicle  
4 Safety Alliance?

5 A. Yes.

6 Q. And that forfeiture amount is a hundred  
7 dollars, correct?

8 A. That is correct.

9 Q. Is that a correct forfeiture amount in  
10 this case?

11 A. Yes. I've reviewed this, it was  
12 calculated correctly and in accordance with the fine  
13 schedule.

14 Q. Okay. Would you recommend this amount to  
15 the Commission?

16 A. Yes.

17 Q. Okay. Turning to just some more general  
18 questions about this type of violation, why has staff  
19 historically considered brake violations carrier  
20 violations and not intermodal equipment provider  
21 violations?

22 A. It has been staff's long-standing  
23 practice to assess these kinds of violations to  
24 carriers regardless if the chassis is an intermodal  
25 or if it's a trailer. We see no difference between a

1 regular trailer and an intermodal chassis; the  
2 carrier is the one who has put it on the road.

3           There is just simply no difference  
4 between these sorts of trailers that a regular  
5 trailer should be assessed to the carrier and the  
6 other -- I'm sorry, the intermodal chassis should be  
7 assessed to the intermodal equipment provider. To us  
8 there's no difference. The carrier is responsible  
9 for the piece of equipment that it is putting on the  
10 road.

11           Q. Is the chassis different than any other  
12 equipment on the truck?

13           A. No. I mean, it's a trailer.

14           Q. Okay. Is this a situation where the  
15 carrier could have included some sort of protection  
16 in its agreements with the IEP provider?

17           A. I don't see why not. Oftentimes we see,  
18 especially with owner-operator -- owner-operator  
19 contracts whereby the carrier, I'm sorry, whereby it  
20 no longer leases on to the carrier and, basically,  
21 these agreements always say that if an owner-operator  
22 gets fined or penalized for a defect on their  
23 equipment, the carrier is going to pass any fine on  
24 to that owner-operator.

25           So it's the same situation we have here.

1 You're basically leasing a piece of equipment that  
2 you don't own and you are going to be held  
3 responsible for any violations that are found on that  
4 equipment whether or not you own it or you're leasing  
5 it. And, again, the intermodal -- leasing this piece  
6 of intermodal equipment is no different than leasing  
7 a trailer. Even leasing a, you know, a tractor from  
8 an owner-operator, what have you, no difference.

9 Q. So that's a good business practice you've  
10 seen in your experience in the --

11 A. That is what I have seen in my experience  
12 in these kinds of agreements. I can't specifically  
13 say for intermodal, but I have seen them for  
14 owner-operator agreements certainly.

15 Q. Do the Federal Motor Carrier regulations  
16 specify who should be fined for this type of brake  
17 violation?

18 A. It does not. The regulations do not  
19 state which entity a state agency can fine for  
20 violations found on intermodal equipment.

21 Q. So nothing in the regulations that you're  
22 aware of prevents the Ohio Commission from fining the  
23 carrier in this case?

24 A. No. And, if I may add, I think as a  
25 matter of policy the carrier should be held

1 responsible, otherwise, what is the incentive for the  
2 carrier to do business with IEPs that provide  
3 well-maintained equipment, you know, should a carrier  
4 be let off the hook, essentially, and not have to,  
5 you know, have any responsibility for the equipment  
6 it puts on the road and the people -- and the  
7 companies they do business with.

8 Q. Is there anything else important that you  
9 would note for the Commission that we haven't talked  
10 about here?

11 A. No.

12 MR. BEELER: No further questions at this  
13 point, your Honor.

14 EXAMINER SHEETS: Do you have any  
15 questions?

16 MR. TURPENING: Yes.

17 - - -

18 CROSS-EXAMINATION

19 By Mr. Turpening:

20 Q. To use your term "let off the hook," so  
21 it's the PUCO's position to let the IEP off the hook  
22 then?

23 A. There is -- traditionally, we have not  
24 assessed violations against IEPs. I believe that  
25 the -- it is a gray area and I'm not sure that, I am

1 not sure that we have statutory jurisdiction over  
2 IEPs. I think it's a gray area that has not been  
3 addressed.

4 Q. And I think that is the issue is that you  
5 have not adopted what the federal regulations have  
6 put into effect in the past five years where --  
7 holding the IEPs responsible. And the PUCO has not  
8 moved forward and adopted those positions. And it's  
9 still -- the feds don't regulate who fines anybody  
10 anyways, it's up to the PUCO. So the feds have no  
11 control over that anyways.

12 A. I agree, the feds do not state whose  
13 state agency can fine.

14 Q. Okay.

15 A. If I just may -- if I just may respond to  
16 one other point you made.

17 Q. Sure.

18 A. We have adopted the federal regulations  
19 up through March of 2011 or so. Even through  
20 adoption, though, we would still need statutory  
21 jurisdiction to enforce anything against IEPs. You  
22 know, the statute talks about motor carriers and  
23 drivers, things like that. Whether we can regulate  
24 IEPs is a gray area. It's not been decided. It's up  
25 in the air.

1           Q.    Okay.  The federal regs have spelled it  
2 out, though, for you that the IEP is responsible and  
3 they have it out there which items are responsible.

4           A.    I agree that the federal regulations do  
5 talk about that in terms of safety ratings.  It has  
6 nothing to do with who's getting fined for the  
7 violations found.

8           Q.    Right, the feds don't control the fines.

9           A.    The feds do not control the fines.

10          Q.    Who is responsible for the equipment is  
11 who they've spelled out.  And they even designate  
12 specific violations, which ones are assigned to the  
13 driver, which ones are assigned to the carrier, which  
14 ones are assigned to the IEP in this case.

15          A.    For purposes of --

16          Q.    But the PUCO has not adopted that.

17          A.    For purposes of safety ratings, that is  
18 what the FMCSA does.

19          Q.    No, it's not a safety rating.  That's  
20 under the COMPASS program.  That's the SAFER program  
21 you're talking about.  We're talking about the  
22 federal regulations that they have in place.

23          A.    Yes.  Yes, there are some violations they  
24 did attribute to the IEP, some violations they  
25 attribute to the motor carrier.

1           Q.    So it is the PUCO's position, then, to  
2 basically let the IEPs off the hook, then, by letting  
3 them put equipment out there that is not -- it's not  
4 discoverable by a driver doing a pretrip inspection,  
5 which they do.  If they can't find it on a pretrip  
6 inspection, they're not held accountable for it on a  
7 roadside inspection, and that's why it's assigned on  
8 there.  That's why the inspector's program  
9 automatically populates it to the IEP, because they  
10 know it's not discernible on a pretrip inspection, so  
11 it goes to the IEP.

12                    So you choose not to follow through with  
13 that course?

14           MR. BEELER:  Your Honor, I'm just going  
15 to object that Mr. Turek wouldn't have the knowledge  
16 of how the preinspection works and, also, it was just  
17 a -- I'll just leave the objection at that.  He  
18 wouldn't have the knowledge to answer that question.

19           EXAMINER SHEETS:  Go ahead.  If you can  
20 answer the question, go ahead.  If you can't, then  
21 say so.

22           A.    Again, I'll just reiterate, there are  
23 some violations that do get attributed to the IEP  
24 through the ASPEN program.  There are some attributed  
25 to the motor carrier.  Again, it has nothing to do



1 with who can be fined and who the state should fine  
2 or can be fined for the violations. Again, this has  
3 been a long-standing practice of the Commission to  
4 fine carriers for violations found on intermodal  
5 equipment.

6 Q. It has been long-standing because this is  
7 a new change.

8 MR. TURPENING: The IEPs, for the court's  
9 information, the ship liners own the chassis, which  
10 is -- in this case the trailers are chassis that  
11 carries the box. They, traditionally, are just not  
12 charged for those. That is part of the agreement  
13 that they have with the ocean carriers.

14 Five years ago the federal regulations  
15 have adopted that and found that, okay, now they're  
16 holding them responsible for their equipment that  
17 they're putting out on the highway.

18 EXAMINER SHEETS: You have to ask  
19 questions.

20 MR. TURPENING: I'm sorry. I was  
21 putting -- all right.

22 Q. So, anyways, so the PUCO has not adopted  
23 those changes, why? Because it's been, what,  
24 long-standing you said. So you've never done it  
25 before, that's why you're not doing it now?

1           A.    I'm not sure what you mean by --

2           Q.    Well, let me rephrase it, then.  So you  
3 don't hold the IEPs responsible now because you never  
4 have before; is that pretty much the premise?

5           A.    I don't know if I can answer it that way.  
6 Again, we have not held IEPs responsible, there may  
7 be some questions about statutory jurisdiction over  
8 IEPs.

9           MR. TURPENING:  Okay.  Thank you.  That's  
10 all I have.

11          EXAMINER SHEETS:  Any on redirect?

12          MR. BEELER:  No, I don't think I need any  
13 redirect.

14          EXAMINER SHEETS:  You're excused.

15          (Witness excused.)

16          MR. BEELER:  At this point, your Honor,  
17 staff would move for the admission of Staff Exhibit 1  
18 and Staff Exhibit 2 into the record.

19          EXAMINER SHEETS:  I will admit those  
20 exhibits into evidence at this time.

21          (EXHIBITS ADMITTED INTO EVIDENCE.)

22          MR. BEELER:  And also, again, I would  
23 just renew that I reserve Mr. Turek and Mr. Michael  
24 for rebuttal if necessary.

25          EXAMINER SHEETS:  Okay.  Now let's go off

1 the record.

2 (Discussion off the record.)

3 EXAMINER SHEETS: Let's go back on the  
4 record.

5 MR. BEELER: Thank you, your Honor.  
6 Mr. Turpening and myself, attorney with the staff,  
7 just discussed basically kind of the scope of the  
8 hearing before and we would like to stipulate that  
9 there's no disagreement over whether this was a  
10 proper inspection. So the inspection and the fine  
11 are correct in this case, so there's no dispute over  
12 facts.

13 The only remaining issue is more of a  
14 legal nature and that is who should be responsible  
15 for the fine in the case, and that's either the motor  
16 carrier or the IEP provider. So we can stipulate  
17 there's no dispute to the facts and we would just ask  
18 that the legal issue be briefed and presented to the  
19 Commission.

20 EXAMINER SHEETS: Do you agree with that?

21 MR. TURPENING: Yes.

22 EXAMINER SHEETS: All right. Let's go  
23 off the record here briefly and we'll discuss a  
24 briefing schedule.

25 (Discussion off the record.)

1                   EXAMINER SHEETS: Go back on the record.  
2                   The parties have agreed to file briefs, simultaneous  
3                   briefs, on January 10th.

4                   Is there any more to add?

5                   MR. TURPENING: No.

6                   MR. BEELER: No, your Honor.

7                   EXAMINER SHEETS: I'll consider this  
8                   matter concluded and submitted on the record, and I  
9                   thank you all for coming.

10                  (The hearing concluded at 10:33 a.m.)

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CERTIFICATE

I do hereby certify that the foregoing is a true and correct transcript of the proceedings taken by me in this matter on Wednesday, November 13, 2013, and carefully compared with my original stenographic notes.

Maria DiPaolo Jones, Registered  
Diplomate Reporter and CRR and  
Notary Public in and for the  
State of Ohio.

My commission expires June 19, 2016.  
(73871-MDJ)

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**Case No(s). 13-1825-TR-CVF**

Summary: Transcript in the matter of Bridge Terminal Transport, Inc. hearing held on 11/13/13 electronically filed by Mrs. Jennifer Duffer on behalf of Armstrong & Okey, Inc. and Jones, Maria DiPaolo Mrs.