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DOCKETING DIVISION
Public Utilities Commission of Ohio

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BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of a Complaint Pursuant to :
Rule 4901:2-7-12, Ohio Administrative : Case No. 96-577-TR-CVF
Code, against Aetna Freight Lines, Inc., :
2507 Youngstown Road, S.E., P.O. Box 350, :
Warren, Ohio 44482 :
Respondent. :

SETTLEMENT AGREEMENT

This Agreement was reached between Aetna Freight Lines, Inc., (Respondent) and the Staff of the Public Utilities Commission of Ohio (Staff), the Complainant, pursuant to Rule 4901:2-7-11(A), Ohio Administrative Code (O.A.C.).

In order to fully resolve the issues presented in the Public Utilities Commission of Ohio's (PUCO) Case No. 96-577-TR-CVF, the Staff and the Respondent hereby stipulate and agree to the following terms and conditions:

- 1) On November 17, 1995, in Case No. 95-565-TR-CSS, a vehicle operated by the Respondent was inspected by Staff. 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 for the following violations:

49 C.F.R. § 393.209(d) Loose/worn steering component
49 C.F.R. § 396.3(a)(1) Brakes out of adjustment
49 C.F.R. § 393.47 Brake lining/pad inadequate

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business. Technician *[signature]* Date Processed *10-9-96*

49 C.F.R. § 393.207(a) Axle parts cracked/broken

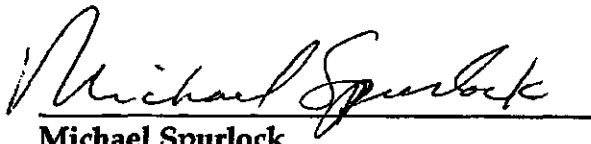
The total civil forfeiture amount for the violations is \$700.00.

- 2) 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.
- 3) For purposes of settlement, and not as an admission or evidence that the violations occurred, Respondent agrees that the following violations may be included in the Respondent's Safety-Net record and in Respondent's history of violations insofar as they may be relevant for purposes of determining future penalty actions:
 - 49 C.F.R. § 393.209(d) Loose/worn steering component
 - 49 C.F.R. § 396.3(a)(1) Brakes out of adjustment
 - 49 C.F.R. § 393.207(a) Axle parts cracked/broken
- 4) The Respondent agrees to make payment of a civil forfeiture of five hundred dollars (\$500.00) within fifteen days after the effective date of this Settlement Agreement.
- 5) The Agreement reflected in this Stipulation is contingent upon its acceptance by the Commission and becomes effective when made an order of the Commission. In the event this Commission should reject all or part of this Stipulation or add conditions or modifications, the Parties shall have the right, within fifteen (15) days of the Commission's order, to either file an application for rehearing or terminate and withdraw the Stipulation by filing a notice with the Commission. Upon rehearing, any party may terminate and withdraw the Stipulation by filing a notice with the Commission within

fifteen (15) days of the Commission's order on rehearing. Upon notice of termination or withdrawal by any party, pursuant to the above provisions, the Stipulation shall immediately become null and void. In such event, this proceeding shall be reopened and hearings shall go forward promptly upon all matters to the proceeding (unless otherwise stipulated hereafter) and the terms of this Stipulation shall not be deemed binding upon the parties hereto. In such circumstances, this Stipulation and Recommendation shall not be admissible for any purpose other than the enforcement of this paragraph.

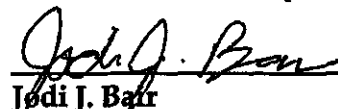
- 6) Respondent understands that this Agreement may be adopted by the Commission as its order without notice pursuant to Rule 4901:2-7-11(D), O.A.C. If Respondent defaults in its obligations under this Agreement, the Commission may set this Agreement aside and order the Respondent to pay the amount indicated in the Notice of Intention to Assess Forfeiture served in this case, pursuant to Rule 4901:2-7-11(E), O.A.C.
- 7) This Agreement, which is subject to the Rules of the Commission, constitutes the entire agreement of the parties.

On Behalf of
Aetna Freight Lines Inc.



Michael Spurlock
Beery & Spurlock Co., L.P.A.
Attorneys at Law
275 East State Street
Columbus, OH 43215
(614) 228-8575
FAX: (614) 228-1408

On Behalf of the Staff of
The Public Utilities Commission
of Ohio



Jodi J. Barr
Assistant Attorney General
Public Utilities Section
180 East Broad Street
Columbus, OH 43215-3793
(614) 466-4396
FAX: (614) 644-8764