

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Complaint of
Randald N. Perry, dba Perry Rentals,

Complaint,

v.

Miller Boat Line, Inc.,

Respondent.

Case No. 91-24-WT-CSS

STIPULATION AND SETTLEMENT AGREEMENT

The Respondent, Miller Boat Line, Inc. (MBL), the Staff of Transportation Section of the Public Utilities Commission (Staff), Randald N. Perry (one of "the Complainants"), Peter J. Polumbo (one of "the Complainants"), and Charles Wenger (one of "the Complainants") hereby respectfully submit this stipulation and settlement agreement to fully resolve the interests of all involved parties. The undersigned parties agree to the following terms of settlement, and do hereby certify that said terms are reasonable and fair:

1. On January 2, 1991, a letter from Randald N. Perry dated December 28, 1990 was docketed with the Public Utilities Commission (the Commission). The letter served as a formal complaint against MBL relative to its policy of allowing and refusing passage of certain automobiles during restricted hours/days on its ferry. The ferryline relevant to the complaint is operated between Catawba Island, Ohio and South Bass Island (Put-In-Bay), Ohio.
2. On May 31, 1991, a letter from Peter J. Polumbo dated May 23, 1991 was docketed with the Commission. Mr. Polumbo's letter was also treated as a formal complaint as to the same policies of MBL, and by Entry of June 24, 1991, he was made a party to this proceeding.

3. On July 17, 1991, a letter from Charles Wenger dated July 4, 1991, was docketed with the Commission. Mr. Wenger's letter complained of MBL's policy regarding the transport and loading/unloading of motorcycles. Although Mr. Wenger's complaint was received too late for him to be made a formal party in this proceeding, he has been made a party to this stipulation which addresses his concerns, so as to fully resolve the issues raised in his complaint letter.
4. On August 13, 1991, a letter from Daniel M. Kover was received by the Commission. Mr. Kover alleged that, on August 2, 1991, transportation of his automobile was refused by Miller Boat Line, notwithstanding that he allegedly had reservations that night at a hotel on South Bass Island. Although Mr. Kover's letter was received too late to be considered a formal complaint in this docket, the underlying problem is addressed in this settlement agreement and Mr. Kover has been made a party to the settlement agreement.
5. MBL agrees to the following terms of settlement:
 - A. MBL will employ the following policy with regard to transporting automobiles. MBL will transport up to 325 automobiles to South Bass Island from Catawba Island, the occupants of such vehicles having indicated they expect to return on Sunday (or holiday Monday). The count to 325 shall be continuous and ongoing, i.e., MBL will ask each vehicle being transported when it expects to return and will "tabulate" each vehicle to return on Sunday. The 325 tally shall include recreational vehicles and trailers. At such time as the ranger from South Bass Island contacts MBL to indicate that the campsites for the weekend are all occupied, MBL shall only transport automobiles to South Bass for those persons that fall into one or more of the following categories: (i) owners or lessees of real property located on South Bass Island; (ii) guests of those real property owners or lessees; (iii) persons with lodging accommodations on the island for Friday and/or Saturday night; (iv) employees of any business establishment or employer on the island; (v) persons who have mooring buoys; and (vi) handicapped or physically disabled persons who object to using the public transportation available on the island, upon being informed of such alternative. The policy shall only restrict transportation of automobiles from South Bass Island to Catawba Island, and shall only be in effect as specified above;
 - B. MBL will make a good faith effort to inquire and investigate into the authenticity of a person's claim that they fall into one of the

- categories listed in paragraphs ~~4.A(i)~~^{4.A(i)} through ~~4.A(vi)~~^{4.A(vi)}. Such an inquiry will include, but is not limited to, MBL staff using a telephone or telecopier to confirm a reservation or invitation. MBL will accept the authenticity of documents purporting to show that a person falls into one of the categories listed in paragraphs ~~4.A(i)~~^{4.A(i)} through ~~4.A(vi)~~^{4.A(vi)}, unless MBL has a clearly appropriate reason to believe that such a document is not authentic.
- C. MBL will establish a reasonable ^{method} of administering the policy described in paragraph ~~4.A~~^{4.A}, including but not limited to conducting employee meetings/training, creating and distributing the policy in written form, and inserting a simple description of the policy in all promotional pamphlets/literature hereinafter printed;
- D. MBL will make application to the Commission to amend its operating tariff by including a description of the policy described in paragraph ~~4.A~~^{4.A}; and
- E. MBL will develop a reasonable labor charge for loading/unloading motorcycles as freight that will be submitted for Commission approval and included in its new tariff.
6. The parties to this agreement submit that the policy described in paragraph ~~4.A~~^{4.A} is the most equitable solution to the legitimate transportation problem encountered by MBL relative to weekend tourism at South Bass Island. Said policy limits the number of automobiles taken over on the weekend to the approximate number of automobiles that may be reasonably expected to be transported off the island on Sunday (or holiday Monday). Further, several forms of public transportation (buses, taxis, rental bicycles, rental golfcarts, etc.) are always available for those persons who are prevented from taking their automobiles over to the island.
7. The terms of this stipulation will not be binding on the Commission in the tariff amendment proceedings discussed in paragraphs ~~4.C~~^{4.C} and ~~4.D~~^{4.D}. However, this stipulation will serve to fully resolve Docket Number 91-24-WT-CSS.
8. If the Commission fails to dismiss this matter based on the Stipulation and Settlement Agreement submitted by the parties, rejects all or part of said agreement, adds to, or otherwise materially modifies its terms, the Stipulation and Settlement Agreement shall be deemed withdrawn by all parties, shall not constitute a part of the record in this proceeding, and shall not be used for any other proceeding or purpose. In such case, the parties shall proceed with their collective right to conduct an

evidentiary hearing in this matter and fully litigate the issues raised herein.

9. This agreement, which is subject to the Commission's rules, constitutes the entire agreement of the parties.

Miller Boat Line, Inc.

Transportation Department of the
Public Utilities Commission of Ohio


By: William C. Mazer

Date: September 16, 1991

By: Steve Kase

Date: September 5, 1991

Randald N. Perry


By: 
Date: September 11, 1991

Daniel Kover

By: 

Date: 10/7/91

Peter J. Polumbo

By: 

Date: September 16, 1991