

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of Select Transportation	:	Case No. 20-912-TR-CVF
Inc., Notice of Apparent Violation and	:	(OH3217300202C)
Intent to Assess Forfeiture.	:	

SETTLEMENT AGREEMENT

I. Introduction

Pursuant to Ohio Adm.Code 4901:2-7-11(C), Select Transportation, Inc. (Respondent) and the Staff of the Transportation Department of the Public Utilities Commission of Ohio (Staff) enter into this settlement agreement and request the approval of the Commission.

It is understood by the 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 Respondent's and the Staff's desire to arrive at a reasonable result considering the law, facts and circumstances. Accordingly, the Respondent and the Staff believe that the Commission should approve this settlement agreement.

This settlement agreement is submitted on the condition that the Commission approves the agreed upon terms. The Parties agree that if the Commission rejects all or any part of this Settlement Agreement or otherwise materially modifies its terms, either Party shall have the right, within thirty (30) business days of the Commission's order, either

to file an application for rehearing or to terminate and withdraw from this agreement by filing a notice with the Commission. If an application for rehearing is filed, and if the Commission does not, on rehearing, approve the settlement agreement without material modification, either Party may terminate and withdraw from this agreement by filing a notice with the Commission within ten (10) business days of the Commission's order or entry on rehearing. In such an event, a hearing shall go forward, and the Parties shall be afforded the opportunity to present evidence through witnesses, to cross-examine all witnesses, to present rebuttal testimony, and to file briefs on all issues.

II. Procedural History

- A. On February 20, 2020, a commercial motor vehicle operated by Select Transportation Inc. (Respondent) was inspected within the State of Ohio.
- B. As a result of the inspection, on February 22, 2020, the Respondent was served with a Notice of Apparent Violation and Intent to Assess Forfeiture (NIF) in accordance with Ohio Adm.Code 4901:2-7-07 that notified the Respondent that Staff intended to assess a civil forfeiture of \$1,140.00 for violation of 49 C.F.R. §177.834(J), (Manholes and valves not closed or leak free).
- C. Pursuant to Ohio Adm.Code 4901:2-7-10, Respondent made a timely request for conference. A conference was held where Respondent had the opportunity to present reasons why the violations did not occur as alleged, mitigating circumstances regarding the amount of the forfeiture, reasons why

the compliance order may be unjustified, or any other information relevant to the action proposed to be taken.

- D. On April 4, 2020, the Respondent was served with a Notice of Preliminary Determination (NPD) in accordance with Ohio Adm.Code 4901:2-7-12 that notified the Respondent that Staff intended to assess a civil forfeiture of \$1,140.00 for violation of 49 C.F.R. §177.834(J), (Manholes and valves not closed or leak free).
- E. The Respondent then requested an administrative hearing pursuant to Ohio Adm.Code 4901:2-7-13. A prehearing was held on June 17, 2020.
- F. The parties have negotiated this settlement agreement which the parties believe resolves all the issues raised in the NPD.

III. Settlement Agreement

The Staff and the Respondent agree and recommend that the Commission find as follows:

- A. For purposes of settlement, Respondent agrees that the violation listed above, and listed in the NPD may be included in Respondent's history of violations.
- B. For purposes of settlement, Staff agrees to reduce the amount of the civil forfeiture from \$1,140.00 to \$798.00 and Respondent agrees to pay the amount of \$798.00 in order to resolve this case. Respondent shall pay the \$798.00 civil forfeiture within 30 days after the Commission's order approving this Settlement Agreement. The payment shall be made payable to "Treasurer State of Ohio," and they shall be mailed to PUCO, Attn: CF

Processing, 180 E. Broad St., 4th floor, Columbus, OH 43215-3793. The case number (OH3217300202C) should 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 this settlement agreement shall be considered the effective date of the settlement agreement.
- D. In accordance with Ohio Adm.Code 4901:2-7-14(D), if the Respondent fails to comply with the provisions of this settlement agreement for a period exceeding 30 days, Respondent shall be in default and shall be deemed to have admitted the occurrence of the violation and waived all further right to contest liability for the forfeiture proposed in the notice of intent to assess forfeiture.
- 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

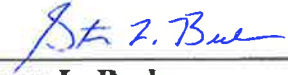
The Signatory parties agree that this settlement agreement is in the best interest of all parties, and urge the Commission to approve the same. The undersigned respectfully request that the Commission issue an entry in accordance with the terms set forth in this settlement agreement. The parties have manifested their consent to the settlement agreement by affixing their signatures below.

On behalf of Select Transportation, Inc.

/s/ 
Lon Wilson
5055 Nike Dr.
Hilliard, OH 43026

Date: 8/18/20

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

/s/ 
Steven L. Beeler
Assistant Attorney General
Public Utilities Section
30 East Broad Street, 16th Floor
Columbus, OH 43215

Date: 8/19/20

SCANNED
AUG 18 2020
ENT EMAIL

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

8/19/2020 12:10:39 PM

in

Case No(s). 20-0912-TR-CVF

Summary: Agreement Settlement Agreement electronically filed by Mrs. Kimberly M Naeder
on behalf of PUCO