

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of Ohio Boat Transport	:	Case No.	21-1180-TR-CVF
and Logistics LLC, Notice of Apparent	:		(22-CR-471606)
Violation and Intent to Assess	:		
Forfeiture.	:		

SETTLEMENT AGREEMENT

I. Introduction

Pursuant to 4901:2-7-11 of the Ohio Administrative Code (Ohio Adm.Code), Ohio Boat Transport and Logistics LLC (Respondent) and the Staff of the Transportation Department of the Public Utilities Commission of Ohio (Staff) enter into this Settlement Agreement and urge the Commission to adopt the same.

It is understood by the Respondent and Staff (jointly, Signatory Parties) that this Settlement Agreement is not binding upon the Public Utilities Commission of Ohio (Commission). This Settlement Agreement, however, is based on the Signatory Parties' desire to arrive at a reasonable result considering the law, facts and circumstances. Accordingly, the Signatory Parties believe that this Settlement Agreement should be approved by the Commission.

This Settlement Agreement is submitted on the condition that the Commission adopts the agreed upon terms in their entirety and without material modification. The Signatory Parties agree that if the Commission rejects all or any part of this Settlement Agreement or otherwise materially modifies its terms, either Signatory 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 Settlement Agreement by filing a notice with the Commission. If an application for rehearing is filed, and if the Commission does not adopt the Settlement Agreement without material modification, or if the Commission makes a material modification to any Order adopting the Settlement Agreement pursuant to any reversal, vacation and/or remand by the Supreme Court of Ohio, then either Signatory Party may terminate and withdraw from this agreement by filing a notice with the Commission within ten (10) days of the Commission's Entry on Rehearing or Order. In such an event, a hearing shall go forward, and the Signatory 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 July 29, 2021, Staff conducted a compliance review of Respondent's facility. The inspection resulted in the discovery of four (4) violations of the Federal Motor Carrier Safety regulations, two (2) violations of the Ohio Administrative Code, and one (1) violation of the Ohio Revised Code. The violations were:

- (1) failure to conduct an annual query in violation of 49 C.F.R.
382.701(b)(1);
- (2) failure to register in the Clearinghouse in violation of 49 C.F.R.
382.711(b);

- (3) inadequate or no financial responsibility in violation of 49 C.F.R. 387.7(a);
 - (4) operating without the required operating authority in violation of 49 C.F.R. 392.9a(a)(1);
 - (5) failure to register as required by the unified carrier registration agreement in violation of Ohio Adm.Code 4901:2-15-03(A);
 - (6) inadequate or no financial responsibility in violation of Ohio Adm.Code 4901:2-5-03; and
 - (7) operating a commercial motor vehicle in Ohio without a certificate of public convenience and necessity in violation of R.C. 4921.03(A).
- B. On August 17, 2021, Respondent was timely served with a notice of apparent violation and intent to assess forfeiture for Case No. 22-CR-471606 in accordance with Ohio Adm.Code 4901:2-7-07(A).
- C. On October 13, 2021, Respondent was timely served with a notice of preliminary determination (NPD) in accordance with Ohio Adm.Code 4901:2-7-12, for Case No. 22-CR-471606. The NPD assessed Respondent \$4,900.00 for the violations listed in paragraph II.A.
- D. On November 15, 2021, Respondent made a formal request for an administrative hearing pursuant to Ohio Adm.Code 4901:2-7-13. On February 8, 2022, the Signatory Parties attended a settlement conference, where Respondent had the opportunity to present mitigating circumstances.

- E. The Signatory Parties have negotiated this Settlement Agreement which they believe resolves all the issues raised in the notice of preliminary determination.

III. Settlement Agreement

The Signatory Parties agree and recommend that the Commission find as follows:

- A. Respondent agrees to violations of the Federal Motor Carrier Safety Administration regulations, the Ohio Administrative Code, and the Ohio Revised Code as specified in paragraph II.A of this Settlement Agreement, and recognizes that they may be included in the Respondent's Safety-Net Record and Respondent's history of violations insofar as they may be relevant for purposes of determining future penalty actions.
- B. This Settlement Agreement shall not become effective until approved by an Opinion and Order of the Commission. The date of the entry of the Commission order adopting the Settlement Agreement shall be considered the effective date of the Settlement Agreement.
- C. The Respondent agrees to make payment of a civil forfeiture of \$2,940.00 for the violations listed in paragraph II.A.
- D. Payment shall be made in twenty-four (24) monthly payments, with the first payment beginning thirty (30) days from the Commission approval of this Settlement Agreement.
- E. Payment shall be made payable to "Public Utilities Commission of Ohio," and it shall be mailed to PUCO FISCAL, 180 E. Broad St., 4th floor,

CVF should appear on the face of the check.

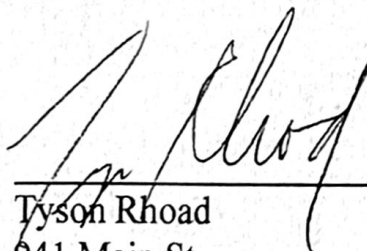
- F. This Settlement Agreement is made in settlement of all factual or legal issues in this case. It is not intended to have any effect whatsoever in any other case or proceeding, except as described in paragraph A.

III. Conclusion

The Signatory parties agree that this Settlement Agreement is in the best interest of all parties, and urge the Commission to adopt 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 this 28 day of February, 2022.

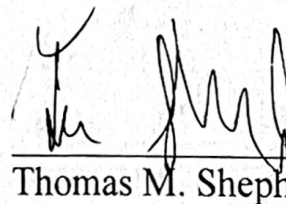
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**This foregoing document was electronically filed with the Public Utilities
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in

Case No(s). 21-1180-TR-CVF

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