

**BEFORE THE
UNITED STATES DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION**

IN THE MATTER OF:

**Cascade Columbia Distribution Company

(Respondent),**

PHMSA Case No. 11-0284-SB-WE

COMPROMISE ORDER

By this Order I find that Cascade Columbia Distribution Company (Respondent) committed five (5) violations of the Hazardous Materials Regulations (HMR), 49 C.F.R. Parts 171-180. Accordingly, I assess Respondent a \$7,895 civil penalty for these violations.

I. Summary

Respondent: Cascade Columbia Distribution Company

No. of Violations: 5

Maximum Possible Civil Penalty: \$275,000

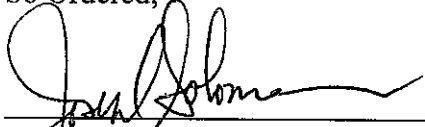
Total Payment Due: \$7,895

II. Finding

This matter comes before me after Cascade Columbia Distribution Company (Respondent) and the Pipeline and Hazardous Materials Safety Administration agreed to a disposition of this case. I find Respondent committed the violations described in the Compromise Agreement (Agreement), which I have attached hereto. I have reviewed the Agreement and I find that the terms as outlined therein are in the best interest of justice.

The Agreement, in its entirety, is incorporated and attached to this Order. All of the terms and conditions of the Agreement shall be given the full force and effect of an Order issued pursuant to the Federal hazardous materials transportation law, 49 U.S.C. § 5101, et seq., or the Hazardous Materials Regulations, 49 C.F.R. Parts 171 – 180.

So Ordered,



Vanessa Allen Sutherland
Chief Counsel
Pipeline and Hazardous Materials Safety Administration

Dated: 01/23/2013

Attachments

CERTIFICATES OF SERVICE

This is to certify that on the 23rd day of January, 2013, the undersigned served in the following manner the designated copies of this Order with attached addenda to each party listed below:

Glen Dodge, Facility Manager
Cascade Columbia Distribution Company
6900 Fox Avenue South
Seattle, Washington 98108

Original Order with
Copy of Agreement
Certified Mail Return Receipt

Sean Lynam, Regional Director
Western Office, OHME
3401 Centrelake Drive, Suite 550B
Ontario, CA 91761

One Copy (Without Attachments)
Via Electronic Mail

Alice Koethe, Attorney
Pipeline and Hazardous Materials
Safety Administration
1200 New Jersey Ave, SE
Washington, DC 20590

One Copy
Personal Delivery

U.S. DOT Dockets
U.S. Department of Transportation
1200 New Jersey Avenue, S.E.
Room W12-140
Washington, D.C. 20590

One Copy
Personal Delivery



Jewel Smith

**BEFORE THE
UNITED STATES DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION**

IN THE MATTER OF:

**Cascade Columbia Distribution Company
(Respondent)**

PHMSA Case No 11-0284-SB-WE

COMPROMISE AGREEMENT

I. Parties

The Parties to this Compromise Agreement (Agreement) are:

Cascade Columbia Distribution Company (“Respondent”),

and

The Pipeline and Hazardous Materials Safety Administration (“PHMSA”), a modal Administration of the United States Department of Transportation.

II. Authority/Jurisdiction

A. The Parties enter into this agreement under authority of 49 U.S.C. § 5123(e) and 49 C.F.R. § 107.327(a)(1).

B. For the Purposes of this Agreement, Respondent acknowledges:

(1) As a person who offers hazardous materials for transportation in commerce, Respondent is a regulated entity subject to the Hazardous Materials Regulations (HMR) and to the jurisdiction of (a) the Secretary of Transportation, (b) the PHMSA’s Associate Administrator for Hazardous Materials Safety, and (c) PHMSA’s Office of Chief Counsel (49 U.S.C. § 5103(b) and 49 C.F.R. § 107.301);

(2) The facts associated with this case are as alleged in the Inspection Report and the Notice and that based on these facts the Chief Counsel, in a final order, will find that Respondent committed violations of the Federal regulations listed in Section V below; and

5	Respondent explained that some of its suppliers accidentally created labels which did not comply with the minimum size requirements of the HMR. Respondent further explained that it added a statement to its purchase orders referencing the UN minimum size requirements for labels, and Respondent provided a copy of that purchase order.
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V. Violations and Civil Penalty

In a subsequent Order, the Chief Counsel will find that Respondent committed the following violations and will assess the following civil penalty:

Viol. No.	HMR Violation	NOPV Penalty Amount	Compromise Penalty Amount
1	Respondent offered for transportation and transported in commerce hazardous materials (UN 1727, Ammonium hydrogendiflouride, solid, 8, PGII) packaged in unauthorized non-United Nations (UN) standard packaging when specification packaging is prescribed, in violation of 49 C.F.R. §§ 172.1(a), (b), (e), & (i), 173.1(b), 173.22(a), and 173.212(a).	\$6,300	\$4,410
2	Respondent offered a hazardous material (UN1219, Isopropyl alcohol, Class 3, PG II) for transportation in commerce, when the hazardous material container had not been closed in accordance with manufacturer's closure instructions, in violation of 49 C.F.R. §§ 171.2(a), (b), (e), & (i), 173.22(a)(4), and 173.24(f)(2).	\$1,875	\$1,300
3	Respondent allowed its employees to perform functions subject to the HMR while failing to provide each hazmat employee with all required hazardous materials safety training within the past three years, and did not create and retain hazardous materials training records, in violation of 49 C.F.R. §§ 171.2(a) & (b), 172.702(a), (b) & (d), and 172.704(a) & (d).	\$1,485	\$1,100
4	Respondent offered hazardous materials for transportation in commerce, when those hazardous materials were accompanied by shipping papers that did not include all information required by the HMR, in violation of 49 C.F.R. §§ 171.2(a) & (b), 172.200(a), 172.702(a), (b) & (d), and 172.203(l) & (m).	\$750	\$525
5	Respondent offered hazardous materials for transportation in commerce, when the label did not comply with the size requirements of the HMR, in violation of 49 C.F.R. §§ 171.2(a) & (b), 172.702(a), (b) & (d), and 172.704(d).	\$800	\$560
Total		\$11,705	\$7,895

VI. Factors Considered in Determining the Civil Penalty

G. Closing of the Case File. After issuance of the Compromise Order, Respondent must pay the civil penalty in accordance with the terms of this Agreement. Upon receipt of Respondent's final payment, the Chief Counsel will close this case with prejudice to the Respondent (49 C.F.R. § 107.327(a)(1)(ii)).

VIII. Miscellaneous Provisions

A. By signing this Agreement, Respondent or its representative warrants to have read the agreement and understood its terms and conditions.

B. The individuals signing on behalf of the Respondent and PHMSA represent that they are authorized to sign and have authority to enter into this Agreement.

C. Respondent's failure to sign and return this agreement within thirty (30) days from its receipt will result in the withdrawal of the offer of compromise contained within this Agreement and the Chief Counsel will issue an Order pursuant to 49 C.F.R. § 107.317(d).


D. Failure to comply with any of the terms of this agreement may result in review, suspension, and/or termination of existing special permits/approvals, pursuant to 49 C.F.R. §107.121 and 107.713.

E. Respondent must return the signed Agreement to:

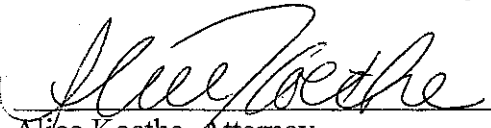
Alice Koethe, Attorney
United States Department of Transportation
Pipeline and Hazardous Materials Safety Administration
1200 New Jersey Ave, S.E., Zone E-26 (PHC-10)
Washington, D.C. 20590-0001

Respondent

Federal Tax ID #: 91-0904432¹

By:  Date: 1/11/13
Name, Title

Pipeline and Hazardous Materials Safety Administration

By:  Date: 1/22/13
Alice Koethe, Attorney

¹ The Taxpayer Identifying Number is required by 31 U.S.C. § 7701(c)(3). PHMSA will use this number for purposes of collecting and reporting on any delinquent amounts arising out of this agreement.

Payment Information

Payment Method

Respondent must pay the civil penalty of \$7,895 by one of the following: (1) wire transfer, (2) certified check or money order, or (3) credit card via the Internet.

(1) Wire Transfer

Detailed instructions for sending a wire transfer through the Federal Reserve Communications System (Fedwire) to the account of the U.S. Treasury are contained in the enclosure to this Order. Please direct questions concerning wire transfers to:

Financial Operations Division
Attn: Taushayna Wright
Federal Aviation Administration
Mike Monroney Aeronautical Center
AMZ-341
P.O. Box 269039
Oklahoma City, OK 73125
Telephone (405) 954-8893.

(2) Check or Money Order

Make check or money order payable to "U.S. Department of Transportation" (include the Ref. No. of this case on the check or money order) and send to:

Chief, Financial Operations Division
Attn: Taushayna Wright
Federal Aviation Administration
Mike Monroney Aeronautical Center
AMZ-341
P.O. Box 269039
Oklahoma City, OK 73125.

(3) Credit Card

To pay electronically using a credit card, visit the following website address and follow the instructions:

<https://www.pay.gov/paygov/>

Interest and Administrative Charges

If Respondent pays the civil penalty by the due date, no interest will be charged. If Respondent does not pay by that date, the FAA's Financial Operations Division will start collection activities and may assess interest, a late-payment penalty, and administrative charges under 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 49 C.F.R. § 89.23.

The rate of interest is determined under the above authorities. Interest accrues from the date of this Order. A late-payment penalty of six percent (6%) per year applies to any portion of the debt that is more than 90 days past due. The late-payment penalty is calculated from the date Respondent receives the Order.

Treasury Department Collection

FAA's Financial Operations Division may also refer this debt and associated charges to the U.S. Department of Treasury for collection. The Department of the Treasury may offset these amounts against any payment due Respondent (31 C.F.R. § 901.3).

Under the Debt Collection Act (see 31 U.S.C. § 3716(a)), a debtor has certain procedural rights prior to an offset. You, as the debtor, have the right to be notified of: (1) the nature and amount of the debt; (2) the agency's intention to collect the debt by offset; (3) the right to inspect and copy the agency records pertaining to the debt; (4) the right to request a review within the agency of the indebtedness and (5) the right to enter into a written agreement with the agency to repay the debt. This Order constitutes written notification of these procedural rights.

**INSTRUCTIONS FOR ELECTRONIC FUNDS TRANSFER TO
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION,
U.S. DEPARTMENT OF TRANSPORTATION**

1. <u>RECEIVER'S ABA NO.</u> 021030004	2. <u>TYPE SUBTYPE</u> (provided by sending bank)
3. <u>SENDING BANK ARB NO.</u> (provided by sending bank)	4. <u>SENDING BANK REF NO.</u> (provided by sending bank)
5. <u>AMOUNT</u>	6. <u>SENDING BANK NAME</u> (provided by sending bank)
7. <u>RECEIVER NAME:</u> TREAS NYC	8. <u>PRODUCT CODE</u> (Normally CTR, or sending bank)
9. <u>BENEFICIAL (BNF)- AGENCY LOCATION CODE</u> BNF=/AC-69140001	10. <u>REASONS FOR PAYMENT</u> <i>Example:</i> PHMSA Payment for Case #/Ticket

INSTRUCTIONS: You, as sender of the wire transfer, must provide the sending bank with the information for Block (1), (5), (7), (9), and (10). The information provided in blocks (1), (7), and (9) are constant and remain the same for all wire transfers to the

Pipeline and Hazardous Materials Safety Administration, Department of Transportation

Block #1 - RECEIVER ABA NO. - "021030004". Ensure the sending bank enters this nine digit identification number; it represents the routing symbol for the U.S. Treasury at the Federal Reserve Bank in New York.

Block #5 - AMOUNT - You as the sender provide the amount of the transfer. Please be sure the transfer amount is punctuated with commas and a decimal point. **EXAMPLE:**
\$10,000.00

Block #7 - RECEIVER NAME- "TREAS NYC." Ensure the sending bank enters this abbreviation, which must be used for all wire transfer to the Treasury Department.

Block #9 - BENEFICIAL - AGENCY LOCATION CODE - "BNF=/AC-69140001"
Ensure the sending bank enters this information. This is the Agency Location Code for Pipeline and Hazardous Materials Safety Administration, Department of Transportation

Block #10 - REASON FOR PAYMENT - "AC-Payment for PHMSA Case#" To ensure your wire transfer is credited properly, enter the case number/ticket number or Pipeline Assessment number."

Note: - A wire transfer must comply with the format and instructions or the Department cannot accept the wire transfer. You, as the sender, can assist this process by notifying, at the time you send the wire transfer, the General Accounting Division at (405) 954-8893.