

Research and Special Programs Administration Penalty Actions Report (1999)

Company Name	Case Description	Penalty Amount
ABC COMPOUNDING COMPANY, INC. (Shipper)	Represented, marked, certified, and offered compressed gas in aerosol containers that were not properly tested because the temperature of the hot water bath was too low; offered resin solution in an unauthorized, non-specification packaging; failed to provide employee training, or create and retain records of training testing. [173.306(a)(3)(v), 173.173, 172.702(b), 172.704(a) and (d)] Case No. 99-208-SP-SW	\$8,175
ABC CORP. (Shipper)	Offered caustic alkali liquid, n.o.s., in non-specification outer packaging. [173.245(a), 173.202] Case No. 96-217-SB-WE	\$6,500
ADVANCE PLASTICS UNLIMITED, INC. (Plastic Jerrican Manufacturer)	Manufactured, marked, certified, and sold plastic jerricans marked as meeting the UN3H standard, when design qualification tests had not been performed; and when the leakproofness test was not performed on all packagings; failed to provide employee function-specific and awareness training; failed to mark the complete identification code, correct year of manufacture, and the minimum thickness on UN3H jerricans; failed to provide closure instructions in writing for UN3H jerricans. [178.601(d), 178.604(b)(1), 172.702(b), 172.704(a)(1) and (2), 178.503(a)(2) and (6), 178.503(a)(9)(ii), 178.2(c)] Case No. 99-054-JM-EA	\$8,800
AEROSOL SYSTEMS, INC. (Shipper)	Offered aerosols in metal containers that had not been subjected to a water bath test. [173.306(a)(3)(v)] Case No. 99-169-SC-WE	\$3,750
AHS HOSPITAL CORP. D/B/A OVERLOOK HOSPITAL (Shipper)	Transported regulated medical waste, purportedly under the terms of a DOT exemption, in inner packages that were not authorized because (1) they were less than 3 mils thick, and (2) they were not securely closed and leak-resistant. [173.134(b)(3), 173.197(a), DOT-E 10818-Paragraphs 7.b and 7.b.i] Case No. 99-091-SBG-EA	\$8,750

Company Name	Case Description	Penalty Amount
ALDEN LEEDS, INC. (Fiber Box Manufacturer/Shipper)	Manufactured, marked, certified, and offered fiberboard combination packaging marked as meeting the UN4G standard when the required design qualification testing was not completed; offered oxidizers in unauthorized fiberboard combination packaging; failed to provide employee training, or create and retain records of training testing. [178.601(d), 178.603, 178.606, 173.22(a)(2), 173.212(b), 172.702(b), 172.704(a)(2) and (d)] Case No. 98-094-BMS-EA	\$8,810
ALLIANT TECHSYSTEMS, INC. (Shipper)	Offered smokeless powder, 1.3C, in packagings that were not properly closed, thereby making them unauthorized packages. [173.22(a)(4), 173.62] Case No. 98-027-SE-HQ	\$4,800
AMERICAN DENTAL SUPPLY, INC. (Shipper)	Offered ethyl alcohol in non-specification packaging; offered it accompanied by a shipping paper that did not indicate the packing group; failed to mark the packaging with a proper shipping name and UN identification number; failed to provide employee training. [173.125, 173.202(a), 172.202(a)(4), 172.301(a), 172.702(b), 172.704(a)] Case No. 97-052-SB-EA	\$8,000
AMERICAN FIRE & SAFETY SUPPLY CO. (Cylinder Retester)	Represented, marked, and certified cylinders as successfully retested without performing hydrostatic testing at the minimum test pressure; retested exemption cylinders without maintaining copies of the exemptions at the test facility; failed to maintain accurate and complete records of reinspection and retest. [173.34(e)(1), 173.34(e)(2)(v)(B), 173.34(e)(8)(ii)] Case No. 99-258-CR-SO	\$4,200
AMERON INTERNATIONAL CORPORATION (Shipper)	Offered paint in out-of-test DOT 57 portable tanks; offered it accompanied by a shipping paper with no proper shipping name; failed to include the words "limited quantity" or "LTD QTY" following the basic description on the shipping paper; failed to mark DOT 57 tanks with the proper shipping name on two opposite sides in one-inch high letters. [173.32(a) and (e)(1)(ii), 173.242(c), 172.202(a), 172.203(b), 172.326(a), 172.302(b)(2)] Case No. 98-206-SPT-SW	\$7,000

Company Name	Case Description	Penalty Amount
AMERSHAM HOLDINGS, INC. (Shipper)	Certified a packaging as meeting the DOT-7A Type-A specification without conducting testing and engineering evaluations; failed to provide to DOT documentation that describes the construction material of the packaging. [178.465, 178.350, 173.315(a)] Case No. 95-84-RMS-HQ	\$6,470
APT ADVANCED POLYMER TECHNOLOGY CORPORATION (Shipper)	Offered resin solution, a flammable liquid, in unauthorized, non-UN-standard drums; failed to provide employee training; offered resin solution accompanied by a shipping paper that did not contain the unit of measure for the hazardous material being offered. [173.173, 173.203, 172.702(b), 172.704(a), 172.202(a)(5), 173.22(a)(1)] Case No. 99-303-SD-EA	\$6,240
ARROW CHEMICAL CORPORATION (Shipper)	Offered sodium hydroxide, solid, in unauthorized, non-UN-standard packaging. [173.25(a)(3), 173.212(a) and (b)] Case No. 97-242-SB-CE	\$5,250
ASHLAND, INC. (Shipper)	Offered acetic acid, glacial, in unauthorized, non-UN-standard outer packaging; offered sodium hydroxide solution in a 55-gallon steel drum marked as meeting the UN1A2 standard when the drum had not been closed in accordance with the manufacturer's closure notification, thereby voiding the UN certification. [173.202, 173.22(a)(4)], 173.24(f)(2)] Case No. 97-152-SB-SO	\$14,000
ASSOCIATED FIRE PROTECTION, INC. (Cylinder Retester)	Failed to verify that the pressure-indicating device on the test equipment was accurate within one percent of the test pressure of the cylinders being tested that day. [173.34(e)(4)(iii)(A)] Case No. 97-093-CR-EA	\$2,000
ASTRO FIBRE DRUM, INC. (Fiber Drum Manufacturer)	Manufactured, marked, certified, and sold fiber drums as meeting the UN1G standard, when the drums had not been conditioned for 24 hours prior to design qualification testing. [178.602(d)] Case No. 98-135-FDM-CE	\$5,120
ATLANTA TESTING AND ENGINEERING (Shipper)	Offered radioactive materials, special form, n.o.s., in an impaired packaging that no longer met the DOT 7A Type A specification. [173.410(b), 173.475(b)] Case No. 97-184-RMS-HQ	\$4,200

Company Name	Case Description	Penalty Amount
J. T. BAKER, INC. (Fiber Box Manufacturer/Ship per)	Represented, marked, and certified fiberboard boxes as meeting the UN4G standard without conducting design qualification tests using a static compression test and evaluating closure methods listed in test report; failed to properly mark the boxes with a symbol registered with RSPA; failed to properly mark the year of manufacture. [178.601(d), 178.603, 178.606, 178.503(a)(8) and (6)] Case No. 95-192-BMS-EA	\$3,750
BAKERSTOWN CONTAINER CORP. (Drum Reconditioner)	Represented, marked, certified, and sold steel drums as meeting the UN1A1 and 1A2 standards, when the design qualification tests, particularly the drop and leakproofness tests, were not properly conducted; represented, marked, certified, and sold steel drums as meeting the UN1A1 standard when proper production leakproofness testing was not conducted. [178.601(d), 178.603(a) and (e)(1)(iii), 178.604(a) and (c)(1), 178.604(a), 178.604(b)(1)]. Case No. 99-067-DR-EA	\$4,000
BANCROFT BAG, INC. (Paper Bag Manufacturer)	Manufactured, marked, certified and sold multi-wall paper bags as meeting the UN5M2 standard, when the prerequisite design qualification tests for new packaging and for different packaging had not been completed. [178.601(d), 178.603, 178.608] Case No. 97-106-BGM-SW	\$5,250
BARFIELD, INC. (Shipper)	Offered oxygen generators, chemical, in an unauthorized, non-UN-standard packaging; offered oxygen generators, chemical, when the material was not declared as such on the shipping papers, and the package was not marked or labeled as containing a hazardous materials, thereby creating an undeclared shipment. [172.102-Special Provision 60, 173.22(a)(2), 173.212, DOT-E 11937, 172.200(a), 172.201, 172.301(a), 172.400(a), 172.600, 172.604, DOT-E 11937] Case No. 99-055-SB-EA	\$7,875
BASF WYANDOTTE CORP. (Shipper)	Charged a DOT specification cylinder with compressed gas and offered nitrogen for transportation, when the cylinder was not authorized for this material because the required inspection had not been conducted within the specified time limit. [173.34(e)(1)(ii), 173.301(c)] Case No. 98-285-SC-SO	\$7,000

Company Name	Case Description	Penalty Amount
BATES FIRE EXTINGUISHER COMPANY, INC. (Cylinder Retester)	Failed to verify that the pressure-indicating device on its retest apparatus was accurate to within one percent of test pressure; failed to maintain copies of DOT exemptions for exemption cylinders being retested; failed to provide employee training, or create and retain records of training testing. [173.34(e)(4)(iii)(A), 173.34(e)(2)(v)(B), 172.702(b), 172.704(a) and (d)] Case No. 98-240-CR-SW	\$4,400
BECKART ENVIRONMENTAL, INC. (Shipper)	Offered aluminum chloride solution in portable tank marked as meeting a DOT exemption that had not been retested every 2.5 years as required; failed to provide recurrent employee training; offered alcohol solution accompanied by shipping papers that failed to include "DOT E" notation; offered it without maintaining a copy of an exemption at the facility. [173.32(e)(1)(ii) and DOT-E 10755- Paragraph 7.h., 172.702(b), 172.704(c)(2), 172.203(a) and DOT-E 10775, DOT-E 10755, Para. 8.a.] Case No. 98-141-SPT-CE	\$4,300
BELOIT CORPORATION (Shipper)	Offered hazardous material without providing function-specific employee training, or creating and retain records of training testing; offered waste flammable liquids, n.o.s., accompanied by a shipping paper that did not contain a 24-hour emergency response telephone number of a person knowledgeable about the material or having access to a person who was. [172.702(b), 172.704(a)(2), 172.704(d), 172.604(a)(2)] Case No. 96-148-TRN-EA	\$1,500
BENCHMARK PRODUCTS, INC. (Shipper)	Offered corrosive liquid, basic, organic, n.o.s., in a portable tank marked as meeting a DOT exemption that had not been retested every 2.5 years as required; failed to provide recurrent employee training, or create and retain records of training testing. [173.32(e)(1)(ii) and DOT-E 9889-Paragraph.7.b., 172.702(b), 172.704(c)(2), 172.704(d)] Case No. 98-128-SPT-CE	\$3,400

Company Name	Case Description	Penalty Amount
BENROCK, INC. (Shipper)	Offered acetone in an unauthorized, non-UN-standard packaging; offered adhesives accompanied by a shipping paper that listed an incorrect packing group; failed to provide employee training, or create and retain records of training testing; offered acetone accompanied by a shipping paper listing a 24-hour emergency response telephone number that was not being answered 24 hours a day. [173.22(a)(2), 173.202, 172.202(a)(4), 172.702(b), 172.704(a)(1)-(3) and (d), 172.604(a)] Case No. 98-281-SB-SO	\$8,330
BERENFIELD CONTAINERS, INC. (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold 55-gallon steel drums as meeting the UN1A2/Y1.2/100 standard, when the drums were not capable of passing the required drop test. [178.601(b), 178.603] Case No. 99-087-DM-EA	\$6,720
BERGEN BARREL AND DRUM (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold 55-gallon plastic drums as meeting the UN1H1/Y1.3 standard, when the drums were not capable of passing the drop, leakproofness, and hydrostatic tests. [178.2(b), 178.601(b), 178.603(a), 178.604(a), 178.605(a)] Case No. 99-100-DM-EA	\$8,400
BETZDEARBORN , INC. (Shipper)	Offered a hazardous material in an unauthorized, non-UN-standard packaging. [173.212(a) and (c), 173.22(a)(2)] Case No. 99-322-SD-EA	\$5,250
BFPE INTERNATIONA L(Cylinder Retester)	Performed retesting with equipment having an expansion gauge not accurate to within one percent; failed to notify the Office of Hazardous Materials Exemptions and Approvals of a change in personnel performing functions subject to the regulations within the prescribed time limit. [173.34(e)(4)(iii)(B), 173.34(e)(4)(iv), 173.34(e)(2)(iv)] Case No. 98-557-CR-EA	\$3,500
BIO-LAB, INC. (Shipper)	Offering a hazardous material in an unauthorized, non-UN-standard packaging. [173.212(a), 173.22(a)(2)] Case No. 99-324-SD-EA	\$7,000

Company Name	Case Description	Penalty Amount
THE BOC GROUP, INC. (Cylinder Retester/Shipper)	Failed to verify the accuracy of the testing equipment to within of one percent of the calibrated cylinder's pressure and corresponding expansion values; failed to conduct a second retest at 10% or 100psi higher, whichever is lower, upon discovering that the test equipment had malfunctioned; failed to maintain complete records of reinspection and retest; offered krypton without listing the UN identification number on the shipping paper. [173.34(e)(4)(iv), 173.34(e)(4)(v), 173.34(e)(8)(ii)(B), 172.202(a)(3)] Case No. 99-301-CRS-EA	\$10,248
BOGGS FIRE EQUIPMENT, INC. (Cylinder Retester)	Performed hydrostatic retesting using a pressure gauge that was not demonstrated to be accurate within one percent of actual test pressure. [173.34(e)(4)(iii), 173.34(e)(4)(iv)] Case No. 99-274-CR-SO	\$2,920
BRIDGEVIEW, INC. (Shipper)	Transported regulated medical waste accompanied by shipping papers prepared by customers that did not list the hazard class or packing group, a DOT exemption notation, and with the wrong packaging abbreviation; failed to provide for training testing of employees, or create and retain records of testing; represented to offerors that inner packages complied with the requirements of DOT-E 11686, when the plastic bags did not meet the minimum thickness requirements and had no size limit, sharps were being placed in containers larger than ten gallons, and liquids were being placed in non-Packing Group I packages. [172.202(a)(2) and (4), 172.202(c), 172.203(a), 177.817(a), 172.702(b) and (d), 172.704(d), DOT-E-11686-Paragraph 7.a.iv] Case No. 98-316-EX-EA	\$7,950
BROCKWAY STANDARD, INC. (Steel Jerrican Manufacturer)	Manufactured, marked, certified, and sold steel jerricans as meeting the UN3A1 standard, when they were not capable of passing the drop, hydrostatic, leakproofness, and stacking tests, as prescribed. [178.603, 178.604, 178.605, 178.606] Case No. 98-144-JM-CE	\$9,450

Company Name	Case Description	Penalty Amount
L. M. BURNEY, INC. (Shipper)	Offered propellant solid, 1.3C, as smokeless powder for small arms, 4.1, by failing to follow the regulations that allow this, including the net weight limitation in one box; offered propellant solid, 1.3C, in non-UN-standard packaging; offered smokeless powder for small arms, 4.1, in non-UN-standard packaging; offered the 4.1 material accompanied by a shipping paper that did not include a proper shipping name; failed to mark the proper shipping name on packages containing the 4.1 material; listed an emergency response telephone number on a shipping paper that was not monitored 24 hours a day; failed to provide employee training, or create and retain records of training testing. [173.56, 173.62, 173.171(d), 172.202(a)(1), 172.301(a)(1), 172.201(d), 172.604(a)(1), 172.702(b), 172.704(a)(1)-(3) and (d)] Case No. 98-102-SE-CE	\$12,000
CALLAHAN CHEMICAL COMPANY (Shipper)	Offered resin solution in portable tanks marked as meeting the DOT 57 specification that were not authorized because they had not been retested with past 2.5 years; offered environmentally hazardous substances in portable tanks marked as meeting a DOT exemption that were not authorized because they had not been retested with past 2.5 years, and failed to have copies of two DOT exemptions at its facility; offered flammable solids and environmentally hazardous substances accompanied by shipping papers that failed to properly describe the materials. [173.32(e)(1)(ii), 173.32(e)(5), 173.22(a)(2), 173.242(c), 173.22a(b), 173.241, DOT-E 9052-Paragraphs 7.h, and 8.a., DOT-E 10172-Paragraphs 7.e. and 8.a., 172.201(a), 172.202(a), 172.203(a) and (k)] Case No. 98-301-SPT-EA	\$7,875

Company Name	Case Description	Penalty Amount
CAPITAL FIRE EXTINGUISHER COMPANY, INC. (Cylinder Retester)	Failed to verify each day that the test equipment was accurate to within one percent and failed to demonstrate the accuracy of the pressure-indicating device at a point within 500 psi of the test pressure; failed to provide employee training, or create and retain records of training testing; failed to maintain records of reinspection and retest, or include all information on records that were being maintained; failed to remark aluminum exemption cylinders as DOT 3AL. [173.34(e)(4)(iii)(A), 173.34(e)(4)(iv), 172.702(b), 172.704(a) and (d), 173.34(e)(8)(ii), 173.23(c)] Case No. 98-239-CR-SW	\$6,200
CAPITOL ADHESIVES, INC. (Shipper)	Offered adhesives in an unauthorized packaging; failed to mark the package with the proper shipping name and identification number; failed to provide function-specific employee training, or create and retain records of training testing; offered hazardous materials in limited quantities accompanied by a shipping paper which did not included the words "Limited Quantity" or its authorized abbreviation. [173.22(a)(2), 173.173(b)(1), 172.301(a), 172.702(b), 172.704(a)(2) and (d), 172.203(b)] Case No. 98-451-SP-SO	\$9,260
CAPO INDUSTRIES, LTD. (Shipper)	Offered trichloroisocyanuric acid, dry, 5.1, in an unauthorized packaging; offered this material without marking the proper shipping name or identification number on the packages. [171.12a(b)(13), 173.22(a)(2), 173.212(a), 172.301(a)] Case No. 99-068-FSBP-EA	\$10,380
CARAWAY CORPORATION (Cylinder Retester)	Failed to maintain accurate records of reinspection and retest; failed to remark aluminum exemption cylinders as DOT 3AL; failed to maintain a copy of an exemption at the facility for exemption cylinder being retested; failed to mark DOT 3HT cylinders with low-stress steel stamps on DOT 3HT cyl; failed to create and retain records of employee training testing; performed retesting with inaccurate equipment. [173.34(e)(5), 173.34(e)(8)(ii)(B), 173.23(c), 173.34(e)(2)(v)(B), 173.34(e)(15)(iii), 172.704(d), 173.34(e)(3), 173.34(e)(7) and DOT-E 8059] Case No. 97-059-CR-EA	\$5,400

Company Name	Case Description	Penalty Amount
CARDINAL SERVICES, INC. (Shipper)	Offered nitrogen, refrigerated liquid, in a non-specification insulated portable tank under the terms of an exemption without maintaining a copy of it at the facility offering the shipments, without maintaining a record of the pressure and ambient temperature of the material at the start of every trip, every 24 hours, before and after any manual venting, and at destination, and without determining the actual holding time after each shipment; failed to provide function-specific employee training, or create and retain records of training testing. [173.22a(b), DOT-E 12018-Paragraphs 7.c.(2) and 7.c.(4), 172.702(b), 172.704(a)(2) and (d)] Case No. 99-012-SIT-HQ	\$3,440
CENTRAL PHARMACY SERVICES D/B/A BATON ROUGE CENTRAL PHARMACY (Shipper)	Failed to create or retain records of employee training testing; offered radioactive materials in packaging that was not properly labeled. [172.704(d), 172.403(b) and (c)] Case No. 99-213-RMS-SW	\$900
CHAMPION TECHNOLOGIES, INC. (Shipper)	Offered flammable liquids, n.o.s., in DOT 57 portable tanks that were not authorized because they were overdue for periodic testing; failed to provide function-specific employee training. [173.32(e)(1) and (5), 172.702(b), 172.704(a)(2)] Case No. 98-219-SPT-SW	\$4,860
CHARLESTON FIRE & SAFETY (Cylinder Retester)	Certified cylinders as having been retested without performing the visual and hydrostatic tests; failed to condemn cylinders with permanent expansion exceeding 10% of total expansion; failed to verify the retest equipment within an accuracy of one percent; performed a second retest at the same pressure, rather than 10% or 100 psi higher, whichever is lower, following an equipment malfunction; failed to provide employee training, or create and retain records of training testing. [173.34(e)(3), 173.34(e)(4), 173.34(e)(4), 173.34(e)(4)(iii), 173.34(e)(4)(iv), 173.34(e)(3), 172.702(b), 172.704(a) and (d)] Case No. 97-078-CR-EA	\$16,000

Company Name	Case Description	Penalty Amount
CHEC SODA & REFRIGERATION CO., INC. (Shipper)	Offered carbon dioxide cylinders without providing or offering placards, resulting in no placards on the vehicle; failed to label cylinders containing carbon dioxide; offered carbon dioxide without preparing any shipping papers; failed to provide general awareness and function-specific employee training. [172.500(a), 172.400(a), 172.200(a), 172.702(b), 172.704(a)(1) and (2)] Case No. 95-93-SC-HQ	\$12,000
CHELSEA DRUM CO., INC. (Drum Reconditioner)	Represented, marked, and certified steel drums as meeting the UN1A1 standard without conducting the proper design qualification tests. [173.28(d), 178.601(d)] Case No. 96-50-DR-EA	\$5,400
CHEMICAL SPECIALTIES MANUFACTURING CORP. (Shipper)	Offered disodium trioxosilicate, mixture in unauthorized, non-UN-standard packaging; failed to provide general awareness and function-specific employee training, or create and retain records of training testing; offered disodium trioxosilicate accompanied by a shipping paper that did not properly differentiate it from non-hazardous materials also listed, plus other minor errors on the shipping paper. [173.22(a)(2), 173.213(a), 172.702(b), 172.704(a)(1) and (2), 172.704(d), 173.22(a)(1), 172.200(a)] Case No. 98-330-SD-EA	\$5,900
CHEMSTATION INTERNATIONAL, INC. (Shipper)	Offered a hazardous material in an intermediate bulk container that had not been visually inspected and leakproofness tested every 2.5 years from the date of manufacture. [180.352(a) and (b), 173.242(d)] Case No. 99-116-SIBC-CE	\$5,250
CHESTER LABS, INC. (Shipper)	Offered isopropanol, 3, for transportation in unauthorized, non-UN standard packaging; offered it accompanied by a shipping paper which did not list the required information and did not list a valid 24-hour emergency response telephone number. [173.22(a)(2), 173.202(a), 172.202(a), 172.604(a) and (b)] Case No. 98-280-SB-SO	\$8,000

Company Name	Case Description	Penalty Amount
CHIEF FIRE & SAFETY EQUIPMENT DISTRIBUTORS, INC. (Cylinder Retester)	Performed retesting with equipment for which the gauges could not be read to within an accuracy of one percent; failed to hold test pressure for a minimum of 30 seconds; failed to provide employee training; failed to maintain accurate records of reinspection and retest. [173.34(e)(3), 173.34(e)(3), 172.702(b), 172.704(a), 173.34(e)(5)] Case No. 97-020-CR-EA	\$5,600
CHONGQUING SCIENTIFIC-ICT PERFORATION CO., LTD. (Shipper)	Offered aircraft unapproved explosives for transportation by aircraft. [173.51(a), 173.54(a), 173.56(b)] Case No. 96-233-FSE-SW	\$21,000
CITY FIRE EQUIPMENT CO., INC. (Cylinder Retester)	Failed to calibrate the cylinder retesting equipment; certified and marked a DOT exemption cylinder that was out of test; failed to remark aluminum exemption cylinders as DOT 3AL; failed to maintain accurate records of reinspection and retest; certified and marked a DOT exemption cylinder that was not maintained in accordance with the requirements of the exemption. [173.34(e)(3), DOT-E 7235-Paragraph 8.h., 173.23(c), 173.34(e)(5), DOT-E 7277-Paragraph 8.f.] Case No. 94-81-CR-EA	\$6,000
CLAIRE MANUFACTURING CO. (Shipper)	Offering liquefied petroleum gas accompanied by a shipping paper that did not include the basic description for the material; failed to mark a proper shipping name and identification number on packaging; failed to affix a proper hazard warning label on packaging; failed to register with RSPA. [172.200(a), 172.202(a), 172.301(a), 172.400(a), 107.608(a), 107.608(b)] Case No. 95-62-SC-CE	\$2,500
CLEAR COTE CORPORATION (Shipper)	Offered denatured alcohol in an unauthorized non-specification packaging; failed to provide general awareness employee training; failed to include the proper shipping description on an accompanying shipping paper; failed to accurately label a package; marked inner-package orientation arrows on a packaging in the wrong format; failed to register with RSPA. [173.125(a), 172.702(b), 172.704(a)(1), 172.200(a), 172.201(a)(4), 172.402(b), 172.406(a)(1)(ii), 172.312(a)(2), 107.601(e), 107.608(b)] Case No. 97-031-SB-EA	\$10,000

Company Name	Case Description	Penalty Amount
CLOVER LEASING CO. (Cylinder Retester)	Marked cylinders with a “plus” mark without calculating average or maximum wall stress; failed to register with RSPA; failed to provide employee training. [173.302(c), 173.302(c)(5), 107.601(e), 107.608(a) and (b), 172.702(b), 172.704(a)] Case No. 95-217-CR-CE	\$5,395
CONCENTRATED CHEMICAL CO., INC. (Shipper)	Offered acetone in unauthorized non-specification, non-DOT-standard packaging; offered it accompanied by a shipping paper that did not properly describe the material; and failed to include a 24-hour emergency response telephone number; failed to include “UN” when marking the identification number on the packaging; failed to affix a hazard warning label to the packaging; failed to provide general awareness employee training. [173.119(a), 173.202, 172.202, 172.604(a)(3), 172.301(a), 172.400(a)(1), 172.702(b), 172.704(a)(1)] Case No. 96-125-SB-SW	\$4,000
CONTINENTAL INDUSTRIAL CHEMICALS, INC. (Shipper)	Offered flammable liquid in an unauthorized packaging. [173.173(b), 173.202(a)] Case No. 98-263-SB-SO	\$3,460
CUDD PRESSURE CONTROL, INC. (Shipper)	Offered nitrogen, refrigerated liquid, for transportation by vessel in unauthorized non-specification cargo tanks and portable tanks; failed to provide function-specific employee training. [172.101, 173.318(f), 176.76(g)(1), 172.702(b), 172.704(a)(2)] Case No. 99-010-SPT-HQ	\$5,850
D & B PACKING, INC. (Fiber Box Manufacturer/Shipper)	Represented, marked, and certified fiberboard boxes as meeting the UN4G combination packaging standard, when periodic retesting was not conducted. [178.601(e)] Case No. 97-250-BMS-EA	\$5,000
DATREX, INC. (Cylinder Retester)	Performed hydrostatic retesting with equipment which was not accurate to within one percent; failed to provide function-specific employee training, or create and retain records of training testing; failed to maintain accurate records of visual reinspection and hydrostatic retest. [173.34(e)(4)(iii)(A), 173.34(e)(4)(iv), 172.702(b), 172.704(a)(2) and (d), 173.34(e)(8)(ii)(B)] Case No. 98-265-CR-SO	\$4,085

Company Name	Case Description	Penalty Amount
DAUBERT CHEMICAL COMPANY, INC. (Shipper)	Offered petroleum distillates, n.o.s., in non-UN-standard packaging. [173.203(a) and (c)] Case No. 98-146-SD-CE	\$4,000
DEL-MED, INC. (Carrier/Exemption Holder)	Offered radioactive materials accompanied by a shipping paper with no emergency response information, and without providing proper training to drivers as required by a DOT exemption; failed to block and brace the hazardous materials in the transport vehicle; failed to assure that each person handling or delivering the radioactive materials use of a dosimetry device; failed to conduct radiation surveys required by a DOT exemption; failed to conduct contamination surveys required by a DOT exemption. [172.602(b)(3), DOT-E 8308-Paragraph 8.b., 177.842(d), 177.834(a), DOT-E 8308-Paragraph 7.c., 173.441(b)(4), DOT-E 8308-Paragraph 7.f., DOT-E 8308-Paragraph 7.g.] Case No. 94-245-RMC-HQ	\$12,600
DELTA AIRLINES, INC. (Cylinder Retester)	Conducted a second retest at the same pressure, instead of increasing the pressure by 10% or 100 psi (whichever is lower), when the integrity of the test equipment could not be maintained due to leakage. [173.34(e)(3)] Case No. 97-065-CR-SW	\$3,100
DETCO INDUSTRIES, INC. (Shipper)	Offered corrosive liquids in unauthorized non-specification packaging. [173.245(a), 173.202(a)] Case No. 94-30-SB-CE	\$2,150
DIAGRAPH CORPORATION (Shipper)	Offerd ethyl alcohol in non-specification, non-UN-standard packaging; offered it accompanied by a shipping paper that failed to list the hazard class; failed to provide employee training. [173.125(a), 173.202(a), 172.202(a)(2), 172.702(b), 172.704(a)] Case No. 96-70-SB-CE	\$4,000
DIAMOND DRUGS, INC. (Shipper)	Offered isopropanol in unauthorized non-specification packaging. [173.125(a)(6), 173.202(a)] Case No. 95-169-SB-CE	\$3,000

Company Name	Case Description	Penalty Amount
DIEDRICH TECHNOLOGIES, INC. (Shipper)	Offered dichloromethane and corrosive liquids, n.o.s., in unauthorized, non-standard packaging, by using closure methods different than those specified in the design qualification tests; offered 53 pounds of dichloromethane in a packaging certified for only 42.2 pounds; failed to provide employee training, or create and retain records of training testing. [173.202, 173.203, 172.702(b), 172.704(a) and (d)] Case No. 98-145-SB-CE	\$5,400
DIVING DEN, INC. (Cylinder Retester)	Failed to have an approval or retester's identification number issued by RSPA for retesting cylinders; failed to maintain accurate records of reinspection and retest; marked cylinders with a "plus" mark without determining maximum or average wall stress; failed to provide employee training [173.34(e)(1)(i), 173.34(e)(5), 173.302(c), 173.302(c)(5), 172.702(b), 172.704(a)] Case No. 96-94-CR-CE	\$5,000
DIXCO DIVERSIFIED CHEMICAL SALES, INC. (Shipper)	Offered corrosive liquid in unauthorized non-specification packaging; failed to mark the technical name in parentheses on the packaging. [173.345(a), 173.203, 172.301(b)] Case No. 96-95-SP-WE	\$4,500
E. I. DU PONT DE NEMOURS & CO. (Intermediate Bulk Container Manufacturer/Shipper)	Manufactured, marked, certified, and sold intermediate bulk containers as meeting the UN11D/X/7/97 standard, when they were not designed or manufactured with an inner liner and were constructed with nails placed farther apart than originally tested; offered hydrogen peroxide, aqueous solution, in a 55-gallon drum marked as meeting a UN standard that was not closed in accordance with the manufacturer's closure notification. [178.3(b), 178.709(a)(2), 173.22(a)(4), 173.24(b), 173.24(f)(1) and (2)] Case No. 98-255-IBCM-SO	\$18,620
DYNAMIT NOBEL GMBH (Shipper)	Offered primers, cap type, for which a written approval and EX-number had not been obtained, thereby offering forbidden explosives for transportation; failed to register with RSPA. [173.51(a), 173.54(a), 173.22(a)(2), 173.56, 107.601(e), 178.608(a) and (b)] Case No. 98-321-SE-EA	\$25,600

Company Name	Case Description	Penalty Amount
EAGLE INDUSTRIES, INC. (Cylinder Retester)	Failed to condemn cylinders with permanent expansion exceeding 10% of total expansion. [173.34(e)(4)] Case No. 96-35-CR-SW	\$4,500
EAGLE MANUFACTURING COMPANY (Plastic Drum Manufacturer)	Manufactured, marked, certified and sold open-head plastic drums as meeting the UN1H2 standard when the drums were not capable of pass the drop and leakproofness tests. [178.601(b), 178.603, 178.604] Case No. 98-119-PDM-CE	\$8,100
EASTON HOSPITAL (Shipper)	Offered regulated medical waste, purportedly under the terms of a DOT exemption, without holding a copy of the exemption, and in inner packages not authorized by either the exemption or the Hazardous Materials Regulations; offered it accompanied by shipping papers with no shipping description or emergency response information, with an improper sequence for the basic description, and with an incorrect container type abbreviation. 173.22(a)(2), 173.22a(b), 173.197(a), DOT-E 11686-Paragraph 7.a.iv, 172.202(a), (b), and (c), 172.203(a)] Case No. 98-326-SBG-EA	\$7,500
ELDORADO CHEMICAL COMPANY, INC. (Shipper)	Offered a corrosive liquid in a previously used packaging that had not been subjected to a leakproofness test; failed to follow the manufacturer's closing instructions for closing a steel drum; failed to create and retain records of employee training testing. [173.28(b)(2)(i), 173.202(a), 173.24(b)(2), 173.24(f)(2), 172.704(d)] Case No. 98-152-SD-WE	\$8,020
EM INDUSTRIES, INC. (Shipper)	Offered phosphorus oxychloride, a PIH material, in an unauthorized packaging; represented, marked, and certified combination packaging as meeting the UN4G standard when the required design qualification testing was not conducted. [173.22(a)(2), 173.227, 178.2(b), 178.601(d), 178.602, 178.603, 178.606] Case No. 99-307-SB-EA	\$18,415

Company Name	Case Description	Penalty Amount
EMS ACQUISITION CORP. D/B/A ELECTRON MICROCOPY SCIENCE (Shipper)	Offered propylene oxide, 3, in an unauthorized packaging. [173.201(a) and (b)] Case No. 98-071-BMS-EA	\$5,985
ENVIRONMENTAL TREATMENT TEAM, INC. (Shipper)	Represented, marked, and certified portable tanks as meeting the UN11A standard, when they exceeded the maximum capacity authorized for intermediate bulk containers; failed to conduct design qualification testing; marked the tanks with an improper code number for tanks to be used for liquid, and with a symbol not registered with RSPA for purposes of identifying the manufacturer or third-party certifying entity. [178.700(c)(1), 178.703(a)(1)(ii) and (vi), 178.801(d)] Case No. 98-015-SIT-HQ	\$500
EVANS INDUSTRIES, INC. (Drum Reconditioner)	Represented, marked, and certified a reconditioned steel drum as meeting the UN1A1/Y1.5/250 standard with a greater performance capability than that for which the drum was most recently certified and marked; failed to restore drums to their original shape and contour, or clean drums to the base metal and remove any labels affixed to them. [173.28(c)(4), 173.28(c)(1)(i)] Case No. 98-098-DR-EA	\$6,500
FALCON SAFETY PRODUCTS, INC. (Fiber Box Manufacturer/Shipper)	Represented, marked and certified combination packaging as meeting the UN4G standard, when the required design qualification tests were not conducted; included in the box certification an unauthorized symbol and incorrect year of manufacture; offered 1,1-difluorethane in an unauthorized packaging. [178.601(d), 178.602(a), 178.603, 178.606, 178.503(a)(6) and (8), 173.22(a)(2), 173.304(a)(2)] Case No. 98-061-BMS-EA	\$11,000
FANG CHEMICALS, INC. (Shipper)	Offered copper sulfate, environmentally hazardous substance, in an unauthorized packaging. [173.203(a)] Case No. 98-297-SP-SO	\$4,000

Company Name	Case Description	Penalty Amount
FELDMAN BROS. BOTTLE SUPPLY CO. D/B/A CONTINENTAL PACKAGING ASSOCIATES (Fiber Box Manufacturer)	Manufactured, marked, certified, and sold fiberboard boxes as meeting the UN4G standard without notifying in writing the person to whom that packaging was transferred of all the requirements of the Hazardous Materials Regulations that would apply at the time of transfer; failed to mark the name address or symbol of the manufacturer on the packaging; failed to provide recurrent employee training, or create and retain records of training testing. [178.2(c), 178.503(a)(8), 172.702(b), 172.704(c)(2) and (d)] Case No. 97-090-BM-EA	\$3,000
FIRE FIGHTERS EQUIPMENT CO. (Cylinder Retester)	Failed to verify the accuracy of the test equipment to within one percent; conducting a second retest at the same pressure, rather than 10% or 100 psi higher (whichever is lower), when the integrity of the system could not be maintained due to equipment failure. [173.34(e)(3), 173.34(e)(3)] Case No. 95-174-CR-SW	\$2,500
FIRE PROTECTION SERVICE (Cylinder Retester)	Failed to hold a current approval or retester's identification number; failed to maintain accurate records of reinspection and retest; failed to provide employee training, or create and retain records of employee training testing; failed to perform a hydrostatic retest on a cylinder marked as retested. [173.34(e)(2)(i), 173.34(e)(8)(ii), 172.702(b), 172.704(a)(1) and (2), 172.704(d), 173.34(e)(1)(ii)] Case No. 98-137-CR-CE	\$12,000
FIREMATIC & SAFETY EQUIPMENT CO., INC. (Cylinder Retester)	Failed to verify the accuracy of the test equipment because (1) the accuracy of the pressure-indicating device was not demonstrated at a point within 500 psi of actual test pressure for test pressures at or above 3,000 psi, and (2) the pressure-indicating device did not permit readings within one percent of the minimum test pressure. [173.34(4)(iii)(A), 173.34(e)(4)(ii)] Case No. 99-305-CR-EA	\$2,920
FIREWORKS PARTNERS, INC. D/B/A MAD BOMBER FIREWORKS (Shipper)	Offered igniters, 1.4S, in non-UN-standard packaging; offered igniters, 1.4S without a shipping paper; failed to mark the packaging with the shipping name and exemption number, or affix a hazard warning label. [173.60(a), 173.62(a), 172.200(a), 172.201(a)(1), 172.201(d), 172.202(a), 172.301(a)(1), 172.320(a), 172.400(a) and (b)] Case No. 98-104-SE-CE	\$12,800

Company Name	Case Description	Penalty Amount
FULLER FIRE & SAFETY EQUIPMENT, INC. (Cylinder Retester)	Failed to verify the accuracy of the test equipment to within one percent; failed to maintain accurate records of reinspection and retest; failed to provide complete employee training; failed to remark aluminum exemption cylinders as DOT 3AL; failed to properly mark cylinders with its retester's identification number. [173.34(e)(3), 173.34(e)(5), 172.702(b), 172.704(a), 173.23(c), 173.34(e)(1)(ii), 173.34(e)(6)] Case No. 95-06-CR-EA	\$10,500
G. J. CHEMICAL COMPANY, INC. (Shipper)	Offered isopropanol in non-specification packaging; failed to mark the packaging with orientation markings to indicate the upward orientation of the inner packages. [173.125(a), 173.202(a), 172.312(a)(2)] Case No. 96-20-SB-EA	\$4,620
G.W. DELIVERY SERVICE (Fiber Box Manufacturer/Certifier)	Certified and marked fiberboard boxes as meeting the UN4G standard, when design qualification tests were not conducted; failed to provide employee training; marked fiberboard boxes with an incorrect year of manufacture. [178.601(d), 178.601(k), 172.702(b), 178.503(a)(6)] Case No. 96-19-BMC-CE	\$4,820
GACO WESTERN, INC. (Shipper)	Offered potassium hydroxide in unauthorized non-specification outer packaging. [173.245, 173.202] Case No. 96-147-SB-WE	\$3,115
GEBHARDT, INC. (Cylinder Retester)	Failed to verify the accuracy of its test equipment to within one percent. [173.34(e)(3)] Case No. 96-260-CR-EA	\$1,530
GELEST, INC. (Fiber Box Manufacturer/Shipper)	Represented, marked, and certified two types of combination packages as meeting the UN4G standard, when proper design qualification testing was not performed; offered methyl orthosilicate, 6.1, PG I, inhalation hazard, Zone B, in an unauthorized packaging. [178.603(e)(2)(ii)(A), 178.606(c), 173.22(a)(2), 173.227(b)] Case No. 97-117-BMS-EA	\$9,185

Company Name	Case Description	Penalty Amount
GORDON PHYSICIAN HOSPITAL ORGANIZATION D/B/A GORDON COUNTY HOSPITAL (Shipper)	Offered regulated medical waste in packagings that were not authorized because they were not certified at the Packing Group II performance level. [173.22(a)(2), 173.134(b)(3), 173.197(a)] Case No. 99-260-SPB-SO	\$5,600
GREAT WESTERN CHEMICAL COMPANY (Shipper)	Offered hydrofluoric acid and sulfuric acid mixtures in unauthorized packaging; offered corrosive solid, basic, inorganic, n.o.s., in unauthorized packaging. [173.22(a)(2), 173.201(a) and (b), 173.22(a)(2), 173.24, 173.202] Case No. 98-222-SB-SW	\$18,750
GREAT WESTERN CHEMICAL COMPANY (Shipper)	Offered hydrofluoric acid and sulfuric acid mixtures for transportation in unauthorized packaging; offered corrosive solid, basic, inorganic, n.o.s., in unauthorized packaging. [173.22(a)(2), 173.201(a) and (b), 173.22(a)(2), 173.24, 173.202] Case No. 98-223-SB-SW	\$14,060
GREAT WESTERN CHEMICAL COMPANY (Shipper)	Offered hazardous materials accompanied by a shipping paper which failed to include the notation "DOT-E" followed by the assigned exemption number. [172.203(a)] Case No. 95-39-SP-WE	\$1,750
GREIF BROS. CORPORATION (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold plastic drums as meeting the UN1H1 standard, when the drums were not capable of passing the drop and hydrostatic pressure tests. [178.601(b), 178.603, 178.605] Case No. 98-136-PDM-CE	\$8,500
GREIF BROS. CORPORATION (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold 15-gallon steel drums as meeting the UN1A1/Y1.6/200 standard, when the drums were not capable of passing the drop test. [178.601(b), 178.603(a)] Case No. 98-566-DM-EA	\$9,070
GULF WIDE SAFETY SYSTEMS, INC. (Cylinder Retester)	Certified cylinders as successfully retested, when (1) marking them with another company's retester identification number (RIN), (2) without having a RIN of its own, and (3) without having performed the actual retest of the cylinders. [173.34(e)(1)(i) and (ii), 173.34(e)(2)(i)] Case No. 97-100-CR-SW	\$11,000

Company Name	Case Description	Penalty Amount
HARCROS CHEMICALS, INC. (Shipper)	Offered sodium persulfate in unauthorized non-UN-standard, non-specification packaging; failed to mark a proper shipping name and identification number on a packaging; maintained incomplete records of employee training testing--no certification that training and testing was performed, no trainer name and address; and no description, copy, or location of the training materials. [173.213, 172.301(a), 172.704(d)] Case No. 98-213-SP-SW	\$11,475
HARRIS SPECIALITY CHEMICALS, INC. (Shipper)	Offered resin solution in an unauthorized, non-specification, non-UN-standard packaging; offered it accompanied by a shipping paper that did not list the proper packing group. [173.173, 173.203, 172.202(a)(4)] Case No. 98-173-SP-WE	\$4,250
HAWKINS CHEMICAL, INC. (Shipper)	Offered corrosive solid, acidic, inorganic, n.o.s., in unauthorized, non-UN-standard packaging. [173.22(a)(2), 173.213] Case No. 98-353-SP-CE	\$5,000
HEALTH ENTERPRISES, INC. D/B/A LEWISTOWN HOSPITAL (Shipper)	Offered regulated medical waste for transportation, purportedly under the terms of a DOT exemption, without holding a copy of the exemption and in inner packages that were not authorized by either the exemption or the Hazardous Materials Regulations; offered it accompanied by shipping papers that failed to describe the material or list emergency response information, that listed information in an improper sequence and with the wrong container abbreviation; failed to provide function-specific employee training. 173.22(a)(2), 173.22a(b), 173.197(a), DOT-E 11686-Paragraph 7.a.iv, 172.202(a), 172.202(c), 172.203(a), 172.702(b), 172.704(a)(2)] Case No. 98-322-SBG-EA	\$7,350
HIGH POINT CHEMICAL CORPORATION (Shipper)	Offered solids, containing flammable liquids, n.o.s. (contains isopropanol), in a non-specification, non-UN-standard packaging. [173.212] Case No. 99-167-SD-WE	\$5,600

Company Name	Case Description	Penalty Amount
HIGH SEAS TRADING CO. (Cylinder Retester)	Charged foreign-made non-DOT specification cylinders and offered them for export, when they had not been tested at the minimum test pressure and the shipping papers did not contain a required certification for retesting and refilling cylinders for export; failed to hold a current approval or retester's identification number, or authorization to use an alternative qualification method for foreign cylinders; failed to maintain complete records of reinspection and retest. [173.301(j), 173.34(e)(2)(i), 173.301(j)(1)(i), 173.34(e)(8)(ii)(A), 173.301(j)(1)(i)] Case No. 98-257-CR-SO	\$6,100
HILLER SYSTEMS, INC. (Cylinder Retester)	Failed to maintain accurate records of reinspection and retest; failed to create and retain proper records of employee training testing. [173.34(e)(5), 173.34(e)(8)(ii)(B), 172.704(d)] Case No. 97-004-CR-SW	\$1,600
HOFFMAN FIRE EQUIPMENT DIVISION, INC. (Cylinder Retester)	Failed to verify the accuracy of its test equipment to within one percent. [173.34(e)(3)] Case No. 96-168-CR-CE	\$1,825
HOLLYWOOD BEAUTY SUPPLY (Shipper)	Offered acetone in unauthorized non-specification packaging; failed to label the packaging; failed to list the packing group on the shipping paper; failed to mark the identification number on the packaging; failed to provide employee training. [173.119(a), 173.202, 172.202(a)(4), 172.400(a), 172.301(a), 172.702(b), 172.704(a)] Case No. 96-21-SB-WE	\$8,000
HOOPE'S FIRE EQUIPMENT CORPORATION (Cylinder Retester)	Failed to demonstrate the accuracy of the test equipment to within 500 psi of the actual test pressures at or above 3,000 psi. [173.34(e)(4)(iii)(A)] Case No. 97-159-CR-EA	\$1,516
HOOVER MATERIALS HANDLING GROUP, INC. (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold 55-gallon plastic drums as meeting the UN1H1/Y1.8/150 standard, when accurate leakproofness testing was not conducted (i.e., using a test machine that indicated that drums with holes passed). [178.604(b)(1)] Case No. 98-300-PDM-SO	\$4,100

Company Name	Case Description	Penalty Amount
ILLINOIS TOOL WORKS, INC. (Shipper)	Offered flammable liquid in unauthorized non-specification packaging; failed to highlight the hazardous materials on the shipping paper. [173.119, 173.202, 172.201(a)] Case No. 95-129-SP-WE	\$5,040
IMACC CORPORATION D/B/A MYERS CONTAINER CORP. (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold steel drums as meeting the UN1A1 and UN1A2 standards, when all drums were not capable of passing the drop and hydrostatic pressure tests. [178.601(a) and (b), 178.603, 178.605] Case No. 98-153-DM-WE	\$11,500
INDEPENDENT CHEMICAL CORPORATION (Shipper)	Offered hypochlorite solutions in DOT 34 plastic drums filled after 10/01/96, when they were no longer authorized to be used; offered hypochlorite solutions in reusable plastic drums that were not leakproofness tested; offered sodium hydroxide solution in exemption portable tanks without listing the exemption number on the shipping paper; failed to maintain copy of an exemption at the facility where it was being used; failed to test employees following training, or create and retain records of training testing. [173.22(a)(2), 173.203, 173.28(b), 173.203, 172.200(a), 172.203(a), 173.22a(b), DOT-E 10172-Paragraph 8.a., 172.702(d), 172.704(d)] Case No. 98-067-SPD-EA	\$5,550
INDUSTRIAL TECHNOLOGY CORPORATION, INC. (Fiber Box Manufacturer/Shipper)	Manufactured, marked, certified, and offered corrosive solids, n.o.s., in fiberboard boxes marked as meeting the UN4G standard and fiber drums marked as meeting the UN1G2 standard for which design qualification tests were not conducted and records were not maintained. [178.601(d) and (l), 178.603, 178.606] Case No. 97-146-BM-SO	\$8,000
INFLATABLE SERVICES, INC. (Cylinder retester)	Performed hydrostatic testing with equipment not accurate to within one percent, including failure to demonstrate the accuracy of the equipment within 500 psi of test pressure and calibrate on a daily basis; marked foreign cylinders with a retester's identification number; failed to provide employee training, or create and retain records of training testing. [173.34(e)(4)(iii), 173.34(e)(4)(iv), 173.301(j)(1), 173.34(e)(7), 172.702(b), 172.704(a) and (d)] Case No. 98-314-CR-EA	\$4,087

Company Name	Case Description	Penalty Amount
INNERSPACE DIVE SHOP (Cylinder Retester)	Failed to verify that the pressure-indicating device on its test equipment was accurate to within one percent of the cylinders' test pressure. [173.34(e)(4)(iii)(A)] Case No. 97-001-CR-SW	\$500
IRON OUT, INC (Shipper)	Offered potassium hydroxide solution in unauthorized, non-UN-standard packaging. [173.22(a)(2), 173.202] Case No. 99-103-SB-CE	\$5,250
JBK PRODUCTS Shipper)	Offered methanol in an unauthorized non-specification packaging; failed to provide employee training; offered methanol accompanied by a shipping paper that did not list the proper shipping name and basic shipping description. [173.202(a), 173.119, 172.702(b), 172.704(a), 172.202(a)(1), 172.202(b)] Case No. 96-267-SB-SW	\$750
JEFFERSON SMURFIT CORPORATON (Shipper)	Represented that a portable tank met the requirements of a DOT exemption and the Hazardous Materials Regulations, when the tank had not been retested every 2.5 years as required. [173.32(e)(1)(ii), 173.32(e)(5), DOT-E 10775] Case No. 98-140-PTM-CE	\$3,000
JERSEY COOPERAGE CO., INC. (Drum Reconditioner)	Represented, certified, and marked a non-specification open-head steel drum as a reconditioned DOT 17E/17H drum when it was not originally manufactured to DOT-17E specification; failed to provide employee training. [173.28(m)(3)(ii), 173.28(o), 172.702(b)] Case No. 96-65-DR-EA	\$3,100
KESSELRING GUN SHOP, INC. (Shipper)	Offered propellant solid, 1.3C, as smokeless powder for small arms , 4.1, without a proper shipping description on the shipping paper, and failed to follow the regulations that permit this class change by allowing more than 16 pounds total net weight in any one box; offered propellant solid, 1.3C, in non-UN-standard packaging. [172.202(a), 172.301(a)(1), 173.56, 172.400(a), 173.60(a), 173.62] Case No. 98-108-SE-CE	\$9,000
KRANZ, INC. (Shipper)	Offered corrosive liquid in a portable tank marked as meeting a DOT exemption without performing the required hydrostatic pressure test. [DOT-E 9052-Paragraphs 7.h. and 8.a.] Case No. 98-139-SPT-CE	\$3,500

Company Name	Case Description	Penalty Amount
THE LAWRENCE-MCFADDEN COMPANY (Fiber Box Manufacturer/Shipper)	Represented, marked, and certified fiberboard boxes as meeting the UN 4G standard without conducting proper design qualification testing; offered paint accompanied by a shipping paper that contained an improper packing group; failed to provide employee training; offered paint without having a proper 24-hour emergency response listed on the shipping paper; failed to properly mark UN 4G boxes. [178.601, 172.202(a)(4), 172.702(b), 172.604(a), 178.503(a)(8)] Case No. 96-98-BMS-EA	\$6,535
LINCOLN WELDING SUPPLY, INC. (Cylinder Retester)	Failed to condemn cylinders with permanent expansion exceeding 10% of total expansion; marked with a “star” marking cylinders that were not intended for that type of service. [173.34(e)(4), 173.34(e)(15)(ii), 173.302(c)] Case No. 96-195-CR-SW	\$9,800
LINEAR DYNAMICS, INC. (Shipper)	Offered paint in an intermediate bulk container marked as meeting the DOT 57 specification, when it had not been subjected to a leakproofness test within 2.5 years; offered paint accompanied by a shipping paper that listed an incorrect packing group; failed to create and retain records of employee training testing. [173.32(e)(1)(ii), 173.32(e)(2)(i) and (ii), 172.202(a)(4), 172.704(d)] Case No. 98-290-SPT-SO	\$5,800
LINEAS AEREAS PRIVADAS ARGENTINAS, S.A. (Shipper)	Offered an oxygen generator, chemical, for transportation aboard a passenger aircraft, which is forbidden, and in an unauthorized, non-standard packaging ; offered it without indicating on the shipping papers that it was a hazardous material, and without marking or labeling the packaging to indicate it contained a hazardous material, thereby creating an undeclared shipment. [172.102-Special Provisions 60 and A51, 173.21(k), 173.22(a), 173.212, 172.200(a), 172.201, 172.301(a), 172.400(a), 172.600, 172.604] Case No. 99-056-FSB-EA	\$31,000
LOBO CONTAINERS, INC. (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold plastic drums as meeting the UN1H2 standard, when they were not capable of passing the required drop test. [178.601(b), 178.603] Case No. 98-118-PDM-CE	\$6,000

Company Name	Case Description	Penalty Amount
LOCKHEED MARTIN CORPORATION (Wooden Box Manufacturer/Ship per)	Represented, marked, and certified plywood boxes as meeting the UN4D standard when proper design qualification testing was not conducted and the boxes were marked with a greater gross mass than tested for; failed to prepare and maintain complete records of design qualification testing; failed to provide employee training. [178.601(d), 178.603, 178.606, 178.503(a)(4), 178.601(l), 172.702(b), 172.704(a)] Case No. 98-261-WBMS-SO	\$3,600
LORD CORPORATION (Shipper)	Offered flammable liquid in an unauthorized packaging. [173.22(a)(2), 173.202(a)] Case No. 98-269-SB-SO	\$5,250
LPS INDUSTRIES, INC. (Fiber Box Manufacturer)	Manufactured, marked, certified, and sold fiberboard combination packages as meeting the UN4G standard without performing the design qualification tests; failed to provide closure instructions to each person receiving the packaging. [178.603, 178.601(d), 178.2(c)] Case No. 97-035-BM-EA	\$7,700
LUCERNE MEDICAL CENTER, INC. (Shipper)	Offered regulated medical waste for transportation, purportedly under the terms of a DOT exemption, in inner packages that were not authorized because (1) they were less than 3 mils thick, and (2) they contained sharps in packages greater than 10 gallons in volume. [173.22(a)(2), 173.134(b)(3), 173.197(a)] Case No. 99-262-EX-SO	\$6,300
LUTHERAN GENERAL HOSPITAL, INC. (Shipper)	Offered regulated medical waste for transportation in an unauthorized packaging; failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [173.22(a)(2), 173.197(a), 172.702(b), 172.704(a)(1)-(2) and (d)] Case No. 99-105-SD-CE	\$5,625

Company Name	Case Description	Penalty Amount
M & M INDUSTRIES, INC. (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold plastic drums as meeting the UN 1H2 standard, when the periodic tests, including drop and stacking tests, were not properly conducted; when complete records of design qualification tests were not retained; and when the UN marking did not contain the name and address or registered symbol of the manufacturer. [178.601(e), 178.603, 178.606, 178.601(l), 178.503(a)(8)] Case No. 98-268-PDM-SO	\$5,000
MASSEY, WOOD & WEST, INC. (Cylinder Retester)	Failed to perform required visual inspections in accordance with CGA Pamphlet C-6 and marked cylinders with its retester's identification number before the inspection was complete; failed to mark cylinders with correct retest dates ; failed to maintain records of visual inspection; failed to provide employee training, or create and retain records of training testing; failed to register with RSPA. [173.34(e)(5)(ii), 173.34(e)(7)(ii), 173.34(e)(13), 173.34(e)(8)(ii), 172.702(b), 172.704(a)(1)-(2) and (d), 107.601(e), 107.608, 107.612] Case No. 98-058-CR-EA	\$8,885
MASTER PROTECTION CORPORATION D/B/A FIREMASTER (Cylinder Retester)	Failed to condemn a cylinder with permanent expansion exceeding 10% of total expansion; failed to verify the accuracy of the test equipment to within one percent; conducted a second retest at the same pressure, instead of 10% or 100 psi higher (whichever is lower), when the system integrity could not be maintained due to leakage; failed to maintain accurate records of visual reinspection and hydrostatic retest. [173.34(e)(4), 173.34(e)(3), 173.34(e)(3), 173.34(e)(5)] Case No. 96-36-CR-SW	\$14,440
MASTER PROTECTION CORPORATION D/B/A FIREMASTER (Cylinder Retester)	Failed to condemn cylinders with permanent expansion exceeding 10% of total expansion; failed to verify the accuracy of the test equipment to within one percent; conducted a second retest at the same pressure, instead of 10% or 100 psi higher (whichever is lower), when the system integrity could not be maintained due to leakage; failed to maintain accurate records of visual reinspection and hydrostatic retest. [173.34(e)(4), 173.34(e)(3), 173.34(e)(3), 173.34(e)(5)] Case No. 96-73-CR-SW	\$11,372

Company Name	Case Description	Penalty Amount
MASTER PROTECTION CORPORATION D/B/A FIREMASTER (Cylinder Retester)	Failed to condemn cylinders with permanent expansion exceeding 10% of total expansion; failed to verify the accuracy of the test equipment to within one percent; conducted a second retest at the same pressure, instead of 10% or 100 psi higher (whichever is lower), when the system integrity could not be maintained due to leakage; failed to maintain accurate records of visual reinspection and hydrostatic retest. [173.34(e)(4), 173.34(e)(3), 173.34(e)(3), 173.34(e)(5)] Case No. 96-81-CR-SW	\$5,174
MASTER PROTECTION CORPORATION D/B/A FIREMASTER (Cylinder Retester)	Failed to verify the accuracy of the test equipment to within one percent; failed to maintain complete records of visual reinspection and hydrostatic retest conducted a second retest at the same pressure; failed to condemn cylinders with permanent expansion exceeding 10% of total expansion; failed to provide complete employee training. [173.34(e)(3), 173.34(e)(5), 173.34(e)(4), 172.702(b), 172.704(a)(2), and a Compliance Order requiring development of a hazardous materials training program] Case No. 97-005-CR-WE	\$19,670
MCWHORTER TECHNOLOGIES, INC. (Shipper)	Offered resin solution in an intermodal portable tank without conducting the required periodic hydrostatic retest. [173.32c(c)] Case No. 98-022-SIT-HQ	\$2,800
MEDI-PHYSICS, INC. (Shipper)	Offered, certified, and marked packaging for radioactive materials as meeting the DOT 7A Type A specification, when testing or engineering evaluations were not conducted; offered radioactive materials, n.o.s., without ensuring that the instructions for packaging, closures and special provisions were followed; failed to maintain on file for one year the engineering evaluations for DOT 7A Type A packaging. [173.465, 178.350, 173.475(c) and (e), 173.475(f), 173.415, 173.465] Case No. 96-05-RMS-HQ	\$15,170

Company Name	Case Description	Penalty Amount
MONTGOMERY HOSPITAL (Shipper)	Offered regulated medical waste, purportedly under the terms of a DOT exemption, without holding a copy of the exemption, and in inner packages unauthorized by either the exemption or the Hazardous Materials Regulations; offered regulated medical waste accompanied by shipping papers with no hazard class or packing group, no "DOT-E" notation, an improper sequence for the basic description, and an incorrect container type abbreviation. [173.22(a)(2), 173.22a(b), 173.197(a), DOT-E 11686-Paragraph 7.a.iv, 172.202(a),(b), and (c), 172.203(a)] Case No. 98-327-SBG-EA	\$4,650
MORTON INTERNATIONAL, INC. (Shipper)	Offered a corrosive and flammable liquid in unauthorized packaging. [173.202(b)] Case No. 98-105-SB-CE	\$9,375
MUELLER INK COMPANY (Shipper)	Offered isopropanol in unauthorized non-specification packagings; offered it accompanied by a shipping paper that contained an insufficient 24-hour emergency response telephone number; and that did not include the technical name of the material in association with the basic description; failed to provide employee training. [173.119(b), 173.202, 172.201(d), 172.604(b), 172.202(d), 172.203(k), 172.702(b),172.704(a)] Case No. 96-109-SB-CE	\$5,000
NAILS 2000 (Shipper)	Offered ethyl acetate in unauthorized non-specification packaging; failed to provide employee training. [173.119, 173.202, 172.702(b)] Case No. 95-213-SB-WE	\$6,700
NATIONAL SANITARY SUPPLY CO. (Shipper)	Offered compound, cleaning, liquid, in a non-specification packaging; failed to provide employee training; failed to list an exemption number on the shipping paper, and included additional unauthorized information within the basic description. [173.245, 173.203, 172.702(a), 172.201(a)(3) and (4), 172.203(a)] Case No. 96-04-SP-WE	\$5,000

Company Name	Case Description	Penalty Amount
NATIONAL WELDING SUPPLY CO., INC. (Cylinder Retester)	Marked cylinders with its retester's identification number when other markings had been altered or removed; marked cylinders with a "plus" mark without determining average or maximum wall stress; failed to condemn cylinders with permanent expansion exceeding 10% of total expansion; offered compressed gas without maintaining records of daily compression for the cylinders; failed to provide employee training, or create and retain records of training testing. [173.34(e)(1)(ii), 173.34(e)(16), 173.302(c)(3), 173.34(e)(6)(i)(D), 173.302(e), 172.702(b), 172.704(a) and (d)] Case No. 97-175-CR-SW	\$12,750
NAZDAR COMPANY, INC. (Fiber Box Manufacturer/Ship per)	Offered flammable liquid, n.o.s. (containing heptane and ethyl acetate), in fiberboard boxes marked as meeting the UN4G/Y15.5/S standard, which were unauthorized because no design qualification tests had been conducted; represented, marked, and certified these boxes as meeting the UN4G standard, when no design qualification tests were conducted; offered isopropyl alcohol accompanied by shipping papers on which the basic description was not in the correct sequence. [173.22(a)(2), 173.24(c), 178.601(d), 172.202(b)] Case No. 99-317-SB-EA	\$7,680
NDL ORGANIZATION, INC. (Shipper)	Offered radioactive materials in a packaging marked as meeting the DOT 7A Type A specification without performing the required testing; failed to mark the correct shipping name and identification number on the packaging; offered it accompanied by shipping papers that had incomplete shipping descriptions, no telephone number identified as a 24-hour emergency response number, and no quantity or amount of material being offered. [173.415(a), 173.465, 173.466, 172.301(a), 172.202(a) and (c), 172.604(a)(3)] Case No. 95-121-RMCS-HQ	\$10,600
NEW YORK CITY HEALTH AND HOSPITALS CORPORATION (Shipper)	Offered regulated medical waste in inner packages that were not authorized by a DOT exemption or the Hazardous Materials Regulations, and which were not securely closed and thus failed to contain their contents during transportation. [DOT-E 10833, 173.197(a)] Case No. 99-316-SBG-EA	\$7,000

Company Name	Case Description	Penalty Amount
NEWFIELD EXPLORATION COMPANY (Shipper)	Offered liquefied petroleum gas (propane) in unauthorized non-specification portable tanks; offered it without marking the proper shipping name on two opposing sides of the portable tanks. [173.315(a), 172.326(a)] Case No. 99-007-SPT-HQ	\$5,535
NLR WELDING SUPPLY (Cylinder Retester)	Failed to verify the accuracy of the test equipment to within one percent; failed to maintain accurate records of reinspection and retest; marked cylinders with a “plus” mark without calculating average or maximum wall stress; failed to hold cylinders at the minimum test pressure for at least 30 seconds; failed to provide employee training, or create and retain records of training testing; offered compressed gas accompanied by a shipping paper that did not list the hazard class and included additional unauthorized information within the basic description. [173.34(e)(4)(iii), 173.34(e)(4)(iv), 173.34(e)(8), 173.302(c), 173.302(c)(5), 173.34(e)(4)(v), 172.702(b), 172.704(a) and (d), 172.202(a)(2), 172.203(m)] Case No. 98-226-CR-SW	\$11,970
NORTH AMERICAN PACKAGING CORPORATION (Plastic Pail Manufacturer)	Manufactured, marked, certified, and sold plastic drums marked as meeting a DOT exemption without conducting required hydrostatic tests; manufactured, marked, certified, and sold plastic drums meeting the DOT 34 and 35 specifications without conditioning to 0 degrees F., prior to conducting cold drop testing. [178-19-7(a)(3), DOT-E 10016-Paragraph 7.a., 178.16-13-(a)(1), 178.16-16(a)(1)] Case No. 93-103-PPM-CE	\$4,565
NORTH AMERICAN PACKAGING CORPORATION (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold steel drums as meeting the DOT 17E and 17H specifications without performing drop and hydrostatic tests; failed to provide employee training; manufactured, marked, certified, and sold steel drums as meeting the UN1A2/Z1.2/100 standard, when periodic retests were not conducted. [178.118-12(a)(1), 178.116-12(a)(1), 172.702(b), 172.704(a)(1), 178.601(e)] Case No. 94-174-DM-WE	\$16,465

Company Name	Case Description	Penalty Amount
NORTH AMERICAN PACKAGING CORPORATION (Fiber Box Manufacturer)	Manufactured, marked, certified, and sold fiberboard boxes as meeting the UN4G standard without performing periodic drop and stacking tests. [178.601(e), 178.601(k)(2)] Case No. 95-124-BM-CE	\$2,800
NORTHEASTERN HOSPITAL OF PHILADELPHIA (Shipper)	Offered regulated medical waste, purportedly under a DOT exemption, without holding a copy of the exemption, and in inner packages not authorized by the exemption or the Hazardous Materials Regulations; offered regulated medical waste accompanied by shipping papers listing no hazard class or packing group, no "DOT-E" notation, the basic description in an improper sequence, and the wrong container type abbreviation. [173.22(a)(2), 173.22a(b), 173.197(a), DOT-E 11686-Paragraph 7.a.iv, 172.202(a), (b), and (c), 172.203(a)] Case No. 98-323-SBG-EA	\$4,600
NEW YORK CITY HEALTH AND HOSPITALS CORPORATION D/B/A CONEY ISLAND HOSPITAL (Shipper)	Offered regulated medical waste, purportedly under a DOT exemption, without holding a copy of the exemption, and in inner packages not authorized by the exemption or the Hazardous Materials Regulations; offered regulated medical waste accompanied by shipping papers listing no hazard class or packing group, and no "DOT-E" notation; failed to provide function-specific employee training. [173.22(a)(2), 173.22a(b), 173.197(a), DOT-E 10833-Paragraph 7.b.i., 172.203(a), 172.702(b), 172.704(a)(2)] Case No. 98-552-SBG-EA	\$6,960
NEW YORK CITY HEALTH AND HOSPITALS CORPORATION D/B/A ELMHURST HOSPITAL CENTER (Shipper)	Offered regulated medical waste, purportedly under a DOT exemption, without holding a copy of the exemption, and in inner packages not authorized by the exemption or the Hazardous Materials Regulations, and which were not securely closed and thus failed to contain their contents during transportation. [173.22(a)(2), 173.197(a), DOT-E 10833-Paragraph 7.b.i.] Case No. 99-097-SBG-EA	\$7,000

Company Name	Case Description	Penalty Amount
NEW YORK CITY HEALTH AND HOSPITALS CORPORATION D/B/A KINGS COUNTY HOSPITAL CENTER (Shipper)	Offered regulated medical waste, purportedly under a DOT exemption, without holding a copy of the exemption, and in inner packages not authorized by the exemption or the Hazardous Materials Regulations, and that were torn so they failed to contain their contents during transportation; failed to include the "DOT-E" notation on the shipping paper. [173.22(a)(2), 173.197(a), DOT-E 10833-Paragraph 7.b.i., 172.203(a)] Case No. 99-086-SBG-EA	\$7,640
OVERDALE CORPORATION (Shipper)	Offered corrosive solids, n.o.s. (containing sodium hydroxide and sodium metasilicate), in non-UN-standard packaging; offered it accompanied by shipping papers that failed to include the proper shipping description, identification number, and packing group. [173.212, 172.202(a)(1), 172.203(k)(2)] Case No. 98-122-SD-CE	\$4,695
P.B. & S. CHEMICAL CO., INC. (Cylinder Retester)	Performed hydrostatic retesting using a pressure gauge not demonstrated to be accurate within one percent of the actual test pressure; failed to maintain complete and accurate records of reinspection and retest; failed to maintain records of employee training testing. [173.34(e)(4)(iii), 173.34(e)(4)(iv), 173.34(e)(8)(ii)(A), 173.34(e)(8)(ii)(A), 172.704(d)] Case No. 99-275-CR-SO	\$8,256
PACKAGING SPECIALTIES, INC. (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold steel drums as meeting the UN1A2 standard, when the drop tests were not performed with the required number of samples; manufactured, marked, certified, and sold steel drums as meeting the UN1H2 standard, when test records were not maintained. [178.603(a), 178.601(l)] Case No. 98-090-DM-EA	\$3,350
PATTERSON DENTAL SUPPLY, INC. (Shipper)	Offered ethyl chloride, 2.1, in unauthorized, non-UN-standard packaging; offered sodium hydroxide solution, 8, in unauthorized, non-UN-standard packaging; failed to provide employee training, or create and retain records of training testing; represented by marking packages of sodium hydroxide that inside containers complied with prescribed specifications, when they did not. [173.22(a)(2), 173.322(b), 173.22(a)(2), 173.202(a) and (b), 172.702(b), 172.704(a), 172.704(c)(1)(ii) and (d), 171.2(f)(1)] Case No. 98-274-SB-SO	\$12,900

Company Name	Case Description	Penalty Amount
PEARSON DENTAL SUPPLIES, INC. (Shipper)	Offered isopropyl alcohol in unauthorized, non-UN-standard packaging; failed to provide employee training, or create and retain records of training testing; offered isopropyl alcohol accompanied by shipping papers that did not include a 24-hour emergency response telephone number. [173.202, 172.702(b), 172.704(a) and (d), 172.604(a)] Case No. 99-159-SB-WE	\$8,830
PENSACOLA CARE, INC. D/B/A FT. WALTON MEDICAL CENTER (Shipper)	Offered regulated medical waste in unauthorized packaging and failed properly close the packaging; offered regulated medical waste accompanied by shipping papers that did not list a hazard class or packing group, an exemption number, a unit of measurement, a correct shipper's certification, or a 24-hour emergency response telephone number; failed to provide employee training. [173.22(a)(2), 173.24(b), 173.197(a), DOT-E 10821-Paragraphs 7.a.2.ii and 8.b.7, 172.201(a), 172.202(a), 172.203(a), 172.204(a)] Case No. 99-256-SBG-SO	\$10,000
PHILLIPS SUPPLY CO., INC. (Shipper)	Failed to provide employee training; offered a corrosive liquid without a properly executed shipping paper. [172.702(b), 172.704(a), 172.200, 172.202(a)(1)] Case No. 96-113-TRN-CE	\$1,150
PHOENIX CONTAINER, INC. (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold steel drums as meeting the UN1A2/Y1.4 standard when design qualification testing was not conducted; manufactured, marked, certified, and sold steel drums as meeting the UN1A2/Y2.1 standard when the periodic testing was not conducted as prescribed. [178.601(a) and (d), 178.603, 178.604, 178.605, 178.606, 178.601(a) and (e), 178.603, 178.604, 178.605, 178.606] Case No. 99-311-DM-EA	\$15,390
PURITAN PRODUCTS, INC. (Fiber Box Manufacturer/Ship per)	Represented, marked, and certified combination packaging marked as meeting the UN4G standard when the proper design qualification testing was not conducted; offered sulfuric acid, fuming, with 30% or more free sulfur trioxide, in packaging that was not tested and thus was unauthorized. [178.601(d), 178.602(a), 178.603(a), 178.606(a), 173.22(a)(2), 173.226(c)] Case No. 98-311-BMS-EA	\$5,000

Company Name	Case Description	Penalty Amount
QUIP LABORATORIES (Shipper)	Failed to provide function-specific employee training; offered compound, cleaning, liquid, in a portable tank marked as meeting a DOT exemption tank that had not been retested; failed to mark the shipping name and identification number on the tank. [172.702(b), 172.704(a)(2) and (d), 173.32(e), DOT-E 10172-Paragraphs 7.h. and 8.a., 172.301(a)(1)] Case No. 97-091-SPT-EA	\$4,000
R & S FABRICATORS, INC. (Intermodal Tank Manufacturer)	Manufactured, marked, certified, and sold portable tanks as meeting the IM 101 specification, when its welders and weld procedures were not qualified to the ASME Code and had not been qualified by an approval agency in accordance with procedures in the ASME code, Section IX, and without having a quality control program as set forth in Appendix 10 to Section VIII, Division 1, of the ASME Code. [178.270-7, 178.271-1(c)] Case No. 99-001-ITM-HQ	\$3,600
RANDOLPH PRODUCTS COMPANY, INC. (Shipper)	Offered consumer commodities, ORM-D, in aerosol cans without subjecting them to a hot water bath at 55 degrees C (131 degrees F); failed to provide employee training, or create and retain records of training testing; offered xylene without marking the outer packaging with the proper shipping name, identification number, and a statement that the inner packages complied with prescribed specifications; offered xylene accompanied by a shipping paper that did not list the proper shipping name or identification number. [173.306(a)(3)(v), 173.306(h), 172.702(b), 172.704(a) and (d), 172.301(a), 173.25(a)(4), 172.202(a), 173.22(a)(1)] Case No. 97-176-SC-SO	\$6,400
THE RESEARCH INSTITUTE (Third-Party Package Certifier)	Represented and certified multi-wall paper bags marked as meeting the UN5M2 standard as tested in accordance with the regulations, when the design qualification drop test and the period drop test were not properly conducted; failed to maintain complete records of design qualification tests and periodic retests. [178.602(c), 178.603(a) and(e)(1), 178.601(l), 171.2(f)(1)] Case No. 97-108-PC-SW	\$2,800

Company Name	Case Description	Penalty Amount
RHODIA INC. (Shipper)	Offered phosphorous pentoxide, 8, in a DOT specification 56 portable tank when the tank had not been retested as required. [173.32(e)(1)(ii)] Case No. 99-277-SPT-SO	\$2,975
RHONE- POULENC AG COMPANY, INC. (Shipper)	Offered corrosive liquid n.o.s. in a packaging that was not compatible with the hazardous material and that was filled in such a manner as to reduce the packaging's effectiveness. [173.24(b) and (e)] Case No. 98-302-SD-EA	\$1,965
RHONE- POULENC AG COMPANY, INC. (Shipper/Steel Drum Manufacturer)	Represented, marked, and certified steel drums as meeting the requirements for salvage drums but failed to perform the leakproofness test; represented, marked, and certified steel drums as meeting the requirements for salvage drums but failed to provide the closure notification. [173.3(c)(1), 178.2(c)(1)(ii)] Case No. 98-307-DMSD-EA	\$5,075
RIN, INC. (Shipper)	Offered sodium hydroxide, solid, mixture, 8, in drums that were not marked with the UN standard certification; offered ferric chloride, solution, 8, accompanied by shipping papers that failed to indicate the DOT exemption number of the portable tank used for transportation. [173.22(a)(2), 178.2(b), 178.503(a), 172.203(a)] Case No. 98-109-SD-CE	\$2,660
RIVERDALE INDUSTRIES, INC. (Shipper)	Offered resin solution in a DOT 57 portable tank that had not been periodically retested and reinspected; offered printing ink accompanied by a shipping paper that did not list a 24-hour emergency response telephone number; failed to provide recurrent employee training; offered 2-dimethylaminoethanol accompanied by a shipping paper that listed an incorrect proper shipping name and packing group. [173.32(e)(1)(ii), 172.604(a), 172.702(b), 172.704(c)(2), 172.202(a)(1) and (4)] Case No. 98-130-SPT-CE	\$7,735
ROBERT GAS CYLINDER COMPANY, INC. (Cylinder Repairer/Rebuilder)	Rebuilt cylinders marked as meeting the DOT-4 specification without authorization. [173.34(1)] Case No. 93-71-CRR-HQ	\$3,000

Company Name	Case Description	Penalty Amount
ROCKY MOUNTAIN FIRE AND SAFETY, INC. (Cylinder Retester)	Failed to condemn a DOT exemption cylinder with permanent expansion exceeding 5% of total expansion; performed hydrostatic retesting with equipment not calibrated to within an accuracy of one percent; conducted a second retest without increasing the test pressure by 100psi or 10% (whichever is lower), when the integrity of the system could not be maintained due to leakage. [173.34(e)(4), DOT-E 7277-Paragraph (8)(f), 173.34(e)(3), 173.34(e)(3)] Case No. 96-184-CR-WE	\$7,500
ROTOCAST PLASTIC PRODUCTS, INC. (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold plastic drums as meeting the UN1H2 standard without performing the leakproofness test. [173.3(c)(1), 178.604(a)] Case No. 96-68-PDM-WE	\$2,500
ROTOCAST PLASTIC PRODUCTS OF TENNESSEE (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold plastic drums as meeting the UN1H2 standard without performing, and keeping records of, the periodic retest; without marking the date of manufacture and standard certification marking; without performing the required leakproofness test. [178.601(e), 178.601(k)(2), 178.503(a)(6), 178.503(a)(8), 173.3(c)(1)] Case No. 96-06-PDM-SW	\$5,000
S.C. ACQUISITION COMPANY, INC. (Intermediate Bulk Container/Steel Drum Manufacturer)	Manufactured, marked, certified, and sold intermediate bulk containers as meeting the UN31A/Y and UN11A/Y standards, when proper design qualification testing was not conducted; manufactured, marked, certified, and sold steel drums as meeting the UN1A1/Y1.9 and UN 1A1/X1.8 standards when periodic retesting was not conducted; failed to provide closure notifications for steel drums marked as meeting the UN1A1 standard; failed to provide function-specific employee training, test employees, or create and retain records of training testing. [178.2(b), 178.801(d), 178.803, 178.2(b), 178.602(e), 178.2(c), 172.702(b) and (d), 172.704(a)(2) and (d)] Case No. 99-066-DPTM-EA	\$21,200

Company Name	Case Description	Penalty Amount
SAFETY 1ST EQUIPMENT (Cylinder Retester)	Failed to hold a current retester's identification number; performed retesting with equipment having a pressure gauge that could not be read to an accuracy of one percent; failed to condemn cylinders with permanent expansion exceeding 10% of total expansion; failed to maintain accurate records of reinspection and retest. [173.34(e)(2)(i), 173.34(e)(4)(iv), 173.34(e)(6)(D), 173.34(e)(8)(ii)] Case No. 98-113-CR-CE	\$14,000
SAN DIEGO WELDERS SUPPLY, INC. (Cylinder Retester)	Failed to condemn a cylinder with permanent expansion exceeding 10% of total expansion; performed hydrostatic retesting with equipment not calibrated to an accuracy of one percent; marked cylinders as "DOT-SP 6688" when the special permit had expired. [173.34(e)(4), 173.34(e)(3), 171.2(d)(3)] Case No. 95-246-CR-WE	\$9,450
SEATEX CORPORATION (Shipper)	Offered corrosive solid, basic, inorganic, n.o.s., in unauthorized non-UN-standard packaging; failed to create and retain records of employee training testing; offered flammable liquid, n.o.s., (containing isoparaffinic solvents and isopropanol) in packaging with a gross mass greater than 30kg (66lbs) that were not marked on the top or the side with a duplicate of the of UN standard certification. [172.101, 173.312, 172.702(b), 172.704(d), 178.3(a)(5)] Case No. 99-218-SBG-SW	\$5,600
SHIELDALLOY METALLURIGIC AL CORP. (Shipper)	Offered water-reactive solid, self-heating, n.o.s., in an unauthorized packaging; failed to mark the package with the proper shipping name and identification number; failed to affix the package with primary and subsidiary hazard labels; offered a non-hazardous material accompanied by a shipping paper which identified it as a hazardous material. [173.24(c)(1) and (f)(1), 173.213(c), 172.301(a)(1), 172.304(a), 172.402(a)(1), 172.202(e)] Case No. 99-064-SD-EA	\$12,450
SHOMER-TEC, INC. (Shipper)	Offered an explosive article or device that had not been examined or assigned an appropriate shipping classification, thus making it an explosive device forbidden for transportation; failed to provide employee training, or create and retain records of training testing. [173.54(a), 173.56(b), 172.702(b), 172.704(a) and (d)] Case No. 98-143-SE-CE	\$11,324

Company Name	Case Description	Penalty Amount
SIERRA CHEMICAL CO., INC. (Cylinder Retester)	Conducted a second retest at the same pressure, rather than at 10% or 100 psi higher (whichever is lower), when the integrity of the equipment could not be maintained due to leakage; failed to provide function-specific employee training. [173.34(e)(3), 173.34(e)(4)(v), 172.702(b), 172.704(a)(2)] Case No. 98-160-CR-WE	\$2,000
SIKA CORPORATION (Shipper)	Offered a corrosive liquid and an organic peroxide type C liquid in a non-specification packaging; failed to mark the package with a proper shipping name and identification number; failed to mark the package with orientation arrows applicable to shipments of liquid hazardous materials. [173.245(a), 173.202(b), 172.301(a), 172.312(a)] Case No. 97-025-SB-WE	\$11,070
SKYLINE BEAUTY SUPPLY CORPORATION (Shipper)	Offered acetone and isopropanol in non-specification packaging; failed to mark the packaging with the proper shipping name and identification number; offered it accompanied by a shipping paper that did not list the total quantity in the basic shipping description; failed to provide employee training; represented, marked, and certified a fiberboard box as meeting the UN4G without performing design qualification and periodic testing. [173.119(a), 173.202, 172.301(a), 172.702(b), 172.704(a) and (d), 172.202(a)(5), 172.202(c), 178.601(k), 178.601(d)] Case No. 95-69-SB-WE	\$10,000
SOONER CYLINDER SERVICE, INC. (Cylinder Retester)	Failed to condemn cylinders with permanent expansion exceeding 10% of total expansion; performed hydrostatic retesting with equipment not accurate to within one percent. [173.34(e)(6)(i)(D), 173.34(e)(4)(iii), 173.34(e)(4)(iv)] Case No. 98-225-CR-SW	\$2,000
SOUTHEASTERN FUMIGANTS, INC. (Shipper)	Offered organic phosphate compound in a DOT-4BA240 cylinder marked as meeting a DOT exemption that was equipped with an education tube, in violation of the exemption; failed to provide function-specific employee training, or create and maintain records of employee training testing. [DOT-E 11044-Paragraph 7, 172.702(b), 172.704(a)(2) and (d)] Case No. 98-294-SC-SO	\$5,450

Company Name	Case Description	Penalty Amount
SOUTHWESTERN FIRE & SAFETY (Cylinder Retester)	Failed to demonstrate the accuracy the pressure-indicating device on the testing equipment to within 500 psi of actual test pressure for pressures above 3,000 psi; failed to keep and maintain a current copy of 49 CFR; failed to create and retain records of current employee training testing. [173.34(e)(4)(iii)(A), 173.34(e)(2)(v)(A), 172.704(d)] Case No. 99-104-CR-CE	\$3,925
SPORTS INVESTMENT COMPANY D/B/A ALPINE SKI SPORTS (Cylinder Retester)	Performed hydrostatic retesting with equipment not calibrated to an accuracy of one percent; failed to provide employee training. [173.34(e)(3), 172.702(b),172.704(a)] Case No. 95-254-CR-EA	\$4,000
STANISLAUS FIRE PROTECTION SERVICES, INC. (Cylinder Retester)	Failed to condemn cylinders with permanent expansion exceeding 10% of total expansion; conducted a second retest without increasing the test pressure by 100psi or 10% (whichever is lower) when the accuracy of the system could not be maintained due to leakage; failed to provide employee training. [173.34(e)(4), 173.34(e)(3), 172.702(b), 172.704(a)] Case No. 97-022-CR-WE	\$5,300
STATE INDUSTRIAL PRODUCTS, INC. (Shipper)	Offered corrosive liquids, n.o.s., in unauthorized non-UN-standard packaging; offered hazardous materials in packaging marked with the statement "Inside containers comply with prescribed regulations" when the inside containers did not comply with the regulations. [173.202, 171.14(a)(2), 173.25(a)] Case No. 98-273-SB-SO	\$6,750
STONE CONTAINER CORPORATION (Paper Bag Manufacturer)	Manufactured, marked, certified, and sold multi-wall water-resistant paper bags as meeting the UN5M2 standard, when the design qualification tests were not conducted; when the periodic retest of the bags was not conducted at least once every 12 months; when complete records of the design qualification tests were not retained. [178.601(d), 178.601(e), 178.601(l)] Case No. 98-270-BGM-SO	\$11,250

Company Name	Case Description	Penalty Amount
STRATCOR, U.S. VANADIUM CORPORATION (Shipper)	Offered a hazardous material in a portable tank marked as meeting the DOT 51 specification, for which the periodic retest had become due, and failed to mark the most recent retest date on the tank. [173.32(e)(1)(i), 173.32(e)(3), 173.32(e)(5)] Case No. 99-209-SPT-SW	\$3,200
DOOLEY TACKABERRY, INC. (Cylinder Retester)	Failed to condemn cylinders with permanent expansion exceeding 10% of total expansion; performed hydrostatic retesting with equipment not calibrated to an accuracy of one percent; failed to maintain accurate records of reinspection and retest. [173.34(e)(4), 173.34(e)(3), 173.34(e)(5)] Case No. 96-256-CR-SW	\$6,000
TARR, INC. (Shipper)	Offered petroleum distillates in an unauthorized non-specification, non-UN-standard outer packaging; failed to list the proper shipping name on the accompanying shipping paper; failed to mark packaging containing liquid with orientation markings. [173.119, 173.202, 172.202(a)(1), 172.202(a)(3), 173.312] Case No. 96-08-SB-WE	\$5,000
TECHMATIC, INC. (Shipper)	Offered corrosive solid n.o.s. in unauthorized, non-UN-standard packaging; failed to mark packaging with the proper shipping name and identification number; failed to close a UN standard 55-gallon drum according to the manufacturer's closure instructions. [173.22(a)(2), 173.212(a), 172.301(a) and (b), 173.22(a)(4), 173.24(b) and (f)(2)] Case No. 98-283-SD-SO	\$5,000
TECHNICAL ORDNANCE, INC. (Shipper)	Offered five different explosives that had not been examined or approved and thus were forbidden for transportation; offered hazardous material accompanied by a shipping paper that did not include a 24-hour emergency response telephone number; failed to include an exemption number notation on a shipping paper. [Five counts of 173.51(b) and 173.86(b), 172.201(d), 172.604(a), 172.203(a)] Case No. 94-62-SE-CE	\$26,600

Company Name	Case Description	Penalty Amount
TEMPLET N TEMPLET WELDING SUPPLY, INC. (Cylinder Retester/Shipper)	Performed hydrostatic retesting with equipment not calibrated to an accuracy of one percent; filled and offered cylinder that were out of test; failed to check a cylinder's daily compression values for at least 30 days; offered compressed gas without marking the cylinder with the technical name of the material. [173.34(e)(3), 173.301(c), 173.302(e), 172.301(b)] Case No. 95-30-CRS-SW	\$7,500
TRIGON CORPORATION D/B/A SUNRISE ENVIRONMENTAL SCIENCES (Shipper)	Offered hydrofluoric and sulfonic acid mixture, a corrosive and poisonous material, in unauthorized UN-standard packaging; affixed packagings with a subsidiary hazard label that displayed the hazard class of the material. [173.290, 173.201, 172.402(b)] Case No. 96-207-SB-WE	\$3,912
TUNNELL BARREL & DRUM CO., INC (Drum Reconditioner)	Represented, certified, and marked steel drums as meeting the UN1A1 standard without performing design qualification tests; without marking the correct identification code and drum thickness. [173.28(c)(3), 178.601(d), 178.503(a)(2) and (9), 178.509(a)(1)] Case No. 96-164-DR-EA	\$3,840
ULTRA SCIENTIFIC, INC. (Shipper)	Offered corrosive liquids without marking the outer package with the proper shipping name of the material, without affixing the required hazard class label to the outer package, and failed to provide a shipping paper describing the material, providing emergency response information, or listing a 24-hour emergency response telephone number. [172.301(a), 172.400(a)(1), 172.600(c), 172.604(a)] Case No. 99-313-SB-EA	\$8,800
UNION PACIFIC DISTRIBUTION (Shipper)	Offered resin solution in an intermodal portable tank without conducting the required periodic hydrostatic retest. [173.32c(c)] Case No. 98-023-SIT-HQ	\$2,800
UNIROYAL CHEMICAL COMPANY, INC. (Shipper)	Offered a self-reactive solid, type D (containing diphenyloxide-4, 4-disuphohydrazide), 4.1, in fiber drums marked as meeting the UN1G standard without assembling the drums as specified in the manufacturer's closure notification and as assembled for the design qualification testing, and thereby failed to use an authorized UN standard packaging. [173.22(a)(2) and (4), 173.224(a) and (b)] Case No. 98-095-SD-EA	\$4,650

Company Name	Case Description	Penalty Amount
UNITOR SHIPS SERVICE, INC. (Cylinder Retester)	Failed to condemn cylinders with permanent expansion exceeding 10% of total expansion; performed hydrostatic retesting with equipment not calibrated to an accuracy of one percent; failed to provide recurrent employee training; offered a toxic material accompanied by a shipping paper that failed to include a proper shipping description; affixed improper labels on a packaging. [173.34(e)(4), 173.301(j), 173.34(e)(3), 172.702(b), 172.704(c)(2), 172.202(a)(1), 172.400, 172.442] Case No. 96-167-CR-SW	\$12,000
VALMET AUTOMATION (Shipper)	Offered radioactive material, n.o.s., in packaging marked as meeting the DOT 7A Type A specification without maintaining documentation that the methods of construction, packaging design, and materials of construction complied with the specification.; offered it accompanied by a shipping paper that did not contain a 24-hour emergency response telephone number monitored at all times; failed to include on the shipping paper the letters "RQ" either before or after the basic shipping description. [173.415(a), 178.350, 172.604(a), 172.203(c)(2)] Case No. 99-214-RMS-SW	\$7,650
VAN LEER CONTAINERS, INC. (Steel Drum Manufacturer)	Manufactured, marked, certified and sold 55-gallon steel drums as meeting the UN1A2 standard when the drums were not capable of passing the leakproofness test. [178.601(b), 178.604] Case No. 98-333-DM-EA	\$8,820
VAN WATERS & ROGERS, INC. (Shipper)	Offered formic acid when the material was not properly packaged in an authorized bulk packaging. [173.22(a)(2), 173.242(d), 172.101(h), 172.102(b) and (c)] Case No. 99-310-SIBC-EA	\$10,000
VIKING EXPLOSIVES & SUPPLY, INC. (Shipper)	Offered explosives, blasting, Type E, 1.5D, in a MC 306 cargo tank that had not been properly reinspected and tested; failed to provide recurrent employee training. [180.407, DOT-E 8554-Paragraph 8, 172.702(b), 172.704(c)(2)] Case No. 98-014-SE-HQ	\$6,300
VP RACING FUELS, INC. (Shipper)	Offered flammable liquid n.o.s. (containing xylene) in a non-UN-standard combination packaging; failed to provide employee training. [173.202(a) and (b), 172.702(b), 172.704(a) and (c)(2)] Case No. 99-164-SB-WE	\$8,500

Company Name	Case Description	Penalty Amount
VP RACING FUELS, INC. (Shipper)	Offered propylene oxide, 3, PG I, in a packaging certified only to the PG II performance standard, thereby making it an unauthorized packaging; offered petroleum distillates in UN standard drums that had not been closed in accordance with the manufacturer's closure notification. [173.22(a), 173.201, 178.2(b)(2), 178.601(b), 173.24(f)(2)] Case No. 99-206-SP-SW	\$6,000
WEST AGRO, INC. (Shipper)	Represented, marked, and certified an intermediate bulk container as meeting the UN 31HA1 standard when the prescribed retest and reinspection had not been performed; failed to mark the most recent periodic retest date on an IBC marked as meeting the UN 31HA1 standard. [180.352(a), 173.32(e)(3)] Case No. 98-205-SIBC-SW	\$2,390
THE WET SHOP, INC. (Cylinder Retester)	Failed to condemn cylinder with permanent expansion exceeding 10% of total expansion; conducted a second retest without increasing the test press by 100psi or 10% (whichever is lower) when the accuracy of the test apparatus could not be maintained due to leakage; failed to remark aluminum exemption cylinders as DOT 3AL; failed to maintain accurate records of reinspection and retest; failed to provide employee training. [173.34(e)(4), 173.34(e)(3), 173.23(c), 173.34(e)(5), 172.702(b), 172.704(a)] Case No. 94-149-CR-EA	\$4,000
WORLD RESOURCES COMPANY, INC. (Shipper)	Represented, marked, and certified flexible intermediate bulk containers as being in compliance when periodic retesting was not conducted; failed to provide closure instructions to persons to whom the packages were transferred. [178.601(e), 178.801(c)(6), 178.2(c)] Case No. 99-180-FIBC-WE	\$3,600

Company Name	Case Description	Penalty Amount
WYOMING VALLEY HEALTH CARE SYSTEM, INC. D/B/A NESBITT MEMORIAL HOSPITAL (Shipper)	Offered regulated medical waste, purportedly under terms of a DOT exemption, without holding a copy of the exemption, and in inner packages that were not authorized by the exemption or the regulations; offered it accompanied by shipping papers that did not list the hazard class, packing group, or the "DOT E" notation, that included an improper sequence for the basic shipping description and the wrong container type abbreviation; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2), 173.22a(b), 173.197(a), DOT-E 11686-Paragraph 7.a.iv, 172.202(a)(2) and (4), 172.202(c), 172.203(a), 172.702(b),172.704(a) and (d)] Case No. 98-324-SBG-EA	\$5,650
XIAN PETROLEUM EXPLORATION INSTRUMENT COMPLEX (Shipper)	Offering an unapproved, and thus forbidden, explosive aboard a passenger aircraft. [173.51(a), 173.54(a), 173.56(b)] Case No. 96-232-FSE-SW	\$16,500

Total Penalties - \$1,559,039