

Company	SUMMARY	Amount
A & B SAFETY, LLC. (Cylinder Retester)	After equipment malfunction, repeated the retest at the same pressure, instead of 10% or 100 psi higher, whichever is lower. [173.34(e)(4)(v)] Case No. 99-219-CR-SW	\$2,170
A-1 ENTERPRISES, INC. D/B/A A-1 FIRE & SAFETY (Cylinder Retester)	Failed to verify the accuracy of its hydrostatic test equipment to within one percent of actual test pressure; failed to maintain complete and accurate records of visual inspection and hydrostatic retest. [173.34(e)(4)(iii)(A), 173.34(e)(4)(iv), 173.34(e)(8)(ii)(A)] Case No. 00-242-CR-SW	\$3,375
A-OX WELDING SUPPLY COMPANY, INC. (Cylinder Retester)	Condemned cylinders without stamping a series of Xs over DOT specification number and marked service pressure, or stamping "CONDEMNED" on the shoulder, top head, or neck of the cylinder, or, alternately, with the owner's permission, rendering the cylinder incapable of holding pressure and failing to give notice to the owner that the cylinders were condemned; marked cylinders with a "plus" mark without calculating average or maximum wall stress; failed to provide employee training, or create and retain records of training testing. [173.34(e)(6)(ii) and (iii), 173.302(c) and (c)(3), 172.702(b), 172.704(a) and (d)] Case No. 99-128-CR-CE	\$4,200
ABSOLUTE FIRE PROTECTION, INC. (Cylinder Retester)	Failed to calibrate the test equipment prior to testing DOT cylinders. [173.34(e)(4)(iii)(A)] Case No. 00-233-CR-SW	\$1,560
ABSOLUTE PROTECTIVE SYSTEMS, INC. (Cylinder Retester)	Failed to hold a current retester's identification number; failed to demonstrate the accuracy of the pressure-indicating device to within 500 psi of the actual test pressure for pressures at or above 3,000 psi; failed to maintain records of reinspection and retest; failed to create and retain records of employee training testing. [173.34(e)(2)(i), 173.34(e)(4)(iii)(A), 173.34(e)(4)(iv), 173.34(e)(8)(ii), 172.704(d)] Case No. 01-085-CR-EA	\$9,150

Company	SUMMARY	Amount
ACETYLENE OXYGEN COMPANY, INC. (Cylinder Retester/Shipper)	Failed to demonstrate the accuracy of the test equipment to an accuracy within one percent of actual test pressure; failed to remark aluminum exemption cylinders as DOT 3AL; failed to test cylinders at the minimum test pressure; failed to check and maintain daily records of cylinder compression values. [173.34(e)(3), 173.23(c), 173.34(e), 173.302(e), 173.303(d)] Case No. 95-187-CRS-SW	\$8,000
ACTION CONTAINER, INC. (Fiberboard Box Manufacturer)	Manufactured, marked, certified, and sold fiberboard boxes as meeting the UN4G standard without performing the stacking test; failed to mark the boxes with the address of the manufacturer. [178.601(d), 178.606(c), 178.503(a)(8)] 96-45-BM-EA	\$2,000
ADVANCED PACKAGING TECHNOLOGY (Third-Party Package Certifier)	Failed to condition packaging prior to testing; failed to maintain reports of testing. [173.227, 178.601(d), 178.603(c), 178.601(l)] Case No. 98-315-PC-EA	\$8,400
AGRICULTURAL SERVICES, INC. (Shipper)	Offered hazardous materials without executing a shipping paper, failing to include an authorized 24-hour emergency response telephone number, failing to affix hazard warning labels to packages, and failing to mark packages; failed to provide function-specific employee training, or create and retain records of training testing; failed to close drums in accordance with the manufacturer's closure notification. [172.201(d), 172.400(a), 172.301(a), 172.304(a), 172.604(a)(3), 172.604(b), 172.702(b), 172.704(a)(2) and (d), 173.22(a)(4), 173.24(f)(2)] Case No. 00-215-SPSD-SW	\$6,800
ALCHEM CORPORATION (Shipper)	Offered environmentally hazardous substance, liquid, n.o.s. (containing silver nitrate) in an unauthorized non-UN-standard packaging. [173.22(a)(2), 173.203] Case No. 01-213-SD-SW	\$1,000

Company	SUMMARY	Amount
ALEUTIAN PROPANE SALES (Shipper)	Failed to register with RSPA; offered and transported liquefied petroleum gas in a cargo tank marked as meeting the DOT MC-331 specification, when (1) visual inspection and leak testing had not been performed within the year before the tank was filled, (2) the pressure test had not been performed within five years before the tank was filled, (3) monthly inspections were not performed on the cargo hose assembly, piping system, emergency discharge control devices, and the internal self-closing stop valve, and (4) records of inspection were not maintained. [107.608, 107.612, 180.407, 180.416(d)] Case No. 01-005-SCT-HQ	\$6,400
ALLEGIANCE HEALTHCARE CORP. (Shipper)	Offered water reactive solid, n.o.s., in unauthorized non-UN-standard packaging; offered it as an unregulated material in non-bulk packaging by not marking the proper shipping name and UN identification number on the packages, not affixing hazard warning labels to the packaging, and not preparing a shipping paper that properly described the material, or included emergency response information or a 24-hour emergency response telephone number; offered methanol in unauthorized combination packaging by using different inner packages that did not provide an equivalent level of performance as those tested. [173.22(a)(2), 173.211, 172.200(a), 172.301(a), 172.400(c), 172.600(c), 172.604(a), 173.22(a)(2), 173.202, 178.601(g)(1)] Case No. 00-099-SB-EA	\$17,250
ALLIANT TECHSYSTEMS, INC. (Fiber Box Manufacturer/Shipper)	Represented, marked, and certified fiberboard boxes as meeting the UN4G/Y32/S standard, and used them to offer fuzes, detonating, when design qualification testing had not been conducted, and the boxes were not authorized because they no longer retained their original structural integrity and the gross mass of each box exceeded the maximum gross mass for which they had been certified. [178.601, 173.24(b)(2), 173.28(a), 173.62(b)] Case No. 00-103-BMS-CE	\$9,000

Company	SUMMARY	Amount
ALLIED DRUM SERVICE, INC. (Drum Reconditioner)	Represented, certified, marked, and sold a reconditioned 30-gallon steel drum as meeting the requirements of the regulations when the drum was not originally manufactured to a UN standard and design qualification testing had not been conducted. [178.2(b), 178.601(d), 178.603, 178.604, 178.605, 178.606] Case No. 01-371-DR-EA	\$5,100
ALTAWOOD, INC. (Shipper)	Offered compressed gas in aerosol containers that had not been subjected to a required hot water bath test; failed to provide general awareness and function-specific employee training. [173.306(a)(3)(v), 172.702(b), 172.704(a)(1) and (2)] Case No. 00-181-SC-WE	\$5,250
AMERICAN AIRLINES, INC. (Cylinder Retester)	Failed to verify the accuracy of the hydrostatic testing equipment to within one percent of the calibrated cylinder's pressure and corresponding expansion values; failed to maintain complete records of visual reinspection and hydrostatic retest; after equipment malfunction, repeated the hydrostatic retest at the same pressure, rather than at a pressure 10% or 100 psi higher, whichever is lower. [173.34(e)(4)(iv), 173.34(e)(8)(ii), 173.34(e)(8)(ii)(B), 173.34(e)(4)(v)] Case No. 00-207-CR-SW	\$5,810
AMERICAN BREATHING SYSTEMS, INC. (Cylinder Retester)	Failed to retest cylinders at the prescribed pressure; failed to maintain minimum test pressure for at least 30 seconds or longer to allow complete expansion of the cylinder; failed to properly mark a cylinder with the retest date; failed to prepare and maintain complete records of cylinder requalification; failed to properly condemn cylinders. [173.34(e), 173.34(e)(4)(v), 173.34(e)(1), 173.34(e)(7), 173.34(e)(8)(ii)(B), 173.34(e)(6)(G)(iii)] Case No. 00-088-CR-EA	\$5,400
AMERICAN COURIER EXPRESS CORP. (Motor Carrier)	Transported radioactive material under the authority of a DOT exemption, without having radiation equipment calibrated on an annual basis; without assessing on a monthly basis the radiation exposure received by each person working under the exemption's authority; and without providing recurrent employee training. [DOT-E 8308-Paragraph 7.i., DOT-E 8308-Annex 2, Section II, 172.702(b), 172.704(c)(2)] Case No. 01-013-RMC-HQ	\$6,000

Company	SUMMARY	Amount
AMERICAN DENTAL HYGENICS D/B/A UNICEP (Shipper)	Offered hydrogen peroxide, aqueous solution, with 35% hydrogen peroxide, in unauthorized combination packaging; failed to assure that inner plastic bags were capable of meeting the internal pressure requirements; failed to pack, secure, and cushion inner packages in a manner that would prevent breakage, leakage, and movement within the outer packaging under conditions normally incident to transportation; failed to provide function-specific employee training. [172.22(a)(2), 173.24(c)(1), 173.202, 173.27(c), 173.24(b)(2), 173.24a(a)(3), 172.702(b), 172.704(a)(2)] Case No. 99-178-SB-WE	\$6,000
AMERICAN PROMOTIONAL EVENTS, INC. (Shipper)	Offered fireworks, 1.4G, in a package not marked with the appropriate "EX" approval number, or, alternatively, without including the proper "EX" approval number on the shipping paper; offered fireworks, 1.4G, in packaging that was unauthorized because it was not properly assembled or closed; failed to provide function-specific employee training. [172.320(a), 172.320(d), 173.22(a)(2), 173.62, 172.702(b), 172.704(a)(2)] Case No. 00-282-SE-SO	\$5,990
AQUA PRODUCTS, INC. (Shipper)	Offered corrosive liquids, n.o.s., in non-UN-standard packaging; failed to properly mark packages with orientation arrows, and failed to mark the package with a proper shipping name. [173.154(b)(1), 172.301(a)(1), 172.312(a)(2)] Case No. 97-087-SB-EA	\$6,400
ARCET EQUIPMENT COMPANY, INC. (Cylinder Retester)	After equipment malfunction, repeated the hydrostatic test at the same pressure, rather than at a pressure 10% or 100 psi higher, whichever is lower. [173.34(e)(4)(v)] Case No. 01-094-CR-EA	\$2,100
ASHLAND, INC. D/B/A ASHLAND DISTRIBUTION COMPANY (Shipper)	Offered potassium hydroxide solution in an unauthorized intermediate bulk container that had not been retested within the previous 2.5-year period; offered acetic acid, glacial, in an unauthorized used plastic drum that had not been tested for leakproofness prior to reuse; failed to keep reports of periodic tests for its intermediate bulk containers. [173.242(d), 178.352(a) and (b), 173.28(b)(2), 173.202, 180.3(a), 180.352(f)] Case No. 00-391-SIBCD-EA	\$14,125

Company	SUMMARY	Amount
ASHLAND, INC. D/B/A ASHLAND SPECIALTY CHEMICAL CO. (Shipper)	Offered nitric acid in used composite packaging marked as meeting the UN6HH1 standard and as having been tested for leakproofness, when they had not been; offered hydrochloric acid in combination packaging marked as meeting the UN4G standard, when they were not closed in the same manner in which they were tested. [173.28(b)(2), 173.158(f)(1), 178.604, 173.22(a)(4), 173.202, 178.601(b)] Case No. 01-097-DRSBD-EA	\$6,750
ASHLAND, INC. D/B/A EAGLE ONE INDUSTRIES (Shipper)	Offered a corrosive liquid when the packaging was authorized only when the material was prepared in accordance with the exceptions in the regulations, which it was not. [173.22(a)(4), 172.316, 173.154] Case No. 01-168-SB-WE	\$3,000
ASHLAND, INC. D/B/A THE VALVOLINE COMPANY (Shipper)	Offered a corrosive liquid when the packaging was authorized only when the material was prepared in accordance with the exceptions in the regulations, which it was not. [173.22(a)(4), 172.316, 173.154] Case No. 01-167-SB-WE	\$3,000
ASTRO AMERICAN CHEMICAL CO., INC. (Shipper)	Offered toxic liquids, organic, n.o.s. (containing tetrachloroethylene) in a portable tank marked as meeting the DOT 57 specification that had not been retested for leakproofness in more than 2.5 years prior to reuse. [173.32(e)(1)(ii)] Case No. 00-274-SPT-SO	\$1,800
ATHEA LABORATORIES, INC. (Shipper)	Offered methanol solution in an unauthorized packaging. [173.22(a)(2), 173.202] Case No. 00-249-SB-SW	\$4,800
ATLANTIC ASSOCIATES INTERNATIONA L D/B/A HIBRETT PURATEX (Shipper)	Offered compound, cleaning, liquid, and hypochlorite solutions in reused drums that were not inspected and retested, and in non-UN-standard packages marked as meeting an old DOT specification; offered hydrofluoric and sulfuric acid mixture in packages affixed with improper subsidiary hazard warning labels; offered it without marking the shipping name on the packages; offered sodium hydroxide solution accompanied by a shipping paper with an unsigned shipper's certification; failed to close packaging in accordance with the manufacturer's closure notification. [173.22(a), 173.28(b), 173.202(c), 173.203(c), 171.14(a), 172.402(b), 172.301(a), 172.304(a), 172.204(a) and (d), 173.22(a)(4)] Case No. 99-051-SD-EA	\$5,400

Company	SUMMARY	Amount
ATLANTIC HEALTH SYSTEM, INC. (Shipper)	Offered regulated medical waste in packaging authorized by a DOT exemption that did not fully comply with the exemption. [DOT-E 10833–Paragraphs 7.a.3 and 7.d.7, 173.197(a)] Case No. 01-361-SBG-EA	\$6,200
AUTOMATED FIRE CONTROL, INC. (Cylinder Retester)	Performed hydrostatic retesting with equipment not accurate to within one percent; failed to remark aluminum exemption cylinders as DOT 3AL; failed to maintain accurate records of reinspection and retest; failed to create and retain records of employee training testing; failed to maintain hydrostatic pressure for at least 30 seconds, or as long as necessary for complete expansion of the cylinder. [173.34(e)(4)(iv), 173.23(c), 173.34(e)(8)(ii), 172.704(d), 173.34(e)(4)(v)] Case No. 97-220-CR-SW	\$7,000
AUTOMATIC PROTECTION SYSTEMS CORP. (Cylinder Retester)	Failed to condemn cylinders with permanent expansion exceeding 10% of total expansion; after equipment malfunction, repeated the hydrostatic test at the same pressure, rather than at a pressure 10% or 100 psi higher, whichever is lower; failed to determine the accuracy of the retest equipment to within one percent of actual test pressure. [173.34(e)(4), 173.34(e)(3), 173.34(e)(3)] Case No. 95-279-CR-SW	\$5,400
BOB BALBI D/B/A CERTIFIED CYLINDER TESTING CO. (Cylinder Retester)	Failed to demonstrate the accuracy of the retest equipment to within one percent; after equipment malfunction, repeated the hydrostatic test at the same pressure, rather than at a pressure 10% or 100 psi higher, whichever is lower. [173.34(e)(4)(iii)(A), 173.34(e)(4)(v)] Case No. 98-553-CR-EA	\$2,208
BARBER’S CHEMICALS, INC. (Shipper)	Offered corrosive liquid in portable tank marked as meeting a DOT exemption that was out of test; offered corrosive liquid in an unauthorized 15-gallon plastic drum; failed to provide recurrent employee training; offered corrosive liquid accompanied by a shipping paper that incorrectly indicated a reportable quantity; marked packages with “RQ” when they did not contain a reportable quantity. [173.22(a)(2), 173.32(e)(5), DOT-E 9374–Paragraph 7.g., 173.22(a)(2), 173.24(c)(1), 173.202(a), 172.702(b), 172.704(c)(2), 172.203(c)(2), 172.301(a), 172.324(b)] Case No. 99-057-SPT-EA	\$5,779

Company	SUMMARY	Amount
<p>L. E. BATCHELDER D/B/A L.E.B.C.O. FIRE EQUIPMENT CO., INC. (Cylinder Retester)</p>	<p>Failed to hold a current retester's identification number; failed to mark cylinders in a legible manner; failed to verify that the pressure- and expansion-indicating devices on the retest equipment were accurate to within one percent of actual test pressure; failed to maintain daily records of reinspection and retest; failed to provide employee training, or create and retain records of training testing. [173.34(e)(2)(i), 173.34(c), 173.34(e)(4)(iii), 173.34(e)(1)(ii), 173.34(e)(8)(ii), 172.702(b), 172.704(a) and (d)] Case No. 98-111-CR-CE</p>	<p>\$4,500</p>
<p>BECKER-PARKIN DENTAL SUPPLY CO., INC. (Shipper)</p>	<p>Failed to provide employee training; offered a flammable liquid accompanied by a shipping paper the failed to list the proper packing group for the material. [172.702(b), 172.704(a), 172.202(a)(4)] Case No. 96-28-SB-EA</p>	<p>\$3,900</p>
<p>BETZDEARBORN , INC. (Fiber Box Manufacturer/Shipp er)</p>	<p>Represented, marked, and certified combination packaging as meeting the UN4GV and 4G standards, when design qualification testing was not conducted; represented, marked, and certified combination packaging as meeting the UN4G standard, when they were not periodically tested once every 24 months; marked boxes with a UN certification that included an unauthorized symbol; offered nitric acid accompanied by a shipping paper that listed an incorrect packing group. [178.601(d), 178.603(a), 178.606(a), 178.601(c)(2), 178.601(e), 178.503(a)(8), 172.201(a)(4), 172.202(a)] Case No. 00-055-BMS-EA</p>	<p>\$17,000</p>
<p>BIO-WASTE INDUSTRIES, INC. (Shipper)</p>	<p>Offered regulated medical waste in two different bulk packagings not authorized for this material; failed to mark the UN identification number on the packaging; failed to provide employee training, or create and retain records of training testing; failed to including the quantity of the material on the shipping paper. [DOT-E 11854-Paragraphs 7.a.(3) and (4), 8.c., and 10, 172.301(a), 172.302(a), 172.702(b), 172.704(a) and (d), DOT-E 11854-Paragraph 11, 172.202(a), 177.817(a)] Case No. 00-270-SIBC-SO</p>	<p>\$6,450</p>



Company	SUMMARY	Amount
BMW OF NORTH AMERICA, INC. (Fiber Box Manufacturer/Shipper)	Represented, marked, and certified combination packaging as meeting the UN4G1 standard, and offered isopropanol in it, when design qualification testing was not conducted; failed to provide function-specific and safety employee training. [173.202, 178.601(d), 172.702(b), 172.704(a)(2) and (3)] Case No. 00-185-SB-WE	\$10,500
BOC GASES, INCORPORATED (Cylinder Retester)	Failed to verify the accuracy of the retest equipment to an accuracy within one percent of the calibrated cylinder's pressures and corresponding expansion values; after equipment malfunction, repeated the hydrostatic test at the same pressure, rather than at a pressure 10% or 100 psi higher, whichever is lower; failed to maintain complete records of reinspection and retest; failed to provide function-specific employee training, or create and retain records of training testing. [173.34(e)(4)(iii) and (iv), 173.34(e)(4)(v), 173.34(e)(8)(ii)(A) and (B), 172.702(b), 172.704(a)(2) and (d)] Case No. 00-069-CR-EA	\$10,000
BROOK WAREHOUSING CORP. (Shipper)	Offered corrosive liquids, flammable, n.o.s. (containing beta-bromo-beta-notrostyrene/petroleum solvent) in non-UN-standard packaging. [173.22(a)(2), 173.201(a) and (c)] Case No. 99-335-SD-EA	\$3,500
BROWN CHEMICAL CO., INC. (Shipper)	Offered sulfuric acid in reused, non-bulk packaging that was not re-qualified as prescribed, and therefore, was not authorized. [173.28(b)(2), 173.202(a)] Case No. 00-367-SD-EA	\$3,000
BUCKEYE FIRE SAFETY PRODUCTS, INC. (Cylinder Retester)	Performed hydrostatic retesting with equipment not accurate to within one percent; failed to condemn cylinders with permanent expansion exceeding 10 percent of total expansion; failed to conduct a complete external visual examination; failed to maintain accurate records of reinspection and retest; failed to remark aluminum exemption cylinders as DOT 3AL. [173.34(e)(3), 173.34(e)(4), 173.34(e)(1), 173.34(e)(5), 173.23(c)] Case No. 91-61-CR	\$4,500

Company	SUMMARY	Amount
C T INTERNATIONAL ENTERPRISE (H.K.) CORP. LTD. (Shipper)	Offered fireworks, 1.3G, accompanied by a shipping paper listing an EX-approval number for a different item, and the material offered had not been examined, classed, and approved, thereby creating an unapproved explosive (three separate violations). [173.51(a), 173.54(c), 173.56] Case No. 00-023-FSE-HQ	\$28,105
CAPITAL FIRE EXTINGUISHER CO., INC. (Cylinder Retester)	Failed to verify the accuracy of the retest equipment to within one percent of the calibrated cylinder's pressures and corresponding expansion values; failed to maintain current copies of all applicable exemptions at its retest facility. [173.34(e)(4)(iii)(A), 173.34(e)(4)(iv), 173.34(e)(2)(v)(B)] Case No. 01-238-CR-SW	\$3,470
CARIB SUPPLY (Portable Tank Manufacturer)	Represented and marked portable tanks as meeting the requirements of a DOT exemption allowing their use in transporting oxygen, refrigerated liquid, when the exemption had expired and the valves on the tanks differed from those authorized by the exemption. [173.318] Case No. 01-007-PTM-HQ	\$5,000
CARLETON TECHNOLOGIES, INC. (Cylinder Manufacturer)	Manufactured, marked, certified, and sold cylinders as meeting a DOT exemption while failing to conduct a hydrostatic test with accurate test equipment to a range within 80% and 120% of test pressure. [DOT-E 11194-Paragraph 7.b.] Case No. 01-016-CM-HQ	\$3,080
CAROLINA COASTAL FIRE SYSTEMS D/B/A COASTAL FIRE SYSTEMS (Cylinder Retester)	Failed to condemn cylinders with permanent expansion exceeding 10% of total expansion; performed retesting with equipment not accurate to within one percent; failed to remark aluminum exemption cylinders as DOT 3AL; failed to maintain accurate records of reinspection and retest. [173.34(e)(4), 173.34(e)(3), 173.23(c), 173.34(e)(5) ] Case No. 94-150-CR-EA	\$4,200
CASPER FIRE EXTINGUISHER SERVICE, INC. (Cylinder Retester)	Failed to hold a current approval or retester's identification number; performed retesting with equipment not accurate to within one percent; failed to maintain accurate records of reinspection and retest; failed to provide employee training, or create and retain records of training testing. [173.34(e)(2)(i), 173.34(e)(4)(iii)(A), 173.34(e)(8)(ii)(A), 172.702(b), 172.704(a) and (d)] Case No. 98-155-CR-WE	\$3,600

Company	SUMMARY	Amount
CENTRAL ARKANSAS RADIATION THERAPY INSTITUTE (Shipper)	Failed to create and retain records of employee training testing; offered radioactive materials, n.o.s., in packaging marked as meeting the DOT 7A Type A specification without maintaining complete documentation of tests and an engineering evaluation or comparative data showing that the construction methods, packaging design, and materials of construction complied with the specification, thereby creating unauthorized packaging; offered this material accompanied by shipping papers that failed to include all of the required emergency response information. [172.704(d), 173.415(a), 173.465(d), 172.602(a)] Case No. 00-012-RMS-HQ	\$6,370
CERPROBE INTERCONNECT SOLUTIONS, INC. (Shipper)	Offered corrosive liquid, basic, inorganic, n.o.s., in used plastic drums that were not authorized because they had not been tested for leakproofness and were not closed in accordance with the manufacturer's closure notification; failed to create and retain records of employee training testing; offered hazardous materials accompanied by a shipping paper that listed a 24-hour emergency response telephone number of a company that had not accepted responsibility for providing information on the materials. [173.22(a)(2), 173.28(b)(2), 172.704(d), 172.604(a)] Case No. 00-244-SD-SW	\$3,450
CHEMCO CORPORATION (Shipper)	Offered acetone in non-DOT specification packaging; failed to register with RSPA; failed to mark packages with the proper shipping name and UN identification number; failed to label packages; offered the material accompanied by a shipping paper that did not include a basic shipping description; failed to provide employee training. [173.119(a), 173.202, 107.601(e) and 608(a), 172.301(a), 172.400(a), 172.201(a), 172.202(a) and (b), 172.702(b), 172.704(a)] Case No. 95-131-SB-EA	\$10,500
CHEMICAL SYSTEMS, INC. (Shipper)	Offered compound, cleaning, liquid, in unauthorized, non-UN-standard packaging; failed to provide employee training, or create and retain records of training testing. [171.14(a)(2), 173.154, 173.202(b), 172.702(b), 172.704(a) and (d)] Case No. 00-212-SD-SW	\$1,500

Company	SUMMARY	Amount
CITY SALES COMPANY (Cylinder Retester)	Failed to determine the average or maximum wall stress for cylinders prior to marking them with a “plus” mark; failed to maintain complete records of reinspection and retest. [173.302(c) and (c)(3), 173.34(e)(8)(ii)(B) and (C)] Case No. 99-123-CR-CE	\$3,465
CLEMENT FIRE & SAFETY D/B/A GULF COAST FIRE & SAFETY (Cylinder Retester)	Failed to condemn cylinders with permanent expansion exceeding 10% of total expansion; after equipment malfunction, repeated the hydrostatic test at the same pressure, rather than at a pressure 10% or 100 psi higher, whichever is lower; failed to determine the accuracy of the retest equipment to within one percent of actual test pressure. [173.34(e)(4), 173.34(e)(3), 173.34(e)(3)] Case No. 95-209-CR-SW	\$4,000
COLUMBUS STEEL DRUM, INC. (Drum Reconditioner)	Represented, marked, certified, and sold reconditioned open-head steel drums and open-head agitator drums as meeting the UN1A2 standard, when the drums were not capable of passing the required drop, leakproofness, hydrostatic, and vibration tests. [178.601(b), 178.603, 178.604, 178.605, 178,608] Case No. 98-133-DR-CE	\$5,000
COLUMBUS STEEL DRUM, INC. (Drum Reconditioner)	Represented, marked, certified, and sold reconditioned open-head steel drums and open-head agitator drums as meeting the UN1A2 standard, when the drums were not capable of passing the required drop, leakproofness, hydrostatic, and vibration tests. [178.601(b), 178.603, 178.604, 178.605, 178,608] Case No. 98-134-DR-CE	\$5,000
COMMERCIAL CHEMICAL PRODUCTS (Shipper)	Offered compounds, cleaning, liquid, in packaging tested to a UN standard, but not marked with a UN certification marking; offered this material accompanied by a shipping paper with no indication that the material was hazardous, no basic shipping description, no shipper’s certification, and no 24-hour emergency response telephone number; failed to provide employee training, or create and retain records of training testing. [178.3(a), 178.503(a), 172.200(a), 172.202, 172.204, 172.604, 172.702(b), 172.704(a) and (d)] Case No. 00-231-SB-SW	\$4,800

Company	SUMMARY	Amount
CONCANNON ENTERPRISES, INC. (Third-Party Package Certifier)	Represented, marked, and certified fiberboard boxes as meeting a UN standard when the design qualification testing and periodic retesting were not performed, and the packaging was incapable of passing the prescribed tests; failed to provide general awareness and function-specific employee training. [178.605, 178.603, 178.601(d) and (e), 172.702(b), 172.704(a)(1) and (2)] Case No. 99-170-PC-WE	\$5,000
CONTAINER GRAPHICS CORPORATION (Shipper)	Offered ethyl methyl ketone in unauthorized, non-UN-standard packaging; offered it accompanied by a shipping paper that contained an unauthorized 24-hour emergency response telephone number; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2), 173.202, 172.604(b), 172.702(b), 172.704(a) and (d)] Case No. 01-176-SB-WE	\$8,325
CP LOUISIANA, INC. (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold 55-gallon steel drums as meeting the UN1A1/Y1.8/300 standard, when the drums were not capable of pass the drop and hydrostatic pressure tests. [178.601(a) and (b), 178.603(a) and (f)] Case No. 00-210-DM-SO	\$5,900
CROUCH SUPPLY COMPANY, INC. (Shipper)	Offered sulfuric acid in an unauthorized, non-specification packaging. [173.213] Case No. 98-224-SDSP-SW	\$2,810
D.P.W., INC. D/B/A A-1 FIRE PROTECTION (Cylinder Retester)	Failed to demonstrate the accuracy of the test equipment and the pressure-indicating device to within 500 psi of the actual test pressure for pressures at or above 3,000 psi; failed to maintain accurate records of visual reinspection and hydrostatic retest. [173.34(e)(4)(iii)(A), 173.34(e)(8)(ii)(B)] Case No. 01-105-CR-CE	\$4,240
J. F. DALEY INTERNATIONAL, LTD. (Shipper)	Offered sodium hydroxide in an intermediate bulk container that had not been retested as required. [178.801(e)(6), 180.352] Case No. 00-223-SPT-SW	\$2,800

Company	SUMMARY	Amount
DELEX CHEMICALS, INC. (Shipper)	Offered corrosive liquid, n.o.s., in non-UN-standard packaging; offered hazardous materials in two portable tanks marked as meeting DOT exemptions that were not retested for leakproofness in more than 2.5 years; failed to mark a proper shipping name on packages; failed to close 55-gallon drums in accordance with the manufacturer's closure notification; failed to provide initial and recurrent employee training; failed to register to RSPA; offered hazardous materials accompanied by a shipping paper that listed additional unauthorized information between the proper shipping name and hazard class. [173.22(a)(2), 173.202(a), 173.32(e), DOT-E 10468-Paragraph 7.b., DOT-E 10172-Paragraph 7.h., 172.301(a), 173.22(a)(4), 173.24(f)(1) and (2), 172.702(b), 172.704(a) and (c)(2), 107.601(e), 107.608(a) and (b), 172.201(a)(4), 172.202(b)] Case No. 98-254-SPTB-SO	\$2,500
DELO WELDING & INDUSTRIAL SUPPLY, INC. (Cylinder Retester)	Failed to confirm that the pressure-indicating device on its retest equipment was accurate to within one percent of the test pressure of the cylinders being tested that day; failed to provide recurrent employee training, or create and retain records of training testing; failed to maintain complete and accurate records of reinspection and retest. [173.34(e)(4)(iii)(A), 172.702(b), 172.704(c)(2) and (d), 173.34(e)(8)(ii)(B)] Case No. 00-393-CR-EA	\$3,000
DICKLER CHEMICAL LABORATORIES, INC. (Fiber Box Manufacturer/Shipper)	Manufactured, marked, certified, and sold two separate designs of fiberboard boxes as meeting the UN4G standard, when periodic testing had not been performed as prescribed; offered sulfuric acid accompanied by a shipping paper that listed an invalid 24-hour emergency response telephone number; offered compound, cleaning liquid, accompanied by a shipping paper that included additional unauthorized information prior to the basic shipping description, and had an unsigned shipper's certification. [178.601(e), 172.604(b), 172.201(a)(4), 172.204(d)(1)] Case No. 99-093-BMS-EA	\$4,884
DOW AGROSCIENCES, L.L.C. (Shipper)	Offered chloropicrin, PIH, Zone B, PG I, in a plastic package that had not been tested for compatibility and permeability, as required. [173.22(a)(2), 173.24(e)(3)(ii)] Case No. 00-615-SB-EA	\$6,075

Company	SUMMARY	Amount
JOHN DUSSIA (Shipper)	Offered compressed gas (containing bromotrifluoromethane pressured with nitrogen) without preparing a shipping paper; offered it in an overpack that was not properly marked. [172.200(a), 172.201, 173.25(a)(2) and (4)] Case No. 98-215-SB-SW	\$3,000
DYNA-GRO CORPORATION (Shipper)	Offered corrosive liquids, n.o.s., in non-UN-standard packaging; offered corrosive liquids, n.o.s. that were not properly classed, and accompanied by shipping papers that failed to properly describe the material or include a 24-hour emergency response telephone number and other emergency response information; failed to provide employee training, or create and retain records of training testing. [173.22(a), 173.201, 173.202, 172.200(a), 172.600(c), 172.604(a), 173.22(a)(1), 172.702(b), 172.704(a) and (d)] Case No. 99-182-SBP-WE	\$10,000
EAGLE CIRCUITS, INC. (Shipper)	Offered corrosive liquid, basic, inorganic, n.o.s., in used plastic drums not authorized because they had not been tested for leakproofness and were not closed in accordance with the manufacturer's closing notification; failed to provide function-specific employee training, or create and retain records of training testing; offered hazardous materials accompanied by a shipping paper that did not include a 24-hour emergency response telephone number that was monitored at all times. [173.22(a), 173.28(b)(2), 172.702(b), 172.704(a)(2) and (d), 172.604(a)] Case No. 00-243-SD-SW	\$5,100
EAGLE PACIFIC INDUSTRIES, INC. (Shipper)	Offered a flammable solid without executing a shipping paper; failed to close a package containing a flammable solid so as to prevent release of the material into the environment under conditions normally incident to transportation; failed to mark the proper shipping name on a package; failed to provide employee training. [172.200(a), 173.22(a)(4), 173.24(b)(1), 172.301(a), 172.702(b), 172.704(a)] Case No. 00-087-SB-EA	\$6,050

Company	SUMMARY	Amount
EASTERN AERO MARINE, INC. (Cylinder Retester)	Performed hydrostatic retesting with equipment not accurate to within one percent of actual test pressure; failed to condemn cylinders with permanent expansion exceeding 10% of total expansion; failed to maintain current copies of exemptions at its retest facility; failed to provide recurrent employee training. [173.34(e)(4)(iii), 173.34(e)(6)(F), 173.34(e)(2)(v)(B), 172.702(b), 172.704(c)(2)] Case No. 98-266-CR-SO	\$4,710
EASTMAN KODAK COMPANY, INC. (Fiber Box Manufacturer/Shipper)	Represented, marked, and certified fiberboard boxes as meeting a UN standard, when they had never been subjected to design qualification testing or when proper design qualification testing was never completed; represented, marked, and certified fiberboard boxes as meeting a UN standard, when the required periodic testing had never been conducted. [178.2(b), 178.601(d), 178.601(e)] Case No. 01-352-BMS-EA	\$24,935
ELEKEIROZ S.A. (Shipper)	Offered maleic anhydride in an unauthorized, non-UN-standard packaging; offered it accompanied by a shipping paper that did not include a 24-hour emergency response telephone number, the packing group, or a shipper's certification, and included unauthorized information placed between the proper shipping name and the hazard class in the basic shipping description. [173.22(a)(2), 173.213(c), 172.202(a)(4) and (c), 172.204(a), 172.604(a)] Case No. 00-286-FSBG-SO	\$4,200
ENSIGN-BICKFORD COMPANY, INC. (Shipper)	Offered RDX, wetted, 1.1., in reused, damaged, and unauthorized packaging that showed evidence of a reduction in its structural integrity. [173.28(a), 173.62] Case No. 00-120-SD-CE	\$8,450



Company	SUMMARY	Amount
ENVIRO-PAK (Fiber Drum Manufacturer)	Manufactured, marked, certified, and sold 55-gallon fiber drums as meeting the UN1G standard, while failing to properly perform design qualification and periodic testing, and when the drums were not capable of passing the drop test; failed to prepare and maintain records of design qualification and periodic testing; failed to prepare and provide accurate and complete written closure instructions; failed to provide general awareness and function-specific employee training; failed to register a manufacturer's symbol with the Associate Administrator for Hazardous Materials Safety. [178.2(b), 178.601(d) and (e), 178.601(b), 178.601(l), 178.2(c), 178.601(b), 172.702(b), 172.704(a)(1) and (2), 178.3(a)(2), 178.503(a)] Case No. 00-056-DM-EA	\$13,200
FINE GRINDING CORPORATION (Shipper)	Offered para-formaldehyde in unauthorized packaging; offered it without preparing a proper shipping paper; failed to provide function-specific employee training; failed to register with RSPA. [173.22(a)(2), 173.212, 173.22(a)(1), 172.200(a), 172.201(d), 172.202, 172.600(c), 172.604, 172.702(b), 172.704(a)(2), 107.601(e), 107.608(a)] Case No. 99-328-SBG-EA	\$7,600
FIRE & SAFETY EQUIPMENT SALES (ASTA BROTHERS) (Cylinder Retester)	Performed hydrostatic testing with inaccurate equipment; failed to condemn cylinders with permanent expansion exceeding than 10 percent of total expansion; failed to calculate the average or maximum wall stress for cylinders marked with a “plus” mark; failed to maintain records of reinspection and retest; failed to conduct retesting at the minimum test pressure. [173.34(e)(3), 173.34(e)(4), 173.302(c)(3) and (5), 173.34(e)(5), 173.34(e)(3)] Case No. 92-109-CR-EA	\$3,906

Company	SUMMARY	Amount
FIRE EXTINGUISHER MAINTENANCE CO., INC. (Cylinder Retester)	Failed to verify the accuracy of its test equipment to within one percent of actual test pressure; for a cylinder being condemned, failed to mark Xs over the DOT specification and service pressure, or stamp “CONDEMNED” on the shoulder, top head, or neck of the cylinder, or render the cylinder incapable of holding pressure; failed to maintain a copy of CGA Pamphlet C-6 at its retest facility; failed to keep and maintain complete and accurate records of reinspection and retest; failed to provide recurrent employee training, or create and retain records of training testing. [173.34(e)(4)(iii)(A), 173.34(e)(6)(ii), 173.34(e)(2)(v)(C), 173.34(e)(8)(ii), 172.702(b), 172.704(c)(2) and (d)] Case No. 00-098-CR-EA	\$6,000
FIRE EXTINGUISHER SALES AND SERVICE, INC. (Cylinder Retester)	Failed to verify the accuracy of the retest equipment to within one percent. [173.34(e)(4)(iii)(A), 173.34(e)(4)(iv)] Case No. 01-114-CRS-CE	\$2,920
FIRE FOE CORPORATION (Cylinder Retester)	Failed to perform a proper internal visual inspection of cylinders; performed hydrostatic retesting with equipment not accurate to within one percent. [173.34(e)(1), 173.34(e)(3)] Case No. 88-10-CR	\$2,344
FLINN SCIENTIFIC, INC. (Shipper)	Offered nitric acid co-mingled with other hazardous materials in a packaging marked as meeting a UN standard; offered sodium hydroxide, solid, in a packaging marked as meeting a UN standard, while failing to properly close it as tested and certified; offered sodium hydroxide, solid, accompanied by a shipping paper that failed to listed the shipping name, hazard class, UN identification number, and packing group; failed to marking a packaging with the shipping name and identification number, or “Consumer Commodity ORM-D” on packaging. [173.158(a), 178.601(g)(2)(v), 172.202(a), 172.301(a)] Case No. 99-171-SB-WE	\$12,950

Company	SUMMARY	Amount
FMC CORPORATION (Shipper)	Offered pyrethroid pesticide, liquid, toxic, 6.1, in a used packaging marked as meeting a UN standard that had not been tested for leakproofness prior to reuse; represented and certified packaging as meeting a UN standard when the minimum wall thickness requirements were not verified. [173.203, 172.28(b), 180.352(b)(3)(ii)] Case No. 00-284-SPT-SO	\$8,800
FONTANA FIRE EQUIPMENT D/B/A SAN BERNARDINO FIRE EQUIPMENT (Cylinder Retester)	Failed to condemn cylinders with permanent expansion exceeding 10% of total expansion; failed to provide employee training; failed to perform hydrostatic testing at the minimum test pressure. [173.34(e)(4), 172.702(b), 172.704(a), 173.34(e)] Case No. 96-187-CR-WE	\$6,400
GEHRING-MONTGOMERY, INC. (Shipper)	Offered caustic alkali liquids, n.o.s., in a portable tank marked as meeting the DOT 57 specification that was out of test; offered hazardous materials accompanied by a shipping paper that did not properly describe the materials, and did not include a correct packing group; failed to maintain a copy of a DOT exemption at its facility, or list the exemption on the shipping paper; failed to provide function-specific, or create and retain records of training testing. [173.173.32(e)(1)(ii) and (5), 173.242(c), 172.202(a) and (b), 172.203(a), 173.22a(b), DOT-E 9052–Paragraphs 8.a. and 8.f., 172.702(b), 172.704(a)(2) and (d)] Case No. 97-137-SPT-EA	\$8,000
GELEST, INC. (Fiber Box Manufacturer/Shipper)	Represented, marked, and certified combination packaging as meeting a UN standard, when periodic testing was not conducted; Represented, marked, and certified combination packaging as meeting a UN standard, when a current signed copy of the most recent test report was not maintained at the facility nor available to a RSPA inspector; failed to register with RSPA. [178.601(e), 178.606(c), 178.601(l), 107.608(a), 107.612] Case No. 01-397-BMS-EA	\$7,875
GENERAL COOPERAGE COMPANY, INC. (Fiber Drum Manufacturer)	Manufactured, marked, certified, and sold fiber drums as meeting a UN standard, when the drums were not capable of passing the drop test. [178.601(b), 178.603] Case No. 99-203-FDM-SW	\$8,500

Company	SUMMARY	Amount
<p>GENTEK BUILDING PRODUCTS, INC. (Shipper)</p>	<p>Offered flammable liquid, n.o.s., in out-of-test DOT 57 portable tanks; failed to mark packages with the proper shipping name and UN identification number; failed to placard or label bulk packages; failed to provide employee training; offered the material accompanied by a shipping paper that did not include a 24-hour emergency response telephone number; failed to properly prepare shipping papers. [173.22(a)(2), 173.32(e), 173.242(c), 172.302(a), 172.326(a), 172.332(a), 172.400(a)(3), 172.502(a)(iii), 172.514(a), 172.519(d), 172.702(b), 172.704(a), 172.604(a)(2), 173.22(a)(1), 172.201(a)(3)] Case No. 01-069-SIBC-EA</p>	<p>\$13,225</p>
<p>GREAT LAKES CHEMICAL CORP. (Shipper)</p>	<p>Offered phosphorous trichloride, 6.1., PIH, Zone B, and phosphorous oxychloride, 8, PIH, Zone B, in unauthorized packaging; offered environmentally hazardous substances, liquid, n.o.s., in packaging that did not conform to the performance-oriented packaging requirements and thus in unauthorized packaging; failed to provide recurrent function-specific employee training; offered phosphorous oxychloride accompanied by a shipping paper that was not properly prepared. [173.22(a)(2), 173.227, 173.22(a)(2), 173.203(a), 172.702(b), 172.704(a)(2) and (c)(2), 172.202(a)(5), 172.203(c)(2)] Case No. 00-373-SD-EA</p>	<p>\$20,000</p>
<p>HADCO CHEMICAL COMPANY (Shipper)</p>	<p>Offered hydrofluoric and sulfuric acid mixture in an unauthorized packaging; offered hazardous materials accompanied by a shipping paper that included a shipper's certification that was not signed. [173.22(a)(2), 173.24(c)(1), 173.202, 172.204(d)(1)] Case No. 99-217-SP-SW</p>	<p>\$4,000</p>
<p>HARCROS CHEMICALS, INC. (Cylinder Retester)</p>	<p>Failed to verify the accuracy of the retest equipment to within one percent of the actual test pressure and corresponding expansion values on the calibrated cylinder; failed to provide function-specific employee training. [173.34(e)(4)(iv), 172.702(b), 172.704(a)(2)] Case No. 00-281-CR-SO</p>	<p>\$9,650</p>

Company	SUMMARY	Amount
<p>HAYS EXTINGUISHER SALES &amp; SERVICE, INC. (Cylinder Retester)</p>	<p>Failed to hold a current retester’s identification number; failed to perform hydrostatic testing at the minimum test pressure; failed to verify the accuracy of the test equipment to within one percent of actual test pressure; failed to notify an owner in writing that a cylinder was condemned; failed to maintain accurate records of reinspection and retest; failed to properly mark exemption cylinders being retested; filled and offered cylinders of carbon dioxide that had not been retested. [173.34(e)(2)(i) and (iii), 173.34(e)(1), 173.34(e)(4)(iv), 173.34(e)(5)(iii), 173.34(e)(6)(iii), 173.34(e)(8)(ii), 173.34(e)(1)(i), 173.34(e)(7)(i), DOT-E 7277, DOT-E 8059, 173.34(e), 173.301(c)] Case No. 98-209-CR-SW</p>	<p>\$11,000</p>
<p>HCI ADVANCE CHEMICAL DISTRIBUTION, INC. (Shipper)</p>	<p>Offered sodium cyanide in non-UN-standard packaging; offered sodium cyanide, which is also a hazardous substance, in non-bulk packaging that was not marked with the letters “RQ” as required. [173.22(a)(2), 173.211(c), 172.324(a) and (b)] Case No. 00-246-SD-SW</p>	<p>\$7,500</p>
<p>HCI AMERICAS INC. (Shipper)</p>	<p>Offered a hazardous material in a 55-gallon plastic drum that was not closed in accordance with the manufacturer’s closure notification. [173.22(a)(4), 173.24(f)(2), 178.601(b)] Case No. 99-282-SD-SO</p>	<p>\$2,500</p>
<p>E. VERNON HILL, INC. (Shipper)</p>	<p>Offered signals, smoke, 1.4G, in fiberboard boxes marked as meeting the UN4G standard for which no design qualification tests or periodic retests were conducted; offered this material in a non-specification, non-UN-standard outer packaging; failed to provide employee training. [173.601(d) and (e), 173.62(b) and (c), 172.702(b), 172.704(a)] Case No. 98-158-SE-WE</p>	<p>\$3,000</p>
<p>HERBERT S. HILLER CORP. (Cylinder Retester)</p>	<p>Failed to verify the accuracy of the retest equipment to within one percent of the calibrated cylinder’s pressure and corresponding expansion values; failed to maintain all of the prescribed information on a test record for each cylinder retested or visually inspected. [173.34(e)(4)(iii) and (iv), 173.34(e)(8)(ii)] Case No. 00-217-CR-SW</p>	<p>\$2,180</p>

Company	SUMMARY	Amount
HORNINGS, INC. (Shipper)	Offered corrosive liquid, n.o.s. (containing potassium hydroxide) in packaging that was not properly closed and assembled, thereby creating unauthorized, non-UN-standard packaging; offered it accompanied by a shipping paper that contained additional information such that the material was mis-described and mis-classed. [173.22(a)(2), 173.202(a), 178.601(b), 172.101(c), (d), (e), and (f), 172.202(a), (b), and (d)] Case No. 00-109-SB-CE	\$7,362
HOUFF TRANSFER, INC. (Shipper)	Offered, accepted, and transported phosphorous oxychloride, a PIH material, in an unauthorized packaging; offered it accompanied by a shipping paper that did not properly describe the material. [173.22(a)(2), 173.227, 172.203(m)] Case No. 00-375-SD-EA	\$5,800
HOWARD UNIVERSITY HOSPITAL (Shipper)	Offered regulated medical waste in packaging marked as meeting a DOT exemption, when they did not meet the exemption and were not properly closed, thereby creating unauthorized packaging; failed to maintain a copy of the exemption at its facility or list the exemption number on a shipping paper; failed to provide function-specific employee training, or create and retain records of training testing. [173.22(a)(2), 173.24(b)(1), 173.24(f), 173.197, DOT-E 10826, 172.203, 173.22a(b), DOT-E 10826, 172.702(b), 172.704(a)(2) and (d)] Case No. 01-365-SBG-EA	\$6,780
HUMBOLT SCIENTIFIC, INC. (Shipper)	Represented, marked, and certified a packaging as meeting the DOT 7A Type A specification as having been tested to design qualifications, when the stacking test was not conducted at the correct weight. [173.465(d)] Case No. 00-014-RMS-HQ	\$5,120
IMPERIAL CHEMICAL CORPORATION (Shipper)	Offered sodium cyanide by vessel in non-UN-standard packagings that were required both by the regulations and the International Maritime Dangerous Goods Code; offered this material in packages not marked with the “marine pollutant” marking; offered this material accompanied by a shipping paper that did not identify it as a marine pollutant. [171.12(b), 173.211(c), IMDG Code 8.3 - Page 6257, 172.322(a)(2), 172.203(l)(2)] Case No. 00-248-FSD-SW	\$10,600

Company	SUMMARY	Amount
INORGANIC VENTURES, INC. (Shipper)	Offered corrosive liquid, acidic, inorganic, n.o.s. (containing nitric acid) without marking the outer package with the shipping name or UN identification number, without affixing the required hazard warning label to the package, and without preparing a shipping paper that described the material or provide emergency response information or a 24-hour emergency response telephone number. [172.301(a), 172.400(a), 172.200(a), 172.600(c), 172.604(a)] Case No. 99-381-SB-EA	\$4,063
INTEGRITY FIRE EQUIPMENT, INC. (Cylinder Retester/Shipper)	Failed to hold a current retester's identification number; failed to maintain complete records of reinspection and retest; failed to provide employee training, or create and retain records of training testing; offered hazardous materials accompanied by a shipping paper with no 24-hour emergency response telephone number. [173.34(e)(2)(i), 173.34(e)(8)(ii)(B), 172.702(b), 172.704(a) and (d), 172.604(a)] Case No. 00-118-CRS-CE	\$4,800
INTERNATIONAL TESTING AND INSPECTION SERVICES (Shipper)	Offered radioactive material, special form, n.o.s., accompanied by a shipping paper that did not include a hazard class, UN identification number, RQ designation, activity in SI units, category of label, notation of a package identification marking for a packaging approved by either the Department of Energy or the Nuclear Regulatory Commission (NRC), or a 24-hour emergency response telephone number; failed to provide employee training, or create and retain records of training testing; failed to properly label a package; failed to register with NRC as a party to a NRC packaging approval. [172.201(a), 172.202(a), 172.203(c)(2) and (d), 172.604(a) and (b), 172.702(b), 172.704(a) and (d), 172.403(a) and (g), 173.25(a)(2), 173.471(a)] Case No. 98-228-RMS-SW	\$9,000
INTERREACTIVE COATINGS TECHNOLOGIES CORP. (Shipper)	Offered polyamines, liquid, corrosive, n.o.s., in unauthorized, non-UN-standard packaging; failed to mark packaging with the proper shipping name; offered the material accompanied by a shipping paper that did not list the proper shipping name; failed to create and retain records of employee training testing. [173.22(a)(2), 173.202, 172.301(a), 172.202(a), 172.704(d)] Case No. 00-153-SP-WE	\$4,200

Company	SUMMARY	Amount
INTRAC ARMS INTERNATIONAL, LLC (Shipper)	Offered an explosive article when it had not been examined and assigned a recommended shipping description, division, and compatibility group, and a report of the examination had not been submitted to RSPA. [173.51(a), 173.54(a), 173.56(b)(1)] Case No. 99-016-SE-HQ	\$12,000
IOWA FIRE EQUIPMENT CO., INC. (Cylinder Retester)	Failed to demonstrate the accuracy of the pressure-indicating device on its retest equipment to within 500 psi of actual test pressure for pressures at or above 3,000 psi; after equipment failure, repeated the retest at the same pressure, rather than at a pressure 10 percent or 100 psi higher (whichever is lower); failed to provide employee training, or create and retain records of training testing. [173.34(e)(4)(iii)(A), 173.34(e)(4)(v), 172.702(b), 172.704(a) and (d)] Case No. 01-109-CRS-CE	\$6,230
J & B INDUSTRIES (Shipper)	Offered compounds, cleaning, liquid, in unauthorized, non-UN-standard packaging; offered corrosive liquid, acidic, inorganic, n.o.s., accompanied by a shipping paper that did not include a description of the material or a 24-hour emergency response telephone number; failed to follow the manufacturer's closure notification for closing packages; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2), 173.202, 172.201(d), 172.202, 172.604, 173.22(a)(4), 173.24(f)(2), 172.702(b), 172.704(a) and (d)] Case No. 00-209-SBSD-SW	\$9,500
JACOB'S PARADISE, INC. (Shipper)	Offered cigarette lighters containing flammable gas in unauthorized, non-UN-standard outer packaging and without instructing the person offering the material of certain requirements of the regulations. [172.102-Special Provision N10, 173.1(b), 173.308(b)] Case No. 00-187-SB-WE	\$4,500



Company	SUMMARY	Amount
<p>JAMAICA HOSPITAL MEDICAL CENTER (Shipper)</p>	<p>Offered regulated medical waste under the terms of a DOT exemption, when free liquids and rigid inner packages had been placed in plastic film bags and they failed to retain their contents because they were not closed as required; failed to retain a copy of the exemption at its shipping facility; offered the material accompanied by a shipping paper that listed an unauthorized abbreviation in the proper shipping name and an incorrect exemption number. [173.22(a)(2), 173.22a(b), 172.201(a)(3), 172.203(a)] Case No. 01-354-SBG-EA</p>	<p>\$6,400</p>
<p>KAPLAN INDUSTRIES, INC. (Cylinder Retester)</p>	<p>Performed retesting with a pressure-indicating device not demonstrated to be accurate within one percent of actual test pressure; after equipment malfunction, repeated the retest at the same pressure, rather than at 10% or 100 psi higher, whichever is lower; failed to maintain complete records of reinspection and retest; failed to maintain current copies of pertinent regulations at its facility. [173.34(e)(4)(iii)(A), 173.34(e)(4)(iv), 173.34(e)(4)(v), 173.34(e)(8)(ii)(A) and (B), 173.34(e)(2)(v)(A)] Case No. 99-304-CR-EA</p>	<p>\$5,000</p>
<p>KEARNY STEEL CONTAINER CORPORATION (Drum Reconditioner)</p>	<p>Manufactured, marked, certified, and sold 55-gallon steel drums as meeting a UN standard, when they were not capable of passing the drop, hydrostatic pressure, leakproofness, stacking, and vibration tests. [178.601(b), 178.2(b)] Case No. 99-337-DR-EA</p>	<p>\$5,600</p>

Company	SUMMARY	Amount
KEMCO-HUNTER CHEMICAL COMPANY, INC. (Shipper)	Offered corrosive liquid, n.o.s., in an unauthorized, non-UN-standard packaging; represented, certified, and offered hazardous materials in reused steel drums marked as meeting the UN1A1 standard without conduct the required leakproofness test; failed to close packages in accordance with the manufacturer's closure notification; offered hazardous materials accompanied by a shipping paper that had included an improper basic shipping description, an incorrect UN identification number, additional unauthorized information within the basic description, and failed to include a 24-hour emergency response telephone number; failed to provide employee training, or create and retain records of training testing; failed to mark a shipping name and UN identification on packages. [173.22(a)(2), 173.202, 173.28(b)(2), 178.604, 173.22(a)(4), 173.24(f)(2), 172.201(a)(4), 172.202(a), 172.604, 172.702(b), 172.704(a) and (d), 172.301(a)] Case No. 00-241-SBD-SW	\$17,650
KERRCO, INC. (Portable Tank Manufacturer)	Manufactured, marked, certified, and sold plastic portable tanks marked as meeting a DOT exemption when no approval for a change in resin had been received; failed to perform required hydrostatic testing; failed to equip tanks with pressure relief devices; failed to provide employee training. [DOT-E 10292-Paragraph 7.e., 178.19-7(a)(3), DOT-E 10292-Paragraph 7.a.(v), DOT-E 10292-Paragraph 7.b., 172.702(b), 172.704(a)] Case No. 96-68-PTM-CE	\$11,026
KEYSTONE FIRE PROTECTION COMPANY, INC. (Cylinder Retester)	Failed to notify RSPA within 20 days about a change in retest personnel; failed to maintain accurate records of reinspection and retest; failed to provide recurrent employee training; marked with a "star" a DOT 3AA cylinder manufactured prior to December 31, 1945. [173.34(e)(2)(iv), 173.34(e)(8)(ii)(B), 172.702(b), 172.704(c)(2), 173.34(e)(16)(i)(A)] Case No. 00-602-CR-EA	\$4,325

Company	SUMMARY	Amount
KOORSEN PROTECTION SERVICES, INC. (Cylinder Retester/Shipper)	Failed to verify the accuracy of the pressure-indicating device on its retest equipment to within one percent of the prescribed test pressure; offered hazardous materials accompanied by a shipping paper that did not describe or identify the materials and did not include a 24-hour emergency response telephone number. [173.34(e)(4)(iii), 172.201(a), 172.202(a) and (b)] Case No. 01-106-CRS-CE	\$7,975
L.A. LIGHTER, INC. (Shipper)	Offered cigarette lighters containing flammable gas, when the design of the device and its inner packaging had not been examined and approved and therefore the shipments were unauthorized for transportation; failed to provide employee training, or create and retain records of training testing. [172.102–Special Provision N10, 173.21(a), 173.308, 172.702(b), 172.704(a) and (d)] Case No. 00-171-SB-WE	\$3,000
LANG’S STANDARD SOLUTION, INC. (Shipper)	Offered sulfuric acid in unauthorized, non-UN-standard packaging; offered hazardous materials accompanied by a shipping paper that failed to include a 24-hour emergency response telephone number that was monitored at all times. [173.22(a)(2), 173.202, 172.604(a)] Case No. 99-225-SB-SW	\$4,800
LEARONAL, INC. (Shipper)	Offered corrosive solid, basic, inorganic, n.o.s., in unauthorized, non-standard packaging. [173.212(a)] Case No. 98-150-SD-CE	\$3,900
LESAINTE LOGISTICS, INC., (Shipper)	Offered compounds, cleaning, liquid, in packaging successfully tested to a UN standard, but not marked with a UN certification marking. [178.503(a)] Case No. 00-230-SB-SW	\$4,000
TED LEVINE DRUM COMPANY (Drum Reconditioner)	Represented, marked, certified, and sold plastic drums as meeting the UN1H2 standard, when they were not capable of passing the drop and leakproofness tests, and when they failed to comply with the testing provisions in an approval; represented, marked, certified, and sold reconditioned plastic drums that were remarked to a higher performance capability than originally tested without new design qualification testing at the higher weight. [178.603, 178.604, Approval CA-9406003, 173.28(c)(4)] Case No. 99-157-DR-WE	\$11,000

Company	SUMMARY	Amount
LIBERTY SUPPLY, INC. (Cylinder Retester)	Failed to verify the accuracy of the test equipment to within one percent of the calibrated cylinder's pressure and corresponding expansion values; after equipment malfunction, repeated the retest at the same pressure, rather than at a pressure 10% or 100 psi higher, whichever is lower; failed to conduct visual inspections in accordance with the CGA pamphlets, and the bands were not loosened or removed prior to testing so that the cylinders were free to expand; failed to include all required information on the records of reinspection and retest; failed to provide function-specific employee training, or create and retain records of training testing. [173.34(e)(4)(iii) and (iv), 173.34(e)(4)(v), 173.34(e)(3) and (4), 173.34(e)(8)(ii)(A), (B), and (C), 172.702(b), 172.704(a)(2) and (d)] Case No. 00-064-CR-EA	\$7,740
ELI LILLY & CO., INC. (Shipper)	Offered phosphorous trichloride, 6.1, in an unauthorized non-bulk package. [173.22(a)(2), 173.227] Case No. 00-371-SD-EA	\$6,300
LONGVIEW FIBER COMPANY (Fiber Box Manufacturer)	Manufactured, marked, certified, and sold fiberboard boxes as meeting the UN4G standard, when they had not been manufactured in the same manner as the previously tested and certified design. [173.24(b)(2), 178.601(d), 178.2(b)] Case No. 00-110-BM-CE	\$7,800
LOW COUNTRY DIAGNOSTICS, INC. (Shipper)	Offered radioactive material, n.o.s., in a packaging marked as meeting the DOT 7A Type A specification that was not assembled as tested; failed to create and retain records of employee training testing; offered the material accompanied by a shipping paper that indicated it was not hazardous. [173.415(a), 172.702(d), 172.202, 172.203(d)] Case No. 01-018-RMS-HQ	\$7,720
MACDERMID INCORPORATED (Fiber Box Manufacturer/Shipper)	Offered hydrochloric acid in packages that were not properly marked, and marked and represented packaging as meeting a UN standard while failing to properly conduct design qualification testing; failed to provide function-specific employee training. [178.2(b)(1) and (2), 178.601, 178.602, 178.603, 172.702(b), 172.704(a)(2)] Case No. 01-355-BMS-EA	\$6,237

Company	SUMMARY	Amount
MAGIC MESSENGER, INC. (Shipper)	Offered cigarette lighters containing flammable gas, when the design of the device and its inner packaging had not been examined and approved and therefore the shipments were unauthorized for transportation; failed to provide employee training, or create and retain records of training testing. [172.102–Special Provision N10, 173.21(a), 173.308, 172.702(b), 172.704(a) and (d)] Case No. 01-156-SB-WE	\$5,620
MAINTEX, INC. (Shipper)	Offered corrosive liquid, n.o.s., in a five-gallon drum marked as meeting the UN1H2 standard, when it was not authorized because the lid specified in the closure notification was not used. [173.22(a)(2), 173.203, 178.601(b)] Case No. 00-177-SP-WE	\$3,500
MATHESON TRI-GAS, INC. (Shipper)	Offered oxygen, refrigerated liquid, in unauthorized, non-DOT-specification portable tanks. [173.318] Case No. 01-006-SPT-HQ	\$5,600
MID ATLANTIC FIRE & AIR, INC. (Cylinder Retester)	Failed to verify the accuracy of its test equipment to within 500 psi of the actual test pressure, for pressures at or above 3,000 psi; failed to maintain at its facility current copies of exemptions for exemption cylinders being retested; failed to provide function-specific employee training. [173.34(e)(4)(iii)(A), 173.34(e)(1), 173.34(e)(2)(v)(B), 172.702(b), 172.704(a)(2)] Case No. 00-398-CR-EA	\$3,500
MIDWEST FIRE PROTECTION, INC. (Cylinder Retester)	Failed to condemn cylinders with permanent expansion exceeding 10 percent of total expansion; failed to have a current copy of the regulations at its retest facility. [173.34(e)(6)(iii), 173.34(e)(2)(v)(A)] Case No. 99-118-CR-CE	\$5,650

Company	SUMMARY	Amount
<p>MOORE FIRE EXTINGUISHER SERVICE, INC. (Cylinder Retester)</p>	<p>Failed to verify the accuracy of its retest equipment to within one percent; failed to maintain accurate records of reinspection and retest; failed to provide general awareness and function-specific employee training, or create and retain records of training testing; failed to have a current copy of a DOT exemption on hand at its facility for exemption cylinders being retested; failed to retest exemption cylinders at the minimum test pressure. [173.34(e)(1), 173.34(e)(4)(iii)(A), 173.34(e)(8)(ii), 172.702(b), 172.704(a)(1) and (2), 172.704(d), 173.34(e)(2)(v)(B), 173.34(e)(4)(v)] Case No. 01-209-CR-SW</p>	<p>\$6,500</p>
<p>THE MOUNT SINAI HOSPITAL (Shipper)</p>	<p>Offered regulated medical waste under the terms of a DOT exemption, when free liquids and rigid inner packages had been placed in plastic film bags and they failed to retain their contents during transportation, and some were not marked as required and did not meet the required ASTM test for tear and impact resistance. [173.22(a)(2), 173.197] Case No. 01-363-SBG-EA</p>	<p>\$6,560</p>
<p>NALCO CHEMICAL COMPANY, INC. (Shipper)</p>	<p>Offered corrosive liquids in intermediate bulk containers that were not authorized because they were not inspected to assure that the minimum wall thickness requirements were met; offered corrosive liquids in reused non-bulk packaging that were not authorized because they had not been tested for leakproofness; failed to maintain test and inspection records for intermediate bulk containers. [173.242(d), 180.352(a), 180.352(b)(3)(ii), 173.28(b)(2), 173.202(a), 180.352(f)] Case No. 00-387-SIBC-EA</p>	<p>\$17,670</p>
<p>NATIONAL PACKAGING SERVICES, INC. (Third-Party Package Certifier)</p>	<p>Represented and certified combination packaging as meeting the UN4GV standard when the design qualification testing was not conducted as prescribed. [178.601(d), 178.601(g)(2)] Case No. 00-077-PC-EA</p>	<p>\$4,000</p>

Company	SUMMARY	Amount
<p>NETWORK CIRCUITS, INC. (Shipper)</p>	<p>Failed to provide employee training, or create and retain records of training testing; offered corrosive liquids, basic, inorganic, n.o.s., in unauthorized used plastic drums because they had not been tested for leakproofness prior to reuse; offered hazardous materials accompanied by a shipping paper that listed an out-of-sequence basic shipping description, a shipping name not listed in the table in 172.101, and additional unauthorized information within the basic shipping description. [172.702(b), 172.704(a) and (d), 173.22(a)(2), 173.28(b)(2), 172.201(a)(4), 172.202(a)(1), 172.202(b), 172.202(d)] Case No. 00-245-SD-SW</p>	<p>\$2,300</p>
<p>NEW YORK HEALTH AND HOSPITALS CORP. D/B/A ELMHURST HOSPITAL (Shipper)</p>	<p>Offered regulated medical waste allegedly under the terms of a DOT exemption, when the inner plastic film bags failed to retain their contents during transportation because they were not closed as required and did not meet the required ASTM test for tear and impact resistance. [173.22(a)(2)] Case No. 01-367-SBG-EA</p>	<p>\$11,200</p>
<p>NEW YORK HEALTH AND HOSPITALS CORP. D/B/A GOLDWATER MEMORIAL HOSPITAL (Shipper)</p>	<p>Offered regulated medical waste under the terms of a DOT exemption, when free liquids had been placed in plastic film bags and they failed to retain their contents during transportation because they were not closed as required, and a copy of the exemption was not maintained at the facility; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2), 173.22a(b), 172.702(b), 172.704(a) and (d)] Case No. 01-089-SBG-EA</p>	<p>\$11,640</p>
<p>NEW YORK HEALTH AND HOSPITALS CORP. D/B/A HARLEM HOSPITAL (Shipper)</p>	<p>Offered regulated medical waste purportedly under the terms of a DOT exemption, when free liquids and rigid inner packages had been placed in plastic film bags and they failed to retain their contents during transportation because they were not closed as required. [173.22(a)(2), DOT-E 10833] Case No. 01-357-SBG-EA</p>	<p>\$11,200</p>

Company	SUMMARY	Amount
NEW YORK HEALTH AND HOSPITALS CORP. D/B/A KINGS COUNTY HOSPITAL (Shipper)	Offered regulated medical waste allegedly under the terms of a DOT exemption, when free liquids had been placed in plastic film bags and they failed to retain their contents during transportation because they were not closed as required [173.22(a)(2)] Case No. 01-369-SBG-EA	\$14,000
NEW YORK LIGHTER CO., INC. (Shipper)	Offered cigarette lighters when they and their packaging had not been examined or approved, and thus were forbidden to be transported; offered them in unauthorized packaging not prescribed by a DOT special approval; offered them accompanied by a shipping paper that did not list the total quantity or gross mass, and contained a unsigned shipper's certification; affixed packages with hazard warning labels that were not 3.9 inches per side; failed to provide employee training, or create and retain records of training testing; failed to register with RSPA. [173.21(i), 173.22(a)(2)(iv), 173.24(b), 173.21(i), Special Approval T-0397, 172.202(a)(5), 172.204(d), 172.407(c)(1), 172.702(b), 172.704(a) and (d), 107.601(e), 107.608] Case No. 99-062-SB-EA	\$12,000
NORAMTECH CORPORATION (Shipper)	Offered a corrosive solid (containing sodium metasilicate) in an unauthorized packaging. [173.22(a)(2), 173.212] Case No. 99-226-SB-WE	\$3,000
NORTH CAROLINA NUCLEAR PHARMACY (Shipper)	Offered radioactive materials accompanied by shipping papers with no hazard class division number, no SI units identifying the total activity, and no chemical form for iodine compound shipments; failed to install on its packaging a feature, such as a seal that is not readily breakable, as evidence, while intact, that the package has not been opened; failed to have an engineering evaluation or comparative data showing that the packaging design and materials of construction complied with the DOT 7A Type A specification. [172.202(a)(2), 172.203(d), 172.403(g), 173.412(a), 173.415(a)] Case No. 00-015-RMS-HQ	\$5,000
NOTTINGHAM COMPANY, INC. (Shipper)	Offered maleic anhydride in unauthorized, non-UN-standard packaging. [173.22(a)(2), 173.213] Case No. 00-272-SBG-SO	\$1,900



Company	SUMMARY	Amount
P.B. & S. CHEMICAL COMPANY, INC. (Shipper)	Offered sulfuric acid in reused plastic drums without performing a leakproofness test on each drum; offered this material accompanied by a shipping paper that included a shipper's certification that was not signed. [173.28(b), 178.604(b)(1)(ii), 172.204(d)] Case No. 01-251-SD-SO	\$6,150
PHARMACEUTICAL AND DIAGNOSTIC SERVICES, INC. (Shipper)	Offered radioactive material while failing to install on its packaging a feature, such as a seal that is not readily breakable, as evidence, while intact, that the package has not been opened; failed to register with RSPA. [173.22(a)(4), 173.412(a), 107.601(a), 107.608(a)] Case No. 01-010-RMCS-HQ	\$2,800
THE PHILADELPHIA COCA-COLA BOTTLING COMPANY (Shipper)	Filled and offered cylinders of carbon dioxide that had not been reinspected and retested within the previous five years, and, for some cylinders, without the consent of the owner; failed to affix hazard warning labels to cylinders; failed to mark cylinders with a shipping name and UN identification number; failed to provide function-specific employee training, or create and retain records of training testing; offered carbon dioxide accompanied by a shipping paper that did not list a 24-hour emergency response telephone number. [173.34(e), 173.301(b) and (c), 173.304(a)(2), 172.400(a), 172.301(a), 172.702(b), 172.704(a)(2) and (d), 172.201(d), 172.604(a)] Case No. 00-080-SC-EA	\$12,915
PIEDMONT PAINTS & PRIMERS, INC. (Shipper)	Offered flammable liquid, corrosive, n.o.s. in unauthorized, non-standard packaging; failed to properly label packages. [173.22(a)(2), 173.202, 172.400(a) and (b), 172.402] Case No. 01-252-SB-SO	\$6,400

Company	SUMMARY	Amount
POLY RESEARCH CORP. (Fiber Box Manufacturer/Shipper)	Offered lithium hydroxide, solid, in unauthorized, non-standard packaging; represented, marked, and certified four separate type of fiberboard boxes as meeting the UN4G standard, when design qualification tests were not conducted; certified fiberboard boxes with an unauthorized symbol; failed to provide function-specific employee training, or create and retain records of training testing; offered hydrazine, aqueous solution, accompanied by an incorrect shipping paper. [173.22(a)(2), 173.212(b), 178.601(d), 178.2(b)(2), 178.3(a)(2), 178.503(a)(8), 172.702(b), 172.704(a)(2) and (d), 172.202(a)(4) and (b), 172.204(d)] Case No. 98-088-BMS-EA	\$8,000
POLYMER MANUFACTURING CORP. (Shipper)	Offered toxic liquid, corrosive, organic, n.o.s., accompanied by shipping papers with no proper shipping name, no hazard class, no UN identification number, no packing group, no technical name in parentheses, and no 24-hour emergency response telephone number; failed to mark the packages with the proper shipping name and UN identification number; failed to label the packages with the proper hazard warning labels. [172.202(a), 172.203(k), 172.604(a)(3), 172.301(a), 172.400(a)] Case No. 99-155-SP-WE	\$9,500
PRECISION OIL FIELD SERVICES CO., INC. (Shipper)	Offered liquefied petroleum gas in unauthorized, non-specification portable tanks; offered it without marking the proper shipping name on two opposite sides of the portable tanks. [173.315(a), 172.326(a)] Case No. 99-006-SPT-HQ	\$4,100

Company	SUMMARY	Amount
<p>PREFERRED FOAM PRODUCTS, INC. (Shipper)</p>	<p>Offered compressed gas, n.o.s., in a portable tank marked as meeting the DOT 51 specification that was unauthorized because it was out of test; offered compressed gas, n.o.s., in a cylinder marked as meeting the DOT 4BW240 specification that was unauthorized because it was out of test; represented, marked, and certified portable tanks as meeting a DOT exemption when they did not meet the manufacturing requirements; failed to mark the shipping name and UN identification number on packages; offered hazardous materials accompanied by a shipping paper that listed an incorrect technical name and included a shipper's certification that was not signed; failed to create and retain records of employee training testing, and failed to conduct training testing as prescribed. [173.32(e), 173.315(a), 173.34(e), 173.301(c), 173.302(a), 171.2(c), (d), and (e), DOT-E 6309, 172.301(a), 172.202(a) and (d), 172.203(k), 172.204(d), 172.704(d), 172.702(d)] Case No. 99-060-SPTC-EA</p>	<p>\$5,000</p>
<p>PRESERVE INCORPORATED D/B/A PRESERVE INTERNATIONAL (Shipper)</p>	<p>Offered sodium hydroxide in unauthorized used packaging; failed to provide employee training, or create and retain records of training testing. [173.28(b)(2), 173.202, 172.702(b), 172.704(a) and (d)] Case No. 00-158-SDP-WE</p>	<p>\$5,950</p>
<p>PROCHEM SPECIALITY PRODUCTS, INC. (Shipper)</p>	<p>Offered corrosive solid, n.o.s., in non-specification, non-UN-standard packaging; failed to mark the packaging with the proper shipping name and identification number; failed to describe material with proper shipping name on the shipping paper. [173.245(b), 173.212, 172.301(a), 172.202(a)] Case No. 98-166-SD-WE</p>	<p>\$6,000</p>
<p>PROCLEAN, INC. (Shipper)</p>	<p>Offered a corrosive liquid in an unauthorized packaging; failed to mark the packaging with the proper shipping name and UN identification number; failed to register with RSPA. [173.22(a)(2), 173.212, 172.301(a), 107.608, 107.612] Case No. 99-163-SP-WE</p>	<p>\$7,040</p>

Company	SUMMARY	Amount
PRODUCTION CHEMICAL MANUFACTURING, INC. (Shipper)	<p>Offered corrosive liquid, n.o.s. (containing hydrofluoric acid), and flammable liquid, n.o.s. (containing petroleum distillates), that were incorrectly classed as Packing Group III materials and, accordingly, were transported in unauthorized UN standard packaging and mis-described on shipping papers; offered corrosive liquid, n.o.s. (containing sulfuric acid and fluoride), in an unauthorized, non-standard packaging; offered flammable liquid, n.o.s. (containing isopropyl alcohol) in packages that were not properly marked with orientation arrows to show the correct upright position of the closures; offered flammable liquid, n.o.s. (containing isopropyl alcohol, 2-propanol), in an overpack box that did not contain the required statement that the inner packages complied with prescribed specifications; offered corrosive liquid, n.o.s. (containing sulfuric acid and fluoride), in fiberboard boxes marked as meeting the UN4G boxes that were not marked with the letter indicating the performance standard to which the package design type had been tested; failed to provide employee training, or create and retain records of training testing. [172.202(a)(4), 173.22(a), 173.201, 173.202, 173.202, 172.312(a), 173.25(a)(4), 178.503(a)(3), 172.702(b), 172.704(a) and (d)] Case No. 98-151-SBP-WE</p>	\$19,425

Company	SUMMARY	Amount
<p>PROFESSIONAL SERVICE INDUSTRIES, INC. (Third-Party Package Certifier)</p>	<p>Represented and certified various designs of combination packagings marked as meeting the UN4GV standard when proper design qualification testing was not conducted because the packagings were not (1) properly conditioned, (2) tested with the proper inner package, (3) tested from the proper drop height, (4) certified to the proper gross mass, or (5) tested with an empty packaging for the stack test; represented and certified various designs of combination packagings marked as meeting the UN4G standard and single packagings marked as meeting the UN5M2 standard, when proper design qualification tests was not conducted because the packagings were not (1) properly conditioned, (2) tested from the proper drop height, (3) certified to the proper gross mass, or (4) applied the force required by the stack test; represented and certified packaging as meeting UN standard requirements when complete and accurate records of testing were not maintained as prescribed; failed to create and retain records of employee training testing. [178.601(g)(2), 178.602(d), 178.603(e)(2)(i)(A), 178.601(a), 178.602(a), 178.602(d), 178.603(a), 178.606(a), 178.601(l), 172.704(d)] Case No. 99-058-PC-EA</p>	<p>\$20,000</p>
<p>PROTECTIVE EQUIPMENT D/B/A FIRE FIGHTING EQUIPMENT CO., INC. (Cylinder Retester)</p>	<p>Failed to verify the accuracy of the pressure-indicating device on its retest equipment to within one percent of the test pressure of the cylinders being tested that day; failed to maintain complete records of visual inspection and hydrostatic retest. [173.34(e)(4)(iii)(A), 173.34(e)(8)(ii)(B)] Case No. 00-395-CR-EA</p>	<p>\$2,500</p>
<p>PSM SERVICES, INC. (Cylinder Retester)</p>	<p>Failed to hold a current retester's identification number; failed to performing hydrostatic testing at the minimum test pressure; failed to verify the accuracy of the test equipment to within one percent of test pressure; failed to maintain accurate records of reinspection and retest; failed to provide employee training. [173.34(e)(1)(i), 173.34(e), 173.34(e)(3), 173.34(e)(5), 172.702(b), 172.704(a)] Case No. 95-101-CR-WE</p>	<p>\$6,000</p>

Company	SUMMARY	Amount
QUEST CHEMICAL CORPORATION (Shipper)	Offered corrosive solid, basic, inorganic, n.o.s. (containing sodium hydroxide), in unauthorized, non-standard packaging. [173.22(a)(2), 173.212(a)] Case No. 01-217-SD-SW	\$5,600
RADCAL CORPORATION (Shipper)	Offered argon in non-bulk packaging that was not authorized because it did not meet the requirements of a DOT specification or exemption. [173.302] Case No. 00-006-CMS-HQ	\$4,900
RANGER CHEMICALS, INC. (Shipper)	Offered a material that had not been classed as a hazardous material and, therefore, was offered in non-UN-standard packaging not properly marked or labeled, and was not described as a hazardous material on a shipping paper; failed to provide employee training, or create and retain records of training testing. [172.101, 172.202(a), 172.301(a), 172.400(a), 173.22(a), 173.202, 172.702(b), 172.704(a) and (d)] Case No. 01-204-SB-SW	\$4,528
REGAL CHEMICAL COMPANY, INC. (Shipper)	Offered corrosive material (containing sulfuric acid) in an unauthorized packaging; offered it accompanied by a shipping paper that did not include a hazard class, did not list the basic description in the correct sequence, and listed two packing groups for the same material. [173.22(a)(2), 173.202, 172.202(a)(2) and (4), 172.202(b)] Case No. 99-289-SB-SO	\$5,320
REGAL SUPPLY & CHEMICAL CO., INC. (Shipper)	Offered flammable and corrosive liquids in unauthorized, non-standard packaging; offered them accompanied by shipping papers that did not contain proper descriptions of the materials, and did not distinguish between the hazardous and non-hazardous items listed. [173.119(b), 173.245(a), 172.201(a)(1), 172.202(a)] Case No. 95-280-SB-WE	\$5,400
REGIN HVAC PRODUCTS, INC. (Shipper)	Offered titanium tetrachloride in a packaging that did not meet the packaging requirements or the qualifications for the small quantity exception, and was therefore unauthorized. [173.4(a)(4), 173.4(a)(6)(i) and (ii)] Case No. 00-611-SB-EA	\$1,800

Company	SUMMARY	Amount
REVERE SUPPLY COMPANY, INC. (Shipper)	Offered articles, pyrotechnic, 1.4G, in unauthorized packaging; failed to create and retain records of employee training testing. [173.62(a), 172.702(d)] Case No. 97-051-SE-EA	\$4,310
RHEOX, INC. (Shipper)	Offered a flammable solid in an unauthorized, non-UN-standard packaging. [173.22(a)(2), 173.212(a)] Case No. 00-117-SB-CE	\$1,800
ROADWAY EXPRESS, INC. (Shipper/Carrier)	Offered and transported corrosive liquid, basic, inorganic, n.o.s. (containing potassium hydroxide), when the material had been repackaged from a damaged packaging into a non-UN-standard fiberboard box that did not meet the overpack requirements; failed to mark the package with the proper shipping name, UN identification number, and orientation arrows. [173.3(c), 172.22(a)(2), 173.202, 177.801, 177.854(c), 172.301(a), 172.312(a)(2)] Case No. 00-601-SB-EA	\$10,500
ROZZI, INC. (Shipper)	Failed to seek approval for each new explosive device prior to offering them for transportation. [173.51(a), 173.56] Case No. 00-107-SB-CE	\$6,000
RUSSELL-STANLEY CORPORATION (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold plastic drums as meeting the UN1H2 standard without maintaining test reports that contained complete information about the drums' closures, and without notifying customers of the closure devices needed to satisfy performance test requirements, such that the drums were not capable of passing the drop test. [178.2(c)(1)(ii), 178.601(b), 178.601(l)(6)] Case No. 99-207-DM-SW	\$7,550
RUSSELL-STANLEY CORPORATION (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold 30-gallon plastic drums as meeting the UN1H1 standard, when they were not all capable of passing the required performance testing, and manufactured, marked, certified, and sold 55-gallon plastic drums as meeting the UN1H1 standard, when periodic testing was not properly conducted. [178.2(b), 178.601(e), 178.603(a)] Case No. 99-080-DM-SW	\$13,000

Company	SUMMARY	Amount
S & S CARBONIC AND DRY ICE CO., INC. (Cylinder Retester)	Performed hydrostatic testing with a pressure-indicating device not verified to be accurate within 500 psi of each test pressure, and with a calibrated cylinder that had permanent expansion; failed to provide employee training, or create and retain records of training testing; failed to maintain appropriate CGA pamphlets at its retest facility. [173.34(e)(4)(iii)(A), 173.34(e)(4)(iv), 172.702(b), 172.704(a) and (d), 173.34(e)(2)(v)(C)] Case No. 99-271-CR-SO	\$2,200
SAMSUNG SEMICONDUCTOR, INC. (Shipper)	Offered waste corrosive solids, n.o.s. (containing nitrogen trifluoride) in unauthorized, non-UN-standard packaging; failed to mark the packages with the proper shipping name, UN identification number, and technical name; failed to affix hazard warning labels to the packages. [173.22(a)(2), 173.212(c), 172.301(a) and (b), 172.400(a)(1), 172.442] Case No. 01-215-SD-SW	\$8,400
SCBAS, INC. (Cylinder Retester)	Failed to calibrate the test equipment to within one percent of test pressure. [173.34(e)(4)(iii)(A), 173.34(e)(4)(iv)] Case No. 01-103-CRS-CE	\$4,550
SEBASTIAN INTERNATIONAL, INC. (Fiber Box Manufacturer/Shipper)	Represented, marked, and certified fiberboard boxes as meeting the UN4G standard while failing to ensure that performance tests and periodic tests were conducted. [178.2(b), 178.601(e)] Case No. 98-167-BMS-WE	\$3,000
SECURITY PROFESSIONALS LLC D/B/A AUTOMATIC FIRE PROTECTION SYSTEMS (Cylinder Retester)	Failed to condemn a cylinder with permanent expansion exceeding 10 percent of total expansion. [173.34(e)(6)(D)] Case No. 99-365-CR-EA	\$4,500
SENTRY FIRE PROTECTION SYSTEMS COMPANY (Cylinder Retester)	Failed to condemn cylinders with permanent expansion exceeding 10 percent of total expansion; performed retesting with equipment having a pressure gauge that could not be read to an accuracy within one percent of test pressure. [173.34(e)(6)(D), 173.34(e)(4)(iv)] Case No. 99-107-CR-CE	\$9,000



Company	SUMMARY	Amount
SHIPLEY, LTD. D/B/A FIBERGUARD CORPORATION (Cylinder Retester)	Failed to hold an approval or current retester's identification number; represented, marked, and certified cylinders without conducting the required hydrostatic retest. [173.34(e)(1)(i), 173.34(e)(2)(i), 173.34(e)(1)(ii)] Case No. 97-156-CR-SW	\$7,500
SIGLER COMPANY, INC. (Cylinder Retester)	Failed to condemn cylinders with permanent expansion exceeding 10 percent of total expansion; after equipment failure, repeated the retest at the same pressure, rather than at a pressure 10 percent or 100 psi higher (whichever is lower). [173.34(e)(6)(D), 173.34(e)(4)(v)] Case No. 99-127-CR-CE	\$4,200
THE J. C. SMITH COMPANY, INC. (Shipper)	Offered Packing Groups II and II hazardous materials in unauthorized, non-UN-standard packaging; offered them accompanied by shipping papers that did not list a hazard class, that included additional unauthorized information with the basic shipping description, and that listed an unauthorized 24-hour emergency response telephone number; failed to affix hazard warning labels to packages; failed to mark the shipping name and UN identification number on packages; offered hazardous materials without preparing a shipping paper; failed to provide employee training, or create and retain records of training testing. [173.202 and 203, 172.201(a)(4), 172.202(a)(2) and (b), 172.604(b), 172.400, 172.301(a), 172.200, 172.702(b), 172.704(a) and (d)] Case No. 00-201-SP-SW	\$10,000
SOCIETY OF THE VALLEY, INC. D/B/A VALLEY HOSPITAL (Shipper)	Offered regulated medical waste under the terms of a DOT exemption, when the inner packages were not closed in accordance with the exemption and the material was not placed in an inner package. [DOT-E 10818-Paragraphs 7.a.(1) and 7.d.(7)] Case No. 01-368-SBG-EA	\$5,000
SOLON, INC. D/B/A SOLON ENGINEERING (Shipper)	Offered compound, cleaning, liquid, in unauthorized, non-UN-standard packaging; failed to mark packages with the proper shipping name and UN identification number. [173.22(a)(2), 173.203, 172.301(a)] Case No. 00-276-SB-SO	\$6,400

Company	SUMMARY	Amount
SOUTH TEXAS CHLORINE, INC. (Cylinder Retester)	Represented and certified cylinders marked as meeting the DOT-106A500X specification (“ton tanks”) without performing an interior air pressure test; and with maintaining the proper test records. [173.31(d)(3), 173.31(d)(8)] Case No. 95-185-CR-SW	\$3,500
SOUTHEASTERN MINERALS, INC. (Shipper)	Offered selenium compound, n.o.s., in unauthorized, non-UN-standard packaging; failed to provide general awareness and function-specific employee training; offered selenium compound, n.o.s., accompanied by a shipping paper that listed an improper basic shipping description, no unit of measurement, no shipper’s certification statement, no 24-hour emergency response telephone number, and represented a material as hazardous when it was not; failed to register with RSPA; failed to properly mark and label a package containing selenium compound, n.o.s. [173.22(a)(2), 173.213(a) and (c), 172.702(b), 172.704(a)(1) and (2), 172.201(d), 172.202(a)(1) and (5), 172.204(a) and (d), 172.604(a)(3), 107.601(e), 107.608(a) and (b), 172.301(a), 172.400(a) and (b), 172.430, 171.14(d)(3)] Case No. 00-266-SBG-SO	\$11,000
SOUTHERN CHEM INDUSTRIES, INC. (Shipper)	Offered compounds, cleaning, liquid, in unauthorized, non-UN-standard packaging; offered it accompanied by a shipping paper that was not properly prepared; failed to provide employee training, or create and retain records of training testing; failed to mark a package with a proper shipping name and UN identification number. [173.202, 172.200(a), 172.201, 172.202, 172.600(c), 172.702(b), 172.704(a) and (d), 172.301(a)] Case No. 98-238-SP-SW	\$3,000
SOUTHERN FOUNDRY RESINS, INC. (Shipper)	Offered toxic liquids, organic, n.o.s., in a portable tank that had not been retested within the required interval and was unauthorized because it was not marked with a UN certification or DOT specification marking; failed to mark packages of corrosive liquid, n.o.s., with a proper shipping name; failed to provide recurrent employee training, or create and retain records of training testing. [173.22(a)(2), 173.32(e)(1)(ii), 173.241(c), 172.301(a)(1), 172.702(b), 172.704(c)(2) and (d)] Case No. 00-277-SPT-SO	\$3,660

Company	SUMMARY	Amount
SPARTANBURG STAINLESS, INC. (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold steel drums as meeting a UN standard when design qualification testing was not conducted; failed to create and retain records of employee training testing. [178.2(b), 178.601(d), 172.704(d)] Case No. 01-257-DM-SO	\$9,280
SPECTROWAX CORPORATION (Fiber Box Manufacturer/Shipper)	Offered hazardous materials in several unauthorized, non-UN-standard packaging; failed to mark packages with the proper shipping name, UN identification number, and orientation arrows on two opposite sides; failed to affix hazard warning labels to packages of compound, cleaning, liquid; offered hazardous materials accompanied by a shipping paper that did not list a proper shipping name or the technical constituents of the materials; failed to provide initial and recurrent employee training. [173.22(a)(2)(i) and (4), 173.202(b), 173.203(b) and (c), 172.301(a), 172.312(a)(2), 172.400(a)(1), 172.202(a)(1), 172.203(k) and (k)(1), 172.702(b), 172.704(a) and (c)(2)] Case No. 01-074-BMS-EA	\$8,000
SPIELBAUER FIREWORKS CO., INC. (Shipper)	Failed to seek approval for new explosives prior to offering them for transportation; offered explosive articles in unauthorized packaging; failed to mark packages with a proper shipping name and UN identification number, and failed to affix hazard warning labels to packages; offered explosive articles accompanied by a shipping paper with no proper shipping name, hazard class or division number, UN identification number, packing group, or total quantity of each material. [173.51(a), 173.56, 173.51(a), 173.62, 172.301(a), 172.401(b), 172.200(a), 172.202(a) and (c)] Case No. 00-108-SB-CE	\$10,750
STANFORD INDUSTRIES, INC. (Shipper)	Offered hydrofluoric acid and sulfuric acid mixture, a corrosive poison, PG I, in an unauthorized packaging. [173.22(a)(2), 173.201] Case No. 99-210-SP-SW	\$5,430

Company	SUMMARY	Amount
STREM CHEMICALS, INC. (Fiber Box Manufacturer/Shipper)	Offered pyrophoric liquids, organic, n.o.s., and dimethylzinc in unauthorized, non-standard packaging; represented, marked, and certified fiberboard boxes as meeting the UN4G standard when proper design qualification testing was not conducted; represented, marked, and certified fiberboard boxes as meeting the UN4C1 standard when design qualification testing was not conducted nor were test records maintained; marked a UN certification on UN4G boxes that included an unauthorized symbol and the symbol of a company other than the manufacturer. [173.22(a), 173.24(d)(1), 178.601(d), 178.603(a), 178.606(a), 178.601(d), 178.601(l), 178.603(a), 178.606(a), 178.503(a)(8)] Case No. 99-052-BMS-EA	\$15,250
SUBURBAN PATROL SERVICE CORP. D/B/A A-1 FIRE EXTINGUISHER (Cylinder Retester)	Failed to condemn a cylinder with permanent expansion exceeding 10% of total expansion; failed to maintain accurate records of reinspection and retest; failed to provide employee training, or create and retain records of training testing; after equipment malfunction, repeated the retest at the same pressure, rather than at a pressure 10% or 100 psi higher, whichever is lower. [173.34(e)(6)(D), 173.34(e)(8), 172.702(b), 172.704(a) and (d), 173.34(e)(4)(v)] Case No. 99-120-CR-CE	\$5,700
SUBURBAN PROPANE PARTNERS, L.P. (Shipper)	Offered liquefied petroleum gas in a portable tank marked as meeting the DOT 51 specification that had not been retested with five years, and that did not have a protective device or housing over a valve; failed to mark tank valves to indicate whether they communicated with vapor or liquid when the tank was filled to maximum filling density; failed to mark the proper shipping name on the tank. [173.32(e)(1)(i), 178.245-5(a), 178.245-6(b), 172.326(a)] Case No. 00-019-SPT-HQ	\$8,000
SULLIVANS, INC. (Shipper)	Offered liquefied petroleum gas accompanied by a shipping paper with no basic shipping description, shipper's certification statement, or 24-hour emergency response telephone number; failed to mark packages with a proper shipping name and UN identification number; failed to properly label packages. [172.200(a), 172.202(a), 172.604(a), 172.301(a), 172.400(a), 172.417(a)] Case No. 95-29-SB-CE	\$1,950

Company	SUMMARY	Amount
SUMNER REGIONAL HEALTH SYSTEMS D/B/A SUMNER REGIONAL MEDICAL CENTER (Shipper)	Offered regulated medical waste in an unauthorized packaging. [173.22(a)(2), 173.134(b)(3)(ii)(B)(4), 173.197] Case No. 00-275-SD-SO	\$6,300
SUPREME COATINGS, INC. (Shipper)	Offered a flammable liquid for transportation without a shipping paper. [172.200, 172.202] Case No. 99-287-SP-SO	\$2,310
THE TRUESDALE COMPANY, INC. (Shipper)	Offered an environmentally hazardous substance, n.o.s. (containing diethanolamine), in an out-of-test intermediate bulk container. [173.35(a), 180.352(a) and (b)] Case No. 99-353-SIBC-EA	\$2,500
TRUETECH, INC. (Shipper)	Offered water-reactive solid, n.o.s. (containing a magnesium iron mixture) in fiberboard boxes marked as meeting the UN4G standard, when the packaging was not closed in the same manner in which the packaging was tested; failed to create and retain records of employee training testing. [173.22(a)(4), 173.211, 172.704(d)] Case No. 01-374-SB-EA	\$2,000
UNICORE TECHNOLOGIES, INC. (Shipper)	Offered sodium hydroxide in unauthorized used packaging; failed to provide employee training, or create and retain records of training testing. [173.28(b)(2), 173.202, 172.702(b), 172.704(a) and (d)] Case No. 00-165-SDP-WE	\$4,000
UNION CARBIDE CORPORATION (Shipper)	Offered hazardous materials in reused non-bulk packagings that were not tested for leakproofness, thereby making them unauthorized packagings. [173.28(b)(2), 173.202(a)] Case No. 00-376-SD-EA	\$2,700
UNITED PARCEL SERVICE OF AMERICA, INC. (Shipper)	Offered oxygen generators, chemical, in unauthorized, damaged, overfilled packages that were not DOT approved, rendering them forbidden to be transported. [173.22(a)(2)(iv), 173.24(b)(2)] Case No. 00-066-SB-EA	\$17,970

Company	SUMMARY	Amount
UNITOR SHIPS SERVICE, INC. (Cylinder Retester/Shipper)	After equipment malfunction, repeated the retest at the same pressure, rather than at a pressure 10% or 100 psi higher, whichever is lower; failed to demonstrate that the pressure-indicating device on its retest equipment was accurate to within one percent; represented, marked, and certified foreign cylinder with its retester's identification number; offered compressed gases accompanied by a shipping paper that did not describe them or include a shipper's certification statement. [173.34(e)(4)(v), 173.34(e)(4)(iv), 173.34(e)(7)(ii), 172.200(a), 172.202(a) and (b), 172.204(a)] Case No. 00-094-CRS-EA	\$9,500
VALLEN CORPORATION (Cylinder Retester)	Failed to demonstrate the accuracy of the pressure-indicating device of the retest equipment to within one percent of the test pressure for cylinders tested that day; failed to maintain complete and accurate records of reinspection and retest. [173.34(e)(4)(iii)(A), 173.34(e)(8)(ii)(A)] Case No. 01-359-CR-EA	\$7,905
VALLEN CORPORATION D/B/A VALLEN SAFETY SUPPLY COMPANY, INC. (Cylinder Retester)	Failed to maintain records of calibration for each day of testing and failed to maintain all required information for each cylinder visually inspected or hydrostatically retested; failed to remark aluminum exemption cylinders as DOT 3AL; offered compressed gases accompanied by a shipping paper with no basic shipping description; or emergency response information; failed to provide recurrent employee training, or create and retain records of training testing. [173.34(e)(8)(ii)(A) and (B), 173.23(c), 172.201(a), 172.202(a) and (b), 172.600(b) and (c), 172.602, 172.702(b), 172.704(c)(2) and (d)] Case No. 00-234-CR-SW	\$5,450
VALLEN CORPORATION D/B/A VALLEN SAFETY SUPPLY COMPANY, INC. (Cylinder Retester)	Failed to condemn DOT specification cylinders with permanent expansion exceeding 10% of total expansion, and DOT exemption cylinders with permanent expansion exceeding 5% of total expansion; performed retesting with retesting equipment not verified to be accurate to within one percent, and failed to verify the accuracy of the equipment within 500 psi of test pressure. [173.34(e)(6)(i)(D), DOT-E 10905-Paragraph 8.f., 173.34(e)(4)(iii)(A), 173.34(e)(4)(iv)] Case No. 98-236-CR-SW	\$9,980

Company	SUMMARY	Amount
VAN LEER CONTAINERS, INC. (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold 55-gallon open-head steel drums as meeting the UN1A2/Y1.2/100 standard, when the drums were not capable of passing the hydrostatic pressure test. [178.2(b), 178.601(b), 178.605] Case No. 00-604-DM-EA	\$12,000
VAN WATERS & ROGERS, INC. (Shipper)	Offered ferric chloride in an unauthorized, non-UN-standard packaging. [173.22(a)(2), 173.213] Case No. 00-220-SD-SW	\$7,000
VAN WATERS & ROGERS, INC. (Shipper)	Offered nitric acid in an unauthorized, non-UN-standard packaging. [173.22(a)(2), 173.158] Case No. 00-221-SB-SW	\$9,000
VAN WATERS & ROGERS, INC. (Shipper)	Offered sodium hydroxide solution in unauthorized, non-UN-standard bulk packaging; offered potassium hydroxide, solid, in unauthorized, non-UN-standard packaging; represented, marked, and certified intermediate bulk containers as successfully retested, when the retest records did not contain the required information. [173.22(a)(2), 173.242, 173.22(a)(2), 173.212, 180.2(b), 180.3(a), 180.352(b)(3)(ii), 180.352(f)] Case No. 00-285-SPT-SO	\$17,500
VANGUARD CONTAINER CORPORATION (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold 55-gallon plastic drums as meeting the UN1H2 standard, when the drums were not capable of passing the drop test. [178.601(b), 178.603] Case No. 98-083-DM-EA	\$3,820
VANGUARD CONTAINER CORPORATION (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold plastic drums as meeting the UN1H2 standard, when design qualification testing was not conducted; when periodic retesting was not conducted; and when complete design qualification test records were not maintained; failed to test employees who had been trained, or create and retain records of training testing. [178.601(d), 178.603(a), 178.606(a), 178.601(e), 178.603(a), 178.606(a), 178.601(l), 172.702(d), 172.704(d)] Case No. 98-085-DM-EA	\$9,180

Company	SUMMARY	Amount
<p>VICTORIA FIRE &amp; SAFETY, INC. (Cylinder Retester)</p>	<p>Failed to demonstrate the accuracy of the pressure-indicating device of the retest equipment to within one percent of the test pressure at which cylinders were actually tested; failed to maintain complete and accurate records of reinspection and retest; failed to remark aluminum exemption cylinders as DOT 3AL, and with the correct retest date; offered compressed gas without a shipping paper; failed to provide recurrent employee training, or create and retain records of training testing. [173.34(e)(4)(ii) and (iii), 173.34(e)(8)(ii)(A) and (B), 173.23(c), 173.34(e)(7)(i), 172.200(a), 172.702(b), 172.704(c)(2) and (d)] Case No. 00-232-CR-SW</p>	<p>\$2,500</p>
<p>VITCO FIRE AND SAFETY, INC. (Cylinder Retester)</p>	<p>Performed hydrostatic retesting with equipment not accurate to within one percent of the calibrated cylinder's pressure and expansion values, failed to demonstrate the accuracy of the equipment to within 500 psi of test pressure, and used a calibrated cylinder that showed permanent expansion; failed to maintain current copies of the Hazardous Materials Regulations and appropriate DOT cylinder exemptions at its facility; marked exemption cylinders requiring low-stress steel stamps with high-stress steel stamps; failed to maintain accurate records of reinspection and retest; failed to properly mark cylinders with its retester's identification number. [173.34(e)(4)(iii)(A) and (iv), 173.34(e)(2)(v)(A) and (B), 173.34(e)(15)(iii), DOT-E 9894-Paragraph 8.e., 173.34(e)(8)(ii)(A) and (B), 173.34(e)(7)(i)] Case No. 98-284-CR-SO</p>	<p>\$6,240</p>
<p>VP RACING FUELS, INC. (Shipper)</p>	<p>Offered and transported nitromethane in a packaging marked as meeting a UN standard that had not been periodically tested; failed to provide general awareness employee training. [173.202(a), 178.601(e), 172.702(b), 172.704(a)(1)] Case No. 01-201-SB-SW</p>	<p>\$4,500</p>
<p>WAL-MART STORES, INC. (Shipper)</p>	<p>Offered cigarette lighters containing flammable gas in outer packaging that was non-standard; offered them accompanied by a shipping paper that incorrectly identified the material as qualifying for the limited quantity exception. [173.22(a)(2), 173.308, 172.101(i)(1)] Case No. 01-172-SB-SW</p>	<p>\$7,020</p>



Company	SUMMARY	Amount
BARRY WHETZEL D/B/A FREEPORT FIRE EXTINGUISHER CO. (Cylinder Retester)	Represented, marked, and certified cylinders as successfully retested, when they were not retested or marked as required; failed to hold a current retester's identification number. [173.34(e)(1)(i), 173.34(e)(3) and (6), 173.34(e)(1)(i)] Case No. 97-132-CR-EA	\$1,800
WINCO FIREWORKS, INC. (Shipper)	Offered fireworks, Class B explosives, in non-specification packaging; offered explosive devices as Class C explosives that should have been offered as Class B explosives; failed to mark an "EX" explosives approval number on the package; transported explosives in the same vehicle with metal likely to damage them, and not segregated to prevent that occurrence. [173.91(a)(3), 173.86(j), 173.86(j)(4), 177.835(i)] Case No. 93-34-SE-CE	\$7,880
WINSTON CONTAINER COMPANY (Steel Drum Manufacturer)	Manufactured, marked, represented, and sold re-manufactured steel drums as meeting the UN1A1/Y1.4/300 standard, when the stacking test was not conducted as required. [178.2(b)(1), 178.606(c)] Case No. 01-260-DM-SO	\$2,800
ROBERT WOOD D/B/A WOODY'S CYLINDER SERVICE (Cylinder Retester)	Failed to mark DOT 3HT cylinders with low-stress steel stamps; performed retesting with equipment not accurate to within one percent of actual test pressure; failed to maintain accurate records of reinspection and retest; failed to create and retain records of employee training testing. [173.34(e)(13)(iv), 173.34(e)(3), 173.34(e)(5), 172.704(d)] Case No. 97-009-CR-EA	\$5,000
C. YOUNG BARREL RECYCLING D/B/A HANSON SALES (Drum Reconditioner)	Failed to mark drums as required; failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [173.28(b), 178.503(c), 172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 00-164-DR-WE	\$850
YOUNGSTOWN FIRE & SAFETY, INC. (Cylinder Retester)	Performed hydrostatic retesting with equipment not calibrated to within an accuracy of one percent of actual test pressure; failed to provide employee training. [173.34(e)(3), 172.702(b), 172.704(a)] Case No. 96-271-CR-CE	\$3,347

Company	SUMMARY	Amount
ZTN, INC. D/B/A GULF CLEANING & LAUNDRY SUPPLY CO. (Shipper)	Offered corrosive liquid, basic, inorganic, n.o.s. (containing sodium hydroxide), in unauthorized, non-UN- standard packaging; failed to create and retain records of employee training testing. [173.22(a)(2), 173.202(a), 172.704(d)] Case No. 00-205-SB-SW	\$3,750

**Total Penalties: \$1,480,064**