

**FY 2002 Closed Cases**

Company	SUMMARY	Amount
<p>ABSOLUTE FIRE PROTECTION CO., INC. (Cylinder Retester)</p>	<p>Failed to create and retain records of employee training testing; failed to maintain complete records of visual inspection and hydrostatic retest; failed to notify the Office of Hazardous Materials Exemptions and Approvals of changes in personnel; failed to properly mark DOT-E 7235 cylinders. [172.704(d), 173.34(e)(8)(ii)(A) and (B), 173.34(e)(2(i) and (iv), 173.34(c)(1), 173.34(e)(1), DOT-E 7235] Case No. 00-051-CR-EA</p>	<p>\$4,540</p>
<p>ACCURATE SET, INC. (Shipper)</p>	<p>Offered methyl alcohol in non-specification, non-UN-standard packaging; offered hazardous materials accompanied by a shipping paper that listed an unauthorized 24-hour emergency response telephone number; failed to provide employee training, or create and retain records of training testing; failed to mark orientation arrows on a packaging containing liquid hazardous materials. [173.202(b), 172.604(a), 172.702(b), 172.704(a) and (d), 172.312(a)(2)] Case No. 97-085-SB-EA</p>	<p>\$7,000</p>
<p>ACE FIRE EXTINGUISHER CORPORATION (Cylinder Retester)</p>	<p>Failed to demonstrate that the test equipment was accurate to within one percent of the calibrated cylinder's test pressure and corresponding expansion values, by virtue of the fact that the calibrated cylinder showed permanent expansion. [173.34(e)(4)(iv)] Case No. 01-135-CR-CE</p>	<p>\$2,400</p>
<p>ACE FIRE EXTINGUISHER SERVICES, INC. (Cylinder Retester)</p>	<p>Failed to condemn a cylinder with permanent expansion exceeding 10 percent of total expansion; failed to determine the accuracy of the pressure-indicating device on the test equipment to within 500 psi of the actual test pressure for pressures at or above 3000 psi; failed to maintain complete records of reinspection and retest. [173.34(e)(6)(i)(D), 173.34(e)(4)(iii)(A), 173.34(e)(8)(ii)(B)] Case No. 00-095-CR-EA</p>	<p>\$5,000</p>

Company	SUMMARY	Amount
ACETY ARC, INC. (Cylinder Retester)	Failed to calibrate the test equipment and failed to verify the accuracy of the pressure-indicating device to within one percent of actual test pressure. [173.34(e)(4)(iii), 173.34(e)(4)(iii)(A)] Case No. 01-134-CRS-CE	\$2,900
ACETYLENE OXYGEN CO., INC. (Cylinder Retester)	Failed to demonstrate that the test equipment was accurate to within one percent of the calibrated cylinder's test pressure and corresponding expansion values; failed to remark an aluminum exemption cylinder as DOT 3AL; failed to maintain complete and accurate records of daily calibration and cylinder requalification. [173.34(e)(4)(iii)(A), 173.34(e)(4)(iv), 173.23(c), 173.34(c)(1) and (e)(1), 173.34(e)(8)] Case No. 01-501-CR-SW	\$2,500
ADVANCED PACKAGING AND PRODUCTS, INC. (Shipper)	Represented, marked, certified, and offered paint and compressed gas mixture in aerosol cans that were not subjected to a test performed in a hot water bath at a minimum temperature of 131 degrees F; failed to provide employee training, or create and retain records of training testing. [173.306(a)(3)(v), 172.702(b), 172.704(a) and (d)] Case No. 99-165-SC-WE	\$2,000
AERKO INTERNATIONAL (Shipper)	Offered flammable liquid, n.o.s., in a combination package marked as meeting a UN standard that was not assembled as tested and therefore was an unauthorized package; failed to provide employee training, or create and retain records of training testing. [173.202(a) and (b), 172.702(b), 172.704(a) and (d)] Case No. 02-259-SB-SO	\$3,960
AFA, INC. D/B/A AAA FIRE EXTINGUISHER SERVICE (Cylinder Retester)	Failed to demonstrate the accuracy of the pressure-indicating device at a point within 500 psi of the actual test pressure for all cylinders being tested at or above 3,000 psi; after equipment malfunction, repeated the retest at the same pressure, rather than at 10% or 100 psi higher (whichever is lower); failed to maintain required CGA pamphlets at its retest facility. [173.34(e)(4)(iii)(A), 173.34(e)(4)(v), 173.34(e)(2)(v)(C)] Case No. 01-214-CR-SW	\$2,000

Company	SUMMARY	Amount
<p>AIR AND SEA PACKING AND CRATING, INC. (Fiber Box Manufacturer/Shipper)</p>	<p>Represented, marked, certified, sold, and offered fiberboard boxes marked as meeting the UN4G standard, when the design qualification tests were not conducted; offered flammable liquid, n.o.s. (containing acetone), in an unauthorized outer packaging. [178.601(d), 173.202] Case No. 98-159-BMS-WE</p>	<p>\$6,000</p>
<p>AIR CRUISERS COMPANY, INC. (Cylinder Retester/Shipper)</p>	<p>Represented, marked, and certified DOT exemption cylinders as successfully retested when they were initially over-pressurized, a retest was not conducted at the appropriate increased test pressure, and when the Rejection was not recorded; failed to confirm that the pressure-indicating device was accurate to within 0.5 percent of its full range and when daily calibrations were not conducted at the appropriate pressures for cylinders tested that day; offered compressed gas, n.o.s. (carbon dioxide and nitrogen), in DOT specification and exemption cylinders, without conducting the required daily container pressure verifications; failed to condemn an exemption cylinder with permanent expansion exceeding the limit allowed by the exemption, and represented a DOT specification cylinder as condemned, while failing to properly condemn it; failed to maintain the pressure during the hydrostatic test for the required interval; offered compressed gas, n.o.s. (carbon dioxide and nitrogen), in DOT exemption cylinders that were filled above the authorized service pressure and, therefore, were unauthorized for transportation. [173.34(e)(4)(v) and DOT-E 11194, 173.34(e)(4)(iii)(A) and (iv), 173.302(e), 173.34(e)(6)(i)(F) and (ii), DOT-E 8162, DOT-E 10945, DOT-E 11194, DOT CFFC-13, 173.301(e) and DOT-E 8162] Case No. 02-053-CRS-EA</p>	<p>\$16,280</p>

Company	SUMMARY	Amount
<p>AIR CRUISERS COMPANY, INC. (Cylinder Retester)</p>	<p>Failed to condemn an exemption cylinder with permanent expansion exceeding the limit allowed by the exemption, and represented a DOT specification cylinder as condemned, while failing to properly condemn it; offered compressed gas, n.o.s. (carbon dioxide and nitrogen), in DOT exemption cylinders that were filled above the authorized service pressure and, therefore, were unauthorized for transportation; failed to maintain copies of applicable exemptions and CGA pamphlets at its facility; failed to mark DOT-3HT cylinders with low-stress steel stamps; failed to provide function-specific employee training, or create and retain records of training testing. [173.34(e)(6)(i)(F) and (ii), DOT-E 8162, 173.301(e) and DOT-E 8162, 173.34(e)(2)(v)(B) and (C), 173.34(e)(15)(iii), 172.702(b), 172.704(a)(2), 172.704(d)] Case No. 02-162-CR-WE</p>	<p>\$17,640</p>
<p>ALLIED HUNTER CORPORATION (Shipper)</p>	<p>Offered sodium cyanide in non-UN-standard packaging; offered sodium cyanide, which is also a hazardous substance, in non-bulk packaging not marked with the letters "RQ" as required. [173.22(a), 173.211(c), 172.324(a) and (b)] Case No. 00-247-SD-SW</p>	<p>\$4,300</p>
<p>AMERICAN DENTAL SUPPLY, INC. (Shipper)</p>	<p>Offered acetone and ethyl alcohol in fiberboard boxes marked as meeting the UN4G standard when the outer packaging was not closed in accordance with the manufacturer's closure notification, thereby voiding the UN certification, and, for the acetone, when the outer packaging was not marked to indicate that the inner packages complied with an authorized UN standard; affixed a hazard warning label to a package on a surface different from that where the proper shipping name had been marked; offered hazardous materials accompanied by a shipping paper that did not list a 24-hour emergency response telephone number monitored at all times and that contained a shipper's certification that was not signed. [173.22(a)(4), 173.25(a)(4), 173.202, 178.601(b), 172.406(a)(2)(ii), 172.201(d), 172.204(d), 172.604(a)] Case No. 01-098-SBJ-EA</p>	<p>\$4,500</p>

Company	SUMMARY	Amount
AMERICAN DEVELOPMENT CORPORATION (Shipper)	Offered hydrochloric acid in unauthorized packaging; failed to provide employee training; offered hydrochloric acid accompanied by a shipping paper that did not include a 24-hour emergency response telephone number; or a shipper's certification; failed to marked the proper shipping name or orientation arrows on the packaging; failed to register with RSPA. [173.22(a)(2), 173.202(b), 172.702(b), 172.704(a), 172.604(a) and (b), 172.204(a), 172.301(a)(1), 172.312(a)(2), 107.608(a) and (b)] Case No. 97-016-SB-EA	\$5,000
ANCHOR PLASTICS, INC. (Jerrican Manufacturer)	Manufactured, marked, certified, and sold five-gallon plastic jerricans as meeting the UN3H1/Y1.9/100 standard when the drums were not capable of passing the drop and stacking tests. [178.601(b), 178.603(a), 178.606(a)] Case No. 00-388-FJM-EA	\$2,000
API GROUP, INC. D/B/A HALON BANKING SYSTEM (Shipper)	Failed to notify a foreign shipper and forwarding agent at the place of entry into the United States about the requirements of the Hazardous Materials Regulations that would apply to a shipment within the United States. [171.12(a)] Case No. 01-396-SC-EA	\$7,200
AQUA PRODUCTS, INC. (Shipper)	Offered corrosive liquids, acidic, inorganic, n.o.s. (contains phosphoric acid), in an unauthorized packaging; failed to register with RSPA; offered corrosive liquids, acidic, inorganic, n.o.s. (contains phosphoric acid), accompanied by a shipping paper that listed an incorrect packing group and an invalid 24-hour emergency response telephone number. [173.22(a), 173.202(a), 107.601(e), 107.608(a), 172.201(d), 172.202(a)(4), 172.604(b)] Case No. 00-353-SB-EA	\$4,200
BAF INDUSTRIES (Shipper)	Offered compounds, cleaning, liquid, (containing potassium hydroxide and sodium silicate) in UN standard packaging that was not closed in accordance with the manufacturer's closure notification and was, therefore, unauthorized packaging. [173.22(a)(2) and (4), 173.202] Case No. 01-116-SB-CE	\$6,550
BASIC FIRE CONTROL CO., INC. (Shipper)	Failed to provide employee training, or create and retain records of training testing. [172.702(b), 172.704(a) and (d)] Case No. 01-376-SC-EA	\$500

Company	SUMMARY	Amount
BAYLOR/RICHARDSON MEDICAL CENTER, INC. (Shipper)	Offered regulated medical waste in unauthorized non-UN standard packaging; offered the material accompanied by a shipping paper did not include a packing group. [173.22(a)(2), 173.24(c), 173.134(b)(4), 173.197, 172.204(a)(4)] Case No. 02-213-SPB-SW	\$5,800
BEAM CHEMICAL COMPANY, INC. (Shipper)	Offered corrosive liquid in packages that were not closed in accordance with the manufacturer's closure notification and, therefore, in unauthorized packaging. [173.202(b), 173.22(a)(2)(i)] Case No. 01-079-SB-EA	\$2,450
BENCHMARK RESEARCH AND TECHNOLOGY, INC. (Shipper)	Offered Formic acid, 8, in an intermediate bulk container marked as meeting a UN standard that was not retested as required. [173.242(d), 180.352(a) and (b)(1)] Case No. 02-209-SPT-SW	\$5,195
BERENFIELD CONTAINERS (SW), LTD. (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold 30-gallon open-head steel drums as meeting the UN1A2/Y1.5/150 standard, when they were not capable of passing the drop, leakproofness, and hydrostatic pressure tests. [178.2(b), 178.601(b) and (d), 178.603, 178.604, 178.605] Case No. 02-356-DM-EA	\$9,240
BEST EQUIPMENT COMPANY (Cylinder Retester)	Failed to properly condemn cylinders and failed to notify the owner of the cylinder about this; 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)(6), 173.34(e)(8)(ii)(A) and (B), 172.702(b), 172.704(a)(2) and (d)] Case No. 02-179-CR-WE	\$3,625
BFPE INTERNATIONAL, INC. (Cylinder Retester)	Failed to demonstrate the accuracy of the equipment to within one percent at pressures within 500 psi of the pressures at which cylinders were retested; failed to maintain complete and accurate records of daily calibration and cylinder requalification; failed to provide employee training or create and retain records or training testing. [173.34(3)(4)(iii)(A), 173.34(e)(8), 172.702(b), 172.704(a) and (d)] Case No. 01-269-CR-SO	\$6,750

Company	SUMMARY	Amount
BIOTECH PHARMACY, INC. (Shipper)	Offered radioactive materials, n.o.s., in packaging marked as meeting the DOT 7A Type A specification that were not assembled as tested and, therefore, were unauthorized; failed to properly mark packaging with orientation arrows; failed to create and retain records of employee training testing. [173.415(a), 173.475, 172.312(a)(2), 172.704(d)] Case No. 02-223-RMS-SW	\$11,775
BKB AUTOMOTIVE COSMETICS, INC. (Shipper)	Offered flammable liquid, n.o.s., in used UN standard steel drums that had not been tested for leakproofness prior to reuse; failed to register with RSPA; failed to provide employee training, or create and retain records of training testing. [173.28(b)(2), 107.601(a)(6), 107.608, 107.612, 172.702(b), 172.704(a) and (d)] Case No. 00-192-SB-WE	\$4,810
BLAINE INDUSTRIAL SUPPLY, INC. (Shipper)	Offered hydrofluoric acid in an unauthorized, non-UN standard, non-bulk packaging; offered the material accompanied by a shipping paper that failed to list a proper shipping name and an authorized 24-hour emergency response telephone number. [173.22(a)(2), 173.202(a) and (c), 172.200(a), 172.202(a)(1), 172.604(a)] Case No. 02-218-SP-SW	\$6,048
BOX USA GROUP, INC. (Fiber Box Manufacturer)	Manufactured, marked, certified, and sold fiberboard boxes as meeting the UN4G standard, when a different paperboard combination was used, thereby resulting in new or different packaging that had not undergone design qualification testing; failed to provide function-specific employee training, or create and retain records of training testing. [178.2(b), 178.601(c)(1), 178.601(d), 172.702(b), 172.704(a)(2) and (d)] Case No. 01-235-BM-SW	\$5,785
C&W TRUCK AND EQUIPMENT CO., INC. (Shipper)	Improperly marked a tank as having been tested in accordance with the requirements for an IM 101 portable tank, when the tank was actually tested under cargo tank requirements. [173.32b(b)(7)] Case No. 00-011-SIT-HQ	\$1,500

Company	SUMMARY	Amount
CA CHEMISTS, INC. (Shipper)	Offered flammable liquid, n.o.s., in non-UN-standard packaging; offered flammable liquid in an unauthorized packaging because of failure to satisfy the requirements of the small quantity exception, the limited quantity exception, and the consumer commodity exception. [173.22(a)(2), 173.202(a)] Case No. 00-179-SB-WE	\$5,180
CALSOL, INC. (Shipper)	Offering isobutyl isobutyrate in an intermediate bulk container that had not been retested at the required interval and, therefore, was an unauthorized package. [180.352(b)] Case No. 01-175-SIBC-WE	\$5,195
CAROLINA SOLVENTS, INC. (Drum Reconditioner/Shipper)	Offered various flammable liquids in unauthorized, non-UN-standard combination packaging; represented, marked, and certified reconditioned steel drums as meeting the requirements of the regulations, and offered paint-related materials in these drums, when testing for leakproofness had not been performed at the required minimum pressure, and the drums were not marked as required; represented, marked, and certified reconditioned steel drums without notifying persons to whom they were transferred of the closure requirements, and offered paint-related material in these drums without closing them in accordance with the reconditioner's closure notification, thereby voiding the UN certification. [173.22(a)(2), 173.173(b), 173.202, 173.28(b)(2), 173.28(c), 173.202, 178.503(c), 173.22(a)(4), 173.24(f)(2), 178.2(c)(1)] Case No. 02-272-SB-SO	\$10,310
R. E. CARROLL, INC. (Shipper)	Offered environmentally hazardous substances, liquid, n.o.s., in a 55-gallon drum that was not marked with a proper shipping name, and offered alcohols, flammable, toxic, n.o.s., in a five-gallon plastic drum that was not marked with the technical name; failed to label a package with the subsidiary hazard warning label; offered two hazardous materials accompanied by a shipping paper with additional unauthorized information before the basic shipping description, with an incorrect technical name, and with the "RQ" designation when the quantity being offered did not meet the minimum for a reportable quantity. [172.300(a), 172.301(a) and (b), 172.400(a), 172.402(a), 172.201(a)(4), 172.203(c)(2)] Case No. 02-085-SD-EA	\$3,900



Company	SUMMARY	Amount
<p>CARTRIDGE ACTUATED DEVICES, INC. (Shipper)</p>	<p>Offered an explosive device under the terms of a DOT exemption, when the packaging had not been tested in accordance with the requirements of the exemption and was not marked with the material's technical name. [172.102(c)(1), 172.203(k), 172.301(b)] Case No. 01-011-SE-HQ</p>	<p>\$4,800</p>
<p>CATHEDRAL HEALTHCARE SYSTEM, INC. (Shipper)</p>	<p>Offered infectious substances, affecting humans, 6.2 (waste stocks &amp; cultures), in unauthorized packaging; offered regulated medical waste under the terms of an exemption when all terms had not been met; offered regulated medical waste in bulk packaging authorized by an exemption when a copy of the exemption was not available; failed to provide function-specific employee training, or create and retain records of general awareness and safety training testing. [173.22(a)(2), 173.134(b)(4), 173.196, 173.197, 173.22(a)(2), 173.197(a), DOT-E 12227–Paragraphs 7.a.(3), 7.b.(2), and 7.d.(7), 173.22(b), DOT-E 12227, 172.702(b), 172.704(a)(2) and (d)] Case No. 01-629-SBBG-EA</p>	<p>\$8,500</p>
<p>CATHOLIC HEALTH SYSTEMS, INC. (Shipper)</p>	<p>Offered regulated medical waste, purportedly under the terms of a DOT exemption, when (1) free liquids in rigid containers were placed in plastic film bags, (2) sharps were placed in plastic film bags, (3) plastic film bags failed to contain their contents because they had not been closed as required, (4) cultures and stocks were placed in plastic film bags, (5) regulated medical waste was loose throughout bulk outer packaging, and (6) plastic film bags were not marked as required and did not meet ASTM tests for tear and impact resistance. [173.22(a)(2), 173.197(a)] Case No. 01-645-SBG-EA</p>	<p>\$7,425</p>
<p>CERTIFIED LOGISTICS &amp; SUPPORT SERVICES, INC. (Shipper)</p>	<p>Offered sodium hydroxide Solution, 8, in unauthorized, non-UN-standard packaging. [173.22(a)(2), 173.202(b) and (c)] Case No. 01-270-SP-SO</p>	<p>\$3,000</p>

Company	SUMMARY	Amount
CHASE PACKAGING, INC. (Plastic Bag Manufacturer)	Manufactured, marked, certified, and sold three different plastic bag designs, when (1) they had not been conditioned as required prior to design qualification, (2) they were marked with a gross mass for which they had not been tested, and (3) design qualification test reports were not maintained; failed to provide function-specific and recurrent employee training. [178.601(d) and (l), 178.602, 178.603, 172.702(b), 172.704(a)(2), 172.704(c)(2)] Case No. 00-390-BGM-EA	\$6,500
CHEM-TAINER, INC. D/B/A TODD ENTERPRISES (Jerrican Manufacturer)	Manufactured, marked, certified, and sold 11-gallon plastic jerricans as meeting the UN3H1 standard, when the jerricans were not subjected to design qualification testing after a design change. [178.601(d)] Case No. 02-118-JM-CE	\$6,000
CHEMBOND LIMITED (Shipper)	Offered adhesives, 3, in an unauthorized, non-UN-standard packaging. [173.22(a)(2), 173.173(b)(1)] Case No. 01-647-FSP-EA	\$4,200
CHEMCOMM, INC. (Shipper)	Offered corrosive liquid, flammable, n.o.s. (containing 4-tert-butyl-12-othydroxybenzene/methol), in a portable tank marked as meeting the DOT 57 specification, when it had not been subjected to a periodic inspection and test; offered the same material in drums marked as meeting the UN1A1 standard when they were not properly closed. [180.605(c)(3), 173.22(a)(2)(i)] Case No. 02-020-SPT-HQ	\$4,500
CHEMICAL AND PETROCHEMICAL INSPECTIONS, INC. (Plastic Box Manufacturer)	Manufactured, marked, certified, and sold plastic boxes as meeting the UN4H2 standard, when design qualification testing was not properly conducted; offered methanol without preparing a proper hazardous materials shipping paper. [178.2(b), 178.601(b) and (c), 172.200(a), 172.202(b), 172.204(a) and (d)] Case No. 02-228-PBM-SW	\$7,575
CHEMPAC (Shipper)	Offered hazardous materials without preparing a shipping paper. [172.200, 172.201] Case No. 00-224-SPG-SW	\$500

Company	SUMMARY	Amount
CHESAPEAKE FREIGHT BROKERS, INC. (Shipper)	Offered maleic anhydride in unauthorized, non-UN-standard packaging; offered it accompanied by a shipping paper that did not contain the required shipper's certification; failed to register with RSPA. [173.22(a)(2), 173.213(c), 172.204(a), 107.601(e), 107.608(a)] Case No. 00-273-SBG-SO	\$3,200
CHICAGO METROPOLITAN FIRE PREVENTION COMPANY (Cylinder Retester)	Marked cylinders with its retester's identification number and a test date without performing hydrostatic testing; failed to read the test equipment's gauges to accurately measure the expansion of cylinders under pressure; failed to maintain accurate records of reinspection and retest; failed to provide employee training, or create and retain records of training testing; failed to maintain a current copy of the hazardous materials regulations at its facility. [173.34(e)(1)(i) and (ii), 173.34(e)(4)(i) and (iii), 173.34(e)(8)(ii), 172.702(b), 172.704(a) and (d), 173.34(e)(2)(v)(A)] Case No. 99-111-CR-CE	\$10,000
CHRISTY- GARRISON (Shipper)	Failed to provide employee training, or create and retain records of training testing. [172.702(b), 172.704(a) and (d)] Case No. 00-195-SB-WE	\$1,500
CLEAN ALL PRODUCTS, INC. (Shipper)	Offering corrosive materials in a non-DOT specification packaging; offered it accompanied by a shipping paper that did not list the technical name of the material; that did not list the proper shipping name and UN identification number; and did not include a shipper's certification. [173.263 (old regs), 173.202(a) (new regs), 172.203(k)(3), 172.202(a)(1) and (2), 172.204(a)] Case No. 95-17-SB-EA	\$2,500
CLEAN SHOT TECHNOLOGIES, INC. (Shipper)	Offered an explosive article after its properties had been altered without being examined and assigned a recommended shipping description, division, and compatibility group, and without submitting a report of such examination. [173.51(a), 173.54(a), 173.56(b)(1)] Case No. 99-018-SE-HQ	\$4,000
CLEMENT FIRE & SAFETY, INC. (Cylinder Retester)	Failed to condemn a cylinder with permanent expansion exceeding 10 percent of total expansion. [173.34(e)(6)(D)] Case No. 01-503-CR-SW	\$3,000

Company	SUMMARY	Amount
CLEVELAND STEEL CONTAINER CORPORATION (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold steel drums as meeting the UN1A2 standard, when they were not capable of passing the drop and hydrostatic performance tests. [178.601(b), 178.603, 178.605] Case No. 02-105-DM-CE	\$12,600
COGCO, INC. (Shipper)	Offered radioactive materials, special form, 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; failed to affix a label containing radioactive materials information to the package; offered radioactive materials accompanied by a shipping paper that contained an incomplete description, no indication that the material was a reportable quantity, none of the additional information required for radioactive materials, no transport index, and no 24-hour emergency response telephone number; offered bromine trifluoride without preparing a shipping paper; failed to provide recurrent employee training, or create and retain records of training testing. [173.415(a), 178.350(a), 172.403(g), 172.202(a) and (b), 172.203(c)(2), 172.203(d)(4)-(6), 172.604(a), 172.200(a), 172.201(a), 172.702(b), 172.704(c)(2) and (d)] Case No. 02-168-RMS-HQ	\$11,725
COLGATE-PALMOLIVE COMPANY, INC.. (Shipper)	Offered alkyl sulfonic acids in an intermodal portable tank that did not have a specification plate attached to it and when the visual inspection failed to note this fact; offered alkyl sulfonic acids accompanied by a shipping paper that listed an incorrect shipping name; offered alkyl sulfonic acids in an intermodal portable tank that was marked with an incorrect shipping name. [173.32c(d)(1)(iv), 172.202(a), 172.302, 172.303] Case No. 01-020-SIT-HQ	\$5,000

Company	SUMMARY	Amount
COLONIAL BAG COMPANY (Fiber Bag Manufacturer)	Manufactured, marked, certified, and sold paper bags as meeting the UN5M2 standard when the design qualification drop test was not properly conducted and the bags were not conditioned prior to testing; failed to maintain complete design qualification test reports; failed to provide function-specific employee training, or create and retain records of training testing. [178.2(b), 178.601(d), 178.602(d), 178.603(e), 178.601(l), 172.702(b), 172.702(a)(2) and (d)] Case No. 00-280-BGM-SO	\$3,935
COLONIAL FIREWORKS, INC. (Shipper)	Offered and transported fireworks, 1.3G, in non-UN-standard packaging; offered this material accompanied by a shipping paper that did not contain all the required information and listed an unauthorized 24-hour emergency response telephone number; failed to create and retain records of employee training testing; failed to properly mark and label packages of fireworks, 1.3G. [173.22(a)(2), 173.62(a), 172.202(a) and (b), 172.604(b), 172.704(d), 172.301(a), 172.320(a), 172.400(a)] Case No. 01-624-SE-EA	\$5,000
COMMUNITY HOSPITAL GROUP, INC. (Shipper)	Offered regulated medical waste in unauthorized packaging. [173.22(a)(2), 173.197, DOT-E 12227] Case No. 02-056-SBG-EA	\$7,800
CONTICO INTERNATIONAL, LLC (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold five-gallon plastic pails as meeting the UN1H2/Y1.4/30 standard, when they were not capable of passing the drop and leakproofness tests. [178.2(b), 178.601(b), 178.603, 178.604] Case No. 02-186-PDM-WE	\$8,400
CPI-THE ALTERNATIVE SUPPLIER D/B/A CPI INTERNATIONAL (Shipper)	Offered corrosive liquid, acidic, inorganic, n.o.s. (contains nitric acid), without providing a proper hazardous materials shipping paper; failed to mark the package with the proper shipping name and orientation arrows; failed to label the package. [172.200(a), 172.201(a) and (d), 172.202(a), 172.602, 172.604, 172.301(a)(1), 172.301(b), 172.312(a)(2), 172.400] Case No. 99-357-SB-EA	\$6,365

Company	SUMMARY	Amount
CROWN CHEMICAL, INC. (Shipper)	Offered corrosive solid, basic, inorganic, n.o.s., in unauthorized, non-UN-standard packaging; offered corrosive solid, oxidizing, n.o.s., in drums marked as meeting a UN-standard that were not closed in accordance with the manufacturer's closure notification; offered it accompanied by a shipping paper that did not list a 24-hour emergency response telephone number; failed to register with RSPA. [173.22(a)(2), 173.212, 173.22(a)(4), 173.24(b), 172.604(a)(1) and (2), 107.601(e), 107.608(a) and (b)] Case No. 99-110-SD-CE	\$6,900
CYMER, LLC (Shipper)	Offered flammable liquid, n.o.s. (containing toluene) in unauthorized, non-UN-standard packaging. [173.22(a)(2), 173.202] Case No. 01-274-SB-SO	\$5,250
D.D. TRANSFER & WAREHOUSE CO., INC. (Carrier)	Accepted and transported oxidizing solid, n.o.s. (containing sodium perborate), when it was not accompanied by a shipping paper. [177.817(a) and (b)] Case No. 02-058-CBG-EA	\$3,000
DANA CONTAINER, INC. (Intermediate Bulk Container Requalifier)	Represented, marked, and certified intermediate bulk containers as meeting the requirements of the regulations for continued use when they were not reinspected and requalified as required; failed to maintain complete records of periodic retest and inspection. [180.352(b)(3)(ii), 180.3(a), 180.352(f)] Case No. 02-014-IBCR-HQ	\$6,090
DEGUSSA CORPORATION (Fiber Box Manufacturer/Shipper)	Offered urea hydrogen peroxide in packaging with a greater gross mass than the gross mass to which the outer packaging had been tested and certified, thereby voiding the UN certification and making the packaging unauthorized; represented, marked, and certified packaging as meeting the UN4G/Y32/S standard, when design qualification testing of the packaging had been conducted with a gross mass of only 25 kilograms. [173.22(a)(2), 173.24a(b)(2), 173.213, 178.503(a)(4), 178.601(d)] Case No. 02-358-BMS-EA	\$4,000

Company	SUMMARY	Amount
DELTA AIR LINES, INC. (Cylinder Retester)	Failed to hold a current retester's identification number or approval; failed to mark DOT-3HT cylinders with low-stress steel stamps; failed to maintain copies of applicable exemptions at its retest facility; marked cylinders as retested prior to conducting the final visual inspection. [173.34(e)(2)(i), 173.34(e)(15)(iii), 173.34(e)(2)(v)(B), 173.34(e)(1)(ii)] Case No. 01-264-CR-SO	\$13,220
A. B. DICK COMPANY (Fiber Box Manufacturer/Shipper)	Represented, marked, and certified that inner packages inside an overpack met a UN standard when they did not, and offered flammable liquids in this unauthorized packaging; offered hazardous materials accompanied by a shipping paper that did not properly describe the materials and included an unsigned shipper's certification; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2), 173.25(a), 173.202, 172.201(a)(3) and (4), 172.202(a), 172.204(d), 172.702(b), 172.704(a) and (d)] Case No. 01-627-BMS-EA	\$15,550
DOW AGROSCIENCES, L.L.C. (Shipper)	Offered toxic liquid, flammable, organic, n.o.s. (containing chloropicrin, 1, 3-dichloropropene), a Packing Group I, Hazard Zone B PIH material, that was improperly described on the outer packaging and the shipping papers that accompanied the material. [172.200(a), 172.202(a), 172.300(a), 172.301(a)] Case No. 01-648-SD-EA	\$1,875
E. I. DU PONT DE NEMOURS AND COMPANY, INC. (Shipper)	Offered paint-related material in packages that were not properly labeled; offered corrosive solid, acidic, inorganic, n.o.s. (containing potassium peroxymonosulfate, potassium bisulfate, potassium sulfate, and magnesium carbonate) in UN standard packages that were not closed in accordance with the manufacturer's closure notification, and, therefore, were unauthorized packages. [172.406(a)(1)(ii), 173.22(a)(2) and (4), 173.212] Case No. 01-373-SD-EA	\$12,000
DXP ENTERPRISES, INC. (Shipper)	Offered cartridges, signal, 1.4G, in unauthorized, non-UN-standard packaging. [173.62] Case No. 01-451-SE-WE	\$4,750

Company	SUMMARY	Amount
T. J. EGAN AND COMPANY, INC. (Shipper)	Represented, marked, certified, and sold packaging as meeting a DOT exemption and as being authorized for the transportation of regulated medical waste, when the packaging did not meet the requirements of the exemption. [DOT-E 10818] Case No. 01-380-EX-EA	\$5,880
EASTERN ISOTOPES, INC. (Shipper)	Offered radioactive materials for transportation in packages marked as meeting the DOT 7A Type A specification without maintaining complete documentation of tests, evaluation, or comparative data showing packaging design and materials of construct met the DOT 7A spec; failed to create and retain records of employee training testing. [173.415(a), 172.704(d)] Case No. 00-009-RMS-HQ	\$6,100
EMCO CHEMICAL (USA) CORP. (Shipper)	Offered compounds, cleaning, liquid, 8, in an unauthorized, non-UN-standard packaging; failed to mark a proper shipping name and UN identification number on the packaging; affixed to the packaging a hazard warning label that was not the required size; failed to register with RSPA. [173.22(a)(2), 173.203(c), 172.301(a), 172.303(a), 172.407(c)(1), 107.601, 107.608(b)] Case No. 01-502-SP-SW	\$5,740
ENERGETIC MATERIALS, INC. (Shipper)	Offered fireworks, 1.3G, that had not been approved and issued an explosive approval number by RSPA/DOT. [173.22(a)(2), 173.51(a), 173.54(a)] Case No. 01-615-SE-EA	\$4,775
EVANS INDUSTRIES, INC. (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold reconditioned drums as meeting the UN1A2 standard, when they were not capable of passing the required drop, leakproofness, hydrostatic pressure, and vibration standard tests. [178.601(b), 178.603, 178.604, 178.605, 178.608] Case No. 99-212-DM-SW	\$5,500
ENVIROCLEAN MANAGEMENT SERVICES, INC. (Motor Carrier)	Accepted and transported regulated medical waste in unauthorized non-UN standard packaging; offered the material accompanied by a shipping paper did not include a packing group. [173.22(a)(2), 173.24(c), 173.134(b)(4), 173.197, 177.801, 172.204(a)(4), 177.817(a)] Case No. 02-212-CAR-SW	\$5,500



Company	SUMMARY	Amount
FEDEX GROUND, INC. (Shipper)	Offered flammable liquid, n.o.s. (containing isopropanol) when the material had been repackaged from a damaged packaging into a fiberboard box that did not meet the overpack requirements; failed to mark the package with orientation arrows. [173.3(c), 173.22(a)(2), 173.202, 177.801, 173.312(a)(2)] Case No. 02-070-SB-EA	\$9,375
FIBERLAY, INCORPORATED (Shipper)	Offered organic peroxide Type D (containing methyl ethyl ketone peroxide less than or equal to 45%) in unauthorized packaging. [173.225] Case No. 01-263-SB-SO	\$3,600
FIRE SUPPRESSION SYSTEMS, INC. (Cylinder Retester)	Failed to condemn cylinders with permanent expansion exceeding 10 percent of total expansion; after equipment malfunction, repeated the retest at the same pressure, rather than at 10 percent or 100 psi higher (whichever is lower). [173.34(e)(4), 173.34(e)(3)] Case No. 96-228-CR-WE	\$5,550
FIRE-PRO FIRE EQUIPMENT, LTD. (Cylinder Retester)	After equipment failure, repeated the retest at the same pressure, rather than at 10 percent or 100 psi higher (whichever is lower); failed to demonstrate the accuracy of the pressure-indicating device at any point within 500 psi of the actual test pressure for pressures at or above 3,000 psi; failed to maintain a current copy of the regulations at its facility. [173.34(e)(4)(v), 173.34(e)(4)(iii)(A), 173.34(e)(2)(v)(A)] Case No. 00-104-CR-CE	\$5,000
FIREMATIC SAFETY EQUIPMENT, INC. (Cylinder Retester)	Failed to retest cylinders at the minimum test pressure; failed to demonstrate the accuracy of the test equipment within 500 psi of actual test pressure for testing conducted at or above 3,000 psi. [173.34(e)(1), 173.34(e)(4)(iii)(A)] Case No. 01-626-CR-EA	\$6,000
FIRMENICH INCORPORATED (Shipper)	Offered perfumery products with flammable solvents in an intermediate bulk container marked as meeting a UN standard for which the 2.5-year retest test was not performed. [173.22(a)(2), 173.32(a)(2)] Case No. 02-359-SIBC-EA	\$10,496

Company	SUMMARY	Amount
FLEURCHEM, INC. (Fiber Box Manufacturer/Shipper)	Represented, marked, and certified fiberboard boxes as meeting the UN4G standard when drop and stacking tests were not conducted and records were not kept; failed to provide function-specific employee training; failed to properly label packages; offered hazardous materials accompanied by a shipping paper that did not list the proper shipping name; marked a year of manufacture on UN4G boxes other than the actual year of manufacture, and, in applying the UN certification marking, failed to properly identify the package certifier. [178.601(d) and (l), 178.603, 178.606, 172.702(b), 172.704(a)(2), 172.402(b), 172.202(b), 178.503(a)(6) and (8)] Case No. 97-129-BMS-EA	\$8,500
FLEXITANK, INC. (Shipper)	Offered alkyl sulfonic acid, in an intermodal portable tank that was not equipped with a specification plate and when a visual inspection, prior to loading, failed to note missing specification plate. [173.32c(d)(1)(iv), 178.270-14] Case No. 01-021-SIT-HQ	\$1,500
FOX VALLEY FIRE & SAFETY (Cylinder Retester)	Performed retesting with equipment not demonstrated to be accurate to within one percent of 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 current records of reinspection and retest. [173.34(e)(4)(iii)(A), 173.34(e)(4)(v), 173.34(e)(8)(A) and (B)] Case No. 99-119-CR-CE	\$6,500
GEO GALLIUM (Shipper)	Offered gallium, 8, in unauthorized packaging. [171.11(a), ICAO Packaging Instruction 804] Case No. 01-080-FSB-EA	\$5,000
GLH INDUSTRIES, INC. (Shipper)	Offered corrosive liquid, acidic, organic, n.o.s., in unauthorized five-gallon pails, and in fiberboard boxes that were not marked with a UN certification marking; failed to affix hazard warning labels to packages containing hazardous materials; offered hazardous materials accompanied by a shipping paper that included an unsigned shipper's certification and a 24-hour emergency response telephone number that was not monitored at all times; failed to provide employee training. [173.22(a)(2), 173.24(c), 173.202, 172.400, 172.204(a) and (d), 172.604(a), 172.702(b),, 172.704(a)] Case No. 99-255-SB-SO	\$3,000

Company	SUMMARY	Amount
GOODMAN BROS. STEEL DRUM CO., INC. (Drum Reconditioner)	Represented, marked, certified, and sold reconditioned 55-gallon steel drums as meeting the regulations, when the drums were 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. 01-378-DR-EA	\$2,000
GRAINGER AUTO PARTS, INC. (Shipper)	Offered air bag inflators, 9, in unauthorized, non-UN-standard packaging; failed to provide function-specific employee training, or create and retain records of training testing. [173.22(a)(2), 173.166(d)(3), 172.702(b), 172.704(a)(2), 172.704(d)] Case No. 02-255-SB-SO	\$4,450
GREAT LAKES CHEMICAL CORPORATION (Shipper)	Offered chloropocirin, 6.1, toxic inhalation hazard, zone B, in plastic receptacles that were not tested as prescribed, and, therefore, were unauthorized packages. [173.22(a)(2), 173.24(e)(3)(ii)] Case No. 00-612-SB-EA	\$10,000
GRECO GAS, INC. D/B/A GRECO GAS & WELDING SUPPLIES (Cylinder Retester)	Failed to determine each cylinder's tare weight when performing visual inspections; failed to properly mark each cylinder; failed to maintain a current copy of the regulations at its retest facility; failed to create and retain records of employee training testing. [173.34(e)(3), 173.34(e)(13), 173.34(e)(7)(ii), 173.34(e)(13), 173.34(e)(2)(v)(A), 172.704(d)] Case No. 01-364-CR-EA	\$3,200
GREIF BROS. CORPORATION (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold steel drums as meeting the UN1A1 standard, when the drums were not capable of passing the drop test. [178.601(b), 178.603] Case No. 02-152-DM-WE	\$17,300
E. L. GREMILLION & SON, INC. (Cylinder Retester)	Failed to verify the accuracy of the test equipment to within one percent of prescribed test pressures, failed to calibrate the test equipment on the date of retest, and tested at pressures not within 500 psi of the calibration pressure. [173.34(e)(4)(iii) and (iv)] Case No. 01-242-CR-SW	\$3,000
GRINNELL CORPORATION (Cylinder Retester)	Failed to condemn an exemption cylinder with permanent expansion exceeding five percent of total expansion; failed to maintain complete and accurate records of reinspection and retest. [173.34(e)(1), 173.34(e)(6)(F), DOT-E 10905-Paragraph 8.f., 173.34(e)(8)(ii)(B)] Case No. 99-361-CR-EA	\$6,610

Company	SUMMARY	Amount
GRINNELL CORPORATION (Cylinder Retester)	Failed to demonstrate the accuracy of the pressure-indicating device to within 500 psi of actual test pressure for pressures at or above 3,000 psi; failed to provide employee training. [173.34(e)(4)(iii)(A); 172.702(b), 172.704(a)] Case No. 01-611-CR-EA	\$3,590
GRINNELL FIRE PROTECTION SYSTEMS CO. (Cylinder Retester)	Failed to maintain complete and accurate records of reinspection and retest (two counts); failed to condemn an exemption cylinder with permanent expansion exceeding 10 percent of total expansion. [173.34(e)(8)(ii)(B), 173.34(e)(1), 173.34(e)(6)(F), DOT-E 8059–Paragraph 8.h.] Case No. 01-058-CR-EA	\$10,761
HACKENSACK UNIVERSITY MEDICAL CENTER, INC. (Shipper)	Offered infectious substances, affecting humans (wastes and stock cultures), as regulated medical waste in fiberboard boxes that did not conform to the requirements of Part 178 at the Packing Group II performance level, and therefore in unauthorized packaging; offered regulated medical waste in bags that did not comply with a DOT exemption, and therefore in unauthorized packaging; failed to create and retain records of employee training testing. [173.22(a)(2), 173.134(b)(4), 173.196, 173.197, 173.22(a)(2), DOT-E 10818–Paragraphs 7.a.(1) and (3), 7.b.(2), and 7.d.(7), 172.704(d)] Case No. 02-060-SBBG-EA	\$9,700
FRANK HAMMETT D/B/A JOHN'S TACKLE SHOP/FRANK'S DIVE SHOP	Failed to confirm that the pressure-indicating device on its retest equipment was accurate to within one percent and utilized a calibrated cylinder that showed permanent expansion; failed to maintain accurate records of reinspection and retest; failed to create and retain records of employee training testing. [173.34(e)(4)(iii)(A), 173.34(e)(4)(iv), 173.34(e)(8)(ii)(A) and (B), 172.704(d)] Case No. 98-296-CR-SO	\$3,000

Company	SUMMARY	Amount
HERCULES CHEMICAL COMPANY, INC. (Shipper)	Offered sulfuric acid in a UN standard packaging that was marked with an incorrect UN certification marking; offered oxidizing solids, n.o.s., in an unauthorized, non-UN-standard packaging; failed to mark packages of oxidizing solids, n.o.s., with the proper shipping name and UN identification number; failed to affix a hazard warning label to packages of oxidizing solids, n.o.s. [173.22(a)(2), 178.503(a)(4)(ii) and (a)(8), 173.22(a)(2), 173.202(b), 172.301(a), 172.400(a)] Case No. 01-244-SB-SW	\$10,000
HILL BROTHERS CHEMICAL COMPANY, INC. (Shipper)	Offered hazardous materials in unauthorized packaging; failed to provide function-specific employee training. [173.22(a)(2) and (4), 173.24(c)(1), 173.28(b)(2), 172.702(b), 172.704(a)(2)] Case No. 01-381-SD-EA	\$5,200
HOME HEALTH CARE CORPORATION OF AMERICA, INC. (Shipper)	Offered oxygen, refrigerated liquid, in a cargo tank transported within a truck without marking the UN identification number on either the tank or the truck, or the proper shipping name on the tank, and without affixing placards to the tank; failed to provide employee training or create and retain records of training testing; offered hazardous materials accompanied by a shipping paper that did not properly describe the material and that listed a 24-hour emergency response number not monitored at all times by a knowledgeable person. [172.302(a)(2), 172.320(a)(3) and (4), 172.312, 172.514, 172.516(c), 172.702(b), 172.704(a) and (d), 172.201(a), 172.202(a), 172.604(a)] Case No. 01-077-SCT-EA	\$1,760
HOME HEALTH CARE CORPORATION OF AMERICA, INC. (Shipper)	Offered oxygen, refrigerated liquid, at a pressure greater than 25.3 psig in an unauthorized non-specification packaging that was permanently mounted to a vehicle so that its contents were discharged without removing the packaging from the vehicle. [173.24(c)(1), 173.316, 173.320(a), 177.834(h)] Case No. 01-084-SPT-EA	\$1,540
HOOVER MATERIALS HANDLING GROUP (Intermediate Bulk Container Manufacturer)	Manufactured, marked, certified, and sold composite intermediate bulk containers as meeting the UN31HA1/Y standard, when the drop test was not performed from the proper height. [178.801(d), 178.810(d)] Case No. 98-053-IBCM-EA	\$6,400

Company	SUMMARY	Amount
HOSPITAL CENTER AT ORANGE (Shipper)	Offered regulated medical waste, purportedly under the terms of a DOT exemption, when (1) inner plastic film bags failed to contain their contents because they were not properly closed, (2) free-flowing liquids were contained in plastic film bags, (3) plastic film bags were not durably marked with the name, city, and state of the offeror, and (4) regulated medical waste was placed in plastic film bags that did not meet ASTM testing standards; failed to provide function-specific employee training, or create and retain records of training testing. [173.22(a)(2)(v), DOT-E 12227-Paragraphs 7.a.(3), 7.b.(2), 7.b.2(ii), 7.d.(8), 8.b., 172.702(b), 172.704(a)(2) and (d)] Case No. 02-065-SBG-EA	\$6,200
HOWARD INDUSTRIES, INC. (Shipper)	Offered lithium hydroxide monohydrate in non-specification, non-UN-standard packaging; failed to register with RSPA; offered hazardous materials accompanied by a shipping paper listing an erroneous 24-hour emergency response telephone number; failed to properly prepare a shipping paper; failed to provide employee training or create and retain records of training testing. [173.22(a)(2), 173.212(c), 172.407(c), 173.25(a)(2), 107.601(e), 107.608, 172.604(a), 172.201(a)(4), 172.202(a)(5), 172.702(b), 172.704(a) and (d)] Case No. 98-076-SBG-EA	\$7,335
IMAGE TECHNOLOGY (Shipper)	Offered sodium hydroxide solution in unauthorized non-UN-standard packaging; failed to provide employee training, or create and retain records of training testing; failed to register with RSPA. [173.22(a)(2), 173.202(b) and (c), 172.702(b), 172.704(a) and (d), 107.608(a) and (b)] Case No. 01-271-SP-SO	\$7,825

Company	SUMMARY	Amount
INDUSTRIAL CLEANING PRODUCTS, INC. (Shipper)	Offered liquid hazardous materials in plastic drums marked as meeting the UN1H2/Y27/S standard that were certified for solids only, and thus were unauthorized packaging; affixed hazard warning labels to packages that were not the correct size and failed to affix subsidiary class labels; offered hazardous materials accompanied by a shipping paper that failed to identify them as hazardous materials and failed to include the basic shipping description, a 24-hour emergency response telephone number, and a shipper's certification; failed to provide employee initial and recurrent training, or create and retain records of training testing. [173.22(a)(2), 173.24(b)(1), 173.202(a), 172.400(a)(1), 172.402(a), 172.407(c)(1), 172.200(a), 172.201(d), 172.202(a)(1) through (5), 172.204(a), 172.702(b), 172.704(a) and (c)(2), 172.704(d)] Case No. 00-089-SBD-EA	\$4,000
INDUSTRIAL CRATING & PACKING, INC. (Fiber Box Manufacturer)	Manufactured, marked, certified, and sold three different designs of fiber boxes as meeting the UN 4G standard without performing the required periodic testing and when the UN certification marking on the boxes did not contain the correct year of manufacture. [178.601(e), 178.503(b)(6)] Case No. 01-173-BM-WE	\$7,900
INTAC AUTOMOTIVE PRODUCTS, INC. (Shipper)	Offered methanol in a non-specification intermediate bulk container not authorized because its exemption had expired; offered it accompanied by a shipping paper that included additional information before the basic description and did not include a signed shipper's certification; failed to provide function-specific employee training. [173.32(a), DOT-E 10172, 172.200(a), 172.201(a)(4), 172.204(d), 172.702(b), 172.704(a)(2)] Case No. 01-136-SIBC-CE	\$3,000
INTER- ORIENTAL PYROTECHNIC LIMITED (Shipper)	Offered fireworks when neither the packages nor the accompanying shipping document contained a correct "EX" approval number for the item and the packages were marked 1.4S instead of 1.4G. [172.320, 173.51(a)] Case No. 00-027-FSE-HQ	\$2,100

Company	SUMMARY	Amount
INTERNATIONAL TESTING & INSPECTION SERVICES, INC. (Shipper)	Offered radioactive material without preparing a shipping paper; offered radioactive material without a shipping paper or other document containing emergency response information; offered radioactive material without properly labeling the package. [172.201, 177.817, 172.600, 172.602, 172.403] Case No. 00-017-RMS-HQ	\$6,500
IONICS, INC. (Shipper)	Offered corrosive liquid, n.o.s., in unauthorized packaging; failed to provide function-specific employee training. [173.22(a)(2) and (4), 173.24(c)(1) and (d)(1), 172.702(b), 172.704(a)(2)] Case No. 01-360-SD-EA	\$5,500
JACOB-DIETZ, INC. (Cylinder Retester)	Failed to properly condemn cylinders; failed to demonstrate the accuracy of the test equipment to within 500 psi of actual test pressure; failed to maintain complete records of reinspection and retest. [173.34(e)(6), 173.34(e)(4)(iii)(A), 173.34(e)(8)(ii)(A) and (B)] Case No. 02-110-CRS-CE	\$3,675
JACOBSON WAREHOUSE COMPANY, INC. (Freight Forwarder)	Offered adhesives, 3, in an unauthorized, non-UN-standard packaging. [173.22(a)(2), 173.173(b)(1)] Case No. 01-646-SP-EA	\$3,000
JAMCO AMERICA, INC. (Shipper)	Offered an undisclosed shipment of oxygen generators, chemical, 5.1, that (1) was not in UN-standard packaging, (2) was accompanied by a shipping paper that did not include a proper shipping description, shipper's certification, or 24-hour emergency response telephone number, and (3) was in a packaging that was not properly marked or labeled. [173.212, 172.204, 172.604, 172.300, 172.400] Case No. 01-113-SB-CE	\$18,500
DON JERRY'S X-PLO, INC. (Shipper)	Offered cyclotrimethylene trinitramine (RDX), wetted with not less than 15% water, 1.1D, that was not properly blocked and braced, or otherwise secured to prevent motion between containers in a vehicle; offered this material in a packaging not closed so that under conditions normally incident to transportation the effectiveness was not substantially reduced; offered the material accompanied by a shipping paper that did not include the word "wetted" in the shipping description. [173.30, 177.834(g), 173.24(b)(2), 172.202(a)(1)] Case No. 99-014-SE-HQ	\$18,550



Company	SUMMARY	Amount
<p>JERSEY COOPERAGE COMPANY, INC. (Drum Reconditioner)</p>	<p>Represented, marked, certified, and sold reconditioned drums as meeting the UN1A2/Y1.2/100 standard, when they were not capable of pass the drop, leakproofness, hydrostatic pressure, and vibration tests; represented, marked, certified, and sold 55-gal drums as meeting a UN standard, when they were marked with illegible markings. [178.2(b), 178.601(b), 178.603(a), 178.604(b)(ii), 173.28(c)(3), 178.3(a)(3), 178.503(c)] Case No. 01-100-DR-EA</p>	<p>\$5,000</p>
<p>JLM MARKETING, INC., FORMERLY D/B/A BROWNING CHEMICAL (Shipper)</p>	<p>Offered oxidizing solid, n.o.s. (containing sodium carbonate peroxyhydrate) without describing it on a shipping paper or providing emergency response information or a 24-hour emergency response telephone number; failed to mark the proper shipping name and identification number on non-bulk packaging, and the identification number on two opposite sides on bulk packaging; failed to affix hazard warning labels on non-bulk and bulk packaging; failed to affix placards to freight containers or offer them to a motor carrier for unplacarded freight containers and transport vehicles; failed to provide employee training, or create and retain records of training testing. [172.200(a), 172.600(c), 172.604(a), 173.22(a)(1), 172.301(a), 172.302(a), 172.400(a), 173.22(a)(2), 173.35(a), 173.213, 173.240(d), 172.504(a), 172.506(a), 172.512(a), 172.702(b), 172.704(a) and (d)] Case No. 00-096-SBG-EA</p>	<p>\$70,800</p>
<p>JMP MEXICO, S.A. DE C.V. (Shipper)</p>	<p>Offered lighters containing flammable gas prior to receiving an approval from the Associate Administrator for Hazardous Materials Safety that authorized the use of the specific inner packages with the lighter model that was offered. [173.21(i)] Case No. 01-090-FSB-EA</p>	<p>\$1,600</p>
<p>JOSHEN PAPER &amp; PACKAGING OF ARKANSAS (Shipper)</p>	<p>Offered caustic alkali liquids, n.o.s., in an unauthorized, non-UN-standard packaging; affixed to the packaging a hazard warning label that was not the required size; failed to provide general awareness and function-specific employee training, or create and retain records of training testing; failed to register with RSPA. [173.22(a)(2), 173.203(c), 172.407(c)(1), 172.702(b), 172.704(a)(1) and (2), 172.704(d), 107.601, 107.608(b)] Case No. 01-504-SP-SW</p>	<p>\$4,375</p>

Company	SUMMARY	Amount
KUEHNE CHEMICAL COMPANY, INC. D/B/A CHLORAMONE CHEMICAL	Performed hydrostatic retesting with equipment not accurate to within one percent of test pressure; failed to provide recurrent general awareness and function-specific training; offered chlorine, 2.3, PIH, with properly labeling the packages. [173.34(e)(4)(iii)(A) and (B), 172.702(b), 172.704(a) and (c)(2), 172.402(a)(1), 172.406(c), 172,407(b)] Case No. 98-055-CR-EA	\$5,000
L-K FIRE EXTINGUISHER SERVICE COMPANY (Cylinder Retester)	Performed retesting using a pressure-indicating device that was not shown to be accurate within one percent, and the accuracy of the test equipment was not demonstrated to be accurate to within 500 psi of actual test pressure. [173.34(e)(4)(iii)(A), 173.34(e)(4)(iv)] Case No. 02-126-CR-CE	\$2,000
LANCASTER SYNTHESIS, INC. (Shipper)	Offered bromine in unauthorized non-UN-standard packaging; offered bromine in packages that leaked under conditions normally incident to transportation. [173.22, 173.24, 173.226(c)(2), 173.22, 173.24(b) and (c)] Case No. 01-177-SD-WE	\$15,000
LESAINTE LOGISTICS (Shipper)	Offered hydrogen peroxide, aqueous solution, in unauthorized non-UN-standard packaging. [173.202(a)] Case No. 01-454-SB-WE	\$4,100
LOMACK DRUM COMPANY, INC. (Drum Reconditioner)	Represented, marked, and certified reconditioned open-head steel drums as meeting the UN1A2 standard, when they were not capable of passing the leakproofness, hydrostatic pressure, and vibration tests; marked the drums with a symbol not registered with RSPA. [173.28(c)(3), 178.601(b), 178.604, 178.605, 178.608, 173.28(b)(2)(ii)] Case No. 98-352-DR-CE	\$6,440
LYNNHAVEN DIVE CENTER, LTD. (Cylinder Retester)	Failed to demonstrate the accuracy of the test equip to within 500 psi of all test pressures above 3,000 psi; failed to create and maintain complete records of cylinder requalification and system calibration; failed to create and maintain employee training certifications; failed to maintain a copy of a DOT exemption at its facility for exemption cylinders being retested. [173.34(e)(4)(iii)(A), 173.34(e)(8), 172.704(d)(5), 173.34(e)(2)(v)(B)] Case No. 98-332-CR-EA	\$3,000

Company	SUMMARY	Amount
M & G FIRE EQUIPMENT, INC. (Cylinder Retester)	Failed to condemn DOT exemption cylinders having permanent expansion exceeding 5% of total expansion; offered hazardous materials for transportation accompanied by a shipping paper which did not properly describe the type of hazardous materials being offered. [173.34(e)(6)(i)(F), DOT-E 10147, 172.200, 172.202] Case No. 00-203-CR-SW	\$4,400
M & M INDUSTRIES, INC./M & M CONTAINERS (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold five-gallon plastic drums as meeting the UN1H2/Y1.2/30 standard, when they were not capable of passing the leakproofness and hydrostatic pressure tests. [178.2(b), 178.601(b), 178.604, 178.605] Case No. 02-187-PDM-WE	\$12,600
MAPEI CORPORATION (Shipper)	Offered corrosive liquid, n.o.s., in an overpack that was not marked to indicate that the inside packages complied with prescribed specifications; offered the materials accompanied by a shipping paper that (1) included additional information interspersed within the basic shipping description and (2) did not contain a shipper's certification; failed to provide employee training, or create and retain records of training testing. [173.25(a)(4), 172.202(b), 172.204(a) and (d), 172.702(b), 172.704(a) and (d)] Case No. 01-127-SP-CE	\$5,165
MARYLAND GENERAL HOSPITAL, INC. (Shipper)	Offered regulated medical waste, purportedly under terms of a DOT exemption, when (1) the interior surface of the bulk outer packaging was not smooth and free of cracks, crevices and other defects, (2) the bulk outer packaging lids did not form a seal when closed and plastic film bags were not properly closed, (3) the bulk outer packaging was overfilled, cultures and stocks were shipped in unauthorized packagings, and the film bags were not marked with the name, city and state of the offeror. [173.22(a)(2), 173.197(a)] Case No. 02-082-SBG-EA	\$8,750

Company	SUMMARY	Amount
<p>MASTER PROTECTION CORPORATION D/B/A FIREMASTER (Cylinder Restester)</p>	<p>Represented, marked, and certified a DOT exemption cylinder, when it was not authorized for use after 15 years from the date of manufacture; failed to remark aluminum exemption cylinders as DOT 3AL; failed to legibly mark the restester's identification number on cylinders; failed to maintain a copy of applicable exemptions at the retest facility; offered fire extinguishers accompanied by a shipping paper that did not list a hazard class, 24-hour emergency response telephone number, or shipper's certification, and that included addition unauthorized information within the basic shipping description; failed to provide initial and recurrent employee training, or create and retain records of training testing. [173.34(e)(1), DOT-E 7235-Paragraph 7.c.(3), 173.23(c), 173.34(c), 173.34(e)(7)(i), 173.34(e)(2)(v)(B), 172.201(a)(4), 172.202(a) and (b), 172.204(a), 172.604(a), 172.702(b), 172.704(a), (c)(2), and (d)] Case No. 01-625-CR-EA</p>	<p>\$20,000</p>
<p>MAXWELL SERVICES, INC. (Shipper)</p>	<p>Offered carbon dioxide in a DOT specification cylinder that had not been retested at the required interval and that had been refilled without the owner's consent. [173.34(e)(1), 173.301(b) and (c)] Case No. 01-379-SC-EA</p>	<p>\$3,413</p>
<p>MEDICAL WASTE SOLUTIONS, INC. (Shipper)</p>	<p>Offered regulated medical waste, purportedly under the terms of an exemption, when the bulk outer packaging contained unauthorized modifications, the bulk outer packaging could not be closed or sealed as required by the exemption and when the bulk outer packaging had holes. [DOT-E 10833-Paragraph 7.b.(1)] Case No. 02-113-SIBC-CE</p>	<p>\$5,250</p>
<p>MESA INDUSTRIES, INC. (Fiber Box Manufacturer)</p>	<p>Manufactured, marked, certified, and sold combination packaging as meeting the UN4G standard without notifying the persons to whom the packaging was transferred of all assembly, closure instructions, and components needed to satisfy performance requirements. [178.2(c)(1)] Case No. 02-057-BM-EA</p>	<p>\$2,400</p>

Company	SUMMARY	Amount
METALCRAFT INCORPORATED (Cylinder Manufacturer)	Manufactured, marked, certified, and sold compressed gas cylinders as meeting the DOT 4B specification, while failing to have inspections and verifications performed by a competent inspector of the manufacturer; certified the inspector's report prior to completion of the required testing; failed to create and retain records of employee training testing. [178.35(b)(2), 178.35(c)(3), 178.50(i), 178.35(f), 178.35(g)(3), 172.704(d)] Case No. 01-019-CM-HQ	\$1,900
METRO FIRE PROTECTION, INC. (Cylinder Retester)	Failed to verify the accuracy of the test equipment to within 500 psi of the test pressure, prior to retesting; failed to provide employee training, or create and retain records of training testing; failed to maintain a current edition of the regulations at its facility. [173.34(e)(4)(iii)(A), 172.702(b), 172.704(a) and (d), 173.34(e)(2)(v)(A)] Case No. 99-125-CR-CE	\$2,600
METRO SEALANT & WATERPROOFIN G SUPPLY, INC. (Shipper)	Offered hydrofluoric acid, without preparing shipping papers; failed to mark the proper shipping name on the package; failed to affix the subsidiary hazard warning label. [172.200(a), 172.301(a), 172.400(a), 172.402(a)] Case No. 01-383-SP-EA	\$3,000
MING WIDE LIGHTER CO., LTD. (Shipper)	Offered cigarette lighters containing flammable gas that were forbidden to be transported into the United States because the lighters and their inner packaging had not been examined and approved. [173.21(i)] Case No. 01-165-FSB-WE	\$4,500
MOORE AGRICULTURAL PRODUCTS COMPANY, INC. (Shipper)	Offered sodium chlorate, aqueous solution, in an unauthorized, non-UN-standard packaging; offered it accompanied by a shipping paper that improperly described it; failed to provide function-specific employee training; failed to register with RSPA. [173.22, 173.202, 178.601(b), 172.201(a)(4), 172.702(b), 172.704(a)(2), 107.601(e), 107.608, 107.612] Case No. 98-220-SB-SW	\$7,429
MORGAN GALLAGHER D/B/A CUSTOM CHEMICAL FORMULATORS (Shipper)	Offered corrosive solid, basic, inorganic, n.o.s., (containing sodium metasilicate), and sodium hydroxide, solid, in unauthorized non-UN standard packaging. [173.22(a)(2), 173.24(c), 173.202] Case No. 02-175-SP-WE	\$5,500

Company	SUMMARY	Amount
<p>MUHLENBERG REGIONAL MEDICAL CENTER, INC. (Shipper)</p>	<p>Offered regulated medical waste, purportedly under terms of a DOT exemption, when (1) the inner plastic film bags failed to contain their contents during transportation because they were not closed properly, (2) free-flowing liquids were contained in the plastic film bags, (3) sharps were placed in the plastic film bags, (4) the plastic film bags were not durably marked with the company's name and location, (5) regulated medical waste was placed in plastic film bags that did not meet ASTM testing standards. [173.22(a)(2), 173.197(a)] Case No. 01-602-SBG-EA</p>	<p>\$4,450</p>
<p>MUTUAL STAMPING &amp; MANUFACTURING COMPANY (Steel Drum Manufacturer)</p>	<p>Manufactured, marked, certified, and sold (1) closed-head 55-gallon drums as meeting the UN1A1/Y1.4/200 standard, when the closures varied in number, location, and material from the closures that were part of the design qualification testing, (2) open-head 55-gallon drums as meeting the UN1A1/Y1.4/208 standard, when the closures were different than those that were design qualification tested, (3) closed-head 55-gallon drums as meeting the UN1A1/Y1.6/300 standard without conducting any periodic testing for the previous year, and (4) closed-head five-gallon drums as meeting the UN1A1/Y1.6/300 standard that failed the periodic testing; failed to provide closure notifications to persons to whom the drums were transferred; failed to provide employee training, or create and retain records of training testing. [178.2(b), 178.601(d), 178.601(e), 178.2(c), 172.702(b), 172.704(a) and (d)] Case No. 00-603-DM-EA</p>	<p>\$10,000</p>
<p>NATIONAL INTERCHEM, INC. (Shipper)</p>	<p>Offered disinfectant liquid, corrosive, n.o.s. in unauthorized, non-UN-standard five-gallon drums; failed to close 55-gal drums in accordance with the manufacturer's closure notification; offered corrosive solid in fiber drums that were not marked with a UN standard; offered liquid cleaning compound accompanied by a shipping paper not marked with an "X" in the proper location and with an unsigned shipper's certification; failed to provide recurrent employee training. [173.22(a)(2), 173.202, 173.22(a)(4), 178.2(a)(2), 173.22(a)(2), 173.213, 172.201(a)(1)(iii), 172.204(d), 172.702(b), 172.704(c)(2)] Case No. 01-126-SPD-CE</p>	<p>\$9,100</p>

Company	SUMMARY	Amount
NEW ENGLAND CONTAINER D/B/A RUSSELL-STANLEY SERVICES (Drum Reconditioner)	Represented, marked, certified, and sold 55-gallon steel drums as meeting the UN1A2/Y1.2/100 standard when the drums did not pass the drop, leakproofness, and hydrostatic pressure tests; represented, marked, certified, and sold 55-gallon steel drums as meeting the UN1A2 standard when design qualification testing was not conducted as prescribed; represented, marked, certified, and sold 55-gallon steel drums as meeting the UN1A2 standard when the drums were not marked as prescribed; represented, marked, certified, and sold 55-gallon steel drums as meeting the UN1A2 standard when accurate records of design qualification testing were not maintained as prescribed; failed to create and retain records of employee training testing. [178.601(b), 178.603(a), 178.604(a), 178.605(a), 178.601(d), 178.3(a)(3), 178.503(d), 178.601(l), 172.704(d)] Case No. 01-073-DR-EA	\$12,000
NEW JERSEY FIREWORKS (Shipper)	Offered fireworks, 1.4G, in non-UN-standard packaging (three counts); offered fireworks, 1.4G, in a leaking or damaged package, and therefore, forbidden to be transported; offered it accompanied by a shipping paper that did not contain an emergency response phone number providing immediate access to information about the shipment during transportation. [173.22(a)(2), 173.62(a) and (b), 173.54(c), 172.604(a)(2)] Case No. 98-065-SE-EA	\$11,000
NEW SURFACE TECHNOLOGIES (Shipper)	Offered oxidizing liquid, n.o.s., in an unauthorized non-UN-standard packaging. [173.22(a)(2), 173.24, 173.202(a)] Case No. 01-212-SP-SW	\$3,132
NEW YORK HEALTH & HOSPITALS CORP. D/B/A ELMHURST MEDICAL CENTER (Shipper)	Offered regulated medical waste, purportedly under the terms of a DOT exemption, when (1) free liquids in rigid containers had been placed in plastic film bags, (2) liquid waste was released from these rigid containers, (3) the plastic film bags had not been closed as required and failed to contain their contents (including liquid waste) during transportation, and (4) some plastic film bags were not marked as required and did not meet the ASTM tests for tear and impact resistance. [173.22(a)(2), DOT-E 10833] Case No. 01-701-SBG-EA	\$11,200

Company	SUMMARY	Amount
NEW YORK HEALTH & HOSPITALS CORP. D/B/A WOODHULL MEDICAL AND MENTAL HEALTH CENTER (Shipper)	Offered regulated medical waste, purportedly under the terms of a DOT exemption, when free liquids had been placed in plastic film bags, and the bags failed to contain their contents during transportation because they had not been closed as required. [173.22(a)(2), DOT-E 10833–Paragraph 7.a.(3)] Case No. 02-100-SBG-EA	\$11,200
NJDL SUPPLIES, INC. (Shipper)	Offered ethyl ether, 3, PG I, in a fiberboard box that was certified at the PG II level. [173.201(c), 173.24(c)] Case No. 99-338-SB-EA	\$3,800
NORTHERN FIRE EQUIPMENT CORPORATION (Cylinder Restester)	Failed to maintain records of reinspection and retest; after equipment malfunction, repeated the retest at the same pressure, rather than increasing it by 10 percent or 100 psi (whichever is lower). [173.34(e)(8)(ii)(A), 173.34(e)(4)] Case No. 02-117-CR-CE	\$3,825
O’CONNELL FIRE PROTECTION, INC. (Cylinder Retester)	Failed to condemn a cylinder with permanent expansion exceeding 10 percent of total expansion; failed to maintain accurate records of reinspection and retest; failed to demonstrate the accuracy of retest equipment to within 500 psi of actual test pressure for pressures at or above 3,000 psi. [173.34(e)(6)(D), 173.34(e)(8)(ii)(A) and (B), 173.34(e)(4)(iii)(A)] Case No. 01-388-CR-EA	\$6,825
OCI CORPORATION (Shipper)	Offered oxidizing solids, n.o.s., without describing the materials on a shipping paper and without provide the initial carrier in the United States with a certificate of compliance; failed to mark non-bulk packaging with a proper shipping name, UN identification number, and the identification number on two opposite sides of a bulk packaging; failed to affix hazard warning labels to non-bulk and bulk packaging; offered oxidizing solids, n.o.s., in unauthorized, non-UN-standard bulk and non-bulk packaging; failed to affix placards to a freight container or offer placards to a motor carrier; failed to provide employee training, or create and retain records of training testing. [171.12(a), 172.200(a), 172.204, 173.22(a)(1), 172.301(a), 172.302(a), 172.400(a), 173.22(a)(2), 173.35(a), 173.213, 173.240(d), 172.504(a), 172.506(a), 172.512(a), 172.702(b), 172.704(a) and (d)] Case No. 00-359-FSBG-EA	\$63,600



Company	SUMMARY	Amount
OIL CENTER RESEARCH, INC. (Shipper)	Offered corrosive liquid, toxic, n.o.s. (containing phosphoric and hydrofluoric acid), in non-UN-standard packaging; offered the material in UN standard drums that had not been closed in accordance with the manufacturer's closure notification; failed to create and retain records of employee training testing; offered phosphoric acid solution accompanied by a shipping paper that included additional unauthorized information prior to the basic shipping description. [173.22(a)(2), 173.24(c)(1), 173.202, 173.22(a)(4), 172.704(d), 172.201(a)(4)] Case No. 01-224-SBD-SW	\$6,375
OLIN CORPORATION (Shipper)	Offered and transported articles, explosive, in non-UN-standard packaging that was not authorized because it did not meet the terms and conditions of a DOT exemption. [172.101, 173.62, DOT-E 8451-Paragraph 7(b)] Case No. 01-032-SE-HQ	\$8,437
OSPREY BIOTECHNICS, INC. (Shipper)	Offered oxidizing solids, n.o.s., in unauthorized non-UN-standard packaging; offered it accompanied by shipping papers that included additional unauthorized information before the basic shipping description and that listed a 24-hour emergency response telephone number that was not monitored at all times during transportation; failed to mark the packaging with the technical name of the material in association with the proper shipping name; failed to provide function-specific employee training. [173.22(a)(2), 173.213, 172.201(a)(4), 172.604(a)(1), 172.301(b), 172.702(b), 172.704(a)(2)] Case No. 99-276-SB-SO	\$4,800
OZ-ARC GAS EQUIPMENT AND SUPPLY, INCORPORATED (Cylinder Retester)	Failed to verify the accuracy of the retest equipment to within one percent; after equipment malfunction, repeated the retest at the same pressure, rather than at 10% or 100 psi higher, whichever is lower, and failed to maintain accurate records of reinspection and retest; failed to mark its retester's identification number on cylinders in the required sequence; failed to provide employee training, or create and retain records of training testing. [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)(7)(i), 172.702(b), 172.704(a) and (d)] Case No. 01-118-CRS-CE	\$6,000

Company	SUMMARY	Amount
PACIFIC CYLINDERS, INC. (Cylinder Retester)	Failed to condemn cylinders with permanent expansion exceeding 10 percent of total expansion; performed hydrostatic retesting with equipment not accurate to within 1%; failed to provide employee training, or create and retain records of training testing. [173.34(e)(6)(i)(D), 173.34(e)(4)(iii)(A), 172.702(b), 172.704(a) and (d)] Case No. 98-154-CR-WE	\$5,100
PADRE JANITORIAL SUPPLIES, INC. (Shipper)	Offered hypochlorite solution (12.5%) in packaging not marked as tested and therefore unauthorized for use; offered sodium bifluoride accompanied by shipping papers not fully completed; failed to provide function-specific employee training, or create and retain records of training testing. [173.28(b)(2)(ii), 173.203(a), 172.200, 172.201(a)(4), 172.202(a)(2) and (4), 172.702(b), 172.704(a)(2) and (d)] Case No. 01-387-SDB-EA	\$2,400
PANHANDLE NUCLEAR RX, LTD. (Shipper)	Offered radioactive material, n.o.s., in packaging marked as meeting the DOT 7A Type A specification, while failing to have on file 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; offered radioactive materials in non-specification packaging for which additional tests to contain liquids and gases in a Type A packaging had not been demonstrated or performed; failed to provide employee training, or create and retain records of training testing; offered radioactive materials accompanied by shipping papers that were not accessible to the driver; and failed to list a 24-hour emergency response telephone number. [173.415(a), 173.461(a), 173.465(a), 173.466(a), 173.475, 172.702(b), 172.704(a) and (d), 177.817(e), 172.604(a) and (b)] Case No. 02-207-RMS-SW	\$5,625
PAPER CHEMICAL SUPPLY COMPANY (Fiber Box Manufacturer/Shipper)	Represented, marked, certified four different type of combination packaging as meeting the UN4GV standard, when periodic retesting had not been performed; failed to provide employee training, or create and retain records of training testing. [178.2(b), 178.601(e), 172.702(b), 172.704(a) and (d)] Case No. 02-270-BMS-SO	\$9,840

Company	SUMMARY	Amount
PARAGON SPECIALTY PRODUCTS, LLC (Shipper)	Offered acetic acid solution in an unauthorized, non-UN-standard packaging; failed to register with RSPA. [173.22(a)(2), 173.202(b), 107.601, 107.608(b)] Case No. 01-226-SB-SW	\$4,000
PENN BARREL, INC. (Drum Reconditioner)	Represented, marked, and certified plastic drums as tested in accordance with the regulations when they were not properly tested for leakproofness; represented, marked, and certified plastic drums as tested in accordance with the regulations same, when drums were not properly marked with a "L" or "R;" failed to provide closure notification to customers; failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [173.28(b)(2), 178.2(b), 178.604(b), 178.28(b)(2)(ii) and (c)(3), 178.503(c)(1), 178.2(a) and (c), 172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 02-086-DR-EA	\$3,450
PHARM-CORP OF MAINE, INC. (Shipper)	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. [173.415(a)] Case No. 01-031-RMS-HQ	\$4,000
PICO, INC. D/B/A GOODRICH EVACUATION SYSTEMS (Shipper)	Represented, marked, certified cylinders as successfully retested while failing to maintain current copies of DOT exemptions and CGA pamphlets at the retest facility; failed to provide function-specific employee training. [173.34(e)(2)(v)(B) and (C), 172.702(b), 172.704(a)(2)] Case No. 02-163-CR-WE	\$900
POLYONE CORPORATION (Shipper)	Offered environmentally hazardous substance, liquid, n.o.s. (containing butyl phthalate), in unauthorized non-UN standard packaging; offered self-reactive solid type D in a UN certified 35-gallon drum that was not closed in accordance with manufacturer's closure notification. [173.22(a)(2), 173.203(a), 173.22(a)(4), 173.24(b), 173.24(f)(2)] Case No. 02-269-SD-SO	\$5,000

Company	SUMMARY	Amount
PRESERVE, INC. D/B/A PRESERVE INTERNATIONAL (Shipper)	Offered corrosive liquid, basic, inorganic, n.o.s. (containing sodium hydroxide) in a combination packaging marked as meeting the UN4G standard, when the outer box had not been closed in accordance with the manufacturer's closure notification, thereby voiding the UN certification. [173.22(a)(4), 178.2(a)(2), 178.601(b)] Case No. 01-133-SB-CE	\$2,250
PUTNAM CORPORATION D/B/A S & N PRODUCTS (Shipper)	Offered corrosive liquids, n.o.s. (containing hydrofluoric and phosphoric acids), in an unauthorized, non-UN-standard packaging; offered this material accompanied by a shipping paper that did not identify the material as hazardous and that failed to include the required shipping description and 24-hour emergency response telephone number; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2), 173.203(c), 172.201(a)(1), 172.202(a), 172.604(a), 172.702(b), 172.704(a) and (d)] Case No. 01-253-SP-SO	\$4,900
QUALITY INDUSTRIAL PROPANE, INC. (Cylinder Retester)	Failed to conduct a visual inspection of cylinders in accordance with CGA Pamphlet C-6; failed to maintain complete records of visual inspection; offered liquefied petroleum gas accompanied by a shipping paper that listed an incorrect 24-hour emergency response telephone number; represented cylinders as condemned without properly condemning them; failed to maintain current copies of the regulations and CGA Pamphlet C-6 at its facility; failed to provide employee training, or create and retain records of training testing. [173.34(e)(3), 173.34(e)(7)(ii), 173.34(e)(13), 173.34(e)(8)(ii)(B), 173.34(e)(13), 172.604(a)(2) and (b), 173.34(e)(6), 173.34(e)(2)(v)(A) and (C), 172.702(b), 172.704(a) and (d)] Case No. 00-063-CRS-EA	\$5,900
RANDOLPH PRODUCTS COMPANY, INC. (Shipper)	Offered methyl ethyl ketone and isopropyl alcohol in unauthorized, non-UN-standard packaging. [173.22(a)(2), 173.202] Case No. 01-254-SB-SO	\$5,600

Company	SUMMARY	Amount
RAPID FIRE EQUIPMENT, INC. (Cylinder Retester)	Failed to condemn cylinders with permanent expansion exceeding 10 percent of total expansion; failed to maintain accurate records of reinspection and retest; failed to remark aluminum exemption cylinders as DOT 3AL; performed retesting with equipment not capable of being read to an accuracy within one percent of test pressure. [173.34(e)(4), 173.34(e)(5), 173.23(c), 173.34(e)(3)] Case No. 95-24-CR-SW	\$4,500
REED-JOSEPH INTERNATIONAL CO., INC. (Shipper)	Offered articles, pyrotechnic, that were not properly classed, packaged, marked, labeled, and described; offered explosive pest control devices in unauthorized packaging; offered them accompanied by a shipping paper that did not include a 24-hour emergency response telephone number; failed to provide function-specific employee training, or create and retain records of training testing. [172.200(c), 172.301(a), 172.400(a), 173.62(c), 173.62(c), 172.604(a), 172.702(b), 172.704(a)(2) and (d)] Case No. 98-007-SE-HQ	\$10,620
REXFORD RAND CORPORATION (Shipper)	Offered compounds, cleaning, liquid (containing potassium hydroxide), in packaging that had not been periodically tested as required. [178.2(b), 178.601(b)] Case No. 00-119-SB-CE	\$2,800
RHINO CONTAINER, INC. (Shipper)	Represented, certified, and sold a packaging marked as meeting the UN1A1/Y1.6/150 standard, when the closure device was changed without performing the additional qualifying tests; failed to provide written notification that a packaging did not meet all UN requirements at the time of transfer and the type of closure device needed to satisfy UN performance test requirements; failed to provide employee training, or create and retain records of training testing. [178.601(g)(5), 178.2(c)(1), 172.702(b), 172.704(a) and (d)] Case No. 00-188-SB-WE	\$4,710

Company	SUMMARY	Amount
ROCHESTER FIRE EQUIPMENT (Cylinder Retester)	Performed hydrostatic retesting with a pressure-indicating device that was not verified to be accurate within 500 psi of each test pressure, and with a calibrated cylinder which had permanent expansion; failed to have a current copy of the regulations, a DOT exemption, and a calibration certificate for its calibrated cylinder at the retest facility. [173.34(e)(4)(iii)(A), 173.34(e)(4)(iv), 173.34(e)(2)(v)(A) and (B), 173.34(e)(8)(iii)] Case No. 99-306-CR-EA	\$2,450
ROPAK ATLANTIC, INC. (Plastic Drum Manufacturer)	Manufactured, marked, certified and sold five-gallon plastic drums as meeting the UN1H2/Y1.5/50 standard, when the required periodic testing had not been conducted; marked drums with an incorrect year of manufacture; failed to provide function-specific employee training, or create and retain records of training testing; failed to maintain copies of written closure notifications to customers; manufactured, marked, certified and sold five-gallon plastic drums as meeting the UN1H2/Y1.5/50 standard, when they were not capable of passing the drop test. [178.2(b), 178.601(e), 178.601(l), 178.503(a)(6), 172.702(b), 172.704(a)(4) and (d), 178.2(b)(2) and (c)(2), 178.601(b), 178.603] Case No. 01-056-PDM-EA	\$24,395
ROPAK CENTRAL, INC. (Plastic Drum Manufacturer)	Manufactured, marked, certified and sold six-gallon plastic drums as meeting the UN1H1/Y1.8/100 standard, when they were not capable of passing the drop test; manufactured, marked, certified and sold five-gallon plastic drums as meeting the UN1H2/Y1.5/50 standard, when design qualification testing was not completed; manufactured, marked, certified and sold five-gallon plastic drums as meeting the UN1H2/Y1.5/50 standard, when the required periodic test was not conducted; manufactured, marked, certified and sold five-gallon plastic drums as meeting the UN1H2/Y1.5/50 standard, when they were not capable of passing the drop test; failed to provide employee training, or create and retain records of training testing. [178.2(b), 178.601(b), 178.603, 178.601(d), 178.601(l), 178.601(e), 178.601(l), 178.601(b), 178.603, 172.702(b), 172.704(a) and (d)] Case No. 01-054-PDM-EA	\$32,942

Company	SUMMARY	Amount
ROPAK CORPORATION (Plastic Drum Manufacturer)	<p>Manufactured, marked, certified and sold five-gallon plastic drums as meeting the UN1H2/Y1.5/50 standard and 3.5-gallon plastic drums as meeting the UN1H2/Y1.5/30 standard, when the required periodic testing had not been conducted; manufactured, marked, certified and sold these same two packagings, when the five-gallon drums were not capable of passing drop and hydrostatic pressure tests, and the 3.5-gallons drums were not capable of passing the hydrostatic pressure test; manufactured, marked, certified and sold five-gallon plastic drums as meeting the UN1H1/Y1.8/100 standard, when the design was changed and design qualification testing was not performed; marked, certified and sold five-gallon and six-gallon plastic drums as meeting the UN1H1/Y1.8/100 standard, when they were not capable of passing the drop testing; failed to provide function-specific employee training, or create and retain records of training testing. [178.2(b), 178.601(e), 178.601(l), 178.601(b), 178.603, 178.605, 178.601(d), 178.601(l), 178.601(b), 178.603, 172.702(b), 172.704(a)(2) and (d)] Case No. 01-151-PDM-WE</p>	\$37,037
ROPAK SOUTHWEST, INC. (Plastic Drum Manufacturer)	<p>Manufactured, marked, certified and sold plastic drums as meeting the UN1H1/Y1.8/100 standard, when the required periodic testing had not been conducted; manufactured, marked, certified and sold plastic drums as meeting the UN1H1/Y1.8/100 standard for same, when they had not been marked with the complete package identification code; manufactured, marked, certified and sold five-gallon plastic jerricans as meeting the UN3H1/Y1.8/100 standard, when they were not capable of passing the drop and hydrostatic pressure tests; manufactured, marked, certified and sold five-gallon plastic drums as meeting the UN1H1/Y1.8/100 standard, when they were not capable of passing the drop, leakproofness, and hydrostatic pressure tests. [178.2(b), 178.601(e), 178.601(l), 178.502(a)(3), 178.503(a)(2), 178.601(b), 178.603, 178.605, 178.601(b), 178.603, 178.604, 178.605] Case No. 01-003-PDM-HQ</p>	\$14,168

Company	SUMMARY	Amount
RUSSELL-STANLEY CORPORATION (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold plastic drums as meeting a UN standard when not all drums were capable of passing the required drop, leakproofness, and hydrostatic pressure tests. [178.2(b), 178.601(b)] Case No. 01-617-PDM-EA	\$16,800
RYKO MANUFACTURING COMPANY (Shipper)	Offered corrosive liquid, n.o.s. (containing trisodium nitrilotriacetate, sodium silicate), in unauthorized non-UN-standard, non-bulk packaging. [173.22(a)(2), 173.202(a) and (c)] Case No. 02-109-SPD-CE	\$5,250
SAFEGUARD-WILGUS FIRE PROTECTION AND WILGUS FIRE CONTROL (Cylinder Retester)	Failed to verify the accuracy of the pressure-indicating device on its retest equipment to within one percent of actual test pressure; failed to maintain accurate records of visual reinspection and hydrostatic retest. [173.34(e)(4)(ii), 173.34(e)(8)(ii)(B)] Case No. 01-189-CR-WE	\$8,200
SAINT CLARE'S HOSPITAL, INC. (Shipper)	Offered regulated medical waste in packaging authorized by a DOT exemption with inner plastic film bags (1) that were not certified by the manufacturer as capable of passing the prescribed ASTM testing and (2) for which there was no prescription for how they would be closed to prevent release of the material, thus making them unauthorized packages; offered hazardous materials accompanied by a shipping paper with the notation "DOT-E 10818" when the material was not offered under the exemption, with the letters "RQ" when the material was not a hazardous substance, and with additional unauthorized information within the basic description; failed to provide function-specific employee training, or create and retain records of training testing. [173.22(a)(2), 173.197, DOT-E 10818-Paragraphs 7.b.(2)(i), 7.d.(7), 172.200(a), 172.202(b), 172.203(a) and (c), 172.702(b), 172.704(a)(2) and (d)] Case No. 01-370-SBG-EA	\$5,000



Company	SUMMARY	Amount
SAWYER ELECTRIC, INC. (Cylinder Retester)	Performed retesting with equipment that was not accurate to within one percent; failed to test DOT exemption cylinders at five-thirds of the service pressure, and failed to mark them with low-stress steel stamps; failed to maintain complete and accurate records of cylinder requalification; failed to provide employee training; failed to perform visual inspections in accordance with the applicable CGA pamphlets; failed to maintain at its facility copies of the regulations and applicable exemptions for exemption cylinders being inspected, retested, and marked. [173.34(e)(4)(iii)(B), 173.34(e)(1)/15(iii), DOT-E 7235---Paragraph. 7.b., 173.34(e)(8)(ii)(A), 173.34(e)(8)(ii)(B), 172.702(b), 172.704(a), 173.34(e)(3), CGA Pamphlet C-6.2, 173.34(e)(2)(v)(A) and (B)] Case No. 00-057-CR-EA	\$7,400
SCHENECTADY INTERNATIONAL, INC. (Shipper)	Offered alkylphenols liquid, n.o.s., 8, in an intermediate bulk container that had not been retested at the required intervals and, therefore, was an unauthorized packaging. [173.22(a)(2), 173.35(a), 178.801(c)(6)] Case No. 02-215-SIBC-SW	\$4,000
SCHOLLE CORPORATION (Shipper/Fiber Box Manufacturer)	Represented, marked, and certified fiberboard boxes as meeting the UN4G/Y26/S standard, after they had failed the required periodic testing; offered and transported battery fluid, acid, in unauthorized non-UN-standard packaging that was known to have failed period testing. [178.601(e), 178.2(a)(2), 178.2(b), 173.22(a)(2), 173.202(b)] Case No. 02-104-BMS-CE	\$7,575
SCHOLLE CORPORATION (Shipper/Fiber Box Manufacturer)	Represented, marked, and certified fiberboard boxes as meeting the UN4G/Y26/S standard, after they had failed the required periodic testing; offered and transported battery fluid, acid, in unauthorized non-UN-standard packaging that was known to have failed period testing. [178.601(e), 178.2(a)(2), 178.2(b), 173.22(a)(2), 173.202(b)] Case No. 02-251-BMS-SO	\$7,575

Company	SUMMARY	Amount
SCHOLLE CORPORATION (Shipper)	Failed to provide employee training, or create and retain records of training testing; offered sulfuric acid accompanied by a shipping paper that listed the designation "RQ," when the material did not meet the definition of a hazardous substance. [172.702(b), 172.704(a) and (d), 172.203(c)] Case No. 02-205-SBD-SW	\$2,350
SCHUTZ CONTAINER SYSTEMS, INC. (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold plastic drums as meeting the UN1H1 standard, accompanied by a closure notification that specified the drums to be closed to a torque of 30 foot-pounds, when the drums had not been closed to that torque. [178.601(e), 178.2(b) and (c), 178.601(d)] Case No. 01-351-PDM-EA	\$4,725
SCHUTZ CONTAINER SYSTEMS, INC. (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold plastic drums as meeting the UN1H1 standard, when not all drums were capable of passing the drop testing requirements. [178.2(b) and (c), 178.601(b)] Case No. 01-391-PDM-EA	\$4,725
SCRIPTO-TOKAI CORPORATION (Shipper)	Represented, marked, and certified combination packaging as meeting the UN4G standard, when it had not been conditioned prior to design qualification testing, and offered lighters containing flammable gas in this packaging; failed to mark packaging regarding the location of manufacture and the person certifying compliance; failed to keep and maintain complete records of design qualification and periodic testing; offered hazardous materials accompanied by a shipping paper that failed to contain any emergency response information; failed to provide package closure notification to persons to whom the packaging was transferred. [178.602(d), 178.3(b)(3), 178.503(a)(7) and (8), 178.601(l), 172.600(c), 178.2(c)(1)] Case No. 01-091-SB-EA	\$8,300
SENTRY FIRE & WELDING SUPPLY, INC. (Cylinder Retester)	Failed to condemn cylinder with permanent expansion exceeding 10 percent of total expansion; failed to verify the accuracy of its retesting equipment; failed to provide employee training, or create and retain records of training testing. [173.34(e)(6)(i)(D), 173.34(e)(4)(iii), 172.702(b), 172.704(a) and (d)] Case No. 97-178-CR-WE	\$6,750

Company	SUMMARY	Amount
SIMPLEX GRINNELL, LP (Cylinder Retester)	Failed to demonstrate the accuracy of the test equipment to within one percent of the calibrated cylinder's pressure and corresponding expansion values, and tested cylinders with equipment not calibrated to within 500 psi of actual test pressure; failed to maintain complete and accurate records of daily calibration and cylinder requalification. [173.34(e)(4)(iii)(A), 173.34(e)(4)(iv), 173.34(e)(8)(ii)(A) and (B)] Case No. 01-250-CR-SW	\$2,480
SMURFIT STONE CONTAINER CORPORATION (Fiber Box Manufacturer)	Manufactured, marked, certified, and sold fiberboard boxes as meeting a UN standard when design qualification tests had not been conducted for the boxes that were actually manufactured. [178.2(b)(2), 178.601(d) and (l), 178.603, 178.606] Case No. 01-267-BM-SO	\$5,500
SOLIDPHASE, INC. (Shipper)	Offered iodine 125 in quantities requiring Type A packaging in packaging other than Type A packaging; failed to provide general awareness and function-specific employee training. [173.415, 172.702(b), 172.704(a)(1) and (2)] Case No. 01-029-RMS-HQ	\$4,500
SOLVENTS AND CHEMICALS, INC. (Shipper)	Offered ethanol solution, 3, in an intermediate bulk container that had not been retested; failed to provide function-specific employee training. [178.801(c)(6), 180.352(a), 172.702(b), 172.704(a)(2)] Case No. 01-231-SIBC-SW	\$2,100
SONOCO PRODUCTS COMPANY, INC. (Fiber Drum Manufacturer)	Manufactured, marked, certified, and sold fiber drums as meeting the UN1G standard, when the initial design qualification tests and periodic retests were not performed and test records were not maintained; failed to maintain complete records of the periodic retests. [178.601(d), 178.601(l), 178.601(l)(1), (4), (5), (6), (8), and (10)] Case No. 99-053-FDM-EA	\$19,800

Company	SUMMARY	Amount
SOUTHEND JANITORIAL SUPPLY CO. (Shipper)	Offered compound, cleaning, liquid, n.o.s., in non-UN-standard packaging; failed to mark packages with the proper shipping name and UN identification number; failed to properly label a package with the appropriate hazard warning label; offered this material accompanied by a shipping paper that did not include a proper shipping description and 24-hour emergency response telephone number; failed to provide employee training, or create and retain records of training testing. [173.202, 172.301(a), 172.402(a)(1), 172.202(a)(1), 172.604(a)(3), 172.702(b) 172.704(a) and (d)] Case No. 00-160-SBP-WE	\$5,000
SOUTHWEST ATUO-CHLOR SYSTEM, INC. (Shipper)	Offered compounds, cleaning, liquid (containing potassium hydroxide), in non-UN-standard packaging. [173.22(a)(2), 172.24(c)(1), 173.202] Case No. 01-233-SB-SW	\$2,700
SPECIALITY CHEMICAL COMPANY, INC. (Shipper)	Offered flammable liquid, n.o.s. (containing toluene), in unauthorized non-UN-standard packaging. [173.22(a)(2), 173.202] Case No. 01-273-SB-SO	\$2,900
STERICYCLE, INC. (Shipper)	Represented, marked, and certified packaging as meeting the UN4H2/Y35.6/S standard, when it had never been subjected to design qualification testing; transported regulated medical waste in packaging marked as meeting a DOT exemption when it did not comply with the requirements of the exemption. [178.2(b), 178.601(d), 173.197, 177.801, DOT-E 10826] Case No. 01-366-EX-EA	\$6,780

Company	SUMMARY	Amount
<p>STONCOR, INC. (Fiber Box Manufacturer/Shipper)</p>	<p>Represented, marked, certified, and offered hazardous materials in fiberboard boxes as meeting the UN4G standard when design qualification was not properly conducted and each new or different design was not tested; offered hazardous materials without preparing shipping papers, including 24-hour emergency response telephone number; failed to perform functions necessary to bring a UN standard packaging into compliance; failed to properly label packages of corrosive liquid, basic, organic, n.o.s.; failed to properly mark packages of paint with orientation arrows on two opposite sides; failed to provide function-specific employee training. [178.2(b)(1) and (2), 178.3(b), 178.601(d), 178.602, 178.603, 178.606, 172.200(a), 172.604, 173.22(a)(1), 173.22(a)(2) and (4), 178.2(a)(2), 171.11(a), 172.406(a)(ii), 172.312(a)(2), 172.702(b), 172.704(a)(2)] Case No. 01-393-BMS-EA</p>	<p>\$15,000</p>
<p>STORK SOUTHWESTERN LABORATORIES, INC. (Shipper)</p>	<p>Offered radioactive materials, special form, n.o.s., accompanied by a shipping paper that, in one instance, omitted the hazard class and used customary units instead of SI units for the activity level, and, in another instance, identified a second radionuclide besides the one being transported and identified a package by reference to an expired U.S. Nuclear Regulatory Commission certificate of compliance; offered radioactive materials in a Type B packaging without registering as a party to the packaging approval; failed to provide employee training, or create and retain records of training testing. [172.202(a)(2), 172.203(d), 173.471(a), 172.702(b), 172.704(a) and (d)] Case No. 01-009-RMS-HQ</p>	<p>\$4,000</p>
<p>TEAM LABORATORY CHEMICAL CORPORATION (Shipper)</p>	<p>Offered compound, cleaning, liquid, 3, and environmentally hazardous substance, liquid, n.o.s., 9, in unauthorized non-UN-standard five-gallon drums; offered caustic alkali liquids, n.o.s., accompanied by a shipping paper that did not include the proper shipping name of the material; failed to create and retain records of employee training testing. [173.22(a)(2), 173.24(c), 173.203(c), 172.202(a)(1), 172.704(d)] Case No. 01-141-SP-CE</p>	<p>\$4,700</p>

Company	SUMMARY	Amount
TECH INTERNATIONAL (Fiber Box Manufacturer)	Manufactured, marked, certified, and sold packaging as having been tested in accordance with the regulations, when the packaging had never been subjected to design qualification testing or when proper design qualification testing was never completed. [178.2(b), 178.601(d)] Case No. 01-275-BM-SO	\$6,300
TECH SUPPORT ASSOCIATES, INC. (Shipper)	Offered flammable liquid in an unauthorized, non-UN-standard fiberboard box; offered it accompanied by a shipping paper that did not include a proper shipping name, hazard class, UN identification number, packing group, 24-hour emergency response telephone number, or shipper's certification. [173.22(a), 173.202(b), 172.201(a)(1), 172.202(a), 172.204(a), 172.604(a)] Case No. 00-259-SB-SO	\$4,500
THORNTON TECHNOLOGIES CORPORATION (Cylinder Retester)	Failed to check the pressure of a cylinder representative of that day's compression; failed to maintain current copy of applicable CGA pamphlets at the retest facility. [173.302(e), 173.34(e)(2)(v)(C), 173.302(a)(2)] Case No. 02-172-CR-WE	\$2,875
TPI EQUIPMENT MANAGEMENT, LLC	Represented, marked, certified, and offered intermodal portable tanks as meeting regulatory requirements when the tanks were modified by reducing the working pressure and changing specifications without providing the approval agency with the required calculations; the tanks were equipped with relief valves that did not have the required flow rate and pressure relief valves that were not sealed so that they maintained their required setting; failed to obtain a new intermodal tank approval certificate. [173.32a(g), 178.270-11, 178.270-11(e), 173.32a(g)(3)(iv)] Case No. 02-001-SIT-HQ	\$4,100
VINCENTE TRAPANI, S.A.	Offered terpene hydrocarbons in unauthorized, non-UN-standard steel drums. [173.22(a)(2), 173.203(a) and (c)] Case No. 99-359-FSD-EA	\$4,000

Company	SUMMARY	Amount
TURLOCK DAIRY SUPPLY, INC. (Drum Reconditioner/Ship per)	Offered compounds, cleaning, liquid, n.o.s. (containing sodium hydroxide), and corrosive liquids, n.o.s. (containing sulfuric acid and phosphoric acid), unauthorized used packaging; offered these materials accompanied by a shipping paper that contained unauthorized additional information; failed to provide employee training, or create and retain records of training testing. [173.28(b)(2), 173.202, 172.202(b), 172.702(b), 172.704(a) and (d)] Case No. 00-163-SDR-WE	\$7,050
TWA AIRLINES, INC. (Cylinder Retester)	Failed to verify the accuracy of the pressure-indicating device of its test equipment to a pressure within 500 psi; failed to maintain complete and accurate records of reinspection and retest. [173.34(e)(4)(iii)(A), 173.34(e)(8)(ii)] Case No. 01-123-CR-CE	\$6,350
UNITOR SHIPS SERVICE, INC. (Shipper)	Offered radioactive material, n.o.s., in unauthorized packaging because it no longer met the conditions and requirements of the DOT 7A Type A test documentation; offered hazardous materials accompanied by a shipping paper with an incorrect shipping name and UN identification number, and marked these incorrect items on the package; offered hazardous materials accompanied by a shipping paper that listed the "RQ" designation when a reportable quantity of the materials was not present in the package. [173.415(a), 173.475, 172.202(a), 172.301(a), 172.203(c)(2)] Case No. 02-214-RMS-SW	\$12,360
UNIVERSAL CYLINDER SERVICE, INC. (Cylinder Retester)	Failed to retest cylinders at the required test pressure; after equipment failure, repeated the retest at the same pressure, rather than at 10 percent or 100 psi higher (whichever is lower). [173.34(e)(1), DOT-E 8059 and CGA Pamphlet C-6.2, 173.34(e)(4)(v)] Case No. 01-198-CR-WE	\$3,000
UNIVERSITY OF PENNSYLVANIA HEALTH SYSTEM, INC. (Shipper)	Offered regulated medical waste, purportedly under the terms of a DOT exemption, when the plastic film bags failed to contain their contents during transportation because they were not closed properly; free-flowing liquids were placed in plastic film bags; sharps were placed in plastic film bags and regulated medical waste was loose throughout the bulk outer packaging. [173.22(a)(2), 173.197(a)] Case No. 01-605-SBG-EA	\$7,000

Company	SUMMARY	Amount
UNIVERSITY OF SOUTH ALABAMA D/B/A KNOLLWOOD PARK HOSPITAL (Shipper)	Failed to provide employee training, or create and retain records of training testing. [172.702(b), 172.704(a) and (d)] Case No. 00-278-SB-SO	\$1,000
VALLEY WELDERS & INDUSTRIAL SUPPLY, INC. (Cylinder Retester)	Failed to demonstrate the accuracy of the test equipment to within one percent for cylinders tested that day; failed to check the pressure of a cylinder representative of that day's compression and failed to record this information. [173.34(e)(4)(iv), 173.302(e)] Case No. 01-453-CR-WE	\$3,600
VALSPAR REFINISH CORPORATION (Shipper)	Offered paint by air in combination packaging not authorized for the material because the inner one-gallon jerricans were not designed and constructed to prevent leakage caused by changes in altitude and pressure; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2), 173.27(c), 173.173(b), 172.702(b), 172.704(a) and (d)] Case No. 01-452-SB-WE	\$6,400
VANGUARD CONTAINER CORP. (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold 55-gallon open-head plastic drums as meeting a UN standard, when the drums were not capable of passing the drop test. [178.2(b)(1), 178.601(b), 178.603(f)] Case No. 01-390-PDM-EA	\$9,450
WAHL EQUIPMENT SALE CO. (Shipper)	Offered bromotrifluoromethane in ton tanks that had not been periodically retested and were thus unauthorized; failed to register with RSPA; failed to provide function-specific and safety training, or create and retain records of training testing. [173.24(c)(1), 173.31, 173.314(c), 107.601(a)(6), 107.608, 172.702(b), 172.704(a)(2) and (3), 172.704(d)] Case No. 01-619-STT-EA	\$5,595



Company	SUMMARY	Amount
WAMPUM HARDWARE COMPANY (Shipper)	Offered explosives in packaging for which no records of design qualification and periodic testing had been maintained; represented, marked, certified, and offered packaging that was marked with an incorrect weight and year of manufacture; offered ammonium nitrate-fuel oil mixture (containing prilled ammonium nitrate and fuel oil) in bags marked as meeting the UN5M2 standard that were not waterproof or siftproof; offered explosives, blasting, type E, 1.5D, accompanied by a shipping paper that did not list an applicable exemption number; failed to provide employee training, or create and retain records of training testing; offered ammonium nitrate-fuel oil in non-bulk packaging without marking a DOT exemption number on the packaging and the transport vehicle, and without listing it on the shipping paper. [178.2(a)(2) and (b), 178.601(l), 178.503(a)(4)(ii), 178.503(a)(6), 173.62(c), 178.521(a)(2), 172.203(a), 172.702(b), 172.704(a) and (d), 172.301(c)] Case No. 02-010-SE-HQ	\$5,200
WARDS COVER PACKING COMPANY, INC. (Shipper)	Offered liquefied petroleum gas in an unauthorized non-specification portable tank; failed to register with RSPA. [173.315(a), 107.608, 107.612] Case No. 01-002-SPT-HQ	\$7,250
WEBER DISTRIBUTION WAREHOUSE, INC. (Shipper)	Offered chromium trioxide, anhydrous, 5.1, in non-UN-standard packaging; offered sodium fluorosilicate, 6.1, accompanied by a shipping paper that did not list a proper shipping name or packing group, and included additional information prior to the basic description. [173.212, 172.201(a)(4), 172.202(a) and (b)] Case No. 02-231-SP-SW	\$4,400
WEBER FIRE AND SAFETY (Cylinder Retester)	Failed to demonstrate the accuracy of the test equipment to within one percent of the test pressure and corresponding values of the calibrated cylinder. [173.34(e)(4)(iv)] Case No. 02-114-CR-CE	\$2,750
WELDERS SUPPLY, INC. (Cylinder Retester)	Failed to verify the accuracy of the retest equipment to within one percent of the calibrated cylinder's pressure and corresponding expansion values. [173.34(e)(4)(iv)] Case No. 02-121-CR-CE	\$2,740

Company	SUMMARY	Amount
WELKER ENGINEERING COMPANY, INC. (Cylinder Manufacturer)	Failed to perform required physical tests on cylinders being manufactured as meeting a DOT exemption; failed to perform flattening tests as prescribed; failed to maintain complete inspector's reports; failed to perform a chemical analysis of material manufactured outside the United States. [DOT-E 11054–Paragraph 7.a., 178.36(k), 178.36(j), 178.35(g), 178.35(b)] Case No. 01-001-CM-HQ	\$9,500
WESTCHESTER COUNTY HEALTH CARE CORP. (Shipper)	Offered regulated medical waste in packaging that did not conform to the requirements of DOT-E because the packaging was improperly closed and free flowing liquids were present in and on the packaging. [173.22(a)(2), 173.24(b), 173.24(f), 173.197] Case No. 02-064-SBG-EA	\$11,900
R. O. WETZ TRANSPORTATION CO. (Shipper)	Offered magnesium, 4.1, in flexible intermediate bulk containers that were not certified to a UN standard and, therefore, was unauthorized packaging; failed to mark packages with the correct UN identification number; offered the material accompanied by a shipping paper with a basic description that did not include a proper shipping name. [173.22(a)(2), 173.240(d), 172.302(a), 172.331, 172.332, 172.202(a)(1)] Case No. 02-088-SIBC-EA	\$4,760
WORTHINGTON CYLINDERS CORPORATION (Cylinder Manufacturer)	Performed hydrostatic testing with equipment having a pressure gauge that could not be read to an accuracy of one percent of actual test pressure. [178.60(j)(1) and (4)] Case No. 01-008-CM-HQ	\$1,550
WYNCO, LLC (Shipper)	Offered acetic acid , 8, and formaldehyde solution, 3, in unauthorized non-UN-standard packaging; failed to mark packaging containing formaldehyde solution with the proper shipping name and UN identification number. [173.22(a)(2), 173.202(a), 173.203(a), 172.301(a)] Case No. 01-228-SB-SW	\$4,675

Company	SUMMARY	Amount
<p>YOWELL INTERNATIONAL AIRLINES, INC. D/B/A YOWELL INTERNATIONAL (Third-Party Package Certifier)</p>	<p>Represented and certified fiberboard boxes as meeting the UN4GV standard when complete and proper design qualification tests had not been conducted; represented and certified fiberboard boxes as meeting the UN4GV standard when the boxes did not successfully pass the design qualification drop test; represented and certified fiberboard boxes as meeting the UN4GV standard when the boxes were not drop-tested the required number of times; represented and certified fiberboard boxes as meeting the UN4GV standard when the design qualification test reports did not contain all required information; failed to provide employee training, or create and retain records of training testing. [178.601(d), 178.601(g)(2)(i) and (ii), 178.601(g)(2)(iv) and (vii), 178.601(d), 178.603(f)(4), 1778.601(d), 178.603(a), 178.601(l), 172.702(b), 172.704(a) and (d)] Case No. 98-289-PC-SO</p>	<p>\$22,000</p>
<p>ZREATIVE PRODUCTS, INC. (Shipper)</p>	<p>Offered cigarette lighters containing flammable gas that were forbidden to be transported because they and their inner packages had not been examined and approved; failed to mark the proper shipping name and UN identification number on the packaging, and affixed an incorrect hazard warning label to the packaging; offered them accompanied by a shipping paper that listed an unauthorized 24-hour emergency response telephone number; failed to provide employee training, or create and retain records of training testing; failed to register with RSPA. [173.21(i), 172.301(a), 172.400(a) and (b), 172.417, 172.604(a), 172.702(b), 172.704(a) and (d), 107.608, 107.612(a)] Case No. 00-186-SB-WE</p>	<p>\$9,600</p>

10/01/01 - 09/30/02 - 229 cases

Total Penalties -

\$1,601,873