

Hazardous Materials Transportation

FY04

Penalty Actions Report

TABLE OF CONTENTS

Summary of FY04 Penalty Actions	i
Federal Aviation Administration	1
Federal Motor Carrier Safety Administration	39
Federal Railroad Administration	58
Pipeline and Hazardous Materials Safety Administration	
Civil Penalty Cases	96
Tickets	134
United States Coast Guard	183

SUMMARY

This publication summarizes penalty actions cited by the US Department of Transportation for violations of the Hazardous Materials Transportation Regulations. The penalties are grouped by the administration conducting the enforcement action. Each case contains the name of the shipper, carrier, or person(s) involved, a description of the violation, reference to the regulation violated, and the penalty amount of the final order.

The penalties cited do not explain the mitigating or aggravating factors that, in accordance with the statutory assessment criteria, were considered in arriving at the final penalty. This accounts for the penalty variations in cases that are somewhat factually similar.

TOTAL CIVIL PENALTIES COLLECTED BY ADMINISTRATION

MODE	FY 04
FAA	\$3,744,755
FMCSA	\$1,848,234
FRA	\$2,651,895
RSPA/PHMSA	\$2,524,863
USCG	\$21,350
TOTAL	\$10,791,097

The regulations referenced in each case summary are codified in the appropriate regulations identified below:

- CFR Title 33, Navigation and Navigable Waters, Parts 1–109;
- CFR Title 46, Shipping, Parts 1–195;
- CFR Title 49, Transportation, Parts 100–199 and 300–399; and
- International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transportation of Dangerous Goods by Air.

For questions concerning these actions, contact the following persons in the appropriate agency:

FAA: Allen Horowitz (202) 267-3137

FMCSA: Edward Dunne (202) 366-5850

FRA: Lucinda Henriksen (202) 493-1345 or
Roberta J. Stewart (202) 493-6027

USCG: Gary Chappell (202) 267-1061 or
Harold Krevait (202) 267-6833

PHMSA: Doug Smith (202) 366-4700

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
A BRITE COMPANY, INC. (Shipper)	Offered hazardous materials improperly classified, described, packaged, marked, labeled, and in unsuitable condition for transport; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a)(2), 172.400(a), 172.6, 172.602(b)(3), 172.604(a)(3), 173.202] Case No. 2000SO730083	\$28,000
ACOSTA, MARITZA (Shipper)	Offered hazardous materials improperly classified, described, packaged, marked, labeled, and in unsuitable condition for transport; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a)(2), 172.400(a), 172.600(c), 173.202, 173.203, 173.24(b)(1)] Case No. 1998SO740467	\$5,500
ADAMS, WILLAM B. (Shipper)	Offered hazmat improperly classified, described, packaged, marked, labeled, and in unsuitable condition for transport; offered/transported FORBIDDEN material aboard an aircraft. [171.2(a), 172.200(a), 172.202, 172.204, 172.3, 172.301(a), 172.304(a)(1), 172.400(a), 172.600(c), 173.1(b), 173.22(a), 173.27(b)(2)] Case No. 2003NM700020	\$1,000
ADVANCED AEROMEDICAL (Shipper)	Offered hazmat; failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [171.2(a), 172.702(a), 172.702(b), 172.702(d), 172.704(a)(2)(i), 172.704(c)(2), 172.704(d)] Case No. 2003EA700156	\$2,500
ADVERTISING IDEAS (Shipper)	Offered hazardous materials improperly classified, described, packaged, marked, labeled, and in unsuitable condition for transport; offered hazardous materials without emergency response information; failed to train hazmat employees. [171.2(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.204(a), 172.204(c)(1), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a)(1), 172.400(a), 172.600(c), 172.602(a), 172.604(a), 172.702(a), 173.203, 173.24(a)(3), 173.24(b)(1)] Case No. 2003SW700089	\$500
AIMCO PESTICIDES LIMITED (Shipper)	Offered hazardous materials improperly classified, described, packaged, marked, labeled, and in unsuitable condition for transport; offered hazardous materials without emergency response information; failed to train hazmat employees; failed to properly mark over-pack of hazmat with the required shipping name and identification number. [171.2(a), 172.101, 172.2009a), 172.202(a)(1), 172.2029(a)(3), 172.202(a)(4), 172.2029(a)(5), 172.203(k), 172.204(a), 172.204(c)(1), 172.204(c)(2), 172.204(c)(3), 172.301(a), 172.301(b), 172.4, 172.400(a), 172.402(a)(1), 172.6, 172.600(c), 172.602(b)(1), 172.602(b)(3), 172.604(a)(1), 172.604(a)(2), 172.604(a)(3), 172.604(b), 172.702(a), 172.702(d), 172.704, 172.704(a)(1), 172.704(a)(2), 172.704(a)(3), 172.704(d), 173.19b), 173.24(f)(2), 173.25(a)(2), 173.259(a)(4)] Case No. 2000SO740260	\$37,500
AIR CHINA INTERNATIONAL CORP. (Shipper)	Failed to provide the pilot-in-command with written information of the hazardous materials on aircraft. [171.2(a), 175.3, 175.30(a)(2), 175.33(a)(1), 175.33(a)(3), 175.33(a)(7)] Case No. 2003EA700074	\$19,000

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
AIR TECHNOLOGY ENGINES, INC. (Shipper)	Failed to follow special provisions applicable to bulk packagings; offered hazardous materials improperly classified, described, packaged, marked, labeled, and in unsuitable condition for transport; offered hazardous materials without emergency response information; used package/container not meeting DOT specifications. [171.29(a), 172.102(a)(1), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a)(2), 172.400(a), 172.402(a)(1), 172.600(c), 172.602(b)(1), 172.602(b)(2), 172.602(b)(3), 172.604(a)(1), 172.604(a)(2), 172.604(a)(3), 172.604(b), 172.604(c), 173.22, 173.24(a)(1), 173.24(b)(1), 173.24(b)(2), 173.249f)(2)] Case No. 2000SO720151	\$18,000
AIRBORNE EXPRESS (Shipper)	Used improper package/container that allows release of hazardous materials into the environment; offered a shipment of hazardous materials forbidden on passenger transport or limited for cargo aircraft transport only. [171.29(a), 173.24(b)(1), 175.30(c)] Case No. 2002NE710009	\$14,000
AIRBORNE FREIGHT CORPORATION (Shipper)	Offered hazardous materials improperly classified, described, packaged, marked, labeled, and in unsuitable condition for transport. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.6, 172.602(b)(3), 172.604(a)(3), 173.173(b)(1), 173.27(c), 173.27(d)] Case No. 2000SO730458	\$22,500
AIRPAC ENTERPRISES (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; used improper package/container that allows release of hazardous materials to the environment. [171.2(a), 172.200(a), 172.202, 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.204(a), 172.3, 172.301(a), 172.400(a), 172.6, 172.602(a), 172.604(a)(1), 172.604(a)(2), 172.604(a)(3), 172.702(a), 173.1(b), 173.24(b)(1)] Case No. 2002WP730048	\$30,000
ALFRED KARCHER, INC. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; offered/transported hazmat not authorized for the Packing Group I or II performance level. [171.2(a), 172.200(a), 172.300(a), 172.400(a), 172.600(c), 172.702(a), 173.202(a)] Case No. 2001WP710386	\$18,000
ALLEN, WAYNE (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.202(a), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.316(a)(1), 172.400(a), 172.600(c)] Case No. 2001SO720016	\$6,000

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
ALTRON AUTOMATION, INC. (Shipper)	Offered hazardous materials improperly labled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; used package/container not meeting DOT specifications. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.203(f), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a), 172.312(a)(2), 172.4, 172.402(a)(1), 172.402(c), 172.600(c), 172.602(b)(3), 172.604(a)(1), 173.173(b)(1), 173.1(b), 173.202, 173.24(b)(1), 173.24(f)(1)] Case No. 2000SO740309	\$28,000
AMERICAN AIRLINES, INC. (Shipper)	Failed to properly follow ICAO technical instructions. [171.11, ICA.1,1.2, ICA.5,1.1.2,] Case No. 2000EU740054	\$15,000
AMERICAN BIOANALYTICAL, INC. (Shipper)	Failed to conduct required initial and/or recurrent training. [172.704(c)(2)] Case No. 2003NE700001	\$3,500
AMERICAN EAGLE AIRLINES, INC. (Shipper)	Offered hazardous materials improperly labled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to conduct required initial and/or recurrent training; failed to provide the pilot-in-command with written information of the hazardous materials on aircraft. [171.2(a), 172.102(c)(1), 172.2, 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.203(f), 172.204(a), 172.204(c)(3), 172.3, 172.301(a), 172.400(a), 172.402(c), 172.6, 172.602(a), 172.602(b)(1), 172.602(b)(2), 172.602(b)(3)(i), 172.602(b)(3)(ii), 172.604(a)(1), 172.604(a)(2), 172.604(a)(3), 172.702(b), 172.702(d), 172.704(a)(2), 173.1(b), 173.212, 173.21(k), 173.22(a)(2), 175.3, 175.30(a)(1), 175.30(a)(2), 175.30(a)(3), 175.31(a), 175.33(a), 175.35(a), 175.75] Case No. 2000SW710593	\$600,000
AMSPEC SERVICES, LLC. (Shipper)	Offered hazardous materials; failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [171.2(a), 172.702(a), 172.702(b), 172.702(d), 172.704(a)(1), 172.704(a)(2)(i), 172.704(c)(1), 172.704(c)(2), 172.704(d)] Case No. 2003EA700251	\$2,500
ANTIMONY PRODUCTS OF AMERICA (Shipper)	Failed to conduct required initial and/or recurrent training. [172.702(a), 172.702(b), 172.702(d), 172.704(a)(1)] Case No. 2004EA700016	\$5,000
APPLIED MATERIALS (Shipper)	Offered hazardous materials; failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [171.2(a), 172.702(a), 172.702(b), 172.702(d), 172.704(a)(1), 172.704(c)(2), 172.704(d)] Case No. 2003EA700125	\$4,000
ARTAOUI, OMAR (Shipper)	Offered hazardous materials improperly classified, described, packaged, marked, labeled, and in unsuitable condition for transport; offered hazardous materials without emergency response information; failure to comply with requirements for shipper's responsibility. [171.2(a), 172.200(a), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.304(a)(1), 172.400(a), 172.600(c), 173.1(b), 173.22(a)(1), 173.22(a)(2)] Case No. 2003EA700103	\$5,000

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
ATLANTIC SOUTHEAST AIRLINES, INC. (Shipper)	Offered hazardous materials improperly labled and with improper shipping papers; failed to perform required hazmat transport packaging, labeling, and/or marking functions. [171.2(a), 172.200(a), 172.3, 172.400(a), 172.6, 173.24(b)(1)] Case No. 2001SO760075	\$25,000
ATY BUILDING SYSTEMS, INC. (Shipper)	Offered hazardous materials improperly classified, described, packaged, marked, labeled, and in unsuitable condition for transport; offered hazardous materials without emergency response information; failed to train hazmat employees; failed to conduct required initial and/or recurrent training; failed to comply with closures requirements on packaging. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a)(2), 172.400(a), 172.6, 172.602(b)(3), 172.604(a)(3), 172.702(a), 172.704(a)(1), 172.704(a)(2), 172.704(a)(3), 173.24(f)(1)] Case No. 1999SO730398	\$21,875
AUTOZONE INCORPORATED (Shipper)	Offered hazardous materials improperly classified, described, packaged, marked, labeled, and in unsuitable condition for transport; offered hazardous materials without emergency response information; used improper package/container that allowed release of hazardous materials to the environment. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(3), 172.3, 172.301(a), 172.4, 172.404(a), 172.600(c), 172.604(a)(3), 173.24(b)(1)] Case No. 2003GL700030	\$25,000
AVON PRODUCTS, INC. (Shipper)	Failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [172.702(a), 172.702(b), 172.702(d), 172.704(a)(1), 172.704(c)(2), 172.704(d), 173.1(b)] Case No. 2003EA700081	\$15,000
BAE SYSTEMS (Shipper)	Failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [171.2(a), 172.702(a), 172.702(b), 172.702(d), 172.704(a)(1), 172.704(a)(2), 172.704(c), 172.704(d)] Case No. 2004EA700105	\$2,500
BALTRANS LOGISTICS INCORPORATE (Shipper)	Offered hazardous materials improperly labeled. [171.2(f)(2), 172.401(a)] Case No. 2003EA700139	\$700
BASF CORPORATION (Shipper)	Failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [172.702(a), 172.702(b), 172.702(d), 172.704(a)(1), 172.704(a)(2)(i), 172.704(c)(1), 172.704(c)(2), 172.704(d)] Case No. 2003EA700241	\$2,000
BEACH AUTO AND MARINE SUPPLY (Shipper)	Offered hazardous materials improperly labled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a), 171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a)(2), 172.400(a), 172.604(a)(3), 172.604(b), 172.702(a), 172.704(a)(1), 173.173(b)(1), 173.1(b), 173.203, 173.24(b)(1), 173.24(f)(2)] Case No. 2000SO730297	\$4,000

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
BEFCO, INC. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; failed to perform required hazmat transport packaging, labeling, and/or marking functions; offered hazardous materials without emergency response information; failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training; used improper package/container that allows release of hazardous materials into the environment; offered/transported FORBIDDEN material aboard an aircraft. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.203(f), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.301(a), 172.400(a), 172.402(a)(1), 172.402(c), 172.600(c), 172.602(b)(1), 172.602(b)(2), 172.602(b)(3), 172.604(a)(1), 172.604(a)(2), 172.604(a)(3), 172.604(b), 172.702(a), 172.702(d), 172.704(a)(1), 172.704(a)(2), 172.704(a)(3), 172.704(c)(2), 172.704(d), 173.173(b)(1), 173.173(b)(2), 173.1(b), 173.202, 173.22, 173.24a(a)(3), 173.24a(c)(1)(i), 173.24a(c)(1)(iv), 173.24(b)(1), 173.24(b)(2), 173.24(f)(1), 173.24(f)(2), 173.27(b)(3), 173.27(c), 173.27(d), 173.27(e)] Case No. 2000SO710188	\$59,500
BELL GEOSPACE, INC. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to perform required hazmat transport packaging, labeling, and/or marking functions. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204, 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a)(1), 172.400(a), 172.600(a), 172.602(a), 172.604(a), 173.159(a), 173.159(d)(1), 173.1(b)] Case No. 2003SW700006	\$5,000
BENDER, TODD (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; failed to perform required hazmat transport packaging, labeling, and/or marking functions; offered hazardous materials without emergency response information. [171.2(a), 172.101(d)(1), 172.200(a), 172.201(d), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(1), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.400(a), 172.600(c), 173.21(b)] Case No. 2003AL700035	\$500
BESSER-SAN ANTONIO APPCO (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; failed to perform required hazmat transport packaging, labeling, and/or marking functions; offered hazardous materials without emergency response information; offered/transported FORBIDDEN material aboard an aircraft. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.203(f), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a)(2), 172.400(a), 172.402(a)(1), 172.402(c), 172.600(c), 172.602(b)(1), 172.602(b)(2), 172.602(b)(3), 172.604(a)(1), 172.604(a)(2), 172.604(a)(3), 172.604(b), 173.173(b)(1), 173.173(b)(2), 173.202, 173.22, 173.24a(a)(1), 173.24a(a)(3), 173.24(b)(1), 173.24(b)(2), 173.24(f)(1), 173.24(f)(2), 173.27(b)(3), 173.27(d)] Case No. 2002SO730153	\$37,500

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
BF GOODRICH SERVICE CENTER (Shipper)	Offered hazardous materials improperly labeled, marked, with improper shipping papers, and in unsuitable condition for transport; failed to perform required hazmat transport packaging, labeling, and/or marking functions; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.301(a), 172.4, 172.402(a)(1), 172.6, 172.600(c), 172.602(b)(2), 172.604(b)] Case No. 2001SO730179	\$10,000
BIODEX MEDICAL SYSTEMS, INC. (Shipper)	Failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [172.702(a), 172.702(b), 172.702(d), 172.704(a)(1), 172.704(a)(2)(i), 172.704(c)(1), 172.704(d), 173.1(b)] Case No. 2003EA700274	\$3,000
BOGUES, AMANDA (Shipper)	Offered hazardous materials improperly labled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; failed to perform required hazmat transport packaging, labeling, and/or marking functions. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(b), 172.204(a), 172.301(a), 172.304(a)(1), 172.400(a), 172.600(c), 172.604(a)(1), 172.604(a)(2), 173.1(b), 173.22(a)(2)] Case No. 2002WP730051	\$1,250
BONGARD, JAMES (Shipper)	Offered hazardous materials improperly labled, marked, and with improper shipping papers. [171.2(a), 172.200(a), 172.202, 172.204, 172.3, 172.301(a), 172.304(a)(1), 172.400(a), 172.600(c), 173.1(b), 173.22(a), 173.27(b)(1), 173.279(b)(4)] Case No. 2003NM700018	\$250
BREEZE EASTERN (Shipper)	Failed to properly follow ICAO technical instructions; offered hazardous materials without emergency response information. [171.11(a), 171.11(d)(10), 171.11(d)(7), 171.2(a), 172.600(c), 173.1(b), ICA.1,1.2, ICA.4,3.1, ICA.4,3.4, ICA.5,1.1, ICA.US12] Case No. 2003EA700048	\$2,000
BRIDENBACK, RONALD (Shipper)	Offered hazardous materials improperly labled, marked, and with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.201(d), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.400(a), 172.600(c)] Case No. 2004AL700025	\$2,500
BRIGGS AND STRATTON (Shipper)	Offered hazardous materials improperly labled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.204(a), 172.204(c)(1), 172.301(a)(1), 172.400(a), 172.600(c), 172.604(a), 172.702(a)] Case No. 2003CE720019	\$40,000
BROOKS EQUIPMENT COMPANY, INC. (Shipper)	Failed to properly follow ICAO technical instructions. [ICA.1,1.2, ICA.3,1.1.2] Case No. 2002SO760091	\$1,000

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
BROWNING, CANDY (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.202(a), 172.204(a), 172.301(a), 172.400(a), 172.600(c)] Case No. 2003SO700982	\$500
BRYANT, JEFFREY (Shipper)	Offered hazardous materials improperly marked and with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.201(d), 172.202(a)(1), 172.202(a)(2), 172.202(a)(5), 172.204(a), 172.204(c)(1), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a)(1), 172.600(c)(2)] Case No. 2003WP700083	\$350
BUCKMAN LABS (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.300(a), 172.301(a), 172.400(a)(1), 172.600(c)] Case No. 2003CE700085	\$20,000
BULLSONE (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information. [171.29(a), 172.200(a), 172.201(d), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(1), 172.204(c)(2), 172.2049(c)(3), 172.300(a), 172.301(a)(1), 172.3129(a)(2), 172.400(a), 172.600(c)(1), 172.600(c)(2)] Case No. 2003AL700001	\$10,000
C. P. HUNT (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to perform required hazmat transport packaging, labeling, and/or marking functions. [171.2(a), 172.200(a), 172.202, 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(5), 172.2049(a), 172.3, 172.301(a), 172.400(a), 172.6, 172.602(a), 173.22(a)(2), 173.24(b)(1), 173.3(a)] Case No. 2002WP710216	\$12,500
C. R. BRAD, INC. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; offered hazmat not authorized for the Packing Group III performance level. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.203(k), 172.204(c)(2), 172.2049(c)(3), 172.300(a), 172.301(a), 172.301(b), 172.312(a), 172.402(a)(1), 172.600(c), 172.602(b)(2), 172.602(b)(3), 172.702(a), 173.1(b), 173.203] Case No. 2001SO730175	\$30,000
CAGGIANO, JOSEPH L. (Shipper)	Offered/transported forbidden hazmat. [173.21(i)] Case No. 2004CE700017	\$250
CAMERON ASHLEY BUILDING PRODUCTS (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; used package/container not meeting DOT specifications. [171.2(a), 172.200(a), 172.204, 172.300(a), 172.312(a)(2), 172.400(a), 172.600(c), 172.702(a), 173.1(b), 173.203, 173.22(a), 173.24a(a)(3), 173.24(b)(1), 173.24(f)(1), 173.27(d), 173.3(a)] Case No. 2000SO760407	\$32,000

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
CANDLELIGHT CABINTRY (Shipper)	Offered hazardous materials with improper shipping papers; offered hazardous materials improperly labeled, marked, and without emergency response information; failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training; used package/container not meeting DOT specifications. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.203(k), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.301(b), 172.312(a)(2), 172.400(a), 172.402(a)(1), 172.600(c), 172.602(b)(1), 172.602(b)(2), 172.602(b)(3), 172.604(a)(1), 172.604(a)(2), 172.604(a)(3), 172.604(b), 172.702(a), 172.702(d), 172.704(a)(1), 172.704(a)(2), 172.704(a)(3), 172.704(d), 173.1(b), 173.202, 173.203, 173.24a(a)(1), 173.24a(a)(3), 173.24a(c)(1)(i), 173.24(b)(1), 173.24(b)(2), 173.24(f)(1), 173.24(f)(2), 173.27(d)] Case No. 2000SO730302	\$37,500
CARTEK GROUP (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; offered/transported FORBIDDEN material aboard an aircraft. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(1), 172.301(a)(1), 172.312(a), 172.400(a), 172.600(c), 172.604(a), 172.702(a), 173.1(b), 173.202(a), 173.24(f)(1), 173.27(d)] Case No. 2002GL720042	\$6,000
CHANNEL EXPRESS PARTS TRADING (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to conduct required initial and/or recurrent training. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(3), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.301(a), 172.400(a), 172.6, 172.602(b)(3), 172.604(a)(3), 172.702(a), 172.704(a)(1), 172.704(a)(2), 172.704(a)(3)] Case No. 2001SO730058	\$10,500
CHAUTAUQUA AIRLINES, INC. (Shipper)	Offered hazardous materials improperly marked and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; used improper package/container that allows release of hazardous materials into the environment. [171.2(a), 172.200(a), 172.202, 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.204(a), 172.3, 172.301(a), 172.6, 172.602(a), 172.604(a)(1), 172.604(a)(2), 172.604(a)(3), 173.1(b), 173.22(a)(2), 173.24(b)(1)] Case No. 2001WP710471	\$20,000
CHEM-PAK, INC. (Shipper)	Failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [172.702(a), 172.702(b), 172.702(d), 172.704(a)(2)(i)] Case No. 2003EA700203	\$1,500
CK ENVIRONMENTAL, INC. (Shipper)	Failed to prepare shipment or train hazmat employees in accordance with the regulations. [172.702(a), 173.1(b)] Case No. 2002NE710123	\$1,000
CLEAN HARBOR ENVIRONMENTAL SERVICE (Shipper)	Offered hazardous materials with no or improper shipping papers; employee performed hazmat function(s) without required hazmat training. [172.201(e), 172.702(a), 172.704(d)] Case No. 2003CE700082	\$3,000

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
COLON, LUIS (Shipper)	Failed to use the class name on IMO described shipment; offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to properly mark over-pack of hazmat with the required shipping name and identification number. [171.2(a), 172.101(j)(1), 172.200(a), 172.204(c)(1), 172.300(a), 172.301(a), 172.312(a), 172.400(a), 172.402(c), 172.600(c), 173.22, 173.27(b)(1), 173.27(b)(4)] Case No. 1999SO710030	\$900
CORPORATE JET SUPPORT (Shipper)	Offered hazardous materials; failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [171.2(a), 172.702(a), 172.702(b), 172.702(d), 172.704(a)(1), 172.704(a)(2)(i), 172.704(c)(2), 172.704(d)] Case No. 2003EA700142	\$2,500
CREATIVE BANNER ASSEMBLIES (Shipper)	Offered hazardous materials improperly classified, described, packaged, marked, labeled, and in unsuitable condition for transport; offered hazardous materials without emergency response information; failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training; used improper package/container or use of package/container not meeting DOT specifications; offered/transported FORBIDDEN material aboard an aircraft. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.203(k), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.301(b), 172.312(a)(2), 172.400(a), 172.402(a)(1), 172.600(c), 172.602(b)(1), 172.602(b)(2), 172.602(b)(3), 172.604(a)(1), 172.604(a)(2), 172.604(a)(3), 172.604(b), 172.702(a), 172.702(d), 172.704(a)(1), 172.704(a)(2), 172.704(a)(3), 172.704(c)(2), 172.704(d), 173.1(b), 173.203, 173.22, 173.24a(a)(1), 173.24a(a)(3), 173.24a(c)(1)(i), 173.24(b)(1), 173.24(b)(2), 173.24(f)(1), 173.24(f)(2), 173.25(a)(2), 173.25(a)(3), 173.25(a)(4), 173.27(d)] Case No. 2000SO740211	\$15,750
CREATIVE FRAGRANCES MANUFACTURERS (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; used improper package/container or use of package/container not meeting DOT specifications; offered/transported FORBIDDEN material aboard an aircraft. [171.2(a), 172.200(a), 172.204, 172.300(a), 172.312(a)(2), 172.400(a), 172.600(c), 172.704, 173.1(b), 173.203, 173.22(a), 173.24a(a)(3), 173.24(b)(1), 173.24(f)(1), 173.27(d), 173.3(a)] Case No. 2001SO760012	\$55,000
CUSTOMIZED TRANSPORTATION (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; used improper package/container or use of package/container not meeting DOT specifications; offered/transported dangerous goods in equipment, machinery, or apparatus. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(5), 172.204(a), 172.204(c)(3), 172.300(a), 172.301(c), 172.400(a), 172.600(c), 172.702(a), 173.222, 173.22(a), 173.24(b)(1), 173.24(b)(2)] Case No. 2000SO760326	\$20,000

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
DAIMLER CHRYSLER (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training; used improper package/container or use of package/container not meeting DOT specifications. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.202(b), 172.202(c), 172.204(c)(1), 172.204(c)(2), 172.300(a), 172.400(a), 172.600(c)(2), 172.700(b), 172.702(a), 172.704(a)(1), 172.704(a)(2), 173.1(b), 173.22, 173.27] Case No. 2002SO720019	\$40,000
DALEY LODGE - LOUISVILLE (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; used improper package/container or use of package/container not meeting DOT specifications. [171.2(a), 172.200(a), 172.300(a), 172.400(a), 172.600(c), 172.702(a), 172.704(a), 173.1(b), 173.24(b)(1), 175.30(a)(4)] Case No. 2002SO730232	\$10,000
DANZAS AEI INTERCONTINENTAL (Shipper)	Failed to properly follow ICAO technical instructions. [ICA.1.1.2, ICA.4.4.1.1, ICA.4.4.1.12, ICA.4.4.1.2, ICA.4.4.1.3B, ICA.4.4.1.3D, ICA.4.4.1.3F, ICA.4.4.1.6,] Case No. 2002SO760092	\$10,000
DASHZEVEG, DELEGSUREN (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.202, 172.3, 172.301(a), 172.304(a)(1), 172.400(a), 172.600(c), 173.1(b)] Case No. 2002NM720459	\$1,800
DAVITA, INC. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers. [171.2(a), 172.202(a)(3), 172.303(a), 172.401(a)] Case No. 2003EA700122	\$8,000
DAYTONA DASH DISTRIBUTORS (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; offered/transported hazmat not authorized for the Packing Group III performance level. [171.2(a), 172.200(a), 172.30, 171.2(a), 172.200(a), 172.300(a), 172.312(a)(2), 172.400(a), 172.600(c)(2), 172.7, 172.702(a), 172.704, 173.202] Case No. 1998SO730346	\$3,943
DEACONESS HOSPITAL (Shipper)	Employee performed hazmat function(s) without required hazmat training. [172.704(d)] Case No. 2002GL760111	\$1,000
DECORATIVE PROTECTIVE COATINGS (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; used improper package/container or use of package/container not meeting DOT specifications. [171.2(a), 172.200(a), 172.300(a), 172.312(a), 172.400(a), 172.600(c), 172.702, 173.1(b), 173.24(b)(1)] Case No. 2002SO730165	\$10,000
DEMETRIOS AIR FREIGHT (Shipper)	Failed to conduct required initial and/or recurrent training. [172.704(c)(2)] Case No. 2002NE710005	\$2,000

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
DESIMONE, RONALD F. (Shipper)	Offered hazardous materials improperly labled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; used package/container not meeting DOT specifications. [171.2(a), 172.202(a)(1), 172.202(a)(2), 172.204(c)(2), 172.204(c)(3), 172.3, 172.301(a), 172.312(a)(2), 172.400(a), 172.6, 172.604(a), 173.24(b)(1)] Case No. 2003SW700152	\$2,500
DIAMOND PRODUCTS, INC. (Shipper)	Offered hazardous materials improperly labled, marked, and with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.301(a), 172.400(a), 172.6, 172.602(b)(3), 172.604(a)(3), 173.27(a)] Case No. 2001SO730262	\$15,000
DIBLASI, LUKE (Shipper)	Offered hazardous materials improperly labled, marked, and with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.202(b), 172.202(c), 172.204, 172.204(a), 172.204(c)(1), 172.204(c)(2), 172.204(c)(3), 172.3, 172.301(a), 172.304(a)(1), 172.312(a)(2), 172.400(a), 172.600(c)(1)] Case No. 2001NE710062	\$500
DIEUVEUX, DERICEAU (Shipper)	Failed to comply with the general duties and requirements of the hazardous materials regulations. [171.2(a)] Case No. 2001SO740247	\$500
DIVERSEYLEVER LESAIN T LOGISTIC (Shipper)	Offered hazardous materials with improper shipping papers; hazardous materials improperly classified, described, packaged, marked, labeled, and in unsuitable condition for transport; failed to perform required hazmat transport packaging, labeling, and/or marking functions; offered hazardous materials without emergency response information; failed to conduct required initial and/or recurrent training; used package/container not meeting DOT specifications. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.301(a), 172.400(a), 172.402(a)(1), 172.600(c), 172.602(b)(1), 172.602(b)(2), 172.602(b)(3), 172.604(a)(1), 172.604(a)(2), 172.604(a)(3), 172.604(b), 172.702(a), 172.704(a)(1), 172.704(a)(2), 172.704(a)(3), 173.1(b), 173.203, 173.22, 173.24(b)(1), 173.24(b)(2), 173.24(f)(1)] Case No. 2000SO760223	\$59,500
DOLSOGLIO, CHRIS (Shipper)	Offered hazardous materials improperly classified, described, packaged, marked, labeled, and in unsuitable condition for transport; failed to perform required hazmat transport packaging, labeling, and/or marking functions; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(5), 172.204(a), 172.204(c)(1), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a)(1), 172.400(a), 172.600(c)(1), 172.600(c)(2)] Case No. 2003AL700026	\$4,000
DUBAI ALUMINUM COMPANY LIMITED (Shipper)	Offered hazardous materials with improper shipping papers and without emergency response information. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.204(a), 172.600(c), 172.604(a)] Case No. 2003CE700041	\$5,000

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
DURA COAT PRODUCTS (Shipper)	Offered hazardous materials with improper shipping papers; hazardous materials improperly classified, described, packaged, marked, labeled, and in unsuitable condition for transport; offered hazardous materials without emergency response information; failed to train hazmat employees; offered/transported hazmat not authorized for the Packing Group III performance level. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.203(k), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.301(a), 172.301(b), 172.400(a), 172.6, 172.602(b)(3), 172.604(a)(3), 172.702(a), 173.203] Case No. 2001SO720045	\$30,600
DURBIN, DEAN (Shipper)	Offered hazardous materials improperly labled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; used package/container not meeting DOT specifications. [171.2(a), 172.200(a), 172.201(d), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(5), 172.204(a), 172.204(c)(1), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.400(a), 172.600(c), 173.21(i)] Case No. 2003AL700020	\$2,500
DURI COSMETICS (Shipper)	Failed to train hazmat employees; employee performed hazmat function(s) without required hazmat training. [172.702(a), 172.702(b), 172.702(d), 172.704(a)(1)] Case No. 2003EA700213	\$1,500
EAGLE PAINT AND WALLPAPER (Shipper)	Failed to conduct required initial and/or recurrent training. [172.702(a), 172.702(b), 172.702(d), 172.704(a)(1), 172.704(a)(2)(i), 172.704(c)(1), 172.704(d)] Case No. 2004EA700010	\$1,500
EICHMAN, JOSEPH (Shipper)	Offered hazardous materials improperly labled and with no or improper shipping papers. [171.2(a), 172.200(a), 172.203(a), 172.3, 172.400(a), 172.6] Case No. 2001SO760125	\$3,125
ELIAS FRAGRANCES INTERNATIONAL (Shipper)	Failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [172.702(a), 172.704(a)(1), 172.704(d)] Case No. 2003EA700237	\$3,500
EMULISTONE COMPANY (Shipper)	Failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [172.702(a), 172.702(b), 172.702(d), 172.704(a)(1), 172.704(a)(2)(i), 172.704(c)(1), 172.704(c)(2), 172.704(d)] Case No. 2004EA700024	\$2,500
ENERGIZER (Shipper)	Failed to conduct required initial and/or recurrent training. [172.702(a), 172.702(d), 172.704(a)(2), 172.704(a)(3)] Case No. 2003NE700058	\$2,500
ENVIRENT CORPORATION (Shipper)	Offered hazardous materials; failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [171.2(a), 172.702(a), 172.702(b), 172.702(d), 172.704(a)(1), 172.704(a)(2)(i), 172.704(c)(1), 172.704(d)] Case No. 2003EA700276	\$2,750
EQUISTAR CHEMICALS, LP. (Shipper)	Failed to properly follow ICAO technical instructions; employee performed hazmat function(s) without required hazmat training. [171.11(a), 171.2(a), 172.704(d)] Case No. 2003GL700021	\$6,000

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
ESKIN, ALEX (Shipper)	Offered hazardous materials without shipping papers; improper use of packaging authorized under exemption. [172.200(a), 173.22(a)(1), 173.22(a)(2)] Case No. 2001EA710404	\$12,500
ESPINAL, CARMEN (Shipper)	Offered hazardous materials improperly classified, described, packaged, marked, labeled, and with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.202(a), 172.204(a), 172.301(a), 172.400(a), 172.600(c)] Case No. 2000SO750062	\$3,125
ESPINOSA VEGA, JAIME ROLANDO (Shipper)	Offered hazardous materials improperly classified, described, packaged, marked, labeled, and in unsuitable condition for transport. [171.2(a), 172.200(a), 172.204, 172.3, 172.400(a), 172.6, 173.22(a), 173.3(a)] Case No. 2001SO740026	\$500
EVERGREEN INTERNATIONAL AIRLINES (Shipper)	Offered hazardous materials improperly marked and improper shipping papers. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(3), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.301(a), 172.6] Case No. 2000SO720171	\$20,000
EXHIBIT A. (Shipper)	Offered hazardous materials improperly classified, described, packaged, marked, labeled, and in unsuitable condition for transport; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a)(2), 172.400(a), 172.6, 172.602(b)(3), 172.604(a)(3), 173.173(b)(1), 173.1(b), 173.24a(a)(3)] Case No. 2001SO730177	\$2,400
EXPERT-MED, INC. (Shipper)	Offered hazardous materials improperly labled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; used improper package/container or use of package/container not meeting DOT specifications. [171.2(a), 171.2(g)(1), 172.200(a), 172.204, 172.300(a), 172.312(a)(2), 172.400(a), 172.600(c), 172.702(a), 173.1(b), 173.202, 173.22(a), 173.24a(a)(3), 173.24(b)(1), 173.3(a)] Case No. 2002SO760043	\$45,000
FARGO GLASS AND PAINT CO. (Shipper)	Offered hazardous materials improperly labled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; used improper package/container or use of package/container not meeting DOT specifications. [171.2(a), 172.200(a), 172.202, 172.3, 172.301(a), 172.400(a), 172.600(c)(2), 172.702(a), 173.1(b), 173.24(c)(1)] Case No. 2000GL730134	\$12,000
FARNER-BOCKEN COMPANY (Shipper)	Offered hazardous materials with improper shipping papers; failed to train hazmat employees. [172.200(a), 172.202(a)(1), 172.202(a)(2), 172.301(a)(1), 172.316(a)(1), 172.702(a)] Case No. 2003CE700025	\$14,000
FEDERAL EXPRESS CORP. (Shipper)	Offered/transported unauthorized hazmat aboard an aircraft. [175.30(a)(2)] Case No. 2001SO730131	\$2,500

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
FH AND SONS MANUFACTURING (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to conduct required initial and/or recurrent training; used improper package/container that allows release of hazardous materials into the environment. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a)(2), 172.400(a), 172.6, 172.602(b)(3), 172.604(a)(3), 172.702(a), 172.704(a)(1), 172.704(a)(2), 172.704(a)(3), 173.173(b)(1), 173.27(d)] Case No. 1999SO720062	\$20,000
FINE ARTS LAMPS, INC. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; used improper package/container that allows release of hazardous materials into the environment. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204, 172.300(a), 172.301(a), 172.312(a)(1), 172.400(a), 172.600(c), 172.602(a), 172.702(a), 173.202, 173.24(b)(1)] Case No. 2003SW700113	\$10,000
FLEET MEDICAL RESOURCES, INC. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to properly mark over-pack with the required shipping name and identification number of hazmat. [171.2(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.3, 172.301(a), 172.400(a), 172.600(c)(1), 172.602(a)(1), 172.602(a)(2), 172.602(a)(3), 172.602(a)(4), 172.602(a)(5), 172.602(a)(6), 172.602(a)(7), 172.604(a)(3), 173.1(b), 173.22(a)(1), 173.25(a), 173.25(a)(2), 173.25(a)(3), 173.25(a)(4)] Case No. 2002SW730019	\$4,000
FLINT INK CORPORATION (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; used improper package/container that allows release of hazardous materials into the environment.[172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.301(a)(1), 172.400(a), 172.600(c), 172.604(a), 173.24(b)(1)] Case No. 2001GL760187	\$20,000
FREEHOLD CARTAGE, INC. (Shipper)	Offered hazardous materials; failed to train hazmat employees; employee performed hazmat function(s) without required hazmat training. [171.2(a), 172.702(a), 172.702(b), 172.702(d), 172.704(a)(1), 172.704(a)(2)(i), 172.704(c)(2), 172.704(d)] Case No. 2003EA700169	\$1,300
FREQUENCY ELECTRONICS, INC. (Shipper)	Failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [172.702(a), 172.702(b), 172.702(d), 172.704(a)(1), 172.704(a)(2)(i), 172.704(c)(1), 172.704(c)(2), 172.704(d)] Case No. 2003EA700121	\$3,000
FROEHLING AND ROBERTSON, INC. (Shipper)	Failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [172.702(a), 172.702(b), 172.702(d), 172.704(a)(2)(i), 172.704(c)(2), 172.704(d)] Case No. 2004EA700058	\$2,000

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
FRONTIER AIRLINES, INC. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; offered/transported FORBIDDEN material aboard an aircraft. [171.2(a), 172.200(a), 172.202, 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(5), 172.204(a), 172.204(c)(1), 172.3, 172.301(a), 172.400(a), 172.6, 172.602(a), 173.27(d)] Case No. 2001WP710044	\$52,500
GALLOWAY, RICHARD (Shipper)	Offered hazardous materials improperly marked, labeled, and with improper shipping papers. [171.2(a), 172.200(a), 172.300(a), 172.400(a)] Case No. 2003AL700027	\$250
GANS INK AND SUPPLY COMPANY, INC. (Shipper)	Offered hazardous materials improperly labled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to properly mark over-pack with the required shipping name and identification number of hazmat; offered/transported FORBIDDEN material aboard an aircraft. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.300(a), 172.301(a), 172.312(a)(1), 172.400(a), 172.600(c), 172.602(b)(2), 173.22, 173.24(f)(1), 173.27(d), 173.3] Case No. 2002SO760031	\$15,000
GARCIA, FERNANDO (Shipper)	Offered hazardous materials improperly labled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; offered/transported FORBIDDEN material aboard an aircraft. [171.2(a), 172.200(a), 172.202, 172.204(c)(1), 172.204(c)(2), 172.204(c)(3), 172.301(a), 172.400(a), 172.600(c), 173.27(b)(1)] Case No. 2002SO720049	\$1,000
GARDNER ASPHALT CORPORATION (Shipper)	Offered hazardous materials improperly labled and marked; offered hazardous materials without emergency response information. [171.2(a), 172.300(a), 172.312(a), 172.400(a), 172.600(c)] Case No. 1999SO710112	\$30,000
GATOT, MARULITUA (Shipper)	Offered hazardous materials improperly labled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; offered/transported FORBIDDEN material aboard an aircraft. [171.2(a), 172.200(a), 172.202, 172.203(f), 172.3, 172.301(a), 172.304(a)(1), 172.400(a), 172.600(c), 173.1(b), 173.21(i)] Case No. 2003NM700089	\$500
GENERAL DYNAMICS LAND SYSTEMS (Shipper)	Offered hazardous materials; offered hazardous materials without emergency response information; failed to train hazmat employees. [171.2(a), 172.604(a)(1), 172.702(a)] Case No. 2003NM700094	\$6,250
GIGER, HEATH (Shipper)	Offered hazardous materials improperly labled, marked, and with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.201(d), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.400(a), 172.600(c)] Case No. 2003AL700023	\$500

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
GRANT INDUSTRIES, INC. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [171.2(a), 172.702(a), 172.702(b), 172.704(a)(1), 172.704(a)(2)(i), 172.704(c)(1), 172.704(d)] Case No. 2004EA700120	\$2,000
GREENVILLE METALS, INCORPORATED (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; failed to train hazmat employees. [171.2(a), 172.200(a), 172.204, 172.3, 172.312, 172.400(a), 172.6, 172.702(a), 172.704(a), 173.202, 173.22(a), 173.3(a)] Case No. 2000SO710406	\$27,500
GRONSETH, GEORGE (Shipper)	Offered hazardous materials; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.600(c)] Case No. 2003AL700043	\$1,000
GRUPO DEYCA INTERNATIONAL (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; failed to train hazmat employees; failure to comply with requirements for shipper's responsibility. [171.2(a), 172.200(a), 172.204, 172.300(a), 172.400(a), 172.6, 172.702(a), 173.1(b), 173.22(a), 173.3(a)] Case No. 2001SO740315	\$7,200
GULLEY, JOSEPH (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(1), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a)(1), 172.400(a), 172.600(c)(1), 172.600(c)(2)] Case No. 2003AL700031	\$350
HAAS TOTAL CHEMICAL MANAGEMENT (Shipper)	Failed to conduct required initial and/or recurrent training. [172.704(c)(2)] Case No. 2003NE700067	\$3,000
HAPPY INTERNATIONAL CORPORATION (Shipper)	Failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [172.702(a), 172.702(b), 172.702(d), 172.704(a)(1)] Case No. 2003EA700380	\$3,000
HARRIS CORPORATION (Shipper)	Failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [172.702(a), 172.702(b), 172.702(d), 172.704(a)(1), 172.704(a)(2)(i), 172.704(c)(2), 172.704(d)] Case No. 2004EA700210	\$5,000
HARRISON PAINT (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; failed to train hazmat employees; failure to comply with requirements for shipper's responsibility. [171.2(a), 172.2, 172.202(a), 172.204, 172.3, 172.400(a), 172.6, 172.604(a), 172.702(a), 173.22] Case No. 2000SO750079	\$30,000
HARTLEY, TERRY (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; used improper package/container or use of package/container not meeting DOT specifications. [171.2(a), 172.200(a), 172.202, 172.204, 172.3, 172.301(a), 172.400(a), 172.600(c), 173.24(b)(1)] Case No. 2002WP710077	\$4,000

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
HAWKINS, BROOKE KARL (Shipper)	Failed to comply with the general duties and requirements of the hazardous materials regulations. [171.2(a)] Case No. 2004CE700003	\$275
HAYDEN, GEORGE (Shipper)	Offered hazardous materials improperly labeled and with improper shipping papers; offered/transported FORBIDDEN material aboard an aircraft. [171.2(a), 172.200(a), 172.400(a), 173.27(b)(2)] Case No. 2003NM700319	\$1,250
HENKEL CORPORATION (Shipper)	Failed to properly follow ICAO technical instructions; failed to train hazmat employees. [171.11(a), 171.2(a), 172.702(a), ICA.4.4.1.2] Case No. 2002GL760118	\$5,000
HENNINGSSEN FOODS, INC. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.204(a), 172.204(c)(1), 172.301(a)(1), 172.400(a), 172.600(c), 172.604(a), 172.702(a)] Case No. 2003CE700049	\$9,000
HENRY COMPANY (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; used improper package/container or use of package/container not meeting DOT specifications. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(c)(1), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a)(2), 172.400(a), 172.600(c)(1), 172.600(c)(2), 172.702(a), 173.203, 173.24(b)(1), 173.27(d)] Case No. 2001SO720115	\$84,000
HORIZON AIR INDUSTRIES, INC. (Shipper)	Failed to train hazmat employees to transport diagnostic specimens and/or used health care products.[173.199(e)] Case No. 2003NM700099	\$10,000
HOUSTON STAINED GLASS SUPPLY (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; offered/transported hazmat not authorized for the Packing Group III performance level; non compliance of general requirement for transportation by aircraft. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a)(2), 172.400(a), 172.600(c)(1), 172.600(c)(2), 172.702(a), 173.203, 173.24(b)(1), 173.27(d)] Case No. 1999SO730332	\$43,750
HUME, ROBERT (Shipper)	Offered hazardous materials with improper shipping papers. [171.2(a), 172.200(a)] Case No. 2003AL700029	\$250
HURST, SHARON (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.102, 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.203(f), 172.204, 172.204(a), 172.300(a), 172.301(a), 172.313(a), 172.400(a), 172.402(c), 172.600(a), 172.602(a), 172.604(a), 173.27(b)(3)] Case No. 2003SW700101	\$250

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
IMPLUS FOOTCARE, LLC. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; employee performed hazmat function(s) without required hazmat training; failed to mark overpack of hazmat indicating inside complies with prescribed specifications. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.3, 172.301(a), 172.400(a), 172.402(a)(1), 172.600(c), 172.602(b)(1), 172.602(b)(2), 172.602(b)(3), 172.604(a)(1), 172.604(a)(2), 172.604(a)(3), 172.604(b), 172.702(a), 172.702(d), 172.704(a)(1), 172.704(a)(2), 172.704(a)(3), 172.704(c)(2), 172.704(d), 173.1(b), 173.25(a)(2), 173.25(a)(4)] Case No. 2003SO700946	\$45,000
INDUSTRIAL GAS SPRINGS, INC. (Shipper)	Failed to conduct required initial and/or recurrent training. [172.704(a)(1)] Case No. 2003EA700078	\$2,000
INTERNATIONAL JET MANAGEMENT (Shipper)	Failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [172.702(a), 172.702(b), 172.702(d), 172.704(a)(1), 172.704(a)(2)(i), 172.704(d)] Case No. 2004EA700091	\$4,000
INTERNATIONAL MEDICAL, INC. (Shipper)	Failed to train hazmat employees. [172.702(a)] Case No. 2003GL700118	\$400
IOWA GLASS (Shipper)	Failed to train hazmat employees; employee performed hazmat function(s) without required hazmat training. [172.702(a), 172.704(d)] Case No. 2003CE700081	\$750
IOWA PAINT MANUFACTURING CO. (Shipper)	Employee performed hazmat function(s) without required hazmat training. [172.702(a), 172.704(d)] Case No. 2004CE700005	\$1,500
ISOTECH LABORATORY, INC. (Shipper)	Failed to comply with the general duties and requirements of the hazardous materials regulations; offered hazardous materials without emergency response information. [171.2(a), 172.604(a)(1), 172.604(a)(2)] Case No. 2003SW700088	\$1,000
J. CAFFERY AND JONES WALKER (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; used improper package/container that allows release of hazardous materials into the environment; use of package not meeting specifications, including required stencils and markings. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(5), 172.203(k), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.301(a), 172.301(b), 172.400(a), 172.402(a)(1), 172.600(c), 172.602(b)(1), 172.602(b)(2), 172.602(b)(3), 172.604(a)(1), 172.604(a)(2), 172.604(a)(3), 172.604(b), 172.702(a), 173.1(b), 173.203, 173.22, 173.24a(c)(1)(i), 173.24(b)(2)] Case No. 2000SO750040	\$10,500

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
JERRY'S ARTARAMA (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training; used improper package/container that allows release of hazardous materials into the environment. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a)(2), 172.400(a), 172.402(a)(1), 172.404(a), 172.600(c), 172.602(b)(1), 172.602(b)(2), 172.602(b)(3), 172.702(d), 172.704(a)(1), 172.704(a)(2), 172.704(a)(3), 173.1(b), 173.203, 173.22(a), 173.24a(a)(3), 173.24(b)(1)] Case No. 2002SO760064	\$12,000
JOE MONEY MACHINERY, INC. (Shipper)	Offered hazardous materials improperly labeled and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; used improper package/container that allows release of hazardous materials into the environment.[171.2(a), 172.200(a), 172.3, 172.400(a), 172.6, 172.702(a), 173.24(b)(1)] Case No. 2001SO760198	\$8,000
JOHNSON CONTROLS (Shipper)	Failed to properly follow ICAO technical instructions; offered hazardous materials with improper shipping papers; employee performed hazmat function(s) without required hazmat training. [171.11(a), 171.2(a), 172.702(a), 172.704(d)] Case No. 2003GL700122	\$3,000
JONES, KYLE (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.201(d), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.400(a), 172.600(c)] Case No. 2003AL700033	\$2,000
JOY MINING MACHINERY (Shipper)	Offered hazardous materials with improper shipping papers. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(3), 172.202(c)] Case No. 2003EA700092	\$2,000
K MART CORPORATION (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.203(k), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.301(a), 172.301(b), 172.400(a), 172.402(a)(1), 172.600(c), 172.602(b)(1), 172.602(b)(2), 172.602(b)(3), 172.604(a)(1), 172.604(a)(2), 172.604(a)(3), 172.604(b), 172.702(a), 172.702(d), 172.704(a)(1), 172.704(a)(2), 172.704(a)(3), 172.704(d), 173.1(b)] Case No. 2000SO730204	\$1,562

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
KALYNA INTERNATIONAL TRADING CO. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; used improper package/container or use of package/container not meeting DOT specifications. [171.2(a), 172.200(a), 172.202, 172.204(a), 172.3, 172.301(a), 172.400(a), 172.600(c)(2), 172.702(a), 173.1(b), 173.24(c)(1)] Case No. 1999GL740189	\$5,000
KAPLER, LINDA (Shipper)	Offered hazardous materials with improper shipping papers; failed to comply with requirements for shipper's responsibility. [171.29(a), 172.200(a), 173.1(b), 173.203, 173.22(a)(1), 173.22(a)(2)] Case No. 2004EA700116	\$1,000
KARLSSON, CHAD (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(1), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a)(1), 172.400(a), 172.600(c)(1), 172.600(c)(2)] Case No. 2004AL700031	\$2,000
KARMEI 64 SHOP (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.201(d), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(5), 172.204(a), 172.204(c)(1), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.400(a), 172.600(c)(2), 173.21(i)] Case No. 2003AL700007	\$500
KEHOE, MICHAEL (Shipper)	Offered hazardous materials improperly marked and with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.202, 172.3, 172.301(a), 172.304(a)(1), 172.600(c), 173.1(b)] Case No. 2003NM700210	\$500
KHP DESIGN ASSOCIATES (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to conduct required initial and/or recurrent training; used improper package/container or use of package/container not meeting DOT specifications. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.301(b), 172.312(a), 172.4, 172.402(a)(1), 172.404(a), 172.600(c), 172.602(b)(3), 172.604(a)(2), 172.604(a)(3), 172.702(a), 172.702(d), 172.704(a)(1), 173.173(b)(1), 173.1(b), 173.24(b)(1), 173.24(f)(1), 173.24(f)(2), 173.27(d)] Case No. 2001SO730249	\$43,750
KINLEY CONSTRUCTION (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to conduct required initial and/or recurrent training; failed to comply with closures requirements on packaging. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(a)(2), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a)(2), 172.400(a), 172.6, 172.602(b)(3), 172.604(a)(3), 172.702(a), 172.704(a)(1), 172.704(a)(3), 173.173(b)(1), 173.24(f)(1)] Case No. 1999SO730418	\$35,000

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
KLEEN AIR PRODUCTS (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers. [171.2(a), 172.200(a), 172.202, 172.3, 172.301(a), 172.304(a)(1), 172.400(a)] Case No. 2003NM700273	\$3,500
KLEINFELD, LESLIE (Shipper)	Offered hazardous materials with improper shipping papers. [171.2(a), 172.200(a)] Case No. 2003AL700028	\$250
KOREAN AIR LINES COMPANY, LTD. (Shipper)	Failed to provide the pilot-in-command with written information of the hazardous materials on aircraft. [175.33(a)(1), 175.33(a)(2), 175.33(a)(3)] Case No. 2002WP750117	\$5,500
KWAL PAINT (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; marking functions; failed to train hazmat employees. [172.200(a), 172.202, 172.204, 172.3, 172.301(a), 172.400(a), 172.600(c), 172.702(a)] Case No. 2003NM720020	\$15,000
KWASNY FLOORING (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; marking functions; failed to train hazmat employees; noncompliance of general requirement for transportation by aircraft.[171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(5), 172.203(c)(2), 172.203(k), 172.204(c)(1), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.301(b), 172.312(a)(2), 172.400(a), 172.6, 172.602(b)(3), 172.604(a)(3), 172.702(a), 172.704(a)(1), 172.704(a)(2), 172.704(a)(3), 173.203, 173.24(b)(1), 173.27(d)] Case No. 2001SO730032	\$15,000
LAFARGE ROAD MARKINGS (Shipper)	Offered hazardous materials with improper shipping papers; failed to conduct required initial and/or recurrent training. [172.201(e), 172.702(a), 172.702(b)] Case No. 2003SW700023	\$5,000
LIBERTY ENVIRONMENTAL SPECIALIST, INC. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training; used improper package/container or use of package/container not meeting DOT specifications. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a)(2), 172.400(a), 172.402(a)(1), 172.600(c), 172.602(b)(1), 172.602(b)(2), 172.602(b)(3), 172.604(a)(1), 172.604(a)(2), 172.604(a)(3), 172.604(b), 172.702(a), 172.702(d), 172.704(a)(1), 172.704(a)(2), 172.704(a)(3), 172.704(d), 173.1(b), 173.24(b)(1)] Case No. 2000SO720091	\$6,000

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
LINDAU CHEMICALS, INC. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; offered/transported hazmat not authorized for the Packing Group III performance level; noncompliance of general requirement for transportation by aircraft. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.203(k), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.301(b), 172.312(a)(2), 172.400(a), 172.402(a)(1), 172.600(c), 172.602(b)(1), 172.602(b)(2), 172.602(b)(3), 172.604(a)(1), 172.604(a)(2), 172.604(a)(3), 172.604(b), 173.203, 173.22, 173.24(a)(1), 173.24(a)(3), 173.24(b)(1), 173.24(b)(2), 173.24(f)(1), 173.24(f)(2), 173.25(a)(2), 173.25(a)(3), 173.25(a)(4), 173.27(d)] Case No. 2000SO760261	\$30,000
LIPO CHEMICALS, INC. (Shipper)	Offered hazardous materials; failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [171.2(a), 172.702(a), 172.702(b), 172.702(d), 172.704(a)(1), 172.704(a)(2)(i), 172.704(c)(1), 172.704(c)(2), 172.704(d)] Case No. 2004EA700015	\$2,500
LOCTITE PR, INC. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; improperly packaged equipment/machinery containing hazardous materials; offered/transported FORBIDDEN material aboard an aircraft. [171.2(a), 172.102(a)(2), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a)(2), 172.400(a), 172.600(c), 172.602(b)(1), 172.602(b)(2), 172.602(b)(3), 172.604(a)(1), 172.604(a)(2), 172.604(a)(3), 172.604(b), 172.702(a), 173.1(b), 173.203, 173.22, 173.222(b)(1), 173.24(a)(1), 173.24(b)(1), 173.24(b)(2), 173.27(d)] Case No. 2001SO730368	\$10,000
LUFTHANSA TECHNIK LOGISTIK (Shipper)	Failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [172.702(a), 172.702(b), 172.702(d), 172.704(a), 172.704(c), 172.704(d), 173.1(b)] Case No. 2004EA700021	\$5,000
LUKAS HYDRAULIK (Shipper)	Failed to properly follow ICAO technical instructions; offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information. [171.11(a), 171.2(a), 172.200(a), 172.204(a), 172.204(c)(1), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.4, 171.11(a), 171.2(a), 172.200(a), 172.204(a), 172.204(c)(1), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.4, 172.400(a), 172.600(a), 172.600(c)(1), 172.600(c)(2), ICA.1,4.1.1A] Case No. 2003EA700046	\$30,000
M AND H PG, INC. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers. [171.2(a), 172.200(a), 172.202, 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.202(b), 172.202(c), 172.204, 172.204(a), 172.204(c)(1), 172.204(c)(2), 172.204(c)(3), 172.3, 172.301(a), 172.304(a)(1), 172.400(a), 173.1(b)] Case No. 2001NE710012	\$3,000

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
MACAULAY, BERTHAN (Shipper)	Offered hazardous materials improperly labled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; used improper package/container that allowed release of hazardous materials into the environment. [171.2(a), 172.200(a), 172.202(a), 172.204(a), 172.300(a), 172.301(a), 172.312(a)(2), 172.400(a), 172.600(c), 173.24a(a)(3), 173.24(b)(1)] Case No. 2000SO740141	\$3,750
MAGNESIUM ELEKTRON, INC. (Shipper)	Failed to conduct required initial and/or recurrent training. [172.704] Case No. 2003EA700341	\$3,750
MALCO PRODUCTS, INC. (Shipper)	Offered hazardous materials improperly labled, marked, and with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.203(b), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a)(2), 172.400(a), 172.6, 172.602(b)(3), 172.604(a)(3)] Case No. 1999SO730325	\$15,000
MAPCARGO INTERNATIONAL (Shipper)	Offered hazardous materials; failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training.[171.2(a), 172.702(a), 172.702(b), 172.702(d), 172.704(a)(1), 172.704(a)(2), 172.704(c)(1), 172.704(d), 173.1(b)] Case No. 2004EA700128	\$5,000
MARLAC ELECTRONICS, INC. (Shipper)	Failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [172.702(a), 172.702(b), 172.702(d), 172.704(a)(1), 172.704(a)(2)(i), 172.704(c)(2), 172.704(d)] Case No. 2003EA700240	\$2,500
MARTINEZ, JOSE A. (Shipper)	Offered hazardous materials improperly labled and with improper shipping papers; offered/transported unlabeled limit quantities of compressed gas. [171.2(a), 172.200(a), 172.204, 172.3, 172.400(a), 172.6, 173.22(a), 173.306(a)] Case No. 2001SO750054	\$250
MCBRIDE RESEARCH LAB (Shipper)	Offered hazardous materials improperly labled, marked, and with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.204(a), 172.301(a), 172.400(a), 172.600(c), 172.604(a)] Case No. 2000EU750019	\$2,000
MD BOTH INDUSTRIES (Shipper)	Offered hazardous materials without emergency response information; failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [172.600(c)(1), 172.702(a), 172.702(d), 172.704(a)(2), 172.704(a)(3)] Case No. 2003NE700045	\$4,500
MD DISTRIBUTORS, INC. (Shipper)	Failed to conduct required initial and/or recurrent training. [172.702(a), 172.702(b), 172.702(d), 172.704(a)(2)(i)] Case No. 2003EA700208	\$2,500
MEDALLION INTERNATIONAL, INC. (Shipper)	Offered hazardous materials; failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [171.2(a), 172.702(a), 172.702(b), 172.702(d), 172.704(a)(1), 172.704(c)(2), 172.704(d)] Case No. 2003EA700127	\$2,500

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
MERCED, ROBERTO (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.202(a), 172.204(a), 172.301(a), 172.400(a), 172.600(c)] Case No. 2000SO750067	\$250
MERCURY MARINE (Shipper)	Offered hazardous materials improperly marked and with improper shipping papers; employee performed hazmat function(s) without required hazmat training. [171.2(a), 172.200(a), 172.300(a), 172.702(a), 172.704(d), 173.1(b)] Case No. 2001SO760208	\$20,000
METAUGUS CORPORATION (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; used improper package/container or use of package/container not meeting DOT specifications. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.203(f), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.301(a), 172.400(a), 172.602(a), 172.604(a)(1), 172.604(a)(2), 172.7, 172.702(b), 172.704(a)(2), 173.1(b), 173.212, 173.24(b)(1)] Case No. 2002SW710175	\$250
MICHAELS STORES, INC. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failure to comply with requirements for shipper's responsibility. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a)(2), 172.400(a), 172.402(a)(1), 172.404(a), 172.600(c), 172.602(b)(1), 172.602(b)(2), 172.602(b)(3), 172.604(a)(1), 172.604(a)(2), 172.604(a)(3), 172.604(b), 173.22] Case No. 2003SO700225	\$20,000
MISCO PRODUCT CORPORATION (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; used improper package/container or use of package/container not meeting DOT specifications. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a)(2), 172.400(a), 172.600(c)(1), 172.600(c)(2), 172.702(a), 173.27(a)] Case No. 2002SO720031	\$30,000
MONARCH COLOR CORPORATION (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; used improper package/container or use of package/container not meeting DOT specifications; failed to conduct required initial and/or recurrent training; used improper package/container or use of package/container not meeting DOT specifications. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.203(f), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a)(2), 172.4, 172.402(a)(1), 172.402(c), 172.6, 172.602(b)(3), 172.604(a)(3), 172.702(a), 172.704(a)(1), 172.704(a)(2), 172.704(a)(3), 173.202, 173.24(f)(1)] Case No. 2001SO730247	\$46,200

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
MPC INDUSTRIES (Shipper)	Failed to comply with the general duties and requirements of the hazardous materials regulations; failed to conduct required initial and/or recurrent training. [171.2(a), 172.202(b), 172.702(a), 172.704(a)(1), 172.704(a)(2)(i), 172.704(c)(1)] Case No. 2003EA700332	\$2,000
NATIONAL NAIL AND BEAUTY SUPPLY (Shipper)	Offered hazardous materials improperly labeled and with improper shipping papers; offered hazardous materials without emergency response information; failed to conduct required initial and/or recurrent training. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.316(a)(1), 172.600(c), 172.602(b)(1), 172.602(b)(2), 172.602(b)(3), 172.6049a(1), 172.604(a)(2), 172.604(a)(3), 172.604(b), 172.702(a), 172.702(d), 172.704(a)(1), 172.704(a)(2), 172.704(a)(3), 172.704(d), 173.1(b)] Case No. 2000SO760259	\$2,500
NEW YORK FRAGRANCE, INC. (Shipper)	Failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [172.702(a), 172.702(b), 172.702(d), 172.704(a)(1), 172.704(c)(2), 172.704(d), 173.1(b)] Case No. 2003EA700062	\$3,000
NILES COLOR CENTER, INC. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; employee performed hazmat function(s) without required hazmat training. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a)(2), 172.400(a), 172.6, 172.602(b)(3), 172.604(a)(3), 172.702(a), 172.704(a)(1), 172.704(a)(2), 173.173(b)(1), 173.27(d)] Case No. 1999SO730323	\$4,500
NITTA CORP. OF AMERICA (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees. [171.2(a), 172.200(a), 172.204(c)(1), 172.300(a), 172.301(a), 172.400(a), 172.600(c), 172.702(a), 173.3(a)] Case No. 2001SO710202	\$25,500
NIVEL PARTS AND MANUFACTURING (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; used improper package/container or use of package/container not meeting DOT specifications. [171.2(a), 172.200(a), 172.201(d), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(1), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.400(a), 172.600(c), 172.702(a), 173.19(b), 173.24(b)(1), 173.24(b)(2), 173.3(a)] Case No. 2003EA740002	\$7,000
NORMANDY MACHINE COMPANY, INC. (Shipper)	Failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [172.702(a), 172.704(d)] Case No. 2004CE700004	\$1,000
NORTHERN AUTO PARTS (Shipper)	Failed to comply with the general duties and requirements of the hazardous materials regulations. [171.2(f)(2)] Case No. 2003CE700043	\$250

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
NORTHWEST AIRLINES, INC. (Shipper)	Failure to comply with requirements for detailed hazardous materials incidents reports; failure to comply with the general duties and requirements of the hazardous materials regulations; transported a hazardous material requiring an OXIDIZER label in an inaccessible cargo compartment. [171.16(a), 171.2(b), 175.85(h)] Case No. 2003GL700046	\$5,500
NOVEL TEES WHOLESALE (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; used improper package/container or use of package/container not meeting DOT specifications. [171.2(a), 172.200(a), 172.202, 172.204(a), 172.204(c)(1), 172.3, 172.301(a), 172.312(a), 172.400(a), 172.600(c)(2), 172.702(a), 173.21(i), 173.24a(a)(1), 173.24(c)(1), 173.308(a)(4)] Case No. 2000GL720194	\$20,000
ODYSSEY NAIL SYSTEMS (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers. [171.2(a), 172.200(a), 172.300(a), 172.400(a), 172.6] Case No. 2001SO760020	\$15,000
OFFICE DEPOT (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; offered/transported FORBIDDEN material aboard an aircraft. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c), 172.3, 172.316(a)(1), 172.400(a), 172.600(c), 173.1(b), 173.24(b)(1), 173.24(b)(2), 173.27(d)] Case No. 2000SO720195	\$15,000
OREGON STATE UNIVERSITY (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees. [171.2(a), 172.200(a), 172.202, 172.204, 172.3, 172.301(a), 172.304(a)(1), 172.400(a), 172.600(c), 172.702(a), 173.1(b), 173.22(a)] Case No. 2003NM700085	\$3,750
ORGANICHEM CORP. (Shipper)	Failed to properly follow ICAO technical instructions. [171.11(a), ICA.5,1.1, ICA.5,4.1.2] Case No. 2003EA700305	\$1,500
PALMER, ROBERT (Shipper)	Offered hazardous materials improperly classified, described, packaged, marked, labeled, and in unsuitable condition for transport; offered with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.101(d)(1), 172.200(a), 172.201(d), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(1), 172.204(c)(2), 172.300(a), 172.301(a), 172.400(a), 172.600(c), 173.21(b)] Case No. 2004AL700026	\$250
PALMERTON AND PARRISH, INC. (Shipper)	Failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [172.702(a), 172.704(d)] Case No. 2003CE700092	\$1,200
PANCER, STEVE (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; offered/transported FORBIDDEN material aboard an aircraft. [171.2, 172.200(a), 172.300(a), 172.400(a), 172.600(c)(1), 173.27(b), 173.3] Case No. 2001SO740275	\$30,000

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
PARMARCO GLOBAL GRAPHICS (Shipper)	Offered hazardous materials without emergency response information; failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [171.2(a), 172.604(a), 172.604(b), 172.702(a), 172.702(b), 172.704(c)(2), 172.704(d)] Case No. 2003EA700144	\$6,500
PATTERSON DENTAL SUPPLY, INC. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; offered/transported hazmat not authorized for the Packing Group III performance level; used improper package/container or use of package/container not meeting DOT specifications; offered/transported FORBIDDEN material aboard an aircraft. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.203(k), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.301(a), 172.301(b), 172.400(a), 172.402(a)(1), 172.600(c), 172.602(b)(1), 172.602(b)(2), 172.602(b)(3), 172.604(a)(1), 172.604(a)(2), 172.604(a)(3), 172.604(b), 173.203, 173.22, 173.24a(a)(3), 173.24(b)(1), 173.24(b)(2), 173.24(f)(1), 173.27(d)] Case No. 2000SO710164	\$38,000
PEASE, JOSEPH (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.201(d), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.400(a), 172.600(c)] Case No. 2004AL700040	\$250
PENNWELL PUBLISHING (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; used improper package/container that allowed release of hazardous materials into the environment. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.204(a), 172.301(a), 172.400(a), 172.600(c)(1), 172.600(c)(2), 172.604(a)(1), 172.604(a)(2), 172.604(a)(3), 173.1(b), 173.22(a)(2), 173.24(b)(1)] Case No. 2000WP710302	\$22,500
PENTA MANUFACTURING CORP. (Shipper)	Offered hazardous materials; failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [171.2(a), 172.702(a), 172.702(b), 172.702(d), 172.704(a)(1), 172.704(a)(2)(i), 172.704(c)(1), 172.704(c)(2), 172.704(d)] Case No. 2003EA700168	\$2,500
PERMANENT RESTORATION PRODUCTS (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees. [172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(1), 172.301(a)(1), 172.400(a), 172.600(c), 172.604(a), 172.702(a)] Case No. 2002GL760105	\$4,200

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
PGT INDUSTRIES (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to conduct required initial and/or recurrent training; used improper package/container that allowed release of hazardous materials into the environment. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a)(2), 172.400(a), 172.6, 172.602(b)(3), 172.604(a)(3), 172.702(a), 172.704(a)(1), 172.704(a)(2), 172.704(a)(3), 173.173(b)(1), 173.24(b)(1)] Case No. 2000SO730076	\$35,000
PHILADELPHIA HONDA (Shipper)	Offered hazardous materials without emergency response information; failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training.[171.2(a), 172.600(c)(1), 172.702(a), 172.702(b), 172.702(d), 172.704(a)(1), 172.704(a)(2)(i), 172.704(c)(1), 172.704(c)(2), 172.704(d)] Case No. 2003EA700233	\$3,000
PHOENIX CHEMICAL, INC. (Shipper)	Offered hazardous materials; failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [171.2(a), 172.702(a), 172.702(b), 172.702(d), 172.704(a)(1), 172.704(a)(2)(i), 172.704(c)(1), 172.704(c)(2), 172.704(d)] Case No. 2003EA700340	\$2,500
PICARD, STEVEN (Shipper)	Transported FORBIDDEN devices capable of creating sparks and/or generating heat. [173.21(c)] Case No. 2003NE700070	\$1,500
PIZARRO, FERNANDO (Shipper)	Offered hazardous materials improperly labeled and with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.202(a), 172.204(a), 172.400(a), 172.600(c)] Case No. 2000SO750058	\$1,000
PLASTIFLEX COMPANY, INC. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; failed to comply with closures requirements on packaging. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.301(c), 172.312(a)(2), 172.400(a), 172.600(c), 172.702(a), 172.704(a)(2), 173.173(b)(1), 173.1(b), 173.202, 173.24(b)(1), 173.24(f)(1)] Case No. 2000SO730511	\$45,000
PORTUGALIA AIRLINES (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; offered/transported FORBIDDEN material aboard an aircraft. [172.102(a)(2), 172.102(c), 172.200(a), 172.202(a), 172.203(f), 172.204(c)(3), 172.3, 172.301(a), 172.400(a), 172.402(c), 172.600(c), 172.602(a), 173.24(c)(1), 173.27(b)(4)] Case No. 2003CE700012	\$20,000

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
PRATT AND WHITNEY (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; improperly packaged equipment/machinery containing hazardous materials; used improper package/container or use of package/container not meeting DOT specifications; offered/transported FORBIDDEN material aboard an aircraft; improper offering or acceptance of residue hazardous materials tank car, usually due to insecure closures.[171.2(a), 172.101, 172.102(a)(1), 172.102(a)(2), 172.102(c)(1), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(1), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a), 172.312(a)(2), 172.4, 172.400(a), 172.402(a)(1), 172.402(a)(2), 172.6, 172.600(c), 172.602(b)(1), 172.602(b)(2), 172.602(b)(3), 172.604(a)(1), 172.604(a)(2), 172.604(a)(3), 172.604(b), 173.203, 173.22, 173.222(b)(1), 173.222(b)(2), 173.24a(a)(1), 173.24(b)(1), 173.24(b)(2), 173.24(f)(1), 173.24(f)(2), 173.27(c), 173.27(d), 173.29(a)] Case No. 2002SO760087	\$23,000
PRINCIPAL FINANCIAL GROUP (Shipper)	Failed to train hazmat employees. [172.702(a)] Case No. 2004CE700006	\$500
PROCH, ANGELIKA (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; used improper package/container or use of package/container not meeting DOT specifications; offered/transported FORBIDDEN material aboard an aircraft. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(5), 172.203(f), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.301(a), 172.400(a), 172.402(a)(1), 172.402(c), 172.600(c), 172.602(b)(1), 172.602(b)(2), 172.602(b)(3), 172.604(a)(1), 172.604(a)(2), 172.604(a)(3), 172.604(b), 173.22, 173.24a(c)(1)(i), 173.24a(c)(1)(iv), 173.24(f)(2), 173.27(b)(3)] Case No. 2000SO740195	\$250
QUALITY CUSTOM CABINETRY (Shipper)	Failed to conduct required initial and/or recurrent training. [172.702(a), 172.702(b), 172.702(d), 172.704(a)(1), 172.704(a)(2)(i)] Case No. 2003EA700278	\$10,000
RADIO HOLLAND USA (Shipper)	Failed to conduct required initial and/or recurrent training. [172.702(a), 172.702(b), 172.704(a)(1), 172.704(c)(2)] Case No. 2003EA700190	\$2,000
RAFFAELLO RESEARCH LAB (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; used improper package/container or use of package/container not meeting DOT specifications; offered/transported FORBIDDEN material aboard an aircraft. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a)(2), 172.400(a), 172.402(a)(1), 172.402(a)(2), 172.6, 172.600(c), 172.602(b)(2), 172.602(b)(3), 172.604(a)(1), 172.604(a)(2), 172.604(a)(3), 172.604(b), 172.702(a), 172.704(a)(1), 173.1(b), 173.24(a)(3), 173.24(b)(1), 173.24(b)(2), 173.27(e)] Case No. 2000SO720076	\$9,000

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
RAYMOND, TANYA LOUISE (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(1), 172.204(c)(2), 172.300(a), 172.301(a)(1), 172.400(a), 172.600(c)(1), 172.600(c)(2)] Case No. 2003WP700120	\$300
RC WESTERN MEATS (Shipper)	Failed to prepare shipment or train hazmat employees in accordance with the regulations. [173.1(b)] Case No. 2003GL700417	\$250
RECREONICS, INC. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; used improper package/container or use of package/container not meeting DOT specifications; offered/transported FORBIDDEN material aboard an aircraft. [171.2(a), 172.200(a), 172.300(a), 172.312(a), 172.400(a), 172.6, 172.704, 173.1(b), 173.202, 173.24(f), 173.27(d)] Case No. 2000SO730424	\$20,000
REED, MICHAEL (Shipper)	Offered hazardous materials improperly labeled and with improper shipping papers; offered/transported hazmat not authorized for the Packing Group III performance level. [171.2(a), 172.200(a), 172.3, 172.400(a), 172.6, 173.203(a)] Case No. 2000SO760411	\$3,750
REHEIS, INC. (Shipper)	Failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [171.2(a), 172.702(a), 172.702(b), 172.704(a)(1), 172.704(a)(2)(i), 172.704(c)(1), 172.704(c)(2), 172.704(d)] Case No. 2003EA700347	\$3,000
RENT-A-CENTER (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.301(a), 172.400(a), 172.6, 172.602(b)(3), 172.604(a)(3), 173.24a(a)(3), 173.24(b)(2)] Case No. 2003SO700056	\$15,000
REPUBLIC-LAGUN MACHINE TOOL CO. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; used improper package/container that allowed release of hazardous materials into the environment. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a)(2), 172.400(a), 172.600(c)(1), 172.600(c)(2), 172.702(a), 172.704(a)(2), 173.173, 173.24(b)(1)] Case No. 1999SO730342	\$26,950
RESTON HOSPITAL CENTER (Shipper)	Failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [171.2(a), 172.201, 172.702(a), 172.702(b), 172.702(d), 172.704(a), 172.704(c), 172.704(d)] Case No. 2003EA700123	\$2,000
REVLON (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; offered/transported hazmat not authorized for the Packing Group III performance level. [171.2(a), 172.200(a), 172.300(a), 172.312(a)(2), 172.400(a), 172.600(c)(2), 173.203] Case No. 2001SO730093	\$45,000

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
RICHARDSON, RUTH (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; transported FORBIDDEN explosives. [171.2(a), 172.101(d)(1), 172.200(a), 172.201(d), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.300(a), 172.301(a), 172.400(a), 173.21(b)] Case No. 2003AL700036	\$250
ROBBINS (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; used improper package/container that allowed release of hazardous materials into the environment. [171.2(a), 172.200(a), 172.300(a), 172.312(a), 172.400(a), 172.600(c), 172.702, 173.1(b), 173.24(b)(1)] Case No. 2002SO730228	\$20,000
RODRIGUES, JULIO (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; used improper package/container that allowed release of hazardous materials to the environment. [171.2(a), 172.200(a), 172.201(d), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.400(a), 172.600(c), 173.24(b)(1)] Case No. 2003WP700302	\$250
RUGER CHEMICAL COMPANY, INC. (Shipper)	Failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [172.702(a), 172.702(b), 172.702(d), 172.704(a)(1), 172.704(a)(2)(i), 172.704(c)(2), 172.704(d)] Case No. 2003EA700243	\$3,500
RUST-OLEUM CORPORATION (Shipper)	Failed to comply with the general duties and requirements of the hazardous materials regulations. [171.2(a)] Case No. 2001SO730358	\$8,500
RUTGERS UNIVERSITY (Shipper)	Failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [172.702(a), 172.702(b), 172.702(d), 172.704(a)(1), 172.704(c)(2), 172.704(d)] Case No. 2003EA700210	\$750
S AND K AIR POWER TOLL AND SUP (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training; failed to properly mark overpack with the required shipping name and identification number of hazmat. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.301(a), 172.400(a), 172.402(a)(1), 172.600(c), 172.602(b)(1), 172.602(b)(2), 172.602(b)(3), 172.604(a)(1), 172.604(a)(2), 172.604(a)(3), 172.604(b), 172.702(a), 172.702(d), 172.704(a)(1), 172.704(a)(2), 172.704(a)(3), 172.704(d), 173.1(b), 173.25(a)(2), 173.25(a)(4)] Case No. 2000SO730214	\$5,000
SAFEWAY, INCORPORATED (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(c)(2), 172.204(c)(3), 172.3, 172.301(a), 172.4, 172.400(a), 172.6, 172.600(c)(1)] Case No. 2003SW710002	\$38,000

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
SAMPSON COATING, INC. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; offered/transported FORBIDDEN material aboard an aircraft. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a)(2), 172.400(a), 172.600(c)(1), 172.600(c)(2), 173.173, 173.202, 173.203, 173.24(b)(1), 173.27(d)] Case No. 2001SO730235	\$18,750
SCHLOSSER FORGE COMPANY (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; used improper package/container that allows release of hazardous materials into the environment. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.202(b), 172.202(c), 172.204, 172.204(a), 172.204(c)(1), 172.204(c)(2), 172.204(c)(3), 172.3, 172.301(a), 172.304(a)(1), 172.400(a), 172.600(c)(1), 173.1(b), 173.24(b)(1)] Case No. 2000NE710136	\$7,000
SEA WORLD OF FLORIDA, INC. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training; failed to properly mark overpack with the required shipping name and identification number of hazmat. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(5), 172.203(a), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.301(c), 172.400(a), 172.402(a)(1), 172.600(c), 172.602(b)(1), 172.602(b)(2), 172.602(b)(3), 172.604(a)(1), 172.604(a)(2), 172.604(a)(3), 172.604(b), 172.702(a), 172.702(d), 172.704(a)(1), 172.704(a)(2), 173.1(b), 173.22, 173.25(a)(2), 173.25(a)(4)] Case No. 2000SO760162	\$31,000
SHAW PIPELINE SERVICES (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; offered/transported hazmat not authorized for the Packing Group I or II performance level; offered/transported FORBIDDEN material aboard an aircraft. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.203(f), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.301(b), 172.312(a)(2), 172.400(a), 172.402(a)(1), 172.402(a)(2), 172.402(c), 172.600(c), 172.602(b)(1), 172.602(b)(2), 172.602(b)(3), 172.604(a)(1), 172.604(a)(2), 172.604(b), 172.702(a), 173.1(b), 173.202, 173.27(b)(3), 173.27(e)] Case No. 2001SO730371	\$22,500
SHIPLEY COMPANY, LLC. (Shipper)	Offered hazardous materials without emergency response information; failed to prepare shipment or train hazmat employees in accordance with the regulations.[171.2(a), 172.600(c)(1), 172.600(c)(2), 172.604(a), 173.1(b)] Case No. 2003EA700319	\$6,500

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
SICPA SECURINK CORPORATION (Shipper)	Failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [172.702(a), 172.702(b), 172.702(d), 172.704(a)(2)(i), 172.704(c)(2), 172.704(d)] Case No. 2003EA700257	\$5,000
SIGN RESOURCE (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; failed to prepare shipment or train hazmat employees in accordance with the regulations. [171.2(a), 172.200(a), 172.201(d), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.400(a), 172.600(c), 172.600(c)(1), 172.600(c)(2), 172.702(a), 173.1(b), 173.24(b)(1), 173.24(b)(2), 173.3(a)] Case No. 2003EA740003	\$7,500
SIGN TECH ELECTRICAL ADVERTISING (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; offered/transported FORBIDDEN material aboard an aircraft.[171.2(a), 172.200(a), 172.202, 172.204, 172.3, 172.301(a), 172.304(a)(1), 172.400(a), 172.600(c), 172.702(a), 173.1(b), 173.22(a), 173.27(b)(1)] Case No. 2003NM700026	\$10,500
SIKA CORPORATION (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; offered/transported hazmat not authorized for the Packing Group III performance level. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.301(a), 172.400(a), 172.6, 172.602(b)(3), 172.604(a)(3), 173.203] Case No. 2002SO730147	\$26,600
SOUTHWEST AIRLINES CO. (Shipper)	Offered hazardous materials; offered/transported unauthorized hazmat aboard an aircraft. [171.2(a), 171.2(b), 175.3, 175.30(a)(2)] Case No. 2001GL740060	\$5,000
SPORTSMAN'S CYCLE AND ATV (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers. [171.2(a), 172.200(a), 172.300(a), 172.400(a), 172.600(c), 173.1(b)] Case No. 2002SO760069	\$13,000
STARLIGHT NAIL AND BEAUTY SUPP (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a), 172.400(a), 172.600(c), 172.702(a), 172.704(d), 173.1(b), 173.22] Case No. 2001SO760088	\$25,000
STICKELS, KIRK (Shipper)	Offered hazardous materials with improper shipping papers. [171.2(a), 172.200(a)] Case No. 2003AL700042	\$250

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
STOLT OFFSHORE (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees. [171.2(a), 172.200(a), 172.202, 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.202(b), 172.202(c), 172.204, 172.204(a), 172.204(c)(1), 172.204(c)(2), 172.204(c)(3), 172.3, 172.301(a), 172.304(a)(1), 172.400(a), 172.600(c)(1), 172.702(a)] Case No. 2003NE700008	\$4,000
SUPER VACUUM MANUFACTURING (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; offered/transported FORBIDDEN material aboard an aircraft. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(5), 172.203(f), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.6, 172.602(b)(3), 172.702(a), 172.704(a)(2), 173.220(b), 173.27(b)(1)] Case No. 2000SO730046	\$20,000
SWEET PEAS, INC. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; used improper package/container or use of package/container not meeting DOT specifications. [171.2(a), 172.200(a), 172.300(a), 172.400(a), 172.600(c), 172.702(a), 173.24(b)(1)] Case No. 2001SO730060	\$5,000
SWISS AMERICAN PRODUCTS, INC. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; failed to properly mark overpack with the required shipping name and identification number of hazmat. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.301(a), 172.400(a), 172.6, 172.602(b)(3), 172.604(a)(1), 172.702(a), 172.704(a)(1), 172.704(a)(2), 172.704(a)(3), 173.25(a)(2)] Case No. 2001SO710316	\$12,000
SYBRON CHEMICALS (Shipper)	Failed to conduct required initial and/or recurrent training. [172.702(a), 172.702(b), 172.702(d), 172.704(a)(1), 172.704(a)(2)(i), 172.704(c)(1)] Case No. 2003EA700383	\$3,000
TAPIA, EUSEBIO (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.202, 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.204(a), 172.3, 172.301(a), 172.400(a), 172.6, 172.602(a), 172.604(a)(1), 172.604(a)(2), 172.604(a)(3), 173.1(b)] Case No. 2002WP730031	\$500
TEXAS CIRCUITRY, INC. (Shipper)	Failed to conduct required initial and/or recurrent training. [172.702(a), 172.702(b)] Case No. 2003SW700094	\$1,250
TEXAS FORWARDING SERVICES, INC. (Shipper)	Failed to conduct required initial and/or recurrent training. [172.702(a), 172.702(b)] Case No. 2003SW700047	\$1,000

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
TG MISSOURI CORPORATION (Shipper)	Offered hazardous materials with no or improper shipping papers; offered hazardous materials without emergency response information. [172.200(a), 172.202(a)(1), 172.202(a)(3), 172.202(a)(4), 172.604(a)(1)] Case No. 2003CE700079	\$4,000
THE JOHN K BURCH COMPANY (Shipper)	Offered hazardous materials improperly labeled with improper shipping papers; failed to train hazmat employees. [172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(5), 172.400(a), 172.702(a)] Case No. 2002GL720021	\$12,000
THE NASSAL COMPANY (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; used improper package/container that allows release of hazardous materials into the environment; offered/transported FORBIDDEN material aboard an aircraft. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a)(2), 172.400(a), 172.404(a), 172.600(c)(1), 172.600(c)(2), 172.702(a), 173.202, 173.24(a)(3), 173.24(b)(1), 173.27(e)] Case No. 2000SO730437	\$30,000
THE NEW PIPER AIRCRAFT, INC. (Shipper)	Offered hazardous materials with no or improper shipping papers; offered hazardous materials without emergency response information; improperly packaged equipment/machinery with containing hazardous materials. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.300(a), 172.301(a), 172.312(a), 172.400(a), 172.402(a)(1), 172.600(c), 173.1(b), 173.222] Case No. 2001SO730075	\$34,000
THORTEX AMERICA (Shipper)	Offered hazardous materials with no or improper shipping papers; offered hazardous materials without emergency response information; offered/transported hazmat not authorized for the Packing Group III performance level. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a)(2), 172.400(a), 172.402(a)(1), 172.600(c)(1), 172.600(c)(2), 173.203] Case No. 2001SO730375	\$21,250
TIDWELL, SANDRA (Shipper)	Offered hazardous materials with no or improper shipping papers; offered hazardous materials without emergency response information; offered/transported FORBIDDEN material aboard an aircraft. [171.2(a), 172.200(a), 172.202, 172.203(f), 172.3, 172.301(a), 172.304(a)(1), 172.400(a), 172.600(c), 173.1(b), 173.27(b), 173.62(c)] Case No. 2003NM700065	\$625
TIMBERLAND COMPANY (Shipper)	[ICA.1,4.2.1A, ICA.3,10, ICA.4,4.1.3B, ICA.4,4.1.3D, ICA.4,4.1.3F ICA5,3.1.1, ICA.5,3.2.1, ICA.5,4.1.1, ICA.5,4.1.2] Case No. 2001SO710302	\$24,000

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
TORO, ENRIQUE (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.202(a), 172.204(a), 172.301(a), 172.400(a), 172.600(c)] Case No. 2000SO750063	\$1,500
UNICELL BODY COMPANY, INC. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; offered/transported FORBIDDEN hazmat; failed to conduct required initial and/or recurrent training; offered/transported hazmat not authorized for the Packing Group III performance level; used improper package/container or use of package/container not meeting DOT specifications. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a)(2), 172.404(a), 172.6, 172.602(b)(3), 172.604(a)(3), 172.702(a), 172.704(a)(1), 172.704(a)(2), 172.704(a)(3), 173.203, 173.24] Case No. 2000SO730137	\$45,000
UNIDARE (Shipper)	Failed to train hazmat employees. [172.702(a)] Case No. 2002GL76009	\$3,000
UNILEVER UNITED STATES, INC. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; failed to train hazmat employees; used improper package/container that allows release of hazardous materials into the environment. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(5), 172.204(a), 172.3, 172.301(a), 172.316(a), 172.316(a)(1), 172.316(c), 172.702(a), 173.24(b)(1)] Case No. 2002WP730050	\$20,000
UNITED DEFENSE, LP. ARMAMENT SYSTEMS (Shipper)	Failed to properly follow ICAO technical instructions. [171.11(a), 171.2(a)] Case No. 2003GL700239	\$3,000
UNIVERSAL STUDIOS (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.201(d), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.400(a), 172.600(c), 173.21(i), 173.308(a)(4)] Case No. 2004AL700004	\$10,000
UNIVERSITY OF ALASKA FAIRBANKS (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(1), 172.204(c)(2), 172.600(c)(1), 172.600(c)(2)] Case No. 2004AL700003	\$5,000
US AIRWAYS, INC. (Shipper)	Failed to provide required training for the handling or carriage of dangerous articles and magnetized materials [121.433A(a)] Case No. 2003EA700148	\$7,500

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
VAN BEEK GLOBAL (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; offered/transported hazmat not authorized for the Packing Group III performance level; used improper package/container that allows release of hazardous materials to the environment. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a), 172.400(a), 172.600(c)(1), 172.600(c)(2), 172.702(a), 173.203, 173.24(b)(1)] Case No. 2001SO730248	\$10,000
VANDER STOEP, CRAIG (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; offered/transported FORBIDDEN material aboard an aircraft. [171.2(a), 172.200(a), 172.202, 172.203(f), 172.3, 172.301(a), 172.304(a)(1), 172.400(a), 172.600(c), 173.1(b), 173.27(b)(1), 173.27(b)(4)] Case No. 2003NM700115	\$1,000
VERWATER ENVIRONMENTAL, LLC. (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees. [172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.604(a)(1), 172.702(a)] Case No. 2003CE700084	\$1,425
VI-JON LABORATORIES (Shipper)	Offered hazardous materials improperly marked and with improper shipping papers; failed to train hazmat employees. [172.200(a), 172.202(a)(1), 172.202(a)(2), 172.301(a)(1), 172.316(a)(1), 172.702(a)] Case No. 2003CE700072	\$3,000
VITRONICS, INC. (Shipper)	Offered hazardous materials; failed to conduct required initial and/or recurrent training; employee performed hazmat function(s) without required hazmat training. [171.2(a), 172.702(a), 172.702(b), 172.702(d), 172.704(a)(1), 172.704(a)(2)(i), 172.704(c)(2), 172.704(d)] Case No. 2003EA700160	\$1,100
VWR INTERNATIONAL (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information. [172.200(a), 172.300(a), 172.301(a), 172.400(a), 172.600(c)(1), 172.600(c)(2)] Case No. 2002EU750027	\$49,000
WALKER, ROY ROSCOE III (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; offered/transported FORBIDDEN material aboard an aircraft. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.203(f), 172.204(a), 172.204(c)(2), 172.301(a), 172.400(a), 172.402(c), 172.600(c), 173.186(c), 173.27(b)(1), 173.62, 173.24] Case No. 2002SO710114	\$2,000
WE TRUCKING (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; used improper package/container or use of package/container not meeting DOT specifications. [171.2(a), 172.200(a), 172.202, 172.204, 172.3, 172.301(a), 172.400(a), 172.600(c), 173.24(b)(1)] Case No. 2002WP710078	\$27,000

Federal Aviation Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
WELLA MANUFACTURING OF VIRGINIA (Shipper)	Offered hazardous materials without shipping papers. [172.201(e)] Case No. 2003EA700324	\$2,500
WELLBORN FOREST PRODUCTS (Shipper)	Offered hazardous materials improperly labeled, marked, and with improper shipping papers; offered hazardous materials without emergency response information; failed to train hazmat employees; used improper package/container that allows release of hazardous materials into the environment. [171.2(a), 172.200(a), 172.202(a)(1), 172.202(a)(2), 172.202(a)(3), 172.202(a)(4), 172.202(a)(5), 172.204(a), 172.204(c)(2), 172.204(c)(3), 172.300(a), 172.301(a), 172.312(a), 172.400(a), 172.600(c)(1), 172.600(c)(2), 172.702(a), 172.704(a)(2), 173.24(b)(1)] Case No. 1999SO730253	\$25,000

Federal Motor Carrier Safety Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
A & B TRANSPORTATION, INC. (Carrier)	Failed to provide hazmat security awareness training; offered/transported hazmat without a security plan conforming to Subpart requirement. [172.704(a)(4), 172.800(b)] Case No. NM-2004-0051-US0667	\$28,120
A & M OIL COMPANY (Carrier)	Failed to train hazmat employees as required; offered/transported hazmat without a security plan conforming to Subpart requirement; used hazmat cargo tank not inspected/retested [180.407 172.704(a), 172.800(b), 180.407(a)]	\$21,030
A.D. CONNER, INC. (Cargo Tank Facility)	Failed to renew registration every 6 years. [107.504(a)] Case No. IL-2004-0072-US0769	\$3,550
ABF FREIGHT SYSTEM, INC. (Carrier)	Failed to provide to a motor carrier the required placards; failed to maintain proper accessibility of shipping papers. [172.506(a), 177.817(e)] Case No. MN-2004-0147-MN0671	\$28,120
ACCURATE ARMS CO., INC. (Shipper)	Failed to mark non-bulk packages of hazmat with shipping name and ID number; failed to locate hazmat label on same surface of package near shipping name mark. [172.301(a)(1), 172.406(a)(ii)] Case No. IA-2004-0092-US0245	\$5,104
ACID WORKS, LLC. (Carrier/Shipper)	Offered/transported hazmat without a security plan conforming to Subpart requirement. [172.800(b)] Case No. CA-2004-0011-US0583	\$2,970
ACUITY SPECIALTY PRODUCTS GROUP, INC. (Carrier/Shipper)	Offered explosive material for transport not properly packaged. [171.2(a)] Case No. TN-2004-0037-US0712	\$1,900
ADVANCED PAVING & CONSTRUCTION CO, INC. (Carrier/Shipper)	Failed to secure hazmat container against movement in transit; transported detonator or primer with Div 1.1-1.4, blast agent, det cord.; transported Class 1 explosive in vehicle not covered or tailgate open. [177.834(a), 177.835(g), 177.835(h)] Case No. KY-2004-0031-US0715	\$21,450
AIR PRODUCTS & CHEMICALS, INC. (Cargo Tank Facility)	Offered explosive material for transport not properly packaged. [171.2(a)]	\$11,380
AK STEEL CORPORATION (Shipper)	Failed to include 0.2 % water; failed to include “Not for Q and T tanks” on shipping paper—Anhydrous AM; failed to retrain hazmat employees every three years; offered/accepted hazmat in an unauthorized cargo tank motor vehicle. [172.203(h)(1)(i), 172.203(h)(1)(ii), 172.704(c)(2), 173.33(a)] Case No. OH-2004-0019-US0482	\$16,410
ALLIED UNIVERSAL CORPORATION (Carrier/Shipper)	Failed to properly mark a package of hazardous materials. [172.300(a)] Case No. OH-2004-0047-US0482	\$6,104
ALLSTATE INSURANCE COMPANY (Carrier/Shipper)	Hazmat overpack container not properly marked.[173.25(a)(2)]	\$5,200
AMERICAN AG AVIATION (Carrier/Shipper)	Offered hazardous materials for transport without registering with DOT. [107.608(b)] Case No. CA-2004-0223-US0416	\$2,000

Federal Motor Carrier Safety Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
AMERICAN INKS & COATINGS CORP. (Shipper)	Offered a hazmat without preparing any shipping papers; failed to properly label hazmat container or package. [172.200(a), 172.400(a)] Case No. TN-2004-0046-US0302	\$2,360
AMERICAN METALS RECOVERY CORP. (Shipper)	Two or more hazardous material in a cargo tank resulting in an unsafe condition. [173.33(a)(2)] Case No. NJ-2004-0058-US0486	\$7,150
AMERICAN PROMOTIONAL EVENTS, INC.—EAST COAST (Carrier)	Failed to placard a vehicle as required. [172.504(a)] Case No. MN-2004-0216-US0463	\$4,740
AMERICAN WAY TRANSPORTATION, INC. (Carrier)	Failed to instruct employee in hazmat regulations. [177.800(c)] Case No. LA-2004-0056-US0788	\$2,010
AMERIGAS PROPAND LP DBA PROPANE TRANSPORT INTERNATIONAL (Carrier/Shipper)	Transported a shipment of hazardous material without a proper shipping paper. [177.817(a)] Case No. OH-2004-0033-US0482	\$7,540
AMERIGAS PROPAND LP DBA PROPANE TRANSPORT INTERNATIONAL (Carrier/Shipper)	Transported hazmat in non-bulk package with identifiable release of hazmat. [173.24(b)(1)] Case No. WY-2004-0038-US0633	\$10,000
AMEROCHEM CORPORATION (Carrier)	Failed to train hazmat employee in function specific training. [180.352(b), 172.704(a)(2), 180.352(b)] Case No. NC-2004-0073-US0056	\$11,520
AMES CONSTRUCTION, INC. (Carrier/Shipper)	Used a hazmat cargo tank not inspected/retested. [180.407, 180.407(a)] Case No. MN-2004-0139-US0417	\$4,560
AMSAN MINNESOTA INCORPORATED (Carrier/Shipper)	Failed to provide an emergency response phone number; failed to instruct employee in hazmat regulations. [172.604(a), 177.800(c)] Case No. MN-2004-0122-MN0657	\$12,030
ARMANDO SOTELO (Carrier)	No copy of Certification of registration or registration number on subject vehicle. [107.620(b)] Case No. MX-2004-0501-US0879	\$5,600
ARROW DISTRIBUTING, INC. (Carrier/Shipper)	Failed to instruct employee in hazmat regulations. [177.800(c)] Case No. NE-2004-0075-US0851	\$4,608
ARROW LOGISTICS, INC. (Carrier/Shipper)	Offered/transported hazmat without a security plan conforming to Subpart requirement; failed to instruct employee in hazmat regulations. [172.800(b), 177.800(c)] Case No. IL-2004-0127-US0769	\$7,358
AURORA COOP ELEVATOR COMPANY (Shipper)	Offered explosive material for transport not properly packaged; offered a hazardous material without preparing a shipping paper; failed to retrain hazmat employees every three years. [171.2(a), 172.200(a), 172.704(c)(2)] Case No. NE-2004-0055-US0872	\$15,830

Federal Motor Carrier Safety Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
AUSTIN POWDER COMPANY (Carrier/Shipper)	Offered explosive material for transport not properly packaged; failed to enter exemption number; failed to retrain hazmat employees every three years; used a specification intermediate bulk container not inspected or retested. [171.2(a), 172.203(a), 172.704(c)(2), 180.352(a)] Case No. IN-2004-0158-US0089	\$27,590
AUTOTRANSPORTES CORPORATIVOS DE NUEVO LAREDO S.A DE C.V (Carrier)	Failed to secure container of hazmat against movement in transit. [177.834(a)] Case No. MX-2004-0063-US1138	\$7,000
AVIRON TERMINAL TRANSPORT, LLC. (Carrier)	Failed to train hazmat employees as required. [172.704(a)] Case No. NJ-2004-0025-US0486	\$3,200
B&M ROOFING OF COLORADO, INC. (Carrier)	Offered a hazmat without preparing a shipping paper; failed to placard a vehicle as required. [172.200(a), 172.504(a)] Case No. CO-2004-0152-CO1184	\$20,700
BAKER TRUCKING, INC. (Carrier/Shipper)	Used a hazmat cargo tank not inspected/retested. [180.407. 180.407(a)] Case No. IN-2004-0069-US0861	\$7,170
BARTON LEASING (Carrier)	Offered a hazmat without preparing a shipping paper; failed to familiarize/train hazmat employee. [172.200(a), 172.704(a)(1)] Case No. CO-2004-0075-US0873	\$18,320
BCT, INC. (Carrier)	Failed to instruct employee in hazmat regulations. [177.800(c)] Case No. ID-2004-0039-US0755	\$2,840
BERNZOMATIC CORPORATION (Carrier)	Hazmat overpack container not properly marked. [173.25(a)(2)] Case No. OH-2004-0161-US0870	\$8,260
BG PRODUCTS, INC. (Shipper)	Failed to train hazmat employees as required. [172.704(a)]	\$2,840
BIRCH CREEK CONSTRUCTION, INC. (Carrier)	Transported a shipment of hazardous material without a shipping paper. [177.817(a)] Case No. OR-2004-0003-US0479	\$3,680
BOB'S DAIRY SUPPLY, INC. (Carrier/Shipper)	Failed to train hazmat employees as required. [172.704(a)] Case No. WI-2004-0143-US0563	\$2,000
BOC GASES, INC. (Carrier)	Hazmat overpack container not properly marked. [173.25(a)(2)]	\$2,000
BORNE HOLDING CO, INC. (Carrier)	Failed to train hazmat employees as required. [172.704(a)] Case No. NJ-2004-0085-US1080	\$5,350
BRADLEY INDUSTRIES CHEMICALS, INC. (Carrier/Shipper)	Failed to train hazmat employees as required. [172.704(a)] Case No. TN-2004-0043-US1176	\$2,620

Federal Motor Carrier Safety Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
BUCKY PARENT (Carrier/Shipper)	Failed to instruct employee in hazmat regulations; transported a shipment of hazardous material without a proper shipping paper. [177.800(c), 177.817(a)] Case No. NM-2004-0011-US0667	\$1,690
BULKMATIC TRANSPORT CO., INC. (Carrier)	Offered explosive material for transport not properly packaged. [171.2(a)] Case No. GA-2004-0022-US1096	\$10,000
BULLDOG HIGHWAY EXPRESS (Carrier)	Transported hazmat per IMDG without meeting additional requirements. [171.12(b)] Case No. SC-2004-0018-US0821	\$7,000
C & R DISTRIBUTING, INC. (Carrier/Shipper)	Failed to train hazmat employees as required. [172.704(a)] Case No. TX-2004-0729-US0738	\$2,630
C. H. BRADSHAW COMPANY (Cargo Tank Facility)	Failed to perform an external visual inspection as prescribed. [180.407(d)] Case No. OH-2004-0082-US0482	\$7,030
CABELLO CANALES WORLDWIDE, LP. (Carrier)	Moved a vehicle containing hazmat which was un-marked/un-placarded. [177.823(a)] Case No. MX-2004-0606-US1135	\$7,000
CABOT OIL AND GAS CORPORATION (Carrier/Shipper)	Offered/transported hazmat without a security plan conforming to Subpart requirement. [172.800(b)] Case No. WV-2004-0023-US0197	\$2,920
CACE TRUCKING, INC. (Carrier)	Failed to instruct employee in hazmat regulations. [177.800(c)]	\$5,340
CALIDAD ENVIROMENTAL SERVICES (Carrier/Shipper)	Transported a shipment of hazardous material without a proper shipping paper. [177.817(a)] Case No. MX-2004-0119-US0968	\$7,000
CANDYLAND EXPRESS, INC. (Carrier)	Offered/transported hazmat without a security plan conforming to Subpart requirement. [172.800(b)] Case No. PA-2004-0058-US0645	\$2,320
CANNONBALL EXPRESS TRANSPORTATION CO., LLC. (Carrier)	Failed to instruct employee in hazmat regulations. [177.800(c)] Case No. NE-2004-0930-US0851	\$5,960
CARDENAL EXPRESS S A DE C V (Carrier)	Failed to placard a vehicle as required. [172.504(a)]	\$1,000
CAROLINA CHEMICAL EQUIPMENT COMPANY, INC. (Carrier/Shipper)	Failed to instruct employee in hazmat regulations; failed to train hazmat employees as required. [177.800(c), 172.704(a)] Case No. SC-2004-0199-SC0045	\$4,830
CEPACO, INC. (Shipper)	Failed to familiarize/train hazmat employee. [172.704(a)(1)] Case No. MS-2004-0050-US0440	\$2,500
CGRS, INC. (Cargo Tank Facility)	Failed to provide function specific training to employees; failed to provide function specific training to employees; failed to perform an external visual inspection as prescribed. [172.704(a)(2), 180.407(d)] Case No. CO-2004-0081-US0366	\$10,110

Federal Motor Carrier Safety Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
CHAOSLAND SERVICES, LLC. (HM Carrier/Shipper)	Offered/accepted hazmat in an unauthorized cargo tank motor vehicle. [173.33(a)] Case No. KS-2004-0057-US0833	\$2,000
CIMCO SALES (Shipper)	Failed to enter proper description of hazmat on shipping paper; failed to train hazmat employees as required; offered/transported hazmat without a security plan conforming to Subpart requirement. [172.202(a), 172.704(a), 172.800(b)] Case No. WA-2004-0097-US0483	\$4,170
CITY DELIVERY, INC. (Carrier)	Offered/transported hazmat without a security plan conforming to Subpart requirement; transported a shipment of hazardous material without a proper shipping paper. [172.800(b), 177.817(a)] Case No. WA-2004-0079-US0701	\$2,640
CLIMAN TRANSPORTATION OF THE CAROLINAS (Carrier)	Offered/transported hazmat without a security plan conforming to Subpart requirement. [172.800(b)] Case No. SC-2004-0016-US0821	\$3,020
COASTAL TRANSPORT CO, INC. (Cargo Tank Facility)	Failed to retrain hazmat employees every three years; failed to perform leakage test as prescribed. [172.704(c)(2), 180.407(h)] Case No. OH-2004-0219-US0482	\$16,330
COATINGS SOLUTIONS, LLC. (Carrier/Shipper)	Offered a hazardous material without preparing a shipping paper. [172.200(a)] Case No. IL-2004-0194-US0863	\$1,500
CODER X-RAY SERVICE (Carrier/Shipper)	Failed to instruct employee in hazardous materials regulations; transported a hazmat shipment without a proper shipping paper. [177.800(c), 177.817(a)]	\$1,940
COLORADO GROUNDWATER RESOURCE SERVICE, INC. (Carrier/Shipper)	Failed to train hazmat employee in function specific training; failed to perform an external visual inspection as prescribed. [172.704(a)(2), 180.407(d)]	\$10,110
CONSTRUCTION MATERIALS LTD., INC. (Carrier/Shipper)	Failed to retrain hazmat employees every three years. [172.704(c)(2)] Case No. AL-2004-0140-US0519	\$5,340
CORNHUSKER MOVING GROUP, INC. (Carrier)	Failed to instruct employee in hazmat regulations. [177.800(c)] Case No. NE-2004-0078-US0851	\$5,760
CPQ COLORCHROME, INC. (Shipper)	Failed to enter proper description of hazmat on shipping paper. [172.202(a)] Case No. TN-2004-0034-US0712	\$1,900
CYC EXPRESS, INC. (Carrier)	Failed to instruct employee in hazmat regulations; failed to comply with the FMCSR when transporting hazmat. [177.800(c), 177.804] Case No. NM-2004-0026-US0246	\$8,130
D & D PROVES IT, INC. (Cargo Tank Facility)	Misrepresented a package of hazmat, Substance/Waste as in compliance. [171.2(f)(1)] Case No. KS-2004-0009-US0295	\$1,800
D F BAILEY, INC. (Carrier/Shipper)	Offered a hazmat without preparing a shipping paper. [172.200(a)] Case No. KY-2004-0045-US0312	\$7,600
DAFFINSON TRANSPORT, LLC. (Carrier/Shipper)	Failed to train hazmat employees as required. [172.704(a)] Case No. WI-2004-0110-US0586	\$1,910

Federal Motor Carrier Safety Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
DAMRON HOLDING COMPANY, LLC. (Cargo Tank Facility)	Manufactured/assembled/etc. a specification tank without registering. [107.502(b)] Case No. FL-2004-0159-US0094	\$2,000
DEEP SOUTH WHOLESALE PAPER, INC. (Carrier)	Failed to train hazmat employees as required. [172.704(a)] Case No. MS-2004-0001-US0440	\$4,850
DEER LODGE ASPHALT, INC. (Carrier/Shipper)	Transported hazmat without having registered with DOT; transported a shipment of hazardous material without a proper shipping paper. [107.608(b), 177.817(a)] Case No. MT-2004-0016-US0436	\$3,070
DIAMOND A ENTERPRISE, INC. (Carrier)	Failed to provide security awareness training; failed to provide security awareness training. [172.704(a)(4), 172.704(a)(5)]	\$8,220
DIAMOND HEAD PETROLEUM, INC. (Carrier/Shipper)	Failed to maintain tank manufacturer's report or certificate and paper. [180.417(a)(1)] Case No. HI-2004-0014-US0760	\$9,930
DIRECT PROPANE, INC. (Carrier)	Transported hazmat without having registered with DOT; used hazmat cargo tank not inspected/retested. [180.407, 107.608(b), 180.407(a)] Case No. PA-2004-0015-US0508	\$1,990
DIVERSEY CORP. (Carrier/Shipper)	Offered a hazmat in an unauthorized package. [173.22(a)(2)]	\$11,380
DOUSE TRUCKING, INC. (Carrier)	Failed to train hazmat employees as required. [172.704(a)] Case No. DE-2004-0010-US0756	\$1,430
DRAGON PRODUCTS, LTD. (Cargo Tank Facility)	Failed to familiarize/train hazmat employee; offered/transported hazmat without a security plan conforming to Subpart requirement. [172.704(a)(1), 172.800(b)] Case No. OH-2004-0217-US0482	\$6,370
DYNAMED HEALTHCARE SYSTEMS (Carrier/Shipper)	Failed to enter proper description of hazmat on shipping paper. [172.202(a)] Case No. TN-2004-0038-US0712	\$1,900
DYNO NOBEL TRANSPORTATION, INC. (Carrier)	Failed to instruct employee in hazmat regulations. [177.800(c)] Case No. MO-2004-0246-US0849	\$2,620
E&M LEASING, LLC. (Carrier)	Transported hazmat without having registered with DOT; failed to train hazmat employees as required. [107.608(b), 172.704(a)] Case No. CO-2004-0151-US0366	\$1,990
EARTH LOGISTICS, INC. (Carrier)	Failed to instruct employee in hazmat regulations. [177.800(c)] Case No. IL-2004-0014-US0853	\$5,260
EASTERN FREIGHT FORWARDERS, INC. (Carrier/Shipper)	Failed to train hazmat employees as required. [172.704(a)] Case No. FL-2004-0051-US0485	\$2,540
ECONOMY PACKAGING, INC. (Shipper)	Failed to train hazmat employees as required. [172.704(a)] Case No. CA-2004-0016-US0684	\$2,840

Federal Motor Carrier Safety Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
EDELMIRO GARZA (Carrier)	Transported a shipment of hazardous material without a proper shipping paper. [177.817(a)]	\$7,000
EDWARD V QUAN (Carrier/Shipper)	Offered a hazmat without preparing a shipping paper; failed to mark non-bulk package of hazmat with shipping name and ID number; failed to properly label hazmat container or package; offered a hazmat in an unauthorized package. [172.200(a), 172.301(a)(1), 172.400(a), 173.22(a)(2)] Case No. VA-2004-0038-US0498	\$2,140
ENERGY ENTERPRISES, INC. (Shipper)	Transported a shipment of hazardous material without a proper shipping paper. [177.817(a)] Case No. HI-2004-0026-US0760	\$10,860
ENVIRONMENTAL CHEMICAL CORP. (HM Carrier/Shipper)	Offered/transported without a security plan conforming to Subpart requirement. [172.800(b)]	\$3,660
EVENSON EXPLOSIVES, LLC. (HM Carrier/Shipper)	Loaded/unloaded transport vehicles/Spec cargo tank with past due retest/reinspection date. [173.3, 173.33(a)(3)]	\$10,400
EXPRESS INTERNACIONAL SOTELO S A DE C V (Carrier)	No copy of Certificate of registration or registration number on subject vehicle. [107.620(b)]	\$5,600
FARMERS CO-OP OIL COMPANY INC (HM Carrier/Shipper)	Failed to provide hazmat security awareness training; offered/transported hazmat without a security plan conforming to Subpart requirement. [172.704(a)(4), 172.800(b)] Case No. WY-2004-0017-US0633	\$9,430
FARMERS SUPPLY ASSOCIATION (HM Carrier/Shipper)	Failed to mark cargo tank with shipping name/other markings; transported a hazmat shipment without a proper shipping paper; failed to maintain tank manufacturer's report or cert. and paper. [172.328(b), 177.817(a), 180.417(a)(1)] Case No. AR-2004-0065-US0244	\$14,990
FLETES SOTELO S A DE C V (Carrier)	No copy of Certificate of registration or registration number on subject vehicle. [107.620(b)]	\$7,000
FLORIDA INFUSION SERVICES, INC. (HM Carrier/Shipper)	Hazmat overpack container not properly marked. [173.25(a)(2)] Case No. OH-2004-0070-US0482	\$2,272
FLOYD ENERGY, INC. (Carrier)	Failed to placard a vehicle as required; failed to comply with [171.5, 172.504(a), 173.33(a)] Case No. VA-2004-0002-US0498	\$3,780
FORCE TECHNOLOGIES, LLC. (HM Carrier/Shipper)	Offered/transported hazmat without a security plan conforming to Subpart requirement. [172.800(b)] Case No. AR-2004-0083-US0244	\$3,760
FORSHAW DISTRIBUTION, INC. (Shipper)	Failed to train hazmat employees as required. [172.704(a)] Case No. IN-2004-0104-US0089	\$2,840
FRANK POTTER TRUCKING CO., INC. (Carrier)	Failed to instruct employee in hazmat regulations. [177.800(c)] Case No. MO-2004-0240-US1077	\$4,960
FRESH WAREHOUSING, INC. (HM Carrier/Shipper)	Failed to enter the proper description of hazmat on shipping paper. [172.202(a)] Case No. MO-2004-0189-US0591	\$2,316

Federal Motor Carrier Safety Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
FRIENDS GLOBAL LOGISTICS, INC. (Carrier)	Offered/transported hazmat without a security plan conforming to Subpart requirement. [172.800(b)] Case No. CA-2004-0077-US0876	\$2,100
FRONTIER TANK CENTER, INC. (Cargo Tank Facility)	Failed to perform an external visual inspection as prescribed; failed to perform repair to DOT spec cargo tank in accordance with NBIC in [180.407(d), 180.413(a)(1)] Case No. OH-2004-0084-US0482	\$14,290
FUJI PHOTO FILM USA, INC. (Shipper)	Hazmat overpack container not properly marked. [173.25(a)(2)] Case No. OH-2004-0164-US0482	\$2,840
GARY'S FUEL SERVICE, INC. (Carrier)	Failed to maintain tank manufacturer's report or certificate and paper. [180.417(a)(1)] Case No. NH-2004-0015-US0865	\$6,480
GENE BURDEN (Carrier)	Transported a shipment of hazardous material without a proper shipping paper. [177.817(a)] Case No. OK-2004-0005-US0218	\$660
GIBSON ENTERPRISES (Shipper)	Failed to mark non-bulk package of hazmat with shipping name and ID number. [172.301(a)(1)] Case No. OH-2004-0180-US0482	\$2,840
GL LOGISTICS, INC. (Carrier)	Failed to instruct employee in hazmat regulations. [177.800(c)] Case No. IL-2004-0187-US0769	\$2,840
GLOBAL ENERGY, INC. (Carrier)	Transported hazmat without having registered with DOT; failed to periodically test and inspect a cargo tank. [107.608(b), 180.407(c)] Case No. CO-2004-0104-CO3950	\$2,980
GLORIOUS COMPANY (Shipper)	Failed to mark non-bulk package of hazmat with shipping name and ID number; failed to locate label on same surface of package near shipping name mark; failed to use a label meeting minimum size specifications. [172.301(a)(1), 172.406(a)(ii), 172.407(c)] Case No. IA-2004-0046-US0245	\$27,288
GORDON PAVING CO., INC. (Carrier)	Failed to instruct employee in hazmat regulations. [177.800(c)] Case No. ID-2004-0009-US0763	\$5,340
GOVERNMENT SCIENTIFIC SOURCES (Shipper)	Failed to enter description requirements (Toxic Inhalation Hazard Zone number) on shipping paper. [172.203(m)(2)] Case No. TN-2004-0042-US1176	\$2,620
GRAY OIL COMPANY, INC. (Carrier/Shipper)	Offered a hazmat in an unauthorized package. [173.22(a)(2)] Case No. CO-2004-0074-US0559	\$3,970
GREAT LAKES CHEMICAL CORPORATION (Carrier)	Failed to familiarize/train hazmat employee; failed to train hazmat employee in function specific training; failed to train hazmat employee in safety training; failed to provide security awareness training; failed to periodically test and inspect a cargo tank. [172.704(a)(1), 172.704(a)(2), 172.704(a)(3), 172.704(a)(5), 180.407(c)] Case No. AR-2004-0047-US0698	\$20,950
GULF COAST BUSINESS SUPPLY CO., INC. (Shipper)	Failed to train hazmat employees as required. [172.704(a)] Case No. MS-2004-0051-US0440	\$2,840

Federal Motor Carrier Safety Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
H & O DISTRIBUTION, INCORPORATED (HM Carrier/Shipper)	Hazmat overpack container not properly marked. [173.25(a)(2)] Case No. OH-2004-0184-US0506	\$1,180
H & S CHEMICAL COMPANY (Shipper)	Hazmat overpack container not properly marked.[173.25(a)(4)] Case No. OH-2004-0069-US0696	\$2,272
HATCH CONSTRUCTION AND PAVING, INC. (HM Carrier)	Transported a shipment of hazardous material without a proper shipping paper. [177.817(a)] Case No. AZ-2004-0018-AZ5410	\$6,528
HATCHER FLEET SERVICES, LLC. (Carrier)	Transported hazmat without having registered with DOT; used hazmat cargo tank not inspected/retested. [180.407, 107.608(b), 180.407(a)] Case No. CO-2004-0078-CO3950	\$2,710
HECTOR HERNANDEZ TORRES (Carrier)	Failed to placard a vehicle as required; transported a shipment of hazardous material without a proper shipping paper; failed to brace containers of haz- mat to prevent relative motion. [172.504(a), 177.817(a), 177.834(g)] Case No. MX-2004-0426-US1138	\$21,000
HECTOR VASQUEZ (Carrier/Shipper)	Failed to instruct employee in hazmat regulations. [177.800(c)] Case No. NM-2004-0040-US0667	\$2,210
HIDDEN HOLLOW CONSTRUCTION, INC. (Carrier/Shipper)	Transported a shipment of hazardous material without a proper shipping paper. [177.817(a)] Case No. KY-2004-0063-US0312	\$6,500
HOP KEE PYROTECHNICS, LTD. (Shipper)	Failed to locate label on same surface of package near shipping name mark; failed to use a label that meets the specifications. [172.406(a)(ii), 172.407(b)] Case No. IA-2004-0045-US0245	\$50,400
HUGHTON W. DOUSE (Carrier)	Failed to train hazmat employees as required. [172.704(a)] Case No. DE-2004-0039-US0170	\$1,430
HULETT L P GAS SERVICE, INC. (Carrier)	Offered/transported without a security plan conforming to Subpart require- ment. [172.800(b)] Case No. WY-2004-0026-US0633	\$1,490
HUNLEY GAS, INC. (Carrier)	Transported an hazmat shipment without a proper shipping paper. [177.817(a)]	\$12,320
INDUSTRIAL CLEANUP, INC. (Carrier/Shipper)	Failed to instruct employee in hazmat regulations. [177.800(c)]	\$2,840
INTERNATIONAL CHEM CORP. (Shipper)	Failed to properly label hazmat container or package. [172.400(a)] Case No. TN-2004-0047-US0302	\$1,900
JE CRIDER & SON (Carrier)	Offered/transported hazmat without a security plan conforming to Subpart requirement. [172.800(b)]	\$2,100
J.W. HARRIS CO., INC. (Shipper)	Offered a hazmat in an unauthorized package. [173.22(a)(2)] Case No. MO-2004-0160-US0591	\$2,920
JEFFCO LEASING COMPANY, INC. (Carrier)	Failed to provide hazmat security awareness training. [172.704(a)(5)] Case No. MO-2004-0094-US0084	\$5,850

Federal Motor Carrier Safety Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
JEFFERSON FORWARDING, INC. (Carrier/Shipper)	Offered explosive material for transport not properly packaged; failed to train hazmat employees as required. [172.702(b), 171.2(a), 172.702(b), 172.704(a)] Case No. TX-2004-0532-US0673	\$3,090
JIM BREEN TRUCKING (Carrier)	Failed to instruct employee in hazmat regulations. [177.800(c)] Case No. CO-2004-0134-CO3025	\$2,250
JIM MITCHELL, INC. (Carrier/Shipper)	Failed to train hazmat employees as required. [172.704(a)] Case No. AR-2004-0097-US0244	\$3,310
JIM'S BACKHOE SERVICE (Carrier)	Transported hazmat without having registered with DOT. [107.608(b)] Case No. CO-2004-0162-CO1184	\$3,840
JIMMIE HATCHER (Carrier)	Transported a shipment of hazardous materials without a proper shipping paper. [177.817(a)] Case No. LA-2004-0027-US0550	\$4,310
JOHNSON DIVERSEY, INC. (Shipper)	Offered a hazardous material in an unauthorized package. [173.22(a)(2)] Case No. WA-2004-0098-US0748	\$11,380
JOMAR BULK CARRIERS, INC. (Cargo Tank Facility)	Manufactured/assembled/etc. a specification tank without registering. [107.502(b)] Case No. NJ-2004-0081-US0486	\$2,180
JOSE CARDIEL DUENAS (Carrier)	Transported a shipment of hazardous material without a proper shipping paper; moved a vehicle containing hazmat that was not marked or placarded; failed to secure hazmat container against movement in transit. [177.817(a), 177.823(a), 177.834(a)]	\$21,000
JOSE LUIS DELGADO (Carrier)	Failed to placard a vehicle as required. [172.504(a)] Case No. MX-2004-1012-US0951	\$1,000
JOSEPH F. BOENTE & SONS (Carrier/Shipper)	Failed to provide hazmat security awareness training. [172.704(a)(4)] Case No. IL-2004-0190-US0769	\$3,968
JRS TRUCKING SERVICE, INC. (Carrier)	Failed to instruct employee in hazmat regulations. [177.800(c)] Case No. NY-2004-0101-US0659	\$2,840
KATZSON BROTHERS, INC. (Carrier)	Failed to retrain hazmat employees every three years. [172.704(c)(2)] Case No. CO-2004-0114-US0366	\$4,060
KELSAN, INC. (Shipper)	Failed to train hazmat employees as required. [172.704(a)] Case No. TN-2004-0036-US0712	\$2,840
KEN GAS COMPANY (Carrier)	Used hazmat cargo tank not inspected/retested. [180.407, 180.407(a)] Case No. KY-2004-0074-US0830	\$6,500
KTTR SERVICES, INC. (Cargo Tank Facility)	Represented a package/container for hazmat not meeting specifications. [171.2(c)] Case No. MO-2004-0070-US0423	\$5,830
LA ROCHE INDUSTRIES, INC. (Carrier/Shipper)	Transported hazmat in non-bulk package with identifiable release of hazmat. [173.24(b)(1)] Case No. GA-2004-0165-US1096	\$15,000
LANCO MANUFACTURING CORPORATION (Carrier/Shipper)	Transported a shipment of hazardous material without a proper shipping paper. [177.817(a)] Case No. PR-2004-0004-US0767	\$3,540

Federal Motor Carrier Safety Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
LARRY HANKEL (Cargo Tank Facility)	Manufactured/assembled/etc. a specification tank without registering; performing test/inspection without meeting minimum qualifications. [107.502(b), 180.407(a)(3)] Case No. WY-2004-0029-US0141	\$17,570
LEEWARD PETROLEUM, INC. (Carrier/Shipper)	Transported a shipment of hazardous material without a proper shipping paper; used hazmat cargo tank not inspected/retested; failed to maintain tank manufacturer's report or cert. and paper. [180.407, 177.817(a), 180.407(a), 180.417(a)(1)] Case No. HI-2004-0003-US0760	\$9,370
LEPIER OIL CO., INC. (Carrier)	Failed to renew registration when required. [107.504(c)] Case No. MN-2004-0062-MN0657	\$4,360
LINCOLN LAND FS, INC. (Shipper)	Offered a hazmat without preparing a shipping paper. [172.200(a)] Case No. IL-2004-0144-US0769	\$5,096
LINGAR TRANSPORT LIMITED (Carrier)	Offered/transported hazmat without a security plan conforming to Subpart requirement. [172.800(b)] Case No. NY-2004-0301-US1175	\$3,550
LOCUST POINT TERMINAL CORP. (Carrier)	Failed to provide security awareness training; offered/transported hazmat without a security plan conforming to Subpart requirement. [172.704(a)(4), 172.800(b)] Case No. MD-2004-0019-US0083	\$24,920
LONG FOUNDATION DRILLING CO. (Carrier)	Transported a shipment of hazardous material without a proper shipping paper. [177.817(a)] Case No. SC-2004-0206-SC0041	\$7,000
LONZA, INC. (Shipper)	Offered a hazmat in an unauthorized package. [173.22(a)(2)] Case No. NJ-2004-0038-US0350	\$7,870
M.L.P. TRANSPORT, INC. (Carrier)	Transported a shipment of hazardous material without a proper shipping paper. [177.817(a)] Case No. IL-2004-0001-US0769	\$4,120
MA DEL ROSARIO GODOY DOMINGUEZ AND GILARDO GODOY (Carrier)	No copy of Certificate of registration or registration number on subject vehicle; transported a shipment of hazardous material without a proper shipping paper. [107.620(b), 177.817(a)] Case No. CA-2004-0447-US1152	\$14,000
MAGELLAN TERMINALS HOLDINGS, LP. (Shipper)	No emergency response phone number on shipping paper as required. [172.604(a)(3)] Case No. VA-2004-0028-US0498	\$3,850
MALLINCKRODT BAKER, INC. (Carrier/Shipper)	Offered a hazardous material without preparing a shipping paper. [172.200(a)] Case No. WV-2004-0026-US0500	\$11,590
MANOR CHEMICAL CO., INC. (Carrier/Shipper)	Failed to provide hazmat security awareness training. [172.704(a)(5)] Case No. MO-2004-0159-US0084	\$4,960
MANUEL SOTELO (Carrier)	No copy of Certificate of registration or registration number on subject vehicle. [107.620(b)] Case No. MX-2004-1201-US1122	\$7,000
MARIANNA INDUSTRIES, INC. (Shipper)	Offered a hazmat without preparing a shipping paper; failed to train hazmat employees as required. [172.200(a), 172.704(a)]	\$8,100

Federal Motor Carrier Safety Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
MCINTOSH OIL CO. (Carrier)	Used hazmat cargo tank not inspected/retested. [180.407, 180.407(a)] Case No. WY-2004-0037-US0829	\$5,140
METTLER TOLEDO, INC. (Shipper)	Failed to mark non-bulk package of hazardous material with shipping name and ID number; failed to train hazmat employees as required. [172.301(a)(1), 172.704(a)] Case No. OH-2004-0085-US0702	\$7,464
MEYER LOGISTICS, LLC. (Carrier)	Failed to instruct employee in hazardous material regulations. [177.800(c)] Case No. IL-2004-0050-US0273	\$3,190
MI, LLC. (Shipper)	Failed to enter proper description of hazardous material on the shipping paper. [172.202(a)] Case No. WY-2004-0048-US0141	\$6,710
MICO BULK CARRIER, LLC. (Carrier)	Failed to train hazmat employees as required. [172.704(a)] Case No. NJ-2004-0123-US0486	\$1,740
MID STATES EXPRESS, INC. (Carrier)	Transported a shipment of hazardous material without a proper shipping paper. [177.817(a)] Case No. MO-2004-0177-US0084	\$5,140
MIDWEST CHEMICAL & SUPPLY, INC. (Carrier)	Offered/transported hazmat without a security plan conforming to Subpart requirement. [172.800(b)] Case No. OH-2004-0112-US0875	\$2,970
MITTELSTADT TRUCKING, LLC. (Carrier)	Failed to instruct employee in hazmat regulations. [177.800(c)] Case No. WI-2004-0115-US0586	\$1,010
MODERN METALS, INC. (Shipper)	Failed to enter description of hazmat on the shipping paper in manner required. [172.201(a)(1)] Case No. MO-2004-0188-US0084	\$2,920
MOSER ENGINE SERVICE, INC. (Carrier/Shipper)	Offered/transported hazmat without a security plan conforming to Subpart requirement. [172.800(b)] Case No. WY-2004-0035-US0633	\$1,000
MOUNTAIN STATES TRAILER, LLC. (Cargo Tank Facility)	Failed to perform a pressure retest as prescribed. [180.407(g)]	\$3,280
MOUNTAIN VIEW OIL COMPANY, INC. (Cargo Tank Facility)	Failed to train hazmat employee in function specific training; failed to record required info on internal visual inspection. [172.704(a)(2), 180.407(e)(4)] Case No. MO-2004-0055-US0775	\$5,096
NAFT, INC. (Carrier)	Failing to instruct employee in hazmat regulations. [177.800(c)] Case No. LA-2004-0055-LA1300	\$2,640
NELSON TRUCKING CO., INC. (Carrier)	Failed to provide hazmat security awareness training; transported a ship- ment of hazardous material without a proper shipping paper. [172.704(a)(5), 177.817(a)] Case No. WA-2004-0131-US0483	\$15,670
NORDER AGRI SUPPLY, INC. (Carrier)	Offered a hazmat without preparing a shipping paper. [172.200(a)] Case No. NE-2004-0061-US0872	\$4,648
NUTRA BLEND, LLC. (Carrier)	Failed to instruct employee in hazmat regulations. [177.800(c)] Case No. MO-2004-0209-US0775	\$4,540

Federal Motor Carrier Safety Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
OASIS TRANSPORTATION AND MARKETING CORPORATION (Carrier)	Failed to train hazmat employees as required; failed to provide hazmat security awareness training. [172.704(a), 172.704(a)(5)] Case No. TX-2004-0313-US0738	\$10,560
OCHOA INDUSTRIAL SALES CORPORATION (Carrier/Shipper)	Transported a shipment of hazardous material without a proper shipping paper; moved a vehicle containing un-marked/un-placarded hazmat. [177.817(a), 177.823(a)] Case No. PR-2004-0003-US0767	\$5,640
P T LOGISTICS, INC. (Carrier)	Failed to train hazmat employees as required. [172.704(a)] Case No. CA-2004-0207-US1073	\$3,070
PACIFIC TREATMENT ENVIRONMENTAL SERVICES S.A.DE C.V. (Carrier)	Failed to brace containers of hazmat to prevent relative motion. [177.834(g)] Case No. MX-2004-0100-US0908	\$7,000
PAVETECH INTERNATIONAL (Shipper)	Hazmat overpack container not properly marked. [173.25(a)(2)] Case No. OH-2004-0183-US0506	\$6,500
PENN TANK LINES, INC. (Carrier)	Failed to perform a pressure retest as prescribed. [180.407(g)]	\$6,500
PHENIX TRANSPORTATION, INC. (Carrier)	Failed to instruct employee in hazmat regulations. [177.800(c)] Case No. MS-2004-0003-US0700	\$5,760
PINNACLE DISTRIBUTING, INC. (Carrier/Shipper)	Failed to train hazmat employees as required; transported a shipment of hazardous material without a proper shipping paper. [172.704(a), 177.817(a)] Case No. MN-2004-0212-US1086	\$10,390
PINNACLE TRANSPORTATION, INC. (Carrier)	Misrepresented a package of hazmat Substance/Waste as in compliance; represented a packaging of hazmat under a false exemption; used hazmat cargo tank not inspected/retested. [180.407. 171.2(f)(1), 171.2(h)(2), 180.407(a)] Case No. CT-2004-0013-US0644	\$3,000
PIPELINE SUPPLY, INC. (Carrier)	Failed to retrain hazmat employees every three years. [172.704(c)(2)] Case No. MN-2004-0080-MN0674	\$4,020
PORTER OIL CO., INC. (Carrier/Shipper)	Failed to instruct employee in hazmat regulations; failed to comply with the FMCSR while transporting hazmat; used an un-inspected/un-retested cargo tank. [180.407. 177.800(c), 177.804, 180.407(a)] Case No. NM-2004-0035-US0246	\$5,000
PRAIRE PRIDE COOPERATIVE, INC. (Carrier/Shipper)	Offered/accepted hazmat in an unauthorized cargo tank motor vehicle; failed to instruct employee in hazmat regulations. [173.33(a), 177.800(c)] Case No. MN-2004-0041-MN0657	\$8,850
PRISM FIREWORKS AND PYROTECHNICS, INC. (Carrier/Shipper)	Moving a vehicle containing un-marked/un-placarded hazmat. [177.823(a)] Case No. IA-2004-0041-US0858	\$3,340
PROPANE TRANSPORT INTERNATIONAL (Carrier)	Transported a shipment of hazmat without a proper shipping paper; transported hazmat in non-bulk package with identifiable release of hazmat. [177.817(a), 173.24(b)(1)]	\$17,540

Federal Motor Carrier Safety Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
PROTECTIVE FLOORINGS & LININGS, INC. (Carrier/Shipper)	Failed to mark non-bulk package of hazmat with shipping name and ID number. [172.301(a)(1)] Case No. WI-2004-0167-US0586	\$6,240
PROTO CONSTRUCTION & PAVING (Carrier)	Failed to keep training records for 90 days after termination of employee. [172.704(d)] Case No. WI-2004-0167-US0586	\$3,830
QUALITY CONTRACTING, INC. (Carrier/Shipper)	Transported an hazmat shipment without a proper shipping paper. [177.817(a)]	\$3,680
QUALITY TRUCKING, LLC. (Carrier)	Offered/transported hazmat without a security plan conforming to Subpart requirement; failed to instruct employee in hazmat regulations. [172.800(b), 177.800(c)]	\$4,770
QUICK COURIER SERVICE, INC. (Carrier)	Moving a vehicle containing hazmat not marked or placarded. [177.823(a)] Case No. PA-2004-0029-US0508	\$7,160
QUICKSILVER EXPRESS COURIER OF MINNESOTA, INC. (Carrier)	Offered/transported hazmat without a security plan conforming to Subpart requirement. [172.800(b)] Case No. MN-2004-0243-US1088	\$4,690
R. GARTH DUBOIS TRANSPORT, LLC. (Carrier)	Offered/transported hazmat without a security plan conforming to Subpart requirement; offered a hazmat in bulk package exceeding maximum weight on spec plate; failed to instruct employee in hazmat regulations; failed to periodically test and inspect a cargo tank. [172.800(b), 173.24b(d)(2), 177.800(c), 180.407(c)] Case No. NH-2004-0037-US1178	\$4,510
RAB OF LA, INC. (Carrier)	Failed to instruct employee in hazmat regulations. [177.800(c)] Case No. LA-2004-0007-US0788	\$4,960
RADIO TRANSFER, INC. (Carrier)	Transported a shipment of hazmat without a proper shipping paper. [177.817(a)] Case No. MI-2004-0244-US0680	\$3,500
RAFAEL TARACEN (Carrier)	Transported a shipment of hazmat without a proper shipping paper. [177.817(a)] Case No. MX-2004-1204-US1181	\$7,000
RAMSEY WELDING SUPPLY, INC. (Carrier/Shipper)	Failed to familiarize/train hazmat employee; failed to train hazmat employee in function specific training; offered/transported without a security plan conforming to Subpart requirement. [172.704(a)(1), 172.704(a)(2), 172.800(b)] Case No. AZ-2004-0092-US0255	\$9,200
RAUL ALANIS GARCIA (Carrier)	Transported hazmat in non-bulk package with identifiable release of hazmat. [173.24(b)(1)] Case No. MX-2004-1094-US0915	\$7,000
RECO TRANSPORTATION OF SOUTH CAROLINA, INC. (Carrier)	Failed to provide hazmat training to driver. [177.816(a)]	\$4,830
RED'S OF JAFFREY, LLC. (Carrier)	Offered/transported hazmat without a security plan conforming to Subpart requirement; failed to instruct employee in hazmat regulations. [172.800(b), 177.800(c)] Case No. NH-2004-0001-US0865	\$10,970

Federal Motor Carrier Safety Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
RELIABLE TANK COMPANY, INC. (Cargo Tank Facility)	Failed to train hazmat employees as required, perform/witness inspect/test on cargo tank without training/experience. [172.704(a), 180.409(a)(2)] Case No. MS-2004-0049-US0440	\$4,390
REPROCESSING PRODUCTS CORP. (Shipper)	Failed to properly label hazmat container or package. [172.400(a)] Case No. MO-2004-0162-US0084	\$2,920
RICARDO RUIZ ALVARADO (Carrier)	Transported an hazmat shipment without a proper shipping paper; failed to secure hazmat container against movement in transit. [177.817(a), 177.834(a)] Case No. MX-2004-0424-US0939	\$11,200
RIO GRANDE CARTAGE CO. (Carrier/Shipper)	Hazardous materials employee performed covered function without training. [172.702(b)] Case No. TX-2004-0567-US0673	\$1,220
ROADCO TRANSPORTATION SERVICE, INC. (Carrier)	Offered/transported hazmat without a security plan conforming to Subpart requiremen; failed to instruct employee in hazmat regulations. [172.800(b), 177.800(c)] Case No. IL-2004-0151-US0769	\$10,520
ROGERS PETROLEUM, INC. (Carrier)	Failed to instruct employee in hazmat regulations. [177.800(c)] Case No. TN-2004-0052-US0712	\$2,780
RONALD E RISTAU (Carrier)	Transported hazmat without having registered with DOT; failed to instruct employee in hazmat regulations. [107.608(b), 177.800(c)] Case No. WA-2004-0047-US0483	\$2,000
RRS, INC. (Carrier/Shipper)	Transported a shipment of hazmat without a proper shipping paper. [177.817(a)]	\$9,650
RSC TRANSPORT, INC. (Carrier)	Transported hazmat without having registered with DOT; failed to provide security awareness training; offered/transported hazmat without a security plan conforming to Subpart requirement. [107.608(b), 172.704(a)(4), 172.704(a)(5), 172.800(b)]	\$7,920
RSI ROOFING & BUILDING SUPPLY (Carrier/Shipper)	Transported a shipment of hazardous material without a proper shipping paper. [177.817(a)]	\$9,650
SASSY TRUCKING, LLC. (Carrier)	Failed to maintain tank manufacturer's report or certificate and paper. [180.417(a)(1)] Case No. AZ-2004-0129-AZ5410	\$2,710
SBN, INC. (Shipper)	Failed to mark liquid hazmat package with arrows. [172.312(a)(2)] Case No. IL-2004-0043-US0769	\$2,000
SEABOARD MARINE, LTD. (Carrier)	Failed to train hazmat employees as required; failed to retrain hazmat employees every three years. [172.704(a), 172.704(c)(2)] Case No. FL-2004-0066-US0617	\$6,470
SEAHORSE TRANSPORT, INC. (Carrier)	Failed to train hazmat employees as required. [172.704(a)] Case No. TX-2004-0341-US0725	\$2,840
SERVICIOS ESPECIALIZADOS ALANIS S A DE C V (Carrier)	Transported hazmat in non-bulk package with identifiable release of hazmat. [173.24(b)(1)]	\$7,000

Federal Motor Carrier Safety Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
SEVEN D TRAILER SALES AND SERVICE (Cargo Tank Facility)	Failed to perform a pressure retest as prescribed. [180.407(g)] Case No. OK-2004-0088-US0714	\$6,500
SHIU FUNG FIREWORKS CO., LTD. (Shipper)	Failed to use a label meeting minimum size specifications. [172.407(c)] Case No. IA-2004-0048-US0245	\$6,500
SHOGUN (USA) PYROTECHNICS, LTD. (Shipper)	Failed to locate label on same surface of package near shipping name mark. [172.406(a)(ii)] Case No. IA-2004-0049-US0245	\$6,500
SICPA NORTH AMERICA, INC. (Carrier/Shipper)	Failed to mark non-bulk package of hazmat with shipping name and ID number. Offered a hazardous material in a package which reduced effectiveness of package. [172.301(a)(1), 173.24(b)(2)] Case No. VA-2004-0036-US0498	\$5,840
SIKA CORPORATION (Carrier/Shipper)	Hazmat overpack container not properly marked. [173.25(a)(2)] Case No. OH-2004-0068-US0870	\$8,832
SILOGRAM LUBRICANTS CORPORATION (Carrier/Shipper)	Transported/handled hazmat not in accordance with regulations. [171.2(b)]	\$2,920
SOUTHEAST SERVICE CORPORATION (Carrier/Shipper)	Failed to train hazmat employees as required. [172.704(a)] Case No. TN-2004-0039-US0712	\$2,840
SPECIALTY CARTAGE, INC. (Carrier)	Offered/transported hazmat without a security plan conforming to Subpart requirement; failed to instruct employee in hazmat regulations. [172.800(b), 177.800(c)] Case No. IN-2004-0159-US0827	\$2,020
SPILL RESPONDERS, INC. (Carrier)	Transported hazmat without having registered with DOT. [107.608(b)] Case No. AR-2004-0019-US0970	\$1,030
SUTTLES TRUCK LEASING, INC. (Carrier)	Failed to secure hazmat container against movement in transit. [177.834(a)] Case No. MX-2004-0113-US0968	\$10,000
SYSCO ASIAN FOODS, INC. (Carrier/Shipper)	Transported a shipment of hazardous material without a proper shipping paper. [177.817(a)] Case No. MN-2004-0173-MN0668	\$6,500
T WHOLESALE CO., INC. (Carrier/Shipper)	Failed to properly mark a package of hazardous materials. [172.300(a)] Case No. OH-2004-0051-US0482	\$3,448
TACOMA MOVING AND STORAGE COMPANY (Carrier/Shipper)	Failed to provide hazmat security awareness training. [172.704(a)(5)] Case No. WA-2004-0125-US0483	\$6,500
TANK TRAILER OF ARKANSAS, INC. (Cargo Tank Facility)	Failed to train hazmat employees as required; performed test/inspection without meeting minimum qualifications; failed to perform an external visual inspection as prescribed; failed to perform a pressure retest as prescribed. [172.704(a), 180.407(a)(3), 180.407(d), 180.407(g)] Case No. AR-2004-0050-US0453	\$2,160

Federal Motor Carrier Safety Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
TAYLOR BATTERY COMPANY (Carrier/Shipper)	Offered a hazmat in an unauthorized package. [173.22(a)(2)] Case No. KY-2004-0004-US0312	\$6,500
THE BOC GROUP, INC. (Carrier/Shipper)	Hazmat overpack container not properly marked. [173.25(a)(2)] Case No. IL-2004-0193-US0863	\$2,000
THE DELIVERY NETWORK (Shipper)	Transported hazmat without having registered with DOT; failed to provide hazmat security awareness training. [107.608(b), 172.704(a)(4)] Case No. IL-2004-0188-US0769	\$2,000
THE FULLER BRUSH COMPANY (Carrier/Shipper)	Hazmat overpack container not properly marked. [173.25(a)(2)] Case No. PR-2004-0002-US0767	\$2,840
THE MINNESOTA CHEMICAL CO. (Shipper)	Failed to train hazmat employees as required. [172.704(a)] Case No. MN-2004-0144-MN0657	\$4,180
THE SOMERSET REFINERY, INC. (Cargo Tank Facility)	Repairing non-ASME Code stamped cargo tank without ASME certificate for "U" or "R". [180.413(a)(1)(i)] Case No. KY-2004-0067-US0312	\$6,500
THE T & F SERVICE CO., INC. (Broker)	Failed to retrain hazmat employees every three years. [172.704(c)(2)] Case No. TX-2004-0780-US0673	\$3,000
THOMAS M. BEMENT (Carrier)	Transported hazmat without having registered with DOT; transported a shipment of hazardous materials without a proper shipping paper; used an un-inspected/un-retested cargo tank. [180.407, 107.608(b), 177.817(a), 180.407(a)] Case No. MN-2004-0133-MN0659	\$2,400
TRANS MEX, S.A. DE C.V. (Carrier)	Transported a shipment of hazardous material without a proper shipping paper. [177.817(a)] Case No. CA-2004-0646-US1036	\$7,000
TRANSPORTATION SERVICES UNLIMITED, INC. (Carrier/Shipper)	Transported hazmat in non-bulk package with identifiable release of hazmat. [173.24(b)(1)] Case No. SC-2004-0210-SC0045	\$15,000
TRANSPORTES DE CARGA AEROMARTE S.A. DE C.V. (Carrier)	Transported a shipment of hazardous material without a proper shipping paper; moved an un-marked/un-placarded vehicle containing hazmat. [177.817(a), 177.823(a)] Case No. MX-2004-0070-US1137	\$11,200
TRANSPORTES DUENAS S. A. DE C. V. (Carrier)	Transported a shipment of hazardous material without a proper shipping paper; moved an un-marked/un-placarded vehicle containing hazmat; failed to secure hazmat container against movement in transit. [177.817(a), 177.823(a), 177.834(a)]	\$21,000
TRANSPORTES RAMA S.A. DE C.V. (Carrier)	Failed to placard a vehicle as required; transported a shipment of hazmat without a proper shipping paper. [172.504(a), 177.817(a)] Case No. MX-2004-0244-US0903	\$7,000
TRANSWOOD, INC. (Carrier)	Performed test/inspection without meeting minimum qualifications; failed to perform leakage test as prescribed. [180.407(a)(3), 180.407(h)] Case No. OK-2004-0089-US0714	\$27,290
TRIPLE G ENTERPRISES, INC. (Carrier)	Hazmat in cargo tank had dangerous reaction with cargo tank. [173.33(b)(1)] Case No. IL-2004-0219-US0769	\$12,200

Federal Motor Carrier Safety Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
TRUCCO CONSTRUCTION CO. (Carrier/Shipper)	Failed to instruct employee in hazmat regulations. [177.800(c)] Case No. OH-2004-0105-US0702	\$2,840
TWIN BRIDGES TRUCK CITY, INC. (Cargo Tank Facility)	Failed to train hazmat employee in function specific training. [172.704(a)(2)] Case No. IA-2004-0050-US0179	\$1,900
UNITED FABRICARE SUPPLY, INC. (Carrier)	Offered/transported hazmat without a security plan conforming to Subpart requirement. [172.800(b)] Case No. CA-2004-0063-US0876	\$3,550
UNITED METRO MATERIALS, INC. (Carrier/Shipper)	Transported hazmat without having registered with DOT; transported a shipment of hazmat without a proper shipping paper. [107.608(b), 177.817(a)] Case No. AZ-2004-0087-AZ5095	\$10,040
UNITEK SOLVENT SERVICES, INC. (Carrier/Shipper)	Offered/transported hazmat without a security plan conforming to Subpart requirement. [172.800(b)] Case No. HI-2004-0024-US0760	\$8,510
V & V INDUSTRIES, INC. (Shipper)	Failed to train hazmat employees as required; offered/transported hazmat without a security plan conforming Subpart requirement; failed to train hazmat employees as required; offered/transported hazmat without a securi- ty plan conforming to Subpart requirement. [172.704(a), 172.800(b)] Case No. MI-2004-0711-US0866	\$10,530
V M J OILFIELD SERVICE, INC. (Carrier)	Offered hazmat for transport without registering with DOT; transported a shipment of hazmat without a proper shipping paper. [107.608(b), 177.817(a)] Case No. NM-2004-0001-US0667	\$7,200
VALLEY FIRE SAFETY AND SUPPLY COMPANY (Carrier/Shipper)	Offered a hazmat without preparing a shipping paper. [172.200(a)] Case No. WV-2004-0008-US0197	\$2,000
VINELAND FIREWORKS COMPANY, INC. (Carrier/Shipper)	Failed to instruct employee in hazmat regulations. [177.800(c)] Case No. NJ-2004-0069-US0412	\$2,000
VOLK SAND & GRAVEL, INC. (Carrier)	Transported hazmat without having registered with DOT; failed to enter emer- gency response phone number on shipping paper; offered/transported hazmat without a security plan conforming to Subpart requirement. [107.608(b), 172.201(d), 172.800(b)] Case No. MT-2004-0018-US0436	\$9,400
WABASH NATIONAL TRAILER CENTERS, INC. (Cargo Tank Facility)	Failed to train hazmat employee in function specific training; failed to per- form a pressure retest; modifying non-ASME cargo tank without ASME certificate for "U" or "R". [172.704(a)(2), 180.407(g), 180.413(b), 180.413(d)(1)] Case No. OH-2004-0218-US0482	\$22,320
WALLING WATER MGT. (Shipper)	Failed to enter proper description of hazmat on shipping paper. [172.202(a)] Case No. WY-2004-0021-US0633	\$2,920
WARR GRADING CONTRACTOR (Carrier/Shipper)	Offered/transported hazmat without a security plan conforming to Subpart requirement. [172.800(b)] Case No. AL-2004-0108-US0519	\$2,100

Federal Motor Carrier Safety Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
WASHINGTON & SONS CORP. (Carrier)	Offered/transported hazmat without a security plan conforming to Subpart requirement. [172.800(b)] Case No. CA-2004-0051-US0871	\$2,030
WESTERN BLEND, INC. (Carrier)	Offered/transported hazmat without a security plan conforming to Subpart requirement. [172.800(b)] Case No. NM-2004-0056-US0667	\$7,560
WESTERN CO-OP TRANSPORT ASSN. (Carrier)	Carrier failed to give immediate telephone notice of an incident involving hazmat. [171.15] Case No. MN-2004-0023-MN0657	\$3,540
WESTPOINT TRANSPORTATION INCORPORATED (Carrier)	Failed to maintain copies of required certificate and papers. [180.417(a)(2)] Case No. ID-2004-0029-US0763	\$3,440
WESTPOINT TRANSPORTATION, INC. (Carrier/Shipper)	Failed to maintain copies of required certificate and papers. [180.417(a)(2)] Case No. ID-2004-0029-US0763	\$3,440
WHETSTONE OIL COMPANY, INC. (Carrier/Shipper)	Failed to modify Certificate of compliance. [171.2(c)] Case No. FL-2004-0160-US0094	\$4,310
WIKEL BULK EXPRESS, INC. (Cargo Tank Facility)	Failed to keep training records for 90 days after termination; failed to perform a pressure retest as prescribed. [172.704(d), 180.407(g)] Case No. OH-2004-0057-US0482	\$8,032
WILLIAMS ENERGY COMPANY (Shipper)	Offered a hazmat in an unauthorized package. [173.22(a)(2)] Case No. TX-2004-0439-US0541	\$6,500
WIND RIVER OILFIELD SERVICE OF WYOMING, LLC. (Carrier/Shipper)	Failed to enter description of hazmat on shipping paper in manner required; displayed wrong ID number on package, container, and/or vehicle; offered/accepted hazmat in an unauthorized cargo tank motor vehicle; failed to periodically test and inspect a cargo tank. [172.201(a)(1), 172.334(b)(1), 173.33(a), 180.407(c)] Case No. WY-2004-0023-US0141	\$28,500
WINDWARD PETROLEUM, INC. (Carrier/Shipper)	Failed to instruct employee in hazmat regulations; transported a shipment of hazardous material without a proper shipping paper. [177.800(c), 177.817(a)] Case No. NH-2004-0008-US0020	\$16,620
WOODY EVERLY AND SON, INC. (Carrier)	Offered/transported hazmat without a security plan conforming to Subpart requirement. [172.800(b)] Case No. IN-2004-0003-US0827	\$1,800
WYOMING MACHINERY COMPANY (Carrier)	Failed to instruct employee in hazmat regulations. [177.800(c)] Case No. WY-2004-0030-US0633	\$11,060
ZIP TRUCK LINES, INC. (Carrier)	Failed to instruct employee in hazmat regulations. [177.800(c)] Case No. WA-2004-0072-US0748	\$5,380

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
ADM CORN PROCESSING (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZACR 2001-1 HMT	\$1,500
ADM CORN PROCESSING (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZACR 2002-1 HMT	\$12,000
ADM CORN PROCESSING (Shipper)	Use of tank car that did not meet DOT specifications. [173.31(a)] Case No. ZACR 2003-1 HMT	\$3,500
ADM CORN PROCESSING (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZACR 2003-2 HMT	\$7,500
ADVANCED AROMATICS CHEMICAL CO. (Shipper)	Offered hazardous materials for transportation with improper shipping papers; prohibited display of identification number markings; offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [172.202(a)(1), 172.334(b), 173.31(d)(1)(iv)] Case No. ZAACO 2003-1 HMT	\$6,600
AGE REFINERY, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZAGE 2003-1 HMT	\$4,000
AGMARK FOODS, INC. (Shipper)	Improper use of portable tank. [173.32(c)] Case No. ZAMK 2001-1 HMT	\$2,500
AGMARK FOODS, INC. (Shipper)	Portable tank not in compliance with the hazardous materials regulations. [172.326(a)] Case No. ZAMK 2001-2 HMT	\$3,750
AGMARK FOODS, INC. (Shipper)	Portable tank not in compliance with the hazardous materials regulations. [172.326(a)] Case No. ZAMK 2001-3 HMT	\$10,000
AGRA RESOURCES COOP (Shipper)	Failed to properly examine tank car before shipping. [173.31(d)(1)(ii)] Case No. ZAGRC 2003-1 HMT	\$5,000
AIRGAS CARBONIC (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZARG 2000-1 HMT	\$5,000
AIRGAS CARBONIC (Shipper)	Failed to conduct required initial and/or recurrent training as required [172.704(c)] Case No. ZARG 2002-1 HMT	\$1,375
AIRGAS CARBONIC (Shipper)	Failed to comply with requirements for leaking tank cars. [174.5] Case No. ZARG 2002-2 HMT	\$1,375

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
AIR LIQUIDE AMERICA CORP. (Shipper)	Improperly secured car after unloading. [174.67(k)] Case No. ZAIL 2002-1 HMT	\$3,000
AIR LIQUIDE AMERICA CORP. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZAIL 2002-2 HMT	\$3,750
AIR PRODUCTS AND CHEMICAL, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZAPC 2002-1 HMT	\$8,000
AIR PRODUCTS AND CHEMICAL, INC. (Shipper)	Failed to completely placard or failed to apply correct placards. [172.504(a)] Case No. ZAPC 2004-1 HMT	\$2,500
ALASKA-WEST EXPRESS (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZAWA 2002-1 HMT	\$3,500
ALCOA ALUMINUM, INC. (Shipper)	Failed to follow special provisions applicable to bulk packagings. [172.102(c)(3)] Case No. ZALCI 2001-1 HMT	\$2,500
ALLIED TERMINALS, INC. (Shipper)	Use of tank car without required thermal protection system. [173.31(b)(4)] Case No. ZALT 2003-1 HMT	\$6,000
ALON, USA, LP. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZALN 2002-1 HMT	\$4,000
AMERICAN PRESIDENT INTERMODAL (Shipper)	Failed to completely placard or failed to apply correct placards; improper or missing emergency response telephone number. [172.504(a), 172.604(a)] Case No. ZAMP 2000-1 HMT	\$3,000
AMERICAN PRESIDENT LINES, LTD. (Shipper)	Failed to comply with placarding requirements for bulk packaging. [172.514(a)] Case No. ZAPL 2002-1 HMT	\$1,000
AMERICAN PRESIDENT LINES, LTD. (Shipper)	Offered a hazardous materials package for transportation marked with a proper shipping name or identification number when the package did not contain the material. [172.303(a)] Case No. ZAPL 2003-1 HMT	\$2,000
AMERICAN RAILCAR INDUSTRIES (Shipper)	Failed to mark tank as required. [180.515] Case No. ZAMRI 2003-2 HMT	\$4,500

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
AMERICAN SODA, LLP. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures; offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv), 173.31(d)(1)(v)] Case No. ZAMS 2003-1 HMT	\$7,500
AMERIGAS (Shipper)	Allowed unloading hoses to remain connected when unloading was discontinued; failed to tighten valves when unloading was discontinued. [174.67(j)] Case No. ZAGT 2002-1 HMT	\$2,000
AMERIGAS (Shipper)	Use of tank car without required thermal protection system. [173.31(b)(4)] Case No. ZAGT 2003-1 HMT	\$4,000
AMERIGAS (Shipper)	Improperly secured car after unloading. [174.67(k)] Case No. ZAGT 2003-2 HMT	\$3,000
AMERIGAS, GLENDALE AND DYSART (Shipper)	Offered or transported a tank car without required commodity stencil. [172.330(a)(1)(ii)] Case No. ZAGD 2001-1 HMT	\$2,500
ANDREWS PETROLEUM, INC. (Shipper)	Improper use of tank car. [173.31(a)(6)] Case No. ZADP 2004-1 HMT	\$6,500
ANHEUSER BUSH, INC. (Shipper)	Offered or transported a tank car without required commodity stencil; failed to placard in compliance with hazardous materials regulations; offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [172.330(a)(1)(ii), 172.508(a), 173.31(d)(1)(iv)] Case No. ZANB 2003-1 HMT	\$9,000
AOC (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZAAO 2003-1 HMT	\$5,000
APACHE NITROGEN PRODUCTS, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZAPCH 1999-1 HMT	\$3,500
APEX LINE, LLC. (Shipper)	Failed to comply with requirements for import/export shipments [171.12] Case No. ZALLC 2004-1 HMT	\$1,750
ARCHER DANIELS MIDLAND CO. (Shipper)	Improper use of portable tank [173.32(c)] Case No. ZAMC 2001-1 HMT	\$3,000
ARCHER DANIELS MIDLAND CO. (Shipper)	Use of improper package/container that allowed release of hazardous materials to the environment. [173.24(b)(1)] Case No. ZAMC 2001-2 HMT	\$1,875

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
ARCHER DANIELS MIDLAND CO. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(2)] Case No. ZAMC 2002-1 HMT	\$6,250
ARCHER DANIELS MIDLAND CO. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZAMC 2003-1 HMT	\$3,000
ARCHER DANIELS MIDLAND CO. (Shipper)	Use of car with inadequate or improper safety systems. [173.31(b)] Case No. ZAMC 2003-2 HMT	\$8,875
ARCHER DANIELS MIDLAND CO. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZAMC 2003-3 HMT	\$8,000
ARCHER DANIELS MIDLAND CO. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZAMC 2003-4 HMT	\$4,500
ARIZONA AND CALIFORNIA RAILROAD CO. (Carrier)	Improper marking or placarding of rail car by carrier; offered or transported a tank car without required commodity stencil. [174.59, 172.330(a)(1)(ii)] Case No. ARZC 2002-1 HMT	\$4,500
ARIZONA CHEMICAL CO. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZARZ 2001-1 HMT	\$1,500
ARIZONA CHEMICAL CO. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZARZ 2001-2 HMT	\$3,500
ARIZONA CHEMICAL CO. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZARZ 2003-1 HMT	\$2,500
ASH GROVE CEMENT COMPANY (Shipper)	Improper offering or acceptance of residue hazardous materials tank car, usually due to insecure closures. [173.29(a)] Case No. ZAG 1999-1 HMT	\$6,000
ASH GROVE CEMENT COMPANY (Shipper)	Improper offering or acceptance of residue hazardous materials tank car, usually due to insecure closures. [173.29(a)] Case No. ZAG 1999-2 HMT	\$7,500

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
ASH GROVE CEMENT COMPANY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZAG 2003-1 HMT	\$10,500
ASHLAND CHEMICAL, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZASC 2001-2 HMT	\$6,000
ASHTA CHEMICALS, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZACH 2001-1 HMT	\$10,000
ASTARIS, LLC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZAST 2004-1 HMT	\$5,000
ATLANTIC INDUSTRIAL (Shipper)	Failed to comply with requirements for leaking tank cars. [174.5] Case No. ZAIS 2002-1 HMT	\$2,500
ATOFINA PETROCHEMICA (Shipper)	Use of tank car that did not meet DOT specifications. [173.31] Case No. ZAPIN 2004-1 HMT	\$10,000
AVENTINE RENEWABLE ENERGY, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZARE 2003-2 HMT	\$10,000
BASIC CHEMICAL SOLUTIONS (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZBASI 2002-1 HMT	\$1,400
BASIC CHEMICAL SOLUTIONS (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(v)] Case No. ZBASI 2003-1 HMT	\$1,000
BAY STATE GAS COMPANY	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZBAYR 2003-1 HMT	\$3,000
BENBOW CHEMICAL PACKING, INC. (Shipper)	Failed to train in required area. [172.704] Case No. ZBCPA 2003-1 HMT	\$2,625
BIO-LAB, INC. (Shipper)	Improper display of identification number markings; prohibited placarding. [172.332(C)(3), 172.502(A)(1)(II)] Case No. ZBIO 2003-1 HMT	\$4,000

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
BNSF RAILWAY COMPANY (Carrier)	Tank car had obscured marking. [172.304(a)] Case No. BNSF 2001-60 HMT	\$1,300
BNSF RAILWAY COMPANY (Carrier)	Train crew had improper or inadequate hazardous materials documentation. [174.26(b)] Case No. BNSF 2003-112 HMT	\$3,150
BNSF RAILWAY COMPANY (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car; accepted hazardous materials shipment not in compliance with the regulations. [174.26(a), 174.3] Case No. BNSF 2003-113 HMT	\$3,900
BNSF RAILWAY COMPANY (Carrier)	Placard not readily visible or improperly located. [172.516] Case No. BNSF 2003-129 HMT	\$1,200
BNSF RAILWAY COMPANY (Carrier)	Train crew had improper or inadequate hazardous materials documentation; accepted hazardous materials shipment not in compliance with the regulations. [174.26(b), 174.3] Case No. BNSF 2003-130 HMT	\$17,775
BNSF RAILWAY COMPANY (Carrier)	Train crew had improper or inadequate hazardous materials documentation. [174.26(b)] Case No. BNSF 2003-157 HMT	\$4,875
BNSF RAILWAY COMPANY (Carrier)	Offered or transported a tank car without required identification number. [172.330(a)(1)] Case No. BNSF 2003-165 HMT	\$1,625
BNSF RAILWAY COMPANY (Carrier)	Train crew had improper or inadequate hazardous materials documentation; improper train placement of hazmat car. [174.26(b), 174.85] Case No. BNSF 2003-175 HMT	\$7,250
BNSF RAILWAY COMPANY (Carrier)	Improper or inadequate inspection of cars containing hazardous materials. [174.9] Case No. BNSF 2003-221 HMT	\$3,450
BNSF RAILWAY COMPANY (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car. [174.26(a)] Case No. BNSF 2003-243 HMT	\$2,600
BNSF RAILWAY COMPANY (Carrier)	Prohibited display of identification number markings. [172.334(b)] Case No. BNSF 2003-246 HMT	\$3,250
BNSF RAILWAY COMPANY (Carrier)	Failed to separate a car placarded "RESIDUE" from a locomotive or occupied caboose by at least one non-placarded car. [174.85(c)] Case No. BNSF 2003-250 HMT	\$1,950
BNSF RAILWAY COMPANY (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car; failed to separate a car placarded "RESIDUE" from a locomotive or occupied caboose by at least one non-placarded car. [174.26(a), 174.85(c)] Case No. BNSF 2003-65 HMT	\$9,650
BNSF RAILWAY COMPANY (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car; train crew had improper or inadequate hazardous materials documentation. [174.26(a), 174.26(b)] Case No. BNSF 2003-73 HMT	\$5,525
BNSF RAILWAY COMPANY (Carrier)	Improper train placement of hazmat car. [174.85] Case No. BNSF 2003-83 HMT	\$3,500
BNSF RAILWAY COMPANY (Carrier)	Train crew had improper or inadequate hazardous materials documentation. [174.26(b)] Case No. BNSF 2003-84 HMT	\$5,250

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
BNSF RAILWAY COMPANY (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car. [174.26(a)] Case No. BNSF 2003-85 HMT	\$550
BNSF RAILWAY COMPANY (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car. [174.26(a)] Case No. BNSF 2003-86 HMT	\$4,050
BNSF RAILWAY COMPANY (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car. [174.26(a)] Case No. BNSF 2003-90 HMT	\$650
BNSF RAILWAY COMPANY (Carrier)	Use of tank car without shelf-couplers; offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(b)(1), 173.31(d)] Case No. BNSF 2004-13 HMT	\$19,150
BNSF RAILWAY COMPANY (Carrier)	Inhalation Hazard—not marked as required; prohibited placarding [172.313(a), 172.502(a)(1)(ii)] Case No. BNSF 2004-32 HMT	\$2,925
BP AMOCO CHEMICAL COMPANY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZCCW 2001-1 HMT	\$1,350
BP WEST COAST PRODUCTS (Shipper)	Allowed unloading hoses to remain connected when unloading was discontinued; failed to tighten valves when unloading was discontinued. [174.67(j)] Case No. ZBPWC 2004-1 HMT	\$1,000
BRENNTAG CANADA, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZBTCL 2003-1 HMT	\$5,000
BRENNTAG CANADA, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZBTCL 2003-2 HMT	\$2,000
BRENNTAG CANADA, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZBTCL 2003-3 HMT	\$4,000
BRENNTAG MID-SOUTH, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures [173.31(d)(1)(ii)] Case No. ZBMS 2003-1 HMT	\$5,000
CALABRIAN CORP. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(v)] Case No. ZCALC 2004-1 HMT	\$3,700
CALIFORNIA CEDAR PRODUCTS COMPANY (Shipper)	Failed to attend tank car unloading or allowed tank car unloading hoses to remain connected after unloading was completed. [174.67(i)] Case No. ZCCPQ 2004-1 HMT	\$8,000

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
CALUMET LUBRICANT COMPANY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZCLU 2002-1 HMT	\$7,000
CANADIAN NATIONAL RAILWAY COMPANY (Carrier)	Failed to comply with requirements for position in train of cars of hazardous materials. [174.85(d)] Case No. CN 2002-46 HMT	\$3,350
CANADIAN NATIONAL RAILWAY COMPANY (Carrier)	Train crew had improper or inadequate hazardous materials documentation. [174.26(b)] Case No. CN 2002-52 HMT	\$4,750
CANADIAN NATIONAL RAILWAY COMPANY (Carrier)	Improper or inadequate inspection of cars containing hazardous materials. [174.9] Case No. CN 2003-18 HMT	\$3,150
CANADIAN NATIONAL RAILWAY COMPANY (Carrier)	Improper or inadequate inspection of cars containing hazardous materials. [174.9] Case No. CN 2003-19 HMT	\$2,250
CANADIAN NATIONAL RAILWAY COMPANY (Carrier)	Improper or inadequate inspection of cars containing hazardous materials. [174.9] Case No. CN 2003-20 HMT	\$2,650
CANADIAN NATIONAL RAILWAY COMPANY (Carrier)	Train crew had improper or inadequate hazardous materials documentation [174.26] Case No. CN 2003-31 HMT	\$3,250
CARGILL-CORN MILLING DIVISION (Shipper)	Failed to maintain placard in conformance with requirements; improperly secured car after unloading. [172.516(c)(6), 174.67(k)] Case No. ZCCM 2003-1 HMT	\$6,000
CAROTRANS INTERNATIONAL (Shipper)	Represented that a hazardous material was present in a packaging when no hazardous material was, in fact, present. [171.2(f)(2)] Case No. ZCARO 2003-2 HMT	\$1,000
CARPENTER CHEMICAL COMPANY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZCPT 2003-1 HMT	\$3,500
CARPENTER COMPANY (Shipper)	Failed to maintain record of training; improper preparation to unload tank car, including failure to set caution signs; failed to attend tank car unloading or allowed tank car unloading hoses to remain connected after unloading was completed. [172.704(d)(1), 174.67(a)(3), 174.67(i)] Case No. ZCRP 2002-1 HMT	\$32,500
CASA GRANDE CHEMICALS (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZCGR 2002-1 HMT	\$700

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
CELANESE, LTD. (Shipper)	Overloaded to exceed the maximum weight of lading marked on the specification plate. [173.24b(d)(2)] Case No. ZCELA 2004-1 HMT	\$5,000
CELANESE PAMPA LTD. PLANT (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZCLP 2004-1 HMT	\$4,000
CENTRAL OREGON & PACIFIC RAILROAD, INC. (Carrier)	Failed to comply with requirements for position in train of cars of hazardous materials. [174.85(d)] Case No. CORP 2003-6 HMT	\$3,000
CF INDUSTRIES (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZCFS 2003-1 HMT	\$1,500
CF INDUSTRIES (Shipper)	Improper or missing commodity stencil; offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [172.325(b), 173.31(d)] Case No. ZCFS 2004-1 HMT	\$3,375
CFR CHEMICAL (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZCFRQ 2004-1 HMT	\$1,600
CHEMICAL SOLVENTS, INC. (Shipper)	Improper preparation to unload tank car, including failure to set brakes and block wheels; improper preparation to unload tank car, including failure to set caution signs; failed to attend tank car unloading or allowed tank car unloading hoses to remain connected after unloading was completed. [174.67(a)(2), 174.67(a)(3), 174.67(i)] Case No. ZCXD 2003-1 HMT	\$6,000
CHEMICAL TRANSFER COMPANY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZCHT 2002-1 HMT	\$3,750
CHEMICAL TRANSFER COMPANY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZCHT 2002-2 HMT	\$2,400
CHEMICAL TRANSFER COMPANY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZCHT 2002-3 HMT	\$2,400
CHEMICAL TRANSFER COMPANY (Shipper)	Failed to attend tank car unloading or allowed tank car unloading hoses to remain connected after unloading was completed; allowed unloading hoses to remain connected when unloading was discontinued, failed to tighten valves when unloading was discontinued. [174.67(i), 174.67(j)] Case No. ZCHT 2003-1 HMT	\$12,100

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
CHEVRON PHILLIPS CHEMICAL, LLP. (Shipper)	Offered a hazardous materials package for transportation marked with a proper shipping name or identification number when the package did not contain the material. [172.303(a)] Case No. ZCPCL 2004-1 HMT	\$5,000
CHEVRON PRODUCTS (Shipper)	Use of car with inadequate or improper safety systems. [173.31(b)] Case No. ZCHEV 2002-2 HMT	\$8,500
CHEVRON PRODUCTS (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZCHEV 2003-2 HMT	\$3,500
CIBA SPECIALTY CHEMICALS (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZCIBS 2004-1 HMT	\$7,500
CITGO PETROLEUM CORP. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZCPR 2003-1 HMT	\$6,500
COASTAL EAGLE POINT (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZCEP 2003-1 HMT	\$8,500
COASTAL REFINING & MARKETING, INC. (Shipper)	Failed to comply with requirements for leaking tank cars. [174.5] Case No. ZCRM 2002-1 HMT	\$3,500
COAST ENERGY GROUP (Shipper)	Offered or transported a tank car without required commodity stencil. [172.330(a)(1)(ii)] Case No. ZCERG 2002-1 HMT	\$1,875
CON AGRA FERTILIZER COMPANY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZCAF 2003-1 HMT	\$4,200
CON AGRA FERTILIZER COMPANY (Shipper)	Failed to comply with requirements for leaking tank cars. [174.5] Case No. ZCAF 2003-2 HMT	\$11,250
CONOCO, INCORPORATED (Shipper)	Use of car with inadequate or improper safety systems. [173.31(b)] Case No. ZCNI 2004-1 HMT	\$7,500
CONOCO, INCORPORATED (Shipper)	Use of car with inadequate or improper safety systems. [173.31(b)] Case No. ZCNI 2004-2 HMT	\$7,500
CONSOLIDATED RAIL CO. (Carrier)	Failed to expedite hazardous materials shipment. [174.14] Case No. CR 2003-2 HMT	\$700

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
COUNTRYMARK COOPERATIVE, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZCOU 2002-1 HMT	\$1,200
COWHOUSE PARTNERS, LLC. (Shipper)	Tank car unloading operations performed by persons not properly trained; improper preparation to unload tank car, including failure to set brakes and block wheels; improper preparation to unload tank car, including failure to set caution signs; failed to attend tank car unloading or allowed tank car unloading hoses to remain connected after unloading was completed. [174.67(a)(1), 174.67(a)(2), 174.67(a)(3), 174.67(i)] Case No. ZCWHP 2003-1 HMT	\$8,500
CREOLE FERMENTATION INDUSTRIES, INC. (Shipper)	Filled and/or offered cargo tank motor vehicle with out of date retest or periodic inspection. [173.33(a)(3)] Case No. ZCFII 2004-1 HMT	\$5,625
CROMPTON CORPORATION (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)(v)] Case No. ZCROM 2003-1 HMT	\$1,300
CROMPTON CORPORATION (Shipper)	Improper size of markings on bulk package. [172.302(b)(3)] Case No. ZCROM 2003-2 HMT	\$2,000
CSX TRANSPORTATION, INC. (Carrier)	Accepted hazardous materials shipment not in compliance with the regulations. [174.3] Case No. CSX 2002-152 HMT	\$3,500
CSX TRANSPORTATION, INC. (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car; train crew had improper or inadequate hazardous materials documentation. [174.26(a), 174.26(b)] Case No. CSX 2003-109 HMT	\$7,500
CSX TRANSPORTATION, INC. (Carrier)	Train crew had improper or inadequate hazardous materials documentation. [174.26(b)] Case CSX 2003-115 HMT	\$4,750
CSX TRANSPORTATION, INC. (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car; train crew had improper or inadequate hazardous materials documentation. [174.26(a), 174.26(b)] Case No. CSX 2003-121 HMT	\$9,800
CSX TRANSPORTATION, INC. (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car; train crew had improper or inadequate hazardous materials documentation. [174.26(a), 174.26(b)] Case No. CSX 2003-123 HMT	\$7,500
CSX TRANSPORTATION, INC. (Carrier)	Failed to maintain placard in conformance with requirements. [172.516(c)(6)] Case No. CSX 2003-126 HMT	\$700
CSX TRANSPORTATION, INC. (Carrier)	Failed to comply with requirements for position in train of cars of hazardous materials. [174.85(d)] Case No. CSX 2003-130 HMT	\$3,600

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
CSX TRANSPORTATION, INC. (Carrier)	Offered or transported a tank car without required ID number; acceptance of hazardous material without properly prepared shipping paper; train crew did not have a document showing the position in train of each loaded, placarded car; train crew had improper or inadequate hazardous materials documentation; improper or inadequate inspection of cars containing hazardous materials. [172.330(a)(1), 174.24(a), 174.26(a), 174.26(b), 174.9] Case No. CSX 2003-141 HMT	\$10,500
CSX TRANSPORTATION, INC. (Carrier)	Improper technical name in hazardous materials description on shipping paper. [172.203(k)(2)(iv)] Case No. CSX 2003-150 HMT	\$3,500
CSX TRANSPORTATION, INC. (Carrier)	Train crew had improper or inadequate hazardous materials documentation. [174.26(b)] Case No. CSX 2003-151 HMT	\$14,000
CSX TRANSPORTATION, INC. (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car; train crew had improper or inadequate hazardous materials documentation. [174.26(a), 174.26(b)] Case No. CSX 2003-152 HMT	\$7,700
CSX TRANSPORTATION, INC. (Carrier)	Train crew had improper or inadequate hazardous materials documentation. [174.26(b)] Case No. CSX 2003-153 HMT	\$33,000
CSX TRANSPORTATION, INC. (Carrier)	Train crew had improper or inadequate hazardous materials documentation. [174.26(b)] Case No. CSX 2003-158 HMT	\$4,750
CSX TRANSPORTATION, INC. (Carrier)	Train crew had improper or inadequate hazardous materials documentation. [174.26(b)] Case No. CSX 2003-159 HMT	\$5,000
CSX TRANSPORTATION, INC. (Carrier)	Train crew had improper or inadequate hazardous materials documentation. [174.26(b)] Case No. CSX 2003-160 HMT	\$4,750
CSX TRANSPORTATION, INC. (Carrier)	Acceptance of hazardous material without properly prepared shipping paper. [174.24(a)] Case No. CSX 2003-163 HMT	\$3,750
CSX TRANSPORTATION, INC. (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car; failed to comply with requirements for position in train of cars of hazardous materials. [174.26(a), 174.85(d)] Case No. CSX 2003-164 HMT	\$16,500
CSX TRANSPORTATION, INC. (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car. [174.26(a)] Case No. CSX 2003-165 HMT	\$3,000
CSX TRANSPORTATION, INC. (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car. [174.26(a)] Case No. CSX 2003-166 HMT	\$4,250
CSX TRANSPORTATION, INC. (Carrier)	Train crew had improper or inadequate hazardous materials documentation; improper or inadequate inspection of cars containing hazardous materials. [174.26(b), 174.9] Case No. CSX 2003-48 HMT	\$8,250
CSX TRANSPORTATION, INC. (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car; train crew had improper or inadequate hazardous materials documentation. [174.26(a), 174.26(b)] Case No. CSX 2003-65 HMT	\$9,250
CSX TRANSPORTATION, INC. (Carrier)	Failed to comply with requirements for leaking tank cars. [174.5] Case No. CSX 2003-76 HMT	\$14,750

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
CSX TRANSPORTATION, INC. (Carrier)	Offered or transported a tank car without required identification number. [172.330(a)(1)] Case No. CSX 2003-81 HMT	\$1,850
CSX TRANSPORTATION, INC. (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car. [174.26(a)] Case No. CSX 2003-83 HMT	\$4,750
CSX TRANSPORTATION, INC. (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car. [174.26(a)] Case No. CSX 2003-84 HMT	\$1,650
CSX TRANSPORTATION, INC. (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car. [174.26(a)] Case No. CSX 2003-89 HMT	\$5,400
CSX TRANSPORTATION, INC. (Carrier)	Identification number missing or in improper location; failed to completely placard or failed to apply correct placards. [172.302(a)(1), 172.504(a)] Case No. CSX 2004-10 HMT	\$6,500
CSX TRANSPORTATION, INC. (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car. [174.26(a)] Case No. CSX 2004-13 HMT	\$4,000
CSX TRANSPORTATION, INC. (Carrier)	Acceptance of hazardous material without properly prepared shipping paper. [174.24(a)] Case No. CSX 2004-15 HMT	\$3,400
CSX TRANSPORTATION, INC. (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car; train crew had improper or inadequate hazardous materials documentation. [174.26(a), 174.26(b)] Case No. CSX 2004-23 HMT	\$16,500
CSX TRANSPORTATION, INC. (Carrier)	Train crew had improper or inadequate hazardous materials documentation. [174.26(b)] Case No. CSX 2004-24 HMT	\$2,450
CSX TRANSPORTATION, INC. (Carrier)	Failed to comply with requirements for position in train of cars of hazardous materials. [174.85(d)] Case No. CSX 2004-39 HMT	\$3,900
CSX TRANSPORTATION, INC. (Carrier)	Failed to comply with requirements for position in train of cars of hazardous materials. [174.85(d)] Case No. CSX 2004-40 HMT	\$3,900
CSX TRANSPORTATION, INC. (Carrier)	Improper or inadequate inspection of cars containing hazardous materials. [174.9] Case No. CSX 2004-43 HMT	\$3,500
CSX TRANSPORTATION, INC. (Carrier)	Failed to comply with requirements for position in train of cars of hazardous materials. [174.85(d)] Case No. CSX 2004-6 HMT	\$3,900
CSX TRANSPORTATION, INC. (Carrier)	Failed to comply with requirements for position in train of cars of hazardous materials. [174.85(d)] Case No. CSX 2004-70 HMT	\$5,460
CSX TRANSPORTATION, INC. (Carrier)	Improper train placement of hazmat car. [174.85] Case No. CSX 2004-71 HMT	\$4,000
CSX TRANSPORTATION, INC. (Carrier)	Train crew had improper or inadequate hazardous materials documentation. [174.26(b)] Case No. CSX 2004-72 HMT	\$5,000
CUSTOM CHEMICAL CORP. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZCCCO 2003-1 HMT	\$3,500

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
CUSTOM CHEMICAL CORP. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZCCCO 2004-1 HMT	\$2,600
CYRO INDUSTRIES (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZCI 2002-1 HMT	\$6,500
CYRO INDUSTRIES (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZCI 2003-1 HMT	\$3,500
CYTEC INDUSTRIES (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZCYT 2003-3 HMT	\$1,700
DD WILLIAMSON & COMPANY, INC. (Shipper)	Improperly secured car after unloading. [174.67(k)] Case No. ZDDW 2003-1 HMT	\$2,000
DELTA TERMINALS SERVICES (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZDLT 2001-1 HMT	\$5,000
DEVON ENERGY CORPORATION (Shipper)	Offered or transported a tank car without required commodity stencil. [172.330(a)(1)(ii)] Case No. ZDECO 2003-1 HMT	\$2,500
DIAL CORPORATION (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZDIA 2002-1 HMT	\$2,500
DOMTAR INDUSTRIES (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZDTI 2003-2 HMT	\$5,000
DOUGLAS BATTERY AND MANUFACTURING CO. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZDOUG 2002-1 HMT	\$2,000
DOW CHEMICAL COMPANY (Shipper)	Incorrect or missing proper shipping name in shipping description. [172.203(c)(2)] Case No. ZDCU 2003-2 HMT	\$3,000
DOW CHEMICAL COMPANY (Shipper)	Inhalation Hazard—not marked as required. [172.313(a)] Case No. ZDCU 2003-3 HMT	\$1,300

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
DUKE ENERGY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZDUK 2002-1 HMT	\$2,000
DUKE ENERGY (Shipper)	Improperly secured car after unloading. [174.67(k)] Case No. ZDUK 2003-1 HMT	\$3,000
DUPONT (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZDF 2002-1 HMT	\$2,500
DYNEA CANADA, LTD. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZDYNC 2002-1 HMT	\$3,000
DYNEA U.S.A., INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZDYNU 2002-1 HMT	\$2,600
E.I. DUPONT DE NEMOURS AND COMPANY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZDUP 2002-1 HMT	\$6,500
E.I. DUPONT DE NEMOURS AND COMPANY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZDUP 2002-2 HMT	\$6,500
E.I. DUPONT DE NEMOURS AND COMPANY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZDUP 2003-1 HMT	\$9,250
E.I. DUPONT DE NEMOURS AND COMPANY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZDUP 2003-2 HMT	\$3,750
E. OSTERMAN, INC. (Shipper)	Improper preparation to unload tank car, including failure to set brakes and block wheels; improper preparation to unload tank car, including failure to set caution signs. [174.67(a)(2), 174.67(a)(3)] Case No. ZEOST 2003-1 HMT	\$4,500
EAGLEBROOK, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZEAG 2002-2 HMT	\$3,000

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
EAGLEBROOK, INC. (Shipper)	Offered hazardous materials for transportation with improper shipping papers; offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [172.203, 173.31(d)] Case No. ZEAG 2003-1 HMT	\$9,100
EAGLEBROOK, INC. (Shipper)	Failed to comply with requirements for leaking tank cars. [174.5] Case No. ZEAG 2003-2 HMT	\$4,500
EAGLEBROOK, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZEAG 2003-3 HMT	\$4,000
EAGLEBROOK, INC. (Shipper)	Improper or missing emergency response telephone number; offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [172.604(a), 173.31(d)(1)(iv)] Case No. ZEAG 2003-4 HMT	\$5,000
EASTMAN KODAK COMPANY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZEKC 2003-1 HMT	\$5,000
ECOLAB, INC. (Shipper)	Improper or inadequate loading and/or blocking and bracing of packages of hazardous materials. [174.55(a)] Case No. ZEOB 2003-1 HMT	\$2,800
ECOLAB, INC. (Shipper)	Offered hazardous materials for transportation with improper shipping papers; used improper package/container that allowed release of hazardous materials to the environment; offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [172.201, 173.24(b)(1), 173.31(d)(1)(iv)] Case No. ZEOB 2003-2 HMT	\$14,250
ELITE INTERNATIONAL TRANSPORTATION (Shipper)	Offered hazardous materials for transportation with improper shipping papers. [172.202(a)] Case No. ZEIT 2003-1 HMT	\$3,500
ENERGY PARTNERS (Shipper)	Used car with inadequate or improper safety systems. [173.31(b)] Case No. ZENP 2004-1 HMT	\$5,500
EOTT ENERGY COMPANY (Shipper)	Offered or transported a tank car without required commodity stencil. [172.330(a)(1)(ii)] Case No. ZEOT 2003-2 HMT	\$2,500
EQUISTAR CHEMICALS, LP. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)(ii)] Case No. ZEQU 2003-1 HMT	\$7,000

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
ETHYL PETROLEUM ADDITIVES, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZEPA 2003-1 HMT	\$5,500
EVERGREEN AMERICA CO. (Shipper)	Offered hazardous materials for transportation with improper shipping papers. [172.200(a)] Case No. ZEAS 2004-1 HMT	\$3,500
EXXONMOBIL CHEMICAL COMPANY (Shipper)	Failed to comply with requirements for leaking tank cars. [174.5] Case No. ZEMCC 2003-3 HMT	\$1,800
EXXONMOBIL CHEMICAL COMPANY (Shipper)	Filled a tank car overdue for periodic inspection and then offered it for transportation. [173.31(a)(3)] Case No. ZEMCC 2003-4 HMT	\$5,250
FERRO CORPORATION (Shipper)	Use of tank car that did not meet DOT specifications. [173.31] Case No. ZFEC 2003-1 HMT	\$1,300
FLINT INK CORP. (Shipper)	Missing or improperly displayed identification number; portable tank not in compliance with the hazardous materials regulations. [172.302(a)(1), 172.326(a)] Case No. ZFIC 2003-1 HMT	\$3,250
FLORIDA EAST COAST RAILWAY CO. (Carrier)	Failed to comply with prohibited marking regulations. [172.303] Case No. FEC 2003-1 HMT	\$1,500
FMC CORPORATION (Shipper)	Use of tank car did not meet DOT specifications. [173.31] Case No. ZFMC 2003-1 HMT	\$7,500
FMC CORPORATION (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)(ii)] Case No. ZFMC 2003-2 HMT	\$3,750
FOX PACKAGING (Shipper)	Use of tank car that did not meet DOT specifications. [173.31] Case No. ZFPG 2003-1 HMT	\$1,000
FRASER PAPERS NEXFOR (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZFPN 2002-1 HMT	\$1,000
FRONTIER EL DORADO REFINING COMPANY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZFEDR 2003-1 HMT	\$2,000
FRONTIER REFINING, INC. (Shipper)	Use of tank car that did not meet DOT specifications. [173.31] Case No. ZFOR 2003-1 HMT	\$10,000

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
FTL DISTRIBUTION, INC. (Shipper)	Improperly displayed or missing identification number on bulk packaging; failed to completely placard or failed to apply correct placards; improper or inadequate loading and/or blocking and bracing of packages of hazardous materials. [172.331, 172.504(a), 174.55] Case No. ZFTL 2001-1 HMT	\$5,000
FUEL MARKETING CORPORATION (Shipper)	Failed to completely placard or failed to apply correct placards; improper offering or acceptance of residue hazardous materials tank car, usually due to insecure closures. [172.504(a), 173.29(a)] Case No. ZFMCO 2003-1 HMT	\$7,200
GEORGIA-PACIFIC CORPORATION (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZGPL 2002-1 HMT	\$2,000
GEORGIA-PACIFIC CORPORATION (Shipper)	Failed to comply with closure requirements on packaging. [173.24(f)] Case No. ZGPA 2001-2 HMT	\$5,000
GEORGIA-PACIFIC CORPORATION (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZGPA 2004-1 HMT	\$4,000
GEORGIA PACIFIC RESINS (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZGPR 2004-1 HMT	\$2,000
GOOD PASTURE, INC. (Shipper)	Improper preparation to unload tank car, including failure to set brakes and block wheels; allowed unloading hoses to remain connected when unloading was discontinued; failed to tighten valves when unloading was discontinued. [174.67(a)(2), 174.67(j)] Case No. ZGPI 2002-1 HMT	\$2,500
GOOD PASTURE, INC. (Shipper)	Allowed unloading hoses to remain connected when unloading was discontinued; failed to tighten valves when unloading was discontinued. [174.67(j)] Case No. ZGPI 2002-2 HMT	\$1,000
GREAT LAKE TERMINAL & TRANSPORTATION	Offering a tank car for transportation that contains a hazardous material, or the residue of a hazardous material, when the tank car is not in proper condition or is unsafe for transportation. 173.31(d) Case ZGLT 2002-1 HMT	\$1,500
GROENDYKE TRANSPORT, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZGDT 2004-1 HMT	\$5,000
HALTERMAN, LTD. (Shipper)	Improper or inadequate loading and/or blocking and bracing of packages of hazardous materials. [174.55] Case No. ZHLT 2001-1 HMT	\$7,500
HIRAM WALKER & SONS, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZHWS 2002-1 HMT	\$4,000

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
HIRAM WALKER & SONS, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZHWS 2002-2 HMT	\$1,500
HOLCIM (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZHOL 2003-1 HMT	\$1,200
ICI PAINTS NORTH AMERICA (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZIPNA 2003-1 HMT	\$3,000
ILLINOIS CENTRAL RAIL (Carrier)	Train crew had improper or inadequate hazardous materials documentation. [174.26(b)] Case No. IC 2003-20 HMT	\$4,750
INDSPEC CHEMICAL (Shipper)	Use of tank car that did not meet DOT specifications. [173.31(a)(1)] Case No. ZISC 2004-1 HMT	\$1,000
INDUSTRIAL CHEMICAL CORP. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation [173.31(d)(1)(v)] Case No. ZICC 2003-1 HMT	\$3,000
INLAND PAPERBOARD AND PACKAGING, INC. (Shipper)	Failed to comply with requirements for leaking tank cars. [174.5] Case No. ZIPP 2003-1 HMT	\$3,500
INTERAMERICA FORWARDING COMPANY, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZIAF 2002-1 HMT	\$10,000
INTERGULF CORPORATION (Shipper)	Failed to comply with requirements for leaking tank cars. [174.5] Case No. ZITGC 2003-1 HMT	\$1,500
INTERNATIONAL MAYTEX TANK TERMINALS (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZINTT 2003-1 HMT	\$3,000
INTERNATIONAL MAYTEX TANK TERMINALS (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZINTT 2003-2 HMT	\$4,500
INTERNATIONAL PAPER CO. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZIP 2003-1 HMT	\$5,000

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
INTERNATIONAL PAPER CO. (Shipper)	Insufficient outage. [173.24b(a)(3)] Case No. ZIP 2003-2 HMT	\$4,000
INTERPLASTIC CORPORATION (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZIMA 2004-1 HMT	\$3,000
IRVING OIL COMPANY (Shipper)	Improper emergency response telephone number. [172.604(a)(2)] Case No. ZIRO 2004-1 HMT	\$4,500
J.R. SIMPLOT CO. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZJRS 2003-2 HMT	\$8,500
J.R. SIMPLOT CO. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZJRS 2004-1 HMT	\$1,500
JAY-MAR, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)(vi)] Case No. ZJMI 2003-1 HMT	\$5,000
JOHN DEERE AND COMPANY (Shipper)	Offered hazardous materials for transportation with improper shipping papers; failed to placard in compliance with hazardous materials regulations; improper or inadequate loading and/or blocking and bracing of packages of hazardous materials. [172.202(a)(2), 172.508(a), 174.55(a)] Case No. ZJOHN 2003-1 HMT	\$3,000
JONES CHEMICAL CO. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZJCC 2003-1 HMT	\$3,000
JONES HAMILTON COMPANY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZJHO 2001-1 HMT	\$5,000
JONES HAMILTON COMPANY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZJHO 2002-1 HMT	\$5,000
KELLERSTRASS (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZKTS 2001-1 HMT	\$4,000

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
KEMIRON PACIFIC COMPANY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZKEP 2002-1 HMT	\$3,500
KEMIRON PACIFIC COMPANY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZKEP 2002-2 HMT	\$3,000
KEMIRON PACIFIC COMPANY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZKEP 2002-3 HMT	\$4,000
KINDER MORGAN (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZKMB 2002-1 HMT	\$7,000
KINDER MORGAN (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZKMB 2003-1 HMT	\$6,000
KINDER MORGAN (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZKMB 2004-1 HMT	\$7,500
KINGSFORD MANUFACTURER (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZKING 2002-1 HMT	\$2,400
KMCO, INC. (Shipper)	Quantity limitations. [173.26] Case No. ZKMO 2001-1 HMT	\$3,500
KMCO, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZKMO 2002-1 HMT	\$4,000
KOCH REFINING CO. (Shipper)	Improper placarding. [172.519(b)(4)] Case No. ZKRC 2002-1 HMT	\$3,000
KOPCOAT (Shipper)	Use of tank car without shelf-couplers; offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(b)(1), 173.31(d)] Case No. ZKCI 2003-1 HMT	\$11,000
KOPPERS, INC. (Shipper)	Failed to comply with requirements for leaking tank cars. [174.5] Case No. ZKPI 2002-4 HMT	\$5,000

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
KOPPERS, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZKPI 2003-2 HMT	\$15,000
LA CHEMICAL (Shipper)	Allowed unloading hoses to remain connected when unloading was discontinued; failed to tighten valves when unloading was discontinued. [174.67(j)] Case No. ZLCQ 2004-1 HMT	\$1,300
LA ROCHE INDUSTRIES, INC. (Shipper)	Failed to conduct required initial and/or recurrent training as required. [172.704(c)] Case No. ZLAR 2002-1 HMT	\$3,500
LIQUID TRANSFER TERMINAL (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZLTT 2003-1 HMT	\$1,000
LIQUID TRANSPORT CORPORATION (Shipper)	Improper preparation to unload tank car, including failure to set brakes and block wheels; improper preparation to unload tank car, including failure to set caution signs; improperly secured car after unloading. [174.67(a)(2), 174.67(a)(3), 174.67(k)] Case No. ZLTC 2002-1 HMT	\$6,000
LOGISTECHS, INC. (Shipper)	Failed to comply with requirements for leaking tank cars. [174.5] Case No. ZLTGX 2003-1 HMT	\$1,375
LUBRIZOL CORPORATION (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZLUB 2003-1 HMT	\$8,500
LUBRIZOL CORPORATION (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(2)] Case No. ZLUB 2004-1 HMT	\$8,000
LUCITE INTERNATIONAL (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZLUIN 2003-1 HMT	\$6,500
LYONDELL PETROCHEMICAL CO. (Shipper)	Improper use or display of identification number markings. [172.332] Case No. ZLPY 2003-1 HMT	\$1,250
M & M CHEMICAL CO., INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZMMCH 2002-1 HMT	\$7,000
MAGNA CARTA TRANSPORTATION (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZMAGN 2002-1 HMT	\$10,000

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
MARTIN GAS SALES, INC. (Shipper)	Allowed unloading hoses to remain connected when unloading was discontinued; failure to tighten valves when unloading was discontinued. [174.67(j)] Case No. ZGGC 2002-1 HMT	\$1,300
MEAD WESTVACO CORP. (Shipper)	Offered hazardous materials for transportation with improper shipping papers. [172.200(a)] Case No. ZWVC 2003-1 HMT	\$4,500
MIDWEST GRAIN PROCESSORS (Shipper)	Affixed or displayed a placard on a transport vehicle not containing a hazardous material; offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [172.502(a), 173.31(d)(1)(iv)] Case No. ZMDGP 2003-1 HMT	\$4,900
MIDWEST GRAIN PROCESSORS (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZMDGP 2003-2 HMT	\$3,125
MIDWEST GRAIN PROCESSORS (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZMDGP 2003-3 HMT	\$3,600
MIDWEST GRAIN PROCESSORS (Shipper)	Offered a hazardous materials package for transportation marked with a proper shipping name or identification number when the package did not contain the material. [172.303(a)] Case No. ZMDGP 2003-4 HMT	\$3,125
NATIONAL RAIL CAR, INC. (Shipper)	Use of tank car that did not meet DOT specifications. [173.31] Case No. ZNRCI 2003-1 HMT	\$5,000
NEVILLE CHEMICAL CO. (Shipper)	Affixed or displayed a placard on a transport vehicle not containing a hazardous material; placard not readily visible or improperly located; offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [172.502, 172.516, 173.31(D)(1)(II)] Case No. ZNCC 2003-1 HMT	\$5,200
NICKEY WAREHOUSE, INC. (Shipper)	Improper or inadequate loading and/or blocking and bracing of packages of hazardous materials. [174.55(a)] Case No. ZNICK 2003-1 HMT	\$2,500
NORFOLK SOUTHERN RAILWAY CO. (Carrier)	Accepted hazardous materials shipment with improperly prepared shipping paper; train crew had improper or inadequate hazardous materials documentation. [174.24, 174.26(b)] Case No. SOU 2002-157 HMT	\$24,500
NORFOLK SOUTHERN RAILWAY CO. (Carrier)	Improper or inadequate inspection of cars containing hazardous materials. [174.9] Case No. SOU 2003-141 HMT	\$1,500
NORFOLK SOUTHERN RAILWAY CO. (Carrier)	Offered hazardous materials for transportation with improper shipping papers; no emergency response information available to government agent. [172.202, 172.600(c)(2)] Case No. SOU 2003-142 HMT	\$6,550

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
NORFOLK SOUTHERN RAILWAY CO. (Carrier)	Offered or transported a tank car without required identification number. [172.330(a)(1)] Case No. SOU 2003-146 HMT	\$3,050
NORFOLK SOUTHERN RAILWAY CO. (Carrier)	Offered hazardous materials for transportation with improper shipping papers; improper or missing hazardous waste manifest; improper or missing hazardous waste manifest; train crew did not have a document showing the position in train of each loaded, placarded car; improper transportation of portable tank or other bulk packaging in TOFC/COFC service; improper transportation of portable tank or other bulk packaging in TOFC/COFC service; failure to comply with requirements for position in train of cars of hazardous materials. [172.202, 172.205(f), 172.205, 174.26(a), 174.63(c)(5)(i), 174.63(c)(5)(ii), 174.85(d)] Case No. SOU 2003-193 HMT	\$17,300
NORFOLK SOUTHERN RAILWAY CO. (Carrier)	Offered or accepted hazardous materials without being registered; offered a hazardous materials package for transportation marked with a proper shipping name or identification number when the package did not contain the material; offered or transported a tank car without required identification number; failed to completely placard or failure to apply correct placards; placard improperly displayed; train crew did not have a document showing the position in train of each loaded, placarded car; train crew had improper or inadequate hazardous materials documentation; improper marking or placarding of rail car by carrier; improper or inadequate inspection of cars containing hazardous materials. [171.2(a), 172.303(a), 172.330(a)(1), 172.504(a), 172.516(c), 174.26(a), 174.26(b), 174.59, 174.9] Case No. SOU 2003-196 HMT	\$28,650
NORFOLK SOUTHERN RAILWAY CO. (Carrier)	Train crew had improper or inadequate hazardous materials documentation. [174.26(b)] Case No. SOU 2003-51 HMT	\$4,850
NORFOLK SOUTHERN RAILWAY CO. (Carrier)	“Inhalation hazard” not marked; offered or transported a tank car without required identification number; failed to properly placard for subsidiary hazards; train crew did not have a document showing the position in train of each loaded, placarded car. [172.313, 172.330(a)(1), 172.505, 174.26(a)] Case No. SOU 2003-53 HMT	\$8,500
NORFOLK SOUTHERN RAILWAY CO. (Carrier)	Offered or transported a tank car without required identification number. [172.330(a)(1)] Case No. SOU 2003-78 HMT	\$1,500
NORFOLK SOUTHERN RAILWAY CO. (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car; improper or inadequate inspection of cars containing hazardous materials. [174.26(a), 174.9] Case No. SOU 2003-94 HMT	\$3,750
NORFOLK SOUTHERN RAILWAY CO. (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car; train crew had improper or inadequate hazardous materials documentation. [174.26(a), 174.26(b)] Case No. SOU 2004-19 HMT	\$29,700

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
NORFOLK SOUTHERN RAILWAY CO. (Carrier)	Offered or accepted hazardous materials without being registered; offered hazardous materials for transportation with improper shipping papers; offered hazardous materials for transportation with improper shipping papers; improper or missing "marine pollutant" description on shipping papers; accepted hazardous material without properly prepared shipping paper; train crew did not have a document showing the position in train of each loaded, placarded car; train crew had improper or inadequate hazardous materials documentation; failed to comply with requirements for leaking tank cars. [171.2(a), 172.201(d), 172.202(a), 172.203(l), 174.24(a), 174.26(a), 174.26(b), 174.5] Case SOU 2004-25 HMT	\$52,950
NORFOLK SOUTHERN RAILWAY CO. (Carrier)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation; allowed unloading hoses to remain connected when unloading was discontinued; failed to tighten valves when unloading was discontinued. [173.31(d), 174.67(j)] Case No. SOU 2004-46 HMT	\$15,800
NORFOLK SOUTHERN RAILWAY CO. (Carrier)	Failed to comply with requirements for position in train of cars of hazardous materials. [174.85(d)] Case No. SOU 2004-65 HMT	\$3,500
NORTHWEST L.P. GAS (Shipper)	Improper preparation to unload tank car, including failure to set brakes and block wheels; improper preparation to unload tank car, including failure to set caution signs. [174.67(a)(2), 174.67(a)(3)] Case No. ZNLPG 2003-1 HMT	\$6,000
NOVA CHEMICALS, LTD. (Shipper)	Use of tank car that did not meet DOT specifications. [173.31] Case No. ZNOV 2003-1 HMT	\$3,500
NUCOR STEEL CORPORATION (Shipper)	Offered hazardous materials for transportation without a certified shipping paper; use of tank car that did not meet DOT specifications. [172.204, 173.31] Case No. ZNUC 2003-1 HMT	\$25,000
NUTRA-FLO CHEMICAL CO. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZNFC 2003-1 HMT	\$1,300
NUTRA-FLO CHEMICAL CO. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZNFC 2004-1 HMT	\$3,000
NYK LINE, INC. (Shipper)	Improper or missing emergency response telephone number. [172.604] Case No. ZNYK 2003-1 HMT	\$4,000
OCI CORPERATION (Shipper)	Offered hazardous materials for transportation with improper shipping papers; improper or missing hazardous waste manifest; improper or inadequate loading and/or blocking and bracing of packages of hazardous materials. [172.201(d), 172.203, 172.205(f), 174.55] Case No. ZOCI 2000-1 HMT	\$8,000
OLD WORLD INDUSTRIES (Shipper)	Improper offering or acceptance of residue hazardous materials tank car, usually due to insecure closures. [173.29(a)] Case No. ZOWT 2003-1 HMT	\$2,000

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
OVERNITE TRANSPORTATION (Shipper)	Improper or inadequate loading and/or blocking and bracing of packages of hazardous materials. [174.55(a)] Case No. ZOVT 2003-1 HMT	\$5,000
PACKAGING ADVANTAGE CORP. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZPADC 2003-1 HMT	\$2,000
PALOUSE RIVER AND COULEE CITY RAILROAD (Carrier)	Failed to register or to renew registration. [107.608] Case No. PCC 2003-7 HMT	\$975
PCS PHOSPHATE COMPANY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZPHO 2003-1 HMT	\$2,000
PHIBRO-TECH, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZPHI 2003-1 HMT	\$1,200
PRAXAIR, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZPRX 2003-1 HMT	\$5,000
QUALITY RAIL SERVICE, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZQRS 2003-1 HMT	\$2,500
QUALITY RAIL SERVICE, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZQRS 2003-2 HMT	\$1,000
RAIL CONTAINER CORPORATION (Shipper)	Placard not readily visible. [172.516(a)] Case No. ZRCCO 2004-1 HMT	\$2,750
REICHHOLD CHEMICALS, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZRDC 1999-1 HMT	\$2,600
REICHHOLD CHEMICALS, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZRDC 2001-1 HMT	\$6,800
REMET CORPORATION (Shipper)	Improperly secured car after unloading. [174.67(k)] Case No. ZREM 2003-1 HMT	\$1,300

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
RENEWABLE PRODUCT MARKETING (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZRPM 2003-1 HMT	\$5,000
RHINO LININGS USA, INC. (Shipper)	Improper or inadequate loading and/or blocking and bracing of packages of hazardous materials. [174.55(a)] Case No. ZRHIN 1999-1 HMT	\$1,250
ROADWAY EXPRESS, INC. (Shipper)	Offered hazardous materials for transportation with improper shipping papers. [172.200(a)] Case No. ZRE 2003-3 HMT	\$5,250
SAVAGE SERVICES CORPORATION (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZSSCO 2003-1 HMT	\$1,400
SHELL CHEMICAL CO. (Shipper)	Failed to comply with requirements for leaking tank cars. [174.5] Case No. ZSCC 2002-1 HMT	\$1,750
SHELL CHEMICAL CO. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZSCC 2002-2 HMT	\$3,500
SHELL CHEMICAL CO. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZSCC 2003-1 HMT	\$12,000
SHELL CHEMICAL CO. (Shipper)	Filled a tank car overdue for periodic inspection and then offered it for transportation. [173.31(a)(3)] Case No. ZSCC 2003-3 HMT	\$7,750
SHELL OIL COMPANY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZSOC 2002-1 HMT	\$3,500
SHELL OIL COMPANY (Shipper)	Represented that a hazardous material was present in a packaging when no hazardous material was, in fact, present. [171.2(f)(2)] Case No. ZSOC 2003-1 HMT	\$1,600
SHELL OIL COMPANY (Shipper)	Offered or transported a tank car without required commodity stencil; offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [172.330(a)(1)(ii), 173.31(d)(1)(ii)] Case No. ZSOC 2003-2 HMT	\$5,250
SHELL OIL COMPANY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZSOC 2003-3 HMT	\$3,750

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
SIMPLOT COMPANY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZSIMP 2003-1 HMT	\$6,500
SIMPLOT PHOSPHATE, LLC. (Shipper)	Filled a tank car overdue for periodic inspection and then offered it for transportation. [173.31(a)(3)] Case No. ZSPL 2004-1 HMT	\$5,500
SINCLAIR OIL CORP. (Shipper)	Failed to comply with requirements for leaking tank cars. [174.5] Case No. ZSIN 2003-2 HMT	\$1,250
SINCLAIR OIL CORP. (Shipper)	Failed to comply with requirements for leaking tank cars. [174.5] Case No. ZSIN 2003-4 HMT	\$1,250
SINCLAIR OIL CORP. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZSIN 2004-1 HMT	\$9,000
SMS RAIL SERVICE, INC. (Carrier)	Offered or transported a tank car without required identification number. [172.330(a)(1)] Case No. SLRS 2003-1 HMT	\$4,000
SOUTH KANSAS AND OKLAHOMA RAILROAD (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car; train crew had improper or inadequate hazardous materials documentation. [174.26(a), 174.26(b)] Case No. SKOL 2003-11 HMT	\$5,950
SOUTH KANSAS AND OKLAHOMA RAILROAD (Carrier)	Train crew had improper or inadequate hazardous materials documentation; failed to comply with requirements for leaking tank cars. [174.26(b), 174.5] Case No. SKOL 2003-13 HMT	\$9,000
SPRINGFIELD TERMINAL RAILWAY COMPANY (Carrier)	Train crew had improper or inadequate hazardous materials documentation. [174.26(b)] Case No. ST 2003-5 HMT	\$15,525
SPRINGFIELD TERMINAL RAILWAY COMPANY (Carrier)	Accepted hazardous material without properly prepared shipping paper. [174.24(a)] Case No. ST 2003-7 HMT	\$3,450
STEPAN CHEMICAL CO. (Shipper)	Failed to comply with requirements for leaking tank cars. [174.5] Case No. ZSTE 2003-2 HMT	\$2,000
STOLTHAVEN HOUSTON, INC. (Shipper)	Improper emergency response telephone numebr. [172.604(a)(2)] Case No. ZSHH 2003-1 HMT	\$2,500
STOLTHAVEN (NEW ORLEANS), LLC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZSNWO 2004-1 HMT	\$2,000
STOLT NIELSEN COMPANY (Shipper)	Use of tank car that did not meet DOT specifications. [173.31(a)(1)] Case No. ZSNI 2002-1 HMT	\$6,500
STOLT NIELSEN COMPANY (Shipper)	Use of tank car that did not meet DOT specifications. [173.31(a)(1)] Case No. ZSNI 2002-2 HMT	\$6,000

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
ST SERVICES/AV FUELS (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZSTV 2004-1 HMT	\$5,600
ST SERVICES, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZSTS 2004-1 HMT	\$4,500
SUBURBAN PROPANE (Shipper)	Emergency Order 17 requires priority-based inspection program to detect cracks and defects in the stub sill area, reaching essentially all stub sill tank cars built before 1984. [EO-17] Case No. ZSBP 2002-1 HMT	\$3,000
SUNOCO CHEMICALS (Shipper)	Failed to train HMT employees in required areas; failed to maintain record of employee hazardous materials training; offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures [172.704(a), 172.704(d), 173.31(d)(1)(iv)] Case No. ZSNOC 2003-1 HMT	\$11,250
SUN OIL CO. (Shipper)	Offered or transported a tank car without required commodity stencil; offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [172.330(a)(1)(ii), 173.31(d)(1)] Case No. ZSOO 2003-1 HMT	\$3,150
SUN OIL REFINING (Shipper)	Offered hazardous materials for transportation with improper shipping papers. [172.202(e)] Case No. ZSON 2002-1 HMT	\$5,100
SUN OIL REFINING (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZSON 2003-1 HMT	\$7,500
SUNPOL RESIN AND POLYMERS (Shipper)	Filled a tank car overdue for periodic inspection and then offered it for transportation. [173.31(a)(3)] Case No. ZSNPR 2003-1 HMT	\$4,000
SUN REFINING & MARKETING (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZSRM 2002-2 HMT	\$8,000
SUPERIOR CARRIERS, INC. (Shipper)	Improperly secured car after unloading. [174.67(k)] Case No. ZSUC 2004-1 HMT	\$2,000
TANNER INDUSTRIES (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZTNI 2003-1 HMT	\$4,800

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
TECK COMINCO ALASKA, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZTCA 2002-1 HMT	\$32,750
TEKCHEM, S.A. DE C.V. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZTKCH 2004-1 HMT	\$9,000
TEPPCO (Shipper)	Offered or transported a tank car without required commodity stencil. [172.330(a)(1)(ii)] Case No. ZTEPP 2002-1 HMT	\$2,500
TERMINAL RAILWAY ALABAMA STATE DOCK (Carrier)	Improper or inadequate inspection of cars containing hazardous materials. [174.9] Case No. TASD 2004-1 HMT	\$3,000
TESORO REFINING AND MARKETING CO. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZTERM 2003-1 HMT	\$7,500
TESORO REFINING AND MARKETING CO. (Shipper)	Failed to comply with requirements for leaking tank cars. [174.5] Case No. ZTERM 2003-2 HMT	\$3,750
TESORO REFINING AND MARKETING CO. (Shipper)	Noncompliance with outage and filling limits of tank car. [173.24(b)(a)] Case No. ZTERM 2004-2 HMT	\$5,000
TESSENDERLO-KERLEY CO. (Shipper)	Failed to comply with requirements for leaking tank cars. [174.5] Case No. ZTSS 2002-1 HMT	\$1,750
TESSENDERLO-KERLEY CO. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZTSS 2003-1 HMT	\$3,800
TEXAS AND NEW MEXICO RAILROAD (Carrier)	Train crew had improper or inadequate hazardous materials documentation. [174.26(b)] Case No. TNMR 2002-1 HMT	\$4,000
TEXMARK CHEMICALS (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZTXM 2002-1 HMT	\$5,500
TEXAS GAS AND OIL, LTD. (Shipper)	Offered or transporting a tank car without required commodity stencil. [172.330(a)(1)(ii)] Case No. ZTGO 2002-1 HMT	\$1,500
THE ALTON AND SOUTHERN RAILWAY CO. (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car; train crew had improper or inadequate hazardous materials documentation. [174.26(a), 174.26(b)] Case No. ALS 2002-1 HMT	\$7,800

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
THE DOE RUN RESOURCES CORPORATION (Shipper)	Improper or missing emergency response telephone number. [172.604(a)] Case No. ZDOE 2002-1 HMT	\$1,500
THE KANSAS CITY SOUTHERN RAILWAY CO. (Carrier)	Train crew had improper or inadequate hazardous materials documentation. [174.26(b)] Case No. KCS 2003-28 HMT	\$3,750
THE KANSAS CITY SOUTHERN RAILWAY CO. (Carrier)	Offered hazardous materials for transportation with improper shipping papers; offered hazardous materials for transportation with improper shipping papers. [172.202(a)(1), 172.202(a)(2)] Case No. KCS 2003-44 HMT	\$20,650
THE KANSAS CITY SOUTHERN RAILWAY CO. (Carrier)	Improper or missing emergency response telephone number; acceptance of hazardous material without properly prepared shipping paper. [172.604(a), 174.24(a)] Case No. KCS 2003-51 HMT	\$16,250
THE KANSAS CITY SOUTHERN RAILWAY CO. (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car. [174.26(a)] Case No. KCS 2003-59 HMT	\$1,000
THE KANSAS CITY SOUTHERN RAILWAY CO. (Carrier)	Offered hazardous materials for transportation with improper shipping papers. [172.202(a)] Case No. KCS 2003-65 HMT	\$8,000
THE KANSAS CITY SOUTHERN RAILWAY CO. (Carrier)	Failed to comply with requirements for position in train of cars of hazardous materials. [174.85(d)] Case No. KCS 2003-9 HMT	\$2,800
THREE M COMPANY (Shipper)	Failed to ensure that packaging closures secured against loosening or release of product during transportation. [173.24(f)(1)(ii)] Case No. ZTHM 2003-1 HMT	\$5,000
TOSCO CHEMICAL (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZTOSC 2001-1 HMT	\$3,500
TOSCO CHEMICAL (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZTOSC 2002-1 HMT	\$3,500
TOSCO CHEMICAL (Shipper)	Offered or transported a tank car without required commodity stencil. [172.330(a)(1)(ii)] Case No. ZTOSC 2002-2 HMT	\$4,000
TOSCO CHEMICAL (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZTOSC 2002-3 HMT	\$3,500
TOSCO CORPORATION (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZTC 2000-2 HMT	\$2,000

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
TOSCO CORPORATION (Shipper)	Improper use or display of identification number markings. [172.332] Case No. ZTC 2002-1 HMT	\$1,500
TOSCO REFINING CO. (Shipper)	Failed to comply with requirements for leaking tank cars. [174.5] Case No. ZTOS 2003-1 HMT	\$2,000
TOTAL PETROLEUM, INC. (Shipper)	Offered or transported a tank car without required identification number. [172.330(a)(1)] Case No. ZTOT 2002-1 HMT	\$1,800
TPI PETROLEUM, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZTPIP 2003-1 HMT	\$3,000
TRANSLOADING SERVICES (TSI) (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZTLS 2003-1 HMT	\$2,000
TRICAL, INC. (Shipper)	Improper preparation to unload tank car, including failure to set brakes and block wheels. [174.67(a)(2)] Case No. ZTCAL 2003-1 HMT	\$2,800
TRI GAS & OIL COMPANY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZTGOL 2003-1 HMT	\$1,500
TRINITY INDUSTRIES, INC. (Carrier)	Tank car facility quality assurance program missed one of required ele- ments. [179.7(b)(8)] Case No. TIIZ 2003-1 HMT	\$4,500
TRUCK-RAIL HANDLING, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZTRH 2002-1 HMT	\$1,250
TRUCK-RAIL HANDLING, INC. (Shipper)	Allowed unloading hoses to remain connected when unloading was discon- tinued; failed to tighten valves when unloading was discontinued. [174.67(j)] Case No. ZTRH 2003-1 HMT	\$1,500
TULCO OILS, INCORPORATED (Shipper)	Allowed unloading hoses to remain connected when unloading was discon- tinued; failed to tighten valves when unloading was discontinued. [174.67(j)] Case No. ZTULC 2003-1 HMT	\$2,000
UDV NORTH AMERICA, INC. (Shipper)	Improperly secured car after unloading. [174.67(k)] Case No. ZUDV 2000-1 HMT	\$1,200
UNILEVER HOME & PERSONAL CARE – USA (Shipper)	Offered hazardous materials for transportation with improper shipping papers; offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure clo- sures [172.202, 173.31(d)(1)(iv)] Case No. ZUHP 2002-1 HMT	\$12,250

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
UNILEVER HOME & PERSONAL CARE – USA (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZUHP 2003-1 HMT	\$8,000
UNION PACIFIC RAILROAD COMPANY (Carrier)	Accepted a rail car not properly placarded for hazardous material. [172.508(b)] Case No. UP 2002-202 HMT	\$7,500
UNION PACIFIC RAILROAD COMPANY (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car; train crew had improper or inadequate hazardous materials documentation. [174.26(a), 174.26(b)] Case UP 2002-218 HMT	\$26,450
UNION PACIFIC RAILROAD COMPANY (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car; train crew had improper or inadequate hazardous materials documentation; improper marking or placarding of rail car by carrier. [174.26(a), 174.26(b), 174.59] Case No. UP 2002-239 HMT	\$27,535
UNION PACIFIC RAILROAD COMPANY (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car; train crew had improper or inadequate hazardous materials documentation. [174.26(a), 174.26(b)] Case No. UP 2002-284 HMT	\$25,155
UNION PACIFIC RAILROAD COMPANY (Carrier)	No emergency response information available to government agent; accepted hazardous materials shipment with improperly prepared shipping paper; improper documentation given to train crew; train crew did not have a document showing the position in train of each loaded, placarded car; train crew had improper or inadequate hazardous materials documentation. [172.600(c)(2), 174.24, 174.26, 174.26(a), 174.26(b)] Case No. UP 2003-106 HMT	\$13,675
UNION PACIFIC RAILROAD COMPANY (Carrier)	Offered a hazardous materials package for transportation marked with a proper shipping name or identification number when the package did not contain the material; offered or transported a tank car without required commodity stencil; accepted hazardous materials shipment not in compliance with the regulations. [172.303(a), 172.330(a)(1)(ii), 174.3] Case No. UP 2003-112 HMT	\$9,000
UNION PACIFIC RAILROAD COMPANY (Carrier)	Offered a hazardous materials package for transportation marked with a proper shipping name or identification number when the package did not contain the material; placard not readily visible or improperly located; train crew did not have a document showing the position in train of each loaded, placarded car; improper marking or placarding of rail car by carrier. [172.303(a), 172.516, 174.26(a), 174.59] Case UP 2003-141 HMT	\$52,990
UNION PACIFIC RAILROAD COMPANY (Carrier)	“Inhalation hazard” not marked; train crew did not have a document showing the position in train of each loaded, placarded car; allowed unloading hoses to remain connected when unloading was discontinued; failed to tighten valves when unloading was discontinued; failed to comply with requirements for position in train of cars of hazardous materials. [174.9, 172.313(c)(2), 174.26(a), 174.67(j), 174.85(d)] Case No. UP 2003-147 HMT	\$18,240
UNION PACIFIC RAILROAD COMPANY (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car; train crew had improper or inadequate hazardous materials documentation. [174.26(a), 174.26(b)] Case No. UP 2003-154 HMT	\$29,250

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
UNION PACIFIC RAILROAD COMPANY (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car; failed to comply with requirements for position in train of cars of hazardous materials; improper or inadequate inspection of cars containing hazardous materials. [174.26(a), 174.85(d), 174.9] Case No. UP 2003-155 HMT	\$11,200
UNION PACIFIC RAILROAD COMPANY (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car; improper or inadequate inspection of cars containing hazardous materials. [174.26(a), 174.9] Case No. UP 2003-16 HMT	\$900
UNION PACIFIC RAILROAD COMPANY (Carrier)	Train crew had improper or inadequate hazardous materials documentation. [174.26(b)] Case No. UP 2003-160 HMT	\$31,500
UNION PACIFIC RAILROAD COMPANY (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car. [174.26(a)] Case No. UP 2003-163 HMT	\$5,250
UNION PACIFIC RAILROAD COMPANY (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car; train crew had improper or inadequate hazardous materials documentation. [174.26(a), 174.26(b)] Case No. UP 2003-165 HMT	\$7,250
UNION PACIFIC RAILROAD COMPANY (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car. [174.26(a)] Case No. UP 2003-171 HMT	\$2,800
UNION PACIFIC RAILROAD COMPANY (Carrier)	Representing that a hazardous material is present in a packaging when no hazardous material is, in fact, present 171.2(f)(2) Case No. UP 2003-176 HMT	\$1,300
UNION PACIFIC RAILROAD COMPANY (Carrier)	Accepted hazardous materials shipment with improperly prepared shipping paper. [174.24] Case No. UP 2003-183 HMT	\$730
UNION PACIFIC RAILROAD COMPANY (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car; train crew had improper or inadequate hazardous materials documentation; improper train placement of hazmat car. [174.26(a), 174.26(b), 174.85(d)(1)] Case No. UP 2003-202 HMT	\$22,755
UNION PACIFIC RAILROAD COMPANY (Carrier)	Offered or transported a tank car without required identification number. [172.330(a)(1)] Case No. UP 2003-211 HMT	\$1,625
UNION PACIFIC RAILROAD COMPANY (Carrier)	Represented that a hazardous material was present in a packaging when no hazardous material was, in fact, present; improper or inadequate inspection of cars containing hazardous materials. [171.2(f)(2), 174.9] Case No. UP 2003-231 HMT	\$14,820
UNION PACIFIC RAILROAD COMPANY (Carrier)	Offered hazardous materials for transportation with improper shipping papers; no emergency response information available to government agent; train crew did not have a document showing the position in train of each loaded, placarded car; train crew had improper or inadequate hazardous materials documentation. [172.202(a), 172.600(c)(2), 174.26(a), 174.26(b)] Case No. UP 2003-248 HMT	\$27,000

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
UNION PACIFIC RAILROAD COMPANY (Carrier)	Offered or transported a tank car without required commodity stencil; train crew did not have a document showing the position in train of each loaded, placarded car. [172.330(a)(1)(ii), 174.26(a)] Case No. UP 2003-255 HMT	\$5,100
UNION PACIFIC RAILROAD COMPANY (Carrier)	Failed to comply with prohibited marking regulations; offered a hazardous materials package for transportation marked with a proper shipping name or identification number when the package did not contain the material. [172.303, 172.303(a)] Case No. UP 2003-264 HMT	\$6,500
UNION PACIFIC RAILROAD COMPANY (Carrier)	Train crew had improper or inadequate hazardous materials documentation. [174.26(b)] Case No. UP 2003-279 HMT	\$15,000
UNION PACIFIC RAILROAD COMPANY (Carrier)	Accepted hazardous material without properly prepared shipping paper. [174.24(a)] Case No. UP 2003-297 HMT	\$3,250
UNION PACIFIC RAILROAD COMPANY (Carrier)	Accepted a rail car not properly placarded for hazardous material. [172.508(b)] Case No. UP 2003-306 HMT	\$3,250
UNION PACIFIC RAILROAD COMPANY (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car. [174.26(a)] Case No. UP 2003-325 HMT	\$750
UNION PACIFIC RAILROAD COMPANY (Carrier)	Failed to provide proper emergency response information; train crew did not have a document showing the position in train of each loaded, placarded car; train crew had improper or inadequate hazardous materials documentation. [172.600(c), 174.26(a), 174.26(b)] Case No. UP 2003-353 HMT	\$18,050
UNION PACIFIC RAILROAD COMPANY (Carrier)	Train crew did not have a document showing the position in train of each loaded, placarded car. [174.26(a)] Case No. UP 2003-368 HMT	\$750
UNION PACIFIC RAILROAD COMPANY (Carrier)	Offered hazardous materials for transportation with improper shipping papers. [172.202(e)] Case No. UP 2003-379 HMT	\$6,500
UNION PACIFIC RAILROAD COMPANY (Carrier)	Train crew had improper or inadequate hazardous materials documentation. [174.26(b)] Case No. UP 2003-391 HMT	\$26,250
UNION PACIFIC RAILROAD COMPANY (Carrier)	Offered hazardous materials for transportation with improper shipping papers. [172.202(a)] Case No. UP 2003-40 HMT	\$3,650
UNION PACIFIC RAILROAD COMPANY (Carrier)	Offered a hazardous materials package for transportation marked with a proper shipping name or identification number when the package did not contain the material; improper or inadequate inspection of cars containing hazardous materials. [172.303(a), 174.9] Case No. UP 2003-92 HMT	\$2,800

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
UNION PACIFIC RAILROAD COMPANY (Carrier)	Represented that a hazardous material was present in a packaging when no hazardous material was, in fact, present; offered hazardous materials for transportation with improper shipping papers; failed to completely placard or failed to apply correct placards. [171.2(f)(2), 172.202(a), 172.504(a)] Case No. UP 2003-93 HMT	\$10,960
UNION PACIFIC RAILROAD COMPANY (Carrier)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. UP 2004-3 HMT	\$1,500
UNOCAL (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZUNA 2002-1 HMT	\$4,250
U.S. BORAX (Shipper)	Improperly secured car after unloading. [174.67(k)] Case No. ZUSD 2001-2 HMT	\$2,500
USA DETERGENTS, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZUDE 2001-1 HMT	\$10,000
US FILTER RECOVERY SERVICE (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation; offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d), 173.31(d)(1)(iv)] Case No. ZUSF 2003-1 HMT	\$7,500
US FILTER RECOVERY SERVICE (Shipper)	Failed to comply with requirements for leaking tank cars. [174.5] Case No. ZUSF 2003-3 HMT	\$2,500
VALERO ENERGY CORP. (MERGED WITH ZVA) (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZVALE 2001-1 HMT	\$8,000
VALERO ENERGY CORP. (MERGED WITH ZVA) (Shipper)	Represented that a hazardous material was present in a packaging when no hazardous material was, in fact, present. [171.2(f)(2)] Case No. ZVALE 2003-1 HMT	\$1,500
VALERO ENERGY CORP. (MERGED WITH ZVA) (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZVALE 2003-2 HMT	\$11,250
VALERO ENERGY CORP. (MERGED WITH ZVA) (Shipper)	Offered or transported a tank car without required commodity stencil. [172.330(a)(1)(ii)] Case No. ZVALE 2003-3 HMT	\$1,650

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
VALERO MARKETING SUPPLY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation due to insecure closures. [173.31(d)(1)(iv)] Case No. ZVALM 2003-1 HMT	\$6,000
VALERO MARKETING SUPPLY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)(v)] Case No. ZVALM 2003-2 HMT	\$3,500
VALLEY PROTEIN, INC. (Shipper)	Offered hazardous materials for transportation with improper shipping papers. [172.201(d)] Case No. ZVPRI 2004-1 HMT	\$13,600
VANCOUVER WHARVES (Shipper)	Offered bulk packaging without identification number. [172.331(b)] Case No. ZVWS 2003-1 HMT	\$5,000
VAN G. TRUCKING (Shipper)	Hazardous materials employee performed covered function without training; improper preparation to unload tank car, including failure to set brakes and block wheels; allowed unloading hoses to remain connected when unloading was discontinued; failed to tighten valves when unloading was discontinued. [172.702(b), 174.67(a)(2), 174.67(j)] Case No. ZVGT 2001-1 HMT	\$3,900
VENTA TRUCKING SERVICES, INC. (Shipper)	Failed to register or to renew registration. [107.608] Case No. ZVTS 2003-1 HMT	\$1,500
VIE-DEL COMPANY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZVIE 2003-1 HMT	\$1,600
VOPAK USA (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)(1)] Case No. ZVPK 2002-1 HMT	\$4,000
VOPAK USA (Shipper)	Improper preparation to unload tank car, including failure to set caution signs. [174.67(a)(3)] Case No. ZVPK 2002-2 HMT	\$1,700
WESTERN FARMS SERVICE (Shipper)	Failed to completely placard or failed to apply correct placards; offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [172.504(a), 173.31(d)] Case No. ZWER 2002-1 HMT	\$5,000
WESTERN FARMS SERVICE (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZWFS 2003-1 HMT	\$1,300
WESTERN FARMS SERVICE (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZWFS 2003-2 HMT	\$1,300

Federal Railroad Administration

NAME	VIOLATION(S)/SUMMARY	PENALTY
WESTERN FARMS SERVICE (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZWFS 2003-3 HMT	\$5,900
WESTERN FARMS SERVICE (Shipper)	“Inhalation hazard” not marked. [172.313] Case No. ZWFS 2004-1 HMT	\$1,250
WESTWAY TERMINAL COMPANY (Shipper)	Improper preparation to unload tank car, including failure to set brakes and block wheels; improper preparation to unload tank car, including failure to set caution signs; failed to prop the manhole cover by means of a non-metallic block, when the car was unloaded through a bottom outlet valve. [174.67(a)(2), 174.67(a)(3), 174.67(c)(2)] Case No. ZWST 2002-1 HMT	\$6,500
WESTWAY TERMINAL COMPANY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZWST 2003-1 HMT	\$8,000
WESTWAY TERMINAL COMPANY (Shipper)	Failed to comply with closure requirements on packaging. [173.24(f)] Case No. ZWST 2003-2 HMT	\$7,000
WHEELING & LAKE ERIE RAILWAY COMPANY (Carrier)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. WE 2002-9 HMT	\$2,500
WILBUR-ELLIS COMPANY (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZWEC 2003-1 HMT	\$7,000
WILLIAMS ENERGY SERVICE (Shipper)	Failed to completely placard or failed to apply correct placards; offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [172.504(a), 173.31(d)] Case No. ZWER 2002-1 HMT	\$5,000
WITTIG ENERGY RESOURCES, LLC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZWITT 2003-1 HMT	\$1,500
WOLF LAKE TERMINALS, INC. (Shipper)	Offered a tank car for transportation that contained a hazardous material, or the residue of a hazardous material, when the tank car was not in proper condition or was unsafe for transportation. [173.31(d)] Case No. ZWLT 2002-1 HMT	\$3,000
YENKIN MAJESTIC PAINT (Shipper)	Offered hazardous materials for transportation with improper shipping papers; affixed or displayed a placard on a transport vehicle not containing a hazardous material. [172.202(e), 172.502(a)] Case No. ZYMP 2001-1 HMT	\$2,000

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
A-1 FIRE EQUIPMENT CO. (Cylinder Retester)	Conducted a second retest at the same pressure, instead of 10 percent or 100 psi higher (whichever is lower), when the retest pressure could not be maintained due to a malfunction of the test equipment; failed to maintain accurate records of daily calibration, and failed to record test results, including the reason for any repeated test. [173.34(e)(4)(v), 173.34(e)(8)(ii)(A) and (B)] Case No. 00-101-CR-CE	\$2,012
A. G. LAYNE, INC. (Shipper)	Offered acetone, 3, in a rigid metal intermediate bulk container marked as meeting a UN standard that was not hydrostatically retested and externally inspected within the last 2.5 years. [180.352(b)(1) and (2)] Case No. 03-162-SIBC-WE	\$3,000
A. LEVENTHAL & SONS, INC. (Shipper)	Offered isopropyl alcohol in a one-gallon inner package within a fiberboard overpack, when (1) the inner package was an unauthorized, non-UN-standard package, and (2) a statement printed on the over-pack incorrectly represented that “inner packages comply with prescribed specifications” when the inner package was unauthorized; offered hazardous materials without preparation of shipping papers and the shipper’s certification was not signed. [173.22(a)(2), 173.202(a) and (b), 173.25(a), 172.200(a), 172.202(a)(4), 172.204(d)] Case No. 00-356-SB-EA	\$8,000
A.W.T. FIRE EQUIPMENT CO. (Cylinder Retester)	Failed to demonstrate that its test equipment was accurate to within 500 psi of actual test pressure for pressures at and above 3,000 psi; failed to determine the elastic expansion of exemption cylinders being tested; failed to maintain complete records of retest and reinspection. [180.205(g), 180.205(c), DOT-E 10064, 10915, and 10945, 180.215(b)(1) and (2)] Case No. 03-614-CR-EA	\$3,854
AABCO CONTAINER CORPORATION (Fiberboard Box Manufacturer)	Manufactured, marked, certified, and sold combination packaging marked as meeting the UN4G/Y15.5/S standard, when the company failed to have the packaging periodically retested; failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [178.2(b), 178.601(e), 172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 03-141-BM-CE	\$7,691
ABBAY DRUM COMPANY, INC. (Drum Reconditioner)	Represented, marked, and certified stainless steel drums as meeting the UN 1A1/X1.8/550 standard, when design qualification testing was not performed; failed to maintain complete records of design qualification testing. [178.601(d), 178. 603, 178.605, 178,606, 178.601] Case No. 98-099-DR-EA	\$7,500
ABBAY DRUM COMPANY, INC. (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold steel drums as meeting the UN1A1 standard when the required design qualification testing was conducted with less than the minimum required weight; failed to keep complete design qualification test reports; the closure notification failed to list the closure type used in the design qualification tests and copies of the closure notification were not retained for at least one year from the date they were issued; failed to mark drums with the year of manufacture. [178.2(b), 178.606(c), 178.601(l), 178.2(a), 178.2(c), 178.503(a)(6)] Case No. 00-256-DM-SO	\$10,500

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
ABCANA INDUSTRIES, INC. (Shipper)	Offered hydrochloric acid in packaging not tested in accordance with a DOT exemption, and, therefore, in unauthorized packaging; offered this materials in a packaging that was tested, but was not marked as tested; offered hazardous materials accompanied by a shipping paper that did not include the designation "RQ" for a hazardous substance and included additional information before the basic shipping description; failed to provide general awareness and function-specific employee training, or create and retain records of training testing; offered hypochlorite solution in a drum marked as a DOT specification 34 plastic drum, which is no longer authorized to be manufactured or used. [173.22(a)(2) and DOT-E 6614—Paragraph 7, 173.28(b)(2)(ii), 178.503(c), 172.201(a)(4), 172.203(c)(2), 172.702(b), 172.704(a)(1) and (2), 172.704(d), 171.14(a)(2), 173.203(a)] Case No. 01-392-SBD-EA	\$7,350
ABCO FIRE PROTECTION, INC. (Cylinder Retester)	Failed to verify the accuracy of the test equipment to with one percent of the calibrated test pressures and their corresponding expansion values; failed to conduct a complete visual inspection; failed to maintain complete records of reinspection and retest; failed to provide function-specific employee training, or create and retain records of training testing. [180.205(g)(4), 180.205(f)(2), 180.209(g), 180.215(b)(2), 172.702(b), 172.704(a) and (d)] Case No. 03-358-CR-EA	\$7,020
ACROS ORGANICS B.V.B.A. (Shipper)	Offered bromine in packaging with inner packages that were not tested as prescribed, thus creating an unauthorized packaging; offered hazardous materials accompanied by a shipping paper that failed to properly describe the materials. [171.12(b)(8), 173.22(a)(2), 173.226, 171.12(b)(8)(I), 172.200(a), 172.203(m)] Case No. 03-369-FSB-EA	\$8,280
ACTION MANUFACTURING COMPANY, INC. (Fiberboard Box Manufacturer/ Shipper)	Failed to conduct periodic retests on hazardous materials packaging and offered detonators and fuzes in the unauthorized packaging; offered articles, explosive, n.o.s., under the terms of a DOT exemption, when (1) the test report for the packaging did not contain the information required by the exemption, (2) the packaging was not properly marked, and (3) the shipping papers contained errors; failed to provide employee training, or create and retain records of training testing. [178.601(e), 178.603, 178.606, 172.101(b)(4), 172.102—Special Provision 101, 178.503(a)(4)(ii) and (8), 178.601(l), 172.702(b), 172.704(a) and (d)] Case No. 03-002-BMS-HQ	\$13,920
ACTION MANUFACTURING COMPANY, INC. (Shipper)	Offered release devices, explosive, that were not examined, classed, or approved, thereby creating an unapproved explosive; offered hazardous materials accompanied by a shipping paper that listed an emergency response telephone number that was not monitored as required; failed to provide employee training, or create and retain records of training testing; offered explosive detonators that were not examined, classed, or approved, thereby creating an unapproved explosive; offered a safety and arming assembly, explosive, that was not examined, classed, or approved, thereby creating an unapproved explosive; offered explosives under the terms of an expired exemption. [173.51(a), 173.54(a), 173.56, 172.604(a)(2), 172.702(b), 172.704(a) and (d), 173.51(a), 173.54(a), 173.56, 173.51(a), 173.54(a), 173.56, 172.320, 173.3, 173.52, 173.54, 173.60] Case No. 00-005-SE-HQ	\$36,000

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
ACTION PAPER & CHEMICAL CO., INC. (Shipper)	Failure to provide function-specific training, or create and retain records; offered hazardous materials accompanied by a shipping paper that contained an improper shipping description, an incorrect UN identification number, incorrect packing groups, unauthorized info interspersed within the basic description, incorrect shipping names, and technical names without parentheses. [172.702(b), 172.704(a)(2), 172.704(d), 172.201(a)(4) and (c), 172.202(a)(1), (3), and (4), 172.202(c) and (d), 173.22(a)] Case No. 03-082-SD-EA	\$4,350
ACUITY SPECIALTY PRODUCTS GROUP, INC. (Shipper)	Offered ORM-D materials in aerosol cans that were not subjected to immersion in a hot water bath until the internal pressure in the cans was equivalent to a pressure reached at 55 degrees F without evidence of leakage or permanent deformation; offered flammable liquid, toxic, n.o.s. (containing methanol), in packaging marked as meeting a UN standard that was not closed in accordance with the manufacturer's closure notification. [173.306(a)(3)(v), 173.22(a)(2) and (4), 173.24(f)(2), 178.601(b)] Case No. 04-271-SC-SO	\$5,625
ADVANCE NOVELTY, INC. (Shipper)	Offered lighters (containing flammable gas) that were removed from approved packaging and placed in unapproved packaging; offered lighters accompanied by a shipping paper that did not include a proper shipping name, hazard class, UN identification number, or emergency response telephone number; failed to mark packaging or affix hazardous warning labels; failed to provide function-specific employee training, or create and retain records of training testing. [173.22(a), 173.308(a)(4), 172.201, 172.202(a)(1)-(3), 172.604; 172.300(a), 172.400(a), 172.702(b), 172.704(a)(2), 172.704(d)] Case No. 03-105-SB-CE	\$6,900
AFF, LCC D/B/A AFF INTERNATIONAL (Shipper)	Offered perfumery products, 3, in unauthorized, non-UN-standard, non-bulk packaging. [173.22(a)(2), 173.203, 178.2(a)(2)] Case No. 03-273-SP-SO	\$1,875
AIDANT FIRE PROTECTION COMPANY (Cylinder Retester)	Failed to condemn a DOT exemption cylinder with permanent expansion exceeded five percent of total expansion; failed to verify the accuracy of the test equipment to within one percent of the calibrated test pressures and their corresponding expansion values; failed to maintain complete records of reinspection and retest. [173.34(e)(6)(i)(F) and DOT-E 7277, 173.34(e)(4)(iv), 173.34(e)(8)(ii)(A) and (B)] Case No. 02-246-CR-SW	\$5,000
AIR CRUISERS COMPANY, INC. (Cylinder Retester)	Failed to condemn a DOT exemption cylinder with permanent expansion exceeded five percent of total expansion; failed to verify the accuracy of the test equipment because the calibrated cylinder showed permanent expansion; failed to conduct visual inspections in accordance with the appropriate CGA pamphlet. [180.205(i)(1)(vii) and DOT-E 8162—Paragraph 7.b., 180.205(g)(4), 180.3(a), 180.201, 180.205(f)] Case No. 04-366-CR-EA	\$13,740
AIR LIQUIDE AMERICAN CORPORATION (Cylinder Retester)	Represented, marked, and certified cylinders as retested in accordance with a DOT exemption that were not authorized to be examined under this exemption because they were foreign cylinders; failed to properly calibrate the test equipment; failed to mark each cylinder with "UE". [DOT-E 10922—Paragraph 7.a., DOT-E 10922—Paragraph 7.c., DOT-E 10922—Paragraph 7.f.] Case No. 02-006-CRU-HQ	\$3,750
AIRBORNE EXPRESS, INC. (Motor Carrier)	Offered and transported life-saving appliances, not self-inflating, 9, while failing to comply with shipping paper accessibility requirements. [177.817(e)(2)(i)] Case No. 03-377-CB-EA	\$4,500

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
ALTIVA (Shipper)	Offered hydrogen peroxide, aqueous solution, 5.1, accompanied by a shipping paper that failed to list a proper shipping name, hazard class and division, UN identification number, correct packing group, shipper's certification, and emergency response telephone number, and offered flammable liquids, n.o.s. (containing aromatic and phosphoric acids), accompanied by a shipping paper that failed to include the technical name and the shipper's certification; offered flammable liquids, n.o.s. (containing aromatic and phosphoric acids) in packaging that was not affixed with hazard warning labels. [172.200(a), 172.201(d), 172.202(a)(1)-(4), 172.203(k), 172.204(a), 172.604, 172.400(a)] Case No. 03-227-SBD-SW	\$6,695
AMERICAN CONSOLIDATED MANUFACTURING CO., INC. (Shipper)	Offered flammable liquids, n.o.s., when they were not packaged as prescribed and therefore in unauthorized non-bulk packaging; offered hazardous materials accompanied by shipping papers that erroneously described them as limited quantities and in packaging that was erroneously marked as containing limited quantities and was not labeled as prescribed. [173.22(a)(2), 173.202(a), 172.201(a)(4), 172.400(a) and (b)] Case No. 01-620-SB-EA	\$4,000
AMERICAN INTERNATIONAL CHEMICAL, INC. (Shipper)	Offered sodium nitrate, 5.1, in unauthorized non-UN-standard packaging. [173.22(a)(2), 173.24(c), 173.213(a) and (c)] Case No. 03-407-SD-CE	\$2,500
AMERON GLOBAL, INC. (Cylinder Retester/Shipper)	Failed to confirm the accuracy of the test equipment to within one percent of test pressure; failed to condemn a cylinder with permanent expansion exceeding 10 percent of total expansion. [173.34(e)(4)(iii)(A)/180.205(g)(3)(i), 173.34(e)(6)(i)(D)/180.205(i)(1)(iv)] Case No. 03-129-CRS-CE	\$3,485
ARROW CHEMICAL CORPORATION (Shipper)	Offered corrosive liquids, n.o.s. (containing sodium hydroxide), in open-head plastic pails certified only for solid materials; offered this material in drums marked as meeting a UN standard that were not prepared for shipment as specified in the manufacturer's closure notification. [173.22(a)(2), 173.202(a) and (c), 173.22(a)(4)] Case No. 03-604-SD-EA	\$7,110
ARROWHEAD INDUSTRIAL SERVICES, INC. (Independent Inspection Agency)	Represented and certified DOT specification 4DA cylinders as being in compliance when the calculated wall stress using the prescribed formula was over 70,000 psi. [178.58(f)] Case No. 03-024-IIA-HQ	\$2,100
ARTHURMADE PLASTICS, INC. (Plastic Drum and Jerrican Manufacturer)	Manufactured, marked, certified, and sold packaging as meeting UN standards when they were not subjected to periodic retesting; failed to mark packaging with the last two digits of the year of manufacture; failed to provide function-specific employee training. [178.601(e), 178.503(a)(6), 172.702(b), 172.704(a)(2)] Case No. 03-181-PDJM-WE	\$8,450
ASBURY-FLUXMASTER OF UTAH, INC. (Shipper)	Offered zinc chloride, anhydrous, in unauthorized non-UN-standard packaging; offered this material accompanied by a shipping paper that (1) failed to follow the proper format for listing hazardous materials, (2) included additional information within the basic description, (3) listed an incorrect shipping name, (4) listed an unauthorized abbreviation, and (5) described a material as a hazardous substance when the quantity did not equal or exceed reportable quantity. [173.22(a)(2), 173.213, 172.201(a)(1), (3), and (4), 172.202(a)(1), 172.203(c)(2)] Case No. 03-248-SD-SW	\$2,500

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
ATI EXPORT PACKING, LLC. (Wooden Box Manufacturer/ Shipper)	Represented, marked, and certified plywood boxes as meeting the UN4D standard, when it failed to use the correct stacking weight for three designs, and used an overall package weight during testing that was lower than the packaging weight in the UN certification marking and lower than the actual weight of the packaging. [178.601(a), 178.602(a), 178.606(c)] Case No. 03-250-SD-SW	\$3,500
AUSTIN & PRUITT FIRE AND SAFETY (Cylinder Retester)	Failed to have a current retester's identification number; failed to condemn cylinders with permanent expansion exceeding 10 percent of total expansion; failed to maintain current copies of the regulations and applicable exemptions at its facility; failed to provide a cylinder owner with written notification regarding the results of testing indicating a cylinder was condemned; marked foreign cylinders with its retester's identification number; failed to maintain accurate records of reinspection and retest; failed to verify the accuracy of the test equipment on each day of testing; failed to create and retain records of employee training testing. [173.34(e)(2)(i), 173.34(e)(6)(i)(D), 173.34(e)(2)(v)(A) and (B), 173.34(e)(6)(iii), 173.301(j)(1)(i), 173.34(e)(8)(ii)(B), 173.34(e)(4)(iii)(A), 172.704(d)] Case No. 01-083-CR-EA	\$22,185
AUSTIN POWDER COMPANY (Plastic Bag Manufacturer)	Manufactured, marked, certified, and sold poly woven bags as meeting the regulations when the bags were marked with the incorrect UN certification, when other bags had not undergone periodic testing as required, and test records were not maintained. [178.601(e), 178.601(l)] Case No. 03-259-BGM-SO	\$2,205
AUSTIN POWDER COMPANY (Shipper)	Offered and transported explosive, blasting, type E, 1.1D, in a two-piece box when the top piece of the box had been marked and certified with a UN certification number that was different from the UN certification for the bottom piece, and therefore in an unauthorized packaging. [173.22(a)(2), 178.3, 178.503] Case No. 03-008-SE-HQ	\$425
AUTO COLOR CO., INC. (Shipper)	Offered toluene in non-UN-standard packaging; failed to provide recurrent employee training. [173.22(a)(2), 173.202(b), 172.702(b), 172.704(c)(2)] Case No. 03-274-SB-SO	\$4,000
AUTOMATIC FIRE CONTROL, INC. (Cylinder Retester)	Failed to condemn a cylinder with permanent expansion exceeding 10 percent of total expansion; failed to determine the average or maximum wall stress of a cylinder prior to marking it with a "plus" mark; failed to maintain complete records of reinspection and retest. [173.34(e)(6)(i)(D), 173.302(c) and (c)(3), 173.34(e)(8)(ii)(A) and (B)] Case No. 02-208-CR-SW	\$12,000
BAKER PETROLITE CORP. (Shipper)	Filled and offered corrosive liquid, flammable, n.o.s., in DOT specification 57 portable tanks that were not leak-proof tested to the minimum sustained air pressure of three psi; offered methanol in used 55-gallon drums marked as meeting the UN1A1 standard (1) without testing them for leak-proofness, (2) that were not properly closed, and (3) without providing information or training regarding closing the drums. [173.32(a), 180.605(h)(1), 172.702(b), 173.22(a)(4), 173.28(b)(2), 173.202] Case No. 03-230-SDPT-SW	\$5,800

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
BERGEN BARREL & DRUM CO., INC. (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold closed-head plastic drums as meeting the UN1H2/Y195 and Y60/S when “UN1H2” is for open-head drums and design qualification testing was not performed for solid materials, and manufactured, marked, certified, and sold open-head plastic drums with a gross mass greater than 30 kg without marking the UN certification (or a duplicate thereof) on the side of drums; failed to maintain test records at the facility where the drums were manufactured; failed to provide recurrent employee training within the past three years. [178.2(b), 178.3(a)(5), 178.503(a)(3) and (5), 178.601(l), 172.702(b), 172.704(c)(2)] Case No. 01-086-PDM-EA	\$2,500
BERGEN BARREL & DRUM CO., INC. (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold open-head plastic drums as meeting the UN1H2/Y120/S and UN1H2/Y60/S standards, when not all of the drums were capable of passing the drop test requirements. [178.2(b) and (c), 178.601(b), 178.603] Case No. 01-372-PDM-EA	\$9,500
BEST INDUSTRIES, INC. (Shipper)	Offered radioactive material, Type A package, 7, in packaging that had not been subjected to the required testing; offered the material accompanied by a shipping paper that failed to contain the “RQ” notation. [173.415(a), 173.465(d), 172.203(c), 173.24(b)] Case No. 03-001-RMS-HQ	\$5,250
BFPE INTERNATIONAL, INC. (Cylinder Retester)	Failed to verify the accuracy of the test equipment to within one percent of the calibrated cylinder’s pressure and corresponding expansion values; failed to condemn cylinders with permanent expansion exceeding 10 percent of total expansion, and failed to stamp condemned cylinders as required; failed to provide function-specific employee training; failed to maintain complete and accurate records of reinspection and retest; failed to maintain at its facility current copies of the regulations applicable to inspection, retesting, and marking. [180.205(g)(4), 180.205(a), 180.205(i)(1)(iv) and (i)(2), 172.702(b), 172.704(a)(2), 180.215(b)(2), 180.215(a)(4)] Case No. 03-272-CR-SO	\$11,930
BON SECOURS HEALTH SYSTEM, INC. (Shipper)	Offered infectious substances, affecting humans, 6.2, in non-UN-standard packaging; offered regulated medical waste, 6.2, in exemption packages that were not properly closed; offered regulated medical waste, 6.2, in non-bulk packages not marked with the proper shipping name or UN identification number; failed to provide function-specific employee training, or create and retain records of training testing. [173.22(a)(2), 173.134(b)(4), 173.196 and 197, DOT-E 10833, 173.22(a)(2), 173.24(b)(1) and (f), 173.197, DOT-E 10833, 172.301(a), 172.702(b), 172.704(a)(2) and (d)] Case No. 02-093-SBG-EA	\$9,800
BON SECOURS HEALTH SYSTEM, INC. (Shipper)	Offered regulated medical waste, 6.2, in packages under a DOT exemption that (1) were not properly closed, allowing release of hazardous materials, and (2) contained sharps, thereby creating unauthorized packaging. [173.22(a)(2), 173.24(b)(1) and (f)] Case No. 02-386-SBG-EA	\$7,350
C & H DISTRIBUTORS INCORPORATED (Shipper)	Offered two types of corrosive liquid, basic, organic, n.o.s., in unauthorized non-UN-standard packaging and accompanied by shipping papers incorrectly indicating shipments were a “Limited Quantity”; offered one type accompanied by a shipping paper that listed an incorrect UN identification number, and offered the other type accompanied by a shipping paper that listed an incorrect packing group. [173.22(a)(2), 173.154, 173.202, 172.202(a)(1) and (3)] Case No. 03-113-SB-CE	\$6,750

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
CAMPBELL'S BOTTLED GAS OF VIRGINIA, INC. (Cylinder Retester/Shipper)	Failed to perform a visual inspection; failed to maintain visual inspection records for DOT specification 4BW240 cylinders; failed to properly mark cylinders; failed to maintain copies of applicable regulations and applicable CGA pamphlets; failed to provide recurrent employee training, or create and retain records of training testing; failed to register with RSPA. [173.34(e)(3) and (13), CGA Pamphlet C-6--Paragraph 3.2.1(1), 173.34(e)(8)(ii)(B), 173.34(e)(13), 173.34(e)(7)(ii), 173.34(e)(13), 173.34(e)(2)(v)(A) and (C), 172.702(b), 172.704(c)(2) and (d), 107.601(a)(6)] Case No. 02-362-CRS-EA	\$7,304
CARIB SUPPLY, INC. (Cylinder Retester)	Failed to conduct the visual inspection in accordance with CGA Pamphlet C-6; failed to verify the accuracy of the test equipment to within one percent of actual test pressure for pressures at and above 3,000 psi; failed to provide recurrent employee training, or create and retain records of training testing. [173.34(e)(1)(ii), 173.34(e)(3), 173.34(e)(4)(iii)(A), 172.702(b), 172.704(c)(2) and (d)] Case No. 02-273-CR-SO	\$6,900
CATER CHEMICALS (I) PVT., LTD. (Shipper)	Offered sodium fluoride, 6.1, in an unauthorized, non-UN-standard packaging; offered this material without marking the package with the proper shipping name and UN identification number. [171.12(b), 173.213(c), IMDG Code—Chapter 4.1—PI P002, 172.301(a), IMDG Code—Chapter 5.2] Case No. 03-403-SD-CE	\$4,350
CATER CHEMICALS CORPORATION (Shipper)	Offered four different PGIII solid hazardous materials—sodium fluoride, potassium nitrate, potassium persulfate, and environmentally hazardous substance (containing cupric sulfate)—in unauthorized, non-UN-standard fiber drums; offered them in packaging not marked with the UN identification numbers of the materials and, in one cases, not marked with the correct proper shipping name; offered sodium nitrate without affixing the required subsidiary hazard warning label; failed to provide employee training, or create and retain records of training testing; offered sodium fluoride accompanied by a shipping paper that listed an incorrect packing group, and offered the environmentally hazardous substance accompanied by a shipping paper that did not list the “RQ” designation. [173.22(a)(2), 173.213, 172.301(a), 172.402(a)(1), 172.702(b), 172.704(a) and (d), 172.202(a)(4), 172.203(c)(2)] Case No. 03-147-SD-CE	\$3,655
CATER CHEMICALS CORPORATION (Shipper)	Offered four different PGIII solid hazardous materials—sodium fluoride, potassium nitrate, potassium persulfate, and environmentally hazardous substance (containing cupric sulfate)—in unauthorized, non-UN-standard fiber drums; offered them in packaging not marked with the UN identification numbers of the materials and, in one cases, not marked with the correct proper shipping name; offered sodium fluoride accompanied by a shipping paper that listed an incorrect packing group, and offered the environmentally hazardous substance accompanied by a shipping paper that did not list the “RQ” designation. [173.22(a)(2), 173.213, 172.301(a), 172.202(a)(4), 172.203(c)(2)] Case No. 03-165-SD-WE	\$2,280
CEK DISTRIBUTORS, INC. (Shipper)	Offered isopropyl alcohol in unauthorized, non-UN-standard packaging; failed to provide general awareness and function-specific employee training; offered isopropyl alcohol accompanied by a shipping paper that was not properly executed. [173.22(a)(2), 173.202(a), 172.702(b), 172.704(a)(1) and (2), 172.202(a)(2), 172.202(b)] Case No. 00-261-SP-SO	\$3,500

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
CENTRAL PHARMACY SERVICES, INC. D/B/A JACKSON CENTRAL PHARMACY (Shipper)	Offered radioactive material, 7, Type A Package, without maintaining complete documentation of tests, evaluation, or comparative data showing that the packaging design and materials of construction comply with the DOT 7A Type A specification. [173.415(a)] Case No. 03-006-RMS-HQ	\$5,250
CENTRAL STATES SERVICES, INC. (Cylinder Retester)	Failed to verify the accuracy of the test equipment to within one percent of the calibrated cylinder's pressure and corresponding expansion values; failed to list all required information and data on the retest, reinspection, and calibration records; offered fire extinguishers, 2.2, without proper shipping papers. [180.205(g)(4), 180.215(b)(1) and (2), 172.200(a), 172.201(a), 172.202(a)] Case No. 03-529-CR-SW	\$3,500
CHEM-TAINER INDUSTRIES, INC. (Jerrican Manufacturer)	Manufactured, marked, certified, and sold plastic jerricans as meeting HMR requirements when design qualification stacking test was not properly conducted; manufactured, marked, certified, and sold plastic jerricans as meeting HMR requirements, when the test report for the jerricans was incomplete. [178.601(d), 178.606, 178.601(l)] Case No. 04-268-DM-SO	\$5,180
CHEMTREAT, INC. (Shipper)	Offered environmentally hazardous substance, solid, n.o.s. (containing sodium phosphate, tribasic), 9, in unauthorized packaging and failed to mark the proper shipping and technical name on the packaging; offered sodium hydroxide solution accompanied by a shipping paper that did not identify the material as a limited quantity. [173.22(a)(2), 173.213, 172.324(a), 172.203(b)] Case No. 04-085-SD-EA	\$4,125
CHERI-LEE, INC. (Shipper)	Offered ammonium nitrate-fuel oil mixture (containing only prilled ammonium nitrate and fuel oil), 1.5D, in multi-wall plastic-lined paper bags under the terms of a DOT exemption after the exemption had expired, resulting in unauthorized non-UN-standard packaging. [173.22a(a), 173.62(a)] Case No. 04-002-SE-HQ	\$2,550
CIBA SPECIALTY CHEMICALS CORPORATION (Shipper)	Filled and offered allyl glycidyl ether, 3, in a rigid metal intermediate bulk container marked as meeting a UN standard that had not been hydrostatically retested and externally inspected within the last 2.5 years. [180.352(a)] Case No. 04-206-SIBC-SW	\$2,770
CITY DASH, INC. (Shipper)	Offered infectious substance affecting humans, 6.2, in packaging marked as meeting the UN4H/Class 6.2/99 standard, when the packaging was damaged and did not meet reuse requirements; accepted and transported phosphoric acid accompanied by a shipping paper that listed additional information before the basic shipping description. [173.24(f)(1)(ii), 173.28(a), 173.196, 172.201(a)(4)] Case No. 04-109-SB-CE	\$275
CLARIAN HEALTH PARTNERS, INC. (Shipper)	Offered regulated medical waste, 6.2, in packaging that was not properly closed and with carts that did not meet requirements of a DOT exemption; offered this material accompanied by a shipping paper that did not list the total quantity of the material; failed to provide function-specific employee training, or create and retain records of training testing. [173.24(f)(1)(ii), 173.134, 173.197, DOT-E 11141, 172.202(c)] Case No 03-411-SIBC-CE.	\$5,550

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
CLARIANT VENEZUELA, S.A. (Shipper)	Offered alkyl sulfonic acids, liquid, 8, and flammable liquid, n.o.s. (containing dialkyl dimethyl ammonium chloride in ethanol), in unauthorized, non-UN-standard packaging; failed to mark the packaging with the proper shipping name and UN identification number; affixed a packaging with a Class 8 warning label when the material was Class 3; offered hazardous materials accompanied by a shipping paper that did not list the proper name. [173.22(a)(2), 173.203(a), 172.301(a), 172.419(a), 172.202(a)(1)] Case No. 03-268-SD-SO	\$12,000
CLEAN HARBORS SERVICES, INC. (Shipper)	Offered and transported waste zinc powder or zinc dust, 4.3, in non-UN-standard packaging marked as meeting a DOT exemption when they were not authorized by the exemption; offered hazardous materials accompanied by a shipping paper that did not list a valid emergency response telephone number. [173.3, 173.22(a)(2), DOT-E 11294, 172.604(a)(1)] Case No. 03-123-SB-CE	\$6,640
CLEARWATER SPECIALTY CHEMICALS CO. (Shipper)	Offered flammable liquid, n.o.s. (containing isopropanol) in unauthorized, non-UN-standard packaging; offered hazardous materials accompanied by a shipping paper that listed an incorrect UN identification number, an incorrect packing group, and an emergency response telephone number not monitored at all times; failed to mark a packaging with the proper shipping name and UN identification number. [173.22(a)(2), 173.203(b), 171.12a(b) and (b)(7), 172.600(c), 172.604(a)(1), Canadian TDG—Part 2.1, Schedule 1, 171.12a(b), Canadian TDG—Parts 4.1, 4.11, and 4.12] Case No. 03-354-FSP-EA	\$7,625
COMMUNITY HOSPITAL EAST (Shipper)	Offered regulated medical waste, 6.2, when it failed to close the packaging as required by the manufacturer's closure notification and as tested; offered regulated medical waste, 6.2, and polychlorinated biphenyls, liquid, 9, accompanied by a shipping paper that listed an emergency response telephone number that was not monitored at all times; failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [173.24(f)(1)(ii), 172.604(a)(2), 172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 03-149-SIBC-CE	\$5,700
COMSTAR INTERNATIONAL, INC. (Fiberboard Box Manufacturer/ Shipper)	Represented, marked, and certified fiberboard boxes as meeting the UN4G standard, when the box design had been changed and the boxes had not been subject to design qualification testing; offered sodium hydroxide in packages that were not properly closed and were therefore unauthorized; offered this material in a package with an improperly affixed hazard warning label; and a label that was the wrong color; offered this material in a package with no orientation arrows and in a package with improper orientation arrows; offered this material accompanied by a shipping paper that listed an incorrect packing group. [173.24(a) and (d), 178.2(b)(1), 178.601(d), 173.22(a)(2), 173.24(f)(2), 173.202, 172.406(a)(1)(ii), 172.442(b), 172.312(a), 172.202(a)] Case No. 00-058-BMS-EA	\$8,900
COMSTAR INTERNATIONAL, INC. (Fiberboard Box Manufacturer/ Shipper)	Represented, marked, and certified packagings as meeting the UN4G standard when they had not been closed as tested and therefore were unauthorized for transportation; failed to mark a complete proper shipping name on packaging and failed to properly label the packaging. [178.2(b), 178.601(d), 172.301(a)(1), 172.406(a)(1)(ii)] Case No. 01-395-BMS-EA	\$2,300
CONAX FLORIDA CORPORATION (Shipper)	Offered Igniters, 1.4G, in unauthorized packaging. [173.62] Case No. 03-005-SE-HQ	\$2,500

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
CONCRETE INDUSTRIES, INC. (Shipper)	Filled and offered combustible liquids, n.o.s. (containing aliphatic petroleum distillates), 3, in intermediate bulk containers that were not subjected to periodic retesting; failed to provide general awareness and function-specific employee training, or create and retain records of training testing; offered hazardous materials accompanied by a shipping paper that failed to identify the material as hazardous, by failing to list a proper shipping name, hazardous class or division, UN identification number, or packing group. [173.32(a) and (b), 178.813, 180.352(b)(1), 172.702(b), 172.704(a)(1) and (2), 172.704(d), 172.200(a), 172.202(a)(1)-(4)] Case No. 03-415-SIBC-CE	\$4,500
CONSERVANCY OIL COMPANY OF DURANGO (Shipper)	Offered flammable liquid, toxic, n.o.s., and corrosive liquid, n.o.s., without preparing shipping papers; failed to provide function-specific employee training, or create and retain records of training testing; operated a facility where hazardous materials were received, stored, and handled, while failing to maintain emergency response information. [172.200(a), 172.201(a) and (d), 172.202(a), 172.604(a), 172.702(b), 172.704(a) and (d), 172.600(c)(1), 172.602(c)(2)] Case No. 03-203-SD-SW	\$2,000
CONSOLIDATED CHEMICALS, INC. (Shipper)	Offered sodium hydroxide solution in unauthorized, non-UN-standard packaging. [173.22(a)(2), 173.202(a)] Case No. 02-123-SP-CE	\$2,500
CR CHEMICAL CORP. (Shipper)	Offered strontium nitrate, 5.1, in a non-UN-standard packaging; failed to register with RSPA; offered this material accompanied by a shipping paper that (1) listed an unauthorized emergency response telephone number, (2) failed to include a shipper's certification, and (3) contained an improper basic shipping description. [173.22(a)(2), 173.213, 107.601(a)(6), 107.608, 172.604(a), 172.204(a), 172.202(a)] Case No. 03-022-SE-HQ	\$10,600
CROP PRODUCTION SERVICES, INC. (Shipper)	Offered anhydrous ammonia in unauthorized non-specification cargo tanks because they were not marked as meeting the applicable ASME specification and they were not marked with a minimum design pressure of 250 psi; offered corrosive liquid, toxic, n.o.s. (containing paraquat), in containers that were not authorized because they had not been subjected to testing and certification; offered this material in used 30-gallon drums that were unauthorized because they had not been subjected to leak-proofness testing prior to reuse; failed to mark the packaging with the proper shipping name and UN identification number; failed to label the packaging with the subsidiary risk hazard warning label; failed to maintain copies of shipping papers for 375 days after the material was accepted for transportation; discharged corrosive liquid, toxic, n.o.s. (containing paraquat), from its container without removing the packaging from the motor vehicle. [173.22(a)(2), 173.315(m)(1), 173.22(a)(1), 173.203(c), 173.22(a), 173.28(b)(2), 172.301(a), 172.402(a)(2), 172.201(e), 177.834(h)] Case No. 03-390-SPTD-EA	\$15,350
CROUSE HEALTH HOSPITAL, INC. (Shipper)	Offered regulated medical waste, 6.2, in unauthorized packaging because the inner plastic bags were not securely closed; offered this material in plastic film bags that were not tested and certified as meeting the ASTM D 1709-1 standard for tear resistance and the ASTM D 1922-00a standard for impact resistance. [173.22(a)(2), 173.197(e)(1)(ii), 173.22(a) and (a)(2), 173.197(e)(1)(i)] Case No. 04-377-SBG-EA	\$11,500

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
DA-MAR FIRE PROTECTION, INC. (Cylinder Retester)	Failed to demonstrate that pressure-indicating device on its test equipment was accurate within 500 psi of actual test pressure for pressures at or above 3,000 psi; failed to maintain complete records of reinspection and retest. [173.(e)(4)(iii)(A), 173.34(e)(8)(ii)(A) and (B)] Case No. 02-352-CR-EA	\$4,240
DAC CYLINDER GASES & WELDING SUPPLY CO. (Cylinder Retester/Shipper)	Failed to provide employee training, or create and retain records of training testing; offered oxygen accompanied by a shipping paper that failed to include a proper shipping name, UN identification number, and emergency response telephone number. [172.702(b), 172.704(a) and (d), 172.202(a)(1) and (3), 172.604(a)] Case No. 97-002-CRS-EA	\$4,000
DE LAU FIRE & SAFETY, INC. (Cylinder Retester)	Failed to verify the accuracy of the test equipment to within one percent of the calibrated cylinder's test pressure and corresponding expansion values; failed to maintain complete records of reinspection and retest. [173.34(e)(4)(iv), 173.34(e)(8)(ii)(A) and (B)] Case No. 02-108-CRS-CE	\$4,600
DEEKS AND COMPANY, INC. (Shipper)	Offered environmentally hazardous substance, solid, n.o.s. (containing zinc chlorate), 9, in unauthorized, non-UN-standard packaging; failed to mark the packaging with the proper shipping name. [173.22(a)(2), 173.213(c), 172.301(a)(1)] Case No. 04-257-SBG-SO	\$3,260
DHX OCEAN/AIR FREIGHT (Non-Vessel-Operating Common Carrier)	Accepted, transported, and offered by vessel a mixed shipment of hazardous materials: (1) acetylene, dissolved, 2.1, in ten DOT specification cylinders, (2) sodium nitrite, 5.1, in eight mails marked as meeting the UN1A2 standard, (3) sodium hydroxide solution, 8, in pails marked as meeting the UN3A1 standard, and (4) toxic solid, organic, n.o.s. (containing copper chloride and copper hydroxide carbonate), 6.1, in eight pails, without maintaining the required general segregation of incompatible hazardous materials; failed to provide employee training, or create and retain records of training testing. [176.83(b) and (c), 172.702(b), 172.704(a) and (d)] Case No. 02-128-FF-CE	\$10,640
DITTY DRUM COMPANY, INC. (Drum Reconditioner)	Represented, marked, and certified re-manufactured and reconditioned open-head steel drums as meeting the Packing Group I requirements for solid hazardous materials, when the drums were only tested for liquid hazardous materials; failed to mark drums with the correct year of reconditioning and the letter "L"; failed to provide function-specific employee training. [173.28(c), 178.503, 178.503(c)(1)(iii) and (v), 172.702(b), 172.704(a)(2)] Case No. 03-158-DR-WE	\$3,700
DIVERSIFIED SCIENTIFIC SERVICES, INC. (Shipper)	Offered radioactive materials, low specific activity (LSA-II), (1) without ensuring that the package was capable of withstanding the normal conditions of transportation without leaking, and (2) without properly packaging it in authorized packaging; offered this material accompanied by shipping papers that listed an improper basic description and failed to include the transport index. [171.12(d), 171.12a(b)(8), IAEA Regulations—Section VI, Paragraphs 524, 612, and 614, 171.12a(b)(10), 172.203(c), 172.324, IAEA Regs—Section V, Paragraph 549] Case No. 03-019-RMS-HQ	\$9,005
DON JERRY'S X-PLO, INC. (Shipper)	Offered powder, smokeless, 1.3C, PG II, classed as smokeless powder for small arms, 4.1, PG I, under the terms and conditions of a special approval, when it failed to properly classify the material, which resulted in improper marking, labeling and improperly completed shipping papers. [172.101 (HM table), 172.102—Special Exemption 16, 173.56, 173.58, 172.202(a), 172.204(a)(1), 172.300, 172.400, 173.171] Case No. 03-013-SE-HQ	\$5,000

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
DPC INDUSTRIES, INC. (Shipper)	Filled and offered hypochlorite solution, 8, in rigid plastic intermediate bulk containers, marked as meeting a UN standard, that were not periodically tested for leak-proofness and externally inspected within the last 2.5 years. [173.35(a), 180.352(a)] Case No. 04-213-SIBC-SW	\$3,675
DUDLEY CORPORATION (Shipper)	Offered nitrates, inorganic, n.o.s. (containing bismuth nitrate), 5.1, and toxic solid, organic, n.o.s. (containing catechol), 6.1, in unauthorized, non-UN-standard non-bulk packaging; offered hazardous materials accompanied by a shipping paper that did not (1) list a technical name, (2) identify the material as a hazardous substance, and (3) list the shipping description in the proper sequence; failed to register with RSPA; failed to provide recurrent employee training, or create and retain records of training testing. [173.22(a)(2), 173.212(a), 173.213(a), 172.202(b) and (d), 172.204(d), 107.601(a)(6), 172.702(b), 172.704(c)(2) and (d)] Case No. 03-374-SD-EA	\$6,960
E.J. TRADING, INC. (Shipper)	Imported into the United States receptacles, small, containing gas, without providing the foreign shipper with timely and complete information as the requirements of the regulations applicable to the shipment within the United States; failed to provide employee training, or create and retain records of training testing. [171.12(a), 172.702(b), 172.704(a) and (d)] Case No. 01-157-SC-WE	\$3,200
ELIZABETH BURT D/B/A CONCORD FIRE EXTINGUISHER SERVICE (Cylinder Retester)	Failed to verify the accuracy of the test equipment to within one percent of actual test pressure of cylinders retested that day, and failed to record all required information on the test records; failed to maintain a copy of a DOT exemption at its facility. [173.34(e)(4)(iii)(A), 173.34(e)(8)(ii)(A), 173.34(e)(2)(v)] Case No. 02-382-CR-EA	\$2,600
ENOVATION GRAPHICS SYSTEM, INC. (Shipper)	Offered flammable liquids, n.o.s., in unauthorized non-UN-standard, non-bulk packaging. [173.22(a)(2), 173.202] Case No. 03-260-SB-SO	\$4,000
ERJO SERVICE CO., INC. (Cylinder Retester)	After equipment malfunction, retested cylinders at the same pressure, rather than at an increased pressure of 10 percent or 100 psi (whichever is lower); failed to retest DOT exemption cylinders as prescribed in the exemption. [173.34(e)(4)(v), 173.34(e), DOT-E 10915] Case No. 01-362-CR-EA	\$4,000
ESTES, INCORPORATED (Shipper)	Offered combustible liquid, n.o.s., in intermediate bulk containers that were not tested and inspected; offered hazardous materials accompanied by a shipping paper that did not include a shipper's certification. [173.35(a), 178.813(a), 180.352(b), 172.204(a)] Case No. 03-207-SIBC-SW	\$4,500
FIBA TECHNOLOGIES, INC. (Exemption Holder)	Represented, marked, and certified cylinders as retested in accordance with a DOT exemption that were not authorized to be examined under this exemption because they were foreign cylinders; failed to properly calibrate the test equipment; failed to identify the calibrated cylinder by serial number or other stamped identification marking; failed to mark each cylinder with "UE". [DOT-E 10922—Paragraph 7.a., DOT-E 10922—Paragraph 7.c., DOT-E 10922—Paragraph 7.g.(3), DOT-E 10922—Paragraph 7.f.] Case No. 02-007-EXU-HQ	\$7,950

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
FIBA TECHNOLOGIES, INC. (Exemption Holder)	Represented, marked, and certified cylinders as retested in accordance with a DOT exemption when it failed to properly re-qualify or re-certify its retest personnel; failed to properly calibrate the test equipment; failed to identify the calibrated cylinder by serial number or other stamped identification marking; failed to mark each cylinder with “UE”; failed to qualify each tester in accordance with the terms and conditions of the DOT exemption; failed to maintain complete and accurate records of reinspection and retest. [DOT-E 10922—Paragraph 7.h., DOT-E 10922—Paragraph 7.c., DOT-E 10922—Paragraph 7.g.(3), DOT-E 10922—Paragraph 7.f., DOT-E 10922—Paragraph 7.h., DOT-E 10922—Paragraph 7.g.] Case No. 02-009-EXU-HQ	\$5,825
FIRE COMMAND COMPANY, INC. (Cylinder Retester)	Failed to remove bands prior to testing, failed to hold test pressure for at least 30 seconds, and, after equipment malfunction, retested at the same pressure, rather than increasing it by 10 percent or 100 psi (whichever is lower); retested cylinders with test equipment that was not accurate to within one percent and failed to demonstrate the accuracy of the equipment at pressures within 500 psi of actual test pressure; failed to condemn cylinders with permanent expansion exceeding 10 percent of total expansion; failed to properly mark condemned cylinders; failed to maintain complete and accurate records of reinspection and retest; failed to provide general awareness and function-specific recurrent employee training, or create and retain records of training testing; failed to maintain a current copy of the regulations at its facility. [173.34(e)(4)(i), 173.34(e)(4)(iii)(A) and (iv), 173.34(e)(6)(i)(D), 173.34(e)(6)(ii), 173.34(e)(8)(ii), 172.702(b), 172.704(a)(1) and (2), 172.704(d), 173.34(e)(2)(v)] Case No. 01-606-CR-EA	\$14,886
FIRE EXTINGUISHER SALES AND SERVICE, INC. (Cylinder Retester)	Failed to verify that the pressure-indicating device on its test equipment was accurate within one percent of actual test pressure. [180.205(g)(3)(i)] Case No. 03-116-CR-CE	\$3,420
FIRE PROTECTION SERVICES, INC. (Cylinder Retester)	Failed to demonstrate the accuracy of the test equipment to within 500 psi for pressures at or above 3,000 psi; failed to maintain complete records of reinspection and retest. [180.205(g)(3)(i), 180.215(b)(1)] Case No. 03-524-CR-SW	\$3,500
FIRECODE SAFETY EQUIPMENT, INC. (Cylinder Retester)	Failed to maintain its approval authority to retest cylinders by failing to renew its retester’s identification number. [180.205(b)] Case No. 04-162-CR-WE	\$1,760
FLUSHING HOSPITAL MEDICAL CENTER (Shipper)	Offered regulated medical waste, 6.2, in packaging that was not properly closed; offered this material in packaging with inner packages that were not marked and certified to the ASTM D 1709-01 standard for tear resistance and the ASTM D 1922-00a standard for impact resistance. [173.22(a)(2), 173.197(e)(1)(ii) and (2), 173.22(a)(2), 173.197(e)(1)(i)] Case No. 04-375-SBG-EA	\$11,490
FMC CORPORATION (Shipper)	Offered organic peroxide type F, liquid (less than or equal to 18% peroxyacetic acid, stabilized), 5.2 (8), in an intermediate bulk container that was not subjected to the required periodic retesting; offered organic peroxide type F, liquid (greater than 36% peroxyacetic and less than or equal to 7% hydrogen peroxide), when it had not received approval for shipment of this material, thereby shipping a forbidden material. [173.35(a), 173.225(e)(5), 180.352(b)(3)(ii), 173.21(f), 173.128(d), 173.225(c)] Case No. 03-391-SIBC-EA	\$17,685

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
FORTO CHEMICAL CORPORATION (Shipper)	Offered corrosive liquids, n.o.s. (containing phosphoric acid), in unauthorized, non-UN-standard packaging. [173.22(a)(2), 173.203] Case No. 03-264-SP-SO	\$4,000
FUERST DAY LAWSON, LTD. (Shipper)	Offered toxic liquid, flammable, organic, n.o .s. (containing 2-methyl-3-furanthoil), 6.1, 3, PG I, inhalation hazard zone B, by air, when it failed to properly classify the hazardous material, thereby causing (1) a forbidden material to be placed on a passenger-carrying aircraft, (2) the use of an incorrect identification number that resulted in a change to the emergency response information, (3) a shipping paper that contained an incomplete shipping description and incorrect packaging group, (4) an incorrect marking of the packaging, and (5) incorrect labels being affixed to the packaging; offered this material accompanied by a shipping paper that did not list an emergency response telephone number. [172.101, 172.202(a)(4), 172.203(m)(2), 172.400(a)(1), 173.1(b), 173.22(a)(1), 173.133, 172.604] Case No. 03-096-FSB-EA	\$12,450
GCC DRUM, INC. (Fiber Drum Manufacturer)	Failed to perform the stacking test on fiber drums marked as meeting the following UN standards: UN1G/X140, UN1G/Y150, UN1G/Y120, UN1G/Y260, UN1G/Y56, UN1G/Y235, UN1G/Y230, and UN1G/Y190; failed to maintain complete and accurate test records; marked packagings with a symbol that is not registered with DOT. [178.601(e), 178.606(a), 178.601(l), 178.503(a)(8)] Case No. 02-241-FDM-SW	\$17,750
GE BETZ, INC. (Shipper)	Offered flammable liquid, n.o.s. (containing naphthalene), RQ, and toxic liquid, organic, n.o.s. (containing methylene bithiocyanate), 6.1, in intermediate bulk containers, when it failed to retest them as required. [178.700, 178.801(c)(6), 180.350(a)] Case No. 03-219-SIBC-SW	\$3,000
GEO SPECIALTY CHEMICALS, INC. (Intermediate Bulk Container Manufacturer/Shipper)	Offered organic peroxide type F, solid (containing dicumyl peroxide), 5.2, in a self-certified intermediate bulk container (IBC) when the prescribed periodic wall thickness inspection was not conducted, thereby rendering it an unauthorized bulk packaging; represented, certified, and marked an IBC as successfully retested without maintaining records of testing; failed to create and retain records of employee training testing. [173.22(a)(2), 173.35(a), 180.352(a) and (b)(3)(ii), 180.352(f), 172.704(d)] Case No. 04-381-SIBC-EA	\$8,625
GEODAX TECHNOLOGY, INC. (Shipper)	Offered radioactive material, n.o.s., in packaging marked as meeting the DOT Spec 7A Type A specification without maintaining documentation of tests, evaluation or comparative data showing that the construction method, packaging design, and materials of construction complied with the specification; failed to provide employee training, or create and retain records of training testing. [173.415(a), 172.704(a) and (d)] Case No. 03-012-RMS-HQ	\$7,560
GOLDEN APPELXX CO., INC. (Shipper)	Imported lighters, cigarette (containing flammable gas), into the United States without providing the shipper and forwarding agent with timely and complete information regarding the applicable requirements applying to the shipment within the United States; offered them when the devices and inner packages had not been examined and approved; failed to provide employee training, or create and retain records of training testing; failed to register with RSPA; offered them accompanied by a shipping paper that did not list the DOT approval number. [171.12(a), 172.102—Special Provision N10, 173.21(i), 172.702(b), 172.704(a) and (d), 107.601(a)(5), 107.608(a) and (b), 107.612(b), 172.102(b)(5), 172.102—Special Provision N10] Case No. 02-178-SB-WE	\$9,730

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
GOLDSCHMIDT CHEMICAL CORPORATION (Shipper)	Failed to perform a periodic leak-proofness test and external visual inspection within the last 2.5 years of a rigid intermediate bulk container marked as meeting a UN standard, and offered residue, last contained allyl glycidyl ether, 3, in this same packaging. [173.29(a), 180.352(b)(1) and (2)] Case No. 04-205-SIBC-SW	\$3,150
GRAPHIC ENTERPRISES, INC. (Shipper)	Represented a portable tank as meeting the DOT 57 specification when it had not been periodically inspected and tested; offered compounds, cleaning, liquid (containing acetone), 3, in packaging unauthorized because it was not configured as tested; represented, marked, and certified combination packaging when it failed to maintain design qualification test reports; failed to provide recurrent employee training. [173.32(a)(1), 180.605(a) and (c), 173.22(a)(2), 173.201(a) and 202(a), 178.601(l), 172.702(b), 172.704(c)(2)] Case No. 03-090-SIBC-EA	\$9,450
GREATER LAFAYETTE HEALTH SERVICES, INC. (Shipper)	Offered regulated medical waste, 6.2, when it was not properly packaged in a UN standard packaging and the packaging used was not capable of meeting the exception provided for in the regulations. [173.197(d)] Case No. 04-116-SIBC-CE	\$5,600
GRIFFIN FIRE & SAFETY, INC. (Cylinder Retester)	Failed to demonstrate the accuracy of the test equipment to within one percent of test pressure; after an equipment malfunction, conducted a second test at the same pressure, rather than increasing the pressure by 10 percent or 100 psi (whichever is lower); failed to remark exemption aluminum cylinders as DOT 3AL. [180.205(g)(3)(i), 180.205(g)(5), 180.215(b), 180.213(a)] Case No. 03-360-CR-EA	\$5,400
GS BATTERY USA, INC. (Fiberboard Box Manufacturer/ Shipper)	Represented, marked, and certified fiberboard boxes as meeting the UN4G/Y.9.75/S standard when design qualification testing was not performed after changing two different designs; offered battery fluid acid in unauthorized, non-UN-standard packaging; failed to mark the packages with orientation arrows; failed to properly label packages of battery fluid acid. [178.601(d), 178.603, 178.606, 172.101—Special Provision N6, 173.22(a)(2), 173.159(g) and (h), 172.312(a)(2), 172.400(a)(1) and (b), 172.407(b), 172.442(b)] Case No. 02-363-BMS-EA	\$14,500
H-I-S PAINT MANUFACTURING COMPANY, INC. (Shipper)	Filled and offered Paint, 3, in a portable tank marked as meeting the DOT 57 specification and in a rigid metal intermediate bulk container marked as meeting the UN31A standard, when they had not been periodically tested for leak-proofness and inspected within the last 2.5 years. [173.32(a)(2), 173.35(a), 180.352(a) and (b)] Case No. 04-237-SIBC-SW	\$3,500
HAAS SYSTEMS, INC. (Cylinder Retester/Shipper)	Failed to demonstrate the accuracy of the test equipment at pressures within 500 psi of actual test pressure and when the calibrated cylinder displayed permanent expansion; after an equipment malfunction, conducted a second test at the same pressure, rather than increasing the pressure by 10 percent or 100 psi (whichever is lower); failed to provide employee training, or create and retain records of training testing. [180.205(g)(3)(i) and (4), 180.205(g)(5), 172.702(b), 172.704(a) and (d)] Case No. 03-414-CRS-CE	\$5,600

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
HARBOR LITE DISTRIBUTION, INC. (Shipper)	Offered toxic solid, organic, n.o.s. (containing catechol) 6.1, in unauthorized non-UN-standard, non-bulk packaging; offered hazardous materials accompanied by shipping papers that (1) failed to enter the shipping description in the proper order, (2) interspersed additional information with the description, and (3) omitted the unit of measure for the weight of the materials; failed to register with RSPA; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2), 173.213(a), 172.202(a)(5), 172.202(b) and (d), 107.601(a)(6), 172.702(b), 172.704(a) and (d)] Case No. 03-375-SD-EA	\$5,000
HARCROS CHEMICALS (Shipper)	Offered hypochlorite solutions, 8, UN1791, PGIII, in an intermediate bulk container marked as meeting the UN31H2 standard, when it had not performed the required reinspection and retest within the last 2.5 years. [180.352(a)] Case No. 03-518-SIBC-SW	\$5,250
HARRIS RESEARCH, INC. (Shipper)	Accepted and transported oxidizing solids, n.o.s. (containing sodium percarbonate), 5.1, in unauthorized, non-UN-standard, non-bulk packaging; offered this material accompanied by a shipping paper that failed to show a proper packing group. [173.22(a)(2), 173.212(b), 172.202(a)(4)] Case No. 04-168-SD-SW	\$6,150
HARTMAN BROTHERS, INC. (Cylinder Retester)	After an equipment malfunction, conducted a second test at the same pressure, rather than increasing the pressure by 10 percent or 100 psi (whichever is lower); failed to verify the accuracy of the test equipment to within one percent of the calibrated cylinder's pressure; filled a cylinder in excess of the marked service pressure. [180.205(g)(5), 180.205(g)(4), 173.302a(b)(3) and (5)] Case No. 03-507-CR-SW	\$6,450
HATTON, LTD. D/B/A SAVOL BLEACH COMPANY (Shipper)	Offered hypochlorite solutions in intermediate bulk containers (IBCs) that were not retested at the required intervals; discharged this material from the IBC without removing it from the transport vehicle; failed to mark the IBCs with the UN identification number; offered this material in an IBC that did not have the required placards; failed to register with RSPA; failed to provide initial or recurrent employee training, or create and retain records; offered this material accompanied by a shipping paper that did not list the total quantity of the material. [173.22(a)(2), 173.35(a), 173.240(d), 180.352(a) and (b), 173.30, 177.834(h), 172.302(a)(2) and (b)(2), 172.331(b), 172.332, 172.514(a) and (c)(4), 107.601(a)(6), 107.608, 172.702(b), 172.704(a), (c)(2), and (d), 172.202(a)(5), 172.202(c)] Case No. 01-096-SIBC-EA	\$7,200
HEALTHNET, INC. (Shipper)	Offered regulated medical waste, 6.2, in packaging marked as meeting a UN standard, when it was not closed so that it was secure and leak-proof, thereby creating unauthorized packaging; failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [173.24(f)(1)(ii), 173.134(c)(1)(ii), 172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 03-144-SD-CE	\$3,850
HELEN, INC. D/B/A ENVIRONMENTAL COATINGS, INC. (Shipper)	Offered paint, 3, UN1263, PGIII, in an intermediate bulk container marked as meeting a UN standard and in portable tanks marked as meeting a DOT specification portable tanks that had not been retested within the last 2.5 years. [173.22(a)(2) and (4), 173.32(a)(1) and (2), 173.35(a), 180.352(b)(1), 180.605(c)(3)] Case No. 03-410-SIBC-CE	\$2,625

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
HELENA CHEMICAL COMPANY (Motor Carrier/Shipper)	Offered and transported organophosphorus pesticides, solid, toxic (containing disulfoton), when the material was not described, marked, or labeled as required, and failed to notify the driver of the presence of hazardous materials in the shipment; offered this material in unauthorized, non-UN-standard packaging; offered hydrogen peroxide and peroxyacetic acid mixture, stabilized, when the hazard warning labels were not the correct size. [173.6(c)(1) and (4), 177.22(a)(2), 173.212(c), 172.407(c)] Case No. 04-352-CBG-EA	\$9,225
HENKEL CORPORATION (Shipper)	Filled and offered potassium hydroxide solution and oxidizing liquid, corrosive, n.o.s. (containing phosphoric acid and sodium chlorate) in intermediate bulk containers that were not retested at the required intervals; offered sodium hydroxide solution in packaging that was not closed in accordance with the manufacturer's closure notification. [173.22(a)(2), 173.35(a), 173.240(d), 180.352(a), 173.22(a)(2) and (4), 173.24(f)(2), 178.2(b)(2)] Case No. 03-125-SIBC-CE	\$5,650
HENRY FORD MEDICAL CENTER (Shipper)	Offered regulated medical waste, 6.2, and diagnostic specimens in non-UN-standard packaging, when the containers were overfilled, the closure was not secure and leak-proof, and the diagnostic specimens had no outer packaging nor absorbent material; offered these materials accompanied by a shipping paper that listed an invalid emergency response telephone number; failed to provide general awareness and function-specific employee training; offered these materials accompanied by shipping papers that did not list a proper shipping description. [173.24(f)(1)(ii), 173.134(c)(1)(ii), 173.197(e)(1), 173.199(b), 172.604(a)(1), 172.702(b), 172.704(a)(1) and (2), 172.202(a)] Case No. 04-108-SIBC-CE	\$10,200
HGI WORLDWIDE, INC. D/B/A HYDRO GARDENS (Shipper)	Offered ammonium nitrate fertilizer in unauthorized, non-UN-standard packaging; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2), 173.24(c), 173.213(a) and (c), 172.702(b), 172.704(a) and (d)] Case No. 03-205-SBG-SW	\$1,000
HI-TEC LABORATORIES, INC. (Shipper)	Offered sulfuric acid in an unauthorized non-UN-standard packaging. [173.22(a)(2), 173.202] Case No. 99-283-SB-SO	\$1,500
HOME CARE EQUIPMENT, INC. (Cylinder Retester/Shipper)	Failed to verify the accuracy of the test equipment to within one percent of the calibrated cylinder's pressure and corresponding expansion values, and performed retesting after recording permanent expansion during the calibration process. [180.205(g)(3)(i), 180.205(g)(4)] . Case No. 03-136-CRS-CE	\$2,740
HUNTER DRUMS LIMITED (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold plastic drums as meeting the UN1H1 standard, when they were tested and found incapable of passing the leak-proofness and hydrostatic pressure tests. [178.601(b), 178.604, 178.605] Case No. 04-104-FPDM-CE	\$8,400
ICN BIOMEDICALS, INC. (Shipper)	Represented, certified, and marked packaging as meeting the DOT 7A Type specification, when it failed to perform tests and an engineering evaluation and/or failed to maintain comparative data for the configuration of the packaging as offered (three counts); failed to provide recurrent training, or create and retain records of training testing; offered radioactive materials, n.o.s., after being informed by a RSPA inspector that the packaging was not authorized for transportation. [173.412(j) and (k), 173.415(a), 173.461—three violations, 172.702(b), 172.704(c)(2) and (d), 173.22(a)(2), 173.24(c), 173.415] Case No. 02-003-RMS-HQ	\$32,700

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
INDIANA ORTHOPAEDIC CENTER (Shipper)	Offered regulated medical waste, 6.2, in non-bulk packaging containing loose sharps; failed to provide general awareness and function-specific training, or create and retain records of training testing. [173.134(c)(1)(ii), 173.197, 172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 03-143-SB-CE	\$7,500
INDUSTRIAL CONTAINER SERVICES, LLC. (Steel Drum Manufacturer/ Reconditioner)	Manufactured, marked, certified, and sold re-manufactured 55-gallon steel drums as meeting the UN1A2 standard, when they were incapable of passing the drop, leak-proofness, hydrostatic pressure, and vibration tests; failed to mark the required markings on these packages on their side by permanent embossing. [173.28(d), 178.603, 178.604, 178.605, 178.608, 178.503(a) and (d)] Case No. 03-511-DM-SW	\$7,220
INDUSTRIAL FIRE EQUIPMENT COMPANY, INC. (Cylinder Retester)	Failed to verify the accuracy of the test equipment to within one percent of the calibrated cylinder's pressure and corresponding expansion values, and when the calibrated cylinder showed permanent expansion; failed to notify the owners in writing that cylinders were rejected or condemned; failed to have a current copy of the regulations, applicable CGA pamphlets, and exemptions at its facility; failed to enter all of the required information and data on the records of reinspection and retest; failed to provide employee training. [180.205(g)(4), 180.205(h)(2) and (i)(2), 180.215(a)(4)-(6), 180.215(b)(1) and (2), 172.702(b), 172.704(a)] Case No. 03-528-CR-SW	\$5,885
INDUSTRIAL PACKAGING CORPORATION (Fiberboard Box Manufacturer)	Manufactured, marked, certified, and sold fiberboard boxes as meeting the UN4G standard, when they were manufactured with a different basis weight than set out in the UN certification test report, thereby creating a different packaging for design qualification tests were required but not conducted. [178.2(b), 178.601(d), 178.603, 178.606] Case No. 02-277-BM-SO	\$3,000
INDUSTRIAL SOLID PROPULSION, INC. (Shipper)	Offered model rocket motors when they had not been approved for transportation with the means of initiation or ignition installed. [173.51(a), 173.54(a) and (l), 173.56(b)] Case No. 98-028-SE-HQ	\$5,000
INFLATABLE SERVICES, INC. (Cylinder Retester)	Failed to verify the accuracy of the test equipment to within one percent of the calibrated test pressure and corresponding expansion values; failed to perform retesting at the minimum test pressure; failed to maintain complete records of reinspection and retest for daily calibration and cylinder re-qualification; failed to provide employee training, or create and retain records of training testing. [173.34(e)(4)(iv), 173.34(e)(1), 173.34(e)(8)(ii)(A) and (B), 172.702(b), 172.704(a) and (d)] Case No. 02-257-CR-SO	\$5,300
INFOLAB, INC. (Shipper)	Offered methanol in unauthorized non-UN-standard packaging; offered hazardous materials accompanied by a shipping paper that did not identify the material as hazardous, that did not include the basic shipping description or emergency response telephone number, and that included an incorrect packing group. [173.22(a)(2), 173.202(b), 172.200(a), 172.201(a)(1), 172.202(a)(1)-(4), 172.604(a)] Case No. 03-277-SB-SO	\$9,200
INGVALD INCORPORATED D/B/A POLYGEM (Shipper)	Offered amines, liquid, corrosive, n.o.s. (containing triethylenetetramine/nonylphenol), 8, in unauthorized, non-UN-standard, non-bulk packaging; failed to register with RSPA. [173.22(a)(2), 173.203, 107.601(a)(6), 107.608(a) and (b)] Case No 03-402-SP-CE.	\$4,500

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
INTERNATIONAL COATINGS, INC. (Shipper)	Offered corrosive liquid, n.o.s. (containing isophronediamine), in non-UN-standard five-gallon open-head plastic drums. [173.22(a)(2)(i), 173.203] Case No. 03-150-SP-CE	\$2,500
JASCO CHEMICAL CORPORATION (Cylinder Retester)	Offered hydrogen peroxide, aqueous solution, 5.1, in a packaging marked as meeting a UN standard that was not assembled as tested, and was, therefore, an unauthorized packaging; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2) and (4), 173.202, 172.702(b), 172.704(a) and (d)] Case No. 03-168-CR-WE	\$5,625
JCI JONES CHEMICALS, INC. (Shipper)	Offered Sodium hydroxide solution, 8, UN1824, in used 55-gallon UN1H1 closed-head plastic drums that were not leak-proofness tested prior to reuse, rendering them unauthorized. [173.28(b)(2)] Case No. 04-112-SD-CE	\$3,240
JEFF BACK D/B/A FYR-FYTR SALES AND SERVICE (Cylinder Retester)	Failed to condemn cylinders with permanent expansion exceeding 10 percent of total expansion; failed to verify the accuracy of its test equipment to a point within 500 psi of each cylinder's actual test pressure; failed to maintain accurate records of reinspection and retest; failed to provide recurrent employee training. [173.34(e)(6)(i)(D), 173.34(e)(4)(iii)(A), 173.34(e)(8)(ii)(A) and (B), 172.702(b), 172.704(c)(2)] Case No. 00-394-CR-EA	\$4,000
JEFFCO FIRE EXTINGUISHER SERVICE, INC. (Cylinder Retester)	Failed to demonstrate the accuracy of the pressure-indicating device on the test equipment at a point within 500 psi of actual test pressure; failed to maintain complete records of calibration and retest. [180.205(g)(3)(i), 180.215(b)(1)] Case No. 03-137-CR-CE	\$2,500
JERSEY COOPERAGE CO., INC. (Drum Reconditioner)	Represented, marked, certified, and sold re-manufactured drums marked as meeting the UN1A2/Y1.2/100 standard without conducting the required design qualification testing; represented, marked, certified, and sold re-manufactured drums marked as meeting the UN1A2/Y1.2/100 standard when the leak-proofness test was not conducted on each drum; failed to permanently mark the drums. [173.28(d), 178.601(d), 173.28(a), 173.28(b)(2), 178.604(a), 173.28(d), 178.503(d)] Case No. 03-076-DR-EA	\$9,890
JOHN S. POSEN, INC. (Cylinder Retester)	Failed to verify the accuracy of the test equipment to within one percent of the calibrated cylinder's pressure and corresponding expansion values; failed to maintain complete and accurate records of visual inspection; for cylinders that were to be condemned, failed to stamp a series of "Xs" over the specification marking and service pressure, stamp "CONDEMNED" on the shoulder, top head or neck using a steel stamp, or render the cylinder incapable of holding pressure. [180.3(a), 180.201, 180.205(g)(4), 180.215(b) and (b)(2), 180.3(a), 180.205(i)(2)] Case No. 04-359-CR-EA	\$2,300

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
K. PATEL INTERNATIONAL (Shipper)	Offered potassium nitrate, 5.1, and lead compounds, soluble, n.o.s. (containing lead subacetate), 6.1, in unauthorized, non-UN-standard, non-bulk packaging; offered lead compounds, soluble, n.o.s. (containing lead subacetate), 6.1, a marine pollutant, accompanied by a shipping paper that did not include a proper shipping name, packing group, the “marine pollutant” designation, emergency response information, and additional information interspersed within the basic shipping description; failed to properly mark packages of lead compounds, soluble, n.o.s. (containing lead subacetate); failed to properly label packages of both hazardous materials identified above. [173.22(a)(2), 173.213(a), IMDG Code—Packaging Instruction P002, 172.200(a), 172.201(d), 172.202, 172.203, IMDG Code—Parts 5.4.1.1 and 5.4.1.2, 172.300, 172.301, 172.304, 172.322, IMDG Code—Parts 5.2.1.1 and 5.2.1.6, 172.400, 172.406, 172.407, 172.426, 172.430, IMDG Code—Parts 5.2.1.6, 5.2.2.1.2, 5.2.2.1.6] Case No. 03-381-FSD-EA	\$8,500
KELLY AEROSPACE TURBINE ROTABLES (Cylinder Retester)	Failed to demonstrate the accuracy of the pressure-indicating device on the test equipment at a point within 10 percent of actual test pressure (for test pressures below 3,000 psi); failed to maintain current copies of applicable DOT exemptions at its facility; failed to enter all prescribed information on the record for each cylinder that was re-qualified or visually inspected; failed to demonstrate the accuracy of the pressure-indicating device on the test equipment to within one percent of the minimum test pressure of each cylinder; when a cylinder was required to be condemned, returned it to the owner without (1) first stamping a series of “Xs” over the DOT specification marking and the marked service pressure, (2) stamping “CONDEMNED” on the shoulder, top head, or neck using a steel stamp, or (3) rendering the cylinder incapable of holding pressure. [180.205(g)(3)(i), 180.215(a)(5), 180.215(b)(2), 180.205(g)(2), 180.205(i)(2)] Case No. 04-245-CR-SW	\$6,245
KELSAN, INC. (Shipper)	Offered corrosive solid, basic, inorganic, n.o.s. (containing sodium metasilicate), in unauthorized, non-UN-standard packaging; offered hazardous materials accompanied by a shipping paper that did not include an emergency response telephone number; failed to create and retain records of employee training testing. [173.22(a)(2), 173.212, 172.201(d), 172.604(a), 172.704(d)] Case No. 01-258-SP-SO	\$3,572
KITZINGER COOPERAGE CORPORATION (Steel Drum Manufacturer/ Reconditioner)	Manufactured, marked, certified, and sold remanufactured and reconditioned open-head steel drums marked as meeting the UN1A2 standard when they were not capable of passing the drop, leak-proofness, hydrostatic pressure, and vibration tests; failed to permanently mark the drums. [173.28(a) and (b)(2)(I), 173.28(b), 178.601(b), 173.28(d), 178.503(a) and (d)] Case No. 03-506-DM-SW	\$7,100
KOORSEN PROTECTION SERVICES, INC. (Cylinder Retester)	Represented, certified, and marked DOT specification cylinders as successfully retested, when the calibrated cylinder showed permanent expansion, thereby demonstrating that the test equipment could not be verified to be accurate within one percent of the calibrated cylinder’s test pressure and corresponding expansion values. [173.34(e)(4)(iv)] Case No. 01-139-CR-CE	\$950
L.A. CHEMICALS LTD. (Shipper)	Filled and offered flammable liquid, n.o.s. (containing ethyl alcohol and toluene), in a portable tank marked as meeting the DOT 57 specification, when the portable tank had not been retested at the required intervals. [173.22(a)(2) and (4), 173.32(a)] Case No. 03-408-SIBC-CE	\$1,960

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
LAB SCIENTIFIC, INC. (Shipper)	Offered acrylamide, a PG III poison, in packaging not closed so as to prevent, under conditions normally incident to transportation, a release of the materials to the environment; failed to affix a “Keep Away From Food” warning label to a package; failed to mark a package with the proper shipping name, UN identification number, or orientation arrows; offered this material without preparing a shipping paper; failed to provide employee training, or create and retain records of training testing. [173.24(b)(1), 172.400, 172.431, 172.301(a), 172.312(a), 172.200(a), 172.203(b), 173.22(a)(1), 172.702(b), 172.704(a) and (d)] Case No. 00-065-SB-EA	\$3,750
LAND & SEA DISTRIBUTING, INC. (Shipper)	Offered signal devices, hand, 1.4S, PG II, and cartridges, signal, 1.4G, PG II, in unauthorized, non-UN-standard packaging; offered various hazardous materials accompanied by shipping papers that (1) did not include the proper shipping name, (2) did not include the technical name for mixtures, (3) listed additional information prior to the basic shipping description, (4) failed to list the number of pages, and (5) failed to list the quantity of the materials; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2), 173.62(b) and (c), 172.201(a)(4) and (c), 172.202(a)(5) and (c), 172.203(k)(1), 172.702(b), 172.704(a) and (d)] Case No. 03-630-SE-EA	\$15,000
LIDU FIREWORKS CORPORATION, LTD. D/B/A LIDU AMERICA, INC. (Shipper)	Offered fireworks, 1.3G, when the “EX” approval number listed on the shipping paper had been issued to another company for a different item and the material had not been examined, classed, and approved in accordance with the regulations, thereby creating an unapproved. [22 separate violations of 173.51(a), 173.54(a), 173.56] Case No. 00-022-FSE-HQ	\$48,000
LIQUID CONTAINER, L.P. (Fiberboard Box Manufacturer)	Manufactured, marked, certified, and sold fiberboard boxes as meeting the UN4G/Y21/S standard, when a change was made to the package’s closure design and new design qualification testing was not conducted. [178.2(e), 178.3(b), 178.601(d)] Case No. 01-078-BM-EA	\$2,685
LOCKHEED MARTIN CORPORATION (Shipper)	Offered a hazardous material while failing to properly describe it on a shipping paper, failing to properly package it, failing to properly mark it, and failing to properly label it. [172.202, 172.301(a), 172.310, 172.403, 173.415, 173.427] Case No. 04-008-RMS-HQ	\$11,080
LOGO PRINTS, INC. D/B/A SMI (Shipper)	Offered lighters (containing flammable gas) in a combination packaging not authorized because it not examined by the Explosives Bureau and approved by the RSPA; failed to register with RSPA; failed to provide employee training, or create and retain records of training testing. [173.21(i), 173.22(a)(2), 173.308(a)(4), 107.608 and 612, 172.702(b), 172.704(a) and (d)] Case No. 03-257-SB-SO	\$6,700
LOS ANGELES CHEMICAL COMPANY (Shipper)	Offered phosphoric acid in open-head pails that did not have the proper lids, thereby creating unauthorized packaging. [173.22(a)(2), 173.203] Case No. 03-155-SP-WE	\$4,125

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
MAINTEX, INC. (Shipper)	Offered corrosive liquid, n.o.s. (containing sodium hydroxide and ethanolamine) in combination packaging that was not authorized for this material because the inner packages had been closed with a cap that was different than the one used when the packaging was tested and certified; offered corrosive liquid, n.o.s. (containing potassium hydroxide and sodium silicate), in 55-gallon closed-head plastic drums marked as meeting the UN1H1/Y1.8/150 standard, when the drums had not been closed in accordance with the manufacturer's closure notification, thereby voiding the certification, and the employees had not been trained in the requirements for closing the drums. [173.22(a)(4), 173.202, 172.702(b), 173.22(a)(4), 173.24(f)(2)] Case No. 03-170-SBD-WE	\$7,000
MEDCO SUPPLY COMPANY, INC. (Shipper)	Offered isopropanol in an unauthorized, non-UN-standard packaging. [173.22(a)(2), 173.202(a)] Case No. 03-610-SB-EA	\$3,000
MEDICAL WASTE SOLUTIONS, INC. (Shipper)	Offered regulated medical waste, 6.2, purportedly under the terms of a DOT exemption, when the inner packages had not been properly closed; offered this material accompanied by a shipping paper that did not list the proper shipping name or DOT exemption number, and with an unsigned shipper's certification. [178.2(b)(2), DOT-E 11185—Paragraph 7.(b).2, 172.200(a), 172.202(a)(4), 172.203(a), 172.204(d)] Case No. 02-147-SIBC-CE	\$6,000
MERCURY AIR CARGO, INC. (Shipper)	Accepted for transportation and re-offered for transportation in air commerce resin solution, 3, in packaging that was not authorized because it was not marked as having been hydrostatically pressure tested to at least 80 kPa (12 psi). [173.27(c)(3)(ii), ICAO Technical Instructions—Part 4,1;1.1.16] Case No. 03-351-SP-EA	\$2,750
METHODIST MEDICAL CENTER OF ILLINOIS (Shipper)	Offered regulated medical waste, 6.2, in non-UN-standard packaging, when the closure was not secure or leak-proof; offered infectious substances affecting humans in packaging marked as meeting the UN4H standard, when the packaging was in damaged condition and did not meet the reuse or reconditioning requirements; offered waste oxidizing solids, n.o.s., accompanied by a shipping paper that listed an invalid emergency response telephone number, and infectious substances affecting humans accompanied by a shipping paper without a proper basic shipping description; failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [173.24(f)(1)(ii), 173.197, 173.24(f)(1)(ii), 173.28(a), 173.196, 172.200(a), 172.202(a)(1) and (4), 172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 04-110-SB-CE	\$8,435
MIDLAB, INC. (Shipper)	Offered corrosive solid, basic, inorganic, n.o.s. (containing sodium metasilicate) in unauthorized, non-UN-standard for which the required number of drop tests had not been conducted during design qualification testing and for which periodic testing had not been conducted. [173.212, 178.601(e), 178.603(a)] Case No. 01-259-SP-SO	\$2,188
MIDLAND PRODUCTS, LLC. (Shipper)	Offered compounds, cleaning, liquid, in unauthorized, non-UN-standard packaging; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2), 173.24(c), 173.202(c), 172,702(b), 172.704(a) and (d)] Case No. 03-108-SB-CE	\$4,000

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
MIKE GREEN FIRE EQUIPMENT COMPANY (Cylinder Retester)	Failed to hold a current retester's identification number; failed to maintain complete records of reinspection and retest; failed to provide employee training, or create and retain records of training testing. [173.34(e)(2)(i), 173.34(e)(8)(ii)(A) and (B), 172.702(b), 172.704(a) and (d)] Case No. 02-171-CR-WE	\$5,250
MING WIDE LIGHTER CO., LTD. (Shipper)	Offered lighters, cigarette (containing flammable gas), when the design of the device and its inner package had not been examined and approved as required, thereby making it unauthorized for transportation within the United States; offered them accompanied by a shipping paper that listed an emergency response telephone number that was not in compliance the regulations. [171.11(c), 173.21(i), 172.604(a) and (b)] Case No. 01-622-FSB-EA	\$6,925
MOUNT SINAI HOSPITAL (Shipper)	Offered regulated medical waste, 6.2, when the packaging contained chemotherapeutic waste while the packaging did not conform to the requirements of a DOT exemption. [173.22(a)(2), 173.197(a) and DOT-E 10833—Paragraphs 7.a.(4) and 8.b] Case No. 02-388-SBG-EA	\$8,400
MR. B. NEIL DAVIS D/B/A AMERICAN SALES COMPANY (Shipper)	Offered sodium hydroxide solution in unauthorized packaging that was not tested for leak-proofness or closed in accordance with the manufacturer's closure notification; offered corrosive liquid, n.o.s., and petroleum distillates, n.o.s., in unauthorized, non-UN-standard packaging; offered corrosive liquids, n.o.s., with a 6.1 subsidiary hazard, without affixing the required subsidiary hazard warning label to the outer packaging; failed to provide employee hazard training, or create and retain records of training testing; offered hazardous materials accompanied by a shipping paper that listed the emergency response telephone number of a person not accepting responsibility for providing information about the material. [173.22(a)(2) and (4), 173.24(f)(1), 173.22(a)(2), 173.24(c), 173.202, 172.402(a)(1), 172.702(b), 172.704(a) and (d), 172.201(d), 172.604(a)(2) and (b)] Case No. 03-213-SBD-SW	\$9,270
MUNICIPAL EMERGENCY SERVICES, INC. (Cylinder Retester)	Failed to verify the accuracy of the test equipment at a press within 500 psi of each pressure at which cylinders were tested that day; failed to determine the elastic expansion and record the values in the records so that, for cylinders marked as meeting a DOT exemption, it failed to determine whether the elastic expansion exceeded the rejection elastic expansion marked on the cylinders. [173.34(e)(4)(iii)(A), 173.34(e)(1), 173.34(e)(8)(ii)(B), DOT-E 10915—Paragraph 7.b.(2), DOT-E 10945—Paragraph 7.b.(2)] Case No. 03-078-CR-EA	\$5,350
NASSAU HEALTH CARE CORPORATION (Shipper)	Offered regulated medical waste, 6.2, when it (1) failed to close the inner plastic film bags, (2) placed sharps in the plastic film bags, (3) placed free-flowing liquids in the plastic film bags, (4) placed rigid packages containing sharps in the plastic film bags, and (5) failed separate sharps containers from the plastic film bags; offered regulated medical waste, 6.2, using an unauthorized packaging for chemotherapeutic waste; offered regulated medical waste, 6.2, in plastic film bags that were not tested and marked to the ASTM D 1709-01 and ASTM D 1922-00a standards. [173.22(a)(2), 173.24, 173.197(d)(3)(v) and (vi), 173.197(e)(1)(ii), 173.197(e)(2), 173.22(a)(2), 173.197(d), 173.22(a)(2), 173.197(e)(1)(i)] Case No. 04-076-SBG-EA	\$4,500

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
NATIONAL AQUATIC SERVICES, INC. (Cylinder Retester)	Failed to verify the accuracy of the test equipment within one percent of the calibrated cylinder's pressure and corresponding expansion values; failed to maintain retest and reinspection records; failed to provide recurrent function-specific employee training, or create and retain records of training testing. [173.34(e)(4)(iii)(A), 173.34(e)(4)(iv), 173.34(e)(8)(ii)(A) and (B), 172.702(b), 172.704(a)(2), 172.704(c)(2), 172.704(d)] Case No. 02-353-CR-EA	\$5,000
NAVAJO MANUFACTURING CO., INC. (Shipper)	Offered lighters (containing flammable gas), 2.1, in packaging marked as meeting a UN standard that was tested with the materials to be shipped in it; changed the design and inner packages without having the new design examined and approved; offered the lighters accompanied by a shipping paper that did not list the "T" approval number; failed to provide employee training, or create and retain records of training testing. [172.101, 172.102—Special Provision N10, 173.22(a)(2), 178.601(a) and (c), 172.102—Special Provision N10, 173.21(i), 172.102(b)(5) and (c)(5)—Special Provision N10, 173.308(b), 172.702(b), 172.704(a) and (d), 173.308(b)] Case No. 03-209-SB-SW	\$9,600
NEW PENN MOTOR EXPRESS, INC. (Motor Carrier)	Accepted and transported toxic solid, organic, n.o.s. (containing catechol), 6.1, that was packaged in unauthorized, non-UN-standard, non-bulk packaging; accepted and transported accompanied by a shipping paper that included additional information within the basic shipping description, failed to include technical name of the material, and included an unsigned shipper's certification. [173.24(c), 173.213(a), 177.801, 172.200(a), 172.202(d), 172.203(k), 172.204(d), 177.817(a) and (b)] Case No. 03-376-CFD-EA	\$3,800
NEW YORK HEALTH & HOSPITALS CORP. D/B/A COLOR/GOLDWATER SPECIALTY HOSPITAL (Shipper)	Offered regulated medical waste, purportedly under the terms of a DOT exemption, when the inner plastic film bags had not been closed as required. [173.22(a)(2), DOT-E 10833—Paragraph 7.d.(7)] Case No. 02-376-SBG-EA	\$10,500
NEW YORK HEALTH & HOSPITALS CORP. D/B/A ELMHURST MEDICAL CENTER (Shipper)	Offered regulated medical waste, 6.2, in a bulk outer packaging containing inner plastic film bags that were not authorized for this material because (1) they were not securely closed and failed to contain their contents, (2) free liquids were placed in the plastic film bags (rather than in separate inner packages that must be separated from them by rigid barriers or dividers), and (3) the plastic film bags were not certified and marked as meeting the ASTM D 1709-01 standard for tear resistance and the ASTM D 1922-00a standard for impact resistance. [173.22(a)(2), 173.197(e)(1) and (2)] Case No. 03-631-SBG-EA	\$10,500
NEW YORK HEALTH & HOSPITALS CORP. D/B/A JACOBI 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, and (3) the plastic film bags had not been closed as required and failed to contain their contents (including liquid waste) during transportation. [173.22(a)(2), DOT-E 10833—Paragraphs 7.a.(2) and (3) and 7.d.(7)] Case No. 01-649-SBG-EA	\$15,401
NEW YORK HEALTH & HOSPITALS CORP. D/B/A JACOBI MEDICAL CENTER (Shipper)	Offered regulated medical waste in packaging not authorized for this material because the inner packages were not securely closed. [173.22(a)(2), 173.197(e)(1)(ii)] Case No. 03-087-SBG-EA	\$10,500

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
NEW YORK HEALTH & HOSPITALS CORP. D/B/A JACOBI MEDICAL CENTER (Shipper)	Offered regulated medical waste in packaging not authorized for this material because the inner packages were not securely closed. [173.22(a)(2), 173.197(e)(1)(ii)] Case No. 03-365-SBG-EA	\$10,500
NEW YORK HEALTH & HOSPITALS CORP. D/B/A KINGS COUNTY HOSPITAL CENTER (Shipper)	Offered regulated medical waste in packaging that was not authorized for this material because the DOT exemption under which it was offered had expired, and the inner packages contained free liquids and were not securely closed. [173.22(a)(2), 173.24(b), 173.197(e)] Case No. 03-080-SBG-EA	\$10,500
NEW YORK LIGHTER COMPANY, INC. (Fiberboard Box Manufacturer/ Shipper)	Offered lighters, 2.1, when the design of the device and its inner packaging had not been examined and approved as required, and were therefore unauthorized for transportation; offered them when the packages were overfilled so that their effectiveness was reduced; failed to properly label packages containing lighters; marked outer packaging containing lighters with an overpack statement and the inner packages did not comply with the regulations; represented, marked, certified and offered packagings as tested in accordance with the regulations, when they were never subjected to design qualification testing or when proper design qualification testing was never completed. [172.101—Special Provision 10, 173.21(I), 172.102(c)(5)—Special Provision 10, 173.22(a)(2), 173.24(b) and (c), 178.503(a)(4)(ii), 172.400(a)(1), 172.407(c), 173.22(a), 173.25, 178.2(b), 178.601(d)] Case No. 02-063-BMS-EA	\$18,000
NORTH AMERICAN PACKAGING CORPORATION (Plastic Jerrican Manufacturer)	Manufactured, marked, certified, and sold plastic jerricans as meeting the UN3H1/Y1.8/100 standard, when they were not capable of passing the required drop test and were not authorized for use in the transportation of hazardous material. [178.601(b), 178.603] Case No. 04-134-JM-CE	\$8,505
NORTH AMERICAN PACKAGING CORPORATION (Plastic Pail Manufacturer)	Manufactured, marked, certified, and sold five-gallon plastic pails as meeting the UN1H2/Y1.5/30 standard, when they failed the drop, leak-proofness, and hydrostatic pressure tests. [178.2(b)(2), 178.601(b), 178.603, 178.604, 178.605] Case No. 04-057-PPM-EA	\$2,125
NORTHEAST CHEMICALS D/B/A NORTHEAST WAREHOUSING SYSTEM (Shipper)	Offered acetic acid, glacial, accompanied by a shipping paper that did not list an emergency response telephone number; failed to mark packages with the proper shipping name and UN identification number; failed to affix hazard warning labels to packages of acetic acid, glacial; for this material, failed to provide hazard warning placards to the carrier and failed to placard a motor vehicle; failed to register with RSPA; failed to provide employee training; offered acetic acid, glacial, in non-bulk packagings that were not re-qualified as required. [172.200(a), 172.604(a), 173.22(a)(1), 172.301(a), 172.400(a)(1), 172.504(a), 172.506(a) and (b), 107.601(a)(6), 172.702(b), 172.704(a), 173.22(a)(2), 173.28(b)(2), 173.202(c)] Case No. 02-616-SBGD-EA	\$17,397
NORTHWEST FIRE EXTINGUISHER & SERVICE CO., INC. (Cylinder Retester/Shipper)	Failed to verify the accuracy of the test equipment within one percent of the calibrated cylinder's pressure and corresponding expansion values and failed to demonstrate the accuracy of the pressure-indicating device within 500 psi of actual test pressures. [180.205(g)(3)(i), 178.205(g)(4)] Case No. 04-106-CRS-CE	\$3,000

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
OCI CHEMICAL CORPORATION (Shipper)	Offered oxidizing solids, n.o.s. (containing sodium percarbonate), 5.1, in an intermediate bulk container (a super sack) marked as meeting a UN standard, when leaving the hazardous material within it exposed to the open air while failing to close the package during transportation, thereby voiding the packaging certification. [173.22(a)(2) and (4), 173.24(b)(1)] Case No. 03-279-SIBC-SO	\$2,500
ONYX ENVIRONMENTAL SERVICES, LLC. (Shipper)	Offered waste oxidizing liquid, n.o.s. (containing potassium chromate and silver nitrate), purportedly under the terms of a DOT exemption, in lab packs that were not on pallets at least four inches in height and were not secured to prevent movement in any direction; failed to mark the lab packs with the exemption number. [176.76(a)(2), 176.83(b), DOT-E 10933—Paragraph 7.c., 172.301(c)] Case No. 03-366-FSD-EA	\$3,100
OZARK WELDING & INDUSTRIAL SUPPLY, INC. (Cylinder Retester)	Failed to demonstrate the accuracy of the test equipment’s pressure-indicating device at a pressure within 500 psi of actual test pressure for cylinders tested that day; marked a “plus” sign on cylinders without calculating the average or maximum wall stress; failed to maintain copies of applicable DOT exemptions at its facility; failed to enter the manufacturer’s name or symbol and the results of the visual inspection on the test records, and, for some test records, failed to list the calibrated cylinder’s serial number, the disposition of the cylinder, and the identification of the test operator; failed to provide recurrent employee training, or create and retain records of training testing; offered hazardous materials without retaining shipping papers for at least 375 days. [180.205(g)(3)(i), 173.302a(b) and (b)(5), 180.215(a)(5), 180.215(b)(1) and (2), 172.702(b), 172.704(c)(2), 172.704(d), 172.201(e)] Case No. 03-530-CR-SW	\$5,200
PACIFIC MARKETING GROUP, INC. (Shipper)	Offered lighters (containing flammable gas), when the design of the devices and their inner packaging had not been examined and approved as required, and thus were unauthorized for transportation; offered a hazardous material that was not classed as such and, therefore, offered it in non-UN-standard packaging that was not properly marked or labeled and was not described as a hazardous material on a shipping paper. [172.102—Special Provision N10, 173.21(i), 172.101—Table, 172.201, 172.202(a), 172.301(a), 172.400(a), 173.22(a), 173.202] Case No. 01-457-FSB-WE	\$10,000
PACKAGE SUPPLY CORPORATION (Shipper)	Offered toxic liquids, organic, n.o.s., in unauthorized, non-UN-standard packaging; failed to mark the packaging with the proper shipping name, UN identification number, and orientation arrows on two opposite sides; offered hazardous materials accompanied by a shipping paper that listed an incorrect proper shipping name, and that did not list the quantity, the technical name, or an emergency response telephone number; failed to register with RSPA; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2), 173.203(b), 172.301(a), 172.312(a)(2), 172.202(a)(1) and (5), 172.202(c), 172.203(k)(1), 172.604(a), 107.601(a)(6), 172.702(b), 172.704(a) and (d)] Case No. 01-076-SB-EA	\$7,400
PACKAGING DESIGN & TESTING CORP. OF NEW ENGLAND (Third-Party Package Certifier)	Represented, certified, and marked combination packaging as meeting the UN4C1 standard, when it failed to use the proper weight while conducting the stacking test portion of the design qualification testing; failed to create and retain records of employee training testing. [178.2(b), 178.601(d), 178.606(c), 172.704(d)] Case No. 03-361-PC-EA	\$2,500

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
PAN AMERICAN FIRE EXTINGUISHER D/B/A ACADEMY FIRE PROTECTION (Cylinder Retester/Shipper)	Marked cylinders as tested prior to performing the visual inspection or the hydrostatic pressure test; failed to hold a current retester's identification number; failed to provide initial and recurrent employee training, or create and retain records of training testing; offered carbon dioxide in cylinders marked with a prohibited marking; offered carbon dioxide without preparing a proper shipping paper; offered carbon dioxide in cylinders that were out of test and therefore unauthorized. [173.34(e)(1)(ii), 173.34(e)(2)(i), 172.702(b), 172.704(a) and (c)(2), 172.704(d), 172.301(a), 172.303(a), 173.22(a), 172.200(a), 172.202(a)-(c), 172.204(a) and (d), 172.604(a) and (b), 173.22(a)(1), 173.22(a)(2), 173.34(a)(1), 173.34(e)(1)(ii), 173.301(c), 173.302] Case No. 02-395-CRS-EA	\$24,600
PARAMOUNT CAN COMPANY, INC. (Fiberboard Box Manufacturer)	Manufactured, marked, certified, and sold fiberboard boxes as meeting the UN4G/Y8/S standard, when they were not subjected to design qualification testing; manufactured, marked, certified, and sold fiberboard boxes as meeting the UN4GY21/S standard, allowing a weight of up to 21 kg to be placed in them, when the most recent and valid test certified them for a weight up to 13.6 kg, thus authorizing a higher weight than that at which they were tested, and also misidentified the person or company that performed the most recent valid test; manufactured, marked, certified, and sold fiberboard boxes as meeting the UN4G/Y29/S, when periodic retesting had not performed. [178.601(d), 178.2(b), 178.503(a)(4)(i), 178.601(e)] Case No. 04-053-BM-EA	\$11,500
PARISER INDUSTRIES, INC. (Shipper)	Offered hazardous materials in unauthorized packaging: (1) offered liquid hazardous materials in a drum marked as meeting a UN standard that was certified for solids only, (2) offered PG II hazardous materials in an unauthorized, non-UN-standard fiber drum and in unauthorized, non-UN-standard fiberboard boxes, and (3) offered PG III hazardous materials in unauthorized, non-UN-standard fiber drums; failed to label packages as required: (1) failed to label at all, (2) failed to affix a subsidiary label, (3) affixed a label that did not meet the size requirements, (4) affixed a label that did not meet the color standard, and (5) improperly placed warning labels on packages; offered packages identified as containing hazardous materials when they were not, by (1) labeling packages with corrosive warning labels and (2) marking packages with a proper shipping name and UN identification number; failed to mark packages with the proper shipping name and with orientation arrows on two opposite sides; failed to register with RSPA; offered hazardous materials accompanied by shipping papers that were not properly completed; offered products identified as hazardous materials by listing a hazard class and a UN identification number on the shipping paper when they were not hazardous materials; failed to provide function-specific employee training. [173.22(a)(2), 173.24(b)(1), 173.202(a), 173.212(a), 173.213(b) or (c), 172.400(a)(1), 172.406(a)(1), 172.407(b)(1), (c)(1), and (d)(1), 172.430(a) and (b), 172.442(a) and (b), 172.303(a), 172.401(a)(1), 173.22(a)(2), 172.301(a), 172.312(a)(2), 107.601, 172.201(a)(1) and (4), 172.202(a)(1)-(5), 172.202(b), 172.203, 172.204(d)(1), 173.22(a)(1), 172.202(e), 172.702(b), 172.704(a)(2)] Case No. 01-057-SDB-EA	\$17,000

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
PARMALUX, INC. D/B/A JERSEY COAST FIRE EQUIPMENT (Cylinder Retester)	Represented, marked, and certified DOT specification and exemption cylinders as successfully retested, when the calibrated cylinder showed permanent expansion during calibration; represented, marked, and certified DOT exemption cylinders as successfully retested, when it did not know where to find the rejection elastic expansion value and therefore did not use the correct pass/fail criterion for the exemption cylinders; failed to create and retain records of employee training testing. [180.205(g)(4), 180.205(b), 180.205(h)(4)(vii), DOT-E 10915, DOT-E 10945, 172.704(d)] Case No. 03-395-CR-EA	\$2,750
PASCACK VALLEY HOSPITAL ASSOCIATION, INC. (Shipper)	Offered regulated medical waste, 6.2, in packages that were not securely closed as prescribed and when sharps were not packaged in puncture-resistant inner packages, thereby rendering the packages unauthorized. [173.22(a)(2), 173.197(e)(1)(ii) and (e)(3)] Case No. 03-400-SBG-EA	\$5,040
PHIBRO-TECH, INC. (Shipper)	Filled an intermediate bulk container (IBC) with corrosive liquid, basic, inorganic, n.o.s. (containing ammonium hydroxide and ammonium chloride) and offered the filled IBC when it had not been inspected and retested within the past 2.5 years as required. [180.350(a) and (b)] Case No. 03-245-SIBC-SW	\$4,620
PHOENIX CONTAINER, INC. (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold steel drums as meeting the UN1A1/Y2.0/300 standard, when they were not correctly marked with the year of manufacture. [178.503(a)] Case No. 00-372-DM-EA	\$250
PHOENIX CONTAINER, INC. (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold steel drums as meeting the UN1A1 and UN1A2 standards when the drums were not capable of passing the drop test and hydrostatic tests. [178.601(b), 178.603(a) and (e), 178.605(a) and (d)] Case No. 01-095-DM-EA	\$12,150
PHOENIX CONTAINER, INC. (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold steel drums as meeting the UN1A1 and UN1A2 standards, when the proper drop test was not conducted. [178.601(d), 178.603(a)] Case No. 00-613-DM-EA	\$5,100
POLYCITY ENTERPRISE LIMITED (Shipper)	Offered lighters, 2.1, when the packaging was overfilled so that its effectiveness was reduced; failed to properly label packages containing lighters; marked the outer packaging with the over-pack statement when the inner packages did not comply with the regulations. [172.102(c)(5)—Special Provision N10, 173.22(a)(2), 173.24(b) and (c), 178.503(a)(4)(ii), 172.400(a)(1), 172.407(c), 173.22(a), 173.25] Case No. 02-062-FSB-EA	\$7,258
POLYURETHANE SPECIALTIES COMPANY, INC. (Shipper)	Offered flammable liquids without identify them as hazardous materials on the shipping papers, thereby creating an undeclared shipment; failed to mark packaging with the proper shipping name, the UN identification number, or orientation arrows; failed to mark the outer packaging with a statement indicating that the inner packages complied with prescribed specifications, when specification packaging was required; failed to affix hazard warning labels to the packages. [172.200(a), 172.201, 172.202(a), 172.204(a) and (d), 172.604(a) and (b), 173.22(a), 172.301(a), 172.312(a)(2), 173.25(a)(4), 172.400] Case No. 02-221-SP-SW	\$12,600

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
PORTLAND WELDING SUPPLY, INC. (Cylinder Retester)	Represented, marked, and certified DOT exemption cylinders as successfully retested when it performed system checks at pressures that were above 85 percent of actual test pressures; failed to demonstrate the accuracy of the pressure-indicating device on the test equipment to within one percent or within 500 psi of actual test pressures for tests performed the day of calibration; after equipment failure, conducted a second test at the same pressure, rather than at 10 percent or 100 psi higher (whichever is lower). [180.209(a)(1), DOT-E 10915 and DOT-E 10945—Paragraph 7.b.(7), 180.205(g)(3)(i), 180.205(g)(4), 180.205(g)(5)] Case No. 03-388-CR-EA	\$7,700
PRICE RESEARCH, LTD. (Shipper)	Offered hydrochloric acid solution in unauthorized, non-UN-standard, non-bulk combination packaging; offered this material in 55-gallon drums that were not closed in accordance with the manufacturer's closure notification; Failed to provide recurrent employee training; offered hydrochloric acid solution accompanied by a shipping paper with a shipper's certification that was not signed. [173.22(a)(2), 173.202(a) and (b), 173.22(a)(4), 173.24(f)(2), 172.702(b), 172.704(c)(2), 172.204(d)] Case No. 03-509-SBD-SW	\$6,900
PROFESSIONAL CHEMICALS CORPORATION (Shipper)	Offered compounds, cleaning liquid (containing phosphoric acid), in unauthorized, non-UN standard packaging. [173.22(a)(2), 173.202(a) and (b)] Case No. 04-219-SB-SW	\$5,600
PROGRESSIVE COMMERCIAL AQUATICS, INC. (Motor Carrier)	Loaded, offered, and transported hypochlorite solution, 8, in a MC312 cargo tank when tank was overdue for its periodic retest; failed to provide employee training; failed to register with RSPA. [173.33(3), 180.407(a) and (c), 172.702(b), 172.704(a), 107.601(a)(6), 107.608(b)] Case No 03-502-CCT-SW.	\$7,165
PROTECH COATINGS, INC. (Shipper)	Offered paint, 3, in unauthorized, non-UN-standard 55-gallon drums; failed to mark the package with the proper shipping name. [173.22(a)(2), 173.173(b), 173.202(a) and (c), 172.301(a), 173.173(a)] Case No. 03-516-SD-SW	\$4,400
PYRENE FIRE PROTECTION CO., INC. (Cylinder Retester)	Failed to verify the accuracy of the retest equipment within one percent of the pressure at which the cylinders were actually retested, and failed to maintain records of calibration. [173.34(e)(4)(iii)(A) and (B)] Case No. 02-127-CR-CE	\$2,100
QUALITY INDUSTRIAL PROPANE, INC. (Cylinder Retester/Shipper)	Failed to provide initial and recurrent employee training, or create and retain records of training testing; failed to maintain copies of pertinent sections of the regulations and applicable CGA pamphlets at its facility. [172.702(b), 172.704(a), (c)(2), and (d), 180.209(c), 180.215(a)(4)] Case No. 04-383-CRS-EA	\$2,915
QUEST CHEMICAL CORPORATION (Shipper)	Offered a compressed gas in metal containers (aerosol cans) without properly performing the hot water bath test so that the internal temperature reached at least 55 degrees C (131 degrees F). [173.306(a)(3)(v)] Case No. 03-225-SC-SW	\$3,985
REFIL CHEMICAL (Shipper)	Filled and offered corrosive liquids, n.o.s. (containing potassium hydroxide), and corrosive liquids, n.o.s. (containing glycolic acid), in packaging that had not been subjected to UN testing and certification, and, therefore, was not authorized; offered these materials without affixing the hazard warning label on the same surface of the packaging where the proper shipping name was marked. [173.22(a)(2), 173.24(c)(1), 173.203(c), 172.406(a)(1)(ii)] Case No. 04-157-SP-WE	\$4,930

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
RELIANT DISTRIBUTION (Cylinder Retester)	Failed to demonstrate the accuracy of the pressure-indicating device on the test equipment at a pressure within 500 psi of the actual test pressure for pressures at or above 3,000 psi; failed to enter the required data on a record for each cylinder re-qualified or visually inspected; failed to provide recurrent employee training; failed to maintain a copy of the information contained in the current CGA pamphlet applicable to its activity at its facility. [180.205(g)(3)(i), 180.215(b), 172.702(b), 172.704(c)(2), 180.215(a)(6)] Case No. 03-503-CR-SW	\$4,670
REMET CORPORATION (Shipper)	Offered ethyl alcohol, 3, in an intermediate bulk container that had not been requalified by periodic testing as required, and was therefore unauthorized for use. [180.352(a) and (b)] Case No. 03-174-SIBC-WE	\$3,900
RESEARCH SOLVENTS AND CHEMICALS, INC. (Shipper)	Offered toluene, 3, in unauthorized, non-UN-standard packaging. [173.22(a)(2), 173.202(b)] Case No. 03-275-SB-SO	\$5,250
RIVER SERVICES, INC. (Cylinder Retester)	Failed to condemn cylinders when the permanent expansion exceeded 10 percent of total expansion. [180.205(i)(1)(iv)] Case No. 04-252-CR-SO	\$6,800
ROBERTS OXYGEN COMPANY, INC. (Cylinder Retester)	Failed to properly re-qualify or re-certify its testing personnel; failed to properly calibrate the test equipment; failed to identify the calibration standard by serial number or other stamped identification marking; failed to qualify each tester in accordance with the terms and conditions of a DOT exemption; failed to maintain complete and accurate retest and reinspection records. [DOT-E 10922—Paragraph 7.h, DOT-E 10922—Paragraph 7.c, DOT-E 10922—Paragraph 7.g.(3), DOT-E 10922—Paragraph 7.h, DOT-E 10922—Paragraph 7.g] Case No. 02-008-CRU-HQ	\$5,825
ROCKWOOD PIGMENTS NA, INC. (Shipper)	Offered environmentally hazardous substance, solid, n.o.s. (containing zinc chromate), 9, in unauthorized, non-UN-standard packaging; failed to marking the packaging with the proper shipping name. [173.22(a)(2), 173.213(c), 172.301(a)(1)] Case No. 04-259-SBG-SO	\$4,350
ROSE CITY HMA, INC. D/B/A LANCASTER REGIONAL MEDICAL CENTER (Shipper)	Offered regulated medical waste, 6.2, in inner plastic film bags that were not securely closed; offered this material in unauthorized clear plastic bags that were not certified and marked as meeting the ASTM D 1709-01 standard for tear resistance and the ASTM D 1922-00a standard for impact resistance. [173.22(a)(2) and (4), 173.197(e)(1)(ii), 173.22(a)(2), 173.197(e)(1)(i)] Case No. 04-360-SBG-EA	\$7,125
ROTECH HEALTHCARE, INC. (Shipper)	Filled and offered oxygen, refrigerated liquid, 2.2, in a bulk packaging that had not been constructed to a DOT specification and had a pressure in excess of 25.3 psi as prescribed under ambient temperature conditions for non-specification tanks, and, therefore, was an unauthorized packaging; offered this material in a bulk packaging not marked with the proper shipping name and UN identification number; offered this material in a bulk packaging not affixed with the appropriate placard; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2), 173.318(f), 173.320(a), 172.302(a)(1) and (b)(1), 172.328(a)(3) and (b), 173.332(a), 172.504(a), 172.702(b), 172.704(a) and (d)] Case No. 03-613-SCT-EA	\$6,000

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
S.C. ACQUISITIONS CO., INC. (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold steel drums as meeting the UN1A1 standard, when design-qualification testing and periodic retesting were not conducted; failed to provide function-specific employee training. [178.2(b), 178.601(d), (e), and (f), 178.603(a), 172.702(b), 172.704(a)(2)] Case No. 02-098-DM-EA	\$7,000
SACHS CHEMICAL, INC. (Shipper)	Offered alkyl sulfonic acids, liquid, 8, and flammable liquid, n.o.s. (containing dialkyl dimethyl ammonium chloride in ethanol), in unauthorized, non-UN-standard packaging; failed to mark the packaging for these materials with the proper shipping name and UN identification number; offered the flammable material accompanied by a shipping paper that did not list the proper shipping name, hazard class, UN identification number, and packing group; failed to close packaging in accordance with the manufacturer's closure notification; for the flammable material, incorrectly affixed the packaging with a corrosive warning label. [173.22(a)(2), 173.203(a), 172.301(a), 172.201(a), 172.202(a), 173.22(a)(4), 173.24(b) and (f)(2), 178.601(b), 172.400(a), 172.419(a)] Case No. 03-267-SD-SO	\$11,598
SALES UNLIMITED, INC. (Shipper)	Offered phosphoric acid, 8, UN1805, in packaging that was not closed in accordance with the manufacturer's closure notification; offered this material in packaging that was not marked with the proper shipping name and UN identification number. [173.22(a)(4), 178.601(b), 172.301(a)] Case No. 03-175-SPD-WE	\$3,300
SAM-SON DISTRIBUTION CENTER, INC. (Shipper)	Offered ethyl chloride, 2.1, accompanied by a shipping paper that failed to show the total quantity of material including the unit of measure, that included an unsigned shipper's certification, and listed an unauthorized emergency response telephone number; failed to provide employee training, or create and retain records of training testing. [172.200(a), 172.202(a)(5), 172.204(a), 172.604(a) and (b), 172.702(b), 172.704(a) and (d)] Case No. 03-603-SB-EA	\$4,660
SANFORD & BURTIS FIRE EQUIPMENT CO., INC. (Cylinder Retester)	Failed to verify the accuracy of the test equipment to within one percent of the calibrated cylinder's pressure and corresponding expansion values, and performed hydrostatic testing after the calibrated cylinder demonstrated permanent expansion; failed to demonstrate the accuracy of the pressure-indicating device within 500 psi of each of the test pressures at or above 3,000 psi; failed to properly prepare and maintain daily calibration verification records; failed to provide recurrent function-specific employee training. [180.205(g)(4), 173.34(e)(4)(iii)(A), 180.215(b)(1), 172.702(b), 172.704(a)(2) and (c)(2)] Case No. 03-380-CR-EA	\$4,242
SCHUTZ CONTAINER SYSTEMS, INC. (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold plastic drums as meeting the UN1H1 standard, when periodic retesting of the drum design had not been conducted. [178.2(b), 178.601(3)] Case No. 03-386-PDM-EA	\$2,250
SCHUTZ CONTAINER SYSTEMS, INC. (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold 55-gallon plastic drums as meeting the UN1H1/Y1.9/150, when only periodic retesting, rather than design qualification testing, was performed after a change in resin created a different drum design; manufactured, marked, certified, and sold plastic drums as meeting the UN1H1/Y200/S standard, when periodic retesting of this drum design was not conducted; manufactured and distributed drums marked as meeting the UN1H1/Y1.8/200 accompanied by a closure notification that included an incorrect torque value for closing these drums. [178.601(d), 178.606(c)(1), 178.601(e), 178.2(c)(1)] Case No. 04-265-DM-SO	\$7,300

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
SCIENCE KIT, INC. (Shipper)	Offered ammonium sulfide solution, 8 (6.1, 3), and phenol solutions, 6.1, as excepted under 49 CFR 173.13 without using packaging prescribed under that section, thus shipping them in unauthorized, non-bulk packaging; offered a hazardous material accompanied by a shipping paper that failed to show the basic shipping description. [173.13, 173.22(a)(2), 172.200(a), 172.202(a), 173.22(a)(1)] Case No. 03-609-SB-EA	\$6,620
SCUBA NORTH, INC. (Cylinder Retester)	Failed to (1) confirm that the pressure-indicating device and/or the expansion-indicating device on its test equipment was accurate to within one percent of the test pressure of the cylinders being tested that day, or (2) verify that the test equipment was accurate within one percent of the calibrated test pressure and corresponding expansion values. [173.34(e)(4)(iii)(A), 173.34(e)(4)(iv)] Case No. 02-138-CR-CE	\$2,000
SEA SAFETY & SURVIVAL, INC. (Cylinder Retester)	Failed (1) to confirm that the pressure-indicating device on its retest apparatus was accurate to within 0.5 percent or better of its full range and (2) to verify the accuracy of the test equipment to within one percent of the calibrated test pressure and corresponding expansion values; failed to maintain copies of applicable CGA pamphlets at its facility. [180.205(g)(3) and (4), 180.215(a)] Case No. 03-533-CR-SW	\$5,225
SEEMAN FIBERGLASS, INC. (Shipper)	Offered resin solution and coating solution in unauthorized, non-UN-standard packaging (one-gallon metal cans in outer fiberboard boxes for the resin solution and metal jerricans for the coating solution). [173.22(a)(2), 173.202(a)] Case No. 01-234-SBD-SW	\$5,500
SERICOL, INC. (Shipper)	Offered corrosive liquids, n.o.s. (containing potassium hydroxide), in unauthorized, non-UN-standard fiberboard combination packages. [173.22(a)(2), 173.202(b)] Case No. 04-075-SB-EA	\$6,000
SHASTA FIRE EQUIPMENT CO. (Cylinder Retester)	Failed to retest cylinders at the minimum test pressure; failed to maintain complete records of reinspection and retest; failed to properly condemn cylinders; failed to create and retain records of employee training testing. [180.209(a), 180.205(b)(2), 180.205(i)(2), 172.704(d)] Case No. 03-177-CR-WE	\$3,150
SIMPLEX GRINNELL, LP. (Cylinder Retester)	Represented, certified, and marked DOT specification cylinders as successfully retested, while failing to re-qualify a DOT specification cylinders as required; failed to provide function-specific employee training, or create and retain records of training testing. [180.205(b), 180.209(a)(1), 180.215(b)(1) and (2), 172.702(b), 172.704(a)(2), 172.704(d)] Case No. 03-605-CR-EA	\$6,875
SOUTHERN INDUSTRIAL CHEMICALS, INC. (Shipper)	Offered oxidizing solid, n.o.s., 5.1, in unauthorized, non-UN-standard packaging; offered this material accompanied by a shipping paper that did not list a proper shipping name; failed to mark packages of this material with the proper shipping name. [173.22(a)(2), 173.213(c), 172.201(a)(1) and (b), 172.301(a)(1)] Case No. 03-176-SD-WE	\$2,500
SOUTHERN SCIENTIFIC, INC. (Shipper)	Offered ethyl alcohol and isopropanol in unauthorized, non-UN-standard packaging; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2), 173.202, 172.702(b), 172.704(a) and (d)] Case No. 01-280-SB-SO	\$4,000

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
SOUTHLINE METAL PRODUCTS COMPANY (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold open-head steel drums as meeting the UN1A2 standard, when they were not capable of passing the drop, leak-proofness, and hydrostatic pressure tests. [173.24(b)(1), 178.2(b)(1), 178.601(a), 178.603, 178.604, 178.605] Case No. 03-226-SD-SW	\$5,000
SOVEREIGN SPECIALTY CHEMICALS, INC. (Shipper)	Filled and offered adhesives in a packaging that had been successfully tested to a UN standard but was not marked with the required UN certification marking; represented, marked, and certified intermediate bulk containers (IBCs) as meeting a UN standard and portable tanks as meeting the DOT 57 specification, when it failed to (1) conduct all required tests, and (2) conduct tests as set forth in the regulations; filled and offered adhesives in IBCs whose periodic retest was past due. [173.32(a)(1), 178.3(a), 178.503(a), 180.352(b)(3)(ii), 180.605(h), 173.35(a), 180.352] Case No. 03-392-SIBC-EA	\$8,300
SPECTRUM LABORATORY PRODUCTS, INC. (Fiberboard Box Manufacturer/Shipper)	Offered nitric acid in unauthorized packaging; represented, marked, and certified combination packaging as meeting the UN4G standard, when it failed to properly maintain and make available test reports. [173.22(a)(2), 173.158(d), 178.601(l)] Case No. 03-379-BMS-EA	\$6,750
SSDC, INC. (Shipper)	Offered corrosive liquid, n.o.s. (containing sodium hydroxide), in non-UN-standard packaging; marked and labeled a packaging as containing hazardous materials when the material was not hazardous; failed to mark a packaging with orientation arrows on two opposing sides; offered this material accompanied by a shipping paper that was not properly prepared. [173.22(a)(2), 173.24(c), 173.202(a), 172.202(e), 172.303(a), 172.401(a)(1), 172.312(a), 172.200(a), 172.201(a), 172.202(a)] Case No. 04-070-SB-EA	\$11,720
SSM HEALTH CARE D/B/A CARDINAL GLENNON CHILDREN'S HOSPITAL (Shipper)	Offered regulated medical waste, 6.2, in unauthorized, non-UN-standard, non-bulk packaging; failed to provide employee training, or create and retain records of training testing; failed to execute a proper shipping document. [173.22(a)(2), 173.134(b)(4)(ii), 172.702(b), 172.704(a) and (d), 172.200(a), 172.202(a) and (c)] Case No. 02-140-SIBC-CE	\$6,800
STATE UNIVERSITY OF NEW YORK D/B/A UNIVERSITY HOSPITAL OF BROOKLYN (Shipper)	Offered regulated medical waste, 6.2, when it failed to securely close the inner packages and did not fill them with sufficient absorbent material to retain all liquid during transportation. [173.22(a)(2), 173.24(b), 173.197(e)(1)] Case No. 03-086-SBG-EA	\$8,750
STATE UNIVERSITY OF NEW YORK D/B/A UNIVERSITY HOSPITAL OF BROOKLYN (Shipper)	Offered regulated medical waste, 6.2, when the inner packages (plastic bags) were not closed so that they were capable of being held inverted for five minutes without leaking; offered regulated medical waste, 6.2, when the inner plastic film bags had not been manufactured and certified as meeting the ASTM D 1709-01 standard for tear resistance and the ASTM D 1922-00a standard for impact resistance, and therefore were not authorized for use in transportation. [173.22(a)(2), 173.197(e)(1)(ii), 173.22(a)(2), 173.197(e)(1)(i)] Case No. 04-374-SBG-EA	\$14,375
STATE UNIVERSITY OF NEW YORK D/B/A UNIVERSITY HOSPITAL OF BROOKLYN (Shipper)	Offered regulated medical waste, 6.2, when the inner plastic film bags were not certified and marked as meeting the ASTM D 1709-01 standard for tear resistance and the ASTM D 1922-00a standard for impact resistance; offered this material when it placed rigid packages and plastic film bags in the same bulk outer packaging without separating the different inner packages from each other by rigid barriers or dividers. [173.22(a)(2), 173.24(b), 173.197(e)(1), 173.22(a)(2), 173.197(d)(3)(v) and (vi)] Case No. 03-643-SBG-EA	\$7,750

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
STATE UNIVERSITY OF NEW YORK D/B/A UNIVERSITY HOSPITAL OF BROOKLYN (Shipper)	Offered regulated medical waste, 6.2, when it failed to securely close the inner packages and did not fill them with sufficient absorbent material to retain all liquid during transportation; offered regulated medical waste, 6.2, when the inner plastic film bags were not certified and marked as meeting the ASTM D 1709-01 standard for tear resistance and the ASTM D 1922-00a standard for impact resistance. [173.22(a)(2), 173.24(b), 173.197(e)(1), 173.22(a)(2), 173.197(a), 173.197(e)(1)(i)] Case No. 03-399-SBG-EA	\$1,975
STONEHURST INDUSTRIES, INC. (Fiberboard Box Manufacturer)	Manufactured, marked, certified, and sold fiberboard boxes as meeting the UN4G/Y6/S standard when design qualification testing was not performed. [178.601(d)] Case No. 04-064-BM-EA	\$6,720
SUPERIOR SCUBA SUPPORT CENTER (Cylinder Retester)	Represented, certified, and marked DOT specification cylinders as successfully retested, when it did not have a valid retester's identification number (RIN) and when it stamped cylinders with a RIN assigned to another company. [173.34(e)(2)(i)] Case No. 02-243-CR-SW	\$3,900
SUTTON-CLARK SUPPLY, INCORPORATED (Cylinder Retester)	Failed to condemn DOT specification and exemption cylinders with permanent expansion exceeding the prescribed limitation of their total expansion; failed to retest a cylinder at the minimum test pressure; failed to verify (1) that the pressure-indicating device on the retest equipment was accurate to 0.5 percent, or better of its full range, and (2) that the pressure-indicating device was accurate at any point within 500 psi of the actual test pressure for pressures at or above 3,000 psi; allowed an unauthorized retester to perform retesting; failed to maintain copies of applicable DOT exemptions at its facility; failed to mark cylinders with its retester's identification number and retest dates by stamping; failed to maintain complete records of reinspection and retest; failed to provide initial and recurrent employee training, and create and retain records of training testing. [173.34(e)(6)(i)(D) and (F), DOT-E 7235, 173.34(e)(1), 173.34(e)(4)(iii)(A), 173.34(e)(2)(i), 173.34(e)(2)(v)(B), 173.34(e)(7)(i) and (ii), 173.34(e)(8)(ii)(A) and (B), 172.702(b), 172.704(a) and (c)(2), 172,704(d)] Case No. 02-381-CR-EA	\$13,000
T WHOLESALE CO., INC. (Shipper)	Offered cigarette lighters (containing flammable gas), when the design of the device and its inner packaging had been changed and not re-examined and approved and, therefore, were unauthorized; offered them without preparing a proper hazardous materials shipping paper; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2), 173.24(b)(1), 173.24(c)(1), 172.200(a), 172.202(a)-(c), 172.204(a) and (d), 172.604(a) and (b), 173.22(a)(1), 172.702(b), 172.704(a) and (d)] Case No. 03-220-SB-SW	\$6,500
TEMPO PRODUCTS CO., INC. (Plastic Jerrican Manufacturer)	Manufactured, marked, certified, and sold plastic jerricans as meeting the UN3H1 standard when the jerricans (1) exceeded the maximum allowable capacity for a UN3H1 jerrican, (2) were not subjected to design-qualification testing, and (3) were not properly marked. [178.3(a), 178.503(a), 178.509(b)(7), 178.601(d)] Case No. 02-112-PJM-CE	\$6,825
TENNESSEE BLASTING SERVICES, INC. D/B/A UEE CARIBBEAN (Shipper)	Offered explosive, blasting Type (a), 1.1D, in unauthorized packaging; offered it while failing to mark the "EX" approval number on the packaging or list the "EX" approval number on the shipping paper. [173.60(a), 173.62(a), 172.202(a), 173.320(a)] Case No. 03-106-SE-CE	\$5,032

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
TESTING TECHNOLOGIES, INC. (Shipper)	Offered Type B quantities of radioactive materials in packaging that did not conform to a Certificate of Compliance issued by the U.S. Nuclear Regulatory Commission (USNRC) and was therefore unauthorized; offered this material without registering with the USNRC as a party to the packaging approval; offered radioactive material accompanied by shipping papers that were not completed as required. [173.416(a), 173.471(a), 172.202, 172.203(d)(4)] Case No. 01-028-RMS-HQ	\$9,720
THATCHER COMPANY, INC. (Shipper)	Offered corrosive solid, sodium hydroxide, solid, in unauthorized, non-UN-standard packaging; offered this material accompanied by a shipping paper that had additional information interspersed within the basic shipping description. [173.22(a)(2), 173.24(c)(1), 173.212, 172.200(a), 172.201(a)(4), 172.202(a)] Case No. 03-179-SD-WE	\$3,250
THE COOPER HEALTH SYSTEM D/B/A COOPER HOSPITAL-UNIVERSITY MEDICAL CENTER (Shipper)	Offered regulated medical waste in bulk outer packaging with inner plastic film bags that were not authorized because (1) they were not securely closed and failed to contain their, (2) free liquids were not placed in rigid inner packages that were separated from film bags by rigid barriers or dividers, and (3) some bags were not marked as having passed the tests prescribed for tear resistance in ASTM D-1709-01 and or impact resistance in ASTM D 1922-00a; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2), 173.197(d)(3)(v) and (e)(1) and (2), 172.702(b), 172.704(a) and (d)] Case No. 03-638-SBG-EA	\$11,100
THE EMBALMER'S SUPPLY COMPANY (Shipper)	Offered formaldehyde solution by either cargo or passenger aircraft in an amount exceeding quantity limits authorized for passenger aircraft, when the shipping paper incorrectly stated that the material was appropriate for transportation by passenger aircraft; failed to register with RSPA; offered various hazardous materials accompanied by shipping papers that listed improper basic shipping descriptions and did not contain page numbering on consecutive pages; failed to create and retain records of employee training testing. [172.203(f), 173.27(b)(3), ICAO Technical Instructions—3;2.1.1, 107.601(a)(6), 107.608, 172.201(a)(4), 172.201(c), 172.202(a)(2), (3), and (b), 172.704(d)] Case No. 03-372-SB-EA	\$4,910
THE SAFETY TEAM, INC. (Cylinder Retester)	Marked and certified cylinders as successfully retested when its retester's identification number had expired; failed to maintain complete and accurate records of its cylinder re-qualification; failed to create and retain records of employee training testing. [180.205(b), 180.215(b), 172.704(d)] Case No. 03-160-CR-WE	\$2,355
TILLEY CHEMICAL CO., INC. (Shipper)	Filled and offered hypochlorite solution, 8, in intermediate bulk containers (IBCs) that had not been subjected to a external visual inspection and tested for leak-proofness within the past 2.5 years; offered camphor, a flammable solid, accompanied by a shipping paper that included an unsigned shipper's certification. [173.35(a), 173.241(d), 180.352(b)(1) and (d), 172.204(d)] Case No. 04-094-SIBC-EA	\$3,600
TITANIUM METALS CORPORATION (Shipper)	Offered titanium tetrachloride, 8, 6.1, inhalation hazard zone B, in portable tanks marked as meeting the DOT 51 specification that were not made of stainless steel or an equivalent thickness steel and that were not insulated, thereby used an unauthorized bulk packaging; same when failed to include ER response number of shipping papers. [172.101—Special Provisions B14 and B32, 173.22(a)(2), 173.244, 172.200(a), 172.201(d), 172.604(a) and (b)] Case No. 03-617-SPT-EA	\$7,250

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
TOREK DEVELOPMENT, INC. (Cylinder Retester)	Failed to have a pressure-indicating device on its test equipment that allowed incremental readings of cylinder pressure within one percent of the minimum test pressure; failed to verify the accuracy of the test equipment within one percent of actual test pressure; failed to maintain current copies of applicable CGA pamphlets at its facility. [178.35(b)(2), 173.34(e)(4)(ii), 173.34(e)(4)(iii)(A) and (iv), 173.34(e)(2)(v)(C)] Case No. 02-170-CR-WE	\$3,000
TRICHLOROMATIC-WEST, INC. (Shipper)	Offered thiourea dioxide, a spontaneously combustible material, while failing to properly mark and label the package, and failing to prepare a proper shipping document identifying the material as hazardous, rendering the shipment undeclared; failed to provide employee training. [173.22(a), 172.201, 172.202, 172.204, 172.301, 172.400, 172.702(b), 172.704(a)] Case No. 03-157-SD-WE	\$16,555
TRINITAS HOSPITAL, INC. (Shipper)	Offered regulated medical waste, 6.2, under the terms of a DOT exemption, in plastic bags that (1) were not properly closed, (2) contained sharps, (3) exhibited free liquids in bags, (4) were not properly marked, (5) exceeded the authorized weight of 10 kg. (22 pounds) of the waste material per bag, and (6) did not meet the required ASTM standard, thereby creating unauthorized packaging; failed to provide function-specific employee training, or create and retain records of training testing. [173.22(a)(2), 173.24(b)(1), 173.24(f), 173.197, DOT-E 10818, 172.702(b), 172.704(a)(2) and (d)] Case No. 02-604-SBG-EA	\$4,890
TRINITAS HOSPITAL, INC. (Shipper)	Offered regulated medical waste, 6.2, under the terms of a DOT exemption, in plastic bags that (1) were not properly closed, (2) contained sharps, (3) exhibited free liquids in bags, (4) were not properly marked, (5) exceeded the authorized weight of 10 kg. (22 pounds) of the waste material per bag, and (6) did not meet the required ASTM standard, thereby creating unauthorized packaging. [173.22(a)(2), 173.24(b)(1), 173.24(f), 173.197, DOT-E 10818] Case No. 03-075-SBG-EA	\$14,280
UNITED PARCEL SERVICE OF AMERICA, INC. (Motor Carrier)	Accepted methanol for transportation in an unauthorized, non-UN-standard packaging. [173.202, 177.801] Case No. 03-282-CB-SO	\$5,900
UNITED PARCEL SERVICE OF AMERICA, INC. (Shipper)	Offered corrosive liquid, n.o.s., (containing hydrochloric acid), in an unauthorized, non-UN-standard packaging; failed to display package orientation markings on the package as prescribed. [173.22(a)(2), 173.202(a), 172.312(a)] Case No. 98-096-SB-EA	\$10,000
UNITED STATES CAN COMPANY (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold five-gallon plastic drums as meeting the UN1H2Y1.5/40 standard, when leak-proofness testing was conducted at a pressure lower than required; manufactured, marked, certified, and sold 3.5-gallon plastic drums as meeting the UN1H2/Y19.6/S standard, when the stacking portion of the design testing was conducted with a weight below the weight required; failed to create and maintain complete test records. [178.2(b)(1), 178.604(b)(1) and (e)(2), 178.606(c), 178.601(l)] Case No. 04-253-DM-SO	\$3,665
UNITED STATES CAN COMPANY (Steel Jerrican Manufacturer)	Manufactured, marked, certified, and sold one-gallon closed-head steel jerricans as meeting HMR requirements, when they were not capable of passing the leak-proofness and hydrostatic pressure tests. [178.601(b), 178.604, 178.605] Case No. 04-242-JM-SO	\$3,665

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
UNITOR SHIPS SERVICES (Freight Forwarder)	Offered by vessel a mixed load of hazardous materials— (1) 10 DOT cylinders of acetylene, dissolved, 2.1, (2) eight UN1A2 pails of sodium nitrite, 5.1, (3) 16 UN3A1 pails of sodium hydroxide solution, 8, and (4) eight pails of toxic solid, inorganic, n.o.s. (containing copper chloride and copper hydroxide carbonate), 6.1, without maintaining the required general segregation of incompatible hazardous materials. [176.83(b) and (c)] Case No. 02-129-FF-CE	\$16,100
UNIVAR USA, INC. (Shipper)	Offered hydrochloric acid in a polyethylene drum not authorized because it had not been leak-proof tested and had been refilled for reuse more than five years from the date of manufacture. [173.22(a)(2), 173.28(b)(2)] Case No. 02-375-SP-EA	\$3,000
VALLEY SAFETY EQUIPMENT CO. (Cylinder Retester)	Failed to demonstrate the accuracy of the test equipment to within one percent at a pressure within 500 psi of each pressure at which cylinders were actually tested; failed to maintain complete and accurate records of reinspection and retest; failed to maintain a current copy of those portions of the regulations applicable to its cylinder re-qualification and marking activities. [180.205(g)(3)(i), 180.215(b)(1) and (2), 180.215(a)] Case No. 03-405-CR-CE	\$3,000
VISTACORP DIVING, INC. D/B/A SCUBA DIVERSIONS (Cylinder Retester)	Failed to demonstrate the accuracy of the pressure-indicating device on the test equipment within one percent and failed to demonstrate the accuracy of the test equipment at pressures within 500 psi of actual test pressure; failed to maintain complete records of calibration, reinspection, and retest; failed to create and retain records of employee training testing. [173.34(e)(4)(iii)(A) and (iv), 173.34(e)(8)(ii), 172.704(d)] Case No. 02-268-CR-SO	\$2,000
VULCAN CONTAINERS, LTD. (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold new steel pails as meeting the UN1A2 standard, when the pails were not capable of passing the drop, leak-proofness, hydrostatic pressure, and vibration tests. [178.601(b), 178.603, 178.604, 178.605] Case No. 03-401-FDM-CE	\$7,140
W. A. MURPHY, INC. (Shipper)	Offered powder, smokeless, 1.3C, classified as smokeless powder for small arms, 4.1. [172.101-Table, 172.102—Special Provision 16, 173.56, 173.58, 173.171] Case No. 03-003-SE-HQ	\$3,800
WAYNE PIGMENT COMPANY (Shipper)	Offered environmentally hazardous substance, solid, n.o.s. (containing zinc chromate), 9, in unauthorized, UN-standard packaging; failed to mark the packaging with the proper shipping name. [173.22(a)(2), 173.213(c), 173.301(a)(1)] Case No. 04-258-SBG-SO	\$3,260
WILLIAM ZINSSER & CO., INC. (Shipper)	Offered alcohols, n.o.s., 3, in unauthorized non-UN-standard fiberboard combination packages; failed to mark packaging with the correct identification number. [173.22(a)(2), 172.202(b), 172.312(a)(2), 172.301(a)] Case No. 03-398-SB-EA	\$6,350
WOLVERINE JOINING TECHNOLOGIES, INC. (Shipper)	Offered corrosive liquid, acidic, inorganic, n.o.s. (containing zinc chloride and hydrochloric acid), in packaging marked as meeting a UN standard, when the weight of the packaging exceeded the authorized weight; offered this material accompanied by a shipping paper that did not correctly describe it. [173.22(a)(2), 173.202(a), 172.200(a), 172.202(a), 172.203(k), 173.22(a)(1)] Case No. 02-610-SB-EA	\$5,000

Pipeline and Hazardous Materials Safety Administration—Civil Penalty Cases

NAME	VIOLATION(S)/SUMMARY	PENALTY
WSNCHS NORTH, INC. D/B/A NEW ISLAND HOSPITAL (Shipper)	Offered infectious substances, affecting humans, 6.2, in unauthorized, non-UN-standard packaging; offered regulated medical waste in packaging marked as meeting a DOT exemption, after the exemption had expired. [173.22(a)(2), 173.197(e)(1)(i), 173.22(a)(2), 172.203(a), 172.301(c)] Case No. 03-084-SBG-EA	\$4,100
XTO, INC. (Shipper)	Offered amines, liquid, n.o.s., (containing diethylenetriamines), 8, in unauthorized, non-UN standard, non-bulk packaging; failed to provide employee training, or create and retain records of training testing. [173.22(a)(2), 173.202(a), 172.702(b), 172.704(a) and (d)] Case No. 03-071-SB-EA	\$4,120

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
A-ONE CHEMICALS & EQUIPMENT (Shipper)	Offered hazardous materials in a packaging that was successfully tested to a UN standard but was not marked with the required UN certification marking; failed to close a UN packaging in accordance with the manufacturer's closure notification; offered hazardous materials accompanied by a shipping paper that failed to list the packing group; failed to provide employee training. [178.3(a), 178.703(a) and (b), 173.22(a)(4), 173.24(f)(2), 172.202(a)(4), 172.702(b), 172.704(a)] Case No. 04T-028-SDIBC-SW	\$3,700
ABC COMPOUNDING COMPANY, INC. (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification; failed to provide function-specific employee training. [173.22(a)(4), 178.601(b), 172.702(b), 172.704(a)(2)] Case No. 04T-042-SD-SO	\$1,275
AC PRODUCTS, INC. (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification. [173.22(a)(4), 173.24(f)(2), 173.203(c)] Case No. 03T-076-SD-EA	\$1,000
ACCU CHEM CONVERSIONS, INC. (Shipper)	Offered tanks cars marked to DOT specifications and tank cards marked to AAR specifications containing residue of class 8 materials when the pressure relief devices had not been inspected, after its authority under the terms of a DOT exemption had expired. [173.31(d)(vi)] Case No. 03T-047-EXR-HQ	\$300
ACIDCHEM (USA), INC. (Shipper)	Failed to register with RSPA; offered hazardous materials accompanied by a shipping paper that listed an invalid emergency response telephone number. [107.601(a)(6), 172.604(b)] Case No. 04T-008-SD-EA	\$1,760
ACIDCHEM INTERNATIONAL, INC. (Shipper)	Offered corrosive liquid, acidic, organic, n.o.s. (containing caprylic acid), accompanied by a shipping paper that did not list the technical name of the material and did not include an emergency response telephone number; failed to mark drums with the proper shipping name, UN identification number, and the technical name; affixed a hazard warning label to packaging that was not the correct size. [172.201(d), 172.202(d), 172.604(a), 172.301(a) and (b), 172.407(e)] Case No. 04T-007-FSD-EA	\$6,250
ACS CHEMICAL, INC. (Shipper)	Failed to register with RSPA; offered hazardous materials accompanied by a shipping paper that contained additional information interspersed within the basic shipping description, and that listed an unauthorized emergency response telephone number. [107.601(a)(6), 172.201(a)(4), 172.201(d), 172.604(b)] Case No. 03T-059-SD-EA	\$2,000
ADVANCE ELECTRICAL SALES (Shipper)	Offered hazardous materials accompanied by a shipping paper that failed to include an emergency response telephone number. [172.604(a)] Case No. 04T-061-SD-SW	\$1,040
ADVANCED CHEMICAL COMPANY, INC. (Shipper)	Offered cyanide solutions, n.o.s., 6.1, in drums that had not been closed in accordance with the manufacturer's closure notification; failed to create and retain records of employee training testing. [173.22(a)(2) and (4), 173.24(b) and (f), 173.201(a), 172.704(d)] Case No. 04T-028-SJ-EA	\$1,210
ADVANCED PLASTICS, INC. (Shipper)	Offered hazardous materials in a portable tank marked as meeting the DOT 57 specification that had not been tested for leak-proofness; failed to retain a copy of a shipping paper for at least 375 days; failed to conduct recurrent employee training. [173.242, 178.813(c), 172.201(e), 172.702(b), 172.704(c)(2)] Case No. 03T-076-SIBC-SO	\$2,200

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
AEROSOL SPECIALTIES (Shipper)	Failed to register with RSPA. [107.601(a)(6), 107.608(a) and (b)] Case No. 03T-118-SB-SO	\$600
AGFA-GEVAERT, N.V. (Shipper)	Offered amines, liquid, corrosive, n.o.s., in packaging that was not labeled. [172.400(a)(1), 172.442] Case No. 03T-077-FSD-EA	\$2,000
AGS SOLUTIONS (Shipper)	Offered hazardous materials accompanied by a shipping paper that (1) listed an incorrect shipping name, (2) did not include the hazard class, identification number, or packaging group, (3) did not include a shipper's certification, and (4) did not include an emergency response telephone number that was monitored at all times while the materials were in transportation; failed to close packaging marked as meeting a UN standard in accordance with the manufacturer's closure notification. [172.200(a), 172.202(a)(1)-(4), 172.204(a), 172.201(d), 172.604(a)(1), 173.22(a)(4), 173.24(f)(2)] Case No. 04T-060-SD-SW	\$2,475
AHLGRIMM EXPLOSIVES COMPANY, INC. (Shipper)	Failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 04T-018-SE-CE	\$500
AIKEN CHEMICAL COMPANY, INC. (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification; failed to mark the packaging with the proper shipping name and UN identification number and failed to affix a hazard warning label to the packaging; failed to register with RSPA. [173.22(a)(4), 178.601(b), 172.301(a), 172.400(a), 107.601(a)(6), 107.608(a) and (b)] Case No. 04T-010-SD-SO	\$4,000
AIR PRODUCTS MANUFACTURING COMPANY (Shipper)	Failure to maintain records of inspection and retesting for portable tanks; failed to mark portable tanks with the most current retest dates; failed to close packaging marked as meeting a UN specification in accordance with the manufacturer's closure notification. [180.605(l), 180.605(k)(2), 173.22(a)(4), 173.24(f)(2)] Case No. 04T-059-SIBC-SW	\$2,050
AIR STAR (Shipper)	Failed to provide general awareness and function-specific employee training. [172.702(b), 172.704(a)(1) and (2)] Case No. 04T-063-SB-SO	\$400
AIRGAS MID SOUTH, INC. (Cylinder Retester/Shipper)	Exceeded the authorized pressure limits while filling DOT specification cylinders containing acetylene gas. [173.303(b)] Case No. 04T-055-CRS-SW	\$2,500
ALCHEMIST TRANSPORT, INC. (Motor Carrier)	Offered and transported Class 3 materials in inner plastic packages that were not authorized, after its authority under the terms of a DOT exemption had expired. [173.173(b)(2), 173.242] Case No. 04T-003-EXR-HQ	\$500
ALCOR, INC. (Shipper)	Failed to provide employee training; offered toluene accompanied by a shipping paper on which the basic shipping description was entered in an incorrect sequence and additional unauthorized information was entered prior to it, instead of after it; failed to sign the shipper's certification on the shipping paper. [172.702(b), 172.704(a), 172.200(a), 172.201(a)(4), 172.202(b), 172.204(d)] Case No. 03T-110-SBD-SW	\$2,040
ALERT PLATING COMPANY, INC. (Shipper)	Offered hazardous waste, solid, n.o.s. (containing cadmium hydroxide, a marine pollutant), 9, RQ, accompanied by a shipping paper that did not list an authorized emergency response telephone number. [172.604(b)] Case No. 04T-015-SIBC-WE	\$1,275

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
ALKOTA CLEANING SYSTEMS (Shipper)	Offered disodium trioxosilicate, 8, accompanied by a shipping paper that listed the basic shipping description in an incorrect sequence; and an unauthorized emergency response telephone number; failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [172.201(a)(4), 172.202(b), 172.604(b), 172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 04T-002-SP-CE	\$1,690
ALL AMERICAN PAINTBALL (Shipper)	Failed to provide general awareness and function-specific employee training. [172.702(b), 172.704(a)(1) and (2)] Case No. 03T-134-SC-SW	\$300
ALL AVIATION, INC. (Cylinder Retester)	Failed to permanently mark a condemned cylinder to indicate that condition; failed to demonstrate the accuracy of the test equipment to within 500 psi of the actual test pressure. [180.205(i)(2), 180.205(g)(3)(i)] Case No. 04T-041-CR-SO	\$1,780
ALL STAR FREIGHT INTERNATIONAL, INC. (NONVESSELOPERATING COMMON CARRIER)	Failed to provide employee training; including security awareness training. [172.702(b), 172.704(a)(1)-(4)] Case No. 04T-023-NVO-WE	\$450
ALL-BRITE (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification; failed to provide employee training. [173.22(a)(4), 173/24(f)(2), 172.702(b), 172.704(a)] Case No. 03T-106-SD-SO	\$1,600
ALL-SAF FIRE PROTECTION, INC. (Cylinder Retester)	Failed to demonstrate the accuracy of the test equipment to within 500 psi of the actual test pressure. [180.205(g)(3)(i)] Case No. 03T-101-CR-SO	\$1,075
ALLIED BUILDING PRODUCTS CORPORATION (Shipper)	Failure to provide employee training; offered hazardous materials accompanied by a shipping paper that did not follow an approved format for entering information, and that included additional unauthorized information prior to the basic shipping description. [172.702(b), 172.704(a), 172.200(a), 172.201(a)(1) and (4)] Case No. 03T-101-SBD-SW	\$1,470
ALLIED UNIVERSAL CORPORATION (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification. [173.22(a)(4), 178.601(b)] Case No. 04T-043-SD-SO	\$1,000
ALVERNO CLINICAL LABS, INC. (Shipper)	Failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 04T-003-SB-CE	\$400
AMEN PACKAGING, INC. (Package Broker)	Failed to provide the manufacturer's closing notification to persons to whom each packaging was transferred. [178.2(c)] Case No. 03T-096-PB-SW	\$1,020
AMERICAN HOTEL REGISTER COMPANY (Shipper)	Offered sodium hydroxide solutions accompanied by a shipping paper that listed an unauthorized emergency response telephone number; offered various hazardous materials accompanied by a shipping paper that (1) listed additional information prior to the basic shipping description, (2) did not list the technical name for a material, (3) did not list the unit of measure, (4) listed the packing group with a number instead of a Roman numeral, and (5) included an illegible signature on the shipper's certification; failed to provide employee training. [172.604(b), 172.201(a)(4), 172.202(a)(4) and (5), 172.203(k), 172.204(d)(1), 172.702(b), 172.704(a)] Case No. 03T-060-SD-SO	\$2,560

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
AMERICAN INKS AND COATINGS CORP. (Shipper)	Failed to maintain complete records of re-qualification for DOT 57 portable tanks and UN standard intermediate bulk containers; failed to provide recurrent employee training, or create and retain records of training testing. [180.352(f), 180.605(l), 172.702(b), 172.704(c)(2) and (d)] Case No. 04T-035-SIBC-EA	\$1,280
AMERICAN INTERNATIONAL INDUSTRIES (Shipper)	Failed to provide recurrent employee training. [172.702(b), 172.704(c)(2)] Case No. 04T-005-SB-WE	\$375
AMERICAN OSMENT (Shipper)	Offered hazardous materials accompanied by a shipping paper that did not list a proper shipping name or an emergency response telephone number; failed to provide recurrent employee training. [172.202(a)(1), 172.604(a), 172.702(b), 172.704(c)(2)] Case No. 04T-053-SD-SO	\$2,400
AMERICAN SPRING WIRE CORPORATION (Shipper)	Offered ferrous chloride solution, 8, RQ, accompanied by a shipping paper that failed to list an emergency response telephone number; failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [172.604(a), 172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 04T-062-SCT-CE	\$1,360
AMERICAN TESTING LABORATORY, INC. (Shipper)	Offered radioactive material, special form, n.o.s., in a Type B package accompanied by a shipping paper that failed to list the U.S. Nuclear Regulatory Commission certificate number of the package; failed to be a registered user of a Type B package. [172.203(d)(8), 173.471(c), 173.471(a)] Case No. 03T-063-RMS-SO	\$2,400
AMERICA'S LINK CUSTOMS SERVICES, INC. (Freight Forwarder)	Offered hazardous materials accompanied by a shipping paper that included additional unauthorized information within the basic shipping description and that did not include a shipper's certification; failed to register with RSPA; failed to provide general awareness and function-specific employee training. [172.201(a)(4), 172.204(a), 107.601(a)(6), 107.608(a) and (b), 172.702(b), 172.704(a)(1) and (b)] Case No. 04T-013-FF-SW	\$1,390
AMERON GLOBAL, INC. (Cylinder Retester)	Failed to retest cylinders at the minimum test pressure and for at least 30 seconds; failed to perform a complete visual. [180.209(a)(1), DOT-E 10945-Paragraph 5.b., 180.205(f)(1), CGA Pamphlet C-8] Case No. 04T-048-CR-EA	\$2,440
AMERON PROTECTIVE COATINGS (Shipper)	Offered hazardous materials accompanied by a shipping paper that included additional unauthorized information in association with the basic shipping description; and included an unsigned shipper's certification; failed to register with RSPA. [172.201(a)(4), 172.204(d), 107.601(a)(6), 107.608(a)] Case No. 03T-087-SBD-SW	\$1,180
ANDES CHEMICAL CORPORATION (Shipper)	Failing to register with RSPA. [107.601(a)(6), 107.608(a) and (b)] Case No. 04T-008-REG-SO	\$600
ANPESIL DISTRIBUTORS, INC. (Shipper)	Offered lighters, 2.1, in non-UN-standard packaging, and when the packaging was not marked as required. [173.21(i), 173.308(b)] Case No. 03T-067-SB-EA	\$3,375

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
APCO, INC. (Shipper)	Offered compressed gas, n.o.s., and refrigerant gas R22, 2.2, accompanied by a shipping paper that did not list the proper shipping name and hazard class; failed to provide employee training, or create and retain records of training testing. [172.202(a)(1) and (2), 172.702(b), 172.704(a) and (d)] Case No. 04T-017-SC-CE	\$1,950
APLINE TECHNICAL SERVICES, INC. (Shipper)	Offered corrosive liquid, n.o.s. (containing sodium nitrate and potassium hydroxide), while failing to inform the motor vehicle operator of the requirements for the materials-of-trade exception. [173.6(c)(4)] Case No. 03T-087-SP-WE	\$900
ARCADE MARKETING, INC. (Shipper)	Offered limited quantities of certain liquids and solids containing ethyl alcohol without complying with the regulations, after its authority under the terms of a DOT exemption had expired. [173.150] Case No. 04T-005-EXR-HQ	\$500
ARIAS & ASSOCIATES (Shipper)	Failed to provide recurrent general awareness employee training; offered hazardous materials accompanied by a shipping paper that listed an incorrect proper shipping name and UN identification number; failed to ensure that emergency response information was immediately available for use in the event of an incident. [172.702(b), 172.704(a)(1) and (c)(2); 172.202(a)(1) and (3), 172.602(a) and (c)(1)] Case No. 04T-046-RMS-SW	\$880
ARTISAN INDUSTRIES, INC. (Shipper)	Failed to close drums in accordance with the manufacturer's closure notification. [173.22(a)(4), 173.24(f)(2)] Case No. 04T-034-SD-EA	\$1,000
ASARCO INCORPORATED (Shipper)	Offered lead compounds, soluble, n.o.s., 6.1, accompanied by a shipping paper that did not list an emergency response telephone number. [172.604(a)] Case No. 03T-065-SP-WE	\$975
ASHLAND CHEMICAL, INC. (Shipper)	Offered butyl acetates, acetone and toluene accompanied by shipping papers that did not list the hazard class, UN identification number, or packing group. [172.202(a)(2)-(4)] Case No. 03T-092-SIBC-CE	\$1,050
ASI - AG SOUTH, INC. (Shipper)	Offered hazardous materials accompanied by a shipping paper that listed an emergency response telephone number of a person who did not accept responsibility for providing information; failed to provide employee training. [172.201(d), 172.604(b), 172.702(b), 172.704(a)] Case No. 04T-022-SD-SO	\$1,640
ASSOCIATED MATERIAL HANDLING INDUSTRY, INC. (Shipper)	Failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 04T-061-SBAT-CE	\$400
ASSOCIATES WAREHOUSE (Shipper)	Failed to provide employee training, or create and retain records of training testing; failed to register with RSPA. [172.702(b), 172.704(a) and (d), 107.601(a)(6), 107.608(a) and (b)] Case No. 04T-010-REG-CE	\$1,100
ATLANTA REGIONAL DISTRIBUTION CENTER (Shipper)	Failed to register with RSPA. [107.601(a)(6), 107.608(a) and (b)] Case No. 03T-077-SD-SO	\$600
ATLANTIC CHEMICAL & EQUIPMENT COMPANY (Shipper)	Failed to adhere to its security plan when it did not check visitor identification prior to entry. [172.800(a)(2)]	\$800

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
ATLANTIC EXPLOSIVES, INC. (Shipper)	Failed to retain shipping papers for at least 375 days after shipment and offered hazardous materials accompanied by a shipping paper that listed an emergency response telephone number of a person who did not accept responsibility for providing information. [172.201(3), 172.604(b)] Case No. 04T-012-SB-SO	\$1,400
ATMOSPHERE ANNEALING, 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. 04T-025-TRN-CE	\$562
ATOFINA CHEMICALS, INC. (Shipper)	Failed to close packaging in accordance with the manufacturer’s closure notification; failed to provide function-specific employee training. [173.22(a)(4), 173.24(f)(2), 172.702(b), 172.704(a)(2)] Case No. 03T-125-SD-SW	\$1,275
AUSTIN POWDER (Shipper)	Failed to conduct function-specific employee training; offered hazardous materials accompanied by a shipping paper that listed an incorrect exemption number on the shipping paper. [172.702(b), 172.704(a)(2), 172.203(a)] Case No. 03T-069-SE-HQ	\$763
AUTO REFINISH DISTRIBUTORS (Shipper)	Failed to mark packaging with the proper shipping name. [172.301(a)] Case No. 03T-117-SP-SW	\$300
AUTO WAX COMPANY (Shipper)	Failed to close packaging in accordance with the manufacturer’s closure notification; failed to provide general awareness employee training. [173.22(a)(4), 173.24(f)(2), 172.702(b), 172.704(a)(1)] Case No. 04T-005-SP-SW	\$1,225
AUTO-CHLOR SYSTEM (Shipper)	Failed to provide recurrent employee training. [172.702(b), 172.704(c)(2)] Case No. 03T-128-SBP-SW	\$275
AUTO-CHLOR SYSTEM (Shipper)	Offered hazardous materials accompanied by a shipping paper that failed to include an emergency response telephone number; failed to sign the required shipper’s certification on the shipping paper. [172.604(a)(3), 172.204(d)] Case No. 04T-031-SD-SW	\$1,250
AUTO-CHLOR SYSTEM (Shipper)	Failed to provide general awareness and function-specific employee training; offered hazardous materials accompanied by a shipping paper without a shipper’s certification. [172.702(b), 172.704(a)(1) and (2), 172.204(a)] Case No. 04T-074-SBD-SW	\$1,200
AUTO-CHLOR SYSTEM (Shipper)	Offered hazardous materials in used drums that had not been tested for leak-proofness. [173.28(b)] Case No. 03T-130-SD-SW	\$1,125
AZ PARTSMASER (Shipper)	Offered hazardous materials without providing a shipping paper; failed to provide employee training. [172.200(a), 172.202, 172.201(a) and (d), 172.702(b), 172.704(a)] Case No. 04T-072-SD-SW	\$1,725
BAKER ATLAS (Shipper)	Offered a hazardous material in a reportable quantity accompanied by a shipping paper that failed to list the letters “RQ” either before or after the basic shipping description; failed to include the name of the person providing the training and a certification that the employees were trained and tested on the records of employee training testing. [172.203(c)(2), 172.704(d)(4) and (5)] Case No. 03T-046-RMS-SW	\$550
BALTRANS LOGISTICS, INC. (Non-Vessel-Operating Common Carrier)	Failed to register with RSPA. [107.601(a)(6), 107.608(a) and (b)] Case No. 04T-027-NVO-WE	\$375

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
BASCO (Package Broker)	Failed to provide the manufacturer's closing notification to persons to whom each packaging was transferred. [178.2(c)] Case No. 04T-047-PB-CE	\$1,000
BATTLE CREEK HEALTH SYSTEM (Shipper)	Failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 04T-012-SB-CE	\$400
BAYFRONT MEDICAL CENTER (Shipper)	Offered regulated medical waste accompanied by a shipping paper that did not describe it; failed to provide general awareness employee training. [172.200(a), 172.201, 172.202, 172.205(h), 172.702(b), 172.704(a)(1)] Case No. 03T-116-SD-SO	\$1,475
BAZAN PAINTING CO. (Shipper)	Failed to provide employee training, or create and retain records of training testing. [172.702(b), 172.704(a) and (d)] Case No. 03T-109-SB-CE	\$675
BC SCIENTIFIC (Shipper)	Failed to provide employee training. [172.702(b), 172.704(a)] Case No. 04T-018-SD-SO	\$600
BELL CHEMICAL COMPANY (Shipper)	Offered hazardous materials accompanied by a shipping paper that did not list a proper shipping name, hazard class, UN identification number, and packing group; failed to provide employee training. [172.202(a)(1)-(4), 172.702(b), 172.704(a)] Case No. 03T-119-SB-SO	\$1,800
BELL INDUSTRIES, INC. (Shipper)	Offered corrosive liquids, n.o.s., accompanied by a shipping paper that did not list a proper shipping name, UN identification number, and packaging group; and did not list an emergency response telephone number. [172.202(a)(1), (3), and (4), 172.604(a)] Case No. 03T-084-SB-CE	\$2,240
BELL INDUSTRIES, INC. (Shipper)	Failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 04T-006-SB-CE	\$400
BEMER'S PETROLEUM, INC. (Shipper)	Failed to provide employee training. [172.702(b), 172.704] Case No. 03T-060-SC-EA	\$1,092
BENCHMARK RESEARCH & TECHNOLOGY, INC. (Shipper)	Failed to provide general awareness employee training. [172.702(b), 172.704(a)(1)] Case No. 04T-004-SDIBC-SW	\$275
BENCHMARK RESEARCH & TECHNOLOGY, INC. (Shipper)	Failed to mark the correct retest date on an intermediate bulk container (IBC); failed to maintain complete and accurate retest records for IBCs; failed to mark a packaging with the technical name of a hazardous material. [178.703(b), 180.352(f), 172.301(b)] Case No. 04T-020-SIBC-SW	\$2,050
BEST-RITE MANUFACTURING (Shipper)	Offered hazardous materials accompanied by a shipping paper that listed an incorrect proper shipping name and packing group, an unsigned shipper's certification; and an unauthorized emergency response telephone number; failed to provide general awareness and function-specific employee training. [172.202(a)(1) and (4), 172.204(d), 172.604(b), 172.702(b), 172.704(a)(1) and (2)] Case No. 03T-115-SP-SW	\$2,645
BFPE INTERNATIONAL FIRE & SAFETY (Cylinder Retester)	Failed to maintain complete and accurate records of cylinder re-qualification; failed to provide function-specific employee training. [180.215(b)(1) and (2), 172.702(b), 172.704(a)(2)] Case No. 04T-038-CR-SO	\$675

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
BIC CORPORATION (Shipper)	Failed to close packaging in accordance with the manufacturer’s closure notification. [173.22(a)(4), 173.24(f)(2)] Case No. 04T-016-SD-SO	\$1,000
BIO SAFE SYSTEMS, LLC. (Shipper)	Failed to register with RSPA; failed to provide employee training; offered hazardous materials accompanied by a shipping paper that did not include the unit of measure or an emergency response telephone number, and listed the shipping description in an incorrect sequence. [107.601(a)(6), 172.702(b), 172.704(a), 172.202(a)(5), 172.604(a), 172.202(b)] Case No. 03T-066-SD-EA	\$3,150
BLUE LINE CORPORATION (Shipper)	Failed to close packaging in accordance with the manufacturer’s closure notification; failed to register with RSPA. [173.22(a)(4), 173.24(f)(2), 107.601(a)(6), 107.608(b)] Case No. 03T-104-SDIBC-SW	\$1,325
BLUE RIBBON CONTAINER & DISPLAY, INC. (Fiberboard Box Manufacturer)	Failed to conduct general awareness and function-specific employee training. [172.702(b), 172.704(a)(1) and (2)] Case No. 04T-004-BM-EA	\$400
BODY SHOP SUPPLY COMPANY, INC. (Shipper)	Offered paint-related material and flammable liquids, n.o.s. (containing acetone), accompanied by shipping paper that did not list a basic shipping description; failed to provide employee training, or create and retain records of training testing. [172.200(a), 172.202(a), 172.702(b), 172.704(a) and (d)] Case No. 04T-034-SP-CE	\$2,505
BROWN JANITOR SUPPLY (Shipper)	Offered corrosive liquid, n.o.s., accompanied by a shipping paper that did not indicate it was hazardous because it did not include a basic shipping description. [172.200(a), 172.202(a)] Case No. 04T-008-SD-SW	\$1,125
BRUBACHER EXCAVATING, INC. (Shipper)	Offered explosives accompanied by a shipping paper that did not list the proper shipping name; did not list the technical name in parenthesis after using the proper shipping name “articles, explosive, n.o.s.,” and did not list the unit of measure. [172.202(a)(1), 172.101(a)(4), 172.102-Special Provision 101, 172.202(a)(5)] Case No. 03T-067-SE-HQ	\$1,150
BSR PRODUCTS, INC. (Shipper)	Offered fire extinguishers accompanied by a shipping paper without a proper shipping description, an emergency response telephone number, or a shipper’s certification; failed to provide function-specific employee training. [172.202(a), 172.604(a), 172.204(a), 172.702(b), 172.704(a)(2)] Case No. 03T-062-SC-HQ	\$2,650
BUILDING SERVICE INDUSTRIAL SUPPLY, INC. (Shipper)	Offered adhesives accompanied by a shipping paper that listed an unauthorized emergency response telephone number, and failed to follow one of the three approved formats for listing hazardous materials on a shipping paper; failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [172.604(b), 172.201(a), 172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 04T-008-SB-CE	\$2,300
BWAY CORPORATION (Steel Drum Manufacturer)	Failed to provide the closure notification required to satisfy performance test requirements to persons to whom packaging was transferred. [178.2(c), 178.601(b)] Case No. 04T-031-DM-SO	\$1,000
C-C DISTRIBUTING, INC. (Shipper)	Offered corrosive solids, n.o.s.(containing sodium metasilicate), on its own vehicles without informing the motor vehicle operator of the materials-of-trade exception. [173.6(c)(4)] Case No. 04T-022-SP-WE	\$900

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
CALIFORNIA INDUSTRIAL RUBBER COMPANY, INC. (Shipper)	Offered hazardous materials accompanied by a shipping paper that did not include a proper shipping description; or an emergency response telephone number; failed to provide function-specific employee training. [172.200(a), 172.202(a), 172.604(a), 172.702(b), 172.704(a)(2)] Case No. 03T-029-SB-WE	\$2,655
CAPITOLINE PRODUCTS, INC. (Shipper)	Offered adhesives, 3, in non-specification portable tanks; offered them accompanied by a shipping paper that failed to properly described the materials, and failed to include an emergency response telephone number; failed to register with RSPA. [173.242(c), 173.29(a), 172.202(a), 172.201(d), 107.601(a)(6)] Case No. 03T-036-SPT-EA	\$5,725
CARGO FORCE (Shipper)	Offered hazardous materials accompanied by a shipping paper that did not list an emergency response telephone number. [172.201(d), 172.604(a)] Case No. 03T-082-SC-SO	\$780
CARLISLE SYNTEC, INC. (Shipper)	Offered a hazardous material accompanied by a shipping paper that listed an incorrect proper shipping name and UN identification number; marked the packaging with an incorrect proper shipping name and UN identification number. [172.202(a)(1) and (3), 172.301(a)] Case No. 03T-106-SBP-SW	\$2,100
CARTER WATERS CORP. (Shipper)	Failed to provide employee training, or create and retain records of training testing; offered paint, 3, accompanied by a shipping paper that included an unsigned shipper's certification. [172.702(b), 172.704(a) and (d), 172.204(d)] Case No. 03T-114-SBD-CE	\$1,150
CASA ADHESIVE SYSTEMS, INC. (Shipper)	Offered hazardous materials accompanied by a shipping paper with an unsigned shipper's certification and that did not list an emergency response telephone number; failed to register with RSPA. [172.204(d), 172.604(a), 107.601(a)(6), 107.608(a) and (b)] Case No. 03T-092-SC-SO	\$1,640
CCL CONTAINER (Cylinder Manufacturer)	Manufactured, marked, certified, and sold aerosol cans marked as meeting the DOT 2Q specification without marking the cans with the manufacturer's name or registered symbol. [178.33a-9(a)(2)] Case No. 04T-018-CM-HQ	\$400
CENTEGRANORTHERN ILLINOIS MEDICAL CENTER (Shipper)	Failed to provide employee training, or create and retain records of training testing. [172.702(b), 172.704(a) and (d)] Case No. 03T-094-SB-CE	\$750
CHAMPION COATINGS, INC. (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification. [173.22(a)(4), 173.24(f)(2)] Case No. 04T-062-SD-SW	\$1,125
CHAMPION TECHNOLOGIES (Shipper)	Failed to maintain complete and accurate records of portable tank retest and reinspection. [180.605(1)] Case No. 04T-035-SIBC-SW	\$375
CHARLES HAPPEL, INC. (Shipper)	Failed to provide employee training; offered hazardous materials accompanied by a shipping paper that did not list a proper shipping name, packing group, or an emergency response telephone number. [172.202(a)(1) and (4), 172.604(a)] Case No. 03T-081-SB-EA	\$1,875
CHASE CORP. D/B/A ROYSTON LABORATORIES (Shipper)	Failed to provide recurrent employee training. [172.702(b), 172.704(c)(2)] Case No. 04T-044-SB-EA	\$300

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
CHATTEM CHEMICALS, INC. (Shipper)	Offered aluminum chloride solution, 8, in portable tanks marked as meeting the DOT 57 specification and/or in intermediate bulk containers marked as meeting the UN31A standard, when they had not been retested for leak-proofness in more than 2.5 years prior to reuse. [173.242, 178.813(c)] Case No. 03T-089-SIBC-SO	\$1,400
CHEESBOROUGH PONDS MANUFACTURING COMPANY (Shipper)	Failed to register with RSPA. [107.601(a)(6), 107.608(a) and (b)] Case No. 04T-004-REG-SO	\$800
CHEM ARROW CORP. (Shipper)	Offered acetone and petroleum distillates, n.o.s., accompanied by shipping papers that failed to utilize one of the three formats for entering hazardous materials on a shipping paper, listed additional information prior to the basic shipping description, and that included an unsigned shipper's certification; failed to register with RSPA. [172.201(a)(1) and (4), 172.204(d), 107.601(a)(6), 107.608(a)] Case No. 04T-007-SD-WE	\$1,500
CHEM SPRAY INTERNATIONAL, INC. (Shipper)	Failed to provide function-specific employee training. [172.702(b), 172.704(a)(2)] Case No. 03T-090-SDP-SW	\$250
CHEM SYSTEMS, INC. (Shipper)	Offered liquefied petroleum gas, 2.1, accompanied by a shipping paper that did not list a shipping description that was missing the proper shipping name and the words "Limited Quantity;" offered nitromethane solution, 3, accompanied by a shipping paper that did not list the hazard class, listed additional information prior to the basic shipping description; and listed an unauthorized emergency response telephone number; failed to provide employee training. [172.201(a)(4), 172.202(a)(1) and (2), 172.604(b), 172.702(b), 172.704(a)] Case No. 04T-020-SB-WE	\$2,655
CHEM-TAB CHEMICAL CORP. (Shipper)	Offered compounds, cleaning, liquid (containing phosphoric acid), without informing the motor vehicle operator of the requirements of the materials-of-trade exception. [173.6(c)(4)] Case No. 04T-004-SP-SW	\$1,200
CHEMETALL FOOTE CORPORATION (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification. [173.22(a)(4), 173.24(f)(2), 178.601(b)] Case No. 04T-024-SD-SO	\$1,000
CHEMICAL MONTANA COMPANY (Shipper)	Failed to provide recurrent employee training; offered hazardous materials accompanied by a shipping paper that included an unsigned shipper's certification. [172.702(b), 172.704(c)(2), 172.204(d)] Case No. 03T-067-SD-WE	\$1,150
CHEMICAL PRODUCTS INDUSTRIES, INC. (Shipper)	Offered hazardous materials accompanied by a shipping paper that listed an incorrect packing group. [172.202(a)(4)] Case No. 04T-018-SD-SW	\$594
CHEMICAL TECHNOLOGIES, LLC. (Shipper)	Failed to register with RSPA; failed to provide function-specific employee training. [107.601(a)(6), 107.608(a) and (b), 172.702(b), 172.704(a)(2)] Case No. 04T-032-SD-SO	\$675
CHEMIQUE, INC. (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification. [173.22(a)(4), 173.24(f)(2)] Case No. 04T-026-SD-EA	\$750

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
CHEMJECT INTERNATIONAL, INC. (Shipper)	Listed on a shipping paper a hazard class and a UN identification for a material that was not a hazardous material. [172.200(a), 172.202(e)] Case No. 04T-068-SP-SW	\$1,125
CHEMSOLV, INC. (Shipper)	Failed to properly mark packaging with the proper shipping name and UN identification number; offered hazardous materials accompanied by a shipping paper that did not include the proper shipping name and UN identification number. [172.301(a), 172.202(a)(1) and (3)] Case No. 03T-051-SD-EA	\$2,920
CHEMSON, INC. (Shipper)	Offered lead compound, soluble, n.o.s., 6.1, accompanied by a shipping paper that included additional information prior to the basic shipping description and did not include unit of measure; failed to provide recurrent employee training. [172.201(a)(4), 172.202(a)(5), 172.702(b), 172.704(c)(2)] Case No. 04T-051-SB-EA	\$840
CHILDRENS MEDICAL CENTER (Shipper)	Offered waste toxic solid, inorganic, n.o.s., 6.1, accompanied by a shipping paper that failed to contain a valid emergency response contact number that was monitored at all times; failed to provide general awareness and function-specific employee training. [172.604(a), 172.702(b), 172.704(a)(1) and (2)] Case No. 03T-100-SB-CE	\$1,440
CHOCOLA CLEANING MATERIAL, INC. (Shipper)	Failed to register with RSPA; failed to drums marked as meeting the UN1H1 standard in accordance with the manufacturer's closure notification; failed to provide employee training, or create and retain records of training testing. [107.601(a)(6), 107.608(a) and (b), 173.22(a)(4), 173.24(f)(2), 172.702(b), 172.704(a) and (d)] Case No. 04T-027-SD-CE	\$2,000
CITY FIRE EQUIPMENT COMPANY (Cylinder Retester)	Failed to maintain complete and accurate records of retest and reinspection; failed to provide function-specific employee training. [180.215(b)(2), 172.702(b), 172.704(a)(2)] Case No. 03T-115-CR-SO	\$675
CLEARON CORPORATION (Fiberboard Box Manufacturer)	Manufactured, marked, certified, and sold a packaging that had been tested to a UN standard but that had not been marked with the UN certification marking. [178.503(a)] Case No. 03T-098-BM-SO	\$800
CLEVELAND STEEL CONTAINER CORPORATION (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold steel drums as meeting the UN1A1/Y1.8/100 standard, when they were marked with an incorrect UN certification marking; failed to supply the notification of closure instructions needed to satisfy performance test requirements. [178.3(a)(3), 178.503(a)(4), 178.2(c)(1), 178.601(b)] Case No. 04T-046-DM-SO	\$2,440
COASTAL CARBONICS, INC. (Shipper)	Offered hazardous materials accompanied by a shipping paper that listed an emergency response telephone number of a party who did not accept responsibility for providing information; failed to provide recurrent employee training; failed to retain shipping papers for at least 375 days following shipment. [172.201(d), 172.604(b), 172.702(b), 172.704(c)(2), 172.201(e)] Case No. 04T-037-SC-SO	\$1,590
COLONIAL METALS, INC. (Shipper)	Failed to register with RSPA. [107.601(a)(6), 107.608(a) and (b)] Case No. 04T-065-SB-EA	\$500

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
COLONIAL TERMINALS, INC. (Shipper)	Offered hazardous materials accompanied by a shipping paper that listed an emergency response telephone number of a party who could not provide any detailed information concerning the hazardous material. [172.604(b)] Case No. 04T-039-SB-SO	\$1,040
COLOPLAST CORPORATION (Shipper)	Offered hazardous materials accompanied by a shipping paper that listed an emergency response telephone number that was out of service and therefore unable to provide any assistance in the case of an emergency; failed to provide general awareness and function-specific employee training. [172.604(b), 172.702(b), 172.704(a)(1) and (2)] Case No. 04T-051-SB-SO	\$1,440
COLOR CROWN CORPORATION (Shipper)	Offered hazardous materials accompanied by a shipping paper that listed an incorrect proper shipping name and UN identification number; failed to register with RSPA; affixed a hazard warning label to a packaging that was not the correct size. [172.202(a)(1) and (3), 107.601(a)(6), 107.608(a) and (b), 172.407(c)] Case No. 04T-029-SD-SO	\$1,320
COLUMBIA CAN COMPANY, INC. (Steel Pail Manufacturer)	Failed to provide the manufacturer's closing notification to persons to whom each packaging was transferred; failed to provide general awareness and function-specific employee training. [178.2(c), 172.702(b), 172.704(a)(1) and (2)] Case No. 03T-063-PM-EA	\$1,750
COMPLIANCE SPECIALIST INTERNATIONAL, INC. (Shipper)	Offered hazardous materials accompanied by a shipping paper that listed incorrect proper shipping names, incorrect UN identification numbers, and an unauthorized emergency response telephone number; failed to register with RSPA; failed to provide employee training. [172.202(a)(1) and (3), 172.604(b), 107.601(a)(6), 107.608(a) and (b), 172.702(b), 172.704(a)] Case No. 04T-019-SB-SO	\$2,200
CONSTRUCTION SEALANTS SUPPLY, INC. (Shipper)	Offered paint, 3, accompanied by a shipping paper that included additional information interspersed within the basic description, did not include a packing group, and included an unauthorized emergency response telephone number; failed to provide employee training. [172.201(a)(4), 172.202(a)(4), 172.604(b), 172.702(b), 172.704(a)] Case No. 03T-083-SP-WE	\$3,450
CONTAINER RECYCLING, INC. (Intermediate Bulk Container Manufacturer)	Failed to provide the manufacturer's closing notification to persons to whom each packaging was transferred. [178.2(c)] Case No. 03T-085-IBCM-SO	\$1,000
CONTAINER SUPPLY, INC. (Packaging Broker)	Failed to provide the manufacturer's closing notification to persons to whom each packaging was transferred. [178.2(c)] Case No. 03T-122-PB-SW	\$950
CONTROL DELIVERY SYSTEMS, INC. (Shipper)	Failed to provide employee training. [172.702(b), 172.704(a)] Case No. 04T-005-SB-EA	\$600
COOK COMPOSITES AND POLYMERS (Shipper)	Failure to close packaging in accordance with the manufacturer's closure notification. [173.22(a)(2), 173.24(f)(2)] Case No. 04T-037-SD-SW	\$937
CORROSION SPECIALTIES, INC. (Shipper)	Failed to register with RSPA; failed to conduct recurrent employee training. [107.601(a)(6), 107.608(a) and (b), 172.702(b), 172.704(c)(2)] Case No. 04T-027-SD-SO	\$1,000

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
COUGAR CHEMICAL COMPANY (Shipper)	Failed to provide employee training; failed to close packaging in accordance with the manufacturer's closure notification; offered hazardous materials accompanied on a shipping paper that listed an incorrect shipping description. [172.702(b), 172.704(a), 173.22(a)(4), 173.24(f)(2), 172.200(a), 172.202(a)] Case No. 03T-086-SD-SO	\$1,850
CR PRODUCTS, INC. (Shipper)	Offered hazardous materials accompanied by a shipping paper that listed an invalid emergency response telephone number and the basic shipping description in an incorrect sequence; failed to register with RSPA; failed to create and retain records of employee training testing. [172.200(a), 172.201(d), 172.604(b), 107.601(a)(6), 172.704(d)] Case No. 03T-048-SP-EA	\$1,970
CREATIVE AGE CHEMIST, INC. (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification; offered acetone accompanied by shipping papers that (1) included additional unauthorized information interspersed within the basic shipping description, (2) listed an incorrect packing group, (3) included an unsigned shipper's certification, and (4) listed the basic description in an incorrect sequence; failed to register with RSPA; failed to provide function-specific employee training, or create and retain records of training testing. [173.22(a)(4), 173.34(f)(2), 172.201(a)(4), 172.202(a)(4), 172.204(d), 172.202(b), 107.601(a)(6), 107.608(a), 172.702(b), 172.704(a)(2) and (d)] Case No. 03T-054-SB-WE	\$3,835
CREATIVE PACKAGING OF LONG ISLAND, INC. (Fiberboard Box Manufacturer)	Manufactured, marked, certified, and sold fiberboard boxes as meeting the DOT 12B specification, which is no longer authorized to be manufactured. [178.2(b)] Case No. 03T-062-BM-EA	\$2,400
CREATIVE PRODUCTS, INC. (Shipper)	Failed to mark packaging with the proper shipping name. [172.301(a)] Case No. 03T-116-SP-SW	\$450
DANNER'S, INCORPORATED (Shipper)	Offered hazardous materials without preparing a shipping paper; failed to register with RSPA; failed to provide employee training. [172.200(a), 172.202(a), 107.601(a)(6), 107.608(b), 172.702(b), 172.704(a)] Case No. 04T-049-SD-SW	\$3,550
DAROB INCORPORATED MEDICAL WASTE SERVICES (Shipper/Motor Carrier)	Accepted and transported regulated medical waste, 6.2, accompanied by a shipping paper that did not list the UN identification number and packing group. [172.202(a)(3) and (4)] Case No. 03T-048-SD-CE	\$500
DATEX, INC. (Shipper)	Offered hazardous materials accompanied by a shipping paper that failed to include the proper shipping name, hazard class, UN identification number, or packing group; failed to register with RSPA; failed to provide employee training. [172.202(a)(1)-(4), 107.601(a)(6), 107.608(a) and (b), 172.702(b), 172.704(a)] Case No. 03T-088-SD-SO	\$2,800
DAVIS PRODUCTS COMPANY, INC. (Cylinder Retester)	Failure to properly mark a condemned cylinder. [180.205(i)(2)] Case No. 03T-131-CR-SW	\$300
DAYTON SUPERIOR (Shipper)	Failed to provide recurrent employee training, or create and retain records of training testing. [172.702(b), 172.704(c)(2), 172.704(d)] Case No. 04T-048-SP-CE	\$540

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
DECKRITE, LLC. (Shipper)	Failed to mark the proper shipping name and UN identification number on a package; failed to provide general awareness and function-specific employee training. [172.301(a), 172.702(b), 172.704(a)(1) and (2)] Case No. 04T-019-SD-SW	\$2,160
DECORATIVE CONCRETE SUPPLY (Shipper)	Failed to provide employee training; offered hazardous materials accompanied by a shipping paper that listed the emergency response telephone number of a party who did not accept responsibility for providing information; offered methanol accompanied by shipping paper that did not list the proper shipping name, hazard class, UN identification number, or packing group, and did not include an emergency response telephone number or shipper's certification. [172.702(b), 172.704(a), 172.604(b), 172.202(a)(1)-(4), 172.604(a), 172.204(a)] Case No. 03T-102-SB-SO	\$2,840
DELTA AIRLINES, INC. (Cylinder Retester)	Failed to list the DOT specification of cylinders on the records of cylinder re-qualification. [180.215(b)(2)] Case No. 03T-060-CR-HQ	\$500
DELTA LIGHTING PRODUCTS, INC. (Shipper)	Failed to create and retain records of employee training testing. [172.704(d)] Case No. 04T-041-SP-EA	\$400
DENVER AUTO AUCTION (Shipper)	Failed to provide general awareness employee training. [172.702(b), 172.704(a)(1)] Case No. 03T-097-TRN-SW	\$375
DIAMOND PRODUCTS, INC. (Shipper)	Failed to provide employee training. [172.702(b), 172.704(a)] Case No. 03T-063-SD-WE	\$710
DIPSOL OF AMERICA, INC. (Shipper)	Failed to register with RSPA. [107.601(a)(6), 107.608(a) and (b)] Case No. 04T-059-SD-CE	\$400
DISCOUNT INDUSTRIAL SUPPLY CORP. (Steel Pail Manufacturer)	Failed to provide the manufacturer's closing notification to persons to whom each packaging was transferred. [178.2(c)] Case No. 04T-001-PM-EA	\$1,250
DIXIE PRODUCTS SALES & SERVICE (Shipper)	Offered corrosive liquid, n.o.s. (containing hydrofluoric acid) accompanied by a shipping paper that did not include a proper shipping name, hazard class, UN identification number, packing group, total quantity, or an emergency response telephone number. [172.200(a), 172.202(a), 172.604(a)] Case No. 04T-058-SPT-SO	\$1,200
DMC UNIVERSITY LABORATORIES (Shipper)	Offered infectious substances affecting humans, 6.2, accompanied by a shipping paper that did not list an emergency response telephone number; failed to provide employee training, or create and retain records of training testing; offered infectious substances affecting humans accompanied by a shipping missing that did not include a complete shipping description; and that included an unsigned shipper's certification. [172.604(a), 172.702(b), 172.704(a) and (d), 172.202(a), 172.204(d)] Case No. 04T-019-SB-CE	\$3,160
DOHRN TRANSFER COMPANY (Shipper)	Offered sodium persulfate, 5.1, accompanied by a shipping paper that listed a DOT exemption that had expired and noted the packaging as meeting the DOT 44P specification, which is no longer authorized to be manufactured or used. [171.2(b), 172.202] Case No. 04T-035-SBG-CE	\$320

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
DOWD AND GUILD, INC. (Packaging Broker)	Failed to provide the manufacturer's closing notification to persons to whom each packaging was transferred. [178.2(c)] Case No. 04T-028-PB-WE	\$935
DOYLE CHEMICAL & SUPPLY (Shipper)	Failed to register with RSPA; offered various hazardous materials accompanied by shipping papers that failed to list the proper basic shipping descriptions; failed to provide employee training; failing to placard a vehicle or provide placards to the carrier. [107.601(a)(6), 107.608(a) and (b), 172.702(b), 172.704(a), 172.504(a), 172.506(a)] Case No. 03T-100-SD-SO	\$1,100
DUGGAN PETROLEUM CO. (Shipper)	Failed to provide employee training; offered hazardous materials accompanied by a shipping paper that did not include an emergency response telephone number; or a shipper's certification. [172.702(b), 172.704(a), 172.604(a), 172.204(a)] Case No. 03T-103-SD-SW	\$1,439
DYNASTY TRANSPORTATION, INC. (Motor Carrier)	Accepting and transporting hazardous materials accompanied by a shipping paper that did not list the proper shipping name, hazard class, UN identification number, packaging group, emergency response telephone number, or a shipper's certification. [172.200(a), 172.202(a), 172.204(a), 172.604(a), 177.817(a) and (b)] Case No. 03T-135-CE-SW	\$1,980
DYNO NOBEL, INC. (Shipper)	Offered ammonium nitrate fuel-oil mixture in a package that was marked with an incorrect proper shipping name. [172.301(a)] Case No. 03T-064-SE-HQ	\$600
DYNO NOBEL, INC. (Shipper)	Offered hazardous materials accompanied by a shipping paper that (1) did not include a proper shipping description on shipping paper; (2) failed to list an exemption number; and (3) failed to list an emergency response telephone number. [172.202(a), 172.203(a), 172.604(a)] Case No. 04T-012-SE-HQ	\$3,200
DYNO NOBEL, INC. (Shipper)	Offered explosive, blasting, Type E, 1.5D, when it failed to mark the package with the required approval (EX) number and/or list the EX-number on the shipping paper instead of the package. [172.320(a), (b), and (d)] Case No. 04T-032-SE-CE	\$796
DYNO NOBEL, INC. (Shipper)	Offered explosive, blasting, Type E, 1.5D, accompanied by a shipping paper that did not list the proper shipping name, compatibility group, UN identification number, or packing group; failed to mark the package with the required approval (EX) number and/or list the EX-number on the shipping paper instead of the package. [172.202(a), 172.320(a), (b), and (d)] Case No. 04T-031-SE-CE	\$2,250
EAGLE GLOBAL LOGISTICS (Motor Carrier)	Accepted and transported corrosive liquid, toxic, n.o.s., without a shipping paper. [177.817(a) and (b)] Case No. 04T-048-CD-SW	\$1,125
EARTH SCIENCE LABORATORIES, INC. (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification; offered corrosive liquid acidic, inorganic, n.o.s. (containing cupric sulfate), in packaging on which the required markings were obscured by labels or attachments; offered this material accompanied by a shipping paper that included additional information interspersed within the basic shipping description and did not include an emergency response telephone number. [173.22(a)(4), 173.24(f)(2), 172.304(a)(3), 172.201(a)(4), 172.604(a)] Case No. 04T-024-SB-EA	\$2,950

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
EAST COAST DIVERS, INC. (Cylinder Retester)	Failed to mark cylinders with the correct retester's identification number; failed to conduct a system check at or below 98 percent of test pressure prior to testing; failed to provide recurrent employee training. [180.213(d), 180.205(g)(5), 172.702(b), 172.704(c)(2)] Case No. 04T-032-CR-EA	\$1,835
EAST COAST DRILLING, INC. (Shipper)	Offered shipments of hazardous materials without retaining a copy of the shipping paper for a minimum of 375 days following shipment; failed to provide employee training. [172.201(e), 172.702(b), 172.704(a)] Case No. 04T-014-SB-SO	\$1,000
EASTON ENTERPRISES, INC. (Shipper)	Failed to provide recurrent function-specific employee, or create and retain records of training testing; offered hazardous materials accompanied by a shipping paper that included additional information interspersed within the basic shipping description and an unsigned shipper's certification. [172.702(b), 172.704(a)(2) and (c)(2), 172.704(d), 172.201(a)(4), 172.204(d)] Case No. 03T-078-SB-WE	\$1,300
EDGAR A. WEBER & COMPANY (Shipper)	Offered extracts, flavoring, liquid, accompanied by a shipping paper that included an unsigned shipper's certification; offered this material in an over-pack that was not marked with the statement that the inside packages complied with prescribed specifications; failed to close drums in accordance with the manufacturer's closure notification. [172.204(d), 173.25(a)(4), 173.22(a)(4), 173.24(f)(2)] Case No. 04T-033-SD-CE	\$2,520
EDWARD HOSPITAL (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification; offered batteries, wet, filled with acid, accompanied by a shipping paper that did not list an emergency response telephone number; and failed to include the complete shipping name; failed to provide employee training, or create and retain records of training testing. [173.22(a)(4), 173.24(f)(2), 172.604(a), 172.202(a)(1), 172.702(b), 172.704(a) and (d)] Case No. 03T-096-SD-CE	\$3,211
EHC INDUSTRIES, INC. (Shipper)	Accepted and transported asbestos, 9, RQ, accompanied by a shipping paper that listed an unauthorized emergency telephone number; failed to provide employee training, or create and retain records of training testing. [172.604(b), 172.702(b), 172.704(a) and (d)] Case No. 04T-066-SBG-CE	\$1,640
EL PASO SUPPLY, LLC. (Shipper)	Offered various hazardous materials accompanied by shipping papers that did not list the proper shipping name, hazard class, UN identification number, packing group, or an emergency response telephone number; failed to provide employee training. [172.202(a), 172.201(d), 172.604(a), 172.702(b), 172.704(a)] Case No. 04T-015-SDP-SW	\$1,575
ELDORADO CHEMICAL COMPANY, INC. (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification; failed to provide function-specific employee training. [173.22(a)(4), 173.24(f)(2), 172.702(b), 172.704(a)] Case No. 04T-051-SD-SW	\$1,280
EMD CHEMICALS, INC. (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification. [173.22(a)(4), 173.24(f)(2)] Case No. 04T-080-SB-SW	\$935
ENI SHIPPING, INC. (Freight Forwarder)	Failed to provide employee training; including security awareness training. [172.702(b), 172.704(a)(1)-(4)] Case No. 04T-030-FF-WE	\$400

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
ENOVATION GRAPHIC SYSTEMS, INC. (Shipper)	Offered isopropanol in an over-pack statement that was not marked with the required statement that the inner packages complied with prescribed specifications; failed to retain copies of shipping papers for at least 375 days after shipment; failed to provide recurrent employee training. [173.25(a)(4), 172.201(e), 172.702(b), 172.704(c)(2)] Case No. 03T-126-SBP-SW	\$2,275
ENVIRITE OF ILLINOIS (Shipper/Motor Carrier)	Accepted and transported ferrous chloride solution, 8, RQ, accompanied by a shipping paper that did not list an emergency response telephone number. [172.604(a)] Case No. 04T-065-SCT-CE	\$1,040
EPOXY FORMULATIONS, INC. D/B/A EFI POLYMERS (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification; failed to provide function-specific employee training. [173.22(a)(4), 173.24(f)(2), 172.702(b), 172.704(a)] Case No. 03T-099-SP-SW	\$1,200
ESTES EXPRESS LINES, INC. (Motor Carrier)	Accepted and transported 1-chloro-1,2,2,2-tetrafluoroethane, 2.2, and hydrochloric acid solution, 8, accompanied by a shipping paper that included additional information interspersed within the shipping description, that listed incomplete shipping names, failed to list an emergency response telephone number, and failed to include a shipper's certification. [177.817(a) and (b), 172.201(d), 172.202(a)(1), 172.604(a), 172.204(a)] Case No. 03T-053-CD-EA	\$1,350
EVERGREEN MARINE D/B/A EVERGREEN AMERICA CORP. (Shipper/Motor Carrier)	Accepted and transported sodium persulfate, 5.1, accompanied by a shipping paper that listed the shipping description out of sequence and referenced a nonexistent DOT exemption. [177.817(a), 172.202(b), 172.203(a)] Case No. 04T-037-SBG-CE	\$320
EXPLOSIVES ENERGIES, INC. (Shipper)	Failed to provide recurrent employee training; offered explosive, blasting, type B, 1.5D, under the terms of a DOT exemption accompanied by a shipping paper that did not list the exemption number in association with the shipping description. [172.702(b), 172.704(c)(2), 172.203(a)] Case No. 04T-022-SE-CE	\$1,150
EXPRESS ADUANAL DEL NORTE, S.C. (Freight Forwarder)	Failed to register with RSPA. [107.601(a)(6), 107.608(a) and (b)] Case No. 04T-009-FF-SW	\$412
FACILITY SUPPLY SYSTEMS, INC. (Shipper)	Offered potassium hydroxide, solution accompanied by a shipping paper that did not include a basic shipping description of the material; failed to provide employee training, or create and retain records of training testing. [172.202(a), 172.702(b), 172.704(a) and (d)] Case No. 03T-098-SB-CE	\$2,250
FARRELLCALHOUN, INC. (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification; failed to provide function-specific employee training. [173.22(a)(4), 178.601(b), 172.702(b), 172.704(a)] Case No. 04T-048-SD-SO	\$1,275
FIBERGLASS FLORIDA, INC. (Shipper)	Offered hazardous materials accompanied by a shipping paper that listed an erroneous emergency response telephone number of a party who did not accept responsibility for providing information; failed to register with RSPA; failed to provide employee training. [172.604(b), 107.601(a)(6), 107.608(a) and (b), 172.702(b), 172.704(a)] Case No. 04T-035-SB-SO	\$2,040
FIBRE DRUM SALES, INC. (Packaging Broker)	Failed to provide the manufacturer's closing notification to persons to whom each packaging was transferred. [178.2(c)] Case No. 04T-054-PB-CE	\$1,250

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
FIRE CONTROL SYSTEMS (Cylinder Retester)	Failed to provide general awareness and function-specific employee training; failed to maintain current copies of applicable DOT exemptions at its facility; failed to maintain complete and accurate records of cylinder re-qualification. [172.702(b), 172.704(a)(1) and (2), 180.215(a)(5), 180.215(b)(1) and (2)] Case No. 04T-023-CR-SO	\$1,075
FIRE EQUIPMENT SERVICES (Cylinder Retester)	Failed to demonstrate the accuracy of the test equipment to within 500 psi of the actual test pressure. [180.205(g)(3)(i)] Case No. 03T-110-CR-SO	\$1,460
FIRE SAFETY, INC. (Cylinder Retester)	Failed to provide general awareness and safety employee training, or create and retain records of recurrent training testing. [172.702(b), 172.704(c)(2), 172.704(d)] Case No. 04T-067-CRS-CE	\$400
FIRETRON, INC. (Cylinder Retester)	Failed to demonstrate the accuracy of the test equipment to within 500 psi of the actual test pressure. [180.205(g)(3)(i)] Case No. 04T-058-CR-SW	\$840
FISTER, INC. (Shipper)	Failed to register with RSPA. [107.601(a)(6), 107.608(a) and (b)] Case No. 04T-009-REG-CE	\$500
FLATLAND WELDING SUPPLY, INC. (Shipper)	Offered a hazardous material accompanied by a shipping paper that did not include a basic shipping description of the material; failed to create and retain records of employee training testing. [172.200(a), 172.202(a), 172.704(d)] Case No. 04T-050-SC-SW	\$760
FLEXABAR CORP. (Shipper)	Failed to register with RSPA; failed to create and retain records of employee training testing. [107.601(a)(6), 107.608(a) and (b), 172.704(d)] Case No. 03T-058-SD-EA	\$650
FLOIED FIRE EXTINGUISHER & STEAM CLEANING CO., INC. (Cylinder Retester)	Failed to maintain complete and accurate records of cylinder re-qualification; failed to verify the accuracy of the pressure-indicating device on the test equipment to within 0.5 percent or better of its full range; failed to provide employee training. [180.215(b)(2), 180.205(g)(3)(i), 172.702(b), 172.704(a)] Case No. 03T-087-CR-SO	\$2,460
FOLLMER DEVELOPMENT, INC. D/B/A AMERICANA MARKETING, INC. (Shipper)	Failed to provide employee training. [172.702(b), 172.704(a)] Case No. 03T-074-SB-WE	\$750
FOUR CORNERS WELDING & GAS SUPPLY, INC. (Cylinder Retester)	Marking a DOT specification cylinder in liquefied compressed gas service with an unauthorized “plus” sign. [173.302a(b), 178.3] Case No. 04T-075-CR-SW	\$750
FUJI PHOTO FILM U.S.A., INC. (Shipper)	Offered sodium hydroxide solution in packaging on which a hazard warning label was affixed that was not the correct size; offered this material accompanied by a shipping paper that included additional information within the basic shipping description, that did not list the total quantity of the material, and included an illegible signature on the shipper’s certification; failed to provide recurrent employee training, or create and retain records of training testing; failed to register with RSPA. [172.407(c), 172.201(a)(4), 172.202(a)(5), 172.204(d), 172.702(b), 172.704(c)(2), 172.704(d), 107.601(a)(6)] Case No. 04T-033-SB-EA	\$2,430

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
FUJITRANS USA, INC. (Non-Vessel-Operating Common Carrier)	Failed to provide recurrent employee training. [172.702(b), 172.704(c)(2)] Case No. 03T-076-NVO-WE	\$635
G & W AUTO PARTS, INC. (Shipper)	Failed to provide employee training. [172.702(b), 172.704(a)] Case No. 04T-013-SB-SO	\$600
G & W ELECTRIC COMPANY, INC. (Shipper)	Offered fuses, detonating, 1.4B, accompanied by a shipping paper that did not list an emergency response telephone number. [172.604(a)] Case No. 04T-050-SE-CE	\$1,300
G&A WAREHOUSES, INC. (Shipper)	Failed to provide employee training. [172.702(b), 172.704(a)] Case No. 04T-039-SD-EA	\$600
GABEL'S COSMETICS, INC. (Shipper)	Failed to close inner packages in accordance with the manufacturer's closure notification; failed to provide function-specific employee training for closing packages, or create and retain a record of training testing for one employee. [173.22(a)(4), 173.24(f)(2), 172.702(b), 172.704(a)(2), 172.704(d)] Case No. 03T-059-SB-WE	\$1,310
GANS INK (Shipper)	Offered hazardous materials without preparing a shipping paper; failed to mark the packaging with the proper shipping name and UN identification number; affixed a hazard warning label to a packaging that was not the correct size. [172.200(a), 172.201, 172.202] 172.301(a), 172.407(c)] Case No. 04T-056-SB-SO	\$2,720
GAR-MEL FIRE PROTECTION (Cylinder Retester/Shipper)	Failed to hold a retester's identification number and approval; offered compressed gas without shipping papers; failed to provide employee training, or create and retain records of training testing; failed to maintain re-qualification records for low-pressure cylinders. [180.205(b), 172.200(a), 172.202(a), 172.604(a), 172.702(b), 172.704(a) and (d), 180.215(a) and (b)] Case No. 03T-116-CRS-CE	\$5,150
GARDENA INDUSTRIAL SUPPLY & HARDWARE COMPANY (Shipper)	Offered hazardous materials accompanied by a shipping paper that did not include the hazard class, UN identification number, packing group, or emergency response telephone number; failed to provide employee training. 172.202(a)(2)-(4), 172.604(a), 172.702(b), 172.704(a)] Case No. 02T-068-SP-WE	\$3,144
GCC DRUM (Fiber Drum Manufacturer)	Failed to properly condition fiber drums prior to design qualification testing; failed to maintain complete design qualification tests on file at the place of manufacture. [178.602(d), 178.601(l)] Case No. 03T-111-FDM-SO	\$2,000
GENERAL DISTRIBUTING CO., INC. (Shipper)	Failing to record the service pressure on the test records for certain DOT exemption cylinders; failed to record the reason for a second test. [180.215(b)(2), 180.215(g)(2)] Case No. 03T-070-CR-WE	\$1,000
GENERAL FIRE & SAFETY EQUIPMENT (Cylinder Retester)	Failed to provide employee training, or create and retain records of training testing; failed to maintain copies of applicable DOT exemptions at its facility. [172.702(b), 172.704(a) and (d), 180.215(a)] Case No. 03T-097-CRS-CE	\$1,080

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
GEODRILL, INC. (Shipper)	Failed to provide employee training, or create and retain records of training testing; offered ammonium nitrate fuel oil mixture (containing only prilled ammonium nitrate plus fuel oil), 1.5D, and explosive, blasting, type B, 1.5D, under the terms of a DOT exemption, accompanied by a shipping paper that incorrectly identified them as explosive, blasting, type E, 1.1D; that failed to notate the exemption number in association with the shipping description for both materials; and did not list the unit of measurement. [172.702(b), 172.704(a) and (d), 172.202(a), 172.203(a), 172.202(a)(5)] Case No. 03T-063-SE-HQ	\$1,800
GEOTEK ENGINEERING COMPANY, INC. (Shipper)	Failed to conduct recurrent employee training; offered radioactive material accompanied by a shipping paper that did not list the hazard class or the activity of the material. [172.702(b), 172.704(c)(2), 172.702(a)(2), 172.203(d)(4)] Case No. 04T-015-RMS-HQ	\$1,500
GIRARD CHEMICALS (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification; failed to provide employee training, or create and retain records of training testing. [173.22(a)(4), 173.24(f)(2), 172.702(b), 172.704(a) and (d)] Case No. 03T-104-SD-CE	\$1,440
GLAS-CRAFT, INC. (Shipper)	Failed to provide recurrent employee training. [172.702(b), 172.704(c)(2)] Case No. 04T-023-SD-CE	\$750
GOLDEN STATE EXPLOSIVES (Shipper)	Failed to create and retain records of employee training testing; offered hazardous materials accompanied by a shipping paper that failed to list an exemption number in association with the proper shipping description; and failed to list the technical name of a material. [172.704(d), 172.203(a), 172.203(k)] Case No. 04T-011-SE-HQ	\$900
GOLDEN WEST PRODUCTS INTERNATIONAL, INC. (Shipper)	Failed to register with RSPA; failed to provide recurrent employee training; offered hazardous materials accompanied by a shipping paper that listed an unauthorized emergency response telephone number. [107.601(a)(6), 107.608(a), 172.702(b), 172.704(c)(2), 172.604(a)] Case No. 04T-010-SD-WE	\$2,950
GRANITIZE PRODUCTS, INC. (Shipper)	Failed to register with RSPA; affixed to packaging hazard warning labels that were not the correct size (two inches per side); failed to mark the packaging with the proper shipping name and UN identification number; offered corrosive liquid, toxic, n.o.s. (containing sulfuric and hydrofluoric acids) accompanied by a shipping paper that listed an incorrect proper shipping name, UN identification number, and packing group. [107.601(a)(6), 107.608(a) and (b), 172.407(c)(1), 172.301(a), 172.202(a)(1), (3), and (4)] Case No. 04T-016-SB-WE	\$4,610
GRAPHIC CHEMICAL & INK COMPANY (Shipper)	Failed to provide employee training, or create and retain records of training testing. [172.702(b), 172.704(a) and (d)] 04T-040-SP-CE	\$612
GREEN ISLAND DISTRIBUTORS, INC. (Shipper)	Offered organophosphorus pesticides, solid, toxic (containing disulfoton), 6.1, RQ, when it was not described, marked, labeled, and packaged as required, or, alternately, transported as required under the materials-of-trade exception. [172.200-204, 173.300, 172.301, 172.304, 172.324, 172.400, 172.406, 172.430, 173.212 or 173.6(c)(1) and (4)] Case No. 04T-029-SBG-EA	\$1,690

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
GULF ISLAND FABRICATION, INC. (Shipper)	Failed to provide recurrent employee training. [172.702(b), 172.704(c)(2)] Case No. 03T-133-SD-SW	\$300
GURMAN CONTAINER AND SUPPLY CORPORATION (Packaging Broker)	Failed to provide the manufacturer's closing notification to persons to whom each packaging was transferred. [178.2(c)] Case No. 04T-063-PB-CE	\$1,000
H & W CONSTRUCTION COMPANY, INC. (Shipper)	Failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 04T-020-SE-HQ	\$400
H2O SOLUTIONS, INC. (Drum Reconditioner)	Failed to provide security awareness employee training, or create and retain records of training testing. [172.702(b), 172.704(a)(4), 172.704(d)] Case No. 04T-084-DR-SW	\$275
HAGEMEYER NORTH AMERICA, INC. (Cylinder Retester)	Failed to demonstrate the accuracy of the test equipment to within 500 psi of the actual test pressure; failed to maintain current copies of applicable DOT exemptions at its facility. [180.205(g)(3)(i), 180.215(a)(5)]. Failed to Case No. 04T-077-CR-SW	\$1,080
HALL EXPLOSIVES, INC. (Shipper)	Offered explosive, blasting, type B, 1.5D, while failing to mark the EX approval number on the package or on the shipping paper in association with the basic shipping description; marked the packaging with an incorrect identification number. [172.320(a) and (d), 172.301(a)] Case No. 03T-068-SE-HQ	\$1,000
HARCROS CHEMICAL, INC. (Shipper)	Failed to adhere to the security plan by not checking the identification of visitors. [172.800(b), 172.802(a)(2)] Case No. 04T-068-SD-SO	\$800
HARRELL INDUSTRIES, INC. (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification. [173.22(a)(4), 173.24(f)(2)] 03T-079-SD-SO	\$1,000
HARRINGTON INDUSTRIAL PLASTICS, INC. (Shipper)	Offered adhesive, 3, accompanied by a shipping paper that listed additional information interspersed within the basic description; failed to provide employee training. [172.201(a)(4), 172.202(b), 172.702(b), 172.704(a)] Case No. 03T-062-SB-WE	\$1,075
HASKELL CHEMICAL COMPANY, INC. (Shipper)	Offered hazardous materials in used steel drums marked as meeting the UN1A1 standard when they were not marked as tested for leak-proofness; failed to provide recurrent employee training. [173.28(b)(2), 172.702(b), 172.704(c)(2)] Case No. 04T-002-SD-EA	\$1,080
HATTON, LTD. D/B/A SAVOL BLEACH COMPANY (Shipper)	Failed to close drums in accordance with the manufacturer's closure notification. [173.22(a)(4), 173.24(f)(2)] Case No. 04T-006-SD-EA	\$1,000
HAUN WELDING SUPPLY, INC. (Cylinder Retester)	Failed to provide general awareness, function-specific, and security employee training; failed to maintain accurate cylinder test records. [172.702(b), 172.704(a)(1), (2), and (5), 172.704(d), 180.209(b), 180.215(b)(2)] Case No. 03T-074-CR-EA	\$1,120

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
HEART CENTER, PC (Shipper)	Failed to provide when general awareness employee training; offered a hazardous material accompanied by a shipping paper with an unsigned shipper's certification. [172.702(b), 172.704(a)(1), 172.204(d)] Case No. 04T-003-SB-SO	\$595
HEISLER GREEN CHEMICAL COMPANY (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification. [173.22(a)(4), 173.24(f)(2)] Case No. 04T-070-SD-CE	\$1,000
HENDERSON CHEMICAL COMPANY (Shipper)	Failed to provide function-specific employee training. [172.702(b), 172.704(a)(2)] Case No. 04T-047-SD-SO	\$275
HERITAGE WHOLESALE, INC. (Shipper)	Offered lighters, 2.1, in unauthorized, non-UN-standard packaging; failed to mark the proper shipping name, UN identification number, and "T" approval number on the packaging; failed to affix a hazard warning label to the packaging; offered this material without preparing a shipping paper; failed to provide employee training. [172.102-Special Provision N10, 173.308(a), 173.21(i), 172.102-Special Provision N10, 172.301(a), 172.400(a)(1), 172.702(b), 172.704(a)] Case No. 03T-029-SB-EA	\$6,000
HI-CHEM, INC. (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification; failed to provide employee training; failed to register with RSPA. [173.22(a)(4), 173.24(f)(2), 178.601(b), 172.702(b), 172.704(a), 107.601(a)(6), 107.608(a) and (b)]	\$1,775
HILL BROTHERS CHEMICAL COMPANY (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification; offered chlorine, toxic inhalation hazard, PG I, in a DOT 106A500X multi-unit tank car tank, when it failed to perform an interior air pressure test of at least 100 psi to detect any leakage; failed to create and retain records of employee training testing. [173.22(a)(4), 173.24(f)(2), 180.519(b)(2), 172.704(d)] Case No. 02T-041-SD-WE	\$2,600
HILL BROTHERS CHEMICAL COMPANY (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification. [173.22(a)(4), 173.24(f)(2), 178.601(b)] Case No. 04T-025-SD-SO	\$1,000
HILLERICH & BRADSBY CO., INC. (Shipper)	Offered waste oxidizing solid, n.o.s. (containing sodium and potassium nitrate), 5.1, RQ, accompanied by a shipping paper that did not list an emergency response telephone number; failed to create and retain records of employee training testing. [172.604(a), 172.704(d)] Case No. 03T-069-SD-WE	\$1,275
HINCOR, INC. (Shipper)	Failed to create and retain records of employee training testing. [172.704(d)] Case No. 04T-019-SC-HQ	\$275
HINSDALE HOSPITAL (Shipper)	Offered waste, flammable liquid, n.o.s. (containing xylene and alcohol), accompanied by a shipping paper that did not list the hazard class, UN identification number, and packing group; and that listed an emergency number that was not monitored at all times; failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [172.202(a)(2)-(4), 172.604(a), 172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 03T-090-SB-CE	\$2,385

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
HOBBYTYME DISTRIBUTORS, INC. (Shipper)	Failed to provide employee training; offered flammable liquid, n.o.s. (containing methanol and nitromethane), accompanied by a shipping paper that listed an unauthorized emergency response telephone number; and an incorrect packing group. [172.702(b), 172.704(a), 172.604(b), 172.202(a)(4)] Case No. 03T-064-SB-EA	\$3,000
HOFFMAN CHEMICAL & SUPPLY CO., INC. (Shipper)	Offered corrosive liquid, basic, inorganic, n.o.s., accompanied by a shipping paper that failed to identify it as a hazardous material; failed to provide employee training, or create and retain records of training testing. [172.200(a), 172.201(a), 172.202(a), 172.702(b), 172.704(a) and (d)] Case No. 04T-043-SB-CE	\$2,280
HOHMANN & BARNARD, INC. (Shipper)	Offered hazardous materials accompanied by a shipping paper that listed an incorrect packing group and a shipping description that includes additional unauthorized information; failed to provide general awareness, and function-specific employee training. [172.200(a), 172.201(a)(4), 172.202(a)(4), 172.702(b), 172.704(a)(1) and (2)] Case No. 04T-034-SP-SW	\$980
HOLY CROSS HOSPITAL (Shipper)	Offered regulated medical waste, 6.2, accompanied by a shipping paper that did not list an emergency response telephone number; failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [172.604(a), 172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 03T-102-SB-CE	\$1,620
HORNER DISCUS INTERNATIONAL, INC. (Shipper)	Failed to register with RSPA. [107.601(a)(6), 107.608(a) and (b)]. Case No. 04T-017-SB-SO	\$400
HSH INTERPLANUSA, INC. (Shipper)	Offered hazardous materials accompanied by a shipping paper that listed an unauthorized emergency response telephone number; failed to affix hazard warning labels on packages on the same surface as the proper shipping name; failed to provide employee training, or create and retain records of training testing. [172.604(b), 172.406(a)(1)(ii), 172.702(b), 172.704(a) and (d)] Case No. 03T-079-SB-EA	\$2,000
HYDRO-SCAPE PRODUCTS, INC. (Shipper)	Offered hazardous materials accompanied by a shipping paper that did not list a basic shipping description or an emergency response telephone number; failure to mark the packaging with the proper shipping name and UN identification number; failure to affix a hazard warning label to the packaging; failed to provide employee training, or create and retain records of training testing. [172.202(a)(1)-(4), 172.604(a), 172.301(a), 172.400, 172.702(b), 172.704(a) and (d)] Case No. 03T-033-SB-WE	\$6,815
HYDROCHEMICAL TECHNIQUES, INC. (Shipper)	Failed to register with RSPA; failed to provide employee training; offered corrosive liquid, n.o.s. (containing hydrofluoric and phosphoric acids), accompanied by a shipping paper that did not list an emergency response telephone number, and listed an unsigned shipper's certification. [107.601(a)(6), 172.702(b), 172.704(a), 172.604(a), 172.201(d), 172.204(d)] Case No. 03T-061-SD-EA	\$2,545

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
IDEXX LABORATORIES (Shipper)	Offered toxic solids, corrosive, organic n.o.s., (containing potassium oxalate), 6.1, under the small quantity exception (SQE) in unauthorized, non-UN-standard packaging because it had no proof of compliance with the drop test required by the SQE and the packaging was marked to indicate that it conformed to the SQE section. [173.4(a)(6) and (10), 173.22(a)(2), 173.211] Case No. 04T-049-SB-SO	\$2,000
ILLINOIS TOOL WORKS D/B/A ITW-TACC (Shipper)	Failed to mark the packaging with the proper shipping name and UN identification number. [172.301(a)] Case No. 04T-017-SD-SW	\$1,800
IMAGE TECHNOLOGY CHEMICAL, INC. (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification; failed to provide employee training. [173.22(a)(4), 173.24(f)(2), 172.702(b), 172.704(a)] Case No. 03T-055-SP-WE	\$1,500
IMANNA LABORATORY, INC. (Steel Drum Manufacturer)	Failed to provide general awareness employee training, or create and retain records of training testing. [172.702(b), 172.704(a)(1), 172.704(d)] Case No. 04T-036-DM-SO	\$320
IMPRESS PACKAGING, INC. (Fiberboard Box Manufacturer)	Manufactured, marked, certified, and sold fiberboard boxes as meeting the DOT 12B65 specification, which is no longer authorized to be manufactured. [178.2(b) and (f)] Case No. 04T-049-BM-EA	\$3,360
INDUSTRIAL CHEMICAL AND SUPPLY COMPANY, INC. (Shipper)	Failed to provide employee training; offered compound, cleaning, liquid, 8, accompanied by a shipping paper that listed an unauthorized emergency response number. failed to maintain copies of shipping papers for at least 375 days after shipment, and offered this material accompanied by a shipping paper that did not list the unit of measure and technical name. [172.702(b), 172.704(a), 172.604(b), 172.201(e), 172.202(a)(5), 172.203(k)] Case No. 03T-049-SB-EA	\$2,475
INDUSTRIAL FIRE & SAFETY (Cylinder Retester)	Failed to enter all required information on the re-qualification records; failed to maintain a current copy of the applicable regulations at its facility. [180.215(b)(2), 180.215(a)(4)] Case No. 03T-074-CR-SO	\$650
INDUSTRIAL SPECIALTY PRODUCTS, INC. (Shipper)	Offered paint, 3, accompanied by a shipping paper that failed to list an authorized emergency response telephone number; failed to provide employee training. [172.604(b), 172.702(b), 172.704(a)] Case No. 04T-013-SB-WE	\$1,725
INGALLS MEMORIAL HOSPITAL (Shipper)	Failed to provide general awareness and function-specific employee training, or create and retain records of training testing; offered regulated medical waste, 6.2, accompanied by a shipping paper that failed to list the packing group; and that included an unsigned shipper's certification. [172.702(b), 172.704(a)(1) and (2), 172.704(d), 172.202(a)(4), 172.204(d), 172.205(a)] Case No. 03T-101-SIBC-CE	\$1,350
INKWARE, LLC. (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification. [173.22(a)(4), 173.24(f)(2)] Case No. 04T-019-SJ-EA	\$800
INNOVATIVE CHEMICAL TECHNOLOGIES (Shipper)	Failed to register with RSPA; offered hazardous materials accompanied by a shipping paper that did not list an emergency response telephone number. [107.601(a)(6), 107.608(a) and (b), 172.201(d), 172.604(a)] Case No. 03T-121-SD-SO	\$1,840

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
INTEC OF SAN ANTONIO, LP. (Shipper)	Offered radioactive materials, special form, accompanied by a shipping paper that listed a domestic proper shipping name and UN identification number instead of the international proper shipping name and UN identification number; and listed a non-working emergency response telephone number; offered radioactive material, special form, without having the shipping paper readily available to the driver of the motor vehicle and recognizable by authorities in the event of accident or inspection. [172.202(a)(1) and (3), 172.604(b), 177.817(e)] Case No. 04T-041-RMS-SW	\$1,085
INTEGRITY PHARMACEUTICAL CORPORATION (Shipper)	Failed to provide employee training, or create and retain records of training testing. [172.702(b), 172.704(a) and (d)] Case No. 04T-004-SD-CE	\$750
INTERMODAL TANK TRANSPORT (Motor Carrier)	Failed to report a hazardous materials incident in writing within 30 days of its occurrence. [171.16] Case No. 03T-018-HMI-HQ	\$1,000
INTERNATIONAL TRANSIT & STORAGE CORPORATION (Shipper)	Offered hazardous materials accompanied by a shipping paper in which two or more required elements of the basic shipping description were missing or incorrect; that did not utilize any of the three approved formats for entering hazardous materials; and did not list the required shipper's certification; failed to register with RSPA; failed to provide general awareness employee training. [172.202(a), 172.201(a)(1), 172.204(a), 107.601(a)(6), 107.608(b), 172.702(b), 172.704(a)(1)] Case No. 04T-053-SB-SW	\$2,755
INTERSTATE CHEMICAL, INC. (Shipper)	Failed to provide employee training; failed to close packaging in accordance with the manufacturer's closure notification; failed to mark a packaging with the proper shipping name and UN identification number. [172.702(b), 172.704(a), 173.22(a)(4), 173.24(f)(2), 178.601(b), 172.301(a)] Case No. 04T-069-SD-SO	\$2,800
IROQUOIS MEMORIAL HOSPITAL (Shipper)	Failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 03T-107-SB-CE	\$450
J & S WAREHOUSE, INC. (Shipper)	Offered a leaking drum of corrosive liquid, acidic, inorganic, n.o.s. (containing fluoroboric acid and copper fluoborate), in a salvage drum that was not marked as such and had not been tested for leak-proofness as required. [173.3(c)(1) and (3)] Case No. 04T-031-SD-EA	\$1,200
J. E. DEWITT, INC. D/B/A DEWITT PETROLEUM (Package Distributor)	Failed to provide the manufacturer's closing notification to persons to whom each packaging was transferred. [178.2(c)] Case No. 03T-073-SD-WE	\$935
J. F. SHELTON COMPANY, INC. (Package Broker/Shipper)	Failed to provide the manufacturer's closing notification to persons to whom each packaging was transferred. [178.2(c)] Case No. 04T-034-PBSD-WE	\$935
J. HARRELL ENTERPRISES (Shipper)	Failed to register with RSPA; failed to create and retain records of employee training testing. [107.601(a)(6), 107.608(a) and (b), 172.704(d)] Case No. 04T-026-SD-SO	\$675

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
J. ROY'S, INC. (Shipper)	Failure to provide employee training; failure to retain copies of shipping papers for at least 375 days after shipment; failed to carry a current copy of a DOT exemption in the vehicle; offered hazardous materials accompanied by a shipping paper that failed to list the exemption number in association with the proper shipping description. [172.702(b), 172.704(a), 172.201(e), DOT-E 8453-Paragraph 10, 172.203(a)] Case No. 03T-065-SE-HQ	\$2,100
JACOBSEN FIRE EQUIPMENT COMPANY (Cylinder Retester)	Failed to maintain current copies of applicable DOT exemptions at its facilities; failed to provide employee training, or create and retain records of training testing; failed to retain copies shipping papers for at least 375 days after shipment; failed to maintain accurate records of cylinder re-qualification. [180.215(a), 172.702(b), 172.704(a) and (d), 172.201(e), 180.215(b)] Case No. 03T-089-CRS-CE	\$3,230
JAMES B. PEDRICK FIRE SYSTEMS, LLC. (Cylinder Retester)	Failed to hold a current retester's identification number and approval; failed to maintain records of cylinder re-qualification; offered nitrogen, compressed, without preparing a shipping paper. [180.205(b), 180.215(b), 172.200(a), 172.201(a), 172.202] Case No. 03T-017-CRS-EA	\$1,500
JANITOR'S CLOSET, LTD. (Shipper)	Failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 03T-106-SB-CE	\$450
JANITOR'S WAREHOUSE (Shipper)	Offered hazardous materials accompanied by a shipping paper that did not include a basic shipping description or an emergency response telephone number; failed to provide general awareness and function-specific employee training. [172.202(a), 172.604(a), 172.702(b), 172.704(a)(1) and (2)] Case No. 03T-060-SDP-SW	\$2,480
JOHN BONELL ENGINEERING (Shipper)	Offered radioactive material accompanied by a shipping paper that did not list the activity; and included an unauthorized emergency response telephone number. [173.203(d), 172.604(b)] Case No. 03T-044-RMS-WE	\$1,840
JOHN C. DOLPH COMPANY, INC. (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification; offered tetraethylenepentamine in fiberboard boxes that were not marked with the proper shipping name or orientation arrows; marked packaging with an unauthorized abbreviation; affixed hazard warning labels to drums that were the incorrect size; offered hazardous materials accompanied by a shipping paper that listed an incorrect hazard class and UN identification number. [173.22(a)(4), 173.24(f)(2), 172.301(a), 172.308(a), 172.312(a)(2), 172.407(c), 172.419(a), 172.202(a)(2) and (3)] Case No. 04T-030-SD-EA	\$4,200
JOHNSTONE SUPPLY OF COLORADO SPRINGS (Shipper)	Offered hazardous materials accompanied by a shipping paper that did not list an emergency response telephone number or a shipper's certification, and failed to retain copies of shipping papers for at least 375 days after shipment; failed to provide general awareness employee training, or create and retain records of training testing; failed to register with RSPA. [172.604(a), 172.204(a), 172.201(e), 172.702(b), 172.704(a)(1), 172.704(d), 107.601(a)(6), 107.608(b)] Case No. 04T-064-SBC-SW	\$2,000
JOSCO PRODUCTS (Shipper)	Failed to provide general awareness and function-specific employee training. [172.702(b), 172.704(a)(1) and (2)] Case No. 04T-039-SBP-SW	\$700

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
JRH BIOSCIENCES (Shipper)	Failure to provide recurrent employee training. [172.702(b), 172.704(c)(2)] Case No. 03T-092-SBD-SW	\$315
JR'S FIREWORKS, INC. (Shipper)	Failing to register with RSPA; failed to provide employee training. [107.601(a)(6), 107.608(a) and (b), 172.702(b), 172.704(a)] Case No. 04T-044-SB-SO	\$1,000
JUSTICE BROTHERS, INC. (Shipper)	Failed to provide recurrent general awareness and function-specific employee training. [172.702(b), 172.704(a)(1) and (2), 172.704(c)(2)] Case No. 03T-058-SB-WE	\$750
KELLOGG PROPANE, INC. (Shipper)	Failed to provide function-specific employee, and include all required information on the training records; offered hazardous materials accom- panied by a shipping paper that did not list a proper shipping name and UN identification number; failed to register with RSPA. [172.702(b), 172.704(a)(2), 172.704(d), 172.202(a)(1) and (3), 107.601(a)(6), 107.608] Case No. 03T-108-SC-SW	\$1,935
KEMCO-HUNTER CHEMICAL COMPANY (Shipper)	Failure to register with RSPA. [107.601(a)(6), 107.608(b)] Case No. 04T-063-SD-SW	\$750
KEMIRA CHEMICALS, INC. (Shipper)	Offered hazardous materials accompanied by a shipping paper that did not list the proper shipping name, hazard class, UN identification number, and packing group. [172.202(a)(1)-(4)] Case No. 04T-064-SIBC-SO	\$1,800
KEYSTONE BLASTING SERVICES (Shipper)	Failed to provide employee training; failed to retain copies of shipping papers for at least 375 days after shipment; offered hazardous materials under the terms of a DOT exemption without maintaining a copy at its facility; offered hazardous materials accompanied by a shipping paper that did not list the exemption; and that did not list the technical name of the material. [172.702(b), 172.704(a), 172.201(e), 173.22a(b), DOT-E 11156, 172.203(a), 172.203(k)] Case No. 04T-016-SE-HQ	\$3,250
KIK HOUSTON, INC. (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification; failed to provide employee training. [173.22(a)(4), 173.24(f)(2), 172.702(b), 172.704(a)] Case No. 04T-023-SD-SW	\$1,960
KIMCO CORPORATION (Shipper)	Offered and transported corrosive liquid, basic, organic, n.o.s. (containing monoethanolamine) on its own vehicles without a shipping paper; offered this same material to a commercial carrier accompanied by a shipping paper that did not list the hazard class, packing group, and technical name of the material, and listed an unauthorized emergency response telephone number; Failed to provide general awareness and function-specific employee train- ing, or create and retain records of training testing. [172.200(a), 172.201, 172.202, 172.202(a)(2) and (4), 172.203(k), 172.604(b), 172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 03T-081-SP-CE	\$3,000
KLOMAR SHIP SUPPLY CO., INC. (Shipper)	Failed to provide employee training; failed to retain copies of shipping papers for at least 375 days after shipment; failed to ensure that the UN certification marking on packaging was unobstructed; failed to register with RSPA. [172.702(b), 172.704(a), 172.201(e), 178.3(a), 107.601(a)(6), 107.608(b)] Case No. 04T-067-SCD-SW	\$1,650

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
KNIT-RITE, INC. (Shipper)	Offered a hazardous material accompanied by a shipping paper that did not list the hazard class, UN identification number, and packing group. [172.202(a)(2)-(4)] Case No. 04T-038-SB-SW	\$1,125
KORSMEYER FIRE PROTECTION, LLC. (Cylinder Retester)	Failed to demonstrate the accuracy of the test equipment to within 500 psi of the actual test pressure; failed to provide function-specific employee training, or create and retain records of training testing; failed to maintain accurate records of cylinder re-qualification. [180.205(g)(3)(i), 172.702(b), 172.704(a)(2), 172.704(d), 180.215(b)] Case No. 04T-026-CR-CE	\$1,825
KRAYDEN, INC. (Shipper)	Offered a hazardous material accompanied by a shipping paper that (1) failed to utilize one or more of the approved formats for listing a hazardous material on a shipping paper; (2) failed to include a packing group designation; failed to list an emergency response telephone number; and (4) included an unsigned shipper's certification; failed to register with RSPA. [172.201(a)(1), 172.202(a)(4), 172.604(a), 172.204(d), 107.601(a)(6), 107.608(a) and (b)] Case No. 04T-022-SD-SW	\$3,080
LABCHEM, INC. (Shipper)	Failed to close drums in accordance with the manufacturer's closure notification. [173.22(a)(4), 173.24(f)(2)] Case No. 04T-021-SD-EA	\$1,000
LABONE, INC. (Shipper)	Failed to close drums in accordance with the manufacturer's closure notification; failed to provide function-specific employee training, or create and retain records of training testing. [173.22(a)(4), 173.24(f)(2), 172.702(b), 172.704(a)(2), 172.704(d)] Case No. 03T-102-SD-SW	\$1,525
LABORATORY SUPPLY COMPANY (Shipper)	Offered and transported hazardous materials on its own vehicles without preparing a shipping paper; offered isopropyl alcohol accompanied by a shipping paper that listed an incorrect proper shipping name. [172.200(a), 172.201, 172.202, 172.202(a)(1)] Case No. 04T-026-SB-SW	\$1,425
LAKE COUNTY MEDICAL GAS, 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. 03T-110-SC-CE	\$600
LASHLEY WAREHOUSE DISTRIBUTORS, INC. (Shipper)	Failed to provide recurrent employee training. [172.702(b), 172.704(c)(2)] Case No. 04T-032-SBD-SW	\$275
LENMAR CHEMICALS (Shipper)	Failing to register with RSPA. [107.601(a)(6), 107.608(a) and (b)] Case No. 04T-072-SD-SO	\$400
LENSCO PRODUCTS, INC. (Shipper)	Offered hydrogen peroxide, aqueous solution, 5.1, accompanied by a shipping paper that (1) listed an incorrect proper shipping name, UN identification number, and packing group, (2) did not list the unit of measurement, (3) included an unsigned shipper's certification, and (4) an unauthorized emergency response telephone number; failed to provide employee training. [172.202(a)(1), (3), (4), and (5), 172.204(d), 172.604(b), 172.702(b), 172.704(a)] Case No. 03T-082-SB-EA	\$2,625

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
LERRO PRODUCTS, INC. (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification; failed to register with RSPA; offered hazardous materials accompanied by a shipping paper that included additional information prior to the basic shipping description; failed to provide employee training. [173.22(a)(4), 173.24(f)(2), 107.601(a)(6), 172.201(a)(4)] Case No. 04T-017-SD-EA	\$2,750
LEWISBURG CONTAINER (Fiberboard Box Manufacturer)	Failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 04T-052-BM-CE	\$320
LINDE GAS, LLC. (Cylinder Retester)	Failed to demonstrate the accuracy of the test equipment to within 500 psi of the actual test pressure. [180.205(g)(3)(i)] Case No. 04T-059-CR-SO	\$1,460
LITTLE ROCK WAREHOUSE AND LOGISTICS, INC. (Shipper)	Offered hazardous materials accompanied by a shipping paper that did not list a proper shipping name; failed to register with RSPA. [172.202(a)(1), 107.601(a)(6), 107.608(b)] Case No. 04T-016-SB-SW	\$675
LMD WAREHOUSE & DISTRIBUTION, INC. (Shipper)	Failed to provide recurrent general awareness and function-specific employee training. [172.702(b), 172.704(c)(2)] Case No. 04T-006-SD-SW	\$375
LOEFFLER CHEMICAL CORP. (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification. [173.22(a)(4), 173.24(f)(2), 178.601(b)] Case No. 04T-028-SB-SO	\$1,000
LOGEX CORP. (Motor Carrier)	Failed to provide function-specific employee training. [172.702(b), 172.704(a)(2)] Case No. 03T-045-CC-EA	\$400
LONE STAR INDUSTRIES (Shipper)	Offered methanol accompanied by a shipping paper that did not list the hazard class, UN identification number, packing group, or an emergency response telephone number; failed to provide general awareness and function-specific employee training. [172.202(a)(2)-(4), 172.604(a), 172.702(b), 172.704(a)(1) and (2)] Case No. 04T-010-SD-SW	\$1,425
LONESTAR DISTRIBUTION, INC. (Shipper)	Failed to provide general awareness and function-specific employee training. [172.702(b), 172.704(a)(1) and (2)] Case No. 04T-021-SD-SW	\$560
LOOS & DILWORTH, INC. (Shipper)	Failed to create and retain records of employee training testing; offered hazardous materials accompanied by a shipping paper that did not list the unit of measure, and included additional information interspersed within the basic shipping description. [172.704(d), 172.202(a)(5), 172.202(b)] Case No. 04T-037-SD-EA	\$965
M & J ENTERPRISES (Packaging Broker)	Failed to provide the manufacturer's closing notification to persons to whom each packaging was transferred; failed to provide employee training. [178.2(c), 172.702(b), 172.704(a)] Case No. 02T-052-PB-WE	\$1,692

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
M & J EXPLOSIVES, INC. (Shipper)	Offered and transported explosive, blasting, type E, 1.5D, in an MC-306 cargo tank under the terms of a DOT exemption, when it was not a party to the exemption; offered and transported boosters, 1.1D, accompanied by a shipping paper that listed an incorrect proper shipping name and UN identification number; offered explosive, blasting, type B, 1.5D, under the terms of a DOT exemption accompanied by a shipping paper that did not list the exemption number in association with the shipping description. [172.203(a), 172.320(a) and (d), DOT-E 8554, 172.202(a)(1) and (3), 172.203(a), DOT-E 11156] Case No. 03T-066-SE-HQ	\$1,300
MAINTENANCE ENGINEERING CO., INC. (Shipper)	Offered hazardous materials accompanied by a shipping paper that listed an unauthorized emergency response telephone number; failed to provide recurrent employee training. [172.604(b), 172.702(b), 172.704(c)(2)] Case No. 04T-069-SBP-SW	\$1,250
MAINTENANCE WAREHOUSE (Shipper)	Failed to provide general awareness and function-specific employee training. [172.702(b), 172.704(a)(1) and (2)] Case No. 03T-103-SB-SO	\$320
MANUEL DEL VALLE, INC. (Shipper)	Offered hazardous materials in a intermediate bulk container marked as meeting a UN standard that had not been retested for leakproofness in more than 2.5 years prior to reuse; offered hazardous materials in used drums marked as meeting a UN standard, when the drums were not tested for leakproofness. [180.352(b)(1) and (2), 173.28(b)(2)(i)] Case No. 04T-005-SD-SO	\$2,600
MARSHALL MEDICAL CENTER SOUTH (Shipper)	Offered regulated medical waste, 6.2, accompanied by a shipping paper that listed an incorrect proper shipping name and an incorrect shipper's certification, and did not list an emergency response telephone number; offered this material in 96-gallon outer packaging with inner plastic bags, when the packaging lids and the inner bags were not securely closed to prevent release of contents during transportation, thereby reducing the effectiveness of the packaging; failed to mark the outer packaging with the proper shipping name and UN identification number; failed to provide employee training. [172.202(a)(1), 172.204(a), 172.201(d), 172.604(a), 173.24(a)(2), (b), and (f)(1), 172.301(a), 172.702(b), 172.704(a)] Case No. 03T-093-RMW-SO	\$5,200
MCCULLOUGH OIL COMPANY (Motor Carrier)	Failed to report a hazardous materials incident in writing within 30 days of its occurrence. [171.16] Case No. 03T-041-HMI-HQ	\$1,043
MCGEE INDUSTRIES, INC. (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification; failed to provide employee training. [173.22(a)(4), 173.24(f)(2), 172.702(b), 172.704(a)] Case No. 04T-016-SD-EA	\$1,480
MCKENZIE TANK LINES, INC. (Motor Carrier)	Offered and transported sulphur dioxide in unauthorized cargo tanks, after its authority under the terms of a DOT exemption had expired. [173.315(a)] Case No. 04T-009-EXR-HQ	\$500
MED CENTRE LABORATORIES (Shipper)	Failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 04T-055-SB-CE	\$320
MEIKO AMERICA, INC. (Shipper)	Failed to provide safety and security awareness employee training. [172.702(b), 172.704(a)(3) and (4)] Case No. 04T-014-SB-WE	\$275

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
MENTOR CORPORATION (Shipper)	Failed to create and retain records of employee training testing. [172.704(d)] Case No. 04T-066-RMS-SW	\$275
MESSMER'S, INC. (Shipper)	Failed to register with RSPA; failed to provide employee training; offered hazardous materials accompanied by a shipping paper that failed to include a shipper's certification. [107.601(a)(6), 107.608(b), 172.702(b), 172.704(a), 172.204(a)] Case No. 04T-001-SD-WE	\$1,750
METHODIST HOSPITAL (Shipper)	Failed to close drums in accordance with the manufacturer's closure notification; offered hazardous materials accompanied by a shipping paper that listed an unauthorized emergency response telephone number; failed to retain copies of shipping papers for at least 375 days after shipment; failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [173.22(a)(4), 173.24(f)(2), 172.604, 172.201(e), 172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 03T-085-SD-CE	\$2,840
MICRO BLEND (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification; failed to provide employee training. [173.22(a)(4), 173.24(f)(2), 172.702(b), 172.704(a)] Case No. 04T-002-SD-SO	\$1,400
MID ATLANTIC COOPERATIVE SOLUTIONS, INC. (Cylinder Retester)	Failed to maintain complete records of cylinder re-qualification; marked cylinders with the incorrect month of retest; failed to create and retain records of employee training testing. [180.215(b), 180.213(d), 172.704(d)] Case No. 04T-001-CR-HQ	\$2,300
MID-AMERICAN CHEMICAL SUPPLY CO., INC. (Shipper)	Offered corrosive liquid, n.o.s. (containing phosphoric acid), PG III, and corrosive liquid, n.o.s. (containing sodium hydroxide), PG II, accompanied by shipping papers that (1) did not include an "X" in the HM column, (2) listed incorrect UN identification numbers, (3) did not list technical names, and (4) listed the description out of proper sequence; and either did not list an emergency response telephone number or an unauthorized emergency telephone number. [172.201(a)(1)(iii), 172.202(a)(3), 172.203(k), 172.202(b), 172.604(a) and (b)] Case No. 04T-016-SP-CE	\$2,240
MID-CO WATER TREATMENT, INC. (Shipper)	Failed to provide employee training; offered hazardous materials accompanied by a shipping paper that listed an unauthorized emergency response telephone number. [172.702(b), 172.704(a), 172.604(b)] Case No. 04T-065-SD-SW	\$1,485
MIDWEST CAULKING SUPPLY (Shipper)	Offered flammable liquid, n.o.s., accompanied by a shipping paper that listed an unauthorized emergency response telephone number. [172.604(b)] Case No. 04T-005-SD-CE	\$1,410
MIDWEST LAMINATING COATINGS, INC. (Shipper)	Failed to register with RSPA; failed to provide employee training, or create and retain records of training testing; offered hazardous materials accompanied by a shipping paper that failed to list an emergency response telephone number. [107.601(a)(6), 107.608(a) and (b), 172.702(b), 172.704(a) and (d), 172.604(a)] Case No. 04T-042-SD-CE	\$2,250
MIKE'S FILTER & SUPPLY, INC. (Packaging Broker)	Failed to provide the manufacturer's closing notification to persons to whom each packaging was transferred. [178.2(c)] Case No. 03T-123-PB-SW	\$950

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
MILLERSTEPHENSON CHEMICAL CO., INC. (Shipper)	Failed to provide recurrent employee training. [172.702(b), 172.704(c)(2)] Case No. 04T-009-SC-EA	\$480
MILLER'S BLASTING SERVICE, INC. (Shipper)	Offered a Class 1 explosive accompanied by a shipping paper that did not include the basic shipping description and an emergency response telephone number; offered Class 1 hazardous materials accompanied by a shipping paper that listed an unauthorized emergency response telephone number; offered ammonium nitrate accompanied by a shipping paper that listed an incorrect packing group and a DOT exemption number when the shipment was not offered under the terms of the exemption. [172.202(a)(1)-(4), 172.604(a), 172.604(b), 172.202(a)(4), 172.203(a)] Case No. 04T-049-SE-CE	\$1,800
MINILAB SUPPLY STORE (Shipper)	Offered various corrosive materials accompanied by a shipping paper that listed an unauthorized emergency response telephone number. [172.604(b)] Case No. 04T-007-SB-CE	\$1,300
MINTEQ INTERNATIONAL, INC. (Shipper)	Failed to close drums in accordance with the manufacturer's closure notification. [173.22(a)(4), 173.24(f)(2), 178.601(b)] Case No. 03T-083-SD-EA	\$1,125
MISSION KLEENSWEET PRODUCTS, INC. (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification; failed to mark the technical name of a hazardous material on the packaging; failed to provide function-specific employee training regarding package closure. [173.22(a)(4), 173.24(f)(2), 172.301(c), 172.203(k), 172.702(b), 172.704(a)(2)] Case No. 03T-064-SDB-WE	\$1,750
MITCHELL'S EQUIPMENT (Shipper)	Failed to provide employee training. [172.702(b), 172.704(a)] Case No. 03T-127-SP-SW	\$450
MLA LABS, INC. (Shipper)	Failed to provide recurrent employee training. [172.702(b), 172.704(c)(2)] Case No. 04T-036-RMS-SW	\$275
MOLD TECH (Shipper)	Failing to register with RSPA. [107.601(a)(6), 107.608(a) and (b)] Case No. 04T-060-SD-CE	\$600
MOORE AG PRODUCTS COMPANY, INC. (Shipper)	Failure to provide recurrent employee training; offered hazardous materials accompanied by a shipping paper that failed to follow one of the three approved formats for listing hazardous materials. [172.702(b), 172.704(c)(2), 172.201(a)(1)] Case No. 03T-025-SIBC-SW	\$745
MORAVEK BIOCHEMICALS, INC. (Shipper)	Failed to register with the U.S. Competent Authority as a user of a foreign-made Type B packaging. [173.473] Case No. 03T-070-RMS-HQ	\$1,500
MORGAN GALLACHER D/B/A CUSTOM CHEMICAL FORMULATORS (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification; failed to provide function-specific training regarding closure of packaging. [173.22(a)(4), 173.24(f)(2), 172.702(b), 172.704(a)(2)] Case No. 04T-011-SD-WE	\$935
MORGAN GRAPHIC SUPPLY (Shipper)	Offered compounds, cleaning, liquid (containing petroleum naptha), 3, without informing the motor vehicle operator of the requirements for the materials-of-trade exception. [173.6(c)(4)] Case No. 04T-003-SP-WE	\$1,200

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
MORRIS HOSPITAL (Shipper)	Failed to provide general awareness and function-specific employee training, or create and retain records of training testing; offered batteries, wet, filled with acid, 8, accompanied by a shipping paper that failed to list an emergency response telephone number. [172.702(b), 172.704(a)(1) and (2), 172.704(d), 172.604(a)] Case No. 04T-064-SBAT-CE	\$1,700
MOSHE, INC. D/B/A SCENTSTATION (Shipper)	Offered limited quantities of flammable liquids in non-UN-standard packaging, without marking or labeling the packaging, and without preparing shipping papers, after its authority under a DOT exemption had expired. [173.150] Case No. 03T-052-EXR-HQ	\$750
MOUNTAIN HOME FIRE PROTECTION, INC. (Cylinder Retester)	Failed to calibrate the test equipment within 500 psi of actual test pressure. [180.205(g)(3)(i)] Case No. 03T-121-CR-SW	\$788
MULLEN & COMPANY, INC. (Fiberboard Box Manufacturer)	Failed to provide employee training. [172.702(b), 172.704(a)] Case No. 04T-060-BM-SO	\$600
N. H. BRAGG & SONS, INC. (Cylinder Retester)	Failed to provide recurrent employee training. [172.702(b), 172.704(c)(2)] Case No. 03T-054-CR-EA	\$600
NALCO COMPANY MANUFACTURING AND LOGISTICS (Shipper)	Failed to provide function-specific employee training. [172.702(b), 172.704(a)(2)] Case No. 03T-137-SIBC-SW	\$280
NATIONAL CHEMICAL LABORATORIES, INC. (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification. [173.22(a)(4), 173.24(f)(2)] Case No. 04T-013-SD-EA	\$1,000
NATIONAL CONTAINER GROUP (Drum Reconditioner)	Represented, marked, and certified a reconditioned drum without properly conducting the leak-proofness test; failed to maintain complete and accurate records of the re-qualification of intermediate bulk containers. [173.28(b)(2)(i), 180.352(f)] Case No. 04T-057-DR-SW	\$1,500
NATIONAL INK INCORPORATED (Shipper)	Failing to register with RSPA; failed to close packaging in accordance with the manufacturer's closure notification; failed to conduct function-specific employee training. [107.601(a)(6), 107.608(a) and (b), 173.22(a)(4), 178.601(b), 172.702(b), 172.704(a)(2)] Case No. 03T-094-SD-SO	\$1,850
NATIONAL STARCH AND CHEMICAL COMPANY, INC. (Shipper)	Failed to create and retain records of employee training testing. [172.704(d)] Case No. 03T-084-SP-WE	\$225
NEKTAR THERAPEUTICS (Shipper)	Failing to provide general awareness employee training. [172.702(b), 172.704(a)(1)] Case No. 03T-117-SD-SO	\$275
NETWORK CIRCUITS, INC. (Shipper)	Failed to register with RSPA; failed to provide general awareness employee training. [107.601(a)(6), 107.608(a) and (b), 172.702(b), 172.704(a)(1)] Case No. 04T-003-SD-SW	\$669
NEW WAVE LOGISTICS USA, INC. (Non-Vessel-Operating Common Carrier)	Failed to register with RSPA; offered hazardous materials accompanied by a shipping paper that did not include an emergency response telephone number. [107.601(a)(6), 172.604(a)(3)] Case No. 03T-060-NVO-WE	\$1,475

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
NIACET CORP. (Shipper)	Offered various hazardous materials accompanied by a shipping paper that did not list an emergency response telephone number; failed to provide recurrent employee training. [172.201(d), 172.604(a), 172.702(b), 172.704(c)(2)] Case No. 03T-055-SB-EA	\$1,535
NIPCAM GROUP (Shipper)	Offered hazardous materials accompanied by a shipping paper that did not list an emergency response telephone number; failed to provide employee training. [172.201(d), 172.604(a), 172.702(b), 172.704(a)] Case No. 03T-090-SB-SO	\$1,640
NORCHEM CORPORATION (Shipper)	Filled, offered and transported hypochlorite solutions, 8, and hydrogen peroxide, aqueous solutions, with not less than 8 percent but less than 20 percent hydrogen peroxide, 5.1, in intermediate bulk containers that were out of test, and therefore unauthorized; offered these material accompanied by shipping papers that did not list a basic shipping description or an emergency response telephone number; offered hypochlorite solutions without marking, labeling, or placarding the intermediate bulk container; failed to create and retain records of employee training testing. [173.32(a)(2), 173.241(d), 180.352(b)(1) and (2), 172.202(a)(1)-(4), 172.604(a), 172.302(a), 172.326, 172.400(a)(3), 172.504(a), 172.704(d)] Case No. 03T-072-SIBC-WE	\$4,347
NORTH ALABAMA CHEMICAL COMPANY, INC. (Shipper)	Offered hazardous materials accompanied by a shipping paper that included additional information prior to the basic shipping description and did not list an emergency response telephone number; failed to provide employee training. [172.201(a)(4), 172.201(d), 172.604(a), 172.702(b), 172.704(a)] Case No. 04T-066-SD-SO	\$2,400
NORTHWEST COMMUNITY HEALTHCARE (Shipper)	Offered oxygen, compressed, 2.2, accompanied by a shipping paper that did not list a basic shipping description, and offered regulated medical waste, 6.2, accompanied by a shipping paper that did not list a packing group; failed to provide general awareness and function-specific employee training, or create and retain records of training testing; offered oxygen, compressed, 2.2, accompanied by a shipping paper that did not list an emergency response telephone number. [172.202(a)(4), 172.202(a), 172.702(b), 172.704(a)(1) and (2), 172.704(d), 172.604(a)] Case No. 03T-099-SC-CE	\$2,640
NU TECH SPECIALTIES CO. (Shipper)	Offered hazardous materials accompanied by a shipping paper that did not list an emergency response telephone number; failed to provide employee training. [172.604(a), 172.702(b), 172.704(a)] Case No. 03T-048-SB-WE	\$1,537
ODESSA INKORPORATED (Shipper)	Failed to provide employee training. [172.702(b), 172.704(a)] Case No. 03T-111-TRN-SW	\$600
OFI TESTING EQUIPMENT, INC. (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification. [173.22(a)(4), 173.24(f)(2)] Case No. 04T-071-SB-SW	\$935
OIL CENTER RESEARCH, LLC. (Shipper)	Failure to register with RSPA; failed to mark a portable tank with the most current retest date. [107.601(a)(6), 107.608(a) and (b), 180.605(k)] Case No. 03T-120-SIBC-SW	\$650
OLIN CORPORATION, CHLOR ALKALI DIVISION (Shipper)	Offered Class 8 residue in DOT and AAR specification tank cars required to be inspected prior to transportation using a modified inspection program that was no longer authorized, after its authority under the terms of a DOT exemption had expired. [173.31] Case No. 03T-057-EXR-HQ	\$500

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
ONDEO NALCO ENERGY SERVICES (Shipper)	Offered a hazardous material in a packaging the use of which was dependent on a DOT exemption, when it failed to provide a current copy of the exemption to each carrier accepting the packaging. [173.22a(c), DOT-E 10517—Paragraph 10] Case No. 03T-118-EX-SW	\$375
ONTOS PYROTECHNICS, INC. (Shipper)	Failed to provide employee training. [172.702(b), 172.704(a)] Case No. 04T-067-SB-SO	\$600
ORLANDO FIRE EQUIPMENT COMPANY (Cylinder Retester)	Failed to demonstrate the accuracy of the test equipment to within 10 percent of actual test pressure for pressures below 3,000 psi. [180.205(g)(3)(i)] Case No. 04T-007-CR-SO	\$1,460
OXARC, INC. (Cylinder Retester)	Failed to notify the Associate Administrator for Hazardous Materials Safety about a change in retesting personnel; failed to create and retain records of training testing. [107.801(a)(2), 180.205(b), Cylinder Re-qualification Approval Letter dated 08/09/02, 172.704(d)] Case No. 03T-079-CR-WE	\$410
PACIFIC COMMERCIAL SERVICES, INC. (Shipper)	Offered Class 3 material in unauthorized plastic inner packaging, after its authority under the terms of a DOT exemption had expired. [173.173(b)(2), 173.242] Case No. 04T-002-EXR-HQ	\$500
PAN TECHNOLOGY, INC. (Shipper)	Failed to register with RSPA. [107.601(a)(6), 107.608(a) and (b)] Case No. 04T-015-SD-EA	\$400
PARA SCIENTIFIC COMPANY, INC. (Shipper)	Failed to provide employee training; offered hazardous materials accompanied by a shipping paper that failed to include the weight of the hazardous materials. [172.702(b), 172.704(a), 172.202(a)(5)] Case No. 03T-026-TRN-EA	\$735
PARAGON PACKAGING, INC. (Plastic Pail Manufacturer)	Failed to create and retain records of employee training testing. [172.704(d)] Case No. 04T-042-PPM-SW	\$300
PARKER HANNIFIN CORPORATION (Shipper)	Offered 28 shipments in unauthorized packaging after its authority under the terms of a DOT exemption had expired. [173.22(a)(2), 173.22a] Case No. 04T-021-EXR-HQ	\$500
PAYNE'S FIRE EXTINGUISHERS (Cylinder Retester)	Failed to hold a retester's identification number and approval; failed to maintain records of cylinder re-qualification; failed to provide employee training. [180.205(b), 180.215(b), 172.702(b), 172.704(a)] Case No. 03T-004-CR-EA	\$2,000
PEACH STATE CHEMICAL (Shipper)	Offered hazardous materials in used drums marked as meeting a UN standard that were not tested for leakproofness; failed to register with RSPA. [173.28(b)(2)(i), 107.601(a)(6), 107.608(a) and (b)] Case No. 03T-104-SD-SO	\$2,000
PEARSON DENTAL SUPPLY, INC. (Shipper)	Failed to create and retain records of employee training testing. [172.704(d)] Case No. 03T-057-SB -WE	\$290
PENETONE CORPORATION (Shipper)	Failed to close drums in accordance with the manufacturer's closure notification; failed to maintain test records for intermediate bulk containers. [173.22(a)(4), 173.24(f)(2), 180.352(f)] Case No. 04T-012-SD-EA	\$1,525
PERFECTDATA CORPORATION (Shipper)	Failed to provide recurrent employee training. [172.702(b), 172.704(c)(2)] Case No. 03T-086-SB-WE	\$750

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
PERFORMANCE PROCESS, INC. (Shipper)	Failed to register with RSPA; offered phosphoric acid accompanied by a shipping paper that included an unsigned shipper's certification. [107.601(a)(6), 107.608(a) and (b), 172.204(d)] Case No. 03T-115-SIBC-CE	\$800
PERFORMANCE TESTING LABORATORIES, INC. (Third-Party Package Certifier)	Failed to create and retain records of employee training testing; failed to fill inner packages being prepared for testing for liquids to the required 98 percent capacity. [172.704(d), 178.601(e), 178.602(b)] Case No. 04T-032-PC-WE	\$275
PERKINS PRODUCTS, INC. (Shipper)	Failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 04T-053-SD-CE	\$320
PERVO PAINT COMPANY, INC. (Shipper)	Offered paint, 3, accompanied by a shipping paper that listed an incorrect packing group. [172.202(a)(4)] Case No. 03T-085-SP-WE	\$450
PESTICIDE CHEMICALS, INC. (Shipper)	Failing to retain a copy of a shipping paper for at least 375 days after shipment. [172.201(e)] Case No. 03T-112-FDM-SO	\$400
PFALTZ AND BAUERS, INC. (Shipper)	Failed to provide recurrent employee training. [172.702(b), 172.704(c)(2)] Case No. 03T-065-SB-EA	\$900
PHARMCO LABORATORIES, INC. (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification; failed to provide employee training; offered hazardous materials accompanied by a shipping paper that listed an unauthorized emergency response telephone number. [173.22(a)(4), 173.24(f)(2), 172.702(b), 172.704(a), 172.201(d), 172.604(b)] Case No. 03T-114-SD-SO	\$2,640
PHARMCO PRODUCTS, INC. (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification; offered hazardous materials accompanied by a shipping paper that did not list the total quantity and did not identify the material as hazardous. [173.22(a)(4), 173.24(f)(2), 172.201(a)(1), 172.202(a)(5)] Case No. 04T-010-SD-EA	\$1,640
PHILLIP SERVICES CORPORATION (Intermediate Bulk Container Retester)	Failed to create and retain records of employee training testing; failed to record packaging specifications on test records for UN standard intermediate bulk containers, and failed to record the name and address of the person performing testing on test records for DOT specification portable tanks. [172.704(d), 180.605(l), 180.352(f)] Case No. 03T-091-IBCR-SW	\$500
PHOENIX CHEMICAL CO. (Shipper)	Offered corrosive liquid, basic, inorganic, n.o.s. (containing potassium hydroxide), accompanied by a shipping paper that did not identify the material as hazardous and did not include a basic shipping description; failed to mark portable tanks with the UN identification number on two opposite sides. [172.200(a), 172.202(a), 172.302(a)(2)] Case No. 03T-105-SD-SO	\$1,770
PIER TRANSPORTATION (Shipper/Motor Carrier)	Accepted and transported sodium persulfate, 5.1, accompanied by a shipping paper that did not list the hazard class, UN identification number, and packing group, and listed the shipping description out of sequence and a nonexistent DOT exemption. [172.202(a)(2)-(4), 172.202(b), 172.203(a), 177.817(a)] Case No. 04T-036-SBG-CE	\$424

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
PINE KNOLL CONSTRUCTION COMPANY, INC. (Shipper)	Failed to provide employee training; failed to include any of the elements of a proper shipping description on its shipping paper; failed to maintain a copy of an exemption for shipments offered and transported under the terms and conditions of the exemption. [172.702(b), 172.704(a), 172.202(a)(1)-(4), 173.22a(b), DOT-E 11156] Case No. 04T-017-SE-HQ	\$3,550
POLYGUARD PRODUCTS, INC. (Shipper)	Failed to provide employee training. [172.702(b), 172.704(a)] Case No. 03T-136-TRN-SW	\$788
POOL WORKS (Shipper)	Failing to register with RSPA; failed to provide employee training. [107.601(a)(6), 107.608(a) and (b), 172.702(b), 172.704(a)] Case No. 04T-030-SIBC-SO	\$1,200
PORTLAND WELDING SUPPLY, INC. (Cylinder Retester)	Failed to provide employee training. [172.702(b), 172.704(a)] Case No. 03T-056-CRS-EA	\$1,200
PPE RENTALS, INC. (Shipper)	Failed to register with RSPA; offered non-flammable gas without preparing a hazardous materials shipping paper; failed to provide employee training. [107.601(a)(6), 107.608(b), 172.200(a), 172.202(a), 172.702(b), 172.704(a)] Case No. 03T-026-SC-SO	\$3,664
PRECISION IBC, INC. (Packaging Broker)	Failed to provide the manufacturer's closing notification to persons to whom each packaging was transferred; failed to maintain complete and accurate records of intermediate bulk container re-qualification. [178.2(c), 180.352(f), 180.605(l)] Case No. 03T-132-PB-SW	\$1,325
PRIME-A-PAC (Shipper)	Failing to register with RSPA; offered hazardous materials in over-packs that were not marked to indicate that the inner packages complied with prescribed specifications; offered hazardous materials accompanied by a shipping paper that listed an incorrect proper shipping name and included additional information interspersed within the shipping description. [107.601(a)(6), 107.608(a) and (b), 173.25(a)(4), 172.202(a)(2), 172.201(a)(4)] Case No. 04T-006-SB-SO	\$2,600
PRO COLOR PAINT SUPPLY, INC. (Shipper)	Failing to provide employee training. Failing to retain a copy of a shipping paper for at 375 days after shipment. [172.702(b), 172.704(a), 172.201(e)] Case No. 03T-108-SD-SO	\$1,000
PROCHEM CHEMICALS, INC. (Shipper)	Failed to provide in-depth security employee training. [172.702(b), 172.704(a)(5)] Case No. 04T-084-SD-SO	\$275
PROCTOR HOSPITAL (Shipper)	Failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 04T-039-SD-CE	\$360
PVS-NOLWOOD CHEMICALS, INC. (Shipper)	Offered hazardous materials accompanied by a shipping paper that included an unsigned shipper's certification, and failed to retain a copy of a shipping paper for at least 375 days after shipment; failed to provide recurrent employee training. [172.204(d), 172.201(e), 172.702(b), 172.704(c)(2)] Case No. 03T-043-SB-EA	\$1,900

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
PYRO DISPLAY COMPANY (Shipper)	Failed to provide employee training; offered hazardous materials accompanied by a shipping paper that listed the shipping description out of sequence, and that failed to list a packing group, shipper certification, or an emergency response telephone number. [172.702(b), 172.704(a), 172.202(b), 172.202(a)(4), 172.204(a), 172.604(a)] Case No. 04T-062-SE-SO	\$2,400
QUALITEK INTERNATIONAL, INC. (Shipper)	Failing to register with RSPA. [107.601(a)(6), 107.608(a) and (b)] Case No. 04T-056-SD-CE	\$500
QUINTILES PHASE ONE SERVICES, INC. (Shipper)	Failed to provide general awareness and function-specific employee training. [172.702(b), 172.704(a)(1) and (2)] Case No. 03T-095-SB-SW	\$425
R. CARTER & ASSOCIATES, INC. (Cylinder Retester)	Failed to demonstrate the accuracy of the test equipment to within 500 psi of the actual test pressure; failed to properly mark cylinders that had been condemned; failed to properly mark low-pressure cylinders with a retester's identification number and a "S" to indicate a proof pressure test (modified) was used; failed to maintain a current copy of the regulations and copies of applicable DOT exemptions at its facility. [180.205(g)(3)(i), 180.205(a), 180.205(i)(2), 180.213(a), (d), and (f)(4), 180.215(a)(4) and (5)] Case No. 03T-078-CR-SO	\$3,170
R. T. VANDERBILT CO., INC. (Shipper)	Offered waste nitrogen trioxide, 2.3, toxic inhalation hazard, Zone A, under the terms of a DOT exemption without maintaining a copy of the exemption at the facility where it was offered; offered organic peroxide type D, solid (containing t-butyl peroxy 3, 5, 5-trimethylhexanoate), 5.2, accompanied by a shipping paper that (1) listed the basic shipping description in an incorrect sequence, (2) did not list the packing group, and (3) did not list a statement of approval required for this material. [173.22a(b), DOT-E 7835-Paragraph 8.d., 172.202(a)(4), 172.202(b), 172.203(o)(1)] Case No. 04T-011-SC-EA	\$1,400
REDDICK FUMIGANTS, INC. (Shipper)	Offered chloropicrin and methyl bromide solutions in DOT 4BW cylinders with a water capacity greater than 250 pounds after its authority under the terms of a DOT exemption had expired. [173.193(b)] Case No. 03T-061-EXR-HQ	\$750
REGAL PLASTICS (Shipper)	Offered hazardous materials accompanied by a shipping paper that failed to include a basic shipping description such that the material was not indicated as hazardous; failed to provide employee training. [172.200(a), 172.202(a), 172.22(a)(1), 172.702(b), 172.704(a)] Case No. 03T-072-SB-SW	\$1,687
RICHARD'S PACKAGING, INC. (Fiberboard Box Manufacturer)	Failed to provide the manufacturer's closing notification to persons to whom each packaging was transferred; failed to provide general awareness and function-specific employee training. [178.2(c), 172.702(b), 172.704(a)(1) and (2)] Case No. 04T-018-BM-EA	\$1,372
RIG RESOURCE SUPPLY, INC. (Shipper)	Failed to provide security awareness employee training; offered hazardous materials accompanied by a shipping paper that included additional information interspersed within the basic shipping description. [172.702(b), 172.704(a)(4), 172.201(a)(4)] Case No. 04T-081-SBD-SW	\$550

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
RIVE VALLEY COATINGS, INC. (Shipper)	Offered flammable liquids, n.o.s., accompanied by a shipping paper that did not list the technical name in parenthesis; failed to provide employee training, or create and retain records of training testing; failed to close drums in accordance with the manufacturer's closure notification. [172.202(d), 172.702(b), 172.704(a) and (d), 173.22(a)(4), 173.24(f)(2)] Case No. 03T-111-SD-CE	\$2,200
ROAD SCHOLAR TRANSPORT (Motor Carrier)	Failed to report a hazardous materials incident in writing within 30 days of its occurrence. [171.16] Case No. 03T-033-HMI-HQ	\$1,000
ROBBIE MANUFACTURING, INC. (Shipper)	Offered printing ink, 3, accompanied by a shipping paper that failed to list a valid emergency response telephone number; failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [172.604(b), 172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 03T-086-SB-CE	\$1,440
ROBERT BALBI D/B/A CERTIFIED CYLINDER TESTING CO. (Cylinder Retester)	Failed to notify the Office of Hazardous Materials Exemptions and Approvals of a change in test personnel; listed on re-qualification records that cylinders were marked with a "star" when in fact they were not so marked. [173.34(e)(2)(iv), 173.34(e)(8) and (16)] Case No. 02T-013-CR-EA	\$3,066
ROCK-TENN COMPANY (Third-Party Package Certifier)	Represented and certified fiberboard boxes as meeting the UN4G standard, when design qualification testing was not properly conducted; issued a certification directing the manufacturer to improperly mark a fiberboard box marked as meeting the UN4G standard; failed to list the correct UN certification on the design qualification test report. [178.601(g)(2)(ii) and (iv), 178.601(g)(2)(iii), 178.503(a)(4) and (5)(ii)] Case No. 03T-113-PC-SO	\$3,960
RUBY LEATHER 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. 04T-028-SB-CE	\$600
RUSSELLSTANLEY CORPORATION (Plastic Drum Manufacturer)	Manufactured, marked, certified and sold drums as meeting the UN1H2 standard, when they were not capable of passing the drop test. [178.2(b), 178.601(b), 178.603] Case No. 03T-070-PDM-EA	\$3,500
RUSSELLSTANLEY CORPORATION (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold plastic drums as meeting the UN1H1 standard, when they were not capable of passing the leak-proofness test. [178.601(a), 178.604(f)] Case No. 04T-047-PDM-SW	\$3,150
RUSSELLSTANLEY CORPORATION Steel Drum Manufacturer)	Manufactured, marked, certified, and sold steel and plastic drums as meeting UN standards, when it failed to maintain the prescribed information on the design qualification and period retest test records. [178.601(l)] Case No. 04T-024-DM-SW	\$400
S & M FOOD SERVICE CO., INC. (Shipper)	Offered hazardous materials accompanied by a shipping paper that failed to include a basic shipping description such that the material was not indicated as hazardous; failed to provide employee training. [172.200(a), 172.202(a), 172.22(a)(1), 172.702(b), 172.704(a)] Case No. 04T-025-SB-SW	\$1,575
SAFETECH (Shipper)	Failed to retain copies of shipping papers for at least 375 days after shipment. [172.201(e)] Case No. 04T-021-SB-CE	\$400
SAFETY SERVICES, INC. (Cylinder Retester)	Failed to maintain complete and accurate records of retest and reinspection. [180.215(b)] Case No. 03T-038-CR-CE	\$1,000

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
SALVOX MFG. COMPANY (Shipper)	Failed to provide recurrent employee training. [172.702(b), 172.704(c)(2)] Case No. 03T-103-SB-CE	\$750
SAVANNAH BRUSH & CHEMICAL COMPANY (Shipper)	Offered hazardous materials in used drums marked as meeting UN stan- dards that were not tested for leakproofness. [173.28(b)(2)(i)] Case No. 03T-097-SD-SO	\$1,200
SAVOGRAN (Shipper)	Failed to close drums in accordance with the manufacturer’s closure notifi- cation. [173.22(a)(4), 173.24(f)(2)] Case No. 03T-105-SD-CE	\$1,000
SCHLOUCH, INC. (Shipper)	Failed to create and retain records of employee training testing; offered hazardous materials accompanied by a shipping paper that did not list the technical name of a product in association with the generic shipping name; or list the unit of measure for the quantity of material; failed to maintain a current copy of a DOT exemption at the shipping location. [172.704(d), 172.203(k), 172.202(a)(5), 173.22a(b)] Case No. 04T-014-SE-HQ	\$1,350
SCHOLLE CORPORATION (Shipper)	Offered shipments of hazardous materials in fiberboard boxes marked as meeting the UN4G/Y7.4 standard, when the gross mass of the packaging exceeded the gross mass authorized by the packaging certification, thereby rendering the packaging unauthorized. [173.22(a)(2), 178.503(a)(4)(ii)] Case No. 04T-045-SB-SO	\$1,200
SCHWEITZERMAUDUIT INTERNATIONAL, INC. (Shipper)	Allowed tank cars containing certain hazardous materials to remain stand- ing with the unloading connection attached when no materials were being transferred and only a minimal level of monitoring was maintained, after its authority under the terms of a DOT exemption had expired. [174.67(i) and (j)] Case No. 04T-007-EXR-HQ	\$500
SCUBA NETWORK (Cylinder Retester)	Failed to demonstrate the accuracy of the test equipment to within 500 psi of the actual test pressure. [180.205(g)(3)(i)] Case No. 03T-109-CR-SO	\$1,460
SEARS & ANDERSON FIRE & SAFETY SERVICE (Cylinder Retester)	Failed to properly mark a condemned cylinder or render it incapable of holding pressure; failed to maintain complete and accurate records of cylin- der re-qualification; failed to notify the cylinder owner in writing that a cylinder had been condemned. [180.205(i)(2), 180.215(b), 180.205(i)(2)] Case No. 04T-011-CRS-CE	\$2,400
SEGERDAHL GRAPHICS (Shipper)	Failed to provide general awareness and function-specific employee train- ing, or create and retain records of training testing. [172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 04T-030-SD-CE	\$361
SEITZ INCORPORATED (Shipper)	Failed to mark a packaging with the proper shipping name and UN identifi- cation number; failed to register with RSPA. [172.301(a), 107.601(a)(6), 107.608(b)] Case No. 03T-098-SP-SW	\$1,500
SERCEL, INC. (Shipper)	Offered hazardous materials accompanied by a shipping paper that listed an unauthorized emergency response telephone number. [172.604(b)] Case No. 04T-083-SB-SW	\$1,100
SERRA INTERNATIONAL, INC. (Non-Vessel-Operating Common Carrier)	Failed to provide recurrent general awareness and function-specific employee training. [172.702(b), 172.704(a)(1) and (2), 172.704(c)(2)] Case No. 04T-018-NVO-WE	\$275

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
SFB PLASTICS, INC. (Fiberboard Box Manufacturer)	Failed to provide the manufacturer’s closing notification to persons to whom each packaging was transferred. [178.2(c)] Case No. 04T-046-BM-EA	\$1,250
SHIELD PACKAGING OF CALIFORNIA, INC. (Shipper)	Failed to provide recurrent general awareness and function-specific employee training. [172.702(b), 172.704(a)(1) and (2), 172.704(c)(2)] Case No. 03T-080-SB-WE	\$425
SHIP-PAC (Shipper)	Offered flammable liquid accompanied by a shipping paper that listed an emergency response telephone number not monitored at all time by a person responsible for providing information; failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [172.604(b), 172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 03T-091-SB-CE	\$1,150
SIC TECHNOLOGIES (Shipper)	Failed to register with RSPA. [107.601(a)(6), 107.608(a) and (b)] Case No. 04T-077-SD-SO	\$400
SIMPLEX GRINNELL (Shipper)	Failed to retain shipping papers for at least 375 days after acceptance of shipments of hazardous materials; failed to provide employee training, or create and retain records of training testing. [172.201(e), 172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 03T-083-SC-CE	\$1,000
SONMAN, INC. (Shipper)	Offered corrosive liquid, n.o.s. (containing ferric ammonium PDTA), and corrosive liquid, acidic, organic, n.o.s. (containing organic amine sulfate), accompanied by a shipping paper that listed an unauthorized emergency response telephone number; failed to create and retain records of employee training testing; failed to provide security awareness employee training. [172.604(b), 172.704(d), 172.702(b), 172.704(a)(4)] Case No. 04T-012-SB-WE	\$1,460
SOURCEONE HEALTHCARE TECHNOLOGIES, INC. (Shipper)	Offered hazardous materials accompanied by a shipping paper that (1) included additional information interspersed within the basic shipping description, (2) omitted the letters “UN” from the UN identification number, (3) entered the number “11” in the packing group instead of “II,” (4) did not list the technical name, (5) did not list the unit of measure, and (6) included an unsigned shipper’s certification; failed to provide employee training. [172.201(a)(4), 172.202(a)(3)-(5), 172.203(k), 172.204(d), 172.702(b), 172.704(a)] Case No. 04T-050-SB-EA	\$1,600
SOUTH BAY FIRE EXTINGUISHER CO., INC. (Cylinder Retester)	Failed to create and retain records of training testing. [172.704(d)] Case No. 03T-080-CR-EA	\$275
SOUTH TEXAS TRAFFIC COMPANY, INC. (Freight Forwarder)	Offered hazardous materials accompanied by a shipping paper that did not list an emergency response telephone number; and that included additional unauthorized information within the basic shipping description. [172.604(a), 172.201(d), 172.201(a)(4)] Case No. 04T-012-FF-SW	\$1,545
SOUTHERN DISPOSAL SYSTEMS, LLC. (Shipper)	Offered regulated medical waste, 6.2, in 38-, 96-, and 200-gallon outer packaging with inner plastic bags, when the packaging lids and the inner bags were not securely closed to prevent release of contents during transportation, thereby reducing the effectiveness of the packaging; failed to provide employee training; offered hazardous materials accompanied by a shipping paper that did not include the total quantity of the material. [173.24(a)(2), (b), and (f)(1), 173.22, 177.801, 172.702(b), 172.704(a), 172.202(c)] Case No. 03T-080-RMW-SO	\$1,850

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
SOUTHERN IONICS, INC. (Shipper)	Failed to close drums in accordance with the manufacturer's closure notification. [173.22(a)(4), 173.24(f)(2)] Case No. 04T-070-SD-SW	\$935
SOVEREIGN SPECIALITY CHEMICALS (Shipper)	Offered hazardous materials in a portable tank marked as meeting the DOT 57 specification that was out of test. [173.32(a), 180.605(c)(3)] Case No. 04T-086-SD-SO	\$1,400
SPECIALTY COATINGS & CHEMICALS, INC. (Shipper)	Failed to provide recurrent employee training. [172.702(b), 172.704(c)(2)] Case No. 04T-039-SP-WE	\$375
SPECIALTY CONCRETE PRODUCTS (Shipper)	Failed to register with RSPA; failed to conduct recurrent employee training. [107.601(a)(6), 107.608(a) and (b), 172.702(b), 172.704(c)(2)] Case No. 04T-052-SB-SO	\$1,000
SPECIALTY PACKAGING AND CONTAINER CORPORATION (Shipper)	Offered hazardous materials accompanied by a shipping paper that did not list an emergency response telephone number; failed to create and retain records of employee training testing. [172.201(d), 172.604(a), 172.704(d)] Case No. 03T-120-SB-SO	\$775
SPECIALTY PRODUCTS USA, INC. (Shipper)	Failed to provide employee training. [172.702(b), 172.704(a)] Case No. 03T-084-SB-SO	\$600
ST. GEORGE WAREHOUSE & TRUCKING CO. OF CALIFORNIA (Shipper)	Offered corrosive liquid, basic, organic, n.o.s. (containing tris (2-hydroxymethyl) methyl ammonium hydroxide), accompanied by a shipping paper that did not list the proper shipping name and total weight of the material; failed to provide general awareness and function-specific employee training; failed to register with RSPA. [172.202(a)(1) and (5), 172.702(b), 172.704(a)(1) and (2), 107.601(a)(6), 107.608(a)] Case No. 04T-002-SD-WE	\$1,750
ST. JAMES HOSPITAL & HEALTH CENTER (Shipper)	Offered hazardous waste accompanied by a shipping paper listing an emergency response telephone number not monitored by a responsible person; failed to provide general awareness and function-specific employee training, or create and retain records of training testing; offered regulated medical waste under a DOT exemption accompanied by a shipping paper that did list the exemption number. [172.604(b), 172.702(b), 172.704(a)(1) and (2), 172.704(d), 172.203(a)] Case No. 03T-095-SD-CE	\$1,395
ST. MARGARET MERCY HEALTHCARE CENTER (Shipper)	Failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 04T-001-SIBC-CE	\$500
STAMPRETE INTERNATIONAL, LTD. (Shipper)	Failed to provide employee training; offered hazardous materials accompanied by a shipping paper that did not list an emergency response telephone number; failed to mark packaging with the proper shipping name and UN identification number; failed to close drums in accordance with the manufacturer's closure notification. [172.702(b), 172.704(a), 172.201(d), 172.604(a), 172.301(a), 173.22(a)(4), 173.24(f)(2)] Case No. 03T-075-SP-EA	\$4,320
STANDARD BATTERY, INC. (Shipper)	Failed to provide recurrent employee training, or create and retain records of training testing. [172.702(b), 172.704(c)(2), 172.704(d)] Case No. 03T-093-SB-CE	\$600

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
STANDARD SUPPLY CO. (Shipper)	Offered hazardous materials accompanied by shipping documentation that did not identify or describe the material as hazardous or provide an emergency response telephone number; failed to provide general awareness and function-specific employee training. [172.200(a), 172.201(d), 172.202(a), 172.702(b), 172.704(a)(1) and (2)] Case No. 04T-001-SP-SW	\$2,755
STANISLAUS FIRE PROTECTION SERVICES, INC. (Cylinder Retester)	Failed to list the name or symbol of the manufacturer in its facility records. [180.215(b)] Case No. 03T-061-CR-WE	\$500
STAR DISTRIBUTING COMPANY (Shipper)	Offered compounds, cleaning, liquid, 8, accompanied by a shipping paper that did not identify or describe the material as hazardous or provide an emergency response telephone number; failed to provide employee training. [172.200(a), 172.201(d), 172.202(a), 172.702(b), 172.704(a)] Case No. 04T-040-SD-SO	\$1,800
STATE UNIVERSITY OF NEW YORK (Shipper)	Failed to close exemption packaging containing regulated medical waste in accordance with the manufacturer's closure notification. [173.22(a)(4), 173.24(f)(2)] Case No. 02T-006-SBG-EA	\$1,847
STEAMATIC, INC. (Shipper)	Failed to register with RSPA. [107.601(a)(6), 107.608(a) and (b)] Case No. 04T-044-SBD-SW	\$500
STOP FIRE SALES & SERVICE (Cylinder Retester)	Failed to demonstrate the accuracy of the test equipment to within 500 psi of the actual test pressure. [180.205(g)(3)(i)] Case No. 04T-020-CR-SO	\$1,000
STRATHMORE PRODUCTS, INC. (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification. [173.22(a)(4), 173.24(f)(2)] Case No. 03T-073-SD-EA	\$1,000
STREAMWOOD PLATING CO. (Shipper)	Failed to provide employee training, or create and retain records of training testing. [172.702(b), 172.704(a) and (d)] Case No. 04T-041-SD-CE	\$480
SUMTER PACKAGING CORPORATION (Steel Drum Manufacturer)	Failed to provide the manufacturer's closing notification to persons to whom each packaging was transferred. [178.2(c)] Case No. 04T-055-DM-SO	\$1,000
SUN PACKAGING, INC. (Shipper)	Marked and labeled a packaging as containing a hazardous material when none was [171.2(f)(2), 172.303(a)] Case No. 03T-094-SBD-SW	\$425
SUN RAY CHEMICAL COMPANY, INC. (Shipper)	Offered xylene, 3, accompanied by a shipping paper that listed an unauthorized emergency response telephone number. [172.604(b)] Case No. 04T-025-SP-WE	\$485
SUNLAND CHEMICAL & RESEARCH CORPORATION (Shipper)	Failed to register with RSPA. [107.601(a)(6), 107.608(a) and (b)] Case No. 03T-075-SD-WE	\$4,235
SUNLAND CHEMICAL & RESEARCH CORPORATION (Shipper)	Offered corrosive liquid, toxic, n.o.s. (containing sulfuric acid and hydrofluoric acid), 8, UN2922, PG II, in packaging marked with the wrong proper shipping name and UN identification number; affixed hazard warning labels to the packaging that were only two inches on each side; offered this material accompanied by a shipping paper that mis-identified the material as UN1786, PG I. [172.301(a), 172.407(c), 172.202(a)(1)-(3)] Case No. 04T-017-SB-WE	\$375

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
SUNLAND SANITARY SUPPLY, INC. (Shipper)	Offered corrosive liquid, basic, organic, n.o.s. (containing monoethanolamine and sodium hydroxide), accompanied by a shipping paper that listed an incorrect UN identification number, did not list the technical name of the material, and included an unsigned shipper's certification; failed to provide employee training; failed to register with RSPA. [172.202(a)(3), 172.203(k), 172.204(d), 172.702(b), 172.704(a), 107.601(a)(6), 107.608(b)] Case No. 03T-080-SBD-SW	\$2,200
SUPERIOR FIRE & SAFETY EQUIPMENT CO., INC. (Cylinder Retester)	Failed to demonstrate the accuracy of the test equipment to within 500 psi of the actual test pressure. [180.205(g)(3)(i)] Case No. 04T-015-CR-SO	\$1,460
SYNGENTA CROP PROTECTION, INC. (Fiberboard Box Manufacturer)	Manufactured, marked, certified and sold fiberboard boxes as meeting the UN4G standard without conditioning them prior to testing; failed to maintain complete design qualification test records for fiberboard boxes certified as meeting UN4G standard; failed to close packaging in accordance with the manufacturer's closure notification. [178.601(d), 178.602(l), 173.22(a)(4), 173.24(f)(2)] Case No. 04T-057-BM-SO	\$2,600
T & G CHEMICAL & SUPPLY COMPANY, INC. (Shipper)	Failed to provide employee training. [172.702(b), 172.704(a)] Case No. 03T-112-TRN-SW	\$480
TANGRAM COMPANY, LLC. (Shipper)	Failed to register with RSPA. [107.601(a)(6), 107.608(a) and (b)] Case No. 03T-068-SB-EA	\$400
TANNER INDUSTRIES, INC. (Shipper)	Failed to provide recurrent employee training. [172.702(b), 172.704(c)(2)] Case No. 04T-038-SD-EA	\$300
TANNER INDUSTRIES, INC. (Shipper)	Offered ammonia solutions, 8, in intermediate bulk containers marked as meeting the UN31H1 standard that had not been tested within the prescribed intervals. [173.35(a), 173.241(d), 180.352(a)] Case No. 04T-043-SIBC-EA	\$1,200
THE BRULIN CORPORATION (Shipper)	Failed to provide recurrent employee training, or create and retain records of recurrent training testing. [172.702(b), 172.704(c)(2), 172.704(d)] Case No. 04T-029-SP-CE	\$600
THE BURROWS COMPANY (Shipper)	Offered organic peroxide, type E, liquid, 5.2, accompanied by a shipping paper that did not include a shipper's certification; or an emergency response telephone number; failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [172.204(a), 172.604(a), 172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 03T-088-SB-CE	\$1,840
THE CHAMPION COMPANY (Shipper)	Failed to provide employee training, or create and retain records of training testing. [172.702(b), 172.704(a) and (d)] Case No. 04T-051-SB-CE	\$480
THE EUCLID CHEMICAL COMPANY, TREMCO. DIVISION (Shipper)	Failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 03T-113-SBD-CE	\$450

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
THE SHERWINWILLIAMS COMPANY (Shipper)	Failure to close packaging in accordance with the manufacturer's closure notification; failed to provide function-specific employee training; offered hazardous materials accompanied by a shipping paper that included an unsigned shipper's certification. [173.22(a)(4), 173.24(f)(2), 172.702(b), 172.704(a)(2), 172.204(d)] Case No. 03T-113-SDP-SW	\$1,845
THERMO KING CORPORATION (Shipper)	Offered temperature-controlled equipment for use in motor vehicles engaged in the transportation of Class 3 and Division 2.1 materials under the terms of a DOT exemption after its authority under the exemption had expired. [177.834(l)(2)(i)] Case No. 04T-006-EXR-HQ	\$500
THREE G PREMIUM SUPPLY, INC. (Shipper)	Failure to mark a packaging with a proper shipping name and UN identification number. [172.301(a)] Case No. 04T-007-SD-SW	\$1,125
TOXCO, INC. (Shipper)	Offered a hazardous material under the terms and conditions of a DOT exemption allowing one-time-only transportation, when it was not authorized by the exemption; offered a hazardous material accompanied by a shipping paper that did not include a shipper's certification; failed to durably mark a DOT exemption number on a bulk packaging and failed to correctly display the UN identification number on the bulk packaging. [173.244, 172.204(a), 172.302(c), 173.332] Case No. 04T-010-RMS-HQ	\$2,000
TRAILINER CORP. (Motor Carrier)	Failed to report a hazardous materials incident in writing within 30 days of its occurrence. [171.16] Case No. 03T-072-HMI-EA	\$625
TRANSCHEM (Shipper)	Failed to provide initial and recurrent employee training. [172.702(b), 172.704(a) and (c)(2)] Case No. 04T-027-SBD-SW	\$450
TRI-COUNTY FIRE & SAFETY EQUIPMENT COMPANY (Cylinder Retester)	Failed to demonstrate the accuracy of the test equipment to within 500 psi of the actual test pressure; failed to provide employee training; failed to maintain complete and accurate records of cylinder re-qualification. [180.205(g)(3)(i), 172.702(b), 172.704(a), 180.215(b)(2)] Case No. 04T-009-CR-SO	\$2,460
TRI-STATE COATINGS, INC. (Shipper)	Offered hazardous materials without providing a shipping paper; failed to provide employee training. [172.200(a), 172.202(a), 172.702(b), 172.704(a)] Case No. 04T-030-SP-SW	\$1,600
TRI-STATE INGREDIENTS, INC. (Shipper)	Failed to provide general awareness and function-specific employee training, or create and retain records of training testing; offered phosphoric acid accompanied by a shipping paper that failed to follow one or more of the three approved formats for listing hazardous materials. [172.702(b), 172.704(a)(1) and (2), 172.704(d), 172.201(a)(1)] Case No. 04T-013-SP-CE	\$1,100
TRIANGLE CHEMICAL COMPANY (Shipper/Cylinder Retester)	Offered a hazardous material accompanied by a shipping paper that did not listing the hazard class or a DOT exemption number; and listed an unauthorized emergency response telephone number; failed to maintain accurate records for DOT 57 portable tank re-qualification; failed to maintain a current copy of the regulations and current copies of applicable DOT exemptions at its cylinder re-qualification facility. [172.202(a)(2), 172.203(a), 172.604(b), 180.605(k)(2), 180.605(l), 180.215(a)] Case No. 04T-011-SPT-SO	\$3,425
TRINITY COATINGS COMPANY (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification. [173.22(a)(4), 173.24(f)(2)] Case No. 04T-040-SD-SW	\$935

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
TYCO SAFETY PRODUCTS D/B/A WILDFIRE (Shipper)	Offered hazardous materials accompanied by a shipping paper that did not list a proper shipping name or an emergency response telephone number; failed to create and retain records of employee training testing. [172.202(a)(1), 172.604(a), 172.704(d)] Case No. 03T-095-SD-SO	\$2,050
U.S. LIQUIDS OF DETROIT (Shipper)	Offered asbestos, RQ, 9, accompanied by a shipping paper that listed an unauthorized emergency response telephone number; offered waste corrosive liquid and waste flammable liquid accompanied by a shipping paper that failed to follow one of the three approved formats for entering hazardous materials. [172.604(b), 172.201(a)] Case No. 04T-024-SD-CE	\$1,900
UMICORE (Shipper)	Failed to provide function-specific employee training. [172.702(b), 172.704(a)(2)] Case No. 04T-061-SD-SO	\$275
UNIPAC SHIPPING, INC. (Shipper)	Failed to register with RSPA; failed to provide employee training; offered hazardous materials accompanied by a shipping paper that did not include a shipper's certification. [107.601(a)(6), 172.702(b), 172.704(a), 172.204(a)] Case No. 04T-040-SBG-EA	\$1,626
UNITED GREEN MARK, INC. (Shipper)	Offered adhesives, 3, accompanied by a shipping paper that did not list the proper shipping name, hazard class, UN identification number, and packing group, or an emergency response telephone number; failed to provide employee training. [172.202(a)(1)-(4), 172.604(a), 172.702(b), 172.704(a)] Case No. 03T-066-SB-WE	\$2,700
UNIVAR USA, INC. (Shipper)	Offered hypochlorite solution in an intermediate bulk container on which the most recent date of retest and UN standard certification marking had not been marked; failed to prepare and retain a record of the most recent periodic retest. [180.352(c)(1), 180.352(e), 180.352(f)] Case No. 03T-100-SIBC-SW	\$750
UNIVERSAL PACKAGING COMPANY (Shipper)	Failed to provide employee training. [172.702(b), 172.704(a)] Case No. 03T-083-SB-SO	\$600
UNIVERSITY OF SOUTH ALABAMA (Shipper)	Failed to create and retain records of training testing. [172.704(d)] Case No. 03T-107-SIBC-SO	\$500
UTILITY ENTERPRISES COMPANY (Shipper)	Offered sulfuric acid in a quantity that exceeded the authorized gross weight marked on the packaging, which was a fiberboard box marked as meeting the UN4G/Y28.3/S standard. [173.22(a)(2), 173.202(a)] Case No. 03T-040-SB-EA	\$2,400
VALDES ENTERPRISES (Shipper)	Failed to provide employee training, or create and retain records of training testing; offered ethanol solutions accompanied by a shipping paper that failed to include a shipper's certification. [172.702(b), 172.704(a) and (d), 172.204(a) and (d)] Case No. 04T-045-SD-CE	\$1,100
VENUS LABORATORIES, INC. (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification. [173.22(a)(4), 173.24(f)(2)] Case No. 03T-082-SD-CE	\$1,250
VERSA CHEM, INC. (Shipper)	Offered a hazardous material accompanied by a shipping paper that included an unsigned shipper's certification; failed to provide employee training. [172.204(d), 172.702(b), 172.704(a)] Case No. 04T-054-SD-SO	\$920

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
VOLUNTEER ADHESIVES CORPORATION (Shipper)	Failed to provide employee training. [172.702(b), 172.704(a)] Case No. 04T-033-SB-SO	\$600
WALCO INTERNATIONAL, INC. (Shipper)	Failed to mark the packaging with the proper shipping name and UN identification number; offered isopropanol solution (containing isopropyl alcohol) accompanied by a shipping paper that did not list the materials in one of the three approved formats, that listed incorrect shipping descriptions or did not list any; failed to provide general awareness employee training. [172.301(a), 172.201(a)(1), 172.202(a)(1)-(4)], 172.702(b), 172.704(a)(1)] Case No. 03T-099-SB-SO	\$2,650
WALKER MANUFACTURING AND DISTRIBUTION, INC. (Shipper)	Offered hazardous materials accompanied by a shipping paper that did not list an emergency response telephone number; and that did not list the hazard class or the basic shipping description in the required sequence; failed to provide employee training. [172.604(a), 172.202(a)(2), 172.202(b), 172.702(b), 172.704(a)] Case No. 03T-129-SD-SW	\$2,025
WALL TIES & FORMS, INC. (Shipper)	Offered hazardous materials without preparing a shipping paper; offered hazardous materials accompanied by a shipping paper that listed an incorrect proper shipping name; failed to register with RSPA; failed to provide general awareness employee training. 172.200(a), 172.202(a), 172.202(a)(1), 107.601(a)(6), 107.608(b), 172.702(b), 172.704(a)(1)] Case No. 04T-052-SIBC-SW	\$2,550
WALMART.COM (Shipper)	Offered limited quantities of liquids and solids containing ethyl alcohol not in compliance with the regulations, after its authority under the terms of a DOT exemption had expired. [173.150] Case No. 04T-004-EXR-HQ	\$500
WARREN'S EXCAVATING & DRILLING, INC. (Shipper)	Failed to create and retain records of employee training testing; offered hazardous materials accompanied by a shipping paper that did not list a DOT exemption number; failed to maintain a current copy of a DOT exemption at the shipping location where the material was offered. [172.704(d), 172.203(a), 173.22a(b), DOTE 11156] Case No. 04T-013-SE-HQ	\$975
WASTE MANAGEMENT (Shipper)	Offered asbestos, 9, RQ, accompanied by a shipping paper that did not list an emergency response telephone number; offered this material accompanied by a shipping paper that did not include a basic shipping description. [172.604(a), 172.202(a)] Case No. 04T-015-SBG-CE	\$2,800
WATTERS AND MARTIN, INC. (Shipper)	Offered hydrochloric acid solution accompanied by a shipping paper that did not list an emergency response telephone number and included an unsigned shipper's certification. [172.604(a), 172.204(d)] Case No. 03T-050-SD-EA	\$1,100
WELD-RITE SERVICES, INC. (Shipper)	Failed to provide general awareness and function-specific employee training, or create and retain records of training testing. [172.702(b), 172.704(a)(1) and (2), 172.704(d)] Case No. 04T-057-SD-CE	\$480
WESMAR COMPANY, INC. (Shipper)	Failed to close packaging in accordance with the manufacturer's closure notification. [173.22(a)(4), 173.24(f)(2)] Case No. 04T-029-SD-WE	\$935

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
WEST GEORGIA FIRE EXTINGUISHER (Cylinder Retester)	Failed to demonstrate the accuracy of the test equipment to within 500 psi of the actual test pressure; failed to hold the minimum test pressure for at least 30 seconds; failed to notify the owner in writing regarding a cylinder that was condemned. [180.205(g)(3)(i), 180.205(g)(5), 180.205(h)(2)] Case No. 04T-034-CR-SO	\$3,020
WEST PENN LACO, INC. (Cylinder Retester)	After equipment failure, repeated the hydrostatic test at the same pressure, rather than at 10 percent or 100 psi higher (whichever is lower), and failed to explain the reason for the second test in the records. [180.205(g)(5), 180.215(b)(2)] Case No. 04T-022-CR-EA	\$1,550
WEST POINT SUPPLY COMPANY, INC. (Shipper)	Failed to register with RSPA; offered hazardous materials accompanied by a shipping paper that did not list an emergency response telephone number; and that did not list the proper shipping name, hazard class, and UN identification number; failed to affix a subsidiary warning label to a packaging. [107.601(a)(6), 172.604(a), 172.202(a)(1)-(3), 172.400(a), 172.402(a)] Case No. 03T-047-SC-EA	\$3,060
WEST TEXAS DRUM COMPANY, INC. (Drum Reconditioner)	Failed to provide general awareness and function-specific employee training. [172.702(b), 172.704(a)(1) and (2)] Case No. 04T-014-DR-SW	\$525
WILCHEM, INC. (Shipper)	Failed to provide recurrent employee training; offered hazardous materials accompanied by a shipping paper that included an unsigned shipper's certification. [172.702(b), 172.704(c)(2), 172.204(d)] Case No. 03T-068-SD-WE	\$1,150
WILSON FIRE EQUIPMENT (Cylinder Retester)	Failed to maintain current copies of applicable CGA pamphlets at its facility; failed to properly mark a condemned cylinder or render it incapable of holding pressure. [180.215(a), 180.205(i)(2)] Case No. 04T-076-CR-SW	\$680
WORLDWIDE SUPPLY (Shipper)	Failure to provide employee training; failed to register with RSPA. [172.702(b), 172.704(a), 107.601(a)(6), 107.608(a) and (b)] Case No. 03T-114-SB-SW	\$900
WORTHINGTON BIOCHEMICAL CORP. (Shipper)	Offered flammable liquid, n.o.s. (containing acetone) accompanied by a shipping paper that listed an emergency response telephone number of a person who did not accept responsibility for providing information concerning the hazardous materials; failed to register with RSPA. [172.600(b) and (c), 172.604(b), 107.601(a)(6), 107.608(a)] Case No. 03T-052-SP-EA	\$1,680
WURTH U.S.A., INC. (Shipper)	Offered flammable liquid, n.o.s. (containing isopropanol hexane), in an over-pack that was not marked to indicate that the inside packages complied with prescribed specifications; offered this material in inner packages that were placed in the packaging with their closures not in the upright position and without marking the orientation arrows with the correct orientation; failed to affix the hazard warning label on the same surface of the packaging as the proper shipping name; failed to provide employee training. [173.25(a)(4), 172.312(a)(1) and (2), 172.406(a)(1)(ii), 172.702(b), 172.704(a)] Case No. 03T-082-SP-WE	\$4,150
WYNCO, LLC. (Shipper)	Failed to provide general awareness and function-specific employee training. [172.702(b), 172.704(a)(1) and (2)] Case No. 03T-124-TRN-SW	\$595

Pipeline and Hazardous Materials Safety Administration—Tickets

NAME	VIOLATION(S)/SUMMARY	PENALTY
XL ADHESIVES, LLC. (Shipper)	Failed to register with RSPA; offered a hazardous material accompanied by a shipping paper that did not include a signed shipper's certification. [107.601(a)(6), 107.608(a) and (b), 172.204(a)] Case No. 03T-091-SC-SO	\$920
XYNATECH, INC. (Shipper)	Offered hazardous materials accompanied by a shipping paper that listed an unauthorized emergency response telephone number; failed to create and retain records of employee training testing. [172.604(b), 172.704(d)] Case No. 04T-002-SD-SW	\$1,250
YORK CONTAINER COMPANY (Fiberboard Box Manufacturer)	Failed to provide general awareness and function-specific employee training. [172.702(b), 172.704(a)(1) and (2)] Case No. 03T-078-BM-EA	\$400
YOUNG'S ENVIRONMENTAL CLEANUP, INC. (Shipper)	Offered and transported waste aerosol cans containing a flammable propellant over-packed in drums marked as meeting the UN1A1 and UN1A2 standards weighing more than 66 pounds, after its authority under the terms of a DOT exemption had expired. [173.306] Case No. 04T-008-EXR-HQ	\$500

United States Coast Guard

NAME	VIOLATION(S)/SUMMARY	PENALTY
GREEN HORNET ENVIRONMENTAL MANAGEMENT, INC. (Shipper)	Container was improperly placarded. [172.504(a)] Case No. 1749123	\$2,400
GREEN HORNET ENVIRONMENTAL MANAGEMENT, INC. (Carrier)	Hazardous material was not secured to prevent movement. [176.69(d)] Case No. 1749123	\$3,000
MIKADO SHIPPING CORP. S.A. (Shipper)	Vessel M/V COSETTE traveled from Boston, MA to Staten Island, NY with a cargo of approximately 50 vehicles. New York Marine Inspectors at Staten Island, NY facility found keys in the ignitions of all motor vehicles and seven motor vehicles contained over a 1/4 tank of gasoline, a violation of 49 CFR 176.905. [176.905(a)(2) (6)] Case No. 1794217	\$15,000
PRIORITY RO-RO SERVICES, INC. (Carrier)	General cargo container was placarded. [172.502] Case No. 177604	\$450
VENTURE DISTRIBUTORS, INC. (Shipper)	Container Number: GLDU0518916 Primary Hazard: Corrosive Secondary Hazard: Subpart E-Labeling Sec. 172.400 General labeling requirements. Except as specified in Sec. 172.400a, each person who offers for transportation or transports a hazardous material in any of the following packages or containment devices, shall label the package or containment device with labels specified for the material in the Sec. 172.101 table. Sec. 172.101 Purpose and use of hazardous materials table. The Hazardous Materials Table (Table) in this section designates the materials listed therein as hazardous materials for the purpose of transportation of those materials. For each listed material, the Table identifies the hazard class or specifies that the material is forbidden in transportation, and gives the proper shipping name or directs the user to the preferred proper shipping name. In addition, the Table specifies or references requirements in this subchapter pertaining to labeling, packaging, quantity limits aboard aircraft and stowage of hazardous materials aboard vessels. On the bill of Lading the following UN number is used for the batteries: UN 2794 UN 2794 located in the 49 CFR 172.101 Hazardous Materials Table, Therefore it must meet the labeling requirements and does not meet the exceptions outlined in 49 CFR. [173.159, 172.101, 172.400] Case No. 1860686	\$500