

Research and Special Programs Administration - Civil Penalty Cases

ABC COMPOUNDING COMPANY, INC. (Shipper)	Represented, marked, certified, and offered hazardous materials in aerosol containers that were not properly tested because the temperature of the hot water bath was too low; offered hazardous materials in unauthorized, non-specification packagings; failed to provide employee training and create and retain records of training and testing. [173.306(a)(3)(v), 173.173, 172.702(b), 172.704(a)(d)] Case No. 99-208-SP-SW	\$8,175
ABC CORP. (Shipper)	Offered hazardous materials in non-specification outer packagings. [173.245(a), 173.202] Case No. 96-217-SB-WE	\$6,500
ADVANC PLASTICS UNLIMITED, INC. (Plastic Jerrican Manufacturer)	Manufactured, marked, certified, and sold plastic jerricans when design qualification tests had not been performed; failed to perform the leakproofness test on all packagings; failed to provide employee function specific and awareness training; failed to mark the complete identification code, correct year of manufacture, and the minimum thickness of jerricans; failed to provide closure instructions in writing for jerricans. [178.601(d), 178.604(b)(1), 172.702(b), 172.704(a)(1), 172.704(a)(2), 178.503(a)(2), 178.503(a)(6), 178.503(a)(9)(ii), 178.2(c)] Case No. 99-054-JM-EA	\$8,800
AEROSOL SYSTEMS, INC. (Shipper)	Offered aerosols in metal containers that had not been subjected to a water bath test. [173.306(a)(3)(v)] Case No. 99-169-SC-WE	\$3,750
AHS HOSPITAL CORP. D/B/A OVERLOOK HOSPITAL (Shipper)	Transported regulated medical wastes, purportedly under the terms of a DOT exemption, in inner packages that were not authorized. [173.134(b)(3), 173.197(a), DOT-E 10818-Paragraphs 7.b and 7.b.i] Case No. 99-091-SBG-EA	\$8,750
ALDEN LEEDS, INC. (Fiber Box Manufacturer/ Shipper)	Manufactured, marked, certified, and offered fiberboard combination packagings when the required design qualification testing was not completed; offered hazardous materials in unauthorized fiberboard combination packagings; failed to provide employee training and create and retain records of training and testing. [178.601(d), 178.603, 178.606, 173.22(a)(2), 173.212(b), 172.702(b), 172.704(a)(2)(d)] Case No. 98-094-BMS-EA	\$8,810
ALLIANT TECHSYSTEMS, INC. (Shipper)	Offered hazardous materials in packagings that were not properly closed, thereby, making them unauthorized packagings. [173.22(a)(4), 173.62] Case No. 98-027-SE-HQ	\$4,800
AMERICAN DENTAL SUPPLY, INC. (Shipper)	Offered hazardous materials in non-specification packagings; offered hazardous materials accompanied by a shipping paper that did not indicate the packing group; failed to mark the packagings with a proper shipping name and UN identification number; failed to provide employee training. [173.125, 173.202(a), 172.202(a)(4), 172.301(a), 172.702(b), 172.704(a)] Case No. 97-052-SB-EA	\$8,000
AMERICAN FIRE & SAFETY SUPPLY CO. (Cylinder Retester)	Represented, marked, and certified cylinders as successfully retested without performing hydrostatic testing at the minimum test pressure; retested exemption cylinders without maintaining copies of the exemptions at the test facility; failed to maintain accurate and complete records of reinspection and retest. [173.34(e)(1), 173.34(e)(2)(v)(B), 173.34(e)(8)(ii)] Case No. 99-258-CR-SO	\$4,200
AMERON INTERNATIONAL CORPORATION (Shipper)	Offered hazardous materials in out-of-test DOT 57 portable tanks; offered the materials accompanied by a shipping paper with no proper shipping name; failed to include the words "limited quantity" or "LTD QTY" following the basic description on the shipping paper; failed to mark DOT 57 tanks with the proper shipping name on two opposite sides in one-inch high letters. [173.32(a), 173.32(e)(1)(ii), 173.242(c), 172.202(a), 172.203(b), 172.326(a), 172.302(b)(2)] Case No. 98-206-SPT-SW	\$7,000

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AMERSHAM HOLDINGS, INC. (Shipper)	Certified a packaging as meeting the DOT specifications without conducting testing and engineering evaluations; failed to provide to DOT documentation that describes the construction material of the packaging. [178.465, 178.350, 173.315(a)] Case No. 95-84-RMS-HQ	\$6,470
APT ADVANCED POLYMER TECHNOLOGY CORPORATION (Shipper)	Offered hazardous materials in unauthorized, non-UN-standard drums; failed to provide employee training; offered hazardous materials accompanied by a shipping paper that did not contain the unit of measure for the quantity being offered. [173.173, 173.203, 172.702(b), 172.704(a), 172.202(a)(5), 173.22(a)(1)] Case No. 99-303-SD-EA	\$6,240
ARROW CHEMICAL CORPORATION (Shipper)	Offered hazardous materials in unauthorized, non-UN-standard packagings. [173.25(a)(3), 173.212(a), 173.212(b)] Case No. 97-242-SB-CE	\$5,250
ASHLAND, INC (Shipper)	Offered hazardous materials in unauthorized, non-UN-standard outer packagings; offered hazardous materials in a 55-gallon steel drum that had not been closed in accordance with the manufacturer's closure notification, thereby, voiding the UN certification. [173.202, 173.22(a)(4), 173.24(f)(2)] Case No. 97-152-SB-SO	\$14,000
ASSOCIATED FIRE PROTECTION, INC. (Cylinder Retester)	Failed to verify that the pressure-indicating device on the test equipment was accurate within one percent of the test pressure of the cylinders being tested that day. [173.34(e)(4)(iii)(A)] Case No. 97-093-CR-EA	\$2,000
ASTRO FIBRE DRUM, INC. (Fiber Drum Manufacturer)	Manufactured, marked, certified, and sold fiber drums when the drums had not been conditioned for 24 hours prior to design qualification testing. [178.602(d)] Case No. 98-135-FDM-CE	\$5,120
ATLANTA TESTING AND ENGINEERING (Shipper)	Offered hazardous materials in impaired packagings that no longer met the DOT 7A Type A specification. [173.410(b), 173.475(b)] Case No. 97-184-RMS-HQ	\$4,200
BAKERSTOWN CONTAINER CORP. (Drum Reconditioner)	Represented, marked, certified, and sold steel drums when the design qualification tests, particularly the drop and leakproofness tests, were not properly conducted; represented, marked, certified, and sold steel drums when proper production leakproofness testing was not conducted. [178.601(d), 178.603(a), 178.603(e)(1)(iii), 178.604(a), 178.604(c)(1), 178.604(a), 178.604(b)(1)] Case No. 99-067-DR-EA	\$4,000
BANCROFT BAG, INC. (Paper Bag Manufacturer)	Manufactured, marked, certified, and sold multi-wall paper bags when the prerequisite design qualification tests for new packagings and for different packagings had not been completed. [178.601(d), 178.603, 178.608] Case No. 97-106-BGM-SW	\$5,250
BARFIELD, INC. (Shipper)	Offered hazardous materials in unauthorized, non-UN-standard packagings; offered hazardous materials when the materials were not declared as such on the shipping papers; failed to mark and label the packages as containing hazardous materials, thereby, creating an undeclared shipment. [172.102-Special Provision 60, 173.22(a)(2), 173.212, DOT-E 11937, 172.200(a), 172.201, 172.301(a), 172.400(a), 172.600, 172.604, DOT-E 11937] Case No. 99-055-SB-EA	\$7,875
BASF WYANDOTTE CORP. (Shipper)	Charged a DOT specification cylinder with compressed gas and offered nitrogen for transportation. [173.34(e)(1)(ii), 173.301(c)] Case No. 98-285-SC-SO	\$7,000

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BATES FIRE EXTINGUISHER COMPANY, INC. (Cylinder Retester)	Failed to verify that the pressure-indicating device on its retest apparatus was accurate to within one percent of test pressure; failed to maintain copies of DOT exemptions for exemption cylinders being retested; failed to provide employee training and create and retain records of training and testing. [173.34(e)(4)(iii)(A), 173.34(e)(2)(v)(B), 172.702(b), 172.704(a), 172.702(d)] Case No. 98-240-CR-SW	\$4,400
BECKART ENVIRONMENTAL, INC. (Shipper)	Offered hazardous materials in portable tanks marked as meeting a DOT exemption that had not been retested every 2.5 years as required; failed to provide recurrent employee training; offered hazardous materials accompanied by shipping papers that failed to include "DOT E" notation; offered it without maintaining a copy of an exemption at the facility. [173.32(e)(1)(ii) and DOT-E 10755- Para 7.h., 172.702(b), 172.704(c)(2), 172.203(a) and DOT-E 10775, DOT-E 10755, Para. 8.a.] Case No. 98-141-SPT-CE	\$4,300
BELOIT CORPORATION (Shipper)	Offered hazardous materials without providing function-specific employee training and creating and retain records of training and testing; offered hazardous materials accompanied by a shipping paper that did not contain a 24-hour emergency response telephone number of a person knowledgeable about the materials or having access to a person who was. [172.702(b), 172.704(a)(2), 172.704(d), 172.604(a)(2)] Case No. 96-148-TRN-EA	\$1,500
BENCHMARK PRODUCTS, INC. (Shipper)	Offered hazardous materials in a portable tank marked as meeting a DOT exemption that had not been retested every 2.5 years as required; failed to provide recurrent employee training and create and retain records of training and testing. [173.32(e)(1)(ii) and DOT-E 9889-Para 7.b., 172.702(b), 172.704(c)(2), 172.704(d)] Case No. 98-128-SPT-CE	\$3,400
BENROCK, INC. (Shipper)	Offered hazardous materials in unauthorized, non-UN-standard packagings; offered hazardous materials accompanied by a shipping paper that listed an incorrect packing group; failed to provide employee training and create and retain records of training and testing; offered hazardous materials accompanied by a shipping paper listing a 24-hour emergency response telephone number that was not being answered 24 hours a day. [173.22(a)(2), 173.202, 172.202(a)(4), 172.702(b), 172.704(a)(1)(3), 172.704(d), 172.604(a)] Case No. 98-281-SB-SO	\$8,330
BERENFIELD CONTAINERS, INC. (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold 55-gallon steel drums that were not capable of passing the required drop test. [178.601(b), 178.603] Case No. 99-087-DM-EA	\$6,720
BERGEN BARREL AND DRUM (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold 55-gallon plastic drums that were not capable of passing the drop, leakproofness, and hydrostatic tests. [178.2(b), 178.601(b), 178.603(a), 178.604(a), 178.605(a)] Case No. 99-100-DM-EA	\$8,400
BETZDEARBORNIN, INC. (Shipper)	Offered hazardous materials in unauthorized, non-UN-standard packagings. [173.212(a), 173.212(c), 173.22(a)(2)] Case No. 99-322-SD-EA	\$5,250
BFPE INTERNATIONAL (Cylinder Retester)	Performed retesting with equipment having an expansion gauge not accurate to within one percent; failed to notify the Office of Hazardous Materials Exemptions and Approvals of a change in personnel performing functions subject to the regulations within the prescribed time limit. [173.34(e)(4)(iii)(B), 173.34(e)(4)(iv), 173.34(e)(2)(iv)] Case No. 98-557-CR-EA	\$3,500
BIO-LAB, INC. (Shipper)	Offered hazardous materials in unauthorized, non-UN-standard packagings. [173.212(a), 173.22(a)(2)] Case No. 99-324-SD-EA	\$7,000

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THE BOC GROUP, INC. (Cylinder Retester/Shipper)	Failed to verify the accuracy of the testing equipment to within one percent of the calibrated cylinder's pressure and corresponding expansion values; failed to conduct a second retest at 10% or 100psi higher, whichever is lower, upon discovering that the test equipment had malfunctioned; failed to maintain complete records of reinspection and retest; offered hazardous materials without listing the UN identification number on the shipping paper. [173.34(e)(4)(iv), 173.34(e)(4)(v), 173.34(e)(8)(ii)(B), 172.202(a)(3)] Case No. 99-301-CRS-EA	\$10,248
BOGGS FIRE EQUIPMENT, INC. (Cylinder Retester)	Performed hydrostatic retesting using a pressure gauge that was not demonstrated to be accurate within one percent of actual test pressure. [173.34(e)(4)(iii), 173.34(e)(4)(iv)] Case No. 99-274-CR-SO	\$2,920
BRIDGEVIEW, INC. (Shipper)	Transported hazardous materials accompanied by shipping papers prepared by customers that did not list the hazard class, packing group, and DOT exemption; provided the wrong packaging abbreviation; failed to provide training and testing for employees and create and retain records of testing; provided packagings that did not meet the minimum thickness requirements and had no size limit. [172.202(a)(2), 172.202(a)(4), 172.202(c), 172.203(a), 177.817(a), 172.702(b), 172.702(d), 172.704(d), DOT-E-11686-Paragraph 7.a.iv] Case No. 98-316-EX-EA	\$7,950
BROCKWAY STANDARD, INC. (Steel Jerrican Manufacturer)	Manufactured, marked, certified, and sold steel jerricans when they were not capable of passing the drop, hydrostatic, leakproofness, and stacking tests, as prescribed. [178.603, 178.604, 178.605, 178.606] Case No. 98-144-JM-CE	\$9,450
L. M. BURNEY, INC. (Shipper)	Offered hazardous materials without following the regulations regarding the net weight limitation in one box; offered hazardous materials in non-UN-standard packagings; offered hazardous materials accompanied by a shipping paper that did not include a proper shipping name; failed to mark the proper shipping name on the packages of hazardous materials; listed an emergency response telephone number on a shipping paper that was not monitored 24 hours a day; failed to provide employee training and create and retain records of training and testing. [173.56, 173.62, 173.171(d), 172.202(a)(1), 172.301(a)(1), 172.201(d), 172.604(a)(1), 172.702(b), 172.704(a)(1)-(3), 172.704(d)] Case No. 98-102-SE-CE	\$12,000
CALLAHAN CHEMICAL COMPANY (Shipper)	Offered hazardous materials in portable tanks that were not authorized because they had not been retested with past 2.5 years; offered environmentally hazardous substances in portable tanks that were not authorized because they had not been retested with past 2.5 years; failed to retain copies of two DOT exemptions at its facility; offered hazardous materials and environmentally hazardous substances accompanied by shipping papers that failed to properly describe the materials. [173.32(e)(1)(ii), 173.32(e)(5), 173.22(a)(2), 173.242(c), 173.22a(b), 173.241, DOT-E 9052-Para 7.h, and 8.a., DOT-E 10172-Para 7.e. and 8.a., 172.201(a), 172.202(a), 172.203(a), 172.203(k)] Case No. 98-301-SPT-EA	\$7,875
CAPITAL FIRE EXTINGUISHER COMPANY, INC. (Cylinder Retester)	Failed to verify each day that the test equipment was accurate to within one percent; failed to demonstrate the accuracy of the pressure-indicating device at a point within 500 psi of the test pressure; failed to provide employee training and create and retain records of training and testing; failed to maintain records of reinspection and retest, or include all information on records that were being maintained; failed to remark aluminum exemption cylinders as DOT 3AL. [173.34(e)(4)(iii)(A), 173.34(e)(4)(iv), 172.702(b), 172.704(a), 172.704(d), 173.34(e)(8)(ii), 173.23(c)] Case No. 98-239-CR-SW	\$6,200

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CAPITOL ADHESIVES, INC. (Shipper)	Offered hazardous materials in unauthorized packagings; failed to mark the packages with the proper shipping name and identification number; failed to provide function-specific employee training and create and retain records of training and testing; offered hazardous materials in limited quantities accompanied by a shipping paper which did not include the words "Limited Quantity" or its authorized abbreviation. [173.22(a)(2), 173.173(b)(1), 172.301(a), 172.702(b), 172.704(a)(2), 172.704(d), 172.203(b)] Case No. 98-451-SP-SO	\$9,260
CAPO INDUSTRIES, LTD. (Shipper)	Offered hazardous materials in unauthorized packagings; offered this material without marking the proper shipping name or identification number on the packages. [171.12a(b)(13), 173.22(a)(2), 173.212(a), 172.301(a)] Case No. 99-068-FSBP-EA	\$10,380
CARAWAY CORPORATION (Cylinder Retester)	Failed to maintain accurate records of reinspection and retest; failed to remark exemption cylinders; failed to maintain a copy of an exemption at the facility for exemption cylinder being retested; failed to mark cylinders with low-stress steel stamps; failed to create and retain records of employee training and testing; performed retesting with inaccurate equipment. [173.34(e)(5), 173.34(e)(8)(ii)(B), 173.23(c), 173.34(e)(2)(v)(B), 173.34(e)(15)(iii), 172.704(d), 173.34(e)(3), 173.34(e)(7), DOT-E 8059] Case No. 97-059-CR-EA	\$5,400
CARDINAL SERVICES, INC. (Shipper)	Offered hazardous materials in a non-specification insulated portable tank under the terms of an exemption without maintaining a copy at the facility offering the shipments; failed to maintain a record of the pressure and ambient temperature of the materials at the start of every trip, every 24 hours, before and after any manual venting, and at destination; failed to determine the actual holding time after each shipment; failed to provide function-specific employee training and create and retain records of training and testing. [173.22a(b), DOT-E 12018-Para 7.c.(2) and 7.c.(4), 172.702(b), 172.704(a)(2), 172.704(d)] Case No. 99-012-SIT-HQ	\$3,440
CENTRAL PHARMACY SERVICES D/B/A BATON ROUGE CENTRAL PHARMACY (Shipper)	Failed to create and retain records of employee training and testing; offered radioactive materials in packagings that were not properly labeled. [172.704(d), 172.403(b)(c)] Case No. 99-213-RMS-SW	\$900
CHAMPION TECHNOLOGIES, INC. (Shipper)	Offered hazardous materials in portable tanks that were not authorized because they were overdue for periodic testing; failed to provide function-specific employee training. [173.32(e)(1)(5), 172.702(b), 172.704(a)(2)] Case No. 98-219-SPT-SW	\$4,860
CHARLESTON FIRE & SAFETY (Cylinder Retester)	Certified cylinders as having been retested without performing the visual and hydrostatic tests; failed to condemn cylinders with permanent expansion exceeding 10% of total expansion; failed to verify the retest equipment within an accuracy of one percent; performed a second retest at the same pressure, rather than 10% or 100 psi higher, whichever is lower, following an equipment malfunction; failed to provide employee training and create and retain records of training and testing. [173.34(e)(3), 173.34(e)(4), 173.34(e)(4), 173.34(e)(4)(iii), 173.34(e)(4)(iv), 173.34(e)(3), 172.702(b), 172.704(a), 172.704(d)] Case No. 97-078-CR-EA	\$16,000
CHEC SODA & REFRIGERATION CO., INC. (Shipper)	Offered hazardous materials without providing or offering placards; failed to label the cylinders containing the hazardous materials; offered hazardous materials without preparing any shipping papers; failed to provide general awareness and function-specific employee training. [172.500(a), 172.400(a), 172.200(a), 172.702(b), 172.704(a)(1), 172.704(a)(2)] Case No. 95-93-SC-HQ	\$12,000

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CHELSEA DRUM CO., INC. (Drum Reconditioner)	Represented, marked, and certified steel drums without conducting the proper design qualification tests. [173.28(d), 178.601(d)] Case No. 96-50-DR-EA	\$5,400
CHEMICAL SPECIALTIES MANUFACTURING CORP. (Shipper)	Offered hazardous materials in unauthorized, non-UN-standard packagings; failed to provide general awareness and function-specific employee training and create and retain records of training and testing; failed to properly differentiate hazardous materials from non-hazardous materials listed on the shipping papers; offered hazardous materials with minor errors on the shipping paper. [173.22(a)(2), 173.213(a), 172.702(b), 172.704(a)(1), 172.704(a)(2), 172.704(d), 173.22(a)(1), 172.200(a)] Case No. 98-330-SD-EA	\$5,900
CHEMSTATION INTERNATIONAL, INC. (Shipper)	Offered hazardous materials in an intermediate bulk container that had not been visually inspected and leakproofness tested every 2.5 years from the date of manufacture. [180.352(a), 180.352(b), 173.242(d)] Case No. 99-116-SIBC-CE	\$5,250
CHESTER LABS, INC. (Shipper)	Offered hazardous materials for transportation in unauthorized, non-UN standard packagings; offered hazardous materials accompanied by a shipping paper which did not list the required information; failed to list a valid 24-hour emergency response telephone number. [173.22(a)(2), 173.202(a), 172.202(a), 172.604(a), 172.604(b)] Case No. 98-280-SB-SO	\$8,000
CHIEF FIRE & SAFETY EQUIPMENT DISTRIBUTORS, INC. (Cylinder Retester)	Performed retesting with equipment for which the gauges could not be read to within an accuracy of one percent; failed to hold test pressure for a minimum of 30 seconds; failed to provide employee training; failed to maintain accurate records of reinspection and retest. [173.34(e)(3), 173.34(e)(3), 172.702(b), 172.704(a), 173.34(e)(5)] Case No. 97-020-CR-EA	\$5,600
CHONGQUING SCIENTIFIC-ICT PERFORATION CO., LTD. (Shipper)	Offered aircraft unapproved explosives for transportation by aircraft. [173.51(a), 173.54(a), 173.56(b)] Case No. 96-233-FSE-SW	\$21,000
CITY FIRE EQUIPMENT CO., INC. (Cylinder Retester)	Failed to calibrate the cylinder retesting equipment; certified and marked a DOT exemption cylinder that was out of test; failed to remark aluminum exemption cylinders; failed to maintain accurate records of reinspection and retest; certified and marked a DOT exemption cylinder that was not maintained in accordance with the requirements of the exemption. [173.34(e)(3), DOT-E 7235-Para 8.h., 173.23(c), 173.34(e)(5), DOT-E 7277-Para 8.f] Case No. 94-81-CR-EA	\$6,000
CLAIRE MANUFACTURING CO. (Shipper)	Offered hazardous materials accompanied by a shipping paper that did not include the basic description for the materials; failed to mark a proper shipping name and identification number on the packagings; failed to affix a proper hazard warning label on the packagings; failed to register with RSPA. [172.200(a), 172.202(a), 172.301(a), 172.400(a), 107.608(a), 107.608(b)] Case No. 95-62-SC-CE	\$2,500
CLEAR COTE CORPORATION (Shipper)	Offered hazardous materials in unauthorized non-specification packagings; failed to provide general awareness employee training; failed to include the proper shipping description on an accompanying shipping paper; failed to accurately label a package; marked inner-package orientation arrows on a packaging in the wrong format; failed to register with RSPA. [173.125(a), 172.702(b), 172.704(a)(1), 172.200(a), 172.201(a)(4), 172.402(b), 172.406(a)(1)(ii), 172.312(a)(2), 107.601(e), 107.608(b)] Case No. 97-031-SB-EA	\$10,000

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CLOVER LEASING CO. (Cylinder Retester)	Marked cylinders with a “plus” mark without calculating average or maximum wall stress; failed to register with RSPA; failed to provide employee training. [173.302(c), 173.302(c)(5), 107.601(e), 107.608(a), 107.608(b), 172.702(b), 172.704(a)] Case No. 95-217-CR-CE	\$5,395
CONCENTRATED CHEMICAL CO., INC. (Shipper)	Offered hazardous materials in unauthorized non-specification, non-DOT-standard packagings; offered hazardous materials accompanied by a shipping paper that did not properly describe the materials; failed to include a 24-hour emergency response telephone number; failed to include “UN” when marking the identification number on the packagings; failed to affix a hazard warning label to the packagings; failed to provide general awareness employee training. [173.119(a), 173.202, 172.202, 172.604(a)(3), 172.301(a), 172.400(a)(1), 172.702(b), 172.704(a)(1)] Case No. 96-125-SB-SW	\$4,000
CONTINENTAL INDUSTRIAL CHEMICALS, INC. (Shipper)	Offered hazardous materials in an unauthorized packagings. [173.173(b), 173.202(a)] Case No. 98-263-SB-SO	\$3,460
CUDD PRESSURE CONTROL, INC. (Shipper)	Offered hazardous materials in unauthorized non-specification cargo tanks and portable tanks; failed to provide function-specific employee training. [172.101, 173.318(f), 176.76(g)(1), 172.702(b), 172.704(a)(2)] Case No. 99-010-SPT-HQ	\$5,850
D & B PACKING, INC. (Fiber Box Manufacturer/Shipper)	Represented, marked, and certified fiberboard boxes when periodic retesting was not conducted. [178.601(e)] Case No. 97-250-BMS-EA	\$5,000
DATREX, INC. (Cylinder Retester)	Performed hydrostatic retesting with equipment which was not accurate to within one percent; failed to provide function-specific employee training and create and retain records of training and testing; failed to maintain accurate records of visual reinspection and hydrostatic retest. [173.34(e)(4)(iii)(A), 173.34(e)(4)(iv), 172.702(b), 172.704(a)(2), 172.704(a)(d), 173.34(e)(8)(ii)(B)] Case No. 98-265-CR-SO	\$4,085
DAUBERT CHEMICAL COMPANY, INC. (Shipper)	Offered hazardous materials in non-UN-standard packagings. [173.203(a), 173.203(c)] Case No. 98-146-SD-CE	\$4,000
DEL-MED, INC. (Carrier/Exemption Holder)	Offered hazardous materials accompanied by a shipping paper with no emergency response information; failed to provide the proper training to drivers as required by a DOT exemption; failed to block and brace the hazardous materials in the transport vehicle; failed to assure that each person handling or delivering the hazardous materials used a dosimetry device; failed to conduct radiation surveys required by a DOT exemption; failed to conduct contamination surveys required by a DOT exemption. [172.602(b)(3), DOT-E 8308-Para 8.b., 177.842(d), 177.834(a), DOT-E 8308-Para 7.c., 173.441(b)(4), DOT-E 8308-Para 7.f., DOT-E 8308-Para 7.g.] Case No. 94-245-RMC-HQ	\$12,600
DELTA AIRLINES, INC. (Cylinder Retester)	Conducted a second retest at the same pressure, instead of increasing the pressure by 10% or 100 psi (whichever is lower), when the integrity of the test equipment could not be maintained due to leakage. [173.34(e)(3)] Case No. 97-065-CR-SW	\$3,100
DETCO INDUSTRIES, INC. (Shipper)	Offered hazardous materials in unauthorized non-specification packagings. [173.245(a), 173.202(a)] Case No. 94-30-SB-CE	\$2,150

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DIAGRAPH CORPORATION (Shipper)	Offered hazardous materials in non-specification, non-UN-standard packagings; offered hazardous materials accompanied by a shipping paper that failed to list the hazard class; failed to provide employee training. [173.125(a), 173.202(a), 172.202(a)(2), 172.702(b), 172.704(a)] Case No. 96-70-SB-CE	\$4,000
DIAMOND DRUGS, INC. (Shipper)	Offered hazardous materials in unauthorized non-specification packagings. [173.125(a)(6), 173.202(a)] Case No. 95-169-SB-CE	\$3,000
DIEDRICH TECHNOLOGIES, INC. (Shipper)	Offered hazardous materials in unauthorized, non-standard packagings by using closure methods different than those specified in the design qualification tests; offered 53 pounds of hazardous materials in a packaging certified for only 42.2 pounds; failed to provide employee training and create and retain records of training and testing. [173.202, 173.203, 172.702(b), 172.704(a), 172.704(d)] Case No. 98-145-SB-CE	\$5,400
DIVING DEN, INC. (Cylinder Retester)	Failed to have an approval or retester's identification number issued by RSPA for retesting cylinders; failed to maintain accurate records of reinspection and retest; marked cylinders with a "plus" mark without determining maximum or average wall stress; failed to provide employee training. [173.34(e)(1)(i), 173.34(e)(5), 173.302(c), 173.302(c)(5), 172.702(b), 172.704(a)] Case No. 96-94-CR-CE	\$5,000
DIXCO DIVERSIFIED CHEMICAL SALES, INC. (Shipper)	Offered hazardous materials in unauthorized non-specification packagings; failed to mark the technical name in parentheses on the packagings. [173.345(a), 173.203, 172.301(b)] Case No. 96-95-SP-WE	\$4,500
DYNAMIT NOBEL GMBH (Shipper)	Offered hazardous materials for which a written approval and exemption number had not been obtained; failed to register with RSPA. [173.51(a), 173.54(a), 173.22(a)(2), 173.56, 107.601(e), 178.608(a), 178.608(b)] Case No. 98-321-SE-EA	\$25,600
E. I. DU PONT DE NEMOURS & CO. (Intermediate Bulk Container Manufacturer/Shipper)	Manufactured, marked, certified, and sold intermediate bulk containers that were not designed or manufactured with an inner liner and were constructed with nails placed farther apart than originally tested; offered hazardous materials in a 55-gallon drum that was not closed in accordance with the manufacturer's closure notification. [178.3(b), 178.709(a)(2), 173.22(a)(4), 173.24(b), 173.24(f)(1), 173.24(f)(2)] Case No. 98-255-IBCM-SO	\$18,620
EAGLE INDUSTRIES, INC. (Cylinder Retester)	Failed to condemn cylinders with permanent expansion exceeding 10% of total expansion. [173.34(e)(4)] Case No. 96-35-CR-SW	\$4,500
EAGLE MANUFACTURING COMPANY (Plastic Drum Manufacturer)	Manufactured, marked, certified and sold open-head plastic drums that were not capable of passing the drop and leakproofness tests. [178.601(b), 178.603, 178.604] Case No. 98-119-PDM-CE	\$8,100
EASTON HOSPITAL (Shipper)	Offered hazardous materials purportedly under the terms of a DOT exemption, without holding a copy of the exemption and in inner packages not authorized by either the exemption or the Hazardous Materials Regulations; offered hazardous materials accompanied by shipping papers with no shipping description or emergency response information; provided an improper sequence for the basic description; provided the incorrect container type abbreviation. [173.22(a)(2), 173.22a(b), 173.197(a), DOT-E 11686-Para 7.a.iv, 172.202(a), 172.202(b), 172.202(c), 172.203(a)] Case No. 98-326-SBG-EA	\$7,500

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<p>ELDORADO CHEMICAL COMPANY, INC. (Shipper)</p>	<p>Offered hazardous materials in a previously used packaging that had not been subjected to a leakproofness test; failed to follow the manufacturer's closing instructions for closing a steel drum; failed to create and retain records of employee training testing. [173.28(b)(2)(i), 173.202(a), 173.24(b)(2), 173.24(f)(2), 172.704(d)] Case No. 98-152-SD-WE</p>	<p>\$8,020</p>
<p>EM INDUSTRIES, INC. (Shipper)</p>	<p>Offered hazardous materials in unauthorized packagings; represented, marked, and certified combination packagings when the required design qualification testing was not conducted. [173.22(a)(2), 173.227, 178.2(b), 178.601(d), 178.602, 178.603, 178.606] Case No. 99-307-SB-EA</p>	<p>\$18,415</p>
<p>EMS ACQUISITION CORP. D/B/A ELECTRON MICROCOPY SCIENCE (Shipper)</p>	<p>Offered hazardous materials in unauthorized packagings. [173.201(a)(b)] Case No. 98-071-BMS-EA</p>	<p>\$5,985</p>
<p>ENVIRONMENTAL TREATMENT TEAM, INC. (Shipper)</p>	<p>Represented, marked, and certified portable tanks when they exceeded the maximum capacity authorized for intermediate bulk containers; failed to conduct design qualification testing; marked the tanks with an improper code number for tanks to be used for liquid; provided a symbol not registered with RSPA for purposes of identifying the manufacturer or third-party certifying entity. [178.700(c)(1), 178.703(a)(1)(ii), 178.703(a)(1)(vi), 178.801(d)] Case No. 98-015-SIT-HQ</p>	<p>\$500</p>
<p>EVANS INDUSTRIES, INC. (Drum Reconditioner)</p>	<p>Represented, marked, and certified a reconditioned steel drum with a greater performance capability than that for which the drum was most recently certified and marked; failed to restore drums to their original shape and contour; failed to clean drums to the base metal and remove any labels affixed to them. [173.28(c)(4), 173.28(c)(1)(i)] Case No. 98-098-DR-EA</p>	<p>\$6,500</p>
<p>FALCON SAFETY PRODUCTS, INC. (Fiber Box Manufacturer/Shipper)</p>	<p>Represented, marked, and certified combination packagings when the required design qualification tests were not conducted; included in the box certification an unauthorized symbol and the incorrect year of manufacture; offered hazardous materials in unauthorized packagings. [178.601(d), 178.602(a), 178.603, 178.606, 178.503(a)(6), 178.503(a)(8), 173.22(a)(2), 173.304(a)(2)] Case No. 98-061-BMS-EA</p>	<p>\$11,000</p>
<p>FANG CHEMICALS, INC. (Shipper)</p>	<p>Offered environmentally hazardous substances in unauthorized packagings. [173.203(a)] Case No. 98-297-SP-SO</p>	<p>\$4,000</p>
<p>FELDMAN BROS. BOTTLE SUPPLY CO. D/B/A CONTINENTAL PACKAGING ASSOCIATES (Fiber Box Manufacturer)</p>	<p>Manufactured, marked, certified, and sold fiberboard boxes without notifying in writing the person to whom the packagings were transferred about the requirements of the Hazardous Materials Regulations that would apply at the time of transfer; failed to mark the name address or symbol of the manufacturer on the packagings; failed to provide recurrent employee training and create and retain records of training and testing. [178.2(c), 178.503(a)(8), 172.702(b), 172.704(c)(2), 172.704(d)] Case No. 97-090-BM-EA</p>	<p>\$3,000</p>
<p>FIRE FIGHTERS EQUIPMENT CO. (Cylinder Retester)</p>	<p>Failed to verify the accuracy of the test equipment to within one percent; conducted a second retest at the same pressure rather than 10% or 100 psi higher (whichever is lower) when the integrity of the system could not be maintained due to equipment failure. [173.34(e)(3), 173.34(e)(3)] Case No. 95-174-CR-SW</p>	<p>\$2,500</p>

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<p>FIRE PROTECTION SERVICE (Cylinder Retester)</p>	<p>Failed to hold a current approval or retester's identification number; failed to maintain accurate records of reinspection and retest; failed to provide employee training and create and retain records of employee training and testing; failed to perform a hydrostatic retest on a cylinder marked as retested. [173.34(e)(2)(i), 173.34(e)(8)(ii), 172.702(b), 172.704(a)(1), 172.704(a)(2), 172.704(d), 173.34(e)(1)(ii)] Case No. 98-137-CR-CE</p>	<p>\$12,000</p>
<p>FIREMATIC & SAFETY EQUIPMENT CO., INC. (Cylinder Retester)</p>	<p>Failed to verify the accuracy of the test equipment. [173.34(4)(iii)(A), 173.34(e)(4)(ii)] Case No. 99-305-CR-EA</p>	<p>\$2,920</p>
<p>FIREWORKS PARTNERS, INC. D/B/A MAD BOMBER FIREWORKS (Shipper)</p>	<p>Offered hazardous materials in non-UN-standard packagings; offered hazardous materials without a shipping paper; failed to mark the packagings with the shipping name and exemption number; failed to affix a hazard warning label. [173.60(a), 173.62(a), 172.200(a), 172.201(a)(1), 172.201(d), 172.202(a), 172.301(a)(1), 172.320(a), 172.400(a), 172.400(b)] Case No. 98-104-SE-CE</p>	<p>\$12,800</p>
<p>FULLER FIRE & SAFETY EQUIPMENT, INC. (Cylinder Retester)</p>	<p>Failed to verify the accuracy of the test equipment to within one percent; failed to maintain accurate records of reinspection and retest; failed to provide complete employee training; failed to remark aluminum exemption cylinders; failed to properly mark cylinders with its retester's identification number. [173.34(e)(3), 173.34(e)(5), 172.702(b), 172.704(a), 173.23(c), 173.34(e)(1)(ii), 173.34(e)(6)] Case No. 95-06-CR-EA</p>	<p>\$10,500</p>
<p>G. J. CHEMICAL COMPANY, INC. (Shipper)</p>	<p>Offered hazardous materials in non-specification packagings; failed to mark the packagings with orientation markings to indicate the upward orientation of the inner packages. [173.125(a), 173.202(a), 172.312(a)(2)] Case No. 96-20-SB-EA</p>	<p>\$4,620</p>
<p>G.W. DELIVERY SERVICE (Fiber Box Manufacturer/Certifier)</p>	<p>Certified and marked fiberboard boxes when design qualification tests were not conducted; failed to provide employee training; marked fiberboard boxes with an incorrect year of manufacture. [178.601(d), 178.601(k), 172.702(b), 178.503(a)(6)] Case No. 96-19-BMC-CE</p>	<p>\$4,820</p>
<p>GACO WESTERN, INC. (Shipper)</p>	<p>Offered hazardous materials in unauthorized non-specification outer packagings. [173.245, 173.202] Case No. 96-147-SB-WE</p>	<p>\$3,115</p>
<p>GEBHARDT, INC. (Cylinder Retester)</p>	<p>Failed to verify the accuracy of the test equipment to within one percent. [173.34(e)(3)] Case No. 96-260-CR-EA</p>	<p>\$1,530</p>
<p>GELEST, INC. (Fiber Box Manufacturer/Shipper)</p>	<p>Represented, marked, and certified two types of combination packages when proper design qualification testing was not performed; offered hazardous materials in unauthorized packagings. [178.603(e)(2)(ii)(A), 178.606(c), 173.22(a)(2), 173.227(b)] Case No. 97-117-BMS-EA</p>	<p>\$9,185</p>
<p>GORDON PHYSICIAN HOSPITAL ORGANIZATION D/B/A GORDON COUNTY HOSPITAL (Shipper)</p>	<p>Offered hazardous materials in packagings that were not authorized. [173.22(a)(2), 173.134(b)(3), 173.197(a)] Case No. 99-260-SPB-SO</p>	<p>\$5,600</p>

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GREAT WESTERN CHEMICAL COMPANY (Shipper)	Offered hazardous materials in unauthorized packagings. [173.22(a)(2), 173.201(a), 173.201(b), 173.22(a)(2), 173.24, 173.202] Case No. 98-222-SB-SW	\$18,750
GREAT WESTERN CHEMICAL COMPANY (Shipper)	Offered hazardous materials in unauthorized packagings. [173.22(a)(2), 173.201(a), 173.201(b), 173.22(a)(2), 173.24, 173.202] Case No. 98-223-SB-SW	\$14,060
GREAT WESTERN CHEMICAL COMPANY (Shipper)	Offered hazardous materials accompanied by a shipping paper which failed to include the notation "DOT-E" followed by the assigned exemption number. [172.203(a)] Case No. 95-39-SP-WE	\$1,750
GREIF BROS. CORPORATION (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold plastic drums when the drums were not capable of passing the drop and hydrostatic pressure tests. [178.601(b), 178.603, 178.605] Case No. 98-136-PDM-CE	\$8,500
GREIF BROS. CORPORATION (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold 15-gallon steel drums when the drums were not capable of passing the drop test. [178.601(b), 178.603(a)] Case No. 98-566-DM-EA	\$9,070
GULF WIDE SAFETY SYSTEMS, INC. (Cylinder Retester)	Certified cylinders as successfully retested when they were marked with another company's retester identification number (RIN); failed to provide the RIN for the certifying company; failed to perform the actual retest of the cylinders. [173.34(e)(1)(i), 173.34(e)(1)(ii), 173.34(e)(2)(i)] Case No. 97-100-CR-SW	\$11,000
HARCROS CHEMICALS, INC. (Shipper)	Offered hazardous materials in unauthorized non-UN-standard, non-specification packagings; failed to mark a proper shipping name and identification number on a packagings; maintained incomplete records of employee training and testing. [173.213, 172.301(a), 172.704(d)] Case No. 98-213-SP-SW	\$11,475
HARRIS SPECIALITY CHEMICALS, INC. (Shipper)	Offered hazardous materials in unauthorized, non-specification, non-UN-standard packagings; offered it accompanied by a shipping paper that did not list the proper packing group. [173.173, 173.203, 172.202(a)(4)] Case No. 98-173-SP-WE	\$4,250
HAWKINS CHEMICAL, INC. (Shipper)	Offered hazardous materials in unauthorized, non-UN-standard packagings. [173.22(a)(2), 173.213] Case No. 98-353-SP-CE	\$5,000
HEALTH ENTERPRISES, INC. D/B/A LEWISTOWN HOSPITAL (Shipper)	Offered hazardous materials for transportation, purportedly under the terms of a DOT exemption, without holding a copy of the exemption; provided inner packages that were not authorized by either the exemption or the Hazardous Materials Regulations; offered hazardous materials accompanied by shipping papers that failed to describe the materials or list the emergency response information; provided listed information in an improper sequence and with the wrong container abbreviation; failed to provide function-specific employee training. [173.22(a)(2), 173.22a(b), 173.197(a), DOT-E 11686-Para 7.a.iv, 172.202(a), 172.202(c), 172.203(a), 172.702(b), 172.704(a)(2)] Case No. 98-322-SBG-EA	\$7,350

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HIGH POINT CHEMICAL CORPORATION (Shipper)	Offered in a non-specification, non-UN-standard packagings. [173.212] Case No. 99-167-SD-WE	\$5,600
HIGH SEAS TRADING CO. (Cylinder Retester)	Charged the foreign-made non-DOT specification cylinders and offered them for export when they had not been tested at the minimum test pressure; failed to provide the required certification for retesting and refilling cylinders for export on the shipping papers; failed to hold a current approval or retester's identification number, or authorization to use an alternative qualification method for foreign cylinders; failed to maintain complete records of reinspection and retest. [173.301(j), 173.34(e)(2)(i), 173.301(j)(1)(i), 173.34(e)(8)(ii)(A), 173.301(j)(1)(i)] Case No. 98-257-CR-SO	\$6,100
HILLER SYSTEMS, INC. (Cylinder Retester)	Failed to maintain accurate records of reinspection and retest; failed to create and retain proper records of employee training and testing. [173.34(e)(5), 173.34(e)(8)(ii)(B), 172.704(d)] Case No. 97-004-CR-SW	\$1,600
HOFFMAN FIRE EQUIPMENT DIVISION, INC. (Cylinder Retester)	Failed to verify the accuracy of the test equipment to within one percent. [173.34(e)(3)] Case No. 96-168-CR-CE	\$1,825
HOLLYWOOD BEAUTY SUPPLY (Shipper)	Offered hazardous materials in unauthorized non-specification packagings; failed to label the packagings; failed to list the packing group on the shipping paper; failed to mark the identification number on the packagings; failed to provide employee training. [173.119(a), 173.202, 172.202(a)(4), 172.400(a), 172.301(a), 172.702(b), 172.704(a)] Case No. 96-21-SB-WE	\$8,000
HOOPES FIRE EQUIPMENT CORPORATION (Cylinder Retester)	Failed to demonstrate the accuracy of the test equipment to within 500 psi of the actual test pressures at or above 3,000 psi. [173.34(e)(4)(iii)(A)] Case No. 97-159-CR-EA	\$1,516
HOOVER MATERIALS HANDLING GROUP, INC. (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold 55-gallon plastic drums when accurate leakproofness testing was not conducted. [178.604(b)(1)] Case No. 98-300-PDM-SO	\$4,100
ILLINOIS TOOL WORKS, INC. (Shipper)	Offered hazardous materials in unauthorized non-specification packagings; failed to highlight the hazardous materials on the shipping paper. [173.119, 173.202, 172.201(a)] Case No. 95-129-SP-WE	\$5,040
IMACC CORPORATION D/B/A MYERS CONTAINER CORP. (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold steel drums when all drums were not capable of passing the drop and hydrostatic pressure tests. [178.601(a), 178.601(b), 178.603, 178.605] Case No. 98-153-DM-WE	\$11,500

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INDEPENDENT CHEMICAL CORPORATION (Shipper)	Offered hazardous materials in DOT 34 plastic drums when they were no longer authorized to be used; offered hazardous materials in reusable plastic drums that were not leakproofness tested; offered hazardous materials in exemption portable tanks without listing the exemption number on the shipping paper; failed to maintain copy of an exemption at the facility where it was being used; failed to test employees following training and create and retain records of training and testing. [173.22(a)(2), 173.203, 173.28(b), 173.203, 172.200(a), 172.203(a), 173.22a(b), DOT-E 10172-Para 8.a., 172.702(d), 172.704(d)] Case No. 98-067-SPD-EA	\$5,550
INDUSTRIAL TECHNOLOGY CORPORATION, INC. (Fiber Box Manufacturer/Shipper)	Manufactured, marked, certified, and offered hazardous materials in fiberboard boxes for which design qualification tests were not conducted and records were not maintained. [178.601(d)(1), 178.603, 178.606] Case No. 97-146-BM-SO	\$8,000
INFLATABLE SERVICES, INC. (Cylinder Retester)	Performed hydrostatic testing with equipment not accurate to within one percent; failed to demonstrate the accuracy of the equipment within 500 psi of test pressure and calibrate on a daily basis; marked foreign cylinders with a retester's identification number; failed to provide employee training and create and retain records of training and testing. [173.34(e)(4)(iii), 173.34(e)(4)(iv), 173.301(j)(1), 173.34(e)(7), 172.702(b), 172.704(a)(d)] Case No. 98-314-CR-EA	\$4,087
INNERSPACE DIVE SHOP (Cylinder Retester)	Failed to verify that the pressure-indicating device on its test equipment was accurate to within one percent of the cylinders' test pressure. [173.34(e)(4)(iii)(A)] Case No. 97-001-CR-SW	\$500
IRON OUT, INC. (Shipper)	Offered hazardous materials in unauthorized, non-UN-standard packagings. [173.22(a)(2), 173.202] Case No. 99-103-SB-CE	\$5,250
J. T. BAKER, INC. (Fiber Box Manufacturer/Shipper)	Represented, marked, and certified fiberboard boxes without conducting design qualification tests using a static compression test and evaluating closure methods listed in test report; failed to properly mark the boxes with a symbol registered with RSPA; failed to properly mark the year of manufacture. [178.601(d), 178.603, 178.606, 178.503(a)(8), 178.503(a)(6)] Case No. 95-192-BMS-EA	\$3,750
JBK PRODUCTS (Shipper)	Offered hazardous materials in unauthorized non-specification packagings; failed to provide employee training; provided a shipping paper that did not list the proper shipping name and basic shipping description. [173.202(a), 173.119, 172.702(b), 172.704(a), 172.202(a)(1), 172.202(b)] Case No. 96-267-SB-SW	\$750
JEFFERSON SMURFIT CORPORATION (Shipper)	Represented that a portable tank met the requirements of a DOT exemption and the Hazardous Materials Regulations when the tank had not been retested every 2.5 years as required. [173.32(e)(1)(ii), 173.32(e)(5), DOT-E 10775] Case No. 98-140-PTM-CE	\$3,000
JERSEY COOPERAGE CO., INC. (Drum Reconditioner)	Represented, certified, and marked a non-specification open-head steel drum when it was not originally manufactured to DOT-17E specification; failed to provide employee training. [173.28(m)(3)(ii), 173.28(o), 172.702(b)] Case No. 96-65-DR-EA	\$3,100
KESSELRING GUN SHOP, INC. (Shipper)	Offered hazardous materials without a proper shipping description on the shipping paper; provided hazardous materials in non-UN-standard packagings. [172.202(a), 172.301(a)(1), 173.56, 172.400(a), 173.60(a), 173.62] Case No. 98-108-SE-CE	\$9,000

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KRANZ, INC. (Shipper)	Offered hazardous materials in a portable tank marked as meeting a DOT exemption without performing the required hydrostatic pressure test. [DOT-E 9052-Para 7.h. and 8.a.] Case No. 98-139-SPT-CE	\$3,500
THE LAWRENCE-MCFADDEN COMPANY (Fiber Box Manufacturer/Shipper)	Represented, marked, and certified fiberboard boxes without conducting proper design qualification testing; offered hazardous materials accompanied by a shipping paper that contained an improper packing group; failed to provide employee training; offered hazardous materials without having a proper 24-hour emergency response listed on the shipping paper; failed to properly mark UN 4G boxes. [178.601, 172.202(a)(4), 172.702(b), 172.604(a), 178.503(a)(8)] Case No. 96-98-BMS-EA	\$6,535
LINCOLN WELDING SUPPLY, INC. (Cylinder Retester)	Failed to condemn cylinders with permanent expansion exceeding 10% of total expansion; marked with a "star" marking cylinders that were not intended for that type of service. [173.34(e)(4), 173.34(e)(15)(ii), 173.302(c)] Case No. 96-195-CR-SW	\$9,800
LINEAR DYNAMICS, INC. (Shipper)	Offered hazardous materials in an intermediate bulk container when it had not been subjected to a leakproofness test within 2.5 years; offered hazardous materials accompanied by a shipping paper that listed an incorrect packing group; failed to create and retain records of employee training and testing. [173.32(e)(1)(ii), 173.32(e)(2)(i), 173.32(e)(2)(ii), 172.202(a)(4), 172.704(d)] Case No. 98-290-SPT-SO	\$5,800
LINEAS AEREAS PRIVADAS ARGENTINAS, S.A. (Shipper)	Offered hazardous materials for transportation aboard a passenger aircraft, which is forbidden, in unauthorized, non-standard packagings; failed to indicate the type of materials listed on shipping papers as hazardous materials; failed to mark and label the packagings to indicate contents of hazardous materials, thereby, creating an undeclared shipment. [172.102-Special Provisions 60 and A51, 173.21(k), 173.22(a), 173.212, 172.200(a), 172.201, 172.301(a), 172.400(a), 172.600, 172.604] Case No. 99-056-FSB-EA	\$31,000
LOBO CONTAINERS, INC. (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold plastic drums when they were not capable of passing the required drop test. [178.601(b), 178.603] Case No. 98-118-PDM-CE	\$6,000
LOCKHEED MARTIN CORPORATION (Wooden Box Manufacturer/Shipper)	Represented, marked, and certified plywood boxes when proper design qualification testing was not conducted and the boxes were marked with a greater gross mass than tested for; failed to prepare and maintain complete records of design qualification testing; failed to provide employee training. [178.601(d), 178.603, 178.606, 178.503(a)(4), 178.601(l), 172.702(b), 172.704(a)] Case No. 98-261-WBMS-SO	\$3,600
LORD CORPORATION (Shipper)	Offered hazardous materials in unauthorized packagings. [173.22(a)(2), 173.202(a)] Case No. 98-269-SB-SO	\$5,250
LPS INDUSTRIES, INC. (Fiber Box Manufacturer)	Manufactured, marked, certified, and sold fiberboard combination packages without performing the design qualification tests; failed to provide closure instructions to each person receiving the packagings. [178.603, 178.601(d), 178.2(c)] Case No. 97-035-BM-EA	\$7,700
LUCERNE MEDICAL CENTER, INC. (Shipper)	Offered hazardous materials for transportation, purportedly under the terms of a DOT exemption, in inner packages that were not authorized. [173.22(a)(2), 173.134(b)(3), 173.197(a)] Case No. 99-262-EX-SO	\$6,300

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LUTHERAN GENERAL HOSPITAL, INC. (Shipper)	Offered hazardous materials for transportation in unauthorized packagings; failed to provide general awareness and function-specific employee training and create and retain records of training and testing. [173.22(a)(2), 173.197(a), 172.702(b), 172.704(a)(1)-(2), 172.704(d)] Case No. 99-105-SD-CE	\$5,625
M & M INDUSTRIES, INC. (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold plastic drums when the periodic tests, including drop and stacking tests, were not properly conducted. [178.601(e), 178.603, 178.606, 178.601(l), 178.503(a)(8)] Case No. 98-268-PDM-SO	\$5,000
MASSEY, WOOD & WEST, INC. (Cylinder Retester)	Failed to perform the required visual inspections; marked the cylinders with the retester's identification number before the inspection was complete; failed to mark cylinders with correct retest dates; failed to maintain records of visual inspection; failed to provide employee training and create and retain records of training and testing; failed to register with RSPA. [173.34(e)(5)(ii), 173.34(e)(7)(ii), 173.34(e)(13), 173.34(e)(8)(ii), 172.702(b), 172.704(a)(1)-(2), 172.704(d), 107.601(e), 107.608, 107.612] Case No. 98-058-CR-EA	\$8,885
MASTER PROTECTION CORPORATION D/B/A FIREMASTER (Cylinder Retester)	Failed to condemn a cylinder with permanent expansion exceeding 10% of total expansion; failed to verify the accuracy of the test equipment to within one percent; conducted a second retest at the same pressure, instead of 10% or 100 psi higher (whichever is lower), when the system integrity could not be maintained due to leakage; failed to maintain accurate records of visual reinspection and hydrostatic retest. [173.34(e)(4), 173.34(e)(3), 173.34(e)(3), 173.34(e)(5)] Case No. 96-36-CR-SW	\$14,440
MASTER PROTECTION CORPORATION D/B/A FIREMASTER (Cylinder Retester)	Failed to condemn cylinders with permanent expansion exceeding 10% of total expansion; failed to verify the accuracy of the test equipment to within one percent; conducted a second retest at the same pressure, instead of 10% or 100 psi higher (whichever is lower), when the system integrity could not be maintained due to leakage; failed to maintain accurate records of visual reinspection and hydrostatic retest. [173.34(e)(4), 173.34(e)(3), 173.34(e)(3), 173.34(e)(5)] Case No. 96-73-CR-SW	\$11,372
MASTER PROTECTION CORPORATION D/B/A FIREMASTER (Cylinder Retester)	Failed to condemn cylinders with permanent expansion exceeding 10% of total expansion; failed to verify the accuracy of the test equipment to within one percent; conducted a second retest at the same pressure, instead of 10% or 100 psi higher (whichever is lower), when the system integrity could not be maintained due to leakage; failed to maintain accurate records of visual reinspection and hydrostatic retest. [173.34(e)(4), 173.34(e)(3), 173.34(e)(3), 173.34(e)(5)] Case No. 96-81-CR-SW	\$5,174
MASTER PROTECTION CORPORATION D/B/A FIREMASTER (Cylinder Retester)	Failed to verify the accuracy of the test equipment to within one percent; failed to maintain complete records of visual reinspection and hydrostatic retest conducted a second retest at the same pressure; failed to condemn cylinders with permanent expansion exceeding 10% of total expansion; failed to provide complete employee training. [173.34(e)(3), 173.34(e)(5), 173.34(e)(4), 172.702(b), 172.704(a)(2), a Compliance Order requiring development of a hazardous materials training program] Case No. 97-005-CR-WE	\$19,670
MCWHORTER TECHNOLOGIES, INC. (Shipper)	Offered hazardous materials in an intermodal portable tank without conducting the required periodic hydrostatic retest. [173.32c(c)] Case No. 98-022-SIT-HQ	\$2,800

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MEDI-PHYSICS, INC. (Shipper)	Offered, certified, and marked packagings for hazardous materials when testing or engineering evaluations were not conducted; offered hazardous materials without ensuring that the instructions for packagings, closures and special provisions were followed; failed to maintain on file for one year the engineering evaluations for DOT 7A Type A packagings. [173.465, 178.350, 173.475(c), 173.475(e), 173.475(f), 173.415, 173.465] Case No. 96-05-RMS-HQ	\$15,170
MONTGOMERY HOSPITAL (Shipper)	Offered hazardous materials purportedly under the terms of a DOT exemption, without holding a copy of the exemption in inner packages unauthorized by either the exemption or the Hazardous Materials Regulations; offered hazardous materials accompanied by shipping papers with no hazard class or packing group, no "DOT-E" notation, an improper sequence for the basic description, and an incorrect container type abbreviation. [173.22(a)(2), 173.22a(b), 173.197(a), DOT-E 11686-Para 7.a.iv, 172.202(a),(b)(c), 172.203(a)] Case No. 98-327-SBG-EA	\$4,650
MORTON INTERNATIONAL, INC. (Shipper)	Offered a hazardous materials in unauthorized packagings. [173.202(b)] Case No. 98-105-SB-CE	\$9,375
MUELLER INK COMPANY (Shipper)	Offered hazardous materials in unauthorized non-specification packagings; offered hazardous materials accompanied by a shipping paper that contained an insufficient 24-hour emergency response telephone number; failed to include the technical name of the material in association with the basic description; failed to provide employee training. [173.119(b), 173.202, 172.201(d), 172.604(b), 172.202(d), 172.203(k), 172.702(b), 172.704(a)] Case No. 96-109-SB-CE	\$5,000
NAILS 2000 (Shipper)	Offered hazardous materials in unauthorized non-specification packagings; failed to provide employee training. [173.119, 173.202, 172.702(b)] Case No. 95-213-SB-WE	\$6,700
NATIONAL SANITARY SUPPLY CO. (Shipper)	Offered hazardous materials in non-specification packagings; failed to provide employee training; failed to list an exemption number on the shipping paper; included additional unauthorized information within the basic description. [173.245, 173.203, 172.702(a), 172.201(a)(3)(4), 172.203(a)] Case No. 96-04-SP-WE	\$5,000
NATIONAL WELDING SUPPLY CO., INC. (Cylinder Retester)	Marked cylinders with the retester's identification number when other markings had been altered or removed; marked cylinders with a "plus" mark without determining average or maximum wall stress; failed to condemn cylinders with permanent expansion exceeding 10% of total expansion; offered hazardous materials without maintaining records of daily compression for the cylinders; failed to provide employee training and create and retain records of training and testing. [173.34(e)(1)(ii), 173.34(e)(16), 173.302(c)(3), 173.34(e)(6)(i)(D), 173.302(e), 172.702(b), 172.704(a)(d)] Case No. 97-175-CR-SW	\$12,750
NAZDAR COMPANY, INC. (Fiber Box Manufacturer/Shipper)	Offered hazardous materials in fiberboard boxes which were unauthorized because no design qualification tests had been conducted; represented, marked, and certified these boxes when no design qualification tests were conducted; offered hazardous materials accompanied by shipping papers on which the basic description was not in the correct sequence. [173.22(a)(2), 173.24(c), 178.601(d), 172.202(b)] Case No. 99-317-SB-EA	\$7,680
NDL ORGANIZATION, INC. (Shipper)	Offered hazardous materials in packagings without performing the required testing; failed to mark the correct shipping name and identification number on the packagings; provided shipping papers that had incomplete shipping descriptions, no telephone number identified as a 24-hour emergency response number, and no quantity or amount of material being offered. [173.415(a), 173.465, 173.466, 172.301(a), 172.202(a)(c), 172.604(a)(3)] Case No. 95-121-RMCS-HQ	\$10,600

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NEWFIELD EXPLORATION COMPANY (Shipper)	Offered hazardous materials in unauthorized non-specification portable tanks; offered hazardous materials without marking the proper shipping name on two opposing sides of the portable tanks. [173.315(a), 172.326(a)] Case No. 99-007-SPT-HQ	\$5,535
NLR WELDING SUPPLY (Cylinder Retester)	Failed to verify the accuracy of the test equipment to within one percent; failed to maintain accurate records of reinspection and retest; marked cylinders with a “plus” mark without calculating average or maximum wall stress; failed to hold cylinders at the minimum test pressure for at least 30 seconds; failed to provide employee training and create and retain records of training and testing; offered hazardous materials accompanied by a shipping paper that did not list the hazard class and included additional unauthorized information within the basic description. [173.34(e)(4)(iii), 173.34(e)(4)(iv), 173.34(e)(8), 173.302(c), 173.302(c)(5), 173.34(e)(4)(v), 172.702(b), 172.704(a), 172.704(d), 172.202(a)(2), 172.203(m)] Case No. 98-226-CR-SW	\$11,970
NORTH AMERICAN PACKAGINGS CORPORATION (Plastic Pail Manufacturer)	Manufactured, marked, certified, and sold plastic drums without conducting required hydrostatic tests; manufactured, marked, certified, and sold plastic drums without conditioning to 0 degrees F prior to conducting cold drop testing. [178-19-7(a)(3), DOT-E 10016-Para 7.a., 178.16-13-(a)(1), 178.16-16(a)(1)] Case No. 93-103-PPM-CE	\$4,565
NORTH AMERICAN PACKAGINGS CORPORATION (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold steel drums without performing drop and hydrostatic tests; failed to provide employee training; manufactured, marked, certified, and sold steel drums when periodic retests were not conducted. [178.118-12(a)(1), 178.116-12(a)(1), 172.702(b), 172.704(a)(1), 178.601(e)] Case No. 94-174-DM-WE	\$16,465
NORTH AMERICAN PACKAGINGS CORPORATION (Fiber Box Manufacturer)	Manufactured, marked, certified, and sold fiberboard boxes without performing periodic drop and stacking tests. [178.601(e), 178.601(k)(2)] Case No. 95-124-BM-CE	\$2,800
NORTHEASTERN HOSPITAL OF PHILADELPHIA (Shipper)	Offered hazardous materials purportedly under a DOT exemption without holding a copy of the exemption; provided inner packages not authorized by the exemption or the Hazardous Materials Regulations; offered hazardous materials accompanied by shipping papers listing no hazard class, packing group, “DOT-E” notation, improper sequence, and wrong container type abbreviation. [173.22(a)(2), 173.22a(b), 173.197(a), DOT-E 11686-Para 7.a.iv, 172.202(a), 172.202(b), 172.202(c), 172.203(a)] Case No. 98-323-SBG-EA	\$4,600
NEW YORK CITY HEALTH AND HOSPITALS CORPORATION (Shipper)	Offered hazardous materials in inner packages that were not authorized by a DOT exemption or the Hazardous Materials Regulations; provided packages that were not securely closed and failed to contain the contents during transportation. [DOT-E 10833, 173.197(a)] Case No. 99-316-SBG-EA	\$7,000
NEW YORK CITY HEALTH AND HOSPITALS CORPORATION D/B/A CONEY ISLAND HOSPITAL (Shipper)	Offered hazardous materials purportedly under a DOT exemption without holding a copy of the exemption; provided inner packages not authorized by the exemption or the Hazardous Materials Regulations; offered hazardous materials accompanied by shipping papers listing no hazard class, packing group, and “DOT-E” notation; failed to provide function-specific employee training. [173.22(a)(2), 173.22a(b), 173.197(a), DOT-E 10833-Para 7.b.i., 172.203(a), 172.702(b), 172.704(a)(2)] Case No. 98-552-SBG-EA	\$6,960

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NEW YORK CITY HEALTH AND HOSPITALS CORPORATION D/B/A ELMHURST HOSPITAL CENTER (Shipper)	Offered hazardous materials purportedly under a DOT exemption without holding a copy of the exemption; provided inner packages not authorized by the exemption or the Hazardous Materials Regulations which were not securely closed and failed to contain the contents during transportation. [173.22(a)(2), 173.197(a), DOT-E 10833-Para 7.b.i.] Case No. 99-097-SBG-EA	\$7,000
NEW YORK CITY HEALTH AND HOSPITALS CORPORATION D/B/A KINGS COUNTY HOSPITAL CENTER (Shipper)	Offered hazardous materials purportedly under a DOT exemption without holding a copy of the exemption; provided inner packages not authorized by the exemption or the Hazardous Materials Regulations that were torn and failed to contain the contents during transportation; failed to include the "DOT-E" notation on the shipping paper. [173.22(a)(2), 173.197(a), DOT-E 10833-Para 7.b.i., 172.203(a)] Case No. 99-086-SBG-EA	\$7,640
OVERDALE CORPORATION (Shipper)	Offered hazardous materials in non-UN-standard packagings; provided shipping papers that failed to include the proper shipping description, identification number, and packing group. [173.212, 172.202(a)(1), 172.203(k)(2)] Case No. 98-122-SD-CE	\$4,695
P.B. & S. CHEMICAL CO., INC. (Cylinder Retester)	Performed hydrostatic retesting using a pressure gauge not demonstrated to be accurate within one percent of the actual test pressure; failed to maintain complete and accurate records of reinspection and retest; failed to maintain records of employee training and testing. [173.34(e)(4)(iii), 173.34(e)(4)(iv), 173.34(e)(8)(ii)(A), 173.34(e)(8)(ii)(A), 172.704(d)] Case No. 99-275-CR-SO	\$8,256
PACKAGINGS SPECIALTIES, INC. (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold steel drums when the drop tests were not performed with the required number of samples; manufactured, marked, certified, and sold steel drums when test records were not maintained. [178.603(a), 178.601(l)] Case No. 98-090-DM-EA	\$3,350
PATTERSON DENTAL SUPPLY, INC. (Shipper)	Offered hazardous materials in unauthorized, non-UN-standard packagings; failed to provide employee training and create and retain records of training and testing; provided inside containers which did not comply with prescribed specifications. [173.22(a)(2), 173.322(b), 173.22(a)(2), 173.202(a), 172.202(b), 172.702(b), 172.704(a), 172.704(c)(1)(ii), 172.704(d), 171.2(f)(1)] Case No. 98-274-SB-SO	\$12,900
PEARSON DENTAL SUPPLIES, INC. (Shipper)	Offered hazardous materials in unauthorized, non-UN-standard packagings; failed to provide employee training and create and retain records of training and testing; offered hazardous materials accompanied by shipping papers that did not include a 24-hour emergency response telephone number. [173.202, 172.702(b), 172.704(a)(d), 172.604(a)] Case No. 99-159-SB-WE	\$8,830
PENSACOLA CARE, INC. D/B/A FT. WALTON MEDICAL CENTER (Shipper)	Offered hazardous materials in unauthorized packagings and failed to properly close the packagings; offered hazardous materials accompanied by shipping papers that did not list a hazard class, packing group, exemption number, unit of measurement, correct shipper's certification, and a 24-hour emergency response telephone number; failed to provide employee training. [173.22(a)(2), 173.24(b), 173.197(a), DOT-E 10821-Para 7.a.2.ii and 8.b.7, 172.201(a), 172.202(a), 172.203(a), 172.204(a)] Case No. 99-256-SBG-SO	\$10,000
PHILLIPS SUPPLY CO., INC. (Shipper)	Failed to provide employee training; offered hazardous materials without a properly executed shipping paper. [172.702(b), 172.704(a), 172.200, 172.202(a)(1)] Case No. 96-113-TRN-CE	\$1,150

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PHOENIX CONTAINER, INC. (Steel Drum Manufacturer)	Manufactured, marked, certified, and sold steel drums when design qualification testing was not conducted; manufactured, marked, certified, and sold steel drums when the periodic testing was not conducted as prescribed. [178.601(a), 178.601(d), 178.603, 178.604, 178.605, 178.606, 178.601(a), 178.601(e), 178.603, 178.604, 178.605, 178.606] Case No. 99-311-DM-EA	\$15,390
PURITAN PRODUCTS, INC. (Fiber Box Manufacturer/Shipper)	Represented, marked, and certified combination packagings when the proper design qualification testing was not conducted; offered hazardous materials in packagings that were not tested and were unauthorized. [178.601(d), 178.602(a), 178.603(a), 178.606(a), 173.22(a)(2), 173.226(c)] Case No. 98-311-BMS-EA	\$5,000
QUIP LABORATORIES (Shipper)	Failed to provide function-specific employee training; offered hazardous materials in a portable tank that had not been retested; failed to mark the shipping name and identification number on the tank. [172.702(b), 172.704(a)(2), 172.704(d), 173.32(e), DOT-E 10172-Para 7.h. and 8.a., 172.301(a)(1)] Case No. 97-091-SPT-EA	\$4,000
R & S FABRICATORS, INC. (Intermodal Tank Manufacturer)	Manufactured, marked, certified, and sold portable tanks when its welders and weld procedures were not qualified to the ASME Code and had not been qualified by an approval agency in accordance with procedures in the ASME code, Section IX; failed to provide a quality control program as set forth in Appendix 10 to Section VIII, Division 1, of the ASME Code. [178.270-7, 178.271-1(c)] Case No. 99-001-ITM-HQ	\$3,600
RANDOLPH PRODUCTS COMPANY, INC. (Shipper)	Offered hazardous materials in aerosol cans without subjecting them to a hot water bath at 55 degrees C (131 degrees F); failed to provide employee training and create and retain records of training and testing; offered hazardous materials without marking the outer packagings with the proper shipping name, identification number, and a statement that the inner packages complied with prescribed specifications; offered hazardous materials accompanied by a shipping paper that did not list the proper shipping name or identification number. [173.306(a)(3)(v), 173.306(h), 172.702(b), 172.704(a), 172.704(d), 172.301(a), 173.25(a)(4), 172.202(a), 173.22(a)(1)] Case No. 97-176-SC-SO	\$6,400
RHODIA, INC. (Shipper)	Offered hazardous materials in a DOT specification 56 portable tank when the tank had not been retested as required. [173.32(e)(1)(ii)] Case No. 99-277-SPT-SO	\$2,975
RHONE-POULENC AG COMPANY, INC. (Shipper)	Offered hazardous materials in packagings that were not compatible with the hazardous materials and were filled in such a manner as to reduce the packagings' effectiveness. [173.24(b), 173.24(e)] Case No. 98-302-SD-EA	\$1,965
RHONE-POULENC AG COMPANY, INC. (Shipper/Steel Drum Manufacturer)	Represented, marked, and certified steel drums and failed to perform the leakproofness test; represented, marked, and certified steel drums as meeting the requirements for salvage drums, but failed to provide the closure notification. [173.3(c)(1), 178.2(c)(1)(ii)] Case No. 98-307-DMSD-EA	\$5,075
RIN, INC. (Shipper)	Offered hazardous materials in drums that were not marked with the UN standard certification; offered hazardous materials accompanied by shipping papers that failed to indicate the DOT exemption number of the portable tank used for transportation. [173.22(a)(2), 178.2(b), 178.503(a), 172.203(a)] Case No. 98-109-SD-CE	\$2,660
RIVERDALE INDUSTRIES, INC. (Shipper)	Offered hazardous materials in a DOT 57 portable tank that had not been periodically retested and reinspected; offered hazardous materials accompanied by a shipping paper that did not list a 24-hour emergency response telephone number; failed to provide recurrent employee training; offered hazardous materials accompanied by a shipping paper that listed an incorrect proper shipping name and packing group. [173.32(e)(1)(ii), 172.604(a), 172.702(b), 172.704(c)(2), 172.202(a)(1)(4)] Case No. 98-130-SPT-CE	\$7,735

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ROBERT GAS CYLINDER COMPANY, INC. (Cylinder Repairer/Rebuilder)	Rebuilt cylinders without authorization. [173.34(1)] Case No. 93-71-CRR-HQ	\$3,000
ROCK Y MOUNTAIN FIRE AND SAFETY, INC. (Cylinder Retester)	Failed to condemn a DOT exemption cylinder with permanent expansion exceeding 5% of total expansion; performed hydrostatic retesting with equipment not calibrated to within an accuracy of one percent; conducted a second retest without increasing the test pressure by 100psi or 10% (whichever is lower), when the integrity of the system could not be maintained due to leakage. [173.34(e)(4), DOT-E 7277-Para (8)(f), 173.34(e)(3), 173.34(e)(3)] Case No. 96-184-CR-WE	\$7,500
ROTOCAST PLASTIC PRODUCTS, INC. (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold plastic drums without performing the leakproofness test. [173.3(c)(1), 178.604(a)] Case No. 96-68-PDM-WE	\$2,500
ROTOCAST PLASTIC PRODUCTS OF TENNESSEE (Plastic Drum Manufacturer)	Manufactured, marked, certified, and sold plastic drums without performing and keeping records of the periodic retest; failed to mark the date of manufacture and standard certification; failed to perform the required leakproofness test. [178.601(e), 178.601(k)(2), 178.503(a)(6), 178.503(a)(8), 173.3(c)(1)] Case No. 96-06-PDM-SW	\$5,000
S.C. ACQUISITION COMPANY, INC. (Intermediate Bulk Container/Steel Drum Manufacturer)	Manufactured, marked, certified, and sold intermediate bulk containers when proper design qualification testing was not conducted; failed to provide closure notifications for steel drums marked as meeting the UN1 A1 standard; failed to provide function-specific employee training, test employees and create and retain records of training and testing. [178.2(b), 178.801(d), 178.803, 178.602(e), 178.2(c), 172.702(b), 172.702(d), 172.704(a)(2), 172.704(d)] Case No. 99-066-DPTM-EA	\$21,200
SAFETY 1ST EQUIPMENT (Cylinder Retester)	Failed to hold a current retester's identification number; performed retesting with equipment having a pressure gauge that could not be read to an accuracy of one percent; failed to condemn cylinders with permanent expansion exceeding 10% of total expansion; failed to maintain accurate records of reinspection and retest. [173.34(e)(2)(i), 173.34(e)(4)(iv), 173.34(e)(6)(D), 173.34(e)(8)(ii)] Case No. 98-113-CR-CE	\$14,000
SAN DIEGO WELDERS SUPPLY, INC. (Cylinder Retester)	Failed to condemn a cylinder with permanent expansion exceeding 10% of total expansion; performed hydrostatic retesting with equipment not calibrated to an accuracy of one percent; marked cylinders as "DOT-SP 6688" when the special permit had expired. [173.34(e)(4), 173.34(e)(3), 171.2(d)(3)] Case No. 95-246-CR-WE	\$9,450
SEATEX CORPORATION (Shipper)	Offered hazardous materials in unauthorized non-UN-standard packagings; failed to create and retain records of employee training and testing; offered hazardous materials in packagings with a gross mass greater than 30kg (66lbs) that were not marked on the top or the side with a duplicate of the of UN standard certification. [172.101, 173.312, 172.702(b), 172.704(d), 178.3(a)(5)] Case No. 99-218-SBG-SW	\$5,600
SHIELDALLOY METALLURIGICAL CORP. (Shipper)	Offered hazardous materials in unauthorized packagings; failed to mark the packages with the proper shipping name and identification number; failed to affix the packages with primary and subsidiary hazard labels; offered non-hazardous materials accompanied by a shipping paper which identified them as a hazardous materials. [173.24(c)(1), 173.24(f)(1), 173.213(c), 172.301(a)(1), 172.304(a), 172.402(a)(1), 172.202(e)] Case No. 99-064-SD-EA	\$12,450

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SHOMER-TEC, INC. (Shipper)	Offered hazardous materials that had not been examined or assigned an appropriate shipping classification; failed to provide employee training and create and retain records of training and testing. [173.54(a), 173.56(b), 172.702(b), 172.704(a), 172.704(d)] Case No. 98-143-SE-CE	\$11,324
SIERRA CHEMICAL CO., INC. (Cylinder Retester)	Conducted a second retest at the same pressure, rather than at 10% or 100 psi higher (whichever is lower), when the integrity of the equipment could not be maintained due to leakage; failed to provide function-specific employee training. [173.34(e)(3), 173.34(e)(4)(v), 172.702(b), 172.704(a)(2)] Case No. 98-160-CR-WE	\$2,000
SIKA CORPORATION (Shipper)	Offered hazardous materials in a non-specification packagings; failed to mark the packages with a proper shipping name and identification number; failed to mark the packages with orientation arrows applicable to shipments of liquid hazardous materials. [173.245(a), 173.202(b), 172.301(a), 172.312(a)] Case No. 97-025-SB-WE	\$11,070
SKYLINE BEAUTY SUPPLY CORPORATION (Shipper)	Offered hazardous materials in non-specification packagings; failed to mark the packagings with the proper shipping name and identification number; offered hazardous materials accompanied by a shipping paper that did not list the total quantity in the basic shipping description; failed to provide employee training; represented, marked, and certified a fiberboard box without performing design qualification and periodic testing. [173.119(a), 173.202, 172.301(a), 172.702(b), 172.704(a), 172.704(d), 172.202(a)(5), 172.202(c), 178.601(k), 178.601(d)] Case No. 95-69-SB-WE	\$10,000
SOONER CYLINDER SERVICE, INC. (Cylinder Retester)	Failed to condemn cylinders with permanent expansion exceeding 10% of total expansion; performed hydrostatic retesting with equipment not accurate to within one percent. [173.34(e)(6)(i)(D), 173.34(e)(4)(iii), 173.34(e)(4)(iv)] Case No. 98-225-CR-SW	\$2,000
SOUTHEASTERN FUMIGANTS, INC. (Shipper)	Offered hazardous materials in a DOT-4BA240 cylinder which was in violation of the exemption; failed to provide function-specific employee training and create and maintain records of employee training and testing. [DOT-E 11044-Para 7, 172.702(b), 172.704(a)(2)(d)] Case No. 98-294-SC-SO	\$5,450
SOUTHWESTERN FIRE & SAFETY (Cylinder Retester)	Failed to demonstrate the accuracy the pressure-indicating device on the testing equipment to within 500 psi of actual test pressure for pressures above 3,000 psi; failed to keep and maintain a current copy of 49 CFR; failed to create and retain records of current employee training testing. [173.34(e)(4)(iii)(a), 173.34(e)(2)(v)(A), 172.704(d)] Case No. 99-104-CR-CE	\$3,925
SPORTS INVESTMENT COMPANY D/B/A ALPINE SKI SPORTS (Cylinder Retester)	Performed hydrostatic retesting with equipment not calibrated to an accuracy of one percent; failed to provide employee training. [173.34(e)(3), 172.702(b), 172.704(a)] Case No. 95-254-CR-EA	\$4,000
STANISLAUS FIRE PROTECTION SERVICES, INC. (Cylinder Retester)	Failed to condemn cylinders with permanent expansion exceeding 10% of total expansion; conducted a second retest without increasing the test pressure by 100psi or 10% (whichever is lower) when the accuracy of the system could not be maintained due to leakage; failed to provide employee training. [173.34(e)(4), 173.34(e)(3), 172.702(b), 172.704(a)] Case No. 97-022-CR-WE	\$5,300
STATE INDUSTRIAL PRODUCTS, INC. (Shipper)	Offered hazardous materials in unauthorized non-UN-standard packagings; offered hazardous materials in packagings marked with the statement "Inside containers comply with prescribed regulations" when the inside containers did not comply with the regulations. [173.202, 171.14(a)(2), 173.25(a)] Case No. 98-273-SB-SO	\$6,750

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STONE CONTAINER CORPORATION (Paper Bag Manufacturer)	Manufactured, marked, certified, and sold multi-wall water-resistant paper bags when the design qualification tests were not conducted; failed to conduct the periodic retest of the bags at least once every 12 months; failed to retain complete records of the design qualification tests. [178.601(d), 178.601(e), 178.601(l)] Case No. 98-270-BGM-SO	\$11,250
STRATCOR, U.S. VANADIUM CORPORATION (Shipper)	Offered hazardous materials in a portable tank for which the periodic retest had become due; failed to mark the most recent retest date on the tank. [173.32(e)(1)(i), 173.32(e)(3), 173.32(e)(5)] Case No. 99-209-SPT-SW	\$3,200
DOOLEY TACKABERRY, INC. (Cylinder Retester)	Failed to condemn cylinders with permanent expansion exceeding 10% of total expansion; performed hydrostatic retesting with equipment not calibrated to an accuracy of one percent; failed to maintain accurate records of reinspection and retest. [173.34(e)(4), 173.34(e)(3), 173.34(e)(5)] Case No. 96-256-CR-SW	\$6,000
TARR, INC. (Shipper)	Offered hazardous materials in an unauthorized non-specification, non-UN-standard outer packagings; failed to list the proper shipping name on the accompanying shipping paper; failed to mark packagings containing liquid with orientation markings. [173.119, 173.202, 172.202(a)(1), 172.202(a)(3), 173.312] Case No. 96-08-SB-WE	\$5,000
TECHMATIC, INC. (Shipper)	Offered hazardous materials in an unauthorized, non-UN-standard packagings; failed to mark packagings with the proper shipping name and identification number; failed to close a UN standard 55-gallon drum according to the manufacturer's closure instructions. [173.22(a)(2), 173.212(a), 172.301(a), 172.301(b), 173.22(a)(4), 173.24(b)(f)(2)] Case No. 98-283-SD-SO	\$5,000
TECHNICAL ORDNANCE, INC. (Shipper)	Offered hazardous materials that had not been examined or approved and, thus, were forbidden for transportation; offered hazardous materials accompanied by a shipping paper that did not include a 24-hour emergency response telephone number; failed to include an exemption number notation on a shipping paper. [173.51(b), 173.86(b), 172.201(d), 172.604(a), 172.203(a)] Case No. 94-62-SE-CE	\$26,600
TEMPLETON TEMPLET WELDING SUPPLY, INC. (Cylinder Retester/Shipper)	Performed hydrostatic retesting with equipment not calibrated to an accuracy of one percent; filled and offered cylinders that were out of test; failed to check a cylinders' daily compression values for at least 30 days; offered compressed gas without marking the cylinder with the technical name of the material. [173.34(e)(3) 173.301(c), 173.302(e), 172.301(b)] Case No. 95-30-CRS-SW	\$7,500
THE RESEARCH INSTITUTE (Third-Party Package Certifier)	Represented and certified multi-wall paper bags when the design qualification drop test and the period drop test were not properly conducted; failed to maintain complete records of design qualification tests and periodic retests. [178.602(c), 178.603(a), 178.603(e)(1), 178.601(l), 171.2(f)(1)] Case No. 97-108-PC-SW	\$2,800
THE WET SHOP, INC. (Cylinder Retester)	Failed to condemn a cylinder with permanent expansion exceeding 10% of total expansion; conducted a second retest without increasing the test press by 100psi or 10% (whichever is lower) when the accuracy of the test apparatus could not be maintained due to leakage; failed to remark aluminum exemption cylinders as DOT 3AL; failed to maintain accurate records of reinspection and retest; failed to provide employee training. [173.34(e)(4), 173.34(e)(3), 173.23(c), 173.34(e)(5), 172.702(b), 172.704(a)] Case No. 94-149-CR-EA	\$4,000

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<p>TRIGON CORPORATION D/B/A SUNRISE ENVIRONMENTAL SCIENCES (Shipper)</p>	<p>Offered hazardous materials in unauthorized UN-standard packagings; affixed packagings with a subsidiary hazard label that displayed the hazard class of the material. [173.290, 173.201, 172.402(b)] Case No. 96-207-SB-WE</p>	<p>\$3,912</p>
<p>TUNNELL BARREL & DRUM CO., INC (Drum Reconditioner)</p>	<p>Represented, certified, and marked steel drums without performing design qualification tests; failed to mark the correct identification code and drum thickness. [173.28(c)(3), 178.601(d), 178.503(a)(2), 178.503(a)(9), 178.509(a)(1)] Case No. 96-164-DR-EA</p>	<p>\$3,840</p>
<p>ULTRA SCIENTIFIC, INC. (Shipper)</p>	<p>Failed to mark the outer package with the proper shipping name of the materials; failed to affix the required hazard class label to the outer package; failed to provide a shipping paper describing the materials; failed to provide emergency response information or list a 24-hour emergency response telephone number. [172.301(a), 172.400(a)(1), 172.600(c), 172.604(a)] Case No. 99-313-SB-EA</p>	<p>\$8,800</p>
<p>UNION PACIFIC DISTRIBUTION (Shipper)</p>	<p>Offered hazardous materials in an intermodal portable tank without conducting the required periodic hydrostatic retest. [173.32(c)] Case No. 98-023-SIT-HQ</p>	<p>\$2,800</p>
<p>UNIROYAL CHEMICAL COMPANY, INC. (Shipper)</p>	<p>Offered hazardous materials in fiber drums without assembling the drums as specified in the manufacturer's closure notification and as assembled for the design qualification testing; failed to use authorized UN standard packagings. [173.22(a)(2), 173.22(a)(4), 173.224(a), 173.22(b)] Case No. 98-095-SD-EA</p>	<p>\$4,650</p>
<p>UNITOR SHIPS SERVICE, INC. (Cylinder Retester)</p>	<p>Failed to condemn cylinders with permanent expansion exceeding 10% of total expansion; performed hydrostatic retesting with equipment not calibrated to an accuracy of one percent; failed to provide recurrent employee training; offered hazardous materials accompanied by a shipping paper that failed to include a proper shipping description; affixed improper labels on packagings. [173.34(e)(4), 173.301(j), 173.34(e)(3), 172.702(b), 172.704(c)(2), 172.202(a)(1), 172.400, 172.442] Case No. 96-167-CR-SW</p>	<p>\$12,000</p>
<p>VALMET AUTOMATION (Shipper)</p>	<p>Offered hazardous materials in packagings without maintaining documentation that the methods of construction, packagings design, and materials of construction complied with the specification; offered hazardous materials accompanied by a shipping paper that did not contain a 24-hour emergency response telephone number monitored at all times; failed to include on the shipping paper the letters "RQ" either before or after the basic shipping description. [173.415(a), 178.350, 172.604(a), 172.203(c)(2)] Case No. 99-214-RMS-SW</p>	<p>\$7,650</p>
<p>VAN LEER CONTAINERS, INC. (Steel Drum Manufacturer)</p>	<p>Manufactured, marked, certified and sold 55-gallon steel drums when the drums were not capable of passing the leakproofness test. [178.601(b), 178.604] Case No. 98-333-DM-EA</p>	<p>\$8,820</p>
<p>VAN WATERS & ROGERS, INC. (Shipper)</p>	<p>Offered hazardous materials not properly packaged in authorized bulk packagings. [173.22(a)(2), 173.242(d), 172.101(h), 172.102(b)(c)] Case No. 99-310-SIBC-EA</p>	<p>\$10,000</p>
<p>VIKING EXPLOSIVES & SUPPLY, INC. (Shipper)</p>	<p>Offered hazardous materials in an MC 306 cargo tank that had not been properly reinspected and tested; failed to provide recurrent employee training. [180.407, DOT-E 8554-Para 8, 172.702(b), 172.704(c)(2)] Case No. 98-014-SE-HQ</p>	<p>\$6,300</p>

Research and Special Programs Administration - Civil Penalty Cases

VP RACING FUELS, INC. (Shipper)	Offered hazardous materials in a non-UN-standard combination packagings; failed to provide employee training. [173.202(a), 173.202(b), 172.702(b), 172.704(a)(c)(2)] Case No. 99-164-SB-WE	\$8,500
VP RACING FUELS, INC. (Shipper)	Offered hazardous materials in packagings certified only to the PG II performance standard, thereby, making them as unauthorized packagings; offered hazardous materials in UN standard drums that had not been closed in accordance with the manufacturer's closure notification. [173.22(a), 173.201, 178.2(b)(2), 178.601(b), 173.24(f)(2)] Case No. 99-206-SP-SW	\$6,000
WEST AGRO, INC. (Shipper)	Represented, marked, and certified an intermediate bulk container when the prescribed retest and reinspection had not been performed; failed to mark the most recent periodic retest date on an IBC. [180.352(a), 173.32(e)(3)] Case No. 98-205-SIBC-SW	\$2,390
WORLD RESOURCES COMPANY, INC. (Shipper)	Represented, marked, and certified flexible intermediate bulk containers as being in compliance when periodic retesting was not conducted; failed to provide closure instructions to persons to whom the packages were transferred. [178.601(e), 178.801(c)(6), 178.2(c)] Case No. 99-180-FIBC-WE	\$3,600
WYOMING VALLEY HEALTH CARE SYSTEM, INC. D/B/A NESBITT MEMORIAL HOSPITAL (Shipper)	Offered hazardous materials, purportedly under terms of a DOT exemption, without holding a copy of the exemption; failed to provide inner packages that were authorized by the exemption or the regulations; offered hazardous materials accompanied by shipping papers that did not list the hazard class, packing group, "DOT E" notation, proper sequence for the basic shipping description and the correct container type abbreviation; failed to provide employee training and create and retain records of training and testing. [173.22(a)(2), 173.22a(b), 173.197(a), DOT-E 11686-Para 7.a.iv, 172.202(a)(2)(4), 172.202(c), 172.203(a), 172.702(b), 172.704(a)(d)] Case No. 98-324-SBG-EA	\$5,650
XIAN PETROLEUM EXPLORATION INSTRUMENT COMPLEX (Shipper)	Offered unapproved, thus forbidden, hazardous materials aboard a passenger aircraft. [173.51(a), 173.54(a), 173.56(b)] Case No. 96-232-FSE-SW	\$16,500