

**RSPA FY 2004 Closed Civil Penalty Cases**

Company	SUMMARY	Amount
A&C AMERICAN CHEMICALS, Ltd. (Shipper)	Offered corrosive solid, acidic, inorganic, n.o.s. (containing sodium bisulfate), in an unauthorized non-UN-standard fiber drum; offered this material accompanied by a shipping paper that did not list the proper shipping name, UN identification number, or packaging group; failed to mark the proper shipping name and UN identification number on the fiber drum. [173.213(a) and (c), 172.202(a)(1), (3), and (4), 172.301(a)] Case No. 02-071-FSD-EA	\$4,000
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.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

Company	SUMMARY	Amount
ABBEY 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
ABBEY 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
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), 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

Company	SUMMARY	Amount
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. (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

Company	SUMMARY	Amount
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 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 SPECIALITY 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

Company	SUMMARY	Amount
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), 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

Company	SUMMARY	Amount
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
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

Company	SUMMARY	Amount
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

Company	SUMMARY	Amount
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



Company	SUMMARY	Amount
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
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
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
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

Company	SUMMARY	Amount
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 packagings 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

Company	SUMMARY	Amount
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
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
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

Company	SUMMARY	Amount
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

Company	SUMMARY	Amount
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
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
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
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

Company	SUMMARY	Amount
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
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

Company	SUMMARY	Amount
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

Company	SUMMARY	Amount
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
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



Company	SUMMARY	Amount
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
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
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

Company	SUMMARY	Amount
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
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

Company	SUMMARY	Amount
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
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 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
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

Company	SUMMARY	Amount
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
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

Company	SUMMARY	Amount
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
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
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

Company	SUMMARY	Amount
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
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

Company	SUMMARY	Amount
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

Company	SUMMARY	Amount
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
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
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



Company	SUMMARY	Amount
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/Ship per)	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

Company	SUMMARY	Amount
<p>GEODAX TECHNOLOGY, INC. (Shipper)</p>	<p>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</p>	<p>\$7,560</p>
<p>GOLDEN APPLIXX CO., INC. (Shipper)</p>	<p>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</p>	<p>\$9,730</p>
<p>GOLDSCHMIDT CHEMICAL CORPORATION (Shipper)</p>	<p>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</p>	<p>\$3,150</p>
<p>GRAPHIC ENTERPRISES, INC. (Shipper)</p>	<p>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</p>	<p>\$9,450</p>

Company	SUMMARY	Amount
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
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
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

Company	SUMMARY	Amount
HAAS SYSTEMS, INC. (Cylinder Retester/Shipper)	Failed to demonstrate the accuracy of the test equipment at pressures withing 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
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

Company	SUMMARY	Amount
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

Company	SUMMARY	Amount
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
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

Company	SUMMARY	Amount
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
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

Company	SUMMARY	Amount
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
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



Company	SUMMARY	Amount
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
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
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
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

Company	SUMMARY	Amount
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/Reco nditioner)	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

Company	SUMMARY	Amount
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
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 'N' 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

Company	SUMMARY	Amount
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
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

Company	SUMMARY	Amount
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
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

Company	SUMMARY	Amount
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

Company	SUMMARY	Amount
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), DOT-E 10833–Paragraphs 7.a.(4) and 8.b] Case No. 02-388-SBG-EA	\$8,400
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
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

Company	SUMMARY	Amount
<p>NASSAU HEALTH CARE CORPORATION (Shipper)</p>	<p>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</p>	<p>\$4,500</p>
<p>NATIONAL AQUATIC SERVICES, INC. (Cylinder Retester)</p>	<p>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</p>	<p>\$5,000</p>
<p>NAVAJO MANUFACTURING CO., INC. (Shipper)</p>	<p>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</p>	<p>\$9,600</p>



Company	SUMMARY	Amount
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

Company	SUMMARY	Amount
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
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

Company	SUMMARY	Amount
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 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
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
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

Company	SUMMARY	Amount
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
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
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
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

Company	SUMMARY	Amount
<p>ONYX ENVIRONMENTAL SERVICES, LLC (Shipper)</p>	<p>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</p>	<p>\$3,100</p>
<p>OZARK WELDING &amp; INDUSTRIAL SUPPLY, INC. (Cylinder Retester)</p>	<p>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</p>	<p>\$5,200</p>
<p>PACIFIC MARKETING GROUP, INC. (Shipper)</p>	<p>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</p>	<p>\$10,000</p>

Company	SUMMARY	Amount
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
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

Company	SUMMARY	Amount
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

Company	SUMMARY	Amount
<p>PARISER INDUSTRIES, INC. (Shipper)</p>	<p>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</p>	<p>\$17,000</p>



Company	SUMMARY	Amount
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
K. PATEL INTERNATIONAL L (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

Company	SUMMARY	Amount
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 proper drop test was not conducted. [178.601(d), 178.603(a)] Case No. 00-613-DM-EA	\$5,100
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
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

Company	SUMMARY	Amount
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
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
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

Company	SUMMARY	Amount
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

Company	SUMMARY	Amount
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
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

Company	SUMMARY	Amount
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

Company	SUMMARY	Amount
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
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
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

Company	SUMMARY	Amount
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



Company	SUMMARY	Amount
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 maintaining 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

Company	SUMMARY	Amount
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
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

Company	SUMMARY	Amount
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
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

Company	SUMMARY	Amount
<p>SUTTON-CLARK SUPPLY INCORPORATED (Cylinder Retester)</p>	<p>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</p>	<p>\$13,000</p>
<p>T WHOLESAL CO., INC. (Shipper)</p>	<p>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</p>	<p>\$6,500</p>
<p>TEMPO PRODUCTS CO., INC. (Plastic Jerrican Manufacturer)</p>	<p>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</p>	<p>\$6,825</p>

Company	SUMMARY	Amount
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
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
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

Company	SUMMARY	Amount
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
TRICHLOROMAT IC-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

Company	SUMMARY	Amount
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 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 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
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
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

Company	SUMMARY	Amount
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
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
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



Company	SUMMARY	Amount
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
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

**Total number of cases - 268**  
**Total civil penalties - \$1,799,425**