

**"Este documento contiene texto en mal estado"**



U.S. Department  
of Transportation

**Research and  
Special Programs  
Administration**

**PENALTY ACTIONS TAKEN BY THE DEPARTMENT OF TRANSPORTATION  
FOR VIOLATIONS OF  
THE HAZARDOUS MATERIALS TRANSPORTATION REGULATIONS**

This publication summarizes penalty actions taken by the operating administrations of the Department of Transportation which have authority and responsibility for enforcing the Hazardous Materials Transportation Regulations. The penalties are grouped by the administration conducting the enforcement action. Each case contains the name of the shipper, carrier, or person(s) involved, a description of the violation; reference to the regulation violated; and the penalty collected.

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

**TOTAL PENALTIES COLLECTED BY ADMINISTRATION BY FISCAL YEAR**

	FY 85	FY 86	FY 87	FY 88
FAA - Air	291,100	383,250	305,900	154,100
FHWA - Highway	437,225	366,500	292,300	218,650
FRA - Rail	655,050	621,575	646,750	396,425
RSPA - Intermodal	127,925	79,163	126,625	335,900
USCG - Water	<u>104,100</u>	<u>23,645</u>	<u>83,150</u>	<u>87,900</u>
	\$1,615,400	\$1,474,133	\$1,454,725	\$1,192,975

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

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

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

RSPA-Edward Bonekemper (202) 366-4400    FAA--Allan Horowitz (202) 267-3137  
FHWA-Paul Brennan (202) 366-0834    FRA-Thomas Phemister (202) 356-0635  
USCG-CDR Randy Helland (202) 267-0497

FEDERAL AVIATION ADMINISTRATION

ALCON PHARMACEUTICALS (Shipper)	Offered for transportation a shipment containing ethanol, a dangerous good, when it was not properly labeled, and in the condition for shipment required by the ICAO Technical Instructions. [Part 1, Ch. 1, Para. 1.2; Part 4, Ch. 1, Para. 1.1(b); Part 4, Ch. 3, Para. 3.1.1; Part 4, Ch. 3, Para. 3.2.9(b)(1); Part 4, Ch. 3, Para. 3.2.9(c)]. Case No. 86SW710757.	\$ 1,000.00.
ALDRICH CHEMICAL COMPANY (Shipper)	Offered for transportation a shipment of dangerous goods when the shipment contained camphor, methyl butyrate, and methyl allyl chloride which are classified as dangerous goods. The waybill listed the nature and quantity as "NOT DANGEROUS GOODS" "12 PACKAGES". The commodity leaked causing three aircraft employees to require treatment for chemical exposure. The cargo was not properly named, classed, identified, documented, certified, described, packaged, marked, labeled, numbered, or declared. The flammable solid and "Cargo Aircraft Only" labels were not affixed. Shipper failed to provide pilot with necessary copies of dangerous goods transport document. Violation of DOT Regulations. [49 CFR 171.11; ICAO Part 1, Ch. 1, Para. 1.2; Part 2, Ch. 11, Table 2-14, Part 3, Ch. 1, Para. 1.1.1; Part 4, Ch. 1, Para. 11.1(b); Part 4, Ch. 2, Para. 2.4.1; Part 4, Ch. 3, Para. 3.1.1; Part 4, Ch. 3, Para. 3.1.2, Para. 3.2.8(b); Part 4, Ch. 4, Para. 4.1.1, Para. 4.1.2, Para. 4.1.7, Para. 4.3.1(a)]. Case No. 84GL730113.	\$30,000.00
AMERICAN AIRLINES (Carrier)	Accepted for transportation a shipment containing butanols. Butanols (butyl alcohol) is classified as a hazardous material under the HMR. The shipment was not properly marked, named, labeled, and exceeded the quantity permitted onboard passenger carrying aircraft. Carrier failed to instruct its officers, agents, and employees having responsibility for shipment of hazardous materials. [171.2(a); 175.3; 175.30(a)(3); 175.30(a)(4); and 175.20]. Case No. 86SW710612.	\$ 5,000.00
ARCONTE NATIONAL LABORATORY (Shipper)	Offered for transportation a shipment containing methyl ethyl ketone, acetone and toluene, which are classified as hazardous materials. Inspection revealed that one broken container of toluene was leaking. The shipment exceeded the quantity permitted on board for passenger-carrying aircraft. It was improperly named, certified, marked, labeled, identified, packaged, and did not include the words, "Cargo Aircraft Only." [171.2(a); 172.200(a); 172.202; 172.202(a)(1); 172.202(a)(2); 172.202(a)(3); 172.202(a)(4); 172.202(c); 172.203(b); 172.203(c)(2); 172.204; 172.204(a) or 172.204(c)(1); 172.204(c)(2); 172.204(c)(3); 172.300; 172.301(a); 172.312(a)(2); 172.400(a); 172.402(b); 173.3(a); 173.6(b)(2); 173.27(a)]. Case No. 86WP760041.	\$22,000.00
CALIFORNIA INJECTION MOLDING COMPANY, INC (Shipper)	Offered for transportation a fiberboard box containing a 5 gallon can of paint (epoxy enamel), a flammable liquid. The airway bill accompanying the shipment was for non-hazardous material packages only. The shipment was inspected and was found to be leaking. The shipment was offered when the shipping paper did not include the proper name, class, quantity, identification, description, or the words "Cargo Aircraft Only" as required. The shipment was not properly marked, labeled, or packaged. [171.2(a); 172.200(a); and 172.202; 172.202(a)(1); 172.202(a)(2); 172.202(a)(3); 172.202(a)(4); 172.204(a) or (c)(1); 172.204(c)(3); 172.300; 172.301(a); 172.312(a)(2); 172.400(a); 172.402(b); 173.3(a); 173.22(a); 173.266(c)(8); 173.6; 173.24(a)(1); 173.24(a)(2)]. Case No. 85NMT20097.	\$18,000.00
CANONIE ENGINEERS, INC. (Shipper)	Offered for transportation one (1) package of Troxler Series 3400 Moisture/Density Gauge with radioactive properties. The proper shipping name under the HMR is "Radioactive Materials N.O.S." The shipping papers did not include the proper shipping name, class, identification number, certification, description, or quantity, and the shipment was not marked, labeled, or packaged in accordance with the HMR. [171.2(a); 172.200(a); 172.202(a)(1); 172.202(a)(2); 172.202(a)(3); 172.202(a)(4); 172.203(d)(1)(i); 172.203(d)(1)(ii); 172.203(d)(1)(iii); 172.203(d)(1)(iv); 172.203(d)(1)(v); 172.203(f); 172.204(a) or (c)(1); 172.204(c)(2); 172.204(c)(3); 172.300; 172.301(a); 172.306(a)]. Case No. 85GL730062.	\$ 4,000.00
CHAPMAN, RICK (Shipper)	Offered for transportation several boxes containing ammunition and explosives as checked baggage aboard passenger carrying aircraft in violation of the HMR. Shipper failed to indicate the total quantity, and the hazardous material was not properly named, classed, identified, certified, described, packaged, marked, or labeled. [171.2(a); 172.101(h); 173.6(a); 172.200(a); 172.202; 172.202(a)(1); 172.202(a)(2); 172.202(a)(3); 172.202(a)(4); 172.204; 172.204(a) or (c)(1); 172.204(c)(3); 172.204(d); 172.300; 172.301(a); 172.400(a); 173.3(a); 173.22(a); 173.266(c)(8)]. Case No. 85WP710054.	\$ 2,000.00
CHEMCENTRAL CORP. (Shipper)	Imported a hazardous material, dioxane, into the United States and failed to provide the shipper and forwarding agent at the place of entry, timely and complete information as to the DOT HMR requirements for shipping the hazardous materials into the United States. [171.12(a)]. Case No. 85GL740058.	\$ 750.00

CLUB MED MANAGEMENT SERVICES (Shipper)	Offered for transportation two packages containing acetylene, which is classified as a hazardous material, and is forbidden on board passenger-carrying aircraft. A records inspection revealed discrepancies associated with the shipment. The shipment was offered for transportation when the shipping papers did not properly indicate the class, the assigned identification number, total quantity, and packaging specifications. [171.2(a); 172.200(a); 172.202; 172.202(a)(2); 172.202(a)(3); 172.202(a)(4)]. Case No. 87S0740042	\$ 3,000.00
M. P. CORPORATION (Shipper)	Offered for transportation a shipment containing lacquer. Lacquer is classified as a hazardous material under the HMR. During the flight, the can of lacquer leaked causing fumes to enter the cockpit of the aircraft, which caused the pilot to suffer harmful effects to his eyes and skin. The shipment was not properly classed, described, packaged, certified, marked, named, labeled, packaged, and in the condition for shipment. [171.2(a); 172.200(a); 172.202; 172.204; 172.300; 172.400(a); 173.6(b)(1)]. Case No. 81S0730277.	\$ 1,000.00
KRESSER ATLAS (Shipper)	Offered for transportation a shipment containing three packages of 29.4 percent ammonium gas dissolved in water. Ammonium hydroxide is classified as a hazardous material under the HMR. Shipper offered hazardous material without shipping papers, and without indicating total quantity. The shipment was not properly named, classed, certified, marked, labeled, and packaged. [171.2(a); 172.200(a); 172.202; 172.202(a)(1); 172.202(a)(2); 172.202(a)(3); 172.202(a)(4); 172.204(a) or (c)(1); 172.204(c)(3); 172.300; 172.301(a); 172.312(a)(2); 172.400(a); 173.1(b); 173.3(a); 173.22(a); 173.6(b)(2)]. Case No. 82SW710833.	\$ 3,500.00
FABERGE, INC. (Shipper)	Offered for transportation two packages containing "Aerosol Products", classified as a hazardous material under the HMR. The packages were not properly named, marked, classed, described, packaged, or labeled. Shipper failed to instruct officers, agents, and employees having responsibility for shipment of hazardous materials. [171.2(a); 172.200(a); 172.202; 172.200(a); 172.202; 172.202(a)(1); 172.202(a)(2); 173.300; 173.1(b)]. Case No. 81WE750091	\$ 1,500.00
LYING TIGER LINE INC. (Carrier)	Accepted dangerous goods for transportation. The commodity contained overpacked steel drums declared as crude oil petroleum. Crude oil petroleum is classified as a hazardous material under the HMR. The overpacks were not properly named or marked, and the shipment did not comply with HMR. [171.2(a); 175.3; 175.30(a)(3); 175.20]. Case No. 87SW710219.	\$ 5,000.00
TURMANITE COMPANY (Shipper)	Offered for transportation a shipment described as "tools" but contained a one gallon can of Dow Corning 1200 Prime Coat. Dow Corning 1200 Prime Coat contains Naphtha, a hazardous material under the HMR. The shipment was not properly named, classed, identified, certified, marked, packaged, and labeled with "Cargo Aircraft Only" labels. Shipper failed to instruct officers, agents, and employees having responsibility for preparing hazardous materials. [171.2(a); 172.200(a); 172.202; 172.202(a)(1); 172.202(a)(2); 172.202(a)(3); 172.202(a)(4); 172.203(f); 172.204; 172.204(a) or 172.204(c)(1); 172.204(c)(2); 172.204(c)(3); 172.300; 172.301(a); 172.312(a)(2); 172.400(a); 172.402(b); 173.1(b); 173.3(a)]. Case No. 87SL740044.	\$12 000.00
GIBSON HOMANS COMPANY (Shipper)	Offered for transportation two cartons containing adhesives. The material should have been classified as a hazardous material. The hazardous material was not certified, marked, named, identified, labeled, classed, described, and packaged. The shipping papers did not include the words "Cargo Only Aircraft". Shipper failed to instruct employees on preparing hazardous materials. [171.2(a); 172.203(f); 172.204(a) or (c)(1); 172.204(c)(3); 172.300; 172.301(a); 172.304(a)(3); 172.312(a)(2); 172.400(a); 172.402(b); 173.1(b)]. Case No. 86SW700003.	\$ 6,000.00
HILTI LATIN AMERICA, LTD. (Shipper)	Offered for transportation dangerous goods containing three packages of resin solution. Resin solution is classified as a hazardous material under the HMR. The shipment was packaged in non-specification fiberboard cartons. There was no entry on the shippers declaration to indicate the appropriate packing group. The hazardous materials were not properly classified, documented, certified, described, packaged, marked, labeled, and in the condition for shipment. [171.11 of the HMR and ICAO Technical Instructions Part 1, Ch. 1, Para. 1.2; Part 4, Ch. 1, Para. 1.1(b); Part 4, Ch. 4, Para. 4.1.6; Part 4, Ch. 2, Para. 2.4.2; Part 4, Ch. 3, Para. 3.1.1; Part 4, Ch. 3, Para. 3.1.2; Part 6, Ch. 1, Para. 1.1(a)]. Case No. 86SW710136.	\$ 4,000.00
HILTI LATIN AMERICA, LTD. (Shipper)	Offered for transportation three packages containing resin solution. Resin solution is classified as a hazardous material under the HMR. The shipment was not properly packaged, declared, classified, documented, certified, described, marked, labeled, and in condition for shipment. [171.11 of the HMR and ICAO Technical Instructions Part 1, Ch. 1, Para. 1.2 and Part 4, Ch. 1, Para. 1.1(b); Part 4, Ch. 4, Para. 4.1.8; Part 4, Ch. 4, Para. 4.1.3(d)]. Case No. 86SW710136.	\$ 1,000.00

KAHN, BENJAMIN (Shipper)	Offered for transportation two cartons identified on the air handbill as electrical equipment. An emission of a strong odor in the aircraft cargo bin triggered a search which revealed that the cartons contained four marine electric storage wet batteries that were leaking acid. Electric storage wet batteries filled with acid are classified as hazardous materials, and are forbidden aboard passenger-carrying aircraft. The shipment was not properly named, identified, certified, classed, described, packaged, marked, labeled, cushioned, and did not include the words "Cargo Aircraft Only." [171.2(a); 172.200(a); 172.202; 172.202(a)(1); 172.202(a)(2); 172.202(a)(3); 172.202(a)(4); 172.203(f); 172.204(a) or (c)(1); 172.204(c)(3); 172.300; 172.301(a); 172.400(a); 172.402(b); 173.3(a); 173.260; 173.6(b)(1); 173.6(b)(4); 173.22(a)(1); 173.24(a)(1); 173.24(a)(2)]. Case No. 86S0740100.	\$ 3,300.00
KOEHLER, KERRY A. (Shipper)	Offered for transportation a tote bag which contained a wood hearth block with approximately 2 bundles of 12 strike anywhere matches which ignited and started a fire. Strike anywhere matches are classified as hazardous material. The shipment did not include the shipping papers, name, ID number, or the quantity of hazardous material. It was improperly classed, described, packaged, marked, labeled, and in condition for shipment required by HMR, and is forbidden for transportation on passenger-carrying and cargo only aircraft. [171.2(a); 172.200(a); 172.202; 172.202(a)(1); 172.202(a)(2); 172.202(a)(3); 172.202(a)(4); 172.204; 172.300; 172.301(a); 172.400(a); 173.3(a); 173.22(a); 173.266(c)(8); 173.176(b); 173.176(c); 172.101(h)]. Case No. 86CE720011.	\$ 550.00
KLM ROYAL DUTCH AIRLINES (Carrier)	Accepted and transported a shipment containing cigarette lighters, a hazardous material, when the shipment was not properly named, described, marked, labeled, classed, identified, certified, and exceeded the quantity permissible per package on board passenger-carrying aircraft. [171.2(a); 171.1(b); 172.10(h)(1); 175.3; 175.20; 175.30(a)(1); 175.30(a)(2); 175.30(a)(4); 175.35(a); 175.75(a)(1)]. Case No. 81WE750020.	\$ 2,500.00
McDONALD, MIKE (Shipper)	Offered for transportation a package described on the airway bill as a lighter machine. Incident to offering the package, shipper denied that the shipment contained lighters, lighter fluid or butane fuel. When cargo contained no external destination labels or markings, personnel opened the package to discover that the lighter machine contained approximately 100 cigarette lighters charged with butane fuel and equipped with ignition elements. The shipment was not properly named, classed, identified, certified, marked, labeled, packaged, and it exceeded the maximum net quantity per package permitted aboard a passenger-carrying aircraft. The "Cargo Aircraft Only" labels were not affixed. [171.2(a); 172.200(a); 172.202; 172.202(a)(1); 172.202(a)(2); 172.202(a)(3); 172.202(a)(4); 172.203(f); 172.204; 172.204(a) or (c)(1); 172.204(c)(3); 172.300; 172.301(a); 172.306(a); 172.400(a); 172.402(b); 172.3(a); 173.22(a); 173.266(c)(8); 173.27(a); 173.21(e)]. Case No. 85GL740049.	\$ 1,500.00
ROBERT BOSCH CORPORATION (Shipper)	Offered for transportation 11 cartons described on the shipping papers as containing "tools." While personnel were handling the cartons the bottom dropped out of one of the cartons. Inspection revealed 10 cartons contained electric storage wet batteries filled with acid, which is classified under the HMR as hazardous material. The shipment was not properly named, marked, labeled, identified, classed, described, quantified, certified, packaged, and affixed with "Corrosive" and "Cargo Aircraft Only" labels. Shipper failed to instruct officers, agents, and employees having responsibility for preparing hazardous materials for shipment. [171.2(a); 172.200(a); 172.200(a)(1); 172.202; 172.202(a)(1); 172.202(a)(2); 172.202(a)(3); 172.202(a)(4); 172.203(f); 172.204(a) or 172.204(c)(1); 172.204(c)(3); 172.300; 172.301(a); 172.312(a)(2); 172.400(a); 172.402(b); 173.3(a); 173.260; 173.6(b)(1); 173.6(b)(4); 173.22(a)(1); 173.24(a)(1); 173.24(a)(2); 173.27(a); 173.1(b)]. Case No. 86WP760050.	\$10,000.00
SCANDINAVIAN AIRLINES (Shipper)	Accepted for transportation 18 cans (500 c.c. trifluorethane) contained in an overpack. Trifluorethane is classified as a dangerous good. The shipment was not marked, labeled, named, classed, identified, or placarded in accordance with the HMR. [175.3; 175.30(a)(3); 175.20(e)(2); and 175.30(e)(3)]. Case No. 85WP710169.	\$ 4,000.00
STARFLIGHT, INC. (Shipper)	Transported a hazardous material which was not handled and transported in accordance with the HMR, or an exemption issued under Subpart B of Part 107. Shipper also failed to comply with regulations by not thoroughly instructing employees in the requirement of handling hazardous materials. [171.2(b); 175.20]. Case Nos. 85SW710374 and 85SW700032.	\$12,500.00

**FEDERAL HIGHWAY ADMINISTRATION**

THE POWDER CO. carrier)	Shipper offered hazardous materials for transportation in nonspecification packages. [171.2(a); 173.33(a) and 173.268(b)(3)--3 counts].	\$ 15,000.00
X EDWARDS INC carrier)	Failure to report an incident involving hazardous materials improper labels. [177.81--1 count 177.807--2 counts 172.420--1 count. 172.423--1 count].	\$ 9,600.00
IN MEK, INC. carrier)	Transporting hazardous materials not accompanied by properly prepared shipping papers [177.817--10 counts].	\$ 4,500.00
ST CHEMICALS carrier)	Transporting hazardous materials not accompanied by properly prepared shipping papers [177.817--4 counts].	\$ 800.00
JEMA FUEL CO INC. carrier)	Transporting hazardous materials not accompanied by properly prepared shipping papers [177.817--7 counts].	\$ 5,000.00
DER CHEMICAL carrier,	Recklessly or permitting driver to drive more than 10 hours. Failing to require driver to prepare driver vehicle inspection report. Failing to retest cargo with date of last test [395.3(a)(1) and 177.804--1 count. 395.3(a) and 177.804--5 counts. 177.824(h)--1 count].	\$ 5,500.00
LIAM F. RIDGWATER carrier)	Failing to have in effect the required minimum level of financial responsibility. Failing to maintain list of motor vehicle violations. Recklessly or permitting false entries. Transporting hazardous materials not accompanied by properly prepared shipping papers. [387.7(a)--1 count. 391.51(b) and 177.804--2 counts. 177.817(a)--1 count].	\$ 4,000.00
carrier)	Transporting a hazardous material in a cargo tank loaded in excess of maximum filling density [173.311--9 counts].	\$ 10,000.00
POWELL CHEMICAL, A carrier)	Failure to maintain the required minimum levels of financial responsibility. Transporting hazardous material in an unauthorized cargo tank [173.311--5 counts 173.33(a) and 173.268(b)(3)--7 counts].	\$ 4,000.00
W. S. IN carrier)	Shipping and transporting a cylinder with compressed gas when the prescribed retest of the cylinder had not been made. [173.301(c)--2 counts].	\$ 500.00
GO carrier)	Failing to maintain a driver qualification file for each driver employed [177.817(a) and 391.51--7 counts].	\$ 3,000.00
LANARK CONTAINER CO., INC. carrier,	Recklessly or permitting a driver to drive after having been on duty more than 7 hours in 8 consecutive days. Operating a cargo tank that has not been visually inspected at least once in every 2-year period [177.817(a) and 395.3(a)--11 counts 177.824(b)--11 counts].	\$ 15,000.00
REFRAC CORP carrier)	Shipping a hazardous material in commerce that is not properly classed, described, packaged, marked and labeled [171.2(a)--1 count].	\$ 10,000.00
AC DELIVER CO., INC. carrier,	Motor, poisons and poisons [177.841(e)--6 counts].	\$ 16,000.00
LEF TRANSPORTATION CO., INC. carrier)	Failure to report an incident involving hazardous materials. [177.817--2 count].	\$ 3,600.00
A M TRANSPORT, INC. carrier)	The carrier failed to maintain a copy of retest and inspection reports for its MC 307-SS cargo tank. [177.814(d)--1 count].	\$ 1,000.00
HAZARDOUS WASTE CONSULTANTS, INC carrier)	Using a driver not physically examined and certified within the preceding 24 months. Failure to retain driver's record of duty status at the driver's home terminal [177.817(a) and 391.45(b)--2 counts. 177.804 and 395.8(k)].	\$ 1,500.00
LENA CHEMICAL CO. carrier)	Failing to maintain a driver qualification file for each driver employed [177.804 and 391.51(b)--5 counts].	\$ 10,000.00
YSTONE FIREWORKS MTG. carrier)	Failing to maintain the required minimum levels of financial responsibility. [387.7(a)--2 counts].	\$ 3,000.00
E & EASTES TANK LINES, INC. carrier)	Operating motor vehicle with air leak at a brake hose connection [177.804 and 395.46(b)--1 count].	\$ 2,000.00

LEMON PROPANE, INC. (Carrier)	Driver not medically examined and certified to drive in last 24 months. Failing to maintain list of violations in qualifications file. Failing to maintain employment application in qualifications file. Failing to maintain responses of State agencies in qualification file. Failing to include proper hazard class and ID number on shipping paper. [391.45(b)--1 count. 391.51(b)(4)--1 count. 391.51(c)(2)--1 count. 391.51(c)(3)--1 count. 172.202--1 count].	\$ 3,750.00
MACON & MARTINI TRANSPORTATION, INC. (Carrier)	Failing to have a file certificate or manufacturer's data report on a cargo tank [177.814--1 count].	\$ 9,000.00
MARTIN PAINT STORES, INC. (Carrier)	Failing to maintain proof of financial responsibility at principal place of business. Recording a non-hazardous material as a hazardous material on a shipping paper. [387.7(d)--1 count. 172.202(e)--2 counts].	\$ 3,000.00
MATTSON TRANSPORTATION, INC. (Carrier)	Requiring/permitting driver to make false entries on record of duty status. Failure to maintain cargo retest and inspection reports. [177.804 and 395.8--2 counts. 177.824, 173.33 and 177.814(d)--2 counts].	\$ 3,500.00
MAXWAY CORPORATION (Carrier)	Transporting hazardous materials not accompanied by a properly prepared shipping paper. [177.817(a)--3 counts].	\$ 1,000.00
METRO LIQUID CARRIERS (Carrier)	Requiring or permitting false entries on driver's record of duty status. [177.804 and 395.8--3 counts].	\$ 1,200.00
MITCHELL OIL CO., INC. (Carrier)	Failing to maintain at the carrier's principal office a cargo tank retest and inspection report for a required 2-year visual inspection. Operating a cargo tank used to transport hazardous materials without all manhole closures properly closed and secured. Operating an MC-306 cargo tank used to transport hazardous materials without an operative remote emergency discharge control device. Operating a cargo tank used to transport hazardous materials with the metal identification plate painted over. Transporting hazardous materials in an unauthorized cargo tank. [177.814(d)--4 counts. 173.24; 173.117; 177.804; 177.837(e); 173.33; 177.802; and 178.341-5--1 count. 173.33(1985) and 49 CFR 178.326-17(1967); and 178.340-10(b)--1 count. 173.3 and 173.33--1 count].	\$ 6,000.00
NORTHWESTERN SUPPLY CO. (Carrier)	Transporting shipment of hazardous materials not accompanied by a shipping paper [177.817--5 counts].	\$ 3,600.00
NATIONAL TRANSFER (Carrier)	Improperly prepared shipping papers [172.202--3 counts].	\$ 4,500.00
OAK HARBOR FREIGHT LINE (Carrier)	Improperly prepared shipping papers. [172.202--1 count].	\$ 3,100.00
POLYSCIENCES, INC. (Shipper)	Offering hazardous materials to motor carrier without properly prepared shipping paper. [172.202--14 counts].	\$ 4,000.00
RED STAR EXPRESS (Carrier)	Transporting a package bearing a poison label in the same motor vehicle with material that is marked foodstuff. [177.841--1 count]	\$ 3,000.00
RELIANCE UNIVERSAL, INC. (Carrier)	Failing to maintain cargo tank certificate or manufacturer's data report at principal place of business or other approved location. Failing to maintain cargo tank retest and inspection reports at principal place of business or other approved location. Operating motor vehicle without having in effect the required level of financial responsibility. [177.814(a)--3 counts. 177.814(d)--5 counts. 387.7(b)--1 count].	\$ 7,500.00
REVERE SUPPLY CO., INC. (Carrier)	Packaging and offering for shipment hazardous material in unauthorized box without required markings. Transporting hazardous material without properly prepared shipping document. Transporting hazardous material in vehicle not displaying any placards. [177.2(a) and 173.92(a) and (d) --1 count. 177.817(a)--3 counts. 177.823--1 count].	\$ 2,000.00
SAYLE OIL COMPANY (Carrier)	Using a driver not physically examined and certified within the preceding 24 months. Failing to maintain a driver qualification file for each driver employed. [177.804 and 391.45(b)--1 count. 177.804 and 391.51(e)--3 counts].	\$ 3,500.00
STATEWIDE TRANSPORT CORP., INC. (Carrier)	Failing to require driver to make and submit a proper record of duty status. Failing to maintain cargo tank certificate or manufacturer's data report at carrier's principal place of business. [177.804 and 395.8(e)--4 counts. 177.814(a)--1 count].	\$ 4,500.00
TEXTILE CHEMICAL CO., INC. (Shipper)	Failing to provide placards to carrier. Failing to sign certificate on shipping paper. [172.204(a)--1 count. 172.506(a)--1 count].	\$ 2,000.00

<b>TOHAWANDA TANK TRANSPORT</b> (Carrier)	Failing to require driver to make and submit a proper record of duty status. [177.804 and 395.8--20 counts].	\$ 9,000.00
<b>TRANSPORT GEORGE LEGER, INC.</b> (Carrier)	Failure to maintain driver qualification file. [177.804 and 391.51--1 count].	\$ 1,000.00
<b>TRANSCONTINENTAL INDUSTRIES</b> (Carrier)	Failing to maintain cargo tank certificate on file. Failing to inspect cargo tanks and failing to mark cargo tank with last date of inspection. [177.814(a)--5 counts. 177.824(b)--2 counts. 177.824(h)--2 counts].	\$ 6,000.00
<b>TRI-CO OIL COMPANY</b> (Carrier)	Failing to maintain a complete driver qualification file for each driver used to transport hazardous materials. Failing to maintain a cargo tank certificate or manufacturer's data report at the carrier's principal office or other approved location. Failing to maintain cargo tank retest and inspection reports at carrier's principal office. [177.804 and 391.51(c)--1 count. 177.814(a)--2 counts. 177.814(d)--2 counts].	\$ 3,500.00
<b>UNIJAX, INC.</b> (Carrier)	Transporting hazardous materials not accompanied by properly prepared shipping paper. [177.817(a)--2 counts].	\$ 3,000.00
<b>WARREN OIL COMPANY COMPANY</b> (Carrier)	Transporting hazardous materials not accompanied by a properly prepared shipping paper. Failing to mark proper shipping name on package containing hazardous materials. Failing to label container of hazardous materials. Transporting hazardous materials in a vehicle that is not placarded. [177.817(a)--4 counts. 172.301(a)--1 count. 172.400(a)--1 count. 177.823(a)--1 count].	\$ 2,000.00
<b>WORSLEY TRANSPORT, INC.</b> (Carrier)	Using a driver not physically examined and certified within the preceding 24 months. Operating a tank motor vehicle used to transport hazardous materials with an inoperative discharge valve. [177.804 and 391.45(b)--3 counts. 177.837(e)--1 count].	\$ 3,000.00
<b>WRIGLEY WAY DAIRY</b> (Carrier)	Failing to maintain a driver qualification file for each driver employed. [177.804 and 391.51]	\$ 2,000.00



**FEDERAL RAILROAD ADMINISTRATION**

ALLIED FIBRE & PLASTICS CO. (Shipper)	Offered for transportation a shipment of Poison B in a placarded car not equipped with a vertical restraint system. [173.31(e)(7)]. Case No. ZAFP-85-1.	\$ 1,750.00
ALLIED ENERGY CO. (Shipper)	Failed to secure the closures on loaded placarded tank cars containing liquified petroleum gas. [174.67(j)]. Case No. ZAEQ-85-1.	\$ 4,500.00
ATCHISON, TOPEKA & SANTA FE (Carrier)	Transported tank cars last containing sodium hydrosulfide solution coupled to the occupied caboose and for which crew had no shipping papers. [174.26(c)]. Case No. ATSF-86-19.	\$ 6,200.00
ATCHISON, TOPEKA & SANTA FE (Carrier)	Improperly entrained loaded, placarded tank cars containing flammable liquid and flammable gas as third through fifth cars behind the locomotives. Waybills bore incorrect description of commodity. [174.25(a); 174.91; 172.202(a)(2); 172.203(g)]. Case No. ATSF-86-20.	\$ 35,500.00
BORG WARNER CORP. (Shipper)	Offered for transportation an empty placarded car, last containing a flammable liquid, without all closures properly secured. [174.67(k)]. Case No. ZBWC-85-1.	\$ 1,000.00
CYRO INDUSTRIES (Shipper)	Failed to properly secure closures on a loaded, placarded tank car containing a flammable liquid. [173.31(b)(3)]. Case No. ZCI-85-1.	\$ 3,000.00
CHICAGO & NORTHWESTERN TRANSPORTATION CO. (Carrier)	Accepted for transportation placarded trailer containing argon, a nonflammable gas, with illegible shipping papers. Cut off in motion placarded trailer containing a flammable and combustible liquid. [172.201(a)(2); 174.3; 174.8-(a)]. Case No. CNW-85-002.	\$ 3,750.00
CHICAGO & NORTHWESTERN TRANSPORTATION CO. (Carrier)	Transported two placarded tank cars containing hydrochloric acid placed third and fifth ahead of an occupied caboose. [174.91]. Case No. CNW-85-011.	\$ 3,000.00
EXXON CHEMICAL OF AMERICA (Shipper)	Offered for transportation a placarded tank car last containing a flammable liquid without all closures being properly secured. [173.1(b); 174.67(k)]. Case No. ZEXC-85-2.	\$ 2,000.00
GRAND TRUNK WESTERN RAILROAD CO. (Carrier)	Transported a placarded tank car containing ferric chloride at various times entrained first or second behind a locomotive. [174.91]. Case No. GTW-85-008.	\$ 7,000.00
GRAND TRUNK WESTERN RAILROAD CO. (Carrier)	Transported a tank car containing chlorobenzene without the train crew having possession of an accompanying shipping paper. Transported a tank car containing Poison B incorrectly placarded and incorrectly listed on the train consist. [172.508(b); 174.26(b, and (c))]. Case No. GTW-85-009.	\$ 10,000.00
MISSOURI PACIFIC RAILROAD CO. (Carrier)	On separate occasions, transported placarded and empty placarded tank cars without closures being properly secured, without required information on papers, and without crew having a copy of shipping papers in their possession. Incorrectly described as ethylene oxide, on the waybill the contents of tank cars found not to be transporting hazardous materials. [172.202(e); 174.9(b); 174.25(a)(2) and (c)]. Case No. MP-85-33.	\$ 12,000.00
MISSOURI PACIFIC RAILROAD CO. (Carrier)	Improperly entrained placarded various tank cars containing chlorine, methanol, and poison gas next to refrigerator car with internal combustion engine in operation; as the second, third, and fourth cars from the engine; and next to tank car placarded corrosive. [174.90(a)(2); 174.91; 174.92(a)(7)]. Case No. MP-84-003.	\$ 13,750.00
MISSOURI PACIFIC RAILROAD CO. (Carrier)	Transported a placarded tank car last containing anhydrous ammonia entrained as the first car next to the engine and without the crew having a copy of the shipping papers. Transported a placarded tank containing caustic soda entrained next to an open top car with lading protruding beyond the car ends resulting in the open top load shifting and damaging the tank car. [174.28(c); 174.92(a)(6)]. Case No. MP-85-47.	\$ 10,250.00
SHELL OIL CHEMICAL CO. (Shipper)	Offered for transportation tank car placarded EMPTY FLAMMABLE without determining that the tank safety appurtenances and fittings were closed. [173.29(c)(2)]. Case No. SP-84-6.	\$ 1,100.00
SOUTHERN PACIFIC RAILROAD (Carrier)	Failed to provide train crew with documents showing the position in the train of loaded, placarded tank cars containing potassium hydroxide. [174.26]. Case No. SP-84-6.	\$ 4,000.00
SOUTHERN PACIFIC RAILROAD (Carrier)	Transported a number of containers requiring placards aboard flatcars without properly prepared waybills. [172.202; 172.203; 174.26(c)]. Case No. SP-84-8.	\$ 4,000.00

SOUTHERN PACIFIC TRANSPORTATION CO. (Carrier)	Placed empty and empty placarded tank cars last containing sulfuric acid and liquefied petroleum gas, respectively, next to the locomotive. Transported tank cars containing liquefied petroleum gas less than the sixth car from the locomotive and without the crew having copies of the shipping papers or documents indicating position of the cars in the train. [174.26(b) and (c); 174.91; 174.93]. Case No. SP-84-5	\$ 25,100.00
SOUTHERN PACIFIC TRANSPORTATION CO. (Carrier)	On various occasions transported various placarded hazardous materials with incorrect or incomplete shipping papers or without the crew having the papers in their possession or documents indicating the position of the cars in the train; improper placement of cars containing the hazardous materials; and cutting off cars while in motion. [172.202; 172.203; 174.25(c); 174.26(c); 174.84(a); 174.91; 174.93]. Case No. SP-84-7.	\$ 27,100.00
UNIFIED REFINING COMPANY (Shipper)	Failed to properly complete shipping papers for empty tank car last containing liquefied petroleum. Missing from shipping paper were hazard class, identification, number, or the required description including the word "Empty" [172.200(a)(2); 172.202(a)(2) and (3); 172.203(e)(2); 174.25(c)]. Case No. ZURC-85-1.	\$ 2,000.00
UNION OIL COMPANY OF CALIFORNIA (Shipper)	Failed to stencil the proper shipping name or authorized shipping name of the hazardous contents on tank cars containing flammable gas. Incorrectly placarded one car as flammable liquid instead of flammable gas [172.330(a)(1); 172.332, 172.334(d); 172.502(a)(2); 173.314(b)(5)]. Case No. ZUOC-85-1.	\$ 5,000.00
UNION OIL COMPANY OF CALIFORNIA (Shipper)	Offered for transportation loaded placarded tank car containing a flammable liquid in a car authorized to carry only naphtha. [173.31(a)(4)] Case No. ZUOC-84-3.	\$ 500.00
UNION OIL COMPANY OF CALIFORNIA (Shipper)	Offered for transportation placarded tank car containing heptane in a car stencilled to indicate that it was authorized for methanol only. Failed to determine and repair defective fittings and to secure all closures of openings with suitable tool. [173.31(a)(4) and (b)(1) and (3)]. Case No. ZUOC-84-2	\$ 5,200.00
UNION PACIFIC RAILROAD (Carrier)	On various occasions transported cars containing: explosives, entrained as the second through fifth cars ahead of the occupied caboose; corrosive materials, as the fifth car from the engine and the first through fifth cars ahead of an occupied caboose; and yellow phosphorous as the fourth car ahead of the caboose respectively. Transported empty placarded tank cars last containing phosphorous and anhydrous ammonia without the crew having the shipping papers in their possession. [174.26(c); 174.88; 174.91] Case No. UP-84-2.	\$ 34,100.00
UNION PACIFIC RAILROAD (Carrier)	Transported a tank car containing a combustible liquid with the placards reversed displaying a blank white side which hampered emergency efforts in a subsequent derailment. Transported other loaded, placarded cars containing flammable solid poison, flammable gas, and flammable liquids without the crew having in their possession copies of the shipping papers [174.26(c); 174.59; 174.504(a); 174.508(b)]. Case No. UP-86-6	\$ 11,700.00
UNION PACIFIC RAILROAD (Carrier)	On various occasions transported hazardous materials without the train crew having in their possession copies of the shipping papers, with improper descriptions on shipping papers; with cars containing corrosive material and flammable gas as the first through fifth cars from the engine [174.25(a)(2) and (c); 174.26(c); 174.91; 174.93]. Case No. UP-86-12.	\$ 97,000.00
UNION PACIFIC RAILROAD (Carrier)	Transported empty placarded tank cars last containing caustic soda and nonflammable gas as the first cars behind engines. Failed to ensure that openings and outlets on empty placarded cargo tanks last containing crude oil were properly secured. Train crews not having in their possession copies of shipping papers. [172.202(a)(4); 173.29(c)(1); 174.3; 174.26(c); 174.61(c); 174.93]. Case No. UP-86-38.	\$ 34,000.00
UNITED STATES STEEL (Shipper)	Offered for transportation an uninsulated tank car containing flammable liquid without the prescribed outage, without determining that manway cover and outlet valve rod were in proper condition for safe transportation, and that all closures were properly secured. Violation resulted in leakage of product. [173.31(b)(1) and (3); 173.116(a) and (g)]. Case No. ZUSS-84-1.	\$ 2,000.00
UNITED STATES STEEL (Shipper)	Offered for transportation loaded placarded car containing acetone with the interior heater coils overdue for test. [173.31(a)(1) and (c)]. Case No. ZUSS 84-003.	\$ 1,925.00

USS CHEMICALS (Shipper)	Offered for transportation, 1) a shipment of a flammable liquid in a tank car stenciled for transportation of another commodity only; 2) empty car displaying placards lacking the identification number of the hazardous material and with shipping papers that failed to properly describe the commodity. [172.202; 172.203(e); 172.332; 173.1(b); 173.31(a)(4); 174.25]. Case No. ZUSS-84-2.	\$ 500.00
VIRGINIA CHEMICALS INC. (Shipper)	Offered for transportation a tank car containing anhydrous ammonia, lacking a tank head puncture resistance system, and which was not appropriately marked with the name of the commodity. [172.330; 173.1(a); 173.314(b)(6) and (c); 179.105(3)(b)] Case No. ZVCI-84-1.	\$ 6,000.00
VISTA CHEMICAL CO. (Shipper)	Offered for transportation a placarded tank car leaking butyl alcohol from the bottom outlet valve and the unsecured top reduction valve resulting in injury to a rail employee. [173.31(b)(1) and (3)]. Case No. ZVIS-85-1.	\$ 7,500.00
WARREN PETROLEUM CO (Shipper)	Failed to secure closures on loaded placarded tank cars containing liquefied petroleum gas. [173.31(b)(1) and (3)]. Case No. ZWPC-85-1.	\$ 5,000.00
WITCO CHEMICAL CORP (Shipper)	Failed to block and brace a shipment of fifty-five gallon drums of flammable liquid resulting in two of the drums being punctured, leaking their contents. [173.30, 174.55(a) and (b)]. Case No. ZUC-84-1	\$ 3,000.00
W. R. GRACE AND CO. (Shipper)	Offered for transportation tank cars previously containing phosphoric acid with openings improperly secured. [173.29(c)(1) and (2)]. Case No. ZWRC-86-2.	\$ 3,000.00
W. R. GRACE AND CO. (Shipper)	Offered for transportation a placarded tank car filled in excess of its maximum permitted filling density with anhydrous ammonia [173.314(c)] Case No. ZWRG-86-1.	\$ 3,000.00

# RESEARCH AND SPECIAL PROGRAMS ADMINISTRATION

ACEITY ARC, INC. (Shipper)	Offered nonflammable gas for transportation in unauthorized portable tanks, under the terms of an expired exemption. [173.315(a)]. Case No. 88-39-EXR.	\$ 1,500.00
ADVANCED MAGNETICS, INC. (Shipper)	Offered radioactive materials for transportation in packages marked as meeting the DOT 7A specification, without having performed the required testing for Type A containers. [173.415(a)] Case No. 88-95-RMS.	\$ 1,250.00
AEROSOL SERVICES COMPANY, INC. (Shipper)	Offered compressed gas for transportation in nonspecification containers; offered a consumer commodity for transportation in a container which exceeded the authorized capacity; failed to have a shipper's certification on a shipping paper. [173.304; 173.1200(a)(8)(11)(a); 172.204(a)]. Case No. 87-32-SC.	\$ 5,500.00
ALAMO EXPLOSIVES COMPANY, INC. (Shipper)	Offered blasting agents in bulk packagings which did not comply with prescribed requirements, and under the terms of an expired exemption. [173.114(a)(1)]. Case No. 88-42-EXR.	\$ 1,500.00
ALL FIRE EQUIPMENT, INC. (Cylinder Retester)	Performed hydrostatic retesting with inaccurate equipment; retested cylinders at incorrect test pressure; failed to obtain a current retester's identification number; failed to keep or maintain records of reinspection and retest. [173.34(e); 173.34(e)(1)(i); 173.34(e)(3)]. Case No. 87-25-CR.	\$ 5,000.00
ANDRE FIRE EQUIPMENT (Cylinder Retester)	Performed hydrostatic retesting with inaccurate equipment; represented and marked cylinders as having been retested without performing a visual internal inspection. [173.34(e)(1); 173.34(e)(3)]. Case No. 86-20-CR.	\$ 2,000.00
APPLIED COMPANIES (Shipper)	Offered compressed gas for transportation in unauthorized containers, and under the terms of an expired exemption. [173.302(a)]. Case No. 88-58-EXR.	\$ 1,500.00
ARCO PIPELINE COMPANY (Shipper)	Offered flammable liquid and flammable gas for transportation in unauthorized packages and under the terms of an exemption that had expired. [173.119; 173.304; 173.315]. Case No. 88-59-EXR.	\$ 1,500.00
ASELAN OIL COMPANY, INC. (Shipper)	Offered corrosive materials for transportation in packages with unauthorized inner containers, under the terms of an exemption that had expired; offered materials described as etching acid, liquid, n.e.s., which did not meet the definition of that material, under the terms of an exemption that had expired. [173.272 g; 173.209(a)]. Case No. 88-14-EXR.	\$ 5,500.00
ASSOCIATED COURIERS, INC. (Carrier)	Accepted and transported Yellow III radioactive material without placarding the vehicle. [172.506(a)(1); 177.823(a)]. Case No. 87-89-RMC.	\$ 2,500.00
ATASH FIRE & SAFETY EQUIPMENT (Cylinder Retester)	Failed to keep and maintain records of reinspection and retest. [173.34(e)(3)]. Case No. 87-20-CR.	\$ 1,000.00
ATLANTIC RESEARCH CORP. (Shipper)	Offered rocket motors Class B explosive, for transportation in unauthorized packaging under the terms of an exemption that had expired. [173.92]. Case No. 88-76-EXR.	\$ 1,500.00
AURORA BEVERAGE DISTRIBUTORS, INC. (Cylinder Retester)	Performed hydrostatic retesting with inaccurate equipment; failed to have a current retester's identification number. [173.34(e)(1)(i); 173.34(e)(3)]. Case No. 87-26-CR.	\$ 2,000.00
J. I. BAKER CHEMICAL CO. (Shipper)	Offered tetrahydrofuran for transportation in nonspecification package. [173.119(a)]. Case No. 86-02-SB.	\$ 1,000.00
BARKOFF CONTAINER & SUPPLY (Fiberboard Box Manufacturer)	Represented fiberboard boxes marked DOT 12B-30 as meeting that specification when the containers were not complete. [175.205-14]. Case No. 86-24-FBB.	\$ 2,500.00
BAXTER HEALTHCARE SERVICES (Shipper)	Failed to maintain on file and provide to DOT upon request documentation of testing or engineering evaluation showing that containers marked as DOT 7A Type A met those requirements. [173.415(a)]. Case No. 87-68-RMS.	\$ 2,500.00
B. R. BENNETT FIRE EXTINGUISHER SALES & SERVICE (Cylinder Retester)	Represented to be performing hydrostatic retesting without actually performing the tests; failed to have a current retester's identification number. Section 105(c) of HMTA. [173.34(e)(6); 173.34(e)(1)(1)]. Case No. 87-31-CR.	\$ 5,500.00
BENNETT WELDING SUPPLY CO. (Cylinder Retester)	Performed hydrostatic retesting with inaccurate equipment; failed to conduct visual internal examination of cylinders to be retested. [173.34(e)(1); 173.34(e)(3)]. Case No. 87-50-CR.	\$ 3,000.00
BIG THREE INDUSTRIES (Shipper)	Offered flammable gas for transportation in cylinders charged to 10 percent over the marked service pressure and with unauthorized safety relief devices, under the terms of an exemption that had expired. [173.302(c)(1)] Case No. 88-34-EXR.	\$ 1,500.00

BMW OF NORTH MEXICO, INC. (Shipper)	Offered airbag gas generators for transportation in unauthorized packages, under the terms of an exemption that had expired. [173.154]. Case No. 88-44-EXR.	\$ 1,500.00.
BRENDLE, INC. (Cylinder Retester)	Performed hydrostatic retesting with inaccurate equipment; failed to keep and maintain complete records of reinspection and retest. [173.34(e)(3) and (5)]. Case No. 86-09-CR.	\$ 1,500.00
BROCKWAY STANDARD, INC. (Steel Pail Manufacturer)	Failed to conduct periodic drop tests on DOT specification pails; failed to retain a test sample. [178.31-11; 178.135-10; 178.116-12(a)]. Case No. 87-03-PM.	\$ 5,000.00
BROWING, INC. (Shipper)	Offered corrosive material for transportation in packaging with inner containers having a capacity in excess of that authorized; offered packages which were not properly closed. [173.245(a)(21)]. Case No. 87-12-SB.	\$ 2,000.00
BURLINGTON MEDICAL CENTER (Shipper)	Offered radioactive material for transportation in packages labeled as Yellow II that contained quantities requiring Yellow III labels and accompanied by incorrect shipping papers. [172.400(a); 172.403(b); 172.203(d)(1)(iv)]. Case No. 88-02-RMS.	\$ 3,000.00
C-I-L, INC. (Shipper)	Offered explosives for transportation in unauthorized packaging, under the terms of an exemption that had expired. [173.77]. Case No. 88-61-EXR.	\$ 1,500.00
CALOTEX DELAWARE, INC. (Carrier)	Failed to submit a Hazardous Materials Incident Report (Form DOT 5800.1) within 15 days after an unintentional release of hazardous materials during transportation. [171.16]. Case No. 88-53-EMI.	\$ 1,500.00
CAMPOUR, INC. (Shipper)	Offered small arms primers in a package which was not marked to indicate that the inside packages complied with prescribed specifications. [173.25(a)(4)]. Case No. 87-21-SB.	\$ 1,000.00
CATALINA CYLINDERS CORP. (Cylinder Manufacturer)	Performed hydrostatic testing with inaccurate equipment; performed an incorrect guided bend test on a DOT 3AL test sample. [178.46-11(a); 178.46-12(e)]. Case No. 87-34-CM.	\$ 2,500.00
CLEVELAND CONTAINER CORP. (Plastic Container Manufacturer)	Failed to retain test reports of periodic drop and hydrostatic testing on DOT exemption containers; failed to mark DOT registration number on containers as required. [Paragraph 7b of DOT E-9499; 178.19-7(d); 178.16-19(b)(4)]. Case No. 88-21-PPM.	\$ 4,500.00
COLUMBIA NITROGEN CORP. (Shipper)	Offered ammonium nitrate for transportation in unauthorized tank cars, under the terms of an exemption that had expired. [173.154(a)(17)]. Case No. 88-18-EXR.	\$ 3,000.00
COMPO INDUSTRIES, INC. (Shipper)	Offered a flammable liquid with a flash point below 20°F for transportation in unauthorized DOT containers; marked an incorrect identification number on a container. [173.119(a)(3); 172.301(a)]. Case No. 87-53-SF.	\$ 3,000.00
E. L. CURTIS COMPANY (Cylinder Retester)	Failed to perform a complete external examination of DOT 3AA cylinder. [173.34(e)(1); CGA Pamphlet C-6]. Case No. 87-34-CR.	\$ 2,000.00
DEVOS MARINE COATINGS, DIV. CROW GROUP, INC. (Shipper)	Offered a flammable liquid for transportation in nonspecification packages; offered a flammable liquid accompanied by a shipping paper that did not list the hazard class or proper identification number. [173.128; 172.202(a)(2); 172.202(a)(3)]. Case No. 88-48-SB.	\$ 4,000.00
DICKER INTERNATIONAL, INC. (Shipper)	Offered flammable liquid for transportation in nonspecification containers; failed to properly describe the material on a shipping paper. [173.128(b); 172.202(a); 172.201(a)]. Case No. 87-87-SMC.	\$ 3,000.00
E. I. DUPONT DE NEMOURS & CO. (Shipper)	Offered a flammable solid for transportation in unauthorized containers and without a required copy of a special approval accompanying the shipment. [173.21(b)(2); SA-830211]. Case No. 88-17-SD.	\$ 4,000.00
ENGINEERED ASSEMBLIES CORP. (Shipper)	Offered lithium batteries for transportation that were not properly packaged, under the terms of its party status to an exemption, which had expired. [173.206]. Case No. 88-36-EXR.	\$ 750.00
EXPLORATION LOGGING, INC. (Shipper)	Offered lithium batteries for transportation that were not properly packaged, under the terms of its party status to an exemption, which had expired. [173.206]. Case No. 88-37-EXR.	\$ 1,500.00
FIRE EQUIPMENT & MAINTENANCE, INC. (Cylinder Retester)	Failed to have a current retester's identification number; performed hydrostatic retesting with inaccurate equipment; failed to keep and maintain proper records of reinspection and retest. [173.34(e)(1)(i); 173.34(e)(3); 173.34(e)(5)]. Case No. 88-69-CR.	\$ 3,500.00
FMC CORPORATION (Shipper)	Offered Poison B material for transportation in packaging other than DOT specification packaging, under the terms of an exemption that had expired. [173.365]. Case No. 88-13-EXR.	\$ 1,500.00

POMO PRODUCTS, INC. (Shipper/Manufacturer)	Offered compressed gas for transportation in nonspecification aerosol containers; offered a consumer commodity for transportation without performing a required pressure test. [173.304(a); 173.1200(e)(8)(ii)(e)]. Case No. 87-84-SC.	\$ 35,000.00
G. C. INDUSTRIES (Shipper)	Offered compressed gas for transportation in nonspecification containers. [173.304(a)(2); 172.204(a)]. Case No. 87-43-SC.	\$ 2,000.00
GENERAL MOTORS CORP. (Shipper)	Offered lithium batteries for transportation that were not properly packaged, under the terms of its party status to an exemption which had expired. [173.206]. Case No. 88-20-EXR.	\$ 1,500.00
GOULD, INC. (Shipper)	Offered lithium batteries for transportation that were not properly packaged, under the terms of its party status to an exemption which had expired. [173.206]. Case No. 88-65-EXR.	\$ 1,500.00
GUZZLER MANUFACTURING, INC. (Shipper)	Manufactured, marked, and sold nonspecification cargo tanks under the terms of an exemption that had expired. [171.2(c)]. Case No. 88-06-EXR.	\$ 1,500.00
GRANT W. BAGBERG COMPANY (Cylinder Retester)	Failed to have a current retester's identification number; performed hydrostatic retesting with inaccurate equipment; marked cylinders to extend the retest period without performing the proper certification. [173.34(e)(1)(i); 173.34(e)(3); 173.34(e)(15)(iv); 173.302(e)(2)]. Case No. 87-27-CR.	\$ 4,500.00
HAYNES FIRE EXTINGUISHER SERVICE (Cylinder Retester)	Performed hydrostatic retesting with inaccurate equipment. [173.34(e)(3)]. Case No. 87-46-CR.	\$ 1,000.00
INTERNATIONAL SAFETY DEVICES, INC. (Shipper)	Offered nonliquefied compressed gas for transportation in unauthorized packages, under the terms of an exemption that had expired. [173.302(a)(1)]. Case No. 87-59-EXR.	\$ 1,500.00
JEEL COOPERAGE CO., INC. (Steel Drum Manufacturer)	Failed to conduct periodic hydrostatic testing on DOT specification drums. [178.114-12(a)(2)]. Case No. 86-38-DM.	\$ 4,000.00
KAICHEM INTERNATIONAL CORP. (Shipper)	Failed to report an incident involving loss of contents of an exemption shipment, both when it occurred and in subsequent renewal application. [Paragraph 9 of DOT E-9379]. Case No. 87-83-EX.	\$ 12,000.00
KENTUCKY POWDER COMPANY (Shipper)	Offered blasting agents for transportation in prohibited bulk packagings, under the terms of an exemption that had expired. [173.114(a)(1)]. Case No. 88-43-EXR.	\$ 1,500.00
MAGNOLIA WELDING SUPPLY CO. (Shipper)	Offered nonflammable gas for transportation in unauthorized portable tanks, under the terms of an exemption that had expired. [173.315(a)]. Case No. 88-40-EXR.	\$ 3,000.00
MAIDEN VOYAGE ENTERPRISES (Shipper/Importer)	Offered compressed gas for transportation in nonspecification cylinders; failed to list a shipping name and identification number on shipping papers; failed to inform a foreign shipper of the requirements of the Hazardous Materials Regulations that would apply to the shipment in the United States. [173.304(d)(3); 172.202(a)(1); 172.202(a)(3); 171.12(a)]. Case No. 87-62-SC.	\$ 300.00
MALLINCRODT, INC. (Shipper)	Offered radioactive material for transportation in an amount requiring Yellow III warning labels in a package with no labels. [172.403; 173.444]. Case No. 87-64-RMS.	\$ 2,500.00
MANCHESTER TANK & EQUIPMENT CO. (Cylinder Manufacturer)	Used inaccurate equipment to measure volumetric expansion; prepared incorrect inspection reports concerning heat of steel and wall thickness of DOT 4BW cylinders; manufactured and marked cylinders as meeting DOT 4BW specification although minimum wall thickness was not met; prepared incomplete and inaccurate inspection reports for DOT 4E cylinders; utilized test specimens from DOT cylinders which had improper gauge length; performed an improper weld bend test on DOT 4E test coupons; failed to perform a proper hydrostatic test on DOT 4BA cylinders; represented, marked, and sold cylinders as meeting the DOT 4E specification when they did not meet the guided bend test requirements. [178.51-14(a); 178.61-4; 178.61-21; 178.61-10(a)(2); 178.68-4(d); 178.68-20(a); 178.68-15(b); 178.68-17(b); 178.51-14(d)(2); 178.68-17(b)]. Case No. 87-48-CM.	\$ 50,000.00
MAREMONT CORP., AVX DIV. (Shipper)	Offered compressed gas in accumulators that had not been tested, under the terms of an expired exemption. [173.306(f)(2)(iii); 173.306(f)(3)(i)]. Case No. 88-25-EXR.	\$ 1,500.00
MAT CHEMICALS, INC. (Shipper)	Offered flammable liquids with a flash point below 20°F for transportation in unauthorized DOT containers; failed to list hazard class on a shipping paper. [173.119(a)(3); 172.202(a)(2)]. Case No. 87-24-SD.	\$ 3,500.00
J. J. MAUCET COMPANY (Shipper)	Offered Poison B material for transportation in packages that were not labeled, under the terms of an exemption that had expired. [172.400]. Case No. 87-59-EXR.	\$ 2,000.00

METCOR/KLA, INC. (Carrier/Exemption Holder)	Failed to secure, block, and brace a shipment of radioactive material against movement. [177.834(a); 177.842(d)]. Case No. 88-24-RMC.	\$ 2,500.00
A J METLEP HAULING & RIGGING (Carrier)	Transported highway route-controlled quantities of radioactive material on an unauthorized route. [177.825(b)]. Case No. 87-08-RMC.	\$ 3,000.00
MORRISON-KNUDSEN CO., INC. (Shipper)	Offered oxidizing material for transportation in nonspecification packages, under the terms of an exemption that had expired. [173.182]. Case No. 88-09-EXR.	\$ 1,500.00
MYERS CONTAINER CORP. (Steel Drum Manufacturer)	Failed to conduct periodic drop and hydrostatic testing; failed to retain test samples [178.116-12(a)(1); 178.116-12(a)(2); 178.131-11(a)]. Case No. 87-60-DM.	\$ 7,600.00
OTSUKA CHEMICAL CO., LTD. (Foreign Shipper)	Offered a flammable solid, requiring refrigeration for stabilization, for transportation without having approval to do so; failed to mark shipping name and identification number on container. [173.21(b)(2); 172.301(a)]. Case No. 87-72-FSD.	\$ 6,000.00
PENNWALT CORPORATION (Shipper)	Offered organic peroxides for transportation in containers having a higher gross weight than authorized and in non-specification boxes with handholds; with unauthorized inner packagings; and in outside containers closed by an unauthorized method, under the terms of three exemptions that had expired. [173.15-; 173.154(a)(2); 173.158(a)(3); 178.205-17(a)]. Case No. 87-82-EXR.	\$ 4,500.00
PBETO CHEMICAL SYSTEMS (Carrier)	Failed to submit a Hazardous Materials Incident Report (Form DOT 5800.1) within 15 days after an unintentional release of hazardous materials during transportation. [171.16]. Case No. 88-54-HMI.	\$ 1,000.00
PIEDMONT CONVERTING, INC. (Shipper/Importer)	Failed to notify a foreign shipper about the requirements of 49 CFR that would apply to a shipment of flammable liquid in the United States. [171.12(a)]. Case No. 87-30-IMP.	\$ 2,500.00
PIONEER CHEMICALS, INC. (Shipper)	Offered a flammable liquid with a flash point below 20°F for transportation in unauthorized DOT containers. [173.119(a)(3)]. Case No. 87-61-SC.	\$ 2,500.00
PLASTI-DRUM CORPORATION (Plastic Drum Manufacturer)	Manufactured and marked plastic drums as meeting UN 1H1 specification, which, when tested, failed both ambient drop and hydrostatic test. [178.0-3(a); 171.2(d)(1)]. Case No. 87-01-PDM.	\$ 4,000.00
PROCTOR & GAMBLE DISTRIBUTION, INC. (Shipper/Importer)	Failed to notify a foreign shipper about the requirements of 49 CFR that would apply to a shipment of flammable liquid in the United States. [171.12(a)]. Case No. 87-32-IMG.	\$ 4,000.00
RANGER TRANSPORTATION (Carrier)	Failed to submit a Hazardous Materials Incident report (Form DOT 5800.1) within 15 days after an unintentional release of hazardous materials during transportation. [171.16]. Case No. 87-56-HMI.	\$ 1,500.00
RELIANCE ELECTRIC COMPANY (Shipper)	Offered hazardous materials for transportation in packages without labels, under the terms of an exemption that had expired. [172.400]. Case No. 88-64-EXR.	\$ 1,500.00
REEB BROS., INC. (Shipper/Importer)	Offered compressed gas for transportation in nonspecification containers; failed to properly describe materials on a shipping paper. [173.304(d)(3); 172.202(a)]. Case No. 87-69-SC.	\$ 3,000.00
RHEEM PACIFIC PACKAGING (Steel Drum Manufacturer)	Failed to conduct periodic drop and hydrostatic testing on DOT specification steel drums. [178.116-12(a)(1); 178.116-12(a)(2)]. Case No. 87-77-DM.	\$ 9,000.00
ROBINSON CHEMICAL CO., INC. (Carrier)	Failed to submit a Hazardous Materials Incident report (Form DOT 5800.1) within 15 days after an unintentional release of hazardous materials during transportation [171.16]. Case No. 87-49-HMI.	\$ 1,000.00
ROEM AND HAAS COMPANY (Shipper)	Offered hazardous substances and wastes for transportation not packaged in accordance with the regulations, under the terms of an exemption that had expired. [Part 173; Subparts D, E, F, and H]. Case No. 88-19-EXR.	\$ 1,500.00
SERADYN, INC. (Shipper)	Offered corrosive materials for transportation in packaging not authorized by the regulations, under the terms of an exemption that had expired. [173.242(a); 173.286(c)]. Case No. 87-67-EXR.	\$ 4,000.00
SERVICEMASTER COMPANY (Shipper)	Transported flammable liquids in vehicles equipped with combustion cargo heaters, rather than catalytic heaters, under the terms of an exemption that had expired. [177.834(1)(2)(i)]. Case No. 87-58-EXR.	\$ 2,000.00
SKAGIT VALLEY FIRE EQUIPMENT (Cylinder Retester)	Represented and marked DOT 3A and 3AA cylinders as having been hydrostatically retested, when they had not been so retested. [173.34(e)(6)]. Case No. 82-03-CR.	\$ 2,000.00

BOB SMITH CORPORATION (Cylinder Retester)	Failed to obtain a current retester's identification number. [173.34(e)(1)(1)]. Case No. 87-29-CR.	\$ 1,000.00
J. FREDERICK SMITH CHEMICAL CO. (Shipper)	Offered corrosive materials for transportation in packages with unauthorized inner containers, under the terms of an exemption that had expired. [173.268(b)(6); 173.269(a)(4)] Case No. 88-26-EXR.	\$ 1,000.00
S. J. SMITH WELDING SUPPLY (Shipper)	Offered liquid nitrogen for transportation in a nonspecification portable tank, under the terms of an exemption that had expired. [173.315(a)]. Case No. 86-35-EXR.	\$ 2,500.00
STEIGERWALT ASSOCIATES (Independent Inspection Agency)	Failed to ensure proper compliance for hydrostatic tests and weld bend tests conducted on DOT 3AL cylinders; failed to ensure compliance with all marking requirements for DOT 3AL cylinders; failed to provide complete DOT 3AL test records to manufacturer. [178.46-4(d); 178.46-11(a); 178.46-12(b); 178.46-4(d)(11); 178.46-4(d)(12)]. Case No. 87-38-IIA.	\$ 6,000.00
STRATE WELDING SUPPLY CO., INC. (Shipper)	Offered compressed gas for transportation in unauthorized portable tanks, under the terms of an exemption that had expired. [173.315(a)]. Case No. 88-41-EXR.	\$ 1,500.00
SYNCO INTERNATIONAL CORP. (Shipper)	Failed to maintain on file and provide to DOT upon request documentation of testing or engineering evaluation showing that containers marked as DOT 7A Type A met those requirements. [173.415(a)]. Case No. 87-28-RMS.	\$ 3,000.00
TECHNICAL OIL TOOL CORP. (Shipper)	Offered lithium batteries for transportation that were not properly packaged, under the terms of its party status to an exemption, which had expired. [173.206]. Case No. 88-38-EXR.	\$ 1,000.00
U.S. CHLORINE, INC. (Shipper)	Offered oxidizing material in nonspecification containers; failed to properly describe material on a shipping paper. [172.202(a); 173.217(a)]. Case No. 87-15-ES.	\$ 4,000.00
UNITROYAL CHEMICAL CO. INC. (Shipper)	Offered carbon disulfide for transportation in unauthorized packages; offered a Poison B liquid for transportation in packages marked with an incorrect shipping name and identification number, and affixed with an incorrect hazard warning label. [173.121(a); 172.301(a); 172.400(a)]. Case No. 88-08-SP.	\$ 5,000.00
UNIV OF NEW MEXICO SCHOOL OF MEDICINE (Shipper)	Offered radioactive material for transportation in an amount requiring Yellow III warning labels in a package labeled with a Yellow II label. [172.403(b)]. Case No. 88-04-RMS.	\$ 2,000.00
VAN LEER CONTAINERS, INC. (Steel Drum Manufacturer)	Manufactured, marked, and sold DOT 37B-450 containers without performing required periodic drop testing; manufactured, marked, and sold DOT 17C containers without performing required periodic drop and hydrostatic test; failed to perform leakage tests on DOT 17E containers. [178.132-11(a) and (c); 178.115-12(a)(1) and (2); 178.116-13(a)]. Case No. 88-07-DM.	\$ 4,500.00
JIM WALTER TRANSPORTATION (Carrier)	Failed to submit a Hazardous Materials Incident report (Form DOT 5800.1) within 15 days after an unintentional release of hazardous materials during transportation. [171.16]. Case No. 87-55-HMI.	\$ 1,500.00
WELKER ENGINEERING CO. (Exemption Cylinder Manufacturer)	Manufactured exemption cylinders with sidewalls below the required minimum wall thickness; failed to conduct a fire test on safety relief devices used in exemption cylinders; failed to conduct hydrostatic test, burst test, and flattening test on one exemption cylinder out of each lot of 500 or less; failed to conduct a proper proof pressure test; failed to provide complete test reports [DOT E-7657; 178.42-2(a); 178.42-10(a); 178.42-11(a)(1); 178.42-11(a)(2); 178.42-11(a)(3); 178.42-4(d)]. Case No. 87-31-ECM.	\$ 6,000.00
WILSON OXYGEN AND SUPPLY, INC. (Shipper/Carrier)	Transported incompatible hazardous materials in the same vehicle, under the terms of an exemption that had expired. [177.848]. Case No. 87-79-EXR.	\$ 1,500.00
WORTHINGTON CYLINDERS (Cylinder Manufacturer)	Failed to conduct a proper proof pressure test and correct flattening test on DOT specification 39 cylinders and test specimens. [178.65-11(a)(1); 178.65-11(a)(2); 178.65-12(a)(3)]. Case No. 86-27-CM.	\$ 3,500.00



## UNITED STATES COAST GUARD

ABERDOUR SHIPPING, LTD.	The tank vessel ARAGUANEY'S cargo tanks were not inerted as required by 46 CFR 32.53-5. Also, all cargo tank ullage openings did not have adequate flame screens. [46 CFR 35.30-10; 32.53-5]. Case Number MV87001173.	\$ 2,000.00
ALABAMA DRYDOCK	Barge 71-060 did not have flame screens on any cargo tank ullage openings. [46 CFR 35.30-10]. Case Number MV87004759.	\$ 750.00
AMERICAN COMMERCIAL BARGE LINES	The name of the commodity transferred (vinyl acetate) was not posted on the warning sign [46 CFR 151.45-2(e)(2)(ii)]. Case Number MV88001634.	\$ 500.00
APEX TOWING COMPANY	Tank barge APEX 103X did not have a certificate of inspection on board while transferring a hazardous material. [46 CFR 31.05]. Case Number MV88001317.	\$ 500.00
ARNE BLYSTAD A/S	Tank vessel LAKE ANINA's Certificate of Fitness for carrying hazardous chemicals in bulk into the U.S. had not been submitted and approved by the U.S. Coast Guard. [46 CFR 153.16(a)]. Case Number MV87004752.	\$ 500.00
ASHLAND OIL, INC.	Tank barge ES 927 did not have posted the commodity name (chloroform) on the warning sign. Also the cargo information cards for chloroform were missing from the barge. [46 CFR 151.45-2(e)(2)(ii); 151.45-2(e)(3)]. Case Number MV88000188.	\$ 750.00
BALTIC SHIPPING COMPANY	The vessel's dangerous cargo manifest did not list cotton (ORM C), a regulated cargo. [176.30]. Case Number MV88000015.	\$ 525.00
BELCHER TOWING COMPANY	Tank barge BELCHER No. 36 did not have flame screens on seven cargo tank ullage openings. [46 CFR 35.30-10]. Case Number MV87004872.	\$ 500.00
BIEHL & COMPANY	Dangerous cargo manifest listed improper shipping names, UN numbers, hazard classes, and did not list stowage locations of hazardous materials. [176.30]. Case Number MV88000421.	\$ 250.00
BRENT TOWING COMPANY	There was no person-in-charge present on the tank barge ADELE RILEY during transfer of anhydrous ammonia. [46 CFR 151.45-4]. Case Number MV87003562.	\$ 250.00
BUFFALO MARINE SERVICE	The tank barge BUFFALO 285 had an inoperative remote emergency shutdown for the cargo pump. [46 CFR 32.50-35]. Case Number MV87006106.	\$ 500.00
CANAL BARGE COMPANY	There was no person-in-charge present on the tank barge FC-1 during transfer of phosphoric acid. [46 CFR 151.45-4]. Case Number MV88002231.	\$ 500.00
CAROLINA SHIPPING COMPANIES	Shipper failed to provide the proper shipping name for two hazardous materials on the dangerous cargo manifest. [176.30(a)(3)]. Case Number MV87004169.	\$ 350.00
CHILEAN LINE, INC.	The vessel's dangerous cargo manifest was not properly prepared. [176.30]. Case Number MV88001443.	\$ 750.00
CHOTIN TRANSPORTATION, INC.	Tank barge CHOTIN 4471 did not have the name and locations of the cargo caustic soda displayed in a discernible manner. [46 CFR 151.45-2(e)]. Case Number MV88002549.	\$ 250.00
COMPANHIA DE NAVEGACAO	Vessel's dangerous cargo manifest listed improper shipping names; and there was no warning sign posted while loading hazardous materials. [176.60; 176.30(a)]. Case Number MV87002599.	\$ 350.00
COULOUTEROS, LTD.	The audible and visual high temperature alarm on the tank vessel DENTELI's inert gas system was inoperative. [46 CFR 32.53-70]. Case Number MV87002910.	\$ 500.00
CROWLEY TOWING & TRANSPORTATION	Tank barge 24 had inoperative pressure/vacuum valves on two cargo tanks carrying hazardous material. [46 CFR 32.55-30]. Case Number MV87001158.	\$ 500.00
DAFNI SHIPPING CORPORATION	The tank vessel DAFNI was transferring a hazardous material without a valid tank vessel examination letter. [46 CFR 2.01]. Case Number MV87001950.	\$ 2,000.00
DIXIE CARRIERS, INC.	Tank barge DXE 3006 did not have flame screens on any cargo tank ullage openings. [46 CFR 35.30-10]. Case Number MV87004850.	\$ 750.00
DIXIE CARRIERS, INC.	Barge DEX 3004 did not have flame screens on any cargo tank ullage openings. [46 CFR 35.30-10]. Case Number MV87004219.	\$ 750.00

DRAVO MECHLING CORPORATION	Tank barge N.M.S. No. 1402 did not have posted the warning sign which includes the name of the hazardous material being transferred. Also, the cargo information cards for chloroform were missing. [46 CFR 151.45-2(e)(2)(ii); 151.45-2(e)(3)]. Case Number MV87006391.	\$ 500.00
DRAVO MECHLING CORPORATION	Tank barge DM 955 did not have a cargo warning sign posted for the cargo caustic soda. [46 CFR 151.45-2(e)]. Case Number MV87005848.	\$ 250.00
EMPRESA NAVIERA SANTA SA	Vessel's dangerous cargo manifest listed improper shipping names and UN numbers, and no stowage locations for the hazardous materials; also, compressed gas, n.o.s. was improperly stowed. [176.30; 172.101]. Case Number MV87007290.	\$ 1,700.00
ERGOF MARINE & INDUSTRIAL SUPPLY	The tank barge GS 1077 was transporting hazardous materials without a valid certificate of inspection. [46 CFR 2.01]. Case Number MV87005891.	\$ 2,000.00
EVERGREEN MARINE	Vessel's dangerous cargo manifest did not contain the proper shipping name and identification number for each hazardous material. [176.30(a)]. Case Number MV88001311.	\$ 700.00
EDNA, INC.	Tank vessel PETROSOLX TIGER entered port with flammable product (naphtha) in cargo tanks that were not inerted. [46 CFR 32.53-5]. Case Number MV87004117.	\$ 5,000.00
FIKA OIL AND CHEMICAL	Tank barge DM 917 did not have the name and location of the cargo styrene displayed in a readily discernible manner. [46 CFR 151.45-2(e)(2)]. Case Number MV88002549.	\$ 500.00
FOSS MARINE COMPANY	The vessel ALASKA TRADER had six butterworth plates open without flame screens and was not under the direct supervision of the person-in-charge. [46 CFR 35.30-10]. Case Number MV87006543.	\$ 3,000.00
GAZOCHEM	Tank vessel SAN SEBASTIAN's Certificate of Fitness for carrying liquefied gases in bulk into the U.S. was not submitted and approved by the U.S. Coast Guard [46 CFR 154.1803(b)]. Case Number MV87004116.	\$ 500.00
GEORGIA PACIFIC CORPORATION	There was no person in charge of transfer operations present on the tank barge ELAINE D during the transfer of chlorine. [46 CFR 151.45-4]. Case Number MV87003010.	\$ 1,000.00
GLOBAL EXPRESS, INC.	The vessel's dangerous cargo manifest did not include the gross weight for all hazardous materials. [176.30(a)]. Case Number MV88001681.	\$ 350.00
GULF INTRACOASTAL MARINE, INC.	The remote emergency shutdown for the cargo pump on the tank barge GIM 1198 was inoperative. [46 CFR 32.50-35]. Case Number MV88002177.	\$ 450.00
HALFORD DITLEY-SIMONSON & COMPANY	The tank vessel A.M. TRADER's cargo tanks were not inerted as required by 46 CFR 32.53-5. [46 CFR 32.53-5]. Case Number MV87002727.	\$ 1,000.00
HANJIN CONTAINER LINES, LTD.	There was no dangerous cargo manifest and proper placards for hazardous materials (batteries, wet, filled with acid); and the batteries were not properly stowed in the container. [172.504(a); 176.76(a)(2); 176.30(a)]. Case Number MV87002413.	\$ 4,100.00
HANJIN CONTAINER LINES, LTD.	Dangerous cargo manifest was improperly prepared in that it showed 19 drums of Poison B when in fact there were 72 drums on the vessel. One drum was leaking inside the vessel. [176.30(a)(4)]. Case Number MV87001401.	\$ 2,000.00
HOEGH LINES AGENCIES, INC.	Vessel's dangerous cargo manifest was not properly prepared. [176.30]. Case Number MV87001773.	\$ 400.00
ISLAND NAVIGATION CORPORATION, LTD.	The vessel's dangerous cargo manifest (DMC) showed improper shipping names for fireworks and cigarette lighters; also missing from the DMC were the UN numbers, stowage locations, and gross weights for the same commodities. [176.30]. Case Number MV87002476.	\$ 2,000.00
ISSKIP BIF	The shipping papers and the dangerous cargo manifest did not comply with 46 CFR 148.02. [46 CFR 148.02]. Case Number MV87006486.	\$ 1,200.00
JABRE SHIPPING	Tank vessel CHEMICAL RUBI did not have flame screens on any cargo tank ullage openings. [46 CFR 35.30-10]. Case Number MV87005748.	\$ 500.00
J. D. IRVING, LTD.	The tank vessel IRVING ARCTIC's cargo tank ullage openings did not have flame screens. [46 CFR 35.30-10]. Case Number MV87001894.	\$ 2,100.00
KAPAL MANAGEMENT (PTE), LTD.	The tank vessel GOODHOPE was off loading unleaded gasoline without a valid tank vessel examination letter; also eight cargo tanks were not inerted as required by 46 CFR 32.53-5. [46 CFR 2.01-6; 46 CFR 32.53-5]. Case Number MV87002008.	\$ 2,500.00

KERR STEAMSHIP COMPANY	The vessel's dangerous cargo manifest did not include the classifications and stowage locations of each hazardous material. [176.30]. Case Number MV87006147.	\$ 175.00
LAGOVEN S.A.	The tank vessel LAGOVEN PARIJA's oxygen recorder to the inert gas generator was inoperative; also there was no warning sign posted at the gangway [45 CFR 30.01-5]. Case Number MV88000347.	\$ 2,850.00
LEEYAC CORPORATION	Tank vessel PHOENIX had flame screens that were holed and did not cover the ullage openings. [46 CFR 35.30-10]. Case Number MV87002152.	\$ 500.00
NATIONAL MARINE SERVICES, INC.	Tank barge N.M.S. 1460 did not have posted the warning sign which included the name of the hazardous material being transferred; also cargo information cards for caustic soda solution were missing. [46 CFR 151.45-2(e)(2)(11); 151.45-2(e)(3)]. Case Number MV87004601.	\$ 1,000.00
NATIONAL MARINE SERVICES, INC.	The tank barge N.M.S. 2507 was transferring anhydrous ammonia without a valid certificate of inspection on board. [46 CFR 2.01]. Case Number MV87003340.	\$ 1,000.00
NAVCOY CORPORATION	Tank vessel AMITY STAR's cargo tanks were not inerted as required by 46 CFR 32.53-5. [46 CFR 32.53-5]. Case Number MV87006507.	\$ 2,000.00
NESTE OY SHIPPING	The tank vessel TAVI did not have a valid tank vessel exam letter while loading methyl tert-butyl ether. [46 CFR 2.01]. Case Number MV88001901.	\$ 900.00
OCCIDENTAL CHEMICAL CORPORATION	The remote emergency shutdown for the tank barge CT2's cargo pump was inoperative. [46 CFR 32.50-35(a)]. Case Number MV88001847.	\$ 500.00
OJFELL WESTFAL-LARSEN	Tank vessel SPINANGER did not have a certificate of inhibition as required for methyl acrylate. [46 CFR 153.912(a)]. Case Number MV88003055.	\$ 1,000.00
OJFELL WESTFAL-LARSEN	Tank vessel NORDANGER's closed gauging devices were inoperative. [46 CFR 153.406]. Case Number MV88001448.	\$ 1,000.00
OLE MAN RIVER TOWING, INC.	Tank barge DMR 3080B did not have flame screens on three cargo tank ullage openings. [46 CFR 35.30-10]. Case Number MV87003570.	\$ 500.00
PETROLEOS MEXICANOS	Tank vessel ALTAIR had torn flame screens on five cargo tank ullage openings. [46 CFR 35.30-10]. Case Number MV87001900.	\$ 2,000.00
RIVEN SHIPPING, INC.	Vessel PLUTO did not list sisal, a hazardous material, on the dangerous cargo manifest. [176.30(a)]. Case Number MV87004699.	\$ 500.00
REDERIET HELEGE R. MYRE A.S.	Tank vessel HELICE's inert gas generator was inoperative. [46 CFR 154]. Case Number MV88001073.	\$ 1,000.00
REDERIET OTTO DANIELSEN	The vessel's fire main was not pressurized during the loading of flammable or combustible liquids; also there were no warning signs posted while loading flammable liquids. [176.315(c); 176.325(b)]. Case Number MV87006105.	\$ 1,225.00
RIVER TRANSPORTATION	Tank barge CHEM 37 carrying vinyl acetate did not have all hatch covers closed, dogged down, or otherwise tightly secured. Case Number MV88001633. [46 CFR 151.45-2(c),(f) and (g)].	\$ 1,500.00
ROBERT HERD & COMPANY	Shipper failed to transport hazardous materials in accordance with 49 CFR 172.101, 172.102, or the IMDG code. [172.101, 172.102, 176.30(a)]. Case Number MV87006062.	\$ 175.00
SABINE TOWING & TRANSPORTATION CO., INC.	Barge STCO 229 did not have flame screens on 12 cargo tank ullage openings. [46 CFR 35.30-10]. Case Number MV87004760.	\$ 500.00
SAMSON TUG & BARGE CO.	The dangerous cargo manifest listed improper shipping names, hazard classes, and SFO UN numbers for a variety of hazardous materials. [176.30]. Case Number MV87004000.	\$ 500.00
SEA TEAM	The tank vessel SPICA's cargo tanks were not inerted as required by 46 CFR 32.53-5. [46 CFR 32.53-5]. Case Number MV88002237.	\$10,000.00
SILVERLINE COMPANY, LTD.	The vessel's dangerous cargo manifest was not signed by the master or other licensed deck officer. [176.30]. Case Number MV87001426.	\$ 500.00
STANDARD SHIPPING	Vessel AFRICAN BEGONIA did not have a dangerous cargo manifest for cotton (ORM C); and three-fourths of its surface was not covered. [176.30(a); 176.900(a)]. Case Number MV87002933.	\$ 600.00

STAVROS DAIYAS MARINE ENTERPRISES	The vessel's cargo was improperly stowed and segregated; and methyl bromide was stowed below deck when on deck stowage is required. [176.83(b), 172.101]. Case Number MV88000431.	\$ 2,000.00
SUDAMERICANA SCHEEPWAARTDIJ B	The tank vessel SWEET TRADER did not have a stop valve at or near the point of entry into the cargo tanks. [46 CFR 32.50-15]. Case Number MV87004173.	\$ 700.00
SVENDBORG LTD & STEAMSHIP CO.	Non-flammable compressed gas and inflammable liquid were not properly segregated on the vessel DRAGON MAERSK. [176.83(b)]. Case Number MV87001772.	\$ 2,100.00
TEE-BU CARGOCEAN	Vessel DUTEOUS did not post warning signs during the transfer of flammable liquids; also acrylic acid was stowed below deck when on deck stowage is required. [176.63; 176.60]. Case Number MV88000420.	\$ 1,750.00
UEMURA KAIUN SHOKAI COMPANY, LTD.	Cargo operation of noxious liquid substances was conducted and not recorded in the vessel's cargo record book. [46 CFR 153.909]. Case Number MV87004929.	\$ 250.00
VENCARIBE, C.A.	The vessel's dangerous cargo manifest did not include cotton, aluminum phosphide, and fireworks. [176.30(a)]. Case Number MV87002610.	\$ 700.00
VROOF B.V.	The vessel's dangerous cargo manifest did not list proper shipping names, weight, package descriptions, and stowage locations for the hazardous materials on board. [176.30(a); 172.500(a)]. Case Number MV88001262.	\$ 500.00
WAE KWONG SHIPPING	The tank vessel LIBERTY BELL VENTURE did not have an operative audible and visual low water alarm to the inert gas system. [46 CFR 32.53-70]. Case Number MV87001771.	\$ 2,000.00
WESTERN MARINE CONSTRUCTION	Vessel KUMIUX did not have a dangerous cargo manifest for the hazardous materials on board. [176.30]. Case Number MV87004687.	\$ 500.00
YUGO STEAMSHIP COMPANY, LTD.	Vessel CHEMILUGANI carried vinyl acetate in a non-approved cargo tank; also the vessel did not have a valid certificate of compliance to carry hazardous materials. [46 CFR 153.900, 46 CFR 153.904]. Case Number MV87002165.	\$ 2,000.00