



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 2  
2890 WOODBRIDGE AVENUE  
EDISON, NEW JERSEY 08837-3679

U.S. ENVIRONMENTAL  
PROTECTION AGENCY-REG. II  
2007 JUL 24 PM 2:32  
REGIONAL HEARING  
CLERK

**JUL 19 2007**

CERTIFIED MAIL-  
RETURN RECEIPT REQUESTED

Dominick Pepe, Controller  
Constant Services, Inc.  
17 Commerce Road  
Fairfield, New Jersey 07004

Re: In the Matter of Constant Services, Inc.  
Docket No. EPCRA-02-2007-4111

Dear Mr. Pepe

Enclosed is a copy of the Consent Agreement and Final Order in the above referenced proceeding, signed by the Regional Administrator of the United States Environmental Protection Agency.

Please note that the forty five (45) day period for the payment of the civil penalty commences as of the date this Final Order is signed by the Regional Administrator. Please arrange for payment of this penalty according to the instructions given in the Consent Agreement (see "Terms of Consent Agreement"). Specifically, please remember to send a copy of the company's payment check to the Complainant, as detailed in the Consent Agreement.

Sincerely yours,

Kenneth S. Stoller, P.E., QEP, DEE  
Chief  
Pesticides and Toxic Substances Branch

Enclosure

cc: Michael Hober, Consultant  
Environmental Compliance Assistance, LLC  
479 Lyons Road  
Basking Ridge, New Jersey 07920

Mr. Andrew Oppermann, EPCRA Program  
State of New Jersey Department of Environmental Protection  
Division of Environmental Safety and Health  
Office of Pollution Prevention and Right To Know  
22 S. Clinton Avenue, 3rd Floor  
P.O. Box 443  
Trenton, New Jersey 08625-0443

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 2

U.S. ENVIRONMENTAL  
PROTECTION AGENCY-REG. II  
2007 JUL 24 PM 2:32  
REGIONAL HEARING  
CLERK

-----X  
In the Matter of :  
: **CONSENT AGREEMENT**  
: **AND**  
: **FINAL ORDER**  
: **DOCKET NUMBER**  
Respondent. : **EPCRA-02-2007-4111**  
: Proceeding under Section 325(c) of :  
Title III of the Superfund :  
Amendments and Reauthorization Act :  
-----X

**PRELIMINARY STATEMENT**

This administrative proceeding for the assessment of a civil penalty was instituted pursuant to Section 325(c) of Title III of the Superfund Amendments and Reauthorization Act, 42 U.S.C. §11001 et seq. [also known as the Emergency Planning and Community Right-to-Know Act of 1986 (hereinafter, "EPCRA")]. The "Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Etc." (40 C.F.R. Part 22 (July 1, 2000)), provide in 40 C.F.R. §22.13(b) that when the parties agree to settle one or more causes of action before the filing of an Administrative Complaint, a proceeding may be simultaneously commenced and concluded by the issuance of a Consent Agreement and Final Order pursuant to 40 C.F.R. §§22.18(b)(2) and (3).

The Director of the Division of Enforcement and Compliance Assistance of the United States Environmental Protection Agency, Region 2 ("EPA or Complainant"), alleges that Constant Services, Inc. located at 17 Commerce Road, Fairfield, New Jersey 07004 violated the requirements of Section 313 of EPCRA (42 U.S.C. §11023) and the regulations promulgated pursuant to that Section, codified at 40 C.F.R. Part 372.

Under Section 313 of EPCRA and 40 C.F.R. §372.22, owners or operators of a facility subject to the requirements of Section 313(b) are required to submit annually, no later than July 1 of each year, a Toxic Chemical Release Inventory Reporting Form R, EPA Form 9350-1 (hereinafter, "Form R"), for each toxic chemical listed under 40 C.F.R. §372.65 and/or 40 C.F.R. §372.28 that was manufactured, imported, processed, or otherwise used during the preceding calendar year in quantities exceeding the established toxic chemical thresholds. The completed and correct Form R is required to be submitted to the Regional Administrator of the EPA and to the State in which the subject facility is located.

As an alternative to the requirements set forth above, pursuant to Section 313(f)(2) of EPCRA (42 U.S.C. §11023(f)(2)), and 40 C.F.R. §372.27, owners or operators of a facility subject to the requirements of Section 313(b), with respect to the manufacture, process or otherwise use of a toxic chemical, may apply an alternate threshold of one million (1,000,000) pounds per year to that chemical if the conditions set forth in 40 C.F.R. §372.27(a) are met. Pursuant to 40 C.F.R. §372.27(b), if the aforementioned alternate threshold for a specific toxic chemical is applicable, such owners or operators, in lieu of filing a Form R therefore, may submit "EPA Toxic Chemical Release Inventory Form A" (EPA Form 9350-2) (formerly the "Certification Statement"; see 59 Fed. Reg. 61488; November 30, 1994). EPA has excluded Persistent Bioaccumulative Toxic Chemicals (PBTs) from eligibility for the "Alternate Threshold for facilities with Low Annual Reportable Amounts." (40 C.F.R. §372.27(e))

EPA and Constant Services, Inc. agree that settling this matter by entering into this Consent Agreement and Final Order ("CAFO") pursuant to 40 C.F.R. §22.13(b) and 40 C.F.R. §22.18(b)(2) and (3), is an appropriate means of resolving this case without further litigation. This CAFO is being issued pursuant to said provisions of 40 C.F.R. Part 22. No formal or adjudicated Findings of Fact or Conclusions of Law have been made. The following constitutes Complainant's Findings of Fact and Conclusions of Law based upon information EPA had obtained through May 23, 2007.

**FINDINGS OF FACT**  
**AND CONCLUSIONS OF LAW**

1. Respondent is Constant Services, Inc. (TRI Facility No.: 07006CNSTN17COM).
2. At all times relevant hereto, Respondent has maintained a facility located at 17 Commerce Road, Fairfield, New Jersey 07004 which is the subject of this Consent Agreement and Final Order (hereinafter, "Respondent's facility").
3. Respondent is a "person" within the meaning of Section 329(7) of EPCRA (42 U.S.C. §11049).
4. Respondent is an owner of a "facility" as that term is defined by Section 329(4) of EPCRA (42 U.S.C. §11049(4)) and by 40 C.F.R. §372.3.
5. Respondent is an operator of a "facility" as that term is defined by Section 329(4) of EPCRA (42 U.S.C. §11049(4)) and by 40 C.F.R. §372.3.
6. Respondent's facility has 10 or more "full time employees" as that term is defined by 40 C.F.R. §372.3.
7. Respondent's facility is in Standard Industrial Classification Code 2754.
8. Respondent's facility is in the American Industry Classification System (NAICS) Code 323111.
9. Respondent's facility is subject to the requirements Section 313(b) of EPCRA (42 U.S.C. §11023(b)) and 40 C.F.R. §372.22.
10. Di(2-ethylhexyl) phthalate (DEHP) (CAS No.: 117-81-7) is listed under 40 C.F.R. §372.65.
11. The established threshold amount for reporting processing DEHP in calendar years 2001, 2002 and 2003 was 25,000 pounds [40 C.F.R. §372.25(a)].
12. Respondent submitted a Form R report to the EPA for processing approximately 39,930 pounds of DEHP for calendar year 2001 on May 22, 2007. The Form R was due July 1, 2002 (the "due date"). The Form R was greater than one year late.
13. Respondent submitted a Form R report to the EPA for processing approximately 36,625 pounds of DEHP for calendar year 2002 on May 22, 2007. The Form R was due July 1, 2003 (the "due date"). The Form R was greater than one year late.
14. Respondent submitted a Form R report to the EPA for processing approximately 43,734 pounds of DEHP for calendar year 2003 on May 22, 2007. The Form R was due July 1, 2004. (the "due date") The Form R was greater than one year late.

15. Respondent was required to submit a complete and correct Form R or Form A for DEHP for the calendar years 2001, 2002 and 2003 to the Administrator of EPA and to the State of New Jersey by each respective due date..

16. Respondent failed to submit, in a timely manner, a complete and correct Form R or Form A for DEHP for each of the calendar years 2001, 2002 and 2003 to the Administrator and to the State of New Jersey .

17. Respondent's failure to submit, in a timely manner, a Form R or Form A for DEHP for each of the calendar years 2001, 2002 and 2003 constitutes a failure for each of those years to comply with Section 313 of EPCRA (42 U.S.C. §11023) and with 40 C.F.R. Part 372.

### **TERMS OF CONSENT AGREEMENT**

Based on the foregoing, and pursuant to Section 325(c) of EPCRA, and in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Etc., 40 C.F.R. §22.18 (hereinafter, "Consolidated Rules"), it is hereby agreed by and between the parties, and Respondent voluntarily and knowingly agrees as follows:

1. Respondent certifies herein that any and all EPA Toxic Chemical Release Inventory Forms submitted for the above-described violation comply with the requirements of Section 313 of EPCRA and the regulations set forth at 40 C.F.R. Part 372.

2. For the purpose of this proceeding, Respondent: (a) admits the jurisdictional allegations of this Consent Agreement as applied to the facility; and (b) neither admits nor denies the specific factual allegations contained in the Consent Agreement and the Findings of Fact and Conclusions of Law section above.

3. Respondent shall pay by cashier's or certified check, a civil penalty totaling **SIX THOUSAND FOUR HUNDRED FORTY DOLLARS (\$6,440.)**, payable to the "Treasurer of the United States of America". The check shall be identified with a notation of the name and docket number of this case, set forth in the caption on the first page of this document.

The check shall be mailed to:

EPA Region 2 (Regional Hearing Clerk)  
P.O. Box 360188M  
Pittsburgh, Pennsylvania 15251

Respondent shall also send a copy of this payment to each of the following:

Ms. Karen Maples, Regional Hearing Clerk  
Office of the Regional Hearing Clerk  
U.S. Environmental Protection Agency -Region 2  
290 Broadway, 16th Floor (1631)  
New York, New York 10007-1866

and

Kenneth S. Stoller, P.E., QEP, DEE, Chief  
Pesticides and Toxic Substances Branch  
U.S. Environmental Protection Agency - Region 2  
2890 Woodbridge Avenue, Bldg. 10, MS-105  
Edison, New Jersey 08837

4. Payment must be received at the above address on or before 45 calendar days after the date of signature of the Final Order at the end of this document (the date by which payment must be received shall hereafter be referred to as the "due date").

a. Failure to pay the penalty in full according to the above provisions will result in the referral of this matter to the U.S. Department of Justice for collection.

b. Further, if payment is not received on or before the due date, interest will be assessed, at the annual rate established by the Secretary of the Treasury pursuant to 31 U.S.C. §3717, on the overdue amount from the due date through the date of payment. In addition, a late payment handling charge of \$15.00 will be assessed for each 30 day period (or any portion thereof) following the due date in which the balance remains unpaid.

c. A 6% per annum penalty also will be applied on any principal amount not paid within 90 days of the due date.

#### **SUPPLEMENTAL ENVIRONMENTAL PROJECT**

5. Respondent agrees to undertake the following Supplemental Environmental Project ("SEP") which the parties agree is intended to secure significant environmental or public health protection and improvements:

a. Within two months of receiving a copy of this Agreement signed by the Regional Administrator, Respondent shall purchase Earthmate GPS PN-20 units (PN-20 w/power Travel Kit AE-7755-101) from DeLorme, Yarmouth, Maine for the Fairfield, LEPC, New Jersey located at 230 Fairfield Road, Fairfield, New Jersey 07006 as shown in Attachment 1.

b. Respondent hereby certifies that, as of the date of this Consent Agreement and Final Order, Respondent is not required to perform or develop the SEP by any federal, state, or local law or regulation; nor is Respondent required to perform or develop the SEP by agreement, grant, or as injunctive relief in this or any other case or in compliance with state or local requirements. Respondent further certifies that Respondent has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP.

c. The total expenditure for the SEP shall be not less than \$5,000.

d. Whether Respondent has complied with the terms of this Consent Agreement and Final Order through implementation of the SEP project as herein required shall be the sole determination of EPA.

6. a.. Respondent shall submit a SEP Completion Report to EPA on or by six months of receiving a copy of this Agreement signed by the Regional Administrator. The SEP Completion Report shall contain the following information:

- (i) Itemized costs, documented by copies of purchase orders and receipts or canceled checks;
- (ii) Certification that the purchased equipment was received by the Fairfield LEPC, NJ located at 230 Fairfield Road, Fairfield, New Jersey 07006 pursuant to the provisions of this Consent Agreement and Final Order; and

b. Respondent agrees that failure to submit the SEP Completion Report or any Periodic Report required by subsection (a) above shall be deemed a violation of this Consent Agreement and Final Order, and Respondent shall become liable for stipulated penalties pursuant to paragraph 10, below.

7. Respondent agrees that EPA may contact the Fairfield LEPC, NJ at any time in order to confirm that the SEP was carried out as agreed above.

8. Respondent shall maintain legible copies of documentation for any and all documents or reports submitted to EPA pursuant to this Consent Agreement and Final Order, and

Respondent shall provide the documentation of any such data to EPA within seven days of a request for such information. In all documents or reports, including, without limitation, the SEP Report, submitted to EPA pursuant to this Consent Agreement and Final Order, Respondent shall, by its officers, sign and certify under penalty of law that the information contained in such document or report is true, accurate, and not misleading by signing the following statement:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

9. a. Following receipt of the SEP Report described in paragraph 6, above, EPA will do one of the following:

- (i) Accept the report;
- (ii) Reject the SEP Report, notify Respondent in writing of deficiencies in the SEP Report and grant Respondent an additional thirty (30) days in which to correct any deficiencies; or
- (iii) Reject the SEP Report and seek stipulated penalties in accordance with paragraph 10 herein.

b. If EPA elects to exercise option (ii) or (iii) above, EPA shall permit Respondent the opportunity to object in writing to the notification of deficiency or disapproval given pursuant to this paragraph within ten (10) days of receipt of such notification. EPA and Respondent shall have an additional thirty (30) days from the receipt by EPA of the notification of objection to reach agreement. If agreement cannot be reached on any such issue within this thirty (30) day period, EPA shall provide a written statement of its decision to Respondent, which decision shall be final and binding upon Respondent. Respondent agrees to comply with any requirements imposed by EPA as a result of any such deficiency or failure to comply with the terms of this Consent Agreement and Final Order. In the event the SEP is not completed as



contemplated herein, as determined by EPA, stipulated penalties shall be due and payable by Respondent to EPA in accordance with paragraph 10 herein.

10. a. In the event that Respondent fails to comply with any of the terms or provisions of this Consent Agreement and Final Order relating to the performance of the SEP described in paragraph 5, above, and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP described in paragraph 5 above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

(i) Except as provided in subparagraph (ii) immediately below, for a SEP which has not been completed satisfactorily pursuant to paragraph 9, Respondent shall pay a stipulated penalty to the United States in the amount of \$4,000.

(ii) If the SEP is not completed satisfactorily, but Respondent: a) made good faith and timely efforts to complete the project; and b) certifies, with supporting documentation, that at least 90 percent of the amount of money which was required to be spent was expended on the SEP, Respondent shall not pay any stipulated penalty.

(iii) If the SEP is satisfactorily completed, but Respondent spent less than 90 percent of the amount of money required to be spent for the project, Respondent shall pay a stipulated penalty to the United States in the amount determined as follows:

$$\text{Stipulated penalty} = [1 - \frac{\text{\$amount SEP cost expended}}{\$5,000}] \times \$4,000$$

(iv) If the SEP is satisfactorily completed, and Respondent spent at least 90 percent of the amount of money which was required to be spent was expended on the SEP, Respondent shall not pay any stipulated penalty.

b. The determinations of whether the SEP has been satisfactorily completed, whether Respondent has made a good faith timely effort to implement the SEP and/or whether the reason for submitting a late completion report is acceptable shall be in the sole discretion of EPA.

c. Stipulated penalties for subparagraph (iii) above shall begin to accrue on the day after performance is due, and shall continue to accrue through the final day of the completion of the activity.

d. Respondent shall pay stipulated penalties within fifteen (15) days of receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of paragraph 3. Interest and late charges shall be paid as stated in paragraph 3 herein.

11. Complainant at its discretion may waive any stipulated penalties specified above.

12. Any public statement, oral or written, made by Respondent making reference to the SEP shall include the following language, "This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for violations of Section 313 of EPCRA, 42 U.S.C. § 11023 and regulations pursuant to that Section, 40 C.F.R. Part 372."

13. a. If any event occurs which causes or may cause delays in the completion of the SEP as required under this Agreement, Respondent shall notify EPA in writing within 10 days of the delay or Respondent's knowledge of the anticipated delay, whichever is earlier. The notice shall describe in detail the anticipated length of delay, the precise cause of delay, the measures taken by Respondent to prevent or minimize delay, and the timetable by which those measures will be implemented. Respondent shall adopt all reasonable measures to avoid or minimize any such delay. Failure by Respondent to comply with the notice requirements of this paragraph shall render this paragraph void and of no effect as to the particular incident involved and constitute a waiver of Respondent's right to request an extension of its obligation under this Agreement based on such incident.

b. If the parties agree that the delay or anticipated delay in compliance with this Agreement has been or will be caused by circumstances entirely beyond the control of Respondent, the time for performance hereunder may be extended for a period no longer than the delay resulting from such circumstances. In such event, the parties shall stipulate to such extension of time.

c. In the event that EPA does not agree that a delay in achieving compliance with the requirements of this Agreement has been or will be caused by circumstances beyond the control of Respondent, EPA will notify Respondent in writing of its decision and any delays in completion of the SEP shall not be excused.

d. The burden of proving that any delay is caused by circumstances entirely beyond the control of Respondent shall rest with Respondent. Increased cost or expenses associated with the implementation of actions called for by this Agreement shall not, in any event, be a basis for changes in this Agreement or extensions of time under section (b) of this paragraph. Delay in achievement of one interim step shall not necessarily justify or excuse delay in achievement of subsequent steps.

14. This Consent Agreement is being voluntarily and knowingly entered into by the parties in full and final settlement of the civil liabilities that might have attached as a result of the allegations contained in the Complaint. Respondent has read the Consent Agreement, understands its terms, finds it to be reasonable and consents to the issuance and its terms. Respondent consents to the issuance of the accompanying Final Order. Respondent agrees that all terms of settlement are set forth herein.

15. Respondent explicitly and knowingly consents to the assessment of the civil penalty as set forth in this Consent Agreement and agrees to pay the penalty in accordance with the terms of this Consent Agreement.

16. Respondent explicitly waives its right to request or to seek any Hearing on the Complaint or any of the allegations therein asserted, on this Consent Agreement or on the Findings of Fact and Conclusions of Law herein, or the accompanying Final Order.

17. Respondent waives any right it may have pursuant to 40 C.F.R. § 22.08 to be present during discussions with or to be served with and to reply to any memorandum or communication addressed to the Regional Administrator or the Deputy Regional Administrator where the purpose of such discussion, memorandum, or communication is to discuss a proposed settlement of this matter or to recommend that such official accept this Consent Agreement and issue the attached Final Order.

18. This Consent Agreement and Final Order does not waive, extinguish, or otherwise affect respondent's obligation to comply with all applicable provisions of EPCRA and the regulations promulgated thereunder.

19. Each undersigned signatory to this Consent Agreement certifies that he or she is duly and fully authorized to enter into and ratify this Consent Agreement and all the terms and conditions set forth in this Consent Agreement.


20. Each party hereto agrees to bear its own costs and fees in this matter.

21. Respondent consents to service upon Respondent by a copy of this Consent Agreement and Final Order by an EPA employee other than the Regional Hearing Clerk.

**RESPONDENT:**

**Constant Services, Inc.**

BY: \_\_\_\_\_



Authorizing Signature

NAME: \_\_\_\_\_

*Dominick Pepe*  
(PLEASE PRINT)

TITLE: \_\_\_\_\_

*Controller*

DATE: \_\_\_\_\_

*6-8-07*

**COMPLAINANT:**

\_\_\_\_\_  
**Dore LaPosta, Director**

Division of Enforcement and Compliance Assistance  
U.S. Environmental Protection Agency - Region 2  
290 Broadway  
New York, New York 10007

DATE: \_\_\_\_\_

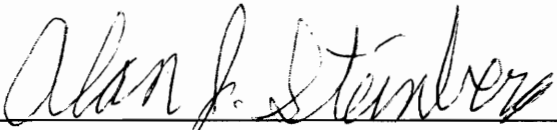
*JUNE 25, 2007*

**In the Matter of Constant Services, Inc.**  
**Docket Number EPCRA-02-2007-4111**

**FINAL ORDER**

The Regional Administrator of the U.S. Environmental Protection Agency, Region 2, ratifies the foregoing Consent Agreement. The Agreement entered into by the parties in full settlement of EPA's Complaint bearing Docket No. EPCRA-02-2007-4111, issued **In the Matter of Constant Services, Inc.** is hereby approved, incorporated herein, and issued as an Order. The effective date of this Order shall be the date of filing with the Regional Hearing Clerk, U.S. EPA Region 2, New York, New York.

DATE: 7-13-07

  
\_\_\_\_\_  
**Alan J. Steinberg**  
Regional Administrator  
U.S. Environmental Protection Agency - Region 2  
290 Broadway  
New York, New York 10007

**CONSTANT SERVICES, INC.**

Docket Number: EPCRA-02-2007-4111

**ATTACHMENT 1**

**SUPPLEMENTAL ENVIRONMENTAL PROJECT**

## LEPC Details

**LEPC Name:** Fairfield, Lepc, NJ  
**Street:** 230 Fairfield Rd  
**Address Line 2:**  
**City:** Fairfield  
**State:** NJ  
**Zip Code:** 07006  
**Contact Person Name:** Frank Bastone  
**Phone:**  
**Fax:**  
**Email Address:**  
**Internal LEPC ID number:** NJ242  
**Last updated on:** February 7, 2006



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### Earthmate GPS PN-20 with Topo USA 6.0 National - BUNDLE



## NEW! Earthmate GPS PN-20 all-in-one bright-color-screen GPS

Includes DeLorme Topo USA DVD software with complete U.S. maps for your PN-20 - \$99.95 value!

- [Highlights](#)
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**Price:** \$369.95

**Quantity:** 1

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1.800.561.5105

Mon-Fri 8am-8pm EST,

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**Fax:**

207.846.7051

### Get a better view of the new *Earthmate® GPS PN-20*

360° Rotate  
View Maps  
Buttons and Controls

↗

(Flash plug-in required. 482k file size.)



**New! Now Shipping.**

Includes the famous Topo USA software, providing complete detailed U.S. topographic & street maps for your PN-20.

[Reviews](#)



### "A New Breed of GPS"

The DeLorme PN-20 represents a new breed of GPS devices. ...a fantastic device...which can display aerial photography and satellite imagery. For people who have dreamed about having a Google Earth type product in a handheld device.... this is it.

- [GPS Review.Net](#)

[Read All](#)

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### What's in the Box


- › The Earthmate GPS PN-20, a rugged, IPX-7 waterproof, TFT color-screen, handheld GPS receiver
- › DeLorme Topo USA software with full U.S. topographic and street-level detail
- › Pre-loaded worldwide highway and major road base map
- › Certificate for \$100 worth of Aerial Data Packet downloads from DeLorme (up to 400 sq. km)
- › USB interface cable
- › A convenient neck lanyard
- › 2 AA Energizer® alkaline batteries
- › Comprehensive user's manual with usage scenario tips

---

### Resources

[Getting Started Guide](#) 

[User Manual](#) 

[PN-20 FAQ](#) 

[GPS Map Comparison](#)

### Additional PN-20 Bundles

[Earthmate GPS PN-20 Deluxe BUNDLE \(includes the Power Travel Kit & a 1-GB SD Card and Reader\) \\$449.95](#)

[Earthmate GPS PN-20 with Topo USA 6.0 National & Power Travel Kit BUNDLE \\$409.95](#)

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## Overview

DeLorme, famous for its topographic and street map detail, has created a GPS receiver to enable anyone to use a wide variety of detailed maps and aerial imagery for all outdoors activities. The Earthmate® GPS PN-20 is a low-cost, high-sensitivity, fully integrated handheld GPS that delivers capabilities previously unavailable at any price.

## Why the All-in-One PN-20 Handheld?

### Maps Included

No extra maps to buy. Includes DeLorme Topo USA 6.0 DVD software with full, updated U.S. topographic & street maps to export as needed to your PN-20. Also includes an on-device highway-level world base map.

### FREE Aerial Imagery Downloads

Includes \$100 worth (400 sq. km) of DeLorme Aerial Data Packets of your U.S. areas of interest. Download Aerial Data Packets containing black & white aerial imagery (DOQQs), Sat-10 colorized satellite imagery, and scanned USGS 7.5-minute quads using Topo USA's NetLink tab.

### Multiple Views of the Same GPS Location

On-device data layering lets you select which map or imagery type to see of your GPS location. Switch among data types to gain a comprehensive view of where you are - it's revolutionary and provides a whole new level of geographic detail.

**Bright Color Screen**

Works in bright sunlight to total darkness. Sharp® brand screen featuring the latest transfective screen technologies to maximize visibility under a variety of lighting conditions.

**Rugged and Waterproof**

Conforms to IPX-7 waterproof standard with impact-resistant rubberized housing for a solid grip. Concealed battery compartment with SD card slot. Includes two AA batteries (Travel Power Kit available separately; or as part of several value bundles, listed at right).

**High-Performance Technology**

Features STMicroelectronics chipset with SiGE RF front-end and DeLorme firmware for outstanding signal acquisition and retention. Works equally well under dense foliage or in-vehicle.

**Easy Exchange of Maps, Tracks, and Waypoints**

Exchange pre-cut multi-state routable regions between Topo USA on the desktop to the GPS, or select only the specific, customized areas you want - topographic maps and imagery. Exchange routes, tracks, and waypoints between the GPS and Topo USA (two-way transfers).

**Extensive On-Device Memory**

75MB of internal flash memory available in addition to the preloaded world base map. Holds up to ten tracks (10,000 points per track); 1,000 user-defined waypoints; and 50 routes. SD slot also available.

**Powerful Topographic Software Included**

The included Topo USA PN-20 software is loaded with additional capabilities for use on a desktop PC. Create automatic road and trail routes, elevation profiles, and realistic 3-D flyovers. No extra charge to you - a \$99.95 retail value by itself!

**NEWS**

**Technical Bulletins**

[Top ten technical support docs](#)

New: [Earthmate GPS PN-20 Firmware Update 1.2](#)

**Product Reviews**

**Atlas & Gazetteers**

"For more details than you can ever use in one lifetime, the DeLorme series of Atlas & Gazetteer maps are absolutely the best thing going."

- San Francisco Chronicle

**Press Releases**

**NEW!** Now shipping the Earthmate® GPS PN-20, the only handheld to display DeLorme maps and aerial imagery. Topo USA® software is included. [Read](#)

DeLorme unveils the Earthmate® GPS BT-20, with dual Bluetooth™ and USB connectivity, for business and advanced users. [Read](#)

DeLorme Launches Affordable GPS Module for Easy Integration into OEM Electronic Systems [Read](#)

DeLorme unveils XMap® 5.0 GIS mapping and database management suite, with extensive enterprise-level tools [Read](#)

DeLorme Expands Aerial Imagery Offerings for Use with its Software and New Handheld GPS [Read](#)

[See all Press Releases](#)

**Earthmate PN-20: "A New Breed of GPS"**

"The DeLorme PN-20 represents a new breed of GPS devices. ...a fantastic device, and it leads the way in a new breed of GPS devices which can display aerial photography and satellite imagery. For people who have dreamed about having a Google Earth type product in a handheld device... this is it."

- GPS Review.Net

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[Add Your Own Roads](#)

Bearing: 74.5  
Leg: 195.2 ft  
Total: 2.285

[Find the Nearest Gas Station](#)



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[Plan a College Visit Tour](#)



[Share Your Maps Online](#)

Title:  
  
Notes:

DeLorme

**PROFORMA INVOICE**

P.O. Box 298  
Yarmouth, Maine USA 04096  
FAX 1-800-575-2244

(973) 885-4962  
FAX (973) 244-0178  
ATTN William Smith  
Fairfield Township  
230 Fairfield Rd  
Fairfield, NJ 07004

<b>Order NO.</b>
<b>0169</b>

ORDER NO.	INVOICE DATE	CUSTOMER NO.	SLSMN.	Terms: Pre Pay	SHIP VIA	COL/PPD
0169	May 18, 2007		Randy	check	UPS	Prepaid

QUANTITY ORDERED	ITEM NO./DESCRIPTION	UNITS	UNIT PRICE US DOLLARS	NET PRICE US DOLLARS
13	PN-20 w/Power Travel Kit AE-7755-101	EA	\$339.90	\$4418.70

**COMMENTS: ALL PRICES ARE IN US DOLLARS AND EXCLUSIVE OF VAT, DUTIES OR OTHER TAXES.**

**TERMS:**  
Prices guaranteed for 30 days and apply solely to this quote.  
30-Day Money Back Guarantee (does not include shipping cost)

Licenses of a DeLorme CD-ROM file acquire only those rights specifically set forth in the license agreement included in the product package. DeLorme cannot vary any of the terms and conditions of the license, so expressions in any purchase order that add to or conflict with the terms and conditions of the license agreement are not and will not be accepted. (Sample license agreements are available by fax at 207-846-7053)

<b>SALE AMOUNT:</b>	
Please include your state sales tax (excluding DE, NH, OR, MT)	
<b>FREIGHT:</b>	<b>7.00</b>
<b>TOTAL (US DOLLARS):</b>	

**In the Matter of Constant Services, Inc.**

Docket No. EPCRA-02-2007-4111

**CERTIFICATE OF SERVICE**

I certify that I have this day caused to be sent the Foregoing fully executed CONSENT AGREEMENT and FINAL ORDER, bearing the above-referenced Docket Number, in the following manner to the respective addressees below:

Original and One Copy  
by Interoffice Mail:

Ms. Karen Maples, Regional Hearing Clerk  
Office of the Regional Hearing Clerk  
U.S. Environmental Protection Agency -Region 2  
290 Broadway, 16th Floor (1631)  
New York, New York 10007-1866

Copy by Certified Mail,  
Return Receipt Requested:

Mr. Dominick Pepe, Controller  
Constant Services, Inc.  
17 Commerce Road  
Fairfield, New Jersey 07004

Copy by Mail:

Mr. Andrew Oppermann, EPCRA Program  
State of New Jersey Department of Environmental Protection  
Division of Environmental Safety and Health  
Office of Pollution Prevention and Right To Know  
22 S. Clinton Avenue, 3rd Floor  
P.O. Box 443  
Trenton, New Jersey 08625-0443

Dated: JUL 19 2007



Mary Ann Kowalski, MS, MPH  
Pesticides and Toxic Substances Branch  
U.S. Environmental Protection Agency - Region 2  
2890 Woodbridge Avenue (MS-105)  
Edison, New Jersey 08837