

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2**

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In the Matter of	:	<u>CONSENT AGREEMENT</u>
	:	<u>AND</u>
FORMATION, INC.	:	<u>FINAL ORDER</u>
	:	
Respondent.	:	DOCKET NUMBER
	:	EPCRA-02-2010-4102
	:	
Proceeding under Section 325(e) of Title III	:	
of the Superfund Amendments and Reauthorization Act	:	
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PRELIMINARY STATEMENT

U.S. ENVIRONMENTAL
PROTECTION AGENCY REGION 2
2010 JAN -5 AM 11:14
REGIONAL HEARING
CLERK

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 Formation Inc., located at 121 Whittendale Drive, Moorestown, New Jersey 08057-14365, 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. 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 an "Alternate Threshold Certification Statement" (Form A) pursuant to 40 C.F.R. §372.27(b). Pursuant to 40 C.F.R. §372.27(e), EPA has excluded Persistent Bioaccumulative Toxic Chemicals (PBTs) listed in 40 C.F.R. §372.28 from eligibility for the Alternate Thresholds described in 40 C.F.R. §372.27(a). [59 FR 61502, Nov. 30, 1994, as amended at 64 FR 58750, Oct. 29, 1999; as amended at 71 FR 76944, Dec. 22, 2006; as amended at 74 FR 19005, Apr. 27, 2009]

EPA and Formation, 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 EPA's Findings of Fact and Conclusions of Law based upon information EPA had obtained through October 1, 2009.

FINDINGS OF FACT
AND CONCLUSIONS OF LAW

1. Respondent is Formation Inc. (TRI Facility No.:08057FRMTN121WH.).
2. At all times relevant hereto, Respondent has maintained a facility located at 121 Whittendale Drive, Moorestown, New Jersey 08057, which is the subject of this Consent Agreement and Final Order (hereinafter, "Respondent's facility").
3. Respondent is incorporated in the State of New Jersey.
4. Respondent is a "person" within the meaning of Section 329(7) of EPCRA (42 U.S.C. §11049).
5. 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.
6. 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.
7. Respondent's facility has 10 or more "full time employees" as that term is defined by 40 C.F.R. §372.3.
8. Respondent's facility is in the American Industry Classification System (NAICS) Code 334111.
9. Respondent's facility is subject to the requirements of Section 313(b) of EPCRA (42 U.S.C. §11023(b)) and 40 C.F.R. §372.22.
10. Lead is listed under 40 C.F.R. §§ 372.28 and 372.65.
11. The established threshold amount for reporting the Persistent Bioaccumulative Toxic Chemical lead or lead compounds for the 2007 calendar year was 100 pounds. [40 C.F.R. §372.28]
12. Respondent processed approximately 133 pounds of lead during calendar year 2007.
13. Respondent was required to submit a complete and correct Form R for lead or lead compounds for calendar year 2007 to the Administrator of EPA and to the State of New Jersey by July 1, 2008.
14. Respondent submitted a Form R to the EPA for lead for calendar year 2007 on December 9, 2008. The Form R was 161 days late.
15. Respondent's failure to submit, in a timely manner, a complete and correct Form R report for lead for calendar year 2007 constitutes a failure 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 as set forth in paragraphs 1 thru 9, inclusive; and (b) neither admits nor denies the Findings of Fact and Conclusions of Law section, above.
3. Respondent shall pay a civil penalty totaling **TWO THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$2,450)**. Payment shall be made by cashier's or certified check or by electronic fund transfer (EFT). If the payment is made by check, then the check shall be made payable to the "**Treasurer, United States of America,**" and shall be mailed to:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, Missouri 63197-9000

The check shall be identified with a notation thereon listing the following: **IN THE MATTER OF FORMATION INC.** and shall bear thereon the **Docket Number EPCRA-02-2010-4102**. 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"). If Respondent chooses to make the payment by EFT, then Respondent shall provide the following information to its remitter bank:

- 1) Amount of Payment.
- 2) SWIFT address: FRNYUS33, 33 Liberty Street, New York, NY 10045.
- 3) Account Code for Federal Reserve Bank of New York receiving payment: 68010727.
- 4) Federal Reserve Bank of New York ABA routing number: 021030004.
- 5) Field Tag 4200 of the Fedwire message should read " D 68010727 Environmental Protection Agency."
- 6) Name of Respondent: **Formation Inc.**
- 7) Case Number: **EPCRA-02-2010-4102.**

Such EFT must be received on or before 45 calendar days after the due date of this CAFO. Whether the payment is made by check or by EFT, the Respondent shall promptly thereafter furnish reasonable proof that such payment has been made to both:

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 Avenuc, Bldg. 10, MS-105
Edison, New Jersey 08837

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 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

4. 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. Project Summary – Emergency Planning and Preparedness

Formation Inc. will spend \$10,373 on a Maytag Energy Advantage Soft-Mount High-Speed Extractor-OPL-208/240 (Model No.: MFS35PNFTS) for the Lenola Fire Company located at 229 North Lenola Road, Moorestown, New Jersey 08057. This commercial washing machine is

designed specifically for decontaminating firefighting gear. The cost of the unit, including shipping and installation, is \$10,373 based on a quote dated September 9, 2009. Formation Inc. will purchase the unit by December 30, 2009. Formation Inc. will purchase the equipment directly from the supplier as well as paying the supplier to install the equipment at the response unit's facility. The unit will then be donated to the Lenola Fire Company.

The SEP Policy requires a cash penalty of 25% of the gravity based penalty after all other deductions are taken. The minimum cash penalty would be \$2,450. (25% X \$9,800) This allows the penalty to be mitigated by a maximum of \$7,350 for the SEP. In order to qualify for this penalty offset, the Respondent must spend at least \$9,188 because SEP guidance only allows us to offset the penalty by 80% of the monies spent on the SEP when it is an Emergency Planning and Preparedness SEP.

b. Respondent hereby certifies that, as of the date of this Consent Agreement and Final Order, Respondent was 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. Additionally, the Lenola Fire Company is not receiving any funds from Homeland Security for this purchase. The Lenola Fire Company currently sends all its equipment off-site for decontamination.

c. 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.

5. a. Respondent shall submit a SEP Completion Report to EPA on or by three months of the date the Regional Administrator signed this Agreement, which shall include;

- (i) Itemized costs, documented by copies of purchase orders and receipts or canceled checks;
- (ii) Certification that the purchased equipment was received and installed by the company.

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.

6. Respondent agrees that EPA may inspect the facility at any time in order to confirm that the SEP was carried out as agreed, above.

7. 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.

8. a. Following receipt of the SEP Report described in paragraph 5, above, EPA will do one of the following:

- (i) Notify the company of acceptance of the report within 45 days of its receipt by EPA.
- (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.

9. 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 **\$7,350**.

(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:

$$\text{Stipulated penalty} = [1 - \frac{\text{\$amount SEP cost expended}}{\$9,188}] \times \$7,350$$

(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, whether specific expenditures that have been made are creditable toward the required SEP expenditures 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 the completion report is due.

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.

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

11. Any public statement, oral or written, made by Respondent making reference to this 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."

12. a. If any event occurs which causes or is reasonably likely to 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.

13. For federal income tax purposes, Respondent agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in the performance of the SEP.

14. This Consent Agreement is being voluntarily and knowingly entered into by the parties in full and final settlement of all civil liabilities under the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. §11001 et seq.) and the regulations promulgated thereunder, 40 C.F.R. Part 372, that attach or might have attached as a result of the Findings of Fact and Conclusions of Law set out above.

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. Formation Inc. has read the Consent Agreement, understands its terms, and voluntarily consents to its issuance and to abide by its terms and conditions, including payment of the full amount of the civil penalty in accordance with the terms set forth above. Respondent consents to the issuance of the accompanying Final Order. Respondent agrees that all terms of settlement are set forth herein.

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.

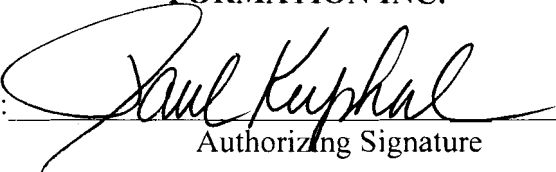
19. Each undersigned signatory to this Consent Agreement certifies that he or she is duly and fully authorized to enter into and ratify this Consent Agreement and all the terms and conditions set forth in this Consent Agreement.

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:

FORMATION INC.

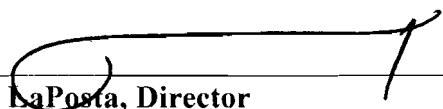
BY: 
Authorizing Signature

NAME: PAUL KUPHAL
(PLEASE PRINT)

TITLE: VP, OPERATIONS

DATE: DECEMBER 3, 2009

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: DECEMBER 14, 2009

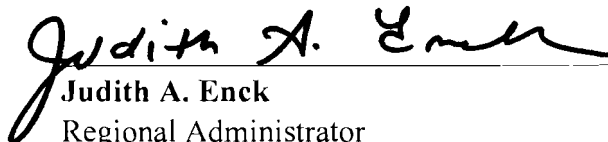
IN THE MATTER OF FORMATION INC.
Docket Number EPCRA-02-2010-4102

FINAL ORDER

The Regional Administrator of EPA, Region 2, concurs in the foregoing Consent Agreement (including Attachment A) in the case of **In the Matter of Formation Inc.**, bearing **Docket No. EPCRA -02-2010-4102**. Said Consent Agreement, having been duly accepted and entered into by the parties, is hereby ratified, incorporated into and issued, as this Final Order, which shall become effective when filed with the Regional Hearing Clerk of EPA, Region 2. 40 C.F.R. § 22.31(b). This Final Order is being entered pursuant to the authority of 40 C.F.R. §§ 22.13(b) and 22.18(b)(3) and shall constitute an order issued under authority of Section 325(c) of EPCRA 42 U.S.C. § 11045(c).

DATE: _____

12/28/09

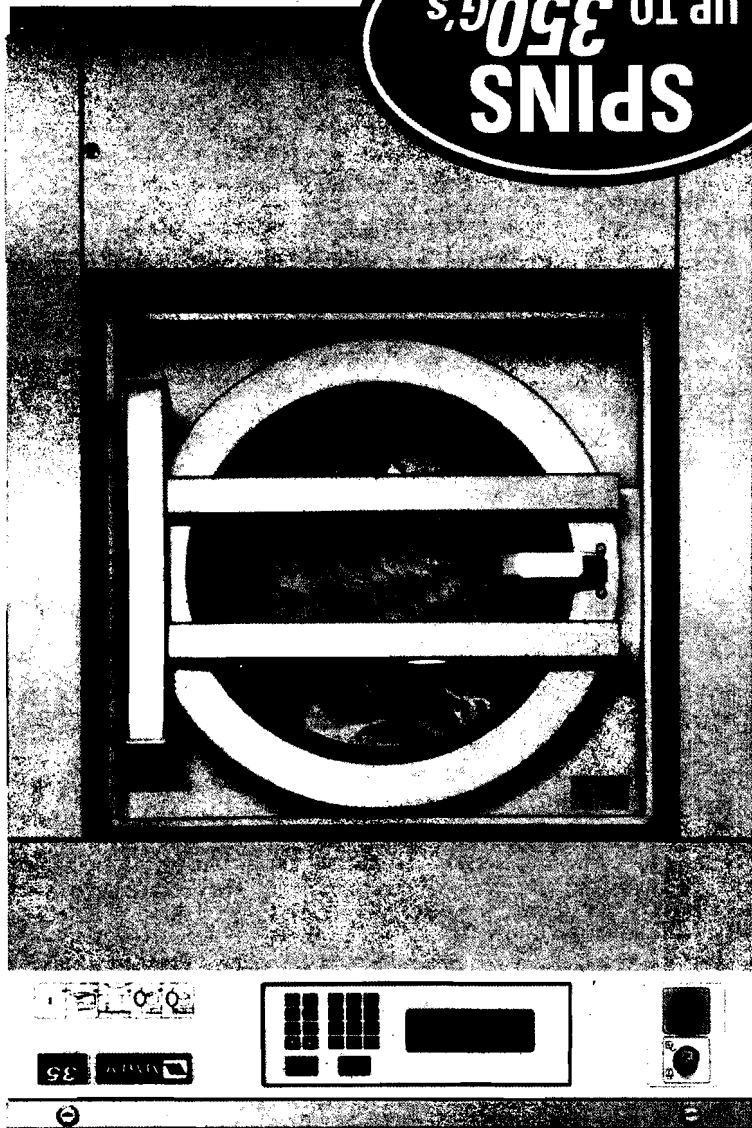


Judith A. Enck
Regional Administrator
U.S. Environmental Protection Agency - Region 2
290 Broadway
New York, New York 10007

Appendix A

Emergency Planning and Preparedness Supplemental Environmental Project

SPINS UP TO 350G'S TO EXTRACT MORE WATER



NEW
EASY TO USE
EXTERNAL
HOOKUPS
FOR CHEMICAL
INJECTION

MFS35PNF

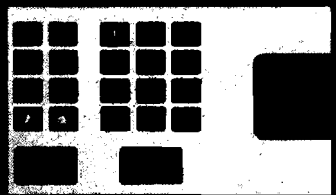
MAYTAG® COMMERCIAL



- Inverter Drive Technology For Longer Life
- Up to 350 G's In Final Spin, Reducing Dry Times
- Easy-To-Operate Microprocessor Controls
- Adjustable Water Temperatures And Levels
- Manual 3 Bay Detergent And Softener Dispenser
- Ability To Use Powdered Or Liquid Chemical Supply
- 8 Chemical Supply Signals
- Extra Large Drain Valve
- Extra-Large Door And Handle
- Heavy-Duty Latch And Door Handle
- Durable Sealed Bearings
- Rugged Frame And Cabinet
- Easy Service Access

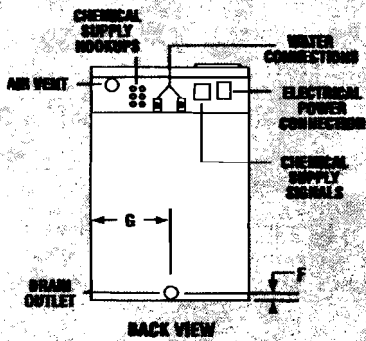
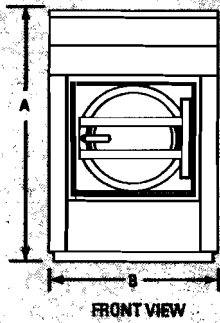
Maytag soft-mount, high-speed extractors feature a suspension system that allows for more flexibility and does not require special foundations for installations.

Maytag microprocessor controls offer 15 preprogrammed cycles, plus the capability to create multiple unique cycles. Also, one-touch cycle selection and multilingual readouts make these controls easy for everyone to operate.



Maytag® Energy Advantage™ Soft-Mount, High-Speed Extractor

MICROPROCESSOR CONTROL



WASHER SPECIFICATIONS	
MODEL	MFS35PNF
MOTOR	
Inverter drive	•
Variable speed	•
HP (kw)	3 (2.2)
Voltage	208 – 240V Single-Phase/Three-Phase
BREAKER SIZE — amps	20
SPEED	
Wash speed — rpm	45
Extract speed — maximum rpm	980
Extract speed — maximum g-force	350
WATER INLET/HOSE	
Water inlet — in. (mm)	.75 (19)
Operating pressure — psi (mpa)	14.5 – 116 (0.1 – 0.8)
Drain size — in. (mm)	3.0 (76) O.D.
CAPACITY	
Lbs. (kg)	35 (16)
Cylinder volume — cu. ft. (liters)	5.9 (166)
Cylinder diameter — in. (mm)	25.6 (650)
Cylinder depth — in. (mm)	19.68 (500)
CABINET	
Stainless Steel	•
APPROXIMATE WEIGHT	
Crated — lbs. (kg)	1070 (485)
Uncrated — lbs. (kg)	1026 (465)
DIMENSIONS	
A) Height — in. (mm)	50.98 (1295)
B) Width — in. (mm)	32.87 (835)
C) Depth — in. (mm)	37.80 (960)
D) Depth including door handle and air vent on back — in. (mm)	40.94 (1040)
Door Opening — in. (mm)	16.14 (410)
See specific instructions for proper installation. Because of continuous product improvement, Maytag reserves the right to change specifications without notice.	

NEW YORK CITY
N.Y.C.



2 YEARS — ALL PARTS
5 YEARS — SHELL,
WELDED FRAME ASSEMBLY,
BASKET, SHAFT ASSEMBLY,
BEARINGS AND SEALS

For a period from the date of original purchase through the times listed above, the designated parts that fail in normal commercial use will be repaired or replaced free of charge for the part itself, with the owner paying all other costs, including labor, transportation and customs duty. Chemical damage is excluded from all warranty coverage. See complete warranty for details.



PURCHASE ORDER

Equipment Marketers - MAYTAG
Commercial Laundry Equipment

100 MELROSE AVENUE • CHERRY HILL, NJ 08003-3699

856.428.3355

215.925.7056

www.equipmentmarketers.net

800.223.1376

FAX 856.428.5477

maytag@equipmentmarketers.net

DATE	ACCOUNT	FACILITY TYPE	TERMS	REFERRED BY
09/09/09		FIRE DEPARTMENT	Net Cash On Delivery	Yellow Pages

LOCATION PHONE	BILL TO PHONE	CELL PHONE	FAX	EMAIL ADDRESS
856-235-9022	856-380-2912	609-792-4908	856-778-8925	PAULK@FORMATION.COM

SOLD TO
FORMATION
121 WHITTENDALE DR
SUITE A
MOORESTOWN, NJ 08057

SHIP TO
LENOLA FIRE COMPANY
229 N LENOLA RD
MOORESTOWN, NJ 08057

PO #	F. O. B	HOW TO SHIP	Approximate Delivery Date	NOTIFY ON ARRIVAL	SALESPERSON
1245	Job Site	CO TRUCK		CHIEF RUGGIANO	BOB LaMAINA

QUANTITY	MODEL	DESCRIPTION	UNIT PRICE	AMOUNT
1	MFS35PNFTS	MAYTAG 35LB SOFT MOUNT WASHER/EXTRACTOR-OPL-208/240	9,395.00	9,395.00
1	BASE35MS6-1	MAYTAG 35LB F/L SOFT MOUNT BASE 6 INCH	300.00	300.00

*** IF YOU ARE TAX EXEMPT, PLEASE PROVIDE A CURRENT TAX EXEMPTION CERTIFICATE AND TAX WILL BE CREDITED OFF.**

Remarks

Equipment Marketers will. . .

- Provide 90 days free labor warranty and all manufacturer's parts warranties.
- Deliver, uncrate, position and level all equipment. Delivery will be made possible if passageways / rooms are large enough to permit delivery without dismantling, etc.
- Provide priority service and discounted service rates on all equipment purchased from Equipment Marketers.

Equipment	9,695.00
Trade In Allowance	0.00
Sub Total 1	9,695.00
Adjustment	0.00
Adjustment	0.00
Bolt Down	0.00
D-U-L Charge	0.00
Inbound Freight	0.00
Shipping Charge	0.00
Sub Total 2	9,695.00
* Sales Tax	678.65
Total Price	10,373.65
Down Payment	0.00
Total Balance Due	10,373.65

THE APPENDED
"PURCHASE ORDER TERMS & CONDITIONS"
ARE INCORPORATED INTO AND MADE PART OF THIS
"PURCHASE ORDER"

PURCHASE ORDER TERMS & CONDITIONS

The goods covered by this contract will remain the property of the seller and title thereto shall not vest in the purchaser until the entire purchase price and notes are paid. The goods shall remain personal property and not become part of any real estate, however attached, and shall at all times be fully insured by the purchaser with loss payable to the seller as its interest may appear.

Destruction of goods by fire or other causes shall not release payments, except to the extent of insurance money actually paid to the seller.

All unpaid installments of purchase price shall at the option of the seller become forthwith due on default of payment of any of them.

In the event that suit is instituted to enforce any of the provisions of this contract, or to reclaim or repossess any of the goods mentioned in this contract, the purchaser agrees to pay a reasonable attorney fee to the seller in such suit in addition to any other amounts found due; and in the event that purchaser shall fail to perform any term or condition of this contract, the seller may at its option immediately reclaim or repossess the goods herein described.

In addition to all other rights that the seller has, the purchaser irrevocably authorizes the seller to remove any monies owed seller from the coin boxes of any goods at any time by any means including changing the locks.

All taxes, including any present or future sales taxes, or other similar taxes - local, state, or federal - levied or assessed on or in connection with this contract and/or the goods covered hereby are to be paid by the purchaser.

The seller is not liable for delay or failure of delivery caused by strikes or other causes beyond its control, and is not liable for consequential damage from any cause whatsoever.

Agreement to deliver any specific item is subject to the seller's obtaining title and possession, and subject also to prior sale.

When goods have been appropriated to this contract, the seller reserves the right to insert the serial numbers thereof in this contract.

The seller warrants all new machinery for the same period as the manufacturer of same, from date of shipment, against defects in material or workmanship - the seller's

obligation being limited, however, to furnishing replacement only for any part returned f.o.b. factory within such period and found by the seller to have been thus defective.

This warranty is contingent upon use of the equipment under normal operating conditions. The seller will not extend this warranty where equipment has been altered by the user; operated under loads, speeds or electrical current characteristics other than those prescribed by the seller; or damaged by negligence or in an accident. With respect to instruments, heating and cooling coils, pumps and other similar accessories furnished with machines made by the seller, and also with respect to complete machines or apparatus made by other concerns and vended by the seller, the seller gives only the same warranty as is given by the respective manufacturer. The seller's warranty as to items made from textiles is limited to defects in workmanship which are immediately brought to the seller's attention on receipt of the item by the purchaser. These warranties are in lieu of all other warranties expressed or implied.

The purchaser agrees to receive and pay in full for all goods on this contract within 180 days from the date of the contract no matter what else is stated except if a shorter time is stated and then the purchaser agrees to the shorter time period.

No warranty is given, and the seller will not assume any responsibility on second-hand equipment sold "as is" (i.e. not rebuilt or overhauled), whether shipped from Factory, Warehouse or Customer's Plant.

ALL PROMISES AND VERBAL UNDERSTANDINGS OR AGREEMENTS OF ANY KIND PERTAINING TO THIS CONTRACT NOT SHOWN HEREIN ARE EXPRESSLY ABROGATED AND WAIVED.

IF OTHER THAN A CASH SALE, THIS CONTRACT IS SUBJECT TO ACCEPTANCE BY THE SELLER AFTER APPROVAL OF PURCHASER'S CREDIT BY FINANCE FACTOR AT ITS HOME OFFICE. ACKNOWLEDGMENT TO THE PURCHASER BY LETTER OF ACCEPTABLE CREDIT BY THE FINANCE FACTOR SHALL BE DEEMED ACCEPTANCE BY THE SELLER.

In the Matter of Formation Inc.

Docket No. EPCRA-02-2010-4102

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. Paul Kuphal, Vice President of Operations
Formation Inc.
121 Whittendale Drive
Moorestown, New Jersey 08057-14365

Copy by Mail:

Mr. Andrew Oppermann, EPCRA Section 313 Program
Bureau of Chemical Release Information & Prevention
New Jersey Department of Environmental Protection
P.O. Box 405
Trenton, New Jersey 08625-0405

Mr. Burt Mason, Quality Engineer
Formation Inc.
121 Whittendale Drive
Moorestown, New Jersey 08057-14365

Dated:

January 5, 2010



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 08837-3679