

NIXON PEABODY LLP ATTORNEYS AT LAW

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September 22, 2014

Via Federal Express

Chautauqua County Clerk 1 N. Erie Street Mayville, NY 14757 Attn: Tracie Haskin (716) 753-4351

Re: Recording of Order on Consent for the New York State Department of Environmental Conservation and Lexington Machining, LLC

Dear Ms. Haskin:

In connection with the above referenced matter, enclosed please find the following documents:

1. One (1) Order on Consent.

Also enclosed is a check made payable to the Chautauqua County Clerk in the amount of One Hundred Twenty One and 50/100 Dollars (\$121.50) for the recording fee.

Upon recording, please return the original Order on Consent using the enclosed pre-paid Federal Express envelope.

If you have any questions, please do not hesitate to contact me. Thank you for your prompt attention to this matter.

Sincerely,

Pamela Villacis

Paralegal

PV

From: (516) 832-7534 Pamela Villacis Nixon Peabody LLP 50 Jericho Quadrangle Suite 300 Jericho, NY 11753

SHIP TO: (716) 753-4351

Origin ID: BPAA Fed≣x.

Ship Date: 22SEP14 ActWgt: 1.0 LB CAD: 1160355/INET3550

Delivery Address Bar Code

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Tracie Haskin Chautauqua County Clerk Invoice # PO # Dept #

1 N. Erie Street MAYVILLE, NY 14757

TUE - 23 SEP 12:00P PRIORITY OVERNIGHT

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From: (516) 832-7534 Pamela Villacis Nixon Peabody LLP 50 Jericho Quadrangle Suite 300 Jericho, NY 11753

SHIP TO: (716) 851-7190

Patrick Foster, Esq.

Office of General Counsel 270 Michigan Avenue **BUFFALO, NY 14203**

NYS Department of Environmental Con

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use or this system constitutes your agreement to the service conditions in the current Fedex Service Guide, available on recex.com. Fedex will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current Fedex Service Guide apply. Your right to recover from Fedex for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of the Development and Implementation of a Site Management Plan for an Inactive Hazardous Waste Disposal Site under Article 27, Title 13 of the Environmental Conservation Law by

Lexington Machining LLC

ORDER ON CONSENT and ADMINISTRATIVE SETTLEMENT

Index # B9-0792-08-10

Respondent.

WHEREAS,

- 1. A. The New York State Department of Environmental Conservation ("Department") is responsible for inactive hazardous waste disposal site remedial programs pursuant to Article 27, Title 13 of the Environmental Conservation Law ("ECL") and Part 375 of Title 6 of the Official Compilation of Codes, Rules and Regulations ("6 NYCRR") and may issue orders consistent with the authority granted to the Commissioner by such statute.
- B. The Department is responsible for carrying out the policy of the State of New York to conserve, improve and protect its natural resources and environment and control water, land, and air pollution consistent with the authority granted to the Department and the Commissioner by Article 1, Title 3 of the ECL. For the purposes of this Order, the terms "State of New York" and "State" mean the State of New York and/or any department, agency, division or other entity of the State of New York.
- C. This Order is issued pursuant to the Department's authority under, *inter alia*, ECL Article 27, Title 13 and ECL 3-0301, and resolves Respondent's liability to the State as provided at 6 NYCRR 375-1.5(b)(5).
- 2. Lexington Machining LLC ("Respondent") is a foreign limited liability corporation with offices at 677 Buffalo Road, Rochester, New York 14611 which owns the Site and rents it to Premier Lakewood, Inc. (the "Tenant") pursuant to a lease dated as of December 31, 2005. The Site is located at 201 Winchester Road in the Village of Lakewood, Town of Busti, County of Chautauqua (hereinafter the "Site"). Exhibit "A" is a map of the Site showing its general location.
- 3. The Site is not currently listed in the Registry of Inactive Hazardous Waste Disposal Sites in New York State.
- 4. Respondent consents to the issuance of this Order without (i) an admission or finding of liability, fault, wrongdoing, or violation of any law, regulation, permit, order, requirement, or standard of care of any kind whatsoever; (ii) an acknowledgment that there has been a release or threatened release of hazardous waste at or from the Site; and/or (iii) an acknowledgment that a release or threatened release of hazardous waste at or from the Site constitutes a significant threat to the public health or environment.

5. Solely with regard to the matters set forth below, Respondent hereby waives any right to a hearing as may be provided by law, consents to the issuance and entry of this Order, and agrees to be bound by its terms. Respondent consents to and agrees not to contest the authority or jurisdiction of the Department to issue or enforce this Order, and agrees not to contest the validity of this Order or its terms or the validity of data submitted to the Department by Respondent pursuant to this Order.

NOW, having considered this matter and being duly advised, IT IS ORDERED THAT:

I. Site Management Plan

- A. 1. Respondent has submitted to the Department a Site Management Plan for the Site ("Site Management Plan").
- 2. The Site Management Plan describes the methods and procedures to be used in such Plan's implementation.
- B. The Site Management Plan submitted by Respondent is hereby approved by the Department concurrent with the issuance of this Order. Said Plan is attached hereto, and made a part hereof, as Exhibit "B." Said Plan is incorporated into and is an enforceable part of this Order.

II. Performance and Reporting of Site Management Plan

- A. Respondent shall perform the activities required by the Site Management Plan.
- B. 1. Respondent may opt to propose one or more Work Plans at any time, which the Department shall review for appropriateness and technical sufficiency.
- 2. A Professional Engineer must stamp and sign any Work Plans proposed by Respondent.
- C. During the performance of Site Management Plan field work, Respondent shall have on-Site a representative who is qualified to supervise the activities undertaken. Such representative may be an employee or a consultant retained by Respondent to perform such supervision.

D. Modifications to Site Management Plan

The Department shall notify Respondent in writing if the Department determines that any element of the Site Management Plan needs to be modified in order to ensure that the Site Management Plan protects human health and the environment, together with the specific reasons for any such determination, and shall include in such notification the Department's request that the Site Management Plan be modified accordingly. Within fifteen (15) Days after Respondent's receipt of such notification, Respondent shall elect to modify the Site Management Plan within thirty (30) days thereafter, invoke dispute resolution pursuant to Paragraph XI, or terminate this Order pursuant to Subparagraph XII.A.1.

E. Submission of Annual Reports

Respondent shall submit an annual report to the parties identified in Subparagraph X.A.1 by the 1st Day of the month following the anniversary of the start of the Site Management Plan and ending with the Termination Date. Such annual report shall be signed by a Professional Engineer or by such other qualified environmental professional as the Department may find acceptable and shall contain a certification as provided at 6 NYCRR 375-1.8(h)(3)(ii).

F. Review of Submittals

- 1. The Department shall make a good faith effort to review and respond in writing to each submittal Respondent makes pursuant to this Order within sixty (60) Days. The Department's response shall include an approval or disapproval of the submittal, in whole or in part. All Department-approved submittals shall be incorporated into and become an enforceable part of this Order.
- 2. If the Department disapproves a submittal, it shall so notify Respondent in writing and shall specify the reasons for its disapproval. Within fifteen (15) Days after the date of Respondent's receipt of the Department's written notice that Respondent's submittal has been disapproved, Respondent shall elect to modify the disapproved submittal within thirty (30) days thereafter, invoke dispute resolution pursuant to Paragraph XI, or terminate this Order pursuant to Subparagraph XII.A.1. If Respondent elects to modify the submittal, Respondent shall, within thirty (30) Days after such election, make a revised submittal that addresses all of the Department's stated reasons for disapproving the first submittal. In the event that Respondent's revised submittal is disapproved, the Department shall so notify Respondent in writing and shall set forth its reasons for such disapproval in writing, and Respondent shall be in violation of this Order unless it invokes dispute resolution pursuant to Paragraph XI and its position prevails. Failure to make an election or failure to comply with the election is a violation of this Order.
- 3. Within thirty (30) Days after the Department's approval of a final report, Respondent shall submit such final report, as well as all data gathered and drawings and submittals made pursuant to such Work Plan, in an electronic format acceptable to the Department. If any document cannot be converted into electronic format, Respondent shall submit such document in an alternative format acceptable to the Department.

III. Penalties

- A. 1. Respondent's failure to comply with any term of this Order constitutes a violation of this Order, the ECL, and 6 NYCRR 375-2.11(a)(4). Nothing herein abridges Respondent's right to contest any allegation that it has failed to comply with this Order.
- 2. Payment of any penalties shall not in any way alter Respondent's obligations under this Order.
- B. 1. Respondent shall not suffer any penalty or be subject to any proceeding or action in the event it cannot comply with any requirement of this Order as a result of any Force Majeure Event as provided at 6 NYCRR 375-1.5(b)(4), and the provisions of 6 NYCRR 375-1.5(b)(4) shall apply to any Force Majeure Event. Notwithstanding anything to the contrary contained in this Order or in 6 NYCRR 375-1.5(b)(4), the term "Force Majeure Event" shall

include but not be limited to an order or other action of the United States Bankruptcy Court or any other court of competent jurisdiction.

2. If Respondent fails to prove by a preponderance of the evidence that an event qualifies as a Force Majeure Event pursuant to this Order or 6 NYCRR 375-1.5(b)(4), Respondent shall be in violation of this Order unless it invokes dispute resolution pursuant to Paragraph XI and Respondent's position prevails.

IV. Entry upon Site

- A. 1. Respondent hereby consents, upon reasonable notice under the circumstances presented, to entry upon the Site (or areas in the vicinity of the Site which may be under the control of Respondent) by any duly designated officer or employee of the Department or any State agency having jurisdiction with respect to matters addressed pursuant to this Order, and by any agent, consultant, contractor, or other person so authorized by the Commissioner, all of whom shall abide by the health and safety rules in effect for the Site and the rights of the Tenant, for inspecting, sampling, copying records related to the contamination at the Site, testing, and any other activities necessary to ensure Respondent's compliance with this Order. Upon request, Respondent shall permit the Department full access to all non-privileged records relating to matters addressed by this Order. Raw data is not considered privileged and that portion of any privileged document containing raw data must be provided to the Department if so required by the Site Management Plan.
- 2. In the event Respondent is unable to obtain any authorization from third-party property owners or from any other person necessary for Respondent to perform its obligations under this Order, including but not limited to obtaining access, permits, easements, approvals, and/or institutional controls, the Department may, consistent with its legal authority, assist in obtaining any such authorizations; notwithstanding the foregoing, Respondent shall not be required to pay money for any such authorization, except with respect to a previously established and published fee therefore.
- B. The Department shall have the right to take its own samples and scientific measurements and the Department and Respondent shall each have the right to obtain split samples, duplicate samples, or both, of all substances and materials sampled. The Department shall make the results of any such sampling and scientific measurements available to Respondent.

V. Payment of State Costs

- A. Subject to the provisions of Subparagraph V.G hereof, within forty-five (45) Days after receipt of an itemized invoice from the Department, Respondent, shall pay to the Department a sum of money which shall represent reimbursement for State Costs, other than past costs, for work performed at or in connection with the Site through and including the Termination Date, as provided at 6 NYCRR 375-1.5(b)(3).
- B. Personal and non-personal service costs shall be documented as provided by 6 NYCRR 375-1.5(b)(3(ii). The Department shall not be required to provide any other documentation of costs, provided however, that the Department's records shall be available consistent with, and in accordance with, Article 6 of the Public Officers Law.

C. Such invoice shall be sent to Respondent at the following addresses:

Lexington Machining LLC 677 Buffalo Road Rochester, New York 14611 Attention: Charles E. Jenkins, Controller

Jesse Hiney, Esq.
Nixon Peabody LLP
50 Jericho Quadrangle
Suite 300
Jericho, New York 11753
Jhiney@nixonpeabody.com

D. Each such payment shall be made payable to the Department of Environmental Conservation and shall be sent to:

Bureau of Program Management Division of Environmental Remediation New York State Department of Environmental Conservation 625 Broadway Albany, New York 12233-7012

- E. Each party shall provide written notification to the other within ninety (90) Days of any change in the foregoing addresses.
- F. Respondent may contest invoiced costs as provided at 6 NYCRR 375-1.5(b)(3)(v) and (vi).
- G. Notwithstanding anything to the contrary contained in this Order, the ECL, 6 NYCRR Part 375, or otherwise, Respondent shall have no obligation to pay to the Department and/or to the State of New York as State Costs, past costs, restitution or indemnification as the result of costs incurred by the State in addressing a spill listed in the State's records as Spill Number 0651503 and in connection with this Order, the Site, or for any other reason or purpose known to the Department up to the date that this Order is executed on behalf of the Department, a sum (or sums) of money which, in the aggregate, total(s) more than Thirty-One Thousand Six Hundred and Forty Six Dollars (\$31,646). The payment shall be paid by forwarding to the attention of James Charles, Esq. at the address indicated in Subparagraph X.A.1, a bank draft or money order in the amount of Thirty-One Thousand Six Hundred and Forty Six Dollars (\$31,646) payable to the New York Environmental Protection and Spill Compensation Fund. Once received by James Charles, Esq., such bank draft or money order, which constitutes half of the State's costs in responding to the aforesaid spill, shall represent the extent of Respondent's financial obligation to the State in any way connected to Spill Number 0651503 or to past costs.

VI. Reservation of Rights

A. Nothing contained in this Order shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's rights or authorities, including, but not limited to, the right to require performance of further investigations and/or response

action(s), to recover natural resource damages, and/or to exercise any summary abatement powers with respect to any person, other than Respondent. With respect to Respondent, except as otherwise provided in this Order the Department reserves its rights as they may apply to Respondent's performance of the Site Management Plan.

B. Except as otherwise provided in this Order, Respondent specifically reserves all rights and defenses under applicable law respecting any assertion by the Department or by the State of New York of liability against Respondent for any harm, damage, loss, or cause whatsoever, and further reserves all rights respecting the enforcement of this Order, including the rights to notice, to be heard, to appeal, and to any other due process. The existence of this Order or Respondent's compliance with it shall not be construed as an admission of liability, fault, wrongdoing, or breach of standard of care by Respondent, and shall not give rise to any presumption of law or finding of fact, or create any rights, or grant any cause of action, which shall inure to the benefit of any third party. Further, Respondent reserves such rights as it may have to seek and obtain contribution, indemnification, and/or any other form of recovery from its insurers and from other potentially responsible parties or their insurers for past or future response and/or cleanup costs or such other costs or damages arising from the contamination at the Site as may be provided by law, including but not limited to rights of contribution under section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

VII. Indemnification

Respondent shall be subject to the provisions of 6 NYCRR 375-2.5(a)(3)(i) with respect to indemnification.

VIII. Public Notice

- A. Within thirty (30) Days after the effective date of this Order, Respondent shall provide notice as required by 6 NYCRR 375-1.5(a). Within sixty (60) Days of such filing, Respondent shall provide the Department with a copy of such instrument certified by the recording officer to be a true and faithful copy.
- B. If Respondent proposes to transfer by sale the whole or any part of Respondent's interest in the Site, or becomes aware of such transfer, Respondent shall, not fewer than forty-five (45) Days before the date of transfer, or within forty-five (45) Days after becoming aware of such conveyance, notify the Department in writing of the identity of the transferee and of the nature and proposed or actual date of the conveyance, and shall notify the transferee in writing, with a copy to the Department, of the applicability of this Order. However, such obligation shall not extend to a conveyance by means of a corporate reorganization or merger or the granting of any rights under any mortgage, deed, trust, assignment, judgment, lien, pledge, security agreement, lease, or any other right accruing to a person not affiliated with Respondent to secure the repayment of money or the performance of a duty or obligation.

IX. Environmental Easement

If the Site Management Plan relies upon one or more institutional and/or engineering controls, within 60 days after the date that this Order is executed on behalf of the Department, Respondent (or the owner of the Site) shall submit to the Department for approval an Environmental Easement to run with the land in favor of the State which complies with the

requirements of ECL Article 71, Title 36, and 6 NYCRR 375-1.8(h)(2). Upon acceptance of Respondent's Environmental Easement by the State, Respondent shall comply with the requirements of 6 NYCRR 375-1.8(h)(2).

X. Communications

- A. All written communications required by this Order shall be transmitted by United States Postal Service, by private courier service, or hand delivered as follows:
 - 1. Communication from Respondent shall be sent to:

Martin Doster
Division of Environmental Remediation
New York State Department of Environmental Conservation
270 Michigan Avenue
Buffalo, New York 14203-2999
mldoster@gw.dec.state.ny.us

with copies to:

Gary Litwin
Bureau of Environmental Exposure Investigation
New York State Department of Health
Flanigan Square
547 River Street
Troy, New York 12180-2216
gal09@health.state.ny.us

James Charles, Esq.
Office of General Counsel
New York State Department of Environmental Conservation
270 Michigan Avenue
Buffalo, New York 14203-2999
idcharle@gw.dec.state.ny.us

Correspondence only

Pedro Medina, Jr.
Assistant Attorney General
Environmental Protection Bureau
120 Broadway, 26th Floor
New York, New York 10271-0332
Phone (212) 416-8464
Fax (212) 416-6007
Pedro.Medina@oag.state.ny.us

Correspondence only

2. Communication to be made from the Department shall be sent to:

Lexington Machining LLC 677 Buffalo Road Rochester, New York 14611 Attention: Charles E. Jenkins, Controller

Jesse Hiney, Esq.
Nixon Peabody LLP
50 Jericho Quadrangle
Suite 300
Jericho, New York 11753
Jhiney@nixonpeabody.com

- B. The Department and Respondent reserve the right to designate additional or different addressees for communication upon written notice to the other.
- C. Each party shall notify the other within ninety (90) Days after any change in the addresses in this Paragraph X or in Paragraph V.

XI. <u>Dispute Resolution</u>

In the event disputes arise under this Order, Respondent may, within fifteen (15) Days after Respondent knew or should have known of the facts which are the basis of the dispute, initiate dispute resolution in accordance with the provisions of 6 NYCRR 375-1.5(b)(2), and the terms thereof shall apply to any dispute.

XII. <u>Termination of Order</u>

- A. This Order shall terminate upon the earlier of the following events:
- 1. In the event of termination in accordance with Subparagraph II.D or Subparagraph II.F.2 and with this Subparagraph XII.A. 1, this Order shall terminate effective the 5th Day after the Department's receipt of the written notification terminating this Order or the 5th Day after the time for Respondent to make its election has expired, whichever is earlier.
- 2. The Department's written determination that Respondent has completed all phases of the Site Management Plan, in which event (i) the termination shall be effective on the 5th Day after the date of the Department's approval of the final phase of the Site Management Plan and Respondent shall be entitled to and shall receive the rights and benefits set forth in Subparagraph XIII.I.1.
- 3. The effective date of the termination of this Order is the "Termination Date."
- B. Notwithstanding the foregoing but subject to the provisions of Subparagraph V.G, the provisions contained in Paragraphs V and VII shall survive the termination of this Order and any violation of such surviving Paragraphs shall be a violation of this Order, the ECL, and 6 NYCRR 375-2.11 (a)(4), subjecting Respondent to penalties as provided under Paragraph III

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so long as such obligations accrued on or prior to the Termination Date.

C. If the Order is terminated pursuant to Subparagraph XII.A.1, neither this Order nor its termination shall affect any liability of Respondent's performance of remaining phases of the Site Management Plan, nor shall it affect any defenses to such liability that may be asserted by Respondent. Respondent shall also ensure that it does not leave the Site in a condition, from the perspective of human health and environmental protection, worse than that which existed before any activities under this Order were commenced. Further, the Department's efforts in obtaining and overseeing compliance with this Order shall constitute reasonable efforts under law to obtain a voluntary commitment from Respondent for any further activities to be undertaken as part of a site management plan for the Site.

XIII. Miscellaneous

- A. Except as otherwise provided in this Order, Respondent agrees to comply with and be bound by the applicable provisions of 6 NYCRR Subparts 375-1 and 375-2 in the performance of the Site Management Plan.
- B. The Department may exempt Respondent from the requirement to obtain any state or local permit or other authorization for any activity conducted pursuant to this Order in accordance with 6 NYCRR 375-1.12(b), (c), and (d).
- C. 1. Respondent shall use best efforts to obtain all Site access, permits, easements, approvals, institutional controls, and/or authorizations necessary to perform Respondent's obligations under this Order, including the Site Management Plan and the schedules contained therein. If, despite Respondent's best efforts, any access, permits, easements, approvals, institutional controls, or authorizations cannot be obtained, Respondent shall promptly notify the Department and include a summary of the steps taken. The Department may, as it deems appropriate and within its authority, assist Respondent in obtaining same.
- 2. If an interest in property is needed to implement an institutional control required by the Site Management Plan or by Respondent's Environmental Easement and such interest cannot be obtained, the Department may require Respondent to modify the Site Management Plan or the Environmental Easement pursuant to 6 NYCRR § 375-1.6(d)(3) to reflect changes necessitated by Respondent's inability to obtain such interest.
- D. The paragraph headings set forth in this Order are included for convenience of reference only and shall be disregarded in the construction and interpretation of any provisions of this Order.
- E. 1. The terms of this Order shall constitute the complete and entire agreement between and among, and is binding upon, Respondent, the Department, and the State of New York concerning the Site and any contaminants in, on or emanating from the Site, the jurisdiction and authority of the Department and/or of the State of New York with respect to the Site and any contaminants in, on or emanating from the Site, and/or the implementation of the activities required by the Site Management Plan and by this Order. No term, condition, understanding, or agreement purporting to modify or vary any term of this Order shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department shall be construed as relieving Respondent of Respondent's obligation to obtain such formal approvals as may be required by this Order.

- 2. i. Except as set forth herein, if Respondent desires that any provision of this Order be changed, Respondent shall make timely written application to the Commissioner with copies to the parties listed in Subparagraph X.A.1.
- ii. If Respondent seeks to modify the Site Management Plan, a written request shall be made to the Department's project manager, with copies to the parties listed in Subparagraph X.A.1.
- iii. Requests for a change to a time frame set forth in this Order shall be made in writing to the Department's project attorney and project manager; such requests shall not be unreasonably denied and a written response to such requests shall be sent to Respondent promptly.
- F. Respondent is entitled to, and hereby receives, contribution protection, and, further, Respondent is entitled to seek contribution to the extent authorized by 6 NYCRR 375-1.5(b)(5).
- G. Unless otherwise expressly provided herein, terms used in this Order which are defined in ECL Article 27 or in regulations promulgated thereunder shall have the meaning assigned to them under said statute or regulations.
- H. Respondent's obligations under this Order represent payment for or reimbursement of response costs, and shall not be deemed to constitute any type of fine or penalty.
- I. 1. Respondent, its successors and assigns shall be bound by this Order, and as long as Respondent remains in compliance with the requirements of the Site Management Plan as set forth therein and this Order, Respondent, its successors, assigns, predecessors, former owners, directors, officers, shareholders and employees shall not be liable to the Department or to the State of New York upon any statutory or common law cause of action arising out of the presence of any hazardous wastes in, on or emanating from the Site at the time of the effective date of this Order.
- 2. With respect to liability in connection in any way with Spill Number 0651503 and except as provided in Subparagraph V.G, Respondent, its successors, assigns, predecessors, former owners, directors, officers, shareholders and employees shall be released from any and all liability by the Department and the State of New York on the date that this Order is executed on behalf of the Department.
- 3. Any change in ownership or corporate status of Respondent shall in no way alter Respondent's responsibilities under this Order.
- J. This Order may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.

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	The effective date of this Order shall be the 10 th Day after the Order is signed by oner or the Commissioner's designee.
DATED:	JUN 1 8 2013

COMMISSIONER JOSEPH J. MARTENS NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: Robert W. Schick, P.E., Director

Division of Environmental Remediation

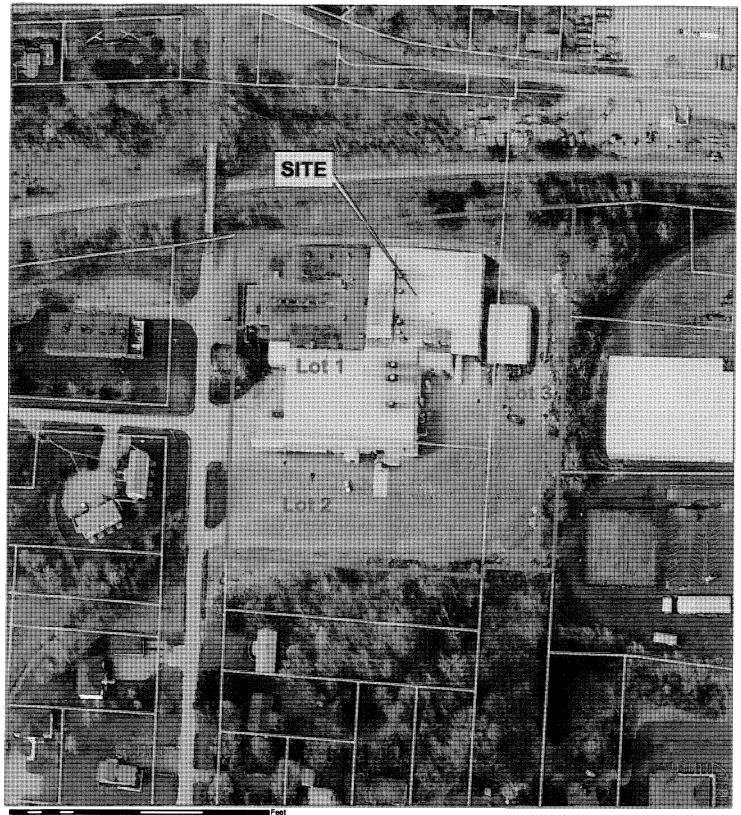
CONSENT BY RESPONDENT

Respondent hereby consents to the issuing and entering of this Order, waives Respondent's right to a hearing herein as provided by law, and agrees to be bound by this Order.

		Lexington Machining LLC
		By:
		Title: Charman
		Date: 6/3/13
STATE OF NEW YO	RK)	
) ss:	
COUNTY OF)	
On the Time:	day of, in the	e year 2013, before me, the undersigned, personally
appeared		, personally known to me or proved to me on the basis
of satisfactory evidence	to be the individ	ual(s) whose name is (are) subscribed to the within
instrument and acknow	ledged to me that	he/she/they executed the same in his/her/their
capacity(ies), and that b	y his/her/their sig	gnature(s) on the instrument, the individual(s), or the
person upon behalf of v	vhich the individu	al(s) acted, executed the instrument.
Signature and Office or	don findividual taking	
acknowledgment	i individuai takiliş	5

DENISE VEGA
Notary Public, State of New York
No. 01VE6269565
Qualified in Queens County
Commission Expires 10/01/2016

EXHIBIT "A" Map of Site



Site Plan

Lexington Precision Corp. Village of Lakewood, Town of Busti, Chautauqua Co. Site No. 907044

SBL: Lot 1: 385.06-3-58; Lot 2: 385.06-3-60 Figure 1

Lot 3: 385.06-3-59



Exhibit "B"

Site Management Plan

(Site Management Plan is on file with the New York State Department of Environmental Conservation and Lexington Machining LLC)