

**STATE OF NEW YORK  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

In the Matter of Violations of Environmental Conservation Law  
Articles 17 and 27 and Parts 375 and 700, *et. seq.* of Title 6 of the  
Official Compilation of Codes, Rules, and Regulations of the  
State of New York by

**CONSENT  
ORDER**

**Garlock Sealing Technologies LLC**

Index No. C859001-10-15

Respondent.  
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**WHEREAS:**

1. The New York State Department of Environmental Conservation (the "Department") is an executive agency of the State of New York with jurisdiction over the environmental policy and programs of the State pursuant to the provisions of the Environmental Conservation Law ("ECL") and Title 6 of the Official Compilation of Codes, Rules and Regulations ("6 NYCRR").
2. The Department is responsible for, *inter alia*, inactive hazardous waste site and brownfield site remedial programs pursuant to Article 27, Titles 13 and 14 of the ECL and 6 NYCRR Part 375 and the regulation of discharges of pollution to the waters of the State pursuant to the provisions of ECL Article 17 and 6 NYCRR Parts 700, *et seq.*
3. This Consent Order (the "Order") is issued pursuant to the Department's authority under ECL Articles 3, 17, 27, and 71.
4. Garlock Sealing Technologies LLC (the "Respondent") is a foreign limited liability company that owns property located at 1666 Division Street, Palmyra, New York 14522 (the "Property").
5. The Respondent has remediated and redeveloped certain portions of the Property pursuant to 6 NYCRR Subpart 375-3 a/k/a the Brownfield Cleanup Program. The brownfield sites located on the Property are identified in Department records as:
  - a. Garlock Klosures Site – C859001 (the "Klosures Site");
  - b. Garlock Gylon Site – C859027 (the "Gylon Site"); and
  - c. Garlock Sealing Technologies Site No. 3 – C859028 (the "Sealing Technologies Site") (collectively, the "Garlock Sites").
6. The Department has issued a certificate of completion (COC) for each of the Garlock Sites.

### Klozures Site Violations

7. The Respondent's ownership of the Klozures Site is subject to the remedial program approved by the Department including the maintenance and compliance with a site management plan (SMP) and environmental easement.
8. On December 12, 2006, the Respondent filed an environmental easement for the Klozures Site which grants the Department the right to enforce, *inter alia*, several aspects of its SMP.
9. On July 9, 2009, the Department approved a SMP for the Klozures Site (the Klozures SMP") which requires, *inter alia*, that the Respondent:
  - a. Maintain positive indoor air pressure of 0.002 inches of water column (inWC) within the Klozures Site building using its existing heating, ventilation, and air conditioning system (HVAC);
  - b. Perform any necessary repairs of the HVAC system if it is not properly functioning; and
  - c. Submit, on an annual basis, a Periodic Review Report (PRR) certifying that all institutional and engineering controls remain in place and functional for the reporting period.
10. In August 2014, the Respondent submitted a PRR that covered three reporting periods for (2011–2013) the Klozures Site.
11. For the 2011 and 2012 reporting periods, the PRR did not satisfy the submission timeframes established by the Klozures SMP or the Department.
12. In addition, the PRR indicated that the Respondent did not comply with the Klozures SMP by failing to:
  - a. Perform necessary repairs of the HVAC system until August 2014; and
  - b. Maintain positive indoor air pressure of 0.002 inWC within the Klozures Site building using its HVAC system.
13. Under 6 NYCRR Subpart 375-1.9(c)(1)(i), the Department may revoke a COC if the remedial party has failed to manage controls or monitoring in full compliance with a remedial program.
14. Based on the foregoing, the Department can revoke the COC for the Klozures Site.

15. Furthermore, by failing to comply with the Klozures SMP, the Respondent violated 6 NYCRR Subpart 375-1.11(b)(2) which states that it is a violation to engage in an activity that will, or is reasonably anticipated to, prevent or interfere significantly with a completed remedial program and/or will, or that is reasonably foreseeable to, expose the public health or the environment to a significantly increased threat of harm or damage at any site.
16. The violations described above are subject to the sanctions imposed by ECL Article 71, Title 27.

#### Gylon Site Violations

17. The Respondent's ownership of the Gylon Site is subject to the remedial program approved by the Department including the maintenance and compliance with a SMP and environmental easement.
18. On December 16, 2008, the Respondent filed an environmental easement for the Gylon Site which grants the Department the right to enforce, *inter alia*, several aspects of its SMP.
19. On December 31, 2008, the Department approved a SMP for the Gylon Site (the "Gylon SMP") which requires, *inter alia*, that the Respondent submit, on an annual basis, a PRR certifying that all institutional and engineering controls remain in place and functional for the reporting period.
20. In August 2014, the Respondent submitted a PRR that covered three reporting periods (2011–2013) for the Gylon Site.
21. For the 2011 and 2012 reporting periods, the PRR did not satisfy the submission timeframes established by the Gylon SMP or the Department.
22. The Gylon SMP also states that "All liquids to be removed from the site, including excavation dewater and groundwater monitoring well purge and development waters, will be handled, transported, and disposed in accordance with applicable local, state, and federal regulations. Dewatering, purge and development fluids will not be recharged back into the land surface or subsurface of the site without sampling and NYSDEC concurrence."
23. On September 25, 2014, the Respondent released to the ground 20,000 gallons of discharge fluids collected during excavation dewatering associated with a waterline replacement project on the Gylon Site.
24. The Department did not approve the aforementioned discharge.

25. Under 6 NYCRR Subpart 375-1.9(e)(1)(i), the Department may revoke a certificate of completion if the remedial party has failed to manage controls or monitoring in full compliance with a remedial program.
26. Based on the foregoing, the Department can revoke the COC for the Gylon Site.
27. In addition, by failing to comply with the Gylon SMP, the Respondent violated 6 NYCRR Subpart 375-1.11(b)(2) which states that it is a violation to engage in an activity that will, or is reasonably anticipated to, prevent or interfere significantly with a completed remedial program.
28. The violations described above are subject to the sanctions imposed by ECL Article 71, Title 27.
29. Furthermore, the above-described release of discharge fluids is a violation of ECL §§ 17-0501 and 17-0803.
30. These violations are subject to the sanctions imposed by ECL Article 71, Title 19.

#### Sealing Technologies Site Violations

31. The Respondent's ownership of the Sealing Technologies Site is subject to the remedial program approved by the Department including the maintenance and compliance with a SMP and environmental easement.
32. On December 13, 2008, the Department approved a SMP for the Sealing Technologies Site (the "Sealing Technologies SMP") which requires, *inter alia*, that the Respondent submit, on an annual basis, a PRR certifying that all institutional and engineering controls remain in place and functional for the reporting period.
33. On December 26, 2009, the Respondent filed an environmental easement for the Sealing Technologies Site which grants the Department the right to enforce, *inter alia*, several aspects of its SMP.
34. In August 2014, the Respondent submitted a PRR that covered three reporting periods (2011–2013) for the Sealing Technologies Site.
35. For the 2011 and 2012 reporting periods, the PRR did not satisfy the submission timeframes established by the Sealing Technologies SMP or the Department.
36. Under 6 NYCRR Subpart 375-1.9(e)(1)(i), the Department may revoke a certificate of completion if the remedial party has failed to manage controls or monitoring in full compliance with a remedial program.
37. Based on the foregoing, the Department can revoke the COC.

38. Furthermore, by failing to comply with the Sealing Technologies SMP, the Respondent violated 6 NYCRR Subpart 375-1.11(b)(2) which states that it is a violation to engage in an activity that will, or is reasonably anticipated to, prevent or interfere significantly with a completed remedial program.
39. The violations described above are subject to the sanctions imposed by ECL Article 71, Title 27.
40. Representatives of the Respondent and the Department have conferred and have agreed to execute this Order in settlement of Respondent's civil liability for the violations described and identified herein.
41. The Respondent affirmatively waive its right to a hearing in this matter, consents to the issuance of this Order, and agrees to be bound by its provisions, terms, and conditions.

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

- I. Civil Penalty. Relative to and in settlement of the violations described above, the Respondent is hereby assessed a civil penalty in the amount of one hundred thousand dollars (\$100,000) to be paid when the Respondent signs this Order and returns it to the Department. Payment must be made by certified check or money order (payable to the New York State Department of Environmental Conservation) and submitted to the Department's Region 8 office located at 6274 East Avon-Lima Road, Avon, New York 14414.
- II. Certificate of Completion. The circumstances described above that could lead to a revocation of the COC under 6 NYCRR Subpart 375-1.9(e)(1)(i) or other enforcement action by the Department are resolved by this Order. In addition, this Order resolves the Respondent's corrective measures obligations, as set forth in 6 NYCRR Subpart 375-1.8(h)(3), for the Garlock Sites.
- III. Effect of Payment of Penalty. Assessment and payment of any civil penalty imposed under this Order shall not in any way alter the Respondent's obligation to satisfactorily perform any action required by this Order or by any approval issued by the Department under this Order.
- IV. Effective Period of This Order. The effective date of this Order is the date the Order is signed by a representative of the Commissioner of the Department. The Order will remain in effect until the Respondent has paid all penalties assessed hereby.
- V. Standard Provisions. Respondent shall further comply with the standard provisions attached to this Order, which constitute material and integral terms and conditions of this Order and are hereby incorporated into this Order by reference.

Dated: June 15, 2015

**JOSEPH J. MARTENS**, Commissioner

Garlock Sealing Technologies, LLC

June 15, 2015

New York State Department of  
Environmental Conservation

By: 

PAUL J. D'AMATO

Regional Director

NYSDEC – Region 8

Consent by Respondent

The Respondent hereby consents to the issuance of the foregoing order, waives its right to a hearing herein, and agrees to be bound by the terms, provisions, and conditions contained here.

**Garlock Sealing Technologies LLC**

By [Signature]:

Print Name:

Title:

Date:

RC DeVolder Jr  
Richard C. DeVolder Jr.  
Vice President, Operations  
6/10/15

Acknowledgment

STATE OF New York )  
COUNTY OF Monroe ) ss:

On this 10<sup>th</sup> day of June, 2015, before me personally came Richard C. DeVolder, Jr. to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that she executed the same.

Julie E. Frank  
Notary Public

JULIE E. FRANK  
Notary Public in the State of New York  
MONROE COUNTY  
Commission Expires May 11, 2019

Witnessed by [Signature]

The foregoing facts are true to the best of the knowledge and belief of the undersigned, and the undersigned is a duly qualified and sworn notary public in and for the State of New York.

Notary Public in the State of New York  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

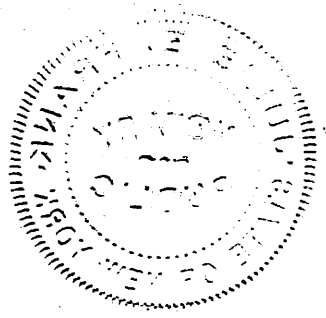
Notary Public in the State of New York

[Signature]  
[Signature]

to the fact that the undersigned is a duly qualified and sworn notary public in and for the State of New York, and that the undersigned is a duly qualified and sworn notary public in and for the State of New York.

[Signature]

JULIE E. FRANK  
Notary Public in the State of New York  
MONROE COUNTY  
Commission Expires [Date]





## **STANDARD PROVISIONS**

**Payment.** Any penalty assessed pursuant to the terms and conditions of this order shall be paid by submitting a certified or cashier's check or money order, payable to the Department of Environmental Conservation, to the Regional Director of the Region 8 Office located at 6274 East Avon-Lima Road, Avon, New York 14414. Unpaid penalties imposed by this order shall bear interest at the rate of 9 percent per annum for each day the penalty, or any portion thereof, remains unpaid. Payments received shall first be applied to accrued interest charges and then to the unpaid balance of the penalty.

**Communications.** Except as otherwise specified in this order, any reports, submissions, and notices herein required shall be made to the Regional Director of the Region 8 office of the Department, located at 6274 East Avon-Lima Road, Avon, New York 14414.

**Access.** For the purpose of monitoring or determining compliance with this order, employees and agents of the Department shall be provided access to any facility, site, or records owned, operated, controlled or maintained by Respondent, in order to inspect and/or perform such tests as the Department may deem appropriate, to copy such records, or to perform any other lawful duty or responsibility.

**Force Majeure.** Respondent shall not suffer any penalty under any of the provisions, terms and conditions hereof, or be subject to any proceedings or actions for any remedy or relief, if Respondent cannot comply with any requirements of the provisions hereof because of an act of God, war, riot or other catastrophe as to which negligence or willful misconduct on the part of Respondent was not foreseen or a proximate cause, provided, however, that the Respondent shall immediately notify the Department in writing, when it obtains knowledge of any such condition and shall request an appropriate extension or modification of the provisions hereof; Respondent will adopt all reasonable measures to prevent or minimize any delay.

**Indemnity.** Respondent shall indemnify and hold the Department, the State of New York, and their representatives, employees, agents and contractors harmless for all claims, suits, actions, damages and costs of every nature and description arising out of resulting from the fulfillment or attempted fulfillment of this order by the Respondent, its employees, servants, agents, successors (including successors in title) and assigns.

**Modifications.** No change in this order shall be made or become effective except as specifically set forth by written order of the Commissioner, being made either upon written application of Respondent, or upon the Commissioner's own findings after notice and opportunity to be heard have been given to Respondent. Respondent shall have the burden of proving entitlement to any modification requested pursuant to this Standard Provision or the "Force Majeure" provision, *supra*. Respondent's requests for modification shall not be unreasonably denied by the Department, which may impose such additional conditions upon Respondent as the Department deems appropriate.

**Other Rights.** Nothing contained in this order shall be construed as barring, diminishing, adjudicating or in any way affecting any right of the Department to directly perform, to engage others to perform on its behalf, or to direct others including Respondent to perform, any additional measures that are authorized by law to protect human health, safety or the environment, including the summary abatement powers of the Department, either at common law or as granted pursuant to statute or regulation.

**Entire Agreement.** This order shall constitute the entire agreement of the Department and Respondent with respect to settlement of those violations specifically referenced herein.

**Binding Effect.** The provisions, terms, and conditions of this order shall be deemed to bind Respondent and Respondent's heirs, legal representatives, receivers, trustees in bankruptcy, successors and assigns.

**Service.** If Respondent is represented by an attorney with respect to the execution of this order, service of a duly executed copy of this order upon Respondent's attorney by ordinary mail shall be deemed good and sufficient service.

**Multiple Respondents.** If more than one Respondent is a signatory to this order, use of the term "Respondent" in these Standard Provisions shall be deemed to refer to each Respondent identified in the order.