

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES

**AGREEMENT
WITH STEPHANIE JUDGE AND ASSIGNS TO ACT AS TRUSTEE**

This Agreement is made and entered into as September 30, 2019 by and between the Wisconsin Department of Natural Resources (DNR), Stephanie Judge as the personal representative of the Estate of Thomas J. Judge, Stephanie Judge as an individual, and Marsha Judge.

WHEREAS, the DNR, Stephanie Judge as the personal representative of the Estate of Thomas J. Judge, Stephanie Judge as an individual, and Marsha Judge have agreed to enter into this agreement (“Agreement”) under the authority of Wis. Stat. § 292.31(3) to facilitate implementation of public health and safety actions at the Remediation Sites, as defined herein, and any impacted, off-site properties.

WHEREAS, Thomas J. Judge was an owner and/or operator of certain dry-cleaning facility properties in Wisconsin that were contaminated by cleaning solvents (the “Remediation Sites”); and

WHEREAS, Thomas J. Judge enrolled properties utilized as dry-cleaning facilities in the Dry Cleaner Environmental Response Program (DERF); and

WHEREAS, pursuant to a stock sale agreement between Judge’s Laundry and Dry Cleaning, Inc., as seller, and Unifirst Corporation, as buyer, dated March 31, 1999, the sum of \$300,000 was placed in escrow by Unifirst Corporation for remediation work at two Remediation Sites: 540 E. Grand Avenue, Wisconsin Rapids and at 257 Division Street, Stevens Point, Wisconsin (the “Escrow Agreement” and the “Escrow Account”); and

WHEREAS, pursuant to the Escrow Agreement, the amount outstanding in the Escrow Account accrues interest at 6% per annum, payable to the Estate of Thomas Judge as the successor in interest to Judge’s Laundry and Dry Cleaning, Inc.; and

WHEREAS, the current balance of the Escrow Account is \$154,558.72.

WHEREAS, due to restrictions on the availability of funds from the DERF program and under the Escrow Agreement it has not been feasible to complete investigation and remediation work on all Remediation Sites to date; and

WHEREAS, Thomas J. Judge is deceased, having passed away on February 7, 2009; and

WHEREAS, the heirs and assigns of Thomas J. Judge wish to close his estate; and

WHEREAS, the DNR contends that Thomas J. Judge and Marsha Judge were owners and operators of the Remediation Sites; and

WHEREAS, the DNR contends that the heirs of either Thomas J. Judge or Marsha Judge could be subject to liability for the investigation and remediation of the Remediation Sites; and

WHEREAS, the Estate of Thomas J. Judge, Marsha Judge, and their heirs, successors and assigns (collectively the “Judges”) deny the DNR’s contentions concerning liability;

WHEREAS, the DNR and the Judges wish to compromise and resolve their dispute regarding liability and work together to cooperate to perform environmental investigation and remediation work at the Remediation Sites using funds available from the DERF program and the Escrow Account.

NOW THEREFORE, the parties agree as follows:


1. The Estate of Thomas J. Judge shall cause to be created the Thomas J. Judge Remediation Trust (Trust).
2. The Estate of Thomas J. Judge shall cause the Trust to become the successor in interest to the Estate of Thomas J. Judge with respect to both DERF eligibility and the Escrow Agreement.
3. The terms of the Trust document shall name Stephanie Judge as the initial Trustee and shall provide for the appointment of a new Trustee until and unless the DNR has issued a notice of “final case closure” for each Remediation Site or until the Trust holds no further assets or interests, whichever event occurs first.
4. The DNR shall transfer the designation of eligible applicant under the DERF program from Thomas J. Judge to the Trust and shall direct any future reimbursement statements and payments to the Trust.
5. The terms of the Trust shall require the Trustee to use any funds in the Trust, and any funds in the Escrow Account, only for the investigation and remediation of the Remediation Sites in a reasonable manner as funds become available to the Trust via the DERF program or via the Escrow Agreement. Provided, however, the Trustee may utilize funds in the Trust for reasonable and necessary administration expenses.
6. The terms of the Trust shall require the Trustee to use any funds in the Trust, and any funds in the Escrow Account solely for the purposes set forth in paragraph 5, until such time as the DNR has issued a notice of “final case closure” for all Sites.
7. The terms of the Trust shall require the Trustee to act in good faith to use reimbursement funds received from the DERF program or from the Escrow

Account to take site investigation, interim, and remedial response actions, and to pay any other costs necessary to achieve regulatory final closure.

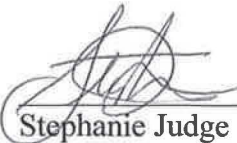
8. This Agreement shall not be construed as an admission of liability whatsoever by, or on behalf of Stephanie Judge, individually, and in her capacity as Personal Representative or Trustee of the Estate of Thomas J. Judge, Marsha Judge, and their heirs, successors, and assigns, by whom liability is expressly denied. The DNR shall not hold or seek to hold the Estate of Thomas J. Judge, Marsha Judge, or their heirs, successors, or assigns, or Stephanie Judge individually, or in her capacity as Personal Representative or Trustee, liable for investigation or remediation costs at the Remediation Sites, so long as the terms of this agreement are complied with and the Trust is administered in accordance with this Agreement.

[Signatures on Following Page]

Dated this 23 day of September, 2019


Marsha Judge

Dated this 30 day of September, 2019


Stephanie Judge
As an individual and as
Personal Representative of the Estate
of Thomas J. Judge

Dated this ___ day of September, 2019

Christine Haag, Director
Remediation and Redevelopment
Program,
Department of Natural Resources