

Creek) and BB Service Co., Inc., regarding alleged violations of the State's regulations for controlling erosion and stormwater, for reporting, investigating, and restoring the environment caused by the discharge of hazardous substances, and for transportation and proper disposal of contaminated solid waste soils at two sites - a five-acre industrial property located at 32nd and West Hampton Boulevard, bordered by Lincoln Creek on the south side, in the City of Milwaukee, Milwaukee County, Wisconsin ("Bishop's Creek Site"), and on private property owned by Steven Patrick at 11529 West County Line Road, City of Milwaukee, Milwaukee County, Wisconsin ("Patrick Site"). The Bishop's Creek Site is designated by DNR in the DNR Bureau of Remediation and Redevelopment Tracking System as BRRTS 02-41-553373 (Building #3 south footing chlorinated solvent discharge), BRRTS 03-41-556398 (Building #1 student dormitory fuel oil discharge), and BRRTS 02-41-306192 (entire Bishop's Creek Site). The Patrick Site is designated by DNR as BRRTS 02-41-556333. In addition, the State brought this action for alleged violations of regulations for and for properly abandoning a high capacity well at the Bishop's Creek Site. The State's action against BB Service Co., Inc., was settled by a Stipulation and Order for Judgment. Plaintiff State of Wisconsin and Defendant Bishop's Creek now wish to settle this matter by agreement and avoid further litigation and, therefore, enter into this Stipulation.

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IT IS STIPULATED AND AGREED by the State of Wisconsin and Bishop's Creek that this case shall be settled on the merits, with prejudice, on the following terms and conditions:

1. The parties to this Stipulation are the Plaintiff State of Wisconsin and Defendant Bishop's Creek (also referred to as the "Defendant").

2. This Stipulation constitutes the complete understanding between the stipulating parties, and no other document, agreement, or understanding shall be used in construing its terms.

3. The Circuit Court for Milwaukee County, Wisconsin (the "Court") has jurisdiction over the parties and the subject matter of this action.

4. This Stipulation and Order for Judgment as approved by the Court shall apply to and be binding on the stipulating parties and on the successors and assignees of the parties. No change in ownership or corporate or partnership status shall in any way alter the responsibilities of the Defendant under this Stipulation and Order for Judgment, unless such liabilities/obligations have been legally assigned in connection with a property transaction for adequate consideration, subject to the approval of the DNR, whose approval shall not be unreasonably withheld.

5. Judgment shall be entered in favor of the Plaintiff State of Wisconsin and against the Defendant in the amount of \$50,000.00. This sum

is comprised of forfeitures, statutory surcharges, and costs as follows: forfeitures of \$33,924.49 under Wis. Stat. § 285.87(1), a 26% penalty surcharge of \$8,820.37 under Wis. Stat. § 814.75(18), a 20% environmental surcharge of \$6,784.90 under Wis. Stat. § 814.75(12), \$25.00 in court costs under Wis. Stat. § 814.63(1), a \$13.00 crime laboratories and drug law enforcement surcharge under Wis. Stat. § 814.75(3), a \$68.00 court support services surcharge under Wis. Stat. § 814.75(2), a 1% jail surcharge of \$339.24 under Wis. Stat. § 814.75(14), a \$21.50 justice information system surcharge under Wis. Stat. § 814.75(15), and the \$3.50 special prosecution clerks surcharge under Wis. Stat. § 814.75(22).

6. Defendant Bishop's Creek will pay \$50,000.00 of the judgment by check payable to the Milwaukee County Circuit Court and delivered to the Clerk of Courts, Milwaukee County Courthouse, 901 North 9th Street, Room 104, Milwaukee, Wisconsin 53233, along with a cover letter to the Clerk of Courts identifying the case by name and number. A copy of the check and cover letter shall be simultaneously delivered to Assistant Attorney General Thomas J. Dawson by U.S. Mail at the Wisconsin Department of Justice, Post Office Box 7857, Madison, Wisconsin 53707-7857, or via e-mail at dawsontj@doj.state.wi.us. Payment shall be made in accordance with paragraph a.

a. The defendant will pay the \$50,000.00 by checks along with cover letters identifying the case by name and number in monthly installments of \$833.33 beginning October 1, 2016 and ending on September 30, 2021, all without interest or fees.

b. The failure to timely perform any non-payment obligation under this agreement shall be considered an event of default. For any non-payment event of default, Defendant shall be entitled to written notice describing the event and shall have five (5) business days to cure the event of default, failing which he shall be in default. Such written notice will only be provided one time per occurrence. Thereafter, any non-payment event of default will automatically be considered a default.

c. Upon default, the entire balance due under the Judgment shall, at the State's option, become immediately due and payable without further notice. Acceleration of the balance owed shall not affect any other obligation Defendant has under this agreement.

d. Defendant's failure to perform any obligation under this agreement that is directly attributable to the conduct of any third party or other individual over which Defendant has no control, shall not be deemed a Default by Defendant under this agreement.

7. Within days of the courts approval of the Stipulation, Bishop's Creek will:

a. Submit the case closure request in compliance with Wis. Admin. Code Chapter NR 726 with the required review fee under Wis. Admin. Code Ch. NR 749 of \$1,050.00 for the Patrick Site, designated as BRRTS 02-41-556333. The DNR shall review and approve or object to the closure packet within 60 days of submission. In the event the DNR notifies Bishop's Creek that additional site investigation or remediation work is required in accordance with Wis. Admin. Code Chs. 716 and NR 722, Bishop's Creek will complete the work required.

b. Submit a site investigation work plan in compliance with Wis. Admin. Code Chapter NR 716 with the required submittal fees under Wis. Admin. Code Ch. NR 749 for the investigation of the solvent and fuel oil discharges at the Bishop's Creek Site, designated by the DNR as BRRTS 02-41-553373 (Building #3 south footing chlorinated solvent discharge), and BRRTS 03-41-556393 (Building #1 student dormitory fuel oil discharge). This plan will include a vapor pathway assessment for each of the discharges.

c. Complete the site investigation work plan and submit a report of its findings and remediation plan at the Bishop's Creek Site in compliance with Wis. Admin. Code Chapter NR 716 with the required submittal fees under Wis. Admin. Code Chapter NR 749.

d. Complete the remediation and submit a request for case closure for the discharge at the Bishop's Creek Site designated as BRRTS 02-41-

553373 and BRRTS 03-41-556393 in compliance with Wis. Admin. Code Ch. NR 726 with the required submittal fees under Wis. Admin Code Chapter NR 749. The DNR shall review and approve or object to the closure packet within 60 days of submission. In the event the DNR notifies Bishop's Creek that additional site investigation or remediation work is required in accordance with Wis. Admin. Code Chs. 716 and NR 722, Bishop's Creek will complete the work required.

e. Submit a plan for the site investigation of the remaining environmental issues at the Bishop's Creek Site, designated by the DNR as BRRTS 02-41-306192, including but not limited to PAH's and metals; in compliance with Wis. Admin. Code Ch. NR 716 with the required submittal fees under Wis. Admin. Code Chapter NR 749. This plan will include an investigation to determine the degree and extent of soil and groundwater contamination at the Bishop's Creek Site.

f. Complete the investigation plan and submit a report of findings and recommendations for needed remediation at the Bishop's Creek Site, designated as BRRTS 02-41-306192 in compliance with Wis. Admin. Code Chs. NR 716 and NR 722 with the required submittal fees under Wis. Admin. Code Chapter NR 749. The DNR shall review and approve or object to the plan and report within 60 days of submission. In the event the DNR notifies Bishop's Creek that the plan or report are inadequate and/or additional site

investigation work is required in accordance with Wis. Admin. Code Ch. NR 716, Bishop's Creek will correct the plan and report and complete the work required.

g. Complete the remediation and submit in compliance with Wis. Admin. Code Ch. NR 726 with the required submittal fees under Wis. Admin. Code Chapter NR 749 a request for case closure for the remaining environmental issues for the entire Bishop's Creek Site, designated as BRRTS 02-41-306192. The DNR shall review and approve or object to the closure packet within 60 days of submission. In the event the DNR notifies Bishop's Creek that additional site investigation or remediation work is required in accordance with Wis. Admin. Code Chs. NR 716 and NR 722, Bishop's Creek will complete the work required.

8. In lieu of the individual case closure requests and review fees designated in paragraphs 7.d. and 7.g., Defendant Bishop's Creek may submit one case closure request for the three discharge sites in the Bishop's Creek Site and pay one cumulative closure review fee of \$1,050.00, plus the database fees, totaling three thousand dollars (\$3,000.00), as follows:

a. Closure Fee = \$1,050.00

b. Database Fees for BRRTS #02-41-553373, Building #3 South

Footings:

1) Soil GIS Registry = \$300.00

2) Groundwater GIS Registry = \$350.00

c. Database Fees for BRRTS #03-41-556393, NE Corner of Building #1:

1) Soil GIS Registry = \$300.00

2) Groundwater GIS Registry = \$350.00

d. Database Fees for BRRTS #02-41-306192, Entire Site

1) Soil GIS Registry = \$300.00

2) Groundwater GIS Registry = \$350.00

9. In the event, and as the result of the actions taken under para. 7, the DNR requires remediation beyond that already taken and which Bishop's Creek demonstrates would delay compliance with specific deadlines in para. 7, Bishop's Creek shall immediately notify the DNR and DNR's counsel in writing of the facts supporting the claim that it cannot meet a deadline or deadlines in para. 7 and in any event no later than ten (10) business days of the events giving rise to such claim. If such demonstration is made, the parties shall make a good faith effort to develop a revised timeline. If DNR does not believe the required demonstration for delay has been made, or the parties cannot reach an agreed-upon resolution to develop a revised timeline within ten (10) business days after receipt of the notice, any party may move the Court to resolve the dispute, and/or to impose additional penalties as appropriate.

10. The stipulating parties acknowledge that this Stipulation and Order for Judgment sets forth the entire understanding of the parties with respect to the subject matter hereto.

11. Except as between the parties hereto, nothing contained in this Stipulation and Order for Judgment shall be construed as an admission of liability in any other administrative or judicial proceeding now pending or hereafter commenced.

12. Full compliance by the Defendant with its obligations under this Stipulation and Order for Judgment shall constitute full compromise, settlement, and satisfaction of its liability for the violations described in the Complaint.

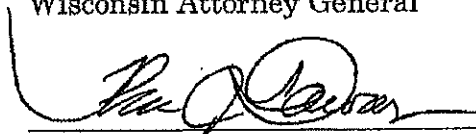
13. Within 30 days after satisfaction of the judgment, the DNR shall file in the County of Milwaukee Register of Deeds relating to the Bishops Creek and Patrick Sites an affidavit attesting to the satisfaction of the judgment upon the approved closure for the Sites.

14. The Order for Judgment accompanying this Stipulation will be a final and appealable Order. However, the stipulating parties hereby waive their right to appeal the Order.

15. The Order for Judgment and Judgment may be entered incorporating the terms of this Stipulation without further notice, and the Judgment may be docketed, pursuant to Wis. Stat. § 806.10(1).

Dated this 5th day of August, 2016.

BRAD D. SCHIMEL
Wisconsin Attorney General



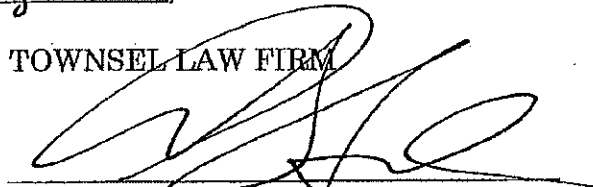
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Dated this 5th day of August, 2016.

TOWNSEL LAW FIRM



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Community Development Corporation

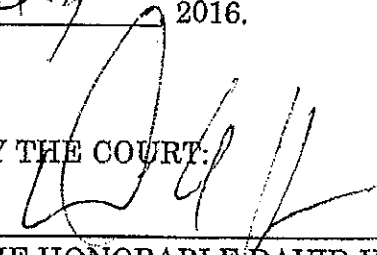
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ORDER FOR JUDGMENT

The Court approves the terms of the foregoing settlement Stipulation in *State of Wisconsin v. Bishop's Creek Community Development Corporation*, Milwaukee County Case No. 13-CX-0003, pursuant to which Defendant Bishop's Creek Development Corporation will pay the forfeitures, surcharges, and costs, and perform the duties required in the foregoing Stipulation. The Court therefore directs the clerk to enter and docket the Judgment accordingly.

This is a final order that disposes of the entire matter in litigation between the State of Wisconsin and Bishop's Creek Development Corporation and is intended by the Court to be an appealable order within the meaning of Wis. Stat. § 808.03(1).

Dated this 10 day of Aug 2016.

BY THE COURT:

THE HONORABLE DAVID HANSHER
Milwaukee County Circuit Court, Br. 42

