

FILED
MAR 24 1997
ORANGE SUPERIOR COURT

STATE OF VERMONT
ORANGE COUNTY

IN RE:

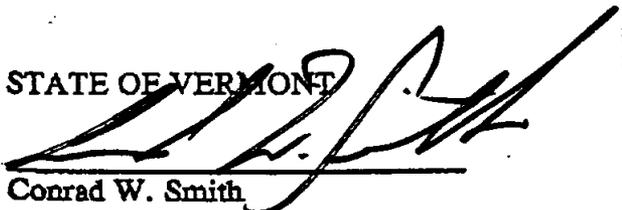
) ORANGE SUPERIOR COURT
) DOCKET NO. S53-840eC
)
UNIFIRST CORPORATION)
WILLIAMSTOWN, VERMONT)

JOINT MOTION FOR ENTRY OF CONSENT DECREE

The State of Vermont (the "State") and UniFirst Corporation ("UniFirst") jointly move for entry of the enclosed Stipulation and Consent Decree as an Order of this Court. All parties to this action have stipulated that the Stipulation and Consent Decree should be entered, and fully authorized representatives for all the parties have executed the Stipulation and Consent Decree on their behalf.

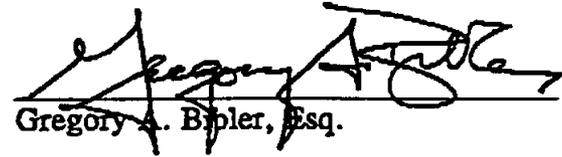
WHEREFORE, the State and UniFirst respectfully request that the Stipulation and Consent Decree be approved and entered by this Court prior to the expiration of the most recent extension of jurisdiction under the 1986 Consent Decree to and including March 28, 1997.

STATE OF VERMONT


Conrad W. Smith
Assistant Attorney General

UNIFIRST CORPORATION


James M. Ritvo, Esq.


Gregory A. Bipler, Esq.

STATE OF VERMONT
ORANGE COUNTY, SS.

SUPERIOR COURT
DOCKET NO. S53-840eC

IN RE: UNIFIRST CORPORATION,

WILLIAMSTOWN, VERMONT

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STIPULATION AND CONSENT DECREE

I. Introduction and Stipulation

NOW COME the State of Vermont (the "State") by and through its Acting Attorney General, J. Wallace Malley, the Town of Williamstown, Vermont (the "Town") by and through the Chairman of the Board of Selectmen, Gordon McArthur, and its attorney, George E. Rice, Jr., and UniFirst Corporation, Inc. ("UniFirst") by and through its Vice Chairman of the Board of Directors, Ronald Croatti, and its attorneys, Gregory A. Bibler and James M. Ritvo, to say as follows:

WHEREAS the State, the Town and UniFirst (each a "Party" and, collectively, the "Parties") entered into a consent decree in this action which was approved and entered by the Court on April 21, 1986 (the "1986 Consent Decree");

WHEREAS paragraph XXI of the 1986 Consent Decree provides that this Court shall retain jurisdiction for ten years thereafter, subject to extension for good cause shown, upon motion of the State, the Town or UniFirst, for purposes of assuring compliance with the 1986 Consent Decree and adjudicating further claims among the Parties for removal or remedial activities;

WHEREAS, in accordance with paragraph XXI of the 1986 Consent Decree, this Court previously extended its jurisdiction of the matter to enable the Parties to negotiate the substance and scope of a new consent decree to replace the terms of the 1986 Consent Decree;

WHEREAS the State and UniFirst have jointly moved that this Court extend the 1986 Consent Decree and replace its terms and conditions with those set forth below;

WHEREAS the activities required by the 1986 Consent Decree have been substantially performed with the exception of remediation of the so-called sludge lagoon at the old Williamstown landfill;

WHEREAS, in July, 1996, UniFirst completed a report for the UniFirst Plant Site which summarizes the results of laboratory analyses conducted on soil, ground water and air samples and evaluates the effectiveness of all remedial measures undertaken at that Site;

WHEREAS hazardous materials transported from the UniFirst facility to a previously unknown site, the so-called Wheatley Site, have been recently discovered by the property owner, reported to the State, and investigated by UniFirst and it is now appropriate to select and perform remediation of that site;

WHEREAS hazardous materials transported from the UniFirst facility to a previously identified site, the so-called Wright-Bressette Site, have been investigated by the State under the terms of the 1986 Consent Decree and it is now appropriate to select and perform remediation of that site;

WHEREAS based on the results of those activities and others voluntarily undertaken by the Parties, the Parties agree that the continuing and additional activities set forth below should be performed, without any admissions of liability;

NOW, therefore, the Parties stipulate to the entry of the following order.

II. Consent Decree

Based on the above stipulation of the Parties, it is hereby ORDERED, ADJUDGED and DECREED as follows:

A. Jurisdiction

1. This Court has jurisdiction over the subject matter herein and over the Parties.

B. Parties

2. The undersigned representatives of each Party to this Consent Decree certify that each is fully authorized by the Party or Parties he represents to enter into the terms and conditions of this Consent Decree and to execute and legally bind such Party or Parties to it.

3. The Acting Attorney General enters into this Consent Decree on behalf of the State of Vermont in the interest of the public health and environment, and represents no person in parens patriae, so that no right of action by any such persons in their individual capacities is affected by this Consent Decree.

C. Relation to 1986 Consent Decree

4. The Court's jurisdiction under the 1986 Consent Decree is extended and the terms and conditions of the 1986 Consent Decree are replaced with those set forth herein

with the exception of those provisions of Section V. F. relating to administration and disbursement of monies remaining in the Environmental and Public Health Fund.

D. Definitions

5. "Force Majeure" means an event arising from causes beyond the control of a Performing Party or of any entity hired, directed or controlled by such Party which delays or prevents the performance of any obligation under this Consent Decree, including acts of God and acts of war. Force Majeure does not include unanticipated or increased costs or changed financial circumstances. Force Majeure also does not include events, natural conditions and weather, which could reasonably have been anticipated and effectively provided for.

6. "Fund" means the fund established for the purposes, and subject to the specific terms and conditions, stated in the Trust Agreement entered among UniFirst, the State and the Trustee dated March 21, 1997.

7. "Hazardous Material" shall mean tetracholoethene (tetrachloroethylene, perchloroethylene, PCE) and related breakdown products.

8. "Information Known to the State" means information known to the Vermont Agency of Natural Resources (the "Agency"), the Vermont Department of Health and/or the Vermont Attorney General's Office about the Sites as of the date hereof. There shall be a rebuttable presumption that information which is not contained in, or not fairly presented or inferable from, the documents listed in Appendix A to this Consent Decree, is not "Information Known to the State." Within 60 days after entry of this Consent Decree, the State shall make available to UniFirst all documents in its possession or control concerning

the Sites, except for documents subject to the attorney-client privilege, the executive privilege (to the extent such documents constitute communication to or from, or reports intended for, the Governor's office), or the work product doctrine and except for documents containing personal medical information. Documents not made available shall be identified. UniFirst shall prepare and submit a proposed Appendix A to the Agency within 180 days of the entry of this Consent Decree. If UniFirst disputes the adequacy of the State's production of documents under this paragraph, the provisions in Section R of this Consent Decree regarding Disputes shall be invoked before UniFirst submits the proposed Appendix A and the obligation to submit the proposed Appendix shall be stayed until the dispute is resolved.

9. "Management Plan" means the plan appended hereto as Appendix B.

10. "Performing Party" means the Party, other than the State, who is performing or is obligated to perform the Work being referred to.

11. "Releases or Threatened Releases Identified in this Consent Decree" means the releases or threatened releases of Hazardous Material from the UniFirst facility in Williamstown, Vermont, at the UniFirst Plant Site, at the Wheatley Site, the Bressette Site and at the Landfill Site which are identified and described in the Information Known to the State.

12. "Remediation" means any activity in furtherance of abating a release or threatened release of hazardous materials; any activity in furtherance of preventing an act, correcting a condition, or eliminating a practice which constitutes a hazard to the health of persons or the environment, a public nuisance, or a violation of the law of the State; and

any removal action, remedial investigation, feasibility study, remedial design, remedial action, monitoring, institutional control and/or testing.

13. "Secretary" means the Secretary of the Vermont Agency of Natural Resources, or the designee or successor in interest of the Secretary.

14. "Sites" mean the "Wheatley Site", "Bressette Site", and the "UniFirst Plant Site", as generally shown on the Site Maps included as Figures 1-3 in the Management Plan, together with the "Landfill Site" which is a portion of the old Williamstown Landfill identified in the 1986 Consent Decree as the "Sludge Lagoon", and including at each Site all lands and waters affected by the Releases or Threatened Releases Identified in this Consent Decree.

15. "Statements of Work" mean the Site Specific Statements of Work contained in Section II of the Management Plan.

16. "Submission" or "Submit" means the provision to the Agency of any document required pursuant to this Consent Decree.

17. "Work" shall mean any and all actions required to be taken, or actually taken, related to this Consent Decree, or required to be taken by any approved, conditioned or modified Workplan.

18. "Workplan" shall mean an appropriately detailed description of all actions to be performed to implement a Statement of Work and shall include, if applicable, schedules for performance, cleanup or performance standards to be met, qualifications required of any consultants or contractors, a description of all related testing or investigation, a health and

safety plan, a quality control plan, and an itemization of permits or other permissions that will be required.

E. Parties Bound

19. This Consent Decree applies to and is binding upon the State, the Town and upon UniFirst and its successors and assigns. Any change in ownership or corporate status of UniFirst including any transfer of assets or real or personal property, shall in no way alter UniFirst's, or its successors' and assigns', responsibilities under this Consent Decree.

F. Project Coordinators

20. In anticipation of the entry of this Consent Decree, UniFirst, the Town and the State have notified each other, in writing, of the name, address and telephone number of their respective designated Project Coordinators. If a Project Coordinator initially designated is changed or proposed to be changed, the identity of the successor shall be given to the other Parties as soon as practicable.

21. Project Coordinators shall: (a) be subject to approval by the State; (b) have the technical expertise and broad authority sufficient to adequately oversee all aspects of the Work and Remediation, and; (c) not be an attorney for a Party in this matter.

22. All notifications required under the terms of this Consent Decree shall be provided to the Parties through the Project Coordinators with a copy to the Office of the Attorney General and to UniFirst's and the Town's attorneys of record.

23. All deadlines and timetables established pursuant to this Consent Decree may be modified by written agreement of the Project Coordinators for the State and the

Performing Party, or by the Court subject to the provisions of Section U of this Consent Decree.

24. The provisions of the Management Plan may be modified only by written agreement of the Project Coordinators for the State and the Performing Party.

G. General Obligations of the Performing Parties

25. All Work presently required, and which may be required in the future, at the Sites pursuant to this Consent Decree, including the installation of the groundwater testing and treatment system at the UniFirst Plant Site and any excavation, filling or soil covering activities at any of the Sites, is for the purpose of pollution abatement and cleanup and such Work has been approved by authorized delegates of the Secretary under the authority of Chapter 159 of Title 10 of the Vermont Statutes.

26. If any activity required to be performed pursuant to this Consent Decree does not have a specific schedule for performance, it shall be performed at the earliest appropriate and practicable time.

27. All Work required by this Consent Decree shall be performed in compliance with any applicable approved, conditioned or modified Workplan; with applicable local, state or federal law; and with this Consent Decree. Any federal, state or local permit or approval necessary for any portion of the Work shall be obtained, with the cooperation, as appropriate, of the other Parties, by the Performing Party prior to initiating that portion of the Work.

28. Difficulty in obtaining a necessary permit or approval may be grounds for the Performing Party to seek a modification of a timetable established pursuant to this Consent Decree.

29. The Performing Party shall ensure that the Work is performed by qualified and properly licensed personnel. All Remediation performed pursuant to this Consent Decree shall be under the direction and supervision of a qualified consultant, contractor or engineer, and, if required by the related Workplan, one who has been approved by the Agency.

30. Until further Order of this Court, and with the exception of activities to be addressed by institutional controls to be adopted and enforced under paragraph 49 of this Consent Decree at the Williamstown Plant Site, UniFirst shall conduct such activities as are necessary to ensure that any Remediation it has performed is not adversely impacted. Within sixty (60) days of a request by the Agency that any such Remediation performed by UniFirst has been adversely impacted or is in need of extraordinary maintenance or repair, UniFirst shall submit a Workplan for addressing such impact or conducting such maintenance or repairs. UniFirst shall implement the Workplan as approved, conditioned or modified by the Agency.

31. For as long as a Party owns or retains control or legal possession over any portion of a Site, that Party shall provide to Agency personnel unrestricted access to the such portion of the Site in order that the Agency may exercise any rights under, and monitor compliance with, this Consent Decree. If that Party assigns, sells or otherwise transfers an interest in any Site, that it now or in the future owns or controls or has legal possession of,

that Party shall expressly condition the transfer upon a grant by the transferee of such access for Agency personnel to the Site as set forth above, and upon a grant by the transferee of access to UniFirst sufficient to fully perform the Work required of it under this Consent Decree.

32. UniFirst shall take all reasonable steps necessary to obtain access to those portions of the UniFirst Plant Site, the Wheatley Site, and the Bressette Site, that it currently does not own, control or have legal possession of, sufficient: (1) to allow it to perform the Work required of it, (2) for the Agency to oversee UniFirst's compliance with this Consent Decree, or (3) for the Agency to conduct monitoring activities at these Sites in accordance with this Consent Decree. If UniFirst is unable to obtain such access, the State may attempt to secure sufficient access.

33. The Town shall provide UniFirst with access to those portions of the UniFirst Plant Site that the Town owns, controls or has legal possession of sufficient to allow UniFirst to perform the Work required of it.

34. Except as must necessarily occur because of the specific required activities taken pursuant to an approved, conditioned or modified Workplan, for as long as a Performing Party owns or retains control or legal possession of any portion of a Site, the Party shall take such reasonable steps that are necessary to ensure that no activity or use undertaken by or at the direction of the Performing Party at such portion of such Site will increase any risk to public health and the environment from, or worsen or contribute to, the Releases or Threatened Releases Identified in this Consent Decree.

35. Each Performing Party shall provide a copy of this Consent Decree (excluding Appendix A) to its Project Coordinator and to any contractor performing any Work at any of the Sites on its behalf, shall condition any such contract upon compliance with this Consent Decree and with all related approved, conditioned or modified Workplans and, within 30 days of the effective date of this Consent Decree, shall record a copy of this Consent Decree (excluding Appendix A) in the land records for each town where a Site is located.

36. During performance of the Work, and up to five years after completion of the Work, UniFirst and the Town shall retain, and provide to the State upon request, all documents and information required to be retained under Section IX of the 1986 Consent Decree and all documents and information which is relevant to assess the Work, any Remediation, or any release or threatened release of hazardous materials at the Sites, within that Party's possession or control, or that of its contractors or agents, except for duplicates and documents or information subject to the attorney-client privilege or work product doctrine. The State shall also retain such documents and information and shall provide them to the other Parties in accordance with applicable law on access to public documents.

37. If during the performance of the Work at a Site a Performing Party, its contractors, agents or employees, takes an action or causes a condition at any of the Sites which results in a release or threatened release of hazardous materials, except as must necessarily occur because of the specific required activities taken pursuant to any approved modified or conditioned Workplan and except the natural continuation of the Releases and Threatened Releases Identified in this Consent Decree, the Performing Party shall notify

the other Parties' Project Coordinators as soon as practicable after having knowledge or reasonable notice of such a release or threatened release at any of the Sites. If such release or threatened release presents an imminent and substantial danger, the Performing Party shall undertake appropriate emergency response. The Performing Party shall also undertake appropriate Remediation to abate such release or threatened release. If the State requests a Workplan for Remediation of such release or threatened release, the Performing Party shall submit such a Workplan and shall implement the Workplan as approved, conditioned or modified by the State.

38. Within five (5) years of the completion of all activities required under any approved, conditioned or modified Workplan, or, for those activities covered by a Remedial Action Completion Report or a Report on Monitoring Results, within five (5) years of the approval by the Agency of such Report, the State may determine that additional work is required because the Work was not performed in accordance with the applicable Workplan. If the State can demonstrate that the Performing Party did not perform the Work in accordance with the applicable Workplan and, as a result, additional work is therefore needed, the Performing Party shall submit a Workplan for the specified additional Work to bring the Work into compliance with such Workplan and/or to address conditions caused or exacerbated by that Party's failure to comply with the original Workplan and shall implement the new Workplan as approved, conditioned or modified by the State.

39. Five years after the date on which the Court enters this Consent Decree, a Performing Party shall, for each Site at which it has performed Work, conduct a Remedial Effective Evaluation ("REE"). The REE shall be designed to allow the Agency to determine

If the Remediation is protective of human health and the environment and shall consist of an analysis of all available data. If indicated by the data and upon a showing of good cause by the State, the Court may require that the Performing Party conduct limited additional site investigation activities as part of the REE. Within 60 days after completion of any such REE, the Performing Party shall submit a Remedial Effectiveness Evaluation Report ("REER") for each such Site which shall: (1) summarize and evaluate all relevant data and any investigation performed; and (2) shall make recommendations for expanding, continuing or narrowing the number of sampling points or frequency of sampling events and for any modification of, or addition, to the Remediation undertaken to ensure the Remediation is protective of human health and the environment. If requested by the State's Project Coordinator, the Performing Party shall submit to the State a Workplan for each Remedial Effectiveness Evaluation within an appropriate and practicable time designated by the State's Project Coordinator.

40. Over the twenty-five (25) years following the approval of the first Remedial Effectiveness Evaluation Report for each Site, the State may require that a Performing Party conduct up to two additional Remedial Effectiveness Evaluations for each Site where it has performed Work and submit a Remedial Effectiveness Evaluation Report.

41. UniFirst shall implement and conduct the monitoring activities required under this Consent Decree at each Site in accordance with an approved, conditioned or modified Workplan. However, to the extent monies are available from the Fund, the State shall conduct such monitoring activities after the first year following the entry of this Consent Decree.

H. Obligations of UniFirst Regarding the UniFirst Plant Site

42. Until UniFirst obtains an approved alternative discharge point, or until further order of this Court, UniFirst shall operate, monitor and maintain in its present capacity and configuration the groundwater collection and treatment system at the UniFirst Plant Site and shall discharge groundwater from such collection and treatment system to the Town's publicly owned treatment works ("POTW").

43. The annual sewerage rate charged and payable to the Town for groundwater discharged to the POTW from the collection system shall be the total cost of ordinary operations and maintenance for the POTW for a given year (i.e., Administration, Chemicals, Supplies, Testing, Electricity, Equipment and Repairs), multiplied by the total annual volume of groundwater discharged from the collection system to the POTW divided by the total annual volume of discharge from the POTW.

44. Within 90 days after entry of this Consent Decree, UniFirst shall submit a Workplan for all modifications of the groundwater collection and treatment system required for obtaining an approved surface water discharge point. UniFirst shall use best efforts to arrange for access, obtain any applicable permits and approvals, and, if permitted and approved, construct an alternative discharge point as approved. UniFirst shall operate, monitor and maintain the groundwater collection and treatment system as modified under the approved, modified or conditioned Workplan until further order of this Court.

45. The State and the Town shall cooperate, as appropriate, with UniFirst in its efforts to obtain such permits and approvals and complete the construction by, among other

things, assisting UniFirst in explaining the project to the local public and helping to obtain access.

46. Within sixty (60) days after entry of this Consent Decree, UniFirst shall submit a Workplan for the remedial action specified in Section II:1.1.2 of the Management Plan. UniFirst shall implement the Workplan as approved, conditioned or modified by the State within 30 days of the closure of the Williamstown Elementary School for the 1997 summer recess. UniFirst shall submit a Remedial Action Completion Report documenting completion of such activities within 60 days of completion of the activities.

47. Within sixty (60) days after entry of this Consent Decree, UniFirst shall submit a Workplan to conduct the monitoring program specified in Section II:1.3 of the Management Plan. UniFirst shall implement the Workplan as approved, conditioned or modified by the State. UniFirst shall submit Reports on Monitoring Results within thirty (30) days of the receipt of validated data for each monitoring event.

48. UniFirst shall draft such written reports as the Secretary may require for purposes of determining, pursuant to the Groundwater Protection Rule and Strategy, whether the ground water under the land surface area at the UniFirst Plant Site should be classified as a Class IV ground water area.

49. The Town, through its Board of Water Commissioners, controls and administers delivery of water to properties located at the UniFirst Plan Site. The Town has issued Rules and Regulations presently scheduled for review and adoption in 1997. The Town agrees that these Rules and Regulations shall include, and that the Town will enforce, a requirement that any new or improved structure, the useful occupancy of which

would require potable water and which is located within the boundaries shown on Figure 1 of the Management Plan, must be connected to the Town's water supply system. The Town also agrees that these Rules and Regulations shall include, and that the Town will enforce, a prohibition against cross connections between the Town's water supply system and other water sources. If the above provisions are not being adequately carried out, the State may move this Court for additional necessary institutional controls from the Town *in lieu* of such ordinances and enforcement.

I. Obligations of UniFirst Regarding the Wheatley Site

50. Within sixty (60) days after the entry of this Consent Decree, UniFirst shall submit a Workplan for the remedial action specified in Section II:2.1 of the Management Plan. UniFirst shall implement the Workplan as approved, conditioned or modified by the State within 300 days after entry of this Consent Decree. UniFirst shall submit a Remedial Action Completion Report documenting completion of such activities within 360 days after the Court enters this Consent Decree.

51. Within sixty (60) days after entry of this Consent Decree, UniFirst shall submit a Workplan to conduct the monitoring program specified in Section II:2.3 of the Management Plan. UniFirst shall implement the Workplan as approved, conditioned or modified by the State. UniFirst shall submit Reports on Monitoring Results within thirty (30) days of the receipt of validated data for each monitoring event.

52. UniFirst shall draft such written reports as the Secretary may require for purposes of determining, pursuant to the Groundwater Protection Rule and Strategy,

whether the ground water under the land surface area within the Wheatley Site should be classified as a Class IV ground water area.

53. UniFirst shall use its best efforts to obtain, the easements and deed restrictions, agreeable to the State, specified in Section II:2.2 of the Management Plan in accordance with the schedule set forth in Section II:2.4. UniFirst shall take all reasonable steps necessary to ensure that the rights and conditions established by such easements and deed restrictions are enforced. If the easements and deed restrictions are not obtained, the State may move this Court for additional necessary institutional controls from UniFirst *in lieu* of such deed restrictions and other controls.

J. Obligations of UniFirst Regarding the Bressette Site

54. Within sixty (60) days after entry of this Consent Decree, UniFirst shall submit a Workplan for the remedial action specified in Section II:3.1 of the Management Plan. UniFirst shall implement the Workplan as approved, conditioned or modified by the State within 300 days of entry of this Consent Decree. UniFirst shall submit a Remedial Action Completion Report documenting completion of such activities within 360 days after the Court enters this Consent Decree.

55. Within sixty (60) days after entry of this Consent Decree, UniFirst shall submit a Workplan to conduct the monitoring program specified in Section II:3.3 of the Management Plan. UniFirst shall implement the Workplan as approved, conditioned or modified by the State. UniFirst shall submit Reports on Monitoring Results within thirty (30) days of the receipt of validated data for each monitoring event.

56. UniFirst shall draft such written reports as the Secretary may require for purposes of determining, pursuant to the Groundwater Protection Rule and Strategy, whether the ground water under the land surface area within the Wheatley Site should be classified as a Class IV ground water area.

57. UniFirst shall use its best efforts to obtain, the easements and deed restrictions, agreeable to the State, specified in Section II:3.2 of the Management Plan in accordance with the schedule set forth in Section II:3.4. If the easements and deed restrictions are not obtained, the State may move from this Court for additional necessary institutional controls from UniFirst *in lieu* of such deed restrictions and other controls.

K. Obligations of the Town Regarding the Landfill Site

58. (A) The Town waives all past and future claims to payment of monies out of the Environmental and Public Health Fund established under the 1986 Consent Decree except that the Town shall receive, and the State shall pay, out of that fund: (1) \$20,000, within 60 days of the entry of this Consent Decree, for expenses related to the negotiation and implementation of this Consent Decree; and (2) \$30,000, within 60 days of the second anniversary of the entry of this Consent Decree, if the State has not spent at least \$110,000 from that fund for further investigation and other Remediation at the Landfill Site by the second anniversary.

(B) The State shall not seek from the Town any further Remediation at the Landfill Site of the releases or threatened releases of Hazardous Material from the UniFirst facility in addition to that provided herein.

(C) The Town shall not encourage, or agree to, any public use at the Landfill Site on the land which was the Compost Pile and Lagoon Area (the approximate locations of which are shown on Appendix C) and on all land within 150 feet of the center of Compost Pile and the center of Lagoon Area and agrees not to extract or use surface or subsurface soils or water from such land. In addition, within 180 days of the entry of this Consent Decree, the Town shall implement on such land the following institutional controls: (1) erect and maintain signs, around the perimeter of such land, which identify the area as one with potential surface and subsurface soil and water contamination and which prohibit entry by the public and any use or extraction of the surface and subsurface soils and water; and (2) place permanent deed restrictions on such land prohibiting entry by the public and any use or extraction of the surface and subsurface soils and water. After two years from the entry of this Consent Decree, the Town may seek from this Court, for good cause shown, modification of the requirements of this subparagraph.

(D) After implementation of any remediation at the Landfill Site which the State may cause to be implemented, the Town shall implement the following maintenance of the remedial activities for the duration of this Consent Decree, to the extent applicable to the remedial activities actually undertaken: seeding, mowing, regrading, and repair as is necessary to maintain the physical integrity, contour and function of any cap and any erosion control and surface water drainage structures.

L. Approval by the State

59. After receipt by the Agency of any Submission by UniFirst or the Town, required pursuant to this Consent Decree, the State shall, within sixty (60) days, either:

(1) approve the Submission; (2) approve the Submission with modifications; (3) approve the Submission with conditions; or (4) disapprove the Submission. If the State cannot respond to a Submission within sixty (60) days, the State shall notify the submitting Party of the reasons for the delay and shall set a date by which it expects to respond. The State shall inform the submitting Party in writing of the reason for any disapproval, condition, or modification.

60. Only after having disapproved a Submission or having approved the Submission with conditions requiring changes and re-Submission, and the submitting Party having failed to submit a timely or satisfactory re-Submission, the State may issue a Submission with modifications which cures the deficiencies in the Submission.

61. When a Workplan is approved or approved with conditions or with modifications, the submitting Party shall implement the Workplan as approved, conditioned or modified. If there is a dispute over the conditions or modifications of a Workplan, the State's Project Coordinator shall agree to a stay of this obligation to implement unless the Coordinator determines that there is a risk that substantial harm to the public health or the environment may result from the delay likely to be incurred in the resolution of the dispute. If the State's Project Coordinator refuses to grant a stay, the submitting Party may seek a stay from this Court pending resolution of the dispute.

62. Any approval by the State as described above may be conditioned on a public participation process and receipt by the State of public comments.

M. The Fund

63. Within 60 days of entry of the Consent Decree, UniFirst shall cause to be delivered to the Trustee for deposit in the Trust established and administered under the Trust Agreement entered between UniFirst and the State and the Vermont National Bank: (1) a check in the amount of \$1.45 million dollars made payable to the Vermont National Bank, as Trustee of the State of Vermont Environmental Trust; and (2) a guaranteed annuity or investment contract, issued in a form and by a financial institution agreeable to the State, which guarantees payment by such institution of the sum of \$330,000 into the Trust each year, for 29 years, on the fifteenth day of May beginning on May 15, 1998. Insufficiency of monies in the Fund at any time shall not obviate any obligations of UniFirst under this Consent Decree.

N. Covenant and Re-openers by State

64. Except as otherwise provided under this Consent Decree, the State covenants not to institute or pursue other civil litigation or administrative action against UniFirst or the Town or their officers, directors, agents or employees: (1) related to, or arising from, the 1986 Consent Decree; (2) for damages from the releases at the Sites (including natural resource damages related to the UniFirst Plant Site and the Bressette Site but excluding natural resource damages related to the Wheatley Site); and (3) for penalties for, or the remediation of, the Releases or Threatened Releases Identified in this Consent Decree.

65. The above covenant by the State is conditioned on there being: (1) a good faith basis for the representations in this Consent Decree; (2) due diligence in the retention

and provision of information as required by this Consent Decree, and; (3) compliance with all terms of this Consent Decree.

66. The above covenant shall be void as to UniFirst or the Town:

(a) to the extent that UniFirst or the Town, respectively, at any time, worsens or contributes to worsening any of the Releases or Threatened Releases Identified by this Consent Decree but not including worsening as must necessarily occur because of the specific required activities taken pursuant to an approved, modified or conditioned Workplan (the natural migration of Hazardous Material, by itself, is not an action by UniFirst that "worsens or contributes to worsening" for purposes of this provision);

(b) to the extent that information about a Release or Threatened Release Identified in this Consent Decree, other than Information Known to the State, becomes known to the State, including information which is newly discovered or was withheld or concealed by UniFirst or the Town, but not including information regarding the Bressette Site which could have been discovered by conducting an investigation customary as of 1990, and the Court determines, based on the new information (together with any other relevant information), that the Work exposes the public or environment to an unacceptable risk, hazard or threat; or

(c) to the extent that information about a risk, hazard or threat posed by a Release or Threatened Release Identified in this Consent Decree, other than Information Known to the State, becomes known to the State, including scientific knowledge not specifically related to a Site but which is widely accepted among the

scientific and regulatory community, and the Court determines, based on the new information (together with any other relevant information), that the Work exposes the public or environment to an unacceptable risk, hazard or threat.

67. If, while there is jurisdiction under this Consent Decree, the inferable distribution of Hazardous Material resulting from the Releases and Threatened Releases Identified in this Consent Decree significantly changes from that in the Information Known to the State, and upon motion of the State the Court determines that the new distribution expose the public or environment to an unacceptable risk, hazard or threat, this Court may require UniFirst to perform additional monitoring or remediation.

O. Covenants of UniFirst and the Town

68. UniFirst and the Town covenant not to sue each other or the State of Vermont, their officials, agents, employees, contractors, or representatives for any claim or cause of action related to, or arising from, (1) the 1986 Consent Decree, (2) acts or omissions of UniFirst, the Town, or the State, their officers, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in performing the Work, (3) any activities taken or costs incurred pursuant to this Consent Decree, or (4) the Releases or Threatened Releases Identified in this Consent Decree.

69. UniFirst shall defend, indemnify, and save and hold harmless the State, its officials, agents, employees, contractors, and representatives, from any and all claims or causes of action, asserted by any individual or entity not a Party, related to, or arising from, or on account of acts or omissions occurring after the date hereof of UniFirst and its

officers, employees, agents, contractors, subcontractors and any persons acting on their behalf or under their control, in performing the Work, subject to the following conditions:

- (1) the State shall give UniFirst prompt, written notice of any claims or causes of action for which it seeks defense or indemnification;
- (2) the State shall use best efforts to cooperate with UniFirst in the defense and settlement of any such claims or causes of action;
- (3) the State shall not settle any such claim or cause of action without the consent of UniFirst, which consent shall not be unreasonably withheld;
- (4) the obligation set forth herein shall not apply to the extent the State engages in negligence or misconduct which adversely affects the probability or magnitude of any loss or expense for which it seeks indemnification; and
- (5) if UniFirst fulfills the obligation set forth herein, the State shall not seek or obtain any additional remedy for any such claims or causes of action.

P. Reservations of Rights

70. Unless specifically inconsistent with a provision of this Consent Decree, the Parties reserve all defenses and all rights and claims against each other.

71. If any Party fails or refuses to comply with this Consent Decree in any respect the other Parties may seek and obtain any remedy, sanctions, or penalties available at law or in equity to enforce this Consent Decree.

72. The Parties reserve, and this Consent Decree is without prejudice to, all rights against each other with respect to all other matters.

73. Except as specifically provided in this Consent Decree, nothing contained in this Consent Decree shall be construed as limiting any other rights the Parties may have, exemplified by the rights UniFirst and the Town have to recover from other potentially responsible Parties costs incurred in connection with the Sites, including the costs of compliance with this Decree. See e.g., 10 V.S.A. §6615(i). UniFirst and the State each shall promptly report to the other any information it learns about other potentially responsible Parties regarding the Sites. Furthermore, the Parties agree and the Court finds that UniFirst and the Town are entitled to the protection afforded by 10 V.S.A. §6615(i) against any and all claims for contribution or indemnification by third parties regarding matters addressed in this Consent Decree.

Q. Representations and Certifications

74. By executing this Consent Decree, UniFirst represents and certifies that it has fully and accurately disclosed to the State all material information currently known to it, its officers and directors, contractors and/or experts, or in their possession or control, which: (1) might affect the State's review of any remediation already undertaken at any of the Sites or any Submission required by this Consent Decree; or (2) relates to any releases or threatened releases of hazardous materials from or related to the UniFirst facility.

R. Disputes

75. Before resorting to Court, the Parties shall make good faith efforts to resolve any dispute which arises under or with respect to this Consent Decree. Such attempts shall include, at least, an exchange of written statements of position and a meeting.

76. If a dispute relates to the selection, extent, or adequacy of any aspect of Remediation, the Performing Party shall provide the State's Project Coordinator with any written material pertaining to the dispute within thirty (30) days of the Performing Party's determination that there is a dispute.

77. If the Parties do not resolve the dispute, upon motion the dispute shall be reviewed by this Court.

78. In such court proceedings, the State's disputed decision regarding the selection, extent, or adequacy of any aspect of Remediation shall be upheld unless this Court determines that the State's position is clearly erroneous as to matters of fact, or incorrect as to matters of law or interpretation of this Consent Decree.

79. A request for dispute resolution discussions or a request to this Court for relief shall not, by itself, extend, postpone or suspend any obligation or deadline of this Consent Decree or of any approved, conditioned or modified Workplan. Any Party may, however, while seeking resolution of a dispute under the terms of this Agreement, seek a stay from this Court.

S. Stipulated Penalties

80. Failure by a Performing Party to meet a deadline set by this Consent Decree or in any approved, modified or conditioned Workplan shall be punishable by imposition of a stipulated penalty payable to the State of up to one thousand dollars (\$1,000.00) per day for each day the Performing Party fails to meet the deadline at issue. Stipulated penalties accruing during the pendency of any dispute may be reviewed by this Court and reduced in relation to the validity of the dispute.

81. A knowing and material failure by a Performing Party to comply with a term other than a deadline of this Consent Decree shall be punishable by imposition of a stipulated penalty payable to the State of up to five thousand dollars (\$5,000.00).

82. If the State determines to obtain a stipulated penalty (the State is not hereby required to do so), the State shall make its demand to UniFirst's Project Coordinator and UniFirst's Vermont Counsel of Record of the State's demand for a stipulated penalty, by certified mail. Within 15 business days of receipt of the demand for payment of stipulated penalties, UniFirst shall pay the demand or move this Court for a reduction of the penalties. The State is not hereby limited to seeking and obtaining these stipulated penalties and may, instead, elect to seek any other remedy, sanctions, or penalties available at law or in equity to enforce this Consent Decree. Upon motion and for good cause shown, the Court may reduce these penalties.

T. Miscellaneous

83. When circumstances occur which may delay or prevent the completion of any portion of the Work or impede necessary access to any property on which part of the Work is to be performed, whether or not caused by a Force Majeure, the Performing Party shall notify the other Project Coordinators orally promptly of the circumstances and shall, as soon as practicable, provide the State's Project Coordinator with a written explanation of the cause(s) of any actual or expected delay, the anticipated duration of any delay, the measures taken and to be taken to prevent or minimize the delay, and the timetable for implementation of such measures.

84. Failure to give timely oral and written notice to the State's Project Coordinator in accordance with the preceding paragraph shall constitute a waiver of any claim that the circumstances in question were a Force Majeure or that the Performing Party needs additional time to perform the Work in question.

85. If the State agrees that a delay is or was caused by a Force Majeure, the Parties shall attempt to agree to a modified timetable to allow the completion of the specific portion of the work and/or any succeeding portion of the Work affected by such delay proximately caused by the Force Majeure event.

86. In any proceeding on any dispute regarding delay in performance, the Performing Party shall have the burden of proving (a) that the delay is or was caused by a Force Majeure, and (b) that the amount of additional time requested is necessary to compensate for the event.

U. Expiration

87. This Consent Decree shall expire thirty (30) years following the date of its entry, unless earlier terminated or extended by further order of this Court. The Court shall retain continuing jurisdiction over this matter for thirty (30) years from the date of entry of this Consent Decree, or for such earlier or extended term as the Court may determine by further order.

UNIFIRST CORPORATION



Ronald Croatti

Vice Chairman of the Board of Directors

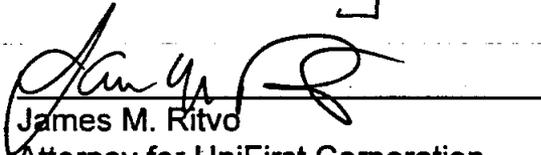
DATED at Wilmington, MA this 20th day of March, 1997



Gregory A. Bibler

Attorney for UniFirst Corporation

DATED at Wilmington, MA this 30th day of March, 1997



James M. Ritvo

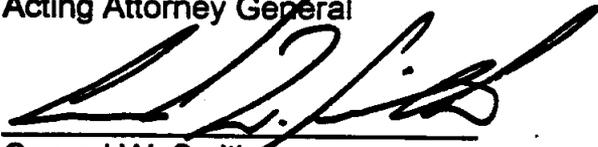
Attorney for UniFirst Corporation

DATED at Montpelier, VT this 21st day of March, 1997

STATE OF VERMONT

J. Wallace Malley

Acting Attorney General



Conrad W. Smith

Assistant Attorney General

DATED at Montpelier, VT this 21st day of March, 1997



Canute E. Dalmasse

Commissioner

Department of Environment Conservation

DATED at Montpelier, VT this 21st day of March, 1997

TOWN OF WILLIAMSTOWN

Gordon B. McArthur

Gordon McArthur
Chairman of the Board of Selectmen

DATED at Montpelier, VT this 21ST day of March, 1997

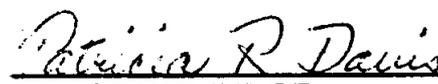
George E. Rice, Jr.
George E. Rice, Jr.,
Attorney for the Town of Williamstown

DATED at Montpelier, VT this 21 day of March, 1997

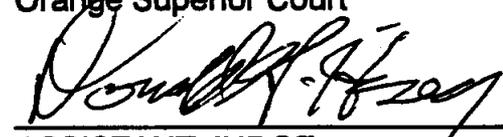
This Consent Decree is APPROVED AND ENTERED AS AN ORDER OF THIS
COURT this 24 day of March, 1997.



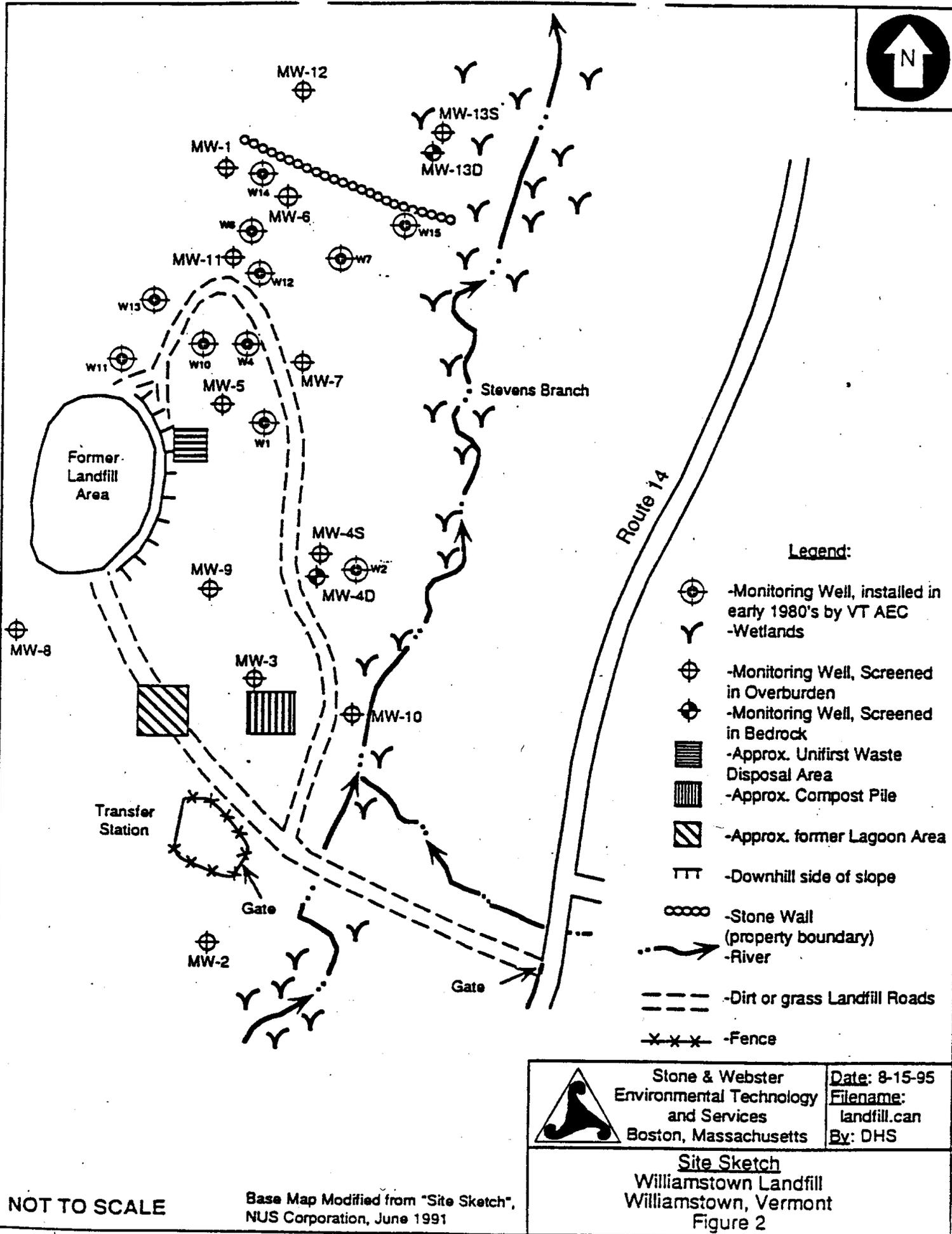
PRESIDING JUDGE
Orange Superior Court



ASSISTANT JUDGE
Orange Superior Court



ASSISTANT JUDGE
Orange Superior Court



NOT TO SCALE

Base Map Modified from "Site Sketch", NUS Corporation, June 1991

TRUST AGREEMENT

TRUST made and entered into as of March 21, 1997, by and among UniFirst Corporation ("UniFirst"), the State of Vermont ("State"), and the Vermont National Bank, as trustee ("Trustee").

ARTICLE I

Purpose

This Trust shall be known as the State of Vermont Environmental Trust (the "Trust"). The Trust is created pursuant to the provisions of a Consent Decree, entered between UniFirst, the State, and the Town of Williamstown, in furtherance of the public policies and purposes served by the Vermont laws concerning hazardous materials sites management and cleanup enacted as part of Title 10 of the Vermont Statutes. More specifically, the purpose of this Trust is to provide for payment of costs as incurred and an adequate and assured source for payment of costs to be incurred in performing activities contemplated in the Consent Decree at three sites identified therein, namely, the UniFirst Plant Site, Wheatley Site, and Bressette Site.

ARTICLE II

Funding

In accordance with the Consent Decree, and pursuant to agreements reached by or among the State, UniFirst and certain of its insurers, UniFirst shall cause its insurers, within 60 days of entry of the Consent Decree, to deliver directly to the Trustee for deposit in the Trust established and administered hereunder: (1) a check in the amount of \$1.45 Million made payable to the Vermont National Bank, as Trustee of the State of Vermont Environmental Trust; and (2) a guaranteed annuity or investment contract, issued in a form and by a financial institution agreeable to the State, which guarantees payment by such institution of the sum of \$330,000 into the Trust each year for 29 years on the fifteenth day of May beginning on May 15, 1998.

Immediately upon delivery of any and all monies delivered to the Trustee for deposit in the Trust, the Trustee shall deposit such funds into an interest bearing conservative money market account invested primarily in United States Treasury notes and other obligations guaranteed by or backed by the full faith and credit of the United States of America or any of its agencies or instrumentalities. The account shall indicate that checks drawn against it may be signed by the Trustee and no other person. The Trustee agrees to hold the initial payment and any future payments in Trust and to keep such sums invested in accordance with Article V hereof. All interest, income or gains earned or accrued on funds deposited in the Trust shall become part of the Trust and be administered as such in accordance with the terms of this Agreement.

ARTICLE III

Payments and Distributions

Funds deposited in the Trust shall be expended only for the purposes, and according to the procedures and terms, set forth in this Agreement. The Trustee is authorized to release funds from the Trust to pay for costs incurred after the date of this Agreement in accordance with the following procedure:

(a) Payments shall be made from the Fund for the reasonable costs of all activities undertaken on UniFirst's behalf that are contemplated in the Consent Decree and approved for payment by the Trustee, including:

- (1) all work performed on UniFirst's behalf under the Consent Decree;
- (2) permitting, planning, design and construction, annual sewerage rate assessments, and any other costs incurred in connection with collection, treatment and discharge of effluent from the groundwater collection system at the UniFirst Plant Site; and
- (3) any costs incurred on UniFirst's behalf in performing any of the activities listed in paragraph (b) of this Article III.

(b) Payments shall be made from the Fund for the reasonable costs of all activities undertaken on the State's behalf that are contemplated in the Consent Decree and approved for payment by the Trustee, including:

- (1) reviewing "Submissions" as defined in the Consent Decree;
- (2) overseeing Remediation undertaken at any of the three Sites ("Oversight Costs"), except that Oversight Costs eligible from the Fund shall not exceed \$35,000 in year one, and \$15,000 annually, thereafter;
- (3) monitoring at any of the Sites;
- (4) additional monitoring activities at any of the Sites which the State determines are appropriate;
- (5) maintenance, repair, and replacement of monitoring wells and equipment at any of the Sites;
- (6) If UniFirst is unable or unwilling to perform additional Remediation, additional Remediation at any of the Sites if the conditions of paragraph 30, 31, 34, 37, 66 or 67 of the Consent Decree have occurred or if there has been a recommendation for modified or additional Remediation in a final Remedial Effectiveness Evaluation Report ;
- (7) implementation and enforcement of groundwater reclassifications as contemplated by the Consent Decree; and
- (8) implementation and enforcement of other institutional controls contemplated by the Consent Decree.

(c) For purposes of paragraphs (a) and (b) above, costs eligible for payment from the Trust shall be limited to: (1) direct, oversight and administrative costs incurred by UniFirst's contractors, the Agency, and its contractors, in performing activities under the Consent Decree; and (2) transaction costs incurred in obtaining easements and deed restrictions as institutional controls required under the Consent Decree, including recording fees, title insurance, and related attorneys' fees, but not including the purchase price paid to acquire such easements and restrictions.

(d) The ability of the State to obtain payment from the Fund for any activity shall not be asserted as a defense to a request for equitable relief requiring UniFirst to perform any obligation imposed by the Consent Decree which UniFirst has failed to perform.

(e) To obtain approval for payment from the Trust, a Proposal for Work must be submitted to the Trustee comprised of (1) a description of the specific tasks to be performed; (2) an estimate of costs to be incurred for the specific tasks; and (3) a certification that the tasks to be performed will be consistent with the requirements of the Consent Decree and that the costs to be incurred are payable under this Agreement. A Proposal for Work may be submitted for activities already undertaken if they were taken in response to an emergency or a reasonably unanticipated circumstance, or if they pertain to routine operation and maintenance costs incurred in connection with the groundwater collection and treatment system at the UniFirst Plant Site, so long as they were activities contemplated in the Consent Decree. A copy of the Proposal for Work must be mailed by first class mail to the other Party on the same date that it is submitted to the Trustee. The Proposal for Work shall be deemed uncontested unless the Trustee receives a written Notice of Dispute from UniFirst or the State within 30 days of the postmarked date of such Proposal.

(f) A revised Proposal for Work may be submitted to the Trustee for unanticipated changes in the scope or cost of work described in a previously submitted Proposal for Work. The revised Proposal for Work shall include a certification that the tasks performed are consistent with the requirements of the Consent Decree, that the proposed revisions are necessary to respond to unanticipated circumstances, and that the costs of the work are payable under this Agreement. A copy of the revised Proposal for Work must be served by first class mail to the other Party on the same date that it is submitted to the Trustee. The revised Proposal for Work shall be deemed uncontested unless the Trustee receives a written Notice of Dispute from UniFirst or the State within 30 days of the postmarked date of such Proposal. A revised Proposal for Work modifying the description of tasks performed, or to be performed, and the estimated costs must be submitted in accordance with paragraph (e) above prior to payment of any invoice for those tasks.

(g) After a Proposal for Work is deemed uncontested or after it has been modified in accordance with the dispute resolution provisions below, invoices for payment may be submitted to the Trustee regarding services rendered and expenses incurred for amounts not to exceed the individual estimated costs in the related Proposal for Work. Copies of all invoices submitted to the Trustee shall be sent by first class mail simultaneously to the other Parties. Within 30 days of the postmarked date of an uncontested invoice, or ten (10) business days of notice of resolution of a dispute concerning a contested invoice, the Trustee shall pay the invoice. No invoice may be paid unless the fees and services for which payment is sought have been described in an uncontested or modified Proposal for Work consistent with the procedures in this Article III.

(h) UniFirst and the State may submit a Notice of Dispute objecting to: (1) the inconsistency of a Proposal for Work with the Consent Decree, Management Plan, or applicable Work Plan including the reasonableness or appropriateness of the estimated costs; or (2) the inconsistency of an invoice with an uncontested or modified Proposal for Work. Such Notice of Dispute shall be served by first class mail upon the Trustee and each other party within 20 days of the postmarked date of the document to which it is addressed.

(i) Within ten (10) business days of receipt of a Notice of Dispute, UniFirst and the State shall attempt, in good faith to the best of their abilities, to reach agreement. If the parties are able to resolve their dispute, they shall immediately notify the Trustee in writing of the agreement they have reached. If the parties are unable to reach agreement within fifteen (15) business days then the parties shall, subject to review by the Court, submit all disputes relating to payments from the Fund to the Trustee or an expert appointed by the Trustee and paid out of the Fund.

(j) At the end of the thirty (30) year term of the Consent Decree, or other effective period as determined by further order of the Court under the Consent Decree, any sums remaining in the Trust shall be disbursed to the Environmental Contingency Fund and become the property of the State, and the Trust shall terminate in accordance with Article X.

ARTICLE IV

The Trustee

When used herein, the term "Trustee" includes not only the Trustee named herein, but also any duly appointed successor Trustee. Any Trustee may resign hereunder at any time; provided, however, that the Trustee shall give at least sixty (60) days prior written notice to UniFirst and the State. Each Trustee serving hereunder

shall appoint a successor Trustee in writing, and upon the death, bankruptcy, or resignation of a Trustee, the successor Trustee so appointed shall, when approved by UniFirst and the State, become Trustee hereunder upon written acceptance of such appointment. Any such successor Trustee shall have all the powers conferred herein upon the original Trustee. If UniFirst and the State do not approve the person or entity so appointed, or if the successor Trustee declines to accept such appointment, the Trustee leaving office shall appoint another candidate to serve as successor Trustee, who shall become Trustee upon written acceptance of the appointment and upon approval by UniFirst and the State. It is the intent of the parties to this Agreement that the Trustee shall be an entity or person independent of UniFirst and the State.

If the Trustee dies or leaves office without having appointed any successor, or if UniFirst and the State do not approve a successor Trustee, or if a Trustee so appointed declines to accept the office of Trustee, then UniFirst and the State shall appoint a successor Trustee mutually acceptable to both to serve hereunder.

ARTICLE V

Trustee's Powers; Prohibited Transactions

The Trustee may make investments and reinvestments of the Trust assets only in separate interest bearing accounts in banks or other investments guaranteed by or backed by the full faith and credit of the United States of America or any of its agencies or instrumentalities; provided, however, that no more than the maximum total balance insured by the Federal Deposit Insurance Corporation may be invested at any time in any one bank. The Trustee also may make investments and reinvestments of the Trust assets in conservative money market accounts invested primarily in United States Treasury notes and other obligations guaranteed by or backed by the full faith and credit of the United States of America or any of its agencies or instrumentalities as required to preserve needed liquidity or ensure a greater return on investment.

ARTICLE VI

Indemnification

The Trustee shall not be liable for involuntary losses or for any loss or damage unless caused by such Trustee's bad faith. UniFirst agrees to indemnify, protect and hold the Trustee harmless from any and all loss, liability and expense for any act done or omitted in good faith in accordance with the provisions of this agreement. The

Trustee shall be entitled to rely conclusively on the accuracy and truthfulness of any fact represented by UniFirst or the State in any request for payment made under Article III.

Notwithstanding any other provision in this Agreement, the Trustee shall not engage in any transaction, other than a payment authorized under Article III hereof, which constitutes a direct or indirect sale or exchange, leasing, borrowing, lending, or other transfer of property between the Trust and UniFirst or the State, or any person or entity who is an officer, director, key employee, or shareholder of UniFirst or the State.

ARTICLE VII

Trustee's Compensation

The Trustee's fee for performing its duties hereunder shall be one quarter of one percent annually with a \$3,000 minimum. UniFirst and the State also agree that the Trustee shall be entitled to payment from the Trust for any and all fees and expenses reasonably incurred by or as a result of the discharge of its Trust duties, including without limitation reasonable expenses incurred in any judicial proceeding concerning a claim for payment disallowed by the Trustee under this Agreement.

ARTICLE VIII

Taxes; Accounting

The parties to this Trust Agreement agree that the Trust is a grantor trust for federal income tax purposes, and that the State shall be treated as the grantor, because: (1) all of the monies deposited in the Trust are to be retained and released for the purpose of furthering the public policies and purposes served by the Vermont laws concerning hazardous materials sites management and cleanup enacted as part of Title 10 of the Vermont Statutes; and (2) the State possesses the reversionary interest in the Trust. The Parties agree that they will not file federal income tax returns or otherwise report in a manner that is inconsistent with this understanding.

The Trustee shall oversee compliance with the federal income tax obligations of the Trust. In particular, the Trustee shall determine the tax year of the Trust, and shall pay from Trust any and only such taxes as may be attributable to the Trust for any taxable income earned by the Trust. Within sixty (60) days following the close of each fiscal year, the Trustee shall prepare and file or cause to be prepared and filed any tax returns or information reports required for such year by any state or federal law and shall deliver copies of the same to UniFirst and the State.

Within a reasonable period of time after the close of each tax year, the Trustee shall prepare and deliver to UniFirst and the State, an accounting of the administration of the Trust during the tax year. The written approval of any such account, respectively, by UniFirst and the State (or UniFirst's or the State's failure to object in writing to the Trustee within sixty (60) days after receipt of any account) shall be final and binding on UniFirst and the State respectively, as to all matters and transactions stated in such account.

ARTICLE IX

Irrevocability, Amendment

This Trust is irrevocable. This Trust may be amended only by a writing signed by UniFirst and the State except that any provision affecting the rights and responsibilities of the Trustee shall be also approved by the Trustee. The Trustee's approval shall not be unreasonably withheld, conditioned or delayed.

ARTICLE X

Termination

This Trust shall terminate at the end of the thirtieth (30th) year from the date of this Trust Agreement, unless otherwise extended by the Court under the Consent Decree upon a showing of good cause by any party.

ARTICLE XI

Governing Law

All questions concerning the validity and the interpretation of the terms of this Trust and all questions relating to performance hereunder shall be judged and resolved in accordance with the laws of the State of Vermont.

ARTICLE XII

The Trust shall be binding upon and shall inure to the benefit of UniFirst, the State, and Trustee, and their respective heirs, assigns and successors-in-interest.

ARTICLE XIII

Miscellaneous

Notices, requests, demands or other communications hereunder shall be delivered by hand or mailed by first class mail, postage prepaid, and shall be addressed to:

UniFirst at:

UniFirst Corporation
68 Jonspin Road
Wilmington, MA 01887
Attn: Brian Keegan

with a copy to:

Gregory A. Bibler, Esq.
Goodwin, Procter & Hoar, LLP
Exchange Place
Boston, MA 02109-2881

State at:

UniFirst Project Coordinator
Department of Environmental Conservation
103 South Main Street, 1 South
Waterbury, VT 05671-0401

with a copy to:

Conrad W. Smith
Office of the Attorney General
109 State Street
Montpelier, VT 0

Trustee at:

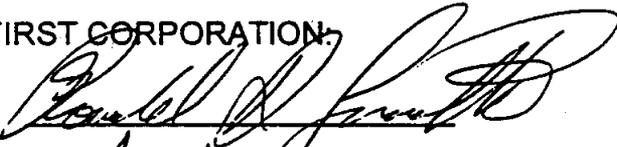
John Geise
Vice President and Trust Officer
Vermont National Bank
P.O. Box 1308
150 Bank Street
Burlington, VT 05402

or to such other address as shall be designated by like notice.

This Agreement may be executed in several counterparts, each one of which shall be deemed to be an original but together constituting one and the same instrument.

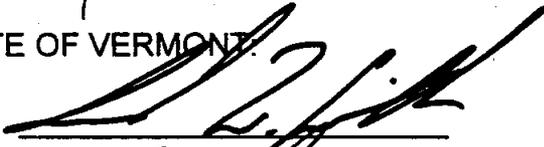
IN WITNESS WHEREOF, UniFirst, the State, and the Trustee have caused this Trust to be signed under seal as of the date first set forth above.

UNIFIRST CORPORATION:

By: 

Date: March 20, 1997

STATE OF VERMONT:

By: 

Date: March 21, 1997

TRUSTEE:

By:  for Vermont National Bank

Date: 21 march 1997