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AUG 23 2002

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

CLEAN THE UNIFORM COMPANY -)
HIGHLAND, an Illinois Corporation,)
)
Complainant,)
)
)
v.)
)
ARAMARK UNIFORM & CAREER)
APPAREL, INC., a Delaware Corporation.)
)
Respondent.)

STATE OF ILLINOIS
Pollution Control Board

IPCB Case No.: 03-21
Citizen Civil Enforcement Action
Water - Land

COMPLAINT FOR CIVIL ENFORCEMENT

Now comes Clean The Uniform Company - Highland ("Clean"), by and through its attorneys, The Stolar Partnership, pursuant to the Environmental Protection Act, 415 ILCS 5/1 et seq., and for its Complaint for Civil Enforcement against Aramark Uniform & Career Apparel, Inc. ("Aramark") states as follows:

SUMMARY OF THE COMPLAINT

Clean seeks both injunctive relief and cost recovery from Aramark for the direct acts and omissions of Aramark's predecessor entity, Todd Uniform, Inc. From the 1950's to 1980, Todd Uniform Inc. was the sole owner and operator of eight underground storage tanks on property now owned and occupied by Clean. When Todd Uniform, Inc. abandoned the property at the end of a lease term, Todd left the underground storage tanks in place still filled with product, including petroleum fuel, and virgin and spent Stoddard Solvent. In 1988, Clean discovered a significant release of petroleum product on its property and conducted tank removal and abatement to prevent any potential threat to human health and the environment. In doing so, Clean incurred over \$160,000

in tank removal and corrective action costs. Clean was neither the statutory owner nor operator of these underground storage tanks; therefore, Clean had no obligation to perform tank removal or abatement. As such, Clean is bringing this civil enforcement action to require Aramark to complete corrective action pursuant to the Illinois Leaking Storage Tank Program and reimburse Clean for its costs. Clean is also requesting that the Illinois Pollution Control Board assess the maximum amount of statutory penalties against Aramark payable to the Illinois Environmental Protection Trust Fund.

ALLEGATIONS COMMON TO ALL COUNTS

1. Clean is an Illinois corporation and a "person" within the meaning of Section 3.26 of the Environmental Protection Act ("Act"). (415 ILCS 5/3.6). Clean is an independently owned family business which operates several industrial laundries in the St. Louis Metropolitan area.

2. Aramark is a Delaware corporation and a "person" within the meaning of Section 3.26 of the Act. (415 ILCS 5/3.6). Among other things, Aramark operates industrial laundries nationwide.

3. Upon information and belief, in August 1995, Aramark acquired the stock of Todd Uniform, Inc. ("Todd"), a Missouri corporation and industrial laundry business. Under Illinois law, Aramark is therefore the successor-in-interest to Todd and is vested with the rights and burdens of Todd.¹

¹ From the 1950's to the present, Clean, Aramark and Todd have each had multiple corporate name changes necessitated either by organizational restructuring or merger. For ease of reference, Clean has identified the most recent registered corporate name for each party. Upon information and belief, Clean believes it has properly named Aramark as the sole respondent on the basis that Todd Uniform Inc. no longer exists due to the stock purchase by Aramark. However, Clean reserves the right to seek an amendment hereto for the purpose of correcting any misnomer.

4. Upon information and belief, from the 1950's to 1980, Todd operated an industrial laundry and dry cleaning service at 601 South Fifth Street, Highland, Illinois ("Site") pursuant to a lease agreement with Klaus-Built-In-Arch Shoe Company ("Klaus"), the owner of the Site.

5. During Todd's possession, Todd installed eight underground storage tanks ("USTs") for use in Todd's industrial laundry business, including two 3,000-gallon USTs, one 8,000-gallon UST, one 2,000-gallon UST, one 1,500-gallon UST, two 1,000-gallon settling tanks and one 2,500 gallon-settling tank.

6. Todd used the USTs to store both petroleum fuel for Todd's truck fleet, and virgin and spent Stoddard Solvent for Todd's dry cleaning operations. Stoddard Solvent is a petroleum based solvent commonly used in the dry cleaning industry and is considered to be "petroleum" under Illinois law.

7. Todd was the sole owner and operator of the eight USTs during their entire operational life of over 30 years.

8. In 1980, Todd vacated the Site and improperly abandoned the USTs in place, leaving petroleum fuel, virgin and spent Stoddard Solvent in the USTs and associated piping.

9. While Klaus had sole possession of the Site, upon information and belief, Klaus neither operated the industrial laundry, the dry cleaning service, nor the eight USTs.

10. In January 1981, Klaus sold the Site to Clean.

11. From 1981 to the present, Clean has operated an industrial laundry on the Site.

12. At no time did Clean ever operate the eight USTs, perform any type of dry-cleaning, or use or store Stoddard Solvent of any kind on the Site.

13. Clean did, however, operate a ninth, 1,000-gallon UST on the Site. This UST was used to fuel Clean's truck fleet; however, this ninth UST was owned, filled, serviced and maintained by another Klaus entity, Klaus Service Company ("Klaus UST").

14. In 1988, Clean retained the services of Lafser & Shreiber, Inc. ("Lafser"), an environmental consulting and engineering firm, to evaluate the condition of the eight USTs.

15. Lafser determined that a release of petroleum had occurred and that the levels of contamination were significant.

16. Lafser identified TPH (total petroleum hydrocarbon) levels of 400 to 6,400 ppm in the soil in the vicinity of the tank farm and 3,900 to 50,000 ppm in the groundwater.

17. Lafser estimated that the amount of petroleum product released on the Site from the eight USTs to have been between 626 and 3417 gallons.

18. Clean reported the release to the Illinois Emergency Disaster Agency (now Illinois Emergency Management Agency) and the release was assigned incident No. 88-1695.

19. Concerned that the release posed an imminent threat to human health and the environment, Clean notified both Klaus Service Company and Todd of the release and requested that each company promptly address the situation, including removing their respective USTs and performing abatement and remediation.

20. Klaus Service Company immediately removed the Klaus UST and there is no evidence that this UST had experienced a release of petroleum.

21. Todd, however, denied responsibility and declined to take any action whatsoever.

22. Therefore, on January 3, 1989, just 14 days after notifying the State of Illinois of the release, Clean initiated removal of the USTs and began excavating petroleum-contaminated materials from the Site.

23. By February 16, 2002, Clean had removed all eight USTs and performed extensive abatement to reduce and control any threat to human health or the environment which may have been present.

24. In total, Clean removed and properly disposed of all eight USTs, 300 cubic yards of contaminated soil, 15,100 gallons of non-hazardous, special and hazardous waste (in both liquid and sludge form) and 49 drums (55-gallons ea.) of non-hazardous and hazardous waste.

25. Clean's cost for performing tank removal and abatement of contaminated materials at the Site exceeded \$160,000. This amount does not include administrative costs, legal fees or interest.

26. Based on the condition of the USTs during removal, Lafser determined all eight USTs had experienced a breach and that it was likely they had been leaking for over 20 years. In particular, the two settling tanks had collapsed completely.

27. Although Clean abated any initial threat from the release, residual petroleum contamination remained on the Site. Further sampling identified a contamination plume beyond the vicinity of the tank farm.

28. Clean again contacted Todd requesting that Todd assume responsibility for the eight USTs and any corrective action.

29. Todd performed initial investigation and eventually in May 1995, Todd entered into a written agreement with Clean entitled, "Standstill Agreement," which provided that Todd would

formally assume responsibility for conducting an investigation and performing corrective action.

(Please find attached hereto, "Standstill Agreement" dated May 1, 1995 as Exhibit "A".)

30. In assuming responsibility, Todd performed the following activities:

(a) In November 1993, performed a Phase II Environmental Site Assessment;

(b) In May 1995, submitted an "Application for an Eligibility and Deductibility Determination" to the OSFM. The Application requested a determination as to whether "Todd Uniform, Inc.", as the "owner and operator" of all eight USTs would be eligible to obtain reimbursement for corrective action costs from the Illinois Leaking Underground Storage Tank Fund. (Please find attached hereto the "Application" as Exhibit "B");

(c) In March 1996, submitted a Corrective Action Plan to the Illinois Environmental Protection Agency ("IEPA") proposing to perform corrective action by installing a dual vapor extraction/air sparging system; and,

(d) In April 1996, received approval from the IEPA to implement the Corrective Action Plan.

31. However, after receipt of IEPA approval, neither Todd nor its successor Aramark, have performed any other investigation or corrective action.

32. Therefore, on April 23, 2002, Clean notified Aramark, as the successor entity to Todd, of Clean's intent to pursue this instant action.

33. On May 31, 2002, Clean received a written response from the "former shareholders of Todd Uniform, Inc." stating that pursuant to a Stock Purchase Agreement between Todd and Aramark, the former shareholders of Todd "would be handling future communications with you (i.e.,

Clean) regarding this matter and taking the appropriate responsive action at the 601 Fifth Street, Highland, Illinois property.”

34. Despite repeated attempts to contact the former shareholders of Todd, Clean has received no further indication from either Aramark or the former shareholders of Todd of any intent to take action; therefore, Clean has no other alternative than to pursue civil enforcement before the Illinois Pollution Control Board (“Board”).

35. Pursuant to Section 31 of the Act, the Board has jurisdiction of this matter. Section 31 authorizes the filing of a formal complaint by any person before the Board for violations of the Act or regulations promulgated thereunder. (415 ILCS 5/31.)

COUNT I

(Violation of Section 12(a) and (d) of the Act)

36. Clean realleges and incorporates by reference as if set forth fully herein, Paragraphs 1 through 35 of the Complaint.

37. Section 12(a) prohibits any person from causing, threatening or allowing the discharge of any contaminants into the environment in any State so as to cause or tend to cause water pollution in Illinois. (415 ILCS 5/12(a).)

38. Section 12(d) prohibits any person from causing, threatening or allowing the discharge of any contaminants into the waters of the State of Illinois. (415 ILCS 5/12(d).)

39. Petroleum products, whether petroleum fuel or virgin or spent Stoddard Solvent, were present in the USTs at the Site during Todd’s ownership and due to Todd’s failure to properly close the USTs, were released into the groundwater on the Site. Such release constitutes a discharge of “contaminants” as that term is defined under the Act. (415 ILCS 5/3.63 (“Contaminate”, when used

in connection with groundwater, means water pollution of such groundwater." "Water pollution" is such alteration of the physical, thermal, chemical, biological or radioactive property of any waters of the State, or such discharge of any contaminant into any waters of the State, as will or is likely to create a nuisance or render such waters harmful or detrimental or injurious to public health, safety or welfare, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate uses, or to livestock, wild animals, birds, fish, or other aquatic life.")

40. Groundwater located under the Site constitutes "waters" of the State as defined under the Act. (415 ILCS 3.56 ("Waters" means all accumulation of water, surface and underground, natural and artificial, public and private, or parts thereof, which are wholly or partially within, flow through or border upon this State."))

41. Therefore, by failing to properly close, abandon-in-place, or otherwise secure the USTs, Aramark caused, threatened and allowed petroleum constituents to be released from the USTs and into the groundwater at the Site in violation of Sections 12(a) and (d) of the Act. (415 ILCS 5/12(a) and (d).)

42. Moreover, Aramark's failure to act since discovery of the release, constitutes continuing violations of Sections 12 (a) and (d) of the Act.

43. By virtue of the 1995 Standstill Agreement and Todd's 1996 submittal of an "Application for an Eligibility and Deductibility Determination" to the OSFM identifying Todd as the owner and operator of the eight USTs, Todd has admitted responsibility for the USTs.

COUNT II
(Violation of Section 21(a) of the Act)

44. Clean realleges and incorporates by reference as if set forth fully herein, Paragraphs 1 through 35 of the Complaint.

45. Section 21(a) of the Act prohibits any person from causing or allowing open dumping of any waste. (415 ILCS 5/21(a)).

46. Petroleum products, whether petroleum fuel or virgin or spent Stoddard Solvent, were present in the USTs at the Site during Todd's ownership and due to Todd's failure to properly close the USTs, were released into the soil. Such release constitutes open dumping of "waste" as that term is defined under the Act (415 ILCS 5/3.53 ("Waste" means any garbage...or other discarded material, including solid, liquid, semi solid, or contained gaseous material resulting from industrial, commercial, mining and agricultural operations, and from community activities..."))

47. Therefore, by failing to properly close, abandon-in-place, or otherwise secure the USTs, Aramark caused or allowed petroleum constituents to be released from the USTs at the Site in violation of Section 21(a) of the Act.

48. Moreover, Aramark's failure to act since discovery of the release, constitutes a continuing violation of Section 21(a) of the Act.

49. By virtue of the 1995 Standstill Agreement and Todd's 1996 submittal of an "Application for an Eligibility and Deductibility Determination" to the OSFM identifying Todd as the owner and operator of the eight USTs, Todd has admitted responsibility for the USTs.

COUNT III
(Violation of Section 21(d)(2) of the Act)

50. Clean realleges and incorporates by reference as if set forth fully herein, Paragraphs 1 through 35 of the Complaint.

51. Section 21(d)(2) prohibits any person from conducting a waste-storage operation or waste-disposal operation without a permit issued by the IEPA and in violation of any regulations or standards adopted by the Board. (415 ILCS 5/21(d)(1).)

52. Petroleum products, whether petroleum fuel or virgin or spent Stoddard Solvent, were present in the USTs at the Site during Todd's ownership and due to Todd's failure to properly close the USTs, were released into the soil. Such release constitute the commission of "waste" as that term is defined under the Act. (415 ILCS 5/3.53.)

53. The presence of petroleum products in the USTs, particularly the spent Stoddard Solvent, at the Site constitutes "storage" under the Act. (415 ILCS 5/3.46 ("Storage" means the containment of waste, either on a temporary basis or for a period of years, in such a manner as not to constitute disposal."))

54. Petroleum leaking from the eight USTs into the soil at the Site constitutes "disposal" as that term is defined under the Act. (415 ILCS 5/3.08 ("Disposal" means the discharge of, deposit, injection, dumping, spilling, leaking or placing of any waste or hazardous waste into or on any land or water or into any well so that such waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters."))

55. Therefore, Aramark conducted a waste-storage operation and a waste-disposal operation without a permit in violation of Section 21(d)(1) of the Act. (415 ILCS 5/21(d)(1).)

56. Moreover, Aramark's failure to act since discovery of the release constitutes a continuing violation of Section 21(d)(2).

57. By virtue of the 1995 Standstill Agreement and Todd's 1996 submittal of an "Application for an Eligibility and Deductibility Determination" to the OSFM identifying Todd as the owner and operator of the eight USTs, Todd has admitted responsibility for the USTs.

COUNT IV
(Violation of Section 21(e) of the Act)

58. Clean realleges and incorporates by reference as if set forth fully herein, Paragraphs 1 through 35 of the Complaint.

59. Section 21(e) of the Act prohibits disposal, storage, or abandonment of any waste, "except at a site or facility which meets the requirements of the Act and of regulations and standards thereunder." (415 ILCS 5/21(e).)

60. Petroleum products, whether petroleum fuel or virgin or spent Stoddard Solvent, were present in the USTs at the Site during Todd's ownership and due to Todd's failure to properly close the USTs, were released into the soil on the Site. Such release constitutes the commission of "waste" as that term is defined under the Act. (415 ILCS 5/3.53.)

61. The presence of petroleum products in the USTs at the Site constitutes "storage" under the Act. (415 ILCS 5/3.46.)

62. Petroleum leaking from the eight USTs into the soil at the Site constitutes "disposal" as that term is defined under the Act. (415 ILCS 5/3.08.)

63. Leaving petroleum products in USTs when Todd vacated the Site and discontinued use of the USTs constitutes "abandonment" under Section 21(e) of the Act. (415 ILCS 5/21(e).)

64. The Site is neither a permitted waste-storage nor waste-disposal facility and therefore, the Site neither meets the requirements of the Act, nor the regulations and standards promulgated by the Board for a waste-storage or disposal facility, in violation of Section 21 (e) of the Act. (415 ILCS 5/21(e).)

65. Therefore, Aramark disposed, stored and abandoned waste at a facility that neither meets the requirements of the Act nor the regulations and standards promulgated thereunder, in violation of Section 21 (e) of the Act.

66. Moreover, Aramark's failure to act since discovery of the release constitutes a continuing violation of Section 21(e) of the Act.

67. By virtue of the 1995 Standstill Agreement and Todd's 1996 submittal of an "Application for an Eligibility and Deductibility Determination" to the OSFM identifying Todd as the owner and operator of the eight USTs, Todd has admitted responsibility for the USTs.

COUNT V
(Violation of Section 57 of the Act)

68. Clean realleges and incorporates by reference as if set forth fully herein, Paragraphs 1 through 35 of the Complaint.

69. Section 57.1 of the Act provides that the "owner" or "operator" of a UST is obligated to "conduct tank removal, abandonment and repair," and in the case of release of petroleum, "physical soil classification, groundwater investigation, site classification or corrective action in accordance with the requirements of the Illinois Leaking Underground Storage Tank Program." (415 ILCS 5/57.)

70. Section 57.2 specifically incorporates the definitions of "owner" and "operator" found under federal law as the Illinois definitions. (415 ILCS 5/57.2 ("When used in connection with, or when otherwise relating to underground storage tanks, the terms 'facility,' 'owner,' 'operator,' 'underground storage tank' and 'petroleum' shall have the meanings ascribed to them in Subtitle I of the Hazardous and Solid Waste Amendments of 1984 of the Resource Conservation and Recovery Act of 1976."))

71. Under the Hazardous and Solid Waste Amendments of 1984, "Owner" means "in the case of any underground storage tank in use before the date of enactment of the Hazardous and Solid Waste Amendments of 1984, but no longer in use on the date of the enactment of such Amendments, any person who owned such tank immediately before the discontinuation of its use." (42 U.S.C. 6991~~4~~3)(B) (Emphasis added)).

72. Under the Hazardous and Solid Waste Amendments of 1984, "Operator" means "any person in control of, or having responsibility for, the daily operation of the underground storage tank." (42 U.S.C. 6991(4).)

73. Aramark is the "owner" of the USTs; Todd was the last person to own all eight USTs before their use was discontinued in 1980 - four years prior to date of enactment of the Hazardous and Solid Waste Amendments of 1984.

74. Aramark is the "operator" of the USTs; Todd was the only person to have control of, or responsibility for, the daily operation of all eight USTs before their use was discontinued in 1980 - four years prior to the date of enactment of the Hazardous and Solid Waste Amendments of 1984.

75. Therefore, despite notice and ample opportunity, Aramark has altogether failed to conduct tank removal, proper closure and/or abandonment of the USTs and, as there has been a confirmed petroleum release at the Site, altogether failed to conduct proper physical soil classification, groundwater investigation, site classification or corrective action in accordance with the requirements of the Illinois Leaking Underground Storage Tank Program in violation of Section 57 of the Act. (415 ILCS 5/57.)

76. Moreover, Aramark has yet to satisfy the requirements of the Illinois Leaking Underground Storage Tank Program; therefore, Aramark's omissions constitute continuing violations of Section 57 of the Act.

77. By virtue of Todd's 1996 submittal of an "Application for an Eligibility and Deductibility Determination" to the OSFM certifying Todd as the owner and operator of the eight USTs, Todd has admitted responsibility for the USTs.

PRAYER FOR RELIEF

WHEREFORE, Regarding Counts I through V, Clean requests that this Board enter an order :

- (a) Finding Aramark in violation of Sections 12(a) and (d), 21(a), (d)(2) and (e) and 57 of the Act;
- (b) Requiring Aramark to cease and desist from further violations of the Act;

- (c) Requiring Aramark to investigate and perform corrective action pursuant to the requirements of the Illinois Leaking Underground Storage Tank Program and secure a "No Further Remediation Letter" from the IEPA;
- (d) Requiring Aramark to reimburse Clean for the costs Clean incurred removing the USTs and performing abatement;
- (e) Assessing statutory penalties as provided by Illinois law against Aramark payable to the Illinois Environmental Protection Trust Fund in an amount not to exceed the statutory penalty of \$50,000 for each violation and \$10,000 for each day during which the violations continue; and,
- (f) Any other such relief that this Board deems fair and equitable.

THE STOLAR PARTNERSHIP

By: _____

MUSETTE H. VOGEL

911 Washington Avenue
St. Louis, Missouri 63101
Telephone: (314) 231-2800
Facsimile: (314) 436-8400

Attorneys for Clean The Uniform
Company - Highland

STANDSTILL AGREEMENT

THIS STANDSTILL AGREEMENT ("Agreement") is entered into this 1st day of May, 1995 by and between Clean Uniform Service, Inc. ("Clean") and Todd Uniform, Inc. ("Todd").

WHEREAS, Todd is the former lessee of a certain tract of land commonly known and numbered as 601 Fifth Street, Highland, Illinois (hereafter, the "Premises");

WHEREAS, during its leasehold, Todd operated an industrial laundry and dry cleaning plant at the Premises and owned various underground storage tanks located at the Premises (hereinafter, the "Tanks") for the storage of dry cleaning solvents and heating oil;

WHEREAS, following the termination of Todd's leasehold, Clean purchased the Premises;

WHEREAS, Clean subsequently discovered that one or more Tanks had leaked, causing a release of dry cleaning solvents and oil from the Tanks (hereinafter the "Release");

WHEREAS, after discovering the Release, Clean notified the Illinois Environmental Protection Agency ("IEPA") and other appropriate governmental bodies;

WHEREAS, Clean also notified Todd of the Release, requested Todd to assume responsibility for responding to the Release, but Todd and Clean have disagreed and do now disagree concerning their respective responsibilities for past, present, and future remediation of the Premises;

WHEREAS, Clean then undertook, under the supervision of IEPA, to dispose of the remaining contents of the Tanks, remove and dispose of the Tanks, and remediate the soil in the immediate vicinity of the Tanks ("Clean Remedial Work"), and in performing the Clean Remedial Work, Clean incurred substantial costs;

WHEREAS, following the Clean Remedial Work, Todd conditionally agreed to undertake the remaining remediation of the Premises and property adjacent to the Premises that has been contaminated as a result of the Release ("Adjacent Properties");

WHEREAS, both Clean and Todd reserve their rights to contest responsibility for the remediation of the Premises;

WHEREAS, Todd is continuing to pursue remedial activities, however, due to delays in obtaining approval for, and implementing a Corrective Action Plan, Todd and Clean have agreed to enter into this Agreement relating to potential claims and liabilities for response costs.

NOW, THEREFORE, in consideration of the material covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Recitals. The recitals to this Agreement are hereby incorporated herein.

2. Standstill Period. No party shall commence any action or proceeding against the other party or against one or more of their respective corporate affiliates, to seek contribution for, or to apportion or allocate any damages, costs or expenses related to the investigation, monitoring, clean-up, removal, disposal and remediation of the Tanks and any previous or existing contamination at the Premises or Adjacent Properties ("Response Costs") until the expiration of no fewer than 60 days following notice to the other party of its intention to terminate this Agreement. The period of time from the date of execution of this Agreement to the expiration of such 60 day period referred to hereinafter as the Standstill Period.

3. Accrual of Cause of Action. The parties acknowledge that any cause of action for contribution, allocation, apportionment or recovery of Response Costs or any other damages, costs or expenses incurred or reasonably anticipated to be incurred with respect to the Premises shall not accrue until the termination of the Standstill Period, and therefore any applicable statutes of limitation shall not commence to run until such termination.

4. Attempt to Resolve. The parties acknowledge their intention during the Standstill Period, to attempt to resolve amicably any dispute between the parties related to the allocation or apportionment of Response Costs.

5. Termination of Restriction on Litigation. Following expiration of the Standstill Period, unless otherwise agreed to by the parties, each party shall have the right to institute any action or proceeding it deems appropriate seeking to allocate, apportion or recover any Response Costs or any other costs or expenses incurred or reasonably anticipated to be incurred with respect to the Premises.

6. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to its subject matter.

7. Binding Effect. The terms and provisions of this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties.

8. Applicable Law. This Agreement shall be interpreted under the laws of the State of Missouri.

9. Notices. All notices and other communications required or desired hereunder shall be in writing and shall either (a) be given personally against a signed receipt, (b) sent via facsimile transmission or electronic transfer with the original of the notice being mailed by U.S. mail, postage fully prepaid, return receipt requested, or (c) mailed by U.S. mail, postage fully prepaid, return receipt requested, in each instance addressed and sent to a party at the address (and, if applicable, the facsimile transmission number)set forth below. Any notice or other communication which is personally given or sent via facsimile transmission or electronic transfer (in each instance with mailed original) in accordance herewith shall be deemed given on the date it is, as applicable, personally delivered, or sent via facsimile transmission or electronic transfer and also mailed. Any notice which is mailed in accordance herewith shall be deemed to have been given on the earlier of the date it is actually received or three days following the date on which the notice or other communication is deposited in the U.S. mail. Each party hereto may change such party's designee for notice, address, facsimile transmission number and/or electronic transfer instructions for notices or other communications hereunder by notice given to the other party in the manner provided above. The original addresses and facsimile transmission numbers are as follows:

If to Clean: Mr. John Taylor
Clean, The Uniform Company
601 5th Street
Highland, Illinois 62249

With a copy to: Jay L. Levitch
The Stolar Partnership
311 Washington Avenue
7th floor
St. Louis, Missouri 63101.

If to Todd: Barbara Shepard
Todd Uniform
3668 S. Geyer Road
St. Louis, Missouri 63127

With a copy to: Jeffrey L. Cramer
Brown & James, P.C.
705 Olive
St. Louis, Missouri 62101.

10. Headings. Section headings contained in this Agreement are for reference purposes only, and shall not in any way effect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CLEAN UNIFORM SERVICES, INC.

By: *Gary Lazaroff*
Name: GARY LAZAROFF
Title: V. PRES

TODD UNIFORM, INC.

By: *Bruce W. Main*
Name: Bruce W. Main
Title: President



Office of the Illinois
State Fire Marshal

Underground Storage Tank Fund
Eligibility and Deductibility Application

General Office
217-785-6969

- Divisions
- AREON INVESTIGATION
217-782-6855
- BOILER AND PRESSURE
VESSEL SAFETY
217-782-2696
- FIRE PREVENTION
217-785-4714
- MANAGEMENT SERVICES
217-782-9883
- INFIRS
217-785-1016
- PERSONNEL
217-785-1002
- PERSONNEL STANDARDS
AND EDUCATION
217-782-4542
- PETROLEUM AND
CHEMICAL SAFETY
217-785-5878
- PUBLIC INFORMATION
217-785-1021

This application must be submitted by all underground storage tank owners or operators planning to seek reimbursement of corrective action costs from the Underground Storage Tank (UST) Fund. Instructions and definitions to aid in completing the application are attached.

The application must be completed in its entirety. All signatures and seals must be originals signed in ink. Incomplete applications will be returned to the applicant. Any revisions to the original application must be dated and initialed by the person entering the new information. This must be the same person who signs the application. If a facility is not in compliance with registration requirements your application will be returned. Do not submit bills with the application.

To ensure proper routing, DO NOT submit the application with reports, with copies of reports or inside reports. A duplicate copy of the application is not required.

Following the review of your application, you will receive a letter stating whether you are eligible and the applicable deductible amount.

OSFM Facility ID #: 6023326

MAY 08 1995

1. Name of Applicant: Todd Uniform, Inc.

Tank Owner: Tank Operator: (Check those that currently apply)

Mailing Address of Applicant: 3668 South Geyer Road

City: St. Louis State: MO Zip: 63127

Contact Person: Ms. Barbara Shepard, House Counsel

2. Current Owner: Clean Uniform Services, Inc.

a) Tank: Property: Lessee: (Check those that currently apply)

Mailing Address: 601 5th Street

City: Highland State: IL Zip: 62249

Phone: (618) 654-4531

b) Date Facility Property Purchased: January 28, 1981

c) Were tanks in the ground on date of purchase? Yes No

d) If no, were they installed after your purchase? _____

e) Have you ever operated these tanks; pumped product in or out during the ordinary course of operation? Yes No

EXHIBIT B

12. Is the UST located at an airport with over 500,000 operations per year and in a city of more than 1,000,000 inhabitants? Yes X No

13. Has corrective action work begun? X Yes No Date
Was corrective action work completed? Yes X No Date

The following certification must be completed by the UST owner/operator:

I T. Michael Ward the Owner, Operator or designated agent, thereof, of Todd Uniform, Inc. Leaking Underground Storage Tank site, do hereby certify under penalty of law, that this application and the supporting documentation attached hereto were prepared under my direction or supervision in accordance with a system designed to assure that quality personnel properly gathered and evaluated the information submitted therein. I affirm that the information is, to the best of my knowledge and belief, true, accurate and complete. Such affirmation is made under penalty of perjury as defined in Section 32-2 of the Criminal Code, 720 ILCS 5/32-2. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly committing violations. The "Eligibility and Deductibility Determination" decided pursuant to this document is subject to the costs being associated with "Corrective Action" of Title XVI, Petroleum USTs.

Signature (Owner, Operator or designated agent): T. Michael Ward

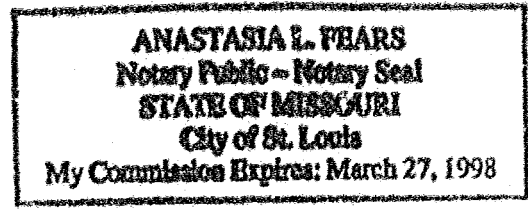
Title: Designated Agent of Todd Uniform, Inc.

Date: May 3, 19 95

MAY 08 1995

Subscribed and sworn to before me this 3rd day of May, 19 95.
(Application must be notarized when the certificate is signed.)

Anastasia L. Pears
Notary Public



Note: Original signatures in ink and seals are required for the certification and notarization. Attach the UST information sheet behind this page. This form may be reproduced on a copier but cannot be altered in any way. DO NOT reproduce on a computer; this will be grounds for rejection.

The information below must be provided for each UST at the site (USTs presently at the site and USTs that have been removed).

Please photocopy this page if more space is needed.

All spaces must be completed for each tank. If you have any questions, please refer to the instructions.

UST Facility ID # 6023326

MAY 08 1995

Tank ID	Product Code	Size (Gallons)	Date Installed	Date Out of Service	Date Removed	Date Registered	IEMA NUMBER	Date IEMA Notified	Registration Fees Paid		Has UST Had a Release		Is UST Legally Abandoned In-Place (Filled)	
									Y	N	Y ²	N	Y	N
1	G ¹				1988	5/29/86			Y	N	Y ²	N	Y	N
2	HAZ	1000	1/70 ³	10/80 ⁴	1/4/89	5/29/86	881695	12/20/88	(Y)	N	(Y) ⁵	N	Y	N
3	HAZ	1000	1/70	10/80	1/4/89	5/29/86	881695	12/20/88	(Y)	N	(Y) ⁵	N	Y	N
4	HAZ	8000	1/70	10/80	1/24/89	5/29/86	881695	12/20/88	(Y)	N	(Y) ⁵	N	Y	N
5	H	300	1/70	10/80	1/89	2/4/93	881695	12/20/88	(Y)	N	(Y) ⁶	N	Y	N
6	HAZ	1500	1/70	10/80	1/19/89	2/4/93	881695	12/20/88	(Y)	N	(Y) ⁵	N	Y	N
7	HAZ	2500	1/70	10/80	1/4/89	2/4/93	881695	12/20/88	(Y)	N	(Y) ⁵	N	Y	N
8	HAZ	3000	1/70	10/80	2/14/89	2/4/93	881695	12/20/88	(Y)	N	(Y) ⁵	N	Y	N
9	HAZ	3000	1/70	10/80	2/14/89	2/4/93	881695	12/20/88	(Y)	N	(Y) ⁵	N	Y	N
10									Y	N	Y	N	Y	N

Product Codes - (Refer to instructions for definitions): G - Gas, D - Diesel, A - Aviation fuels, K - Kerosene or U - Used oil; H - Heating oil; HAZ - Hazardous Substance; N - Any product not included under another code.

Comments See Attachment

Attachment to UST Fund
Eligibility and Deductibility Application

8. Since contamination was discovered when all of the tanks were removed, it is impossible to determine with certainty which tank or tanks and/or associated piping were the cause of the release.

MAY 08 1985

Attachment to Underground Storage Tank Fund Eligibility
and Deductibility Application

1. Tank #1 was owned by Klaus Service Co. Klaus removed the tank sometime in 1988.
2. Tank #1 was removed by Klaus and thus, Todd cannot determine with certainty whether or not a release has occurred with respect to Tank #1.
3. Todd installed Tanks 2-9 between 1970 and 1975. Previous UST registration indicates that Tanks 2-4 were installed in January 1970. For purposes of this application, we are assuming Todd installed all of the tanks at the same time and that the tanks were installed in January 1970.
4. Todd does not know the exact date when Tanks 2-9 were taken out of service. However, Todd ceased operations at the site in October 1980 and Clean Uniform never used the tanks. Thus, for purposes of this application, we are assuming Tanks 2-9 were each taken out of service when Todd ceased operations.
5. Tanks 2, 3, 4, 6, 7, 8 and 9 were each used to contain Stoddard solvent and other types of dry cleaning waste. Since Stoddard solvent contamination was discovered when all of the tanks were removed, we are assuming that each of these tanks and associated piping was a possible source of the release. However, it is impossible to determine with certainty which tanks were the source of the release.
6. Tank #5 was used to store fuel oil. During excavation of the tank, it appeared a release from the piping associated with Tank #5 had occurred.

MAY 08 1995

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

CLEAN THE UNIFORM COMPANY -)
HIGHLAND, an Illinois Corporation,)

Complainant,)

vs.)

ARAMARK UNIFORM & CAREER)
APPAREL, INC., a Delaware Corporation,)

Respondent.)

IPCB Case No. _____
Citizen Civil Enforcement Action
Land - Water

PROOF OF SERVICE

I, the undersigned, on oath state that on August 21, 2002, I served Clean The Uniform Company-Highland's Complaint for Civil Enforcement and Appearance of Counsel, by Certified Mail-Return Receipt Requested, all proper postage paid, by depositing the same in the U. S. Mail, upon the following persons: See Attached Service List.

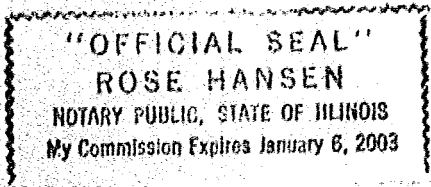
THE STOLAR PARTNERSHIP

By: Musette H. Vogel
Musette H. Vogel

Subscribed and Sworn to Before Me this 21st day of August, 2002.

My Commission Expires:

Rose Hansen
Notary Public



SERVICE LIST

Mr. Steve Donnelly
President
Aramark Uniform Services, Inc.
115 North First Street
Burbank, CA 91502

Mr. Steve Galbiati
Acting General Manager
Aramark Uniform Services, Inc.
6 Ultra Way Drive
Highland, IL 62249

Mr. Jamie Woolridge
Regional Manager for Fenton Plant
Corporate Office
Aramark Uniform Services, Inc.
2275 Cassen, Suite 118
Fenton, MO 63026

Mr. John W. Traeger, Esq.
Gallop, Johnson & Neuman L.C.
101 South Hanley, Suite 1600
Clayton, MO 63105

NOTICE TO RESPONDENT

NOTE: THIS STATEMENT MUST BE INCLUDED IN THE SERVICE OF THE FORMAL COMPLAINT ON THE RESPONDENT

INFORMATION FOR RESPONDENT RECEIVING FORMAL COMPLAINT

Please take notice that today I filed with the Clerk of the Illinois Pollution Control Board (Board) a formal complaint, a copy of which is served on you along with this notice. You may be required to attend a hearing on a date set by the Board.

Information about the formal complaint process before the Board is found in the Environmental Protection Act (Act) (415 ILCS 5/1 *et seq.*) and the Board's procedural rules (35 Ill. Adm. Code 101 and 103). These can be accessed at the Board's Web site (www.ipcb.state.il.us). The following is a summary of some of the most important points in the Act and the Board's procedural rules and does not constitute legal advice or substitute for provisions of any statute, rule, or regulation:

Board Accepting Formal Complaint for Hearing; Motions

The Board will not accept this formal complaint for hearing if the Board finds that it is either "duplicitous" or "frivolous" within the meaning of Section 31(d) of the Act (415 ILCS 5/31(d)) and Section 101.202 of the Board's procedural rules (35 Ill. Adm. Code 101.202). "Duplicitous" or "duplicative" means that an identical or substantially similar case is already pending before the Board or in court. See 35 Ill. Adm. Code 103.212(a) and item 10 of the formal complaint.

"Frivolous" means that the formal complaint seeks relief that the Board does not have the authority to grant, or fails to state a cause of action upon which the Board can grant relief. For example, the Board has the authority to order a respondent to stop polluting and pay a civil penalty, to implement pollution abatement measures, or to perform a cleanup or reimburse cleanup costs. The Board does not have the authority, however, to award attorney fees to a citizen complainant. See 35 Ill. Adm. Code 103.212(a) and items 5 and 9 of the formal complaint.

If you believe that this formal complaint is duplicitous or frivolous, you may file a motion with the Board, within 30 days after the date you were served with the complaint, requesting that the Board not accept the complaint for hearing. The motion must state the facts supporting your belief that the complaint is duplicitous or frivolous. Memoranda, affidavits, and any other relevant documents may accompany the motion. If you need more time than 30 days to file a motion alleging that the complaint is duplicitous or frivolous, you must file a motion for an extension of time within 30 days after service of the complaint. A motion for an extension of time must state why you need more time and the amount of additional time you need. Timely filing a motion alleging that the complaint is duplicitous or frivolous will stay the 60-day period for filing an answer to the complaint. See 35 Ill. Adm. Code 103.204, 103.212(b).

All motions filed with the Board's Clerk must include an original, nine copies, and proof of service on the other parties. Service may be made in person, by U.S. mail, or by messenger service. Mail service is presumed complete four days after mailing. See 35 Ill. Adm. Code 101.300(c), 101.302, 101.304.

If you do not respond to the Board within 30 days after the date on which the complaint was served on you, the Board may find that the complaint is not duplicitous or frivolous and accept the case for hearing. The Board will then assign a hearing officer who will contact you to schedule times for telephone status conferences and for hearing. See 35 Ill. Adm. Code 103.212(a).

Answer to Complaint

You have the right to file an answer to this formal complaint within 60 days after you receive the complaint. If you timely file a motion alleging that the complaint is duplicitous or frivolous, or a motion to strike, dismiss, or challenge the sufficiency of the complaint, then you may file an answer within 60 days after the Board rules on your motion. See 35 Ill. Adm. Code 101.506, 103.204(d), (e), 103.212(b).

The Board's procedural rules require the complainant to tell you as respondent that:

Failure to file an answer to this complaint within 60 days may have severe consequences. Failure to answer will mean that all allegations in the complaint will be taken as if admitted for purposes of this proceeding. If you have any questions about this procedure, you should contact the hearing officer assigned to this proceeding, the Clerk's Office or an attorney. 35 Ill. Adm. Code 103.204(f).

Necessity of an Attorney

Under Illinois law, an association, citizens group, unit of local government, or corporation must be represented before the Board by an attorney. In addition, an individual who is not an attorney cannot represent another individual or other individuals before the Board. However, even if an individual is not an attorney, he or she is allowed to represent (1) himself or herself as an individual or (2) his or her unincorporated sole proprietorship. See 35 Ill. Adm. Code 101.400(a). Such an individual may nevertheless wish to have an attorney prepare an answer and any motions or briefs, and present a defense at hearing.

The Clerk's Office will provide you, upon request, with a list of *pro bono* attorneys. These individuals or organizations may, in certain circumstances, represent citizens before the Board without charge. The Board does not review the qualifications of these attorneys and makes no representations about their credentials, abilities, or willingness to act as your attorney. No attorney on the list is required to accept any

particular case. If you wish to contact any of these attorneys, you must do so on your own.

Costs

In defending against this formal complaint, you are responsible for your attorney fees, duplicating charges, travel expenses, witness fees, and any other costs that you or your attorney may incur. The Board requires no filing fee to file your answer or any other document with the Board. The Board will pay any hearing costs (e.g., hearing room rental, court reporting fees, hearing officer expenses).

If you have any questions, please contact the Clerk's Office at (312) 814-3629.

