

ENVIRONMENTAL AGREEMENT
Between
KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
And
GENERAL FINANCE INCORPORATED

**SUBJECT: Environmental Contamination at the Kansas Brick & Tile Site,
767 North US Highway 281, Hoisington, Kansas.**

This Agreement, made between the Kansas Department of Health and Environment (“KDHE”) and General Finance Incorporated (“GFI”) d/b/a Kansas Brick & Tile Company (“KB&T”), is effective the day and year it is executed by the Secretary of KDHE. KDHE and GFI are sometimes referred to herein collectively as the “Parties”.

WHEREAS, the Kansas Brick & Tile Site (“Site”) in Hoisington, Kansas, located on approximately 300 acres, the general legal description for which is the East ½ of Section 20, Township 18 South, Range 13 West, Barton County, Kansas is environmentally contaminated and requires further investigation. For purposes of this Agreement, “Site” refers to the property at 767 North US Highway 281, in Hoisington, Kansas and all areas and media where contamination or pollution from said property have been released, are migrating from and/or have come to be located. An accurate depiction of the general Site location is attached hereto and made a part hereof by reference as Attachment “1”; and,

WHEREAS, for good and valuable consideration, the receipt of which is hereby acknowledged, GFI agrees to investigate the Site following a KDHE-approved plan and KDHE agrees to administer and oversee said investigation;

NOW, THEREFORE, on the day and year first executed by the Secretary of KDHE (“Secretary”) and in consideration of the mutual promises contained herein, the Parties agree as follows:

THE PARTIES MUTUALLY AGREE:

1. This Agreement and its attachments contain the entire agreement between the Parties and may only be modified, extended and/or amended if such modification, extension and/or amendment is in writing and executed with the same formality as this Agreement.
2. GFI shall be responsible, without qualification, for meeting all terms, conditions and requirements assigned to it pursuant to this Agreement. GFI shall be entirely responsible for all actions and work performed by its subcontractor(s). All terms, conditions, and requirements of this Agreement shall apply without qualification to each subcontractor of GFI. As used herein, the term "GFI" shall include all subcontractors hired by GFI.
3. All work performed pursuant to this Agreement shall be under the direction and supervision of a professional engineer or geologist licensed in the State of Kansas with expertise in environmental site investigations and remediation. Within thirty (30) days of the effective date of this Agreement, GFI shall notify KDHE of the name, title, license number and qualification of the engineer or geologist, and of any contractors or subcontractors and their personnel to be used in carrying out the terms of this Agreement. GFI shall notify KDHE of any changes of name, title, license number and qualifications of the engineer, geologist, contractors, subcontractors and their personnel within thirty (30) days of the occurrence of such change.
4. GFI shall indemnify and hold harmless KDHE for any injury or damage to persons or property caused by the negligent or willful acts or omissions of GFI, its officers, employees, agents, successors, assigns, contractors or any other person acting on GFI's behalf in carrying out any activities pursuant to the terms of this Agreement.

5. This Agreement shall terminate upon GFI's receipt of written notice from KDHE that GFI has satisfactorily completed the terms hereof.
6. No change in the ownership or corporate status of GFI shall alter GFI's responsibilities pursuant to this Agreement.
7. All activity contemplated or performed pursuant to this Agreement shall be conducted subject to the approval of KDHE in accordance with the terms of this Agreement and consistent with standards, specifications and schedules approved by KDHE. Said standards, specifications and schedules shall include, but not be limited to the Required Task Summary attached hereto and made a part hereof by reference as Attachment "2". All work plans required pursuant to this Agreement, as approved by KDHE, shall establish task specific dates and timeframes for related implementation, construction and reporting activities.
 - a. Failure to comply with any of the terms and conditions of this Agreement or incorporated attachments shall be considered a violation of this Agreement and may subject GFI to such administrative actions as are authorized by law.
 - b. All communications, notifications and requests required under this Agreement shall be made in writing. For the purposes of this Agreement, fax transmissions will be considered as being in writing; e-mail transmissions shall not be considered in writing.
 - c. Unless otherwise directed by KDHE, GFI shall provide to KDHE one hard copy plus one electronic copy of each deliverable required pursuant to this Agreement and/or its attachments.
 - d. All documents submitted to KDHE pursuant to this Agreement are subject to KDHE approval and shall be considered draft documents until accepted as final by KDHE.
 - e. Any documents, reports, plans, specifications, schedules and/or attachments required by this Agreement, upon acceptance by KDHE, shall be deemed incorporated into this Agreement by reference.

8. Nothing in this Agreement shall constitute or be construed as a release for any claim, cause of action or demand in law or equity against any person, firm, partnership, or corporation not named herein for any liability arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from the facility or the Site.
9. KDHE is a duly authorized agency of the State of Kansas, created by act of the legislature, pursuant to K.S.A. 75-5601, *et seq.*
10. The Secretary has authority and responsibility to protect the public health and the environment; specifically, as it pertains to contamination and remediation of contamination of the waters and soils of the state, under the authority of K.S.A. 65-161 through K.S.A. 65-171z; relative to the safe and sanitary disposal of hazardous wastes, under the authority of K.S.A. 65-3430, *et seq.*; in matters involving hazardous substances and the hazardous substance cleanups, under the authority of the Kansas Environmental Response Act (K.S.A. 65-3452a, *et seq.*).
11. The presence of the contaminants identified in the soil and waste at and surrounding the Site constitutes "pollution" as defined by K.S.A. 65-171d, are causing or threatening to cause pollution of the soil and/or waters of the state, or are, or threaten to become, a hazard to persons, public health or safety.
12. The Secretary has the authority pursuant to K.S.A. 65-3453(a)(6) to enter into contracts or agreements with any person or company to conduct necessary remediation of pollution and contamination.

13. GFI is a “person”, “company”, “corporation”, “institution” or “municipality” within the meaning of K.S.A. 65-164 through K.S.A 65-171z and K.S.A. 65-3452a, *et seq.*
14. GFI is the property owner of the facility located on the Site as well.
15. In the July 19, 2001 report titled *Environmental Site Assessment (ESA) Phase 1, Kansas Brick & Tile* (Phase 1 Report), prepared by Milestone Environmental on behalf of Cloud Ceramics of Concordia, KS and UMB of Kansas City, several potential contamination source areas were identified during a visual survey of the site, including, but not limited to: the concrete collection pit outside the maintenance shop and the adjacent storm water ditch; several storage tanks installed without secondary containment; and oil residue on surfaces (i.e., adjacent to the north diesel tank and floor of truck shop).
16. In response to a complaint, KDHE conducted an inspection during July 2008 confirming unlawful solid waste disposal and burning at the Site. Subsequently, KDHE issued a Notice of Non-Compliance (NONC) to GFI d/b/a KB&T citing violations including failure to determine if waste streams were hazardous, unlawful dumping, unlawful burning of wastes, and providing false/misleading statements to KDHE. Violations were later corrected and a surface cleanup and removal was completed in April 2009.
17. In May 2009, Geotechnical Services Inc. (GSI) conducted a limited investigation on behalf of GFI, under KDHE-Bureau of Waste Management (BWM) oversight, to assess environmental impact associated with unauthorized waste management practices (i.e. burial of solid waste, disposal of waste materials in silt pond and open burning). Based on GSI’s report titled *Investigation Summary Report, Kansas Brick and Tile*, groundwater samples submitted for laboratory analysis from the Site detected maximum concentrations of 27.0 micrograms per liter ($\mu\text{g/L}$) arsenic, 4.9 $\mu\text{g/L}$ beryllium , 45.6

µg/L lead, and 117.0 vanadium, in exceedence of their respective KDHE Tier 2 Levels from the *October 2010 Risk-Based Standards for Kansas RSK Manual-5th Version (RSK Manual)* of 10 µg/L, 4.0 µg/L, 15 µg/L, and 110 µg/L, respectively.

18. Lead and manganese have been sporadically detected at two of the four Barton Hills Water District Public Water Supply (PWS) wells located near the Site. In 1988, lead was detected in PWS #1 at a maximum concentration of 42.0 µg/L, exceeding the U.S. Environmental Protection Agency (EPA) Maximum Contaminant Level (MCL) of 15 µg/L. In 2009, manganese was detected at maximum concentrations of 400 µg/L at PWS #1 and 240 µg/L at PWS #3, both exceeding the EPA MCL of 50 µg/L.
19. Based on review of available information concerning the Site, a former leaking underground storage tank (LUST) site was located in the diesel tank basin in the northeast corner of the property. The LUST site, managed under a separate KDHE program, was closed in January 2008.
20. In January 2010, the Site was referred to KDHE-Bureau of Environmental Remediation (BER) to assess impacts to human health and the environment.
21. Within thirty (30) days from the effective date of this agreement, GFI agrees to submit a preliminary investigation work plan (PI Work Plan) for groundwater, surface water, soil and sediment, consistent with the KDHE-BER Policy #BER-RS-017 *Scope of Work for a Preliminary Investigation*, to KDHE-BER for review and approval. The PI Work Plan shall include, at a minimum, the requirements set forth in Attachment "2".
22. Upon KDHE approval, GFI shall implement the PI Work Plan and submit a PI Report. Based on information obtained during the PI, additional work may be determined necessary by KDHE and a new/separate agreement or order shall be negotiated.

23. To the maximum extent possible, all communications between the Parties and all documents, reports, approvals, and other correspondence concerning the activities to be performed hereunder, shall be directed through the Parties' designated project coordinators. The parties agree to provide at least seven (7) days written notice prior to changing project coordinators. The absence of the KDHE project coordinator from the Site shall not be cause for the stoppage of work.

24. The Project Coordinator for KDHE is:

Corena Jaeger, Environmental Scientist
Bureau of Environmental Remediation/KDHE
Curtis State Office Building
1000 SW Jackson, Suite 410
Topeka, Kansas 66612-1367
Office: 785-296-1676

KDHE AGREES:

25. To administer and oversee the work at the Site by GFI.

26. To notify GFI of all deficiencies in documentation or work, to describe the modifications it deems necessary to address such deficiencies and to provide an expected timeframe in which GFI is expected to correct such deficiencies.

27. To submit to GFI an invoice of KDHE oversight and administration costs for the Site up to the date the Secretary executes this Agreement. Costs incurred by KDHE from the date of the Secretary's execution of this Agreement until the end of calendar quarter following the Secretary's execution of the Agreement shall be provided to GFI by KDHE within forty-five (45) days following the end of the calendar quarter. Thereafter, KDHE shall provide an invoice to GFI for all costs incurred by KDHE during each calendar quarter within forty-five (45) days following the end the calendar quarter. The form and substance of such invoices shall be substantially similar to the exemplar invoice which is

attached hereto and made a part hereof by reference as Attachment "3".

GFI AGREES:

28. To submit such work products as constitute the practice of geology, engineering, architecture, or surveying, as required by the Kansas Board of Technical Professions, in a format that is sealed, signed, and dated by a professional licensed by the Board to practice in the State of Kansas.
29. To pay the costs of KDHE oversight and administration of the Site, including payment those costs for the Site up to the date the Secretary executes this Agreement. Payment shall be due upon receipt of invoice and shall be made to the order of the Kansas Department of Health and Environment and sent to:

Kansas Department of Health and Environment
Bureau of Environmental Remediation
Attn: Administration
1000 SW Jackson Street, Suite 410
Topeka, Kansas 66612-1367

GFI shall send a copy of the check and transmittal letter to the KDHE project coordinator specified herein above.

30. Upon receipt of this Agreement, to designate a project coordinator who shall be responsible for overseeing the implementation of this Agreement and to provide said coordinator's name and contact information to KDHE's project coordinator.
31. To provide KDHE written notification no less than fifteen (15) calendar days prior to any sale, lease, conveyance or other transfer of its facility and/or any other property located at or within the Site. The notice shall include the name telephone number, business address (if applicable) and all other contact information in GFI's possession regarding the transferee as well as the expected date of transfer.

WITNESSETH THE PARTIES HANDS THE DAY AND YEAR SET FORTH BELOW:

Kansas Department of
Health and Environment

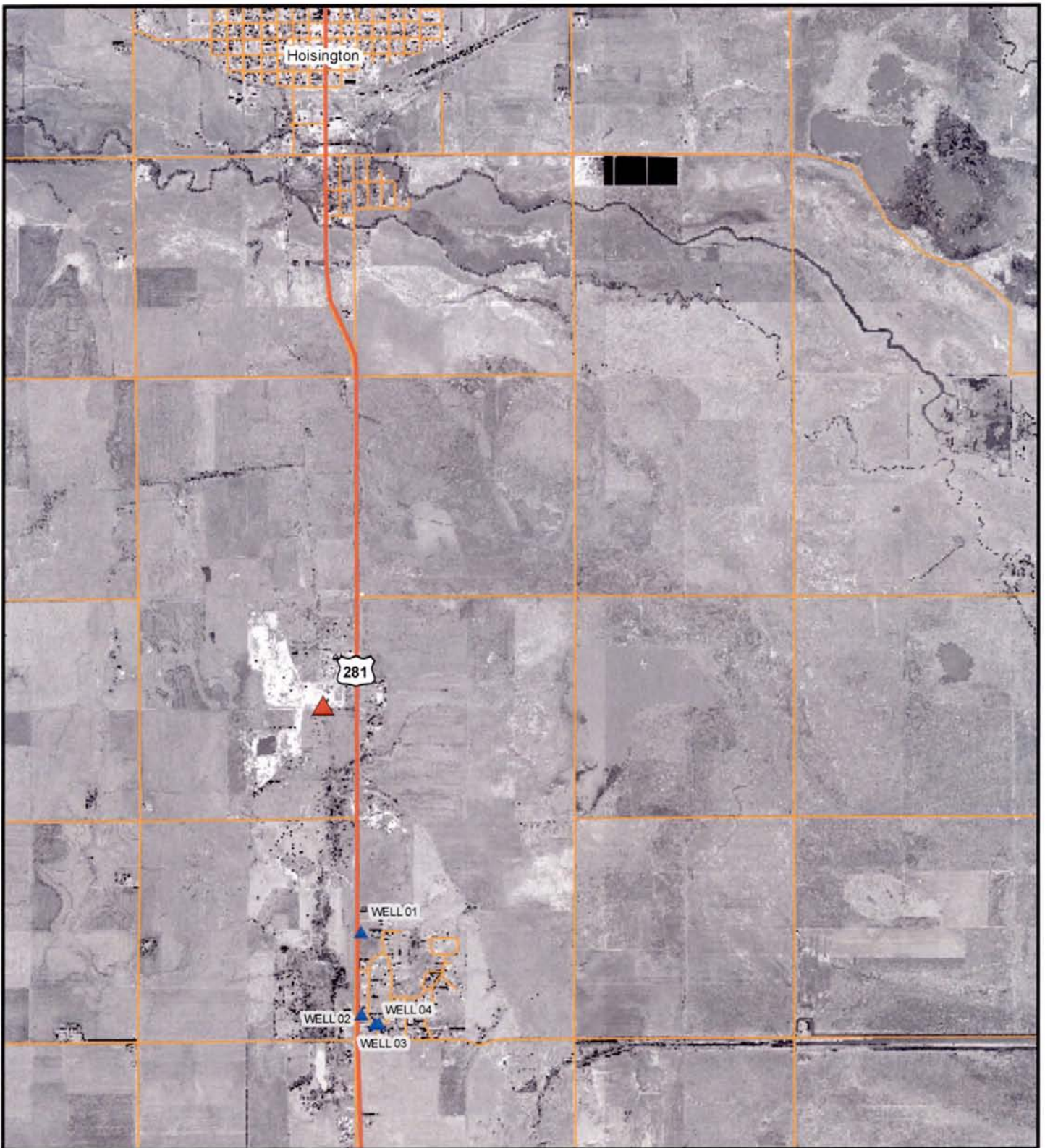
By: *Roderick L. Bremby*
Roderick L. Bremby,
Acting Secretary

11-4-2010
Date

General Finance Incorporated

By: *David E. Kling*
Signature,
David E. Kling
Name (Typed or Printed)
Pres
Title

10-26-2010
Date



Map Prepared by KDHE

- ▲ Public Water Supply Well
- ▲ Facility Location
- U.S. Highway
- Local Roads

Attachment "1"

Kansas Brick & Tile Site
 767 North US Highway 281
 Hoisington, Barton County, Kansas

ATTACHMENT “2”

REQUIRED TASK SUMMARY

1. Work Plans and Reports.

A. Each work plan and/or report required hereunder shall specifically include GFI’s proposed milestone dates for start and completion of preliminary investigation activities. Each work plan and/or report shall be approved by KDHE prior to implementation. All requests for schedule extensions shall be submitted in advance by GFI to KDHE’s Project Coordinator for approval.

B. KDHE shall review all work plans and reports to determine if the work proposed or conducted will adequately satisfy KDHE requirements for preliminary investigation at the Site. KDHE shall notify GFI in writing whether the document satisfies KDHE requirements for a work plan or report and is thereby approved, or if necessary, shall state specifically what changes or additions are necessary to meet KDHE specifications.

C. GFI shall revise/resubmit and/or respond to KDHE comments, if any, related to work plan and report submittals to facilitate document finalization for administrative record purposes.

D. Upon KDHE approval, GFI shall initiate implementation of work plan activities within the timeframe(s) specified by KDHE.

E. Upon completion of each field activity, GFI shall submit a report to KDHE no later than thirty (30) days after receiving the laboratory analytical

results for each sampling event.

F. Each report shall include, but not be limited to, the following: narrative description of the activities conducted during the reporting period; summary description of any deviation from approved sampling procedures; and, laboratory analytical data including summary table(s) and figure(s) (e.g. a map depicting sampling locations and contaminant concentration/distribution).

G. For groundwater monitoring activities, the reports shall also include static water level measurements and top of casing elevations, a map illustrating the site and associated monitoring wells, a contour map of the water level elevation (potentiometric surface map), and all other relevant site data collected during the monitoring event.

2. Preliminary Investigation Work Plan. GFI agrees to submit a preliminary investigation work plan, prepared consistent with the KDHE-Bureau of Environmental Remediation (KDHE-BER) Policy BER-RS-017 *Scope of Work for a Preliminary Investigation* available at http://www.kdheks.gov/ber/policies/BER_RS_017_SOW.pdf.

3. Quality Assurance.

A. All environmental samples shall be analyzed by a laboratory approved for the specific analysis by the Kansas Department of Health and Environmental Laboratories Environmental Laboratory Accreditation Program. All laboratory methods employed shall meet or exceed drinking water standards established under the federal Safe Drinking Water Act or achieve a low enough method detection limit to facilitate comparison to the

corresponding Tier 2 levels contained in the *October 2010 Risk-Based Standards for Kansas RSK Manual-5th Version*, available at http://www.kdheks.gov/remedial/download/RSK_Manual_10.pdf.

B. All sample collection and analysis shall be performed in compliance with the approved work plan(s), including scheduling of analyses, documentation of sample collection, handling and analysis.

C. Laboratory analytical report forms shall be submitted to KDHE for all analytical work performed pursuant to this Agreement. Any deviation from the procedures and methods set forth in these documents shall be approved by KDHE prior to use.

D. GFI shall notify KDHE within five (5) working days of notice or knowledge of a potential deviation from prescribed procedures or methods. Such notice shall provide information as to the nature of the deviation, if known, and outline a proposed investigation to determine whether the sample or results are representative or should not be considered valid. If the results cannot be validated by evaluation of the quality assurance/quality control procedures, historical data and/or laboratory protocol, GFI shall resample if directed to do so by KDHE.

E. GFI shall notify KDHE at least seven (7) days before conducting re-sampling.

4. Data/Document Availability.

A. GFI shall make available to KDHE all results of sampling or tests, or other data generated by or on its behalf with respect to the implementation

of this Agreement. GFI shall report the results of such sampling or testing, or other data in accordance with the task specific work plans and schedules identified in this Agreement or as otherwise directed by KDHE.

B. Upon completion of quality assurance and quality control assessment of the data, KDHE shall make available to GFI results of sampling and tests, and other data obtained relative to this Agreement, unless it is otherwise prohibited by law.

5. Sample Collection. At the request of KDHE, GFI shall provide or allow KDHE or its authorized representatives to take split samples of all samples collected by GFI pursuant to this Agreement. Similarly, at the request of GFI, KDHE shall allow GFI or its authorized representatives to take split or duplicate samples of all samples collected by KDHE under this Agreement. KDHE shall notify GFI at least seven (7) days before conducting any sampling under this Agreement, provided, however, that if seven (7) days notice of sample collection activity is not possible, KDHE and GFI shall give such advance notice to enable each party to have a representative present during said sample collection activity.

6. Management of Investigation-Derived Wastes. GFI shall manage all investigation-derived waste (IDW) generated during any field activities, as specified herein, following the procedures and guidelines as described in the Environmental Protection Agency (EPA) document, *Guide to Management of Investigation-Derived Wastes* (EPA 1992) and KDHE-BER's Standard Operating Procedure No. BER-08, *Characterization and Disposal of Investigative Derived Waste*, which is available at www.kdheks.gov/environment/qmp_2000/download/BER_SOPs_Appendix_A.pdf.

ATTACHMENT "2"

7. Access.

A. KDHE and any of its agents or contractors shall be allowed and authorized by GFI to enter and freely move about all property at the Site for the purpose, among other things, of interviewing site personnel and contractors; inspecting records, operating logs, and contracts related to the activities set out in the work plan(s); reviewing the progress of GFI in carrying out the terms of this Agreement; conducting such sampling and tests as KDHE deems necessary; using a camera, sound recording, or other documentary type equipment; and verifying the reports and data submitted to KDHE by GFI. GFI shall permit such persons to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data that pertain to work undertaken pursuant to this Agreement.

B. To the extent that work required by the Work Plan(s) must be done on property not owned or controlled by GFI, GFI shall use its best efforts to obtain access agreements from the present owner(s) of such property within thirty (30) days of the date the need for access is known. Best efforts include, but are not limited to, reasonable payment of monies to the property owner. In the event that agreements for site access are not obtained within thirty (30) days of the date the need for access is known, GFI shall notify KDHE regarding both the lack of and its inability to obtain such agreements within seven (7) days thereafter. In the event that KDHE obtains access for GFI, all costs incurred by KDHE shall be reimbursed by

GFI.

8. Field Activities Notification.

A. GFI shall provide KDHE at least seven (7) days advance written notification before conducting any investigation and/or remediation, or other ancillary activities related to such measures, whether conducted pursuant to the Agreement or to a request, requirement or Agreement from any other federal, state or local regulatory authority where the resultant data or information would be used in part or in full to satisfy requirements of the Agreement. Failure to provide advance written notification may result in KDHE rejection of the data obtained or work conducted by GFI.

B. Advance written notification is to be accomplished by completing the KDHE-BER Remedial Section Field Activities Notification Form on the KDHE website at http://www.kdheks.gov/remedial/fieldactivities_notification.html for each activity as distinguished by separate field mobilizations. If website access is not available, GFI may provide required written notification by completing the form attached hereto and made a part hereof as Attachment "4" and submitting the same to the designated KDHE project coordinator.

Attachment "3"

Form of Invoice for Oversight Costs (Payroll and Expense Detail Entries are for Example Purposes Only)

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT

Period: XX/XX/XX through XX/XX/XX

Date: XX/XX/XX

Payment Due in 30 days

This invoice is for oversight costs for the State Cooperative Program. Please make check payable to the Bureau of Environmental Remediation and enclose a copy of the invoice with payment to ensure your account is credited appropriately. Questions regarding this invoice should be directed to Linda Benson at (785) 291-3248 or lbenson@kdheks.gov.

Bill To: XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

Remit To: KDHE/Bureau of Environmental Remediation
Attn: Linda Benson
1000 SW Jackson Street, Suite 410
Topeka, KS 66612-1367

Project Name: XXXXXXXXXXXXXXXXXXXX
Consent Order: XX-E-XXXX Cost Acct: XXX

Payroll Details:

| | |
|---------------------|----------------------------|
| Title: | Program Consultant I |
| Total Hours: | x.xx |
| Title: | Administrative Assistant |
| Total Hours: | x.xx |
| Title: | Administrative Specialist |
| Total Hours: | x.xx |
| Title: | Prof Geologist IV |
| Total Hours: | x.xx |
| Title: | Environmental Scientist II |
| Total Hours: | x.xx |
| Title: | Prof Environmental Eng II |
| Total Hours: | x.xx |

Expense Details:

| | |
|-------------------------|----------------|
| Type of Expense: | Lab Analysis |
| Vendor Name: | XXXX |
| Amount: | \$xxx.xx |
| Type of Expense: | Field Supplies |
| Vendor Name: | XXXX |
| Amount: | \$x.xx |
| Type of Expense: | Travel (SCP) |
| Vendor Name: | XXXX |
| Amount: | \$xx.xx |

Payroll Costs: \$xxx.xx
Other Costs: \$xxx.xx
Internal Costs: \$xxx.xx
TOTAL DUE: \$x,xxx.xx

Please Note: The Kansas Department of Health and Environment's (KDHE) internal office expenses which are administrative costs, computer use, rent, utilities and other support services are included with this invoice. This amount equals 40% of the payroll and other costs totals, except for contractual, field supplies, KDHE equipment use, and lab analysis, which are computed at 12.5%.

THIS IS AN INVOICE

KDHE now accepts DiscoverCard. A 2.5% convenience fee will be assessed on all DiscoverCard transactions. If paying by DiscoverCard, contact Teresa Hattan at (785)296-8049 or thattan@kdhe.state.ks.us for details.

Attachment "4"

KDHE-BER Remedial Section Field Activities Notification Form

This field notification form is only applicable to sites managed by the Remedial Section and is **not** intended for use by other programs such as the Underground Storage Tank Program. If internet access is unavailable to provide the advance written notification via our website (<http://www.kdheks.gov/remedial/index.html>), please complete this form and fax to 785-296-7030. If you have any problems completing this form, please call 785-296-1673.

Note: If you are amending or canceling a previous notification, please enter the exact ID number (if known).

- I want to submit a new notification.
- I want to amend a previous notification. (Enter ID number if known) _____
- I want to cancel a previous notification. (Enter ID number if known) _____

(*denotes required fields)

*Project Name: _____

*KDHE Project Manager: _____

Location of work:

*County: _____

City (or nearest city): _____

Anticipated dates and duration of work:

*Start Date (mm/dd/yy): _____

*Duration of work (days): _____

- Check this box if work is expected to occur on any weekend or holiday days.

Primary Field Contact:

*Name: _____

*Affiliation/Company: _____

*Primary Phone Number: _____ Alternate Phone Number: _____

Email Address: _____

Alternate Contact:

*Name: _____

*Affiliation/Company: _____

*Primary Phone Number: _____ Alternate Phone Number: _____

Email Address: _____

*Brief Description of Work to be Performed:

CONCURRENCE SHEET

BUREAU OF ENVIRONMENTAL REMEDIATION

October 29, 2010

This concurrence form is for your review and comments on the enclosed document (Environmental Agreement); please be advised that this is the ORIGINAL INSTRUMENT.

**IN THE MATTER OF: Kansas Brick & Tile Site
Hoisington, Barton County, KS**

| | Name | Date | Comments |
|-------------------------|---|----------|----------|
| Project Manager | <i>E. J. Urdahl</i> ^{for} <i>Corena Jaeger</i> | 10/29/10 | |
| Unit Chief | <i>E. J. Urdahl</i> | 10/29/10 | |
| Section Chief | <i>[Signature]</i> | 10/29/10 | |
| Bureau Manager | <i>Gary Black</i> | 11/2/10 | |
| Legal Office | <i>[Signature]</i> | 11/3/10 | |
| Director of Legal | <i>John Anderson</i> | 11-3-10 | |
| Director of Environment | <i>John W. Mitchell</i> | 11-4-10 | |
| General Counsel | <i>[Signature]</i> | 11-3-10 | |
| Secretary | <i>John W. Mitchell</i> | 11-4-10 | |

PLEASE RETURN TO CORENA JAEGER, BER

BER SCANNED
NOV 05 2010

RECEIVED
NOV -4 2010

Received
NOV 03 2010

OFFICE OF THE SECRETARY

DIRECTOR OF ENVIRONMENT
DEPT. OF HEALTH & ENVIRONMENT