UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1

In the Matter of: Northland Environmental Services, LLC 275 Allens Avenue Providence, Rhode Island 02905 PSC Environmental Services, LLC 5151 San Filipe Street, Suite 1600 Houston, TX 77056 Respondents Proceeding under Section 3008(a) of the Resource Conservation Act, 42 U.S.C. § 6928(a)	Docket Number RCRA-01-2012-0028

CONSENT AGREEMENT AND FINAL ORDER

Complainant, the United States Environmental Protection Agency ("EPA"), having filed the Complaint herein on March 15, 2012, against Respondents Northland Environmental Services, LLC and PSC Environmental Services, LLC ("Respondents"); and

Complainant and Respondents having agreed that settlement of this matter is in the public interest, and that entry of this Consent Agreement and Final Order without further litigation is the most appropriate means of resolving this matter;

NOW, THEREFORE, before the taking of any testimony, upon the pleadings, without adjudication of any issue of fact or law, and upon consent and agreement of the Parties, it is hereby Ordered and Adjudged as follows:

I. PRELIMINARY STATEMENT

1. EPA initiated this proceeding for the assessment of a civil penalty, pursuant to Section 3008(a) of the Resource Conservation and Recovery Act ("RCRA").

2. The Complaint alleges that Respondents violated Sections 3002, 3004 and 3005 of RCRA, 42 U.S.C. §§ 6922, 6924 and 6925, 40 C.F.R. Parts 262 and 264, and 265, Chapter 23-19.1 of the Rhode Island General Laws, and the Rhode Island Consolidated Rules and Regulations for Hazardous Waste Management formerly §§ 1.00 through 13.00 ("RI HW Rules") (currently §§ 1.0 through 13.0).

3. Respondents have received extensions of time for filing the Answer. The Answer is now due to be filed on January 18, 2013.

4. This Consent Agreement and Final Order shall apply to and be binding upon Respondents, their officers, employees, successors and assigns.

5. Respondents stipulate that EPA has jurisdiction over the subject matter alleged in the Complaint and that the Complaint states a claim upon which relief can be granted against Respondents. Respondents waive any defenses they might have as to jurisdiction and venue, and, without admitting or denying the factual allegations contained in the Complaint or in this Consent Agreement and Final Order, consent to the terms of this Consent Agreement and Final Order.

6. Respondents hereby waive their right to a judicial or administrative hearing or appeal on any issue of law or fact set forth in the Complaint, and waive their right to appeal the Final Order accompanying this Consent Agreement.

II. TERMS OF SETTLEMENT

7. Respondents certify that their facility located in Providence, Rhode Island, is now in compliance with Sections 3002, 3004 and 3005 of RCRA and the federal and state hazardous waste regulations promulgated thereunder.

8. Pursuant to Section 3008 of RCRA, based upon the nature of the violations, Respondents' agreement to perform a Supplemental Environmental Project ("SEP"), and other relevant factors, EPA has determined that an appropriate civil penalty to settle this action is in the amount of fifty-eight thousand two hundred seventy-eight dollars ($58,278.00).

9. Respondents consent to the issuance of this Consent Agreement and Final Order and consent for the purposes of settlement to the payment of the civil penalty cited in the foregoing paragraph and to the performance of the SEP.

10. Not more than thirty (30) days after the date of issuance of the executed Final Order signed by the EPA Regional Judicial Officer, Region 1, Respondents shall pay the civil penalty by depositing in the United States mail a cashier's or certified check, or a check issued in the ordinary course of business conducted by Respondents, payable to the order of "Treasurer, United States of America" and referencing the title and docket number of the action ("In the Matter of Northland Environmental, LLC *et al.*, Docket Number RCRA-01-2012-0028"), in the amount of $58,278.00 to:

U. S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

The date said check is deposited in the mail shall be considered the date that the payment is made.

Respondents shall simultaneously submit copies of the penalty payment check to:

Wanda Santiago
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100 (ORA 18-1)
Boston, Massachusetts 02109

and to:

Andrea Simpson
Senior Enforcement Counsel
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100 (OES 04-2)
Boston, Massachusetts 02109

11. Respondents shall complete the following SEP which the parties agree is intended to secure significant environmental or public health protection and improvements: Respondents shall conduct waste clean outs, conduct training and purchase equipment at schools in Rhode Island and Massachusetts. This project is further described in and shall be implemented in accordance with the Scope of Work attached to and hereby incorporated into this Consent Agreement and Final Order as Attachment 1 (the "SOW").

12. Respondents shall spend a total of $252,152.00 on the SEP in accordance with the SOW. The SEP shall be completed by July 18, 2014. Respondents shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report.

13. Respondents hereby certify that, as of the date of this Consent Agreement and Final Order, Respondents are not required to perform or develop the SEP by any federal, state or local law or regulation, nor are Respondents required to perform or develop the SEP under any grant

or agreement with any governmental or private entity, as injunctive relief in this or any other case, or in compliance with state or local requirements. Respondents further certify that Respondents have not received, and are not presently negotiating to receive, credit in any other enforcement action for the SEP.

14. Respondents certify that they are not a party to any open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP. Respondents further certify that, to the best of their knowledge and belief after reasonable inquiry, there is no such open federal financial transaction that is funding or could be used to fund the same activity as the SEP, nor has the same activity been described in an unsuccessful federal financial assistance transaction proposal submitted to EPA within two years of the date of this settlement (unless the project was barred from funding as statutorily ineligible). For the purposes of this certification, the term "open federal financial assistance transaction" refers to a grant, cooperative agreement, loan, federally-guaranteed loan guarantee or other mechanism for providing federal financial assistance whose performance period has not yet expired.

15. Respondents shall submit to EPA quarterly SEP Progress Reports beginning on April 15, 2013, and a SEP Completion Report by August 18, 2014. The quarterly SEP Progress Reports and the SEP Completion Report shall contain the information set forth in Sections 4 and 5, respectively, of the SOW.

16. Respondents agree that failure to submit the SEP Completion Report in accordance with the requirements of paragraph 15 above, shall be deemed a violation of this Consent Agreement and Final Order and Respondents shall become liable for stipulated penalties pursuant to paragraph 22 below.

17. Respondents shall submit all notices and reports required by this Consent Agreement and Final Order by first class mail to:

Andrea Simpson
Senior Enforcement Counsel
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100 (OES 04-2)
Boston, Massachusetts 02109

and to:

Susann D. Nachmann
Environmental Engineer
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100 (OES 05-1)
Boston, Massachusetts 02109

18. In itemizing costs in the SEP Progress and Completion Reports, Respondents shall clearly identify and provide acceptable documentation for all eligible SEP costs. Where the SEP Completion Report includes costs not eligible for SEP credit, those costs must be clearly identified as such. For purposes of this paragraph, "acceptable documentation" includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment is being made as well as a complete accounting of goods and services provided by Respondents in accordance with the rates attached in the SOW. Canceled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.

19. Respondents shall maintain legible copies of all documentation relating to the SEP and all documents or reports submitted to EPA pursuant to this Consent Agreement and Final Order for a period of three (3) years after completion of all requirements set forth in this Consent

Agreement and Final Order and shall provide the documentation of any such underlying research and data to EPA not more than seven days after a request for such information. In all documents or reports, including, without limitation, the SEP Completion Report, submitted to EPA pursuant to this Consent Agreement and Final Order, Respondents shall, by Bob George, who has been designated by Respondents' undersigned officer, sign and certify under penalty of law that the information contained in such document or report is true, accurate, and not misleading by signing the following statement:

> I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

20. After receipt of the SEP Completion Report described in paragraph 15 above, EPA will notify Respondents, in writing: (i) indicating that the project has been completed satisfactorily; or (ii) identifying any deficiencies in the SEP Completion Report and granting Respondents an additional thirty (30) days to correct any deficiencies; or (iii) determining that the project has not been completed satisfactorily and seeking stipulated penalties in accordance with paragraphs 22 through 25 below, in which case Respondents may invoke the Dispute Resolution provisions set forth in paragraphs 26 through 28 below.

21. If EPA elects to exercise option (ii) in paragraph 20 above (i.e., if the SEP Completion Report is determined to be deficient but EPA has not yet made a final determination about the adequacy of SEP completion itself), Respondents may correct the deficiencies within thirty (30) days or object in writing to the notification of deficiency given pursuant to this paragraph within ten (10) days of receipt of such notification. EPA and Respondents shall have

an additional thirty (30) days from the receipt by EPA of the notification of objection to reach agreement on changes necessary to the SEP Completion Report. If agreement cannot be reached on any such issue within this thirty (30) day period, EPA shall provide a written statement of its decision on adequacy of the completion of the SEP to Respondents, which decision shall be final and binding upon Respondents, except that Respondents may invoke the Dispute Resolution provisions set forth in paragraphs 26 through 28 below. Respondents agree to comply with any requirements for adequate completion of the SEP imposed by EPA in its written statement, or following Dispute Resolution. In the event the SEP is not completed as contemplated herein, as determined by EPA, stipulated penalties shall be due and payable by Respondents to EPA in accordance with paragraphs 22 through 25 below, except that Respondents may invoke the Dispute Resolution provisions set forth in paragraphs 26 through 28 below.

22. In the event that Respondents fail to comply with any of the terms or provisions of this Consent Agreement and Final Order relating to the payment of the penalty or performance of the SEP described in paragraphs 11 and 12 above and the SOW, and/or to the extent that the actual expenditure for the SEP does not equal or exceed the cost of the SEP set forth in paragraph 12 above, Respondents shall be liable for stipulated penalties according to the provisions set forth below:

(i) If Respondents fail to pay the penalty amount specified in paragraph 8 above by the date required in paragraph 10 above, Respondents shall pay stipulated penalties in the amount of $500 per day until payment is received by EPA;

(ii) If Respondents have not made good faith efforts to implement the SEP and do not satisfactorily complete the SEP pursuant to this Consent Agreement and Final Order and

the SOW, Respondents shall pay a stipulated penalty in the amount of $315,190.00 (125% of SEP amount) plus interest from the effective date of this Consent Agreement and Final Order at the IRS underpayment rate;

(iii) If the SEP is not completed in accordance with paragraphs 11 and 12 and the SOW and Respondents have spent less than 90% of the total amount of money required to be spent on the SEP, but Complainant determines that Respondents: (a) made good faith and timely efforts to implement the project; and (2) satisfactorily completed a portion of the project in accordance with paragraphs 11 and 12 and the SOW, then Respondents shall pay a stipulated penalty to the United States equal to 80% of the difference between the total amount spent on the SEP and the total amount required to be spent on the SEP ($252,152.00), plus interest from the effective date of this Consent Agreement and Final Order at the IRS underpayment rate. However, Respondents shall not receive credit for amounts spent at a school where work has not been completed in accordance with the SOW;

(iv) If the SEP is not completed in accordance with paragraphs 11 and 12 and the SOW, but Complainant determines that Respondents: (a) made good faith and timely efforts to complete the SEP; and (b) Respondents certify, with supporting documentation, that they have spent at least 90 percent of the total amount of money which was required to be spent on the SEP, Respondents shall not be liable for any stipulated penalty. However, Respondents shall not receive credit for amounts spent at a school at which work has not been completed in accordance with the SOW;

(v) If the SEP is completed in accordance with paragraphs 11 and 12 and the SOW, but Respondents have spent less than 90 percent of the total amount of money required to be spent for the SEP, Respondents shall pay a stipulated penalty to the United States equal to 80% of the difference between the total amount spent on the SEP and the total amount required to be spent on the SEP ($252,152.00) plus interest from the effective date of this Consent Agreement and Final Order at the IRS underpayment rate;

(vi) If the SEP is completed in accordance with paragraphs 11 and 12 and the SOW and Respondents have spent at least 90 percent of the amount of money required to be spent for the SEP, Respondents shall not be liable for any stipulated penalties;

(vii) For failure to submit a SEP Completion Report required by paragraph 15 above, Respondents shall pay a stipulated penalty in the amount of $300 for each day after the report was due until the report is received by EPA.

23. The determination as to whether the SEP has been satisfactorily completed and whether Respondents have made good faith, timely efforts to implement the SEP shall be in the sole discretion of EPA, but subject to the Dispute Resolution provisions set forth in paragraphs 26 through 28 below, and provided that if, as specified in paragraph 12, Respondents have spent at least $252,152.00 on the SEP in compliance with the SOW, the SEP shall be considered to have been completed, notwithstanding that work was not performed at all of the schools identified in the SOW. However, Respondents shall not receive credit for amounts spent at a school at which the work was not completed in accordance with the SOW.

24. Stipulated penalties for subparagraphs 22(i) and (vii) above shall begin to accrue on the day after performance is due, and shall continue to accrue through the final day of the completion of the activity.

25. Respondents shall pay stipulated penalties not more than thirty (30) days after receipt of written demand by EPA for such penalties unless Respondents invoke the Dispute Resolution provisions set forth in paragraphs 26 through 28 below, in which case stipulated penalties shall continue to accrue. Respondents may not invoke the Dispute Resolution provisions in response to a demand for stipulated penalties pursuant to paragraph 22(i). Method of payment shall be in accordance with the provisions of paragraph 10 above.

26. All disputes arising from this Consent Agreement and Order, except for a dispute relating to the payment of the penalty, shall be resolved pursuant to this Dispute Resolution provision. The parties to this Agreement shall attempt to resolve, expeditiously and informally, any disagreement concerning this Agreement, including the SEP. If Respondents object to any EPA action taken pursuant to this Agreement, Respondents shall notify EPA in writing of its objection and the reasons for the objection within ten (10) days of such action, unless the objection has been informally resolved. This written notice shall include a statement of the issues in dispute, the relevant facts upon which the dispute is based, all factual data, analysis or opinion supporting Respondents' position, and all supporting documentation on which the Respondents rely (hereinafter "Statement of Position").

27. EPA and Respondents shall attempt to resolve the dispute through negotiations ("Negotiation Period"). The Negotiation Period shall not exceed 30 days from EPA's receipt of Respondents' written objection and Statement of Position. The Negotiation Period may be

extended at the sole discretion of EPA. EPA's decision regarding an extension of the Negotiation Period shall not constitute an EPA action subject to dispute resolution.

28. Any agreement reached by the parties pursuant to this Dispute Resolution provision shall be in writing, signed by both parties, and shall, upon signature by both parties, be incorporated into and become an enforceable element of this Agreement. If the parties are unable to reach an agreement within the Negotiation Period, the Legal Manager of the Enforcement Office, Office of Environmental Stewardship, will issue a written decision on the dispute to Respondents. The Manager's decision shall be considered binding and shall be incorporated into and become an enforceable element of this Agreement upon Respondents' receipt of the Manager's decision regarding the dispute.

29. Nothing in this Consent Agreement and Final Order shall be construed as prohibiting, altering or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondents' violation of this agreement or of the statutes and regulations upon which this agreement is based, or for Respondents' violation of any applicable provision of law.

30. Any public statement, oral or written, in print, film, or other media, made by Respondents making reference to the SEP, shall include the following language, "This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for alleged violations of the Resource Conservation and Recovery Act."

31. This Consent Agreement and Final Order shall not relieve Respondents of their obligation to comply with all applicable provisions of federal, state or local law, nor shall it be

construed to be a ruling on, or determination of, any issue related to any federal, state or local permit, nor shall it be construed to constitute EPA approval of the equipment or technology purchased by Respondents in connection with the SEP undertaken pursuant to this Consent Agreement and Final Order.

32. This Consent Agreement and Final Order constitutes a settlement by EPA of all claims for civil penalties pursuant to RCRA for the violations alleged in the Complaint. Nothing in this Consent Agreement and Final Order is intended to nor shall be construed to operate in any way to resolve any criminal liability of the Respondents. Nothing in the Consent Agreement and Final Order shall be construed to limit the authority of EPA to undertake any action against Respondents in response to conditions which may present an imminent and substantial endangerment to the public health, welfare, or the environment.

33. If Respondent fails to pay the civil penalty it will be subject to an action to compel payment, plus interest, enforcement expenses, and a nonpayment penalty. Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the cost of processing and handling a delinquent claim. Interest will therefore begin to accrue on the civil penalty (or any portion thereof) on the date it is due under this CAFO if such penalty (or portion thereof) is not paid in full by such due date. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 31 C.F.R. § 901.9(b)(2). In addition, a penalty charge of six percent per year and an amount to cover the costs of collection will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due. Should assessment of the penalty charge on the debt be required, it will be assessed as of the first day payment is due under 31 C.F.R. § 901.9(d).

34. The civil penalty due, and any interest, non-payment penalties or charges that arise pursuant to this CAFO shall represent penalties assessed by EPA and shall not be deductible for purposes of federal taxes. Accordingly, Respondents agree to treat all payments made pursuant to this CAFO as penalties within the meaning of Section 1.162-21 of the Internal Revenue Code, 26 U.S.C. § 1.162-21, and further agrees not to use these payments in any way as, or in furtherance of, a tax deduction under federal, state or local law.

35. For federal income tax purposes, Respondents agree that they will neither capitalize into inventory or basis nor deduct any costs or expenses incurred in performing the SEP.

6. Each undersigned representative of the parties to this Consent Agreement and Final Order certifies that he or she is fully authorized by the party represented to enter into the terms and conditions of this Consent Agreement and Final Order and to execute and legally bind that party to it.

36. Each party shall bear its own costs and attorneys' fees in connection with the action resolved by this Consent Agreement and Final Order.

For Complainant:

Joanna Jerison
Legal Enforcement Manager
U.S. Environmental Protection Agency
Region 1

Date: 1/24/13

Andrea Simpson
Senior Enforcement Counsel
U.S. Environmental Protection Agency
Region 1

Date: 1/24/13

For Respondents:

Joshua McMorrow
Vice President and General Counsel
PSC Environmental Services, LLC

Date: 1/24/13

In the Matter of Northland Environmental Services, LLC, *et al.*
Docket No. RCRA-01–2012–0028

FINAL ORDER

The foregoing Consent Agreement is hereby approved and incorporated by reference into this Final Order. Respondents are hereby ordered to comply with the terms of the above Consent Agreement, which will become effective on the date it is filed with the Regional Hearing Clerk.

LeAnn Jensen
Acting Regional Judicial Officer
U.S. Environmental Protection Agency-Region 1

1/28/13
Date

Attachment 1

School Clean Out Supplemental Environmental Project (SEP) Scope of Work (SOW)

In the Matter of: Northland Environmental, LLC and PSC Environmental Services, LLC
Docket No. RCRA-01-2012-0028

1. **Description of Project:**

Pursuant to this project, the School Clean Out SEP, Respondents shall, within 18 months of the Effective Date of the CAFO, dispose of waste chemicals, engage in training, and buy equipment and other materials at schools in the New England area with particular focus on designated EPA Environmental Justice zones. Handling of chemicals shall not be performed during school hours when students are present. The list of schools at which the SEP will be performed, all of which are located within a 50 mile radius of the facility, is attached to this SOW. Additional schools may be added to the list during implementation of the SEP with the mutual written consent of EPA and Respondents.

Respondents shall ensure that all activities occur in the following manner at each school included in the SEP:

- Inventorying of chemicals in science and art classrooms: If the school has not already created an inventory of chemicals, PSC's technicians shall inventory the current stock of chemicals. The inventory will identify which materials are useable and which materials are waste and should be disposed of.

- Training of school employees: PSC employees shall train science and art teachers and any other personnel that require training in the proper handling and disposal of chemical wastes. Segregation of chemicals, proper storage, and proper personal protective equipment (PPE) will be discussed. PSC employees shall distribute written materials provided by EPA regarding the proper management of hazardous waste to teachers and any other relevant personnel at each training.

- Transportation and disposal of waste chemicals: PSC shall safely remove chemicals designated as waste from the school using trained personnel, transport the chemicals to a PSC facility using Department of Transportation (DOT) approved containers for packaging, and properly dispose and/or recycle them as required by state and federal law. All wastes shipped off site shall be documented on and accompanied by proper shipping documents (i.e., hazardous waste manifests, non-hazardous waste manifests, universal waste manifests, bills of lading and where appropriate, LDR notifications and certifications).

- Purchase of Equipment: PSC shall purchase equipment such as flammable storage cabinets, eye washes and deluge showers, as needed by the school.

The rate structure will be based on utilization of the attached schedule for PSC Services. Each project is estimated to require two days to complete and is valued in the range of $5,000 to $10,000, depending upon the scope of services provided.

2. Standard of Care:

a. A properly trained PSC lab pack supervisor, lead chemist and technician shall be on site and in control of work related to the SEP at all times when work is in progress. Only PSC employees with RCRA training and other relevant training in the chemical management and disposal field shall perform work related to this SEP.

b. The SEP shall be performed in compliance with all applicable state and federal requirements including, but not limited to, state and federal hazardous waste regulations.

3. Schedule:

Respondents shall complete the SEP on the following schedule:

a. Within 18 months after the Effective Date of the CAFO, Respondents shall complete the SEP.

b. Respondents shall submit SEP Progress Reports in accordance with Section 4 below at quarterly intervals while the SEP is in progress. Such reports shall begin on April 15, 2013, for the calendar quarter ending on March 31, 2013.

c. Within 19 months of the Effective Date of the CAFO, or within 30 days of completing the SEP, whichever date is earlier, Respondents shall submit a SEP Completion Report, containing the information specified in Section 5 below.

4. SEP Progress Report:

The quarterly SEP Progress Reports required by Section 3(b) above shall contain the following information:

a. A description of the activities completed during the preceding calendar quarter including the name and address of each school at which a clean out was conducted during the quarter, a quantification of the hazardous and non-hazardous wastes disposed of from each school, a description of the training provided and a list of the personnel who were trained at each school (name and title), and a list of equipment purchased for each school;

b. Any disposal verification information for the preceding calendar quarter, including copies of all manifests, bills of lading and any other shipping documents;

c. Itemized costs of third party goods and services used to complete activities, documented by copies of invoices, purchase orders, or canceled checks that specifically

identify and itemize the individual costs of the goods and services incurred during the preceding calendar quarter;

d. Itemized costs of Respondents' services used to complete any activity, documented with reference to the schedules set forth below, incurred during the preceding calendar quarter;

e. A running tally of the total costs incurred by Respondents for the School Clean Out SEP;

f. A detailed description of any problems encountered in implementing the SEP during the quarter and the solutions thereto.

5. **SEP Completion Report:**

The SEP Completion Report required by Section 3(c) above shall contain the information required in Section 4.a. through f. above for the period since the last quarterly report, as well as the following:

a. A list of the names and addresses of all of the schools that participated in the SEP;

b. The total volume of hazardous and non-hazardous wastes removed and disposed of from schools;

c. The total number of school personnel trained;

d. Certification that Respondents have completed the SEP in compliance with this Consent Agreement and Final Order; and

e. The certification language provided in Paragraph 19 of the Consent Agreement and Final Order.

In itemizing costs in the SEP Completion Report, Respondents shall clearly identify and provide acceptable documentation for all eligible SEP costs. For purposes of this paragraph, "acceptable documentation" includes, without limitation, invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment was made and an accounting of goods and services provided by PSC in accordance with the rates included in the tables below. Canceled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.

Rate structure will be based on utilization of the following schedule for PSC Services.

Labor	Hourly Rate
Technician	$35.00
Lead Chemist	$45.00
Lab Pack Supervisor	$65.00

Product	Unit of Issue	Rate
Alternate Fuel, <3" <3 % Halogens	55 Gallon Drum	$161.21
Loose pack Paint, Fuel	55 Gallon Drum	$430.03
Alternate Fuel, Bulk	Gallon	$2.29
Aerosols,	55 Gallon Drum	$315.87
Aerosols Problematic	5S Gallon Drum	$528.97
Lean Waters	5S Gallon Drum	$458.84
Solids & Sludges for Incineration	55 Gallon Drum	$409.07
Lab Pack for Incineration	55 Gallon Drum	$533.80
Landfill Ready Solids, Non-regulated	55 Gallon Drum	$200.60
Fluorescent Tubes for Recycle	Linear foot	$0.79
Non-Regulated Sludges/Liquids for Landfill	55 Gallon Drum	$182.87
Oxidizers, Lab pack for Stabilization,	55 Gallon Drum	$523.93
Cyanides, Lab Pack for Stabilization	55 Gallon Drum	$357.68
Non-Regulated Waters, <10 % Flocculent	55 Gallon Drum	$85.64
Stake Bed Truck	0 – 50 miles	$39.90
Box Truck with Lift gate	0 – 50 miles	$46.55
Tractor with Drum Trailer	0 – 50 miles	$53.20
Roll-Off Truck	0 – 50 miles	$53.20
New 55 Gallon Metal Drum (Open-Head)	Each	$77.58
New 55 Gallon Metal Drum (Closed-Head)	Each	$66.50
New 55 Gallon Poly Drum (Closed-Head)	Each	$77.58

RHODE ISLAND

Barrington High School	220 Lincoln Ave.	Barrington	02806
Mt. Hope High School	199 Chestnut St.	Bristol	02809
Our Lady of Mount Carmel	127 State Street	Bristol	02809
Central Falls Senior High School	24 Summer St.	Central Falls	02863
Cranston High School East	899 Park Ave.	Cranston	02910
Cranston High School West	80 Metropolitan Ave.	Cranston	02920
New England Laborers'/Cranston Public Schools Construction Career Academy	4 Sharpe Dr.	Cranston	02920
Joseph McCourt Middle School	45 Highland Avenue	Cumberland	02864
East Providence High School	2000 Pawtucket Ave.	East Providence	02914
Burrillville High School	425 East Ave.	Harrisville	02830
Burrillville Middle School	2220 Broncos Highway	Harrisville	02830
Johnston Senior High School	345 Cherry Hill Rd.	Johnston	02919
Lincoln Senior High School	135 Old River Rd.	Lincoln	02865
William M. Davies, Jr Career and Technical High School	50 Jenckes Hill Road	Lincoln	02864
Rogers High School	15 Wickham Rd.	Newport	02840
North Providence High School	1828 Mineral Spring Ave.	North Providence	02904
Ponaganset High School	137 Anan Wade Rd.	North Scituate	02857
North Smithfield High School	412 Greenville Rd.	North Smithfield	02896
Blackstone Academy Charter School	334 Pleasant Street	Pawtucket	02860
William E. Tolman Senior High School	150 Exchange St.	Pawtucket	02860
Portsmouth High School	Education Ln.	Portsmouth	02871
DelSesto Middle School	152 Springfield Street	Providence	02909
Mount Pleasant High School	434 Mt. Pleasant Ave.	Providence	02908
School One	220 University Ave.	Providence	02906
Smithfield High School	90 Pleasant View Ave.	Smithfield	02917
Tiverton High School	100 North Brayton Rd.	Tiverton	02878
Curtis Corner Middle School	301 Curtis Corner Road	Wakefield	02879
Toll Gate High School	575 Centerville Rd.	Warwick	02886
Pilgrim High School	111 Pilgrim Parkway	Warwick	02889
Warwick Veterans Memorial HS	2401 West Shore Rd.	Warwick	02889
Chariho Regional High School	453 Switch Rd.	Wood River Junction	02894
Exeter-West Greenwich Regional High School	930 Nooseneck Hill Rd.	West Greenwich	02817
Westerly High School	23 Ward Ave.	Westerly	02891