

FINAL ORDER

The foregoing Consent Agreement is hereby approved and incorporated by reference into this Final Order. The Respondent is 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.

U.S. ENVIRONMENTAL PROTECTION AGENCY



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



Date

Attachment 1:
Measures to Promote Compliance with State and Local Idling Restrictions

The following measures are designed to limit the excessive idling of the engines of school buses located in states and local jurisdictions that limit idling by law or regulation. The SEP measures described in Project 1 of Attachment 2 of the CAFO, which will be implemented in all other State jurisdictions, will complement these Attachment 1 compliance measures.

A. The provisions of this Section A shall apply in jurisdictions with SIPs that limit excessive motor vehicle idling: as of the date of this CAFO, these include the States of Connecticut, Hawaii, Massachusetts, New Jersey, Rhode Island, and Virginia; the City of Chattanooga, Tennessee; the Counties of Bastrop, Caldwell, Hays, Travis, and Williamson, Texas; and the Towns of Elm, Westlake, Austin, Bastrop, Lockhart, Luling, Round Rock, and San Marcos, Texas.

1. Respondent shall provide notification and training of at least 15 minutes in duration to all Durham employees and contractors who operate Durham school buses, including those employees and contractors who operate Durham school buses only to prepare the motor vehicles for other personnel to drive, in jurisdictions with SIP idling limits, as follows:

a. The notification and training shall describe Respondent's policy to prohibit excessive idling, describe state and local motor vehicle idling restrictions, and instruct school bus operators to comply with such idling policy and restrictions. For purposes of this Attachment 1 to the CAFO, "excessive" idling shall mean idling in violation of any terms or limitations contained in regulations that limit motor vehicle idling in the applicable jurisdiction.

- b. Respondent shall provide notification and training to operators and drivers of school buses by methods which may include compact disks, DVDs, web-based training, written communications, and new driver orientation sessions.
 - c. Respondent shall commence the development of the training program within 60 days after the effective date of this CAFO, with an objective of training all or a large majority of its existing personnel by November 1, 2012. Respondent shall complete all of the training requirements of Attachment 1 within one year of the effective date of this CAFO.
 2. Respondent shall post “no-excessive idling” signs at all Durham Locations (for purposes of this CAFO and Attachments, “Durham Locations” shall mean those Durham-operated locations at which Durham parks school buses for regular operation but does not include solely corporate Durham facilities or facilities operated by other corporate affiliates of Durham, Inc.), as follows:
 - a. The signs shall notify all operators, drivers, and other employees or contractors who operate school buses that excessive idling is prohibited, and shall specify idling limitations at least as restrictive as those in effect for the applicable jurisdiction;
 - b. The signs shall be designed and placed reasonably so as to be visible to all personnel at all Durham Locations; and
 - c. At each Durham Location, a sign shall be posted at each central area where operators and/or drivers congregate.
 3. Respondent shall provide written notifications to each school district in which Respondent operates of the Durham policy to prohibit excessive idling.

4. Respondent shall ensure that at each Durham Location, the following actions occur:
- a. Durham facility manager, or delegated supervisor with management authority shall walk through and check the facility parking lot(s) during periods when school buses are starting up in preparation for their morning routes, to ensure that drivers are complying with the relevant State (or other jurisdiction) idling regulations (hereinafter, the “walk-through requirement”);
 - b. Respondent shall ensure that managers or delegated supervisors with management authority of all facilities document the performance of the walk-through requirement set out in Paragraph A.4.a above. This documentation shall be retained at each Durham Location, and shall be made available upon request by EPA inspectors or other enforcement personnel.
 - c. As part of each of the periodic reports submitted by Respondent under Paragraph 46 of this CAFO, Respondent shall provide reports to EPA Region 1 regarding compliance with the walk-through requirement. Each report shall state whether Durham was in full compliance with the walk-through requirement during the relevant time period, and any actions taken to correct or prevent excessive school bus idling during any walk-through. Each report shall identify any instances where Respondent failed to satisfy the walk-through requirement. For each such instance, the report shall identify the Durham Location being reported on, and the estimated date and time that the walk-through requirement was not performed in accordance with Paragraph A.4.a, and shall provide an explanation for the nonperformance, and the steps taken to resolve the nonperformance.

For purposes of this Attachment 1, and Attachment 2 to the CAFO, the “walk-through requirement” shall be performed no less than 4 times per calendar month, with no more than 2 times in any one calendar week, and no more than 2 times per calendar month on a particular day of the week.

B. The provisions of this Section B shall apply in jurisdictions with laws or regulations that limit motor vehicle idling but that are not in a SIP: as of the date of this CAFO, these include the States of California, Delaware, Florida, Maine, Maryland, Minnesota, Nevada, New Hampshire, New York, Ohio, Pennsylvania, South Carolina, Utah, Vermont, and West Virginia; the District of Columbia; in Arizona, Maricopa County; in Colorado, the City and County of Denver, and the City of Aspen; in Georgia, the City of Atlanta; in Illinois, the Counties of Cook, DuPage, Lake, Kane, McHenry, Will, Madison, Monroe, and St. Clair, and the Townships of Aux Sable, Goose Lake, and Oswego; in Minnesota, the Cities of Minneapolis, Owatonna, and St. Cloud; and in Missouri, the Counties of Clay, Platte, Jackson, Franklin, Jefferson, and St. Charles, and the City and County of St. Louis. The requirements of this Section B are not pursuant to a federally-enforceable SIP, but Respondent consents to perform such activities pursuant to the CAFO as part of resolution of this action.

1. Respondent shall provide notification and training of at least 15 minutes in duration to all Durham employees and contractors who operate Durham school buses, including those employees and contractors who operate Durham school buses only to prepare the school buses for other personnel to drive, as follows:

- a. The notification and training shall describe Respondent’s policy to prohibit excessive idling, and instruct operators to comply with such idling policy.
- b. Respondent shall provide notification and training to operators and drivers of school

buses by methods which may include compact disks, DVDs, web-based training, written communications, and new driver orientation sessions.

- c. Respondent shall commence the development of the training program within 60 days after the effective date of this CAFO, with an objective of training all or a large majority of its existing personnel by November 1, 2012. Respondent shall complete all of the training requirements of Attachment 1 within one year of the effective date of this CAFO.
2. Respondent shall post “no-excessive idling” signs at all Durham Locations, as follows:
 - a. The signs shall notify school bus drivers and operators of Durham Locations that excessive idling is prohibited, and shall specify idling limitations at least as restrictive as those in effect for the applicable jurisdiction;
 - b. The signs shall be designed and placed reasonably so as to be visible to all personnel at all Durham Locations; and
 - c. At each Durham Location, a sign shall be posted at each central area where operators and/or drivers congregate.
 3. Respondent shall provide written notifications to each school district in which Respondent operates of the Durham policy to prohibit excessive idling.
 4. Respondent shall ensure that at each Durham Location, the following actions occur:
 - a. A Durham facility manager, or delegated supervisor with management authority shall walk through and check the facility parking lot(s) during periods when school buses are starting up in preparation for their morning routes, to ensure that drivers are complying with the relevant State idling regulations (hereinafter, the “walk-through requirement”);

- b. Respondent shall ensure that managers or delegated supervisors with management authority of all Durham Locations document the performance of the walk-through requirement set out in Paragraph B.4.a above. This documentation shall be retained at each Durham Location, and shall be made available upon request by EPA inspectors or other enforcement personnel; and
- c. As part of each of the periodic reports submitted by Respondent under Paragraph 46 of this CAFO, Respondent shall provide reports to EPA Region 1 regarding compliance with the walk-through requirement. Each report shall state whether Durham was in full compliance with the walk-through requirement during the relevant time period, and any actions taken to correct or prevent excessive school bus idling during any walk-through. Each report shall identify any instances where Respondent failed to satisfy the walk-through requirement. For each such instance, the report shall identify the Durham Location being reported on, and the estimated date and time that the walk-through requirement was not performed in accordance with Paragraph B.4.a, and shall provide an explanation for the nonperformance, and the steps taken to resolve the nonperformance.

Attachment 2:

Supplemental Environmental Projects: Limiting Motor Vehicle Idling at Durham Locations in Jurisdictions That Do Not Regulate Idling, Early Retirement/Replacement of Buses.

The following SEPs are intended to provide environmental and health benefits beyond those required by established laws, through measures designed to limit the emissions from idling of the engines of school buses operated by Respondent, and/or to reduce emissions by replacing older, higher-emission school buses with new, lower-emission school buses. SEP Project 1 will be implemented by Respondent in all State jurisdictions in which such motor vehicle idling is not limited by existing law. As of the date of this CAFO, such jurisdictions are, without limitation: Alabama; Alaska; Arizona (except Maricopa County); Arkansas; Colorado (except the City of Aspen and the City and County of Denver); Georgia (except the City of Atlanta); Idaho; Illinois (except Cook, DuPage, Lake, Kane, McHenry, Will, Madison, Monroe, and St. Clair counties and Aux Sable, Goose Lake, and Oswego townships); Indiana; Iowa; Kansas; Kentucky; Louisiana; Michigan; Mississippi; Missouri (except Clay, Platte, Jackson, Franklin, Jefferson, St. Charles, and St. Louis Counties, and the City of St. Louis); Montana; Nebraska; New Mexico; North Carolina; North Dakota; Oklahoma; Oregon; South Carolina; South Dakota; Tennessee (except Chattanooga); Texas (except the Counties of Bastrop, Caldwell, Hays, Travis, Williamson and Towns of Elm, Westlake, Austin, Bastrop, Lockhart, Luling, Round Rock, and San Marcos); Washington; Wisconsin; and Wyoming. SEP Project 2 will be implemented as described below.

The SEPs are intended to complement the compliance measures to be undertaken by Respondent under Attachment 1 of the CAFO. No SEP requirement will be implemented if it conflicts with an existing state or local law, regulation or permit requirement. In the event that a proposed state

or local law, regulation, or permit has the potential to conflict with the implementation of a SEP, Respondent may seek an extension of time for SEP implementation in accordance with the Force Majeure provisions of Attachment 3. For the purposes of this paragraph, “to conflict with” shall mean to delay or prevent timely performance, despite Respondent’s best efforts.

Project 1: Training and Management Solutions:

- A. Respondent shall spend a minimum of \$83,000 to complete Project 1.
- B. Within 60 days of the effective date of the CAFO, Respondent shall perform the following actions at all Durham Locations located in jurisdictions that do not limit motor vehicle idling:
 - 1. Post signs to notify operators, drivers and other employees or contractors who operate school buses that excessive idling is prohibited. Such signs:
 - a. Shall be designed and placed reasonably so as to be visible to all personnel at all Durham Locations; and
 - b. Shall be posted at each Durham location in each central area where operators and/or drivers congregate.
 - 2. Provide written notifications to each school district in which Respondent operates of the Durham policy to prohibit excessive idling.
- C. Respondent shall provide notification and training to all Durham employees and contractors who operate Durham school buses, including those employees and contractors who operate Durham school buses only to prepare the school buses for other personnel to drive, as follows:
 - 1. The notification and training shall describe Respondent’s policy to prohibit excessive idling, and instruct operators to comply with such idling policy. For purposes of this Attachment 2 to the CAFO, “excessive” idling shall generally mean idling longer than 5 minutes unless necessary due to weather conditions or for safe use of school buses.

2. Respondent shall provide notification and training to operators and drivers of school buses by methods which may include compact disks, DVDs, web-based training, written communications, and new driver orientation sessions.

3. Respondent shall commence the development of the training program within 60 days after the effective date of this CAFO, with an objective of training all or a large majority of its existing personnel by November 1, 2012. Respondent shall complete all of the training requirements of Attachment 2 within one year of the effective date of this CAFO.

D. Respondent shall ensure that at each Durham Location, the following actions occur:

1. A Durham facility manager, or delegated supervisor with management authority shall walk through and check the facility parking lot(s), during periods when school buses are starting up in preparation for their morning routes, to ensure that drivers are complying with Durham's policy of no-excessive idling (hereinafter, the "walk-through requirement").

2. Respondent shall ensure that managers or delegated supervisors with management authority of all facilities document the performance of the walk-through requirement set out in Paragraph D.1 above. This documentation shall be retained at each Durham Location, and shall be made available upon request by EPA inspectors or other enforcement personnel.

3. As part of each of the periodic reports submitted by Respondent under Paragraph 46 of this CAFO, Respondent shall provide reports to EPA Region 1 regarding compliance with the walk-through requirement. Each report shall state whether Durham was in full compliance with the walk-through requirement during the relevant quarter,

and any actions taken to correct or prevent excessive school bus idling during any walk-through. Each report shall identify any instances where Respondent failed to satisfy the walk-through requirement. For each such instance, the report shall identify the Durham Location being reported on, and the date and time that the walk-through requirement was not performed in accordance with Paragraph D.1, and shall provide an explanation for the nonperformance, and the steps taken to resolve the nonperformance.

4. Respondent shall commence implementation of the walk-through requirement set out in Paragraph D.1 above within 60 days of the effective date of this CAFO and shall thereafter implement the walk-through requirement for a period of 10 months.

Project 2: Early Retirement/Replacement of Buses:

A. SEP Description and Schedule:

1. Respondent shall perform and satisfactorily complete a SEP involving the expenditure of at least \$265,000 on the permanent early retirement of buses specified in Appendix A to this Attachment 2, and the replacement of such buses in the Respondent's fleet with new buses. While the replacement of buses is necessary to complete the SEP, the SEP costs and expenditures to be credited for this project pursuant to this CAFO are only those related to the retirement of buses, as shown on Appendix A. The objective of this Project is to replace older buses that have less emission control equipment, and thus produce higher emissions, with buses which have current emission control technology and produce fewer emissions. The SEP is intended to reduce emissions from Respondent's school buses.

2. Respondent's "performance and satisfactory completion" of the SEP means that Respondent shall perform or ensure the performance of the SEP in accordance with the

terms and schedules set out in this Attachment 2. Respondent shall retire, with EPA approval, the buses specified in Appendix A, which are from model years 1999 and 2000, by no later than August 15, 2012, and shall replace such buses with new buses from the current model year (the "Replacement Buses") by no later than August 15, 2012.

Unless due to a force majeure event, as specified in Attachment 3 to the CAFO, Respondent shall operate the Replacement Buses in New England locations for at least 3 years.

3. Respondent shall ensure that at least 5 of the Replacement Buses are placed for use in each of the following school districts: Worcester, Massachusetts; Storrs/Mansfield, Connecticut; and Johnston, Rhode Island. Unless due to a force majeure, as specified in Attachment 3, Respondent shall operate 5 Replacement Buses in each of the above-referenced school districts for at least 3 years.

4. EPA will credit the value of each bus being retired as provided on Appendix A to this Attachment 2.

5. Respondent shall provide reports to EPA regarding implementation of Project 2 as part of the periodic reporting required by Paragraph 46 of the CAFO.

B. SEP Reporting and Completion

1. Respondent's reports on Project 2 shall contain the following information:
 - a. a summary of the current status of the SEP and what has been accomplished regarding the SEP during the quarter; and
 - b. a summary of any problems encountered that may impact the implementation schedules, and the steps taken to remedy the problem(s);
 - c. For each bus being retired pursuant to this Project 2, documentary

evidence (including photographic or videographic evidence) that the bus has been taken out of service permanently, a copy of the title for the specific bus identified as “scrap”, a bill of sale from the business that has demolished the bus, and an affidavit from an authorized official of Respondent demonstrating that, but for this project, Respondent anticipated that the bus would have been kept in service by Respondent for at least one additional school year.

- d. For each Replacement Bus being introduced to service pursuant to this Project 2, documentation of the current model year of the bus and documentation of the school district into which the bus was placed.

2. Respondent’s SEP Completion Report shall be submitted in accordance with Paragraph 46 of the CAFO. The SEP Completion Report and the final Attachment 1 implementation report may be submitted as parts of the same document, or as separate documents, but must be submitted in accordance with the terms of the CAFO.

Attachment 3:
Force Majeure

A. "Force Majeure" for purposes of this CAFO, is defined as any event arising from causes entirely beyond the control of Respondent, including its contractors and subcontractors, that delays or prevents the timely performance of a SEP under this CAFO notwithstanding Respondent's best efforts to avoid the delay. Force Majeure includes, with respect to Project 2 of Attachment 2: (1) an event in which Respondent's contract with a school district has expired and not been renewed, necessitating movement of a particular bus from the district in which it was originally placed; and (2) an event in which, prior to Respondent's performance and satisfactory completion of Project 2, Respondent receives notice that its contract with a school district will not be renewed. "Best efforts" include anticipating any potential Force Majeure event and addressing the effects of any such event (a) as it is occurring, and (b) after it has occurred, such that the delay is minimized to the greatest extent possible, but "best efforts" does not require that Respondent submit a bid for any expiring or expired contract. Force Majeure does not include Respondent's financial inability to perform any action under a SEP.

B. If an event occurs which causes or may cause Respondent to fail to fully comply in a timely manner with any provision of a SEP, Respondent shall provide written notice via electronic mail and overnight mail to EPA within seven (7) days of when Respondent first knew or should have known of the event. In the notice, Respondent shall specifically reference this Force Majeure Attachment 3, and describe the expected length of time the delay or impediment to performance may persist; the known or suspected causes of the delay or impediment; the measures taken or to

be taken by Respondent to prevent or minimize the delay or impediment; and the timetable by which those measures will be implemented by Respondent.

C. Failure by Respondent to fully comply with the notice requirements set out in Paragraph B, above, shall render the remainder of this Attachment 3 void and of no effect as to the particular event involved, and shall constitute a waiver of Respondent's rights under this CAFO to obtain an extension of time based on such event.

D. If EPA agrees that Respondent's failure to comply with a provision of a SEP is attributable to Force Majeure, EPA and Respondent shall stipulate in writing to an extension of time for, or to a modification of, the performance of the affected requirements of the SEP, with any extension of time not to exceed the amount of time lost due to the actual unavoidable delay resulting from such circumstances. Stipulated penalties shall not accrue for the number of days constituting the actual unavoidable delay caused by such circumstances.



AFFIDAVIT OF THOMAS E. MCBRIDE

I, Thomas E. McBride, Vice President, Operations, for National Express Corporation, the parent company of Durham School Services, Inc. ("Durham") which is located at 4300 Weaver Parkway in Warrenville, Illinois, declare under the penalties of perjury that:

1. Durham currently operates the vehicles identified in Exhibit A in Connecticut, Massachusetts and/or Rhode Island.
2. Neither before nor at any time after April 20, 2011 were the vehicles identified in Exhibit A designated for retirement in calendar years 2011 or 2012.
3. A true and accurate copy of Exhibit A is attached hereto.

Thomas E. McBride, on behalf of Durham School Services, Inc.

Before me personally appeared Thomas E. McBride, known to me to be the person who executed the foregoing as his free act and will.

Subscribed and sworn to before me this 13th day of March __, 2012.


Signature of Notary Public

My Commission Expires: 3/25/2014

Appendix A

VIN	CITY/TOWN	STATE	YEAR	Blue Book Retail	(+) Brakes	(+) A/C	Wholesale (b) Mileage	Total Retail Value	Blue Book Wholesale	(+) Brakes	(+) A/C	Wheelchair (b)	(*) Wheelchair (b)	Total Wholesale Value	Average of Retail and Wholesale	Deduction for Scrap Value	Average of Retail and Wholesale - Scrap Value	Scrap Vendor
1 1F0SE3F1Y1A7931	CUMBERLAND	RI	2000	\$9,300		\$330	\$1,450	\$11,080	\$6,800		\$300	\$850		\$7,950	\$5,485	(\$505)	\$3,680	Schmizer
2 1F0SE3F1Y1A7931	WALLINGFORD	CT	1999	\$8,100		\$330	\$1,170	\$9,570	\$5,600		\$180	\$720		\$6,500	\$3,135	(\$1,100)	\$4,400	Schmizer
3 1GDHG3JF3X1002609	EAST HAVEN	CT	1999	\$9,800				\$9,800	\$7,400					\$7,400	\$3,600	(\$1,100)	\$6,300	Corona Auto Parts
4 1GDHG3JF3X1002625	EAST HAVEN	CT	1999	\$9,800				\$9,800	\$7,400					\$7,400	\$3,600	(\$1,100)	\$6,300	Corona Auto Parts
5 1GDHG3JF3X1002603	EAST HAVEN	CT	1999	\$9,800				\$9,800	\$7,400					\$7,400	\$3,600	(\$1,100)	\$6,300	Corona Auto Parts
6 1GDHG3JF3X1008987	EAST HAVEN	CT	1999	\$9,800				\$9,800	\$7,400					\$7,400	\$3,600	(\$1,100)	\$6,300	Corona Auto Parts
7 1GDHG3JF3X1166921	EAST HAVEN	CT	1999	\$9,800				\$9,800	\$7,400					\$7,400	\$3,600	(\$1,100)	\$6,300	Corona Auto Parts
8 1GDG3JF1Y1237883	WORCESTER	MA	2000	\$11,700		\$330	\$1,450	\$13,480	\$8,100		\$300	\$850		\$10,190	\$11,835	(\$895)	\$11,030	Schmizer
9 1GDG3JF1Y1238115	WORCESTER	MA	2000	\$11,700		\$330	\$1,450	\$13,480	\$8,100		\$300	\$850		\$10,190	\$11,835	(\$895)	\$11,030	Schmizer
10 1HVB8AN0YH05410	MANFIELD	CT	2000	\$12,900		\$330		\$13,480	\$10,100				(\$1,750)	\$8,350	\$8,175	(\$1,100)	\$7,275	Corona Auto Parts
11 1HVB8AN0YH05426	WALLINGFORD	CT	2000	\$14,800	\$1,200		(\$2,900)	\$13,900	\$11,500	\$740			(\$850)	\$12,390	\$12,370	(\$1,100)	\$11,270	Corona Auto Parts
12 1HVB8AN1X062665	ROCKY HILL	CT	1999	\$11,900	\$1,100		(\$2,800)	\$10,200	\$9,300	\$850			(\$1,750)	\$9,230	\$9,165	(\$1,100)	\$8,065	Corona Auto Parts
13 1HVB8AN1X062665	MANFIELD	CT	1999	\$11,900	\$1,100		(\$2,800)	\$10,200	\$9,300	\$850			(\$1,750)	\$9,230	\$9,165	(\$1,100)	\$8,065	Corona Auto Parts
14 1HVB8AN1YH05449	EAST HAVEN	CT	2000	\$14,800	\$1,200		(\$1,420)	\$14,380	\$11,500	\$740			(\$850)	\$11,360	\$12,970	(\$1,100)	\$11,270	Corona Auto Parts
15 1HVB8AN2X062657	MANFIELD	CT	1999	\$11,800	\$1,100		(\$2,800)	\$10,100	\$9,300	\$850			(\$1,750)	\$9,230	\$9,165	(\$1,100)	\$8,065	Corona Auto Parts
16 1HVB8AN2X062657	EAST HAVEN	CT	2000	\$14,800	\$1,200		(\$1,420)	\$14,380	\$11,500	\$740			(\$850)	\$11,360	\$12,970	(\$1,100)	\$11,270	Corona Auto Parts
17 1HVB8AN3X062666	WALLINGFORD	CT	1999	\$11,800	\$1,100		(\$2,800)	\$10,100	\$9,300	\$850			(\$1,750)	\$9,230	\$9,165	(\$1,100)	\$8,065	Corona Auto Parts
18 1HVB8AN3X062666	WALLINGFORD	CT	1999	\$11,800	\$1,100		(\$2,800)	\$10,100	\$9,300	\$850			(\$1,750)	\$9,230	\$9,165	(\$1,100)	\$8,065	Corona Auto Parts
19 1HVB8AN3X062667	WALLINGFORD	CT	1999	\$11,800	\$1,100		(\$2,800)	\$10,100	\$9,300	\$850			(\$1,750)	\$9,230	\$9,165	(\$1,100)	\$8,065	Corona Auto Parts
20 1HVB8AN3X062667	ROCKY HILL	CT	1999	\$11,800	\$1,100		(\$2,800)	\$10,100	\$9,300	\$850			(\$1,750)	\$9,230	\$9,165	(\$1,100)	\$8,065	Corona Auto Parts
21 1HVB8AN3X062667	ROCKY HILL	CT	1999	\$11,800	\$1,100		(\$2,800)	\$10,100	\$9,300	\$850			(\$1,750)	\$9,230	\$9,165	(\$1,100)	\$8,065	Corona Auto Parts
22 1HVB8AN3X062667	ROCKY HILL	CT	2000	\$14,800	\$1,200		(\$2,800)	\$13,800	\$11,500	\$740			(\$850)	\$10,440	\$10,340	(\$1,100)	\$9,240	Corona Auto Parts
23 1HVB8AN3X062662	ROCKY HILL	CT	1999	\$11,900	\$1,100		(\$2,800)	\$10,200	\$9,300	\$850			(\$1,750)	\$9,230	\$9,165	(\$1,100)	\$8,065	Corona Auto Parts
24 1HVB8AN3X062662	ROCKY HILL	CT	1999	\$11,900	\$1,100		(\$2,800)	\$10,200	\$9,300	\$850			(\$1,750)	\$9,230	\$9,165	(\$1,100)	\$8,065	Corona Auto Parts
25 1HVB8AN3X062655	MANFIELD	CT	1999	\$11,900	\$1,100		(\$2,800)	\$10,200	\$9,300	\$850			(\$1,750)	\$9,230	\$9,165	(\$1,100)	\$8,065	Corona Auto Parts
26 1HVB8AN3X062655	MANFIELD	CT	1999	\$11,900	\$1,100		(\$2,800)	\$10,200	\$9,300	\$850			(\$1,750)	\$9,230	\$9,165	(\$1,100)	\$8,065	Corona Auto Parts
27 1HVB8AN3X062655	MANFIELD	CT	1999	\$11,900	\$1,100		(\$2,800)	\$10,200	\$9,300	\$850			(\$1,750)	\$9,230	\$9,165	(\$1,100)	\$8,065	Corona Auto Parts
28 1HVB8AN3X062655	MANFIELD	CT	2000	\$14,800	\$1,200		(\$2,800)	\$13,800	\$11,500	\$740			(\$850)	\$10,440	\$10,340	(\$1,100)	\$9,240	Corona Auto Parts
29 1HVB8AN3X062664	EAST HAVEN	CT	1999	\$11,900	\$1,100		(\$2,800)	\$10,200	\$9,300	\$850			(\$1,750)	\$9,230	\$9,165	(\$1,100)	\$8,065	Corona Auto Parts
30 HUZ6CPAAXXCA87456	MADISON	CT	1999	\$11,900	\$1,100		(\$2,800)	\$10,200	\$9,300	\$850			(\$1,750)	\$9,230	\$9,165	(\$1,100)	\$8,065	Corona Auto Parts
							Total	\$337,580						\$262,100	\$297,840	(\$32,115)	\$265,725	



AFFIDAVIT OF JOHN C. HARVEY

I, John C. Harvey, as Chief Financial Officer of Durham School Services LP (the "Company"), state that, based on the Company's accumulated federal net operating loss carry-forward and its currently projected net income for 2012, the Company expects as of the date hereof to have sufficient available federal net operating loss carry-forward to off-set any taxable income that may be reported on the 2012 tax return filing, including but not limited to income that could be realized from the sale of the buses listed in Appendix A to the Consent Agreement and Final Order in EPA Docket No. CAA 01-2011-0127 or any payments received from the scrapping of those buses.

Signature of John C. Harvey
Chief Financial Officer

Before me personally appeared John C. Harvey, known to me to be the person who executed the foregoing as his free act and will.

Subscribed and sworn to before me this 13th day of March, 2012.

Signature of Notary Public

My Commission Expires: 3/25/2014

4300 Weaver Parkway
Warrenville, IL 60555
Phone: 800.950.0485
www.durhamschoolservices.com



In the Matter of Durham School Services.
Docket No. CAA-01-2011-0127

CERTIFICATE OF SERVICE

I hereby certify that, on the date(s) referenced below, the foregoing Consent Agreement and Final Order was delivered in the manner stated to the following addressees:

**Original and One Copy by
Hand Delivery to:**

Wanda Santiago
Paralegal/ Regional Hearing Clerk
US EPA Region 1
5 Post Office Square, Suite 100 (ORA 18-1)
Boston, MA 02109-3912

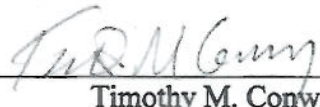
Date Delivered: 3/21/12

**Copy by Mail
to Respondent:**

Colin Van Dyke, Esq.
Mintz Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, MA 02111

Date Delivered: 3/21/12

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