

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-8

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

PRMA-FIX ENVIRONMENTAL SERVICES, INC.

(Exact name of registrant as specified in its charter)

Delaware

58-1954497

(State of Incorporation)

(I.R.S. Employer Identification No.)

1940 Northwest 67th Place, Suite A, Gainesville, Florida 32653

(Address of principal executive offices) (Zip Code)

Consulting Agreement with C. Lee Daniel, Jr.
Consulting Agreement with Rita D. Durocher
Consulting Agreement with Sam Elam
Consulting Agreement with R. Keith Fetter
Consulting Agreement with John Henderson
Consulting Agreement with Robert Hicks
Consulting Agreement with Dr. Jeffrey Sherman
Consulting Agreement with Gary Thomas

(Full Titles of Plans)

Richard T. Kelecy, Chief Financial Officer
1940 Northwest 67th Place, Suite A
Gainesville, Florida 32653
(352) 373-4200

(Name, address and telephone number of agent for service)

<TABLE>

<CAPTION>

Title of securities to be registered	Amount to be registered	Proposed maximum offering price per share (2)	Proposed maximum aggregate offering price (2)	Amount of registration fee (2)
<S>	<C>	<C>	<C>	<C>
Common Stock (\$.001 par value)	176,912	\$1.6875	\$298,539.00	\$102.94

<FN>

(1) The 176,912 shares of Common Stock to be registered represent the anticipated maximum number of shares which are to be issued pursuant to Perma-Fix Environmental Services, Inc.'s following employee benefit plans: Consulting Agreement with C. Lee Daniel, Jr. ("Daniel Agreement") (12,500 shares); Consulting Agreement with Rita Durocher ("Durocher Agreement") (9,412 shares); Consulting Agreement with Sam Elam (11,000 shares);

Consulting Agreement with R. Keith Fetter ("Fetter Agreement") (62,500 shares); Consulting Agreement with John Henderson (45,000 shares); Consulting Agreement with Dr. Jeffrey Sherman ("Sherman Agreement") (20,000 shares); and, Consulting Agreement with Gary Thomas (13,000 shares). Under the terms of the Daniel Agreement, the Company shall issue 7,500 shares to Mr. Daniel along with up to an additional 5,000 shares, depending on the extent of services performed by Mr. Daniel and the fair market value of the Common Stock on the determination date (as described in the Daniel Agreement). Under the terms of the Durocher Agreement, the Company agreed to issue to Ms. Durocher that number of shares of the Company's Common Stock equal to an amount determined by dividing 20,000 by the closing bid price per share of the Company's Common Stock as of the date of the Durocher Agreement. On the date of the Durocher Agreement, November 1, 1996, the closing, bid price per share of the Company's Common Stock was \$2.125, yielding an issuance of 9,412 shares (rounded). Under the terms of the Sherman Agreement, if the Company completes the sale of a certain proprietary process ("Process") while Dr. Sherman is consulting pursuant to the Sherman Agreement, the Company agrees to issue to Dr. Sherman that number of shares of the Company's Common Stock equal to an amount determined by dividing 20,000 by the closing bid price per share of the Company's Common Stock as quoted in the NASDAQ on the date of completion of the sale by the Company of the Process ("Process Sale Date"), which could result in the issuance of 20,000 or fewer shares, assuming the fair market value of the Common Stock on the Process Sale Date is \$1.00 per share or greater. Under the terms of the Hicks Agreement, the Company shall issue shares of Common Stock to Mr. Hicks equal to an amount determined by dividing the amount of invoices received from Mr. Hicks for consulting services by the closing bid price of the Common Stock on the determination date (as described in the Hicks Agreement), with the number of shares of Common Stock issued to Mr. Hicks not to exceed 3,500. Under the terms of the Thomas Agreement, the Company agrees to issue 13,000 shares of Common Stock to Mr. Thomas for consulting services ("Thomas Shares"), however, if on the date that is six months from the date of the Thomas Agreement or upon Mr. Thomas' resale of the Thomas Shares in an open market transaction, the fair market value of such shares exceeds \$21,500, Mr. Thomas shall pay to the Company the difference between the fair market value of the Thomas Shares and \$21,500. If the fair market value of the Thomas Shares does not equal or exceed \$21,500 at any time from the date of filing of this Form S-8 until the date six months from the date of the Thomas Agreement, the Company shall pay to Mr. Thomas the difference between \$21,500 and the highest fair market value of the Thomas Shares during such period.

(2) In accordance with Rule 457(c) and (h), the maximum offering price and the calculation of the registration fee are based upon the basis of the average bid and asked prices for the Common Stock on December 12, 1996, of \$1.6875, as reported on the National Association of Securities Dealers Automated Quotation System.

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PART II. INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by the Registrant with the Securities and Exchange Commission are incorporated herein by reference:

(a) Annual Report on Form 10-K for the fiscal year ended December 31, 1995;

(b) All other reports filed pursuant to Sections 13(a) or 15(d) of

the Exchange Act since the end of the fiscal year covered by the Annual Report on Form 10-K referred to in (a) above;

(c) Description of the Registrant's Common Stock set forth in the Registrant's Form S-1 Registration Statement, dated September 11, 1992, Commission File No. 33-51874.

All documents filed by the Registrant pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") subsequent to the date of this Registration Statement and prior to the filing of a post-effective amendment, which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such documents (such documents, and the documents listed above, being hereinafter referred to as "Incorporated Documents"). Any statement contained in an Incorporated Document shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed Incorporated Document modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

The class of securities to be offered is registered under Section 12 of the Exchange Act.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

The Registrant's Restated Certificate of Incorporation provides for the indemnification by the Registrant of its directors and officers to the full extent permitted by Section 145 of the General Corporation Law of the State of Delaware (or any similar provision or provisions of applicable law at the time in effect). This indemnification is not deemed exclusive of any other rights to which those seeking indemnification might be entitled under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office. This indemnification will continue as to such person who was a director or officer of the Registrant, but has ceased to be a director or officer and inures to the benefit of the heirs, executors and administrators of such person.

Effective as of November 26, 1991, the Restated Certificate of Incorporation of the Registrant was amended to, among other things, limit the liability of its directors to the corporation or its stockholders for any monetary damages for breaches of fiduciary duty as a director. Under the Registrant's Restated Certificate of Incorporation, as amended, and as permitted under the Delaware General Corporation Law, directors are not liable to the Registrant or its stockholders for monetary damages arising from a breach of their fiduciary duties as directors. Such provision, however, does not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Registrant or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) under Section 174 of the Delaware General Corporation Law (relating to liability of directors for unlawful payment of dividend or unlawful stock purchase or redemption); or (iv) for any transaction from which the director derived an improper personal benefit. The director's limitations of

liability described above may not limit a director's liability for violation of, or otherwise relieve the Registrant or its directors from complying with, federal or state securities laws or affect the availability of equitable remedies, such as injunctive relief or rescission. However, as a practical matter, equitable remedies may not be available in all situations, and there may be instances in which no effective remedy is available at all.

Item 7. Exemption from Registration Claimed

Not applicable.

Item 8. Exhibits

<TABLE>

<CAPTION

Exhibit

Number

Description of Document

<u><S></u>	<u><C></u>
3.1	Restated Certificate of Incorporation, as amended, and all Certificates of Designations, incorporated by reference from Exhibit 3(i) from the Company's Form 10-Q for the quarter dated June 30, 1996.
3.2	Bylaws of the Registrant.(1)
3.3	Specimen Common Stock Certificate.(1)
5.1	Opinion of Conner & Winters, P.C.
23.1	Consent of Conner & Winters, P.C. (incorporated into Exhibit 5.1 hereto).
23.2	Consent of Arthur Andersen LLP.
23.3	Consent of Coopers & Lybrand L.L.P.
24.1	Powers of Attorney (included on signature page).
99.1	Consulting Agreement with C. Lee Daniel, Jr.
99.2	Consulting Agreement with Rita D. Durocher.
99.3	Consulting Agreement with Sam Elam.
99.4	Consulting Agreement with R. Keith Fetter.
99.5	Consulting Agreement with John Henderson.
99.6	Consulting Agreement with Robert Hicks.
99.7	Consulting Agreement with Dr. Jeffrey Sherman.
99.8	Consulting Agreement with Gary Thomas.

<FN>

(1) Filed as an exhibit to the Registration Statement on Form S-1 (Registration No. 33-51874), filed on September 11, 1992, or amendments thereto, and incorporated herein by reference.

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Item 9. Undertakings.

The Registrant hereby undertakes:

- (a) To file, during any period in which offers or sales are being made of the securities registered hereby, a post-effective amendment to this Registration Statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933, as amended (the "Securities Act");
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement; and
 - (iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;
- provided, however, that the undertakings set forth in paragraphs (a) (i) and (a) (ii) above do not apply if the Registration Statement is on Form S-3 or Form S-8 and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.
- (b) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
 - (c) To remove from registration by means of a post-effective amendment any of the securities being registered remaining unsold at the termination of the offering.
 - (d) That, for purpose of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in this Registration Statement shall be deemed to be a new Registration Statement relating to the Securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
 - (e) To deliver, or cause to be delivered with the prospectus, to each person to whom the prospectus is sent or given, the latest annual report to security holders that is incorporated by reference in the prospectus and furnished pursuant to and meeting the requirements of Rule 14a-3 or Rule 14c-3 under the Exchange Act; and, where interim financial information required to be presented by Article 3 of Regulation S-X are not set forth in the prospectus, to deliver, or cause to be delivered, to each person to whom the prospectus is sent or given, the latest quarterly report that is specifically incorporated in the prospectus to provide such interim financial information.
 - (f) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and con-

trolling persons of the Registrant pursuant to the provisions of the Restated Certificate of Incorporation or Bylaws of the Registrant and the provisions of the laws of the State of Delaware described in Item 6, above, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expense incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Atlanta, State of Georgia, on the 12th day of December, 1996.

PERMA-FIX ENVIRONMENTAL
SERVICES, INC.

By: /s/ Dr. Louis F. Centofanti

Dr. Louis F. Centofanti
Chairman of the Board,
Chief Executive Officer
and President

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS that each person whose signature appears below hereby constitutes and appoints Dr. Louis F. Centofanti as his true and lawful attorney-in-fact and agent, with full power of substitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might or could do them in person, hereby ratifying and confirming all that said attorney-in-fact and agent or any of them, or their or his substitute or substitutes, shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Form S-8 Registration Statement has been signed below by the following persons on behalf of the registrant and in capacities and on the dates indicated.

/s/ Dr. Louis F. Centofanti

December 12, 1996

Date: _____

Dr. Louis F. Centofanti
Chairman of the Board,
Chief Executive Officer and President

/s/ Richard T. Kelecy

December 12, 1996

Date: _____

Richard T. Kelecy
Chief Financial Officer

/s/ Mark A. Zwecker

December 12, 1996

Date: _____

Mark A. Zwecker
Director

/s/ Steve Gorlin

December 12, 1996

Date: _____

Steve Gorlin
Director

/s/ Jon Colin

December 12, 1996

Date: _____

Jon Colin
Director

<TABLE>
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EXHIBIT INDEX

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23.2	Consent of Arthur Andersen LLP.	13
23.3	Consent of Coopers & Lybrand L.L.P.	14
24.1	Powers of Attorney (included on signature page).	*
99.1	Consulting Agreement with C. Lee Daniel, Jr.	15
99.2	Consulting Agreement with Rita D.	

	Durocher.	20
99.3	Consulting Agreement with Sam Elam.	25
99.4	Consulting Agreement with R. Keith Fetter.	29
99.5	Consulting Agreement with John Henderson.	34
99.6	Consulting Agreement with Robert Hicks.	39
99.7	Consulting Agreement with Dr. Jeffrey Sherman.	44
99.8	Consulting Agreement with Gary Thomas.	48

<FN>

(1) Filed as an exhibit to the Registration Statement on Form S-1 (Registration No. 33-51874), filed on September 11, 1992, or amendments thereto, and incorporated herein by reference.

</FN>

</TABLE>

CONNER & WINTERS
A PROFESSIONAL CORPORATION

LAWYERS

One Leadership Square
211 North Robinson, Suite 1700
Oklahoma City, Oklahoma 73102-7101
(405) 272-5711
FAX (405) 232-2695

December 13, 1996

Perma-Fix Environmental Services, Inc.
1940 Northwest 67th Place
Gainesville, Florida 32606

Re: Perma-Fix Environmental Services, Inc.; Form S-8
Registration Statement; Our File No. 7034.1

Gentlemen:

We are delivering this opinion to you in connection with the preparation and filing with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Act"), of the Registration Statement on Form S-8 (the "Registration Statement") of Perma-Fix Environmental Services, Inc., a Delaware corporation (the "Company"), for the listing of 176,912 shares of the Company's Common Stock, \$.001 par value (the "Common Stock"), to be issued by the Company pursuant to the Company's following employee benefit plans: Consulting Agreement with C. Lee Daniel, Jr. (12,500 shares); Consulting Agreement with Rita Durocher (9,412 shares); Consulting Agreement with Sam Elam (11,000 shares); Consulting Agreement with R. Keith Fetter (62,500 shares); Consulting Agreement with John Henderson (45,000 shares); Consulting Agreement with Robert Hicks (3,500 shares); Consulting Agreement with Dr. Jeffrey Sherman (20,000 shares); and, Consulting Agreement with Gary Thomas (13,000 shares).

In connection with this opinion, the undersigned has examined and relied upon such corporate records, certificates, other documents and questions of law, as we have considered necessary or appropriate for the purposes of this opinion, including, but not limited to, the following:

- (a) Consulting Agreement, dated November 1, 1996, between the Company and C. Lee Daniel, Jr.;

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- (b) Consulting Agreement, dated November 1, 1996, between the Company and Rita D. Durocher;
- (c) Consulting Agreement, dated November 1, 1996, between the Company and Sam Elam;
- (d) Consulting Agreement, dated November 1, 1996,

between the Company and R. Keith Fetter;

- (e) Consulting Agreement, dated November 8, 1996, between the Company and John Henderson;
- (f) Consulting Agreement, dated November 1, 1996, between the Company and Robert Hicks;
- (g) Consulting Agreement, dated November 1, 1996, between the Company and Dr. Jeffrey Sherman;
- (h) Consulting Agreement, dated September 16, 1996, between the Company and Gary Thomas;
- (i) Unanimous Written Consent of the Board of Directors of the Company, dated November 18, 1996;
- (j) Registration Statement; and
- (k) Summary Information regarding Consulting Agreements with C. Lee Daniel, Jr., Rita D. Durocher, Sam Elam, R. Keith Fetter, John Henderson, Robert Hicks, Dr. Jeffrey Sherman, and Gary Thomas.

In our examination, we have assumed the genuineness of all signatures, the legal capacity of all persons, the authenticity of all documents submitted as originals, the conformity with the original documents of all documents submitted as certified or photostatic copies, and the authenticity of the originals of such copies. We have further assumed that the recipient of the shares of the Company's Common Stock under the respective Consulting Agreements will have completed the required services and provided bona fide consulting services for such shares and that none of the consulting services to be rendered by the recipient are in connection with the offer or sale of securities or in a capital-raising transaction, and that any shares of the Company's Common Stock to be issued pursuant to the respective Consulting Agreements will have been registered in accordance with the Securities Act of 1933, as amended, absent the application of an exemption from registration, prior to the issuance of such shares.

Perma-Fix Environmental Services, Inc.
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In reliance upon and based on such examination and review, we are of the following opinions:

1. The 12,500 shares of Common Stock which may be issued pursuant to the Consulting Agreement with C. Lee Daniel Jr. will constitute, when issued pursuant to the terms of such Consulting Agreement, duly authorized, validly issued, fully paid and nonassessable shares of Common Stock of the Company.
2. The 9,412 shares of Common Stock which may be issued pursuant to the Consulting Agreement with Rita D. Durocher will constitute, when issued pursuant to the terms of such Consulting Agreement, duly authorized, validly issued, fully paid and nonassessable shares of Common Stock of the Company.

3. The 11,000 shares of Common Stock which may be issued pursuant to the Consulting Agreement with Sam Elam will constitute, when issued pursuant to the terms of such Consulting Agreement, duly authorized, validly issued, fully paid and nonassessable shares of Common Stock of the Company.
4. The 62,500 shares of Common Stock which may be issued pursuant to the Consulting Agreement with R. Keith Fetter will constitute, when issued pursuant to the terms of such Consulting Agreement, duly authorized, validly issued, fully paid and nonassessable shares of Common Stock of the Company.
5. The 45,000 shares of Common Stock which may be issued pursuant to the Consulting Agreement with John Henderson will constitute, when issued pursuant to the terms of such Consulting Agreement, duly authorized, validly issued, fully paid and nonassessable shares of Common Stock of the Company.
6. The 3,500 shares of Common Stock which may be issued pursuant to the Consulting Agreement with Robert Hicks will constitute, when issued pursuant to the terms of such Consulting Agreement, duly authorized, validly issued, fully paid and nonassessable shares of Common Stock of the Company.
7. The 20,000 shares of Common Stock which may be issued pursuant to the Consulting Agreement with Dr. Jeffrey Sherman will constitute, when issued pursuant to the terms of such Consulting Agreement, duly authorized, validly issued, fully paid and nonassessable shares of Common Stock of the Company.

Perma-Fix Environmental Services
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8. The 13,000 shares of Common Stock which may be issued pursuant to the Consulting Agreement with Gary Thomas will constitute, when issued pursuant to the terms of such Consulting Agreement, duly authorized, validly issued, fully paid and nonassessable shares of Common Stock of the Company.

We hereby consent to the filing of this opinion as Exhibit 5 to said Registration Statement.

Sincerely,

CONNER & WINTERS, P.C.

/s/ Conner & Winters, P.C.

IHS:plh

BALL:\N-P\PEPSI\S-8\11-96\EDGAR\EXHIB5.1

CONSENT OF INDEPENDENT ACCOUNTANTS

We consent to the incorporation by reference in the registration statement of Perma-Fix Environmental Services, Inc. on Form S-8 of our report dated March 30, 1994, on our audit of the consolidated financial statement schedules of Perma-Fix Environmental Services, Inc. as of December 31, 1993, and for the year ended December 31, 1993, which report is included in the Annual Report on Form 10-K for the year ended December 31, 1995.

/s/ Coopers & Lybrand L.L.P.
Coopers & Lybrand L.L.P.

Atlanta, Georgia
December 9, 1996

CONSENT OF INDEPENDENT ACCOUNTANTS

We consent to the incorporation by reference in the registration statement of Perma-Fix Environmental Services, Inc. on Form S-8 of our report dated March 30, 1994, on our audit of the consolidated financial statement schedules of Perma-Fix Environmental Services, Inc. as of December 31, 1993, and for the year ended December 31, 1993, which report is included in the Annual Report on Form 10-K for the year ended December 31, 1995.

/s/ Coopers & Lybrand L.L.P.
Coopers & Lybrand L.L.P.

Atlanta, Georgia
December 9, 1996

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "Agreement") is made this 16th day of September, 1996, by and between PERMA-FIX ENVIRONMENTAL SERVICES, INC., a Delaware corporation (the "Company"), and GARY THOMAS, an individual ("Thomas").

W I T N E S S E T H:

WHEREAS, Thomas is experienced in connection with providing substitute fuels for cement kilns;

WHEREAS, the Company wishes to engage Thomas as an independent, outside consultant to the Company, and Thomas desires to accept such engagement, pursuant to the terms and conditions of this Agreement;

WHEREAS, in consideration for such engagement, the parties desire to provide for the issuance of shares of the Company's Common Stock, par value \$.001 per share ("Common Stock"), on terms and subject to the conditions hereinafter set forth;

WHEREAS, the parties intend this Agreement to constitute an "Employee Benefit Plan", as such term is defined under Rule 405 of the Securities Act of 1933, as amended; and,

WHEREAS, the parties do not intend that this Agreement qualify under Section 401 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Engagement of Thomas. The Company does hereby engage Thomas, and Thomas does hereby accept such engagement, as an outside, independent consultant to provide the following consulting services for the Company:

(a) Assist and advise the Company on raw materials for cement kilns;

(b) Assist and advise the Company on the burning of hazardous and non-hazardous waste by cement kilns as fuels; and,

(c) Such other consulting services to be performed on behalf of the Company as reasonably requested by the Chairman of the Board or Chief Executive Officer of the Company.

Provided, however, that Thomas shall render bona fide consulting services to the Company under this Agreement, and none of the services to be rendered by Thomas hereunder shall be in connection with the offer or sale of securities or in a capital-raising transaction.

2. Term. Thomas will provide the above consulting services for the Company under this Agreement for a period of six (6) months from the date of this Agreement.

3. Compensation. In consideration of Thomas providing the consulting services under this Agreement, the Company agrees to issue to Thomas 13,000 shares of the Company's Common Stock (the

"Shares") within ten (10) business days from the date that the Company's Form S-8 (as defined below) registering the Shares under the Securities Act of 1933, as amended (the "Act"), becomes effective with the Securities and Exchange Commission ("Commission"). The Company shall use reasonable efforts to register the Shares to be issued to Thomas under this Agreement on a Form S-8 Registration Statement ("Form S-8") under the Act as soon as reasonably practicable. Thomas shall not be entitled to any cash compensation for his consulting services rendered under this Agreement. Thomas' compensation for his services rendered hereunder shall solely consist of the Shares, except as otherwise expressly provided herein. If on the date that Thomas sells, transfers or disposes of the Shares in an open market transaction, or on the date that is six (6) months from the date hereof, whichever event occurs first (the "Determination Date"), the Shares shall have a Fair Market Value (as defined below) greater than \$21,500, Thomas shall, within ten (10) days from the Determination Date, pay to the Company the difference between the Fair Market Value and \$21,500. In the event the Fair Market Value of the Shares does not equal or exceed \$21,500 at any time from the date that the Form S-8 is filed with the Commission and ending six (6) months from the date of this Agreement, then the Company shall, within ten (10) business days after the expiration of six (6) months from the date of this Agreement, pay to Thomas the difference between \$21,500 and the highest Fair Market Value of the Shares during such period. For the purposes of this Agreement, the term "Fair Market Value" shall mean, on any day, the sum determined by multiplying the closing price (as defined herein) per share of the Company's Common Stock by 13,000. The "closing price" shall be the reported closing bid price regular way on the National Association of Securities Dealers Automated Quotation System ("NASDAQ") or, if the Company's Common Stock is not listed or admitted to trading on the NASDAQ, the average of the closing bid and asked prices in the over-the-counter market as furnished by any New York Stock Exchange member firm reasonably selected from time to time by the Company's Board of Directors.

4. Confidential Information.

(a) For a one (1) year period following the date of the Agreement, (i) Thomas shall hold, in a fiduciary capacity for the benefit of the Company and all subsidiaries of the Company, all secret or confidential information, knowledge or data relating to the Company and all subsidiaries of the Company or any of their affiliated companies and their respective businesses, which shall have been obtained by Thomas at any time and which shall not be public knowledge (other than by acts of Thomas or his representatives in violation of this Agreement), including, without limitation, customer lists, bid proposals, insurance matters, contracts, matters subject to litigation and information regarding periods and environmental applications, and (ii) Thomas shall

not, without the prior written consent of the Company, communicate or divulge any such information, knowledge or data to anyone other than the Company and those designated by it.

(b) Injunctive Relief. In the event of a breach by Thomas of any of the terms or provisions of this Section 4, the Company shall be entitled to an injunction to prevent irreparable injury to it or any of its subsidiaries or any of its affiliates. Nothing shall be construed as prohibiting the Company from pursuing any other remedies (at law or in equity) available to it for such breach, including, but not limited to, recovery of damages, attorney's fees and other costs.

5. Miscellaneous.

(a) Assignment and Binding Effect. The respective rights and obligations of the parties under this Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and permitted assigns; provided, however, that neither party hereto shall assign its rights hereunder without the prior written consent of the other party.

(b) Governing Law. This Agreement shall be governed as to its validity, interpretation and effect by the laws of the State of Delaware.

(c) Entire Agreement; Amendments. This Agreement constitutes the entire agreement and understanding of the Company and Thomas with respect to the terms of Thomas' consultancy relationship with the Company and supersedes all prior discussions, understandings and agreements with respect to such consultancy relationship. This Agreement may not be amended unless by the mutual written consent of all of the parties hereto.

(d) Captions. All captions and headings used herein are for convenient reference only and do not form part of this Agreement.

(e) Waiver. The waiver of a breach of any term or provision of this Agreement shall not operate as, or be construed to be, a waiver of any other or subsequent breach of this Agreement.

(f) Notices. Any notice or communication required or permitted under this Agreement shall be made in writing and shall be delivered by hand, or mailed by registered or certified mail, return receipt requested, or first class postage prepaid, addressed as follows:

if to Thomas, to: Gary Thomas
HCR 65, Box 64
Pryor, Oklahoma 74361-9611

if to the Company to: Perma-Fix Environmental
Services, Inc.
1940 Northwest 67th Place,
Suite A
Gainesville, Florida 32653
Attn: Dr. Louis F. Centofanti,
Chairman

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same Agreement.

(h) Legal and Tax Effects. This Agreement is not qualified under Section 401 of the Internal Revenue Code of 1986, as amended. Thomas understands that the Company is not provided any legal or tax advice regarding this Agreement and that Thomas is to consult with his legal and tax consultants regarding this Agreement.

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Gary Thomas

PERMA-FIX ENVIRONMENTAL
SERVICES, INC.

By: _____
Dr. Louis F. Centofanti
Chairman of the Board and
Chief Executive Officer

BALL:\N-P\PESI\S-8\11-96\EDGAR\EXHIB99.8

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "Agreement") is made this 16th day of September, 1996, by and between PERMA-FIX ENVIRONMENTAL SERVICES, INC., a Delaware corporation (the "Company"), and GARY THOMAS, an individual ("Thomas").

W I T N E S S E T H:

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WHEREAS, the Company wishes to engage Thomas as an independent, outside consultant to the Company, and Thomas desires to accept such engagement, pursuant to the terms and conditions of this Agreement;

WHEREAS, in consideration for such engagement, the parties desire to provide for the issuance of shares of the Company's Common Stock, par value \$.001 per share ("Common Stock"), on terms and subject to the conditions hereinafter set forth;

WHEREAS, the parties intend this Agreement to constitute an "Employee Benefit Plan", as such term is defined under Rule 405 of the Securities Act of 1933, as amended; and,

WHEREAS, the parties do not intend that this Agreement qualify under Section 401 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

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(c) Such other consulting services to be performed on behalf of the Company as reasonably requested by the Chairman of the Board or Chief Executive Officer of the Company.

Provided, however, that Thomas shall render bona fide consulting services to the Company under this Agreement, and none of the services to be rendered by Thomas hereunder shall be in connection with the offer or sale of securities or in a capital-raising transaction.

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CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "Agreement") is made this 16th day of September, 1996, by and between PERMA-FIX ENVIRONMENTAL SERVICES, INC., a Delaware corporation (the "Company"), and GARY THOMAS, an individual ("Thomas").

W I T N E S S E T H:

WHEREAS, Thomas is experienced in connection with providing substitute fuels for cement kilns;

WHEREAS, the Company wishes to engage Thomas as an independent, outside consultant to the Company, and Thomas desires to accept such engagement, pursuant to the terms and conditions of this Agreement;

WHEREAS, in consideration for such engagement, the parties desire to provide for the issuance of shares of the Company's Common Stock, par value \$.001 per share ("Common Stock"), on terms and subject to the conditions hereinafter set forth;

WHEREAS, the parties intend this Agreement to constitute an "Employee Benefit Plan", as such term is defined under Rule 405 of the Securities Act of 1933, as amended; and,

WHEREAS, the parties do not intend that this Agreement qualify under Section 401 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Engagement of Thomas. The Company does hereby engage Thomas, and Thomas does hereby accept such engagement, as an outside, independent consultant to provide the following consulting services for the Company:

(a) Assist and advise the Company on raw materials for cement kilns;

(b) Assist and advise the Company on the burning of hazardous and non-hazardous waste by cement kilns as fuels; and,

(c) Such other consulting services to be performed on behalf of the Company as reasonably requested by the Chairman of the Board or Chief Executive Officer of the Company.

Provided, however, that Thomas shall render bona fide consulting services to the Company under this Agreement, and none of the services to be rendered by Thomas hereunder shall be in connection with the offer or sale of securities or in a capital-raising transaction.

2. Term. Thomas will provide the above consulting services for the Company under this Agreement for a period of six (6) months from the date of this Agreement.

3. Compensation. In consideration of Thomas providing the consulting services under this Agreement, the Company agrees to issue to Thomas 13,000 shares of the Company's Common Stock (the

"Shares") within ten (10) business days from the date that the Company's Form S-8 (as defined below) registering the Shares under the Securities Act of 1933, as amended (the "Act"), becomes effective with the Securities and Exchange Commission ("Commission"). The Company shall use reasonable efforts to register the Shares to be issued to Thomas under this Agreement on a Form S-8 Registration Statement ("Form S-8") under the Act as soon as reasonably practicable. Thomas shall not be entitled to any cash compensation for his consulting services rendered under this Agreement. Thomas' compensation for his services rendered hereunder shall solely consist of the Shares, except as otherwise expressly provided herein. If on the date that Thomas sells, transfers or disposes of the Shares in an open market transaction, or on the date that is six (6) months from the date hereof, whichever event occurs first (the "Determination Date"), the Shares shall have a Fair Market Value (as defined below) greater than \$21,500, Thomas shall, within ten (10) days from the Determination Date, pay to the Company the difference between the Fair Market Value and \$21,500. In the event the Fair Market Value of the Shares does not equal or exceed \$21,500 at any time from the date that the Form S-8 is filed with the Commission and ending six (6) months from the date of this Agreement, then the Company shall, within ten (10) business days after the expiration of six (6) months from the date of this Agreement, pay to Thomas the difference between \$21,500 and the highest Fair Market Value of the Shares during such period. For the purposes of this Agreement, the term "Fair Market Value" shall mean, on any day, the sum determined by multiplying the closing price (as defined herein) per share of the Company's Common Stock by 13,000. The "closing price" shall be the reported closing bid price regular way on the National Association of Securities Dealers Automated Quotation System ("NASDAQ") or, if the Company's Common Stock is not listed or admitted to trading on the NASDAQ, the average of the closing bid and asked prices in the over-the-counter market as furnished by any New York Stock Exchange member firm reasonably selected from time to time by the Company's Board of Directors.

4. Confidential Information.

(a) For a one (1) year period following the date of the Agreement, (i) Thomas shall hold, in a fiduciary capacity for the benefit of the Company and all subsidiaries of the Company, all secret or confidential information, knowledge or data relating to the Company and all subsidiaries of the Company or any of their affiliated companies and their respective businesses, which shall have been obtained by Thomas at any time and which shall not be public knowledge (other than by acts of Thomas or his representatives in violation of this Agreement), including, without limitation, customer lists, bid proposals, insurance matters, contracts, matters subject to litigation and information regarding periods and environmental applications, and (ii) Thomas shall

not, without the prior written consent of the Company, communicate or divulge any such information, knowledge or data to anyone other than the Company and those designated by it.

(b) Injunctive Relief. In the event of a breach by Thomas of any of the terms or provisions of this Section 4, the Company shall be entitled to an injunction to prevent irreparable injury to it or any of its subsidiaries or any of its affiliates. Nothing shall be construed as prohibiting the Company from pursuing any other remedies (at law or in equity) available to it for such breach, including, but not limited to, recovery of damages, attorney's fees and other costs.

5. Miscellaneous.

(a) Assignment and Binding Effect. The respective rights and obligations of the parties under this Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and permitted assigns; provided, however, that neither party hereto shall assign its rights hereunder without the prior written consent of the other party.

(b) Governing Law. This Agreement shall be governed as to its validity, interpretation and effect by the laws of the State of Delaware.

(c) Entire Agreement; Amendments. This Agreement constitutes the entire agreement and understanding of the Company and Thomas with respect to the terms of Thomas' consultancy relationship with the Company and supersedes all prior discussions, understandings and agreements with respect to such consultancy relationship. This Agreement may not be amended unless by the mutual written consent of all of the parties hereto.

(d) Captions. All captions and headings used herein are for convenient reference only and do not form part of this Agreement.

(e) Waiver. The waiver of a breach of any term or provision of this Agreement shall not operate as, or be construed to be, a waiver of any other or subsequent breach of this Agreement.

(f) Notices. Any notice or communication required or permitted under this Agreement shall be made in writing and shall be delivered by hand, or mailed by registered or certified mail, return receipt requested, or first class postage prepaid, addressed as follows:

if to Thomas, to: Gary Thomas
HCR 65, Box 64
Pryor, Oklahoma 74361-9611

if to the Company to: Perma-Fix Environmental
Services, Inc.
1940 Northwest 67th Place,
Suite A
Gainesville, Florida 32653
Attn: Dr. Louis F. Centofanti,
Chairman

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same Agreement.

(h) Legal and Tax Effects. This Agreement is not qualified under Section 401 of the Internal Revenue Code of 1986, as amended. Thomas understands that the Company is not provided any legal or tax advice regarding this Agreement and that Thomas is to consult with his legal and tax consultants regarding this Agreement.

(j) Independent Contractor. Thomas is an independent contractor and is not, in any manner, an employee or agent of the Company or any subsidiary of the Company. Thomas may not bind the Company or any subsidiary of the Company in any manner whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement on the date first above written.

Gary Thomas

PERMA-FIX ENVIRONMENTAL
SERVICES, INC.

By: _____
Dr. Louis F. Centofanti
Chairman of the Board and
Chief Executive Officer

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W I T N E S S E T H:

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WHEREAS, the Company wishes to engage Thomas as an independent, outside consultant to the Company, and Thomas desires to accept such engagement, pursuant to the terms and conditions of this Agreement;

WHEREAS, in consideration for such engagement, the parties desire to provide for the issuance of shares of the Company's Common Stock, par value \$.001 per share ("Common Stock"), on terms and subject to the conditions hereinafter set forth;

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3. Compensation. In consideration of Thomas providing the consulting services under this Agreement, the Company agrees to issue to Thomas 13,000 shares of the Company's Common Stock (the

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