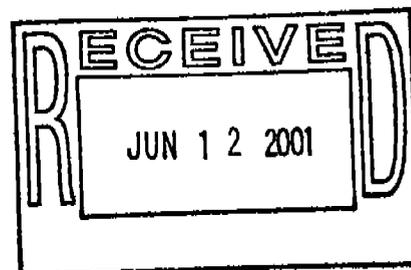


700 N. Eugene Street
Greensboro, NC 27401
www.pyramidenvironmental.com



(336) 335-3174
(888) 276-1771
Fax (336) 691-0648

June 6, 2001



Mr. George C. Matthis, Jr.
Head, Trust Fund Branch -UST Section
NC Dept. of Environment and Natural Resources
1637 Mail Service Center
Raleigh, NC 27699-9413

5

SUBJECT: APPEAL for Commercial Fund Reimbursement
Gate City Truck Repair (ARA / Smith's)
Greensboro, NC, Guilford Co.
NCDENR Incident # 10077

0301 Burnt Poplar Rd.

Appeal to Claim # 205
Amount Claimed: \$ 8,261.00
Amount Approved: \$ 5,474.00
Amount of Appeal: \$ 1,373.50
Amount Not Appealed: \$ 1,413.50

Dear Mr. Matthis:

On behalf of Lindley Property Trust, Pyramid Environmental has prepared this appeal for reimbursement from the Commercial UST Trust Fund. A copy of the May 2, 2001 NCDENR State Trust Fund Audit Letter is presented as **Attachment A** for your review. The following sections present pertinent information concerning the appeal of reasonable and necessary assessment costs for the site.

Task 1.020 *Amount Requested: \$1170.00; Amount Approved: \$130.00;*
Amount Appealed: \$ 0.00

Pyramid recognizes that Task 1.020 is primarily for area reconnaissance and receptor surveys, and the \$130 that was approved was for this specific task. The additional \$1040.00 that was claimed was for extra-ordinary project management costs. We recognize that project management costs are not normally reimbursed and were not pre-approved; therefore, we will not appeal this decision at this time; however, we wish to state that we believe these costs were reasonable and necessary. These costs resulted

from the confusion caused by Senate Bill 1159 and from unreasonable delays and unnecessary requirements by NCDENR regarding closure of this site.

Task 1.050 *Amount Requested: \$ 205.00; Amount Approved: \$ 200.00;*
Amount Appealed: \$ 0.00

This represented a minor overrun of the maximum rate and will not be appealed.

Task 6.171 *Amount Requested: \$ 800.00; Amount Approved: \$ 0.00;*
Amount Appealed: \$ 800.00

This claim amount is for a *Site Closure Report*, which was dated September 19, 2000. The reason given for denial was that the report did not meet minimum requirements for a Site Closure Report.

It is true that the report was brief and to the point and did not contain a lot of superfluous information that we did not consider necessary given the nature of the closure request. Obviously, NCDENR agreed that the report was sufficient and contained all necessary information to allow them to close the site because they did close the site on the basis of this report. If the report was insufficient, the specific insufficiencies should have been noted at the time the report was submitted and the site should not have been closed until those insufficiencies were corrected.

The value of a report should not be measured only by the number of pages or words. The costs of producing the closure report in terms of the time and expenses both to Pyramid and our client that were required to get to the point where the report could be written far exceeded the \$800 requested for this task.

If you reject this appeal I will personally rewrite the report to put it into the proper format (on my own time and at my own expense) because I believe our client deserves reimbursement. Since the site is already closed, this would seem to me to be a waste of both my time and yours so I hope you will reconsider.

Task 11.000 *Amount Requested: \$ 125.00; Amount Approved: \$ 75.00;*
Amount Appealed: \$ 0.00

Task 11.020 *Amount Requested: \$ 325.00; Amount Approved: \$ 100.00;*
Amount Appealed: \$ 225.00

This task was for the Access Agreement between Pyramid Environmental, Lindley Property Trust, and Mrs. Pauline Atkins to connect Mrs. Atkins' home to the municipal water system and disconnect her supply well. This agreement was the major obstacle that had to be overcome in order to get the risk level of the site lowered and close the incident. Given the NCDENR decision to require the well be closed (which we maintain was unreasonable and unnecessary), we had no choice but to do whatever was necessary to get her to agree to the closure.

Mrs. Atkins was very difficult and we had to go through several negotiating sessions before she finally agreed to let us put her on city water. I have attached draft versions of the access agreement documenting the various changes requested by Mrs. Atkins between May 12, 2000 and July 18, 2000, as well as copies of some of our correspondence with her. The actual costs to Pyramid and to our client in conducting these negotiations far exceed the \$325 requested for this task.

The fact that Trust Fund Reasonable Rates make no provision for difficult access agreements under these circumstances should be reconsidered. These costs were necessary to lower the risk and close the site and the state has received the benefit from these efforts. These costs should be reimbursed by the Trust Fund.

Task 11.030 *Amount Requested: \$ 280.00; Amount Approved: \$ 0.00;*
Amount Appealed: \$ 0.00

Pyramid did spend time getting multiple bids for the plumber under Task 11.050; however, when it became clear that the cost would be less than \$2000.00, we did not finalize the bidding process and submit bids to the state. We do not contest this reduction.

Task 11.050 *Amount Requested: \$ 2348.50; Amount Approved: \$ 2000.00;*
Amount Appealed: \$ 348.50

The reason given for reduction of this task was that the total amount exceeded \$2000 and we did not submit proof of bids. This is because the total for this task included three different items none of which exceeded \$2000. I have had this situation occur on other sites and have been told that the \$2000 limit applies to a specific isolated items not to the total for the task code. The claimed amount includes \$1056.00 to the City of Greensboro which is the fee (plus allowed markup) for hooking Mrs. Atkins' residence to city water. This is obviously an item which is not negotiable or biddable. The total also includes \$1017.50 to the plumber for performing the hook-up, and \$275.00 to a landscape company to repair the damage to Mrs. Atkins' lawn. These items would require bids only if they were greater than \$2000.00 individually, which they weren't. The full amount should be reimbursed.

CLOSING

Pyramid requests reconsideration of these tasks for reimbursement of the appealed amount. If you have any questions, please call me at 336-335-3174, extension 23. Thank you.

Respectfully,



G. Van Ness Burbach, PhD, PG
Pyramid Environmental, Inc.

Attachments: A) Trust Fund Audit Letter
 B) Documentation of Access Agreement Process

Copy: Mr. M. Cope Livingston, Trustee, Lindley Property Trust
 Ms. Cheryl Tadlock, Guiford Co. Environmental Health

ATTACHMENT A

NCDENR Audit Letter

North Carolina
Department of Environment and Natural Resources

Michael F. Easley, Governor
William G. Ross Jr., Secretary



May 2, 2001

Martin Cope Livingston, III, Trustee
Lindley Property Trust
P.O. Box 35681
Greensboro, NC 27435-5681

SUBJECT: Commercial Fund Reimbursements
Gate City Truck Repair, Incident #10077
Greensboro, North Carolina, Guilford County
Claim #205 Amount Requested \$8,261.50
Claim #205 Amount Approved \$5,474.00

Dear Mr. Livingston:

The submitted claim totaling \$8,261.50 has been processed. A check for \$5,474.00 will be mailed directly to you within 30 working days. If you do not receive this check, please contact the UST Section at (919) 733-8486. You will need to provide them with the following information:

1. The invoice date (May 2, 2001);
2. Your social security or company federal I.D. Number (56-6456797);
3. That the check is a payment from the Division of Waste Management; and
4. The incident number (10077)

Please note the following reductions:

<u>Task</u>	<u>Approved Amount</u>	<u>Reason for Reduction</u>
1.020	\$130.00	The amount of pre-approval was exceeded.
1.050	\$200.00	The maximum rate was exceeded.
6.171	\$0.00	The Site Closure Report did not meet the minimum requirements requested in the scope of work.
11.000	\$75.00	Three tasks were reimbursed in this section.
11.020	\$100.00	The maximum rate was exceeded.
11.030	\$0.00	Proof of bids must be submitted to receive reimbursement if cost of task 11.050 is greater than \$2,000.00.

Division of Waste Management/UST Section
1637 Mail Service Center, Raleigh, North Carolina 27699-1637
Phone: 919 - 733-8486 FAX: 919 - 733-8413
Internet: <http://www.ust.ehnr.state.nc.us>

11.050	\$2,000.00	Bids were not submitted therefore, the maximum amount to be reimbursed is \$2,000.00.
12.010	\$156.00	The pre-approved amount was exceeded.

Please be aware that this letter does not constitute a final agency decision. Any additional information or comments to rebut this letter may be submitted to my attention at DENR, Division of Waste Management, UST Section, 1637 Mail Service Center, Raleigh, NC 27699-1637.

Sincerely,



George C. Matthis, Jr.
Head, Trust Fund Branch
UST Section

cc: North Carolina Attorney General's Office
WSRO, Files



**NORTH CAROLINA DEPARTMENT OF
ENVIRONMENT AND NATURAL RESOURCES**

DIVISION OF WASTE MANAGEMENT

GUIDELINES FOR FILING APPEALS TO STATE TRUST FUND CLAIMS

**JAMES B. HUNT JR.
GOVERNOR**

**BILL HOLMAN
SECRETARY**

**WILLIAM L. MEYER
DIRECTOR**

When appealing reductions made to audited State Trust Fund claims the following format and information is required. Appeals not adhering to this format will be returned.

1. The Subject section of the appeal letter should look as follows:

SUBJECT: Site Name, Incident Number
Site Address, County
"Appeal to the Claim for \$" (original claim amount requested)
"Amount of Claim Being Appealed: \$"
(consultant to determine this amount)

2. A copy of the corresponding State Trust Fund audit letter must be attached.
3. Detailed justifications and associated appeal amounts must be noted per task reduction. These justifications should follow the point-by-point format of the audit letter.
4. Any required technical or accounting documentation (reports, quotes, invoices, etc.) must be attached.
5. A consultant may attach a separate itemized invoice and pertinent proof of payment stating "appeal preparation time"; however, the type of appeal will determine if the consultant's personnel time will be approved. Please note the following:
 - a. Detailed written justifications successful in reversing Regional Office technical reductions will justify the personnel hours incurred only if the Regional Office had all in-house required reports. (lab analyses results, accelerated turn-around time for samples, boring logs, etc.) prior to receipt of the original claim. Your consultant will not receive compensation for appealing incomplete claims.
 - b. A consultant's personnel time incurred for appeals relating specifically to incomplete accounting documentation (omitted quotes, subcontractor invoices, etc.) rate table reductions, or improperly completed claim forms (cost documentation wrongly reported) will not be approved. The State Trust Fund will not compensate consultants for ignorance of required formats and poor organizational skills.
 - c. Pertaining to claim preparation time under the Task Based Format, the State Trust Fund will reimburse the number of tasks requested in each section of the Cost Summary Form, excluding the actual reimbursement task (task 1.0, 2.0, 3.0, 4.0 etc.). This is the State Trust Fund's policy and is not open to appeal. Appeals received by the UST Section relating strictly to this matter will not be addressed.

Your consultant should submit all State Trust Fund appeals in an expeditious manner. If you have any questions, please contact the UST Section at (919) 733-8486.



UST SECTION

1637 MAIL SERVICE CENTER, RALEIGH, NORTH CAROLINA 27689-1637

PHONE 919-733-8486 FAX 919-733-8413

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State of North Carolina
Department of Environment
and Natural Resources
Division of Waste Management-UST Section
1637 Mail Service Center
Raleigh, NC 27699-1637

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ATTACHMENT B

**Early Versions of Access Agreement
and Correspondence with Mrs. Atkins**

Pyramid Environmental, Inc.

700 North Eugene St.
Greensboro, NC 27401
Phone: (336) 335-3174
Fax: (336) 691-0648

AGREEMENT

Date: May 12, 2000

Property Owner: Mrs. Pauline W. Atkins

Property Address: 210 Chimney Rock Rd.
Greensboro, NC 27409

The parties hereto hereby agree as follows:

- 1) The Lindley Property Trust, by and through Pyramid Environmental, Inc., shall perform such work as is necessary to connect the house belonging to Pauline Atkins and located upon the above-referenced property to the Greensboro Water Supply and to disconnect said house from the existing well water supply. This work will include: contacting and coordinating with the City of Greensboro to arrange for the municipal water lines to be extended to the subject property; contracting a licensed plumber to connect the house to the municipal water lines and to disconnect the supply well; and labeling the supply well "*Not for Potable Use*".
- 2) Said owner hereby consents and agrees to allow Pyramid Environmental, Inc. and its subcontractors access to the above-described property for the purpose of performing such work.
- 3) Pyramid Environmental, Inc. hereby represents that it is under contract to Lindley Property Trust to perform this work, and said owner shall not be held liable for any costs or expenses related to this work unless otherwise agreed upon by separate contract. Pyramid Environmental, Inc. agrees to indemnify said owner for any accidents, personal injury, or property damage resulting from or related to Pyramid Environmental's work while on the property.
- 4) Pyramid Environmental, Inc. further represents that the North Carolina Department of Environmental and Natural Resources (NCDENR) and Guilford County Health Department have

approved this work. The work shall be conducted in accordance with all applicable State and local guidelines and ordinances. The land surface and any landscaping that is disturbed or damaged shall be restored as near as possible to their original condition. 8/1/Start

5) Lindley Property Trust represents that it has contracted Pyramid Environmental, Inc. to perform this work and agrees to pay the costs for this work as described above. Furthermore, Lindley Property Trust agrees to pay through Pyramid Environmental the quarterly water bills from the City of Greensboro to a maximum of ninety dollars (\$90.00) per quarter for a period of four quarters after hook-up (or a maximum of \$360.00 total).

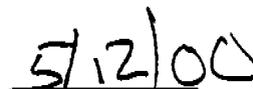
6) The first four quarterly water bills will be sent directly to Pyramid Environmental. Any costs above ninety dollars on a quarterly bill, or any costs for additional services or other items not directly related to the use of city water on the property will be invoiced back to Mrs. Atkins. After the fourth quarterly bill has been received and paid, all future bills will be sent directly to Mrs. Atkins, and neither Pyramid Environmental nor Lindley Property Trust will be held responsible for any further payments.

7) If Mrs. Atkins sells the property before the fourth quarterly bill is due, this agreement will end and all future water bills will be the responsibility of the new property owner.

Mrs. Pauline W. Atkins, Property Owner

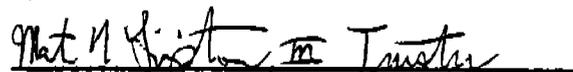
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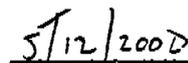




Douglas A. Canavello, President
Pyramid Environmental, Inc.

Date





Martin Cope Livingston, III, Trustee
Lindley Property Trust

Date

Pyramid Environmental, Inc.

700 North Eugene St.
Greensboro, NC 27401
Phone: (336) 335-3174
Fax: (336) 691-0648

AGREEMENT

Date: June 14, 2000

Property Owner: Mrs. Pauline W. Atkins

Property Address: 210 Chimney Rock Rd.
Greensboro, NC 27409

The parties hereto hereby agree as follows:

- 1) The Lindley Property Trust, by and through Pyramid Environmental, Inc., shall perform such work as is necessary to connect the house belonging to Pauline Atkins and located upon the above-referenced property to the Greensboro Water Supply and to disconnect said house from the existing well water supply. This work will include: contacting and coordinating with the City of Greensboro to arrange for the municipal water lines to be extended to the subject property; contracting a licensed plumber to connect the house to the municipal water lines and to disconnect the supply well from the house leaving it open for other use; and labeling the supply well "*Not for Potable Use*".
- 2) Said owner hereby consents and agrees to allow Pyramid Environmental, Inc. and its subcontractors access to the above-described property for the purpose of performing such work.
- 3) Pyramid Environmental, Inc. hereby represents that it is under contract to Lindley Property Trust to perform this work, and said owner shall not be held liable for any costs or expenses related to this work unless otherwise agreed upon by separate contract. Pyramid Environmental, Inc. agrees to indemnify said owner for any accidents, personal injury, or property damage resulting from or related to Pyramid Environmental's work while on the property.

4) Pyramid Environmental, Inc. further represents that the North Carolina Department of Environmental and Natural Resources (NCDENR) and Guilford County Health Department have approved this work. The work shall be conducted in accordance with all applicable State and local guidelines and ordinances. The land surface and any landscaping that is disturbed or damaged shall be restored as near as possible to their original condition. Work on the property will not begin before August 1, 2000.

5) Lindley Property Trust represents that it has contracted Pyramid Environmental, Inc. to perform this work and agrees to pay the costs for this work as described above. Furthermore, Lindley Property Trust agrees to pay the quarterly water bills from the City of Greensboro to a maximum of ninety dollars (\$90.00) per quarter for a period of eight quarters after hook-up (or a maximum of \$720.00 total).

6) The first eight quarterly water bills will be sent directly to Lindley Property Trust. Any costs above ninety dollars on a quarterly bill, or any costs for additional services or other items not directly related to the use of city water on the property will be invoiced back to Mrs. Atkins. After the eighth quarterly bill has been received and paid, all future bills will be sent directly to Mrs. Atkins, and neither Pyramid Environmental nor Lindley Property Trust will be held responsible for any further payments.

7) If Mrs. Atkins sells the property before the eighth quarterly bill is due, this agreement will end and all future water bills will be the responsibility of the new property owner.

_____ Mrs. Pauline W. Atkins, Property Owner	_____ Date
_____ Douglas A. Canavello, President Pyramid Environmental, Inc.	_____ Date
_____ Martin Cope Livingston, III, Trustee Lindley Property Trust	_____ Date

Martin C. Livingston, III
P.O. Box 35681
Greensboro, NC 27425-5681
(336) 297-9975

June 20, 2000

Mrs. Pauline W. Atkins
210 Chimney Rock Rd.
Greensboro, NC 27409

Dear Mrs. Atkins:

This letter will serve as a follow up to our meeting on Wednesday, June 14th. At that meeting we discussed the problems and frustrations you have experienced as a result of construction activities near your home. For the record, I would like to document why I am involved in this matter.

As you know, I am Trustee for Lindley Trust and you have agreed in principle to cooperate with the Trust in an effort to facilitate the ongoing environmental work at the West Brothers Truck Terminal. In return for your cooperation, I agreed to assist you in this matter, but with understanding you would not hold the Trust or myself responsible or liable. I also made it clear that while I would use my best efforts to help you, I could not guarantee success or a particular outcome.

We also discussed several possible courses of action. The following outline will serve as a starting point for addressing your problems and concerns.

Outline for P. Atkins Property

- Complete collection of background data on 210 Chimney Rock Rd. and surrounding property;
- Schedule appointments with Mast Tank Cleaning, Santaro Industries, and NCDOT Project/Painter Blvd. representatives;
- Research Painter Blvd. timeline and effects on subject property;
- Schedule an update meeting with you to discuss options/info collected when appropriate.

I look forward to working with you and I hope you will be pleased with the end result.

Sincerely,



Martin C. Livingston, III

c: G. Van Ness Burbach, Ph.D., PG
Pyramid Environmental, Inc.

July 13, 2000

Martin Livingston
P O Box 35681
Greensboro, NC 27425-5681

Dear Mr. Livingston:

This letter covers our phone conversation on June 29 dealing with several issues. The first one dealt with a revision in the contract agreement stating that I am willing for city water to be installed on my property at 210 Chimney Rock Road. I asked that the last part of paragraph one at top of page two have added to the statement: "The land surface and any lanscaping that is disturbed or damaged shall be restored as near as possible to their original condition." and will seed the entire front yard in late September.

Issue number two is in three parts. After much discussion, I asked for you to locate the telephone number for the North Carolina Bar Association in case I deem it necessary to seek an attorney's advice who is familiar with laws and rights of property owners.

I asked that you contact Henry Moon who has been connected with Department of Transportation to get his imput about my situation. And last, I asked that you inquire as to who the contact person might be at Mast Tank Wash.

Since the night we spoke on the phone, I have received two messages on my machine that you have made progress on those requests.

I close by stating that since our last coversation I have given much thought to your situation for the need to safe-guard yourself in trying to help me. Thank you for all you have done.

Sincerely,

Polly Atkins

Pyramid Environmental, Inc.

700 North Eugene St.
Greensboro, NC 27401
Phone: (336) 335-3174
Fax: (336) 691-0648

AGREEMENT

Date: July 18, 2000

Property Owner: Mrs. Pauline W. Atkins

Property Address: 210 Chimney Rock Rd.
Greensboro, NC 27409

The parties hereto hereby agree as follows:

- 1) The Lindley Property Trust, by and through Pyramid Environmental, Inc., shall perform such work as is necessary to connect the house belonging to Pauline Atkins and located upon the above-referenced property to the Greensboro Water Supply and to disconnect said house from the existing well water supply. This work will include: contacting and coordinating with the City of Greensboro to arrange for the municipal water lines to be extended to the subject property; contracting a licensed plumber to connect the house to the municipal water lines and to disconnect the supply well from the house leaving it open for other use; and labeling the supply well "*Not for Potable Use*".
- 2) Said owner hereby consents and agrees to allow Pyramid Environmental, Inc. and its subcontractors access to the above-described property for the purpose of performing such work.
- 3) Pyramid Environmental, Inc. hereby represents that it is under contract to Lindley Property Trust to perform this work, and said owner shall not be held liable for any costs or expenses related to this work unless otherwise agreed upon by separate contract. Pyramid Environmental, Inc. agrees to indemnify said owner for any accidents, personal injury, or property damage resulting from or related to Pyramid Environmental's work while on the property.
- 4) Pyramid Environmental, Inc. further represents that the North Carolina Department of Environmental and Natural Resources (NCDENR) and Guilford County Health Department have approved this work. The work shall be conducted in accordance with all applicable State and local

guidelines and ordinances. The land surface and any landscaping that is disturbed or damaged shall be restored as near as possible to their original condition. In addition, the front yard of the property will be seeded and fertilized after the work is complete. Work on the property will not begin before August 1, 2000.

5) Lindley Property Trust represents that it has contracted Pyramid Environmental, Inc. to perform this work and agrees to pay the costs for this work as described above. Furthermore, Lindley Property Trust agrees to pay the quarterly water bills from the City of Greensboro to a maximum of ninety dollars (\$90.00) per quarter for a period of eight quarters after hook-up (or a maximum of \$720.00 total).

6) The first eight quarterly water bills will be sent directly to Lindley Property Trust. Any costs above ninety dollars on a quarterly bill, or any costs for additional services or other items not directly related to the use of city water on the property will be invoiced back to Mrs. Atkins. After the eighth quarterly bill has been received and paid, all future bills will be sent directly to Mrs. Atkins, and neither Pyramid Environmental nor Lindley Property Trust will be held responsible for any further payments.

7) If Mrs. Atkins sells the property before the eighth quarterly bill is due, this agreement will end and all future water bills will be the responsibility of the new property owner.

Mrs. Pauline W. Atkins, Property Owner

Date

Douglas A. Canavello, President
Pyramid Environmental, Inc.

Date

Martin Cope Livingston, III, Trustee
Lindley Property Trust

Date

Pyramid Environmental, Inc.

700 North Eugene St.
Greensboro, NC 27401
Phone: (336) 335-3174
Fax: (336) 691-0648

AGREEMENT

Date: July 21, 2000

Property Owner: Mrs. Pauline W. Atkins

Property Address: 210 Chimney Rock Rd.
Greensboro, NC 27409

The parties hereto hereby agree as follows:

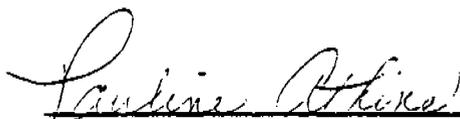
- 1) The Lindley Property Trust, by and through Pyramid Environmental, Inc., shall perform such work as is necessary to connect the house belonging to Pauline Atkins and located upon the above-referenced property to the Greensboro Water Supply and to disconnect said house from the existing well water supply. This work will include: contacting and coordinating with the City of Greensboro to arrange for the municipal water lines to be extended to the subject property; contracting a licensed plumber to connect the house to the municipal water lines and to disconnect the supply well from the house leaving it open for other use; and labeling the supply well "*Not for Potable Use*".
- 2) Said owner hereby consents and agrees to allow Pyramid Environmental, Inc. and its subcontractors access to the above-described property for the purpose of performing such work.
- 3) Pyramid Environmental, Inc. hereby represents that it is under contract to Lindley Property Trust to perform this work, and said owner shall not be held liable for any costs or expenses related to this work unless otherwise agreed upon by separate contract. Pyramid Environmental, Inc. agrees to indemnify said owner for any accidents, personal injury, or property damage resulting from or related to Pyramid Environmental's work while on the property.
- 4) Pyramid Environmental, Inc. further represents that the North Carolina Department of Environmental and Natural Resources (NCDENR) and Guilford County Health Department have approved this work. The work shall be conducted in accordance with all applicable State and local

guidelines and ordinances. The land surface and any landscaping that is disturbed or damaged shall be restored as near as possible to their original condition. In addition, the front yard of the property will be seeded and fertilized after the work is complete. Work on the property will not begin before August 1, 2000.

5) Lindley Property Trust represents that it has contracted Pyramid Environmental, Inc. to perform this work and agrees to pay the costs for this work as described above. Furthermore, Lindley Property Trust agrees to pay the quarterly water bills from the City of Greensboro to a maximum of ninety dollars (\$90.00) per quarter for a period of eight quarters after hook-up (or a maximum of \$720.00 total).

6) The first eight quarterly water bills will be sent directly to Lindley Property Trust. Any costs above ninety dollars on a quarterly bill, or any costs for additional services or other items not directly related to the use of city water on the property will be invoiced back to Mrs. Atkins. After the eighth quarterly bill has been received and paid, all future bills will be sent directly to Mrs. Atkins, and neither Pyramid Environmental nor Lindley Property Trust will be held responsible for any further payments.

7) If Mrs. Atkins sells the property before the eighth quarterly bill is due, this agreement will end and all future water bills will be the responsibility of the new property owner.



Mrs. Pauline W. Atkins, Property Owner

07/21/00
Date



Douglas A. Canavello, President
Pyramid Environmental, Inc.

7/21/00
Date



Martin Cope Livingston, III, Trustee
Lindley Property Trust

7/21/2000
Date