

FOURTH AMENDMENT TO THE  
INTER-LOCAL AGREEMENT FOR WATER SUPPLY  
NEUSE REGIONAL WATER AND SEWER AUTHORITY

THIS FOURTH AMENDMENT TO THE INTER-LOCAL AGREEMENT FOR WATER SUPPLY (hereinafter referred to as the "Amendment") is made and entered into as of the 21st day of December, 2005, by and between the NEUSE REGIONAL WATER AND SEWER AUTHORITY, a body corporate and politic ("Authority") and the following entities:

Town of Ayden ("Ayden")  
Bell Arthur Water Corporation ("BAWC")  
Deep Run Water Corp. ("Deep Run")  
Eastern Pines Water Corporation ("Eastern Pines")  
Town of Grifton ("Grifton")  
City of Kinston ("Kinston")  
Town of La Grange ("La Grange")  
North Lenoir Water Corporation ("North Lenoir"), and  
Town of Pink Hill ("Pink Hill")

(hereinafter collectively "the Member Entities")

**WITNESSETH:**

WHEREAS the Member Entities heretofore entered into the Inter-Local Agreement for Water Supply ("Agreement"), reference to the Agreement hereby is made, the Agreement specifically is incorporated herein by this reference, and, except as otherwise defined herein, the defined terms used in the Agreement shall have the same meaning herein; and,

WHEREAS, the Member Entities wish to document certain changes in the Agreement as set forth below.

NOW, THEREFORE, the Agreement is amended as follows:

1. Paragraph 11.m. of the Agreement is deleted in its entirety and the following new Paragraph 11.m. is inserted in lieu thereof, which paragraph hereby is made a part of the Agreement:

The Authority and each Member Entity shall be obligated under this Agreement only if: (1) adequate funding for the Project on terms acceptable to the Authority has been secured; and (2) construction costs for the Project, based on valid bids received and certified by the Authority's engineers, do not exceed an amount of One Hundred Forty-Two Million Seven Hundred Eight Thousand Four Hundred

Sixty-Six Dollars (\$142,708,466). In either such event, any ongoing obligations of the Authority and Member Entities under the Agreement shall terminate, unless and until adequate funding is obtained and/or a revised Project cost is approved by the Authority and the Member Entities; (3) all Member Entities participating in the Project execute this Agreement and (4) this Agreement, as written, is approved by USDA/Rural Development and any other state or federal agencies that mandate approval of the form and/or content of inter-local agreements in order for the Authority to obtain bond, note or loan financing.

2. Exhibit A of the Agreement is amended as follows:

Neuse Regional Water and Sewer Authority  
Minimum Water Purchase Amounts Based on Actual 2002 Full Water Requirements  
December 21, 2005

Member Entity	FWR 2002 mgd	Monthly Min. Purchase @ 75%, MG	Minimum Monthly Purchase Amounts
City of Kinston	4.094	93.394	\$ 311,900
Town of Pink Hill	0.087	1.985	\$ 6,600
North Lenoir Water Corp.	1.194	27.238	\$ 91,000
Deep Run Water Corp.	0.992	22.630	\$ 75,600
Bell Arthur Water Corp.	0.722	16.471	\$ 55,000
Town of Ayden	0.515	11.748	\$ 39,200
Town of Grifton	0.193	4.403	\$ 14,700
LaGrange	0.351	8.007	\$ 26,700
Eastern Pines	1.490	36.257	\$ 121,100
TOTALS	9.638	222.133	\$ 741,900

- Minimum Monthly Purchase Amounts Shown for Minimum Purchases as a Percent of Full Water Requirements (FWR)
- Eastern Pines Minimum Purchase Based on 80% of FWR

3. Except as herein expressly modified and amended, the terms and provisions of the Agreement hereby are ratified and confirmed.

IN TESTIMONY WHEREOF, each Member Entity has caused this Amendment to be executed in its corporate name by its Mayor or President and its seal to be hereunto affixed and attested by its City Clerk or Secretary; and the Authority has caused this Amendment to be executed in its corporate name by its Chairman and its seal to be hereunto affixed and attested by its Secretary, all as of the date first above written.

NBMAIN\658406\1

NEUSE REGIONAL WATER AND SEWER  
AUTHORITY

*Jacob Allen Parrott*  
Secretary

[SEAL]

By: *Wayne D. Malone*  
Chairman

STATE OF NORTH CAROLINA

COUNTY OF *Lenoir*

I, *Terry M. Hill*, a notary public in and for said county and state, do hereby certify that on the *17<sup>th</sup>* day of *January*, 200*6* before me personally appeared *Wayne D. Malone*, who, being by me duly sworn, says that he is the Chairman of the NEUSE REGIONAL WATER AND SEWER the Authority, a political subdivision of the State, and that *Jacob Allen Parrott* is the Secretary of the NEUSE REGIONAL WATER AND SEWER AUTHORITY, the body politic described in and which executed the foregoing instrument; that he knows its common seal; that the seal affixed to the foregoing instrument is said common seal; that the name of said body politic was subscribed thereto by the said Secretary; that the said common seal was affixed, all by order of its and that the said instrument is its act and deed.

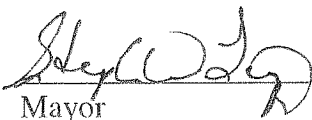
WITNESS my hand and notarial seal, this *17<sup>th</sup>* day of *Jan.*, 200*6*.

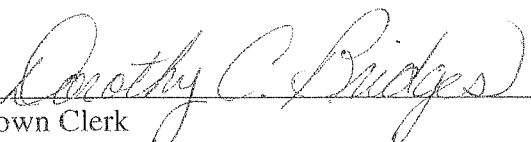
*Terry M. Hill*  
Notary Public

My Commission Expires



TOWN OF AYDEN

By:   
Mayor

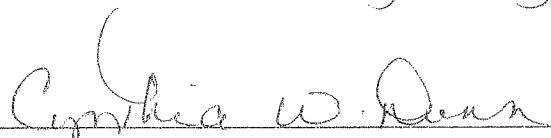
  
Town Clerk

[SEAL]

STATE OF NORTH CAROLINA  
COUNTY OF PITT

I, Cynthia W. Dunn, a Notary Public in and for said County and State, do hereby certify that on the 9<sup>th</sup> day of January, 2006, before me personally appeared Stephen W. Toledano with whom I am personally acquainted, who, being by me duly sworn, says that he is Mayor and that Dorothy C. Bridges is Town Clerk of the TOWN OF AYDEN, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said Mayor and Town Clerk subscribed their names thereto and the said common seal was affixed, all by authority of the governing body of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and notarial seal, this the 9<sup>th</sup> day of January, 2006.

  
Notary Public

My Commission Expires:

Mar. 19, 2008

BELL ARTHUR WATER CORPORATION

By: Glenn Strickland  
President

ATTEST:

Virgil E. D'Neal  
Secretary

[CORPORATE SEAL]

STATE OF NORTH CAROLINA  
COUNTY OF Pitt

I, Janice J. Barrett, a Notary Public in and for said County and State, do hereby certify that on the 17<sup>th</sup> day of January, 2006, before me personally appeared Glenn Strickland with whom I am personally acquainted, who, being by me duly sworn, says that he is \_\_\_\_\_ President and that Virgil D'Neal is \_\_\_\_\_ Secretary of BELL ARTHUR WATER CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the corporation was subscribed thereto by the said \_\_\_\_\_ President; that the said \_\_\_\_\_ President and \_\_\_\_\_ Secretary subscribed their names thereto and the said common seal was affixed, all by authority of the Board of Directors of said corporation; and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this the 17<sup>th</sup> day of January, 2006.



Janice J. Barrett  
Notary Public


My Commission Expires:

November 23, 2006

DEEP RUN WATER CORP.

By:   
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

[CORPORATE SEAL]

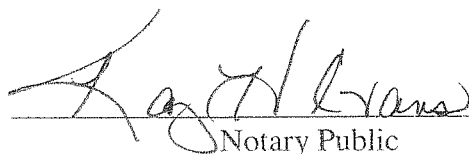
STATE OF NORTH CAROLINA

COUNTY OF Duplin

I, Kay H Evans, a Notary Public in and for said County and State, do hereby certify that on the 13<sup>th</sup> day of JANUARY, 2006, before me personally appeared Leroy Stroud with whom I am personally acquainted, who, being by me duly sworn, says that he is ✓ President and that Gary F Kennedy is ✓ Secretary of DEEP RUN WATER CORP., the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the corporation was subscribed thereto by the said ✓ President; that the said ✓ President and ✓ Secretary subscribed their names thereto and the said common seal was affixed, all by authority of the Board of Directors of said corporation; and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this the 13<sup>th</sup> day of JANUARY, 2006



  
\_\_\_\_\_  
Notary Public

My Commission Expires:

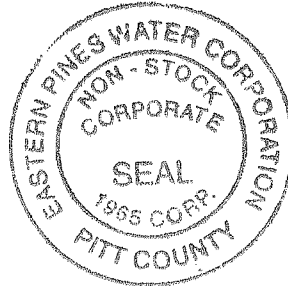
6-26-10

EASTERN PINES WATER CORPORATION

By: H. Glenn Hardee  
President

ATTEST:

Barry T. Sutton  
Secretary



[CORPORATE SEAL]

STATE OF NORTH CAROLINA  
COUNTY OF Pitt

I, Cindy B. Griner, a Notary Public in and for said County and State, do hereby certify that on the 10<sup>th</sup> day of January, 2006, before me personally appeared H. Glenn Hardee with whom I am personally acquainted, who, being by me duly sworn, says that he is \_\_\_\_\_ President and that Barry T. Sutton is \_\_\_\_\_ Secretary of EASTERN PINES WATER CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the corporation was subscribed thereto by the said \_\_\_\_\_ President; that the said \_\_\_\_\_ President and \_\_\_\_\_ Secretary subscribed their names thereto and the said common seal was affixed, all by authority of the Board of Directors of said corporation; and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this the 10<sup>th</sup> day of January, 2006.

Cindy B. Griner  
Notary Public

My Commission Expires:

9-16-06

TOWN OF GRIFTON

By: B.R. Jackson  
Mayor

Patricia H. Bryan  
Town Clerk

[SEAL]

STATE OF NORTH CAROLINA  
COUNTY OF PITT

I, J.R. Hudson, a Notary Public in and for said County and State, do hereby certify that on the 10 day of January, 2006, before me personally appeared B.R. JACKSON with whom I am personally acquainted, who, being by me duly sworn, says that he is Mayor and that Patricia H. Bryan is Town Clerk of the TOWN OF GRIFTON, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said Mayor and Town Clerk subscribed their names thereto and the said common seal was affixed, all by authority of the governing body of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and notarial seal, this the 10 day of January, 2006.

J.R. Hudson  
Notary Public

My Commission Expires:

2-16-09



CITY OF KINSTON

By:

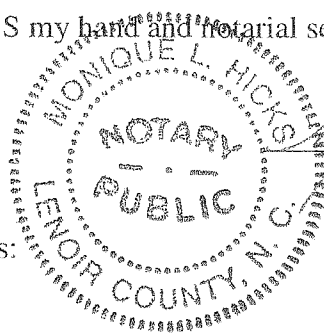
D.A. Ritch Jr.  
Mayor



COUNTY OF LENOIR

I, MONIQUE L. HICKS, a Notary Public in and for said County and State, do hereby certify that on the 17<sup>th</sup> day of JANUARY, 2006, before me personally appeared D.A. RITCH JR. with whom I am personally acquainted, who, being by me duly sworn, says that he is Mayor and that CAROL L. BARWICK is Town Clerk of the CITY OF KINSTON, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said Mayor and Town Clerk subscribed their names thereto and the said common seal was affixed, all by authority of the governing body of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and notarial seal, this the 17<sup>th</sup> day of JANUARY, 2006.



Monique L. Hicks  
Notary Public

My Commission Expires:

July 4, 2006

NORTH LENOIR WATER CORPORATION

By: Jack Pope  
President

ATTEST:

W. Ralph Taylor Jr.  
Secretary

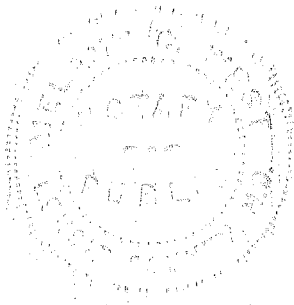
[CORPORATE SEAL]

STATE OF NORTH CAROLINA

COUNTY OF LENOIR

I, Melany C. West, a Notary Public in and for said County and State, do hereby certify that on the 4<sup>th</sup> day of January, 2006, before me personally appeared Jack Pope with whom I am personally acquainted, who, being by me duly sworn, says that he is \_\_\_\_\_ President and that W. Ralph Taylor, Jr. is \_\_\_\_\_ Secretary of NORTH LENOIR WATER CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the corporation was subscribed thereto by the said \_\_\_\_\_ President; that the said \_\_\_\_\_ President and \_\_\_\_\_ Secretary subscribed their names thereto and the said common seal was affixed, all by authority of the Board of Directors of said corporation; and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this the 4 day of JAN, 2006.



Melany C. West  
Notary Public

My Commission Expires:

9-1-2009

TOWN OF PINK HILL

By:

Anthony Mitchell  
Mayor

Kimberly Mitchell  
Town Clerk

[SEAL]

STATE OF NORTH CAROLINA

COUNTY OF LENOIR

I, Carol S. Sykes, a Notary Public in and for said County and State, do hereby certify that on the 12 day of JANUARY, 2006, before me personally appeared Anthony Mitchell with whom I am personally acquainted, who, being by me duly sworn, says that he is Mayor and that Kimberly Mitchell is Town Clerk of the TOWN OF PINK HILL, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said Mayor and Town Clerk subscribed their names thereto and the said common seal was affixed, all by authority of the governing body of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and notarial seal, this the 12 day of JANUARY, 2006.

Carol S. Sykes  
Notary Public

My Commission Expires:

8-17-2007

**TOWN OF AYDEN**  
**RESOLUTION OF AGREEMENT**  
**TO AMEND THE INTER-LOCAL**  
**AGREEMENT FOR WATER SUPPLY**  
**NEUSE REGIONAL WATER AND SEWER AUTHORITY**

**WHEREAS**, the Neuse Regional Water and Sewer Authority ("Authority") was organized under the North Carolina Water and Sewer Authorities Act, N.C. Gen. Stat. § 162A, for the purpose of providing water services to the residents of Lenoir and Pitt Counties and the surrounding region; and

**WHEREAS**, the Town of Ayden is one of the organizing political subdivisions of the Authority ("Member Entity") and also is the owner and operator of a water system in Pitt County; and

**WHEREAS**, the Authority intends to construct a raw water intake on the Neuse River and an associated water treatment and transmission system for supplying treated water to the Member Entities ("Water Project"); and

**WHEREAS**, the U.S. Department of Agriculture/Rural Development ("USDA") has determined that the Water Project is eligible for loans and grants from USDA and desires to assist the Authority with implementation of the Water Project; and

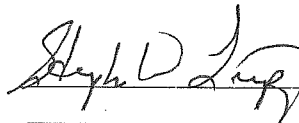
**WHEREAS**, the Member Entities have reaffirmed their commitment to participate in the Water project and pay their respective shares of the financial obligations incurred by the Authority for such Water Project;

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Town of Ayden hereby expresses its agreement to ratify the Fourth Amendment to the Inter-Local Agreement for Water Supply ("Agreement").

This the 9<sup>th</sup> day of January, 2006.

TOWN OF AYDEN

By: \_\_\_\_\_



\_\_\_\_\_, Mayor

ATTEST

  
\_\_\_\_\_, Town Clerk

**BELL ARTHUR WATER CORPORATION  
RESOLUTION OF AGREEMENT  
TO AMEND THE INTER-LOCAL  
AGREEMENT FOR WATER SUPPLY  
NEUSE REGIONAL WATER AND SEWER AUTHORITY**

**WHEREAS**, the Neuse Regional Water and Sewer Authority ("Authority") was organized under the North Carolina Water and Sewer Authorities Act, N.C. Gen. Stat. § 162A, for the purpose of providing water services to the residents of Lenoir and Pitt Counties and the surrounding region; and

**WHEREAS**, the Bell Arthur Water Corporation is one of the organizing political subdivisions of the Authority ("Member Entity") and also is the owner and operator of a water system in Pitt County; and

**WHEREAS**, the Authority intends to construct a raw water intake on the Neuse River and an associated water treatment and transmission system for supplying treated water to the Member Entities ("Water Project"); and


**WHEREAS**, the U.S. Department of Agriculture/Rural Development ("USDA") has determined that the Water Project is eligible for loans and grants from USDA and desires to assist the Authority with implementation of the Water Project; and

**WHEREAS**, the Member Entities have reaffirmed their commitment to participate in the Water project and pay their respective shares of the financial obligations incurred by the Authority for such Water Project;


**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Bell Arthur Water Corporation hereby expresses its agreement to ratify the Fourth Amendment to the Inter-Local Agreement for Water Supply ("Agreement").

This the 17 day of January, 2006.

BELL ARTHUR WATER CORPORATION

By:   
1-17-06, President

  
ATTEST

  
\_\_\_\_\_, Secretary

**DEEP RUN WATER CORP.  
RESOLUTION OF AGREEMENT  
TO AMEND THE INTER-LOCAL  
AGREEMENT FOR WATER SUPPLY  
NEUSE REGIONAL WATER AND SEWER AUTHORITY**

**WHEREAS**, the Neuse Regional Water and Sewer Authority ("Authority") was organized under the North Carolina Water and Sewer Authorities Act, N.C. Gen. Stat. § 162A, for the purpose of providing water services to the residents of Lenoir and Pitt Counties and the surrounding region; and

**WHEREAS**, the Deep Run Water Corp. is one of the organizing political subdivisions of the Authority ("Member Entity") and also is the owner and operator of a water system in Lenoir County; and

**WHEREAS**, the Authority intends to construct a raw water intake on the Neuse River and an associated water treatment and transmission system for supplying treated water to the Member Entities ("Water Project"); and


**WHEREAS**, the U.S. Department of Agriculture/Rural Development ("USDA") has determined that the Water Project is eligible for loans and grants from USDA and desires to assist the Authority with implementation of the Water Project; and

**WHEREAS**, the Member Entities have reaffirmed their commitment to participate in the Water project and pay their respective shares of the financial obligations incurred by the Authority for such Water Project;

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Deep Run Water Corp. hereby expresses its agreement to ratify the Fourth Amendment to the Inter-Local Agreement for Water Supply ("Agreement").

This the 13 day of January, 2006.

DEEP RUN WATER CORP.

By: , President

ATTEST

, Secretary

NBMAIN\663665\1

**EASTERN PINES WATER CORPORATION  
RESOLUTION OF AGREEMENT  
TO AMEND THE INTER-LOCAL  
AGREEMENT FOR WATER SUPPLY  
NEUSE REGIONAL WATER AND SEWER AUTHORITY**

**WHEREAS**, the Neuse Regional Water and Sewer Authority ("Authority") was organized under the North Carolina Water and Sewer Authorities Act, N.C. Gen. Stat. § 162A, for the purpose of providing water services to the residents of Lenoir and Pitt Counties and the surrounding region; and

**WHEREAS**, Eastern Pines Water Corporation is one of the organizing political subdivisions of the Authority ("Member Entity") and also is the owner and operator of a water system in Pitt County; and

**WHEREAS**, the Authority intends to construct a raw water intake on the Neuse River and an associated water treatment and transmission system for supplying treated water to the Member Entities ("Water Project"); and

**WHEREAS**, the U.S. Department of Agriculture/Rural Development ("USDA") has determined that the Water Project is eligible for loans and grants from USDA and desires to assist the Authority with implementation of the Water Project; and

**WHEREAS**, the Member Entities have reaffirmed their commitment to participate in the Water project and pay their respective shares of the financial obligations incurred by the Authority for such Water Project;

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that Eastern Pines Water Corporation hereby expresses its agreement to ratify the Fourth Amendment to the Inter-Local Agreement for Water Supply ("Agreement").

This the 10<sup>th</sup> day of January, 2006.

EASTERN PINES WATER CORPORATION

By:   
H. Glenn Hardee, President

ATTEST

  
Barry T. Sutton, Secretary

**TOWN OF GRIFTON  
RESOLUTION OF AGREEMENT  
TO AMEND THE INTER-LOCAL  
AGREEMENT FOR WATER SUPPLY  
NEUSE REGIONAL WATER AND SEWER AUTHORITY**

**WHEREAS**, the Neuse Regional Water and Sewer Authority ("Authority") was organized under the North Carolina Water and Sewer Authorities Act, N.C. Gen. Stat. § 162A, for the purpose of providing water services to the residents of Lenoir and Pitt Counties and the surrounding region; and

**WHEREAS**, the Town of Grifton is one of the organizing political subdivisions of the Authority ("Member Entity") and also is the owner and operator of a water system in Pitt County; and

**WHEREAS**, the Authority intends to construct a raw water intake on the Neuse River and an associated water treatment and transmission system for supplying treated water to the Member Entities ("Water Project"); and

**WHEREAS**, the U.S. Department of Agriculture/Rural Development ("USDA") has determined that the Water Project is eligible for loans and grants from USDA and desires to assist the Authority with implementation of the Water Project; and

**WHEREAS**, the Member Entities have reaffirmed their commitment to participate in the Water project and pay their respective shares of the financial obligations incurred by the Authority for such Water Project;

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Town of Grifton hereby expresses its agreement to ratify the Fourth Amendment to the Inter-Local Agreement for Water Supply ("Agreement").

This the 10 day of January, 2006.

TOWN OF GRIFTON

By: B. R. Jackson, Mayor

ATTEST

Patricia H. Bryan  
Grifton, Town Clerk



**CITY OF KINSTON  
RESOLUTION OF AGREEMENT  
TO AMEND THE INTER-LOCAL  
AGREEMENT FOR WATER SUPPLY  
NEUSE REGIONAL WATER AND SEWER AUTHORITY**

**WHEREAS**, the Neuse Regional Water and Sewer Authority ("Authority") was organized under the North Carolina Water and Sewer Authorities Act, N.C. Gen. Stat. § 162A, for the purpose of providing water services to the residents of Lenoir and Pitt Counties and the surrounding region; and

**WHEREAS**, the City of Kinston is one of the organizing political subdivisions of the Authority ("Member Entity") and also is the owner and operator of a water system in Lenoir County; and

**WHEREAS**, the Authority intends to construct a raw water intake on the Neuse River and an associated water treatment and transmission system for supplying treated water to the Member Entities ("Water Project"); and

**WHEREAS**, the U.S. Department of Agriculture/Rural Development ("USDA") has determined that the Water Project is eligible for loans and grants from USDA and desires to assist the Authority with implementation of the Water Project; and

**WHEREAS**, the Member Entities have reaffirmed their commitment to participate in the Water project and pay their respective shares of the financial obligations incurred by the Authority for such Water Project;

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the City of Kinston hereby expresses its agreement to ratify the Fourth Amendment to the Inter-Local Agreement for Water Supply ("Agreement").

This the 17<sup>th</sup> day of January, 2006.

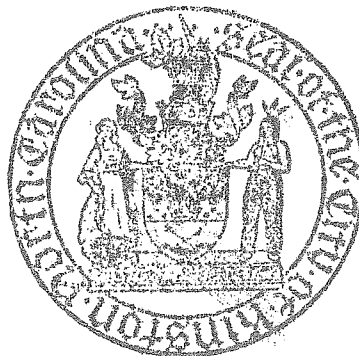
CITY OF KINSTON

By: *D.A. Pritchett*, Mayor

ATTEST

*Carol L. Barwick*  
\_\_\_\_\_, City Clerk

NBMAIN\663665\1



**NORTH LENOIR WATER CORPORATION  
RESOLUTION OF AGREEMENT  
TO AMEND THE INTER-LOCAL  
AGREEMENT FOR WATER SUPPLY  
NEUSE REGIONAL WATER AND SEWER AUTHORITY**

**WHEREAS**, the Neuse Regional Water and Sewer Authority ("Authority") was organized under the North Carolina Water and Sewer Authorities Act, N.C. Gen. Stat. § 162A, for the purpose of providing water services to the residents of Lenoir and Pitt Counties and the surrounding region; and

**WHEREAS**, the North Lenoir Water Corporation is one of the organizing political subdivisions of the Authority ("Member Entity") and also is the owner and operator of a water system in Pitt County; and

**WHEREAS**, the Authority intends to construct a raw water intake on the Neuse River and an associated water treatment and transmission system for supplying treated water to the Member Entities ("Water Project"); and

**WHEREAS**, the U.S. Department of Agriculture/Rural Development ("USDA") has determined that the Water Project is eligible for loans and grants from USDA and desires to assist the Authority with implementation of the Water Project; and

**WHEREAS**, the Member Entities have reaffirmed their commitment to participate in the Water project and pay their respective shares of the financial obligations incurred by the Authority for such Water Project;

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the North Lenoir Water Corporation hereby expresses its agreement to ratify the Fourth Amendment to the Inter-Local Agreement for Water Supply ("Agreement").

This the 4 day of JAN, 2006.

NORTH LENOIR WATER CORPORATION

By: Joel Pope  
\_\_\_\_\_, President

ATTEST

W. Ralph Taylor Jr.  
\_\_\_\_\_, Secretary

NBMAIN\663665\1

**TOWN OF PINK HILL  
RESOLUTION OF AGREEMENT  
TO AMEND THE INTER-LOCAL  
AGREEMENT FOR WATER SUPPLY  
NEUSE REGIONAL WATER AND SEWER AUTHORITY**

**WHEREAS**, the Neuse Regional Water and Sewer Authority ("Authority") was organized under the North Carolina Water and Sewer Authorities Act, N.C. Gen. Stat. § 162A, for the purpose of providing water services to the residents of Lenoir and Pitt Counties and the surrounding region; and

**WHEREAS**, the Town of Pink Hill is one of the organizing political subdivisions of the Authority ("Member Entity") and also is the owner and operator of a water system in Lenoir County; and

**WHEREAS**, the Authority intends to construct a raw water intake on the Neuse River and an associated water treatment and transmission system for supplying treated water to the Member Entities ("Water Project"); and

**WHEREAS**, the U.S. Department of Agriculture/Rural Development ("USDA") has determined that the Water Project is eligible for loans and grants from USDA and desires to assist the Authority with implementation of the Water Project; and

**WHEREAS**, the Member Entities have reaffirmed their commitment to participate in the Water project and pay their respective shares of the financial obligations incurred by the Authority for such Water Project;

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Town of Pink Hill hereby expresses its agreement to ratify the Fourth Amendment to the Inter-Local Agreement for Water Supply ("Agreement").

This the 12 day of January, 2006.

TOWN OF PINK HILL

By: Cathy Mitchell, Mayor

ATTEST

Kimberly Mitchell, Town Clerk