

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

THIS THIRD AMENDMENT TO THE INTER-LOCAL AGREEMENT FOR WATER SUPPLY (hereinafter referred to as the "Amendment") is made and entered into as of the 1 day of April, 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. Add "Eastern Pines Water Corporation ("Eastern Pines")" to the list of entities in Paragraph 1.
2. Section 6(b) is hereby deleted in its entirety and the following new Paragraph 6(b) is inserted in lieu thereof, which paragraph hereby is made a part of the Agreement:

(b) Minimum Purchase. For the purposes of this Agreement, the term "Minimum Purchase" means the volume of water as shown on Exhibit A below of this Agreement, which is equal to seventy-five percent (75%) of the Full Water Requirements of each Member Entity, except Eastern Pines, based on actual 2002 consumption levels. Eastern Pines' "Minimum Purchase" means the volume of water as shown on Exhibit A below of this Agreement, which is equal to eighty percent (80%) of the Full Water Requirements for Eastern Pines based on actual 2002 consumption levels. The minimum purchase for each Member Entity based on the volume of water as shown on Exhibit A below of this Agreement shall not change during the term of this Agreement, except at the request of the Member Entity upon approval of the Board. Minimum purchase payments shall be based on the unit rate in effect at the time of purchase.

3. Exhibit A reads as rewritten:

"Exhibit A

Full Water Requirement and Minimum Water Purchase

Member Entity	Full Water Requirement 2002 (MGD) ¹	Minimum Water Purchase ²	Minimum Monthly Purchase Amounts @ \$2.61/1,000 gallons
Town of Ayden	0.515	11.748	\$30,700
Bell Arthur Water Corporation	0.722	16.471	\$43,000
Deep Run Water Corp.	0.992	22.630	\$59,100
Eastern Pines Water Corporation	1.490	36.257	\$94,700
Town of Grifton	0.193	4.403	\$11,500
City of Kinston	4.094	93.394	\$243,800
Town of La Grange	0.351	8.007	\$20,900
North Lenoir Water Corporation	1.194	27.238	\$71,100
Town of Pink Hill	0.087	1.985	\$5,200
TOTALS	9.638	222.133	\$580,000

¹ Full Water Requirements based on 2002 consumption in millions of gallons per day (MGD).

² Based on 75 percent of the Full Water Requirements over a one month period for all Member Entities except for Eastern Pines'. Eastern Pines' Minimum Water Purchase is based on 80 percent of its Full Water Requirements over a one month period."

4. 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.

NEUSE REGIONAL WATER AND SEWER
AUTHORITY

By:

Wayne D. Malone
Chairman

[SEAL]

Jeffrey A. Parrell
Secretary

CITY OF KINSTON

By:

Mayor

[SEAL]

City Clerk

TOWN OF LA GRANGE

By:

Mayor

[SEAL]

Town Clerk

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.

NEUSE REGIONAL WATER AND SEWER
AUTHORITY

By: _____
Chairman

[SEAL]

Secretary

CITY OF KINSTON

By: Johnnie Mosley
Mayor



Chad L. Barwick
City Clerk

TOWN OF LA GRANGE

By: _____
Mayor

[SEAL]

Town Clerk

*Revised for
Eastern Pines Addition
EP @ 8090*

Exhibit A
Full Water Requirements

Member Entity	Full Water Requirement (MGD) ¹
Town of Ayden	0.515
Bell Arthur Water Corporation	0.722
Deep Run Water Corporation	0.992
Eastern Pines Water Corporation	1.490
Town of Grifton	0.193
City of Kinston	4.094
Town of LaGrange	0.351
North Lenoir Water Corporation	1.194
Town of Pink Hill	0.087

¹Actual 2002 Full Water Requirements, in millions of gallons per day (MGD).

Exhibit B
Minimum Purchases

Member Entity	Minimum Purchase (per month)	
	MG ¹	Dollars ²
Town of Ayden	11.748	\$ 30,700
Bell Arthur Water Corporation	16.471	\$ 43,000
Deep Run Water Corporation	22.630	\$ 59,100
Eastern Pines Water Corporation	36.257	\$ 94,700
Town of Grifton	4.403	\$ 11,500
City of Kinston	93.394	\$ 243,800
Town of LaGrange	8.007	\$ 20,900
North Lenoir Water Coporation	27.238	\$ 71,100
Town of Pink Hill	1.985	\$ 5,200

¹Based on 75 percent of the Full Water Requirements (FWR) over a one month period except for Eastern Pines Water Corporation, which is based on 80 percent of FWR in millions of gallons (MG)

²Based on an estimated rate of \$2.61 per 1,000 gallons, rounded up to nearest \$100.

Neuse Regional Water and Sewer Authority
 Minimum Water Purchase Amounts Based on Actual 2002 Full Water Requirements
 February 24, 2005

Member Entity	FWR 2002 mgd	Monthly Minimum Purchase, in MG ¹	Minimum Monthly Purchase Costs @ \$2.61/1000 gallons ²
Town of Ayden	0.515	11.748	\$ 30,700
Bell Arthur Water Corp.	0.722	16.471	\$ 43,000
Deep Run Water Corp.	0.992	22.630	\$ 59,100
Eastern Pines Water Corporation	1.490	36.257	\$ 94,700
Town of Grifton	0.193	4.403	\$ 11,500
City of Kinston	4.094	93.394	\$ 243,800
Town of LaGrange	0.351	8.007	\$ 20,900
North Lenoir Water Corp.	1.194	27.238	\$ 71,100
Town of Pink Hill	0.087	1.985	\$ 5,200
TOTALS	9.638	222.133	\$ 580,000

¹Minimum Monthly Purchase Amounts Shown for Minimum Purchases as 75% Percent of Full Water Requirements (FWR) except Eastern Pines minimum purchase based on 80% of 2002 FWR (1.192 mgd)

²Minimum Monthly Purchase Costs Rounded up to Nearest \$100

Neuse Regional Water and Sewer Authority
 Estimated Minimum Water Purchase Amounts Based on Actual 2002 Full Water Requirements
 February 9, 2005

Member Entity	FWR 2002 mgd	Monthly Min. Purchase @ 75%, MG	Minimum Monthly Purchase Amounts at \$2.61/1000 gallons
City of Kinston	4.094	93.394	\$ 243,800
Town of Pink Hill	0.087	1.985	\$ 5,200
North Lenoir Water Corp.	1.194	27.238	\$ 71,100
Deep Run Water Corp.	0.992	22.630	\$ 59,100
Bell Arthur Water Corp.	0.722	16.471	\$ 43,000
Town of Ayden	0.515	11.748	\$ 30,700
Town of Grifton	0.193	4.403	\$ 11,500
LaGrange	0.351	8.007	\$ 20,900
TOTALS	8.148	185.876	\$ 485,300

Minimum Monthly Purchase Amounts Shown for Minimum Purchases as a Percent of Full Water Requirements (FWR)

Neuse Regional Water and Sewer Authority
 Estimated Minimum Water Purchase Amounts Based on Actual 2002 Full Water Requirements
 February 9, 2005

Member Entity	FWR 2002 mgd	Monthly Min. Purchase @ 75%, MG	Minimum Monthly Purchase Amounts at \$2.61/1000 gallons
City of Kinston	4.094	93.394	\$ 243,800
Town of Pink Hill	0.087	1.985	\$ 5,200
North Lenoir Water Corp.	1.194	27.238	\$ 71,100
Deep Run Water Corp.	0.992	22.630	\$ 59,100
Bell Arthur Water Corp.	0.722	16.471	\$ 43,000
Town of Ayden	0.515	11.748	\$ 30,700
Town of Grifton	0.193	4.403	\$ 11,500
LaGrange	0.351	8.007	\$ 20,900
Eastern Pines	1.490	33.991	\$ 88,700
TOTALS	9.638	219.867	\$ 574,000

Minimum Monthly Purchase Amounts Shown for Minimum Purchases as a Percent of Full Water Requirements (FWR)

Neuse Regional Water and Sewer Authority
 Estimated Minimum Water Purchase Amounts Based on Actual 2002 Full Water Requirements
 January 24, 2005

Member Entity	FWR 2002 mgd	Monthly Min. Purchase @ 75%, MG	Minimum Monthly Purchase Amounts at \$2.61/1000 gallons	75% of FWR
City of Kingston	4.094	93.394	\$ 243,800	3.0705
Town of Pink Hill	0.087	1.985	\$ 5,200	0.06525
North Lenoir Water Corp.	1.194	27.238	\$ 71,100	0.8955
Deep Run Water Corp.	0.992	22.630	\$ 59,100	0.744
Bell Arthur Water Corp.	0.722	16.471	\$ 43,000	0.5415
Town of Ayden	0.515	11.748	\$ 30,700	0.38625
Town of Grifton	0.193	4.403	\$ 11,500	0.14475
LaGrange	0.351	8.007	\$ 20,900	0.26325
Eastern Pines	1.490	33.991	\$ 88,700	1.1175
TOTALS	9.638	219.867	\$ 574,000	7.2285

Minimum Monthly Purchase Amounts Shown for Minimum Purchases as a Percent of Full Water Requirements (FWR)

8.148

0.368413948
 0.031586052

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.

NEUSE REGIONAL WATER AND SEWER
AUTHORITY

By: _____
Chairman

[SEAL]

Secretary

CITY OF KINSTON

By: _____
Mayor

[SEAL]

City Clerk

TOWN OF LA GRANGE

By: _____
Mayor

[SEAL]

Nelda H. Johnson

Deputy Town Clerk

TOWN OF PINK HILL

By

Anthony Mitchell
Mayor

[SEAL]

Dennis Castellano
Town Clerk

NORTH LENOIR WATER CORPORATION

By

President

ATTEST:

Secretary

[CORPORATE SEAL]

DEEP RUN WATER CORP.

By:

President

ATTEST:

Secretary

[CORPORATE SEAL]

TOWN OF PINK HILL

By: _____
Mayor

[SEAL]

Town Clerk

NORTH LENOIR WATER CORPORATION

By: Jack Pore
President

ATTEST:

Ralph Taylor Jr
Secretary

[CORPORATE SEAL]

DEEP RUN WATER CORP.

By: _____
President

ATTEST:

Secretary

[CORPORATE SEAL]

TOWN OF PINK HILL

By: _____
Mayor

[SEAL]

Town Clerk

NORTH LENOIR WATER CORPORATION

By: _____

President

ATTEST:

Secretary

[CORPORATE SEAL]

DEEP RUN WATER CORP.

By: *Sam R. Steward*

President

ATTEST:

Gay F. Kennedy

Secretary

[CORPORATE SEAL]



BELL ARTHUR WATER CORPORATION

By: Glenn Seibert
President

ATTEST:

Vincent E. Off
Secretary

[CORPORATE SEAL]

TOWN OF AYDEN

By: _____
Mayor

[SEAL]

Town Clerk

TOWN OF GRIFTON

By: _____
Mayor

[SEAL]

Town Clerk

BELL ARTHUR WATER CORPORATION

By: _____
President

ATTEST:

Secretary

[CORPORATE SEAL]

TOWN OF AYDEN

By: *Steve [Signature]*
Mayor

[SEAL]

Dorothy C Bridges
Town Clerk

TOWN OF GRIFTON

By: _____
Mayor

[SEAL]

Town Clerk

BELL ARTHUR WATER CORPORATION

By: _____
President

ATTEST:

Secretary

[CORPORATE SEAL]

TOWN OF AYDEN

By: _____
Mayor

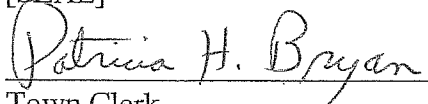
[SEAL]

Town Clerk

TOWN OF GRIFTON

By: _____
Mayor

[SEAL]

_____
Town Clerk

BELL ARTHUR WATER CORPORATION

By: _____
President

ATTEST:

Secretary

[CORPORATE SEAL]

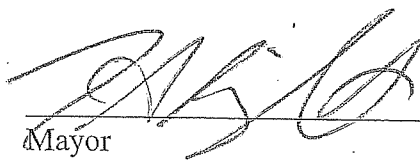
TOWN OF AYDEN

By: _____
Mayor

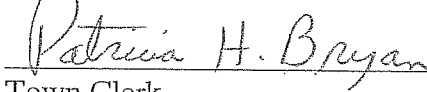
[SEAL]

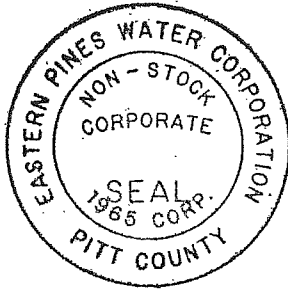
Town Clerk

TOWN OF GRIFTON

By: 
Mayor

[SEAL]


Town Clerk



EASTERN PINES WATER CORPORATION

By: Henry Glenn Hardin
President

ATTEST:

B. S. Smith
Secretary

[CORPORATE SEAL]

STATE OF NORTH CAROLINA
COUNTY OF Xenoir

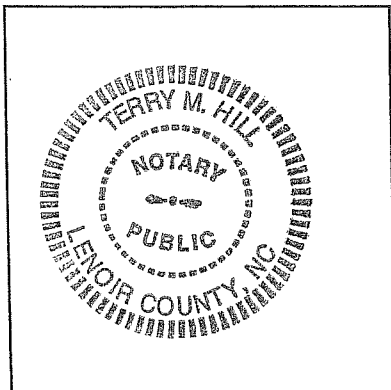
I, Terry M. Hill, a notary public in and for said county and state, do hereby certify that on the 1st day of April, 2005 before me personally appeared Wayne D. Malone, who, being by me duly sworn, says that he is the Chairman of the NEUSE REGIONAL WATER AND SEWER the Authority, a political subdivision of the State, and that J. 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 1st day of April, 2005.

Terry M. Hill
Notary Public

My Commission Expires:

2/26/2010



Notary seal or stamp must appear within above box.

STATE OF NORTH CAROLINA
COUNTY OF LENOIR

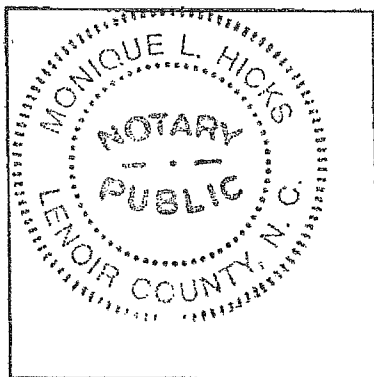
I, Monique L Hicks, a Notary Public in and for said County and State, do hereby certify that on the 19th day of July, 2005, before me personally appeared Johnnie Mosley with whom I am personally acquainted, who, being by me duly sworn, says that he is Mayor and that Carel L Barwick is Town Clerk of the 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 19th day of July, 2005.

Monique L Hicks
Notary Public

My Commission Expires:

July 4, 2006



Notary seal or stamp must appear within above box.

STATE OF NORTH CAROLINA
COUNTY OF LENOIR

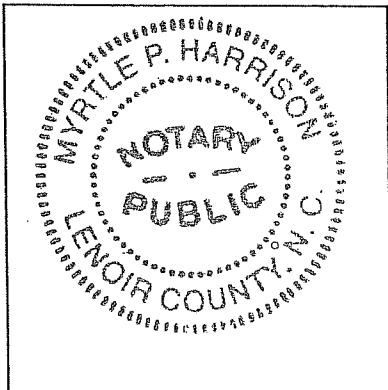
I, Myrtle P. Harrison, a Notary Public in and for said County and State, do hereby certify that on the 19th day of July, 2005, before me personally appeared Woodard H. Gurley with whom I am personally acquainted, who, being by me duly sworn, says that he is Mayor and that Nelda H. Johnson is Deputy Town Clerk of the TOWN OF LA GRANGE, 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 Deputy 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 19th day of July, 2005.

Myrtle P. Harrison
Notary Public

My Commission Expires:

October 5, 2007



Notary seal or stamp must appear within above box.

STATE OF NORTH CAROLINA
COUNTY OF LENOIR

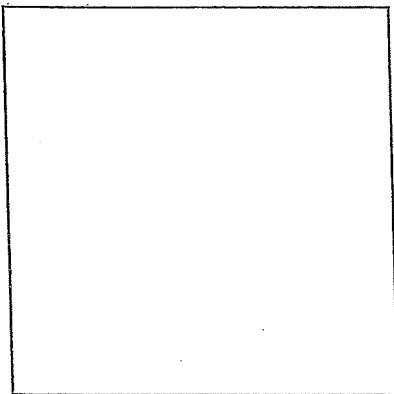
I, Pat Whaley, a Notary Public in and for
said County and State, do hereby certify that on the 14 day of JUNE,
2005, before me personally appeared ANTHONY MITCHELL with whom I am
personally acquainted, who, being by me duly sworn, says that he is Mayor and that
DEVORA CASTELLANO is Town Clerk of the 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 14 day of June, 2005.

Pat Whaley
Notary Public

My Commission Expires:

2-2-09



Notary seal or stamp must appear within above box.

STATE OF NORTH CAROLINA
COUNTY OF LENOIR

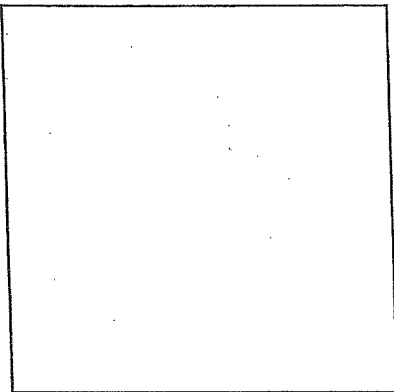
I, Melany C. West, a Notary Public in and
for said County and State, do hereby certify that on the 6th day of May,
2005, before me personally appeared Jack Pope with whom I am
personally acquainted, who, being by me duly sworn, says that he is _____ President and that
W. Ralph Taylor is _____ Secretary 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 6th day of May, 2005.

Melany C. West
Notary Public

My Commission Expires:

9-1-99



Notary seal or stamp must appear within above box.

STATE OF NORTH CAROLINA
COUNTY OF Lenoir Duplin

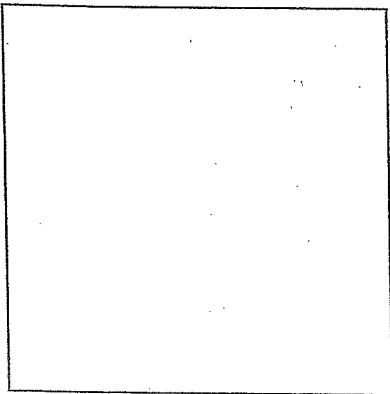
I, Kay H. Evans, a Notary Public in and for said County and State, do hereby certify that on the 12 day of May, 2005, before me personally appeared Leroy R Stroud with whom I am personally acquainted, who, being by me duly sworn, says that he is the President and that Gary F Kennedy is the Secretary 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 the President; that the said the President and the 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 12 day of May, 2005.

Kay H. Evans
Notary Public

My Commission Expires:

6-26-05



Notary seal or stamp must appear within above box.

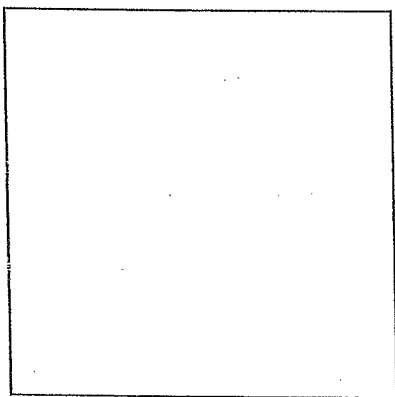
STATE OF NORTH CAROLINA
COUNTY OF Ditt

I, Janice J. Barrett, a Notary Public in and for said County and State, do hereby certify that on the 3rd day of May, 2005, before me personally appeared Glenn Strickland with whom I am personally acquainted, who, being by me duly sworn, says that he is Virgil D'Neal 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 Virgil D'Neal President; that the said Virgil D'Neal President and Glenn Strickland 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 3rd day of May, 2005.

Janice J. Barrett
Notary Public

My Commission Expires:



Notary seal or stamp must appear within above box.

STATE OF NORTH CAROLINA
COUNTY OF PITT

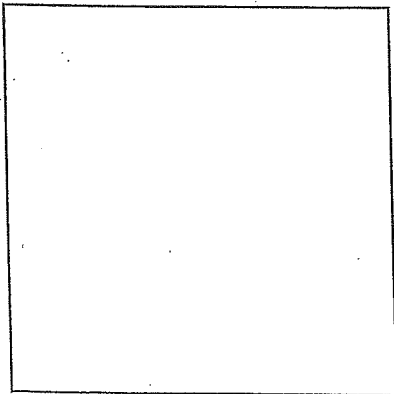
I, Cynthia W. Dunn, a Notary Public in and for said County and State, do hereby certify that on the 9th day of May, 2005, before me personally appeared Stephen W. Tripp with whom I am personally acquainted, who, being by me duly sworn, says that he is Mayor and that Dorothy C. Bridges is Town Clerk of 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 9th day of May, 2005.

Cynthia W. Dunn
Notary Public

My Commission Expires:

March 19, 2008



Notary seal or stamp must appear within above box.

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 14 day of June, 2005, before me personally appeared T.A. Bright 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.

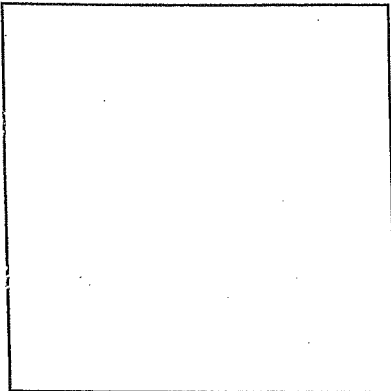
WITNESS my hand and notarial seal, this the 14 day of June, 2005.

J.R. Hudson

Notary Public

My Commission Expires:

2-16-09



Notary seal or stamp must appear within above box.

STATE OF NORTH CAROLINA
COUNTY OF Pitt

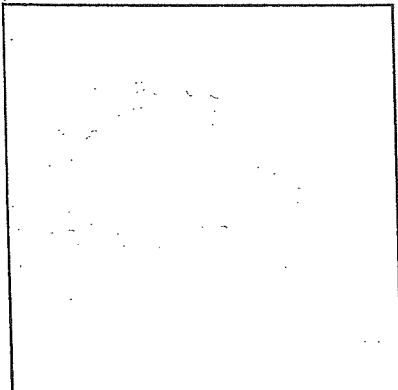
I, Cindy B. Griner, a Notary Public in and for said County and State, do hereby certify that on the 1st day of April, 2005, before me personally appeared H. Glenn Hardee with whom I am personally acquainted, who, being by me duly sworn, says that he is _____ President and that Barry T. Sutton is _____ 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 1st day of April, 2005.

Cindy B. Griner
Notary Public

My Commission Expires:

9-16-06



Notary seal or stamp must appear within above box.

NBMAIN\595303\1

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 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 to pay their respective shares of the financial obligations incurred by the Authority for such Water Project;

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

This the 2nd day of August, 2004.

CITY OF KINSTON

By: Johnnie Mosley
Mayor

ATTEST

Carol L. Barwick
City Clerk

**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, Bell Arthur Water Corporation is one of the 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 to pay their respective shares of the financial obligations incurred by the Authority for such Water Project;

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

This the 20th day of July, 2004.

BELL ARTHUR WATER CORPORATION

By: Glen Strickland
President

ATTEST

Vaughn E. Qf
Secretary

**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, Deep Run Water Corporation is one of the 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

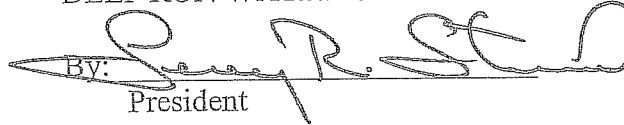
WHEREAS, the U.S. Department of Agriculture/Rural Development ("USDA") has determined that the Water Project is eligible for loans and grants from USDA and desires to assist the Authority with implementation of the Water Project; and

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

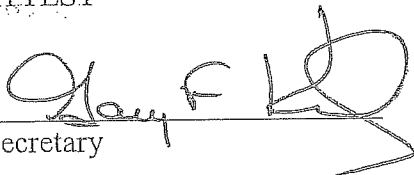
NOW, THEREFORE, BE IT RESOLVED that the Board Members of the Deep Run Water Corporation hereby expresses its agreement to ratify the Second Amendment to the Inter-Local Agreement for Water Supply ("Agreement").

This the 26th day of July, 2004.

DEEP RUN WATER CORPORATION

By: 
President

ATTEST


Secretary

**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, North Lenoir Water Corporation is one of the 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 to pay their respective shares of the financial obligations incurred by the Authority for such Water Project;

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

This the 18th day of August, 2004.

NORTH LENOIR WATER CORPORATION

By: John W. Pope
President

ATTEST

W. Ralph Tappan
Secretary

**RESOLUTION OF AGREEMENT
TO AMEND THE INTER-LOCAL
AGREEMENT FOR WATER SUPPLY
NEUSE REGIONAL WATER AND SEWER AUTHORITY**
04-05-06

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 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

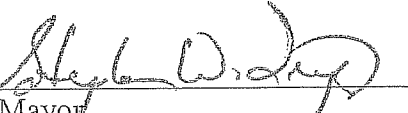
WHEREAS, the U.S. Department of Agriculture/Rural Development ("USDA") has determined that the Water Project is eligible for loans and grants from USDA and desires to assist the Authority with implementation of the Water Project; and

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

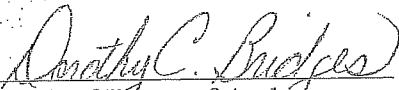
NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Ayden hereby expresses its agreement to ratify the Second Amendment to the Inter-Local Agreement for Water Supply ("Agreement").

This the 13th day of September, 2004.

TOWN OF AYDEN

By: 
Mayor

ATTEST


Clerk of 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 Grifton is one of the 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

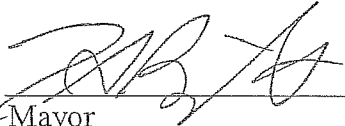
WHEREAS, the U.S. Department of Agriculture/Rural Development ("USDA") has determined that the Water Project is eligible for loans and grants from USDA and desires to assist the Authority with implementation of the Water Project; and

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

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

This the 10 day of August, 2004.

TOWN OF GIRFTON

By: 
Mayor

ATTEST


Clerk of 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 La Grange is one of the 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 to pay their respective shares of the financial obligations incurred by the Authority for such Water Project;

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of La Grange hereby expresses its agreement to ratify the First and Second Amendment to the Inter-Local Agreement for Water Supply ("Agreement").

This the 23 day of August, 2004.

TOWN OF LA GRANGE

By: Donald H. Gurley
Mayor

ATTEST

Phyllis J. Harrison
Town Clerk

**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 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 to pay their respective shares of the financial obligations incurred by the Authority for such Water Project;

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

This the 10th day of AUGUST, 2004.

TOWN OF PINK HILL

By: Carly Mitchell
Mayor

ATTEST

Debra Cassell
Clerk of Town of Pink Hill