

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

THIS FIFTH AMENDMENT TO THE INTER-LOCAL AGREEMENT FOR WATER SUPPLY (hereinafter referred to as the "Amendment") is made and entered into as of the 25th day of May, 2006, 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")
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. 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

April __, 2006

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
Eastern Pines	1.490	36.257	\$ 121,100
TOTALS	9.287	214.126	715,100

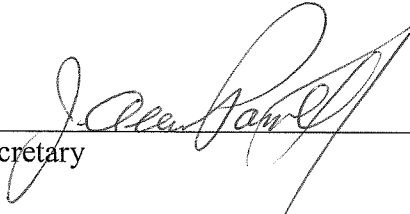
- Minimum Monthly Purchase Amounts Shown for Minimum Purchases as a Percent of Full Water Requirements (FWR)
- Eastern Pines Minimum Purchase Based on 80% of FWR

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

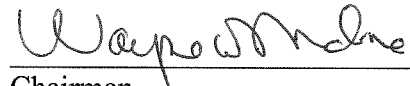
IN TESTIMONY WHEREOF, each Member Entity has caused this Amendment to be executed in its corporate name by its Mayor or President and its seal to be hereunto affixed and attested by its City Clerk or Secretary; and the Authority has caused this Amendment to be executed in its corporate name by its Chairman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

NBMAIN\675935\1

NEUSE REGIONAL WATER AND SEWER
AUTHORITY



Secretary

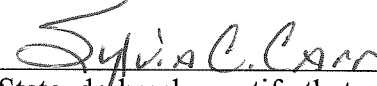
By: 

Chairman

[SEAL]

STATE OF NORTH CAROLINA

COUNTY OF LENOIR

I, _____, a Notary Public in and for said County and State, do hereby certify that on the _____ day of June, 2006, 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 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 the 5th day of June, 2006.

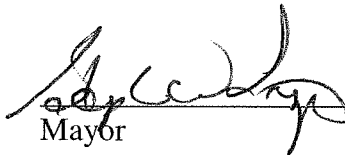


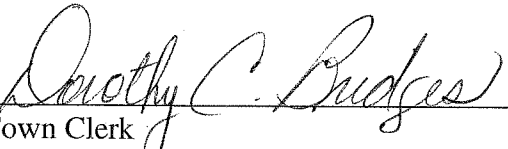
Notary Public

My Commission Expires:

6-1-09

TOWN OF AYDEN

By: 
Mayor

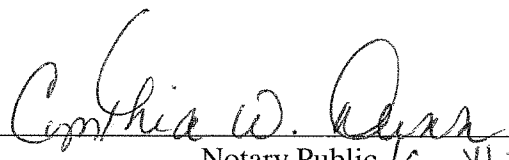

Town Clerk

[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 10 day of April, 2006, before me personally appeared Stephen W. Trepp with whom I am personally acquainted, who, being by me duly sworn, says that he is Mayor and that Dorothy C. Budge 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 10 day of April, 2006.


Notary Public (Cynthia W. Dunn)

My Commission Expires:

Mar 19, 2008

BELL ARTHUR WATER CORPORATION

By: Glenn Strickland
President

ATTEST:

Virgil E. 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 20th day of April, 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.

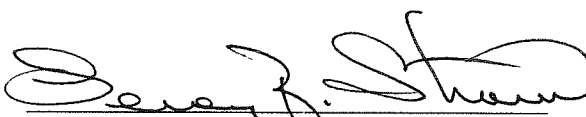
WITNESS my hand and notarial seal, this the 20th day of April, 2006.

Janice J. Barrett
Notary Public

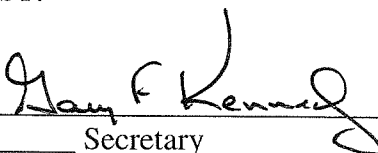
My Commission Expires:

November 22, 2006

DEEP RUN WATER CORP.

By: 
President

ATTEST:


Secretary

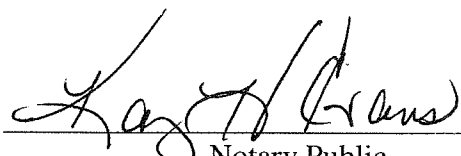
[CORPORATE SEAL]

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 6th day of April, 2006, before me personally appeared Gary F. Kennedy ~~Gary F. Kennedy~~ ~~Permy R. Smith~~ 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 _____ President; that the said _____ 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 6th day of April, 2006.


Notary Public

My Commission Expires:

6-26-10



EASTERN PINES WATER CORPORATION

By: Mary P. Leggett
Vice President

ATTEST:

Barry T. Sutton
Secretary

[CORPORATE SEAL]

STATE OF NORTH CAROLINA
COUNTY OF Pitt

I, Cindy B. Guiner, a Notary Public in and for said County and State, do hereby certify that on the 19th day of April, 2006, before me personally appeared Mary P. Leggett with whom I am personally acquainted, who, being by me duly sworn, says that he is Vice 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 Vice President; that the said Vice 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 19th day of April, 2006.

Cindy B. Guiner
Notary Public

My Commission Expires:

9-16-06

TOWN OF GRIFTON

By: B. R. Jackson
Mayor

Angel Hudson
Town Clerk

[SEAL]

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, Stephanie Pope Hedgepeth, a Notary Public in and for said County and State, do hereby certify that on the 25 day of April, 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 Angel Hudson 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 25 day of April, 2006.

Stephanie Pope Hedgepeth
Notary Public

My Commission Expires:

1/29/2011

CITY OF KINSTON

By:

O. A. Ritch, Jr.
Mayor

Carol L. Barwick
City Clerk

[SEAL]

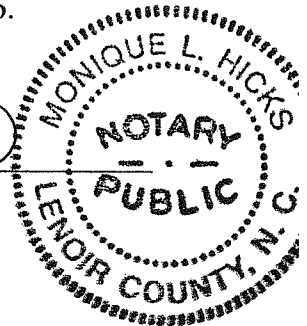
STATE OF NORTH CAROLINA

COUNTY OF LENOIR

I, Monique L. Hicks, a Notary Public in and for said County and State, do hereby certify that on the 1st day of May, 2006, before me personally appeared O. A. Ritch, Jr. with who 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 of 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 1st day of May, 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 19th day of April, 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 19th day of April, 2006.

Melany C. West
Notary Public

My Commission Expires:

9-1-09

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 16 day of ~~April~~^{MAY}, 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 16 day of ~~April~~^{MAY}, 2006.

Carol S. Sykes
Notary Public

My Commission Expires:

8-17-2007

(DOB)
Mailed 4/11/06
to Ward & Smith
How Ben

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

05-06-22

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 Fifth Amendment to the Inter-Local Agreement for Water Supply ("Agreement").

This the 10 day of April, 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;

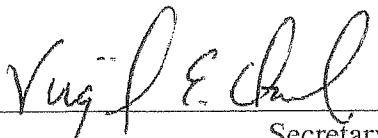
NOW, THEREFORE, BE IT HEREBY RESOLVED that the Bell Arthur Water Corporation hereby expresses its agreement to ratify the Fifth Amendment to the Inter-Local Agreement for Water Supply ("Agreement").

This the 17th day of April, 2006.

BELL ARTHUR WATER CORPORATION

By: , 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

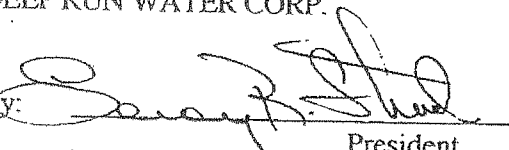
WHEREAS, the U.S. Department of Agriculture/Rural Development ("USDA") has determined that the Water Project is eligible for loans and grants from USDA and desires to assist the Authority with implementation of the Water Project; and

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 Fifth Amendment to the Inter-Local Agreement for Water Supply ("Agreement").

This the 6th day of April, 2006.

DEEP RUN WATER CORP.

By: , President

ATTEST

, Secretary

NBMAIN\676077\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

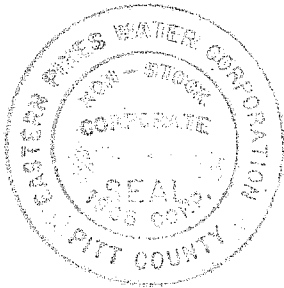
WHEREAS, the Authority intends to construct a raw water intake on the Neuse River and an associated water treatment and transmission system for supplying treated water to the Member Entities ("Water Project"); and

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 Fifth Amendment to the Inter-Local Agreement for Water Supply ("Agreement").

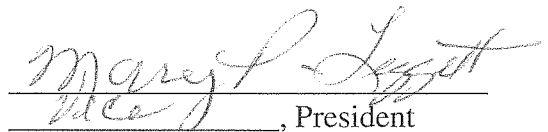
This the 10th day of April, 2006.



ATTEST

, Secretary

EASTERN PINES WATER CORPORATION

By: , President

**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 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

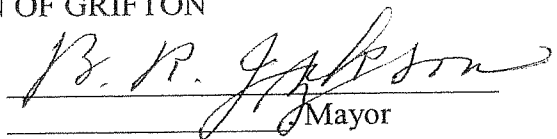
WHEREAS, the Member Entities have reaffirmed their commitment to participate in the Water project and pay their respective shares of the financial obligations incurred by the Authority for such Water Project;

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

This the 25 day of April, 2006.

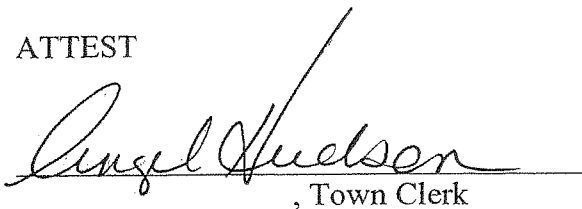
TOWN OF GRIFTON

By:



Mayor

ATTEST



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 Fifth Amendment to the Inter-Local Agreement for Water Supply ("Agreement").

This the 1st day of May, 2006.

CITY OF KINSTON

By: , Mayor

ATTEST


_____, City Clerk

**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 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 North Lenoir Water Corporation hereby expresses its agreement to ratify the Fifth Amendment to the Inter-Local Agreement for Water Supply ("Agreement").

This the 19th day of April, 2006.

NORTH LENOIR WATER CORPORATION

By: Jack Pappas, President

ATTEST

W. Ralph Taylor
Secretary

**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

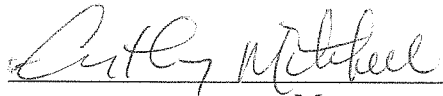
WHEREAS, the U.S. Department of Agriculture/Rural Development ("USDA") has determined that the Water Project is eligible for loans and grants from USDA and desires to assist the Authority with implementation of the Water Project; and

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 Fifth Amendment to the Inter-Local Agreement for Water Supply ("Agreement").

This the 11th day of April May, 2006.

TOWN OF PINK HILL

By: , Mayor

ATTEST

, Town Clerk