

FOURTH SUPPLEMENTAL AGREEMENT

THIS FOURTH SUPPLEMENTAL AGREEMENT, made and entered into this the eighth day of November 2002, by and between the ROANOKE RAPIDS SANITARY DISTRICT, 1000 Jackson Street, Roanoke Rapids, North Carolina 27870, hereinafter referred to as the "Seller", and NORTHAMPTON COUNTY, c/o Northampton County Administrator, Jackson, North Carolina 27845, hereinafter referred to as the "Purchaser".

W I T N E S S E T H

WHEREAS, an agreement was entered into on the 13th day of May 1986, by and between Roanoke Rapids Sanitary District and by Northampton County for the purchase of water from the Roanoke Rapids Sanitary District upon the terms and conditions therein described;

AND WHEREAS, said agreement was renegotiated on the 1st day of July 1989, by and between the Roanoke Rapids Sanitary District and by Northampton County for the purchase of water from the Roanoke Rapids Sanitary District upon the terms and conditions therein described;

AND WHEREAS, the parties hereto executed a SUPPLEMENTAL AGREEMENT dated the 14th day of September 1993, wherein said contract was extended for a full forty-year (40) period.

AND WHEREAS, the parties hereto executed a SECOND SUPPLEMENTAL AGREEMENT dated the 17th day of April, 1995, wherein said contract was extended for a full forty (40) year period; wherein the maximum volume was established at ninety-two thousand (92,000) gallons per day; wherein the minimum daily volume was established as fifty thousand (50,000) gallons per day; and wherein paragraph B (1)(b) was deleted

AND WHEREAS, the parties hereto executed a THIRD SUPPLEMENTAL AGREEMENT dated the 12th day of September 1995, wherein said contract was extended for a full forty (40) year period; wherein the maximum volume was established at one hundred forty-two thousand (142,000) gallons per day; wherein the minimum daily volume was established as seventy-five thousand (75,000) gallons per day; and wherein paragraph B (1)(b) was deleted

AND WHEREAS, Northampton County has requested the Roanoke Rapids Sanitary District to establish the maximum volume and extend the terms of this contract for a term of forty (40) years from the date of this FOURTH SUPPLEMENTAL AGREEMENT and thereafter extend for such term, or terms, as may be agreed upon by the Seller and Purchaser.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That said parties hereto, in consideration of the promises and the sum of One Dollar cash to each by the other paid, the receipt of thereof is hereby acknowledged, and the covenants and agreements hereinafter mentioned to be performed by each of said parties hereto, and other good and valuable considerations, do hereby mutually covenant, promise and agree to and with each other, as follows:

1. That paragraph C (1) (Term of Contract) of said contract dated July 1, 1989, be amended as follows:

(a) That this contract shall extend for a term of forty (40) years from the date of this FOURTH SUPPLEMENTAL AGREEMENT and thereafter extend for such term, or terms, as may be agreed upon by the Seller and Purchaser; and

2. That paragraph A (1)(a) (Quality and Quantity) of said contract dated July 1, 1989, be amended as follows:

(a) Effective November 12, 2002, the maximum volume shall be five hundred thousand (500,000) gallons per day.

3. That paragraph A (2) (Point of Delivery and Conditions of Delivery) of said contract be amended as follows:

(c) Effective November 12, 2002, a point of delivery shall be from a 10" main located on North Carolina HWY 46 at the western boundary of the Town of Gaston, a point of delivery shall be from an 8" water main on North Carolina HWY 48 at the northeastern boundary of the Town of Gaston, and a point of delivery shall be from a 8" main located on Old Emporia Road at the northern boundary of the Town of Gaston.

4. That paragraph A (3) (Metering Equipment) of said contract be amended as follows:

(a) Effective November 12, 2002, the metering equipment shall be read on the 18th day of the month.

5. That paragraph B (1) (Rates and Payment Date) of said contract be amended as follows:

(c) Effective November 11, 2003, the minimum daily volume shall be three hundred sixty-five thousand (365,000) gallons per day.

6. Effective April 17, 1995, paragraph B (1)(b) is hereby deleted.

7. Effective November 12, 2002, paragraph C (11) of said contract shall be amended as follows:

(a) The Sanitary District shall not be responsible for damages because of failure to furnish or maintaining adequate chlorine residual in the County-wide Water system for disinfections purposes.

(b) Should the Sanitary District determine that it is in its best interest to change its chlorine disinfections process in favor of alternative disinfections then the Sanitary District will endeavor to provide Purchaser written notification prior to design development of the selected alternative process.

8. That Purchaser desires to purchase more than the maximum quantity of water which the Seller has agreed to deliver under said contract, as amended by supplemental agreement, thereby resulting in costs to the Seller's delivery system which are necessary to furnish the desired additional quantity of water with such costs being borne by the Purchaser for Engineering fees and installation of a 6" finished water meter and telemetry system including all appurtenances to be located at the existing "Gaston Meter" at the Sanitary District's water treatment plant.

9. The terms and conditions of the FIRST SUPPLEMENTAL AGREEMENT dated the 14th day of September 1993, and the terms and conditions of the SECOND SUPPLEMENTAL AGREEMENT dated the 17th day of April 1995, and the terms and conditions of the THIRD SUPPLEMENTAL AGREEMENT dated the 12th day of September 1995, shall be null and void upon execution of this FOURTH SUPPLEMENTAL AGREEMENT.

10. It is expressly understood and agreed between the parties hereto that, except as specifically modified, altered or changed by this FOURTH SUPPLEMENTAL AGREEMENT, all other terms, conditions and requirements contained in the previous agreement(s) between the Roanoke Rapids Sanitary District and Northampton County shall remain in full force and effect in the same and in as full and ample manner as though the same were incorporated herein or as though the terms of this FOURTH SUPPLEMENTAL AGREEMENT were incorporated therein.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be executed in two counterparts, each of which shall constitute an original.

Seller:

ROANOKE RAPIDS SANITARY DISTRICT

By: _____
C.T. Lynch, Jr., Chairman

Attest:

J. W. Smith, Secretary

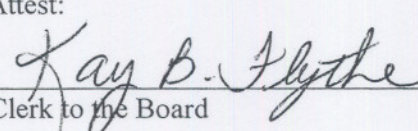
Purchaser:

NORTHAMPTON COUNTY

By:  _____

Title: Chairman, County Board of Commissioners

Attest:

 _____
Clerk to the Board