

**AMENDMENT NO. 3**  
to  
Water Purchase Contract dated 23 October 2003  
Between  
the City of Jackson (Seller) and the Breathitt County Water District (Buyer)

The parties to the Water Purchase Contract have identified a need to amend the Water Purchase Contract dated 23 October 2003 to:

- Eliminate the quantity and rate restrictions and the surcharge for water in excess of 2,500,000 gallons per month;
- Add a sixth Point of Delivery

Upon execution, this Amendment dated May 21, 2008 shall become a part of the Contract, equally binding as the original Contract.

**The Contract is hereby amended is follows:**

**Section A.1.** All Point of Delivery locations shall carry no minimum or maximum volume of water, or delivery rate (gpm) at this time. The Seller reserves the right to establish a minimum sale and/or a maximum volume or rate at a later date. If such limits are to be imposed, the Seller shall notify the Buyer in writing and an amendment to the Water Purchase Contract shall be executed.

**Section A.5.** In the original Contract allows for the Seller to furnish the Buyer finished water through two points of delivery (# 1 & 2). Amendment No. 1 added two more points of delivery (# 3 & 4); Amendment No. 2 added one more point of delivery (# 5):

Point of Delivery No. 1..... master meter at EOL of Seller's line on KY 30

Point of Delivery No. 2..... master meter at 12-inch flange at WTP yard

Point of Delivery No. 3..... master meter at EOL of Seller's line on KY 52

Point of Delivery No. 4..... master meter at intersection of KY 30 & Town Hill Rd

Point of Delivery No. 5..... master meter at KY 15 South and Lost Creek

This Amendment will add one more point of delivery:

**Point of Delivery No. 6..... master meter at KY 30 East near KY DOT Garage**

**Section B.2.c.** The surcharge rate for water volume greater than 2,500,000 gallons per month shall be eliminated.

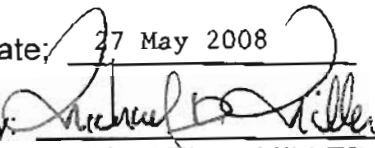


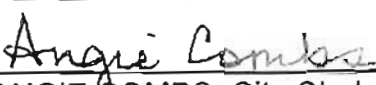
This Amendment consists of two pages.

In witness whereof, the parties hereto, acting under the authority of their respective governing bodies, has caused this Amendment to be duly executed in six (6) counterparts, each of which shall constitute an original.

Seller:

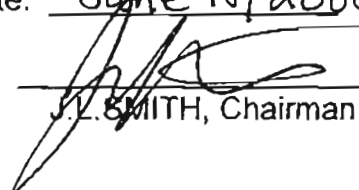
City of Jackson, Kentucky

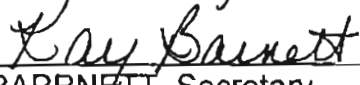
Date: 27 May 2008  
By:   
MICHAEL D. MILLER, Mayor

Date: 27 May 2008  
By:   
ANGIE COMBS, City Clerk

Buyer:

Breathitt County Water District

Date: June 18, 2008  
By:   
J.L. SMITH, Chairman

Date: June 18, 2008  
By:   
KAY BARNETT, Secretary

Rural Development Concurrence

By: \_\_\_\_\_  
Community Programs Specialist

Date: \_\_\_\_\_

