
**AMENDED AND RESTATED
SIXTH SUPPLEMENTAL
WATER SUPPLY AND WASTEWATER SERVICE AGREEMENT**

BETWEEN

THE CHISHOLM CREEK UTILITY AUTHORITY

AND THE

CITY OF BEL AIRE, KANSAS

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**AMENDED AND RESTATED
SIXTH SUPPLEMENTAL
WATER SUPPLY AND WASTEWATER SERVICE AGREEMENT**

This Amended and Restated Sixth Supplemental Water Supply and Wastewater Service Agreement (the “Sixth Supplemental Agreement”) is made and entered into as of March 25, 2025, by and between **THE CHISHOLM CREEK UTILITY AUTHORITY** (the “Seller”) and the **CITY OF BEL AIRE, KANSAS** (the “Purchaser”), and amends and restates in its entirety the Sixth Supplemental Water Supply and Wastewater Service Agreement, as amended February 11, 2025.

WITNESSETH:

WHEREAS, the Seller and Purchaser have heretofore entered into a Water Supply and Wastewater Service Agreement, dated as of March 1, 2002 (the “Original Agreement”), as amended and supplemented by a First Supplemental Water Supply and Wastewater Service Agreement, dated as of October 1, 2004 (the “First Supplemental Agreement”), as further amended and supplemented by a Second Supplemental Water Supply and Wastewater Service Agreement, dated as of April 1, 2007, as further amended and supplemented by a Third Supplemental Water Supply and Wastewater Service Agreement, dated as of November 1, 2012 (the “Third Supplemental Agreement”), as further amended and supplemented by a Fourth Supplemental Water Supply and Wastewater Service Agreement, dated as of December 30, 2015 (the “Fourth Supplemental Agreement”), and as further amended and supplemented by a Fifth Supplemental Water Supply and Wastewater Service Agreement, dated June 6, 2017 (the “Fifth Supplemental Agreement”), pursuant to which the Purchaser purchases potable water and wastewater collection and treatment services from the Seller; and

WHEREAS, pursuant to the Bond Indenture and Agreement, as defined herein, the Seller has financed certain water supply and distribution system improvements and wastewater collection and treatment improvements (the “Initial Project” and “Project Additions”) through the issuance of certain revenue bonds; and

WHEREAS, the Seller has, pursuant to the Bond Indenture and *Section 7.2* of the Original Agreement, authorized the issuance of its Water and Wastewater Facilities Revenue Bonds (Cities of Bel Aire and Park City, Kansas Project), Series 2025” in an aggregate principal amount \$22,000,000 (the “Series 2025 Bonds”), to finance a project to enhance nutrient removal by the wastewater treatment plant (WWTP) in order to meet future permit limits and better protect the receiving stream and environment while increasing the capacity of the WWTP by approximately one-third, and any improvements related thereto (the “2025 Project Addition”); and

WHEREAS, the Seller and the Purchaser have determined that, as a result of the issuance of the Series 2025 Bonds, the Wastewater Base Charge and various other related Agreement provisions should be revised and updated; and

WHEREAS, pursuant to **Section 10.2(f)** of the Original Agreement, the Agreement may be amended, modified or otherwise altered in any manner by writing signed by both the Seller and the Purchaser; and

WHEREAS, pursuant to **Section 10.07** and **Section 10.08** of the Bond Indenture, the Agreement may be amended, changed, or modified without consent of Bondholders, but with written notice to the Bond Insurer, and with the consent of the Seller and the Trustee, if such amendment cures an ambiguity, inconsistency, defect or omission, is not to the material prejudice of the Trustee or Bondholders, and does not change the amount or time as of which payments under the Agreement are required to be paid; and

WHEREAS, Seller and the Purchaser find that it is necessary and advisable to amend **Section 3.2** of the Agreement to cure a defect in, and modify, the “true-up” provisions contained in that Section, and find that such amendment is not to the material prejudice of the Trustee or Bondholders, as such amendment shall be operative only after the obligations of the Purchaser and Seller, including especially those relating to Wastewater Base Charges and Water Base Charges, have been satisfied for a Contract Year, and shall not affect the tax-exempt status of any outstanding System Bonds; and

WHEREAS, the Seller and the Purchaser have authorized the execution of this Sixth Supplemental Water Supply and Wastewater Service Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements and covenants herein contained, the Seller and the Purchaser hereby agree as follows:

Section 1.1. Definitions. As used herein, the terms hereinafter set forth shall have the meanings herein given. In addition to the words and terms defined in this Sixth Supplemental Agreement, the capitalized words and terms in this Sixth Supplemental Agreement shall have the meanings assigned in the Agreement and Bond Indenture, unless some other meaning is plainly intended.

“Agreement” shall mean, jointly, the Original Agreement, the First Supplemental Agreement, the Second Supplemental Agreement, the Third Supplemental Agreement, Fourth Supplemental Agreement, Fifth Supplemental Agreement and this Sixth Supplemental Agreement, by and between Seller and the Purchaser, as the same may be amended from time to time.

“BOD” or “Biochemical Oxygen Demand” means the amount of oxygen consumed by bacteria and other microorganisms while they decompose organic matter under aerobic (oxygen is present) conditions at a specified temperature.

“Bond Indenture” shall mean the Trust Indenture, dated March 1, 2002, as amended and supplemented by a First Supplemental Trust Indenture, dated October 1, 2004, a Second Supplemental Trust Indenture, dated April 1, 2007, a Third Supplemental Trust Indenture, dated November 27, 2012, a Fourth Supplemental Indenture, dated December 30, 2015, a Fifth Supplemental Indenture, dated June 6, 2017, and a Sixth Supplemental Indenture, dated March 25, 2025, between Seller and The Bank of New York Mellon Trust Company, N.A., Chicago, Illinois, or successors and assigns, as Trustee, authorizing the issuance of revenue bonds of the Seller, including the Initial Bonds, the Series 2004 Bonds, the Series 2007 Bonds, the Series 2012 Bonds, the Series 2015 Bonds, the Series 2017 Bonds and the Series 2025 Bonds, as amended or supplemented as in the Bond Indenture provided.

“Consulting Engineer” shall mean one or more engineers or engineering firms designated as such by the Seller, having a favorable reputation for expertise in the operation of water and wastewater public utilities and a comprehensive understanding of cost-of-service principles and methodologies (as prescribed in the “Manuals of Practice for prescribed cost-of-service principles and methodologies” definition) to conduct cost-of-service analysis and establish cost-based rates.

“Domestic Strength Wastewater” and “Extra Strength Wastewater” shall mean wastewater that meets any of the following characteristics based on the influent design capacity of the Seller’s wastewater treatment facility:

Component	Domestic Strength Wastewater	Extra Strength Wastewater
Total Suspended Solids (TSS)	≤ 239 mg/L	> 239 mg/L
Biochemical Oxygen Demand (BOD)	≤ 239 mg/L	> 239 mg/L
Ammonia	≤ 36 mg/L	> 36 mg/L
Phosphorus	≤ 8 mg/L	> 8 mg/L

“Fixed Wastewater Base Charge” shall mean the amount owed by Purchaser to Seller with respect to Debt Service for the Wastewater collection and treatment portion of the System, as set forth on **Exhibit C** attached to this Sixth Supplemental Agreement, plus amounts necessary, following draws on the Debt Service Reserve Fund, 2025 Debt Service Reserve Fund or any other debt service reserve fund or account established by the Bond Indenture, to replenish such Fund to the Series Required Reserve established by the Bond Indenture. Such replenishment shall be done in the proportion that the Purchaser’s remaining Fixed Wastewater Base Charges set forth on **Exhibit C** (excluding any amounts to replenish a Series Required Reserve amount) bears to the total remaining debt service of the System Bonds.

“Fixed Water Base Charge” shall mean the amount owed by Purchaser to Seller with respect to Debt Service for the Water treatment and supply portion of the System, as set forth on **Exhibit C** attached to this Sixth Supplemental Agreement, plus amounts necessary, following draws on the Debt Service Reserve Fund, 2025 Debt Service Reserve Fund or any other debt service reserve fund or account established by the Bond Indenture, to replenish such Fund to the Series Required Reserve established by the Bond Indenture. Such replenishment shall be done in the proportion that the Purchaser’s remaining Fixed Water Base Charges set forth on **Exhibit C** (excluding any amounts to replenish a Series Required Reserve amount) bears to the total remaining debt service of the System Bonds

“Manuals of Practice for prescribed cost-of-service principles and methodologies” shall mean, as applicable, the:

- (1) *American Water Works Association’s M1 Manual of Practice: Principles of Water Rates, Fees, and Charges, Seventh Edition*, or such later edition or different manual that is then recognized by the Consulting Engineer as the industry standard manual of practice for prescribed cost of service principles and methodologies; and
- (2) *Water Environment Federation’s Manual of Practice No. 27: Financing and Charges for Wastewater Systems, Fourth Edition*, or such later edition or different manual that is then recognized by the Consulting Engineer as the industry standard manual of practice for prescribed cost of service principles and methodologies.

“Monthly Wastewater Service Costs” shall mean all of the Seller's costs that are calculated in total dollars and in the form of a rate per 1,000 gallons of wastewater treated to the extent not included in the Costs of Acquisition and Construction resulting from the ownership, operation, maintenance and repair of, and renewals, replacements, additions, improvements, betterments and modifications to, the wastewater collection and treatment portion of the System, including, but not limited to, the following items of costs that are paid or incurred by the Seller during each Month of each Contract Year in connection with the Wastewater collection and treatment portion of System:

- (1) the Wastewater Base Charge for the month (i.e., the amount of Debt Service required to be deposited during such Month into any fund or account established by the Bond Indenture allocable to the wastewater collection and treatment portion of the System);

- (2) one-twelfth (1/12) of the costs of operation, maintenance, administration and general expenses of the wastewater collection and treatment portion of System for such Contract Year (including additional costs for collection, measuring and treating Extra Strength Wastewater, as prescribed in **Section 1.7** of this Sixth Supplemental Agreement), which are not included in the costs and expenses specified in other clauses of the definition of “Monthly Wastewater Service Costs;”
- (3) the amount required to be paid or deposited during such Month into any fund or account established by the Bond Indenture, other than funds and accounts referred to in clause (1) above, other than amounts required to be paid or deposited by reason of the transfer of amounts from such funds or accounts to the funds or accounts referred to in clause (1) above, including the trustee's fees and expenses and amounts required to replenish the Reserve and Replacement Fund established by the Bond Indenture, allocable to the wastewater collection and treatment portion of the System;
- (4) any amount which the Seller may require to pay for the prevention or correction of any unusual loss or damage or for major renewals, replacements, repairs, additions, improvements, betterments and modifications necessary, in the opinion of the Consulting Engineer, to keep the wastewater collection and treatment portion of System in good operating condition or to prevent a loss of revenues therefrom, to the extent that (A) the Seller is not reimbursed by the proceeds of insurance covering the same; (B) funds for such payment are not available to the Seller from any funds or accounts established under the Bond Indenture or Resolution for such purpose, or are available, but subject to replenishment under the Indenture; and (C) funds for such payment are not provided by the issuance of additional bonds pursuant to **Section 7.1** of this Agreement; and
- (5) any other amounts necessary for the Seller to comply with the covenants and conditions contained in the Bond Indenture, allocable to the Wastewater collection and treatment portion of the System.

Seller shall apply, as a credit against Monthly Wastewater Service Costs, all receipts, revenues and other moneys received by it from the sale of surplus equipment, materials and supplies relating to the Wastewater collection and treatment portion of the System and from the sale of Wastewater Services pursuant to **Section 8.1** of this Agreement. The Purchaser shall receive as a credit against the amount due under subparagraph (1) above all surplus revenues, funds and monies from prior Contract Years as described in **Section 3.2** of this Agreement.

If such Contract Year embraces eleven (11) or fewer whole Months, the fraction expressed in clause (2) above shall be adjusted by substituting a denominator equal to such number of whole Months.

“**Pretreatment**” shall mean the reduction of the amount of pollutants, the removal of pollutants or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the municipal sewer system. The reduction or alteration can be obtained by physical, chemical or biological processes or process changes by other means, except by dilution as prohibited by federal regulation.

“**Purchaser's Ordinance**” means, jointly, Ordinance Nos. 365, 417, 457, 517 586, 618, and _____ of the Purchaser, which approve and authorize execution of the Agreement and make certain covenants in relation thereto, as amended and supplemented.

“Resolution” shall mean, jointly, the resolutions of the Seller authorizing the Bond Indenture and the issuance of the Initial Bonds, the Series 2004 Bonds, the Series 2007 Bonds, the Series 2012 Bonds, the Series 2015 Bonds, the Series 2017 Bonds and the Series 2025 Bonds.

“System Bonds” shall mean the Series 2004 Bonds, the Series 2007 Bonds, the Series 2012 Bonds, the Series 2015 Bonds, the Series 2017 Bonds, the Series 2025 Bonds and additional bonds permitted by **Section 7.1** of the Original Agreement and refunding bonds permitted by **Section 7.2** of the Original Agreement.

“TSS” or “Total Suspended Solids” means any waterborne particles that exceed two microns in size.

“Variable Wastewater Base Charge” shall mean the amount owed by Purchaser to Seller with respect to Debt Service for the Wastewater collection and treatment portion of the System, as set forth on **Exhibit C** attached to this Sixth Supplemental Agreement, plus amounts necessary, following draws on the Debt Service Reserve Fund, 2025 Debt Service Reserve Fund or any other debt service reserve fund or account established by the Bond Indenture. Such replenishment shall be done in the proportion that the Purchaser’s remaining Variable Wastewater Base Charges set forth on **Exhibit C** (excluding any amounts to replenish a Series Required Reserve amount) bears to the total remaining debt service of the System Bonds, *provided that* such replenishment is subject to the costs of service methodologies and true up provisions described in **Section 3.2** of this Agreement.

“Variable Water Base Charge” shall mean the amount owed by Purchaser to Seller with respect to Debt Service for the Water treatment and supply portion of the System, as set forth on **Exhibit C** attached to this Sixth Supplemental Agreement, plus amounts necessary, following draws on the Debt Service Reserve Fund, 2025 Debt Service Reserve Fund or any other debt service reserve fund or account established by the Bond Indenture, to replenish such Fund to the Series Required Reserve established by the Bond Indenture. Such replenishment shall be done in the proportion that the Purchaser’s remaining Variable Water Base Charges set forth on **Exhibit C** (excluding any amounts to replenish a Series Required Reserve amount) bears to the total remaining debt service of the System Bonds.

“Wastewater Base Charge” means, jointly, the Fixed Wastewater Base Charge and Variable Wastewater Base Charge.

“Water Base Charge” means, jointly, the Fixed Water Base Charge and Variable Water Base Charge.

Section 1.2. Effective Date, Term. Upon execution of this Sixth Supplemental Agreement by the Seller and the Purchaser and the execution of similar contracts by the Seller and the other Contracting Members, this Sixth Supplemental Agreement shall be in full force and effect. Except if earlier terminated in accordance with **Section 1.16** of this Sixth Supplemental Agreement, the term of the Agreement shall extend to the last day of the Contract Year in which all System Bonds and the interest thereon have been paid in full or provision for the payment thereof has been made in accordance with any indenture or bond resolution relating thereto.

Section 1.3. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

Section 1.4. Exhibit A and Exhibit C. **Exhibit A** to the Agreement shall now be and refer to **Exhibit A** attached to this Sixth Supplemental Agreement.

Exhibit C to the Agreement shall now be and refer to **Exhibit C** attached to this Sixth Supplemental Agreement. Such **Exhibit C** now reflects Wastewater Base Charges and Water Base Charges applicable after issuance of the Series 2025 Bonds.

Section 1.5. Amendment of Section 2.3 of Agreement. *Section 2.3* of the Original Agreement is hereby amended to read as follows:

Section 2.3 Delivery of Wastewater Services; Notification; and Pretreatment Program. Wastewater delivered from the Purchaser shall be delivered and title thereto shall pass at the Point(s) of Delivery and at authorized service meter connections established in accordance with the Seller's Rules and Regulations. The Seller agrees to notify the Purchaser in writing at least 30 days in advance of the estimated date of initial capability to accept wastewater from Purchaser. The Points of Delivery to be provided by Seller are identified on **Exhibit B**.

The Purchaser shall establish and implement a program for Pretreatment for wastewater it delivers to the Points of Delivery by not later than January 1, 2025.

Section 1.6. Amendment of Section 3.2 of Agreement. *Section 3.2* of the Original Agreement is hereby amended to read as follows:

Section 3.2. Budget, Payment; True-Up.

(a) On or before the 180th day prior to the commencement of each Contract Year, the Seller shall prepare and deliver to the Purchaser:

- (i) a budget presenting a detailed estimate of the Monthly Wastewater Service Costs and Monthly Water Supply Costs for such Contract Year and the Wastewater Rate and Water Rate required to meet such costs; and
- (ii) for each Contract Year commencing January 1, 2026, and thereafter, a budget presenting a detailed estimate of the Revised Monthly Wastewater Service Costs and Revised Monthly Water Supply Costs for such Contract Year, using the cost-of-service methodologies described in **Section 3.2(d)(i)(A)** below, and the Wastewater Rate and Water Rate required to meet such costs.
- (iii) The intent of the foregoing **Section 3.2(a)(i) and (ii)** provisions is to allow the Purchaser, in its own budget process, to use both the estimated Monthly Wastewater Service Costs and Monthly Water Supply Costs for such Contract Year and the Wastewater Rate and Water Rate required to meet such costs, and the estimated Revised Monthly Wastewater Service Costs and Revised Monthly Water Supply Costs for such Contract year and the Wastewater Rate and Water Rate required to meet such estimate of Revised Monthly Wastewater Service Costs and Revised Monthly Water Supply Costs. In preparing the estimated Revised Monthly Wastewater Service Costs and Revised Monthly Water Supply Costs for a Contract Year, as required in **Section 3.2(a)(ii)**, the Seller shall engage a Consulting Engineer to assist the Utility Manager, and the estimated Revised Monthly Wastewater Service Costs and Revised Monthly Water Supply Costs shall be based, among other things, upon \$/Kgal for volume and \$/pound BOD and TSS for Extra Strength Wastewater and estimates of flow and strength based on historical data, as required by the Manuals of Practice for prescribed cost-of-service principles and methodologies.

(b) At the end of each Month of each Contract Year the Seller shall review its budget of Monthly Wastewater Service Costs and Monthly Water Supply Costs for such Contract Year, including credits thereto. If the budget does not substantially correspond with actual receipts or expenditures or if there have been or are expected to be at any time during any Contract Year extraordinary receipts, credits or payments of costs substantially affecting the Monthly Wastewater Service Costs and Monthly Water Supply Costs, the Seller shall prepare and mail to the Purchaser a revised budget of Monthly Wastewater Service Costs and Monthly Water Supply Costs incorporating adjustments to reflect such receipts, credits or payments and any payments required to replenish working capital, which revised budget shall supersede the previous budget of Monthly Wastewater Service Costs and Monthly Water Supply Costs. The Seller shall engage a Consulting Engineer to assist it in the preparing any revised budget, as referenced in the preceding sentence.

(c) On or before the tenth (10th) day of each Month beginning with the month following the initial Month of the first Contract Year the Seller shall render to the Purchaser monthly statements representing:

- (i) the Wastewater Rate multiplied by the greater of (A) the actual number of 1,000-gallon units of wastewater collected from the Purchaser by the Seller during the preceding Month at all Points of Collection or (B) the Contracted Wastewater Amount allocable to the preceding Month; and
- (ii) the Water Rate multiplied by the greater of (A) the actual number of 1,000-gallon units of Water delivered to the Purchaser during the preceding Month at all Points of Delivery or (B) the Contracted Water Purchase Amount allocable to the preceding Month.

The Purchaser shall pay to the Seller the amounts shown on such statement on or before the 20th day of such Month.

- (d) (i) Not later than June 1 of each year, beginning June 1, 2026, the Seller:
 - (A) Shall revise its determination of the Monthly Wastewater Service Costs of the prior Contract Year, utilizing the cost of service methodology consistent with the Manuals of Practice for prescribed cost-of-service principles and methodologies, so that such revised Monthly Wastewater Service Costs will then reflect actual costs, actual flows and actual strength loadings of all Contracting Members for the prior Contract Year, which flows and strengths shall be metered and measured by the Seller (the "Revised Monthly Wastewater Service Costs"), *provided that* in calculating flows, Seller shall include any flow that Purchaser sends to any other entity and shall require that any such flow shall be metered and measured in the same manner as flow received by Seller; and
 - (B) Shall subtract Fixed Wastewater Base Charges from amounts actually received from Purchaser under subparagraph (c)(i) above, with the difference being the "Original Variable Wastewater Service Costs;" and
 - (C) Shall subtract Fixed Wastewater Base Charges from amounts actually received from Purchaser under subparagraph (c)(i) above from the total Revised Monthly Wastewater Service Costs for the prior Contract Year, with the difference being the "Revised Variable Wastewater Service Costs;" and

- (D) If (1) the Original Variable Wastewater Service Costs exceed the Revised Variable Wastewater Service Costs, the Purchaser shall receive a credit equaling such excess against the amounts due under subparagraph (c)(i) above, pro-rated over the Contract Year next succeeding such June 1 date, or (2) the Revised Variable Wastewater Service Costs exceed the Original Variable Wastewater Service Costs, the Purchaser shall owe a debit equaling such excess in addition to the amounts due under subparagraph (c)(i) above, pro-rated over the Contract Year next succeeding such June 1 date. Amounts, if any, in the Surplus Fund established by the Bond Indenture shall be applied to fund credits prescribed by this subparagraph.
- (ii) As of June 1 of each year, beginning June 1, 2026 the Seller:
 - (A) Shall revise its determination of the Monthly Water Service Costs of the prior Contract Year, utilizing the cost of service methodology consistent with the Manuals of Practice for prescribed cost-of-service principles and methodologies, updated to reflect actual costs, as well as demand, from whatever source, of all Contracting Members (the "Revised Monthly Water Service Costs"), *provided that* in calculating demand, Seller shall include water received by Purchaser from any other entity and shall require that any such water shall be metered in the same manner as water provided by Seller; and
 - (B) Shall subtract Fixed Water Base Charges from amounts actually received from Purchaser under subparagraph (c)(ii) above, with the difference being the "Original Variable Water Service Costs;" and
 - (C) Shall subtract Fixed Water Base Charges from amounts actually received from Purchaser from the total Revised Monthly Water Service Costs for the prior Contract Year, with the difference being the "Revised Variable Water Service Costs;" and
 - (D) If (1) the Original Variable Water Service Costs exceed the Revised Variable Water Service Costs, the Purchaser shall receive a credit equaling such excess against the amounts due under subparagraph (c)(ii) above, pro-rated over the Contract Year next succeeding such June 1 date, or (2) the Revised Variable Water Service Costs exceed the Original Variable Water Service Costs, the Purchaser shall owe a debit equaling such excess in addition to the amounts due under subparagraph (c)(ii) above, pro-rated over the Contract Year next succeeding such June 1 date. Amounts, if any, in the Surplus Fund established by the Bond Indenture shall be applied to fund credits prescribed by this subparagraph.
- (iii) The Seller shall engage a Consulting Engineer to assist the Utility Manager and perform an annual true-up analysis and audit necessary to produce the cost of service and true-up calculations and adjustments, and in meeting the requirements of, the preceding subparagraphs **(d)(i) and (ii) of Section 3.2.** The Consulting Engineer will present such annual cost of service and true-up calculations and adjustments to a meeting of the Seller's Board of Commissioners held at least 30 days before the June 1 effective date of such calculations and adjustments, as referenced above.

(e) The payments to be made pursuant to paragraph (c) above shall be due and payable from Revenues of the Purchaser's System as an operating expense of the Purchaser's System at the office of the Seller specified in **Section 10.7** of this Agreement, whether or not the Initial Project has been completed and whether or not the System is operating or operable or its production is suspended, interrupted, interfered with, reduced or curtailed or terminated in whole or in part, and such payments shall not be subject to any reduction, whether by offset, counterclaim, recoupment or otherwise, and shall not be conditioned upon the performance or nonperformance by the Seller or any other party under this Agreement or any other agreement for any cause whatsoever, including the Seller's inability to furnish Water or Wastewater Services.

(f) Amounts due and not paid by the Purchaser on or before the 30th day of the Month in which they are due shall bear an additional charge equal to the lesser of one and one-half percent (1 1/2%) per month, compounded monthly, or the maximum amount permitted under applicable law, until such amount and such additional charge are paid in full.

(g) In the event of any dispute as to any portion of any monthly statement, the Purchaser shall nevertheless pay the full amount shown on such statement when due and shall, within sixty (60) days from the date of such statement, give written notice of the dispute to the Seller. Such notice shall identify the disputed statement, state the amount in dispute and set forth a full statement of the grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given as aforesaid. The Seller shall give consideration to such dispute and shall advise the Purchaser with regard to the Seller's position relative thereto within thirty (30) days following receipt of such written notice. Upon determination of the correct amount, any difference between such correct amount and such full amount shall be subtracted from the statement next submitted to the Purchaser pursuant to paragraph (c) above after such determination.

Section 1.7 Extra Strength Wastewater Charge. In connection with the the cost of service and true-up calculations and adjustments, and in meeting the requirements of, subparagraphs **(a)(ii), (d)(i) and (ii) of Section 3.2**, charges for Extra Strength Wastewater shall be imposed beginning with the Contract Year commencing January 1, 2026, in accordance with the following schedule, *provided that* the Charge per Pound shall be periodically updated by the Seller, in consultation with the Consulting Engineer, based upon (a) metered data and industry standards, (b) the estimate of the Revised Monthly Wastewater Service Costs and Revised Monthly Water Supply Costs for such Contract Year, as prescribed in Section 3.2(a)(ii); and (c) amounts necessary to cover Seller's costs of service related to treatment of Extra Strength Wastewater:

<u>Component</u>	<u>Charge per Pound</u>
BOD	\$0.30
TSS	\$0.25

Section 1.8 Pretreatment Testing. The Seller and Purchaser agree that for Contract Years beginning January 1, 2025 and thereafter, the Seller shall test, and shall also cause the Consulting Engineer to test, on the same day wastewater Pretreatment, at each lift station from which wastewater flows directly to the Seller's wastewater treatment plant, which testing shall be conducted by the Seller and Consulting Engineer twice each month.

Section 1.9. Cost of Service Methodology Applicable in Future. The Seller and Purchaser agree that any Agreement amendments entered into in the future in connection with the issuance by the Seller of additional System Bonds for Project Additions shall include and apply only the cost of service methodology, including debt service and capital costs, as described above in subparagraphs **(d)(i)(A) and**

(d)(ii)(A) of Section 3.2, for any changes to Monthly Wastewater Service Costs and Monthly Water Service Costs resulting from the issuance of such additional System Bonds and associated debt service on those additional System Bonds. The Seller and Purchaser also agree that within 180 days of the date on which none of the Series 2007 Bonds, Series 2012 Bonds, Series 2015 Bonds and Series 2017 Bonds, or any System Bonds or other obligations issued by the Seller to refinance indebtedness represented by such bonds, remain Outstanding, the Agreement shall be replaced, so that that the cost of service methodology, as described above in subparagraphs **(d)(i)(A) and (d)(ii)(A) of Section 3.2**, shall be thereafter utilized in the determination of Monthly Wastewater Service Costs and Monthly Water Service Costs. The Seller and Purchaser shall engage counsel familiar with the Bond Indenture to assist with replacing the Agreement.

Section 1.10 Consulting Engineer. The Seller shall engage Burns & McDonnell as Consulting Engineer from the effective date of July 25, 2024, until August 1, 2028. Any Consulting Engineer shall serve in such capacity until a successor has been appointed and engaged by the Seller.

Section 1.11 Annual Calibration of Water and Wastewater Meters. All water and wastewater meters owned by the Seller and used for commercial measurement will be calibrated annually to the National Institute of Standards and Technology (NIST), with a certificate provided. To perform such calibration, the Seller will engage a Consulting Engineer with technical knowledge of calibration services and NIST certification. Wastewater meters will have a Custody Transfer Transmitter, meaning only someone with the correct password can make changes to the meter calibration, and will have a tamperproof seal or such later technology that is then recognized by the Consulting Engineer as the industry standard for calibration services and NIST certification.

Section 1.12 Equipment Inventory List and Map. The Purchaser shall provide an equipment inventory list and map of all lift stations to the Seller's Board of Commissioners annually on January 1st. The equipment inventory list should include water meters, wastewater meters, autosamplers, and lift stations, as well as applicable information regarding vault, location, specifications, and calibration.

Section 1.13. Interrupted Wastewater Service to Purchaser. Notwithstanding any other provision in the Agreement to the contrary, Seller may request Purchaser to bypass Seller's wastewater service and thereby interrupt the Seller's wastewater service to the Purchaser, *provided that* such request must be done in writing, shall include the reason for interrupted wastewater service, and shall constitute authorization of Purchaser to bypass Seller's wastewater service, *and provided further that* Purchaser will submit any costs related to such interrupted wastewater service to Seller and Seller will pay those costs.

Section 1.14. Severability; Inconsistent Provisions. If any provision in the Agreement is declared illegal or no longer in force by reason of any judgment or order issued by any court or regulatory body of jurisdiction, all remaining provisions of the Agreement not affected by such judgment or order shall continue in full force and effect. In case any one or more of the provisions of this Sixth Supplemental Agreement shall for any reason be inconsistent with the provisions of the Original Agreement, the First Supplemental Agreement, the Second Supplemental Agreement, the Third Supplemental Agreement, the Fourth Supplemental Agreement, the provisions of the Original Agreement, the First Supplemental Agreement, the Second Supplemental Agreement, the Third Supplemental Agreement, the Fourth Supplemental Agreement or Fifth Supplemental Amendment shall prevail with respect to the Series 2007 Bonds, Series 2012 Bonds, Series 2015 Bonds and Series 2017 Bonds, respectively, so long as such Series 2007 Bonds, Series 2012 Bonds, Series 2015 Bonds and Series 2017 Bonds are Outstanding.

Section 1.15. Ratification of Agreement. Except as expressly modified in this Sixth Supplemental Agreement, the Original Agreement, First Supplemental Agreement, Second Supplemental Agreement, Third Supplemental Agreement, Fourth Supplemental Agreement and Fifth Supplemental

Agreement, and the covenants therein contained are hereby ratified and confirmed by the parties as of the date of this Sixth Supplemental Agreement.

Section 1.16. Reserved.

Section 1.17. Electronic Transactions. The transactions related to the Agreement and described therein may be conducted and documents may be stored by electronic means.

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IN WITNESS WHEREOF, this Sixth Supplemental Agreement is executed by the duly authorized officers or representatives of the parties, pursuant to authority vested in them by the lawful action of their respective council, commission, or board, as of the day and year first above written.

**THE CHISHOLM CREEK UTILITY
AUTHORITY**

By: _____
Chairman, Jim Benage

By: _____
Commissioner, Brandi Bailly

ATTEST:

Secretary

ACKNOWLEDGMENT AND VERIFICATION OF SIGNATURES

I hereby certify that I am personally acquainted with the Chairman of the Seller whose signature appears above; and that I know that the signature appearing above is the true and genuine signature of said Chairman.

(Seal)

Notary Public

My Appointment Expires:

CITY OF BEL AIRE, KANSAS

By: _____
Mayor, Jim Benage

By: _____
Council President, Emily Hamburg

ATTEST:

City Clerk, Melissa Krehbiel

ACKNOWLEDGMENT AND VERIFICATION OF SIGNATURES

I hereby certify that I am personally acquainted with the Mayor and Council President of the Purchaser, whose signatures appear above; and that I know that the signatures appearing above are the true and genuine signatures of said Mayor and Council President.

(Seal)

Notary Public

My Appointment Expires:

EXHIBIT A

CONTRACTED WASTEWATER AMOUNTS

<u>Contract Year</u>	<u>Gallons Per Day</u>	<u>Gallons Per Year</u>
2003	596,398.9	217,685,597
2004	608,326.9	222,039,309
2005	620,493.4	226,480,095
2006	632,903.3	231,009,697
2007-2045, inclusive	645,561.4	235,629,891

CONTRACTED WATER PURCHASE AMOUNTS

<u>Contract Year</u>	<u>Gallons Per Day</u>	<u>Gallons Per Year</u>
2003	773,373.5	282,281,328
2004	788,840.9	287,926,955
2005	804,617.8	293,685,494
2006	820,710.2	299,559,204
2007-2045, inclusive	837,124.5	305,550,388

* Subject to the availability of Water or Wastewater Service capacity from the System, the Seller shall provide the Purchaser the opportunity to increase their Contracted Wastewater Amounts and Contracted Water Purchase Amounts prior to entering into contracts for the sale of Water or Wastewater Service to any other entity.

EXHIBIT C

Wastewater Base Charge and Water Base Charge (Effective as of March 25, 2025, the date of issue of the Series 2025 Bonds)

Fixed Base Charges Not Subject to Cost of Service Methods and True Up

Contract Year	Fixed Wastewater Base Charge	Fixed Water Base Charge	Total
2025	\$742,674.08	\$576,458.07	\$1,319,132.15
2026	728,417.76	566,728.69	1,295,146.45
2027	722,819.79	564,769.63	1,287,589.42
2028	724,880.44	563,845.51	1,288,725.95
2029	724,466.78	567,468.69	1,291,935.48
2030	722,430.93	563,465.35	1,285,896.28
2031	714,513.30	620,860.62	1,335,373.92
2032	581,868.92*	519,041.38*	1,100,910.30*
2033	73,656.95	8,002.65	81,659.60
2034	71,128.43	7,727.93	78,856.36
2035	71,348.30	7,751.82	79,100.12
2036	<u>71,458.24</u>	<u>7,763.76</u>	<u>79,222.00</u>
Total	<i>\$5,949,663.92</i>	<i>\$4,573,884.10</i>	<i>\$10,523,548.03</i>

*After credit for allocable amounts held in Debt Service Reserve Fund.

Variable Base Charges Subject to Cost of Service Methods and True Up

Contract Year	Variable Wastewater Base Charge	Variable Water Base Charge	Total
2025	\$228,020.00	\$0	\$228,020.00
2026	526,200.00	0	526,200.00
2027	526,200.00	0	526,200.00
2028	526,200.00	0	526,200.00
2029	526,200.00	0	526,200.00
2030	526,200.00	0	526,200.00
2031	526,200.00	0	526,200.00
2032	526,200.00	0	526,200.00
2033	1,171,200.00	0	1,171,200.00
2034	1,171,450.00	0	1,171,450.00
2035	1,172,575.00	0	1,172,575.00
2036	1,171,950.00	0	1,171,950.00
2037	1,172,075.00	0	1,172,075.00
2038	1,172,825.00	0	1,172,825.00
2039	1,171,575.00	0	1,171,575.00
2040	1,170,825.00	0	1,170,825.00
2041	1,172,950.00	0	1,172,950.00
2042	1,172,700.00	0	1,172,700.00
2043	1,172,600.00	0	1,172,600.00
2044	1,170,900.00	0	1,170,900.00
2045	<u>1,172,600.00</u>	<u>0</u>	<u>1,172,600.00</u>
Total	<i>\$19,147,645.00</i>	<i>\$0</i>	<i>\$19,147,645.00</i>