



DuPage Water Commission

MEMORANDUM

TO: Chairman Rathje and Commissioners

FROM: Robert L. Martin, P.E. *[Signature]*
General Manager

DATE: November 10, 2009

SUBJECT: Supplemental Board Package Material

Attached please find the following:

1. Revised Commission Agenda
2. Revised Request for Board Action - Storage Tank Liability Insurance
3. Letter dated November 10, 2009 from Michael Nugent regarding Pollution Liability Renewal
4. Resolution No. R-68-09: A Resolution Approving and Authorizing the Execution of the AT&T Customer Work Agreement for Project Number 7587433 for Emergency Generation Facility Related Distribution System Improvements
5. Ordinance No. O-14-09: An Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, authorizing and providing for the issuance of not to exceed \$XX,000,000 Debt Certificates, Series 2009, evidencing interests in an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for the Commission, and providing for the security for and means of payment under the Agreement and the Certificates
6. Finance Committee
7. Memorandum dated October 30, 2009 regarding Information Technology Services



DuPage Water Commission

600 E. Butterfield Road, Elmhurst, IL 60126-4642
(630)834-0100 Fax: (630)834-0120

REVISED AGENDA

**DUPAGE WATER COMMISSION
THURSDAY, NOVEMBER 12, 2009
7:30 P.M.**

**600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126**

- I. Call to Order and Pledge of Allegiance
- II. Roll Call
(Majority of the Commissioners then in office—minimum 7)
- III. Public Comments (limited to 5 minutes per person)
- IV. Approval of Minutes
 - A. Regular Meeting of October 8, 2009
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To approve the Minutes of the October 8, 2009 Regular Meeting of the DuPage Water Commission (Voice Vote).

- B. Executive Session of October 8, 2009
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To approve the Executive Session Minutes of the October 8, 2009 Regular Meeting of the DuPage Water Commission (Voice Vote).

- V. Treasurer's Report – October 2009
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To accept the October 2009 Treasurer's Report (Voice Vote).

- VI. Committee Reports
 - A. Administration Committee
 1. Report of 11/12/09 Administration Committee

All visitors must present a valid driver's license or other government-issued photo identification, sign in at the reception area and wear a visitor badge while at the DuPage Pumping Station.

2. Actions on Items Listed on 11/12/09 Administration Committee
- B. Engineering & Construction Committee
 1. Report of 11/12/09 Engineering & Construction Committee
 2. Actions on Items Listed on 11/12/09 Engineering & Construction Committee
- C. Finance Committee
 1. Report of 11/12/09 Finance Committee
 2. Actions on Items Listed on 11/12/09 Finance Committee Agenda
- VII. Chairman's Report
- VIII. Omnibus Vote Requiring Majority Vote
 - A. Ordinance No. O-13-09: An Ordinance Requesting the Intergovernmental Transfer of Easement Rights for Access to the Winfield Metering Station 27A Site and Authorizing the Execution of the Partial Assignment of Private Roadway Easement Rights
(Concurrence of a Majority of the Appointed Commissioners—7)
 - B. Resolution No. R-65-09: A Resolution Authorizing and Directing the Regular and Automatic Transfer of Certain Excess Account Balances to the General Account of the Water Fund
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)
- RECOMMENDED MOTION: To adopt the items listed on the Omnibus Vote Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).**
- IX. Omnibus Vote Requiring Super-Majority or Special Majority Vote
 - A. Resolution No. R-54-09: A Resolution Awarding a Contract for the Construction of Corrosion Protection and Control for the South Transmission Main (Contract TS-8/09)
(TO SUSPEND: 2/3 Majority of those Commissioners Present, provided there is a quorum—minimum 5)
(TO APPROVE: Concurrence of a Majority of the Appointed Commissioners—7)
 - B. Resolution No. R-66-09: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-4/08 at the November 12, 2009, DuPage Water Commission Meeting
(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—3 County + 3 Muni+1=7)

C. Resolution No. R-67-09: A Resolution Approving and Ratifying Certain Contract Change Orders at the November 12, 2009, DuPage Water Commission Meeting

(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—3 County + 3 Muni+1=7)

RECOMMENDED MOTION: To adopt the items listed on the Super/Special Majority Omnibus Vote Agenda in a single group pursuant to the Omnibus Vote Procedures (Roll Call).

X. Old Business

A. Storage Tank Liability Insurance

(Concurrence of a Majority of the Appointed Commissioners—7)

RECOMMENDED MOTION: To purchase Storage Tank Liability Insurance, covering above-ground and underground storage tanks, with a \$25,000.00 deductible, at a cost *not-to-exceed* \$762.00 (Roll Call).

B. *Pollution Liability Insurance*

(Concurrence of a Majority of the Appointed Commissioners—7)

RECOMMENDED MOTION: To purchase *Pollution Liability Insurance with Lexington Insurance Company for a three-year term at a cost of \$29,085.00 (Roll Call).*

C. Annual Audit Report for the Fiscal Year Ended April 30, 2009.

(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To accept the draft Audit Report for the Fiscal Year ending April 30, 2009, direct the auditors to print the final report, and direct staff to distribute copies (Voice Vote).

XI. New Business

A. *Resolution No. R-68-09: A Resolution Approving and Authorizing the Execution of the AT&T Customer Work Agreement for Project Number 7587433 for Emergency Generation Facility Related Distribution System Improvements*

(Concurrence of a Majority of the Appointed Commissioners—7)

RECOMMENDED MOTION: To adopt *Resolution No. R-68-09: A Resolution Approving and Authorizing the Execution of the AT&T Customer Work Agreement for Project Number 7587433 for*

Emergency Generation Facility Related Distribution System Improvements (Roll Call).

B. Financial Review

C. Retaining Services of Financial Advisor

(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—3 County + 3 Muni+1=7)

RECOMMENDED MOTION: To engage the services of Speer Financial, Inc. in accordance with its proposal dated November 6, 2009 (Roll Call).

D. Retaining Services of Bond Counsel

(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—3 County + 3 Muni+1=7)

RECOMMENDED MOTION: To engage the services of Chapman and Cutler LLP as Bond Counsel for the proposed long and short-term financings, subject to negotiation of market rates for such services acceptable to the General Manager (Roll Call).

E. *Ordinance No. O-14-09: An Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, authorizing and providing for the issuance of not to exceed \$XX,000,000 Debt Certificates, Series 2009, evidencing interests in an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for the Commission, and providing for the security for and means of payment under the Agreement and the Certificates*

(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—3 County + 3 Muni+1=7)

RECOMMENDED MOTION: To adopt Ordinance No. O-14-09: An Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, authorizing and providing for the issuance of not to exceed \$XX,000,000 Debt Certificates, Series 2009, evidencing interests in an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for the Commission, and providing for the security for and means of payment under the Agreement and the Certificates (Roll Call).

XII. Accounts Payable

(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—3 County + 3 Muni+1=7)

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$3,201.89 subject to submission of all contractually required documentation (Roll Call).

XIII. Executive Session

(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To go into Executive Session to discuss security procedures pursuant to 5 ILCS 120/2(c)(8), to discuss matters related to personnel pursuant to 5 ILCS 120/2(c)(1) and (2), to discuss acquisition of real estate pursuant to 5 ILCS 120/2(c)(5), and/or to discuss pending, probable, or imminent litigation pursuant to 5 ILCS 120/2(c)(11) (Roll Call).

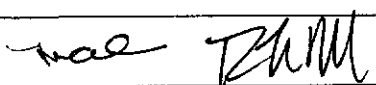
RECOMMENDED MOTION: To come out of Executive Session (Voice Vote).

XIV. Adjournment

(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

DATE: November 10, 2009

REQUEST FOR BOARD ACTION—Revised

AGENDA SECTION	Old Business	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	Storage Tank Liability Insurance	APPROVAL	
<p>Last month, the Board approved the purchase of property and liability insurance coverage in accordance with the September 28, 2009, Insurance Proposal prepared by Arthur J. Gallagher Risk Management Services, Inc., for a total premium of \$480,023. That proposal included Storage Tank Liability coverage for only two underground storage tanks with a \$5,000.00 deductible. However, with the new construction, the Commission now has four above-ground storage tanks. The cost to cover both the above-ground and the underground storage tanks, with a \$25,000.00 deductible, is not to exceed \$762.00.</p>			
<p>MOTION: To purchase Storage Tank Liability Insurance, covering above-ground and underground storage tanks, with a \$25,000.00 deductible, at a cost not-to-exceed \$762.00.</p>			



NUGENT CONSULTING GROUP
INSURANCE AND RISK MANAGEMENT CONSULTING

November 10, 2009

Mr. Robert Martin
Du Page Water Commission
600 East Butterfield Road
Elmhurst, IL 60126-4642

Re: Pollution Liability Renewal

Dear Bob:

The Pollution Liability Coverage with Lexington Insurance company is coming off a three year policy that was placed November 1, 2006. The premium for the three year policy was \$29,060. Lexington has offered to renew the coverage for another three year term with a three year premium of \$29,085. There are no coverage changes. This premium is in addition to premiums in the renewal report I sent in September.

Please contact me with any questions.

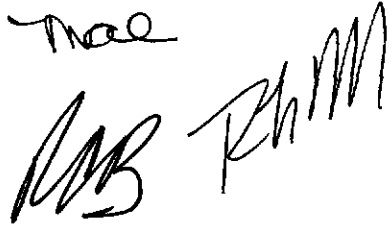
Sincerely,

Mike Nugent

Michael D. Nugent

DATE: November 10, 2009

REQUEST FOR BOARD ACTION

AGENDA SECTION	New Business	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	A Resolution Approving and Authorizing the Execution of the AT&T Customer Work Agreement for Project Number 7587433 for Emergency Generation Facility Related Distribution System Improvements Resolution No. R-68-09	APPROVAL	
Account Number: 01-60-7213.01 - \$10,011.53			
<p>Resolution No. R-68-09 would approve a work agreement with AT&T authorizing AT&T to proceed with the installation of the AT&T infrastructure needed to monitor and control certain ComEd improvements to the ComEd electric distribution, relaying and metering systems in order for the Commission to parallel ComEd when starting up or shutting down the emergency generators at the DuPage Pumping Station. Paralleling requires precise synchronization between multiple generators.</p> <p>The FY-09/10 Management Budget included \$700,000.00 in ComEd related reimbursement for the current year, of which \$477,000.00 has been previously expended. AT&T requested that the Commission approve the attached customer work agreement by Resolution and deposit 100% of AT&T's estimated cost of the work.</p>			
MOTION: To adopt Resolution No. R-68-09: A Resolution Approving and Authorizing the Execution of the AT&T Customer Work Agreement for Project Number 7587433 for Emergency Generation Facility Related Distribution System Improvements.			

DUPAGE WATER COMMISSION**RESOLUTION NO. R-68-09****A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF THE AT&T CUSTOMER WORK AGREEMENT FOR PROJECT
NUMBER 7587433 FOR EMERGENCY GENERATION FACILITY RELATED
DISTRIBUTION SYSTEM IMPROVEMENTS**

WHEREAS, certain AT&T infrastructure is needed to monitor and control certain ComEd improvements to the ComEd electric distribution, relaying and metering systems in order for the Commission to parallel ComEd when starting up or shutting down the emergency generators at the DuPage Pumping Station; and

WHEREAS, AT&T requested that the Commission approve the attached customer work agreement by Resolution and deposit 100% of AT&T's estimated cost of the work;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission as follows:

SECTION ONE: The foregoing recitals are hereby incorporated herein and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO: A customer work agreement between the DuPage Water Commission and AT&T, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, shall be and it hereby is approved and the General Manager shall be and hereby is authorized and directed to execute the customer work agreement in substantially the form attached hereto as Exhibit 1.

SECTION THREE: The General Manager shall be and hereby is authorized and directed to remit to AT&T a construction deposit payment in the amount of \$10,011.53 as and when requested by AT&T.

SECTION FOUR: This Resolution shall be in full force and effect from and after its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED THIS ____ DAY OF _____, 2009.

Chairman

ATTEST:

Clerk



Customer Request Number : 131728
Project Number : 7587433

Date : 11/03/2009
Customer ID : 114456

Billing Information

Billing Party's Name : DUPAGE WATER COMMISSION

Phone : (630) 516-1915

Billing Address : 600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126

Contact Name : CHRIS BOSTICK

Phone : (630) 516-1915

Work Description & Engineering Remarks : CUSTOMER REQUESTING ADDITIONAL FACILITIES AT 600 E. BUTTERFIELD RD, ELMHURST, IL. THIS WORK REQUIRES UPFRONT PAYMENT AND SIGNED CONTRACT.
COST IS VALID 30 DAYS.
PLEASE MAIL PAYMENT AND SIGNED CONTRACT TO: AT&T, 220 WISCONSIN AVE, WAUKESHA, WI, 53186.

Expenses	Amount
Engineering Labor	\$ 276.57
Material Cost	\$ 3,836.21
Construction Labor	\$ 5,348.84
Contractor Cost	\$ 549.91
Misc. Tax	\$0.00
Total Estimated Costs	\$ 10,011.53

OSPE Representative: BETHEL WITTMANN

Title: CWO MANAGER

Phone #: 262-970-8420



Customer Request Number : 131728
Project Number : 7587433

Date : 11/03/2009
Customer ID : 114456

Work Authorization:

I acknowledge that the work described under this agreement is to be completed for my benefit and at my request. I understand that according to the tariffs on file with the FCC and with the State of Illinois that it is my responsibility to pay these costs incurred by Illinois Bell Telephone Company, d/b/a SBC Illinois, an Illinois corporation to complete the work requested.

I understand that if changes are required at my request, I will be responsible for any additional costs incurred by AT&T ILLINOIS after the initial cost estimate(s) have been prepared.

I understand that I must prepay the estimated charges as stated on page one(1) of this contract prior to the commencement of any work by AT&T ILLINOIS. I also understand that if actual charges exceed the estimated costs I will not receive any additional billing unless I have pre-authorized billing due to a change requested by me or my representative(s). Prepayment should be in the form of a certified check or money order, payable to AT&T ILLINOIS.

Signature

Date

(Print)

For Business Customers Only**Corporations:**

Agreement must be signed by an officer of the Corporation or Company and attested; or, be accompanied by a certified resolution of the Board Of Directors authorizing execution by an official of the Corporation or Company

Partnership:

Agreement must be signed by all partners.

Municipalities or Governmental Agencies:

Agreement must be accompanied by a certified resolution authorizing the official signing the agreement to execute on behalf of the Governmental Entity. The resolution should not be certified by the same official signing the executed agreement.

Name of Corporation/Company/Partnership/Governmental Entity: _____

Signature

Date

(Print)

Title

IF THIS AGREEMENT IS NOT SIGNED AND ACCEPTED WITHIN THIRTY (30) DAYS OF THE DATE ON THIS CONTRACT,
THE ESTIMATED COSTS ASSOCIATED WITH THIS CONTRACT ARE NULLIFIED AND INVALID.

ORDINANCE NUMBER O-14-09

AN ORDINANCE of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, authorizing and providing for the issuance of not to exceed \$XX,000,000 Debt Certificates, Series 2009, evidencing interests in an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for the Commission, and providing for the security for and means of payment under the Agreement and the Certificates.

Adopted by the Board of
Commissioners of Said
Commission on the ____day
of November 2009

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ORDINANCE NUMBER O-14-09

AN ORDINANCE of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, authorizing and providing for the issuance of not to exceed \$XX,000,000 Debt Certificates, Series 2009, evidencing interests in an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for the Commission, and providing for the security for and means of payment under the Agreement and the Certificates.

PREAMBLES

WHEREAS

A. The DuPage Water Commission, Illinois (the "*Commission*"), is a duly organized water commission and unit of local government of the State of Illinois (the "*State*") operating, *inter alia*, under and pursuant to the following laws:

1. the Water Commission Act of 1985 (the "*Water Commission Act*");
2. the Local Government Debt Reform Act of the State of Illinois (the "*Debt Reform Act*"), and in particular, the provisions of Section 17 of the Debt Reform Act (the "*Installment Purchase Provisions of the Debt Reform Act*"); and
3. all other Omnibus Bond Acts of the State;

in each case, as supplemented and amended (collectively, "*Applicable Law*").

B. The Board of Commissioners has considered the needs of the Commission and, in so doing, the Board of Commissioners has deemed and does now deem it advisable, necessary, and for the best interests of the Commission in order to promote and protect the public health, welfare, safety and convenience of the residents of the Commission to provide for the acquisition of water and of improvements and extensions to the existing facilities of the Commission, in and for the Commission, including, in connection with said works, acquisition of any land or rights in land, mechanical, electrical, and other services necessary, useful, or advisable thereto (the "*Purchase Program*"), all as shown in existing contracts on file with the Commission Clerk.

C. The Board of Commissioners has estimated the total cost of the Purchase Program and expenses incidental thereto, including financial, legal, consulting, and engineering services related to such work and to the Agreement hereinafter provided for in this Ordinance (collectively "*Related Expenses*") not to exceed \$XX,000,000 plus estimated investment earnings which may be received on said sum prior to disbursement.

D. Sufficient funds of the Commission are not available to pay the costs of the Purchase Program and Related Expenses, and it will, therefore, be necessary to borrow money pursuant to this Ordinance in an amount of not to exceed \$XX,000,000 for the purpose of paying such costs.

E. Pursuant to the Installment Purchase Provisions of the Debt Reform Act, as amended, the Commission has the powers as follows:

The governing body of each governmental unit may purchase or lease either real or personal property, including investments, investment agreements, or investment services, through agreements that provide that the consideration for the purchase or lease may be paid through installments made at stated intervals for a period of no more than 20 years or another period of time authorized by law, whichever is greater *provided, however*, that investments, investments agreements or investment services purchased in connection with a bond issue may be paid through installments made at stated intervals for a period of time not in excess of the maximum term of such bond issue. Each governmental unit may issue certificates evidencing the indebtedness incurred under the lease or agreement. The governing body may provide for the treasurer, comptroller, finance officer, or other officer of the governing body charged with financial administration to act as counter-party to any such lease or agreement, as nominee lessor or seller. When the lease or agreement is executed by the officer of the governmental unit authorized by the governing body to bind the governmental unit thereon by the execution thereof and is filed with and executed by the nominee lessor or seller, the lease or agreement shall be sufficiently executed so as to permit the governmental unit to issue certificates evidencing the indebtedness incurred under the lease or agreement. The certificates shall be valid whether or not an appropriation with respect thereto is included in any annual or

supplemental budget adopted by the governmental unit. From time to time, as the governing body executes contracts for the purpose of acquiring and constructing the services or real or personal property that is a part of the subject of the lease or agreement, including financial, legal, architectural, and engineering services related to the lease or agreement, the governing body shall order the contracts filed with its nominee officer, and that officer shall identify the contracts to the lease or agreement; that identification shall permit the payment of the contract from the proceeds of the certificates; and the nominee officer shall duly apply or cause to be applied proceeds of the certificates to the payment of the contracts. The governing body of each governmental unit may sell, lease, convey, and reacquire either real or personal property, or any interest in real or personal property, upon any terms and conditions and in any manner, as the governing body shall determine, if the governmental unit will lease, acquire by purchase agreement, or otherwise reacquire the property, as authorized by this subsection or any other applicable law.

All indebtedness incurred under this subsection, when aggregated with the existing indebtedness of the governmental unit, may not exceed the debt limits provided by applicable law.

F. The Board of Commissioners finds that it is desirable and in the best interests of the Commission to avail of the provisions of the Installment Purchase Provisions of the Debt Reform Act, as quoted, as follows:

1. To authorize an Installment Purchase Agreement (the "*Agreement*") more particularly as described and provided below in the text of this Ordinance;
2. To name as counter-party to the Agreement the Commission Treasurer (the "*Treasurer*"), as nominee-seller;
3. To authorize the Chairman of the Board of Commissioners (the "*Chairman*") and the Commission Clerk (the "*Clerk*") to execute and attest, respectively, the Agreement on behalf of the Commission and to file same with the Clerk in his or her capacity as keeper of the records and files of the Commission; and

4. To issue certificates evidencing the indebtedness incurred under the Agreement in the amount of not to exceed \$XX,000,000, in form and having such details as set forth below in the text of this Ordinance.

NOW THEREFORE Be It Ordained by the Board of Commissioners of the DuPage Water Commission, Counties of DuPage, Cook, and Will, Illinois, as follows:

Section 1. Definitions. Words and terms used in this Ordinance shall have the meanings given them unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles hereto.

Applicable Law

Board of Commissioners

Chairman

Clerk

Commission

Debt Reform Act

Installment Purchase Provisions of the Debt Reform Act

Purchase Program

Related Expenses

State

Treasurer

Water Commission Act

B. The following words and terms are defined as set forth.

"Agreement" means the Installment Purchase Agreement, as referred to in the preambles of this Ordinance, for the purpose of providing for the purchasing and financing of the Purchase Program and Related Expenses.

"Book Entry Form" means the (optional) form of the Certificates as fully registered and available in physical form only to the Depository.

"Certificate Fund" means the fund established and defined (in Section 14) of this Ordinance.

"Certificate Moneys" means moneys on deposit in the Certificate Fund.

"Certificate Order" means a Certificate Order as authorized to be executed by the Designated Officials of the Commission as provided in this Ordinance (Section 13) and by which final terms of the Certificates will be established, substantially in the form attached hereto as *Exhibit A*.

"Certificate Register" means the books of the Commission kept by the Certificate Registrar to evidence the registration and transfer of the Certificates.

"Certificate Registrar" means the Commission Clerk, in her respective capacities as bond registrar and paying agent hereunder, or a successor thereto or a successor designated as Certificate Registrar hereunder.

"Certificates" means the not to exceed \$XX,000,000 Debt Certificates, Series 2009, authorized to be issued by this Ordinance in one or more series, which may be Tax-exempt or Taxable.

"Code" means the Internal Revenue Code of 1986, as amended.

"Continuing Disclosure Undertaking" means the (optional) undertaking by the Commission as authorized in (Section 15 of) of this Ordinance.

"Depository" means The Depository Trust Company, a New York limited trust company, its successors, or a successor depository qualified to clear securities under applicable state and federal laws.

"Designated Officials" means the Chairman and the General Manager, acting together.

"Ordinance" means this Ordinance, numbered as set forth on the title page hereof, and passed by the Board of Commissioners on the ____ day of November 2009.

"Purchase Contract" is defined below in this Ordinance (in Section 13).

"Purchase Price" means the price to be paid by the Purchaser pursuant to the Purchase Contract for the Certificates, to-wit, not less than 100% of the original principal amount thereof, plus accrued interest.

"Purchaser" is defined below in this Ordinance (in Section 13).

"Record Date" means the first day of the month of any regular interest payment date and 15 days preceding any other interest payment date.

"Tax-exempt" means, with respect to all or a portion of the Certificates, the status of interest paid and received thereon as excludable from the gross income of the owners thereof under the Code for federal income tax purposes.

C. Definitions also appear in the preambles hereto or in specific sections, as appear below. The headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

Section 2. Incorporation of Preambles. The Board of Commissioners hereby finds that the recitals contained in the preambles to this Ordinance are true, correct, and complete and does incorporate them into this Ordinance by this reference.

Section 3. Certain Determinations of the Board of Commissioners. It is necessary and advisable for the public health, safety, welfare and convenience of residents of the Commission to pay the costs of the Purchase Program including all Related Expenses and to borrow money and, in evidence thereof and for the purpose of financing same, enter into the Agreement and to provide for the issuance and delivery of the Certificates evidencing the indebtedness incurred under the Agreement.

Section 4. Agreement Is a General Obligation; Annual Appropriation. The Commission hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement shall be a lawful direct general obligation of the Commission payable from the corporate funds of the Commission and such other sources of payment as are otherwise lawfully available. The Commission represents and warrants that the total amount due the Seller under the Agreement, together with all other indebtedness of the Commission, is within all statutory and constitutional debt limitations. The Commission agrees to appropriate funds of the Commission annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Agreement.

Section 5. Execution and Filing of the Agreement. From and after the effective date of this Ordinance, the Chairman and Clerk be and they are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form thereof set forth below in the text of this Ordinance, and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the Clerk and retained in the Commission records and constitute authority for issuance of the Certificates. Subject to such discretion of the officers

signatory to the document as described in the foregoing text, the Installment Purchase Agreement shall be in substantially the form as follows:

DRAFT

INSTALLMENT PURCHASE AGREEMENT for purchase of real or personal property, or both, for the purpose of the purchase of water and of improvements and extensions to the existing facilities of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois; dated the ____ day of _____ 2009.

THIS INSTALLMENT PURCHASE AGREEMENT (this "*Agreement*") made as of the ____ day of _____ 2009 by and between the Treasurer of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, as Nominee-Seller (the "*Seller*"), and said Commission (the "*Commission*");

WITNESSETH

A. The Board of Commissioners (the "*Board of Commissioners*") of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, has determined to acquire real or personal property, or both, for the purpose of providing for the acquisition of water and of improvements and extensions to the existing facilities of the Commission (the "*Purchase Program*"), all as previously approved by the Board of Commissioners and on file with the Commission Clerk (the "*Clerk*").

B. Pursuant to the provisions of the Water Commission Act of 1985 (the "*Water Commission Act*"); the Local Government Debt Reform Act of the State of Illinois (the "*Debt Reform Act*"), and, in particular, the provisions of Section 17 of the Debt Reform Act (the "*Installment Purchase Provisions of the Debt Reform Act*"); and all other Omnibus Bond Acts of the State of Illinois; in each case, as supplemented and amended (collectively "*Applicable Law*"); the Commission has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years and has the power to issue certificates evidencing indebtedness incurred under such agreements.

C. On the ____ day of November 2009, the Board of Commissioners, pursuant to Applicable Law and the need to provide for the Purchase Program, adopted an ordinance (the

"Ordinance"), numbered O-14-09 authorizing the borrowing of money for the Purchase Program, the execution and delivery of this Agreement to finance same, and the issuance of certificates evidencing the indebtedness so incurred.

D. The Ordinance is

- (a) incorporated herein by reference; and
- (b) made a part hereof as if set out at this place in full;

and each of the terms as defined in the Ordinance is also incorporated by reference for use in this Agreement.

E. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions of the Debt Reform Act, has agreed to make, construct, and acquire the Purchase Program on the terms as hereinafter provided.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, it is mutually agreed between the Seller and the Commission as follows:

1. MAKE AND ACQUIRE PURCHASE PROGRAM

The Seller agrees to make, acquire, equip and install the Purchase Program, and for the portion which constitutes improvements or extensions, upon real estate owned or to be owned by or upon which valid easements have been obtained in favor of the Commission.

2. CONVEYANCE

The Seller agrees to convey each portion of the Purchase Program to the Commission and when required to perform all necessary work and convey all necessary equipment; and the Commission agrees to purchase all real or personal property which is part of the Purchase Program from the Seller and pay for the Purchase Program the purchase price of not to exceed \$ _____; plus the amount of investment earnings which are earned on the amount deposited with the Commission Treasurer from the sale of the Certificates and in no event shall the total

aggregate principal purchase price to be paid pursuant to this Agreement exceed said sum of \$_____, plus the amount of investment earnings which are earned on the amount deposited with the Commission Treasurer from the sale of the Certificates.

3. PAYMENTS

The payment of the entire sum of not to exceed \$_____ of said purchase price shall:

- (a) be payable in installments due on the dates and in the amounts;
- (b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts;
- (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption);

all as provided for payment of the Certificates in the Ordinance.

4. ASSIGNMENT

Rights to payment of the Seller as provided in this Agreement are assigned as a matter of law, under the Installment Purchase Provisions of the Debt Reform Act, to the owners of the Certificates. This Agreement and any right, title, or interest herein shall not be further assignable so long as the Certificates remain outstanding; *provided, however*, that assignment for the benefit of refunding certificates which may be issued in the future to refund the Certificates shall be permitted. The Certificates, evidencing the indebtedness incurred hereby, are assignable (registrable) as provided in the Ordinance.

5. TAX COVENANTS

The covenants relating to the Tax-exempt status of that portion of the Certificates which may be issued on as Tax-exempt, as set forth in the Ordinance, insofar as may be applicable, apply to the work to be performed and the payments made under this Agreement.

6. TITLE

(a) *Vesting of Title.* Title in and to any part of the real or personal property constituting the Purchase Program, upon delivery or as made, during all stages of the making or acquisition thereof, shall and does vest immediately in the Commission.

(b) *Damage, Destruction, and Condemnation.* If, during the term of this Agreement, (i) all or any part of the real or personal property constituting the Purchase Program shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, all or any part of the real or personal property constituting the Purchase Program shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in construction of all or any part of the real or personal property constituting the Purchase Program shall become apparent; or (iv) title to or the use of all or any part of the real or personal property constituting the Purchase Program shall be lost by reason of a defect in title; then the Commission shall continue to make payments as promised herein and in the Certificates and to take such action as it shall deem necessary or appropriate to repair and replace the real or personal property constituting the Purchase Program.

7. LAWFUL CORPORATE OBLIGATION

The Commission hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of the Commission payable from the corporate funds of the Commission and such other sources of payment as are otherwise lawfully available. The Commission represents and warrants that the total amount due the Seller hereunder, together with all other indebtedness of the Commission, is within all statutory and constitutional debt limitations. The Commission agrees to appropriate funds of the Commission annually and in a timely manner so as to provide for the making of all payments when due under the terms of this Agreement.

8. GENERAL COVENANT AND RECITAL

It is hereby certified and recited by the Seller and the Commission, respectively, that as to each, respectively, for itself, all conditions, acts, and things required by law to exist or to be done precedent to and in the execution of this Agreement did exist, have happened, been done and performed in regular and due form and time as required by law.

9. NO SEPARATE TAX

THE SELLER AND THE COMMISSION RECOGNIZE THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE COMMISSION OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

10. DEFAULT

In the event of a default in payment hereunder by the Commission, the Seller or any Certificateholder may pursue any available remedy by suit at law or equity to enforce the payment of all amounts due or to become due under this Agreement, including, without limitation, an action for specific performance.

IN WITNESS WHEREOF the Seller has caused this Installment Purchase Agreement to be executed and attested, and his or her signature to be attested by the Clerk, and the Commission has caused this Installment Purchase Agreement to be executed by its Chairman, and also attested by the Clerk, and the official seal of the Commission to be hereunto affixed, all as of the day and year first above written.

SELLER: Signature: _____

[Here type name]: _____
as Nominee-Seller and the Commission
Treasurer

ATTEST:

Commission Clerk

[SEAL]

DUPAGE WATER COMMISSION

Chairman of the Board of Commissioners

ATTEST:

Commission Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF INSTALLMENT PURCHASE AGREEMENT FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting Commission Clerk of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois (the "*Commission*"), and as such officer I do hereby certify that on the ____ day of _____ 2009 there was filed in my office a properly certified copy of that certain document, executed by the Chairman of the Board of Commissioners, attested by me in my capacity as Commission Clerk, and further executed, as Nominee-Seller, by the Commission Treasurer of the Commission, also attested by me, dated as of the ____ day of _____ 2009, and entitled:

INSTALLMENT PURCHASE AGREEMENT for purchase of real or personal property, or both, for the purpose of the purchase of water and of improvements and extensions to the existing facilities of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois; dated the ____ day of _____ 2009.

and supporting the issuance of certain Debt Certificates, Series 2009, of the Commission; that attached hereto is a true and complete copy of said Agreement as so filed; and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of the Commission this ____ day of November 2009.

Commission Clerk

[SEAL]

Section 6. Certificate Details. For the purpose of providing for Purchase Program and Related Expenses, there shall be issued and sold the Certificates in the aggregate principal amount of not to exceed \$XX,000,000. The Certificates shall be issued in either one or two series, as may be determined, and each be designated “[Taxable] Debt Certificate, Series 2009”; be dated as of a date not earlier than December 1, 2009, and not later than their initial date of issuance (the “Dated Date”) as shall be set forth in the Certificate Order; and shall also bear the date of authentication thereof. The Certificates shall be in fully registered and may, at the option of the Purchaser, be in Book Entry Form. One Certificate only for each series shall be issued in the amount of (denominated) such series. The Certificates shall become due and payable on a single date for each series not later than one year from the Dated Date, and shall bear interest at the rates percent per annum as shall be set forth in the Certificate Order, *provided however*, that the maximum interest rate on the Bonds shall not exceed six percent (6.00%) per annum. Each Certificate shall bear interest from the later of its Dated Date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Certificate is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on such dates, being monthly, quarterly, semiannually or at maturity, as be set forth in the Certificate Order. Interest on each Certificate shall be paid by check or draft of the Certificate Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Certificate is registered at the close of business on the applicable Record Date, and mailed to the registered owner of the Certificate at the address as shown in the Certificate Registrar or at such other address furnished in writing by such registered owner, or as otherwise may be agreed with either the Purchaser or the Depository for so long as the Purchaser or the Depository or its nominee is the registered owner as of a given Record Date. The principal of or redemption price due on the

Certificates shall be payable in lawful money of the United States of America upon presentation thereof at the office maintained for such purpose of the Certificate Registrar as currently maintained, as may be relocated from time to time, or at successor Certificate Registrar and locality.

Section 7. Book Entry Provisions. Only upon the written request of the Purchaser delivered prior to the issuance of the Certificates, the same shall be initially issued in the form of a separate single fully registered Certificate for each of the series of the Certificates. The remaining provisions of this section shall apply only in the event such request shall have been made. Upon initial issuance, the ownership of each such Certificate shall be registered in the Certificate Register in the name of the Depository or a designee or nominee of the Depository (such depository or nominee being the "*Book Entry Owner*"). Except as otherwise expressly provided, all of the outstanding Certificates from time to time shall be registered in the Certificate Register in the name of the Book Entry Owner (and accordingly in Book Entry Form as such term is used in this Ordinance). Any Commission officer, as representative of the Commission, is hereby authorized, empowered, and directed to execute and deliver, or to utilize a previously executed and delivered, Letter of Representations or Blanket Letter of Representations (either being the "*Letter of Representations*") substantially in the form common in the industry, or with such changes therein as any officer executing the Letter of Representations on behalf of the Commission shall approve, his or her execution thereof to constitute conclusive evidence of approval of such changes, as shall be necessary to effectuate Book Entry Form. Without limiting the generality of the authority given with respect to entering into such Letter of Representations, it may contain provisions relating to (a) payment procedures, (b) transfers of the Certificates or of beneficial interests therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and

(e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices. With respect to Certificates registered in the Certificate Register in the name of the Book Entry Owner, none of the Commission, any of its financial officers, or the Certificate Registrar shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Certificates from time to time as securities depository (each such broker-dealer, bank, or other financial institution being referred to herein as a "*Depository Participant*") or to any person on behalf of whom such a Depository Participant holds an interest in the Certificates. Without limiting the meaning of the immediately preceding sentence, the Commission, any of its financial officers, and the Certificate Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Book Entry Owner, or any Depository Participant with respect to any ownership interest in the Certificates, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register or as otherwise expressly provided in the Letter of Representations, of any notice with respect to the Certificates, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any amount with respect to principal of or interest on the Certificates. No person other than a registered owner of a Certificate as shown in the Certificate Register shall receive a certificate with respect to any Certificate. In the event that (a) the Commission determines that the Depository is incapable of discharging its responsibilities described herein and in the Letter of Representations, (b) the agreement among the Commission, the Certificate Registrar, and the Depository evidenced by the Letter of Representations shall be terminated for any reason, or (c) the Commission determines that it is in the best interests of the Commission or of the beneficial owners of the Certificates either that they be able to obtain

certificated Certificates or that another depository is preferable, the Commission shall notify the Depository, and the Depository shall notify the Depository Participants, of the availability of physical Certificates; and the Certificates shall no longer be restricted to being registered in the Certificate Register in the name of the Book Entry Owner. Alternatively, at such time, the Commission may determine that the Certificates shall be registered in the name of and deposited with a successor depository operating a system accommodating Book Entry Form, as may be acceptable to the Commission, or such depository's agent or designee, but if the Commission does not select such alternate book entry system, then the Certificates shall be registered in whatever name or names registered owners of Certificates transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 8. Execution; Authentication. The Certificates shall be executed on behalf of the Commission by the manual or duly authorized facsimile signature of its Chairman and attested by the manual or duly authorized facsimile signature of its Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Commission. In case any such officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Certificates shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Certificate Registrar as authenticating agent of the Commission and showing the date of authentication. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this

Ordinance. The certificate of authentication on any Certificate shall be deemed to have been executed by it if signed by an authorized officer of the Certificate Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Certificates issued hereunder.

Section 9. Redemption. The Certificates of each series may be made subject to optional redemption and prepayment as a whole but not in part as provided in the related Certificate Order on the date provided in the Certificate Order at a price not to exceed 100% of the principal amount thereof plus accrued interest to the redemption and prepayment date.

Section 10. Redemption and Prepayment Procedures. The Certificates subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures as follows:

A. Notice to Registrar. The Commission shall, at least 21 days prior to a redemption date (unless a shorter time period shall be satisfactory to the Certificate Registrar), notify the Certificate Registrar of any optional redemption date.

B. Official Notice of Redemption. Unless waived by the registered owner of Certificates to be redeemed, official notice of any such redemption shall be given by the Certificate Registrar on behalf of the Commission by mailing the redemption notice by first class U.S. mail not less than 10 days and not more than 21 days prior to the date fixed for redemption to each registered owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar. All official notices of redemption shall include the name of the Certificates and at least the information as follows:

- (1) the redemption date;
- (2) the redemption price;
- (3) a statement that on the redemption date the redemption price will become due and payable upon each such Certificate called for redemption and that interest thereon shall cease to accrue from and after said date; and
- (4) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the office maintained for the purpose by the Certificate Registrar.

C. Conditional Redemption. Unless moneys sufficient to pay the redemption price of the Certificates to be redeemed shall have been received by the Certificate Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Commission, state that said redemption shall be conditional upon the receipt of such moneys by the Certificate Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Commission shall not redeem such Certificates, and the Certificate Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Certificates will not be redeemed.

D. Certificates Shall Become Due. Subject to the stated condition in paragraph (C), official notice of redemption having been given as described, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Commission shall not make full payment of the redemption price) such Certificates or portions of Certificates shall cease to bear interest. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificates shall

be paid by the Certificate Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due.

E. Insufficiency in Notice Not Affecting Other Certificates; Failure to Receive Notice; Waiver. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Certificate, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Certificate to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Certificate entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Certificate Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. In lieu of the foregoing official notice, so long as the Certificates are held in Book Entry Form, notice may be given as provided in the Letter of Representations, and the giving of such notice shall constitute a waiver by the Depository and the Book Entry Owner, as registered owner, of the foregoing notice.

F. Effect of Nonpayment upon Redemption. If any Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Certificate or portion of Certificate so called for redemption.

G. Certificates to Be Canceled; Payment to Identify Certificates. All Certificates which have been redeemed shall be canceled and destroyed by the Certificate

Registrar and shall not be reissued. Upon the payment of the redemption price of Certificates being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Certificates being redeemed with the proceeds of such check or other transfer.

H. Additional Notice. The Commission agrees to provide such additional notice of redemption as it may deem advisable at such time as it determines to redeem Certificates, taking into account any requirements or guidance of the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, the Government Accounting Standards Board, or any other federal or state agency having jurisdiction or authority in such matters; *provided, however, that* such additional notice shall be (1) advisory in nature, (2) solely in the discretion of the Commission, (3) not be a condition precedent of a valid redemption or a part of the Certificate contract, and (4) any failure or defect in such notice shall not delay or invalidate the redemption of Certificates for which proper official notice shall have been given. Reference is also made to the provisions of any Continuing Disclosure Undertaking of the Commission with respect to the Certificates, which may contain other provisions relating to notice of redemption of Certificates.

Section 11. Registration of Certificates; Persons Treated as Owners. The Commission shall cause books (the "*Certificate Register*" as herein defined) for the registration and for the transfer of the Certificates as provided in this Ordinance to be kept at the office maintained for such purpose by the Certificate Registrar, who is hereby constituted and appointed the registrar of the Commission for the Certificates. The Commission is authorized to prepare, and the Certificate Registrar or such other agent as the Commission may designate shall keep custody of, multiple Certificate blanks executed by the Commission for use in the transfer

of Certificates. Subject to the provisions of this Ordinance relating to the Certificates in Book Entry Form, any Certificate may be transferred as a whole but not in part, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer of any Certificate at the office of the Certificate Registrar maintained for the purpose, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Certificate Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Commission shall execute and the Certificate Registrar shall authenticate, date, and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of the same series and of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount. The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 5 days preceding the giving of notice of redemption of Certificates or to transfer or exchange any Certificate which has been called for redemption. The execution by the Commission of any fully registered Certificate shall constitute full and due authorization of such Certificate; and the Certificate Registrar shall thereby be authorized to authenticate, date, and deliver such Certificate; *provided, however,* the principal amount of Certificates of each series authenticated by the Certificate Registrar shall not at any one time exceed the authorized principal amount of Certificates for such series. The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Certificate shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or

sums so paid. No service charge shall be made to any registered owner of Certificates for any transfer or exchange of Certificates, but the Commission or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates.

Section 12. Form of Certificate. The Certificates shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Certificates is to be printed in its entirety on the front side of the Certificates, then the second paragraph on the front side and the legend "See Reverse Side for Additional Provisions" shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[FORM OF CERTIFICATE - FRONT SIDE]

REGISTERED
No. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
DuPAGE WATER COMMISSION
COUNTIES OF DuPAGE, COOK AND WILL
[TAXABLE] DEBT CERTIFICATE, SERIES 2009

See Reverse Side for
Additional Provisions.

Interest Rate: _____ Maturity Date: _____ 15, _____ Dated Date: _____, 2009 CUSIP: _____

Registered Owner: Cede & Co.

Principal Amount: _____ Dollars

KNOW ALL PERSONS BY THESE PRESENTS that the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, a water commission and unit of local government of the State of Illinois (the "*Commission*"), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above (subject to right of prior redemption and prepayment), the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Certificate identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on _____ and at maturity, and until said Principal Amount is paid or duly provided for. The principal of or redemption price on this Certificate is payable in lawful money of the United States of America upon presentation hereof at the office maintained for such purpose of Clerk of the Commission, as paying agent and registrar (the "*Certificate Registrar*"). Payment of interest shall be made to

the Registered Owner hereof as shown on the registration books of the Commission maintained by the Certificate Registrar at the close of business on the applicable Record Date (the "*Record Date*"). The Record Date shall be the first day of the month of any regular interest payment date and 15 days preceding any other interest payment date. Interest shall be paid by check or draft of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar; or as otherwise agreed by the Commission and the Certificate Registrar and either the original purchaser of this Certificate or a qualified securities clearing corporation as depository, or nominee.

Reference is hereby made to the further provisions of this Certificate set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts, and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Certificate, including Applicable Law as defined herein, have existed and have been properly done, happened, and been performed in regular and due form and time as required by law; that the obligation to make payments due hereon are a lawful direct general obligation of the Commission payable from the corporate funds of the Commission and such other sources of payment as are otherwise lawfully available; that the total amount due under the Agreement, represented by the Certificates, together with all other indebtedness of the Commission, is within all statutory and constitutional debt limitations; and that the Commission shall appropriate funds annually and in a timely manner so as to provide for the making of all payments hereon when due. THE OWNER OF THIS CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY

AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE COMMISSION OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

IN WITNESS WHEREOF the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, by its Board of Commissioners, has caused this Certificate to be executed by the manual or duly authorized facsimile signature of its Chairman and attested by the manual or duly authorized facsimile signature of its Commission Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

Chairman of the Board of
Commissioners
DuPage Water Commission,
Counties of DuPage, Cook and Will,
Illinois

ATTEST:

Commission Clerk
DuPage Water Commission,
Counties of DuPage, Cook and Will, Illinois

[SEAL]

Date of Authentication: _____, _____

CERTIFICATE OF
AUTHENTICATION

Certificate Registrar and Paying Agent:

This Certificate is one of the Certificates described in the within-mentioned Ordinance and is the [Taxable] Debt Certificate, Series 2009, of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois.

Clerk,
DuPage Water Commission,
Counties of DuPage, Cook and Will,
Illinois

CLERK OF THE DUPAGE WATER COMMISSION
as Certificate Registrar

[FORM OF CERTIFICATE - REVERSE SIDE]

This Certificate is one of a series (the "*Certificates*") in the aggregate principal amount of \$ _____ issued by the Commission for the purpose of providing funds to pay costs of the Purchase Program and Related Expenses, all as described and defined in the ordinance authorizing the Certificates (the "*Ordinance*"), pursuant to and in all respects in compliance with the applicable provisions of the Water Commission Act of 1985, as supplemented and amended, and in particular as supplemented by the Local Government Debt Reform Act of the State of Illinois, as amended, and the other Omnibus Bond Acts of the State of Illinois ("*Applicable Law*"), and with the Ordinance, numbered O-14-09 which has been duly passed by the Board of Commissioners of the Commission on the ____ day of November 2009, and signed by the Chairman, in all respects as by law required. The Certificates have been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the "*Agreement*"), dated as of the ____ day of _____ 2009. The Agreement has been entered into by and between the Commission and its Commission Treasurer, as Seller-Nominee,

and reference is hereby expressly made to same for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents.

This Certificate is subject to provisions relating to registration, transfer, and exchange; redemption and notice and procedure for redemption; and such other terms and provisions relating to security and payment as are set forth in the Ordinance; to which reference is hereby expressly made; and to all the terms of which the registered owner hereof is hereby notified and shall be subject.

The Commission and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Commission nor the Certificate Registrar shall be affected by any notice to the contrary.

[THE COMMISSION HAS DESIGNATED THIS CERTIFICATE AS A "QUALIFIED TAX-EXEMPT OBLIGATION" PURSUANT TO SECTION 265(B)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

[Here insert identifying number such as TID, SSN, or other]

(Name and Address of Assignee)

the within Certificate and does hereby irrevocably constitute and appoint

as attorney to transfer the said Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

Section 13. Sale of Certificates; Official Statement. The Designated Officials are hereby authorized to proceed, without any further authorization or direction whatsoever from the Board of Commissioners, to sell and deliver all or either series of the Certificates upon the terms as prescribed in this Section, pursuant to a Certificate Order. "*Purchaser*" is hereby defined as a single purchaser for each series, which purchaser shall be (a) a bank or other financial institution with a place of business in the State and (b) able to take up such series of Certificates in a private placement representing that (i) it will be the first buyer of such series and will hold same with no present intention to resell and (ii) that it is a sophisticated investor in securities such as the Certificates and is able to make an informed investment decision regarding same. The Certificates shall be sold and delivered to the Purchaser at the Purchase Price, plus accrued interest to the date of delivery; *provided, however*, that the Purchaser may receive, as consideration upon issuance of the Certificates a closing fee not to exceed 0.XX% of par value, which consideration shall be taken into account as interest in determining whether the Certificate is being sold within the interest rate limitation set forth for same. Nothing in this Section shall require the Designated Officials to sell any Certificates if in their judgment the conditions for the sale shall have markedly deteriorated from the time of adoption hereof, but the Designated Officials shall have the authority to sell all or either series of the Certificates in any event so long as the limitations set forth in this Ordinance shall have been met. Upon the sale of Certificates, the Designated Officials and any other officers of the Commission as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale

of the Certificates as may be necessary, including, without limitation, a Certificate Order, Purchase Contract (as hereinafter defined), and closing documents. At the time of the execution and delivery of the Purchase Contract, the Designated Officials shall find and determine that no person holding any office of the Commission either by election or appointment, is in any manner financially interested either directly, in his or her own name, or indirectly in the name of any other person, association, trust or corporation in said agreement with the Purchaser for the purchase of the Certificates.

A purchase agreement for the sale of the Certificates to the Purchaser for each series (a "Purchase Contract"), containing such representations and warranties as are common in the industry, as approved by bond counsel to the Commission, is hereby authorized to be executed and delivered by the Designated Officers, and their execution shall constitute full and complete approval of all terms as shall appear therein. Upon the sale of a series of Certificates, the Designated Officials shall prepare a Certificate Order, to be substantially in the form of *Exhibit A* attached hereto, which shall include the pertinent details of sale as provided herein, and such shall be entered into the records of the Commission and made available to the Board of Commissioners at a regular public meeting thereof. The authority to sell the Certificates pursuant to a Certificate Order as herein provided shall expire on December 31, 2009.

Section 14. Creation of Funds and Appropriations.

A. There is hereby created the "All Debt Certificates, Series 2009, Certificate Fund" (the "Certificate Fund"), which shall be the fund for the payment of the principal of and interest on the Certificates. Accrued interest, if any, received upon delivery of the Certificates shall be deposited into the Certificate Fund and be applied to pay the first interest coming due on the Certificates. Funds lawfully available for the purpose shall be deposited into the Certificate Fund and used solely and only for the purpose of paying the principal of and interest on the

Certificates. Interest income or investment profit earned in the Certificate Fund shall be retained in the Certificate Fund for payment of the principal of or interest on the Certificates on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Board of Commissioners, transferred to such other fund as may be determined. Moneys in the Certificate Fund shall be applied to pay principal of and interest on the Certificates when due.

B. The amount necessary from the proceeds of the Certificates shall be used either to pay expenses directly at the time of issuance of the Certificates or be deposited into a separate fund or account, hereby created, designated the "*Expense Fund*," to be used to pay expenses of issuance of the Certificates. Disbursements from such fund shall be made from time to time as necessary. Moneys not disbursed from the Expense Fund within six (6) months shall be transferred by the appropriate financial officers for deposit into the Purchase Program Fund, and any deficiencies in the Expense Fund shall be paid by disbursement from the Purchase Program Fund.

C. The remaining proceeds of the Certificates shall be deposited into the Debt Certificates, Series 2009, Purchase Program Fund (the "*Purchase Program Fund*"), hereby created. An account shall be created within such fund for each series of the Certificates. Moneys in the Purchase Program Fund shall be used to pay costs of the Purchase Program in accordance with the following procedures:

1. Contracts ("*Work Contracts*") have been or shall be awarded, from time to time, by the Board of Commissioners for the work on the Purchase Program; and the Board of Commissioners represents and covenants that each Work Contract has been or will be let in strict accordance with Applicable Law and the rules and procedures of the Commission for same.

2. By paragraph 3 of this Section of this Ordinance, as follows, or pursuant to ordinance or resolution to be duly adopted, the Board of Commissioners shall identify all or a designated portion of each Work Contract to the Agreement. This Ordinance and any such further ordinance or resolution shall be filed of record with the Clerk and the Treasurer. The adoption and filing of any such ordinance or resolution and the Work Contracts with such officers shall constitute authority for the officer or officers of the Commission to make disbursements from the Purchase Program Fund to pay amounts due under such Work Contracts from time to time, upon such further resolutions, orders, vouchers, warrants, or other proceedings as are required under Applicable Law and the rules and procedures of the Commission for same. No action need be taken by or with respect to the contractors under the Work Contracts as, pursuant to the Installment Purchase Provisions of the Debt Reform Act, the Treasurer acts as Nominee-Seller of the Purchase Program for all purposes, enabling the issuance of the Certificates. Funds on deposit in the Purchase Program Fund shall be invested by the appropriate officers of the Commission in any lawful manner. Investment earnings shall first be reserved and transferred to such other account as and to the extent necessary to pay any "excess arbitrage profits" under Code Section 148 to maintain the Tax-exempt status of the Tax-exempt Certificates, and the remainder shall be retained in the fund for costs of the Purchase Program. Within sixty (60) days after full depletion of the Purchase Program Fund, the appropriate offices of the Commission shall certify to the Board of Commissioners the fact of such depletion; and, upon approval of such certification by the Board of Commissioners, the Purchase Program Fund shall be closed.

3. The following Work Contracts are hereby identified to the Agreement:

BRIEF DESCRIPTION OF WORK CONTRACT	NAME OF CONTRACTOR	CONTRACT AMOUNT(\$)	IDENTIFIED AMOUNT(\$)
Water Supply Contract	City of Chicago	Ongoing - No limit	Not to exceed \$10,000,00

The Work Contracts so identified are of record in the office of the Clerk.

D. Alternatively to the creation of the funds described above, the appropriate officers may allocate the Certificate Moneys or proceeds of the Certificates to one or more related funds or accounts of the Commission already in existence and in accordance with good accounting practice; *provided, however*, that this shall not relieve such officers of the duty to account and invest the Certificate Moneys and the proceeds of the Certificates, as herein provided, as if such funds had in fact been created.

Section 15. Continuing Disclosure Undertaking. The Chairman or the Clerk are hereby authorized to deliver the Continuing Disclosure Undertaking (the "*Continuing Disclosure Undertaking*") substantially in the form as has previously been provided by the Commission for its other financings. However, due to the private placement nature of the Certificate financing, the Commission does not anticipate that such officers will be requested by a Purchaser to provide same.

Section 16. General Tax Covenants. The Commission hereby covenants that it will not take any action, omit to take any action, or permit the taking or omission of any action, within its control (including, without limitation, making or permitting any use of the proceeds of the Certificates) if taking, permitting, or omitting to take such action would cause any of the Tax-

exempt Certificates to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Certificates to be included in the gross income of the recipients thereof for federal income tax purposes. The Commission acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from Federal income taxation for interest paid on the Certificates, under present rules, the Commission may be treated as the "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination. In furtherance of the foregoing provisions, but without limiting their generality, the Commission agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants, and assurances contained in certificates or agreements as may be prepared by counsel approving the Certificates; (c) to consult with such counsel and to comply with such advice as may be given; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Commission in such compliance.

Section 17. Certain Specific Tax Covenants.

A. None of the Tax-exempt Certificates shall be a "private activity bond" as defined in Section 141(a) of the Code; and the Commission certifies, represents, and covenants as follows:

(1) Not more than 5% of the net sale proceeds of the Tax-exempt Certificates will be used, directly or indirectly, in any trade or business carried on by any person other than a state or local governmental unit.

(2) Not more than 5% of the amounts necessary to pay the principal of and interest on the Tax-exempt Certificates will be derived, directly or indirectly, from

payments with respect to any private business use by any person other than a state or local governmental unit.

(3) None of the proceeds of the Tax-exempt Certificates will be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

(4) No user of the infrastructure of the Commission improved or to be improved as part of the Purchase Program financed with the proceeds of the Tax-exempt Certificates, other than the Commission or another governmental unit, will use the same on any basis other than the same basis as the general public; and no person, other than the Commission or another governmental unit, will be a user of such infrastructure as a result of (i) ownership or (ii) actual or beneficial use pursuant to a lease, a management or incentive payment contract other than as expressly permitted by the Code, or (iii) any other arrangement.

B. The Tax-exempt Certificates shall not be "arbitrage bonds" under Section 148 of the Code; and the Commission certifies, represents, and covenants as follows:

(1) With respect to the Purchase Program financed with the proceeds of the Tax-exempt Certificates, the Commission has heretofore incurred or within six months after delivery of the Tax-exempt Certificates expects to incur substantial binding obligations to be paid for with money received from the sale of the Tax-exempt Certificates, said binding obligations comprising binding contracts for such portion of the Purchase Program in not less than the amount of 5% of the net sale proceeds of the Certificates allocable to such portion of the Purchase Program.

(2) The Commission expects more than 85% of the proceeds of the Tax-exempt Certificates will be expended on or before three years from the date hereof for the purpose of paying the costs of the Purchase Program.

(3) The Commission expects all of the principal proceeds of the Tax-exempt Certificates and investment earnings thereon will be used, needed, and expended for the purpose of paying the costs of the Purchase Program, including expenses incidental thereto.

(4) Work on the portion of the Purchase Program financed with the proceeds of the Tax-exempt Certificates is expected to proceed with due diligence to completion.

(5) Except for the Certificate Fund, the Commission has not created or established and will not create or establish any sinking fund, reserve fund, or any other similar fund to provide for the payment of the Certificates. The Certificate Fund has been established and will be funded in a manner primarily to achieve a proper matching of revenues and debt service and will be depleted at least annually to an amount not in excess of 1/12th the particular annual debt service on the Certificates. Money deposited into the Certificate Fund will be spent within a 13-month period beginning on the date of deposit, and investment earnings in the Certificate Fund will be spent or withdrawn from the Certificate Fund within a one-year period beginning on the date of receipt.

(6) Amounts of money related to the Tax-exempt Certificates required to be invested at a yield not materially higher than the yield on the Tax-exempt Certificates, as determined pursuant to such tax certifications or agreements as the Commission officers may make in connection with the issuance of the Tax-exempt Certificates, shall be so invested; and appropriate Commission officers are hereby authorized and directed to make such investments.

(7) Unless an applicable exception to Section 148(f) of the Code, relating to the rebate of "excess arbitrage profits" to the United States Treasury (the "*Rebate Requirement*") is available to the Commission, the Commission will meet the Rebate Requirement.

(8) Relating to applicable exceptions, any Commission officer charged with issuing the Certificates is hereby authorized to make such elections under the Code as such officer shall deem reasonable and in the best interests of the Commission.

(9) Interest earnings in the Purchase Program Fund and the Certificate Fund are hereby authorized to be transferred, without further order or direction from the Board of Commissioners, from time to time as required, to meet the Rebate Requirement as herein provided; and proceeds of the Certificates and other funds of the Commission are also hereby authorized to be used to meet the Rebate Requirement but only if necessary after application of investment earnings as aforesaid and only as appropriated by the Board of Commissioners.

C. None of the proceeds of the Tax-exempt Certificates will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the Commission prior to the date hereof except architectural or engineering costs incurred prior to commencement of any of the Purchase Program or expenditures for which an intent to reimburse has been properly declared under Treasury Regulations Section 1.150-2. This Ordinance is in itself a declaration of official intent under Treasury Regulations Section 1.150-2 as to all costs of the Purchase Program paid after 60 days prior to the date hereof and up to the issuance of the Certificates.

D. The Commission reserves the right to use or invest moneys in connection with the Tax-exempt Certificates in any manner, or to make changes in the Purchase Program, or to use the Commission infrastructure acquired, constructed, or improved as part of the Purchase

Program in any manner, notwithstanding the representations and covenants in Sections 16 and 17 herein, *provided* it shall first have received an opinion from an attorney or a firm of attorneys generally acceptable to purchasers of Tax-exempt bonds ("*Recognized Counsel*") to the effect that use or investment of such moneys or the changes in or use of such infrastructure as contemplated is authorized under Applicable Law and this Ordinance and will not result in loss or impairment of Tax-exempt status for the Tax-exempt Certificates.

E. (1) The Commission hereby designates each of the Tax-exempt Certificates as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code. In support of such designation, the Commission hereby certifies that (i) none of the Tax-exempt Certificates will be at any time a "private activity bond" (as defined in Section 141 of the Code), (ii) as of the date hereof, the Commission has not authorized or issued any tax-exempt obligations of any kind in calendar year 2009 other than the Certificates, nor have any tax-exempt obligations of any kind been authorized or issued on behalf of the Commission, and (iii) not more than \$30,000,000 of obligations of any kind (including the Tax-exempt Certificates) issued by or on behalf of the Commission during calendar year 2009 will be designated for purposes of Section 265(b)(3) of the Code.

(2) The Commission is not subject to control by any entity, and there are no entities subject to control by the Commission.

(3) On the date hereof, the Commission does not reasonably anticipate that for calendar year 2009 it will issue any Section 265 Tax-Exempt Obligations (other than the Tax-exempt Certificates) or that any Section 265 Tax-Exempt Obligations will be issued on behalf of it. "Section 265 Tax-Exempt Obligations" are obligations the interest on which is excludable from gross income of the owners thereof under Section 103 of the Code, except for private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 141 of the Code, and

except for bonds issued to currently refund bonds in an amount not greater than the par amount of the bonds so refunded. The Commission will not issue or permit the issuance on behalf of it or by any entity subject to control by the Commission (which may hereafter come into existence) of Section 265 Tax-Exempt Obligations that exceed the aggregate amount of \$30,000,000 during calendar year 2009 unless it first obtains an opinion of Recognized Counsel to the effect that such issuance will not adversely affect the treatment of the Tax-exempt Certificates as "qualified tax-exempt obligations" for the purpose and within the meaning of Section 265(b)(3) of Code.

Section 18. Pertaining to the Certificate Registrar. The Certificate Registrar by acceptance of his or her duties under this Ordinance agrees (a) to act as registrar, paying agent, authenticating agent, and transfer agent as provided herein and (b) to maintain a list of Certificateholders as set forth herein and to furnish such list to the Commission upon request, but otherwise to keep such list confidential to the extent permitted by law. The Commission covenants with respect to the Certificate Registrar, and the Certificate Registrar further covenants and agrees as follows:

A. The Commission shall at all times retain a Certificate Registrar with respect to the Certificates; it will maintain at the designated office(s) of such Certificate Registrar a place or places where Certificates may be presented for payment, registration or transfer; and it will require that the Certificate Registrar properly maintain the Certificate Register and perform the other duties and obligations imposed upon it by this Ordinance in a manner consistent with the standards, customs, and practices of the municipal securities industry.

B. The Certificate Registrar shall signify its acceptance of the duties and obligations imposed upon her by this Ordinance by executing the certificate of authentication on any Certificate. Any Certificate Registrar shall be the agent of the

Commission and shall not be liable in connection with the performance of duties except for her own gross negligence or willful wrongdoing. Any Certificate Registrar shall, however, be responsible for any representation in the certificate of authentication on Certificates.

C. The Commission may remove the Certificate Registrar at any time. In case at any time the Certificate Registrar shall resign, shall be removed, shall become incapable of acting, or shall be adjudicated a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Certificate Registrar or of the property thereof shall be appointed, or if any public officer shall take charge or control of the Certificate Registrar or of the property or affairs thereof, the Commission covenants and agrees that it will thereupon appoint a successor Certificate Registrar. The Commission shall give notice of any such appointment made by it to each registered owner of any Certificate within twenty days after such appointment in the same manner, or as nearly the same as may be practicable, as for a redemption of Certificates. Any Certificate Registrar appointed under the provisions of this Section shall be a bank, trust company, or national banking association maintaining a corporate trust office in Illinois and having capital and surplus and undivided profits in excess of \$100,000,000. The Commission Clerk is hereby directed to file a certified copy of this Ordinance with the Certificate Registrar.

Section 19. Bond Insurance. In the event the payment of principal of and interest on the Certificates is insured pursuant to a municipal bond insurance policy (a "*Municipal Bond Insurance Policy*") issued by a bond insurer (a "*Bond Insurer*"), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the Commission and the Certificate Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Certificates, subrogation of the rights of the Certificateholders to the Bond

Insurer when holding Certificates, amendment hereof, or other terms, as approved by the Commission Chairman on advice of counsel, his or her approval to constitute full and complete acceptance by the Commission of such terms and provisions under authority of this section.

Section 20. Defeasance. Any Certificate or Certificates which (a) are paid and canceled, (b) which have matured and for which sufficient sums have been deposited with the Certificate Registrar to pay all principal and interest due thereon, or (c) for which sufficient United States of America dollars and direct United States Treasury obligations have been deposited with the Certificate Registrar or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on (and redemption premium, if any, on) such Certificate or Certificates when due at maturity or as called for redemption, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Certificate Moneys hereunder and shall no longer have the benefits of any covenant for the registered owners of outstanding Certificates as set forth herein as such relates to lien and security of the outstanding Certificates. All covenants relative to the Tax-exempt status of the Certificates; and payment, registration, transfer, and exchange; are expressly continued for all Certificates whether outstanding Certificates or not.

Section 21. Publication of Ordinance. Under Applicable Law, this Ordinance need not be published.

Section 22. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect upon its passage and approval as provided by law.

AYES: _____

NAYS: _____

ABSENT: _____

ADOPTED: November __, 2009

SIGNED: November __, 2009

Chairman of the Board of
Commissioners

Recorded In Commission Records: November __, 2009.

ATTEST:

Commission Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF AGENDA, MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois (the "*Commission*"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Commission and of the Board of Commissioners (the "*Board of Commissioners*") thereof.

I do further certify that the foregoing is a full, true, and complete transcript of that portion of the minutes of the meeting (the "*Meeting*") of the Board of Commissioners held on the ____ day of November 2009 insofar as the same relates to the adoption of an ordinance, numbered O-14-09, and entitled:

AN ORDINANCE of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, authorizing and providing for the issuance of not to exceed \$XX,000,000 Debt Certificates, Series 2009, evidencing interests in an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for the Commission, and providing for the security for and means of payment under the Agreement and the Certificates.

(the "*Ordinance*") a true, correct, and complete copy of which Ordinance as adopted at the Meeting appears in the foregoing transcript of the minutes of the meeting.

I do further certify that the deliberations of the Board of Commissioners on the adoption of the Ordinance were taken openly; that the vote on the adoption of the Ordinance was taken openly; that the Meeting was held at a specified time and place convenient to the public; that notice of the Meeting was duly given to all newspapers, radio or television stations, and other

news media requesting such notice; that an agenda for the Meeting (the "*Agenda*"), which Agenda contained a separate specific item concerning the proposed adoption of the Ordinance, was posted at the location where the Meeting was held and at the principal office of the Board of Commissioners at least 48 hours in advance of the holding of the Meeting, **and a true, correct and complete copy of which Agenda is attached hereto**; and that the Meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Water Commission Act of 1985, as amended, and that the Board of Commissioners has complied with all of the provisions of said Acts and with all of the procedural rules of the Board of Commissioners in the adoption of the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Commission this ____ day of November 2009.

Commission Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF FILING

We, the undersigned, do hereby certify that we are, respectively, the duly qualified and acting Clerk and Treasurer of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois (the "*Commission*"), and as such officers we do hereby certify that on the ___ day of November 2009 there was filed with each of us, respectively, and placed on deposit in our respective records, a properly certified copy of Ordinance Number O-14-09, passed by the Board of Commissioners of the Commission, on the ___ day of November 2009, and signed by the Chairman of said Board, and entitled:

AN ORDINANCE of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, authorizing and providing for the issuance of not to exceed \$XX,000,000 Debt Certificates, Series 2009, evidencing interests in an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for the Commission, and providing for the security for and means of payment under the Agreement and the Certificates.

and further, properly certified copy of each of the following "Work Contracts" as defined in the Ordinance, enumerated as follows:

BRIEF DESCRIPTION OF WORK CONTRACT	NAME OF CONTRACTOR	CONTRACT AMOUNT(\$)	IDENTIFIED AMOUNT(\$)
Water Supply Contract	City of Chicago	Ongoing - no limit	Not to exceed \$10,000,000

and that the same have all been deposited in, and all as appears from, the official files and records of our respective offices.

IN WITNESS WHEREOF we have hereunto affixed our official signatures and the seal of the DuPage Water Commission, Illinois, this ____ day of November 2009.

[SEAL]

Commission Clerk

Commission Treasurer



DuPage Water Commission

600 E. Butterfield Road, Elmhurst, IL 60126-4642

(630) 834-0100 Fax: (630) 834-0120

AGENDA **FINANCE COMMITTEE**

THURSDAY, NOVEMBER 12, 2009
7:00 P.M.

600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126

COMMITTEE MEMBERS

G. Mathews, Chair

T. Bennington

F. Saverino

D. Zeilenga

- I. Roll Call
- II. Approval of Minutes for Committee Meeting of September 10, 2009
- III. Treasurer's Report – October, 2009
- IV. Financial Statements – October, 2009
- V. Accounts Payable
- VI. Other
- VII. Adjournment

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All visitors must present a valid drivers license or other government-issued photo identification, sign in at the reception area and wear a visitor badge while at the DuPage Pumping Station.

**MINUTES OF A MEETING OF THE
FINANCE COMMITTEE
OF THE DuPAGE WATER COMMISSION
HELD ON SEPTEMBER 10, 2009**

The meeting was called to order at 7:10 P.M. at the offices of the DuPage Water Commission, 600 E. Butterfield Rd., Elmhurst, Illinois 60126. Committee members in attendance: Committee Chairman G. Mathews, Commissioner T. Bennington, Commissioner F. Saverino and Commissioner D. Zeilenga. Also in attendance: Treasurer R. Thorn and General Manager R. Martin.

MINUTES OF MEETING – July 9, 2009

A motion was made by Commissioner Saverino and seconded by Commissioner Zeilenga to approve the minutes of July 9, 2009 Finance Committee meeting. The motion carried unanimously.

TREASURER'S REPORT – August, 2009

Treasurer Thorn presented the August 2009 Treasurer's Report for Committee review.

FINANCIAL STATEMENTS – August, 2009

The Committee reviewed the August 2009 financial statements. After a discussion, the Committee accepted the financial statements for August 2009.

ACCOUNTS PAYABLE

The Committee reviewed the Accounts Payable in the amount of \$28,811.18; a motion was made to approve accounts payable by Commissioner Saverino and seconded by Commissioner Zeilenga. The motion carried unanimously.

TIMING OF RATE INCREASE

General Manager Martin reviewed the August 7, 2009 memorandum by Finance Administrator Richter regarding the timing of rate increase. General Manager Martin explained that typically the Commission receives notice from the City of Chicago of rate increases a few weeks prior to rate increase. With the notification requirements and the customer hearings for rate increase the earliest the Commission would be able to increase their rate would be March 1st. In addition most of the Commission's customer utilities have a fiscal year beginning May 1st. The rate increase that staff recommends to begin May 1st includes the rate increase by Chicago that begins January 1st. The Committee was in agreement with staff's recommendation to continue with rate changes effective May 1st.

NATIONAL INSTITUTE OF GOVERNMENT PURCHASING

The Committee discussed the National Institute of Government Purchasing.

ADJOURNMENT

With no further business to come before the Committee, the meeting was adjourned at 7:30 P.M.



DuPage Water Commission

MEMORANDUM

TO: Robert L. Martin, P.E.
General Manager

FROM: Rick Skiba

DATE: November 9, 2009

SUBJECT: Status of Treasurer's Report

Due to the need to prepare a five-year planning document, and the continuing review for the financial records for the current fiscal year, I have been unable to complete the Treasurer's Report for October. I expect to distribute this report at the November 12 meeting.

Accounting\Memo\Treasurer Report 2009.10.31.doc



DuPage Water Commission

MEMORANDUM

TO: Robert Martin, General Manager

FROM: Rick Skiba, Consultant

DATE: November 9, 2009

SUBJECT: Financial Report – October

- A review is still in process for the fiscal year to date. Actual results year-to-date contain adjustments for the first five month of the fiscal year. Current month transactions are "catch up" amounts.
- Budget data needs to be modified, especially in the construction accounts.
- O&M revenue is \$0.3 million (11.7%) more than the same month for last fiscal year. Year-to-date sales are \$5.6 million (32.4%) more than last fiscal year. The May 1 rate increase accounts for most of this increase as water volume was down 6.4% in October and 4.4% year-to-date.
- Cost of water purchased from the City is \$0.3 million (7.3%) more than the same month for last fiscal year and year-to-date are \$2.5 million (9.7%) more than last fiscal year. The volume decline of 4.6% is consistent with the Commission's sales to its customers.
- October sales tax collections (July sales) were \$0.4 million (13.4%) less than the same period last fiscal year. Year-to-date sales tax collections are \$2.8 million (16.7%) less than last fiscal year.

Following is a summary of the Historical Check Report and Accounts Payable for the November 12, 2009 Commission meeting:

August A/P History Check Report (1)		\$6,603,440.49
Holland & Knight	3,201.89	
A/P Regular Open Item Register		3,201.89
	Total	<u>\$6,606,642.38</u>
1) Previously authorized.		

cc: Chairman and Commissioners

01 -WATER FUND

ACCOUNT #	ACCOUNT NAME	2008-2009 BALANCE	2009-2010 BALANCE
<u>ASSETS</u>			
=====			
<u>CURRENT</u>			
CASH		187,965.76	562,660.36
INVESTMENTS		74,196,189.09	49,177,009.06
ACCOUNTS RECEIVABLE			
WATER SALES		4,879,657.47	5,149,504.93
INTEREST RECEIVABLE		349,285.93	151,243.23
OTHER		8,345,872.88	8,501,190.63
INVENTORY & PREPAIDS		756,761.82	301,560.27
TOTAL CURRENT ASSETS		<u>88,715,732.95</u>	<u>63,843,168.48</u>
<u>NONCURRENT ASSETS</u>			
FIXED ASSETS		448,276,568.01	448,744,459.74
LESS:ACCUMULATED DEPRECIATION		(102,463,199.36)	(108,972,099.29)
CONSTRUCTION WORK IN PROGRESS		23,871,843.06	39,787,089.41
LONG TERM RECEIVABLES		5,637,191.54	5,637,191.54
DEFERRED WATER SUPPLY CONTRACTS		0.00	0.00
TOTAL NONCURRENT ASSETS		<u>375,322,403.25</u>	<u>385,196,641.40</u>
TOTAL ASSETS		<u>464,038,136.20</u>	<u>449,039,809.88</u>
=====			
<u>LIABILITIES</u>			
=====			
<u>CURRENT LIABILITIES</u>			
ACCOUNTS PAYABLE		4,704,600.12	7,429,068.72
BONDS PAYABLE		20,830,000.00	21,905,000.00
DUE TO THE COUNTY		0.00	0.00
ACCRUED INTEREST		2,665,868.75	2,327,931.26
CONTRACT RETENTION		138,446.57	2,714,903.64
DEFERRED REVENUE		2,335,206.38	2,195,754.99
TOTAL CURRENT LIABILITIES		<u>30,674,121.82</u>	<u>36,572,658.61</u>
<u>NONCURRENT LIABILITIES</u>			
REVENUE BONDS		78,569,036.16	68,937,815.27
GENERAL OBLIGATION BONDS		24,269,015.76	12,385,877.71
DUE TO THE COUNTY		0.00	0.00
TOTAL NONCURRENT LIABILITIES		<u>102,838,051.92</u>	<u>81,323,692.98</u>
TOTAL LIABILITIES		<u>133,512,173.74</u>	<u>117,896,351.59</u>
=====			
BEGINNING EQUITY/RESERVES		330,867,899.20	332,307,391.95
TOTAL REVENUE		39,395,498.04	41,238,074.76
TOTAL EXPENSES		39,737,434.78	42,402,008.42
NET CHANGE		(341,936.74)	(1,163,933.66)
TOTAL EQUITY/RESERVES		<u>330,525,962.46</u>	<u>331,143,458.29</u>
NET ASSETS		<u>464,038,136.20</u>	<u>449,039,809.88</u>
=====			

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
WATER SERVICE	56,008,336	3,839,154.34	0.00	26,914,461.25	0.00	29,093,874.75	48.05
TAXES	30,069,085	2,441,068.51	0.00	14,111,962.96	0.00	15,957,122.04	46.93
OTHER INCOME	1,555,496	(185,136.25)	0.00	211,650.55	0.00	1,343,845.45	13.61
TOTAL REVENUES	87,632,917	6,095,086.60	0.00	41,238,074.76	0.00	46,394,842.24	47.06
<u>EXPENDITURE SUMMARY</u>							
<u>ADMINISTRATION</u>							
PERSONNEL SERVICES	4,570,513	325,414.67	0.00	2,055,164.03	0.00	2,515,348.97	44.97
CONTRACT SERVICES	1,097,785	93,597.72	0.00	413,094.35	0.00	684,690.65	37.63
INSURANCE	767,182	47,975.90	0.00	325,241.40	0.00	441,940.60	42.39
OPERATIONAL SUPPORT SRVS	917,115	36,478.29	0.00	282,131.98	0.00	634,983.02	30.76
WATER OPERATION	70,228,963	4,398,619.24	0.00	31,254,122.55	0.00	38,974,840.58	44.50
BOND INTEREST	6,333,441	504,117.45	0.00	3,007,297.20	0.00	3,326,143.80	47.48
CAPITAL	6,944,978	539,252.23	0.00	3,321,292.42	0.00	3,623,685.58	47.82
WORK IN PROGRESS	26,223,412	(13,985,554.90)	0.00	1,743,664.49	0.00	24,479,747.51	6.65
TOTAL ADMINISTRATION	117,083,389	(8,040,099.40)	0.00	42,402,008.42	0.00	74,681,380.71	36.22
TOTAL EXPENDITURES	117,083,389	(8,040,099.40)	0.00	42,402,008.42	0.00	74,681,380.71	36.22
REVENUE OVER/(UNDER) EXPENDITURES	(29,450,472)	14,135,186.00	0.00	(1,163,933.66)	0.00	(28,286,538.47)	3.95

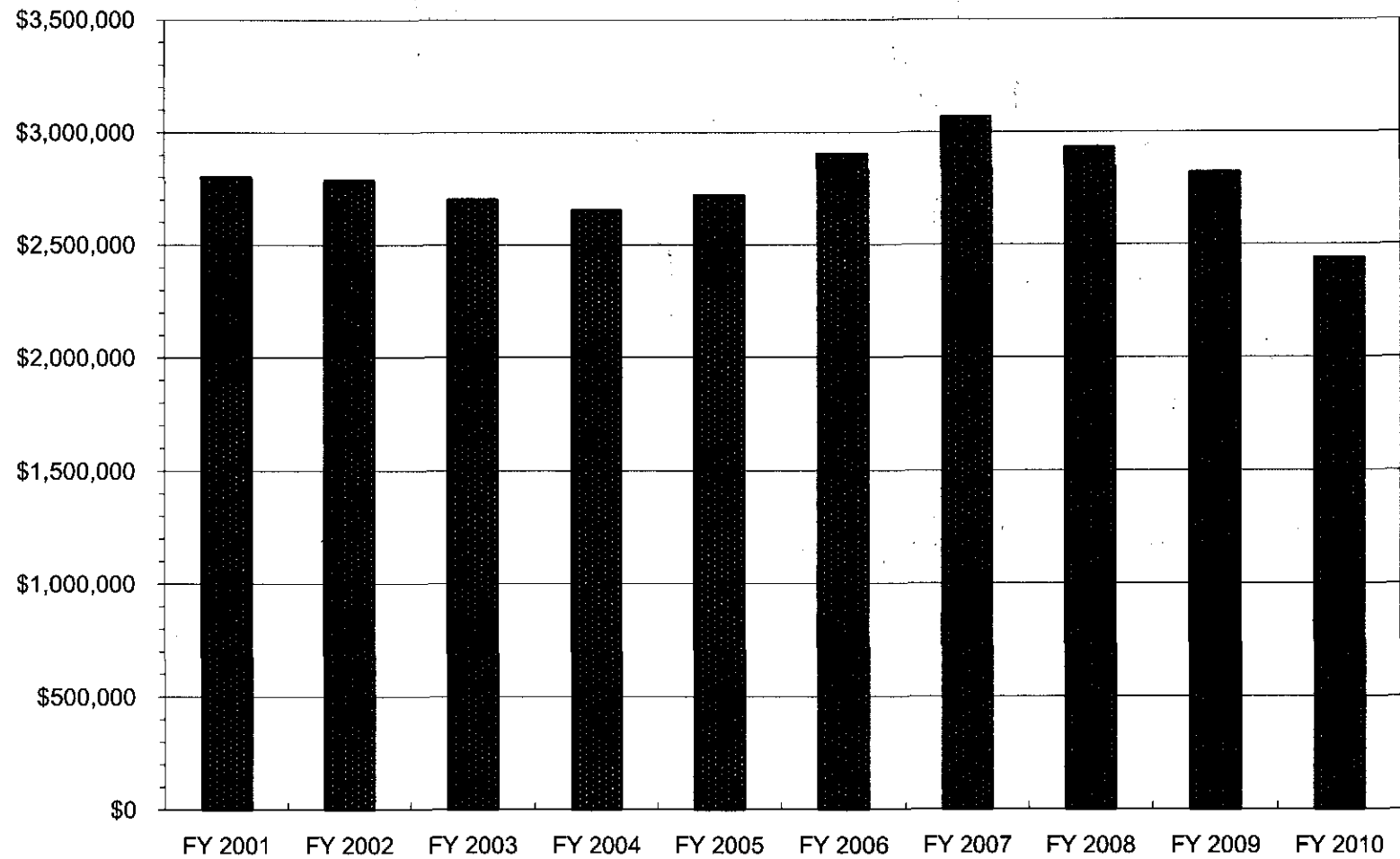
DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
October 31, 2009

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	PURCHASED TO YIELD	MARKET YIELD	PAR VALUE	MARKET	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 10/31/09	BID PRICE 10/31/09
Water Fund Depository Accounts (01-1210)											
Illinois Funds-Money Market	0.105%	10/31/09	11/01/09	0.105%	0.105%	\$ 1,748,501.23	\$ 1,748,501.23	\$ -	\$ 1,748,501.23	\$ -	100.000
				0.105%	0.105%	\$ 1,748,501.23	\$ 1,748,501.23	\$ -	\$ 1,748,501.23	\$ -	
Water Fund Oper. & Maint. Acct. (01-1211)											
Illinois Funds-Money Market	0.105%	10/31/09	11/01/09	0.105%	0.105%	\$ 5,922,342.03	\$ 5,922,342.03	\$ -	\$ 5,922,342.03	\$ -	100.000
Cert. of Deposit (Winfield Community Bank)	1.740%	06/15/09	01/15/10	1.740%	1.740%	2,500,000.00	2,500,000.00	-	2,500,000.00	16,446.58	100.000
Cert. of Deposit (West Suburban Bank)	0.500%	07/17/09	01/17/10	0.500%	0.500%	5,935,100.00	5,935,100.00	-	5,935,100.00	8,618.09	100.000
				0.553%	0.553%	\$ 14,357,442.03	\$ 14,357,442.03	\$ -	\$ 14,357,442.03	\$ 25,064.67	
Revenue Bond Interest Account (01-1212)											
One Group Government Money Market	0.000%	10/31/09	11/01/09	0.000%	0.000%	139,547.98	\$ 139,547.98	\$ -	\$ 139,547.98	\$ -	100.000
U. S. Treas. Notes (JP Morgan)	3.625%	05/01/09	10/31/09	N/A	0.000%	209,000.00	\$ 209,000.00	\$ (3,559.53)	\$ 212,559.53	3,788.13	100.000
U. S. Treas. Notes (JP Morgan)	3.625%	05/29/09	10/31/09	N/A	0.000%	347,000.00	\$ 347,000.00	\$ (4,933.91)	\$ 351,933.91	6,289.38	100.000
U. S. Treas. Notes (JP Morgan)	3.625%	06/19/09	10/31/09	N/A	0.000%	346,000.00	\$ 346,000.00	\$ (4,257.42)	\$ 350,257.42	6,271.25	100.000
U. S. Treas. Notes (JP Morgan)	3.625%	07/22/09	10/31/09	N/A	0.000%	346,000.00	\$ 346,000.00	\$ (3,351.88)	\$ 349,351.88	6,271.25	100.000
U. S. Treas. Notes (JP Morgan)	3.625%	08/27/09	10/31/09	N/A	0.000%	347,000.00	\$ 347,000.00	\$ (2,222.97)	\$ 349,222.97	6,289.38	100.000
U. S. Treas. Notes (JP Morgan)	3.625%	09/21/09	10/31/09	N/A	0.000%	346,000.00	\$ 346,000.00	\$ (1,486.72)	\$ 347,486.72	6,271.25	100.000
33171.04				0.000%	0.000%	\$ 2,080,547.98	\$ 2,080,547.98	\$ (19,812.43)	\$ 2,100,360.41	\$ 35,180.64	
Revenue Bond Principal (01-1213)											
One Group Government Money Market	0.000%	10/31/09	11/01/09	0.000%	0.000%	747.32	\$ 747.32	\$ -	\$ 747.32	\$ -	100.000
U. S. Treas. Notes (JP Morgan)	2.125%	05/01/09	04/30/10	N/A	0.129%	678,000.00	686,746.20	(3,224.74)	689,970.94	7,203.75	101.290
U. S. Treas. Notes (JP Morgan)	2.125%	05/29/09	04/30/10	N/A	0.129%	824,000.00	834,629.60	(2,502.90)	837,132.50	8,755.00	101.290
U. S. Treas. Notes (JP Morgan)	2.125%	06/19/09	04/30/10	N/A	0.129%	824,000.00	834,629.60	(1,472.90)	836,102.50	8,755.00	101.290
U. S. Treas. Notes (JP Morgan)	2.125%	07/22/09	04/30/10	N/A	0.129%	822,000.00	832,603.80	(1,116.12)	833,719.92	8,733.75	101.290
U. S. Treas. Notes (JP Morgan)	2.125%	08/27/09	04/30/10	N/A	0.129%	822,000.00	832,603.80	(24.40)	832,628.20	8,733.75	101.290
U. S. Treas. Notes (JP Morgan)	2.125%	09/17/09	04/30/10	N/A	0.129%	822,000.00	832,603.80	714.11	831,889.69	8,733.75	101.290
U. S. Treas. Notes (JP Morgan)	2.125%	10/27/09	04/30/10	N/A	0.129%	186,000.00	188,399.40	474.01	187,925.39	1,976.25	101.290
				0.000%	0.129%	\$ 4,976,747.32	\$ 5,042,963.52	\$ (7,152.94)	\$ 5,050,116.46	\$ 52,891.25	
Revenue Bond Debt Svc. Reserve (01-1214)											
				N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	
Water Fund Oper. & Maint. Res. (01-1215)											
Illinois Funds-Money Market	0.105%	10/31/09	11/01/09	0.105%	0.105%	\$ 232,211.02	\$ 232,211.02	\$ -	\$ 232,211.02	\$ -	100.000
				0.105%	0.105%	\$ 232,211.02	\$ 232,211.02	\$ -	\$ 232,211.02	\$ -	

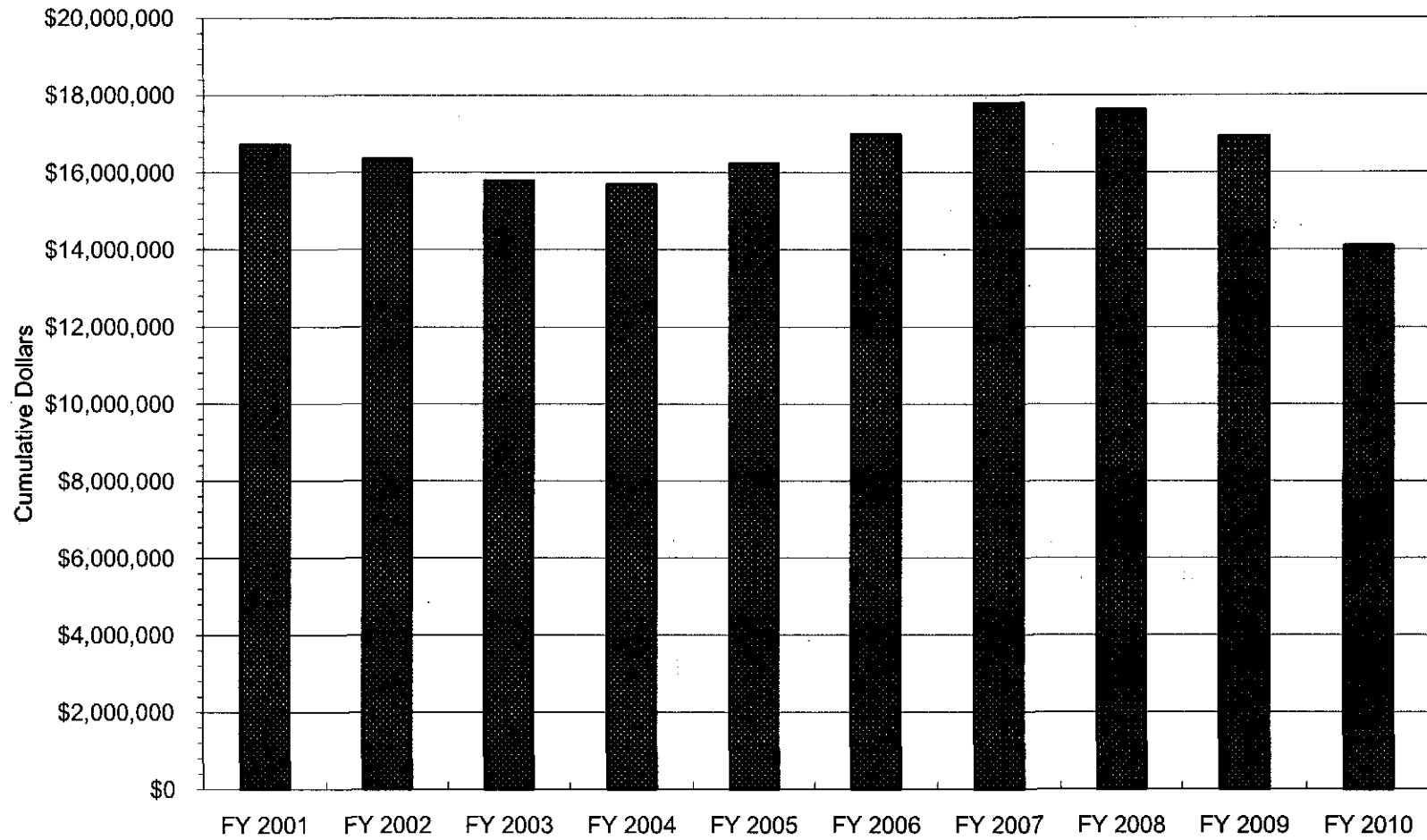
DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
October 31, 2009

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	PURCHASED TO YIELD	MARKET YIELD	PAR VALUE	MARKET	AMORTIZED DISCOUNT (PREMIUM)	PURCHASE PRICE	ACCRUED INTEREST 10/31/09	BID PRICE 10/31/09
Water Fund Depreciation Account (01-1216)											
Illinois Funds-Money Market	0.105%	10/31/09	11/01/09	0.105%	0.105%	\$ 5,000,000.00	\$ 5,000,000.00	\$ -	\$ 5,000,000.00	\$ -	100.000
				0.105%	0.105%	\$ 5,000,000.00	\$ 5,000,000.00	\$ -	\$ 5,000,000.00	\$ -	
Water Fund General Account (01-1217)											
Illinois Funds-Money Market	0.105%	10/31/09	11/01/09	0.105%	0.105%	\$ -	\$ -	\$ -	\$ -	\$ -	100.000
				N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	
Sales Tax Funds (01-1230)											
Illinois Funds-Money Market	0.105%	10/31/09	11/01/09	0.105%	0.105%	\$ 7,655,114.04	\$ 7,655,114.04	\$ -	\$ 7,655,114.04	\$ -	100.000
				0.105%	0.105%	\$ 7,655,114.04	\$ 7,655,114.04	\$ -	\$ 7,655,114.04	\$ -	
2001 G. O. Bonds Debt Service (01-1243)											
FAMGOFIC Money Market	0.000%	10/31/09	11/01/09	0.000%	0.000%	\$ 1,556,207.64	\$ 1,556,207.64	\$ -	\$ 1,556,207.64	\$ -	100.000
U. S. Treas. Notes (U.S. BANK)	2.000%	02/24/09	02/28/10	0.726%	0.173%	11,432,000.00	11,504,021.60	(74,450.90)	11,578,472.50	38,106.67	100.630
				0.639%	0.152%	\$ 12,988,207.64	\$ 13,060,229.24	\$ (74,450.90)	\$ 13,134,680.14	\$ 38,106.67	
TOTAL ALL FUNDS				0.363%	0.246%	\$ 49,040,771.26	\$ 49,177,009.06	\$ (101,416.27)	\$ 49,278,425.33	\$ 151,243.23	
October 31, 2009				90 DAY US TREASURY YIELD	0.030%						

**DuPage Water Commission
Sales Tax Collected - Month of October**



**DuPage Water Commission
Sales Tax Collections - Year to Date October**

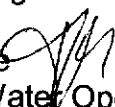




DuPage Water Commission

MEMORANDUM

TO: Robert Martin
General Manager

FROM: Terry McGhee 
Manager of Water Operations

DATE: October 30, 2009

SUBJECT: Information Technology Services

The Commission entered into a service agreement with BridgePoint Technologies LLC in July, 2009. BridgePoint was tasked with redesigning the Commission's existing website and developing a new website for the Water Conservation Program.

BridgePoint is a full service Information Technology (IT) consulting firm that specializes in providing innovative business solutions that reduce costs and utilize current and emerging technology to satisfy its customers goals. BridgePoint is a Microsoft Gold Certified Partner with over ten years experience in the IT management industry.

A BridgePoint representative presented the Commission with a proposal that included a complete package of IT services; based on the company's credentials and past performance I am recommending that the Commission utilize BridgePoint as an additional IT Management service provider.