



AGENDA – Board of Commissioners

Thursday, November 17, 2022 6:30 P.M.

- I. Call to Order and Pledge of Allegiance
- II. Roll Call
- III. Public Comments (limited to 3 minutes per person)
- IV. Approval of Minutes

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

RECOMMENDED MOTION: To approve the Minutes of the October 20, 2022, Regular Meeting of the DuPage Water Commission. (Voice Vote)

- V. Treasurer’s Report

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

RECOMMENDED MOTION: To accept the October 2022 Treasurer’s Report (Voice Vote).

- VI. Committee Reports

A. Finance Committee

1. Report of 11/17/22 Finance Committee
2. Request for Board Action – To authorize the General Manager to engage in the option year of a three-year agreement with Sikich LLC for audit services, at an amount not to exceed \$32,000 per year.

(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)

3. Request for Board Action – To authorize the transfer of funds from the Operating and Maintenance Account to the General Account

(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)

4. Resolution No. R-72-22: A Resolution amending and restating the Investment Policy of the DuPage Water Commission.

(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 item numbers 2 through 4 under the Finance Committee section of the agenda pursuant to the Omnibus Vote Procedures (Roll Call).

5. Actions on other items listed on the 11/17/22 Finance Committee Agenda.

B. Administration Committee

1. Report of 11/17/22 Administration Committee

2. Ordinance No. O-4-22: An Ordinance Approving and Authorizing the Execution of a Water Purchase and Sale Agreement Between the DuPage Water Commission and Aqua Illinois for the Aqua Illinois-Oak Brook Unit System and an Interim Water Supply Agreement between the DuPage Water Commission, the Village of Oak Brook and Aqua Illinois

(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)

3. Resolution No. R-68-22: A Resolution approving employee insurance benefits for plan year beginning January 1, 2023 and ending December 31, 2023.

(TO SUSPEND PURCHASING PROCEDURES: 2/3 Majority of those Commissioners Present, provided there is a quorum—minimum 5)

(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)

4. Resolution No. R-74-22: A Resolution authorizing and ratifying the disposal of certain person property owned by the DuPage Water Commission.

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

5. Request for Board Action: To Suspend the Purchasing Procedures of the Commission's By-Laws and Authorize the General Manager to approve Requisition No. 74964 in the amount of approximately \$51,000.00 to Hexagon (formerly Infor).

(TO SUSPEND PURCHASING PROCEDURES: 2/3 Majority of those Commissioners Present, provided there is a quorum—minimum 5)

(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)

6. Request for Board Action: To approve the 2023 Schedule of Meetings

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

RECOMMENDED MOTION: To adopt item numbers 2 through 6 under the Administration Report section of the agenda pursuant to the Omnibus Vote Procedures (Roll Call).

7. Actions on Other Items Listed on 11/17/22 Administration Committee Agenda

C. Engineering & Construction Committee

1. Report of 11/17/22 Engineering & Construction Committee
2. Resolution No. R-67-22: A Resolution approving and ratifying certain work authorization orders under quick response electrical contract QRE-9/20. WO #012 with McWilliams Electric Company, at an estimated cost of \$60,058.

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

3. Resolution No. R-69-22: A Resolution suspending purchasing procedures and authorizing the General Manager to purchase materials and labor services for the Commission’s emergency generators and ancillary equipment from Altorfer Power Systems, at a cost not to exceed \$300,000.00

(TO SUSPEND PURCHASING PROCEDURES: 2/3 Majority of those Commissioners Present, provided there is a quorum—minimum 5)

(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)

4. Resolution No. R-70-22: A Resolution approving and ratifying certain work authorization orders under quick response contract QR-12/21 with Benchmark Construction Company (QR – 12.016) at an estimated cost of \$456,085.14.

(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)

5. Resolution No. R-71-22: A Resolution approving and ratifying certain work authorization orders under quick response contract QR-12/21 to Benchmark Construction Company (OR-12.017) at an estimated cost of \$85,372.10

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

6. Resolution No. R-73-22: A Resolution approving and ratifying certain work authorization orders under quick response electrical contract QRE-9/20, (WO 9.013) to McWilliams Electric Co. at an estimated cost of \$31,000.00.

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

7. Resolution No. R-75-22: A Resolution approving and ratifying certain work authorization orders under valve assessment program - contract VAP-2/22, work authorization order 2.001 to Pure Technologies, Inc., at an estimated cost of \$275,000.00

(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)

8. Resolution No. R-76-22: A Resolution awarding the influent, effluent and 72” meter buildings coatings rehabilitation contract PDS-11/22, to GP Maintenance Services, Inc., at a cost of \$440,000.00

(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40%

RECOMMENDED MOTION: To adopt item numbers 2 through 8 under the Engineering & Construction Report section of the agenda in a single group pursuant to the Omnibus Vote procedures. (Roll Call)

9. Actions on Other Items Listed on 11/17/22 Engineering & Construction Committee Agenda

VII. Accounts Payable

A. October 2022

1. Approval of Accounts Payable invoices received in the amount of \$10,101,376.43

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$10,101,376.43 subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).

(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)

2. Approval of Accounts Payable estimated invoices in the amount of \$4,627,075.00

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$4,627,075.00 subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

(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)

VIII. Chairman's Report

IX. Omnibus Vote Requiring Majority Vote

X. Omnibus Vote Requiring Super-Majority or Special Majority Vote

XI. Old Business

XII. New Business

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), to discuss pending, probable, or imminent litigation pursuant to 5 ILCS 120/2(c)(11), and/or to discuss minutes of closed meetings pursuant to 5 ILCS 120/2(c)(21) (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)

Minutes of a Meeting
of the

BOARD OF COMMISSIONERS

DuPage Water Commission
600 E. Butterfield Road, Elmhurst, Illinois

October 20, 2022

- I. The meeting was called to order by Chairman Zay at 6:34 PM.

Chairman Zay welcomed Troop 191 from Carol Stream who are here working on their Citizenship and Community merit badge. They presented the flag and led the Pledge of Allegiance and enjoyed a tour of the Commission.

- II. All Commissioners in attendance. D. Bouckaert, J. Broda, J. Fennell, R. Gans, P. Gustin, J. Healy, D. Novotny, J. Pruyn, K. Rush, D. Russo, F. Saverino, P. Suess, and J. Zay

Also in attendance: P. May, C. Bostick, C. Peterson, M. Weed, D. Panaszek, D. Cuvalo, J. Haney, D. Mundall, P. Luetkehans of Luetkehans Brady Garner & Armstrong LLC.

- III. Public Comments

No public comments were offered.

- IV. Approval of Minutes

Commissioner Healy moved to approve the Minutes of the September 15, 2022, Regular Meeting of the DuPage Water Commission, seconded by Commissioner Gustin and unanimously approved by a voice vote.

All voted aye, motion carried.

- V. Treasurer's Report

Treasurer Fates presented the September 2022 Treasurer's Report consisting of 13 pages with pages 1 and 2 containing a brief summary of the report.

September 2022

Treasurer Fates pointed out the \$221.1 million of cash and investments on page 4, which reflected an increase of about \$1.4 million from the previous month. Treasurer Fates also pointed out the schedule of investments on pages 5 through 11 totaling \$184.2 million and the market yield on the total portfolio showed 1.52% which is up slightly from the prior month. On page 12, the statement of cash flows showed an increase in cash and investments by about \$4.2 million and operating

activities increased by approximately \$4.1 million. Also noted on page 13, the monthly cash/operating report showed that the Commission has met all recommended reserve balances.

Commissioner Gustin moved to accept the September 2022 Treasurer's Report, seconded by Commissioner Russo, unanimously approved by a roll call vote.

Ayes: D. Bouckaert, J. Broda, J. Fennell, R. Gans, P. Gustin, J. Healy, D. Novotny, J. Pruy, K. Rush, D. Russo, F. Saverino, P. Suess, and J. Zay

Nays: None

Absent: None

VI. Committee Reports

A. Finance Committee – report by P. Suess

Commissioner Suess offered a report of the Finance Committee, updating the Commissioners on the changes to the cost of Property & Liability Insurance as well as the changes to the Workers Compensation Insurance costs. He went on to update the Commissioners on the presentation given by PFM, the Commission's investment managers of the reserve fund. A copy of the presentation will be forthcoming. A change to the investment policy, expanding the use of corporate securities, will be brought forward at the next meeting.

Item 1: Purchase Property and Liability Insurance - To Suspend the Purchasing Procedures of the Commission's By-Laws and to Purchase Property and Liability Insurance total premium of approximately \$517,000.00 as proposed by AJ Gallagher Risk Management Services, Inc

Item 2: Purchase Workers' Compensation and Employer's Liability Insurance- To Suspend the Purchasing Procedures of the Commission's By-Laws and to Purchase Workers' Compensation and Employer's Liability Insurance. Total premium not-to-exceed \$124,000.00 as proposed by Illinois Public Risk Fund and outlined by Arthur J. Gallagher Risk Management Services, Inc.

Item 3: Actions on other items listed on the 10/20/22 Finance Committee Agenda.

Commissioner Suess made a motion adopt item numbers 1 through 3 under the Finance Committee section of the Agenda pursuant to the Omnibus Vote Procedures, seconded by Commissioner Russo, unanimously approved by a Roll Call vote.

Ayes: D. Bouckaert, J. Broda, J. Fennell, R. Gans, P. Gustin, J. Healy, D. Novotny, J. Pruy, K. Rush, D. Russo, F. Saverino, P. Suess, and J. Zay

Nays: None

Absent: None

B. Administration Committee – report by J. Healy

Commissioner Healy gave a brief update of the Administration Committee

- Item 1: Resolution No. R-57-22: To suspend purchasing procedures and authorize approval of purchase requisition No. 74811 to Roesch Ford for the purchase of one 2023 Ford Explorer in the amount of \$36,502.00
- Item 2: Resolution No. R-58-22: A Resolution reviewing certain Executive Session minutes.
- Item 3: Actions on Other Items Listed on 10/20/22 Administration Committee Agenda

Commissioner Healy made a motion to adopt item numbers 1 through 3 under the Administration Report section of the Agenda pursuant to the Omnibus Vote Procedures, seconded by Commissioner Gustin, unanimously approved by a Roll Call vote.

Ayes: D. Bouckaert, J. Broda, J. Fennell, R. Gans, P. Gustin, J. Healy, D. Novotny, J. Pruyne, K. Rush, D. Russo, F. Saverino, P. Suess, and J. Zay

Nays: None

Absent: None

B. Engineering & Construction Committee – report by J. Fennell

- Item 1: Resolution No. R-56-22: To suspend purchasing procedures and authorize approval of Requisition No. 74777 to Neenah Foundry Company for the purchase of manhole frames and custom lids with DWC identification, in the amount not to exceed \$200,000.00
- Item 2: Resolution No. R-59-22: A Resolution approving and ratifying task order No. 06 under a Master Contract with DeLasCasas CP, LLC, cost not to exceed \$40,100.00.
- Item 3: Resolution No. R-60-22: A Resolution approving and ratifying certain work authorization orders under Quick Response Contract QR-12/21 to Benchmark Construction Co., Inc., at an estimated cost of \$240,000.00.
- Item 4: Resolution No. R-61-22: To suspend purchasing procedures and award the Valve Assessment Program Contract (Contract VAP-2/22) to Pure Technologies, US, Inc., at no cost.
- Item 5: Resolution No. R-62-22: A Resolution to authorize approval of certain work authorization orders under Quick Response Contract QR-12/21, WAO No 015 – Benchmark Construction Co., Inc., at a cost not-to-exceed \$70,000.00.
- Item 6: Resolution No. R-63-22: A Resolution approving the procurement of exterior standpipe cleaning services, with Jetco, Ltd., at a cost of \$37,000.00.

- Item 7: Resolution No. R-64-22: A Resolution approving and authorizing the execution of a Master Contract with Burns & McDonnell Engineering Co., Inc. for professional engineering services and authorization of Task Order No. 01, at a not to exceed cost of \$17,500.00
- Item 8: Resolution No. R-65-22: A Resolution Approving and ratifying certain task orders under a master contract with AECOM Technical Services, Inc., Task Order No 20 – Hydraulic Model Calibration, at a cost of \$83,600.00.
- Item 9: RFBA – Tank Site Surveying: Ratification of Purchase Order No. 38910 for professional surveying services with Claassen, White & Associates, P.C., at a not-to-exceed cost of \$5,000.00.

Commissioner Fennell moved to adopt item numbers 1 through 9 under the Engineering & Construction Report section of the agenda in a single group pursuant to the Omnibus Vote procedures, seconded by Commissioner Bouckaert, unanimously approved by a Roll Call vote.

Ayes: D. Bouckaert, J. Broda, J. Fennell, R. Gans, P. Gustin, J. Healy, D. Novotny, J. Pruyn, K. Rush, D. Russo, F. Saverino, P. Suess, and J. Zay

Nays: None

Absent: None

VII. Accounts Payable

A. September 2022

Item 1: Approval of Accounts Payable invoices received in the amount of \$10,789,906.26.

Commissioner Russo moved to approve the Accounts Payable in the amount of \$10,789,906.26, seconded by Commissioner Saverino, unanimously approved by a roll call vote.

Ayes: D. Bouckaert, J. Broda, J. Fennell, R. Gans, P. Gustin, J. Healy, D. Novotny, J. Pruyn, K. Rush, D. Russo, F. Saverino, P. Suess, and J. Zay

Nays: None

Absent: None

Item 2: Approval of Accounts Payable estimated invoices in the amount of \$1,734,475.00.

Commissioner Gustin moved to approve the Accounts Payable in the amount of \$1,734,475.00, seconded by Commissioner Healy, unanimously approve by a roll call vote.

Ayes: D. Bouckaert, J. Broda, J. Fennell, R. Gans, P. Gustin, J. Healy, D. Novotny, J. Pruyn, K. Rush, D. Russo, F. Saverino, P. Suess, and J. Zay

Nays: None

Absent: None

VIII. Chairman's Report

Chairman Zay began by thanking Troop 191 from Carol Stream for coming to present the flag and touring our facility. He went on the wish General Manager Paul May a happy 50th birthday, and to invite the Commissioners to the 1st Annual DuPage Water Commission Chili Cook Off.

General Manager Paul May updated the Commissioners on the status of many of the current projects:

- Montgomery, Oswego and Yorkville: A productive meeting took place, the municipalities are experiencing delays with the DNR process and project milestones have been established. Looking at the end of first quarter 2023 to bring the engineering team on board for the design of the linkage pipe and to draft the intergovernmental agreements.
- The Aqua/Oak Brook project, while experiencing some legal issues, is slated tentatively for the November agenda.
- A meeting was held with the DWC/Charter Member Customer Contract Working Group addressing the upcoming contract negotiations, the process should move quickly.
- The Chicago contract, expiring March 2024 is moving forward but the City has been slow to engage, nonetheless, there have been City of Chicago attorneys assigned to our contract. Special Counsel for the Commission is on board and underway, updates for follow at the next meeting.
- The source water project is underway with technical memorandums one and two received and reviewed. Documents available for review by this body expected by end on first quarter 2023.
- Union negotiations are underway, the contract expiration is 2023.
- HR Consultants, Sikich, assessment is underway and a report is expected by end of year.

IX. Omnibus Vote Requiring Majority Vote

X. Omnibus Vote Requiring Super-Majority or Special Majority Vote

XI. Old Business

No Old Business was offered.

XII. New Business

No Old Business was offered.

XIII. Executive Session

XIV. Adjournment

Commissioner Broda moved to adjourn the meeting, seconded by Commissioner Healy, unanimously approved by a voice vote. All ayes, motion carried. The meeting was adjourned at 6:57 PM.



MEMORANDUM

To: Chairman and Commissioners
From: Bill Fates, Treasurer
Date: 11/8/2022
Subject: TREASURER'S REPORT – October 31, 2022

I am pleased to report that I have reviewed and approved all journal entries and bank reconciliations for the month of October. I have also reviewed the monthly financial statements and budget status reports and found them to be in order.

Summary of Cash & Investments (Page 4)

1. Cash and investments totaled \$222.5 million on October 31st, an increase of \$1.5 million compared to the previous month.
2. The balance in the BMO Harris checking account was \$38.2 million on October 31st, an increase of \$1.3 million compared to the \$36.9 million reported last month due timing of collections.
3. The BMO Harris money market accounts had \$2.7 million at month-end, relatively unchanged from the prior month.
4. During the month of October, the IIIT money market accounts increased by \$1.4 million from the prior month.
5. In October, commercial paper decreased by \$1.0 million. There were was no other material changes in investments.
6. The current holdings of cash and investments are in compliance with the approved investment policy.
7. For the six months ended October 31, 2022, the Commission's cash and investments increased a total of \$5.7 million.
 - The Operating & Maintenance Account increased by \$0.2 million for an ending balance of \$40.9 million.
 - The General Account increased by approximately \$5.1 million for an ending balance of \$16.9 million.

- The Operating Reserve Account increased by approximately \$325,000 for a balance of \$73.7 million.
- The Capital Reserve Fund decreased by about approximately \$65,000 for a balance of \$66.4 million.
- The Long-Term Capital Reserve Account increased by approximately \$123,000 for a balance of \$24.7 million.

Summary of the Changes in Cash and Investments by Account

Account	Balance 4/30/2022	Balance 10/31/2022	Increase (Decrease)
Operations & Maintenance	\$40,712,748	\$40,876,882	\$164,134
General Account	11,764,287	16,885,809	5,121,522
Operating Reserve	73,340,284	73,665,777	325,493
Capital Reserve	66,483,336	66,418,274	(65,062)
Long-Term Cap. Reserve	24,545,723	24,668,959	123,236
Total Cash & Investments	\$216,846,378	\$222,515,701	\$5,669,323

Schedule of Investments (Pages 5-11)

1. The average yield to maturity on the Commission’s investments was 1.58%, up slightly from the prior month average yield to maturity of 1.52%.
2. The portfolio ended the month of October 2022 with \$10.3 million of unrealized losses, compared to \$6.1 million in unrealized losses at April 30, 2022.
3. The amortized cost of our investments was \$184.4 million at October 31st.

Statement of Cash Flows (Page 12)

1. The statement of cash flows shows a breakdown of the \$5.7 million increase in cash and investments for the fiscal year.
2. Operating activities increased cash by approximately \$6.1 million as of the end of October 2022.
3. The decrease in Loans Receivable, primarily related to Bartlett activity, increased cash by approximately \$266,000.
4. Capital Assets purchased were \$1.3 million.
5. Cash flow from investment activity generated approximately \$585,000 of income.

Reserve Analysis (Page 13)

1. The reserve analysis report shows the Commission has met all recommended reserve balances on October 31st.
2. The Operating and Maintenance Account was \$40.9 million which is a balance currently sufficient to cover an estimated 104 days of normal operation and maintenance costs.

3. The Operating Reserve account was \$73.7 million which is approximately 187 days, this amount meets the minimum balance per the reserve policy.

Respectfully submitted,



Bill Fates, CPA
Treasurer

DU PAGE WATER COMMISSION
TREASURER'S REPORT
SUMMARY OF CASH AND INVESTMENTS
October 31, 2022

FUNDS CONSIST OF:	October 31, 2022	September 30, 2022	INCR. - (DECR.)
PETTY CASH	1,300.00	1,300.00	0.00
CASH AT HARRIS BANK	38,160,242.89	36,900,216.17	1,260,026.72
TOTAL CASH	38,161,542.89	36,901,516.17	1,260,026.72
IIIT MONEY MARKET FUNDS	6,260,864.11	4,845,861.60	1,415,002.51
BMO HARRIS MONEY MARKET FUNDS	2,715,338.73	2,713,356.86	1,981.87
U. S. TREASURY INVESTMENTS	104,716,080.26	104,852,316.35	(136,236.09)
U. S. AGENCY INVESTMENTS	34,936,962.18	35,064,538.57	(127,576.39)
MUNICIPAL BONDS	13,012,580.13	13,193,858.00	(181,277.87)
COMMERCIAL PAPER	0.00	999,822.22	(999,822.22)
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG CERTIFICATES OF DEPOSIT	22,712,333.17 0.00	22,488,630.66 0.00	223,702.51 0.00
TOTAL INVESTMENTS	184,354,158.58	184,158,384.26	195,774.32
TOTAL CASH AND INVESTMENTS	222,515,701.47	221,059,900.43	1,455,801.04
	October 31, 2022	September 30, 2022	% CHANGE
IIIT MONEY MARKET FUNDS	3.3%	2.7%	29.2%
BMO HARRIS MONEY MARKET FUNDS	1.5%	1.5%	0.1%
U. S. TREASURY INVESTMENTS	56.8%	56.9%	-0.1%
U. S. AGENCY INVESTMENTS	19.0%	19.0%	-0.4%
MUNICIPAL BONDS	7.1%	7.2%	-1.4%
COMMERCIAL PAPER	0.0%	0.5%	-100.0%
ASSET BACKED SEC/COLLATERALIZED MORTGAGE OBLIG CERTIFICATES OF DEPOSIT	12.3% 0.0%	12.2% 0.0%	1.0% N/A
TOTAL INVESTMENTS	100.0%	100.0%	0.1%

Note 1 - Investments are carried at amortized cost.

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/22
Water Fund Oper. & Maint. Acct. (01-121103)										
BMO Harris - Money Market	0.860%	10/31/22	11/01/22	1	0.860%	\$ 2,715,338.73	\$ 2,715,338.73	0.00	\$ 2,715,338.73	-
Water Fund General Account (01-121700)										
IIIT - Money Market	3.132%	10/31/22	11/01/22	1	3.132%	3,938,782.41	3,938,782.41	0.00	3,938,782.41	-
US Treasury Notes	1.625%	04/06/22	11/15/22	15	1.330%	2,000,000.00	2,003,515.63	(3,294.92)	2,000,220.71	15,013.59
US Treasury Notes	1.625%	04/06/22	12/15/22	45	1.420%	1,500,000.00	1,502,050.78	(1,694.12)	1,500,356.66	9,257.17
US Treasury Notes	1.750%	04/06/22	01/31/23	92	1.630%	1,500,000.00	1,501,406.25	(979.69)	1,500,426.56	6,633.83
US Treasury Notes	1.500%	04/07/22	02/28/23	120	1.760%	1,500,000.00	1,496,601.56	2,161.70	1,498,763.26	3,853.59
US Treasury Notes	1.500%	04/07/22	03/31/23	151	1.830%	500,000.00	498,378.91	941.86	499,320.77	659.34
US Treasury Notes	0.250%	06/07/22	04/15/23	166	2.190%	2,500,000.00	2,459,179.69	19,232.65	2,478,412.34	291.90
US Treasury Notes	0.125%	06/07/22	05/31/23	212	2.270%	2,500,000.00	2,448,339.84	21,212.41	2,469,552.25	1,314.89
US Treasury Bill	0.000%	01/19/22	11/03/22	3	0.460%	1,000,000.00	996,352.71	3,621.87	999,974.58	-
	Weighted Avg Maturity		85		2.050%	\$ 16,938,782.41	\$ 16,844,607.78	41,201.76	\$ 16,885,809.54	\$ 37,024.31
Water Fund Operating Reserve (01-121800)										
IIIT - Money Market	3.132%	10/31/22	11/01/22	1	3.132%	1,146,649.02	1,146,649.02	0.00	1,146,649.02	-
US Treasury Notes	0.125%	09/29/21	10/15/23	349	0.300%	620,000.00	617,771.88	1,187.33	618,959.21	36.20
US Treasury Notes	2.625%	11/02/21	12/31/23	426	0.530%	750,000.00	783,662.11	(15,506.78)	768,155.33	6,633.83
US Treasury Notes	2.250%	01/29/19	12/31/23	426	2.560%	1,270,000.00	1,251,991.80	13,744.42	1,265,736.22	9,628.53
US Treasury Notes	0.125%	02/18/21	02/15/24	472	0.210%	750,000.00	748,095.70	1,082.19	749,177.89	198.71
US Treasury Notes	2.375%	03/01/19	02/29/24	486	2.560%	550,000.00	545,208.98	3,515.69	548,724.67	2,237.22
US Treasury Notes	2.250%	04/20/22	03/31/24	517	2.580%	500,000.00	496,894.53	851.71	497,746.24	989.01
US Treasury Notes	2.125%	04/01/19	03/31/24	517	2.300%	1,050,000.00	1,041,140.63	6,353.10	1,047,493.73	1,961.54
US Treasury Notes	2.500%	05/04/22	04/30/24	547	2.710%	1,000,000.00	995,937.50	1,011.43	996,948.93	69.06
US Treasury Notes	2.000%	05/28/19	04/30/24	547	2.100%	1,420,000.00	1,413,121.88	4,790.60	1,417,912.48	78.45
US Treasury Notes	1.500%	05/06/21	11/30/24	761	0.450%	1,000,000.00	1,036,992.19	(15,365.99)	1,021,626.20	6,311.48
US Treasury Notes	1.750%	01/02/20	12/31/24	792	1.650%	500,000.00	502,363.28	(1,336.73)	501,026.55	2,948.37
US Treasury Notes	1.375%	02/03/20	01/31/25	823	1.370%	1,000,000.00	1,000,078.13	(42.88)	1,000,035.25	3,474.86
US Treasury Notes	2.000%	05/06/21	02/15/25	838	0.490%	1,000,000.00	1,056,406.25	(22,120.10)	1,034,286.15	4,239.13
US Treasury Notes	1.125%	03/02/20	02/28/25	851	0.830%	1,000,000.00	1,014,335.94	(7,647.93)	1,006,688.01	1,926.80
US Treasury Notes	0.250%	06/29/21	09/30/25	1,065	0.760%	1,000,000.00	978,867.19	6,654.18	985,521.37	219.78
US Treasury Notes	0.250%	11/03/20	10/31/25	1,096	0.390%	500,000.00	496,523.44	1,387.19	497,910.63	3.45
US Treasury Notes	0.375%	12/08/20	11/30/25	1,126	0.380%	925,000.00	924,819.34	68.74	924,888.08	1,459.53
US Treasury Notes	0.375%	01/05/21	12/31/25	1,157	0.370%	1,500,000.00	1,500,410.16	(149.50)	1,500,260.66	1,895.38
US Treasury Notes	0.375%	03/01/21	01/31/26	1,188	0.690%	1,000,000.00	984,765.63	5,160.17	989,925.80	947.69
US Treasury Notes	1.625%	03/01/21	02/15/26	1,203	0.690%	1,000,000.00	1,045,585.94	(15,312.85)	1,030,273.09	3,444.29
US Treasury Notes	0.500%	09/03/21	02/28/26	1,216	0.720%	1,000,000.00	990,507.81	2,434.04	992,941.85	856.35
US Treasury Notes	0.750%	06/02/21	03/31/26	1,247	0.760%	750,000.00	749,707.03	85.68	749,792.71	494.51
US Treasury Notes	0.750%	06/02/21	04/30/26	1,277	0.770%	750,000.00	749,121.09	252.73	749,373.82	15.54
US Treasury Notes	1.625%	11/05/21	05/15/26	1,292	1.050%	680,000.00	697,265.63	(3,772.94)	693,492.69	5,104.62
US Treasury Notes	0.750%	08/02/21	05/31/26	1,308	0.630%	500,000.00	502,753.91	(709.98)	502,043.93	1,577.87
US Treasury Notes	0.875%	10/26/21	06/30/26	1,338	1.150%	1,000,000.00	987,304.69	2,751.77	990,056.46	2,948.37
US Treasury Notes	0.625%	11/02/21	07/31/26	1,369	1.120%	750,000.00	732,744.14	3,618.65	736,362.79	1,184.61
US Treasury Notes	0.750%	01/05/22	08/31/26	1,400	1.350%	750,000.00	729,902.34	3,548.73	733,451.07	963.40
US Treasury Notes	0.875%	12/02/21	09/30/26	1,430	1.210%	1,000,000.00	984,414.06	2,924.03	987,338.09	769.23
US Treasury Notes	1.250%	02/14/22	11/30/26	1,491	1.920%	1,500,000.00	1,453,886.72	6,851.12	1,460,737.84	7,889.34
US Treasury Notes	1.250%	02/14/22	12/30/26	1,521	1.930%	1,500,000.00	1,453,007.81	6,860.17	1,459,867.98	6,317.93
US Treasury Notes	2.750%	05/04/22	04/30/27	1,642	2.960%	1,000,000.00	990,312.50	962.37	991,274.87	75.97
US Treasury Notes	2.375%	07/06/22	05/15/27	1,657	2.910%	750,000.00	731,923.83	1,202.36	733,126.19	8,228.60
US Treasury Notes	2.625%	06/03/22	05/31/27	1,673	2.940%	500,000.00	492,812.50	595.34	493,407.84	5,522.54
US Treasury Notes	2.625%	06/03/22	05/31/27	1,673	2.920%	1,000,000.00	986,289.06	1,135.68	987,424.74	11,045.08
US Treasury Notes	3.250%	08/05/22	06/30/27	1,703	2.780%	1,000,000.00	1,021,250.00	(1,044.69)	1,020,205.31	10,951.09
US Treasury Notes	2.750%	08/05/22	07/31/27	1,734	2.770%	1,000,000.00	998,867.19	54.74	998,921.93	6,949.73

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
October 31, 2022

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/22
Water Fund Operating Reserve (01-121800) Continued...										
Intl Bank of Recon & Dev	0.125%	04/13/21	04/20/23	171	0.230%	510,000.00	508,944.30	809.85	509,754.15	19.48
Asian Development Bank Corp Notes	0.375%	06/02/21	06/11/24	589	0.400%	1,405,000.00	1,404,157.00	391.56	1,404,548.56	2,048.96
Inter-American Devel Bk Notes	0.500%	09/23/21	09/23/24	693	0.520%	710,000.00	709,474.60	193.67	709,668.27	374.72
NY ST Urban Dev Corp Bonds	0.622%	07/17/20	03/15/23	135	0.620%	220,000.00	220,000.00	0.00	220,000.00	174.85
Avondale School Dist, MI Txbi GO Bonds	1.650%	02/04/20	05/01/23	182	1.650%	350,000.00	350,000.00	0.00	350,000.00	2,887.50
Univ of CO Txbi Rev Bonds	2.569%	10/22/19	06/01/23	213	1.950%	280,000.00	286,036.80	(5,064.31)	280,972.49	2,997.17
Port Auth of NY/NJ Txbi Rev Bonds	1.086%	07/02/20	07/01/23	243	1.090%	205,000.00	205,000.00	0.00	205,000.00	742.10
Long Beach CCD, CA Txbi GO Bonds	1.743%	10/09/19	08/01/23	274	1.740%	280,000.00	280,000.00	0.00	280,000.00	1,220.10
Tamalpais UHSD, CA Txbi GO Bonds	1.971%	09/20/19	08/01/23	274	1.970%	295,000.00	295,000.00	0.00	295,000.00	1,453.61
NYC, NY Txbi GO Bonds	2.080%	09/25/19	08/01/23	274	1.940%	685,000.00	688,548.30	(2,858.35)	685,689.95	3,562.00
OR ST Dept of Trans Txbi Rev Bonds	1.946%	11/07/19	11/15/23	380	1.950%	300,000.00	300,000.00	0.00	300,000.00	2,691.97
Houston, TX Txbi GO Bonds	1.950%	08/23/19	03/01/24	487	1.950%	765,000.00	765,000.00	0.00	765,000.00	2,486.25
New York St Urban Dev Corp SAL Bonds	2.020%	10/24/19	03/15/24	501	2.020%	680,000.00	680,000.00	0.00	680,000.00	1,755.16
TX ST Trans Comm Txbi GO Bonds	4.000%	12/11/19	04/01/24	518	1.990%	410,000.00	443,812.70	(22,699.43)	421,113.27	1,366.67
WI St Txbi GO Bonds	1.775%	02/11/20	05/01/24	548	1.780%	200,000.00	200,000.00	0.00	200,000.00	1,775.00
WI St Txbi GO Bonds	1.857%	10/02/19	05/01/24	548	1.860%	275,000.00	275,000.00	0.00	275,000.00	2,553.38
Connecticut St A Txbi Municipal Bonds	1.998%	06/11/20	07/01/24	609	2.000%	120,000.00	120,000.00	0.00	120,000.00	799.20
NYC, NY Txbi GO Bonds	1.790%	10/04/19	10/01/24	701	1.790%	675,000.00	675,000.00	0.00	675,000.00	1,006.88
NY ST Urban Dev Corp Bonds	1.115%	06/18/20	03/15/25	866	1.120%	395,000.00	395,000.00	0.00	395,000.00	562.77
FL ST Board of Admin Txbi Rev	1.258%	09/16/20	07/01/25	974	1.110%	100,000.00	100,707.00	(313.68)	100,393.32	419.33
FL ST Board of Admin Txbi Rev	1.258%	09/16/20	07/01/25	974	1.260%	410,000.00	410,000.00	0.00	410,000.00	1,719.27
Los Angeles CCD, CA Txbi GO Bonds	0.773%	11/10/20	08/01/25	1,005	0.770%	275,000.00	275,000.00	0.00	275,000.00	531.44
MN St Txbi GO Bonds	0.630%	08/25/20	08/01/25	1,005	0.630%	740,000.00	740,000.00	0.00	740,000.00	1,165.50
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	1,596	2.890%	185,000.00	185,000.00	0.00	185,000.00	682.69
FN AL2092	3.000%	03/06/18	07/25/27	1,728	2.980%	127,389.21	127,548.44	(79.36)	127,469.08	318.47
FN AP4718	2.500%	07/20/18	08/25/27	1,759	2.750%	115,182.83	112,897.14	1,082.48	113,979.62	239.96
Fannie Mae Pool	3.500%	04/05/18	02/01/28	1,919	3.230%	179,277.27	183,367.04	(1,904.15)	181,462.89	522.89
Fannie Mae Pool	3.500%	04/05/18	03/01/28	1,948	3.230%	34,563.23	35,351.71	(364.17)	34,987.54	100.81
FR ZT1267	2.500%	08/21/19	05/25/28	2,033	3.20%	137,376.27	139,286.67	(701.80)	138,584.87	286.20
FN CA1940	4.000%	07/11/18	06/01/28	2,040	3.640%	145,489.68	149,808.89	(1,880.98)	147,927.91	484.97
FNMA Pool #AU1266	3.000%	10/31/17	07/25/28	2,094	2.720%	175,310.44	179,775.39	(2,093.80)	177,681.59	438.28
FG J32374	2.500%	02/17/22	11/01/28	2,193	2.220%	287,333.60	292,361.93	(527.68)	291,834.25	598.61
Fannie Mae Pool	4.000%	03/18/19	03/25/29	2,337	3.630%	70,317.40	72,481.87	(788.16)	71,693.71	234.39
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	2,619	3.000%	75,945.16	80,406.92	(2,250.73)	78,156.19	221.51
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	2,831	2.630%	142,514.37	148,771.64	(2,884.30)	145,887.34	356.29
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	2,923	2.960%	137,463.02	146,376.64	(4,064.32)	142,312.32	400.93
FR ZS7331	3.000%	02/13/20	12/01/30	2,953	2.600%	256,804.26	266,514.69	(2,433.15)	264,081.54	642.01
FN FM1082	3.000%	08/19/19	09/25/31	3,251	2.720%	182,906.92	188,194.09	(1,405.42)	186,788.67	457.27
FG G16720	3.500%	01/25/19	11/15/31	3,302	3.340%	149,107.63	151,507.32	(706.67)	150,800.65	434.90
FG G16635	3.000%	04/18/19	02/15/32	3,394	2.930%	244,325.89	246,263.33	(534.70)	245,728.63	610.81
FN FS2986	4.000%	10/21/22	10/01/32	3,623	4.370%	441,906.49	428,787.39	39.72	428,827.11	1,473.02
Fannie Mae Pool	3.500%	02/13/18	01/25/33	3,739	3.300%	158,239.00	161,898.26	(1,158.25)	160,740.01	461.53
Freddie Mac Pool	4.000%	06/07/18	02/15/33	3,760	3.730%	51,258.61	52,804.38	(462.92)	52,341.46	170.86
FN CA1455	4.000%	12/20/18	03/25/33	3,798	3.760%	182,186.62	186,926.31	(1,290.07)	185,636.24	607.29
FN BM5830	3.500%	06/05/19	04/25/34	4,194	3.180%	212,255.11	220,214.66	(1,815.62)	218,399.04	619.08
FN FM0047	3.000%	06/17/21	12/01/34	4,414	2.450%	229,258.84	243,766.63	(1,481.77)	242,284.86	573.15
FN FM2694	3.000%	06/05/19	03/01/35	4,504	2.570%	257,850.80	271,710.29	(2,416.64)	269,293.65	644.63
FR SB0759	4.500%	10/18/22	03/01/35	4,504	4.630%	278,210.23	274,732.60	10.78	274,743.38	1,043.29
FR SB0364	3.500%	06/21/21	06/01/35	4,596	2.830%	216,936.93	233,749.56	(1,632.04)	232,117.52	632.73
FR SB0666	4.000%	05/13/22	06/01/35	4,596	3.750%	466,632.05	478,881.15	(432.05)	478,449.10	1,555.44
FN FM3701	2.500%	07/27/20	07/01/35	4,626	2.040%	217,640.99	230,393.39	(1,930.41)	228,462.98	453.42
FN FM5714	4.000%	03/19/21	11/01/35	4,749	3.230%	188,749.14	205,618.59	(1,853.30)	203,765.29	629.16
FHR 5050 XL	1.000%	02/11/22	07/01/36	4,992	1.180%	299,223.06	292,116.50	355.73	292,472.23	249.35

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
October 31, 2022

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/22
Water Fund Operating Reserve (01-121800) Continued...										
FHLMC Multifamily Structured Pool	2.510%	06/12/19	11/01/22	1	2.240%	78,844.99	79,534.88	(689.89)	78,844.99	164.92
FNA 201-M7	2.280%	09/04/19	12/01/22	31	1.860%	33,037.14	33,469.96	(421.81)	33,048.15	62.77
FNA 201-M7	2.280%	09/11/19	12/01/22	31	2.080%	61,137.69	61,518.64	(371.20)	61,147.44	116.16
FHLMC Series K032 A1	3.016%	06/13/18	02/01/23	93	2.960%	8,285.18	8,304.93	(18.67)	8,286.26	20.82
FHMS KP05 A1	3.203%	12/07/18	07/01/23	243	3.200%	8,631.49	8,631.46	0.03	8,631.49	23.04
FHMS K724 A2	3.062%	02/02/21	11/01/23	366	0.580%	315,824.80	337,155.31	(13,560.41)	323,594.90	805.88
FHLMC Multifamily Structured Pool	2.951%	12/15/17	02/01/24	458	2.600%	72,765.48	74,218.24	(1,155.31)	73,062.93	178.94
Fannie Mae ACES	3.346%	12/13/19	03/01/24	487	2.140%	200,767.01	210,523.02	(6,667.14)	203,855.88	559.81
FHMS KJ27 A1	2.092%	11/20/19	07/01/24	609	2.090%	3,193.59	3,193.52	0.04	3,193.56	5.57
FHLMC Multifamily Structured Pool	3.064%	05/31/22	08/01/24	640	3.000%	708,600.78	709,541.89	(182.76)	709,359.13	1,809.29
FHMS K732 A1	3.627%	06/20/18	09/01/24	671	3.270%	43,186.16	44,049.28	(606.90)	43,442.38	130.53
FHMS K043 A2	3.062%	03/19/20	12/01/24	762	1.950%	190,000.00	199,410.94	(5,227.69)	194,183.25	484.82
FHMS K047 A1	2.827%	06/18/19	12/01/24	762	2.490%	203,536.25	207,034.52	(2,160.49)	204,874.03	479.50
FHMS KJ28 A1	1.766%	02/19/20	02/01/25	824	1.770%	72,830.43	72,830.13	0.16	72,830.29	107.18
FHMS K046 A2	3.205%	08/08/22	03/01/25	852	3.510%	710,000.00	704,702.73	0.00	704,702.73	1,896.29
FHMS K047 A2	3.329%	05/24/22	05/01/25	913	3.100%	710,000.00	714,548.44	0.00	714,548.44	1,969.66
FHMS K736 A1	1.895%	09/04/19	06/01/25	944	1.800%	96,548.45	97,031.19	(264.30)	96,766.89	152.47
FHLMC Multifamily Structured Pool	3.139%	04/11/19	06/01/25	944	2.780%	515,819.70	526,135.57	(5,965.30)	520,170.27	1,349.30
FHLMC Series K049 A2	3.010%	09/06/22	07/01/25	974	3.770%	565,000.00	553,545.51	623.37	554,168.88	1,417.21
FHMS KJ31 A1	0.569%	10/20/20	05/01/26	1,278	0.570%	64,760.65	64,759.35	0.47	64,759.82	30.71
FHMS K737 A1	2.116%	01/22/20	06/01/26	1,309	2.030%	465,991.71	468,318.88	(1,011.73)	467,307.15	821.70
FHMS KJ40 A1	3.400%	07/14/22	06/01/28	2,040	3.400%	329,402.69	329,398.73	0.00	329,398.73	933.31
FHMS K750 A1	3.000%	11/03/22	11/01/28	2,193	4.260%	635,000.00	592,799.81	0.00	592,799.81	105.83
FHMS KJ42 A1	3.902%	09/15/22	07/01/29	2,435	3.900%	429,613.28	429,596.95	0.00	429,596.95	1,396.96
FHR 4096 PA	1.375%	02/21/20	08/01/27	1,735	1.490%	250,552.96	248,517.21	734.61	249,251.82	287.09
FNR 2012-107 GA	1.500%	12/03/19	09/01/27	1,766	1.690%	114,594.02	113,009.40	594.93	113,604.33	143.24
FHS 287 150	1.500%	12/21/17	10/01/27	1,796	1.840%	133,094.24	129,101.40	1,982.42	131,083.82	166.37
FNR 2012-145 EA	1.250%	02/07/20	01/01/28	1,888	1.440%	133,220.26	131,331.24	651.32	131,982.56	138.77
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	2,009	1.860%	288,954.67	286,516.62	839.75	287,356.37	421.39
FNR 2013-19 GE	2.500%	10/25/19	03/01/33	3,774	2.400%	163,975.14	165,768.60	(404.27)	165,364.33	341.61
Freddie Mac	3.000%	05/03/19	04/01/34	4,170	2.960%	304,922.13	306,422.92	(351.07)	306,071.85	762.31
FHR 3745 NP	4.000%	09/12/19	06/01/39	6,057	3.740%	32,824.13	33,997.33	(186.00)	33,811.33	109.41
FNR 2013-75 PC	2.500%	04/15/20	04/01/43	7,457	2.200%	205,050.85	216,136.42	(1,223.50)	214,912.92	427.19
FNR 2015-33 P	2.500%	02/14/20	06/01/45	8,249	2.400%	190,911.75	194,551.01	(388.25)	194,162.76	397.73
FNR 2016-19 AH	3.000%	07/08/20	04/01/46	8,553	2.580%	108,159.91	116,791.57	(772.83)	116,018.74	270.40
FHR 5000 LB	1.250%	08/07/20	07/01/46	8,644	1.160%	248,889.28	253,789.30	(420.34)	253,368.96	259.26
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	8,767	1.830%	170,925.92	177,175.42	(566.60)	176,608.82	284.88
Fannie Mae Notes	0.250%	07/08/20	07/10/23	252	0.320%	1,395,000.00	1,392,000.75	2,311.75	1,394,312.50	1,075.31
Freddie Mac Notes	0.250%	10/02/20	12/01/23	386	0.280%	510,000.00	509,495.10	321.38	509,816.48	520.63
Fannie Mae Notes	2.500%	02/07/19	02/05/24	462	2.580%	930,000.00	926,540.40	2,584.74	929,125.14	5,554.17
FHLB Bonds	2.500%	02/14/19	02/13/24	470	2.580%	1,020,000.00	1,016,389.20	2,682.37	1,019,071.57	5,525.00
Federal Farm Credit Banks Notes	0.875%	04/03/20	04/08/24	525	0.880%	1,420,000.00	1,420,000.00	0.00	1,420,000.00	793.82
Fannie Mae Notes	1.625%	01/08/20	01/07/25	799	1.690%	1,210,000.00	1,206,140.10	2,171.19	1,208,311.29	6,226.46
Federal Home Loan Bank Notes	0.500%	04/15/20	04/14/25	896	0.600%	1,060,000.00	1,054,742.40	2,677.80	1,057,420.20	250.28
Fannie Mae Notes	0.625%	06/01/20	04/22/25	904	0.500%	500,000.00	502,950.00	(1,457.65)	501,492.35	78.12
Fannie Mae Notes	0.625%	04/22/20	04/22/25	904	0.670%	1,225,000.00	1,222,476.50	1,274.20	1,223,750.70	191.41
Fannie Mae Notes	0.500%	06/29/20	06/17/25	960	0.470%	1,000,000.00	1,001,280.00	(602.93)	1,000,677.07	1,861.11
Freddie Mac Notes	0.375%	07/21/20	07/21/25	994	0.480%	420,000.00	417,908.40	952.92	418,861.32	437.50
Federal Home Loan Bank Notes	0.375%	09/10/20	09/04/25	1,039	0.440%	150,000.00	149,550.00	193.21	149,743.21	89.06
Freddie Mac Notes	0.375%	09/23/20	09/23/25	1,058	0.440%	680,000.00	677,953.20	860.69	678,813.89	269.17
Federal Home Loan Bank Notes	1.100%	07/20/22	08/20/26	1,389	3.410%	770,000.00	702,617.30	4,696.92	707,314.22	1,670.47
Federal Home Loan Bank Notes	1.100%	08/03/22	08/20/26	1,389	3.000%	770,000.00	714,521.50	3,378.26	717,899.76	1,670.47
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	1,563	3.370%	740,000.00	662,492.40	3,505.84	665,998.24	1,361.95
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	1,577	3.240%	780,000.00	707,608.20	3,372.15	710,980.35	1,480.70
Weighted Avg Maturity			1,268			\$ 74,492,156.80	\$ 74,335,913.72	(77,337.17)	\$ 74,258,576.55	\$ 218,163.29

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE		YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/22
Water Fund L-T Water Capital Reserve (01-121900)										
IIIT - Money Market (PFM Asset Management)										
	3.132%	10/31/22	11/01/22	1	3.132%	293,400.70	293,400.70	0.00	293,400.70	-
US Treasury Notes	2.500%	05/05/22	04/30/24	547	2.810%	200,000.00	198,804.69	296.36	199,101.05	13.81
US Treasury Notes	1.875%	04/26/21	08/31/24	670	0.430%	750,000.00	786,005.86	(16,293.98)	769,711.88	2,408.49
US Treasury Notes	2.000%	07/01/19	02/15/25	838	1.820%	250,000.00	252,412.11	(1,429.66)	250,982.45	1,059.78
US Treasury Notes	2.625%	05/05/22	04/15/25	897	2.980%	200,000.00	198,000.00	334.57	198,334.57	245.19
US Treasury Notes	2.125%	05/03/16	05/15/25	927	1.760%	150,000.00	154,558.59	(3,277.87)	151,280.72	1,472.49
US Treasury Notes	2.875%	07/02/18	05/31/25	943	2.830%	250,000.00	250,732.42	(459.07)	250,273.35	3,024.25
US Treasury Notes	0.250%	10/01/20	09/30/25	1,065	0.330%	340,000.00	338,578.91	589.38	339,168.29	74.73
US Treasury Notes	2.250%	07/06/16	11/15/25	1,111	1.320%	105,000.00	113,613.28	(5,815.29)	107,797.99	1,091.37
US Treasury Notes	2.250%	06/27/16	11/15/25	1,111	1.450%	115,000.00	123,036.52	(5,432.74)	117,603.78	1,195.31
US Treasury Notes	0.375%	04/26/21	01/31/26	1,188	0.790%	1,000,000.00	980,468.75	6,207.35	986,676.10	947.69
US Treasury Notes	1.625%	03/01/21	02/15/26	1,203	0.690%	500,000.00	522,792.97	(7,656.42)	515,136.55	1,722.15
US Treasury Notes	1.625%	06/04/18	05/15/26	1,292	2.930%	250,000.00	227,099.61	12,709.28	239,808.89	1,876.70
US Treasury Notes	1.625%	09/10/18	05/15/26	1,292	2.900%	275,000.00	250,980.47	12,956.66	263,937.13	2,064.37
US Treasury Notes	2.000%	12/04/18	11/15/26	1,476	2.920%	225,000.00	210,445.31	7,154.43	217,599.74	2,078.80
US Treasury Notes	2.750%	05/06/22	04/30/27	1,642	3.050%	250,000.00	246,552.73	339.04	246,891.77	18.99
US Treasury Notes	0.500%	06/29/20	06/30/27	1,703	0.490%	500,000.00	500,195.31	(65.26)	500,130.05	842.39
US Treasury Notes	2.250%	06/04/18	08/15/27	1,749	2.950%	250,000.00	236,035.16	6,695.47	242,730.63	1,192.26
US Treasury Notes	2.250%	08/01/19	08/15/27	1,749	1.950%	250,000.00	255,566.41	(2,247.83)	253,318.58	1,192.26
US Treasury Notes	0.500%	09/02/20	08/31/27	1,765	0.450%	200,000.00	200,671.88	(207.64)	200,464.24	171.27
US Treasury Notes	2.250%	05/01/19	11/15/27	1,841	2.440%	250,000.00	246,328.13	1,505.71	247,833.84	2,598.51
US Treasury Notes	0.625%	12/11/20	11/30/27	1,856	0.620%	200,000.00	200,109.38	(29.56)	200,079.82	525.96
US Treasury Notes	0.625%	01/05/21	12/31/27	1,887	0.660%	200,000.00	199,476.56	136.15	199,612.71	421.20
US Treasury Notes	2.750%	01/30/19	02/15/28	1,933	2.710%	250,000.00	250,722.66	(299.83)	250,422.83	1,457.20
US Treasury Notes	2.875%	04/05/21	05/15/28	2,023	1.420%	385,000.00	422,717.97	(8,328.48)	414,389.49	5,113.28
US Treasury Notes	1.250%	06/04/21	05/31/28	2,039	1.230%	500,000.00	500,664.06	(133.33)	500,530.73	2,629.78
US Treasury Notes	1.000%	08/02/21	07/31/28	2,100	0.990%	400,000.00	400,203.13	(36.12)	400,167.01	1,010.87
US Treasury Notes	1.125%	09/02/21	08/31/28	2,131	1.070%	400,000.00	401,359.38	(225.68)	401,133.70	770.72
US Treasury Notes	3.125%	05/01/19	11/15/28	2,207	2.470%	150,000.00	158,320.31	(3,053.57)	155,266.74	2,165.42
US Treasury Notes	1.138%	01/05/22	12/31/28	2,253	1.580%	250,000.00	246,601.56	399.50	247,001.06	1,158.29
US Treasury Notes	2.625%	06/03/19	02/15/29	2,299	2.120%	100,000.00	104,406.25	(1,548.34)	102,857.91	556.38
US Treasury Notes	2.625%	04/01/19	02/15/29	2,299	2.490%	150,000.00	151,769.53	(641.86)	151,127.67	834.58
US Treasury Notes	2.875%	05/05/22	04/30/29	2,373	3.110%	250,000.00	246,308.59	259.02	246,567.61	19.85
US Treasury Notes	2.750%	06/03/22	05/31/29	2,404	2.950%	250,000.00	246,933.59	181.30	247,114.89	2,892.76
US Treasury Notes	3.250%	07/06/22	06/30/29	2,434	2.870%	500,000.00	511,992.19	(554.72)	511,437.47	5,475.54
US Treasury Notes	1.750%	02/03/20	11/15/29	2,572	1.560%	250,000.00	254,355.47	(1,219.68)	253,135.79	2,021.06
US Treasury Notes	1.500%	03/04/22	02/15/30	2,664	1.820%	500,000.00	488,164.06	985.99	489,150.05	1,589.67
US Treasury Notes	0.625%	06/29/20	05/15/30	2,753	0.650%	250,000.00	249,414.06	138.77	249,552.83	721.81
US Treasury Notes	0.625%	11/03/21	08/15/30	2,845	1.500%	250,000.00	232,148.44	2,015.68	234,164.12	331.18
US Treasury Notes	0.875%	12/11/20	11/15/30	2,937	0.880%	200,000.00	199,867.19	25.18	199,892.37	808.42
US Treasury Notes	1.125%	11/05/21	02/15/31	3,029	1.480%	175,000.00	169,572.27	578.17	170,150.44	417.29
US Treasury Notes	1.250%	11/03/21	08/15/31	3,210	1.540%	250,000.00	243,369.14	672.18	244,041.32	662.36
US Treasury Notes	1.375%	02/22/22	11/15/31	3,302	1.940%	450,000.00	427,517.58	1,594.59	429,112.17	2,858.36
US Treasury Notes	2.875%	06/03/22	05/15/32	3,484	2.910%	250,000.00	249,287.11	29.62	249,316.73	3,320.31
Asian Development Bank Corp Notes	0.375%	06/02/21	06/11/24	589	0.400%	425,000.00	424,745.00	118.44	424,863.44	619.79
Inter-American Devel Bk Corp Notes	0.875%	04/13/21	04/20/26	1,267	0.970%	200,000.00	199,084.00	280.92	199,364.92	53.47
NY ST Urban Dev Corp Bonds	0.622%	07/17/20	03/15/23	135	0.620%	60,000.00	60,000.00	0.00	60,000.00	47.69
Avondale School Dist, MI Txbi GO Bonds	1.650%	02/04/20	05/01/23	182	1.650%	100,000.00	100,000.00	0.00	100,000.00	825.00
Univ of CO Txbi Rev Bonds	2.569%	10/22/19	06/01/23	213	1.950%	75,000.00	76,617.00	(1,356.51)	75,260.49	802.81
Port Auth of NY/NJ Txbi Rev Bonds	1.086%	07/02/20	07/01/23	243	1.090%	55,000.00	55,000.00	0.00	55,000.00	199.10
Long Beach CCD, CA Txbi GO Bonds	1.743%	10/09/19	08/01/23	274	1.740%	70,000.00	70,000.00	0.00	70,000.00	305.03
Tamalpais UHSD, CA Txbi GO Bonds	1.971%	09/20/19	08/01/23	274	1.970%	75,000.00	75,000.00	0.00	75,000.00	369.56
NYC, NY Txbi GO Bonds	2.080%	09/25/19	08/01/23	274	1.940%	175,000.00	175,906.50	(730.24)	175,176.26	910.00
OR ST Dept of Trans Txbi Rev Bonds	1.946%	11/07/19	11/15/23	380	1.950%	75,000.00	75,000.00	0.00	75,000.00	672.99
Houston, TX Txbi GO Bonds	1.950%	08/23/19	03/01/24	487	1.950%	200,000.00	200,000.00	0.00	200,000.00	650.00
New York St Urban Dev Corp SAL Bonds	2.020%	10/24/19	03/15/24	501	2.020%	175,000.00	175,000.00	0.00	175,000.00	451.69
TX ST Trans Comm Txbi GO Bonds	4.000%	12/11/19	04/01/24	518	1.990%	105,000.00	113,659.35	(5,813.27)	107,846.08	350.00
WI St Txbi GO Bonds	1.775%	02/11/20	05/01/24	548	1.780%	50,000.00	50,000.00	0.00	50,000.00	443.75
WI St Txbi GO Bonds	1.857%	10/02/19	05/01/24	548	1.860%	75,000.00	75,000.00	0.00	75,000.00	696.38
Connecticut St A Txbi Municipal Bonds	1.998%	06/11/20	07/01/24	609	2.000%	30,000.00	30,000.00	0.00	30,000.00	199.80
Tamalpais UHSD, CA Txbi GO Bonds	2.021%	09/20/19	08/01/24	640	2.020%	60,000.00	60,000.00	0.00	60,000.00	303.15
NYC, NY Txbi GO Bonds	1.790%	10/04/19	10/01/24	701	1.790%	170,000.00	170,000.00	0.00	170,000.00	253.58
NY ST Urban Dev Corp Bonds	1.115%	06/18/20	03/15/25	866	1.120%	105,000.00	105,000.00	0.00	105,000.00	149.60
FL ST Board of Admin Txbi Rev	1.258%	09/16/20	07/01/25	974	1.260%	115,000.00	115,000.00	0.00	115,000.00	482.23
Los Angeles CCD, CA Txbi GO Bonds	0.773%	11/10/20	08/01/25	1,005	0.770%	75,000.00	75,000.00	0.00	75,000.00	144.94
New York St Dorm Auth Municipal Bonds	2.888%	03/25/22	03/15/27	1,596	2.890%	55,000.00	55,000.00	0.00	55,000.00	202.96

DU PAGE WATER COMMISSION
 INVESTMENTS
 (Unaudited)
 October 31, 2022

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/22
Water Fund L-T Water Capital Reserve (01-121900) Continued...									
FR ZT1267	2.500%	08/21/19	05/01/28	2,009 2.320%	35,781.72	36,279.32	(182.80)	36,096.52	74.55
FNMA Pool #AU1266	3.000%	10/31/17	07/01/28	2,070 2.720%	40,456.24	41,486.62	(483.19)	41,003.43	101.14
FG J32374	2.500%	02/17/22	11/01/28	2,193 2.220%	88,102.28	89,644.08	(161.80)	89,482.28	183.55
Fannie Mae Pool	4.000%	03/18/19	03/01/29	2,313 3.630%	14,915.81	15,374.96	(167.19)	15,207.77	49.72
FNMA Pool #AS4197	3.500%	07/16/15	01/01/30	2,619 3.000%	18,762.94	19,865.29	(556.08)	19,309.21	54.73
FHLMC Pool #U49048	3.000%	03/17/16	08/01/30	2,831 2.630%	21,377.18	22,315.78	(432.65)	21,883.13	53.44
FNMA Pool #AL7738	3.500%	02/17/16	11/01/30	2,923 2.960%	22,688.11	24,159.29	(670.81)	23,488.48	66.17
FR ZS7331	3.000%	02/13/20	12/01/30	2,953 2.600%	65,567.05	68,046.30	(621.23)	67,425.07	163.92
FN FM1082	3.000%	08/19/19	09/01/31	3,227 2.720%	46,623.37	47,971.08	(358.24)	47,612.84	116.56
FG G16635	3.000%	04/18/19	02/01/32	3,380 2.930%	52,355.55	52,770.70	(114.57)	52,656.13	130.89
FN FS2986	4.000%	10/21/22	10/01/32	3,623 4.370%	145,683.46	141,358.48	13.10	141,371.58	485.61
FN BM5462	3.000%	06/21/19	11/01/32	3,654 2.800%	68,709.79	70,266.47	(390.93)	69,875.54	171.77
Freddie Mac Pool	4.000%	06/07/18	02/01/33	3,746 3.730%	15,771.82	16,247.42	(142.43)	16,104.99	52.57
FN CA1455	4.000%	12/20/18	03/01/33	3,774 3.760%	40,834.90	41,897.22	(289.15)	41,608.07	136.12
FN BM5830	3.500%	06/05/19	04/01/34	4,170 3.180%	53,063.78	55,053.69	(453.91)	54,599.78	154.77
FN FM0047	3.000%	06/17/21	12/01/34	4,414 2.450%	70,181.27	74,622.43	(453.60)	74,168.83	175.45
FR SB0759	4.500%	10/18/22	03/01/35	4,504 4.630%	99,360.80	98,118.79	3.85	98,122.64	372.60
FR SB0364	3.500%	06/21/21	06/01/35	4,596 2.830%	64,857.45	69,883.90	(487.93)	69,395.97	189.17
FR SB0666	4.000%	05/17/22	06/01/35	4,596 3.750%	145,272.24	149,085.63	(134.51)	148,951.12	484.24
FN FM3701	2.500%	07/27/20	07/01/35	4,626 2.040%	59,073.99	62,535.37	(523.97)	62,011.40	123.07
FN FM5714	4.000%	03/19/21	11/01/35	4,749 3.230%	51,712.07	56,333.82	(507.75)	55,826.07	172.37
FHR 5050 XL	1.000%	02/11/22	07/01/36	4,992 1.180%	91,429.27	89,257.79	108.70	89,366.49	76.19
FN FM8086	3.500%	10/15/21	07/01/31	10,470 3.090%	166,594.33	179,739.66	(451.07)	179,288.59	485.90
FNA 2013-M7 A2	2.280%	09/04/19	12/01/22	31 1.860%	7,974.50	8,078.97	(101.81)	7,977.16	15.15
FNA 2013-M7 A2	2.280%	09/04/19	12/01/22	31 1.860%	7,974.50	8,078.97	(101.81)	7,977.16	15.15
FNA 2013-M7 A2	2.280%	09/11/19	12/01/22	31 2.080%	14,809.78	14,902.06	(89.92)	14,812.14	28.14
FHMS KP05 A1	3.203%	12/07/18	07/01/23	243 3.200%	1,809.82	1,809.82	0.00	1,809.82	4.83
FHMS K724 A2	3.062%	02/02/21	11/01/23	366 0.580%	88,245.17	94,205.16	(3,788.94)	90,416.22	225.17
FHLMC Multifamily Structured Pool	2.951%	12/15/17	02/01/24	458 2.600%	22,389.40	22,836.41	(355.49)	22,480.92	55.06
Fannie Mae ACES	3.346%	12/13/19	03/01/24	487 2.140%	50,860.96	53,332.48	(1,689.01)	51,643.47	141.82
FHMS KJ27 A1	2.092%	11/20/19	07/01/24	609 2.090%	836.39	836.37	0.01	836.38	1.46
FHLMC Multifamily Structured Pool	3.064%	05/31/22	08/01/24	640 3.000%	449,594.98	450,192.10	(115.96)	450,076.14	1,147.97
FHMS K732 A1	3.627%	06/20/18	09/01/24	671 3.270%	12,338.91	12,585.52	(173.40)	12,412.12	37.29
FHMS K043 A2	3.062%	03/19/20	12/01/24	762 1.950%	50,000.00	52,476.56	(1,375.71)	51,100.85	127.58
FHMS K047 A1	2.827%	06/18/19	12/01/24	762 2.490%	52,095.56	52,990.95	(552.98)	52,437.97	122.73
FHMS KJ28 A1	1.766%	02/19/20	02/01/25	824 1.770%	18,916.99	18,916.91	0.04	18,916.95	27.84
FHMS K046 A2	3.205%	08/08/22	03/01/25	852 3.510%	235,000.00	233,246.68	0.00	233,246.68	627.65
FHMS K047 A2	3.329%	05/24/22	05/01/25	913 3.100%	220,000.00	221,409.38	0.00	221,409.38	610.32
FHMS KJ32 A1	0.516%	11/18/20	06/01/25	944 0.520%	23,787.30	23,906.23	(65.11)	23,841.12	37.56
FHMS K736 A1	1.895%	09/04/19	06/01/25	944 1.820%	26,001.68	26,001.57	0.05	26,001.62	11.18
FHLMC Multifamily Structured Pool	3.139%	04/11/19	06/01/25	944 2.780%	112,134.72	114,377.29	(1,296.80)	113,080.49	293.33
FHMS KJ31 A1	0.589%	10/20/20	05/01/26	1,278 1.820%	17,777.44	17,777.06	0.14	17,777.20	8.43
FHMS K737 A1	2.116%	01/22/20	06/01/26	1,309 2.030%	116,497.95	117,079.73	(252.93)	116,826.80	205.42
FHMS KJ40 A1	3.400%	07/14/22	06/01/28	2,040 3.400%	109,800.89	109,799.57	0.00	109,799.57	311.10
FHMS K750 A1	3.000%	11/03/22	11/01/28	2,193 4.260%	205,000.00	191,376.32	0.00	191,376.32	34.17
FHMS KJ42 A1	3.902%	09/15/22	07/01/29	2,435 3.900%	139,868.77	139,868.77	0.00	139,868.77	454.82
FHR 4096 PA	1.375%	02/21/20	08/01/27	1,735 1.490%	64,976.37	64,448.44	190.51	64,638.95	74.45
FNR 2012-145 EA	1.250%	02/07/20	01/01/28	1,888 1.440%	34,364.24	33,876.98	168.00	34,044.98	35.80
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	2,009 1.860%	73,799.81	73,177.12	214.48	73,391.60	107.62
Fannie Mae	2.500%	10/25/19	03/01/33	3,774 2.400%	41,777.12	42,234.05	(103.00)	42,131.05	87.04
Freddie Mac	3.000%	05/03/19	04/01/34	4,170 2.960%	56,293.31	56,570.37	(64.81)	56,505.56	140.73
FHR 3745 NP	4.000%	09/12/19	06/01/39	6,057 3.740%	7,221.32	7,479.42	(40.92)	7,438.50	24.07
FNR 2015-33 P	2.500%	02/14/20	06/01/45	8,249 2.400%	48,916.86	49,849.33	(99.48)	49,749.85	101.91
FNR 2016-79 HA	2.000%	06/05/20	11/01/46	8,767 1.830%	43,090.54	44,666.05	(142.84)	44,523.21	71.82

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
October 31, 2022

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/22	
Water Fund L-T Water Capital Reserve (01-121900) Continued...										
Fannie Mae Notes	0.250%	06/01/20	05/22/23	203 0.310%	300,000.00	299,457.00	441.81	299,898.81	331.25	
Fannie Mae Notes	0.250%	05/20/20	05/22/23	203 0.350%	365,000.00	363,901.35	895.98	364,797.33	403.02	
Fannie Mae Notes	0.250%	07/08/20	07/10/23	252 0.320%	390,000.00	389,161.50	646.30	389,807.80	300.63	
Freddie Mac Notes	0.250%	12/02/20	12/04/23	399 0.280%	340,000.00	339,663.40	214.26	339,877.66	347.08	
Fannie Mae Notes	2.500%	02/07/19	02/05/24	462 2.580%	195,000.00	194,274.60	541.96	194,816.56	1,164.58	
FHLB Bonds	2.500%	02/14/19	02/13/24	470 2.580%	215,000.00	214,238.90	565.40	214,804.30	1,164.58	
Federal Farm Credit Banks Notes	0.875%	04/03/20	04/08/24	525 0.880%	345,000.00	345,000.00	0.00	345,000.00	192.86	
Federal Home Loan Bank Notes	0.500%	04/15/20	04/14/25	896 0.600%	260,000.00	258,710.40	656.82	259,367.22	61.39	
Fannie Mae Notes	0.625%	04/22/20	04/22/25	904 0.670%	320,000.00	319,340.80	332.85	319,673.65	50.00	
Fannie Mae Notes	0.500%	06/29/20	06/17/25	960 0.470%	500,000.00	500,640.00	(301.47)	500,338.53	930.56	
Freddie Mac Notes	0.375%	07/21/20	07/21/25	994 0.480%	115,000.00	114,427.30	260.92	114,688.22	119.79	
Federal Home Loan Bank Notes	0.375%	09/10/20	09/04/25	1,039 0.440%	40,000.00	39,880.00	51.52	39,931.52	23.75	
Federal Home Loan Bank Notes	1.100%	07/20/22	08/20/26	1,389 3.410%	250,000.00	228,122.50	1,524.97	229,647.47	542.36	
Federal Home Loan Bank Notes	1.100%	08/03/22	08/20/26	1,389 3.000%	255,000.00	236,627.25	1,118.77	237,746.02	553.21	
FNMA Benchmark Note	1.875%	12/20/18	09/24/26	1,424 2.970%	500,000.00	462,350.00	18,745.29	481,095.29	963.54	
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	1,563 3.370%	245,000.00	219,338.70	1,160.72	220,499.42	457.54	
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	1,577 3.240%	255,000.00	231,333.45	1,102.43	232,435.88	484.08	
Fannie Mae Notes	0.750%	10/07/20	10/08/27	1,803 0.770%	210,000.00	209,699.70	88.50	209,788.20	100.63	
Fannie Mae Notes	0.875%	08/05/20	08/05/30	2,835 0.930%	100,000.00	99,485.00	115.24	99,600.24	209.03	
Federal Home Loan Bank Notes	3.500%	08/05/22	06/11/32	3,511 3.410%	230,000.00	237,378.40	(180.46)	237,197.94	3,823.75	
		Weighted Avg Maturity	1,666			\$ 24,951,736.72	\$ 24,860,303.12	32.77	\$ 24,860,335.89	\$ 93,672.36
Capital Reserve (01-122000)										
IIIT - Money Market (PFM Asset Management)										
	3.132%	10/31/22	11/01/22	1 3.132%	882,031.98	882,031.98	0.00	882,031.98	-	
US Treasury Notes	1.250%	06/29/20	07/31/23	273 0.170%	350,000.00	361,593.75	(8,793.13)	352,800.62	1,105.64	
US Treasury Notes	0.125%	10/07/20	09/15/23	319 0.190%	950,000.00	948,107.42	1,331.16	949,438.58	154.18	
US Treasury Notes	0.250%	10/15/21	09/30/23	334 0.390%	3,365,000.00	3,355,667.38	4,967.79	3,360,635.17	739.56	
US Treasury Notes	0.250%	11/27/20	11/15/23	380 0.200%	500,000.00	500,761.72	(494.41)	500,267.31	577.45	
US Treasury Notes	0.125%	01/05/21	12/15/23	410 0.170%	1,000,000.00	998,789.06	748.93	999,537.99	474.73	
US Treasury Notes	2.250%	11/05/21	12/31/23	426 0.510%	500,000.00	518,613.28	(8,548.85)	510,064.43	3,790.76	
US Treasury Notes	0.750%	01/05/22	12/31/23	426 0.790%	750,000.00	749,472.66	218.21	749,690.87	1,895.38	
US Treasury Notes	2.625%	11/02/21	12/31/23	426 0.540%	3,000,000.00	3,133,945.31	(61,703.23)	3,072,242.08	26,535.33	
US Treasury Notes	0.125%	01/05/21	12/15/23	410 0.170%	750,000.00	748,095.70	1,082.19	749,177.89	198.71	
US Treasury Notes	0.125%	03/01/21	02/15/24	472 0.270%	2,600,000.00	2,589,031.25	6,180.72	2,595,211.97	688.86	
US Treasury Notes	0.125%	04/26/21	02/15/24	472 0.300%	3,000,000.00	2,985,703.13	7,720.87	2,993,424.00	794.83	
US Treasury Notes	0.250%	04/01/21	03/15/24	501 0.340%	2,500,000.00	2,493,261.72	3,604.20	2,496,865.92	811.46	
US Treasury Notes	0.375%	04/26/21	04/15/24	532 0.340%	3,000,000.00	3,002,929.69	(1,494.57)	3,001,435.12	525.41	
US Treasury Notes	0.250%	06/02/21	05/15/24	562 0.300%	1,700,000.00	1,697,343.75	1,271.35	1,698,615.10	1,963.32	
US Treasury Notes	0.250%	06/29/21	06/15/24	593 0.460%	750,000.00	745,371.09	2,093.93	747,465.02	712.09	
US Treasury Notes	0.375%	10/05/21	09/15/24	685 0.510%	1,300,000.00	1,294,820.31	1,883.96	1,296,704.27	632.94	
US Treasury Notes	1.125%	02/07/22	01/15/25	807 1.500%	965,000.00	954,746.88	2,551.34	957,298.22	3,215.57	
US Treasury Notes	1.500%	04/04/22	02/15/25	838 2.650%	1,000,000.00	968,398.44	6,362.53	974,760.97	3,179.35	
US Treasury Notes	1.125%	09/02/21	02/28/25	851 0.520%	2,000,000.00	2,041,953.13	(13,984.38)	2,027,968.75	3,853.59	
US Treasury Notes	0.500%	03/04/22	03/31/25	882 1.650%	400,000.00	386,250.00	2,963.05	389,213.05	175.82	
US Treasury Notes	2.625%	05/04/22	04/15/25	897 1.650%	1,350,000.00	1,339,242.19	1,807.95	1,341,050.14	1,655.05	
US Treasury Notes	0.375%	02/08/22	04/30/25	912 1.580%	3,000,000.00	2,887,031.25	25,530.75	2,912,562.00	31.08	
US Treasury Notes	2.750%	06/08/22	05/15/25	927 2.910%	3,000,000.00	2,986,757.81	1,803.51	2,988,561.32	38,111.41	
US Treasury Notes	2.875%	07/06/22	06/15/25	958 2.860%	1,850,000.00	1,850,505.86	(55.53)	1,850,450.33	20,199.62	
US Treasury Notes	3.000%	08/03/22	07/15/25	988 2.910%	1,000,000.00	1,002,500.00	(208.91)	1,002,291.09	8,885.87	
US Treasury Notes	3.000%	08/03/22	07/15/25	988 2.780%	1,000,000.00	1,006,250.00	(522.28)	1,005,727.72	8,885.87	
US Treasury Notes	3.000%	08/05/22	07/15/25	988 3.060%	1,400,000.00	1,397,539.06	201.45	1,397,740.51	12,440.22	
US Treasury Notes	0.250%	06/10/22	07/31/25	1,004 1.580%	2,500,000.00	2,293,847.66	25,881.37	2,319,729.03	1,579.48	
Intl Bank of Recon & Dev	0.125%	04/13/21	04/20/23	171 0.230%	415,000.00	414,140.95	659.00	414,799.95	15.85	
Inter-American Devel Bk Corp Notes	0.500%	04/17/20	05/24/23	205 0.510%	495,000.00	494,831.70	137.78	494,969.48	1,079.38	
Asian Development Bank Corp Notes	0.375%	06/02/21	06/11/24	589 0.400%	1,270,000.00	1,269,238.00	353.93	1,269,591.93	1,852.08	
Asian Development Bank Corp Notes	0.625%	10/06/21	10/08/24	708 0.640%	420,000.00	419,773.20	80.76	419,853.96	167.71	
NY ST Urban Dev Corp Bonds	0.622%	07/17/20	03/15/23	135 0.620%	175,000.00	175,000.00	0.00	175,000.00	139.09	
WI St Txbi GO Bonds	1.749%	02/13/20	05/01/23	182 1.750%	110,000.00	110,000.00	0.00	110,000.00	961.95	
Avondale School Dist, MI Txbi GO Bonds	1.650%	02/04/20	05/01/23	182 1.650%	245,000.00	245,000.00	0.00	245,000.00	2,021.25	
Univ of CO Txbi Rev Bonds	2.569%	10/22/19	06/01/23	213 1.950%	190,000.00	194,096.40	(3,436.49)	190,659.91	2,033.79	
Port Auth of NY/NJ Txbi Rev Bonds	1.086%	07/02/20	07/01/23	243 1.090%	165,000.00	165,000.00	0.00	165,000.00	597.30	
AZ Tran Board Txbi Rev Bonds	1.795%	02/12/20	07/01/23	243 1.800%	945,000.00	945,000.00	0.00	945,000.00	5,654.25	
NYC, NY Txbi GO Bonds	2.080%	09/25/19	08/01/23	274 1.940%	465,000.00	467,408.70	(1,940.34)	465,468.36	2,418.00	
CT ST Txbi GO Bonds	0.508%	06/04/21	06/01/24	579 0.510%	540,000.00	540,000.00	0.00	540,000.00	1,143.00	
New York St Dorm Auth Municipal Bonds	2.566%	03/25/22	03/15/25	866 2.570%	190,000.00	190,000.00	0.00	190,000.00	622.97	
Los Angeles CCD, CA Txbi GO Bonds	0.773%	11/10/20	08/01/25	1,005 0.770%	225,000.00	225,000.00	0.00	225,000.00	434.81	

DU PAGE WATER COMMISSION
INVESTMENTS
(Unaudited)
October 31, 2022

FUND SOURCE	COUPON RATE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY (COST)	PAR VALUE	PURCHASE PRICE	AMORTIZED DISCOUNT (PREMIUM)	AMORTIZED COST	ACCRUED INTEREST 10/31/22
Capital Reserve (01-122000) Continued...									
FN AB8565	2.000%	04/09/18	03/01/23	121 2.260%	4,577.43	4,523.08	50.70	4,573.78	7.63
FN AL2092	3.000%	03/06/18	07/01/27	1,704 2.698%	97,079.31	97,200.65	(60.47)	97,140.18	242.70
Fannie Mae Pool	3.500%	04/05/18	02/01/28	1,919 3.230%	149,397.77	152,805.91	(1,586.79)	151,219.12	435.74
Fannie Mae Pool	3.500%	04/05/18	03/01/28	1,948 3.230%	80,647.58	82,487.35	(849.71)	81,637.64	235.22
Fannie Mae Pool	3.500%	04/05/18	04/01/28	1,979 3.240%	106,389.73	108,717.01	(1,065.74)	107,651.27	310.30
FR ZT1267	2.500%	08/21/19	05/01/28	2,009 2.320%	93,927.02	95,233.20	(479.84)	94,753.36	195.68
FN CA1940	4.000%	07/11/18	06/01/28	2,040 3.640%	105,306.84	108,433.15	(1,361.49)	107,071.66	351.02
FG J32374	2.500%	02/17/22	11/01/28	2,193 2.220%	261,303.37	265,876.18	(479.87)	265,396.31	544.38
Fannie Mae Pool	4.000%	03/18/19	03/01/29	2,313 3.630%	41,551.18	42,830.17	(465.73)	42,364.44	138.50
FN FS2986	4.000%	10/21/22	10/01/32	3,623 4.370%	407,913.69	395,803.75	36.67	395,840.42	1,359.71
FR SB0364	3.500%	06/21/21	06/01/35	4,596 2.830%	194,572.31	209,651.67	(1,463.79)	208,187.88	567.50
FHR 5050 XL	1.000%	02/11/22	07/01/36	4,992 1.180%	271,517.21	265,068.68	322.79	265,391.47	226.26
FHLMC Multifamily Structured Pool	2.510%	06/12/19	11/01/22	1 2.240%	54,584.99	55,062.61	(477.62)	54,584.99	114.17
Fannie Mae ACES	2.280%	09/11/19	12/01/22	31 2.080%	41,391.36	41,649.27	(251.31)	41,397.96	78.64
FHLMC Series K032 A1	3.016%	06/13/18	02/01/23	93 2.960%	6,006.79	6,021.10	(13.53)	6,007.57	15.10
FHMS K724 A2	3.062%	02/02/21	11/01/23	366 0.580%	260,091.01	277,657.31	(11,167.40)	266,489.91	663.67
Fannie Mae ACES	3.346%	12/13/19	03/01/24	487 2.140%	136,521.55	143,155.65	(4,533.66)	138,621.99	380.67
FHMS KJ27 A1	2.092%	11/20/19	07/01/24	609 2.090%	2,167.08	2,167.02	0.04	2,167.06	3.78
FHMS K047 A1	2.827%	06/18/19	12/01/24	762 2.490%	139,325.44	141,720.11	(1,478.92)	140,241.19	328.23
FHMS K046 A2	3.205%	08/08/22	03/01/25	852 3.510%	645,000.00	640,187.70	0.00	640,187.70	1,722.69
FHMS K047 A2	3.329%	05/24/22	05/01/25	913 3.100%	650,000.00	654,164.06	0.00	654,164.06	1,803.21
FHMS KJ32 A1	0.516%	11/18/20	06/01/25	944 0.520%	76,475.47	76,475.13	0.14	76,475.27	32.88
FHLMC Series K049 A2	3.010%	09/06/22	07/01/25	974 3.770%	520,000.00	509,457.81	573.72	510,031.53	1,304.33
FHMS KJ31 A1	0.569%	10/20/20	05/01/26	1,278 0.570%	52,062.49	52,061.45	0.38	52,061.83	24.69
FHR 4096 PA	1.375%	02/21/20	08/01/27	1,735 1.490%	168,840.22	167,468.40	495.03	167,963.43	193.46
FNR 2012-107 GA	1.500%	12/03/19	09/01/27	1,766 1.690%	78,464.03	77,379.03	407.35	77,786.38	98.08
FNR 2013-39 MP	1.750%	12/09/19	05/01/28	2,009 1.860%	198,124.07	196,452.41	575.78	197,028.19	288.93
FHR 3745 NP	4.000%	09/12/19	06/01/39	6,057 3.740%	22,320.43	23,118.21	(126.48)	22,991.73	74.40
FNR 2015-33 P	2.500%	02/14/20	06/01/45	8,249 2.400%	128,406.84	130,854.60	(261.13)	130,593.47	267.51
Freddie Mac Notes	0.250%	06/29/20	06/26/23	238 0.300%	895,000.00	893,666.45	1,043.86	894,710.31	776.91
Fannie Mae Notes	0.250%	07/08/20	07/10/23	252 0.320%	1,130,000.00	1,127,570.50	1,872.60	1,129,443.10	871.04
Freddie Mac Notes	0.250%	08/19/20	08/24/23	297 0.280%	1,070,000.00	1,068,908.60	797.18	1,069,705.78	497.85
Freddie Mac Notes	0.250%	09/02/20	09/08/23	312 0.240%	510,000.00	510,093.13	(66.78)	510,026.35	187.71
Freddie Mac Notes	0.250%	09/02/20	09/08/23	312 0.260%	680,000.00	679,775.60	160.90	679,936.50	250.28
Freddie Mac Notes	0.250%	11/03/20	11/06/23	371 0.280%	1,220,000.00	1,218,902.00	727.32	1,219,629.32	1,482.64
Fannie Mae Notes	0.250%	11/23/20	11/27/23	392 0.290%	1,050,000.00	1,048,803.00	770.36	1,049,573.36	1,122.92
Freddie Mac Notes	0.250%	12/02/20	12/04/23	399 0.280%	990,000.00	989,019.90	623.86	989,643.76	1,010.63
Federal Home Loan Bank Notes	1.100%	07/20/22	08/20/26	1,389 3.410%	705,000.00	643,305.45	4,300.42	647,605.87	1,529.46
Federal Home Loan Bank Notes	0.830%	08/19/22	02/10/27	1,563 3.370%	675,000.00	604,300.50	3,197.90	607,498.40	1,260.56
Federal Home Loan Bank Notes	1.020%	08/16/22	02/24/27	1,577 3.240%	710,000.00	644,104.90	3,069.52	647,174.42	1,347.82
Weighted Avg Maturity			715	1.214%	\$ 66,840,997.19	\$ 66,427,183.13	(8,909.13)	\$ 66,418,274.00	\$ 185,301.91
TOTAL ALL FUNDS				1.576%	\$ 185,939,011.85	\$ 185,183,346.48	(45,011.77)	\$ 185,138,334.71	\$ 534,161.87
Less: Net Unsettled Trades							(784,176.13)	\$ 184,354,158.58	
October 31, 2022	90 DAY US TREASURY YIELD			4.22%					
	3 month US Treasury Bill Index			3.90%					
	0-3 Year US Treasury Index			4.40%					
	1-3 Year US Treasury Index			4.57%					
	1-5 Year US Treasury Index			4.49%					
	1-10 Year US Treasury Index			4.40%					

DUPAGE WATER COMMISSION
ELMHURST, ILLINOIS
TREASURER'S REPORT
STATEMENT OF CASH FLOWS
For the Period from May 1, 2022 to October 31, 2022

CASH FLOWS FROM OPERATING ACTIVITIES

Cash received from customers	\$ 76,736,083
Cash payments to suppliers	(68,732,607)
Cash payments to employees	(1,910,411)
Net cash from operating activities	6,093,065

CASH FLOWS FROM NONCAPITAL

FINANCING ACTIVITIES

Cash received from sales taxes	33,871
Cash received/paid from long term loans	266,220
Cash payments for net pension activity	0
Net cash from noncapital financing activities	300,091

CASH FLOWS FROM CAPITAL AND

RELATED FINANCING ACTIVITIES

Interest paid	0
Principal Paid	0
Construction and purchase of capital assets	(1,308,689)
Net cash from capital and related financing activities	(1,308,689)

CASH FLOWS FROM INVESTING ACTIVITIES

Investment income	584,857
Net cash from investing activities	584,857

Net Increase (Decrease) in cash and investments 5,669,324

CASH AND INVESTMENTS, MAY 1, 2022 216,846,377

CASH AND INVESTMENTS, OCTOBER 31, 2022 \$ 222,515,701

October 31, 2022
 TREASURER'S REPORT
 DPWC MONTHLY CASH/OPERATING REPORT

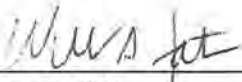
	10/31/2022		
	YEAR END TARGETED Reserve or Monthly Cash Amount-Needed	Amount On Hand	Amount Over - (Under) Target
TABLE 1	A	B	C
RESERVE ANALYSIS			
A .Operating Reserve <i># of days per current fiscal year management budget</i>	\$ 70,978,829 180	\$ 73,665,777 187	\$ 2,686,948
B. Capital Reserve	\$ 63,050,000	\$ 66,200,994	\$ 3,150,994
C. Long Term Water Capital Reserve	\$ 22,525,000	\$ 24,668,960	\$ 2,143,960
D. O+M Account (1)	\$ 11,368,894	\$ 40,876,882	\$ 29,507,988
E. Current Construction Obligation and Customer Construction Escrows	\$ 217,280	\$ 217,280	\$ -
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$ 168,140,003	\$ 205,629,892	\$ 37,489,889

TABLE 2		
OTHER CASH		
F. General Fund		\$ 16,885,810
G. Sales Tax		\$ -
TOTAL TABLE 2-OTHER CASH		\$ 16,885,810
TOTAL MONTH END FUNDS CASH BALANCE-Table1+2		\$ 222,515,701

Note 1: The O&M Account target varies from month to month. The cash balance should be enough to cover the current months operating cash outflows.

3. The Operating Reserve account was \$73.7 million which is approximately 187 days, this amount meets the minimum balance per the reserve policy.

Respectfully submitted,



Bill Fates, CPA
Treasurer

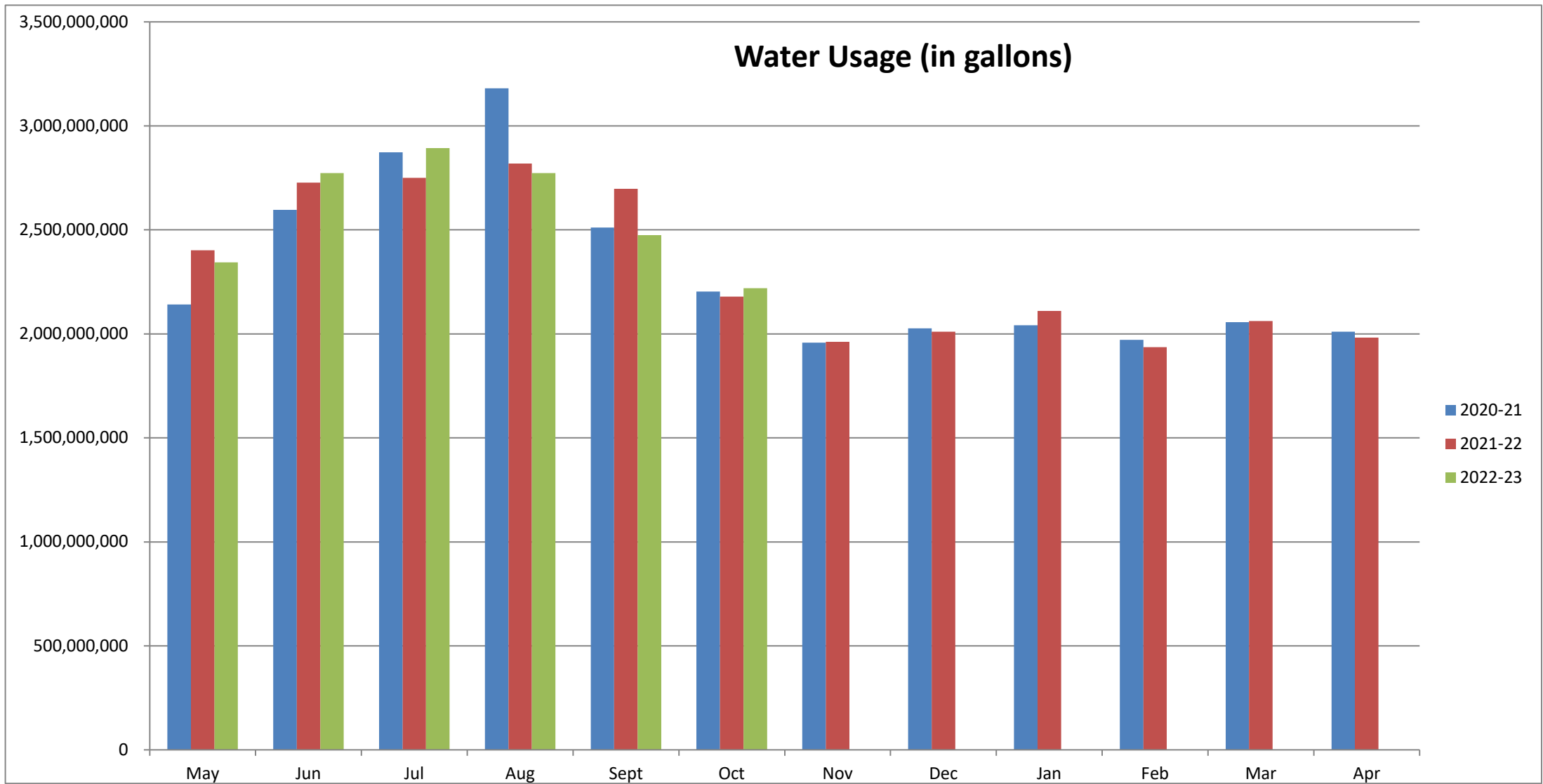


MEMORANDUM

To: Paul May, General Manager
From: Cheryl Peterson, Financial Administrator
Date: 11/8/2022
Subject: Financial Report – October 31, 2022

- Water sales to Commission customers for October 2022 were 25.3 million gallons (1.2%) above October 2021 but decreased by 262.1 million gallons compared to September 2022. Year-to-date water sales are down by 99.5 million gallons or 0.7% compared to the prior fiscal year.
- Water sales to Commission customers for October were 144.4 million gallons (7.2%) higher than the budgeted anticipated/forecasted sales for the month. Year-to-date water sales were 943.0 million gallons (6.7%) above the budgeted anticipated/forecasted sales.
- For the month of October, water billings to customers for O&M costs were \$11.2 million and water purchases from the City of Chicago were \$9.6 million. Water billing receivables at October month end (\$13.7 million) were down compared to the prior month (\$15.4 million) primarily due to lower water sales and timing of receivables.
- For the six months ended October 31, 2022, \$80.1 million of the \$134.4 million revenue budget has been realized. Therefore, 60% of the revenue budget has been accounted for year to date. For the same period, \$76.8 million of the \$141.9 million expenditure budget has been realized, and this accounts for 54% of the expenditure budget.
- Adjusted for seasonality based on a monthly trend, year to date revenues are 107% percent of the current budget and expenses are 99% of the current budget.
- The Operating Reserve, Capital Reserve and Long-Term Water Capital Accounts have reached their respective 2022/2023 fiscal year end minimum targeted levels.
- The O&M and General Account have balances of \$40.9 million and \$16.9 million, respectively.

cc: Chairman and Commissioners



DuPage Water Commission
 Summary of Specific Account Target and Summary of Net Assets
 October 31, 2022

Revenue Bond Ordinance Accounts and Commission Policy Reserves	Account / Reserve Assets Balance (1)	Offsetting Liabilities	Year-End Specific Account Target	Status
Operations and Maintenance Account	\$ 40,876,881.62	\$ 11,368,893.90		Positive Net Assets
General Account	\$ 16,922,833.85	\$ -		Positive Net Assets
Sales Tax Subaccount	\$ -	\$ -		Positive Net Assets
Operating Reserve	\$ 73,883,940.03		\$ 70,978,829.00	Target Met
Capital Reserve	\$ 66,603,575.91		\$ 63,267,279.84	Target Met
L-T Water Capital Reserve	\$ 24,762,631.93		\$ 22,525,000.00	Target Met
	\$ 223,049,863.34	\$ 11,368,893.90	\$ 156,771,108.84	\$ 54,909,860.60
<u>Total Net Assets - All Commission Accounts</u>				
Unrestricted		\$ 226,414,310.18		
Invested in Capital Assets, net		\$ 323,574,938.61		
Total		<u>\$ 549,989,248.79</u>		

(1) Includes Interest Receivable



	Current Year Balance	Prior Year Balance	Variance Favorable / (Unfavorable)
Fund: 01 - WATER FUND			
Assets			
Level1: 10 - CURRENT ASSETS			
110 - CASH	38,161,542.89	35,712,970.03	2,448,572.86
120 - INVESTMENTS	184,354,158.58	178,061,716.97	6,292,441.61
131 - WATER SALES	13,726,324.44	14,104,510.25	-378,185.81
132 - INTEREST RECEIVABLE	534,161.87	329,610.81	204,551.06
134 - OTHER RECEIVABLE	-6,144,826.19	2,349,977.31	-8,494,803.50
135 - LOAN RECEIVABLE - CURRENT	120,899.37	118,235.60	2,663.77
150 - INVENTORY	177,768.00	177,768.00	0.00
155 - PREPAIDS	277,531.46	219,271.00	58,260.46
Total Level1 10 - CURRENT ASSETS:	231,207,560.42	231,074,059.97	133,500.45
Level1: 17 - NONCURRENT ASSETS			
170 - FIXED ASSETS	535,988,992.15	535,647,337.36	341,654.79
175 - LESS: ACCUMULATED DEPRECIATION	-215,988,342.99	-206,654,863.58	-9,333,479.41
180 - CONSTRUCTION IN PROGRESS	3,574,289.45	2,586,159.82	988,129.63
190 - LONG-TERM ASSETS	14,629,946.30	12,861,737.98	1,768,208.32
Total Level1 17 - NONCURRENT ASSETS:	338,204,884.91	344,440,371.58	-6,235,486.67
Total Assets:	569,412,445.33	575,514,431.55	-6,101,986.22
Liability			
Level1: 21 - CURRENT LIABILITIES			
210 - ACCOUNTS PAYABLE	10,506,434.46	9,317,970.16	-1,188,464.30
211 - OTHER CURRENT LIABILITIES	481,046.21	1,173,750.41	692,704.20
225 - ACCRUED PAYROLL LIABILITIES	99,019.24	81,000.64	-18,018.60
226 - ACCRUED VACATION	282,393.99	376,316.71	93,922.72
250 - CONTRACT RETENTION	86,737.34	0.00	-86,737.34
251 - CUSTOMER DEPOSITS	130,542.50	60,523.37	-70,019.13
270 - DEFERRED REVENUE	4,067,199.80	6,778,619.96	2,711,420.16
Total Level1 21 - CURRENT LIABILITIES:	15,653,373.54	17,788,181.25	2,134,807.71
Level1: 25 - NONCURRENT LIABILITIES			
297 - POST EMPLOYMENT BENEFITS LIABILITIES	3,769,823.00	2,757,229.00	-1,012,594.00
Total Level1 25 - NONCURRENT LIABILITIES:	3,769,823.00	2,757,229.00	-1,012,594.00
Total Liability:	19,423,196.54	20,545,410.25	1,122,213.71
Equity			
Level1: 30 - EQUITY			
300 - EQUITY	546,719,532.78	551,360,656.30	-4,641,123.52
Total Level1 30 - EQUITY:	546,719,532.78	551,360,656.30	-4,641,123.52
Total Beginning Equity:	546,719,532.78	551,360,656.30	-4,641,123.52
Total Revenue	80,092,702.42	77,833,043.74	2,259,658.68
Total Expense	76,822,986.41	74,224,678.74	-2,598,307.67
Revenues Over/(Under) Expenses	3,269,716.01	3,608,365.00	-338,648.99
Total Equity and Current Surplus (Deficit):	549,989,248.79	554,969,021.30	-4,979,772.51
Total Liabilities, Equity and Current Surplus (Deficit):	569,412,445.33	575,514,431.55	-6,101,986.22



Monthly & YTD Budget Report

...		October 2022-2023 Budget	October 2022-2023 Activity	2022-2023 Seasonal YT...	2022-2023 YTD Activity	Seasonal Percent Used	2022-2023 Total Budget	Total Percent Used
01 - WATER FUND								
Revenue								
510 - WATER SERVICE								
							% of Year Completed: 50%	
01-511100	O&M PAYMENTS- GOVERNMENTAL	-10,156,670.38	-10,909,489.22	-71,173,154.45	-76,160,120.68	107 %	-127,436,265.87	60 %
01-511200	O&M PAYMENTS- PRIVATE	-249,754.18	-245,174.58	-1,750,159.50	-1,641,842.44	94 %	-3,133,678.67	52 %
01-513100	SUBSEQUENT CUSTOMER - GO	-189,606.24	-189,606.24	-1,137,637.44	-1,137,637.44	100 %	-2,275,274.88	50 %
01-513200	SUBSEQUENT CUSTOMER - PRIVAT	-42,455.44	-42,455.44	-254,732.64	-254,732.64	100 %	-509,465.28	50 %
01-514100	EMERGENCY WATER SERVICE- GOV	-1,147.50	0.00	-6,885.00	-5,900.02	86 %	-21,250.00	28 %
510 - WATER SERVICE Totals:		-10,639,633.74	-11,386,725.48	-74,322,569.03	-79,200,233.22	107 %	-133,375,934.70	59 %
520 - TAXES								
							% of Year Completed: 50%	
01-530010	SALES TAXES - WATER REVENUE	0.00	-6,763.50	0.00	-33,870.97	0 %	0.00	0 %
520 - TAXES Totals:		0.00	-6,763.50	0.00	-33,870.97	0 %	0.00	0 %
540 - OTHER INCOME								
							% of Year Completed: 50%	
01-581000	INVESTMENT INCOME	-66,640.00	-239,039.53	-399,840.00	-737,394.64	184 %	-800,000.00	92 %
01-582000	INTEREST INCOME	-16,225.67	-48,642.09	-97,354.02	-97,617.14	100 %	-194,786.00	50 %
01-590000	OTHER INCOME	0.00	-2,089.45	0.00	-13,692.45	0 %	0.00	0 %
01-590100	SALE OF EQUIPMENT	0.00	0.00	0.00	-9,894.00	0 %	0.00	0 %
540 - OTHER INCOME Totals:		-82,865.67	-289,771.07	-497,194.02	-858,598.23	173 %	-994,786.00	86 %
Revenue Totals:		-10,722,499.41	-11,683,260.05	-74,819,763.05	-80,092,702.42	107 %	-134,370,720.70	60 %

Monthly & YTD Budget Report

For Fiscal: 2022-2023 Period Ending: 10/31/2022

...	...	October 2022-2023 Budget	October 2022-2023 Activity	2022-2023 Seasonal YT...	2022-2023 YTD Activity	Seasonal Percent Used	2022-2023 Total Budget	Total Percent Used
Expense								
610 - PERSONNEL SERVICES								
								% of Year Completed: 50%
01-60-611100	ADMIN SALARIES	153,442.98	133,368.13	917,235.36	812,163.39	89 %	1,901,400.00	43 %
01-60-611200	OPERATIONS SALARIES	175,753.20	147,722.38	1,018,710.00	952,316.12	93 %	2,058,000.00	46 %
01-60-611300	SUMMER INTERNS	0.00	0.00	41,000.00	14,407.50	35 %	48,000.00	30 %
01-60-611600	ADMIN OVERTIME	616.67	-91.84	3,699.98	904.04	24 %	7,400.00	12 %
01-60-611700	OPERATIONS OVERTIME	23,893.38	25,043.38	147,805.56	136,614.21	92 %	308,700.00	44 %
01-60-612100	PENSION	33,271.87	11,610.75	199,631.22	127,523.52	64 %	399,262.50	32 %
01-60-612200	MEDICAL/LIFE BENEFITS	59,972.94	56,724.50	336,275.61	333,567.75	99 %	896,022.78	37 %
01-60-612300	FEDERAL PAYROLL TAXES	28,245.85	22,446.29	163,389.37	140,128.99	86 %	330,747.75	42 %
01-60-612800	STATE UNEMPLOYMENT	1,148.33	26.46	6,889.98	292.37	4 %	13,780.00	2 %
01-60-613100	TRAVEL	950.00	837.00	5,700.00	4,283.00	75 %	11,400.00	38 %
01-60-613200	TRAINING	6,433.33	14,607.62	38,599.98	32,622.62	85 %	77,200.00	42 %
01-60-613301	CONFERENCES	5,983.33	2,892.36	35,899.98	8,623.68	24 %	71,800.00	12 %
01-60-613302	TUITION REIMBURSEMENT	2,500.00	0.00	15,000.00	1,724.00	11 %	30,000.00	6 %
01-60-619100	OTHER PERSONNEL COSTS	3,166.66	2,346.70	18,999.96	13,174.74	69 %	38,000.00	35 %
610 - PERSONNEL SERVICES Totals:		495,378.54	417,533.73	2,948,837.00	2,578,345.93	87 %	6,191,713.03	42 %
620 - CONTRACT SERVICES								
								% of Year Completed: 50%
01-60-621000	WATER CONSERVATION PROGRAM	916.66	5,354.01	5,499.96	8,529.23	155 %	11,000.00	78 %
01-60-623300	TRUST SERVICES & BANK CHARGE	11,333.33	11,164.85	67,999.98	67,497.01	99 %	136,000.00	50 %
01-60-625100	LEGAL SERVICES- GENERAL	7,500.00	11,262.33	45,000.00	41,469.43	92 %	90,000.00	46 %
01-60-625300	LEGAL SERVICES- SPECIAL	12,500.00	1,316.25	75,000.00	9,449.73	13 %	150,000.00	6 %
01-60-625800	LEGAL NOTICES	4,041.66	356.50	24,249.96	494.50	2 %	48,500.00	1 %
01-60-626000	AUDIT SERVICES	0.00	0.00	31,000.00	29,900.00	96 %	31,000.00	96 %
01-60-628000	CONSULTING SERVICES	26,683.33	33,893.51	160,099.98	94,276.41	59 %	320,200.00	29 %
01-60-629000	CONTRACTUAL SERVICES	70,476.66	81,463.57	422,859.96	315,570.36	75 %	845,720.00	37 %
620 - CONTRACT SERVICES Totals:		133,451.64	144,811.02	831,709.84	567,186.67	68 %	1,632,420.00	35 %
640 - INSURANCE								
								% of Year Completed: 50%
01-60-641100	GENERAL LIABILITY INSURANCE	11,250.00	6,926.63	67,500.00	35,053.48	52 %	135,000.00	26 %
01-60-641200	PUBLIC OFFICIAL LIABILITY	2,025.00	1,588.16	12,150.00	9,528.93	78 %	24,300.00	39 %
01-60-641500	WORKER'S COMPENSATION	10,833.33	9,005.00	64,999.98	54,030.00	83 %	130,000.00	42 %
01-60-641600	EXCESS LIABILITY COVERAGE	5,000.00	3,178.01	30,000.00	19,068.46	64 %	60,000.00	32 %
01-60-642100	PROPERTY INSURANCE	35,500.00	31,667.50	213,000.00	190,005.00	89 %	426,000.00	45 %
01-60-642200	AUTOMOBILE INSURANCE	2,083.33	1,504.50	12,499.98	9,027.00	72 %	25,000.00	36 %
01-60-649100	SELF INSURANCE PROPERTY	8,333.33	0.00	49,999.98	36,188.89	72 %	100,000.00	36 %
640 - INSURANCE Totals:		75,024.99	53,869.80	450,149.94	352,901.76	78 %	900,300.00	39 %

...	...	October 2022-2023 Budget	October 2022-2023 Activity	2022-2023 Seasonal YT...	2022-2023 YTD Activity	Seasonal Percent Used	2022-2023 Total Budget	Total Percent Used
650 - OPERATIONAL SUPPORT SRVS								
								% of Year Completed: 50%
01-60-651200	GENERATOR DIESEL FUEL	9,375.00	1,710.21	56,250.00	1,710.21	3 %	112,500.00	2 %
01-60-651300	NATURAL GAS	2,748.90	1,212.30	16,493.40	4,926.77	30 %	33,000.00	15 %
01-60-651401	TELEPHONE	6,638.33	3,767.49	39,829.98	25,087.05	63 %	79,660.00	31 %
01-60-651403	RADIOS	2,189.12	0.00	13,134.72	0.00	0 %	26,280.00	0 %
01-60-651404	REPAIRS & EQUIPMENT	250.00	0.00	1,500.00	0.00	0 %	3,000.00	0 %
01-60-652100	OFFICE SUPPLIES	2,351.66	1,332.63	14,109.96	9,360.47	66 %	28,220.00	33 %
01-60-652200	BOOKS & PUBLICATIONS	444.25	4,379.96	2,665.50	4,600.80	173 %	5,331.00	86 %
01-60-653100	PRINTING- GENERAL	1,258.33	134.70	7,549.98	2,376.89	31 %	15,100.00	16 %
01-60-653200	POSTAGE & DELIVERY	550.00	42.29	3,300.00	646.19	20 %	6,600.00	10 %
01-60-654000	PROFESSIONAL DUES	1,742.08	5,688.00	10,452.48	14,088.00	135 %	20,905.00	67 %
01-60-655000	REPAIRS & MAINT- OFFICE EQUI	634.74	676.19	3,808.44	5,010.76	132 %	7,620.00	66 %
01-60-656000	REPAIRS & MAINT- BLDGS & GRN	26,083.33	13,166.65	156,499.98	103,026.31	66 %	313,000.00	33 %
01-60-658000	COMPUTER SOFTWARE	3,348.66	0.00	20,091.96	22,572.61	112 %	40,200.00	56 %
01-60-659000	COMPUTER/SOFTWARE MAINTENANC	11,833.33	14,111.52	70,999.98	49,569.46	70 %	142,000.00	35 %
01-60-659100	OTHER ADMINISTRATIVE EXPENSE	941.29	922.00	5,647.74	5,532.54	98 %	11,300.00	49 %
650 - OPERATIONAL SUPPORT SRVS Totals:		70,389.02	47,143.94	422,334.12	248,508.06	59 %	844,716.00	29 %
660 - WATER OPERATION								
								% of Year Completed: 50%
01-60-661101	WATER BILLING	8,967,841.90	9,595,059.05	62,842,405.28	66,406,588.33	106 %	112,519,973.70	59 %
01-60-661102	ELECTRICITY	127,520.00	73,026.55	893,600.00	527,094.39	59 %	1,600,000.00	33 %
01-60-661103	OPERATIONS & MAINTENANCE	65,000.00	34,519.77	390,000.00	239,261.46	61 %	780,000.00	31 %
01-60-661104	MAJOR MAINTENANCE	20,833.33	0.00	124,999.98	0.00	0 %	250,000.00	0 %
01-60-661201	PUMP STATION	219,175.00	74,252.75	1,535,875.00	667,472.31	43 %	2,750,000.00	24 %
01-60-661202	METER STATION, ROV, TANK SITE	14,027.20	5,721.03	98,296.00	39,836.07	41 %	176,000.00	23 %
01-60-661300	WATER CHEMICALS	4,250.00	0.00	25,500.00	6,495.76	25 %	51,000.00	13 %
01-60-661400	WATER TESTING	4,916.66	2,020.68	29,499.96	13,275.77	45 %	59,000.00	23 %
01-60-662100	PUMPING SERVICES	59,941.66	7,285.36	359,649.96	20,604.33	6 %	719,300.00	3 %
01-60-662300	METER TESTING & REPAIRS	3,325.00	0.00	19,950.00	2,503.95	13 %	39,900.00	6 %
01-60-662400	SCADA / INSTRUMENTATION	3,950.00	2,136.90	23,700.00	3,473.40	15 %	47,400.00	7 %
01-60-662500	EQUIPMENT RENTAL	1,333.33	0.00	7,999.98	0.00	0 %	16,000.00	0 %
01-60-662600	UNIFORMS	1,416.66	3,129.98	8,499.96	5,974.17	70 %	17,000.00	35 %
01-60-662700	SAFETY	12,418.33	1,389.83	74,509.98	25,593.87	34 %	149,020.00	17 %
01-60-663100	PIPELINE REPAIRS	112,500.00	0.00	675,000.00	94,379.67	14 %	1,350,000.00	7 %
01-60-663200	COR TESTING & MITIGATION	25,416.66	62.29	152,499.96	115,414.72	76 %	305,000.00	38 %
01-60-663300	REMOTE FACILITIES MAINTENANCE	33,383.33	4,664.65	200,299.98	135,524.90	68 %	400,600.00	34 %
01-60-663400	PLAN REVIEW- PIPELINE CONFLI	4,331.60	10,674.81	25,989.60	22,496.36	87 %	52,000.00	43 %
01-60-663700	PIPELINE SUPPLIES	7,083.33	2,860.23	42,499.98	40,575.91	95 %	85,000.00	48 %
01-60-664000	MACHINERY & EQUIP- NON CAP	1,762.50	380.19	10,575.00	818.19	8 %	21,150.00	4 %

Monthly & YTD Budget Report

For Fiscal: 2022-2023 Period Ending: 10/31/2022

...	...	October 2022-2023 Budget	October 2022-2023 Activity	2022-2023 Seasonal YTD...	2022-2023 YTD Activity	Seasonal Percent Used	2022-2023 Total Budget	Total Percent Used
01-60-664100	REPAIRS & MAINT- VEHICLES	3,291.67	307.09	19,749.98	7,082.97	36 %	39,500.00	18 %
01-60-664200	FUEL- VEHICLES	3,100.00	2,604.10	18,600.00	16,732.86	90 %	37,200.00	45 %
01-60-664300	LICENSES- VEHICLES	262.50	0.00	1,575.00	0.00	0 %	3,150.00	0 %
660 - WATER OPERATION Totals:		9,697,080.66	9,820,095.26	67,581,275.60	68,391,199.39	101 %	121,468,193.70	56 %
680 - LAND & LAND RIGHTS								
% of Year Completed: 50%								
01-60-681000	LEASES	83.33	0.00	499.98	0.00	0 %	1,000.00	0 %
01-60-682000	PERMITS & FEES	1,204.16	0.00	7,224.96	344.67	5 %	14,450.00	2 %
680 - LAND & LAND RIGHTS Totals:		1,287.49	0.00	7,724.94	344.67	4 %	15,450.00	2 %
685 - CAPITAL EQUIP / DEPREC								
% of Year Completed: 50%								
01-60-685100	COMPUTERS	6,375.00	0.00	38,250.00	18,034.89	47 %	76,500.00	24 %
01-60-685200	OFFICE FURNITURE & EQUIPMT	0.00	50,968.65	112,000.00	51,915.94	46 %	112,000.00	46 %
01-60-685600	MACHINERY & EQUIPMENT	0.00	0.00	85,000.00	0.00	0 %	85,000.00	0 %
01-60-685800	CAPITALIZED EQUIP	0.00	-50,968.65	-197,000.00	-51,915.94	26 %	-197,000.00	26 %
01-60-686000	VEHICLES	0.00	0.00	120,000.00	11,185.40	9 %	120,000.00	9 %
01-60-686800	CAPITALIZED VEHICLE PURCHASES	0.00	0.00	-120,000.00	-11,185.40	9 %	-120,000.00	9 %
01-60-692000	DEPRECIATION- TRANS MAINS	429,166.66	400,591.67	2,574,999.96	2,403,550.06	93 %	5,150,000.00	47 %
01-60-693000	DEPRECIATION- BUILDINGS	283,333.33	242,070.51	1,699,999.98	1,452,422.90	85 %	3,400,000.00	43 %
01-60-694000	DEPRECIATION-PUMPING EQUIPMEN'	153,333.33	119,956.18	919,999.98	719,737.15	78 %	1,840,000.00	39 %
01-60-695200	DEPRECIATION- OFFICE FURN &	13,333.33	5,395.66	79,999.98	32,374.00	40 %	160,000.00	20 %
01-60-696000	DEPRECIATION- VEHICLES	15,166.66	9,840.32	90,999.96	58,380.93	64 %	182,000.00	32 %
685 - CAPITAL EQUIP / DEPREC Totals:		900,708.31	777,854.34	5,404,249.86	4,684,499.93	87 %	10,808,500.00	43 %
710 - CONSTRUCTION IN PROGRESS								
% of Year Completed: 50%								
01-60-711000	METERING STATIONS	0.00	0.00	1,000,000.00	0.00	0 %	1,000,000.00	0 %
01-60-722200	DPS BUILDINGS REHAB & MAINT	0.00	0.00	1,000,000.00	23,762.07	2 %	1,000,000.00	2 %
01-60-722300	GENERATION BUILDING REHAB & MAI	0.00	36,157.97	4,800,000.00	136,204.82	3 %	4,800,000.00	3 %
01-60-722500	BUILDING AUTOMATION SYSTEM	0.00	0.00	1,000,000.00	0.00	0 %	1,000,000.00	0 %
01-60-751200	CATHODIC PROTECTION	0.00	0.00	1,750,000.00	8,270.10	0 %	1,750,000.00	0 %
01-60-771000	VALVE REHAB & REPLACEMENT	0.00	0.00	500,000.00	0.00	0 %	500,000.00	0 %
01-60-771200	CONDITION ASSESSMENT	0.00	25,229.55	500,000.00	55,251.84	11 %	500,000.00	11 %
01-60-771700	REPLACEMENT OF SCADA SYSTEM	0.00	653,565.19	2,000,000.00	1,031,993.27	52 %	2,000,000.00	52 %
01-60-772300	REPLACEMENT OF CHILLERS	0.00	0.00	250,000.00	0.00	0 %	250,000.00	0 %
01-60-798000	CAPITALIZED FIXED ASSETS	0.00	-714,952.71	-12,800,000.00	-1,255,482.10	10 %	-12,800,000.00	10 %
710 - CONSTRUCTION IN PROGRESS Totals:		0.00	0.00	0.00	0.00	0 %	0.00	0 %
Expense Totals:		11,373,320.65	11,261,308.09	77,646,281.30	76,822,986.41	99 %	141,861,292.73	54 %

Monthly & YTD Budget Report

For Fiscal: 2022-2023 Period Ending: 10/31/2022

...	...	October 2022-2023 Budget	October 2022-2023 Activity	2022-2023 Seasonal YT...	2022-2023 YTD Activity	Seasonal Percent Used	2022-2023 Total Budget	Total Percent Used
01 - WATER FUND Totals:		650,821.24	-421,951.96	2,826,518.25	-3,269,716.01	-116 %	7,490,572.03	-44 %



MEMORANDUM

To: Paul May – General Manager

From: Chris Bostick – Manager of Water Operations RCB

Mike Weed – Operations Supervisor
Dariusz Panaszek – Pipeline Supervisor
Jessica Haney – Coordinating Engineer
Alan Stark – Instrumentation/Remote Facilities Supervisor
Denis Cuvalo – Coordinating Engineer

Date: 11/10/2022

Subject: Status of Operations and Construction

Operations Overview

The Commission's sales for the month of October were a total of 2.16 billion gallons. This represents an average day demand of 69.5 million gallons per day (MGD), which is higher than the October 2021 average day demand of 69.1 MGD. The maximum day demand was 79.3 MGD recorded on October 3, 2022, which is lower than the October 2021 maximum day demand of 89.0 MGD. The minimum day flow was 62.5 MGD.

The Commission's recorded total precipitation for the month of October 2022 was 1.66 inches compared to 5.77 inches for October 2021. The level of Lake Michigan for October 2022 is 579.40 (Feet IGLD 1985) compared to 580.32 (Feet IGLD 1985) for October 2021.

Operations Maintenance and Repair

Resolution No. R-69-22 appears on the agenda Suspending Purchasing Procedures and authorizing the General Manager to purchase material and labor service for the Commission's emergency generator system including ancillary equipment through Altorfer Power, the authorized representative for Caterpillar equipment at a not-to-exceed cost of \$300,000.00.

Resolution No. R-73-22 appears on the agenda seeking approval of Work Authorization Order No. 013 to McWilliams Electric Co. Inc. for electrical services to replace corroded electrical conduits located in the DuPage Pump Stations Electrical Utility Service Yard and to seal a leaking electrical conduit located in a 5KV breaker cube inside the Pump Station Switchgear at an estimated cost of \$31,000.00.

Studies and Reports

Raftelis, Inc. continues development of the Cost-of-Service Study in advance of contract negotiations with the City of Chicago regarding the Water Purchase and Sale Agreement.

Carollo Engineers continues to investigate and report on various potential alternate sources of Lake Water for the Commission.

Pipeline Maintenance and Construction Overview

Pipeline staff is performing annual air release exercising program and corrective work as needed.

Pipeline staff is inspecting and performing maintenance work on Cathodic Protection Test Stations.

Resolution No. R-70-22 appears on the agenda requesting approval of Work Authorization Order No. 016 under the Quick Response Contract QR-12/21, to Benchmark Construction Co., Inc. This work was identified in the 2015 Condition Assessment and scheduled in the Five-Year Capital Improvement Program. The work includes the exterior sealing of groundwater penetrating the West Discharge Tunnel and redirection of the ground water into the existing stormwater system by adding underdrains. Also, during the process, corrosion testing and protection work will be incorporated for the 72-inch steel discharge header water main. The estimated cost of work is \$456,085.14.

Resolution No. R-71-22 appears on the agenda seeking ratification of QR-12/21 Work Authorization Order No. 017 which was issued to Benchmark Construction Co., Inc. and the work begun, prior to board approval and was necessary to repair a leak in a 30" diameter water main located in the City of Wheaton, at an estimated cost of \$85,372.10. The pipe conditions found during excavation indicate advanced corrosion. Staff is investigating remedial actions including slip-lining of the pipe interior.

Resolution No. R-75-22 appears on the agenda seeking approval of Work Authorization Order 01 Under Valve Assessment Program Contract VAP-2/22 (VAP-2.001) to Pure Technologies US, Inc. Approval of this Resolution would authorize Pure Technologies US, Inc. to perform valve assessments on 26 critical system valves at a cost estimated to be \$275,000.00.

Instrumentation / Remote Facilities Overview

Instrumentation / Remote Facilities staff continues with routine inspections, preventative maintenance and corrective work, calibrations, and continuing with the meter test program.

Information Technology

The SCADA Replacement Project (Contract PSD-9/22) is ongoing. In addition, workshops have continued to progress on the SCADA system graphics design, network design, and programming development while new workshops have begun on the security system upgrades, reporting development, Audio/Video system design, and public announcement system design.

Capital Improvement Program

Resolution No. R-67-22 appears on the agenda seeking approval of Work Authorization Order No. 012 to McWilliams Electric Co. Inc. for electrical services to replace the Generator Facility's uninterruptible power supply (UPS) system and implement a new surge protection device.

Resolution No. R-76-22 appears on the agenda seeking to award the Influent, Effluent, and 72" Meter Buildings Coatings Rehabilitation Contract (Contract PSD-11/22) to G.P. Maintenance Services, Inc. for the total Contract Price of \$440,000.00. Contract PSD-11/22 is a lump sum contract to perform abrasive blasting and apply Insulated Coatings to the pipelines within the Influent, Effluent, and 72" Meter Buildings as well as rehabilitation of steel support structures.

The DPPS Emergency Generation System Modifications (Contract PSD-10/22) project demolition is underway. Residual diesel fuel was found under the concrete slabs, which stems from the diesel spill in 2018. SET Environmental has mobilized to remediate the contamination as an extension of previous remediation efforts. Joseph J. Henderson and Sons, Inc., the Generator Modifications Contractor has ceased their demolition efforts to make way for the SET work. Joseph J. Henderson will continue with other work as best possible during the down time. The Completion Date, expected by January 2024, remains as is for the time being.

Caterpillar/Altorfer Power Systems are reviewing Staff and the Engineers' comments on the submittal documents for the Generator Controls Update Project.

Schneider Electric, the Building Automation System (BAS) upgrades contractor has come onsite to review the upcoming project work and setting a work schedule. Schneider anticipates the work to commence the work within the next several weeks. This work consists of updating HVAC and Lighting Controls of which certain portions of the system date back to 1999. Schneider has indicated that the construction will tentatively commence by Mid-November.

November 2022 Commission Agenda Items:

Resolution No. R-67-22: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-9/20 **(WAO 012 – McWilliams Electric Co., Inc. – Estimated Cost of \$60,058.00)**

Resolution No. R-69-22: A Resolution Suspending Purchasing Procedures and Authorizing the General Manager to Purchase Materials and Labor Services for the Commission's Emergency Generators and Ancillary Equipment **(Altorfer Power Systems – Not-To-Exceed \$300,000.00)**

Resolution No. R-70-22: A Resolution to Authorize Approval of Certain Work Authorization Orders Under Quick Response Contract QR-12/21 **(WAO 016 – Benchmark Construction Co. Inc. – Estimated Cost of \$456,085.14)**

Resolution No. R-71-22: A Resolution to Authorize Approval of Certain Work Authorization Orders Under Quick Response Contract QR-12/21 (**WAO 017 – Benchmark Construction Co. Inc. – Estimated Cost of \$85,372.10**)

Resolution No. R-73-22: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-9/20 (**WAO 013 – McWilliams Electric Co., Inc. – Estimated Cost of \$31,000.00**)

Resolution No. R-75-22: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Valve Assessment Program – Contract VAP-2/22 (**WAO-2.001 – Pure Technologies US, Inc. – Estimated Cost \$275,000.00**)

Resolution No. R-76-22: A Resolution Awarding the Influent, Effluent, and 72” Meter Buildings Coatings Rehabilitation Contract (Contract PSD-11/22) (**G.P. Maintenance Services, Inc. – Contract Price of \$440,000.00**)

Attachments

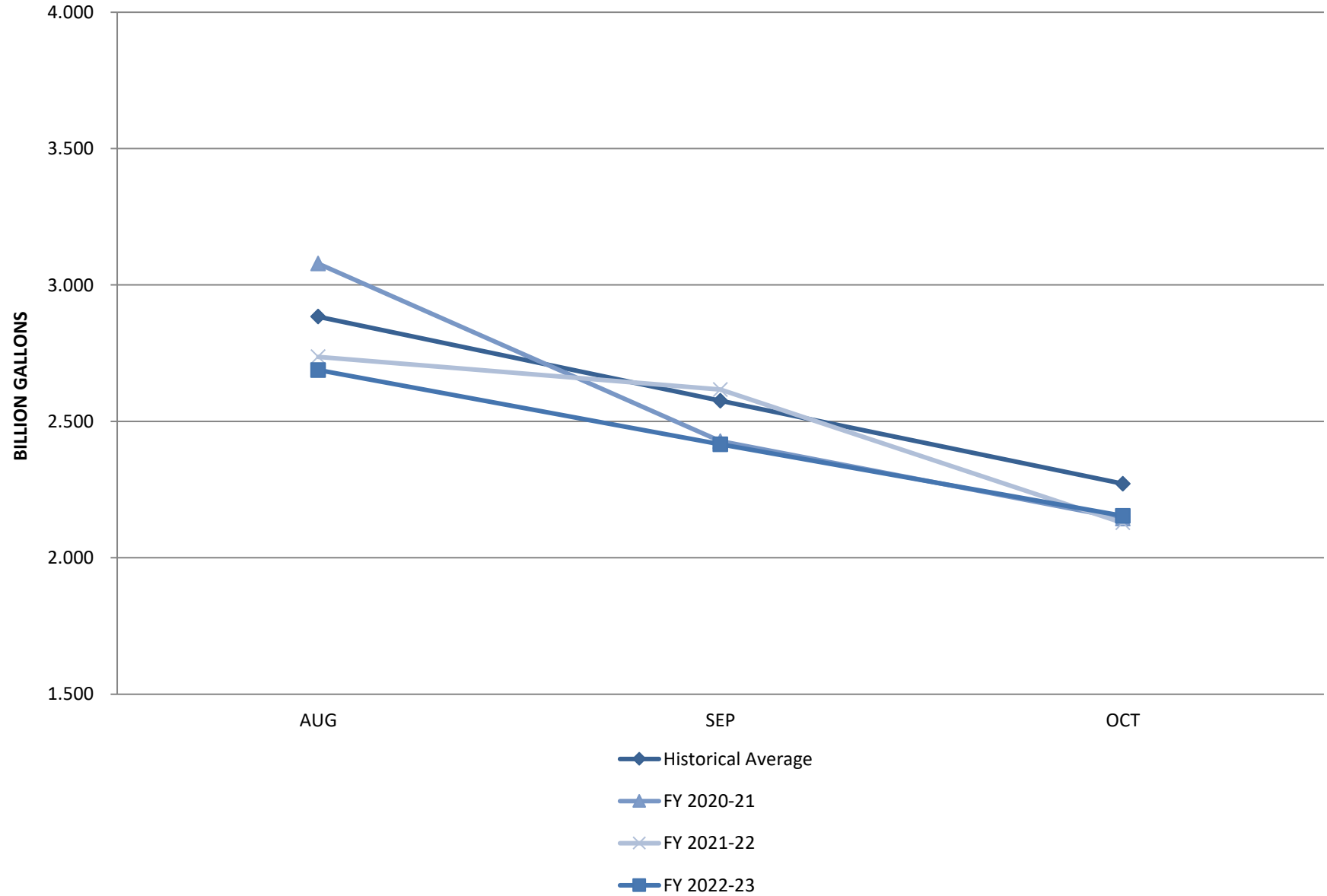
1. DuPage Laboratory Bench Sheets for September 2022
2. Water Sales Analysis 01-May-2018 to 30-September-2022
3. DuPage Water Commission Chart Sales vs. Historical Average
4. DuPage Water Commission Chart Sales vs. Allocation

DUPAGE WATER COMMISSION
 PWS FACILITY ID# - IL435400
 MONTHLY OPERATIONS REPORT
 DUPAGE WATER COMMISSION LABORATORY BENCH SHEET RESULTS
 OCTOBER 2022

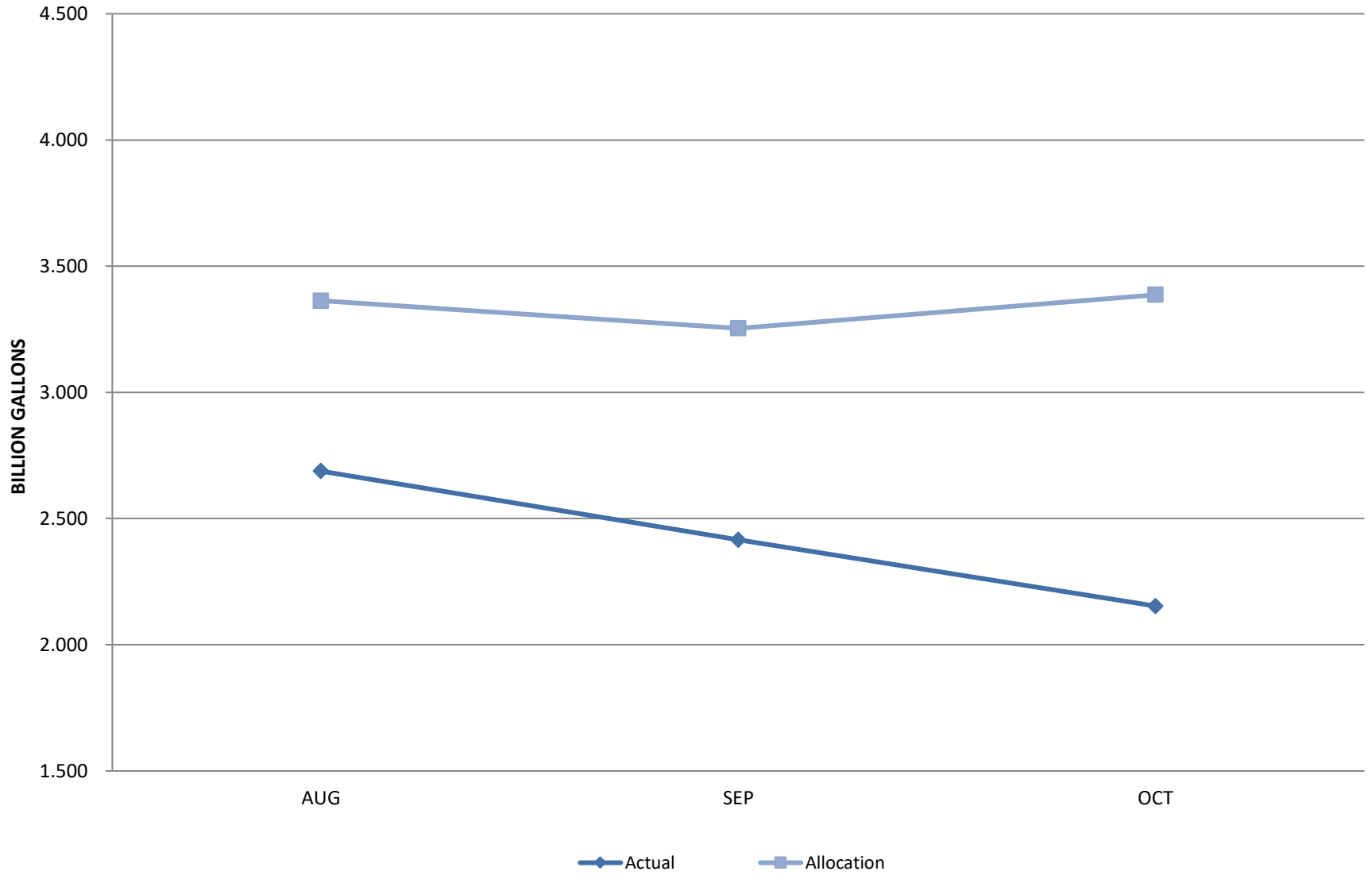
DATE	LEXINGTON P.S. SUPPLY				DUPAGE P.S. DISCHARGE							ANALYST INT.
	FREE Cl2 (mg/L)	TURBIDITY (ntu)	O-PO4 (mg/L)		FREE Cl2 (mg/L)	TURBIDITY (ntu)	TEMP (°F)	pH	Fluoride (mg/L)	O-PO4 (mg/L)	P.A.C. (LBS/MG)	
1	1.40	0.08	0.59		1.25	0.09	68	7.7	0.8	0.58	0	BM
2	1.41	0.08	0.58		1.20	0.08	68	7.7	0.8	0.57	0	BM
3	1.42	0.08	0.61		1.36	0.07	67	7.7	0.8	0.54	0	BM
4	1.31	0.07	0.58		1.34	0.07	67	7.8	0.8	0.58	0	BM
5	1.31	0.07	0.61		1.31	0.08	65	7.7	0.9	0.59	0	BM
6	1.28	0.09	0.59		1.13	0.09	66	7.8	0.9	0.60	0	BM
7	1.32	0.08	0.61		1.30	0.09	66	7.8	0.9	0.58	0	BM
8	1.30	0.07	0.60		1.16	0.08	66	7.7	0.8	0.55	0	RC
9	1.33	0.08	0.59		1.26	0.10	66	7.7	0.8	0.58	0	AM
10	1.30	0.09	0.62		1.28	0.10	65	7.7	0.8	0.59	0	AM
11	1.34	0.08	0.57		1.29	0.09	64	7.7	0.8	0.56	0	AM
12	0.94	0.10	0.59		1.00	0.09	64	7.6	0.8	0.54	0	AM
13	0.99	0.09	0.57		1.04	0.09	63	7.6	0.9	0.52	0	AM
14	1.29	0.08	0.59		1.19	0.10	63	7.6	0.8	0.56	0	AM
15	1.30	0.07	0.56		1.17	0.09	63	7.6	0.8	0.54	0	AM
16	1.25	0.09	0.59		1.14	0.08	64	7.8	0.8	0.59	0	BM
17	1.31	0.07	0.59		1.18	0.08	62	7.6	0.8	0.57	0	AM
18	1.29	0.08	0.60		1.17	0.08	62	7.7	0.8	0.58	0	AM
19	1.38	0.09	0.57		1.22	0.09	62	7.8	0.8	0.59	0	BM
20	1.38	0.07	0.60		1.14	0.09	63	7.8	0.9	0.59	0	BM
21	1.36	0.08	0.58		1.20	0.09	63	7.7	0.8	0.60	0	AM
22	1.38	0.08	0.59		1.22	0.09	63	7.7	0.8	0.58	0	KD
23	1.12	0.08	0.61		1.09	0.08	63	7.6	0.9	0.65	0	KD
24	1.45	0.07	0.60		1.19	0.09	63	7.7	0.9	0.62	0	BM
25	1.31	0.09	0.60		1.19	0.09	63	7.7	0.9	0.63	0	BM
26	1.32	0.07	0.64		1.13	0.09	63	7.6	0.8	0.64	0	KD
27	1.36	0.07	0.63		1.14	0.08	65	7.6	0.8	0.65	0	KD
28	1.21	0.09	0.57		1.07	0.09	65	7.6	0.8	0.64	0	KD
29	1.20	0.09	0.55		1.11	0.09	65	7.7	0.8	0.66	0	RC
30	1.32	0.07	0.55		1.24	0.07	63	7.6	0.8	0.59	0	RC
31	1.42	0.07	0.57		1.15	0.09	63	7.6	0.8	0.68	0	KD
AVG.	1.30	0.08	0.59		1.19	0.09	64	7.7	0.8	0.59	0	
MAX.	1.45	0.10	0.64		1.36	0.10	68	7.8	0.9	0.68	0	
MIN.	0.94	0.07	0.55		1.00	0.07	62	7.6	0.8	0.52	0	


 Alan E. Stark, Coordinating Engineer
 Illinois ROINC # 84789479
 Date 11/2/2022

DU PAGE WATER COMMISSION SALES FY 2022-23, 2021-22 & 2020-21 VS. HISTORICAL AVERAGE



DU PAGE WATER COMMISSION SALES FY 2022-23 VS. ALLOCATION



DU PAGE WATER COMMISSION
WATER SALES ANALYSIS

01-May-92 TO 31-Oct-22

PER DAY AVERAGE 78,256,464

MONTH	SALES TO CUSTOMERS (GALLONS)	PURCHASES FROM CHICAGO (GALLONS)	GALLONS BILLED %	BILLINGS TO CUSTOMERS	BILLINGS FROM CHICAGO	DOCUMENTED COMMISSION WATER USE (2)	DOCUMENTED COMMISSION WATER USE %	TOTAL ACCOUNTED FOR %	DWC OPER. & MAINT. RATE (3)	CHGO RATE
May-19	2,081,843,000	2,147,990,870	96.92%	\$10,346,759.71	\$8,469,528.00	6,561,100	0.31%	97.23%	\$4.97	\$3.943
Jun-19	2,176,802,000	2,246,817,638	96.88%	\$10,818,705.94	\$8,931,100.11	434,900	0.02%	96.90%	\$4.97	\$3.975
Jul-19	2,639,452,000	2,714,539,721	97.23%	\$13,118,076.44	\$10,790,295.39	649,900	0.02%	97.26%	\$4.97	\$3.975
Aug-19	2,649,696,000	2,735,242,272	96.87%	\$13,168,989.12	\$10,872,588.03	638,420	0.02%	96.90%	\$4.97	\$3.975
Sep-19	2,206,442,000	2,264,715,472	97.43%	\$10,966,016.74	\$9,002,244.00	617,581	0.03%	97.45%	\$4.97	\$3.975
Oct-19	2,016,445,000	2,084,749,872	96.72%	\$10,021,731.65	\$8,286,880.74	1,204,331	0.06%	96.78%	\$4.97	\$3.975
Nov-19	1,915,266,000	1,976,465,358	96.90%	\$9,518,872.02	\$7,856,449.80	8,679,153	0.44%	97.34%	\$4.97	\$3.975
Dec-19	1,990,807,000	2,061,549,253	96.57%	\$9,894,310.79	\$8,194,658.28	4,646,824	0.23%	96.79%	\$4.97	\$3.975
Jan-20	1,982,608,000	2,040,353,072	97.17%	\$9,853,561.76	\$8,110,403.46	789,652	0.04%	97.21%	\$4.97	\$3.975
Feb-20	1,871,298,000	1,913,980,302	97.77%	\$9,300,351.06	\$7,608,055.65	978,927	0.05%	97.82%	\$4.97	\$3.975
Mar-20	1,957,293,000	2,014,856,325	97.14%	\$9,727,746.21	\$8,009,053.89	697,896	0.03%	97.18%	\$4.97	\$3.975
Apr-20	1,863,825,000	1,911,777,366	97.49%	\$9,263,210.25	\$7,599,315.03	271,200	0.01%	97.51%	\$4.97	\$3.975
May-20	2,084,924,000	2,141,838,951	97.34%	\$10,362,072.28	\$8,513,809.83	376,100	0.02%	97.36%	\$4.97	\$3.975
Jun-20	2,522,634,000	2,596,146,493	97.17%	\$12,537,490.98	\$10,571,508.52	731,078	0.03%	97.20%	\$4.97	\$4.072
Jul-20	2,782,507,000	2,872,440,835	96.87%	\$13,829,059.79	\$11,696,579.08	647,000	0.02%	96.89%	\$4.97	\$4.072
Aug-20	3,078,522,000	3,180,137,701	96.80%	\$15,300,254.34	\$12,949,520.72	3,694,350	0.12%	96.92%	\$4.97	\$4.072
Sep-20	2,427,570,000	2,510,646,051	96.69%	\$12,065,022.90	\$10,223,350.72	1,148,848	0.05%	96.74%	\$4.97	\$4.072
Oct-20	2,143,671,000	2,203,255,879	97.30%	\$10,654,044.87	\$8,971,657.94	748,000	0.03%	97.33%	\$4.97	\$4.072
Nov-20	1,897,985,000	1,957,960,123	96.94%	\$9,432,985.45	\$7,972,813.62	200,026	0.01%	96.95%	\$4.97	\$4.072
Dec-20	1,955,711,000	2,027,160,874	96.48%	\$9,719,883.67	\$8,254,599.08	348,955	0.02%	96.49%	\$4.97	\$4.072
Jan-21	1,988,344,000	2,040,857,402	97.43%	\$9,882,069.68	\$8,310,371.34	205,828	0.01%	97.44%	\$4.97	\$4.072
Feb-21	1,915,366,000	1,971,858,620	97.14%	\$9,519,369.02	\$8,029,408.30	290,224	0.01%	97.15%	\$4.97	\$4.072
Mar-21	1,986,888,000	2,055,661,022	96.65%	\$9,874,833.36	\$8,370,651.68	512,237	0.02%	96.68%	\$4.97	\$4.072
Apr-21	1,959,759,000	2,010,756,459	97.46%	\$9,740,002.23	\$8,187,800.30	1,013,926	0.05%	97.51%	\$4.97	\$4.072
May-21	2,331,364,000	2,401,447,849	97.08%	\$11,586,879.08	\$9,778,695.64	1,625,835	0.07%	97.15%	\$4.97	\$4.072
Jun-21	2,646,312,000	2,727,518,236	97.02%	\$13,152,170.64	\$11,226,465.06	872,815	0.03%	97.05%	\$4.97	\$4.116
Jul-21	2,661,520,000	2,750,318,994	96.77%	\$13,227,754.40	\$11,320,312.98	772,815	0.03%	96.80%	\$4.97	\$4.116
Aug-21	2,736,795,000	2,818,422,046	97.10%	\$13,601,871.15	\$11,600,625.14	458,555	0.02%	97.12%	\$4.97	\$4.116
Sep-21	2,616,212,000	2,698,022,374	96.97%	\$13,002,573.64	\$11,105,060.09	1,237,080	0.05%	97.01%	\$4.97	\$4.116
Oct-21	2,128,141,000	2,179,013,387	97.67%	\$10,576,860.77	\$8,968,819.10	396,147	0.02%	97.68%	\$4.97	\$4.116
Nov-21	1,896,311,000	1,961,815,221	96.66%	\$9,424,665.67	\$8,074,831.45	462,613	0.02%	96.68%	\$4.97	\$4.116
Dec-21	1,950,793,000	2,010,917,641	97.01%	\$9,695,441.21	\$8,276,937.01	382,031	0.02%	97.03%	\$4.97	\$4.116
Jan-22	2,046,043,000	2,110,214,643	96.96%	\$10,168,833.71	\$8,685,674.26	621,078	0.03%	96.99%	\$4.97	\$4.116
Feb-22	1,879,376,000	1,935,513,559	97.10%	\$9,340,498.72	\$7,966,573.81	247,750	0.01%	97.11%	\$4.97	\$4.116
Mar-22	1,990,472,000	2,061,912,643	96.54%	\$9,892,645.84	\$8,486,832.44	459,838	0.02%	96.56%	\$4.97	\$4.116
Apr-22	1,935,992,000	1,981,414,298	97.71%	\$9,621,880.24	\$8,155,501.25	285,652	0.01%	97.72%	\$4.97	\$4.116
May-22	2,276,513,000	2,344,221,635	97.11%	\$11,792,337.34	\$9,648,816.25	5,698,667	0.24%	97.35%	\$5.18	\$4.116
Jun-22	2,682,480,000	2,772,533,130	96.75%	\$13,895,246.40	\$11,982,888.19	690,925	0.02%	96.78%	\$5.18	\$4.322
Jul-22	2,804,661,000	2,892,532,635	96.96%	\$14,528,143.98	\$12,501,526.05	883,858	0.03%	96.99%	\$5.18	\$4.322
Aug-22	2,688,224,000	2,772,533,130	96.96%	\$13,925,000.32	\$11,982,888.19	906,806	0.03%	96.99%	\$5.18	\$4.322
Sep-22	2,415,535,000	2,474,643,822	97.61%	\$12,512,471.30	\$10,695,410.60	1,021,063	0.04%	97.65%	\$5.18	\$4.322
Oct-22	2,153,410,000	2,220,050,683	97.00%	\$11,154,663.80	\$9,595,059.05	2,891,786	0.13%	97.13%	\$5.18	\$4.322
TOTALS (1)	871,855,264,798	897,078,751,679	97.19%	\$2,081,395,392.33	\$1,843,208,506.28	858,488,744	0.10%	97.28%	\$2.39	\$2.055

(1) - SINCE MAY 1, 1992

(2) - REPRESENTS DU PAGE PUMP STATION, METER TESTING AND CONSTRUCTION PROJECT USAGE

(3) - DOES NOT INCLUDE FIXED COST PAYMENTS

YTD

Oct-21	15,120,344,000	15,574,742,886	97.08%	75,148,110	63,999,978			\$4.97	\$4.109
Oct-22	15,020,823,000	15,476,515,035	97.06%	77,807,863	66,406,588			\$5.18	\$4.291
	(99,521,000)	(98,227,851)		\$2,659,753	\$2,406,610				
	-0.7%	-0.6%		3.5%	3.8%				
Month									
Oct-21	2,128,141,000	2,179,013,387	97.67%	10,576,861	8,968,819			\$4.97	\$4.116
Oct-22	2,153,410,000	2,220,050,683	97.00%	11,154,664	9,595,059			\$5.18	\$4.322
	25,269,000	41,037,296		\$577,803	\$626,240				
	1.2%	1.9%		5.5%	7.0%				
Oct>Sept	(262,125,000)	(254,593,139)		(1,357,808)	(1,100,352)				



Resolution #: N/A

Account: 01-60-626000

Approvals: *Author / Manager / Finance / Admin*

CAP - CAP PDM

REQUEST FOR BOARD ACTION

Date: 10/31/2022

Description: **Authorization for the General Manager to engage in the option year of a three-year agreement with Sikich LLC for audit services at the DuPage Water Commission for a not to exceed amount of \$32,000**

Agenda Section: Finance Committee

Originating Department: Finance

This request would authorize the General Manager to engage in the additional 1-year option of a 3-year agreement with Sikich LLC for Audit Services at the DuPage Water Commission for a not to exceed amount of \$32,000 per year.

The proposal received from Sikich LLC includes a 5% increase in prices to a proposed cost of \$31,400 after holding prices unchanged for the past 3 years at \$29,900. The Commission has been very satisfied with the services from Sikich and feels this increase is acceptable in consideration of the current inflationary environment.

Recommended Motion:

To authorize the General Manager to engage in the option year of a three-year agreement with Sikich LLC for audit services at the DuPage Water Commission for a not to exceed amount of \$32,000.

1415 West Diehl Road, Suite 400
Naperville, IL 60563
630.566.8400

SIKICH.COM

October 18, 2022

The Honorable Chairman
Members of the Board of Commissioners
DuPage Water Commission
600 East Butterfield Road
Elmhurst, IL 60126-4642

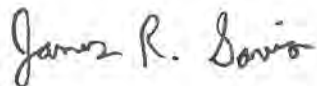
Dear Ladies and Gentlemen:

Sikich LLP appreciates being considered for reappointment as independent auditors for the DuPage Water Commission. We are prepared to commit the resources necessary to provide audit services to the Commission. We will not only perform the audit, but we will also provide governmental accounting and financial reporting expertise and technical assistance throughout the year. We understand the scope of the work to be performed and the timing requirements and are committed to performing the audit services within that timeframe.

Our proposed fee for the audit of the Commission's financial statements for the option year (April 30, 2023) as noted in our proposal dated September 7, 2020 is \$31,400.

We appreciate the opportunity to submit this proposal and look forward to continuing to serve the Commission.

Sincerely,

A handwritten signature in black ink that reads 'James R. Savio'.

James R. Savio, CPA, MAS
Partner



Resolution #: N/A

Account: 01-121102 and 01-121700

Approvals: *Author / Manager / Finance / Admin*

CAP - CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/8/2022

Description: Authorizing the Transfer of Funds from the Operating and Maintenance Account to the General Account

Agenda Section: Finance Committee

Originating Department: Finance

The request is to transfer funds into the General Account. The transfer would allow the Commission to invest the cash into higher interest bearing short term investments.

The request is to transfer \$5.0 million to the General Account from the Operating and Maintenance Account.

Recommended Motion:

Authorizing the Transfer of Funds from the Operating and Maintenance Account to General Account



Resolution #: R-72-22

Account: N/A

Approvals: *Author / Manager / Finance / Admin*

CAP - CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/4/2022

Description: A Resolution Amending and Restating the Investment Policy of the DuPage Water Commission

Agenda Section: Finance Committee

Originating Department: Finance

The Commission's Investment Policy was last updated on June 16, 2015. The proposed resolution amends the Commission's Investment Policy to expand the definition of corporate obligations as an authorized investment in section 7.0 d.

The changes include the following:

1. Deleting language referencing short-term and commercial paper.
2. Amending the language requiring a rating at one of the 3 highest classifications established by at least 2 standard rating services.
3. Add language specifying that no more than one-third of the Commission's funds may be invested in short-term obligations of corporations that mature in 270 days or less at the time of settlement and an additional one-third of the Commission's funds may be invested in obligations of corporations that mature between 270 days and three-years at the time of settlement.

Recommended Motion:

To adopt Resolution No. R-72-22

INVESTMENT POLICY

This policy authorizes the Commission to invest funds in certain authorized classes of securities. All persons from the Commission involved in the investment of public funds are to comply with the provisions relating to the deposit and investment of public funds. The purpose of this Statement of Investment Policy and Guidelines (this “Policy”) is to establish cash management and investment guidelines for the Commission. This Policy has been prepared in accordance with the Public Funds Investment Act (30 ILCS 235), Exhibit A.

1.0 POLICY

The Commission is responsible for the management of daily receipt and investment of cash and related accounting operations. The Treasurer is the Chief Investment Officer of the Commission and investments may be directed by the Treasurer, General Manager, Office designees, or outside professional fund managers, in accordance with this Policy.

It is the policy of the Commission to invest all funds under the control in a manner that provides the highest investment return using authorized instruments while meeting the Commission’s daily cash flow demands in conformance with this policy, its objectives, applicable ordinances and laws.

2.0 SCOPE OF POLICY:

This Policy applies to all investments held within and made on behalf of the Commission.

3.0 OBJECTIVES:

The primary objective in the investment of funds under control of the Commission is to ensure the safety of principal, while managing liquidity requirements of debt service and other financial obligations of the Commission, and providing the highest investment return using authorized investment instruments.

3.1 Safety.

The safety of principal is the foremost objective of the investment program. Commission investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the portfolio. To attain this objective, diversification is required to ensure that the Commission prudently manages market, interest rate and credit risk. Each investment purchase shall be limited to those defined as eligible under this Policy.

3.2 Liquidity.

The investment portfolio shall remain sufficiently liquid to enable the Commission to meet all operating requirements that might be reasonably anticipated. Unless otherwise authorized by the Board, all investments shall be fully payable as to principal and interest within five years from the date of purchase. The only exception will be in regards to investments within the Long-Term Water Capital Reserve Fund which may include investments that shall be fully payable as to principal and interest within ten years from the date of purchase due to the longstanding nature of the reserve fund; provided, however, that such investments shall have a maximum five-year weighted average maturity. For U.S. Government Agency Mortgage Backed Securities (MBS), the 5 year maturity limit will be the weighted average life (WAL) calculation, rather than final maturity.

3.3 Return on Investments.

The investment portfolio shall be designed to obtain the highest available return, taking into account the Commission’s investment risk constraints and cash flow needs. The Commission shall seek to obtain the highest available return using authorized investments.

4.0 STANDARD OF CARE:

To accomplish the objectives of the Commission, all authorized persons engaged in the investment process will perform their duties responsibly in accordance with the following standard:

“Investments shall be made with care, skill, prudence, and diligence under the circumstances then prevailing, specifically including, but not limited to, the general economic conditions and the anticipated needs of the Commission, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of investing funds of like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Commission.”

The standard of care to be used by the Commission shall be the “prudent investor” standard and shall be applied in the context of managing an overall portfolio. Those involved in investing shall: (i) act in accordance with written procedures and this Policy, (ii) exercise due diligence, (iii) prepare all reports in a timely fashion and (iv) exercise appropriate action to control adverse developments.

5.0 OPERATIONAL GUIDELINES:

5.1 Particular Fund Investments:

The Commission requires that any investments of a particular restricted account be credited to that account. Principal and interest shall be credited to the particular restricted account so invested. Any two of the following four officials, 1) General Manager, 2) Treasurer, 3) Finance Committee Chairman, and 4) Commission Chairman, may transfer ownership of any security purchased with monies of a particular restricted account to another restricted or unrestricted account of the Commission. The particular restricted account originally invested shall be credited with the amount of the principal and accrued interest up to the date of the transfer of ownership of such security from that particular restricted account to the other restricted/unrestricted account.

5.2 Competitive Bidding:

At least three (3) competitive bids are to be solicited on most investment transactions made by the Commission. Bids/quotes and markups or discounts need to be consistent with prevailing institutional trades at the time of each transaction and are to be compared to market quotations for the same type and maturity investment. In certain emergency circumstances, the Commission may solicit less than three (3) competitive bids. The guiding principle with choosing any bid for any investment transaction made by the Commission is the quality of the bid and the assurance that the bidder can complete the investment transaction.

5.3 Selection of Investment Advisors and Money Managers:

The services of investment advisors and money managers shall only be employed after the solicitation of at least three written quotations and, as required by the Commission’s By-Laws, as amended, approved by the Board of Commissioners pursuant to the majority affirmative vote of all of the Commissioners, including the votes of at least 1/3 of the Commissioners appointed by the Chairman of the DuPage County Board and at least 40% of the Commissioners appointed by the groups of mayors as provided in the Water Commission Act of 1985, 70 ILCS 3720/0.001 et seq.

6.0 ETHICS AND CONFLICT OF INTEREST:

It is the policy of the Commission that no person acting on behalf of the investment function shall, in any manner, have any interest, either directly or indirectly in, or receive in any manner compensation from, any investments in which the Commission is authorized to invest; or have any interest, either directly or indirectly in, or receive, in any manner, compensation of any kind from, the sellers, sponsors or managers

of such investments. Officers and other staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

7.0 AUTHORIZED INVESTMENTS:

The Board has authorized the following types of investments subject to the provisions of the Public Funds Investment Act (30 ILCS 235) and other applicable law:

The investment portfolio will be diversified to avoid incurring undue concentration in securities of one type or securities of one financial institution or maturities.

- a. Bonds, notes, certificates of indebtedness, treasury bills, or other securities now or hereafter issued, which are guaranteed as to the payment of principal and interest by the full faith and credit of the United States of America.

Maximum Aggregate Position No Limit

- b. Bonds, notes, debentures, or other similar obligations of the United States of America or its agencies and its instrumentalities.

Maximum Aggregate Position No Limit, except for obligations classified as supranational securities, which shall be limited to a maximum aggregate position of 5% of total portfolio. For purposes of this Policy, "supranational securities" shall mean obligations issued by a multinational development institution, when the United States is, by virtue of legislation enacted by the United States Congress, a member thereof, including, but not limited to:

- International Bank for Reconstruction and Development (World Bank) (22 USC 286 *et seq.*);
- International Finance Corporation (22 USC 282 *et seq.*);
- Inter-American Development Bank (22 USC 283 *et seq.*);
- African Development Bank (22 USC 290i *et seq.*);
- Asian Development Bank (22 USC 285 *et seq.*);
- European Bank of Reconstruction and Development (22 USC 290l *et seq.*)

- c. Interest-bearing savings accounts, certificates of deposit, time deposits, or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act, the deposits of which are insured by the Federal Deposit Insurance Corporation. Any such investments made in excess of such deposit insurance shall be secured as provided in Section 10.0.

Maximum Aggregate Position 50% of total portfolio

- d. ~~Short-term~~ Obligations of corporations (~~Commercial Paper~~) organized in the United States of America with assets exceeding \$500,000,000; obligations must be rated at the time of purchase at one of the 3 highest classifications established by at least 2 standard rating services A1/P1 or better by Standard & Poor's and Moody's, respectively, and must mature not later than ~~270 days~~ 3 years from the settlement date of purchase; the Board's investment in the ~~short-term~~ obligations of a single issuer shall not exceed 10% of that corporation's outstanding obligations. No more than one-third of the Commission's funds may be invested in short term obligations of corporations that mature in 270 days or less at the time of settlement and an additional one-third of the Commission's funds may be

invested in obligations of corporations that mature between 270 days and three years at the time of settlement.

Maximum Position with Single Issuer 5% of total portfolio
Maximum Aggregate Position ~~3367~~% of total portfolio

- e. Money market mutual funds registered under the Investment Company Act of 1940, as from time to time amended; the portfolio of any such money market fund must be limited to obligations specified in subsection [a] or [b] of this section and to agreements to repurchase such obligations. All underlying securities of the fund must mature within twelve months or less, and the fund must maintain a weighted average portfolio maturity of 90 days or less. Prospectuses must be on file, reviewed, and approved before investing.

Maximum Aggregate Position No Limit

- f. Shares or other forms of securities legally issuable by savings and loan associations incorporated under the laws of any state or of the United States of America, the shares or investment certificates of which are insured by the Federal Deposit Insurance Corporation. Any such investments made in excess of such deposit insurance shall be secured as provided in Section 10.0.

Maximum Aggregate Position 50% of total portfolio

- g. Dividend-bearing share accounts, share certificate accounts, or other such class of share accounts of a credit union chartered under the laws of the State of Illinois or of the United States of America, provided that deposits are insured by applicable law and that the credit union's principal office is located within the State of Illinois. Any such investments made in excess of such deposit insurance, shall be secured as provided in Section 10.0

Maximum Aggregate Position 25% of total portfolio

- h. Subject to the limitation of Section 12 of the Local Government Debt Reform Act, 30 ILCS 350/12, interest bearing bonds of any county, township, city, village, incorporated town, municipal corporation, or school district, of the State of Illinois, or any other state, or of any political subdivision or agency of the State of Illinois or of any other state, if the interest earned thereon is tax-exempt under federal law. The bonds shall be registered in the name of the Commission or held under a custodial agreement at a bank. The bonds shall be rated at least A- by Standard and Poor's or A3 by Moody's at the time of purchase.

Maximum Aggregate Position 25% of total portfolio

- i. Any other suitable investment instrument permitted by applicable state laws governing public investments subject to the reasonable exercise of prudence in making investments of public fund.

8.0 **BOND ORDINANCES:**

The provisions and restrictions of any bond ordinance(s) of the Commission regarding permitted investments must be observed during the time that any bonds of the Commission authorized by said ordinance(s) are outstanding.

9.0 INVESTMENT RESTRICTIONS:

The Commission will not utilize investment of leveraged transactions, financial forwards, futures, hedged investments, index amortizing notes, dual index notes, de-leveraged bonds, range bonds, inverse floaters, and any other financial derivative. The Commission is not authorized, without the approval of the Board, to (i) invest in financial agreements whose returns are linked to or derived from the performance of some underlying asset such as bonds, currencies or commodities products, or (ii) borrow against or otherwise obligate Commission investments. No investment maturity can be longer than 5 years except as otherwise authorized by the Board per Section 3.2.

10.0 COLLATERALIZATION:

In order to protect the Commission's deposits, depository institutions are to maintain collateral pledges on Commission certificates of deposit during the term of the deposit of at least 102% of marketable U.S. government or approved securities or surety bonds issued by top-rated insurers. Collateral is required as security for any amount in excess of the federal deposit insurance limit. The collateral required to secure Commission funds must be held in safekeeping and pursuant to collateral agreements which would prohibit release or substitution of pledged assets without proper written notification and authorization of the Treasurer or General Manager. However, substitutions may be made without prior approval from the Commission provided: security types are of the type allowed for collateralization in the Policy, the market value of the securities to be substituted is at least equal to the amount withdrawn; notification is given to the Treasurer or General Manager; and the custodian has not received any prior notification from the Treasurer or General Manager prohibiting substitution. Repurchase agreements must also be collateralized in an amount of 102% of market value of principal and accrued interest.

The final maturity of acceptable collateral pledged shall not exceed 60 months. Collateral pledged for repurchase agreements shall be marked to market at least weekly during the term of the agreement. Additional collateral will be required when the ratio falls below the level required.

11.0 SAFEKEEPING AND CUSTODY:

All securities and collateral will be held by a third party custodian designated by the Commission and evidenced by safekeeping receipts. Safekeeping will be documented by an approved written agreement. This may be in the form of a safekeeping agreement, trust agreement, escrow agreement or custody agreement.

12.0 DIVERSIFICATION:

A variety of financial instruments and maturities, properly balanced, will help to ensure liquidity and reduce risk or interest rate volatility and loss of principal. Diversifying investments and maturities will avoid incurring unreasonable risks in the investment portfolio regarding specific security types, issuers or individual financial institutions.

13.0 INTERNAL CONTROLS:

The Commission shall maintain a system of internal controls and written operational procedures that shall be documented. The controls shall be designed to prevent the loss of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in financial markets or imprudent actions by authorized investment officers.

In addition, the Commission has established a system of internal controls to ensure that staff positions and functional duties are adequately segregated for separation of duties between the investment and accounting operations.

These controls shall be tested and reviewed periodically by external auditors during the audit.

14.0 PERFORMANCE EVALUATION:

The Commission will utilize the following benchmarks as appropriate to determine whether market average yields are being achieved:

Account	Benchmark
General Account	BoA/Merrill Lynch 3-Month U.S. Treasury Bill Index
Sales Tax	BoA/Merrill Lynch 1 – 3 Year U.S. Treasury Index
Operating Reserve Fund	BoA/Merrill Lynch 1 – 5 Year U.S. Treasury Index
Capital Reserve Fund	BoA/Merrill Lynch 1 – 3 Year U.S. Treasury Index
Long-Term Water Capital Reserve Fund	BoA/Merrill Lynch 1 – 10 Year U.S. Treasury Index

For all other funds (i.e., the Interest and Principal accounts), the rate of return should equal or exceed the rate of return on Treasury securities of like maturities and like purchase dates.

15.0 REPORTING:

The Commission shall record all investment transactions. A written report will be generated monthly for internal purposes listing all active investments by class or type, maturity of investments, book value, interest rate, income earned, including the fair market value of all investments as of the report date and other pertinent information deemed necessary. This report will be submitted to the General Manager of the Commission for distribution to the Board no less than on a quarterly basis pursuant to the Public Funds Investment Act.

16.0 POLICY ADOPTION AND AMENDMENT:

This Policy shall be adopted by a resolution of the Board. This Policy may be reviewed from time to time and amended upon approval of the Board.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-72-22

A RESOLUTION AMENDING AND RESTATING THE INVESTMENT POLICY OF THE
DuPAGE WATER COMMISSION

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq., and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, Resolution No. R-16-15 amended and restated the Investment Policy of the DuPage Water Commission on June 16, 2015 (the “Investment Policy”); and

WHEREAS, the Board of Commissioners of the DuPage Water Commission has determined that it is reasonable, necessary, and desirable, and in the best interest of the Commission, to further amend and update the Investment Policy.

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: Adoption. The Investment Policy of the DuPage Water Commission shall be and is hereby amended and restated so that said Investment Policy shall hereafter be and read as set forth in Exhibit 1 attached hereto and by this reference incorporated herein and made a part hereof.

SECTION THREE: Repealer. All resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Broda, J.				
Fennell, J.				
Gans, R.				
Gustin, P.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Zay, J.				

ADOPTED THIS ___ DAY OF _____, 2022.

James Zay, Chairman

ATTEST:

Danna Mundall, Clerk



Ordinance #: O-4-22

Account: Not Applicable

Approvals: *Author / Manager / Finance / Admin*

RCB RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/10/2022

Description: An Ordinance Approving and Authorizing the Execution of a Water Purchase and Sale Agreement Between the DuPage Water Commission and Aqua Illinois for the Aqua Illinois-Oak Brook Unit System and an Interim Water Supply Agreement between the DuPage Water Commission, the Village of Oak Brook and Aqua Illinois

Agenda Section: Administration Committee

Originating Department: Administration

In 2019, the Village of Oak Brook approached the Commission to seek input on the Village's plan to sell off certain portions of the Village's Unit System (the "Zones"), that lay outside of their municipal limits, to the privately owned utility company, Aqua Illinois.

After research by legal counsel, Staff has determined that the sale of said Zones of the Village's Unit System are not in conflict with the terms and condition of the Charter Customer Agreement. The Village and Aqua Illinois entered into an Asset Purchase Agreement for the Zones as of April 27, 2021.

Staff has been working on developing the contractual means and methods to serve the needs of the Commission, the Village, and the Aqua Illinois Zones. The Water Purchase and Sale Agreement, attached as Exhibit 1 to this ordinance provide the details which are substantially in the same form as all other Water Purchase and Sale Agreements for Subsequent Customers. The singular variation from all other Subsequent Customer Agreements is delineated within the Interim Water Supply Agreement between the Commission, the Village and Aqua Illinois, attached to this ordinance as Exhibit 2.

The Interim Water Supply Agreement would allow for the Zones to be continually served by the Village until such time as Aqua Illinois connects the Zones to the Commissions waterwork system or as an alternative, successfully negotiate with an existing Contract Customer to supply the Aqua Illinois Zone's full water requirement and disconnect from the Village's system, however with a time limit of three (3) years.

Early stages of discussion between the Commission and Staff centered around the risk of the Commission losing its tax-exempt status if it were to sell more than five percent (5%) of its water to private entities. In taking on the Aqua Illinois Oak Brook transfer zones and considering the loss of sales to the Village of Oak Brook, the recalculation of the percentage of Commissions sales to private entities increases Commission sales to private entities from 2.43% to 3.12%. This is based on the most recent and best available data.

Finally, while Aqua Illinois endeavors to receive their own Lake Michigan water allocation from the Illinois Department of Natural Resources (IDNR), of which the Buy-In costs and water storage requirements are calculated, the Interim Water Supply Agreement dictates that the Village of Oak Brook's registered retail water sales to the affected customers will be utilized to determine the interim Buy-In costs. Once Aqua Illinois receives their IDNR allocation, the Buy-In costs will be adjusted accordingly. Using the Oak Brook's registered retail water sales for 2012, the calculated Capital Risk Recovery Charge (the Buy-In) at this time equates to \$2,360,107.00. In addition, Aqua Illinois is responsible for all costs related to legal, engineering and construction of Commission Connection Facilities in escrow in the sum of 125% of estimated costs.

In accordance with the Subsequent Customer Agreement, the Chairman shall not sign the agreement unless all contractually required documentation is received by the Commission including the Capital Risk Recovery Charge (the Buy-In).

Recommended Motion:

To adopt Ordinance O-4-22

DUPAGE WATER COMMISSION

ORDINANCE NO. O-4-22

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A WATER PURCHASE AND SALE AGREEMENT BETWEEN THE DUPAGE WATER COMMISSION AND AQUA ILLINOIS FOR THE AQUA ILLINOIS-OAK BROOK UNIT SYSTEM AND AN INTERIM WATER SUPPLY AGREEMENT BETWEEN THE DUPAGE WATER COMMISSION, THE VILLAGE OF OAK BROOK AND AQUA ILLINOIS

WHEREAS, the DuPage Water Commission (the “Commission”) was formed and exists pursuant to the Water Commission Act of 1985 (70 ILCS 3720/1 *et seq.*) and Division 11 of Article 135 of the Illinois Municipal Code (65 ILCS 5/11-135-1 *et seq.*) (collectively the “Act”) for the purpose of financing, constructing, and operating a water supply system to serve its Charter Customers and other customers in DuPage County with a common source of supply of water from Lake Michigan; and

WHEREAS, the Village of Oak Brook owns and operates a waterworks system known as the Village of Oak Brook Unit System which services five discreet and non-contiguous zones outside of its municipal boundaries ; and

WHEREAS, the Village of Oak Brook has entered into an Asset Purchase Agreement with Aqua Illinois to transfer the ownership of the five discreet and non-contiguous zones; and

WHEREAS, Aqua Illinois desires to purchase Lake Michigan water from the Commission; and

WHEREAS, the Commission and Aqua Illinois have each determined that it is in their respective best interests to enter into a Water Purchase and Sale Contract in substantially the form attached hereto and by this reference incorporated herein and made a part of as Exhibit 1; and

WHEREAS, the Commission, Oak Brook and Aqua Illinois have each determined that it is in their best interests to enter into an Interim Water Supply Agreement in substantially the form attached hereto and by this reference incorporated herein and made part of as Exhibit 2; and

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

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

SECTION TWO: A Water Purchase and Sale Contract between the DuPage Water Commission and Aqua Illinois for the Aqua-Oak Brook Unit System, in substantially the form attached hereto as Exhibit 1, is hereby approved.

SECTION THREE: An Interim Water Supply Agreement between the DuPage Water Commission, the Village of Oak Brook and Aqua Illinois, in substantially the form attached hereto as Exhibit 2, is hereby approved.

SECTION FOUR: The Chairman of the DuPage Water Commission shall be and hereby is authorized to and directed to execute a Water Purchase and Sale Contract with Aqua Illinois in substantially the form attached hereto as Exhibit 1; provided, however, that said Water Purchase and Sale Contract shall not be so executed on behalf of the DuPage Water Commission unless and until the Chairman shall have been presented with copies of the completed Water Purchase and Sale Contract executed by Aqua Illinois.

SECTION FIVE: The Chairman of the DuPage Water Commission shall be and hereby is authorized to and directed to execute an Interim Water Supply Agreement with the Village of Oak Brook and Aqua Illinois in substantially the form attached hereto as Exhibit 2; provided, however, that said Interim Water Supply Agreement shall not be so executed on behalf of the DuPage Water Commission unless and until the Chairman shall have been presented with copies of the completed Interim Water Supply Agreement executed by both the Village of Oak Brook and Aqua Illinois and, Aqua Illinois has paid in full the required Capital Cost Recovery Charges.

SECTION SIX: Upon execution by the Chairman, the Water Purchase and Sale Contract, the Interim Water Supply Agreement and all other things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

SECTION SEVEN: This Ordinance shall be in full force and effect from and after its adoption by a majority affirmative vote of all the Commissioners including the affirmative vote of at least 1/3 of the Commissioners appointed by the County Board Chairman and 40 percent of the Commissioners appointed by the Mayors.

Ordinance No. O-4-22

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Broda, J.				
Fennell, J.				
Gans, R.				
Gustin, P.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Zay, J.				

ADOPTED this _____ day of _____, 2022

James Zay, Chairman

ATTEST:

Danna Mundall, Clerk

O-4-22

EXHIBIT 1

PURCHASE AND SALE CONTRACT

O-4-22
EXHIBIT 1

DuPAGE WATER COMMISSION WATER
PURCHASE AND SALE CONTRACT

Between

The DuPage Water Commission

and

Aqua Illinois, Inc.

FOR the AQUA-OAK BROOK SYSTEM

DATED: _____, 2022

O-4-22
EXHIBIT 1

DuPAGE WATER COMMISSION
WATER PURCHASE AND SALE CONTRACT WITH
AQUA ILLINOIS, INC. for the
AQUA-OAK BROOK SYSTEM

Table of Contents

SECTION	PAGE
SECTION 1. PREAMBLES	8
SECTION 2. DEFINITIONS.	8
SECTION 3. WATER SUPPLY	17
A. Agreement to Sell and Purchase	17
B. Beginning of Obligations to Deliver and Receive Lake Water	17
C. Closing Contingency	17
D. Limits on Supply	17
E. Additional Subsequent Customers	17
F. Emergency or Maintenance Turn-Off	18
G. Curtailment; Emergency Use of Other Sources	19
H. Water Quality	19
SECTION 4. DELIVERY; STORAGE; DISTRIBUTION; CONSERVATION.	20
A. Aqua-Oak Brook System Connection Facilities	20
B. Alternate Delivery Through Contract Customer Facilities	20
C. Interim Water Deliveries	21
D. Construction and Operation of Emergency Interconnections	22
E. Storage	25
F. Surges and Back-Flows	26
G. Maintenance of System; Water Quality; Prevention of Waste	26
SECTION 5. MEASURING EQUIPMENT.	26
A. Metering Station and Instrumentation	26
B. Records	27
C. Calibration	27

O-4-22
EXHIBIT 1

SECTION	PAGE
D. Check Meters	28
E. Meter Malfunctions	28
F. Removal of Metering Station and SCADA System Facilities	29
SECTION 6. UNIT OF MEASUREMENT.	29
SECTION 7. PRICES AND TERMS OF PAYMENT.	30
A. Operation and Maintenance Costs Payment	30
B. Fixed Costs Payment	30
C. Connection Facilities Cost Payment.	31
D. Capital Cost Recovery Charge Payment	33
E. Underconsumption Costs Payment	33
F. Default Shares	34
G. Bills and Due Date	34
H. Disputed Payments	34
I. Interest on Overdue Payments	35
J. Security Deposit	36
K. Enforcement of Provisions Hereof By Other Customers	36
L. Beginning of Obligation to Pay	37
M. Provisions in Lieu of Water Allocation	37
SECTION 8. SPECIAL CONDITIONS AND COVENANTS	37
A. Construction of Commission Connection Facilities; No Delay Damages; Supply of Lake Water	38
B. Lake Water Only; Costs	38
C. Title to Lake Water	39
D. Emergency Supply	39
E. Covenants to Be Set Out in Bond Ordinance	39
F. Payments Hereunder an Operation Expense of Aqua System	39
SECTION 9. ADDITIONAL AQUA-OAK BROOK COVENANTS.	40
A. Maintenance of Corporate Existence	40

O-4-22
EXHIBIT 1

SECTION	PAGE
B. Maintenance and Operation of Aqua-Oak Brook System	40
C. Rate Covenant	41
D. Future Subordination of Obligations	42
E. General Covenant to Operate Properly	42
F. Accounting and Audit	42
G. Maintain Ownership of Aqua-Oak Brook System	42
H. Sale, Lease, Mortgage, or other Encumbrance of Aqua-Oak Brook System	42
I. Insurance	43
J. Continue to Serve	44
K. Maintain Water Allocation	44
L. Release and Indemnification	44
M. Rate of Withdrawal	45
N. Aqua Not Barred from Contracting	45
SECTION 10. SCHEDULE FOR COMPLETION OF VARIOUS FACILITIES.	45
A. Plans and Specifications for Aqua-Oak Brook System Connection Facilities	45
B. IEPA and Other Approvals For Aqua-Oak Brook System Connection Facilities	45
C. Commencement of Construction of Aqua-Oak Brook System Connection Facilities	45
D. Plans and Specifications for Water Storage Facilities.	46
E. IEPA and Other Approvals for Water Storage Facilities	46
F. Commencement of Construction of Water Storage Facilities	46
G. Transfer of Property Rights	47
H. Commencement of Construction of Commission Connection Facilities	46
I. Illustrative Schedule of Events	47
SECTION 11. ASSIGNABILITY.	47
SECTION 12. TRANSFER WITHOUT CONSENT, DISSOLUTION, INSOLVENCY, OR IMPAIRMENT OF OBLIGATIONS	48

O-4-22
EXHIBIT 1

SECTION	PAGE
SECTION 13. FORCE MAJEURE.	49
SECTION 14. COMMISSION DEFAULTS	49
SECTION 15. AQUA OBLIGATION UNCONDITIONAL.	50
SECTION 16. COOPERATION IN CONSTRUCTION; EASEMENTS.	51
SECTION 17. TAX COVENANTS	51
SECTION 18. COOPERATION IN ISSUANCE OF BONDS.	51
SECTION 19. REGULATORY BODIES	52
SECTION 20. OTHER WATER SUPPLIERS.	53
SECTION 21. NOTICES; EVIDENCE OF ACTIONS	53
A. Notices	53
B. Evidence of Actions	53
SECTION 22. EFFECTIVE DATE; ICC APPROVAL; TERM.	54
A. Effective Date	54
B. ICC Approval	54
C. Term	54
SECTION 23. REGULATORY PROCEEDINGS	55
SECTION 24. GOVERNING LAW.	55
SECTION 25. MISCELLANEOUS	55
A. Waiver	55
B. Partial Invalidity	56
C. Payment of Interest Costs	56
D. Commission Remedies	56
SECTION 26. MODIFICATIONS OR AMENDMENTS	57
SECTION 27. EXHIBITS INCORPORATED	57
SECTION 28. EXECUTION IN COUNTERPARTS	57

O-4-22
EXHIBIT 1

DuPAGE WATER COMMISSION
WATER PURCHASE AND SALE CONTRACT WITH
AQUA ILLINOIS INC.
FOR THE AQUA-OAK BROOK SYSTEM

This Water Purchase and Sale Contract (also referred to herein as this “Agreement” or the “Subsequent Customer Contract”), dated as of _____, 2022, by and between the DuPAGE WATER COMMISSION, DuPage, Cook, and Will Counties, State of Illinois (the “Commission”), a county water commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., and the Water Commission Act of 1985, 70 ILCS 3720/1 et seq. (collectively, the “Act”), and AQUA ILLINOIS, INC. a corporation duly organized and existing under the laws of the State of Illinois and a public utility within the meaning of Section 3-105 of the Public Utilities Act, 220 ILCS 5/1-101 et seq. (“Aqua”),

WITNESSETH:

WHEREAS, the Commission has been organized under the Act to supply water within its territorial limits; and

WHEREAS, the Village of Oak Brook (“the Village”) is a Charter Customer of the Commission; and

WHEREAS, the Village, an Illinois municipality owns and operates a waterworks system that consists of: (i) a distribution system within the Village municipal boundaries and, a connected waterworks system that includes five discreet and non-contiguous zones located outside the municipal boundaries of the Village, such discreet and non-contiguous system zones being described in Exhibit A attached to this Contract; and

WHEREAS, Aqua and the Village are parties to a certain Asset Purchase Agreement dated April 27, 2021 (“APA”), whereby Aqua has proposed to purchase and subsequently own, operate and maintain the five discreet and non-contiguous zones located outside the municipal boundaries of the Village described in Exhibit A (the “Acquired System”) from the Village of Oak Brook pursuant and subject to the terms of the APA upon which such Acquired System shall become the

EXHIBIT 1

“Aqua-Oak Brook System” herein, as may be extended or improved from time to time to meet the potable water requirements of all residents and businesses served by the Aqua-Oak Brook System; and

WHEREAS, the closing of the APA is contingent upon approval and execution of this Water Purchase and Sale Contract, amongst other obligations between Aqua and the Village as stated in the APA; and

WHEREAS, Aqua has applied for from the State of Illinois Department of Natural Resources, Office of Water Resources (IDNR), the successor to the responsibilities of the State of Illinois Department of Transportation, Division of Water Resources, a water allocation for the Aqua-Oak Brook System; and

WHEREAS, the Commission has entered into a Lake Michigan Water Contract to purchase Lake Michigan water sufficient to meet the water supply needs of the Commission and its customers (the "Lake Michigan Water Contract"); and

WHEREAS, the Commission has issued and sold and further proposes to issue and sell Bonds (as defined in Section 2 below) from time to time during the term of this Contract in sufficient amounts for the payment of the costs of its project of acquiring, designing, constructing, and maintaining its Waterworks System (as defined in Section 2 below); and

WHEREAS, such Bonds have been and will be issued from time to time by the Commission pursuant to Bond Ordinances (as defined in Section 2 below) adopted by the Commission; and

WHEREAS, Aqua recognizes that the Commission will incur certain additional costs in adding the Aqua-Oak Brook System to the Waterworks System; and

WHEREAS, by the execution of this Contract, Aqua is surrendering none of its rights to the ownership and operation of the Aqua-Oak Brook System, except as expressly provided for, and only to the limited extent so provided for, in this Contract, and the Commission is surrendering

O-4-22
EXHIBIT 1

none of its rights to the ownership and operation of its Waterworks System, but each expressly asserts its continued right to operate such systems; and

WHEREAS, Aqua recognizes that the Commission may use this Contract as the basis, in part, for obtaining loans from time to time to be evidenced by the issuance of its Bonds; and for payment of the principal of and the premium, if any, and interest on such Bonds; and as the means for the payment of its maintenance and operating expenses; and for such purposes as may be authorized by applicable statutes or required in any Bond Ordinance adopted by the Commission authorizing issuance of Bonds; and

WHEREAS, Aqua recognizes that the Commission may in the future enter into contracts with other customers; and

WHEREAS, Aqua recognizes that the Commission has represented and covenanted that its Bonds are not and will not become an issue of private activity bonds and that Aqua may therefore be restricted in its use of the Waterworks System; and

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the Commission and Aqua hereby agree as follows:

SECTION 1. PREAMBLES.

The preambles hereto are hereby incorporated herein by this reference and are made fully a part of this Contract.

SECTION 2. DEFINITIONS.

The following words and phrases shall have the following meanings when used in this Contract.

A. "Act" means Article 11, Division 135 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., and the Water Commission Act of 1985, 70 ILCS 3720/1 et seq.

B. "Aggregate Costs" means Operation and Maintenance Costs, Fixed Costs, and Underconsumption Costs, collectively, as defined herein.

O-4-22
EXHIBIT 1

C. “APA” means that certain Asset Purchase Agreement dated April 27, 2021, between Aqua and the Village whereby Aqua is to purchase and subsequently own the Village Divested Systems from the Village of Oak Brook pursuant and subject to the terms of the APA upon which such Village Divested Systems shall become the “Aqua-Oak Brook System” herein.

D. “Aqua” means Aqua Illinois, Inc., an Illinois corporation

E. “Aqua-Oak Brook System” means the five zone Systems of the Aqua System described in Aqua’s application to the Illinois Commerce Commission Certificates of Public Convenience and Necessity listed in Exhibit C attached to this Contract as well as any extensions or improvements of those systems as may be approved by additional or amended Illinois Commerce Commission Certificates of Public Convenience and Necessity; provided, however, that no such System shall be considered part of the “Aqua-Oak Brook System” for purposes of this Contract unless and until, and then only to the extent that, it has been approved for delivery of Lake Water by the Illinois Commerce Commission.

F. “Aqua-Oak Brook System Connection Facilities” means those portions of the Aqua-Oak Brook System, lying downstream from the Commission Connection Facilities.

G. “Average Charter Customer Rate Per 1,000 Gallons” means Total Charter Customer Revenue divided by Total Charter Customer Use.

H. “Bond Ordinances” means all of the Commission's ordinances and resolutions under which the Commission has or will authorize the issuance of, or issue, Bonds.

I. “Bonds” means Revenue Bonds and Other Bonds.

J. “Capital Cost Recovery Charge” means the amount necessary, pursuant to Section 0.02 of the Water Commission Act of 1985 (as added by Public Act 093-0226) and Commission Resolution No. R-79-04, entitled “A Resolution Expressing the Policy of the DuPage Water Commission Regarding the New Subsequent Customer Pricing Methodology,” to recover Aqua’s proportionate share of Original Capital Costs less Rebates, where Aqua’s proportionate share of

EXHIBIT 1

Original Capital Costs less Rebates is that proportion of Original Capital Costs less Rebates which Aqua's Full Water Requirements for a one calendar year period encompassing 2021-2022 as reported by the Village for the Aqua Zones bears to the sum of the Full Water Requirements or Minimum Take or Pay Requirements (as defined in the Charter Customer Contract), as applicable, of all of the Commission's Contract Customers for such two years which the parties agree shall be \$2,360,107.00 based on the method of calculating such amount illustrated in Exhibit F attached to this Contract.

K. "Charter Customer Contract" means the Water Purchase and Sale Contract between the Commission and the Charter Customers dated as of June 11, 1986.

L. "Charter Customer Facilities" means all of the feeder mains, metering stations, and pressure adjusting stations constructed as of May 1, 1992, solely for the purpose of initially connecting the Charter Customers to the Waterworks System.

M. "Charter Customers" means the units of local government (not including the Commission) that are parties to the Charter Customer Contract, excluding, however, any such unit of local government whose rights and obligations under such Contract have been terminated.

N. "Closing" or "Closing of the APA" means closing of the APA whereby Aqua is owner of the Aqua-Oak Brook System.

O. "Commission" means the DuPage Water Commission, DuPage, Cook, and Will Counties, State of Illinois.

P. "Commission Connection Facilities" means the portions of the Waterworks System constructed by the Commission to initially connect the Aqua-Oak Brook Zones to the existing Waterworks System, which facilities are depicted in Exhibit B-2 to this Contract, as such facilities may be relocated, replaced, extended, or improved from time to time. The Commission Connection Facilities include, among other items, a metering station, including pipelines and equipment appurtenant thereto, and SCADA System facilities attributable to the Aqua-Oak Brook System, including equipment appurtenant thereto

EXHIBIT 1

Q. "Connection Facilities" means the Aqua-Oak Brook System Connection Facilities and the Commission Connection Facilities.

R. "Connection Facilities Cost" means the full actual cost incurred by the Commission in connection with (i) the design, bidding, contracting, managing, and actual construction, installation, removal, relocation, replacement, extension, or improvement of the Connection Facilities, including without limitation equipment required for the operation of the Connection Facilities and all administrative, financing, supervisory, inspection, engineering, surveying, and legal fees, costs, and expenses associated therewith; (ii) the acquisition and divestment of lands, easements, and rights of way over land and waters necessary for the construction, installation, removal, relocation, replacement, extension, and improvement of the Connection Facilities, and all administrative, title, surveying, and legal fees, costs, and expenses associated therewith; and (iii) the review and processing of plans and agreements for the construction, installation, removal, relocation, replacement, extension, and improvement of the Connection Facilities and in connection with the negotiation, preparation, consideration, and review of this Contract, including without limitation all legal, engineering, consulting, and administrative fees, costs, and expenses associated therewith.

S. "Contract" means this Water Purchase and Sale Contract.

T. "Contract Customers" means the Charter Customers, Aqua, and every other entity with whom the Commission has entered into, or may in the future enter into, a contract or agreement for the sale by the Commission of Lake Water to that entity, except only contracts and agreements providing for the delivery of Lake Water during times of emergency only.

U. "Days" means calendar days.

V. "Earned Interest Rate" means, with respect to each Interest Period under this Contract, the highest monthly average yield to maturity interest rate earned by the Commission (total funds) as reported monthly on the Commission's Schedule of Investments for the immediate preceding fiscal year (May 1 – April 30) as determined by the Commission, which determination

EXHIBIT 1

shall be conclusive and binding upon Aqua absent manifest error, but the effective date of any change in the Earned Interest Rate shall, for purposes hereof, be the first day of May following such Determination Date.

W. "Emergency Interconnections" means, as it applies to the Aqua-Oak Brook System, any existing or anticipated distribution system emergency use only interconnections between the Aqua-Oak Brook System and the Village or any other Contract Customer.

X. "Fiscal Year" means the fiscal year of the Commission.

Y. "Fixed Costs" means an amount sufficient at all times to pay the principal of and the premium, if any, and interest on any Revenue Bonds, to provide reserves required therefor, to provide an adequate depreciation fund for the Waterworks System, to comply with the covenants of all Revenue Bond Ordinances, and to pay reasonable capital costs necessary to carry out the corporate purposes and powers of the Commission; except as any of the above are included in Operation and Maintenance Costs.

Z. "Full Water Requirements" means, as it applies to the Aqua-Oak Brook System, the amount of water necessary from time to time to meet the potable water requirements of all then current customers served by the Aqua-Oak Brook System, and, as it applies to other Contract Customers of the Commission, such Contract Customers' full water requirements as defined in their respective contracts with the Commission.

AA. "Interim Water Deliveries" means, as it applies to the Aqua-Oak Brook System, the temporary amount of water necessary from time to time to meet the potable water requirements of all then current customers served by the Aqua-Oak Brook System directly from the Village through residential or commercial account meters or through other metered connections until such time as the Commission Connection Facilities become operational.

BB. "Lake Water" means potable, filtered water drawn from Lake Michigan.

EXHIBIT 1

CC. "Lake Michigan Water Contract" means the Water Supply Contract, dated March 19, 1984, between the Commission and the City of Chicago, Illinois, as amended or supplemented from time to time, or any other future supplier of Lake Michigan Water.

DD. "Minimum Take or Pay Requirement" means a requirement that a certain minimum amount of Lake Water from the Waterworks System will be taken or, if not taken, will be paid for by the customer on the same basis as if taken.

EE. "Operation and Maintenance Costs" means amounts payable by the Commission under the Lake Michigan Water Contract, except Underconsumption Costs, and all expenses incurred in the administration, operation, and maintenance of the Waterworks System and the accumulation of reserves related to payment of said costs. Operation and Maintenance Costs in any month shall be at least equal to the amount required to be deposited by the Commission in that month into the operation and maintenance funds or accounts created under all Revenue Bond Ordinances.

FF. "Original Revenue Bonds" means the Series 1987 Revenue Bonds, originally issued in the amount of \$200,000,000 pursuant to Ordinance No. 0-1-87 adopted January 15, 1987, and the Series 1993 Water Refunding Revenue Bonds, originally issued in the amount of \$182,755,000 pursuant to Ordinance No. 0-8-93 adopted April 8, 1993, and any other Revenue Bonds that may in the future be issued to refund or refinance all or any portion of the indebtedness represented by said Series 1987 and 1993 Revenue Bonds.

GG. "Other Bond Ordinances" means all of the Commissions ordinances and resolutions under which the Commission has or will authorize the issuance of, or issue, Other Bonds.

HH. "Other Bonds" means all of the Commission's debt obligations that are not Revenue Bonds, whether in the form of bonds, notes, or other evidences of indebtedness, in whatever original principal amount, together with any such additional non-revenue obligations authorized

O-4-22
EXHIBIT 1

by statute to be issued by the Commission from time to time and refunding obligations issued to refund other such obligations.

II. "Points of Delivery" means the points at which the Lake Water delivered to Aqua pursuant to this Contract leaves the Commission's Connection Facilities and enters the Aqua-Oak Brook System. The Points of Delivery shall be a point in the water main connecting the Commission's metering station to Aqua-Oak Brook System.

JJ. "Prime Rate" means the base corporate rate of interest then most recently announced by the largest commercial bank, measured in terms of total assets, located and doing banking business in the State of Illinois, which rate may or may not be said bank's lowest rate of interest charged by said bank for extensions of credit to debtors. The effective date of any change in the Prime Rate shall, for purposes hereof, be the effective date stated in the public announcement of said bank.

KK. "Project" means any acquisition or construction for the provision of Lake Water related to the Waterworks System including initial acquisition and construction thereof and all future improvements or extensions, acquisition, construction, repair, or replacement thereof.

LL. "Revenue Bond Ordinances" means all of the Commission's ordinances and resolutions under which the Commission has or will authorize the issuance of, or issue, Revenue Bonds.

MM. "Revenue Bonds" means all of the Commission's debt obligations, including the Original Revenue Bonds, that are payable from the revenues of the Waterworks System, whether in the form of bonds, notes, or other evidences of indebtedness, in whatever original principal amount, together with any such additional revenue obligations authorized by statute to be issued by the Commission from time to time and refunding obligations issued to refund other such obligations.

NN. "SCADA System" means the Supervisory Control and Data Acquisition System of the Commission that provides an integrated control, communication, and security system for the

O-4-22
EXHIBIT 1

Waterworks System, including data processing, management, transfer, and exchange; central operation; system control and monitoring; and operator-machine interfacing.

OO. "Total Charter Customer Revenue" means all Fixed Costs payments and all Operation and Maintenance Costs payments, as those terms are defined in the Charter Customer Contract, made by the Charter Customers pursuant to the Charter Customer Contract for the Fiscal Year immediately prior to 2022.

PP. "Total Charter Customer Use" means the total amount of water, stated in thousands of gallons, actually delivered through the Waterworks System to the Charter Customers or the Full Water Requirements, as that term is defined in the Charter Customer Contract, of all Charter Customers, whichever is greater, for the Fiscal Year immediately prior to 2022.

QQ. "Trustee" means a trustee provided in a Bond Ordinance.

RR. "Underconsumer" means, for any given year, a Contract Customer of the Commission that takes less Lake Water in such year than such Contract Customer's Water Allocation times 365 times the Underconsumption Ratio for such year.

SS. "Underconsumption" means the amount by which the amount of Lake Water actually taken by a Contract Customer of the Commission is less than the Underconsumption Ratio times such Contract Customer's Water Allocation times 365.

TT. "Underconsumption Costs" means any amount that the Commission is obligated to pay under the Lake Michigan Water Contract solely by reason of failure to accept delivery of the minimum quantity of Lake Water that the Commission is obligated to purchase under the Lake Michigan Water Contract.

UU. "Underconsumption Ratio" means, for any given year, (i) the minimum amount of Lake Water required to be taken by the Commission under the Lake Michigan Water Contract divided by (ii) the sum of the Water Allocations of all Contract Customers of the Commission times 365.

EXHIBIT 1

VV. "Unit System" means any one of the five waterworks systems zones comprising the Aqua-Oak Brook System, or combined waterworks systems if any such system is combined for financing and accounting purposes, composing the Aqua-Oak Brook System. The Unit Systems are shown on Exhibit C attached to this Contract.

WW. "Unit System Contracts" means this Contract and all similar contracts entered into by and between the Commission and Aqua for the purchase and sale of Lake Water to serve any Unit System.

XX. "Village of Oak Brook" or "Village" an Illinois municipality and a Charter Contract Customer of the Commission.

YY. "Water Allocation" means, as it applies to other Contract Customers of the Commission, such Contract Customers' water allocation as defined in their respective contracts with the Commission, and, as it applies to Aqua for the Aqua-Oak Brook System , the sum of Aqua's allocations and allowable excesses from time to time of Lake Water for the Aqua-Oak Brook System pursuant to the Level of Lake Michigan Act, as amended from time to time (See the State of Illinois Department of Transportation, Division of Water Resources Decision on 1989 Allocation Review, Order No. LMO 89-2 and subsequent orders of the State of Illinois Department of Transportation, Division of Water Resources, or the successor to its responsibilities, the State of Illinois Department of Natural Resources, Office of Water Resources); and such other amounts of Lake Water as Aqua may lawfully take for the Aqua-Oak Brook System . At any time when the Full Water Requirements of the Aqua-Oak Brook System shall exceed the Water Allocation for the Aqua-Oak Brook System, then 'Water Allocation" shall mean the Full Water Requirements of the Aqua-Oak Brook System for all purposes of this Contract.

ZZ. "Waterworks System" means all the Commission's facilities, including land; easements; rights-of-way over lands and waters; pumping facilities, storage facilities, metering stations, and other facilities; mains; and pipelines acquired and used for the purposes of providing and transmitting Lake Water to the Commission's customers. The Aqua-Oak Brook System Connection Facilities are not part of the Waterworks System.

O-4-22
EXHIBIT 1

SECTION 3. WATER SUPPLY.

A. Agreement to Sell and Purchase. Subject to Section 17 and all other provisions of this Contract, the Commission shall sell to Aqua and Aqua shall purchase from the Commission an amount of Lake Water necessary from time to time to serve the Aqua-Oak Brook System 's Full Water Requirements. The Commission's obligation to Aqua to deliver Lake Water hereunder shall be limited, however, to:

1. A maximum annual amount equal to the Aqua-Oak Brook System's then current Water Allocation times 365; and
2. A maximum rate of Lake Water to the Aqua-Oak Brook System in any one hour equal to 1.7 times the Aqua-Oak brook System's then current Water Allocation divided by 24.

B. Beginning of Obligations to Deliver and Receive Lake Water. The Commission shall be obligated to deliver Lake Water to the Aqua-Oak Brook System and Aqua shall be obligated to receive at the Aqua-Oak Brook System Lake Water delivered by the Commission immediately after completion of construction of the Connection Facilities and the water storage capacity required pursuant to Subsection 4C of this Contract; provided however that Aqua shall have the right to receive Lake Water pursuant to this Contract prior to the completion of construction of the aforesaid water storage capacity if (i) Aqua has entered into , and the Commission has approved, a valid and binding contract for the construction of such required water storage capacity; and (ii) actual construction of such required water storage capacity pursuant to such contract has begun and is proceeding in the regular course to completion.

C. Closing Contingency. This Agreement is contingent upon the Closing of the APA, and Aqua taking ownership of the Acquired System and Aqua's receipt of its Water Allocation.

D. Limits on Supply. The Commission shall use its best efforts to furnish Lake Water to Aqua as hereinabove provided, but Aqua acknowledges and agrees that the Commission's obligation hereunder is limited by:

EXHIBIT 1

1. The amount of Lake Water from time to time available to the Commission; and
2. Provisions in contracts between the Commission and its Charter Customers and other customers related to curtailment and other limits on supply of Lake Water; and
3. The capacity of the Waterworks System; and
4. Ordinary transmission loss, including standard metering error, between the Commission's source of supply and the Point of Delivery to the Aqua-Oak Brook System; and
5. The other provisions of this Contract, including but not limited to Section 17 hereof.

E. Additional Subsequent Customers. Aqua acknowledges that the Commission may enter into contracts for the sale by the Commission of Lake Water to Contract Customers other than the Charter Customers and Aqua. In the event that the Commission is required to limit its delivery of Lake Water to certain Contract Customers pursuant to the provisions of this Contract or any similar provision of any other water purchase or sale contract, then such curtailment shall be accomplished first by limiting the supply of Lake Water to the last such Contract Customer to have entered into a contract with the Commission, as determined by the date of execution of such contract, and then by limiting the supply of Lake Water to the penultimate such Contract Customer, and so on until the provisions of said Section 17 or any similar provision of any other water purchase or sale contract are fulfilled. It is the intent of this Subsection 3E that the longest-term Contract Customers of the Commission shall be the last to be curtailed under the circumstances stated in this Subsection 3E, in order of seniority of such Contract Customers' contracts. For purposes of this Contract, the Commission and Aqua acknowledge that Aqua, in its role as owner and operator of the Aqua-Oak Brook System is the seventh (7th) non-Charter Customer with whom the Commission has entered into a water purchase and sale contract.

EXHIBIT 1

F. Emergency or Maintenance Turn-Off. The Commission undertakes to use reasonable care and diligence to provide a constant supply of Lake Water as herein provided for, but reserves the right at any time to turn off the flow of Lake Water in its mains for emergency and maintenance purposes. The Commission shall give notice not less than 48 hours in advance of any turn-off for maintenance purposes and it shall give such notice as is reasonable under the particular circumstances of any turn-off for emergency purposes.

G. Curtailement; Emergency Use of Other Sources. If it becomes necessary for the Commission to limit its delivery of Lake Water to its customers for any reason, Aqua shall be entitled, to the extent possible, to receive during such period of curtailement a pro rata share of available Lake Water as determined by the ratio of the Aqua-Oak Brook System's total Lake Water use during the prior Fiscal Year to the sum of Lake Water use during the prior Fiscal Year of all of the Commission's customers entitled to Lake Water during such period of curtailement. Prior to the Commission's delivery of Lake Water to the Aqua-Oak Brook System for one Fiscal Year, Aqua shall be entitled, to the extent possible, to receive during such period of curtailement a pro rata share of available Lake Water as determined by the ratio of the Aqua-Oak Brook System's Full Water Requirements during the prior Fiscal Year to the sum of (i) Lake Water use during the prior Fiscal Year of all of the Commission's other customers entitled to Lake Water during such period of curtailement and (ii) the Aqua-Oak Brook System's Full Water Requirements during the prior Fiscal Year. Aqua, in cases of emergency or when the Commission for whatever reason is unable to meet the Aqua-Oak Brook System's Full Water Requirements, may, subject to the terms, conditions, and limitations set forth in Subsection 4D of this Contract, serve its customers from any source; provided, however, that Aqua shall continue to pay all amounts due to the Commission hereunder during such period as if the Aqua-Oak Brook System were receiving its Full Water Requirements from the Commission.

H. Water Quality. The Commission shall supply the Aqua-Oak Brook System with Lake Water of a quality commensurate to that furnished to the Commission's other Contract Customers, and meeting the requirements of any federal, State of Illinois, or local agency as shall have jurisdiction from time to time for the operation of public water supplies such as the

EXHIBIT 1

Waterworks System. The Commission bears no responsibility for the contamination of Lake Water or deterioration of water quality occurring beyond the Points of Delivery to the Aqua-Oak Brook System. Aqua, to the fullest extent permitted by law, shall indemnify and defend the Commission from any damages, claims, causes of action or personal injuries to Aqua or third parties caused by any contamination or deterioration of water quality occurring beyond the Points of Delivery to the Aqua-Oak Brook System

SECTION 4. DELIVERY; STORAGE; DISTRIBUTION; CONSERVATION.

A. Aqua-Oak Brook System Connection Facilities. Aqua shall receive its supply of Lake Water at the Aqua-Oak Brook System Points of Delivery at pressures that will vary from time to time, but will not exceed two total delivery points from the Waterworks System for all of the areas within the Aqua-Oak Brook System . Aqua, at its own expense and pursuant to the schedule established in Section 10 of this Contract, shall site, design, construct, operate, maintain, and when necessary, replace the Aqua-Oak Brook System Connection Facilities, including a pressure adjusting station immediately downstream from the Point of Delivery. Initial design and construction plans and specifications for the Aqua-Oak Brook System Connection Facilities, and any future modifications thereof, shall be submitted in advance of construction or modification to the Commission for review and approval, which approval shall not be unreasonably withheld.

B. Alternate Delivery Through Contract Customer Facilities. The Commission and Aqua acknowledge that Aqua may negotiate, within two years of the date of this Agreement or longer if agreed in writing by the Commission, with one or more Contract Customers for delivery of Lake Water purchased from the Commission through facilities owned by such Contract Customer to the Aqua-Oak Brook System ("Alternate Delivery"). Aqua shall not enter into any agreement for Alternate Delivery, and no such agreement shall affect the terms of this Contract, except after such agreement has been approved in writing by the Commission.

Such Alternate Delivery of Lake Water, should it become feasible for Aqua through its negotiations with Contract Customers, may affect Aqua's obligations under this Contract to provide a site for the metering station pursuant to Subsection 5A of this Contract, to provide a

O-4-22
EXHIBIT 1

pressure adjusting station pursuant to Subsection 4A above, and to provide storage capacity pursuant to the terms of Subsection 4C below, among other possible effects. In addition, such Alternate Delivery of Lake Water may affect certain cost provisions under Section 7 of this Contract. The Commission and Aqua agree that, if Aqua reaches an agreement with a Contract Customer in a form acceptable to and approved by the Commission for Alternate Delivery of Lake Water consistent with Commission Resolution No. R-13-90, entitled "A Resolution Expressing the Policy of the DuPage Water Commission Regarding Subsequent Customers," as clarified by Commission Resolution No. R-29-95, entitled "A Resolution Clarifying Resolution No. R-13-90, being "A Resolution Expressing the Policy of the DuPage Water Commission Regarding Subsequent Customers," as it may, from time to time, be amended ("Resolution No. R-13-90"), then the Commission and Aqua, by separate written contract, which may include amendments to this Contract, shall establish mutually agreeable terms between them for such Alternate Delivery of Lake Water.

C. Interim Water Deliveries. Until such time as the Commission Connection Facilities become operational, via direct connection to the Waterworks System (the "Direct Connection Facilities") or any wheeling arrangement with another Contract Customer, Interim Water Deliveries shall be treated as water purchased by Aqua from the Village pursuant to that separate Interim Delivery Agreement Among the Village of Oak Brook, Aqua Illinois, and the Du Page Water Commission which shall serve as an Alternate Delivery on an interim basis, provided however that unless otherwise agreed in writing by the Commission, Aqua shall within three (3) years of the date of this Agreement have in place Direct Connection Facilities pursuant to Subsection 4A or a permanent arrangement for Alternate Delivery pursuant to Subsection 4B. Notwithstanding any requirement of the Subsequent Customer Contract to the contrary, the Commission shall bear no responsibility for the contamination of such water or deterioration of water quality occurring beyond the Commission's point of delivery to the Village Unit System, and title to all such water supplied by the Commission shall remain in the Commission to the point of delivery to the Village Unit System and thereupon shall pass to the Village and/or Aqua.

1. Aqua does hereby acknowledge and agree that the Commission shall not

EXHIBIT 1

be liable to Aqua, and Aqua does hereby release and agrees to indemnify and hold harmless the Commission, from any damages occasioned by or in any way related to any interruption of, limitation on, or delay in, the delivery of water to Aqua that occurs after the water reaches the point of delivery to the Village Unit System.

D. Construction and Operation of Emergency Interconnections. Aqua shall submit to the Commission, for its review and approval, 60 days prior to operation or construction of any planned Emergency Interconnections, a report detailing the exact location of the Emergency Interconnections, the manner in which the Emergency Interconnections will be operated and maintained, and the terms of any written or oral agreement for the operation and maintenance of the Emergency Interconnections. Such report shall include as-built drawings of the Emergency Interconnections and exact duplicates of any written agreement for the operation and maintenance of the Emergency Interconnections. The Emergency Interconnections shall not be operated unless and until the Commission shall have approved such report. No approval of such report shall be withheld unless the Emergency Interconnections, or any agreement for the operation and maintenance of the Emergency Interconnections, violate the Charter Customer Contract, the Subsequent Customer Contract, the current or then existing contracts for the providing of Lake Michigan Water (the "Lake Michigan Water Contract"), or applicable laws or regulations, or pose a threat to the Commission or the Waterworks System.

1. The Emergency Interconnections shall be utilized only under emergency conditions unless otherwise approved, in writing, by the Commission. An emergency condition shall be defined to mean the inability to provide average day flow demands to regular, non-emergency supply customers during a limited period of time due to conditions beyond the control of the party requesting Lake Water. An emergency condition shall not mean any limitation imposed by the Commission on the supply of Lake Water to Aqua specifically related to Aqua pursuant to the Charter Customer Contract or the Subsequent Customer Contract, as the case may be, and the Emergency Interconnections shall not be utilized to circumvent the provisions of any agreement approved by the Commission for the Alternate Delivery of Lake Water pursuant to

O-4-22
EXHIBIT 1

Subsection 4B of the Subsequent Customer Contract.

2. The Emergency Interconnections shall be operated and maintained in such a manner as at no time to place or threaten to place the Commission or the Waterworks System in jeopardy of failing to meet the terms of the Charter Customer Contract, the Subsequent Customer Contract, the Lake Michigan Water Contract, or the regulations of any agency or governmental authority having jurisdiction over the operation of a public water supply.

3. The party experiencing the emergency condition shall give telephonic notice to the Commission and to the other party of the emergency condition, the expected duration of the emergency condition, and the amount of Lake Water needed, prior to the operation of the Emergency Interconnections. The Emergency Interconnections shall not be operated unless and until the party experiencing the emergency condition shall have given said notice to the Commission.

4. The party receiving Lake Water through the Emergency Interconnections shall provide daily telephonic notice to the Commission and the party delivering Lake Water for as long as the emergency deliveries continue and shall provide telephonic notice to the Commission before final shut-off of the emergency flow of Lake Water through the Emergency Interconnections for each such emergency condition.

5. Aqua shall keep a record of the amount of Lake Water delivered through the Emergency Interconnections, a copy of which shall be provided to the Commission within five days following termination of the use of the Emergency Interconnections for each such emergency condition and, in any case, every five days where the Emergency Interconnections is in continuous operation for more than five days.

6. The amount of Lake Water delivered to Aqua through the Emergency Interconnections, as the case may be, shall be paid to the Commission directly by the party receiving Lake Water through the Emergency Interconnections at the rates applicable

EXHIBIT 1

pursuant to, and in accordance with, that party's water purchase and sale contract with the Commission. In case of service curtailment, the Lake Water Supplier's flow of water through the Emergency Interconnections shall be considered as a portion of the Lake Water Supplier's allocation from the Commission. In case of service curtailment, the Aqua's flow of water through the Emergency Interconnections shall be considered as a portion of Aqua's allocation from the Commission.

7. The Commission shall have the right to inspect the Emergency Interconnections, and its operation and maintenance at any time upon one hour notice. The Commission shall have the right to install seals or such other devices as the Commission, in its sole and absolute discretion, determines are necessary to determine the operation of the Emergency Interconnections, and all equipment required to be installed to allow the installation of the seals or such other devices shall be installed at Aqua's sole cost and expense.

8. The Commission shall bear no responsibility for, and Aqua shall and does hereby release the Commission from and agrees, to the fullest extent permitted by law, to indemnify and hold the Commission harmless from, any claims, damages, liabilities, and litigation that may be occasioned by, connected with, or in any way related to the construction, operation, and maintenance of the Emergency Interconnections.

9. The operation and maintenance of the Emergency Interconnections shall comply in all other respects with the Water Commission Act of 1985, the Charter Customer Contract, the Subsequent Customer Contract, the Lake Michigan Water Contract, and Commission Resolution No. R-13-90, entitled "A Resolution Expressing the Policy of the DuPage Water Commission Regarding Subsequent Customers," as clarified by Commission Resolution No. R-29-95, entitled "A Resolution Clarifying Resolution No. R-13-90, being A Resolution Expressing the Policy of the DuPage Water Commission Regarding Subsequent Customers," and the requirements of the Commission thereunder.

10. Notwithstanding anything to the contrary contained in any written or oral

EXHIBIT 1

agreement for the operation and maintenance of the Emergency Interconnections, the Emergency Interconnections shall be operated and maintained only in accordance with this Subsection 4D and such additional or other terms, conditions, and limitations as the Commission shall impose pursuant to any policy established by the Commission with respect to emergency interconnections. No such agreement shall be amended, modified, or otherwise changed except upon the prior written approval of the Commission.

11. The Commission reserves the right to order all use of the Emergency Interconnections to be discontinued, and Aqua shall and does hereby agree to discontinue such use, at any time the terms, conditions, and limitations of this Subsection 4D and any such additional or other terms, conditions and limitations imposed by the Commission pursuant to any policy established by the Commission with respect to emergency interconnections are not satisfied.

E. Storage. Prior to establishing water service from the Commission's Connection Facilities, Aqua shall provide or cause to be provided sufficient storage capacity within the Aqua-Oak Brook System to store not less than two times the annual average daily water demand of each of the non-contiguous zones of the Aqua-Oak Brook System; provided, however, that said requirement shall be reduced by (i) an amount equal to the storage capacity maintained by the Commission in its Waterworks System multiplied by a fraction, the numerator of which is the annual average daily water demand of the Aqua-Oak Brook System zone and the denominator of which is the total annual average daily water demands of all Contract Customers. The calculation of said water storage capacity requirement for the Aqua-Oak Brook System zone is provided in Exhibit D attached to this Contract. In accordance with said requirement, Aqua, at its own expense and pursuant to the schedule established in Section 10 of this Contract, shall construct for each of the non-contiguous Aqua-Oak Brook System zones at least the amount of water storage capacity shown on Exhibit D to this Contract as the "Minimum Additional Required Storage." Such water storage capacity shall be in addition to the amount of water storage capacity shown on Exhibit D to this Contract as the "Existing Storage" in the Aqua-Oak Brook System. Aqua shall properly maintain all such water storage capacity, in a good and serviceable condition. If at any time Aqua's

EXHIBIT 1

water storage capacity in any of the non-contiguous zones of the Aqua-Oak Brook System, including Commission storage capacity as provided above, falls below 1.9 times the annual average daily water demand of an Aqua-Oak Brook System zone, then Aqua, within 24 months after such level of deficiency is reached, shall construct additional water storage capacity within the Aqua-Oak Brook System zone of sufficient quantity to restore the total storage capacity of the Aqua-Oak Brook System zone, including its allowances Commission storage capacity as provided above, to not less than two times the annual average daily water demand of the Aqua-Oak Brook System zone.

F. Surges and Back-Flows. Aqua's operation of its pressure adjusting stations shall not cause surges or back-flows into the Waterworks System, nor shall the operation of any Aqua-Oak Brook System pressure adjusting stations cause the Waterworks System pressure to drop below 20 pounds per square inch. The Commission shall not be responsible for any damage to the Aqua-Oak Brook System, or the Aqua-Oak Brook System Connection Facilities caused by the design, operation, or maintenance of the Connection Facilities.

G. Maintenance of System; Water Quality; Prevention of Waste. Aqua shall operate the Aqua-Oak Brook System and the Aqua-Oak Brook System Connection Facilities in such a manner as at no time to place the Commission and the Waterworks System in jeopardy of failing to meet the regulations of any agency or governmental authority having jurisdiction over the Commission's operation of its Waterworks System. The Commission and Aqua shall notify each other immediately of all emergency and other conditions which may directly or indirectly affect the Waterworks System, the Aqua-Oak Brook System, the Connection Facilities or the quantity or quality of the Lake Water received pursuant to this Contract.

SECTION 5. MEASURING EQUIPMENT.

A. Metering Station and Instrumentation. The Commission shall, pursuant to the timetable established in Section 10 of this Contract, furnish and install at the Points of Delivery a metering station containing the necessary equipment and devices of a type meeting the standards of the American Water Works Association for measuring properly the quantity of Lake Water

EXHIBIT 1

delivered under this Contract, including all structures as the Commission shall deem necessary to house such equipment and devices. Such furnishing and installing of the metering station shall be done in substantial conformance with the preliminary plans therefor attached as Exhibit B-2 to this Contract, as such preliminary plans may be revised by mutual agreement of the Commission and Aqua. The Commission shall own, operate, maintain, and replace such metering station and all equipment and structures related thereto.

The metering stations shall be located at sites selected, acquired, owned, and provided to the Commission by Aqua, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing. Such sites shall be subject to review and approval of the Commission. Aqua, without charge to the Commission and pursuant to the timetable established in Section 10 of this Contract, shall grant to the Commission all necessary and insured easements for such sites in a form similar to that attached as Exhibit E to this Contract and satisfactory to the Commission's attorneys. Aqua also shall grant to the Commission all necessary and insured easements for the appropriate location and installation of antennas and appurtenant facilities for the Commission's SCADA System attributable to the Aqua-Oak Brook System, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing. Such SCADA System antennas or facilities shall be installed on such easements in a manner that will reduce so far as reasonably possible any interference with the telemetry of the Aqua System.

Aqua shall have access to the metering station for examination and inspection at reasonable times, but the reading for billing purposes, calibration, and adjustment of the equipment therein shall be done only by the employees or agents of the Commission.

B. Records. For the purpose of this Contract, the official record of readings of each meter at the metering station.

C. Calibration. At least once in each Fiscal Year, the Commission shall calibrate its meters measuring the Lake Water delivered to the Aqua-Oak Brook System if requested in writing by Aqua to do so, in the presence of a representative of Aqua, and the Commission and Aqua shall

EXHIBIT 1

jointly observe any adjustments that are made to the meters in case any adjustments shall be necessary. If any check meters have been installed, then such check meters shall be calibrated at least once in each Fiscal Year by Aqua in the presence of a representative of the Commission, and the Commission and Aqua shall jointly observe any adjustments that are made to the meters in case any adjustments shall be necessary.

D. Check Meters. Aqua, at its option and its own expense, may install and operate a check meter to check each meter installed by the Commission, but the measurement of Lake Water for purposes of this Contract shall be solely by the Commission's meters, except in the cases hereinafter specifically provided to the contrary. All check meters shall be of standard make and shall be subject to inspection and examination by any employee or agent of the Commission at all reasonable times. The calibration and adjustment of check meters shall be made only by Aqua, except during any period when a check meter may be used under the provisions hereunder for measuring the amount of Lake Water delivered to Aqua, in which case the calibration and adjustment of such check meter shall be made by the Commission with like effects as if such check meter had been furnished and installed by the Commission.

E. Meter Malfunctions. If the Commission or Aqua at any time observes a variation between a meter and a check meter or any evidence of meter malfunction, such party shall promptly notify the other party, and the Commission and Aqua shall then cooperate to procure an immediate calibration test and such adjustment, replacement, or other work necessary to return such meter to accuracy. The party who discovers such variation or malfunction shall give the other party notice not less than 48 hours prior to the time of any test of any meter (which tests shall be conducted during normal working hours) so that the other party may conveniently have a representative present. If such representative is not present after the required notification at the time set in such notice, calibration and adjustment may proceed in the absence of said representative notwithstanding any other provision of this Subsection 5E. If the percentage of inaccuracy of any meter is found to be in excess of two percent, registration thereof shall be corrected by agreement of the Commission and Aqua based upon the best data available, for a period extending back to the time when such inaccuracy began if such time is ascertainable, or for

EXHIBIT 1

a period extending back one-half of the time elapsed since the last date of calibration (but in no event further back than a period of six months) if such time is not ascertainable.

If for any reason any meter is out of service or out of repair so that the amount of Lake Water delivered cannot be ascertained or computed from the reading thereof, then the Lake Water delivered during the period such meter is out of service or out of repair shall be deemed to be the registration of the check meter if one has been installed and is registering accurately, or, in the event that no check meter has been installed or the check meter is registering inaccurately, shall be estimated:

1. By correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculations; or
2. If the error is not ascertainable by calibration tests or mathematical calculation, by estimating the quantity of delivery by considering deliveries during preceding periods under similar conditions when the meter or meters were registering accurately, adjusted for the addition of new customers to the Aqua-Oak Brook System.

F. Removal of Metering Station and SCADA System Facilities. Within 90 days after the termination of this Contract without renewal, the Commission, at its own expense and in its discretion, may remove the metering station, including equipment, and the SCADA System antennas and appurtenant facilities from the property of Aqua to which such termination without renewal applies and release the perpetual easements therein. If the Commission fails to remove such station, equipment, and facilities, as aforesaid, Aqua may take title to such station, equipment, and facilities.

SECTION 6. UNIT OF MEASUREMENT.

The unit of measurement for Lake Water delivered hereunder shall be gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall be so calibrated unless the Commission

EXHIBIT 1

and Aqua otherwise agree. Should it become necessary or desirable to use other units of measurement, the basis of conversion shall be that 7.48 gallons is equivalent to one cubic foot.

SECTION 7. PRICES AND TERMS OF PAYMENT.

A. Operation and Maintenance Costs Payment. Aqua shall pay monthly to the Commission, at the time specified in Subsections 7I and 7L below, a share of the Commission's Operation and Maintenance Costs for each month, which shall be an amount equal to the then current price per 1,000 gallons for Operation and Maintenance Costs times the quantity of Lake Water divided by 1,000 delivered by the Waterworks System to the Aqua-Oak Brook System for such month. At any time no Lake Water is being supplied through the Waterworks System to any Contract Customer, Aqua's share of monthly Operation and Maintenance Costs for the Aqua-Oak Brook System shall be that proportion of those costs which the Aqua-Oak Brook System's Water Allocation bears to the total Water Allocations of all of the Commission's customers required to make Operation and Maintenance Costs payments during the same period.

B. Fixed Costs Payment. Subject to the single limitation on its obligation to pay Fixed Costs set forth in this Subsection 7B, Aqua shall pay monthly to the Commission, at the time specified in Subsections 7I and 7L below, one-twelfth of the Aqua-Oak Brook System's share of Fixed Costs for each Fiscal Year. For the purposes of this Contract, the Aqua-Oak Brook System's share of Fixed Costs for each Fiscal Year shall be that proportion of Fixed Costs which the Aqua-Oak Brook System's Full Water Requirements for the two preceding calendar years prior to such Fiscal Year bears to the sum of the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, of all of the Commission's Contract Customers for such two preceding calendar years who are not relieved from Fixed Costs payments pursuant to the terms of their contracts. Prior to the Commission's delivery of Lake Water to the Aqua-Oak Brook System for two calendar years, the Aqua-Oak Brook System's share of Fixed Costs shall be that portion of Fixed Costs which the Aqua-Oak Brook System's Water Allocation bears to the total Water Allocations or the Full Water Requirements or Minimum Take or Pay Requirements, whichever is then applicable, of all of the Commission's Contract Customers who are not relieved from Fixed Costs payments pursuant to the terms of their contracts. Subject to the following single

EXHIBIT 1

limitation, Aqua's obligation to make all payments of Fixed Costs as required hereunder is unconditional and irrevocable, payable without setoff or counterclaim, and irrespective of whether Lake Water is ever furnished, made available, or delivered to the Aqua-Oak Brook System , or whether the Waterworks System is completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the supply of Lake Water. Aqua's obligation to pay Fixed Costs hereunder is subject to the single limitation that, if for any period of time, and only during such period of time, the Commission is in fact supplying the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, to Contract Customers of the Commission, other than Aqua, whose Full Water Requirements and Minimum Take or Pay Requirements are more than 85 percent of the sum of the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, of all Contract Customers of the Commission, and during such time the Commission is unable to supply any Lake Water to the Aqua-Oak Brook System , then Aqua shall have no obligation to pay Fixed Costs for the Aqua-Oak Brook System.

C. Connection Facilities Cost Payment. Aqua shall reimburse the Commission for the full actual cost incurred by the Commission in connection with: (i) the development of this Subsequent Customer Contract, including all legal and engineering expenses; (ii) the design, bidding, contracting, managing, and actual construction, installation, removal, relocation, replacement, extension, or improvement of the Commission Connection Facilities, including without limitation equipment required for the operation of the Commission Connection Facilities and all administrative, financing, supervisory, inspection, engineering, surveying, and legal fees, costs, and expenses associated therewith; (iii) the acquisition and divestment of lands, easements, and rights of way over lands and waters necessary for the construction, installation, removal, relocation, replacement, extension, or improvement of the Commission Connection Facilities, and all administrative, title, surveying, and legal fees, costs, and expenses associated therewith; and (iv) the review and processing of plans and agreements for the construction, installation, removal, relocation, replacement, extension, or improvement of the Commission Connection Facilities, including without limitation all legal, engineering, consulting, and administrative fees, costs, and any other expenses associated therewith or related thereto (the "Connection Facilities Cost").

EXHIBIT 1

Upon execution of this Subsequent Customer Agreement but prior to the Commission's commencement of design of the Commission Connection Facilities pursuant to this Agreement, Aqua shall deposit with the Commission cash (the "Cash Deposit") in the sum of: (i) 125% of all legal, engineering, consulting, and administrative costs and expenses incurred or accrued, at the time of execution of this Agreement, in connection with the review and processing plans for the Commission Connection Facilities and in connection with the negotiation, preparation, consideration, and review of this Agreement; (ii) 125% of the initial cost estimate; and (iii) 125% of the amount of the executed engineering and design agreements related to the design and inspection of the Commission Connection Facilities. Prior to the award of any construction contracts for the construction of the Commission Connection Facilities, the Cash Deposit shall be increased by an amount equal to 125% of the amount of the price or prices bid by the successful bidder for the Connection Facilities, as separately identified in the Schedule of Prices contained in the construction contract documents for the Commission Connection Facilities.

The Commission may draw upon the Cash Deposit, without the Aqua's consent, but may only employ the proceeds to pay for the Commission Connection Facilities Cost invoiced to, or otherwise documented by, the Commission and the Commission shall promptly notify Aqua of any such withdrawals. Aqua shall not be entitled to interest on the Cash Deposit.

If at any time the Commission reasonably determines that the funds remaining in the Cash Deposit are not, or may not be, sufficient to pay in full the remaining unpaid Connection Facilities Cost, then, within 10 days following a demand by the Commission, Aqua shall increase the amount of the Cash Deposit to an amount reasonably determined by the Commission to be sufficient to pay in full the remaining unpaid Connection Facilities Cost. Failure to so increase the amount of the Cash Deposit shall be grounds for the Commission to retain a possessory lien upon any remaining balance of the Cash Deposit (as damages security) and terminate this Agreement. Upon final payment of all amounts due under all executed contracts for the design, construction, and inspection of the Commission Connection Facilities, the Commission shall release to Aqua any amounts remaining in the Cash Deposit. Aqua's obligation to make the Connection Facilities Cost payments as required hereunder is unconditional and irrevocable, payable without setoff or

EXHIBIT 1

counterclaim, and irrespective of whether Lake Water is ever furnished, made available, or delivered to Aqua, or whether the Commission Connection Facilities are completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the supply of Lake Water.

If Aqua, within the time frame of Subsection 4B is able to negotiate a permanent Alternate Delivery Through Contract Customer Facilities Agreement approved by the Commission, Aqua shall propose an alternative costs estimate subject to the Commission's approval, and the Commission may provide an adjustment in the Cash Deposit in accordance with such estimates.

D. Capital Cost Recovery Charge Payment. After the effective date of this Agreement, Aqua shall pay monthly to the Commission, an amount calculated by amortizing the Capital Cost Recovery Charge, in equal monthly installments of principal and interest, at a rate per annum equal to the Earned Interest Rate determined for each Interest Period plus one percent, over the life of the Charter Customer Contract remaining as of the month in which Aqua first becomes obligated to make such payment; provided, however, that such monthly installment may be adjusted by the Commission, on May 1 of each year thereafter, to ensure amortization of the then-current amount of the Capital Cost Recovery Charge remaining unpaid, as of such May 1, over the life of the Charter Customer Contract then remaining, and to reflect any change in the Earned Interest Rate, as of such May 1. The method of calculating the Capital Cost Recovery Charge is illustrated in Exhibit F attached to this Contract. Aqua's obligation to make all Capital Cost Recovery Charge payments as required hereunder is unconditional and irrevocable, payable without setoff or counterclaim, and irrespective of whether Lake Water is ever furnished, made available, or delivered to Aqua, or whether the Waterworks System is completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the supply of Lake Water. However, the parties agree that if Aqua pays the Commission the entire cost of the Capital Cost Recovery Charge within 14 days of the execution of this Contract, then Aqua shall not be liable for the monthly Capital Cost Recovery Charge as provided in this Subsection 7D.

E. Underconsumption Costs Payment. If Aqua is an Underconsumer at the Aqua-Oak Brook System, then Aqua shall pay, at the time specified in Subsections 7I and 7L below, its share

EXHIBIT 1

of Underconsumption Costs as determined and assessed by the Commission after notification of such costs pursuant to current Lake Michigan Water Contract. In such event, Aqua's share of Underconsumption Costs for the Aqua-Oak Brook System for a year shall be equal to the ratio of its Underconsumption to the aggregate Underconsumption of all Underconsumers for such year.

F. Default Shares. Subject to the limitations of Section 17 of this Contract, if any of the Commission's Contract Customers shall default in any payment to the Commission, or any part of any payment, including default shares, Aqua agrees to pay to the Commission a share of the amount so in default, which share shall be in the same proportion as the Aqua-Oak Brook System's share of Aggregate Costs for the month prior to the month of the default bears to the sum of the shares of Aggregate Costs in that month of all of the Commission's Contract Customers not in default and obligated to make payments with respect to the amount so in default.

Subject to Subsection 7L below, Aqua's share of the amount so in default shall be due and payable 21 days after the Commission's written demand therefor. The demand shall include the Commission's calculations of the amount due by Aqua hereunder. If and when the defaulting Contract Customer makes a payment to the Commission of a defaulted amount or interest thereon for which Aqua made a payment to the Commission under this Subsection 7G, then the Commission will pay to Aqua its proportionate share of such amount, including such interest.

G. Bills and Due Date. Except with respect to the payment of default shares pursuant to Subsection 7F above, the Commission shall notify Aqua of the total amount due under this Contract for each month on or before the 10th day of the following month. Aqua's costs for each month shall be due and payable, and must be received at the offices of the Commission, on or before the 10th day of the month following the month of the Commission's notification or within 28 days after the date of notification, whichever is later.

H. Disputed Payments. If Aqua desires to dispute any payment, or part thereof, due or claimed to be due under this Contract, Aqua shall nevertheless pay the full amount of any such payment when due and include with such payment written notification to the Commission that charges are disputed, the grounds for dispute, and the amount in dispute. No adjustment or relief

O-4-22
EXHIBIT 1

on account of any disputed charges shall be made unless disputed charges are the subject of such notice within the time herein specified, or within a reasonable period from the time Aqua knew or should have known of the facts giving rise to the dispute.

Upon receipt of a notification of dispute, representatives of the Commission shall meet promptly with representatives of Aqua to resolve such dispute.

If the Commission and Aqua determine that all or a portion of the disputed payment should be refunded to Aqua, then such sum shall be refunded with interest thereon at the rate established in Subsection 7K below from the date such disputed payment was made.

I. Interest on Overdue Payments. If Aqua shall fail to make any payment required under this Contract or any other Unit System Contract on or before its due date, Aqua shall be in default, and interest on the amount of such payment shall accrue, and be compounded on a monthly basis, during the period of non-payment at the maximum legal rate payable, not to exceed the higher of:

1. the weighted average effective interest rate on all series of Bonds of the Commission any of which are then outstanding plus two percent; or
2. the Prime Rate plus five percent.

Such interest shall accrue from the date such payment becomes due until paid in full with interest as herein specified. If such payment is not made by Aqua within 30 days after the date such payment becomes due, then the Commission, at its option and in its discretion, may reduce or discontinue delivery of Lake Water to the Aqua-Oak Brook System and to the other Unit Systems until the amount due the Commission is paid in full with interest as herein specified. The Commission shall give notice to Aqua not less than 20 days prior to the event of its intention to reduce or discontinue delivery of Lake Water in accordance with this Subsection 7K and shall provide Aqua an opportunity for a hearing before the Commission prior to any reduction or discontinuance. If the Commission reduces or discontinues the delivery of Lake Water under such circumstances, Aqua shall nevertheless continue to be liable to pay all charges provided for herein

EXHIBIT 1

as if the Aqua-Oak Brook System were receiving its Full Water Requirements from the Commission. The rights specified in this Subsection 7K shall be in addition to all other rights and remedies available to the Commission under this Contract, at law, or in equity for breach of any of the provisions of this Contract.

J. Security Deposit. If Aqua is at any time in default on any payment due under this Contract or any other Unit System Contract and the default is not cured within 30 days after the due date of the defaulted payment, then the Commission, at its option and in its discretion, may require Aqua, as a further obligation under this Contract, to deposit in a separate account in the Commission's name a sum of money, as security for the payment of Aqua's obligations hereunder and under the other Unit System Contracts, of a reasonable amount determined by the Commission. Aqua's compliance with the Commission's demand for such a security deposit shall be a condition precedent to the curing of such Aqua's default and the restoration of the Lake Water service to the Aqua-Oak Brook System and the other Unit Systems, if such Lake Water service has been reduced or discontinued by reason of such default. The security deposit or any part thereof may be applied, at the Commission's option and in its discretion, to any subsequent default by Aqua in any payments due under this Contract or any other Unit System Contract. If so applied, Aqua shall provide funds immediately to restore the security deposit to the amount required by the Commission. At the earliest of the end of the term of this Contract, or a term of two years after the curing of the most recent default by Aqua, or such earlier time that the Commission at its option and in its discretion may determine, any security deposit shall be returned to Aqua if Aqua has performed all its obligations under this Contract and the other Unit System Contracts. Aqua shall not be entitled to receive any interest on any security deposit.

K. Enforcement of Provisions Hereof By Other Customers. Aqua acknowledges that its obligation to make payments pursuant to the terms of this Section 7 is of benefit to the Commission's Charter Customers. Accordingly, Aqua agrees that, in addition to the Commission, Bondholders, a Trustee, or other parties by law entitled to enforce the provisions of this Contract, any three or more of the Commission's Charter Customers acting together may enforce the

EXHIBIT 1

provisions of this Section 7, but only if the Commission has not acted to enforce such provisions within 90 days after any failure by Aqua to make a payment hereunder.

L. Beginning of Obligation to Pay. Notwithstanding any other provision of this Contract, the obligation to make any and all payments under this Contract, except only payments of Operation and Maintenance Costs pursuant to Subsection 7A above, Capital Cost Recovery Charge pursuant to Subsection 7D above and Cash Deposit in Subsection 7C above, shall begin on the Commission's first regular billing cycle after the earlier to occur of (i) the first delivery of Lake Water to the Aqua-Oak Brook System or any portion thereof (excluding any delivery by the Village pursuant to Subsection 4C) or (ii) 12 months following completion of construction of the Commission Connection Facilities, other than the SCADA System facilities, to the point where they are capable of serving their intended function or would be capable of serving their intended function except for the fact that the Aqua-Oak Brook System Connection Facilities are not complete. The obligation to make payments of Operation and Maintenance Costs pursuant to Subsection 7A above shall begin on the Commission's first regular billing cycle after the earlier to occur of (i) the first delivery of Lake Water to the Aqua-Oak Brook System or any portion thereof (excluding any delivery by the Village pursuant to Subsection 4C) or (ii) completion of construction of the Commission Connection Facilities, other than the SCADA System Facilities, to the point where they are capable of serving their intended function or would be capable of serving their intended function 'except for the fact that the Aqua-Oak Brook System Connection Facilities are not complete. At any time prior to the first delivery of Lake Water to the Aqua-Oak Brook System when Aqua is obligated to make payments pursuant to this Subsection 7L, such payments shall be based on the Full Water Requirements of the Aqua-Oak Brook System.

M. Provisions in Lieu of Water Allocation. At any time before the State of Illinois Department of Natural Resources, Office of Water Resources, first grants a Water Allocation to Aqua for the Aqua-Oak Brook System when reference to a Water Allocation is necessary to give meaning to any term of this Contract, the Water Allocation for the Aqua-Oak Brook System shall be deemed to be 0.510 million gallons per day. At any time after the State of Illinois Department of Natural Resources, Office of Water Resources, first grants a Water Allocation to Aqua for the

EXHIBIT 1

Aqua-Oak Brook System that no Water Allocation is in effect for the Aqua-Oak Brook System and reference to a Water Allocation is necessary to give meaning to any term of this Contract, the Water Allocation for the Aqua-Oak Brook System shall be deemed to be Aqua-Oak Brook System's Full Water Requirements for the then most recently completed calendar year divided by 365.

SECTION 8. SPECIAL CONDITIONS AND COVENANTS.

A. Construction of Commission Connection Facilities; No Delay Damages; Supply of Lake Water. The Commission will make a diligent effort to have the Commission Connection Facilities completed to the Point of Delivery so as to furnish Lake Water to the Aqua-Oak Brook System by the date specified in Subsection 10H of this Contract, but the Commission does not in any way guaranty delivery by such date.

Aqua acknowledges and agrees that the Commission shall not be liable to Aqua for any damages occasioned by or in any way related to delay in the delivery of Lake Water to the Aqua-Oak Brook System, and all payments from Aqua provided for under this Contract shall remain due and payable in accordance with the terms of this Contract notwithstanding any such delay.

After Lake Water is first tendered for delivery to the Aqua-Oak Brook System at the Point of Delivery, the Commission, subject to the other terms and conditions of this Contract, shall use its best efforts to continually hold itself ready, willing, and able to supply Lake Water to the Aqua-Oak Brook System at such Point of Delivery. The Commission also shall use its best efforts, consistent with its prior obligations and legal obligations to its Charter Customers and its other customers and consistent with the fair and equitable treatment of all of its Contract Customers, to supply the Aqua-Oak Brook System with such additional amounts of Lake Water as from time to time may be allocated to the Aqua-Oak Brook System over and above the Aqua-Oak Brook System's present Water Allocation; provided, however, that the Commission does not in any way guaranty a supply of such additional amounts.

EXHIBIT 1

B. Lake Water Only; Costs. Except with the prior approval of Aqua, the Commission shall not deliver any water to the Aqua-Oak Brook System other than Lake Water. Costs for Lake Water charged to Aqua by the Commission pursuant to this Contract shall include only the costs set forth in Section 7 of this Contract.

C. Title to Lake Water. Title to all Lake Water supplied hereunder shall remain in the Commission to the Point of Delivery and thereupon shall pass to Aqua.

D. Emergency Supply. Subject to the terms, conditions, and limitations set forth in Subsection 4D above, Aqua may contract for a temporary supply of water in case of an emergency from any unit of local government or any other entity. Aqua shall notify the Commission and shall promptly provide the Commission with copies of all such contracts.

E. Covenants to Be Set Out in Bond Ordinance. Aqua acknowledges the existence, and its understanding of the provisions, of certain Bond Ordinances pursuant to which the Commission has previously issued its Bonds. Aqua further acknowledges and agrees that said Bond Ordinances grant to Bondholders certain rights to enforce certain duties of the Commission and its customers, including those with respect to the making of rates and charges and the collection of revenues, and that such Bondholder rights may be included in any subsequent Bond Ordinances.

F. Payments Hereunder an Operation Expense of Aqua System. Aqua agrees that, to the fullest extent permitted by law or contract, all payments to be made by Aqua pursuant to this Contract and the other Unit System Contracts shall constitute operating expenses of the Aqua System as to any and all revenue bonds of Aqua which are supported in whole or in part by a pledge of the revenues of the Unit Systems, with the effect that Aqua's obligation to make payments from its water revenues under this Contract and the other Unit System Contracts has priority over its obligation to make payments of the principal and of the premium, if any, and interest on any such bonds which are or will be supported in whole or in part by a pledge of any Unit System revenues. Aqua shall make all budgetary, emergency, and other provisions and appropriations necessary to provide for and authorize the prompt payment to the Commission of

EXHIBIT 1

all rates and charges under this Contract and the other Unit System Contracts. The obligations of Aqua under this Contract and the other Unit System Contracts are further payable from all other accounts of the Aqua System in which there are lawful available funds. In any revenue bond or indenture hereafter issued by Aqua, the priority of lien established pursuant to this Contract and the other Unit System Contracts shall be expressly provided and set forth in said bond ordinances or resolutions.

SECTION 9. ADDITIONAL AQUA COVENANTS.

A. Maintenance of Corporate Existence. Aqua agrees that during the term of this Contract it will maintain its corporate existence, it will continue to be a corporation in good standing in the State of Illinois, it will not dissolve or otherwise dispose of all or substantially all of its assets, and, unless Aqua shall be the surviving entity, it will not consolidate with or merge into any other legal entity or permit any other legal entity to consolidate with or merge into it; provided, however, that Aqua may consolidate with or merge into another legal entity, or permit one or more legal entities to consolidate with or merge into it, or sell or otherwise transfer to another legal entity all or substantially all of its assets as an entirety and thereafter dissolve, provided (1) that the surviving, resulting, or transferee legal entity, as the case may be, shall be a legal entity organized and existing under the laws of one of the states of the United States of America or the District of Columbia, shall be qualified to do business in the State of Illinois, shall have a consolidated net worth immediately subsequent to such acquisition, consolidation, or merger at least equal to that of Aqua immediately prior to such acquisition, consolidation, or merger, and shall assume in writing all of the obligations of Aqua under this Contract, in which event the Commission shall release Aqua, in writing, concurrently with and contingent upon such assumption, from all liability hereunder; (2) that such consolidation, merger, sale, or transfer will not affect the tax-exempt status of the interest on any debt of the Commission; and (3) that prior to such consolidation, merger, sale, or transfer the Commission shall be furnished certificates from the chief financial officer and the general counsel of Aqua that in the opinion of each such officer none of the covenants, agreements, or obligations contained in this Contract will be violated as a result of such consolidation, merger, sale, or transfer.

EXHIBIT 1

B. Maintenance and Operation of Aqua System. Aqua shall own and maintain the Unit Systems, the Aqua-Oak Brook System, and the Aqua-Oak Brook System Connection Facilities, and all improvements and extensions of said Systems, in good repair and working order, will operate said Systems efficiently, and will punctually perform all duties with respect to said Systems as may be required by this Contract, by the other Unit System Contracts, and by the Constitution and laws of the State of Illinois and all other applicable laws. In the event of any deterioration, injury, damage, or other loss to any of said Systems affecting Aqua's ability to deliver water to any of Aqua's customers, Aqua shall promptly restore said Unit System and its capacity to so deliver water.

C. Rate Covenant. Aqua shall take all necessary actions, including the filing and processing of all necessary and appropriate applications with the Illinois Commerce Commission, to establish, maintain, revise as necessary, and collect, to the extent approved by the Illinois Commerce Commission, rates and charges for customers of the Aqua System as shall be required from time to time to produce revenues at least sufficient:

1. To pay all amounts due under this Contract and the other Unit System Contracts and to pay all other costs of operation and maintenance of the Aqua-Oak Brook System and the other Unit Systems; and
2. To provide an adequate depreciation fund for the Aqua-Oak Brook System and the other Unit Systems.

If at any time the Illinois Commerce Commission shall refuse to approve or Aqua, for want of such approval or any other reason, shall not maintain such rates, then the Commission shall have the right to terminate this Contract and the other Unit System Contracts on 180 days written notice to Aqua. Upon delivery of such notice to Aqua by the Commission, all amounts to be paid by Aqua to the Commission under this Contract, including without limitation all amounts to be paid by Aqua over the life of this Contract pursuant to Subsections 7B, 7C, and 7D of this Contract,

O-4-22
EXHIBIT 1

and the similar provisions of the other Unit System Contracts, shall be immediately due and payable to the Commission.

D. Future Subordination of Obligations. Any ordinance, resolution, motion, or other action of Aqua which authorizes the issuance after the date of this Contract or any other Unit System Contract of any obligation of Aqua to be paid from the revenues of the Aqua System will expressly provide that revenues of said System may be used to pay principal of, and the premium, if any, and the interest on such obligations only to the extent that those revenues exceed the amounts required to pay the operation and maintenance expenses of said System including, expressly, all amounts payable from time to time under this Contract and the other Unit System Contracts.

E. General Covenant to Operate Properly. From time to time, Aqua shall take all steps reasonably necessary so that the Unit Systems and the Aqua System may at all times be operated properly and advantageously.

F. Accounting and Audit. Aqua shall, within 120 days after the close of each of its fiscal years occurring during the term of this Contract, provide to the Commission complete annual audited financial statements of Aqua, which may be on a consolidated basis, duly certified by Aqua's independent certified public accountants. Aqua also shall provide to the Commission a copy of Aqua's annual report to the Illinois Commerce Commission.

G. Maintain Ownership of Aqua System. Except as provided in Subsection 9H below and in Section 11 of this Contract, and subject to the proper exercise by a governmental authority of its powers of eminent domain including its power to acquire property in lieu of obtaining judgment in an eminent domain action, Aqua shall continue to own and possess the Aqua System and, within the exercise of reasonable business judgment and in a manner so as not to cause a default hereunder, shall dispose of property which is part of said System only to the extent that such property is no longer useful or profitable in the operations of said System.

EXHIBIT 1

H. Sale, Lease, Mortgage, or other Encumbrance of Aqua-Oak Brook System. Aqua may sell, lease, mortgage, or otherwise encumber the Aqua-Oak Brook System, in whole or in part, subject to the provisions of Section 11 of this Contract and to each of the following conditions:

1. No sale, lease, mortgage, or other encumbrance shall relieve Aqua from primary liability for any obligations imposed on it under this Contract, and, in the event of any such sale, lease, mortgage, or other encumbrance, Aqua shall continue to remain primarily liable for payment of all amounts specified or referred to in Section 7 of this Contract and for performance and observance of the other agreements on its part herein provided to be performed and observed by Aqua to the same extent as though no sale, lease, mortgage, or other encumbrance had been made.

2. Notwithstanding the foregoing, upon entry of a judgment in any eminent domain action, or the delivery of a deed in lieu of entry of a judgment in an eminent domain action, that conveys title to the Aqua-Oak Brook System to the Commission, to any one of the Charter Customers, or to any entity acting on behalf of the Commission or any Charter Customer, then Aqua may assign its rights and obligations under this Contract to such entity receiving title and may be released from its obligations under this Contract, but only after the prior express written consent of the Commission, which consent may be withheld until the Commission receives assurances satisfactory to the Commission that such entity receiving title shall fulfill all obligations of this Contract, including without limitation payment of all amounts specified or referred to in this Contract.

3. Aqua, within 30 days after a judgment or the delivery of a deed in lieu as set forth in Section 11.H.2 above, shall furnish to the Commission a true and complete copy of each material assumption of obligation, contract of sale, lease, mortgage, or other encumbrance made or entered into.

EXHIBIT 1

I. Insurance. Aqua shall carry insurance or maintain self-insurance with respect to the Aqua-Oak Brook System and the Aqua-Oak Brook System Connection Facilities of the kinds and in the amounts that are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserves shall be used in making good the loss or damage in respect of which they were paid, whether by repairing the property damaged or replacing the property destroyed, and provision for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments for settlements, judgments, or expenses were advanced.

J. Continue to Serve. Subject to the proper exercise by a governmental authority of its powers of eminent domain, Aqua shall use its best efforts to continue serving all customers of the Aqua System within its territorial limits that are served as of the date of this Contract.

K. Maintain Water Allocation. Aqua shall use its best efforts to obtain or retain, from time to time, a Water Allocation for each Unit System at least equal to, but not in excess of two times, such Unit System's Full Water Requirements from time to time.

L. Release and Indemnification. To the fullest extent permitted by law, Aqua hereby releases the Commission from, agrees that the Commission shall not be liable for, and agrees to indemnify and hold the Commission harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the Aqua-Oak Brook System or the Connection Facilities or (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of Aqua to comply with its covenants or obligations contained in this Contract, including, in each such case, any attorneys' fees. Aqua agrees to indemnify and hold the Commission harmless to the fullest extent permitted by law from any losses, costs, charges,

EXHIBIT 1

expenses (including attorneys' fees), judgments, and liabilities incurred by the Commission in connection with any action, suit, or proceeding instituted or threatened by any third party in connection with this Contract. If any such claim is asserted, the Commission shall give prompt notice to Aqua and Aqua, if requested by the Commission, shall assume the defense thereof, it being understood, however, that Aqua shall not settle or consent to the settlement of any such claim without the written consent of the Commission.

M. Rate of Withdrawal. Aqua will take Lake Water at the most uniform and continuous rate of withdrawal practical.

N. Aqua Not Barred from Contracting. Aqua certifies and states that Aqua is not barred from contracting with the Commission as a result of a violation of either Section 33E-3 or Section 33E-4 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq or any other laws.

SECTION 10. SCHEDULE FOR COMPLETION OF VARIOUS FACILITIES.

A. Plans and Specifications for Aqua-Oak Brook Connection Facilities. Aqua shall prepare and submit to the Commission for its review and approval, complete detailed plans, specifications, and construction contract documents for the Aqua-Oak Brook System Connection Facilities not later than 88 weeks after the execution of this Contract, unless otherwise agreed by the Commission in writing. The Commission shall endeavor to provide its comments and revisions, to Aqua within 28 days after receipt of such documents. Aqua shall incorporate all required changes to such documents within 28 days after receipt of the Commission's comments and revisions.

B. IEPA and Other Approvals For Aqua-Oak Brook System Connection Facilities. Aqua shall, within 28 days after receipt of the Commission's comments and revisions pursuant to Subsection 10A above, submit such finally revised documents for approval and permitting to the Illinois Environmental Protection Agency (the "IEPA") and every other federal, state, or local governmental body having jurisdiction over any element of the Aqua-Oak Brook System Connection Facilities, and shall diligently pursue each such approval and permit until it is secured.

EXHIBIT 1

C. Commencement of Construction of Aqua-Oak Brook System Connection Facilities. Aqua shall cause construction of the Aqua-Oak Brook System Connection Facilities to be commenced within 28 days after receipt of the last approval from any governmental body required as a condition precedent to construction of the Aqua-Oak Brook System Connection Facilities, whichever is later. Aqua shall cause construction to be completed within two years of the effective date of this Agreement.

D. Plans and Specifications for Water Storage Facilities. Aqua shall prepare and submit to the Commission for its review and approval, complete detailed plans, specifications, and construction contract documents for the water storage facilities required to be built by Aqua pursuant to Subsection 4C of this Contract within 88 weeks after execution of this Contract. The Commission shall endeavor to provide its comments and revisions to Aqua within 28 days after receipt of such documents. Aqua shall incorporate all required changes to such documents within 28 days after receipt of the Commission's comments and revisions. The timetable established in this Subsection 10D is subject to reasonable extension mutually agreeable to Aqua and the Commission, if required by Aqua to prepare and submit to the Commission revised plans, specifications, and construction contract documents required as a result of local governmental zoning and permit approvals.

E. IEPA and Other Approvals for Water Storage Facilities. Aqua shall, within 28 days after receipt of the Commission's comments and revisions pursuant to Subsection 10D above, submit such finally revised documents for approval and permitting to the IEPA and every other federal, state, or local governmental body having jurisdiction over any element of the water storage facilities, and shall diligently pursue each such approval and permit until it is secured.

F. Commencement of Construction of Water Storage Facilities. Aqua shall cause construction of the water storage facilities to be commenced within 28 days after receipt of the last approval from any governmental body required as a condition precedent to construction of the water storage facilities. Aqua shall cause construction to be completed within three (3) years of the effective date of this Agreement.

EXHIBIT 1

G. Transfer of Property Rights. Aqua shall grant to the Commission all necessary and insured easements for the Commission metering station and other facilities to be constructed pursuant to Subsection 5A of this Contract. Aqua shall within 64 weeks after execution of this Contract, commence all actions necessary to acquire all property rights not already owned by it necessary to fulfill the requirements of Subsection 5A of this Contract and this Subsection 10G.

H. Commencement of Construction of Commission Connection Facilities. The Commission shall cause design of the Commission Connection Facilities to be commenced concurrently with Aqua's design of the Aqua-Oak Brook System Connection Facilities or 28 days after acquisition of all rights-of-way and other property required for the installation of the Commission Connection Facilities, whichever is later. The Commission shall cause construction to be completed within 148 weeks after commencement of design as herein required or 28 days after receipt of the last approval from any governmental body required as a condition precedent to construction of the Commission Connection Facilities, whichever is later. Aqua acknowledges and agrees, however, that the Commission may, in the exercise of its sole and absolute discretion, accelerate commencement of the design and construction of the Commission Connection Facilities, or completion of construction thereof, without in any way affecting the obligations of Aqua under this Contract, including without limitation Aqua's payment obligations.

I. Illustrative Schedule of Events. An "Illustrative Schedule of Events" depicting, on the basis of assumptions concerning the length of time that will be required to secure various governmental approvals, the sequence of work pursuant to this Section 10 is attached to this Contract as Exhibit G. In the event of any conflict or inconsistency between the provisions of Exhibit G and the provisions of this Section 10, the provisions of this Section 10 shall control.

SECTION 11. ASSIGNABILITY.

Except to the extent specifically provided in Subsection 9H of this Contract and in this Section 11, Aqua shall not assign or transfer this Contract or any rights or interests herein without the advance written consent of the Commission.

EXHIBIT 1

Aqua may assign this Contract to any Charter Customer of the Commission; provided, however, that no such assignment shall modify, limit, or impair any of the duties and obligations under this Contract and that any such assignee shall pay the Commission according to the rates and prices established in Section 7 of this Contract.

The right to receive all payments that are required to be made by Aqua to the Commission in accordance with the provisions of this Contract may be assigned by the Commission to any Trustee as provided in any Bond Ordinance to secure the payment of the principal of and the premium, if any, and interest on the Bonds as those amounts come due, subject to the application of those payments as may be provided in any Bond Ordinance. Aqua, upon notice of assignment to any such Trustee, shall make all payments directly to such Trustee. Further, the rights of the Commission to enforce the provisions of this Contract may be assigned to any such Trustee and, in such event, such Trustee shall have the right to enforce this Contract at law or in equity with or without the further consent or participation of the Commission. The Commission also may retain the right to enforce this Contract.

SECTION 12. TRANSFER WITHOUT CONSENT, DISSOLUTION, INSOLVENCY, OR IMPAIRMENT OF OBLIGATIONS

In the event all or any part of the Aqua-Oak Brook System or any obligation under this Contract is transferred, sold, or assigned other than in compliance with the terms of this Contract, or in the event of a threat of insolvency, dissolution, or liquidation of Aqua, or the initiation of any proceeding under federal or state law, whether voluntary or involuntary, relating to insolvency, arrangement, reorganization, readjustment of debt, or any other form of debtor relief, or the failure of Aqua promptly to have discharged any execution, garnishment, or attachment of such consequence as would impair the ability of Aqua to carry on its operations of the Aqua System or otherwise threaten Aqua's ability to fulfill all of its obligations under this Contract, or the assignment by Aqua for the benefit of creditors, or the entry by Aqua into an agreement of composition with creditors, or the failure generally by Aqua to pay its debts as they become due, then all amounts to be paid by Aqua over the life of this Contract pursuant to Subsections 7B, 7C, and 7D of this Contract, and the similar provisions of the other Unit System Contracts, shall

EXHIBIT 1

become immediately due and payable to the Commission without notice, declaration, or other action of the Commission.

SECTION 13. FORCE MAJEURE.

If by reason of force majeure event either party to this Contract shall be rendered unable wholly or in part to carry out its obligation under this Contract, then if such party provides notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure event, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure event" as employed herein shall mean acts of God; strikes, lockouts, or other industrial disturbances; acts of a public enemy; orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraints of government and people; civil disturbances; explosions, breakage, or accidents to machinery, pipelines, canals, or tunnels; partial or entire failure of water supply; and inability on the part of the Commission to deliver Lake Water hereunder, or of Aqua to receive Lake Water hereunder, on account of any other causes not reasonably within the control or ability to cure of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and the above requirement that any force majeure event shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. No force majeure event which renders either of the parties unable to perform under this Contract shall relieve Aqua of its obligation to make payments to the Commission as required under Section 7 of this Contract and such payments shall continue as if the Aqua-Oak Brook System were receiving its Full Water Requirements from the Commission.

EXHIBIT 1

SECTION 14. COMMISSION DEFAULTS.

Failure by the Commission to deliver Lake Water to Aqua as required by this Contract or failure of the Commission to perform any other obligation under this Contract, and the continuation of that failure to perform for 30 days after written notice from Aqua to the Commission of such failure, shall be a default of the Commission under this Contract, unless any such failure is excused pursuant to Section 13 of this Contract. If the Commission defaults under this Contract, then Aqua may bring any action against the Commission allowed by law. No Commission default shall relieve Aqua of its obligation to make payments to the Commission as required under Section 7 of this Contract and such payments shall continue as if the Aqua-Oak Brook System were receiving its Full Water Requirements from the Commission.

SECTION 15. AQUA OBLIGATION UNCONDITIONAL.

Aqua shall have no right to terminate, cancel, or rescind this Contract; no right to withhold from the Commission or any Trustee who is an assignee of the Commission pursuant to Section 11 of this Contract payments due or to become due under this Contract; no right to recover from the Commission or any such Trustee amounts previously paid under this Contract unless paid in error or contrary to the provisions of this Contract or law; no right of reduction or set-off against the amounts due or to become due under this Contract to the Commission or any such Trustee; and no lien on any amounts in any fund established by the Commission or such Trustee for any reason or on account of the existence or occurrence of any event, condition, or contingency, whether foreseen or unforeseen or foreseeable or unforeseeable by Aqua or the Commission or any other person, including by way of illustration and not limitation by reason of the fact that the Waterworks System in whole or in part is not completed, operable, or operating; or the output of the Waterworks System in whole or in part is suspended, interrupted, interfered with, reduced, or curtailed; or any party to the Lake Michigan Water Contract, does not perform in whole or in part thereunder; or the Water Allocation of any of the Commission's Contract Customers is modified or terminated or any such Contract Customer does not perform in whole or in part any agreement or instrument, it being the intent hereof that Aqua shall be absolutely and unconditionally obligated

EXHIBIT 1

to make all payments under this Contract. The Commission may issue its Bonds in specific reliance on the limitations set forth in this Section 15 with respect to the rights of Aqua.

SECTION 16. COOPERATION IN CONSTRUCTION; EASEMENTS.

Aqua shall cooperate with the Commission in the construction and acquisition of the Waterworks System. Aqua, within 30 days after the Commission's request therefor, shall grant without charge to the Commission all required construction easements and all insured easements necessary for portions of the Waterworks System to be located on Aqua's property, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing, provided the Commission agrees to restore the easement property in a reasonable manner after construction. Aqua shall grant the Commission all access to its property necessary to construct and install the Commission Connection Facilities and all other equipment and appurtenant devices to the Point of Delivery.

SECTION 17. TAX COVENANTS.

Notwithstanding anything herein to the contrary, Aqua shall not purchase any Lake Water from the Commission or take any other action pursuant to this Contract that would cause the Commission to breach the tax covenants contained in any Bond Ordinance or that would otherwise cause the interest on any Bonds to become taxable. The Commission and Aqua acknowledge and agree that this provision may limit the duty of the Commission to sell Lake Water to Aqua. An opinion of an attorney or firm of attorneys having nationally recognized standing and expertise in municipal finance shall be obtained before any sale or purchase of Lake Water is made or any other action is taken pursuant to this Contract that may endanger the tax-exempt status of any of the Commission's Bonds.

SECTION 18. COOPERATION IN ISSUANCE OF BONDS.

Aqua shall cooperate with the Commission in the issuance of Bonds. In such connection, Aqua shall comply with all reasonable requests of the Commission and shall upon request do as follows:

EXHIBIT 1

- A. Make available general and financial information about itself; and
- B. Consent to publication and distribution of its financial information; and
- C. Certify that general and financial information about it is accurate, does not contain an untrue statement of a material fact, and does not omit to state a material fact necessary in order to make the statements in that information, in light of the circumstances under which they were made, not misleading; and
- D. Make available certified copies of official proceedings; and
- E. Provide reasonable certifications to be used in a transcript of closing documents; and
- F. Provide and pay for reasonably requested opinions of counsel of its choice as to the validity of its actions taken with respect to, and the binding effect of, this Contract, title to the Aqua-Oak Brook System, pending or threatened litigation which could materially affect its performance hereunder, and other reasonably related opinions.

The provisions of Subsection 18A above shall be deemed satisfied by delivery by Aqua to the Commission of a complete set of the annual audited financial statements of Aqua Company for the most recently completed fiscal year, duly certified by its independent certified public accountants.

SECTION 19. REGULATORY BODIES.

The Commission through this Contract seeks to exercise and maintain all sovereign rights granted to it under and through the Constitution and laws of the State of Illinois. This Contract shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, the State of Illinois, any governmental body or agency having lawful jurisdiction, and any authorized representative or agent of any of them; provided, however, that this clause shall not be construed as waiving the right of either party to challenge the validity of such rule, regulation, or law on any basis, including the impairment of this Contract.

O-4-22
EXHIBIT 1

SECTION 20. OTHER WATER SUPPLIERS.

Notwithstanding any of the provisions of this Contract, the Commission is not prohibited by this Contract from entering into cooperative arrangements with other suppliers or users of Lake Water to provide Lake Water to each other to meet each other's water needs, provided that these arrangements do not interfere, except in emergencies, with the delivery of Lake Water to the Aqua-Oak Brook System.

SECTION 21. NOTICES; EVIDENCE OF ACTIONS.

A. Notices. All notices or communications provided for herein shall be in writing and shall be delivered either in person or by United States mail, by certified mail with return receipt requested, postage prepaid, addressed as follows:

To the Commission: DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126
Attention: General Manager

To Aqua: Aqua Illinois, Inc.
1000 Schuyler Avenue
Kankakee, IL 60901
Attention: President

until and unless other addresses or addressees are specified by notice given in accordance herewith.

B. Evidence of Actions. Any action hereunder to be taken by the Commission or Aqua may be evidenced by copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances, as applicable) duly certified by the Clerk of the Commission or the Secretary of Aqua.

EXHIBIT 1

All notices, demands, requests, consents, approvals, and other instruments required or permitted to be made or given by Aqua shall be in writing, signed by a duly authorized officer, agent, or attorney of Aqua.

SECTION 22. EFFECTIVE DATE; ICC APPROVAL; TERM.

A. Effective Date. Except for the provisions of Section 10 of this Contract relating to the commencement of certain work following execution of this Contract and except for the provisions of Section 23 of this Contract relating to the payment of certain costs, as to which provisions this Contract shall be effective immediately after authorization and execution by both parties hereto, this Contract shall be effective upon the later of the happening of the Closing Contingency listed in Subsection 3.C., or authorization and execution by both parties hereto and approval of this Contract to the extent required by the Illinois Commerce Commission in the manner provided by law, including without limitation approval of initial rates sufficient to satisfy the Rate Covenant set forth in Subsection 9C of this Contract, which approval Aqua agrees to apply for not later than 42 days after execution of this Contract and to diligently pursue; provided, however, that the parties' execution of this Contract shall, except as provided in Subsection 22B below, remain effective and binding on each party.

B. ICC Approval. If the Illinois Commerce Commission approval is necessary to effectuate this Contract or any part hereof, and the Illinois Commerce Commission approves some but not all of the provisions of this Contract, then the Commission and Aqua may, each in the exercise of its sole discretion, agree by written amendment to revise the provisions of this Contract to a form satisfactory to the Illinois Commerce Commission. In the event of such an agreed revision, this Contract shall take effect as revised but, unless and until such agreed revision is executed by both the Commission and Aqua, this Contract shall be of no force or effect except to the extent provided in Sections 10 and 23 of this Contract as aforesaid. Nothing in this Contract shall be construed to require either the Commission or Aqua to agree to any revision to this Contract as a result of any action by the Illinois Commerce Commission.

EXHIBIT 1

C. Term. This Contract shall continue in force and effect until February 24, 2024, unless this Contract is terminated sooner by the Commission pursuant to the terms of this Contract.

SECTION 23. REGULATORY PROCEEDINGS.

Whether or not this Contract, or any agreed revision of it, is ever approved by the Illinois Commerce Commission, Aqua shall pay to the Commission all attorneys', engineering, and administrative fees, costs, and expenses incurred by the Commission for any work related to, or participation in, any regulatory proceeding which shall be required or requested of the Commission by the Illinois Commerce Commission or by Aqua as a result of, or as occasioned by, this Contract and, further, shall pay to the Commission all attorneys', engineering, and administrative fees, costs, and expenses incurred by the Commission in connection with the negotiation, preparation, consideration, and review of this Contract and in implementing the terms of this Contract, including without limitation the costs of design of the Commission Connection Facilities. If this Contract is not approved by the Illinois Commerce Commission, then Aqua's payment hereunder shall be due and payable immediately after receipt by it of an invoice from the Commission detailing such costs. If this Contract is approved by the Illinois Commerce Commission, then such costs shall be treated as part of the Connection Facilities Cost provided in Subsection 7C of this Contract.

SECTION 24. GOVERNING LAW.

This Contract shall be construed exclusively under the applicable laws, but not the conflicts of laws rules, of the State of Illinois. The parties agree that venue for any litigation arising out of this Contract shall only be proper in the Eighteenth Judicial Circuit Court, DuPage County, Illinois and waive any right, whether statutory or otherwise, to venue in any other jurisdiction.

SECTION 25. MISCELLANEOUS

A. Waiver. No course of dealing or failure of the Commission or Oswego to enforce strictly any term, right, or condition of this Contract shall be construed as a waiver of such term,

O-4-22
EXHIBIT 1

right, or condition. No express waiver of any term, right, or condition of this Contract shall operate as a waiver of any other term, right, or condition.

B. Partial Invalidity. If a term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

C. Payment of Interim Costs. Whether or not the Aqua-Oak Brook System is ever completed, operable, or operating, Aqua shall pay to the Commission all attorneys', engineering, and administrative fees, costs, and expenses incurred by the Commission for any work related to, or participation in, any regulatory proceeding which shall be required or requested of the Commission by the Illinois Department of Department of Natural Resources, Office of Water Resources, or by Aqua as a result of, or occasioned by, this Contract and, further, shall pay to the Commission all attorneys', engineering, and administrative fees, costs, and expenses incurred by the Commission in connection with the negotiation, preparation, consideration, and review of this Contract and in implementing the terms of this Contract, including without limitation the costs of the design and construction of the Commission Connection Facilities.

D. Commission Remedies. In the event that Aqua does not construct the Alternate Delivery or Direct Connection Facilities in the time period required by Subsections 4C and 4D above, and subject to events of Force Majeure, the Commission shall have the right but not the obligation to draw on the Cash Deposit upon fourteen (14) days written notice and proceed to complete the work necessary to complete the Direct Connection Facilities with two direct connections to the Waterworks System at no cost to the Commission. To the fullest extent permitted by law, Aqua shall indemnify and hold the Commission harmless for any claims, causes of action or third-party injuries incurred due to the Commission constructing the Direct Connection Facilities or any portion thereof. To the extent the Cash Deposit is not sufficient to cover the costs to construct the Direct Connection Facilities as set forth herein, and any other costs incurred by the Commission, including but not limited to attorneys' fees, engineering costs and land

EXHIBIT 1

acquisition costs, Aqua shall pay the Commission within thirty (30) days of receipt of any invoice(s) the costs incurred by the Commission in excess of the remaining Cash Deposit. Further, the parties agree that the Commission shall be irreparably harmed and shall be without an adequate remedy at law if Aqua does not comply with the provisions of Subsections 4C and 4D above; therefore, if the Commission so desires, it shall be entitled to a mandatory injunction requiring that Aqua complete the Direct Connection Facilities in a timely manner at Aqua's sole cost and expense. Further, Aqua shall pay the Commission any attorneys' fees and any other costs incurred by the Commission to either obtain an injunction or collect on any costs unpaid by Aqua pursuant to its failure to comply with Subsections 4C and 4D above.

SECTION 26. MODIFICATIONS OR AMENDMENTS.

This Contract shall not be modified or amended in any way except in writing approved by both parties hereto. No such modification or amendment shall materially impair or adversely affect the ability or obligation of Aqua to make payments to the Commission to meet the Commission's obligations under the Lake Michigan Water Contract, the Charter Customer Contract, and the Bond Ordinances.

SECTION 27. EXHIBITS INCORPORATED.

Exhibits A-1, A-2, B-1, B-2, C, D, E, F, and G to this Contract are hereby fully incorporated into this Contract as substantive provisions of this Contract.

SECTION 28. EXECUTION IN COUNTERPARTS.

This Contract shall be executed in two counterparts, each of which shall be deemed to be an original, and each of which shall constitute but one and the same instrument.

O-4-22
EXHIBIT 1

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be affixed hereto and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

Date: _____

AQUA ILLINOIS, INC.

By: _____

Its: _____

ATTEST:

Its: _____

Date: _____

DUPAGE WATER COMMISSION

By: _____

James Zay

Its: Chairman

ATTEST:

Danna Mundall
Clerk

Date: _____

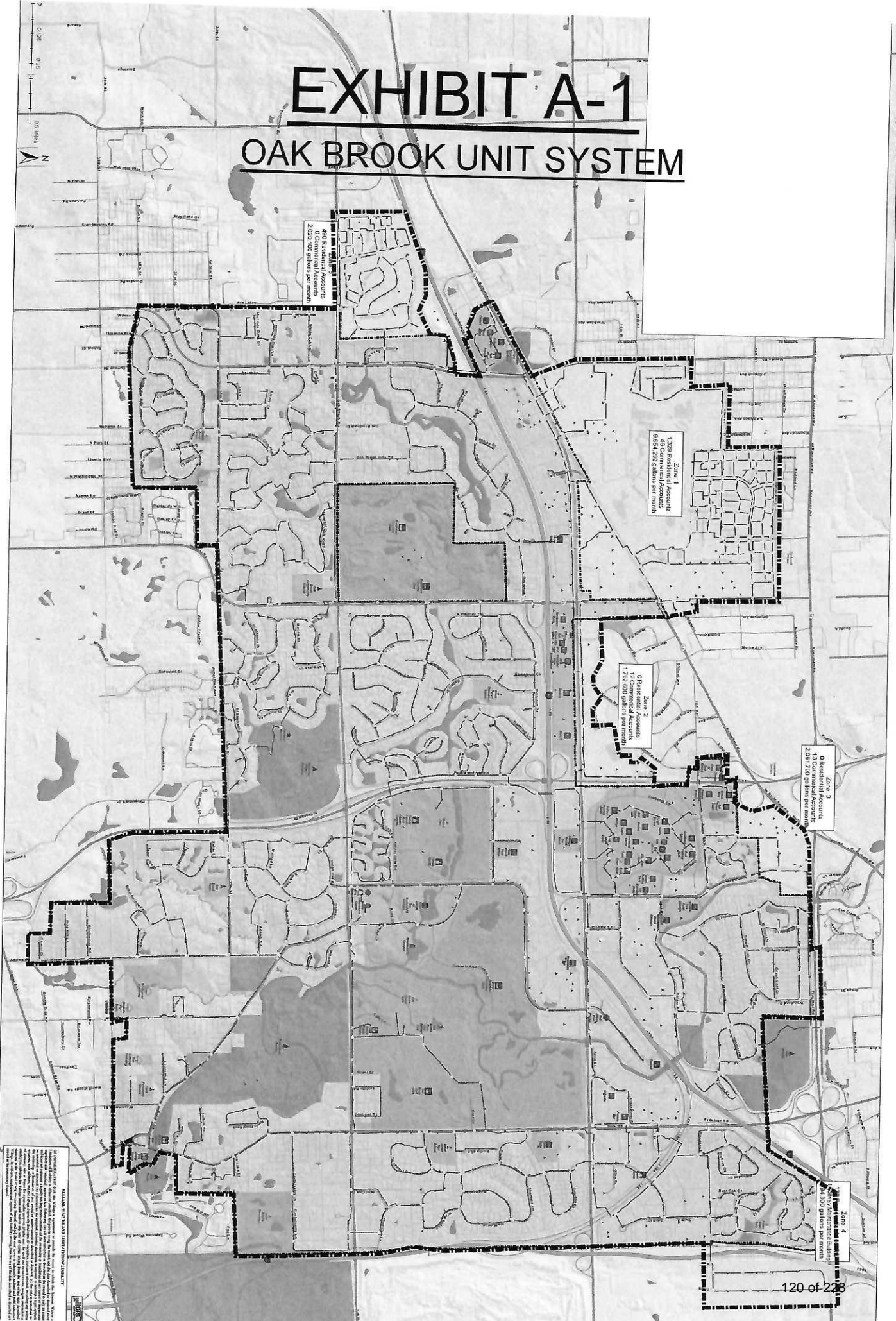
O-4-22
EXHIBIT 1

LIST OF EXHIBITS

- Exhibit A-1: Oak Brook Unit System
- Exhibit A-2: Aqua-Oak Brook System Service Area
- Exhibit B-1: Preliminary Plans for the Aqua-Oak Brook System Connection Facilities
- Exhibit B-2: Preliminary Plans for the Commission Connection Facilities and the Points of Delivery
- Exhibit C: Aqua-Oak Brook System and Unit Systems
- Exhibit D: Calculation of Water Storage Requirements
- Exhibit E: Metering Station Easement Agreement
- Exhibit F: Illustrative Calculation of Section 12(c)(iii) Amount and Payments
- Exhibit G: Illustrative Schedule of Events

EXHIBIT A-1

OAK BROOK UNIT SYSTEM



480 Residential Accounts
0 Commercial Accounts
2,000,000 gallons per month

Zone 1
1,329 Residential Accounts
9,654,262 gallons per month

Zone 2
0 Commercial Accounts
1,732,400 gallons per month

Zone 3
10 Residential Accounts
2,091,700 gallons per month

Zone 4
128 Residential Accounts
84,500 gallons per month

EXHIBIT A-1
OAK BROOK UNIT SYSTEM
This map shows the boundaries of the Oak Brook Unit System, which is a public utility system. The boundaries are shown in a thick dashed line. The map also shows the locations of the five zones, which are defined by residential account counts and monthly water usage in gallons. The map is intended to provide information to the public about the unit system and its zones.



Water System Transfer Zones

- Village of Oak Brook System Valve
 - System Valve - Other Ownership
 - Possible System Valve (Requires Verification)
 - ▲ Private Hydrant
 - Village of Oak Brook Hydrant
 - Village of Oak Brook Water Main
 - Water System Transfer Zone
- Total Monthly Usage**
16,122,992 gallons/month
- Total Services**
1949 residential accounts
71 commercial accounts
1 tollway maintenance building

EXHIBIT A-2

AQUA-OAK BROOK SYSTEM SERVICE AREA

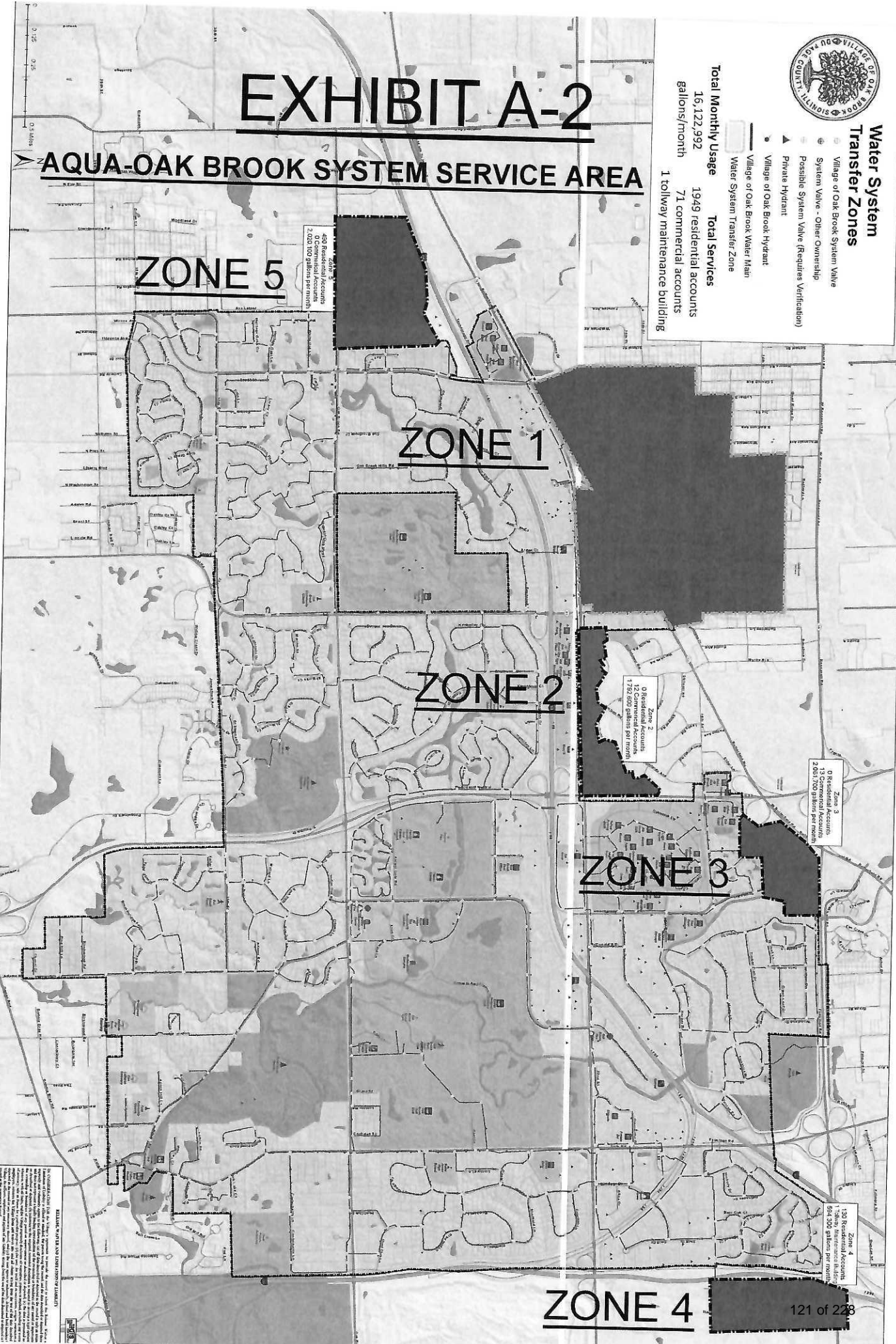


EXHIBIT A-2: AQUA-OAK BROOK SYSTEM SERVICE AREA

This map was prepared by the Village of Oak Brook, Illinois, and is intended to provide information regarding the service area of the Aqua-Oak Brook System. The map is not intended to be used for any other purpose, and the Village of Oak Brook is not responsible for any errors or omissions on this map. The map is based on the most current information available to the Village of Oak Brook as of the date of preparation.

ZONE 4

EXHIBIT B-1
PRELIMINARY PANS FOR THE AQUA-OAK BROOK SYSTEM SERVICE AREA



AQUA IL proposes two (2) direct metering stations to serve the five (5) zones.

The first direct connect metering station will be used to serve zones 1-4. The proposed tie in location is the 36" steel main along Summit Ave. See Figure 1 for depiction of proposed site. Once all the zones are connected, this location will allow for adequate service to all customers with considerations to operating pressures and fire flow availability.

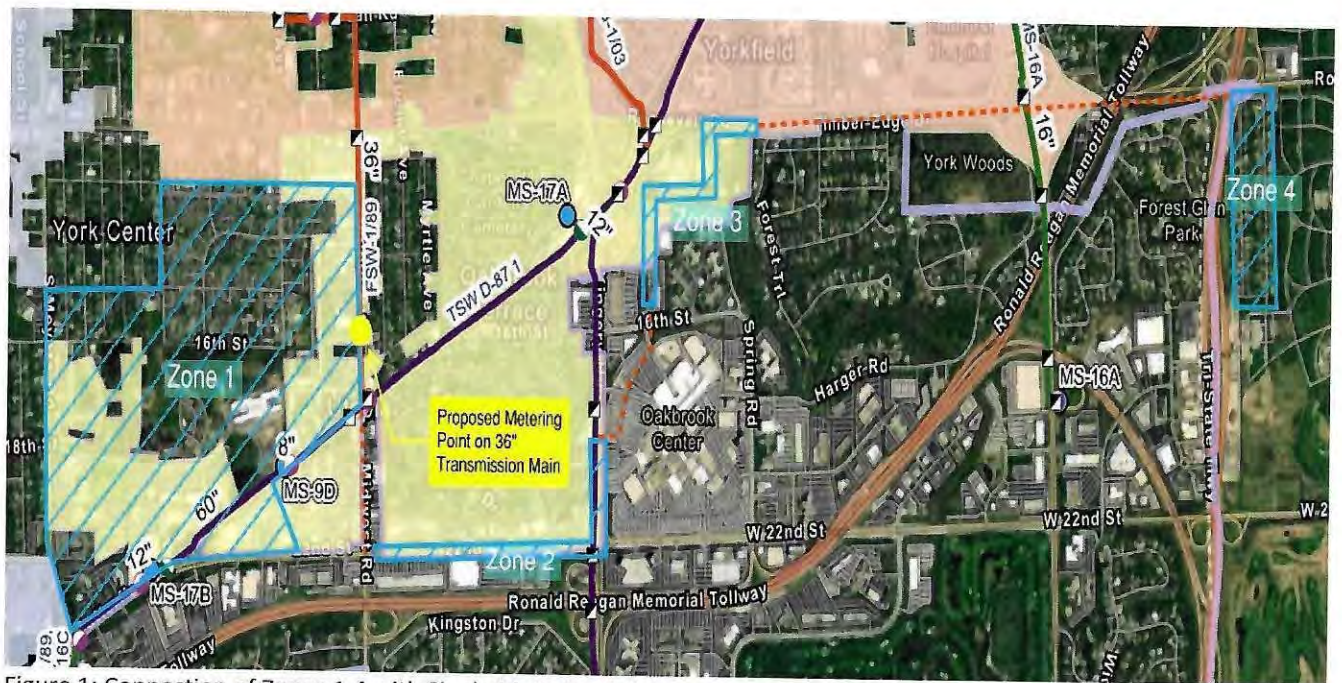


Figure 1: Connection of Zones 1-4 with Single Metering Point

EXHIBIT B-1
PRELIMINARY PANS FOR THE AQUA-OAK BROOK SYSTEM SERVICE AREA



The second direct connect metering station will serve zone 5, which is South of I-88. This zone was left independent due to the expected challenges of crossing the tollway. The proposed tie in location is at the 16" ductile iron main along the frontage road to Toll Plaza 52 Eastbound. See Figure 2 for depiction of the proposed site.



Figure 2: Connection of Zone 5 with Single Metering Point

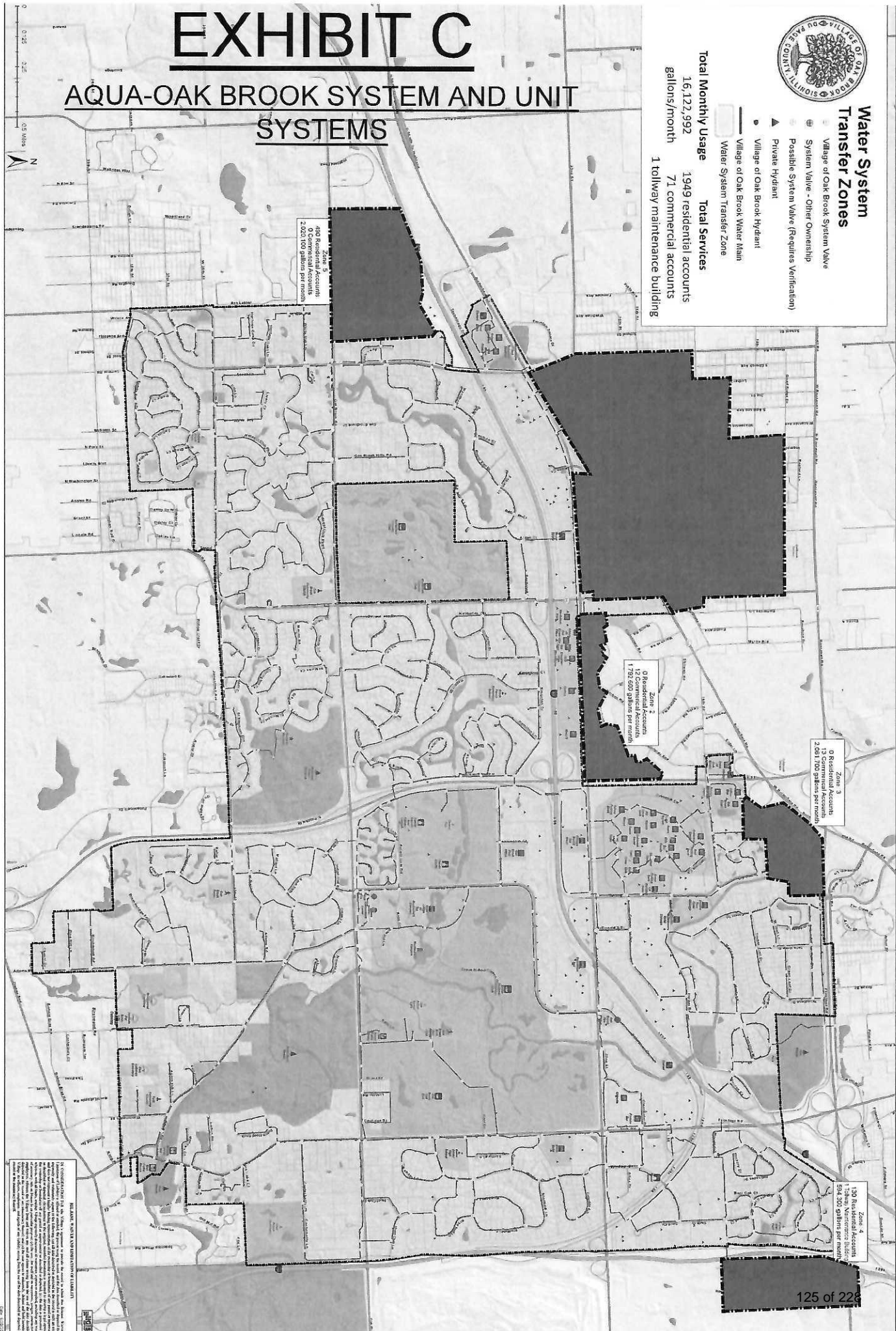
EXHIBIT C

AQUA-OAK BROOK SYSTEM AND UNIT SYSTEMS



Water System Transfer Zones

- Village of Oak Brook System Valve
 - System Valve - Other Ownership
 - Possible System Valve (Requires Verification)
 - ▲ Private Hydrant
 - ▲ Village of Oak Brook Hydrant
 - Village of Oak Brook Water Main
 - Water System Transfer Zone
- Total Monthly Usage**
16,122,992 gallons/month
- Total Services**
1949 residential accounts
71 commercial accounts
1 tollway maintenance building



**EXHIBIT D
MINIMUM WATER STORAGE REQUIREMENTS**

REVISED (07/31/21) CUSTOMER	EXIST STORAGE (MG)	2022 ALLOCATION (IN MGD)	% OF SYSTEM	REQUIRED STORAGE	SHALLOW WELL ALLOWANCE	% OF DWC STORAGE (MG)	STORAGE ABOVE OR (BELOW) REQ (MG)
ADDISON	6.75	4.503	4.14%	9.01	0.90	2.59	1.23
AQUA ILLINOIS (1)	0.00	0.501	0.46%	1.00	0.00	0.29	(0.71)
ARGONNE	1.60	0.758	0.70%	1.52	0.15	0.44	0.67
BARTLETT	8.20	3.450	3.17%	6.90	0.69	1.98	3.97
BENSENVILLE	3.55	2.625	2.41%	5.25	0.00	1.51	(0.19)
BLOOMINGDALE	4.80	3.104	2.85%	6.21	0.62	1.78	1.00
CAROL STREAM	6.50	4.682	4.30%	9.36	0.94	2.69	0.76
IAWC ARROWHEAD	0.40	0.190	0.17%	0.38	0.04	0.11	0.17
IAWC COUNTRY CLUB	0.20	0.105	0.10%	0.21	0.02	0.06	0.07
IAWC DU PAGE/LISLE	0.91	0.591	0.54%	1.18	0.12	0.34	0.19
IAWC LOMBARD	0.07	0.065	0.06%	0.13	0.01	0.04	(0.01)
IAWC VALLEY VIEW	0.88	0.700	0.64%	1.40	0.14	0.40	0.02
IAWC LIBERTY RIDGE WEST	0.40	0.359	0.33%	0.72	0.07	0.21	(0.04)
IAWC LIBERTY RIDGE EAST	0.07	0.049	0.05%	0.10	0.01	0.03	0.01
CLARENDON HILLS	1.25	0.899	0.83%	1.80	0.18	0.52	0.15
DARIEN /DPC-SERWF	4.00	3.262	3.00%	6.52	0.65	1.87	0.00
DOWNERS GROVE	8.00	7.400	6.80%	14.80	1.48	4.25	(1.07)
DUPAGE COUNTY	2.63	1.355	1.25%	2.71	0.27	0.78	0.97
ELMHURST	15.00	4.759	4.37%	9.52	0.95	2.73	9.17
GLENDALE HEIGHTS	4.70	2.999	2.76%	6.00	0.60	1.72	1.02
GLEN ELLYN (2)	3.20	3.202	2.94%	6.40	0.64	1.84	(0.72)
HINSDALE	4.50	2.955	2.72%	5.91	0.59	1.70	0.88
ITASCA	3.50	2.015	1.85%	4.03	0.40	1.16	1.03
LISLE (3)	4.79	3.308	3.04%	6.62	0.66	1.90	0.74
LOMBARD (4)	5.55	5.257	4.83%	10.51	1.05	3.02	(0.89)
NAPERVILLE	43.90	22.259	20.46%	44.52	4.45	12.79	16.62
OAK BROOK	8.00	4.536	4.17%	9.07	0.91	2.61	2.44
OAKBROOK TERRACE	0.50	0.293	0.27%	0.59	0.06	0.17	0.14
ROSELLE	1.75	2.387	2.19%	4.77	0.48	1.37	(1.18)
VILLA PARK	3.80	2.222	2.04%	4.44	0.00	1.28	0.63
WESTMONT	4.50	3.090	2.84%	6.18	0.62	1.77	0.71
WHEATON	7.26	6.046	5.56%	12.09	1.21	3.47	(0.15)
WINFIELD (5)	1.60	1.224	1.12%	2.45	0.24	0.70	0.10
WILLOWBROOK	4.00	1.489	1.37%	2.98	0.30	0.86	2.18
WOOD DALE	3.35	1.693	1.56%	3.39	0.34	0.97	1.28
WOODRIDGE	6.15	4.479	4.12%	8.96	0.90	2.57	0.66
CUSTOMER TOTAL	176.26	108.811	100.00%	217.62	20.69	62.50	41.83
DWC TOTAL	62.50						
TOTAL	238.76						

- (1) AQUA STORAGE TEMPORARILY PROVIDED BY OAK BROOK.
TEMPORARY USAGE FOR AQUA ILLINOIS IN LIEU OF IDNR ALLOCATION
- (2) INCLUDES GLEN ELLYN CONTRACTED STORAGE TO IAWC LIBERTY RIDGE EAST
- (3) INCLUDES LISLE CONTRACTED STORAGE TO IAWC DUPAGE/LISLE SYSTEM
- (4) INCLUDES LOMBARD CONTRACTED STORAGE TO IAWC LOMBARD HEIGHTS SYSTEM
- (5) INCLUDES WINFIELD CONTRACTED STORAGE TO IAWC LIBERTY RIDGE WEST

O-4-22

EXHIBIT E

METERING STATION EASEMENT AGREEMENT

DuPAGE WATER COMMISSION METERING STATION

EASEMENT AGREEMENT

(Aqua-Oak Brook System)

PERMANENT REAL ESTATE TAX INDEX NO. _____

Prepared by and Mail to:

METERING STATION
EASEMENT AGREEMENT

(Aqua-Oak Brook System)

THIS EASEMENT AGREEMENT, made and entered into this ____ day of _____, 202_, by and between the DuPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission") and Aqua Company of Illinois, an Illinois corporation created and existing under the laws of the State of Illinois and a customer of the Commission (the "Customer"),

WITNESSETH:

WHEREAS, the Commission and the Customer have entered into a certain Water Purchase and Sale Contract dated as of ____ day of _____, 202_ (the "Contract"); and

WHEREAS, the Contract provides that the Commission is to furnish, install, own, operate, maintain, repair, and replace certain equipment and devices, together with certain above-ground structures and portions of its water distribution mains, including underground feeder pipe lines and related equipment, for properly conveying and measuring the quantity of Lake Michigan water delivered by the Commission to the Customer under the Contract (collectively referred to as the "Aqua-Oak Brook Metering Stations"); and

WHEREAS, the Contract provides that the Aqua-Oak Brook Metering Stations are to be located at sites selected and provided by the Customer, subject to review and approval by the Commission; and

WHEREAS, the Customer has selected the sites legally described and generally depicted in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Aqua-Oak Brook Metering Station Easements") for the location of the

Aqua-Oak Brook Metering Stations as generally depicted in Exhibit B attached hereto and by this reference incorporated herein and made a part hereof; and

WHEREAS, the Commission has reviewed the Aqua-Oak Brook Metering Station Easements and approved the same for the location of the Aqua-Oak Brook Metering Stations; and

WHEREAS, the Commission has submitted to the Customer for review the drawings and specifications for the Aqua-Oak Brook Metering Stations; and

WHEREAS, the Commission and the Customer desire to enter into this Easement Agreement in order to provide the Commission with a sufficient property interest in the Aqua-Oak Brook Metering Station Easements to fulfill the provisions and purpose of the Contract.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, and other applicable authority, the Commission and the Customer hereby agree as follows:

1. The foregoing recitals are hereby incorporated herein as substantive provisions of this Easement Agreement.
2. The Customer hereby grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a perpetual easement to construct, furnish, install, own, operate, maintain, test, inspect, remove, repair, and replace the Aqua-Oak Brook Metering Stations at, in, under, and upon the Aqua-Oak Brook Metering Station Easements, together with all reasonable rights of ingress and egress along or across any adjoining lands of, or under the jurisdiction and control of, the Customer. **[The Customer hereby further grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a non-exclusive perpetual access easement along and across the lands described as the access easement on Exhibit A.]**
3. The Aqua-Oak Brook Metering Stations shall be not located, constructed, or maintained in any manner not in substantial conformity with Exhibit B without the express consent of the Customer, which consent shall not be unreasonably withheld.

4. The Commission shall exercise the easement rights hereby granted with due care, and shall not unreasonably interfere with, damage, or harm any Customer property located upon the Aqua-Oak Brook Metering Station Easement and Customer's adjacent property.
5. All fences, roads, landscaping, and improvements shall be restored to former condition by the Commission if disturbed or altered in any manner by construction or maintenance activities of the Commission.
6. The Customer hereby reserves the right to use the Aqua-Oak Brook Metering Station Easement and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Commission of the rights granted hereunder; provided, however, that the Customer shall not in any manner disturb, damage, destroy, injure, obstruct, or permit to be obstructed the Aqua-Oak Brook Metering Stations without the express prior written consent of the Commission; nor shall the Customer permanently or temporarily improve, damage, or obstruct the Aqua-Oak Brook Metering Station **[or the access easement premises]** in any manner that would impair the exercise by the Commission of the rights hereby granted.
7. The Customer agrees to indemnify and defend the Commission with respect to any and all claims of damages to persons or property that may arise directly from the negligence of the Customer, or its agents or employees, in performing any work on the Aqua-Oak Brook Metering Station Easement and Customer's adjacent property in conjunction with its rights pursuant to Paragraph 6 hereof, and, except as otherwise provided in the Contract, the Commission agrees to indemnify and defend the Customer with respect to any and all claims of damages to persons or property that may arise directly from the negligence of the Commission, or its agents or employees, in performing any work on the Aqua-Oak Brook Metering Station Easement and Customer's adjacent property in conjunction with its rights pursuant to Paragraphs 2, 4, and 5 hereof. The Customer shall provide to the Commission, and the Commission shall provide to the Customer, a certificate of insurance or proof of self-insurance coverage as evidence of its continuing ability to meet the obligation established in this Paragraph, and both shall maintain such coverage at all times.
8. The Customer hereby agrees to execute any and all additional documents, approvals, waivers, or consents, if any, that may be reasonably necessary for the Commission to secure any

permits required from any county, state, or federal agency for or in connection with constructing, furnishing, installing, owning, operating, maintaining, testing, inspecting, repairing, removing, or replacing the Aqua-Oak Brook Metering Stations.

9. In the event that the Contract is terminated without renewal with respect to the Customer, the Commission shall, within 90 days, execute and deliver to the Customer an appropriate document evidencing the termination of this Easement Agreement and releasing the permanent easement and access rights hereby granted.

The Commission may, within said 90-day period, at its own expense, and in its own discretion, remove the Aqua-Oak Brook Metering Stations from the Aqua-Oak Brook Metering Station Easements. If the Commission fails to remove the Aqua-Oak Brook Metering Stations, as aforesaid, the Customer may take title to the Aqua-Oak Brook Metering Stations.

10. All rights, title, and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective grantees, successors, assigns, and legal representatives.

11. All representations and warranties contained herein shall survive the execution of this Easement Agreement and the recordation hereof and shall not be merged.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper representatives duly authorized to execute the same.

Date: _____

DUPAGE WATER COMMISSION

By: _____

Its: _____

ATTEST:

Its: _____

O-4-22

Date: _____

AQUA ILLINOIS, INC.

By: _____

Its: _____

ATTEST:

Clerk

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the General Manager of the DuPage Water Commission, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument as his free and voluntary act, and as the free and voluntary act of said Commission, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of 202_.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)

) SS

COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of Aqua Company of Illinois, and personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of 202_.

Notary Public

My Commission Expires:

EXHIBIT F
ILLUSTRATIVE CALCULATION OF SECTION 12(c)(iii) AMOUNT AND PAYMENT

DuPage Water Commission
 Calculation of Capital Cost Recovery Charge as of May 1, 2022
 For Aqua Illinois

Fixed Assets (Audited as of 04-30-2022)	
Land	\$ 11,728,902
Infrastructure	382,985,840
Buildings	109,045,736
Office Equipment	4,728,359
Machinery	26,535,148
Vehicles	946,092
CIP	<u>2,317,861</u>
Total	\$ 538,287,938
Less: Feeder Mains & Meter Stations	<u>94,321,158</u>
	443,966,780
Less: Total Rebates	<u>106,326,287</u>
Total	<u><u>\$ 337,640,493</u></u>

	MGD		Total Capital Cost Recovery Charge
Aqua Illinois Zones (Avg for 2021)	0.510		
DuPage Water Commission (CY2020-CY2021 Avg)*	<u>72.510</u>	0.699%	<u>\$ 2,360,107</u>
Total	<u><u>73.020</u></u>		

*Less Aqua Illinois zones purchase areas from Oak Brook amounts

CONTRACT MILESTONES IN BOLD FONT
(TARGET CONTRACT MILESTONES UNLESS OTHERWISE APPROVED)

EXHIBIT G
ILLUSTRATIVE SCHEDULE OF EVENTS

CUSTOMER CONTRACT APPROVED (EFFECTIVE DATE)	0	4	8	12	16	20	24	28	32
AQUA, ILLINOIS DUTIES									
ICC APPROVAL									
ACQUIRE ALL PROPERTY INTERESTS FOR AQUA AND DWC									
DESIGN INTERIM AQUA-OAK BROOK CONNECTION FACILITIES									
CONSTRUCT INTERIM AQUA-OAK BROOK CONNECTION FACILITIES									
IEPA APPROVALS									
IEPA APPROVALS									
OPERATE INTERIM AQUA-OAK BROOK CONNECTION FACILITIES (120 DAYS AFTER INTERIM AGREEMENT SIGNED)									
10.A - DESIGN PERMANENT AQUA CONNECTION FACILITIES									
10.B - IEPA APPROVALS									
10.C - CONSTRUCT PERMANENT AQUA CONNECTION FACILITIES									
IEPA APPROVALS									
10.D - DESIGN WATER STORAGE FACILITIES									
10.E - IEPA APPROVALS									
10.F - CONSTRUCT WATER STORAGE FACILITIES									
IEPA APPROVALS									
DWC APPROVALS									
DWC DUTIES									
10.G - APPROVE OF PROPERTY INTERESTS									
DESIGN COMMISSION CONNECTION FACILITIES									
IEPA APPROVALS									
10.H - CONSTRUCT COMMISSION CONNECTION FACILITIES									
IEPA APPROVALS									
OTHER EVENTS									
PAYMENT OF CAPITAL RISK RECOVERY CHARGES (BUY-IN)									
DELIVERY OF WATER THROUGH PERMANENT CONNECTIONS									
PAYMENT OF COSTS OR FIRST WATER BILLING CYCLE									

CONTRACT MILESTONES IN BOLD FONT
(TARGET CONTRACT MILESTONES UNLESS OTHERWISE APPROVED)

EXHIBIT G
ILLUSTRATIVE SCHEDULE OF EVENTS

CUSTOMER CONTRACT APPROVED (EFFECTIVE DATE)	36	40	44	48	52	56	60	64	68
AQUA ILLINOIS DUTIES									
ICC APPROVAL									
ACQUIRE ALL PROPERTY INTERESTS FOR AQUA AND DMC									
DESIGN INTERIM AQUA-OAK BROOK CONNECTION FACILITIES									
IEPA APPROVALS									
CONSTRUCT INTERIM AQUA-OAK BROOK CONNECTION FACILITIES									
IEPA APPROVALS									
OPERATE INTERIM AQUA-OAK BROOK CONNECTION FACILITIES (120 DAYS AFTER INTERIM AGREEMENT SIGNED)									
10.A - DESIGN PERMANENT AQUA CONNECTION FACILITIES									
10.B - IEPA APPROVALS									
10.C - CONSTRUCT PERMANENT AQUA CONNECTION FACILITIES									
IEPA APPROVALS									
10.D - DESIGN WATER STORAGE FACILITIES									
IEPA APPROVALS									
10.E - IEPA APPROVALS									
10.F - CONSTRUCT WATER STORAGE FACILITIES									
IEPA APPROVALS									
DMC APPROVALS									
DMC DUTIES									
10.G - APPROVE OF PROPERTY INTERESTS									
DESIGN COMMISSION CONNECTION FACILITIES									
IEPA APPROVALS									
10.H - CONSTRUCT COMMISSION CONNECTION FACILITIES									
IEPA APPROVALS									
OTHER EVENTS									
PAYMENT OF CAPITAL RISK RECOVERY CHARGES (BUY-IN)									
DELIVERY OF WATER THROUGH PERMANENT CONNECTIONS									
PAYMENT OF COSTS OR FIRST WATER BILLING CYCLE									

CONTRACT MILESTONES IN BOLD FONT
 (TARGET CONTRACT MILESTONES UNLESS OTHERWISE APPROVED)

EXHIBIT G
 ILLUSTRATIVE SCHEDULE OF EVENTS

CUSTOMER CONTRACT APPROVED (EFFECTIVE DATE)	72	76	80	84	88	92	96	100	104
AQUA ILLINOIS DUTIES									
ICC APPROVAL									
ACQUIRE ALL PROPERTY INTERESTS FOR AQUA AND DMC									
DESIGN INTERIM AQUA-OAK BROOK CONNECTION FACILITIES									
IEPA APPROVALS									
CONSTRUCT INTERIM AQUA-OAK BROOK CONNECTION FACILITIES									
IEPA APPROVALS									
OPERATE INTERIM AQUA-OAK BROOK CONNECTION FACILITIES (120 DAYS AFTER INTERIM AGREEMENT SIGNED)									
10.A - DESIGN PERMANENT AQUA CONNECTION FACILITIES									
10.B - IEPA APPROVALS									
10.C - CONSTRUCT PERMANENT AQUA CONNECTION FACILITIES									
IEPA APPROVALS									
10.D - DESIGN WATER STORAGE FACILITIES									
IEPA APPROVALS									
10.E - IEPA APPROVALS									
10.F - CONSTRUCT WATER STORAGE FACILITIES									
IEPA APPROVALS									
DMC APPROVALS									
DMC DUTIES									
10.G - APPROVE OF PROPERTY INTERESTS									
DESIGN COMMISSION CONNECTION FACILITIES									
IEPA APPROVALS									
10.H - CONSTRUCT COMMISSION CONNECTION FACILITIES									
IEPA APPROVALS									
OTHER EVENTS									
PAYMENT OF CAPITAL RISK RECOVERY CHARGES (BUY-IN)									
DELIVERY OF WATER THROUGH PERMANENT CONNECTIONS									
PAYMENT OF COSTS OR FIRST WATER BILLING CYCLE									

CONTRACT MILESTONES IN BOLD FONT
(TARGET CONTRACT MILESTONES UNLESS OTHERWISE APPROVED)

EXHIBIT G
ILLUSTRATIVE SCHEDULE OF EVENTS

CUSTOMER CONTRACT APPROVED (EFFECTIVE DATE)	108	112	116	120	124	128	132	136	140
AQUA ILLINOIS DUTIES									
ICC APPROVAL									
ACQUIRE ALL PROPERTY INTERESTS FOR AQUA AND DMC									
DESIGN INTERIM AQUA-OAK BROOK CONNECTION FACILITIES									
IEPA APPROVALS									
CONSTRUCT INTERIM AQUA-OAK BROOK CONNECTION FACILITIES									
IEPA APPROVALS									
OPERATE INTERIM AQUA-OAK BROOK CONNECTION FACILITIES (150 DAYS AFTER INTERIM AGREEMENT SIGNED)									
10.A - DESIGN PERMANENT AQUA CONNECTION FACILITIES									
10.B - IEPA APPROVALS									
10.C - CONSTRUCT PERMANENT AQUA CONNECTION FACILITIES									
IEPA APPROVALS									
10.D - DESIGN WATER STORAGE FACILITIES									
IEPA APPROVALS									
10.E - IEPA APPROVALS									
10.F - CONSTRUCT WATER STORAGE FACILITIES									
IEPA APPROVALS									
DMC APPROVALS									
DMC DUTIES									
10.G - APPROVE OF PROPERTY INTERESTS									
DESIGN COMMISSION CONNECTION FACILITIES									
IEPA APPROVALS									
10.H - CONSTRUCT COMMISSION CONNECTION FACILITIES									
IEPA APPROVALS									
OTHER EVENTS									
PAYMENT OF CAPITAL RISK RECOVERY CHARGES (BUY-IN)									
DELIVERY OF WATER THROUGH PERMANENT CONNECTIONS									
PAYMENT OF COSTS OR FIRST WATER BILLING CYCLE									

CONTRACT MILESTONES IN BOLD FONT
(TARGET CONTRACT MILESTONES UNLESS OTHERWISE APPROVED)

EXHIBIT G
ILLUSTRATIVE SCHEDULE OF EVENTS

CUSTOMER CONTRACT APPROVED (EFFECTIVE DATE)	144	148	152	156	160
	WEEKS				
AQUA ILLINOIS DUTIES					
ICC APPROVAL					
ACQUIRE ALL PROPERTY INTERESTS FOR AQUA AND DW/C					
DESIGN INTERIM AQUA-OAK BROOK CONNECTION FACILITIES					
IEPA APPROVALS					
CONSTRUCT INTERIM AQUA-OAK BROOK CONNECTION FACILITIES					
IEPA APPROVALS					
OPERATE INTERIM AQUA-OAK BROOK CONNECTION FACILITIES (120 DAYS AFTER INTERIM AGREEMENT SIGNED)					
10.A - DESIGN PERMANENT AQUA CONNECTION FACILITIES					
10.B - IEPA APPROVALS					
10.C - CONSTRUCT PERMANENT AQUA CONNECTION FACILITIES					
IEPA APPROVALS					
10.D - DESIGN WATER STORAGE FACILITIES					
10.E - IEPA APPROVALS					
10.F - CONSTRUCT WATER STORAGE FACILITIES					
IEPA APPROVALS					
DW/C APPROVALS					
DW/C DUTIES					
10.G - APPROVE OF PROPERTY INTERESTS					
DESIGN COMMISSION CONNECTION FACILITIES					
IEPA APPROVALS					
10.H - CONSTRUCT COMMISSION CONNECTION FACILITIES					
IEPA APPROVALS					
OTHER EVENTS					
PAYMENT OF CAPITAL RISK RECOVERY CHARGES (BUY-IN)					
DELIVERY OF WATER THROUGH PERMANENT CONNECTIONS					
PAYMENT OF COSTS OR FIRST WATER BILLING CYCLE					
					FIRST BILLING OR EARLIER IF COMPLETION OF CONSTRUCTION

O-4-22

EXHIBIT 2

INTERIM DELIVERY AGREEMENT

EXHIBIT 2

INTERIM DELIVERY AGREEMENT
AMONG THE VILLAGE OF OAK BROOK AND AQUA ILLINOIS, INC

This Interim Delivery Agreement (the “Agreement”), dated as of _____, 2022, by and between the VILLAGE OF OAK BROOK, a municipal corporation of the State of Illinois existing by virtue of its creation consistent with the Illinois Municipal Code set forth in 65 ILCS 5/1-1-1 *et seq.* (the “Village”), and AQUA ILLINOIS, INC, an Illinois Corporation (“Aqua”), a public utility regulated by the Illinois Commerce Commission within the meaning of Section 3-105 of the Public Utilities Act, 220 ILCS 511-101 *et seq.* DUPAGE WATER COMMISSION, DuPage, Cook, and Will Counties, State of Illinois, a county water commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, and the Water Commission Act of 1985, 70 ILCS 3720/0.01 *et seq.* (the “Commission”), is a signatory to this Agreement as to form approving the arrangement pursuant to Subsection 4B and 4C of the Aqua Customer Contract for the Alternate Delivery of Lake Water dated _____, 2022 (the “Aqua Customer Contract”) and as an intended third party beneficiary of this Agreement.

WITNESSETH:

WHEREAS, the Commission owns and maintains a transmission and distribution system as a supplier of potable water to member customers that contract for such service (“Commission’s Waterworks System”); and

WHEREAS, in 1986, the Village entered into a Water Purchase and Sale Contract (the “Charter Customer Contract”) with the Commission and is a charter customer of the Commission; and

WHEREAS, the Village owns and operates a water distribution system, which system is supplied with Lake Michigan (the “Lake”) water by the Commission pursuant to the terms of the Charter Customer Contract; and

WHEREAS, Aqua is a public utility that furnishes water service to the public in various service territories throughout Illinois; and

EXHIBIT 2

WHEREAS, Aqua and the Village have entered into that certain Asset Purchase Agreement dated April 27, 2021 (the “APA”) pursuant to which Aqua is acquiring certain assets owned by the Village and used solely in connection with the water distribution services provided to customers outside the boundaries of the Village located in non-contiguous areas to one another and separate zones of service both inside and outside the boundaries of the Village. A map showing the service areas of the water system to be acquired by Aqua is attached hereto and incorporated here as Exhibit A (the “Aqua System”); and

WHEREAS, Aqua and the Commission have entered, or will simultaneous with the closing of the APA transaction, enter into the Aqua Customer Contract; and

WHEREAS, the Village will continue to own and operate its water distribution system serving the incorporated areas of the Village (the “Village System”) and remain a customer of the Commission for the Village System; and

WHEREAS, the Aqua System currently serves five discrete and non-contiguous service areas, referred to as Unincorporated Oak Brook Zones (“Aqua System Zones”); and

WHEREAS, the Aqua System Zones are adjacent to the Village System and will remain hydraulically connected, for an interim period, after Closing and the Village System is currently serving and capable of serving the Aqua System Zones with water from the Commission's Waterworks System through the Village System; and

WHEREAS, Aqua and the Village desire to enter into a water transmission and delivery agreement for the delivery of water from the Village’s System to the Aqua System Zones (“Wheeling”), for an interim period, in the form of this Agreement; and

WHEREAS, Aqua shall, in a phased approach, make a direct connection to the Commission’s Waterworks System or provide for an alternate provider for transmission of Water, within the term of this Agreement, such that the Aqua System will no longer be served by the Village (“Alternate Transmission Connection”), and thereafter the Aqua water requirements for such Aqua System Zone shall no longer obtain Lake water through the Village System and such water shall not be subject to this Agreement; and

EXHIBIT 2

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, Aqua, the Village (and the Commission to the extent stated herein) hereby agree as follows:

Section 1. Agreement to Deliver. Effective upon Closing and throughout the Term of this Agreement, subject to the terms hereof, the Village agrees to transmit and deliver water from the Commission through the Village System to the portions of the Aqua System serving the Aqua System Zones, subject to availability of such water from the Commission. Subject to the terms and conditions of this Agreement, the Village will deliver the full water supply to the portion of the Aqua System serving the Aqua System Zones through existing interconnection points currently serving the Aqua System Zones at the time of execution of this Agreement. The interconnections points between the Village System and the Aqua System Zones (“Interconnections”) as shown on Exhibit _____. Notwithstanding any requirement of the Aqua Customer Contract to the contrary, title to all water supplied by the Commission shall remain in the Commission to the point of delivery to the Village System and thereupon shall pass to the Village and Aqua as their interests may appear.

Section 2. Interconnection.

A. The Interconnections are those currently existing Interconnections between the Village System and the Aqua System shown on Exhibit _____. Nothing herein shall prohibit Aqua or the Commission, from establishing an Alternate Transmission Connection to the Commission's Waterworks System, at Aqua's sole cost, subject to Commission approval.

B. Aqua System Zones / Interconnection to Village.

Aqua shall, when necessary, further design, construct, operate, maintain, and replace the Interconnections to the extent such are necessary for obtaining water from the Village. Subject to normal operating constraints, adequate delivery and pressure of the supply of water delivered to Village, Village will supply water at the Delivery Points at a reasonably constant pressure.

C. Alternate Transmission Connection. Within the term of this Agreement, Aqua shall make direct connection in a phased approach to the Commission's Waterworks System or

EXHIBIT 2

provide for an Alternate Transmission Connection such that the Aqua System will no longer be served by the Village. Aqua shall be responsible for all construction and costs associated with the Alternate Transmission Connection. At the time of completion of all Alternate Transmission Connections such that all the Aqua Zones will be directly supplied by the Alternate Transmission Facilities, this Agreement shall terminate, except that nothing herein shall prohibit the parties continuing the physical interconnection of the existing connection points with proper shut off and backflow as emergency interconnection points, subject to a separate emergency intercommunication agreement. Unless otherwise agreed, neither the Commission nor the Village shall be required to construct or fund any connection to the Commission's Waterworks System to the Aqua System serving the Aqua System Zones. All design and construction plans and specifications for such Alternate Transmission Connection shall require the written approvals of the Commission before commencement of any construction.

Village agrees and hereby grants to Aqua the right to use any Right of Way to lay and repair any pipe, main or facilities in the Village reasonably necessary to make such Direct Connection, subject to generally applicable permitting requirements of the Village.

Section 3. Metering / Station Access. Within one hundred and twenty (120) days of the Closing of the APA, Aqua shall install Magnetic Flow Meters at the Interconnections as shown on Exhibit "B". Aqua shall provide access to the Magnetic Flow Meters to the Village at reasonable times for purposes of examination and inspection, but the readings of each meter for billing purposes, calibration, and adjustment of the equipment therein shall be done only by the employees or agents of Aqua.

Section 4. Meter Readings. Aqua shall read the Magnetic Flow Meters at the Interconnection ("Magnetic Flow Meters") on a monthly basis corresponding to the Commission readings for the Village System and shall provide the Village with copies of the readings. Such readings shall establish the volume of water from the Village to the Aqua System (the "Aqua System Volume"). Prior to any installation of Magnetic Flow Meters at the Interconnections herein, the metered volume of water used by Aqua for the Aqua System shall be determined by aggregating all the end user meter data of the customers of the Aqua System and adding ten percent of such aggregate total for a water loss allocation; provided that the Village and Aqua shall negotiate in

EXHIBIT 2

good faith an increase in the water loss allocation in the event of any material main break or other event or condition reasonably likely to cause a material increase in water loss within the Aqua System.

Section 5. Prices; Terms of Payment.

A. Aqua's Payments to the Village.

Aqua shall pay the Village on monthly basis based on the volume of water determined by the meter readings in Section 4 at the same volumetric rate the Village pays the Commission plus the Wheeling Rate set out in Subsection 5C.

In order to determine the Aqua System Volume, Aqua shall provide to the Village a report showing the volume of metered water passing through the end user customers of the Aqua System on a monthly basis until installation of the Magnetic Flow Meters at the Interconnections. Such report shall show an aggregate amount of volume in total, for each Aqua System Zone and for each individual meter.

Aqua shall allow the Village to audit all Magnetic Flow Meter readings, end user customer volume reports or any other reports, readings or data used to determine Aqua System Volume, including, upon reasonable advance notice by the Village to Aqua, allowing access to any Magnetic Flow Meters for physical inspection by the Village's representatives.

B. Village's Payments to the Commission.

The Village shall make all required payments to the Commission in accordance with the terms of the Village Customer Contract without any deduction for the volume of water delivered to the Aqua System.

C. Village Wheeling Rate.

Village will charge Aqua a wheeling rate based on the below percentage times the charges by DWC to Aqua for the amount of water subject to such Wheeling charge based upon Aqua

EXHIBIT 2

System Volume (not to include any taxes, capital charges or other charges not directly based on the Aqua System Volume):

- a. Years 1-2 2%
- b. Years 3-4 5%
- c. Years 5-6 10%
- d. Years 7-8 15%
- e. Years 9-through term of Agreement 20%

Section 6. Water Storage Capacity.

The Village shall maintain, during the entire term of this Agreement and any renewal or extension of it, effective water storage capacity equal to the water storage capacity required by the Charter Customer Contract for the Village System.

Section 7. Water Allocation Permit Operation.

A. The Village currently serves water to the Aqua System Zones pursuant to that certain Allocation Permit No. 2009-142 (“Village Permit”) issued by the Illinois Department of Natural Resources (“IDNR”) under 17 Ill. Adm. Code 3730, *Allocation of Water from Lake Michigan* (“Allocation Regulations”). Upon Closing, the Village shall continue to provide water to the Aqua System Zones pursuant to the Village Permit.

B. Within two (2) years after Closing, Aqua shall use data collected by the Magnetic Flow Meters to apply to the IDNR for issuance of allocation permits under the Allocation Regulations for the Aqua System Zones which are independent of the Village Permit (“Aqua System Permits”). The applications for the Aqua System Permits shall be based on metered usage data for the Aqua System Zones and shall include only such amount as is attributable to such Aqua System Zones pursuant to the Allocation Regulations. Upon Aqua’s submittal of any such request, the Village agrees to file with the IDNR separate modification applications that are necessary to reflect a corresponding reduction in the allocation allowed by the Village Permit.

EXHIBIT 2

C. Until the IDNR's issuance of the Aqua System Permits, the Village, as the named permittee of the Village Permit:

1. shall continue to be responsible to comply with all legal and regulatory requirements of the Village Permit and the Allocation Regulations that are applicable to the Aqua System Zones; and
2. shall continue to be responsible for, and submit to, the IDNR all required LMO-2 data on an annual basis, as required by the Village Permit then in effect.

D. Aqua shall indemnify and hold harmless the Village pursuant to subsections 9(E) and 9(F) for any non-compliance with the Village Permit or the Allocation Regulations that is caused by or attributable to the Aqua System Zones and for any reporting violation attributable to Aqua's failure to provide requested existing data for the LMO-2 data reports to the IDNR.

E. Aqua shall provide to the Village, when requested, all usage and water loss information for the Aqua System Zones necessary to complete the LMO-2 data reports to the IDNR.

F. Aqua shall provide the Village a license to access portions of the Aqua System Zones that are reasonably necessary for the Village to comply with its obligations pursuant to subsection (C) hereof, and the Village agrees to coordinate such access with Aqua.

Section 8. Limitations on Supply of Water.

A. Curtailment. If at any time it becomes necessary for the Commission to limit generally its delivery of Lake water to its customers for any reason, then the Village and Aqua together shall take all reasonable and appropriate actions to provide that such Lake water as is delivered by the Commission is shared by the Village and Aqua on a pro rata basis.

B. Limitation on Supply to Village. If at any time it becomes necessary for the Commission to limit its delivery of Lake water to the Village System (but not to the Aqua System) for any reason pursuant to the Charter Customer Contract and specifically related to the Village, then the Village shall take all reasonable and appropriate actions, including without limitation the imposition of water use limitations on customers of the Village System, to limit the use of Lake water in the Village System so that the Lake water to which the portion of the Aqua System serving

EXHIBIT 2

the Aqua System Zones is entitled is delivered by the Village to the Aqua System Zones Connection Facilities.

C. Limitation on Supply to Aqua. If at any time it becomes necessary for the Commission to limit its delivery of Lake water to the Aqua System (but not to the Village System) for any reason specifically related to Aqua, then Aqua shall take all reasonable and appropriate actions, including without limitation the imposition of water use limitations on customers of the Aqua System, and the Village shall, and shall be entitled to, make all necessary and appropriate adjustments to the Village System, to assure that the appropriate amount of Lake water to which the Village System is entitled is delivered to the Village System during such period of curtailment to Aqua.

D. No Liability of Commission. Aqua and the Village each hereby acknowledge and agree that the Commission shall not be obligated to enforce the provisions of this Section 7 but may do so in its sole discretion and that the Commission shall not be liable either to Aqua or to the Village for any damages occasioned by or in any way related to any limitation on, or delay in, the delivery of Lake water to them or to either one of them.

Section 9. Releases and Indemnification.

A. Indemnification of the Commission by Aqua. To the fullest extent permitted by law, Aqua hereby releases the Commission, and its respective officers, agents and employees, from and agrees that the Commission, and its respective officers, agents and employees, shall not be liable for, and agree to indemnify and hold the Commission, and its respective officers, agents and employees, harmless from: (1) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the Aqua System or the Alternate Connection Facilities, (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of Aqua to comply with its covenants or obligations contained in this Agreement, or (3) the failure to supply Lake Water or for any interruption of the Lake Water supply, including, in each such case, any attorneys' fees.

EXHIBIT 2

B. Indemnification of the Commission by the Village. To the fullest extent permitted by law, the Village hereby releases the Commission and its respective officers, agents and employees from, and agrees that the Commission and its respective officers, agents and employees shall not be liable for, and agrees to indemnify and hold the Commission and its respective officers, agents and employees harmless from (1) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of the Village to comply with its covenants or obligations contained in this Agreement, and (2) the failure of the Village to supply Lake Water to Aqua or any interruption of the Lake Water supply to Aqua, in either case caused by the Village, including, in the case of clauses (1) and (2), attorneys' fees.

C. Indemnification of the Commission by Aqua and the Village. Aqua and the Village agree to indemnify and hold the Commission, and its respective officers, agents and employees, harmless to the fullest extent permitted by law from any losses, costs, charges, expenses (including attorneys' fees), judgments, and liabilities incurred by the Commission, and its respective officers, agents and employees, in connection with any action, suit, or proceeding instituted or threatened by any third party in connection with this Agreement.

D. Indemnification Claims Made by the Commission. If any such claim provided for in subsections (A), (B) or (C), is asserted, the Commission shall give prompt notice to Aqua or the Village or both, as applicable, and Aqua or the Village or both, as applicable, if requested by the Commission, shall assume the defense thereof, it being understood, however, that neither Aqua nor the Village shall settle or consent to the settlement of any such claim without the written consent of the Commission. In connection with any such claims, litigation or liabilities, the Commission and its respective officers, agents, employees, representatives and assigns shall have the right to defense counsel of their choice. Aqua and the Village, as applicable, shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, litigation, or liabilities. Aqua and the Village, as applicable, shall have the right to participate in the defense of any such claim, or litigation and, upon the request of the Commission as stated above, shall assume the defense of the Commission, and its respective officers, agents and employees.

EXHIBIT 2

E. Indemnification of the Village by Aqua. Other than in the case of intentional misconduct by the Village, Aqua hereby releases and holds harmless the Village, and its respective officers, agents and employees, from, and agrees that the Village, its respective officers, agents or employees, shall not be liable for, any damages resulting from failure to supply Lake water or for any interruption of the Lake water supply to the fullest extent allowed by law; provided that the foregoing shall not excuse the Village from using its good faith efforts to comply with its respective obligations pursuant to Section 1 of this Agreement. Aqua hereby agrees to indemnify, save, and hold harmless the Village, and its respective officers, agents and employees, from and against all claims, litigation, and liability, including legal defense costs and expenses and attorneys' fees, asserted against the Village, or any of its respective officers, agents or employees, from any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the Aqua System or the Alternate Connection Facilities to the fullest extent allowed by law.

F. Indemnification Claims Made by the Village. If any such claim provided for in subsection (E), is asserted, the Village shall give prompt notice to Aqua and Aqua, if requested by the Village, shall assume the defense thereof, it being understood, however, Aqua shall not settle or consent to the settlement of any such claim without the written consent of the Village. In connection with any such claims, litigation or liabilities, the Village and its respective officers, agents, employees, representatives and assigns shall have the right to defense counsel of their choice. Aqua shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, litigation, or liabilities. Aqua shall have the right to participate in the defense of any such claim, or litigation and, upon the request of the Village, as stated above, shall assume the defense of the Village, as well as its respective officers, agents, employees, representatives and assigns.

Section 10. Interpretation: Compliance with Existing Contracts. This Agreement shall be deemed to be a separate written contract between the Village and Aqua required by Subsection 4C of the Aqua Customer Contract. Except where expressly provided in this Agreement, nothing in this Agreement shall be construed to be, or applied in any manner, inconsistent with the terms

EXHIBIT 2

of the Charter Customer Contract or the Aqua Customer Contract, and if there is any conflict or inconsistency between the terms of this Agreement and the terms of either one or both of those Contracts, then the terms of those Contracts shall control.

The Village shall at all times comply with all terms and conditions of this Agreement and the Charter Customer Contract, and Aqua shall at all times comply with all terms and conditions of this Agreement and the Aqua Customer Contract, including without limitation the making of all payments due thereunder or hereunder promptly to the Commission and the development of the Aqua System Zones Connection Facilities in accordance with the timetable established therein. Under no circumstances shall any dispute of any nature under this Agreement or Aqua's inability to receive water through the Interconnection provided by this Agreement, excuse, delay, or in any other way affect the Village's or Aqua's performances under such Contracts or this Agreement, including without limitation the making of all such payments.

Section 11. Term. Subject to the receipt of a water allocation for the portion of the Aqua System serving the Aqua System Zones, the term of this Agreement shall be from the date first above written until the sooner of:

- (a) ten (10) years; or
- (b) upon notice by Aqua to the Village that Alternate Transmission Connection of all of the Aqua System Zones as stated in Section 2 has been completed.

Section 12. Governing Law. This Agreement shall be construed exclusively under the applicable laws of, but not the conflict of law rules of, the State of Illinois.

Section 13. Amendment. This Agreement shall not be modified, revised, amended, or annulled in any way except in writing approved by all parties hereto.

Section 14. Notices. All notices or communications provided for herein shall be in writing and shall be delivered in person or by certified United States mail, return receipt requested, postage prepaid, addressed as follows:

To the Village:

EXHIBIT 2

Village Manager
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, Illinois 60523

To Aqua:

Aqua Illinois, Inc.
President
1000 S. Schuyler Avenue
Kankakee, IL 60901

To the Commission:

General Manager
DuPage Water Commission
600 East Butterfield Road
Elmhurst, IL 60126

until and unless other addresses are specified by notice given in accordance herewith.

Section 15. Legal Authority. Each party represents and warrants to the others that it has full legal authority to enter this Agreement; that the officers and representatives signing this Agreement have been duly authorized to sign by their respective party; that entering this Agreement will not conflict with or violate the terms of any other agreement or obligation to which each respective party hereto is obligated or bound.

Section 16. Regulatory Approval. This Agreement is subject to all governmental authorizations needed for, including, but not necessarily limited to, adoption and approval from Illinois Commerce Commission.

Section 17. Cooperation. The parties agree to cooperate with each other and to use commercially reasonable efforts in the implementation of this Agreement, and to sign or cause to be signed, in a timely fashion, any and all necessary instruments, documents and petitions, and to take such other actions as may be reasonably necessary in order to effectuate the purposes of this Agreement.

Section 18. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by means of email or other electronic signature), each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

EXHIBIT 2

Execution and delivery by facsimile or in any electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement. To the extent applicable, the foregoing constitutes the election of the parties to invoke any applicable law authorizing electronic signatures.

Section 19. Third-Party Beneficiary. For all purposes of this Agreement, the Commission shall be expressly deemed an intended third-party beneficiary of this Agreement, and as such shall be entitled to rely upon and shall have the express right to enforce the terms and conditions of this Agreement to the extent it affects the Commission. Further, this Agreement may not be modified, amended or terminated without the consent of the Commission in its sole discretion.

[Remainder of page intentionally left blank]

O-4-22

EXHIBIT 2

IN WITNESS WHEREOF, the Village and Aqua have caused this Agreement to be properly signed and attested to by their respective officers, and their seals affixed hereto, all as of the day and date first hereinabove set forth.

VILLAGE OF OAK BROOK

By:

Name: [●]

Title: [●]

(Corporate Seal)

ATTEST:

Village Clerk

O-4-22

EXHIBIT 2

AQUA ILLINOIS, INC

By:

Name: [●]

Title: [●]

O-4-22

EXHIBIT 2

Approved as to form approving the arrangement pursuant to Subsection 4C of the Aqua Customer Contract and as an intended third-party beneficiary of this Agreement pursuant to Section 19.

DUPAGE WATER COMMISSION

By: _____

James Zay

Chairman

(Corporate Seal)

ATTEST:

Danna Mundall

Clerk

EXHIBIT 1
 OAK BROOK UNIT SYSTEM
 AQUA-OAK BROOK TRANSFER ZONES
 INTERIM AQUA-OAK BROOK INTERCONNECTIONS

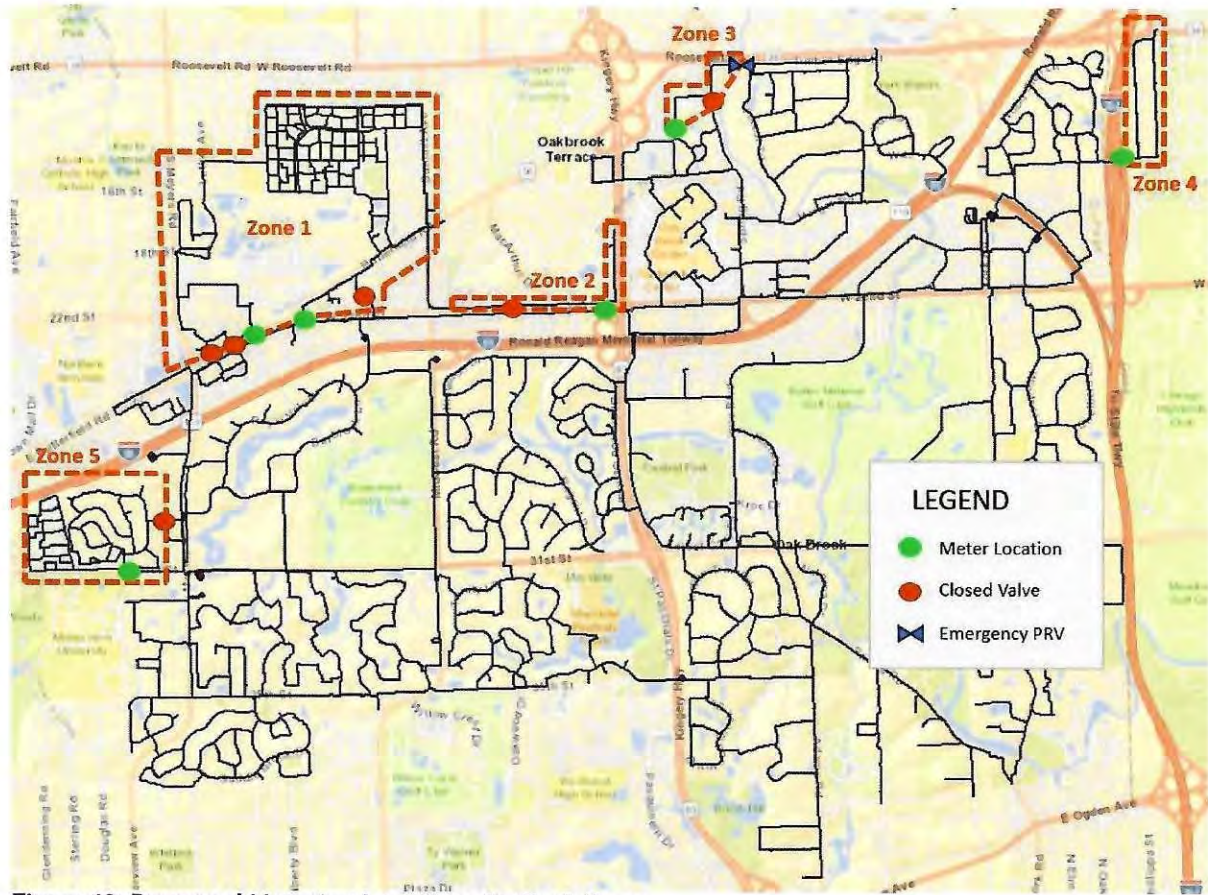


Figure 12: Proposed Metering Locations for Each Zone



Resolution #: R-68-22

Account: 01-60-612200

Approvals: *Author / Manager / Finance / Admin*

DM - CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/10/2022

Description: **A Resolution approving employee insurance benefits for plan year beginning January 1, 2023 and ending December 31, 2023**

Agenda Section: Administration Committee

Originating Department: General Manager's Office

A Resolution Approving Employee Insurance Benefits for Plan Year beginning January 1, 2023 and ending December 31, 2023

Recommended Motion:

The Commission annually determines employee insurance benefits to be provided and which commence January 1st of each year.

In consultation with Dato Pistorio Financial Group, Inc., staff is recommending that the Commission continue providing medical coverage through its current carrier, Blue Cross Blue Shield (BCBS), and continue paying 80 percent of the premiums for eligible employees' coverage and for eligible employees' dependent coverage.

Staff is recommending that employees will be able to choose from the same four ACA Metallic Alternate Health Plans as the prior year. The Blue Platinum PPO Plan (P503PPO), Blue Gold HSA Plan (G533PPO), Blue Choice Preferred PPO Plan (G530BCE) and the Blue Precision HMO Plan (P506PSN).

With respect to Vision, Dental and Life Insurance, staff is recommending that coverage continue to be with MetLife.

Staff is recommending that the Commission contribute the same amounts to the Health Savings Accounts as was contributed the prior year. For employees that elect self-only coverage under the Blue Cross Blue Shield HSA-Qualified High Deductible Health Plan, the Commission shall contribute, via electronic funds transfer, the sum of \$2,700.00. For employees that elect employee and spouse/child (employee + 1) coverage under the Blue Cross Blue Shield HSA-Qualified High Deductible

Health Plan, the Commission shall contribute, via electronic funds transfer, the sum of \$4,500.00. For employees that elect family (employee + 2 or more) coverage under the Blue Cross Blue Shield HSA-Qualified High Deductible Health Plan, the Commission shall contribute, via electronic funds transfer, the sum of \$6,700.00.

Staff is also recommending to further restrain future healthcare cost that the Commission continue to offer the HealthiestYou program. HealthiestYou is an innovative telehealth solution which complements our current benefit plans. Employees will have access 24/7 to more than 2,300 licensed physicians via the phone. The cost to the Commission would be \$9.18 per employee per month.

Please note: Compared to the healthcare insurance costs presented last year, the Commission's costs for healthcare will increase slightly for 2023. Employees cost for healthcare will also increase slightly and deductibles and out-of-pocket limits will also increase slightly compared to last year. Costs for the Dental rates have increased by 9%, Vision rates have decreased by 13.5% and the HealthiestYou Program will remain the same as last year. These costs are summarized in Exhibit 1 of the attached Resolution.

The Commission will also continue to offer Envision Flexible Spending Account to employees that would like to participate. The Commission pays a small monthly administration fee for this service.

A summary of the employee insurance benefits recommended by staff and associated premiums and administrative costs to be paid by the Commission are summarized in Exhibit 1 to Resolution No. R-68-22. A more detailed summary of benefits and comparison to current costs is attached to this Request for Board Action.

Resolution No. R-68-22 would suspend the purchasing provisions of the Commission's By-Laws and approve plan year 2023 eligible employee insurance benefits and associated premiums and administrative costs to be paid by the Commission as recommended by staff.

DUPAGE WATER COMMISSION

RESOLUTION NO. R-68-22

A RESOLUTION APPROVING EMPLOYEE INSURANCE BENEFITS
FOR PLAN YEAR BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023

WHEREAS, the Commission's Healthcare Plans renewal and deductible dates to the calendar year; and

WHEREAS the Commission's annually determines employee insurance benefits to be provided commencing January 1 of each year; and

WHEREAS, in consultation with Dato Pistorio Financial Group, Inc., Commission staff recommends approval of the employee insurance benefits for the year beginning January 1, 2023 and ending December 31, 2023 (Plan Year 2023) summarized in Exhibit 1 attached hereto and by this reference incorporated herein.

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

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

SECTION TWO: The Plan Year 2023 employee insurance benefits and associated premium costs and administrative fees to be paid by the Commission, all as summarized in Exhibit 1 attached hereto, shall be and they hereby are approved for the Plan Year 2023. The General Manager shall be and hereby is authorized and directed to provide the insurance coverages and pay the associated premium costs and administrative fees to be paid by the Commission as summarized in Exhibit 1 attached hereto without further act of the Board of Commissioners.

SECTION THREE: Notwithstanding any restrictions contained in Resolution No. R-27-90, as modified by Resolution Nos. R-34-90, R-34-96 as amended, R-46-04 as amended, R-5-05 as amended, R-6-08 as amended, R-54-08, and as amended by Resolution No. R-14-00, which prohibit, except in specified circumstances, the wire transfer of Commission funds to financial institutions not listed on the approved Depository List and to accounts not held in the name of the Commission, the Chairman, the Treasurer, the Finance Committee Chairman, the General Manager, or the Financial Administrator shall be and they hereby are authorized to direct the electronic transfer of Commission funds out of any Account held in the name of the Commission for the remittance of the Commission's contributions to the Health Savings Accounts established by the Commission for eligible employees that elect coverage under the Blue Cross Blue Shield HSA-Qualified High Deductible Health Plan as provided in Exhibit 1 attached hereto. In furtherance thereof, the General Manager shall be and hereby is authorized and directed to execute any agreements required to establish the Health Savings Accounts for eligible employees that elect coverage under the Blue Cross Blue Shield HSA-Qualified High Deductible Health Plan as provided in Exhibit 1 attached hereto as well as any agreement required to effectuate the electronic transfers hereinabove provided for. Upon execution by the General Manager, the agreements, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

SECTION FOUR: This Resolution shall be in full force and effect from and after its adoption, the Board of Commissioners of the DuPage Water Commission having determined, by a two-thirds majority vote, to suspend the purchasing provisions of the Commission's By-Laws.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Broda, J.				
Fennell, J.				
Gans, R.				
Gustin, P.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2022.

James Zay, Chairman

ATTEST:

Danna Mundall, Clerk

EXHIBIT 1

THE PLAN YEAR BEGINNING JANUARY 1, 2023 AND
ENDING DECEMBER 31, 2023 EMPLOYEE INSURANCE BENEFITS

Plan Year 2023 Health Insurance Plans

The following health insurance plans or significantly similar plans shall be made available to Eligible Commission Employees/Retirees for Plan Year 2023 at the following rates:

Blue Cross Blue Shield Blue Platinum PPO Plan P503PPO with Prescription Drug benefit
\$0/\$10/\$35/\$75/\$150/\$250

Employee	\$1,011.00
Employee & Spouse	\$2,022.00
Employee & Child	\$1,870.35
Family	\$2,881.35

Blue Cross Blue Shield Blue Gold HSA Plan G533PPO with Prescription Drug benefit
90%/90%/80%/70%/60%/50% after deductible

Employee	\$830.07
Employee & Spouse	\$1,660.14
Employee & Child	\$1,535.63
Family	\$2,365.70

Blue Cross Blue Shield Blue Choice Preferred PPO G530BCE with Prescription Drug benefit
\$0/\$10/\$35/\$75/\$150/\$250

Employee	\$650.57
Employee & Spouse	\$1,301.14
Employee & Child	\$1,203.55
Family	\$1,854.12

Blue Cross Blue Shield Blue Precision Platinum HMO P506PSN with Prescription Drug benefit \$0/\$10/\$50/\$100/\$150/\$250

Employee	\$659.02
Employee & Spouse	\$1,318.04
Employee & Children	\$1,219.19
Family	\$1,878.21

The Commission's contribution for health insurance for Plan Year 2023 shall be 80% of the premium for eligible employees and their covered dependents for the selected health insurance plan.

Employees shall continue to pay 20% of the selected health insurance plan premium for themselves and their covered dependents.

For each eligible employee selecting the High Deductible Health Plan \$3,000/\$6,000/\$9,000 HSA Plan, the Commission shall establish a Health Savings Account funded in the following amounts:

Employee	\$2,700.00
Employee & Spouse or Child	\$4,500.00
Employee & Children	\$6,700.00
Family	\$6,700.00

The Commission shall not establish, nor contribute to, Health Savings Accounts for retirees selecting the High Deductible Health Plan HSA Plan.

The Commission-established Employee Health Savings Accounts shall be administered by Mellon Bank as the Commission's third-party administrator for Plan Year 2023 at a rate not-to-exceed \$5.00/account/month. Due to the uncertainty as to how many employees will elect this option, the Commission's annual not-to-exceed cost is \$5,000.00.

Plan Year 2023 Life Insurance

The life insurance and the AD&D benefit program for Eligible Commission Employees shall be through MetLife for Plan Year 2023 at a rate of \$0.263 x per \$1,000 of coverage per employee per month. The life insurance benefit is in the amount of one and one-half times the eligible employee's annual base pay rounded to the nearest \$1,000. The premium shall be paid in full by the Commission.

Plan Year 2023 Dental Insurance and Vision Insurance

The dental and vision insurance benefit program or significantly similar programs for Eligible Commission Employees shall be through MetLife for Plan Year 2023 and are as follows:

Please note: Dental rates have increased by 9%, and Vision rates have decreased by 13.5% from last year.

Coverage	Dental	Vision
Employee	\$56.85	\$9.91
Employee & Spouse	\$118.08	\$19.86
Employee & Children	\$113.35	\$16.82
Family	\$180.20	\$27.73

The Commission’s contribution for dental and vision insurance for Plan Year 2023 shall be 80% of the dental and vision insurance plan premiums for eligible employees and their covered dependents.

Employees shall continue to pay 20% of the dental and vision insurance plan premiums for themselves and their covered dependents.

The Commission’s contribution for the program called the HealthiestYou for Plan Year 2023 shall remain the same at \$9.18 per employee per month. HealthiestYou is the most innovative telehealth solution on the market and complements our current benefit plans. Employees will have access 24/7 to more than 2300 licensed physicians via the phone.



Resolution #: R-74-22

Account: N/A

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/10/2022

Description: A Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission

Agenda Section: Administration Committee

Originating Department: Pipeline

Resolution No. R-74-22 is a Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission. This Resolution authorizes the General Manager to dispose of the assets listed on Exhibit A to the Resolution because these assets are no longer useful to the Commission.

The equipment listed below will be listed up for auction at an open to the public Government and Municipal Auction house serving the Midwest, Northern Illinois, and Southern Wisconsin: Obenauf Auction Service, Inc., 810 Magna Drive, Round Lake, IL. 60073

Qty	VIN / Model / Serial Number	Description	Date Purchased	Cost *Estimated Value
1	Model # EG2800i, Serial Number not legible but record show #2023158	Honda Generator	2019	\$750.00
1	Model # EG2800i, Serial Number not legible but record shows #2023157	Honda Generator	2019	\$750.00
1	VIN 5F1191015K1000987	Wanco Vertical Mast Arrow Board	2019	\$1,200.00
11	Various Office Furnishings	5) Double Pedestal Desks, 1) Right Pedestal Desk with Return Desk, 1) Left Pedestal Desk with Pedestal Return Desk, 2) Vertical 2-Drawer Legal Size File Cabinets, 1) Lateral 4-Drawer Legal or Letter File Cabinet, and 1) Utility Table, 72"W x 30"D with Laminate Top.	2005	\$1,000.00

Recommended Motion:

To adopt Resolution No. R-74-22

DuPAGE WATER COMMISSION

RESOLUTION NO. R-74-22

**A RESOLUTION AUTHORIZING AND RATIFYING
THE DISPOSAL OF CERTAIN PERSONAL PROPERTY
OWNED BY THE DuPAGE WATER COMMISSION**

WHEREAS, the DuPage Water Commission is authorized to sell or otherwise dispose of personal property pursuant to 65 ILCS 5/11-135-6; and

WHEREAS, in the opinion of the Board of Commissioners of the DuPage Water Commission, the personal property described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Property") is no longer necessary or useful to or for the best interests of the DuPage Water Commission to retain or, if already disposed of, was not necessary or useful to or for the best interests of the DuPage Water Commission to retain.

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

SECTION ONE: The Board of Commissioners of the DuPage Water Commission hereby finds and determines that the Property is no longer necessary or useful to the DuPage Water Commission and the best interests of the DuPage Water Commission will be served by its disposal or, if already disposed of, was not necessary or useful to the DuPage Water Commission and the best interests of the DuPage Water Commission were served by its disposal.

SECTION TWO: The General Manager is hereby authorized to dispose of the Property in such manner as the General Manager shall determine or, if already disposed of, the Board of Commissioners of the DuPage Water Commission hereby ratifies and confirms its disposal.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Broda, J.				
Fennell, J.				
Gans, R.				
Gustin, P.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Zay, J.				

ADOPTED THIS ____ DAY OF _____, 2022.

James Zay, Chairman

ATTEST:

Danna Mundall, Clerk



Resolution #: N/A

Account: 01-60-659000 \$51,000.00

Approvals: *Author / Manager / Finance / Admin*

JR DC CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/10/2022

Description: To Authorize Approval of Requisition No. 74964 to Hexagon (formerly INFOR) for Annual Maintenance Renewal

Agenda Section: Administration Committee

Originating Department: Information Technology

Staff is requesting authorization to pay Hexagon AB (formerly Infor) for software maintenance and licensing renewal in the amount of approximately \$51,000.00.

This expense is for the Enterprise Asset Management (EAM) system, the Commission's maintenance and purchasing management program. The software maintenance and licensing renewal fee is due annually and provides the Commission with telephone and online product support, patches, revision changes, program updates, and the ability to utilize the software with licensing for each staff member.

Staff has reduced the annual cost for this coming year's invoice as well as for future invoices. The reduction was approximately \$13,000 (20% savings) due to the integrated GIS module and Requestor licenses not being utilized. Staff is using ESRI Field Maps and ArcGIS Online to view Asset locations.

This expense was budgeted in the Annual Management Budget, but Board approval is required due to the sole source service provider.

Recommended Motion:

To Suspend the Purchasing Procedures of the Commission's By-Laws and Authorize the General Manager to approve Requisition No. 74964 in the amount of approximately \$51,000.00 to Hexagon (formerly Infor).

Quote Summary Information
DUPAGE WATER COMMISSION



Service Site	: US00161305
Site Contact	: JENESSA RODRIGUEZ
Contact Phone	: 630.834.0100
Email Address	: RODRIGUEZ@DPWC.ORG
Service Address	: 600 E BUTTERFIELD RD
City/State/Zip	: ELMHURST IL 60126
Country	: US

Customer ID	: DUPAGE WA/ELMHU	US00161305
Bill To Cust	: DUPAGE WATER COMMISSION	
Bill To Address	: 600 E BUTTERFIELD RD	
City/State/Zip	: ELMHURST IL	60126
Country	: US	
Policy Number	: DDCC550F0	
PO Nbr	: RENEWAL QUOTE	

Service Type : **RENEWAL Q**
 Period of Performance : **02/01/2023 - 01/31/2024**
 Billed on the : 1 st Day of each period
 Period is defined as : Every 12 Months
 Previous Cust Code :
 Previous Contract # : 93537

Total Contract Value : \$ 50,823.24

*** Totals are exclusive of sales tax. This is NOT AN INVOICE.**

Quote: 0000109856

Offered By Hexagon ALI

By : _____

Name : Kelly Bergfalk

Email : kelly.bergfalk@hexagon.com

Address : 305 Intergraph Way
Madison, AL 35758
Phone: 1-470-481-9695

Issue Date : 11/03/2022

Accepted By : _____
COMPANY

By : _____

Name/Title : _____

POC/Phone : _____

POC Email : _____

Date : _____

Quotes are valid for 90 days from original date of issue. Quote acceptance after 90 days is at the discretion of Hexagon ALI, a division of Intergraph Corporation.

<p>Messages All services provided hereunder are subject to ALI's Maintenance Service Contract Terms & Conditions (T's & C's) for software (DDCC550F0) unless other specific Terms & Conditions apply and are referenced in the Policy Number field. Copies of the applicable T's & C's may be obtained online at T's & C's. * Totals are exclusive of sales tax - This is NOT AN INVOICE. For coverage code explanations, refer to the last page.</p>
--

Hexagon ALI



Summary Of Service Quote 0000109856

<u>Item Number</u>	<u>Description</u>	<u>QTY</u>	<u>Months</u>	<u>Mthly Price (ea.)</u>	<u>Total Value</u>	<u>Start Date</u>	<u>End Date</u>
EAM00004	HxGN EAM Enterprise Edition for SQL Database NU	1	12	\$ 74.93	\$ 856.32	02/17/2023	01/31/2024
EAM00004	HxGN EAM Enterprise Edition for SQL Database NU	35	12	\$ 107.85	\$ 43,138.20	02/17/2023	01/31/2024
EAM00014	HxGN EAM Enterprise Edition Barcoding NU	1	12	\$ 37.84	\$ 432.48	02/17/2023	01/31/2024
EAM00019	HxGN EAM Enterprise Edition Advanced Reporting Consumer NU	1	12	\$ 5.86	\$ 66.96	02/17/2023	01/31/2024
EAM00019	HxGN EAM Enterprise Edition Advanced Reporting Consumer NU	35	12	\$ 11.01	\$ 4,405.80	02/17/2023	01/31/2024
EAM00035	HxGN EAM Enterprise Edition Requestor DA	2	12	\$ 6.40	\$ 146.16	02/17/2023	01/31/2024
EAM00356	HxGN EAM Enterprise Edition Mobile DV	3	12	\$ 51.84	\$ 1,777.32	02/17/2023	01/31/2024
Grand Total :					\$ 50,823.24		



Service Quote Detail

<u>LI</u>	<u>Sts</u>	<u>Item Number</u>	<u>Description</u>	<u>Serial Number</u>	<u>Start Date</u>	<u>End Date</u>	<u>Coverage</u>	<u>QTY</u>	<u>Months</u>	<u>Mthly Price</u>	<u>Ext. Price</u>	<u>Cancel Flag</u>
100		EAM00019	HxGN EAM Enterprise Edition Advanced Reporting Consumer NU	A109497	02/17/2023	01/31/2024	PREM	1	12	\$ 5.86	\$ 66.96	
200		EAM00019	HxGN EAM Enterprise Edition Advanced Reporting Consumer NU	B109497	02/17/2023	01/31/2024	PREM	35	12	\$ 11.01	\$ 4,405.80	
300		EAM00014	HxGN EAM Enterprise Edition Barcoding NU	C109497	02/17/2023	01/31/2024	PREM	1	12	\$ 37.84	\$ 432.48	
500		EAM00356	HxGN EAM Enterprise Edition Mobile DV	E109497	02/17/2023	01/31/2024	PREM	3	12	\$ 51.84	\$ 1,777.32	
600		EAM00035	HxGN EAM Enterprise Edition Requestor DA	F109497	02/17/2023	01/31/2024	PREM	2	12	\$ 6.40	\$ 146.16	
700		EAM00004	HxGN EAM Enterprise Edition for SQL Database NU	G109497	02/17/2023	01/31/2024	PREM	1	12	\$ 74.93	\$ 856.32	
800		EAM00004	HxGN EAM Enterprise Edition for SQL Database NU	H109497	02/17/2023	01/31/2024	PREM	35	12	\$ 107.85	\$ 43,138.20	



Quote Line Notes:

Coverage Code Definitions:

PREM: Premium Service. A monthly maintenance charge. Includes telephone support, bulletin board support and upgrades when made available by Hexagon ALI or a Third Party Software Vendor.



Purchase Requisition

Purchase Requisition 74964 [Hexagon (Infor) Annual Software Maintenance 2023] Requisition Date 11/01/2022

Date Approved

Status U [Unfinished]
For Store DPS [DuPage Pumping Station]
Originator 109-0045 [JENESSA RODRIGUEZ]

Services

Table with 8 columns: Line, Task Plan, Due date, Quantity, UOM, Units, Unit Price, Total. Row 1: 1, 11/01/2022, 1, UOM, 50,823.24, 50,823.24 USD

From Supplier Work Order - Activity: HEXAGON [Hexagon (formerly Infor)]
RFQ
Quotation
Quotation Line

Total 50,823.24 USD

Approver []

Comments

Date

Requisition Comments

R5 [11/04/2022 07:17]:

Annual software maintenance fee for Hexagon (formerly Infor EAM).

Copy of original quote is on the Documents tab. Was reduced due to the removal of the GIS module and requestor licenses reduced down to two.

Due date: Feb 2023

To be approved at the November 2022 board meeting.



Resolution #: N/A

Account: N/A

Approvals: *Author / Manager / Finance / Admin*

DM - - PDM

REQUEST FOR BOARD ACTION

Date: 11/17/2022
Description: 2023 Schedule of Meetings
Agenda Section: Administration Committee
Originating Department: Administration

Seeking Board approval of the Schedule of Board and Committee Meetings for calendar year 2023.

Recommended Motion:

Motion to approve the 2023 Schedule of Meetings.



MEMORANDUM

To: DuPage Water Commissioners
From: Paul D. May, P.E., General Manager
Date: November 17, 2022
Subject: **2023 Schedule of Meetings**

As required in 5 ILCS 120/2.03 the following is a list of regular board meetings for the DuPage Water Commission:

January 19, 2023
February 16, 2023
March 16, 2023
April 20, 2023
May 18, 2023
June 15, 2023
July 20, 2023
August 17, 2023
September 21, 2023
October 19, 2023
November 16, 2023
December 21, 2023

The regular Commission meetings begin at **6:30 P.M.**, and are held at the Commission Offices at 600 East Butterfield Road, Elmhurst, Illinois 60126. Administration Committee to begin at **6:15 P.M.**, the Engineering and Construction Committee to begin at **6:00 P.M.**, and the Finance Committee to begin at **5:45 P.M.** prior to the regular Board meetings.



Resolution #: R-67-22 Account: 01-60-72250, \$60,058 <hr/> Approvals: <i>Author / Manager / Finance / Admin</i> DC RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/7/2022

Description: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-9/20

Agenda Section: Engineering & Construction

Originating Department: Engineering

The Commission entered into certain agreements dated January 21, 2021, with McWilliams Electric Co. Inc., FSG Electric Inc., and Courtesy Electric Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-67-22 would approve the following Work Authorization Order under the Quick Response Electrical Contract.

Work Authorization Order No. 012: This work authorization is for McWilliams Electric Co. Inc. The Commission’s Generator Facility uninterruptible power supply (UPS) system is at its end of life and contains components that are no longer manufactured or supported. Separate from this WAO, the SCADA Replacement Project is replacing the existing Pump Station UPS system and Commission staff is looking to replace the Generator Facility UPS with a similar system and model, so that there is continuity between the two systems. The proposals for this work are listed in the table below:

Courtesy Electric Inc.	\$76,818.94
FSG, Inc.	N/A
McWilliams Electric Co. Inc.	\$60,058.00

Approval of Resolution R-67-22 would approve Work Authorization Order No. 012 to McWilliams Electric Co. Inc. at the estimated cost of \$60,058.00.

Recommended Motion: To Adopt Resolution R-67-22

RESOLUTION NO. R-67-22

**A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS UNDER QUICK RESPONSE
ELECTRICAL CONTRACT QRE-9/20**

WHEREAS, the DuPage Water Commission (the “Commission”) entered into certain agreements dated January 21, 2021, with McWilliams Electric Co. Inc., FSG Inc. and Courtesy Electric Inc. for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as “Contract QRE-9/20”); and

WHEREAS, Contract QRE-9/20 is designed to allow the Commission to direct one or more or all of the quick response electrical contractors to perform emergency electrical work, including without limitation electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as needed through the issuance of Work Authorization Orders;

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

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

SECTION TWO: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed, and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Broda, J.				
Fennell, J.				
Gans, R.				
Gustin, P.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Zay, J.				

ADOPTED THIS ____ DAY OF _____, 2022.

James Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2022/R-67-22.docx

EXHIBIT 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-9/20: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-9.012

LOCATIONS:

DuPage Water Commission Generator Facility Electrical Room at 600 E Butterfield Rd, Elmhurst

CONTRACTOR:

McWilliams Electric Co. Inc.

DESCRIPTION OF WORK:

Decommission and demolition of the existing Liebert NPower 30kVA uninterruptible power supply (UPS) in the Commission Generator Facility and purchase and installation of an APC Galaxy VS 20kVA UPS and SPD through Schneider Electric per the attached design and specification documents. Coordination of work with the Commission will be critical when working in the electrical room and when loads need to be shut down during transferring of the power source.

REASON FOR WORK:

Decommission and demolition of the existing Liebert NPower 30kVA uninterruptible power supply (UPS) in the Commission Generator Facility and purchase and installation an APC Galaxy VS 20kVA UPS and SPD through Schneider Electric. The existing NPower 30kVA UPS was installed in 2012 and the unit is at end of life. The Commission is in the process of replacing the Pump Station UPS system with a similar APC Galaxy VS UPS system through Schneider Electric and would like to do the same with the unit in the Generator Building.

MINIMUM RESPONSE TIME:

The estimate is due by 12:00 PM CST on November 3, 2022.

COMMISSION-SUPPLIED MATERIALS, EQUIPMENT AND SUPPLIES TO BE INCORPORATED INTO THE WORK:

None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

None

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

None

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

Drawings and supporting documentation for the Galaxy VS UPS system and SPD provided by Schneider Electric are attached.

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: _____
Signature of Authorized
Representative

Safety Rep: _____
Name and 24-Hr Phone No.

DATE: _____



Resolution #: R-69-22

Account:01-60-629000/01-60-771200

Approvals: *Author / Manager / Finance / Admin*

MW RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/10/2022

Description: **A Resolution Suspending Purchasing Procedures and Authorizing the General Manager to Purchase Materials and Labor Services for the Commission's Emergency Generators and Ancillary Equipment, at a cost not-to-exceed \$300,000.00 from Altorfer Power Systems.**

Agenda Section: Engineering & Construction

Originating Department: Operations

Resolution No. R-69-22 would suspend purchasing procedures and authorize the General Manager to purchase material and labor service for the Commission's Emergency Generators and Ancillary Equipment at a cost not-to-exceed \$300,000.00 from Altorfer Power Systems (formally Patten Power Systems). Altorfer Power Systems is Caterpillar's sole authorized service provider in Northern Illinois and the Chicago Metropolitan area.

The Commission's emergency generator system, which includes five Caterpillar generators provide emergency power to operate the DuPage Pumping Station's large service pumps during utility power loss events.

Altorfer Power Systems provide factory-trained technicians, customer service, and support associated with Caterpillar products. Altorfer Power Systems provided the following services during and post-construction of the Commission's PSD-7 Emergency Generator Improvement Project: supervised the generator installation, customer/vendor equipment start-up, staff training, warranty, and product enhancement service. Altorfer Power Systems currently provides preventive maintenance service and periodic repair and troubleshooting services on the generator system and ancillary equipment as needed.

Material and labor services would be used on an as-needed basis. There is no cost component for this action at this time.

Recommended Motion: To adopt Resolution R-69-22

DuPAGE WATER COMMISSION

RESOLUTION NO. R-69-22

A RESOLUTION SUSPENDING PURCHASING PROCEDURES AND AUTHORIZING THE GENERAL MANAGER TO PURCHASE MATERIALS AND LABOR SERVICES FOR THE COMMISSION'S EMERGENCY GENERATORS AND ANCILLARY EQUIPMENT, AT A COST NOT-TO-EXCEED \$300,000.00 FROM ALTORFER POWER SYSTEMS

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq., and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, the DuPage Water Commission's Emergency Generator System includes five Caterpillar generators that provide emergency power to operate the Commission's large service pumps during utility power loss events; and

WHEREAS, Altorfer Power Systems is Caterpillar's sole authorized service provider in Northern Illinois and Chicago Metropolitan area; and

WHEREAS, Altorfer Power Systems provides factory-trained technicians, customer service and support associated with Caterpillar products; and

WHEREAS, Altorfer Power Systems provided the Commission the following services during and post construction of the PSD-7 Emergency Generator Improvement Project: supervised generator installation, vendor/customer equipment start-up, staff training, warranty, and product enhancement service; and

WHEREAS, Material and labor services would be used on an as-needed basis; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission believes it is in the best interest of the Commission to suspend purchasing procedures and authorize the General Manager to purchase material and labor services for the Commission's Emergency Generators and Ancillary Equipment at a cost not-to-exceed \$300,000.00 from Altorfer Power Systems;

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

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

SECTION TWO: That the purchasing procedures contained in Article VIII of the Commission By-Laws are hereby suspended as provided by Article XII, Section 3 of the Commission By-Laws, and that the General Manager is

hereby granted the authority to purchase material and labor service for the Commission’s Emergency Generators and Ancillary Equipment at a cost not-to-exceed \$300,000.00 from Altorfer Power Systems on an as-needed basis without further act.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Broda, J.				
Fennell, J.				
Gans, R.				
Gustin, P.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Zay, J.				

ADOPTED THIS ___ DAY OF _____, 2022.

James Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2022/R-69-22.docx



Resolution #: R-70-22

Account: 01-60-722200, \$456,085.14

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/10/2022

Description: To Authorize Approval of Certain Work Authorization Orders Under Quick Response Contract QR-12/21.

Agenda Section: Engineering & Construction

Originating Department: Pipeline

The Commission entered into certain agreements dated June 30, 2021, with John Neri Construction Co., Inc., Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work, as needed, through the issuance of Work Authorization Orders. Resolution No. R-70-22 would approve the following Work Authorization Orders under the Quick Response Contracts.

Work Authorization Order No. 016: This work authorization is to Benchmark Construction Co., Inc. to provide and maintain traffic and pedestrian controls, install drainage pipes and manholes and connect them into the existing drainage system on site, replace corrosion test station, excavate around 72-inch steel water main and install waterproofing, backfill the excavations, and restore all disturbed areas, and all other work as described in the DuPage Pump Station Site Drainage Improvements documents.

This work was identified in the 2015 Condition Assessment and scheduled in the Five-Year Capital Improvement program. Due to the complexity of the work, CDM Smith was engaged to perform design, bidding, and construction professional services.

The work includes the exterior sealing of groundwater penetrating the West Discharge Tunnel and redirection of the ground water into the existing stormwater system by adding underdrains. Also, during the process, corrosion testing and protection work will be incorporated for the 72-inch steel discharge header water main.

Staff solicited cost estimates for this work from the three QR-12/21 contractors. Of the three (3) Quick Response Contractors only Benchmark Construction Co., Inc. submitted a proposal in the amount of \$456,085.14. The estimate as received from Benchmark came in less than the CDM Smith engineering estimate.

As such, staff is recommending the approval of Resolution R-70-22 approving Work Authorization Order Number 016 to Benchmark Construction Co., Inc. for the work necessary to install drainage improvements. The estimated cost of this work is expected to be \$456,085.14. This work was included in the FY 22/23 Management Budget.

Recommended Motion:

To Authorize approval of Resolution R-70-22 and ratify Work Authorization Order Number 016 to Benchmark Construction Co., Inc. for the work described at the estimated cost \$456,085.14.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-70-22

**A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-12/21**

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated June 30, 2021, with John Neri Construction Co., Benchmark Construction Co., Inc., and Rossi Contractors, Inc. for quick response construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-12/21"); and

WHEREAS, Contract QR-12/21 is designed to allow the Commission to direct one or more or all the quick response contractors to perform quick response construction work, including without limitation construction, alteration, and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for quick response construction work could not have been reasonably foreseen at the time the contracts were signed;

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: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed, and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

SECTION THREE: This Resolution shall constitute the written determination required by Section 33E-9 of Article 33E of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Broda, J.				
Fennell, J.				
Gans, R.				
Gustin, P.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Zay, J.				

ADOPTED THIS ____ DAY OF _____, 2022.

James Zay, Chairman

ATTEST:

Danna Mundall, Clerk
Board/Resolutions/2022/R-70-22.docx

EXHIBIT 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-12/21: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-12.016

LOCATION:

DuPage Pump Station in Elmhurst

CONTRACTOR:

Benchmark Construction Co., Inc.

DESCRIPTION OF WORK:

Provide and maintain traffic and pedestrian controls, install drainage pipes and manholes and connect them into the existing drainage system on site, replace corrosion test station, excavate around 72-inch steel water main and install waterproofing, backfill the excavations, and restore all disturbed areas, and all other work as described in the DuPage Pump Station Site Drainage Improvements documents.

REASON FOR WORK:

To stop groundwater infiltration into the West Discharge Tunnel and provide better corrosion protection for 72-inch steel water main.

MINIMUM RESPONSE TIME:

N/A

COMMISSION-SUPPLIED MATERIALS, EQUIPMENT AND SUPPLIES TO BE INCORPORATED INTO THE WORK:

N/A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUBMITTALS REQUESTED:

YES

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

YES

DuPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: _____ Safety Rep: _____
Signature of Authorized Name and 24-Hr Phone No.
Representative

DATE: _____



Resolution #: R-71-22

Account: 01-60-663100, \$85,372.10

Approvals: *Author / Manager / Finance / Admin*

D.P. RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/10/2022

Description: To Authorize Approval of Certain Work Authorization Orders Under Quick Response Contract QR-12/21.

Agenda Section: Engineering & Construction

Originating Department: Pipeline

The Commission entered into certain agreements dated June 30, 2021, with John Neri Construction Co., Inc., Rossi Contractors, Inc., and Benchmark Construction Co., Inc. for quick response construction work, as needed, through the issuance of Work Authorization Orders. Resolution No. R-71-22 would approve the following Work Authorization Orders under the Quick Response Contracts.

Work Authorization Order No. 017: This work authorization was issued, and the work begun, prior to board approval and was necessary to repair a leak in a 30" diameter steel water main located on Naperville Road in the City of Wheaton.

In late August, staff was notified by the manager of Danada Shopping Center on Naperville Road in Wheaton about potential water leak experiencing in the parking lot of the Shopping Center. Staff investigated the leak but due to minimal ground saturation could not determine whether leak is on DWC's 30-inch steel water main, or irrigation system maintained by the property management. The leak detection and alternating current voltage gradient surveys were inconclusive and did not determine the leak location. Staff performed multiple pressure tests on section of 30-inch water main in front of the subject property and noticed the pressure drop indicating potential leak. The location was monitored until the irrigation system was shut off for the season and such eliminating the irrigation system as a source of the leak. QR contractor, Benchmark Construction Co. excavated the exploratory hole and located the leak on 30-inch steel water main. Three (3) steel plates were welded covering 3 corroded areas on 30-inch water main located in the same excavation. Further investigation concluded that the 30-inch water main is corroded at multiple locations providing a high probability for future water main leaks and breaks. Therefore, the Commission is evaluating the

condition of the subject 30-inch water main and considering alternatives for a pipeline project as a permanent solution for this area.

Approval of Resolution R-71-22 would ratify Work Authorization Order Number 017 to Benchmark Construction Co., Inc. for the work necessary to excavate, locate and repair, as described in Exhibit 1 to this resolution, the source of a leak located on a Commission 30" diameter steel water main at an estimated cost of \$85,372.10.

Recommended Motion:

To Authorize approval of Resolution R-71-22 and ratify Work Authorization Order Number 017 to Benchmark Construction Co., Inc. for the work described at an estimated cost of \$85,372.10.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-71-22

**A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-12/21**

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated June 30, 2021, with John Neri Construction Co., Benchmark Construction Co., Inc., and Rossi Contractors, Inc. for quick response construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-12/21"); and

WHEREAS, Contract QR-12/21 is designed to allow the Commission to direct one or more or all the quick response contractors to perform quick response construction work, including without limitation construction, alteration, and repair related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for quick response construction work could not have been reasonably foreseen at the time the contracts were signed;

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: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed, and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

SECTION THREE: This Resolution shall constitute the written determination required by Section 33E-9 of Article 33E of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Broda, J.				
Fennell, J.				
Gans, R.				
Gustin, P.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2022.

James Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2022/R-71-22.docx

EXHIBIT 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-12/21: QUICK RESPONSE CONTRACT

WORK AUTHORIZATION ORDER NO.: QR-12.017

LOCATION:

Naperville Road and East Loop Road in the City of Wheaton.

CONTRACTOR:

Benchmark Construction Co., Inc.

DESCRIPTION OF WORK:

Provide and maintain traffic and pedestrian controls; dewater isolated section of main; excavate, locate and repair the source of a leak on a Commission 30" diameter steel water main; backfill the excavation with suitable materials; disinfect the isolated section of water main, restore all disturbed areas to the satisfaction of the permitting highway authority, and all other work as necessary or as directed by the Commission.

REASON FOR WORK:

To repair a leak in a 30" diameter steel water main.

MINIMUM RESPONSE TIME:

N/A

**COMMISSION-SUPPLIED MATERIALS, EQUIPMENT
AND SUPPLIES TO BE INCORPORATED INTO THE WORK:**

N/A

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT PRIORITY WORK

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

N/A

SUBMITTALS REQUESTED:

N/A

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

N/A

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized
Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: _____ Safety Rep: _____
Signature of Authorized Name and 24-Hr Phone No.
Representative

DATE: _____



Resolution #: R-73-22

Account: 01-60-656000 \$31,000.00

Approvals: *Author / Manager / Finance / Admin*

MW RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/10/2022

Description: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-9/20

Agenda Section: Engineering & Construction

Originating Department: Operations

The Commission entered into certain agreements dated January 21, 2021, with McWilliams Electric Co. Inc., FSG Inc. and Courtesy Electric Inc. for quick response electrical work as needed through the issuance of Work Authorization Orders. Resolution No. R-73-22 would approve the following Work Authorization Order under the Quick Response Electrical Contract.

Background: The existing underground rigid conduit that carries the control power wiring from the DuPage Pump Station's Electrical Utility Service Yard to the Pump Station's 5KV switchgear breaker cubes is allowing groundwater to enter the conduit and travel to the circuit breaker cubes located inside of the Pump Station. The groundwater is causing corrosion to parts of the switchgear and creating the potential of an electrical safety hazard.

Work Authorization Order No. 013: This work authorization is for McWilliams Electric Co. Inc. to remove the existing conduits located in the Electrical Utility Service Yard; seal the conduit located in the breaker cube with waterproof sealant; prepare, sand, prime, and paint the surface rust area inside breaker cube; and, install three (3) new rigid conduits and control wiring from the Electrical Utility Service Yard to all three (3) electrical breaker cubes located in the Pump Station Electrical Room. The rigid conduit is to be installed underground in the Electrical Utility Service Yard and above grade inside the Pump Station.

Approval of Resolution R-73-22 would approve Work Authorization Order No. 013 to McWilliams Electric Co. Inc at an estimated cost of \$31,000.00.

Recommended Motion: To adopt Resolution R-73-22

DUPAGE WATER COMMISSION

RESOLUTION NO. R-73-22

**A RESOLUTION APPROVING AND RATIFYING CERTAIN WORK AUTHORIZATION ORDERS UNDER QUICK
RESPONSE ELECTRICAL CONTRACT QRE-9/20**

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq., and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, the DuPage Water Commission (the “Commission”) entered into certain agreements dated January 21, 2021, with McWilliams Electric Co. Inc., FSG Inc. and Courtesy Electric Inc. for quick response electrical work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as “Contract QRE-9/20”); and

WHEREAS, Contract QRE-9/20 is designed to allow the Commission to direct one or more or all of the quick response electrical contractors to perform emergency electrical work, including without limitation electrical work that the Commission is unable to perform through its own personnel and with its own equipment, as needed through the issuance of Work Authorization Orders;

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

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

SECTION TWO: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of staff, that the circumstances said to necessitate the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed, and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Broda, J.				
Fennell, J.				
Gans, R.				
Gustin, P.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Zay, J.				

ADOPTED THIS ___ DAY OF _____, 2022.

James Zay, Chairman

ATTEST:

Danna Mundall, Clerk

Board/Resolutions/2022/R-73-22.docx

EXHIBIT 1

WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QRE-9/20: QUICK RESPONSE ELECTRICAL CONTRACT

PROJECT: QRE-9.013

LOCATION:

DuPage Pump Station

CONTRACTOR:

McWilliams Electric Co., Inc.

DESCRIPTION OF WORK:

Remove the existing rigid pipes located in the DuPage Pump Station Electrical Utility Service Yard. Seal the leaking rigid pipe located in the DuPage Pump Station's 5KV breaker cube with waterproof sealant. Prepare, sand, prime, and paint the surface rust area inside 5KV breaker cube. Install three (3) new rigid pipe conduits and control wires from the electrical service yard to the three (3) associated 5KV electrical breaker cubes located in the DuPage Pump Station's Electrical Room. The rigid pipe will be installed underground in the Electrical Utility Service Yard and above grade inside the DuPage Pump Station.

REASON FOR WORK:

The existing rigid pipe that supplies the control power from the DuPage Pump Station's Electrical Utility Service Yard to the DuPage Pump Station's 5KV switchgear breaker cube is broken underground and allowing groundwater to enter the rigid pipe and travel to the inside of the breaker cube. The water is corroding parts of the 5KV switchgear and creating an electrical safety hazard.

MINIMUM RESPONSE TIME: None

COMMISSION-SUPPLIED MATERIALS, EQUIPMENT

AND SUPPLIES TO BE INCORPORATED INTO THE WORK: None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT **PRIORITY EMERGENCY WORK**

SUBMITTALS REQUESTED: None

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS: None

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS: None

DUPAGE WATER COMMISSION

By: _____

Signature of Authorized
Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: _____

Signature of Authorized
Representative

Safety Rep: _____

Name and 24-Hr Phone No.

DATE: _____



Resolution #: R-75-22

Account: 01-60-663100

Approvals: *Author / Manager / Finance / Admin*

JH RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/10/2022

Description: **A Resolution Approving and Ratifying Certain Work Authorization Orders Under Valve Assessment Program - Contract VAP-2/22**

Agenda Section: Engineering & Construction

Originating Department: Pipeline

The Commission desires to commence a comprehensive valve assessment program seeking evaluations, reports, and repairs on large diameter butterfly valves. The butterfly valves range in age from 17 to 35 years old and staff would like to ensure that all critical valves are fully functional.

The Commission entered into an agreement dated November 8, 2022, with Pure Technologies US, Inc. for valve assessment work, as needed, through the issuance of Work Authorization Orders. Resolution No. R-75-22 would approve Work Authorization Order No. 01 under the VAP-2/22 Contract.

Work Authorization Order 1 would allow Pure Technologies Inc. to complete valve assessments on 26 butterfly valves. The 26 valves that will be assessed are critical system valves that are required to be functional to limit customer shutdowns in case of an emergency. The valve assessment includes removing the gearbox cover and inspecting gears, exercising the valve, replacing all hardware with stainless steel equivalents, and lubricating all equipment. Resolution R-75-22 would approve Work Authorization Order Number 2.001 to Pure Technologies, Inc. for the work described at an estimated cost of \$275,000.00.

Recommended Motion: To Approve Resolution R-75-22.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-75-22

A Resolution Approving and Ratifying Certain Work Authorization Orders Under Valve Assessment Program - Contract VAP-2/22

WHEREAS, the DuPage Water Commission (the "Commission") entered into a certain agreement dated November 8, 2022, with Pure Technologies, Inc. for valve assessment program work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract VAP-2/22"); and

WHEREAS, Contract VAP-2/22 is designed to allow the Commission to direct Pure Technologies, Inc. to perform valve assessment and repair work related to the Commission's Waterworks System, as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for certain valve assessment work could not have been reasonably foreseen at the time the contracts were signed;

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: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of Staff, that the circumstances said to necessitate the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed, and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Broda, J.				
Fennell, J.				
Gans, R.				
Gustin, P.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Zay, J.				

ADOPTED THIS _____ DAY OF _____, 2022.

James Zay, Chairman

ATTEST:

Danna Mundall, Clerk

EXHIBIT 1

WORK AUTHORIZATION ORDER

CONTRACT VAP-2/22: CONTRACT

PROJECT: VAP-2.001

LOCATION:

Various locations within Cook and DuPage County see attached Map Book.

CONTRACTOR:

Pure Technologies US, Inc.

DESCRIPTION OF WORK:

Perform 26 Valve Assessments as according to the table below to the specifications described in the VAP-2/22 Contract. Contractor shall provide traffic control as required. Contractor shall provide the completed DWC Valve Data Worksheet and Work Checklist per each assessment as attached in the Appendix of the Contract and shall provide images of each valve/actuator.

Asset #	Pipeline	Station	Village	Location	Remotely Operated Valve	VALVE SIZE	VALVE MAKE	VALVE MODEL	ACTUATOR MAKE	ACTUATOR MODEL
11287	90"					84"	MASTERGEAR	MTF/ T-30	MASTERGEAR	MTF/ T-30
11288	90"					84"	MASTERGEAR	MTF/ T-30	MASTERGEAR	MTF/ T-30
11289	90"					84"	MASTERGEAR	MTF/ T-30	MASTERGEAR	MTF/ T-30
11308	TN-1/88					30"	PRATT	TRITON-XR 70	PRATT	MDT-5
11318	TNW-1/88					54"	PRATT	TRITON-XR	PRATT	MDT 6S BURIED SERVICE NUT
11319	TNW-1/88					54"	PRATT	TRITON-XR	PRATT	MDT 6S BURIED SERVICE NUT
11321	TNW-1/88					48"	PRATT	TRITON-XR	PRATT	MDT 5S BURIED SERVICE NUT
11324	TNW-1/88					48"	PRATT	TRITON-XR	PRATT	MDT 5S BURIED SERVICE NUT
11373	TS-3/88					48"	PRATT	TRITON-XR	PRATT	MDT 5S BURIED SERVICE NUT
11374	TS-3/88					54"	PRATT	TRITON-XR	PRATT	MDT 6S BURIED SERVICE NUT
11387	TSW D-87 1					72"	PRATT	TRITON-XR	EIM	WB65
12171	yard piping				ROV	72"	PRATT	TRITON-XR	EIM	MGKK-3, MG-05
13082	yard piping					72"	PRATT	TRITON-XR	EIM	WB66
21696	yard piping					72"	PRATT	TRITON-XR	EIM	WB66
11391	TSW D-87 1					60"				
11393	TSW D-87 1					60"				
12166	TN-1/88				ROV	36"	PRATT	TRITON-XR 70	EIM	WB51
12172	TNW-1/88				ROV	72"	PRATT	TRITON-XR	LIMITORQUE	H6BC BURIED SERVICE NUT
12173	TNW-1/88				ROV	72"	PRATT	TRITON-XR	LIMITORQUE	H6BC BURIED SERVICE NUT
12176	TNW-1/88				ROV	54"	PRATT	TRITON-XR	LIMITORQUE	H5BC BURIED SERVICE NUT
12183	TSW D-87 1				ROV	60"				
12191	TNW-1/88				ROV	48"	PRATT	TRITON-XR	LIMITORQUE	H4BC BURIED SERVICE NUT
12193	90"				ROV	84"	MASTERGEAR	MTF/ T-30	MASTERGEAR	MTF/ T-30
21372	yard piping									
21373	yard piping					84"	OLSON TECHNOLOGIES	B150	LIMITORQUE	L120/T575
21374	yard piping					84"	OLSON TECHNOLOGIES	B150	LIMITORQUE	L120/T575

REASON FOR WORK:

DWC would like to evaluate each valve for proper function and identify necessary maintenance activities, if any.

MINIMUM RESPONSE TIME:

Complete work by April 15th, 2022.

COMMISSION-SUPPLIED MATERIALS, EQUIPMENT AND SUPPLIES TO BE INCORPORATED INTO THE WORK: None

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

IS IS NOT APPROVED FOR OVERTIME WORK

SUBMITTALS REQUESTED: None

SUPPLEMENTARY NOTIFICATION OF POTENTIALLY HAZARDOUS CONDITIONS:

As noted in VAP-2/22.

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

See attached Map Book.

DUPAGE WATER COMMISSION

By: _____
Signature of Authorized Representative

DATE: _____

CONTRACTOR RECEIPT ACKNOWLEDGED AND DESIGNATION OF SAFETY REPRESENTATIVE:

By: _____
Signature of Authorized Representative

Safety Rep: _____
Name and 24-Hr Phone No.

DATE: _____



Resolution #: R-76-22

Account: 01-60-722200

Approvals: *Author / Manager / Finance / Admin*

JH RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 11/10/2022

Description: **A Resolution Awarding the Influent, Effluent, and 72" Meter Buildings Coatings Rehabilitation Contract (Contract PSD-11/22)**

Agenda Section: Engineering & Construction

Originating Department: Engineering

In furtherance of the Pipe Coatings Rehabilitation project, as suggested by an Engineer's recommendation in the 2014/2015 Condition Assessment and included in the FY-22/23 Management Budget as a Capital Improvement Project, staff desires to commence the comprehensive coatings rehabilitation program. Each year the Commission, would like to recoat process piping and support structures at the DuPage Pumping Station and various metering stations within the waterworks system. In many cases, the coating on the pipe is approximately 30 years old and is starting to show signs of failure. To begin this program, staff recommends recoating critical large diameter (up to 84") piping within the Influent, Effluent, and 72" Meter buildings at the DuPage Pumping Station. Contract PSD-11/22 is a lump sum contract to perform abrasive blasting and apply an Insulated Coating System to the pipelines and an epoxy coating on the support structures within these buildings.

As required by state statute, the Commission advertised for bids on two separate occasions in the Chicago Tribune and The Daily Herald, posted the advertisement on the DWC website, and directly solicited bids from experienced contractors which specialize in coating rehabilitation work. Sealed bids were received until 1:00 p.m., local time, November 7th, 2022, at which time all bids were publicly opened and read aloud.

Of the four contractors who examined the bidding documents prior to the bid opening, three submitted a proposal. The bid tabulation is below.

Company	Proposal
G.P. Maintenance Services, Inc.	\$440,000
Era-Valdivia Contractors, Inc.	\$455,000
Tecorp, Inc.	\$839,720

All bids received were reviewed by staff and the Engineer and found to have met the requirements of the bidding documents.

The proposal of G.P. Maintenance Services, Inc., as determined by Staff and the Engineer, was found to be in the best interest of the Commission. As such, Staff is recommending that the contract be awarded to G.P. Maintenance Services, Inc. for the total Contract Price of \$440,000.

Recommended Motion:

To Approve Resolution No. R-76-22.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-76-22

A RESOLUTION AWARDING THE INFLUENT, EFFLUENT, AND 72" METER BUILDINGS COATINGS REHABILITATION CONTRACT (CONTRACT PSD-11/22)

WHEREAS, bids for Contract PSD-11/22: The Influent, Effluent, and 72" Meter Buildings Coatings Rehabilitation Contract were received on November 7, 2022; and

WHEREAS, the DuPage Water Commission has reviewed the proposals received and determined that the proposal of G.P. Maintenance Services, Inc., was the most favorable to the interests of the Commission;

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 as findings of the DuPage Water Commission.

SECTION TWO: The DuPage Water Commission hereby awards Contract PSD-11/22: The Influent, Effluent, and 72" Meter Buildings Coatings Rehabilitation Contract to G.P. Maintenance Services, Inc., in the amount of \$440,000.00, conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the General Manager of the Commission in accordance with the Bid Package that is acceptable to the DuPage Water Commission.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Broda, J.				
Fennell, J.				
Gans, R.				
Gustin, P.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Zay, J.				

ADOPTED THIS ___ DAY OF _____, 2022.

James Zay, Chairman

ATTEST:

Danna Mundall, Clerk

PSD-11/22 BID TABULATION**NOVEMBER 7TH AT 1PM BID OPENING**

	Tecorp, Inc.	GP Maintenance Services	Era-Valdivia
Line Item 1	126,000	60,000	95,000
Line Item 2	357,760	180,000	102,000
Line Item 3	82,000	20,000	45,000
Line Item 4	87,760	80,000	108,000
Line Item 5	37,000	10,000	20,000
Line Item 6	112,200	80,000	75,000
Line Item 7	37,000	10,000	10,000
TOTAL	839,720	440,000	455,000
Addendum 1	X	X	X
Bid Bond	X	X	X
Letter Insurance	no letter	X	X
Letter Bonds	no letter	X	X
Signatures	X	X	X



DuPage Water
Commission

30 YEARS OF SERVICE
Pure. Essential. Stewardship.

MEMORANDUM

To: Paul May, General Manager
From: Cheryl Peterson, Financial Administrator
Date: 11/8/2022
Subject: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the November 17, 2022, Commission meeting:

October 12, 2022, to November 8, 2022, A/P Report	\$10,101,376.43
Accrued and estimated payments required before December 2022 Commission meeting	<u>4,627,075.00</u>
Total	<u>\$14,728,451.43</u>

cc: Chairman and Commissioners



DuPage Water Commission

Board Open Payable Report

As Of 11/08/2022

Summarized by Payable Account

Payable Number	Description	Post Date	Payable Amount	Net Amount
Payable Account:	01-211000 - ACCOUNTS PAYABLE			
Vendor: 1812	ACTION AUTOMATION			Payable Count: (1)
6614922	Labor on DPS West Discharge Valve	10/26/2022	2,784.50	2,784.50
Vendor: 1306	AMWA			Payable Count: (1)
2023	1st Half of Dues (January - December 2023)	10/25/2022	5,900.00	5,900.00
Vendor: 1292	APWA - ILLINOIS PUBLIC SERVICE INSTITUTE			Payable Count: (1)
INV0006337	Registration Fees: Chapman	10/25/2022	765.00	765.00
Vendor: 2173	Atomatic Mechanical Services, Inc.			Payable Count: (1)
SRV22-61355	Installation of PTAC Unit	10/25/2022	3,753.91	3,753.91
Vendor: 2405	Baxter & Woodman/Boller Construction, LLC			Payable Count: (1)
INV0006355	PSD-9/21 SCADA Replacement Project Payment #3	10/31/2022	414,653.05	414,653.05
Vendor: 2283	BMO HARRIS CREDIT CARD			Payable Count: (1)
INV0006354	Combined October 2022 Statements	10/31/2022	3,257.05	3,257.05
Vendor: 2264	CAROLLO			Payable Count: (1)
FB28984	Alternative Water Supply System Study	10/31/2022	25,093.85	25,093.85
Vendor: 1135	CITY OF CHICAGO SUPERINTENDENT OF WATER COLLECTION			Payable Count: (1)
INV0006356	WATER BILLING: October 2022	10/31/2022	9,595,059.05	9,595,059.05
Vendor: 1240	DOOR SYSTEMS, INC.			Payable Count: (1)
917530	Overhead Door Repair	11/08/2022	864.00	864.00
Vendor: 1674	ECO PROMOTIONAL PRODUCTS, INC			Payable Count: (1)
25820	30th Anniversary Items	10/31/2022	5,319.19	5,319.19
Vendor: 2041	F.E. MORAN, INC.			Payable Count: (1)
001-348122334	Replace Battery/Troubleshoot Fire Sprinkler Panel	11/08/2022	1,560.00	1,560.00
Vendor: 2171	Friendly Ford			Payable Count: (1)
C89214	Vehicle Maint: M220083	10/31/2022	172.09	172.09
Vendor: 1063	ILLINOIS SECTION AWWA			Payable Count: (1)
200075900	Advances in Water/Wastewater: Panaszek & Stark	10/25/2022	96.00	96.00
Vendor: 1033	JOLIET JUNIOR COLLEGE			Payable Count: (1)
0354233F22-1	Electrical Safety Classes - Unger	10/31/2022	2,125.00	2,125.00
Vendor: 1054	MCMMASTER-CARR SUPPLY COMPANY			Payable Count: (1)
86600669	Maintenance Supplies	10/25/2022	180.00	180.00
Vendor: 1194	MK BATTERY			Payable Count: (2)
SC0000069547	Batteries - Return	09/21/2021	-239.00	-239.00
IV963481	Replacement Batteries for UPS	09/28/2021	222.03	222.03
Vendor: 1178	PADDOCK PUBLICATIONS, INC.			Payable Count: (1)
230670	Legal Notices	10/20/2022	492.20	492.20
Vendor: 1118	REGIONAL TRUCK EQUIPMENT CO.			Payable Count: (1)
58494	Repairs to Light Bar on Ford F250	10/25/2022	135.00	135.00
Vendor: 1715	SIKICH			Payable Count: (1)
4571	HR On Demand	10/31/2022	13,577.26	13,577.26
Vendor: 2101	SITEONE LANDSCAPE SUPPLY, LLC			Payable Count: (1)
				924.50

Board Open Payable Report

As Of 11/08/2022

Payable Number	Description	Post Date	Payable Amount		Net Amount
124570552-001	Salt for Grounds	10/25/2022	924.50		924.50
Vendor: 2163	Sterling Talent Solutions			Payable Count: (1)	1,998.70
9127828	Background Checks	10/31/2022	1,998.70		1,998.70
Vendor: 2230	Strategia Consulting LLC			Payable Count: (1)	5,606.25
1705	Consulting Services	10/31/2022	5,606.25		5,606.25
Vendor: 1080	TYLER TECHNOLOGIES, INC			Payable Count: (4)	13,699.92
025-398721	Content Manager Annual Fee	10/25/2022	1,605.53		1,605.53
025-399205	Incode Annual SaaS Fees - Year 1	10/31/2022	21,823.00		21,823.00
025-399824	ERP Pro Annual Fees Credit	10/31/2022	-8,123.08		-8,123.08
025-399884	Content Manager Annual Fee	10/31/2022	-1,605.53		-1,605.53
Vendor: 2296	VALVTECT			Payable Count: (1)	1,710.21
INV0007845	Additives for Diesel Fuel	10/25/2022	1,710.21		1,710.21
Vendor: 2096	William A. Fates			Payable Count: (1)	1,666.67
INV0006375	Service as Treasurer: November 2022	11/08/2022	1,666.67		1,666.67
				Payable Account 01-211000 Payable Count: (29) Total:	10,101,376.43

Payable Account Summary

Account	Count	Amount
01-211000 - ACCOUNTS PAYABLE	29	10,101,376.43
Report Total:	29	10,101,376.43

Payable Fund Summary

Fund	Count	Amount
01 - WATER FUND	29	10,101,376.43
Report Total:	29	10,101,376.43

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 12-15-22
Board Meeting Date: November 17, 2022

Estimate Amount	Description	Check Number	Payment Date	Payment Amount
55,000.00	Blue Cross Blue Shield - Health Insurance			
8,000.00	Euclid Managers - Dental Insurance			
12,000.00	Illinois Public Risk Fund - Workers Comp.			
200.00	Envision Health Care - Administration Fees			
400.00	Healthiest You			
150.00	NCPERS - IMRF			
20,000.00	ComEd - Utility Charges			
400,000.00	Mid American Energy Services - Utility Charges			
180,000.00	City of Chicago - Lexington. Electric			
35,000.00	City of Chicago - Lexington Labor Costs			
35,000.00	City of Chicago - Repairs & Maintenance			
2,000.00	City of Naperville -Meter Station Electric Bills			
15,000.00	Nicor - Gas			
400.00	Comcast - Internet Service			
3,000.00	AT & T - Telephone Charges			
3,000.00	AT & T - Scada Backhaul Network/IP Flex			
1,000.00	Fed - Ex - Postage/Delivery			
5,000.00	Procurement Card Charges			
200.00	Anderson - Pest Control			
400.00	Republic Services - Disposal Services			
400.00	Aramark - Supplies			
700.00	Cintas- Supplies			
200.00	Elecsys - Cell Data Services			
3,500.00	AL Warren - Fuel			
1,500.00	Konica Minolta - Copy and Lease Charges			
2,100.00	Multisystem Management - Cleaning Services			
300.00	Onyx - Supplies			
625.00	Pitney Bowes - Postage			
8,000.00	Grainger - Supplies for Operations			
2,500.00	Verizon - Wireless Service			
300.00	Verizon Connect - Diagnostics			
50.00	City of Aurora - Microbial Analysis			
150.00	Logical Media - Hosting Services			
1,700.00	William Fates - Treasurer			
6,000.00	Baker Tilly			
15,000.00	Schirott, Luetkehans & Garner, LLC			
7,000.00	IT Savvy - Network Support			
200.00	Alexander Kefaloukos - Security			
600.00	Red Wing - Uniforms			
100.00	Elmhurst Occupational Health - New employee			
500.00	Friendly Ford - Vehicle Maintenance			
500.00	Elmhurst Standard Plaza - Vehicle Maintenance			
200.00	Sooper Lube - Vehicle Maintenance			
200.00	Sterling - Background Checks			
1,500.00	Storino Ramello & Durkin			
500.00	Local 399 Training courses			
70,000.00	AL Warren - Diesel			
600.00	Anderson Pest - Meter Station Rodent Control			
600.00	Atomatic Mechanical - Chiller Repairs			
4,000.00	Beary - Landscaping			
4,000.00	Beary - Tanksite Landscaping			

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 12-15-22
Board Meeting Date: November 17, 2022

3,000.00	Beary - Meter Station Landscaping ROV43A
2,000.00	Bedrock - Landscaping
500.00	Centro - Replacement Aquamatic Parco Valve Shafts
1,700.00	Colley Elevator - Annual Service Fee
900.00	Core & Main - Pipeline Supplies
300.00	Ebel's Ace Hardware - Project Supplies
200.00	Graybar - Cathodic Protection Supplies
25,000.00	Hach - Chlorine Monitors for Meter Stations
2,100.00	Hach - Monthly Chemicals
5,000.00	Hach - CL17 Maintenance Kit
2,000.00	Home Depot - Replacement Refrigerator
300.00	Home Depot - Supplies
38,000.00	Jetco - Standpipe Cleaning
80,000.00	Mecon - Rigging/Transport/Millwright Services for Large Horizontal Pump/Motor #9
70,000.00	Midwest Service Center - Large Motor Assembly/Inspection
15,000.00	Motorola Solutions - Starcom Service Fee
180,000.00	Neenah Foundry Company - Replacement Manhole Frames/Lids
500.00	Office Depot - Supplies
4,000.00	Premier Fall Protection - Annual Recertification of Standpipe
1,800.00	Program One - Window Cleaning
2,000.00	Quality Backflow - Repair to Backflow in Vehicle Storage Building
1,700.00	Randall Industries - Boom Lift Rental
300.00	Red Wing - Safety Shoes - Leanos
300.00	Red Wing - Safety Shoes - Rodriguez
500.00	Republic - Charges for Dumpster Drop Off/Pick Up
40,000.00	Roesch Ford - 2023 Ford Explorer
3,100.00	Russo Power - Generator/Water Pumps for Pipeline Vehicles
1,500.00	Safety Training Plus - Boom Lift Training
6,000.00	Site One - Salt for Grounds
400.00	Specialty Mat - Mat Service
1,100.00	Staples - Supplies
500.00	USA Bluebook - Chlorine Test Packets
35,000.00	McWilliams - QRE
850,000.00	Baxter and Woodman/Boller - SCADA Replacement Project
160,000.00	Carollo Engineers - SCADA
65,000.00	Strand - SCADA
52,000.00	Hexagon (Infor) - Software
90,000.00	Benchmark - WAO 12.017, R-71-22 Leak on Naperville Road
57,000.00	Benchmark - WAO 12.015, R-62-22 Shaft on Butterfield Road
7,500.00	Action Automation - Gear Box Replacement
80,000.00	Benchmark - TE-06/22 Anode and Coupon Purchase
36,000.00	Rossi - Roosevelt Road WAO 13
20,000.00	DeLasCasas - Stray Current Mitigation Resident Engineering
40,000.00	DeLasCasas - TIB Feasibility Testing
7,000.00	Corrpro - New Test Station Parts
5,500.00	Farwest - New Test Station Parts
5,000.00	NIS - RCS Investigation
15,500.00	NIS - Indeterminate Need (ACVG for leak/Nicor Interference)
15,500.00	NIS - TS-3/88 Work
15,500.00	NIS - TOB-E/87 Work

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 12-15-22
Board Meeting Date: November 17, 2022

500,000.00	Schneider Electric - BAS System Upgrade
100,000.00	Pure Technologies - Valve Assessments
60,000.00	Dixon Engineering - Recoating effluent/influent piping
250,000.00	G.P. Maintenance Services - Recoating Influent/Effluent Meter Buildings
400.00	Daily Herald - VAP & PSD-11 Ads
4,200.00	Equipment Watch - Construction Bluebook
400,000.00	JJH - Generator Building Contractor
50,000.00	Greeley & Hansen - Resident Engineer Services
10,000.00	CGMT - Testing for PSD-10
50,000.00	CAT - Generator Pickling
1,000.00	ISAWWA - WaterCon
1,000.00	Purdue Short Course for Corrosion Control - Haney
20,000.00	Superior - Operations
20,000.00	Volt - Operations
200,000.00	SET - Environmental Spill Cleanup
5,000.00	Gallagher - Treasurer Bond
<u>4,627,075.00</u>	



MEMORANDUM

To: Commissioners

From: Paul D. May, P.E., General Manager

Date: November 10, 2022

Subject: Luetkehans, Brady, Garner & Armstrong September 2022 Invoices

I reviewed the Luetkehans, Brady, Garner & Armstrong invoices for services rendered during the period of September 1, 2022 through September 30, 2022 and recommend it for approval. The invoices should be placed on the November 17, 2022 Commission meeting accounts payable.

September 2022

Luetkehans Brady Garner & Armstrong

CATEGORY	<u>FEEES</u>	<u>HOURS BILLED</u>	<u>AVERAGE HOURLY RATE</u>	<u>ATTORNEYS & PARALEGALS EMPLOYED</u>	<u>MAJOR ACTIVITIES</u>
General	\$11,587.50	51.5	\$225.00	Luetkehans (18.50 @ \$225/hr.) Armstrong (12.80 @225/hr.) Garner (17.40 @225/hr.) Nosalski (2.80 @225/hr.)	various (meetings, review agreements, correspondence, contracts, telephone conferences, and attend Board meeting)
Misc:	\$957.33				
Total:	\$12,544.83	51.5	\$225.00		