



## AGENDA – Administration Committee

Thursday, January 18, 2024

6:15 PM

- I. Roll Call
- II. Approval of the November 16, 2023 Administration Committee Minutes

RECOMMENDED MOTION: To approve the Minutes of November 16, 2023 Administration Committee Meeting of the DuPage Water Commission.

- III. Request for Board Action: Professional Development Travel and Expenses - To Approve/Ratify the Estimated Expenditures as listed in the approved FY-23/24 Management Budget and as listed.
- IV. Request for Board Action: Recommendation to Receive and perform First Reading of the Amended and Restated DuPage Water Commission By-laws
- V. Resolution No. R-3-24: A Resolution Suspending the Purchasing Procedures and Authorizing the Execution of a Consulting Agreement with IT Savvy LLC for IT Network Managed Services, in the amount of \$ 70,206.
- VI. Resolution No. R-8-24: A Resolution Approving Water Purchase and Sale Contract with Contract Customers, for a Term Expiring on February 24, 2064.
- VII. Resolution No. R-9-24: First Amendment to DuPage Water Commission Emergency Interconnection Agreement with the Village of Schaumburg.
- VIII. Resolution No. R-10-24: Addendum to Water Purchase and Sale Contract with UChicago Argonne, LLC.
- IX. Old Business
- X. New Business
- XI. Other
- XII. Adjournment

Minutes of a Meeting  
of the

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**ADMINISTRATION COMMITTEE**

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

November 16, 2023

- I. Commissioner Rush called the meeting to order at 6:15 PM.

Commissioners in attendance: N. Cuzzone, K. Rush, D. Van Vooren, J. Zay

Commissioners absent: J. Healy

Also in attendance: P. May, C. Peterson, D. Mundall

- II. Commissioner Van Vooren moved to approve the Minutes of the September 21, 2023, Administration Committee Meeting, seconded by Commissioner Cuzzone, unanimously approved by a voice vote. All aye, motion carried.
- III. Commissioner Van Vooren made a motion to approve R-55-23, a Resolution approving employee insurance benefits for plan year beginning January 1, 2024 and ending December 31, 2024, seconded by Commissioner Cuzzone. All aye, motion carried.
- IV. Commissioner Cuzzone made a motion to approve R-59-23, a Resolution authorizing and ratifying the disposal of certain personal property owned by the DuPage Water Commission, seconded by Commissioner Van Vooren. Unanimously approved by a voice vote, all aye, motion carried.
- V. Commissioner Van Vooren made a motion to approve a Request for Board Action, to suspend the purchasing procedures of the Commission's By-Laws and authorize the General Manager to approve requisition no. 77688. Commissioner Van Vooren asked what the spending limit is that is currently stated in the by-laws, General Manager May replied that the Commission follows the State Municipal Code, which is \$25,000.00. Commissioner Van Vooren recommended that this amount be reconsidered during the by-law update process currently underway. Commissioner Cuzzone asked if this was an annual renewal, Mr. May responded that it was. Seconded by Commissioner Cuzzone unanimously approved by a voice vote. All aye, motion carried.
- VI. Old Business

General Manager May updated the Committee on the Source Water Project and the Contract Customer's legislative response. Chairman Zay mentioned that several communities have expressed interest in coming on to the Committee.

VII. New Business

VIII. Other

IX. Adjournment

Commissioner Cuzzone moved to adjourn the meeting at 6:21 PM, seconded by Commissioner Van Vooren, unanimously approved by a voice vote. All aye, motion carried. Meeting adjourned.



**Resolution #:** N/A

**Account:** 01-60-613301

**Approvals:** *Author / Manager / Finance / Admin*

**RCB RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 1/11/2024

**Description:** **Approval of Professional Development Travel and Expenses**

**Agenda Section:** Administration Committee

**Originating Department:** Administration

The following are approved budgeted expenditures in FY 23/24 for Commission Employees to attend professional development training programs and/or conferences in Q4 including early discount registrations and fares, if applicable.

Location/Event		Budgeted/Estimated	
Dates	Description	Attendees	Expenditure
January 29-February 2, 2024	AMPP CP-1 Corrosion Protection Tester Certification. Houston, TX	[REDACTED] Sr. Pipeline Technician	\$4,600
February 26-28, 2024	2024 Underground Corrosion Short Course and Conference. Fort Wayne, IN	[REDACTED] Engineering Manager [REDACTED], Pipeline and Instrumentation Coordinator [REDACTED], Supervisor of Operations and Instrumentation	\$3,500
March 25-29, 2024	Utility Locator Staking University. Manteno, IL	[REDACTED], Pipeline Technician [REDACTED] Pipeline Technician	\$7,000
April 15-17, 2024	ISAWWA WaterCon 2024 Peoria, IL	6 Attendees TBD	\$7,200

Dates	Location/Event Description	Attendees	Budgeted/Estimated Expenditure
April 21-26, 2024	Illinois Public Service Institute (IPSI) – Year 2 of 3 Year Program. Effingham, IL	[REDACTED], Lead Operator [REDACTED], Senior Pipeline Technician	\$5,000
May 6-10, 2024	AMPP CP-1 Corrosion Protection Tester Certification. Salt Lake City, UT	[REDACTED], Pipeline Technician	\$4,600

**Recommended Motion:**

To Ratify the Estimated Expenditures as listed in the approved FY-23/24 Management Budget and as listed above.



**Resolution #:** TBD

**Account:** N/A

**Approvals:** *Author / Manager / Finance / Admin*

**PDM - CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 1/8/2024

**Description:** **Recommendation to Receive and perform First Reading of the Amended and Restated DuPage Water Commission By-laws**

**Agenda Section:** Administration Committee

**Originating Department:** Administration

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Concurrently with the approval of the new Water Purchase and Sale Contract, staff recommend updating the Commission By-laws to retain continuity with the new contract and current Commission practices.

DWC staff and legal counsel have reviewed the current bylaws including any previous amendments and have made updates which are illustrated in the attached red-line document. While the Bylaws remain very similar to previous document, some changes have been proposed for the purposes of clarity, to better document current Commission practices/procedures, and to maintain continuity with the new Water Purchase and Sale contract.

In accordance with Article XII, Section 2 of the current By-Laws, an amended document is hereby submitted for review and first hearing, with a recommendation that it be placed on the February Board of Commissioners Agenda for approval.

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**Recommended Motion:**

Approve the Receipt and First Reading of the Amended and Restated DuPage Water Commission By-laws, and direct staff to place document on the Agenda for the February 15 Board Meeting for action.

# DuPage Water Commission

## By-Laws

AMENDED AND  
RESTATED BY-LAWS OF  
THE DuPAGE WATER COMMISSION

ARTICLE I

GENERAL PROVISIONS

Section 1: General Purpose. The general purpose of the Commission is to provide a sufficient and economic source and supply of water to the DuPage County area by various means, including the development and operation of a water supply system to acquire and distribute water from Lake Michigan to its ~~Charter-Contract~~ Customers and other customers having an allocation pursuant to the Level of Lake Michigan Act, as amended from time to time, and orders of the State of Illinois Department of Natural Resources, Office of Water Resources, the successor to the responsibilities of the State of Illinois Department of Transportation, Division of Water Resources. The general purpose of these By-Laws is to establish the rules of proceeding of the Commission.

Section 2: Corporate Authority. The Board of Commissioners shall be the corporate authority of the Commission and shall have the power to pass and enforce all necessary ordinances, resolutions, rules, regulations and administrative orders for the conduct of business and management of property of the Commission.

ARTICLE II

COMMISSION AND COMMISSIONERS

Section 1: Composition. The corporate authority of the Commission shall consist of a Board of Commissioners, ~~who shall be~~ appointed [in compliance with Water Commission Act of 1985, 70 ILCS 3720/0.001 et seq. \(hereinafter referred to as the "Act"\)](#), as follows:



a. ~~One Commissioner, who shall serve as Chairman, shall be appointed by the Chairman of the DuPage County Board with the advice and consent of the DuPage County Board and with the advice and consent of the Board of Commissioners.~~

b. ~~One Commissioner from each county board district of DuPage County shall be appointed by the Chairman of the DuPage County Board with the advice and consent of the DuPage County Board.~~

c. ~~One Commissioner from each county board district of DuPage County shall be appointed by the majority vote of the mayors of the municipalities within said district which constitute "included" units as defined in the Act, which have the majority of their residents within said district, and which have not switched their status from being an included unit to an excluded unit as provided in the Act.~~

Section 2: Duties. The Commissioners shall perform those duties prescribed by the ~~Water Commission Act of 1985, 70 ILCS 3720/0.001 et seq. (hereinafter referred to as the "Act")~~, and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq. (hereinafter referred to as the "Water Commission Statute") and such other duties as may from time to time be provided for by law or by the Commission.

Section 3: Length of Term. ~~Except for the terms of the Commissioners initially appointed and qualified under the Act after its amendment by Public Act 96-1389,~~ Commissioners shall serve for a term of six years, unless a different term is required under the Act, or until their successors have been appointed and have qualified in the same manner as the original appointment was made. ~~The terms of the Commissioners initially appointed and qualified under the Act after its amendment by Public Act 96-1389 shall be set and staggered in accordance with the Act without the possibility of holding over.~~ A Commissioner shall be eligible for reappointment upon the expiration of a term. A

Commissioner may be a member of the governing board or an officer or employee of DuPage County or any unit of local government within DuPage County.

Section 4: Vacancy. A vacancy in the office of a Commissioner shall be filled for the balance of the unexpired term by appointment and qualification as to residency in the same manner as the original appointment was made.

Section 5: Removal. Any Commissioner may be removed by the appointing authority for any cause for which any other county or municipal officer may be removed. Removal shall be effected in the same manner as the initial appointment of the Commissioner in question.

Section 6: Bond. Each Commissioner shall furnish such bonds as may be required by law for the faithful performance of that Commissioner's official duties. The cost of such bonds shall be paid by the Commission.

Section 7: Compensation. Each Commissioner who is not a member of the governing board or an officer or employee of a unit of local government within DuPage County shall receive the maximum amount provided for in the Act as compensation for his or her services as a Commissioner. In addition, each Commissioner may be reimbursed for actual expenses incurred in connection with Commission business.

### ARTICLE III

#### OFFICERS OF THE COMMISSION

Section 1: Generally. The Officers of the Commission shall be the Chairman, the Vice-Chairman, the Chairman Pro-Tem, the Treasurer, the Clerk, the General Manager and the Financial Administrator.

Section 2: Chairman.

- a. Appointment. The Chairman shall be appointed by the Chairman of the DuPage County Board with the advice and consent of the DuPage County Board and with the advice ~~and consent~~ of the Board of Commissioners.
- b. Powers and Duties. The Chairman shall:
- (i) perform those duties prescribed by law or by the Commission, and all duties incident to the office of Chairman of the Commission;
  - (ii) preside at all meetings of the Commission;
  - (iii) appoint the Treasurer with the advice and consent of the DuPage County Board and with the advice and consent of the other Commissioners by a majority affirmative vote ~~as set forth in Section 5.a. of this Article, which majority must contain the votes of at least one third (1/3) of the Commissioners appointed by the Chairman of the DuPage County Board and at least forty percent (40%) of the Commissioners appointed by the DuPage County mayors as provided in the Act;~~
  - (iv) appoint the Clerk pursuant to the recommendation of the General Manager and with the advice and consent of the other Commissioners;

- (v) appoint all committees, committee chairman and task force members with the advice and consent of the other Commissioners;
- (vi) sign all ordinances, resolutions and other documents duly authorized to be signed on behalf of the Commission and required to be signed by the Chairman of the Commission;
- (vii) assign duties to officers, committees and task forces of the Commission with the advice and consent of the other Commissioners; and
- (viii) Have the power to vote in the same manner as the other Commissioners.

The Chairman's vote and presence shall be, and be counted as, that of a Commissioner for all purposes under these By-Laws.

Section 3: Vice-Chairman. The Vice-Chairman shall be one of the Commissioners appointed by the DuPage County mayors as provided in the Act, and shall be appointed to such office by a majority vote of all of the Commissioners appointed by the DuPage County mayors as provided in the Act. The Vice-Chairman shall serve until the end of his or her term ~~the second fiscal year after appointment~~ or until a successor is appointed. The Vice-Chairman shall be eligible for reappointment upon the expiration of a term. The Vice-Chairman shall be assigned such duties as the Chairman deems appropriate. In the event of the Chairman's absence or inability to act, the Vice-Chairman shall, during such absence or inability to act, or until such time as a new Chairman is appointed by the Chairman of the DuPage County Board with the advice and consent of the DuPage County Board and the

Board of Commissioners, perform all duties and exercise all powers within the normal purview of the Chairman, including execution of ordinances, resolutions and other documents.

Section 4: Chairman Pro-Tem. In the event of the temporary absence or inability of both the Chairman and the Vice-Chairman to perform the duties of Chairman at a Commission meeting, the Commissioners shall elect from their number in attendance a Chairman Pro-Tem to serve as Chairman of said meeting and to perform the duties and exercise the powers of Chairman at the meeting, including execution of ordinances, resolutions and other documents approved or authorized by the Commission at said meeting.

Section 5: Treasurer.

- a. Appointment. The Treasurer shall be appointed by the Chairman with the advice and consent of the DuPage County Board and with the advice and consent of the other Commissioners by a majority affirmative vote, which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the Chairman of the DuPage County Board and at least forty percent (40%) of the Commissioners appointed by the DuPage County mayors as provided in the Act. The Treasurer shall be appointed solely on the basis of demonstrated financial background and experience to monitor and report on Commission financial matters and budgeting with special weight given to actual experience in or knowledge of acceptable practice relating to the duties of the position as hereinafter set forth. The Treasurer need not be a Commissioner. The Treasurer shall serve

at the pleasure of the Commission, and may be removed without cause by the Chairman with the advice and consent of the other Commissioners. The Treasurer, if not a Commissioner, shall be given notice of all meetings of the Commission and shall have the right to take part in the discussion of matters before the Commission.

b. Duties. The Treasurer shall:

- (i) perform or cause to be performed those duties prescribed by law or by the Commission;
- (ii) have principal responsibility for the oversight of and advise the Finance Committee and the Board of Commissioners regarding:
  - (a) the receipt, deposit and disbursement of monies;
  - (b) the Commission's investment practices, paying particular attention to safety of principal and compliance with existing bond ordinances;
  - (c) the Commission's accounting and control systems and whether or not they are consistent with generally accepted accounting principles;
  - (d) relationships with the financial community; and
  - (e) overall treasury and cash management objectives of the Commission;
- (iii) review financial procedures and practices employed by the Financial Administrator and the General Manager, including the deposit of funds, the making of

disbursements, the maintenance of a check register, the reconciliation of bank statements, the segregation of financial duties, the restriction of access to the established accounting and general ledger systems and the overseeing of the annual audit, and advise the Finance Committee and the Board of Commissioners on the efficiency of such procedures and practices;

- (iv) require the Financial Administrator and the General Manager to document and comply with standard accounting policies, procedures and controls to ensure accurate reporting to the Finance Committee and the Board of Commissioners and to identify improper or unnecessary expenditures, budgetary errors or accounting irregularities;
- (v) review and approve the Financial Administrator's review and approval of manual journal entries and supporting documentation;
- (vi) review and approve monthly bank reconciliations and general account reconciliations;
- (vii) report to the Finance Committee and the Board of Commissioners any improper or unnecessary expenditures, budgetary errors or accounting irregularities;

- (viii) require the Financial Administrator and the General Manager to provide to the Finance Committee and the Board of Commissioners monthly reports regarding the Commission's cash and investment position, including whether the Commission has sufficient cash and investments to pay its debt service, operating expenses, and capital expenditures and to maintain required reserve levels, the required funding levels for restricted funds, the unrestricted cash and investment balances with comparisons to unrestricted reserves, and the type and performance of the Commission's investments and whether those investments are in compliance with the Commission's investment policies;
- (ix) require the Financial Administrator and the General Manager to provide to the Finance Committee and the Board of Commissioners detailed information concerning the Commission's operating performance, including the budgeted and actual monthly amounts for water sales, water costs and other operating expenses;
- (x) require the Financial Administrator and the General Manager to closely monitor and provide to the Finance Committee and the Board of Commissioners detailed information concerning the progress of construction and



other capital projects, including whether the percentage of completion and costs incurred are timely;

- (xi) require the Financial Administrator and the General Manager to provide monthly to the Finance Committee monthly bank reconciliations and general account reconciliations and to provide full and timely reports documenting any GAAP analysis or communications with GASB;
- (xii) require such other reports or information from the Financial Administrator or General Manager as may be necessary to perform the duties hereinabove set forth; and
- (xiii) furnish such bonds as may be required by law or the Commission for the faithful performance of the Treasurer's official duties. The cost of such bonds shall be paid by the Commission.

Section 6: Clerk.

- a. Appointment. The General Manager shall recommend to the Board of Commissioners persons, who need not be Commissioners, for appointment to the office of Clerk. The Clerk shall be appointed by the Chairman with the advice and consent of the other Commissioners. The Clerk shall serve at the pleasure of the Commission, and may be removed without cause by the Chairman with the advice and consent of the other Commissioners.

- b. Duties. The Clerk shall:
- (i) perform or cause to be performed those duties prescribed by law or by the Commission;
  - (ii) attest the validity of each ordinance, resolution, contract or other document adopted, entered into or maintained as a record by the Commission;
  - (iii) have principal responsibility for the oversight of and advise the Board of Commissioners regarding:
    - (a) compliance with the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*); and
    - (b) Compliance with the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*);
  - (iv) review the recordkeeping procedures employed by the General Manager to assure that the vote of each Commissioner on each ordinance, resolution, motion or other proposition brought to a vote is duly recorded and that a permanent record of the minutes of each Commission meeting is recorded, approved and maintained;
  - (v) require such reports or other information from the Administrative Staff as may be necessary to perform the duties hereinabove set forth; and
  - (vi) furnish such bonds as may be required by law or the Commission for the faithful performance of the Clerk's

official duties. The cost of such bonds shall be paid by the Commission.

Section 7: General Manager.

- a. Appointment: The General Manager shall be appointed by a majority affirmative vote of all the Commissioners, which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the Chairman of the DuPage County Board and at least forty percent (40%) of the Commissioners appointed by the DuPage County mayors as provided in the Act, and with the advice and consent of the DuPage County Board. The General Manager shall be appointed for an indefinite term and solely on the basis of demonstrated executive and administrative qualifications with special weight given to actual experience in or knowledge of acceptable practice relating to the duties of the position as hereinafter set forth. No Commissioner shall receive an appointment as General Manager during their term of appointment as Commissioner or within one year after the expiration of such term. The General Manager shall serve at the pleasure of the Commission, and may be removed without cause by the Chairman with the advice and consent of the other Commissioners. The General Manager may demand a written statement of the reasons for any such removal, which shall be furnished within twenty days after the filing of such request. The action of the Chairman in removing the General Manager shall be final.

- b. Duties. The General Manager shall be the chief administrative officer of the Commission and shall be responsible for the efficient administration and management of Commission affairs. The duties of the General Manager shall include, but are not necessarily limited to, the following:
- (i) administrative responsibility for the organization, acquisition, construction, operation and maintenance of the water supply system of the Commission;
  - (ii) enforcing the ordinances of the Commission;
  - (iii) supervising all ~~employees~~Administrative Staff and consultants of the Commission;
  - (iv) hiring and discharging all personnel to fill positions or vacancies on the Commission's Administrative Staff, including professional staff as employees of the Commission (other than those positions appointed by the Chairman and/or the Commissioners~~Legal Counsel~~), and discharging or retiring such employees in accordance with administrative rules and procedures established by the Commission;
  - (v) preparing an agenda for each Commission meeting in advance for general distribution;
  - (vi) attending all Commission meetings unless excused therefrom;

- (vii) attending any Commission committee meeting at which his or her attendance has been requested;
- (viii) attending relevant meetings of the Commission's ~~Charter~~Contract Customers when so requested;
- (ix) recommending policies, plans and procedures for the organization, construction, acquisition, operation and maintenance of the water supply system of the Commission;
- (x) purchasing materials and services and approving change orders according to administrative rules and procedures established in Article VIII hereof;
- (xi) overseeing the preparation of all checks and requiring and overseeing the maintenance of a check register;
- (xii) requiring and overseeing the preparation of a monthly statement of receipts and disbursements;
- (xiii) requiring and overseeing the reconciliation of bank statements on a monthly basis;
- (xiv) overseeing the preparation of an annual audit;
- (xv) preparing an annual budget;
- (xvi) requiring and overseeing the maintenance of a central file of all correspondence and other documents and materials pertaining to the affairs of the Commission;
- (xvii) preparing and presenting to the Commission for consideration and approval such administrative rules,

procedures and orders as may be deemed necessary and appropriate;

(xviii) representing the Commission before conferences, professional associations or relevant public hearings ~~when requested by the Commission to do so;~~

(xix) executing all contracts and other agreements and documents duly authorized to be signed on behalf of the Commission, except such contracts and other agreements and documents as may be required to be signed by the Chairman or some other officer of the Commission; and

(xx) assigning such duties as may properly be delegated to the Financial Administrator or other Administrative Staff.

Section 8: Financial Administrator.

a. Appointment. The Financial Administrator shall be appointed by a majority affirmative vote of all the Commissioners, which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the Chairman of the DuPage County Board and at least forty percent (40%) of the Commissioners appointed by the DuPage County mayors as provided in the Act, and with the advice and consent of the DuPage County Board. The Financial Administrator shall be appointed for an indefinite term and solely on the basis of demonstrated financial background and experience to monitor and report on Commission financial matters and budgeting with special weight given

to actual experience in or knowledge of acceptable practice relating to the duties of the position as hereinafter set forth. The Financial Administrator shall be hired by and report to the General Manager. The Financial Administrator shall serve at the pleasure of the Commission, and may be removed without cause by the General Manager. The action of the General Manager in removing the Financial Administrator shall be final.

b. Duties. The Financial Administrator shall be the Finance Director referred to in the Act and the chief administrative financial officer of the Commission. The Financial Administrator shall be responsible for the efficient administration of the Commission's financial activities including, without limitation, financial reporting, investments, budgeting, insurance, purchasing, and human resources. The Financial Administrator shall:

- (i) perform or cause to be performed those duties prescribed by law or by the Commission including, without limitation, those duties prescribed by the Act to be performed by the Finance Director;
- (ii) perform or cause to be performed those duties assigned by the General Manager;
- (iii) establish and then comply with the established financial procedures and practices, including the deposit of funds, the making of disbursements, the maintenance of a check register, the reconciliation of bank statements, the

segregation of financial duties, the restriction of access to the established accounting and general ledger systems and the management of the annual audit;

- (iv) document and comply with standard accounting policies, procedures and controls to ensure accurate reporting to the Finance Committee and the Board of Commissioners and to identify improper or unnecessary expenditures, budgetary errors or accounting irregularities;
- (v) review and approve manual journal entries and supporting documentation;
- (vi) review and approve monthly bank reconciliations and general account reconciliations;
- (vii) report to the General Manager, the Treasurer, the Finance Committee and the Board of Commissioners any improper or unnecessary expenditures, budgetary errors or accounting irregularities;
- (viii) provide to the Finance Committee and the Board of Commissioners monthly reports regarding the Commission's cash and investment position, including whether the Commission has sufficient cash and investments to pay its debt service, operating expenses and capital expenditures and to maintain required reserve levels, the required funding levels for restricted funds, the unrestricted cash and investment balances with



comparisons to unrestricted reserves, and the type and performance of the Commission's investments and whether those investments are in compliance with the Commission's investment policies;

- (ix) provide to the Finance Committee and the Board of Commissioners detailed information concerning the Commission's operating performance, including the budgeted and actual monthly amounts for water sales, water costs and other operating expenses;
- (x) closely monitor and provide to the Finance Committee and the Board of Commissioners detailed information concerning the progress of construction and other capital projects, including whether the percentage of completion and costs incurred are timely;
- (xi) provide monthly to the Treasurer and the Finance Committee monthly bank reconciliations and general account reconciliations and provide full and timely reports documenting any GAAP analysis or communications with GASB;
- (xii) restrict access to established accounting systems and general ledger systems and segregate the financial duties performed by Administrative Staff so that no single person has sole access and control over the accounting system or the general ledger system;

- (xiii) monitor and facilitate the acquisition of fidelity bonds, liability and property insurance and group health coverage;
- (xiv) report, and monitor processing of, liability claims;
- (xv) verify that requisitions, purchase orders and payment requests are in line with budget and contract approvals; and
- (xvi) administer Commission personnel programs and practices particularly as they relate to labor relations, employee benefits, retirement plan administration and pension and insurance benefits.

Section 9: Vacancy. In the event of a vacancy in office, for whatever reason, such vacancy shall be filled according to the same procedure used for the initial election or appointment.

#### ARTICLE IV

##### ADMINISTRATIVE STAFF OF THE COMMISSION

Section 1: Administrative Staff. The Administrative Staff shall consist of the General Manager, the Financial Administrator and such other supervisory, professional, administrative and operating personnel as may from time to time be employed or retained by the Commission. The Administrative Staff shall be under the direction of the General Manager.

Section 2: Absence or Inability; Incapacity. In the event of the General Manager's temporary absence or inability to act, he or she may designate such Commission officers or employees as shall be authorized to act on his or her behalf. In the event that the Chairman

determines that the General Manager is incapable of performing his or her duties, the Chairman may, with the advice and consent of the other Commissioners, appoint a qualified person on a temporary basis to perform the duties of the General Manager during such incapacity.

## ARTICLE V

### LEGAL COUNSEL

Section 1: Appointment or Engagement. Legal counsel shall be appointed or engaged by a majority affirmative vote of all the Commissioners, which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the Chairman of the DuPage County Board and at least forty percent (40%) of the Commissioners appointed by the DuPage County mayors as provided in the Act. Legal counsel shall be appointed or engaged for an indefinite term and solely on the basis of his or her professional qualifications with special weight given to actual experience in or knowledge of acceptable practice relating to the duties of the position or assignment. Legal counsel shall serve at the pleasure of the Commission, and may be removed without cause by the Chairman or by the General Manager with the advice and consent of the ~~other~~ Commissioners ~~or by the General Manager~~.

Section 2: Duties. Legal Counsel, ~~if an outside legal firm is appointed to perform such duties, or the Staff Attorney, if an employee of the Commission is on staff to perform such duties,~~ shall be the chief legal advisor to the Board of Commissioners and the General Manager. The duties of the chief legal advisor shall include, but are not necessarily limited to, the following:

- a. performing those duties prescribed by law or by the Commission;

- b. providing advice to the Board of Commissioners and the Administrative Staff in connection with administration of water supply and water purchase and sale contracts, construction of the water supply system, property and right-of-way acquisition, insurance, litigation and other legal matters;
- c. preparing and drafting ordinances, resolutions, ~~construction~~ contracts and other legal documents, and rendering legal opinions when requested by the Chairman, the Board of Commissioners or the General Manager on all matters concerning the interests of the Commission;
- d. attending all Commission meetings, and any committee or other meeting when required;
- e. making reports from time to time and otherwise performing such other duties or special services which the Board of Commissioners or General Manager may require; and
- f. directing litigation and representing the Commission in all legal matters or, if requested or approved by the Commission, recommending the retention of Special Counsel to represent the Commission or assist the Legal Counsel ~~or Staff Attorney~~ in certain matters. The Legal Counsel ~~or Staff Attorney~~ shall oversee and remain responsible for matters handled by Special Counsel.

## ARTICLE VI

### MEETINGS

Section 1: Regular Meetings. Regular meeting dates of the Commission shall be established in accordance with the provisions of the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* Commissioners may participate, in whole or in part, in regular meetings of the Board of Commissioners by audio or video conference, and shall be counted for purposes of voting for so long as they participate and vote, subject to the following terms and conditions:

- a. All Commissioners participating in a meeting by audio or video conference shall be able to hear concurrently the substance of the meeting, and those Commissioners physically present at the designated meeting site, as well as the media and public in attendance at the designated meeting site, shall be able to hear concurrently the Commissioners participating by audio or video conference.
- b. A quorum of the Board of Commissioners shall be physically present at the designated meeting site and not more than one Commissioner shall participate in a meeting by audio or video conference from the same remote location.
- c. The Chairman or the Vice-Chairman shall be physically present at the designated meeting site or, if neither the Chairman nor the Vice-Chairman is participating in the meeting, then the Chairman Pro-Tem shall be physically present at the designated meeting site. If the Chairman is participating in the meeting by audio or video conference, then the Chairman shall vacate the chair and the Vice-Chairman shall perform the duties of the Chairman at the meeting.

- d. Any Commissioner participating in a meeting by audio or video conference shall be unable to physically attend the meeting because of (i) personal illness or disability; (ii) a family or other emergency; or (iii) employment purposes or Commission business.
- e. Any Commissioner participating in a meeting by audio or video conference shall have notified the ~~recording secretary or~~ Clerk of his or her intention to participate by audio or video conference in advance of the meeting unless advance notice is impractical.
- f. Any Commissioner participating in a meeting by audio or video conference shall announce his or her name, and shall be recognized by the presiding officer, before speaking.
- g. Any voice vote that includes Commissioners participating by audio or video conference and in which a “no” or “nay” vote is cast shall be ineffective, and the official vote on the passage of the action under consideration shall be taken by a roll call vote.

Section 2: Order of Business at Regular Meeting. The Order of Business at all Regular Meetings shall be as follows:

- a. Roll Call
- b. Public Comments
- c. Approval of Minutes
- d. Treasurer’s Report
- e. Committee Reports and Action Items
- f. ~~Chairman’s Report~~Accounts Payable
- g. ~~Old Business~~Chairman’s Report

- h. ~~New~~Old Business
- i. ~~Accounts Payable~~New Business
- j. Executive Session
- k. Adjournment

The Chairman may for good cause suspend or revise said order at any particular Commission meeting. Business conducted at any regular meeting may, with the consent of a majority of the Commissioners present, include the discussion of items not specified in the agenda except as otherwise prohibited by applicable law provided, however, that no final action may be taken on any item not on the agenda. ~~Public comments shall be limited to a period of 30 minutes and to three minutes per person. Persons shall be recognized in order of sign in on the Public Comment Sign In Sheet at the meeting or, if none, in the order determined by the Chairman or other presiding officer.~~ An additional matter may be added to the agenda of any regular meeting upon the written request of four or more Commissioners which, in each case, shall consist of not less than two Commissioners appointed by the Chairman of the DuPage County Board and at least two Commissioners appointed by the groups of mayors as provided by the Act. The written request shall be delivered to the General Manager not less than 7 business days prior to the regularly scheduled meeting at which the requesting Commissioners wish to have the specified matter added to the agenda. ~~(amended on November 15, 2012 by Ordinance No. O-12-12)~~

Section 3: Special Meetings. Special meetings may be called by the Chairman or the General Manager upon his or her own initiative and shall be called at the request of any four Commissioners. Notice of any special meeting shall be given in accordance with the provisions of the Illinois Open Meetings Act. Commissioners may participate, in whole or in part, in special meetings of the Board of Commissioners by audio or video conference, and

shall be counted for purposes of voting for so long as they participate and vote, subject to the same terms and conditions as are set forth in Section 1 above for regular meetings.

Section 4: Order of Business at Special Meetings. The Order of Business at all special meetings shall be as follows:

- a. Roll Call
- b. Items for Consideration Set Forth in Notice of Special Meeting
- c. Adjournment

Section 5: Emergency Meetings. Emergency meetings may be called by the Chairman upon his or her own initiative or at the request of any Commissioner or the General Manager in the event of a bona fide emergency~~yies~~. Notice of an emergency meeting shall be given in accordance with the provisions of the Illinois Open Meetings Act. Business at an emergency meeting may be conducted without reference to a prepared agenda. Commissioners may participate, in whole or in part, in emergency meetings of the Board of Commissioners by audio or video conference, and shall be counted for purposes of voting for so long as they participate and vote, subject to the same terms and conditions as are set forth in Section 1 above for regular meetings.

Section 6: Quorum. A quorum shall consist of a majority of the Commissioners in office.

Section 7: Vote Requirements.

- a. Generally. Subject to the requirements set forth in Subsection 7.~~(b)~~ below and any other provision of these By-Laws that states a more specific vote requirement, the concurrence of a majority of the appointed Commissioners shall be necessary for the passage of any ordinance or the incurring of any debt or financial obligation or the



approval of any payment. All other action of the Commission shall require the concurrence of a majority of those Commissioners present, provided there is a quorum. Every Commissioner who shall be present when a question is stated from the Chair shall vote thereon unless excused by the Chair or unless he or she is directly interested in the question. Votes of “abstain,” “pass,” or “present,” or a refusal to vote when present, shall be counted as concurring in the vote of the majority of those who did vote on the question. If there is vote of the majority, the votes of “abstain,” “pass,” or “present,” or a refusal to vote when present, shall not be considered.

- b. Specific Vote Required. A majority affirmative vote of all the Commissioners, which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the Chairman of the DuPage County Board and at least forty percent (40%) of the Commissioners appointed by the groups of mayors as provided for in the Act, shall be necessary for the adoption of any motion, resolution or ordinance regarding the following items:
- (i) approval of individual contracts, or a series of contracts related to a single Project (as that term is defined in the Water Purchase and Sale Contract between the Commission and its ~~CharterContract~~ Customers), in an amount in excess of \$100,000.00;
  - (ii) setting of rates for the sale of Lake Michigan water to the Commission’s ~~CharterContract~~ Customers;

- (iii) borrowing of funds;
- (iv) exercise of eminent domain powers;
- (v) employment of ~~managerial and professional personnel,~~  
General Manager, Financial Administrator, and Legal Counsel or third-party managerial or professional ~~either as employees or consultants~~ who are not employees of the Commission;
- (vi) amendment of the Chicago Water Supply Contract; ~~and~~  
~~(vii)~~ amendment of this Ordinance made these By-laws in accordance with Section 2 of Article XII herein; ~~and~~  
~~(vii)(viii)~~ the approval and addition of new customers to whom the Commission will supply water after approval of the Customer Contract (“Subsequent Customers”).

c. Omnibus Vote. At any meeting, the Commissioners may by unanimous consent take a single vote by yeas and nays on the several questions of passage of any two or more designated ordinances, orders, resolutions or motions placed together for voting purposes in a single group, which single vote shall be entered separately in the minutes under the designation “omnibus vote,” and in such event the clerk may enter the words “omnibus vote” in the minutes in each case in lieu of entering the names of the members of the Board of Commissioners voting “yea” and those voting “nay” on the passage of each of the designated ordinances, orders, resolutions and motions included in such omnibus group. The taking of such single or omnibus

vote and such entries of the words “omnibus vote” in the minutes shall be considered of like effect as if the vote in each case had been taken separately on the question of the passage of each ordinance, order, resolution and motion included in such omnibus group, and separately recorded in the minutes.

Section 8: Rules of Order. The rules of parliamentary procedure contained in Robert’s Rules of Order, as revised from time to time, shall govern all Commission meetings to the extent that they are applicable and not inconsistent with these By-Laws or other special rules, if any, of the Commission.

Section 9: Public Comment. Public comments shall be limited to a period of 30 minutes and to three minutes per person. Persons shall be recognized in order of sign in on the Public Comment Sign In Sheet at the meeting or, if none, in the order determined by the Chairman or other presiding officer.

Section 10: Closed Session Minutes and Verbatim Record. The “Closed Session Minutes and Verbatim Record Policy” attached to these By-Laws as Exhibit A govern the creation, maintenance, storage, release and destruction of closed meeting minutes and verbatim records of all public bodies of the Commission that are subject to the Illinois Open Meetings Act.

## ARTICLE VII

### COMMITTEES AND TASK FORCES

Section 1: Purpose of Committees. The Board of Commissioners has determined that the committee structure may in many situations be the most efficient and productive way for the Commissioners to carry out their responsibilities. The primary responsibilities of all committees shall be suggesting policy, reviewing and investigating Commission matters,

and making recommendations to the Board of Commissioners. The committee structure is established so that more thought and time may be given to Commission matters by delegating review and investigative functions to a portion of its members. Committees, therefore, are not legislative bodies but reviewing and investigative bodies; committee actions shall constitute only suggestions or recommendations to the Board of Commissioners rather than instructions to either the Board of Commissioners or Administrative Staff.

Section 2: Committees. The Commission has established an Administration Committee which is responsible for reviewing and investigating, and suggesting policy and making recommendations concerning, organizational matters, purchase of service agreements and internal affairs of the Commission, including personnel and legal affairs; an Engineering and Construction Committee which is responsible for reviewing and investigating, and suggesting policy and making recommendations concerning, the design, construction, operation and improvement of Commission facilities; and a Finance Committee which is responsible for supervising the Administrative Staff's handling of, reviewing and investigating, and suggesting policy and making recommendations concerning, the Commission's financial affairs and budgeting. The Commission may establish other standing or special committees as it may deem necessary, the duties of which shall be those specified at the time such other standing or special committee is established. The Chairman shall appoint all committees and committee chairmen with the advice and consent of the other Commissioners. Committee members may participate, in whole or in part, in regular, special and emergency committee meetings by audio or video conference, and shall be counted for purposes of voting for so long as they participate and vote, subject to the same terms and conditions as are set forth in Section 1 of Article VI

above for regular meetings, or Section 3 of Article VI above for special meetings, or Section 5 of Article VI above for emergency meetings of the Board of Commissioners, as the case may be. The Commission may consolidate, abolish or change the duties of any one or more of its committees so long as at all times required by the Act there exists a Finance Committee performing those duties prescribed by law, including conducting monthly meetings to supervise the handling of financial matters and budgeting by Administrative Staff.

Section 3: Chairman as Committee Member. The Chairman shall be an ex-officio member of all committees and shall be entitled to vote on committee matters. The Chairman shall not be counted as a committee member for purposes of determining a quorum unless the Chairman is present at the committee meeting.

Section 4: Purpose of Task Forces. A task force structure may in some situations be the most efficient and productive way for the Commission to carry out its responsibilities. The task force structure is especially suited to the review and investigation of matters falling outside the expertise of the Commissioners individually and collectively, and requiring more intensive study than the Commissioners can devote to them along with other matters.

Section 5: Task Forces. The Commission may establish such task forces as it may deem necessary. The Chairman shall appoint all task force members with the advice and consent of the other Commissioners. Task force membership may include, but need not be limited to, Commissioners. Task force members may participate, in whole or in part, in regular, special and emergency task force meetings by audio or video conference, and shall be counted for purposes of voting for so long as they participate and vote, subject to the same terms and conditions as are set forth in Section 1 of Article VI above for regular meetings, or Section 3 of Article VI above for special meetings, or Section 5 of Article VI above for emergency meetings of the Board of Commissioners, as the case may be.

## ARTICLE VIII

### PURCHASING PROCEDURES

Section 1: Coverage. These procedures shall cover all contracts for supplies, material or work being purchased by the Commission except as herein set forth.

Section 2: Definitions. For the purpose of these procedures, “supplies, material or work” shall mean and include, except as hereinafter limited, all work, labor or services; other contracts for services; supplies, equipment or other materials; and the rental, repair or maintenance of equipment, machinery and other personal property. The term “work” shall not include ~~personal services or~~ services rendered in a professional capacity such as accounting, engineering or legal services.

Section 3: Minor Purchases. The General Manager shall have the authority to purchase on behalf of the Commission supplies, material or work requiring an expenditure of the sum provided for in 65 ILCS 5/8-9-1 or less pursuant to such procedures as he or she deems calculated to insure the best interests of the Commission, without a specific solicitation of quotations or advertisement for bids; ~~provided, however, that this Section 3 shall not apply to contracts for construction of the Commission’s water supply system, which shall be governed by Section 5 below.~~

Section 4: Purchases Requiring Quotations. All purchases of supplies, material or work included in the Annual Management Budget and requiring expenditure in excess of the sum provided for in 65 ILCS 5/8-9-1 shall be made only after the solicitation of at least two written quotations. All such quotations shall be submitted sealed to the Commission and shall be opened in public at a date and time set by the General Manager. A tabulation of all quotations received shall be presented to the Board of Commissioners. In cases where only one quotation is received, there is only a single source for the supplies, materials or work or

the purchase was not included in the Annual Management Budget, the expenditure may only be authorized by the Board of Commissioners. ~~This Section 4 shall not apply to contracts for construction of the Commission's water supply system, which shall be governed by Section 5 below.~~ The General Manager shall keep a record of all such purchases and the quotations submitted pursuant to the solicitation therefor.

Section 5: Other Water Supply System Contracts. All contracts, except those provided for in Section 3 and Section 4 of this Article VIII for the construction of the Commission's water supply system shall be entered into only after advertising for bids in the manner required by the Water Commission Statute.

Section 6: Bid Deposits. When deemed necessary by the General Manager or Board of Commissioners, bid deposits shall be required.

Section 7: Specifications. The following shall apply to specifications.

- a. Specifications shall be available to all bidders;
- b. Specifications shall be general in nature and not so specific as to limit a bidder to a specific brand; and
- c. The Commission shall reserve the right to make clarifications, corrections or changes in specifications at any time prior to the time bids are opened so long as all bidders or prospective bidders are informed of said clarifications, corrections or changes in the specifications.

Section 8: Bid Opening Procedure.

- a. Sealed. Bids shall be submitted sealed to the Commission and shall be identified as bids on the envelopes. The date and time the bid was received shall be recorded on the envelope of the bid.

- b. Opening. Bids shall be opened in public at the time and place stated in the public notices.
- c. Tabulation. A tabulation of all bids received shall be ~~posted~~ available for public inspection.

Section 9: Acceptance or Rejection of Bids. Except when expressly and specifically limited by the terms of a particular bid solicitation, the Commission shall have the authority to accept the bid which, in its judgment, is the best bid and most favorable to the interests of the Commission and the public; to reject the low bid; to award to other than the lowest bidder; to accept any item of any bid; to reject any and all bids; to accept and incorporate corrections or clarifications following bid opening when to do so would not, in the Commission's opinion, prejudice the bidding process or create any improper advantage to bidders; and to waive irregularities and informalities in any bid submitted or in the bidding process.

Section 10: Bidders in Default to Commission. The Commission shall not accept the bid of a contractor who is or has been in default on a contract with the Commission or in the payment of monies due to the Commission.

Section 11: Award of Contract.

- a. Authority in Board of Commissioners. The Board of Commissioners shall have the authority to award all contracts for the construction of the Commission's water supply system.
- b. Awards. Contracts shall be awarded to the bidder whose proposal is found to be in the best interests of the Commission. In determining the bidder who is to receive the award, the Commission shall consider the following factors in addition to price:



- (i) The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- (ii) Whether the bidder has the requisite facilities, plant, organization and staffing to enable the bidder to perform the contract or provide the service successfully and promptly, within the time specified, without delay or interference;
- (iii) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- (iv) The quality of the bidder's performance of previous contracts or services;
- (v) The previous and existing compliance by the bidder with the laws and ordinances relating to the contract or services;
- (vi) The sufficiency of the financial resources and ability of the bidder to perform the contract or to provide the services;
- (vii) The quality, availability, adaptability and capabilities of the supplies, material or work to the particular use required;
- (viii) The ability of the bidder to provide future maintenance and service for the subject of the contract, if applicable;
- (ix) Any other factor that the Commission may legally consider in determining the proposal that is in the best interests of the Commission;

(x) If the contract is for “public works” as that term is defined in the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.), the following factors shall also be considered:

a. The ability of the bidder to provide future maintenance and service for the subject of the contract, if applicable;

b. The bidder and its subcontractors must comply with all provisions of the Illinois Prevailing Wage Act, (820 ILCS 130/0.01 et seq.), including wages, medical and hospitalization insurance and retirement for those trades covered under the Act; and

~~(ix)~~c. The bidder and all bidder’s subcontractors must participate in active apprenticeship and training programs approved and registered with the United State Department of Labor’s Office of Apprenticeship for each of the trades of work contemplated under the contract.

c. Subsequent Awards. Contracts awarded to a bidder who fails to comply with all conditions precedent to formal execution of the contract agreement may be annulled. Upon annulment of an award, the Commission may award the contract to any other bidder whose proposal is found to be in the best interests of the Commission in

accordance with Subsection 11(b) above, or the Commission may advertise anew for bids.

Section 12: Single Bids. The Board of Commissioners desires competitive bids; however, where there is only one bid, that fact alone shall not prevent the Commission from accepting that bid.

Section 13: Performance and Payment Bonds. The Commission may require a performance bond before entering a contract in such amount as it shall find reasonably necessary to protect the best interests of the Commission. The Commission shall require a payment bond in such amount as it shall find reasonably necessary to secure payment for material used and labor performed in connection with a public work.

Section 14: Change Orders. All contract change orders shall be considered and approved or disapproved by the Commission during the regular course of its conduct of business except in the following circumstances.

- a. By General Manager. The General Manager shall have the authority to approve any contract change order:
  - (i) based entirely upon approved unit prices; or
  - (ii) In an amount not in excess of \$100,000 when in the judgment of the General Manager and the Commission's consulting engineer such change order requires immediate approval to avoid significant impacts to the project schedule or the incurring of unnecessary and excessive costs by the Commission.

A full written description and explanation of any change order so approved by the General Manager shall be distributed to the Board of Commissioners as soon as possible following its approval.

- b. By Commission at Special or Emergency Meeting. When in the judgment of the General Manager a change order in an amount in excess of \$100,000 requires a more immediate approval than the Commission's regular meeting schedule would permit in order to avoid the incurring of significant impacts to the project schedule or unnecessary and excessive costs by the Commission, or when, in any other case, in the judgment of the General Manager a change order requires the immediate attention of the Commission, the General Manager may call a special or emergency meeting of the Commission for the consideration of such change order.

Section 15: Prohibition Against Subdivision. No contract or change order shall be subdivided to avoid the requirements of these By-Laws. This prohibition shall not prevent the repetitive purchase of supplies, material or work which is purchased over a period of time as needed.

Section 16: Emergencies. In case of an apparent emergency which requires immediate purchase of supplies, material or work to protect persons or property, the General Manager shall be authorized to secure any supplies, material or work necessary to address such emergency by whatever means deemed necessary without regard to the procedures otherwise required under these By-Laws. A full written description and explanation of any such emergency purchase shall be distributed to the Board of Commissioners as soon as possible following the emergency.

Section 17: Bid Item Must Be Budgeted. Contracts or purchase orders cannot be executed and are invalid and void unless the amounts due there under have been budgeted by the Board of Commissioners.

Section 18: Cooperative Purchasing Arrangements. Nothing in this Article VIII shall be interpreted to prohibit the Commission from participating with other public bodies, associations or agencies, or with other units of government, in any cooperative purchasing arrangements subject to bidding or other processes that assure the protection of the best interests of the Commission. Supplies, materials or work purchased through such arrangement shall be exempted from the requirements of this Article.

## ARTICLE IX

### DISBURSEMENTS

Section 1: No Disbursement Without Authority. No funds, monies or other things of value in the hands of the Commission shall be paid out, disbursed or delivered except upon warrant, draft or order approved and signed as herein provided.

Section 2: Authorization. All disbursements in excess of \$20,000.00 shall be approved in advance by the Board of Commissioners except in the following circumstances: (i) the General Manager is authorized to pay all payroll disbursements and disbursements for payroll-related taxes, contributions and payments, and (ii) in the case of an emergency or in cases where the Commission is unable to meet or establish a quorum, the General Manager is hereby authorized, with the concurrence of the Chairman, to make all disbursements which have previously been budgeted and/or expenditures for which the Commission has previously contracted. All disbursements made under subsection (ii) shall be placed on the agenda for the next regular meeting of the Commission for purposes of ratification. ~~that, in the case of emergencies or in cases where the Commission is unable to~~

~~meet or establish a quorum, the General Manager is hereby authorized, with the concurrence of the Commission's Chairman, to make all disbursements which have been previously budgeted and/or expenditures for which the Commission has previously contracted. All disbursements made under this authorization shall be placed on the agenda for the next regular meeting of the Commission for the purpose of ratification. The General Manager is authorized to incur and pay contingency expenditures up to and including \$20,000.00 without the prior approval of the Board of Commissioners. (amended October 17, 2013 by Ordinance No. O-6-13)~~

Section 3: Required Signatures. All checks shall be manually or electronically signed by any two of the following: the Chairman, the Treasurer, the Finance Committee Chairman, the General Manager, or the Financial Administrator ~~or the Staff Attorney.~~

Section 4: Designation of Fund and Payee. For each check issued by the Commission, a record shall be kept which specifies the particular fund or appropriation to which it is chargeable and the person or other entity to whom it is payable.

Section 5: Credit Card Policy. It is the policy of the Commission to permit use of corporate credit cards by employees designated by the General Manager and approved by the Board of Commissioners for charging legitimate company expenses. Eligible employees are those who are or will be regularly incurring legitimate business expenses in which this procurement process is more efficient and expeditious. The Commission shall, from time to time, by Resolution adopt specific policies regulating the use of Commission credit cards (the "Credit Card Policy"). Employees made eligible to have and use Commission credit cards, as herein provided, shall first read the Commission's Credit Card Policy and then acknowledge that they have read and understand the Policy and will be bound by, and will adhere to, same. Said acknowledgement shall be evidenced by the eligible employee's

signature on the addendum attached to the Commission's Credit Card Policy. The eligible employee shall deliver the executed addendum to the Credit Card Administrator who shall be that person designated by the Commissioners in the Resolution adopting the Credit Card Policy.

## ARTICLE X

### BUDGET AND AUDIT

Section 1: Fiscal Year. The fiscal year of the Commission shall begin May 1 and shall end April 30 of the following year.

Section 2: Tentative Management Budget. In accordance with the Commission's obligations under any Bond Ordinances and/or the Water Purchase and Sale Contract ~~dated as of June 11, 1986~~ between the Commission and Charter Contract Customers (the "Customer Contract") ~~and the budget covenant contained in Ordinance No. O 1-87 entitled an Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Authorizing the Issuance and Sale of Water Revenue Bonds and Providing The Terms of and Security for Repayment (the "Revenue Bond Ordinance")~~, the General Manager and Administrative Staff shall prepare and submit to the Board of Commissioners and the Commission's Charter Contract Customers a tentative Management Budget not less than 60 days prior to the beginning of the fiscal year. The tentative Management Budget shall contain in reasonable detail an estimate of (i) revenues of the Waterworks System and any other funds to be deposited in the accounts of the Commission Water Fund (as defined in the Revenue Bond Ordinance), (ii) Fixed Costs (as defined in the Customer Contract) to be payable by each Charter Contract Customer in a stated aggregate dollar amount per month for each, and (iii) Operations and Maintenance Costs (as defined in the Customer Contract) in a stated price per 1000 gallons of water. The tentative Management Budget

shall include estimated amounts to be deposited in each month of the fiscal year into the Water Fund and each of the accounts thereof and the requirements, if any, for the amounts estimated to be expended from such accounts. The tentative Management Budget shall also set forth sufficient detail with respect to such revenues, other funds, Operation and Maintenance Costs and other expenditures and such deposits as shall be necessary or appropriate ~~so as~~ to comply with the Water Supply Contract entered into ~~as of the 19<sup>th</sup> day of March 1984~~ by and between the City of Chicago and the DuPage Water Commission, or any future water supply contract authorized by the Board of Commissioners. The Board of Commissioners shall hold at least one hearing on the tentative Management Budget ordinance prior to final action thereon, at which hearing the ~~Charter-Contract~~ Customers may be heard. The Commission shall give its ~~Charter-Contract~~ Customers not less than 21 days' notice of such hearing.

Section 3: Adoption of Management Budget. The Board of Commissioners shall approve and adopt the annual Management Budget on or before April 30 each year.

Section 4: Preliminary Combined Annual Budget and Appropriation Ordinance In Accordance with the Illinois Municipal Budget Law Act. The General Manager and Administrative Staff shall prepare and submit to the Board of Commissioners a preliminary Combined Annual Budget and Appropriation Ordinance before or within the first quarter of each fiscal year. The preliminary Combined Annual Budget and Appropriation Ordinance shall contain a statement of cash on hand at the beginning of the fiscal year, an estimate of cash expected to be received during such fiscal year from all sources, an estimate of expenditures contemplated for such fiscal year, and a statement of estimated cash expected to be on hand at the end of such year. The Board of Commissioners shall hold at least one public hearing on the preliminary Combined Annual Budget and Appropriation Ordinance



prior to final action thereon, in compliance with the Illinois Municipal Budget Law, 50 ILCS 330/1 *et seq.*

Section 5: Adoption of Combined Annual Budget and Appropriation Ordinance Pursuant to the Illinois Municipal Budget Law Act. The Board of Commissioners shall approve and adopt the Combined Annual Budget and Appropriation Ordinance on or before July 31 each year.

Section 6: Audit. The Board of Commissioners shall provide for an annual audit to be made by an independent certified public accountant in accordance with the Illinois Governmental Account Audit Act, 50 ILCS 310/0.01 *et seq.* The Commission's Finance Committee shall from time to time interview and recommend to the Board of Commissioners independent certified public accountants to perform the annual audit.

## ARTICLE XI

### CONDUCT OF THE COMMISSIONERS, OFFICERS AND EMPLOYEES OF THE COMMISSION

Section 1: Purpose. It is the purpose of the Commission to guarantee fair, efficient, and honest governance of the DuPage Water Commission and to ensure the integrity and objectivity of its Chairman, Commissioners, officers and employees. The fundamental principle underlying all policies of the Commission is that all activities of the Commission's officials, officers and employees must meet appropriate ethical and legal standards. While no one policy can comprehensively address all aspects of appropriate business behavior, the Commission believes that these goals may best be secured through adoption and incorporation of the provisions of Ordinance OFI-0013A-12 of the County of DuPage, commonly referred to as the County Ethics Ordinance (the "Ethics Ordinance"). By the adoption of the Ordinance approving these By-Laws, the Commission expressly adopts and incorporates the provisions in the Ethics Ordinance in the form attached hereto and

incorporated herein as Exhibit “B”. The version of the Ethics Ordinance incorporated herein is exactly the same as the ordinance enacted and approved by the County Board of DuPage County, Illinois, on August 27, 2013. In applying the Ethics Ordinance to the Commission, as the context may require, where the Chairman of the County Board is to act, the Chairman of the Water Commission, as the presiding officer of the Water Commission shall act, and where the County Board is to act, the Water Commission’s Board of Commissioners functioning as the corporate authorities of the Water Commission shall act. Provisions of the Ethics Ordinance which set forth the duties of elected officers, appointees, and employees of DuPage County, including any prohibitions applicable to them, shall apply to all officers, appointees and employees of the Water Commission.

Any amendment to County Ordinance No. OFI-0013A-12 which would apply to the conduct of the Commission’s Commissioners, officers and employees and which the Commission could lawfully adopt based upon its own lawful authority and which becomes effective after the effective date of the Commission Ordinance ~~No. O-7-13- amending and restating these Bylaws~~ shall be incorporated into these By-Laws by this reference as of the effective date of the County’s amendatory ordinance and Exhibit “B” attached hereto shall be deemed to be amended to conform with the content of the County’s ordinance amending Ordinance No. OFI-0013A-12 without further action of the Commission. ~~(amended on December 13, 2013 by Ordinance No. O-7-13)~~

Section 2: Conflict of Interest. In conformance with The Water Commission Act of 1985 (70 ILCS 3720/2), no Commissioner or employee of the Commission shall be interested directly or indirectly in any contract or job of work or materials, or the profits thereof, or services or services to be performed for or by the Commission. In addition to any other sanction which may be provided within these By-laws or any penalty otherwise

provided by law, said statute provides that a violation of the restriction set forth herein is a Class C misdemeanor. A conviction is cause for removal of a Commissioner from his/her office or a person from his/her employment.

## ARTICLE XII

### MISCELLANEOUS

Section 1: Conflict. In the event of any conflict between these By-laws and any other ordinance, resolution, rule, regulation or order of the Commission, these By-laws shall control.

Section 2: Amendment. In adopting these By-laws, the Board of Commissioners ~~of the DuPage Water Commission~~ recognizes that the organizational guidelines and rules herein set forth may require revision and adjustment as experience will dictate. Amendments may be proposed by any Commissioner. Any proposal to amend these By-laws shall be submitted in writing to each Commissioner for consideration at a regular Commission meeting. No such proposal shall be passed at the same meeting at which it is initially considered. Any amendment to these By-laws shall be effected by ordinance, which ordinance may take effect immediately upon its passage and approval as set forth in Section 7.b(vii) of Article VI, unless the terms of such ordinance provide otherwise.

Section 3: Suspension of the Rules. The Commission may, by a two-thirds majority vote of the Commissioners present, determine to suspend any of the Rules contained in Article VI through XII hereof; provided, however, that no such suspension shall be construed to suspend the Commission's obligations under applicable state statutes or the "Water Purchase and Sale Contract Between the DuPage Water Commission and Charter-Contract Customers" ~~dated approved in June 11, 1986~~2024.

## EXHIBIT A

### **DUPAGE WATER COMMISSION**

#### **CLOSED SESSION MINUTES AND VERBATIM RECORDS POLICY**

- I. BACKGROUND AND PURPOSE. The Open Meetings Act requires all public bodies to keep minutes of their meetings, whether opened or closed. With the adoption of amendments to Section 2.06 of that Act, 5 ILCS 120/2.06, public bodies also must maintain a verbatim record of all closed meetings in the form of an audio or video recording. This Policy sets forth specific procedures to ensure that the Board of Commissioners of the DuPage Water Commission—and all committees of the Board of Commissioners and other bodies of the Commission that are subject to the Open Meetings Act (“Subsidiary Bodies”)—comply with the requirements for closed sessions.
  
- II. CLOSED MEETING MINUTES. Minutes of a closed meeting shall comply with the same requirements applicable to minutes for an open meeting. They shall include, at a minimum, the date, time and place of the meeting; the members of the public body that are present and those that are absent; a summary of discussion on all matters proposed, deliberated or decided; and a record of any votes taken. The Open Meetings Act exemption or exemptions applicable to the closed session should be identified in the minutes of the closed session. Minutes of closed meetings shall not be released for public inspection to the extent that there is a need to preserve confidentiality of matters stated in those minutes.
  
- III. CLOSED MEETING VERBATIM RECORDS. A verbatim record of each closed meeting is required and shall be subject to the following requirements:
  - A. Recordings. Verbatim records shall be made by audio or video recording. Each recording shall be labeled with the name of the meeting body and the date, time and place of the meeting. A statement identifying each participant and the purposes for the closed meeting should be made at the beginning of the closed meeting.
  
  - B. Confidentiality. All verbatim records of closed meetings are hereby declared to be confidential and not subject to release except pursuant to this Policy or as required by law.
  
  - C. Duties of Clerk or Designee. The Clerk, or his or her designee, shall be responsible for creating the verbatim record. After a closed meeting, the verbatim record shall be delivered immediately to the Clerk for storage in a secure location within the DuPage Pumping Station. The Clerk shall be responsible for maintaining, storing and restricting access to all verbatim records.
  
  - D. Access to Verbatim Records. No individual, nor the Board of Commissioners, nor any Subsidiary Body shall have access to any verbatim record of any closed session unless approved by one of the following specific methods:

1. Individual Access. Unless otherwise required by law, no individual, including any member of the Board of Commissioners or any Subsidiary Body, shall have access to any verbatim record unless specifically approved by an affirmative majority vote of Board of Commissioners taken at an open meeting. An individual who is granted the right to access a verbatim record shall do so only at DuPage Pumping Station and in the presence of the Clerk or his or her designee. No verbatim record shall be copied or taken out of the DuPage Pumping Station except as specifically allowed in this Policy or as otherwise required by law.
  2. Subsidiary Body Review. A Subsidiary Body may access a verbatim record of one of its closed meetings only by an affirmative majority vote, taken at an open meeting, of all members of that Subsidiary Body then holding office. A Subsidiary Body shall review a verbatim record only at a duly noticed closed meeting of that Subsidiary Body.
  3. Board of Commissioners Review. The Board of Commissioners may access a verbatim record of one of its closed meetings or of a closed meeting of any Subsidiary Body only by an affirmative majority vote of the Board of Commissioners taken at an open meeting. The Board of Commissioners shall review a verbatim record only at a duly noticed closed meeting of the Board.
  4. Clerk. The Clerk shall have access at all times to all verbatim records for purpose of ensuring their proper care and protection. The Clerk may review a verbatim record, however, only if authorized to do so by an affirmative majority vote of the Board of Commissioners taken at an open meeting.
  5. Court. If the Commission is directed by a court order issued in accordance with Section 2.06 of the Open Meetings Act, 5 ILCS 120/2.06, to deliver a verbatim record, then the Clerk or his or her designee shall deliver the relevant verbatim record to the court, after that record has been reviewed by the Commission's General Counsel or ~~staff attorney~~.
- E. Verbatim Record Not Official Record. A verbatim record shall not be part of the official public record of any meeting. Rather, the approved minutes are to be deemed the official record of the meeting.
- F. Notification of Destruction of Verbatim Record. On a regular basis, the Clerk shall provide a written notice listing all verbatim records that are scheduled for destruction (the "Notice of Destruction"). The Notice shall be in a form substantially the same as the form attached as Exhibit 1 to this Policy. The Notice shall be given to (1) the members of the Board of Commissioners, (2) the members of the Subsidiary Body (if the verbatim record was created at a closed meeting of that Subsidiary Body), (3) the

General Manager, and (4) the Commission's General Counsel ~~or staff attorney~~. The Notice shall include a copy of the approved minutes for each verbatim record scheduled for destruction.

G. Objection to Destruction.

1. Deadline for Objection. A written objection to the destruction of a verbatim record shall be filed with the Clerk within seven days after the date of a Notice of Destruction, or at least three days before the destruction date set forth in that Notice, whichever is later.
2. Who May Object: The Chairman or any Commissioner may object to the destruction of any verbatim record of a closed session of the Board of Commissioners or of any Subsidiary Body. A member of a Subsidiary Body may object to destruction of a verbatim record only of a closed session of that Subsidiary Body.

H. Destruction of Verbatim Record if No Objection. Unless a timely written objection to the destruction of a verbatim record is filed with the Clerk in accordance with Section III.G of this Policy, the Clerk shall erase or otherwise destroy each verbatim record listed in the Notice of Destruction on the date set forth in the Notice. No verbatim record shall be erased or otherwise destroyed unless the Clerk certifies that (1) the verbatim record was created at a closed meeting that was concluded at least 18 months prior to the date of destruction and (2) there exists approved minutes of that closed meeting.

I. Procedure When Objection. The following procedure shall apply when a timely objection to destruction is received by the Clerk:

1. Notice of Objection. The Clerk shall promptly send notice of the objection to all parties who received the Notice of Destruction.
2. Deliberation on Objection. At a closed session of the Board of Commissioners or Subsidiary Body scheduled promptly after receipt of an objection, the Board of Commissioners or Subsidiary Body shall determine whether destruction of the verbatim record should be delayed. That decision shall require the vote set forth in the next Section III.I.3 of this Policy. If the required vote to delay destruction is not obtained, then the verbatim record shall be destroyed immediately by the Clerk in accordance with Section III.H of this Policy; provided, however, that no verbatim record of a Subsidiary Body shall be destroyed if either the Subsidiary Body or the Board of Commissioners votes to delay its destruction.
3. Required Vote to Delay Destruction. The destruction of a verbatim record shall be delayed only if: (i) the Board of Commissioners, by an affirmative majority vote, or (ii) the Subsidiary Body, by an

affirmative vote of three-fourths of the members of the Subsidiary Body then holding office, authorizes delay of that destruction.

- J. Procedure When Destruction Delayed. If the destruction of a verbatim record has been delayed pursuant to Section III.I of this Policy, then the Board of Commissioners and/or the Subsidiary Body, if any, that voted to delay destruction shall review the verbatim record in closed session. After that review, the reviewing body shall determine either: (1) that the verbatim record should be destroyed, or (2) that the verbatim record may be released pursuant to Section IV of this Policy, or (3) that the destruction of the verbatim record ought to be delayed to a date certain.

No verbatim record shall be destroyed if the Board of Commissioners or the Subsidiary Body, if any, determines that destruction should be delayed or released pursuant to Section IV of this Policy.

If destruction of a verbatim record is delayed to a date certain, then the Clerk shall provide a new Notice of Destruction for that verbatim record in accordance with Section III.F of this Policy.

IV. Review and Release of Closed Meeting Minutes and Verbatim Records.

- A. Review of Minutes. Not less than twice each year, the Board of Commissioners and each Subsidiary Body shall review its closed meeting minutes to determine if they are eligible for release to the public. In its review, the Board of Commissioners or Subsidiary Body shall determine if the minutes contain information that continues to require confidential treatment. Only portions of written minutes that no longer require confidential treatment shall be released. Written minutes shall not be released unless approved by an affirmative majority vote of the Board of Commissioners or Subsidiary Body taken in public session.
- B. Review of Verbatim Records. Pursuant to Section III.B of this Policy, verbatim records always are *per se* confidential. The Board of Commissioners or the relevant Subsidiary Body may undertake a review of a verbatim record, but only in accordance with Section III.D of this Policy. After review of the verbatim record, the Board of Commissioners or the Subsidiary Body shall require that the verbatim record remain confidential unless, after reviewing the verbatim record in its entirety, the verbatim record is approved for release by an affirmative majority vote of the Board of Commissioners or, for a verbatim record of a Subsidiary Body, by an affirmative vote of three-fourths of the members of that Subsidiary Body then holding office. All such votes shall be taken in open session. (Last amended on October 12, 2006 by Ordinance No. O-11-06).

**EXHIBIT 1**

**NOTICE OF PENDING DESTRUCTION OF VERBATIM RECORDS**

***[DATE]***

To: Board of Commissioners  
*[Relevant Subsidiary Body]*  
General Manager  
General Counsel ~~or Staff Attorney~~

Subject: Notice of Impending Destruction of Verbatim Records

***CONFIDENTIAL/PRIVILEGED***

As required by the Illinois Open Meetings Act, the Office of the Clerk has been charged with the safekeeping of all verbatim records of all closed meetings of the Board of Commissioners and other bodies of the Commission subject to the Illinois Open Meetings Act.

Pursuant to the Open Meetings Act and to the "Closed Session Minutes and Verbatim Records Policy" of the Commission (the "Policy"), the confidential verbatim records listed below are eligible for destruction.

<u>Public Body</u>	<u>Date of Meeting</u>	<u>Proposed Destruction Date</u>

I hereby certify that (1) the relevant public bodies have previously approved written minutes of the closed meetings to which the verbatim records listed in this Notice were prepared and that those minutes are attached, and (2) the closed meetings to which the verbatim records listed in this Notice relate were concluded at least 18 months prior to the Proposed Destruction Date for those verbatim records.

The Office of the Clerk shall destroy the verbatim records listed in this Notice in accordance with the Policy, unless a written objection is filed with the Office of the Clerk within seven days after the date of this notice or not less than three days prior to the Proposed Destruction Date set forth above, whichever is later.

\_\_\_\_\_  
Clerk





**Resolution #:** R-3-24

**Account:** 01-60-629000, \$70,206

**Approvals:** *Author / Manager / Finance / Admin*

**DC RCB CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 1/11/2024

**Description:** **A Resolution Suspending the Purchasing Procedures and Authorizing the Execution of a Consulting Agreement with ITSavvy LLC for IT Network Managed Services**

**Agenda Section:** Administration Committee

**Originating Department:** Administration

---

Resolution No. R-3-24 would approve a Consulting and Network Management Service Agreement with ITSavvy LLC for Information Technology (IT) Managed and Consulting Services in connection with the Commission Servers, Firewall, Switches, SAN, Backup System & Cloud Storage, Wireless Network, Cyber Security, and other IT projects that may arise.

The Commission relies heavily on technology to operate in the most efficient manner. The Commission's Information Technology needs continue to grow, and with increasing current cyber security concerns, it is imperative to have subject matter experts and additional resources available to assist staff. The Commission has utilized IT consulting services to provide both remote monitoring and on-call service to allow the Commission to continue operating at the highest level of efficiency and security.

The Commission has maintained a consulting agreement with IT Savvy LLC for the past seven years. Commission staff periodically meet with other vendors that offer similar support and feel that ITSavvy LLC is providing a valuable service that matches or exceeds other vendors in the market. ITSavvy has performed well in supporting our IT Department in the maintenance and advancement of the network environment, and staff believes there is value in maintaining continuity in this service.

Therefore, staff recommends the renewal of ITSavvy's managed services for an additional year and the execution of a one-year agreement with IT Savvy LLC in the amount of \$5,850.50 per month or \$70,206.00 annually for Consulting and Network Management Services. The proposed FYE 2025 Budget includes \$75K for this purpose.

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**Recommended Motion:**

To Adopt Resolution R-3-24

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**RESOLUTION NO. R-3-24**

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**A RESOLUTION SUSPENDING THE PURCHASING PROCEDURES  
AND AUTHORIZING THE EXECUTION OF A CONSULTING AGREEMENT  
WITH ITSAVVY, LLC. FOR CONSULTING SERVICES**

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 Commission desires to obtain monthly management services and from time to time additional IT project work, and ITsavvy, LLC, an Illinois limited Liability Corporation (“Consultant”), desires to provide monthly IT management services and from time to time additional IT project work in connection with the Commission’s information technology systems; and

WHEREAS, the Commission and Consultant desire to enter into a consulting agreement setting forth the terms and conditions pursuant to which the Commission will obtain monthly management services and from time to time additional IT project work, and the Consultant will provide monthly management services and from time to time additional IT project work to be approved by the Commission and Consultant; and

WHEREAS, the Commission further desires to obtain under the consulting agreement, and Consultant further desires to provide under the consulting agreement, consulting services in connection with information technology systems;

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: An Agreement between the DuPage Water Commission and ITSavvy, LLC. for Cyber Security and Consulting Services, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and it hereby is approved. The General Manager shall be and hereby is authorized and directed to execute the Agreement in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Agreement shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Agreement by ITSavvy, LLC.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
James Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

Board/Resolutions/2024/R-3-24.docx

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EXHIBIT 1

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# savvyGuard Renewal Contract

Managed Services Renewal – 12 month Contract

**Presented to**

DuPage Water Commission  
Sanghyo Kim  
Network Administrator  
kim@dpwc.org  
630.834.0100

**Presented by**

ITsavvy  
Jim Mundall  
Senior Client Executive  
jmundall@ITSavvy.com  
630.396.6311

**Date**

January 4, 2024

**Proposal #**

107677

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## Confidentiality Statement

The information contained in this document is for the exclusive use of the client specified above and may contain confidential, privileged and non-disclosable information. If the recipient of this report is not the client or addressee, such recipient is strictly prohibited from reading, photocopying, distributing or otherwise using this report or its contents in any way.

# Executive Summary

Information Technology is a crucial part of any business. DuPage Water Commission understands the challenges of monitoring and maintaining important IT infrastructure equipment. Keeping this infrastructure online, up to date and secure is critical to a continuous and efficient flow of processes.

ITSavvy is proposing renewing DuPage Water Commission savvyGuard contract for 12 months, a flexible Managed Services offering to address the operational, and technological challenges of keeping its end users supported and updated. Moving these challenges to ITSavvy will ensure efficient device management and 100% availability. Partnering with ITSavvy significantly reduces the amount of time it takes from initial investigation of a problem to a resolution.

ITSavvy is a highly reliable Managed Services Provider that puts your infrastructure under expert care. ITSavvy's team of certified engineers monitor your network 24/7/365. Our Network Operations Center (NOC) leverages industry leading technology and expertise and provides several valuable benefits:

- Elimination of mundane support tasks freeing up resources to focus on higher-valued tasks
- Enhanced end user experience through reliable and comprehensive Help Desk Services
- Scalability and flexibility to meet future demands
- 24/7/365 availability
- Predictable monthly costs



# Solution Overview

ITSavvy recommends the following solution to provide the desired level of services:

- savvyGuard NOC Managing and Monitoring Services

## Monitored Devices

This proposal is based on information obtained from devices being presently managed and monitored.

savvyGuard NOC Services providing Network Monitoring & Remediation for the following:

- 1 x savvyGuard NOC Act Remote Monitor/Manage - Backup Application - Up to 5 Targets
- 45 x savvyGuard NOC Act Remote Monitor/Manage – Desktop
- 4 x savvyGuard NOC Act Remote Monitor/Manage - Storage - Each Controller
- 12 x savvyGuard NOC Act Remote Monitor/Manage – Server
- 5 x savvyGuard NOC Act Remote Monitor/Manage - Closet Based Switch
- 3 x savvyGuard NOC Act Remote/Manage - Virtual Host
- 16 x savvyGuard NOC Act Remote Monitor/Manage - Wireless Access Point
- 2 x savvyGuard NOC Act Remote Monitor/Manage – Firewall
- 2 x the Internet Link Monitoring Plus ISP Vendor Escalation
- 45 x 3rd Party Application Updates Per Desktop
- 1 x Administrative Fee

## savvyGuard Managed NOC Services

For monitoring, management and support of your organization’s most critical assets, ITSavvy proposes to implement savvyGuard NOC Act 24x7 managed services for a term of 36 months.

savvyGuard NOC services provide continuous infrastructure monitoring using the most powerful Professional Services and Automation (PSA) and Remote Monitoring and Management (RMM) tools in the industry. savvyGuard’s NOC Act provides full off-site managed services for round-the-clock monitoring and management of a client’s infrastructure. Our in-house, New York-based, vendor-certified technical support team will troubleshoot, remediate and report all issues and events, 24x7x365. savvyGuard’s NOC personnel review incoming alerts and log files to quickly identify an issue and remediate a problem. If resolution is not



possible, the problem will automatically be deployed to the Tier 3 support or ISP vendor for resolution. No action will be required on the client's part.

#### Solution Benefits

- Predictable Low Cost
- Scalability
- 24/7 Support
- Preventative, proactive approach to prevent common issues
- Proven Experts acting as partners for in-house IT team
- Minimized downtime with reduced impact from service interruptions

#### Business Value Gained

- Reduced Costs
- Reliable Budget
- Scalable and Flexible Platform
- Peace of Mind

#### Integration Dependencies

The following assumptions are to ensure optimal supportability of the IT environment

- All IT infrastructure to be under manufacturer support
- End-of-Life devices not part of the coverage and fall under "Best Effort" support only
- Windows Desktops are running the supported Operating Systems (currently Windows 10/11)
- Onsite support is NOT part of this proposal and subject to further discussion about potential staff augmentation services

#### Additional Considerations

- Backup Management is based on existing platform; Does not include restore testing.
- Mobile Device assistance is not included in proposal.

### Client Engagement Team

Client Executive (CE) – Manages the overall business relationship with the client, guides and manages the sales process of recommended solutions or product purchases to close and acts as the primary liaison between the client and ITsavvy. Works closely with the account's Client Technology Manager and Operations Management to ensure that technology management program is being followed, support



engagements are being performed properly and on time and that client satisfaction is being met or exceeded. Attends Quarterly Business Reviews with the Client Technology Manager to facilitate client communications and strengthen business relationships.

**vCIO** – Serves as the client’s virtual IT Director. Responsible for the supervision, management, and advisement of all technology at the client account. Matches business requirements to proper technologies, ensures that the client’s network is continually supportable, secure, properly sized and designed. Works closely with the Client Executive to ensure proper client communications, executes Monthly Systems Assessments and Quarterly Business Reviews. Assigned as the primary technical resource to the managed services account. Serves as subject matter expert on client’s networking, client/server and application environments. Performs or oversees required network administration. Serves as lead engineer on all implementation projects at assigned accounts. Works closely with the CE to ensure that the client’s annual technology plan is executed and solutions are properly assessed, designed and implemented.

# Project Management Plan

In addition to the proposed technical solutions, ITsavvy provides detailed project management services with all client engagement activities. Project management activities will include a pro-active communications plan, a dedicated Project Manager to manage and monitor the schedule and resources, and a single point of contact for all project related activities.

## Project Initiation and Planning

Prior to the project execution, the Project Manager will work with the client to determine and document the following:

- Requirements and activities related to project execution. These will be documented and reviewed with the client to validate the scope and assign tasks to the client and vendor resources.
- Risks related to the project and resources. A risk action plan will be developed which will include probability, potential impact to project activities, and a mitigation strategy to address all risks that come to fruition during project execution.
- Project Work Breakdown Schedule of activities based on the client's requirements and resource availability.

## Project Execution

- Project execution will commence according to the project schedule and when all prerequisite activities and/or resources are identified and in place.
- System testing will occur as part of the project execution activities and will serve as a baseline for determining additional project activities and/or project closure.

## Project Monitoring and Control

Project monitoring will occur throughout the duration of the project, and the Project Manager will take the required action on the following items when/if they occur:

- Project delays – will be addressed with the client and assigned resources to determine the best course of action (i.e., schedule re-evaluation, resource additions, and critical path evaluation)
- Project scope control – project scope creep will be addressed with the project sponsor and a resolution will be determined to avoid schedule delays and cost overages.

## Project Closure

- Project closure will occur when all tasks and activities have been completed to the satisfaction of the client.
- Documented client acceptance of the project will be required in the form of a signed Project Acceptance and Closure document to be delivered to the client by the Project Manager upon completion.

# Investment Summary

Quote # 3679493

## savvyGuard Renewal Contract (12 months)

### 1. Recurring Investment (see attached quote)

- 1 x savvyGuard NOC Act Remote Monitor/Manage - Backup Application - Up to 5 Targets
- 45 x savvyGuard NOC Act Remote Monitor/Manage – Desktop
- 4 x savvyGuard NOC Act Remote Monitor/Manage - Storage - Each Controller
- 12 x savvyGuard NOC Act Remote Monitor/Manage – Server
- 5 x savvyGuard NOC Act Remote Monitor/Manage - Closet Based Switch
- 3 x savvyGuard NOC Act Remote/Manage - Virtual Host
- 16 x savvyGuard NOC Act Remote Monitor/Manage - Wireless Access Point
- 2 x savvyGuard NOC Act Remote Monitor/Manage – Firewall
- 2 x the Internet Link Monitoring Plus ISP Vendor Escalation
- 45 x 3rd Party Application Updates Per Desktop
- 1 x Administrative Fee

<b>Total Recurring Investment</b>	<b>\$ 5,850.50</b>
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### 2. Onboarding Services Investment

Existing Client

<b>Total Services Investment</b>	<b>\$0.00</b>
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#### Notes:

- \*Contract term is for 12 months.
- \*3rd party updates are included AS LONG AS IT'S A KNOWN APPLICATION.
- \*This proposal along with the ITsavvy Master Services Agreement and Statement of Managed Services constitute an agreement between the parties.



# Proposal Acceptance

This proposal and all of its content has been agreed to by the following representatives:

## DuPage Water Commission

## ITsavvy

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Thank you

1.855.ITsavvy | [ITsavvy.com](http://ITsavvy.com) | [info@ITsavvy.com](mailto:info@ITsavvy.com)





# Appendices

## savvyGuard Client Testimonials

"When I have an IT problem, it means someone in my company can't work, and I'm losing money. ITsavvy makes my problems a priority. ITsavvy understands my needs and has been a long standing partner"

**IT Manager, Wine Manufacturing Company**

"Knowing that you are on the end of the phone makes my job a lot easier. Having I.T. support and assistance with ITsavvy gives me not just one person, but a whole technical department without the cost. The advice you have given to us on new equipment, servers and technology to help make our office run smoothly has always been exemplary."

**IT Director, Healthcare Company**

"ITsavvy addresses all our needs for hardware purchasing, installation, and support. They've gone above and beyond with help desk support, and they maintain engagement—taking on special projects and making informed recommendations."

**Chief Operating Office & Vice-President, Entertainment Company**

## savvyGuard Client References

*Available by request.*

## ITsavvy General Managed Helpdesk SLA

### SUPPORT/SERVICE REQUESTS.

To submit a service request, the Client can contact ITsavvy support via email at [servicedesk@ITsavvy.com](mailto:servicedesk@ITsavvy.com), by calling the Helpdesk using their assigned phone number if provided or using the installed desktop icon.

Each service request will be assigned a ticket number for tracking (T20XX.XXXX.XXXX). ITsavvy shall respond to each ticket, according to such procedures it may establish from time to time and according to the response periods set forth below and will provide the support as described in the Signed Proposal.

If during the ITsavvy escalation efforts, a third-party involvement is required, ITsavvy’s escalation matrix, no longer applies to that ticket. If a vendor/third party provides support services in addition to those provided by ITsavvy, ITsavvy will adhere to that third parties’ escalation matrix. All covered support services provided by ITsavvy and/or third party, shall be “Support Services.” All Support Services provided by ITsavvy and/or third party, during ITsavvy’s published regular service hours are included in the listed monthly charges.

Support Services provided outside the regular service hours (or on weekend or public holidays), or outside listed monthly charges, constitute Additional Services. If Client requests on-site Support Services, Client must provide ITsavvy access to Client’s facility and equipment and ensure that a representative of the Client is always available during which the Support Services are being provided. In the event Client requests on-site Support Services during normal business hours and no problem is found or reproduced, such Support Services also shall be deemed Additional Services, and Client shall pay ITsavvy for such Additional Services.

### ITsavvy – Support and Response Times (subject to change)

Priority	DESCRIPTION	Response time (in business hours)
CRITICAL	COMPANY, BRANCH, VIP USER IS UNABLE TO PERFORM ANY FUNCTION (Internet outage, terminations, firewall failure, server failure)	Within 1 hours
HIGH	LOSS OF FUNCTIONALITY FOR CORE BUSINESS SYSTEMS/APPLICATION, NO WORK AROUND AVAILABLE (Multiple user outage)	Within 4 hours
MEDIUM	DEGRADATION OF SERVICE FOR BUSINESS APPLICATIONS WITH NO WORK AROUND AVAILABLE (Single user outage, password resets)	Within 8 hours
LOW	NON-CRITICAL SERVICE REQUESTS (Change order, new user creation, software updates)	Within 16 hours
EXTENDED	UPDATES, NEW DEVICE SETUPS, SECURITY AUDIT NON-VENDOR SUPPORTED CONFIGURATIONS. END OF LIFE, END OF SUPPORT DEVICES AND SOFTWARE	TBD



Support Tier for Helpdesk	Description
Onboarding Phase	Once a support contract has begun, an onboarding activity will need to be scheduled as needed for the services being provided, full support services might not be available until this has been completed and documented. During this phase we will provide support based on the information available to us.
First response	All support incidents begin with an initial response, where a trouble ticket is created, and the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated. Communication with user begins at this time.
First escalation	All support incidents that cannot be resolved with First Response are escalated to an escalation team. This team will determine next steps including vendor support, senior engineering.
Final escalation	Team based, peer review of the escalation. Engaging leadership team and/or partners where necessary.

**VIP users: List those users which will be considered VIP**

VIP User	Contact Information/Title

**Support Information for Solution Providers (if any)**

Solution Provider	Contact Information



IT PRODUCTS TECHNOLOGY SOLUTIONS PEACE OF MIND®

ITsavvy LLC  
 2015 Spring Road, Suite 300  
 Oak Brook, IL 60523  
 www.ITsavvy.com

Quote Details	
Quote #:	3679493
Date:	01/04/2024
Payment Method:	Net 30 Days
Client PO#:	
Cost Center:	
Shipping Method:	Ground

# Quote

**Bill To:**  
 ACCT #: 550938  
 DuPage Water Commission  
 Accounts Payable  
 600 East Butterfield Road  
 Elmhurst, IL 60126  
 United States  
 630-516-1918

**Ship To:**  
 DuPage Water Commission  
 Sanghyo Kim  
 600 E Butterfield Rd  
 Elmhurst, IL 60126-4642  
 United States  
 630-834-0100

**Client Contact:**  
 Sanghyo Kim  
 (P) 630-834-0100  
 kim@dpwc.org

**Client Executive:**  
 Jim Mundall  
 (P) 630.396.6311  
 (F) 630.396.6322  
 jmundall@ITsavvy.com

**Description:** savvyGuard Renewal Contract - 12 months

Item Description	Part #	Tax	Qty	Unit Price	Total
<b>Monthly Charges</b>					
1 savvyGuard NOC Act Remote Monitor/Manage Backup Application - Up to 5 Targets	NOC-ACT-BU	Y	1	\$75.00	\$75.00
2 savvyGuard NOC Act Remote Monitor/Manage Desktop	NOC-ACT-DT	Y	45	\$25.00	\$1,125.00
3 savvyGuard NOC Act Remote Monitor/Manage Storage - Each Controller	NOC-ACT-SAN	Y	4	\$269.00	\$1,076.00
4 savvyGuard NOC Act Remote Monitor/Manage Server	NOC-ACT-SVR	Y	12	\$115.00	\$1,380.00
5 savvyGuard NOC Act Remote Monitor/Manage Closet Based Switch	NOC-ACT-SW	Y	5	\$65.15	\$325.75
6 savvyGuard NOC Act Remote/Manage Virtual Host	NOC-ACT-VHOST	Y	3	\$150.00	\$450.00
7 savvyGuard NOC Act Remote Monitor/Manage Wireless Access Point	NOC-ACT-WAP	Y	16	\$10.00	\$160.00
8 savvyGuard NOC Act Remote Monitor/Manage Closet Based Firewall	NOC-ACT-FW	Y	2	\$82.50	\$165.00
9 savvyGuard Administrative Fee.	HD-TKT-DSTR	Y	1	\$1,093.75	\$1,093.75
Program Management Fee, ticket reports, QBR, etc.					
10 savvyGuard NOC Act Remote Monitor/Manage 3rd Party Application Updates Per Desktop	NOC-ACT-APDT	Y	45	\$0.00	\$0.00
<b>Subtotal Monthly Charges</b>					<b>\$5,850.50</b>

Tax: Exempt

## Notes From Your Client Executive

3rd party updates are included AS LONG AS IT'S A KNOWN APPLICATION.

ITsavvy is always looking to deliver the lowest cost possible to our clients. This results in fluctuating prices that you will find are lower more often than not. However, prices are subject to increases without notice in the event of a manufacturer or distributor price increase. Available inventory is subject to change without notice. This document is a quotation only and is not an order or offer to sell.

We do accept credit cards for payment. However, if the credit card is provided after the order has been invoiced there will be a charge of 3% of the total purchase.

Unless specifically listed above, these prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material.

ITsavvy's General Terms and Conditions of Sale, which can be found at [www.ITsavvy.com/termsandconditions](http://www.ITsavvy.com/termsandconditions), shall apply to and are incorporated into all agreements with Client, including all Orders.

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Resolution #:** R-8-24

**Account:** N/A

**Approvals:** Author / Manager / Finance / Admin

**PDM - CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 1/8/2024

**Description:** Recommendation to Approve Water Purchase and Sale Contract between the DuPage Water Commission and Contract Customers, for Term Ending February 24, 2064

**Agenda Section:** Administration Committee

**Originating Department:** Administration

The DWC/Customer Water Contract with original Charter Customers and all Subsequent Customers will expire on February 24, 2024. The DWC has been working diligently to advance the water contract extension for several years, including convening a steering committee of customer representatives, and holding several communication events to coordinate the necessary activities.

This process is now concluding as prescribed by Section 16 of the current DWC/Customer contract; all 27 municipal customers have processed resolutions approving the new contract, and the three non-municipal entities have approved the contract through their governance process as well. DWC approval will now formalize full approval of the Water Purchase and Sale agreement for the 30 Contract Customers for a period of 40 years, ending on February 24, 2064.

*General Managers Note: Approval of this contract represents an important moment in which the DuPage Water Commission documents our commitment to continue the critical water service to DuPage County communities which was first orchestrated over 40 years ago. As we continue this endeavor for the next 40-year term, I wish to personally thank all those who were instrumental in coordinating the rather complex activities necessary to manage the contract extension process, especially Commission staff, legal counsel, and members of the steering committee; as well as those members of the current and former boards which have ensured that our primary mission remains at the forefront of all DWC activities; the continual supply of safe, affordable, and reliable Lake Michigan Drinking Water.*

### Recommended Motion:

Approve Resolution R-8-24; Water Purchase and Sale Contract between the DuPage Water Commission and Contract Customers, for a term ending February 24, 2064.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-8-24**

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A RESOLUTION APPROVING A WATER PURCHASE AND SALE CONTRACT WITH CONTRACT CUSTOMERS  
FOR A TERM EXPIRING ON FEBRUARY 24, 2064

WHEREAS, the DuPage Water Commission (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 Commission previously entered into an agreement with Charter Customers whereby the Commission sells and the customers purchase water from the Commission (the “Charter Customer Agreement”), and subsequently entered into agreements with Subsequent Customers for the sale and purchase of water (the “Subsequent Customer Agreements”) (the Charter Customers and Subsequent Customers are collectively referred to as the “Current Customers”)

WHEREAS, the Commission and Current Customers desire and intend to enter into a new Water Purchase and Sale Contract Between The DuPage Water Commission and Contract Customers for a term expiring on February 24, 2064 (the “New Contract”) (attached hereto as Exhibit 1 and incorporated as if fully set forth herein) whereby the Commission will supply water to the customers according to the terms and conditions of the New Contract negotiated between them; and

WHEREAS, each of the Current Customers has approved the New Contract;

WHEREAS, the Commission deems it to be in the best interests of the Commission to approve and enter into the New Contract.

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 Water Purchase and Sale Contract Between The DuPage Water Commission and Contract Customers attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, shall be and hereby is approved and ratified. The Chairman is authorized to execute the New Contract on behalf of the Commission.



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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
James Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk  
Board/Resolutions/2024/R-8-24docx

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EXHIBIT 1

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DU PAGE WATER COMMISSION  
Counties of DuPage, Cook, Kane and Will, Illinois

WATER PURCHASE AND SALE CONTRACT

Between

The DuPage Water Commission

and

Contract Customers

DuPAGE WATER COMMISSION  
COUNTIES OF DuPAGE, COOK, KANE AND WILL ILLINOIS

AND

VILLAGE OF ADDISON  
VILLAGE OF BARTLETT  
VILLAGE OF BENSENVILLE  
VILLAGE OF BLOOMINGDALE  
VILLAGE OF CAROL STREAM  
VILLAGE OF CLARENDON HILLS  
CITY OF DARIEN  
VILLAGE OF DOWNERS GROVE  
COUNTY OF DUPAGE  
CITY OF ELMHURST  
VILLAGE OF GLENDALE HEIGHTS  
VILLAGE OF GLEN ELLYN  
VILLAGE OF HINSDALE  
VILLAGE OF ITASCA  
VILLAGE OF LISLE  
VILLAGE OF LOMBARD  
CITY OF NAPERVILLE  
VILLAGE OF OAK BROOK  
CITY OF OAKBROOK TERRACE  
VILLAGE OF ROSELLE  
VILLAGE OF VILLA PARK  
VILLAGE OF WESTMONT  
CITY OF WHEATON  
VILLAGE OF WILLOWBROOK  
VILLAGE OF WINFIELD  
CITY OF WOOD DALE  
VILLAGE OF WOODRIDGE  
ILLINOIS-AMERICAN WATER COMPANY  
ARGONNE NATIONAL LABORATORY  
AQUA ILLINOIS

WATER PURCHASE AND SALE CONTRACT  
DATED AS OF \_\_\_\_\_, \_\_\_\_\_

# WATER PURCHASE AND SALE CONTRACT

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## SIGNATURES

### EXHIBIT 1 Map

DuPAGE WATER COMMISSION  
COUNTIES OF DuPAGE, COOK, KANE AND WILL, ILLINOIS  
WATER PURCHASE AND SALE CONTRACT

This Water Purchase and Sale Contract, dated as of XX, by and between the DuPage Water Commission, Counties of DuPage, Cook and Will, 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 "Acts"), and each of the following units of local government and private water providers in the State of Illinois:

Unit of Local Government

Village of Addison	Village of Lisle
Village of Bartlett	Village of Lombard
Village of Bensenville	City of Naperville
Village of Bloomingdale	Village of Oak Brook
Village of Carol Stream	City of Oakbrook Terrace
Village of Clarendon Hills	Village of Roselle
City of Darien	Village of Villa Park
Village of Downers Grove	Village of Westmont
County of DuPage	City of Wheaton
City of Elmhurst	Village of Willowbrook
Village of Glendale Heights	Village of Winfield
Village of Glen Ellyn	City of Wood Dale
Village of Hinsdale	Village of Woodridge
Village of Itasca	

Others

Illinois-American Water Company  
Argonne National Laboratory  
Aqua Illinois

WITNESSETH:

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

WHEREAS, the aforementioned units of local government (the "Contract Customers" as hereafter defined) have each executed counterparts of this Contract and are authorized under the Acts to receive potable water from Lake Michigan ("Lake Water" as hereafter defined) through the instrumentality of the Commission and, by executing this Contract are enabling the Commission to construct and complete its waterworks system (the "Waterworks System" as hereafter defined); and



WHEREAS, the Contract Customers each have a waterworks system (a “Unit System” as hereafter defined) and have each received or may properly petition to receive from the State of Illinois Department of Natural Resources, Office of Water Resources, a “Water Allocation” as hereafter defined; and

WHEREAS, the Commission has entered into a contract to purchase Lake Water sufficient to meet the water supply needs of the Commission and the Contract Customers and others (the “Water Supply Contract” as hereafter defined); and

WHEREAS, the Commission proposes to issue and sell its “Bonds” as hereafter defined from time to time during the term of this Contract in sufficient amounts for the payment of: “Cost of the Project” as hereafter defined; and

WHEREAS, the Bonds will be issued from time to time by the Commission pursuant to a “Bond Resolution” as hereafter defined; and

WHEREAS, pursuant to the Acts, Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, as amended, and the Public Utilities Act, 220 ILCS 5/1 *et seq.*, as amended, the Commission and its Customers are authorized to enter into this Contract; and

WHEREAS, by the execution of this Contract, its Customers are surrendering none of their respective rights to the ownership and operation of their respective Unit Systems, except as expressly limited to this Contract, nor is the Commission surrendering any of its rights to the ownership and operation of its Waterworks System, but all expressly assert their continued right to operate such systems; and

WHEREAS, it is known to its Customers that the Commission may use this Contract as the basis for obtaining loans from time to time to be evidenced by the issuance of the Bonds and for payment of the principal of and premium, if any, and interest on the Bonds and as the means for the payment of its maintenance and operating expenses; and for the establishment and maintenance of accounts and reserves for such purposes as may be required in the Bond Resolution authorizing issuance of Bonds or authorized by applicable statutes; and

WHEREAS, its Customers recognize that the Commission may in the future enter into contracts with other “Subsequent Customers” as hereafter defined and other customers as may be served from time to time who have Water Allocations; and

WHEREAS, the Commission, in Article VI, Section 7.b of its By-Laws, requires a greater than majority vote containing a certain composition of Commissioners to validate certain motions, resolutions or ordinances; and the Contract Customers enter into this Contract in reliance upon the continuation of procedural rules of the Commission as set forth in said Article VI, Section 7.b which grant this vote and composition; and

WHEREAS, this Contract also contains certain requirements for the nature and composition of the vote of the Commission required to effectuate certain actions relating to the contractual rights of the Contract Customers herein; and such Contract Customers execute this Contract in reliance upon the continuation of such requirements for the term of this Contract; and

WHEREAS, the Contract Customers have entered into this Contract in reliance upon Section 2 (j) of the Water Commission Act of 1985 which provides that units of local government may enter into contracts for the supply of Lake Water with the Commission in contemplation of and reliance upon the pledge of the State of Illinois that no subsequent legislation would impair or limit the power or ability of a County Water Commission or a unit of local government fully to carry out the terms of any contract for the supply of Lake Water; and, in particular, the rights of the Contract Customers and the obligations of the Commission under this Contract are intended by the Contract Customers and acknowledged by the Commission to be subject to such pledge and agreement of the State of Illinois;

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

The preambles hereto are hereby incorporated herein by reference, as if set out in full. Section numbers and captions are for reference and convenience only and do not expand or limit the meaning as contained in the text of this Contract. A definition in the singular may be used in the plural, and vice-versa.

**Section 1. Definitions.** The following words and phrases shall have the following meanings when used in this Contract, unless the context clearly indicates a different meaning is intended.

“Aggregate Costs” means Operation and Maintenance Costs, Fixed Costs and Underconsumption Costs, collectively, as herein defined.

“Bonds” means all of the Commission’s obligations which 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 revenue obligations issued to refund other such obligations.

“Bond Resolution” means the Commission’s bond resolution or bond resolutions or bond ordinance or bond ordinances under which the Commission will authorize the issuance of and issue Bonds.

“Charter Customers” means the units of local government that executed the original contract between the Commission and its customers dated June 11, 1986.

“Commission” means the DuPage Water Commission, Counties of DuPage, Cook, Kane and Will, Illinois.

“Contract” means this Contract.

“Contract Customers” collectively means Charter Customers and any other entity that has executed a contract with the Commission to receive Lake Michigan Water from the Commission and wholesale it to the public prior to the date of this Contract.

“Cost of the Project” means, with respect to a Project, all costs of the Project, including costs of the acquisition of necessary lands, easements, and rights-of-way over lands and waters; the erection, construction, rehabilitation, repair and replacement of pumping, storage or other facilities, and the installation of mains and pipelines; costs of financing and administration during any period of acquisition, erection, construction, rehabilitation, repair, replacement or installation, as aforesaid; costs of repayment of such interim indebtedness as may be incurred for such costs, including administrative expenses prior to issuance of Bonds for a Project; and costs for such other purposes, including without limitation reasonable reserves and working capital, as may be determined by the Commission.

“Customer” means any customer purchasing water from the Commission.

“Fiscal Year” means the fiscal year of the Commission.

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

“Full Water Requirements” means, with respect to a Customer, the amount of water necessary from time to time to meet the potable water requirements of all then current customers served by the Unit System of such Customer (including municipal use where applicable) whether within or without the corporate limits or applicable service area of such Customer.

“Lake Water” means potable, filtered water drawn from Lake Michigan.

“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 on the same basis as if taken.

“Operations and Maintenance Costs” means amounts payable under the Water Supply Contract, but not including Underconsumption Costs except as provided in

Section 10 of this Contract, and similar water supply contracts, 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. Upon the adoption of a Bond Resolution by the Commission in connection with the sale of Bonds, Operation and Maintenance Costs payable under this Contract shall in any month at least be equal to the amount required to be deposited in that month into the operation and maintenance fund or account created under the Bond Resolution.

“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, maintenance or replacement thereof.

“Subsequent Customer” means a customer of the Waterworks System which has a Water Allocation, is not a Contract Customer and is served pursuant to a Subsequent Contract executed after the Effective Date of this contract.

“Subsequent Contract” means a contract which provides for a Customer to take its Full Water Requirements from the Waterworks System or contains a Minimum Take or Pay Requirement and which contract further provides for storage and other requirements, terms of payment (expressly subject to the following sentence), Force Majeure and Commission Defaults substantially the same as Sections 3, 6, 13, 14, and 15 hereof (which provisions may relate to a Full Water Requirements agreement or a Minimum Take or Pay Requirement agreement as the case may be). The rate or charges for Lake Water may be higher than those provided herein, and only the terms of payment need be substantially the same.

“Trustee” means the trustee provided in the Bond Resolution.

“Underconsumer” means, for any given year, a Contract Customer which takes less Lake Water in such year than its Water Allocation times 365 times the Underconsumption Ratio for such year.

“Underconsumption” means the amount by which the amount of Lake Water actually taken by a Contract Customer is less than the Underconsumption Ratio times such customer’s Water Allocation times 365.

“Underconsumption Costs” means any amount which the Commission is obligated to pay under the Water Supply 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 Water Supply Contract.

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

“Unit System” means the waterworks system or combined waterworks and sewerage system (if such systems are combined for financing and accounting purposes) from time to time of a Contract Customer.

“Water Allocation” means, with respect to a Customer, such Customer’s allocation and allowable excess from time to time of Lake Water pursuant to the Level of Lake Michigan Act, as amended from time to time as ordered by the Illinois Department of Natural Resources; or such other amounts of Lake Water as a Customer may lawfully take.

“Water Supply Contract” means the water supply contract, dated March 19, 1984, between the Commission and the City of Chicago, Illinois, as amended, supplemented or extended from time to time, or any alternative water supply agreement.

“Waterworks System” means all the Commission’s facilities, including land, easements, rights-of-way over lands and waters, pumping, storage and other facilities, mains and pipelines acquired and used for the purposes of providing and transmitting Lake Water to Customers which may be modified, amended and supplemented from time to time by the Commission in its sole discretion to serve the Lake Water needs of only those Customers or potential Customers located within the territorial limits of the Commission or within territory which becomes part of “included units” in the Acts.

## **Section 2. Water Supply.**

**(a) Agreement to Purchase and Sell.** Subject to the provisions of this Contract, the Commission shall sell to each Contract Customer and each Contract Customer agrees to purchase from the Commission an amount of Lake Water necessary from time to time to serve its Full Water Requirements. The Commission’s obligation to each Contract Customer, however, to deliver Lake Water hereunder shall be limited to a maximum annual amount equivalent to such Contract Customer’s then current Water Allocation and to a maximum rate of Lake Water in any one hour equal to 1.7 times such Contract Customer’s Water Allocation divided by 24. Further, the Commission’s obligation to each Contract Customer to deliver Lake Water at a maximum hourly rate shall be divided among the connection points, if more than one of each such Contract Customer as provided in the design of the Waterworks System.

**(b) Certain Limits on Supply and Commission’s Power to Contract.** The Commission shall use its best efforts to furnish Lake Water to the Contract Customers as hereinabove provided, but its obligation hereunder shall be limited by (i) the amount of Lake Water from time to time available to the Commission; (ii) contracts between the Commission and its other Customers; (iii) the capacity of the Waterworks System; and (iv) ordinary transmission loss, including standard metering error, between the Commission’s source of supply and the points of delivery. The Commission shall not enter into contracts with other Customers that would cause the Commission to be obligated to sell Lake Water in excess of the least of (i) Waterworks System capacity, (ii)

the maximum amount of Lake Water available under the Water Supply Contract or (iii) an amount which would decrease the amount of Lake Water then being supplied or to be supplied in the future to the Contract Customers.

**(c) Emergency or Maintenance Shut-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 temporarily to turn off the Lake Water in its mains for emergency and maintenance purposes. The Commission shall give to the Contract Customers notice not less than forty-eight (48) hours in advance of any such turn-off, except that in emergencies it shall give notice which is reasonable under the particular circumstances.

**(d) Curtailment; 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, each Contract Customer shall be entitled to the fullest extent possible to receive during such period of curtailment its pro rata share of Lake Water available as determined by the ratio of its total Lake Water use during the prior Fiscal Year to the sum of Lake Water use during the prior Fiscal Year of all Customers entitled to Lake Water during such period of curtailment. Nothing in this Contract shall be construed to prohibit each Contract Customer from serving its customers in cases of emergency, or when the Commission for whatever reason is unable to meet such Contract Customer's Full Water Requirements, from any source including wells owned by such Contract Customer and maintained for emergency use.

**(e) Water Quality.** The Commission further undertakes to provide that all Lake Water delivered to the Commission under said contracts shall be of such quality, at the point of delivery to the Commission under said contracts, as to meet the requirements of any Federal, State or local agency as shall have jurisdiction from time to time for the operation of public water supplies. The Commission shall supply each Contract Customer with Lake Water of a quality commensurate with that furnished other Contract Customers, and meeting state and federal water quality standards. The Commission bears no responsibility for the contamination of Lake Water or deterioration of water quality occurring beyond the points of delivery to the Contract Customers.

### **Section 3. Storage, Delivery, Distribution and Conservation.**

**(a) Storage.** The Water Supply Contract currently requires the Commission to provide for and maintain water storage within the Waterworks System and certain Customer Unit Systems, collectively, of sufficient capacity to store not less than two times the annual average daily water demands (including operable shallow well capacity which may be counted towards meeting up to ten percent (10%) of the storage requirements.) In the event the City of Chicago enforces the minimum water storage standards and thereby requires the Commission to provide additional water storage and capacity, then this Section will apply. Each Contract Customer agrees to use its best efforts to increase the water storage capacity of its Unit System; but in no event shall a Contract Customer be required to increase the water storage capacity contained in its Unit System (including

its operable shallow well capacity which may be counted towards meeting up to ten percent (10%) of its storage requirements) to an amount more than twice the amount of its then annual average daily water demand, less that portion of the Commission's storage capacity in its Waterworks System equal to such Contract Customer's annual average daily water demand divided by the total annual average daily water demands of all Customers (to the extent that such Customers are included as parties for whom storage must be provided and maintained under the provisions of the Water Supply Contract) .

**(b) Points of Delivery, Back-Flows, Pressure.** The points of delivery shall be defined as the points of outlet where the Lake Water delivered hereunder leaves the Waterworks System and enters a Unit System. These points will be to the lesser of ten feet downstream from the Commission's metering stations or a common dividing wall between the Commission's metering station and the Contract Customer's pressure adjusting or rate control stations. The number and location of connections to each Contract Customer's system are shown on Exhibit 1. Each Contract Customer shall receive its supply of Lake Water downstream of the Commission's metering stations at pressures that will vary from time to time. Each point of delivery shall have a pressure adjusting or rate control station. Each Contract Customer is responsible for the siting, design, construction, operation, maintenance and replacement of the pressure adjusting or rate control stations supplied by Contract Customer to convey water from the Waterworks System into the Unit System.

Future construction and modification of plans and specifications of the pressure increasing/reducing stations shall be submitted to the Commission for review and approval, which shall not be unreasonably withheld.

Each Contract Customer's operation of its pressure adjusting or rate control stations shall not cause surges or back-flows into the Waterworks System nor shall the operation of the Customer's pressure adjusting or rate control facilities cause the Waterworks System pressure to drop below 20 psi. The Commission shall not be responsible for any damage to the Unit System caused by design, operation or maintenance of the Customer's connection facilities to the Waterworks System.

**(c) Contract Customer to Maintain Water Quality and Unit System and to Prevent Waste.** Each Contract Customer agrees to operate its Unit System from the points of delivery on to the consumer 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 for its operation of public water supplies. Each Contract Customer also agrees to notify the Commission as promptly as possible of all emergency and other conditions which may directly or indirectly affect the quantity or quality of the Lake Water received hereunder or the Waterworks System.

#### **Section 4. Measuring Equipment.**

**(a) Commission to Supply Equipment, Official Record.** The Commission shall furnish, install, own, operate, maintain, repair and replace, at its own expense, at the

points of delivery the necessary equipment and devices of a type meeting the standards of the American Waterworks Association for measuring properly the quantity of Lake Water delivered under this Contract, together with such above-ground structures as the Commission shall deem necessary to house such equipment and devices. Such meter or meters and other equipment so installed and structures so constructed shall remain the property of the Commission. Such structures and equipment shall be located at sites selected and provided by each Contract Customer, respectively, for Lake Water delivered to it, for such purpose. Such sites shall be subject to review and approval by the Commission, which shall not be unreasonably withheld. Each Contract Customer shall grant to the Commission a property interest in each respective site sufficient to enable the Commission to install, use, operate and maintain such structures and equipment during the term of this Contract; however, each Contract Customer shall be responsible for maintaining the grounds and landscaping, including but not limited to shrubbery and other plantings, located on each site provided. The Commission and each Contract Customer shall have access to such structures and equipment for examination and inspection at all reasonable times, but the reading for billing purposes, calibration and adjustment thereof shall be done only by the employees or agents of the Commission. For the purpose of this Contract, the official record of readings of the meter or meters shall be the journal or other record book of the Commission in its office in which the records of the employees or agents of the Commission who take the readings are or may be transcribed. Upon written request of a Contract Customer, the Commission will give the Contract Customer a copy of such journal or record book, or permit the Contract Customer to have access thereto in the office of the Commission during regular business hours.

**(b) Calibration.** At least once in each Fiscal Year, the Commission shall calibrate its meters dedicated to measuring Lake Water to a Contract Customer if requested in writing by such Contract Customer to do so, in the presence of a representative of the Contract Customer, and the Commission and such Contract Customer shall jointly observe any adjustments which are made to the meters in case any adjustments shall be necessary, and if any check meters as hereinafter provided for have been installed, such meters shall also be calibrated by the Contract Customer in the presence of a representative of the Commission and the Commission and such Contract Customer shall jointly observe an adjustment in case any adjustment is necessary.

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



**(d) Variations between Meters; Reconciliation.** Notwithstanding the foregoing, if the Commission or any Contract Customer at any time observes a variation between a delivery meter and a check meter, if any such check meter shall have been installed, or any other evidence of meter malfunctions, such party shall promptly notify the other party and the Commission and such Contract Customer shall then cooperate to procure an immediate calibration test and adjustment of such meter to accuracy and shall jointly observe any such adjustment. The party who discovers such variation shall give the other party notice not less than forty-eight (48) hours prior to the time of all tests of meters (which tests shall be conducted during normal working hours) so that the other party may conveniently have a representative present. If said representative is not present at the time set in such notice, calibration and adjustment may, notwithstanding any other provision of this paragraph, proceed in the absence of said representative. If, upon any test, the percentage of inaccuracy of any meter is found to be in excess of two percent (2%), registration thereof shall be corrected by agreement of the Commission and such Contract Customer based upon the best data available, for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of 183 calendar days of meter operation. If for any reason any meters are out of service or out of repair so that the amount of Lake Water delivered cannot be ascertained or computed from the reading thereof, the Lake Water delivered during the period such meters are out of service or out of repair shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise, the amount of Lake Water delivered during such period shall be estimated (i) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculations, or (ii) 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.

**(e) Removal of Commission Metering Station.** Within ninety (90) days after the termination of this Contract (absent a failure to renew), the Commission shall at its own expense remove metering equipment and stations from and restore the property of each Contract Customer to which such termination without renewal applies. If the Commission fails to remove and restore, as aforesaid, the Contract Customer affected may elect to enforce its right to same or to take title to such equipment and station.

**Section 5. 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, unless the Commission and affected Contract Customer otherwise agree, to be so calibrated. In the event that it should become necessary or desirable to use other units of measurement, the basis of conversion shall be that 7.48 gallons is equivalent to one (1) cubic foot.

**Section 6. Prices and Terms of Payment.**

**(a) Operation and Maintenance Costs; Underconsumption Costs.** Each Contract Customer shall pay a share of 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 such Contract Customer for such month. At any time no Lake Water is being supplied through the Waterworks System to Contract Customers, each Contract Customer's share of monthly Operation and Maintenance Costs shall be that proportion of those costs which such Contract Customer's Water Allocation bears to the total Water Allocations of all Contract Customers required to make Operation and Maintenance Costs payments during the same period. The Commission may require Subsequent Customers to pay for any month a share of Operation and Maintenance Costs, which share may be based upon a rate or proportion higher than that which is applicable to Contract Customers. Such requirement of a greater share may but need not be applied by the Commission to reduce the shares of said costs payable in any month by the Contract Customers; provided, however, that in no event shall the Commission reduce the shares of Contract Customers by an amount which exceeds the amount that is available due to such greater share being paid by a Subsequent Customer.

Each Underconsumer shall pay its share of Underconsumption Costs as determined and assessed by the Commission after notification of such costs by the City of Chicago or any subsequent water supplier. Each Underconsumer's share of Underconsumption Costs for a year shall be equal to the ratio of its Underconsumption to the aggregate Underconsumption of all Underconsumers for such year.

**(b) Fixed Costs.** Each Contract Customer agrees to pay its share of Fixed Costs for each Fiscal Year, which share shall be payable monthly and shall be that proportion of Fixed Costs which such Contract Customer'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 of Pay Requirements, as applicable, of all those Contract Customers for such two preceding calendar years. The Commission may require Subsequent Customers to pay for any month a share of Fixed Costs which is greater than said proportion. Such requirement of a greater share may but need not be applied by the Commission to reduce the shares of said costs payable in any month by the Contract Customers; provided, however, that in no event shall the Commission reduce the shares of Contract Customers by an amount which exceeds the amount that is available due to such greater share being paid by a Subsequent Customer. Prior to the Commission's delivery of Lake Water to any Contract Customer for two (2) calendar years, each Contract Customer's share of monthly Fixed Costs shall be that portion of Fixed Costs which such Contract Customer's Water Allocation bears to the total Water Allocations of Contract Customers.

**(c) Bills and Due Date.** The Commission shall notify each Contract Customer of such Contract Customer's share of Aggregate Costs for a month on or before the tenth (10th) day of the following month. The Contract Customer's share of Aggregate Costs for a month shall be due and payable and must be received at the offices of the Commission on or before the tenth day of the month following the month of the

Commission's notification. If the Commission provides the notice later than the tenth (10th) day of the month, Contract Customer shall have twenty-eight (28) days from the date of notification to make said payment.

**(d) Default Shares.** If any Customer shall default in the payment to the Commission of any part of its share of Aggregate Costs, or any part of the payment of its share due pursuant to this subsection 6(d), each Contract Customer agrees to pay a share of the amount so in default to the Commission, which share shall be in the same proportion as such Contract Customer's share of the 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 Contract Customers obligated to make payments under this subsection 6(d) not in default. A Contract Customer's share of defaulted Aggregate Costs, or such defaulted payment of shares, as the case may be, shall be due and payable twenty-one (21) days after the Commission's written demand therefor. The demand shall include the Commission's calculations of the amount due by the Contract Customer hereunder. If and when the defaulting Customer makes a payment to the Commission of a defaulted amount or interest thereon for which the Contract Customers have made a payment to the Commission under this paragraph, the Commission will pay to each Contract Customer its proportionate share of such amount, including any such interest paid thereon.

**(e) Disputed Payments.** If a Contract Customer desires to dispute all or any part of any payments under this Agreement, the Contract Customer 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.

Upon receipt of notification of dispute, representatives of the Commission shall meet with representatives of the Contract Customer to resolve such dispute. No adjustment or relief on account of any disputed charges shall be made unless disputed charges are the subject of such notice within twenty-one (21) days of receipt by Contract Customer of the bill, or within a reasonable period from the time the Contract Customer knew or should have known of the facts giving the rise to the dispute.

The Commission and the Contract Customer shall promptly attempt and continue efforts to resolve the dispute. In the event that it is determined that the Contract Customer shall have overpaid, it shall receive a refund with interest at the rate set out in subsection (f).

**(f) Interest on Overdue Payments.** If a Contract Customer shall fail to make any payment required under this Contract on or before its due date, such Contract Customer shall be in default, and interest on the amount of such payment shall accrue during the period of non-payment at the maximum legal rate payable by an Illinois non-home rule unit, not to exceed the higher of the weighted average effective interest rate on all series of Bonds of the Commission any of which are then outstanding plus two percent (2%) or the prime rate from time to time announced by the largest commercial bank, measured in

terms of total assets, located and doing banking business in the State of Illinois, plus five percent (5%), from the date such payment becomes due until paid in full with interest as herein specified. In the event such payment is not made within thirty (30) days from the date such payment becomes due, the Commission may at its option and in its discretion reduce or discontinue delivery of Lake Water to the Contract Customer until the amount due the Commission is paid in full with interest as herein specified. The Commission shall give notice to the Contract Customer not less than twenty (20) days prior to the event of its intention to reduce or discontinue delivery of Lake Water in accordance with this subsection (f) and shall provide the Contract Customer an opportunity for a hearing prior to any reduction or discontinuance. If the Commission reduces or discontinues the delivery of Lake Water under such circumstances, the Contract Customer shall, nevertheless, continue to be liable to pay all charges herein provided for. The rights specified in this subsection shall be in addition to all other rights and remedies available to the Commission at law or in equity for breach of any of the provisions of this Contract.

**(g) Security Deposit.** If a Contract Customer is in default in any payment due under this Contract and the default is not cured within thirty (30) days after the due date of the defaulted payment, the Commission may, at its option, require such Contract Customer, as a further obligation under this Contract, to deposit as security for the payment of such Contract Customer's obligations hereunder a reasonable amount determined by the Commission. The Contract Customer's compliance with the Commission's demand for a security deposit shall be a condition precedent to the curing of such Contract Customer's default and the restoration of the Lake Water service to such Contract Customer, if abated or reduced by reason of such default. The security deposit or any part thereof may, at the Commission's discretion, be applied to any subsequent default by the Contract Customer in any payments due hereunder. If so applied, the Contract Customer shall provide funds within three (3) business days to restore the security deposit to the amount required by the Commission. At the earliest of the end of the term of this Contract, a term of two (2) years after the curing of the most recent default by the Contract Customer, or at such time that the Commission may in its sole discretion determine, any security deposit shall be returned to the Contract Customer if the Contract Customer has performed all its obligations under this Contract.

**(h) Rates to Contract Customers Same.** No change in the rates or charges under this Contract for any Contract Customer may be made unless the same change is made for all Contract Customers.

**(i) Limitation on Payments; Net Indebtedness of Contract Customers.** Notwithstanding any other provisions of this Contract to the contrary, the payments required to be made by each Contract Customer under this Contract shall be required to be made solely from revenues to be derived by such Contract Customer from the operation of its Unit System. This Contract shall not constitute an indebtedness of any Contract Customer within the meaning of any statutory or constitutional limitation.

**(j) May Use Other Moneys.** Notwithstanding the provisions of Subsection (i) of this Section, the Contract Customers are not prohibited by this Contract from using other available funds to make the payments required by this Contract.

**(k) Sole Method for Contract Customers to Enforce Provisions Hereof Against Other Customers.** Each Contract Customer acknowledges that its obligations to make payments hereunder are of benefit to each other Contract Customer and to Subsequent Customers as such other Customers' obligations are of benefit to the Contract Customer. Accordingly, each Contract Customer 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 (3) or more Subsequent Customers acting together may enforce the provisions of this Section 6, but only if the Commission has not acted to enforce such provisions within ninety (90) days of failure to make a payment hereunder. Any rights any Contract Customer has under this Contract or other contracts with the Commission shall be limited in enforcement as set forth herein.

**(l) Beginning of Obligation to Pay.** The obligation to make any and all payments under this Contract shall begin the month immediately following the issuance of any Bonds or the obtaining of Lake Water from the Commission, whichever is later.

**(m) Provision in Lieu of Water Allocation.** At any time when no Water Allocation is in effect for a Customer and reference to a Water Allocation is necessary to give meaning to a term of this Contract, the Water Allocation for such Customer shall be deemed to be such Customer's Full Water Requirements for the then most recently completed calendar year divided by 365.

**Section 7. Procedural and Other Limitations; Further Covenants of the Commission.** Notwithstanding any other provisions of this Contract, the Contract Customers shall have the rights enumerated within this section and the Commission in its activities shall be obligated in the manner provided in this section.

**(a) Procedural Rule.** No motion, resolution or ordinance concerning the subjects enumerated below shall be adopted by the Commission except by at least a majority affirmative vote of all of the Commissioners which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the County Board Chairman and forty percent (40%) of the Commissioners appointed by the Mayors as provided in the Acts: (1) Approval of individual contracts or a series of contracts related to a single Project in an amount in excess of \$100,000; (2) Setting of rates for the sale of Lake Water to Contract Customers; (3) Borrowing funds; (4) Exercise of eminent domain powers; (5) Employment of the General Manager and Financial Administrator, and managerial and professional consultants; (6) Amendment of the Water Supply Contract or (7) entering into any agreement to provide Lake Water to a Subsequent Customer.

**(b) Lake Water Only.** Without the prior approval of the corporate authorities of any Contract Customer affected, the Commission shall not deliver any water to a Contract

Customer other than Lake Water. Costs for Lake Water charged by the Commission shall only include Aggregate Costs relating to the purchase and delivery of Lake Water.

**(c) Intentionally Omitted.**

**(d) Covenants to Be Set Out in Bond Ordinance.** Any Bond Resolution passed by the Commission shall contain language to the following effect:

Any holder or registered owner of a bond or any of its coupons, in any civil action, mandamus, or other proceeding, may enforce and compel performance of all duties required by law to be performed by the Commission or by any customers of the Commission, including the making of rates and charges, the collecting of sufficient revenue and the application thereof, as provided by applicable law, and including, expressly, all of the terms and provisions of Sections 6, 7 and 16 of the Contract [referring to this Contract].

The parties or persons which make loans of funds to the Commission [by this Bond Resolution] have received the pledge of the State of Illinois that it will not impair or limit the power or ability of the Commission or a unit of local government fully to carry out the terms of any contract for the supply of water entered into by the Commission and a unit of local government for the term of such contract. For purposes of such impairment or limitation, the contracts for the supply of water executed by units of local government and the Commission contain terms and conditions intended by the parties thereto and by the Bondholders to be absolute conditions thereof.

**(e) Absolute Conditions.** For purposes of the pledge and agreement of the State of Illinois that it will not impair or limit the power or ability of the Commission or the Contract Customers fully to carry out the terms and conditions hereof, all terms and conditions contained herein are intended to be absolute conditions hereof and are agreed to by the parties. It is hereby intended that no change in the Act or other law or regulation subsequent to the date hereof shall affect any of the terms or provisions of this Contract, and neither the Contract Customers nor the Commission, without the unanimous consent of all of them, shall take any actions under a change in the Act or other law or regulation contrary to the terms and conditions herein.

**(f) Emergency Supply.** A Contract Customer may contract for a temporary supply of water in case of an emergency from any other unit of local government or any entity.

**(g) Governance.** For the term of this Contract, the number of Commissioners appointed by the Mayors as provided in the Act shall be not less than one-half (1/2) the total number of Commissioners (excluding, expressly, for purposes of said count, the Chairman).

**(h) Retail Sales.** The Commission shall not engage in the retail sale or distribution of water to residents or customers of any Contract Customer.

**(i) Evidence of Customer Action.** Wherever in this Contract the consent or authorization of a Contract Customer or a group of Contract Customers are required, the consent may only be evidenced by a resolution or motion passed by the corporate authorities of the Contract Customer.

**(j) Limitation on Funds.** No funds received by the Commission from Operation and Maintenance Costs or Fixed Costs payable from Contract Customers may be expended for the planning, construction, operations or maintenance of a waterworks system other than the Waterworks System, or the extension thereof, specified within this Contract.

**(k) Certain Budget, Rate Limitation, Notice and Hearing Provisions.** Not less than sixty (60) days prior to the beginning of each Fiscal Year, the Commission shall prepare and send to the Contract Customers a tentative budget. Each such budget shall include, among such other items as the Commission may choose, an estimate of Fixed Costs to be payable by each Contract Customer in a stated aggregate dollar amount per month for each and an estimate of Operations and Maintenance Costs in a stated price per 1,000 gallons. The Commission will hold a hearing on such budget, at which the Contract Customers may be heard, and shall give the Contract Customers not less than twenty-one (21) days notice of such hearing. Operations and Maintenance Costs payable in each Fiscal Year shall be determined and assessed by the Commission on a price per 1,000 gallons basis; such price may not exceed the estimate as set forth in the tentative budget unless the Commission shall hold a hearing on such higher price, at which the Contract Customers may be heard, and shall give the Contract Customers not less than twenty-one (21) days' notice of such hearing.

## **Section 8. Special Conditions and Covenants.**

**(a) Commission to Build Waterworks System and Supply Lake Water.** The Commission shall, subject to the other terms and conditions of this Contract, continually hold itself ready, willing and able to supply Lake Water to any Contract Customer. The Commission shall also use its best efforts, consistent with its legal obligations to its other Customers and consistent with fair and equitable treatment of all of its Customers, to supply each Contract Customer with such additional amounts of Lake Water as may be from time to time allocated to such Contract Customer over and above its present Water Allocation, but the Commission does not hereby guarantee a supply of such additional amounts.

**(b) Title to Lake Water.** Title to all Lake Water supplied hereunder shall remain in the Commission to the lesser of the points ten feet (10 ft.) downstream from the Commission's metering stations or a common dividing wall between the Commission's metering station and the Contract Customer's pressure adjusting or rate control stations for each Unit System and thereupon shall pass to such Contract Customer.

**(c) Payments Hereunder an Operation Expense of Unit Systems.** Obtaining water is an essential item of expense of the Unit Systems. To the fullest extent permitted by law or contract, all of the payments to be made by each Contract Customer hereunder shall constitute operating expenses of the Unit Systems as to any and all revenue bonds of such Contract Customer which are supported in whole or in part by a pledge of the revenues of its Unit System, with the effect that such Contract Customer's obligation to make payments from its water revenues under this Contract has priority over its obligation to make payments of the principal of and premium, if any, and interest on any such bonds which are or will be supported in whole or in part by a pledge of such Unit System revenues. Each Contract Customer shall make all budgetary, emergency and other provisions and appropriations necessary to provide for and authorize the prompt payment by such Contract Customer to the Commission of its shares of Aggregate Costs. The obligations of each Contract Customer under this Contract are further payable from all other accounts of the Unit System of each Contract Customer, respectively, for its shares, in which there are lawfully available funds. In any revenue bond ordinances or resolutions hereafter enacted by a Contract Customer, the priority of lien established pursuant to this Contract shall be expressly provided and set forth in said bond ordinances or resolutions. If legal action is brought against a Contract Customer challenging the priority of such Contract Customer's obligations hereunder over the lien of any revenue bonds supported by a pledge of the revenues of its Unit System, the Commission shall, if requested to do so by such Contract Customer, undertake the defense of the legal action at the Commission's expense.

**(d) Commission Insurance.** The Commission will carry insurance and/or maintain self-insurance with respect to the Waterworks System of the kinds and in the amounts which are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and public liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserve funds shall be used in making good the loss or damage in respect of which they were paid except to the extent no longer deemed useful to or profitable in the operation of the Waterworks System, 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.

**(e) Commission to Continue to Serve.** The Commission will use its best efforts to continue serving all the Contract Customers.

**(f) Commission Covenant to Operate Properly.** From time to time, the Commission will take steps reasonably necessary so that the Waterworks System may at all times be operated properly.



**Section 9. Additional Contract Customer Covenants.** Each Contract Customer further covenants as follows:

**(a) Maintain and Operate Unit System.** It will own and maintain its Unit System, and all improvements and extensions of its Unit System, in good repair and working order, will operate the same efficiently, and will punctually perform all duties with respect to its Unit System as may be required by the Constitution and laws of the State of Illinois and all other applicable laws and by all resolutions and ordinances of such Contract Customer.

**(b) Rate Covenant.** It will establish, maintain, revise as necessary and collect, rates and charges for customers of its Unit System as shall be required from time to time to produce revenues at least sufficient (i) to pay all amounts due under this Contract and to pay all other costs of operation and maintenance of its Unit System, (ii) to provide an adequate depreciation fund for its Unit System, (iii) to make all deposits in all funds and accounts required by the terms of resolutions or ordinances authorizing bonds payable from revenues of its Unit System and (iv) to pay the principal of and interest on all bonds of such Contract Customer payable from the revenues of its Unit System. The Commission may not sue to enforce the provisions of this Section as they relate to clauses (ii) through (iv) unless it can show that the ability of the Contract Customer to make the payments set forth in clause (i) is substantially impaired by the inadequacy of said rates and charges. The rates and charges for customers of a Unit System shall not be required, however, to be sufficient to produce amounts required to make payments under this Contract so long as available amounts sufficient for making such payments for the next six (6) months or the remainder of such Contract Customer's fiscal year, whichever is longer, shall have been set aside in cash or investments in a separate account in its Unit System Fund designated for the purpose of making payments under this Contract,

**(c) Segregate Revenues.** It shall provide for the segregation of all revenues of its Unit System in such Unit System Fund and provide for the application of the revenues for the purpose of subsection (b) of this Section. Moneys of a Unit System of a Contract Customer which exceed the obligations of such Contract Customer hereunder may be used for any lawful corporate purposes.

**(d) Future Subordination of Revenue Bond Lien.** Any resolution or ordinance of the Contract Customer which authorizes the issuance after the date of this Contract of any obligation of the Contract Customer to be paid from revenues of its Unit System will expressly provide that revenues of its Unit System may be used to pay principal of and premium, if any, and interest of those obligations only to the extent that those revenues exceed the amounts required to pay the operation and maintenance expenses of its Unit System including, expressly, all amounts payable from time to time under this Contract.

**(e) General Covenant to Operate Properly.** From time to time, it will take steps reasonably necessary so that its Unit System may at all times be operated in accordance with industry standards.

**(f) Accounting and Audit.** It will make and keep proper books and accounts (separate and apart from all other records and accounts of such Contract Customer) in which complete entries shall be made of all transactions relating to its Unit System, and, within two hundred ten (210) days following the close of each fiscal year of such Contract Customer, it will cause the books and accounts of its Unit System to be audited annually by independent certified public accountants, showing the receipts and disbursements on account of its Unit System.

**(g) Maintain Ownership of Unit System and Properties.** It will continue to own and possess its Unit System and will, within the exercise of reasonable business judgment and in a manner so as not to cause a default hereunder, dispose of property which is part of its Unit System only to the extent that the Commission consents in writing, which consent shall not be unreasonably withheld. This subsection (g) does not prohibit a Contract Customer from selling specific equipment that it considers surplus and that is no longer needed or utilized to operate its Unit System.

**(h) Insurance.** It will carry insurance or maintain self-insurance with respect to its Unit System of the kinds and in the amounts which are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and public 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 except to the extent that the property damaged or lost would be permitted to be disposed of under subsection (g) of this Section, whether by repairing the property damaged or replacing the property destroyed, and provisions 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.

**(i) Budget and Appropriations.** It will adopt a budget or appropriations ordinance for each fiscal year of such Contract Customer, or otherwise in accordance with applicable state laws, provide lawful authority for payment of all sums anticipated to be due to the Commission during such fiscal year.

**(j) Continue to Serve.** It will use its best efforts to continue serving all customers of its Unit System within its territorial limits which are served as of the date of this Contract.

**(k) Maintain Water Allocation.** It will use its best efforts to obtain or retain, from time to time, a Water Allocation at least equal to its Full Water Requirements from time to time.

**(l) Combining or Separating Unit System Accounts.** It may combine its waterworks system with its sewerage system or separate its combined waterworks system and sewerage system into separate systems only on the conditions as follows: (i) the Contract Customer shall provide the Commission with written evidence that the

proposed combination or separation will not materially and adversely affect the Contract Customer's ability to comply with all of the terms, conditions and covenants of this Contract; and (ii) if the Commission shall then determine the proposed combination or separation will not materially and adversely affect the Contract Customer's ability to comply with all of the terms conditions and covenants of this Contract, then and only then the Commission shall approve such combination or separation and advise such Contract Customer in writing.

**(m) Customer Covenants as to Rate of Withdrawal.** Each Contract Customer will take Lake Water at the most uniform and continuous rate of withdrawal practicable.

**Section 10. Election as to Water Purchase Requirements.** Any Contract Customer electing to take less than its Full Water Requirements, as determined by the Commission, shall pay its pro rata share of the Operations and Maintenance Costs and the Fixed Costs for the period of time during which its Full Water Requirements are not taken. In the event such Contract Customer elects to purchase less than its Full Water Requirements in any year pursuant to this Section, it shall pay a share of Underconsumption Costs, if any, incurred for such year and such Contract Customer's share of such Underconsumption Costs shall be deemed to be Operation and Maintenance Costs under this Contract. The prior sentence shall not be applicable where the Underconsumption is caused by an emergency situation as approved in writing by the highest executive of the Commission and lasts for less than thirty (30) days, Such Contract Customer's share of Operation and Maintenance Costs and Fixed Costs, if any, for the year shall be that proportion of those costs which the Operation and Maintenance Costs and Fixed Costs of such Contract Customer for that year was to the sum of the Operation and Maintenance Costs and Fixed Costs of all Customers for such year.

**Section 11. Resale Limitations.** Contract Customers shall not resell more than five percent of the water purchased from the Commission *except:* (i) to retail water customers under published rates and charges, without any special contract; or(ii) any contract approved in writing by the Commission, which approval shall be in the sole discretion of the Commission.

**Section 12. Subsequent and Other Contracts.**

**(a) No Contract with Rate More Favorable.** The Commission shall not supply Lake Water except pursuant to a written contract. No contract entered into after the Effective Date shall provide rates, charges or terms lower or more favorable to the Subsequent Customer than those provided in this Contract for Contract Customers.

**(b) Occasional Service Only Except to Contract Customers.** Other than the providing of service to Contract Customers, the Commission shall not contract for a supply of Lake Water to any person except to a Subsequent Customer or for occasional water use. Occasional water use is the use of Lake Water for not more than thirty (30) days during any two-year period.

**(c) Subsequent Contract Terms.** After the Effective Date, the Commission shall not enter into a contract with any unit of local government or private entities that is not a Contract Customer, unless such contract provides for an equitable and lawful differential rate or charge in the formula for Aggregate Costs which may take into account any pertinent factor and shall take into account each of the factors as follows: (i) the utility rate which would be chargeable by a regulated utility for the proposed service, (ii) replacement cost of the Waterworks System less depreciation and net outstanding Bonds, and (iii) the amount and time of payment of Fixed Costs which would have been payable by the proposed Customer had such Customer become a Contract Customer, plus interest on such costs from the time when they would have been paid, compounded semiannually.

The differential may be satisfied by a lump sum payment or by surcharge for any term of years not longer than the then remaining term of this Contract. The differential shall inure to the benefit of the previous Contract Customers as their interests may appear (that is, those that have borne greater costs shall benefit proportionally greater) in such reasonable manner as the Commission may determine.

The allocation of the benefit so derived among prior Contract Customers shall be made by the Commission only after it has received and reviewed the recommendations of an independent consulting engineer, independent financial consultant and competent attorney, working together, who shall be selected by the Commission from a list of three (3) individuals or firms for each position by the Contract Customers.

For the purpose of making such list of three (3) individuals or firms, the Commission shall call a meeting of only the Contract Customers that are units of local government by giving notice to the Contract Customers as provided in this Contract not less than thirty (30) days prior to a proposed meeting date. The Commission shall convene the meeting, but thereupon the Contract Customers that are units of local government shall elect a presiding officer from among their number. Such meeting may be adjourned from time to time without notice. The majority of Contract Customers that are units of local government present and voting at said meeting shall be empowered to select such individuals or firms. The Commission shall keep the minutes of the meeting.

If the Contract Customers that are units of local government do not act at said meeting or within twenty-one (21) days thereof, the Commission shall proceed to select such persons or firms itself.

If the Commission shall impose the recommended differential, then the differential as imposed shall not be subject to any dispute or claim by any Contract Customer. This provision shall not require the Commission to follow such recommendations.

This entire subsection is qualified by the Commission's legal duty to serve within its territorial limits and to charge for such service fair and equitable rates which are not prohibitive. It is the intent of the Commission in entering into this provision of the Contract to recognize that the Contract Customers that are units of local government, solely, enable the Commission to proceed to construct the Waterworks System, that the units of

local government hereinafter referred to need to be induced to become Contract Customers and that this provision is an express inducement, that by its essential design in accordance with good engineering practice, the Waterworks System must be built in many ways sufficient upon initial completion to serve all of said units, but that only those units of local government who become Contract Customers will pay for such from the start of construction.

**Section 13. Force Majeure.** In case by reason of force majeure event any party hereto shall be rendered unable wholly or in part to carry out its obligation under this Contract, then if such party shall give notice and full particulars of such force majeure event in writing to the other parties within seven (7) days after the 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” as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of 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, insurrection, 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 any Contract Customer to receive Lake Water hereunder, on account of any other causes not reasonably within the control 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 that the above requirement that any force majeure events 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 settlements is unfavorable to it in the judgment of the party having the difficulty. No force majeure event which renders any of the parties unable to perform under this Contract shall relieve a Contract Customer of its obligation to make payments to the Commission as required under Section 6.

**Section 14. Commission Defaults.** Failure by the Commission to deliver Lake Water to any Contract Customer 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 thirty (30) days after written notice from such Contract Customer 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, the Contract Customer or Contract Customers affected may bring any action against the Commission, including an action for money damage or in equity and actions for mandamus and specific performance of the Commission’s obligations to the extent allowed by law. Election of any remedy shall not be a waiver of any other remedy.

**Section 15. Contract Customer's Obligation Unconditional.** The Contract Customers shall have no right to terminate, cancel or rescind this Contract, no right to withhold from the Commission or the Trustee who is an assignee of the Commission pursuant to Section 17 of this Contract payments due or to become due under this Contract, no right to recover from the Commission or such Trustee amounts previously paid under this Contract unless paid 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 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 the Contract Customers 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; the output of the Waterworks System in whole or in part is suspended, interrupted, interfered with, reduced or curtailed; any party to the Water Supply Contract does not perform in whole or in part thereunder; the Water Allocation of any Customer is modified or terminated or any Customer does not perform in whole or in part under this Contract or any other agreement or instrument; it being the intent hereof that the Contract Customers shall be absolutely and unconditionally obligated to make all payments hereunder. The Commission may issue Bonds in specific reliance on the limitations set forth in this Section with respect to the rights of the Contract Customers.

**Section 16. Modification of this Contract or of the Water Supply Contract.** Except for revisions and adjustments otherwise expressly provided for, neither this Contract nor the Water Supply Contract may be changed or modified unless the consent of the Commission and of three-fourths of the Contract Customers shall have been obtained. Such modification may be requested by any party, in which event a joint meeting of representatives of all governing bodies shall be called by the Commission and held not more than sixty (60) days after such request is made and not less than thirty (30) days before the giving of notice of such meeting. At the joint meeting, the requested changes or modifications shall be considered and discussed. No such change or modification may materially impair or adversely affect the ability or obligation of any Contract Customer under the Contract to make payments to the Commission at the times, in the amounts, and with the priority required in order for the Commission timely to meet its obligations under this Contract, the Water Supply Contract, other water purchase or sale contracts of the Commission and the Bond Ordinances/Resolutions, including without limitation the making of all deposits in various funds and accounts created under the Bond Ordinances/Resolutions; or materially impair or adversely affect the ability of the holders of the Bonds or the Trustee, under the Contract or Bond Ordinances/Resolutions, to enforce the terms of the Contract. No such change or modification which will affect the rights and interest of the holders of the Bonds shall be made without the written approval of an authorized representative of the holders of at least seventy percent (70%) of the outstanding Bonds and no such change or modification shall be effective which would cause a violation of any provisions of the Bond Ordinances/Resolutions or any ordinance authorizing bonds of any Contract Customer.

**Section 17. Non-Assignability.** Except to the extent hereinafter provided, no party shall assign or transfer this Contract or any rights or interests herein without the written consent of three-fourths of the Contract Customers and the Commission. The right to receive all payments which are required to be made by the Contract Customers to the Commission in accordance with the provisions of this Contract may be assigned by the Commission to any Trustee as provided in the Bond Ordinances/Resolutions to secure the payment of the principal of, 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 the Bond Ordinances/Resolutions. The Contract Customers will, upon notice of assignment to any such Trustee, make all payments directly to such Trustee. The rights of the Commission to enforce the provisions of this Contract may be assigned to such Trustee and, in such event, the Trustee will 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 may also retain the right to enforce this Contract.

**Section 18. Cooperation in Construction of Commission Water Supply.** The Contract Customers shall cooperate with the Commission in the construction and acquisition of the Waterworks System. Each Contract Customer shall grant without charge to the Commission any reasonable required construction easements and any easements necessary for portions of the Waterworks System to be located on such Contract Customer's property, provided the Commission agrees to restore the easement property in a reasonable manner after construction. Each Contract Customer shall grant the Commission access to its property to the extent reasonably necessary to construct and maintain the Waterworks System.

**Section 19. Mutual Cooperation in Issuance of Obligations.** Each Contract Customer shall cooperate with the Commission in the issuance of the Bonds, and the Commission shall cooperate with each Contract Customer in the issuance of the Contract Customer's general obligation bonds or revenue bonds of its Unit System. In such connection, each Contract Customer and the Commission will comply with all reasonable requests of each other and will, upon request, do as follows:

- (i) Make available general and financial information about itself in accordance with GAAP;
- (ii) Consent to publication and distribution of its financial information;
- (iii) Certify that general and financial information about it is accurate, does not contain any 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;
- (iv) Make available certified copies of official proceedings;
- (v) Provide reasonable certifications to be used in a transcript of closing documents; and

(vi) Provide and pay for reasonably requested opinions of counsel as to the validity of its actions taken with respect to and the binding effect of this Contract, title to its Unit System or the Waterworks System, as applicable, pending or threatened litigation which could materially affect its performance hereunder, and other reasonably related opinions.

**Section 20. Regulatory Bodies.** The parties through this Contract seek to exercise and maintain all sovereign rights granted to them 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, or any governmental body or agency having lawful jurisdiction, or any authorized representative or agency or 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.

**Section 21. Commission Cooperative Arrangements With 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 of Lake Water to provide Lake Water to each other to meet their water needs, provided that these arrangements do not interfere, except in emergencies, with the delivery of Lake Water to the Contract Customers.

**Section 22. Notices and Evidence of Actions.** All notices or communications provided for herein shall be in writing and shall be delivered to the Contract Customers affected or the Commission either in person or by United States mail, via certified mail, return receipt requested, postage prepaid, addressed to the principal office thereof.

Any action hereunder to be taken by the Commission or any Contract Customer may be evidenced by copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances) duly certified by the Clerk of such Contract Customer or the Commission.

**Section 23. Severability.** Should any part, term, or provision of this Contract be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

**Section 24. Effective Date and Term.** This Contract shall be effective when all the parties have executed this Contract (the "Effective Date"). This Contract shall continue in force and effect until February 24, 2064. The Contract Customers and the Commission agree to begin negotiation of a succeeding Water Purchase and Sale Contract not later than five (5) years prior to the end of the term of this Contract.

**Section 25. Governing Law; Superseder.** This Contract shall be construed exclusively under the applicable laws of the State of Illinois. All other contracts between



the Commission and the Contract Customers are hereby superseded and shall be null and void.

**Section 26. Venue.** Any action brought to enforce the terms of this Contract shall be brought in the Eighteenth Judicial Circuit, DuPage County, Illinois.

**Section 27. Execution in Counterparts.** This Contract may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

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

VILLAGE OF ADDISON

By \_\_\_\_\_  
Rich Veenstra, Mayor

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

[SEAL]

Attest:

By \_\_\_\_\_  
Lucille Zucchero, Village Clerk

VILLAGE OF BARTLETT

By \_\_\_\_\_  
Kevin Wallace, President

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

[SEAL]

Attest:

By \_\_\_\_\_  
Lorna Giles, Village Clerk

VILLAGE OF BENSENVILLE

By \_\_\_\_\_  
Frank DeSimone, President

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

[SEAL]

Attest:

By \_\_\_\_\_  
Nancy Quinn, Village Clerk

VILLAGE OF BLOOMINGDALE

By \_\_\_\_\_  
Franco A. Coladipietro, President

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

[SEAL]

Attest:

By \_\_\_\_\_  
Pamela S. Hager, Village Clerk

VILLAGE OF CAROL STREAM

By \_\_\_\_\_  
Frank Saverino, Mayor

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

[SEAL]

Attest:

By \_\_\_\_\_  
Julia Schwarze, Village Clerk

VILLAGE OF CLARENDON HILLS

By \_\_\_\_\_  
Eric Tech, President

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

[SEAL]

Attest:

By \_\_\_\_\_  
Lynn B. Dragisic, Village Clerk

CITY OF DARIEN

By \_\_\_\_\_  
Joseph A. Marchese, Mayor

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

[SEAL]

Attest:

By \_\_\_\_\_  
JoAnne Ragona, City Clerk

VILLAGE OF DOWNERS GROVE

By \_\_\_\_\_  
Robert T. Barnett, Mayor

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

[SEAL]

Attest:

By \_\_\_\_\_  
Rosa Berardi, Village Clerk

COUNTY OF DUPAGE

By \_\_\_\_\_  
Deborah A. Conroy, Chair

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

[SEAL]

Attest:

By \_\_\_\_\_  
Jean Kaczmarek, County Clerk

CITY OF ELMHURST

By \_\_\_\_\_  
Scott M. Levin, Mayor

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

[SEAL]

Attest:

By \_\_\_\_\_  
Jackie Haddad-Tamer, City Clerk

VILLAGE OF GLENDALE HEIGHTS

By \_\_\_\_\_  
Chodri Ma Khokhar, President

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

[SEAL]

Attest:

By \_\_\_\_\_  
Marie Schmidt, Village Clerk

VILLAGE OF GLEN ELLYN

By \_\_\_\_\_  
Mark Senak, President

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

[SEAL]

Attest:

By \_\_\_\_\_  
Caren Cosby, Village Clerk

VILLAGE OF HINSDALE

By \_\_\_\_\_  
Thomas K. Cauley, Jr., President

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

[SEAL]

Attest:

By \_\_\_\_\_  
Emily Tompkins, Village Clerk

VILLAGE OF ITASCA

By \_\_\_\_\_  
Jeff Pruyn, Mayor

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

[SEAL]

Attest:

By \_\_\_\_\_  
Jody Conidi, Village Clerk

VILLAGE OF LISLE

By \_\_\_\_\_  
Christopher Pecak, Mayor

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

[SEAL]

Attest:

By \_\_\_\_\_  
Kristy Grau, Village Clerk

VILLAGE OF LOMBARD

By \_\_\_\_\_  
Keith T. Giagnorio, President

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

[SEAL]

Attest:

By \_\_\_\_\_  
Liz Brezinski, Village Clerk

CITY OF NAPERVILLE

By \_\_\_\_\_  
Scott A. Wehrli, Mayor

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

[SEAL]

Attest:

By \_\_\_\_\_  
Doug A. Krieger, City Manager

VILLAGE OF OAK BROOK

By \_\_\_\_\_  
Laurence Herman, President

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

[SEAL]

Attest:

By \_\_\_\_\_  
Netasha Scarpiniti, Village Clerk

CITY OF OAKBROOK TERRACE

By \_\_\_\_\_  
Paul Esposito, Mayor

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

[SEAL]

Attest:

By \_\_\_\_\_  
Michael Shadley, City Clerk

VILLAGE OF ROSELLE

By \_\_\_\_\_  
David Pileski, Mayor

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

[SEAL]

Attest:

By \_\_\_\_\_  
Amanda Hausman, Village Clerk

VILLAGE OF VILLA PARK

By \_\_\_\_\_  
Nick Cuzzone, President

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

[SEAL]

Attest:

By \_\_\_\_\_  
Hosanna Korynecky, Village Clerk



VILLAGE OF WESTMONT

By \_\_\_\_\_  
Ron Gunter, Mayor

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

[SEAL]

Attest:

By \_\_\_\_\_  
Virginia Szymski, Village Clerk

CITY OF WHEATON

By \_\_\_\_\_  
Philip J. Suess, Mayor

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

[SEAL]

Attest:

By \_\_\_\_\_  
Andrea Rosedale, City Clerk

VILLAGE OF WILLOWBROOK

By \_\_\_\_\_  
Frank A. Trilla, Mayor

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

[SEAL]

Attest:

By \_\_\_\_\_  
Deborah A. Hahn, Village Clerk

VILLAGE OF WINFIELD

By \_\_\_\_\_  
Carl Sorgatz, President

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

[SEAL]

Attest:

By \_\_\_\_\_  
Nicole Cannizzo, Village Clerk

CITY OF WOOD DALE

By \_\_\_\_\_  
Annunziato Pulice, Mayor

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

[SEAL]

Attest:

By \_\_\_\_\_  
Lynn Curiale, City Clerk

VILLAGE OF WOODRIDGE

By \_\_\_\_\_  
Gina Cunningham, Mayor

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

[SEAL]

Attest:

By \_\_\_\_\_  
Joseph Heneghan, Village Clerk

Illinois-American Water Company

By \_\_\_\_\_  
President

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

[SEAL]

Attest:

By \_\_\_\_\_

UChicago Argonne LLC, operator of  
Argonne National Laboratory

By \_\_\_\_\_  
Director

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

[SEAL]

Attest:

By \_\_\_\_\_

Aqua Illinois, Inc.

By \_\_\_\_\_  
President

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

[SEAL]

Attest:

By \_\_\_\_\_

DuPAGE WATER COMMISSION

By \_\_\_\_\_  
Jamez F. Zay, Chairman

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

[SEAL]

Attest:

By \_\_\_\_\_  
Danna M. Mundall, Clerk



**Resolution #:** R-9-24

**Account:** N/A

**Approvals:** *Author / Manager / Finance / Admin*

**PDM - CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 1/8/2024

**Description:** **Recommendation to Approve the First Amendment to the DWC-Schaumburg Interconnection Agreement**

**Agenda Section:** Administration Committee

**Originating Department:** Administration

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In the year 2000, the DWC and the Village of Schaumburg established an agreement for DWC to construct and operate an interconnection facility to allow DWC to provide the Village of Schaumburg with an emergency back-up water supply to support its primary supply through the City of Chicago/NSMJAWA. The interconnection facility was constructed following the agreement and has been in service since that time, being occasionally utilized upon request from Schaumburg and for testing/maintenance purposes. The current IGA terminates concurrently with the Water Purchase and Sale Contract, February 24, 2024.

The proposed Amendment has been drafted by DWC Legal Counsel and Village of Schaumburg Legal Counsel and will extend the agreement for a 25-year term, ending on February 24, 2049. The Addendum retains the terms of the original agreement, with the exception of the removal of terms associated with the original construction project and minor clarification/update elements. The agreement has been approved by the Village of Schaumburg and will become effective upon passage by the DWC Board.

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**Recommended Motion:**

Approve Resolution R-9-24; First Amendment to the Schaumburg Interconnection Agreement.

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-9-24**

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A RESOLUTION APPROVING A FIRST AMENDMENT TO DUPAGE WATER COMMISSION EMERGENCY INTERCONNECTION AGREEMENT WITH THE VILLAGE OF SCHAUMBURG

WHEREAS, the DuPage Water Commission (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 Commission previously entered into an Emergency Interconnection Agreement (the “Agreement”) with the Village of Schaumburg (the “Village”)

WHEREAS, the Commission and the Village desire and intend to amend the Agreement as set forth in the First Amendment to DuPage Water Commission Emergency Interconnection With The Village of Schaumburg (the “First Amendment”) attached hereto as Exhibit 1 and incorporated as if fully set forth herein; and

WHEREAS, the Village has approved and executed the First Amendment;

WHEREAS, the Commission deems it to be in the best interests of the Commission to approve and enter into the First Amendment.

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 First Amendment to Emergency Interconnection Agreement between the DuPage Water Commission and the Village of Schaumburg attached hereto and by this reference

incorporated herein and made a part hereof as Exhibit 1, shall be and hereby is approved and ratified.

The Chairman is authorized to execute the First Amendment on behalf of the Commission.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
James Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

Board/Resolutions/2024/R-9-24docx

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EXHIBIT 1

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**FIRST AMENDMENT TO  
DUPAGE WATER COMMISSION  
EMERGENCY INTERCONNECTION AGREEMENT  
WITH  
THE VILLAGE OF SCHAUMBURG**

This First Amendment to Emergency Interconnection Agreement, dated as of \_\_\_\_\_, 2024, by and between the **DUPAGE WATER COMMISSION** (the "Commission"), a county water commission and public corporation under Division 135 of Article II 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.*, and the **VILLAGE OF SCHAUMBURG**, an Illinois municipal corporation ("Customer"),

WITNESSETH:

WHEREAS, the Commission and Customer (collectively the "Parties") entered into an Emergency Interconnection Agreement on MARCH 9TH 2000 (the "Interconnection Agreement"); and

WHEREAS, the Interconnection Agreement is set to expire on February 24, 2024; and

WHEREAS, the Parties desire and deem it to be in their best interests to extend the term of the Interconnection Agreement and modify certain terms therein.

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

1. The preambles hereto are hereby incorporated herein by this reference and are made fully a part of this First Amendment to Emergency Interconnection Agreement.
2. Except as amended herein, all other provisions of the Interconnection Agreement shall remain in full force and effect.
3. Section 3 is hereby deleted in its entirety.
4. The first sentence of Section 4.A is hereby deleted and replaced with the following language:

A. Flow Meter. The Commission has previously furnished and installed at the pumping station constructed by the Commission as part of the Commission Connection Facilities, a flow meter meeting the standards of the American Waterworks Association for properly measuring the quantity of Lake Water delivered under this Agreement.

5. Section 5.F is hereby deleted and replaced with the following language:

F. Water Conservation Program. The Customer shall maintain a water conservation program to ensure that no Lake Water in excess of 90 percent of the Customer Unit System's annual average daily flow demand may be withdrawn from the Waterworks System during any Emergency Condition. Such water conservation program shall include, at a minimum, an immediate ban on all external uses of water, on all non-potable uses of water and on all service to emergency service customers and temporary service customers of the Customer Unit System. The chief administrative officer of Customer may mitigate the impact of such ban in specific circumstances of hardship as may be deemed reasonable, prudent and appropriate to the precise nature of the water emergency.

6. Section 6.A is hereby deleted.

7. Section 6.E is hereby deleted and replaced with the following language:

E. Covenants to Be Set Out in Bond Ordinance. Customer acknowledges that the Commission may issue bonds and that thereunder Bondholders may be granted 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 future Bond Ordinances.

8. Section 6.H is hereby amended by inserting: "To the fullest extent permitted by law," at the beginning of the first sentence.

9. Section 7.A is hereby deleted.



10. Section 8.D is amended by deleting the following language from the first sentence: "the Connection Facilities Cost pursuant to Subsection 7A above and".

11. Section 10 is hereby deleted.

12. Section 13.B is hereby deleted and replaced with the following language:

B. Term. This Amendment shall continue in force and effect until February 24, 2049, unless extended upon prior written approval of the Commission and Customer.

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.

VILLAGE OF SCHAUMBURG	DUPAGE WATER COMMISSION
By: 	By: _____
Its: <u>village president</u>	Its: _____
ATTEST  <u>village clerk</u>	ATTEST: _____



**Resolution #:** R-10-24

**Account:** N/A

**Approvals:** *Author / Manager / Finance / Admin*

**PDM - CAP PDM**

## REQUEST FOR BOARD ACTION

**Date:** 1/8/2024

**Description:** **Recommendation to Approve Addendum to Water Purchase and Sale Contract with Argonne National Laboratory**

**Agenda Section:** Administration Committee

**Originating Department:** Administration

This item is a companion piece to the new Water Purchase and Sale Agreement. While the new contract document was constructed in a manner to provide as much continuity between customers as partners, there are unique elements associated with the Federal operation of Argonne National Laboratory which require an addendum; in particular:

- Argonne National Laboratory is a Federal institution and is operated under contract by the University of Chicago;
- Such laboratory operational contract may be modified/transferred to another party under the direction of the United States Department of Energy with required consent from DWC;
- Payment of monies owed to DWC is dependent upon the status of the federal budget process and availability of funds through that source.

### **Recommended Motion:**

Approve Resolution R-10-24; Addendum to Water Purchase and Sale Contract with Argonne National Laboratory

DUPAGE WATER COMMISSION

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**RESOLUTION NO. R-10-24**

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A RESOLUTION APPROVING AN ADDENDUM TO WATER PURCHASE AND SALE CONTRACT BETWEEN  
DUPAGE WATER COMMISSION AND UCHICAGO ARGONNE LLC

WHEREAS, the DuPage Water Commission (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 Commission and UChicago Argonne LLC (“Argonne”) previously entered into a Water Purchase and Sale Contract (the “Contract”) whereby the Commission agreed to sell water to Argonne;

WHEREAS, the Commission and Argonne desire and intend to enter into an Addendum to Water Purchase and Sale Contract (the “Addendum”) (attached hereto as Exhibit 1 and incorporated as if fully set forth herein); and

WHEREAS, Argonne has approved and executed the Addendum;

WHEREAS, the Commission deems it to be in the best interests of the Commission to approve and enter into the Addendum.

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 Addendum to Water Purchase and Sale Contract attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, shall be and hereby is approved and ratified. The Chairman is authorized to execute the Addendum on behalf of the Commission.

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

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Cuzzone, N.				
Fennell, J.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Romano, K.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
James Zay, Chairman

ATTEST:

\_\_\_\_\_  
Danna Mundall, Clerk

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EXHIBIT 1

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## ADDENDUM TO WATER PURCHASE AND SALE CONTRACT

This Addendum To Water Purchase and Sale Contract (the "Addendum") is made and entered into on January 18, 2024 by and between the DuPage Water Commission (the "Commission"), and UChicago Argonne LLC, an Illinois limited liability company. The Commission and UChicago Argonne, LLC shall hereinafter collectively be referred to as the "Parties".

1. This Addendum amends that certain Water Purchase and Sale Contract ("Contract") dated January 18, 2024 entered into by the Parties hereto as follows:

- a. The seventh (7th) WHEREAS clause is amended to add the following clause at the end of that recital:

UChicago Argonne, LLC is authorized to enter into this Contract through its prime contract with the United States Department of Energy; and

- b. Section 8(c) of the Contract is amended to add the following provision:

For clarification, the obligations of UChicago Argonne, LLC under this Contract are payable from funds that are lawfully available under its prime contract with the United States Department of Energy.

- c. Section 17 of the Contract is amended to add the following provision:

Notwithstanding the foregoing, UChicago Argonne, LLC may assign or transfer this Contract or any rights or interests herein to a successor operator of Argonne National Laboratory without additional consent being required. However, any such assignee or transferee shall be subject and bound by the terms and conditions of the Contract and this Addendum (as the same may be amended from time to time), and any assignee or transferee must assume all liabilities, requirements and obligations of the assignor thereunder.

2. Capitalized terms herein have the same meaning as used in the Water Purchase and Sale Contract unless otherwise noted.


3. All other provisions of the Water Purchase and Sale Contract remain in full force and effect, other than any provision that conflicts with the terms and spirit of this Addendum, which shall be deemed to be amended appropriately in order to be consistent with this Addendum.

**IN WITNESS WHEREOF**, this Addendum is effective as of the date first written above.

*[SIGNATURE PAGES TO FOLLOW]*



UChicago Argonne LLC, operator  
of Argonne National Laboratory

By:   
Date: January 18, 2024

DuPAGE WATER COMMISSION

By: \_\_\_\_\_  
James F. Zay, Chairman  
Date: \_\_\_\_\_, 2024

[SEAL]

Attest:

By: \_\_\_\_\_  
Danna M. Mundall, Clerk