



DuPage Water Commission

600 E. Butterfield Road, Elmhurst, IL 60126-4642
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NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING OF THE DUPAGE WATER COMMISSION WILL BE HELD AT 6:00 P.M. ON MONDAY, APRIL 11, 2011, AT 600 EAST BUTTERFIELD ROAD, ELMHURST, ILLINOIS 60126. THE AGENDA FOR THE SPECIAL MEETING IS AS FOLLOWS:

AGENDA

**DUPAGE WATER COMMISSION
SPECIAL MEETING
MONDAY, APRIL 11, 2011
6:00 P.M.**

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

I. Call to Order and Pledge of Allegiance

II. Roll Call

(Majority of the Commissioners then in office—minimum 7)

III. Treasurer Appointment

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

RECOMMENDED MOTION: To confirm Chairman Zay's appointment of XXX to serve as the Treasurer of the DuPage Water Commission, subject to the advice and consent of the DuPage County Board (Roll Call).

IV. Extension/Refinancing of \$40MM Certificate of Debt issued to Northern Trust Bank

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

V. Ordinance No. O-8-11: An Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Amending and Extending the \$40,000,000 Taxable Debt Certificate, Series 2010, of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Pursuant to Agreement with the Original Purchaser

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

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

RECOMMENDED MOTION: To adopt Ordinance No. O-8-11: An Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Amending and Extending the \$40,000,000 Taxable Debt Certificate, Series 2010, of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Pursuant to Agreement with the Original Purchaser (Roll Call).

VI. Payment of Costs Related to the Extension/Refinancing of the \$40 Million Certificate of Debt

(Majority of the Commissioners then in office—minimum 7)

RECOMMENDED MOTION: To authorize the General Manager to make payments totaling \$115,000 to The Northern Trust Company by wire transfer or check as needed for costs associated with the extension of the maturing \$40 million certificate of debt (Roll Call).

VII. Ordinance No. O-7-11: An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Section 2 of Article IX)

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

(TO SUSPEND FIRST READING: Concurrence of 2/3 of the Commissioners Present—minimum 5; maximum 9)

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

RECOMMENDED MOTION: To place Ordinance No. O-7-11: An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Section 2 of Article IX) on First Reading (Voice Vote).

VIII. Resolution No. R-24-11: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with BridgePoint Technologies, LLC. at the April 11, 2011 DuPage Water Commission Meeting

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

RECOMMENDED MOTION: To adopt Resolution No. R-24-11: A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with BridgePoint Technologies, LLC. at the April 11, 2011 DuPage Water Commission Meeting (Roll Call).

IX. Executive Session

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

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

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

X. Settlement and Satisfaction of Downers Grove Contaminated Well Loan

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

RECOMMENDED MOTION: To accept the sum of \$XX in settlement and full satisfaction of all amounts due under the Downers Grove Contaminated Well Loan if paid in full to the Commission on or before April XX, 2011 (Roll Call).

XI. Adjournment

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

REQUEST FOR BOARD ACTION

AGENDA SECTION	ORIGINATING DEPARTMENT Finance
ITEM An Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Amending and Extending the \$40,000,000 Taxable Debt Certificate, Series 2010, of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Pursuant to Agreement with the Original Purchaser Ordinance No. O-8-11	APPROVAL 
<p>Pursuant to Ordinance No. O-8-10, the Commission issued its \$40,000,000 Taxable Debt Certificate, Series 2010, \$40,000,000 of which is currently outstanding and matures on May 1, 2011 (the "2010 Certificate"). Ordinance No. O-8-11 would restructure the debt burden of the Commission by extending the maturity date of the 2010 Certificate from May 1, 2011, to May 1, 2016, with a variable rate of interest that is determined and re-set as frequently as semi-annually, and also by requiring a minimum of \$5MM in annual prepayments of principal.</p>	
MOTION: To adopt Ordinance No. O-8-11.	

ORDINANCE NUMBER O-8-11

AN ORDINANCE of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Amending and Extending the \$40,000,000 Taxable Debt Certificate, Series 2010, of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Pursuant to Agreement with the Original Purchaser.

Adopted by the Board of
Commissioners of Said
Commission on the 11th
day of April 2011

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ORDINANCE NUMBER O-8-11

AN ORDINANCE of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Amending and Extending the \$40,000,000 Taxable Debt Certificate, Series 2010, of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Pursuant to Agreement with the Original Purchaser

PREAMBLES

WHEREAS

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

1. the Water Commission Act of 1985 and Division 135 of Article 11 of the Illinois Municipal Code (collectively, the "*Water Commission Act*");
2. the Local Government Debt Reform Act of the State of Illinois (the "*Debt Reform Act*"), and in particular, the provisions of Section 17 of the Debt Reform Act (the "*Installment Purchase Provisions of the Debt Reform Act*"); and
3. all other Omnibus Bond Acts of the State;

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

B. Pursuant to Ordinance Number O-8-10, passed by the Board of Commissioners of the DuPage Water Commission (the "*Board of Commissioners*") on the 13th day of May 2010, and signed by the Chairman of the Board of Commissioners, and entitled:

AN ORDINANCE of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, authorizing and providing for the issuance of \$40,000,000 Taxable Debt Certificates, Series 2010, evidencing interests in an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for the Commission, and providing for the security for and means of payment under the Agreement and the Certificates

(the "2010 Ordinance"), the Commission issued its \$40,000,000 Taxable Debt Certificate, Series 2010, of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, \$40,000,000 of which is currently outstanding and matures on May 1, 2011 (the "2010 Certificate").

C. The 2010 Certificate was issued to the original purchaser and current owner of the 2010 Certificate, The Northern Trust Company (the "Original Purchaser"), in evidence of the indebtedness incurred pursuant to that certain Installment Purchase Agreement dated as of May 17, 2010 (the "2010 Agreement").

D. The Board of Commissioners has determined that it is necessary and desirable to restructure the debt burden of the Commission by (i) extending the maturity date of the 2010 Certificate from May 1, 2011, to May 1, 2016, (ii) amending the 2010 Certificate to provide for mandatory prepayments of principal and a variable rate of interest that is determined and re-set as frequently as semi-annually, and (iii) amending and restating the 2010 Agreement accordingly.

E. In furtherance thereof, and in accordance with the provisions of the Installment Purchase Provisions of the Debt Reform Act, the Board of Commissioners finds that it is necessary and desirable and in the best interests of the Commission:

1. To authorize an Amended and Restated Installment Purchase Agreement (the "Amended and Restated Agreement") more particularly as described and provided below in the text of this Ordinance;
2. To name as counter-party to the Amended and Restated Agreement the Commission Treasurer (the "Treasurer"), as nominee-seller;
3. To authorize the Chairman of the Board of Commissioners (the "Chairman") and the Commission Clerk (the "Clerk") to execute and attest,

respectively, the Amended and Restated Agreement on behalf of the Commission and to file same with the Clerk in his or her capacity as keeper of the records and files of the Commission; and

4. To amend and extend the 2010 Certificate by exchanging the Taxable Debt Certificate, Series 2010 originally issued under the 2010 Ordinance (the "*Original 2010 Certificate*") for a new newly-issued Amended and Extended Taxable Debt Certificate, Series 2010 of the Commission evidencing the indebtedness incurred under the Amended and Restated Agreement in the amount of \$40,000,000 (the "*Amended and Extended 2010 Certificate*"), in form and having such details as set forth below in the text of this Ordinance.

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

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

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

2010 Agreement

2010 Certificate

2010 Ordinance

Amended and Extended 2010 Certificate

Amended and Restated Agreement

Applicable Law

Board of Commissioners

Chairman

Clerk

Commission

Debt Reform Act

Installment Purchase Provisions of the Debt Reform Act

Original 2010 Certificate

Original Purchaser

State

Treasurer

Water Commission Act

B. The following words and terms are as defined in the 2010 Ordinance.

Book Entry Form

Certificate Fund

Certificate Register

Code

Depository

Purchase Program

Record Date

Related Expenses

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

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

"Certificates" means the Original 2010 Certificate issued under the 2010 Ordinance as well as the Amended and Extended 2010 Certificate and any other

certificate authorized to be issued under the 2010 Ordinance as amended by this Ordinance.

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

“Ordinance” means this Ordinance, numbered as set forth on the title page hereof, and passed by the Board of Commissioners on the 11th day of April 2011.

“Purchase Contract” means the offer to purchase the 2010 Certificate as set forth and attached as Exhibit A to the 2010 Ordinance as supplemented and amended by the offer to amend and extend the 2010 Certificate as set forth and attached hereto as Exhibit A.

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

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

Section 3. Amended and Restated Agreement Is a General Obligation. The Commission hereby represents, warrants, and agrees that the obligation to make the payments due under the Amended and Restated Agreement shall be a lawful direct general obligation of the Commission payable from the corporate funds of the Commission and such other sources of payment as are otherwise lawfully available. The Commission represents and warrants that the total amount due the Seller (which term is hereinafter defined) under the Amended and Restated Agreement, together with all other indebtedness of the Commission, is within all statutory and constitutional debt limitations.

Section 4. Execution and Filing of the Amended and Restated Agreement.

From and after the effective date of this Ordinance, the Chairman and Clerk shall be and they are hereby authorized and directed to execute and attest, respectively, the Amended and Restated Agreement, in substantially the form thereof set forth below in the text of this Ordinance, and to do all things necessary and essential to effectuate the provisions of the Amended and Restated Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Treasurer is hereby authorized and directed to execute the Amended and Restated Agreement. Upon full execution, the original of the Amended and Restated Agreement shall be filed with the Clerk and retained in the Commission records and, together with the 2010 Agreement, shall constitute authority for issuance of the Amended and Extended 2010 Certificate. Subject to such discretion of the officers signatory to the document as described in the foregoing text, the Amended and Restated Agreement shall be in substantially the form as follows:

AMENDED AND RESTATED INSTALLMENT PURCHASE AGREEMENT for purchase of real or personal property, or both, for the purpose of the purchase of water and of improvements and extensions to the existing facilities of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois; dated as of the 1st day of May 2011.

THIS AMENDED AND RESTATED INSTALLMENT PURCHASE AGREEMENT (this "*Amended and Restated Agreement*") made as of the 1st day of May 2011 by and between the Treasurer of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, as Nominee-Seller (the "*Seller*"), and said Commission (the "*Commission*");

WITNESSETH

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

B. Pursuant to the provisions of the Water Commission Act of 1985 and Division 135 of Article 11 of the Illinois Municipal Code (collectively, the "*Water Commission Act*"); the Local Government Debt Reform Act of the State of Illinois (the "*Debt Reform Act*"), and, in particular, the provisions of Section 17 of the Debt Reform Act (the "*Installment Purchase Provisions of the Debt Reform Act*"); and all other Omnibus Bond Acts of the State of Illinois; in each case, as supplemented and amended (collectively "*Applicable Law*"); the Commission has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no

more than 20 years and has the power to issue certificates evidencing indebtedness incurred under such agreements.

C. On the 13th day of May 2010, the Board of Commissioners, pursuant to Applicable Law and the need to provide for the Purchase Program, adopted an ordinance (the “*2010 Ordinance*”), numbered O-8-10, authorizing the borrowing of money for the Purchase Program, the execution and delivery of an Installment Purchase Agreement, dated as of May 17, 2010 to finance same (the “*2010 Agreement*”), and the issuance of \$40,000,000 Taxable Debt Certificates, Series 2010, of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, \$40,000,000 of which is currently outstanding and matures on May 1, 2011 (the “*2010 Certificate*”), evidencing the indebtedness so incurred.

D. On the 11th day of April 2011, the Board of Commissioners, pursuant to Applicable Law and the need to restructure the debt burden of the Commission, adopted an ordinance (the “*Ordinance*”), numbered O-8-11, authorizing the extension of the one-year short term debt incurred to finance the Purchase Program, including the execution and delivery of this Amended and Restated Agreement and the amendment and extension of the 2010 Certificate by exchanging the Taxable Debt Certificate, Series 2010 originally issued under the 2010 Ordinance (the “*Original 2010 Certificate*”) for a new newly-issued Amended and Extended Taxable Debt Certificate, Series 2010 evidencing the indebtedness incurred under the Amended and Restated Agreement in the amount of \$40,000,000 (the “*Amended and Extended 2010 Certificate*”).

- E. The Ordinance and the 2010 Ordinance are
- (a) incorporated herein by reference; and
 - (b) made a part hereof as if set out at this place in full;

and each of the terms as defined in the Ordinance and the 2010 Ordinance are also incorporated by reference for use in this Amended and Restated Agreement. In the event of a conflict between the 2010 Ordinance and the text or definitions of the Ordinance, the text and definitions of the Ordinance shall control.

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

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

1. MAKE AND ACQUIRE PURCHASE PROGRAM

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

2. CONVEYANCE

The Seller agrees to convey each portion of the Purchase Program to the Commission and when required to perform all necessary work and convey all necessary equipment; and the Commission agrees to purchase all real or personal property which is part of the Purchase Program from the Seller and pay for the Purchase Program the purchase price of \$40,000,000 plus the amount of investment earnings which are earned on the amount deposited with the Commission Treasurer from the sale of the Original 2010 Certificate and in no event shall the total aggregate principal purchase price to be paid pursuant to this Amended and Restated Agreement exceed said sum of

\$40,000,000 plus the amount of investment earnings which are earned on the amount deposited with the Commission Treasurer from the sale of the Original 2010 Certificate.

3. PAYMENTS

The payment of the entire sum of \$40,000,000 of said purchase price shall:

(a) be payable in installments due on the dates and in the amounts;

(b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts;

(c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption);

all as provided for payment of the Amended and Extended 2010 Certificate in the Ordinance.

4. ASSIGNMENT

Rights to payment of the Seller as provided in this Amended and Restated Agreement are assigned as a matter of law, under the Installment Purchase Provisions of the Debt Reform Act, to the Original Purchaser for so long as the Original Purchaser owns the Amended and Extended 2010 Certificate and to the owners of any other certificate authorized to be issued under the 2010 Ordinance as amended by the Ordinance (the "*Certificates*"). This Amended and Restated Agreement and any right, title, or interest herein shall not be further assignable so long as the Certificates remain outstanding; *provided, however*, that assignment for the benefit of refunding certificates which may be issued in the future to refund the Certificates shall be permitted. The Certificates, evidencing the indebtedness incurred hereby, are assignable (registrable) as provided in the Ordinance.

5. TITLE

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

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

6. LAWFUL CORPORATE OBLIGATION

The Commission hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of the Commission payable from the corporate funds of the Commission and such other sources of payment as are otherwise lawfully available. The Commission represents and warrants that the total amount due the Seller hereunder, together with all other indebtedness of the Commission, is within all statutory and constitutional debt limitations.

7. GENERAL COVENANT AND RECITAL

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

8. NO SEPARATE TAX

THE SELLER AND THE COMMISSION RECOGNIZE THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF AN AD VALOREM TAX ON PROPERTY OR ANY SEPARATE TAX IN ADDITION TO EXISTING TAXES OF THE COMMISSION OR FOR THE LEVY OF A SPECIAL TAX OF ANY KIND, WHETHER UNLIMITED OR LIMITED AS TO RATE OR AMOUNT, TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

9. DEFAULT

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

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

SELLER: Signature: _____

[NAME]
as Nominee-Seller and the Commission
Treasurer

ATTEST:

Commission Clerk

[SEAL]

DUPAGE WATER COMMISSION

By _____
Chairman of the Board of
Commissioners

ATTEST:

Commission Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF INSTALLMENT PURCHASE AGREEMENT FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting Commission Clerk of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois (the "Commission"), and as such officer I do hereby certify that on the ____ day of April 2011 there was filed in my office a properly certified copy of that certain document, executed by the Chairman of the Board of Commissioners, attested by me in my capacity as Commission Clerk, and further executed, as Nominee-Seller, by the Commission Treasurer of the Commission, also attested by me, dated as of the 1st day of May 2011, and entitled:

AMENDED AND RESTATED INSTALLMENT PURCHASE AGREEMENT for purchase of real or personal property, or both, for the purpose of the purchase of water and of improvements and extensions to the existing facilities of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois; dated the 1st day of May 2011.

and supporting the issuance of certain Taxable Debt Certificates, Series 2010, of the Commission; that attached hereto is a true and complete copy of said Amended and Restated Agreement as so filed; and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of the Commission this ____ day of April 2011.

Commission Clerk

[SEAL]

Section 5. Amended and Extended 2010 Certificate Details. For the purpose of restructuring the debt burden of the Commission by extending the maturity date of the 2010 Certificate from May 1, 2011, to May 1, 2016, with a variable rate of interest determined and re-set as frequently as semi-annually and mandatory prepayments of principal required, the Original Purchaser has agreed to exchange the Original 2010 Certificate for the Amended and Extended 2010 Certificate evidencing the indebtedness incurred under the Amended and Restated Agreement in the amount of \$40,000,000. In exchange for the Original 2010 Certificate, the Amended and Extended 2010 Certificate shall be issued to the Original Purchaser in the aggregate principal amount of \$40,000,000; shall be dated as of May 1, 2011 (the "*Dated Date*"), and shall also bear the date of authentication thereof. The Amended and Extended 2010 Certificate shall be in fully registered form and may, at the option of the Original Purchaser delivered at least five business days prior to the issuance of the Amended and Extended 2010 Certificate, be in Book Entry Form. The Amended and Extended 2010 Certificate shall become due and payable on May 1, 2016 (subject to prior redemption and prepayment as hereinafter stated), and shall bear interest, never to exceed the maximum rate of interest permitted by Section 2 of the Bond Authorization Act (30 ILCS 305/2), at the Formula Rate, defined and determined for each Interest Period as follows:

For the period 5/1/11 to 4/30/16:

That rate which is equal to the lesser of the maximum rate of interest permitted by Section 2 of the Bond Authorization Act (30 ILCS 305/2) or the rate determined as of two Working Days before the beginning of an Interest Period and applicable for such Interest Period (computed on the basis of a 360-day year of twelve 30-day months) as follows:

Specified 6 month or 12 month LIBOR + 1.50%

where "Interest Period" means:

(i) initially, the period commencing on May 1, 2011, and ending six months or 12 months thereafter as selected by the Designated Officials in an irrevocable notice given to the Original Purchaser at least three Working Days prior to May 1, 2011; and

(ii) thereafter, for so long as the Amended and Extended 2010 Certificate bears interest at a rate based upon LIBOR, each period commencing on the first day of the calendar month of the next succeeding Interest Period and ending six months or 12 months thereafter as selected by the Designated Officials in an irrevocable notice given to the Original Purchaser at least three Working Days prior to the last day of the then current Interest Period;

provided, however, that if the Designated Officials shall fail to give notice as provided above, the Commission shall be deemed to have selected an Interest Period of six months; and

provided further, however, that whenever the Amended and Extended 2010 Certificate bears interest at a rate based upon LIBOR, the Commission may elect to convert the Amended and Extended 2010 Certificate to a fixed rate of interest (as set by mutual agreement of the Commission and the Original Purchaser), without premium, penalty, or fee, for a three, four, or five year Interest Period that commences on the first day of the calendar month of the next succeeding Interest Period and ends no later than May 1, 2016, all as may be approved by the Original Purchaser and the Board of Commissioners by ordinance or

resolution duly adopted at least 15 days prior to the last day of the then current Interest Period

where "LIBOR" means:

for any 6 month or 12 month Interest Period (a) the LIBOR Index Rate for such Interest Period, if such rate is available, and (b) if the LIBOR Index Rate cannot be determined, the arithmetic average of the rates of interest per annum (rounded upwards, if necessary, to nearest 1/100 of 1%) at which deposits in U.S. dollars in immediately available funds are offered to the Original Purchaser at 11:00 a.m. (London, England time) two Working Days before the beginning of such Interest Period by three or more major banks in the interbank eurodollar market selected by the Original Purchaser for a period equal to such Interest Period and in an amount equal or comparable to the principal amount of the Amended and Extended 2010 Certificate

where "LIBOR Index Rate" means:

for any 6 month or 12 month Interest Period, the rate per annum (rounded upwards, if necessary, to the next higher one hundred-thousandth of a percentage point) for deposits in U.S. Dollars for a period equal to such Interest Period, which appears on the LIBOR01 Page as of 11:00 a.m. (London, England time) two Working Days before the commencement of such Interest Period

where "LIBOR01 Page" means:

the display designated as "Reuters Screen LIBOR01 Page" (or such other page as may replace LIBOR01 Page on that service or such other service as may be nominated by the British Bankers' Association as the information vendor for the purpose of displaying British Bankers' Association Interest

Settlement Rates for U.S. Dollar deposits)

where "6 month LIBOR" means: LIBOR for an "Interest Period" closest to six months

where "12 month LIBOR" means: LIBOR for an "Interest Period" closest to 12 months

where "Specified 6 month or 12 month LIBOR" means:

LIBOR for a six month or a 12 month Interest Period as specified in an irrevocable notice given by the Designated Officials at least three Working Days before the commencement of such Interest Period

where "Working Day" means: any day on which dealings in foreign currencies and exchange between banks may be carried on in London, England, and in New York, New York

The Amended and Extended 2010 Certificate shall bear interest from the later of its Dated Date, or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Certificate is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on May 1 and November 1 of each year, commencing November 1, 2011. Interest on the Amended and Extended 2010 Certificate, and the principal of or redemption price due on the Amended and Extended 2010 Certificate, shall be paid in the same manner, and following the same procedures, as provided in Subsection 6E of the 2010 Ordinance with respect to the Original 2010 Certificate.

Section 6. Book Entry Provisions. The provisions of Section 7 of the 2010 Ordinance shall apply to the Amended and Extended 2010 Certificate only in the event the Original Purchaser shall have delivered a written request at least five business days prior to the issuance of the Amended and Extended 2010 Certificate.

Section 7. Execution; Authentication. The Amended and Extended 2010 Certificate shall be executed and, upon presentation of the Original 2010 Certificate to the Certificate Registrar, authenticated in accordance with the provisions of Section 8 of the 2010 Ordinance. Upon authentication of the Amended and Extended 2010 Certificate, the Original 2010 Certificate shall be canceled and destroyed by the Certificate Registrar.

Section 8. Redemption. The Amended and Extended 2010 Certificate is subject to optional redemption and prepayment as a whole or in part in integral multiples of \$100,000 on the last day of any Interest Period at the price of 100% of the principal amount thereof plus accrued interest to the redemption and prepayment date; provided, however, that the outstanding principal balance of the Amended and Extended 2010 Certificate shall not exceed the following amounts on May 1 of the years set forth below:

YEAR	AMOUNT (\$)
2012	\$35,000,000
2013	\$30,000,000
2014	\$25,000,000
2015	\$20,000,000

Section 9. Redemption and Prepayment Procedures. The Amended and Extended 2010 Certificate or portion thereof subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures set forth in Section 10 of the 2010 Ordinance except that upon surrender for any partial redemption, there shall be prepared for the registered owner a new Amended and Extended 2010 Certificate of like tenor, of authorized denomination, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal. Alternatively, redemptions may, by agreement of the Designated Officials and the registered owner, occur automatically

and in lieu of a new Amended and Extended 2010 Certificate, the payment by redemption may be noted thereon by the registered owner.

Section 10. Registration of Amended and Extended 2010 Certificate; Persons Treated as Owners. The Amended and Extended 2010 Certificate shall be registered and transferred in accordance with the procedures, and subject to the conditions and limitations, set forth in Section 11 of the 2010 Ordinance.

Section 11. Form of Amended and Extended 2010 Certificate. The Amended and Extended 2010 Certificate shall be in substantially the form hereinafter set forth.

REGISTERED
No. TWO

REGISTERED
\$40,000,000

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTIES OF DUPAGE, COOK AND WILL
DUPAGE WATER COMMISSION
AMENDED AND EXTENDED TAXABLE DEBT CERTIFICATE, SERIES 2010

Interest	Maturity	Dated	
Rate: Formula Rate	Date: May 1, 2016	Date: May 1, 2011	CUSIP: None

Registered Owner: THE NORTHERN TRUST COMPANY

Principal Amount: FORTY MILLION DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, a water commission and unit of local government of the State of Illinois (the "Commission"), hereby acknowledges itself to owe and for value received promises to pay as hereinafter provided to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above (subject to prior redemption and prepayment), the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Amended and Extended 2010 Certificate identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Formula Rate identified below, such interest to be payable on May 1 and November 1 of each year, commencing November 1, 2011, until said Principal Amount is paid or duly provided for. The principal of or redemption price on this Amended and Extended 2010 Certificate is payable in lawful money of the United States of America upon presentation hereof at the office maintained for such purpose of Clerk of the Commission, as paying agent and registrar (the "Certificate Registrar"). Payment of interest shall be made to the

Registered Owner hereof as shown on the registration books of the Commission maintained by the Certificate Registrar at the close of business on the applicable Record Date (the "*Record Date*"). The Record Date shall be the 15th day preceding an interest payment date. Interest shall be paid by check or draft of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar; or as otherwise agreed by the Commission and the Certificate Registrar and either the Original Purchaser of this Amended and Extended 2010 Certificate or a qualified securities clearing corporation as depository, or nominee.

The Formula Rate ("Formula Rate") is hereby defined as follows:

For the period 5/1/11 to 4/30/16:

That rate which is equal to the lesser of the maximum rate of interest permitted by Section 2 of the Bond Authorization Act (30 ILCS 305/2) or the rate determined as of two Working Days before the beginning of an Interest Period and applicable for such Interest Period (computed on the basis of a 360-day year of twelve 30-day months) as follows:

Specified 6 month or 12 month LIBOR + 1.50%

where "Interest Period" means:

(i) initially, the period commencing on May 1, 2011, and ending six months or 12 months thereafter as selected by the Designated Officials in an irrevocable notice given to the Registered Owner at least three Working Days prior to May 1, 2011; and

(ii) thereafter, for so long as the Amended and Extended 2010 Certificate bears interest at a rate based upon LIBOR, each period commencing on the first day of the calendar month of the next succeeding Interest Period and

ending six months or 12 months thereafter as selected by the Designated Officials in an irrevocable notice given to the Registered Owner at least three Working Days prior to the last day of the then current Interest Period;

provided, however, that if the Designated Officials shall fail to give notice as provided above, the Commission shall be deemed to have selected an Interest Period of six months; and

provided further, however, that whenever the Amended and Extended 2010 Certificate bears interest at a rate based upon LIBOR, the Commission may elect to convert the Amended and Extended 2010 Certificate to a fixed rate of interest (as set by mutual agreement of the Commission and the Registered Owner), without premium, penalty, or fee, for a three, four, or five year Interest Period that commences on the first day of the calendar month of the next succeeding Interest Period and ends no later than May 1, 2016, all as may be approved by the Registered Owner and the Board of Commissioners by ordinance or resolution duly adopted at least 15 days prior to the last day of the then current Interest Period

where "LIBOR" means:

for any 6 month or 12 month Interest Period (a) the LIBOR Index Rate for such Interest Period, if such rate is available, and (b) if the LIBOR Index Rate cannot be determined, the arithmetic average of the rates of interest per annum (rounded upwards, if necessary, to nearest 1/100 of 1%) at which deposits in U.S. dollars in immediately available funds are offered to the Original Purchaser at 11:00 a.m. (London, England time) two Working Days before the beginning of such

Interest Period by three or more major banks in the interbank eurodollar market selected by the Original Purchaser for a period equal to such Interest Period and in an amount equal or comparable to the principal amount of the Amended and Extended 2010 Certificate

where "LIBOR Index Rate" means:

for any 6 month or 12 month Interest Period, the rate per annum (rounded upwards, if necessary, to the next higher one hundred-thousandth of a percentage point) for deposits in U.S. Dollars for a period equal to such Interest Period, which appears on the LIBOR01 Page as of 11:00 a.m. (London, England time) two Working Days before the commencement of such Interest Period

where "LIBOR01 Page" means: the display designated as "Reuters Screen LIBOR01 Page" (or such other page as may replace LIBOR01 Page on that service or such other service as may be nominated by the British Bankers' Association as the information vendor for the purpose of displaying British Bankers' Association Interest Settlement Rates for U.S. Dollar deposits)

where "6 month LIBOR" means: LIBOR for an "Interest Period" closest to six months

where "12 month LIBOR" means: LIBOR for an "Interest Period" closest to 12 months

where "Specified 6 month or 12 month LIBOR" means:

LIBOR for a six month or a 12 month Interest Period as specified in an irrevocable notice given by the Designated Officials at least three Working Days before the commencement of such Interest Period

where "Working Day" means: any day on which dealings in foreign currencies and exchange between banks may be carried on in London, England, and in New York, New York

This Amended and Extended 2010 Certificate is issued by the Commission for the purpose of providing funds to pay costs of the Purchase Program and Related Expenses, all as described and defined in the ordinances authorizing the Amended and Extended 2010 Certificate (collectively, the "*Amended and Extended 2010 Certificate Ordinance*"), pursuant to and in all respects in compliance with the applicable provisions of the Water Commission Act of 1985 and Division 135 of Article 11 of the Illinois Municipal Code, as supplemented and amended, and in particular as supplemented by the Local Government Debt Reform Act of the State of Illinois, as amended, and the other Omnibus Bond Acts of the State of Illinois ("*Applicable Law*"), and with the Amended and Extended 2010 Certificate Ordinance, being ordinance numbered O-8-10 which has been duly passed by the Board of Commissioners of the Commission on the 13th day of May 2010, as amended by Ordinance numbered O-8-11 which has been duly passed by the Board of Commissioners of the Commission on the 11th day of April 2011, and signed by the Chairman, in all respects as by law required. This Amended and Extended 2010 Certificate has been issued in evidence of the indebtedness incurred pursuant to a certain Amended and Extended Installment Purchase Agreement (the "*Amended and Restated Agreement*"), dated as of the 1st day of May 2011. The Amended and Restated Agreement has been entered into by and between the Commission and its Commission Treasurer, as Seller-Nominee, and reference is hereby expressly made to same for further definitions and terms and to all the provisions of which the holder by the acceptance of this Amended and Extended 2010 Certificate assents.

This Amended and Extended 2010 Certificate is subject to provisions relating to registration and transfer; redemption and prepayment and notice and procedure for redemption and prepayment; and such other terms and provisions relating to security and payment as are set forth in the Ordinance; to which reference is hereby expressly made; and to all the terms of which the Registered Owner hereof is hereby notified and shall be subject. Any redemption of this Amended and Extended 2010 Certificate may, by agreement of the Commission and the Registered Owner, be evidenced by notation on this Amended and Extended 2010 Certificate in lieu of execution and delivery of a new Amended and Extended 2010 Certificate.

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

ASSIGNMENT

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

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

(Name and Address of Assignee)

the within Amended and Extended 2010 Certificate and does hereby irrevocably constitute and appoint

as attorney to transfer the said Amended and Extended 2010 Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Amended and Extended 2010 Certificate in every particular, without alteration or enlargement or any change whatever.

It is hereby certified and recited that all conditions, acts, and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Amended and Extended 2010 Certificate, including Applicable Law as defined herein, have existed and have been properly done, happened, and been performed in regular and due form and time as required by law; that the obligation to make payments due hereon are a lawful direct general obligation of the Commission payable from the corporate funds of the Commission and such other sources of payment as are otherwise lawfully available; that the total amount due under the Amended and Restated Agreement, represented by the Amended and Extended 2010 Certificate, together with all other indebtedness of the Commission, is within all statutory and constitutional debt limitations. THE OWNER OF THIS AMENDED AND EXTENDED 2010 CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF AN AD VALOREM TAX ON PROPERTY OR ANY SEPARATE TAX IN ADDITION TO EXISTING TAXES OF THE COMMISSION OR FOR THE LEVY OF A SPECIAL TAX OF ANY KIND, WHETHER UNLIMITED OR LIMITED AS TO RATE OR AMOUNT, TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

This Amended and Extended 2010 Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

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

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

ATTEST:

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

[SEAL]

Date of Authentication: May 1, 2011

CERTIFICATE OF AUTHENTICATION

This Certificate is the Amended and Extended Taxable Debt Certificate, Series 2010, of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois described in the within-mentioned Ordinance.

CLERK OF THE DUPAGE WATER COMMISSION
as Certificate Registrar

Certificate Registrar and Paying Agent:

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

Signature

REDEMPTION TABLE

By making entry hereon, the undersigned certifies that it is the sole owner of this Amended and Extended 2010 Certificate, and that it has received payment for principal hereon on the dates and in the amounts indicated:

DATE	AMOUNT REDEEMED (\$)	SIGNATURE OF REGISTERED OWNER

Section 12. Exchange of Certificates. The Designated Officials and other officers of the Commission as shall be appropriate shall be and are hereby authorized and directed to proceed, without any further authorization or direction whatsoever from the Board of Commissioners, to select an initial Interest Period of six months or 12 months and to exchange the Original 2010 Certificate for the Amended and Extended 2010 Certificate evidencing the indebtedness incurred under the Amended and Restated Agreement in the amount of \$40,000,000, and the Designated Officials and any other officers of the Commission as shall be appropriate shall be and are hereby authorized and directed to approve or execute, or both, such closing documents as may be necessary, including, without limitation the offer to amend and extend the 2010 Certificate as set forth and attached hereto as Exhibit A, their execution shall constitute full and complete approval of all terms as shall appear therein.

Section 13. Funds. Funds or accounts for the payment of the principal of and interest on the Amended and Extended 2010 Certificate and funds or accounts to be used to pay costs of the Purchase Program shall be as provided in Section 14 of the 2010 Ordinance.

Section 14. Financial Disclosure and Covenants; Certain Indemnities. The Commission makes the following covenants for the benefit of the Original Purchaser and the owner of the Amended and Extended 2010 Certificate:

A. Upon request of the Original Purchaser at any time, the Commission shall provide proof and verification of all current account balances held with any trustee for the benefit of the owners of any bonds or other obligations of the Commission.

B. The Commission shall obtain the approval of the Original Purchaser prior to issuing any new debt, whether in the form of bonds, notes, or other evidences of

indebtedness, except (i) debt that may in the future be issued to refund or refinance, for debt service savings purposes, all or any portion of the indebtedness represented by the Water Revenue Refunding Bonds, Series 2003, of the Commission originally issued in the amount of \$135,995,000 pursuant to Ordinance No. 0-9-03 adopted August 14, 2003, the Amended and Extended Taxable Debt Certificate, Series 2009, of the Commission originally issued in the amount of \$30,000,000 pursuant to Ordinance No. O-14-09 adopted December 10, 2009, as amended by Ordinance No. O-14-10 adopted December 9, 2010, the Amended and Extended Taxable Debt Certificate, Series 2010, of the Commission originally issued in the amount of \$40,000,000 pursuant to Ordinance No. O-8-10 adopted May 13, 2010, as amended by this Ordinance, and any other debt of the Commission that is currently outstanding or (ii) the first \$5,000,000 of new debt that may in the future be issued to fund other operations such as equipment financing leases. Accounts payable or accrued liabilities incurred in the ordinary course of business do not constitute debt within the meaning of this Subsection 14B.

C. The Commission shall make the certifications and provide the information set forth in paragraphs 2 and 3 under "Other Conditions" in the Purchase Contract.

D. To the fullest extent permitted by law, the Commission agrees to the indemnification of the Original Purchaser as set forth in the penultimate paragraph of the Purchase Contract.

Section 15. Pertaining to the Certificate Registrar. All of the covenants pertaining to the Certificate Registrar in Section 16 of the 2010 Ordinance are hereby continued and reaffirmed with respect to the Amended and Extended 2010 Certificate as if fully set out herein.

Section 16. Defeasance. The defeasance provisions of Section 17 of the 2010 Ordinance shall apply to the Amended and Extended 2010 Certificate.

Section 17. Publication of Ordinance. Under Applicable Law, this Ordinance need not be published.

Section 18. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded, and this Ordinance shall be in full force and effect upon its passage and approval as provided by law.

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2011.

SIGNED: April 11, 2011

Chairman of the Board of Commissioners

Recorded In Commission Records: April 11, 2011.

ATTEST:

Commission Clerk

EXHIBIT A



Northern Trust

Date: April 8, 2011

To: DuPage Water Commission

From: Clark Delanois, Senior Vice President (847) 615-3350
Allan Ambrose, Senior Vice President (312) 557-0945
Christopher Shih, Vice President (312) 444-5660

Re: DuPage Water Commission Debt Certificates Commitment Letter

The Northern Trust Company (“Northern” or the “Bank”) is pleased to offer to you, subject to the terms and conditions hereof, a \$40,000,000 private placement to Northern of the DuPage Water Commission’s Taxable Debt Certificates.

Borrower: DuPage Water Commission (the “Commission”)

Facility: Taxable Debt Certificates (“Certificates”)

Amount: \$40,000,000

Purpose: Refinance existing debt certificates

Delivery: May 1, 2011

Maturity: May 1, 2016

Security: All legally available funds of the Commission will be pledged to pay debt service on the Certificates.

Interest Payment: Paid semi-annual, initiating November 1, 2011

Principal Payment: Outstanding principal balance shall not exceed the following amounts:
May 1, 2012 - \$35,000,000
May 1, 2013 - \$30,000,000
May 1, 2014 - \$25,000,000
May 1, 2015 - \$20,000,000

Commitment Fee: 25 basis points paid upfront

Reset Rate: The Commission may elect a reset rate period of either 6-months or 12-months initially and on any reset rate date.

Pricing: One hundred fifty basis points (150 bps) over the 6 or 12



month Bank LIBOR rate. Indicative rate as of April 1, 2011 for a 6-month fixed rate is 1.96% and for a 12-month fixed rate is 2.29%. The indicative rate is subject to market fluctuations.

- Fixed Rate Option:** A fixed rate option for all or a portion of the outstanding Certificates can be offered for up to the full term of the Certificates on any reset rate date. The rate would be set at a mutually agreeable interest rate. There would be no additional fees or commitments required by the Bank if the Commission chooses to modify the loan to a fixed rate.
- Optional Redemption:** The Commission will have the option to redeem all or a portion of the outstanding principal at any rate reset date.
- Pre-payment Penalty:** If the Commission redeems all or a portion of the Certificates prior to a rate reset date, a charge equal to the cost of redeployment of funds would be applied to any prepayment received prior to the maturity of the rate expiration date.
- Bank Counsel Fee:** \$15,000
- Legal Opinion:** The Commission will supply legal opinion and necessary documentation to ensure that the Certificates are secured by all legally available funds of the Commission.

Loan Documents Covenants

The loan documents would contain such usual types of representations, warranties, covenants, events of default and other conditions as required by Northern, including but not limited to:

1. Commission will not issue additional debt without Bank approval. This excludes:
 - a. Additional debt to refinance the Certificates or any other current outstanding debt of the Commission for debt service savings purposes.
 - b. \$5.0 million not to exceed amount in other operating debt.

Other Conditions

1. The Borrower shall have executed and delivered definitive loan documents ("Loan Documents") containing terms and provisions satisfactory to Northern, and shall have delivered each other document or agreement required to be delivered under the Loan Documents, each duly executed and each containing



Northern Trust

- terms and provisions in form and substance satisfactory to Northern and its counsel.
2. No material adverse change, as determined by Northern, shall occur or be revealed in the condition or operations, financial or otherwise, of the Borrower or any affiliate, subsidiary, or contemplated guarantor of any indebtedness of the Borrower to Northern subsequent to the date hereof.
 3. Borrower will provide reasonable and ongoing financial information requested by the Bank on either the Borrower or any Tenants prior to and ongoing during the duration of subject loan. Information would include financial statements, tax returns, and other information and schedules to affirm repayment ability of Borrower.

Notwithstanding any other provisions of this letter, if any event, including any law or regulation affecting Northern's entering into the financing transactions contemplated hereby shall impose upon Northern any material obligation, fee, liability, loss, penalty, cost, expense or damage, which is not contemplated by this letter, Northern shall have no obligation to fund any Loan to the Borrower.

You hereby agree to indemnify and hold harmless Northern and its directors, officers, employees and agent from and against any and all losses, claims, damages, liabilities and expenses (including, without limitation, fees and disbursements of counsel) which may be incurred by or asserted against any such indemnified party in connection with or arising out of any investigation, litigation, or proceeding, whether or not such indemnified party is a party thereto, related to any transaction or proposed transaction (whether or not consummated) contemplated by this commitment letter or the facility.



Northern Trust

If the foregoing is satisfactory, please sign where indicated below and return a signed copy of this letter to Northern. This commitment letter will expire on the close of business on May 1, 2011 unless accepted by you as provided below or extended in writing by Northern. We look forward to receiving your acceptance and closing this transaction.

Sincerely,
THE NORTHERN TRUST COMPANY

Allan R. Ambrose
Senior Vice President

Accepted and agreed this ____ day
of April, 2011 by:

DUPAGE WATER COMMISSION

By: _____

Title: _____

DATE: April 8, 2011

REQUEST FOR BOARD ACTION

AGENDA SECTION	ORIGINATING DEPARTMENT Finance
ITEM Payment of costs related to the extension of the \$40 million certificate of debt to May 1, 2016	APPROVAL
<p>In extending the maturity of the \$40 million certificate of debt with The Northern Trust Company (Northern), certain fees are to be paid to Northern by the Commission. These fees are:</p> <ul style="list-style-type: none">• A 0.25% (\$100,000) commitment fee, and• A \$15,000 legal fee. <p>Staff is requesting authority for the General Manager to make these payments, totaling \$115,000., to Northern by wire transfer or check as necessary to secure this financing.</p>	
<p>MOTION: To authorize the General Manager to make payments totaling \$115,000 to The Northern Trust Company by wire transfer or check as needed for costs associated with the extension of the maturing of the \$40 million certificate of debt.</p>	

DATE: April 6, 2011

REQUEST FOR BOARD ACTION

AGENDA SECTION	ORIGINATING DEPARTMENT	General Manager's Office
ITEM An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Section 2 of Article IX) Ordinance No. O-7-11	APPROVAL 	
<p>At the March 17, 2011 meeting, and subject to reviewing the results of a survey of all Commission customers concerning managerial check writing authority, the Administration Committee recommended that the disbursements requiring prior Board approval be increased from \$5,000 to \$20,000 in addition to retaining the current exemption for payroll and payroll-related disbursements. A spreadsheet summarizing the customer survey results is attached to this Request for Board Action.</p> <p>In accordance with the By-Laws, the Ordinance cannot be adopted at the same meeting at which it is initially considered unless the first reading procedures of the By-Laws are suspended by a 2/3^{rds} vote of the Commissioners present, in addition to the concurrence of a majority of the appointed Commissioners that is required to pass all Ordinances. It is therefore on First Reading at the April 11, 2011 special meeting, for adoption at the April 21, 2011 regular meeting.</p>		
MOTION: To place Ordinance No. O-7-11 on First Reading.		

DUPAGE WATER COMMISSION

ORDINANCE NO. O-7-11

AN ORDINANCE AMENDING THE
BY-LAWS OF THE DUPAGE WATER COMMISSION
(Amending Section 2 of Article IX)

WHEREAS, the Board of Commissioners of the DuPage Water Commission has determined that it is appropriate and in the best interests of the Commission to amend the Commission's By-Laws, as restated in Ordinance No. O-5-92 and amended by Ordinance Nos. O-1-93, O-1-94, O-14-94, O-10-99, O-7-00, O-11-02, O-2-04, O-11-04, O-12-04, O-1-05, O-11-06, O-7-08, and O-3-10, to modify the approvals required for disbursements;

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

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

SECTION TWO: Amendment. Section 2, entitled "Authorization," of Article IX, entitled "Disbursements," of the Commission's By-Laws shall be, and it hereby is, amended in its entirety so that said Section 2 shall hereafter be and read as follows:

"Section 2. Authorization. All disbursements in excess of \$20,000.00 shall be approved in advance by the Board of Commissioners except for payroll disbursements and disbursements for payroll-related taxes, contributions, and payments. 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."

SECTION THREE: Effective Date. This Ordinance shall be in full force and effect from and after its adoption by a majority affirmative vote of all of the Commissioners, including the affirmative votes of at least one-third of the

Commissioners appointed by the County Board Chairman and 40% of the
Commissioners appointed by the Mayors.

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2011

Chairman

ATTEST:

Clerk

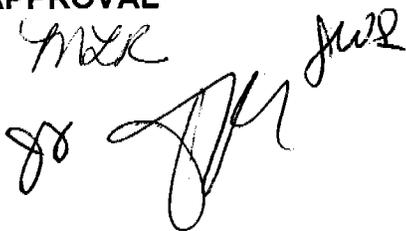
Board/Ordinances/O-7-11.docx

Du Page Water Commission			
City/Village Manager Expenditure Authority Limit Survey			
Municipality	Expenditure Authority Limit without Board approval	Expenditure Authority Limit if Board Approved Contract in place	Notes
Village of Addison	\$ 10,000.00	\$10,000.00 and can approve contract change orders in amounts up to \$5,000.00	After Finance and Policy Committee review, directive to pay is approved at Finance and Policy meeting and then recommendation to Board to pay at Board meeting
Village of Bensenville	\$ 10,000.00	See Note	If Board approved contract, the amount established in the contract is the limit. When considering a change order, the Village Manager could approve if \$10,000.00 or under
Village of Bloomingdale	\$ 10,000.00	Authority to execute payments to contractor/vendor	Regardless of approval authority, all payments are presented to Board for approval prior to release
Village of Carol Stream	\$ 20,000.00	\$ 20,000.00	Village Manager is authorized to enter into contracts for the acquisition of goods and services up to \$20,000.00 without prior Village Board approval
Village of Clarendon Hills	\$ 20,000.00	\$ 20,000.00	
City of Darien	\$ 5,000.00	\$ 5,000.00	
Village of Downers Grove	\$ 15,000.00	\$ 15,000.00	All items \$15,000.00 and over must be approved by the Village Council.
Village of Elmhurst			First email request 03/23/2011; Second email request 03/30/2011
Village of Glendale Heights	\$ 20,000.00	\$ 20,000.00	All expenditures in excess of \$20,000.00 whether previously approved by contract or not must be approved by the Village Board.
Village of Glen Ellyn	\$ 10,000.00	\$ 10,000.00	
Village of Hinsdale	\$ 10,000.00	\$ 10,000.00	
Village of Itasca	\$ 5,000.00	\$ 5,000.00	
Village of Lisle	\$ 1,000.00	\$ 10,000.00	
Village of Lombard	\$ 20,000.00	\$ 20,000.00	
City of Naperville	\$ 100,000.00	\$ 100,000.00	If the City Council approves a multi-year contract, authority is granted for all years covered by the contract with the initial Council approval.
Village of Oak Brook	\$ 15,000.00	\$ 15,000.00	

Du Page Water Commission			
City/Village Manager Expenditure Authority Limit Survey			
Municipality	Expenditure Authority Limit without Board approval	Expenditure Authority Limit if Board Approved Contract in place	Notes
Village of Oak Brook Terrace			First email request 03/23/2011; Second email request 03/30/2011
Village of Roselle	\$ 10,000.00	\$ 10,000.00	Under \$2,500.00 Department Head approval only; \$2,501.00-\$10,000.00 Department Head and Finance Director approval; \$10,001 and above Department Head, Finance Director, Village Administrator and Village Board approval required.
Village of Villa Park	\$ 10,000.00	\$ 10,000.00	All expenditures about the limit of \$10,000.00 require Board approval. If there is an approved contract, the payouts still require Village Board approval.
Village of Westmont	\$ 5,000.00	\$ 5,000.00	For purchases over \$5,000.00, the Village Board must approve the purchase before purchase is made. If Board approved contract, then the purchase does not need to be approved by the Board in advance. All checks are approved as part of the finance ordinance at each meeting.
City of Wheaton	\$ 20,000.00	\$ 20,000.00	Manager shall submit all expenditures for payment to the City Council. All expenditures shall be approved for payment by the City Council.
Village of Willowbrook	See Note	If Board approved a contract, the spending authority limit is consistent with the contract amount. However, in the completion of larger public works type projects, Village policy has been for the Board to approve each payout request through Board action	Staff has authority to approve expenditures of up to \$2,500.00 for services and up to \$5,000.00 for purchases without Board approval on budgeted items. Any expenditures above those amounts, or for unbudgeted items, must first be considered by the Board
Village of Winfield	\$ 10,000.00	\$ 10,000.00	Even for larger contracts, disbursements over \$10,000.00 require formal Board approval
Village of Wood Dale	\$ 10,000.00	\$ 10,000.00	Authority to spend without Board approval is \$1,000.00 for Department Heads and \$10,000.00 for Village Manager
Village of Woodridge	\$ 20,000.00	If it is a Board approved contract, additional authority for check is not requested.	The Board approves the check registers at each meeting
**In addition to above notes: Regardless of approval authority limits, all payments are presented to the Board for review and approval.			

DATE: April 4, 2011

REQUEST FOR BOARD ACTION

AGENDA SECTION	ORIGINATING DEPARTMENT Instrumentation/ Remote Facilities
<p>ITEM A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with BridgePoint Technologies, LLC. at the April 11, 2011 DuPage Water Commission Meeting</p> <p>Resolution No. R-24-11</p>	<p>APPROVAL</p> 
<p>Account Numbers: 01-60-6280 Consulting Services and 01-60-6851 Computers</p> <p>The Commission entered into a master contract with BridgePoint Technologies, LLC. dated July 9, 2009, for computer consulting services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-24-11 would approve the following Task Order under the Master Contract:</p> <p>Task Order No. 4: Firewall Replacement</p> <p>Task Order No. 4 will authorize BridgePoint Technologies, LLC. to purchase, configure/setup, and install one SonicWall NSA firewall in place of the existing Cisco Pix firewalls. The existing Cisco Pix firewalls are not supported anymore by the manufacturer. The hardware was specifically budgeted in this fiscal year.</p> <p>Cost of this Task Order is estimated to not exceed \$10,098.99.</p>	
<p>MOTION: To adopt Resolution No. R-24-11.</p>	

DUPAGE WATER COMMISSION

RESOLUTION NO. R-24-11

A RESOLUTION APPROVING AND RATIFYING CERTAIN
TASK ORDERS UNDER A MASTER CONTRACT
WITH BRIDGEPOINT TECHNOLOGIES, LLC. AT THE
APRIL 11, 2011, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with BridgePoint Technologies, LLC. (the "Consultant") dated July 9, 2009, to provide, from time to time, computer consulting services in connection with various projects of the Commission (the "Master Contract"); and

WHEREAS, the Master Contract sets forth the terms and conditions pursuant to which the Commission will obtain from time to time, and the Consultant will provide from time to time, computer consulting services for such discrete projects as are delineated and described in Task Orders to be approved by the Commission and the Consultant; and

WHEREAS, the Consultant has approved the Task Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 (the "Task Orders");

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

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

SECTION TWO: The Task Orders attached hereto as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined, based upon the representations of

Resolution No. R-24-11

staff and the Consultant, that the circumstances said to necessitate the Task Orders were not reasonably foreseeable at the time the Master Contract was signed, the Task Orders are germane to the Master Contract as signed, and/or the Task Orders are in the best interest of the DuPage Water Commission and authorized by law.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2011.

Chairman

ATTEST:

Clerk

EXHIBIT 1

TASK ORDER NO. 4

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and BridgePoint Technologies, LLC. ("Consultant"), for Consulting Services dated July 9, 2009 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

Firewall Replacement

2. **Services of Consultant:**

Replace the two existing Cisco PIX firewalls with a SonicWall solution.

Purchase, configure/setup, and install one SonicWall NSA 2400.

- Includes 2 year service warranty and content filtering updates.
- Setup all VPN functionality on firewall and for users.
- Recreate failover between Comcast and DSL lines.

3. **Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations:

None

4. **Commencement Date:**

April 12, 2011

5. **Completion Date:**

April 29, 2011

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

Robert Bell, Managing Consultant

Robert Gamboa, Network Engineer

8. **Contract Price:**

For providing, performing and completing all Services, an amount equal to

Consultant's Direct Labor Costs for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

Notwithstanding the foregoing, the total Contract Price shall not exceed \$10,098.99 except as adjusted by a change Order issued pursuant to Section 2.1 of the Contract.

9. **Payments:**

For purposes of payments to Consultant, the value of the Services shall be determined as follows:

Direct labor Costs shall mean the billing rates assigned to all Consultant personnel engaged directly on the Project, whether as owners or employees, as set forth below:

Managing Consultant: \$100.00/hr

Network Engineer: \$100.00/hr

Reimbursable Expenses shall mean the actual expenses incurred by Consultant directly or indirectly in connection with the Project, including expenses for transportation, telephone, postage, computer time and other highly specialized equipment, reproduction and similar Project related items.

10. **Special Safety Requirements:**

None

11. **Modifications to Contract:**

None

12. **Attachments:**

None

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is April 12, 2011.

DUPAGE WATER COMMISSION

By: _____
John Spatz
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: John Schori
Title: Instrumentation and Remote Facilities Supervisor
Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642
E-mail Address: schori@dpwc.org
Phone: (630) 834-0100
Fax: (630) 834-0120

BRIDGEPOINT TECHNOLOGIES, LLC

By: _____
Name: _____
Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Robert Bell
Title: Managing Consultant
Address: 111 West 22nd Street, Oak Brook, IL 60523
E-mail Address: rbell@mybridgepoint.com
Phone: (630) 368-2981
Fax: (630) 368-2983