



DuPage Water Commission

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

NOTICE IS HEREBY GIVEN THAT THE RESCHEDULED MARCH 2006 COMMISSION MEETING OF THE DUPAGE WATER COMMISSION WILL BE HELD AT 1:00 P.M. ON MONDAY, MARCH 20, 2006, AT ITS OFFICES LISTED BELOW. THE AGENDA FOR THE RESCHEDULED MARCH 2006 REGULAR COMMISSION MEETING IS AS FOLLOWS:

AGENDA

**DUPAGE WATER COMMISSION
MONDAY, MARCH 20, 2006
1:00 P.M.**

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

I. Roll Call

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

II. Public Comments

III. Approval of Minutes

A. Special Meeting of February 9, 2006

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

RECOMMENDED MOTION: To approve the Minutes of the February 9, 2006 Special Meeting of the DuPage Water Commission (Voice Vote).

B. Regular Meeting of February 9, 2006

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

RECOMMENDED MOTION: To approve the Minutes of the February 9, 2006 Regular Meeting of the DuPage Water Commission (Voice Vote).

IV. Treasurer's Report – February 2006

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

RECOMMENDED MOTION: To accept the February 2006 Treasurer's Report (Voice Vote).

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

V. Committee Reports

A. Administration Committee

- No meeting scheduled

B. Engineering & Construction Committee

1. Report of 3/20/06 Meeting
2. Actions on Items Listed on 3/20/06 Engineering Committee Agenda

C. Finance Committee

1. Report of 3/20/06 Meeting
2. Actions on Items Listed on 3/20/06 Finance Committee Agenda

VI. Chairman's Report

VII. Omnibus Vote Requiring Majority Vote

A. Resolution No. R-8-06: A Resolution Amending the DuPage Water Commission Flexible Benefits Plan

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

B. Resolution No. R-10-06: A Resolution Directing Advertisement for Bids on a Contract for the Construction of Hydrodynamic Mixing System for Tank Site No. 4 East (Contract SS-5/06)

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

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

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

A. Ordinance No. O-3-06: An Ordinance Approving and Authorizing the Execution of a Water Purchase and Sale Contract Between the DuPage Water Commission and the County of DuPage

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)

B. Resolution No. R-9-06: A Resolution Approving and Ratifying Certain Task Orders under a Master Contract with Cathodic Protection Management, Inc. at the March 20, 2006, DuPage Water Commission Meeting

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

- C. Resolution No. R-11-06: A Resolution Approving a First Amendment to Task Order No. 2 under the Master Contract with Cathodic Protection Management, Inc.

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

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

IX. Old Business

- Summary of Action Taken Since Previous Meeting

X. New Business

XI. Accounts Payable

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

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$9,103.22 subject to submission of all contractually required documentation (Roll Call).

XII. Public Comments

XIII. Executive Session

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

RECOMMENDED MOTION: To go into Executive Session to discuss 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).

XIV. Adjournment

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

**MINUTES OF A SPECIAL MEETING OF THE
DuPAGE WATER COMMISSION
HELD ON THURSDAY, FEBRUARY 9, 2006
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Vondra at 5:14 P.M.

Commissioners in attendance: E. Chaplin, T. Feltes (by Teleconference), R. Ferraro (as of 6:04 P.M.), L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga, and M. Vondra

Commissioners Absent: R. Benson

Also in attendance: R. Martin, R. M. Richter, M. Crowley, C. Johnson, E. Kazmierczak, F. Frelka, T. McGhee, J. Schori, and K. Godden

Chairman Vondra started the meeting by asking General Manager Martin to begin his presentation on Emergency Operations and Maintenance at the Lexington Pumping Station in the event of a loss of electrical service.

The General Manager concluded the "Maintenance" portion of the presentation by recommending that the Commission and the Chicago Department of Water Management perform joint maintenance at the Lexington Pumping Station, where Chicago would continue the actual operation and maintenance of the Lexington Pumping Station, the parties would jointly inspect the station on a monthly basis, and the Commission would finance and provide unbudgeted or high cost items. The General Manager noted staff is recommending this alternative because it appears to be the only alternative acceptable to Chicago.

After Commissioner Vrdolyak confirmed that some, but not all, of the deficiencies identified by staff during the December 2005 and January 2006 joint inspections had been corrected, Chairman Vondra suggested staff prepare a draft of the Intergovernmental Agreement detailing the joint maintenance relationship as every other angle of obtaining an agreement in principle from Chicago had been exhausted. General Manager Martin confirmed that staff would prepare a draft for the Board's review. Commissioner Hartwig suggested the draft agreement include provisions designed to expedite corrective action on identified maintenance deficiencies such as defining the circumstance under which Commission financing and performance of corrective action would be triggered. Chairman Vondra suggested establishing pre-approved cost limits for categories of repairs likely to be needed in order to avoid the need for City Council approval of every project.

Commissioner Hartwig moved to direct staff to draft an Intergovernmental Agreement with the City of Chicago concerning joint maintenance of the Lexington Pumping Station. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All vote aye. Motion carried.

Minutes of the 2/9/06 Special Meeting

General Manager Martin then continued with the "Emergency Operations" portion of his presentation. After the General Manager concluded with staff's recommendation that back-up generation be constructed at the DuPage Pumping Station and the Commission pay half of the cost of back-up generation at the Lexington Pumping Station, also known as the "fully centralized back-up generation option," Chairman Vondra broke down the various items for discussion:

- Centralized versus decentralized back-up generation,
- Verification of engineering data, and
- Advantages versus disadvantages

Commissioner Wilcox noted there seemed to be consensus on a centralized approach to back-up generation but the method of obtaining that centralized back-up generation is where Commissioners differ. Commissioner Wilcox moved to direct staff to proceed with the planning and engineering of generator facilities at both the DuPage and Lexington Pumping Stations as recommended by staff and to hire, through an RFP process, a third-party engineer to value engineer other alternatives suggested by Commissioners, the scope of the RFP to be approved by the Board after review and approval by the Engineering and Construction Committee. Seconded by Commissioner Zeilenga.

Commissioner Hartwig asked Commissioner Wilcox to identify the alternatives intended to be value engineered under Commissioner Wilcox's motion. Commissioner Wilcox identified alternatives such as the appropriate benchmark for emergency service (e.g. 2024 average day or something less); the type of switchgear needed (automatic or manual); and the type of generators needed (portable or fixed-in-place; regular or peak shaving); *etc.* Commissioner Murphy agreed with Commissioner Wilcox's statement that there seemed to be consensus on a centralized approach to back-up generation but was unsure about Commissioner Wilcox's value engineering suggestion. Commissioner Murphy asked for the General Manager's opinion. General Manager Martin responded that proceeding with existing plans and engineering while at the same time value engineering alternatives that may change those existing plans and engineering did not make sense.

Commissioner Chaplin observed that it is important to research all aspects of back-up generation, including the advantages of portable generators that had not been identified by staff, to ensure the Commissioners are getting all of the facts. Commissioner Zeilenga expressed his concerns on various issues regarding the Lexington Pumping Station generators: Liability and maintenance issues; the need for a written agreement regarding access to the land and pumping station; and obtaining a commitment letter from Chicago regarding the space to build the generator and Chicago's cost participation.

Commissioner Ferraro entered the meeting at 6:04 P.M.

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After Commissioner Wilcox as the movant, and Commissioner Zeilenga, as the seconder, agreed to withdraw the pending motion (and second) in order for the value engineering portion of the motion to be considered separately, Commissioner Wilcox moved to hire, through an RFP process, a third-party engineer to value engineer the other alternatives suggested by the Commissioners, the scope of the RFP to be approved by the Board after review and approval by the Engineering and Construction Committee. Seconded by Commissioner Poole. After discussion regarding centralized and decentralized back-up generation, Commissioner Wilcox as the movant, and Commissioner Poole, as the seconder, agreed to withdraw the pending value engineering motion (and second), Commissioner Wilcox moved to approve the concept of centralized back-up generation at both the DuPage and Lexington Pumping Stations. Seconded by Commissioner Poole and unanimously approved by a Voice Vote.

All vote aye. Motion carried.

After discussion regarding the scope of the proposed value engineering review and clarification that any value engineering should be limited to centralized back-up generation aspects only, Commissioner Wilcox moved to direct staff to proceed with the Lexington Pumping Station Feasibility Study for On-Site Generation using Greeley and Hansen (in conjunction with McDonough Associates) at a cost not-to-exceed \$90,000 and hire, through an RFP process, a third-party engineer to value engineer, for centralized back-up generation aspects only, (i) the Greeley and Hansen Lexington Pumping Station Feasibility Study and (ii) the Camp Dresser & McKee 30% Engineering Plans for the Back-Up Generation Facilities at the DuPage Pumping Station. Seconded by Commissioner Poole and unanimously approved by a Roll Call Vote:

Ayes: E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga, and M. Vondra

Nays: None

Absent: R. Benson

General Manager Martin then began his presentation regarding the Fiscal Year 2006-2007 Capital Improvement Plan.

During the presentation, Commissioner Wilcox asked what "numerous failures" meant when referring to the originally installed hollow core risers during the performance of the valve/exercise programs. Ed Kazmierczak, Pipeline Supervisor, explained that the valves are snapping due to the hollow core corroding and, therefore, needed replacing.

After the General Manager concluded his presentation, Commissioner Mathews questioned where the money for the approximately \$65 million plan was coming from when the 2005-2006 Capital Improvement Plan totaled approximately \$40 million. Former Financial Administrator, Rick Skiba, responded that approximately \$14 million scheduled for expenditure in the current year had not been expended, sales tax collections were more favorable than previously anticipated, and there is a reduced

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reliance on sales taxes to subsidize the water rate, all of which contributed to additional funds being available for Capitol Improvement Plan projects.

To expedite the Board's consideration of the proposed Fiscal Year 2006-2007 Capital Improvement Plan, Chairman Vondra took each proposed project in turn to assess the level of support or opposition. As a result, the three proposed projects for which there was not unanimous support, the Material and Equipment Storage Facilities, the Garage/Office Building, and the 30 Million-Gallon Reservoir, were assigned by Chairman Vondra to the Finance and to the Engineering and Construction Committees for further consideration at the March 2006 Committee meetings.

Commissioner Poole then presented three spreadsheets to the Commissioners, copies of which were telecopied to Commissioner Feltes, summarizing his proposed alternate Fiscal Year 2006-2007 Capital Improvement Plan. Commissioner Poole highlighted the differences between the Fiscal Year 2006-2007 Capital Improvement Plan as proposed by staff and his proposal: Acceleration of the 30 Million-Gallon Reservoir and the Back-Up Generation Facilities at the DuPage Pumping Station so that they would be constructed simultaneously, defeasing the Commission's outstanding debt at the earliest opportunity, and eliminating the Commission's sales tax in Fiscal Year 13-14 when the Commission was debt free. Commissioner Poole also noted that because the Commission's water rate was established by the Board every year, he used a water rate of \$1.65 rate after Fiscal Year 2006-2007 rather than the \$1.45 rate used by staff.

Chairman Vondra then proceeded to discuss the water rate for 2007 and asked staff if the Commission didn't establish a water rate of \$1.45, whether the water rate would automatically default back to a water rate of \$1.65. General Manager Martin confirmed that, for so long as the rate freeze mandated by PA93-0226 was in effect, the water rate would revert back to the \$1.65 if the Board did not act to establish a different rate.

Commissioner Poole moved to defease the Commission's outstanding General Obligation Bonds as soon as possible in Fiscal Year 2006-2007 and set the average wholesale water rate at \$1.45 per 1,000 gallons. Seconded by Commissioner Wilcox.

Commissioner Mathews commented that the Commission is not ready to vote on the decision of defeasing the General Obligation Bonds and, therefore, Commissioner Mathews moved to table Commissioner Poole's motion until the March 2006 meeting. Seconded by Commissioner Ferraro and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Mathews moved to direct staff to distribute the Tentative Draft Management Budget for Fiscal Year 2006 – 2007, as presented except without the draft Fiscal Year 2006-2007 Capital Improvement Plan, to the Commission's customer utilities. Seconded by Commissioner Poole and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

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Commissioner Wilcox moved to adjourn the meeting at 7:25 P.M. Seconded by Commissioner Chaplin and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

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**MINUTES OF A MEETING OF THE
DuPAGE WATER COMMISSION
HELD ON THURSDAY, FEBRUARY 9, 2006
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Vondra at 7:37 P.M.

Commissioners in attendance: E. Chaplin, T. Feltes (by Teleconference), R. Ferraro, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga, and M. Vondra

Commissioners Absent: R. Benson

Also in attendance: R. Martin, R. M. Richter, M. Crowley, C. Johnson, E. Kazmierczak, F. Frelka, T. McGhee, J. Schori, and K. Godden

PUBLIC COMMENTS

None

APPROVAL OF MINUTES

After noting that the word "assessor" on page 6 should be changed to the word "collector," Commissioner Mathews moved to approve the Minutes of the January 12, 2006 Regular Meeting of the DuPage Water Commission as revised. Seconded by Commissioner Hartwig and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Chaplin moved to approve the Minutes of the January 12, 2006 Executive Session of the DuPage Water Commission. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

TREASURER'S REPORT

In Treasurer R. Thorn's absence, Financial Administrator Richter presented the Treasurer's Report for the month of January 2006 which showed receipts of \$6,426,367.00, disbursements of \$3,556,512.00, and a cash and investment balance of \$154,411,594.00.

Commissioner Chaplin moved to accept the January 2006 Treasurer's Report. Seconded by Commissioner Ferraro and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

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COMMITTEE REPORTS

Special Subcommittee Meeting

No quorum

Special Meeting

No report

Administration Committee

No meeting scheduled

Engineering Committee

No meeting scheduled

Finance Committee

No meeting scheduled

CHAIRMAN'S REPORT

Due to conflicting schedules with at least 5 of the Commissioners, Chairman Vondra noted he would be suggesting rescheduling the March 2006 meeting but was deferring that discussion until after the proposed DuPage County Subsequent Customer Agreement had been discussed.

With respect to the appropriate memorial for former General Manager Holzward, Commissioners Murphy and Chaplin volunteered to poll the Commissioners as to their preference between re-naming the DuPage Pumping Station and installing a memorial plaque in the entrance foyer with the goal of achieving unanimity.

MAJORITY OMNIBUS VOTE AGENDA

Commissioner Murphy moved to adopt the items listed on the Majority Omnibus Vote Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Wilcox and unanimously approved by a Roll Call Vote:

Majority Omnibus Vote

Ayes: E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga, and M. Vondra

Nays: None

Absent: R. Benson

Minutes of the 2/9/06 Meeting

- Item 1: Ordinance No. O-1-06: An Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, Abating the 2005 Tax Levy for the \$93,970,000 General Obligation Water Refunding Bonds, Series 2001, of the Commission—"Majority Omnibus Vote"
- Item 2: Ordinance No. O-2-06: An Ordinance Transferring Appropriations Within Certain Funds for the Fiscal Year Commencing May 1, 2005 and Ending April 30, 2006—"Majority Omnibus Vote"
- Item 3: Resolution No. R-6-06: A Resolution Approving and Authorizing the Execution of A New Pricing Schedule to the Master Electricity Supply Agreement with Constellation NewEnergy, Inc.—"Majority Omnibus Vote"
- Items 4: Resolution No. R-7-06: A Resolution Retaining Nugent Consulting Group for Insurance and Risk Management Consulting Services—"Majority Omnibus Vote"

SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA

None

OLD BUSINESS

Commissioner Wilcox moved to authorize the General Manager to retain the services of a financial advisor, if needed and at a cost not-to-exceed \$10,000, in connection with the potential defeasance of the Commission's general obligation bonds. Seconded by Commissioner Ferraro and unanimously approved by a Roll Call Vote:

Ayes: E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga, and M. Vondra

Nays: None

Absent: R. Benson

Commissioner Ferraro moved to call a meeting of the Charter Customers for the purposes of making the list of three independent consulting engineering firms or individuals, three independent financial consulting firms or individuals, and three competent attorneys or legal firms pursuant to, and in accordance with and as required by, Section 12(c) of the Charter Customer Contract; the date, time, and place of such meeting shall be determined by the General Manager. Seconded by Commissioner Wilcox and unanimously approved by a Roll Call Vote:

Ayes: E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga, and M. Vondra

Nays: None

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Absent: R. Benson

Chairman Vondra suggested staff develop a scope of review for the independent engineering, financial, and legal consultants in order to expedite the Section 12(c) review process. Commissioner Murphy expressed his preference for amending the Charter Customer Contract to require less than unanimous consent of the Charter Customers to waive the Section 12(c) process, noting that 22 of the 23 Charter Customers formally voted to approve the Section 12(c) waiver and that the contract amendment process would be more timely and less expensive than the Section 12(c) process.

Commissioner Murphy moved to request that the Charter Customer Contract be amended to add the ability to waive compliance with the requirements of Section 12(c) upon the consent of the Commission and less than unanimous consent of the Charter Customers and to call a joint meeting of representatives of the governing bodies of the Charter Customers for the purposes of considering the requested changes; the date, time, and place of such meeting shall be determined by the General Manager. Seconded by Commissioner Ferraro.

Commissioner Mathews commented that he disagrees with amending a contract to take away the rights of one party believing it sets a bad precedent for future customers. Commissioner Mueller did not think the Commission should be initiating the Charter Customer Contract amendment but, rather, simply acting upon the Village of Carol Stream's request to amend the contract.

After Commissioner Murphy as the movant, and Commissioner Ferraro, as the seconder, agreed to withdraw the pending motion (and second), Commissioner Murphy moved to call a joint meeting of representatives of the governing bodies of the Charter Customers for the purposes of considering the changes to the Charter Customer Contract requested by the Village of Carol Stream; the date, time, and place of such meeting shall be determined by the General Manager. Seconded by Commissioner Ferraro and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

NEW BUSINESS

Chairman Vondra addressed the request received from the Brookfield-North Riverside Water Commission for a supplemental supply of water from the Commission. Chairman Vondra noted there would be no benefit to the Commission, other than monetary, should the Commission consider Brookfield-North Riverside's request.

Commissioner Murphy referred everyone to an article that was recently distributed in the Items of Interest titled "Lake Michigan water extraction nearing capacity" which warns that development and population growth are outpacing the supply of all water sources. In keeping with those warnings, Commissioner Murphy questioned why the

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Commission should give away capacity that is meant for Commission customers in DuPage County.

Commissioner Murphy moved to direct staff to communicate to the Brookfield-North Riverside Water Commission that the Board considered Brookfield-North Riverside's request for supplemental service and determined it not to be in the Commission's best interests to engage in discussions at this time. Seconded by Commissioner Zeilenga and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

ACCOUNTS PAYABLE

Commissioner Ferraro moved to approve the Accounts Payable in the amount of \$30,826.03 subject to submission of all contractually required documentation. Seconded by Commissioner Hartwig and unanimously approved by a Roll Call Vote:

Ayes: E. Chaplin, T. Feltes, R. Ferraro, L. Hartwig, G. Mathews, W. Mueller, W. Murphy, A. Poole, J. Vrdolyak, G. Wilcox, D. Zeilenga, and M. Vondra

Nays: None

Absent: R. Benson

PUBLIC COMMENTS

None

EXECUTIVE SESSION

After confirming there was no need for the Board to go into Executive Session, Chairman Vondra revisited the possibility of changing the date of the March meeting to take place after the pending Charter Customer meeting. It was the consensus of the Commissioners present that the March 2006 Commission Meeting be rescheduled to 1:00 P.M. on Monday, March 20, 2006.

Commissioner Ferraro moved to adjourn the meeting at 8:28 P.M. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

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DU PAGE WATER COMMISSION
WATER FUND
CASH BASIS GENERAL LEDGER
STATEMENT OF REVENUES & EXPENDITURES
FEBRUARY 28, 2006

	CURRENT MONTH			YEAR TO DATE		
	FY 2006	FY 2005	INC - (DEC)	FY 2006	FY 2005	INC - (DEC)
REVENUE						
WATER SALES	\$ 3,411,220	3,420,231	(9,011)	43,264,792	42,627,918	636,874
SALES TAX	2,852,362	2,688,268	164,094	28,070,915	27,256,434	814,481
INVESTMENT INCOME	225,611	(65,901)	291,512	3,444,243	1,087,112	2,357,131
OTHER INCOME	-	817	-	210	110,622	(110,412)
TOTAL REVENUE	6,489,193	6,043,415	446,595	74,780,160	71,082,086	3,698,074
EXPENSES						
PERSONAL SERVICES	157,771	248,401	(90,630)	2,434,118	4,933,007	(2,498,889)
PROFESSIONAL SERVICES	7,346	6,115	1,231	65,471	188,439	(122,968)
CONTRACTUAL SERVICES	22,326	72,393	(50,067)	382,586	669,997	(287,411)
INSURANCE	71,190	5,967	65,223	694,835	760,061	(65,226)
ADMINISTRATIVE COSTS	10,533	15,386	(4,853)	190,389	122,921	67,468
WATER SUPPLY COSTS	3,407,865	3,487,910	(80,045)	41,783,618	34,633,423	7,150,195
BOND PRINCIPAL & INTEREST EXPENSE	-	-	-	18,493,319	19,427,923	(934,604)
LAND AND RIGHT OF WAY	-	2,991	(2,991)	2,991	3,491	(500)
CAPITAL EQUIPMENT PURCHASES	14,707	13,957	750	1,842,230	137,217	1,705,013
TOTAL OPERATING EXPENSES	3,691,738	3,853,120	(161,382)	65,889,557	60,876,479	5,013,078
NET OPERATING INCOME	2,797,455	2,190,295	607,977	8,890,603	10,205,607	(1,315,004)
=====						
FUNDS CONSIST OF:						
				February 28, 2006	February 28, 2005	
PETTY CASH				800	800	
CASH AT BANK ONE				7,526	6,081	
CASH AT OAKBROOK BANK LOCK BOX				284,481	351,255	
CASH AT VILLA PARK TRUST & SAVINGS				64,696	3,111	
TOTAL CASH				357,503	361,247	
	February 28, 2006	February 28, 2005	% CHANGE			
ILLINOIS FUNDS MONEY MARKET	14.04%	9.5%	34.3%	22,104,002	16,461,005	
ILLINOIS FUNDS PRIME FUND	16.31%	14.3%	3.5%	25,687,627	24,820,989	
GOVERNMENT MONEY MARKET FUNDS	7.39%	13.9%	-51.8%	11,639,532	24,129,176	
U. S. TREASURY INVESTMENTS	13.89%	5.1%	149.4%	21,867,533	8,769,406	
U. S. AGENCY INVESTMENTS	31.54%	42.0%	-31.8%	49,658,006	72,842,235	
CERTIFICATES OF DEPOSIT	16.83%	15.3%	0.0%	26,500,000	26,500,000	
TOTAL INVESTMENTS	100.0%	100.0%	-12.5%	157,456,700	173,522,811	
TOTAL FUNDS				157,814,203	173,884,058	
=====						

NOTE 1 - NEGATIVE AMOUNT DUE TO MATURITY OF INVESTMENT PURCHASED AT ABOVE PAR PRICE

DATE: March 9, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	Finance
ITEM	A Resolution Amending the DuPage Water Commission Flexible Benefits Plan Resolution No. R-8-06	APPROVAL	
Account Number: 01-60-6122			
<p>Pursuant to Resolution No. R-2-05, the Commission adopted a Flexible Benefits Plan to more closely achieve employee benefits that are competitive with those offered by other, similar employers to similar employees, and to lower tax costs for both the Commission and employees by allowing for pre-tax deductions. Under the Flexible Benefits Plan, participants use a salary conversion arrangement through which they use pre-tax dollars to pay for (1) their share of the costs of health insurance premiums (Pre-tax Insurance Premium Benefit), (2) medical costs not covered by the Commission's health care plan (Health FSA Benefit), and (3) dependent care coverage (Dependent Care FSA Benefit).</p> <p>Pursuant to Internal Revenue Service Notice 2005-42, a two-and-one-half-month "grace period" has been provided in which participants can use up amounts remaining in their flexible spending accounts at the end of a plan year. Resolution No. R-8-06 would amend the Commission's Flexible Benefits Plan accordingly.</p>			
MOTION: To approve Resolution No. R-8-06.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-8-06

A RESOLUTION AMENDING THE
DuPAGE WATER COMMISSION FLEXIBLE BENEFITS PLAN

WHEREAS, pursuant to Resolution No. R-2-05, the Commission adopted a Flexible Benefits Plan to more closely achieve employee benefits that are competitive with those offered by other, similar employers to similar employees, and to lower tax costs for both the Commission and employees by allowing for pre-tax deductions; and

WHEREAS, pursuant to Internal Revenue Service Notice 2005-42, a two-and-one-half-month "grace period" has been provided in which participants can use up amounts remaining in their flexible spending accounts at the end of a plan year;

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

SECTION ONE: Recitals. 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: Amendment to Section 2.01. Article II, Section 2.01 is hereby amended to add a definition of the grace period:

- () Grace Period means the two and one-half month period immediately following the last day of the Plan Year.

SECTION THREE: Amendment to Sections 10.02, 10.04, 10.05, 10.07, 10.08, and 10.09. Article X, Sections 10.02, 10.04, 10.05, 10.07, 10.08, and 10.09 are hereby amended to reflect that the Participant may incur a Qualified Health Care Expense during the Grace Period, and such expense will be treated as if it was incurred during

the Plan Year immediately preceding the Grace Period. The Participant must apply for reimbursement no later than March 31 following the end of the Plan Year.

SECTION FOUR: Amendment to Sections 11.02, 11.03, 11.07, 11.08, 11.09 and 11.11. Article XI, Sections 11.02, 11.03, 11.07, 11.08, 11.09 and 11.11, are hereby amended to reflect that the Participant may incur Dependent Care Expenses during the Grace Period, and such expense will be treated as if it was incurred during the Plan Year immediately preceding the Grace Period. The Participant must apply for reimbursement no later than March 31 following the end of the Plan Year.

SECTION FIVE: Effective Date. The Amendment shall be effective as of January 1, 2006, and this Resolution shall be in full force and effect from and after its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED THIS ____ DAY OF _____, 2006.


Chairman

ATTEST:

Clerk

DATE: March 9, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	A Resolution Directing Advertisement for Bids on a Contract for the Construction of Hydrodynamic Mixing System for Tank Site No. 4 East (Contract SS-5/06) Resolution No. R-10-06	APPROVAL 	
Account Number: 01-60-7610			
<p>At the February 9, 2006, meeting, the Board approved the distribution of the Tentative Draft Management Budget for Fiscal Year 2006-2007 which included the construction of a Hydrodynamic Mixing System for Tank Site #4 East at 75th Street in Lisle Township near Naperville. Resolution No. R-10-06 would authorize the advertisement for bids for this project and establish requirements necessary for the bidding, for the awarding of the contract, and for the approval of the contractor's bonds.</p>			
MOTION: To approve Resolution No. R-10-06.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-10-06

A RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS
ON A CONTRACT FOR THE CONSTRUCTION OF
HYDRODYNAMIC MIXING SYSTEM FOR TANK SITE NO. 4 EAST
(Contract SS-5/06)

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

SECTION ONE: Advertisement for Bids. The General Manager is hereby authorized and directed to advertise for bids for the contract entitled "Contract for the Construction of Hydrodynamic Mixing System for Tank Site No. 4 East—Contract SS-5/06" (the "Contract").

SECTION TWO: Notice Inviting Bids. The Notice inviting bids on the Contract shall be in substantially the form of the "Invitation for Bidder's Proposals" attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A.

SECTION THREE: Requirements for Bidding. Sealed envelopes or packages containing proposals for the performance of the Contract shall be submitted to the Commission in accordance with the "General Instructions to Bidders" substantially in the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit B, and the "Special Instructions to Bidders" substantially in the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit C.

SECTION FOUR: Awarding of Contract. The Commission will award the Contract to the bidder whose proposal is found to be in the best interests of the Commission. The bidder who is to receive an award shall be determined in accordance with Article VIII of the Commission By-Laws, the General Instructions to Bidders

substantially in the form attached hereto as Exhibit B, and the Special Instructions to Bidders substantially in the form attached hereto as Exhibit C.

SECTION FIVE: Approval of Bonds. The approval of the contractor's faithful performance bonds shall be subject to the requirements set forth under the subheading "Performance and Payment Bonds" in the Invitation for Bidder's Proposals attached hereto as Exhibit A.

SECTION SIX: Effective Date. This resolution shall be in full force and effect from and after its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2006.

Chairman

ATTEST:

Clerk

EXHIBIT A

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
HYDRODYNAMIC MIXING SYSTEM FOR TANK SITE NO. 4 EAST
CONTRACT SS-5/06

INVITATION FOR BIDDER'S PROPOSALS

OWNER:
DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642

ENGINEER: Consoer Townsend Envirodyne
Engineers, Inc.
303 East Wacker Drive
Chicago, Illinois 60601

1. Invitation to Bid

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

Furnishing of all labor, materials, equipment, and design for construction of a hydrodynamic mixing system for the 5.0 MG east standpipe at Tank Site No. 4, including painting and rechlorination of the standpipe.

The Work shall be performed at the following Work Site:

Owner's Tank Site No. 4, which is located on 75th Street just east of Palamino Drive in unincorporated Lisle Township, DuPage County, Illinois, and contains two, 5 MG standpipes.

2. Defined Terms

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

3. The Bid Package

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;

INVITATION

- (3) Special Instructions to Bidders;
- (4) Addenda, if issued;
- (5) Bidder's Proposal;
- (6) Bidder's Sworn Acknowledgement;
- (7) Bidder's Sworn Work History Statement;
- (8) Other Information Submitted by Bidder, if requested;
- (9) Notice of Award; and
- (10) Contract, including all of its Attachments and Appendices, if any.

4. **Inspection and Examination**

The Bid Package may be examined at the office of Owner and Engineer as listed above. A copy of the Bid Package may be purchased at the office of Engineer upon payment of \$[TO BE DETERMINED] per set, which fee is nonrefundable. Persons requesting documents to be sent by mail shall include an additional \$10.00 per set to cover postage and handling. In making copies of the Bid Package available to prospective Bidders, Owner and Engineer do so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until 1:00 p.m., local time, [TO BE DETERMINED], 2006, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

INVITATION

6. Bid Security, Bonds and Insurance

A. Bid Security. Each Bidder's Proposal shall be accompanied by a security deposit of at least ten percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide.

B. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, in the forms included in Appendices to the Contract and from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds on forms provided by, or otherwise acceptable to, Owner, upon award of the Contract to Bidder.

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

DATED this ____ day of March, 2006.

DUPAGE WATER COMMISSION

By: /s/ Robert L. Martin
General Manager

EXHIBIT B

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
HYDRODYNAMIC MIXING SYSTEM FOR TANK SITE NO. 4 EAST
CONTRACT SS-5/06

GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Documents Included in Bid Package

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner or Engineer. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner or Engineer, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner and Engineer assume no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner or Engineer ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner or Engineer on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

GENERAL INSTRUCTIONS

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner or Engineer a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

2. Calculation of Unit Price Proposals

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Engineer's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. Prevailing Wages

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. A copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of the Invitation for Bidder's Proposals, is included in the Bid Package. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

4. Taxes and Benefits

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

GENERAL INSTRUCTIONS

5. Permits and Licenses

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

6. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package may be removed from the Bid Package prior to preparation for submission.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

GENERAL INSTRUCTIONS

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

7. Signature Requirements

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signator of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

8. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid

GENERAL INSTRUCTIONS

Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

9. Submission of Bidder's Proposal

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidder's Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

10. Withdrawal of Bidder's Proposal

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any

GENERAL INSTRUCTIONS

Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said 60 day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

11. Qualification of Bidders

A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

12. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in

GENERAL INSTRUCTIONS

this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

13. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 60 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice

GENERAL INSTRUCTIONS

the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

14. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare five copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

15. Closing of Contract

A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder ("Closing") on, the tenth day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("Closing Date").

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all five copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract, Article IV) ("Conditions Precedent to Closing").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The

GENERAL INSTRUCTIONS

successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

16. Failure to Close

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. Subsequent Awards. Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

EXHIBIT C

DUPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
HYDRODYNAMIC MIXING SYSTEM FOR TANK SITE NO. 4 EAST
CONTRACT SS-5/06


SPECIAL INSTRUCTIONS TO BIDDERS

1. Prohibited Suppliers

No materials, equipment, or supplies furnished under the Contract shall be the product of Bluff City Materials, Inc. or Feltes Sand & Gravel Company Inc., regardless of whether or not any of said materials, equipment, or supplies enter into and become component parts of the Hydrodynamic Mixing System for Tank Site No. 4 East or any other improvement contemplated by the Contract. The successful Bidder shall be required to certify, as a condition precedent to its right to receive each Progress Payment, compliance with this requirement and the absence of any interest of, or participation by, Bluff City Materials, Inc. and Feltes Sand & Gravel Company Inc. in the furnishing of such materials, equipment, and supplies.

DATE: March 9, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	An Ordinance Approving and Authorizing the Execution of a Water Purchase and Sale Contract Between the DuPage Water Commission and the County of DuPage Ordinance No. O-3-06	APPROVAL 	
Account No.: N/A			
<p>At the November 29, 2005, meeting, the Board conceptually recommended consideration by the Charter Customers of the November 29, 2005, draft of the Water Purchase and Sale Contract between DuPage County and the Commission. Ordinance No. O-3-06 would approve the contract in substantially the same form.</p>			
MOTION: To approve Ordinance No. O-3-06.			

DuPAGE WATER COMMISSION

ORDINANCE NO. O-3-06

AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A WATER PURCHASE AND SALE CONTRACT
BETWEEN THE DuPAGE WATER COMMISSION AND THE COUNTY OF DuPAGE

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 financing, constructing, and operating a water supply system to serve its Charter Customers and other customers in DuPage County with a common source of supply of water from Lake Michigan; and

WHEREAS, the County of DuPage ("DuPage County") owns and operates a waterworks system that serves discrete and non-contiguous service areas that may increase or decrease in size and/or number from time to time (the "DuPage County Unit System"); and

WHEREAS, DuPage County desires to serve the DuPage County Unit System with water from the Commission; and

WHEREAS, the Commission and DuPage County have each determined that it is in their respective best interests to enter into a Water Purchase and Sale Contract for the DuPage County Unit System in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 (the "Water Purchase and Sale Contract");

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

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

SECTION TWO: A Water Purchase and Sale Contract between the DuPage Water Commission and the County of DuPage, in substantially the form attached hereto as Exhibit 1, shall be and it hereby is approved.

SECTION THREE: The Chairman and the Clerk of the Commission shall be and they hereby are authorized and directed to execute and attest, respectively, a Water Purchase and Sale Contract with the County of DuPage, in substantially the form attached hereto as Exhibit 1; provided, however, that the Water Purchase and Sale Contract shall not be so executed nor attested on behalf of the DuPage Water Commission unless and until the Clerk shall have been presented with copies of the Water Purchase and Sale Contract executed by the County of DuPage.

SECTION FOUR: Upon execution and attestation by the Chairman and the Clerk, respectively, the Water Purchase and Sale Contract, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

SECTION FIVE: 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 1/3 of the Commissioners appointed by the County Board Chairman and 40 percent of the Commissioners appointed by the Mayors.

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2006

Chairman

ATTEST:

Clerk

EXHIBIT 1

DUPAGE WATER COMMISSION

WATER PURCHASE AND SALE CONTRACT

Between

The DuPage Water Commission

and

The County of DuPage

FOR THE DUPAGE COUNTY UNIT SYSTEM

DATED: _____, 2006

DUPAGE WATER COMMISSION
WATER PURCHASE AND SALE CONTRACT WITH
COUNTY OF DUPAGE

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DUPAGE WATER COMMISSION
WATER PURCHASE AND SALE CONTRACT WITH
COUNTY OF DUPAGE
FOR THE DUPAGE COUNTY UNIT SYSTEM

This Water Purchase and Sale Contract, dated as of _____, 2006, by and between the **DUPAGE WATER COMMISSION**, DuPage, Cook, and Will Counties, State of Illinois (the "Commission"), a county water commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., and the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq. (collectively, the "Act"), and the County of DuPage, a unit of local government created and existing under the laws of the State of Illinois ("DuPage County"),

WITNESSETH:

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

WHEREAS, DuPage County owns and operates the waterworks system described in Exhibit A attached to this Contract (the "DuPage County Unit System") to serve discrete and non-contiguous service areas that may increase or decrease in size and/or number from time to time; and

WHEREAS, the DuPage County Unit System currently serves **[six]** such discrete and non-contiguous service areas; and

WHEREAS, DuPage County desires that the DuPage County Unit System remain eligible to be served with water from the Commission as the DuPage County Unit System grows or contracts during the term of this Contract to serve the various discrete and non-contiguous service areas served by the DuPage County Unit System from time to time; and

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WHEREAS, DuPage County will apply to 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, for a water allocation for the DuPage County Unit System and diligently pursue such allocation; and

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

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

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

WHEREAS, pursuant to the Act and Article VII, Section 10 of the Illinois Constitution of 1970, the Commission and DuPage County are authorized to enter into this Contract; and

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

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operation of its Waterworks System, but each expressly asserts its continued right to operate such systems; and

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

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

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

SECTION 1. PREAMBLES.

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

SECTION 2. DEFINITIONS.

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

A. “Act” means Article 11, Division 135 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., and the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq.

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

C. "Alternate Delivery" means the delivery of Lake Water purchased by DuPage County from the Commission to the DuPage County Unit System through facilities owned by a Contract Customer (commonly referred to as "wheeling").

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

E. "Bonds" means Revenue Bonds and Other Bonds.

F. "Capital Cost Recovery Charge" means the amount necessary, pursuant to Section 0.02 of the Water Commission Act of 1985 (as added by Public Act 093-0226) and Commission Resolution No. R-79-04, entitled "A Resolution Expressing the Policy of the DuPage Water Commission Regarding the New Subsequent Customer Pricing Methodology," to recover DuPage County's proportionate share of Original Capital Costs less Rebates, where DuPage County's proportionate share of Original Capital Costs less Rebates is that proportion of Original Capital Costs less Rebates which DuPage County's Full Water Requirements for two years prior to the month in which DuPage County first becomes obligated to make payments under Subsection 7D of this Contract bears to the sum of the Full Water Requirements or Minimum Take or Pay Requirements (as defined in the Charter Customer Contract), as applicable, of all of the Commission's Contract Customers for such two preceding years. The method of calculating such amount is illustrated in Exhibit E attached to this Contract.

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

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

I. "Charter Customer Facilities Credit" means a credit intended to compensate DuPage County for the portion of Fixed Costs that is attributable solely to the Charter Customer Facilities and in lieu of which DuPage County pays its Connection Facilities Cost. For purposes of this Contract, and for so long as DuPage County is entitled to receive its monthly Charter Customer Facilities Credit pursuant to this Contract, DuPage County's monthly Charter Customer Facilities Credit shall be calculated by multiplying the portion of DuPage County's monthly Fixed Costs payment due pursuant to Subsection 7B of this Contract for the DuPage County Unit System that is attributable to the payment of debt service (principal, premium, if any, and interest) on the Original Revenue Bonds times the factor of .4332, which approximates the portion of Fixed Costs attributable to the Charter Customer Facilities (See Exhibit F).

J. "Charter Customer Facilities Quotient" means \$745.00 per person as of April 2005, the highest quotient resulting from dividing (x) the total cost of construction of the feeder mains and metering stations constructed as of May 1, 1992, solely for the purpose of initially connecting a Charter Customer to the Waterworks System, including all legal, engineering, consulting and administrative costs and expenses, by (y) the Commission's estimate of the then existing population served by that Charter

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Customer's Unit System, as such quotient is adjusted by the ENR Construction Index published by the *Engineering News Record*. The method used to determine this quotient is illustrated in Exhibit G attached to this Contract.

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

L. "Chicago Contract" means the Water Supply Contract, dated March 19, 1984, between the Commission and the City of Chicago, Illinois, as amended or supplemented from time to time.

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

N. "Commission Connection Facilities" means the portions of the Waterworks System constructed by the Commission to initially connect the DuPage County Unit System to the existing Waterworks System, which facilities are depicted in the preliminary plans attached as Exhibit B-2 to this Contract, as such facilities may be modified, relocated, replaced, extended, or improved from time to time. The Commission Connection Facilities include, among other items, a metering station, including pipelines and equipment appurtenant thereto, and SCADA System facilities attributable to the DuPage County Unit System, including equipment appurtenant thereto, for each discrete and non-contiguous service area served by the DuPage County Unit System except Initially Excluded Service Areas for which DuPage County has not otherwise elected to serve with water from the Commission.

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O. "Connection Facilities" means the DuPage County Unit System Connection Facilities and the Commission Connection Facilities.

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

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

R. "Contract Customers" means the Charter Customers, DuPage County, and every other entity with whom the Commission has entered into, or may in the future enter into, a contract or agreement for the sale by the Commission of Lake Water to that

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entity, except only contracts and agreements providing for the delivery of Lake Water during times of emergency only.

S. "Determination Date" means the last day of December immediately preceding the Interest Period for which the Earned Interest Rate pursuant to this Contract is being calculated, but the effective date of any change in the Earned Interest Rate shall, for purposes hereof, be the first day of May following such Determination Date.

T. "DuPage County" means the County of DuPage.

U. "DuPage County Unit System" means the waterworks system described in Exhibit A attached to this Contract, as well as any extensions or improvements of that system as may be acquired by DuPage County and used for the purpose of providing and transmitting water to its customers within any existing, enlarged, or additional discrete and non-contiguous service area. It is intended that the DuPage County Unit System may grow or contract during the term of this Contract as necessary to serve the various discrete and non-contiguous service areas served by the DuPage County Unit System from time to time.

V. "DuPage County Unit System Connection Facilities" means those portions of the DuPage County Unit System, lying downstream from each Point of Delivery, to be constructed pursuant to this Contract by DuPage County at its expense to initially connect the existing DuPage County Unit System to the Waterworks System, which facilities are depicted in the preliminary plans attached as Exhibit B-1 to this Contract, as such facilities may be relocated, replaced, extended, or improved from time to time. The DuPage County Unit System Connection Facilities include, among other items, the

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pressure adjusting stations described in Subsection 4A of this Contract and pipeline and equipment appurtenant thereto.

W. "Earned Interest Rate" means, with respect to each Interest Period under this Contract, the highest market yield on Commission cash investments determined by the Commission as of the Determination Date for each such Interest Period, which determination shall be conclusive and binding upon DuPage County absent manifest error, but the effective date of any change in the Earned Interest Rate shall, for purposes hereof, be the first day of May following such Determination Date.

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

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

Z. "Full Water Requirements" means, (i) as it applies to calculating DuPage County's Capital Cost Recovery Charge, the amount of water necessary to meet the potable water requirements of all then current customers served by the DuPage County Unit System at the time DuPage County's Capital Cost Recovery Charge is being calculated, (ii) as it applies to the DuPage County Unit System for all other purposes of this Contract, the amount of water necessary from time to time to meet the potable water requirements of all then current customers served by the DuPage County Unit

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System except those customers served by the DuPage County Unit System in Initially Excluded Service Areas unless DuPage County otherwise elects, in its sole and absolute discretion, to connect such portion(s) of the DuPage County Unit System to the Waterworks System, in which case the potable water requirements of all then current customers served by the DuPage County Unit System in any such Initially Excluded Service Area which DuPage County has otherwise elected to serve with water from the Commission shall be included, and, (iii) as it applies to other Contract Customers of the Commission, such Contract Customers' full water requirements as defined in their respective contracts with the Commission.

AA. "Initially Excluded Service Area" means any discrete and non-contiguous area served by the DuPage County Unit System where (a) the quotient resulting from dividing (x) the Commission's estimated total cost of construction of the portion of the Commission Connection Facilities, including legal, engineering, consulting and administrative costs and expenses, to initially connect such portion of the DuPage County Unit System to the Waterworks System by (y) the Commission's estimate of the then existing population in such area exceeds (b) the Charter Customer Facilities Quotient. The method of calculating the quotient described in clause (a) is illustrated in Exhibit B-2 attached to this Contract.

BB. "Interest Period" means (i) initially, the period commencing on the first date on which DuPage County first becomes obligated to make payments under Subsection 7D of this Contract and ending on the next succeeding first day of May and (ii) thereafter, each period commencing on the last day of the next preceding Interest Period and ending on the next succeeding first day of May; provided, however, that any

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Interest Period that otherwise extends beyond February 24, 2024, shall end on February 24, 2024.

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

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

EE. "Original Capital Costs" means all costs paid by the Commission for property owned by the Commission, as of the month prior to the month in which DuPage County first becomes obligated to make payments under Subsection 7D of this Contract, without reduction for depreciation, including actual costs of construction, engineering, and capitalized interest on assets in service and under construction but excluding the cost of constructing the Charter Customer Facilities and financing costs other than interest capitalized in accordance with Generally Accepted Accounting Principles.

FF. "Original Revenue Bonds" means the Series 1987 Revenue Bonds, originally issued in the amount of \$200,000,000 pursuant to Ordinance No. O-1-87 adopted January 15, 1987, the Series 1993 Water Refunding Revenue Bonds, originally issued in the amount of \$182,755,000 pursuant to Ordinance No. O-8-93 adopted April 8, 1993, and the Series 2003 Revenue Bonds, originally issued in the amount of

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\$135,995,000 pursuant to Ordinance No. 0-9-03 adopted August 14, 2003, and any other Revenue Bonds that may in the future be issued to refund or refinance all or any portion of the indebtedness represented by said Series 1987, 1993, and 2003 Revenue Bonds.

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

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

II. "Point of Delivery" means, for each discrete and non-contiguous service area served by the DuPage County Unit System except Initially Excluded Service Areas for which DuPage County has not otherwise elected to serve with water from the Commission, the point at which the Lake Water delivered to DuPage County pursuant to this Contract leaves the Commission's Waterworks System and enters the DuPage County Unit System. Each Point of Delivery shall be a point in the water main connecting a Commission metering station to a DuPage County pressure adjusting station located downstream from the inside face of the outside wall or foundation of the Commission's metering station a distance of 10 feet or where such water main enters the outside face of the outside wall or foundation of DuPage County's pressure adjusting station, whichever is closer to the Commission's metering station.

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

KK. "Rebates" means rebates formally declared as such by Commission Resolution as of the month prior to the month in which DuPage County first becomes obligated to make payments under Subsection 7D of this Contract. As of the date of this Contract, the Commission has formally declared \$66,326,287.00 in Rebates pursuant to Resolution Nos. R-19-94, R-21-95, R-15-96, R-24-97, and R-18-98.

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

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

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

transfer, and exchange; central operation; system control and monitoring; and operator-machine interfacing.

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

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

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

RR. "Underconsumption Costs" means any amount that the Commission is obligated to pay under the Chicago 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 Chicago Contract.

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

TT. "Water Allocation" means, as it applies to other Contract Customers of the Commission, such Contract Customers' water allocation as defined in their respective contracts with the Commission, and, as it applies to DuPage County for the DuPage County Unit System, the sum of DuPage County's allocations and allowable excesses from time to time of Lake Water for the DuPage County Unit System pursuant to the Level of Lake Michigan Act, as amended from time to time (See the State of Illinois

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Department of Transportation, Division of Water Resources Decision on 1989 Allocation Review, Order No. LMO 89-2 and subsequent orders of the State of Illinois Department of Transportation, Division of Water Resources, or the successor to its responsibilities, the State of Illinois Department of Natural Resources, Office of Water Resources); and such other amounts of Lake Water as DuPage County may lawfully take for the DuPage County Unit System. At any time when the Full Water Requirements of the DuPage County Unit System shall exceed the Water Allocation for the DuPage County Unit System, then "Water Allocation" shall mean the Full Water Requirements of the DuPage County Unit System for all purposes of this Contract.

UU. "Waterworks System" means all the Commission's facilities, including land; easements; rights-of-way over lands and waters; pumping facilities, storage facilities, metering stations, and other facilities; mains; and pipelines acquired and used for the purposes of providing and transmitting Lake Water from the City of Chicago's water supply system to the Commission's customers. The DuPage County Unit System Connection Facilities are not part of the Waterworks System.

SECTION 3. WATER SUPPLY.

A. Agreement to Sell and Purchase. Subject to the provisions of this Contract, the Commission shall sell to DuPage County and DuPage County shall purchase from the Commission an amount of Lake Water necessary from time to time to serve the DuPage County Unit System's Full Water Requirements. The Commission's obligation to DuPage County to deliver Lake Water hereunder shall be limited, however, to:

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1. A maximum annual amount equal to the DuPage County Unit System's then current Water Allocation times 365; and

2. A maximum rate of Lake Water to the DuPage County Unit System in any one hour equal to 1.7 times the DuPage County Unit System's then current Water Allocation divided by 24.

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

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

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1. The amount of Lake Water from time to time available to the Commission;
and

2. Provisions in contracts between the Commission and its Charter Customers and other customers related to curtailment and other limits on supply of Lake Water; and

3. The capacity of the Waterworks System; and

4. Ordinary transmission loss, including standard metering error, between the Commission's source of supply and each Point of Delivery to the DuPage County Unit System; and

5. Requirements imposed by the State of Illinois Department of Natural Resources, Office of Water Resources.

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

E. 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, DuPage County shall be entitled, to the extent possible, to receive during such period of curtailment a pro rata share of available Lake Water as determined by the ratio of the DuPage County Unit System's total Lake Water use during the prior Fiscal Year to the

ORDINANCE NO. O-3-06
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sum of Lake Water use during the prior Fiscal Year of all of the Commission's customers entitled to Lake Water during such period of curtailment. Prior to the Commission's delivery of Lake Water to the DuPage County Unit System for one Fiscal Year, DuPage County shall be entitled, to the extent possible, to receive during such period of curtailment a pro rata share of available Lake Water as determined by the ratio of the DuPage County Unit System's Full Water Requirements during the prior Fiscal Year to the sum of (i) Lake Water use during the prior Fiscal Year of all of the Commission's other customers entitled to Lake Water during such period of curtailment and (ii) the DuPage County Unit System's Full Water Requirements during the prior Fiscal Year. DuPage County, in cases of emergency or when the Commission for whatever reason is unable to meet the DuPage County Unit System's Full Water Requirements, may, subject to the terms, conditions, and limitations set forth in Subsection 9N of this Contract, serve its customers from any source; provided, however, that DuPage County shall continue to pay all amounts due to the Commission hereunder during such period as if the DuPage County Unit System were receiving its Full Water Requirements from the Commission.

F. Water Quality. The Commission shall supply DuPage County with Lake Water of a quality commensurate to that furnished to the Commission's other Contract Customers, and meeting the requirements of any federal, State of Illinois, or local agency as shall have jurisdiction from time to time for the operation of public water supplies such as the Waterworks System. The Commission bears no responsibility for the contamination of Lake Water or deterioration of water quality occurring beyond each Point of Delivery to the DuPage County Unit System.

SECTION 4. DELIVERY; STORAGE; DISTRIBUTION; CONSERVATION.

A. DuPage County Unit System Connection Facilities. DuPage County shall receive its supply of Lake Water at each Point of Delivery at pressures that will vary from time to time. DuPage County, at its own expense and pursuant to the schedule established in Section 10 of this Contract, shall site, design, construct, operate, maintain, and when necessary replace the DuPage County Unit System Connection Facilities, including a pressure adjusting station immediately downstream from each Point of Delivery. Initial design and construction plans and specifications for the DuPage County Unit System Connection Facilities, and any future modifications thereof, shall be submitted in advance of construction or modification to the Commission for review and approval, which approval shall not be unreasonably withheld.

B. Alternate Delivery Through Contract Customer Facilities. The Commission and DuPage County acknowledge that DuPage County may negotiate, within the time period provided in this Subsection 4B, with one or more Contract Customers for delivery of Lake Water purchased from the Commission through facilities owned by such Contract Customer to the DuPage County Unit System ("Alternate Delivery"). DuPage County shall not enter into any agreement for Alternate Delivery, and no such agreement shall affect the terms of this Contract, except after such agreement has been approved by the Commission in accordance with the vote requirements of the Commission's By-Laws and the Charter Customer Contract, which approval shall not be unreasonably withheld so long as the agreement is consistent with Commission Resolution No. R-13-90, entitled "A Resolution Expressing the Policy of the DuPage Water Commission Regarding Subsequent Customers," as clarified by

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Commission Resolution No. R-29-95, entitled "A Resolution Clarifying Resolution No. R-13-90, being "A Resolution Expressing the Policy of the DuPage Water Commission Regarding Subsequent Customers," as it may, from time to time, be amended ("Resolution No. R-13-90"). DuPage County's right to enter into an agreement for Alternate Delivery pursuant to this Subsection 4B shall terminate upon termination of the Chicago Contract, unless the Commission, in its sole discretion, waives this termination provision in writing, either in whole or in part.

Such Alternate Delivery of Lake Water, should it become feasible for DuPage County through its negotiations with Contract Customers, may affect DuPage County's obligations under this Contract to provide sites for metering stations pursuant to Subsection 5A of this Contract, to provide pressure adjusting stations pursuant to Subsection 4A above, and to provide storage capacity pursuant to the terms of Subsection 4C below, among other possible effects. In addition, such Alternate Delivery of Lake Water may affect certain cost provisions under Section 7 of this Contract. The Commission and DuPage County agree that, if DuPage County reaches agreement with one or more Contract Customers in form reasonably acceptable to and reasonable approved by the Commission for Alternate Delivery of Lake Water consistent with Resolution No. R-13-90, then the Commission and DuPage County, by separate written contract or contracts, which may include amendments to this Contract, shall establish mutually agreeable terms between them for such Alternate Delivery of Lake Water.

C. Storage. For each discrete and non-contiguous service area served by the DuPage County Unit System except Initially Excluded Service Areas for which

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DuPage County has not otherwise elected to serve with water from the Commission, DuPage County shall provide sufficient storage capacity within such portion of the DuPage County Unit System to store not less than two times the annual average daily water demand of such portion of the DuPage County Unit System; provided, however, that said requirement shall be reduced by (i) the amount of operable shallow well capacity (stated in million gallons) maintained by DuPage County in such portion of the DuPage County Unit System up to a maximum of 10 percent of said requirement plus (ii) an amount equal to the storage capacity maintained by the Commission in its Waterworks System multiplied by a fraction, the numerator of which is the annual average daily water demand of such portion of the DuPage County Unit System and the denominator of which is the total annual average daily water demands of all Contract Customers. The calculation of said water storage capacity requirement for such portions of the DuPage County Unit System is provided in Exhibit C attached to this Contract. In accordance with said requirement, DuPage County, at its own expense and pursuant to the schedule established in Section 10 of this Contract, shall construct for such portions of the DuPage County Unit System at least the amount of water storage capacity shown on Exhibit C to this Contract as the "Storage (Below) Required." Such water storage capacity shall be in addition to the amount of water storage capacity shown on Exhibit C to this Contract as the "Existing Storage" in such portions of the DuPage County Unit System. DuPage County shall properly maintain all such water storage capacity, including operable shallow well capacity, in a good and serviceable condition. If at any time DuPage County's water storage capacity in any such portion of the DuPage County Unit System, including its allowances for operable shallow well

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capacity and Commission storage capacity as provided above, falls below 1.9 times the annual average daily water demand of such portion of the DuPage County Unit System, then DuPage County, within 24 months after such level of deficiency is reached, shall construct additional water storage capacity within such portion of the DuPage County Unit System of sufficient quantity to restore the total storage capacity of such portion of the DuPage County Unit System, including its allowances for operable shallow well capacity and Commission storage capacity as provided above, to not less than two times the annual average daily water demand of such portion of the DuPage County Unit System.

D. Metering of Shallow Wells. For each discrete and non-contiguous service area served by the DuPage County Unit System except Initially Excluded Service Areas for which DuPage County has not otherwise elected to serve with water from the Commission, DuPage County shall furnish, install, and maintain a meter on each of its operable shallow wells. All such meters shall be of standard make and shall be subject to inspection and examination by any employee or agent of the Commission at all reasonable times. DuPage County shall calibrate all such meters at least once in each Fiscal Year. DuPage County shall notify the Commission of the time, date, and place of each calibration at least five days in advance thereof, and a representative of the Commission shall have the right to observe any adjustments made to such meters in case any adjustments shall be necessary. The Commission shall have the right to place any or all of such meters under seal at any time.

E. Surges and Back-Flows. DuPage County's operation of its pressure adjusting stations shall not cause surges or back-flows into the Waterworks System, nor

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shall the operation of the DuPage County's pressure adjusting stations cause the Waterworks System pressure to drop below 20 pounds per square inch. The Commission shall not be responsible for any damage to the DuPage County Unit System or the DuPage County Unit System Connection Facilities caused by the design, operation, or maintenance of the Connection Facilities.

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

SECTION 5. MEASURING EQUIPMENT.

A. Metering Stations and Instrumentation. The Commission shall, pursuant to the timetable established in Section 10 of this Contract, furnish and install at each Point of Delivery a metering station containing the necessary equipment and devices of a type meeting the standards of the American Water Works Association for measuring properly the quantity of Lake Water delivered under this Contract, including all structures as the Commission shall deem necessary to house such equipment and devices. Such furnishing and installing of each metering station shall be done in substantial conformance with the preliminary plans therefor attached as Exhibit B-2 to

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this Contract, as such preliminary plans may be revised by mutual agreement of the Commission and DuPage County. The Commission shall own, operate, maintain, and replace such metering stations and all equipment and structures related thereto.

Each metering station shall be located at a site selected, acquired, owned, and provided to the Commission by DuPage County, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing; provided, however, that a metering station site need not be owned by DuPage County if such non-ownership has been approved by the Commission in accordance with the vote requirements of the Commission's By-Laws and the Charter Customer Contract. Such sites shall be subject to review and approval of the Commission. DuPage County, without charge to the Commission and pursuant to the timetable established in Section 10 of this Contract, shall grant to the Commission all necessary and insured easements for such sites in a form similar to that attached as Exhibit D to this Contract and satisfactory to the Commission's attorneys. DuPage County also shall grant to the Commission all necessary and insured easements for the appropriate location and installation of antennas and appurtenant facilities for the Commission's SCADA System attributable to the DuPage County Unit System, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Commission in writing. Such SCADA System antennas or facilities shall be installed on such easements in a manner that will reduce so far as reasonably possible any interference with the telemetry of the DuPage County Unit System.

DuPage County shall have access to the metering stations for examination and inspection at reasonable times, but the reading for billing purposes, calibration, and

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adjustment of the equipment therein shall be done only by the employees or agents of the Commission.

B. Records. For the purpose of this Contract, the official record of readings of each meter at each metering station 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 DuPage County, the Commission will give DuPage County a copy of such journal or record book, or permit DuPage County to have access thereto in the office of the Commission during regular business hours.

C. Calibration. At least once in each Fiscal Year, the Commission shall calibrate its meters measuring the Lake Water delivered to the DuPage County Unit System if requested in writing by DuPage County to do so, in the presence of a representative of DuPage County, and the Commission and DuPage County shall jointly observe any adjustments that are made to the meters in case any adjustments shall be necessary. If any check meters have been installed, then such check meters shall be calibrated at least once in each Fiscal Year by DuPage County in the presence of a representative of the Commission, and the Commission and DuPage County shall jointly observe any adjustments that are made to the meters in case any adjustments shall be necessary.

D. Check Meters. DuPage County, at its option and its own expense, may install and operate a check meter to check each meter installed by the Commission, but the measurement of Lake Water for purposes of this Contract shall be solely by the Commission's meters, except in the cases hereinafter specifically provided to the

contrary. All check meters shall be of standard make and shall be subject to inspection and examination by any employee or agent of the Commission at all reasonable times. The calibration and adjustment of check meters shall be made only by DuPage County, except during any period when a check meter may be used under the provisions hereunder for measuring the amount of Lake Water delivered to DuPage County, in which case the calibration and adjustment of such check meter shall be made by the Commission with like effects as if such check meter had been furnished and installed by the Commission.

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

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

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

1. By correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculations; or

2. If the error is not ascertainable by calibration tests or mathematical calculation, by estimating the quantity of delivery by considering deliveries during preceding periods under similar conditions when the meter or meters were registering accurately, adjusted for the addition of new customers in the affected service area of the DuPage County Unit System.

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

SECTION 6. UNIT OF MEASUREMENT.

The unit of measurement for Lake Water delivered hereunder shall be gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall be so calibrated unless the Commission and DuPage County otherwise agree. Should it become necessary or desirable to use other units of measurement, the basis of conversion shall be that 7.48 gallons is equivalent to one cubic foot.

SECTION 7. PRICES AND TERMS OF PAYMENT.

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

B. Fixed Costs Payment. Subject to the single limitation on its obligation to pay Fixed Costs set forth in this Subsection 7B, DuPage County shall pay monthly to the Commission, at the time specified in Subsections 7H and 7M below, one-twelfth of the DuPage County Unit System's share of Fixed Costs for each Fiscal Year. For the

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purposes of this Contract, the DuPage County Unit System's share of Fixed Costs for each Fiscal Year shall be that proportion of Fixed Costs which the DuPage County Unit System's Full Water Requirements for the two preceding calendar years prior to such Fiscal Year bears to the sum of the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, of all of the Commission's Contract Customers for such two preceding calendar years who are not relieved from Fixed Costs payments pursuant to the terms of their contracts. Prior to the Commission's delivery of Lake Water to the DuPage County Unit System for two calendar years, the DuPage County Unit System's share of Fixed Costs shall be that portion of Fixed Costs which the DuPage County Unit System's Water Allocation bears to the total Water Allocations or the Full Water Requirements or Minimum Take or Pay Requirements, whichever is then applicable, of all of the Commission's Contract Customers who are not relieved from Fixed Costs payments pursuant to the terms of their contracts. Subject to the following single limitation, DuPage County's obligation to make all payments of Fixed Costs as required hereunder is unconditional and irrevocable, payable without setoff or counterclaim, and irrespective of whether Lake Water is ever furnished, made available, or delivered to the DuPage County Unit System, or whether the Waterworks System is completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the supply of Lake Water. DuPage County's obligation to pay Fixed Costs hereunder is subject to the single limitation that, if for any period of time, and only during such period of time, the Commission is in fact supplying the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, to Contract Customers of the Commission, other than DuPage County, whose Full Water

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Requirements and Minimum Take or Pay Requirements are more than 85 percent of the sum of the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, of all Contract Customers of the Commission, and during such time the Commission is unable to supply any Lake Water to the DuPage County Unit System, then DuPage County shall have no obligation to pay Fixed Costs for the DuPage County Unit System.

C. Connection Facilities Cost Payment. DuPage County shall pay to the Commission its Connection Facilities Cost. Prior to the Commission's commencement of design of the Commission Connection Facilities pursuant to Subsection 10H of this Contract, DuPage County shall deposit with the Commission cash (the "Cash Deposit") in the sum of (i) all legal, engineering, consulting and administrative costs and expenses incurred or accrued in connection with the review and processing plans for the DuPage County Unit System Connection Facilities and in connection with the negotiation, preparation, consideration and review of this Contract and (ii) 125% of the Commission's estimate of the total cost of construction of the Commission Connection Facilities, including without limitation all legal, engineering, consulting and administrative costs and expenses, unless customary contingencies are included in the Commission's estimate, in which case, the Commission's estimate shall be used without escalation). As of the date of this Contract, the Commission's estimate of the total cost of construction of the Commission Connection Facilities, including legal, engineering, consulting and administrative costs and expenses, is set forth in Exhibit B-2 attached to this Contract. Upon execution of all contracts necessary or required for the design, construction and inspection of the Commission Connection Facilities, the Cash Deposit

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may be reduced from 125% or 100% of the Commission's estimate as aforesaid to 110% of the amount of the executed contracts for the design, construction and inspection of the Commission Connection Facilities. The Commission may draw upon the Cash Deposit, without DuPage County's consent, but may only employ the proceeds to pay for the Connection Facilities Cost invoiced to, or otherwise documented by, the Commission and the Commission shall promptly notify DuPage County of any such withdrawals. DuPage County shall not be entitled to interest on the Cash Deposit but any interest earned shall be used for construction costs or returned to DuPage County based upon an assumed rate of interest equal to the Illinois Funds Money Market Rate in effect from time to time, which assumed rate of interest (if interest has been earned on the Cash Deposit) shall be calculated as of each June 30th and December 31st until final payment of all amounts due under all executed contracts for the design, construction and inspection of the Commission Connection Facilities.

If at any time the Commission reasonably determines that the funds remaining in the Cash Deposit are not, or may not be, sufficient to pay in full the remaining unpaid Connection Facilities Cost, then, within 10 days following a demand by the Commission, DuPage County shall increase the amount of the Cash Deposit to an amount reasonably determined by the Commission to be sufficient to pay in full the remaining unpaid Connection Facilities Cost. Failure to so increase the amount of the Cash Deposit shall be grounds for the Commission to retain a possessory lien upon any remaining balance of the Cash Deposit (as damages security) and terminate this Contract. Upon final payment of all amounts due under all executed contracts for the design, construction and inspection of the Commission Connection Facilities, the

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Commission shall release to DuPage County any amounts remaining in the Cash Deposit.

DuPage County's obligation to make the Cash Deposit and to make the Connection Facilities Cost payments as required hereunder is unconditional and irrevocable, payable without setoff or counterclaim, and irrespective of whether Lake Water is ever furnished, made available, or delivered to DuPage County, or whether the Waterworks System is completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the supply of Lake Water.

D. Capital Cost Recovery Charge Payment. DuPage County shall pay monthly to the Commission, at the time specified in Subsections 7H and 7M below, an amount calculated by amortizing the Capital Cost Recovery Charge, in equal monthly installments of principal and interest, at a rate per annum equal to the Earned Interest Rate determined for each Interest Period plus one percent, over the life of the Charter Customer Contract remaining as of the month in which DuPage County first becomes obligated to make such payment; provided, however, that such monthly installment may be adjusted by the Commission, on May 1 of each year thereafter, to ensure amortization of the then current amount of the Capital Cost Recovery Charge remaining unpaid, as of such May 1, over the life of the Charter Customer Contract then remaining, and to reflect any change in the Earned Interest Rate, as of such May 1. The method of calculating the Capital Cost Recovery Charge is illustrated in Exhibit E attached to this Contract. DuPage County's obligation to make all Capital Cost Recovery Charge payments as required hereunder is unconditional and irrevocable,

payable without setoff or counterclaim, and irrespective of whether Lake Water is ever furnished, made available, or delivered to DuPage County, or whether the Waterworks System is completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the supply of Lake Water.

E. Underconsumption Costs Payment. If DuPage County is an Underconsumer at the DuPage County Unit System, then DuPage County shall pay, at the time specified in Subsections 7H and 7M below, its share of Underconsumption Costs as determined and assessed by the Commission after notification of such costs by the City of Chicago. In such event, DuPage County's share of Underconsumption Costs for the DuPage County Unit System for a year shall be equal to the ratio of its Underconsumption to the aggregate Underconsumption of all Underconsumers for such year.

F. Default Shares. If any of the Commission's Contract Customers shall default in any payment to the Commission, or any part of any payment, including default shares, DuPage County agrees to pay to the Commission a share of the amount so in default, which share shall be in the same proportion as the DuPage County Unit System's share of Aggregate Costs, before applying any Charter Customer Facilities Credit pursuant to Subsection 7G below, for the month prior to the month of the default bears to the sum of the shares of Aggregate Costs in that month of all of the Commission's Contract Customers not in default and obligated to make payments with respect to the amount so in default.

Subject to Subsection 7M below, DuPage County's share of the amount so in default shall be due and payable 21 days after the Commission's written demand

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therefor. The demand shall include the Commission's calculations of the amount due by DuPage County hereunder. If and when the defaulting Contract Customer makes a payment to the Commission of a defaulted amount or interest thereon for which DuPage County made a payment to the Commission under this Subsection 7F, then the Commission will pay to DuPage County its proportionate share of such amount, including such interest.

G. Charter Customer Facilities Credit. Beginning in the month in which DuPage County first becomes obligated to make payments of Fixed Costs pursuant to Subsection 7B above, and for so long as such Fixed Costs include any amount attributable to payment of the principal of, premium, if any, and interest on the Original Revenue Bonds, DuPage County shall be entitled to its monthly Charter Customer Facilities Credit, which amount shall be credited against the total amount that would otherwise be due under this Contract for the month in which the Charter Customer Facilities Credit pursuant to this Contract is being calculated. The method used to calculate such credit is illustrated in Exhibit F attached to this Contract.

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

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I. Disputed Payments. If DuPage County desires to dispute any payment, or part thereof, due or reasonably claimed by the Commission to be due under this Contract, DuPage County shall nevertheless pay the full amount of any such payment when due and include with such payment written notification to the Commission that charges are disputed, the grounds for dispute, and the amount in dispute. No adjustment or relief on account of any disputed charges shall be made unless disputed charges are the subject of such notice within the time herein specified, or within a reasonable period from the time DuPage County knew or reasonably should have known of the facts giving rise to the dispute. It is expressly understood and agreed that no dispute over payments due or claimed to be due under this Contract shall be referred to arbitration for review or settlement.

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

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

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

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

Such interest shall accrue from the date such payment becomes due until paid in full with interest as herein specified. If such payment is not made by DuPage County within 30 days after the date such payment becomes due, then the Commission, at its option and in its discretion, may reduce or discontinue delivery of Lake Water to the DuPage County Unit System until the amount due the Commission is paid in full with interest as herein specified. The Commission shall give notice to DuPage County not less than 20 days prior to the event of its intention to reduce or discontinue delivery of Lake Water in accordance with this Subsection 7J and shall provide DuPage County an opportunity for a hearing before the Commission prior to any reduction or discontinuance. If the Commission reduces or discontinues the delivery of Lake Water under such circumstances, DuPage County shall nevertheless continue to be liable to pay all charges provided for herein as if the DuPage County Unit System were receiving its Full Water Requirements from the Commission. The rights specified in this Subsection 7J shall be in addition to all other rights and remedies available to the Commission under this Contract, at law, or in equity for breach of any of the provisions of this Contract.

K. Security Deposit. If DuPage County is at any time in default on any payment due under this Contract and the default is not cured within 30 days after the due date of the defaulted payment, then the Commission, at its option and in its discretion, may require DuPage County, as a further obligation under this Contract, to

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

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

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

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

N. Provisions in Lieu of Water Allocation. At any time before the State of Illinois Department of Natural Resources, Office of Water Resources, first grants a Water Allocation to DuPage County for the DuPage County Unit System when reference to a Water Allocation is necessary to give meaning to any term of this Contract, the Water Allocation for the DuPage County Unit System shall be deemed to be 1.675 million gallons per day. At any time after the State of Illinois Department of Natural Resources, Office of Water Resources, first grants a Water Allocation to DuPage County for the DuPage County Unit System that no Water Allocation is in effect for the DuPage County Unit System and reference to a Water Allocation is necessary to give meaning to any term of this Contract, the Water Allocation for the DuPage County Unit System shall be deemed to be the DuPage County Unit System's Full Water Requirements for the then most recently completed calendar year divided by 365.

SECTION 8. SPECIAL CONDITIONS AND COVENANTS.

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

DuPage County acknowledges and agrees that the Commission shall not be liable to DuPage County for any damages occasioned by or in any way related to delay in the delivery of Lake Water to the DuPage County Unit System, and all payments from

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DuPage County provided for under this Contract shall remain due and payable in accordance with the terms of this Contract notwithstanding any such delay.

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

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

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

D. Emergency Supply. Subject to the terms, conditions, and limitations set forth in Subsection 9N below, DuPage County may contract for a temporary supply of

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water in case of an emergency from any unit of local government or any other entity. DuPage County shall notify the Commission and shall promptly provide the Commission with copies of all such contracts.

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

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

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

SECTION 9. ADDITIONAL DUPAGE COUNTY COVENANTS.

A. Maintenance of Corporate Existence. DuPage County agrees that during the term of this Contract it will maintain its public corporate existence, it will continue to be a county in good standing in the State of Illinois, and it will not dissolve or otherwise dispose of all or substantially all of its assets.

B. Maintenance and Operation of DuPage County Unit System. DuPage County shall own and maintain the DuPage County Unit System and the DuPage County Unit System Connection Facilities, and all improvements and extensions of the DuPage County Unit System and the DuPage County Unit System Connection Facilities, in good repair and working order, will operate the DuPage County Unit System and the DuPage County Unit System Connection Facilities efficiently, and will punctually perform all duties with respect to the DuPage County Unit System and the DuPage County Unit System Connection Facilities as may be required by this Contract and by the Constitution and laws of the State of Illinois and all other applicable laws. In the event of any deterioration, injury, damage, or other loss to any of the DuPage County Unit System or the DuPage County Unit System Connection Facilities affecting DuPage County's ability to deliver water to any of DuPage County's customers except those customers in Initially Excluded Service Areas for which DuPage County has not

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otherwise elected to serve with water from the Commission, DuPage County shall promptly restore the DuPage County Unit System or the DuPage County Unit System Connection Facilities and their capacity to so deliver water.

C. Rate Covenant. DuPage County shall take all necessary actions to establish, maintain, revise as necessary, and collect rates and charges for customers of the DuPage County Unit System except those customers in Initially Excluded Service Areas for which DuPage County has not otherwise elected to serve with water from the Commission as shall be required from time to time to produce revenues at least sufficient:

1. To pay all amounts due under this Contract and to pay all other costs of operation and maintenance of the DuPage County Unit System; and
2. To provide an adequate depreciation fund for the DuPage County Unit System; and
3. To make all deposits in all funds and accounts required by the terms of resolutions or ordinances authorizing any obligation of DuPage County payable from the revenues of the DuPage County Unit System; and
4. To pay the principal of, and the premium, if any, and interest on all obligations of DuPage County payable from the revenues of the DuPage County Unit System.

D. Future Subordination of Obligations. Any ordinance, resolution, motion, or other action of DuPage County which authorizes the issuance after the date of this Contract of any obligation of DuPage County to be paid from the revenues of the DuPage County Unit System will expressly provide that revenues of said System may

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be used to pay principal of, and the premium, if any, and the interest on such obligations only to the extent that those revenues exceed the amounts required to pay the operation and maintenance expenses of said System including, expressly, all amounts payable from time to time under this Contract.

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

F. Accounting and Audit. DuPage County shall make and keep proper books and accounts (separate and apart from all other records and accounts of DuPage County) in which complete entries shall be made of all transactions relating to the DuPage County Unit System, and, within 180 days after the close of each of its fiscal years occurring during the term of this Contract, DuPage County shall cause the books and accounts of the DuPage County Unit System to be audited annually by independent certified public accountants, showing the receipts and disbursements on account of the DuPage County Unit System.

G. Maintain Ownership of DuPage County Unit System. DuPage County shall continue to own and possess the DuPage County Unit System and, within the exercise of reasonable business judgment and in a manner so as not to cause a default hereunder, shall dispose of property which is part of said System only to the extent that such property is no longer useful or profitable in the operations of said System.

H. Insurance. DuPage County shall carry insurance or maintain self insurance with respect to the DuPage County Unit System and the DuPage County Unit

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

I. Continue to Serve. DuPage County shall use its best efforts to continue serving all customers of the DuPage County Unit System within its territorial limits that are served as of the date of this Contract except those customers in Initially Excluded Service Areas for which DuPage County has not otherwise elected to serve with water from the Commission.

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

K. Release and Indemnification. DuPage County hereby releases the Commission from, agrees that the Commission shall not be liable for, and agrees to indemnify and hold the Commission harmless from: (1) any liabilities for any loss or

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damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the DuPage County Unit System or the Connection Facilities or (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of DuPage County to comply with its covenants or obligations contained in this Contract, including, in each such case, any attorneys' fees. DuPage County agrees to indemnify and hold the Commission harmless to the fullest extent permitted by law from any losses, costs, charges, expenses (including attorneys' fees), judgments, and liabilities incurred by the Commission in connection with any action, suit, or proceeding instituted or threatened by any third party in connection with this Contract. If any such claim is asserted, the Commission shall give prompt notice to DuPage County and DuPage County, if requested by the Commission, shall assume the defense thereof, it being understood, however, that DuPage County shall not settle or consent to the settlement of any such claim without the written consent of the Commission.

L. Combining or Separating System Accounts. DuPage County shall not combine its waterworks system with its sewerage system or separate its combined waterworks and sewerage system into separate systems unless:

1. DuPage County shall have provided the Commission with written evidence, satisfactory to the Commission, that the proposed combination or separation will not materially or adversely affect DuPage County's ability to comply with all of the terms, conditions, and covenants of this Contract; and

2. The Commission shall have approved such combination or separation in writing.

M. Rate of Withdrawal. DuPage County will take Lake Water at the most uniform and continuous rate of withdrawal practical at each Point of Delivery.

N. Emergency Interconnections. For each discrete and non-contiguous service area served by the DuPage County Unit System except Initially Excluded Service Areas for which DuPage County has not otherwise elected to serve with water from the Commission, no emergency interconnection between such portions of the DuPage County Unit System and a water distribution system owned and operated by another Contract Customer ("Emergency Interconnection") shall be constructed, operated, or maintained except in accordance with the following terms, conditions, and limitations:

- (i) The other Contract Customer and DuPage County shall submit to the Commission, for its review and approval, within 60 days following the construction of the Emergency Interconnection or, if the Emergency Interconnection was constructed prior to the effective date of this Contract, within 60 days following the effective date of this Contract, a report detailing the exact location of the Emergency Interconnection, the manner in which the Emergency Interconnection has been and will be operated and maintained, and the terms of any written or oral agreement for the operation and maintenance of the Emergency Interconnection. Such report shall include as-built drawings of the Emergency Interconnection and exact duplicates of any written agreement for the operation and maintenance of the Emergency Interconnection. The Emergency Interconnection shall not be operated unless and until the Commission shall have approved such report and the Commission shall have received and approved the written agreements required pursuant to clauses (ix) and (xii) of this Subsection 9N. No approval of such report shall be withheld unless the Emergency Interconnection, or any agreement for the operation and maintenance of the Emergency Interconnection, violate the Charter Customer Contract, this Contract, the Chicago Contract, or applicable laws or regulations, or pose a threat to the Commission or its Waterworks System.

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- (ii) The Emergency Interconnection shall be utilized only under emergency conditions unless otherwise approved, in writing, by the Commission. An emergency condition shall be defined to mean the inability to provide average day flow demands to regular, non-emergency supply customers during a limited period of time due to conditions beyond the control of the party requesting Lake Water. An emergency condition shall not mean any limitation imposed by the Commission on the supply of Lake Water to the other Contract Customer or DuPage County specifically related to the other Contract Customer or DuPage County pursuant to Section 3 of this Contract or any similar provision of any other water purchase and sale contract, as the case may be, and the Emergency Interconnection shall not be utilized to circumvent the provisions of any agreement approved by the Commission for the Alternate Delivery of Lake Water pursuant to Subsection 4B of this Contract.
- (iii) The Emergency Interconnection shall be operated and maintained in such a manner as at no time to place or threaten to place the Commission or its Waterworks System in jeopardy of failing to meet the terms of the Charter Customer Contract, this Contract, the Chicago Contract, or the regulations of any agency or governmental authority having jurisdiction over the operation of a public water supply.
- (iv) The party experiencing the emergency condition shall give telephonic notice to the Commission and to the other party of the emergency condition, the expected duration of the emergency condition, and the amount of Lake Water needed, prior to the operation of the Emergency Interconnection. The Emergency Interconnection shall not be operated unless and until the party experiencing the emergency condition shall have given said notice to the Commission.
- (v) The party receiving Lake Water through the Emergency Interconnection shall provide daily telephonic notice to the Commission and the party delivering Lake Water for so long as the emergency deliveries continue, and shall provide telephonic notice to the Commission before final shut-off of the emergency flow of Lake Water through the Emergency Interconnection for each such emergency condition.
- (vi) The other Contract Customer and DuPage County shall keep a joint record of the amount of Lake Water delivered through the Emergency Interconnection, a copy of which shall be provided to the Commission within five days following termination of the use of the Emergency Interconnection for each such emergency condition and, in any case, every five days where the Emergency Interconnection is in continuous operation for more than five days.

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- (vii) The amount of Lake Water delivered to the other Contract Customer's water distribution system or to the DuPage County Unit System through the Emergency Interconnection, as the case may be, shall be paid to the Commission directly by the party receiving Lake Water through the Emergency Interconnection at the rates applicable pursuant to, and in accordance with, that party's water purchase and sale contract with the Commission. In case of service curtailment, the other Contract Customer's flow of water through the Emergency Interconnection shall be considered as a portion of the other Contract Customer's allocation from the Commission. In case of service curtailment, DuPage County's flow of water through the Emergency Interconnection shall be considered as a portion of DuPage County's allocation from the Commission.
- (viii) The Commission shall have the right to inspect the Emergency Interconnection, and its operation and maintenance. The Commission shall have the right to install seals or such other devices as the Commission, in its sole and absolute discretion, determines are necessary to determine the operation of the Emergency Interconnection, and all equipment required to be installed to allow the installation of the seals or such other devices shall be installed at DuPage County's sole cost and expense.
- (ix) The Commission shall bear no responsibility for, and the other Contract Customer and DuPage County shall, in writing, release the Commission from, and agree that the Commission shall not be liable for, and agree to indemnify and hold the Commission harmless from, any claims, damages, liabilities, and litigation that may be occasioned by, connected with, or in any way related to the construction, operation, and maintenance of the Emergency Interconnection. The other Contract Customer and DuPage County shall agree, in writing, to pay all fees, costs, and expenses, including legal and administrative fees, costs, and expenses, incurred by the Commission in defending itself with regard to any and all of the matters mentioned in this Subsection 9N.
- (x) The operation and maintenance of the Emergency Interconnection shall comply in all other respects with the Water Commission Act of 1985, the Charter Customer Contract, this Contract, the Chicago Contract, and Resolution No. R-13-90 and the requirements of the Commission thereunder.
- (xi) Notwithstanding anything to the contrary contained in any written or oral agreement for the operation and maintenance of the Emergency Interconnection, the Emergency Interconnection shall be operated and maintained only in accordance with this Subsection 9N and such additional or other terms, conditions, and limitations as the Commission shall impose pursuant to any policy established by the Commission with

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respect to emergency interconnections. No such agreement shall be amended, modified, or otherwise changed except upon the prior written approval of the Commission.

- (xii) The Commission reserves the right to order all use of the Emergency Interconnection to be discontinued, and the other Contract Customer and DuPage County shall agree, in writing, to discontinue such use, at any time the terms, conditions, and limitations of this Subsection 9N and any such additional or other terms, conditions and limitations imposed by the Commission pursuant to any policy established by the Commission with respect to emergency interconnections are not satisfied.

For each discrete and non-contiguous service area served by the DuPage County Unit System except Initially Excluded Service Areas for which DuPage County has not otherwise elected to serve with water from the Commission, no emergency interconnection between such portions of the DuPage County Unit System and a water distribution system owned and operated by any other person, firm, or organization shall be constructed, operated, or maintained except upon the prior written approval of the Commission.

SECTION 10. SCHEDULE FOR COMPLETION OF VARIOUS FACILITIES.

A. Plans and Specifications for DuPage County Unit System Connection Facilities. DuPage County shall prepare, and submit to the Commission for its review and approval, complete detailed plans, specifications, and construction contract documents for the DuPage County Unit System Connection Facilities not later than 252 days after the effective date of this Contract. The Commission shall provide its comments and revisions to DuPage County within 28 days after receipt of such documents. DuPage County shall incorporate all required changes to such documents within 28 days after receipt of the Commission's comments and revisions.

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B. IEPA and Other Approvals For DuPage County Unit System Connection Facilities. DuPage County shall, within 35 days after receipt of the Commission's comments and revisions pursuant to Subsection 10A above, submit such finally revised documents for approval and permitting to the Illinois Environmental Protection Agency (the "IEPA") and every other federal, state, or local governmental body having jurisdiction over any element of the DuPage County Unit System Connection Facilities, and shall diligently pursue each such approval and permit until it is secured.

C. Commencement of Construction of DuPage County Unit System Connection Facilities. DuPage County shall cause construction of the DuPage County Unit System Connection Facilities to be commenced within 371 days after the effective date of this Contract or 28 days after receipt of the last approval from any governmental body required as a condition precedent to construction of the DuPage County Unit System Connection Facilities, whichever is later. DuPage County shall cause construction to be completed within 231 days after commencement.

D. Plans and Specifications for Water Storage Facilities. DuPage County shall prepare, and submit to the Commission for its review and approval, complete detailed plans, specifications, and construction contract documents for the water storage facilities required to be built by DuPage County pursuant to Subsection 4C of this Contract within 364 days after execution of this Contract. The Commission shall provide its comments and revisions to DuPage County within 28 days after receipt of such documents. DuPage County shall incorporate all required changes to such documents within 28 days after receipt of the Commission's comments and revisions.

E. IEPA and Other Approvals for Water Storage Facilities. DuPage County shall, within 35 days after receipt of the Commission's comments and revisions pursuant to Subsection 10D above, submit such finally revised documents for approval and permitting to the IEPA and every other federal, state, or local governmental body having jurisdiction over any element of the water storage facilities, and shall diligently pursue each such approval and permit until it is secured.

F. Commencement of Construction of Water Storage Facilities. DuPage County shall cause construction of the water storage facilities to be commenced within 28 days after receipt of the last approval from any governmental body required as a condition precedent to construction of the water storage facilities. DuPage County shall cause construction to be completed within 231 days after commencement.

G. Transfer of Property Rights. DuPage County shall grant to the Commission all necessary and insured easements for the Commission metering stations and other facilities to be constructed pursuant to Subsection 5A of this Contract within 252 days after the effective date of this Contract. DuPage County shall, immediately upon execution of this Contract, commence all actions necessary to acquire all property rights not already owned by it necessary to fulfill the requirements of Subsection 5A of this Contract and this Subsection 10G.

H. Commencement of Construction of Commission Connection Facilities. The Commission shall cause design of the Commission Connection Facilities to be commenced within 252 days after the effective date of this Contract or 28 days after acquisition of all rights-of-way and other property required for the installation of the Commission Connection Facilities, whichever is later. The Commission shall cause

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construction to be completed within 350 days after commencement of design as herein required or 259 days after receipt of the last approval from any governmental body required as a condition precedent to construction of the Commission Connection Facilities, whichever is later. DuPage County acknowledges and agrees, however, that the Commission may, in the exercise of its sole and absolute discretion, accelerate commencement of the design and construction of the Commission Connection Facilities, or completion of construction thereof, without in any way affecting the obligations of DuPage County under this Contract, including without limitation DuPage County's payment obligations, except with respect to payment of the Cash Deposit required pursuant to Subsection 7C of this Contract.

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

SECTION 11. ASSIGNABILITY.

DuPage County shall not assign or transfer this Contract or any rights or interests herein without the advance written consent of the Commission.

The right to receive all payments that are required to be made by DuPage County to the Commission in accordance with the provisions of this Contract may be assigned by the Commission to any Trustee as provided in any Bond Ordinance to secure the payment of the principal of and the premium, if any, and interest on the

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Bonds as those amounts come due, subject to the application of those payments as may be provided in any Bond Ordinance. DuPage County, upon notice of assignment to any such Trustee, shall make all payments directly to such Trustee. Further, the rights of the Commission to enforce the provisions of this Contract may be assigned to any such Trustee and, in such event, such Trustee shall have the right to enforce this Contract at law or in equity with or without the further consent or participation of the Commission. The Commission also may retain the right to enforce this Contract.

SECTION 12. FORCE MAJEURE.

If by reason of force majeure either party to this Contract shall be rendered unable wholly or in part to carry out its obligation under this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, 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 a public enemy; orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraints of government and people; civil disturbances; explosions, breakage, or accidents to machinery, pipelines, canals, or tunnels; partial or entire failure of water supply; and inability on the part of the Commission to deliver Lake Water hereunder, or of DuPage County to

receive Lake Water hereunder, on account of any other causes not reasonably within the control or ability to cure of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. No force majeure which renders either of the parties unable to perform under this Contract shall relieve DuPage County of its obligation to make payments to the Commission as required under Section 7 of this Contract and such payments shall continue as if the DuPage County Unit System were receiving its Full Water Requirements from the Commission.

SECTION 13. COMMISSION DEFAULTS.

Failure by the Commission to deliver Lake Water to DuPage County as required by this Contract or failure of the Commission to perform any other obligation under this Contract, and the continuation of that failure to perform for 30 days after written notice from DuPage County 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 12 of this Contract. If the Commission defaults under this Contract, then DuPage County may bring any action against the Commission allowed by law. No Commission default shall relieve DuPage County of its obligation to make payments to the Commission as required under Section 7 of this Contract and such payments shall continue as if the DuPage County Unit System were receiving its Full Water Requirements from the Commission.

SECTION 14. DuPAGE COUNTY OBLIGATION UNCONDITIONAL.

DuPage County shall have no right to terminate, cancel, or rescind this Contract; no right to withhold from the Commission or any Trustee who is an assignee of the Commission pursuant to Section 11 of this Contract payments due or to become due under this Contract; no right to recover from the Commission or any such Trustee amounts previously paid under this Contract unless paid in error or contrary to the provisions of this Contract or law; no right of reduction or set-off against the amounts due or to become due under this Contract to the Commission or any such Trustee; and no lien on any amounts in any fund established by the Commission or such Trustee for any reason or on account of the existence or occurrence of any event, condition, or contingency, whether foreseen or unforeseen or foreseeable or unforeseeable by DuPage County or the Commission or any other person, including by way of illustration and not limitation by reason of the fact that the Waterworks System in whole or in part is not completed, operable, or operating; or the output of the Waterworks System in whole or in part is suspended, interrupted, interfered with, reduced, or curtailed; or any party to the Chicago Contract, including the City of Chicago, does not perform in whole or in part thereunder; or the Water Allocation of any of the Commission's Contract Customers is modified or terminated or any such Contract Customer does not perform in whole or in part any agreement or instrument, it being the intent hereof that DuPage County shall be absolutely and unconditionally obligated to make all payments under this Contract. The Commission may issue its Bonds in specific reliance on the limitations set forth in this Section 14 with respect to the rights of DuPage County.

SECTION 15. COOPERATION IN CONSTRUCTION; EASEMENTS.

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

SECTION 16. COOPERATION IN ISSUANCE OF BONDS.

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

- A. Make available general and financial information about itself; and
- B. Consent to publication and distribution of its financial information; and
- C. Certify that general and financial information about it is accurate, does not contain an untrue statement of a material fact, and does not omit to state a material fact necessary in order to make the statements in that information, in light of the circumstances under which they were made, not misleading; and
- D. Make available certified copies of official proceedings; and

E. Provide reasonable certifications to be used in a transcript of closing documents; and

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

SECTION 17. REGULATORY BODIES.

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

SECTION 18. OTHER WATER SUPPLIERS.

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

SECTION 19. NOTICES; EVIDENCE OF ACTIONS.

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

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

To DuPage County: County of DuPage

Attention: _____

And

State's Attorney's Office

Attention: _____

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

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

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

SECTION 20. EFFECTIVE DATE; IDNR APPROVAL; TERM.

A. Effective Date. Except for the provisions of Section 10 of this Contract relating to the commencement of certain work following execution of this Contract and except for the provisions of Section 21 of this Contract relating to the payment of certain costs, as to which provisions this Contract shall be effective immediately after authorization and execution by both parties hereto, this Contract shall be effective upon authorization and execution by both parties hereto and issuance by the State of Illinois Department of Natural Resources, Office of Water Resources, of a Water Allocation permit to DuPage County for each discrete and non-contiguous service area served by the DuPage County Unit System except Initially Excluded Service Areas for which DuPage County has not otherwise elected to serve with water from the Commission, which permit DuPage County agrees to apply for not later than 28 days after execution of this Contract and diligently pursue; provided, however, that the parties' execution of this Contract shall, except as provided in Subsection 20B below, remain effective and binding on each party.

B. IDNR Approval. If the State of Illinois Department of Natural Resources, Office of Water Resources, in a final, non-appealable order declines DuPage County's application for a Water Allocation permit for each discrete and non-contiguous service area served by the DuPage County Unit System except Initially Excluded Service Areas for which DuPage County has not otherwise elected to serve with water from the Commission, this Contract shall be of no force or effect except to the extent provided in Sections 10 and 21 of this Contract as aforesaid. If the State of Illinois Department of Natural Resources, Office of Water Resources, has not approved DuPage County's

application for a Water Allocation permit for each discrete and non-contiguous service area served by the DuPage County Unit System except Initially Excluded Service Areas for which DuPage County has not otherwise elected to serve with water from the Commission on or before the time this Contract would otherwise become effective pursuant to Subsection 21A above, either party, by written notice to the other, may terminate this Contract, in which event this Contract shall be of no force or effect except to the extent provided in Sections 10 and 21 of this Contract as aforesaid.

C. Term. This Contract shall continue in force and effect until February 24, 2024.

SECTION 21. REGULATORY PROCEEDINGS.

Whether or not the State of Illinois Department of Natural Resources, Office of Water Resources, issues a Water Allocation permit to DuPage County for each discrete and non-contiguous service area served by the DuPage County Unit System except Initially Excluded Service Areas for which DuPage County has not otherwise elected to serve with water from the Commission, DuPage County shall pay to the Commission all attorneys', engineering, and administrative fees, costs, and expenses incurred by the Commission for any work related to, or participation in, any regulatory proceeding which shall be required or requested of the Commission by the State of Illinois Department of Natural Resources, Office of Water Resources, or by DuPage County as a result of, or as occasioned by, this Contract and, further, shall pay to the Commission all attorneys', engineering, and administrative fees, costs, and expenses incurred by the Commission in connection with the negotiation, preparation, consideration, and review of this Contract and in implementing the terms of this Contract, including without limitation the

ORDINANCE NO. O-3-06
EXHIBIT 1

costs of design of the Commission Connection Facilities. If the State of Illinois Department of Natural Resources, Office of Water Resources, does not issue a Water Allocation permit to DuPage County for each discrete and non-contiguous service area served by the DuPage County Unit System except Initially Excluded Service Areas for which DuPage County has not otherwise elected to serve with water from the Commission, then DuPage County's payment hereunder shall be due and payable immediately after receipt by it of an invoice from the Commission detailing such costs. If the State of Illinois Department of Natural Resources, Office of Water Resources, issues a Water Allocation permit to DuPage County for each discrete and non-contiguous service area served by the DuPage County Unit System except Initially Excluded Service Areas for which DuPage County has not otherwise elected to serve with water from the Commission, then such costs shall be treated as part of the Connection Facilities Cost provided in Subsection 7C of this Contract.

SECTION 22. GOVERNING LAW.

This Contract shall be construed exclusively under the applicable laws, but not the conflicts of laws rules, of the State of Illinois.

SECTION 23. MODIFICATIONS OR AMENDMENTS.

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

SECTION 24. EXHIBITS INCORPORATED.

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

SECTION 25. EXECUTION IN COUNTERPARTS.

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

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.

COUNTY OF DuPAGE

Date: _____

By: _____
Chairman

(SEAL)

ATTEST:

By: _____
Clerk

ORDINANCE NO. O-3-06
EXHIBIT 1

DUPAGE WATER COMMISSION

Date: _____

By: _____
Chairman

(SEAL)

ATTEST:

By: _____
Clerk

EXHIBITS

- Exhibit A: DuPage County Unit System and Service Areas
- Exhibit B-1: Preliminary Plans for the DuPage County Unit System Connection Facilities
- Exhibit B-2: Preliminary Plans for the Commission Connection Facilities and the Points of Delivery
- Exhibit C: Calculation of Water Storage Requirements
- Exhibit D: Metering Station Easement Agreement
- Exhibit E: Illustrative Calculation of Capital Cost Recovery Charge
- Exhibit F: Calculation of Charter Customer Facilities Credit
- Exhibit G: Calculation of Charter Customer Facilities Quotient
- Exhibit H: Illustrative Schedule of Events

EXHIBIT A

DUPAGE COUNTY UNIT SYSTEM AND SERVICE AREAS

EXHIBIT A
Glen Ellyn Heights



0 500 1,000 2,000 Feet

Legend


 DuPage County Water Service Areas

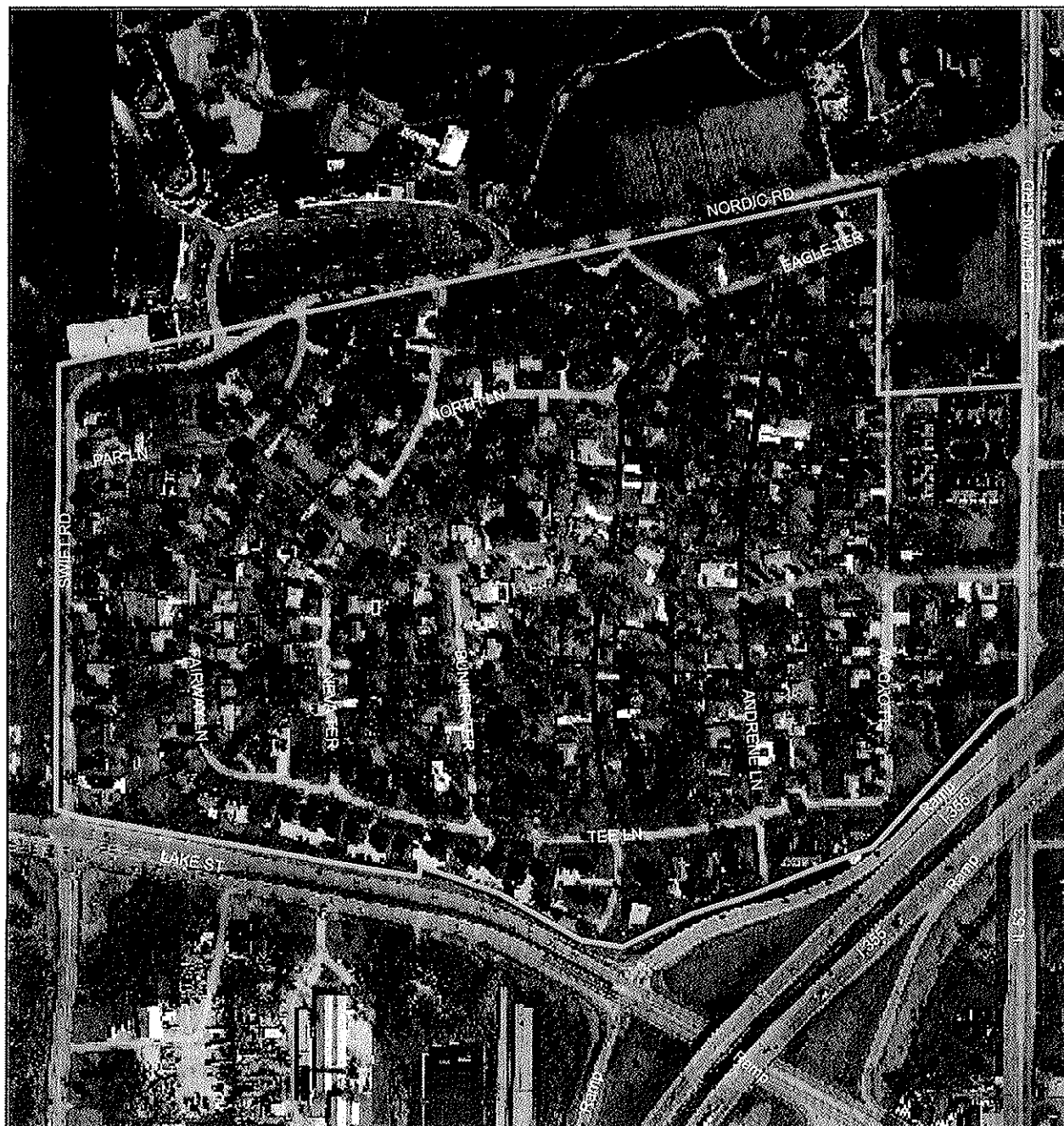
EXHIBIT A
Greene Road




Legend
DuPage County Water Service Areas

0 500 1,000 2,000 Feet

EXHIBIT A
Nordic Park



Legend

 DuPage County Water Service Areas

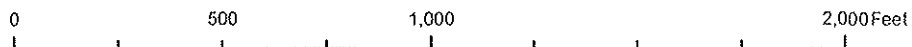


EXHIBIT A SERF




Legend
 DuPage County Water Service Areas

0 5001,000 2,000Feet

EXHIBIT A
Steeple Run



Legend

 DuPage County Water Service Areas

0 500 1,000 2,000 Feet

EXHIBIT A
York Center



Legend
DuPage County Water Service Areas

0 500 1,000 2,000Feet

EXHIBIT B-1

PRELIMINARY PLANS FOR THE DUPAGE COUNTY
UNIT SYSTEM CONNECTION FACILITIES

EXHIBIT B-1

PRELIMINARY PLANS FOR THE DuPAGE COUNTY UNIT SYSTEM CONNECTION FACILITIES

MINIMUM REQUIREMENTS FOR PRESSURE ADJUSTING (PA) STATIONS AND SCHEMATICS

1. Rate Controllers shall be adjusted and the water distribution shall otherwise be operated to take a normally uniform flow rate from the DWC system. The maximum hourly rate should in no case be greater than 1.7 times the average annual hourly rate based on the current Lake Michigan water allocation for the PA station. The adequacy of customer system storage and proper operation of storage facilities to assure uniform take-off is the customer's responsibility.
2. Designs shall provide for the appropriate fluctuation of customer storage facility levels to assure uniform take-off. Elevated storage tanks shall be fluctuated appropriately during sub freezing conditions.
3. Emergency bypass lines, flow rate controllers and system isolation check valves shall be required in all designs.
4. Altitude valves or other appropriate means for preventing elevated and ground storage tank overflows are recommended if such provisions do not already exist in the customer's system.
5. Surge relief facilities for protection of both the customer and DWC facilities shall be required.
6. The type and design of the PA station will be dependent upon:
 - a. The difference between, (i) the minimum DWC system pressure (hydraulic grade) 10 feet downstream of the DWC Metering Station (MS) and, (ii) the customer's elevated tank overflow or system pressure.
 - b. Whether ground storage will be used to receive water at the PA station.

In general, the recommended design types for the various receiving facility designs and the differential between the minimum DWC system grade (at the point of delivery) and the customer system elevated tank overflows or system pressure are as follows:

<u>Design Type</u>	<u>Head (DWC – Customer)</u>
Pressure Reducing (Type A & B)	> / = 28 feet
Rate Control (Type C)	< 28 feet & >= 0 feet
Pressure Increasing (Type D)	< 0 feet

EXHIBIT B-1

PRELIMINARY PLANS FOR THE DUPAGE COUNTY
UNIT SYSTEM CONNECTION FACILITIES

7. Where pumping stations are required (Type D), each station shall be equipped with three (3) pumping units of equal size. Each unit shall have rated capacity of approximately equal to the average day, year 2020 flow, at the station. Two (2) pumping units shall have a combined capacity to provide maximum day, year 2020 flow (1.7 times average day year 2020 flow). The third unit is for standby. A fourth space is shown on the pumping station (Type D) schematic for an additional pumping unit at the customer's option.
8. The facility requirements indicated are for illustrative purposes showing general guidelines and various design functions to be provided. Each station shall be designed and proper equipment shall be selected to meet local and specific conditions.
9. Emergency conditions may permit three (3) times average day flow at the PA based on the year 2020 Lake Michigan Water Allocation or 1500 GPM, whichever is greater.
10. The Commission will only provide a chlorine residual meeting State and Federal Standards at the point of delivery. Additional chlorination facilities, if required, shall be provided by the customer at the customer's expense.

SCHEMATIC OF PRESSURE REDUCING STATION UTILIZING GROUND STORAGE TYPE A

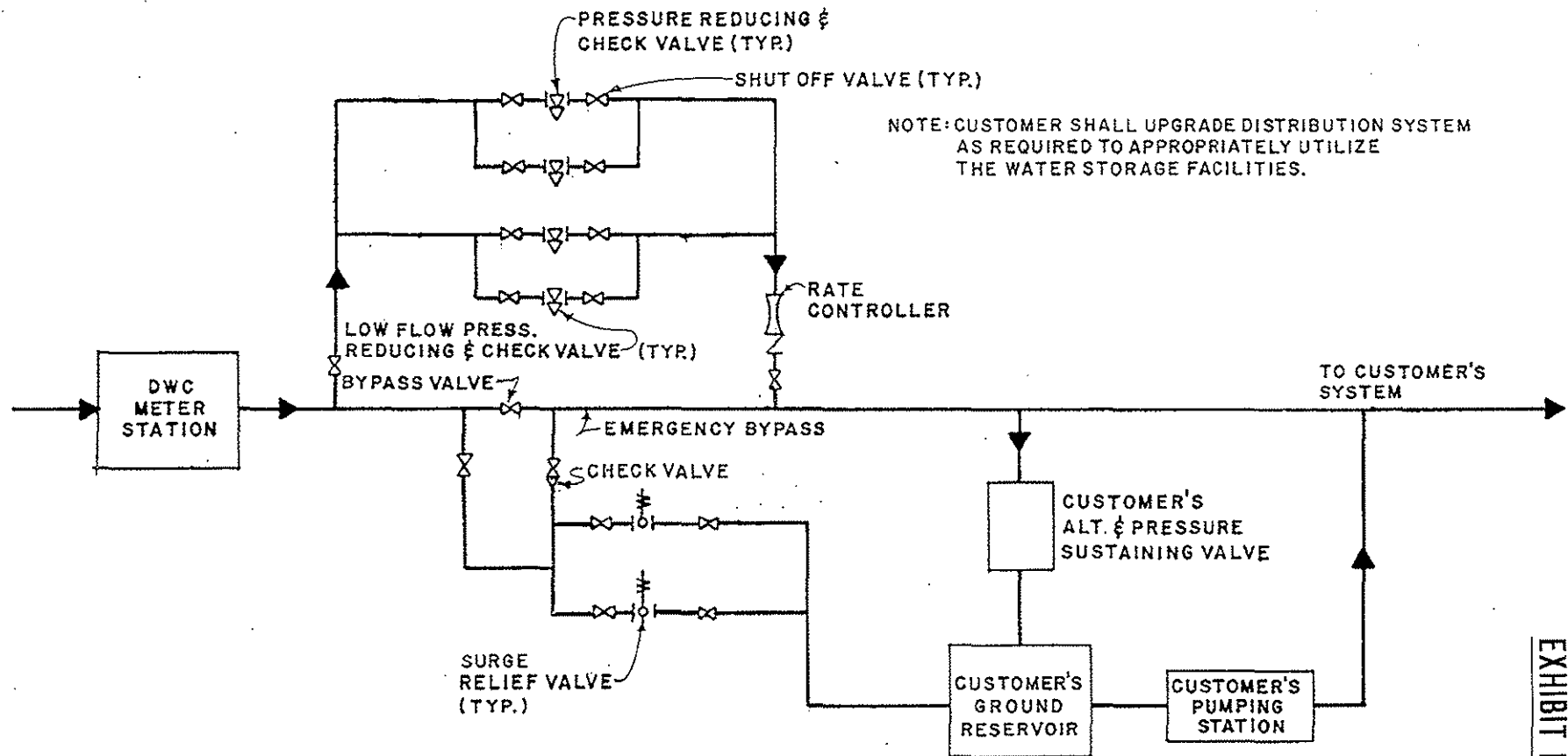


EXHIBIT B-1

SCHEMATIC OF PRESSURE REDUCING STATION TYPE B

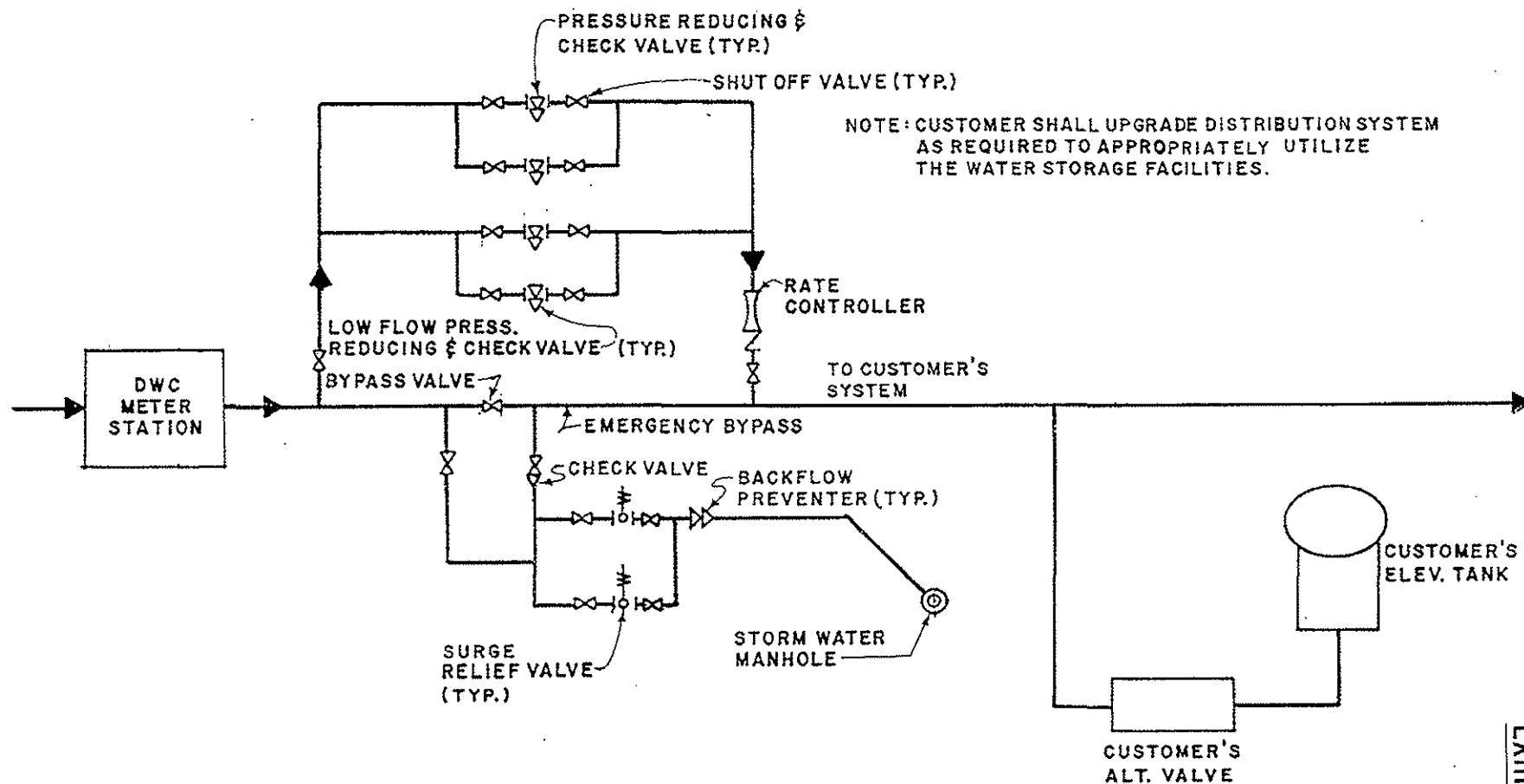


EXHIBIT B-1

SCHEMATIC OF RATE CONTROL STATION TYPE C

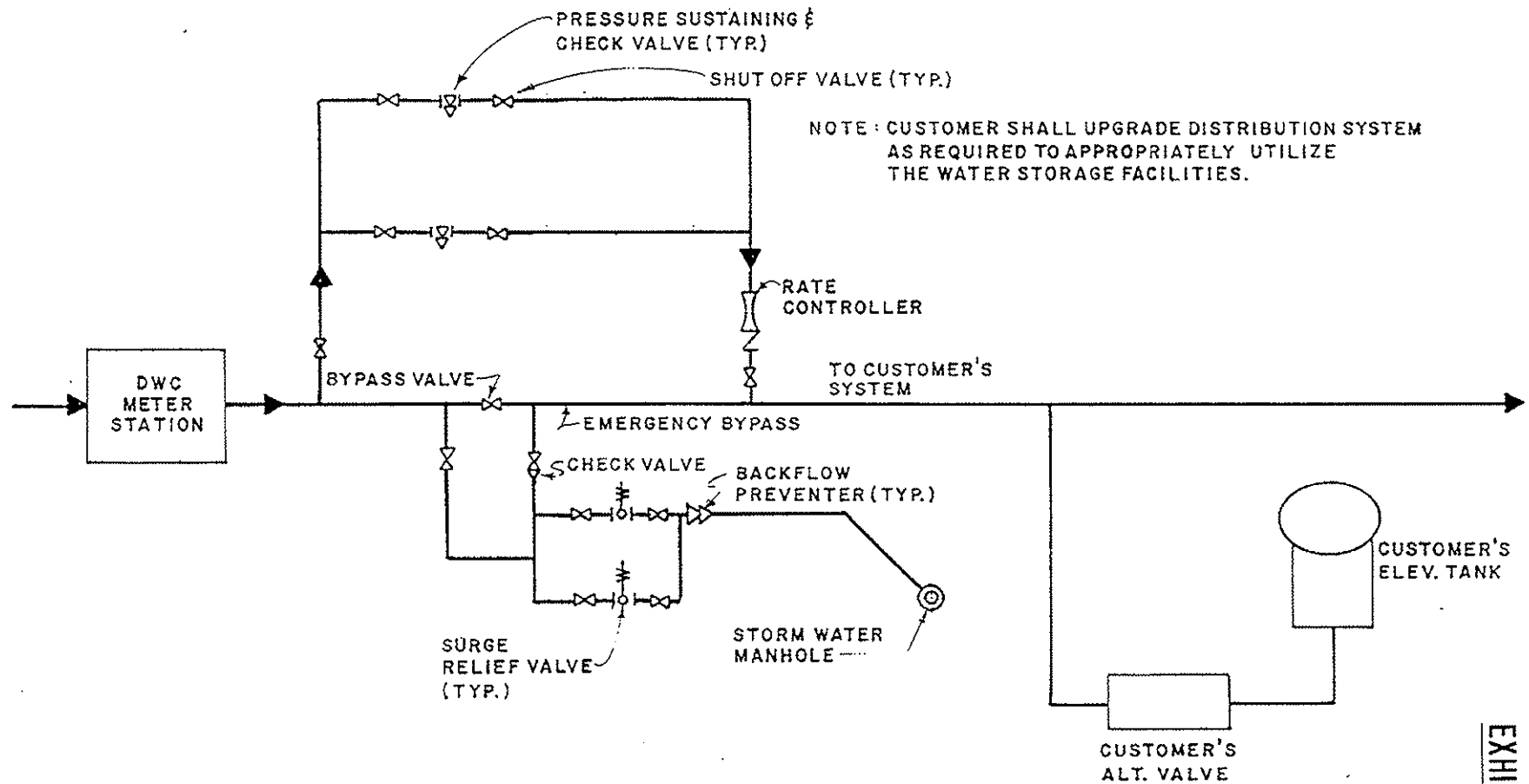


EXHIBIT B-1

SCHEMATIC OF PRESSURE INCREASING STATION TYPE D

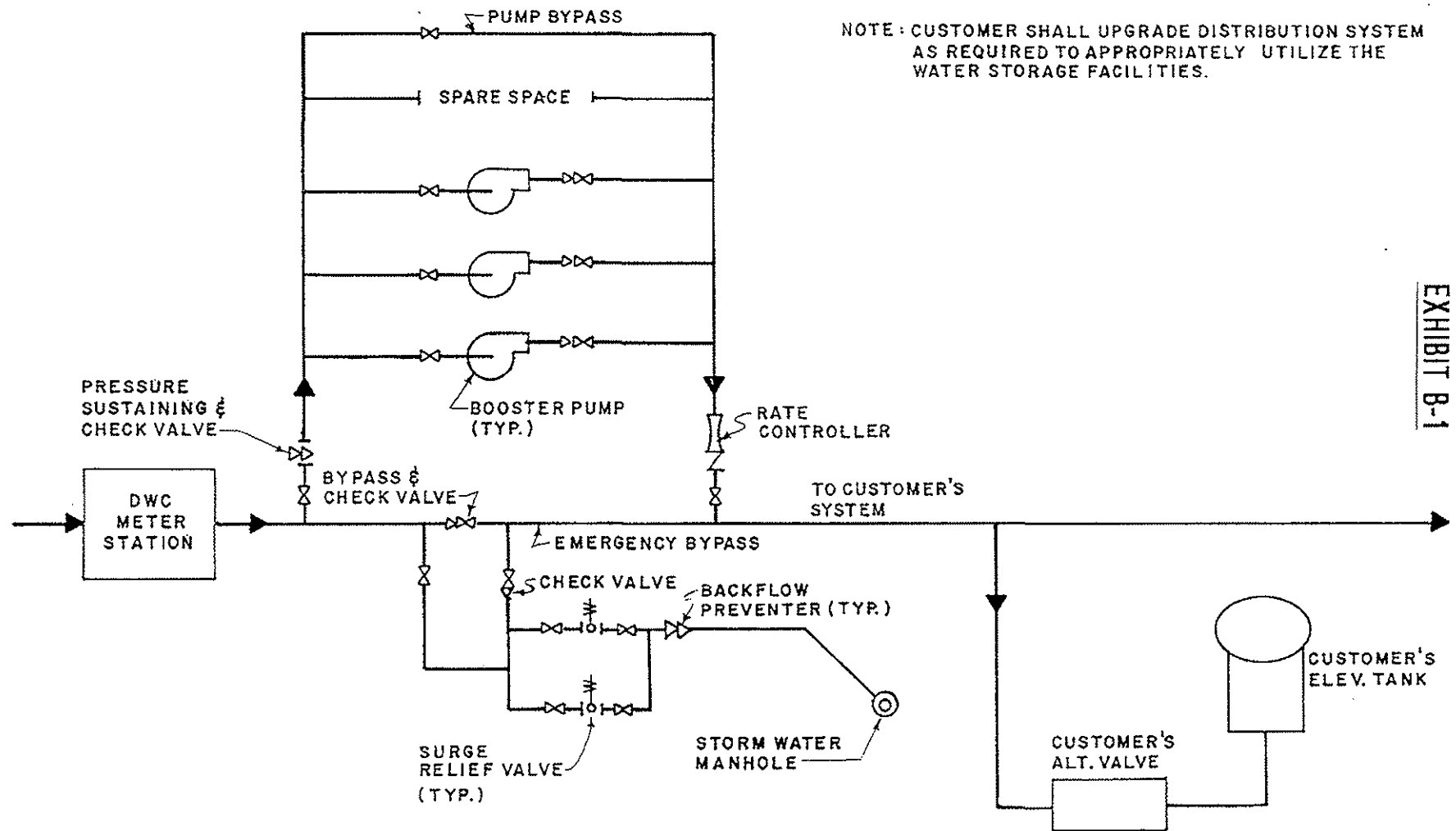


EXHIBIT B-1

EXHIBIT B-2

PRELIMINARY PLANS FOR THE COMMISSION
CONNECTION FACILITIES AND THE
POINTS OF DELIVERY

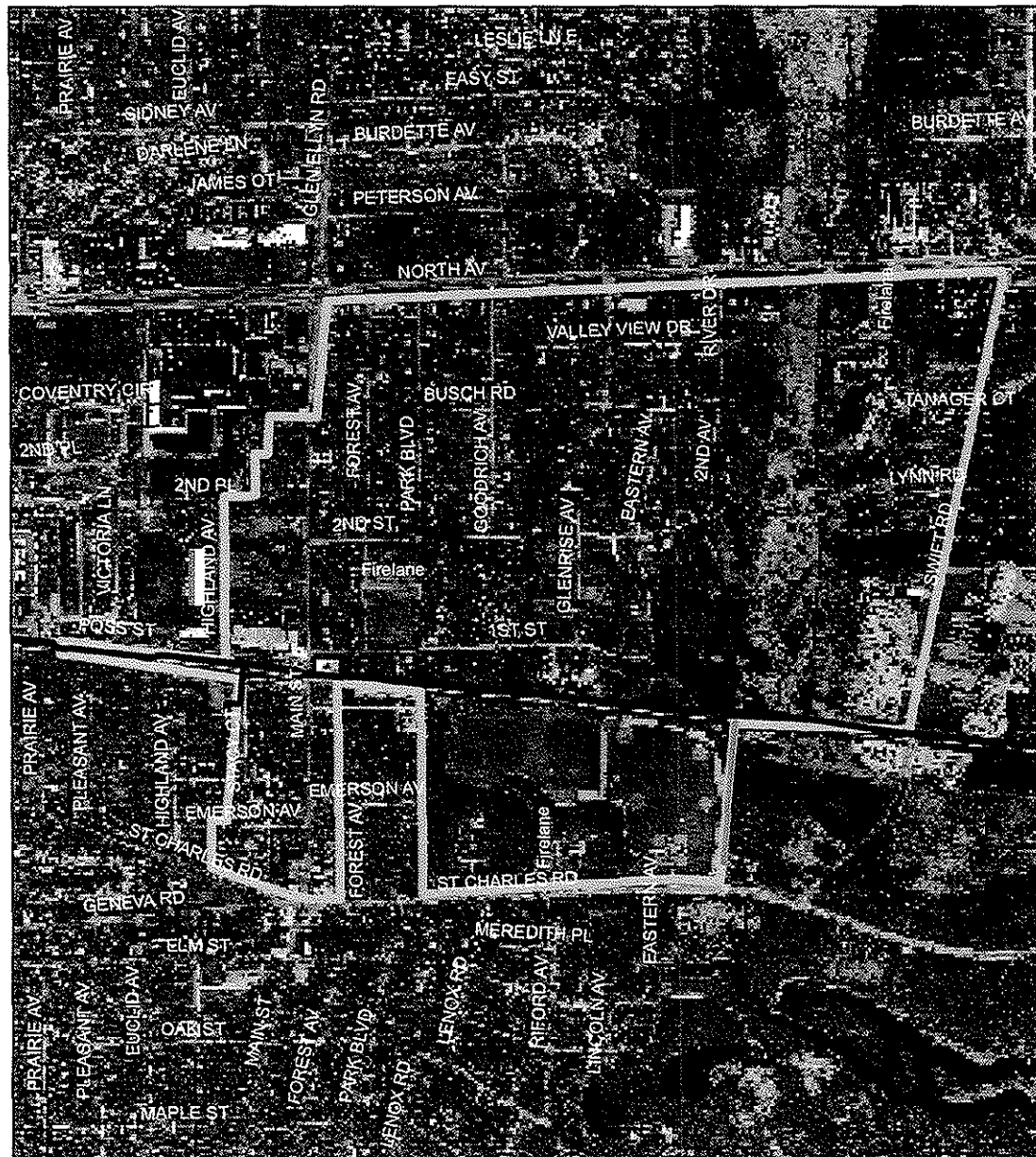


EXHIBIT B-2 Glen Ellyn Heights

Glen Ellyn Heights				
Description	Unit	Cost Per Unit	Estimated Quantities	Total
12" Ductile Iron Pipe in Trench	LFT	\$75	1,178	\$88,350
12" Valve in Vault	EACH	\$5,000	1	\$5,000
Metering Station	EACH	\$90,000	1	\$90,000
Construction Contingencies	20%			\$36,670
Engineering/Legal	10%			\$22,002
Estimated Construction Costs				\$242,022
Population Served	Services (1) 429	TPE (2) 2.69	=	1,154
Estimated Cost Per Person				\$210

(1) Number of Services Provided By DuPage County.

(2) Township Population/Residence Equivalent from 2000 U.S. Census Data.

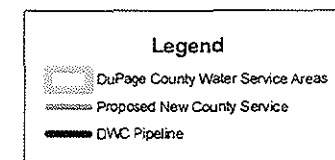




EXHIBIT B-2 Greene Road

Greene Road				
Description	Unit	Cost Per Unit	Estimated Quantities	Total
36" x 12" Tap (Steel Pipe) (1)	EACH	\$8,800	1	\$8,800
12" Ductile Iron Pipe in Casing	LFT	\$300	150	\$45,000
12" Ductile Iron Pipe in Trench	LFT	\$75	425	\$31,950
Metering Station	EACH	\$80,000	1	\$80,000
Construction Contingencies	20%			\$35,150
Engineering/Legal	10%			\$21,080
Estimated Construction Costs				\$223,190
Population Served	Services (2)	TPE (3)		
	101	2.66	=	269
Estimated Cost Per Person				\$831

(1) Excavation and valve included in cost estimate for pipe tapping.

(2) Number of Services Provided By DuPage County.

(3) Township Population/Residence Equivalent from 2000 U.S. Census Data.

Legend	
	DuPage County Water Service Areas
	Proposed New County Service
	DWG Pipeline



EXHIBIT B-2 Nordic Park

North Regional Water Facility (Nordic)				
Description	Unit	Cost Per Unit	Estimated Quantities	Total
24" x 12" Tap (DIP) (1)	EACH	\$9,100	1	\$9,100
12" Ductile Iron Pipe in Casing	LFT	\$300	150	\$45,000
12" Ductile Iron Pipe in Trench	LFT	\$75	150	\$11,250
12" Ductile Iron Pipe in Pavement	LFT	\$175	968	\$169,400
Metering Station	EACH	\$90,000	1	\$90,000
Construction Contingencies	20%			\$64,950
Engineering/Legal	10%			\$38,970
Estimated Construction Costs				\$428,670
Population Served	Services (2)	TPE (3)	"	707
	249	2.84		
Estimated Cost Per Person				\$606

- (1) Excavation and valve included in cost estimate for pipe tapping.
 (2) Number of Services Provided By DuPage County.
 (3) Township Population/Residence Equivalent from 2000 U.S. Census Data.

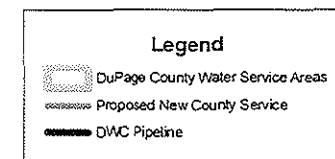
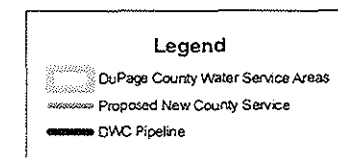




EXHIBIT B-2
Steeple Run

Steeple Run				
Description	Unit	Cost Per Unit	Estimated Quantities	Total
12" Ductile Iron Pipe in Trench	LFT	\$75	365	\$27,375
12" Ductile Iron Pipe in Pavement	LFT	\$175	2150	\$376,250
Metering Station	EACH	\$90,000	1	\$90,000
Construction Contingencies	20%			\$68,725
Engineering/Legal	10%			\$59,235
Estimated Construction Costs				\$651,585
Population Served	Services (1) 665	TPE (2) 2.66	=	1,769
Estimated Cost Per Person				\$368

(1) Number of Services Provided By DuPage County.
(2) Township Population/Residence Equivalent from 2000 U.S. Census Data.



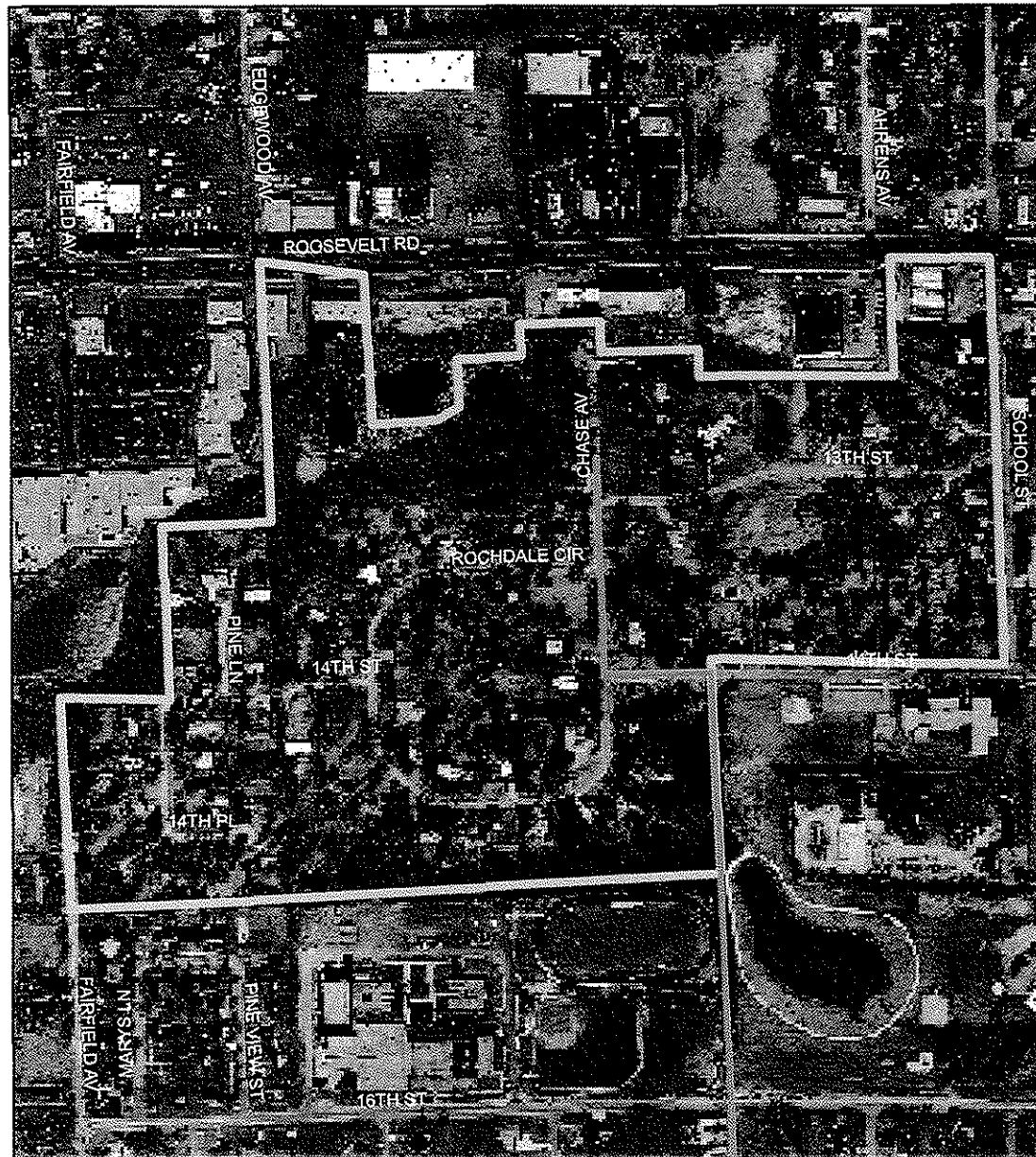


EXHIBIT B-2 York Center

York Center				
Description	Unit	Cost Per Unit	Estimated Quantities	Total
24" x 12" Tap (Concrete Pipe) (1)	EACH	\$11,300	1	\$11,300
12" Ductile Iron Pipe in Casing	LFT	\$300	150	\$45,000
12" Ductile Iron Pipe in Trench	LFT	\$75	1,500	\$112,500
12" Ductile Iron Pipe in Pavement	LFT	\$175	7,370	\$1,289,750
12" Valve in Vault	EACH	\$5,000	1	\$5,000
Metering Station	EACH	\$90,000	1	\$90,000
Construction Contingencies	20%			\$310,710
Engineering/Legal	10%			\$186,426
Estimated Construction Costs				\$2,050,986
Population Served	Services (2)	TPE (3)	"	202
Estimated Cost Per Person				\$10,140

(1) Excavation and valve included in cost estimate for pipe tapping.

(2) Number of Services Provided By DuPage County.

(3) Township Population/Residence Equivalent from 2000 U.S. Census Data.

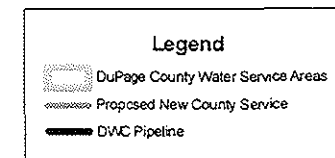


EXHIBIT C

CALCULATION OF WATER STORAGE REQUIREMENTS

WATER STORAGE COUNTY OF DU PAGE							
CUSTOMER	EXISTING STORAGE (MG)	2004 ALLOCATION (IN MGD)	% OF SYSTEM	REQUIRED STORAGE (MG)	SHALLOW WELL ALLOWANCE (MG)	% OF DWC STORAGE (MG)	STORAGE ABOVE OR (BELOW) REQUIRED (MG)
ADDISON	6.75	4.494	4.66%	8.99	0.90	2.91	1.57
ARGONNE NAT'L LAB	1.02	0.758	0.79%	1.52	0.15	0.49	0.14
BENSENVILLE	3.55	2.694	2.79%	5.39	0.00	1.75	(0.09)
BLOOMINGDALE	4.80	2.759	2.86%	5.52	0.55	1.79	1.62
CAROL STREAM	6.50	4.463	4.63%	8.93	0.89	2.89	1.36
CLARENDON HILLS	1.25	0.711	0.74%	1.42	0.14	0.46	0.43
DARIEN	2.75	2.750	2.85%	5.50	0.55	1.78	(0.42)
DOWNERS GROVE	8.00	6.762	7.01%	13.52	1.35	4.38	0.21
ELMHURST	15.00	4.669	4.84%	9.34	0.93	3.03	9.62
GLEN ELLYN (4)	3.17	2.930	3.04%	5.86	0.59	1.90	(0.20)
GLENDALE HEIGHTS	4.20	3.016	3.13%	6.03	0.60	1.95	0.73
HINSDALE	4.50	2.649	2.75%	5.30	0.53	1.72	1.45
IAWC-ARROWHEAD	0.40	0.196	0.20%	0.39	0.04	0.13	0.17
IAWC-COUNTRY CLUB	0.20	0.117	0.12%	0.23	0.02	0.08	0.07
IAWC-DUPAGE/LISLE (1)	0.91	0.598	0.62%	1.20	0.12	0.39	0.22
IAWC-LOMBARD HEIGHTS (2)	0.08	0.072	0.07%	0.14	0.01	0.05	0.00
IAWC-LIBERTY RIDGE EAST (4)	0.07	0.050	0.05%	0.10	0.01	0.03	0.01
IAWC-LIBERTY RIDGE WEST (3)	0.40	0.344	0.36%	0.69	0.07	0.22	0.00
IAWC-VALLEY VIEW	0.88	0.700	0.73%	1.40	0.14	0.45	0.07
ITASCA	3.50	1.742	1.81%	3.48	0.35	1.13	1.49
LISLE (1)	4.79	3.185	3.30%	6.37	0.64	2.06	1.12
LOMBARD (2)	6.14	4.875	5.06%	9.75	0.98	3.16	0.52
NAPERVILLE	43.90	19.674	20.40%	39.35	3.93	12.75	21.24
OAK BROOK	8.00	4.104	4.26%	8.21	0.82	2.66	3.27
OAKBROOK TERRACE	0.50	0.217	0.23%	0.43	0.04	0.14	0.25
ROSELLE	1.75	2.204	2.29%	4.41	0.44	1.43	(0.79)
VILLA PARK	3.80	2.109	2.19%	4.22	0.42	1.37	1.37
WESTMONT	4.50	2.872	2.98%	5.74	0.57	1.86	1.19
WHEATON	7.26	5.830	6.05%	11.66	1.17	3.78	0.54
WILLOWBROOK	4.00	1.321	1.37%	2.64	0.26	0.86	2.48
WINFIELD (3)	1.60	1.113	1.15%	2.23	0.22	0.72	0.32
WOOD DALE	3.35	1.639	1.70%	3.28	0.33	1.06	1.46
WOODRIDGE	6.15	3.134	3.25%	6.27	0.63	2.03	2.54
DPC-SERF	0.88	1.180	1.22%	2.36	0.24	0.76	(0.48)
DPC-Greene Road	0.25	0.052	0.05%	0.10	0.01	0.03	0.19
DPC-Glen Ellyn Heights	0.25	0.181	0.19%	0.36	0.04	0.12	0.04
DPC-Sleeple Run	0.25	0.181	0.19%	0.36	0.04	0.12	0.04
DPC-North Regional Fac.	0.25	0.066	0.07%	0.13	0.01	0.04	0.17
DPC-York Center	0.01	0.015	0.02%	0.03	0.00	0.01	(0.00)
CUSTOMER TOTAL	163.67	96.426	100.00%	192.85	18.75	62.50	
COMMISSION TOTAL	62.50						
TOTAL	226.17						

(1) LISLE CONTRACTED STORAGE TO IAWC DUPAGE/LISLE

(2) LOMBARD CONTRACTED STORAGE TO IAWC LOMBARD

(3) WINFIELD CONTRACTED STORAGE TO IAWC LIBERTY RIDGE WEST

(4) GLEN ELLYN CONTRACTED STORAGE TO IAWC LIBERTY RIDGE EAST

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EXHIBIT 1

EXHIBIT D

METERING STATION EASEMENT AGREEMENT

DUPAGE WATER COMMISSION

METERING STATION

EASEMENT AGREEMENT
(DuPage County Unit System)

PERMANENT REAL ESTATE TAX INDEX NO. _____

Prepared by and Mail to:

Maureen A. Crowley
Staff Attorney
DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Phone: 630-834-0100
Fax: 630-834-0120

METERING STATION
EASEMENT AGREEMENT
(DuPage County Unit System)

THIS EASEMENT AGREEMENT, made and entered into this ____ day of _____, 200_, by and between the DUPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission") and the COUNTY OF DUPAGE, a unit of local government created and existing under the laws of the State of Illinois (the "Customer"),

WITNESSETH:

WHEREAS, the Commission and the Customer have entered into a certain Water Purchase and Sale Contract dated as of _____, 200_ (the "Contract"); and

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

WHEREAS, the Contract provides that each DuPage County Metering Station is to be located at a site selected and provided by the Customer, subject to review and approval by the Commission; and

WHEREAS, the Customer has selected the site legally described and generally depicted in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "DuPage County Building Easement") for the location of a

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DuPage County Metering Station as generally depicted in Exhibit B attached hereto and by this reference incorporated herein and made a part hereof; and

WHEREAS, the Commission has reviewed the DuPage County Building Easement and approved the same for the location of the DuPage County Metering Station; and

WHEREAS, the Commission has submitted to the Customer for review the drawings and specifications for the DuPage County Metering Station; and

WHEREAS, the Commission and the Customer desire to enter into this Easement Agreement in order to provide the Commission with a sufficient property interest in the DuPage County Building Easement to fulfill the provisions and purpose of the Contract;

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

1. The foregoing recitals are hereby incorporated herein as substantive provisions of this Easement Agreement.

2. The Customer hereby grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a perpetual non-exclusive easement to construct, furnish, install, own, operate, maintain, test, inspect, remove, repair, and replace the DuPage County Metering Station at, in, under, and upon the DuPage County Building Easement, together with all reasonable rights of ingress and egress

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EXHIBIT 1

along or across any adjoining lands of, or under the jurisdiction and control of, the Customer. ***[The Customer hereby further grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a non-exclusive perpetual access easement along and across the lands described as the access easement on Exhibit A.]***

3. The DuPage County Metering Station shall be not located, constructed, or maintained in any manner not in substantial conformity with Exhibit B without the express consent of the Customer, which consent shall not be unreasonably withheld.

4. The Commission shall exercise the easement rights hereby granted with due care, and shall not unreasonably interfere with, damage, or harm any Customer property located upon the DuPage County Building Easement and Customer's adjacent property.

5. All fences, roads, landscaping, and improvements shall be restored to former condition by the Commission if disturbed or altered in any manner by construction or maintenance activities of the Commission.

6. The Customer hereby reserves the right to use the DuPage County Building Easement and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Commission of the rights granted hereunder; provided, however, that the Customer shall not in any manner disturb, damage, destroy, injure, obstruct, or permit to be obstructed the DuPage County Metering Station without the express prior written consent of the Commission; nor shall the Customer permanently or temporarily improve, damage, or obstruct the DuPage

ORDINANCE NO. O-3-06
EXHIBIT 1

County Building Easement ***[or the access easement premises]*** in any manner that would impair the exercise by the Commission of the rights hereby granted.

7. The Customer agrees to indemnify and defend the Commission with respect to any and all claims of damages to persons or property that may arise directly from the negligence of the Customer, or its agents or employees, in performing any work on the DuPage County Building Easement and Customer's adjacent property in conjunction with its rights pursuant to Paragraph 6 hereof, and, except as otherwise provided in the Contract, the Commission agrees to indemnify and defend the Customer with respect to any and all claims of damages to persons or property that may arise directly from the negligence of the Commission, or its agents or employees, in performing any work on the DuPage County Building Easement and Customer's adjacent property in conjunction with its rights pursuant to Paragraphs 2, 4, and 5 hereof. The Customer shall provide to the Commission, and the Commission shall provide to the Customer, a certificate of insurance or proof of self-insurance coverage as evidence of its continuing ability to meet the obligation established in this Paragraph, and both shall maintain such coverage at all times.

8. This Easement Agreement shall constitute and stand in the place of all Customer permits required by the Commission or its contractor to construct, furnish, install, own, operate, maintain, test, inspect, remove, repair, and replace the DuPage County Metering Station at, in, under, and upon the DuPage County Building Easement, and the Customer hereby agrees to execute any and all additional documents, approvals, waivers, or consents, if any, that may be reasonably necessary for the Commission to secure any permits required from any county, state, or federal agency

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for or in connection with constructing, furnishing, installing, owning, operating, maintaining, testing, inspecting, repairing, removing, or replacing the DuPage County Metering Station.

9. In the event that the Contract is terminated without renewal with respect to the Customer, the Commission shall, within 90 days, execute and deliver to the Customer an appropriate document evidencing the termination of this Easement Agreement and releasing the permanent easement and access rights hereby granted. The Commission may, within said 90 day period, at its own expense, and in its own discretion, remove the DuPage County Metering Station from the DuPage County Building Easement. If the Commission fails to remove the DuPage County Metering Station, as aforesaid, the Customer may take title to the DuPage County Metering Station.

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

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

ORDINANCE NO. O-3-06
EXHIBIT 1

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

DUPAGE WATER COMMISSION

ATTEST:

By: _____
Robert L. Martin
General Manager

Maureen A. Crowley
Clerk

COUNTY OF DUPAGE

ATTEST:

By: _____

Its: _____

By: _____

Its: _____

ORDINANCE NO. O-3-06
EXHIBIT 1

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

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

Given under my hand and official seal this _____ day of _____,
200__.

Notary Public

My Commission Expires:_____

ORDINANCE NO. O-3-06
EXHIBIT 1

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that _____, personally known to me to be
the _____ of the County of DuPage, and _____,
personally known to me to be the _____ of the County of DuPage, and
personally known to be the same persons whose names are subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that they signed,
sealed, and delivered said instrument as their free and voluntary act, and as the free
and voluntary act of said County, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____,
200__.

Notary Public

My Commission Expires: _____

EXHIBIT E

ILLUSTRATIVE CALCULATION OF
CAPITAL COST RECOVERY CHARGE

	Southeast Reg. Facility (SERF)	Greene Road	Glen Ellyn Heights	Steeple Run	North Reg. Water Fac.	York Center
	(1)	(1)	(1)	(1)	(1)	(1)
Fixed Assets - (including CIP) \$	482,107,810	482,107,810	482,107,810	482,107,810	482,107,810	482,107,810
Less: Feeder Mains and Meter Stations \$	(91,983,318) (2)	(91,983,318) (2)	(91,983,318) (2)	(91,983,318) (2)	(91,983,318) (2)	(91,983,318) (2)
	\$ 390,124,492	390,124,492	390,124,492	390,124,492	390,124,492	390,124,492
Less: Total Declared Rebates \$	(66,326,287) (2)	(66,326,287) (2)	(66,326,287) (2)	(66,326,287) (2)	(66,326,287) (2)	(66,326,287) (2)
Subtotal	\$323,798,205	\$323,798,205	\$323,798,205	\$323,798,205	\$323,798,205	\$323,798,205
Percent Share	1.355185% (3)	0.059720% (3)	0.207872% (3)	0.207872% (3)	0.075798% (3)	0.017227% (3)
Buy-in Costs	\$4,388,064	\$193,372	\$673,084	\$673,084	\$245,434	\$55,780

(1) Fixed Assets, including construction in progress (CIP) as of 5/1/06, forecasted by DWC management.

(2) As of 5/1/04, assumes no new feeder mains/meter stations and rebates between 5/1/04 to 5/1/06.

(3) See computation below:

	MGD (4)	Percentage
Southeast Regional Facility (SERF)	1.180	1.355185%
Greene Road	0.052	0.059720%
Glen Ellyn Heights	0.181	0.207872%
Steeple Run	0.181	0.207872%
North Regional Water Facility	0.066	0.075798%
York Center	0.015	0.017227%
Estimated Avg. of 5/1/04 - 4/30/06	87.073 (5)	

(4) Water billed plus 8% unaccounted for loss

(5) See computation below:

5/04 - 4/05 actual	83.148
5/05 - 4/06 budgeted (94% of allocation)	90.998
	87.073

EXHIBIT F

CALCULATION OF CHARTER CUSTOMER FACILITIES CREDIT

Initial Use and Financing of Commission Facilities

<u>FACILITY</u>	<u>DISTRIBUTION (1) FACILITIES</u>	<u>SUPPLY (2) FACILITIES</u>
12 FOOT DIAMETER TUNNEL		\$ 26,557,903
CHICAGO PUMP STATION		52,336,068
90 INCH TRANSMISSION MAIN		52,775,093
DUPAGE PUMP STATION		47,846,669
DUPAGE TRANSMISSION MAINS	\$123,978,698	
DUPAGE STORAGE	15,770,956	

FACILITIES USED IN COMMON TO SERVE CHARTER CUSTOMERS AND DuPAGE COUNTY	139,749,654 (56.68%)	

FEEDER MAINS	65,353,899	
METER STATIONS	19,775,501	
P.A. STATIONS	21,693,600	
FACILITIES USED TO SERVE ONLY CHARTER CUSTOMERS	106,823,000 (43.32%)	
	-----	-----
TOTAL FACILITIES	\$246,572,654 (100.00%)	\$179,515,733
	=====	=====

NOTES:

- (1) Financed by revenue bonds and customer charges.
- (2) Financed by general obligation bonds and real estate taxes.

EXHIBIT G

CALCULATION OF CHARTER CUSTOMER FACILITIES QUOTIENT

CHARTER CUSTOMER CONNECTION COSTS & COST PER PERSON
May 25, 2005

CHARTER CUSTOMER	COST PER PERSON	POPULATION SERVED (1)	TOTAL COST ALL POINTS OF CONNECTION	ENGINEERING & LEGAL CONTINGENCY 20%	COST ALL POINTS OF CONNECTION	STATION ID	COMPLETE CONNECTION CONSTRUCTION COST (2)	METERING STATION CONSTRUCTION COST (2)	TURBINE METER CONSTRUCTION COST (2)	FEEDER MAIN CONSTRUCTION COST (2)
ADDISON	\$647	36,900	\$23,880,949	\$3,980,158	\$19,900,791	MS-1a	\$3,547,931	\$461,386	\$9,579	\$3,076,966
						MS-1b	\$4,935,489	\$461,386	\$9,579	\$4,464,524
						MS-1c	\$3,543,099	\$276,831	\$5,498	\$3,260,770
						MS-1d	\$4,358,329	\$461,386	\$9,579	\$3,887,364
						MS-1d	\$3,515,943	\$276,831	\$5,498	\$3,233,614
BENSENVILLE	\$43	21,660	\$921,195	\$153,533	\$767,663	MS-2a	\$767,663	\$560,683	\$18,172	\$188,808
BLOOMINGDALE	\$233	22,215	\$5,186,999	\$864,500	\$4,322,499	MS-3a	\$3,771,285	\$336,410	\$10,903	\$3,423,972
						MS-3b	\$551,214	\$252,306	\$8,247	\$290,661
CAROL STREAM	\$76	40,438	\$3,067,780	\$511,297	\$2,556,484	MS-4a	\$1,189,382	\$336,410	\$10,903	\$822,069
						MS-4b	\$1,387,102	\$336,410	\$10,903	\$1,039,789
CLARENDON HILLS	\$141	7,675	\$1,079,463	\$179,910	\$899,552	MS-6a	\$297,691	\$276,831	\$5,498	\$15,362
						MS-6b	\$601,861	\$276,831	\$5,498	\$319,532
DARIEN	\$30	25,720	\$783,588	\$130,598	\$652,990	MS-7a	\$652,990	\$336,410	\$10,903	\$305,677
DOWNERS GROVE	\$293	53,697	\$15,712,717	\$2,618,786	\$13,093,930	MS-8a	\$3,112,437	\$336,410	\$10,903	\$2,765,125
						MS-8b	\$2,243,599	\$369,109	\$7,269	\$1,867,222
						MS-8c	\$538,431	\$461,386	\$9,579	\$67,466
						MS-8d	\$3,558,163	\$420,511	\$14,368	\$3,123,284
						MS-8e	\$3,641,299	\$336,410	\$10,903	\$3,293,987
ELMHURST	\$93	42,762	\$3,984,191	\$664,032	\$3,320,159	MS-10a	\$672,581	\$336,410	\$10,903	\$325,268
						MS-10b	\$843,498	\$336,410	\$10,903	\$496,185
						MS-10c	\$1,804,080	\$336,410	\$10,903	\$1,456,767
GLENDALE HEIGHTS	\$80	32,888	\$2,616,699	\$436,116	\$2,180,582	MS-11a	\$747,651	\$369,109	\$7,269	\$371,273
						MS-11b	\$927,457	\$252,306	\$10,903	\$664,248
						MS-11c	\$505,475	\$276,831	\$5,498	\$223,145
GLEN ELLYN	\$82	27,622	\$2,273,146	\$378,858	\$1,894,288	MS-26a	\$569,043	\$461,386	\$9,579	\$98,079
						MS-26b	\$1,325,245	\$560,683	\$18,172	\$746,391
HINSDALE	\$111	17,010	\$1,884,990	\$314,165	\$1,570,825	MS-12a	\$1,570,825	\$399,683	\$18,172	\$1,152,971
ITASCA	\$239	8,382	\$2,006,270	\$334,378	\$1,671,892	MS-25a	\$493,683	\$276,831	\$5,498	\$211,354
						MS-25b	\$309,035	\$276,831	\$5,498	\$26,706
						MS-25c	\$869,174	\$369,109	\$7,269	\$492,796
LISLE	\$529	21,895	\$11,580,580	\$1,930,097	\$9,650,483	MS-13a	\$1,369,279	\$336,410	\$10,903	\$1,021,966
						MS-13b	\$3,582,193	\$336,410	\$10,903	\$3,234,880
						MS-13c	\$4,699,012	\$461,386	\$9,579	\$4,228,047

Notes:

(1) POPULATIONS DERIVED FROM DATA COLLECTION PERFORMED MARCH 2005.

(2) CONSTRUCTION COSTS INFLATED FROM MID-POINT CONSTRUCTION TO APRIL 2005 USING ENR INDICES (April 2005 = 7355).

CHARTER CUSTOMER CONNECTION COSTS & COST PER PERSON
May 25, 2005

CHARTER CUSTOMER	COST PER PERSON	POPULATION SERVED (1)	TOTAL COST ALL POINTS OF CONNECTION	ENGINEERING & LEGAL CONTINGENCY 20%	COST ALL POINTS OF CONNECTION	STATION ID	COMPLETE CONNECTION CONSTRUCTION COST (2)	METERING STATION CONSTRUCTION COST (2)	TURBINE METER CONSTRUCTION COST (2)	FEEDER MAIN CONSTRUCTION COST (2)
LOMBARD	\$184	43,048	\$7,903,348	\$1,317,225	\$6,586,123	MS-14a	\$2,122,925	\$336,410	\$10,903	\$1,775,612
						MS-14b	\$1,337,032	\$369,109	\$7,269	\$960,654
						MS-14c	\$490,164	\$276,831	\$5,498	\$207,835
						MS-14d	\$2,636,003	\$252,306	\$14,368	\$2,369,328
NAPERVILLE	\$163	96,339	\$15,705,451	\$2,617,575	\$13,087,876	MS-15a	\$1,050,321	\$420,511	\$14,368	\$615,441
						MS-15b	\$930,255	\$700,852	\$23,947	\$205,456
						MS-15c	\$1,231,558	\$560,683	\$18,172	\$652,704
						MS-15d	\$325,990	\$252,306	\$8,247	\$65,437
						MS-15e	\$1,362,588	\$420,511	\$14,368	\$927,708
						MS-15f	\$4,551,725	\$560,683	\$18,172	\$3,972,871
						MS-15g	\$3,635,439	\$681,236	\$14,368	\$2,939,834
OAK BROOK	\$286	22,407	\$6,402,101	\$1,067,017	\$5,335,084	MS-16a	\$3,251,265	\$420,511	\$14,368	\$2,816,385
						MS-16b	\$620,796	\$461,386	\$7,269	\$152,142
						MS-16c	\$1,463,023	\$420,511	\$14,368	\$1,028,144
ROSELLE	\$106	19,698	\$2,080,533	\$346,756	\$1,733,778	MS-18a	\$522,387	\$369,109	\$7,269	\$146,010
						MS-18b	\$400,869	\$369,109	\$7,269	\$24,492
						MS-18c	\$810,521	\$369,109	\$7,269	\$434,144
VILLA PARK	\$203	22,522	\$4,576,518	\$762,753	\$3,813,765	MS-19a	\$2,298,759	\$369,109	\$7,269	\$1,922,382
						MS-19b	\$306,677	\$276,831	\$5,498	\$24,348
						MS-19c	\$1,208,328	\$369,109	\$7,269	\$831,951
WESTMONT	\$49	25,964	\$1,277,168	\$212,861	\$1,064,307	MS-20a	\$373,258	\$336,410	\$10,903	\$25,945
						MS-20b	\$691,049	\$336,410	\$10,903	\$343,737
WHEATON	\$54	55,239	\$2,990,898	\$498,483	\$2,492,415	MS-21a	\$485,876	\$420,511	\$14,368	\$50,997
						MS-21b	\$1,466,871	\$420,511	\$14,368	\$1,031,992
						MS-21c	\$539,668	\$336,410	\$10,903	\$192,355
WILLOWBROOK	\$159	8,991	\$1,429,187	\$238,198	\$1,190,989	MS-22a	\$1,190,989	\$420,511	\$14,368	\$756,110
WOOD DALE	\$121	13,451	\$1,625,929	\$270,988	\$1,354,940	MS-23a	\$637,174	\$364,279	\$7,269	\$285,627
						MS-23b	\$717,766	\$461,386	\$9,579	\$246,802
WOODRIDGE	\$137	35,695	\$4,884,607	\$814,101	\$4,070,506	MS-24a	\$517,464	\$461,386	\$9,579	\$46,500
						MS-24b	\$762,246	\$461,386	\$9,579	\$291,282
						MS-24c	\$2,790,795	\$461,386	\$9,579	\$2,319,831

Notes:

(1) POPULATIONS DERIVED FROM DATA COLLECTION PERFORMED MARCH 2005.

(2) CONSTRUCTION COSTS INFLATED FROM MID-POINT CONSTRUCTION TO APRIL 2005 USING ENR INDICES (April 2005 = 7355).

EXHIBIT H

ILLUSTRATIVE SCHEDULE OF EVENTS

EXHIBIT H

ILLUSTRATIVE SCHEDULE OF EVENTS

Week	0	4	16	48	52
I. DuPage County Duties	Contract Signed				
A. IDNR Allocation		File Application for IDNR Allocation (Section 20A)	Projected IDNR Allocation (Contract Effective)		
B. Property Interests	Commence acquisition of necessary interests (Section 10G)				Convey all required easements and interests to DWC (Section 10G)
C. DuPage County Unit System Connection Facilities					Submit plans and specifications for DWC review (Section 10A)
D. Water Storage Facilities					Submit plans and specifications for DWC review (Section 10D)
II. DWC Duties					
A. Property Interests				Projected completion of acquisition of necessary property interests	
B. Commission Connection Facilities					Commence Design (Section 10H)
III. Other Events					
A. Cash Deposit				Pay Cash Deposit (Section 7C)	
B. Delivery of Water					
C. Payment of Costs other than O&M					
D. Payment of O&M Costs					

EXHIBIT H

ILLUSTRATIVE SCHEDULE OF EVENTS

Week	56	60	61	65
I. DuPage County Duties				
A. IDNR Allocation				
B. Property Interests				
C. DuPage County Unit System Connection Facilities	DWC completes review (Section 10A)	Complete final plans and specs (Section 10A)	File for IEPA and local approvals (Section 10B)	Projected IEPA and local approvals
D. Water Storage Facilities	DWC completes review (Section 10D)	Complete final plans and specs (Section 10D)	File for IEPA and local approvals (Section 10E)	Projected IEPA and local approvals
II. DWC Duties				
A. Property Interests				
B. Commission Connection Facilities				Projected IEPA and local approvals
III. Other Events				
A. Cash Deposit				
B. Delivery of Water				
C. Payment of Costs other than O&M				
D. Payment of O&M Costs				


EXHIBIT H

ILLUSTRATIVE SCHEDULE OF EVENTS

Week	69	102	110
I. DuPage County Duties			
A. IDNR Allocation			
B. Property Interests			
C. DuPage County Unit System Connection Facilities	Commence construction 28 days after receipt of last required approval (Section 10C)	Complete construction (Section 10C)	
D. Water Storage Facilities	Commence construction 28 days after receipt of last required approval (Section 10F)	Complete construction (Section 10F)	
II. DWC Duties			
A. Property Interests			
B. Commission Connection Facilities		Complete construction 350 days after commencement of design (Section 10H)	
III. Other Events			
A. Cash Deposit			
B. Delivery of Water		Delivery Begins (Section 3B)	
C. Payment of Costs other than O&M			First payment due at 1st billing cycle after earlier of delivery of water or 12 months after Commission Connection Facilities substantially completed (Section 7M)
D. Payment of O&M Costs			First payment due at 1st billing cycle after earlier of delivery of water or substantial completion of Commission Connection Facilities (Section 7M)

DATE: March 9, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Pipeline
ITEM	<p>A Resolution Approving and Ratifying Certain Task Orders Under a Master Contract with Cathodic Protection Management, Inc. at the March 20, 2006, DuPage Water Commission Meeting</p> <p>Resolution No. R-9-06</p>	APPROVAL 	
<p>Account No.: 01-60-7915</p> <p>The Commission entered into a master contract with Cathodic Protection Management, Inc. (CPM) dated January 14, 2005, for corrosion control and mitigation services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-9-06 would approve the following Task Orders to the Master Contract:</p> <p>Task Order No. 5: This task order is for the work involved to inspect and test the cathodic protection components of the work to be installed by the contractor rehabilitating the Commission's 90" blow off valves under Contract BOV-2, including type, number, and size of sacrificial anodes. This work will be performed at a cost not-to-exceed \$45,000.00.</p>			
<p>MOTION: To approve Resolution No. R-9-06.</p>			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-9-06

A RESOLUTION APPROVING AND RATIFYING CERTAIN
TASK ORDERS UNDER A MASTER CONTRACT
WITH CATHODIC PROTECTION MANAGEMENT, INC. AT THE
MARCH 20, 2006, DuPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into a contract with Cathodic Protection Management, Inc. (the "Consultant") dated January 14, 2005, to provide, from time to time, corrosion control and mitigation services (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, corrosion control and mitigation services in connection with 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 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 _____, 2006.

Chairman

ATTEST:

Clerk

EXHIBIT 1

TASK ORDER NO. 5

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Cathodic Protection Management, Inc. ("Consultant"), for Corrosion Control and Mitigation Services dated January 14, 2005 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

Inspect and test the cathodic protection components of the work to be installed under Owner's Contract BOV-2.

2. **Services of Consultant:**

A. Basic Services:

1. Determine the type, number, and size of sacrificial anodes to be installed by the contractor rehabilitating Owner's 90" blow off valves in accordance with industry accepted testing methods and Section 6 of the Specifications for Owner's Contract BOV-2, including:
 - Confirming measurements of Owner's 90" blow off valve depths and riser distances to determine initial anode requirements and installation type.
 - Measuring anode currents at least 2 weeks after initial installation in order to determine the need for additional anodes.
2. Monitor the installation of the cathodic protection systems installed under Owner's Contract BOV-2 and determine whether, as the work progresses, the work to be performed by the contractor rehabilitating Owner's 90" blow off valves is being performed in compliance with, and as required by or pursuant to, Section 6 of the Specifications for Owner's Contract BOV-2.
3. In the presence of Owner, conduct operational surveys of the cathodic protection systems installed at each of the 29 separate and discrete locations that together comprise the Contract BOV-2 Work Site in order to verify satisfactory operation of the installations in accordance with, and as required by, Section 6 of the Specifications for Owner's Contract BOV-2.
4. Provide Owner with monthly progress reports, including operation survey results every 30 days as the work progresses.
5. Provide a final inspection report evidencing verification of satisfactory operation of all of the cathodic protection systems installed under Owner's Contract BOV-2.

B. Additional Services:

None

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

None

4. **Commencement Date:**

January 30, 2006

5. **Completion Date:**

365 days following Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

Names:

Telephone:

William P. Carlson

(630) 313-5784

8. **Contract Price:**

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of 2.5% 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 \$45,000.00 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 under this Task Order shall be determined as follows:

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

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. **Modifications to Contract:**

None

11. **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 March 21, 2006

DUPAGE WATER COMMISSION

By: _____

Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Edward Kazmierczak

Title: Pipeline Supervisor

Address: 600 East Butterfield Road, Elmhurst, Illinois 60126-4642

E-mail Address: kazmierczak@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

CATHODIC PROTECTION MANAGEMENT,
INC.

By: _____
William P. Carlson
President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: William P. Carlson

Title: President

Address: 2052 Parkview Cr. E., Hoffman Estates, Illinois 60195

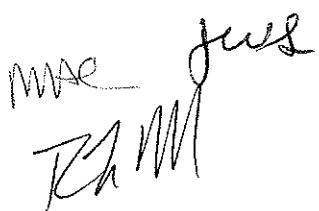
E-mail Address: billcpm007@aol.com

Phone: (630) 313-5784

Fax: (630) 313-5788

DATE: March 9, 2006

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Instrumentation & Remote Facilities
ITEM	<p>A Resolution Approving a First Amendment to Task Order No. 2 under the Master Contract with Cathodic Protection Management, Inc.</p> <p>Resolution No. R-11-06</p>	APPROVAL 	
<p>Account Number: 01-60-7510</p> <p>The Commission entered into a master contract with Cathodic Protection Management, Inc. (CPM) dated January 14, 2005, for corrosion control and mitigation services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Pursuant to Resolution No. R-18-05, the Commission approved Task Order No. 2 to the Master Contract for the Evaluation, Adjustment, and Balancing of the Contract TE-5 Stray Current Cathodic Protection Systems.</p> <p>During the course of the work, CPM discovered several of the rectifiers were malfunctioning. These same units had malfunctioned in the past. The Commission questioned the reliability of the rectifiers and asked CPM to look into alternate rectifiers that would be more reliable. CPM is recommending that the Commission use the same rectifiers that were installed at the tank sites and that, to date, have proven reliable. As a result, Task Order No. 2 needs to be amended to add replacement of the rectifier equipment to the scope of services, to extend the completion date for the corrosion control and mitigation services to be provided, and to increase the not-to-exceed cost of the work from \$49,000.00 to \$115,000.00.</p>			
MOTION: To approve Resolution No. R-11-06.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-11-06

A RESOLUTION APPROVING A FIRST AMENDMENT TO
TASK ORDER NO. 2 UNDER THE MASTER CONTRACT WITH
CATHODIC PROTECTION MANAGEMENT, INC.

WHEREAS, the DuPage Water Commission (the "Commission") entered into a master contract with Cathodic Protection Management, Inc. (the "Consultant") dated January 14, 2005, to provide, from time to time, corrosion control and mitigation services (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, corrosion control and mitigation services for such discrete projects as are delineated and described in Task Orders to be approved by the Commission and the Consultant; and

WHEREAS, pursuant to Resolution No. R-18-05, the Commission approved Task Order No. 2 to the Master Contract for the for the Evaluation, Adjustment, and Balancing of the Contract TE-5 Stray Current Cathodic Protection Systems; and

WHEREAS, the Commission and the Consultant desire to amend Task Order No. 2 to the Master Contract to add replacement of the rectifier equipment to the scope of services, to extend the time for completion of the project, and to increase the not-to-exceed cost of the work, the Board of Commissioners of the DuPage Water Commission hereby finding and determining that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the Task Order was signed, the changes are germane to the Task Order as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law; and

WHEREAS, the Consultant has approved the First Amendment to Task Order No. 2 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1;

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 First Amendment to Task Order No. 2 attached hereto as Exhibit 1 shall be and hereby is approved.

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 _____, 2006.

Chairman

ATTEST:

Clerk

EXHIBIT 1

FIRST AMENDMENT TO TASK ORDER NO. 2

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Cathodic Protection Management, Inc. ("Consultant"), for Corrosion Control and Mitigation Services dated January 14, 2005 (the "Contract"), Owner and Consultant agree to amend Task Order No. 2 to the Contract for the for the Evaluation, Adjustment, and Balancing of the Contract TE-5 Stray Current Cathodic Protection Systems project ("Task Order No. 2") as follows:

1. Project:

Section 1, entitled "Project," of Task Order No. 2 shall be, and it hereby is, amended in its entirety so that said Section 1 shall hereafter be and read as follows:

"1. Project:

Evaluate, provide new rectifiers, adjust, and balance the Contract TE-5 Stray Current Cathodic Protection Systems installed to mitigate the Chicago Transit Authority stray DC current that is present on the 72-Inch Transmission Main"

2. Services of Consultant:

Section 2, entitled "Services of Consultant," of Task Order No. 2 shall be, and it hereby is, amended in its entirety so that said Section 2 shall hereafter be and read as follows:

"2. Services of Consultant:

A. Basic Services:

1. Visit each rectifier location and verify the operation of the existing equipment and adjust to the appropriate set point.
2. Obtain base line data over the transit systems operations (a) at the rectifiers, (b) between the rectifiers, and (c) at both ends of the line.
3. Obtain current versus pipe-to-soil potentials at test points detailed in Paragraph 2A2 above.
4. Analyze data collected.
5. Provide and oversee the installation of new rectifier equipment within existing rectifier cabinets (as needed).
6. Properly connect and interface with the existing electrode cables and cellular RTU.

7. Startup the new rectifier equipment and verify proper operation.
8. Set rectifier outputs and control mode settings.
9. Re-obtain base line data as detailed in Paragraph 2A2 to validate rectifier settings and obtain minimum and maximum potential readings over a 15 minute interval.
10. Prepare, for review and approval by Owner, a report summarizing the results of the foregoing, together with operating recommendations, and provide five copies and review them in person with Owner.

B. Additional Services:

None”

3. Completion Date:

Section 5, entitled “Completion Date,” of Task Order No. 2 shall be, and it hereby is, amended in its entirety so that said Section 5 shall hereafter be and read as follows:

“5. Completion Date:

October 31, 2006, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.”

4. Contract Price:

Section 8, entitled “Contract Price,” of Task Order No. 2 shall be, and it hereby is, amended in its entirety so that said Section 8 shall hereafter be and read as follows:

“8. Contract Price:

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of 2.5% 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 \$115,000.00 except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract.

In all other respects, Task Order No. 2 to the Contract shall remain in full force and effect, and Task Order No. 2 to the Contract shall be binding on both parties as hereinabove amended.

DUPAGE WATER COMMISSION

By: _____
Robert L. Martin, P.E.
General Manager

CATHODIC PROTECTION MANAGEMENT,
INC.


By: _____
William P. Carlson
President



DuPage Water Commission

MEMORANDUM

TO: Chairman and Commissioners

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

DATE: March 10, 2006

SUBJECT: Summary of Action Since Previous Meeting

1. A notice of the Management Budget Ordinance hearing to be held at 7:30 P.M. on Thursday, April 13, 2006 will be mailed on March 21, 2006.
2. The Brookfield-North Riverside Water Commission was informed that the Commission considered their request for supplemental service and determined it was not in the Commission's best interests to engage in discussion at this time.



DuPage Water Commission

MEMORANDUM

TO: Finance Committee

FROM: R. Max Richter
Financial Administrator

DATE: March 10, 2006

SUBJECT: A/P History Report
A/P Regular Open Item Register

The following is a summary of the Historical Check Report and Accounts Payables for the March 20 Commission meeting as requested by the Finance Committee.

February A/P History Check Report (1)	\$3,782,553.78
A/P Regular Open Item Register	\$9,103.22
Total	<u>\$3,791,657.00</u>

(1) Previously authorized

PACKET: 00359 HOLD FOR BOARD PACKAGE
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

Accounts Payable

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-1239		DIVANE BROS. ELECTRIC CO.				
I-QRE2-002A		REPAIR & SECURE ELEC. SERV.	9,103.22			
3/20/2006	IL	DUE: 2/27/2006 DISC: 2/27/2006				
		REPAIR & SECURE ELEC. SERV.		01 60-6633	MTR ST, ROVS, STANDPIPES	9,103.22
		=== VENDOR TOTALS ===	9,103.22			
		=== PACKET TOTALS ===	9,103.22			

PACKET: 00359 HOLD FOR BOARD PACKAGE
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** T O T A L S **

INVOICE TOTALS	9,103.22
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00

BATCH TOTALS	9,103.22
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** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	-----LINE ITEM-----		-----GROUP BUDGET-----	
					ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	2005-2006	01 -60-6633.	MTR ST, ROVS, STANDPIPES	9,103.22	540,200	334,274.95		
			** 2005-2006 YEAR TOTALS	9,103.22				

PACKET: 00359 HOLD FOR BOARD PACKAGE
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	3/2006	9,103.22

NO ERRORS

** END OF REPORT **

TOTAL ERRORS: 0

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

Items Paid

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1369	A & B LOCK SERVICE LTD.						
I-2006021373	KEYS	R	2/17/2006	456.50		001274	456.50
	*** VENDOR TOTALS ***					1 CHECKS	456.50
1067	AEREX PEST CONTROL						
I-675397	EXTERMINATOR: JAN. 2006	R	2/03/2006	47.00		001216	
I-675403	EXTERMINATOR: JAN. 2006	R	2/03/2006	47.00		001216	
I-675660	EXTERMINATOR: JAN. 2006	R	2/03/2006	50.00		001216	144.00
	*** VENDOR TOTALS ***					1 CHECKS	144.00
1087	ALLIANCE WINDOW CLEANING INC.						
I-86290	WINDOW WASHING: JAN. 2006	R	2/03/2006	164.00		001217	164.00
	*** VENDOR TOTALS ***					1 CHECKS	164.00
1133	ALVORD, BURDICK & HOWSON, LLC						
I-102	TW-2	R	2/03/2006	7,804.30		001218	
I-2006013	TIB-1	R	2/03/2006	27,297.91		001218	
I-265	TS-5	R	2/03/2006	1,224.32		001218	36,326.53
	*** VENDOR TOTALS ***					1 CHECKS	36,326.53
1088	AMERICAN WATER WORKS ASSOCIATI						
I-1000299696	AWWA STANDARDS BINDERS	R	2/17/2006	167.50		001275	167.50
	*** VENDOR TOTALS ***					1 CHECKS	167.50
1138	AT&T						
I-2006021374	DPPS LONG DIST. SERV.: 01/06	R	2/17/2006	164.01		001276	164.01
	*** VENDOR TOTALS ***					1 CHECKS	164.01
1072	AVALON PETROLEUM COMPANY						
I-473351	GASOLINE	R	2/03/2006	2,151.00		001219	2,151.00
	*** VENDOR TOTALS ***					1 CHECKS	2,151.00
1015	AZ COMMERCIAL PROGRAM						
I-2568082212	VEHICLE MAINTENANCE	R	2/03/2006	23.44		001220	23.44
	*** VENDOR TOTALS ***					1 CHECKS	23.44
1089	BERLAND'S HOUSE OF TOOLS						
I-335741	ROV MAINTENANCE	R	2/17/2006	98.35		001277	98.35
	*** VENDOR TOTALS ***					1 CHECKS	98.35
1170	BOYE JANITORIAL SERVICE INC.						
I-8139	JANITORIAL SERVICE: 01/06	R	2/03/2006	1,942.50		001221	1,942.50
	*** VENDOR TOTALS ***					1 CHECKS	1,942.50

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1187	BULLIS LOCK COMPANY, INC.						
I-22689	KEYS	R	2/03/2006	245.00		001222	245.00
1187	BULLIS LOCK COMPANY, INC.						
I-33052	LOCK INSTALLED AT MS14C	R	2/17/2006	974.00		001278	974.00
	*** VENDOR TOTALS ***					2 CHECKS	1,219.00
1361	BUSINESS 21 PUBLISHING						
I-2006020246	SUBSCRIPTION OF SAFETY 21	R	2/03/2006	129.00		001223	129.00
	*** VENDOR TOTALS ***					1 CHECKS	129.00
1177	CATHODIC PROTECTION MANAGEMENT						
I-1725	90" TRANS. CORR. MIT. SYSTEM	R	2/03/2006	638.75		001224	
I-1726	TECH. SUP. - TE-5 ADJ. PROJ.	R	2/03/2006	3,720.00		001224	
I-1727	TS CORROSION MITIGATION	R	2/03/2006	3,060.50		001224	7,419.25
	*** VENDOR TOTALS ***					1 CHECKS	7,419.25
1023	CDW GOVERNMENT, INC.						
I-WD58982	MC AFEE SECURE MESSAGING SERV.	R	2/03/2006	1,439.64		001225	1,439.64
	*** VENDOR TOTALS ***					1 CHECKS	1,439.64
1134	CITY OF CHICAGO DEPARTMENT OF						
I-2006020247	LEX. STA. ELECT.: 09/28-10/27	R	2/03/2006	75,884.82		001226	75,884.82
1134	CITY OF CHICAGO DEPARTMENT OF						
I-2006020248	LEX. STA. ELECT.: 10/27-11/29	R	2/03/2006	76,342.96		001227	76,342.96
1134	CITY OF CHICAGO DEPARTMENT OF						
I-2006021680	LEX. PUMP STA. LABOR: 12/05	R	2/17/2006	31,670.82		001279	31,670.82
1134	CITY OF CHICAGO DEPARTMENT OF						
I-2006021681	LEX. PUMP STA. LABOR: 01/06	R	2/17/2006	33,883.49		001280	33,883.49
	*** VENDOR TOTALS ***					4 CHECKS	217,782.09
1135	CITY OF CHICAGO SUPERINTENDENT						
I-2006020249	WATER BILLING: 12/05 CORR.	R	2/03/2006	77,722.08		001228	
I-2006020250	WATER BILLING: 01/01-01/31/06	R	2/03/2006	3,063,415.95		001228	3,141,138.03
	*** VENDOR TOTALS ***					1 CHECKS	3,141,138.03
1179	CHICAGO TRIBUNE						
I-357009001	EMPLOYMENT AD	R	2/17/2006	1,556.00		001281	1,556.00
	*** VENDOR TOTALS ***					1 CHECKS	1,556.00

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1362	COCHRANE COMPRESSOR COMPANY						
I-I-46512-0	COMPRESSOR REPAIRS	R	2/03/2006	238.55		001229	238.55
1362	COCHRANE COMPRESSOR COMPANY						
I-I-47513-0	COMPRESSOR REPAIRS	R	2/17/2006	2,975.92		001282	2,975.92
	*** VENDOR TOTALS ***					2 CHECKS	3,214.47
1009	COMED						
I-2006020251	DPFS ELECT SERV: 12/22-01/25	R	2/03/2006	141,858.45		001230	141,858.45
1009	COMED						
I-2006021686	METER STATION ELECTRIC SERVICE	R	2/17/2006	10,112.86		001283	10,112.86
	*** VENDOR TOTALS ***					2 CHECKS	151,971.31
1275	MAUREEN CROWLEY						
I-2006020252	EMPL. HOLIDAY LUNCHEON	R	2/03/2006	2,092.02		001231	2,092.02
	*** VENDOR TOTALS ***					1 CHECKS	2,092.02
1025	DANKA OFFICE IMAGING						
I-704575924	COPIER MAINT.: 01/14-02/13	R	2/03/2006	89.69		001232	89.69
1025	DANKA OFFICE IMAGING						
I-704609606	COPIER MAINT.: 01/28-04/27	R	2/17/2006	303.60		001284	303.60
	*** VENDOR TOTALS ***					2 CHECKS	393.29
1339	DATASTREAM SYSTEMS, INC.						
I-266388	DATASTREAM 7I EXPRESS	R	2/03/2006	15,594.00		001233	15,594.00
1339	DATASTREAM SYSTEMS, INC.						
I-266388-2	DATASTREAM 7I EXPRESS	R	2/17/2006	25.00		001285	25.00
	*** VENDOR TOTALS ***					2 CHECKS	15,619.00
1014	DHL EXPRESS (USA) INC.						
I-T5359115	MESSENGER SERVICE	R	2/03/2006	366.64		001234	
I-T6708122	MESSENGER SERVICE	R	2/03/2006	164.14		001234	530.78
1014	DHL EXPRESS (USA) INC.						
I-T9862005	OVERNIGHT DELIVERY	R	2/17/2006	719.98		001286	719.98
	*** VENDOR TOTALS ***					2 CHECKS	1,250.76
1363	DRAIK MIDWEST COMPANY, INC.						
I-20253	DRUM FOR OIL STORAGE RACK	R	2/03/2006	857.00		001235	857.00
	*** VENDOR TOTALS ***					1 CHECKS	857.00

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1232	DUPAGE COUNTY TREASURER						
I-230	POWER ROD/VACUUM STORM SEWER	R	2/03/2006	727.44		001236	727.44
	*** VENDOR TOTALS ***					1 CHECKS	727.44
1370	COUNTY OF DUPAGE						
I-2006021375	PERMIT	R	2/17/2006	460.00		001287	460.00
	*** VENDOR TOTALS ***					1 CHECKS	460.00
1030	ELMHURST AUTO PARTS						
I-73704	VEHICLE MAINTENANCE: M-153835	R	2/17/2006	4.43		001288	4.43
	*** VENDOR TOTALS ***					1 CHECKS	4.43
1233	ELMHURST MEMORIAL HOSPITAL						
I-30069	CPR TRAINING	R	2/03/2006	800.00		001237	800.00
1233	ELMHURST MEMORIAL HOSPITAL						
I-30296	PRE-EMPLOYMENT PHYSICALS	R	2/17/2006	170.00		001289	
I-30384	CPR TRAINING	R	2/17/2006	480.00		001289	650.00
	*** VENDOR TOTALS ***					2 CHECKS	1,450.00
1097	ELMHURST PLAZA STANDARD INC.						
I-11606	GASOLINE	R	2/03/2006	58.01		001238	
I-11683	GASOLINE	R	2/03/2006	32.41		001238	
I-28275	VEHICLE MAINTENANCE: M-63636	R	2/03/2006	197.45		001238	287.87
1097	ELMHURST PLAZA STANDARD INC.						
I-11571	GASOLINE	R	2/17/2006	57.28		001290	57.28
	*** VENDOR TOTALS ***					2 CHECKS	345.15
1026	EXCALIBUR REFRESHMENT CONCEPTS						
I-51178	COFFEE & SUPPLIES	R	2/17/2006	118.70		001291	118.70
	*** VENDOR TOTALS ***					1 CHECKS	118.70
1065	FEDEX						
I-3-308-27735	OVERNIGHT DELIVERY	R	2/03/2006	306.92		001239	306.92
	*** VENDOR TOTALS ***					1 CHECKS	306.92
1052	AJ GALLAGHER RISK MGMT SVCS PR						
I-282938	PUBLIC OFFICIALS BOND	R	2/03/2006	71,190.00		001240	71,190.00
	*** VENDOR TOTALS ***					1 CHECKS	71,190.00

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1371	GCF INC.						
I-5236689	METER STATION MAINTENANCE	R	2/17/2006	102.08		001292	102.08
	*** VENDOR TOTALS ***					1 CHECKS	102.08
1193	GE SUPPLY						
I-265-097932	METER STATION MAINTENANCE	R	2/03/2006	128.49		001241	128.49
	*** VENDOR TOTALS ***					1 CHECKS	128.49
1055	GRAINGER						
I-001-183030-4	1.5 HP CENTRIFUGAL PUMP	R	2/03/2006	417.76		001242	
I-002-218545-8	1.5 HP CENTRIFUGAL PUMPS	R	2/03/2006	835.52		001242	
I-935-183029-5	1.5 HP CENTRIFUGAL PUMP	R	2/03/2006	417.76		001242	1,671.04
1055	GRAINGER						
I-9001622365	MAINTENANCE SUPPLIES	R	2/17/2006	117.88		001293	117.88
	*** VENDOR TOTALS ***					2 CHECKS	1,788.92
1264	H-O-H CHEMICALS, INC.						
I-00256166	SODIUM HYDROXIDE	R	2/17/2006	705.28		001294	705.28
	*** VENDOR TOTALS ***					1 CHECKS	705.28
1101	HOLLAND & KNIGHT LLP						
I-2006020366	LEGAL SERVICES: DEC. 2005	R	2/17/2006	914.50		001295	914.50
	*** VENDOR TOTALS ***					1 CHECKS	914.50
1050	HOME DEPOT CREDIT SERVICES						
I-2012463	MAINTENANCE SUPPLIES	R	2/17/2006	71.83		001296	
I-6030761	MAINTENANCE SUPPLIES	R	2/17/2006	41.39		001296	
I-8027960	METER STATION MAINTENANCE	R	2/17/2006	21.51		001296	
I-8030378	METER STATION MAINTENANCE	R	2/17/2006	4.49		001296	139.22
	*** VENDOR TOTALS ***					1 CHECKS	139.22
1225	IKON OFFICE SOLUTIONS						
I-26922082	COPIER MAINT.: 10/20-11/18/05	R	2/17/2006	392.48		001297	
I-26922083	COPIER MAINT.: 11/18-12/18/05	R	2/17/2006	400.90		001297	
I-26922084	COPIER MAINT.: 12/18-01/18	R	2/17/2006	409.40		001297	1,202.78
	*** VENDOR TOTALS ***					1 CHECKS	1,202.78
1053	ILLINOIS PUBLIC RISK FUND						
I-2006020253	WORKERS COMPENSATION INS.	R	2/03/2006	6,930.00		001243	6,930.00
	*** VENDOR TOTALS ***					1 CHECKS	6,930.00

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1063	ILLINOIS SECTION AWWA						
I-3723	TRAINING: T. MC GHEE	R	2/17/2006	60.00		001298	60.00
	*** VENDOR TOTALS ***					1 CHECKS	60.00
1376	STATE OF ILLINOIS - BOILER SAF						
I-9351073	PRESSURE VESSELS INSPECTION	R	2/17/2006	300.00		001299	300.00
	*** VENDOR TOTALS ***					1 CHECKS	300.00
1032	JULIE, INC.						
I-01-06-0433	UTILITY LOCATES: JAN. 2006	R	2/17/2006	2,561.70		001300	2,561.70
	*** VENDOR TOTALS ***					1 CHECKS	2,561.70
1036	LAWSON PRODUCTS, INC.						
I-4029977	MAINTENANCE SUPPLIES	R	2/03/2006	36.30		001244	36.30
	*** VENDOR TOTALS ***					1 CHECKS	36.30
1077	MAPLOGIC CORPORATION						
I-MLC-2006-111	ANNUAL SOFTWARE MAINT.	R	2/03/2006	250.00		001245	250.00
	*** VENDOR TOTALS ***					1 CHECKS	250.00
1191	TERRANCE MC GHEE						
I-2006021682	TUITION REIMBURSEMENT	R	2/17/2006	3,040.00		001301	3,040.00
	*** VENDOR TOTALS ***					1 CHECKS	3,040.00
1054	MCMASTER-CARR SUPPLY COMPANY						
I-37249556	METER STATION MAINTENANCE	R	2/17/2006	294.37		001302	
I-37340463	METER STATION MAINTENANCE	R	2/17/2006	470.84		001302	765.21
	*** VENDOR TOTALS ***					1 CHECKS	765.21
1069	MEL'S ACE HARDWARE						
I-01484376 76	MAINTENANCE SUPPLIES	R	2/17/2006	30.51		001303	
I-01484616 76	METER STATION MAINTENANCE	R	2/17/2006	18.63		001303	
I-01486052 76	METER STATION MAINTENANCE	R	2/17/2006	17.74		001303	
I-01486302 76	METER STATION MAINTENANCE	R	2/17/2006	6.44		001303	
I-01486448 76	MAINTENANCE SUPPLIES	R	2/17/2006	16.63		001303	
I-01486788 76	ROV MAINTENANCE	R	2/17/2006	12.81		001303	
I-01486940 76	MAINTENANCE SUPPLIES	R	2/17/2006	3.77		001303	
I-01488486 76	MAINTENANCE SUPPLIES	R	2/17/2006	37.98		001303	
I-01488615 76	VEHICLE MAINTENANCE	R	2/17/2006	4.78		001303	
I-01488629 77	VEHICLE MAINTENANCE	R	2/17/2006	6.74		001303	
I-01489050 76	PIPELINE SUPPLIES	R	2/17/2006	24.44		001303	
I-01490433 76	MAINTENANCE SUPPLIES	R	2/17/2006	4.28		001303	
I-01491961 77	ROV MAINTENANCE	R	2/17/2006	23.06		001303	207.81
	*** VENDOR TOTALS ***					1 CHECKS	207.81

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1051	MENARDS~ HILLSIDE						
I-43459	OFFICE SUPPLIES	R	2/17/2006	29.97		001304	
I-43665	MAINTENANCE SUPPLIES	R	2/17/2006	17.07		001304	
I-43802	MAINTENANCE SUPPLIES	R	2/17/2006	13.51		001304	
I-47975	MAINTENANCE SUPPLIES	R	2/17/2006	6.24		001304	
I-47978	MAINTENANCE SUPPLIES	R	2/17/2006	19.96		001304	
I-48005	MS, ROV, TS MAINTENANCE	R	2/17/2006	66.85		001304	153.60
	*** VENDOR TOTALS ***					1 CHECKS	153.60
1176	MICROWAVE DATA SYSTEMS INC.						
I-MDS 9017691	SCADA/INSTRUMENTATION	R	2/03/2006	1,280.76		001246	1,280.76
	*** VENDOR TOTALS ***					1 CHECKS	1,280.76
1194	MK BATTERY						
I-IV084412	METER STATION BATTERIES	R	2/03/2006	1,581.91	15.82CR	001247	1,566.09
1194	MK BATTERY						
I-IV086683	EMERGENCY LIGHT BATTERIES	R	2/17/2006	415.20	4.15CR	001305	411.05
	*** VENDOR TOTALS ***					2 CHECKS	1,977.14
1364	JOSEPH MOX						
I-2006020254	CDL LICENSE RENEWAL	R	2/03/2006	65.00		001248	65.00
	*** VENDOR TOTALS ***					1 CHECKS	65.00
1372	NACE INTERNATIONAL						
I-2006021376	NACE 2 YEAR MEMBERSHIP	R	2/17/2006	250.00		001306	250.00
	*** VENDOR TOTALS ***					1 CHECKS	250.00
1021	NAPERVILLE, CITY OF						
I-2006020255	METER STATION ELECTRIC SERVICE	R	2/03/2006	700.67		001249	700.67
1021	NAPERVILLE, CITY OF						
I-2006021683	METER STATION ELECTRIC SERVICE	R	2/17/2006	315.33		001307	315.33
	*** VENDOR TOTALS ***					2 CHECKS	1,016.00
1070	NATIONAL CITY BANK OF THE MIDW						
I-802294001	SAFEKEEPING FEES: DEC. 2005	R	2/17/2006	1,034.40		001308	1,034.40
	*** VENDOR TOTALS ***					1 CHECKS	1,034.40
1203	NATIONAL SAFETY COUNCIL						
I-2006020258	NSC ANNUAL MEMBERSHIP	R	2/03/2006	250.00		001250	250.00

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1203	NATIONAL SAFETY COUNCIL						
I-5219518	SAFETY MANUALS & HANDBOOKS	R	2/17/2006	1,155.83		001309	
I-5219533	SAFETY MANUALS & HANDBOOKS	R	2/17/2006	32.95		001309	
I-5219629	SUPERVISOR MAGAZINE SUBSCR.	R	2/17/2006	21.00		001309	1,209.78
	*** VENDOR TOTALS ***					2 CHECKS	1,459.78
1060	NTG, INC.						
I-50759	CORROSION TELEMETRY: 01/06	R	2/17/2006	36.00		001310	36.00
	*** VENDOR TOTALS ***					1 CHECKS	36.00
1373	NEUCO INC.						
I-828489	METER STATION MAINTENANCE	R	2/17/2006	15.97		001311	15.97
	*** VENDOR TOTALS ***					1 CHECKS	15.97
1110	NEWARK INONE						
I-12122770	SCADA/INSTRUMENTATION	R	2/03/2006	319.69		001251	319.69
	*** VENDOR TOTALS ***					1 CHECKS	319.69
1111	NICOR GAS						
I-2006020259	DPPS SERV.: 12/12/05-01/11/06	R	2/03/2006	10,798.84		001252	10,798.84
	*** VENDOR TOTALS ***					1 CHECKS	10,798.84
1112	NORTH SHORE UNIFORM						
I-06-117	UNIFORMS	R	2/17/2006	340.15		001312	340.15
	*** VENDOR TOTALS ***					1 CHECKS	340.15
1357	NORTHERN ILLINOIS UNIVERSITY						
I-DCE005308	OSHA TRAINING	R	2/03/2006	1,450.00		001253	
I-DCE005313	OSHA TRAINING	R	2/03/2006	1,158.00		001253	2,608.00
	*** VENDOR TOTALS ***					1 CHECKS	2,608.00
1208	OLIVE GROVE LANDSCAPING, INC.						
I-8563	TREE REMOVAL	R	2/17/2006	995.00		001313	995.00
	*** VENDOR TOTALS ***					1 CHECKS	995.00
1038	ORR SAFETY						
I-INV0523250	SCADA/INSTRUMENTATION	R	2/03/2006	394.00		001254	394.00
	*** VENDOR TOTALS ***					1 CHECKS	394.00
1081	PATRICK ENGINEERING INC.						
I-2006020260	GIS TRAINING	R	2/03/2006	2,250.00		001255	2,250.00

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1081	PATRICK ENGINEERING INC.						
I-20506.054-001	CONCEPTUAL GEODATABASE DESIGN	R	2/17/2006	3,750.00		001314	
I-9593.B0-005	INDET. AM/FM & GIS ASSIST.	R	2/17/2006	2,100.00		001314	5,850.00
	*** VENDOR TOTALS ***					2 CHECKS	8,100.00
1374	PC MAGAZINE						
I-2006021377	PC MAGAZINE SUBSCRIPTION	R	2/17/2006	25.00		001315	25.00
	*** VENDOR TOTALS ***					1 CHECKS	25.00
1158	PETTY CASH - CUSTODIAN						
I-2006021684	ADM EXP, POSTAGE, PARKING, VEH	R	2/17/2006	438.30		001316	438.30
	*** VENDOR TOTALS ***					1 CHECKS	438.30
1061	PLATINUM PLUS FOR BUSINESS						
I-2006020261	EMPLOYEE LUNCHEON	R	2/03/2006	297.38		001256	
I-2006020262	I-PASS, ADMIN. EXP., GAS	R	2/03/2006	293.96		001256	591.34
	*** VENDOR TOTALS ***					1 CHECKS	591.34
1365	PMA SECURITIES, INC.						
I-77568	PMA REPORTS	R	2/03/2006	625.00		001257	625.00
	*** VENDOR TOTALS ***					1 CHECKS	625.00
1115	PROSAFETY						
I-2/500620	SAFETY SUPPLIES	R	2/03/2006	24.00		001258	24.00
	*** VENDOR TOTALS ***					1 CHECKS	24.00
1039	QUILL CORPORATION						
I-3946522	OFFICE SUPPLIES	R	2/03/2006	56.64		001259	
I-3966592	OFFICE SUPPLIES	R	2/03/2006	19.86		001259	
I-4065506	OFFICE SUPPLIES	R	2/03/2006	58.44		001259	
I-4084295	OFFICE SUPPLIES	R	2/03/2006	76.54		001259	
I-4109969	OFFICE SUPPLIES	R	2/03/2006	56.67		001259	
I-4312657	OFFICE SUPPLIES	R	2/03/2006	191.25		001259	
I-4331188	OFFICE SUPPLIES	R	2/03/2006	57.24		001259	
I-4384678	OFFICE SUPPLIES	R	2/03/2006	111.63		001259	628.27
1039	QUILL CORPORATION						
C-999664	OFFICE SUPPLIES RETURNED	R	2/17/2006	107.99CR		001317	
I-4200806	OFFICE SUPPLIES	R	2/17/2006	107.99		001317	
I-4395580	OFFICE SUPPLIES	R	2/17/2006	107.99		001317	
I-4474944	OFFICE SUPPLIES	R	2/17/2006	8.68		001317	
I-4494354	OFFICE SUPPLIES	R	2/17/2006	61.18		001317	
I-4494489	OFFICE SUPPLIES	R	2/17/2006	136.30		001317	
I-4566477	OFFICE SUPPLIES	R	2/17/2006	66.76		001317	
I-4642607	OFFICE SUPPLIES	R	2/17/2006	171.78		001317	552.69
	*** VENDOR TOTALS ***					2 CHECKS	1,180.96

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1117	RANDALL INDUSTRIES						
I-67836	LIFT TRAILER RENTAL	R	2/03/2006	320.00		001260	320.00
	*** VENDOR TOTALS ***					1 CHECKS	320.00
1164	ROSEMOUNT INC.						
I-2420590	PRESSURE TRANSMITTERS	R	2/17/2006	10,819.95		001318	10,819.95
	*** VENDOR TOTALS ***					1 CHECKS	10,819.95
1137	ROSSI CONTRACTORS, INC.						
I-QR7-001A	REPAIR PAVEMENT DAMAGE	R	2/17/2006	6,499.50		001330	6,499.50
1137	ROSSI CONTRACTORS, INC.						
I-QR7-002A	REPAIR LEAK IN INLET HEADER	R	2/17/2006	23,412.03		001331	23,412.03
	*** VENDOR TOTALS ***					2 CHECKS	29,911.53
1044	ROYAL GRAPHICS PRINTERS						
I-66601	BUSINESS CARDS	R	2/03/2006	199.85		001261	199.85
	*** VENDOR TOTALS ***					1 CHECKS	199.85
1366	RYDIN DECAL CUSTOM IMAGE SOLUT						
C-203526-01	BUMPER DECALS	N	2/17/2006	14.32CR		000000	
I-203526-01	VEHICLE DECALS	N	2/17/2006	14.32		000000	
1366	RYDIN DECAL CUSTOM IMAGE SOLUT						
I-203526	VEHICLE DECALS	R	2/03/2006	995.00		001262	
I-203526-03	VEHICLE DECALS	R	2/03/2006	14.32		001262	1,009.32
	*** VENDOR TOTALS ***					2 CHECKS	1,009.32
1016	SBC						
I-2006020263	DPFS PHONE SERV.: 01/22-02/21	R	2/03/2006	455.93		001263	
I-2006020264	BACKUP TELEMETRY: 01/16-2/15	R	2/03/2006	721.43		001263	1,177.36
1016	SBC						
I-2006021687	TANK SITE # 1: 02/04-03/03/06	R	2/17/2006	23.92		001319	23.92
	*** VENDOR TOTALS ***					2 CHECKS	1,201.28
1184	JOHN SCHORI						
I-2006021378	TUITION REIMBURSEMENT	R	2/17/2006	1,486.18		001320	1,486.18
	*** VENDOR TOTALS ***					1 CHECKS	1,486.18
1329	C. SEMRAD & ASSOCIATES						
I-2006021688	MANAGEMENT TRAINING	R	2/17/2006	3,600.00		001321	3,600.00
	*** VENDOR TOTALS ***					1 CHECKS	3,600.00

VENDOR SET: 01 DuPage Water Commission
 BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1043	SOOPER LUBE						
I-89190	VEHICLE MAINTENANCE: M-78556	R	2/03/2006	33.45		001264	
I-89468	VEHICLE MAINTENANCE: M-99818	R	2/03/2006	39.40		001264	72.85
	*** VENDOR TOTALS ***					1 CHECKS	72.85
1040	SPECIALTY MAT SERVICE						
I-325784	MAT SERVICE: 01/09/06	R	2/03/2006	59.35		001265	
I-327681	MAT SERVICE: 01/23/06	R	2/03/2006	59.35		001265	118.70
	*** VENDOR TOTALS ***					1 CHECKS	118.70
1121	SPI ENERGY GROUP						
I-2006021379	ELECTRIC CONTRACT	R	2/17/2006	5,885.00		001322	5,885.00
	*** VENDOR TOTALS ***					1 CHECKS	5,885.00
1122	STATE NET						
I-2006021689	IL & FED LEGISLATIVE TRACKING	R	2/17/2006	1,500.00		001323	1,500.00
	*** VENDOR TOTALS ***					1 CHECKS	1,500.00
1084	TELSpan						
I-101395	TELECONFERENCING CHARGES	R	2/17/2006	54.45		001324	54.45
	*** VENDOR TOTALS ***					1 CHECKS	54.45
1367	THERMOSYSTEMS PARTS DIVISION						
I-2240	METER STATION MAINTENANCE	R	2/03/2006	111.73		001266	111.73
	*** VENDOR TOTALS ***					1 CHECKS	111.73
1045	THOMAS PUMP COMPANY, INC.						
I-062558	SUMP PUMPS	R	2/03/2006	2,077.00		001267	2,077.00
	*** VENDOR TOTALS ***					1 CHECKS	2,077.00
1123	THOMPSON ELEVATOR INSPECTION S						
I-06-0209	SEMI ANNUAL ELEVATOR INSPECT.	R	2/03/2006	50.00		001268	50.00
	*** VENDOR TOTALS ***					1 CHECKS	50.00
1125	TOTAL FIRE & SAFETY, INC.						
I-15220	FIRE EXTINGUISHER INSPECTIONS	R	2/17/2006	479.00		001325	479.00
	*** VENDOR TOTALS ***					1 CHECKS	479.00
1126	TRANSCAT						
I-945343	CALIBRATION OF EQUIPMENT	R	2/03/2006	137.16		001269	
I-946910	CALIBRATION OF EQUIPMENT	R	2/03/2006	197.21		001269	334.37
	*** VENDOR TOTALS ***					1 CHECKS	334.37

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK AMOUNT
1282	U.S. POSTAL SERVICE (POSTAGE-B						
I-2006021685	REPLENISH POSTAGE METER	R	2/17/2006	3,000.00		001326	3,000.00
	*** VENDOR TOTALS ***					1 CHECKS	3,000.00
1047	UNITED RADIO COMMUNICATIONS						
I-13699300	RADIO REPAIRS	R	2/17/2006	391.13		001327	391.13
	*** VENDOR TOTALS ***					1 CHECKS	391.13
1079	VIKING OFFICE PRODUCTS						
I-323747404-001	OFFICE SUPPLIES	R	2/17/2006	42.75		001328	
I-323747405-001	OFFICE SUPPLIES	R	2/17/2006	34.99		001328	77.74
	*** VENDOR TOTALS ***					1 CHECKS	77.74
1368	HECTOR VILLEGAS						
I-2006020265	REIMB. OF WIRE TRANS. FEES	R	2/03/2006	54.00		001270	54.00
	*** VENDOR TOTALS ***					1 CHECKS	54.00
1300	VOSS EQUIPMENT, INC.						
I-01E5985150	BATTERIES FOR FORK LIFT	R	2/03/2006	2,833.00		001271	
I-01S5960580	MAINTENANCE ON FORK LIFT	R	2/03/2006	186.00		001271	3,019.00
	*** VENDOR TOTALS ***					1 CHECKS	3,019.00
1062	WASTE MANAGEMENT						
I-1397982-2008-9	REFUSE DISPOSAL	R	2/03/2006	319.80		001272	319.80
	*** VENDOR TOTALS ***					1 CHECKS	319.80
1010	WEST						
I-810694553	WESTLAW: 01/01/06-01/31/06	R	2/17/2006	264.58		001329	264.58
	*** VENDOR TOTALS ***					1 CHECKS	264.58
1048	ZIEBELL WATER SERVICE PRODUCTS						
I-181365-000	PIPELINE SUPPLIES	R	2/03/2006	993.80		001273	993.80
	*** VENDOR TOTALS ***					1 CHECKS	993.80

* * T O T A L S * *

	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	116	3,782,533.81	19.97	3,782,553.78
VOID CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	1	0.00	0.00	0.00

TOTAL ERRORS: 0

BANK TOTALS:	116	3,782,533.81	19.97	3,782,553.78
VENDOR SET TOTALS:	0	0.00	0.00	0.00
REPORT TOTALS:	116	3,782,533.81	19.97	3,782,553.78

SELECTION CRITERIA

VENDOR SET: 01-DUPAGE WATER COMMISSION
VENDOR: ALL
BANK CODES: IL

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 2/01/2006 THRU 2/28/2006
AMOUNT RANGE: 0.00 THRU 999,999,999.99

PRINT OPTIONS

SEQUENCE: VENDOR SORT KEY

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
MANUAL ONLY: NO

ROSS FERRARO

MAYOR



Village of Carol Stream

OFFICE OF THE MAYOR

500 N. GARY AVENUE • CAROL STREAM, ILLINOIS 60188-1899

(630) 871-6251 • FAX (630) 665-1064

TDD (630) 668-5785

EMAIL rferraro@carolstream.org



March 6, 2006

Mr. Michael Vondra, Chairman
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126

Dear Chairman Vondra:

In light of the Village of Bensenville's recent adoption of a 12(c) waiver resolution, the Village of Carol Stream withdraws its request for a meeting of Charter Customers to consider an amendment of the Charter Customer Agreement.

Sincerely,

Ross Ferraro
Mayor