



DuPage Water Commission

MEMORANDUM

TO: Chairman Rathje and Commissioners

FROM: Robert L. Martin
General Manager 

DATE: December 8, 2009

SUBJECT: Committee and Commission Minutes

Due to the weekly meeting schedule, extensive minutes taken at these meetings, and short term financing issues, some of the minutes were not completed in time for the board packet. These minutes will be completed as soon as possible and may have to be approved at subsequent meetings.



DuPage Water Commission

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

AGENDA

**DUPAGE WATER COMMISSION
THURSDAY, DECEMBER 10, 2009
7:30 P.M.**

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

- I. Call to Order and Pledge of Allegiance
- II. Roll Call
(Majority of the Commissioners then in office—minimum 7)
- III. Public Comments (limited to 5 minutes per person)
- IV. Approval of Minutes
 - A. Regular Meeting of November 12, 2009
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To approve the Minutes of the November 12, 2009 Regular Meeting of the DuPage Water Commission (Voice Vote).

- B. Executive Session of November 12, 2009
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To approve the Executive Session Minutes of the November 12, 2009 Regular Meeting of the DuPage Water Commission (Voice Vote).

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

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

- D. Special Meeting of November 17, 2009
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

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

RECOMMENDED MOTION: To approve the Minutes of the November 17, 2009 Special Meeting of the DuPage Water Commission (Voice Vote).

V. Treasurer's Report – November 2009

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

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

VI. Committee Reports

A. Administration Committee

1. Report of 12/10/09 Administration Committee
2. Health Insurance
3. Actions on Items Listed on 12/10/09 Administration Committee

B. Engineering & Construction Committee

1. Report of 12/10/09 Engineering & Construction Committee
2. Actions on Items Listed on 12/10/09 Engineering & Construction Committee

C. Finance Committee

1. Report of 12/10/09 Finance Committee
2. Actions on Items Listed on 12/10/09 Finance Committee Agenda

VII. Chairman's Report

VIII. Omnibus Vote Requiring Majority Vote

- A. Resolution No. R-65-09: A Resolution Authorizing and Directing the Regular and Automatic Transfer of Certain Excess Account Balances to the General Account of the Water Fund

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

- B. Resolution No. R-70-09: A Resolution Approving Rules and Regulations and Forms for Implementation of the Freedom of Information Act

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

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

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

- A. Resolution No. 71-09: A Resolution Approving a Second Amendment to Task Order No. 10 under the Master Contract with AECOM USA, 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).

X. Old Business

- A. Ordinance No. O-14-09: An Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, authorizing and providing for the issuance of not to exceed \$30,000,000 Debt Certificates, Series 2009, evidencing interests in an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for the Commission, and providing for the security for and means of payment under the Agreement and the Certificates

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

RECOMMENDED MOTION: To adopt Ordinance No. O-14-09: An Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, authorizing and providing for the issuance of not to exceed \$30,000,000 Debt Certificates, Series 2009, evidencing interests in an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for the Commission, and providing for the security for and means of payment under the Agreement and the Certificates (Roll Call).

XI. New Business

- A. Financial Matters

- B. Interim Financial Services

(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. Workers Compensation and Employer Liability Insurance

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

RECOMMENDED MOTION: To purchase Workers Compensation and Employer's Liability Insurance in accordance with the November 18, 2009, Insurance Proposal prepared by Arthur J. Gallagher Risk Management Services, Inc., at a cost not-to-exceed \$115,154.00 (Roll Call).

XII. Accounts Payable

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

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$130,774.77 subject to submission of all contractually required documentation (Roll Call).

XIII. Executive Session

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

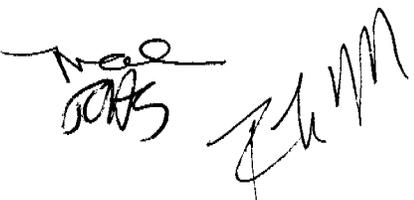
RECOMMENDED MOTION: To go into Executive Session to discuss security procedures pursuant to 5 ILCS 120/2(c)(8), to discuss matters related to personnel pursuant to 5 ILCS 120/2(c)(1) and (2), to discuss acquisition of real estate pursuant to 5 ILCS 120/2(c)(5), and/or to discuss pending, probable, or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

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

XIV. Adjournment

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

REQUEST FOR BOARD ACTION

AGENDA SECTION Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT Finance
ITEM A Resolution Authorizing and Directing the Regular and Automatic Transfer of Certain Excess Account Balances to the General Account of the Water Fund Resolution No. R-65-09	APPROVAL 
Account No.: N/A The Commission's Revenue Bond Ordinance, as supplemented and amended from time to time, allows transfers of certain excess account balances in the Water Fund to the "general" account of the Water Fund. Historically, staff would present the Board with semi-annual resolutions identifying the specific dollar amount of the excess account balances that needed to be transferred. However, in recent years, transfers of those excess account balances were only made sporadically, restricting the Commission's use of those excess funds until transferred. As requested by the Board at the November 12, 2009, meeting, Resolution No. R-65-09 would authorize the automatic transfer of those excess account balances on a monthly basis, beginning as of the December 30, 2009, accounting day but only upon the prior approval the Chairman of the Board or the Chairman of the Finance Committee.	
MOTION: To approve Resolution No. R-65-09.	

DuPAGE WATER COMMISSION

RESOLUTION NO. R-65-09

**A RESOLUTION AUTHORIZING AND DIRECTING
THE REGULAR AND AUTOMATIC TRANSFER OF CERTAIN EXCESS ACCOUNT
BALANCES TO THE GENERAL ACCOUNT OF THE WATER FUND**

WHEREAS, by Ordinance No. O-1-87, the DuPage Water Commission (the "Commission") authorized the issuance of certain revenue bonds (the "Bonds") and created several special funds of the Commission, including without limitation the "Water Fund" established by Section 8.01 of Ordinance No. O-1-87, the "Rebate Fund" established by Section 8.13 of Ordinance No. O-1-87, and the "Revenue Bonds Construction Fund (1987)" established by Subsection 15.02D of Ordinance No. O-1-87; and

WHEREAS, Ordinance No. O-1-87 created several accounts within the Water Fund, including without limitation the "Debt Service Reserve Account," the "Operation and Maintenance Reserve Account," the "Depreciation Account," and the "General Account;" and

WHEREAS, pursuant to Section 8.15 of Ordinance No. O-1-87, investment earnings in the Debt Service Reserve Account should first be credited to the Rebate Fund to the extent necessary to maintain the tax exempt status of interest paid on the Bonds, second, be credited to the Debt Service Reserve Account unless the amount to the credit of the Debt Service Reserve Account is more than the Debt Service Reserve Account Requirement, as defined in Ordinance No. O-1-87, third, be transferred to the Revenue Bonds Construction Fund (1987) up to and including May 1, 1992, and fourth, be transferred to the Water Fund; and

Resolution No. R-65-09

WHEREAS, pursuant to Section 8.17 of Ordinance No. O-1-87, amounts to the credit of the Debt Service Reserve Account in excess of the Debt Service Reserve Account Requirement, and amounts to the credit of the Operation and Maintenance Reserve Account in excess of the Operation and Maintenance Reserve Account Requirement, as defined in Ordinance No. O-1-87, and amounts to the credit of the Depreciation Account in excess of the Depreciation Account Requirement, as defined in Ordinance No. O-1-87, may be transferred to the General Account;

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

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

SECTION TWO: Beginning with the December 30, 2009, accounting day under Ordinance No. O-1-87, the Trustee, as defined in Ordinance No. O-1-87, shall be and hereby is authorized and directed to transfer from the Debt Service Reserve Account to the Commission for deposit in the General Account the amount of money to the credit of the Debt Service Reserve Account that is more than the Debt Service Reserve Account Requirement as of each accounting day under Ordinance No. O-1-87, being the last day of the month; provided, however, that prior to making any such transfer, the transfer and the amount thereof shall have been approved, in writing, by the Chairman of the Board of Commissioners of the DuPage Water Commission (the "Board Chairman") or by the Chairman of the Finance Committee of the Board of Commissioners of the DuPage Water Commission (the "Finance Committee Chairman"); and provided further, however,

Resolution No. R-65-09

that the amount of money required to maintain the tax exempt status of interest paid on the Bonds is nil as certified by the chief financial officer of the Commission as of the same date.

SECTION THREE: Beginning with the December 30, 2009, accounting day under Ordinance No. O-1-87, the Treasurer of the DuPage Water Commission shall be and hereby is authorized and directed to transfer from the Operation and Maintenance Reserve Account to the General Account the amount of money to the credit of the Operation and Maintenance Reserve Account that is more than the Operation and Maintenance Reserve Account Requirement as of each accounting day under Ordinance No. O-1-87; provided, however, that prior to making any such transfer, the transfer and the amount thereof shall have been approved, in writing, by the Board Chairman or by the Finance Committee Chairman.

SECTION FOUR: Beginning with the December 30, 2009, accounting day under Ordinance No. O-1-87, the Treasurer of the DuPage Water Commission shall be and hereby is authorized and directed to transfer from the Depreciation Account to the General Account the amount of money to the credit of the Depreciation Account that is more than the Depreciation Account Requirement as of each accounting day under Ordinance No. O-1-87; provided, however, that prior to making any such transfer, the transfer and the amount thereof shall have been approved, in writing, by the Board Chairman or by the Finance Committee Chairman.

SECTION FIVE: The monies transferred to the General Account shall be used as provided in Section 8.10 of Ordinance No. O-1-87.

Resolution No. R-65-09

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2009.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-65-09.doc

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT General Manager's Office
ITEM	A Resolution Approving Rules and Regulations and Forms for Implementation of the Freedom of Information Act Resolution No. R-70-09	APPROVAL 
<p>Account No.: N/A</p> <p>On August 17th, Governor Quinn signed Senate Bill 189 into law as Public Act 96-0542, which is a complete rewrite of the Freedom of Information Act (FOIA) that will go into effect on January 1st, 2010. In preparation for the January 1st, 2010, effective date, the Commission's Staff Attorney has worked with the Commission's outside counsel, Holland & Knight, in updating the Commission's existing Rules, Regulations, and Forms to comply with the new requirements.</p> <p>The draft copies of the Updated Rules, Regulations, and Forms that were distributed to the Board on November 6, 2009, have been revised as requested by the Administration Committee at the November 12, 2009, meeting to (1) add a rule for contemporaneous submission to the Board of all requests received and (2) eliminate website processing, in addition to other changes based upon input from outside counsel.</p>		
MOTION: To approve Resolution No. R-70-09.		

DuPAGE WATER COMMISSION

RESOLUTION NO. R-70-09

A RESOLUTION APPROVING RULES AND REGULATIONS
AND FORMS FOR IMPLEMENTATION OF
THE FREEDOM OF INFORMATION ACT

WHEREAS, the DuPage Water Commission (the "Commission") is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* (the "Act"); and

WHEREAS, the Illinois General Assembly has approved a comprehensive amendment of the Act, effective January 1, 2010; and

WHEREAS, it is appropriate and in the public interest that the Commission: (i) assist the public in making requests under the Act; (ii) better ensure that Commission employees follow proper procedures in responding to requests under the Act; (iii) facilitate efficient compliance with the Commission's duties under the Act; and (iv) delegate to appropriate Commission officers and employees the authority and duty to carry out the requirements of the Act; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission hereby find and determine that it is reasonable, necessary, and desirable for the Commission to approve, and that the public interest in open and efficient government will be served by the approval of, the Rules and Regulations and Forms attached hereto and by this reference incorporated herein (the "FOIA Rules and Forms");

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 as findings of the DuPage Water Commission.

SECTION TWO: Approval of FOIA Rules and Forms. The FOIA Rules and Forms, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof, shall be and they hereby are approved and adopted as the rules, regulations, and forms for the implementation of the Act by the Commission.

SECTION THREE: Delegation of Authority. The officers and employees designated in the FOIA Rules and Forms shall be and they hereby are authorized and directed to take all steps necessary to implement the Act in accordance with the FOIA Rules and Forms. Further, the General Manager is hereby authorized to appoint the Commission's Freedom of Information Officer and any Deputy Freedom of Information Officers and to revise the FOIA Rules and Forms in a manner that is consistent with the Act and as necessary or appropriate to provide for efficient compliance with the Act.

SECTION FOUR: Repeal. The FOIA Rules and Regulations and Forms attached to and approved by Resolution No. R-28-96 shall, as of the effective date, be repealed and of no further force or effect.

SECTION FIVE: Effective Date. This Resolution shall be in full force and effect on January 1, 2010.

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2009.

ATTEST:

Clerk

Chairman

DUPAGE WATER COMMISSION

RULES AND REGULATIONS IMPLEMENTING ILLINOIS FREEDOM OF INFORMATION ACT

These Rules and Regulations (the "Rules") include the procedures, instructions, and forms for requesting public records from the DuPage Water Commission under the Illinois Freedom of Information Act (the "Act").

The Commission will respond to written requests for inspection, copying, or certification of public records in accordance with the Act, these Rules, and any other applicable law. Generally, under the Act, the Commission will provide public records for inspection or copying as requested except for records (1) that would, if disclosed, violate individual privacy, or (2) whose production would disrupt the duly undertaken work of the Commission, or (3) that are specifically exempted from disclosure by the Act or other applicable law.

Requests and other communications relating to public records must be sent to the Commission's Freedom of Information Officer: **[name]**, DuPage Water Commission, Page Pumping Station, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, Phone: (630) 834-0100, Facsimile: (630) 834-0120, **[E-mail: _____]**.

I. INTERPRETATION

A. Conflicts

These Rules do not supersede the provisions of the Act. If a provision of these Rules conflicts with the Act, then the provisions of the Act will govern.

B. Definitions

In addition to the definitions provided in the Act or elsewhere in these Rules, the following definitions apply:

1. Business Hours: 8:30 a.m. to 4:30 p.m. on a Business Day.
2. Business Day: Any day on which general offices of the Commission at the Commission's headquarters are open and staffed for regular public business. Business Days generally are Monday through Friday, except certain federal and state legal holidays.
3. Freedom of Information Officer: The Freedom of Information Officer of the Commission identified above and designated under Section 3.5 of the Act.
4. Public Access Counselor: The Public Access Counselor of the Office of the Illinois Attorney General.

5. Request: A request to inspect, copy, or certify public records.
6. Request Made for Commercial Purposes: A Request made with the intent to use the requested records (or the information derived from those records), in whole or in part, for sale, resale, or solicitation or advertisement for sales or services. However, a Request submitted by news media or by non-profit, scientific, or academic organizations will not be deemed to be made for commercial purposes if the principal purpose of the Request is (a) to access and disseminate information concerning news and current or passing events, (b) for articles of opinion or features of interest to the public, or (c) for the purpose of academic, scientific, or public research or education.
7. Requestor: A person, firm, or corporation that files a Request with the Commission.
8. Response Time: The time for response by the Commission to a request for public records, as calculated pursuant to Subsection III.A of these Rules.

C. Days; Measurement of Time

1. Days. In counting the number of days allowed for a response or a decision to be given by the Commission under the Act and these Rules, the Commission will not include the day on which the request or notice requiring the response or decision was first received.
2. Supplemental Requests. Supplemental, amended, or additional Requests will not relate back to the time of receipt of the initial Request. Supplemental, amended, or additional Requests will be considered new Requests for purposes of determining the applicable Response Time.
3. Response Date. All responses and decisions to be issued by the Commission under the Act and these Rules will be deemed to have been given on the date of personal delivery to the person or to the residence of the person entitled to the response or decision or, if mailed, on the date of mailing, regardless of the date of actual receipt by that person. Each response and decision will include proof of service evidencing the method by which, and time at which, the response or decision was delivered.

**II. REQUESTS FOR INSPECTION,
COPYING, OR CERTIFICATION OF PUBLIC RECORDS**

A. Officials Responsible for Responding to Requests

The Freedom of Information Officer is the person administratively responsible for receiving and processing Requests.

The Freedom of Information Officer is the person with authority on behalf of the Commission to grant or deny Requests, to extend the Response Time, and to issue the appropriate notices with respect to all related matters. The Freedom of Information Officer may consult with Commission staff, officials, and others as appropriate before responding to a Request.

The Commission may, from time to time, appoint Deputy Freedom of Information Officers to assist the Freedom of Information Officer in the performance of his or her duties under the Act and these Rules. In the absence of the Freedom of Information Officer, the Deputy Freedom of Information Officers are authorized to grant or deny Requests, to extend the Response Time, and to issue the appropriate notices with respect to all related matters.

B. Form of Request

1. Required Information. A Request must be filed with the Commission in writing and in English. The Commission encourages Requestors to submit requests on the convenient form attached to these Rules ("Official Request Form") or in a similar form that contains, at a minimum, the following information:
 - a. The Requestor's name;
 - b. Either the Requestor's mailing address, e-mail address, or telephone number;
 - c. A description of the public records requested;
 - d. A statement of purpose, indicating whether the Requestor intends to use the records, or the information derived from those records, for sale, resale, solicitation, or advertisement for sales or services;
 - e. A statement of whether the Requestor is, or represents, news media or a non-profit, scientific, or academic organization; and
 - f. A statement of whether the principal purpose of the Request is either (i) to access and disseminate information concerning news and current or passing events, (ii) for articles of opinion or features of interest to the public, or (iii) academic, scientific, or public research or education.

Use of the Official Request Form is the most effective way to obtain a prompt, full, and complete response by the Commission to a Request.

2. Supplemental Information. If a Requestor submits a Request on a form other than the Official Request Form, and the Request does not contain all of the information required pursuant to Paragraph II.B.1 of these Rules, then the Requestor must complete a Supplemental Information form or similar writing.

3. Requests Must Be Complete. No Request will be deemed complete unless it contains, at a minimum, all of the information required pursuant to Paragraph II.B.1 of these Rules.
4. Subpoenas. Except as provided in Section 9.5(c) of the Act, these Rules will not apply to any subpoena for records received by Commission and issued by, or in accordance with the rules of, a court or agency of competent jurisdiction.

C. Submittal of Request

Completed Requests must be filed with the Commission Freedom of Information Officer by mail, facsimile, overnight courier service, electronic mail, or in person, in accordance with the following:

1. In-Person Submissions. Requests submitted in person must be given to the Freedom of Information Officer or filed in the office of the Commission Clerk.
2. Electronic Mail Submissions. Requests submitted by electronic mail must be sent directly to the Freedom of Information Officer at **[E-mail: _____]** and will be deemed received only upon actual receipt by the Freedom of Information Officer on a Business Day during Business Hours, regardless of date or time of submission.
3. All Other Submissions. Requests submitted by mail or other means must be addressed to the Freedom of Information Officer at the Commission headquarters and will be deemed received only upon actual receipt by the Commission on a Business Day, regardless of date of submission. Requests submitted in person must be given to the Freedom of Information Officer or filed in the office of the Commission Clerk. Requests submitted by mail or other means must be addressed to the Freedom of Information Officer at the Commission's headquarters and will be deemed received only upon actual receipt by the Commission on a Business Day, regardless of date of submission.

All Commission officials and employees who receive a Request must immediately forward that Request to the Freedom of Information Officer.

D. Processing of Request

1. The Freedom of Information Officer must complete the Checklist attached to these Rules immediately upon receipt of the Request. If the Freedom of Information Officer determines that the Request is not complete, as provided in Section II of the Checklist, the Freedom of Information Officer must mail a Notice of Incomplete Request form and a Supplemental Information form to the Requestor within five Business Days after receipt by the Commission of the Request. If the Freedom of Information Officer determines that the Request is complete, the Freedom of Information

Officer must stamp or otherwise indicate on each completed Request, the date and time of receipt and, if known, the date on which the Commission must respond to the Request. In addition, the Freedom of Information Officer must send a copy of each completed Request to the Commission's Board of Commissioners within a reasonable period of time following receipt of each completed Request.

2. The Freedom of Information Officer must maintain an electronic or paper copy of the Request, including all documents submitted with the Request, until all matters related to the Request have been completed.
3. The Freedom of Information Officer must create an electronic or paper file for the retention of the original Request, a copy of the response by the Commission, a record of all written communications with the Requestor regarding the Request, and a copy of other communications related to the Request.
4. The Freedom of Information Officer must keep all Notices of Denial in a single central office file, indexed according to the type of exemption asserted, and, to the extent feasible, according to the types of records requested.

III. RESPONSES TO REQUESTS

A. Time for Response

1. Requests Made for Commercial Purposes. The Commission will respond within 21 Business Days after a completed Request Made for Commercial Purposes is received by the Commission.
2. All Other Requests. For all Requests other than Requests Made for Commercial Purposes, the Commission will respond within five Business Days after a completed Request is received by the Commission, unless the Commission has extended the Response Time pursuant to Paragraph III.A.3 of these Rules.
3. Extension of Time
 - a. If the Freedom of Information Officer determines that additional time is needed and allowed under the Act to respond to a Request, then the Freedom of Information Officer, using a Notice of Extension form attached to these Rules or a similar written form, will notify the Requestor within the applicable Response Time of the determination, of the reasons requiring the extension, and of the length of the extension (which may not exceed five additional Business Days). The Freedom of Information Officer may not issue

a Notice of Extension for Requests Made for Commercial Purposes.

- b. The Requestor and the Commission, using an Extension Agreement form attached to these Rules or a similar written form, may agree in writing to extend the time for compliance for a period to be mutually determined. In his or her discretion, the Freedom of Information Officer may deliver to the Requestor a Request for Extension Agreement form and an Extension Agreement form. The Freedom of Information Officer is authorized to execute, in his or her discretion, an Extension Agreement after it has been executed by the Requestor. The Freedom of Information Officer must respond to the Request within the applicable Response Time, unless and until the Requestor and the Commission have executed the Extension Agreement.

B. Disclosure of Public Records

1. Notice of Approval. If the Freedom of Information Officer determines that the Act requires disclosure of all or any part or portion of the requested public records, then the Freedom of Information Officer will notify the Requestor in writing of his or her determination, using the Notice of Approval form attached to these Rules or a similar written form.
2. Approval of Requests Made for Commercial Purposes. If the Request is a Request Made for Commercial Purposes, and the requested records are not immediately available for inspection or pick-up, then the Notice of Approval will specify a reasonable date on which the requested records will be available for inspection or pick-up, based on the size and complexity of the Request.
3. Search of Commission Files and Use of Commission Equipment. Except as otherwise specifically authorized by the Freedom of Information Officer, only Commission employees, the Commission attorney, and Commission contractors are permitted to search Commission files, records, or storage areas, or to use Commission equipment in connection with any Request.
4. Removal of Original Records. Original public records may not be removed from any Commission building at any time, except as authorized by the Commission's General Manager.
5. Inspection of Public Records. Public records approved by the Freedom of Information Officer for disclosure may be inspected, or copies of public records obtained, during Business Hours at the Commission's headquarters or another location designated by the Freedom of Information Officer. Requestors must make an appointment with the Freedom of Information Officer for a date and time to inspect public records at the Commission's headquarters (or another location designated

by the Freedom of Information Officer) approved by the Freedom of Information Officer for disclosure.

6. Copies of Public Records. Copies of public records approved by the Freedom of Information Officer for disclosure may be obtained during Business Hours at the Commission's headquarters or another location designated by the Freedom of Information Officer, provided that the Requestor had requested copies in the Request and has paid any applicable fees.
7. Mailing of Requested Public Records. Copies of public records will be mailed to the Requestor only if the Freedom of Information Officer reasonably determines that it is unduly burdensome for the Requestor to arrange for inspection of the original public records, or for pick up of copies of the public records, at the Commission's headquarters.
8. Audio and Video Recordings. Requests for reproduction of any public records that are audio or video recordings will be honored in accordance with the provisions of the Act, the Illinois Open Meetings Act, any other applicable State law, and these Rules.
9. Records Maintained in Electronic Format. If the requested public records are maintained by the Commission in an electronic format, then the Commission will reproduce copies of the requested public records in the electronic format specified by the Requestor, if feasible. The Commission may charge to the Requestor the actual cost of the medium necessary for that format.
10. Payment of Fees. The Requestor must pay all copying, certification, and postage fees in advance of receiving copies of any public records.
11. Acknowledgment of Inspection. When the copies of the requested public records have been delivered or inspected, the Freedom of Information Officer and the Requestor must acknowledge delivery or inspection by execution of the Acknowledgment of Inspection form attached to these Rules or a similar written form.

C. Categorical Requests

1. Notice to Meet and Confer. If the Freedom of Information Officer determines that a Request for all records falling within a category will unduly burden the Commission and that the burden to the Commission outweighs the public interest in production of the public records sought, then the Freedom of Information Officer, using a Notice for Meeting form attached to these Rules or a similar written form, will notify the Requestor in writing of the determination, of the reasons supporting the determination, and of the right of the Requestor to meet with the Freedom of Information Officer in an effort to narrow the Request.

2. Failure to Respond by Commission. The Freedom of Information Officer may neither determine that a Request is unduly burdensome, nor issue a Notice for Meeting, if the Commission has previously failed to respond to that Request within the applicable Response Time.
3. Agreement to Narrow Request. If the Requestor agrees to meet and confer with the Freedom of Information Officer regarding the Request, then the Freedom of Information Officer will respond to the Request, or to the Request as narrowed at the meeting, within the applicable Response Time, calculated from the date of adjournment of the meeting. That response may take any form specified in this Section III. If the Requestor agrees to narrow the scope of the Request, the Freedom of Information Officer will deliver an Acknowledgment of Narrowed Request to the Requestor at the conclusion of the meeting, using the form attached to these Rules or a similar written form.
4. Failure to Meet and Confer. If the Requestor does not agree to meet and confer with the Freedom of Information Officer regarding the request, then the Freedom of Information Officer will deny the Request on the fifth Business Day after the date of the Notice for Meeting, using the General Notice of Denial/Partial Denial of Request form attached to these Rules or a similar written form.

D. Denial

1. Denials Under Section 7(1)(c) and 7(1)(f). If the Freedom of Information Officer determines that all, or some, or a portion of any requested public records are not subject to disclosure under Sections 7(1)(c) or 7(1)(f) of the Act, then the Freedom of Information Officer must send notice to the Public Access Counselor of the Commission's intent to deny the Request, using the Notice of Intent to Deny form attached to these Rules or a similar written form. The Notice of Intent to Deny must include a copy of the Request and the proposed Section 7(1)(c)/7(1)(f) Notice of Denial/Partial Denial of Request. A copy of the Notice of Intent to Deny must be sent to the Requestor. If the Public Access Counselor determines that further inquiry into the Request is not warranted, then the Freedom of Information Officer will deliver the Section 7(1)(c)/7(1)(f) Notice of Denial/Partial Denial of Request to the Requestor as provided in these Rules.
2. Other Denials. If the Freedom of Information Officer determines that all, or some, or a portion of any requested public records are not subject to disclosure under any other provision of the Act or under these Rules, then, except as provided in this Subsection D, the Freedom of Information Officer must deliver a notice of denial to the Requestor, using the General Notice of Denial/Partial Denial of Request form attached to these Rules or a similar written form. The Freedom of Information Officer may not deliver the General Notice of Denial/Partial Denial of Request to the Public

Access Counselor, except upon receipt of a request therefor from the Public Access Counselor pursuant to Section 9.5(c) of the Act.

3. Contents of Denials. Each Section 7(1)(c)/7(1)(f) Notice of Denial/Partial Denial of Request and General Notice of Denial/Partial Denial of Request must set forth the reason(s) for the denial, and must notify the Requestor of his or her rights to (a) seek review of the denial by the Public Access Counselor, and (b) seek judicial review under Section 11 of the Act.
4. Denials on Multiple Grounds. If the Freedom of Information Officer also determines that all, or some, or a portion of any requested public records are not subject to disclosure pursuant to both Paragraph III.D.1 and Paragraph III.D.2 of these Rules, the Freedom of Information Officer must prepare both a Section 7(1)(c)/7(1)(f) Notice of Denial/Partial Denial of Request and a General Notice of Denial, as provided in Paragraphs III.D.1 and III.D.2 of these rules.
5. Denials in Writing. Except as otherwise provided by the Act, all denials of Requests will be in writing.
6. Cooperation with Public Access Counselor. If the Public Access Counselor determines that further inquiry into any denied Request is warranted, the Freedom of Information Officer will comply with the directives of the Public Access Counselor, or seek appropriate review of those directives, in accordance with the Act.

E. No Obligation to Create New Records

Except as provided in Section V of these Rules, the Act and these Rules do not require the Commission, in the course of responding to Requests, to create records that the Commission does not already maintain in record form.

F. No Obligation to Interpret or Advise

Neither the Act nor these Rules require the Commission to interpret, or advise Requestors as to the meaning or significance of, any public records.

IV. FEES

A. Fees Established

Unless fees are waived or reduced under to Subsection IV.C of these Rules, each Requestor must pay the following fees for copying, certification, and mailing of public records:

- | | | |
|----|--|--------------------------------------|
| 1. | Copies – 8½" x 11" or 8½" x 14", Black and White | |
| | First 50 pages | Free |
| | Additional pages | \$0.15 per side |
| 2. | Copies – 24" x 36", Blueline | \$0.85 per side |
| 3. | Certification | \$1.00 per record,
plus copy cost |
| 4. | Mailing | Cost of postage |

If the requested records are of a type not listed above, or when the services of an outside vendor are required to copy any public record that are not 8 1/2 x 11 or 8 1/2 x 14, Black and White, then the fees charged for copying the records will be the actual charges incurred by the Commission, and the fees stated in items 1 through 4 above will not apply. The fees stated in items 1 through 4 above will also not apply if the fee for the requested records is otherwise fixed by statute. If the requested records are produced on an electronic medium, then the Requestor must pay the actual cost of the medium.

The Commission has determined that the fees in this Subsection A are no more than necessary to reimburse the Commission for the actual cost of reproducing, certifying, and mailing public records requested pursuant to the Act and these Rules.

B. Method and Time of Payment

Payment of all required fees must be made in cash, by cashier's or certified check, or by money order prior to the examination, copying, certification or mailing of any public record.

C. Waiver of Fees

The fees provided in Subsection IV.A of these Rules may be waived or reduced by the Freedom of Information Officer if the Requestor includes in the Request the specific purpose of the Request and establishes to the reasonable satisfaction of the Freedom of Information Officer that a fee waiver or reduction is in the public interest. Any request for a fee waiver or reduction must be indicated

in the Request at the time the Request is filed. A subsequent request will not be considered.

A fee waiver or reduction will be considered to be in the public interest only if the principal purpose of the Request is to disseminate information regarding the public health, safety, and welfare or the legal rights of the general public. No fee waiver will be granted if the Request is for the principal purpose of personal or commercial benefit to the Requestor. The Freedom of Information Officer may consider the number of requested public records and the cost and necessity of copying them in setting the fee waiver or reduction amount.

D. Waiver for Failure to Respond

If the Freedom of Information Officer does not respond to a Request properly submitted pursuant to Section II of these Rules within the applicable Response Time, then the Commission will not require the payment of fees for any copies of records produced in response to that Request.

V. COMMISSION OBLIGATIONS

A. Organizational Description

The Freedom of Information Officer, at least once each fiscal year, will produce and make available for inspection, copying, and mailing to any person requesting it, a brief description of the Commission. The description must identify and describe the membership of the Commission's Board of Commissioners and of all of its standing and special committees and other advisory bodies and also must include:

- a short summary of the Commission's purpose,
- a block diagram of the Commission's functional subdivisions,
- the approximate number of the Commission's full and part-time employees,
- the total amount of the Commission's operating budget, and
- the number and location of each of the Commission's offices.

If the Commission maintains a website, the Freedom of Information Officer must post the description required pursuant to this Subsection V.A to the website.

B. Index of Public Records

The Freedom of Information Officer must create, maintain current, and make available for inspection, copying, and mailing, a current index of all types or categories of public records prepared or received, and maintained, by the

Commission after July 1, 1984. The index must be reasonably detailed in order to aid persons in obtaining access to the public records of the Commission.

C. Records Stored by Electronic Data Processing

The Freedom of Information Officer must prepare and furnish, to any person requesting it, a description of the manner in which public records of the Commission stored by means of electronic data processing may be obtained in a form comprehensible to persons lacking knowledge of computer language or printout format.

D. Summary of Procedures

The Freedom of Information Officer must create, maintain current, and make available for inspection, copying, and mailing, a brief summary of the procedures established by these Rules. If the Commission maintains a website, the Freedom of Information Officer must post the summary required pursuant to this Subsection V.D to the website.

E. Posting and Mailing of Information

The Freedom of Information Officer must keep posted at the Commission's headquarters, and will mail to any person making a request therefor, copies of the Organizational Description prepared pursuant to Subsection V.A of these Rules, the Index of Public Records prepared pursuant to Subsection V.B of these Rules, and the Summary of Procedures prepared pursuant to Subsection V.D of these Rules.

F. Filing of Notices of Denial

The Freedom of Information Officer must retain copies of all Notices of Denial and Notices of Intent to Deny in a single file at the Commission's headquarters that is open to the public and indexed according to the type of exemption asserted and, to the extent that categorization is feasible, the type of records requested.

DUPAGE WATER COMMISSION
FREEDOM OF INFORMATION ACT

LIST OF FORMS

1. Checklist
2. Request Form
3. Notice of Incomplete Request
4. Supplemental Information Form
5. Notice of Approval
6. Acknowledgment of Inspection
7. Notice of Extension of Time
8. Request for Extension Agreement
9. Extension Agreement
10. Notice for Meeting
11. Acknowledgment of Narrowed Request
12. General Notice of Denial / Partial Denial of Request
13. Notice of Intent to Deny
14. Section 7(1)(c)/7(1)(f) Notice of Denial / Partial Denial of Request

DUPAGE WATER COMMISSION

REQUEST FOR PUBLIC RECORDS CHECKLIST

FOR COMPLETION BY INITIAL COMMISSION RECIPIENT OF REQUEST

I. Initial Receipt of Request

Date of Receipt: _____, 20____ Time of Receipt: _____

Method of Delivery:

- ___ Personal delivery during Business Hours
- ___ Personal delivery after Business Hours
- ___ Mail delivery during Business Hours
- ___ Mail delivery after Business Hours
- ___ Electronic delivery by _____

Commission employee receiving request (if not Freedom of Information Officer):

Name: _____ Title: _____

Forwarded to Freedom of Information Officer (if applicable):

Date: _____, 20____ Time: _____

Receipt by Freedom of Information Officer:

Date: _____, 20____ Time: _____

TO BE COMPLETED BY FREEDOM OF INFORMATION OFFICER ONLY

II. Determination of Completeness

Has the Requestor provided:

<u>A. Basic Information:</u>	<u>Yes</u>	<u>No</u>
1. His/her/its name?	___	___
2. His/her/its mailing address, email address, or telephone number?	___	___
3. A description of the public records requested?	___	___

- If you have checked "No" to any item in this Section II.A, send the Notice of Incomplete Request form and Supplemental Information form to the Requestor within five Business Days after receipt by the Commission of the Request.
- If you have checked "Yes" to all items in this Section II.A, proceed to Section II.B.

B. Purpose of Request:

Yes No Don't Know

- | | | | |
|---|-----|-----|-----|
| 4. A statement of whether the Requestor intends to use the records, or the information derived therein, for sale, resale, solicitation, or advertisement for sales or services? | ___ | ___ | ___ |
| 5. A statement of whether the Requestor is, or represents, news media or a non-profit, scientific or academic organization? | ___ | ___ | ___ |
| 6. A statement of whether the principal purpose of the Request is to access and disseminate information concerning news and current or passing events? | ___ | ___ | ___ |
| 7. A statement of whether the principal purpose of the Request is for articles of opinion or features of interest to the public? | ___ | ___ | ___ |
| 8. A statement of whether the principal purpose of the Request is academic, scientific, or public research or education? | ___ | ___ | ___ |

- Send the Notice of Incomplete Request form and Supplemental Information form to the Requestor within five Business Days after receipt by the Commission of the Request, if:
 - You have checked "Don't Know" to Question #4;
 - You have checked "Yes" to Question #4, and "Don't Know" to Question #5; or
 - You have checked "Yes" to Questions #4 and #5, and "Don't Know" to Questions #6, #7, and #8.
- If you have checked "No" to any item in this Section II, send the Notice of Incomplete Request form and Supplemental Information form to the Requestor within five Business Days after receipt by the Commission of the Request.
- In all other circumstances, proceed to Section III.

III. Preparation of Response

Is this request for a Commercial Purpose (circle one)? Yes / No

Date Response Due: _____ (either 5 or 21 Business Days after day of receipt by Commission)

Commission employee responsible for compiling response:

Name: _____ Title: _____

Signature of Freedom of Information Officer: _____

DUPAGE WATER COMMISSION

REQUEST FOR PUBLIC RECORDS OFFICIAL REQUEST FORM

INSTRUCTIONS AND INFORMATION

- a. In Section 1, describe the public records that you wish to inspect or to have copied or certified. Please be precise about what records you seek. You may use a separate sheet if necessary.

Indicate whether you request only to inspect the public records at the Commission's headquarters or whether you also request to have the public records copied or certified by checking the appropriate spaces.

- b. By submitting this Request Form, you are agreeing to pay to the Commission, in advance of receiving copies of any public records, the copying and certification fees set forth in Section 2.

The fees set forth in Section 2 may be waived or reduced by the Freedom of Information Officer on determination and proof that the purpose of your request is primarily to benefit the general public and that you will receive no significant personal or commercial benefit from your request. If you wish to be considered for a fee waiver or reduction, you must complete and sign the statement set forth in Subsection 2.B.

- c. In Section 3, indicate the purposes for which you are requesting the public records identified in Section 1. You must provide the information in this Section.
- d. The Commission will not mail copies of public records except upon satisfactory proof that it would be unduly burdensome for you to inspect or pick up the copies at the Commission's headquarters and then only upon advance payment of the actual cost of postage. If you wish to request mailing of the requested records, you must complete and separately sign the statement set forth in Section 4.
- e. You must provide the information requested in Section 5.
- f. You must sign the statement set forth in Section 6.

The Commission will disclose the public records requested on this Request Form within 21 Business Days after the receipt of this Request Form for all requests made for commercial purposes, and within five Business Days for all other requests, unless the applicable response period is extended as provided by law or the request is denied. All extensions and denials will be in writing and will state the reasons therefor. The Requestor may seek review of a denial by the Public Access Counselor of the Office of the Illinois Attorney General. Judicial review is available under Section 11 of the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* For more detailed information, please consult the DuPage Water Commission Rules and Regulations for Implementation of the Illinois Freedom of Information Act, which are available from the Freedom of Information Officer.

To: Freedom of Information Officer
 DuPage Water Commission
 DuPage Pumping Station
 600 East Butterfield Road
 Elmhurst, Illinois 60126 4642
 Phone: (630) 834-0100
 Facsimile: (630) 834-0120
 E-mail: _____

1. Request for Records

I request the following public records of the Commission:

Records Requested	<u>inspect</u>	<u>copy</u>	<u>certify</u>
_____	—	—	—
_____	—	—	—
_____	—	—	—
_____	—	—	—
_____	—	—	—
_____	—	—	—
_____	—	—	—

2. Agreement to Pay Fees

A. Unless I have requested and received a waiver under Subsection B of this Section, I will pay the following fees for the public records copied or certified at my request:

1. Copies – 8½” x 11” or 8½” x 14”, Black and White

First 50 pages	Free
Additional pages	\$0.15 per side
2. Copies – 24” x 36”, Blueline \$ 0.85 per side
3. Certification \$1.00 per record, plus copy cost
4. Mailing Cost of postage

I agree that I will pay the actual charges that the Commission incurs in connection with the copying services, and that the fees stated in items 1 through 2 above will not apply, if: (i) the Commission must use an outside vendor to copy a public record that is not 8½ x 11 or 8½ x 14, Black and White; or (ii) the requested records are of a type not listed above. I further

agree that the fees stated in items 1 through 4 above will not apply if the fee for the requested records is otherwise fixed by statute. If the requested records are produced on an electronic medium, I agree to pay the actual cost of purchasing the medium.

- B. I request a waiver of the fees set forth in Subsection A above, and in support of my request I hereby certify that I will gain no significant personal or commercial benefit from the public records herein requested and that my principal purpose in making this request is to benefit the general public by disseminating information concerning the health, safety, welfare, or legal rights of the general public in the following specific manner:

3. Purpose of Request

Please check Yes or No for each of the following questions:

- | | <u>Yes</u> | <u>No</u> |
|---|------------|-----------|
| A. I am requesting the public records identified in Section 1 above to use the records, or the information derived therein, for sale, resale, solicitation, or advertisement for sales or services. | ___ | ___ |
| B. I am, or represent, news media or a non-profit, scientific or academic organization. | ___ | ___ |
| C. The principal purpose of this Request for Public Records is to access and disseminate information concerning news and current or passing events. | ___ | ___ |
| D. The principal purpose of this Request for Public Records is for articles of opinion or features of interest to the public. | ___ | ___ |
| E. The principal purpose of this Request for Public Records is academic, scientific, or public research or education. | ___ | ___ |

Pursuant to Section 3.1(c) of the Freedom of Information Act, it is a violation of the Act for a person to knowingly obtain a public record for a commercial purpose without disclosing that it is for a commercial purpose.

4. Request for Mail Delivery

_____ I request that the Commission mail copies of the requested public records to me at the address set forth in Section 5 below. I hereby agree to pay the actual postage for mailing before the records will be mailed. It would be unduly burdensome for me to pick up the requested records at the Commission's headquarters because:

_____ I do not request mail delivery of any of the requested public records.

5. Requestor

A. Name of Requestor: _____

B. Name of person for whom records are being requested (if not Requestor):

C. Address for Responses, Decisions, and Communications:

D. Telephone Numbers of Requestor:

Day: _____

Evening: _____

E. E-mail: _____

6. Signature of Requestor

By signing this Request, I acknowledge and represent that I have reviewed, and that I understand, the DuPage Water Commission Rules and Regulations for Implementation of the Illinois Freedom of Information Act and that all of the information provided in support of this request is true and accurate.

Signature of Requestor

Date

DUPAGE WATER COMMISSION

REQUEST FOR PUBLIC RECORDS

NOTICE OF INCOMPLETE REQUEST

To: _____

On _____, the DuPage Water Commission received your written request for the inspection, copying, or certification of certain Commission public records ("Your Request"). The Commission has determined that Your Request is not complete, as required by the Freedom of Information Act and the DuPage Water Commission Rules and Regulations for Implementation of the Illinois Freedom of Information Act. Specifically, the following information, circled below, was not provided in Your Request:

Requestor's Name	Description of Records Requested
Requestor's Mailing Address, E-Mail Address, or Telephone Number	Statement of Purpose

Please provide the required information to the Commission Freedom of Information Officer at the address below, either by completing the convenient Supplemental Information form enclosed, or by another written document. The Commission will then process Your Request in accordance with applicable law.

Dated: _____, 20____

DUPAGE WATER COMMISSION

By: _____
Freedom of Information Officer

DUPAGE WATER COMMISSION

REQUEST FOR PUBLIC RECORDS

SUPPLEMENTAL INFORMATION FORM

With respect to my request dated _____, 20__ for public records of the Commission, I hereby state as follows:

1. Identification of Requestor

A. Name of Requestor: _____

B. Name of person for whom records are being requested (if not Requestor):

C. Address for Responses, Decisions, and Communications:

D. Telephone Numbers of Requestor:
Day: _____
Evening: _____

E. E-mail: _____

2. Purpose of Request

Please check Yes or No for each of the following questions:

Pursuant to Section 3.1(c) of the Freedom of Information Act, it is a violation of the Act for a person to knowingly obtain a public record for a commercial purpose without disclosing that it is for a commercial purpose.

	<u>Yes</u>	<u>No</u>
A. I am requesting the public records to use the records, or the information derived therein, for sale, resale, solicitation, or advertisement for sales or services.	___	___
B. I am, or represent, news media or a non-profit, scientific or academic organization.	___	___

- | | <u>Yes</u> | <u>No</u> |
|---|------------|-----------|
| C. The principal purpose of my request for public records is to access and disseminate information concerning news and current or passing events. | ___ | ___ |
| D. The principal purpose of my request for public records is for articles of opinion or features of interest to the public. | ___ | ___ |
| E. The principal purpose of my request for public records is academic, scientific, or public research or education. | ___ | ___ |

3. Agreement to Pay Fees

A. Unless I have requested and received a waiver under Subsection B of this Section, I will pay the following fees for the public records copied or certified at my request:

- | | | |
|----|--|--------------------------------------|
| 1. | Copies – 8½” x 11” or 8½” x 14”, Black and White | |
| | First 50 pages | Free |
| | Additional pages | \$0.15 per side |
| 2. | Copies – 24” x 36”, Blueline | \$ 0.85 per side |
| 3. | Certification | \$1.00 per record,
plus copy cost |
| 4. | Mailing | Cost of postage |

I agree that I will pay the actual charges that the Commission incurs in connection with the copying services, and that the fees stated in items 1 through 2 above will not apply, if: (i) the Commission must use an outside vendor to copy a public record that is not 8½ x 11 or 8½ x 14, Black and White; or (ii) the requested records are of a type not listed above. I further agree that the fees stated in items 1 through 4 above will not apply if the fee for the requested records is otherwise fixed by statute. If the requested records are produced on an electronic medium, I agree to pay the actual cost of purchasing the medium.

B. I request a waiver of the fees set forth in Subsection A above, and in support of my request I hereby certify that I will gain no significant personal or commercial benefit from the public records herein requested and that my principal purpose in making this request is to benefit the general public by disseminating information concerning the health, safety, welfare, or legal rights of the general public in the following specific manner:

4. Request for Mail Delivery

___ I request that the Commission mail copies of the requested public records to me at the address set forth below. I hereby agree to pay the actual postage for mailing before the records will be mailed. It would be unduly burdensome for me to pick up the requested records at the Commission's headquarters because:

___ I do not request mail delivery of any of the requested public records.

5. Signature of Requestor

By signing this form, I represent that I have reviewed, and that I understand, the Commission's Rules and Regulations for Implementing the Illinois Freedom of Information Act and that all of the information provided in this form and in support of my request for public records is true and accurate.

Signature of Requestor

_____, 20____
Date

DUPAGE WATER COMMISSION

NOTICE OF APPROVAL OF REQUEST FOR PUBLIC RECORDS

To: _____

On _____, the DuPage Water Commission received your written request for the inspection, copying, or certification of certain Commission public records ("Your Request").

1. Decision on Request

___ Your Request is hereby approved in its entirety.

___ Your Request is approved in part and denied in part. Those records for which your Request is approved are identified in Section 2 below. Those records for which your Request is denied are identified in the enclosed Notice of Denial(s).

2. Availability of Records

Your Request is approved for the following public records (the "Specified Records"):

___ The following public records will be made available for your inspection at the Commission's headquarters as indicated in Section 3 below:

___ Subject to payment of any required fees pursuant to Section 4 below, copies of the following public records will be made available for pick up by you at the Commission's headquarters as indicated in Section 3 below:

____ Subject to payment of any required fees pursuant to Section 4 below, certified copies of the following public records will be made available for pick up by you at the Commission's headquarters as indicated in Section 3 below:

____ Subject to payment of any required fees pursuant to Section 4 below, the following public records will be delivered to you, or will be made available for pick up by you at the Commission's headquarters as indicated in Section 3 below, in the electronic format that you requested:

Electronic Format of Delivery: _____

3. Appointment for Inspection or Pick-up

The Specified Records will be made available for inspection or pick-up at the Commission's headquarters, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642. You must call the Freedom of Information Officer at the Commission's headquarters at (630) 834-0100 to schedule an appointment for inspection or pick up of the Specified Records.

____ If, within five Business Days after the date of this Notice of Approval, you have not made an appointment to inspect or pick up the Specified Records, then the Specified Records will be re-filed and will be made available to you only upon the filing of a new Request for records.

____ Pursuant to Sections 2(c-10) and 3.1 of the Illinois Freedom of Information Act, 5 ILCS 140/2(c-10) and 140/3.1, the Commission has determined that Your Request is a request made for commercial purposes. The Specified Records will be available for inspection or pick-up on or after _____, 20__ (the "Availability Date"). If, within five Business Days after the Availability Date, you have not made an appointment to inspect or pick up the Specified Records on or before the fifth Business Day after the Availability Date, then the Specified Records will be re-filed and will be made available to you only upon the filing of a new Request for records.

4. Copying and Certification Fees

No copies or certified copies of the Specified Records will be provided to you until the following applicable fees have been paid. Fees must be paid in cash, by cashier's or certified check, or by money order.

8½" x 11" or 8½" x 14" Black and White Copy Cost:

First 50 Pages:	Free
Additional Pages:	\$ _____ (____ sides at \$____ per side)
Certification Cost:	\$ _____ (____ documents at \$1.00 each)
Reproduction of Electronic Medium Cost:	\$ _____
Outside Vendor Cost:	\$ _____ (see attached invoice)
Other Actual Reproduction Cost:	\$ _____ (see attached invoice)
Cost as Fixed by Statute:	\$ _____
Total Fee:	\$ _____

The following provisions marked with an "x" apply to your request:

- Your fees have been paid in full.
- Your request for a fee waiver or reduction has been approved in the following amount: \$ _____
- Your request for a fee waiver or reduction has been denied.
- You have previously deposited the following amount: \$ _____
- A balance is now due in the following amount: \$ _____

5. Mailing of Records

Your request that the Commission mail the Specified Records to you has been denied on the basis that you have not shown that it would be unduly burdensome for you to arrange to pick up the Specified Records.

Your request that the Commission mail the Specified Records to you has been approved. However, before the Commission will mail the Specified Records, you must pay the balance, if any, indicated in Section IV above and the following additional amount to cover the cost of postage: \$ _____.

Dated: _____, 20____

DUPAGE WATER COMMISSION

By: _____
Freedom of Information Officer

STATE OF ILLINOIS)
)
COUNTY OF _____)

SS.

PROOF OF SERVICE

I, _____, being duly sworn on oath, state that on this _____ day of _____, _____, on or about the hour of _____ m., I personally delivered or mailed the foregoing document entitled "**NOTICE OF APPROVAL OF REQUEST FOR PUBLIC RECORDS**" by:

___ Personally handing it to the person to whom it is addressed.

___ Delivering it to the property located at:

which property is believed by me to be the residence, office, or other location of the person to whom the document is addressed.

___ Placing it in an envelope addressed to the person to whom it is addressed at the address to which it is addressed and depositing said envelope, with proper postage affixed, in the United States post office or mail box located at:

Signed: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

NOTARY PUBLIC

Acknowledgment of Inspection

DUPAGE WATER COMMISSION

**ACKNOWLEDGMENT OF INSPECTION
OR RECEIPT OF PUBLIC RECORDS**

To: _____

Pursuant to your request for the inspection, copying, or certification of certain Commission public records dated _____ ("Your Request"), you have been provided with the right to inspect, or copies of, the following public records in accordance with the Illinois Freedom of Information Act:

The Commission has received \$ _____ from you in the form of cash, a cashier's or certified check, or a money order, in payment of all fees related to Your Request.

Dated: _____, 20____

DUPAGE WATER COMMISSION

By: _____
Freedom of Information Officer

TO BE COMPLETED BY REQUESTOR

I, _____, hereby acknowledge that I have been provided with the public records listed above on _____. In the event that I have been denied the right to inspect or copy other public records, this acknowledgment will not in any way affect my right to appeal the denial.

Signature of Requestor

DUPAGE WATER COMMISSION

NOTICE OF EXTENSION OF TIME TO RESPOND TO REQUEST FOR PUBLIC RECORDS

To: _____

On _____, the DuPage Water Commission received your written request for the inspection, copying, or certification of certain Commission public records ("Your Request").

Pursuant to the Illinois Freedom of Information Act, the original due date for a response by the Commission to Your Request is _____, 20__.

I. **Extension of Time to Respond**

Pursuant to Section 3(e) of the Illinois Freedom of Information Act, 5 ILCS 140/3(e), the Commission hereby notifies you that the time to respond to Your Request is extended for _____ Business Days as to all records identified in Section II below (the "Specified Records").

Accordingly, the Commission will respond to Your Request as it relates to the Specified Records on or before _____, a date that is not more than 10 Business Days after the date on which Your Request was originally received by the Commission.

II. **Specified Records**

This extension applies to the following public records included in Your Request:

You will receive a separate response from the Commission regarding Your Request as it relates to any public records that are not listed above.

III. Justification for Extension

This extension is necessary because:

- _____ The Specified Records are stored in whole or in part at a location other than the office in charge of the Specified Records.
- _____ Your Request requires the collection of a substantial number of Specified Records.
- _____ Your Request is couched in categorical terms and requires an extensive search for responsive records.
- _____ The Specified Records have not been located in the course of routine search and additional efforts are being made to locate them.
- _____ The Specified Records require examination and evaluation by personnel having the necessary expertise and discretion to determine if they are exempt from disclosure under Sections 7 or 7.5 of the Illinois Freedom of Information Act, 5 ILCS 140/7 and 5 ILCS 140/7.5, or should be disclosed only with appropriate deletions.
- _____ Your Request requires consultation with another public body or among two or more bodies of the Commission that have a substantial interest in the response to, or the subject matter of, Your Request.
- _____ The Specified Records cannot be produced within the time prescribed by the Act without unduly burdening or interfering with the operations of the Commission because: _____

Dated: _____, 20____

DUPAGE WATER COMMISSION

By: _____
Freedom of Information Officer

STATE OF ILLINOIS)
)
COUNTY OF _____) SS.

PROOF OF SERVICE

I, _____, being duly sworn on oath, state that on this _____ day of _____, _____, on or about the hour of _____ .m., I personally delivered or mailed the foregoing document entitled "**NOTICE OF EXTENSION OF TIME TO RESPOND TO REQUEST FOR PUBLIC RECORDS**" by:

___ Personally handing it to the person to whom it is addressed.

___ Delivering it to the property located at:

which property is believed by me to be the residence, office, or other location of the person to whom the document is addressed.

___ Placing it in an envelope addressed to the person to whom it is addressed at the address to which it is addressed and depositing said envelope, with proper postage affixed, in the United States post office or mail box located at:

Signed: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

NOTARY PUBLIC

Request for Extension Agreement

DUPAGE WATER COMMISSION

REQUEST FOR PUBLIC RECORDS

REQUEST FOR EXTENSION AGREEMENT

To: _____

On _____, the DuPage Water Commission received your written request for the inspection, copying, or certification of certain Commission public records ("Your Request").

The Commission hereby requests an extension of the deadline for a response by the Commission to Your Request until _____, 20__. If you consent to this extension, please sign the enclosed Extension Agreement and return it to the Commission Freedom of Information Officer as soon as possible. The Freedom of Information Officer will then execute the Extension Agreement and return a fully executed copy to you.

If you have any questions regarding the Extension Agreement, please contact the Freedom of Information Officer at (630) 834-0100.

Dated: _____, 20__

DUPAGE WATER COMMISSION

By: _____
Freedom of Information Officer

DUPAGE WATER COMMISSION

REQUEST FOR PUBLIC RECORDS

EXTENSION AGREEMENT

Pursuant to Section 3(e) of the Illinois Freedom of Information Act, 5 ILCS 140/3(e), the DuPage Water Commission ("Commission") and _____ ("Requestor") hereby agree as follows:

- A. The Requestor has submitted a request for the inspection, copying, or certification of certain Commission public records, dated _____, 20__ ("Request").
- B. The original due date for a Response by the Commission to the Request is _____, 20__.
- C. The Commission requires additional time to respond to the Request.
- D. The Requestor agrees to extend the deadline for a response by the Commission to the Request until _____, 20__.
- E. The Requestor acknowledges and agrees that any failure by the Commission to comply with any deadlines set forth in the Illinois Freedom of Information Act, or with any previous deadlines mutually agreed between the Commission and the Requestor, will not be treated as a denial of the Request.

REQUESTOR:

DUPAGE WATER COMMISSION:

By: _____
Print: _____

By: _____
Freedom of Information Officer

Date: _____, 20__

Date: _____, 20__

DUPAGE WATER COMMISSION

**NOTICE TO MEET AND CONFER TO
NARROW CATEGORICAL REQUEST FOR
PUBLIC RECORDS TO MANAGEABLE PROPORTIONS**

To: _____

On _____, the DuPage Water Commission received your written request for inspection, copying, or certification of the following categories of Commission public records (the "Specified Records"):

You are hereby notified that your request for the Specified Records has been determined to be unduly burdensome pursuant to Section 3(g) of the Illinois Freedom of Information Act, 5 ILCS 140/3(g), because the burden on the Commission of providing the Specified Records outweighs the public interest in disclosure of the information contained in the Specified Records. Specifically, but without limitation, providing the Specified Records would be unduly burdensome to the Commission in that there is no way for the Commission to narrow Your Request based on the information provided by you and:

I hereby extend to you an opportunity to meet and confer with _____ in an attempt to narrow your request to manageable proportions. Please call _____ at (630) 834-0100 between 8:30 a.m. and noon or 1:00 p.m. and 4:30 p.m., Monday through Friday, in order to schedule a conference.

If you do not take advantage of this opportunity to meet and confer, your request will be denied on the fifth Business Day after the date of this notice.

Dated: _____.

DUPAGE WATER COMMISSION

By: _____
Freedom of Information Officer

STATE OF ILLINOIS)
)
COUNTY OF _____)

SS.

PROOF OF SERVICE

I, _____, being duly sworn on oath, state that on this _____ day of _____, _____, on or about the hour of _____ .m., I personally delivered or mailed the foregoing document entitled **"NOTICE TO MEET AND CONFER TO NARROW CATEGORICAL REQUEST FOR PUBLIC RECORDS TO MANAGEABLE PROPORTIONS"** by:

___ Personally handing it to the person to whom it is addressed.

___ Delivering it to the property located at:

which property is believed by me to be the residence, office, or other location of the person to whom the document is addressed.

___ Placing it in an envelope addressed to the person to whom it is addressed at the address to which it is addressed and depositing said envelope, with proper postage affixed, in the United States post office or mail box located at:

Signed: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

NOTARY PUBLIC

Acknowledgment of Narrowed Request

DUPAGE WATER COMMISSION

ACKNOWLEDGMENT OF NARROWED REQUEST

To: _____

A. You have submitted a request for the inspection, copying, or certification of certain Commission public records, dated _____, 20__ ("Initial Request").

B. On _____, 20__, the Commission delivered a Notice to Meet and Confer to you, pursuant to Section 3(g) of the Illinois Freedom of Information Act, 5 ILCS 140/3(g). The Notice to Meet and Confer indicated that the Commission deemed your Initial Request to be unduly burdensome because the burden on the Commission of providing the requested records outweighs the public interest in disclosure of the information contained in the requested records.

C. On _____, 20__, you met with the undersigned Commission Freedom of Information Officer in an attempt to narrow the Initial Request to manageable proportions.

D. You and the Commission have agreed to narrow the Initial Request to include only the following Commission public records ("Narrowed Request"):

E. The Commission will respond to the Narrowed Request within the applicable time set forth in the Illinois Freedom of Information Act, measured from the date of your meeting with the Commission Freedom of Information Officer.

Dated: _____.

DUPAGE WATER COMMISSION

By: _____
Freedom of Information Officer

Acknowledged and agreed this
____ day of _____, 20__.

Requestor

DUPAGE WATER COMMISSION

DENIAL OF REQUEST FOR PUBLIC RECORDS

To: _____

On _____, the DuPage Water Commission received your written request for inspection, copying, or certification of certain Commission public records ("Your Request").

1. Denial of Request

____ Your Request is hereby denied in its entirety. The reason(s) for denial are stated in Paragraph 5 below.

____ Your Request has been denied in part. The records for which Your Request is denied are identified below. (The records for which Your Request is approved are identified in the enclosed Notice of Approval.)

Your Request is denied as to the following records (the "Specified Records"):

2. Responsible Official

The Commission's Freedom of Information Officer is the official responsible for this denial.

3. Notice of the Right to Review by Illinois Attorney General

You have the right to file a request for review of Your Request and this Notice of Denial by the Public Access Counselor of the Office of the Illinois Attorney General. The Public Access Counselor may be contacted at 500 South 2nd Street, Springfield, Illinois 62706, or by telephone at (217) 558-0486.

4. Notice of Right to Judicial Review

Under Section 11 of the Illinois Freedom of Information Act, 5 ILCS 140/11, you have the right to seek judicial review of this denial. The Commission cannot advise or represent you in this matter. You should consult your own legal counsel.

5. Justification for Denial

Your Request is being denied with respect to the Specified Records because the Specified Records are exempt from disclosure pursuant to the Illinois Freedom of Information Act for the following reason or reasons (references are to sections of the Act):

___ The Specified Records are neither prepared by or for the Commission, nor have the Specified Records been or are being used by, or received by, the Commission. § 1, § 2(c)

___ The Specified Records are not within the Commission's possession or control, nor are the Specified Records related to a governmental function and in the possession of a party with whom the Commission has contracted to perform that governmental function on behalf of the Commission. § 1, § 2(c), § 7(2)

___ The Specified Records are chronically maintained arrest or criminal history information, the disclosure of which would interfere with pending or actually and reasonably contemplated law enforcement proceedings. § 2.15(c)

___ The Specified Records are chronically maintained arrest or criminal history information, the disclosure of which would endanger the life or physical safety of any person. § 2.15(c)

___ The Specified Records are chronically maintained arrest or criminal history information, the disclosure of which would compromise the security of a correctional facility. § 2.15(c)

___ Your Request, couched in categorical terms, is unduly burdensome because the burden on the Commission of complying with Your Request outweighs the public interest in providing the Specified Records, and efforts to reduce Your Request to manageable proportions have been unsuccessful. § 1, § 3(g)

___ Your Request is unduly burdensome because you have repeatedly requested the Specified Records or similar public records, which records are unchanged or identical to records previously provided or properly denied pursuant to the Act. § 3(g)

___ Disclosure of the Specified Records is specifically prohibited by the following Federal or State law, rule, or regulation:
_____. § 7(1)(a)

___ The Specified Records are private information. § 2(c-5), § 7(1)(b)

___ The Specified Records are maintained by one or more law enforcement agencies and are specifically designed to provide information to one or

more law enforcement agencies regarding the physical or mental status of one or more individual subjects. § 7(1)(b-5)

- The Specified Records were created in the course of administrative enforcement proceedings, or for law enforcement purposes, and disclosure would:
 - interfere with a pending or actually and reasonably contemplated law enforcement proceeding by the Commission. § 7(1)(d)(i)
 - interfere with active administrative enforcement proceedings by the Commission. § 7(1)(d)(ii)
 - unavoidably disclose the identity of a confidential source or confidential information provided by the confidential source, or the identity of persons who file complaints with or provide information to administrative, investigative, law enforcements or penal agencies. § 7(1)(d)(iv)
 - disclose unique or specialized investigative techniques other than those generally used and known, and disclosure would result in demonstrable harm to the Commission. § 7(1)(d)(v)
 - endanger the life or physical safety of any person. § 7(1)(d)(vi)
 - obstruct or interfere with an active or ongoing criminal investigation by the Commission. § 7(1)(d)(iv), § 7 (1)(d)(vii)
- The Specified Records relate to the security of correctional institutions or detention facilities. § 7(1)(e)
- The Specified Records contain trade secrets or commercial or financial information furnished to the Commission under a claim that they are proprietary, privileged, or confidential, and that disclosure would cause competitive harm to the furnisher of the information. § 7(1)(g)
- The Specified Records constitute proposals or bids for a contract, grant, or agreement that has not been awarded or for which a final selection has not been made or would either frustrate the Commission's procurement procedures, or give an advantage to any person who may submit a proposal or bid. § 7(1)(h)
- The Specified Records constitute information prepared by or for the Commission in preparation of a bid solicitation for which no award or final selection has been made. § 7(1)(h)
- The Specified Records are valuable formulae, computer geographic systems, designs, drawings, or research data obtained or produced by the Commission, and disclosure could reasonably be expected to produce private gain or public loss. § 7(1)(i)

General Notice of Denial / Partial Denial of Request – Page 4

- The Specified Records contain the following types of information pertaining to specified educational matters that are exempt from disclosure:
 - test questions, scoring keys and other examination data used to administer an academic examination. § 7(1)(j)(i)
 - information concerning a school or university's adjudication of student disciplinary cases, and disclosure would unavoidably reveal the identity of the student. § 7(1)(j)(iii)
 - course materials or research materials used by faculty members. § 7(1)(j)(iv)
- Disclosure of the Specified Records would compromise the security of a project constructed with public funds. § 7(1)(k)
- The Specified Records are plans, technical submissions or other construction related technical documents for projects not constructed in whole or in part with public funds. § 7(1)(k)
- The Specified Records are minutes of closed meetings of the Commission and are not subject to public inspection pursuant to the Open Meetings Act. § 7(1)(l)
- The Specified Records constitute or reflect communications between the Commission and an attorney or auditor that are not subject to discovery in litigation. § 7(1)(m)
- The Specified Records were prepared or compiled at the request of an attorney advising the Commission in anticipation of criminal, civil, or administrative proceedings. § 7(1)(m)
- The Specified Records were prepared or compiled with respect to an internal audit of the Commission. § 7(1)(m)
- The Specified Records relate to adjudication of an employee grievance or disciplinary case, and do not constitute the final outcome of a case in which discipline was imposed. § 7(1)(n)
- Disclosure of the Specified Records would jeopardize the security of a data processing system, of the data contained therein, or of other related data processing materials. § 7(1)(o)
- The Specified Records relate to employee collective bargaining matters and do not constitute a final collective bargaining agreement. § 7(1)(p)
- The Specified Records are test questions, scoring keys, or other examination data used to determine employment or license qualifications. § 7(1)(q)

General Notice of Denial / Partial Denial of Request – Page 5

- The Specified Records relate to pending negotiations for the purchase or sale of real estate. § 7(1)(r)
- The Specified Records relate to pending or actually and reasonably contemplated eminent domain proceedings and are not subject to discovery pursuant to the rules of the Illinois Supreme Court. § 7(1)(r)
- The Specified Records are proprietary information related to the operation of an intergovernmental risk management association, self-insurance pool, or jointly self-administered health and accident cooperative or pool. § 7(1)(s)
- The Specified Records are insurance or self-insurance records. § 7(1)(s)
- The Specified Records are information that would disclose or might lead to the disclosure of secret or confidential information, codes, algorithms, programs, or private keys intended to be used to create electronic or digital signatures. § 7(1)(u)
- The Specified Records concern vulnerability assessments, security measures, or response policies or plans designed to identify, protect, or respond to potential attacks on a community's population or systems, facilities, or installations, and disclosure could reasonably be expected to jeopardize the effectiveness of the measures or the safety of any person. § 7(1)(v)
- The Specified Records are maps or other records regarding the location or security of utility or power generator facilities. § 7(1)(x)
- The Specified Records are records of proposals, bids, or negotiations related to the procurement of electric power that have been determined to be confidential and proprietary by the Illinois Power Agency or by the Illinois Commerce Commission. § 7(1)(y)
- The Specified Records are library circulation or order records identifying library uses with specific materials, as provided in the Library Records Confidentiality Act. § 7.5(b)
- The Specified Records are held by an authorized representative of the Illinois Department of Public Health and relate to known or suspected cases of sexually transmissible disease, or other information the disclosure of which is prohibited under the Illinois Sexually Transmissible Disease Control Act. § 7.5(d)
- The Specified Records concern an enforcement proceeding under the Commission's ethics regulations. § 7.5(h)
- The Specified Records are information contained in a local emergency energy plan submitted to the Commission pursuant to an ordinance adopted under Section 11-21.5-5 of the Illinois Municipal Code. § 7.5(i)

General Notice of Denial / Partial Denial of Request – Page 6

— The Specified Records concern the distribution of surcharge moneys collected and remitted by wireless carriers under the Wireless Emergency Telephone Safety Act. § 7.5(j)

— The Specified Records are law enforcement identification information or driver identification information compiled pursuant to Section 11-212 of the Illinois Vehicle Code. § 7.5(k)

— The Specified Records are records or information provided to a residential health care facility resident sexual assault and death review team under the Abuse Prevention Review Act. § 7.5(l)

— The Specified Records constitute defense budget and petitions for certifications of compensation and expenses for court-appointed trial counsel under Sections 10 and 15 of the Capital Crimes Litigation Act. § 7.5(n)

— The Specified Records relate to security portions of system safety program plans, reports, and other information compiled, collected, or prepared by or for the Regional Transportation Authority under Section 2.11 of the Regional Transportation Authority Act. § 7.5(p)

— Disclosure of the Specified Records is prohibited by the Personnel Records Review Act. § 7.5(q)

— Disclosure of the Specified Records is prohibited by the Illinois School Student Records Act. § 7.5(r)

— Other: _____

Dated: _____.

DUPAGE WATER COMMISSION

By: _____
Freedom of Information Officer

STATE OF ILLINOIS)
)
COUNTY OF _____) SS.

PROOF OF SERVICE

I, _____, being duly sworn on oath, state that on this _____ day of _____, _____, on or about the hour of _____ .m., I personally delivered or mailed the foregoing document entitled "**DENIAL OF REQUEST FOR PUBLIC RECORDS**" by:

___ Personally handing it to the person to whom it is addressed.

___ Delivering it to the property located at:

which property is believed by me to be the residence, office, or other location of the person to whom the document is addressed.

___ Placing it in an envelope addressed to the person to whom it is addressed at the address to which it is addressed and depositing said envelope, with proper postage affixed, in the United States post office or mail box located at:

Signed: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

NOTARY PUBLIC

DUPAGE WATER COMMISSION

NOTICE OF INTENT TO DENY REQUEST FOR PUBLIC RECORDS

To: Public Access Counselor
Office of the Illinois Attorney General
500 South 2nd Street
Springfield, Illinois 62706

To: _____ ("Requestor")

On _____, the DuPage Water Commission received a written request from the Requestor for inspection, copying, or certification of certain Commission public records ("Request"). The Commission has determined that all or a portion of the records identified in the Request are exempt from disclosure under Sections 7(1)(c) and/or 7(1)(f) of the Freedom of Information Act, 5 ILCS 140/7(1)(c) and 5 ILCS 140/7(1)(f) ("Exempt Records"), for the following reason(s):

Pursuant to Section 9.5(b) of the Illinois Freedom of Information Act, the Commission hereby notifies you of its intent to deny the Request with respect to the Exempt Records. Copies of the Request, and of the Commission's proposed notice of denial to the Requestor, are enclosed.

Dated _____, 20__

DUPAGE WATER COMMISSION

By: _____

Print: _____
Freedom of Information Officer

STATE OF ILLINOIS)
)
COUNTY OF _____) SS.

PROOF OF SERVICE

I, _____, being duly sworn on oath, state that on this _____ day of _____, _____, on or about the hour of _____ .m., I personally delivered or mailed the foregoing document entitled "**NOTICE OF INTENT TO DENY REQUEST FOR PUBLIC RECORDS**" by:

___ Personally handing it to the person or persons to whom it is addressed.

___ Delivering it to the property located at:

which property is believed by me to be the residence, office, or other location of the person or persons to whom the document is addressed.

___ Placing it in an envelope addressed to the person to whom it is addressed at the address to which it is addressed and depositing said envelope, with proper postage affixed, in the United States post office or mail box located at:

Signed: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

NOTARY PUBLIC

DUPAGE WATER COMMISSION

DENIAL OF REQUEST FOR PUBLIC RECORDS

To: _____

On _____, the DuPage Water Commission received your written request for inspection, copying, or certification of certain Commission public records ("Your Request").

1. Denial of Request

____ Your Request is hereby denied in its entirety. The reason(s) for denial are stated in Paragraph 5 below.

____ Your Request has been denied in part. The records for which Your Request is denied are identified below. (The records for which Your Request is approved are identified in the enclosed Notice of Approval.)

Your Request is denied as to the following records (the "Specified Records"):

2. Responsible Official

The Commission's Freedom of Information Officer is the official responsible for this denial.

3. Notice of the Right to Review by Illinois Attorney General

You have the right to file a request for review of Your Request and this Notice of Denial by the Public Access Counselor of the Office of the Illinois Attorney General. The Public Access Counselor may be contacted at 500 South 2nd Street, Springfield, Illinois 62706, or by telephone at (217) 558-0486.

4. Notice of Right to Judicial Review

Under Section 11 of the Illinois Freedom of Information Act, 5 ILCS 140/11, you have the right to seek judicial review of this denial. The Commission cannot

Section 7(1)(c)/7(1)(f) Notice of Denial / Partial Denial of Request – Page 2

advise or represent you in this matter. You should consult your own legal counsel.

5. Justification for Denial

Your Request is being denied with respect to the Specified Records because the Specified Records are exempt from disclosure pursuant to the Illinois Freedom of Information Act for the following reason or reasons (references are to sections of the Act):

___ Disclosure of the Specified Records would constitute a clearly unwarranted invasion of personal privacy. § 1, § 7(1)(c)

___ The Specified Records are preliminary drafts, notes, recommendations, memoranda, or other records in which opinions are expressed or policies or actions are formulated. § 7(1)(f)

Dated: _____.

DUPAGE WATER COMMISSION

By: _____
Freedom of Information Officer

Section 7(1)(c)/7(1)(f) Notice of Denial / Partial Denial of Request – Page 3

STATE OF ILLINOIS)
)
COUNTY OF _____)

SS.

PROOF OF SERVICE

I, _____, being duly sworn on oath, state that on this _____ day of _____, _____, on or about the hour of _____ .m., I personally delivered or mailed the foregoing document entitled "**DENIAL OF REQUEST FOR PUBLIC RECORDS**" by:

___ Personally handing it to the person to whom it is addressed.

___ Delivering it to the property located at:

which property is believed by me to be the residence, office, or other location of the person to whom the document is addressed.

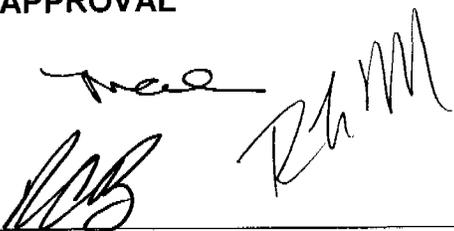
___ Placing it in an envelope addressed to the person to whom it is addressed at the address to which it is addressed and depositing said envelope, with proper postage affixed, in the United States post office or mail box located at:

Signed: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

NOTARY PUBLIC

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	<p>A Resolution Approving a Second Amendment to Task Order No. 10 under the Master Contract with AECOM USA, Inc.</p> <p>Resolution No. R-71-09</p>	<p>APPROVAL</p> 	
<p>Account No.: 01-60-7110</p> <p>The Commission entered into a master contract with AECOM USA Inc., formerly known as Consoer Townsend Envirodyne Engineers, Inc., dated May 14, 2004, for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission.</p> <p>Pursuant to Resolution No. R-22-06, the Commission approved Task Order No. 10 to the Master Contract, at a lump sum cost of 18,500.00, for design and bidding services in connection with the improvements to the Commission's Waterworks System that were required in order to provide a second connection point to the Village of Winfield distribution system. The Commission connection facilities included a metering station, underground water mains, metering devices, valves, instrumentation, and a SCADA system with antenna to monitor and control the metering station.</p> <p>In August of 2007, the Commission approved a First Amendment to Task Order No. 10 to add approximately 400 lineal feet of feeder water main to design services and increased the lump sum cost of the work from \$18,500.00 to \$22,500.00.</p> <p>Resolution No. R-71-09 would approve a Second Amendment to Task Order No. 10 to add construction services and to increase the lump sum cost of the work by \$49,200.00 to \$71,700.00.</p> <p>Subsection 2F of the Village of Winfield Additional Connection Point Agreement requires Winfield to post a cash deposit in the amount of 110% of the estimated costs for engineering services. Accordingly, the cash deposit shall be posted prior to commencement of any additional work related to this Task Order Amendment.</p>			
<p>MOTION: To approve Resolution No. R-71-09.</p>			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-71-09

A RESOLUTION APPROVING A SECOND AMENDMENT
TO TASK ORDER NO. 10 UNDER THE MASTER
CONTRACT WITH AECOM USA, INC.

WHEREAS, the DuPage Water Commission (the "Commission") entered into a master contract with AECOM USA, Inc., formerly known as Consoer Townsend Envirodyne Engineers, Inc. (the "Consultant"), dated May 14, 2004, to provide, from time to time, professional engineering services in connection with the design and construction of extensions and improvements to the Waterworks System and other projects of the Commission (the "Master Contract"); and

WHEREAS, the Master Contract sets forth the terms and conditions pursuant to which the Commission will obtain from time to time, and the Consultant will provide from time to time, professional engineering 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-22-06, the Commission approved Task Order No. 10 to the Master Contract for design and bidding services in connection with the improvements to the Commission's Waterworks System that are required in order to provide a second connection point to the Village of Winfield distribution system (the "Original Task Order No. 10"); and

WHEREAS, the Commission and the Consultant entered into a First Amendment to the Original Task Order No. 10 (the "First Amendment"), dated August 10, 2007, and approved pursuant to Resolution No. R-50-07 adopted August 9, 2007, to add approximately 400 lineal feet of feeder water main to design services and increase the

Resolution No. R-71-09

lump sum cost of the work from \$18,500.00 to \$22,500.00 (the Original Task Order No. 10 as amended by the First Amendment hereinafter collectively referred to as "Task Order No. 10"); and

WHEREAS, the Commission and the Consultant desire to further amend Task Order No. 10 to the Master Contract to add construction services and increase the lump sum cost of the work from \$22,500.00 to \$71,700.00, the Board of Commissioners of the DuPage Water Commission hereby finding and determining, based upon representations of staff and the Consultant, 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 Second Amendment to Task Order No. 10 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: A Second Amendment to Task Order No. 10, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, shall be and it hereby is approved.

SECTION THREE: The General Manager shall be and hereby is authorized and directed to execute the Second Amendment to Task Order No. 10 in substantially the

Resolution No. R-71-09

form attached hereto as Exhibit 1; provided, however, that the Second Amendment shall not be so executed on behalf of the Commission unless and until (a) the General Manager shall have been presented with copies of the Second Amendment executed by AECOM USA, Inc. and (b) the Commission shall have received the additional \$54,120.00 in Cash Deposit required by that certain Intergovernmental Agreement Concerning the Construction and Operation of Certain Connection Facilities between the DuPage Water Commission and the Village of Winfield approved pursuant to Commission Ordinance No. O-9-06, as amended by a First Amendment approved pursuant to Commission Ordinance No. O-9-07.

SECTION FOUR: 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 _____, 2009.

Chairman

ATTEST:

Clerk

**SECOND AMENDMENT TO
TASK ORDER NO. 10**

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and AECOM USA, Inc., formerly known as Consoer Townsend Envirodyne Engineers, Inc. ("Consultant"), for Professional Engineering Services dated May 14, 2004 (the "Contract"), Owner and Consultant agree to amend, effective December 11, 2009, Task Order No. 10 to the Contract for Design and Bidding Services for the Commission Connection Facilities to Provide a Second Point of Connection for the Village of Winfield, as previously amended by a First Amendment dated as of August 10, 2007 (collectively, "Task Order No. 10"), as follows:

1. Services of Consultant:

Subsection 2A, entitled "Basic Services," of Section 2, entitled "Services of Consultant," of Task Order No. 10 shall be, and it hereby is, amended by adding a new Paragraph 2A4, entitled "Construction Phase," which new Paragraph 2A4 shall hereafter be and read as follows:

"4. Construction Phase.

After written authorization to proceed, provide the Construction Services set forth in Paragraphs 5a through and including 5m of Attachment A to the Contract."

2. Completion Date

Section 5, entitled "Completion Date," of Task Order No. 10 shall be, and it hereby is, amended by adding a new Subsection 5D, entitled "Construction Phase," which new Subsection 5D shall hereafter be and read as follows:

"D. Construction Phase: 270 days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract."

3. Contract Price

Section 8, entitled "Contract Price," of Task Order No. 10 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, the total Contract Price of:

<u>Seventy-One Thousand Seven Hundred</u> (in writing)	Dollars and <u>No</u> Cents (in writing)
<u>71,700</u> (in figures)	Dollars and <u>00</u> Cents" (in figures)

In all other respects, Task Order No. 10 to the Contract shall remain in full force and effect, and Task Order No. 10 to the Contract shall be binding on both parties as hereinabove amended.

DUPAGE WATER COMMISSION

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

AECOM USA, INC.

By: _____
Name: _____
Title: _____

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	<p>An Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, authorizing and providing for the issuance of not to exceed \$30,000,000 Debt Certificates, Series 2009, evidencing interests in an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for the Commission, and providing for the security for and means of payment under the Agreement and the Certificates</p> <p>Ordinance No. O-14-09</p>	<p>APPROVAL</p> 	
<p>To provide for the acquisition of water and of improvements and extensions to the existing facilities of the Commission, including equipment acquisitions, and associated property rights and other services (the "<i>Purchase Program</i>"), Ordinance No. O-14-09 would authorize and provide for the issuance of not to exceed \$30,000,000 Debt Certificates, Series 2009. Approval of the Ordinance would vest the Chairman and the General Manager, acting together (the "<i>Designated Officials</i>"), with the authority to sell the Debt Certificates to West Suburban Bank upon the terms and conditions set forth in the Ordinance, including without limitation the following key terms and conditions:</p> <ol style="list-style-type: none"> 1. The not to exceed \$30,000,000 Debt Certificates, Series 2009 (the "<i>Certificates</i>"), shall be issued in either one or two series, as may be determined by the Designated Officials, shall be designated either Debt Certificate, Series 2009 (the "<i>Tax-exempt Certificate</i>") or Taxable Debt Certificate, Series 2009 (the "<i>Taxable Certificate</i>"). 2. The Certificates shall be dated as of a date not earlier than December 1, 2009, and not later than their initial date of issuance (the "<i>Dated Date</i>"). 3. One Certificate only for each series shall be issued in the amount specified by the Designated Officials for such series. 			

Ordinance No. O-14-09

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	<p>An Ordinance of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, authorizing and providing for the issuance of not to exceed \$30,000,000 Debt Certificates, Series 2009, evidencing interests in an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for the Commission, and providing for the security for and means of payment under the Agreement and the Certificates</p> <p>Ordinance No. O-14-09</p>	APPROVAL	
<p>4. The Certificates shall become due and payable on a single date for each series not later than one year from the Dated Date, and shall bear interest (computed upon the basis of a 360-day year of twelve 30-day months), being payable semiannually commencing on that date which is six months from the Dated Date and at maturity, at the following rates percent per annum:</p> <p style="padding-left: 40px;">For the Tax-exempt Certificate - 0.5%; and for the Taxable Certificate - 1.25%.</p> <p>5. The Certificates of each series shall be subject to optional redemption and prepayment as a whole but not in part at a price of 100% of the principal amount thereof plus accrued interest to the redemption and prepayment date.</p> <p>6. The Certificates shall be sold and delivered to West Suburban Bank at a purchase price of 100% of the original principal amount thereof, plus accrued interest (if any), in a private placement with no closing fee.</p>			
MOTION: To approve Ordinance No. O-13-09.			

ORDINANCE NUMBER O-14-09

AN ORDINANCE of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, authorizing and providing for the issuance of not to exceed \$30,000,000 Debt Certificates, Series 2009, evidencing interests in an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for the Commission, and providing for the security for and means of payment under the Agreement and the Certificates.

Adopted by the Board of
Commissioners of Said
Commission on the 10th day
of December 2009

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ORDINANCE NUMBER O-14-09

AN ORDINANCE of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, authorizing and providing for the issuance of not to exceed \$30,000,000 Debt Certificates, Series 2009, evidencing interests in an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for the Commission, and providing for the security for and means of payment under the Agreement and the Certificates.

PREAMBLES

WHEREAS

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

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

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

B. The Board of Commissioners has considered the needs of the Commission and, in so doing, the Board of Commissioners has deemed and does now deem it advisable, necessary, and for the best interests of the Commission in order to promote and protect the public health, welfare, safety and convenience of the residents of the Commission to provide for the acquisition of water and of improvements and extensions to the existing facilities of the Commission, including equipment acquisitions, in and for the Commission, including, in connection with said works, acquisition of any land or rights in land, mechanical, electrical, and other services

necessary, useful, or advisable thereto (the "*Purchase Program*"), all as shown in existing contracts on file with the Commission Clerk.

C. The Board of Commissioners has estimated the total cost of the Purchase Program and expenses incidental thereto, including financial, legal, consulting, and engineering services related to such work and to the Agreement hereinafter provided for in this Ordinance (collectively "*Related Expenses*") not to exceed \$30,000,000 plus estimated investment earnings which may be received on said sum prior to disbursement.

D. Sufficient funds of the Commission are not available to pay the costs of the Purchase Program and Related Expenses, and it will, therefore, be necessary to borrow money pursuant to this Ordinance in an amount of not to exceed \$30,000,000 for the purpose of paying such costs.

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

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

sufficiently executed so as to permit the governmental unit to issue certificates evidencing the indebtedness incurred under the lease or agreement. The certificates shall be valid whether or not an appropriation with respect thereto is included in any annual or supplemental budget adopted by the governmental unit. From time to time, as the governing body executes contracts for the purpose of acquiring and constructing the services or real or personal property that is a part of the subject of the lease or agreement, including financial, legal, architectural, and engineering services related to the lease or agreement, the governing body shall order the contracts filed with its nominee officer, and that officer shall identify the contracts to the lease or agreement; that identification shall permit the payment of the contract from the proceeds of the certificates; and the nominee officer shall duly apply or cause to be applied proceeds of the certificates to the payment of the contracts. The governing body of each governmental unit may sell, lease, convey, and reacquire either real or personal property, or any interest in real or personal property, upon any terms and conditions and in any manner, as the governing body shall determine, if the governmental unit will lease, acquire by purchase agreement, or otherwise reacquire the property, as authorized by this subsection or any other applicable law.

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

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

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

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

4. To issue certificates evidencing the indebtedness incurred under the Agreement in the amount of not to exceed \$30,000,000, in form and having such details as set forth below in the text of this Ordinance.

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

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

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

Applicable Law

Board of Commissioners

Chairman

Clerk

Commission

Debt Reform Act

Installment Purchase Provisions of the Debt Reform Act

Purchase Program

Related Expenses

State

Treasurer

Water Commission Act

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

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

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

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

“*Certificate Moneys*” means moneys on deposit in the Certificate Fund.

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

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

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

“*Certificates*” means the not to exceed \$30,000,000 Debt Certificates, Series 2009, authorized to be issued by this Ordinance in one or more series, which may be Tax-exempt or Taxable.

“*Code*” means the Internal Revenue Code of 1986, as amended.

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

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

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

“Ordinance” means this Ordinance, numbered as set forth on the title page hereof, and passed by the Board of Commissioners on the 10th day of December 2009.

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

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

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

“Record Date” means the first day of the month of any regular interest payment date and five days preceding any other interest payment date.

“Taxable” means, with respect to all or a portion of the Certificate, the status of interest paid and accrued thereon as not Tax-exempt.

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

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

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

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

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

Section 5. Execution and Filing of the Agreement. From and after the effective date of this Ordinance, the Chairman and Clerk be and they are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form thereof set forth below in the text of this Ordinance, and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the

original of the Agreement shall be filed with the Clerk and retained in the Commission records and constitute authority for issuance of the Certificates. Subject to such discretion of the officers signatory to the document as described in the foregoing text, the Installment Purchase Agreement shall be in substantially the form as follows:

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

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

WITNESSETH

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

B. Pursuant to the provisions of the Water Commission Act of 1985 and Division 135 of Article 11 of the Illinois Municipal Code (collectively, the "*Water Commission Act*"); the Local Government Debt Reform Act of the State of Illinois (the "*Debt Reform Act*"), and, in particular, the provisions of Section 17 of the Debt Reform Act (the "*Installment Purchase Provisions of the Debt Reform Act*"); and all other Omnibus Bond Acts of the State of Illinois; in each case, as supplemented and amended (collectively "*Applicable Law*"); the Commission has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years and has the power to issue certificates evidencing indebtedness incurred under such agreements.

C. On the 10th day of December 2009, the Board of Commissioners, pursuant to Applicable Law and the need to provide for the Purchase Program, adopted an ordinance (the "*Ordinance*"), numbered O-14-09 authorizing the borrowing of money for the Purchase Program, the execution and delivery of this Agreement to finance same, and the issuance of certificates evidencing the indebtedness so incurred.

D. The Ordinance is

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

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

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

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

1. MAKE AND ACQUIRE PURCHASE PROGRAM

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

2. CONVEYANCE

The Seller agrees to convey each portion of the Purchase Program to the Commission and when required to perform all necessary work and convey all necessary equipment; and the Commission agrees to purchase all real or personal property which is part of the Purchase

Program from the Seller and pay for the Purchase Program the purchase price of not to exceed \$ _____; plus the amount of investment earnings which are earned on the amount deposited with the Commission Treasurer from the sale of the Certificates and in no event shall the total aggregate principal purchase price to be paid pursuant to this Agreement exceed said sum of \$ _____, plus the amount of investment earnings which are earned on the amount deposited with the Commission Treasurer from the sale of the Certificates.

3. PAYMENTS

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

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

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

4. ASSIGNMENT

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

5. TAX COVENANTS

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

6. TITLE

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

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

7. LAWFUL CORPORATE OBLIGATION

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

hereunder, together with all other indebtedness of the Commission, is within all statutory and constitutional debt limitations. The Commission agrees to appropriate funds of the Commission annually and in a timely manner so as to provide for the making of all payments when due under the terms of this Agreement.

8. GENERAL COVENANT AND RECITAL

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

9. NO SEPARATE TAX

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

10. DEFAULT

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

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

SELLER: Signature: _____

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

ATTEST:

Commission Clerk

[SEAL]

DUPAGE WATER COMMISSION

By _____
Chairman of the Board of Commissioners

ATTEST:

Commission Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF INSTALLMENT PURCHASE AGREEMENT FILING

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

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

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

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

Commission Clerk

[SEAL]

Section 6. Certificate Details. For the purpose of providing for Purchase Program and Related Expenses, there shall be issued and sold the Certificates in the aggregate principal amount of not to exceed \$30,000,000. The Certificates shall be issued in either one or two series, as may be determined, and each be designated “[Taxable] Debt Certificate, Series 2009”; be dated as of a date not earlier than December 1, 2009, and not later than their initial date of issuance (the “Dated Date”) as shall be set forth in the Certificate Order; and shall also bear the date of authentication thereof. The Certificates shall be in fully registered and may, at the option of the Purchaser, be in Book Entry Form. One Certificate only for each series shall be issued in the amount of (denominated) such series. The Certificates shall become due and payable on a single date for each series not later than one year from the Dated Date, and shall bear interest at the rates percent per annum as shall be set forth in the Certificate Order, *provided however*, that the maximum interest rate on the Certificates shall not exceed two percent (2.00%) per annum. Each Certificate shall bear interest from the later of its Dated Date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Certificate is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on such dates, being monthly, quarterly, semiannually or at maturity, as shall be set forth in the Certificate Order. Interest on each Certificate shall be paid by check or draft of the Certificate Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Certificate is registered at the close of business on the applicable Record Date, and mailed to the registered owner of the Certificate at the address as shown in the Certificate Registrar or at such other address furnished in writing by such registered owner, or as otherwise may be agreed with either the Purchaser or the Depository for so long as the Purchaser or the Depository or its nominee is the registered owner as of a given Record Date. The principal of or redemption price

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

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

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

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

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

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

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

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

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

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

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

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

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

redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due.

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

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

G. Certificates to Be Canceled; Payment to Identify Certificates. All Certificates which have been redeemed shall be canceled and destroyed by the Certificate Registrar and shall not be reissued. Upon the payment of the redemption price of

Certificates being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Certificates being redeemed with the proceeds of such check or other transfer.

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

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

Entry Form, any Certificate may be transferred as a whole but not in part, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer of any Certificate at the office of the Certificate Registrar maintained for the purpose, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Certificate Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Commission shall execute and the Certificate Registrar shall authenticate, date, and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of the same series and of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount. The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 5 days preceding the giving of notice of redemption of Certificates or to transfer or exchange any Certificate which has been called for redemption. The execution by the Commission of any fully registered Certificate shall constitute full and due authorization of such Certificate; and the Certificate Registrar shall thereby be authorized to authenticate, date, and deliver such Certificate; *provided, however,* the principal amount of Certificates of each series authenticated by the Certificate Registrar shall not at any one time exceed the authorized principal amount of Certificates for such series. The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Certificate shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Certificates for any

transfer or exchange of Certificates, but the Commission or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates.

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

[FORM OF CERTIFICATE - FRONT SIDE]

REGISTERED
No. _____

REGISTERED
\$ _____

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

See Reverse Side for
Additional Provisions.

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

Registered Owner:

Principal Amount: _____ Dollars

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

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

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

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

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

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

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

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

ATTEST:

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

[SEAL]

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

Certificate Registrar and Paying Agent:

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

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

CLERK OF THE DUPAGE WATER COMMISSION
as Certificate Registrar

Signature

[FORM OF CERTIFICATE - REVERSE SIDE]

This Certificate is one of a series (the "Certificates") in the aggregate principal amount of \$ _____ issued by the Commission for the purpose of providing funds to pay costs of the Purchase Program and Related Expenses, all as described and defined in the ordinance authorizing the Certificates (the "Ordinance"), pursuant to and in all respects in compliance with the applicable provisions of the Water Commission Act of 1985 and Division 135 of Article 11 of the Illinois Municipal Code, as supplemented and amended, and in particular as supplemented by the Local Government Debt Reform Act of the State of Illinois, as amended, and the other Omnibus Bond Acts of the State of Illinois ("Applicable Law"), and with the Ordinance, numbered O-14-09 which has been duly passed by the Board of Commissioners of the Commission on the 10th day of December 2009, and signed by the Chairman, in all respects as by law required. The Certificates have been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the "Agreement"), dated as of the ____ day of December 2009. The Agreement has been entered into by and between the

Commission and its Commission Treasurer, as Seller-Nominee, and reference is hereby expressly made to same for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents.

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

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

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

ASSIGNMENT

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

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

(Name and Address of Assignee)

the within Certificate and does hereby irrevocably constitute and appoint

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

Dated: _____

Signature guaranteed: _____

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

Section 13. Sale of Certificates. The Designated Officials are hereby authorized to proceed, without any further authorization or direction whatsoever from the Board of Commissioners, to sell and deliver all or a portion of either series of the Certificates upon the terms as prescribed, pursuant to a Certificate Order. "Purchaser" is hereby defined as a single purchaser for each series, which purchaser shall be (a) a bank or other financial institution with a place of business in the State and (b) able to take up such series of Certificates in a private placement representing that (i) it will be the first buyer of such series and will hold same with no present intention to resell and (ii) that it is a sophisticated investor in securities such as the Certificates and is able to make an informed investment decision regarding same. The Certificates shall be sold and delivered to each Purchaser at the Purchase Price, plus accrued interest to the date of delivery; *provided, however,* that the Purchaser may receive, as consideration upon issuance of the Certificates a closing fee not to exceed 0.25% of par value, which consideration shall be taken into account as interest in determining whether the Certificate is being sold within the interest rate limitation set forth for same. Nothing in this Section shall require the Designated Officials to sell any Certificates if in their judgment the conditions for the sale shall have markedly deteriorated from the time of adoption hereof, but the Designated Officials shall have the authority to sell all or a portion of either series of the Certificates in any event so long as the limitations set forth in this Ordinance shall have been met. Upon the sale of Certificates, the Designated Officials and any other officers of the Commission as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such

documents of sale of the Certificates as may be necessary, including, without limitation, a Certificate Order, Purchase Contract (as hereinafter defined), and closing documents. At the time of the execution and delivery of the Purchase Contract, the Designated Officials shall state that neither they nor any person advising them in such sale is in any manner financially interested either directly, in his or her own name, or indirectly in the name of any other person, association, trust or corporation in said contract with the Purchaser for the purchase of the Certificates.

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

Section 14. Creation of Funds and Appropriations.

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

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

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

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

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

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

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

BRIEF DESCRIPTION OF WORK CONTRACT	NAME OF CONTRACTOR	CONTRACT AMOUNT(\$)	IDENTIFIED AMOUNT(\$)
Water Supply Contract	City of Chicago	Ongoing - No limit	Not to exceed \$10,000,000
Bond Counsel	Chapman and Cutler LLP	19,500	19,500

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

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

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

Section 16. General Tax Covenants. Such amount of the Certificates as are in the judgment of the Designated Officers *not* needed for the purchase of water may be issued at Tax-exempt. The Commission hereby covenants that it will not take any action, omit to take any

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

Section 17. Certain Specific Tax Covenants.

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

(1) Not more than 5% (10% in certain cases) of the net sale proceeds of the Tax-exempt Certificates will be used, directly or indirectly, in any trade or business carried on by any person other than a state or local governmental unit.

(2) Not more than 5% (10% in certain cases) of the amounts necessary to pay the principal of and interest on the Tax-exempt Certificates will be derived, directly or indirectly, from payments with respect to any private business use by any person other than a state or local governmental unit.

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

(4) Except as may be provided at paragraphs (1) and (2) above, no user of the infrastructure of the Commission improved or to be improved as part of the Purchase Program financed with the proceeds of the Tax-exempt Certificates, other than the Commission or another governmental unit, will use the same on any basis other than the same basis as the general public; and except as noted no person, other than the Commission or another governmental unit, will be a user of such infrastructure as a result of (i) ownership or (ii) actual or beneficial use pursuant to a lease, a management or incentive payment contract other than as expressly permitted by the Code, or (iii) any other arrangement.

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

(1) With respect to the Purchase Program financed with the proceeds of the Tax-exempt Certificates, the Commission has heretofore incurred or within six months after delivery of the Tax-exempt Certificates expects to incur substantial binding

obligations to be paid for with money received from the sale of the Tax-exempt Certificates, said binding obligations comprising binding contracts for such portion of the Purchase Program in not less than the amount of 5% of the net sale proceeds of the Certificates allocable to such portion of the Purchase Program.

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

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

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

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

(6) Amounts of money related to the Tax-exempt Certificates required to be invested at a yield not materially higher than the yield on the Tax-exempt Certificates , as

determined pursuant to such tax certifications or agreements as the Commission officers may make in connection with the issuance of the Tax-exempt Certificates , shall be so invested; and appropriate Commission officers are hereby authorized and directed to make such investments.

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

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

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

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

official intent under Treasury Regulations Section 1.150-2 as to all costs of the Purchase Program paid after 60 days prior to the date hereof and up to the issuance of the Certificates.

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

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

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

(3) On the date hereof, the Commission does not reasonably anticipate that for calendar year 2009 it will issue any Section 265 Tax-Exempt Obligations (other than the Tax-exempt Certificates) or that any Section 265 Tax-Exempt Obligations will be issued on behalf of it. “Section 265 Tax-Exempt Obligations” are obligations the interest on which is excludable from gross income of the owners thereof under Section 103 of the Code, except for private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 141 of the Code, and except for bonds issued to currently refund bonds in an amount not greater than the par amount of the bonds so refunded. The Commission will not issue or permit the issuance on behalf of it or by any entity subject to control by the Commission (which may hereafter come into existence) of Section 265 Tax-Exempt Obligations that exceed the aggregate amount of \$30,000,000 during calendar year 2009 unless it first obtains an opinion of Recognized Counsel to the effect that such issuance will not adversely affect the treatment of the Tax-exempt Certificates as “qualified tax-exempt obligations” for the purpose and within the meaning of Section 265(b)(3) of Code.

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

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

in a manner consistent with the standards, customs, and practices of the municipal securities industry.

B. The Certificate Registrar shall signify her acceptance of the duties and obligations imposed upon her by this Ordinance by executing the certificate of authentication on any Certificate. Any Certificate Registrar shall be the agent of the Commission and shall not be liable in connection with the performance of duties except for her own negligence or willful wrongdoing. Any Certificate Registrar shall, however, be responsible for any representation in the certificate of authentication on Certificates.

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

Section 19. Defeasance. Any Certificate or Certificates which (a) are paid and canceled, (b) which have matured and for which sufficient sums have been deposited with the Certificate

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

Section 20. Publication of Ordinance. Under Applicable Law, this Ordinance need not be published.

Section 21. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect upon its passage and approval as provided by law.

AYES: _____

NAYS: _____

ABSENT: _____

ADOPTED: December __, 2009

SIGNED: December __, 2009

Chairman of the Board of
Commissioners

Recorded In Commission Records: December __, 2009.

ATTEST:

Commission Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF AGENDA, MINUTES AND ORDINANCE

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

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

AN ORDINANCE of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, authorizing and providing for the issuance of not to exceed \$30,000,000 Debt Certificates, Series 2009, evidencing interests in an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for the Commission, and providing for the security for and means of payment under the Agreement and the Certificates.

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

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

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

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

Commission Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF FILING

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

AN ORDINANCE of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, authorizing and providing for the issuance of not to exceed \$30,000,000 Debt Certificates, Series 2009, evidencing interests in an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for the Commission, and providing for the security for and means of payment under the Agreement and the Certificates.

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

BRIEF DESCRIPTION OF WORK CONTRACT	NAME OF CONTRACTOR	CONTRACT AMOUNT(\$)	IDENTIFIED AMOUNT(\$)
Water Supply Contract	City of Chicago	Ongoing - no limit	Not to exceed \$10,000,000
Bond Counsel	Chapman and Cutler LLP	19,500	19,500

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

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

[SEAL]

Commission Clerk

Commission Treasurer

EXHIBIT A

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

ORDER
IN CONNECTION WITH THE ISSUANCE OF

\$30,000,000 DEBT CERTIFICATES, SERIES 2009

To: Board of Commissioners
DuPage Water Commission
Counties of DuPage, Cook and Will, Illinois

GREETINGS:

We are pleased to advise you as follows:

A. SALE

Please be advised that the Board of Commissioners (the "Board") of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois (the "Commission"), on the 10th day of December 2009, adopted a certificate ordinance entitled:

AN ORDINANCE of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, authorizing and providing for the issuance of not to exceed \$30,000,000 Debt Certificates, Series 2009, evidencing interests in an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for the Commission, and providing for the security for and means of payment under the Agreement and the Certificates.

(the "Certificate Ordinance"), which authorizes the issuance of two series of Debt Certificates, entitled the Debt Certificate, Series 2009 (the "Tax-exempt Certificate") and the Taxable Debt Certificate, Series 2009 (the "Taxable Certificate"). **This Order pertains only to the Tax-exempt Certificate.** Terms used but not defined herein shall have the same meanings as terms defined in the Certificate Ordinance. Responsive to authority contained in the Certificate Ordinance, the undersigned Chairman and General Manager of the Commission, acting as the Designated Officials, have sold the Tax-exempt Certificate in the aggregate principal amount of

\$ _____ to the Purchaser thereof, namely, _____, pursuant to a purchase agreement by and between the Commission and the Purchaser and dated December __, 2009 (the "Purchase Agreement"), at a price of \$ _____ (representing par net of a closing fee of \$ _____) plus accrued interest. The Purchaser is (a) a bank or other financial institution with a place of business in the State of Illinois and (b) able to take up the Tax-exempt Certificate in a private placement and represents that (i) it will be the first buyer of the Tax-exempt Certificate and will hold same with no present intention to resell, and (ii) it is a sophisticated investor in securities such as the Tax-exempt Certificate and is able to make an informed investment decision regarding same.

B. FURTHER FINDINGS

The following further conditions have also been met: (a) The Tax-exempt Certificate has been sold in an amount not in excess of the maximum authorized amount of \$ _____ (such maximum being \$30,000,000 for the Tax-exempt Certificate and Taxable Certificate, collectively). (b) The interest rate on the Tax-exempt Certificate does not exceed the maximum rate of 2.00% per annum. (c) The dated date of the Tax-exempt Certificate is _____, 2009, and the due date is _____, 2010, being not later than one year later. (d) Interest on the Tax-exempt Certificate shall be payable [monthly, quarterly, semiannually commencing _____, 2010,] and at maturity. (e) The purchase price of the Tax-exempt Certificate to the Purchaser is not less than 100% of par. (f) The closing fee to the Purchaser does not exceed ___% of par. (g) The terms of the Tax-exempt Certificate are fair and reasonable in light of current conditions in the market for obligations such as the Tax-exempt Certificate.

C. NO CONFLICTS

Neither we nor any person advising us in the sale of the Tax-exempt Certificate is in any manner financially interested either directly, in his or her own name, or indirectly in the name of

any other person, association, trust or corporation in said contract with the Purchaser for the purchase of the Tax-exempt Certificate.

D. BANK QUALIFIED

The Tax-exempt Certificate is hereby designated as a qualified tax-exempt obligation pursuant to Section 265(b)(3) of the Code.

E. DEPOSITS INTO FUNDS

At the time of execution of this Order, the proceeds of the Tax-exempt Certificate are expected to be used substantially as follows:

	Derived as follows:	(\$)
(1)	Par Amount	
(2)	Purchaser's Closing Fee (-)	
(3)	Purchase Price (=)	
(4)	Accrued Interest (+)	_____
(5)	Total Received by Commission (=)	=====
	Allocated or spent as follows:	(\$)
(a)	Costs of Issuance to be paid directly or to Expense Fund (+)	
(b)	Accrued Interest to Certificate Fund (+)	
(c)	Deposit to Purchase Program Fund (+)	
(d)	Total (=)	=====

F. RECORDS

Finally, please be advised that this Order shall be entered into the records of the Commission and made available to all members of the Board at a public meeting thereof held after the date hereof.

Respectfully submitted as of this ____ day of December 2009.

Chairman

General Manager

ATTEST:

Clerk

[SEAL]

ACKNOWLEDGMENT OF FILING

Filed in the office of the Clerk of the DuPage Water Commission, Counties of DuPage,
Cook and Will, Illinois, this ___ day of December 2009.

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

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

AVAILABILITY OF ORDER

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

I do further certify that I shall make available to all members of the Board at the regular meeting of the Board to be held on the ____ day of _____ 20__, an Order for \$_____ \$30,000,000 Debt Certificates, Series 2009, a true, correct and complete copy of which is attached hereto.

IN WITNESS WHEREOF I hereunto affix my official signature, this ____ day of _____ 20__.

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

FINANCIAL ADVISOR'S CERTIFICATE RE: CERTIFICATE SALE

To: Chairman and General Manager
DuPage Water Commission
Counties of DuPage, Cook and Will, Illinois

Speer Financial, Inc., Chicago, Illinois (collectively, "*We*" or the "*Financial Advisor*"),
by its duly authorized officer, does hereby certify as follows:

1. We have acted as financial advisor to the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois (the "*Commission*"), in connection with the sale and issuance by the Commission of two series of Debt Certificates, entitled the Debt Certificate, Series 2009 (the "*Tax-exempt Certificate*") and the Taxable Debt Certificate, Series 2009 (the "*Taxable Certificate*"). **This Certificate pertains only to the Tax-exempt Certificate.** The Tax-exempt Certificate has been sold in a negotiated arms-length sale to _____. We advised the Commission as to the terms of sale. The Tax-exempt Certificate is to be purchased for a price of \$ _____ (representing par net of closing fee of \$ _____) plus accrued interest. The Tax-exempt Certificate is to be issued under and pursuant to that certain Certificate Ordinance pertaining to same, adopted December 10, 2009 by the Board of Commissioners of the Commission (the "*Certificate Ordinance*").

2. The Tax-exempt Certificate has been sold at a price such that the net interest rate, including the closing fee, calculated in accordance with customary market practice, to the Commission of the proceeds of the Tax-exempt Certificate does not exceed ____%.

3. The following further conditions have also been met: (a) The Tax-exempt Certificate has been sold in an amount not in excess of the maximum authorized amount of \$ _____ (such maximum being \$30,000,000 for the Tax-exempt Certificate and Taxable Certificate, collectively). (b) The interest rate on the Tax-exempt Certificate does not exceed the maximum rate of 2.00% per annum. (c) The dated date of the Tax-

exempt Certificate is _____, 2009, and the due date is _____, 2010, being not later than one year later. (d) Interest on the Tax-exempt Certificate shall be payable [monthly, quarterly, semiannually commencing _____, 2010,] and at maturity. (e) The purchase price of the Tax-exempt Certificate to the Purchaser is not less than 100% of par. (f) The closing fee to the Purchaser does not exceed ___% of par. (g) The terms of the Tax-exempt Certificate are fair and reasonable in light of current conditions in the market for obligations such as the Tax-exempt Certificate.

IN WITNESS WHEREOF the Financial Advisor hereunto affixes its corporate name by its duly authorized officer's signature this ____ day of December 2009.

SPEER FINANCIAL, INC.
Chicago, Illinois

By: _____
Its: _____
and Authorized Officer

EXHIBIT A

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

ORDER
IN CONNECTION WITH THE ISSUANCE OF

\$30,000,000 DEBT CERTIFICATES, SERIES 2009

To: Board of Commissioners
DuPage Water Commission
Counties of DuPage, Cook and Will, Illinois

GREETINGS:

We are pleased to advise you as follows:

A. SALE

Please be advised that the Board of Commissioners (the "Board") of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois (the "Commission"), on the 10th day of December 2009, adopted a certificate ordinance entitled:

AN ORDINANCE of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, authorizing and providing for the issuance of not to exceed \$30,000,000 Debt Certificates, Series 2009, evidencing interests in an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for the Commission, and providing for the security for and means of payment under the Agreement and the Certificates.

(the "Certificate Ordinance"), which authorizes the issuance of two series of Debt Certificates, entitled the Debt Certificate, Series 2009 (the "Tax-exempt Certificate") and the Taxable Debt Certificate, Series 2009 (the "Taxable Certificate"). **This Order pertains only to the Taxable Certificate.** Terms used but not defined herein shall have the same meanings as terms defined in the Certificate Ordinance. Responsive to authority contained in the Certificate Ordinance, the undersigned Chairman and General Manager of the Commission, acting as the Designated Officials, have sold the Taxable Certificate in the aggregate principal amount of \$ _____ to

the Purchaser thereof, namely, _____, pursuant to a purchase agreement by and between the Commission and the Purchaser and dated December __, 2009 (the "*Purchase Agreement*"), at a price of \$_____ (representing par net of a closing fee of \$_____) plus accrued interest. The Purchaser is (a) a bank or other financial institution with a place of business in the State of Illinois and (b) able to take up the Taxable Certificate in a private placement and represents that (i) it will be the first buyer of the Taxable Certificate and will hold same with no present intention to resell, and (ii) it is a sophisticated investor in securities such as the Taxable Certificate and is able to make an informed investment decision regarding same.

B. FURTHER FINDINGS

The following further conditions have also been met: (a) The Taxable Certificate has been sold in an amount not in excess of the maximum authorized amount of \$_____ (such maximum being \$30,000,000 for the Tax-exempt Certificate and Taxable Certificate, collectively). (b) The interest rate on the Taxable Certificate does not exceed the maximum rate of 2.00% per annum. (c) The dated date of the Taxable Certificate is _____, 2009, and the due date is _____, 2010, being not later than one year later. (d) Interest on the Taxable Certificate shall be payable [monthly, quarterly, semiannually commencing _____, 2010,] and at maturity. (e) The purchase price of the Taxable Certificate to the Purchaser is not less than 100% of par. (f) The closing fee to the Purchaser does not exceed ___% of par. (g) The terms of the Taxable Certificate are fair and reasonable in light of current conditions in the market for obligations such as the Taxable Certificate.

C. NO CONFLICTS

Neither we nor any person advising us in the sale of the Taxable Certificate is in any manner financially interested either directly, in his or her own name, or indirectly in the name of

any other person, association, trust or corporation in said contract with the Purchaser for the purchase of the Taxable Certificate.

D. BANK QUALIFIED

The Taxable Certificate is not tax-exempt or bank-qualified.

E. DEPOSITS INTO FUNDS

At the time of execution of this Order, the proceeds of the Taxable Certificate are expected to be used substantially as follows:

	Derived as follows:	(\$)
(1)	Par Amount	
(2)	Purchaser's Closing Fee (-)	
(3)	Purchase Price (=)	
(4)	Accrued Interest (+)	_____
(5)	Total Received by Commission (=)	=====
	Allocated or spent as follows:	(\$)
(a)	Costs of Issuance to be paid directly or to Expense Fund (+)	
(b)	Accrued Interest to Certificate Fund (+)	
(c)	Deposit to Purchase Program Fund (+)	
(d)	Total (=)	=====

F. RECORDS

Finally, please be advised that this Order shall be entered into the records of the Commission and made available to all members of the Board at a public meeting thereof held after the date hereof.

Respectfully submitted as of this ____ day of December 2009.

Chairman

General Manager

ATTEST:

Clerk

[SEAL]

ACKNOWLEDGMENT OF FILING

Filed in the office of the Clerk of the DuPage Water Commission, Counties of DuPage,
Cook and Will, Illinois, this ____ day of December 2009.

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

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

AVAILABILITY OF ORDER

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

I do further certify that I shall make available to all members of the Board at the regular meeting of the Board to be held on the ____ day of _____ 20__, an Order for \$_____ \$30,000,000 Debt Certificates, Series 2009, a true, correct and complete copy of which is attached hereto.

IN WITNESS WHEREOF I hereunto affix my official signature, this ____ day of _____ 20__.

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

FINANCIAL ADVISOR'S CERTIFICATE RE: CERTIFICATE SALE

To: Chairman and General Manager
DuPage Water Commission
Counties of DuPage, Cook and Will, Illinois

Speer Financial, Inc., Chicago, Illinois (collectively, "*We*" or the "*Financial Advisor*"),
by its duly authorized officer, does hereby certify as follows:

1. We have acted as financial advisor to the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois (the "*Commission*"), in connection with the sale and issuance by the Commission of two series of Debt Certificates, entitled the Debt Certificate, Series 2009 (the "*Tax-exempt Certificate*") and the Taxable Debt Certificate, Series 2009 (the "*Taxable Certificate*"). **This Certificate pertains only to the Taxable Certificate.** The Taxable Certificate has been sold in a negotiated arms-length sale to _____ . We advised the Commission as to the terms of sale. The Taxable Certificate is to be purchased for a price of \$ _____ (representing par net of closing fee of \$ _____) plus accrued interest. The Taxable Certificate is to be issued under and pursuant to that certain Certificate Ordinance pertaining to same, adopted December 10, 2009 by the Board of Commissioners of the Commission (the "*Certificate Ordinance*").

2. The Taxable Certificate has been sold at a price such that the net interest rate, including the closing fee, calculated in accordance with customary market practice, to the Commission of the proceeds of the Taxable Certificate does not exceed ____%.

3. The following further conditions have also been met: (a) The Taxable Certificate has been sold in an amount not in excess of the maximum authorized amount of \$ _____ (such maximum being \$30,000,000 for the Tax-exempt Certificate and Taxable Certificate, collectively). (b) The interest rate on the Taxable Certificate

does not exceed the maximum rate of 2.00% per annum. (c) The dated date of the Taxable Certificate is _____, 2009, and the due date is _____, 2010, being not later than one year later. (d) Interest on the Taxable Certificate shall be payable [monthly, quarterly, semiannually commencing _____, 2010,] and at maturity. (e) The purchase price of the Taxable Certificate to the Purchaser is not less than 100% of par. (f) The closing fee to the Purchaser does not exceed ___% of par. (g) The terms of the Taxable Certificate are fair and reasonable in light of current conditions in the market for obligations such as the Taxable Certificate.

IN WITNESS WHEREOF the Financial Advisor hereunto affixes its corporate name by its duly authorized officer's signature this ____ day of December 2009.

SPEER FINANCIAL, INC.
Chicago, Illinois

By: _____
Its: _____
and Authorized Officer

Ordinance No. O-14-09

EXHIBIT B

OFFER TO PURCHASE NOT TO EXCEED \$30,000,000 DuPAGE WATER
COMMISSION DEBT CERTIFICATES, SERIES 2009, EVIDENCING INTERESTS IN
AN INSTALLMENT PURCHASE AGREEMENT

December 10, 2009

DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126

Ladies and Gentlemen:

The undersigned, West Suburban Bank ("WSB"), offers to purchase from the DuPage Water Commission (the "Commission") not to exceed \$30,000,000 Debt Certificates, Series 2009, upon the terms set forth below, which, upon the Commission's acceptance of this offer, shall be binding upon the Commission and upon WSB in accordance with its terms.

This offer is made subject to the Commission's execution of this Purchase Contract and its delivery to WSB on or before 3:30 p.m., Chicago time, December 11, 2009. If this offer is not accepted by the time stated above, it shall remain open until withdrawn by WSB, upon notice to the Commission, at any time prior to its acceptance in the manner provided for in this paragraph.

1. The not to exceed \$30,000,000 Debt Certificates, Series 2009 (the "Certificates"), shall be issued in either one or two series, as may be determined by the Commission, shall be designated either Debt Certificate, Series 2009 (the "Tax-exempt Certificate") or Taxable Debt Certificate, Series 2009 (the "Taxable Certificate").

2. The Certificates shall be dated as of a date not earlier than December 1, 2009, and not later than their initial date of issuance (the "Dated Date").

3. The Certificates shall be in fully registered form and may, at the option of WSB, be in Book Entry Form.

4. One Certificate only for each series shall be issued in the amount specified by the Commission for such series.

5. The Certificates shall become due and payable on a single date for each series not later than one year from the Dated Date, and shall bear interest at the following rates percent per annum:

For the Tax-exempt Certificate - 0.5%; and for the Taxable Certificate - 1.25%.

6. Each Certificate shall bear interest from the later of its Dated Date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Certificate is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semiannually commencing on that date which is six months from the Dated Date and at maturity.

7. The Certificates of each series are subject to optional redemption and prepayment as a whole but not in part at a price of 100% of the principal amount thereof plus accrued interest to the redemption and prepayment date.

8. The Certificates shall be subject to such other terms and conditions as may be described in Commission Ordinance No. O-14-09, a draft in final form of which was previously provided to WSB.

9. The Certificates shall be sold and delivered to WSB at a purchase price of 100% of the original principal amount thereof, plus accrued interest (if any), and WSB shall purchase the Certificates in a private placement with no closing fee, representing, generally in form and substance satisfactory to WSB and to Chapman and Cutler LLP, Chicago, Illinois, bond counsel to the Commission ("Bond Counsel") that (i) it will be the first buyer of such series and will hold same with no present intention to resell and (ii) that it is a sophisticated investor in securities such as the Certificates and is able to make an informed investment decision regarding same.

10. At 10:00 a.m., Chicago time, on December ~~XX~~, 2009, or at such other time or on such earlier business day as shall have been mutually agreed upon by the Commission and WSB, the Commission shall deliver the Certificates to WSB, and WSB shall accept such delivery and pay the full purchase price of the Certificates as set forth in Paragraph 9 hereof, by a Federal Reserve wire payable to the Commission (being same day funds) at the offices of the Commission or as otherwise mutually agreed. This payment and delivery is herein called the "Closing."

11. At the time of the Closing, a validity and tax-exempt (if applicable) approving opinion of Bond Counsel shall be provided to WSB.

12. Any notice or other communication to be given to the Commission under this Purchase Contract may be given by delivering the same in writing at the Commission's address set forth above, attention: General Manager, and any notice or other communication to be given to WSB under this Purchase Contract may be given by delivering the same in writing to West Suburban Bank, 711 S. Meyers Road, Lombard, Illinois 60148, Attention: Keith W. Acker, President.

13. This Purchase Contract when accepted by the Commission in writing shall constitute the entire agreement between the Commission and WSB, shall supersede any prior agreement between the Commission and WSB and shall be governed by the internal laws, but not the conflict of law rules, of the State of Illinois. This Purchase Contract shall not be assignable by the Commission.

WEST SUBURBAN BANK

By: _____

Title: _____

DuPage Water Commission
Offer to Purchase Debt Certificates
December 10, 2009
Page 3 of 3

Accepted:

DuPAGE WATER COMMISSION

By: _____
S. Louis Rathje
Chairman of the Board

By: _____
Robert L. Martin
General Manager

Receipt is hereby acknowledged of a copy of this Purchase Contract executed on behalf of the DuPage Water Commission prior to 3:30 P.M. Chicago time, December 11, 2009.

WEST SUBURBAN BANK

By: _____

Title: _____



NUGENT CONSULTING GROUP
INSURANCE AND RISK MANAGEMENT CONSULTING

November 30, 2009

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

Re: Workers Compensation Proposal Analysis

Dear Bob:

Attached is a copy of the Gallagher proposal for the December 15 workers compensation renewal with the Illinois Public Risk Fund.

The IPRF premium will increase to \$115,154 from \$105,428 (9%). This increase is due to payroll increase of 9%. See page 24 of the Gallagher proposal for a payroll comparison. Note that \$6,000 of your premium is set aside for use in the IPRF Grant program. The Grant deadline is March 15, 2010. More information on the Grant program will follow directly from Gallagher.

The employer's liability limit will remain at \$2,500,000. I recommend the Commission approve the workers compensation renewal.

Please contact me with any questions.

Sincerely,

Mike Nugent

Michael D. Nugent

DuPage Water Commission

**600 East Butterfield Road
Elmhurst, IL 60126**

Proposal of Insurance

Presented: November 18, 2009

Workers' Compensation

Effective: December 15, 2009 to December 15, 2010



Arthur J. Gallagher Risk Management Services, Inc.

**Rich Stokluska, ARM
Area Senior Vice President
Public & Non-Profit Division
The Gallagher Centre
Two Pierce Place
Itasca, IL 60143
rich_stokluska@ajg.com
www.ajg.com**

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Executive Summary

The entire staff at Arthur J. Gallagher Risk Management Services, Inc. would like to thank the DuPage Water Commission for the opportunity to present our background, experience, and qualifications as they pertain to the Commission's insurance and risk management needs.

The DuPage Water Commission will directly benefit from utilizing our collective knowledge and experience of serving as broker to many Public and Governmental Entities. Nationally, we provide services to over 5,000 schools, municipalities, and counties encompassing over 500,000 employees and \$30,000,000,000 in property values. The Arthur J. Gallagher Risk Management Services, Inc. division of Arthur J. Gallagher & Co. is solely focused on this segment of the market and our expending client list, market relationships, and personnel reflect that commitment.

We are confident that our proposal will demonstrate our ability to service the risk management needs and confirm our commitment to the Village of South Barrington based on:

- Our office's strong national presence, which includes clients from New Hampshire to Idaho.
- Our expertise in governmental entities.

Our company has the expertise and breadth of services to meet all of your risk management needs. We have an experienced team that will work as an extension of your risk management department and will be committed to ensure your program's success.

We again thank you for this opportunity and look forward to be of service to you.



Arthur J. Gallagher Risk Management Services, Inc.

Service Team

Fax Number: (630) 285-4062
Office Hours: 9:00 a.m. to 5:00 p.m.
Monday – Friday

The Gallagher Centre
Two Pierce Place
Itasca, IL 60143

A service team approach will be implemented for DuPage Water Commission to provide a senior level availability for all of your services and risk management needs as well as daily service requirements.

Service Team

Corporate Resources

Steve Ring
Director

(630) 285-3920
steve_ring@ajg.com

Dorothy Gjerdrum
Risk Management Specialist

(952) 918-3951
dorothy_gjerdrum@ajg.com

Rich Stokluska
Area Senior Vice President

(630) 285-4012
rich_stokluska@ajg.com

Dave Ballantyne
Senior Risk Management
Representative

(630) 694-5068
dave_ballantyne@ajg.com

Cindy LaMantia
Area President

(630) 285-4375
cindy_lamantia@ajg.com

Claims/Loss Control

Wayne Onyx
Loss Control Consultant

(630) 285-4162
wayne_onyx@ajg.com

Jim Krueger
Claims Advocate

(847) 620-2133
jim_krueger@ajg.com



Arthur J. Gallagher Risk Management Services, Inc.

The Gallagher Team Approach

Delivering the services required can only be accomplished through the focus of a team of quality people. We realize that no one individual can adequately handle an account, or know all there is to know about your organization.

To achieve the level of service you expect, your team at Arthur J. Gallagher Risk Management Services, Inc. will be led by your primary Account Executive. As team leader, it will be my responsibility to make sure that your service needs and interests are recognized, understood, and provided for by the designated service team.

The following is the integrated service team of Gallagher professionals:

Primary Account Executive – Rich Stokluska, Area Senior Vice President, overall account responsibilities including coverage issues, questions, problems, etc. – primary contact

Branch Management – Cynthia LaMantia, Area President, oversees the management of Arthur J. Gallagher Risk Management Services, Inc. Public and Non-Profit Division.

Account Manager – Dave Ballantyne, Senior Risk Management Representative, overall account responsibilities including coverage issues, questions, problems, etc. – secondary contact



Arthur J. Gallagher Risk Management Services, Inc.

The Gallagher Team Approach

For more information on Gallagher's compensation arrangements, please visit www.ajg.com/compensation.

Account Service

At Arthur J. Gallagher & Co., we strive for long-term relationships. Insurance relationships begin with solid, cost-effective insurance programs, but endure because of excellent service. We will address the day-to-day needs of your organization in a timely manner, and by being proactive regarding your insurance program throughout each insurance term and market cycle. In these ways, we can address your changing insurance needs.

Renewals

At each renewal, we will meet with you to establish a renewal game plan, determining how many markets should be approached, how pricing is in the insurance marketplace, and what specific needs must be addressed. We will then approach markets we feel will present the best alternatives, and present each alternative at renewal as an option, even if we still feel the incumbent program is strongest. We will demonstrate how we have created competition within the marketplace to ensure that you receive the best renewal terms.

We make ourselves accountable by working with you to develop a written service schedule that meets your needs. You can track our service by referring to our written service commitment. Service becomes especially important as you continue to change and prosper.

As a top national broker, we have access to over 150 insurance companies and wholesalers. This maximizes your insurance options in any given policy year situation. In addition, the relationships we have cultivated with our markets are excellent. Our integrity and influence in the marketplace gives us an edge over other brokers. These factors are especially important to consider as the insurance needs of your organization become more complex, requiring more sophisticated solutions.

During the policy year, Arthur J. Gallagher & Co. will strive to provide the following service standards:

Premium Allocations

We will provide premium breakdown by department and/or location schedule.

Phone Calls

Phone calls will be returned within one working day of receipt.

Certificates of Insurance

Certificates of Insurance will be issued within one working day of receipt.

Quarterly Account Review

Quarterly account reviews will include review of claims, exposures, audits, and service.

Claims

Claims will be reported to the company or claims administrator within one working day of receipt, and immediate acknowledgement of receipt will be sent to you. We will follow up with the carrier within ten working days after receipt of a claim. All claims exceeding incurred reserves of \$10,000 will be discussed in detail at the quarterly account review. Monthly claim reports will be provided if requested.

Loss Control

We will coordinate all loss control activities between you and the carrier. We recommend that service be provided on a quarterly basis. We will also arrange loss control seminars on topics chosen by you upon request.



Arthur J. Gallagher Risk Management Services, Inc.

Scope of Responsibilities

Arthur J. Gallagher Risk Management Services, Inc. is responsible for only the coverages and services outlined in this Arthur J. Gallagher Risk Management Services, Inc. proposal.

Co-Broker Arrangement applies:

- Yes
 No

Arthur J. Gallagher Risk Management Services, Inc. is responsible for the placement of the following lines of coverage:

- Workers' Compensation

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Arthur J. Gallagher Risk Management Services, Inc. (AJGRMS). If you need help placing other lines of coverage or covering other types of exposure, please contact your AJGRMS representative.



Arthur J. Gallagher Risk Management Services, Inc.

Market Review

Obtaining a comprehensive and competitively priced program of insurance in the marketplace requires more than access to the market. Past experience and credibility with markets are the foundation of a successful campaign for your company. Accurate and detailed specifications are essential in all of Arthur J. Gallagher Risk Management Services, Inc. communications to each insurance company contacted.

Insurance Carrier	Coverages	Carrier Position Quoted Declined & Reason Indication Verbal Quote
Illinois Public Risk Fund	Workers' Compensation	Quoted



Arthur J. Gallagher Risk Management Services, Inc.

Carrier Ratings and Admitted Status Rating Levels and Categories

Gallagher companies use A.M. Best & Co.'s rating services to evaluate the financial condition of insurers whose policies we propose to deliver. Arthur J. Gallagher & Co. makes no representation and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Copies of the Best's Insurance Reports on the insurance companies are available upon your request.

Carrier that Quoted	A.M. Best's Rating	Admitted/ Non-Admitted
Illinois Public Risk Fund	Not rated ⁽¹⁾	Admitted

If the above indicated coverage is placed with a Non-Admitted Carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state.

The A.M. Best Rating was verified on the date the proposal document was created.

Level	Category	Level	Category	Level	Category
A++, A+	Superior	B, B-	Fair	D	Poor
A, A-	Excellent	C++, C+	Marginal	E	Under Regulatory Supervision
B++, B+	Very Good	C, C-	Weak	F	In Liquidation
				S	Rating Suspended

Financial Size Categories					
FSC I		Up to 1,000	FSC IX	250,000	to 500,000
FSC II	1,000	to 2,000	FSC X	500,000	to 750,000
FSC III	2,000	to 5,000	FSC XI	750,000	to 1,000,000
FSC IV	5,000	to 10,000	FSC XII	1,000,000	to 1,250,000
FSC V	10,000	to 25,000	FSC XIII	1,250,000	to 1,500,000
FSC VI	25,000	to 50,000	FSC XIV	1,500,000	to 2,000,000
FSC VII	50,000	to 100,000	FSC XV	2,000,000	or more
FSC VIII	100,000	to 250,000			

(In \$000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

⁽¹⁾ The Illinois Public Risk Fund is a self-funded program established in 1985 solely for the purpose of providing Workers' Compensation coverage to public entities in Illinois. Reinsurance is provided by Safety National Casualty Corporation, which is rated A VIII by A.M. Best's.



Arthur J. Gallagher Risk Management Services, Inc.

Coverage Highlights



Arthur J. Gallagher Risk Management Services, Inc.

Coverage Highlights/Summary of Terms & Conditions of Recommended Carrier Quotations

Illinois Public Risk Fund

Coverage: Workers' Compensation
Carrier: Illinois Public Risk Fund
Form #: Specimen upon request
Effective: December 15, 2009 to December 15, 2010

Coverage	Limit	Premium
Specific Limit	Statutory	\$115,154
Bodily Injury by Accident	\$2,500,000	Included
Bodily Injury by Disease	\$2,500,000 Policy Holder	Included
Bodily Injury by Disease	\$2,500,000 Each Employee	Included

* Premium includes 3% Administrative Fee.

The following is a general summary of the Insuring Agreement. Actual policy form should be sought for complete terms and conditions.

Auditable Exposures and Audit Frequency, if applicable:

- Auditable policy form

Estimated Remuneration:

- \$2,819,581

Covered States:

- Illinois

Coverages include, but are not limited to:

- N/A

Exclusions include, but are not limited to:

- Standard Exclusions apply

Endorsements include, but are not limited to:

- N/A

Premium Terms:

- Minimum Premium: 100%
- Minimum Earned, Annual and Minimum Deposit: 100%

Conditions of the Quote, Coverages, or Binding:

- N/A

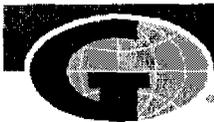


Arthur J. Gallagher Risk Management Services, Inc.

Coverages for Consideration

- Coverages are highlighted here to review available coverages which you should consider. These coverages are included in the coverage section of this proposal only if quoted and highlighted as covered.
- A proposal for any of the coverages can be provided.
- The recommendations and considerations summarized in this section are not intended to identify all exposures.
- If Gallagher does not handle your complete insurance program, these recommendations only reflect items within our scope of responsibility.

* The current TRIA/TRIPPA program may not cover all terrorism losses. While the most recent legislation eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the TRIEA legislation passed in 2005 remain excluded, including Commercial Automobile, Burglary and Theft insurance, Surety insurance, Farmowners' Multiple Perils and Professional Liability (although Directors' and Officers' Liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations.



Arthur J. Gallagher Risk Management Services, Inc.

Premiums/Fees Comparison: Expiring to Recommended Carriers

IPRF

December 15, 2009 through December 15, 2010

Class Code	Classification	Estimated Payroll	Rate Per \$100 Payroll	Premium
7520	Waterworks	\$2,104,715	5.230	\$110,077
8810	Clerical Employees	\$714,866	0.241	\$1,723
Subtotal				\$111,800
Add: 3% of Standard Premium (IPRF Administrative Fee)				3,354
Total Estimated Annual Premium				\$115,154

December 15, 2008 through December 15, 2009

Class Code	Classification	Estimated Payroll	Rate Per \$100 Payroll	Premium
7520	Waterworks	\$1,891,487	5.224	\$98,811
8810	Clerical Employees	\$700,259	0.228	\$1,597
Subtotal				\$100,408
Add: 5% of Standard Premium (IPRF Administrative Fee)				5,020
Total Estimated Annual Premium				\$105,428



Arthur J. Gallagher Risk Management Services, Inc.

Carrier Payment Plan

Premiums for the policies are due and payable as billed, in full or as insurance company installments.

Carrier	Payment Schedule
Illinois Public Risk Fund	20% deposit, 10 monthly installments



Arthur J. Gallagher Risk Management Services, Inc.

Bindable Quotations and Compensation Disclosure Schedule

For the coverage options you choose to have us bind, premiums are due and payable as billed, in full or as insurance company installments. Premiums may be financed, subject to acceptance by an approved finance company. Note: Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required.

Carrier Name and Coverage	Est Annual Premium	Fee Income if applicable	Comm %	Wholesaler/MGA or Intermediary			
				Name	Broker % (Insert if applicable)	AG Owned Yes/No	
Workers' Compensation							
Illinois Public Risk Fund	\$115,154	\$0	7%	Boyle, Flagg, and Seaman	3%	No	
Surplus Lines Taxes/Fees							
Non-Admitted Carriers				State	Tax %	Estimated Tax Dollars	Fees
N/A							

Please note: The asterisks below are only applicable if triggered in the Bindable Quotations and Compensation Disclosure Schedule.

Some carriers pay Gallagher supplemental or contingent commissions in addition to the policy commission. Contingent commissions are typically contingent upon performance factors such as growth, profit, volume or retention, while supplemental commissions are not. These supplemental or contingent commissions may range from less than 1% up to 10% of the policy premium. Please refer to the Contingent and Supplemental Commission Disclosure or contact your Gallagher representative for additional information.

1. * **If the premium is shown as an indication:** The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
 - ** A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
2. Commission rate is a % of annual premium, excluding fees and taxes.
 - *** Gallagher is receiving commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.
3. We were able to obtain more advantageous terms and conditions for you through an intermediary/wholesaler.
4. **** The non-Gallagher intermediary/wholesaler did not provide their compensation information for this proposal. The usual and customary compensation to a wholesaler/intermediary ranges from 5% to 12%, but we cannot verify that range is applicable in connection with this proposal.



Arthur J. Gallagher Risk Management Services, Inc.

Gallagher Disclosures

Proposal Disclaimer

The proposal is an outline of certain of the terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, or conditions of the actual policy contract language. The insurance policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

We will not be operating in a fiduciary capacity, but only as your broker, obtaining a variety of coverage terms and conditions to protect the risks of your enterprise. We will seek to bind those coverages based upon your authorization, however, we can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact us with questions on these or any other issues of concern.

Actuarial Disclaimer

The information contained in this proposal is based on the historical loss experience and exposures provided to Arthur J. Gallagher Risk Management Services, Inc. This proposal is not an actuarial study. Should you wish to have this proposal reviewed by an independent actuary, we will be pleased to provide you with a listing of actuaries for your use.

Compensation Disclosure

One of the core values highlighted in The Gallagher Way states, "We are an Open Society," and our open society extends to the compensation Gallagher receives. For more information on Gallagher's compensation arrangements, please visit <http://www.ajg.com/compdisclosure>. In general, Gallagher may be compensated as follows:

1. Gallagher Companies are primarily compensated from the usual and customary commissions or fees received from the brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which such commissions and fees may vary from company to company and insurance coverage to insurance coverage. As permitted by law, Gallagher companies occasionally receive both commissions and fees. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher Companies may participate in contingent commission arrangements with insurance companies that provide for additional contingent compensation if underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company.
2. Gallagher Companies may also receive investment income on fiduciary funds temporarily held by them, such as premiums or return premiums.
3. Gallagher Companies may access other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace. Gallagher Companies may own some of these facilities, in whole or in part. If such a facility was utilized in the placement of a client's account, the facility may have earned and retained customary brokerage commission or fees for its work.
4. Gallagher assists its customers in procuring premium finance quotes and unless prohibited by law may earn compensation for this value-added service.

Questions/Concerns

If you have specific questions about the compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third parties, please send an e-mail to Compensation_Complaints@ajg.com or send a letter to:

AVC Compliance Officer
Arthur J. Gallagher & Co.
Two Pierce Place, 20th Floor
Itasca, IL 60143



Arthur J. Gallagher Risk Management Services, Inc.



COMMERCIAL ACCOUNTS

Contingent and Supplemental Commission Disclosure

Effective October 1, 2009, Arthur J. Gallagher & Co., and its subsidiaries operating as insurance agents/brokers under the corporate holding company known as Arthur J. Gallagher Brokerage & Risk Management Services, LLC, resumed participating in "Contingent Income Agreements" which are routinely offered by insurance companies to agents and brokers, after voluntarily foregoing the benefit of this type of compensation since January 1, 2005. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent commission arrangements with insurance companies that provide for additional contingent compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company.

During the time Gallagher's retail operations did not accept contingent commissions, some insurance markets, including Gallagher owned intermediaries, modified their commission schedule with Gallagher, resulting in an increase in some commission rates. The additional commissions, commonly referred to as "supplemental commissions," are known at the effective date of the policy, but some insurance companies are paying the commission increase apart and later from when the commission is normally paid at policy issuance.

Unlike contingent commissions, supplemental commission payments are determined without regard to any performance factors which are contingent on future growth, retention, profitability, etc. The following markets, including Gallagher owned entities, and their affiliated companies may pay Gallagher additional commission:

- CNA Companies
- Chubb Companies
- Crum & Forster
- Fireman's Fund
- Hartford Companies
- Liberty Mutual
- Travelers Companies
- Zurich North America
- Arthur J. Gallagher (UK)/Risk Placement Services (RPS)
- CRC Insurance Services

The contingent and supplemental commission ranges from less than 1% up to 10% of written or earned premium on eligible lines of business, not all lines of business qualify, and supplemental commission is not paid on policies written net of commission (zero commission).

NOTE: Upon request, your Gallagher representative can provide more specific information as it relates to this proposal.

Additional Changes and Developments to Your Program/Business/Operations

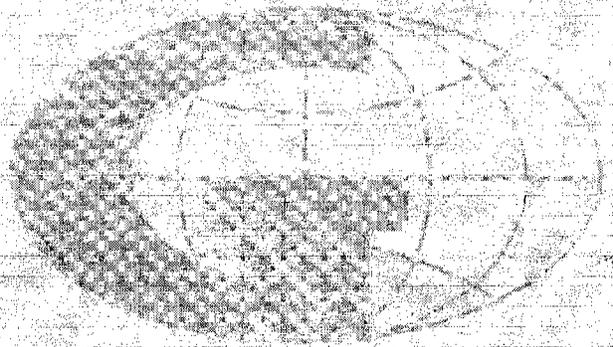
It is important that we be advised of any changes in your operations that may have a bearing on the validity and/or adequacy of your risk management program. The types of changes that concern us include, but are not limited to, those listed below:

1. Any newly assumed contractual liability, granting of indemnities, hold harmless agreements, or waivers of subrogation.
2. Circumstances which may require increased liability insurance limits.
3. Any changes in fire or theft protection, such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to same.
4. Immediate advice of any changes to scheduled equipment such as contractors' equipment, electronic data processing, etc.
5. Property of yours that is in transit, unless we have previously arranged for the insurance.
6. Any changes in existing premises, including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed, or occupied.





Client Signature Requirements

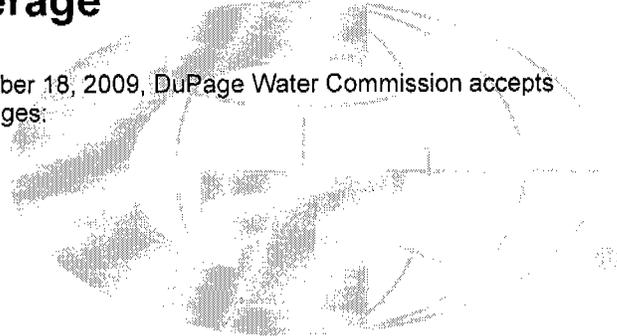


Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated November 18, 2009, DuPage Water Commission accepts your insurance program subject to the following exceptions/changes:

Please bind all policies as checked below:

- Workers' Compensation
- Illinois Public Risk Fund



- Bind TRIA Terrorism coverage as quoted except for the following policies:

- Provide quotations or additional information on the following coverages from the Coverages for Consideration page of this proposal.

- Provide an electronic copy in lieu of paper policy(ies).

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

DuPage Water Commission confirms the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Client Signature
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Dated



Claims Reporting Instructions

For all of your coverages within this proposal, unless otherwise noted:

- Immediately report any incident, claim, or suit to:

For Workers' Compensation claims report to:

Carrier Name:	Illinois Public Risk Fund
By Phone:	(888) 532-6981
By Fax:	(888) 223-1638

- If notice of incident, claim, or suit is received, refer to the policy conditions clause "Duties in the event of."



Supporting Documentation

- Named Insureds
- DuPage Water Commission Service Team
- Service Team Members
- Payroll and Premium Allocations with Comparisons
- Payroll Comparison
- Rate Comparison
- IPRF Grant Information



Named Insureds

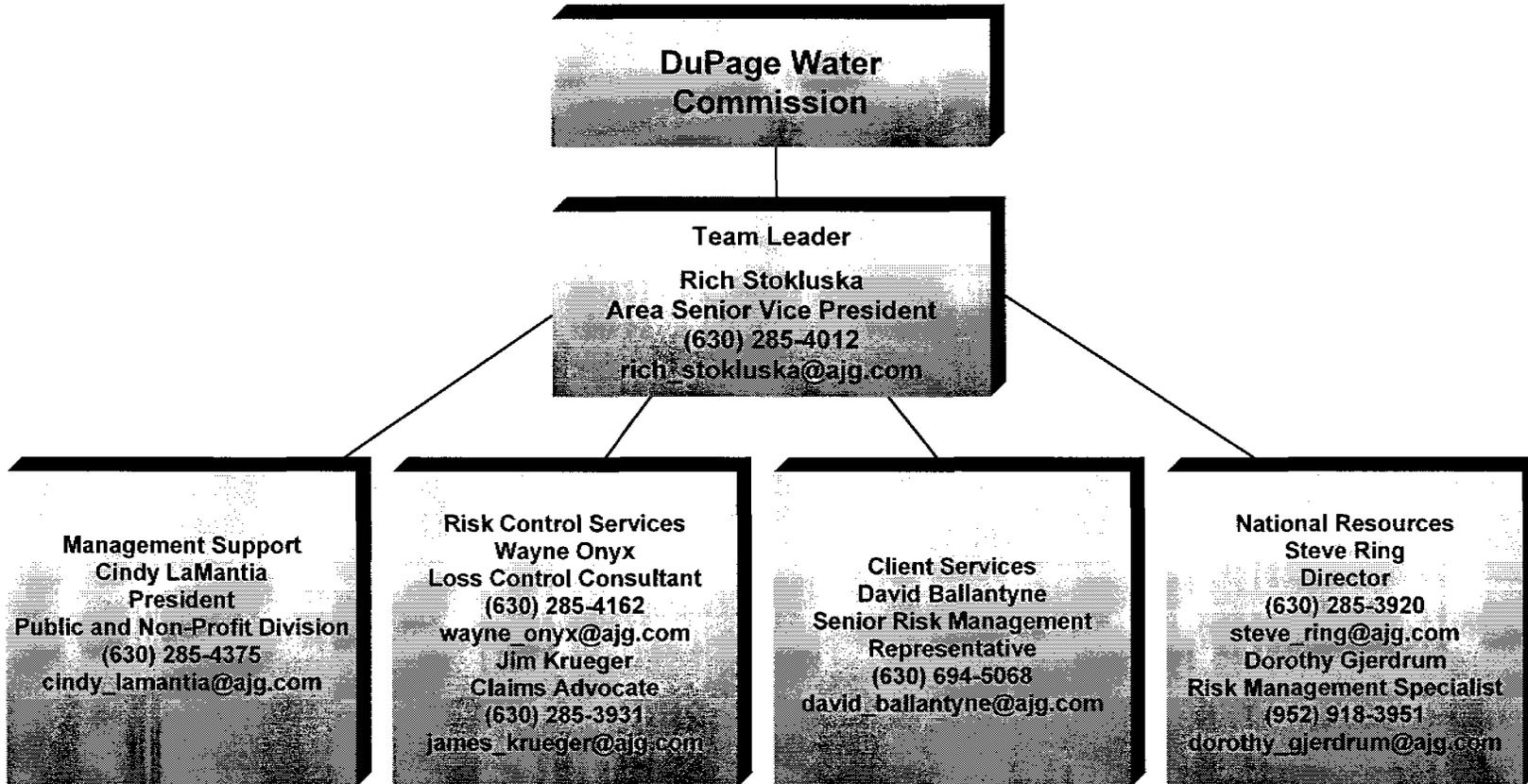
- DuPage Water Commission

Note: Any entity not named in this proposal may not be an insured entity. This may include partnerships and joint ventures.



Arthur J. Gallagher Risk Management Services, Inc.

DuPage Water Commission Service Team



Service Team Members

Individual	Direct Number	Fax Number	E-mail Address	Mailing Address	Responsibilities
Rich Stokluska	(630) 285-4012	(630) 285-4062	rich_stokluska@ajg.com	Arthur J. Gallagher & Co. The Gallagher Centre Two Pierce Place Itasca, IL 60143-3141	Overall account responsibilities including coverage issues, questions, problems, etc. – primary contact
David Ballantyne	(630) 694-5068	(630) 285-4062	david_ballantyne@ajg.com	Arthur J. Gallagher & Co. The Gallagher Centre Two Pierce Place Itasca, IL 60143-3141	Overall account management responsibilities including coverage issues, questions, problems, etc. – secondary contact
Cindy LaMantia	(630) 285-4375	(630) 285-4062	cindy_lamantia@ajg.com	Arthur J. Gallagher & Co. The Gallagher Centre Two Pierce Place Itasca, IL 60143-3141	Management support



Payroll Comparison

Class Code	Description	2008-2009	2009-2010	% Change
8810	Clerical Employees	\$700,259	\$714,866	2%
7520	Waterworks	1,891,487	2,104,715	11%
		\$2,591,746	\$2,819,581	9%



Rate Comparison

IPRF Renewal to Expiring

Class Code	Description	Illinois Public Risk Fund (Expiring)	Illinois Public Risk Fund (Renewal)	% Change
8810	Clerical Employees	0.228	0.241	6%
7520	Waterworks	5.224	5.230	0%



Arthur J. Gallagher Risk Management Services, Inc.

Premium History

Policy Year	Estimated Premium	Audited Premium	Dividend/Grant
11/1/01-12/15/01	\$6,411	\$6,236	No Dividend Paid
12/15/01-12/15/02	\$53,755	\$56,513	No Dividend Paid
12/15/02-12/15/03	\$58,511	\$61,881	No Dividend Paid
12/15/03-12/15/04	\$69,075	\$63,788	No Dividend Paid
12/15/04-12/15/05	\$79,568	\$85,254	\$4,800
12/15/05-12/15/06	\$86,627	\$97,217	\$4,900
12/15/06-12/15/07	\$94,260	\$112,352	\$5,800
12/15/07-12/15/08	\$98,957	\$124,852	\$6,600
12/15/08-12/15/09	\$105,428		\$6,000
12/15/09-12/15/10	\$115,154		



Arthur J. Gallagher Risk Management Services, Inc.

Illinois Public Risk Fund's Grant Program

DuPage Water Commission

The Illinois Public Risk Fund has reserved

\$6,000

for your organization's use in the Grant program.

More information to follow shortly

Grant deadline is March 15, 2010

(Subject to the programs terms and conditions)



DuPage Water Commission

MEMORANDUM

TO: Chairman Rathje and Commissioners

FROM: Robert L. Martin
General Manager

A handwritten signature in black ink, appearing to be "R. Martin", is written over the name "Robert L. Martin" in the "FROM" field.

DATE: December 8, 2009

SUBJECT: Insurance Premiums

At the reconvened Commission meeting of November 18, 2009, there was a question if we could pay our insurance premiums in installments. I contacted our insurance consultant and the Property, Pollution, Underground Storage Tank, Excess Liability and insurance carrier fees must be paid at inception. The Worker's Compensation Insurance is paid monthly and the vehicle and general liability insurance are paid quarterly.

PACKET: 01492 HOLD FOR BOARD APPR- NOV

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-----	DIS
=====						
01-1101		HOLLAND & KNIGHT LLP				
I-2451806		LEGAL SERVICES: OCT 2009	8,267.60			
12/03/2009	IL	DUE: 12/03/2009 DISC: 12/03/2009		1099: Y		
		LEGAL SERVICES: OCT 2009		01 60-6251	LEGAL SERVICES- GENERAL	
=====						
I-2462375		LEGAL SERVICES: NOV 2009	14,285.09			
12/03/2009	IL	DUE: 12/03/2009 DISC: 12/03/2009		1099: Y		
		LEGAL SERVICES: NOV 2009		01 60-6251	LEGAL SERVICES- GENERAL	
		=== VENDOR TOTALS ===	22,552.69			
=====						
01-1706		JENNER & BLOCK LLP				
I-9154670		LEGAL FEES : NOVEMBER 2009	17,700.00			
11/30/2009	IL	DUE: 11/30/2009 DISC: 11/30/2009		1099: N		
		LEGAL FEES : NOVEMBER 2009		01 60-6253	LEGAL SERVICES- SPECIAL	
		=== VENDOR TOTALS ===	17,700.00			
=====						
01-1137		ROSSI CONTRACTORS, INC.				
I-QR8-003A		ELEC CURRENT WORK -FOREST PAR	90,522.08			
12/03/2009	IL	DUE: 12/03/2009 DISC: 12/03/2009		1099: N		
		ELEC CURRENT WORK -FOREST PARK		01 60-6631	PIPELINE REPAIRS	
		=== VENDOR TOTALS ===	90,522.08			
		=== PACKET TOTALS ===	130,774.77			

PACKET: 01492 HOLD FOR BOARD APPR- NOV

VENDOR SET: 01 DUPAGE WATER COMMISSION

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

** T O T A L S **

INVOICE TOTALS 130,774.77
 DEBIT MEMO TOTALS 0.00
 CREDIT MEMO TOTALS 0.00

BATCH TOTALS 130,774.77

** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP I	
					ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	AVI
2009-2010	01	-60-6251	LEGAL SERVICES- GENERAL	22,552.69	90,000	49,646.44		
	01	-60-6253	LEGAL SERVICES- SPECIAL	17,700.00	60,000	42,300.00		
	01	-60-6631	PIPELINE REPAIRS	90,522.08	785,000	624,204.89		
			** 2009-2010 YEAR TOTALS	130,774.77				

12/08/2009 2:57 PM

A/P Regular Open Item Register

PACKET: 01492 HOLD FOR BOARD APPR- NOV
VENDOR SET: 01 DUPAGE WATER COMMISSION
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
01	11/2009	17,700.00
01	12/2009	113,074.77

NO ERRORS

NO WARNINGS

** END OF REPORT **

TOTAL ERRORS: 0 TOTAL WARNINGS: 0



DuPage Water Commission

MEMORANDUM

TO: Commissioner Bennington

FROM: Maureen A. Crowley *MAC*
Staff Attorney

CC: Chairman Rathje and Commissioners

DATE: December 8, 2009

SUBJECT: Water Rate Components

At the December 2, 2009, meeting, you requested a description of the various components that make up the Commission's water rate. The Commission's basic water rate is made up of two components which are the same for both Charter and Subsequent Customers:

- (1) Operation & Maintenance Costs. This charge is designed to recover current costs of operations such as the cost to purchase water from the City of Chicago under the 1984 Water Supply Contract (the "Chicago Contract") and other routine operating expenses. By contract, this component of the Commission's basic water rate is defined as:

"[A]mounts 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."

- (2) Fixed Costs. This charge is designed to recover each Customer's proportionate share of the Commission's debt service on its Revenue Bonds. By contract, this component of the Commission's basic water rate is defined as:

"[A] n 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.”

Subsequent Customers also pay the following costs and charges, and receive the following credit:

- (1) Connection Facilities Costs. This charge is designed to reimburse the Commission for the actual cost incurred by the Commission in connection with the review and processing of plans for, as well as the construction of, the various local facilities required to connect the Subsequent Customer to the Commission’s system and the negotiation or preparation of the Subsequent Customer Contract, including legal, engineering, consulting, and administrative costs and expenses. At one time these costs were financed over the life of the Subsequent Contract but, currently, are reimbursed by the Subsequent Customer on a pay-as-you-go basis.
- (2) Capitol Cost Recovery Charge. As required by PA 93-0226, this charge is designed to recover the Subsequent Customer’s proportionate share of all costs paid by the Commission for property owned by the Commission as of the date the Subsequent Customer first receives service from the Commission, including actual costs of construction, engineering, and capitalized interest on assets in service and under construction but excluding the cost of constructing the initial local facilities that serve the Charter Customers (“Original Capital Costs”)¹, less any rebates (“Rebates”)². Subsequent Customers who joined the Commission prior to PA 93-0226, pay a differential based upon the concept of Missed Fixed Costs: The amount of Fixed Costs (common facilities only) that would have been paid by a Subsequent Customer if the Subsequent Customer had been a Customer as of January, 1989,

¹ Original Capital Costs are not reduced by depreciation and do not include financing costs other than capitalized interest in accordance with Generally Accepted Accounting Principles.

² Rebates include only those rebates formally declared by Commission Resolution on or before the date the Subsequent Customer first receives service from the Commission.

which costs were paid in one lump sum or financed over the life of the Subsequent Contract at an interest rate of 10% per year.

- (3) Charter Customer Facilities Credit. This credit is designed to compensate Subsequent Customers for the portion of Fixed Costs paid by the Subsequent Customer that is attributable to the initial cost of constructing the local facilities that serve the Charter Customers and in lieu of which the Subsequent Customer pays its Connection Facilities Costs.

There are also two complex, contingent charges—Underconsumption and Default Charges—that apply equally to both Charter Customers and Subsequent Customers but have never been assessed. Underconsumption Charges apply only when the Commission is unable to accept delivery of the minimum quantity of water that the Commission is obligated to purchase under the Chicago Contract. Default Charges apply only when a Customer defaults in a payment to the Commission.

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 11/01/2009 THRU 11/30/2009

Items Paid

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1002	ILLINOIS MUNICIPAL RETIREMENT							
	C-200911042382 ILLINOIS MUNICIPAL RETIREMENT	N	11/12/2009	0.03CR		000000		
	I-200911042383 REVERSAL OF IMRF	N	11/12/2009	0.03		000000		
1479	CITY OF NAPERVILLE							
	C-200907172248 REVERSAL-INV INCORRECTLY INPUT	N	11/12/2009	42.12CR		000000		
	I-200907172248 METER STATION MAINTENANCE	N	11/12/2009	42.12		000000		
1627	WILLIAMS BROTHERS CONSTRUCTION							
	I-9 PSD-7/08 PARTIAL PAYMENT #9	R	11/05/2009	1,696,258.56		006036		1,696,258.56
1294	ACCONTEMPS							
	I-30090822 ACCONTEMPS	R	11/12/2009	1,540.80		006037		
	I-30125533 ACCONTEMPS	R	11/12/2009	1,540.80		006037		3,081.60
1663	AECOM							
	I-60092727-06 DUPAGE COUNTY GREENE ROAD	R	11/12/2009	773.03		006038		773.03
1397	AT&T							
	I-630834013910 DPPS PHONE SVC:9-23 TO 10-22	R	11/12/2009	467.44		006039		
	I-630273557410 DPPS PHONE SERVICE:9-17-10-16	R	11/12/2009	886.38		006039		1,353.82
1015	AUTOZONE, INC.							
	I-2568997975 VEHICLE PARTS	R	11/12/2009	37.97		006040		37.97
1525	THE BANK OF NEW YORK MELLON							
	I-252-1423327 ADMIN FEE:09-01-09 TO 08-31-10	R	11/12/2009	5,000.00		006041		5,000.00
1162	BEE CLEAN SPECIALTIES							
	I-914645 MAINTENANCE SUPPLIES	R	11/12/2009	75.00		006042		75.00
1649	BLUE DOT SOLUTIONS							
	C-10015 END CAP IMAGER	R	11/12/2009	315.70CR		006043		
	I-10016 END CAP IMAGER,HANDSTRAP	R	11/12/2009	1,870.55		006043		
	I-10017 3 WAP COL SCREEN PROTEC PACK	R	11/12/2009	24.60		006043		
	I-101 PRODUCTN MIGRATION SUPPORT	R	11/12/2009	9,920.00		006043		11,499.45
1692	BRIDGEPOINT TECHNOLOGIES							
	I-13500 WEBSITE HOSTING: OCT 09	R	11/12/2009	75.00		006044		75.00
1049	CAMP DRESSER & MCKEE INC.							
	I-80325532/48 PIPE LOOP TESTING:4/19 TO 9/05	R	11/12/2009	9,607.55		006045		9,607.55

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 11/01/2009 THRU 11/30/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1134	CITY OF CHICAGO DEPARTMENT OF							
I-200911052392	WATER BILLING:OCT 09	R	11/12/2009	3,876,001.95		006046		3,876,001.95
1640	CLS GROUP, INC.							
I-13811	DOCUMENT MANAGEMENT SYSTEMS	R	11/12/2009	10,332.00		006047		10,332.00
1398	COMCAST							
I-200911032381	INTERNET SVC:10-27 TO 11-26	R	11/12/2009	99.95		006048		99.95
1025	DANKA OFFICE IMAGING							
I-706736741	COPIER USAGE:7-28-09-10-27-09	R	11/12/2009	897.94		006049		897.94
1387	DRUCK INCORPORATED							
I-100727	PNEUMATIC PORTABLE CALIBRATOR	R	11/12/2009	484.25		006050		
I-100728	PORTABLE PNEUMATIC CALIBRATOR	R	11/12/2009	1,890.00		006050		2,374.25
1097	ELMHURST PLAZA STANDARD INC.							
I-11925	GASOLINE	R	11/12/2009	49.16		006051		
I-12454A	GASOLINE	R	11/12/2009	36.93		006051		
I-15484	GASOLINE	R	11/12/2009	33.70		006051		
I-15970	GASOLINE	R	11/12/2009	12.47		006051		
I-16024	GASOLINE	R	11/12/2009	70.69		006051		
I-16239A	GASOLINE	R	11/12/2009	71.00		006051		
I-16696	GASOLINE	R	11/12/2009	42.35		006051		
I-16741	GASOLINE	R	11/12/2009	44.40		006051		
I-17210	GASOLINE	R	11/12/2009	28.51		006051		
I-17234	GASOLINE	R	11/12/2009	32.18		006051		
I-17417	GASOLINE	R	11/12/2009	38.17		006051		
I-17459	GASOLINE	R	11/12/2009	81.00		006051		
I-18972	GASOLINE	R	11/12/2009	37.14		006051		
I-19073	GASOLINE	R	11/12/2009	74.23		006051		
I-19095	GASOLINE	R	11/12/2009	38.10		006051		690.03
1065	FEDEX							
I-9-379-66975	OVERNIGHT MAIL	R	11/12/2009	1,369.82		006052		1,369.82
1055	GRAINGER							
I-9097522974	MAINTENANCE SUPPLIES	R	11/12/2009	40.55		006053		
I-9108430621	MAINTENANCE SUPPLIES	R	11/12/2009	563.40		006053		603.95
1399	GREELEY AND HANSEN							
I-INV-0000296891	LEX PS GENERATION FACILITIES	R	11/12/2009	17,422.68		006054		
I-INV-0000297014	LEX PS PHOTOVOLTAIC CELL	R	11/12/2009	5,573.20		006054		
I-INV-0000297061	LEX PS GENERATION FACILITIES	R	11/12/2009	73,551.97		006054		
I-INV-0000297063	LEX PS GENERATION FACILITIES	R	11/12/2009	2,157.33		006054		
I-INV-0000297066	LEX PS VAR FREQ DRIVES	R	11/12/2009	3,936.26		006054		102,641.44

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 11/01/2009 THRU 11/30/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1068	HACH COMPANY							
I-6459023	HOLSTER	R	11/12/2009	53.25		006055		53.25
1558	HIGHWAY TECHNOLOGIES							
I-359674-001	INSTRUMENTATION INSP OF ROVS	R	11/12/2009	450.00		006056		
I-360209-001	LANE CLOSURE SET UP & TAKE DOWN	R	11/12/2009	900.00		006056		1,350.00
1057	HSQ TECHNOLOGY							
I-03-0370/9796	RTU ASSEMBLY/DRAWINGS	R	11/12/2009	8,800.00		006057		8,800.00
1225	IKON OFFICE SOLUTIONS							
I-5012752781	COPIER USAGE: 9-25-9 TO 10-25-9	R	11/12/2009	911.86		006058		911.86
1675	INDUSTRIAL CORK CO., INC.							
I-0030653-IN	MAINTENANCE SUPPLIES	R	11/12/2009	80.00		006059		80.00
1508	JOHNSON CONTROLS, INC.							
I-00063416701	YLY MAINT RENEWAL: HVAC/CHILLER	R	11/12/2009	2,940.00		006060		2,940.00
1196	KARA COMPANY, INC.							
I-257195	VERIZON DATA LINE GPS DATA	R	11/12/2009	60.70		006061		60.70
1618	LIFT WORKS, INC.							
I-106309	20* CONTAINER RENTAL	R	11/12/2009	75.00		006062		75.00
1054	MCMASTER-CARR SUPPLY COMPANY							
I-40561594	MAINTENANCE SUPPLIES	R	11/12/2009	138.90		006063		138.90
1069	MEL'S ACE HARDWARE							
I-411089/4	MAINTENANCE SUPPLIES	R	11/12/2009	6.03		006064		
I-411111/4	MAINTENANCE SUPPLIES	R	11/12/2009	32.64		006064		
I-411113/4	MAINTENANCE SUPPLIES	R	11/12/2009	7.70		006064		
I-411122/4	METER STN MAINTENANCE	R	11/12/2009	30.40		006064		
I-411154/4	MAINTENANCE SUPPLIES	R	11/12/2009	1.79		006064		
I-411183/4	MAINTENANCE SUPPLIES	R	11/12/2009	4.38		006064		
I-411184/4	MAINTENANCE SUPPLIES	R	11/12/2009	1.42		006064		
I-411203/4	MAINTENANCE SUPPLIES	R	11/12/2009	8.09		006064		
I-411213/4	MAINTENANCE SUPPLIES	R	11/12/2009	16.61		006064		
I-411222/4	MAINTENANCE SUPPLIES	R	11/12/2009	46.31		006064		
I-411248/4	METER STN MAINTENANCE	R	11/12/2009	4.48		006064		
I-411297/4	MAINTENANCE SUPPLIES	R	11/12/2009	11.94		006064		
I-411330/4	MAINTENANCE SUPPLIES	R	11/12/2009	11.11		006064		
I-411344/4	MAINTENANCE SUPPLIES	R	11/12/2009	17.02		006064		199.92

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE:11/01/2009 THRU 11/30/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1051	MENARDS - HILLSIDE							
I-10458	MAINTENANCE SUPPLIES	R	11/12/2009	9.92		006065		
I-10841	MAINTENANCE SUPPLIES	R	11/12/2009	8.97		006065		
I-12277	MAINTENANCE SUPPLIES	R	11/12/2009	8.93		006065		
I-13686	MAINTENANCE SUPPLIES	R	11/12/2009	5.89		006065		33.71
1698	METROPOLITAN PLANNING COUNCIL							
I-60028	TRAINING SEMINAR:TERRY MCGHEE	R	11/12/2009	15.00		006066		15.00
1604	MWH AMERICAS, INC.							
I-1295252	WATER CONSERVATION PROGRAM	R	11/12/2009	2,031.31		006067		2,031.31
1021	NAPERVILLE, CITY OF							
I-200910272373	METER STN ELEC: 63519-46646	R	11/12/2009	36.18		006068		
I-200910272374	METER STN ELEC: 63519-124896	R	11/12/2009	32.52		006068		
I-200910272375	METER STN ELEC:63519-125058	R	11/12/2009	28.30		006068		
I-200911032380	METER STN ELECT:63519-62606	R	11/12/2009	35.51		006068		132.51
1070	NATIONAL CITY BANK							
I-777101	SAFEKEEPING FEE: JUL 09	R	11/12/2009	975.00		006069		
I-812187	SAFEKEEPING FEES: SEPT 09	R	11/12/2009	975.00		006069		1,950.00
1395	OFFICE DEPOT							
I-491986175001	OFFICE SUPPLIES	R	11/12/2009	15.58		006070		
I-492628705001	OFFICE SUPPLIES	R	11/12/2009	38.63		006070		
I-492867848001	OFFICE SUPPLIES	R	11/12/2009	79.18		006070		
I-494014204001	OFFICE SUPPLIES	R	11/12/2009	317.62		006070		451.01
1520	ORKIN							
I-200911052391	YLY PEST CONTROL:10/09-09/10	R	11/12/2009	745.40		006071		745.40
1081	PATRICK ENGINEERING INC.							
I-20934.014-2	MECH EXISTING COND DRAWINGS	R	11/12/2009	4,562.50		006072		4,562.50
1279	PETERS & ASSOCIATES							
I-41149	EXCHANGE UPG & VIRTUALIZATION	R	11/12/2009	4,575.00		006073		4,575.00
1267	PRIMUS ELECTRONICS CORPORATION							
I-442230	CABLE FOR MASTER RADIOS	R	11/12/2009	110.71		006074		110.71
1664	PROGRAM ONE PROFESSIONAL BUILD							
I-6981	WINDOW CLEANING:10/20/09	R	11/12/2009	150.00		006075		150.00

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 11/01/2009 THRU 11/30/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1059	RED WING SHOE STORE							
I-450000003320	SAFETY WEAR:JUAN VAZQUEZ	R	11/12/2009	1,295.25		006076		
I-450000003321	SAFETY WEAR:JOE PETERS	R	11/12/2009	636.00		006076		
I-450000003321A	SAFETY WEAR:BOB MOORE	R	11/12/2009	1,283.25		006076		
I-450000003322	SAFETY WEAR:JOHN SCHORI	R	11/12/2009	566.99		006076		
I-450000003323	SAFETY WEAR:MIKE FOUSHI	R	11/12/2009	732.75		006076		
I-450000003324	SAFETY WEAR:CHRIS TOWNSEND	R	11/12/2009	1,240.47		006076		
I-450000003325	SAFETY WEAR:BRAD DUTTON	R	11/12/2009	1,234.85		006076		
I-450000003326	SAFETY WEAR:MIKE LADEGAARD	R	11/12/2009	1,260.75		006076		
I-450000003327	SAFETY WEAR:MARCOS CASTANEDA	R	11/12/2009	957.00		006076		
I-450000003328	SAFETY WEAR-GABE ARREDONDO	R	11/12/2009	1,274.25		006076		
I-450000003329	SAFETY WEAR:BILL WEGNER	R	11/12/2009	1,192.47		006076		
I-450000003331	SAFETY WEAR:ROCKY ELLINGSWORTH	R	11/12/2009	1,311.00		006076		
I-450000003333	SAFETY WEAR:AURELIO MELGOZA	R	11/12/2009	1,292.25		006076		
I-450000003334	SAFETY WEAR:RENE SANCHEZ	R	11/12/2009	1,295.25		006076		
I-450000003335	LOGO FOR SPRING JACKETS	R	11/12/2009	105.50		006076		15,678.03
1679	REED & ASSOCIATES LTD.							
C-2696	TECH WRITING CONSULTING SVC	R	11/12/2009	35.00CR		006077		
I-2700	TECH WRITING CONSULTING SVC	R	11/12/2009	3,411.50		006077		3,376.50
1118	REGIONAL TRUCK EQUIPMENT CO.							
I-34726	MOBILE CAMERA SYSTEM	R	11/12/2009	1,078.00		006078		1,078.00
1041	SEECO CONSULTANTS, INC.							
I-531	MATERIAL TESTING	R	11/12/2009	24,759.44		006079		24,759.44
1302	SIR SPEEDY							
I-52459	PROJECT MANUAL SOUTH TRSN MAIN	R	11/12/2009	173.34		006080		173.34
1043	SOOPER LUBE							
I-164645	VEHICLE MAINTENANCE:M149226	R	11/12/2009	36.20		006081		
I-164884	VEHICLE MAINT:M175659	R	11/12/2009	32.45		006081		
I-164896	VEHICLE MAINTENANCE:M169815	R	11/12/2009	37.45		006081		
I-165574	VEHICLE MAINTENANCE:M78556	R	11/12/2009	36.20		006081		142.30
1040	SPECIALTY MAT SERVICE							
I-513466	MAT SERVICE:10/08/09	R	11/12/2009	55.40		006082		
I-515017	MAT SERVICES:10/22/09	R	11/12/2009	55.40		006082		110.80
1693	STANTEC CONSULTING SERVICES IN							
I-356619	EHS AUDIT ASSESSMENT	R	11/12/2009	33.00		006083		33.00

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 11/01/2009 THRU 11/30/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1392	STONKUS HYDRAULIC, INC.							
I-G-090297	REBUILD KIT FARCO CYLINDER	R	11/12/2009	4,378.93		006084		4,378.93
1046	TREE TOWNS REPRO SERVICE							
I-0000131906	DIGITAL BOND COPY/PLAN REPRINT	R	11/12/2009	294.80		006085		294.80
1000	BLUE CROSS/BLUE SHIELD OF ILLI							
I-200911202410	HEALTH INSURANCE:DEC 09	R	11/23/2009	42,605.17		006086		42,605.17
1009	COMED							
I-200911232411	METER STATION ELECTRIC	R	11/23/2009	4,778.14		006087		4,778.14
1020	NEXTEL COMMUNICATIONS							
I-648652511-093	CELLPHONE SERV:OCT 09 - NOV 08	R	11/23/2009	1,872.74		006088		1,872.74
1021	NAPERVILLE, CITY OF							
I-200911112395	METER STN ELECTRIC:63519-5134	R	11/23/2009	35.23		006089		
I-200911202407	METER STN ELEC:63519-20818	R	11/23/2009	38.68		006089		73.91
1062	WASTE MANAGEMENT							
I-2110869-2008-2	REFUSE DISPOSAL	R	11/23/2009	440.03		006090		440.03
1134	CITY OF CHICAGO DEPARTMENT OF							
I-200911112396	LEXINGTON ELECTRIC:8/27-9/28	R	11/23/2009	150,677.58		006091		
I-200911182401	LEX:REPAIRS & MAINTENANCE	R	11/23/2009	8,847.74		006091		159,525.32
1159	ENVISION HEALTHCARE, INC.							
I-105775	ADMIN FEES: NOV 09	R	11/23/2009	126.00		006092		126.00
1260	NUGENT CONSULTING GROUP							
C-276	REVERSAL-INV INCORRECTLY INPUT	R	11/23/2009	2,000.00CR		006093		
I-200908262295	INSURANCE CONSULTING	R	11/23/2009	2,000.00		006093		
I-296	INSURANCE & RISK MANAGEMENT	R	11/23/2009	1,500.00		006093		1,500.00
1294	ACCONTEMPS							
I-30161106	ACCONTEMPS	R	11/23/2009	1,685.25		006094		1,685.25
1358	EUCLID MANAGERS							
I-200911202409	DENTAL INSURANCE:DEC 09	R	11/23/2009	3,930.34		006095		3,930.34
1393	AT&T LONG DISTANCE							
I-200911112394	DPPS LONG DIST SVC:8/14-9/13	R	11/23/2009	151.39		006096		151.39

VENDOR SET: 01 DuPage Water Commission

BANK: IL ILLINOIS FUNDS

DATE RANGE: 11/01/2009 THRU 11/30/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1397	AT&T							
I-630894072511	DPPS PHONE SERVICE	R	11/23/2009	22.41		006097		22.41
1425	HR PLUS							
I-4201351	BACKGROUND CHECKS	R	11/23/2009	75.92		006098		75.92
1461	BUSINESS CARD							
I-200911202405	ROBERT MARTIN:NOV 09	R	11/23/2009	985.87		006099		
I-200911202408	TERRY MCGEE:NOV 09	R	11/23/2009	99.99		006099		1,085.86
1569	EDWARD COUGHLIN							
I-200911182402	SECURITY: 11/12/09	R	11/23/2009	137.50		006100		
I-200911202406	SECURITY: 11/20/09	R	11/23/2009	137.50		006100		275.00
1578	EXELON ENERGY INC.							
I-100401600010	DPPS ELEC SERVICE:10/1 - 10/29	R	11/23/2009	164,340.35		006101		164,340.35
1702	AT&T							
I-200912012415	IMPROVEMENTS-EMER GEN FACILITY	R	11/30/2009	10,011.53		006102		10,011.53

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	67	6,194,664.59	0.00	6,194,664.59
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:	2	0.00	0.00	0.00

VOID CHECKS:	VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
0	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: IL	TOTAL	69	6,194,664.59	0.00	6,194,664.59
BANK: IL	TOTALS:		69	6,194,664.59	0.00	6,194,664.59
REPORT TOTALS:			69	6,194,664.59	0.00	6,194,664.59

SELECTION CRITERIA

VENDOR SET: 01-DUPAGE WATER COMMISSION

VENDOR: ALL

BANK CODES: Include: IL

FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999

DATE RANGE: 11/01/2009 THRU 11/30/2009

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES

PRINT G/L: NO

UNPOSTED ONLY: NO

EXCLUDE UNPOSTED: NO

MANUAL ONLY: NO

STUB COMMENTS: NO

REPORT FOOTER: NO

CHECK STATUS: NO

PRINT STATUS: * - All



DuPage Water Commission

MEMORANDUM

TO: Interested News Medium

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

DATE: December 10, 2009

SUBJECT: 2010 Schedule of Meetings

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

January 14, 2010
February 11, 2010
March 11, 2010
April 8, 2010
May 13, 2010
June 10, 2010
July 8, 2010
August 12, 2010
September 9, 2010
October 14, 2010
November 11, 2010
December 9, 2010

The regular Commission meetings begin at 7:30 P.M. and are held at the Commission Offices at 600 East Butterfield Road, Elmhurst, Illinois 60126. Administration, Engineering and Finance Committee meetings held prior to regular Commission meetings at 7:00 P.M. at the Commission Offices at 600 East Butterfield Road, Elmhurst, Illinois 60126.