



DuPage Water Commission

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

AGENDA

**DU PAGE WATER COMMISSION
THURSDAY, OCTOBER 10, 2002
7:30 P.M.**

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

- I. Roll Call
- II. Oath of Office
 - John Janicik County District 3
- III. Public Comments
- IV. Approval of Minutes
 - A. Regular Meeting of September 12, 2002
 - B. Executive Session of September 12, 2002
- V. Treasurer's Report – September 2002
- VI. Committee Reports

NOTE: Committee/Task Force Meetings Have Been Cancelled.

- A. Administration Committee
- B. Engineering & Construction Committee
- C. Finance Committee
- D. Special Task Force
- VII. Omnibus Vote
 - A. Resolution R-36-02: A Resolution Approving Certain Contract Change Orders at the October 10, 2002 DuPage Water Commission Meeting

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

- B. Resolution R-37-02: A Resolution Approving and Authorizing the Execution of an Amendment to the Agreement with Constellation NewEnergy, Inc. for Supply of Electrical Power
- C. Resolution R-38-02: A Resolution Approving, Ratifying, and Accepting the Appointment of Commissioner Mueller as Vice Chairman of the Commission and the Appointment of Commissioner Tenison as Clerk and Treasurer of the Commission
- D. Resolution R-39-02: A Resolution Approving Certain Additional Engineering Services at the October 10, 2002 DuPage Water Commission
- E. Resolution R-40-02: A Resolution Directing the Transfer of the Excess Debt Service Reserve Accounts Balance to the General Account of the Water Fund
- F. Resolution R-41-02: A Resolution Directing the Transfer of Certain Excess Account Balances to the General Account of the Water Fund

VIII. Old Business

- Summary of Action Taken Since Previous Meeting

IX. New Business

- A. Insurance Renewal
- B. Ordinance O-11-02: An Ordinance Amending the By-Laws of the DuPage Water Commission (Amending Section 7 of Article II) – First Reading

X. Accounts Payable

XI. Public Comments

XII. Executive Session

XIII. Adjournment

**MINUTES OF A MEETING OF THE
DU PAGE WATER COMMISSION
HELD ON THURSDAY, SEPTEMBER 12, 2002
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Michael Vondra at 7:32 P.M.

Commissioners in attendance: R. Benson, E. Chaplin, L. Hartwig, B. Krajewski, A. Poole, J. Tenison, R. Thorn, R. Tolentino, G. Wilcox and M. Vondra

Also in attendance: J. Holzwart, R. Martin, E. Nawrocki, R. Skiba, D. Eckmann (AB&H), and M. Crowley (H&K).

Chairman Vondra and Commissioners Hartwig, Chaplin and Poole took their Oath of Office.

PUBLIC COMMENTS - No Public Comments

Commissioner Wilcox made a motion to approve the Minutes of the August 8, 2002 meeting of the DuPage Water Commission. Seconded by Commissioner Krajewski and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

The Treasurer's Report for the month of August 2002 showed receipts of \$8,652,556.96, disbursements of \$5,298,275.28 and a cash and investment balance of \$192,491,585.69.

Commissioner Thorn made a motion to accept the August 2002 Treasurer's Report. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee – No meeting

Engineering Committee – Report by Commissioner Poole

The Engineering Committee discussed the status of facilities regarding construction and operations. It was reported that: the Contract MS-15 contractor has begun construction of the Illinois American Water Company Meter Station 5G; the contractor for the Heating System Replacement Project has completed the installation of the hydronic piping and the masonry work; the contractor for TW-2/00 has installed 45,073 feet of 48-inch steel pipe to date, representing 90% of the pipe to be installed; the construction on the

Minutes of the 9/12/02 Meeting

Corrosion Mitigation System for the 72" Transmission Main (Contract TE-5/01) is 97.1% complete; and the contractor for Contract BOV-1/02 has completed work on 22 blow-off valves, representing 6.5% of the work to be completed.

The Engineering Committee reviewed change orders in the credit amount of \$142,773.37 and recommended approval of Resolution R-33-02 during the Omnibus Vote Agenda.

The Engineering Committee reviewed progress payments in the amount of \$1,288,489.04 and recommended approval as part of the Accounts Payable, subject to submission of all contractually required documentation.

Finance Committee - Report by Commissioner Krajewski

The Finance Committee reviewed the Treasurer's Report, the August financial statements and the Accounts Payable.

Special Task Force - Report by Chairman Vondra

The Special Task Force meeting was cancelled for lack of a quorum.

Omnibus Agenda

Chairman Vondra requested that Resolution R-33-02 be removed from the Omnibus Agenda for separate consideration.

Commissioner Krajewski made a motion to adopt the items listed on the revised Omnibus Vote Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Wilcox and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, L. Hartwig, B. Krajewski, A. Poole, J. Tenison, R. Thorn, R. Tolentino, G. Wilcox and M. Vondra

Nays: None

Item 1. Resolution R-34-02: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-1/02 at the September 12, 2002 DuPage Water Commission – "Omnibus Vote"

Item 2. Resolution R-35-02: A Resolution Awarding Quick Response Contract – "Omnibus Vote"

Minutes of the 9/12/02 Meeting

Commissioner Wilcox made a motion to adopt revised Resolution R-33-02: A Resolution Approving Certain Contract Change Orders at the September 12, 2002 DuPage Water Commission Meeting. Seconded by Commissioner Tolentino and approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, L. Hartwig, B. Krajewski, A. Poole, J. Tenison, R. Thorn, R. Tolentino and G. Wilcox

Abstain: M. Vondra

Nays: None

OLD BUSINESS

Commissioner Wilcox made a motion to approve Chairman Vondra's appointment of Commissioner Mueller as Vice Chairman for a term expiring April 30, 2004, or until his successor is duly appointed and confirmed. Seconded by Commissioner Tolentino and approved by a Voice Vote.

Motion carried, with Commissioner Benson voting against.

Commissioner Wilcox made a motion to approve Chairman Vondra's removal of the current Treasurer/Acting Clerk and appointment of Commissioner Tenison as Treasurer/Clerk for a term expiring at the conclusion of the September 2003 Board meeting or until his successor is duly appointed and confirmed. Seconded by Commissioner Tolentino and approved by a Voice Vote.

Motion carried, with Commissioner Krajewski voting against.

Commissioner Wilcox made a motion to approve Chairman Vondra's appointment of Commissioner Thorn as Chairman of the Administration Committee, and Commissioners Hartwig, Chaplin and Benson as additional members of the Administration Committee, for a term expiring at the conclusion of the September 2003 Board meeting or until their successors are duly appointed and confirmed. Seconded by Commissioner Krajewski and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Wilcox made a motion to approve Chairman Vondra's appointment of Commission Poole as Chairman of the Finance Committee, and Commissioners Krajewski, Tenison and Janicik as additional members of the Finance Committee, for a term expiring at the conclusion of the September 2003 Board meeting or until their successors are duly appointed and confirmed. Seconded by Commissioner Thorn and unanimously approved by a Voice Vote.

Minutes of the 9/12/02 Meeting

All voted aye. Motion carried.

Commissioner Poole made a motion to approve Chairman Vondra's appointment of Commissioner Wilcox as Chairman of the Engineering Committee, and Commissioners Benson, Tolentino, Pollock and Mueller as additional members of the Engineering Committee, for a term expiring at the conclusion of the September 2003 Board meeting or until their successors are duly appointed and confirmed. Seconded by Commissioner Tenison and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Thorn made a motion to approve Chairman Vondra's appointment of Chairman Vondra as Chairman of the Special Task Force, and Mayor Murphy of Woodridge and Commissioners Mueller, Wilcox and Chaplin as additional members of the Special Task Force, for a term expiring at the conclusion of the September 2003 Board meeting or until their successors are duly appointed and confirmed, with all members being voting members. Seconded by Commissioner Tenison and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

NEW BUSINESS

Chairman Vondra directed staff to prepare an ordinance amending the By-Laws of the Commission to provide for the compensation of the Commissioners as currently allowed by state statute and to survey other DuPage County Commissions regarding their compensation policies with respect to governing board members.

ACCOUNTS PAYABLE

Commissioner Thorn made a motion to approve the Accounts Payable in the amount of \$5,146,846.96, subject to submission of all contractually required documentation. Seconded by Commissioner Krajewski and unanimously approved by a Roll Call Vote:

Ayes: R. Benson, E. Chaplin, L. Hartwig, B. Krajewski, A. Poole, J. Tenison, R. Thorn, R. Tolentino, G. Wilcox and M. Vondra

Nays: None

PUBLIC COMMENTS – No public comments

Commissioner Wilcox made a motion to go into Executive Session to discuss pending, probable or imminent litigation pursuant to 5 ILCS 120/2(c) (11) (Roll Call). Seconded by Commissioner Hartwig and unanimously approved by a Roll Call Vote:

Minutes of the 9/12/02 Meeting

Ayes: R. Benson, E. Chaplin, L. Hartwig, B. Krajewski, A. Poole, J. Tenison, R. Thorn, R. Tolentino, G. Wilcox and M. Vondra

Nays: None

The Commission went into Executive Session at 8:20 P.M.

Commissioner Wilcox made a motion to come out of Executive Session at 9:18 P.M.
Seconded by Commissioner Benson and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Wilcox made a motion to adjourn the meeting at 9:20 P.M. Seconded by Commissioner Thorn and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

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**MINUTES OF THE EXECUTIVE SESSION
OF THE DU PAGE WATER COMMISSION
HELD ON THURSDAY, SEPTEMBER 12, 2002
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

An Executive Session of the DuPage Water Commission was called to order at 8:21 P.M. on Thursday, September 12, 2002, pursuant to a motion duly made and passed in open session to discuss pending, probable or imminent litigation pursuant to 5 ILCS 120/2(c)(11).

Commissioners in attendance: R. Benson, E. Chaplin, L. Hartwig, B. Krajewski, A. Poole, J. Tenison, R. Thorn, R. Tolentino, G. Wilcox and M. Vondra.

Also in attendance: J. Holzwart, R. Martin, E. Nawrocki, D. Eckmann (AB&H), and M. Crowley (H&K).

The Commission determined it was appropriate and necessary to discuss matters related to pending, probable or imminent litigation.

The Commission discussed the status of the evaluation of the decreased C-Factors in the Commission's pipelines, including litigation, the merits of litigation, and the steps the Commission needs to take in order to preserve its legal remedies.

Adjourned at 9:17 P.M.

DU PAGE WATER COMMISSION
WATER FUND
CASH BASIS GENERAL LEDGER
STATEMENT OF REVENUES & EXPENDITURES
September 30, 2002

REVENUE	CURRENT MONTH ACTUAL	Y-T-D ACTUAL
WATER SALES	5,604,632.76	23,957,406.65
SALES TAXES	2,793,934.48	13,104,250.66
INVESTMENT INCOME	205,664.91	2,295,216.70
OTHER INCOME	5,625.14	798,713.24
TOTAL REVENUE	8,609,857.29	40,155,587.25
EXPENSES		
PERSONAL SERVICES	173,302.56	946,912.14
PROFESSIONAL SERVICES	18,220.84	165,210.14
CONTRACTUAL SERVICES	25,747.21	114,152.00
INSURANCE	0.00	17,570.00
ADMINISTRATIVE COSTS	9,082.23	44,500.51
WATER SUPPLY COSTS	3,842,569.69	16,850,641.82
BOND PRINCIPAL & INTEREST	2,361,325.00	15,854,028.75
LAND AND RIGHT OF WAY	500.00	3,495.00
CAPITAL OUTLAY	658.59	48,251.94
TOTAL OPERATING EXPENSES	6,431,406.12	34,044,762.30
CONSTRUCTION EXPENDITURES	1,007,528.29	3,849,642.00
TOTAL EXPENSES	7,438,934.41	37,894,404.30
NET FUND TRANSACTIONS	1,170,922.88	2,261,182.95
	=====	
BEGINNING BALANCE		191,401,325.62
ENDING BALANCE		193,662,508.57
		=====
FUNDS CONSIST OF:		
PETTY CASH		500.00
CASH AT BANK ONE		27,750.14
CASH AT OAK BROOK BANK LOCK BOX		189,437.37
CASH AT VILLA PARK TRUST & SAVINGS		14,013.82
TOTAL CASH		231,701.33
ILLINOIS FUNDS MONEY MARKET		15,690,630.51
ILLINOIS FUNDS PRIME FUND		26,468,424.45
GOVERNMENT MONEY MARKET FUNDS		1,459.21
U. S. TREASURY INVESTMENTS		80,104,056.44
U. S. AGENCY INVESTMENTS		46,166,236.63
CERTIFICATES OF DEPOSIT		25,000,000.00
COMMERCIAL PAPER		0.00
TOTAL INVESTMENTS		193,430,807.24
TOTAL FUNDS		193,662,508.57
		=====

DU PAGE WATER COMMISSION**RESOLUTION NO. R-36-02****A RESOLUTION APPROVING CERTAIN
CONTRACT CHANGE ORDERS AT THE
OCTOBER 10, 2002 DU PAGE WATER COMMISSION MEETING**

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

SECTION ONE: The Change Order set forth on Exhibit 1, attached hereto and by this reference incorporated herein and made a part hereof, shall be and hereby are approved because the Board of Commissioners of the DuPage Water Commission has determined that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the contracts were signed, the Change Order is germane to the original contracts as signed and/or the Change Order is in the best interest of the DuPage Water Commission and authorized by law.

SECTION TWO: 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 _____, 2002.

Chairman

ATTEST:

Clerk

Board\Resolutions\R-36-02.doc

Exhibit 1

Resolution R-36-02

1. Change Order No. 5: Boiler Replacement in the amount of \$1,191.71
2. Change Order No. 3: Boiler Replacement in the amount of \$571.55
3. Change Order No. 1: Contract MS-15 (Meter Station 5G) in the amount of \$13,574.00
4. Change Order No. 24: Contract TW-2 (West Transmission Main) in the amount of \$3,400.00
5. Change Order No. 26: Contract TW-2 (West Transmission Main) in the amount of \$10,800.00
6. Change Order No. 27: Contract TW-2 (West Transmission Main) in the amount of \$179,514.60

Total amount of the Change Orders is \$209,051.86.

DU PAGE WATER COMMISSION**RESOLUTION NO. R-37-01****A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN AMENDMENT TO THE AGREEMENT WITH
CONSTELLATION NEWENERGY, INC. FOR
SUPPLY OF ELECTRICAL POWER**

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

WHEREAS, the Illinois Electric Service Customer Choice and Rate Relief Law of 1997 (the "Law") restructured the Illinois electric utility industry to offer customers choices about who supplies their electric power, competitive prices for that power and new services; and

WHEREAS, as allowed by the Law and pursuant to Resolution No. R-52-99, the Commission entered into a PPO (Power Purchase Option) Plus Savings service energy purchase agreement with an alternative retail electrical supplier; and

WHEREAS, pursuant to Resolution R-6-01, the Commission and the alternative retail electrical supplier modified the energy purchase agreement from a PPO Plus Savings Service Agreement to a Fixed Price Service Agreement; and

WHEREAS, the current Fixed Price Service Agreement expires on December 23, 2002; and

Resolution R-37-02

WHEREAS, SPI Energy Group, the Commission's Illinois electric market consultant, negotiated a two-year extension to the current Fixed Price Service Agreement with the alternative retail electrical supplier which should provide the Commission with greater savings;

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

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

SECTION TWO: A Contract Amendment between the DuPage Water Commission and Constellation NewEnergy, Inc., the successor to AES NewEnergy, Inc., in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 with such modifications as may be required or approved by the General Manager, shall be and it hereby is approved.

SECTION THREE: The General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute the Contract Amendment between the DuPage Water Commission and Constellation NewEnergy, Inc., in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager. Upon execution by the General Manager, the Contract Amendment between the DuPage Water Commission and

Resolution R-37-02

Constellation NewEnergy, Inc., and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2002.

Chairman

ATTEST:

Clerk

Board\Resolution\R-37-02.doc

Exhibit 1

Constellation NewEnergy, Inc.

CONTRACT AMENDMENT

Amendment Date: September 30, 2002

Customer: DuPage Water Commission

Whereas, Constellation NewEnergy, Inc. ("NewEnergy"), formerly known as AES NewEnergy, Inc. and **DuPage Water Commission** ("Customer"), (collectively, the "Parties"), desire to amend certain terms of the AES NewEnergy Fixed Price Service Agreement (including the AES NewEnergy, Inc. Illinois Fixed Price Schedule A and the Definitions and General Terms and Conditions), a copy of which documents are attached, incorporated herein by reference, and referred to as the "Original Agreement" and which documents were effective as of February 9, 2001, and executed by Customer on February 9, 2001;

Therefore, the Parties agree as follows:

1. The first sentence of Paragraph 3, Term, of the Original Agreement shall be modified to extend the Term, as follows: "The initial term will commence on the date of first delivery of electricity for the May-June cycle under this Agreement and will end upon the last applicable meter reading of the EDC December billing cycle concluding on or before December 31, 2004 for each such Account(s), respectively."
2. The table setting forth the Fixed Prices contained on Schedule A of the Original Agreement shall be modified to include pricing for the additional two years of the Term, as follows:

Applicable Prices	On-Peak (as defined by Commonwealth Edison, weekdays 9:00 a.m. to 10:00 p.m. CPT) (dollars/kWh)	Off-Peak (as defined by Commonwealth Edison, weekdays 10:00 p.m. to 9:00 a.m. CPT, weekends and holidays) (dollars/kWh)	NTOU –Non Time of Use (as defined by Commonwealth Edison for usage flowed through a non-time-of-use meter) (dollars/kWh)
May 23, 2001 through January 25, 2002	\$0.06984	\$0.02438	\$0.04711
January 25, 2002 through December 23, 2002	\$0.06091	\$0.02457	\$0.04265
January 2003 through December 2004	\$0.03650	\$0.02200	\$0.02750

3. All other terms and conditions contained in the Original Agreement which are not specifically modified in this Amendment are incorporated herein by reference, and remain in full force, effective, and enforceable by each Party. Neither Party may modify their obligations, except as provided in the Original Agreement, Fixed Price Service Agreement, paragraph 8.

4. Customer affirms that it has read this Contract Amendment in its entirety and it agrees to purchase services from NewEnergy subject to the Original Agreement as amended herein. Both Parties acknowledge that the consideration exchanged in return for the terms contained in this Contract Amendment is valid and sufficient to create a binding contract.

I agree with the provisions to the Contract Amendment set forth above and request NewEnergy to provide service for the Account(s) under the terms and conditions specified in the Original Agreement as amended herein in exchange for valid and sufficient consideration.

By: **DuPage Water Commission**

By: _____
James J. Holzward, General Manager

Date: _____

NewEnergy Reference Number: IL-FP1202
NewEnergy Contract Number:

By: **Constellation NewEnergy, Inc.**

By: _____
Authorized Signature and Title

Date: _____

FIXED PRICE SERVICE AGREEMENT

newenergy

THIS NEWENERGY FIXED PRICE SERVICE AGREEMENT ("Agreement"), effective as of February 9, 2001 between AES NewEnergy, Inc. ("NewEnergy"), and the undersigned customer of record ("Customer"), requests Customer's Electric Distribution Company ("EDC") to continue providing electricity delivery services under the same standards and with the same reliability otherwise required by law and regulation, and continues to authorize the EDC enrollment of the accounts identified herein with NewEnergy ("Accounts"), and for which the Parties have agreed to as follows:

- 1. NEWENERGY SERVICES.** Customer authorizes NewEnergy to continue to serve as an Alternative Retail Electric Supplier ("ARES") on its behalf and to act as Customer's exclusive manager for electricity procurement services under the terms of this Agreement. NewEnergy will arrange and be responsible for the following services and associated costs for the Account(s): the procurement of electricity supply sufficient to meet Customer's needs for the Account(s), scheduling coordination, transmission and ancillary services, imbalance services, and arrangement of billing services for all charges related to Customer's usage of electric power and energy as delivered by the EDC for the Account(s). Customer authorizes NewEnergy to take such action as it deems necessary from time to time to provide such services for the Account(s) for the term of this Agreement. Customer designates NewEnergy to its EDC as an authorized recipient of Customer's current and historical energy billing and usage data. NewEnergy shall have no responsibility with regard to any amounts owed to EDC prior to the commencement of service under this Agreement, except any amounts owed to the EDC under Customer's prior PPO Plus Savings Agreement with NewEnergy Midwest L.L.C., which agreement was effective as of October 15, 1999 (the "Prior Agreement"). The limited agency described above shall be coupled with an interest and shall be irrevocable and exclusive for the duration of this Agreement as to the Account(s). Further, such limited agency shall not create or result in the imposition of any duties of NewEnergy to Customer other than those set forth in this Agreement, including any duties that may otherwise arise by operation of law.
- 2. FIXED PRICE SCHEDULE.** NewEnergy will arrange for electric power and energy to be provided for the Account(s) under the terms of this Agreement at the Fixed Price Cost of Electricity Services using the peak and off-peak Energy Charges identified on Schedule A. For purposes of this Agreement, the "Fixed Price Cost of Electricity Services" shall mean the total amount due for actual usage of electric power and energy for the Account(s) and shall be defined as the total of the following: (i) applicable Energy Charges; (ii) EDC Charges; and (iii) applicable federal, state, municipal or other governmental subdivision sales and use taxes and assessments relating to the purchase or delivery of electricity services for the Account(s).
- 3. TERM.** The initial term will commence on the date of first delivery of electricity for the May-June cycle under this Agreement and will end upon the last applicable meter reading of the EDC December billing cycle concluding on or before December 31, 2002 for each such Account(s), respectively. The first billing cycle under this Agreement shall be June, 2001, and will be based upon the consumption from part of May, 2001, and part of June, 2001. The terms and conditions of this Agreement will be in effect throughout the Term, provided, however, that upon request NewEnergy may provide a pricing proposal that extends beyond the Term, if such proposal is to the benefit of, and agreed to by, both Parties. Upon commencement of the initial term, the Prior Agreement shall terminate and be of no further force or effect except for any outstanding payment obligations or any hold harmless or indemnity obligations thereunder.
- 4. INVOICING AND PAYMENT.** Invoices will be issued to Customer by NewEnergy using a monthly billing cycle. Customer shall pay the Fixed Price Cost of Electricity Services without offset or reduction of any kind as to each of the Account(s) served under this Agreement. Customer elects to receive a single bill from NewEnergy for all amounts related to delivery and consumption of electric power and energy for the Account(s) and agrees to timely direct all payments related to electricity services for the Account(s) to NewEnergy. Unless otherwise agreed in writing, NewEnergy will issue one bill for each of the Account(s) identified on Schedule A.
- 5. DEFINITIONS, TERMS AND NOTICE.** Capitalized terms shall have the meanings provided in this Agreement and as stated in the accompanying General Terms and Conditions incorporated herein by reference. All notices, requests or approvals required hereunder shall be in writing and shall be deemed given when received. All such notices shall be delivered personally, by facsimile, by certified mail, return receipt requested, or by overnight carrier to the addresses provided below.
- 6. ENROLLMENT OF ACCOUNT(S).** Customer requests NewEnergy to continue to provide service under the terms of this Agreement to the Account(s) identified on Schedule A. NewEnergy will accept a completed Agreement signed by Customer, together with Customer's signature upon the Fixed Price Schedule corresponding to this Agreement, by facsimile on or before 5:00 p.m. CPT of the Expiration Date identified on Schedule A to: (312) 704-8530 (Attention: Product Management). NewEnergy will confirm receipt of such documents by the Expiration Date by providing Customer with a NewEnergy Contract Number upon Schedule A.
- 7. NEWENERGY CUSTOMER SERVICE.** Customer may request information regarding its invoice or services by calling the NewEnergy Customer Service Department toll-free at (888) 802-8998. Customer agrees to contact its EDC in the event of an emergency, power outage or other service disruption at (800) 334-7661.
- 8. ADDITIONAL SERVICES.** Customer may elect to receive the following advisory and informational services from NewEnergy under this Agreement at no additional cost: energy efficiency measures; value-added electricity services, including risk management; power quality services, to include site generation alternatives; metering and load curtailment savings services; and energy facilities operations and maintenance. NewEnergy will provide at no additional cost telemetry information as and when generally available from NewEnergy and Customer may elect to receive all other additional services identified in the previous sentence subject to a subsequent mutual written agreement.
- 9. NO ALTERATIONS.** The terms and conditions preprinted on this Agreement, including the General Terms and Conditions and Schedule A, shall not be altered or modified and any addition, modification or alteration thereto shall be void and without effect. This Agreement shall be void and without effect unless a Fixed Price Schedule has been executed by Customer and provided a NewEnergy Contract Number corresponding to this Agreement and the NewEnergy Reference Number stated below.
- 10. MISCELLANEOUS.** Customer affirms that it has read this Agreement in its entirety and it agrees to purchase services from NewEnergy subject to the terms and conditions contained herein. This Agreement has been drafted by both parties and accordingly shall not be construed against either party as drafter.

AES NewEnergy, Inc.

By: 

Authorized Representative
Address: 309 W. Washington Street, Suite 1100
Chicago, Illinois 60606
Attention: Contract Administration
Telephone: (312) 704-9200

Customer: DuPage Water Commission

By: 
[INSERT AUTHORIZED SIGNATURE]

By: GENERAL MANAGER
[INSERT OFFICER TITLE]

Address: 800 East Butterfield Road
Elmhurst, Illinois 60126
Attention: Mr. Terrence J. McGhee
Facsimile: (630) 834-0120
Daytime Telephone: (630) 834-0100
Evening Telephone: (630) 834-0100

NewEnergy Reference
Number: IL-CE-FP
EDC: Commonwealth Edison Company

Agreement is Not Valid
Unless Executed by
NewEnergy

GENERAL TERMS AND CONDITIONS

DEFINITIONS

"Customer" means the customer of record for the Account(s) identified on Schedule A.

"EDC" means Commonwealth Edison Company, the public utility owning and maintaining the distribution and transmission system required for reliable delivery of electricity to the Account(s).

"Force Majeure" means an event that is not within the reasonable control of the Party claiming suspension ("Claiming Party"), and that by the exercise of due diligence, the Claiming Party is unable to overcome in a commercially reasonable manner or obtain or cause to be obtained a commercially reasonable substitute performance therefor and shall not be deemed a breach or default under this Agreement. Force Majeure includes, but is not limited to, acts of God, fire, war, flood, earthquake, civil disturbance, sabotage, Customer's facility failure, breakage of Customer's equipment or machinery, curtailment of supply by or as a result of the EDC, declaration of emergency by the ISO, regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; provided, however, Force Majeure is not intended to apply to a change in market prices of the supply of electric power and energy not arising from an event identified herein.

"ISO" means the entity administering transmission reliability and control as an Independent System Operator or otherwise.

"EDC Charges" means all EDC or ISO costs, charges, and fees, due under rate RCDS or equivalent delivery rates, including without limitation Customer Transition Charges, transmission and distribution charges, decommissioning charges, and line losses.

"Energy Charge" means the Fixed Price(s) identified on Schedule A for each Account.

"Fixed Price Schedule" means the Fixed Price Schedule A made a part of this Agreement and providing an Expiration Date, the Account(s), the NewEnergy Reference Number identified on the first page of this Agreement, Fixed Price(s), a NewEnergy Contract Number corresponding to this Agreement, and such other information as required by NewEnergy thereon.

"Power Purchase Option" means the total amount as would be due under the then applicable EDC tariff for the Account(s) during the applicable EDC period based upon the EDC's Rider PPD - Power Purchase Option.

GENERAL

T1.1 Payment and Billing Cycle. Each invoice for amounts due under this Agreement shall be due and payable by Customer on the date of such invoice without offset or deduction of any kind and NewEnergy will pay any EDC charges (including any late charges or penalties arising from NewEnergy's service for which NewEnergy shall indemnify and hold Customer harmless) during the term of this Agreement on behalf of Customer. Any sums billed and not received by NewEnergy within fourteen (14) days of invoice shall be automatically assessed a late payment charge of one and one-half percent (1.5%) per month or the highest rate permitted by law, whichever is less, which charge may be included on a subsequent invoice; provided, however, Customer may elect not more than five (5) times during the term of this Agreement for such late charge not to apply until twenty one (21) days following the date of invoice in the event payment is delayed as a consequence of an inability of Customer to obtain the necessary signature(s) for any required payment. NewEnergy reserves the right to adjust its billing cycle from time to time, including the right to estimate in advance all or part of amounts due during such cycle, with end of cycle reconciliation against Customer's actual consumption.

T1.2 Electricity Procurement. New Energy is authorized to and will select on behalf of Customer such sources of electric generation as it deems appropriate in its sole discretion as to the Account(s). For the term of this Agreement, Customer transfers, conveys and assigns to NewEnergy all right, title and interest in and to Customer's interest under the EDC's Power Purchase Option for the Account(s). NewEnergy may elect in its sole discretion from time to time for all or part of the term hereof: (i) to use the EDC's Power Purchase Option for any Account(s); (ii) to move any Account(s) onto and off of the EDC's bundled tariff service then in effect; or (iii) utilize alternate electricity supply sources for the Account(s). Customer authorizes NewEnergy to execute on its behalf any documents necessary to effectuate any such election. Notwithstanding any such action, this Agreement and the Fixed Price Cost of Electricity Services shall remain in full force and effect throughout the term of this Agreement.

REMEDIES

T2.1 General. If this Agreement is terminated for any reason, Customer agrees to pay NewEnergy's final invoice for amounts due hereunder, without offset or reduction, immediately and not later than fourteen (14) days from the date of such invoice, and NewEnergy may, consistent with law and regulation and upon notice to Customer, immediately move service for any Account(s) to EDC's then applicable Transition Service and pursue all additional remedies available at law or in equity.

T2.2 Customer's Right to Terminate. Customer may elect to terminate services to the Account(s) according to the provisions of this Section if NewEnergy notifies Customer in writing of the effective date of an adjustment to the Fixed Price Schedule for such Account(s) based upon: (i) revisions in, implementation of, or amendments to, the statutes or interpretations affecting taxes, charges or assessments as to the generation, delivery or transmission of electric power and energy as to the Account(s); and / or (ii) changes in approved or anticipated rates, regulations, rules or laws as to the EDC or ISO affecting supply, distribution, or transmission of electric power and energy. NewEnergy may elect in its sole discretion to implement such adjustment subject to prior written notice to Customer of the adjustment and its effective date for the Account(s). In the event NewEnergy provides written notice of such adjustment, Customer may elect to terminate service as to such Account(s) as of the effective date of adjustment by providing NewEnergy with written notice of such election not later than thirty (30) days following NewEnergy's written notice of such adjustment.

T2.3 Usage and Account Information. Customer acknowledges that the Fixed Price(s) identified on Schedule A are based upon Customer's monthly usage and metered rate of consumption for all Account(s) identified on the Fixed Price Schedules. Customer agrees to bear any additional charges arising from or relating to any monthly variance in Customer's monthly usage of electricity or metered rate of consumption of more than thirty (30%) during non-summer months and fifteen percent (15%) during summer months as compared to Customer's three year historical usage for such month or as a result of inaccurate information regarding the Account(s) as reflected on Schedule A; provided, however, Customer will not be responsible for such charges in the event it provides NewEnergy with not less than forty-five (45) days prior written notice; and provided further, however, that Customer will not be responsible for such charges to the extent weather (as opposed to additional Customer equipment or facilities) was the sole or a contributing factor to such monthly variance in Customer's monthly usage of electricity or metered rate of consumption. In the event Customer no longer controls the electricity purchases at the properties at which the Account(s) are located because such properties are closed, vacated, sold, consolidated or otherwise disposed of, Customer may terminate this Agreement with respect to such Account(s) after thirty (30) days' prior written notice to NewEnergy.

T2.4 Limitation of Liability. The liability of NewEnergy and its affiliates for any and all claims arising from or relating to this Agreement, including any causes of action in contract, tort or strict liability, shall not exceed the full

amount due for Customer's Fixed Price Cost of Electricity Service under its largest monthly invoice for such service during Customer's first twelve (12) EDC billing cycles. Notwithstanding any other provision of this Agreement, in no event shall either Customer or NewEnergy or its affiliates be liable for any consequential, exemplary, special, incidental or punitive damages, including, without limitation, lost opportunities or lost profits; provided, however, that for purposes of this Agreement and not by way of limitation, NewEnergy's costs and expenses related to arranging and providing electric power and energy for the Account(s) shall be deemed direct damages. It is the intent of the parties that the limitation herein imposed on remedies and the measure of remedies be without regard to the cause or causes related thereto, including the negligence of any party whether such negligence be sole, joint, or concurrent, or active or passive. To the extent that any damages required to be paid hereunder are liquidated, the parties acknowledge that damages are difficult or impossible to determine, otherwise obtaining an adequate remedy is inconvenient, and liquidated damages constitute reasonable approximation of the harm or loss. NewEnergy and Customer agree that nothing in this Agreement shall limit or affect any right, charge or remedy of either Party related to or against the EDC.

MISCELLANEOUS

T3.1 Independent Contractor and ARES Certification. NewEnergy is and will perform as an independent contractor under this Agreement. Except as otherwise provided in this Agreement, neither Party has the authority to execute documents that purport to bind the other and nothing herein shall be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking. NewEnergy is certified as an ARES by the Illinois Commerce and will maintain such certification in good standing and provide and maintain, consistent with applicable law and regulation, any bonds or other security required thereby.

T3.2 Customer Information and Confidentiality. Customer authorizes NewEnergy to review Customer's credit history from time to time and agrees to provide NewEnergy with commercially reasonable credit arrangements upon request in an amount not to exceed sixty (60) days of estimated amounts due under this Agreement. NewEnergy may immediately terminate this Agreement or suspend service for Customer's noncompliance with this Section. All terms of this Agreement are confidential and shall not be disclosed by Customer without NewEnergy's prior written consent, except as required by law.

T3.3 Force Majeure. Notwithstanding any other provision of this Agreement, if either Party is unable to carry out any obligation under this Agreement (other than an obligation to pay for services) due to Force Majeure, this Agreement shall remain in effect but such obligation shall be suspended for the period necessary as a result of the Force Majeure, provided that: (i) the non-performing Party gives the other Party prompt written notice describing the particulars of the Force Majeure, including but not limited to the nature and date of the occurrence and the expected duration of the disability; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and (iii) the non-performing Party uses commercially reasonable efforts to remedy its inability to perform.

T3.4 Entire Agreement. This Agreement, including its General Terms and Conditions and the corresponding Schedule A, embodies the entire agreement and understanding of the Parties, supersedes, upon but not before commencement of the initial term of this Agreement, all prior agreements and understandings of the Parties related to the subject matter hereof, and may not be contradicted by evidence of any prior or contemporaneous oral or written agreement. Receipt of a facsimile copy of either Party's signature shall be considered an original for all purposes under this Agreement and such Party shall provide its handwritten signature upon request. No amendment to this Agreement shall be valid or given effect unless executed by both Parties.

T3.5 Governing Law and Arbitration. The validity, performance, and construction of this Agreement shall be governed and interpreted in accordance with the Internal laws of the State of Illinois and without regard to conflicts of law rules. Any controversy or claim arising from or relating to this Agreement may be settled in accordance with the express terms of this Agreement by arbitration in Chicago, Illinois, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

T3.6 Third Parties. The services provided by NewEnergy pursuant to this Agreement are for the exclusive benefit of the Parties hereto. If Customer is represented by an agent or broker in connection with the procurement or performance of this Agreement, Customer shall be fully responsible for any fee, commission or other compensation owing any such agent or broker, and shall indemnify, defend and hold NewEnergy and its affiliates harmless from and any and all claims for compensation of any such agent or broker arising from or relating to this Agreement. This Agreement shall be binding upon the Parties and all assigns and other successors-in-interest of the Parties.

T3.7 Waiver, Assignment and Severability. No waiver in the requirements of this Agreement shall occur based on a failure of either Party to provide notice of any default or other requirement under this Agreement and failure to object to any default shall not operate or be construed as a waiver of any future default, whether like or different in character. Neither Party shall assign this Agreement to a person or entity not an affiliate or subsidiary of such Party without the prior written consent of the other Party. If any portion of this Agreement, or application thereof to any person or circumstance, shall be held legally invalid, the remaining portion(s) of this Agreement shall not be affected and shall be valid and enforced to the fullest extent permitted by law or equity.

T3.8 Cancellation. Notwithstanding any other provision of this Agreement, if Customer fails to make any payment within nineteen (19) days of the date specified for such payment, NewEnergy may, after providing Customer not less than seven (7) days prior written notice of such default, cancel this Agreement as to the Account(s), and upon taking such action and notice to Customer, move service for any of the Account(s) to the EDC. Customer acknowledges and agrees that it shall be responsible to remit full payment to NewEnergy within fourteen (14) days of the final invoice date, inclusive of all applicable charges and NewEnergy's costs of collections and other remedies at law or in equity.

T3.9 DISCLAIMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, IS GIVEN OR INTENDED TO ARISE AS TO NEWENERGY AND ITS AFFILIATES UNDER THIS AGREEMENT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND NEWENERGY SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

AES NewEnergy, Inc. ("NewEnergy")
IL Fixed Price Schedule A
Expiration Date: 2/9/01
Prepared for: DuPage Water Commission

Account Number	Service Address	Switch Date
297187001	6161 Butterfield Road	May 23, 2001

- This Schedule A is subject to and conditioned upon the terms of the NewEnergy Fixed Price Service Agreement ("Agreement") containing the NewEnergy Reference Number listed below and is not valid beyond 5:00 PM CPT on the Expiration Date.
- Any alteration, addition, or modification of the preprinted terms upon this Schedule A shall be void and without any effect.
- NewEnergy will provide a NewEnergy Contract Number upon receipt of the following by 5:00 PM CPT on the Expiration Date via facsimile to (312) 704-8530 (Attention: Product Management): (1) the completed Agreement containing the NewEnergy Reference Number and executed by Customer; and (2) Customer's signature on this Schedule A.

The Fixed Price(s) are:

PRICING MATRIX

Year of Delivery	Peak (cents/kWh) (weekdays 9:00 AM to 10:00 PM CPT)	Off-Peak (cents/kWh) (weekdays 10:00 PM to 9:00 AM CPT, weekends and holidays)
2001	6.984¢	2.438¢
2002	6.091¢	2.457¢

I request NewEnergy to provide service for the Account(s) stated on this Schedule A under the terms and conditions specified in the Agreement corresponding to the NewEnergy Reference Number identified below:

By: DuPage Water Commission

By: *James J. Hoffert*
GENERAL MANAGER
(Authorized Signature and Title)

Date: 2/09/01

NewEnergy Reference Number: IL-CE-FP

NewEnergy Contract Number:

DuPAGE WATER COMMISSION

RESOLUTION NO. R-38-02

A RESOLUTION APPROVING, RATIFYING, AND ACCEPTING
THE APPOINTMENT OF COMMISSIONER MUELLER AS VICE CHAIRMAN
OF THE COMMISSION AND THE APPOINTMENT OF COMMISSIONER
TENISON AS CLERK AND TREASURER OF THE COMMISSION

WHEREAS, pursuant to the By-Laws of the DuPage Water Commission (the "Commission"), the Chairman may appoint the Vice-Chairman of the Commission with the advice and consent of the other Commissioners; and

WHEREAS, pursuant to the By-Laws of the Commission, the Chairman also may appoint and remove the Clerk and Treasurer of the Commission with the advice and consent of the other Commissioners;

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

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

SECTION TWO: The appointment of Commissioner Mueller as Vice Chairman of the Commission, for a term expiring April 30, 2004, or until his successor is duly appointed and confirmed, shall be and it hereby is ratified, affirmed, approved, and accepted.

SECTION THREE: The appointment of Commissioner Tenison as Treasurer and Clerk of the Commission, for a term expiring at the conclusion of the September 2003 Board meeting or until his successor is duly appointed and confirmed, and the removal of the prior Treasurer and Acting Clerk, shall be and it hereby is ratified, affirmed, approved, and accepted.

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2002.

Chairman

ATTEST:

Clerk

DRAFT

DU PAGE WATER COMMISSION

RESOLUTION NO. R-39-02

**A RESOLUTION APPROVING CERTAIN
ADDITIONAL ENGINEERING SERVICES AT THE
OCTOBER 10, 2002 DU PAGE WATER COMMISSION MEETING**

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

SECTION ONE: The Additional Engineering Services set forth on Exhibit 1, attached hereto and by this reference incorporated herein and made a part hereof, shall be and hereby are approved because the Board of Commissioners of the DuPage Water Commission has determined that the circumstance said to necessitate the change was not reasonably foreseeable at the time the Engineering Agreement with Alvord, Burdick & Howson, L.L.C. was signed, the Additional Engineering Services are germane to the original Engineering Agreement as signed and/or the Additional Engineering Services are in the best interest of the DuPage Water Commission and authorized by law.

SECTION TWO: 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 _____, 2002.

Chairman

ATTEST:

Clerk

Exhibit 1
RESOLUTION R-39-02

1. Alvord, Burdick & Howson, L.L.C., Project No. D0108A, Invoice No. 2002-280 in the amount of \$317.69

Total amount of Additional Engineering Services is in the amount of \$317.69

DU PAGE WATER COMMISSION**RESOLUTION R-40-02****A RESOLUTION DIRECTING THE
TRANSFER OF THE EXCESS DEBT SERVICE RESERVE
ACCOUNT BALANCE 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" 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 R-40-02

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 may be transferred to the General Account; and

WHEREAS, the amount of money required to maintain the tax exempt status of interest paid on the Bonds is nil; and

WHEREAS, the amount of money to the credit of the Debt Service Reserve Account as of September 30, 2002 is \$173,837.21 more than the Debt Service Reserve Account Requirement;

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: The Trustee, as defined in Ordinance No. O-1-87, shall be and hereby is authorized and directed to transfer to the Commission for deposit in the General Account, as of the 30th day of September, 2002, \$173,837.21 from the Debt Service Reserve Account.

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

Resolution R-40-02

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ____ DAY OF _____, 2002.

Chairman

ATTEST:

Clerk

R-40-02.DOC

**DU PAGE WATER COMMISSION
RESOLUTION R-41-02**

**A RESOLUTION DIRECTING THE
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 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; and

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

WHEREAS, pursuant to Section 8.17 of Ordinance No. O-1-87, 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; and

WHEREAS, as of the accounting day of September 30, 2002, the amount of money to the credit of the Operation and Maintenance Reserve Account is \$468,402.74 more than the Operation and Maintenance Reserve Account Requirement; and

WHEREAS, as of the accounting day of September 30, 2002, the amount of money to the credit of the Depreciation Account is \$1,198,074.14 more than the Depreciation Account Requirement;

Resolution R-54-01

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: The Treasurer of the DuPage Water Commission shall be and hereby is authorized and directed to transfer to the General Account \$468,402.74 from the Operation and Maintenance Reserve Account, and \$1,198,074.14 from the Depreciation Account.

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

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ____ DAY OF _____, 2002.

Chairman

ATTEST:

Clerk
R-41-02.DOC



DuPage Water Commission

MEMORANDUM

TO: Chairman and Commissioners

FROM: General Manager

DATE: September 25, 2002

SUBJECT: Electrical Power Supply

Background

The Illinois Electric Service Customer Choice and Rate Relief Law, which was enacted in December 1997, provides customers with additional options with regard to electric power. The Law permits the Commission to choose whether an Illinois electric utility or an alternative retail electric supplier certified by the Illinois Commerce Commission (ICC) will supply its electric power. This electric power is required by Law to be delivered by Commonwealth Edison (ComEd).

In the Fall of 1999 the Commission solicited proposals from five potential energy providers. After reviewing these proposals, negotiations were held with NewEnergy. NewEnergy offered a nineteen-month term and approximate savings of just over 10% when compared to our then current electrical cost (pre-deregulation costs). The program offered by NewEnergy was the PPO (Power Purchase Option) Plus Savings Service. Resolution R-52-99 authorized this agreement.

In the Fall of 2000 NewEnergy suggested the Commission consider changing from the PPO Plus plan to a Fixed Price plan due to rising ComEd pricing. The Fixed Price plan provides a Peak (weekdays 9:00 AM to 10:00 PM) Fixed Cost and an Off-Peak (Weekdays 10:00 PM to 9:00 AM, weekends and holidays) Fixed Cost over and above ComEd's charges and taxes. Resolution R-6-01 approved the Fixed Price Agreement.

According to the Commission's consultant, SPI Energy Group, and based upon the Commission's historical energy consumption rate, the Commission expected to experience a savings of approximately 9.5% under the Fixed Price plan for 2002 when compared to pre-deregulated electrical costs. Unfortunately, with the

2002 recalculation of ComEd's Customer Transition Charge (CTC) approved by the ICC, the overall savings were considerably less than expected.*

Proposed Amendment

The current agreement with NewEnergy** expires on December 23, 2002. The following table shows the historic Fixed Price rates and the Fixed Price rate proposed by Constellation NewEnergy during the two-year extension.

Applicable Prices	On-Peak (weekdays 9:00 AM to 10:00 PM CPT) (dollars/kWh)	Off-Peak (weekdays 10:00 PM to 9:00 AM CPT, weekends and holidays) (dollars/kWh)	NTOU – Non Time of Use (dollars/kWh)
May 23, 2001 through January 25, 2002	\$0.06984	\$0.02438	\$0.04711
January 25, 2002 through December 23, 2002	\$0.06091	\$0.02457	\$0.04265
January 2003 through December 2004	\$0.03650	\$0.02200	\$0.02750

Expected savings during the two-year extension compared to the first 20 months of the existing contract are estimated to be approximately \$650,000.

Conclusion

This estimated savings of \$650,000 is predicated on a rate structure that will result from yet another recalculation of the CTC. The SPI Energy Group has informed us that the primary objective of this recalculation has been to standardize the methodology for determining the market value portion of their formula, thereby reducing significant swings in the CTC from year to year.

Therefore, staff recommends approval of Resolution R-37-02 authorizing the two-year extension with NewEnergy.

* The Commission was averaging \$200,000 in annual savings until 2002 when the recalculation of the CTC resulted in a loss of \$120,000.

** NewEnergy was purchased by the Constellation Energy Group and operates under the name "Constellation NewEnergy."



DuPage Water Commission

MEMORANDUM

TO: Chairman & Commissioners

FROM: General Manager

DATE: October 4, 2002

SUBJECT: Commissioner Compensation Information

The accompanying chart displays the results of a survey of water commission board member compensation around the state. It should be noted that the only water commission boards that receive compensation are in down state rural communities.

Information regarding DuPage County appointed boards and commissions has been requested. This information will be forwarded to you when it is received.

Drainage Water Commission
Boards and Commissions Compensation Survey

* - Retail Agency

Agency	Contact	Position	Board Meets	Pay	Benefits
Northwest Water Commission, Cook County, Illinois	John DuRocher	Finance Director	Monthly	None	None
Central Lake County Joint Action Water Agency, Lake County, Illinois	Burr Koepsel	Director of Operations	Monthly	None	None
Northwest Suburban Joint Action Water Agency, Cook County, Illinois	Joe Fennel	Executive Director	Quarterly	None	None
Clayton-Camp Point Water Commission, Adams County, Illinois	John Mc Mahon		Monthly	Chairman \$100, Commissioners \$50 per meeting Plus IRS mileage home to office	None
Camden-Littleton Water Commission, Schuyler County, Illinois *	James Blackburn	President	Monthly	\$10 per meeting	None
North Tazewell Water Service District, Tazewell County, Illinois *	Richard Wheeler	General Manager	Monthly	\$50 per meeting	None
Palmyra Modesto Water Commission, Macoupin County, Illinois	Larry Garst	Executive Officer	Monthly	\$83.33 per meeting	None



DuPage Water Commission

MEMORANDUM

TO: Chairman & Commissioners

FROM: General Manager

DATE: October 4, 2002

SUBJECT: Summary of Action Since Previous Meeting

1. Resolution R-38-02 ratifies the appointment of Commissioner Mueller as Vice Chairman and Commissioner Tenison as Clerk and Treasurer of the Commission. The duties and responsibilities of the Vice Chairman are delineated in Article III, Section 3, of the Commission's By-Laws. The Clerk/Treasurer duties and responsibilities are delineated in Article III, Sections 5 and 6.
2. Ordinance O-11-02, which appears on the Commission's agenda on first reading,* amends the Commission's By-Laws to provide eligible Commissioners with an annual compensation of \$600. Pursuant to the Water Commission Act of 1985, Commissioners who are employees or officials of the County or other units of local government within the County, including municipalities, are prohibited from receiving any compensation for serving as a Commissioner.
3. Attached is the status of passage of the intergovernmental agreement by the Charter Customer communities.

* Unless otherwise approved by a two-thirds majority vote, no amendment to the Commission's By-Laws may be passed at the same meeting at which it is initially considered. See Article XII, Section 2.

**Intergovernmental Agreement
Status of Passage**

Telephone No.	Community	Current Status
543-4100	Addison	Joe Block – September 16 agenda.
766-8200	Bensenville	
893-7000	Bloomingtondale	
665-7050	Carol Stream	Joe Breinig – Approved 9/16
323-3500	Clarendon Hills	
852-5000	Darien	
434-5500	Downers Grove	Rick Ginex – Anticipated passage October 3, 2002.
530-3000	Elmhurst	Tom Borchert – Expected to pass 9/16 or 10/7.
469-5000	Glen Ellyn	
260-6000	Glendale Heights	Linda Jackson – Anticipated passge October 3, 2002.
789-7000	Hinsdale	Bo Proczko – Anticipate passage in late October/early November
773-0835	Itasca	
271-4100	Lisle	
620-5700	Lombard	Bill Lichter. Will go to Village Board in October.
420-6044	Naperville	
990-3000	Oak Brook	
980-2000	Roselle	Robin Weaver – Village Board approved 9/9/02.
834-8500	Villa Park	
829-4400	Westmont	
260-2000	Wheaton	
323-8215	Willowbrook	Bernie Oglietti – 10/14/02 Agenda.
766-4900	Wood Dale	
719-4706	Woodridge	John Perry – 9/26/02 Agenda.



DuPage Water Commission

MEMORANDUM

TO: Chairman & Commissioners

FROM: General Manager

DATE: September 12, 2002

SUBJECT: Retirement Dinner

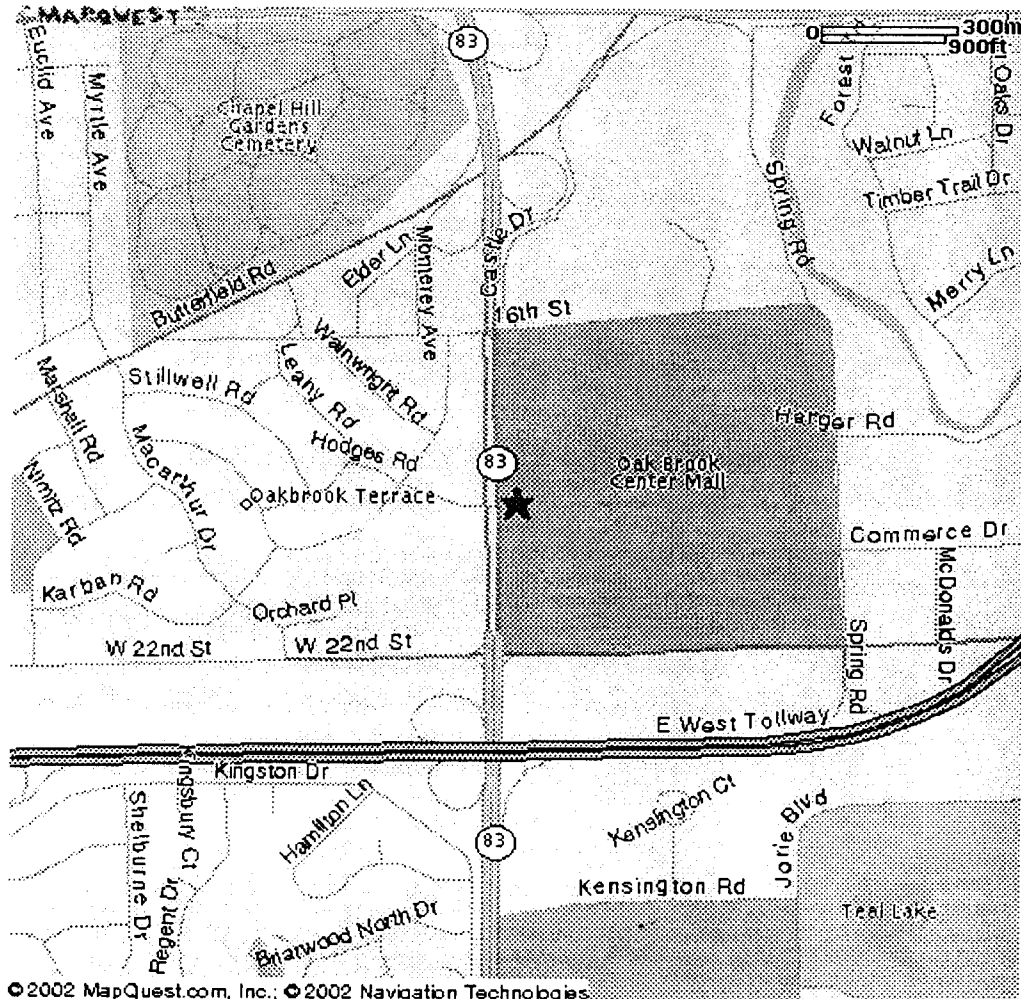
The retirement dinner honoring recently retired commissioners Alan Crane, Joe Devlin, Jim Liljegren and George Kouba will be held at Wildfire Oak Brook at 5:00 PM on Thursday October 10th prior to the Commission meeting. Wildfire is located at 232 Oak Brook Center, Oak Brook, IL (phone: 630-586-9000). Attached is a map showing the location of the restaurant.



232 Oakbrook Ctr
Oak Brook, IL
60523-1841, us

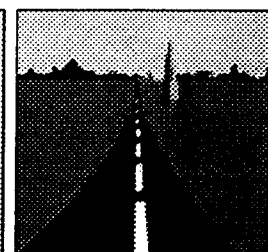
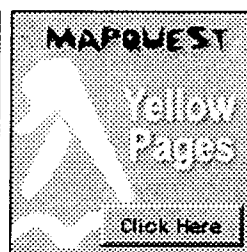
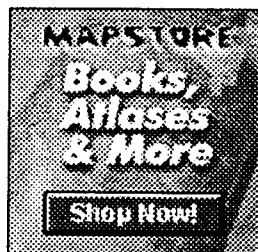
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DuPage Water Commission

MEMORANDUM

TO: Chairman & Commissioners

FROM: General Manager

DATE: October 4, 2002

SUBJECT: Summary of Action Since Previous Meeting

1. Resolution R-38-02 ratifies the appointment of Commissioner Mueller as Vice Chairman and Commissioner Tenison as Clerk and Treasurer of the Commission. The duties and responsibilities of the Vice Chairman are delineated in Article III, Section 3, of the Commission's By-Laws. The Clerk/Treasurer duties and responsibilities are delineated in Article III, Sections 5 and 6.
2. Ordinance O-11-02, which appears on the Commission's agenda on first reading,* amends the Commission's By-Laws to provide eligible Commissioners with an annual compensation of \$600. Pursuant to the Water Commission Act of 1985, Commissioners who are employees or officials of the County or other units of local government within the County, including municipalities, are prohibited from receiving any compensation for serving as a Commissioner.
3. Attached is the status of passage of the intergovernmental agreement by the Charter Customer communities.

* Unless otherwise approved by a two-thirds majority vote, no amendment to the Commission's By-Laws may be passed at the same meeting at which it is initially considered. See Article XII, Section 2.

**Intergovernmental Agreement
Status of Passage**

Telephone No.	Community	Current Status
543-4100	Addison	Joe Block – September 16 agenda.
766-8200	Bensenville	
893-7000	Bloomingtondale	
665-7050	Carol Stream	Joe Breinig – Approved 9/16
323-3500	Clarendon Hills	
852-5000	Darien	
434-5500	Downers Grove	Rick Ginex – Anticipated passage October 3, 2002.
530-3000	Elmhurst	Tom Borchert – Expected to pass 9/16 or 10/7.
469-5000	Glen Ellyn	
260-6000	Glendale Heights	Linda Jackson – Anticipated passge October 3, 2002.
789-7000	Hinsdale	Bo Proczko – Anticipate passage in late October/early November
773-0835	Itasca	
271-4100	Lisle	
620-5700	Lombard	Bill Lichter. Will go to Village Board in October.
420-6044	Naperville	
990-3000	Oak Brook	
980-2000	Roselle	Robin Weaver – Village Board approved 9/9/02.
834-8500	Villa Park	
829-4400	Westmont	
260-2000	Wheaton	
323-8215	Willowbrook	Bernie Oglietti – 10/14/02 Agenda.
766-4900	Wood Dale	
719-4706	Woodridge	John Perry – 9/26/02 Agenda.

DRAFT

DUPAGE WATER COMMISSION

ORDINANCE NO. O-11-02

AN ORDINANCE AMENDING THE
BY-LAWS OF THE DUPAGE WATER COMMISSION
(Amending Section 7 of Article II)

WHEREAS, the DuPage Water Commission (the "Commission") is a county water commission created and existing under the Water Commission Act of 1985, 70 ILCS 3720/1 et seq. (hereinafter referred to as the "Act"), and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135 et seq.; and

WHEREAS, the Act provides that each Commissioner, other than Commissioners who are members of governing boards or officers or employees of units of local government within DuPage County, may receive compensation of up to \$600 per year for serving as Commissioner; and

WHEREAS, Section 7 of Article II of the Commission's By-Laws currently prohibits Commissioners from receiving any compensation for serving as Commissioner other than reimbursement of expenses actually incurred in connection with Commission business; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission has determined that it is appropriate and in the best interests of the Commission to amend the Commission's By-Laws, as restated in Ordinance No. O-5-92 and amended by Ordinance Nos. O-1-93, O-1-94, O-14-94, O-10-99, and O-7-00, to compensate eligible Commissioners for their services as Commissioners;

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

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

SECTION TWO: Amendment. Section 7, entitled "Compensation," of Article II, entitled "Commission and Commissioners," of the Commission's By-Laws shall be, and it hereby is, amended in its entirety so that said Section 7 shall hereafter be and read as follows:

"Section 7. Compensation. Each Commissioner who is not a member of the governing board or an officer or employee of a unit of local government within DuPage County shall receive the sum of \$600 per year in compensation for his or her services as a Commissioner. In addition, each Commissioner may be reimbursed for actual expenses incurred in connection with Commission business."

Ordinance No. O-11-02

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

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2002.

Chairman

ATTEST:

Clerk

Board/Ordinances/O-11-02.doc

ACPA0210
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

10/10/02

a - Subject to submission of all contractually required documentation.

b - Subject to satisfactory completion of all DuPage Water Commission contract closeout procedures and requirements.

c - Construction items are coded with account numbers in the 7000 series.

d - Amount to be deducted from construction contract

VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
A.N.S.I., Inc.	31756	09/09/02	Window Washing DPPS: September 2002	WF-6622	210.00	210.00
ADT Security Services	28715498	10/01/02	Fire & Security Services: 10/01/02-12/31/02	WF-6622	94.41	94.41
Aerex Pest Control	571818	09/19/02	Exterminator: September 2002	WF-6622	45.00	45.00
AES NewEnergy, Inc.	0297187001	09/25/02	DPPS Electric Service: 08/22/02-09/23/02	WF-6612	208,136.89	208,136.89
Alternative Business Suppliers Incorporated	35128	09/30/02	Service Contract - 2 Copiers, Fax: 10/14/02-10/13/03	WF-6550	2,110.00	2,110.00
Alto U.S., Inc.	RI 1468154	09/12/02	Maintenance Supplies	WF-6622	768.38	768.38
Alvord, Burdick & Howson	62	09/30/02	Naperville Rd. to Diehl Rd.: 08/25/02-09/24/02	WF-7913	8,296.22	
Alvord, Burdick & Howson	62	09/30/02	Diehl Rd. to 75th: 08/25/02-09/24/02	WF-7913	22,901.66	
Alvord, Burdick & Howson	62	09/30/02	Butterfield Rd. to Prairie Path: 08/25/02-09/24/02	WF-7913	53,669.06	
Alvord, Burdick & Howson	234	09/30/02	72" Transmission Main Cath. Protect: 08/25/02-09/24/02	WF-7913	6,151.69	
Alvord, Burdick & Howson	2002-279	09/30/02	Schaumburg Emerg. Connt. Tsk Odr. #2: 08/25/02-09/24/02	WF-7915	10,000.00	
Alvord, Burdick & Howson	2002-280	09/30/02	Schaumburg Emerg. Connt. Tsk Odr. #2: 08/25/02-09/24/02	WF-7915	317.69 (a)	
Alvord, Burdick & Howson	2002-281	09/30/02	Blow-Off Valve Improvement Tsk Odr. #9: 08/25/02-09/24/02	WF-6389	597.01	
Alvord, Burdick & Howson	2002-282	09/30/02	GIS Utility Mapping Task Order # 10: 08/25/02-09/24/02	WF-6389	7,801.06	
Alvord, Burdick & Howson	2002-283	09/30/02	72" Along Rt. 83 (TIB-1) Task Order # 11: 08/25/02-09/24/02	WF-7913	12,355.34	
Alvord, Burdick & Howson	94 OT	09/30/02	Butterfield Rd. to Prairie Path - TW-2: 08/25/02-09/24/02	WF-7913	1,207.21	123,296.94
Ameritech	6308940725	09/04/02	Tank Site #1: 09/04/02-10/03/02	WF-6514	20.95	
Ameritech	6308340100	09/22/02	Service DPPS: 09/22/02-10/21/02	WF-6514	673.07	
Ameritech	7082096241	09/16/02	Backup Telemetry Serv: 09/16/02-10/15/02	WF-6514	714.96	1,408.98
AT&T	6308340100	08/25/02	Long Dist. Serv. DPPS: 07/25/02-08/25/02	WF-6514	304.12	304.12
Avalon Petroleum Company	367070	09/03/02	Gasoline	WF-6642	1,360.00	
Avalon Petroleum Company	382886	09/20/02	Gasoline	WF-6642	1,360.00	2,720.00

ACPA0210
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Basic Chemical Solutions LLC	S225145	08/30/02	Sodium Hypochlorite	WF-6613	3,330.00	
Basic Chemical Solutions LLC	S226843	09/17/02	Sodium Hypochlorite	WF-6613	2,250.00	5,580.00
Berland's House of Tools	319969	09/06/02	Maintenance Supplies	WF-6622	977.02	977.02
Burrows & Associates, Inc.	A809	08/22/02	Control Room Console	WF-6622	39,899.00	39,899.00
Chicago Engraving & Design Studios, Inc.	298	09/11/02	Plaque for Commissioner: Liljegren	WF-6590	75.00	75.00
Chicago Suburban Express, Inc.	476859	09/13/02	Shipping for Maintenance Supplies	WF-6622	50.03	50.03
Chicago Tribune	864444001	08/15/02	QR-6/02 Invitation to Bid	WF-6258	1,136.02	1,136.02
Chicago, City of: Dept. of Water	Ltr.	09/19/02	Electric Service: 07/02/02-08/01/02	WF-6611	120,767.99	120,767.99
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	10/01/02	Water Supply: 09/01/02-09/30/02	WF-1910	(711,190.11)	
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	10/01/02	Water Supply: 09/01/02-09/30/02	WF-6611	3,555,950.15	2,844,760.04
Commonwealth Edison	Various	09/30/02	CP Stations: 06/14/02-09/28/02	WF-6612	123.87	
Commonwealth Edison	Various	09/30/02	Meter Sta. Serv: 08/03/02-09/30/02	WF-6612	2,161.04	
Commonwealth Edison	Various	09/30/02	Remote Opr. Valves: 08/03/02-09/27/02	WF-6612	539.73	
Commonwealth Edison	Various	09/30/02	Tank Site Serv: 08/13/02-09/30/02	WF-6612	1,417.60	4,242.24
Connelly, GF Mechanical Contractors Inc.	5	09/24/02	Boiler Replacement: Partial Invoice No. 5	WF-6622	121,179.96 (a)	
Connelly, GF Mechanical Contractors Inc.	5	09/24/02	Boiler Replacement: Partial Invoice No. 5	WF-3520	(12,117.99) (a)	109,061.97
Divane Bros. Electric Co.	QRE1-003A	10/03/02	Replace Existing Breaker Panels	WF-6622	6,249.18 (a)	6,249.18
Dynex Industries, Inc.	68337	09/23/02	Switchgear Cleaning and Testing Service	WF-6622	8,840.00	8,840.00

ACPA0210
ACCOUNTS PAYABLE SPREADSHEET

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Dytron Electric Power	1676	09/12/02	PM Service on UPS System	WF-6399	400.00	400.00
Elmhurst Plaza Standard, Inc.	23049	09/13/02	Vehicle Maintenance: M-79697	WF-6641	2,539.55	
Elmhurst Plaza Standard, Inc.	23059	09/17/02	Vehicle Maintenance: M-66159	WF-6641	401.30	
Elmhurst Plaza Standard, Inc.	23123	09/26/02	Vehicle Maintenance: M-63638	WF-6641	59.95	
Elmhurst Plaza Standard, Inc.	16035	09/09/02	Diesel Fuel	WF-6642	10.50	3,011.30
Exelon Services, Inc.	145000670	09/06/02	Re-code Fire Alarm	WF-6622	291.00	291.00
Federal Express Corp.	4-388-90590	09/25/02	Messenger Service	WF-6532	215.42	215.42
First USA Bank, NA	311806002470	09/04/02	Replenish I-PASS Transponders: M-76785, M-82136	WF-6131	80.00	80.00
Flowserve FSD Corporation	M583085	09/10/02	Repairs to Mechanical Seal Pump #2	WF-6621	2,458.83	2,458.83
GE Supply	265-887207	09/06/02	Maintenance Supplies	WF-6622	95.03	
GE Supply	265-887208	09/09/02	Maintenance Supplies	WF-6622	165.63	260.66
Genco Industries, Inc.	MS-15	09/30/02	Cont. MS-15: Partial Invoice No. 1	WF-7100	48,868.50 (a)	
Genco Industries, Inc.	MS-15	09/30/02	Cont. MS-15: Partial Invoice No. 1	WF-1398	48,868.50 (a)	
Genco Industries, Inc.	MS-15	09/30/02	Cont. MS-15: Partial Invoice No. 1	WF-5900	(48,868.50) (a)	
Genco Industries, Inc.	MS-15	09/30/02	Cont. MS-15: Partial Invoice No. 1	WF-3520	(4,886.85) (a)	43,981.65
Grainger	156-223186-8	09/20/02	Maintenance Supplies	WF-6622	130.92	
Grainger	936-107894-3	09/17/02	Dehumidifiers	WF-6633	4,585.60	
Grainger	970-640739-3	09/11/02	Maintenance Supplies	WF-6622	36.50	4,753.02
Hach Company	3203013	09/26/02	Water Testing	WF-6614	1,094.18	
Hach Company	3203013	09/26/02	Maintenance Supplies	WF-6622	304.32	
Hach Company	3203013	09/26/02	SCADA/Instrumentation	WF-6624	323.29	1,721.79

ACPA0210
ACCOUNTS PAYABLE SPREADSHEET

MEETING OF

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Holland & Knight		09/19/02	Legal Services: August 2002	WF-7951	8,198.86	
Holland & Knight		09/19/02	Legal Services: August 2002	WF-6251	9,721.86	17,920.72
Home Depot	1020004	09/18/02	Maintenance Supplies	WF-6622	29.90	
Home Depot	3371297	09/06/02	Maintenance Supplies	WF-6622	89.76	119.66
HSQ Technology	5031	09/10/02	Repair RTU Board	WF-6624	807.00	
HSQ Technology	5059	09/27/02	SCADA Support Service: 09/01/02-09/30/02	WF-6624	450.00	1,257.00
Illinois Paper Company	564859	09/11/02	Office Supplies	WF-6521	65.00	
Illinois Paper Company	564936	09/11/02	Office Supplies	WF-6521	278.90	343.90
Illinois State Police		09/12/02	Radio Communication Service: Oct. - Dec. 2002	WF-6641	1,282.50	1,282.50
J.U.L.I.E.	08-02-0311	09/03/02	Utility Locates: August 2002	WF-6634	3,589.60	3,589.60
Kara Company, Inc.	130313	09/20/02	Utility Locate Marker	WF-6634	18.63	18.63
Kieft Brothers, Inc.	61236	09/17/02	Pipeline Supplies	WF-6637	33.90	33.90
Kovilic Construction Company	SS-3	09/30/02	Cont. SS-3: Partial Invoice No. 13	WF-7400	33,575.25 (a)	
Kovilic Construction Company	SS-3	09/30/02	Cont. SS-3: Partial Invoice No. 13	WF-3520	72,019.34 (a)	
Kovilic Construction Company	SS-3	09/30/02	Cont. SS-3: Partial Invoice No. 13	WF-3700	(16,132.50) (a)	
Kovilic Construction Company	SS-3	09/30/02	Cont. SS-3: Partial Invoice No. 13	WF-3700	14,467.50 (a)	
Kovilic Construction Company	SS-3	09/30/02	Cont. SS-3: Partial Invoice No. 13	WF-5900	(14,467.50) (a)	89,462.09
Kuhn, Harry W. Construction Co., Inc.	TW-1	09/26/02	Cont. TW-1: Partial Invoice No. 28	WF-7500	5,367.00 (a)	
Kuhn, Harry W. Construction Co., Inc.	TW-1	09/26/02	Cont. TW-1: Partial Invoice No. 28	WF-3520	(107.34) (a)	5,259.66
Legna Iron Works, Inc.	4218	08/30/02	Repairs to ComEd Entrance Gate	WF-6622	250.00	
Legna Iron Works, Inc.	4260	09/27/02	Repairs to Service Entrance Gate	WF-6622	250.00	500.00

ACPA0210
ACCOUNTS PAYABLE SPREADSHEET

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
McMaster-Carr Supply Company	60152164	09/13/02	Maintenance Supplies	WF-6622	435.37	
McMaster-Carr Supply Company	Various	09/30/02	Pipeline Supplies: September	WF-6637	2,876.24	3,311.61
Mel's Ace Hardware	01000859 76	09/11/02	Pipeline Repairs	WF-6631	35.05	
Mel's Ace Hardware	01001664 76	09/13/02	Maintenance Supplies: September	WF-6622	157.41	192.46
Menards - Hillside	84276	09/24/02	Maintenance Supplies	WF-6622	9.47	9.47
Microwave Data Systems Inc.	MDS 8967698	09/19/02	SCADA/Instrumentation	WF-6624	1,649.44	1,649.44
MK Battery	302483	09/09/02	12V Batteries	WF-6633	1,200.00	1,200.00
Naperville, City of	Various	09/30/02	Meter Sta. Service: 07/25/02-09/16/02	WF-6612	308.70	308.70
National City Bank of Indiana		09/18/02	Custodial Fees: August 2002	WF-6233	960.30	960.30
Neenah Foundry Company	23721	09/04/02	Replacement Blow Off Valve Frames & Lids	WF-6637	6,760.00	6,760.00
Nextel	648652511	09/13/02	Cellular Phone Serv.: 08/09/02-09/08/02	WF-6514	61.28	61.28
O'Malley Brothers Incorporated	22396	09/09/02	Insulate Process Piping at OBT Pump Station MS-17B	WF-7100	3,480.00 (d)	3,480.00
Pitney Bowes	491444	09/02/02	Office Supplies	WF-6521	43.44	
Pitney Bowes	5795233-SPO2	09/13/02	Postage Meter Rental: 06/30/02-09/30/02	WF-6550	330.00	373.44
Praxair Distribution Inc.	62294	08/30/02	Oxygen & Acetylene Cylinder Leases	WF-6622	162.00	162.00
Primera	13182	09/09/02	Heating System Engineering - Res. Eng.: 07/30/02-08/31/02	WF-6389	2,668.19	
Primera	13183	09/09/02	Heating System Engineering - Design: 07/30/02-08/31/02	WF-6389	840.00	3,508.19

ACPA0210
ACCOUNTS PAYABLE SPREADSHEET

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10/10/02

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Rossi Contractors, Inc.	BOV-1	09/27/02	Cont. BOV-1: Partial Invoice No. 3	WF-6631	232,234.80 (a)	
Rossi Contractors, Inc.	BOV-1	09/27/02	Cont. BOV-1: Partial Invoice No. 3	WF-3520	(23,223.48) (a)	
Rossi Contractors, Inc.	BOV-1	09/27/02	Cont. BOV-1: Partial Invoice No. 3	WF-3530	(2,100.00) (a)	206,911.32
Rossi Contractors, Inc.	TW-2	09/27/02	Cont. TW-2: Partial Invoice No. 26	WF-7500	754,683.75 (a)	
Rossi Contractors, Inc.	TW-2	09/27/02	Cont. TW-2: Partial Invoice No. 26	WF-1398	4,000.00 (a)	
Rossi Contractors, Inc.	TW-2	09/27/02	Cont. TW-2: Partial Invoice No. 26	WF-3520	(75,868.38) (a)	
Rossi Contractors, Inc.	TW-2	09/27/02	Cont. TW-2: Partial Invoice No. 26	WF-3530	(2,640.00) (a)	680,175.37
Royal Office Products	395656	09/06/02	Office Supplies	WF-6521	124.43	124.43
Seeco Consultants, Inc.	10468	09/20/02	Material Testing Services - TW-2: 08/18/02-09/15/02	WF-7962	13,301.00 (a)	
Seeco Consultants, Inc.	10468	09/20/02	Material Testing Services - BOV-1: 08/18/02-09/15/02	WF-7962	257.00 (a)	
Seeco Consultants, Inc.	10468	09/20/02	Material Testing Services - MS-15: 08/18/02-09/15/03	WF-7962	1,008.00 (a)	14,566.00
Sir Speedy	36662	09/05/02	Annual Reports - FY 2002	WF-6394	1,849.06	1,849.06
Sooper Lube	Various	09/30/02	Vehicle Maintenance: September	WF-6641	140.65	140.65
Specialty Mat Service	170887	09/09/02	Floor Mat Service: 09/09/02	WF-6622	57.25	
Specialty Mat Service	172411	09/23/02	Floor Mat Service: 09/23/02	WF-6622	57.25	114.50
SPI Energy Group		09/03/02	Renegotiation of Power Supply Contract: 08/01/02-08/31/02	WF-6389	1,537.50	
SPI Energy Group		10/01/02	Renegotiation of Power Supply Contract: 09/01/02-09/30/02	WF-6389	3,536.25	5,073.75
Thomas Pump Company, Inc.	R6581	09/10/02	Repairs to Pump #8	WF-6621	1,826.00	1,826.00
ThyssenKrupp Elevator Company	399302	09/01/02	Elevator Maintenance: 09/01/02-09/30/02	WF-6395	203.94	203.94
Total Facility Maintenance, Inc.	110747	10/01/02	DPPS Cleaning Services: October 2002	WF-6622	1,867.50	1,867.50

ACPA0210
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MEETING OF

10/10/02

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	INVOICE AMOUNT	VENDOR AMOUNT
Tree Towns Repro Service	649625	09/30/02	Blueprints: MS-15	WF-7914	15.00	15.00
US Automation LLC	879	08/29/02	Control Package, Motor, and Overload Relay for Actuators	WF-6633	1,666.66	
USAutomation LLC	883	09/23/02	EIM Actuator Motor	WF-6633	752.50	2,419.16
Verizon Wireless	6305692948	08/29/02	Cellular Phone Serv.: 08/29/02-09/28/02	WF-6514	89.47	
Verizon Wireless	6308462345	09/09/02	Cellular Phone Serv.: 09/09/02-10/08/02	WF-6514	85.03	
Verizon Wireless	6305692945	09/19/02	Cellular Phone Serv.: 09/19/02-10/18/02	WF-6514	62.59	
Verizon Wireless	7087104142	09/12/02	Cellular Phone Serv.: 09/12/02-10/11/02	WF-6514	65.92	303.01
Viking Office Products	335356	09/17/02	Office Supplies	WF-6521	117.44	117.44
Waste Management North	1362336-2008-9	09/05/02	Refuse Disposal	WF-6622	144.82	144.82
Xpect First Aid	343127992	09/18/02	First Aid Supplies	WF-6622	90.00	90.00
Total Accounts Payable						4,595,613.38



DuPage Water Commission

MEMORANDUM

TO: Chairman & Commissioners

FROM: General Manager

DATE: September 26, 2002

SUBJECT: General Committee Information

The following information was put together to assist the newly reconstituted committee in scheduling their routine business items along with an idea of the kinds of more-recurring items that have been assigned to each committee from time to time.

Administration Committee

A. Recurring Items

1. Review of specific subsequent customer agreements
2. Review and amendment of personnel manual
3. Review commission by-laws
4. Review of benefit package for employees
5. Annual review and performance evaluation of General Manager

B. Non-Recurring Items

1. Degradation of Commission facilities in West Avenue (due to blasting)
2. Service to DuPage County
3. Emergency interconnection facilities, terms of payment, and eligibility for emergency service
4. Population and service district surveys
5. Private use of Commission facilities
6. Liaison with DuPage Mayors & Managers

Engineering Committee

A. Recurring Items

1. Review progress payments
2. Review construction contract change orders
3. Review additional engineering service in monthly payment schedules

B. Non-Recurring Items

1. Review engineering agreements and amendments to engineering agreements presented by staff
2. Review changes to General Conditions and Contract Specifications
3. Review recommended routes for construction projects
4. Engineering and construction related public relation issues
5. Primary review of capital improvement programs
6. Evaluate construction conflicts
7. Recommend alternative construction practices and standards

Finance Committee**A. Recurring Items**

1. Review monthly Treasurer's Report
2. Review monthly Financial Statements
3. Review Accounts Payable
4. Review tri-annual cash and investment special reports
5. Review annual audited financial statements

B. Non-Recurring Items

1. Lead the review of the Management Budget
2. Review insurance issues
3. Review investment policies
6. Review financial policies
7. Review debt issuance policies
8. Review retention of finance related consultants

All Committees**A. Recurring Items**

1. Five Year Capital Improvement Plan (January)
2. Management Budget (February)

September 16, 2002

SEE ATTACHED LISTS

Dear :

Enclosed is the DuPage Water Commission's Annual Management Report of Operations for April 30, 2002. This report includes the discussion of significant operating and financial events for the fiscal year. It is issued as information in addition to the Annual Audited Financial Report sent to you previously.

If you have any questions regarding this report, please call me.

Very truly yours,

Richard H. Skiba, Jr.
Financial Administrator

/vpb
Enclosure

cc: Chairman and Commissioners
James J. Holzward, Gen. Mgr.

Accounting/Correspondence/ANNUAL REPORT TRANSMITTAL.DOC
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