



DuPage Water Commission

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

NOTICE IS HEREBY GIVEN THAT THE RESCHEDULED DECEMBER 2004 REGULAR MEETING OF THE DUPAGE WATER COMMISSION WILL BE HELD AT 10:30 A.M. ON THURSDAY, DECEMBER 9, 2004, AT ITS OFFICES LISTED BELOW. THE AGENDA FOR THE RESCHEDULED DECEMBER 2004 REGULAR MEETING IS AS FOLLOWS:

AGENDA

**DUPAGE WATER COMMISSION
THURSDAY, DECEMBER 9, 2004
10:30 A.M.**

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

I. Roll Call

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

II. Public Comments

III. Approval of Minutes

A. Regular Meeting of November 11, 2004

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

RECOMMENDED MOTION: To approve the Minutes of the November 11, 2004 Regular Meeting of the DuPage Water Commission (Voice Vote).

B. Executive Session Minutes of November 11, 2004

(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 11, 2004 Regular Meeting of the DuPage Water Commission (Voice Vote).

IV. Treasurer's Report – November 2004

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

RECOMMENDED MOTION: To accept the November 2004 Treasurer's Report (Voice Vote).

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

V. Committee Reports

A. Administration Committee

1. Report of 12/9/04 Meeting
2. Actions on Items Listed on 12/9/04 Administration Committee Agenda
 - Electronic Meeting Participation

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

RECOMMENDED MOTION: To allow Commissioner Benson to participate in the January 2005 and February 2005 Commission meetings by teleconference due to conflicting travel plans that were arranged prior to the Board's July 8th motion prohibiting such electronic participation (Voice Vote).

B. Engineering & Construction Committee

1. Report of 12/9/04 Meeting
2. Actions on Items Listed on 12/9/04 Engineering & Construction Committee Agenda

C. Finance Committee

1. Report of 12/9/04 Meeting
2. Actions on Items Listed on 12/9/04 Finance Committee Agenda

VI. Chairman's Report

VII. Omnibus Vote Requiring Majority Vote

- A. Resolution No. R-77-04: A Resolution Approving and Authorizing the Execution of a Master Electricity Supply Agreement with Constellation NewEnergy, Inc.

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

- B. Resolution No. R-79-04: A Resolution Expressing the Policy of the DuPage Water Commission Regarding the New Subsequent Customer Pricing Methodology

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

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

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

A. Resolution No. R-73-04: A Resolution Approving and Ratifying Certain Contract Change Orders at the December 9, 2004, DuPage Water Commission Meeting

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

B. Resolution No. R-74-04: A Resolution Approving and Ratifying Certain Work Authorization Orders under Quick Response Contract QR-6/02 at the December 9, 2004, DuPage Water Commission Meeting

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

C. Resolution No. R-75-04: A Resolution Approving and Authorizing the Execution of a Master Contract with Patrick Engineering, Inc. for Professional Engineering 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)

D. Resolution No. R-76-04: A Resolution Awarding Quick Response Electrical Contract (QRE-2/04)

(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)

E. Resolution No. R-78-04: A Resolution Approving a First Amendment to Task Order No. 3 Under the Master Engineering Agreement with Consoer Townsend Envirodyne Engineers, Inc.

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

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

IX. Old Business

- Summary of Action Taken Since Previous Meeting

X. New Business

A. Revolving Loan Program

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

RECOMMENDED MOTION: To direct staff to include funding for the Revolving Loan Program described in the General Manager's Memorandum dated November 12, 2004, in the FY 2005/06 budget (Voice Vote).

B. Purchase Order No. 8550 (GIS Software)

(TO SUSPEND PURCHASING PROCEDURES: 2/3 Majority of those Commissioners Present, provided there is a quorum—minimum 5)

(TO APPROVE: 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 suspend the purchasing procedures of the Commission's By-Laws and approve Purchase Order No. 8550 in the amount of \$31,100.00 to Environmental Systems Research (Roll Call).

XI. Accounts Payable

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

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$3,764,752.81 subject to submission of all contractually required documentation (Roll Call).

XII. Public Comments

XIII. Executive Session

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

RECOMMENDED MOTION: To go into Executive Session to discuss pending, probable or imminent litigation pursuant to 5 ILCS 120/2(c)(11) (Roll Call).

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

XIV. Adjournment

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

**MINUTES OF A MEETING OF THE
DuPAGE WATER COMMISSION
HELD ON THURSDAY, NOVEMBER 11, 2004
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Vondra at 7:35 P.M.

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

Commissioners absent: W. Murphy

Also in attendance: Treasurer R. Thorn, R. Martin, C. Pattelli, M. Crowley, C. Johnson, R. C. Bostick, E. Kazmierczak, T. McGhee, J. Schori, W. Green (Alvord Burdick & Howson), and K. Godden

PUBLIC COMMENTS

None

APPROVAL OF MINUTES

Commissioner Benson moved to approve the Minutes of the October 14, 2004 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Feltes moved to approve the Executive Session Minutes of the October 14, 2004 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

TREASURER'S REPORT

Treasurer Thorn presented the Treasurer's Report. The Treasurer's Report for the month of October 2004 showed receipts of \$8,742,519.94, disbursements of \$5,923,037.74, and a cash and investment balance of \$170,385,325.91.

Commissioner Chaplin moved to accept the October 2004 Treasurer's Report. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee – Report by Commissioner Hartwig

Commissioner Hartwig reported the Administration Committee had a lengthy discussion concerning customer well maintenance and the quality of well water. Commissioner

Minutes of the 11/11/04 Meeting

Mueller questioned why the Commission would consider undertaking customer responsibilities to maintain wells and well water quality. Though agreeing that safety and reliability of customer well water is not a Commission responsibility, the Committee felt the Commission should have an interest in working with the customers to ensure well reliability and well water quality.

Commissioner Vrdolyak arrived at 7:40 P.M.

Commissioner Hartwig moved to direct the General Manager to work with the customers to explore options to ensure the reliability and safety of the customers' back up well water supply. Seconded by Commissioner Wilcox and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Hartwig noted that, due to conflicting travel plans that were arranged prior to the Board's July 8th motion prohibiting electronic participation in Commission meetings, a special allowance for Commissioner Benson to be able to participate in the January 2005 and February 2005 Commission meetings by teleconference would be considered at the December Commission meeting.

Engineering Committee – Report by Commissioner Wilcox

Commissioner Wilcox reported the Engineering Committee reviewed and recommended approval of Resolution Nos. R-70-04 and R-71-04, both of which relate to an electric reliability assessment and benchmarking study to be performed before continuing with the proposed electrical generation project. Commissioner Wilcox advised the benchmarking study would be comprehensive, including an identification of the storage, generation, and multiple feed facilities that other water utilities similar in mission to the Commission have with respect to electrical reliability and on-site power generation. As a result, Commissioner Poole verified the storage facilities of these other water utilities and those of their customers would be considered and analyzed separately. It was also reported that the Committee reviewed and recommended approval of Purchase Order No. 8468 regarding "C" Factor testing.

Finance Committee – Report by Commissioner Poole

Commissioner Poole reported the Finance Committee reviewed the first quarter cash and investment review prepared by McGladrey & Pullen and would be discussing at the December Committee meeting whether there is a need to continue with such quarterly reviews. Commissioner Poole also reported the Committee reviewed and recommended the approval of Resolution No. R-68-04. A Resolution Appointing Authorized Broker/Dealers of Securities, noting the Committee asked the Financial Administrator to report at the December Committee meeting how the approved list of Broker/Dealers of Securities was initially created and is periodically updated. Commissioner Poole concluded his report by noting the Committee reviewed and

Minutes of the 11/11/04 Meeting

recommended approval of the Accounts Payable and had a lengthy discussion on the need for the Board to approve a five year capital improvement plan and to reduce any surpluses.

CHAIRMAN'S REPORT

Chairman Vondra confirmed that, between an 8:30 A.M. or a 10:30 A.M. start time for the December 9, 2004, Commission meetings, the Commissioners preferred the following:

8:30 A.M. Committee Meetings

9:00 A.M. Regular Commission Meeting

MAJORITY OMNIBUS VOTE AGENDA

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

Majority Omnibus Vote

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

Nays: None

Absent: W. Murphy

Item 1: Resolution No. R-65-04: A Resolution Directing Advertisement for Bids on a Contract for Quick Response Electrical Work (Contract QRE-2/04)—“Majority Omnibus Vote”

Item 2: Resolution No. R-68-04: A Resolution Appointing Authorized Broker/Dealers of Securities—“Majority Omnibus Vote”

Item 3: Resolution No. R-69-04: A Resolution Approving and Authorizing the Execution of an Agreement with the County of DuPage for the Loan of an EMnet Computer Workstation—“Majority Omnibus Vote”

SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA

Commissioner Ferraro moved to adopt the items listed on the Super/Special Majority Omnibus Vote Agenda in a single group pursuant to the Omnibus Vote Procedures. Seconded by Commissioner Feltes and unanimously approved by a Roll Call Vote:

Super/Special Majority Omnibus Vote

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

Nays: None

Absent: W. Murphy

Item 1: Resolution No. R-66-04: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-6/02 at the November 11, 2004, DuPage Water Commission Meeting—“Super/Special Majority Omnibus Vote”

Item 2: Resolution No. R-70-04: A Resolution Approving and Authorizing the Execution of a Second Amendment to the Contract for Evaluation, Design, and Bidding of Electrical Generation Supply Facilities at the DuPage Pump Station—“Super/Special Majority Omnibus Vote”

Item 3: Resolution No. R-71-04: A Resolution Approving and Authorizing the Execution of a Contract between the DuPage Water Commission and Consolidated Consulting Corporation for an Electric Reliability Assessment—“Super/Special Majority Omnibus Vote”

OLD BUSINESS

Commissioner Wilcox moved to adopt Resolution No. R-67-04: A Resolution Canceling Purchase Order No. 8428 in the Amount of \$41,439.00 to U.S. Filter Control Systems, Inc. and Approving in its place Purchase Order No. 8492 in the Amount of \$45,370.00 to B&W Controls Systems Integration, LLC. Seconded by Commissioner Zeilenga and unanimously approved by a Roll Call Vote:

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

Nays: None

Absent: W. Murphy

NEW BUSINESS

Commissioner Zeilenga moved to suspend the purchasing procedures of the Commission’s By-Laws and approve Purchase Order No. 8468 in the amount of \$35,200.00 to Severn Trent Services. Seconded by Commissioner Hartwig and approved by a Roll Call Vote:

Minutes of the 11/11/04 Meeting

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

Nays: W. Mueller

Absent: W. Murphy

ACCOUNTS PAYABLE

Commissioner Wilcox moved to approve the Accounts Payable in the amount of \$5,759,560.07 subject to submission of all contractually required documentation. Seconded by Commissioner Feltes and unanimously approved by a Roll Call Vote:

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

Nays: None

Absent: W. Murphy

PUBLIC COMMENTS

None

EXECUTIVE SESSION

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

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

Nays: None

Absent: W. Mueller

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

Commissioner Wilcox moved to come out of Executive Session at 8:30 P.M. Seconded by Commissioner Feltes and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Mathews moved to adopt Resolution No. R-72-04: A Resolution Approving and Authorizing the Execution of a Settlement Agreement with BP Products North America Inc. Related to Contract TIB-1/03 Utility Conflicts. Seconded by Commissioner Ferraro and approved by a Roll Call Vote:

Minutes of the 11/11/04 Meeting

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

Nays: None

Absent: W. Murphy

Abstain: M. Vondra

Commissioner Ferraro moved to authorize the General Manager to engage Moss and Bloomberg, Ltd. to initiate legal proceedings to recover amounts paid to West Shore Pipeline Company and other costs, expenses, and damages, including delay damages, incurred by the Commission arising out of conflicts between West Shore's facilities and the TIB-1/03 Inner Belt Transmission Main and to approve a settlement agreement with West Shore on substantially the same terms as approved by Resolution No. R-72-04, all subject to the discretion of the General Manager to determine whether or when the bests interests of the Commission require that such litigation be initiated or such settlement agreement be executed after taking into consideration the factors discussed in Executive Session. Seconded by Commissioner Feltes and unanimously approved by a Roll Call Vote.

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

Nays: None

Absent: W. Murphy

Commissioner Wilcox moved to adjourn the meeting at 8:40 P.M. Seconded by Commissioner Ferraro and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

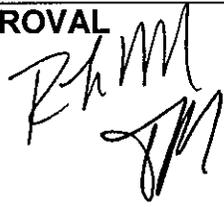
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DU PAGE WATER COMMISSION
WATER FUND
CASH BASIS GENERAL LEDGER
STATEMENT OF REVENUES & EXPENDITURES
November 30, 2004

REVENUE	CURRENT MONTH			YEAR-TO-DATE		
	ACTUAL FY 2005	ACTUAL FY 2004	INCR. - (DECR.)	ACTUAL FY 2005	ACTUAL FY 2004	INCR. - (DECR.)
BOND ISSUE PROCEEDS	0.00	0.00	0.00	0.00	145,211,098.56	(145,211,098.56)
WATER SALES	3,518,513.30	3,444,591.91	73,921.39	30,934,619.90	32,708,732.81	(1,774,112.91)
SALES TAXES	2,943,215.85	2,590,691.75	352,524.10	19,190,051.09	18,289,994.36	900,056.73
INVESTMENT INCOME	173,049.03	547,387.11	(374,338.08)	868,168.19	3,053,397.40	(2,185,229.21)
OTHER INCOME	507.20	95.00	412.20	109,403.92	178,264.21	(68,860.29)
TOTAL REVENUE	6,635,285.38	6,582,765.77	52,519.61	51,102,243.10	199,441,487.34	(148,339,244.24)
EXPENSES						
PERSONAL SERVICES	211,004.74	396,505.09	(185,500.35)	1,546,298.99	3,199,791.85	(1,653,492.86)
PROFESSIONAL SERVICES	2,871.18	21,803.34	(18,932.16)	146,075.65	258,259.95	(112,184.30)
CONTRACTUAL SERVICES	130,331.04	139,114.45	(8,783.41)	448,615.19	356,289.07	92,326.12
INSURANCE	700,605.00	640,130.20	60,474.80	728,235.00	915,917.20	(187,682.20)
ADMINISTRATIVE COSTS	11,001.53	8,714.33	2,287.20	73,903.28	58,979.77	14,923.51
WATER SUPPLY COSTS	3,530,514.84	3,430,378.51	100,136.33	24,498,730.69	24,509,733.95	(11,003.26)
BOND PRINCIPAL & INTEREST	3,203,968.75	443,083.42	2,760,885.33	19,427,922.53	168,137,711.97	(148,709,789.44)
LAND AND RIGHT OF WAY	0.00	0.00	0.00	500.00	2,995.00	(2,495.00)
CAPITAL OUTLAY	154.84	0.00	154.84	76,656.03	6,452.31	70,203.72
TOTAL OPERATING EXPENSES	7,790,451.92	5,079,729.34	2,710,722.58	46,946,937.36	197,446,131.07	(150,499,193.71)
CONSTRUCTION EXPENDITURES (NOTE 1)	(106,073.66)	174,828.79	(280,902.45)	8,800,279.43	2,486,028.93	6,314,250.50
TRANSFERS TO OTHER GOVERNMENTS	0.00	100,000.00	(100,000.00)	16,250,000.00	15,600,000.00	650,000.00
TOTAL EXPENSES	7,684,378.26	5,354,558.13	2,329,820.13	71,997,216.79	215,532,160.00	(143,534,943.21)
NET FUND TRANSACTIONS	(1,049,092.88)	1,228,207.64	(2,277,300.52)	(20,894,973.69)	(16,090,672.66)	(4,804,301.03)
BEGINNING BALANCE				190,231,206.72	203,356,754.24	(13,125,547.52)
ENDING BALANCE				169,336,233.03	187,266,081.58	(17,929,848.55)
FUNDS CONSIST OF:						
PETTY CASH				800.00	500.00	300.00
CASH AT BANK ONE				1,297.51	15,548.18	(14,250.67)
CASH AT OAK BROOK BANK LOCK BOX				249,126.41	199,711.53	49,414.88
CASH AT VILLA PARK TRUST & SAVINGS				3,378.85	3,550.99	(172.14)
TOTAL CASH	November 30, 2004	November 30, 2003	% CHANGE	254,602.77	219,310.70	35,292.07
ILLINOIS FUNDS MONEY MARKET	11.1%	14.4%	-42.3%	18,804,656.58	32,602,177.56	(13,797,520.98)
ILLINOIS FUNDS PRIME FUND	33.5%	9.0%	111.7%	56,575,108.02	26,720,607.08	29,854,500.94
GOVERNMENT MONEY MARKET FUNDS	0.0%	0.0%	193.3%	24,942.52	8,504.65	16,437.87
U. S. TREASURY INVESTMENTS	9.7%	35.7%	-56.3%	16,351,223.14	37,444,314.45	(21,093,091.31)
U. S. AGENCY INVESTMENTS	30.0%	27.4%	-22.1%	50,825,700.00	65,271,187.14	(14,445,487.14)
CERTIFICATES OF DEPOSIT	15.7%	13.5%	6.0%	26,500,000.00	25,000,000.00	1,500,000.00
TOTAL INVESTMENTS	100.0%	100.0%	-9.6%	169,081,630.26	187,046,770.88	(17,965,140.62)
TOTAL FUNDS				169,336,233.03	187,266,081.58	(17,929,848.55)

NOTE 1 - NEGATIVE AMOUNT DUE TO VOIDING OF PRIOR MONTH PAYMENTS

REQUEST FOR BOARD ACTION

AGENDA SECTION Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT Operations
ITEM A Resolution Approving and Authorizing the Execution of a Master Electricity Supply Agreement with Constellation NewEnergy, Inc. Resolution No. R-77-04	APPROVAL 
<p>Account Number: WF-6612</p> <p>The Illinois Electric 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. As a result of the Law, the Commission retained the services of the consulting firm of SPI Energy Group (SPI) to evaluate the Commission's energy needs to determine whether the Commission's energy costs could be reduced by choosing a different supplier of electric power as allowed under the Law. SPI is also the Commission's Illinois electric market consultant designated pursuant to Resolution No. R-73-00.</p> <p>In the first year allowed by the Law, the Commission, with the assistance of SPI, evaluated proposals received from five potential electric power suppliers and entered into an agreement with NewEnergy Midwest, L.L.C. (now known as Constellation NewEnergy), which agreement has been renewed twice and expires on December 23, 2004. This time, and again with the assistance of SPI, the Commission evaluated proposals received from three potential electric power suppliers (Constellation NewEnergy, Exelon Energy and Mid American Energy Co.) and negotiated a Master Electricity Supply Agreement with Constellation NewEnergy, the most favorably ranked supplier. The Master Electric Supply Agreement has a term of two years, which coincides with the end of the electric market transition in Illinois and with the Commission's proposed electric generation coming on-line.</p> <p>The Illinois electric market has been, and continues to be, highly volatile, and at historically high price levels. As a result, fixed pricing options for terms of one month, three months, five months, one year, and two-years will be obtained on December 6, 2004. Staff's recommendation will be provided at the December 9, 2004, meeting, but cost savings are estimated to be in the range of 5 to 10% compared to ComEd pricing. If the recommended pricing is for less than the full two-year term, Staff will then expect to take advantage of future lower electric market pricing to fill out the two years and increase the savings to the Commission.</p>	
<p>MOTION: To approve Resolution No. R-77-04.</p>	

DUPAGE WATER COMMISSION

RESOLUTION NO. R-77-04

A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A MASTER ELECTRICITY SUPPLY AGREEMENT
WITH CONSTELLATION NEWENERGY, INC.

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq., and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, the 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, as extended pursuant to Resolution No. R-37-02, 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, 2004; and

WHEREAS, with the assistance of SPI Energy Group, the Commission's Illinois electric market consultant, the Commission evaluated proposals received from three

Resolution No. R-77-04

potential electric power suppliers and negotiated a Master Electricity Supply Agreement with the existing alternative retail electrical supplier, the most favorably ranked supplier;

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

Resolution No. R-77-04

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2004.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-77-04.doc

Exhibit 1

Master Electricity Supply Agreement

«CoName» ("Customer"), and Constellation NewEnergy, Inc. ("NewEnergy"), a Delaware corporation, enter into this Master Electricity Supply Agreement, which includes the attached General Terms and Conditions (the "Master Electricity Supply Agreement") as of the later date set forth under the Parties' signatures below (the "Effective Date"). NewEnergy and Customer are sometimes referred to individually as a "Party" and collectively as the "Parties." This Master Electricity Supply Agreement is intended to govern transactions for the purchase and sale of electricity and related services to be entered into between the Parties from time to time and shall be evidenced by separate pricing schedule(s) between the Parties (each, a "Pricing Schedule"), the general form of which is attached as Schedule A. Each Pricing Schedule shall set forth certain commercial and other terms for the purchase and sale of electricity, and following execution and delivery by both Parties shall become effective and be subject to this Master Electricity Supply Agreement. Any conflict between the Pricing Schedule and the Master Electricity Supply Agreement will be resolved in favor of the Pricing Schedule. The Pricing Schedule(s) along with this Master Electricity Supply Agreement are sometimes herein collectively referred to as the "Agreement". The Parties agree as follows:

1. ELECTRICITY SUPPLY. NewEnergy shall supply, and Customer shall purchase, on an exclusive basis, Customer's full requirements for electricity for the Account(s) identified in the Pricing Schedule(s) for the term set forth on such Pricing Schedule(s). The Pricing Schedule(s) shall also specify services, including without limitation scheduling coordination and transmission and ancillary services, provided by NewEnergy in connection with the supply of electricity to Customer. Consistent with applicable Law, NewEnergy, in its sole discretion, is authorized to select on behalf of Customer such sources of electric generation as it deems appropriate for the Accounts. NewEnergy shall deliver the electricity to the Delivery Point(s), at which point title shall transfer to Customer.

2. INFORMATION AND AUTHORIZATION. Customer shall designate NewEnergy to the Utility and/or ISO, as appropriate, as an authorized recipient of Customer's current and historical energy billing and usage data. Customer authorizes NewEnergy to take such actions it deems necessary to enroll the Account(s) with the Utility and/or ISO as Accounts to be served by NewEnergy and otherwise meet its obligations under this Agreement, including executing on Customer's behalf any documents necessary to effectuate any such election. Customer shall take any actions and execute any documents as NewEnergy shall reasonably request in this regard. Customer shall also provide to NewEnergy, at minimum, the following information: Customer's Utility account number and meter number(s), meter read data, rate class, electric usage, Customer's formal legal name, address(es), telephone number, facsimile number, and other information as NewEnergy may reasonably require from time to time consistent with applicable Law, including without limitation, facility descriptions, operation information, and other information regarding the Account(s). **Furthermore, Customer shall promptly notify NewEnergy in writing of any changes when it becomes aware of these changes in any of the foregoing information, including without limitation (i) any change to the name associated with the Account(s); (ii) any expected material change in the volume or pattern of use, including the closing of an Account for any reason; (iii) the replacement of an Account Number with a new number; and (iv) an assignment by the Utility and/or ISO of a new Account Number to any existing service addresses of Customer listed in a Pricing Schedule.**

3. INVOICING AND PAYMENT. For electric energy supplied under this Agreement, Customer shall pay the NewEnergy Electricity Charge. In addition to the NewEnergy Electricity Charge, Customer shall pay all such other amounts related to the purchase and delivery of electricity, which, unless specifically provided for otherwise in a Pricing Schedule, shall include amounts for (i) Taxes related to the NewEnergy Electricity Charge and (ii) Delivery Charges and related Taxes. Invoices issued by NewEnergy will be sent to Customer in accordance with NewEnergy's normal billing cycle. Each billing statement sent to Customer shall also be subject to adjustment for errors in arithmetic, computation, meter readings or other errors. Invoices provided by NewEnergy, whether during the term of this Agreement or thereafter, shall be due and payable on the date of such invoice without offset or reduction of any kind. Customer shall make payments to the address set forth on the Pricing Schedule(s). If NewEnergy does not receive payment on or before the Payment Date, NewEnergy shall have the right to assess and collect from Customer a Late Payment Charge (which shall be specified in the Pricing Schedule).

4. TERM. The Master Electricity Supply Agreement will commence on the Effective Date and, unless terminated earlier as otherwise provided in this Agreement, will continue until terminated by either Party upon 30 days written notice to the other. If at the time of such termination notice any Pricing Schedule(s) are in effect, such termination will not become effective as to any such Pricing Schedule until its expiration, which shall continue to be governed by the terms and conditions of this Master Electricity Supply Agreement. 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. In no case will this Agreement or any Pricing Schedule become effective until the term of any then-existing Fixed Price Service Agreement and applicable Schedule A expire.

5. ACCEPTANCE. *This Master Electricity Supply Agreement and any Pricing Schedule(s) shall not be binding or enforceable against NewEnergy unless and until signed by an authorized representative of NewEnergy.*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the respective dates set forth below.

Constellation NewEnergy, Inc.

By: _____
Name: _____
Title: _____
Date: _____

Customer: «CoName»

By: _____
Name: _____
Title: _____
Date: _____

General Terms and Conditions for Electricity Supply

T1. **Definitions.** All capitalized terms have the meanings set forth below, in the Pricing Schedules, or defined elsewhere in the Agreement.

“**Accounts**” means those account(s) listed in the Pricing Schedule(s) which are to be supplied with electricity by NewEnergy under this Agreement.

“**Affiliate**” of a Party means any person or entity controlled by, that controls, or that is under common control with, such Party. The term “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Party, whether through the ownership of voting securities, by contract, or otherwise.

“**Delivery Charges**” mean those amounts payable (including Taxes and surcharges) by Customer for services provided by the Utility, ISO or other third parties.

“**Governing Jurisdiction**” means with respect to each Account, the State in which such Account is located; provided that the governing jurisdiction shall be deemed to be the State of Illinois if the matter at issue involves Accounts or matters in more than one state.

“**ISO**” means the independent system operator or regional transmission organization identified on the Pricing Schedule(s), or any successor or replacement entity or other entity, public or private, administering transmission reliability and control of the electricity grid.

“**Law**” means with respect to the Accounts, any Illinois law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO operating guideline or protocol, Utility or ISO tariff, or rule of the Illinois Commerce Commission, and the like.

“**NewEnergy Electricity Charge**” means the product of the fixed or variable price for electricity as set forth in the Pricing Schedule(s) for each Account multiplied by the Customer’s kilowatt-hour (kWh) usage during the applicable period.

“**Notice Period**” shall have the meaning set forth in the Pricing Schedule(s).

“**Payment Date**” shall have the meaning set forth in the Pricing Schedule(s).

“**Taxes**” mean all applicable federal, state, municipal and other taxes, duties, fees, levies, premiums or any other charges imposed by any governmental authority, whether direct or indirect, together with all interest, penalties or other additional amounts imposed in respect thereof including without limitation, those levied on or measured by, or referred to as sales, consumption, goods and services, use, value added, excise, stamp, withholding or surtaxes.

“**Utility**” means the local electricity distribution company owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Account(s).

T2.1. **Creditworthiness.** Customer authorizes NewEnergy to review Customer’s credit history from time to time and agrees to provide NewEnergy with commercially reasonable credit arrangements upon written request with an explanation for the request in an amount not to exceed sixty (60) days of estimated amounts due under this Agreement. Continued supply of electricity under this Agreement is contingent upon NewEnergy’s determination, in its sole discretion, that Customer is creditworthy. If at any time during the term of this Agreement NewEnergy determines that Customer’s credit is unsatisfactory, or Customer has experienced any significant adverse change in its financial condition, as evidenced by the Customer having made more than two consecutive late payments during the Term or three or more late payments within any twelve month period, NewEnergy will have the right to require that Customer post security or make other credit arrangements satisfactory to NewEnergy (which may include without limitation, making a cash deposit, posting a letter of credit at a financially sound bank or other financial institution, or prepaying NewEnergy for electricity supplied under this Agreement) to ensure prompt payment by Customer of amounts owed or otherwise payable under this Agreement. Customer will provide the requested security or credit arrangements within 8 business days of NewEnergy’s request. NewEnergy may immediately terminate this Agreement or suspend service for Customer’s noncompliance with this Section.

T2.2. **Default.** An “Event of Default” means any one of the following: (a) Customer’s failure to make, when due, any payment required under this Agreement if not paid within the Notice Period; or (b) any representation or warranty made by a Party in this Agreement proves to have been false or misleading in any material respect when made, if not cured within 5 business days after written notice from the other Party; or (c) Customer fails to provide additional security or credit arrangements as provided in this Agreement; or (d) except to the extent excused by Force Majeure, the failure by a Party to perform any material obligation set forth in this Agreement (other than the events that are otherwise specifically covered as a separate Event of Default hereunder) where, in circumstances such failure is curable, it is not cured within 20 business days after receipt of written notice thereof; or (e) a Party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed for it or any substantial portion of its property or assets (iii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it and such petition is not withdrawn or dismissed for 20 business days after such filing; (iv) otherwise becomes bankrupt or insolvent (however evidenced); or (v) is unable to pay its debts as they fall due.

T2.3. **Remedies upon Default.**

(a) If an Event of Default occurs with respect to a Party (the “Defaulting Party”), the other Party (the “Non-Defaulting Party”) may, in its discretion, at any time, terminate this Agreement in whole or solely with respect to those Accounts adversely affected by such Event of Default, as a result of such default upon written notice to the Defaulting Party setting forth the effective date of termination (the “Early Termination Date”). If this Agreement is terminated, in whole or in part, pursuant to this Section, the Non-Defaulting Party will in good faith calculate a termination payment as set forth below, and the Defaulting Party shall pay such amount following receipt of notice of such amount as provided herein. The Parties acknowledge and agree that any termination payment under this Agreement constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect.

(b) If Customer terminates this Agreement, in whole or in part, upon the default of NewEnergy, NewEnergy will pay Customer the following early termination payment: [Market Value plus Costs] minus Contract Value, so long as the Market Value plus Costs is greater than the Contract Value.

(c) If NewEnergy terminates this Agreement, in whole or in part, upon the default of Customer, Customer will pay NewEnergy the following early termination payment: [Contract Value plus Costs] minus Market Value, so long as the Contract Value plus Costs is greater than the Market Value.

(d) For purposes of this Section, “**Contract Value**” means the NewEnergy Electricity Charge for the Remaining Anticipated Usage. “**Market Value**” means the amount, as determined by the Non-Defaulting Party as of the Early Termination Date, a bona fide third party would pay for the Remaining Anticipated Usage at current market prices. In determining “Market Value”, the Non-Defaulting Party may consider, among other things, quotations from leading dealers in the wholesale energy industry, the Non-Defaulting Party’s internally developed forward price valuations, and other bona fide offers from either third parties or Affiliates of the Non-Defaulting Party, all as commercially available to the Non-Defaulting Party and adjusted for the length of the Remaining Term and differences in transmissions costs, volume, and other factors, as the Non-Defaulting Party reasonably determines. “**Costs**” mean brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by, or on behalf of, the Non-Defaulting Party in terminating, liquidating, or obtaining any arrangement pursuant to which it has hedged its obligations, and attorneys’ fees, expenses and costs, if any, incurred in connection with enforcing its rights under this Agreement. “**Remaining Anticipated Usage**” means the amount of electricity (in kWh) either set forth on the Pricing Schedule(s) to be used during the remaining term of the Agreement had it not been terminated early (“**Remaining Term**”), or if no such amounts are set forth on the Pricing Schedule(s), then the actual amount of electricity (in kWh) used

by each Account covered by the termination for those months (whether in whole or in part) in the immediately preceding year corresponding to the same months (whether in whole or in part) falling within the current or future years of the Remaining Term (with the Non-Defaulting Party using reasonable estimates for new Accounts that did not receive electricity in the prior year period or for Accounts that clearly would use more or less electricity than in the corresponding period a year earlier).

T2.4 Certain Rights after Termination or Expiration. Following termination or expiration of this Agreement (whether in whole or in part), Customer will cooperate with NewEnergy in its efforts to cease providing service to Customer after termination or expiration of this Agreement.

T2.5 Customer's Right to Terminate. Customer may terminate service under this Agreement in the event NewEnergy fails to cure a material default in its obligations under this Agreement after written notice by Customer of its desire to terminate this Agreement has been received by NewEnergy. For purposes hereof, a material default shall mean Customer's failure to receive electric power and energy at its Account(s) as a direct result of NewEnergy's failure to procure electricity or coordinate scheduling, transmission or ancillary services or imbalance services on behalf of Customer pursuant to the terms of this Agreement. NewEnergy shall have not more than forty-eight (48) hours to cure such default. If a new Law shall be enacted, or there shall occur any revisions in, implementation of, amendments to, or interpretations of any Law, in either circumstance affecting approved or anticipated rates, tariffs, Taxes, charges, fees, assessments, or other costs relating to the licensing, marketing, supply, generation, transmission or distribution of electric power and/or energy that could adversely affect the anticipated economic return to NewEnergy under this Agreement, unless Customer shall terminate this Agreement as provided below NewEnergy shall have the right to adjust upward the amounts payable by Customer under this Agreement to take account of such adverse economic consequences (a "Change in Law Adjustment"). **Customer may terminate this Agreement, upon written notice to NewEnergy no later than 30 days following receipt of written notice from NewEnergy of the effective date of a proposed Change in Law Adjustment.** If Customer does not terminate this Agreement within that 30 day period, Customer shall be conclusively deemed to have accepted such adjustment and liable for such.

T2.6. Representations and Warranties.

(a) Mutual Representations and Warranties. Each Party warrants and represents to the other the following: (1) it is duly organized, validly operating and in good standing under the laws of the jurisdiction of its formation; (2) it is authorized and qualified to do business in the jurisdictions necessary to perform under this Agreement; (3) the execution, delivery and performance of this Agreement are duly authorized and do not violate any governing documents or any contracts to which it is a party or any laws, rules or regulations applicable to it; (4) there is no existing agreement(s) which would impair that Party's right, authority or ability to execute this Agreement and otherwise consummate the transactions contemplated by this Agreement; and (5) it has knowledge and experience that enable it to evaluate the merits and risks associated with this Agreement.

(b) Additional Representations, Warranties and Covenants of Customer. Customer warrants, represents and covenants that: (1) the data given and representations made concerning its Accounts are true and correct; (2) Customer is entering into this Agreement to purchase its electric energy requirements only; and that the electric energy purchased under this Agreement will be consumed at the facilities to which the Accounts relate, and Customer will not resell such electric energy to any third party (with the sole exception of Customer tenants or lessees in the ordinary course of Customer's business); and (3) Customer is the party of record of the Accounts, or if it is not the party of record, it has the authority to enter into and bind its principal to this Agreement. If requested, Customer will provide NewEnergy written proof of such authority.

T2.7. Force Majeure. "Force Majeure" means an event that is not within the reasonable control of the Party claiming Force Majeure ("Claiming Party"), and that by the exercise of due diligence, the Claiming Party is unable to overcome in a commercially reasonable manner, and such event will not be deemed a breach or default under this Agreement. Force Majeure includes, but is not limited to, acts of God; fire; war; terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; curtailment, disruption or interruption of distribution, transmission, or supply; declaration of emergency by the Utility or ISO; regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; or any act or omission of a third party not under the control of the Claiming Party (including without limitation the Utility or ISO). Notwithstanding any other provision of this Agreement, where a Party is unable to carry out any obligation under this Agreement due to a Force Majeure event (other than a payment obligation, which will not be excused for Force Majeure), this Agreement will remain in effect but such obligation will be suspended for the period necessary as a result of the Force Majeure, provided that: **(i) to the extent reasonably possible, the Claiming Party gives the other Party prompt notice and followed in writing 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 Force Majeure; (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 Claiming Party uses commercially reasonable efforts to remedy its inability to perform. If the Force Majeure continues for a period in excess of 30 days (an "Extended Force Majeure Event"), the performing Party will have the right to terminate this Agreement with respect to those Accounts adversely affected by the Force Majeure by providing the Claiming Party written notice not less than 15 days after the end of the Extended Force Majeure Event and termination will not be made prior to 45 days after notice is given, unless both Parties agree to a different termination schedule.** Changes in wholesale energy market prices or economic conditions will not constitute a Force Majeure event.

T2.8. Indemnification. At and after the point at which Customer takes delivery, Customer agrees to defend, indemnify and hold harmless NewEnergy and all its Affiliates, and all of their respective officers, directors, shareholders, associates, employees, agents, representatives, successors and assigns (collectively including NewEnergy referred to as the "NewEnergy Parties") from and against all claims, losses, expenses (including attorneys' fees and court costs), damages, demands, judgments, causes of action or suits (collectively, "Claims") of any kind, including but not limited to, Claims for personal injury, death, or property damage, arising out of or related to this Agreement. Before and prior to the point at which Customer takes delivery, NewEnergy agrees to defend, indemnify and hold harmless Customer and all of its respective officers, directors, associates, employees, agents, representatives, successors and assigns (collectively referred to as "DuPage Water Commission Parties") from and against all claims, losses, expenses (including attorney's fees and court costs), damages, demands, judgments, causes of action or suits (collectively, "Claims") of any kind arising solely out of or related to the services provided by NewEnergy under this Agreement, including but not limited to, claims for personal injury, death, or property damage.

T2.9. Certain Limitations.

(a) Limitations of Liability. Notwithstanding any other provision of this Agreement to the contrary, the entire liability of the NewEnergy Parties for any and all Claims of any kind arising from or relating to this Agreement, including any causes of action in contract, tort, strict liability or otherwise, will not exceed the full amount due from Customer for the NewEnergy Electricity Charge under its largest monthly invoice during Customer's first twelve (12) Utility billing cycles under this Agreement and will be limited to direct actual damages only, subject in all cases to an affirmative obligation on the part of the Customer to mitigate its damages. Furthermore, in no event will the NewEnergy Parties 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. 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 Utility.

(b) **Utility/ISO Services.** Customer acknowledges and agrees that the Utility and ISO are exclusively responsible for the electricity delivery system and all interruptions in the delivery of service and that NewEnergy exercises no independent control over the Utility's facilities or the ISO-controlled grid necessary for the delivery of electricity. As such, Customer disclaims any and all right to damages from NewEnergy arising from any interruption in electric service caused in whole or in part by interruption, termination or deterioration of service on the Utility's system or on the ISO-controlled grid. At and after the Delivery Point(s), Customer will be responsible for all distribution and transmission charges, including congestion and ancillary costs, if any, assessed by the Utility, the ISO, or any third party. Furthermore, NewEnergy is not responsible for providing services related to the maintenance and operation of the Utility's electricity delivery system, services regarding Customer's consumption of electricity, or other services which are provided by the Utility or third parties. NewEnergy will have no liability for any act or omission of the Utility, the ISO, or any third party, and Customer understands and agrees that it shall be solely responsible for all amounts due to the Utility or third parties for these and other services.

(c) **Setoff/Netting.** NewEnergy shall have the right to set-off and net against any amounts owed to it by Customer under this Agreement, **including without limitation any early termination payment**, any of the following amounts: (i) monies owed to Customer under this Agreement or under any other agreement between NewEnergy or any of NewEnergy's Affiliates, on the one hand, and Customer or any of Customer's Affiliates and (ii) any collateral or other financial assurance provided by Customer to NewEnergy under this Agreement.

T2.10. DISCLAIMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND NEWENERGY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

T2.11. Waiver and Severability. *Failure to provide notice of, or object to, any default under this Agreement will not operate or be construed as a waiver of any future default, whether like or different in character.* If any portion of this Agreement, or application thereof to any person or circumstance, is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out the mutual intent of the Parties as expressed in this Agreement to the fullest extent permitted by applicable Law.

T2.12. Assignment. 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. NewEnergy may assign, sell, pledge, transfer, or encumber any of its rights and obligations under this Agreement or the accounts, revenues, or proceeds hereof to: (A) a bank, insurer, or other financial institution; provided, however, that if NewEnergy relies upon such entity to provide services under this Agreement such entity shall possess the requisite regulatory authority; or (B) any person or entity (i) succeeding to all or substantially all of NewEnergy's assets or business or the division or region of NewEnergy to which this Agreement relates or (ii) into which NewEnergy is merged or otherwise combined or reorganized; provided (with respect to this clause (B)) the succeeding entity agrees to be bound to this Agreement; or (C) any Affiliate of NewEnergy provided it gives Customer 60 days written notice of its intent to do so. Customer may assign all (but not less than all) its rights and obligations under this Agreement in their entirety or solely with respect to certain Accounts; provided (A) it gives NewEnergy 60 days written notice of its intent to do so; (B) the assignee satisfies in full NewEnergy's credit requirements; (C) the assignee assumes in writing all of Customer's obligations under this Agreement; and (D) Customer continues to be liable for performance, including payment for goods and services received, prior to the assignment date.

T2.13. Confidentiality. NewEnergy will keep confidential all Customer identifying information and Account information that is not otherwise publicly available. Customer will keep confidential all terms and provisions of this Agreement, including the pricing offered to Customer, that are not otherwise publicly available. NewEnergy acknowledges that due to the fact that Customer is a public entity, the Agreement will be publicly disclosed in a public Board meeting conducted pursuant to the Illinois Open Meetings Act. In addition, NewEnergy acknowledges that the Agreement will be attached in its entirety as an exhibit to an approving resolution of the Customer's Board of Commissioners. As a result, and subsequent to approval of any such resolution, Customer agrees not to disclose the terms and provisions of this Agreement, including the pricing offered to Customer, to third parties except pursuant to a request under the Illinois Freedom of Information Act or upon the prior written consent of NewEnergy and to utilize its best efforts to provide NewEnergy with notice of receipt of any request for a copy of this Agreement under the Illinois Freedom of Information Act. Each Party shall have the right to disclose such information to its Affiliates and its and its Affiliates' employees, agents, advisors, and independent contractors who have a need to know such information and who agree to hold such information in the strictest confidence. NewEnergy shall also have the right to disclose information respecting Customer, including this Agreement, to brokers, agents, consultants or other third parties that are representing Customer in the purchase of electricity. Furthermore, NewEnergy may make such other disclosures to third parties of aggregate consumption data, provided they are in a manner that cannot be reasonably expected to specifically identify Customer. If disclosure of a Party's confidential information is sought through process of a court, or a state or federal regulatory agency or other legal compulsion, **the Party receiving such request will notify the other Party immediately** to afford the other Party the opportunity to oppose such disclosure or otherwise obtain a protective order or other relief as may be available. The Party receiving such disclosure request will cooperate with the other Party in its attempts to obtain such protections.

T2.14. Choice of Law; Venue; Attorney Fees and Expenses. The validity, performance, and construction of this Agreement will be governed and interpreted in accordance with the laws of the Governing Jurisdiction, without giving effect to conflict of law principles. Any controversy or claim arising from or relating to this Agreement will be settled in accordance with the express terms of this Agreement by a court located in the Governing Jurisdiction (and each Party hereto waives any right to object to venue in this regard). EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. If either Party pursues court action to enforce its rights under this Agreement, the non-prevailing Party shall promptly reimburse the prevailing Party for all its attorney fees, expenses and costs. Further, NewEnergy shall be entitled to recover from Customer all costs, including attorneys' fees, incurred in connection with its efforts, whether in court or otherwise, to collect amounts due and payable to NewEnergy.

T2.15. No Third Party Beneficiaries. Except for NewEnergy Parties under the indemnity provisions of this Agreement, this Agreement is for the sole and exclusive benefit of the Parties hereto, and no third party will have any rights under this Agreement whatsoever. If Customer is represented by a third party in connection with the procurement or performance of this Agreement, unless otherwise expressly provided elsewhere in this Agreement NewEnergy will have no liability therefor, and Customer will be fully responsible for any fee, commission or other compensation owing any such third party, and will indemnify, defend and hold harmless the NewEnergy Parties from any and all Claims of any kind of any such third party arising from or relating to this Agreement.

T2.16. Notice. *To be effective, all notices must be in writing delivered by hand, by certified mail, return receipt requested, or by express carrier to the addresses provided in this Agreement. A Party may change its address by providing notice of such change in accordance herewith.*

T2.17. Entire Agreement; Survival of Terms. This Agreement (which constitutes the Master Electricity Supply Agreement, including these General Terms and Conditions, and Pricing Schedule(s) executed and delivered by the Parties from time to time) embodies the Parties' entire agreement and understanding, supersedes upon but not before commencement of the initial term of this agreement, all prior agreements and understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. Nothing in this Agreement shall be deemed to require NewEnergy to execute and deliver this Master Electricity Supply Agreement or any Pricing Schedule, even if Customer shall have already executed and delivered such to NewEnergy. A facsimile copy of either Party's signature will be considered an original for all purposes under this Agreement, and each Party will provide its original signature upon request. Except to the extent otherwise explicitly provided in this Agreement, no amendment to this Agreement, including the Pricing Schedule(s), will be valid or given any effect unless signed by both Parties. Any alteration, addition, or modification made by Customer to the preprinted terms of this Agreement shall be void and without any effect. In the case of any conflict among the documents comprising the Agreement, they will control in the following order of priority: first, the Pricing Schedule(s) (but only with respect to the Account(s) listed on such Schedule(s)); second, the Master Electricity Supply Agreement. The applicable provisions of this Agreement will continue in effect after termination or expiration hereof to the extent necessary, including but not limited to providing for final billing, billing adjustments and payments, and with respect to any indemnification obligations under this Agreement. The section headings used in this Agreement are for reference purposes only and will in no way affect the meaning of the provisions of this Agreement.

T2.18. Affirmation. Customer affirms that it has read this Agreement in its entirety and it agrees to the terms and conditions contained herein. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

T2.19. Relationship of the Parties. NewEnergy is an independent contractor under this Agreement. Except as otherwise explicitly provided in this Agreement, neither Party has the authority to execute documents that purport to bind the other, and nothing in this Agreement will be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking.

T2.20. Forward Contract. The Parties acknowledge and agree that this Agreement is a "forward contract" and that NewEnergy is a "forward contract merchant" for purposes of the U.S. Bankruptcy Code, as amended.

SCHEDULE A

**Constellation NewEnergy, Inc. ("NewEnergy")
Illinois ComEd Fixed Price Schedule
Pricing Expiration Date: «PropExpDt»
Customer: «CoName»**

This Pricing Schedule is entered into pursuant to and in accordance with a Master Electricity Supply Agreement executed on the _____ day of _____, 200____, by and between NewEnergy and «CoName», and is subject to all of the provisions, terms and conditions of such Master Electricity Supply Agreement. Notwithstanding anything to the contrary, any conflict between this Pricing Schedule and the Master Electricity Supply Agreement will be resolved in favor of this Pricing Schedule. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Electricity Supply Agreement.

Product Type: Fixed Price.

PS 1. Certain Definitions.

"Covered Bandwidth" means the weather normalized monthly usage for each Account plus or minus fifteen percent (15%) during summer months and thirty percent (30%) during non-summer months, as defined by Utility.

"Delivery Point" means existing and future points of interconnection between the ISO-controlled grid or a third-party transmission system and/or distribution system, as applicable, and the Utility's transmission system and/or distribution system.

"Governing Jurisdiction" shall mean a Court located in Chicago, Illinois.

"ISO" means PJM-West, L.L.C. ("PJM"), or other entity approved by the Federal Energy Regulatory Commission or other applicable regulatory body, that provides transmission service within Commonwealth Edison Company's service territory.

"Late Payment Charge" means 1.5 % of the total dollar amount set forth on the invoice as due and payable from Customer.

"NewEnergy Cost of Electricity Services" shall mean, for purposes of this Agreement, 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) NewEnergy Electricity Charges; (ii) Utility Charges; (iii) all costs associated with transmission service, including but not limited to applicable Rate RCDS tariff charges, Rider TS Transmission Service charges, and other charges or costs imposed by PJM associated with congestion, congestion rights, and/or acquisition of capacity; (iv) line losses; (v) invoice administrative fee; and (vi) 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).

"NewEnergy Electricity Charges" shall mean the sum of Customer's kilowatt-hour consumption during the applicable period, multiplied by the "On-Peak," "Off-Peak," and "Non-Time of Use" fixed price charges for electric energy for the Accounts listed on this Schedule A. The NewEnergy Electricity Charge shall not include Utility Charges; line losses; or transmission service costs, charges, and fees associated with Customer's use of Utility's transmission system, including without limitation Rider TS, PJM administrative charges, or costs associated with PJM-imposed congestion requirements.

"Notice Period" means the 7 day period following written notice from NewEnergy to Customer informing Customer of any amounts due under this Agreement.

"Payment Date" means that date that is nineteen (19) days after the date on the invoice.

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

"Power Purchase Option" means the total amount as would be due for the Account(s) (including all credits, adjustments or reductions) based upon the Utility's Rider PPO – Power Purchase Option (MI) for Customer's consumption and usage patterns for the Account(s).

"Utility Charges" means (i) all delivery services or Utility costs, charges, and fees, due under Rate RCDS or otherwise, including without limitation Rate CTC - Customer Transition Charges or Rate CTC-MY, (ii) other applicable Utility or Commonwealth Edison Company tariff charges associated with Customer's use of Utility's distribution network, which charges may include meter rental and installation charges, distribution facilities charges, customer charge, facilities, franchise fees, lighting charges, public programs, Rider 28 charges, and decommissioning charges.

PS2.1 Initial Term. With respect to each Account set forth below, the term of this Pricing Schedule shall commence on the "Start Date(s)" and end on the "End Date(s)", both as specified below, unless extended upon the mutual written agreement of the Parties or as otherwise provided in this Pricing Schedule. In no case will this Pricing Schedule become effective until the term of any then-existing Fixed Price Service Agreement and applicable Schedule A has expired. NewEnergy will use commercially reasonable efforts to begin service to the Accounts on the Start Date(s) set forth below, but if NewEnergy is unable to enroll one or more of the Accounts by such date as a result of circumstances beyond NewEnergy's control (including Customer's failure to notify the Utility that it has selected NewEnergy as its supplier or any acts or omissions of the Utility), the Start Date will commence on the next regularly scheduled Utility meter read date in the month and year following successful enrollment of such Account(s).

PS2.2 Renewal Terms. Nothing in the Agreement (including this Pricing Schedule) shall be deemed to require or otherwise obligate NewEnergy to offer to extend the term of this Pricing Schedule (and thus send a Renewal Notice to Customer). Furthermore, where NewEnergy has sent a Renewal Notice to Customer, NewEnergy shall have the right to withdraw such Renewal Notice without penalty or prejudice at any time prior to the Expiration Date, and following such withdrawal shall have no obligation to continue to provide service to the Accounts past the Expiration Date.

PS2.3 Invoicing and Payment. Customer shall be billed for the NewEnergy Cost of Electricity Services due under this Pricing Schedule and the Agreement 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. Late payment charges may be included on a subsequent invoice and are payable on demand; 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. Customer acknowledges that NewEnergy's ability to invoice Customer is dependent on the Utility's or ISO's ability to furnish NewEnergy with all necessary information. In the absence of such information, NewEnergy shall have the right to invoice Customer based on estimated meter readings or other estimated information. Customer's invoice will be adjusted the next billing cycle after which NewEnergy receives the actual consumption amount and other necessary information from the Utility or ISO, to reconcile any difference between estimated consumption and actual consumption or other matters. Furthermore, to the extent that dollar amounts included on an invoice are for the benefit of the Utility, Customer shall also comply with the standard terms and conditions of the Utility applicable to payments owed to it. In addition, interest will accrue daily on the amounts due to NewEnergy at a rate of 1.5% per month or the highest rate permitted by Law, whichever is less; provided, however, Customer may elect not more than five (5) times during the term of this Agreement for such late charges and interest payments 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. Payments to NewEnergy are subject to adjustments in subsequent invoices if, on the basis of verified information provided by the ISO, the Utility or otherwise, the amount of electricity delivered to the Customer is adjusted. Customer shall have full responsibility for payment of any existing amounts owed to Utility. In the event that the Customer is deemed by the Utility to be ineligible to receive a single bill from NewEnergy, Customer agrees and acknowledges that NewEnergy will serve Customer's Account(s) under the terms of this Pricing Schedule, but NewEnergy will invoice Customer for NewEnergy Electricity Charges only, and Customer will be invoiced directly by the Utility for all other Utility, delivery, and other related charges.

PS2.4 Usage Variance. Customer acknowledges that NewEnergy determined the fixed price for electricity for the NewEnergy Electricity Charge calculation, in part, based on Customer's historic and/or estimated monthly usage and metered rate of consumption for each Account. Consequently, Customer agrees to bear any additional charges and costs to NewEnergy arising from, or relating to, usage outside the Covered Bandwidth, including without limitation, circumstances in which electric usage by one or more Accounts declines to *de minimis* levels or ceases altogether (for any reason other than Force Majeure); 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. **If one or more of Customer's facilities which are receiving electricity supply hereunder are closed, vacated, sold, consolidated or otherwise disposed of, then Customer may, terminate this Pricing Schedule with respect to the corresponding Account(s) upon 30 days written notice to NewEnergy, in which event Customer may be liable to make an early termination payment to NewEnergy under Section T2.3 of the Master Electricity Supply Agreement. Customer shall use reasonable efforts to provide NewEnergy prompt prior written notice (but in no event less than 30 days) by facsimile or electronic mail before any significant change in the anticipated usage of electricity for any facility receiving service under this Pricing Schedule, including without limitation, changes due to permanent and expected equipment outages, plant or facility shutdowns, or changes in the operating hours of a facility.**

PS2.5 Switching Onto and Off of Utility Supply Service. To the extent permitted by Law, NewEnergy reserves the right, in its sole discretion and in accordance with applicable Law, to arrange for the supply of electricity to be provided to the Account(s) and to move the Account(s) onto and off of (i) the Utility's Power Purchase Option; (ii) the Utility's bundled tariff service then in effect; or (iii) alternate electricity supply sources to the extent such election does not bind the Customer to such rate, charge or service beyond the term of this Pricing Schedule. In addition, Customer hereby authorizes NewEnergy to execute any documents necessary to arrange for any multi-year Customer Transition Charge election that corresponds to the term of this Pricing Schedule. During the Term of this Pricing Schedule, Customer transfers, conveys and assigns to NewEnergy all right, title and interest in and to Customer's interest under Utility's Power Purchase Option for the Account(s), including without limitation all charges and credits relating thereto. Customer agrees to execute in a timely manner any authorizations necessary to effectuate this process. Notwithstanding any move to the Utility's Power Purchase Option; the Utility bundled tariff service then in effect; or any other electric supply service; the amount Customer shall be obligated to pay for such electric energy shall not exceed the NewEnergy Electricity Charge, and to the extent necessary NewEnergy shall credit against amounts Customer owes to NewEnergy, or if no such amounts are due to NewEnergy pay to Customer, on a monthly basis, an amount equal to the difference between the amount charged Customer by the Utility for such electricity (the "Utility Delivery Charge") and the otherwise applicable NewEnergy Electricity Charge, so long as the Utility Delivery Charge is greater than the NewEnergy Electricity Charge.

PS2.6 NewEnergy and Utility Contact Information. Customer may contact NewEnergy regarding its invoice or other matters concerning this Agreement at NewEnergy's Customer Service Department by toll-free telephone at (888) 638-4606. **CUSTOMER AGREES TO CONTACT ITS UTILITY IN THE EVENT OF A POWER OUTAGE OR OTHER ELECTRICITY RELATED EMERGENCY AT THE FOLLOWING TELEPHONE NUMBER: (800) 334-7661.**



Confidential Draft – Non-Binding

ACCOUNT SCHEDULE
Expiration Date: «PropExpDt»

Any alteration, addition, or modification of the preprinted terms upon this Illinois ComEd Fixed Price Schedule shall be void and without any effect.

This Pricing Schedule and any Master Electricity Supply Agreement shall not be binding or enforceable against NewEnergy unless and until signed by an authorized representative of NewEnergy.

NewEnergy will provide a NewEnergy Contract Number upon receipt of the following by 2:00 p.m. CPT on the Pricing Expiration Date via facsimile to (312) 704-8530 (Attention: Contracts Administrator): (1) a fully completed and executed Master Agreement containing the NewEnergy Reference Number; (2) Customer's signature on this Illinois Fixed Price Schedule; and (3) a fully executed Designation of General Account Agent (GAA) form.

In witness whereof, the Parties have caused this Pricing Schedule to be executed on their behalf on the respective dates written below.

CONSTELLATION NEWENERGY, INC.

By: _____
Name: _____
Title: _____
Date: _____

CUSTOMER: «CoName»

By: _____
Name: _____
Title: _____
Date: _____

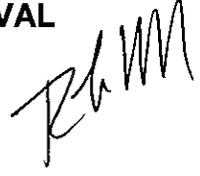
Address for Notices:
550 West Washington Boulevard
Suite 300
Chicago, IL 60661

Address for Notices:

NewEnergy Reference Number: IL-CE-MRESA_FP
NewEnergy Contract Number: «PropId»

Address for Receipt of Invoices:

REQUEST FOR BOARD ACTION

AGENDA SECTION Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT General Manager's Office
ITEM A Resolution Expressing the Policy of the DuPage Water Commission Regarding the New Subsequent Customer Pricing Methodology Resolution No. R-79-04	APPROVAL 
<p>Account Number: N/A</p> <p>Public Act 93-0226 amended the Water Commission Act of 1985, 70 ILCS 3720/0.01 <u>et seq.</u>, and restructured the costs that may be charged to new customers of the Commission. After taking into consideration (i) the reports prepared by the Commission's independent financial and legal consultants that analyzed the requirements of Public Act 93-0226, (ii) the report prepared by a working group of Commissioners, consultants, and staff that identified the highest cost and the least cost pricing methodologies that would conform to the requirements of Public Act 93-0226, (iii) the recommendation of the working group as to a more moderate yet compliant pricing methodology, and (iv) the questions, comments, and concerns expressed by the Commission's existing customers with respect to the various alternative yet compliant rate structures—high, low, and recommended—that may be implemented by the Commission, Resolution No. R-79-04 would adopt the recommendation of the working group and establish, by policy, the pricing methodology that will be utilized for all new Subsequent Customers of the Commission.</p>	
MOTION: To approve Resolution No. R-79-04.	

DUPAGE WATER COMMISSION

RESOLUTION NO. R-79-04

**A RESOLUTION EXPRESSING THE POLICY OF
THE DUPAGE WATER COMMISSION REGARDING THE NEW
SUBSEQUENT CUSTOMER PRICING METHODOLOGY**

WHEREAS, the Water Purchase and Sale Contract (the "Charter Customer Contract") between the DuPage Water Commission (the "Commission") and its original customers (the "Charter Customers") requires that any entity regularly receiving Lake Water through the Commission's Waterworks System shall be a Contract Customer of the Commission; and

WHEREAS, the Charter Customer Contract provides that the Commission may, in its sole discretion, serve non-emergency customers other than Charter Customers ("Subsequent Customers") pursuant to a Subsequent Contract provided certain conditions precedent are satisfied; and

WHEREAS, pursuant to Section 12(c)(iii) of the Charter Customer Contract, the Commission may not sell Lake Water to certain specified Subsequent Customers except at an equitable and lawful differential rate that takes into account, among other factors, the amount and time of payment of Fixed Costs that would have been paid by the specified Subsequent Customer had such Subsequent Customer been a Charter Customer, plus interest on such costs from the time when they would have been paid at not less than 10% per annum ("Missed Fixed Costs"); and

WHEREAS, it has been the policy of the Commission that every Subsequent Customer should pay its Missed Fixed Costs; and

WHEREAS, it has also been the policy of the Commission that every Subsequent Customer receiving Lake Water from the Commission shall pay monthly to the

Resolution No. R-79-04

Commission a surcharge that is (i) based on a percentage of the average water rate paid by the Charter Customers, (ii) added to the Subsequent Customers' water rate, and (iii) designed to compensate the Commission's Charter Customers for the financing and other risks they took to initiate and develop the Commission's Waterworks System ("Capital Risk Factor Rate"); and

WHEREAS, it has also been the policy of the Commission that every Subsequent Customer receiving Lake Water from the Commission shall pay all costs incurred by the Commission to connect such Subsequent Customer to the Commission's Waterworks System ("Connection Facilities Cost"); and

WHEREAS, effective July 22, 2003, the Water Commission Act of 1985 was amended by Public Act 93-0226 to require that all water supply customers of the Commission pay water rates equal to the water rates paid by other water supply customers of the Commission and to prohibit the payment of additional fees, costs, or differentials as a condition of becoming a water supply customer of the Commission other than payment of a pro-rata portion of the original capital costs less any rebates ("Capital Cost Recovery Charge") and their Connection Facilities Cost; and

WHEREAS, the Commission desires to establish a new Subsequent Customer pricing methodology in accordance with the requirements of the Water Commission Act of 1985 as amended by Public Act 93-0226; and

WHEREAS, according to the Commission's independent financial and legal consultants specifically retained for the purpose of analyzing the requirement of Public Act 93-0226, there is no singularly correct formula for calculating the Capital Cost Recovery Charge allowed by Public Act 93-0226; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission has considered (i) the reports prepared by the Commission's independent financial and legal consultants that analyzed the requirements of Public Act 93-0226, (ii) the report prepared by a working group of Commissioners, consultants, and staff that identified the highest cost and the least cost pricing methodologies that would conform to the requirements of Public Act 93-0226, (iii) the recommendation of the working group as to a more moderate yet compliant pricing methodology, and (iv) the questions, comments, and concerns expressed by the Commission's existing customers with respect to the various alternative yet compliant rate structures—high, low, and recommended—that may be implemented by the Commission; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission has found and determined that it is reasonable, necessary and desirable, and in the best interest of the Commission, to adopt the recommendation of the working group and establish the policy of the Commission as to the pricing methodology that will be utilized for all new Subsequent Customers of the Commission;

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: For purposes of this Resolution, unless otherwise defined, capitalized terms shall have the meanings ascribed to them in the Charter Customer Contract.

SECTION THREE: It shall be the policy of the Commission that the only costs that will be charged to new Subsequent Customers will be as follows:

- (a) Operation and Maintenance Costs. These costs will be the same as for the Charter Customers.
- (b) Fixed Costs. These costs will be calculated in the same manner as for the Charter Customers.
- (c) Underconsumption Costs and Default Shares. Underconsumption Costs and Default Shares will be calculated in the same manner as for the Charter Customers.
- (d) Capital Cost Recovery Charge. This charge is designed to recover the new Subsequent Customer's proportionate share of all costs paid by the Commission for property owned by the Commission as of the date such 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"), less any rebates ("Rebates").

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

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

The new Subsequent Customer's proportionate share of Original Capital Costs less Rebates will be that proportion of Original Capital Costs less Rebates which such Subsequent Customer's Full Water Requirements for the two calendar years prior to the date the new Subsequent Customer first receives service from the Commission or equivalent Minimum Take or Pay Requirement, as applicable, bears to the sum of the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, of all of the Commission's Contract Customers for such two preceding calendar years.

The method of calculating such charge is illustrated in Exhibit 1 attached hereto and by this reference incorporated herein and made a part hereof.

- (e) Connection Facilities Cost. This cost is designed to reimburse the Commission for the full actual cost incurred by the Commission in

connection with the review and processing of plans for, as well as the construction of, the various connection facilities and the negotiation or preparation of the Subsequent Customer Contract, including legal, engineering, consulting, and administrative costs and expenses.

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

No Missed Fixed Costs or Capital Risk Factor Rate shall be charged to new Subsequent Customers.

SECTION FOUR: It shall also be the policy of the Commission that any request received from a potential Subsequent Customer requesting that the Commission finance such Subsequent Customer's Capital Cost Recovery Charge or Connection Facilities Cost may be considered on a case-by-case basis, but shall be accommodated only when such accommodation would not be contrary to the best interests of the Commission, as determined by the Board of Commissioners of the DuPage Water Commission.

SECTION FIVE: In no event shall this Resolution be construed to require the Commission to exercise its discretion to enter into any Subsequent Contract or to approve any Subsequent Contract involving Commission-financing of a new Subsequent Customer's Capital Cost Recovery Charge or Connection Facilities Cost.

SECTION SIX: Resolution No. R-36-95, which established a general policy of the Commission with respect to the interest rate to be used in calculating Missed Fixed Costs and in Commission-financing of Missed Fixed Costs and any Connection Facilities Cost, shall be and it hereby is repealed and shall be of no further force or effect.

SECTION SEVEN: The policy established by this Resolution shall not apply to the existing Subsequent Customers of the Commission.

Resolution No. R-79-04

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

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2004.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-79-04.doc

Proposed Method

	Recalculation of Buy-in Under Proposed Method as of Date of Actual First Service		Examples - Winfield and Arrowhead - as if first service was 4/30/04		Examples - Winfield and Arrowhead - as if first service was 4/30/09	
	Winfield First Served: 10/96	Arrowhead First Served: 4/95	Winfield 4/30/2004	Arrowhead 4/30/2004	Winfield 4/30/2009 Estimate	Arrowhead 4/30/2009 Estimate
Fixed Assets - (including CIP)	372,116,364 ⁽¹⁾	\$ 352,555,930 ⁽³⁾	\$ 449,187,733 ⁽⁹⁾	\$ 449,187,733 ⁽⁹⁾	\$ 502,419,733 ⁽¹³⁾	\$ 502,419,733 ⁽¹³⁾
Less: Feeder Mains and Meter Stations	(87,516,086) ⁽²⁾	(84,778,142) ⁽⁴⁾	(91,983,318) ⁽¹⁰⁾	(91,983,318) ⁽¹⁰⁾	(91,983,318) ⁽¹⁴⁾	(91,983,318) ⁽¹⁴⁾
	\$ 284,600,278	\$ 267,777,788	\$ 357,204,415	\$ 357,204,415	\$ 410,436,415	\$ 410,436,415
Less: Total Declared Rebates	\$ (48,531,520) ⁽⁵⁾	\$ (34,973,603) ⁽⁴⁾	\$ (66,326,287) ⁽¹⁰⁾	\$ (66,326,287) ⁽¹⁰⁾	\$ (66,326,287) ⁽¹⁴⁾	\$ (66,326,287) ⁽¹⁴⁾
Subtotal	236,068,758	232,804,185	290,878,128	290,878,128	344,110,128	344,110,128
Percent Share	1.0422% ⁽⁶⁾	0.2182% ⁽⁶⁾	1.0300% ⁽¹¹⁾	0.2200% ⁽¹¹⁾	1.0300% ⁽¹²⁾	0.2200% ⁽¹²⁾
Buy-in Costs	2,460,351	507,864	2,996,045	639,932	3,544,334	757,042
Estimated Number of Homes	2,631 ⁽⁷⁾	495 ⁽⁷⁾	3,061 ⁽⁷⁾	495 ⁽⁷⁾	3,351 ⁽⁷⁾	495 ⁽⁷⁾
Per Home	\$ 935	\$ 1,026	\$ 979	\$ 1,293	\$ 1,058	\$ 1,529
Missed Fixed Costs						
Buy-in Base	120,334,917 ⁽⁸⁾	90,166,915 ⁽⁸⁾	348,836,462 ⁽¹⁰⁾	348,836,462 ⁽¹⁰⁾	678,972,985 ⁽¹⁵⁾	678,972,985 ⁽¹⁵⁾
Percent Share	1.16% ⁽⁸⁾	0.2255% ⁽⁸⁾	1.0300% ⁽¹²⁾	0.2200% ⁽¹²⁾	1.0300% ⁽¹²⁾	0.2200% ⁽¹²⁾
Per Missed Fixed Cost	1,401,038	203,289	3,593,016	767,440	6,993,422	1,493,741

(1) Fixed Assets, including construction in progress (CIP) as of 10/31/96, unaudited balance sheet.

(2) As of 10/31/96, including feeder main and meter station CIP.

(3) Fixed Assets as of 4/30/95, audited balance sheet.

(4) As of 4/30/95.

(5) As of 4/30/96.

(6) % based on two year customer usage compared to total DWC two year usage. Used closest actual data available. (Calendar year '97/98 for Winfield and '96/97 for Arrowhead.) For discussion purposes only.

(7) Estimated number of homes provided by DWC management. Assumes 120 gallons per person and 3.3 persons per household. For discussion purposes only.

(8) Per missed fixed cost calculations provided by DWC. This represents the actual buy-in costs and percentage share (based on proposed water allocations) for Winfield and Arrowhead. Does not include Capital Risk Charges of \$625,918 for Winfield and \$158,232 for Arrowhead.

(9) As of 4/30/04, as reported in the audited financial statements.

(10) As of 4/30/04.

(11) % is equal to the % of total fixed cost allocated to the community for fiscal year ended 4/30/04.

(12) Assumes same % as used in footnote 11 for discussion purposes. For 2009, assumes no new customers and similar customer growth, therefore, the 4/30/04 percentage was used.

(13) Estimated for discussion purposes only. Used September 2004 draft Capital Improvement Plan as a basis for capital additions from 4/30/04 to 4/30/09.

(14) Assumes no change from 4/30/04.

(15) As of 4/30/09 as calculated by DWC management.

EXHIBIT 1



DuPage Water Commission

MEMORANDUM

TO: Chairman Vondra and Commissioners

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

DATE: December 3, 2004

SUBJECT: Subsequent Customer Rate Methodology

Within your packet is Resolution R-79-04 entitled "A Resolution Expressing the Policy of the DuPage Water Commission Regarding the New Subsequent Customer Pricing Methodology". During my October 11 meeting with the Village/City Managers/Administrators I requested that questions about the proposed methodology be submitted to me in writing prior to November 30, 2004. I have received one such inquiry (letter attached). We are presently preparing responses to this letter. It is my intent to send you the responses in your Tuesday supplemental packet.

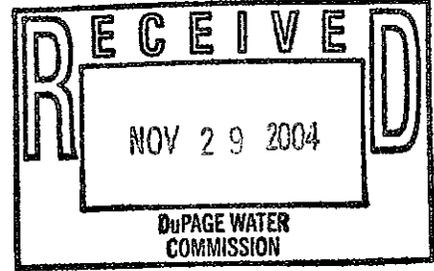
Village of Carol Stream

500 N. GARY AVENUE • CAROL STREAM, ILLINOIS 60188-1899 • (630) 665-7050 • FAX (630) 665-1064
ROSS FERRARO, MAYOR • JANICE KOESTER, CLERK • JOSEPH E. BREINIG, MANAGER



November 23, 2004

Mr. Robert Martin, General Manager
DuPage Water Commission
600 E. Butterfield Road
Elmhurst, IL 60126



Dear Bob:

At the October 21, 2004 presentation on the Capital Buy-in Analysis you welcomed written questions. I offer the following questions for your consideration:

1. Did the Working Group and consultants evaluate the Charter Customer Contract to identify provisions that were inconsistent with P.A. 93-0226?
2. Was the recommendation of the Working Group found in the report dated October 14, 2004 evaluated for compliance with the provisions of the Charter Customer Contract, including but not limited to sections 12(a) and 12(c)?
3. Was the impact of each rate option on Commission finances examined? If so, what were the impacts?
4. Was the impact of the Working Group recommendation on non-customer utilities, such as DuPage County considered?
5. Did the Work Group consider an option that continued suspension of the capital risk factor, continued the payment for missed fixed costs, but utilized a reduced interest rate assumption?
6. At the October 21st meeting the presentation was framed as an introduction with more information to follow. When is the follow-up material to be presented?
7. When can customers expect to see policies addressing financing terms? The Working Group report leaves these issues undefined.
8. When will the Commission address existing subsequent customers and the potential inequities that will result if the Working Group recommendation is implemented?

We share the desire to identify and implement a methodology addressing votes for future subsequent customers that complies with state law. The questions contained herein are not intended to delay implementation, but are intended to gain a better understanding. Thank you for the opportunity to comment. I look forward to your reply.

Sincerely,


Joseph E. Breinig
Village Manager

Cc: Mayor Ross Ferraro



www.carolstream.org

REQUEST FOR BOARD ACTION

AGENDA SECTION Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT Pipeline
ITEM A Resolution Approving and Ratifying Certain Contract Change Orders at the December 9, 2004, DuPage Water Commission Meeting Resolution No. R-73-04	APPROVAL 
<p>Account Number: WF-7500 (Contract TIB-1/03)</p> <p>Resolution No. R-73-04 would approve the following Change Orders:</p> <p>Change Order No. 8 to Contract TIB-1/03 (Inner Belt Transmission Main) This change order is for the additional work required to remove and stockpile, for later disposal by BP/Amoco, an abandoned in place 8" diameter petroleum line that is in conflict with the installation of the Commission's 72" diameter water main. This change is required pursuant to the settlement with BP Pipelines (North America) Inc. that was approved last month and is similar to Change Order No. 3 to Contract TIB-1/03 which directed the contractor to remove and dispose of an abandoned in place 16" diameter petroleum line owned by West Shore Pipeline Company that is in conflict with the installation of the Commission's 72" diameter water main south of Riverside Drive. To have this work performed by the Commission's contractor eliminates the need for an additional trench excavation, and associated disruption to the Commission's work and to the public, along the very narrow Route 83 Frontage Road.</p>	
MOTION: To approve Resolution No. R-73-04	

DuPAGE WATER COMMISSION

RESOLUTION NO. R-73-04

A RESOLUTION APPROVING AND RATIFYING
CERTAIN CONTRACT CHANGE ORDERS AT THE
DECEMBER 9, 2004, DuPAGE WATER COMMISSION MEETING

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

SECTION ONE: The Change Orders set forth on Exhibit 1, attached hereto and by this reference incorporated herein and made a part hereof, shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the DuPage Water Commission has determined that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the contracts were signed, the Change Orders are germane to the original contracts as signed and/or the Change Orders 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 _____, 2004.

Chairman
ATTEST:

Clerk

Exhibit 1

Resolution No. R-73-04

1. Change Order No. 8: Contract TIB-1/03 (Inner Belt Transmission Main) in the amount of \$22,000.00.

DATE: December 3, 2004

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Pipeline
ITEM	A Resolution Approving and Ratifying Certain Work Authorization Orders under Quick Response Contract QR-6/02 at the December 9, 2004, DuPage Water Commission Meeting Resolution No. R-74-04	APPROVAL 	
<p>Account Number: WF-6631</p> <p>The Commission entered into certain agreements dated October 8, 2002, with George W. Kennedy Construction Company, Inc. and Rossi Contractors, Inc. for quick response emergency construction work as needed through the issuance of Work Authorization Orders. Resolution No. R-74-04 would approve the following Work Authorization Orders under the Quick Response Contracts:</p> <p>Work Authorization Order No. QR-6.015: This work authorization order is for the repair of a leak located on the Commission's 36" diameter transmission main at 75th Street and Springside Avenue in Downers Grove. The cost of this work is not yet known.</p>			
MOTION: To approve Resolution No. R-74-04.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-74-04

A RESOLUTION APPROVING AND RATIFYING
CERTAIN WORK AUTHORIZATION ORDERS
UNDER QUICK RESPONSE CONTRACT QR-6/02
AT THE DECEMBER 9, 2004, DUPAGE WATER COMMISSION MEETING

WHEREAS, the DuPage Water Commission (the "Commission") entered into certain agreements dated October 8, 2002 with George W. Kennedy Construction Company, Inc. and Rossi Contractors, Inc. for quick response emergency construction work related to the Commission's Waterworks System (said agreements being hereinafter collectively referred to as "Contract QR-6/02"); and

WHEREAS, Contract QR-6/02 is designed to allow the Commission to direct one or more or all of the quick response contractors to perform emergency construction work, including, without limitation, construction, alteration and repair, related to the Commission's Waterworks System as needed through the issuance of Work Authorization Orders; and

WHEREAS, the need for such emergency construction work could not have been reasonably foreseen at the time the contracts were signed;

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

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

SECTION TWO: The Work Authorization Orders attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1 shall be and hereby are approved and, if already issued, ratified because the Board of Commissioners of the

Resolution No. R-74-04

DuPage Water Commission has determined that the circumstances said to necessitate the Work Authorization Orders were not reasonably foreseeable at the time the contracts were signed, the Work Authorization Orders are germane to the original contracts as signed and/or the Work Authorization Orders are in the best interest of the DuPage Water Commission and authorized by law.

SECTION THREE: This Resolution shall constitute the written determination required by Section 33E-9 of 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 _____, 2004

Chairman

ATTEST:

Clerk

Board/Resolutions/R-74-04.doc

Exhibit 1

CONTRACT QR-6/02
WORK AUTHORIZATION ORDER

SHEET 1 OF 2

CONTRACT QR-6.015: QUICK RESPONSE CONTRACT

LOCATION:

75TH STREET & SPRINGSIDE - DOWNERS GROVE

CONTRACTOR:

ROSSI CONTRACTORS

DESCRIPTION OF WORK:

REPAIR LEAK ON 36" STEEL MAIN

REASON FOR WORK:

MINIMUM RESPONSE TIME:

COMMISSION-SUPPLIED MATERIALS, EQUIPMENT
AND SUPPLIES TO BE INCORPORATED INTO THE WORK:

THE WORK ORDERED PURSUANT TO THIS WORK AUTHORIZATION ORDER

[] IS [] IS NOT PRIORITY EMERGENCY WORK

SUBMITTALS REQUESTED:

SUPPLEMENTARY CONTRACT SPECIFICATIONS AND DRAWINGS:

DU PAGE WATER COMMISSION

By: Robert L. Masley
Signature of Authorized Representative

DATE: Nov. 12, 2004

CONTRACTOR RECEIPT ACKNOWLEDGED:

By: _____
Signature of Authorized Representative

DATE: _____

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	GIS
ITEM	<p>A Resolution Approving and Authorizing the Execution of a Master Contract with Patrick Engineering, Inc. for Professional Engineering Services</p> <p>Resolution No. R-75-04</p>	<p>APPROVAL</p> 	
<p>Account Number: WF-6389</p> <p>Resolution No. R-75-04 would approve a master contract with Patrick Engineering, Inc. (Patrick) for professional engineering services in connection with such discrete projects as are delineated and described in Task Orders to be approved by the Commission. Resolution No. R-75-04 would also approve the following Task Orders to the Master Contract:</p> <p>Task Order No. 1: Indeterminate AM/FM/GIS Assistance</p> <p>Task Order No. 1 is for the engineering services needed to perform Indeterminate Automated Mapping and Facilities Management (AM/FM) and Geographical Informational System (GIS) assistance as may be assigned by the General Manager and confirmed by an authorized officer of Patrick at a cost not-to-exceed \$5,000.00 per assignment. GIS requires that large databases be created; hardware and software be purchased; applications be developed; and all components be installed, integrated and tested before the GIS can be used. There may be times when the Commission's GIS Coordinator will need the immediate assistance of a consultant in connection with these large and complex tasks. Patrick has significant expertise and knowledge concerning AM/FM/GIS systems and prepared the Commission's GIS Implementation Plan.</p> <p>Task Order No. 2: GIS Server Evaluation</p> <p>Task Order No. 2 is for the engineering services needed to evaluate the Commission's information system architecture to determine suitability and adequacy of existing servers to run ArcSDE (Spatial Database Engine) with SQL Server database management software and ArcIMS (Internet Mapping Software) as discussed in the Fall 2004 GIS Needs Assessment and Implementation Plan that Patrick prepared. Patrick will recommend any hardware upgrades needed to achieve optimum software performance in accordance with Environmental Systems Research Institute (ESRI) standards. Scope of work will include evaluation of existing servers and discussion</p>			

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT GIS
ITEM	<p>A Resolution Approving and Authorizing the Execution of a Master Contract with Patrick Engineering, Inc. for Professional Engineering Services</p> <p>Resolution No. R-75-04</p>	APPROVAL
<p>with Commission IT and GIS staff to provide the rationale and justification for proposed upgrades. Cost of this Task Order is \$3,000.00.</p>		
<p>Task Order No. 3: GIS Software Installation Assistance</p>		
<p>Task Order No. 3 is for engineering services needed to assist staff in installing and configuring ArcSDE (Spatial Database Engine) with SQL Server database management software on the Commission's GIS database server. It will also include training for staff in migrating and/or installing data into an ArcSDE-enabled SQL database and basic ArcSDE system administration. Patrick will also assist in installing and configuring ArcIMS (Internet Mapping Software) and provide training in basic system administration. After installation, Patrick will construct a simple HTML ArcIMS web site using DuPage County GIS data to ensure software is functioning properly. Cost of this Task Order is \$7,500.00.</p>		
<p>MOTION: To approve Resolution No. R-75-04.</p>		

DuPAGE WATER COMMISSION

RESOLUTION NO. R-75-04

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A MASTER CONTRACT WITH PATRICK ENGINEERING, INC.
FOR PROFESSIONAL ENGINEERING SERVICES

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq., and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, the Commission desires to obtain from time to time, and Patrick Engineering, Inc., an Illinois corporation ("Consultant"), desires to provide from time to time, professional engineering services in connection with the Commission's Automated Mapping and Facilities Management (AM/FM) and Geographical Informational System (GIS) and other projects of the Commission; and

WHEREAS, for ease of administration, the Commission and Consultant desire to enter into a master contract setting forth the terms and conditions pursuant to which the Commission will obtain from time to time, and 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 Consultant; and

WHEREAS, the Commission further desires to obtain under the master contract, and Consultant further desire to provide under the master contract, professional engineering services in connection with (i) Indeterminate AM/FM/GIS Assistance, (ii) GIS Server Evaluation, and (iii) GIS Software Installation Assistance;

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

SECTION THREE: Upon execution of the Master Contract on behalf of the Commission pursuant to Section Two above, Task Order Nos. 1, 2, and 3 to the Master Contract, in substantially the forms attached hereto as Exhibits 2, 3, and 4, respectively, with such modifications as may be required or approved by the General Manager, shall be and they hereby are approved and the General Manager shall be and hereby is authorized and directed to execute Task Order Nos. 1, 2, and 3 to the Master Contract in substantially the forms attached hereto as Exhibits 2, 3, and 4, respectively, with such modifications as may be required or approved by the General Manager; provided, however, that Task Order Nos. 1, 2, and 3 to the Master Contract shall not be so

Resolution No. R-75-04

executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of Task Order Nos. 1, 2, and 3 executed by Patrick Engineering, Inc. Upon execution by the General Manager, Task Order Nos. 1, 2, and 3 to the Master Contract, 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 _____, 2004.

Chairman

ATTEST:

Clerk

EXHIBIT 1

**MASTER CONTRACT BETWEEN
DuPAGE WATER COMMISSION
AND
PATRICK ENGINEERING, INC.
FOR
PROFESSIONAL ENGINEERING SERVICES**

**MASTER CONTRACT BETWEEN
 DuPAGE WATER COMMISSION
 AND
 PATRICK ENGINEERING, INC.
 FOR
 PROFESSIONAL ENGINEERING SERVICES**

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE 1	THE SERVICES	1
1.1	Performance of the Services	1
1.2	Commencement and Completion Dates	2
1.3	Required Submittals	2
1.4	Review and Incorporation of Contract Provisions	3
1.5	Financial and Technical Ability to Perform.....	3
1.6	Time.....	4
1.7	Consultant's Personnel and Subcontractors	4
1.8	Owner's Responsibilities.....	5
1.9	Owner's Right to Terminate or Suspend Services for Convenience.....	6
ARTICLE II	CHANGES AND DELAYS	6
2.1	Changes	6
2.2	Delays.....	6
2.3	No Constructive Change Orders.....	7
ARTICLE III	CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES	7
3.1	Warranty of Services	7
3.2	Corrections	8
3.3	Risk of Loss	8
ARTICLE IV	FINANCIAL ASSURANCES	8
4.1	Insurance	8
4.2	Indemnification	10

ARTICLE V	PAYMENT	10
5.1	Contract Price	10
5.2	Taxes, Benefits and Royalties	10
5.3	Progress Payments	10
5.4	Final Acceptance and Final Payment	11
5.5	Deductions.....	11
5.6	Accounting.....	12
ARTICLE VI	REMEDIES.....	12
6.1	Owner's Remedies	12
6.2	Terminations and Suspensions Deemed for Convenience	13
ARTICLE VII	LEGAL RELATIONSHIPS AND REQUIREMENTS	14
7.1	Binding Effect	14
7.2	Relationship of the Parties.....	14
7.3	No Collusion/Prohibited Interests.....	14
7.4	Assignment.....	15
7.5	Confidential Information.....	15
7.6	Security.....	15
7.7	No Waiver.....	16
7.8	No Third Party Beneficiaries	17
7.9	Notices.....	17
7.10	Governing Laws.....	18
7.11	Changes in Laws	18
7.12	Compliance with Laws and Grants	18
7.13	Documents	18
7.14	Time.....	19
7.15	Severability	19
7.16	Entire Agreement.....	19
7.17	Amendments	19

ATTACHMENT A – Description of Basic Services

ATTACHMENT B – Form of Task Order

MASTER CONTRACT BETWEEN
DUPAGE WATER COMMISSION
AND
PATRICK ENGINEERING, INC.
FOR
PROFESSIONAL ENGINEERING SERVICES

In consideration of the mutual promises set forth below, the DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, a unit of local government created and existing under the laws of the State of Illinois ("Owner"), and Patrick Engineering, Inc., 4970 Varsity Drive, Lisle, Illinois 60532-4101, an Illinois corporation ("Consultant"), make this Contract as of the 10th day of December, 2004, and hereby agree as follows:

ARTICLE I
THE SERVICES

1.1 Performance of the Services

A. Consultant's Services. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Services":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in the Task Order for such Project and this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, and other items necessary to accomplish such Project in accordance with such of the basic engineering services set forth in Attachment A to this Contract as may be specified or referred to in the Task Order for such Project and such other engineering services as may be specified or referred to in the Task Order for such Project and not set forth in Attachment A.
2. Approvals. Procure and furnish all approvals and authorizations specified in the Task Order for such Project.
3. Insurance. Procure and furnish all certificates and policies of insurance specified in this Contract and such other certificates and policies of insurance as may be specified in the Task Order for such Project.

4. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the recognized industry standards of professional practice in the same locality under similar conditions and in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract.

B. Task Orders. Consultant's Services shall be rendered in connection with such Projects as are delineated and described in Task Orders issued pursuant to this Contract. All Task Orders issued pursuant to this Contract shall be in the general form attached hereto as Attachment B, and all Services to be provided pursuant to any such Task Order shall be provided, performed, and completed in accordance with the terms and conditions contained in such Task Order and this Contract. Consultant and Owner shall agree on the scope of Services to be provided, the time for performance of the Services to be provided, and the cost or, if the Services are to be performed in separate phases with separate costs, the costs for each separate phase of Services to be provided under each Task Order. No Services shall be provided under this Contract without the issuance of a Task Order approved by Owner and Consultant.

The terms and conditions set forth in this Contract shall apply to each Task Order unless specifically modified in such Task Order. In the event of a conflict between this Contract and a Task Order, the conflicting provision of the Task Order shall take precedence for that Task Order. In the event this Contract is amended by Owner and Consultant, such amendment shall apply to all Task Orders issued after the effective date of the amendment and, unless otherwise specifically provided in such amendment, shall not apply to any Task Orders issued prior to the effective date of the amendment.

Owner reserves the right to employ other engineers on its projects and shall not be obligated to issue any Task Orders pursuant to this Contract.

1.2 Commencement and Completion Dates

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall commence the Services not later than the "Commencement Date" set forth in the Task Order for such Project, and shall diligently and continuously prosecute the Services at such a rate as will allow the Services to be fully provided, performed, and completed in full compliance with the Task Order for such Project and this Contract not later than the "Completion Date" or, if the Services are to be performed in separate phases with separate completion dates, the "Completion Dates" set forth in the Task Order for such Project. The time of commencement, rate of progress, and time of completion for each Task Order issued pursuant to this Contract are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall submit to Owner all reports, documents, data, and information specifically set forth in the Task Order for such

Project or otherwise required to be submitted by Consultant under this Contract and shall, in addition, submit to Owner all such reports, documents, data, and information as may be reasonably requested by Owner before final acceptance of the Services for such Project to fully document the Services for such Project ("Required Submittals").

B. Time of Submission and Owner's Review. For each Project delineated and described in a Task Order issued pursuant to this Contract, all Required Submittals shall be provided to Owner no later than the time, if any, specified in the Task Order for such Project or otherwise in this Contract. If no time for submission is specified for any Required Submittal, such Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of any part of the Services to which such Required Submittal may relate. For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to the Task Order for such Project and this Contract. No Services related to any Required Submittal shall be performed by Consultant until Owner has completed review of such Required Submittal with no exception noted. Owner's review and stamping of any Required Submittal shall not relieve Consultant of the entire responsibility for the performance of the Services in full compliance with, and as required by or pursuant to the Task Order for such Project and this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

C. Responsibility for Delay. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for any delay in the Services due to delay in providing Required Submittals conforming to the Task Order for such Project and this Contract except for delays resulting from causes that could not be avoided or controlled by Consultant.

1.4 Review and Incorporation of Contract Provisions

Consultant represents and warrants that it has carefully reviewed, and fully understood, this Contract, including all of its Attachments, and, by its approval of each Task Order issued pursuant to this Contract, that it has carefully reviewed, and fully understood, each such Task Order, all of which are by this reference incorporated into and made a part of this Contract.

1.5 Financial and Technical Ability to Perform

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant represents and warrants, by its approval of such Task Order, that it is financially solvent, and has the financial resources necessary, and that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff necessary, to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract.

1.6 Time

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant represents and warrants, by its approval of such Task Order, that it is ready, willing, able, and prepared to begin the Services on the Commencement Date set forth in the Task Order for such Project and that the Contract Time for such Task Order is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract for the Contract Price set forth in the Task Order for such Project.

1.7 Consultant's Personnel and Subcontractors

A. Consultant's Personnel. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall provide all personnel necessary to complete the Services, including without limitation the "Key Project Personnel" identified in the Task Order for such Project. Consultant shall provide to Owner telephone numbers at which the Key Project Personnel for such Task Order can be reached on a 24 hour basis. Consultant and Owner may by mutual written agreement make changes and additions to the designations of Key Project Personnel in such Task Order. Prior to terminating the employment of any such designated Key Project Personnel, or reassigning any of such designated Key Project Personnel to other positions, or upon receiving notification of the resignation of any of such designated Key Project Personnel, Consultant shall notify Owner as soon as practicable in advance of such proposed termination, reassignment, or resignation. Consultant shall submit justification, including a description of proposed substitute personnel, in sufficient detail to permit evaluation by Owner of the impact of the proposed action on the Services to be provided, performed, and completed under such Task Order. No such termination or reassignment shall be made by Consultant without prior written approval of Owner. Consultant shall have no claim for damages, for compensation in excess of the Contract Price for such Task Order, or for a delay or extension of the Contract Time for such Task Order as a result of any such termination, reassignment, resignation, or substitution.

B. Approval and Use of Subcontractors. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing, which approval shall not be unreasonably withheld. All subcontractors and subcontracts used by Consultant shall be reasonably acceptable to, and approved in advance by, Owner, which approval shall not be unreasonably withheld. Owner's approval of any subcontractor or subcontract shall not relieve Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, the Task Order for such Project and this Contract. All Services performed under any subcontract shall be subject to all of the provisions of the Task Order for such Project and this Contract in the same manner as if performed by employees of Consultant. For each Project delineated and described in a Task Order issued pursuant to this Contract, every reference in the Task Order for such Project and in this Contract to "Consultant" shall be deemed also to refer to all subcontractors of

Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of the Task Order for such Project and this Contract.

C. Removal of Personnel and Subcontractors. For each Project delineated and described in a Task Order issued pursuant to this Contract, if any personnel or subcontractor fails to perform the part of the Services undertaken by it in a manner reasonably satisfactory to Owner, Consultant shall immediately upon notice from Owner remove and replace such personnel or subcontractor. Consultant shall have no claim for damages or for compensation in excess of the Contract Price for such Task Order as a result of any such removal or replacement.

1.8 Owner's Responsibilities

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall, at its sole cost and expense and except as otherwise provided in the Task Order for such Project: (a) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require Board approval of Owner; (b) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (c) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (d) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (e) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in the Task Order for the Project; (f) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (g) review and comment on all Required Submittals and other reports, documents, data, and information presented by Consultant; (h) except as otherwise provided in the Task Order for the Project, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by Consultant, are necessary for the performance of the Services, and are not already provided for in the Task Order for the Project; (i) except as provided in Article IV of this Contract, provide all accounting, insurance, and legal counseling services as may be necessary from time to time in the sole judgment of Owner to protect Owner's interests with respect to the Project; (j) attend Project related meetings; and (k) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under the Task Order for the Project or this Contract.

1.9 Owner's Right to Terminate or Suspend Services for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Services under any Task Order in whole or in part at any time by written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under such Task Order, cease all placement of further orders or subcontracts under such Task Order, terminate or suspend Services under existing orders and subcontracts for such Task Order, and cancel any outstanding orders or subcontracts under such Task Order that may be canceled.

B. Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant (1) such direct costs, including overhead, as Consultant shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, such Task Order and this Contract up to the effective date of termination; and (2) such other costs pertaining to the Services, exclusive of overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments under such Task Order and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II CHANGES AND DELAYS

2.1 Changes

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right, by written order executed by Owner, to make changes in the Task Order, the Project, the Services and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Services, an equitable adjustment in the Contract Price or Contract Time for such Task Order may be made. No decrease in the amount of the Services caused by any Change Order shall entitle Consultant to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

For any delay that may result from causes that could not be avoided or controlled by Consultant for each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for such Task Order for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time for such Task Order shall be allowed for any other delay in completion of the Services.

2.3 No Constructive Change Orders

For each Project delineated and described in a Task Order issued pursuant to this Contract, no claims for equitable adjustments in the Contract Price or Contract Time for such Task Order shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order for such Task Order including, or fully including, an equitable adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled, or, if Consultant believes that any requirement, direction, instruction, interpretation, determination, or decision of Owner entitles Consultant to an equitable adjustment in the Contract Price or Contract Time that has not been included, or fully included, in a Change Order for such Task Order, then Consultant shall submit to Owner a written request for the issuance of, or revision of, a Change Order for such Task Order, including the equitable adjustment, or the additional equitable adjustment, in the Contract Price or Contract Time that Consultant claims has not been included, or fully included, in a Change Order for such Task Order. Such request shall be submitted before Consultant proceeds with any Services for which Consultant claims an equitable adjustment is due and shall, in all events, be submitted no later than five business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision. Notwithstanding the submission of any such request, Consultant shall, unless otherwise directed by Owner within five business days after receipt by Owner of such request, proceed without delay to perform the Services in compliance with the Change Order or as required, directed, instructed, interpreted, or decided by Owner and shall, pending a final resolution of the issue, keep a daily record of such Services. Unless Consultant submits such a request within five business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination, or decision, Consultant shall be conclusively deemed (1) to have agreed that such Change Order, requirement, direction, instruction, interpretation, determination, or decision does not entitle Consultant to an equitable adjustment in the Contract Price or Contract Time for such Task Order and (2) to have waived all claims based on such Change Order, requirement, direction, instruction, interpretation, determination, or decision.

ARTICLE III CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Warranty of Services

A. Scope of Warranty. For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant warrants that the Services and all of its components shall be free from material defects and flaws in design; shall strictly conform to the requirements of the Task Order for such Project and this Contract; shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, the Task Order for such Project and this Contract; and shall be performed in accordance with recognized industry standards of professional practice, care, and diligence practiced by recognized consulting firms in the same locality in performing services of a similar nature in existence at the time of performance of the Services. The representations herein expressed shall be in addition to any other representations

expressed in the Task Order for such Project or this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Opinions of Cost. It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional, familiar with the industry. Consultant does not guaranty that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

3.2 Corrections

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, documents, data, information and other items and services under the Task Order for such Project and this Contract. Consultant shall, promptly and without charge, provide, to the satisfaction of Owner, all corrective Services necessary as a result of Consultant's errors, omissions, negligent acts, or misrepresentations.

3.3 Risk of Loss

For each Project delineated and described in a Task Order issued pursuant to this Contract, the Services and everything pertaining thereto shall be provided, performed, and completed at the sole risk and cost of Consultant. Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's errors, omissions, negligent acts, or misrepresentations and for any losses or costs to repair or remedy any work undertaken by Owner based upon the Services as a result of any such errors, omissions, negligent acts, or misrepresentations. Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless or reimburse Consultant for such damages, losses or costs.

ARTICLE IV FINANCIAL ASSURANCES

4.1 Insurance

A. Insurance Required. Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates and policies of insurance evidencing at least the minimum insurance coverages and limits set forth below. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a

form acceptable to Owner and from companies with a general rating of A or better, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner.

B. Minimum Coverages. Consultant shall, at all times while providing, performing, or completing the Services, including, without limitation, at all times while providing corrective Services pursuant to Section 3.2 of this Contract, maintain and keep in force, at Consultant's expense, at least the following minimum insurance coverages and limits:

1. Worker's Compensation and Employer's Liability with limits not less than:
 - (a) Worker's Compensation: Statutory;
 - (b) Employer's Liability:
 - \$500,000 injury-per occurrence
 - \$500,000 disease-per employee
 - \$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

2. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

3. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per claim and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of Consultant's negligent errors or omissions, negligent acts, or misrepresentations. For each Project delineated and described in a Task Order issued pursuant to this Contract, such insurance, or such insurance as may then be commercially available in the marketplace, shall be maintained for a three year period from and after Final Payment under such Task Order.
4. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary

policy, the excess or umbrella policy becomes effective to cover such loss.

4.2 Indemnification

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise out of or in connection with Consultant's negligent performance of, or failure to perform, the Services or any part thereof, whether or not due in whole or in part to the active, passive, or concurrent negligence or fault of Consultant, except to the extent caused by the negligence of Owner.

ARTICLE V **PAYMENT**

5.1 Contract Price

For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall pay to Consultant, in accordance with and subject to the terms and conditions set forth in this Article V and in such Task Order, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in such Task Order (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes, Benefits and Royalties

For each Project delineated and described in a Task Order issued pursuant to this Contract, the Contract Price includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

5.3 Progress Payments

A. Payment in Installments. For each Project delineated and described in a Task Order issued pursuant to this Contract, the Contract Price shall be paid in monthly installments in the manner set forth in the Task Order for such Project ("Progress Payments").

B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish Consultant's

prior payment for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under such Task Order. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase, except for Services to be paid for on a lump sum basis; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase; and (d) Consultant's certification that all prior Progress Payments have been properly applied to the Services with respect to which they were paid. Owner may, by written notice to Consultant, designate a specific day of each month on or before which pay requests must be submitted.

5.4 Final Acceptance and Final Payment

For each Project delineated and described in a Task Order issued pursuant to this Contract, the Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within 60 days after submission by Consultant of the Services or such phase of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or phase of Services, as the case may be. For each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall pay to Consultant, as soon as practicable after final acceptance, the balance of the Contract Price or, if the Services are to be performed in separate phases, the balance of that portion of the Contract Price with respect to such phase of the Services, after deducting therefrom all charges against Consultant as provided for in this Contract ("Final Payment"). For each Project delineated and described in a Task Order issued pursuant to this Contract, the acceptance by Consultant of Final Payment with respect to the Services or a particular phase of Services under such Task Order, as the case may be, shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services or a particular phase of Services under such Task Order, as the case may be, or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Services or a particular phase of Services under such Task Order, as the case may be.

5.5 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, for each Project delineated and described in a Task Order issued pursuant to this Contract, Owner shall have the right at any time or times, whether before or after approval of any

pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under such Task Order such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Consultant is liable under this Contract; (3) liens or claims of lien regardless of merit; (4) claims of subcontractors, suppliers, or other persons regardless of merit; (5) delay in the progress or completion of the Services; (6) inability of Consultant to complete the Services; (7) failure of Consultant to properly complete or document any pay request; (8) any other failure of Consultant to perform any of its obligations under the Task Order for such Project and this Contract; or (9) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Consultant under this Contract.

5.6 Accounting

For each Project delineated and described in a Task Order issued pursuant to this Contract, except for Services to be paid for on a lump sum basis, Consultant shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Consultant shall make all such material available for inspection by Owner, at all reasonable times during this Contract and for a period of three years following termination of this Contract or any Task Order issued pursuant to this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

ARTICLE VI **REMEDIES**

6.1 Owner's Remedies

For each Project delineated and described in a Task Order issued pursuant to this Contract, if it should appear at any time prior to Final Payment for all work that Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of the Task Order for such Project and this Contract, or has attempted to assign the Task Order for such Project or this Contract or Consultant's rights under the Task Order for such Project or this Contract, either in whole or in part, or has falsely made any representation or warranty in the Task Order

for such Project or this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of the Task Order for such Project or this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Consultant's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to accelerate all or any part of the Services; and to take any or all other action necessary to bring Consultant and the Services into strict compliance with the Task Order for such Project and this Contract.
2. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price for such Task Order.
3. Owner may terminate the Task Order for such Project, providing payment for such portion of the Services not in default under the Task Order for such Project.
4. Owner may withhold from any Progress Payment or Final Payment that may be or become due under such Task Order, whether or not previously approved, or may recover from Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
5. Owner may recover any direct damages suffered by Owner that may arise out of or in connection with Consultant's performance of, or failure to perform, the Services or any part thereof, except to the extent caused by the negligence of Owner.

6.2 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Consultant's rights under a Task Order issued pursuant to this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.9 of this Contract.

ARTICLE VII
LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract, and all Task Orders issued pursuant to this Contract, shall be binding upon Owner and Consultant and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract or any Task Order issued pursuant to this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Consultant or (2) to create any relationship between Owner and any subcontractor of Consultant.

7.3 No Collusion/Prohibited Interests

Consultant hereby represents and certifies that Consultant is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

Consultant hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then Consultant shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Consultant hereby represents and warrants that neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Services or will participate, in any manner whatsoever, in the Services is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that

has or will have an interest in the Services or will participate, in any manner whatsoever, in the Services is, directly or indirectly, engaged in, or facilitating, the Services on behalf of any such person, group, entity or nation.

7.4 Assignment

Consultant shall not (1) assign this Contract or any Task Order issued pursuant to this Contract, in whole or in part, (2) assign any of Consultant's rights or obligations under this Contract or any Task Order issued pursuant to this Contract, or (3) assign any payment due or to become due under this Contract or any Task Order issued pursuant to this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract or any Task Order issued pursuant to this Contract, in whole or in part, or any or all of its rights or obligations under this Contract or any Task Order issued pursuant to this Contract, without the consent of Consultant.

7.5 Confidential Information

For each Project delineated and described in a Task Order issued pursuant to this Contract, all information supplied by Owner to Consultant for or in connection with the Task Order for such Project or the Services under such Task Order shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services under such Task Order.

7.6 Security

A. **Description**. For security purposes, Owner investigates the background of personnel at its facilities and personnel engaged to perform certain off-site services and implements other security measures as it determines are necessary from time to time ("Security Program"). To obtain authorization to work at Owner's facilities or to be engaged to perform Services under a Task Order issued pursuant to this Contract, Consultant and its subcontractors must comply with the requirements of Owner's Security Program. Consultant shall remain as fully responsible and liable for the acts and omissions of all subcontractors and their respective agents and employees in connection with Owner's Security Program as it is for its own acts and those of its agents and employees.

B. **Background Investigations**. Consultant personnel, including subcontractor personnel, that (i) will require access to Owner's facilities or (ii) will be engaged to perform Services under a Task Order issued pursuant to this Contract for which such Task Order requires the background of off-site personnel to be investigated shall submit all information requested by Owner in order to perform the necessary background investigations. Background information required by Owner may include:

1. Information needed to complete a Conviction Information Request Non-Fingerprint Form (for background checks, including conviction information, conducted by the Illinois State Police Bureau of Identification)
2. Education History
3. Military Service
4. Character and Reputation References
5. Verification of Identity
6. Fingerprints

No Consultant personnel, including subcontractor personnel, will be granted unescorted access to Owner's facilities, nor shall any Consultant personnel, including subcontractor personnel, be engaged to perform Services under a Task Order issued pursuant to this Contract for which such Task Order requires the background of off-site personnel to be investigated, until any background investigation required by Owner has been successfully completed. Owner reserves the right to order Consultant to remove from Owner's facilities any personnel, including subcontractor personnel, who Owner determines pose a threat to the security of Owner or its facilities. Any such person so removed shall not be engaged again on the Services.

C. Search. Consultant personnel and vehicles, including subcontractor personnel and vehicles, allowed on Owner's property shall be subject to search when entering and leaving the property. By entering the property, Consultant personnel, including subcontractor personnel, authorize Owner to perform or have performed such searches of their persons or vehicles.

D. Identification Badges. Owner shall issue identification badges to all Consultant personnel, including subcontractor personnel. All such personnel shall pick up their identification badges prior to entry onto Owner's property and shall return the badges at the end of each work day. All such personnel shall wear the identification badges in a prominent manner at all times when working on Owner property.

E. No Liability. Neither Owner, nor any official or employee of Owner, nor any authorized assistant or agent of any of them, shall be responsible for the adequacy of Owner's security precautions and programs or any liability arising therefrom.

7.7 No Waiver

For each Project delineated and described in a Task Order issued pursuant to this Contract, no examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under the Task

Order for such Project or this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Consultant; or of any requirement or provision of the Task Order for such Project or this Contract; or of any remedy, power, or right of Owner.

7.8 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract or under any Task Order issued pursuant to this Contract by any person, firm, or corporation other than Consultant shall be made or be valid against Owner.

7.9 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Attention: Robert L. Martin, P.E.
General Manager

Notices and communications to Consultant shall be addressed to, and delivered at, the following address:

Patrick Engineering, Inc.
4970 Varsity Drive
Lisle, Illinois 60532-4101
Attention: Jeffrey C. Schuh, P.E.

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section 7.9 Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

7.10 Governing Laws

This Contract and each Task Order issued pursuant to this Contract, and the rights of Owner and Consultant under this Contract and each Task Order issued pursuant to this Contract, shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.11 Changes in Laws

Unless otherwise explicitly provided in this Contract or in a Task Order issued pursuant to this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.12 Compliance with Laws and Grants

For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* For each Project delineated and described in a Task Order issued pursuant to this Contract, Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to such Project or the Services under the Task Order for such Project.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services under any Task Order issued pursuant to this Contract or any part thereof.

Every provision of law required by law to be inserted into this Contract or in a Task Order issued pursuant to this Contract shall be deemed to be inserted herein or therein.

7.13 Documents

For each Project delineated and described in a Task Order issued pursuant to this Contract, drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by Consultant in connection with any or all of the Services (the "Documents") shall be and remain the property of Owner and shall not, without the prior express written consent of Owner, be used for any purpose other than

performance of the Services. At Owner's request, or upon termination of this Contract or any Task Order issued pursuant to this Contract, the Documents shall be delivered promptly to Owner. Consultant shall have the right to retain copies of the Documents for its files. Consultant shall maintain files of all Documents for a period of not less than three years unless Owner shall consent in writing to the destruction of the Documents. Consultant shall make, and shall cause all of its subcontractors to make, the Documents available for Owner's review, inspection and audit during the entire term of this Contract and for three years after termination of this Contract or any Task Order issued pursuant to this Contract; provided, however, that prior to the disposal or destruction of the Documents by Consultant or any of its subcontractors following said three year period, Consultant shall give notice to Owner of any Documents to be disposed of or destroyed and the intended date, which shall be at least 90 days after the effective date of such notice of disposal or destruction. Owner shall have 90 days after receipt of any such notice to give notice to Consultant or any of its subcontractors not to dispose of or destroy said Documents and to require Consultant or any of its subcontractors to deliver same to Owner, at Owner's expense.

7.14 Time

For each Project delineated and described in a Task Order issued pursuant to this Contract, the Contract Time is of the essence of the Task Order for such Project and this Contract. Except where otherwise stated, references in the Task Order for such Project or this Contract to days shall be construed to refer to calendar days.

7.15 Severability

The provisions of this Contract and each Task Order issued pursuant to this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract or a Task Order issued pursuant to this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract or such Task Order shall be in any way affected thereby.

7.16 Entire Agreement

For each Project delineated and described in a Task Order issued pursuant to this Contract, this Contract and the Task Order for such Project set forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services under such Task Order and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Consultant with respect to the Services under such Task Order and the compensation therefor.

7.17 Amendments

No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Consultant.

IN WITNESS WHEREOF, Owner and Consultant have caused this Contract to be executed in two original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

DUPAGE WATER COMMISSION

By: _____
Maureen A. Crowley
Clerk

By: _____
Robert L. Martin
General Manager

Attest/Witness:

PATRICK ENGINEERING, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT A

DESCRIPTION OF BASIC SERVICES

Consultant shall cooperate and work closely with representatives of Owner and other parties involved in each Project delineated and described in a Task Order issued pursuant to the Contract. Consultant shall meet with Owner and such other parties, and shall provide such consultation, advice, and reports, as required to adequately perform its responsibilities under each such Task Order and the Contract. For each Project delineated and described in a Task Order issued pursuant to the Contract, Consultant shall produce and deliver to Owner the results of its Services, plus any reports, documents, data, information, observations, or opinions set forth below that are required to be provided under the Task Order for such Project or requested by Owner, in form or format as set forth below or, if none, in form or format of Owner's choosing.

1. Study and Report Phase. If Study and Report Services are to be provided under a Task Order, such Study and Report Services shall include one or more or all of the following as set forth in the Task Order:
 - a. Review available data and consult with Owner to determine a mutually agreed upon program, schedule and preliminary construction budget.
 - b. Provide analysis of Owner's needs, planning surveys, and site evaluation and comparative studies of prospective sites and solutions.
 - c. Provide economic analysis of various alternatives.
 - d. Prepare, for review and approval by Owner, a report summarizing the Study and Report Services, together with Consultant's opinion of probable Project Costs and Construction Cost of the Project and provide five copies and review them in person with Owner.

2. Preliminary Design Phase. If Preliminary Design Services are to be provided under a Task Order, such Preliminary Design Services shall include one or more or all of the following as set forth in the Task Order:
 - a. Determine the general scope, extent and character the Project.
 - b. Prepare preliminary design documents consisting of drawings, specifications, a written description of the Project and other documents appropriate for Project.
 - c. Furnish five copies of the Preliminary Design Documents, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, for review and approval by Owner, and review them in person with Owner.

3. Final Design Phase. If Final Design Services are to be provided under a Task Order, such Final Design Services shall include one or more or all of the following as set forth in the Task Order:
 - a. On basis of accepted Preliminary Design Documents and the revised opinion of probable Project Costs and Construction Cost of the Project, prepare pricing and quantity proposal forms, final drawings, and specifications for incorporation in the construction contract documents. Such drawings and specifications shall show the general scope, extent and character of the work to be furnished and performed by the construction contractor.
 - b. Assist Owner by providing all required criteria, descriptions and design data and consulting with officials and Owner to obtain permits and to prepare other bidding/negotiation and construction contract documents.
 - c. Furnish five copies of the proposal forms, drawings and specifications, together with Consultant's revised opinion of probable Project Costs and Construction Cost of the Project, based upon the drawings and specifications and the other bidding/negotiation and construction contract documents, for review and approval by Owner, and review them in person with Owner.

4. Bidding or Negotiating Phase. If Bidding or Negotiating Services are to be provided under a Task Order, such Bidding or Negotiating Services shall include one or more or all of the following as set forth in the Task Order:
 - a. Assist Owner in advertising for and obtaining bids or negotiating proposals. Maintain a record of prospective bidders to whom bidding documents have been issue and attend pre-bid or negotiation conferences.
 - b. Issue addenda as appropriate and approved by Owner.
 - c. Consult with and advise Owner as to the acceptability of contractors, subcontractors, suppliers and other persons if such acceptability is required by the construction contract documents.
 - d. Consult with Owner as to acceptability of proposed substitute materials and equipment.
 - e. Attend bid openings, prepare bid or negotiation tabulation sheets, and assist Owner in evaluating bids or proposals and in assembling and awarding construction contracts.

5. Construction Phase. If Construction Services are to be provided under a Task Order, such Construction Services shall include one or more or all of the following as set forth in the Task Order:
- a. Furnish advice and consulting services during the construction period.
 - b. Review, return and comment on shop drawings and other equipment drawings furnished by contractors for materials and equipment to be incorporated into the work. Submittals shall be returned within 30 days of receipt by Consultant.
 - c. Consult and advise on the interpretation of the construction contracts.
 - d. Provide a representative to observe the construction of the work on a daily basis; such representative to be acceptable to Owner at all times. On the basis of such observation, Consultant may disapprove of or reject construction work while it is in progress if it does not conform to the construction contract or will prejudice the integrity of the design concept.
 - e. Assist Owner and field personnel in checking laboratory tests of construction materials and equipment which are to be incorporated into the work.
 - f. Review contractors' breakdown of cost, material quantities and scheduling.
 - g. Prepare monthly estimates and certification of construction progress payments, and report to Owner as required to keep Owner informed on the progress of construction and to allow Owner to perform its obligations under the construction contracts.
 - h. Prepare and submit proposed change orders to Owner for its consideration, approval or denial. Consultant shall, when requested, submit recommendations on proposed change orders.
 - i. Maintain daily records of construction, including logs of weather conditions, accident reports, work accomplished, manpower, equipment and materials used, and problems encountered.
 - j. Schedule and attend preconstruction and job conferences and promptly prepare and circulate minutes thereof to all participants.
 - k. Maintain files of correspondence, reports of job conferences, field orders, addenda, change orders, shop drawings, samples, progress reports, product data, submittals, handbooks, operations and maintenance manuals, instructions and other project-related documents.

- I. Conduct final inspection of the construction work, and prepare punchlists for corrections and recommend, when the construction work is complete, final payment to the construction contractors.
 - m. Prepare and continuously update drawings of record and submit one set of reproducible drawings of record to Owner within 90 days from the completion of the construction contract.
- 6. Operational Phase. If Operational Services are to be provided under a Task Order, such Operational Services shall include one or more or all of the following as set forth in the Task Order:
 - a. Provide assistance in the closing of any financial, refinancing or related transaction for the Project.
 - b. Assist Owner in training Owner's personnel to operate and maintain the Project and develop systems and procedures for operation, maintenance and recordkeeping for the Project.

ATTACHMENT B

FORM OF TASK ORDER

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Patrick Engineering, Inc. ("Consultant"), for Professional Engineering Services dated December 10, 2004 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

[Insert Title, Description and Scope of the Project]

2. **Services of Consultant:**

A. Basic Services:

[Incorporate applicable Attachment A paragraphs -- either by reference or in their entirety **OR** describe other basic services]

B. Additional Services:

[Describe additional services to be provided or state "none"]

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

[List or state "none"]

4. **Commencement Date:**

the date of execution of this Task Order by Owner.

_____ days following execution of this Task Order by Owner.

_____ days following issuance of Notice to Proceed by Owner.

_____, 200_.

5. **Completion Date:**

For use with single phase projects or multiple phase projects with single completion date:

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

_____, 200__, plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

For use with multiple phase projects with separate completion dates:

A. Study and Report Phase: _____ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

B. Preliminary Design Phase: _____ 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.

C. Final Design Phase: _____ 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.

D. Bidding or Negotiating Phase: _____ 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.

E. Construction Phase: _____ days following completion by, and final payment to, the construction contractor plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

F. Operational Phase: _____ 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.

G. _____ Phase: _____ 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.

6. **Submittal Schedule:**

Submittal:

Due Date:

7. **Key Project Personnel:**

Names:

Telephone:

8. **Contract Price:**

LUMP SUM TASK ORDER

For use with single phase projects or multiple phase projects with single lump sum cost:

For providing, performing, and completing all Services, the total Contract Price of:

_____ Dollars and _____ Cents
 (in writing) (in writing)

_____ Dollars and _____ Cents
 (in figures) (in figures)

For use with multiple phase projects with separate lump sum amounts:

For providing, performing, and completing each phase of Services, the following lump sum amount set forth opposite each such phase:

<u>Phase</u>	<u>Lump Sum</u>
Study and Report	\$
Preliminary Design	\$
Final Design	\$
Bidding/Negotiation	\$
Construction	\$
Operational	\$
_____	\$

COST PLUS FIXED FEE TASK ORDER

For use with single phase projects or multiple phase projects with uniform pricing:

For providing, performing, and completing all Services, a fixed fee of \$_____ plus an amount equal to Consultant's Direct Labor Costs times a factor of ____% for all Services rendered by principals and employees engaged directly on the Project.

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

For use with multiple phase projects with separate pricing:

For providing, performing, and completing each phase of Services, the following fixed fee set forth opposite each such phase, plus an amount equal to Consultant's Direct Labor Costs times the following factor set forth opposite each such phase, for all Services rendered by principals and employees engaged directly on the Project, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Fixed Fee</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Study and Report	\$		\$
Preliminary Design	\$		\$
Final Design	\$		\$
Bidding/Negotiation	\$		\$
Construction	\$		\$
Operational	\$		\$
_____	\$		\$

DIRECT COST TASK ORDER

For use with single phase projects or multiple phase projects with uniform pricing:

For providing, performing, and completing all Services, an amount equal to Consultant's Direct Labor Costs times a factor of _____% for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses.

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

For use with multiple phase projects with separate pricing:

For providing, performing, and completing each phase of Services, an amount equal to Consultant's Direct Labor Costs times the following factor set forth opposite each such phase, for all Services rendered by principals and employees engaged directly on the Project, plus an amount equal to the actual costs of all Reimbursable Expenses, but not to exceed, in each phase of Services, the following not to exceed amount set forth opposite each such phase except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

<u>Phase</u>	<u>Direct Labor Cost Factor</u>	<u>Not to Exceed</u>
Study and Report		\$
Preliminary Design		\$
Final Design		\$
Bidding/Negotiation		\$
Construction		\$
Operational		\$
_____		\$

PERCENTAGE OF CONSTRUCTION COST TASK ORDER

For providing, performing, and completing all Services, an amount equal to _____% of the Construction Cost of the Project.

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

9. Payments:

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

For use with Lump Sum Task Orders:

Consultant shall, not later than 10 days after execution of this Task Order and before submitting its first pay request, submit to Owner a schedule showing the value of each component part of such Services in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule shall equal the amount set forth in the Schedule of Prices. An unbalanced Breakdown Schedule providing for overpayment of Consultant on component parts of the Services to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for Services until Consultant has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Services. If Consultant fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Services or to make such Payments based on Owner's determination of the value of the Services completed.

For use with Cost Plus Fixed Fee Task Orders:

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel as set forth on the list supplied by Consultant attached hereto as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

The charge on account of the fixed fee shall be determined by Owner on the basis of Consultant's estimate of the proportion of total Services or, if separate fixed fees are provided for different phases of Services, the proportion of total Services in that phase, actually completed at the time of invoicing.

For use with Direct Cost Task Orders:

Direct Labor Costs shall mean salaries and wages paid to all Consultant personnel as set forth on the list supplied by Consultant attached hereto as Attachment A-1, including all professionals whether owners or employees, engaged directly on the Project, but shall not include indirect payroll related costs or fringe benefits.

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

For use with Percentage of Construction Cost Task Orders:

The Construction Cost of the Project for purpose of determining payment of the Contract Price to Consultant means the total cost to Owner, as estimated by Consultant or as bid by the Contractor engaged to perform the Project, whichever is less, of all elements of the Project designed or specified by Consultant; provided, however that Construction Cost of the Project shall not include Consultant's compensation and expenses, cost of land, rights-of-way, or compensation for or damages to, properties, nor Owner's legal, accounting, insurance counseling, or auditing services, or interest and finance charges incurred in connection with the Project or other costs that are the responsibility of Owner pursuant to Section 1.8 of the Contract.

Payments for each phase of Services shall be based upon the following percentage of the total cost or estimated Construction Cost of the Project set forth opposite each such phase:

Study and Report	_____ %
Preliminary Design	_____ %
Final Design	_____ %
Bidding/Negotiation	_____ %
Construction	_____ %
Operational	_____ %
_____	_____ %

Prior to completion of construction and final payment to the construction contractor, the estimated Construction Cost of the Project shall be based upon the construction contract price at the time of the award.

Prior to award of a construction contract, the estimated Construction Cost of the Project shall be based upon the lesser of (i) the most recent Consultant's opinion of probable Construction Cost of the Project submitted to, and approved by, Owner or (ii) the lowest bona fide bid received from a responsive and responsible bidder for such work or, if the work is not bid, the lowest bona fide negotiated proposal for such work from a responsive or responsible person.

Prior to submission and approval of Consultant's opinion of probable Construction Cost of the Project in the Study and Report Phase, progress payments shall be based upon salaries and wages paid to all Consultant personnel engaged directly on the Project and actual expenses incurred by Consultant directly or indirectly in connection with the Project.

Upon completion and final acceptance of each phase of Services, Owner shall pay such additional amount, if any, or be entitled to credit against future progress payments such amount, if any, as may be necessary to bring the total compensation paid on account of such phase to the foregoing percentages of the total or estimated Construction Cost of the Project, as the case may be.

10. **Modifications to Contract:**

[Describe Contract modifications or state "none"]

11. **Attachments:**

[List or state "none"]

Task Order No. ____

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

The Effective Date of this Task Order is _____, 200__.

DUPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

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

E-mail Address:

Phone: (630) 834-0100

Fax: (630) 834-0120

Task Order No. ____

PATRICK ENGINEERING, INC.

By: _____

Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address: 4970 Varsity Drive, Lisle, Illinois 60532-4101

E-mail Address:

Phone:

Fax:

EXHIBIT 2

TASK ORDER NO. 1

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Patrick Engineering, Inc. ("Consultant"), for Professional Engineering Services dated December 10, 2004 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

Indeterminate Automated Mapping and Facilities Management (AM/FM) and Geographical Informational System (GIS) assistance.

2. **Services of Consultant:**

As may be assigned by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

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

As may be assigned by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

4. **Commencement Date:**

As may be assigned by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

5. **Completion Date:**

As may be assigned by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

6. **Submittal Schedule:**

As may be assigned by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

7. **Key Project Personnel:**

As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

8. **Contract Price:**

As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing, but not to exceed \$5,000.00 per

assignment except as adjusted by a Change Order issued pursuant to Section 2.1 of the Contract:

9. **Payments:**

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

As may be established by the General Manager of Owner and confirmed by an authorized officer of Consultant in writing.

10. **Modifications to Contract:**

None

11. **Attachments:**

None

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

The Effective Date of this Task Order is December 10, 2004.

DUPAGE WATER COMMISSION

By: _____

Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Frank J. Frelka

Title: GIS Coordinator

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

E-mail Address: ffrelka@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

PATRICK ENGINEERING, INC.

By: _____

Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Scott A. Barnwell

Title: GIS Manager

Address: 4970 Varsity Drive, Lisle, Illinois 60532-4101

E-mail Address: sbarnwell@patrickengineering.com

Phone: 630-795-7375

Fax: 630-719-1982

EXHIBIT 3

TASK ORDER NO. 2

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Patrick Engineering, Inc. ("Consultant"), for Professional Engineering Services dated December 10, 2004 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

GIS Server Hardware Evaluation

2. **Services of Consultant:**

Evaluate Owner's information system architecture to determine the suitability and adequacy of Owner's existing servers to run ArcSDE (Spatial Database Engine) with SQL Server database management software and ArcIMS (Internet Mapping Software).

Recommend any hardware upgrades needed to achieve optimum software performance in accordance with Environmental Systems Research Institute (ESRI) standards.

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

None

4. **Commencement Date:**

December 10, 2004.

5. **Completion Date:**

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

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

None

8. **Contract Price:**

For providing, performing, and completing all Services, the total Contract Price of:

Three Thousand Dollars and no Cents
(in writing) (in writing)

3,000 Dollars and 00 Cents
(in figures) (in figures)

9. **Payments:**

The Contract Price shall be paid in full after completion.

10. **Modifications to Contract:**

None

11. **Attachments:**

None

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

The Effective Date of this Task Order is December 10, 2004.

DUPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Frank J. Frelka

Title: GIS Coordinator

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

E-mail Address: ffrelka@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

PATRICK ENGINEERING, INC.

By: _____

Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Mark Wegener

Title: Senior GIS Analyst

Address: 4970 Varsity Drive, Lisle, Illinois 60532-4101

E-mail Address: mwegener@patrickengineering.com

Phone: (630) 795-7200 ext. 7833

Fax: (630) 724-1681

EXHIBIT 3

TASK ORDER NO. 3

In accordance with Section 1.1 of the Master Contract between the DuPage Water Commission ("Owner") and Patrick Engineering, Inc. ("Consultant"), for Professional Engineering Services dated December 10, 2004 (the "Contract"), Owner and Consultant agree as follows:

1. **Project:**

GIS Software Installation Assistance

2. **Services of Consultant:**

Assist in installing and configuring ArcSDE (Spatial Database Engine) with SQL Server database management software on Owner's Geographical Informational System (GIS) database server.

Provide training in basic ArcSDE system administration and migrating and/or installing data into an ArcSDE-enabled SQL database.

Assist in installing and configuring ArcIMS (Internet Mapping Software) and provide training in basic ArcIMS system administration.

Construct a simple HTML ArcIMS web site using DuPage County GIS data to ensure software is functioning properly.

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

None

4. **Commencement Date:**

December 10, 2004.

5. **Completion Date:**

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

6. **Submittal Schedule:**

None

7. **Key Project Personnel:**

None

8. **Contract Price:**

For providing, performing, and completing all Services, the total Contract Price of:

Seven Thousand Five Hundred Dollars and no Cents
(in writing) (in writing)

7,500 Dollars and 00 Cents
(in figures) (in figures)

9. **Payments:**

The Contract Price shall be paid in full after completion.

10. **Modifications to Contract:**

None

11. **Attachments:**

None

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

The Effective Date of this Task Order is December 10, 2004.

DUPAGE WATER COMMISSION

By: _____
Robert L. Martin
General Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Frank J. Frelka

Title: GIS Coordinator

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

E-mail Address: ffrelka@dpwc.org

Phone: (630) 834-0100

Fax: (630) 834-0120

PATRICK ENGINEERING, INC.

By: _____

Name: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Ryan Meyer

Title: GIS Analyst

Address: 4970 Varsity Drive, Lisle, Illinois 60532-4101

E-mail Address: rmeyer@patrickengineering.com

Phone: (630) 795-7200

Fax: (630) 724-1681



DuPage Water Commission

MEMORANDUM

TO: Chairman Vondra and Commissioners

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

DATE: December 3, 2004

SUBJECT: Resolution No. R-76-04

Resolution No. R-76-04 entitled "A Resolution Awarding Quick Response Electrical Contract (QRE-2/04)" is not included in this package. The bids for this contract will be opened on Monday December 6, 2004. A copy of the bid results and Resolution No. R-76-04 will be included in a Tuesday supplemental package.

DATE: November 29, 2004

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Instrumentation Department
ITEM	A Resolution Approving a First Amendment to Task Order No. 3 Under the Master Engineering Agreement with Consoer Townsend Envirodyne Engineers, Inc. Resolution No. R-78-04	APPROVAL	
Account Number: WF-6389			
<p>The Commission entered into a master agreement with 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. Pursuant to Resolution No. R-31-04, the Commission approved Task Order No. 3 to the Master Agreement for the Evaluation and Design of an Uninterruptible Power Supply (UPS) System and Programmable Logic Controller (PLC) System for the DuPage Pumping Station.</p> <p>The existing uninterruptible power supply (UPS) system is providing clean backed up 120VAC power to the Commission's SCADA and LAN networks and most importantly the control power for the motor control centers for the pumps. This is one system that does not have redundancy, therefore jeopardizing the ability to pump water if the UPS system were to fail.</p> <p>During the course of the design, a more reliable arrangement was develop which will necessitate the redevelopment of the drawings and specification previously completed. This redevelopment of the drawings and specifications will require an additional \$2,000.00.</p>			
MOTION: To approve Resolution No. R-78-04.			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-78-04

**A RESOLUTION APPROVING A FIRST AMENDMENT TO
TASK ORDER NO. 3 UNDER THE MASTER ENGINEERING
AGREEMENT WITH CONSOER TOWNSEND ENVIRODYNE ENGINEERS, INC.**

WHEREAS, the DuPage Water Commission (the "Commission") entered into an agreement with 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 Agreement"); and

WHEREAS, the Master Agreement 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-31-04, the Commission approved Task Order No. 3 to the Master Agreement for the Evaluation and Design of an Uninterruptible Power Supply (UPS) System and Programmable Logic controller (PLC) System for the DuPage Pumping Station; and

WHEREAS, the Commission and the Consultant desire to amend Task Order No. 3 to the Master Agreement to modify the scope and certain not-to-exceed limitations on the cost of the work, the Board of Commissioners of the DuPage Water Commission hereby finding and determining that the circumstances said to necessitate the changes were not reasonably foreseeable at the time the Task Order was signed, the changes

are germane to the Task Order as signed, and/or the changes are in the best interest of the DuPage Water Commission and authorized by law; and

WHEREAS, the Engineers have approved the First Amendment to Task Order No. 3 attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1;

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

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

SECTION TWO: The First Amendment to Task Order No. 3 attached hereto as Exhibit 1 shall be and hereby is approved.

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2004.

Chairman

ATTEST:

Clerk

EXHIBIT 1

**FIRST AMENDMENT TO
TASK ORDER NO. 3**

In accordance with Article 1 of the Agreement for Engineering Services between the DuPage Water Commission (the "Commission") and Consoer Townsend Envirodyne Engineers, Inc. (the "Consultant"), dated May 14, 2004 (the "Agreement"), the Commission and the Engineers agree to amend Task Order No. 3 to the Agreement for the Evaluation and Design of an Uninterruptible Power Supply (UPS) System and Programmable Logic Controller (PLC) project ("Task Order No. 3") as follows:

1. Contract Price:

Section 8, entitled "Contract Price," of Task Order No. 3 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 each phase of Services, the following lump sum amount set forth opposite each such phase:

Phase

Meetings	\$1,356.00
Technical Memorandums/Diagrams	\$8,780.00
RFP Evaluation/Recommendation	\$ 904.00"

In all other respects, Task Order No. 3 to the Agreement shall remain in full force and effect, and Task Order No. 3 to the Agreement shall be binding on both parties as hereinabove amended.

DUPAGE WATER COMMISSION

By: _____

Robert L. Martin, P.E.
General Manager

CONSOER TOWNSEND ENVIRODYNE
ENGINEERS, INC.

By: _____

Name: _____

Title: _____



DuPage Water Commission

MEMORANDUM

TO: Chairman and Commissioners

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

DATE: December 3, 2004

SUBJECT: Summary of Action Since Previous Meeting

1. The five additional personnel that were authorized at the August 12, 2004 Commission meeting have been hired.
2. A kick off meeting was held with Consolidated Consulting Corporation and Camp Dresser & McKee/Patrick Engineering on November 16, 2004 regarding the electrical reliability study and the bench marking study. Resolution Nos. R-70-04 and R-71-04 approved these evaluations.
3. The agreement for financial application software and associated services with Tyler Technologies, Inc. – Incode Division (Interactive Computer Designs, Inc.) was executed. This matter was authorized by Resolution No. R-55-04.



DuPage Water Commission

MEMORANDUM

TO: Chairman Vondra and Commissioners

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

DATE: December 2, 2004

SUBJECT: Proposed Revolving Loan Program

Attached is a summary of the responses to my letter to the municipal customer utilities regarding the proposed Revolving Loan Program (RLP). Though not all the respondents provided estimated costs, all the responses were favorable about the proposed program. This item appears on the agenda under New Business. I would be interested in your thoughts regarding the proposed program.

Administration/Subsequent Customer Information/Unincorporated Area Information/Revolving Loan Program Summary
Memo.doc

Municipal Customer	Proposed Projects	Municipal Comments
Addison	<p>18 Projects Population: 4,310 Cost: \$17,785,000 Timetable: Based on availability of funds</p>	
Glen Ellyn	<p>Northeast of Five Corners Location: Service to Great Western Ave., Emerson, Forest Park and Lenox Population: 198 (60 x 3.3 persons) Cost: \$870,000 Timetable: 2005-2006</p> <p>Glen Oak Country Club Area (East Hill Avenue) Location: Service to area east of Swift Road, north of ComEd property; Likely potential for increase in the number of lots Population: 264 (80 x 3.3 persons) Cost: \$1,029,000 Timetable: 2005-2006</p> <p>Northeast Glen Ellyn (Swift Road Corridor) Location: Service to area east of Swift Road, north of ComEd property; Likely potential for increase in the number of lots Population: 264 (80 x 3.3 persons) Cost: \$2,300,000 Timetable: 2006-2007</p> <p>Southeast Glen Ellyn (Five Projects) Location: Service to Milton and Taylor, south of Buena Vista, Service to Maple Lane, north of Marston, Service to McCormick and Taylor, north of Marston, Service to Dorchester and Cotuit Courts, Extension of Main on Sunnybrook from Birchbrook Subd to Bemis Population: 257 (78 x 3.3 persons) Cost: \$853,500 Timetable: 2007-2008</p>	

Municipal Customer	Proposed Projects	Municipal Comments
	<p>Arboretum Estates West Location: Service to Elmwood, Poplar, Ahstrand, Beechwood and Oaklawn; includes second feed from Lambert Road through COD Population: 231 (70 x 3.3 persons) Cost: \$880,000 Timetable: 2007-2008</p> <p>Arboretum Estates East Loop Closure Location: Complete loop to reinforce AEE system installed in 2004; service to Butterfield Road Properties Population: 20 (6 x 3.3 persons) Cost: \$289,000 Timetable: 2007-2008</p> <p>Glen Ellyn Woods (South of Butterfield and west of Park) Location: Service to west side of Park, Hackberry, Blackcherry, Tamarack, Mulberry, Red Oak, Sycamore and Elmwood Population: 677 (205 x 3.3 persons) Cost: \$2,085,000 Timetable: 2008-2009</p> <p>Northwest Glen Ellyn (Bloomingdale Road/ St. Charles Road) Location: Service to Great Western Ave, Mildred, Arnold, Kenilworth, Dawn and Evergreen Population: 429 (130 x 3.3 persons) Cost: \$1,275,000 Timetable: 2009-2010</p> <p>Prairie, Pleasant and Euclid, North of St. Charles Road Population: 198 (60 x 3.3 persons) Cost: \$698,000 Timetable: 2009-2010</p>	

Municipal Customer	Proposed Projects	Municipal Comments
		<p>The extension of the water system is important for the properties affected. An equally important need in most of these same areas proposed for water service would be the extension of sanitary sewers. The inclusion of possible projects to install sanitary sewers concurrently or as a separate project with the water system would make the program even more attractive and could possibly help resolve other health, safety, and welfare issues in DuPage County.</p>
Hinsdale		<p>Believes that the RLP should only be made available to municipal customers and not limited to charter customers.</p> <p>Would these be unsecured loans?</p> <p>Would the Commission seek some type of security or collateral from municipalities before issuing a loan?</p> <p>Would there be limits on the loan amount?</p> <p>Could the RLP be used to replace aging water mains in an unincorporated area currently being served by a municipality?</p>
Lombard	<p>Project A: York Center Cooperative Location: South of Roosevelt and West of Meyers including 13th St., Chase, Rochdale Circle, 14th St., Pine Lane, and the area east of Fairfield Population: 297 (# of units x 3.3 persons) Cost: \$800,000 Timetable: 2005-2006</p>	

Municipal Customer	Proposed Projects	Municipal Comments
	<p>Project B: Congress Knolls Subdivision Location: South of 16th St., West of Meyers, North of 22nd St., East of Lewis Population: 835 Cost: \$4,108,180 Timetable: Between 2007 and 2012</p> <p>Project C: Location noted below Location: South of Highridge, North of Roosevelt, East of Church, West of Villa Park boundary Population: 165 Cost: \$791,200 Timetable: Between 2005 and 2008</p> <p>Project D: Flowerfield Subdivision Location: South of Wilson, West of Finley, East of State Route 53, North of Nicor facility Population: 380 Cost: \$1,228,540 Timetable: Between 2005 and 2010</p> <p>Project E: Glenbard Acres Location: South of Roosevelt, North of Aspen Dr., Includes Lloyd, Lawler and Valley Population: 502 Cost: \$1,907,000 Timetable: 2010 or later</p> <p>Project F: Location Noted Below Location: East of State Route 53, North of Harding, South of Charles Lane, West of Finley Population: 135 Cost: \$770,370 Timetable: Between 2005 and 2008</p>	

Municipal Customer	Proposed Projects	Municipal Comments
	<p>Project G: * Area Served by Highland Hills Sanitary District Location: South of Roosevelt, North of 17th St., West of Pineview, East of Main Population: 1,158 Cost: \$633,970 Timetable: Between 2006 and 2010 * Project would retain Highland Hills water distribution system and provide for construction of new feeder main on Highland between Roosevelt and Eastgate</p> <p>Project H: *Location Noted Below Location: School from Norton to Roosevelt and Morris from Ahrens to Westmore Population: 119 Cost: \$690,000 Timetable: 2005-2006 * This area was recently annexed to Lombard. Homes are served by wells.</p>	<p>1. If the purpose of the program is to supply Lake Michigan water to all areas of the County, there is no reason why the Revolving Loan Program should not be made available to finance construction in incorporated as well as unincorporated areas.</p> <p>2. Several of the unincorporated locations noted in this response may be incorporated into Lombard prior to the construction of new water mains. That would negate the 10-year annexation limitation noted in your letter (#4). However, it should not preclude a community's ability to utilize the Revolving Loan Program.</p>

Municipal Customer	Proposed Projects	Municipal Comments
Naperville		The proposed revolving loan program has merit and the requirements seem appropriate. Unless an unknown groundwater quality problem threatening public health is uncovered from testing or otherwise it is doubtful there is sufficient interest in unincorporated residential subdivision to move ahead with water main extensions.
Oakbrook Terrace		The City is currently negotiating with two (2) large office building management companies within our corporate limits concerning the creation of a special service area. Can the RLP be utilized to fund the improvements within a special service area?
Villa Park	<p>Suburb Hill Location: Villa Avenue, North Avenue, Ellsworth and Manor Streets Population: 83 (25 units x 3.3) plus several industrial/commercial buildings Cost: Not given Timetable: Not given</p> <p>Southern end of town Location: Villa Avenue, Ardmore Avenue, Harrison Street and Roosevelt Road (85 acres) Cost: Not given Timetable: Not given</p>	Parcels in this area are slowly annexing into Villa Park, so the annexation requirement of 10 years could cause a problem, something we will have to investigate.
Willowbrook	<p>Location: between Holmes Avenue and Bentley Avenue, between 58th and 59th Streets, Quincy Street south of 63rd St and 64th and Thurlow Streets west of Madison Street. Population: 319 (150 incorporated) Cost: \$1,100,000 Timetable: 2005-2006</p>	Willowbrook disagrees with the condition of not requiring annexation earlier than ten (10) years from the initial time of service connection. This ten-year period is contrary to the Village's policy of requiring annexation.

Municipal Customer	Proposed Projects	Municipal Comments
Wood Dale	<p>Mohawk Manor Population: 500 Cost: \$620,000 Timetable: 2009-2010</p> <p>Wood Dale Highlands Population: 500 Cost: \$560,000 Timetable: 2009-2010</p> <p>South Wood Dale Road Population: 50 Cost: \$300,000 Timetable: 2005-2006</p>	
Woodridge	<p>Woodcrest Estates and Woodcrest Estates II Newman's Pleasantdale Population: Woodcrest Estates I & II: 422 Newman's Pleasantdale: <u>1,775</u> 2,197</p> <p>Cost: \$6,500,000 Timetable: Not given</p>	

Municipalities Responding	FY2005-06	FY 2006-07	FY 2007-08	FY 2008-09	FY 2009-10	After 2010	Total Cost	Population
Addison	3,557,000	3,557,000	3,557,000	3,557,000	3,557,000	0	17,785,000	4,310
Glen Ellyn	1,899,000	2,300,000	2,022,500	2,085,000	1,973,000	0	10,279,500	2,538
Hinsdale								
Lombard	1,490,000		1,561,570	1,862,510		1,907,000	6,821,080	3,591
Naperville								
Oakbrook Terrace								
Villa Park								83
Willowbrook	1,100,000						1,100,000	319
Wood Dale	300,000				1,180,000		1,480,000	1,050
Woodridge		3,250,000		3,250,000			6,500,000	2,197
	8,346,000	9,107,000	7,141,070	10,754,510	6,710,000	1,907,000	43,965,580	14,088

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	GIS
ITEM	<p>A Resolution Approving and Authorizing the purchase of Geographic Information System (GIS) software from Environmental Systems Research Institute (ESRI)</p> <p>Purchase Order No. 8550</p>	<p>APPROVAL</p> 	
<p>Account Number: WF-6951</p> <p>Attached is Purchase Order No. 8550 to Environmental Research Systems Institute (ESRI) in the amount of \$31,100.00. This purchase order authorizes the purchase of geographic information system (GIS) software as recommended in the GIS Needs Assessment and Implementation Plan conducted for the Commission by Patrick Engineering. Specifically, the resolution would authorized expenditure of funds for: ArcINFO GIS mapping software (\$7,100); ArcSDE database management software (\$10,000); ArcIMS Internet mapping software (\$10,000); 3D Analyst software extension (\$2,000); and Maplex labeling extension (\$2,000).</p> <p>This ESRI software is needed to establish a basic map production and data distribution capability. ArcINFO is a high-end GIS mapping product that will allow intergration of DuPage and Cook County GIS basemap data with to-be-developed DWC facility data from the GPS data collection project, scanned maps and other sources. ArcSDE is data management software that allows simultaneous multiple user access to maps and GIS data. ArcIMS is an Internet map distribution product that will be used to provide local map access on DWC's Intranet. 3D Analyst is a software product that allows for 3D display and analysis of geographic data. Maplex is a software extension product that allows for advanced label placement on maps.</p> <p>ESRI is the market leader in the GIS industry and sole source provider for the software included in this resolution. The prices listed reflect the Master Purchase Agreement between the State of Illinois and ESRI.</p>			
<p>MOTION: To suspend the purchasing procedures of the Commission's By-Laws and approve Purchase Order No. 8550 in the amount of \$31,000.00 for the purchase of GIS software.</p>			

Purchase Order



DU PAGE WATER COMMISSION

600 E. BUTTERFIELD ROAD
 ELMHURST, IL 60126-4642
 (630) 834-0100 • FAX: (630) 834-0120

P.O. No 8550	
DATE 12/10/04	DATE REQUIRED ASAP
TERMS NET 45 DAYS TAX EXEMPT	
SHIP VIA BEST WAY	
FOB	

TO: Environmental Systems Research 880 Blue Gentian Road, Suite 200 St. Paul, MN. 55121-1596 (651)454-0600 Fax: (651) 454-0705	SHIP TO: Attn: Frank Frelka Above Address
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QTY.	UNIT	PLEASE SUPPLY ITEMS BELOW	UNIT PRICE		AMOUNT
1	EA.	52382 ArcINFO GIS Software	7,100.	00	\$7,100.00
1	EA.	86443 ArcSDE Database Software	10,000.	00	\$10,000.00
1	EA.	97533 ArcIMS GIS Software	10,000.	00	\$10,000.00
1	EA.	88283 3D Analyst GIS Software	2,000.	00	\$2,000.00
1	EA.	97282 Maplex GIS Extension	2,000.	00	\$2,000.00
TOTAL.....					\$31,100.00
CONFIRMING -DO NOT DUPLICATE					

IMPORTANT

This Purchase Order Number must appear on all invoices, acknowledgments, bills of lading, correspondence and shipping cartons. Please notify us if you are unable to ship complete order by date specified.

(ACCT. #WF-6951)

Please send 2 copies of your invoice

 AUTHORIZED SIGNATURE

Robert L. Martin

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 11/5/04 TO 12/3/04

MEETING OF

12/09/04

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VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	FUNDING SOURCE (d)	INVOICE AMOUNT	VENDOR AMOUNT
A.R.D.C.	6186918	11/08/04	2005 ARDC Registration- Crowley	WF-6540	WR	229.00	229.00
Aerex Pest Control	8340100	11/16/04	Exterminator - Pump & Motor Rooms: November 2004	WF-6622	WR	50.00	
Aerex Pest Control	834	11/16/04	Exterminator - Pump & Motor Rooms: November 2004	WF-6622	WR	47.00	
Aerex Pest Control	100	11/16/04	Exterminator - Pump & Motor Rooms: November 2004	WF-6622	WR	47.00	144.00
Alliance Window Cleaning, Inc.	83534	11/16/04	Window Washing DPPS: November 2004	WF-6622	WR	164.00	164.00
ALTO U.S., Inc.	RI 1799746	10/27/04	Maintenance Supplies	WF-6622	WR	29.93	29.93
American Bar Association	2500690800	11/22/04	Annual Membership- M. Crowley	WF-6540	WR	330.63	330.63
American Water Works Association	1000232756	09/27/04	Manual Water Meter Selection	WF-6522	WR	55.00	
American Water Works Association	1000239264	11/12/04	Steel Water- Storage Tanks	WF-6522	WR	103.50	158.50
Associated Technical Services, Ltd.	14370	10/13/04	Repair RD400 Locator	WF-6631	WR	136.25	136.25
AT&T	6308340100	11/19/04	Long Dist. Serv. DPPS: Oct-Nov 2004	WF-6514	WR	414.38	414.38
Avalon Petroleum Company	450601	11/09/04	Premium Fuel	WF-6642	WR	1,842.30	
Avalon Petroleum Company	451855	11/23/04	Premium Fuel	WF-6642	WR	1,609.28	3,451.58
Bank One	311806002454	10/11/04	Replenish I-Pass	WF-6131	WR	40.00	40.00
Basic Chemical Solutions, LLC	SI4105569	11/04/04	Sodium Hypochlorite	WF-6613	WR	3,388.34	3,388.34
Bullis Lock Company, Inc.	8177	11/16/04	Keys	WF-6633	WR	125.00	
Bullis Lock Company, Inc.	25837	11/02/04	Repair Lock	WF-6633	WR	222.00	347.00
B&W Control Systems Integration	642	12/02/04	Meter Test Bench Control Upgrade	WF-6623	WR	9,074.00	9,074.00
Camp Dresser & McKee Inc.	80190147/8	11/22/04	DPPS Power Supply Design: 10/24/04-11/13/04	WF-7912	DSR	12,661.26	12,661.26
CDWG	PR63080	11/18/04	Sony Camera and Sandisk Compact Flash	WF-6637	WR	886.00	
CDWG	PS30700	11/22/04	Sony Accessory Kit and Case	WF-6637	WR	136.00	
CDWG	PN93517	11/10/04	Projector Screen	WF-6550	WR	358.00	1,380.00

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 11/5/04 TO 12/3/04

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Chapman and Cutler LLP	24-8337	11/12/04	Final Arbitrage Rebate Srvs- Series 1993 Revenue Bonds	WF-6239	WR	750.00	750.00
Chicago, City of: Dept. of Water	Ltr.	11/09/04	Electric Service: 8/27/04-9/29/04	WF-6611	WR	97,179.65	
Chicago, City of: Dept. of Water	Ltr.	11/26/04	Electric Service: 9/29/04-10/27/04	WF-6611	WR	80,972.16	178,151.81
Chicago, City of: Supt. of Wtr. Coll.	Ltr.	12/01/04	Water Supply: 11/1/04-11/30/04	WF-6611	WR	2,820,658.86	2,820,658.86
Chicago Tribune	516393003	11/05/04	Public Notice: Engineering for Electrical Generation	WF-7912	DSR	239.20	
Chicago Tribune	516393001	11/18/04	Ad: QRE-1	WF-6622	WR	360.00	
Chicago Tribune	516393002	11/22/04	Ad: TS-6	WF-7958	DSR	1,400.00	1,999.20
Cintas First Aid & Safety	343251276	11/10/04	First Aid Supplies	WF-6622	WR	135.50	135.50
Commonwealth Edison	Various	11/30/04	CP Station: November 2004	WF-6612	WR	148.94	
Commonwealth Edison	Various	11/30/04	Meter Sta. Serv.: November 2004	WF-6612	WR	2,679.24	
Commonwealth Edison	Various	11/30/04	Remote Opr. Valve: November 2004	WF-6612	WR	583.78	
Commonwealth Edison	Various	11/30/04	Tank Site Serv: November 2004	WF-6612	WR	1,781.89	5,193.85
Concept Commercial Communications, Inc.	106366	12/01/04	Repair Nextel Radios	WF-6550	WR	55.00	55.00
Constellation NewEnergy, Inc.	0297187001	11/24/04	DPPS Electric Service: 10/21/04-11/19/04	WF-6612	WR	133,837.08	133,837.08
Crowley, Maureen	Req.	11/11/04	Employee Picnic	WF-6521	WR	274.65	274.65
CTE Engineers, Inc.	44140675.2000-9	11/10/04	Eng. Srvc. - Reservoir Design: 10/2/04-10/29/04	WF-7912	DSR	48,111.42	
CTE Engineers, Inc.	44140753.1000-4	11/10/04	Prof. Eng. Services/Hydraulic Eval: 10/2/04-10/29/04	WF-6389	WR	1,605.01	49,716.43
D&S Sales	7790	11/22/04	Cable and Level Wind Spring Kit	WF-6641	WR	83.63	83.63
DANKA	400853829	11/06/04	Office Supplies	WF-6521	WR	254.30	
DANKA	702239725	10/07/04	Copier Service	WF-6550	WR	782.57	
DANKA	702476671	11/15/04	Copier Maintenance- October 2004	WF-6550	WR	168.00	1,204.87
Datastream	251354	11/18/04	Datastream Annual Support	WF-6622	WR	2,989.00	2,989.00

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Divane Bros. Electric Co.	16746	11/17/04	Quick Response Electrical Contract #QRE-1.004	WF-6622	WR	11,678.88 (a)	11,678.88
DuPage, County of	Ltr.	11/19/04	Permit Review: TIB-1	WF-7972	DSR	1,050.00	
DuPage, County of	Ltr.	11/19/04	Permit Review: TIB-1	WF-7972	DSR	1,630.00	2,680.00
Elmhurst Memorial Hospital	22317	11/01/04	New Employee Physicals	WF-6191	WR	255.00	
Elmhurst Memorial Hospital	22698	11/23/04	New Employee Physicals	WF-6191	WR	170.00	425.00
Excalibur Refreshment Concepts, Inc.	40009	11/24/04	Office Supplies	WF-6521	WR	222.95	222.95
Federal Express Corp.	7-866-71859	11/24/04	Messenger Service November 2004	WF-6532	WR	709.38	709.38
Government Fixed Asset Services, Inc.	155	11/22/04	Fixed Asset Consulting Services	WF-6232	WR	1,837.34	1,837.34
Grainger	001-708954-1	11/04/04	Maintenance Supplies	WF-6622	WR	63.44	
Grainger	939-708955-9	11/04/04	Desk Lamp	WF-6622	WR	9.48	72.92
Holland & Knight	1702103	11/02/04	Legal Services: Darien Storm Sewer Damage	WF-6251	WR	141.00	
Holland & Knight	1709437	11/10/04	Legal Services: General	WF-6251	WR	84.00	225.00
Home Depot	Various	11/30/04	Maintenance Supplies	WF-6622	WR	723.61	
Home Depot	6053456	12/01/04	Maintenance Supplies	WF-6633	WR	79.07	
Home Depot	Various	11/30/04	Maintenance Supplies- Pipeline	WF-6637	WR	120.62	923.30
HSQ Technology	05-2188/6550	11/29/04	Telephone support	WF-6624	WR	495.00	495.00
Illinois Paper Company	278181-000	11/05/04	Office Supplies- Paper	WF-6521	WR	22.38	
Illinois Paper Company	278248-000	11/19/04	Office Supplies	WF-6521	WR	335.00	
Illinois Paper Company	278478-000	11/24/04	Office Supplies	WF-6521	WR	184.95	
Illinois Paper Company	363663-000	11/30/04	Credit for Empty Cartridges	WF-6521	WR	(16.00)	526.33
Illinois Public Risk Fund	Stmt.	11/14/04	Worker's Comp Insurance- 25% Deposit	WF-6415	WR	19,892.00	19,892.00
Illinois State Bar Association	37383	11/01/04	Annual Membership- M. Crowley	WF-6540	WR	149.50	149.50
ITG Solutions, Inc.	70456	11/10/04	Repair on HVAC	WF-6621	WR	312.57	312.57

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J.U.L.I.E.	10-04-0435	11/01/04	Utility Locates:	WF-6634	WR	5,168.95	5,168.95
Katten Muchin Zavis Rosenman	1300173710	11/05/04	Legal Services: Subsequent Customer Pricing	WF-6232	WR	4,505.00	4,505.00
Mel's Ace Hardware	1325630	11/06/04	Office Supplies	WF-6521	WR	14.38	
Mel's Ace Hardware	1327694	11/17/04	Maintenance Supplies	WF-6633	WR	21.53	
Mel's Ace Hardware	1329523	11/22/04	Maintenance Supplies	WF-6622	WR	1.58	37.49
Menards- Hillside	Various	11/30/04	Maintenance Supplies	WF-6622	WR	730.31	
Menards- Hillside	55197	11/23/04	Maintenance Supplies	WF-6633	WR	2.76	
Menards- Hillside	56079	11/27/04	Office Supplies	WF-6521	WR	164.66	897.73
Micro Center	931701	11/11/04	Computer Supplies	WF-6550	WR	65.94	
Micro Center	935198	11/16/04	Computer Supplies	WF-6550	WR	38.28	
Micro Center	935810	11/17/04	Computer Supplies	WF-6550	WR	35.46	139.68
Naperville, City of	Various	11/30/04	Meter Sta. Service: October 2004	WF-6612	WR	282.42	282.42
National City Bank of the Midwest	802258001	11/16/04	Administrative Fees- November 2004	WF-6233	WR	932.90	932.90
National Waterworks	55881	11/22/04	Meter Testing Supplies	WF-6623	WR	400.00	
National Waterworks	1828859	11/03/04	Valve Box Lids and Top Sections	WF-6633	WR	530.00	930.00
Network Technologies Group, LLC	20756	11/04/04	Messaging	WF-6514	WR	22.35	22.35
Nextel Communications	648652511	11/13/04	Cellular Phone Serv.: 10/9/04-11/8/04	WF-6514	WR	430.91	430.91
NICOR	2-38-82-32429	11/15/04	DPPS Service: 9/14/04-10/14/04	WF-6513	WR	403.61	
NICOR	2-38-82-32429	11/19/04	DPPS Service: 10/14/04-11/9/04	WF-6513	WR	1,463.01	1,866.62
Northern Illinois University	DCE004439	11/01/04	ILGISA Fall 2004 Conference Registration- Schori	WF-6133	WR	225.00	225.00
Olive Grove Landscaping, Inc.	7851	11/08/04	Landscape Mgmt Serv: October 2004	WF-6622	WR	4,242.50	4,242.50
Patrick Engineering Inc.	9593.A0-3	11/15/04	GIS Needs Analysis and Implementation	WF-6389	WR	11,077.50	11,077.50

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 11/5/04 TO 12/3/04

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Petty Cash, V. Butler, Custodian	Req.	11/18/04	Office Supplies	WF-6521	WR	19.20	
Petty Cash, V. Butler, Custodian	Req.	11/18/04	Maintenance Supplies	WF-6622	WR	14.56	
Petty Cash, V. Butler, Custodian	Req.	11/18/04	Postage Reimbursement	WF-6532	WR	(7.25)	
Petty Cash, V. Butler, Custodian	Req.	11/18/04	Employee Picnic	WF-6191	WR	459.87	
Petty Cash, V. Butler, Custodian	Req.	11/18/04	Travel Expense	WF-6131	WR	214.25	
Petty Cash, V. Butler, Custodian	Req.	11/18/04	Administrative Expense	WF-6590	WR	162.08	
Petty Cash, V. Butler, Custodian	Req.	11/18/04	Vehicle Maintenance	WF-6641	WR	96.89	
Petty Cash, V. Butler, Custodian	Req.	11/18/04	Scap Metal Sale	WF-5900	WR	(247.20)	
Petty Cash, V. Butler, Custodian	Req.	11/18/04	Gasoline	WF-6642	WR	20.00	732.40
Platinum Plus for Business	4406	11/15/04	Commission Breakfast- October Board Meeting	WF-6521	WR	180.61	
Platinum Plus for Business	4406	11/15/04	Gasoline	WF-6642	WR	51.14	
Platinum Plus for Business	4406	11/15/04	I-Pass Replenish	WF-6131	WR	120.00	
Platinum Plus for Business	4414	11/10/04	Registration Fee- M. Crowley	WF-6132	WR	185.00	536.75
Quill Corporation	Various	11/30/04	Office Equipment	WF-6952	WR	1,177.64	
Quill Corporation	Various	11/30/04	Office Supplies	WF-6521	WR	1,810.14	2,987.78
Red Wing Shoe Store	45000000714	11/12/04	Boots: Ellingsworth, Villegas, Unger (2)	WF-6626	WR	507.96	507.96
Reliable Office Supplies	SQS80401	11/08/04	Office Supplies	WF-6521	WR	151.29	151.29
Roger Redderoth	11659	11/09/04	Gasoline: M63636	WF-6642	WR	42.00	42.00
Rossi Contractors, Inc.	Ltr.	11/10/04	M.S. 1B Inlet Header Repair (QR6- Payout 13A)	WF-6631	WR	10,527.65 (a)	10,527.65
Rossi Contractors, Inc.	Ltr.	11/26/04	Install and Repair Anodes (QR-6- Payout 12A)	WF-6631	WR	18,185.16 (a)	18,185.16
Rossi Contractors, Inc.	TIB-1	12/02/04	Cont. TIB-1: Partial Invoice No.8	WF-7500	DSR	463,962.60 (a)	
Rossi Contractors, Inc.	TIB-1	12/02/04	Cont. TIB-1: Partial Invoice No. 8	WF-3520	DSR	(46,396.26) (a)	
Rossi Contractors, Inc.	TIB-1	12/02/04	Cont. TIB-1: Partial Invoice No. 8	WF-3530	DSR	(1,740.00) (a)	415,826.34
Royal Office Products	418917	11/19/04	Office Supplies	WF-6521	WR	19.98	19.98
SBC	6308940725	11/04/04	Tank Site #1: 11/4/04-12/3/04	WF-6514	WR	19.70	

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SBC	708Z096241	11/16/04	Backup Telemetry Serv: 11/16/04-12/15/04	WF-6514	WR	705.23	724.93
SBC Paging	2220004	11/01/04	Pager Service: November 2004	WF-6514	WR	98.60	98.60
Seeco Consultants, Inc.	12344	11/24/04	Construction Materials Testing - TIB	WF-7962	DSR	9,243.48	9,243.48
Sooper Lube	61880	11/05/04	Vehicle Maintenance: M-149226	WF-6641	WR	36.78	
Sooper Lube	62792	11/19/04	Vehicle Maintenance- M78556	WF-6641	WR	32.45	
Sooper Lube	62812	11/19/04	Vehicle Maintenance- M76785	WF-6641	WR	32.45	101.68
Specialty Mat Service	270559	11/15/04	Floor Mat Service: 11/15/04	WF-6622	WR	58.95	
Specialty Mat Service	272512	11/29/04	Floor Mat Service: 11/29/04	WF-6622	WR	58.95	117.90
TelSpan	INV0000070087	10/31/04	TeleConferencing Services 10/12/04	WF-6514	WR	37.47	37.47
Thomas Pump Company, Inc.	41816	11/19/04	Maintenance Supplies	WF-6633	WR	1,303.00	1,303.00
ThyssenKrupp Elevator Company	31871	12/01/04	Elevator Maintenance: 12/1/04-12/31/04	WF-6622	WR	232.84	232.84
Total Facility Maintenance, Inc.	116027	11/22/04	DPPS Cleaning Services: December 2004	WF-6622	WR	1,837.29	1,837.29
Total Fire & Safety, Inc.	DM111204A	11/12/04	Fire Extinguisher Training	WF-6132	WR	250.00	
Total Fire & Safety, Inc.	DM111604A	11/16/04	Fire Extinguisher Training	WF-6132	WR	530.00	780.00
Tree Towns	716248	11/11/04	Digital Bond Copy	WF-6634	WR	15.00	
Tree Towns	716248	11/11/04	Pipeline Plan Copies	WF-6521	WR	15.00	
Tree Towns	716042	11/11/04	Pipeline Plan Copies	WF-6521	WR	256.44	286.44
Triton Electronics, Inc.	5839	10/25/04	Calibration Telewave/Bird Wattmeter	WF-6624	WR	50.00	50.00
Unique Products & Service Corp.	132929	11/29/04	Salt for Driveways and Sidewalks	WF-6622	WR	1,341.20	1,341.20
United Visual	65362	11/02/04	Screen Rental	WF-6590	WR	20.00	20.00
Verizon Wireless	504976418	11/08/04	Cellular Phone Serv.: 11/9/04-12/8/04	WF-6514	WR	42.50	
Verizon Wireless	505077564	11/11/04	Cellular Phone Serv.: 11/12/04-12/11/04	WF-6514	WR	30.72	73.22

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 11/5/04 TO 12/3/04

MEETING OF

12/09/04

- 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 - WR - Water Revenue, ST - Sales Taxes, DSR - Released Debt Service Reserve Funds

VENDOR	INVOICE #	DATE	DESCRIPTION	ACCT# (c)	FUNDING SOURCE (d)	INVOICE AMOUNT	VENDOR AMOUNT
Viking Awards	114 V	11/15/04	Engraved Commission Logo	WF-6590	WR	50.00	50.00
Viking Office Products	263689643-001	11/03/04	Office Supplies	WF-6521	WR	164.06	
Viking Office Products	263689643-002	11/16/04	Office Supplies	WF-6521	WR	29.47	
Viking Office Products	265502342-001	11/17/04	Office Supplies	WF-6521	WR	35.46	228.99
Wall Street Journal	12988772926	11/20/04	Annual Subscription	WF-6522	WR	199.00	199.00
West	807652697	11/16/04	Westlaw: 10/1/04-10/31/04	WF-6522	WR	246.54	246.54
Westchester Lock & Key Service, Inc.	34277	11/05/04	Repairs to Door Locks	WF-6622	WR	305.00	305.00
Windows IT Pro	313300	11/16/04	Subscription Renewal	WF-6522	WR	49.95	49.95
Total Accounts Payable							3,764,752.81

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 11/5/04 TO 12/3/04

VENDOR VOLUME
 ACCOUNTS PAYABLE SPREADSHEET
 12/9/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Chicago, City of: Supt. of Wtr. Coll.	Water Supply: November 2004	2,820,658.86	2,820,658.86	74.923%
Rossi Contractors, Inc.	Cont. TIB-1: Partial Invoice No. 8	415,826.34	3,236,485.20	85.968%
Chicago, City of: Dept. of Water	Electric Service: September & October 2004	178,151.81	3,414,637.01	90.700%
Constellation NewEnergy, Inc.	DPPS Electric Service: 10/21/04-11/19/04	133,837.08	3,548,474.09	94.255%
CTE Engineers, Inc.	Eng. Svcs.- Reservoir Design & Services/Hydraulic Eval	49,716.43	3,598,190.52	95.576%
Illinois Public Risk Fund	Worker's Comp Insurance- 25% Deposit	19,892.00	3,618,082.52	96.104%
Rossi Contractors, Inc.	Install and Repair Anodes (QR6- Payout 12A)	18,185.16	3,636,267.68	96.587%
Camp Dresser & McKee Inc.	DPPS Power Supply Design: 10/24/04-11/13/04	12,661.26	3,648,928.94	96.923%
Divane Bros. Electric Co.	Quick Response Electrical Contract #QRE-1.004	11,678.88	3,660,607.82	97.234%
Patrick Engineering Inc.	GIS Needs Analysis and Implementation	11,077.50	3,671,685.32	97.528%
Rossi Contractors, Inc.	M.S. 1B Inlet Header Repair (QR6- Payout 13A)	10,527.65	3,682,212.97	97.808%
Seeco Consultants, Inc.	Construction Materials Testing - TIB	9,243.48	3,691,456.45	98.053%
B&W Control Systems Integration	Meter Test Bench Control Upgrade	9,074.00	3,700,530.45	98.294%
Commonwealth Edison	Meter Station, ROV, CP & Tank Site Electric Service	5,193.85	3,705,724.30	98.432%
J.U.L.I.E.	Utility Locates:	5,168.95	3,710,893.25	98.569%
Katten Muchin Zavis Rosenman	Legal Services: Subsequent Customer Pricing	4,505.00	3,715,398.25	98.689%

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 11/5/04 TO 12/3/04

VENDOR VOLUME
 ACCOUNTS PAYABLE SPREADSHEET
 12/9/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Olive Grove Landscaping, Inc.	Landscape Mgmt Serv: October 2004	4,242.50	3,719,640.75	98.802%
Avalon Petroleum Company	Premium Fuel	3,451.58	3,723,092.33	98.893%
Basic Chemical Solutions, LLC	Sodium Hypochlorite	3,388.34	3,726,480.67	98.983%
Datastream	Datastream Annual Support	2,989.00	3,729,469.67	99.063%
Quill Corporation	Office Supplies	2,987.78	3,732,457.45	99.142%
DuPage, County of	Permit Review: TIB-1	2,680.00	3,735,137.45	99.213%
Chicago Tribune	Ads: Electrical Generation, QRE-1 & TS-6	1,999.20	3,737,136.65	99.266%
NICOR	DPPS Service: September & October 2004	1,866.62	3,739,003.27	99.316%
Government Fixed Asset Services, Inc.	Fixed Asset Consulting Services	1,837.34	3,740,840.61	99.365%
Total Facility Maintenance, Inc.	DPPS Cleaning Services: December 2004	1,837.29	3,742,677.90	99.414%
CDWG	Camera, Flash, Accessory Kit & Projector Screen	1,380.00	3,744,057.90	99.450%
Unique Products & Service Corp.	Salt for Driveways and Sidewalks	1,341.20	3,745,399.10	99.486%
Thomas Pump Company, Inc.	Maintenance Supplies	1,303.00	3,746,702.10	99.521%
DANKA	Office Supplies & Copier Maintenance	1,204.87	3,747,906.97	99.553%
National City Bank of the Midwest	Administrative Fees- November 2004	932.90	3,748,839.87	99.577%

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 11/5/04 TO 12/3/04

VENDOR VOLUME
 ACCOUNTS PAYABLE SPREADSHEET
 12/9/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
National Waterworks	Meter Testing Supplies	930.00	3,749,769.87	99.602%
Home Depot	Maintenance Supplies	923.30	3,750,693.17	99.627%
Menards- Hillside	Maintenance Supplies	897.73	3,751,590.90	99.650%
Total Fire & Safety, Inc.	Fire Extinguisher Training	780.00	3,752,370.90	99.671%
Chapman and Cutler LLP	Final Arbitrage Rebate Srvs- Series 1993 Revenue Bonds	750.00	3,753,120.90	99.691%
Petty Cash, V. Butler, Custodian	Miscellaneous Expenses	732.40	3,753,853.30	99.710%
SBC	Telephone Services	724.93	3,754,578.23	99.730%
Federal Express Corp.	Messenger Service November 2004	709.38	3,755,287.61	99.749%
Platinum Plus for Business	Registration Fee- M. Crowley, Gas, I-Pass & Breakfast	536.75	3,755,824.36	99.763%
Illinois Paper Company	Office Supplies	526.33	3,756,350.69	99.777%
Red Wing Shoe Store	Boots: Ellingsworth, Villegas, Unger (2)	507.96	3,756,858.65	99.790%
HSQ Technology	Telephone support	495.00	3,757,353.65	99.803%
Nextel Communications	Cellular Phone Serv.: 10/9/04-11/8/04	430.91	3,757,784.56	99.815%
Elmhurst Memorial Hospital	New Employee Physicals	425.00	3,758,209.56	99.826%
AT&T	Long Dist. Serv. DPPS: Oct-Nov 2004	414.38	3,758,623.94	99.837%

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 11/5/04 TO 12/3/04

VENDOR VOLUME
ACCOUNTS PAYABLE SPREADSHEET
12/9/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Bullis Lock Company, Inc.	Keys & Repair Lock	347.00	3,758,970.94	99.846%
American Bar Association	Annual Membership- M. Crowley	330.63	3,759,301.57	99.855%
ITG Solutions, Inc.	Repair on HVAC	312.57	3,759,614.14	99.864%
Westchester Lock & Key Service, Inc.	Repairs to Door Locks	305.00	3,759,919.14	99.872%
Tree Towns	Pipeline Plan Copies	286.44	3,760,205.58	99.879%
Naperville, City of	Meter Sta. Service: October 2004	282.42	3,760,488.00	99.887%
Crowley, Maureen	Employee Picnic	274.65	3,760,762.65	99.894%
West	Westlaw: 10/1/04-10/31/04	246.54	3,761,009.19	99.901%
ThyssenKrupp Elevator Company	Elevator Maintenance: 12/1/04-12/31/04	232.84	3,761,242.03	99.907%
A.R.D.C.	2005 ARDC Registration- Crowley	229.00	3,761,471.03	99.913%
Viking Office Products	Office Supplies	228.99	3,761,700.02	99.919%
Holland & Knight	Legal Services: Darien Storm Sewer Damage & General	225.00	3,761,925.02	99.925%
Northern Illinois University	ILGISA Fall 2004 Conference Registration- Schori	225.00	3,762,150.02	99.931%
Excalibur Refreshment Concepts, Inc.	Office Supplies	222.95	3,762,372.97	99.937%
Wall Street Journal	Annual Subscription	199.00	3,762,571.97	99.942%
Alliance Window Cleaning, Inc.	Window Washing DPPS: November 2004	164.00	3,762,735.97	99.946%

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 11/5/04 TO 12/3/04

VENDOR VOLUME
 ACCOUNTS PAYABLE SPREADSHEET
 12/9/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
American Water Works Association	Steel Water- Storage Tanks & Manual Water Meter Selection	158.50	3,762,894.47	99.951%
Reliable Office Supplies	Office Supplies	151.29	3,763,045.76	99.955%
Illinois State Bar Association	Annual Membership- M. Crowley	149.50	3,763,195.26	99.959%
Aerex Pest Control	Exterminator - Pump & Motor Rooms: November 2004	144.00	3,763,339.26	99.962%
Micro Center	Computer Supplies	139.68	3,763,478.94	99.966%
Associated Technical Services, Ltd.	Repair RD400 Locator	136.25	3,763,615.19	99.970%
Cintas First Aid & Safety	First Aid Supplies	135.50	3,763,750.69	99.973%
Specialty Mat Service	Floor Mat Service	117.90	3,763,868.59	99.977%
Sooper Lube	Vehicle Maintenance	101.68	3,763,970.27	99.979%
SBC Paging	Pager Service: November 2004	98.60	3,764,068.87	99.982%
D&S Sales	Cable and Level Wind Spring Kit	83.63	3,764,152.50	99.984%
Verizon Wireless	Cellular Phone Service	73.22	3,764,225.72	99.986%
Grainger	Maintenance Supplies	72.92	3,764,298.64	99.988%
Concept Commercial Communications, Inc.	Repair Nextel Radios	55.00	3,764,353.64	99.989%
Triton Electronics, Inc.	Calibration Telewave/Bird Wattmeter	50.00	3,764,403.64	99.991%

DU PAGE WATER COMMISSION - ACCOUNTS PAYABLE 11/5/04 TO 12/3/04

VENDOR VOLUME
 ACCOUNTS PAYABLE SPREADSHEET
 12/9/04

VENDOR	DESCRIPTION	VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT	CUMULATIVE VENDOR AMOUNT %
Viking Awards	Engraved Commission Logo	50.00	3,764,453.64	99.992%
Windows IT Pro	Subscription Renewal	49.95	3,764,503.59	99.993%
Roger Redderoth	Gasoline: M63636	42.00	3,764,545.59	99.994%
Bank One	Replenish I-Pass	40.00	3,764,585.59	99.996%
Mel's Ace Hardware	Maintenance Supplies	37.49	3,764,623.08	99.997%
TelSpan	TeleConferencing Services 10/12/04	37.47	3,764,660.55	99.998%
ALTO U.S., Inc.	Maintenance Supplies	29.93	3,764,690.48	99.998%
Network Technologies Group, LLC	Messaging	22.35	3,764,712.83	99.999%
United Visual	Screen Rental	20.00	3,764,732.83	99.999%
Royal Office Products	Office Supplies	19.98	3,764,752.81	100.000%
Total Accounts Payable		3,764,752.81		



DuPage Water Commission

MEMORANDUM

TO: Chairman Vondra and Commissioners

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

DATE: December 1, 2004

SUBJECT: Schedule of Meetings

The DuPage Water Commission is required in 5 ILCS 120/2.03 to send interested news medium a list of the Commission's regular meetings. It is my intent to send out the attached memorandum with the list of meetings starting at 7:30 PM unless otherwise directed by the board.



DuPage Water Commission

MEMORANDUM

TO: Interested News Medium

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

DATE: December 10, 2004

SUBJECT: Schedule of Meetings

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

January 13, 2005
February 10, 2005
March 10, 2005
April 14, 2005
May 12, 2005
June 9, 2005
July 14, 2005
August 11, 2005
September 8, 2005
October 13, 2005
November 10, 2005
December 8, 2005

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 6:30 P.M. at the Commission Offices at 600 East Butterfield Road, Elmhurst, Illinois 60126.