



DuPage Water Commission

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

AGENDA

DUPAGE WATER COMMISSION

THURSDAY, MARCH 17, 2011
7:30 P.M.

600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126

- I. Call to Order and Pledge of Allegiance
- II. Roll Call
(Majority of the Commissioners then in Office—minimum 7)
- III. Public Comments (limited to 5 minutes per person)
- IV. Approval of Minutes
 - A. Regular Meeting of February 10, 2011
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To approve the Minutes of the February 10, 2011 Regular Meeting of the DuPage Water Commission (Voice Vote).

- B. Special Meeting of February 24, 2011
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To approve the Minutes of the February 24, 2011 Special Meeting of the DuPage Water Commission (Voice Vote).

- C. Executive Session of February 24, 2011
(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 February 24, 2011 Special Meeting of the DuPage Water Commission (Voice Vote).

- V. Treasurer's Report – February 2011
(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

RECOMMENDED MOTION: To accept the February 2011 Treasurer's Report (Voice Vote).

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

VI. Committee Reports

A. Administration Committee

1. Report of 3/17/11 Administration Committee
2. Actions on Items Listed on 3/17/11 Administration Committee

B. Engineering & Construction Committee

1. Report of 3/17/11 Engineering & Construction Committee
2. Actions on Items Listed on 3/17/11 Engineering & Construction Committee

C. Finance Committee

1. Report of 3/17/11 Finance Committee
2. Actions on Items Listed on 3/17/11 Finance Committee Agenda
3. Retain Financial Services Provider

(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 retain the services of XXXXX as Financial Services Provider at a cost of \$XXXXX (Roll Call).

4. Extension/Refinancing of \$40MM Certificate of Debt issued to Northern Trust Bank
5. Budget Discussion

VII. Accounts Payable

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

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$5,327,924.36 subject to submission of all contractually required documentation, for invoices that have been received (Roll Call).

RECOMMENDED MOTION: To approve the Accounts Payable in the amount of \$1,063,600.00, subject to submission of all contractually required documentation, for invoices that have not yet been received but have been estimated (Roll Call).

VIII. Chairman's Report

IX. Omnibus Vote Requiring Majority Vote

- A. Ordinance No. O-3-11: An Ordinance Transferring Appropriations Within Certain Funds for the Fiscal Year Commencing May 1, 2010 and Ending April 30, 2011

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

- B. Resolution No. R-13-11: A Resolution Awarding a Contract for Landscape Conversion Services at the March 17, 2011, DuPage Water Commission Meeting

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

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).

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

- A. Resolution No. R-14-11: A Resolution Approving, Ratifying, and Accepting a New Pricing Schedule to the Electricity Sales Agreement with Exelon Energy Company at the March 17, 2011, DuPage Water Commission Meeting

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

(TO APPROVE: Concurrence of a Majority of the Appointed Commissioners—7)

- B. Resolution No. R-15-11: A Resolution Approving and Authorizing the Execution of a New Master Electricity Sales Agreement and Pricing Schedule with Exelon Energy Company at the March 17, 2011, DuPage Water Commission Meeting

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

(TO APPROVE: Concurrence of a Majority of the Appointed Commissioners—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).

XI. Old Business

XII. New Business

XIII. Executive Session

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

RECOMMENDED MOTION: To go into Executive Session to discuss security procedures pursuant to 5 ILCS 120/2(c)(8), to discuss matters related to personnel pursuant to 5 ILCS 120/2(c)(1) and (2), to discuss acquisition of real estate pursuant to 5 ILCS 120/2(c)(5), to discuss pending, probable, or imminent litigation pursuant to 5 ILCS 120/2(c)(11), and/or to discuss minutes of closed meetings pursuant to 5 ILCS 120/2(c)(21) (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 FEBRUARY 10, 2011
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Zay at 7:55 P.M.

Commissioners in attendance: L. Crawford, T. Cullerton, R. Furstenau, C. Janc, D. Loftus, W. Murphy, J. Pruyn, D. Russo, M. Scheck, P. Suess, J. B. Webb, and J. Zay

Commissioners Absent: F. Saverino

Also in attendance: T. McGhee, R. Skiba, M. Crowley, C. Johnson, J. Nesbitt, R. C. Bostick, J. Schori, M. Weed, E. Kazmierczak, and F. Frelka

PUBLIC COMMENT

Doug Krieger, City Manager, City of Naperville, Illinois, and Bill Novack, City Engineer, City of Naperville, Illinois, spoke on behalf of the City of Naperville in support of the City's request that the Commission pay for the cost of relocating the Commission's 30" watermain in the vicinity of 75th and Washington Streets in the City of Naperville.

APPROVAL OF MINUTES

Commissioner Furstenau moved to approve the Minutes of the January 13, 2011 Regular Meeting of the DuPage Water Commission. Seconded by Commissioner Janc and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

TREASURER'S REPORT

Chairman Zay announced the resignation of newly appointed Treasurer James Rasins, stating that Mr. Rasins was very apologetic but felt he would not be able to fulfill the responsibilities of the office due to unexpected personal commitments that recently developed.

Former Financial Administrator Skiba presented the January 2011 Treasurer's Report, noting that the report had been reformatted for legibility purposes and now consists of five pages designated Reports A (2 pages), B (3 pages), and C (1 page).

With respect to Report A, Former Financial Administrator Skiba noted the January 2011 negative cash flow, explaining that water sales cash collections for January were less than average because over 75% of billings due in January 2011 were paid by customers in December 2010.

With respect to Report B, Former Financial Administrator Skiba explained that Report B showed that the Operations and Maintenance Account was fully funded and that the Operations and Maintenance Reserve Account and the Depreciation Account were

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overfunded, suggesting that the Board consider transferring the excess funds accordingly.

In response to Chairman Zay's question, Former Financial Administrator Skiba advised there was no need to abate property taxes in 2011 because the final G.O. Bond tax levy had been abated last year.

With respect to Report C, Former Financial Administrator Skiba explained that Report C reflected \$76.9MM of cash and investments and noted that Reports A and C reconciled with each other.

With respect to the Actuarial Valuation Report of the Commission's Health Insurance Plan for Retired Employees, Commissioner Furstenau asked whether the Commission subsidizes healthcare costs for retired employees. Former Financial Administrator Skiba advised that retiree coverage is offered to former employees as required by state statute but that it was 100% at their own cost. Former Financial Administrator Skiba also noted that he was the only retired employee that was currently taking advantage of the coverage, and that the "actuarial" benefit reflected in the report was an "imputed" benefit to current employees.

Commissioner Suess questioned whether retiree coverage terminated once the former employee became eligible for Medicare. Former Financial Administrator Skiba responded that, in accordance with state statute, the coverage could be continued for life.

Commissioner Furstenau moved to accept the January 2011 Treasurer's Report.
Seconded by Commissioner Janc and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

COMMITTEE REPORTS

Administration Committee – Reported by Commissioner Crawford

Commissioner Crawford reported that the Administration Committee discussed conducting a comprehensive review of the Commission's By-Laws for recommendation of needed changes. In addition to soliciting comments/suggestions from the Board, Commissioner Crawford noted that the Administration Committee would also like to offer staff an opportunity to submit recommendations. Commissioner Crawford concluded her report by noting that all comments/suggestions/recommendations should be filtered through her as the Chair of the Administration Committee.

Engineering & Construction Committee – Reported by Commissioner Loftus

Commissioner Loftus reported that with regard to the request by the City of Naperville to supplement the cost of relocation of the Commission's transmission main at 75th Street and Washington Street, the Engineering & Construction Committee felt that sufficient

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new information had been provided to justify reopening discussions by the full Board at the appropriate time.

Commissioner Loftus also reported that the Engineering & Construction Committee reviewed and recommended for approval all Resolutions listed on its agenda with the exception of Resolution Nos. R-9-11 and R-10-11. Commissioner Loftus noted that the contracts were not attached to Resolution Nos. R-9-11 and R-10-11 due to ongoing negotiations and that, as such, the Engineering & Construction Committee was not comfortable recommending them for approval. Commissioner Loftus suggested that both items be removed until the contracts could be reviewed in final form.

Acting General Manager McGhee suggested that an alternative version of Resolution No. R-9-10 could be adopted which would delegate to the Acting General Manager discretionary authority to sign the contract so long as the energy price component of the total electric cost did not exceed 5.70 cents per kWh and the length of service did not exceed 12 months. Acting General Manager McGhee added that the Commission was currently paying 6.7 cents per kWh, and that the most recent quote from the most favorably ranked supplier was 5.30 cents per kWh.

Commissioner Loftus responded that he would prefer to wait until the March meeting, and Commissioner Furstenau agreed, requesting to see the rates quoted by the other two most favorably-ranked suppliers. Acting General Manager McGhee responded that the other two most favorably ranked suppliers had recently quoted in the 5.60 to 5.80 cents per kWh range. Chairman Zay agreed with Commissioner Loftus' comments, suggesting that a special meeting could be called if the contracts were ready and needed to be approved before the March meeting.

It was the consensus of the Commissioners to remove these two items from the Omnibus Vote Agendas.

Finance Committee – Reported by Commissioner Suess

Commissioner Suess reported that a Special Meeting of the Finance Committee was held on January 31st to discuss items relating to the Commission's financial organization and to discuss the qualifications of Crowe Horwath and Baker Tilly for potential outsourcing of the Commission's financial needs.

Commissioner Suess noted that interviews with the two accounting firms had been conducted earlier in the evening, but due to time constraints, the Finance Committee was unable to finish its discussions and therefore will be scheduling another special meeting to complete its evaluation, with a recommendation to be made at the regular March Board meeting. Commissioner Suess additionally noted that the Finance Committee will be reviewing the tentative draft budget for Fiscal Year 2011-2012 and also various refinancing options related to the Certificates of Debt.

At which point, Staff Attorney Crowley noted that a draft letter commenting on certain rules proposed by the Securities and Exchange Commission (SEC) was included in the Board packet. Staff Attorney Crowley explained that the proposed rules would exclude

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only elected but not appointed governing board members and no other persons holding public office from regulation as municipal advisors under the Dodd-Frank Wall Street Reform and Consumer Protection Act. After Staff Attorney Crowley agreed with Commissioner Sues that the SEC seemed to be suggesting that these officials—the very intended beneficiaries of the municipal advisor regulation—somehow were “municipal advisors” themselves, it was the consensus of the Commissioners to send the letter as presented.

CHAIRMAN'S REPORT

None

MAJORITY OMNIBUS VOTE AGENDA

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

Majority Omnibus Vote

Ayes: L. Crawford, T. Cullerton, R. Furstenau, C. Janc, D. Loftus, W. Murphy, J. Pruyn, D. Russo, M. Scheck, P. Sues, J. B. Webb, and J. Zay

Nays: None

Absent: F. Saverino

Item 1: Ordinance No. O-2-11: An Ordinance Transferring Appropriations Within Certain Funds for the Fiscal Year Commencing May 1, 2010 and Ending April 30, 2011—“Majority Omnibus Vote”

Item 2: Resolution No. R-7-11: A Resolution Approving and Ratifying Certain Change Orders to the Contract for Supply of Engine Generator Units at the February 10, 2011, DuPage Water Commission Meeting—“Majority Omnibus Vote”

SUPER/SPECIAL MAJORITY OMNIBUS VOTE AGENDA

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

Super/Special Majority Omnibus Vote

Ayes: L. Crawford, T. Cullerton, R. Furstenau, C. Janc, D. Loftus, W. Murphy, J. Pruyn, D. Russo, M. Scheck, P. Sues, J. B. Webb, and J. Zay

Nays: None

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Absent: F. Saverino

- Item 1: Resolution No. R-2-11: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Contract QR-8/08 at the February 10, 2011, DuPage Water Commission Meeting—“Super/Special Majority Omnibus Vote”
- Item 2: Resolution No. R-3-11: A Resolution Directing Advertisement for Bids on a Contract for Quick Response Construction Work (Contract QR-9/11)—“Super/Special Majority Omnibus Vote”
- Item 3: Resolution No. R-4-11: A Resolution Directing Advertisement for Bids on a Contract for High Lift Pump Motor Re-Build—Phase II—“Super/Special Majority Omnibus Vote”
- Item 4: Resolution No. R-5-11: A Resolution Approving a First Amendment to Task Order No. 2a under the Master Contract with Stantec Consulting Services Inc.—“Super/Special Majority Omnibus Vote”
- Item 5: Resolution No. R-6-11: A Resolution Approving and Ratifying Certain Contract PSC-5/08 Change Orders at the February 10, 2011, DuPage Water Commission Meeting—“Super/Special Majority Omnibus Vote”
- Item 6: Resolution No. R-8-11: A Resolution Approving and Ratifying Certain Work Authorization Orders Under Quick Response Electrical Contract QRE-5/10 at the February 10, 2011, DuPage Water Commission Meeting—“Super/Special Majority Omnibus Vote”

OLD BUSINESS

Downers Grove Contaminated Well Loan

Chairman Zay asked Acting General Manager McGhee to report on the status of the Contaminated Well Water Loan to the Village of Downers Grove. Acting General Manager McGhee reminded the Commissioners that at the January 13, 2011 meeting, the Board requested that the Village advise the Commission, in writing, as to the status of its negotiations with the parties responsible or potentially responsible for the contamination in the affected area (PRPs) under the Contaminated Well Program. Acting General Manager McGhee advised that the requested letter had been received and, according to the letter, the Village confirmed that it was negotiating with the PRPs upon such terms as will enable the Village to pay to the Commission the sum of \$4.363 million (plus any accrued interest from August 15, 2010 through June 30, 2011 final payment).

Retain Financial Services Provider

Deferred to the regular March Board meeting.

Request by City of Naperville to Pay for the Cost of Relocation of Transmission Main at 75th Street and Washington Street

Commissioner Loftus stated that the Engineering & Construction Committee read the background materials submitted by staff and that, coupled with new information submitted by the City of Naperville, reconsideration of the former Board's decision not to share in the costs was warranted.

Commissioner Murphy questioned whether any funds to share in the cost of the relocation project had been budgeted and, if not, which account the funds would be pulled from. Former Financial Administrator Skiba responded that no funds had been budgeted to share in the cost of the project and that funds would need to be appropriated accordingly out of the contingency fund.

Commissioner Murphy moved to reimburse the City of Naperville a total of 25% of the total relocation costs, and Commissioner Furstenau moved to amend the motion to change the reimbursement amount to 50% of the total relocation costs, noting that the 50% was closer to the original request. There were no seconds to either motion.

Commissioner Furstenau then referred to Staff Attorney Crowley's opinion dated February 10, 2009, noting that the legal opinion states that the Commission should accept the City of Naperville's offer instead of paying litigation costs. Commissioner Murphy objected to Commissioner Furstenau's characterization of the legal opinion, taking isolated statements out of context, and stated that the Board needed to read the opinion in its entirety for a complete understanding.

Chairman Zay stated that it was highly unlikely that the Board could come to a compromise at the meeting and, as such, asked for a chance to meet with representatives from the City of Naperville and the County of DuPage to discuss an amicable resolution.

Commissioner Murphy moved to direct Chairman Zay to meet with representatives from the City of Naperville and the County of DuPage for consideration of each party picking up a one-third share of the total relocation costs. Seconded by Commissioner Loftus and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

NEW BUSINESS

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

Acting General Manager McGhee informed the Board that the \$40MM Certificate of Debt is due May 1 and stated the Northern Trust Bank is interested, and can accommodate, refinancing the entire \$70MM in Certificates of Debt. Acting General Manager McGhee added that Harris Bank was also interested in refinancing all or a portion of the \$70MM in Certificates of Debt but that Wheaton Bank could not

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accommodate either the full \$70MM in Certificates of Debt or the \$40MM Northern Trust Certificate of Debt.

Commissioner Pruyn moved to authorize Chairman Zay, Finance Committee Chairman Suess, Acting General Manager McGhee, Former Financial Administrator Skiba, and Staff Attorney Crowley to negotiate, for recommendation to the Board, an extension or refinancing of the \$40MM Certificate of Debt issued to Northern Trust Bank, as amended. Seconded by Commissioner Crawford and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

ACCOUNTS PAYABLE

After Chairman Zay asked for more detailed descriptions of Business Card charges in future Accounts Payable, and Acting General Manager McGhee advised that the Business Card charges on the current Accounts Payable related to replenishing I-Pass accounts, Commissioner Furstenau moved to approve both Accounts Payable in the combined amount of \$5,214,206.77, subject to submission of all contractually required documentation, for invoices that have been received and for invoices that have not yet been received but have been estimated. Seconded by Commissioner Saverino and unanimously approved by a Roll Call Vote:

Ayes: L. Crawford, T. Cullerton, R. Furstenau, C. Janc, D. Loftus, W. Murphy, J. Pruyn, D. Russo, M. Scheck, P. Suess, J. B. Webb, and J. Zay

Nays: None

Absent: F. Saverino

EXECUTIVE SESSION

None

Commissioner Murphy moved to adjourn the meeting at 8:44 P.M. Seconded by Commissioner Scheck and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

**MINUTES OF A SPECIAL MEETING OF THE
DuPAGE WATER COMMISSION
HELD ON THURSDAY, FEBRUARY 24, 2011
600 E. BUTTERFIELD ROAD
ELMHURST, ILLINOIS**

The meeting was called to order by Chairman Zay at 5:45 P.M.

Commissioners in attendance: R. Furstenau, D. Loftus, J. Pruyn, D. Russo, F. Saverino (by teleconference), M. Scheck, J. B. Webb, and J. Zay

Commissioners absent: L. Crawford, T. Cullerton, C. Janc, W. Murphy, and P. Suess

Also in attendance: T. McGhee, M. Crowley, and C. Johnson

EXECUTIVE SESSION

Commissioner Furstenau moved to go into Executive Session to discuss matters related to personnel pursuant to 5 ILCS 120/2(c)(1) and (2). Seconded by Commissioner Russo and unanimously approved by a Roll Call Vote.

Ayes: R. Furstenau, D. Loftus, J. Pruyn, D. Russo, F. Saverino, M. Scheck, J. B. Webb, and J. Zay

Nays: None

Absent: L. Crawford, T. Cullerton, C. Janc, W. Murphy, and P. Suess

The Board went into Executive Session at 5:46 P.M.

Commissioner Furstenau moved to come out of Executive Session at 6:00 P.M. Seconded by Commissioner Pruyn and unanimously approved by a Voice Vote.

GENERAL MANAGER APPOINTMENT

Commissioner Russo moved to appoint the individual discussed in Executive Session to serve as General Manager of the DuPage Water Commission subject to the advice and consent of the DuPage County Board and contingent on the satisfactory outcome, as determined by Chairman Zay in consultation with the Commission's special labor counsel and Staff Attorney, of a background check and a post-offer body substance drug and alcohol test. Seconded by Commissioner Furstenau and unanimously approved by a Roll Call Vote:

Ayes: R. Furstenau, D. Loftus, J. Pruyn, D. Russo, F. Saverino, M. Scheck, J. B. Webb, and J. Zay

Nays: None

Absent: L. Crawford, T. Cullerton, C. Janc, W. Murphy, and P. Suess

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Commissioner Russo moved authorize Chairman Zay to execute an Employment Contract with the General Manager, containing the special terms and conditions discussed in Executive Session and such other employment terms and conditions as are customary and appropriate under the circumstances and approved by the Commission's special labor counsel and Commission's Staff Attorney, upon satisfaction of the conditions precedent to the appointment. Seconded by Commissioner Loftus and unanimously approved by a Roll Call Vote:

Ayes: R. Furstenau, D. Loftus, J. Pruyn, D. Russo, F. Saverino, M. Scheck, J. B. Webb, and J. Zay

Nays: None

Absent: L. Crawford, T. Cullerton, C. Janc, W. Murphy, and P. Suess

RESOLUTION NO. R-11-11

Commissioner Pruyn moved to adopt Resolution No. R-11-11: A Resolution Approving and Authorizing the Execution of a Firm Service Level Rider CLR Election under Commonwealth Edison Company's Capacity-Based Load Response & System Reliability Program. Seconded by Commissioner Russo.

Acting General Manager McGhee explained that the Commission's new back-up generation facility gives the Commission the ability to interrupt its load at anytime as necessary and, as a result, the Commission was eligible to participate in the Commonwealth Edison Company's Capacity-Based Load Response & System Reliability Program. Acting General Manager McGhee added that by participating in the program, the Commission could receive an annual payout of just under \$340,000 under current pricing (less a 0.05% administrative fee). Acting General Manager McGhee noted that by electing to participate in the program, the election would be irrevocable for a 12-month period and the Commission would have to drop its load to not more than 200 kW, upon not less than 30 minutes advance notice, for no more than 15 events consisting of up to eight hours each during weekday hours of 11:00 A.M. to 7:00 P.M. CPT, or risk possible penalties. Acting General Manager McGhee concluded his summary by stating that he had verified with the design engineers and staff that the Commission could to drop its load within five minutes.

Commissioner Webb questioned how compliance would be verified. Acting General Manager advised that the compliance would be determined from meter readings.

Commissioner Pruyn asked if the Commission had ever participated in this type of program before and whether non-compliance penalties could outweigh the potential payout. Acting General Manager McGhee replied that this would be the Commission's first year participating in the program and the penalties would not outweigh the potential payout. Staff Attorney Crowley cautioned that even though staff had been assured that penalties would not be (and historically had never been) assessed if there was a good

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faith attempt to comply as opposed to free-loading, there was no contractual guaranty that non-compliance penalties would not exceed the potential payout.

Commissioner Russo questioned whether the cost of complying could outweigh the potential payout. Acting General Manager McGhee responded that the cost of complying would be significantly less and the calculation, based upon current diesel gas prices, could be provided to the Board. Staff Attorney Crowley added that based upon the strike price—or cost of compliance—previously negotiated by staff in connection with a similar program offered by Constellation NewEnergy was \$1.00 per kW. After Acting General Manager McGhee noted that using the previously negotiated strike price, the differential was in the range of \$1.00 per kW versus \$40.16 per kW, the motion was unanimously approved by a Roll Call Vote:

Ayes: R. Furstenau, D. Loftus, J. Pruyn, D. Russo, F. Saverino, M. Scheck, J. B. Webb, and J. Zay

Nays: None

Absent: L. Crawford, T. Cullerton, C. Janc, W. Murphy, and P. Suess

RESOLUTION NO. R-12-11

Commissioner Pruyn moved to adopt Resolution No. R-12-11: A Resolution Approving and Authorizing the Execution of A New Pricing Schedule to the Master Electricity Supply Agreement with Constellation NewEnergy, Inc. Seconded by Commissioner Russo.

Acting General Manager McGhee explained that staff was still negotiating the terms of the agreement with the new service provider and that the Commission's agreement with the current service provider would be expiring on March 24th. Acting General Manager McGhee added that by adopting Resolution No. R-12-11, discretionary authority would be delegated to the Acting General Manager to sign the contract so long as the energy price component of the total electric cost did not exceed 5.70 cents per kWh and the term of the agreement was limited to 12 months. Acting General Manager McGhee noted that the form of the agreement with the new service provider should be no less favorable to the Commission than that attached to Resolution No. R-12-22 and that, to provide additional negotiating time, a one-month extension with the Commission's current provider was in process.

Staff Attorney Crowley advised that the most significant stumbling block with the agreement with the new service provider was its refusal to include allowances for the Commission to generate its own power in emergencies and under load curtailment programs, even though such allowances were included in a version of the agreement previously provided by Constellation NewEnergy. Staff Attorney Crowley provided to Commissioner Furstenau a copy of the relevant excerpts from the version of the agreement previously provided by Constellation NewEnergy and noted that, even if the

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new service provider remained steadfast in its refusal to acknowledge such potential generator usage, the Board could determine as a matter of policy that the cost savings justified the risk during a one year contract period. After Commissioner Scheck referred to the back page of the Constellation NewEnergy Agreement, noting that the supplier did not include their contact information, including alternates, and suggesting obtaining that information before the agreement is signed, the motion was unanimously approved by a Roll Call Vote:

Ayes: R. Furstenau, D. Loftus, J. Pruyn, D. Russo, F. Saverino, M. Scheck, J. B. Webb, and J. Zay

Nays: None

Absent: L. Crawford, T. Cullerton, C. Janc, W. Murphy, and P. Sues

Commissioner Loftus moved to adjourn the meeting at 6:20 P.M. Seconded by Commissioner Furstenau and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

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Monthly Net Operating Cash Flow

DPWC-Normal									
REPORT A 2/258	11/30/10	12/31/10	01/31/11	3rd Fiscal Quarter	02/28/11	03/31/11	04/30/11	4th Fiscal Quarter	Year to Date
REVENUE									
Water Sales (Lag approx. two month)	\$ 5,255,793	\$ 5,619,829	\$ 2,082,189	\$ 12,957,812	\$ 6,148,328			\$ 6,148,328	\$ 48,520,918
Sales Tax (Lags by three months)	\$ 2,632,666	\$ 2,534,380	\$ 2,517,891	\$ 7,684,938	\$ 2,603,058			\$ 2,603,058	\$ 25,180,070
Investment Income	\$ 133,690	\$ 1,478	\$ (6,781)	\$ 128,387	\$ (18,893)			\$ (18,893)	\$ 251,573
Other Revenue	\$ 37,368	\$ 55,895	\$ 3,099	\$ 96,362	\$ 2,969			\$ 2,969	\$ 516,238
Total Operating Revenue	\$ 8,059,517	\$ 8,211,582	\$ 4,596,399	\$ 20,867,498	\$ 8,735,463			\$ 8,735,463	\$ 74,468,799
EXPENSES									
Water Supply Purchases (Lags by one month)	\$ 4,912,155	\$ 4,170,240	\$ 4,403,010	\$ 13,485,405	\$ 4,418,625			\$ 4,418,625	\$ 49,388,505
Other Water Supply Costs (Lag approx. one month)	\$ 683,444	\$ 580,299	\$ 242,341	\$ 1,506,084	\$ 355,081			\$ 355,081	\$ 4,970,556
Personal (Lag approx. one week)	\$ 270,937	\$ 257,365	\$ 263,926	\$ 792,228	\$ 258,269			\$ 258,269	\$ 2,861,170
Contractual (Lag approx. one month)	\$ 79,107	\$ 76,002	\$ 64,376	\$ 219,486	\$ 37,705			\$ 37,705	\$ 663,454
Insurance	\$ 6,808	\$ 408,750	\$ 35,465	\$ 451,023	\$ 6,798			\$ 6,798	\$ 497,127
Administrative (Lag approx. one month)	\$ 23,200	\$ 61,732	\$ 28,740	\$ 113,672	\$ 22,879			\$ 22,879	\$ 321,298
Land and Right of Way	\$ -	\$ 1,060	\$ -	\$ 1,060	\$ -			\$ -	\$ 3,310
Capital	\$ -	\$ -	\$ -	\$ -	\$ 20,367			\$ 20,367	\$ 25,540
Transfer to Revenue Bond Trustee	\$ 1,191,036	\$ 1,191,036	\$ 1,191,036	\$ 3,573,109	\$ 1,191,036			\$ 1,191,036	\$ 11,910,365
Debt Certificate Interest	\$ -	\$ 187,500	\$ -	\$ 187,500	\$ -			\$ -	\$ 841,667
Total Expenses	\$ 7,166,688	\$ 6,933,984	\$ 6,228,895	\$ 20,329,567	\$ 6,310,759			\$ 6,310,759	\$ 71,482,990
Net Cash Diff	\$ 892,829	\$ 1,277,598	\$ (1,632,496)	\$ 537,932	\$ 2,424,703			\$ 2,424,703	\$ 2,985,809
Cumulative Net Cash Diff	\$ 916,003	\$ 2,193,601	\$ 561,106	\$ 537,932	\$ 2,985,809			\$ 2,424,703	\$ 2,985,809

Note--Revenue excludes Bond/Debt proceeds; Expenses exclude construction and bond payments

Total Expenses Above	\$ 7,166,688	\$ 6,933,984	\$ 6,228,895	\$ 6,310,759
Transfer to Revenue Bond Trustee	\$ (1,191,036)	\$ (1,191,036)	\$ (1,191,036)	\$ (1,191,036)
Payment to bond Holders	\$ 1,863,719	\$ -	\$ -	\$ -
Construction/Capital Contributions (Report c)	\$ 1,322,545	\$ 1,217,660	\$ (267,069)	\$ (467,233)
Total Expenses on Report C	\$ 9,161,915	\$ 6,960,608	\$ 4,770,790	\$ 4,652,490

Customer Accounts Receivable	\$ 6,961,928	\$ 5,999,613	\$ 8,582,557	\$ 6,701,861
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Total Accounting Water Revenue(No-Lag)	\$ 4,357,354	\$ 4,593,404	\$ 4,601,023	\$ 13,551,782	\$ 4,203,523	\$ 4,203,523	\$ 50,103,517
Total Accounting Chicago Water Purchases (No-Lag)	\$ 4,170,240	\$ 4,403,010	\$ 4,418,625	\$ 12,991,875	\$ 3,994,590	\$ 3,994,590	\$ 49,051,215

Monthly Net Operating Cash Flow

DPWC-Normal								
REPORT A 2/258	5/31/2010	06/30/10	07/31/10	1st Fiscal Quarter	08/31/10	09/30/10	10/31/10	2nd Fiscal Quarter
REVENUE								
Water Sales (Lag approx. two month)	\$ 3,536,727	\$ 3,023,380	\$ 5,415,651	\$ 11,975,759	\$ 5,788,701	\$ 5,660,153	\$ 5,990,166	\$ 17,439,020
Sales Tax (Lags by three months)	\$ 2,178,484	\$ 2,440,852	\$ 2,444,300	\$ 7,063,636	\$ 2,545,741	\$ 2,719,663	\$ 2,563,034	\$ 7,828,438
Investment Income	\$ 3,050	\$ 1,560	\$ 9,933	\$ 14,543	\$ 52,214	\$ (9,631)	\$ 84,953	\$ 127,536
Other Revenue	\$ 189,238	\$ 9,531	\$ 69,304	\$ 268,074	\$ 38,366	\$ (11,955)	\$ 122,422	\$ 148,834
Total Operating Revenue	\$ 5,907,500	\$ 5,475,324	\$ 7,939,188	\$ 19,322,012	\$ 8,425,022	\$ 8,358,229	\$ 8,760,575	\$ 25,543,827
EXPENSES								
Water Supply Purchases (Lags by one month)	\$ 4,331,880	\$ 5,105,085	\$ 4,883,715	\$ 14,320,680	\$ 6,111,705	\$ 5,862,630	\$ 5,189,460	\$ 17,163,795
Other Water Supply Costs (Lag approx. one month)	\$ 580,590	\$ 131,698	\$ 464,041	\$ 1,176,329	\$ 360,452	\$ 797,560	\$ 775,050	\$ 1,933,062
Personal (Lag approx. one week)	\$ 382,738	\$ 265,749	\$ 269,798	\$ 918,285	\$ 273,491	\$ 266,902	\$ 351,995	\$ 892,389
Contractual (Lag approx. one month)	\$ 68,193	\$ 55,630	\$ 103,242	\$ 227,065	\$ 36,188	\$ 56,867	\$ 86,144	\$ 179,199
Insurance	\$ 30,435	\$ 15,134	\$ 9,597	\$ 55,166	\$ (35,321)	\$ 9,865	\$ 9,596	\$ (15,860)
Administrative (Lag approx. one month)	\$ 19,551	\$ 24,551	\$ 22,154	\$ 66,256	\$ 58,651	\$ 22,691	\$ 37,148	\$ 118,490
Land and Right of Way	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,250	\$ 2,250
Capital	\$ -	\$ 1,550	\$ -	\$ 1,550	\$ 200	\$ 2,957	\$ 467	\$ 3,624
Transfer to Revenue Bond Trustee	\$ 1,191,036	\$ 1,191,036	\$ 1,191,036	\$ 3,573,109	\$ 1,191,036	\$ 1,191,036	\$ 1,191,036	\$ 3,573,109
Debt Certificate Interest	\$ -	\$ 187,500	\$ -	\$ 187,500	\$ -	\$ -	\$ 466,667	\$ 466,667
Total Expenses	\$ 6,604,423	\$ 6,977,933	\$ 6,943,584	\$ 20,525,940	\$ 7,996,404	\$ 8,210,509	\$ 8,109,812	\$ 24,316,725
Net Cash Diff	\$ (696,922)	\$ (1,502,610)	\$ 995,604	\$ (1,203,928)	\$ 428,619	\$ 147,720	\$ 650,763	\$ 1,227,102
Cumulative Net Cash Diff	\$ (696,922)	\$ (2,199,532)	\$ (1,203,928)	\$ (1,203,928)	\$ (775,309)	\$ (627,589)	\$ 23,174	\$ 1,227,102

Note--Revenue excludes Bond/Debt proceeds; Expenses exclude construction and bond payments

Total Expenses Above	\$ 6,604,423	\$ 6,977,933	\$ 6,943,584		\$ 7,996,404	\$ 8,210,509	\$ 8,109,812	
Transfer to Revenue Bond Trustee	\$ (1,191,036)	\$ (1,191,036)	\$ (1,191,036)		\$ (1,191,036)	\$ (1,191,036)	\$ (1,191,036)	
Payment to bond Holders	\$ 12,180,161	\$ -	\$ (4,943)		\$ -	\$ 327,206	\$ -	
Construction/Capital Contributions (Report c)	\$ 2,319,353	\$ 2,233,003	\$ 4,815,438		\$ 1,692,773	\$ (86,430)	\$ 694,720	
Total Expenses on Report C	\$ 19,912,900	\$ 8,019,900	\$ 10,563,043		\$ 8,498,140	\$ 7,260,249	\$ 7,613,496	
Customer Accounts Receivable	\$ 6,181,758	\$ 8,195,873	\$ 8,918,740		\$ 9,065,510	\$ 8,712,270	\$ 7,796,258	
Total Accounting Water Revenue(No-Lag)	\$ 5,183,451	\$ 4,973,340	\$ 6,074,455	\$ 16,231,245	\$ 5,871,263	\$ 5,242,900	\$ 5,002,804	\$ 16,116,967
Total Accounting Chicago Water Purchases (No-Lag)	\$ 5,105,085	\$ 4,883,715	\$ 6,111,705	\$ 16,100,505	\$ 5,862,630	\$ 5,189,460	\$ 4,912,155	\$ 15,964,245

February 28, 2011
 DPWC MONTHLY CASH/OPERATING REPORT
 REPORT B

	TARGETED Reserve/Cash Amount-Needed	11/30/2010		12/31/2010		1/31/2011		2/28/2011	
		Amount On Hand	Amount Over - (Under) Requirement	Amount On Hand	Amount Over - (Under) Requirement	Amount On Hand	Amount Over - (Under) Requirement	Amount On Hand	Amount Over - (Under) Requirement
	A	F	G	F	G	F	G	F	G
TABLE 1									
RESERVE ANALYSIS									
A. Operating Cash Contingency (Two Months)	\$ 13,000,000	\$ 25,344,166	\$ 12,344,166	\$ 26,238,823	\$ 13,238,823	\$ 24,425,419	\$ 11,425,419	\$ 27,043,969	\$ 14,043,969
B. Current Construction Obligations-April 30, 2010 Carry Over	\$ 18,657,836	\$ -	\$ (3,744,268)	\$ -	\$ (2,248,097)	\$ -	\$ (2,265,145)	\$ -	\$ (2,107,514)
C. Depreciation Reserve - Revenue Bond	\$ 5,000,000	\$ 5,879,206	\$ 879,206	\$ 6,054,863	\$ 1,054,863	\$ 6,230,486	\$ 1,230,486	\$ 6,405,948	\$ 1,405,948
D. O+M Account (See Note 1 Below) - Revenue Bond	\$ 11,745,418	\$ 12,329,025	\$ -	\$ 11,327,704	\$ -	\$ 11,614,251	\$ -	\$ 11,745,418	\$ -
E. O+M Reserve (Two Month's Operating at est. \$6.3M/Mo.) - Revenue Bond	\$ 12,570,602	\$ 12,582,282	\$ 11,680	\$ 12,583,687	\$ 13,085	\$ 12,584,982	\$ 14,380	\$ 12,585,914	\$ 15,313
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$ 60,973,856	\$ 56,134,679	\$ 9,490,784	\$ 56,205,077	\$ 12,058,675	\$ 54,855,138	\$ 10,405,140	\$ 57,781,249	\$ 13,357,716

TABLE 2									
OTHER CASH									
F. Revenue Bond Reserve (EA. month from operating budget approx \$1.2M)	\$ 14,292,438	\$ 6,524,362		\$ 7,708,037		\$ 8,886,555		\$ 10,060,520	
G. GO Bond 2011 Payment-Final Payment (Funded through March-2011)	\$ 13,119,413	\$ 12,850,153		\$ 12,850,153		\$ 12,850,153		\$ 12,843,473	
H. Customer Construction Escrows	N/A	\$ 336,007		\$ 332,907		\$ 329,938		\$ 319,515	
TOTAL TABLE 2-OTHER CASH	\$ 27,411,851	\$ 19,710,521		\$ 20,891,097		\$ 22,066,646		\$ 23,223,507	
TOTAL MONTH END FUNDS CASH BALANCE-Table1+2		\$ 75,845,200		\$ 77,096,174		\$ 76,921,784		\$ 81,004,756	

TABLE 3--DEBT	
I. REVENUE BOND FINAL PAYMENT MAY-2016 (RELEASE RESERVE C+D+E)	\$ 72,030,000
J. WEST SUBURBAN BANK-DUE DEC-2010 (OR RENEW/REFINANCE)	\$ 30,000,000
K. NORTHERN TRUST BANK-DUE MAY-2011 (OR RENEW/REFINANCE)	\$ 40,000,000

Note 1: The O&M Account requirement varies from month to month. The cash balance for f at the end of any month.

February 28, 2011
 DPWC MONTHLY CASH/OPERATING REPORT
 REPORT B

	TARGETED Reserve/Cash Amount-Needed	8/31/2010		9/30/2010		10/31/2010	
		Amount On Hand	Amount Over - (Under) Requirement	Amount On Hand	Amount Over - (Under) Requirement	Amount On Hand	Amount Over - (Under) Requirement
TABLE 1	A	F	G	F	G	F	G
RESERVE ANALYSIS							
A. Operating Cash Contingency (Two Months)	\$ 13,000,000	\$ 24,120,981	\$ 11,120,981	\$ 24,375,814	\$ 11,375,814	\$ 25,643,900	\$ 12,643,900
B. Current Construction Obligations-April 30, 2010 Carry Over	\$ 18,657,836	\$ -	\$ (6,937,981)	\$ -	\$ (6,438,808)	\$ -	\$ (5,440,746)
C. Depreciation Reserve - Revenue Bond	\$ 5,000,000	\$ 5,351,748	\$ 351,748	\$ 5,527,596	\$ 527,596	\$ 5,703,413	\$ 703,413
D. O+M Account (See Note 1 Below) - Revenue Bond	\$ 11,745,418	\$ 14,199,193	\$ -	\$ 14,021,139	\$ -	\$ 12,708,165	\$ -
E. O+M Reserve (Two Month's Operating at est. \$6.3M/Mo.) - Revenue Bond	\$ 12,570,602	\$ 12,576,667	\$ 6,065	\$ 12,578,660	\$ 8,058	\$ 12,580,531	\$ 9,929
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$ 60,973,856	\$ 56,248,588	\$ 4,540,813	\$ 56,503,209	\$ 5,472,660	\$ 56,636,009	\$ 7,916,497

TABLE 2

OTHER CASH

F. Revenue Bond Reserve (EA, month from operating budget approx \$1.2M)	\$ 14,292,438	\$ 4,727,079	\$ 5,899,391	\$ 7,071,176
G. GO Bond 2011 Payment-Final Payment (Funded through March-2011)	\$ 13,119,413	\$ 13,177,359	\$ 12,850,153	\$ 12,850,153
H. Customer Construction Escrows	N/A	\$ 549,512	\$ 547,766	\$ 390,260
TOTAL TABLE 2-OTHER CASH	\$ 27,411,851	\$ 18,453,950	\$ 19,297,310	\$ 20,311,589
TOTAL MONTH END FUNDS CASH BALANCE-Table1+2		\$ 74,702,538	\$ 75,800,519	\$ 76,947,598

TABLE 3--DEBT

I. REVENUE BOND FINAL PAYMENT MAY-2016 (RELEASE RESERVE C+D+E)	\$ 72,030,000
J. WEST SUBURBAN BANK-DUE DEC-2010 (OR RENEW/REFINANCE)	\$ 30,000,000
K. NORTHERN TRUST BANK-DUE MAY-2011 (OR RENEW/REFINANCE)	\$ 40,000,000

Note 1: The O&M Account requirement varies from month to month. The cash balance for f at the end of any month.

February 28, 2011
 DPWC MONTHLY CASH/OPERATING REPORT
 REPORT B

	TARGETED Reserve/Cash Amount-Needed	5/31/2010		6/30/2010		7/31/2010	
		Amount On Hand	Amount Over - (Under) Requirement	Amount On Hand	Amount Over - (Under) Requirement	Amount On Hand	Amount Over - (Under) Requirement
TABLE 1	A	B	C	D	E	F	G
RESERVE ANALYSIS							
A. Operating Cash Contingency (Two Months)	\$ 13,000,000	\$ 36,640,086	\$ 23,640,086	\$ 29,425,867	\$ 16,425,867	\$ 25,651,886	\$ 12,651,886
B. Current Construction Obligations-April 30, 2010 Carry Over	\$ 18,657,836	\$ -	\$ (16,820,838)	\$ -	\$ (13,814,133)	\$ -	\$ (8,956,823)
C. Depreciation Reserve - Revenue Bond	\$ 5,000,000	\$ 3,255,537	\$ (1,744,463)	\$ 5,000,000	\$ -	\$ 5,175,824	\$ 175,824
D. O+M Account (See Note 1 Below) - Revenue Bond	\$ 11,745,418	\$ 12,579,811	\$ -	\$ 14,337,044	\$ -	\$ 14,128,389	\$ -
E. O+M Reserve (Two Month's Operating at est. \$6.3M/Mo.) - Revenue Bond	\$ 12,570,602	\$ 12,570,602	\$ -	\$ 12,572,351	\$ 1,749	\$ 12,574,423	\$ 3,822
TOTAL SUMMARY CASH + RESERVE ANALYSIS	\$ 60,973,856	\$ 65,046,035	\$ 5,074,785	\$ 61,335,261	\$ 2,613,483	\$ 57,530,523	\$ 3,874,709

TABLE 2

OTHER CASH

F. Revenue Bond Reserve (EA. month from operating budget approx \$1.2M)	\$ 14,292,438	\$ 1,188,046	\$ 2,371,643	\$ 3,562,679
G. GO Bond 2011 Payment-Final Payment (Funded through March-2011)	\$ 13,119,413	\$ 13,121,505	\$ 13,121,505	\$ 13,121,505
H. Customer Construction Escrows	N/A	\$ 593,443	\$ 576,044	\$ 560,949
TOTAL TABLE 2-OTHER CASH	\$ 27,411,851	\$ 14,902,995	\$ 16,069,192	\$ 17,245,134
TOTAL MONTH END FUNDS CASH BALANCE-Table1+2		\$ 79,949,030	\$ 77,404,454	\$ 74,775,656

TABLE 3--DEBT

I. REVENUE BOND FINAL PAYMENT MAY-2016 (RELEASE RESERVE C+D+E)	\$ 72,030,000
J. WEST SUBURBAN BANK-DUE DEC-2010 (OR RENEW/REFINANCE)	\$ 30,000,000
K. NORTHERN TRUST BANK-DUE MAY-2011 (OR RENEW/REFINANCE)	\$ 40,000,000

Note 1: The O&M Account requirement varies from month to month. The cash balance for FY2010-11 must be 1/12 of the annual operating budget (\$6,285,301) plus an amount equal to the unpaid bills at the end of any month.

REVENUE	CURRENT MONTH ACTUAL	YEAR-TO-DATE ACTUAL FY 2011
WATER SALES	6,148,328.06	48,520,917.99
SALES TAXES	2,603,058.34	25,180,070.24
INVESTMENT INCOME (Note 1)	(18,892.97)	251,572.60
PROCEEDS OF DEBT ISSUED	0.00	39,885,000.00
OTHER INCOME	2,969.13	516,238.46
TOTAL REVENUE	8,735,462.56	114,353,799.29
EXPENSES		
PERSONAL SERVICES	258,268.80	2,861,169.75
CONTRACTUAL SERVICES	37,704.56	663,454.35
INSURANCE	6,798.00	497,126.75
ADMINISTRATIVE COSTS	22,879.41	321,297.84
WATER SUPPLY COSTS	4,773,705.53	54,359,060.59
BOND PRINCIPAL & INTEREST	0.00	15,207,810.42
LAND AND RIGHT OF WAY	0.00	3,309.81
CAPITAL OUTLAY	20,366.52	25,540.17
TOTAL OPERATING EXPENSES	5,119,722.82	73,938,769.68
CONSTRUCTION/INTERGOVERNMENTAL EXPENSE (Note 2)	(467,232.79)	13,474,760.92
TOTAL EXPENSES	4,652,490.03	87,413,530.60
NET FUND TRANSACTIONS	4,082,972.53	26,940,268.69
BEGINNING BALANCE		54,064,487.46
ENDING BALANCE		81,004,756.15

FUNDS CONSIST OF:	February 28, 2011	April 30, 2010	INCR. - (DECR.)
PETTY CASH	800.00	800.00	0.00
CASH AT MB FINANCIAL LOCK BOX	893,771.97	326,216.93	567,555.04
CASH AT HARRIS BANK	179,183.52	20,952.11	158,231.41
TOTAL CASH	1,073,755.49	347,969.04	725,786.45
ILLINOIS FUNDS MONEY MARKET	57,026,987.85	28,419,433.59	28,607,554.26
GOVERNMENT MONEY MARKET FUNDS	12,844,927.49	12,180,218.31	664,709.18
U. S. TREASURY INVESTMENTS	10,059,085.32	13,116,866.52	(3,057,781.20)
U. S. AGENCY INVESTMENTS	0.00	0.00	0.00
CERTIFICATES OF DEPOSIT	0.00	0.00	0.00
TOTAL INVESTMENTS	79,931,000.66	53,716,518.42	26,214,482.24
TOTAL FUNDS	81,004,756.15	54,064,487.46	26,940,268.69
	February 28, 2011	April 30, 2010	% CHANGE
ILLINOIS FUNDS MONEY MARKET	71.3%	52.9%	100.7%
GOVERNMENT MONEY MARKET FUNDS	16.1%	22.7%	5.5%
U. S. TREASURY INVESTMENTS	12.6%	24.4%	-23.3%
U. S. AGENCY INVESTMENTS	0.0%	0.0%	N/A
CERTIFICATES OF DEPOSIT	0.0%	0.0%	N/A
TOTAL FUNDS	100.0%	100.0%	48.8%

Note 1 - Negative due to interest acquired on investments purchased

Note 2 - Negative due to construction recapture credit received on Chicago water payment (\$441,862) exceeding construction outlays.



DuPage Water Commission

MEMORANDUM

TO: Terry McGhee, Acting General Manager

FROM: Rick Skiba, Consultant *RS*

DATE: March 10, 2011

SUBJECT: Accounts Payable Listings

Following is a summary of the Accounts Payable to be considered at the March 17, 2011 Commission meeting:

February 8 to March 8, 2011 A/P Report	\$5,327,924.36
Accrued and estimated payments required before April 21, 2011 Commission meeting	<u>1,063,600.00</u>
Total	<u>\$6,391,524.36</u>

cc: Chairman and Commissioners

Accounts Payable – 2011.03.17

DUPAGE WATER COMMISSION
ITEMS TO BE PAID BY 04-21-11
Board Meeting Date: March 17, 2011

60,000.00	Blue Cross Blue Shield Health Insurance
6,000.00	Principal Dental Insurance
10,000.00	Illinois Public Risk Fund Workers Compensation
200.00	Envision Health Care Administration Fees -
500,000.00	Exelon Energy for Utility Charges
20,000.00	ComEd Utility Charges Meter Stations
30,000.00	City of Chicago DWC Portion of Lexington Labor
180,000.00	City of Chicago DWC Portion of Lexington Electric
60,000.00	City of Chicago DWC Portion of Lexington Repairs & Maint
2,000.00	City of Naperville Meter Station Electric Bills
15,000.00	Nicor GAS
100.00	Comcast Internet Service
2,000.00	AT & T Telephone Charges
2,000.00	Nextel Cell Phone Charges
1,800.00	Fed - Ex Postage/Delivery
500.00	Business Card Toll Charges
1,000.00	Home Depot Maintenance Supplies
500.00	West Law Subscription Monthly Subscription
170,000.00	Rossi QR - Repair Leak in 72" Steel Water Main
2,500.00	McWilliams Electric Company QRE - Replace Electrical Meter - TS3

1,063,600.00

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1294 ACCOUNTEMPS

INV	32666286		2/09/11	2/09/11		N		ACCOUNTEMPS:WK END 02/04/11		1,203.75	
DISB			2/16/11					PO:		1,203.75	
						01	-60-6290	ACCOUNTEMPS:WK END 02/04/11			1,203.75
INV	32698714		2/15/11	2/15/11		N		ACCOUNTEMPS: WK END 02/11/11		1,555.25	
DISB			2/21/11					PO:		1,555.25	
						01	-60-6290	ACCOUNTEMPS: WK END 02/11/11			1,555.25
INV	32739688		2/22/11	2/22/11		N		ACCOUNTEMPS: WK END 02/18/11		1,540.80	
DISB			2/25/11					PO:		1,540.80	
						01	-60-6290	ACCOUNTEMPS: WK END 02/18/11			1,540.80
INV	32780078		3/01/11	3/01/11		N		ACCOUNTEMPS: WK END 02/25/11		1,540.80	
DISB			3/07/11					PO:		1,540.80	
						01	-60-6290	ACCOUNTEMPS: WK END 02/25/11			1,540.80

***** TOTALS: GROSS: 5,840.60 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 5,840.60 *****

01-1663 AECOM

INV	60017667-20		2/08/11	2/08/11		N		WINFIELD 2ND CONNECTION POINT		5,423.44	
DISB			2/16/11					PO:		5,423.44	
						01	-60-7113.02	WINFIELD 2ND CONNECTION POINT			5,423.44
						01	-2611	WINFIELD 2ND CONNECTION POINT			5,423.44
						01	-5900	WINFIELD 2ND CONNECTION POINT			5,423.44CR

***** TOTALS: GROSS: 5,423.44 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 5,423.44 *****

01-1459 ALPHA BUILDING MAINTENANCE

INV	11167 DWC		12/01/10	12/31/10		N		JANITORIAL SVCS:DECEMBER 2010		1,484.00	
DISB			2/25/11					PO:		1,484.00	
						01	-60-6290	JANITORIAL SVCS:DECEMBER 2010			1,484.00
INV	11427 DWC		2/01/11	3/03/11		N		JANITORIAL SUPPLIES:DEC 2010		158.79	
DISB			2/25/11					PO:		158.79	
						01	-60-6290	JANITORIAL SUPPLIES:DEC 2010			158.79

***** TOTALS: GROSS: 1,642.79 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,642.79 *****

01-1779 ANCHOR SCIENTIFIC, INC

INV	188416		2/17/11	2/17/11		Y		METER STN SUPPLIES		146.34	
DISB			2/28/11					PO: 12677		146.34	
						01	-60-6633	METER STN SUPPLIES			146.34

***** TOTALS: GROSS: 146.34 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 146.34 *****

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1516 ARAMARK REFRESHMENT SERVIC

INV	528669		2/18/11	2/18/11		N		COFFEE SUPPLIES		178.83	
DISB			2/21/11					PO: 12690		178.83	
						01	-60-6521	COFFEE SUPPLIES			178.83
INV	528814		3/04/11	3/04/11		N		COFFEE SUPPLIES		178.14	
DISB			3/07/11					PO: 12716		178.14	
						01	-60-6521	COFFEE SUPPLIES			178.14

----- TOTALS: GROSS: 356.97 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 356.97 *****

01-1397 AT&T

INV	201103082985		2/22/11	2/22/11		N		DPPS PHONE SERVICE		401.57	
DISB			2/28/11					PO:		401.57	
						01	-60-6514.01	01/23/11 - 02/22/11			401.57

----- TOTALS: GROSS: 401.57 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 401.57 *****

01-1553 AUTOMATIC CONTROL SERVICES

INV	2398		2/15/11	3/17/11		N		METER STN SUPPLIES		135.00	
DISB			2/28/11					PO: 12710		135.00	
						01	-60-6633	METER STN SUPPLIES			135.00
INV	2400		2/15/11	3/17/11		N		SCADA/INSTRUMENTATION		250.00	
DISB			2/23/11					PO: 12654		250.00	
						01	-60-6624	SCADA/INSTRUMENTATION			250.00

----- TOTALS: GROSS: 385.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 385.00 *****

01-1015 AUTOZONE, INC.

INV	2568603709		2/20/11	2/20/11		N		VEHICLE MAINTENANCE		11.98	
DISB			2/23/11					PO: 12635		11.98	
						01	-60-6641	VEHICLE MAINTENANCE			11.98
INV	2568622537		3/07/11	3/07/11		N		VEHICLE MAINT:M153835		13.38	
DISB			3/08/11					PO: 12664		13.38	
						01	-60-6641	VEHICLE MAINT:M153835			13.38

----- TOTALS: GROSS: 25.36 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 25.36 *****

01-1072 AVALON PETROLEUM COMPANY

INV	543380		1/03/11	1/03/11		N		GASOLINE		2,075.50	
DISB			2/10/11					PO: 12668		2,075.50	

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1072 AVALON PETROLEUM COMPANY ** CONTINUED **

								01 -60-6642	GASOLINE		2,075.50				
INV	545861		2/08/11	2/08/11			N	GASOLINE		2,103.75					
DISB			2/18/11					PO: 12675		2,103.75					
								01 -60-6642	GASOLINE		2,103.75				
===== TOTALS:			GROSS:	4,179.25	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	4,179.25	=====

01-1692 BRIDGEPOINT TECHNOLOGIES

INV	15799		3/02/11	3/02/11			N	DPWC- HOSTING- MARCH 2011		50.00					
DISB			3/04/11					PO: 12130		50.00					
								01 -60-6290	DPWC- HOSTING- MARCH 2011		50.00				
===== TOTALS:			GROSS:	50.00	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	50.00	=====

01-1381 BUTTREY RENTAL SERVICE

INV	123998		1/26/11	1/26/11			N	FORK LIFT RENTAL		64.80					
DISB			2/10/11					PO: 12666		64.80					
								01 -60-6560	FORK LIFT RENTAL		64.80				
INV	124051		1/27/11	1/27/11			N	FORK LIFT RENTAL		72.00					
DISB			2/10/11					PO: 12666		72.00					
								01 -60-6560	FORK LIFT RENTAL		72.00				
===== TOTALS:			GROSS:	136.80	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	136.80	=====

01-1023 CDW GOVERNMENT, INC.

INV	WJ22656		2/07/11	3/09/11			N	COMPUTER MONITOR		696.43					
DISB			2/16/11					PO: 12652		696.43					
								01 -60-6851	COMPUTER MONITOR		696.43				
INV	WPK7391		2/28/11	3/30/11			N	MS OFFICE PRO PLUS 2010		1,582.05					
DISB			2/28/11					PO: 12688		1,582.05					
								01 -60-6580	MS OFFICE PRO PLUS 2010		1,582.05				
===== TOTALS:			GROSS:	2,278.48	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	2,278.48	=====

01-1134 CITY OF CHICAGO DEPARTMENT

INV	201103072982		3/01/11	3/01/11			N	LEXINGTON ELEC:10/28-12/01/10		109,840.81					
DISB			3/07/11					PO:		109,840.81					
								01 -60-6611.02	LEXINGTON ELEC:10/28-12/01/10		109,840.81				
===== TOTALS:			GROSS:	109,840.81	PAYMENTS:			0.00	DISCS:	0.00	ADJS:	0.00	BAL:	109,840.81	=====

01-1135 CITY OF CHICAGO SUPERINTEN

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1135 CITY OF CHICAGO SUPERINTEN** CONTINUED **

INV	201103042980		2/28/11	2/28/11			N	WATER BILLING: FEBRUARY 2011		3,595,131.00	
DISB			2/28/11					PO:		3,595,131.00	
							01	-60-6611.01	WATER BILLING: FEBRUARY 2011		3,994,590.00
							01	-1398	WATER BILLING: FEBRUARY 2011		399,459.00CR

***** TOTALS: GROSS: 3,595,131.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 3,595,131.00 *****

01-1179 CHICAGO TRIBUNE

INV	039937001-02-03		2/28/11	3/15/11			N	PUBLIC NOTICE		649.00	
DISB			2/28/11					PO: 12718		649.00	
							01	-60-6258	PUBLIC NOTICE		649.00

***** TOTALS: GROSS: 649.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 649.00 *****

01-1091 CINTAS FIRST AID & SAFETY

INV	0343694375		2/17/11	2/17/11			N	FIRST AID SUPPLIES		263.95	
DISB			2/24/11					PO: 12415		263.95	
							01	-60-6627	FIRST AID SUPPLIES		263.95
INV	0343697276		3/01/11	3/01/11			N	FIRST AID SUPPLIES		209.84	
DISB			3/04/11					PO: 12415		209.84	
							01	-60-6627	FIRST AID SUPPLIES		209.84

***** TOTALS: GROSS: 473.79 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 473.79 *****

01-1009 COMED

INV	201103082983		3/08/11	4/22/11			N	METER STN ELECTRIC		19,143.83	
DISB			3/08/11					PO:		19,143.83	
							01	-60-6612.02	METER STN ELECTRIC		19,143.83

***** TOTALS: GROSS: 19,143.83 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 19,143.83 *****

01-1733 COMED

INV	201103082984		3/01/11	3/01/11			N	METER STN ELEC:1691064106		103.10	
DISB			3/08/11					PO:		103.10	
							01	-60-6612.02	01/31/11 TO 02/28/11		103.10

***** TOTALS: GROSS: 103.10 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 103.10 *****

01-1674 ECO PROMOTIONAL PRODUCTS,

INV	10847		2/23/11	2/23/11			N	WATER CONSERVATION PROGRAM		560.15	
DISB			2/28/11					PO: 12687		560.15	

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1674 ECO PROMOTIONAL PRODUCTS, ** CONTINUED **

								01 -60-6210	WATER CONSERVATION PROGRAM		560.15
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 ***** TOTALS: GROSS: 560.15 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 560.15 =====

01-1569 EDWARD COUGHLIN

INV	201102172961		2/15/11	2/15/11			Y	SECURITY : 02/10/11		137.50	
DISB			2/16/11					PO:		137.50	
								01 -60-6591	SECURITY : 02/10/11		137.50

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 ***** TOTALS: GROSS: 137.50 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 137.50 =====

01-1654 ELECSYS CORPORATION

INV	93960		1/31/11	1/31/11			N	DEFAULT CP GRP MSGS: JAN 2011		90.00	
DISB			2/16/11					PO:		90.00	
								01 -60-6514.02	DEFAULT CP GRP MSGS: JAN 2011		90.00

INV	94644		2/28/11	2/28/11			N	DEFAULT CP GROUP MESSAGES		90.00	
DISB			2/28/11					PO:		90.00	
								01 -60-6514.02	DEFAULT CP GROUP MESSAGES		90.00

=====
 ***** TOTALS: GROSS: 180.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 180.00 =====

01-1140 CITY OF ELMHURST

INV	201103082987		3/08/11	3/08/11			N	VEHICLE STICKER-11-12-M78556		126.00	
DISB			3/08/11					PO: 12719		126.00	
								01 -60-6643	VEHICLE STICKER-11-12-M78556		126.00

INV	201103082988		3/08/11	3/08/11			N	VEHICLE STICKER-11-12-M80328		90.00	
DISB			3/08/11					PO: 12719		90.00	
								01 -60-6643	VEHICLE STICKER-11-12-M80328		90.00

INV	201103082989		3/08/11	3/08/11			N	VEHICLE STICKER-11-12-M79697		126.00	
DISB			3/08/11					PO: 12719		126.00	
								01 -60-6643	VEHICLE STICKER-11-12-M79697		126.00

INV	201103082990		3/08/11	3/08/11			N	VEHICLE STICKER-11-12-M99818		90.00	
DISB			3/08/11					PO: 12719		90.00	
								01 -60-6643	VEHICLE STICKER-11-12-M99818		90.00

INV	201103082991		3/08/11	3/08/11			N	VEHICLE STICKER-11-12-M66159		36.00	
DISB			3/08/11					PO: 12719		36.00	
								01 -60-6643	VEHICLE STICKER-11-12-M66159		36.00

INV	201103082992		3/08/11	3/08/11			N	VEHICLE STICKER-11-12-M63637		36.00	
DISB			3/08/11					PO: 12719		36.00	

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1140 CITY OF ELMHURST ** CONTINUED **

							01	-60-6643	VEHICLE STICKER-11-12-M63637		36.00
INV	201103082993		3/08/11	3/08/11		N			VEHICLE STICKER-M127481	90.00	
	DISB		3/08/11						PO: 12719	90.00	
							01	-60-6643	VEHICLE STICKER-M127481		90.00
INV	201103082994		3/08/11	3/08/11		N			VEHICLE STICKER-11-12-M134705	36.00	
	DISB		3/08/11						PO: 12719	36.00	
							01	-60-6643	VEHICLE STICKER-11-12-M134705		36.00
INV	201103082995		3/08/11	3/08/11		N			VEHICLE STICKER-11-12-M149226	126.00	
	DISB		3/08/11						PO: 12719	126.00	
							01	-60-6643	VEHICLE STICKER-11-12-M149226		126.00
INV	201103082996		3/08/11	3/08/11		N			VEHICLE STICKER-11-12-M153835	126.00	
	DISB		3/08/11						PO: 12719	126.00	
							01	-60-6643	VEHICLE STICKER-11-12-M153835		126.00
INV	201103082997		3/08/11	3/08/11		N			VEHICLE STICKER-11-12-M166601	90.00	
	DISB		3/08/11						PO: 12719	90.00	
							01	-60-6643	VEHICLE STICKER-11-12-M166601		90.00
INV	201103082998		3/08/11	3/08/11		N			VEHICLE STICKER-11-12-M169815	126.00	
	DISB		3/08/11						PO: 12719	126.00	
							01	-60-6643	VEHICLE STICKER-11-12-M169815		126.00
INV	201103082999		3/08/11	3/08/11		N			VEHICLE STICKER-11-12-M175659	36.00	
	DISB		3/08/11						PO: 12719	36.00	
							01	-60-6643	VEHICLE STICKER-11-12-M175659		36.00
INV	201103083000		3/08/11	3/08/11		N			VEHICLE STICKER-11-12-M176151	36.00	
	DISB		3/08/11						PO: 12719	36.00	
							01	-60-6643	VEHICLE STICKER-11-12-M176151		36.00
INV	30618		3/07/11	3/07/11		N			ANNUAL SPL SERVICE FEE	52,801.00	
	DISB		3/08/11						PO:	52,801.00	
							01	-1550	ANNUAL SPL SERVICE FEE		52,801.00

===== TOTALS: GROSS: 53,971.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 53,971.00 =====

01-1097 ELMHURST PLAZA STANDARD IN

INV	34380		12/20/10	12/20/10		N			VEHICLE MAINT:M63637	124.38	
	DISB		2/18/11						PO: 12681	124.38	
							01	-60-6641	VEHICLE MAINT:M63637		124.38
INV	34404		12/29/10	12/29/10		N			VEHICLE MAINT: M66159	636.70	
	DISB		2/23/11						PO:	636.70	

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1097 ELMHURST PLAZA STANDARD IN** CONTINUED **

								01 -60-6641	VEHICLE MAINT: M66159		636.70
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===== TOTALS: GROSS: 761.08 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 761.08 =====

01-1446 EN ENGINEERING, LLC

INV	0028174		2/04/11	3/06/11				N	CCMP - TEST POINT READINGS		6,490.23
	DISB		2/18/11						PO:		6,490.23
								01 -60-6632	CCMP - TEST POINT READINGS		6,490.23

INV	0028175		2/04/11	3/06/11				N	CCMP-CLOSE INTERVAL SURVEY		590.83
	DISB		2/18/11						PO:		590.83
								01 -60-6632	CCMP-CLOSE INTERVAL SURVEY		590.83

INV	0028185		2/04/11	3/06/11				N	OUTERBELT MAIN CP DESIGN		14,034.96
	DISB		2/18/11						PO:		14,034.96
								01 -60-6632	OUTERBELT MAIN CP DESIGN		14,034.96

INV	0028187		2/04/11	3/06/11				N	IND CORROSION ASSISTANCE		2,719.49
	DISB		2/28/11						PO:		2,719.49
								01 -60-6632	IND CORROSION ASSISTANCE		2,719.49

===== TOTALS: GROSS: 23,835.51 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 23,835.51 =====

01-1159 ENVISION HEALTHCARE, INC.

INV	118830		3/01/11	3/01/11				N	ADMIN FEES: MARCH 2011		114.00
	DISB		3/03/11						PO:		114.00
								01 -60-6122	ADMIN FEES: MARCH 2011		114.00

===== TOTALS: GROSS: 114.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 114.00 =====

01-1193 GEXPRO

INV	265-125202		3/01/11	3/31/11				N	PUMPING SERVICES		155.48
	DISB		3/07/11						PO: 12442		155.48
								01 -60-6621	PUMPING SERVICES		155.48

===== TOTALS: GROSS: 155.48 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 155.48 =====

01-1055 GRAINGER

INV	9455217613		2/07/11	3/09/11				N	MAINTENANCE SUPPLIES		10.94
	DISB		2/16/11						PO: 12624		10.94
								01 -60-6560	MAINTENANCE SUPPLIES		10.94

INV	9457754522		2/09/11	3/11/11				N	MAINTENANCE SUPPLIES		468.68
	DISB		2/16/11						PO: 12624		468.68

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1055 GRAINGER ** CONTINUED **

								01 -60-6560	MAINTENANCE SUPPLIES		468.68
INV	9466572394		2/18/11	3/20/11			N		MAINTENANCE SUPPLIES	244.51	
	DISB		2/25/11					PO: 12624		244.51	
								01 -60-6560	MAINTENANCE SUPPLIES		244.51
INV	9466572402		2/18/11	3/20/11			N		MAINTENANCE SUPPLIES	66.24	
	DISB		2/25/11					PO: 12624		66.24	
								01 -60-6560	MAINTENANCE SUPPLIES		66.24
INV	9468630406		2/22/11	3/24/11			N		MAINTENANCE SUPPLIES	60.12	
	DISB		2/28/11					PO: 12624		60.12	
								01 -60-6560	MAINTENANCE SUPPLIES		60.12
INV	9472342006		2/25/11	3/27/11			N		MAINTENANCE SUPPLIES	255.97	
	DISB		2/28/11					PO: 12624		255.97	
								01 -60-6560	MAINTENANCE SUPPLIES		255.97
INV	9477013495		3/03/11	4/02/11			N		MAINTENANCE SUPPLIES	274.50	
	DISB		3/08/11					PO: 12570		274.50	
								01 -60-6560	MAINTENANCE SUPPLIES		274.50

***** TOTALS: GROSS: 1,380.96 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,380.96 *****

01-1399 GREELEY AND HANSEN

CM	9096		2/24/11	2/24/11			Y		GREELEY AND HANSEN	10,132.35CR	
	DISB		2/24/11					PO:		10,132.35CR	
								01 -60-8201.02	GREELEY AND HANSEN		3,877.22CR
								01 -60-8203.02	GREELEY AND HANSEN		669.98CR
								01 -60-8203.04	GREELEY AND HANSEN		334.99
								01 -1398	GREELEY AND HANSEN		334.99CR
								01 -60-8202.02	GREELEY AND HANSEN		5,585.15CR
								01 -60-8202.04	GREELEY AND HANSEN		5,585.15
								01 -1398	GREELEY AND HANSEN		5,585.15CR
CM	INV-0000317155V		6/07/10	6/07/10			Y		LEX PUMP STN:PHOTOVOLTAIC CELL	10,626.58CR	
	DISB		2/24/11					PO:		10,626.58CR	
								01 -60-8202.02	LEX PUMP STN:PHOTOVOLTAIC CELL		10,626.58CR
								01 -60-8202.04	LEX PUMP STN:PHOTOVOLTAIC CELL		5,313.29
								01 -1398.01	LEX PUMP STN:PHOTOVOLTAIC CELL		5,313.29CR
CM	INV-0000317426V		6/07/10	6/07/10			Y		LEX PUMP STN:EMERG GENERATION	71,265.30CR	
	DISB		2/24/11					PO:		71,265.30CR	
								01 -60-8201.02	LEX PUMP STN:EMERG GENERATION		71,265.30CR
								01 -60-8201.04	LEX PUMP STN:EMERG GENERATION		35,632.65
								01 -1398.01	LEX PUMP STN:EMERG GENERATION		35,632.65CR
INV	INV-0000317155A		2/09/11	2/09/11			Y		LEX PUMP STN:PHOTOVOLTAIC CELL	6,749.36	

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1399 GREELEY AND HANSEN ** CONTINUED **

	DISB		2/24/11					PO:		6,749.36	
							01	-60-8202.02	LEX PUMP STN:PHOTOVOLTAIC CELL		6,749.36
							01	-60-8202.04	LEX PUMP STN:PHOTOVOLTAIC CELL		3,374.68CR
							01	-1398.01	LEX PUMP STN:PHOTOVOLTAIC CELL		3,374.68
INV	INV-0000317426A		2/09/11	2/09/11			Y		LEX PUMP STN- EMERG GENERATION	75,142.52	
	DISB		2/24/11					PO:		75,142.52	
							01	-60-8201.02	LEX PUMP STN- EMERG GENERATION		75,142.52
							01	-60-8201.04	LEX PUMP STN- EMERG GENERATION		37,571.26CR
							01	-1398.01	LEX PUMP STN- EMERG GENERATION		37,571.26

===== TOTALS: GROSS: 10,132.35- PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 10,132.35- =====
 ***** *WARNING* - CREDIT MEMOS EXCEED INVOICES *****

01-1068 HACH COMPANY

INV	7136672		3/01/11	3/31/11			N		SCADA/INSTRUMENTATION	143.00	
	DISB		3/08/11					PO: 12643		143.00	
							01	-60-6624	SCADA/INSTRUMENTATION		143.00

===== TOTALS: GROSS: 143.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 143.00 =====

01-1197 HD SUPPLY WATERWORKS, LTD.

INV	2432292		1/20/11	1/20/11			N		METER TESTING & REPAIRS	4,120.00	
	DISB		2/28/11					PO: 12585		4,120.00	
							01	-60-6623	METER TESTING & REPAIRS		4,120.00
INV	2581699		2/06/11	2/06/11			N		METER TESTING & REPAIRS	665.00	
	DISB		2/28/11					PO: 12585		665.00	
							01	-60-6623	METER TESTING & REPAIRS		665.00

===== TOTALS: GROSS: 4,785.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 4,785.00 =====

01-1050 HOME DEPOT CREDIT SERVICES

CM	6173097		2/28/11	2/28/11			N		MAINTENANCE SUPPLIES RETURNED	3.15CR	
	DISB		2/28/11					PO: 12143		3.15CR	
							01	-60-6560	MAINTENANCE SUPPLIES RETURNED		3.15CR
INV	5026511		3/01/11	3/01/11			N		MAINTENANCE SUPPLIES	44.97	
	DISB		3/04/11					PO: 12143		44.97	
							01	-60-6560	MAINTENANCE SUPPLIES		44.97
INV	6026311		2/28/11	2/28/11			N		MAINTENANCE SUPPLIES	37.03	
	DISB		2/28/11					PO: 12143		37.03	
							01	-60-6560	MAINTENANCE SUPPLIES		37.03
INV	6026313		2/28/11	2/28/11			N		MAINTENANCE SUPPLIES	2.58	

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	DESCRIPTION	GROSS/	-DISTRIBUTION-
	BANK		POST DT	DISC DT	CHECK#			BALANCE	

01-1050		HOME DEPOT CREDIT SERVICES** CONTINUED **							
	DISB		2/28/11				PO: 12143	2.58	
						01 -60-6560	MAINTENANCE SUPPLIES		2.58
	INV	6064275	2/18/11	2/18/11		N	METER STN SUPPLIES	20.69	
	DISB		2/28/11				PO: 12143	20.69	
						01 -60-6633	METER STN SUPPLIES		20.69
***** TOTALS: GROSS: 102.12 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 102.12 *****									
01-1057		HSQ TECHNOLOGY							
	INV	05-2582/10623	2/15/11	3/17/11		N	SCADA MAINT SUPP: MARCH 2011	525.00	
	DISB		2/25/11				PO: 12074	525.00	
						01 -60-6624	SCADA MAINT SUPP: MARCH 2011		525.00
***** TOTALS: GROSS: 525.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 525.00 *****									
01-1225		IKON OFFICE SOLUTIONS							
	INV	1026706957	2/01/11	2/11/11		N	OFFICE SUPPLIES	56.00	
	DISB		2/10/11				PO: 12661	56.00	
						01 -60-6521	OFFICE SUPPLIES		56.00
	INV	5016909503	2/22/11	3/04/11		N	COPIER USAGE:1/25/11-2/24/11	739.20	
	DISB		2/28/11				PO:	739.20	
						01 -60-6550	COPIER USAGE:1/25/11-2/24/11		739.20
***** TOTALS: GROSS: 795.20 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 795.20 *****									
01-1609		ILGISA							
	INV	2935	1/01/11	1/01/11		Y	MEMBERSHIP DUES:FRELKA	50.00	
	DISB		2/23/11				PO: 12653	50.00	
						01 -60-6540	MEMBERSHIP DUES:FRELKA		50.00
***** TOTALS: GROSS: 50.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 50.00 *****									
01-1201		ILLINOIS ENVIRONMENT PROTE							
	INV	201102162956	1/31/11	1/31/11		N	AIR POLLUTION CONTROL SITE FEE	1,800.00	
	DISB		2/16/11				PO: 12676	1,800.00	
						01 -60-6820	AIR POLLUTION CONTROL SITE FEE		1,800.00
***** TOTALS: GROSS: 1,800.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,800.00 *****									
01-1002		ILLINOIS MUNICIPAL RETIREM							
	INV	IMR201102142955	2/18/11	2/18/11		N	IMRF	14,335.54	

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
D E T A I L

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-		
		BANK	POST DT	DISC DT	CHECK#					BALANCE			

01-1196		KARA COMPANY, INC.											
	INV	269891	2/24/11	3/26/11		N		VERIZON DATA LINE GPS DATA		60.70			
	DISB		2/28/11					PO: 12112		60.70			
						01	-60-6514.02	VERIZON DATA LINE GPS DATA			60.70		
***** TOTALS:			GROSS:	60.70	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	60.70	*****
01-1753		LANER MUCHIN											
	INV	374887	3/01/11	3/01/11		Y		LEGAL SERVICES:THRU 02/20/11		1,402.11			
	DISB		3/08/11					PO:		1,402.11			
						01	-60-6253	LEGAL SERVICES:THRU 02/20/11			1,402.11		
***** TOTALS:			GROSS:	1,402.11	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	1,402.11	*****
01-1618		LIFT WORKS, INC.											
	INV	135067	1/26/11	2/25/11		N		MAN LIFT INSPECTION & MAINT.		196.93			
	DISB		2/10/11					PO: 12665		196.93			
						01	-60-6560	MAN LIFT INSPECTION & MAINT.			196.93		
	INV	135068	1/26/11	2/25/11		N		MAN LIFT INSPECTION & MAINT.		242.73			
	DISB		2/10/11					PO: 12665		242.73			
						01	-60-6560	MAN LIFT INSPECTION & MAINT.			242.73		
***** TOTALS:			GROSS:	439.66	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	439.66	*****
01-1069		MEL'S ACE HARDWARE											
	INV	415514/4	2/06/11	2/06/11		N		MAINTENANCE SUPPLIES		7.19			
	DISB		2/16/11					PO: 12629		7.19			
						01	-60-6560	MAINTENANCE SUPPLIES			7.19		
	INV	415593/4	2/16/11	2/16/11		N		METER STN SUPPLIES		7.62			
	DISB		2/23/11					PO: 12629		7.62			
						01	-60-6633	METER STN SUPPLIES			7.62		
	INV	415597/4	2/17/11	2/17/11		N		MAINTENANCE SUPPLIES		16.49			
	DISB		2/23/11					PO: 12629		16.49			
						01	-60-6560	MAINTENANCE SUPPLIES			16.49		
	INV	415609/4	2/18/11	2/18/11		N		MAINTENANCE SUPPLIES		15.09			
	DISB		2/23/11					PO: 12629		15.09			
						01	-60-6560	MAINTENANCE SUPPLIES			15.09		
	INV	415626/4	2/21/11	2/21/11		N		METER STN SUPPLIES		12.58			
	DISB		2/23/11					PO: 12629		12.58			

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
D E T A I L

VENDOR	TYPE ---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
	BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1069 MEL'S ACE HARDWARE ** CONTINUED **

						01 -60-6633	METER STN SUPPLIES			12.58
INV	415671/4	2/28/11	2/28/11		N		MAINTENANCE SUPPLIES		28.32	
DISB		2/28/11					PO: 12629		28.32	
						01 -60-6560	MAINTENANCE SUPPLIES			28.32
INV	415682/4	3/01/11	3/01/11		N		METER STN SUPPLIES		52.23	
DISB		3/04/11					PO: 12658		52.23	
						01 -60-6633	METER STN SUPPLIES			52.23
INV	415734/4	3/08/11	3/08/11		N		MAINTENANCE SUPPLIES		3.90	
DISB		3/08/11					PO: 12658		3.90	
						01 -60-6560	MAINTENANCE SUPPLIES			3.90

===== TOTALS: GROSS: 143.42 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 143.42 =====

01-1051 MENARDS - HILLSIDE

INV	16138	2/12/11	2/12/11		N		MAINTENANCE SUPPLIES		26.68	
DISB		2/23/11					PO: 12634		26.68	
						01 -60-6560	MAINTENANCE SUPPLIES			26.68
INV	17755	2/21/11	2/21/11		N		MAINTENANCE SUPPLIES		26.74	
DISB		2/25/11					PO: 12634		26.74	
						01 -60-6560	MAINTENANCE SUPPLIES			26.74
INV	17922	2/22/11	2/22/11		N		METER STN SUPPLIES		6.49	
DISB		2/28/11					PO: 12634		6.49	
						01 -60-6633	METER STN SUPPLIES			6.49
INV	19399	3/02/11	3/02/11		N		METER STN SUPPLIES		51.60	
DISB		3/07/11					PO: 12662		51.60	
						01 -60-6633	METER STN SUPPLIES			51.60

===== TOTALS: GROSS: 111.51 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 111.51 =====

01-1604 MWH AMERICAS, INC.

INV	1382996	2/17/11	4/03/11		N		WATER CONSERVATION		3,095.82	
DISB		2/24/11					PO:		3,095.82	
						01 -60-6210	WATER CONSERVATION			3,095.82

===== TOTALS: GROSS: 3,095.82 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 3,095.82 =====

01-1021 NAPERVILLE, CITY OF

INV	201103042981	2/28/11	3/25/11		N		METER STN ELEC:63519-62606		202.34	
DISB		2/28/11					PO:		202.34	

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1021 NAPERVILLE, CITY OF ** CONTINUED **

								01 -60-6612.02	01/14/11 - 02/13/11		202.34
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===== TOTALS: GROSS: 202.34 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 202.34 =====

01-1395 OFFICE DEPOT

INV	551391932001	2/08/11	3/10/11	N	OFFICE SUPPLIES					50.21	
	DISB	2/18/11			PO: 12669					50.21	
					01 -60-6521	OFFICE SUPPLIES					50.21
INV	551534832001	2/09/11	3/11/11	N	OFFICE SUPPLIES					197.94	
	DISB	2/18/11			PO: 12671					197.94	
					01 -60-6521	OFFICE SUPPLIES					197.94
INV	553570755001	2/25/11	3/27/11	N	OFFICE SUPPLIES					164.95	
	DISB	2/28/11			PO: 12698					164.95	
					01 -60-6521	OFFICE SUPPLIES					164.95
INV	553624513001	2/25/11	3/27/11	N	OFFICE SUPPLIES					65.30	
	DISB	2/28/11			PO: 12700					65.30	
					01 -60-6521	OFFICE SUPPLIES					65.30
INV	554354640001	3/03/11	4/02/11	N	OFFICE SUPPLIES					95.37	
	DISB	3/08/11			PO: 12715					95.37	
					01 -60-6521	OFFICE SUPPLIES					95.37

===== TOTALS: GROSS: 573.77 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 573.77 =====

01-1520 ORKIN

INV	62600123	2/22/11	2/22/11	N	PEST CONTROL SVCS: 02/22/11					67.89	
	DISB	2/28/11			PO: 12398					67.89	
					01 -60-6560	PEST CONTROL SVCS: 02/22/11					67.89

===== TOTALS: GROSS: 67.89 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 67.89 =====

01-1158 PETTY CASH - CUSTODIAN

INV	201103082986	2/28/11	2/28/11	N	PETTY CASH					632.89	
	VP	2/28/11			PO:					632.89	
					01 -60-6560	PETTY CASH					120.45
					01 -60-6560	MAINT REPAIRS-R.ELLINGSWORTH					9.61
					01 -60-6641	AUTO REPAIR-B.GILLESPIE					14.00
					01 -60-6641	AUTO PARTS-MIKE FOUSSI					17.04
					01 -60-6580	GIS SOFTWARE - FRANK FRELKA					29.99
					01 -60-6560	TRAILER HOOK UP WIRES-M FOUSSI					4.99
					01 -60-6591	ADMN EXPENSE-FRANK GRIFFIN					5.48
					01 -60-6560	MAINT-HUGO'S EQUIP-M.CASTANEDA					20.00

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1158 PETTY CASH - CUSTODIAN ** CONTINUED **

01 -60-6131	AWWA SEMINAR-T MCGHEE	68.60
01 -60-6131	AWWA SEMINAR-T MCGHEE	52.60
01 -60-6514.02	NEXTEL PHONE REPAIR-RICK NOLAN	35.00
01 -60-6560	MAINT-HUGO'S EQ-R.ELLINGSWORTH	18.00
01 -60-6532	POSTAGE REIMB-FRANK GRIFFIN	0.62
01 -60-6641	AUTO PARTS REPAIR-BILL WEGNER	7.89
01 -60-6532	POSTAGE REIMBURSEMENT	1.39CR
01 -60-6131	PARKING FEE-C BOSTICK	18.00
01 -60-6560	CONNECTORS-JOHN SCHORI	4.25
01 -60-6633	TRANSFORMER-RICK NOLAN	50.00
01 -60-6633	REPAIR OF FIELD TENT-J SCHORI	60.00
01 -60-6521	NOTARY STAMP - CAROLYN JOHNSON	55.00
01 -60-6521	BATTERIES-CHRIS BOSTICK	8.56
01 -60-6131	AWWA 1 DAY SEMINAR	34.84
01 -60-6532	POSTAGE REIMBURSEMENT	0.64CR

===== TOTALS: GROSS: 632.89 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 632.89 =====

01-1070 PNC INSTITUTIONAL INVESTME

INV 201103032977	2/28/11	2/28/11	N	SAFE KEEPING FEE: DEC 2010	975.00
DISB	2/28/11			PO:	975.00
01 -60-6233				SAFE KEEPING FEE: DEC 2010	975.00
INV 201103032978	2/28/11	2/28/11	N	SAFE KEEPING FEE:JAN 2011	975.00
DISB	2/28/11			PO:	975.00
01 -60-6233				SAFE KEEPING FEE:JAN 2011	975.00

***** TOTALS: GROSS: 1,950.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,950.00 =====

01-1340 PREMIO, INC.

INV 137241 SL	2/07/11	3/09/11	N	COMPUTER WORKSTATIONS	5,250.00
DISB	2/10/11			PO: 12605	5,250.00
01 -60-6851				COMPUTER WORKSTATIONS	5,250.00

===== TOTALS: GROSS: 5,250.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 5,250.00 =====

01-1664 PROGRAM ONE PROFESSIONAL B

INV 31145	2/17/11	2/17/11	N	WINDOW CLEANING: 02/15/11	515.00
DISB	2/23/11			PO:	515.00
01 -60-6290				WINDOW CLEANING: 02/15/11	515.00

===== TOTALS: GROSS: 515.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 515.00 =====

01-1385 QUALITY BACKFLOW TESTING I

INV 14200	2/18/11	3/20/11	N	ANNUAL TESTING BACKFLOW DEVICE	2,400.00
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OPEN ITEM REPORT

DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-		
		BANK	POST DT	DISC DT	CHECK#					BALANCE			

01-1385			QUALITY BACKFLOW TESTING I** CONTINUED **										
	DISB		2/25/11					PO: 12694		2,400.00			
							01 -60-6560	ANNUAL TESTING BACKFLOW DEVICE			2,400.00		
===== TOTALS:			GROSS:	2,400.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	2,400.00	=====
01-1572			RED HAWK										
	INV	16244 RI	2/11/11	3/13/11			N	DOOR SWITCH SENTROL		337.02			
	DISB		2/16/11					PO: 12646		337.02			
							01 -60-6624	DOOR SWITCH SENTROL			337.02		
===== TOTALS:			GROSS:	337.02	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	337.02	=====
01-1059			RED WING SHOE STORE										
	INV	450000004194	2/15/11	3/17/11			N	SAFETY SHOES:CASTANEDA		148.00			
	DISB		2/16/11					PO: 12644		148.00			
							01 -60-6626	SAFETY SHOES:CASTANEDA			148.00		
===== TOTALS:			GROSS:	148.00	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	148.00	=====
01-1118			REGIONAL TRUCK EQUIPMENT C										
	INV	171016	2/07/11	2/17/11			N	VEHICLE MAINT:M169815		17.00			
	DISB		2/16/11					PO: 12670		17.00			
							01 -60-6641	VEHICLE MAINT:M169815			17.00		
	INV	171391	2/15/11	2/25/11			N	VEHICLE MAINT: M169815		44.29			
	DISB		2/23/11					PO: 12670		44.29			
							01 -60-6641	VEHICLE MAINT: M169815			44.29		
	INV	171610	2/23/11	3/05/11			N	LIGHT FIXTURE :M78556 & M79697		3,308.00			
	DISB		2/28/11					PO: 12640		3,308.00			
							01 -60-6860	LIGHT FIXTURE :M78556 & M79697			3,308.00		
	INV	37020	2/25/11	3/07/11			N	VEHICLE MAINT:M78556		303.73			
	DISB		2/28/11					PO: 12713		303.73			
							01 -60-6641	VEHICLE MAINT:M78556			303.73		
===== TOTALS:			GROSS:	3,673.02	PAYMENTS:	0.00	DISCS:	0.00	ADJS:	0.00	BAL:	3,673.02	=====
01-1739			RGP DIVERSIFIED SERVICES,										
	INV	201102162959	2/11/11	2/11/11			Y	ACCTG SVCS;01/31-02/11/11		1,237.50			
	DISB		2/16/11					PO:		1,237.50			
							01 -60-6290	ACCTG SVCS;01/31-02/11/11			1,237.50		
	INV	201103032979	2/24/11	2/24/11			Y	ACCTG SVCS: 2/14/11-2/25/11		2,118.75			

O P E N I T E M R E P O R T

D E T A I L

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1739 RGF DIVERSIFIED SERVICES, ** CONTINUED **

	DISB		2/28/11					PO:		2,118.75	
							01 -60-6290	ACCTG SVCS: 2/14/11-2/25/11			2,118.75

===== TOTALS: GROSS: 3,356.25 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 3,356.25 =====

01-1714 ROBERT HALF INTERNATIONAL

INV	32647985		2/07/11	2/07/11			N	ACCTG SVCS:WK END 02/04/11		3,000.00	
	DISB		2/16/11					PO:		3,000.00	
							01 -60-6290	ACCTG SVCS:WK END 02/04/11			3,000.00
INV	32708868		2/16/11	2/16/11			N	ACCTG SVCS:WK END 02/11/11		5,160.00	
	DISB		2/21/11					PO:		5,160.00	
							01 -60-6290	ACCTG SVCS:WK END 02/11/11			5,160.00
INV	32728480		2/21/11	2/21/11			N	ACCTG SVCS: WK END 02/18/11		2,040.00	
	DISB		2/28/11					PO:		2,040.00	
							01 -60-6290	ACCTG SVCS: WK END 02/18/11			2,040.00
INV	32769280		2/28/11	2/28/11			N	ACCTG SVCS:WK END 02/25/11		2,240.00	
	DISB		2/28/11					PO:		2,240.00	
							01 -60-6290	ACCTG SVCS:WK END 02/25/11			2,240.00

===== TOTALS: GROSS: 12,440.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 12,440.00 =====

01-1523 SAF-T-GARD INTERNATIONAL,

INV	1503763-00		2/23/11	3/25/11			N	SCADA/INSTRUMENTATION		58.15	
	DISB		2/28/11					PO: 12674		58.15	
							01 -60-6624	SCADA/INSTRUMENTATION			58.15

===== TOTALS: GROSS: 58.15 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 58.15 =====

01-1777 SCHNEIDER ELECTRIC BUILDIN

CM	387363 CR		12/10/10	12/10/10			N	REPAIR OF SECURITY GATE ACCESS		302.50CR	
	DISB		2/28/11					PO:		302.50CR	
							01 -60-6560	REPAIR OF SECURITY GATE ACCESS			302.50CR
CM	395570 CR		2/18/11	2/18/11			N	DOOR LATCH CONTROL REPAIR		150.38CR	
	DISB		2/28/11					PO:		150.38CR	
							01 -60-6560	DOOR LATCH CONTROL REPAIR			150.38CR
INV	387363		12/10/10	12/10/10			N	REPAIR OF SECURITY GATE ACCESS		302.50	
	DISB		2/28/11					PO:		302.50	
							01 -60-6560	REPAIR OF SECURITY GATE ACCESS			302.50
INV	395570		2/18/11	2/18/11			N	DOOR LATCH CONTROL REPAIR		150.38	

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BAIANCE	

01-1777		SCHNEIDER ELECTRIC BUILDIN** CONTINUED **									
	DISB		2/28/11					PO:		150.38	
								01 -60-6560	DOOR LATCH CONTROL REPAIR		150.38
===== TOTALS: GROSS: 0.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 0.00 =====											
01-1715		SIKICH									
	INV	124175	2/11/11	2/11/11		Y		AUDIT SERVICES:FY 2009-10		5,225.00	
	DISB		2/16/11					PO:		5,225.00	
								01 -60-6260	AUDIT SERVICES:FY 2009-10		5,225.00
===== TOTALS: GROSS: 5,225.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 5,225.00 =====											
01-1302		SIR SPEEDY									
	INV	55144	2/24/11	3/11/11		N		PAMPHLETS- WATER CONSERVATION		850.97	
	DISB		2/25/11					PO: 12686		850.97	
								01 -60-6531	PAMPHLETS- WATER CONSERVATION		850.97
===== TOTALS: GROSS: 850.97 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 850.97 =====											
01-1043		SOOPER LUBE									
	INV	187798	1/05/11	1/05/11		N		VEHICLE MAINT:M79697		193.98	
	DISB		2/18/11					PO: 12680		193.98	
								01 -60-6641	VEHICLE MAINT:M79697		193.98
	INV	189868	2/17/11	2/17/11		N		VEHICLE MAINT: M169815		39.45	
	DISB		2/23/11					PO: 12632		39.45	
								01 -60-6641	VEHICLE MAINT: M169815		39.45
===== TOTALS: GROSS: 233.43 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 233.43 =====											
01-1040		SPECIALTY MAT SERVICE									
	INV	568799	2/10/11	3/10/11		N		MAT SERVICES:02/10/11		116.27	
	DISB		2/16/11					PO: 12465		116.27	
								01 -60-6560	MAT SERVICES:02/10/11		116.27
	INV	569734	2/17/11	3/10/11		N		MAT SERVICES: 02/17/11		116.27	
	DISB		2/23/11					PO: 12465		116.27	
								01 -60-6560	MAT SERVICES: 02/17/11		116.27
	INV	570657	2/24/11	3/10/11		N		MAT SERVICES:02/24/11		116.27	
	DISB		2/28/11					PO: 12465		116.27	
								01 -60-6560	MAT SERVICES:02/24/11		116.27
	INV	571624	3/03/11	4/10/11		N		MAT SERVICES : 03/03/11		116.27	

O P E N I T E M R E P O R T

D E T A I L

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	

01-1040 SPECIALTY MAT SERVICE ** CONTINUED **

	DISB		3/07/11					PO: 12465		116.27	
								01 -60-6560	MAT SERVICES: 03/03/11		116.27

===== TOTALS: GROSS: 465.08 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 465.08 =====

01-1121 SPI ENERGY GROUP

	INV	201102162960	2/08/11	2/08/11		N		CONSULTING FEE:D-001-008		250.00	
	DISB		2/16/11					PO:		250.00	
								01 -60-6290	CONSULTING FEE:D-001-008		250.00

===== TOTALS: GROSS: 250.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 250.00 =====

01-1773 STAPLES ADVANTAGE

	INV	3149977718	2/12/11	2/12/11		N		OFFICE SUPPLIES		345.04	
	DISB		2/21/11					PO: 12678		345.04	
								01 -60-6521	OFFICE SUPPLIES		345.04
	INV	3150049714	2/16/11	2/16/11		N		OFFICE SUPPLIES		279.23	
	DISB		2/23/11					PO: 12683		279.23	
								01 -60-6521	OFFICE SUPPLIES		279.23
	INV	3150314785	2/22/11	2/22/11		N		OFFICE SUPPLIES		42.22	
	DISB		2/28/11					PO: 12691		42.22	
								01 -60-6521	OFFICE SUPPLIES		42.22
	INV	3150379162	2/25/11	2/25/11		N		OFFICE SUPPLIES		54.11	
	DISB		2/28/11					PO: 12697		54.11	
								01 -60-6521	OFFICE SUPPLIES		54.11
	INV	3150906167	3/01/11	3/01/11		N		OFFICE SUPPLIES		246.51	
	DISB		3/07/11					PO: 12712		246.51	
								01 -60-6521	OFFICE SUPPLIES		246.51

===== TOTALS: GROSS: 967.11 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 967.11 =====

01-1122 STATE NET

	INV	80368-03.11-01	2/22/11	2/22/11		N		IL & FED LEGISLATIVE TRACKING		1,650.00	
	DISB		2/28/11					PO:		1,650.00	
								01 -60-6540	IL & FED LEGISLATIVE TRACKING		1,650.00

===== TOTALS: GROSS: 1,650.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,650.00 =====

01-1058 THYSSENKRUPP ELEVATOR CORP

	INV	045591	2/15/11	2/15/11		N		MAINTENANCE SUPPLIES		200.00	
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ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	-----	DESCRIPTION	-----	GROSS/	-DISTRIBUTION-
		BANK	POST DT	DISC DT	CHECK#					BALANCE	
01-1058		THYSSENKRUPP	ELEVATOR CORP** CONTINUED **								
	DISB		2/24/11					PO: 12692		200.00	
							01 -60-6560	MAINTENANCE SUPPLIES			200.00
***** TOTALS: GROSS: 200.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 200.00 *****											
01-1125		TOTAL FIRE & SAFETY, INC.									
	INV	14466	1/13/11	2/02/11			N	YLY INSP OF FIRE EXTINGUISHERS		974.00	
	DISB		2/10/11					PO: 12667		974.00	
							01 -60-6560	YLY INSP OF FIRE EXTINGUISHERS			974.00
***** TOTALS: GROSS: 974.00 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 974.00 *****											
01-1046		TREE TOWNS REPRO SERVICE									
	INV	0000155913	1/26/11	2/25/11			N	TIB PLAN REPRINTS		71.28	
	DISB		2/18/11					PO: 12641		71.28	
							01 -60-6634	TIB PLAN REPRINTS			71.28
	INV	0000156900	2/21/11	3/23/11			N	REPROGRAPHIC SERVICES		10.00	
	DISB		2/28/11					PO: 12701		10.00	
							01 -60-6634	REPROGRAPHIC SERVICES			10.00
***** TOTALS: GROSS: 81.28 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 81.28 *****											
01-1129		UNIQUE PRODUCTS & SERVICE									
	INV	215950-1	2/08/11	3/10/11			N	MAINTENANCE SUPPLIES		185.85	
	DISB		2/16/11					PO: 12650		185.85	
							01 -60-6560	MAINTENANCE SUPPLIES			185.85
***** TOTALS: GROSS: 185.85 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 185.85 *****											
01-1071		US AUTOMATION									
	INV	2020	1/14/11	2/13/11			N	METER STN SUPPLIES		27.00	
	DISB		2/23/11					PO: 12477		27.00	
							01 -60-6633	METER STN SUPPLIES			27.00
	INV	2026	2/11/11	3/13/11			N	MAINTENANCE SUPPLIES		1,664.06	
	DISB		2/23/11					PO: 12649		1,664.06	
							01 -60-6560	MAINTENANCE SUPPLIES			1,664.06
***** TOTALS: GROSS: 1,691.06 PAYMENTS: 0.00 DISCS: 0.00 ADJS: 0.00 BAL: 1,691.06 *****											
01-1746		WALL STREET JOURNAL									
	INV	201103083001	3/08/11	3/08/11			N	WS JOURNAL YLY SUBSCRIPTION		207.48	

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
D E T A I L

VENDOR	TYPE	---ID---	ITEM DT/	DUE DT/	PAY DT/	1099	DESCRIPTION	GROSS/	-DISTRIBUTION-				
	BANK		POST DT	DISC DT	CHECK#			BALANCE					

01-1746	WALL STREET JOURNAL		** CONTINUED **										
	DISB		3/08/11				PO:	207.48					
						01 -60-6522	WS JOURNAL YLY SUBSCRIPTION		207.48				
=====													
TOTALS:	GROSS:		207.48	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	207.48	=====
01-1062	WASTE MANAGEMENT												
	INV	2319369-2008-2	3/01/11	3/11/11		N	REFUSE DISPOSAL - MARCH 2011	516.09					
	DISB		3/01/11				PO:	516.09					
						01 -60-6290	REFUSE DISPOSAL - MARCH 2011		516.09				
=====													
TOTALS:	GROSS:		516.09	PAYMENTS:		0.00	DISCS:	0.00	ADJS:	0.00	BAL:	516.09	=====

ACCOUNTS PAYABLE
OPEN ITEM REPORT
DETAIL

TOTALS

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	5,327,924.36	0.00	5,327,924.36
** TOTALS **	5,327,924.36	0.00	5,327,924.36

DATE: March 10, 2011

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	Finance
ITEM	An Ordinance Transferring Appropriations Within Certain Funds for the Fiscal Year Commencing May 1, 2010 and Ending April 30, 2011 Ordinance No. O-3-11	APPROVAL 	
<p>Section 3 of the Illinois Municipal Budget Law (50 ILCS 330/3), as amended, authorizes transfers between the various line items within any fund. Staff has determined that it is necessary to make certain transfers among line items within certain funds. This Ordinance allows for those transfers.</p> <p>Additional amounts not contemplated during the budget process have been added as follows in order that no appropriation was more than 80% expended as of February 28, 2011. Transfers consist of:</p> <p>01-60-6110 Salaries of Commission Personnel: decreased by \$34,000 due to employment of contract labor to cover vacancies in the regular Commission staff. (See 01-60-6290 below.)</p> <p>01-60-6121 Cost of Pension Program: Decreased by \$389,300 to balance appropriation transfer as contingency account is depleted. These funds are available because it was not advantageous to the Commission to make a planned \$1.1 million additional pension contribution in December 2010.</p> <p>01-60-6133 Staff Professional Development Expenses: Increased by \$1,000 for attendance at professional organization conference.</p> <p>01-60-6258 Legal Notice Publication Expense: Increased by \$1,300 to adjust to 80% of appropriation.</p> <p>01-60-6290 Contractual Services: increased by \$34,000 to cover vacancies in the regular Commission staff (adjusts to 80% of appropriation).</p> <p>01-60-6415 Cost of Worker's Compensation Insurance: Increased by \$3,000 to adjust to 80% of appropriation.</p> <p>01-60-6612 Electric Utility Expense increased by \$384,000 to adjust to 80% of appropriation.</p>			
MOTION: To adopt Ordinance No. O-3-11			

DuPAGE WATER COMMISSION

ORDINANCE NO. O-3-11

AN ORDINANCE TRANSFERRING
APPROPRIATIONS WITHIN CERTAIN FUNDS
FOR THE FISCAL YEAR COMMENCING
MAY 1, 2010 AND ENDING APRIL 30, 2011

WHEREAS, on the 14th day of July, 2010, the Board of Commissioners of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois adopted Ordinance No. O-10-10 being an Annual Budget and Appropriation Ordinance for the Fiscal Year Commencing May 1, 2010 and Ending April 30, 2011; and

WHEREAS, on the 12th day of August, 2010, the Board of Commissioners of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois adopted Ordinance No. O-11-10 transferring appropriations between line items within the various funds in said Annual Budget and Appropriation Ordinance; and

WHEREAS, on the 14th day of October, 2010, the Board of Commissioners of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois adopted Ordinance No. O-12-10 further transferring appropriations between line items within the various funds in said Annual Budget and Appropriation Ordinance; and

WHEREAS, on the 9th day of December, 2010, the Board of Commissioners of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois adopted Ordinance No. O-13-10 further transferring appropriations between line items within the various funds in said Annual Budget and Appropriation Ordinance; and

WHEREAS, on the 13th day of January, 2011, the Board of Commissioners of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois adopted Ordinance No. O-1-11 further transferring appropriations between line items within the

Ordinance No. O-3-11

various funds in said Annual Budget and Appropriation Ordinance; and

WHEREAS, on the 10th day of February, 2011, the Board of Commissioners of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois adopted Ordinance No. O-2-11 further transferring appropriations between line items within the various funds in said Annual Budget and Appropriation Ordinance; and

WHEREAS, it now appears that additional adjustments between appropriated line items within the various funds in said Ordinance are desirable and necessary; and

WHEREAS, Section 3 of the Illinois Municipal Budget Law (50 ILCS 330/3), as amended, authorizes transfers between the various line items within any fund in such Ordinance; and

WHEREAS, such transfers do not exceed in the aggregate 10% of the total amount appropriated in the fund within which they are made:

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois, as follows:

SECTION ONE: The sums of money hereinafter set forth are hereby transferred from the unexpended balance of the specified line items in the various funds of the Commission and are hereby added to the specified line items in the same fund all as set forth as follows:

DU PAGE WATER COMMISSION
 APPROPRIATION TRANSFER ORDINANCE
 MAY 1, 2010 TO APRIL 30, 2011

ACCT #	ACCOUNT TITLE	ACTUAL 02/28/11	BUDGET/ APPROPRIATION AMOUNT	TRANSFER INCREASE (DECREASE)	AMENDED APPROPRIATION AMOUNT
WATER FUND EXPENDITURES					
01-2350	GENERAL OBLIGATION BOND PRINCIPAL PAYMENTS	0.00	12,465,000		12,465,000
01-2340	REVENUE BOND PRINCIPAL PAYMENTS	0.00	10,565,000		10,565,000
01-2310	DEBT CERTIFICATE PRINCIPAL PAYMENTS	0.00	30,000,000		30,000,000
01-60-6000	CUSTOMER REBATES	0.00	0		0
01-60-6110	SALARIES OF COMMISSION PERSONNEL	2,027,150.71	2,763,402	(34,000)	2,729,402
01-60-6121	COST OF PENSION PROGRAM	215,924.78	1,350,400	(389,300)	961,100
01-60-6122	COST OF MEDICAL/LIFE INSURANCE BENEFITS	359,068.19	566,100		566,100
01-60-6123	COST OF FEDERAL PAYROLL TAXES	145,946.67	224,000		224,000
01-60-6128	STATE UNEMPLOYMENT TAX EXPENSE	673.15	4,600		4,600
01-60-6131	COST OF TRAVEL FOR MEETINGS & INSPECTIONS	6,728.62	8,900		8,900
01-60-6132	COST OF PERSONNEL TECHNICAL TRAINING	7,918.00	10,400		10,400
01-60-6133	STAFF PROFESSIONAL DEVELOPMENT EXPENSES	1,392.50	1,800	1,000	2,800
01-60-6191	PERSONNEL RECRUITING EXPENSES	9,158.00	32,600		32,600
01-60-6210	WATER CONSERVATION	23,948.31	50,000		50,000
01-60-6232	COST OF BOND ISSUE ADVISORY SERVICES	5,000.00	6,250		6,250
01-60-6233	COST OF TRUST SERVICES	21,569.82	34,100		34,100
01-60-6239	ARBITRAGE REBATE CALCULATION SERVICES EXPENSES	0.00	0		0
01-60-6251	COST OF GENERAL COUNSEL SERVICES	7,875.30	60,000		60,000
01-60-6252	COST OF BOND COUNSEL SERVICES	19,500.00	27,000		27,000
01-60-6253	COST OF SPECIAL COUNSEL SERVICES	24,619.61	80,000		80,000
01-60-6258	LEGAL NOTICE PUBLICATION EXPENSES	6,072.00	6,300	1,300	7,600
01-60-6259	OTHER LEGAL SERVICES	0.00	0		0
01-60-6260	COST OF AUDIT SERVICES	89,200.00	90,000		90,000
01-60-6280	CONSULTING SERVICES	23,943.35	111,000		111,000
01-60-6290	CONTRACTUAL SERVICES	338,161.35	389,250	34,000	423,250
01-60-6411	COST OF GENERAL LIABILITY INSURANCE	91,132.86	136,044		136,044
01-60-6412	COST OF PUBLIC OFFICIAL'S LIABILITY INSURANCE	10,236.22	94,000		94,000
01-60-6413	COST OF TEMPORARY CONSTRUCTION BONDS	0.00	723		723
01-60-6414	COST OF ENGINEER'S LIABILITY INSURANCE	0.00	0		0
01-60-6415	COST OF WORKER'S COMPENSATION INSURANCE	90,318.00	110,000	3,000	113,000
01-60-6416	COST OF UMBRELLA LIABILITY INSURANCE COVERAGE	35,805.70	70,000		70,000
01-60-6417	COST OF ALL RISK-BUILDER'S INSURANCE	0.00	0		0
01-60-6421	COST OF PROPERTY INSURANCE	260,424.83	362,000		362,000
01-60-6422	COST OF AUTOMOBILE INSURANCE	12,932.66	18,000		18,000
01-60-6491	COST OF SELF INSURED CLAIMS	0.00	50,000		50,000
01-60-6510	BUILDING ELECTRIC COSTS	0.00	0		0
01-60-6512	GENERATOR DIESEL FUEL	52,236.39	319,000		319,000
01-60-6513	GAS UTILITY EXPENSES	23,927.51	32,025		32,025
01-60-6514	COMMUNICATION SYSTEMS	49,745.13	66,098		66,098
01-60-6520	ADMINISTRATIVE SUPPLIES	0.00	0		0
01-60-6521	OFFICE SUPPLIES	15,040.13	21,500		21,500
01-60-6522	PURCHASE OF BOOKS & PUBLICATIONS	4,701.26	9,673		9,673
01-60-6531	PRINTING EXPENSES	1,816.09	10,000		10,000
01-60-6532	POSTAGE & DELIVERY	12,900.12	19,200		19,200
01-60-6540	PROFESSIONAL DUES	3,002.00	14,030		14,030
01-60-6550	COST OF REPAIRS AND MAINT. OF OFFICE EQUIPMENT	8,301.50	17,952		17,952
01-60-6560	REPAIRS AND MAINTENANCE OF BUILDINGS	94,293.59	188,240		188,240
01-60-6580	COMPUTER SOFTWARE	2,177.31	58,000		58,000
01-60-6590	SOFTWARE MAINTENANCE	53,666.93	67,795		67,795
01-60-6591	OTHER ADMINISTRATIVE EXPENSES	6,560.60	10,200		10,200

DU PAGE WATER COMMISSION
 APPROPRIATION TRANSFER ORDINANCE
 MAY 1, 2010 TO APRIL 30, 2011

ACCT #	ACCOUNT TITLE	ACTUAL 02/28/11	BUDGET/ APPROPRIATION AMOUNT	TRANSFER INCREASE (DECREASE)	AMENDED APPROPRIATION AMOUNT
01-60-6611	COST OF WATER PURCHASES	50,356,480.78	63,845,230		63,845,230
01-60-6612	ELECTRIC UTILITY EXPENSES	2,991,299.51	3,355,320	384,000	3,739,320
01-60-6613	PURCHASE OF WATER CHEMICALS	7,933.72	18,000		18,000
01-60-6614	COST OF WATER TESTING	5,156.85	6,500		6,500
01-60-6620	PUMP STATION OPERATIONS	88,518.23	304,750		304,750
01-60-6630	COST OF REPAIRS AND MAINTENANCE OF PIPELINES	691,652.77	916,850		916,850
01-60-6640	COST OF REPAIRS AND MAINT. OF VEHICLES & EQUIPMENT	48,423.53	95,078		95,078
01-60-6721	GENERAL OBLIGATION BOND INTEREST PAYMENTS	619,487.71	620,543		620,543
01-60-6722	REVENUE BOND INTEREST PAYMENTS	3,623,171.24	4,348,294		4,348,294
01-60-6723	DEBT CERTIFICATE INTEREST PAYMENTS	1,207,570.49	1,749,300		1,749,300
01-60-6800	LAND AND RIGHT-OF-WAY ACQUISITION COSTS	5,109.81	21,350		21,350
01-60-6850	COST OF FURNITURE & EQUIPMENT PURCHASES	31,765.44	83,680		83,680
01-60-6860	COST OF MOTOR VEHICLES PURCHASES	90,943.00	125,300		125,300
01-60-6920	WATER MAIN DEPRECIATION	3,789,974.68	5,012,708		5,012,708
01-60-6930	WATER BUILDING DEPRECIATION	1,729,184.67	2,245,920		2,245,920
01-60-6952	EQUIPMENT DEPRECIATION	34,103.17	110,000		110,000
01-60-6956	PUMPING EQUIPMENT DEPRECIATION	146,587.80	197,419		197,419
01-60-6960	VEHICLE DEPRECIATION	33,785.89	83,109		83,109
01-60-7110	CONSTRUCTION OF WATER METERING STATIONS	328,850.12	566,200		566,200
01-60-7210	CONSTRUCTION OF DU PAGE PUMPING STATION	2,344,595.85	3,089,933		3,089,933
01-60-7410	CONSTRUCTION OF WATER SYSTEM STORAGE	0.00	15,000		15,000
01-60-7510	CONSTRUCTION OF WATER TRANSMISSION MAINS	0.00	0		0
01-60-7610	CONSTRUCTION OF WATER FEEDER MAINS	0.00	0		0
01-60-7610	CONSTRUCTION OF STANDPIPE IMPROVEMENTS	0.00	0		0
01-60-7919	SYSTEM DISINFECTION AND START UP EXPENSES	0.00	0		0
01-60-7910	COST OF CONSTRUCTION ENGINEERING	0.00	0		0
01-60-7920	COST OF CONSTRUCTION PROFESSIONAL SERVICES	0.00	0		0
01-60-7920	COST OF CONSTRUCTION LEGAL SERVICES	0.00	0		0
01-60-7940	COST OF CONSTRUCTION MATERIAL TESTING SERVICES	0.00	0		0
01-60-7970	COST OF CONSTRUCTION RIGHTS-OF-WAY AND EASEMENTS	0.00	0		0
01-60-7980	COST OF CAPITALIZED FIXED ASSETS	(2,673,445.97)	0		0
01-60-7990	CONTINGENCY	0.00	0		0
01-60-8200	CONSTRUCTION OF CHICAGO PUMPING STATION	6,672,561.37	8,509,385		8,509,385
TOTAL WATER FUND EXPENDITURES		76,336,779.85	155,840,451	0	155,840,451
ORDINANCE O-3-11			% TRANSFERRED	0.27%	
ORDINANCE O-11-10, O-12-10, O-13-10, O-1-11 & O-2-11			% TRANSFERRED	3.35%	
TOTAL			% TRANSFERRED	3.62%	

Ordinance No. O-3-11

SECTION TWO: These transfers shall be in full force and effect from and after adoption of this Ordinance.

SECTION THREE: This Ordinance shall be available for public inspection at the office of the DuPage Water Commission.

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of _____, 2011

Chairman

ATTEST:

Clerk

Board/Ordinances/O-3-11.doc

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Majority Vote	ORIGINATING DEPARTMENT	Operations
ITEM	A Resolution Awarding a Contract for Landscape Conversion Services Resolution No. R-13-11	APPROVAL	

Account Number: 01-60-6290

The Commission solicited sealed proposals for landscape conversion services at the DuPage Pumping Station by direct invitation, as well as by posting notice on the Commission's internet website beginning on February 7, 2011 and ending on February 21, 2011, and by notice published in the *Chicago Tribune* on February 7, 2011. Sealed bids were received until 1:00 p.m., local time, February 21, 2011, at which time all bids were publicly opened and read aloud.

Of the twenty five (25) landscaping companies that requested copies of the RFP document, four (4) proposals were received. Of the four (4) proposals received (see tabulation below), the proposal of Encap, Inc. was the most favorable to the interests of the Commission.

ENCAP, Inc.	\$48,480.89
Bedrock Earthscapes, LLC	\$48,810.35
Olive Grove Landscaping, Inc.	\$71,340.62
Ground Pros Inc.	\$82,231.71

The landscape conversion services project involves converting approximately 7.6 acres of turf located behind the DuPage Pumping Station to native plantings and no-mow turf. In addition, the installing contractor will be responsible for establishment monitoring and native planting maintenance (stewardship) for a three-year period. Converting to native plantings and no-mow turf will result in the significant reduction of periodic landscape maintenance costs for the 7.6 acre area. The native plant areas will also contribute a variety of environmental benefits, including the reduction of pollutants associated with regular mowing, the reduction of site water run-off, improved bio-diversity and enhanced air quality.

To assure a successful conversion, however, the landscape conversion services project must be started in early spring. Because no funds were allotted to the project in the Management Budget for Fiscal Year 2010-2011 but, rather, are proposed to be budgeted in the Tentative Draft Management Budget for Fiscal Year 2011-2012, Board approval of the contract is required.

Resolution No. R-13-11 would award the Contract for Landscape Conversion Services to ENCAP, Inc. for the unit prices set forth in its contract/proposal, initially amounting to \$48,480.89.

MOTION: To adopt Resolution No. R-13-11.

DuPAGE WATER COMMISSION

RESOLUTION NO. R-13-11

A RESOLUTION AWARDED A
CONTRACT FOR LANDSCAPE CONVERSION SERVICES

WHEREAS, sealed proposals for the Landscape Conversion Services Contract were received on February 21, 2011; and

WHEREAS, the DuPage Water Commission has reviewed the proposals received and determined that the proposal of ENCAP, Inc. was the most favorable to the interests 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 as findings of the DuPage Water Commission.

SECTION TWO: The DuPage Water Commission hereby awards the Landscape Conversion Services Contract to ENCAP, Inc. for the unit prices set forth in its Contract/Proposal, initially amounting to \$48,480.89, conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the Acting General Manager of the Commission in accordance with the Request for Proposals document that is acceptable to the DuPage Water Commission.

Resolution No. R-13-11

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

AYES:

NAYS:

ABSENT:

ADOPTED THIS ____ DAY OF _____, 2011.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-13-11.docx

DATE: March 10, 2011

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote Majority Vote	ORIGINATING DEPARTMENT	Operations
ITEM	A Resolution Approving, Ratifying, and Accepting a New Pricing Schedule to the Electricity Sales Agreement with Exelon Energy Company Resolution No. R-14-11	APPROVAL	
Account Number: 01-60-6612			
<p>In late 2007, the Commission went through a detailed and extensive proposal process in the selection of its current power supplier, Exelon Energy Company. Pursuant to Resolution No. R-70-07, as amended by Resolution No. R-14-08, the General Manager was authorized to enter into a pre-approved agreement with Exelon so long as (a) the energy price component of the total electric cost did not exceed 7.20 cents per kWh and (b) the length of service did not exceed March 2011. This pre-approval and grant of discretionary authority was designed to enable staff to move quickly within the electric marketplace to obtain the lowest market supply price, taking into account seasonally differentiated prices and/or on and off peak daily prices, as market conditions change. In accordance with that authority, the General Manager entered in the pre-approved Exelon Electricity Sales Agreement, with specific pricing terms and length of service established by entering into Pricing Schedules as needed from time to time.</p> <p>The term of the Commission's current Pricing Schedule expires/expired at the March 2011 meter reading, and, because staff was still negotiating the terms of an agreement with a potentially new service provider, an extension through the April 2011 meter reading was executed to provide additional negotiating time. The Board was advised that this extension was in process at the February 24th special meeting.</p> <p>Resolution No. R-14-11 would suspend the purchasing procedures of the Commission's By-Laws and approve and ratify the execution of a new Pricing Schedule to the Electricity Sales Agreement with Exelon Energy Company.</p>			
MOTION: To adopt Resolution No. R-14-11.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-14-11

**A RESOLUTION APPROVING, RATIFYING, AND ACCEPTING
A NEW PRICING SCHEDULE TO THE ELECTRICITY SALES
AGREEMENT WITH EXELON ENERGY COMPANY**

WHEREAS, pursuant to Resolution No. R-70-07, as amended by Resolution No. R-14-08, the Commission entered into an Electricity Sales Agreement with Exelon Energy Company, with specific pricing terms and length of service established by entering into Pricing Schedules as needed from time to time; and

WHEREAS, the term of the Commission's current Pricing Schedule expires/expired at the March 2011 meter reading, and, because staff was still negotiating the terms of an agreement with a potentially new service provider, an extension through the April 2011 meter reading was executed to provide additional negotiating time;

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 new Pricing Schedule to the Electricity Sales Agreement between the DuPage Water Commission and Exelon Energy Company in the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, and all things provided for therein, shall be and they hereby are accepted by the Commission without further act; the Board of Commissioners of the DuPage Water

Resolution No. R-14-11

Commission hereby ratifying, affirming, confirming, approving, and accepting all actions of the Acting General Manager related thereto.

SECTION THREE: This Resolution shall be in full force and effect from and after its adoption by a vote of two-thirds of the Commissioners present or the concurrence of a majority of the appointed Commissioners, whichever is greater; the Board of Commissioners of the DuPage Water Commission hereby suspending the purchasing procedures contained in Article VIII of the Commission's By-Laws.

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2011.

ATTEST:

Chairman

Clerk

Board/Resolutions/R-14-11.docx

Exhibit 1

TRANSACTION CONFIRMATION - FULL REQUIREMENTS ELECTRIC - ATC

Customer Name: DUPAGE WATER COMMISSION
Facility Account Number: 2937170004

This Transaction Confirmation is part of and incorporates the terms and conditions of the Master Electricity Sales Agreement ("Master Agreement") between the Customer ("Customer") and Exelon Energy Company ("Exelon Energy"). The Master Agreement together with this and all TCs shall form a single, integrated agreement among the Parties. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Master Agreement.

PURCHASE AND SALE OBLIGATIONS. Exelon Energy agrees to provide and sell, and Customer agrees to receive and purchase from Exelon Energy, one hundred percent (100%) of Customer's retail energy usage for the Pricing Periods associated with the Facility Account Numbers (each referred to as a "FAN") set forth above. Accordingly, for each FAN, Customer will be obligated to pay to Exelon Energy the Energy Charge, RTO Charge, Energy Line Loss Charge, and Taxes.

TERM OF PURCHASE AND SALE OBLIGATIONS. Provision of the products and services hereunder with respect to the FAN set forth above shall begin with the FAN's March, 2011 meter reading, on or about March 04, 2011 (Beginning Meter Reading) and continue through the FAN's April, 2011 meter reading, on or about April 04, 2011 (Ending Meter Reading).

DEFINITIONS. All capitalized terms used but not defined in this Transaction Confirmation shall have the meaning ascribed to them in the Agreement.

"Actual Usage" means the energy usage associated with a FAN, at the meter and as determined by the EDC.

"Beginning Meter Reading" means the first meter reading date for a FAN.

"Billing Period" shall mean the period of time between successive EDC meter readings.

"Ending Meter Reading" means the last meter reading date for a FAN.

"EPT" shall mean eastern prevailing time.

"Energy Charge" shall be the sum of the Hourly Energy Charges for the applicable Billing Period.

"Energy Line Loss Charge" shall be the product of the Energy Charges as provided for in this TC and the Line Loss Percentage for the applicable Billing Period.

"Hourly Energy Charge" shall mean the product of the Actual Usage in that hour and the applicable Energy Price as set forth below.

"Line Loss Percentage" shall mean the EDC determined transmission and distribution loss factor for the FAN minus any applicable RTO determined EDC loss de-rating factor.

"Pricing Period" shall mean the period from the Beginning Meter Reading through the Ending Meter Reading.

"RTO" shall mean the FERC-regulated regional transmission operator or independent system operator in which the Customer's EDC is located.

"RTO Charge" shall be the charge for RTO Products and Services.



Energy®

"RTO Products and Services" means the portion, associated with the provision of retail electricity to the Customer, of the wholesale products and services that the RTO or the EDC requires Exelon Energy to procure to serve all of Exelon Energy's retail customers.

BILL FORMAT. Exelon Energy Single Bill Billing. Such invoice will include: Energy Charges, RTO Charges, Energy Line Loss Charges, EDC Charges, and Taxes as specified in the Master Agreement and herein. Notwithstanding Customer's election to receive a single invoice Exelon Energy may switch Customer to an invoice which shall not include the EDC Charge if Customer owes any amounts to the EDC prior to the commencement of service by Exelon Energy to Customer under this TC or failure to perform any covenant or obligation set forth in the Master Agreement and any related TC(s).

PAYMENT. Customer will pay Exelon Energy's bill within 20 days from its date of issue.

NOTICES.

EXELON ENERGY COMPANY NOTICES AND CORRESPONDENCE, PARCEL DELIVERIES:	CUSTOMER NOTICES AND CORRESPONDENCE, PARCEL DELIVERIES:
Exelon Energy Company Attn: Contract Administrator 300 Exelon Way Kennett Square, PA 19348 With a copy to: Exelon Business Services Company Attn: Legal Department 300 Exelon Way Kennett Square, PA 19348	DUPAGE WATER COMMISSION 600 East Butterfield Road, Elmhurst, IL 60126-464
BILLINGS AND STATEMENTS(IF DIFFERENT):	BILLINGS AND STATEMENTS(IF DIFFERENT):
(as indicated on invoice)	DUPAGE WATER COMMISSION 600 East Butterfield Road, Elmhurst, IL 60126-464

ENERGY CHARGE. Customer shall pay Exelon Energy the Energy Charge as defined above. The following Fixed Energy Price shall be used to determine the Energy Charge.

\$ 0.03532 per kWh

RTO CHARGE. Customer shall pay Exelon Energy the RTO Charge which shall include, without limitation, the sum of the Capacity Charge, Network Transmission Service Charge, Ancillary Service Charge, and Auction Revenue Rights Charge (collectively, the "RTO Charge") for the applicable Billing Period for the relevant FAN.

TRANSACTION CONFIRMATION - FULL REQUIREMENTS ELECTRIC - ATC

CAPACITY CHARGE. The Capacity Charge for a FAN for a Billing Period shall be the sum of the results of the following calculation done for each day in the Billing Period:

Capacity Charge = A x B x C x D, where:

A = the Peak Load Contribution ("PLC") in MW associated with the FAN as determined by the EDC in which the FAN is located

B = the PJM Final Zonal Scaling Factor determined by PJM for the EDC load zone in which the FAN is located and applicable to the day

C = the PJM Forecast Pool Requirement ("FPR") determined by PJM and applicable to the day

D = a price in \$/MW-day equal to the sum of x and y, where x is the Net Load Price determined by PJM for the EDC load zone in which the FAN is located, and y is a charge or credit associated with adjustments made by PJM as reflected on Exelon Energy's PJM bill to the above PJM-determined capacity-related billing determinants or other capacity-related items, appearing on the same Exelon Energy PJM bill referenced above, that PJM incorporates into its calculations of billing determinants applicable to capacity charges to load-serving entities, which charge or credit will be calculated by dividing: (i) the total net amount of dollars associated with such adjustments allocable to the EDC in which the FAN is located for the month in which the day occurs, by (ii) the sum of the product of the values for the variables A, B, and C, as defined above, for all of the FANs of Exelon Energy's customers located in the EDC the charges for which appear on the same Exelon Energy PJM bill referenced above, for such day.

Upon request, Exelon Energy will provide to customer, within a reasonable amount of time, a list of the items that are

NETWORK TRANSMISSION SERVICE CHARGE. The Network Transmission Service Charge for a FAN for a Billing Period shall be the sum of the results of the following calculation done for each day in the Billing Period:

Network Transmission Charge = A x B, where:

A = The Network Service Peak Load ("NSPL") in MW associated with the FAN as determined by the EDC

B = A rate in \$/MW-day, the numerator of which will be the sum of the Network Transmission Service related credits, charges or adjustments as reflected on Exelon Energy's PJM bill associated with Exelon Energy's customers located in the EDC, and the denominator of which will be the sum of all of the NSPLs for the day for all of Exelon Energy's FANs located in the EDC the charges for which appear on the same Exelon Energy PJM bill referenced above for such day.

Upon request, Exelon Energy will provide to customer, within a reasonable amount of time, a list of the items that are reflected in the calculation of the variable B above.

TRANSACTION CONFIRMATION - FULL REQUIREMENTS ELECTRIC - ATC

ANCILLARY SERVICES CHARGE. The Ancillary Services Charge for a FAN for a Billing Period shall be the result of the following calculation done for the Billing Period:

Ancillary Services Charge = A x B, where:

A = Customer's Actual Usage in kWh associated with the FAN as determined by the EDC

B = A rate in \$/kWh, the numerator of which will be the sum of Exelon Energy's total ancillary services related credits, charges and adjustments as reflected on Exelon Energy's PJM bill associated with Exelon Energy's customers located in the EDC, and the denominator of which will be the sum of all the actual usage for all of Exelon Energy's FANs located in the EDC the charges for which appear on the same Exelon Energy PJM bill referenced above for such day.

Upon request, Exelon Energy will provide to customer, within a reasonable amount of time, a list of the items that are reflected in the calculation of the variable B above.

AUCTION REVENUE RIGHTS CHARGE. The Auction Revenue Rights Charge for a FAN for a Billing Period shall be the sum of the results of the following calculation done for each day in the Billing Period:

Auction Revenue Rights Charge = A x B, where:

A = The Network Service Peak Load ("NSPL") in MW associated with the FAN as determined by the EDC

B = A rate in \$/MW-day, the numerator of which will be the sum of Exelon Energy's total Auction Revenue Rights related credits, charges or adjustments as reflected on Exelon Energy's PJM bill associated with Exelon Energy's customers located in the EDC, and the denominator of which will be the sum of all the NSPLs for the day for all of Exelon Energy's FANs located in the EDC the charges for which appear on the same Exelon Energy PJM bill referenced above for such day.

Upon request, Exelon Energy will provide to customer, within a reasonable amount of time, a list of the items that are reflected in the calculation of the variable B above.

ENERGY LINE LOSS CHARGE. Customer shall pay Exelon Energy for energy losses associated with transmission and distribution losses incurred by Exelon Energy in connection with the supply of electricity to Customer in accordance with this Transaction Confirmation. Exelon Energy's charge for such line losses for the relevant Billing Period and Facility Account Number shall be the product of: (i) the Energy Charges, and (ii) the line loss percentage imposed by the relevant LDC tariff and/or RTO, as applicable.



TRANSACTION CONFIRMATION - FULL REQUIREMENTS ELECTRIC - ATC

MISCELLANEOUS. Any alleged conflict or inconsistency between the terms and conditions of this Transaction Confirmation and any of the terms and conditions of the Master Agreement shall be resolved in favor of the terms and conditions of this Transaction Confirmation. Fax copies of executed original copies of this Transaction Confirmation shall be sufficient and admissible evidence of the content and existence of the agreements set forth herein to the same extent as the executed original (or originals if executed in counterparts).

The parties have caused this Transaction Confirmation to be duly executed as of the date first above written.

SELLER: EXELON ENERGY COMPANY

CUSTOMER: DUPAGE WATER COMMISSION

By: _____

By: Terry McChes

Print Name: _____

Print Name: Terry McChes

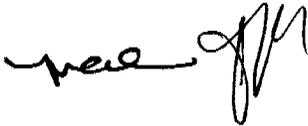
Title: _____

Title: Acting General Manager

Date: _____

Date: 3-2-11

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote Majority Vote	ORIGINATING DEPARTMENT	Operations
ITEM	<p>A Resolution Approving and Authorizing the Execution of a New Master Electricity Sales Agreement and Pricing Schedule with Exelon Energy Company</p> <p>Resolution No. R-15-11</p>	<p>APPROVAL</p> 	
<p>Account Number: 01-60-6612.01</p> <p>In late 2007, the Commission went through a detailed and extensive proposal process in the selection of its current power supplier, Exelon Energy Company. Pursuant to Resolution No. R-70-07, as amended by Resolution No. R-14-08, the General Manager was authorized to enter into a pre-approved agreement with Exelon so long as (a) the energy price component of the total electric cost did not exceed 7.20 cents per kWh and (b) the length of service did not exceed March 2011. This pre-approval and grant of discretionary authority was designed to enable staff to move quickly within the electric marketplace to obtain the lowest market supply price, taking into account seasonally differentiated prices and/or on and off peak daily prices, as market conditions change. In accordance with that authority, the General Manager entered in the pre-approved Exelon Electricity Sales Agreement, with specific pricing terms and length of service established by entering into Pricing Schedules as needed from time to time.</p> <p>After several years of obtaining the Commission's power supply from Exelon Energy, the Commission's Illinois electric market consultant, SPI Energy Group (SPI), solicited proposals from a broad group of market suppliers. After a detailed evaluation of the five responses received in October 2010, SPI believed that Constellation New Energy could provide the best pricing options for the Commission. However, as staff has been attempting to negotiate acceptable contract terms with Constellation New Energy, Exelon has begun to submit lower rate quotations than Constellation New Energy.</p> <p>The term of the Commission's current Pricing Schedule with Exelon expires at the April 2011 meter reading, and negotiations with Constellation NewEnergy appear to be at an impasse. As a result, and even though the Board adopted Resolution No. R-12-11 which conditionally authorized the Acting General Manager to execute a new agreement with Constellation New Energy so long as (a) it contained terms acceptable to the Acting General Manager, (b) the energy price component of the total electric cost did not exceed 5.70 cents per kWh, and (c) the length of service did not exceed 12 months, staff would like to obtain similar authority to execute a new Electricity Sales Agreement and Pricing Schedule with Exelon in order to provide the Acting General Manager with discretionary authority to lock in pricing and length of service with either Constellation NewEnergy or Exelon depending up pricing and terms of service at the time of execution.</p> <p>Resolution No. R-15-11 would suspend the purchasing procedures of the Commission's By-Laws and conditionally approve and authorize the execution of a new Master Electricity Sales Agreement and Pricing Schedule with Exelon Energy Company.</p> <p>MOTION: To adopt Resolution No. R-15-11.</p>			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-15-11

A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF A MASTER NEW ELECTRICITY SALES AGREEMENT
AND PRICING SCHEDULE WITH EXELON ENERGY COMPANY

WHEREAS, pursuant to Resolution No. R-70-07, as amended by Resolution No. R-14-08, the Commission entered into a Fixed Price Electricity Sales Agreement with Exelon Energy Company, with specific pricing terms and length of service established by entering into Pricing Schedules as needed from time to time; and

WHEREAS, in October 2010, the Commission solicited new proposals from a broad group of market suppliers and, based upon the recommendations of the Commission's Illinois electric market consultant, SPI Energy Group (SPI), the Commission has determined that, of the five suppliers that submitted proposals, Constellation NewEnergy, Inc. and Exelon Energy Company are currently best able to meet the Commission's electric supply needs; and

WHEREAS, pursuant to Resolution No. R-12-11, adopted on February 24, 2011, the Acting General Manager was conditionally authorized to execute a new agreement with Constellation New Energy, Inc. so long as (a) it contained terms acceptable to the Acting General Manager, (b) the energy price component of the total electric cost did not exceed 5.70 cents per kWh, and (c) the length of service did not exceed 12 months; and

WHEREAS, negotiations with Constellation NewEnergy, Inc. appear to be at an impasse even though the term of the Commission's current Pricing Schedule with Exelon Energy Company was extended through the April 2011 meter reading to provide additional negotiating time; and

WHEREAS, it is in the best interests of the Commission to provide the Acting General Manager with discretionary authority to lock in pricing and length of service with either one of Constellation NewEnergy, Inc. or Exelon Energy Company depending up pricing and terms of service at the time of execution;

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 Sales Agreement between the DuPage Water Commission and Exelon Energy Company, 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 Acting General Manager, shall be and it hereby is approved.

SECTION THREE: The Acting General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute the Master Electricity Sales Agreement between the DuPage Water Commission and Exelon Energy Company, in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the Acting General Manager. Upon execution by the Acting General Manager, the Master Electricity Sales Agreement between the DuPage Water Commission and Exelon Energy Company, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

SECTION FOUR: A new Pricing Schedule to the new Master Electricity Sales Agreement between the DuPage Water Commission and Exelon Energy Company, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 2 with such modifications as may be required or approved by the Acting General Manager, shall be and it hereby is approved; provided, however, that except as specifically approved by the Board of Commissioners of the DuPage Water Commission (a) the energy price component of the total electric cost shall not exceed 5.70 cents per kWh and (b) the length of service shall not exceed 12 months.

SECTION FIVE: The Acting General Manager of the DuPage Water Commission shall be and hereby is authorized and directed to execute the new Pricing Schedule to the new Master Electricity Sales Agreement between the DuPage Water Commission and Exelon Energy Company, in substantially the form attached hereto as Exhibit 2 with such modifications as may be required or approved by the Acting General Manager; provided, however, that except as specifically approved by the Board of Commissioners of the DuPage Water Commission (a) the energy price component of the total electric cost shall not exceed 5.70 cents per kWh and (b) the length of service shall not exceed 12 months. Upon execution by the Acting General Manager, the new Pricing Schedule to the Master Electricity Sales Agreement between the DuPage Water Commission and Exelon Energy Company, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

SECTION SIX: In no event shall this Resolution or Resolution No. R-12-11 be construed to require the Acting General Manager to exercise his discretion to enter into any such new Electricity Sales Agreement.

Resolution No. R-15-11

SECTION SEVEN: This Resolution shall be in full force and effect from and after its adoption by a vote of two-thirds of the Commissioners present or the concurrence of a majority of the appointed Commissioners, whichever is greater; the Board of Commissioners of the DuPage Water Commission hereby suspending the purchasing procedures contained in Article VIII of the Commission's By-Laws.

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2011.

Chairman

ATTEST:

Clerk

Board/Resolutions/R-15-11.docx

Exhibit 1

This Master Electricity Sales Agreement ("Master Agreement") is entered into as of _____, _____, ("Effective Date") by and between ("Customer") and Exelon Energy Company ("EE") (EE and Customer each a "Party" and together the "Parties").

This Master Agreement sets forth the terms and conditions which shall be incorporated in any Transaction Confirmation ("TC") entered into by the Parties during the term of this Agreement. Any conflict between the terms and conditions of this Agreement and any Transaction Confirmation shall be resolved in favor of the Transaction Confirmation. The Master Agreement, together with any and all TCs, shall form a single, integrated agreement among the Parties (the "Agreement").

1. **EE and Customer Obligations.**

EE shall sell and Customer shall purchase and receive electricity and related products and services pursuant to the terms and conditions of this Agreement and any applicable TC.

2. **Term of Agreement.**

The term of this Agreement shall commence on the Effective Date and shall remain in effect, unless otherwise terminated as provided in this Agreement.

End of Term of TC. Upon the end of the term of a TC, unless Customer and EE have executed a new TC, EE shall remove Customer and its Facility Account Numbers ("FAN") from EE's service in accordance with the local Electric Distribution Company's ("EDC") tariff, rules and procedures. If for any reason the EDC does not accept the removal of Customer and its FAN(s) from EE's service or EE is otherwise unable to terminate its service with Customer at the end of the Term, Customer shall continue to purchase and receive the electricity delivered to Customer's FAN at the following price: the real time index for the relevant EDC zone plus Customer's allocated portion of any related RTO charge, energy line losses, Taxes, costs and administrative fees, until such time as the EDC accepts the removal of Customer and its FAN(s) from EE's service.

3. **Billing and Payment.**

Billing. After receiving Customer's Actual Usage for a Billing Period (each as defined in the applicable TC) from the EDC, or, if necessary, after the use of estimates as set forth below, EE shall deliver an invoice to Customer for each FAN EE then currently serves.

Payment. Customer shall pay EE in accordance with the Payment provisions of applicable TCs. Any amounts not paid by Customer when due shall be deemed delinquent and shall accrue interest at the lesser of (i) 1.5% per month and (ii) the maximum lawful interest rate (collectively, "Interest Rate"). If Customer disputes any amount charged and reflected on an invoice, Customer shall nonetheless pay the entire amount of the invoice when due. Upon resolution of a dispute, to the extent EE and Customer agree that Customer is entitled to a refund, EE shall pay the agreed amount to Customer. Customer shall be responsible for and shall pay all account balances owed by Customer to the EDC for billing periods prior to the commencement of service under a TC. Customer shall reimburse EE for all payments made by EE to the EDC on Customer's behalf.

Taxes. Customer shall pay all federal, state and local taxes imposed on or with respect to the purchase and receipt of electricity and related products and services, including any taxes enacted after the Effective Date (collectively, "Taxes"). In the event that Customer is exempt from any Taxes, Customer shall provide EE with an exemption certificate prior to the issue date of Customer's first invoice. Each Party shall indemnify, defend and hold harmless the other Party from and against any Taxes for which the indemnifying Party is responsible.

Use of Estimates. When there is a delay in receiving information from the EDC, Regional Transmission Organization ("RTO") and/or other third parties, EE will, to the extent necessary, estimate charges and credits for a Billing Period and reconcile such estimates against actual charges and credits in a future invoice(s).

4. **Adequate Assurance.**

If EE has reasonable grounds: (i) to believe that Customer's creditworthiness has become unsatisfactory; or (ii) for insecurity with respect to the Customer's performance under this Agreement, EE may demand, in writing, adequate assurance of future performance from the Customer in an amount equal to two (2) times the amount of the highest monthly Exelon Energy Supply Charges for each of Customer's accounts as reflected on invoices delivered by EE to Customer during the twelve months immediately preceding EE's demand ("Adequate Assurance Amount"). To satisfy a demand for adequate assurance, Customer shall provide the Adequate Assurance Amount by delivery to EE of a cash deposit, a standby letter of credit or guaranty, such letter of credit or guaranty in form and substance, and from an entity, reasonably satisfactory to EE. Such Adequate Assurance Amount must be delivered to EE within three (3) Business Days of the date of the written demand for the Adequate Assurance Amount. "Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

5. **Events of Default.**

The occurrence or continuation of any one or more of the following shall constitute an "Event of Default":

(a) The failure by Customer to make any payment in full when required under this Agreement and any applicable TC if such failure is not remedied within three (3) Business Days after written notice; (b) any representation or warranty made by a Party in this Agreement or applicable TC is false or misleading in any material respect when made or when deemed made or repeated; (c) the failure of a Party to perform any material covenant or obligation set forth in this Agreement and any applicable TC (except to the extent constituting a separate Event of Default) if such failure is not remedied within three (3) Business Days after written notice; (d) a Party (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its

debts as they become due; (e) a Party consolidates or merges into or transfers all or substantially all of its assets to another entity and the resulting transferee or surviving entity fails to assume all obligations of such Party under this Agreement and any applicable TC pursuant to an agreement reasonably satisfactory to the other Party; or (f) the failure of a Party to respond satisfactorily to a demand for Adequate Assurance as required in Section 4 of this Agreement.

6. Remedies.

Upon the occurrence of an Event of Default by a Party ("Defaulting Party"), the other Party ("Non-Defaulting Party") shall have the right to; (i) designate a date for the Agreement's and all applicable TC's early termination ("Early Termination Date"); (ii) withhold any payments due to the Defaulting Party; and/or (iii) suspend performance to the Defaulting Party. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Termination Payment as of the Early Termination Date. As soon as is reasonably practicable, the Non-Defaulting Party shall provide notice to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to or from the Non-Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of the Termination Payment. The Termination Payment shall be made by the Party that owes it within three (3) Business Days after such notice is effective. The Termination Payment shall be equal to the net of the Non-Defaulting Party's Gains, Losses and Costs and unpaid balances. "Costs" means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace this Agreement and all reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with the termination of this Agreement. "Gains" means, with respect to the Non-Defaulting Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of TCs under this Agreement, determined in a commercially reasonable manner. "Losses" means, with respect to the Non-Defaulting Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from the termination of TCs under this Agreement, determined in a commercially reasonable manner. If positive, the Defaulting Party will owe the Termination Payment to the Non-Defaulting Party. The Non-Defaulting Party will determine the Gains and Losses by calculating the amount that would be incurred or realized to replace or provide the economic equivalent of the remaining payments or deliveries in respect of any and all TCs under the Agreement. The Non-Defaulting Party may determine its Gains and Losses by reference to information either available to it internally or supplied by one or more third parties including, without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in relevant markets. The Non-Defaulting Party shall not be required to enter into a replacement transaction in order to determine or be entitled to a Termination Payment.

7. Limitation of Liability.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER EE NOR CUSTOMER SHALL BE LIABLE UNDER ANY CIRCUMSTANCE FOR SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, PUNITIVE DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISIONS FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER DAMAGES AT LAW OR IN EQUITY ARE WAIVED. EE HAS NO CONTROL OR LIABILITY FOR MATTERS WITHIN THE CONTROL OF THE LDC OR RTO-CONTROLLED GRID, WHICH INCLUDE MAINTENANCE OR OPERATION OF ELECTRIC LINES AND SYSTEMS, SERVICE INTERRUPTIONS, LOSS OR TERMINATION OF SERVICE, DETORIORATION OF ELECTRIC SERVICES, OR METER READINGS.

8. Assignment.

Neither Party shall assign this Agreement, or any TC under the Master Agreement, without the written consent of the other Party, which consent shall not be unreasonably withheld. Customer shall provide EE with not less than forty-five (45) days prior written notice of the effective date of any proposed assignment. Customer shall cooperate with EE in coordinating with the EDC to transfer service to permitted assignees.

9. Confidentiality.

The Parties shall not disclose any of the terms of this Agreement to any third-party (other than a Party's employees, attorneys and accountants or the employees, attorneys and accountants of a Party's affiliates who have a need to know the contents of this Agreement and who agree to keep such information confidential) except as necessary to comply with any applicable law, order, regulation or rule. In the event a Party is required to disclose any of the terms of this Agreement, that Party shall promptly notify the other Party of such request so that the other Party may seek an appropriate protective order or other relief. This confidentiality provision shall forever survive the termination of this Agreement.

10. Waiver of Jury Trial.

EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY TC.

11. Disclaimer of Warranties.

EE MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH RESPECT TO THE ELECTRICITY PURCHASED BY CUSTOMER UNDER THIS AGREEMENT, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED.

12. Mutual Representations.

Each Party represents to the other Party, as of the date of this Agreement that:

It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing.

It has the authority and power to execute, deliver and perform the Agreement.

The execution, delivery and performance of this Agreement have been duly authorized and do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets.

There is no pending or (to its knowledge) threatened litigation, arbitration or administrative proceeding that materially adversely affects its ability to perform under this Agreement.

This Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, subject to bankruptcy, reorganization, and similar laws affecting creditors' rights generally and to general principals of equity (regardless whether considered in a proceeding in equity or at law).

13. Notices.

Any notice, request or demand made pursuant to this Agreement shall be in writing and shall be delivered by regular mail, facsimile, or courier service to the other Party at the address set forth in the applicable TC. A Party may change its address for notices, requests and demands by providing a notice of same to the other Party in accordance herewith.

14. Change in Law.

EE may pass through or allocate, as the case may be, without markup, to Customer any increase or decrease in EE's costs related to the electricity sold to Customer that results from the implementation of new, or changes to existing, tariffs, laws, regulations, or other requirements or changes in administration or interpretation of tariffs, laws, regulations, or other requirements.

15. Miscellaneous.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, between the Parties relating to the subject matter hereof. This Agreement may be amended only by a writing agreed to and executed by both Parties. No failure to exercise and no delay in exercising by a Party of any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any right, remedy power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state in which the relevant FAN is located, without regard to such state's conflict of laws principles. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation or drafting hereof. Each Party authorizes the other Party to affix an ink or digital stamp of its signature to this Master Agreement and any TC, and agrees to be bound by a document executed in such a manner. This Master Agreement and any TC under it may be signed in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. Delivery of an executed counterpart of a signature page of this Master Agreement or any TC by facsimile or electronic mail transmission shall be effective as delivery of a manually executed counterpart of this Master Agreement or any TC. The headings used herein are for convenience and reference purposes only. The Parties acknowledge that this Master Agreement and any TC under it constitutes a "forward contract" as defined by the United States Bankruptcy Code. Should any provision of this Agreement be held to be invalid or unenforceable, such provision shall be invalid and unenforceable only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any other provision. Customer shall execute any and all agreements, documents and forms reasonably required by EE and Customer's EDC to enable the EDC to provide distribution services to Customer and to enable Customer to purchase electricity from EE.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

SELLER: EXELON ENERGY COMPANY

CUSTOMER:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Exhibit 2

Customer Name: DUPAGE WATER COMMISSION

Facility Account Number: 2937170004

This Transaction Confirmation is part of and incorporates the terms and conditions of the Master Electricity Sales Agreement ("Master Agreement") between the Customer ("Customer") and Exelon Energy Company ("Exelon Energy"). The Master Agreement together with this and all TCs shall form a single, integrated agreement among the Parties. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Master Agreement.

PURCHASE AND SALE OBLIGATIONS. Exelon Energy agrees to provide and sell, and Customer agrees to receive and purchase from Exelon Energy, one hundred percent (100%) of Customer's retail energy usage for the Pricing Periods associated with the Facility Account Numbers (each referred to as a "FAN") set forth above. Accordingly, for each FAN, Customer will be obligated to pay to Exelon Energy the Energy Charge, RTO Charge, Energy Line Loss Charge, and Taxes.

TERM OF PURCHASE AND SALE OBLIGATIONS. Provision of the products and services hereunder with respect to the FAN set forth above shall begin with the FAN's March, 2011 meter reading, on or about March 04, 2011 (Beginning Meter Reading) and continue through the FAN's April, 2011 meter reading, on or about April 04, 2011 (Ending Meter Reading).

DEFINITIONS. All capitalized terms used but not defined in this Transaction Confirmation shall have the meaning ascribed to them in the Agreement.

"Actual Usage" means the energy usage associated with a FAN, at the meter and as determined by the EDC.

"Beginning Meter Reading" means the first meter reading date for a FAN.

"Billing Period" shall mean the period of time between successive EDC meter readings.

"Ending Meter Reading" means the last meter reading date for a FAN.

"EPT" shall mean eastern prevailing time.

"Energy Charge" shall be the sum of the Hourly Energy Charges for the applicable Billing Period.

"Energy Line Loss Charge" shall be the product of the Energy Charges as provided for in this TC and the Line Loss Percentage for the applicable Billing Period.

"Hourly Energy Charge" shall mean the product of the Actual Usage in that hour and the applicable Energy Price as set forth below.

"Line Loss Percentage" shall mean the EDC determined transmission and distribution loss factor for the FAN minus any applicable RTO determined EDC loss de-rating factor.

"Pricing Period" shall mean the period from the Beginning Meter Reading through the Ending Meter Reading.

"RTO" shall mean the FERC-regulated regional transmission operator or independent system operator in which the Customer's EDC is located.

"RTO Charge" shall be the charge for RTO Products and Services.

TRANSACTION CONFIRMATION - FULL REQUIREMENTS ELECTRIC - ATC



"RTO Products and Services" means the portion, associated with the provision of retail electricity to the Customer, of the wholesale products and services that the RTO or the EDC requires Exelon Energy to procure to serve all of Exelon Energy's retail customers.

BILL FORMAT. Exelon Energy Single Bill Billing. Such invoice will include: Energy Charges, RTO Charges, Energy Line Loss Charges, EDC Charges, and Taxes as specified in the Master Agreement and herein. Notwithstanding Customer's election to receive a single invoice Exelon Energy may switch Customer to an invoice which shall not include the EDC Charge if Customer owes any amounts to the EDC prior to the commencement of service by Exelon Energy to Customer under this TC or failure to perform any covenant or obligation set forth in the Master Agreement and any related TC(s).

PAYMENT. Customer will pay Exelon Energy's bill within 20 days from its date of issue.

NOTICES.

EXELON ENERGY COMPANY NOTICES AND CORRESPONDENCE, PARCEL DELIVERIES:	CUSTOMER NOTICES AND CORRESPONDENCE, PARCEL DELIVERIES:
Exelon Energy Company Attn: Contract Administrator 300 Exelon Way Kennett Square, PA 19348 With a copy to: Exelon Business Services Company Attn: Legal Department 300 Exelon Way Kennett Square, PA 19348	DUPAGE WATER COMMISSION 600 East Butterfield Road, Elmhurst, IL 60126-464
BILLINGS AND STATEMENTS(IF DIFFERENT):	BILLINGS AND STATEMENTS(IF DIFFERENT):
(as indicated on invoice)	DUPAGE WATER COMMISSION 600 East Butterfield Road, Elmhurst, IL 60126-464

ENERGY CHARGE. Customer shall pay Exelon Energy the Energy Charge as defined above. The following Fixed Energy Price shall be used to determine the Energy Charge.

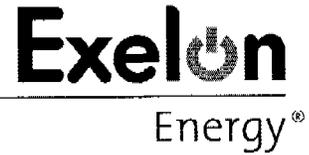
\$ 0.03493 per kWh

FIXED RTO CHARGE. Customer shall pay Exelon Energy the RTO Charge as defined above. The following Fixed RTO Price shall be used to determine the RTO Charge.

\$ 0.03365 per kWh

ENERGY LINE LOSS CHARGE. Customer shall pay Exelon Energy the Energy Line Loss Charge as defined above. The following Fixed Line Loss Percentage shall be used to determine the Energy Line Loss Charge.

2.949 %



MISCELLANEOUS. Any alleged conflict or inconsistency between the terms and conditions of this Transaction Confirmation and any of the terms and conditions of the Master Agreement shall be resolved in favor of the terms and conditions of this Transaction Confirmation. Fax copies of executed original copies of this Transaction Confirmation shall be sufficient and admissible evidence of the content and existence of the agreements set forth herein to the same extent as the executed original (or originals if executed in counterparts).

The parties have caused this Transaction Confirmation to be duly executed as of the date first above written.

SELLER: EXELON ENERGY COMPANY

CUSTOMER: DUPAGE WATER COMMISSION

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



DuPage Water Commission

MEMORANDUM

TO: Terry McGhee
Acting General Manager

FROM: Maureen A. Crowley
Staff Attorney

DATE: March 8, 2011

SUBJECT: January/February Services Invoice

I reviewed Laner Muchin Dombrow Becker Levin and Tominberg's March 1, 2011, invoice for services rendered during the period January 21, 2011, through February 20, 2011, and recommend it for approval. This invoice should be placed on the March 17, 2011, Commission meeting accounts payable.

January/February 2011
Laner Muchin

CATEGORY	FEES	HOURS BILLED	AVERAGE HOURLY RATE	ATTORNEYS & PARALEGALS EMPLOYED	MAJOR ACTIVITIES
Labor Relations	\$1,383.75	6.75	\$205.00	O'Brien (6.75@\$205/hr.)	Collective Bargaining and Personnel Matters