

GLENBARD WASTEWATER AUTHORITY  
Executive Oversight Committee  
Agenda

**June 11, 2020**

**8:00 a.m.**

**Zoom Link:** <https://us02web.zoom.us/j/89285940053>

*Glenbard Wastewater Authority Meeting Procedures Statement*

*On March 16, 2020, Governor Pritzker issued Executive Order No. 5 in response to COVID-19, which temporarily suspended certain requirements of the Open Meetings Act ILCS 120 allowing Executive Oversight Committee members to participate electronically in Executive Oversight Committee meetings.*

*Committee meetings.*

*The Public is welcome to observe and participate in all meetings of the Executive Oversight Committee. Meetings are able to be viewed using the link*

*<https://us02web.zoom.us/j/89285940053>, or by calling (312) 626-6799 and using the Meeting ID: 892 8594 0053. All public comments received during the meeting will be read into the record during the appropriate portion of the agenda.*

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment
5. Consent Agenda – The following items are considered to be routine by the Executive Oversight Committee and will be approved with a single vote in the form listed below:

*Motion the EOC to approve the following items including Payroll and Vouchers for part of the months of March, April, and May 2020 \$3,124,350.87 (Trustee Christiansen).*

- 5.1 Executive Oversight Committee Meeting Minutes:  
March 12, 2020 EOC Meeting
- 5.2 Vouchers Previously Reviewed by:  
March, April, and May 2020 – Trustee Christiansen
- 5.3 Request for Authorization to Enter into the ILWARN Mutual Aid Agreement

Following the impacts of Hurricane Katrina, it became apparent that even with the extraordinary efforts of utilities, water associations, and state regulatory agencies, the demand for resources and knowing where those resources were available overwhelmed the ability to effectively coordinate the initial response. Realizing that utilities needed a different approach, the leaders in the water community and

state agencies have joined together to create the Illinois Water/Wastewater Agency Response Network or ILWARN.

Through the ILWARN Web site, a member can request emergency equipment (pumps, generators, chlorinators, evacuators, etc.) and trained personnel (eg. treatment plant operators) that they may need in an emergency. There is no cost to being part of the network.

The Authority applied and was approved to enter into the ILWARN network, however, in able to be authorized to call upon any assistance the enclosed Mutual Aid Agreement needs to be executed. The Authority's attorney has reviewed the agreement and sees no issues with the Authority joining. Therefore, it's formally requested that the EOC to authorize the Authority's Executive Director to sign the agreement and enter in the ILWARN mutual aid network.

#### 5.4 Renewable Energy Credit Agreement Renewal

The Authority is requesting the EOC to allow automatic renewal of the existing contract with Blue Delta to evaluate the Authority's eligibility as a renewable resource within the Applicable Program and evaluate any other GWA assets for Environmental Attribute creation, as well as to perform the necessary services to create, manage and market any environmental attributes generated by the Authority. This opportunity is made available mainly due to the Combined Heat and Power facility, which can be considered a source of renewable energy.

As the CHP's generate electricity, this information is recorded, and translated into Renewable Energy Credits (RECs). A REC means any renewable energy certificate, tradable renewable certificate or green tag, howsoever entitled or named, resulting from, attributable to, or associated with the generation of energy by the Authority pursuant to any international, federal, state or local legislation or regulation that is required for such renewable energy credit to be certified under the Applicable Program, associated with one (1) megawatt hour of energy generation from the Authority's Combined Heat and Power facility.

As Blue Delta's sole compensation for performing the Services, the Authority shall pay to Blue Delta a fee equal to twelve percent (12%) of the proceeds actually received from the sale of the Environmental Attributes to a third-party buyer ("Services Fee") net of Transaction Costs. Blue Delta shall collect the gross proceeds actually received from each sale, deduct any Transaction Costs, and retain Blue Delta's Services Fee. Blue Delta will remit the remainder of the proceeds to the Authority within ten (10) business days of receipt of the gross proceeds. The Authority acknowledges that Blue Delta is not required to distribute any amounts not actually collected from any sale of the Environmental Attributes.

Blue Delta is currently providing services to the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC), Rock River Water Reclamation District (Rockford, IL), and Downers Grove Sanitary District. Other brokerage services for RECs generated from CHP's were sought out, but none were found, as Blue Delta appears to cover most of the wastewater treatment plants that generate energy.

To date, the Authority has not generated enough energy to yield any compensation, but as more energy is generated, and RECs become a more valuable commodity, it is appropriate to have the Authority well positioned to sell its RECs.

The Authority staff requests approval to allow Blue Delta's existing contract, which has been in place for 3 years, to automatically renew come the renewal date on July 17, 2020. The agreement had been reviewed by the Authority's attorney at the time it was executed.

#### 5.5 Approval to purchase CHP Media

Prior to digester gas being used in the CHP's, the gas needs to be "scrubbed" in order to remove siloxanes and hydrogen sulfide, in order to help preserve the life of the engines. Although the life of the media is tracked, due to varying usage and gas conditions, it is difficult to exactly predict when the media will be reaching its useful life. Since there is little expiration notice, and the media has a long shelf life, we prefer to have the media onsite and available to keep the down time of the engines to a minimum. Therefore, staff obtained pricing early in the year so that the purchase can be made, and available for use when needed.

In the 2020 GWA budget, staff allocated \$50,000 for the purchase of this media in budget category Plant Equipment Rehabilitation account 40-580150. Therefore, *we motion the EOC to authorize approval to purchase CHP media from Unison Solutions in the amount of \$41,505.00*

#### 5.6 Approval for new rag washer

The Authority's 2018 facility plan identifies equipment that may be at the end of its intended useful life. This year the rag washer was identified. The rag washer is the first pre-treatment process at the main plant. This machine is tasked with the rigorous job of washing rags, debris, plastics and abrasive material on a daily basis. Material enters the machine after being removed from raw influent bar screens then "rags" are washed of organics, compressed (removing water) and sent to a dumpster. GWA's current Washer was installed in 2006 and has experienced significant failures in recent years. Repairs have been made to keep it in service, but only to the extent to keep it working long enough until it's designated replacement date.

Competitive pricing for new rag washers were obtained from several different manufacturers. Results of the pricing are listed in the table below.

<b>Manufacturer</b>	<b>Price</b>
JWC Environmental	\$38,695.75
Vulcan Industries	\$66,398.00
Wes Tech	\$70,306.00
Lakeside	\$81,015.00
Kusters Water	\$86,427.00

Due to the large range in prices obtained, further investigation was done on the low bidder, and all results came back satisfactory. Therefore, it's requested authorization be given to issue JWC Environmental a notice to proceed in the amount of \$38,695.75 sourced from the CY2020 Capital Fund.

6. Request for Authorization to Purchase Replacement Grit Pumps

The Authority's 2018 facility plan identifies equipment that may be at the end of its intended useful life. This year the grit pumps had been identified. Grit pumps are the second pre-treatment process at the main plant. They are tasked with pumping concentrated abrasive material day in and day out. Material pumped typically consists of silt, sand and small rocks. The "grit" is then washed of organics and sent to a dumpster. It was determined to replace the pumps in kind for a few reasons. The excellent track record of minimal down time, consistent ability to pump "grit" material and the seamless replacement logistics. By simply replacing the pump head from the same manufacturer, many additional costs are being avoided, as replacing this equipment with any other manufacturer would result in additional construction costs above and beyond the cost of the pumps themselves. Therefore, it is being requested that competitive bidding be waived with regard to section C.1.f, Standardization purchases, of the Glen Ellyn purchasing policy. This has been discussed at the TAC level and was agreed that due to the replacement of only one component of an entire system, waiving the competitive bidding is appropriate. Therefore, it's requested authorization be given to issue Gasvoda and Associates a notice to proceed in the amount of \$88,410 sourced from the CY2020 Capital Fund.

7. Request for Authorization to Approve New Legal Representation

In late 2019, the Authority's existing legal representative, Greg Dose from Goldstein, Skrodzki, Russian, Nemecek, & Hoff, indicated that he would be retiring at the end of the year. Mr. Dose had been the Authority's legal representation since 2013 when his firm was selected during a professional selection process. Although the Authority had been satisfied with Mr. Dose and his firm's representation, the Executive Oversight committee indicated the need to perform a formal Request for Proposal (RFP) to other firms in order to evaluate the best options to move forward. Therefore, on January 27, 2020, the Authority distributed nine RFP's various legal firms who represent municipal bodies.

Per the language in the RFP, the TAC was assigned to recommend no more than three (3) firms as finalists for consideration as General Counsel. Therefore, based on the results from the scoring, the TAC proposes the three highest ranking firms to the EOC:

- Goldstein, Skrodzki, Russian, Nemec, & Hoff
- Peregrine, Stime, Newman, Ritzman & Bruckner, Ltd.
- Hauser, Izzo, Petrarca, Gleason & Stillman, LLC.

The three highest ranking firms were then interviewed by Village Manager Niehaus, Village Manager Franz, and Director Streicher. After the interviews, the interviewing team came to a consensus to recommend and request that the EOC authorize the Authority to select Hauser, Izzo, Petrarca, Gleason & Stillman, LLC as it's legal representation.

8. Request to adopt formal resolution and authorization for State Revolving Loan Fund application documents for the 2020 Biosolids Dewatering Project

Enclosed in the agenda packet is a memo outlining the procedures that need to be followed in order to begin the application process to obtain a low interest State Revolving Fund (SRF) loan to fund the 2020 Biosolids Dewatering Project

9. Discussion

- 9.1 Capital Improvement Projects Update

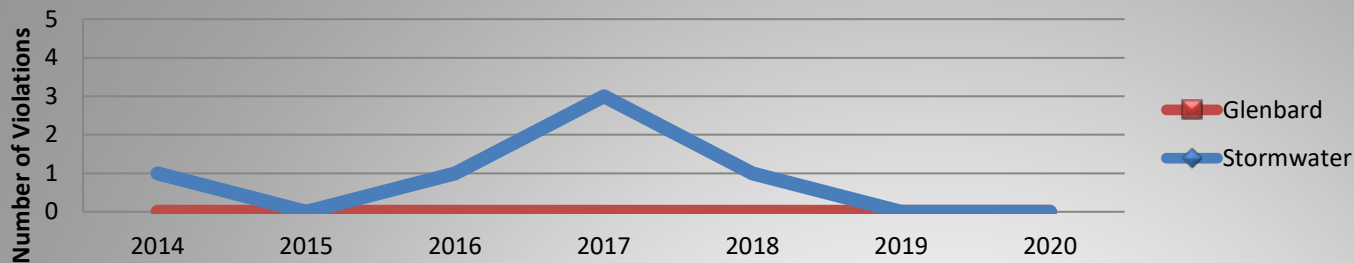
10. Other Business

- 10.1 Technical Advisory Committee Updates

- 10.2 Pending Agenda Items

11. ***Next EOC Meeting*** – The next regularly scheduled EOC Meeting is set for ***Thursday, July 9, 2020 at 8:00 a.m. via Zoom.***

# NPDES Permit Violations



## Glenbard Plant: \*Current Record

2642 Days February 4, 2013 through April 30, 2020

Previous excursion free operating record:

1058 Days September 8, 2007 – April 10, 2010

## Stormwater Facility:

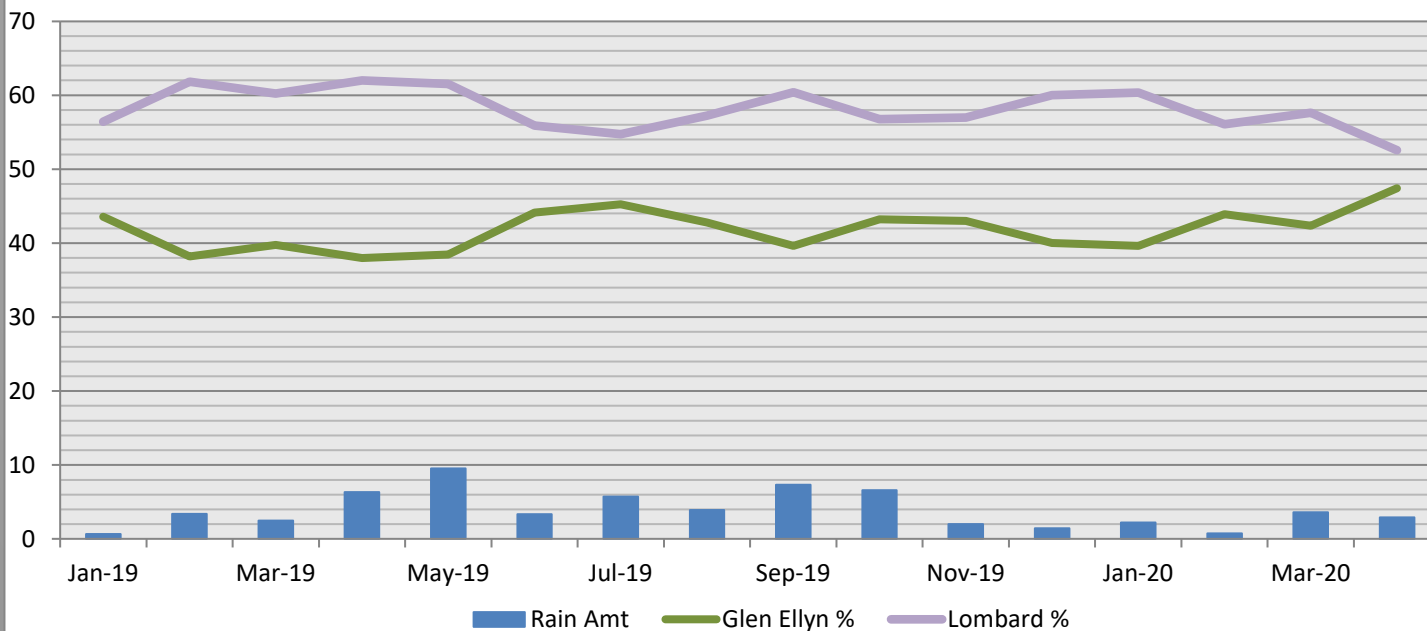
746 Days April 15, 2018 through April 30, 2020

Current excursion free operating record:

1140 Days July 11, 2009 through August 27, 2012



# Flow Billing Comparison



	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20
Glen Ellyn %	43.5669	38.1926	39.7689	37.9926	38.464	44.1141	45.2611	42.76693	39.6144	43.22	43.01282	40.0011	39.6412	43.931	42.3567	47.418
Lombard %	56.4331	61.8074	60.2311	62.0074	61.535	55.8859	54.7389	57.23307	60.3856	56.7761	56.98718	59.9989	60.3588	56.069	57.6433	52.582
Rain Amt	0.66	3.385	2.48	6.33	9.545	3.355	5.74	3.905	7.345	6.59	2.01	1.45	2.24	0.76	3.615	2.91



## Billion Gallons Treated Per Year as of April 30, 2020



■ Billion Gallons Treated Per Year as of April 30, 2020

CY2016	CY2017	CY2018	CY2019	CY2020
1.46	1.20	1.29	1.52	1.35

## Total Rainfall in Inches as of April 30, 2020



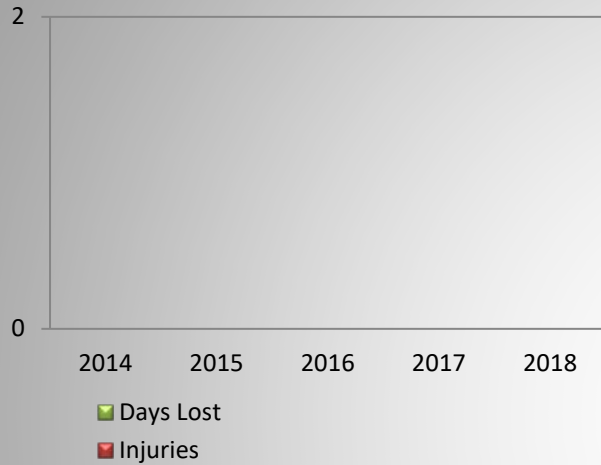
■ Total Rainfall in Inches as of April 30, 2020

CY2016	CY2017	CY2018	CY2019	CY2020
9.43	11.59	10.20	12.86	9.53



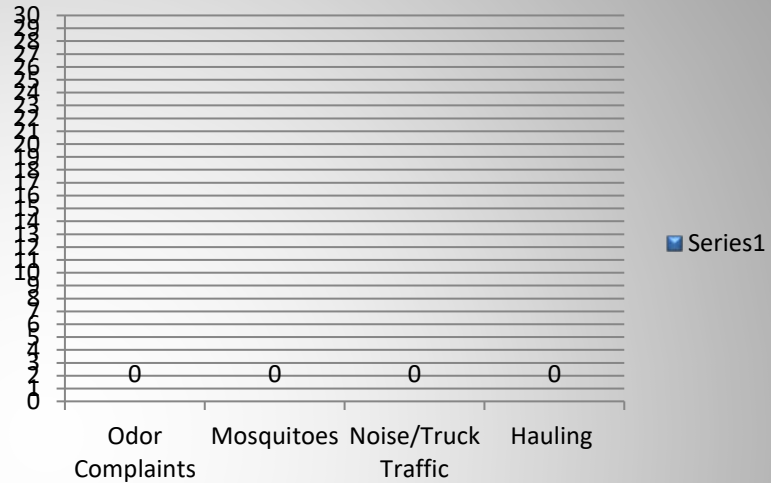
# The Authority Key Performance Indicators Regarding Safety and Neighborhood Impacts

## Injuries + Lost Time

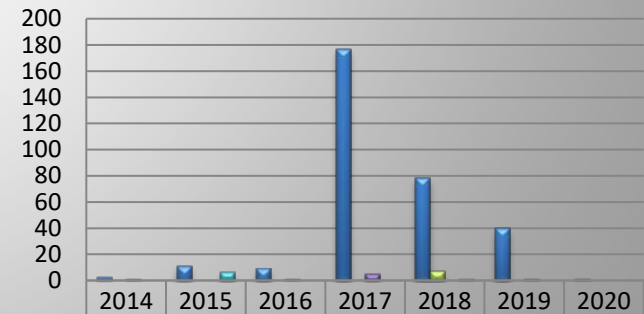


Years	2014	2015	2016	2017	2018	2019	2020
Injuries	0	0	0	0	0	0	0
Days Lost	0	0	0	0	0	0	0

## April 2020 Complaints



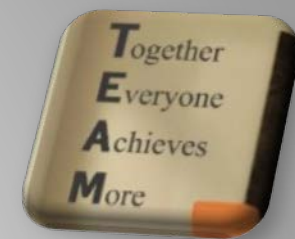
## Annual Complaint Comparison



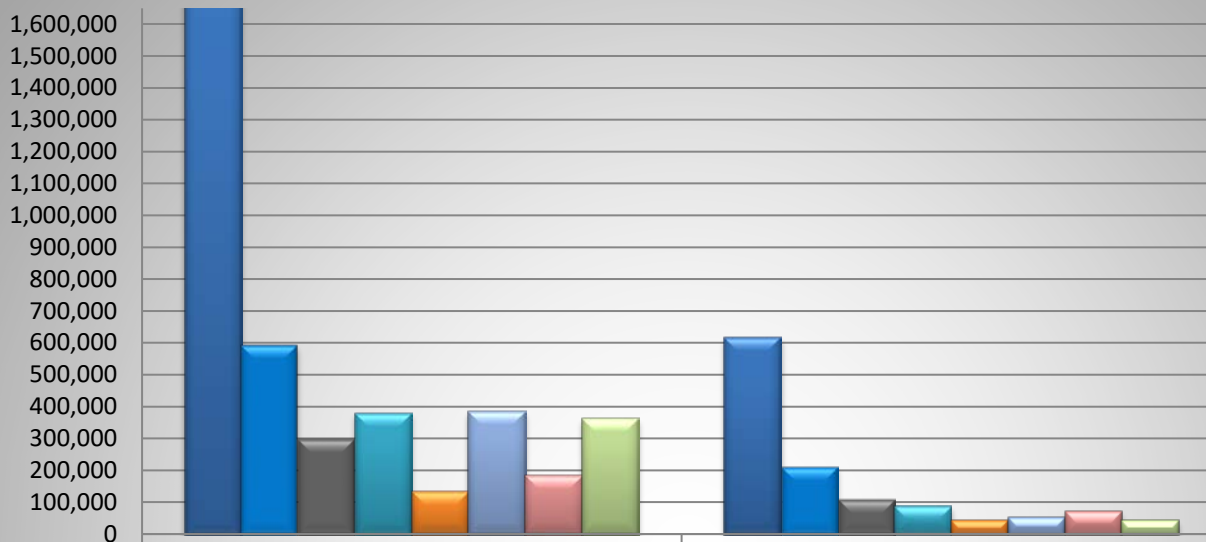
Odor Complaints	2	11	9	177	78	40	1
Noise/Truck Traffic	0	0	0	0	7		
Hauling	1	0	1	5	0	1	
Mosquitoes	0	6	0	0	1		







## April 2020 O&M Expense \$ Reporting

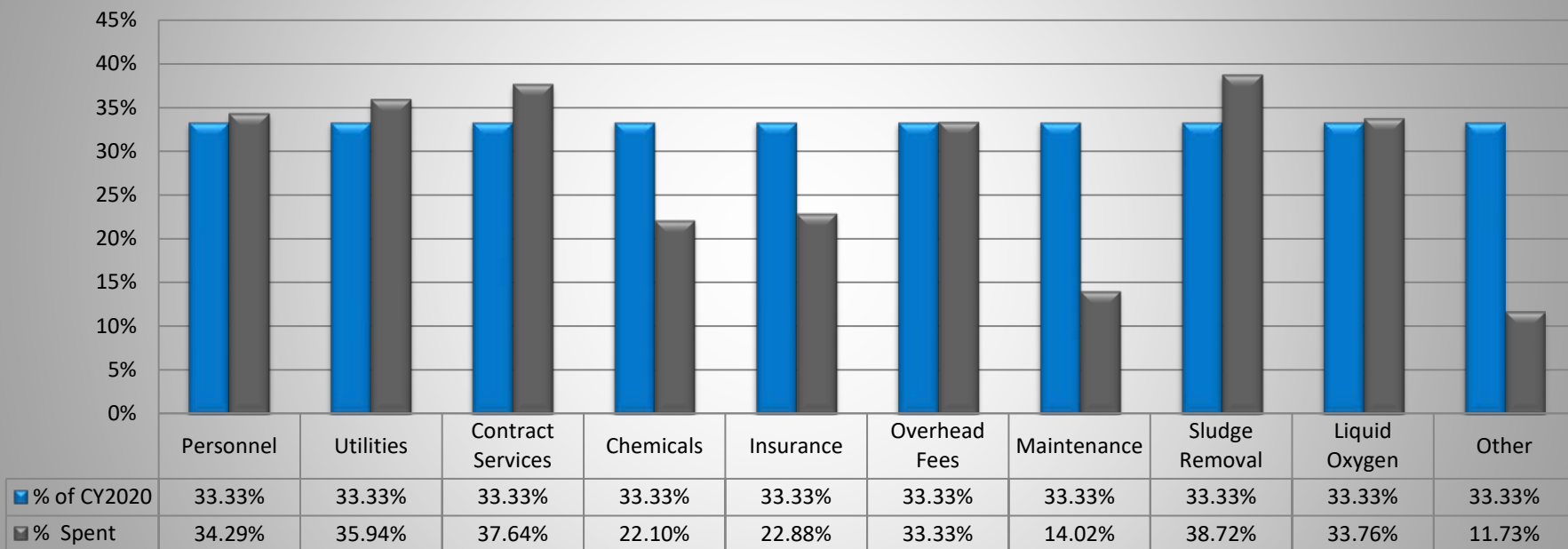


	CY2020 Budget	Spent Year to Date
Personnel	\$1,797,543	\$616,288
Utilities	\$591,200	\$212,479
Contract Services	\$295,744	\$111,326
Insurance	\$380,300	\$87,028
Overhead Fees	\$134,229	\$44,743
Maintenance	\$385,888	\$54,087
Sludge Removal	\$185,000	\$71,637
Other	\$362,190	\$42,483

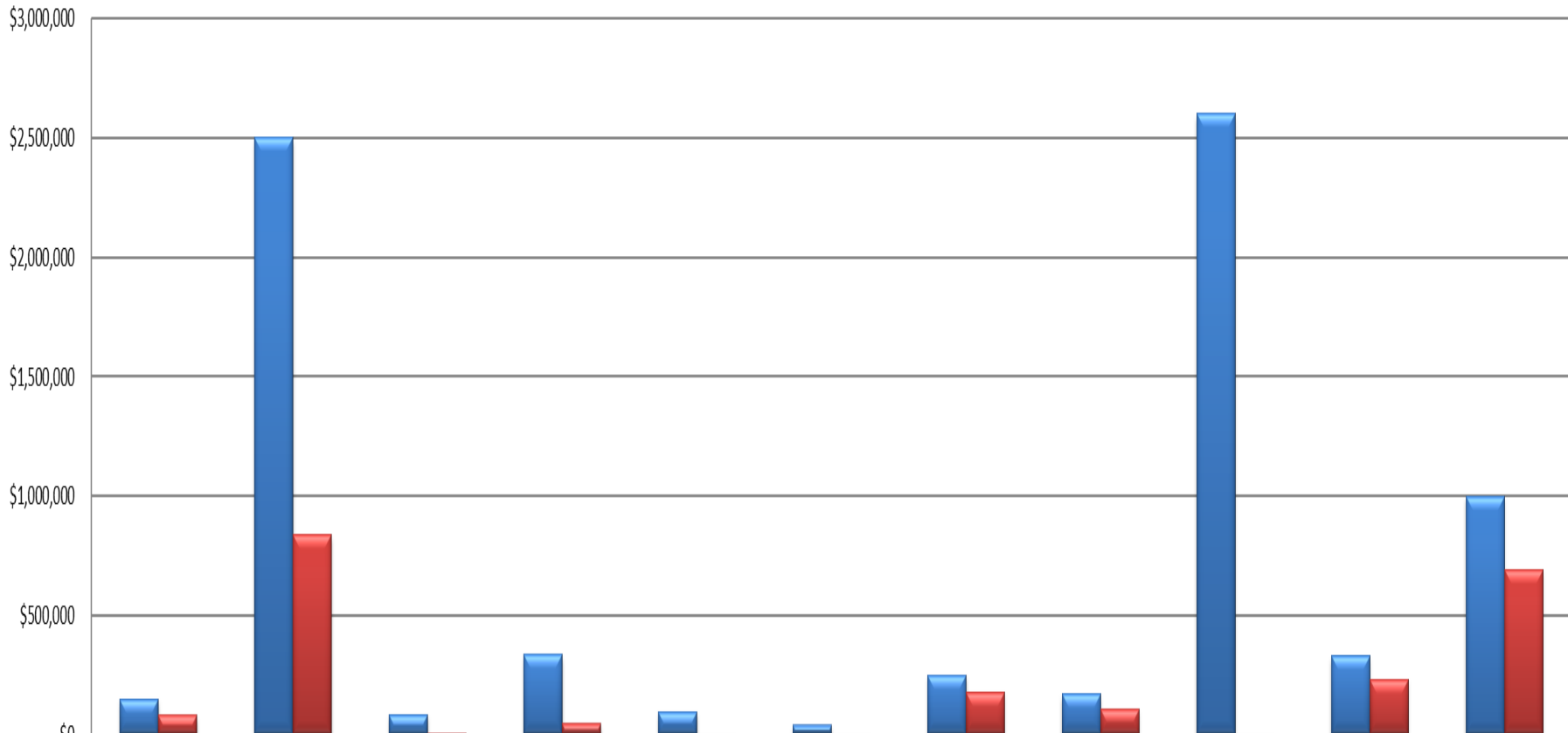
	Personnel	Utilities	Contract Services	Chemicals	Insurance	Overhead Fees	Maintenance	Sludge Removal	Liquid Oxygen	Other
<b>CY2020 Budget</b>	\$1,797,543	\$591,200	\$295,744	\$140,000	\$380,300	\$134,229	\$385,888	\$185,000	\$330,000	\$362,190
<b>Spent Year to Date</b>	\$616,288	\$212,479	\$111,326	\$30,937	\$87,028	\$44,743	\$54,087	\$71,637	\$111,400	\$42,483
<b>% of CY2020</b>	33%	33%	33%	33%	33%	33%	33%	33%	33%	33%
<b>% Spent</b>	34.29%	35.94%	37.64%	22.10%	22.88%	33.33%	14.02%	38.72%	33.76%	11.73%



## April 2020 O&M Expense % Reporting



## April/May 2020 Project Updates



■ Project Budget Amount	\$150,000	\$2,500,000	\$85,000	\$335,000	\$97,000	\$39,434	\$250,000	\$171,000	\$2,600,000	\$330,000	\$998,000
■ Spent to Date	\$82,202	\$837,470	\$2,558	\$46,922	\$0	\$0	\$179,659	\$107,945	\$0	\$233,600	\$691,335

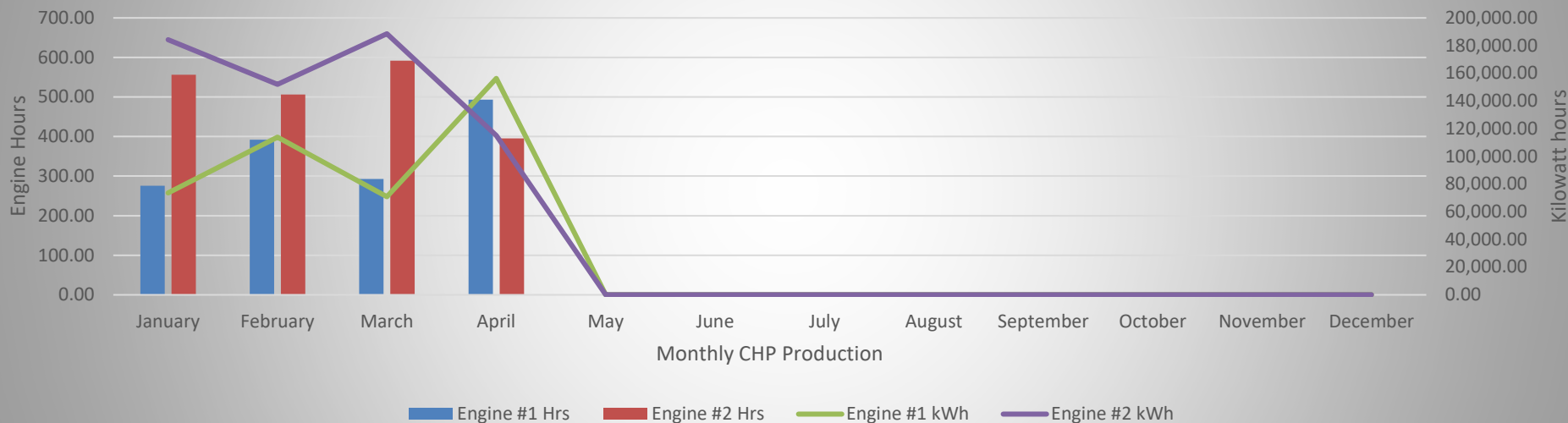


Description	Project Budget Amount	Spent to Date	October Updates
FIP Construction Engineering	\$150,000	\$82,202	Through May 18, 2020
FIP Construction	\$2,500,000	\$837,470	Through May 18, 2020
Small Capital Projects	\$85,000	\$2,558	Through May 18, 2020
Plant Equipment Rehabilitation	\$335,000	\$46,922	Through May 18, 2020
Infrastructure	\$97,000	\$0	Through May 18, 2020
Rolling Stock	\$39,434	\$0	Through May 18, 2020
Electrical Grid Design	\$250,000	\$179,659	Through May 18, 2020
HVAC Design	\$171,000	\$107,945	Through May 18, 2020
Electrical Grid Construction	\$2,600,000	\$0	Through May 18, 2020
Biosolids Dewatering Improvementss Design	\$330,000	\$233,600	Through May 18, 2020
HVAC Construction	\$998,000	\$691,335	Through May 18, 2020



# Combined Heat & Power Production Report

Road to Net Zero



## Monthly CHP Production 2020 = \$0.07/kWh

	Engine #1 Hrs	Engine #1 Avail Hrs	Engine #2 Hrs	Engine #2 Avail Hrs	Engine #1 kWh	Engine #1 Avail kWh	Engine #2 kWh	Engine #2 Avail kWh	\$ Saved
<b>January</b>	275.40	744	555.70	744	73,651.00	279,000	184,092.00	279,000	\$18,042.01
<b>February</b>	391.80	672	505.80	672	113,849.00	252,000	151,970.00	252,000	\$19,456.72
<b>March</b>	292.90	744	591.90	744	70,781.00	279,000	188,491.00	279,000	\$18,977.51
<b>April</b>	493.00	720	395.10	720	156,179.00	270,000	114,929.00	270,000	\$19,843.85



# Return on Investment Monetary Breakdown

	HSW/FOG Gallons Received	HSW Tipping Fees	Elec Energy Produced @ \$0.07/kWh	Maintenance Costs	Total + or -	Target to meet 8.8 Year Repayment Schedule	Hit + or Miss -
<b>Calendar Year 2019</b>							
January	83,875	\$4,193.75	\$11,974.22	(\$895.00)	\$15,272.97	\$36,229.69	(20,956.72)
February	104,450	\$5,222.50	\$10,649.85	(\$1,015.00)	\$14,857.35	\$36,229.69	(21,372.34)
March	172,115	\$8,605.75	\$16,329.62	(\$560.00)	\$24,375.37	\$36,229.69	(11,854.32)
April	151,990	\$7,599.50	\$9,056.77	(\$1,688.00)	\$14,968.27	\$36,229.69	(21,261.43)
May	166,920	\$8,346.00	\$5,203.69	(\$3,145.00)	\$10,404.69	\$36,229.69	(25,825.00)
June	95,716	\$4,785.80	\$14,985.16	(\$1,505.00)	\$18,265.96	\$36,229.69	(17,963.73)
July	194,896	\$9,744.80	\$10,749.56	(\$935.40)	\$19,558.96	\$36,229.69	(16,670.73)
August	179,003	\$8,950.15	\$14,041.98	(\$2,653.10)	\$20,339.03	\$36,229.69	(15,890.66)
September	137,175	\$6,858.75	\$8,792.19	(\$560.00)	\$15,090.94	\$36,229.69	(21,138.75)
October	222,475	\$11,123.75	\$3,712.19	(\$19,716.07)	-\$4,880.13	\$36,229.69	(41,109.83)
November	194,464	\$9,723.20	\$11,792.85	(\$10,620.00)	\$10,896.05	\$36,229.69	(25,333.64)
December	170,480	\$8,524.00	\$19,283.76	(\$945.00)	\$26,862.76	\$36,229.69	(9,366.93)
<b>Annual Totals</b>	1,873,559	\$93,677.95	\$136,571.86	(\$44,237.57)	\$186,012.24		
<b>Repayment Balance</b>	\$3,639,843.34						
<b>Annual Payback on Investment</b>	\$209,155.51						
<b>Current Return on Investment in Years</b>	17.4						
<b>Calendar Year 2020</b>							
January	200,970	\$10,048.50	\$18,042.01	\$1,890.00	\$29,980.51	\$36,229.69	(6,249.18)
February	102,657	\$5,132.85	\$19,456.72	\$1,512.89	\$26,102.46	\$36,229.69	(10,127.24)
March	173,840	\$8,692.00	\$18,977.51	\$580.00	\$28,249.51	\$36,229.69	(7,980.19)
April	153,275	\$7,663.75	\$19,843.85	\$2,436.00	\$29,943.60	\$36,229.69	(6,286.10)
May		\$0.00	\$0.00			\$36,229.69	(36,229.69)
June		\$0.00	\$0.00			\$36,229.69	(36,229.69)
July		\$0.00	\$0.00			\$36,229.69	(36,229.69)
August		\$0.00	\$0.00			\$36,229.69	(36,229.69)
September		\$0.00	\$0.00			\$36,229.69	(36,229.69)
October		\$0.00	\$0.00			\$36,229.69	(36,229.69)
November		\$0.00	\$0.00			\$36,229.69	(36,229.69)
December		\$0.00	\$0.00			\$36,229.69	(36,229.69)
<b>Annual Totals</b>	630,742	\$31,537.10	\$76,320.08	\$6,418.89	\$114,276.07		
<b>Repayment Balance</b>	\$3,525,567.27						
<b>Annual Payback on Investment</b>	\$213,790.64						
<b>Current Return on Investment in Years</b>	16.5						

**SECTION 5.0**

**CONSENT AGENDA**

**SECTION 5.1**

**MINUTES FROM THE  
MARCH 12, 2020  
MEETING**



GLENBARD WASTEWATER AUTHORITY  
**Executive Oversight Committee**  
**Minutes**  
**March 12, 2020**  
**Meeting held in the**  
**Community Room**  
**Lombard Village Hall**  
**355 Wilson Avenue**  
**Lombard, IL**

Members Present:

Keith Giagnorio	President, Village of Lombard
Diane McGinley	President, Village of Glen Ellyn
William Ware	Trustee, Village of Lombard
Kelli Christiansen	Trustee, Village of Glen Ellyn
Scott Niehaus	Village Manager, Village of Lombard
Mark Franz	Village Manager, Village of Glen Ellyn
Carl Goldsmith	Public Works Director, Village of Lombard
Julius Hansen	Public Works Director, Village of Glen Ellyn

Others Present:

Matthew Streicher	Executive Director, GWA
Tom Romza	Assistant Director/Engineer, GWA
Jon Braga	Maintenance Superintendent, GWA
David Goodalis	Operations Superintendent, GWA
Christina Coyle	Finance Director, Village of Glen Ellyn
Gayle Lendabarker	Administrative Secretary, GWA

1. Call to Order at 8:03 a.m.
2. Roll Call: President Giagnorio, President McGinley, Trustee Ware, Trustee Christiansen, Mr. Niehaus, Mr. Franz, Mr. Goldsmith, and Mr. Hansen answered "Present".
3. Pledge of Allegiance
4. Public Comment
5. Consent Agenda - The following items are considered to be routine by the Executive Oversight Committee and will be approved with a single vote in the form listed below:

*Motion the EOC to approve the following items including Payroll and Vouchers for part of the month of January and February 2020 \$1,452,802.22 (Trustee Christiansen).*

**Trustee Christiansen motioned and President McGinley seconded the MOTION that the following items, on the Consent Agenda be approved. President Giagnorio, President McGinley, Trustee Ware, Trustee Christiansen, Mr. Niehaus, Mr. Franz, Mr. Goldsmith and Mr. Hansen responded "Aye" during a roll vote. The motion carried.**

EOC Meeting/March 2020  
Minutes

- 5.1 Executive Oversight Committee Meeting Minutes:
  - o January 9, 2020 EOC Meeting
- 5.2 Vouchers previously reviewed by Trustee Christiansen
  - o January 2020
  - o February 2020
- 5.3 Vehicle Purchase Approval

The Authority's Electronics Technician responsibilities require that position to have its own vehicle due to the nature of tools, parts, and other items needed while traveling within the confines of the main plant, as well as all the Authority's remote facilities. Currently, the Technician uses Unit Number 627, a 2005 For Utilimaster Low Cube, which was originally designated to be replaced in 2017. Upon inspection in 2017, the Village of Glen Ellyn's Fleet Services Director deemed the unit to be in good enough condition to continue to use it for up to 2 years, so the purchase of a replacement vehicle was deferred. Near the end of 2019, the Authority had the Village's Fleet Services Director reevaluated the condition of the vehicle, and in order to obtain any salvage value, all agreed now is the appropriate time for replacement. Therefore, as seen in the enclosed memo, the Authority began obtaining pricing from various joint purchasing authority's that it is eligible through being a municipal entity.

The Authority requests approval to purchase a 2020 Ford F-350 XL 4x2 Chassis Cab from Currie Motors Fleet in the amount of \$29,093, and an enclosed utility body with installation from Regional Truck Equipment in the amount of \$16,375, both to be invoiced to Capital Account 40-570155 Rolling Stock. Along with the request for the new vehicle and associated equipment, the Authority also recommends and requests that the EOC declare the existing Unit Number 627, a 2005 For Utilimaster Low Cube and associated equipment as a surplus, allowing the Authority to put the vehicle up for auction.

- 6. Request for Approval for the 2020 Electric Service, Backup, and Redundancy and Site Lighting Project Construction Services.

Previous studies have identified the Authority's existing electrical power distribution system to be lacking several redundancy factors, the ability to properly maintain and monitor the system, and other deficiencies related to plant processes. Also, the existing system is nearing 40 years old, beyond its useful life, and evidence of its age is noticeable. The Authority has experienced four major electrical outages in the past 36 months, which points to a clear need for system rehabilitation and replacements. During design of this project, another issue arose, in which it was realized electrical conduits that are ran through the concrete UNOX deck are deteriorating and unable to be reused if wires fail. Therefore, since it's closely related in nature and to attempt to take advantage of an economy of scale, design of a new conduit system was included as an alternate in this bid. After approximately two years of design, the bid opening for this project was held on February 28, 2020. The bid tab results are as follows:

EOC Meeting/March 2020  
Minutes

Name	Base Bid	UNOX Raceway Option 1	UNOX Raceway Option 2	UNOX Raceway Option 3	Range
Broadway Electric	\$4,633,000	\$125,000	\$175,000	\$150,000	\$4,633,000 - \$4,798,000
Meade Electric	\$5,220,900	\$141,800	\$138,600	\$257,900	\$5,220,900 - \$5,477,900

After checking references and receiving all the proper documentation, it is recommended the EOC award Broadway Electric 2020 Electrical Service, Backup, and Redundancy and Site Lighting Project Construction in the amount \$4,758,000 (base bid plus alternative 1). This amount will be taken out of the designated amount in Fund 40 Capital, which has a budget number of \$2.5M for this project, however the engineers estimate prior to the bid opening was up to \$3.5M.

*Mr. Streicher advised that the bid opening for this project occurred just prior to the distribution of the EOC meeting's packet, and that based on discussions with the Village Managers, and in light of the fact that GWA has 85 days in which to approve the contract, there is a need to more thoroughly review the winning bid and see how the higher than expected contract amount impacts GWA's Capital Improvement Plan long term. Mr. Streicher added that he does not feel going out for bid a second time is going to result in more bids or lower bid amounts and would only add delays to a project that is already behind, diligence needs to be taken in evaluating the line item costs from Broadway for any areas where cost savings might be realized, but he fully expects his recommendation to approve the contract with Broadway Electric will stand. Mr. Streicher indicated this project is not an "if" but a "when", as unlike other wastewater treatment facilities, GWA owns the power grid system and it is well beyond its useful life. Mr. Streicher added that in the week since the EOC packet was distributed, research with the contractor and the schedule of values, who claims that they did bid the project as competitively as they could and there is nothing about the way the project was bid out, designed or in the specifications that incurred extra costs. Mr. Streicher stated that as two bids were submitted and both were close in the pricing, he does not believe going back out to bid will warrant any different results.*

*Mr. Streicher added that the only benefit of delaying the approval will give GWA time to have the TAC review the proposal and evaluate the impacts the project will have on the Capital Improvement Plan and the Villages' contribution rates and bring the item back for an April meeting.*

*Mr. Franz asked Mr. Streicher to provide a background on what the project is designed to address in the short-term, long-term and useful life of a new system. Mr. Streicher stated that GWA owns the medium, meaning 12,400 volts, electrical grid system whereas, at other facilities, each building has its own meter and ComEd owns the line up to that meter; GWA's ownership starts at the pole and encompasses all of the infrastructure, including transformers, bundles of copper wiring, switch gear, etc., and this project is to replace all of the existing components, as well as motor control centers in each building, and site lighting throughout the facility. Mr. Streicher indicated that all of the equipment is more than 40 years old and is original to the plant. Mr. Streicher stated that prior to starting the design phase of the project, GWA experienced three (3) or four (4) significant failures within a 36-month time period prior to the design phase, due to the age of the system.*

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*Mr. Goldsmith asked if there was any particular line item that varied greatly from the Engineer's estimate. Mr. Streicher indicated the only line item that was higher than anticipated was the line for excavation and back-fill of duct bank, which came in at \$1 million dollars higher than estimated. Mr. Streicher added that the lump sum costs associated with mobilization and demobilization, contractor's fees, etc., were also slightly higher than estimated, which is where contractors try to increase project revenue by marking these areas up some, but are not excessive for this project.*

*Mr. Goldsmith asked how deep the duct banks were located. Mr. Streicher advised the duct banks were only three to four feet deep; however, they are also encased in concrete and will require digging throughout the entire plant and have to work around existing utilities and process lines, the excavation will not be as straight forward as one might think. Mr. Romza indicated that when discussing the line item, there was no indication on the specifications that would have alerted anyone to think the excavation costs would be as high as they were. Mr. Goldsmith asked if Strand was surprised by the excavation costs as well. Mr. Streicher responded that Strand was just as surprised as he was by the costs. Mr. Streicher stated that when preparing the 2020 budget he had added \$2.5 million for the project and in retrospect realizes he should have added more, however the Engineer's estimate was \$3 million with a 20% contingency and he was being optimistic and did not want to change something that that been consistently in the budget at the \$2.5 million for several years.*

*Mr. Niehaus indicated that he takes comfort in knowing that there were multiple bidders, with the second bidder being just as qualified and higher, signals to him that the bids reflect true costs as opposed to only having a single bidder. Mr. Niehaus stated that his desire to table the contract award is two-fold; one being procedural, in that bids, such as this, have been taken to the TAC for detailed discussion and review, which has not been done with this item; and secondly, he would like to see how this project, exceeding the budgeted fund allocation, will impact the Capital Improvement Plan for 2021 and 2022 and see what other projects would be impacted as a result of the project coming in \$1million over the budgeted amount.*

***Mr. Niehaus made the motion to table this Item until the April 9, 2021 meeting concurrently, with have this item reviewed by the TAC and a presentation of the impact to the CIP, even though the EOC will, in all likelihood, be approving the same contract, he would like to have the procedural steps completed and had conveyed this for Mr. Streicher already. Mr. Franz seconded the motion.***

*Mr. Franz asked what the impact is of a month's delay. Mr. Streicher indicated that it only delays the project by a month, which as evident by other projects, delays can occur quickly. Mr. Streicher added that if the project is to be done by late spring/early summer of 2021, there is a certain amount of work that needs to be completed before winter hits.*

*Mr. Goldsmith asked if the contract was based on number of working days or to the date certain for completion. Mr. Streicher advised that it is based on date certain for completion. Mr. Goldsmith asked if the contract would have to be amended if it was not approved. Mr. Streicher advised that the project was bid with 85 days to award. Mr. Niehaus asked Mr. Streicher if he felt Broadway would work with GWA in the next 30 days, before the April meeting, to start doing the pre-planning prior to award. Mr. Streicher advised that he cannot speak for that.*

*Mr. Niehaus indicated that President McGinley suggested to him that rather than hamstring Mr. Streicher and the EOC Committee to meet in April if they do not have to, that a motion to approve the contract, subject to the two items being completed and approval given by the TAC and Village Managers. Mr. Franz stated that the EOC needs to have more discussion about the CIP earlier this year, given discussions last year.*

*Mr. Franz asked if May was a reasonable time to begin CIP discussions. Mr. Streicher indicated that prior to May he already has a plan to call a meeting with the Finance Directors and has a CIP plan laid out that has already been presented to the TAC; and all TAC members have agreed that the next step is to bring the Finance Directors in for discussions. Mr. Streicher did advise that he will have to update the plan, to incorporate the costs associated with this project.*

***Mr. Niehaus amended his motion to recommend approval of the contract award to Broadway Electric, subject to TAC review and completed modifications to GWA's Capital Improvement Plan for presentation and discussion to the TAC and the Village Managers. President Giagnorio, President McGinley, Trustee Ware, Trustee Christiansen, Mr. Niehaus, Mr. Franz, Mr. Goldsmith and Mr. Hansen responded "Aye" during a roll vote. The motion carried.***

7. Request for Approval for Amendment #2 to the Strand Contract for the Electrical Service, Backup, and Redundancy and Site Lighting Project Construction Engineering Services.

In November 2017 Authority staff developed and sent out a request for qualifications and technical proposals to our six shortlisted professional consulting firms for Design Engineering Services pertaining to the Electrical Service, Backup, and Redundancy and Site Lighting Project. The Authority received four sets of qualifications and technical proposals in response to the RFQ/RFP that was sent out, at which point staff performed an initial review, and narrowed it down to two firms to invite for formal interviews. A member of the TAC, as well as Authority staff, participated in the interviews. After a process of evaluation and elimination, staff selected and the EOC awarded Strand Associates to perform the design work.

Due to the complexity of the project and the detailed design required, in addition to mostly satisfactory services provided by Strand and that this is a professional service, competitive bidding is not being performed for construction engineering services. After negotiations based on requested services provided, it was determined that Authority staff can provide partial construction engineering services for some Administrative items, as well as day to day observation. Due to the civil and electrical expertise of GWA staff, GWA staff will be available to observe construction activities so that Strand's observation visits can be minimized. GWA staff would check in with the contractor on days when the contractor is on site, observe activities and progress, and keep Strand informed so that Strand's visits can be less frequent. Therefore, after negotiations were complete, Strand submitted a proposal to amend their contract to add \$133,100 for the construction engineering services, which is just under 3% of the construction costs. This includes site visits prior to all foundation and duct bank concrete pours, visits for all outages, and visit for punch list development and a final site visit after contractor says all punch list items are completed. Based on this scope, it is assumed up to 32 visits will be required. If the Authority did not have the ability to perform a portion of this work in-house, Strand would have generally required as many as 80 site visits for observation, and it would have increased the fee by roughly \$72,400.

Therefore, it is recommended the EOC authorize the Authority to approve Amendment #2 to the Contract with Strand for the purposes of Construction Engineering Services for the 2020 Electrical Service, Backup, and Redundancy and Site Lighting Project Construction in the amount \$133,100. This amount will be taken out of the designated amount in Fund 40 Capital, which has a budget number of \$250,000 for this project.

*Mr. Streicher indicated that this an amendment to Strand's existing contract for the design to now include the construction engineering services for this project. Mr. Streicher indicated that the price for this amendment came in lower than budgeted as GWA staff can perform some of the oversight work via GWA's Electrical Department, which has some expertise to handle the day-to-day construction observation and Tom Romza, the Assistance Director, on board who can handle the administrative day-to-day functions in-house, which allows for a \$70,000 savings in construction engineering; however, GWA will need Strand's expertise for inspections of the more complicated items, as well as, some of the more tedious paperwork. Mr. Streicher therefore, recommends the approval for awarding Strand's second contract amendment.*

**Mr. Goldsmith motioned and Mr. Franz seconded the approval of Amendment #2 to the Contract with Strand for the purposes of Construction Engineering Services for the 2020 Electrical Service, Backup, and Redundancy and Site Lighting Project Construction in the amount \$133,100. This amount will be taken out of the designated amount in Fund 40 Capital, which has a budget number of \$250,000 for this project. President Giagnorio, President McGinley, Trustee Ware, Trustee Christiansen, Mr. Niehaus, Mr. Franz, Mr. Goldsmith and Mr. Hansen responded "Aye" during a roll vote. The motion carried.**

8. High Strength Waste Standard Operating Procedures

At the January 2020 EOC meeting the modification of the existing High Strength Waste (HSW) Receiving Standard Operating Procedures (SOP) was discussed and it was explained how the Authority was able to safely receive greater amounts of HSW than it currently allows. Enclosed with this agenda item is further documentation justifying this request.

Prior to seeking actual approval from the EOC for the proposed modifications, the Authority required having a 45-day posting period for public comment. This period was initiated after the January 2020 EOC meeting. The feedback received, along with the return correspondence, is attached to this memo. Although there is no clear approval, in the Authority's opinion, the feedback received does not merit cause to not move forward with the modifications.

Therefore, the Authority respectfully requests the EOC approve the modifications to the HSW SOP's allowing the Authority to receive 25,000 gallons of HSW on a daily basis (M-F, 7am-4pm, no holidays).

*Mr. Streicher indicated he would not go into details about the plan as it had been discussed at the January meeting, and advised that the information was posted for the required public comment period. Mr. Streicher highlighted the emails received in response to the posting, which did not consist of any constructive comments regarding the proposed changes, other than "fix your smell" and came mainly from residents who are uneducated on the facts that the odor issues experienced last summer, are not related to the high strength waste, but are due to the raw waste water. Mr. Streicher pointed out that what he included in the packets were the emails along with his responses to each; and he reiterated that he did not feel that there were constructive enough*

*comments to say there is a valid argument to not approve the changes to the procedure. Mr. Streicher added that one of the residents who had emailed in did bring up the fact that there is potential for one more truck a day and, this is mainly for the Village of Glen Ellyn representatives, the issue of sidewalks on Bemis Road, which is something we are continually approached about, as this serves as our main entrance and any traffic, whether it be EOC members coming to meetings to construction traffic, the residents are impacted as kids do play in the area. Mr. Streicher stated that he was asked to pass the lack of sidewalks on to the Village of Glen Ellyn Board members who are on the EOC Committee.*

*Mr. Hansen added that some of the complaints center around construction traffic headed to a residential construction site to the north of the plant as well. Mr. Streicher confirmed Mr. Hansen's comment. Mr. Franz asked how much of the construction traffic is related to GWA, has it increased dramatically recently. Mr. Streicher indicated that between the CHP and FIP projects that the volume has been constant over the last four years and that typical construction traffic to GWA is mainly in the mornings and afternoons; however, from time to time, there are material deliveries, rock and concrete deliveries, that occur during the course of the day, but the routine traffic is two or three grease deliveries a day, the same number for leachate and then staff making trips to lift stations. Mr. Hansen alluded to the new subdivision on Sunnybrook. Mr. Streicher indicated that there has been a substantial increase relating to the construction on new residential subdivision; however, he does not feel this should prevent increasing the FOG intake limit.*

*Trustee Christiansen asked if any of the residents who had emailed Mr. Streicher, responded with any type of comments on his replay. Mr. Streicher advised that none had.*

**Trustee Ware motioned and President McGinley seconded to approve the modifications to the HSW SOP's allowing the Authority to receive 25,000 gallons of HSW on a daily basis (M-F, 7am-4pm, no holidays). President Giagnorio, President McGinley, Trustee Ware, Trustee Christiansen, Mr. Niehaus, Mr. Franz, Mr. Goldsmith and Mr. Hansen responded "Aye" during a roll vote. The motion carried.**

9. Discussion

9.1 Capital Improvement Projects Update

**Facility Improvement Project:**

*Mr. Romza indicated that since the distribution of the EOC meeting packet, quite a few things had changed; the indoor punch list is approximately 98% complete for the Filter Building, with one of the bigger items being the chemical feed system. Mr. Romza advised that the system is operating in a testing environment, meaning the system is not using actual chemicals since the chemicals would make it unsafe to quickly address any repairs or issues.*

*Mr. Romza advised that there is also progress in the Raw pumping station, in that all of the box-outs have been filled in and back-fill operations to be completed the following week. Mr. Romza advised that de-watering will still be taking place until the back-fill operations are completed and no further leaks are discovered. Mr. Romza indicated that a few leaks were discovered, but they have been repaired.*

*Mr. Romza stated that currently, there are no meters attached to the dewatering pumps, which he has documented, in the event Boller tries to claim GWA owes them more for in dewatering costs. Mr. Romza added that Boller has indicated that their calculation for de-watering costs are \$500K, while Mr. Streicher and himself estimates are more in the range of \$200k. Mr. Romza advised that there will be sit-down with Boller to discuss the costs as they stand today. Mr. Franz asked if Boller purchased the pumps used for de-watering. Mr. Romza advised they had, which in turn means GWA did.*

*Mr. Romza continued by stating that the low flow pumps are in place and the first shut down completed, which was after, as everyone has probably heard, the incident that happened prior to the shutdown, wherein the pumps were tied into the new header and when the pumps were turned on, the tie-in point split; pumping raw sewage into the building, requiring the shutdown of the pumps. Mr. Hansen explained that the pipe shifted as it was not braced properly. Mr. Romza confirmed that Boller's subcontractor did not brace the pipe properly, even after being asked if they were confident the sleeve would hold. Mr. Romza indicated that the pumps were turned on as slowly as possible, but as the pressure grew the pipe did hold.*

*President McGinley expressed her appreciation to the swift response by staff to get the situation under control; however, she asked what could have been done differently or that was learned from this going forward. Mr. Romza indicated having the by-pass plan more thoroughly vetted and the larger pumps on hand, would have made the situation better and credits Mr. Hansen and his PW crews to jumping in and helping out. Mr. Hansen stated that if Dave Goodalis had not thought ahead and had GWA's eight-inch pump at the ready, the situation would have been much more catastrophic than it was. Mr. Hansen indicated that the positive part of the plan was having a pump at the ready, as it enabled Staff to get the levels under control until the larger bypass pumps and hoses could arrive and get connected. Mr. Streicher indicated that the smaller pump slowed the bleeding so to speak, as it was not originally meant to be used in a situation as this, but was intended to be used if the shutdown went beyond 7:00 a.m.-7:30 a.m. as that is the time of day flows to the plant begin to increase. Mr. Streicher added that the by-pass plan could not have been tested in advance, as the header needed to be dry for the connection to be made. Mr. Streicher continued by stating that the action plan for the future is to have these larger pumps ready since they are onsite already, and has begun having discussions of going directly to by-pass pumping the next time work of this nature needs to be completed. Mr. Franz mentioned that there is a need to have four more shutdowns before the project is complete.*

*Mr. Niehaus asked what the project completion date was. Mr. Romza answered that since the issuance of the EOC packet, the date has been moved to August 18<sup>th</sup> of 2020. Mr. Niehaus asked, with the spring rainy season and the status of the project, where is there an increased risk because of the status of the project. Mr. Romza responded that during high flow situations, work of this nature cannot be performed, which has been the standard protocol all along. Mr.*



*Streicher indicated that there are two (2) 12 inch pumps onsite, at an initial cost of \$55,000 to have dropped onsite for a month's rental, so Boller is revisiting their scheduling and sequencing of events to see if they can avoid doing overnight shutdowns or minimize the time between some of the work and utilize the pumps.*

*Mr. Niehaus asked if it had been pouring rain the previous week, what would have taken place. Mr. Streicher and Mr. Romza both advised that even if there had been slightest chance of rain, the shutdown would have not proceeded. Mr. Romza indicated that the contract states there is a 48-hour window wherein to cancel any shutdowns, and staff was diligently monitoring the weather forecast to ensure the shutdown could proceed.*

*President McGinley suggested monitoring the flows, as with all of the colleges and schools closing down and sending students home early, to see if there is a spike in flows that would create any issues. Mr. Streicher indicated that if GWA served a college town, then a spike at the beginning of the school year would be not be uncommon; however, the impact to GWA's service area is not as significant.*

*Mr. Romza advised that Boller still has the large pumps onsite and is evaluating if there are opportunities to utilize them by doing by-pass pumping and avoid having to perform overnight shutdowns to advance the schedule.*

*Mr. Franz asked if GWA staff had any concerns with the FIP work coinciding with the Electrical System Upgrade project. Mr. Romza answered there are, due to the volume of work still being down around the Raw building and the fact that the Electrical Upgrade project will be just as busy around the entire plant. Mr. Streicher indicated that there would be challenges to overcome, none that would be detrimental to the completion of the either project, but would involve a lot of coordination between the two projects. Mr. Franz stated that any extra costs associated with any delays in the Electrical project due to Boller's scheduling, needs to be documented and included in final negotiations with Boller.*

*Mr. Streicher advised that he is working with GWA's attorney to draft a letter that, he hopes Boller will eventually end up signing, stating that GWA was at "no fault" for anything that occurred and the \$55,000 pump rental costs and all associated materials, is solely their responsibility. Mr. Streicher stated that this is being done so that down the road, Boller cannot place part or any of the blame back on GWA.*

**HVAC System Upgrade Project:**

*Mr. Romza advised that there has been substantial progress on the HVAC system upgrade has been made with substantial demolition work being done and new equipment, ceiling tiles, etc. being installed. Mr. Romza added that two electrical system shutdowns had to take place in order to install the controls for the new unit and all went according to plan.*

**Biosolids Dewatering Project:**

*Mr. Romza advised that based on the information supplied by Trotter, GWA staff made the decision to proceed with rehabilitating the existing presses instead of replacing, as there was no added benefit to new, over rehabilitation of the existing equipment as the manufacturer's projected lifespan is the same; as well as also realizing a \$500k cost savings for the project.*

*Mr. Romza also advised that the potential for this project to receive SRF funding, State Revolving Funds from the IEPA, is looking promising to be placed on the "guaranteed funding" list versus the "by-pass" list.*

## 9.2 USP Technologies Pilot

*Mr. Romza explained that GWA staff has been in talks with USP about their unique product for controlling odors by adding chemicals to the flow, which is not unique, but what is unique is that USP will install, operate and maintain the equipment, with GWA paying only for chemical costs; meaning no capital, installation, maintenance, or personnel costs. Mr. Romza indicated that UPS had conducted bench testing using our flow and estimated a cost of \$50,000 per year in chemicals to operate their system, which, is substantially less than the multiple multi-million dollars odor control projects and their associated annual operating costs, currently in the CIP. Mr. Romza stated that GWA is waiting for a cost proposal for a paid pilot test to see if the system is effective and perform bench testing during GWA's "odor season" and when the FIP is done as there will be some changes as well, before committing to any long-term contract.*

*Mr. Romza added that the matter was discussed at the TAC and it was suggested that the EOC be made aware of the conversations taking place. Mr. Niehaus asked if GWA can determine the pilot starting date. Mr. Romza advised GWA will determine the testing dates. Mr. Hansen asked if this system would replace the currently misting style deodorizing systems currently in use. Mr. Streicher indicated that it could, but until proven, GWA intends to continue the use of the misting systems, as part of the misting is for the sake of perception by GWA's neighbors; however, if it works, the system does have the potential to defer or eliminate a several million project in the CIP.*

*Mr. Goldsmith asked if any conversations with facilities that are currently using the system have taken place. Mr. Streicher advised that there are no local plants currently using this system, but he believes there are plants in Wisconsin that he and/or Mr. Romza intend to reach out to. Mr. Streicher indicated that the company is based in Appleton, Wisconsin which explains why there are not any facilities in near GWA yet.*

*Trustee Christiansen asked if there are any other companies that GWA should be looking into that offer similar systems or products as USP. Mr. Romza advised that there are plans to further investigate, but so far, he has not learned of any other companies that offer a system that does not require major capital investment and high, ongoing operational maintenance costs.*

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*Mr. Franz indicated that between the leachate and FOG revenue the costs could be offset. Mr. Streicher advised that the revenue from leachate and FOG is paid into the capital fund, while the expenses associated with this system would come out of the O&M budget.*

10. Other Business

- 10.1 Technical Advisory Committee Updates
- 10.2 Pending Agenda Items

11. ***Next EOC Meeting*** – The next regularly scheduled EOC Meeting is set for ***Thursday, April 9, 2020 at 8:00 a.m. in the Conference Room at the Glenbard Wastewater Authority, 945 Bemis Road, Glen Ellyn, IL 60137.***

*Mr. Streicher indicated that even with the pending pandemic, there may be a need for future meetings with the ability to conference call in. Mr. Niehaus advised that a majority of the quorum still needs to be present and until the State figures out how they are going to proceed, this rule must still be followed. Mr. Niehaus added that due the small size of the group the ability to social distance will, most likely, allow for in person meetings.*

**Mr. Ware moved to adjourn the March 12, 2020 EOC Meeting and Mr. Franz seconded the MOTION. President Giagnorio, President McGinley, Trustee Ware, Trustee Christiansen, Mr. Niehaus, Mr. Franz, Mr. Goldsmith, and Mr. Hansen responded “Aye” during a roll vote. The motion carried. The meeting adjourned at 8:43 a.m.**

Submitted by:

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Gayle A. Lendabarker  
GWA Administrative Secretary

**SECTION 5.2**

**VOUCHERS**

**MARCH 2020, APRIL 2020  
& MAY 2020**

**GLENBARD WASTEWATER AUTHORITY  
APPROVAL OF VOUCHERS  
For the meeting in May 2020**

<b>EXPENDITURES:</b>	<b>Check Date</b>	<b>Paid Amount</b>	
Accounts Payable Warrant 0320-1	3/13/2020	\$ 787,925.12	
Accounts Payable Warrant 0320-2	3/27/2020	\$ 646,174.99	
Accounts Payable Warrant 0420-1	4/14/2020	\$ 372,523.95	
Accounts Payable Warrant 0420-2	4/30/2020	\$ 438,659.99	
		<u>\$ 2,245,284.05</u>	<b>Warrant Total \$ 2,245,284.05</b>

<b>PAYROLL EXPENDITURES:</b>	<b>March 13, 2020</b>	<b>March 27, 2020</b>	<b>April 10, 2020</b>	<b>April 24, 2020</b>
<b>Net Employee Payroll Checks</b>	<u>\$ 39,211.22</u>	<u>\$ 37,759.79</u>	<u>\$ 39,069.87</u>	<u>\$ 36,882.44</u>
<b><u>Employee &amp; Employer Payroll Deductions:</u></b>				
Employee Deductions*	\$ 20,366.22	\$ 19,778.98	\$ 20,001.33	\$ 19,253.41
IMRF - Employer contribution	\$ 5,048.10	\$ 4,872.87	\$ 4,860.85	\$ 4,734.23
Social Security/Medicare Tax Withheld - Employer portion	\$ 4,337.38	\$ 4,187.18	\$ 4,289.12	\$ 4,079.85
<b>Total Payroll</b>	<u>\$ 68,962.92</u>	<u>\$ 66,598.82</u>	<u>\$ 68,221.17</u>	<u>\$ 64,949.93</u>
				<u>\$ 268,732.84</u>
			<b>GRAND TOTAL</b>	<u>\$ 2,514,016.89</u>

**VENDOR INVOICE LIST**

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
538 ILLINOIS ENVIRONMENTAL PROTECTION AGENCY										
BILL 1		02/18/2020		0320-2	2691	476,627.06	03/16/2020	DIR	PD	LOAN #L17-5180 PAYMENT 1
293 VILLAGE OF GLEN ELLYN										
IFT-184		03/27/2020		0320-2	2692	13,927.34	03/27/2020	DIR	PD	MONTHLY IFT TRANSFER MARC
1268 JP MORGAN CHASE NA										
BRAJ-28		03/27/2020		0320-2	2693	53.98	03/27/2020	DIR	PD	STAPLES - USB DRIVES
BRAJ-29		03/27/2020		0320-2	2694	148.08	03/27/2020	DIR	PD	CENTURY TILE - TILE LOCKE
LENG-101		03/27/2020		0320-2	2695	55.90	03/27/2020	DIR	PD	NAPERVILLE FLORIST - SOLI
LENG-102		03/27/2020		0320-2	2696	357.54	03/27/2020	DIR	PD	FRANKLIN PLANNER - CALEND
LENG-103		03/27/2020		0320-2	2697	60.00	03/27/2020	DIR	PD	CSWEA - TRAINING (2) PEOP
LENG-104		03/27/2020		0320-2	2698	12.00	03/27/2020	DIR	PD	JEWEL - SNACKS FAREWELL P
LENG-105		03/27/2020		0320-2	2699	144.89	03/27/2020	DIR	PD	KEURIG - COFFEE/TEA
LENG-106		03/27/2020		0320-2	2700	40.00	03/27/2020	DIR	PD	ILLINOIS TOLLWAY - IPASS
ROMT-10		03/27/2020		0320-2	2701	.19	03/27/2020	DIR	PD	GOOGLE PLAY - APP FEE
STRM-30		03/27/2020		0320-2	2702	5.00	03/27/2020	DIR	PD	REGISTER@FAA
STRM-31		03/27/2020		0320-2	2703	230.00	03/27/2020	DIR	PD	CSWEA - CONFERENCE REGIST
FRER-27		03/27/2020		0320-2	2704	39.99	03/27/2020	DIR	PD	MICROSOFT - OFFICE 2016 S
FRER-34		03/27/2020		0320-2	2705	69.00	03/27/2020	DIR	PD	AMAZON - USB ADAPTOR
FRER-35		03/27/2020		0320-2	2707	449.00	03/27/2020	DIR	PD	AMAZON - ADOBE ACROBAT SO
1221 BOLLER CONSTRUCTION CO, INC										
PAYMENT 27	20170007	02/29/2020		0420-1	2708	339,686.30	05/15/2020	DIR	PD	FACILITY IMPROVEMENT PROJ
PAYMENT 28	20170007	03/31/2020		0420-2	2709	199,243.00	04/30/2020	DIR	PD	FACILITY IMPROVEMENT PROJ
293 VILLAGE OF GLEN ELLYN										
IFT-185		04/28/2020		0420-2	2710	13,927.34	04/28/2020	DIR	PD	MONTHLY IFT TRANSFER APRI
1268 JP MORGAN CHASE NA										
LENG-107		04/28/2020		0420-2	2711	120.00	04/28/2020	DIR	PD	COSTCO - ANNUAL MEMBERSHI
LENG-108		04/28/2020		0420-2	2712	25.98	04/28/2020	DIR	PD	AMAZON - KEURIG POD RECYL

**VENDOR INVOICE LIST**

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
LENG-109		04/28/2020		0420-2	2713	24.12	04/28/2020	DIR	PD	LILAC BAKERY - DONUTS EOC	
LENG-110		04/28/2020		0420-2	2714	9.96	04/28/2020	DIR	PD	MENARDS - CONTAINERS, WIP	
LENG-111		04/28/2020		0420-2	2715	68.00	04/28/2020	DIR	PD	CHICAGO TRIBUNE - SUBSCRI	
LENG-112		04/28/2020		0420-2	2716	237.50	04/28/2020	DIR	PD	BUONA BEEF - FOOD FOR STA	
LENG-113		04/28/2020		0420-2	2717	89.00	04/28/2020	DIR	PD	AT&T - INTERNET SERVICE J	
LENG-114		04/28/2020		0420-2	2718	89.00	04/28/2020	DIR	PD	AT&T - INTERNET BACKUP SE	
STRM-32		04/28/2020		0420-2	2719	17.27	04/28/2020	DIR	PD	ALDI - TOILET PAPER	
STRM-33		04/28/2020		0420-2	2720	-230.00	04/28/2020	CRM	PD	CSWEA - REGISTRATION REFU	
FRER-36		04/28/2020		0420-2	2721	265.00	04/28/2020	DIR	PD	ISA - DZIEWIOR RECERT	
FRER-37		04/28/2020		0420-2	2722	403.00	04/28/2020	DIR	PD	RADWELL INT'L - ELECTRONI	
FRER-38		04/28/2020		0420-2	2723	37.38	04/28/2020	DIR	PD	AMAZON - COMPUTER POWER S	
FRER-39		04/28/2020		0420-2	2724	1,443.75	04/28/2020	DIR	PD	NORBERG - OEM FUSES	
FRER-40		04/28/2020		0420-2	2725	99.99	04/28/2020	DIR	PD	BEST BUY - MOUSE	
881 AIRGAS, INC											
9098830909	20200004	02/29/2020		0320-1	958968	1,500.00	03/13/2020	INV	PD	VAPORIZERS/AIRGAS LEASE	
9500580815		02/15/2020		0320-1	958969	6,237.63	02/28/2020	INV	PD	#2024961- LIQUID OXYGEN -	
9500581019		02/22/2020		0320-1	958969	7,434.84	02/28/2020	INV	PD	#2024961-LIQUID OXYGEN -	
9968733958		03/07/2020		0320-1	958969	60.10	03/13/2020	INV	PD	#2024961-ELECTRICAL CALIB	
						13,732.57					
1151 ALRO METAL SERVICE CENTER											
ABZ9339GP		02/26/2020		0320-1	958970	430.53	03/13/2020	INV	PD	#157488-MAINT PARTS - FEB	
1305 AMBER MECHANICAL CONTRACTORS, INC											
PAYMENT 2	20190007	02/05/2020		0320-1	958971	211,104.00	03/13/2020	INV	PD	HVAC REHAB CONSTRUCTION	
PAYMENT 3	20190007	03/04/2020		0320-1	958971	376,344.00	03/13/2020	INV	PD	HVAC REHAB CONSTRUCTION	
						587,448.00					
1088 BANNER PERSONNEL SERVICE, INC.											
37943		02/22/2020		0320-1	958972	495.36	03/13/2020	INV	PD	TEMP LABOR - FEB 2020	
1124 BLACK & VEATCH CORPORATION											
1314565	20160007	02/19/2020		0320-1	958973	17,396.13	03/13/2020	INV	PD	CONSTRUCTION OVERSIGHT FI	
1306 C&E FIRE PROTECTION INC											

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INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
7091		02/18/2020		0320-1	958974	995.00	03/13/2020	INV	PD	ST. CHAS 5-YEAR NFPA INSP
	47 CINTAS CORPORATION #769									
4044043676		02/28/2020		0320-1	958975	169.90	03/13/2020	INV	PD	#14924503-MAINT SHOP TOWE
	768 CINTAS FIRST AID & SAFETY									
8404544788		03/06/2020		0320-1	958976	228.28	03/13/2020	INV	PD	#10127979-MONTLY FIRST AI
	1218 COLLEY ELEVATOR CO.									
194722		03/01/2020		0320-1	958977	198.00	03/13/2020	INV	PD	#BE0945-MONTHLY ELEVATOR
	1307 CONSERV FS INC									
65091259		02/27/2020		0320-1	958978	1,826.40	03/13/2020	INV	PD	#809450-MAINT GEAR LUBE -
	845 DAHME MECHANICAL INDUSTRIES INC									
20200052		02/25/2020		0320-1	958979	515.00	03/13/2020	INV	PD	CHP ENGINE REFRIDGERANT C
	994 DIRECT ENERGY MARKETING, INC.									
200560041295834		02/24/2020		0320-1	958980	46,832.00	02/28/2020	INV	PD	#1152328-ELECTRIC USAGE J
	413 DRYDON EQUIPMENT, INC									
18020		02/28/2020		0320-1	958981	1,130.09	03/13/2020	INV	PD	#18020-MAINT HOSING CONNE
	1308 ELENS & MAICHIN ROOFING									
7154	20190009	01/31/2020		0320-1	958982	18,490.00	02/28/2020	INV	PD	2019 BLDGS O & Z ROOF REH
	293 VILLAGE OF GLEN ELLYN									
21893		03/01/2020		0320-1	958983	570.48	03/13/2020	INV	PD	#610130-WATER USAGE - JAN
21894		03/01/2020		0320-1	958983	19.86	03/13/2020	INV	PD	#432720-WATER SVC - DEC 2
						590.34				
	113 GODING ELECTRIC CO.									
6625		03/10/2020		0320-1	958984	2,898.00	03/13/2020	INV	PD	ELECTRICAL MOTOR - MAR 20
	297 W.W. GRAINGER, INC.									
9460232128		03/02/2020		0320-1	958985	367.82	03/13/2020	INV	PD	#801764762-MAINT PARTS-,A
9470921652		03/11/2020		0320-1	958985	21.28	03/13/2020	INV	PD	#801764762-ELECTRICAL PAR
						389.10				
	743 GROOT, INC									
5182016		03/01/2020		0320-1	958986	344.51	03/13/2020	INV	PD	#310769434001-REFUSE SVC-
	1147 ILLINOIS AMERICAN WATER COMPANY									



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INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
21856		02/24/2020		0320-1	958987	131.01	03/13/2020	INV	PD	#1025220008432566-VVLS WA
1330 INDUSTRIAL SCIENTIFIC CORPORATION										
2301776		02/26/2020		0320-1	958988	746.94	03/13/2020	INV	PD	#28274-CAS TESTING METERS
185 KONICA MINOLTA BUSINESS SOLUTIONS INC										
9006541252		02/25/2020		0320-1	958989	39.37	03/13/2020	INV	PD	#146316-COPIER USAGE JAN/
157 LEN'S ACE HARDWARE, INC.										
93185-3		12/11/2019		0320-1	958990	54.91	03/13/2020	INV	PD	#331050-OPERATIONS SUPPLI
1135 LIBERTY PROCESS EQUIPMENT, INC.										
81838-IN		03/02/2020		0320-1	958991	5,636.00	03/13/2020	INV	PD	#GLEWA-MAINT PARTS - MAR
295 VILLAGE OF LOMBARD										
21895		03/03/2020		0320-1	958992	284.87	03/13/2020	INV	PD	#30042-001-CSO WATER SVC-
21896		03/03/2020		0320-1	958992	23.27	03/13/2020	INV	PD	#31774-001-WATER SVC GWA-
171 MCMASTER-CARR SUPPLY CO.										
35698400		02/24/2020		0320-1	958993	41.37	03/13/2020	INV	PD	#7735700-MAINT PARTS - FE
35873035		02/26/2020		0320-1	958993	256.34	03/13/2020	INV	PD	#7735700-MAINT TOOLS - FE
35923857		02/27/2020		0320-1	958993	53.01	03/13/2020	INV	PD	#7735700-MAINT SUPPLIES -
35948343		02/27/2020		0320-1	958993	29.09	03/13/2020	INV	PD	#7735700-MAINT SUPPLIES -
35990570		02/28/2020		0320-1	958993	361.24	03/13/2020	INV	PD	#7735700-MAINT SUPPLIES -
36143249		03/03/2020		0320-1	958993	24.77	03/13/2020	INV	PD	#7735700- MAINT SUPPLIES
36224445		03/04/2020		0320-1	958993	88.77	03/13/2020	INV	PD	#7735700-MIAINT SUPPLIES-M
36322226		03/05/2020		0320-1	958993	43.47	03/13/2020	INV	PD	#7735700-MAINT SUPPLIES-M
1223 CAPITAL ONE NATIONAL ASSN										
317505820052757		02/27/2020		0320-1	958994	52.89	03/13/2020	INV	PD	#6004300499008602-STORE P
317505820052758		02/27/2020		0320-1	958994	170.52	03/13/2020	INV	PD	6004300499008602-STORE PU
310 WM. F. MEYER CO.										
S3795857.001		02/26/2020		0320-1	958995	7.07	03/13/2020	INV	PD	MAINT PARTS-FEB 2020
S3796168.001		02/28/2020		0320-1	958995	105.20	03/13/2020	INV	PD	MAINT PARTS - FEB 2020
188 MOTION INDUSTRIES INC										
IL10-682516		03/10/2020		0320-1	958996	445.15	03/13/2020	INV	PD	#80514201-MAINT PARTS - M
190 SID TOOL CO, INC										

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INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
28752282		03/04/2020		0320-1	958997	382.86	03/13/2020	INV	PD	#1622985-MAINT PARTS - MA	
209 NCL OF WISCONSIN INC											
435730		02/27/2020		0320-1	958998	960.98	03/13/2020	INV	PD	#17348-LAB SUPPLIES - FEB	
1168 NORTHERN TOOL & EQUIPMENT											
44348731		02/26/2020		0320-1	958999	2,699.00	03/13/2020	INV	PD	#283624081054111915-MAINT	
44357218		02/27/2020		0320-1	958999	703.93	03/13/2020	INV	PD	#283624081054111915-MAINT	
						3,402.93					
873 THE PITNEY BOWES BANK, INC											
21900		03/05/2020		0320-1	959000	35.32	03/13/2020	INV	PD	#8000909005198416-LATE FE	
876 PITNEY BOWES, INC											
3103773257		02/27/2020		0320-1	959001	180.06	03/13/2020	INV	PD	#0016631770-POSTAGE MACHI	
412 NESTLE WATERS NORTH AMERICA											
10C8100616302		03/06/2020		0320-1	959002	122.84	03/13/2020	INV	PD	#8100616302-BOTTLED WATER	
939 STAPLES CONTRACT & COMMERCIAL INC.											
3440918030		02/27/2020		0320-1	959003	116.63	03/13/2020	INV	PD	DET1680518-OFFICE SUPPLIE	
3441783374		03/05/2020		0320-1	959003	22.98	03/13/2020	INV	PD	#DET1680518-OFFICE SUPPLI	
3441783375		03/04/2020		0320-1	959003	50.18	03/13/2020	INV	PD	#DET160518-OFFICE SUPPLIE	
						189.79					
464 STRAND ASSOCIATES, INC.											
156862	20180005	01/14/2020		0320-1	959004	17,300.00	02/28/2020	INV	PD	ELECTRICAL DESIGN, ENG SV	
271 TERRACE SUPPLY COMPANY											
1009186		02/29/2020		0320-1	959005	48.14	03/13/2020	INV	PD	#315850-MAINT WELDING CYL	
1001 TROTTER AND ASSOCIATES, INC.											
16779	20200002	02/29/2020		0320-1	959006	15,600.00	03/13/2020	INV	PD	BIOSOLIDS DEWATERING IMP	
16780	20200002	02/29/2020		0320-1	959006	28,060.75	03/13/2020	INV	PD	BIOSOLIDS DEWATERING IMP	
16785	20200002	02/29/2020		0320-1	959006	17,000.00	03/13/2020	INV	PD	BIOSOLIDS DEWATERING IMP	
						60,660.75					
988 VERIZON WIRELESS SERVICES LLC											
9849562413		03/01/2020		0320-1	959007	229.83	03/13/2020	INV	PD	#842065533-00001-REMOTE S	
309 WILKENS-ANDERSON CO.											
S1188854.001		02/17/2020		0320-1	959008	207.15	03/13/2020	INV	PD	#3374-LAB SUPPLIES - FEB	
1296 ADVANCED WEIGHING SYSTEMS INC											

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INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
27749		02/26/2020		0320-2	959009	245.00	03/13/2020	INV	PD	LAB SCALES CALIBRATION/CE
881 AIRGAS, INC										
9500581222		02/29/2020		0320-2	959010	4,185.00	03/13/2020	INV	PD	#2024961-LIQUID OXYGEN -
95500585984		03/07/2020		0320-2	959010	4,820.78	03/13/2020	INV	PD	#2024961-LIQUID OXYGEN-FE
						9,005.78				
9 ALEXANDER CHEMICAL CORPORATION										
20573		01/23/2020		0320-2	959011	1,594.44	03/13/2020	INV	PD	#100255-CSO CHEMICALS - J
859 ANALYTICAL SOLUTION, INC										
I2005005		03/23/2020		0320-2	959012	580.00	03/31/2020	INV	PD	CHP GAS TESTING-MAR 2020
958 BAXTER & WOODMAN, INC.										
212150		03/20/2020		0320-2	959013	384.74	03/31/2020	INV	PD	#190974.30 NPDES PERMIT A
33 CALCO, LTD.										
AU52030		03/17/2020		0320-2	959014	169.00	03/31/2020	INV	PD	LAB CHEMICALS - MAR 2020
819 UNITED COMMUNICATIONS										
216019		03/15/2020		0320-2	959015	1,041.03	03/31/2020	INV	PD	#1209792-PHONE SERVICE MA
1138 CONSTELLATION ENERGY SERVICES INC										
2839294		03/10/2020		0320-2	959016	7,742.30	03/13/2020	INV	PD	#BG-11933
62 PADDOCK PUBLICATIONS, INC										
44642		03/07/2020		0320-2	959017	44.85	03/31/2020	INV	PD	#112117-IEPA LOAN LEGAL N
1072 GOLDSTINE, SKRODZKI, RUSSIAN, NEMEC AND HOFF LTD.										
150461		03/10/2020		0320-2	959018	50.00	03/31/2020	INV	PD	#14918-FIP LEGAL SERVICES
297 W.W. GRAINGER, INC.										
9475217825		03/16/2020		0320-2	959019	-289.46	03/16/2020	CRM	PD	801764762-CREDIT FOR RETU
9475899721		03/16/2020		0320-2	959019	115.70	03/16/2020	INV	PD	#801764762-MAINT PARTS -
9484770616		03/24/2020		0320-2	959019	215.52	03/31/2020	INV	PD	#801764762-ELECTRICAL SUP
						41.76				
124 HOME DEPOT USA, INC										
1030164		02/26/2020		0320-2	959020	95.77	03/16/2020	INV	PD	#7114-MAINT MOVING EQUIPM
1030215		02/26/2020		0320-2	959020	16.21	03/16/2020	INV	PD	#7114-ELECTRICAL SUPPLIES
1260486		02/26/2020		0320-2	959020	15.77	03/16/2020	INV	PD	#7114- MAINT SUPPLIES FEB
1521388		02/26/2020		0320-2	959020	140.56	03/16/2020	INV	PD	#7114-OPERATIONS PAINTING
2010687		02/25/2020		0320-2	959020	150.89	03/16/2020	INV	PD	#7114-MAINT SUPPLIES - FE

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INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2202645		02/25/2020		0320-2	959020	1,999.95	03/31/2020	INV	PD	#7114-HOSES FOR PLANT SHU
3124770		03/05/2020		0320-2	959020	99.98	03/16/2020	INV	PD	#7114-MAINT SUPPLIES - MA
						<b>2,519.13</b>				
666 LABSOURCE, INC.										
6517152		03/12/2020		0320-2	959021	433.90	03/31/2020	INV	PD	#1001941041-OPERATIONS GL
157 LEN'S ACE HARDWARE, INC.										
94393-3		03/05/2020		0320-2	959022	15.98	03/16/2020	INV	PD	#331050-SAFETY SUPPLIES-M
94473-3		03/10/2020		0320-2	959022	4.80	03/16/2020	INV	PD	#331050-MAINT MISC SUPPLI
94561-3		03/16/2020		0320-2	959022	3.59	03/31/2020	INV	PD	#331050-OPERATIONS SUPPLI
94620.-3		03/20/2020		0320-2	959022	7.99	03/31/2020	INV	PD	#331050-JANITORIAL SUPPLI
						<b>32.36</b>				
171 MCMASTER-CARR SUPPLY CO.										
36528456		03/10/2020		0320-2	959023	261.55	03/31/2020	INV	PD	#7735700-MAINT TOOLS - MA
188 MOTION INDUSTRIES INC										
IL10-683152		03/19/2020		0320-2	959024	73.80	03/31/2020	INV	PD	#80514201-MAINT PARTS - M
1168 NORTHERN TOOL & EQUIPMENT										
44427779		03/12/2020		0320-2	959025	449.00	03/31/2020	INV	PD	#19902-MAINT TOOL PURCHAS
237 RANDALL PRESSURE SYSTEMS, INC.										
I-32512-0		03/12/2020		0320-2	959026	243.02	03/31/2020	INV	PD	#334020-M IANT SUPPLIES -
1226 RC CLEANING COMPANY										
21930		03/16/2020		0320-2	959027	1,020.00	03/31/2020	INV	PD	JANITORIAL SVCS - MAR 202
1329 SIMPLYFLY, LLC										
9818-A		01/27/2020		0320-2	959028	75.00	03/31/2020	INV	PD	BRAGA DRONE CERTIFIATION
9819-A		02/03/2020		0320-2	959028	205.00	03/31/2020	INV	PD	BRAGA DRONE TRAINING - FB
9995		02/28/2020		0320-2	959028	112.50	03/31/2020	INV	PD	CHEJLAVA - DRONE TRAINING
						<b>392.50</b>				
939 STAPLES CONTRACT & COMMERCIAL INC.										
3438952852-A		02/03/2020		0320-2	959029	55.16	03/31/2020	INV	PD	DET1680518-CLEANING SUPPL
3438952853-A		02/03/2020		0320-2	959029	57.45	03/31/2020	INV	PD	DET1680518-LUNCHROOM SUPP
3442452087		03/04/2020		0320-2	959029	19.28	03/31/2020	INV	PD	#DET1680518-OFFICE SUPPLI
3443148310		03/17/2020		0320-2	959029	175.48	03/31/2020	INV	PD	DET1680518 - LUNCHROOM SU
						<b>307.37</b>				
738 SUBURBAN LABORATORIES, INC.										
171032		11/08/2019		0320-2	959030	370.50	03/31/2020	INV	PD	TESTING FEES - OVERTON GE
171033		11/08/2019		0320-2	959030	370.50	03/31/2020	INV	PD	TESTING FEES-EM COATING-N

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INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
174637		03/16/2020		0320-2	959030	370.50	03/31/2020	INV	PD	TESTING FEES-OVERTON GEAR
174638		03/16/2020		0320-2	959030	370.50	03/31/2020	INV	PD	TESTING FEES -EM COATING
174880		03/26/2020		0320-2	959030	572.00	03/31/2020	INV	PD	LAB SERVICES - MAR 2020
						<b>2,054.00</b>				
289 HD SUPPLY FACILITIES MAINT LTD										
171598		03/12/2020		0320-2	959031	55.76	03/31/2020	INV	PD	#222656-LAB SUPPLIES - MA
172230		03/12/2020		0320-2	959031	19.80	03/31/2020	INV	PD	#222656-LAB SUPPLIES - MA
172231		03/12/2020		0320-2	959031	31.85	03/31/2020	INV	PD	#222656-LAB SUPPLIES - MA
						<b>107.41</b>				
1190 VIKING CHEMICAL COMPANY										
91664		03/06/2020		0320-2	959032	1,589.00	03/13/2020	INV	PD	#10580-UV BULB CLEANING C
1164 WIL-LOC, INC.										
21323		03/02/2020		0320-2	959033	1,121.07	03/13/2020	INV	PD	#GLENBA-HOSE CONNECTIN HA
309 WILKENS-ANDERSON CO.										
S1189326.001		03/16/2020		0320-2	959034	236.10	03/31/2020	INV	PD	#3374-LAB SUPPLIES - MAR
881 AIRGAS, INC										
9500586211		03/14/2020		0320-2	959035	7,554.01	03/31/2020	INV	PD	#2024961-LIQUID OXYGEN-MA
9500586437		03/21/2020		0320-2	959035	6,300.46	03/31/2020	INV	PD	#2024961-LIQUID OXYGEN DE
						<b>13,854.47</b>				
1124 BLACK & VEATCH CORPORATION										
1316572	20160007	03/18/2020		0320-2	959036	27,144.98	03/31/2020	INV	PD	CONSTRUCTION OVERSIGHT FI
994 DIRECT ENERGY MARKETING, INC.										
200790041547193		03/19/2020		0320-2	959037	39,183.46	03/31/2020	INV	PD	#1152328-ELECTRICAL SERVI
1212 RJN GROUP, INC										
30500101	20200001	03/17/2020		0320-2	959038	19,298.00	03/31/2020	INV	PD	YR 2 FLOW MONITORING
1331 SWIFTCOMPLY US OPCO INC.										
INV-7419		03/12/2020		0320-2	959039	6,775.00	03/31/2020	INV	PD	ANNUAL FOG-PUMP OUT TRACK
1271 SYNAGRO-WWT										
13013		02/29/2020		0320-2	959040	15,960.00	03/31/2020	INV	PD	SLUDGE HAULING - FEB 2020
881 AIRGAS, INC										
9500586639		03/28/2020		0420-1	959042	5,462.49	05/15/2020	INV	PD	#2024961-LIQUID OXYGEN -
9500591361		04/04/2020		0420-1	959042	8,187.24	05/15/2020	INV	PD	#2024961-LIQUID OXYGEN -
9500591597		04/11/2020		0420-1	959042	6,411.06	05/15/2020	INV	PD	#2024961-LIQUID OXYGEN -

**VENDOR INVOICE LIST**

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
9969518490		04/04/2020		0420-1	959042	66.25	05/15/2020	INV	PD	#2024961-CYLINDER RENTAL	
819 UNITED COMMUNICATIONS						20,127.04					
227548		04/15/2020		0420-1	959043	1,061.82	05/15/2020	INV	PD	#1209792-PHNE SVC - APR/M	
37 CDW GOVERNMENT, INC.											
WSZ3271		02/10/2020		0420-1	959044	54.87	05/15/2020	INV	PD	#4019735-ELECTRICAL COMPU	
47 CINTAS CORPORATION #769											
4046599842		03/27/2020		0420-1	959045	169.90	05/15/2020	INV	PD	#14944758-MAINT SHOP TOWE	
1218 COLLEY ELEVATOR CO.											
195820		04/01/2020		0420-1	959046	198.00	05/15/2020	INV	PD	#BE0945-ELEVATOR SVC - AP	
490 COMCAST CABLE COMMUNICATIONS, LLC											
21978		03/25/2020		0420-1	959047	204.81	05/15/2020	INV	PD	8771200570017919-INTERNET	
1191 ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.											
93813095		04/01/2020		0420-1	959048	800.00	05/15/2020	INV	PD	#529177-GIS SOFTWARE RENE	
1269 FIRST FENCE, INC.											
35869		04/03/2020		0420-1	959049	510.00	05/15/2020	INV	PD	FENCING INSTALLATIONS - A	
293 VILLAGE OF GLEN ELLYN											
22012		04/01/2020		0420-1	959050	649.42	04/15/2020	INV	PD	#610130-WATER SVC - FEB 2	
22013		04/01/2020		0420-1	959050	19.86	04/15/2020	INV	PD	#432720-WATER SVC - JAN/F	
1178 GOVCONNECTION, INC						669.28					
57617572		03/27/2020		0420-1	959051	2,043.71	05/15/2020	INV	PD	#14278877-SOFTWARE LICENS	
297 W.W. GRAINGER, INC.											
9496768608		04/06/2020		0420-1	959052	142.32	05/15/2020	INV	PD	#801764762-JANITORIAL SUP	
9497653262		04/07/2020		0420-1	959052	199.18	05/15/2020	INV	PD	#801764762-JANITORIAL SUP	
9497863432		04/07/2020		0420-1	959052	418.44	05/15/2020	INV	PD	#801764762-ELECTRICLA SUP	
743 GROOT, INC						759.94					
5282307		04/01/2020		0420-1	959053	323.51	05/15/2020	INV	PD	#310769434001-REFUSE SVC	
985 HOLSTEINS GARAGE											
1234		03/31/2020		0420-1	959054	35.00	04/15/2020	INV	PD	SAFETY LANE INSPECTION #6	

**VENDOR INVOICE LIST**

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
124 HOME DEPOT USA, INC											
1903752		04/06/2020		0420-1	959055	27.42	04/15/2020	INV	PD	#7114-MAINT SUPPLIES - AP	
1147 ILLINOIS AMERICAN WATER COMPANY											
21988		03/24/2020		0420-1	959056	128.19	04/15/2020	INV	PD	#1025-220008432566-WATER	
185 KONICA MINOLTA BUSINESS SOLUTIONS INC											
9006629383		03/25/2020		0420-1	959057	97.81	04/15/2020	INV	PD	#146316-COPIER USAGE - FE	
1333 LOGSDON STATIONERS, INC											
1080891-001		03/19/2020		0420-1	959058	31.98	04/15/2020	INV	PD	JANITORIAL SUPPLIES - MAR	
295 VILLAGE OF LOMBARD											
22014		04/03/2020		0420-1	959059	14.55	04/15/2020	INV	PD	#30042-001- CSO WATER SVC	
22015		04/03/2020		0420-1	959059	23.27	04/15/2020	INV	PD	#31774-001-WATER SVC - FE	
						37.82					
171 MCMASTER-CARR SUPPLY CO.											
37461843		03/30/2020		0420-1	959060	20.88	04/15/2020	INV	PD	#7735700-MAINT SUPPLIES-M	
37535965		03/31/2020		0420-1	959060	53.01	04/15/2020	INV	PD	#7735700-MAINT SUPPLIES -	
37895400		04/08/2020		0420-1	959060	71.45	04/15/2020	INV	PD	#7735700-JANITORIAL SUPPL	
37900295		04/08/2020		0420-1	959060	36.20	04/15/2020	INV	PD	#7735700-MAINT TOOLS - AP	
						181.54					
1223 CAPITAL ONE NATIONAL ASSN											
317509220128360		04/01/2020		0420-1	959061	24.22	04/15/2020	INV	PD	6004300499008602-MAINT SU	
1142 GENUINE PARTS CO-NAPA											
0701-547306		03/20/2020		0420-1	959062	19.98	04/15/2020	INV	PD	#13643-JANITORIAL SUPPLIE	
209 NCL OF WISCONSIN INC											
437780		04/10/2020		0420-1	959063	705.04	04/15/2020	INV	PD	#17348-LAB SUPPLIES - APR	
412 NESTLE WATERS NORTH AMERICA											
10D8100616302		04/07/2020		0420-1	959064	140.84	04/15/2020	INV	PD	#8100616302-BOTTLED WATER	
1212 RJN GROUP, INC											
341505	20190005	04/02/2020		0420-1	959065	2,513.74	04/15/2020	INV	PD	MANHOLE INSPECTION	
1334 RUNCO OFFICE SUPPLY & EQUIPMENT CO											
785921-0		04/10/2020		0420-1	959066	73.00	04/15/2020	INV	PD	#7758-BID STAMP - APR 202	

**VENDOR INVOICE LIST**

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
939 STAPLES CONTRACT & COMMERCIAL INC.										
3436082575		01/09/2020		0420-1	959067	39.99	04/15/2020	INV	PD	DET1680518-OFFICE SUPPLIE
3443650728		03/23/2020		0420-1	959067	-39.99	03/23/2020	CRM	PD	#DET1680518-RETURNED MERC
3443650729		03/23/2020		0420-1	959067	59.99	03/23/2020	INV	PD	#DET1680518-OFFICE SUPPLI
3443650730		03/23/2020		0420-1	959067	95.99	03/23/2020	INV	PD	#DET1680518-SANITIZING SU
3445046152		04/06/2020		0420-1	959067	79.11	04/15/2020	INV	PD	DET1680518-SUPPLIES - APR
						<b>235.09</b>				
738 SUBURBAN LABORATORIES, INC.										
175059		03/31/2020		0420-1	959068	922.00	04/15/2020	INV	PD	LAB SERVICES - FEB 2020
271 TERRACE SUPPLY COMPANY										
1010168		03/31/2020		0420-1	959069	51.46	04/15/2020	INV	PD	#315850-WEDLING GAS CYLIN
988 VERIZON WIRELESS SERVICES LLC										
9851661935		04/01/2020		0420-1	959070	228.78	04/15/2020	INV	PD	#842065533-00001-REMOTE S
309 WILKENS-ANDERSON CO.										
S1189338.001		03/24/2020		0420-1	959071	460.86	04/15/2020	INV	PD	#3374-LAB SUPPLIES - MAR
881 AIRGAS, INC										
90998595780A	20200004	03/31/2020		0420-2	959072	1,500.00	04/30/2020	INV	PD	VAPORIZERS/AIRGAS LEASE
9500591802		04/18/2020		0420-2	959072	4,615.08	04/30/2020	INV	PD	#2024961-LIQUID OXYGEN -
9500592000		04/25/2020		0420-2	959072	9,121.66	04/30/2020	INV	PD	#2024961-LIQUID OXYGEN -
						<b>15,236.74</b>				
1249 AQUAFIX, INC.										
31071		04/09/2020		0420-2	959073	839.50	04/30/2020	INV	PD	ODOR MANAGEMENT CHEMICAL
24 BERLAND'S INC										
361712		04/15/2020		0420-2	959074	25.99	04/30/2020	INV	PD	#733-MAINT TOOLS - APR 20
1124 BLACK & VEATCH CORPORATION										
1319111	20160007	04/23/2020		0420-2	959075	26,246.01	04/30/2020	INV	PD	CONSTRUCTION OVERSIGHT FI
1160 CHICAGO METROPOLITAN FIRE PREVENTION CO.										
IN00331784		04/05/2020		0420-2	959076	177.00	04/30/2020	INV	PD	#CN0000007405-ALARM MONIT
1307 CONSERV FS INC										
104011371		04/15/2020		0420-2	959077	273.68	04/30/2020	INV	PD	#809450-VVLS GENERATOR FU
1138 CONSTELLATION ENERGY SERVICES INC										
2870466		04/13/2020		0420-2	959078	5,757.53	04/30/2020	INV	PD	#BG-11933



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
994 DIRECT ENERGY MARKETING, INC.											
201070041830936		04/16/2020		0420-2	959079	41,668.68	04/30/2020	INV	PD	#1152328-ELECTRIC USAGE M	
74 DREISILKER ELECTRIC MOTORS INC											
I151006		04/15/2020		0420-2	959080	652.50	04/30/2020	INV	PD	#294445-ELECTRICAL MOTOR	
1072 GOLDSTINE, SKRODZKI, RUSSIAN, NEMEC AND HOFF LTD.											
151065		04/09/2020		0420-2	959081	320.00	04/30/2020	INV	PD	#14918-00001-MISC LEGAL S	
151066		04/09/2020		0420-2	959081	1,980.00	04/30/2020	INV	PD	#14918-FIP LEGAL SVCS - M	
						2,300.00					
297 W.W. GRAINGER, INC.											
9514524801		04/24/2020		0420-2	959082	124.32	04/30/2020	INV	PD	#801764762-ELECTRICAL SUP	
1147 ILLINOIS AMERICAN WATER COMPANY											
22036		04/23/2020		0420-2	959083	132.30	04/30/2020	INV	PD	#1025220008432566-VVLS WA	
1278 TYCO FIRE & SECURITY (US) MANAGEMENT, INC.											
34153867		04/11/2020		0420-2	959084	130.44	04/30/2020	INV	PD	#01300133259417-ALARM SVC	
34153869		04/11/2020		0420-2	959084	138.00	04/30/2020	INV	PD	#01300133268280-GWA PLANT	
						268.44					
1264 LAWSON PRODUCTS INC											
9307419143		02/26/2020		0420-2	959085	138.16	04/30/2020	INV	PD	#10274594-MAINT PARTS - F	
157 LEN'S ACE HARDWARE, INC.											
94794-3		04/09/2020		0420-2	959086	14.37	04/30/2020	INV	PD	#331050-MAINT SUPPLIES -	
94941-3		04/22/2020		0420-2	959086	34.17	04/30/2020	INV	PD	#331050-MAINT SUPPLIES-AP	
94949-3		04/23/2020		0420-2	959086	3.14	04/30/2020	INV	PD	#331050-OPERATIONS SUPPLI	
						51.68					
171 MCMASTER-CARR SUPPLY CO.											
38005500		04/10/2020		0420-2	959087	95.13	04/30/2020	INV	PD	#7735700-MAINT TOOLS - AP	
38252496		04/16/2020		0420-2	959087	24.65	04/30/2020	INV	PD	#7735700-MAINT SUPPLIES -	
						119.78					
1222 MEADE ELECTRIC COMPANY, INC											
449964		04/23/2020		0420-2	959088	2,305.47	04/30/2020	INV	PD	#17860-ELECTRICAL SVC/REP	
1223 CAPITAL ONE NATIONAL ASSN											
317511220069168		04/21/2020		0420-2	959089	11.59	04/30/2020	INV	PD	#6004300499008602-MAINT S	
1156 ROGUE BEAGLE INITIATIVE, LLC											

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
22051		04/22/2020		0420-2	959090	543.93	04/30/2020	INV	PD	GWA PEST CONTROL NORTH PR
1142 GENUINE PARTS CO-NAPA										
0701-549416		04/16/2020		0420-2	959091	13.87	04/30/2020	INV	PD	#13643-MISC SUPPLIES - AP
0701-549417		04/16/2020		0420-2	959091	-3.29	04/30/2020	CRM	PD	#13643-PRICE REFUND - APR
0701-549575		04/17/2020		0420-2	959091	9.29	04/30/2020	INV	PD	#13643-MAINT TOOLS - APR
0701-549693		04/20/2020		0420-2	959091	12.99	04/30/2020	INV	PD	#13643-COVID CLEANING SUP
						<b>32.86</b>				
759 NORTHERN SAFETY CO., INC.										
903912107		04/13/2020		0420-2	959092	85.92	04/30/2020	INV	PD	#10970382-COVID CLENAING
1006 PHENOVA, INC.										
158595		03/24/2020		0420-2	959093	784.76	04/30/2020	INV	PD	#GWW-100-LAB SUPPLIES - M
224 POLYDYNE INC										
1443902		03/30/2020		0420-2	959094	7,797.00	04/15/2020	INV	PD	#103379-POLYMER - MAR 202
1447091		04/06/2020		0420-2	959094	2,599.00	04/30/2020	INV	PD	#103379-POLYMNER - APR 202
						<b>10,396.00</b>				
1212 RJN GROUP, INC										
30500102	20200001	04/06/2020		0420-2	959095	9,649.00	04/15/2020	INV	PD	YR 2 FLOW MONITORING
939 STAPLES CONTRACT & COMMERCIAL INC.										
3445390816		04/17/2020		0420-2	959096	15.19	04/30/2020	INV	PD	DET1680518-OFFICE SUPPLIE
3445390817		04/17/2020		0420-2	959096	55.96	04/30/2020	INV	PD	DET1680518-OFFICE SUPPLIE
3445390818		04/17/2020		0420-2	959096	49.16	04/30/2020	INV	PD	DET1680518-CLEANING SUPPL
						<b>120.31</b>				
464 STRAND ASSOCIATES, INC.										
158661	20180005	03/12/2020		0420-2	959097	7,979.67	04/30/2020	INV	PD	ELECTRICAL DESIGN, ENG SV
158945	20180012	04/08/2020		0420-2	959097	1,817.04	04/30/2020	INV	PD	HVAC REHABILITATION DESIG
159271	20180005	04/13/2020		0420-2	959097	8,878.39	04/30/2020	INV	PD	ELECTRICAL DESIGN, ENG SV
						<b>18,675.10</b>				
1271 SYNAGRO-WWT										
13579		03/31/2020		0420-2	959098	20,032.80	04/15/2020	INV	PD	#3430-SLUDE HAULING/TIRE
1001 TROTTER AND ASSOCIATES, INC.										
16901	20200002	03/31/2020		0420-2	959099	7,157.25	04/30/2020	INV	PD	BIOSOLIDS DEWATERING IMP
16902	20200002	03/31/2020		0420-2	959099	51,000.00	04/30/2020	INV	PD	BIOSOLIDS DEWATERING IMP
16903	20200002	03/31/2020		0420-2	959099	6,910.90	04/30/2020	INV	PD	BIOSOLIDS DEWATERING IMP
						<b>65,068.15</b>				
477 UNITED PARCEL SERVICE, INC										

**VENDOR INVOICE LIST**

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
9YF103160		04/18/2020		0420-2	959100	7.97	04/30/2020	INV	PD	#9YF103-UPS SHIPPING SVCS
										988 VERIZON WIRELESS SERVICES LLC
9852823746		04/18/2020		0420-2	959101	591.55	04/30/2020	INV	PD	#687026363-00001 CELL SVC
										1135 LIBERTY PROCESS EQUIPMENT, INC.
82392-IN		04/15/2020		0420-2	959102	471.98	04/30/2020	INV	PD	#GLEWWA-MAINT PARTS - APR
<b>243 INVOICES</b>						<b>2,245,284.05</b>				

\*\* END OF REPORT - Generated by Lori Thomas \*\*

**GLENBARD WASTEWATER AUTHORITY  
APPROVAL OF VOUCHERS  
For the meeting in June 2020**

<b>EXPENDITURES:</b>	<b>Check Date</b>	<b>Paid Amount</b>	
Accounts Payable Warrant 0520-1	5/19/2020	\$ 283,064.13	
Accounts Payable Warrant 0520-2	5/29/2020	\$ 196,467.75	
		<u>\$ 479,531.88</u>	<b>Warrant Total \$ <u>479,531.88</u></b>

<b>PAYROLL EXPENDITURES:</b>	<b>May 8, 2020</b>	<b>May 22, 2020</b>	
Net Employee Payroll Checks	<u>\$ 36,726.91</u>	<u>\$ 37,288.36</u>	
 <b><u>Employee &amp; Employer Payroll Deductions:</u></b>			
Employee Deductions*	\$ 19,348.61	\$ 19,599.18	
IMRF - Employer contribution	\$ 4,758.48	\$ 4,864.75	
Social Security/Medicare Tax Withheld - Employer portion	\$ 4,084.81	\$ 4,131.00	
<b>Total Payroll</b>	<u><b>\$ 64,918.81</b></u>	<u><b>\$ 65,883.29</b></u>	<u><b>\$ 130,802.10</b></u>
			<b>GRAND TOTAL \$ <u>610,333.98</u></b>

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
1221 BOLLER CONSTRUCTION CO, INC										
PAYMENT 29	20170007	04/30/2020		0520-2	2726	160,383.45	05/29/2020	DIR	PD	FACILITY IMPROVEMENT PROJ
1234 NISSEN ENERGY INC										
168		10/12/2019		0520-2	2727	639.00	05/29/2020	DIR	PD	PARTS AND LABOR FOR CHP S
1207 1ST AYD CORPORATION										
PSI358248		04/10/2020		0520-1	959103	135.31	05/14/2020	INV	PD	#6307901901-MAINT HAND SA
881 AIRGAS, INC										
9100781770	20200004	04/30/2020		0520-1	959104	1,500.00	05/14/2020	INV	PD	VAPORIZERS/AIRGAS LEASE-
9500596582		05/02/2020		0520-1	959104	4,270.37	05/14/2020	INV	PD	#2024961-LIQUID OXYGEN -
9500596847		05/09/2020		0520-1	959104	9,155.10	05/14/2020	INV	PD	#2024961-LIQUID OXYGEN V-
9970249581		05/02/2020		0520-1	959104	66.94	05/14/2020	INV	PD	#2024961-ELECTRICAL CALIB
						14,992.41				
9 ALEXANDER CHEMICAL CORPORATION										
23954		04/27/2020		0520-1	959105	3,189.08	05/14/2020	INV	PD	#100255-CSO HYPO CHLORITE
1130 ALFA LAVAL INC										
280026287		05/12/2020		0520-1	959106	244.81	05/14/2020	INV	PD	#E78270-MAINT SUPPLIES -
218 PATTEN INDUSTRIES, INC.										
pm600289225		04/29/2020		0520-1	959107	1,891.00	05/14/2020	INV	PD	#1512901-VVLS GENERATOR T
859 ANALYTICAL SOLUTION, INC										
I2005022		04/27/2020		0520-1	959108	590.00	05/14/2020	INV	PD	CHP GAS TESTING-APR 2020
1117 ANCO STEEL COMPANY INC										
311507		05/05/2020		0520-1	959109	538.00	05/14/2020	INV	PD	MAINT METAL STOCK - MAY 2
1260 APPLIED INDUSTRIAL TECHNOLOGIES INC										
7018835957		05/01/2020		0520-1	959110	328.77	05/14/2020	INV	PD	#1251999-MAINT PARTS - MA
1306 C&E FIRE PROTECTION INC										
7205		04/27/2020		0520-1	959111	1,265.00	05/14/2020	INV	PD	5 YEAR SPRINKLER SYSTEM I
819 UNITED COMMUNICATIONS										
239008		05/15/2020		0520-1	959112	1,056.68	05/15/2020	INV	PD	#1209792- PHONE USAGE MAY
1100 CARLSON PAINT, GLASS & ART STORES, INC.										

**VENDOR INVOICE LIST**

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
G151432		04/16/2020		0520-1	959113	304.75	05/15/2020	INV	PD	NEW SCREENS-APR 2020
	47 CINTAS CORPORATION #769									
4048897024		04/24/2020		0520-1	959114	169.90	05/15/2020	INV	PD	#14924503-MAINT SHOP TOWE
	768 CINTAS FIRST AID & SAFETY									
8404616100		05/01/2020		0520-1	959115	330.35	05/15/2020	INV	PD	#10127979-FIRST AID SUPPL
	1218 COLLEY ELEVATOR CO.									
196871		05/01/2020		0520-1	959116	198.00	05/15/2020	INV	PD	#BE0945-MONTHLY ELEVATOR
	74 DREISILKER ELECTRIC MOTORS INC									
I152239		05/06/2020		0520-1	959117	544.04	05/15/2020	INV	PD	#294445-ELECTRICAL MOTORS
	582 DUPAGE COUNTY TREASURER									
22156		05/07/2020		0520-1	959118	8,547.54	05/15/2020	INV	PD	0524302015-PROP TAXES SUN
	1193 EVERGREEN LAWN CARE, INC.									
15345		04/30/2020		0520-1	959119	250.00	05/15/2020	INV	PD	LAWN SVC SUNNYBROOK PROPE
	917 GENERAL SUPPLY & SERVICES INC.									
S127284902.001		03/03/2020		0520-1	959120	364.08	05/15/2020	INV	PD	#687547-ELECTRICAL PARTS
	293 VILLAGE OF GLEN ELLYN									
22152		05/01/2020		0520-1	959121	1,027.76	05/15/2020	INV	PD	#610130-WATER SVC - MAR 2
22153		05/01/2020		0520-1	959121	19.86	05/15/2020	INV	PD	#432720-WATER SVC - FEB/M
	297 W.W. GRAINGER, INC.									
9516805786		04/28/2020		0520-1	959122	26.00	05/15/2020	INV	PD	#801764762-ELECTRICAL SUP
	743 GROOT, INC									
5465006		05/01/2020		0520-1	959123	365.51	05/15/2020	INV	PD	#310769434001-REFUSE SVC
	119 HACH COMPANY									
11715131		11/07/2019		0520-1	959124	321.68	11/15/2019	INV	PD	#071607-SAMPLER SOLUTIONS
11722517		11/13/2019		0520-1	959124	126.06	11/26/2019	INV	PD	#71607-ANALYZER SUPPLIES
11759774		12/13/2019		0520-1	959124	441.83	12/27/2019	INV	PD	#071607-ANALYZER SOLUTION
11838587		02/13/2020		0520-1	959124	79.77	02/28/2020	INV	PD	#07107-LAB SUPPLIES - FEB
11843718		02/18/2020		0520-1	959124	139.00	02/28/2020	INV	PD	#071607-LAB EQUIPMENT PAR
11847425		02/20/2020		0520-1	959124	119.18	02/28/2020	INV	PD	#071607-LAB SUPPLIES - FE
11856004		02/26/2020		0520-1	959124	321.68	03/13/2020	INV	PD	#71607-ELECTRICAL ANALYZER
11941971		05/01/2020		0520-1	959124	5,778.00	05/15/2020	INV	PD	#71607-ANNUAL SVC AGREEME
2170910		10/09/2019		0520-1	959124	-2,914.00	10/09/2019	CRM	PD	#071607-RETURNED BROKEN S

**VENDOR INVOICE LIST**

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
						4,413.20					
985 HOLSTEINS GARAGE											
1268		04/30/2020		0520-1	959125	35.00	05/15/2020	INV	PD	SAFETY LANE INSPECTION #6	
124 HOME DEPOT USA, INC											
2904375		04/15/2020		0520-1	959126	49.99	04/21/2020	INV	PD	#7114-MAINT PARTS - APR 2	
3037026		04/24/2020		0520-1	959126	48.81	05/15/2020	INV	PD	#7114-ELECTRICAL SUPPLIES	
3037049		04/24/2020		0520-1	959126	56.42	05/15/2020	INV	PD	#7114-ELECTRICAL SUPPLIES	
7901621		04/21/2020		0520-1	959126	14.47	04/21/2020	INV	PD	#7114-MAINT PART - APR 20	
7901622		04/21/2020		0520-1	959126	19.36	04/21/2020	INV	PD	#7114-MAINT SUPPLIES - AP	
7905380		04/20/2020		0520-1	959126	20.91	04/21/2020	INV	PD	#7114-MAINT SUPPLIES - AP	
7905392		04/21/2020		0520-1	959126	-20.91	04/21/2020	CRM	PD	#7114-MERCHANDISE RETURN	
						189.05					
1023 HUBER TECHNOLOGY											
CD10019607		03/27/2020		0520-1	959127	742.00	05/15/2020	INV	PD	#122494-ELECTRICAL PARTS	
593 INTERNATIONAL SOCIETY OF AUTOMATION											
22118		04/02/2020		0520-1	959128	130.00	05/15/2020	INV	PD	#32223968-FREEMAN RENEWAL	
185 KONICA MINOLTA BUSINESS SOLUTIONS INC											
9006719119		04/25/2020		0520-1	959129	32.81	05/15/2020	INV	PD	#146316-COPIER USAGE - MA	
1133 LAUTERBACH & AMEN, LLP											
44101		03/06/2020		0520-1	959130	9,700.00	04/30/2020	INV	PD	GWA AUDIT SVCS - THROUGH	
1189 LEAHY-WOLF COMPANY											
396149		04/30/2020		0520-1	959131	1,846.00	05/15/2020	INV	PD	CHP ENGINE OIL-APR 2020	
157 LEN'S ACE HARDWARE, INC.											
95013-3		04/29/2020		0520-1	959132	14.38	05/15/2020	INV	PD	#331050-MAINT SUPPLIES -	
950143		04/29/2020		0520-1	959132	11.98	05/15/2020	INV	PD	#331050-MAINT SUPPLIES - A	
						26.36					
1333 LOGSDON STATIONERS, INC											
1082848-001		05/07/2020		0520-1	959133	46.14	05/15/2020	INV	PD	#135872-01-OFFICE SUPPLIE	
295 VILLAGE OF LOMBARD											
22154		05/03/2020		0520-1	959134	14.55	05/15/2020	INV	PD	#31774-001-WATER SVC MAR	
22155		05/03/2020		0520-1	959134	249.99	05/15/2020	INV	PD	#30042-001-CSO WATER SVC	
						264.54					
171 MCMASTER-CARR SUPPLY CO.											

**VENDOR INVOICE LIST**

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
38630444		04/24/2020		0520-1	959135	189.96	05/15/2020	INV	PD	#7735700-MAINT SUPPLIES -
38834149		04/29/2020		0520-1	959135	68.53	05/15/2020	INV	PD	#7735700-MAITN SUPPLIES -
39190797		05/06/2020		0520-1	959135	34.53	05/15/2020	INV	PD	#7735700-ELECTRICAL SUPPL
						<b>293.02</b>				
1223 CAPITAL ONE NATIONAL ASSN										
317511520084841		04/24/2020		0520-1	959136	91.46	05/15/2020	INV	PD	#6004300499008602-MAINT S
317512120053488		04/30/2020		0520-1	959136	55.58	05/15/2020	INV	PD	#6004300499008602-MAINT S
317512120087679		04/30/2020		0520-1	959136	96.83	05/15/2020	INV	PD	#6004300499008602-MAINT S
						<b>243.87</b>				
407 MUNICIPAL INS COOPERATIVE AGENCY										
22130		05/01/2020		0520-1	959137	137,756.00	05/15/2020	INV	PD	2020-2021-PREMIUM TOTAL
1142 GENUINE PARTS CO-NAPA										
0701-550699		04/30/2020		0520-1	959138	25.98	05/15/2020	INV	PD	#13643-SUPPLIES FOR WIPES
209 NCL OF WISCONSIN INC										
438573		04/29/2020		0520-1	959139	295.25	05/15/2020	INV	PD	#17348-LAB SUPPLIES - APR
438574		04/29/2020		0520-1	959139	483.96	05/15/2020	INV	PD	#17348-LAB SUPPLIES - APR
						<b>779.21</b>				
876 PITNEY BOWES, INC										
3103918611		04/29/2020		0520-1	959140	180.06	05/15/2020	INV	PD	#16631770-POSTAGE MACHINE
226 PORTER PIPE AND SUPPLY CO										
12052246-00		04/20/2020		0520-1	959141	670.40	04/30/2020	INV	PD	#1823-MAINT PIPE STOCK -
12057199-00		05/01/2020		0520-1	959141	-410.32	05/01/2020	CRM	PD	#1823-CREDIT FOR RETURNED
						<b>260.08</b>				
233 PVS MINIBULK, INC										
146287		05/05/2020		0520-1	959142	7,655.31	05/15/2020	INV	PD	#143449-CSO THIOSULFATE C
986 RAINBOW ELECTRIC COMPANY										
MRINV9791		04/28/2020		0520-1	959143	1,235.96	05/15/2020	INV	PD	#10509-ELECTRICAL PARTS -
412 NESTLE WATERS NORTH AMERICA										
10E8100616302		05/06/2020		0520-1	959144	56.90	05/15/2020	INV	PD	#8100616302-BOTTLED WATER
1212 RJN GROUP, INC										
30500103	20200001	05/11/2020		0520-1	959145	9,649.00	05/15/2020	INV	PD	YR 2 FLOW MONITORING
939 STAPLES CONTRACT & COMMERCIAL INC.										
3446420901		04/17/2020		0520-1	959146	45.39	05/15/2020	INV	PD	#DET1680518-SUPPLIES FOR



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
464 STRAND ASSOCIATES, INC.										
158150	20180012	03/10/2020		0520-1	959147	5,685.18	05/15/2020	INV	PD	HVAC REHABILITATION DESIG
738 SUBURBAN LABORATORIES, INC.										
175755		04/29/2020		0520-1	959148	370.50	05/15/2020	INV	PD	LAB SVCS - OVERTON GEAR -
175756		04/29/2020		0520-1	959148	370.50	05/15/2020	INV	PD	LAB SVCS - ROTO METRICS -
175757		04/29/2020		0520-1	959148	370.50	05/15/2020	INV	PD	LAB SVCS - E/M COATINGS -
175814		04/29/2020		0520-1	959148	572.00	05/15/2020	INV	PD	LAB SVCS-MONTHLY NPDES TE
175857		04/30/2020		0520-1	959148	586.00	05/15/2020	INV	PD	LAB SVCS-PERMIT TESTING A
						<b>2,269.50</b>				
271 TERRACE SUPPLY COMPANY										
1011138		04/30/2020		0520-1	959149	49.80	05/15/2020	INV	PD	#315850-WELDING GASES TAN
1001 TROTTER AND ASSOCIATES, INC.										
17001	20200002	04/30/2020		0520-1	959150	62,820.00	05/15/2020	INV	PD	BIOSOLIDS DEWATERING IMP
477 UNITED PARCEL SERVICE, INC										
9YF103180		05/02/2020		0520-1	959151	26.12	05/15/2020	INV	PD	#9YF103-SHIPPING SVCS - A
988 VERIZON WIRELESS SERVICES LLC										
9853722360		05/01/2020		0520-1	959152	228.80	05/15/2020	INV	PD	#842065533-00001-REMOTE S
958 BAXTER & WOODMAN, INC.										
213473		05/22/2020		0520-2	959153	255.56	05/29/2020	INV	PD	BIOSOLIDS PERMIT RENEWAL
1124 BLACK & VEATCH CORPORATION										
1320652	20160007	05/19/2020		0520-2	959154	18,160.00	05/29/2020	INV	PD	CONSTRUCTION OVERSIGHT FI
33 CALCO, LTD.										
AU52867		05/13/2020		0520-2	959155	143.00	05/29/2020	INV	PD	#8061-LAB CHEMICALS MAY 2
1100 CARLSON PAINT, GLASS & ART STORES, INC.										
G151389		05/07/2020		0520-2	959156	434.36	05/29/2020	INV	PD	ELECTRICAL SCREENS - MAY
37 CDW GOVERNMENT, INC.										
xwg9852		05/20/2020		0520-2	959157	85.78	05/29/2020	INV	PD	#4019735-ELECTRICAL PARTS
1248 CONCENTRIC INTEGRATION										
213474		05/22/2020		0520-2	959158	1,339.50	05/29/2020	INV	PD	IT SUPPORT - TIME & MATER
981 CROSS RHODES REPROGRAPHICS INC.										

**VENDOR INVOICE LIST**

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
42642		05/21/2020		0520-2	959159	7.50	05/29/2020	INV	PD	LARGE FORMAT SCANNING - M
62 PADDOCK PUBLICATIONS, INC										
48117		05/09/2020		0520-2	959160	48.30	05/29/2020	INV	PD	#112117-MEETING NTOCIE PU
1072 GOLDSTINE, SKRODZKI, RUSSIAN, NEMEC AND HOFF LTD.										
151470		05/15/2020		0520-2	959161	140.00	05/29/2020	INV	PD	#14918-LEGAL SVCS - GENER
151471		05/15/2020		0520-2	959161	340.00	05/29/2020	INV	PD	#14918-LEGAL SVCS-FIP PRO
151472		05/15/2020		0520-2	959161	640.00	05/29/2020	INV	PD	#14918-LEGAL SVCS - PROPE
						<b>1,120.00</b>				
119 HACH COMPANY										
11952837		05/11/2020		0520-2	959162	247.82	05/29/2020	INV	PD	#71607-ELECTRICAL SUPPLIE
11958525		05/14/2020		0520-2	959162	90.60	05/29/2020	INV	PD	#71607-ELECTRICAL SUPPLIE
11967562		05/21/2020		0520-2	959162	432.95	05/29/2020	INV	PD	#71607-LAB SUPPLIES - MAY
						<b>771.37</b>				
122 HOTSY OF CHICAGO, INC										
67266		05/21/2020		0520-2	959163	28.50	05/29/2020	INV	PD	MAINT PARTS - MAY 2020
1336 UNEX CORPORATION										
RENT565957		05/15/2020		0520-2	959164	399.50	05/29/2020	INV	PD	GLENBARD001-TOOL RENTAL -
1330 INDUSTRIAL SCIENTIFIC CORPORATION										
2322293		05/11/2020		0520-2	959165	746.94	05/29/2020	INV	PD	#687806-ELECTRICLA PARTS
414 COLLCORP										
8611		05/21/2020		0520-2	959166	2,390.00	05/29/2020	INV	PD	UV SYSTEM OEM PARTS - MAY
666 LABSOURCE, INC.										
6523678		05/12/2020		0520-2	959167	519.94	05/29/2020	INV	PD	#1001941041-PPE GLOVES -
157 LEN'S ACE HARDWARE, INC.										
95233-3		05/21/2020		0520-2	959168	30.01	05/29/2020	INV	PD	#331050-OPERATISN SUPPLIE
1223 CAPITAL ONE NATIONAL ASSN										
317512720759522		05/06/2020		0520-2	959169	22.37	05/29/2020	INV	PD	#6004300499008602-MAINT S
759 NORTHERN SAFETY CO., INC.										
903977657		05/19/2020		0520-2	959170	70.00	05/29/2020	INV	PD	#10970382-PROTECTIVE FACE
1338 POWER TECHNICAL SERVICES, INC.										

**VENDOR INVOICE LIST**

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
PTS20-029		03/31/2020		0520-2	959171	576.00	05/29/2020	INV	PD	TESTING TIME & MATERIALS
	180 RELADYNE -MID-TOWN									PETROLEUM INC.
w282342-IN		05/20/2020		0520-2	959172	626.35	05/29/2020	INV	PD	#11-0002836-MAINT SUPPLIE
	464 STRAND ASSOCIATES, INC.									
159866	20180012	05/12/2020		0520-2	959173	6,422.84	05/29/2020	INV	PD	HVAC REHABILITATION DESIG
	738 SUBURBAN LABORATORIES, INC.									
176484		05/22/2020		0520-2	959174	370.50	05/29/2020	INV	PD	LAB SVCS - EM COATING - M
176485		05/22/2020		0520-2	959174	370.50	05/29/2020	INV	PD	LAB SVCS - OVERTON GEAR -
						741.00				
	988 VERIZON WIRELESS SERVICES LLC									
9854878448		05/18/2020		0520-2	959175	506.48	05/29/2020	INV	PD	#687026363-00001-CELL SVC
<b>110 INVOICES</b>						<b>479,531.88</b>				

\*\* END OF REPORT - Generated by Lori Thomas \*\*

## **SECTION 5.3**

# **ILWARN MUTUAL AID AGREEMENT - APPROVAL**

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## MEMORANDUM

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**TO:** Executive Oversight Committee

**FROM:** Matt Streicher, P.E. BCEE

**DATE:** June 13, 2020

**RE:** **Request for Authorization to Enter into the ILWARN Mutual Aid Agreement**

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Following the impacts of Hurricane Katrina, it became apparent that even with the extraordinary efforts of utilities, water associations, and state regulatory agencies, the demand for resources and knowing where those resources were available overwhelmed the ability to effectively coordinate the initial response. Realizing that utilities needed a different approach, the leaders in the water community and state agencies have joined together to create the Illinois Water/Wastewater Agency Response Network or ILWARN.

Based on three other models, CalWARN, FlaWARN and TxWARN, ILWARN is designed to provide a utility-to-utility response during an emergency. It's mission is to support and promote statewide emergency preparedness, disaster response, and mutual assistance matters for public and private water and wastewater utilities for natural and man-made events. The ILWARN Web site does this by providing its members with emergency planning, response, and recovery information before, during, and after an emergency.

Through the ILWARN Web site, a member can request emergency equipment (pumps, generators, chlorinators, evacuators, etc.) and trained personnel (eg. treatment plant operators) that they may need in an emergency.

The ILWARN program provides its member utilities with:

- A standard omnibus mutual assistance agreement and process for sharing emergency resources among members statewide.
- The resources to respond and recover more quickly from a disaster.
- A mutual assistance program consistent with other statewide mutual aid programs.
- A forum for developing and maintaining emergency contacts and relationships.
- New ideas from lessons learned in disasters.

ILWARN Benefits

- **No cost to become a member**
- Increased planning and coordination

- Enhance access to specialized resources
- A single agreement provides access to all member utilities statewide
- Provides access to resources during an emergency without precontractual limitations or retainer fees
- Expedites arrival of aid
- Signatories have a pre-established relationship under which they are able to share resources during an emergency at the discretion of each participating agency
- Is consistent with the National Incident Management System (NIMS)
- Provides a list of emergency contacts and phone numbers
- Reduces administrative conflicts
- Agreement contains indemnification and workers' compensation provisions to protect participating utilities, and provides for reimbursement of costs, as needed
- Increases hope that recovery will come quickly

The Authority applied and was approved to enter into the ILWARN network, however, in order to be authorized to call upon any assistance the enclosed Mutual Aid Agreement needs to be executed. The Authority's attorney has reviewed the agreement and sees no issues with the Authority joining. Therefore, it's formally requested that the EOC to authorize the Authority's Executive Director to sign the agreement and enter in the ILWARN mutual aid network.

**From:** [Mark Franz](#)  
**To:** [Matt Streicher](#); [Scott Niehaus](#); [Carl Goldsmith](#); [Julius Hansen](#)  
**Cc:** [Thomas Romza](#); [Gayle Lendabarker](#)  
**Subject:** RE: April EOC Meeting/ILWARN  
**Date:** Friday, April 3, 2020 2:37:45 PM  
**Attachments:** [image004.png](#)  
[image006.png](#)

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Agreed on both fronts.

Thanks and stay healthy.

Mark



**Mark Franz**  
**Village Manager**

**Village of Glen Ellyn**

535 Duane Street  
Glen Ellyn, IL 60137  
P: (630) 547-5200  
[www.glenellyn.org](http://www.glenellyn.org)



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**From:** Matt Streicher [mailto:mstreicher@gbww.org]  
**Sent:** Friday, April 3, 2020 7:28 AM  
**To:** Mark Franz <mfranz@glenellyn.org>; Scott Niehaus <niehaus@villageoflombard.org>; Carl Goldsmith <goldsmithc@villageoflombard.org>; Julius Hansen <jhansen@glenellyn.org>  
**Cc:** Thomas Romza <tromza@gbww.org>; Gayle Lendabarker <glendabarker@gbww.org>  
**Subject:** April EOC Meeting/ILWARN

All,

Although we do have a couple items that could go to an April EOC meeting, nothing is pressing, and due to circumstances at the moment I think it'd be best to cancel. If you're in agreement, we'll send out the formal cancelation notice.

There is one item that I had on the agenda of the next EOC meeting that we may want to move

forward with sooner, however, I do not know if it needs to go to a formal EOC meeting. After the connection failure related to the FIP occurred last month, Carl had made us aware of the ILWARN system, which is essentially a mutual aid network for water/wastewater utilities. GWA has been approved to join ILWARN, but in order to be able to call upon any assistance we need to have the attached agreement submitted. We had our interim attorney, Jim Healy, review and sign the document. He recommended getting authorization from the EOC before signing since if we ever did call for assistance other communities who assist us could invoice us for any emergency services. I've attached the memo I had prepared along with the agreement. Please advise on if this group can provide authorization, or if it should be distributed to the entire EOC for an informal vote.

Due to obvious circumstances at the moment, and the greater risk that we've been put into with new schedules, it may be beneficial to have the ILWARN system available if we were need to call upon assistance to help operate the plant. If we think it's best to wait until a formal EOC meeting, we can simply table this for now, there is no "due date" for the agreement.

Please feel free to contact me for any reason.

Thanks,  
Matt Streicher P.E., BCEE  
Executive Director  
Glenbard Wastewater Authority  
945 Bemis Road  
Glen Ellyn IL, 60137  
O 630-790-1901 x126  
F 630-858-8119  
C 630-865-5893  
Web Site: [www.gbww.org](http://www.gbww.org)



## **Illinois Water and Wastewater Mutual Aid and Assistance Agreement**

This Agreement is made and entered into by public and private Water and Wastewater Utilities in Illinois that have, by executing this Agreement, manifested their intent to participate in an Intrastate Mutual Aid and Assistance Program.

*WHEREAS*, the Constitution of the State of Illinois, 1970, Article VII, Section 10, (hereinafter "Act") authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

*WHEREAS*, any community (including Chicago) with a population over 25,000 is a home rule unit of local government under the 1970 Constitution of the State of Illinois and as such may exercise any power and perform any function pertaining to its government and affairs; and

*WHEREAS*, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

*WHEREAS*, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

*WHEREAS*, the Parties to this Agreement may voluntarily agree to participate in intrastate mutual aid and assistance activities conducted under the Illinois Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water and waste water agencies through this Agreement if such a program were established; and

*WHEREAS*, some of the Parties hereto are units of local government as defined by the Constitution of the State of Illinois and the Intergovernmental Cooperation Act; and

*WHEREAS*, the Parties recognize that they are vulnerable to a variety of potential natural and man-made disasters; and

*WHEREAS*, the Parties to this Agreement wish to provide mutual aid and assistance to one another during times of utility emergencies; and

*NOW, THEREFORE*, in consideration of the option of each signatory hereto to provide/receive mutual aid and assistance to/from any other signatory hereto upon the terms and conditions set forth herein, the Parties agree as follows:

## **SECTION I: PURPOSE**

Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, materials, services and supplies from outside the area of impact, the signatory utilities hereby establish an Intrastate Mutual Aid and Assistance Program called the Illinois Water and Wastewater Agency Response Network (ILWARN). Through ILWARN, Members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of ILWARN.

## **SECTION II: DEFINITIONS**

The following definitions will apply to the terms appearing in this Agreement.

- A. Authorized Official – An employee or officer of a Member utility that is authorized to:
  - 1. Request assistance;
  - 2. Offer assistance;
  - 3. Refuse to offer assistance or
  - 4. Withdraw assistance under this Agreement.
  
- B. Emergency – A natural or human caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, intentional acts, sabotage and war that is, or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of an ILWARN Member to fully manage and mitigate internally.
  
- C. Member – Any public or private Water or Wastewater Utility that manifests its intent to participate in the Mutual Aid and Assistance Program by executing this Agreement.
  - 1. Requesting Member – A Member who requests aid or assistance under the Illinois Water and Wastewater Agency Response Network (ILWARN).
  - 2. Responding Member – A Member that responds to a request for aid or assistance under the Illinois Water and Wastewater Agency Response Network (ILWARN).
  - 3. Non-Responding Member - A Member or Associate Member that does not provide aid or assistance during a Period of Assistance under the Illinois Water and Wastewater Agency Response Network (ILWARN).
  
- D. Associate Members – Any non-utility participant, approved by the ILWARN Steering Committee, that provides a support role for the ILWARN program, for example; Illinois Environmental Protection Agency, Illinois Emergency Management Agency, Illinois Department of Public Health, or associations, that do not sign the ILWARN Agreement.

- E. Confidential Information - Any document shared with any signatory of this Agreement that is marked confidential, including but not limited to any map, report, notes, papers, opinion, or e-mail which relates to the system vulnerabilities of a Member.
- F. Period of Assistance – A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, materials, services, or supplies depart from Responding Member’s facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.
- G. National Incident Management System (NIMS): A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.
- H. Illinois Section AWWA (ISAWWA) - The Illinois Section of the American Water Works Association.
- I. ILWARN – The acronym for the Illinois Water and Wastewater Agency Response Network.
- J. Steering Committee – Statewide committee that shall plan and coordinate emergency planning and response activities for the Illinois Water and Wastewater Agency Response Network (ILWARN).

### **SECTION III: RESPONSIBILITY OF PARTIES**

- A. *PROVISION OF AID.* Each Member recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Member’s own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Member to provide aid and assistance. A Member may choose not to render aid and assistance for any reason.
- B. *RECRUITMENT.* The Members hereby encourage each other to enlist other agencies to adopt and execute this Agreement.
- C. *IMMUNITIES.* All immunities provided by law to the Members shall be fully applicable to the Members providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

### **SECTION IV: OPERATIONAL PROCEDURES:**

In coordination with the emergency management and public health systems of the state, the ILWARN Steering Committee shall develop operational and planning procedures for the Illinois Water and Wastewater Agency Response Network (ILWARN). These procedures shall be reviewed at least annually and updated as needed by the ILWARN Steering Committee.

## **SECTION V: RESPONDING MEMBER PERSONNEL**

- A. National Incident Management System (NIMS) - When providing assistance under this Agreement, the Requesting Member and Responding Member should be organized and should function under the NIMS.
- B. Control - While employees may be provided under this Agreement by a Responding Member, the Responding Member's employees come under the direction and control of the Requesting Member, consistent with the NIMS Incident Command System to address the needs identified by the Requesting Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance.
- C. Food and Shelter – Whenever practical, Responding Member's personnel must be self sufficient for up to 72 hours. When possible, the Requesting Member shall supply reasonable food and shelter for Responding Member's personnel. If the Requesting Member is unable to provide food and shelter for Responding personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. Except as provided below, the cost for such resources must not exceed the State per diem rates for that area. To the extent food and shelter costs exceed the State per diem rates for the area, the Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances. Unless otherwise agreed to in writing, the Requesting Member remains responsible for reimbursing the Responding Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not provided.
- D. Communication – The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radios, in order to facilitate communications with local responders and utility personnel.
- E. Status - Unless otherwise provided by law, the Responding Member's officers and employees, and agents retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.
- F. Licenses and Permits – To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.
- G. Right to Withdraw - The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason in the Responding Member's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as is practicable under the circumstances.

## **SECTION VI: DOCUMENTATION OF COST & REIMBURSEMENT OF COST**

The Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred during the specified Period of Assistance as agreed in whole or in part by both parties; provided, that any Responding Member may assume in whole or in part such loss, damage, expense, or other cost, or may loan such personnel, equipment or donate such personnel, equipment, materials, supplies or services to the Requesting Member without charge or cost.

- A. Personnel and Services—The Responding Member shall be reimbursed by the Requesting Member for personnel and services costs incurred for work performed during the specified Period of Assistance. Responding Member personnel and services costs shall be calculated according to the terms provided in their employment contracts or other conditions of employment. The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Responding Member shall consider all personnel or services costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.
- B. Equipment – The Requesting Member shall reimburse the Responding Member for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. As a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates or rates published by the Illinois Department of Transportation (IDOT). If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates or the IDOT Equipment Rate Schedule, the Responding Member must provide such rates orally or in writing to the Requesting Member prior to supplying the equipment. Mutual agreement on rates other than the above must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates or the IDOT rate schedule must be developed based on actual recovery of costs. If Responding Member must lease a piece of equipment while its equipment is being repaired, Requesting Member shall reimburse Responding Member for such rental costs.
- C. Materials and Supplies – The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.
- D. Payment Period – Unless mutually agreed upon otherwise, the Responding Member must provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Responding Member must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member must pay the bill in full on or before the sixtieth (60<sup>th</sup>) day following the billing date. The Requesting

Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one year after the date a final itemized bill is submitted to the Requesting Member.

- E. Records - Each Responding Member and its duly authorized representatives shall have access to a Requesting Member's books, documents, notes, reports, papers, and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost, bill or making a financial, maintenance, or regulatory audit. Each Requesting Member and their duly authorized representatives shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost, bill or making a financial, maintenance, or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

## **SECTION VII: DISPUTES**

If any controversy or claim arises out of, or relates to, the execution of the Agreement, including, but not limited to, alleged breach of the Agreement, the disputing Member shall first attempt to resolve the dispute by negotiation, followed by mediation, and finally shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that is binding on the parties. Each party involved in such a controversy or claim shall bear its own costs for dispute resolution.

## **SECTION VIII: REQUESTING MEMBERS DUTY TO INDEMNIFY**

The Requesting Member shall assume the defense of, fully indemnify and hold harmless, the Responding Member, its officers and employees, from all claims, loss, damage, injury, and liability of every kind, nature, and description, directly or indirectly arising from Responding Member's work during a specified Period of Assistance. The scope of the Requesting Member's duty to indemnify includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the Requesting Member, or faulty workmanship or other negligent acts, errors, or omissions by Requesting Member or the Responding Member personnel.

The Requesting Member's duty to indemnify is subject to, and shall be applied consistent with, the conditions set forth in Section IX of this Agreement.

## **SECTION IX: SIGNATORY INDEMNIFICATION**

In the event of a liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a specified Period of Assistance, the Members who receive and provide assistance shall have a duty to defend, indemnify, save and hold harmless all Non-Responding Members, their officers, agents, and employees from any liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a Period of Assistance.

## **SECTION X: WORKERS COMPENSATION CLAIMS**

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible

for providing worker's compensation benefits and administering worker's compensation for its employees.

#### **SECTION XI: NOTICE OF CLAIM OR SUIT**

A Member who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

#### **SECTION XII: INSURANCE**

Each Member shall bear the risk of liability for its utility and the utility's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Member understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Sections VIII and IX of this Agreement to indemnify and hold the other parties to this Agreement harmless from such liability.

#### **SECTION XIII: SECURITY**

Responding Members shall reasonably comply with the Security procedures of the Requesting Members.

#### **SECTION XIV: CONFIDENTIAL INFORMATION**

To the extent provided by law, any Member shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information disclosed under this Agreement. If any Member, third party, or other entity requests or demands, by subpoena, Freedom of Information Act request, or otherwise, that a Member disclose any Confidential Information disclosed under this Agreement, the Member shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

#### **SECTION XV: EFFECTIVE DATE**

This Agreement shall be effective after the Water and Wastewater Utility's authorized representative executes the Agreement and the Executive Director of the Illinois Section AWWA receives the Agreement. The Illinois Section AWWA shall maintain a list of all Members of the Mutual Aid and Assistance Program and maintain copies of the signed Agreement.

#### **SECTION XVI: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION**

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Member may withdraw from this Agreement at any time by giving written notice to the Illinois Section AWWA. The notice shall

not be effective until sixty (60) days after the notice has been received by the Illinois Section AWWA. A Member's withdrawal from this Agreement shall not affect that Member's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Members until such time as a Member withdraws. Failure to ratify any proposed amendment within sixty (60) days will signify a Member's withdrawal from the Agreement.

#### **SECTION XVII: SEVERABILITY – EFFECT ON OTHER AGREEMENTS**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement. Each of the Members declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Members that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

#### **SECTION XVIII: INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**

To the extent practicable, Members of this Agreement may voluntarily participate in Mutual Aid and Assistance activities conducted under the Illinois Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water and wastewater utilities through this Agreement if such a Program were established.

#### **SECTION XIX: WAIVER**

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

#### **SECTION XX: PRIOR AGREEMENTS**

To the extent that prior agreements between signatories to this Agreement are inconsistent with this Agreement, all prior agreements for mutual aid and assistance between the parties hereto are suspended.

#### **SECTION XXI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

This Agreement is for the sole benefit of the Members and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

#### **SECTION XXII: MODIFICATIONS**

No provision of this Agreement may be modified, altered or rescinded by individual parties to the Agreement. Modifications to this Agreement may be due to programmatic operational changes



to support the agreement, legislative action, creation of an interstate aid and assistance agreement, or other developments. Modifications require a simple majority vote of all Members. The Illinois Section AWWA Executive Director must provide written notice to all Members of approved modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Members.

**SECTION XXIII: EXECUTION IN COUNTERPARTS**

This Agreement is executed in counterparts. The existence of a duly executed and subsisting counterpart of this document by the Requesting Party and a duly executed and subsisting counterpart of this document by any Responding Party when on file with the ISAWWA will document the contract between the Requesting Party and any Responding Party for assistance provided to the former by the latter pursuant to the terms hereof. A Requesting or Responding Party may rely on the written certification of the ISAWWA as to the signatory status of any purported participant in the ILWARN program.


NOW, THEREFORE, the Water or Wastewater Utility listed here manifests its intent to be a Member of the Illinois Water and Wastewater Agency Response Network (ILWARN) by executing this Agreement on this 6 day of April 2020

Water/Wastewater Utility: Glenbard Wastewater Authority

By: 

Title: Executive Director

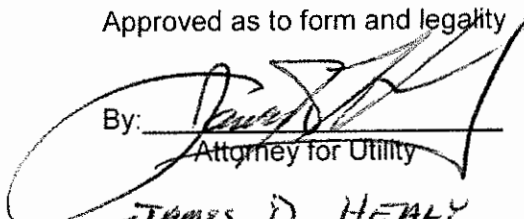
Matt Streicher  
Please Print Name

By: 

Title: Assistant Executive Director

Thomas Romza  
Please Print Name

Approved as to form and legality

By:   
Attorney for Utility  
JAMES D. HEALY  
Please Print Name

PLEASE NOTE: Attach a copy of your ILWARN registration form to this document when you submit it. Thank you.

## **SECTION 5.4**

# **RENEWABLE ENERGY CREDIT AGREEMENT – RENEWAL**

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**MEMORANDUM**

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**TO:** Executive Oversight Committee

**FROM:** Matt Streicher, P.E. BCEE

**DATE:** June 13, 2020

**RE:** **Request for Authorization to Renew**  
Renewable Energy Credit Agreement Renewal



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The Authority is requesting the EOC to allow automatic renewal of the existing contract with Blue Delta to evaluate the Authority's eligibility as a renewable resource within the Applicable Program and evaluate any other GWA assets for Environmental Attribute creation, as well as to perform the necessary services to create, manage and market any environmental attributes generated by the Authority. This opportunity is made available mainly due to the Combined Heat and Power facility, which can be considered a source of renewable energy.

As the CHP's generate electricity, this information is recorded, and translated into Renewable Energy Credits (RECs). A REC means any renewable energy certificate, tradable renewable certificate or green tag, howsoever entitled or named, resulting from, attributable to, or associated with the generation of energy by the Authority pursuant to any international, federal, state or local legislation or regulation that is required for such renewable energy credit to be certified under the Applicable Program, associated with one (1) megawatt hour of energy generation from the Authority's Combined Heat and Power facility.

As Blue Delta's sole compensation for performing the Services, the Authority shall pay to Blue Delta a fee equal to twelve percent (12%) of the proceeds actually received from the sale of the Environmental Attributes to a third-party buyer ("Services Fee") net of Transaction Costs. Blue Delta shall collect the gross proceeds actually received from each sale, deduct any Transaction Costs, and retain Blue Delta's Services Fee. Blue Delta will remit the remainder of the proceeds to the Authority within ten (10) business days of receipt of the gross proceeds. The Authority acknowledges that Blue Delta is not required to distribute any amounts not actually collected from any sale of the Environmental Attributes.

Blue Delta is currently providing services to the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC), Rock River Water Reclamation District (Rockford, IL), and Downers Grove Sanitary District. Other brokerage services for RECs generated from CHP's were sought out, but none were found, as Blue Delta appears to cover most of the wastewater treatment plants that generate energy.

To date, the Authority has not generated enough energy to yield any compensation, but as more energy is generated, and RECs become a more valuable commodity, it is appropriate to have the Authority well positioned to sell its RECs.

The Authority staff requests approval to allow Blue Delta's existing contract, which has been in place for 3 years, to automatically renew come the renewal date on July 17, 2020. The agreement had been reviewed by the Authority's attorney at the time it was executed.

## CHP ENVIRONMENTAL ATTRIBUTE MANAGEMENT AGREEMENT

THIS CHP ENVIRONMENTAL ATTRIBUTE MANAGEMENT AGREEMENT (“Agreement”), dated as of July ~~27~~, 2017 (“Effective Date”), is entered into by and between Blue Delta Energy, LLC, a Delaware limited liability company (“Blue Delta”) and the Glenbard Wastewater Authority, a joint agency of the Villages of Glen Ellyn and Lombard in DuPage County, Illinois (“GWA”). Blue Delta and GWA may be referred to individually as a “Party” or collectively as the “Parties.”

### RECITALS

WHEREAS, GWA owns and operates an onsite biogas-fired Combined Heat & Power (“CHP”) system located in Glen Ellyn, Illinois (the “Facility”); and

WHEREAS, Blue Delta believes the Facility is eligible to generate Environmental Attributes (as defined in Section 1 below); and

WHEREAS, GWA desires to retain Blue Delta to evaluate the Facility’s eligibility as a renewable resource within the Applicable Program (as defined in Section 1 below) and evaluate any other GWA assets for Environmental Attribute creation, as well as to perform the necessary services to create, manage and market any Environmental Attributes generated by the Facility, and Blue Delta desires to be so engaged in accordance with the terms herein:

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, in reliance on the mutual conditions, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used in this Agreement shall have the meanings provided herein.

“Applicable Law” means all legally binding constitutions, treaties, statutes, laws, ordinances, rules, regulations, orders, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority or arbitrator that apply to the Applicable Program or any one or both of the Parties or the terms hereof.

“Applicable Program” means an existing or future domestic or foreign renewable energy standard, program, scheme or organization, adopted or approved by a Governmental Authority, or other similar program with respect to which exists a market, registry, or reporting for Environmental Attributes. An Applicable Program may include, but is not limited to, any state’s renewable energy portfolio standard, ERCOT, M-RETS, MIRECS, NAR, NC-RETS, NEPOOL GIS, PJM GATS, WREGIS, and Green-e Energy National Standard.

“Environmental Attributes” means any aspects, claims, or avoided emission characteristics associated with the generation of energy from the Facility and any other operations, including but not limited to, Renewable Energy Credits, Greenhouse Gas Reductions, allowances, offsets and benefits associated with the Facility’s generation of energy, including any avoided emissions of carbon dioxide, methane, and any other greenhouse gases.

“Good Industry Practice” means those reasonable and generally accepted practices, methods, techniques and standards in effect at the time of performance of Blue Delta’s obligations under this Agreement.

“Governmental Authority” means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

“Greenhouse Gas Reductions” means the Environmental Attributes and reporting rights associated with one (1) metric ton of carbon dioxide or its equivalent in methane and other greenhouse gases associated with the Facility from their removal, limitation, reduction, avoidance, sequestration or mitigation

“REC” or “Renewable Energy Credit” means any renewable energy certificate, tradable renewable certificate or “green tag,” howsoever entitled or named, resulting from, attributable to, or associated with the generation of energy by the Facility, pursuant to any international, federal, state or local legislation or regulation that is required for such renewable energy credit to be certified under the Applicable Program, associated with one (1) megawatt hour of energy generation from the Facility.

“Term” means the Initial Term and any Extension Term.

“Transaction Costs” means reasonable expenses incurred by Blue Delta in connection with the certification, verification and sale of Environmental Attributes pursuant to this Agreement, including but not limited to auction fees, registry expenses and Facility registration costs, subject to the reasonable approval of GWA

2. Services Provided by Blue Delta. Subject to Section 3 and other terms and conditions of this Agreement, Blue Delta shall undertake commercially reasonable efforts to perform the following services (“Services”):

- (i) In coordination with GWA, preparing and filing applications with the appropriate Governmental Authority(ies) for any Applicable Program(s) identified by Blue Delta for which Environmental Attributes from the Facility may be eligible;
- (ii) Communicating with the administrator(s) of an Applicable Program as needed in regard to a pending application;
- (iii) Upon receipt of approval by the relevant Governmental Authority(ies), registering the Facility in an applicable tracking registry in order to capture any Environmental Attributes created by the Facility;
- (iv) Coordinating the preparation and submission of monthly generation data as it is available to the tracking registry for the creation of Environmental Attributes;
- (v) Managing and monitoring the Environmental Attributes within the applicable registry to ensure account accuracy;
- (vi) Using commercially reasonable efforts to find third-party buyers for the Environmental Attributes;
- (vii) Bidding into applicable auctions and responding to relevant RFPs for renewable energy and Environmental Attribute monetization on behalf of GWA;

- (viii) Negotiating and executing purchase and sale agreements and Environmental Attribute sale contracts directly with third party buyers as well as completing any other documentation necessary for the sale of the Environmental Attributes;
- (ix) Transferring the Environmental Attributes to the third-party buyer and remitting proceeds to GWA as set forth in Section 5 of this Agreement;
- (x) Supplying GWA with Environmental Attribute market analysis to guide Environmental Attribute sales strategy as well as sales reports, position reports, and regulatory updates as requested; and
- (xi) Preparing any other information as requested by the Governmental Authority(ies) pertaining to the ongoing eligibility of the Facility under the Applicable Program(s); and
- (xii) Evaluating other GWA assets, projects or facilities to determine their eligibility for Environmental Attribute creation.

Notwithstanding anything to the contrary in this Agreement, (i) GWA understands that Blue Delta is not acting as a fiduciary of GWA in its performances of the Services, and (ii) nothing in this Agreement shall preclude Blue Delta from marketing like products or providing services of a like nature.

### 3. GWA Responsibilities.

- 3.1. GWA shall be solely responsible for ensuring that the Facility meets all Applicable Laws, rules, ordinances, codes, standards, and regulatory requirements.
- 3.2. GWA shall provide to Blue Delta all information necessary for Blue Delta to efficiently and effectively perform the Services. The information includes, but is not limited to, the following:
  - (a) Facility information including nameplate capacities, commercial online dates, etc.;
  - (b) planned operations and estimated generation;
  - (c) monthly update of actual production and adjustments to year-end forecast, if any; and
  - (d) planned and actual expansions or curtailments.
- 3.3. Upon approval of the Facility as eligible to generate Environmental Attributes, Blue Delta will present an offer to monetize any Environmental Attributes, and GWA will endeavor, in its sole discretion and within 10 business days of receipt of such offer, to inform Blue Delta if it approves the sale of the Environmental Attributes.
- 3.4. For each sale of Environmental Attributes approved by GWA, GWA shall enter into a standardized purchase & sale agreement with Blue Delta which will allow Blue Delta to purchase and take title to the Environmental Attributes sold to a third-party buyer. Blue Delta's sole compensation shall be as set forth in Section 5 of this Agreement.

### 4. Title Transfer of Environmental Attributes.

- 4.1. GWA hereby authorizes Blue Delta to act as its sole agent for the certification, registration, verification, creation, sale and administrative processing of the Environmental Attributes in accordance with the procedures of the Applicable Program and will execute any necessary documents acknowledging such agency authorizations as required.
- 4.2. Blue Delta shall purchase and take title to the Environmental Attributes pursuant to a standardized purchase and sale agreement between Blue Delta and GWA. Upon transfer of title

to Blue Delta, Blue Delta shall be free to transfer title to the Environmental Attributes to a third-party buyer.

5. Compensation. As Blue Delta's sole compensation for performing the Services, GWA shall pay to Blue Delta a fee equal to twelve percent (12%) of the proceeds actually received from the sale of the Environmental Attributes to a third-party buyer ("Services Fee") net of Transaction Costs.

Blue Delta shall collect the gross proceeds actually received from each sale, deduct any Transaction Costs, and retain Blue Delta's Services Fee. Blue Delta will remit the remainder of the proceeds to GWA within ten (10) business days of receipt of the gross proceeds. GWA acknowledges that Blue Delta is not required to distribute any amounts not actually collected from any sale of the Environmental Attributes.

6. Term; Termination. The initial term of this Agreement shall become effective as of the Effective Date and shall remain in effect for a period of three (3) years (the "Initial Term"). The Term shall automatically extend for an unlimited number of one (1) year terms (each such extension, an "Extension Term") unless earlier terminated in writing by either Party not less than thirty (30) days prior to the end of the Initial Term or respective Extension Term. Any purchase and sale agreement executed pursuant to this Agreement prior to termination of this Agreement shall survive such termination and shall remain in full force and effect. Notwithstanding the foregoing, in the event it is determined that the Facility is not eligible for the generation of Environmental Attributes, this Agreement shall terminate and neither Party shall have any further obligation or liability to the other Party.

7. Exclusivity. During the Term of this Agreement, Blue Delta shall be the sole and exclusive representative of GWA for the Services.

8. Representations and Warranties.

- 8.1. Each Party warrants that it is duly formed, validly existing, and in good standing under the laws of its state of organization.

- 8.2. Each Party represents that it has the authority to enter into this Agreement.

- 8.3. GWA represents that its members have good and marketable title to the Environmental Attributes, free and clear of any liens or other encumbrances, and they have the authority to transfer title of the Environmental Attributes.

- 8.4. GWA represents that any Environmental Attributes transferred pursuant to this Agreement have not been pledged, transferred, or remarketed to any other person or entity, including pursuant to any contract filed or required to be filed with or approved by any Governmental Authority, or used by GWA, its members or any other person or entity to meet compliance requirements under any regulatory or voluntary program.

9. Rights to Data, Project Files and Records. All reports, documents, notes, works of authorship, information, materials and derivatives thereof (collectively, "Materials") made, conceived or developed by Blue Delta alone or with others that result from or relate to the Services, and all corresponding patent rights, copyrights, trade secret rights, and all other intellectual property rights worldwide, shall be the sole and exclusive property of Blue Delta. Subject to the preceding sentence, information that Blue Delta receives from GWA in connection with its performance of the Services shall be the sole and exclusive property of GWA.

10. Indemnification. Subject to Section 17 of this Agreement, each Party agrees to defend, indemnify and hold the other Party, its affiliates and their respective owners, officers, managers, directors,



employees, successors and assigns, as the case may be, harmless of, from and against any and all loss, claim, damage, liability, penalty or other cost or expense, including reasonable attorneys' fees and costs, arising or relating to a breach by a Party of this Agreement.

11. Designated Representatives. Each Party shall designate its representative(s) in connection with this Agreement and the Services. These representatives are set forth below and shall be the authorized medium of communications in all matters pertaining hereto. Each Party may change its designated representative by notice to the other Party.

GWA's designated representative:

Name: Erik Lanphier  
Executive Director  
Glenbard Wastewater Authority  
Address: 21 W 551 Bemis Road  
Glen Ellyn, Illinois 60137  
Phone: (630) 790-1901 x 125  
Email: elanphier@gbww.org

Blue Delta's designated representative:

Name: Thomas R. Jacobsen  
Address: 458 Grand Avenue, Suite 201  
New Haven, CT 06513  
Phone: (475) 441-7939  
(713) 591-0070  
Fax: (475) 441-7937  
Email: tjacobsen@bluedeltaenergy.com

12. Notices. All notices, demands, and other communications hereunder shall be effective only if given in writing and shall be deemed given (i) when delivered in person; (ii) when delivered by private courier (with confirmation of delivery); (iii) when transmitted by facsimile (with confirmation of transmission); or (iv) five (5) business days after being deposited in the United States mail, first-class, registered or certified, return receipt requested, with postage paid. For purposes hereof, all notices, demands and other communications shall be sent to the contacts and addresses above (or to such other address furnished in writing by one Party to the other Party).
13. Binding Agreement. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto, and any permitted successors or assigns.
14. Prior Agreements, Amendments, Assignment, Severability. This Agreement: (i) is the complete agreement of the Parties concerning the subject matter hereof and supersedes any prior such agreements with respect to further disclosures on such subject matter; (ii) may not be amended or modified in any manner except in writing signed by the Parties; and (iii) may not be assigned without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.
15. Governing Law. The validity, interpretation, enforceability and performance of this agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard for its conflicts of law provisions.

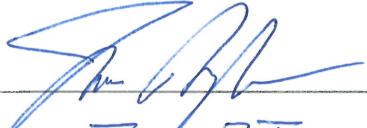
16. Dispute Resolution. Any dispute or claim between the Parties arising from this Agreement not resolved by negotiation in good faith within thirty (30) days will be submitted to non-binding mediation pursuant to the then applicable rules of the American Arbitration Association. The mediation shall be in a location to be mutually agreed upon by the Parties. Either Party may initiate such mediation upon seven (7) days advance written notice to the other Party. The Parties shall divide equally the costs of the mediator and mediation hearing, and each Party shall be responsible for its own expenses and those of its legal counsel or other representatives. If the dispute is not resolved through mediation, claims may be brought by either Party in a state or federal court of competent jurisdiction in Illinois.
  
17. Limitation of Liability. THE PARTIES AGREE THAT THE LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF (i) THE AMOUNT OF FEES EARNED BY BLUE DELTA OR (ii) THE AMOUNT OF FEES THAT IS REASONABLY EXPECTED TO BE EARNED BY BLUE DELTA UNDER SECTION 5 OF THIS AGREEMENT. NOT WITHSTANDING THE FOREGOING, NO LIMITATION OF LIABILITY SHALL APPLY IF THE EVENT TRIGGERING LIABILITY WAS CAUSED BY GROSS NEGLIGENCE OF THE OFFENDING PARTY.
  
18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument. Facsimile or PDF transmission of any signed original document, and retransmission of any facsimile or PDF transmission, will be the same as delivery of any original document.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties have each caused this CHP Environmental Attribute Management Agreement to be executed by their duly authorized representatives as of the Effective Date.

BLUE DELTA ENERGY, LLC

GLENBARD WASTEWATER AUTHORITY

By:   
Printed Name: THOMAS R. JACOBSEN  
Title: EXECUTIVE VICE PRESIDENT

By:   
Printed Name: Diane McGinley  
Title: Chairperson, Executive Oversight Committee

## **SECTION 5.5**

# **CHP MEDIA PURCHASE – APPROVAL**

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**MEMORANDUM**

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**TO:** Matt Streicher, Executive Director  
**FROM:** David Goodalis, Operations Superintendent  
**DATE:** May 21, 2020  
**RE:** Media for CHP

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The Operations Department performed a cost comparison for current pricing on media for our Bio-fuel Gas engines. We found four manufacturers that produce the media that we require for our gas conditioning system, one never responded back to us and another responded to our e-mail stating the person responsible for giving us a quote was furloughed due to Covid-19.

<b>Company</b>	<b>Cost for Media</b>
Clean Methane Systems	\$ 76,247.50
Unison Solutions	\$ 41,505.00
MI - Swaco	Not Responding

As there is no specific date when the existing media will reach its useful life, GWA staff is performing in-house testing and monthly gas testing in an effort to better determine how much time we have before the Media expires. Since there is little expiration notice, I prefer to have the media onsite and available to keep the down time of the engines to a minimum.

The media is used to reduce H<sub>2</sub>S and siloxanes which cause damage to the internal CHP engine parts which makes this an essential part of being able to keep the engines running.

In the 2020 GWA budget, staff allocated \$50,000 for the purchase of this media in budget category Plant Equipment Rehabilitation account 40-580150. This purchase is below this budgeted amount. Therefore, we motion the EOC to authorize approval to purchase CHP media from Unison Solutions in the amount of \$41,505.00



Date: 5/26/2020  
Expires: 6/26/2020

Project Name: PM-220.1405.1\_Glenbard

Andrew Pakosta

Dear Andrew,

Unison Solutions, Inc. is pleased to provide you with this proposed replacement H2S and siloxane removal media quote for the existing system in Glen Ellyn, IL. Please note, your H2S vessel has an approximate internal capacity of 630 ft<sup>3</sup> and approximately 460 ft<sup>3</sup> are utilized by the media to allow for gas to disperse. The siloxane vessels have a capacity of approximately 55 ft<sup>3</sup> each.

**PRICING SUMMARY**

**H2S removal media and accessories**

UNI-H2S, 17600 lb @ 1.10/lb	\$ 19,360.00
Ships in 2,200 lb bulk bags	
Shipping estimate	\$ 850.00
122" foam filter Qty. 1 @ \$955.00	\$ 955.00
Foam pad shipping estimate	\$ 300.00

**Siloxane removal media**

UNI-CL2V, 6380 lb @ \$3.00/lb	\$ 19,140.00
Packaged in 5 – 1100 lb supersacks and 16-55 lb bags	
Estimated shipping	\$ 900.00

- Prices do not reflect any taxes that may be applicable and are valid for 30 days.
- Price does not include labor for unloading media from the truck, loading the media into vessels or the disposal of spent media.
- Estimated delivery upon order receipt for the foam pad is 3-4 weeks and both types of media are available to ship in 1-2 weeks.
- Net 30 terms on all payments

Thank you for giving Unison Solutions the opportunity to propose our services. If you have any questions or require additional information, please contact me at your convenience.

Sincerely,

Kim Murdock-Timmerman



## **SECTION 5.6**

# **RAG WASHER PURCHASE – APPROVAL**



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**MEMORANDUM**

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**TO:** Matt Streicher, Executive Director  
Tom Romza, Assistant Executive Director/ Engineer

**FROM:** Jon Braga, Maintenance Superintendent

**DATE:** June 2, 2020

**RE:** **Rag Washer Replacement**

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GWA's 2018 facility plan identifies equipment that may be at the end of its intended useful life. This year the rag washer was identified. The rag washer happens to be the first pre-treatment process at the main plant. This machine is tasked with the dirtiest job. Washing rags, debris, plastics and abrasive material day in and day out. Material enters the machine after being removed from raw influent then "rags" are washed of organics, compressed (removing water) and sent to a dumpster. GWA's current Washer was installed in 2006. In the 14-year span of being in service, repairs have been performed. Including recently, when the washer's main drive shaft broke. Wear and fatigue attributed to the failure. Repairing the washer has become extensive and time consuming for the authority. Therefore, reinforcing the need to replace the washer.



After identifying the weaknesses with the current machine, an RFP was sent to 5 different manufactures/manufacturer representatives. All were given the same specifications to meet. A table below lists the results.

<b>Manufacturer</b>	<b>Price</b>	<b>Meets Specs</b>
JWC Environmental	\$38,695.75	<b>X</b>
Vulcan Industries	\$66,398.00	<b>X</b>
Wes Tech	\$70,306.00	<b>X</b>
Lakeside	\$81,015.00	<b>X</b>
Kusters Water	\$86,427.00	<b>X</b>

JWC Environmental's proposal was lowest by a large margin. The disunion between prices raised questions. Was the unit some how inferior to others? Made with lesser quality materials? Unable to perform as expected? Or perhaps, an older model?

Questions looming, I reached out to the manufacturer for local installations. St. Charles, IL happened to be the closest installation, with 2 units. After visiting both rag washer sites, I was reassured by the division manager of the quality and professional support JWC provides. All units are made to order. We would receive the latest upgraded model. The interactions between St. Charles and JWC have been nothing but positive.

GWA currently utilizes JWC in-line grinders for maceration of primary and digested sludge. This equipment has been satisfactory throughout many years.

Therefore, I see no reason to discredit the proposal and recommend providing JWC Environmental with a notice to proceed in the amount of \$38,695.75. Sourced from 2020 GWA Capital budget.

Please advise and thank you.

Attachments

# **SECTION 6.0**

## **GRIT PUMPS REPLACEMENT PURCHASE - APPROVAL**

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## MEMORANDUM

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**TO:** Matt Streicher, Executive Director  
Tom Romza, Assistant Executive Director/ Engineer

**FROM:** Jon Braga, Maintenance Superintendent

**DATE:** June 2, 2020

**RE:** **Grit Pump Replacement**

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GWA's 2018 facility plan identifies equipment that may be at the end of its intended useful life. This year the grit pumps had been identified. Grit pumps are the second pre-treatment process at the main plant. They are tasked with pumping concentrated abrasive material day in and day out. Material pumped typically consists of silt, sand and small rocks. The "grit" is then washed of organics and sent to a dumpster. GWA's current pumps were installed in 2005. In the 15-year span of being in service, limited repairs have been performed except, recently, when a pump shaft was repaired after finding it broken during a high flow event. Wear and cyclical fatigue attributed to this failure. While repairing the pumps, extensive wear to the impellor and backing plate was noted. Therefore, reinforcing the need to replace both pumps.

It was determined to replace the pumps in kind for a few reasons. The excellent track record of minimal down time, consistent ability to pump "grit" material and the seamless replacement logistics. As seen in the picture to the right, the pump head (circled area) would be the only replaced item. By replacing just, the pump head, additional costs of replacing the electric motor, casting a new concrete pad, aligning pipe work and hiring an outside contractor to complete the replacement have been eliminated.

A proposal from the manufacturer was requested to replace existing pumps with the same exact pump. Morris pump, now Grundfos, was able to match model numbers. Both pumps priced together totaled \$88,410.



Due to the recent upgrades around the plant, mainly the removal of sand filters, the replacement pumps would comfortably last 20-25 years or possibly longer.

I am recommending waiving competitive bidding with regard to section C. item 1. Example *f. Standardization purchases*, of the Glen Ellyn purchasing policy. Which states; defined as technical in nature of certain items or services may result in the standardization of a particular supplier's specifications being necessary or desirable to village operations. Competitive bidding may be waived if the Village requires compatibility with existing software, machinery or other existing equipment.

Replacing this equipment with any other manufacturer would result in additional construction costs above and beyond the cost of the pumps themselves.

With competitive bidding waived, I recommend providing Gasvoda and Associates (manufacturer representative) with a notice to proceed in the amount of \$88,410. Sourced from 2020 GWA Capital budget.

Please advise and thank you.

Attachments



**GASVODA & ASSOCIATES, INC.**  
 An Employee Owned Company  
 "Helping people use water efficiently"

## PROPOSAL

TO: Glenbard Wastewater Authority  
 945 Bemis Road  
 Glenn Ellyn, IL 60137

DATE: June 1, 2020

PROJECT: Grit Removal System Improvements

ATTN: Jon Braga

Phone # :

Email: [jbraga@gbww.org](mailto:jbraga@gbww.org)

Fax # :

The seller hereby offers the following equipment subject to all terms & conditions noted on this contract:

We are pleased to offer the following equipment for your consideration on the above named project.

<u>Qty</u>	<u>Description</u>
2	<p>Grundfos Morris 6100 CT 3x4-18HC2 heavy duty abrasion resistant pumps. The pumps are equipped with a 4-inch suction, 3 inch discharge. One pump shall be right hand rotation (GP-15-01) and one pump shall be left hand rotation (GP-15-02). Discharge position 0 degrees. Duplicates to order number 9809859</p> <p>Pump construction shall be ASTM A 532, Class 3, Type A 28% chrome iron, 650 BHN casing, suction cover, impeller and rear liner. The seal box and bearing frame shall be ASTM A48, Class 35 cast iron. The impeller nut shall be 316 stainless steel, the shaft shall be 1141 steel with a 416 stainless steel shaft sleeve. Each pump shall be equipped with oil lubricated bearings and a Chesterton 156 single mechanical seal with silicon carbide faces, 316 stainless steel metal, Hastelloy C springs, Viton O-rings and a Chesterton 14K throat bushing.</p>

**Total Investment including freight will be: \$ 88,410.00**

### Optional Equipment / Accessories:

- Extended Warranty and Machine Health Monitoring  
 Qty. 2 24 month warranty includes 1 onsite preventive maintenance trip by Grundfos and 24 months of Grundfos Machine Health - real time predictive monitoring/diagnosis of the pump and motor. Monitoring sensors and installation included at time of start-up. A local 120v outlet is required.
- Grundfos Machine Health monitoring software training session.  
**Unit Cost: \$5,000**
- Onsite Technical Assistance / Start-up: Provide Grundfos Service Engineer for 2 days to provide technical supervision for installation of new pump. Start-up, vibration readings and sheave alignment. Technical supervision only, tools, cranes, reassembly labor by others. Provide start-up/vibration analysis documentation.  
**Unit Cost: \$2,000**
- Installation Service  
 Qty. 1 Mobilization of crew, equipment and tools  
 Qty. 1 Addend safety training for Glenbard Wastewater Authority  
 Qty. 2 Lockout tag out pump  
 Qty. 2 Disconnect any ancillary supply lines, guards, sheaves, keys and belts.  
 Qty. 2 Close suction and discharge valves  
 Qty. 2 Remove existing Grundfos Morris 6100 pump  
 Qty. 2 Supply and install new suction and discharge gaskets and drive belts  
 Qty. 1 Install new Grundfos Morris 6100 pump, use existing anchor bolts, base plate, guards, etc.  
 Qty. 2 Open valves and prepare for startup, remove lock out tag out  
**Unit Cost: \$6,000**

This proposal and the attached terms and conditions cannot be modified in any way except by expressed written approval of Gasvoda & Associates, Inc.

**TERMS:** 100% 30 days NET.  
**FREIGHT:**  X  F.O.B. factory, allowed to jobsite.   Prepay and add to invoice  
**START-UP:**  N/A  day(s) start up is included. Additional start up, if required, will be billed at our standard rate.  
**TAXES:** ALL applicable taxes must be added.  
**SUBMITTAL DATA:**  N/A  weeks after receipt of order  
**DELIVERY:**  24  to  26  weeks after approval and authorization to proceed.  
**DURATION:** This proposal is valid for 30 days after which we reserve the right to review or withdraw.

GASVODA & ASSOCIATES, INC.

ACCEPTED:

\_\_\_\_\_  
(Authorized signature)

BY:  E.J. Bukowski   
 E.J. Bukowski – Sales Engineer  
 ejbukowski@gasvoda.com

Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

1530 Huntington Drive / Calumet City, Illinois 60409 / Tel. 708-891-4400 / Fax: 708-891-5786

AUTHORIZATION TO PROCEED:

Authorization to proceed with placing the proposed equipment on order must be acknowledged by the return of this document properly executed where required. Such acknowledgment will be considered as your acceptance of this proposal understanding the terms stated above and on the reverse side of this proposal. No submittals will be started and no equipment will be released to manufacturing prior to our receiving your formal authorized return of this document.

Thank you for the opportunity to provide our proposal. Please do not hesitate to call with any further questions or requirements.

Please be sure to fill in the required “Ship To” information below and return it at the time of placing your order. Failure to do so will result in shipment of the equipment to the Buyers address.

BILL TO: \_\_\_\_\_ SHIP TO: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

PURCHASE ORDER NUMBER: \_\_\_\_\_

SPECIAL MARKINGS: \_\_\_\_\_

TAXABLE: \_\_\_\_\_

TAX ID#: \_\_\_\_\_

**GASVODA & ASSOCIATES INC. TERMS AND CONDITIONS OF SALE**

**TERMS**

1. Terms of payment are 100% net due 30 days from "date of shipment & invoice" for all orders less than \$100,000.
2. Terms and conditions for orders totaling more than \$100,000.00 are based on progress payments as follow:
  - A) 10% of net order total due upon delivery of submittal data for review and approval with no retainage allowed.
  - B) 10% of remaining net order total due at time of release to production with no retainage allowed.
  - C) Entire balance of remaining net order total due within 30 business days after delivery and invoicing with no retainage allowed.

*Start-up services will not be scheduled prior to receipt of full and final payment, with no exceptions.*

**CONDITIONS**

1. General  
Subject only to any credit terms which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified on the face hereof, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and BUYER'S PAYMENT OBLIGATION IS NO WAY DEPENDENT OR CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY. Any balance owed by Buyer for 30 days or more after the same becomes due is subject to a 1-1/2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all collection costs or charges, including reasonable attorney's fees, which Seller may incur with respect to the collection of past due amounts from Buyer.
2. Warranty  
Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. Seller makes no other warranty concerning said equipment beyond that set forth in said Certificate and expressly disclaims any warranty of merchantability or fitness for any particular process not described in the applicable drawings and specifications.  
Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer.
3. Liability of Seller  
Seller is not liable in any event hereunder for any consequential, incidental, or liquidated damages or penalties.
4. Claim Period  
Buyer shall immediately inspect said equipment upon receipt thereof. Seller is not obligated to consider any claim for shortages or non-conformance unless notified thereof by Buyer within 10 days after Buyer's receipt of said equipment.
5. Cancellation  
Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder.
6. Taxes  
Sale may be subject to state sales tax depending on the state. Gasvoda & Associates requires proof of exemption for all nontaxable sales. Regardless of exemption status, Gasvoda & Associates proposal does not include any sales tax. Payment of any sales tax remains the responsibility of the purchaser.
7. Storage  
If at such time, within or after the estimated shipment period specified on the face hereof, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 1% of the balance due hereunder.
8. Drawings, Illustrations and Manuals  
Catalog and proposal drawings, bulletins, and other accompanying literature are solely for the purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable.
9. Insurance  
We have made no allowances for special insurance requirements including but not limited to "Waiver of Subrogation", "Form GC2010", liquidated damages, or anything beyond what is specifically spelled out as being included herein. We reserve the right to amend our offering for anything required outside of the specific items/services spelled out as being included. An exception must be in writing and authorized by Gasvoda & Associates.
10. Start Up  
**NO START UP WILL BE MADE PRIOR TO 100% PAYMENT. Warranty is invalid without authorized start up.**



# **SECTION 7.0**

## **NEW LEGAL REPRESENTATION - APPROVAL**

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**MEMORANDUM**

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**TO:** Executive Oversight Committee

**FROM:** Matt Streicher, P.E. BCEE

**DATE:** June 13, 2020

**RE:** **Request for Authorization**  
Legal Representation

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In late 2019, the Authority's existing legal representative, Greg Dose from Goldstein, Skrodzki, Russian, Nemecek, & Hoff, indicated that he would be retiring at the end of the year. Mr. Dose had been the Authority's legal representation since 2013 when his firm was selected during a professional selection process. Although the Authority had been satisfied with Mr. Dose and his firm's representation, the Executive Oversight committee indicated the need to perform a formal Request for Proposal (RFP) to other firms in order to evaluate the best options to move forward. Therefore, on January 27, 2020, the Authority distributed nine RFP's to the following legal firms:

- Burke, Warren, MacKay & Serritella, P.C.
- Goldstein, Skrodzki, Russian, Nemecek, & Hoff
- Law Office of Michael G. Philipp, P.C.
- Ottosen DiNolfo, Hawenbalg, & Castaldo, Ltd.
- Peregrine, Stime, Newman, Ritzman & Bruckner, Ltd.
- Rathje & Woodward
- Robbins Schwartz
- Schirott, Luetkehans & Garner LLC
- Sraga Hauser LLC
- Walsh, Knippen & Cetina

The proposals were due no later than 4pm on February 27, 2020, at which time a total of five firms submitted proposals. As explained in the RFP, the proposals were then distributed to the Technical Advisory Committee (TAC) members for scoring, with the TAC bringing the three highest ranking firms to the EOC for recommendation. For this particular proposal, the TAC consisted of Julius Hansen, Village of Glen Ellyn Public Works Director; Carl Goldsmith, Village of Lombard Public Works Director; Greg Mathews, Village of Glen Ellyn Attorney; Matt Streicher, Glenbard Wastewater Authority Director; Thomas Romza, Glenbard Wastewater Authority, Assistant Director. Overall scores from the TAC evaluations for the firms that submitted a proposal can be seen below:

Firm	Total	Comments
Goldstine, Skrodzki, Russian, Nemecek, and Hoff	145.25	known commodity, experienced with San Districts; Incumbant Firm ;Jim Healy seems well versed in DuPage County, but also seems to have much on his plate. Concerns about availability to GWA? Plus side, firm has a good deal of history with GWA
Peregrine, Stime, Mewman, Ritzman & Cruckner, Ltd.	143	Roger is experienced with San Districts (limited practice); I've worked with Roger quite a bit and have a tremendous amount of respect for him. He's effecient, to the point, and easy to work with. Downside is that most of his work appears to be with "district's" and not municipalities
Hauser, Izzo, Petrarca, Gleason & Stillman	139.25	limited experience; Thorncreek Wastewater Plant - I liked the construction disputes experience.;Appears to have good IGA experience along with construction disputes. Represents lots of school districts and one sanitary district, with an emphasis on government law
Ottosen, DiNolfo, Hasenbalg & Castaldo	133	local govt focus, sanitary district experience; Yorkville Sanitary District; Suing Village of Lisle-Woodridge Fire Protection; Lots of local government, including two sanitary districts. Providing two main client contacts, which I find to be attractive, since it's always a possibility your main point of contact is out and you don't know who to contact when an issue arises
Rathje Woodward	130.5	limited San District work, Conflict of Interest= Zemenak serves as Ethics Officer for GE;Big Rock Wastewater- Attorney is Glen Ellyn ethics officer. ;No wastewater expiereince, all local government, albeit very good local government experience. Serves several other villages though in a very primary role.

Per the language in the RFP, the TAC was assigned to recommend no more than three (3) firms as finalists for consideration as General Counsel. Therefore, based on the results from the scoring, the TAC proposes the three highest ranking firms to the EOC:

- Goldstein, Skrodzki, Russian, Nemecek, & Hoff
- Peregrine, Stime, Newman, Ritzman & Bruckner, Ltd.
- Hauser, Izzo, Petrarca, Gleason & Stillman, LLC

Although selection of professional services is not made based on pricing, below is a pricing summary of the three highest ranking firms

<b>Attorneys</b>	Goldstein, Skrodzki, Russian, Nemecek, & Hoff (New Price/Current Price)	Peregrine, Stime, Newman, Ritzman & Bruckner, Ltd.	Hauser, Izzo, Petrarca, Gleason & Stillman, LLC.
Partners	\$225.00/\$200.00	\$225.00	\$230.00
Associates	\$200.00/\$175.00	None Listed	None Listed
Legal Assistants	\$125.00/\$115.00	None Listed	None Listed

Again, although price is not a determining factor, this demonstrates that the pricing provided by the highest-ranking firms is all comparable.

The three highest ranking firms were then interviewed by Village Manager Niehaus, Village Manager Franz, and Mr. Streicher. After the interviews, the interview team discussed the approach of each law firm based on the needs of the Authority, and the qualifications of each member of the legal team. The interviewing team came to a consensus to recommend that the EOC authorize the Authority to select Hauser, Izzo, Petrarca, Gleason & Stillman, LLC as it's legal representation.



## **Glenbard Wastewater Authority**

945 Bemis Road Glen Ellyn, Illinois 60137  
Telephone: 630-790-1901 – Fax: 630-858-8119

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### SECTION I. REQUEST FOR PROPOSALS

The Glenbard Wastewater Authority (Authority) is accepting proposals for general legal counsel services for the Authority.

The Glenbard Wastewater Authority was formed in 1977. The Authority provides the treatment of wastewater flows from the Village of Lombard, Village of Glen Ellyn, parts of unincorporated DuPage County and residences serviced by Illinois American Water Utilities.

Glenbard Wastewater Authority Full Board is composed of the elected members of each Village Board for the Village of Lombard and the Village of Glen Ellyn, with the Presiding Officer of the Board alternating between the elected Village Presidents based on the odd/even Fiscal year theory, Village of Glen Ellyn during odd-numbered fiscal years and the Village of Lombard during even-numbered fiscal years.

In addition to the GWA Full Board, an Executive Oversight Committee has been established, which consists one (1) elected official from each of the Villages of Glen Ellyn and Lombard, other than the Village Presidents, the Village Manager of Lombard or his designee, the Village Administrator of Glen Ellyn or his designee, an additional staff person from each of the villages of Glen Ellyn and Lombard, as designated and appointed by the respective presidents of the villages and the village president from each of the villages of Glen Ellyn and Lombard. The presiding officer of the Executive Oversight Committee shall be the presiding officer of the Board.

**Executive Director.** The Authority's Executive Director is the chief executive and administrative officer of the Authority. The Executive Director reviews and coordinates all matters coming before the Authority Executive Oversight Committee and Full Board. The Executive Director is responsible for the implementation of Authority Board and Executive Oversight Committee direction and coordination and management of Authority departments on a daily basis.

**Authority Staff.** The Executive Director implements Authority Board direction through the department heads of the Glenbard Wastewater Authority.

Included in this RFP are the following:

1. A more detailed description of the services to be provided.
2. An outline of proposal requirements.

Submitted proposals will be reviewed by a legal subcommittee consisting of representatives from each Member Village, the Executive Director and the Assistant Director of the Authority. The subcommittee will recommend to the Executive Oversight Committee no more than three (3) firms as finalists for consideration as General Counsel.

***Protecting the Environment for Tomorrow***



## Glenbard Wastewater Authority

945 Bemis Road Glen Ellyn, Illinois 60137  
Telephone: 630-790-1901 – Fax: 630-858-8119

In order to ensure a fair review and selection process, firms submitting proposals are specifically requested not to make other contacts to Staff or Board Members from either the Village of Lombard or Village of Glen Ellyn regarding these proposals.

### SECTION II. INSTRUCTIONS TO PROPOSERS

- A. One (1) pdf copy of your firm's proposal should be submitted to Matt Streicher, P.E., BCEE, Executive Director, Glenbard Wastewater Authority, 945 Bemis Road, Glen Ellyn, Illinois 60137. Proposals can be sent via email to [mstreicher@gbww.org](mailto:mstreicher@gbww.org) and must be received no later than 4:00 p.m. on February, 27.
- B. All proposals submitted must provide information as required in this request. Any other information that the proposer wishes to include for evaluation and consideration by the Authority as part of the proposal may also be included.

### SECTION III. REQUIRED CONTENTS FOR PROPOSALS

- A. Firm Background
  1. Name of firm.
  2. Address(es), phone number(s), and fax number(s) of firm.
  3. Brief history of firm.
  4. Summary of attorneys by their specialties.
  5. Summary of paralegals by their specialties.
  6. Summary of support personnel.
  7. Description of office organization (organizational chart).
- B. Attorney Qualifications
  1. Identify each attorney, paralegal, and support personnel who will be supplying services to the Authority.
  2. For each person identified, please state:
    - Their relevant academic training, degrees and certifications.
    - A description of their prior experience in municipal law matters and an estimate of their hours or percentage of their work in this area during the past four years.
    - Number of years with your firm, position title(s) and years in these positions, and areas of responsibility with your firm.
    - Other background or experience that may be helpful in evaluating your proposal.

*Protecting the Environment for Tomorrow*



## Glenbard Wastewater Authority

945 Bemis Road Glen Ellyn, Illinois 60137

Telephone: 630-790-1901 – Fax: 630-858-8119

3. A description of the proposed allocation of work between the attorney(s) and support personnel identified (i.e., who will be the primary Authority attorney and what work will be handled by junior partners, associates, or paralegals).
4. Current principal responsibilities for individual designated as primary Authority attorney including a statement indicating future availability.
5. A description of the availability of and identification of experienced backup attorneys in the case of illness, turnover, or other loss of personnel.

### C. Firm Qualifications

1. The names and telephone numbers of three client references whom the Authority may contact. If your firm has represented any municipalities or governmental agencies during the last four years, state the name of that municipality or agency and the name, title, and telephone number of a reference at that municipality or agency whom the Authority may contact. If your firm has represented such an entity but does not wish the Authority to contact that entity, list the name of the municipality or agency, and state your reasons why no contact is requested.
2. A statement of how the workload of the Authority would be accommodated and what kind of priority it would be given.
3. Statement of previous experience with Sanitary Districts or wastewater agencies.

### D. Fees

1. Your proposal for the dollar amount of fixed and/or hourly fees and costs your firm will charge for providing the legal services for general legal consulting on matters of arbitration, writing of agreements between the Authority and its members covered by your proposal.

For the hourly fees portion of your proposal, please identify the hourly rate of each attorney, paralegal, and support personnel. Also state separately the rate of any firm cost items to be billed (e.g., photocopying).

## SECTION IV. SCOPE OF WORK DESCRIPTION

*Protecting the Environment for Tomorrow*



## **Glenbard Wastewater Authority**

945 Bemis Road Glen Ellyn, Illinois 60137  
Telephone: 630-790-1901 – Fax: 630-858-8119

The services and qualifications that are required for the Authority, but are not limited to, the following areas:

- A. General municipal laws and codes as they relate to sanitary sewer systems/districts.
- B. General State and Federal laws relating to sanitary sewer systems/districts, construction contracts.
- C. Experience in the Intergovernmental Agreement development and interpretation.
- D. Experience in construction litigation.
- E. The primary attorney for the Authority must have a minimum of at least five years' experience in the municipal law field.
- F. Attend meetings as requested by the Authority's Executive Director or Assistant Executive Director.
- G. All personnel matters such as separation agreements, benefit issues, or potential future collective bargaining matters will be handled by the Operating Agency's (Village of Glen Ellyn) Labor Attorney.

### **SECTION V. PROPOSAL EVALUATION AND CONTRACT AWARD**

- A. The Authority intends to award a contract to the proposer evaluated to be best qualified to perform the work for the Authority. Cost, and other factors will be considered as part of the evaluation.
- B. Based upon the evaluation, the Executive Director, as Chairperson of the subcommittee, will recommend to the Executive Oversight Committee the selection of the firms determined to be the most responsive and responsible proposers. The actual selection of the firm and contract award will be made by the Executive Oversight Committee.
- C. The Authority shall not be liable for any expenses incurred by the proposer including, but not limited to, expenses associated with the preparation of the proposal, preparation of a cost proposal of final contract negotiations.
- D. The Authority reserves the right to reject any and all proposals or to request additional information from all proposers.

***Protecting the Environment for Tomorrow***



## **Glenbard Wastewater Authority**

945 Bemis Road Glen Ellyn, Illinois 60137

Telephone: 630-790-1901 – Fax: 630-858-8119

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### SECTION VI. CONTRACT EXECUTION

#### A. Contract Negotiations

Notwithstanding a contract award, the Authority reserves the right to negotiate the final terms and conditions of the contract to be executed. If the Authority and the proposer to whom the contract is recommended to be awarded are unable to mutually agree upon the entire contract, the Authority reserves the right to discontinue negotiations, select another proposer or reject all of the proposals.

Upon completion of negotiations agreeable to the Authority and the proposer, a contract shall be executed.

#### B. Contract Ethics

1. No elected official or employee of the Authority who exercises any responsibilities in the review, approval, or implementation of the proposal or contract shall participate in any decisions, which affects his or her direct or indirect personal or financial interest.
2. It is a breach of ethical standard for any person to offer, give or agree to give any Authority employee or Board Member, or for any Authority employee or Board Member to solicit, demand, accept, or agree to accept from another person or firm, a gratuity or an offer of employment whenever a reasonably prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.
3. The firm shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the Authority.
4. The firm shall not accept any client or project, which places it in conflict of interest with its representation of the Authority. If such a conflict of interest is subsequently discovered, the Authority shall be promptly notified.



Firm	Goldsmith	Hansen	Mathews	Streicher	Romza	Total	Comments
Goldstine, Skrodzki, Russian, Nemeck, and Hoff	33.25	38	7	34	33	145.25	known commodity, experienced with San Districts; Incumbant Firm ;Jim Healy seems well versed in DuPage County, but also seems to have much on his plate. Concerns about availability to GWA? Plus side, firm has a good deal of history with GWA
Hauser, Izzo, Petrarca, Gleason & Stillman	30.25	37	8	33	31	139.25	limited experience; Thorncreek Wastewater Plant - I liked the construction disputes experience. ;Appears to have good IGA experience along with construction disputes. Represents lots of school districts and one sanitary district, with an emphasis on government law
Ottosen, DiNolfo, Hasenbalg & Castaldo	33	36	0	34	30	133	local govt focus, sanitary district experience; Yorkville Sanitary District; Suing Village of Lisle-Woodridge Fire Protection; Lots of local government, including two sanitary districts. Providing two main client contacts, which I find to be attractive, since it's always a possibility your main point of contact is out and you don't know who to contact when an issue arises
Peregrine, Stime, Mewman, Ritzman & Cruckner, Ltd.	31	35	10	35	32	143	Roger is experienced with San Districts (limited practice); I've worked with Roger quite a bit and have a tremendous amount of respect for him. He's effecient, to the point, and easy to work with. Downside is that most of his work appears to be with "district's" and not municipalities
Rathje Woodward	30.5	34	9	30	27	130.5	limited San District work, Conflict of Interest= Zemenak serves as Ethics Officer for GE;Big Rock Wastewater- Attorney is Glen Ellyn ethics officer. ;No wastewater expiereince, all local government, albeit very good local governement experience. Serves several other villages though in a very primary role.

**RESPONSE TO  
REQUEST FOR PROPOSALS  
FOR LEGAL SERVICES**

**Prepared For:  
GLENBARD WASTEWATER AUTHORITY  
945 Bemis Road  
Glen Ellyn, Illinois 60137**

**By**

**HAUSER, IZZO, PETRARCA,  
GLEASON & STILLMAN, LLC**

ATTORNEYS AT LAW

Contact Person: John M. Izzo  
Email: [jizzo@hauserizzo.com](mailto:jizzo@hauserizzo.com)  
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1415 W. 22<sup>nd</sup> Street, Suite 200  
Oak Brook, Illinois 60523  
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**February 26, 2020**

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## **I. FIRM BACKGROUND**

Our firm's name, addresses, phone numbers, and fax numbers appear on the cover of this proposal. A brief history of Hauser, Izzo, Petrarca, Gleason & Stillman, LLC (HIPGS) is set forth below. We have 13 attorneys, all of whom practice local government law as their primary or exclusive area of focus. HIPGS employs no paralegals but does utilize three legal assistants. Currently, we have six attorneys who are members (partners), five attorneys who are associates, and two who are of counsel to the firm. One of our former associates performs legal work on a contractual basis.

Our firm was founded in 2005 as Hauser, Izzo, DeTella & Petrarca, and since then has been known as Sraga Hauser (2008-2014), Hauser Izzo, (2014-2018) and, finally, Hauser, Izzo, Petrarca, Gleason & Stillman (2018-present). Our partners all have experience in local government law going back much longer than 2005. Our goal has always been to provide the highest quality legal service in an efficient manner, protective of the local taxpayer's interests, all the while staying accessible and responsive to our clients.

HIPGS is a full-service local governmental law firm whose members have provided decades of service to local government cooperatives, school districts, park districts, and other municipal bodies. Our attorneys are housed in two Chicago-area offices (Oak Brook and Flossmoor) and provide legal services to more than 100 governmental entities throughout Illinois.

Our local government practice areas include a wide variety of matters, including collective bargaining and labor relations; personnel matters such as employee discipline, non-renewals, reductions-in-force, and dismissals; board policy and procedures; ethics and open meetings; construction contracts and litigation; municipal finance and debt issuance; risk management, liability avoidance, and insurance defense; property acquisition and leasing, sale, and eminent domain; and civil rights litigation.

We represent our local government clients for litigation in federal and State courts at each level, administrative agencies, and arbitrations and mediations in matters such as tort and contract liability, civil rights issues, Open Meetings Act matters, discrimination claims, First Amendment issues and other general liability and personal injury matters and administrative/appellate review. The administrative agencies have included such federal and State agencies such as the Equal Employment Opportunity Commission, the Illinois Human Rights Commission, the U.S. Department of Education's Office for Civil Rights, the Illinois Public Labor Relations Board and Educational Labor Relations Board, the Illinois State Board of Education, the Illinois Department of Revenue, the Property Tax Appeal Board, and the Cook County Human Rights Commission.

We provide counsel to numerous entities created by intergovernmental agreement, including special education joint agreements, a tort liability defense and risk management cooperative, and a cooperative between regional offices of education. Our attorneys have been involved in the creation, the dissolution, and the governance of such entities. Furthermore, we are regularly called upon to craft agreements for the sharing of public resources, the division of revenues and costs, and the cooperation in the provision of services by various local governments.

While most of our governmental clients are taxing bodies, several derive most of their revenue through fees charged to contributor entities. We have experience dealing with the types of budgetary, fund management, and borrowing issues common to all units of government.

Our attorneys routinely deal with governing board procedures, such as Open Meetings Act issues, voting requirements and parliamentary procedures. We regularly review board agenda, prepare notices, and attend countless meetings. We ask that our clients forward to us their board meeting minutes and a copy of each agenda so that we may familiarize ourselves with routine matters affecting our clients and identify areas of potential concern. We review those minutes and agendas at no charge.

All of our governmental clients face legal issues regarding public records. For that reason, we are well-versed in such laws as the Freedom of Information Act, the Local Records Act, and the Personnel Record Review Act. We are often called upon to assist in drafting responses to FOIA requests, appeals to the Public Access Counselor of the Attorney General's Office, subpoenas, and discovery in litigation.

We also assist, advise, and prosecute in administrative hearings conducted for our clients, such as industrial pollutant, police disciplinary, student residency, and employee termination cases.

HIPGS regularly represents clients involved in construction disputes with general contractors, subcontractors, construction managers and architects. This representation includes litigation, arbitration and mediation of all construction related disputes. We have significant experience in reviewing virtually every AIA (American Institute of Architects) contract for architects, construction managers, contractors and subcontractors. Our attorneys have also dealt extensively with all matters related to competitive bidding. We have litigated a number of construction related issues, including breach of contract, mechanics liens, bid bonds, payment and performance bonds, and various claims by architects and construction managers, with favorable outcomes to our clients. Our attorneys have worked within a variety of construction delivery systems. We are available to assist in evaluating proposals and credentials for a future construction projects.

In the labor area, we have extensive experience in negotiating collective bargaining agreements and providing labor advice and representation before the Illinois Public Labor Relations Board and Educational Labor Relations Board. When representing our clients in negotiations, we understand that our client's governing board chooses the approach or tone of the negotiations at the bargaining table. However, consistent with the current trend in negotiations, our negotiations style of choice is generally collaborative and interest-based, rather than confrontational or "positional."

We have established a solid reputation for ourselves as a personal law firm that puts clients first and serves them with honesty and integrity. We believe our success is driven by a client-focused approach to the successful resolution of legal issues. We manage each client's interests as a team. We assign primary responsibility for each issue to the lawyer or lawyers whose skills and experience may best achieve a successful outcome in a cost-effective manner. Nevertheless, we each stand ready to contribute our time and expertise, as needed, without compounding costs. This collaborative strategy works well for us and our clients, and it allows us to draw readily on those resources that will produce the best results.

## II. ATTORNEY QUALIFICATIONS

We propose that the attorneys who would be primarily responsible for servicing the Authority would be John M. Izzo and Christopher L. Petrarca.

**John M. Izzo** is a partner in our Flossmoor office.

Mr. Izzo received his B.A. degree in Political Science summa cum laude from Bradley University and his J.D. degree cum laude from the University of Illinois. For two years following his graduation from law school, he served as law clerk to Illinois Appellate Court Justice George W. Lindberg. Since 1984, his legal practice has focused in the areas of general local government law, real estate taxation and public finance, appellate work, constitutional law, election law, board procedures, and governmental ethics. Mr. Izzo has served as general counsel to numerous forms of government, including sanitary district, township, library board, police and fire commission, park district, and school district. He has also acted as counsel to numerous educational and municipal officers electoral boards. He has co-authored the chapters on Church-State Issues, Civil Rights Litigation, and School Finance in the last several editions of the Illinois Institute for Continuing Legal Education's treatise on Illinois School Law. Mr. Izzo is a frequent presenter to organizations such as the Illinois Local Government Finance Officials Association, the Illinois Association of School Business Officials, the Illinois Association of School Boards, the Township Officials of Cook County, and the League of Women Voters.

**Christopher L. Petrarca** is a partner in our Oak Brook office.

Mr. Petrarca received his B.S. degree from Eastern Illinois University in 1987 and his J.D. degree from John Marshall Law School in Chicago in 1994. He received a Master's degree in Business Administration (MBA) from the University of Notre Dame in 1990. His experience includes practice in the areas of general municipal and school law, and employment law, including appearances before various State and federal agencies. Mr. Petrarca handles general litigation in both the public sector and private sector, and has extensive experience in the areas of real estate law and construction law.

Both Mr. Izzo and Mr. Petrarca were founders of our predecessor firm – Hauser, Izzo, DeTella & Petrarca – in 2005. Both Mr. Izzo and Mr. Petrarca dedicate about 50% of their practice to local governmental employment and labor related issues. These partners have strong ties to the community. Mr. Izzo was born and raised in Elmhurst and has family still in the Lombard area. Mr. Petrarca is a long-time resident of Winfield and his wife, Enza Petrarca, is the Village Attorney for Downers Grove. Both Mr. Izzo and Mr. Petrarca are available to serve the Authority immediately and for the next several years.

We would also expect to call upon any of our other attorneys. Their biographical information is as follows:

**Raymond A. Hauser** is a partner in our Flossmoor office.

Mr. Hauser received his Bachelor's degree, cum laude, from Augustana College in 1981 and his Juris Doctor degree from DePaul University College of Law in 1984. His career has focused on labor relations, negotiating collective bargaining agreements, arbitrating labor disputes, detachment/annexation and district reorganization proceedings, construction matters, public finance and real estate matters, and employee and student rights and disciplinary matters. In addition, Mr. Hauser is an experienced litigator, having represented local governmental clients in civil rights litigation, employment discrimination litigation, unfair labor practice proceedings, tenured teacher dismissal hearings, and construction disputes.

**Daniel M. Boyle** is a partner in our Flossmoor office.

Mr. Boyle received his B.A. degree, with honors, from DePaul University in 1983 and his J.D. and LL.M. degrees from John Marshall Law School in 1986 and 1993, respectively. Mr. Boyle has been a lecturer for the Illinois Association of School Business Officials, the Illinois Association of School Boards, the Illinois Association of School Administrators. He is a member of the National and Illinois Councils of School Attorneys. Mr. Boyle concentrates his practice in general local government law, with a particular focus in labor and tax/employment law, and employee benefits law.

**William F. Gleason** is a partner in our Flossmoor office.

Mr. Gleason graduated with High Honors from the Illinois Institute of Technology in 2001 with a Bachelors of Science degree in Pre-Professional Political Science. He earned his Juris Doctor from Chicago-Kent College of Law in 2003. While at Chicago-Kent he was an inaugural member of the Honors Law Program and worked in the school's in-house law clinic. Mr. Gleason concentrates his practice in municipal and governmental litigation. He regularly represents clients in State and Federal Courts as well as before the Equal Employment Opportunity Commission, the Illinois Department of Human Rights, and both the Illinois Labor Relations Board and the Illinois Educational Labor Relations Board. Mr. Gleason represents clients through all phases of litigation including trial. He has also represented numerous clients before the Illinois Appellate Court, the Illinois Supreme Court, and the U.S. Court of Appeals for the Seventh Circuit. His experience includes cases involving sexual assault, premises liability, student discipline and residency, employment non-renewals, Title VI, Title VII, Title IX, ADEA, ADA, equal protection, due process, willful and wanton supervision, First Amendment claims, conspiracy claims, retaliation claims, excessive force, unlawful search and seizure, the Surface Transportation Assistance Act and tenured teacher dismissal cases.

**Courtney N. Stillman** is a partner in our Flossmoor office.

Ms. Stillman earned a B.A. in Political Science from Manchester College in 1989, and graduated, summa cum laude, from Indiana University School of Law in 1992. In law school, she was an Articles Editor for the Indiana Law Review and received the Faculty Award for outstanding scholarship, leadership and contributions to development of the law school. She has concentrated her practice in the areas of special education and disability law and tax and corporate law. Ms. Stillman is licensed to practice in both Illinois and Indiana. She has also extensive experience as a member of local government governing boards, having served on her local elementary school board for 11 years (six as president) and for six years on her local library board. Ms. Stillman has been recognized as an Illinois "Leading Lawyer."

**Matthew J. Walters** is an associate in our Oak Brook office.

Mr. Walters received his B.A. from Albion College in 2005 and his J.D. from the DePaul University College of Law in 2008. Prior to joining Hauser, Izzo, Petrarca, Gleason & Stillman, Mr. Walters spent time working at both the Chicago Transit Authority and Chicago Public Schools, as well as representing clients in private practice. He has handled a general litigation practice in both the public and private sector, as well as experience in advising on construction, procurement, and general matters. Beyond his trial work, Mr. Walters is experienced in appeals at the state and federal level. In addition to his practice, Mr. Walters serves as an adjunct professor at DePaul where he teaches legal writing.



**Eric Bernard** is an associate in our Oak Brook office.

Mr. Bernard graduated summa cum laude from Carthage College in 2014 and graduated magna cum laude from the University of Illinois College of Law in 2017. While at the University of Illinois, Eric obtained significant trial and moot court experience. Before coming to Hauser, Izzo, Petrarca, Gleason & Stillman, Eric practiced law at a full-service Chicago law firm where he represented employers and other businesses in all aspects of civil litigation. Eric has appeared before state and federal courts and administrative tribunals.

**Eric S. Grodsky** is an associate in our Flossmoor office.

Mr. Grodsky graduated from the University of Wisconsin with a degree in Business Administration (1998) and his Juris Doctor (2002). Upon graduating, Mr. Grodsky joined a large corporate litigation firm in Cleveland, Ohio. With a deep interest in education reform, Mr. Grodsky moved on to an opportunity that allowed him to combine his law background and education when he took the position of Regional Director for an education management organization in Chicago, Illinois. There, he oversaw the operations and educational outcomes of four urban charter schools, one of which was rated as the top charter school in the city. His passion for education and policy led him to the role he held prior to joining Hauser, Izzo, Petrarca, Gleason & Stillman, LLC at the Illinois State Board of Education. As the Deputy General Counsel at ISBE, Mr. Grodsky was responsible for legal issues relating to procurement, data privacy, teacher evaluation and tenure, and educator misconduct, and served as the Race to the Top grant implementation counsel. At Hauser, Izzo, Petrarca, Gleason & Stillman, LLC, Mr. Grodsky represents school districts, charter schools, and private employers. He practices in the areas of education, labor, and employment law. Mr. Grodsky routinely counsels clients on employee rights and benefits, student rights and discipline, the Open Meetings Act, and Freedom of Information Act compliance. Mr. Grodsky negotiates and drafts contracts and intergovernmental agreements and advises on board governance and regulatory matters. He represents clients in internal and government investigations. Mr. Grodsky also regularly litigates before state and federal courts and administrative agencies including grievances, arbitrations, charges of discrimination, and state and federal lawsuits alleging violations of the Illinois Human Rights Act, Title VII and Title IX of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, equal protection, and due process. Among other matters, Mr. Grodsky has represented public and private employers in defending cases alleging sexual assault, premises liability, First Amendment violations, retaliatory discharges, and breach of contract. Mr. Grodsky has presented on various topics at the IASA-IASB-IASBO conference, for the IASA, and for the Illinois Network of Charter Schools. He is licensed to practice law in Illinois, Ohio and Wisconsin.

**Anthony Scariano, III** is an associate in our Flossmoor office.

Mr. Scariano received his Bachelor's degree from the University of Iowa in 2007, majoring in communication studies and receiving a minor in Spanish. He is a recipient of The Certificate in Entrepreneurship from the University of Iowa's Henry B. Tippie College of Business. Mr. Scariano received his Juris Doctor degree from Valparaiso University School of Law in 2014. Mr. Scariano's experience includes practice in the areas of vendor contract revision and negotiation, school construction, renovation, and additions, collective bargaining matters, student residency and discipline, teacher and employee rights and benefits, school board policy revision, Open Meetings Act and Freedom of Information Act compliance, and property tax issues in Cook, Lake, Will, and DuPage Counties. Mr. Scariano has also defended state and federal lawsuits involving claims of employment discrimination, breach of contract, personal injury, intentional tort, Illinois Wage Payment and Collection Act, Illinois Mechanics Lien Act, and other matters. He has experience practicing before the following courts and administrative bodies: Cook, Lake, Will, and DuPage County Circuit Courts; Illinois Appellate Court's First and Second Districts; Illinois Supreme Court; United States District Court for the Northern District of Illinois; U.S. Equal Employment Opportunity Commission; Illinois Department of Human Rights, Illinois Department of Labor; Illinois Department of Revenue; Illinois Property Tax Appeal Board; and Cook, Lake, Will, and DuPage Counties' Boards of Review. He has received the following awards: Thompson Reuters' Super Lawyers Rising Stars (2019); Top Attorneys: Outstanding Young Lawyers in Illinois (2019); and American Society of Legal Writers' National Order of Scribes Award (2014).

**Eugene C. Edwards** is an associate in our Flossmoor office.

Eugene C. Edwards graduated from Ohio Wesleyan University in 1976 with a bachelor's degree in Politics and Government and earned his Juris Doctor degree from the University of Akron School of Law in 1980. After beginning his legal career in Ohio, he relocated to Chicago, where he served as a fellow, staff attorney and managing attorney at the Cook County Legal Assistance Foundation from 1981 until 2000 and as a supervising attorney at the Legal Assistance Foundation from 2000 until 2012 in south suburban Cook County. Mr. Edwards has handled complex litigation cases under the Family and Medical Leave Act, the Civil Rights Act of 1964, and the Illinois Unemployment Compensation Act which have resulted in several published decisions. He has served as trainer for the Illinois Department of Children and Family Services education liaisons, the Statewide Legal Services conference, and the Cook County Bar Association. He has also served as a guest speaker at many area schools. In 2006, he was awarded the Chicago Bar Foundations' Thomas H. Morsch Public Service Award in recognition of his extraordinary service to the legal profession.

**John (“Jack”) F. Canna** is of counsel in our Oak Brook office.

Mr. Canna is a 1974 graduate of the University of Notre Dame and received his law degree in 1977 from Northwestern University School of Law. His principal areas of practice are in school, municipal and public sector labor relations law, and related litigation. He has practiced continuously in these areas since 1977. He is licensed in Illinois and is a member of the Trial Bar of the U.S. District Court for the Northern District of Illinois, the bar of the U.S. Court of Appeals for the Seventh Circuit and is admitted to practice before the Supreme Court of the United States. Mr. Canna is a charter member of the Illinois Council of School Attorneys and the Council of School Attorneys of the National Association of School Boards. He is a past member of the Education Law Section Council of the Illinois State Bar Association and a past member of the School Law Committee of the Chicago Bar Association. Mr. Canna has been an instructor in school law for Western Illinois University and in labor law for Prairie State College. He has lectured in school legal matters for the Illinois Institute for Continuing Legal Education and at institute and in-service programs for teachers, administrators and school board members. He is a contributing author of *School Law*, 1980, Illinois Institute for Continuing Legal Education. Mr. Canna is a frequent speaker on school law issues at the conventions and conferences of the Illinois Association of School Boards and the Illinois Association of School Business Officials. He regularly addresses school administrators on teacher evaluation/remediation and other school law issues. Mr. Canna has also served as Special Assistant Attorney General of the State of Illinois and as a Special Assistant State's Attorney.

**Joel R. DeTella** is of counsel in our Flossmoor office.

Mr. DeTella received his Bachelor's degree in Economics and Finance from the University of Illinois at Champaign-Urbana in 1987. He received his Juris Doctor degree from the John Marshall Law School in 1990. Mr. DeTella served as an Assistant State's Attorney of Cook County in the criminal prosecutions bureau for five years. His experience includes jury trial litigation, representation of municipal and school district clients in civil rights related cases. Mr. DeTella represents our governmental clients in property tax assessment appeals, boundary disputes, detachment and annexation and eminent domain. Mr. DeTella has extensive experience in the areas of employee and student discipline, residency matters, and construction issues.

Each of our attorneys is available at a moment's notice. Our Oak Brook office is located just a few miles from the Authority's office. Our attorneys provide cell numbers and e-mail addresses for instant communication at any time.

### **III. FIRM QUALIFICATIONS**

We have attached the contact information for several current representative governmental clients. Please feel free to call any of them.

Because of the depth of our experience and number of attorneys, we would anticipate absolutely no problems accommodating the workload of the Authority and prioritizing its needs appropriately. As evidence of that, we suggest that you contact any of our references.

As to experience with sanitary districts, John Izzo served as general counsel to the Thorn Creek Basin Sanitary District for seven years. Ray Hauser has been the chief labor negotiator for the same district since the 1990s. We also point out that we have served as general counsel to numerous intergovernmental cooperatives. Finally, as noted, our whole practice is focused on the type of local government governance, management, and finance common to Illinois governmental entities.

### **IV. FEES**

We would comply strictly with the monthly billing statement requests spelled out in your RFP.

We currently charge our public sector clients \$230.00 per hour for professional services, including but not limited to telephone inquiries, rendered by **all** of our attorneys. We bill all of our clients in increments of one-tenth of an hour and provide an itemized monthly statement by the 10th of each month following the delivery of services. The statement itemizes the date service is rendered, the specific service, and the time expended thereon. We believe that our rate is more than competitive when compared with the current rates of other attorneys representing local governmental entities with the breadth and depth of our expertise. With limited exceptions, we do not charge a flat fee for our services, nor have we worked on a retainer basis with our clients. However, we are willing to discuss a retainer arrangement where it is in the parties' best interests.

The flat fee exceptions are these. If the Authority wants one of our attorneys to attend every regular meeting of the Full Board and/or Executive Oversight Committee, we can establish a set fee to cover such attendance and the preparation therefor. This monthly or quarterly meeting fee would be designed not to exceed what our fees would be if the hourly rate applied in most periods. Also, when we act as issuer's counsel on a bond issue, we also determine a set fee based on the size and type of bonds involved.

We do not charge for customary secretarial or paraprofessional services. We do charge for attorney time during travel to and from a client's office, or on a client's behalf, to court, hearings, or other client-related meetings at our normal hourly rate. Costs incurred by our firm on behalf of our clients are passed along directly to the

client (*i.e.*, printing, messenger services, transcripts, filing fees, computer research), without markup for handling, and are itemized on the monthly statements.

We are committed to complete billing transparency and do not charge for any administrative or operations costs, nor do we impose so-called “surcharges” or attempt to make distinctions between actual and “effective” billing rates.

## REFERENCES

The following is just a representative list of governmental entities in Northern Illinois to which our firm and its attorneys currently provide legal services that are comparable to the proposed representation of GWA:

- |  |              |
|--|--------------|
| 1. Thorn Creek Basin Sanitary District<br>Ms. Jennifer Hindel, Executive Director                        | 708-754-0525 |
| 2. Educational School Insurance Cooperative (ESIC)<br>Mr. Ryan Doyle, Area Assistant Vice President      | 630-285-3848 |
| 3. Proviso Area for Exceptional Children (PAEC)<br>Ms. Mary Beth Boeh, Executive Director                | 708-450-2100 |
| 4. Lincoln-Way Area Special Education District # 843 (LWASE)<br>Mr. Sarah M. Rexroad, Executive Director | 815-806-4600 |
| 5. SPEED SEJA #802<br>Dr. Tina Halliman, Executive Director  | 708-481-6100 |
| 6. Frankfort Park District<br>Ms. Gina Hassett, Executive Director                                       | 815-469-9400 |
| 7. DuPage Community High School District 88<br>Dr. Scott Helton, Superintendent                          | 630-530-3980 |
| 8. Community High School District 94<br>Dr. Moses Cheng, Superintendent                                  | 630-876-6200 |
| 9. Harlem Consolidated School District 122<br>Dr. Julie Morris, Superintendent                           | 815-654-4500 |
| 10. Berwyn North School District 98<br>Ms. Michelle Smith, Superintendent                                | 708-484-6200 |
| 11. Brookfield-LaGrange Park School District 95<br>Dr. Mark Kuzniewski, Superintendent                   | 708-485-0606 |
| 12. Lincoln-Way Community High School District 210<br>Dr. Scott Tingley, Superintendent                  | 815-462-2100 |

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John T. O'Connell\*  
Donald S. Rothschild  
Anne M. Skrodzki  
Richard J. Skrodzki

Erika Tovar  
Stephen A. Viz  
Alison J. Wetzel  
Francis J. Wirtz

Thomas P. Russian  
(1946 - 2015)

\*Of Counsel

\*\*Also Admitted in California

\*\*\*Also Admitted in Texas

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## GLENBARD WASTEWATER AUTHORITY REQUEST FOR QUALIFICATIONS GENERAL LEGAL SERVICES February 26, 2020

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  - F. Stephen A. Viz
  - G. Richard J. Nogal
  - H. Christopher J. Novak

**Submitted By:**  
**James D. Healy, Partner**  
**Goldstine, Skrodzki, Russian, Nemec & Hoff, Ltd**  
**835 McClintock Drive**  
**Burr Ridge, Illinois 60527**  
**630-655-6000**  
**JDH@GSRNH.com**

# Goldstine, Skrodzki, Russian, Nemec and Hoff, Ltd.

Attorneys at Law

The Prairie Building  
835 McClintock Drive ■ Second Floor  
Burr Ridge, IL 60527-0860  
Telephone (630) 655-6000  
Facsimile (630) 655-9808  
WWW.GSRNH.COM

William M. Brennan  
William J. Cotter\*  
Gregory L. Dose\*\*  
Brian M. Dougherty  
Robert D. Goldstine  
Michelle V. Hanlon\*\*\*  
Hon. Russell W. Hartigan (Ret.)  
James D. Healy  
Howard M. Hoff  
William H. Hrabak, Jr.

Keith R. Krider  
Mark A. Lara  
Craig T. Martin  
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February 26, 2020

VIA Email to: [MSTREICHER@GBWW.org](mailto:MSTREICHER@GBWW.org)

Matt Streicher, P.E., BCEE  
Glenbard Wastewater Authority  
945 Bemis Road  
Glen Ellyn, IL 60137

RE: Qualifications and Proposal for Legal Services

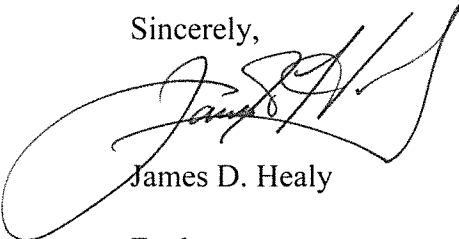
Dear Mr. Streicher;

Thank you for the opportunity to present this firm's credentials and proposal for general legal counsel services to Glenbard Wastewater Authority. Attorneys in this firm have a substantial experience with not only the Glenbard Wastewater Authority, but with other sanitary districts and other local governments in the areas of labor and employment, intergovernmental agreements, construction contracting, property acquisition, general governance and litigation.

The pages following this letter respond to the Request for Qualifications that you provided. Please contact the undersigned by phone (630-655-6000) or email ([jdh@gsrnh.com](mailto:jdh@gsrnh.com)) if you would like and additional information.

Our legal practice is grounded in expertise, integrity, responsiveness and quality services. We would appreciate the opportunity to continue having the Authority as a client.

Sincerely,



James D. Healy

Enclosures



# Goldstine, Skrodzki, Russian, Nemec and Hoff, Ltd.

Attorneys at Law

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## Response to Glenbard Wastewater Authority Request for Qualifications and Proposal for General Legal Services February 26, 2020

### A. Firm Background

1. Name of firm: Goldstine, Skrodzki, Russian, Nemec and Hoff, Ltd
2. Address: 835 McClintock Drive  
Burr Ridge, IL 60527  
  
Phone number: (630) 655-6000  
Fax number: (630) 655-9808
3. Brief history: The firm began in 1937. Robert Goldstine joined the firm in 1956 as its second attorney and is still actively practicing. The firm has become one of the largest independent general practice law firms in the suburban Chicago metropolitan area. Its offices are now located in its own a state-of-the-art building in Burr Ridge, and the firm has grown to 25 lawyers practicing in a wide range of disciplines, which are fully described in the accompanying firm brochure. Representation of local government units has always been part of the firm's practice. Through the years, the firm's attorneys have served as corporation counsel for the Villages of Willow Springs, Orland Hills and Summit; and have served as special counsel to the Villages of Bridgeview, Darien, Indian Head Park, Lynwood and Orland Park, and the Cities of Aurora and Berwyn. The firm's attorneys have also served as corporation counsel to Glenbard Wastewater Authority, Otter Creek Water Reclamation District and special counsel to Flagg Creek Water Reclamation District for employment and governance matters.

4 & 5. Areas of Practice – Number of Attorneys and Legal Assistants. The firm has 25 attorneys and 15 legal assistants, several of whom work in multiple practice areas.

Local Government; Land Use and Development

4 attorneys; 1 legal assistant

Employment and Labor Law

4 attorneys; 1 legal assistant

Construction Law

5 attorneys; 2 legal assistants

Business and Corporate Law

8 attorneys; 4 legal assistants

Real Estate Law/Condemnation

6 attorneys; 2 legal assistants

Litigation

6 attorneys; 2 legal assistants

Transportation Law

2 attorneys; 1 legal assistant

Estate Planning, Tax and Probate

4 attorneys; 2 legal assistants

6. Support Personnel – Position and Number

Office Manager/Comptroller	1
Operations Manager	1
Billing Manager	1
IT Technician	1

7. Firm organization: The firm is incorporated, with 14 shareholders who are referred to as “Partners.” Five partners form the management committee of the firm, which collectively determines firm policies and is responsible for all business and personnel decisions. Day-to-day management of the firm is handled by the President of the corporation.

## B. Attorney Qualifications

- 1 & 2. Attorney qualifications and information: The following attorneys would represent the Authority with respect to the referenced disciplines. Resumes of these attorneys' educational and practice credentials are on subsequent pages as well as in the accompanying brochure.

### Governance and Intergovernmental Agreements

**James D. Healy:** Jim has been with the firm 24 years and is a partner. He has a wealth of experience with numerous local government entities, and serving as special counsel in the areas of real estate, corporate governance, Open Meetings Act and Freedom of Information matters, redevelopment, eminent domain and intergovernmental relations for such agencies as the City of Aurora's Seize the Future Foundation, the City of Berwyn, the Village of Willow Springs and the Flagg Creek Water Reclamation District and others. Jim's work includes annexation agreements with private land owners, and various construction and vendor agreements. Jim has been a member of the DuPage County Board of Commissioners since 1998 and currently is chairman of its Public Works Committee. He is also a member of the Board's finance, transportation and legislative committees, and now serves as DuPage County's representative on the Chicago Metropolitan Agency for Planning (CMAP). Jim has previously served as an Alderman in the City of Des Plaines. Jim serves on the Board of Directors for the National Association of Regional Counsels (NARC), the National Association of Counties (NACo), and as Vice President of the Illinois State Association of Counties (ISACo).

**Gregory L. Dose (Of Counsel):** Greg joined the firm as a partner fifteen years ago. On January 1, 2020, Greg reduced his workload and is now officially "Of Counsel" with the firm. Greg has been the lead attorney in this firm's 7+ year representation of the Glenbard Wastewater Authority. He incorporated and served as corporation counsel and general manager for Otter Creek Water Reclamation District in Kane County until 2012, when the District dissolved and transferred its facilities and operations to the Village of South Elgin. In addition, he has counseled several wastewater authorities on governance, statutory interpretation, IEPA regulations, Open Meetings Act and Freedom of Information Act matters. Greg holds a Master of Planning degree and is a member of the American Institute of Certified Planners (AICP).

## Labor and Employment

**Donald S. Rothschild:** Don has been with the firm for 27 years and is a partner. In the past four years he has devoted approximately 75% of his time to representation of employers in labor and employment matters, a large portion of which has been for public entities. He has counseled and represented Flagg Creek Water Reclamation District with regard to various employee issues. He regularly represents the City of West Chicago and Palos Heights Fire Protection District in collective bargaining negotiations, interest arbitration, unfair labor practice allegations, separation agreements, employee discipline, and grievance arbitration. Don is fully familiar with employer obligations under the Family and Medical Leave Act, the Americans with Disabilities Act, and other employee rights statutes. He represents employers before the Equal Employment Opportunity Commission, the Illinois Department of Human Rights, the Illinois Labor Relations Board, the Illinois Department of Labor, and state and federal courts.

**Brian M. Dougherty:** Brian has been with the firm for fourteen years and is a partner. In the past four years he has devoted approximately 50% of his time to employment law matters, primarily on behalf of employers. He handles litigation of employment termination, employment discrimination, and wage and benefit matters under Title VII of the Civil Rights Act, the Fair Labor Standards Act and other state and federal anti-discrimination statutes. He represents employers before the Illinois Department of Human Rights and state and federal courts.

## Construction

**William H. Hrabak, Jr.:** Bill has been with the firm for 29 years and is a partner with substantial experience in disputes involving construction contracts, construction defects, construction performance and payment bonds, and the prosecution and defense of mechanics lien foreclosure actions involving private and public construction projects. He has extensive trial experience and appears regularly in the Circuit Court for DuPage County and state Appellate Courts. Bill also has substantial experience in alternative dispute resolution forums. He has represented Chicago City Colleges in various civil litigation matters at the trial and appellate levels.

## Real Estate Litigation/Land Use/Condemnation

**Stephen A. Viz:** Steve joined the firm as a partner in 2019 and leads the firm's eminent domain/condemnation practice. For 25 years, Steve has concentrated his practice in eminent domain/condemnation litigation and appeals, governmental and regulatory takings, public infrastructure improvements, roadway/pipeline/drainage right-of-way acquisitions, property rights and valuation, land use and development, real estate litigation and transactions. Steve has counseled and litigated on behalf of numerous governmental agencies, including the State of Illinois, counties, municipalities, fire protection districts and other units of local government. Steve has served as Special Assistant Attorney General, Special Assistant State's Attorney for McHenry and Kendall Counties and special counsel for the City of Joliet, Village of Tinley Park and the Fox River and Countryside Fire Rescue District.

## Litigation

**Richard J. Nogal:** Rick joined the firm as a partner 18 years ago. He heads the firm's litigation group. In the past he has devoted approximately 20% of his time to employment matters, including preparation and enforcement of separation and non-competition agreements. He has also authored articles and presented at legal seminars on employment agreements. He appears regularly in litigation matters in the Circuit Court for DuPage County, and has substantial experience in construction litigation and arbitration, including representing a contractor in the DuPage County Courthouse indoor air quality litigation and the Indian Prairie Library District (Darien) in a significant construction defect action. Rick has substantial experience in local government matters as a member and President of Consolidated High School District 230, a member and President of Palos Community Consolidated School District 118, and a Commissioner of Palos Fire Protection District.

**Keith Krider:** Keith joined the firm as an associate four years ago. His practice focuses primarily on contract litigation, but includes work in a variety of other areas as well, such as employment disputes, construction and lien law, and bankruptcy. He has experience in both state and federal practice, and has drafted arguments presented before the US Court of Appeals for the Seventh Circuit. Keith is a long-time Chicago resident, having graduated from the University of Chicago Law School in 2010.

- 3 & 4. **Jim Healy** will be the primary attorney for the Authority's matters. He will evaluate all issues and projects referred by the Executive Director, and, to the extent he does not handle them or additional expertise is needed, they will be assigned to the most appropriate attorney or legal assistant for handling. Jim will monitor all Authority matters and have direct contact with the Executive Director or his designee in order to enhance communication and minimize fees. Jim is available for Authority assignments.
5. Backup attorneys: The firm has several attorneys who could handle Authority matters as capably as the attorneys already identified. **Richard Skrodzki** has substantial experience in local government and specialty district representation. **Kenneth Nemec, Jr.** and **Craig Martin** are very experienced in construction and employment law matters. Resumes of these attorneys' educational and practice credentials are located in the accompanying brochure.

C. Firm Qualifications

1. Client references

Otter Creek Water Reclamation District

Peter Morrison, former District Trustee and Vice President 847-888-7957

Flagg Creek Water Reclamation District

James Liubicich, Executive Director, PE 630-323-3299

Thomas Walsh, Trustee for the District 708-205-4900

City of West Chicago

Patrick Bond, City Attorney (Bond, Dickson & Assoc.) 630/681-1000

Seize the Future Development Foundation

Brian Gay, President/CEO – 630- 256-3160

Richard Veenstra, City Attorney, City of Aurora – 630-256-3060

2. Workload priority: The matters referred by the Authority will be given the highest priority and will be responded to promptly. Jim Healy will monitor all Authority matters and assure timely action.
3. Prior experience with sanitary districts:  
Greg Dose served as corporation counsel for Glenbard Wastewater Authority and Otter Creek Water Reclamation District. Several attorneys in the firm worked on Otter Creek assignments related to construction contracts, litigation and bond financing.

Greg Dose and Jim Healy have provided special counsel to Flagg Creek Water Reclamation District on property acquisition matters.

Don Rothschild and Greg Dose have provided special counsel to Flagg Creek Water Reclamation District on employment and governance matters since 2011.

D. Fees

1. Attorney and legal assistant services will be provided to the Authority at the following hourly rates: Partners - \$225; Associates - \$200; Legal Assistants - \$125. Miscellaneous administrative expenses, such as typical photocopying, local and long distance phone calls, local travel, regular mail postage and fax charges, will be covered by a "client cost" charge set at two percent (2%) of hourly fees billed. Costs for application and filing fees, certified mailings, overnight and courier delivery services, court reporter fees, computerized legal research and major photocopying will be invoiced as separate entries.
2. Invoices for fees and costs will be issued monthly, with every entry detailed by date, attorney or legal assistant, detailed description of services, time spent, and fee. Each assignment from the Authority will be billed as a separate matter, and total fees and costs will be summarized for each matter monthly and annually. No service charge or penalty will be assessed if payment is made by the Authority within 45 days of receipt of the bill.



THE LAW OFFICES OF

*Peregrine, Stime, Newman, Ritzman & Bruckner, Ltd.*

HARTMAN E. STIME (1927-1991)  
ROY I. PEREGRINE  
THOMAS M. NEWMAN  
ROGER A. RITZMAN  
MARK A. RITZMAN

[rritzman@psnrb.com](mailto:rritzman@psnrb.com)

February 27, 2020

Glenbard Wastewater Authority  
945 Bemis Road  
Glen Ellyn, IL 60137

Response to RFP for General Counsel Legal Services

A. Firm Background

Peregrine, Stime, Newman, Ritzman & Bruckner, Ltd.  
221 E. Illinois Street, P.O. Box 564  
Wheaton, IL 60187-0564  
(630) 665-1900 Phone  
(630) 665-0407 Fax  
[www.psnrb.com](http://www.psnrb.com)

The Firm was founded in Wheaton in 1959 by Roy I. Peregrine and Hartman E. Stime. Roger Ritzman joined the Firm in 1976 and became an owner/partner in 1981. Mark Ritzman joined the Firm in 2010.

Roy Peregrine is semi-retired after specializing for years in workers compensation. Roy's recent practice is estate planning.

Thomas Newman's specialty is family law.

Roger Ritzman's specialty is local government law.

Mark Ritzman's specialty is local government law and real estate law.

Fiorella Hansen is our Office Manager/Paralegal/Administrative Assistant. Fiorella has been with the Firm for 22 years.

Jane Drake is an Administrative Assistant assisting all Attorneys.

Peggy Rohn is our part-time bookkeeper.

Re: office organization, each Attorney has primary responsibility for serving his clients with assistance from other Attorneys as needed.



B. Attorney Qualifications

Roger Ritzman and Mark Ritzman would assist the Authority.

Roger Ritzman is a 1973 graduate of The University of Michigan and a 1976 graduate of The University of Illinois College of Law. Roger received his license to practice law in 1976.

Mark Ritzman is a 2004 graduate of the University of Iowa and a 2008 graduate of the John Marshall Law School. Mark received his license to practice law in 2008.

Roger has been practicing law for 43 years with substantial experience in most aspects of local government law. He has substantial experience with:

1. State and Federal laws relating to sanitary sewer systems/wastewater treatment systems;
2. Intergovernmental agreements;
3. Construction contracts;
4. Laws common to most units of local government, e.g., OMA and FOIA.

Roger is General Counsel for 52 Public Libraries in the Chicago suburbs, including the Aurora Public Library, Naperville Public Library and Arlington Heights Memorial Library. His work with Public Libraries over the years has included many capital improvements projects, financing of such projects, contracts with vendors, and intergovernmental agreements.

Roger has served as General Counsel for the Wheaton Sanitary District since 1991. In that capacity, Roger's work has included many capital improvements projects, financing of such projects, contracts with vendors, and intergovernmental agreements.

Roger devotes 95% of his time to representing units of local government.

Mark has developed his expertise in local government law working with Roger over the last 10 years. Mark's experience includes drafting intergovernmental agreements, contracts with vendors, and contracts for capital improvements in addition to addressing OMA and FOIA issues.

Mark devotes approximately 75% of his time to representing units of local governmental.

Roger would be the primary contact for the Authority with responsibility for the Authority's work. Mark would assist Roger as needed and handle the Authority's work if Roger is on vacation. Roger, age 68, has no plans for retirement.

C. Firm Qualifications

References:

Wheaton Sanitary District

1. Matt Larson, Executive Director (630-668-1515)
2. Bill Kindorf, Trustee (630-253-2244)
3. Hank Stillwell, Trustee (630-399-9936)
4. Jeff Walker, Trustee (630-204-0857);

Arlington Heights Memorial Library

Mike Driskell, Director (847-506-2615)

Aurora Public Library

Michaela Haberkern, Executive Director (630-264-4119)

Naperville Public Library

David Della Terza, Director (630-637-6100)

The Authority's work would be accommodated in accordance with the Authority's schedule. Phone calls and emails are addressed within 24 hours (usually the same day). The Authority's timeframe/schedule is then determined, e.g., emergency, within a few days, within a week, etc.

Roger has served as General Counsel for Wheaton Sanitary District (WSD) since 1991. During his 29 years serving WSD, Roger has assisted with multiple capital improvement projects, contracts with vendors, intergovernmental agreements, easement acquisitions, drafting of ordinances, user charges, connection permits, etc.

D. Fees

Our Firm's current fees for all types of legal services rendered to WSD/units of local government are based upon our time expenditure at the rate of \$225.00 per hour. Typically, we bill quarterly for services rendered. We do not bill for internal costs, e.g., photocopies, fax or emails. We bill for costs advanced to third parties, e.g., recording fees (County Recorder) and Fed Ex charges.

Thank you for considering our Firm for legal services.

Very truly yours,

PEREGRINE, STIME, NEWMAN,  
RITZMAN & BRUCKNER, LTD.

By:   
Roger A. Ritzman

# **SECTION 8.0**

## **BIOSOLIDS DEWATERING PROJECT - RESOLUTION AND AUTHORIZATION FOR STATE REVOLVING LOAN FUND APPLICATION**

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**MEMORANDUM**

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**TO:** Executive Oversight Committee

**FROM:** Matt Streicher, P.E., BCEE, Executive Director

**DATE:** June 11, 2020

**RE:** IEPA State Revolving Loan (SRF) Loan Requirements



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When applying for the Facility Improvement Project SRF loan in 2016, GWA attorney Greg Dose and the IEPA Financial Section in-house attorney Vera Herst discussed the process, and it was advised that we will need to proceed with Authority and village approvals in much the same fashion as was done in 2007 for the previous SRF loan. Because GWA is not a stand-alone entity that sets rates, bills customers and collects revenue on its own, Ms. Herst wanted to see an ordinance from each village that:

1. Approves the loan.
2. Commits to setting rates and making payments sufficient to cover its share of debt service.
3. Confirms that public notice of the opportunity for a referendum was given.
  - a. Only applies to Lombard, as it is a non-home rule municipality.

We need to proceed as follows to successfully secure the IEPA SRF Loan:

1. The EOC adopts a Resolution authorizing and approving the loan, and directing notification to the villages
2. Each village adopts an ordinance that contains the items noted above
3. Lombard will need to publish its ordinance
4. Wait out the 30-day period for a referendum petition
5. Get certificates from the villages and the Authority about adoption of the Resolution, the ordinances, and no referendum petition
6. Prepare a legal opinion stating that all steps were taken and the loan obligation was duly approved and is binding

The Authority respectfully request your approval of the attached Resolution authorizing and approving the \$3,000,000 loan through the IEPA SRF Loan Program.

The Authority also requests the Executive Oversight Committee formally adopt the enclosed resolution authorizing the Executive Director to sign loan application documents, so that the loan application may be submitted to the IEPA.

Items that the Executive Director may sign for in the loan application include:

1. The portions of the loan application itself that pertain to certifying the Authority's tax payer identification number (page 6 of the appendix), executive compensation data (page 7 of the appendix), proof of resolution authorizing the executive director to sign loan documents (page 8 of the appendix), the final certification (page 9 of the appendix).
2. Tax Certificate and Agreement
3. UEPA Form 5700-49 – Certification regarding Debarment, etc.

These documents are also enclosed for further information.

GLENBARD WASTEWATER AUTHORITY  
Executive Oversight Committee

RESOLUTION NO. 01-20

**A Resolution approving a loan from the IEPA State Revolving Fund in an amount not to exceed \$3,000,000 to pay for the Authority's 2020 Sludge Dewatering Rehabilitation Project**

WHEREAS, Glenbard Wastewater Authority (the "Authority") is a joint agency of the Village of Glen Ellyn and the Village of Lombard (collectively, the "Villages") created by an Intergovernmental Agreement (the "IGA"), which was duly amended and restated as of April 17, 2014, for the purpose of jointly treating wastewater for the Villages; and

WHEREAS, the IGA was entered into by the Villages in accordance with authority conferred upon them by Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the IGA established an Executive Oversight Committee ("EOC") consisting of elected and appointed officials from the Villages to oversee management and operations of the Authority; and

WHEREAS, Section II.C.ix of the IGA authorizes the EOC to approve debt or loan obligations related to the operation of the Authority, subject to the right of the corporate authorities of either of the Villages to adopt an ordinance negating such approval within thirty days after receiving notice of the EOC's action; and

WHEREAS, the Authority determined that in the interest of public health, safety and welfare it is necessary and appropriate to undertake comprehensive repair and renovation of the Authority's main treatment facility located at 945 Bemis Road, Glen Ellyn, Illinois, including rehabilitations to the sludge dewatering facilities. These rehabilitations, modifications and installations, referred to herein as the "2020 Sludge Dewatering Rehabilitation Project" will allow

the treatment facility to continue to collect and treat wastewater in compliance with applicable state and federal standards and regulations, and will have an expected useful life of 25 years; and

WHEREAS, the estimated cost of the 2020 Sludge Dewatering Rehabilitation Project, including construction, engineering, legal, financial and other related expenses, is in the amount of up to \$3,000,000 and the Authority has insufficient funds on hand and lawfully available to pay all such costs; and

WHEREAS, the Authority has submitted application documents to the Illinois Environmental Protection Agency (“IEPA”) in accordance with applicable provisions of 35 Ill. Admin. Code 365 for a loan from the Water Pollution Control Loan Program of the State Revolving Fund in an aggregate principal amount not to exceed \$3,000,000 to pay the costs of the 2020 Sludge Dewatering Rehabilitation Project (the “Loan”); and

WHEREAS, the Loan will bear a fixed interest rate determined in accordance with 35 Ill. Admin. Code 365.440, which does not exceed the maximum rate authorized by the Bond Authorization Act as amended at the time of issuance of the Loan funds (30 ILCS 305/2); and

WHEREAS, the Loan principal and interest payments will be made semi-annually, and will be fully amortized within 20 years, which is within the useful life of the 2020 Sludge Dewatering Rehabilitation Project; and

WHEREAS, the Loan will be in accordance with a written agreement between the IEPA and the Authority (the “Loan Agreement”) that specifies the duly determined fixed interest rate and amortization term for the Loan, and will be repaid with wastewater treatment charges imposed and collected by the Villages and contributed to the Authority in accordance with the IGA.

NOW, THEREFORE, BE IT RESOLVED BY THE EXECUTIVE OVERSIGHT COMMITTEE OF THE GLENBARD WASTEWATER AUTHORITY, DUPAGE COUNTY, ILLINOIS, as follows:

SECTION 1. Incorporation of Recitals. The recitals contained in the foregoing preambles are true and correct, and are incorporated into this Resolution as though fully set forth in this Section 1.

SECTION 2. Determination to Borrow Funds. It is necessary and in the best interests of the Authority, the Villages and the health, safety and welfare of the public to implement the 2020 Sludge Dewatering Rehabilitation Project in accordance with plans and specifications approved by the Authority and IEPA, and, because the Authority does not have sufficient funds available to pay the entire cost of the 2020 Sludge Dewatering Rehabilitation Project, it is therefore appropriate to borrow funds for such implementation in an aggregate amount not to exceed \$3,000,000 from the Water Pollution Control Loan Program of the State Revolving Fund administered by the IEPA, and to pay fixed interest charges determined in accordance with 35 Ill. Admin. Code 365.440 that cannot exceed the statutory maximum determined in accordance with 30 ILCS 305/2 (expected to be approximately 2.5%).

SECTION 3. Approval of Loan. Pursuant to Section II.C.ix of the IGA, the Loan is hereby authorized, approved and accepted, provided it is in accordance with the Loan Agreement. The proceeds of the Loan shall be used solely for the purposes of the 2020 Sludge Dewatering Rehabilitation Project, as approved by the IEPA, and can be used for construction period interest payments financed over the term of the Loan. The Chairman of the EOC is hereby authorized and directed to execute the Loan Agreement on behalf the Authority.



SECTION 4. Loan Not Indebtedness of the Authority or Villages. Repayment of the Loan to the IEPA is to be solely from wastewater treatment charges imposed and collected by the Villages and contributed to the Authority in accordance with the IGA, and shall not be a general obligation of the Authority or the Villages. The Loan does not constitute an indebtedness of the Authority or the Villages within the meaning of any constitutional or statutory limitation.

SECTION 5. Reserve Accounts; Other Loans. For so long as the Authority has loan obligations predating the Loan Agreement, including the Anaerobic Digester Improvement Project (IEPA Project No. L17-2874), the Authority shall maintain payment accounts, coverages and reserves sufficient to meet those loan obligations and the obligations imposed by the Loan Agreement.

SECTION 6. No Additional Resolutions or Ordinances. The EOC and the Authority will not adopt any resolutions or ordinances which provide for any substantive or material change in the scope or intent of this Resolution, including, but not limited to, interest rate, preference or priority of any obligation over the Loan approved by this Resolution, or parity of any other loan obligation with the Loan approved by this Resolution, or otherwise alter or impair the obligation of the Authority to pay the principal and interest due under the Loan Agreement without the written consent of the IEPA.

SECTION 7. Notification to Villages; Support Ordinances. Upon passage and approval of this Resolution by the EOC, the Executive Director of the Authority is hereby directed to give notice of the EOC's approval of the Loan Agreement to the corporate authorities of the Villages in accordance with Section II.C.ix of the IGA, and to request and obtain from each Village an ordinance and certifications confirming (i) that it has no objection to the Loan, (ii) that it will impose, collect and pay over to the Authority wastewater charges sufficient to pay its share of the

Authority's operating expenses and loan obligations in accordance with the IGA, the Loan Agreement and prior loan obligations of the Authority, and (iii) that it has given public notification of the opportunity and procedure for submission of a referendum question on the 2020 Sludge Dewatering Rehabilitation Project to its electors as may be required by law.

SECTION 8. Complete Authorization. This Resolution together with the requisite ordinances and certificates of the Villages constitute complete authorization for the Authority to enter into the Loan Agreement under the IGA and applicable law.

SECTION 9. Severability. If any section, clause or provision of this Resolution is held invalid by a court of competent jurisdiction over the Authority and Villages, such invalidity of shall not affect the validity of the other sections, clauses or provisions of this Resolution.

SECTION 10. Repealer. All ordinances, resolutions or orders of the Authority, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Presiding Officer

ATTEST:

\_\_\_\_\_  
Secretary



## **Glenbard Wastewater Authority**

945 Bemis Road Glen Ellyn, Illinois 60137  
Telephone: 630-790-1901 – Fax: 630-858-8119

---

### **CERTIFICATE OF NOTIFICATION**

The undersigned hereby certifies that he is the duly appointed Executive Director of Glenbard Wastewater Authority (GWA) and that on June 13, 2020, he sent the attached Notification and Resolution to the corporate authorities of the Village of Glen Ellyn and the Village of Lombard (being the President and Trustees of each Village) by individual electronic communication (e-mail) in accordance with Section 7 of the attached Resolution and Section II.C.ix of the Intergovernmental Agreement between the Villages regarding GWA (as amended and restated April 17, 2014).

---

Matt Streicher

Attest:

---

Gayle Lendabarker  
GWA Secretary



## Glenbard Wastewater Authority

945 Bemis Road Glen Ellyn, Illinois 60137  
Telephone: 630-790-1901 – Fax: 630-858-8119

### CERTIFICATION

I, Gayle Lendabarker, duly appointed Secretary to the Executive Oversight Committee of the Glenbard Wastewater Authority, DuPage County, Illinois, do hereby certify that the attached is a true and correct copy of Resolution No. \_\_\_\_\_ duly passed by the Members of the Executive Oversight Committee at the regular meeting of said Committee held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that the same was approved and signed by the Presiding Officer of said Committee on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

I do further certify that the original of the Resolution attached hereto is entrusted to me for safekeeping as Secretary of said Committee, and that I am the lawful custodian thereof.

IN WITNESS WHEREOF, I have hereunto affixed my signature this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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Secretary  
Executive Oversight Committee  
Glenbard Wastewater Authority  
DuPage County, Illinois



# Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

## Illinois Water Pollution Control Loan Program (WPCLP) Loan Application

For IEPA's use:
Loan Number: L17
Date Received:

The Loan Application, plus all accompanying materials, should be submitted to the attention of your Project Manager at the address below prior to bidding the project and should reflect the latest pre-bid estimated project costs. Biddable plans and specifications, accompanied by the IEPA Certification of Plans and Specifications, may be submitted with this package or submitted separately prior to bidding the project.

Mail three copies of the Loan Application and two copies of all applicable attachments (page 9) to the attention of your Project Manager at:

Illinois Environmental Protection Agency  
Bureau of Water, Infrastructure Financial Assistance Section  
1021 North Grand Avenue East  
PO Box 19276  
Springfield, IL 62794-9276

Please use the guide below to ensure you are including all required materials in your submittal to IEPA.

- Loan Applicant and Project Information – Pages 1 - 6.
- Comprehensive financial projections, including historical information for the last three (3) years and projections for the next five (5) years, starting with the current fiscal year (8 years total). Instructions on page 7.
- All required/applicable attachments – detailed listing on page 9.

Appendix: Ensure you have filled in all boxes and included your signature wherever requested.

- Amount and source of any local funds to be used for project (Pg . 1)
- Intent Regarding National Flood Insurance (Pg. 2)
- Certification Regarding Project Site, Rights - of - Way, Easements and Permits (Pg. 3)
- Taxpayer Identification Number (Pg. 6)
- Executive Compensation Data (5 Officer Form) (Pg. 7)
- Authorization of a Loan Applicant's Authorized Representative (Pg. 8)
- Certification of Information on All Previous Pages (Pg. 9), including
  - Debarment, Suspension and Other Responsibility Matters (Pg. 2)
  - Use of American Iron and Steel Products (Pg. 3)
  - Engineering Services Procurement Report (Pg. 4)
  - Acknowledgement of Fiscal Sustainability Plan (FSP) Requirements (Pg. 5)

Refer to Loan Application Instructions for additional information. Questions? Please contact us:

General questions: Your Project Manager or [Heidi.Allen@illinois.gov](mailto:Heidi.Allen@illinois.gov)  
Financial questions: [Jacob.Poeschel@illinois.gov](mailto:Jacob.Poeschel@illinois.gov)  
Legal questions: [Stephanie.Flowers@illinois.gov](mailto:Stephanie.Flowers@illinois.gov)



# Illinois Environmental Protection Agency

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## Illinois Water Pollution Control Loan Program (WPCLP) Loan Application

For IEPA's use:
Loan Number: L17
Date Received:

### APPLICANT INFORMATION

Applicant Name: Glenbard Wastewater Authority

Applicant Address: 945 Bemis Rd

City: Glen Ellyn

Zip+4: 60137

County: DuPage

Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_

Zip+4: \_\_\_\_\_

County: \_\_\_\_\_

Applicant type:  Municipal  County  Cooperative  Private  Other

If Other, enter type here: \_\_\_\_\_

Facility Name: Glenbard Wastewater Authority - Main WWTP

NPDES Permit Number (if applicable): IL0021547

Data Universal Number System (DUNS) Number: 113600423

U.S. Congressional District(s): 6

Illinois Representative District: 48

Illinois Senate District: 24

### PROJECT INFORMATION

Project Title: Sludge Dewatering Rehabilitation Project

Project Address: 945 Bemis Rd

City: Glen Ellyn

Zip+4: 60137

County: DuPage County

County or Counties Served by Project: DuPage County

U.S. Congressional District(s): \_\_\_\_\_

Same as applicant

Illinois Representative District: \_\_\_\_\_

Illinois Senate District: \_\_\_\_\_

Is this a multi-phased project?  Yes  No

If yes, include previous loan number: L17

CONTACT INFORMATION

Loan Applicant's Authorized Representative (please refer to application instructions)

Name: Matt Streicher, P.E., BCEE

Title: Executive Director

Phone: (630) 790-1901     Cell     Office

Email: mstreicher@gbww.org

Project Engineer

Name: Chris Marschinke

Firm: Trotter and Associates, Inc.

Address: 40W201 Wasco Road, Suite D  
St. Charles Il 60175

Phone: (630) 587-0470     Cell     Office

Email: c.marschinke@trotter-inc.com

Attorney

Name: James Healy

Firm: Goldstine, Skrodzki, Russian, Nemec a

Address: 835 McClintock Drive, Second Floor  
Burr Ridge, Illinois 60527-0860

Phone: (630) 655-6000     Cell     Office

Email: JDH@gsrnh.com

Finance Director

Name: Christina Coyle

Firm: Village of Glen Ellyn

Address: 535 Duane Street  
Glen Ellyn, IL 60137

Phone: (630) 547-5200     Cell     Office

Email: ccoyle@glenellyn.org

Other (describe role) \_\_\_\_\_

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_     Cell     Office

Email: \_\_\_\_\_





4. List any other proposed sources of funding in addition to the WPCLP request

Source	Amount	Applied for	Approved	Received
None		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

LOAN REPAYMENT PERIOD AND PLEDGED REVENUES

5. Pledged revenues. Federal and state law requires that a specific source(s) of revenue be dedicated and pledged to make the loan repayments. Provide a description of the source(s) of revenue pledged to repay the proposed financing agreement (e.g., system revenues, sales taxes, property taxes) and method used to secure collection. Please ensure that the Ordinance Authorizing Debt to be Incurred names the same pledged revenues as the source of repayment proposed in the comprehensive 5-year financial projections requested in Question 19.

The Authority's main source of revenue is generated from each owner Village making payments to the Authority. After a balanced budget is proposed, an agreement amount of capital contributions is requested from the Villages. The capital contribution amount is then paid by the Villages, with each Village evenly splitting 50% of the contribution amount, and the other 50% is split up based on a five year rolling average percent flow split from each Village.

6. Loan repayment period requested 20 years

SYSTEM INFORMATION

7. Active service connections.  Not applicable

Connection Type	Number of Connections	Current Monthly User Charge	Projected Monthly User Charge
Residential			
Commercial			
Industrial			
Other			
Total			

8. User charges. Please provide the following dates:

When did current user charges go into effect? \_\_\_\_\_

What is the effective date for the projected monthly user charges? \_\_\_\_\_



14. Planned debt issuance. Please describe current plans for debt issuance over the next three years for the wastewater system. Include any authorized debt which is not project-related. Indicate whether the debt will be parity or subordinate to WPCLP financing, if known, and the anticipated revenue source for repayment.

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15. Current bond ratings (if available)

	Standard & Poor's	Moody's	Fitch
G.O.			
Revenue			

**PROPERTY TAX INFORMATION**

Complete only if General Obligation bond is pledged to repay the loan.

16. Property tax information. Provide valuation and collection data for the most recent three years.

Year	_____
Assessed Value of Property	_____
Market Value of Property	_____
Property Tax Revenues Levied	_____
Property Taxes Collected	_____
Property Tax Collection Rate	_____

**SALES TAX INFORMATION**

Complete only if sales taxes are pledged to repay the loan

17. Sales tax collection data. Please complete for the most recent twelve (12) months.

Month/Year	Amount Collected	Month/Year	Amount Collected

## FINANCIAL PROJECTIONS

**ALL** applicants must complete the following.

18. Start of system fiscal year January 1

19. Submit a comprehensive five (5) year financial projection demonstrating that the dedicated source(s) of revenue is sufficient to cover the WPCLP debt service costs. Projections must begin with the current fiscal year. Historical information for the last three (3) years must be provided and must tie to information in audited financial statements. A sample worksheet in Microsoft Excel can be found at [www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/guidance/Pages](http://www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/guidance/Pages). You may add rows to the worksheet to demonstrate additional sources of revenues or expenditures.

If you wish to submit projections using your own worksheets, ensure that they include the following:

- Revenues and expenses, including operations and maintenance expenses, from the previous three (3) years and projections for the next five (5) years, starting with the current fiscal year (8 years total).
- Projected revenues for the dedicated source of revenues to be used for repaying the WPCLP loan.
  - If system revenues will be pledged for the loan, ensure the revenues include all applicable service revenues. Ensure that any anticipated rate increases are included.
  - If another source of revenues will be pledged for the loan (e.g., property taxes, sales taxes, special assessments), demonstrate that sufficient revenues will be raised and transferred to the water fund for the purposes for repaying the IEPA loan.
  - If revenues are insufficient, the applicant will be asked to raise rates or find other capital to infuse into the system.
- Projected expenses. If system revenues will be pledged, ensure that the budget includes operations, maintenance, and replacement reserves, as well as current and future debt costs.
- Ensure the new amount available for repayment of the SRF loan is included.
- If applicant is a private entity, use Federal tax returns for the previous three (3) years.
- Refer to the IEPA WPCLP Loan Application and Approval Process for additional clarification.

20. Provide a written narrative detailing the major assumptions used in arriving at the current and proposed projections (e.g. additional customers, rate increases, other revenues, changes in operations and maintenance costs, and debt service). If rate increases are anticipated, explain when those will go into effect, and what the revised rates will be. Any variances greater than 10% from year to year must be explained. Attach additional pages if needed.

[Empty rectangular box for providing a written narrative detailing major assumptions used in arriving at current and proposed projections.]

## ATTACHMENTS

**Item Attached?** Complete and submit the following attachments. Please check the box next to each item to confirm that the item is attached to your application.

- Audited financial statements. Please provide the most recent audited financial statement. If posted online at the entity's website or the State Comptroller's Local Government Warehouse (<http://warehouse.illinoiscomptroller.com>), provide links. IEPA may request additional audit reports. If applicant is a private entity, submit Federal tax returns.
- Single Audit report. If a Single Audit has been completed within the last 3 years, provide the most recent one. If posted online, provide links.
- Projected revenues, expenses and debt coverage for pledged revenue. Provide 5 year projected revenues, beginning with the current fiscal year. See #19 above for guidance. The projections must show that there are sufficient revenues to offset relevant costs and SRF debt service. See the IEPA WPCLP Financial Capability Review Criteria instructions for additional information.
- If any other entities are substantially benefiting (more than 5%) from the project, provide copies of applicable service agreement(s) with these beneficiaries.
- Amortization schedules for all debt obligations listed in #13.
- Copy of a certified ordinance (bond ordinance) authorizing the debt to be incurred and identifying a dedicated source of repayment. Required for publicly owned entities. Sample ordinances can be found at [www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/guidance/Pages](http://www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/guidance/Pages). The applicant may use an ordinance developed by its bond counsel. Refer to the Loan Application and Approval Process for more information on this requirement, and for requirements for nonpublic applicants. If an applicant is not using the IEPA sample ordinance, it is highly encouraged to submit the draft ordinance for pre-approval to Vera Herst at [vera.herst@illinois.gov](mailto:vera.herst@illinois.gov) to avoid delays in loan closing. Please ensure that the ordinance authorizing debt to be incurred names the same pledged revenues as the source of repayment that is proposed in the comprehensive 5-year financial projections requested in #19.
- Sewer rate ordinances defining user charges. Alternatively, provide the website address.
- Signed tax certificate and agreement ([www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/Pages/state-revolving-fund-forms.aspx](http://www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/Pages/state-revolving-fund-forms.aspx)).
- Corporate resolution to apply, borrow, and to grant security (required for corporations).
- Federal non-profit certification (required for non-profit applicants).
- If the system is involved in a lawsuit or pending litigation that is in excess of \$10,000, attach a statement from the system's attorney describing the situation.
- Loan program certifications and related forms (Appendix). The applicant must agree to the loan certifications and related forms listed in the appendix starting on the next page.

APPENDIX: LOAN PROGRAM CERTIFICATIONS

**Loan Applicant's Authorized Representative shall complete and sign in all areas indicated.**

- The loan applicant hereby agrees to pay all project costs not covered by the loan. If the project costs provided by the applicant exceed the lesser of 5% of the total project cost or \$100,000, please provide the following information:

Amount to be provided by applicant: \_\_\_\_\_

Source of funds: \_\_\_\_\_

- The loan applicant hereby certifies that it has analyzed the costs and the financial impacts of the proposed project and that it has the legal, institutional, managerial and financial capability to insure adequate building, operation, maintenance and replacement of the treatment works project.
- The loan applicant hereby certifies that no unlawful or corrupt practice has taken place in the planning or design of the proposed project.
- The loan applicant hereby certifies that it has complied with all applicable State and Federal statutory and regulatory requirements in regard to the proposed project.
- The loan applicant hereby certifies that it is not barred from being awarded a contract or subcontract under Section 10.1 of the Illinois Purchasing Act.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS

The prospective participant to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

INTENT REGARDING NATIONAL FLOOD INSURANCE

- Whereas application provisions for loans from the Water Pollution Control Loan Program require compliance with the National Flood Insurance Act 1968, as amended, and
- Whereas the costs of securing and maintaining flood insurance are eligible for loan participation during the approved construction period, and
- Whereas failure to secure flood insurance for eligible construction located in designated flood hazard areas will cause this construction to become ineligible for loan funds:
- Now therefore, be it resolved that the of will cooperate and coordinate with the National Flood Insurance Program to acquire and maintain any flood insurance made available for Project L17 for the entire useful life of the insurable construction pursuant to the Flood Insurance Act of 1968, as amended, and that it will secure said flood insurance for each insurable structure, as soon as said insurance is available and will notify the Illinois Environmental Protection Agency in writing that the National Flood Insurance requirement has been satisfied.



**CERTIFICATION REGARDING PROJECT SITE, RIGHTS-OF-WAY, EASEMENTS AND PERMITS**

1. The applicant has investigated and ascertained the location of the site or sites, rights-of-way and easements being provided for the facilities in its application for loan assistance. In my opinion, the applicant has a sufficient legal interest in the said site or sites, rights-of-way and easements to permit the building of such facilities thereon and to permit the operation and maintenance of such facilities thereon during the estimated life of the facility by the applicant after the completion of construction.
2. The loan applicant has complied with the provisions of 49 CFR 24 as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (42 USC 4601 et seq.).
3. The loan applicant has obtained all the necessary permits as indicated below:

Type of Permit	Permit Number	Date Issued
Army Corps of Eng. 404		
IL Dept. of Trans.		
County Highway		
Other		

**LOAN APPLICANT ACKNOWLEDGEMENT OF THE USE OF AMERICAN IRON AND STEEL PRODUCTS REQUIREMENT**

1. I am aware that all iron and steel products used for this project must be produced in the United States per Federal appropriations;
2. I understand the term "iron and steel products" refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete and construction materials;
3. I am aware that loan recipients must be able to verify that products used in their State Revolving Fund (SRF) projects comply with the AIS requirements;
4. I am aware that this requirement applies to all portions of the project.

Information regarding the American Iron and Steel Requirements is available on IEPA's website, [www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/guidance/Pages](http://www2.illinois.gov/epa/topics/grants-loans/state-revolving-fund/guidance/Pages), or by calling the Infrastructure Financial Assistance Section at (217) 782-2027.

## ENGINEERING SERVICES PROCUREMENT REPORT

Section 602(b)(14) of the Federal Water Pollution Control Act contains requirements for procuring architectural and engineering services. Specifically, the rule states architectural and engineering services must be negotiated in the same manner as a contract is negotiated under Chapter 11 of Title 40, United States Code. Projects not following Section 602(b)(14) may receive loan funds from the state for project related engineering services, however, in order to remain compliant, the state is required to modify federal reporting requirements for these projects.

Check the method utilized for procuring engineering services for the project listed above.

- Loan funds have not been requested for engineering services.
- A Qualifications-Based Selection (QBS) process was utilized and a minimum of three firms were considered. Qualifications-Based Selection (QBS) is a competitive procurement process whereby consulting firms submit qualifications for evaluation. The most qualified firm is selected and then negotiates the project scope of work, schedule, budget and fee.
- Our organization has an established relationship with the company utilized for this project. No QBS or bidding process was utilized.
- Our organization has a long-term contractual agreement with the company utilized for this project. No QBS or bidding process was utilized.
- Another method was utilized. Please describe below or attach an explanation of the process.

## ACKNOWLEDGEMENT OF FISCAL SUSTAINABILITY PLAN (FSP) REQUIREMENTS

Section 603(d)(1)(E) of the Federal Water Pollution Control Act requires a recipient of a loan for a project that involves the repair, replacement or expansion of a publicly owned treatment works to develop and implement a Fiscal Sustainability Plan (FSP). The requirement pertains to those portions of the treatment works paid for with Water Pollution Control Loan Program funds.

All WPCLP loan recipients must certify prior to receiving a loan agreement that they will develop and implement an FSP. Prior to loan closing, the loan recipient will be required to certify an FSP has been developed and implemented. Projects that do not involve the repair, replacement or expansion of a publicly owned treatment works, such as new treatment works not replacing an existing treatment works or adding advanced treatment, are exempt from this requirement.

I certify that I am the authorized representative for the above listed entity. I hereby certify that we will develop and implement a Fiscal Sustainability Plan in accordance with the Section 603(d)(1)(E) of the Federal Water Pollution Control Act as a condition of receiving a loan agreement from the WPCLP. Once developed, the FSP will be made available upon request by the Illinois Environmental Protection Agency or United States Environmental Protection Agency. I do hereby certify that the above information is, to the best of my knowledge, true and correct.

If the project is exempt from the FSP requirement, provide an explanation below. All projects with executed loan applications received prior to October 1, 2014 are automatically exempt from the requirements.

This project is exempt from the FSP requirement due to the following reason(s):

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
  - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
  - If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
  - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
  - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
  - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: Matthew Streicher

Business Name: Glenbard Wastewater Authority

Taxpayer Identification Number: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

or

Employer Identification Number: 36-3281942

Legal Status (check one):

- |   |  |
|---|--|
| <input type="radio"/> Individual  | <input checked="" type="radio"/> Governmental                |
| <input type="radio"/> Sole Proprietor   | <input type="radio"/> Nonresident alien                      |
| <input type="radio"/> Partnership   | <input type="radio"/> Estate or trust                        |
| <input type="radio"/> Legal Services Corporation  | <input type="radio"/> Pharmacy (Non-Corp.)                   |
| <input type="radio"/> Tax-exempt  | <input type="radio"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="radio"/> Corporation providing or billing medical and/or health care services            | Limited Liability Company                                    |
| <input type="radio"/> Corporation <b>NOT</b> providing or billing medical and/or health care services | (select applicable tax classification):                      |
|   | <input type="radio"/> D = disregarded entity                 |
|   | <input type="radio"/> C = corporation                        |
|   | <input type="radio"/> P = partnership                        |

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXECUTIVE COMPENSATION DATA (5 OFFICER FORM)**

DUNS number: 113600423

CCR/Cage Number: 7CSJ0

Loan Recipient Name: Glenbard Wastewater Authority

Name of Project: Sludge Dewatering Rehabilitation Project

Federal Reporting Contact Information:

Name: Matthew Streicher

Phone: (630) 790-1901

Email: mstreicher@gbww.org

**Requirements to report five most highly compensated officers:**

When all three of the following conditions are met in the previous fiscal year, you must report the five most highly compensated officers of the entity.

1. The recipient received 80 percent or more of its annual gross revenues in Federal awards, and
2. The recipient received \$25,000,000 or more in annual gross revenue from Federal awards, and
3. The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (26 U.S.C. §6104).

Check either box A or B below and complete the requested information.

A. I certify that in the preceding fiscal year, 2019, Glenbard Wastewater Authority  
 (Fiscal year) (Loan recipient name)

- 1. **DID NOT** receive 80 percent or more of its annual gross revenues in Federal awards, or
  - 2. **DID NOT** receive \$25,000,000 or more in annual gross revenue from Federal awards, or
  - 3. The public **DOES** have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (26 U.S.C. §6104).
- And is therefore not required to report the names and compensation of the five most highly compensated officers.

Executive Director

\_\_\_\_\_  
 Signature Title Date

B. The five most highly compensated officers of \_\_\_\_\_ are:

Name	Compensation Amount <sup>1</sup>

<sup>1</sup> Compensation includes: (1) Salary and bonus. (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R. (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees. (4) Change in present value of defined benefit and actuarial pension plans. (5) Above-market earnings on deferred compensation that is not tax-qualified. (6) Other compensation. For example: severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

AUTHORIZATION OF A LOAN APPLICANT'S AUTHORIZED REPRESENTATIVE  
TO SIGN WPCLP LOAN APPLICATION DOCUMENTS

Whereas, application provisions for loans from the Water Pollution Control Loan Program require that the of authorize a representative to sign the loan application forms and supporting documents; therefore, be it resolved by the of the of that Executive Director Matthew Streicher is hereby authorized to sign all loan application forms and documents.

Resolved this _____ day of _____, 2020 .	
_____ Signature	_____ Date
Matt Streicher, P.E., BCEE	Executive Director
_____ Printed Name	_____ Title
Certified to be a true and accurate copy, passed and adopted on the above date.	
<div style="border: 1px solid black; width: 40%; height: 100%; margin: 0 auto;"></div>	
Signature & Stamp/Seal of Notary Public	

CERTIFICATION OF INFORMATION ON ALL PREVIOUS PAGES  
BY LOAN APPLICANT'S AUTHORIZED REPRESENTATIVE

I, Matt Streicher, P.E., BCEE, hereby verify that the above information is, to the best of my knowledge, true and correct.

Signature of Authorized Representative	Date
Matt Streicher, P.E., BCEE	Executive Director
Printed Name	Title
Attested by Municipality Official or Notary	
<div style="border: 1px solid black; width: 40%; margin: 0 auto; height: 150px;"></div>	
Signature & Stamp/Seal	

## FORM OF PARTICIPANT TAX AGREEMENT

### INTRODUCTION: RECIPIENT'S TAX LAW OBLIGATIONS UNDER THE LOAN

IN ORDER TO HELP MINIMIZE INTEREST RATES CHARGED IN CONNECTION WITH THE STATE REVOLVING FUND (SRF) PROGRAMS, THE FUNDING FOR THE LOANS IS OBTAINED THROUGH THE ISSUANCE OF FEDERALLY SUBSIDIZED TAX-EXEMPT BONDS BY THE ILLINOIS FINANCE AUTHORITY FOR THE BENEFIT OF THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA OR AGENCY) AND ITS SRF PROGRAMS. SUCH BENEFICIAL FINANCING COMES WITH CERTAIN FEDERAL TAX LAW COMPLIANCE REQUIREMENTS, WHICH ARE SUMMARIZED IN THE ATTACHED TAX AGREEMENT.

THE TAX AGREEMENT IS REQUIRED FOR ALL RECIPIENTS OF SRF LOANS. IT PROVIDES THAT THE RECIPIENT WILL COMPLY WITH ALL APPLICABLE TAX LAW REQUIREMENTS. MANY OF THESE REQUIREMENTS AFFECT RECIPIENTS ONLY UNDER UNUSUAL CIRCUMSTANCES, SUCH AS WHEN A DEBT SERVICE FUND THAT IS NOT DEPLETED AT LEAST ONCE A YEAR IS ESTABLISHED OR ANY PART OF THE PROJECT IS SOLD OR USED IN A PRIVATE BUSINESS USE OR OTHER USE THAT WAS NOT AUTHORIZED WHEN THE LOAN WAS ORIGINATED.

THE “**DATE OF ISSUANCE OF THE BONDS**” REFERRED TO IN THE TAX AGREEMENT IS APRIL 16, 2019, OR, FOR LOANS FINANCED FROM PROCEEDS OF BONDS ISSUED AFTER THAT DATE, THE DATE OF ISSUANCE OF THOSE BONDS, AS PROVIDED TO THE RECIPIENT BY THE IEPA.

THE “**WEBSITE INSTRUCTIONS**” REFERRED TO IN THE TAX AGREEMENT MAY BE FOUND AT <https://www2.illinois.gov/epa/Documents/epa-forms/water/financial-assistance/srf/srf-recipient-tax-certificate-instructions.pdf> FOR SPECIFIC QUESTIONS ABOUT THE APPLICATION OF THESE REQUIREMENTS TO THE RECIPIENT'S CIRCUMSTANCES, YOU MAY CONTACT IEPA'S WATER REVOLVING FUND FINANCE MANAGER (FOR PROGRAM MATTERS) AT (217) 524-1340, OR IFA'S TAX COUNSEL (FOR LEGAL MATTERS) AT (312) 902-5564.



## TAX COMPLIANCE CERTIFICATE AND AGREEMENT

The Glenbard Wastewater Authority (the “*Recipient*”) is executing this Tax Compliance Certificate and Agreement (“*Tax Agreement*”) to allow the Illinois Environmental Protection Agency (the “*Agency*”) to fund one or more loans (L19# 5770) (the “*Loan*”) to the Recipient with proceeds of tax-exempt bonds.

*Section 1. Expectations.* The Recipient and the Agency have previously executed or will execute a loan agreement or loan agreements providing that the Agency lend funds to the Recipient to reimburse the Recipient for eligible costs incurred for the Project described therein. This Tax Agreement establishes the expectations and covenants of the Recipient with respect to future events regarding the Loan and the use of Loan proceeds. The Recipient recognizes that the Loan proceeds are derived in whole or in part from the proceeds of tax-exempt bonds. Certain certifications and covenants necessary to preserve the tax-exemption of the bonds are presented here in summary form; additional information is available in the Website Instructions, which are incorporated in this Tax Certificate to the extent relevant to the Project.

*Section 2. Internal Revenue Service Audits.* The Internal Revenue Service has not contacted the Recipient regarding any bonds or other debt obligations issued by or on behalf of the Recipient in connection with its wastewater or drinking water system and no such obligations are currently under examination by the Internal Revenue Service.

*Section 3. Purpose of the Loan.* The proceeds of this Loan will be used to finance eligible capital expenditures of the Project, including architectural or engineering costs incurred prior to construction. The Recipient expects to borrow at least 90% of the commitment amount of the Loan and to spend all of the Loan Proceeds on the Project.

*Section 4. The Project — Binding Commitment and Timing.* The Recipient expects that the work of constructing the Project and the expenditure of Loan proceeds will proceed with due diligence (*i.e.*, without substantial or unnecessary delay) after the Loan is originated. The Recipient expects to draw and spend all of the Loan proceeds no later than the third anniversary of the Date of Issuance of the Bonds (as defined in the Introduction to this Tax Agreement).

*Section 5. Reimbursement.* None of the proceeds of the Loan will be used to reimburse expenditures actually paid by the Recipient prior to the Date of Issuance of the Bonds (as defined in the Introduction to this Tax Agreement), unless the Recipient has adopted a qualified “official intent resolution” or the expenditures constitute qualified “preliminary expenditures” (see Website Instructions for details).

*Section 6. Hedge and Investment Agreements.* The Recipient will not enter into any interest rate swap, interest rate cap, futures contract, forward contract, guaranteed investment contract, certificate of deposit, option or similar instrument in connection with the Loan or the proceeds of the Loan unless an exception applies (see Website Instructions).

*Section 7. Funds and Accounts.* The Recipient will establish and maintain a Repayment Fund, in which all amounts deposited are actually applied to principal and interest payments on the Loan within one year of the deposit date. No other funds pledged to, or expected to be used to pay, the Loan will be maintained by the Recipient. The Loan does not replace any invested funds

of the Recipient that were previously reserved to pay the costs of the Project and the term of the Loan is no longer than 120% of the expected useful life of the Project.

*Section 8. Use of Proceeds and Project.* None of the Loan proceeds or the Project will be used by any person or entity, other than a state or local government unit, pursuant to any special arrangement that does not include all members of the general public (such as a sale; lease; management, service or output contract; or similar arrangement), unless an exception applies (see Website Instructions). Also, none of the Loan proceeds will be lent to any party other than a state or local government unit.

*Section 9. No Sale of the Project.* The Recipient will not sell or otherwise dispose of any portion of the Project without prior written approval of the Agency.

*Section 10. Purchase of Bonds by Recipient.* The Recipient will not purchase any tax-exempt bonds the proceeds of which were, or might have been, used to fund the Loan (if in doubt, contact the Agency).

*Section 11. Compliance Procedures.* The Recipient will adopt, and periodically monitor its compliance with, written procedures for satisfaction of its covenants hereunder. Such procedures must contain, among other things, the following characteristics to ensure that violations are timely identified and corrected so that the Loan and the Bonds remain in compliance with federal tax requirements from the time they are issued until they are no longer outstanding: (a) due diligence review at specified regular intervals, (b) identification and training of the officer or employee responsible for review, (c) retention of adequate records to substantiate compliance (e.g., records relating to the allocation of proceeds, etc.), (d) procedures reasonably expected to timely identify noncompliance, and procedures to ensure that steps will be taken to timely correct noncompliance. A form of such procedures that may be adapted to the Recipient's circumstances is contained in the Website Instructions.

*Section 12. Records.* The Recipient will keep and retain adequate records to demonstrate compliance with all of the covenants in this Tax Agreement (including the Website Instructions, if applicable), at least until the third anniversary of the payment in full of the Bonds.

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
Name of Authorized Representative

By \_\_\_\_\_  
Authorized Representative Signature

Project \_\_\_\_\_  
L17 \_\_\_\_\_

**RESOLUTION AUTHORIZING A  
REPRESENTATIVE TO SIGN  
LOAN DOCUMENTS**

Whereas, application provisions for loans from the Public Water Supply Loan Program for construction of public water supply facilities require that the \_\_\_\_\_ of \_\_\_\_\_ authorize a representative to sign the loan application forms and supporting documents: therefore, be it resolved by the \_\_\_\_\_ of \_\_\_\_\_ that \_\_\_\_\_ is hereby authorized to sign all loan application forms and documents.

Resolved this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Mayor, Village President, etc.)

Certified to be a true and accurate copy, passed and adopted on the above date.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Clerk, Secretary, etc.)

(SEAL)



EPA Project Control Number

United States Environmental Protection Agency  
Washington, D.C. 20460

**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

---

Typed Name and Title of Authorized Representative

---

Signature of Authorized Representative Date

---

I am unable to certify to the above statements. May explanation is attached.

# **SECTION 9.0**

# **DISCUSSION**

## **SECTION 9.1**

# **CAPITAL IMPROVEMENT PROJECTS UPDATE**

# Capital Improvements Projects Update

- FIP
- Admin HVAC
- Medium Voltage Electrical Grid
- Biosolids Dewatering Rehab/Improvements

# FIP Project Update

- Filter Building
  - Indoor Punchlist Progress 98%
  - Chemfeed – Waiting for Chemical Delivery
  - New Raw Pump Building:
    - Outdoor Restoration 90% complete
    - Dewatering complete
    - Low-flow pumps are running
    - High-flow pump installation plan accepted. Removal of old pumps planned for early June.
- Updated Schedule received – End of September, 2020 substantial completion.
  - New high-flow pump installation plan should shorten by 1-month.





# HVAC Project Update

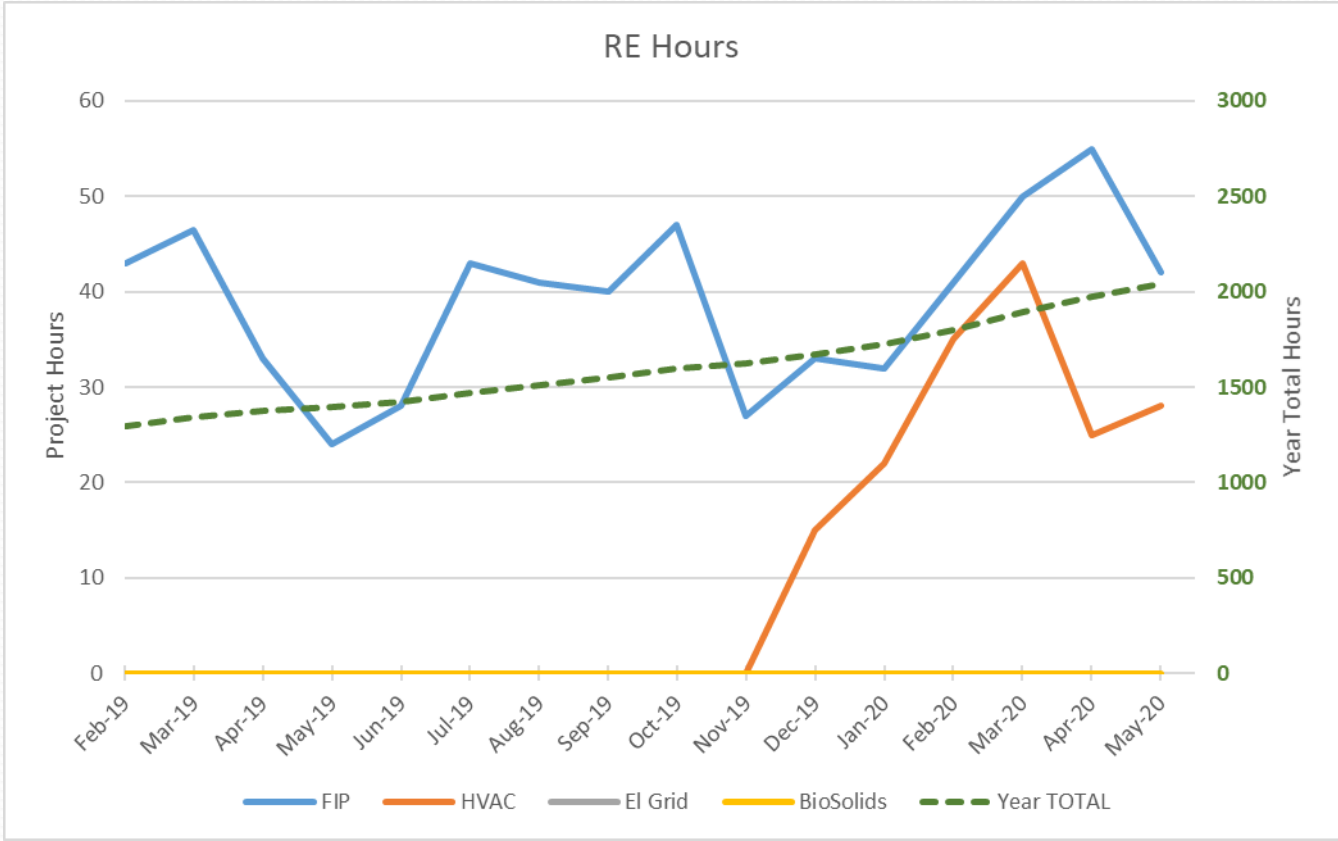
- Substantion Completion has been reached
- Several pieces of equipment are not working correctly
- GWA withholding payment until everything is working/final completion.

# Med Voltage Electric Grid Project Update

- Broadway Electric Chosen bidder.
- GWA is applying for State Grants with assistance from Strand and Associates.
  - DCOE Fast Track minimum \$500,000
  - DCOE Rebuild Illinois minimum \$250,000
- Construction notice to proceed put on hold until Grants are awarded.
  - Broadway has agreed to hold price for an extra 100 days.

# Biosolids Improvement Project Update

- Design in progress.
  - Rehabilitation selected over replacement of BFPs.
    - No benefit for extra \$\$\$.
  - SRF Funding looking promising. Much of application is complete.
  - Polymer system has been designed.



# **SECTION 10.0**

# **OTHER BUSINESS**

## **SECTION 10.1**

# **TECHNICAL ADVISORY COMMITTEE UPDATES**

**MARCH 18, 2020**





# Glenbard Wastewater Authority

945 Bemis Road Glen Ellyn, Illinois 60137  
Telephone: 630-790-1901 – Fax: 630-858-8119

## GWA Technical Advisory Committee (TAC) Meeting Agenda March 19, 2020 1:30am

*Present via conference call: Carl Goldsmith, Julius Hansen, Tom Romza, Matt Streicher*

1. GWA Legal Representation
  - a. Scoring Summary  
*Summary was presented. The TAC recommends bringing the three highest firms to the EOC and recommend going with the highest rated firm.*
  - b. Recommendation to EOC  
*Since the highest-ranking firm is our existing firm, the recommendation will be to award the representation to them, with the EOC making the decision.*
  
2. PLC Replacements
  - a. Project Approach  
*Many of the PLC (programming logic controllers) were installed with the original SCADA implementation and are beyond their useful life. It is a couple hundred thousand dollars' worth of equipment. Rick Freeman approached Mr. Streicher with the idea of getting competitive pricing for the equipment (PLC's) and purchase them ourselves, while waiving the RFP for the professional services to install them, because it is not labor work, more programming work. Due to Concentric being the most familiar with our plant and process, it would be requested to directly select them for the work. Carl stated there are aspects of purchasing policy that allow waiving competitive bidding for professional services. Matt agreed and wanted to bring it to the TAC before the EOC so that it is vetted and the EOC will be agreeable. TAC agrees.*
  - b. Waiving of RFP Process  
*See above*
  
3. Long Term Strategy for Funding Capital Needs
  - a. Capital Planning  
*Decided that the finance directors need to be involved in this. The latest version of the budget shows a need for 4% increase for 5 or 6 years. Matt has rearranged and deferred to make the increases consistent over the next couple years. Latest version also includes the high electric distribution price. Matt needs to schedule a meeting with the finance directors to see if the capital plan moving forward is feasible in terms or necessary rate increases for each Village. Directors Goldsmith and Hansen also requested Matt inquire with the finance directors to see if they have an indication as to whether or not the bidding market will improve or get worse due to the COVID-19 pandemic. Both Directors stated they are in support of the capital plan and do not need to be present for the meeting with the finance directors.*
  - b. Attached excel Spreadsheets to be presented  
*Not discussed*
  
4. Other Business
  - a. FIP Update
    - i. Plant Failure event
      1. ILWARN/IPWMAN?  
*The TAC is already familiar with the events of the plant failure; therefore, it was not discussed. Instead discussion regarding mutual aid networks were discussed. GWA is*

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*not familiar with either ILWARN or IPWMAN. Mr. Goldsmith stated is it applicable to GWA. It is a response network; you have to sign a mutual aid agreement. Mr. Goldsmith believes the fees, if any, are minimal (\$50/year?). Lombard is a member, Glen Ellyn is a member of IPWMAN, which is more the operational side and probably less applicable to GWA. ILWARN is more specific to the water/wastewater industry. Both would have value. Would Glen Ellyn be able to call out for aid on the behalf of GWA? Since we are part of Glen Ellyn, it is not particularly clear. The ILWARN website has all the information we need. It might be beneficial to see if other treatment plants are members. Mr. Streicher stated he'd talk to other directors of POTW's to see if we can get a bunch to join for such a cheap price so that GWA would have more resources specifically applicable to wastewater treatment. GWA will put on list of things to look into. Glen Elyn will look into being part of ILWARN as well.*

b. Electrical Grid Design Update

*Mr. Streicher didn't provide much background info since this was all discussed at a recent EOC meeting. Since then, Mr. Streicher talked to another contractor and he agreed that things came in high, but didn't think there was anything in particular, just overall high due to the scope of work. Mr. Streicher stated it is most likely that some value engineering could be done with Broadway Electric, if they are chosen, which could result in a couple hundred thousand dollars of savings. Mr. Goldsmith suggested that we reject the bid, requesting waiving of competitive proposals, change the scope, and solicited for proposals from firms that bid on the project. Lombard did this for one of their projects and it went from \$7M down to \$5M. The EOC's formal response was approving the contract provided the TAC approved, which was dependent on how it affected the CIP budget adjustments. Mr. Hansen stated the world is in a different place right now, it might be worth rebidding as we possibly get better prices. Mr. Goldsmith agreed but thought the quality might suffer due to the nature of the world right now, and it's very possible the prices could go up because of the circumstances. Mr. Streicher reminded the group that if we push this back 60 days, it very well could turn into a year delay due to construction needing to start around summertime. GWA was hoping to have shovels in the ground within 60 days...If the underground isn't completed in the summer, we are pushing back a full year and this is pretty critical. It's a bit of a moral struggle, as GWA followed the proper procedure, so GWA feels that the bid should be accepted and deferred the decision to the TAC. Mr. Goldsmith did not see a benefit to rebidding the exact same thing. Mr. Hansen feels GWA needs to have finance director opinion. If we don't feel we are going to get a better deal, then lets just accept it. Mr. Goldsmith stated that if the finance directors think the updated budget is acceptable, then let's just accept the bid, and value engineer with Broadway. If the revised capital improvement plan is not acceptable, the bid will be rejected, and further course of action will be determined from that point. Mr. Streicher informed the TAC that despite the bid advertisement stating the price would remain valid for 85 days, the specifications state that notice of award would be given within 60 days, therefore award will need to be given by April 28, 2020.*

c. HVAC Project Update

*Substantial completion is tomorrow, the contractor will slightly miss that, but with COVID, and GWA's limited exposure staggering crews, GWA plans to suspend work for 2 weeks as soon as the system is operational – which should occur by end of day tomorrow. Contractor is staying later this week to get it working, and then they will get back in here April 6<sup>th</sup> to meet final completion date. Main handler unit is getting programmed, lab unit is running, but registers and some duct is not done yet. Ceiling tiles and removing window heaters are put on hold. June 1<sup>st</sup> is the current scheduled final date, however it's very possible that may get pushed back due to circumstances.*

*Director Hansen stated Gayle should be provided a way to remote into her computer, even if that means buying a new computer.*

d. Biosolids Dewatering Improvements Update

*Trotter is still plugging along with design, which appears to be between 60%-90% complete. SRF looks promising, but nothing confirmed at this point. Thermohydraulysis, which would improve dewaterability and provide more gas production, was part of the preliminary engineering work to determine its feasibility. It was determined that the return on investment is not worth it, therefore TAI's design fee will remain under the budgeted amount.*

e. NPDES Permit Renewal Update



## Glenbard Wastewater Authority

945 Bemis Road Glen Ellyn, Illinois 60137  
Telephone: 630-790-1901 – Fax: 630-858-8119

*Permit applications for the main plant and Lombard plant have been submitted. The permit application for the sludge permit will be submitted soon.*

f. Electric Rates

*GWA's current contract does not expire until 2022, but due to recent events in the economy, electrical prices have been dropping. Therefore, Mr. Streicher has been approached by several vendors, as it's possible to lock in a rate now so that GWA enters into a contract after its current contract expires. Historically, GWA has not locked in rates until closer to the current contract expiration. Mr. Streicher asked if either Director has dealt with Electricity procurement. Mr. Goldsmith states that Lombard uses ninenet(?) to get prices and award contracts. Mr. Streicher suggested GWA does not start looking until about 6-8months out from expiration. The TAC agreed. Mr. Streicher also asked the TAC if formal bidding is needed for this, or simply competitive pricing, as he noticed the previous director simply obtained quotes. The TAC is in agreement with simply obtaining quotes. Mr. Hansen asked if natural gas is going to be the same situation? Mr. Streicher stated that gas and electric will be competitively priced at the same time.*

g. Hydraulic Study

i. Plant Failure Event

*Mr. Romza stated that we have a proposal from RJN Group to perform this. Based on the plant failure a couple weeks ago, Mr. Hansen recommended that this would be good to understand critical areas in the plant failure by running scenarios with what would happen in several time increments to develop an SOP. Mr. Romza stated that this should be completely doable by RJN and that he will send out the Flow monitoring report/hydraulic modelling recommendations to both Villages, and set up a meeting once the COVID crisis has calmed a bit.*

5. Old Business

a. Flow Monitoring Report Meeting

*Mr. Romza stated this meeting still needs to be scheduled.*

b. Manhole/Sewer Inspection Reports

*Mr. Romza stated that the Manhole report has been submitted, and that he reached out to Red Zone Robotics, who did not realize they hadn't submitted the final sewer reports. They are to work on it and submit shortly.*

c. SwiftComply Requirement

*Mr. Streicher inquired with the TAC as to whether or not GWA could tell FSA's that having the program is mandatory even though it's not written into the ordinance. Mr. Goldsmith stated he will look into the sewer use ordinance to see if there's some sort of all-inclusive language. Mr. Streicher stated Ashley is checking with EPA to see if we need to run this by the EPA if we were to revise the ordinances, or if this could be changed without EPA review, as we don't want to go through another 5-year revision. Mr. Goldsmith asked if Ashley getting push back from businesses? Mr. Streicher replied no, but she has only about 50% of them actually signed up, so some of them are reluctant – but none that have stated they have no intention of signing up. Mr. Hansen suggesting getting the village managers opinion of this.*

d. Airgas/Vaporizers

*At the last TAC meeting it was stated that GWA is looking at \$17k/year increase due to additional fees that were added to each invoice. Mr. Streicher was doing research to see if we can purchase the vaporizers, however Airgas stated they do not sell their equipment. Therefore Mr. Streicher is still looking into purchasing vaporizers so that we can just get prices for liquid O2 instead of also leasing the vaporizers. Due to the need to keep them longer than originally anticipated, there may be a significant ROI on purchasing them. Unfortunately, we are stuck with Airgas for now.*

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- e. Meeting with Finance Directors
  - i. Column added for GWA capital budget  
*Discussed Previously*
- f. On-Call Discussion  
*Not discussed*
- g. Discussion pertaining to future development of IGA Language for GWA Interceptor vs Village's Collection Systems start and stop points.
  - i. VGE – Chidester vs St. Charles Rd. Lift Station
  - ii. VOL – L22 vs Junction Chamber
  - iii. CSO Regulators and lines between the regulators to the facility
  - iv. Any others that can be added*Discussion tabled to a future meeting*

*Meeting adjourned at 2:30pm*

**APRIL 16, 2020**



# Glenbard Wastewater Authority

945 Bemis Road Glen Ellyn, Illinois 60137  
Telephone: 630-790-1901 – Fax: 630-858-8119

## GWA Technical Advisory Committee (TAC) Meeting Agenda April 16, 2020 2pm

Present: Director Hansen, Director Goldsmith, Mr. Streicher, Mr. Romza

1. COVID Operations
  - a. Schedule

*Updated Director Goldsmith on GWA's 2-shift schedule, one day shift and one evening shift. Mr. Streicher stated the staff has settled into the new schedule, there are still risks, as most other treatment plants have a bit more separated of a schedule. However, this is sustainable moving forward until things can return to normal. Mr. Romza will be in during the day if needed, and Mr. Streicher will be in at night if needed – otherwise both are working from home as much as possible, along with all supervisors. TAC agreed that this is a good strategy to use until the Covid pandemic has subsided. Director Hansen also pointed out that GWA may experience decreased overtime in after hours call-ins, which is particularly beneficial during times of financial uncertainty.*
  - b. Deliveries

*So far deliveries of equipment and materials have not been affected by the crisis. FOG/HSW delivery has is limited to 4 deliveries per day and any materials are left outside the front door of the admin building, to limit interaction.*
  - c. Construction

*Most construction has been continuing, with minor accommodations having to be made due to the crisis. GWA did suspend the HVAC construction for 2 weeks at the beginning of the Covid crisis, but has since let the contractor continue work with the caveat that they only work during the day shift. This effort is to limit any contamination between GWA's 2 shifts.*
  - d. Exposure

*Glenbard has had one employee test positive for COVID-19, Mr. Streicher. Fortunately, he had not been at the plant for over 14 days before developing symptoms, and was self-quarantined after experiencing symptoms. At onset of symptoms, Mr. Hansen relayed his symptoms onto Village of Glen Ellyn administrators who had him tested. Mr. Streicher is unsure how he contracted the virus, as he only saw his wife, and made two trips to the grocery store. No GWA employees were in contact with Mr. Streicher during his contagious period.*
  - e. Matt is immune

*See above*
2. USP Technologies Pilot Proposal
  - a. Only one other similar service available

*Mr. Romza had inquired with several of GWA's shortlist consultants to see if there were any other providers of this kind of service that we could obtain competitive pricing from. There was one other provider, however all of the firms stated the USP was much more superior of a product, and it was not worth inquiring with the other provider.*
  - b. References check

*Mr. Streicher inquired with Kenosha, who performed a similar pilot that is being proposed at GWA. No response has been given. Mr. Goldsmith asked if there would be differences at GWA because of the HPO process. GWA had asked our shortlisted process experts this question and were told that since hydrogen peroxide is basically inert, there were no risks to the biological process.*

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*Mr. Romza informed the TAC that the original pilot proposal received from USP was for \$60,000 and 6 months of USP service. Mr. Romza and Mr. Streicher negotiated the pilot proposal to 45-days at \$18,703, in order to limit the financial obligation to GWA, on the off chance that the service affects the plant biology or simply does not improve odors. The TAC agreed that GWA should move forward with the pilot proposal of 45 days for \$18,703. The TAC also recommended a Press release to the public when the pilot is implemented to encourage neighboring residents comments on the effectiveness of the odor control.*

3. Renewable Energy Credit Agreement with Blue Delta

a. Contract Expires July 27, 2020

*GWA Entered into contract with Blue Delta in July 2017 for 3 years. Blue Delta provides brokerage service to attempt to sell renewable energy credits generated by GWA's CHP's. GWA does not pay a fee to Blue Delta, but instead collects 12% of any revenue generated. To date, GWA has not generated any revenue, however that's due to the minimal amount of energy that's been produced. Mr. Streicher inquired with other facilities that have CHP's, and all of them use Blue Delta, so while there are other brokerage firms that handle REC's, Blue Delta appears be the leader with handling REC's related to CHP's. Director Goldsmith recommended letting the contract automatically renew when the term is up, as stated in the contract. Director Hansen recommends sharing this with the Village Mangers just so that at least half the EOC is aware of GWA's intents to move forward.*

4. Other Business

a. Janitorial Services Bid Advertisement

*GWA's existing janitorial service's contract has expired, and currently GWA is doing in-house cleaning due to the COVID crisis. However, if needed, we can pay the janitorial service month to month if we start to use them again. GWA has not been satisfied with the existing contract and therefore wants to go out to bid for a new contract. Mr. Streicher has prepared the bid package to send out, however it will have to wait, as perspective bidders will need to visit the facilities in order to see what to bid on. This will be sent out at a later date. TAC agreed.*

b. FIP Update

*Mr. Romza informed that work has been able to proceed generally without many disruptions due to the crisis. There has been some minor delays due to manufacturers limited travels. Startup of the low flow pumps may be affected because it would call for large groups in small areas, so Zoom or some kind of video conferencing may be an option. GWA is working with the contractor to revise their shutdown sequencing in an attempt to reduce the number of shutdowns.*

c. Electrical Grid Design Update

i. Moving forward with award

*Based on review from the finance directors and the TAC, GWA is moving forward with awarding this contract*

ii. DCEO Grants/Stimulus Money

*The project most likely would be eligible for DCEO grants, however, due to the crisis those grants may no longer be available. Mr. Streicher has been working with IAWA and put this project on a list that is being sent to congress in an effort to get some of the CARES stimulus money directed towards GWA's projects.*

iii. Value Engineering

*Prior to any pre-construction meeting, GWA intends to meet with the contractor and engineer to perform further value engineering to see where some costs could be reduced. Mr. Streicher feels that perhaps up to \$100k may be able to be cut out of the project by changing construction materials, removing "overkill" items, etc.*

d. HVAC Project Update

*Mr. Romza informed that GWA did request that the HVAC contractor not come to the administration building for a 2-week period, so the final completion of the project may be pushed back a couple of weeks. Substantial completion should be obtained by the end of this week/early next week. The system is mainly operational at this point with some minor details being worked out, as well as remaining restoration. Final completion depends on a punch list being put together, which could be delayed due to design engineer availability during the pandemic.*

e. Biosolids Dewatering Improvements Update



## Glenbard Wastewater Authority

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*Design for this project continues to be moving along. Mr. Streicher complimented Maintenance Superintendent Braga for helping design a new polymer storage tank as part of this project. The consultant is preparing to submit the plans and specifications to the IEPA to apply for the construction permit so that the project may be eligible for SRF funding. Although no formal response has been given, it's still looking favorable that the project will get on the intended use list for funding, so that it may be available by early next year. If so, the plan would be to bid out late fall, give a notice of intent to award, send in the final SRF application, and give formal notice to proceed early 2021.*

- f. NPDES Permit Renewal Update  
*The applications have been submitted to IEPA and we waiting to hear back.*
- g. ILWARN
  - i. GWA is now part of and signed agreement has been submitted.  
*GWA's legal firm suggested that the agreement to enter into the ILWARN mutual aid network should be approved by the EOC, since if GWA were to call upon assistance, other utilities could request reimbursement – so there could potentially be financial implications of the aid if used. However, due to the crisis, and the potential need to use the aid sooner than later, Mr. Streicher was approved to enter into the agreement by the Village Mangers, and will request retro-active approval from the EOC.*
- h. Hydraulic Study  
*Mr. Romza has sent out latest report, everything is on hold at the moment though, as this is not a priority item during the COVID crisis. The Public Works Directors have not had a chance to review it yet. The TAC is agreement in postponing this item until the COVID crisis calms down.*
- i. Roofing Consultant  
*For the past two years GWA has used Arcon as a roofing consultant to help design roof replacements, bid out the work, and supervise construction. GWA has been extremely satisfied with the work, and Arcon had been the low bidder 2 years ago when quotes were obtained. However, the quote this year came in higher than was budgeted, which was an error made by GWA when budgeting. Since the roof that is planned to be replaced this calendar year is so much larger than the past two years, the cost for the consulting service reflects the larger roof area, as their cost is based off a percentage of the anticipated cost to replace the roof. The Arcon proposal has maintained a 4.5% of estimated construction cost fee. Mr. Hansen suggested holding off on approving this since the Electrical Project came in over budget, as well as unanticipated FIP costs. Mr. Streicher stated this was only for the consulting fees and we should proceed with attempting to replace the roof since this is just one of 29 other roofs that are split up between years, so deferring it this year will only increase future years project costs. Mr. Goldsmith and Mr. Hansen then agreed to move forward with approving the contract for Arcon, with the premise that if funds are not available for construction, the design may be tabled until a future year.*
- j. CHP Usage
  - i. Budgeted service interval not needed until next year/excess O&M this year (\$124k)  
*Mr. Streicher advised the TAC that the maintenance budget will look skewed this year when we start to budget for next year because we will not have used a good portion of it due to the CHP not needing the 20k hour interval this year. Therefore, even though the funds won't be used this year, we will need to maintain that amount into next year, along with an additional \$124k since it's predicted both engines will hit the 20k hour interval and need the major overhauls next year.*
- k. IAWA Executive Committee Appointment

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*Mr. Streicher was invited to be on the IAWA Executive Committee. Some Directors obtain board approval to join this committee, as it could involve some time in attending committee meetings during the day, as well as a slight possibility a trip or two to Springfield would be needed. However, GWA benefits greatly from being a part of IAWA, so this is time well spent for GWA. The TAC congratulated Mr. Streicher and agreed it is a good benefit for him to be a part of the Executive Committee.*

I. Baby Watch

*Mr. Romza is due early May, however it's been indicated that the baby could arrive early. Congrats to him and his wife, and if he he's not responsive in the next several weeks, this is probably why!*

5. Old Business

a. Flow Monitoring Report Meeting

*See above section regarding the Hydraulic Study. This is related and will be discussed at the same time.*

b. Manhole/Sewer Inspection Reports

*Red Zone Robotics needs to send final report still. The final manhole report has been submitted. Due to budgeting constraints though, GWA is postponing any plans to initiate any manhole and sewer rehabilitation program in CY2020*

c. SwiftComply Requirement

*Mr. Goldsmith found nothing in the sewer use ordinances that would require FSE's to join SwiftComply, however by it stating that they need to provide records of manifests, it could be implied. As long as there's no cost for FSE's to require them to join SwiftComply, Directors see no issue with requiring them to join it. Mr. Goldsmith suggested to continue to work with media outreach at each Village to continue to remind the FSE's and incorporate them, of course, after the crisis is over and FSE's business return to normal. Director Hansen suggested to run any proposed outreach by the Village Managers again prior to rolling out so that they are aware, since business for many FSE's may not return to "normal." It was pointed out though that FSE's will still be required to pump out grease traps and report it to the Authority, as that is a federal requirement that cannot be relaxed by the Villages.*

d. Airgas/Vaporizers

i. Another increase in "restricted access" fees

*Mr. Streicher informed the TAC that GWA has received yet another increase in delivery fees due to Airgas claims on "restricted access.". In January 2020 Airgas changed the \$60 delivery fee to a \$150 "restricted access" fee based on the fact that they are not allowed to deliver to our facility 24/7. Restrictions were imposed to only allow deliveries during waking hours (~7am-8pm) due to the noise from truck traffic, and the loud noise when the oxygen is being off loaded. In April 2020, the restricted access fee increased again to \$165. Mr. Streicher has contacted Airgas and implied that GWA may withdraw from the contract if these fees cannot be lowered, and we'd rebid for the services. There may be complications in doing so though, since GWA also leases the required atmospheric vaporizers from Airgas, so leaving the contract may affect the lease price. Mr. Streicher is investigating this with Airgas. Mr. Streicher also obtained pricing for GWA to purchase and own atmospheric vaporizers, which came back to an extremely high cost, so it's desired to keep the existing lease in place if possible. Mr. Goldsmith and Mr. Hansen suggested leaving the contract for liquid oxygen if it doesn't affect the price of the leasing the vaporizers. More to follow on this as GWA hears back from Airgas*

ii. Projected additional \$21k in fees in CY2020

e. On-Call Discussion

*No update*

f. Discussion pertaining to future development of IGA Language for

*GWA Interceptor vs Village's Collection Systems start and stop points.*

i. VGE – Chidester vs St. Charles Rd. Lift Station

ii. VOL – L22 vs Junction Chamber

iii. CSO Regulators and lines between the regulators to the facility

iv. Any others that can be added

*No Update*



## **Glenbard Wastewater Authority**

945 Bemis Road Glen Ellyn, Illinois 60137  
Telephone: 630-790-1901 – Fax: 630-858-8119

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*Meeting adjourned 3:38pm*

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**MAY 21, 2020**



# Glenbard Wastewater Authority

945 Bemis Road Glen Ellyn, Illinois 60137  
Telephone: 630-790-1901 – Fax: 630-858-8119

## GWA Technical Advisory Committee (TAC) Meeting Agenda May 21, 2020 9:30am

*Present: Director Hansen, Mr. Romza, Mr. Streicher*

1. COVID Operations
  - a. Plans to resume to “normal” hours  
*Mr. Streicher had talked with Bill Holmer of Glen Ellen, and agreed that a survey could muddy the waters and can cause some internal morale drop. Therefore, MS just sent the survey to supervisors. GWA will likely go back to 4 day shifts with staggered start times, and have additional resources in other buildings to limit congregation areas (such as microwaves). GWA will finalize the plan and send to Homer for approval. JH agreed that this sounds good.*
  - b. Building Disinfection  
*MS thanked JH for the referral and will likely get it done next weekend.*
2. Pollution Prevention Plan Public Meeting
  - a. Permit requires “PPP shall be presented to the general public at a public information meeting conducted by the Permittee annually during the term of the permit.”
  - b. Typically, Lombard hosted – GWA will host via Zoom, June 18  
*MS had found nothing that states any sort of quorum is required, so there’s no reason it can’t be done over Zoom. TAC agreed that it is maybe possible to hold the meeting over Zoom in the future as well since there are usually no attendees.*
3. Other Business
  - a. High Flows  
*JH and GWA have been in contact, GWA has not had any excursions so far. A lot of overtime, but nothing out of the ordinary.*
  - b. Virtual EOC Meeting  
*Plan is to hold the meeting over Zoom, just like village board meetings. Gayle is reaching out to Lindsay at the Village to make sure we are following open meetings act requirements.*
  - c. Biogas Media Purchase  
*MS informed this will be on the EOC agenda. The media filters biogas for the CHP. GWA is planning on buying it before the current media is expired, so that emergency approval is not needed. The approval request is expected to be in the \$30k-\$40k range.*
  - d. Budget Reductions  
*GWA has already deferred quite a bit from the 2020 budget, but have been deferring so much over the past 5 years that many essential projects need to be done. It is critical infrastructure that needs to be upgraded/replaced. MS stated that he is not yet sure what kind of expectations are in place for GWA and the budget going forward. JH stated that GE had a workshop with the board on what to cut. Street reconstructions have been cut by \$4 mill. They have been deferred because those streets are already in bad condition, and can’t get any worse. JH stated that as long as you have a good argument for big expenditures, we should be ok, but anything that can be deferred should. You can’t cut things that have to get done. MS stated that GWA will continue to try, but GWA has to let it be known that it has already deferred many significant projects in the previous years that he has been in service of GWA. JH stated that unfortunately, Villages haven’t increased rates when the economy was good...now they can’t due to unemployment, therefore there will be some difficulties in budgeting.*
  - e. Equipment Procurement
    - i. Rags Washer

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*MS stated this item will be on an EOC agenda for approval due to its anticipated dollar amount. It is beyond its useful life and has already failed several times. Although it's not essential for day to day operation, it is an essential item since it ends up saving a lot of money in the long run by reducing the number of garbage dumpsters we fill 10-fold. JH Sounds good.*

ii. Grit Pumps

*The grit pumps used to be pumping sand for many years and are also beyond their useful life. These are essential items to plant operation. They are still functioning but struggling now to be effective. GWA will seek to waive competitive bidding by only replacing the pump and not the full motor/ancillary piping.*

f. SEDAC Assessment

*MS stated this was simply an FYI that we will be working to get this free energy assessment done.*

g. FIP Update

i. Low Flow Pump Startup

*TR indicated that the low flow pumps were started up last week and training was completed. They have been in continuous operation and so far have been working as intended.*

ii. Restoration

*TR indicated that the contractor has begun to restore much of the plant site that was disturbed, and that the plant is starting to look "normal" again*

iii. Hypo Pumps Operational

*TR indicated that the hypo pumps are fully operational after the manufacturer's representative made a site visit to adjust some settings. GWA intends to fill the system with hypochlorite for live testing. MS indicated that GWA is attempting to work with it's chemical supplier for the Lombard plant to see if the same pricing can be obtained, but that we may have to bid this supply out in a separate contract*

iv. LD Calculations

*TR put together a spreadsheet showing that LD's total near \$1.3M according to the most recent schedule. JH asked if GWA and its consultant have been documenting the delays so that they are ready to defend themselves if the contractor argues. MS and TR stated they have been working closely with the engineering consultant to make sure all delays are documented well. MS stated that the consultant sent out another notice to the contractor stating the delayed schedule was never accepted and that GWA will continue to pursue LD's*

v. Pump Replacement Sequencing

*TR indicated the contractor submitted a revised sequencing plan for the remaining pump replacements that included a bypass pump, which should shave a month or so off the schedule, so final completion could occur near August 2020.*

h. Electrical Grid Design Update

i. DCEO grant applications

*Not much update on design. GWA is in initial stages on the grant applications and are applying for the Fast Track and Rebuild Illinois. GWA is going to submit well before the deadlines. JH indicated to include Rich Daubert on all emails so that he is aware if/when he applies.*

i. HVAC Project Update

i. Substantial Completion

*TR informed that the HVAC project has been somewhat completed substantially but GWA has put together a very large list of items that need fixing and completed.*

ii. Punchlist/Payment Withholding

*Due to the nearly 9 page punchlist, GWA is withholding payment until further progress is seen. JH agreed that this is the correct course of action.*

j. Biosolids Dewatering Improvements Update

i. Loan Application

*MS stated that GWA is waiting on GE accounting to give some of the information for the required financial documents. Also waiting on IEPA to inform how to combine both Villages financial information. JH stated to make sure we give GE ample time to complete the needed information.*

k. Potential UV Transmissivity Study



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*MS stated that we may perform a study to see the effectiveness of the UV system because many improvements have been completed since their installation. The goal would be to lower the UV lamp usage, to save power and optimize the system if the disc filters are doing a better job of filtering than the old sand filters.*

- I. Baby Romza Arrival/Baby Streicher Watch  
*Congrats Tom, good luck Matt*
  
4. Old Business
  - a. Legal Representation Interviews  
*It was decided by Village managers that Mark, Scott and Matt are the only people that will be involved in the interviews. JH suggested that GWA maybe reach out to Greg Mathews to see if GWA should be concerned about lack of responsiveness from GWA's interim attorney, who was the Top ranked firm by the TAC, but has not responded to the request to be interviewed.*
  - b. Janitorial Services Bid Advertisement
    - i. Building/Vehicle Disinfection  
*Once GWA has resumed more "normal" schedules for the employee in June, GWA will release the bid for janitorial services. GWA will allow bidder to see the building with COVID restrictions/precautions.*
  - c. Airgas/Vaporizers
    - i. "Restricted Access" fees reduced, but not to original amount  
*In the beginning of 2020 Airgas raised the fees to \$150/delivery from \$60/delivery, and then again to \$165/delivery in April 2020. Since questioning them they have lowered back to \$150/delivery, which is still significantly higher than original fee. They are evaluating and asked that maybe we open our delivery window even more, however MS disputed that we already have a fairly open window. MS was told by GWA's Airgas contact that they need to run this up the chain. JH agreed that we are taking a good position.*
    - ii. Now projected additional \$19k in fees in CY2020
  - d. Manhole/Sewer Inspection Reports  
*JH asked what we could do to appease the lady on Abbotsford Ct, who has had river flooding and a backyard manhole that is overflowing in extreme rain events. MS mentioned to possibly raise the manhole since it is at a location that a 60" pipe takes a 90 degree turn, so in high flows it's very subject to blowing open. Julius is forwarding her number.*
  - e. Flow Monitoring Report Meeting  
*TR recommended we set up a zoom meeting with the Villages and RJN as it is unknown when in-person meetings will resume. At this point the connect to JH was lost and the meeting was adjourned. Tom will try to set up a zoom meeting.*
  - f. NPDES Permit Renewal Update
  - g. Hydraulic Study
  - h. On-Call Discussion
  - i. Discussion pertaining to future development of IGA Language for GWA Interceptor vs Village's Collection Systems start and stop points.
    - i. VGE – Chidester vs St. Charles Rd. Lift Station
    - ii. VOL – L22 vs Junction Chamber
    - iii. CSO Regulators and lines between the regulators to the facility
    - iv. Any others that can be added

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## **SECTION 10.2**

# **PENDING AGENDA ITEMS**



## Glenbard Wastewater Authority

945 Bemis Road Glen Ellyn, Illinois 60137  
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### *2020 Pending EOC Agenda Items*

<b>Projects</b>	<b>Budget</b>	<b>Date</b>	<b>Status</b>
<b>Capital Improvement Projects</b>			
Electrical Service Distribution System Construction/Engineering	\$2,750,000	March	APPROVED
Biosolids Dewatering Improvements Design	\$330,000	December 2019	APPROVED
Roof Rehabilitation	\$362,000	October	
Grit Pump & Screenings Washer/Conveyor Replacement	\$310,000	June	
RAS Pump Station Rehabilitation	\$180,000	September	
<b>Infrastructure Improvement</b>			
Hydraulic Modeling Study	\$60,000	September	
HSW Improvements Modifications	\$25,000	October	To be included with Biosolids
<b>Equipment Rehabilitation</b>			
Annual Collection System Rehabilitation	\$200,000	July	DEFERRED
CHP Siloxane and Hydrogen Sulfide Media Replacement	\$50,000	June	
Annual Lift Station Rehabilitation	\$50,000	August	DEFERRED
<b>Rolling Stock</b>			
Electronic Technician Vehicle	\$39,000	March	APPROVED
<b>Administrative</b>			
Forest Preserve Easement License Costs for NRI	\$150,000	N/A	NO LONGER VALID



**SECTION 11.0**

**NEXT EOC MEETING**

**THURSDAY**

**JULY 9, 2020**

**AT 8:00 A.M.**