

OFFICE OF THE SUPERINTENDENT

Millburn Public Schools

ACTION ITEM

October 19, 2009

To: Board of Education Members

From: Ellen E. Mauer, PhD

Subject: Feasibility Study

Proposed Action by the Board of Education

Approve the request for Chevron to conduct a free feasibility study for Millburn School District #24.

Background

We had a presentation last time from Sharon Uslan. I have not received any questions. I am hoping we can go ahead with this to get the information in order to use it for our long-term budget projections in the areas of buildings and grounds, maintenance, utilities, and security. If we like what we see and feel it is a good proposition, we may be able to use impact fees for any projects. That is the only possible way we would be able to proceed given our finances. On the other hand, we may find that there is not a lot needed or that Chevron would not find us suitable for a project. In any case, we will have the information needed for long-term budgeting in the OBM portion of the budget. The formal proposal is attached.



**Chevron Energy Solutions Company,**  
**a division of Chevron U.S.A. Inc.**  
 Chevron ES Project #: DWCES-\_\_\_\_\_-\_\_\_\_\_  
 Chevron ES Contract # CU \_\_\_\_\_

**FEASIBILITY ANALYSIS AGREEMENT**

This agreement is made and entered into as of this \_\_\_\_\_ ( ) day of \_\_\_\_\_, 2009 between Chevron Energy Solutions Company, a Division of Chevron USA, Inc. (Chevron ES), an Energy Services Company ("ESCO"), having its principal offices at **345 California Street, 32nd Floor, San Francisco, CA 94104** and \_\_\_\_\_, located at \_\_\_\_\_ hereinafter referred to as "Customer". Customer hereby authorizes Chevron ES to evaluate the Customer's facilities for the purpose of determining the viability of implementing a guaranteed saving program to generate funds for facility renewal.

- Scope of Work.** Chevron ES agrees to perform a feasibility study (at no cost to the Customer) to determine opportunities to reduce total operating expenses within the Customer's facility. Such study shall include, but not be limited to the following: review alternative energy applications, on-site facility inspection of buildings and equipment, maintenance procedures and costs, capital improvement needs, capital improvement plans, investigate the feasibility of a utility rate reduction, correlate and analyze information gathered from the above steps, develop a facility improvement plan and prepare a verification report which outline the savings opportunities, cost, and capitalization alternatives, engineering and equipment recommendations.
- Schedule.** The evaluation will begin with a site visit of the facility. The feasibility study will be presented to the Evaluation Committee on or about \_\_\_\_\_ or approximately 4-8 weeks after the site visit.
- Evaluation Committee.** The Evaluation Committee shall consist of the following people:

<b>Name of Person</b>	<b>Title</b>
_____	<b>Board of Education</b>
_____	<b>Board of Education</b>
_____	<b>Superintendent</b>
_____	<b>Business Manager</b>

- Change in Scope.** Any change in the terms of this agreement must be in writing and signed by both parties.
- Customer Participation.** Customer agrees to do all things reasonably necessary to assist Chevron ES in conducting the facility evaluation, including, but not limited to, providing copies of utility bills; access to the buildings; access to operation and maintenance personnel; and copies of previously conducted energy reports. In addition, the Customer agrees to allow Chevron ES to present the results of the feasibility study and Chevron ES' performance contracting proposal to the Customer's executive(s) with the authority to enter into such a contract.

**CHEVRON ES:**  
 Chevron Energy Solutions Company, a Division of  
 Chevron U.S.A., Inc.

**CUSTOMER:**  
 (type Customer name here)

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title:

Title: