



# WMUA ESIP Project Development Agreement

This Energy Savings Improvement Program (ESIP) Project Development Agreement (“Agreement”) is by and between Schneider Electric Buildings Americas, Inc. (“ESCO”) and the Willingboro Municipal Utilities Authority (“Customer”) for the purpose of the Customer authorizing the ESCO to proceed, at no cost to the Customer, with final development and engineering of scopes associated with; 1) at minimum, a self-funding and cash flow positive ESIP project (“ESIP Project”); and 2) the ESIP Project and additional capital project scope.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, ESCO and Customer agree with the following terms and conditions.

- Section A: ESIP Project Only - Self-Funding and Cash Flow Positive Scope**
- Section B: Combined ESIP Project and Additional Capital Project Scope**

IN WITNESS WHEREOF, the individual signing this Agreement on behalf of its respective party represents that s/he has the authority to execute this Agreement as a duly authorized representative of such party as set forth below.

**Willingboro Municipal  
Utilities Authority**

**Schneider Electric Buildings  
Americas, Inc.**

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature)

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

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

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## **SECTION A: ESIP PROJECT ONLY - SELF-FUNDING AND CASH FLOW POSITIVE SCOPE**

### **1. Goal**

The Customer and the ESCO mutually agree the Customer's goal is to implement a Combined ESIP and Additional Capital Project Scope highlighted in Section B, Attachment B. However, the ESIP Project Only - Self-Funding and Cash Flow Positive Scope is a required part of the Combined ESIP and Additional Capital Project Scope. and represents the minimum scope that the Customer desires to achieve under the Customer's ESIP Program.

### **2. Customer Commitment:**

The Customer agrees to authorize the ESCO to proceed with the creation of an Energy Savings Plan, final development and engineering for, at minimum, a self-funding and cash flow positive ESIP Project Only – Self Funding and Cash Flow Positive Scope, as listed in Attachment A and subject to the customer's approval, the independent <sup>third</sup> party reviewer, and the NJBPU approval.

Following third party review and approval of the Energy Savings Plan, the Customer shall take action to adopt the Energy Savings Plan within thirty (30) days, subject to approval of same by the NJBPU. Once adopted by the Customer, the ESCO shall submit the Energy Savings Plan to the NJBPU for review and approval. Following receipt of NJBPU approval of the Energy Savings Plan, the ESCO shall present a complete contract to the Customer and the Customer shall take formal action concerning said contract within forty-five (45) days.

### **3. ESIP Only Scope – Refer to Attachment A**

## **SECTION B: COMBINED ESIP AND ADDITIONAL CAPITAL PROJECT SCOPE**

### **1. Goal**

As stated in Section A above; the Customer and the ESCO mutually agree the customer's goal is to implement a combined ESIP plus additional capital project scope highlighted in Attachment B of this section.

### **2. Customer Commitment:**

The Customer agrees to authorize the ESCO to proceed with the creation of an Energy Savings Plan, final development and engineering for the Combined ESIP Project and Additional Capital Project Scope as listed in Attachment B and subject to the customer's approval, the independent third party reviewer, and the NJBPU approval, as applicable.

With respect to the ESIP Project portion of the Combined ESIP and Additional Capital Project Scope, following third party review and approval of the Energy Savings Plan, the Customer shall take action to adopt the Energy Savings Plan within thirty (30) days, subject to approval of same by the NJBPU. Once adopted by the Customer, the ESCO shall submit the Energy Savings Plan to the NJBPU for review and approval. Following receipt of NJBPU approval of the Energy Savings Plan, the ESCO shall present a complete contract to the Customer and the Customer shall take formal action concerning said contract within forty-five (45) days.

### **3. Combined ESIP and Additional Capital Project Scope – Refer to Attachment B**

