RESOLUTION #18-0402-07 _Tabled_ –

Authorizing the Township Administrator to Execute MOU with MORPC

WHEREAS, Liberty Township is a member of the Mid-Ohio Regional Planning Commission (MORPC), and

WHEREAS, some of MORPC's primary goals are reducing per-capita energy consumption and promoting the use of alternate fuel resources, and

WHEREAS, MORPC has contracted with JadeTrack for a benchmarking services program to encourage communities to meet sustainability goals, and

WHEREAS, there is no cost for the Township to participate in this program.

NOW, THEREFORE BE IT RESOLVED, BY THE LIBERTY TOWNSHIP BOARD OF TRUSTEES, DELAWARE COUNTY, OHIO, authorizes the Township Administrator to execute the necessary MOU and all attendant documents for Liberty Township to participate in the Mid-Ohio Regional Planning Commission benchmarking services program related to sustainability and energy conservation.

Motion made by _Leneghan_ and seconded by _Eichhorn_.

Vote: _____ Mrs. Eichhorn _____ Mr. Gemperline _____Mrs. Leneghan

This Resolution shall be in force and become effective immediately upon its execution.

_____
Date

Melanie Leneghan, Trustee

CERTIFIED BY:

Mike Gemperline, Trustee

_____
Nancy Denutte, Fiscal Officer

Shyra Eichhorn, Trustee

MEMORANDUM OF UNDERSTANDING

Between
PARTICIPANT ORGANIZATION;
JadeTrack; and
Mid-Ohio Regional Planning Commission

This Memorandum of Understanding ("MOU") between the Mid-Ohio Regional Planning Commission ("MORPC"), JadeTrack, Inc. ("Consultant"), and each of the undersigned participating organizations (each a "Participant"), represents a mutual understanding and continuing relationship to support local governments and other stake holders to reduce energy consumption, costs and related emissions in their buildings and transportation operations.

1. **PARTIES**

    1.1. This understanding is between MORPC, Participant, and Consultant. MORPC, Participant, and Consultant shall each be referred to at times in this MOU as a "Party," or collectively, as the "Parties" to this MOU.

2. **BACKGROUND AND PURPOSE**

    2.1. Some of MORPC's primary goals are reducing per-capita energy consumption and promoting the use of alternative fuel resources. MORPC is pursuing these goals for several charitable purposes, which include, but are not limited to combatting community deterioration and lessening the burdens of government. MORPC hopes to combat community deterioration by reducing environmental pollution. MORPC hopes to lessen the burdens of local governments by assisting governmental entities in developing and implementing energy conservation and sustainable practices.

    2.2. Benchmarking services (together with other services as part of Scope of Services for the MORPC Program defined in **Appendix A**, attached hereto and incorporated herein) as a part of the Local Government Energy Partnership have been developed to encourage local communities to meet sustainability goals in furtherance of MORPC's 501(c)(3) purposes.

    2.3. This MOU serves as notice that Participant represents that it has sufficient authorization to participate in the MORPC Program. As set forth below, Participant authorizes Consultant and MORPC to collect and analyze necessary data for the MORPC Program. This MOU also describes the roles and responsibilities of each Party during the MORPC Program.

3. **GENERAL RESPONSIBILITIES OF THE PARTIES**

    3.1. The Scope of Services set forth in **Appendix A**, including a benchmarking tool provided by Consultant, will enable the visualization of energy consumption, cost and emissions data in an online dashboard accessible to Participant-designated employees of Participant. Other data, if collected and entered can be visualized. To do this, Consultant will collect Participant's current and three years of historic utility data, in addition to information regarding the building or fleet being evaluated, and provide support for utilizing the dashboard and information.

3.2. MORPC will serve as the primary contact for Participant regarding the MORPC Program, have access to data in order to analyze and provide recommendations to Participant, and display data aggregated on a municipal and regional level or have mutual agreement among the Parties in displaying easily-identifiable data of specific locations in order to measure progress of the region.

3.3. Participant, to the best of its ability, will utilize the dashboard and information in order to improve efficiency in Participant's operations and promote sustainability.

3.4. All parties will refer to the MORPC Program as the "MORPC Program" or "MORPC Benchmarking Program" when discussing the MORPC Program outside of their respective organizations.

3.5. Energy savings realized by Participant through the MORPC Program will be attributed to MORPC for the purposes of Utility reporting.

3.6. **Responsibilities with Respect to Software**

   3.6.1. **MORPC License**. Consultant grants to MORPC and Participant a non-exclusive, non-sub licensable and non-transferable, limited use subscription to use its Software. Pursuant to MORPC's license, Participants are authorized to use the Software and the Documentation (also referred to as "Authorized Users") solely for participation in the MORPC Program (defined in **Appendix A**) during the term of this MOU.

   3.6.2. **Participant as an Authorized User of MORPC License**. All use of the Software is subject to any restrictions set forth in the Scope of Services, set forth in **Appendix A**, or as otherwise set forth in this MOU. Participants shall not assign, sublicense, or otherwise transfer the Software or authorize others to use the Software.

   3.6.3. "**Software**" for the purposes of this MOU shall include any and all cloud based software and services hosted and licensed by Consultant to MORPC for its use under this MOU, including any modifications, enhancements or corrections to the Software that Consultant may make from time to time. Software shall also include any and all user manuals, installation manuals, release notes, online help information, literature or other written materials relating to the Software and prepared or made available by Consultant, as may be created or updated by Consultant from time to time (the "Documentation"). Provided, however, that software, documentation, Subject Data (as defined below), and other materials created, developed, or provided by MORPC and Participant shall remain the property of MORPC and shall not be included in the definition of "Software" and "Documentation" owned by Consultant.

   3.6.4. "**Subject Data**" means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this MOU. The term includes graphic or pictorial delineations in media such as drawings and photographs; text in specification or related performance of design-type documents; machine forms such as punched cards, magnetic tape, disks or CDs, or computer memory printouts; and information retained in computer memory as part of this engagement. Examples include, but are not limited to:

engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to the administration of this agreement. The source code of the Software at all times shall remain the property of Consultant.

3.6.5. "**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, association, trust, unincorporated organization or other entity.

4. SPECIFIC RESPONSIBILITIES OF THE PARTIES

4.1. Participant Responsibilities

4.1.1. Responsibilities upon Participation and with Respect to Data

4.1.1.1. Participant will acquire any necessary authorization to participate in the Program prior to being provided with access to the benchmarking tool.

4.1.1.2. Participant will designate a lead contact, identified by position title, who is responsible for working with Consultant and MORPC to implement the program.

4.1.1.3. Participant authorizes Consultant to collect necessary data required to fulfill Consultant's Scope of Services for display in the dashboard.

4.1.1.4. Participant will ensure login information is safeguarded, and is provided only to those with authorized pursuant to Section 3.5.1 of this MOU to access to the benchmarking tool.

4.1.1.5. Participant authorizes Consultant and MORPC to share Participant data with each other.

4.1.1.6. Participant authorizes Consultant to enter data into ENERGY STAR Portfolio Manager®.

4.1.1.7. Participant shall be solely responsible for its actions or decisions based upon the data collected through participation in the MORPC Program. MORPC and Consultant make no representation or warranty concerning the validity of the data provided to Participant through the MORPC Program.

4.1.1.8. Participant and MORPC, jointly, maintain all rights to data (including "Subject Data," defined above) that does not constitute public information.

4.1.1.9. Participant authorizes Consultant and MORPC to utilize any information collected necessary to evaluate the Program or

participation levels in sustainable2050 or similar program by MORPC.

4.1.1.10. Participant authorizes MORPC to share Participant-data aggregated on a municipal, regional, or service level.

4.1.2. Participant Use of MORPC License. Except as expressly authorized by this MOU, Participant shall not, and shall not permit any other Person, to:

4.1.2.1. Copy the Software, in whole or in part, or modify, correct, adapt, translate, enhance or otherwise prepare or create derivative works based upon the Software;

4.1.2.2. Decompile, disassemble, decode, adapt or reverse engineer the Software, in whole or in part;

4.1.2.3. Defeat, disable, bypass, breach or circumvent any protection mechanism or security device related to the Software;

4.1.2.4. Sell, license, sublicense, lease, rent or distribute to any third-party, or disclose, permit access to, or transfer to any third-party, any portion of the Software;

4.1.2.5. Remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, terms of the Documentation, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of the Software or Documentation;

4.1.2.6. Use the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Rights or other rights of any individual, authority or entity, or that violates any applicable law; or

4.1.2.7. Use the Software or Documentation other than for any purpose or application permitted under this MOU.

4.1.3. Third-Party Software. In the event that Consultant makes third-party products, software or materials available to MORPC and Participant, either directly or indirectly through the use of the Software, Participant agrees to use any such third-party products, software or materials in accordance with the terms of any applicable third-party end user licenses, subject to Participant's notice and agreement to such third-party terms, which shall not be unreasonably withheld or delayed. Consultant shall remain primarily liable to MORPC and Participant under this MOU for its performance of the Scope of Services, set forth in **Appendix A**, including any Software or Documentation, regardless of whether the same is developed by Consultant or procured by Consultant for use by MORPC and Participant. Consultant shall not circumvent any of its obligations under this MOU by substituting its

primary liability to MORPC or Participant with a claim that a Third Party is primarily liable.

4.1.4. Ownership. Except for the rights expressly granted herein, this MOU does not transfer to Participant any right, title, or interest in or to the Software, Documentation or Intellectual Property Rights thereto. Consultant shall retain sole and exclusive title to all portions of the Software, Documentation, and any copies thereof.

4.1.5. Procedures on Infringement. Upon learning of any improper or unauthorized possession, use or access to the Software or Documentation by any Person, Participant will (i) notify Consultant and MORPC immediately; (ii) promptly furnish the details of such occurrence; (iii) reasonably assist in preventing any recurrence; and (iv) reasonably cooperate at Consultant's expense in any litigation or other proceedings undertaken to protect the Intellectual Property Rights or any other rights of Consultant.

4.1.6. Disclosure. Participant acknowledges and agrees that the unauthorized disclosure or use of the Software or Documentation, or any violation of Consultant's Intellectual Property Rights in the Software or Documentation, will cause immediate and irreparable harm to Consultant for which money damages cannot adequately compensate Consultant. Accordingly, notwithstanding any other provision of this MOU, Participant agrees that in the event of any unauthorized disclosure or use of the Software or Documentation, or threat of same, or any other violation or threatened violation of Consultant's Intellectual Property Rights in the Software or Documentation, Consultant will be entitled to obtain immediate injunctive relief from any court or tribunal of competent jurisdiction, without the requirement of posting bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise. Consultant acknowledges that Participant is subject to Ohio's Public Records Act, Revised Code Section 149.43 and that Consultant's reasonable judgment to disclose information in compliance with R.C. 149.43 shall not constitute a breach of Consultant's obligations to maintain confidentiality generally or this paragraph in particular. Participant shall provide Consultant and MORPC notice prior to disclosing any Software or Documentation in response to a request under R.C. 149.43.

4.2. Consultant Responsibilities

4.2.1. Consultant shall be responsible for performing the Scope of Services set forth in **Appendix A**.

4.2.2. Consultant will collect Participant's data set forth in **Appendix B** as necessary to provide the basic level of services included in the MORPC Program without charge to Participant. If requested and agreed by Participant, Consultant will also perform additional Add-on Services, as defined in **Appendix B**. Notwithstanding anything to the contrary herein, Consultant may only offer such Add-on Services approved by MORPC pursuant to the separate agreement entered between MORPC and Consultant.

4.2.2.1. Participant's data collection will be automated by Consultant at no charge if supplied by AEP Ohio or Columbia Gas of Ohio. Information from other utilities will require manual entry by Participant, or by Consultant at agreed to fee (see Data Collected by JadeTrack Document, attached).

4.2.2.2. Basic level of service may utilize third-party data and includes:

- Automated data collection for energy consumption
- Synchronization with ENERGY STAR
- Portfolio benchmarking dashboard/reports
- Manually track water, waste, recycling and other metrics
- Normalization (weather, transactions, etc.)
- JadeTrack program manager
- Phone and email support

4.2.3. Consultant will coordinate with appropriate resources to establish secure and automated data transfer processes to facilitate benchmarking.

4.2.4. Consultant will provide Participant access to the dashboard which visualizes their data.

4.2.5. Consultant will provide MORPC with access to Participant data in order to provide recommendations to Participant and display data aggregated on a municipal and regional level to measure progress of the region.

4.2.6. Consultant will provide training in the use of the dashboard.

4.2.7. Consultant will provide up to two hours of support in use of the dashboard.

4.2.8. Consultant will ensure that appropriate security measures are in place during the Program, and during the transmission of any data.

4.2.9. Consultant will not publicly release nor use any information which is not within the scope of the Program.

4.3. MORPC Responsibilities

4.3.1. MORPC will serve as Participant's primary point of contact for the MORPC Program.

4.3.2. MORPC will provide the payment to Consultant for Participant to receive the basic level of services for the MORPC Program at no cost to Participant. Participant may choose to purchase additional services through Consultant by entering into a separate agreement at the rates set forth in **Appendix B**, or as otherwise provided by mutual agreement of MORPC and Consultant.

4.3.3. MORPC will provide funding for Participant to receive the basic level of services during the MORPC Program, currently funded through 2020, as funding is available.

4.3.4. MORPC will use and disclose confidential Participant data only for purposes of the MORPC Program and to comply with laws, regulations, and court orders.

5. Terms of Memorandum

5.1. This MOU shall commence upon valid execution by all Parties and shall expire on the earlier of December 31, 2020 or the termination of the Agreement for Energy Performance Benchmarking and Reporting Program between JadeTrack and MORPC.

5.2. Any Party may unilaterally withdraw from this MOU with 30 days' written notice to the other Parties.

5.3. The Parties agree that the rights granted under this MOU shall be used solely by each other and that such rights are non-transferable or assignable without the express written consent of all Parties.

5.4. This MOU shall be construed and interpreted and the rights of the Parties determined in accordance with the laws of the State of Ohio.

5.5. This MOU constitutes the entire agreement among the Parties, and no changes or modifications to this MOU shall be made unless agreed to by all Parties to this MOU in writing.

5.6. This MOU may be amended by a separate writing signed by all of the Parties. Each amendment shall be incorporated as if fully rewritten into this agreement.

5.7. The Parties hereby agree that there shall be no international transfers of Personally Identifiable Information ("PII") under this MOU that would be subject to any export laws or regulations.

6. Contractual Obligations

6.1. Each Party agrees to be legally bound to their respective commitments in this MOU.

6.2. Each Party agrees that any services provided as a result of the Program, but outside of the basic level of services provided by the Program, will be contracted outside of the obligations within this MOU.
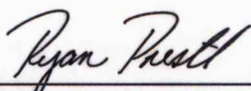
7. Authorizing Signatures and dates

7.1. This MOU may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature. The provisions of this MOU shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the Parties.

[Signatures on following Page]

Ryan Prestl

Mid-Ohio Regional Planning Commission
William Murdock
Executive Director
Date: _____

JadeTrack, Inc.
Printed Name: _Ryan Prestel_____
Title: _CEO_____
Date: _1/31/18_____

_____

PARTICIPANT
Printed Name: _____
Title: _____
Date: _____

MORPC Chief of Staff/
Director of Operations

_____

Shawn P. Hufstedler

The "SCOPE OF SERVICES" for the MORPC Program shall include all of the following:

Benchmarking Program Background

A key area of MORPC's work is addressing important regional issues affecting environmental sustainability and quality of life. Focus areas include air quality, energy, local food, water resources, trails, materials use, growth and planning. Currently, the 2017 – 2020 Regional Sustainability Agenda is the guiding document for MORPC's sustainability-focused programming and committees, and provides the framework for Participants to work toward common goals. Included is a goal to reduce per capita energy consumption and promote alternative fuel resources to further purposes consistent with section 501(c)(3) of the Code. The benchmarking program is being developed to encourage local communities to meet sustainability goals.

Scope of Work

MORPC has contracted with JadeTrack (CONSULTANT) to utilize commercially available user-friendly software, the SOFTWARE, to benchmark local government buildings and operations in Central Ohio. It is anticipated that achieving this goal will require data collection, reporting, outreach, customer service and analysis of energy, air quality, waste and water performance of properties. The intention of this initiative is to support local governments and other Participants to reduce energy consumption and related emissions in their buildings and transportation operations. Collectively, the services will be referred to as the "MORPC Program" from herein.

In delivering the MORPC Program, JadeTrack intends to leverage a benchmarking program with AEP Ohio, Columbia Gas of Ohio and other utilities, as applicable, to enhance the delivery of an advanced benchmarking program facilitated by MORPC. JadeTrack and MORPC are aligned in their objective to measure and manage sustainability metrics.

In order to demonstrate the impact created by energy conservation, efficiency and sustainability, JadeTrack will deliver technology and services in support of the MORPC Program. The primary scope of this PROJECT is energy, and will include additional measurements and metrics on water, waste, fleet or transportation and other metrics that may be trackable in the future. The JadeTrack platform is extensible to support future data gathering efforts and the benchmarking data produced by this program will identify opportunities for targeted efforts for energy conservation and sustainability.

The MORPC Program will be made available to sixty (60) participant organizations with the ability to monitor an unlimited amount of properties owned or controlled by the participant.

Provision Benchmarking and Reporting Tool

Benchmarking
JadeTrack will implement the MORPC Program via a cloud-based platform for automated and manual data collection via any modern web browser. The portal will allow for the collection of any available data, including current, historical, and multi-year values and metrics to be used in supporting analysis. See Appendix B for specific variables.

JadeTrack and MORPC will work with AEP Ohio, Columbia Gas of Ohio and other applicable utilities to source an automated feed of utility data directly, subject to the data security, technical, and contractual requirements of MORPC, AEP Ohio, Columbia Gas of Ohio, and other applicable utilities.

This effort will allow JadeTrack to access a copy of the monthly utility data for each Participant without the need for manual data collection. If data cannot be automatically sourced from the utility providers, JadeTrack can provide automated data collection at an additional charge. Manual data entry by the Participants is supported at no additional charge and training will be provided to Participants to ensure manual data will be uploaded as conveniently as practical.

JadeTrack and MORPC will explore the opportunity to incorporate GIS and other data visualization tools into the dashboard in order to more effectively convey information and results.

JadeTrack will provide a system which can support an unlimited number of buildings. Buildings which meet the ENERGY STAR requirements for scoring will be given a score expressed on a scale of 1 to 100. Buildings which do not meet the ENERGY STAR requirements for scoring will be evaluated as defined by MORPC and JadeTrack. ENERGY STAR scoring criteria is available via the following links:

- https://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/use-portfolio-manager/understand-metrics/eligibility%20-%20Property
- https://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/use-portfolio-manager/understand-metrics/eligibility%20-%20Property%20use
- https://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/use-portfolio-manager/understand-metrics/eligibility%20-%20Energy

Add-on Services
MORPC shall promote the adoption of approved Add-on Services (as defined in Appendix B) by Participants that further promote energy conservation and sustainability.

Reporting
Reporting in support of PROJECT goals for individual users will include the available standard reports, dashboards capable of tracking specific PROJECT goals, data which can be exported into a CSV file. Available standard reports, visualizations and capabilities to include, but not limited to:

- Automated Data
- Benchmarking with Portfolio Manager
- Dashboards
- Manual Data Collection
- Normalization Variables
- Data compared with time
- Real-time Monitoring (add-on feature)
- Energy Use Intensity
- Air Quality

To accomplish the provision of the benchmarking tool which is capable of the above functionality, JadeTrack will:

1. Review this scope with MORPC and other defined stakeholders;
2. Review assumptions with MORPC and other defined stakeholders;
3. Conduct research including *user* interviews;
4. Define usage scenarios;
5. Develop *user* profiles;
6. Establish specific goals;

7. Design the MORPC-branded interface including workflows and dashboards; and
8. Refine the tool as necessary to provide successful benchmarking capabilities and usefulness.

Training

Participants will be trained on how to use the benchmarking tools. At the launch of the program, all Participants will be invited to a live training. This training will be recorded for future use. Ongoing web-based training will be conducted quarterly.

Outcomes of the training will be to:

1. establish a baseline understanding of sustainability tracking and the specific variables that are selected;
2. demonstrate to local officials and Participants the benefits of utilizing benchmarking tools;
3. demonstrate successfully the benefits of participation;
4. ensure Participants understand how to use the tool; and
5. generate and interpret reports to support decision-making on capital projects, operations and maintenance programs to reduce energy consumption and cost savings.

Components of the Participant training are to include:

1. Logging into the JadeTrack portal
2. Main dashboard
   a. Summary metrics
   b. Cost and emission charts
   c. Regional views
   d. Disaggregation by institution
   e. Disaggregation by fuel source
3. Adding recycling data in bill capture
4. Dashboards page
   a. Organizational summary
   b. Cost by period
   c. Location roll-up
5. Reports
   a. Comparison report
   b. Consumption report
6. Accounts unable to be automated
7. Basic electric bill charge breakdown

Ongoing Support, Reporting and Capabilities

In an ongoing effort to assist communities in taking advantage of the information collected and the services provided, JadeTrack will:

1. provide support to local governments on data collected to monitor, troubleshoot and recommend opportunities to maximize performance;
2. identify potential areas for capital improvements and recommendations for next steps;
3. monitor the effectiveness of efficiency projects implemented over time;
4. report progress in accomplishing PROJECT objectives; and

5. supply the ability to leverage data for recognition initiatives (i.e. competitions to compare similar communities for reducing energy consumption) and local planning efforts to meet community sustainability goals.

Program Delivery

Key points of program delivery will include:

Soft Launch
November 2017

Official Launch
1st quarter 2018

Customer Support and Satisfaction

MORPC and its Participants will have access to a JadeTrack Program Manager to help answer questions and support the technology. MORPC and its Participants will have the ability to submit questions and requests for assistance within the MORPC Portal. Support will be available 9am-4pm Monday-Friday EST via a toll-free number. All calls can be recorded for quality assurance.

The program team will meet quarterly to review progress, discuss success and challenges and refine the program strategy. This process will allow JadeTrack and MORPC to constantly evolve the program to meet the needs of the Participants.

Data Transfer

JadeTrack will coordinate with appropriate resources to establish secure and automated data transfer processes to facilitate benchmarking.

Data Security

JadeTrack uses, and will use for the full term of this Agreement, the then latest network security and infrastructure to protect data against the most sophisticated electronic attacks. Using industry proven techniques and best practices, JadeTrack has implemented and will implement all commercially reasonable measures to ensure that data remains secure. JadeTrack represents and warrants that no personally identifiable information ("PII") of Authorized Users or any trade secrets of MORPC, Participants, or any third party will be collected by JadeTrack as part of the MORPC Program. The Parties hereby recognize that JadeTrack does not have a privacy policy, and therefore, any privacy policy subsequently adopted by JadeTrack shall not apply unless the Parties modify this Agreement pursuant to Section 6.

Quality Assurance

See JadeTrack Support SLA below.

JadeTrack Support SLA

This document outlines the service level agreements implemented to deliver the best customer experience.

This information is intentionally stated in a very general way. If your organization requires further detail regarding any aspect of our support practices, please contact us at support@jadetrack.com or toll free at (844) 327-5233.

Severity Levels

- **Severity Level 1 (Critical):** Severe problem preventing customer from performing critical business functions.

- **Severity Level 2 (High):** Customer able to perform job function but performance of job function degraded or limited.
- **Severity Level 3 (Medium):** Customer performance of job function is largely unaffected.
- **Severity Level 4 (Request):** Minimal system impact, includes feature requests and other non critical questions.

Service Level Agreements

- **Severity Level 1:** Four local business hours; on a 8am – 5pm weekday basis
- **Severity Level 2:** Eight local business hours; on a 8am – 5pm weekday basis
- **Severity Level 3:** 12 local business hours; on a 8am – 5pm weekday basis
- **Severity Level 4:** 24 local business hours; on a 8am – 5pm weekday basis

Uptime

- **Platform Uptime:** Platform uptime of 99.9% or better on unplanned outages.

Maintenance Windows

- **Standard Maintenance Window:** JadeTrack has an established maintenance window for platform services from 8am – 10am EST every Sunday.
- **Extended Maintenance Window:** If JadeTrack requires additional time outside of or in addition to the standard maintenance window a notice will be sent to customers 3 days prior to maintenance.

Supported Browsers

We recognize that our users may have various Internet Browsers and Operating Systems. In order for our visitors to have the best possible experience with the JadeTrack platform, we have established the following supported and tested Desktop browsers.

- Google Chrome™ - Most recent stable version
- Mozilla® Firefox® - Most recent stable version
- Microsoft® Internet Explorer® - 10 & 11 and most recent stable version

All browsers must have JavaScript and Cookies enabled. Also please be advised that some third-party web browser plug-ins and extensions can interfere with the JadeTrack Portal. Because of this, we cannot guarantee support outside of the standard browser installation.

Data Points Collected as Part of Benchmarking Program

Survey Information (Collected at Entry)

1. Customer Info
   - Facility Name
   - Address
   - Primary Contact
   - Contact Title
   - Contact Phone
   - Contact Email
2. Facility Information
   - Year Built
   - Size (square feet)
   - Primary use type (i.e. k12 school, office, healthcare etc...)
   - Number of electric utility meters
   - Number of natural gas utility meters
   - Number of water utility meters
   - Number of employees
3. Utility Billing Organization
   - Current utility billing and spending tracking method
4. Building Automation
   - Building automation system (Y/N)
     - Manufacturer
   - Energy management system (Y/N)
     - Manufacturer
   - Date of last commissioning
   - Occupancy sensors controlling building lights (Y/N)
5. Existing Metering
   - Main electrical switchgear equipped with any type of monitor or meter (Y/N)
     - Make and model
   - Natural gas meter equipped with an AMR (Y/N)
     - Make and model

Monthly Collection

1. Average Monthly Temperature (°F) (Provided by JadeTrack)
2. Electricity Usage Information
   - 2.1. Included in MORPC Program if an AEP Ohio customer
     - Electricity consumed (kwh)
   - Manual Entry by Participant
     - Rate per kwh
     - Renewable content percentage of electricity purchased (from purchasing agreement)
3. Natural Gas Usage Information (Manual Entry by Participant)
   - Natural gas Consumed (Ccf)
   - Fixed Monthly Delivery Charge
   - Supply Cost (includes sales tax)

- Supply Charge Rate
4. Water Usage Information (Manual Entry by Participant)
    - Provider
    - Water usage (gallons)
    - Cost
5. Trash Service Information (Manual Entry by Participant)
    - Provider
    - Pounds of solid waste disposed of
    - Cost
6. Recycling Information (Manual Entry by Participant)
    - Provider
    - Pounds of recycled material
    - Cost
7. Fleet Information (Manual Entry by Participant)
    - Provider
    - Vehicle Class
    - Fuel Type
    - VMT
    - Fleet mileage broken down by vehicle class and fuel type
    - Drive alone? Y/N
8. EV Infrastructure Information (Manual Entry by Participant)
    - Provider
    - Electricity consumed
9. Air Quality Information (Manual Entry by Participant)
    - In development

Add-On Services

Add-on Services are hereby defined as services offered by JadeTrack which promote energy conservation and sustainability, but which are provided for an additional subscription fee in excess of the consideration paid to JadeTrack by MORPC. MORPC's promotion of Add-on Services exclusively furthers its charitable purposes under section 501(c)(3) of combatting community deterioration and lessening the burdens of government through energy conservation and sustainability efforts.

The initial list of approved Add-on Services, along with the applicable fee, include:

JadeTrack 2017 SOFTWARE Subscription Fees for MORPC Participants		
Real-Time Data Stream	$600 Annual Fee	Fee per meter, sensor, building automation system or other to stream real-time data.
Automated Utility Data Collection	$50 Annual Fee	Per account fee to automate utility bill data collection, not otherwise provided in an automated fashion (e.g. directly from AEP Ohio and/or Columbia Gas of Ohio). Includes line item data collection and digital (PDF) copy of the invoice, as available.

Add-on services are not required for participation in the PROJECT contemplated by this Agreement. MORPC or any Participants wishing to subscribe to Add-on Services must sign a separate sales

agreement with JadeTrack. Subscription fees will be set and collected by JadeTrack and are not included within the compensation paid by MORPC to JadeTrack described.

Additional types of Add-On Services may be offered without amendment to this contract, subject to MORPC's approval of such services as described above.

JadeTrack is leveraging an automated benchmarking program sponsored by AEP Ohio to facilitate the advanced benchmarking program for MORPC. Changes to the AEP-sponsored program could have material impact to the MORPC program.

Estimated Installation Costs (Standard Equipment)	
	Cost/Unit
Electric Meter	$430
Current Transducer (CT)	$150
Installation per Meter	$700

"Installation per Meter" fee is an estimated cost of installation. Gas and water metering is available but pricing widely varies and it could be misleading to estimate.

LETTER OF AUTHORIZATION

for the MORPC Benchmarking Program

I hereby authorize the Mid-Ohio Regional Planning Commission ("MORPC") and their subcontractor JadeTrack Inc., collectively the "MORPC Program" to act on my behalf for the purpose of obtaining information about my organization's historical and ongoing energy usage, in any form the utility(s) can make available, such as but no limited to bills, bill data, and interval data. I consent to the release so the MOPRC Program and my organization may evaluate energy usage patterns and provide assistance with energy efficiency programs.

This authorization in no way binds me to the purchase of any service or product from the MORPC Program and is to be used for the sole purpose previously stated.

By my signature below, I freely give the utility(s) permission to release the information as described and identified herein.

Organization Authorization

Organization Name:_____

Organization Mailing Address: _____

Contact Information:

Telephone_____Email Address_____

Representative's Name and Title_____

Representative's Signature:_____

Executed this _____ day of _____, 2017.

Consultant Information (please print):

Alex Burke   representing   JadeTrack Inc.
(Individual)   (Company)
Address: 1275 Kinnear Road, Columbus, Ohio 43212

Email Address: aburke@jadetrack.com_____ Phone Number: (844) 327-5233_____

Type of Data Requested:

___X__ Monthly billing history for the indicated accounts (most recent 36 months)

_____ Interval Historical Energy Usage Data for the indicated accounts

_____ Interval Ongoing Energy Usage Data for the indicated accounts

This authorization is valid for 365 days from the above date, unless otherwise indicated below.
I wish to have this authorization valid until_____(date)_____(initials).