

Data Exchange with Portfolio Manager Consumption Request & Agreement Terms & Conditions

1. Clark Public Utilities (“Clark”) maintains an online data exchange with Energy Star Portfolio Manager that allows Clark to upload, view, create, access and modify data for an existing customer’s account in the EPA Portfolio Manager database. By accepting the Terms and Conditions listed herein, you authorize Clark to release energy usage and billing data for all of your buildings in Clark County to the appropriate municipalities, state agencies, and federal agencies in compliance with RCW 19.27A.170, or other conservation-related efforts.
2. You represent that you are the building owner for these properties or his/her authorized agent.
3. Upon your request, 12 months of the most recent energy and cost data for your building(s) will be sent to the EPA Portfolio Manager database via electronic method. Energy data will be entered in kWh (kilowatt-hours) and will not include kW (Demand) or power factor penalties. Water data will be entered in cubic feet. Cost data will not include basic service charges, taxes or Green Lights charges. The data for each building will be uploaded under the meter name you choose. Building data for multiple tenants will *NOT* be delivered in a meter-by-meter breakdown. Multi-tenant building data will be uploaded to an aggregate meter created by the customer.
4. The energy usage data provided reflects the amount of energy usage billed by Clark. Actual energy usage may vary from billed energy usage. There are times when Clark may be unable to obtain an actual meter reading of energy usage and therefore will use an estimate based on energy usage history to bill the affected customer(s). Any variance between actual and estimated energy usage will be reconciled in a later billing period. After your initial data request is filled, Clark will automatically update the previous three months of meter data the following January, April, July and October by the 5th business day of the month.
5. Buildings serviced by Clark have accounts on a variety of monthly billing cycles. This may result in some accounts having incomplete energy usage and cost data for aggregation of the most recent billing period(s).
6. The ability to make requests will be terminated when building ownership changes or building management changes. You will notify Clark of any ownership transfers of properties covered by this Agreement.
7. The request is considered complete on behalf of Clark once data is transmitted from Clark to the EPA Portfolio Manager database. You understand that Clark is not responsible or liable for any data changes/manipulations made to the data after the data has been transferred.
8. Clark is providing the consumption and cost data in compliance with state law. You understand that Clark will not be held responsible/liable for any benchmarking or any unfavorable energy star rating of your buildings.
9. Clark will attempt to acknowledge receipt of each request in a timely manner, but will not be held responsible for delays. Requestor may find it necessary to contact Clark if the delay is more than 10 business days.
10. Clark reserves the right to modify or terminate this agreement at any time.
11. Clark reserves the right to temporarily restrict access to building data if additional information requested from building owner is not received in a timely manner.
12. Currently Clark does not charge any fee for this service, but reserves the right to charge fees in the future after notice is given to the building owner.
13. By authorizing the release of this data, Requestor acknowledges that he/she has validated the list of all active meters for which data will be transferred to EPA Portfolio Manager Database and on the associated forms.
14. Requestor is solely responsible for notifying Clark’s Portfolio Manager Inbox of the need to update their list of electrical addresses/meters associated with the building that are used to

- generate the consumption and cost data. Such updates may be triggered by, but are not limited to, events such as new construction, remodeling, or demolition of existing units/structures.
15. Per EPA's request, Clark will not perform any "weather normalization" of the provided data and will not report on Production Meters or any onsite generated electricity. Requestor will need to enter this information separately in the Portfolio Manager application to correctly identify and account for consumption associated with onsite generation.
 16. You agree to release, defend, and hold harmless Clark from any liability, claims, demands, damages or expenses resulting or arising from the release of this information or data pursuant to this authorization.
 17. These terms and conditions shall be governed and interpreted by the laws of the state of Washington. You agree that any action or claim arising out of or related to this Agreement shall be filed only in Clark County, Washington, and you consent and agree to submit to the exclusive jurisdiction of such courts over any action, suit or proceeding arising out of this Agreement.
 18. Clark makes no express or implied warranties with respect to this online data exchange with Energy Star Portfolio Manager. You expressly agree to use this service at your own risk.
 19. Clark makes every attempt to ensure the accuracy of cost data associated with the aggregated consumption. However, due to certain unusual billing situations, you understand that there is a possibility that actual cost data may vary from aggregated cost data.

By clicking on the '**I Agree to my provider's Terms of Use**' button on the Portfolio Manager website I hereby acknowledge: 1) I have read and agree to the above terms and conditions of this Agreement; 2) I am authorized as the building owner or his/her authorized agent to execute this Agreement; 3) I have the authority to authorize the release of the energy and cost data for this/these building(s); 4) I authorize Clark to automatically generate and upload energy usage and cost* data for this/these building(s) to the Environmental Protection Agency's Portfolio Manager Website; and 5) the information I have provided is true and correct.

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