

City of Seattle: Seattle City Light Portfolio Manager Consumption Request & Agreement



Terms and Conditions

1. Seattle City Light's online Automated Benchmarking Service allows Seattle City Light to upload, view, create, access and modify data in the EPA Portfolio Manager database. By accepting the Terms and Conditions listed herein, you authorize Seattle City Light to release energy usage and billing data for your building(s) to the appropriate municipalities, state agencies, and federal agencies in compliance with RCW 19.27A.170 and/or SMC 22.920, or other conservation-related efforts.
2. You understand that this request can only be submitted by the building owner or his/her authorized agent. You are the building owner or his/her authorized agent.
3. Upon request 24 months of the most recent aggregate energy and cost data will be automatically sent to the EPA Portfolio Manager database in aggregate form via electronic method. Energy data will be in kWh (kilowatt hours) and will not include kW (Demand) nor kVAR (Power Factor) charges. The aggregate data will be uploaded under the virtual meter name supplied to you by Seattle City Light. Building data will *NOT* be delivered in a meter by meter breakdown.
4. The energy usage data provided reflects the amount of energy usage billed by Seattle City Light. Actual energy usage may vary from billed energy usage. There are times when Seattle City Light 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 Seattle City Light will automatically update your meter data each quarter.
5. Buildings serviced by Seattle City Light may have a combination of accounts on both monthly and bimonthly billing cycles. This may result in some accounts having incomplete energy usage and cost data for aggregation of the most recent billing period(s). The best way to receive updated information is to make a monthly request via EPA Portfolio Manager for a new upload.
6. Ability to make requests will be terminated when building ownership changes or building management changes.
7. The request is considered complete on behalf of Seattle City Light once data is transmitted from Seattle City Light to the EPA Portfolio Manager database. Seattle City Light is not responsible and will not be held liable for any data changes/manipulations made to the data after the transfer.
8. Seattle City Light is providing the consumption and cost data in compliance with state (RCW) and local (SMC) law. Seattle City Light will not be held responsible/liable for the benchmarking nor an unfavorable energy star rating of the building.
9. Seattle City Light will attempt to respond to each request in a timely manner but will not be held responsible for transactional, electronic, or system failures. Requestor may find it necessary to resubmit request if delay is more than 48 hrs.
10. Seattle City Light reserves the right to modify or terminate this agreement at any time.
11. Seattle City Light 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 Seattle City Light 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 received and validated the list of all active meters for which data will be aggregated in the file transferred to EPA Portfolio Manager database.
14. Requestor is responsible for notifying the Seattle City Light Portfolio Manager Inbox/Hotline of the need to update the list of electrical accounts/meters associated with the building which are used to generate the aggregated consumption and cost data, due but not limited to events such as new construction, remodeling, or demolition of existing units/structures.
15. Per EPA's request, Seattle City Light will not perform any weather normalization of the data provided and will not report on Production Meters or any onsite generated electricity. Requestor will need to enter this information separately in Portfolio Manager application to correctly identify and account for consumption associated with onsite generation.
16. You and the customer agree to release and hold harmless Seattle City Light from any liability, claims, demands, causes of action, damages or expenses resulting from any release of information or data to the EPA for the energy performance benchmarking program pursuant to this authorization or the unauthorized use of this information or data by the EPA or other party.
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 these terms and conditions shall be filed only in King 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 these terms and conditions.

18. Seattle City Light makes no express or implied warranties with respect to this online Automated Benchmarking Service. You expressly agree to use this service at your sole risk.

Release

By clicking on the '**I Agree to my provider's Terms of Use**' button on the **Portfolio Manager website** I hereby acknowledge that:

- 1) I have read and agree to the above Terms and Conditions;
- 2) I am authorized as the building owner or his/her authorized agent to bind the building owner and the customer to these Terms and Conditions and submit this request to Seattle City Light to automatically generate and upload aggregated energy usage and cost* data for this building to the Environmental Protection Agency's Portfolio Manager Website; and
- 3) the information I have provided is true and correct.

**Seattle City Light makes every attempt to ensure the accuracy of cost data associated with the aggregated consumption. However, due to certain unusual billing situations, there is a possibility that actual cost data may vary from aggregated cost data.*