



## BUILDING ENERGY USE DATA AND PUBLIC DISCLOSURE PROGRAM DATA REQUEST FORM

This form is made available for authorized parties ("Applicant") to acquire the energy use data for a "covered building", under the Building Energy Use Data and Public Disclosure Program ("Program"), as defined within Title 20, Division 2, Chapter 4, Article 9, Sections 1680-1685 of the California Code of Regulations.

All definitions, terms and conditions of the Program are hereby incorporated into and made part of this form by reference.

All parties are bound to the data request practices and protocols of Plumas-Sierra Rural Electric Cooperative (PSREC) and will perform best efforts to comply with all specified data request requirements.

The Applicant must provide, at a minimum, the street address of the covered building for which energy usage data is being requested. If the covered building is known by the Applicant to include more than one: parcel, premise, address, structure, account, service and/or meter, the Applicant must provide as much detail about the building as is available to them at the time of the data request.

**Building Identification Number**

\* Required, if available from the CEC

**Type of Energy Usage Data Requested:**

**Electricity**

**Format of Energy Data Use Transmittal Will Be Via Portfolio Manager Spreadsheet**

(e-mail for delivery of data)

**Location(s) of Structures,  
with postal addresses  
of premises or parcels  
comprising the  
"covered building"**

Street Address


(use additional sheets, as necessary)

City


Zip Code


\* Required

**Owner Name(s)**


**Address**

(if different than above)

**Phone Number**


**e-mail**


\* Required

City

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Zip Code

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**Square Footage of  
Covered Building**

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(if > 50,000 square feet, Building's energy usage could be Disclosable and Applicant must identify # of customers (directly below), if there are no residential accounts in building)

**Number of Customers  
or Tenants**

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\* Required

Is Building required to Comply with AB802 Benchmarking and Public Disclosure Requirements? YES NO

**List of Building's:**

(if available)

Customers or

Tenants

(if different than Owner) (use additional sheets, as necessary)




**Account**

**Number(s)**


(use additional sheets, as necessary)



**List of Building's:**

(if available)

Meter  
Number(s)




(use additional sheets, as necessary)

Assessor's  
Parcel Nos.




(use additional sheets, as necessary)

I, the undersigned, do hereby attest, under penalty of perjury, that the information presented in this energy usage data request form is true and correct; was completed to the best of my abilities; and I am authorized as the building owner or the representative/agent of the building owner to request the energy usage data of the building referenced herein.

\_\_\_\_\_  
Applicant Signature

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

\_\_\_\_\_  
Date

*Return completed form and required documentation to PSREC Attn: Energy Star Portfolio Manager Request, 73233 State Route 70, Portola, CA 96122, billing@psrec.coop or by fax to 530-832-5761.*

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**DO NOT WRITE BELOW THE LINE - FOR PSREC ADMINISTRATION ONLY**

Check if Proof of Ownership Form is required.

Check if Proof of Ownership required documentation is attached.

Check if an executed copy of the Owner's Non-disclosure Agreement is required.

Check if an executed copy of the Owner's Non-disclosure Agreement is attached.

Check if Tenant Consent Form(s) for release of Energy Usage Data to Building Owner is required.

(may be required if Building is >50,000 square feet, with no Residential accounts and less than 3 customers)

Check if Tenant Consent Form(s) for release of Energy Usage Data to Building Owner is attached

I, the undersigned, do hereby attest, under penalty of perjury, that I have received this application for release of the energy usage data in the building referenced herein from the owner or the representative/agent of the building owner and any Utility-specified review/approval period will commence beginning on the date shown below. PSREC hereby agrees to provide best efforts to complete the review and any subsequent energy use data release to the owner in a timely manner, pursuant to to the Program's requirements.

\_\_\_\_\_  
PSREC Representative Recipient Signature

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

\_\_\_\_\_  
Date



73233 State Route 70 • Portola, CA 96122  
(800) 555-2207 • (530) 832-4261 • Fax (530) 832-5761  
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## **BUILDING ENERGY USE DATA AND PUBLIC DISCLOSURE PROGRAM PROOF OF OWNERSHIP FORM**

This form is made available to allow authorized parties ("Applicant" or "Owner") to participate in and acquire the energy use data for a "covered building", in compliance with the Building Energy Use Data and Public Disclosure Program ("Program"), as defined within Title 20, Division 2, Chapter 4, Article 9, Sections 1680-1685 of the California Code of Regulations.

All definitions, terms and conditions of the Program are hereby incorporated to and made part of this Proof of Ownership form by reference.

All parties are bound to the data request practices and protocols of Plumas-Sierra Rural Electric Cooperative ("PSREC") and will perform best efforts to comply with all specified data request and proof of ownership requirements.

The Owner must provide, at a minimum, the street address of the covered building or buildings for which energy usage data is being requested in the appropriate request form, of which this proof of ownership form must be attached.

PSREC shall accept copies of the following documentation as proof and verification of ownership by the Applicant:

- Title
- Deed
- County Tax Records

If Applicant is an agent or representative of Owner, the Applicant must present to PSREC:

1. Written authorization from the Owner who is referenced on any and all PSREC-approved, proof of ownership documentation referenced directly above that includes the list of all buildings that the Applicant can act on behalf of the Owner to comply with Program energy use benchmarking requirements; and
2. An appropriate picture identification of the Applicant.





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## **BUILDING ENERGY USE DATA AND PUBLIC DISCLOSURE PROGRAM CUSTOMER ENERGY DATA RELEASE FORM**

This form is made available to allow authorized parties (“Owner” or “Owner’s Agent/representative”, hereinafter referred to individually or collectively as “Owner”) to participate in and acquire the energy use data for a "covered building", in compliance with the Building Energy Use Data and Public Disclosure Program ("Program"), as defined within Title 20, Division 2, Chapter 4, Article 9, Sections 1680-1685 of the California Code of Regulations.

All definitions, terms and conditions of the Program are hereby incorporated to and made part of this Proof of Ownership form by reference.

All parties are bound to the data request practices and protocols of Plumas-Sierra Rural Electric Cooperative (“PSREC”) and will perform best efforts to comply with all specified energy usage data request requirements.


PSREC is required to provide aggregated historic energy use data for all accounts, meters and services in certain covered buildings. Such Customer-specific energy use data can be deemed proprietary and confidential.

The customer, tenant or occupant, hereinafter referred to individually or collectively as “Customer”, of any portion of a covered building (or buildings) for which energy usage data is being requested by the Owner to meet the Program compliance requirements has the right and discretion to release their specific energy use data to the Owner.





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## BUILDING ENERGY USE DATA AND PUBLIC DISCLOSURE PROGRAM PARTICIPATION AND NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT** ("Agreement") is made and entered into effective \_\_\_\_\_  
by and between Plumas-Sierra Rural Electric Cooperative or "PSREC" and \_\_\_\_\_  
\_\_\_\_\_ or "Owner", with its principal place of business at  
\_\_\_\_\_

**WHEREAS**, Owner is a participant in the California Energy Data and Usage Disclosure Program ("Program") being administered by the California Energy Commission, in coordination with and facilitated by "PSREC";

**WHEREAS**, certain buildings within PSREC's service territory are qualified as "covered buildings", as part of the Program and are owned and controlled by Owner, as demonstrated in PSREC's appropriate Proof of Ownership form;

**WHEREAS**, Owner acknowledges that energy usage data for any and all customers, occupants, or tenants, hereinafter referred to individually or collectively as ("Customers") of such buildings is confidential and proprietary.

**NOW, THEREFORE**, in consideration of the covenants hereinafter contained and intending to be mutually bound hereby, the parties agree as follows:

**1. Confidential Information.** Owner, its directors, officers, and employees shall not, without the express prior written consent of Customer, directly or indirectly disclose of any energy use data obtained from PSREC, that is hereinafter deemed to be "Confidential Information", in any manner whatsoever, in whole or in part, except to the Customer and to those of its directors, officers, and employees who (a) need to know Confidential Information for the limited purpose of participating in the Program, (b) are informed of the confidential nature of the Confidential Information, and (c) agree to be bound by the terms of this Agreement. Subject to the provisions of this Agreement, Owner may use Confidential Information solely for the purpose of participating in the Program.

**2. No Copying.** Any Confidential Information shall not be copied, reproduced, excerpted, or disclosed, in whole or in part, without the prior express written permission of PSREC or the Customers or, except in connection with the uses authorized in Paragraph (1) above.

**3. Remedies.** Owner expressly acknowledges and stipulates that PSREC and/or Customers will experience irreparable injury, and damages that are difficult to quantify, as a result of disclosure of Confidential Information in violation of this Agreement. Owner agrees that, in addition to any other remedies it may have in law or in equity to enforce the provisions of this Agreement, in the event that Owner or any of its representatives discloses any Confidential Information in violation of this Agreement, PSREC shall also have the right to require Owner to reimburse PSREC and/or Customer for costs incurred in enforcing the terms of this Agreement (including legal fees, legal costs, and the cost of an appraisal).

**4. Exceptions.** The obligations of non-disclosure regarding Confidential Information shall not be binding on Owner where such Information (a) is known or in the possession of Owner at the time of disclosure to Owner by PSREC; (b) is in the public domain; (c) becomes public knowledge through no fault of Owner; or (d) is required to be disclosed by court order or other governmental requirement, provided that Owner shall (i) immediately notify PSREC of the existence, terms and circumstances surrounding the order or requirement; (ii) claim the Confidential Information as confidential trade secret information exempt from disclosure; (iii) consult with PSREC on the advisability of taking legally available steps to resist or narrow the order or requirement; and (iv) fully cooperate with PSREC and use best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed.

**5. Disclaimer.** The Confidential Information is not an offer or promise regarding future pricing or usage patterns. PSREC makes no warranty, representation or guarantee regarding the accuracy, completeness, usefulness, or suitability of the Confidential Information. PSREC, its directors, officers, employees, and agents shall have no liability for any losses or claims resulting from the use of the Confidential Information.

**6. Term.** The obligations of non-disclosure hereunder shall be in effect for three (3) years from the effective date of this Agreement.

**7. Choice of Law.** This Agreement shall be construed and interpreted in accordance with and under the laws of the State of California, exclusive of those laws determined by application of California's choice of law principles. Venue in any action or proceeding shall be in the State of California. Owner agrees to submit to the personal jurisdiction of courts in the State of California.

**8. Entire Agreement.** The parties agree that there are no understandings, agreements, or representations, expressed or implied, related to the subject matter hereof, except as stated in this Agreement. This Agreement supersedes and merges all prior discussions and understandings, and constitutes the entire agreement among the parties. This Agreement, or any provision hereof, cannot be modified, waived, or amended except in a writing signed by all parties.



**IN WITNESS WHEREOF**, the parties have caused their duly authorized representatives to execute this Agreement effective the date first shown above.

Plumas-Sierra Rural Electric Cooperative

\_\_\_\_\_  
Corby Erwin, Member Services Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Owner Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title