

**Form of  
Customer Consent to Data Release  
for  
Utility Customers**

**Part I. – Background Information**

Please complete. Do not leave any items blank. If not applicable, write “N/A.”

\_\_\_\_\_, (“Customer”)  
(Name of Tenant)

Are you a business? \_\_\_\_\_ Yes \_\_\_\_\_ No

If the answer above is “No,” please proceed to complete your address below.  
If the answer above is “Yes,” please complete the following:

\_\_\_\_\_,  
(Your Role at this Business)

\_\_\_\_\_,  
(Service Street Address)

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (“Address”)  
(City) (State) (ZIP Code)

I, Customer, am an occupant of the commercial building at the above address (“Building”). I understand that the owner or operator (“Owner”) of this Building,

\_\_\_\_\_, \_\_\_\_\_  
(Name of Building Owner or Owner’s Representative) (Title)

is seeking to obtain energy efficiency ratings from the United States Environmental Protection Agency (“EPA”) that will follow from the results of certain data regarding energy and water consumption (“Data”) within the Building. Owner seeks to obtain and report this Data either by itself or by one of its authorized officers, employees, or agents acting on its behalf (each, a “Representative” and collectively, “Representatives”) via the EPA’s ENERGY STAR Portfolio Manager tool (“Portfolio Manager”). To accomplish this,

New Jersey-American Water, Inc. \_\_\_\_\_ (“Utility”)  
(Utility Name)

requires Customer’s consent before Utility will release Customer’s Data to Owner for Owner or its Representatives to enter and report such Data into Portfolio Manager. Customer’s signature on this Customer Consent to Data Release for Utility Customers (“Consent Agreement”) provides Utility with the authorization to release Customer’s Data to Owner and its Representatives so that it may be submitted in the aforementioned manner.

For additional information regarding benchmarking of commercial buildings through Portfolio Manager, please visit:

<https://www.energystar.gov/buildings/benchmark>

For additional information regarding New Jersey's benchmarking program, please visit:

<https://njcleanenergy.com/commercial-industrial/programs/cea-benchmarking>

## **Part II - Customer Consent and Authorization of Data Disclosure**

**A. Authorization** – Customer hereby consents, authorizes, and provides permission (“Authorization”) for the following:

- (i) Utility to release to Owner up to 24 months of historical water usage data at least once for the duration of this Consent Agreement;
- (ii) Utility to electronically transfer Data to Owner, Owner’s Representatives, and Portfolio Manager for the exclusive purpose of reporting, submitting, and uploading the Data into Portfolio Manager to assist in the benchmarking of the Building’s energy and water consumption;
- (iii) The New Jersey Board of Public Utilities (“Board” or “BPU”), Board staff (“Board Staff”), and BPU representatives to access and review Data submitted to Portfolio Manager only for the purpose of building benchmarking, identifying energy efficiency projects, and energy management; and
- (iv) Owner, its Representatives, and Utility to access Customer’s Data through Portfolio Manager.

**B. Term** – Customer’s Authorization shall commence on the Execution Date of this Consent Agreement and shall terminate on the earliest of:

- (i) the date on which Customer vacates the Address;
- (ii) the date on which Customer rescinds this Consent Agreement by submitting a written notice of rescission to Owner and to Utility; or
- (iii) the date on which the Owner sells or demolishes the Building.

## **Part III. – Customer Release**

Customer hereby declares that he/she/they are duly authorized to execute this Consent Agreement. Customer further certifies and affirms that Owner possesses the authority to act on Customer’s behalf to request, from time to time, the disclosure and transmission from Utility to Portfolio Manager of energy usage associated with Customer at the Address, with respect to the Authorization above.

Customer holds harmless and indemnifies Utility, the BPU, and BPU Staff from any liability, claims, demands, causes of action, damages, or expenses resulting from: (i) any release of information of data to EPA or to Owner for the national energy performance benchmarking program pursuant to this Consent

Agreement; (ii) the unauthorized use of this Data by EPA or Owner; and (iii) any actions EPA takes with respect to such Data.

Customer certifies that all information contained in this Consent Agreement is true, accurate, complete, and correct.

[Remainder of Page Left Blank; Signature Page Follows]

**IN WITNESS WHEREOF**, Customer has executed this Consent Agreement on the following date (the “Execution Date”):

\_\_\_\_\_  
Month                      Day                      Year

By: \_\_\_\_\_  
Customer Signature

Telephone Number (Home): \_\_\_\_\_

Telephone Number (Cell): \_\_\_\_\_

E-Mail: \_\_\_\_\_

Utility Account Number: \_\_\_\_\_

Instructions – Please send the completed form back to Owner at:

\_\_\_\_\_, \_\_\_\_\_  
(Name of Building Owner or Owner’s Representative)                      (Title)

Owner’s Address:

\_\_\_\_\_  
(City)                      (State)                      (ZIP Code)