



City of Kings Mountain

Kings Mountain SGS Portal Privacy, Information Security & Energy Usage Data Policy

Effective Date: 2-20-2013

This “Kings Mountain SGS Portal” is brought to you by The City of Kings Mountain (the “Site”). As used in the Policy, “we,” “our” and “us” refers to The City of Kings Mountain and our Service Providers. This Kings Mountain SGS Portal Privacy, Information Security & Energy Usage Data Policy (“Policy”) generally describes what Smart Meter Information we collect and Disclose (as defined below). By registering at or using the Site, you (as defined below) agree to this Policy (without change by you) on your own behalf and on behalf of everyone who now or later uses the location served by a Smart Meter. You or others might also be bound by this Policy under a tariff or other circumstances, including (but not limited to) any indicated in connection with installation, use or billing regarding a Smart Meter.

1. Relationship to Other Documents; Additional Definitions.

Relationship of Our Other Rules, Contracts and Policies.

Any updates and revisions as deemed necessary will be incorporate into this document.

Definitions. The following definitions also apply to this Policy:

- By “Aggregate Data” we mean Energy Data or PI from which personally identifying information has been removed such that, under applicable laws or in the ordinary course of business, (a) you reasonably cannot be identified, and (b) the Smart-Metered location or the appliances or devices in it reasonably cannot be identified as being yours. An example of Aggregate Data is data about total use of natural gas for all residences, or for all businesses in a geographic area. You acknowledge that Aggregate Data is not protected or private data and is not covered by the protections in this Policy.
- By “Energy Data” we mean: (i) information about usage of energy such as electricity, solar or wind power, natural gas, water and other energies or utilities that we may provide from time to time; (ii) other information referenced in this Policy that is obtained by us via the Smart Meter; and (iii) all information deriving from or added to the collected information. Energy Data also includes information (now or later) relating to installation, billing, maintenance or update of the Smart Meter. It also includes other information identified in this Policy as Energy Data. Energy Data does not include Aggregate Data.

- By “personal information” or “PI,” we mean, to the extent required by law and in the ordinary course of business, the following: information (1) that identifies you, (2) that relates to you in a way which reasonably would identify you or a device only used by you (like your computer, phone or tablet); (3) that we already have about you (e.g., for your utility account); or (4) that we collect on or through the Smart Meter or Site. PI does not include: (a) any of the foregoing information that is in public records or that is otherwise available to the general public; (b) Aggregate Data, or (c) Energy Data that doesn’t meet the definition of PI.
- By “Disclose” we mean all of this: using, accessing (or barring access), processing, fulfilling, disclosing, receiving, displaying, sharing, transmitting, transferring, storing, retaining, combining, investigating, verifying, proving, enforcing and otherwise dealing with, voluntarily or involuntarily, Smart Meter Information.
- By “Service Providers” we mean (collectively) third parties that provide services to us or help us perform (or perform for us) contracts or obligations, including subcontractors, agents, and other entities or individuals with whom we work from time to time, including but not limited to companies that install Smart Meters or provide management or other services relating to them. “Service Providers” also includes service providers to our Service Providers (i.e., third parties who provide services to them).
- By “Smart Meter,” we mean a device that is installed by us (or on our behalf) that uses software to measure utility services to a location (such as a residence or business) or to provide Energy Data. Unlike a traditional mechanical meter, some Smart Meters enable accounting for two-way flows of energy (like from a residence or business to us and us to the residence or business) and use two-way communications and controls.
- By “Smart Meter Information” or “SMI,” we mean Energy Data and PI.
- By “you”, we mean an individual or an entity (i.e., residential or commercial) who is shown on our records (as they change over time) as the customer who has an obligation to pay for, or a right to receive, utility services involving an installed Smart Meter (“Customer”), or any other user of this Site who is authorized to use the Site by us or by Customer. NO OTHER PERSONS ARE AUTHORIZED TO USE THIS SITE.

2. Information That You Affirmatively Provide To Us

When you visit the Site you may be asked to provide information in connection with particular things you request or do. To register for a Site account you will be asked to provide your name, Utility account number, e-mail address, last four digits of your social security or tax identification number, telephone number, fax number and agree to this Kings Mountain SGS Portal Policy. You will also create a user name and password which you agree to keep confidential.

3. Data That We Will Provide To Implement Your Smart Meter or That We Collect Automatically

3.1 Existing Account Information: In order to have a Smart Meter, you need a utility account with us. We collect personally identifying information for that account. We will provide some of that information to our Smart Meter Service Providers, such as for meter installation, processing Smart Meter data for us and for provision of this Site. Examples of account information that we will share are your name, address, utility account number, the services we provide to you, the meter number associated with your account, and your social security or tax identification number.

3.2 Energy Data and Site PI: Our Service Providers automatically collect Energy Data from the Smart Meter and the Site in order to support our Smart Meter services (including this Site), billing, engineering, and other operations. When you use the Site, certain information about you or your computer or other access device is also automatically collected. Here are some examples:

Automatically Collected Energy Data (all of this included in the definition of “Energy Data”)	Automatically Collected PI (all of this is included in the definition of “Personal Information”)
<p>We automatically collect this kind of Energy Data from the Smart Meter:</p> <ul style="list-style-type: none"> • Energy Data collected throughout each day including: <ul style="list-style-type: none"> ▪ Register data (such as the ongoing running total of your consumption, similar to your car’s odometer) ▪ Load Profile data (such as your consumption for a specific period of time, similar to miles driven per day or miles driven per hour) ▪ Event and alert data (such as power service event data for events like power failures, meter tampering, voltage levels and so on) ▪ Other data now or later available via the Smart Meter that we let you know about in or with your billing statement, your use of the Site, in a Utility newsletter or in another notice from us. • Any additional data now or later relevant to the existing or potential uses of Energy Data referenced in this Policy. 	<p>We automatically collect this data from Site visitors:</p> <ul style="list-style-type: none"> • Site attraction information such as pages visited, acts taken, access and server requests & completion status (e.g., file transferred to user or file not found); volume & nature of data requested or transferred, time spent on pages, search types, and dates & times of all or part of the above. • Site session information such as session ID #, language, your screen name, password and login. • Information about you or your access device (e.g., Internet Protocol (IP) address (temporary or otherwise), operating system and browser type/version.

Some of the above may be PI, but much of it does not personally identify you or otherwise fit the PI definition. We reserve the right to combine Energy Data or PI with other information (including PI) and to treat it as PI (or not) in accordance with applicable laws.

3.3 Cookies & Code; Storage Duration. On the Site, we use cookies or other tracking and data collection technologies (“**Code**”) to collect the above Site data. By “Code,” we mean information that is placed on your access device (for example, your computer), or accessed on your access device, to collect all or part of the above information or to store it.

BY USING THE SITE, YOU AGREE THAT CODE CAN BE PLACED BY US OR SERVICE PROVIDERS ON YOUR ACCESS DEVICES FOR THE USES DESCRIBED IN THIS POLICY OR AS IS OTHERWISE LAWFUL. When a use involves getting information from your device or browser, we try to do that only if your device allows it and only for the information that we are seeking. However, we do not control what information some devices actually provide or what technologies might actually do. We retain (directly or through our Service Providers) the data we learn by using the Code for as long as we deem to be necessary or advisable for our business (e.g., to provide or prove services) subject to applicable law and this Policy.

Your access device or device browser may give you the ability to disable or delete Code, or to notify you before Code is placed on your device. We encourage you to learn more about the particular options available per your access device or browser because your device or browser might not cover all types of existing or future Code. We provide no assurances that your device or browser (or their settings) will be effective or that they will not be circumvented by third parties.

3.4 Use of Automatically Collected SMI. Subject to applicable law, we (directly or through our Service Providers) generally may use SMI for these kinds of reasons and as otherwise allowed by law over time:

- to tell us what the capabilities of your access device are to help us make the Site work better on your device and to help us identify you as the person who is probably using the device (even though the SMI might not *directly* identify you),
- to help us identify the Smart Meter or the property (e.g., a residence or business) at which it is installed or appliances or devices in that property,
- to track Site usage behaviors over time, to make content improvements and to Disclose SMI to Service Providers to help us improve the Site for you, us or others;
- to make Disclosures described in No. 5 below, and
- to make use of the Energy Data, including for us and others.

Uses of Energy Data include but are not limited to the purposes listed in No. 5. Subject to applicable law, they also include uses intended to promote or potentially realize for us, any investors, customers or other constituencies, the promise of Smart Meters. For example, we may use Energy Data (to the extent we now or later have it) to:

- analyze it in order to optimize services, provide more accurate billing, restore power more quickly during outages and so on,
- provide for system, power grid, or operational needs (including but not limited to doing things like addressing outages and load balancing),
- provide new or required services,
- plan, implement, or evaluate demand response, energy or efficiency programs,
- contribute to the power grid (e.g., help develop or use software tools, devices and applications that become available as part of that infrastructure),
- interface with residential appliances and devices, electric cars or other vehicles (such as for transportation and electrical storage for the power grid),
- provide data for governmental, public policy and community efforts and research regarding issues potentially impacted by Energy Data (e.g., global warming, cyber-security, cost-effective energy and consumption, inter-operability and so on), and
- provide data for Site activities (like letting you see how much energy is left if you arranged for a certain amount of it).

To do any of the above, we may combine (or otherwise Disclose) PI with Energy Data and other information about your utility account and services in our good faith discretion, subject to applicable law.

4. Payments and Other Information You Provide to Third Party Websites; Links.

Generally. The Site may contain links to websites of third parties that we do not control (except for links to another site of ours, such as our main site for The City of Kings Mountain -- this Site is just for our Smart Meter activities). We provide the links merely for your information or convenience. When you choose to click on a link, you will leave the Site and this Policy will no longer apply. Instead, terms of use and privacy policies (if any) created by the third party website will apply, so do not use third party sites unless you agree with those rules and policies.

Payments. The Site might contain links directing you to locations that will allow you to make online payments for something (like paying your Utility bill, buying a Utility gift card, or prepaying utility service). If you click on such a link, it will lead you to a website operated by a third party with whom we have contracted to take your order and payment information. **If you agree that we may transmit PI to the third party to help it identify or authenticate you, and/or to assist it in taking or processing your order or payment information.** Our Site is not designed for payment information so do not attempt to enter it on our Site and do not send us communications containing it. The PI we will transfer depends upon what you want to do, e.g., to pay our bill, we would typically provide the third party with your Utility account number, name and the amount and date of your bill.

5. How We Disclose Personal Information or Other Smart Meter Information

In general, we Disclose SMI (Smart Meter Information, a term which includes Energy Data and/or PI) to operate our business as required or allowed by law and to fulfill our mission and goals as a utility. We have already described some SMI Disclosures (e.g., see Nos. 3 and 4 above), but we also Disclose it:

- **To provide and manage the Site and our business:** We may also disclose SMI to create, manage and bill your Smart Meter account, including combining with SMI your general account information. We may Disclose SMI to install and operate the Smart Meter, to provide the Site and its services and customer support, and otherwise to operate our business. We may also use SMI to attempt to prevent potentially illegal or harmful activities and to enforce our contracts and policies, including this Policy and the Terms of Use. For example, we (or our Service Providers) may (alone or with third parties such as credit reporting agencies, collection agencies and others) use SMI to analyze account behavior, detect and address anomalous activity, try and prevent abuse, to collect bills or otherwise enforce our legal rights or rights under any contract we have with you.
- **To communicate with you:** We may Disclose SMI to contact you or to respond to your requests of us from time to time. For example, we may contact you about your utility account or Energy Data or to help you and/or us (such as to suggest different rate or energy consumption plans, special programs, or generic or tailored energy management tips). Subject to applicable law, we may also use SMI to provide you with information about products or services of ours or others that we think you might be interested in (like an Energy Data gadget).
- **When authorized by you:** We may use and Disclose SMI when authorized by you.
- **For research purposes:** We may make subsequent or secondary uses of SMI, including information derived from it, such as for research, statistical, scientific, or educational purposes. We will generally try to do this with Aggregate Data, but may use SMI when we believe in good faith that it is reasonably necessary to do so.
- **For Smart Meter or grid purposes:** We may use and Disclose Energy Data for the purposes described in this Policy (for example, see No. 3). This information might now or later be robust enough to reveal particular activities in a building, or the use of particular appliances or devices (like using a toaster as opposed to the washing machine in a residence). Depending upon how “smart” those appliances and devices are, Energy Data might also include receipt or Disclosure of information from them. If appliances or devices (now or later) provide information we do not control or actually know about, we may, but are not required to, treat whatever that information might be as SMI under this Policy
- **To respond to third party requests or to try and prevent harm:** We may Disclose SMI involuntarily or voluntarily, in response to requests of governmental authorities other regulators, when required by law, in response to a subpoena or an administrative or court order, in connection with a lawsuit (even if we are not a party), to otherwise exercise legal rights of ours or our Service Providers, or when we believe in good faith that doing so will help to protect us or others for any reason (such as protection of an economic or property interest, physical safety, national security or something else). As an example of third parties we may try to protect (but without undertaking a duty), we may Disclose SMI to protect you, others in your household, participants in a smart grid or Service Providers.

We may disclose Energy Data for the same reasons except as prohibited by applicable law, including exceptions for emergencies. For example, some jurisdictions may require certain legal process (like a warrant) before we may respond to a request from law enforcement authorities for real-time Energy Data (if any). If we receive legal process (like a warrant or subpoena) for Energy Data we will try to give you notice of the request (except when we may not do so, such as for a grand jury subpoena) so that you or your legal counsel may contest it and provide us with a court order instructing us not to provide the Energy Data. You must do this within 7 days of the date we give you notice, as long as that date comes before the deadline set for our provision of the Energy Data. We may send our notice to the email or other address we have on file for you; you must provide the court order you obtain to our representative named in the “Contacting Us” section of this Policy. Without contacting you, you agree that we may

provide your name, address and other contact information to the person requesting the legal process so that they may serve their process on you directly (or otherwise contact you). At our option, you agree that we may (but are not required to, except as required by law) use the foregoing rights and procedures for legal process we receive regarding PI.

- **In unusual business transactions:** We may change our business. For example, we might explore or actually do something like a merger with another company, a sale any or all of our assets, a reorganization or other change in our business or structure (voluntarily or involuntarily, including but not limited doing so in a bankruptcy. In any of those or similar situations, we may allow examination by, share with, or transfer SMI to a third party (for example, a surviving company, a potential asset purchaser or a transferee) who may see or continue to use it under this Policy.

- **To Service Providers.** We may work with Service Providers to do things we may do. We may Disclose SMI to them and they may disclose SMI to us and their Service Providers, subject to applicable law. For example, we use SAIC Energy, Environment & Infrastructure LLC (or its, or our other, Service Providers) to provide this Site, to collect or access Site Data, to install the Smart Meter, to receive Energy Data from it and PI from us, and to process SMI for us so that we can send you your utility bill and provide Smart Meter-related services. These activities involve telecommunications and network Service Providers (like a gateway). We will use other Service Providers to allow you to make payments (such as to your utility account); if you attempt to access a Site link for that, you will be sent to a different website that is operated by a Service Provider. See No. 4 regarding PI that we may provide to such a payment Service Provider.

- **Storage.** Subject to applicable law, we will retain SMI for as long as we believe it is advisable or required, taking into account the purposes for it was collected, operation of our business, and protection of our interests. In general, we will probably use and disclose Energy Data for longer than PI. For example, Energy Data about your use of a residence might not be useful to you once you sell the house, but it should be useful to us because different Energy Data produced by subsequent owners may generate important information or trends.

Applicable law may impact our ability to do some of the above, but to the extent we may do so, we reserve all of our legal rights. We also reserve all rights to Disclose SMI for lawful purposes that are not listed above but that are not prohibited by law (as it changes over time): the above list is intended to illustrative -- we do not believe it is possible to predict or list all possible Disclosures.

6. What We Will Not Do With SMI.

As described in No. 5, there are many reasons we will disclose SMI. However and regardless of the foregoing, we will endeavor not to disclose PI or Energy Data:

- You might still see or receive marketing for third party products (such on the Site or in “stuffers” to our billing statement or other mailings from us or our Service Providers). However, those will come because we decided you might be interested in them and we (and our Service Providers) will have kept your SMI and used it ourselves to send them – we will not have given your SMI to third parties to do their own marketing to you.

7. Security

We take what we believe to be commercially reasonable administrative, technical and physical safeguards to protect SMI from unauthorized access, destruction, use, modification or disclosure. However, we do not guarantee security. If applicable law imposes any non-disclaimable duty on us about security, you agree that the standard used to measure our compliance with that duty will be willful misconduct.

You are part of security. You agree not to share your account credentials (like your user name, password or answers to challenge questions etc.) with anyone. If you do share them, the person you share with, and any person they share with, will be able to access your SMI. You assume all risks, for yourself and others in the building served by a Smart Meter, by sharing your credentials. You also agree that we may treat all use of your access credentials as a use authorized by you.

8. Your Consent to Electronic Notification of PI Breach Incidents

If your personal information (or other SMI) is compromised and a law requires us to tell you about it in writing, you agree that we may (a) post the notice on the Site and email you notice that we have done so, or (b) simply send you the notice by email. We may send the email to any email address that we have in our records for you, and you agree to maintain a functioning e-mail account.

9. Access to Energy Data; Requesting Access to or Correction of SMI; Identity Theft

You may access Energy Data that we make available by logging into your Site account. [For information about what that data is and when it can be accessed, see the Terms of Use.] Typically, Energy Data may not be corrected (for example, you may not change the amount of energy you used). Of course, billing errors and the like may be corrected through our ordinary business procedures.

You may correct eligible PI that we still have by mailing us at the address below in “Contacting Us.” Please include your return address, a daytime number for reaching you, and the name of specific records or data to which you seek correction, including dates where possible. We may ask for additional authentication or documentation and we reserve the right to turn you down if we are concerned. If we honor your request, we will make reasonable efforts to meet a qualifying request within a commercially reasonable time. When applicable law requires it, you may use the same procedure to request access to or deletion of eligible PI; except as prohibited by law; we reserve the right to charge you a fee for our expenses (including reasonable overhead).

Not all SMI is eligible for correction, access or disposal. We will determine what SMI is eligible in our good faith discretion, subject to applicable law. For example, we may retain (unaltered) any SMI that we relied upon, that we might need to enforce our rights, that we are required to or may lawfully retain (including without limitation PI to resolve disputes, troubleshoot problems, prevent fraud or the like), or that is commingled with other data such that it cannot readily be removed or suppressed at all or without disproportionate expense. You agree that when we delete PI, we may do so by removing the instructions that would allow us to find it but without actually taking it out of a database (until it is overwritten).

If you Move or Sell etc. If you move from or sell the property where a Smart Meter was installed (“Previous Location”), we may automatically terminate your Site account. You may re-register for a new Site account that is associated with any Smart Meter at your new location (assuming it is one of our meters and that you sign up for service at the new location). You will still be able to access Energy Data relevant to your usage at the Previous Location but not the usage of the new occupants

Identity Theft. If you believe that you are a victim of identity theft, you may be entitled by law to request information from us. You can do this by writing us at our address in “Contacting Us.” After we receive all the information we need to process your request, we will provide without charge, the information that we still have and that we are required by law to provide (without waiving any of our rights or defenses).

10. Amendments

Amendments reflecting changes in procedures and laws can be supplemented to this document.

11. Enforcement of Our Policy.

We have procedures for taking appropriate action against those who violate this Policy when they are required to follow it. For example, we might discipline an employee who willfully violates this Policy (subject to applicable law).

12. Contacting Us. We are The City of Kings Mountain and our mailing address for matters relating to this policy (as well as our contact person) is below. Use this address when sending a notice required under this Policy (such as for correction of PI or a request for information regarding Identity Theft). Please contact:

Name & Title: Holly Black
Director of Codes and Engineering Standards
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