

**Data Privacy
Guidelines for the City
of Milton**

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1. Purpose

Strong consumer Data privacy protections are essential to maintaining the trust of our customers. The City understands the importance of protecting the personal information it collects from the public. This policy is intended to help protect customer Data from unauthorized disclosure or breach of security. Customer information, Personally Identifiable Information, “Data” is collected and used to perform essential business functions such as operating and maintaining the system, managing outages, processing customer bills, credit and collections, conservation and usage management, etc. With the implementation of automated metering, even more detailed customer Data is now being collected. Milton is committed to protecting the security and privacy of all customer Data, and to conform to applicable laws and regulations, to keep this information private and secure.

2. Data Privacy Policy

2.1 Personally Identifiable Information

The City is committed to the protection of Personal Identifying Information or “Data” and to preventing its unauthorized use or disclosure. Information considered Data covered by this Policy is limited to a customer’s:

1. Names
2. Street addresses
3. Telephone numbers
4. Email addresses
5. Social Security or Unified Business Identifier (UBI) numbers
6. Account numbers (Named Utility account numbers, credit card numbers, bank account numbers)
7. Account balances
8. Any information received during the identity and customer credit worthiness process
9. Identity information provided on a driver’s license, passport, etc.
10. Meter interval/electricity use Data for less than a billing cycle.

2.2 Primary vs. Secondary Purpose

When customer Data is released to a contractor, subcontractor or other third party, the purpose of the release of the Data may be for either a “Primary” or “Secondary” purpose, as follows:

Primary Purpose – When Data is released for the purpose of performing essential business functions, such as billing or bill presentment, maintenance, and management functions including legal, audit, and

collection services, energy efficiency program validation or administration (such as provision of energy efficiency information to BPA), customer surveys and other essential business functions, it is deemed to be for a “Primary Purpose.” When Data is released to a third party under contract to the City to provide services that serve a Primary Purpose, the third party shall be bound to comply with all applicable state and federal laws and by this Policy, and shall be prohibited from further disclosing or selling any private or proprietary customer information obtained from the City to a party that is not the City and not a party to the contract with the City.

Secondary Purpose – When Data is released for the purpose of marketing services or product offerings that the customer does not already subscribe to, it is deemed to be for a Secondary Purpose. Data released for a Secondary Purpose requires affirmative customer consent. Requests for customer Data used for Secondary Purposes might come from a customer asking for their Data to be shared directly to a third party vendor, from a vendor asking for customer Data for marketing purposes.

Notwithstanding the foregoing, nothing in this Policy is intended to prohibit or prevent the City from inserting any marketing information into the retail electric customer's billing package.

2.3 Affirmative Customer Consent – Release of Data for Secondary Purpose

Prior to releasing customer Data for a Secondary Purpose, the customer’s prior permission or Affirmative Consent must be obtained for each instance of release of Data, unless the customer has previously provided Affirmative Consent to release Data to the same third party. Customers who wish to authorize or direct the City to disclose their Data to a third party may do so by contacting the City.

The following is necessary to meet the requirements of Affirmative Consent, which can be provided in writing or electronically:

- The consent must include the date or time period for which the consent is granted.
- The consent must specify the party or parties the customer has authorized the release of their Data to, including any affiliates and third parties.
- The City must validate that the individual providing the consent matches the name, service address and account number of the customer of record in the City’s customer information system.
- A record for each instance the customer has given written or electronic consent must be maintained, following applicable records retention guidelines.

The attached “Customer Authorization to Release Information” may be use to obtain consent from a customer for the release of Data, but Affirmative Consent may be provided in writing or electronically if it reasonably identifies information.

Customers who have given Affirmative Consent also have the right to retract consent at any time, but only for release of Data from the time of retraction forward.

2.4 Aggregated Data

Aggregated Data is Data that is considered sufficiently consolidated so that any individual customer cannot reasonably be identified. The City will generally follow a 15/15 rule, which means that aggregated Data must include the Data of at least 15 customers, and that no single customer included in

the sample comprises more than 15% of the total load in the aggregated Data set. Any Data must be removed from the aggregated Data before release.

Affirmative Consent is not required when releasing aggregated Data that meets this definition.

2.5 Disclosure of Data to Contractors and Subcontractors

As an electric utility, the City may engage contractors to provide services in support of primary and secondary business functions as noted above. In accordance with RCW 19.29A.100(5), the City will require its contractors who will receive Data to sign a Confidentiality and Non-Disclosure Agreement including an agreement to be bound by this Policy. Further, the City's contractors are responsible for assuring that any a subcontractor or other third party they engage to provide services in support of their contract with the City is in compliance with this Policy. Any breach of this agreement by any contractor may subject the contractor to potential remedies available to the City or to the customer, including under the state's Consumer Protection Act.

2.6 Release of Data for Primary Purpose

The City Clerk or an employee designated by the Clerk will review and approve any proposed or requested disclosure of Data to a third party contractor to determine if disclosing the Data to the contractor or subcontractor is necessary to meet a business objective that is a Primary Purpose and complies with this Policy. An approval only needs to be obtained the first time the City contracts with that entity. Subsequent requests are only required if additional types of Data will be provided to the contractor.

2.7 Release of Data for Secondary Purpose

The Clerk must obtain completed Customer Authorization to Release Information forms from each customer whose Data will be shared for a Secondary Purpose. Copies of the forms shall be retained by the City in accordance with RCW 19.29A.100 and its Record Retention Policy.

2.8 Disclosure of Data During Customer Transactions

The City considers security of Data a priority. Before releasing Data to a third party at the request of a customer, the City will take reasonable measures to verify the identity of the third party.

2.9 Disclosure of Data to Law Enforcement

The City will comply with RCW 42.56.235, which gives law enforcement authorities a mechanism to obtain records of individuals who are suspected of committing a crime. The law enforcement officer must complete a "Request for Inspection, Copying or Obtaining of Public Records by Law Enforcement Agencies" form before certain Data will be released to the requesting officer.

Customer information that is strictly protected from disclosure by law will not be released to law enforcement under the above process. In order for law enforcement to obtain this type of exemptible Data, a subpoena, warrant or other form of court order must be obtained by the requesting agency.

All requests for Data by law enforcement should be processed through the City's Public Records Officer.

3. Breaches

In accordance with RCW 42.56.590, utilities are required to disclose any breach of personal information to their customers whose Data was breached. Customer's personal information is defined above in the Personal Identifiable Information definition. This notice will be provided as soon as possible after the City discovers or is notified of the breach.

Notice may be provided by one of the following methods:

- (a) Written notice;
- (b) Electronic notice; or
- (c) Substitute notice when the cost of providing notice would exceed two hundred fifty thousand dollars or the City does not have sufficient contact information. Substitute notice shall consist of all of:
 - (i) Email notice when the City has an email address for the subject persons;
 - (ii) Conspicuous posting of the notice on the City's web site page; and
 - (iii) Notification to media in King and Pierce Counties.

The notice must:

- (a) be written in plain language; and
- (b) include, at least, the following information:
 - (i) The name and contact information of the City;
 - (ii) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach;
 - (iii) The toll-free telephone numbers and addresses of the major credit reporting agencies if the breach exposed personal information.

4. Investigation and Resolution of Complaints

Any requests for or disputes relating to, access, correction, or other matters involving a customer's Data or potential or suspected violation of this policy by the City or a vendor under contract to the City should be directed to the City as follows: City Clerk, 1000 Laurel Street, Milton, Washington. The City will investigate the complaint and, when the results are determined, work with the complainant to communicate its findings and resolve the complaint. The complainant may appeal the findings of the investigation to the City Council for further review and resolution. If the investigation or review of the complaint finds a possible breach of this policy by a third party, the City will work with the customer in an effort to resolve the complaint; provided, nothing in this Policy is intended to require a customer to request that the City investigate an improper release or use of Data by a third party prior to exercising any applicable legal remedies against the third party.

5. Addenda

Addendum 1: Non-Disclosure Agreement Checklist

The City Clerk or designee shall complete a review of this checklist prior to the release of customer Data as part of a vendor agreement under which the City will release Data to the vendor. The following customer/vendor/employee information will be shared with <Vendor Name> (check all that apply):

1. _____ Names
2. _____ Street addresses
3. _____ Telephone numbers
4. _____ Email addresses
5. _____ Social Security or Unified Business Identifier (UBI) numbers
6. _____ Account numbers (Named Utility account numbers, credit card numbers, bank account numbers)
7. _____ Account balances
8. _____ Any information received during the identity and customer credit worthiness process
9. _____ Identity information provided on a driver's license, passport, etc.
10. _____ Meter interval/electricity use Data.

I have reviewed the information and Data sharing request and believe that the Data identified above is that which is minimally necessary to accomplish the business objective, and that the Data is being used for a primary purpose. A non-disclosure agreement is required with the contract.

By _____ / _____

Title _____

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

Contract # _____

Date: _____

This Confidentiality Agreement (“Agreement”) is by and between the City of Milton, a municipal corporation operating under RCW 35A of the Revised Code of Washington, and _____ (“Contractor”).

For purposes of this Agreement, “Confidential Information” shall include the City customer, employee, or vendor information, all technical and business information or material that has or could have commercial value or other interest in the business or prospective business of the City, and all information and material provided by the City which is not an open public record subject to disclosure under the Washington Public Records Act. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the interests of the City or its customers, whether or not such information is identified as Confidential Information.

For purposes of this Agreement, “Contractor” shall include all employees, consultants, advisors and subcontractors of Contractor (“its Representatives”).

Contractor hereby agrees as follows:

1. Contractor and its Representatives shall use the Confidential Information solely for the purposes directly related to the business set forth in Contractor’s agreement with the City and shall not in any way use the Confidential Information to the detriment of the City. Nothing in this Agreement shall be construed as granting any rights to Contractor, by license or otherwise, to any the City Confidential Information.

Contractor agrees to obtain and utilize such Confidential Information provided by the City solely for the purposes described above, and to otherwise hold such information confidential pursuant to the terms of this Agreement.

2. In the event third parties attempt to obtain the Confidential Information by legal process, the Contractor agrees that it will not release or disclose any Confidential Information until the City has notice of the legal process and has been given reasonable opportunity to contest such release of information and/or to assert the confidentiality privilege.

3. Upon demand by the City, all information, including written notes, photographs, memoranda, or notes taken by Contractor that is Confidential Information shall be returned to the City.

4. Confidential Information shall not be disclosed to any third party without prior written consent of the City.

5. It is understood that Contractor shall have no obligation with respect to any information known by it or generally known within the industry prior to the date of this Agreement, or become common knowledge with the industry thereafter.

6. Contractor acknowledges that any disclosure of Confidential Information will cause irreparable harm to the City, and agrees to exercise the highest degree of care in safeguarding Confidential Information against loss, theft, or other inadvertent disclosure and agrees generally to take all steps necessary to ensure the maintenance of confidentiality including obligating any of its Representatives who receive Confidential Information to covenants of confidentiality.

7. The obligation set forth in this Agreement will continue for as long as Contractor possesses Confidential Information. If Contractor fails to abide by this Agreement, the City will be entitled to specific performance, including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages caused by the Contractor's breach, and to any other remedies provided by applicable law. Any breach of this Agreement shall constitute a default in performance by Contractor in any contract between the City and Contractor. If any suit or action is filed by the City to enforce this Agreement, or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in the preparation or in prosecution or defense of such suit or action as affixed by the trial court, and if any appeal is taken from the decision of the trial court, reasonable attorney fees as affixed by the appellate court. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

City of Milton

Dated: _____

Consultant

Dated: _____

[Addendum 3: Customer Authorization to Release Information \(Customer Facing\)](#)

By signing this form, I expressly authorize the City of Milton to release the personally identifying information (Data) listed below to a third party.

Customer Information:

Account Number: _____

Name on Account: _____

Service Address: _____

Phone Number: _____

Email Address: _____ (if applicable)

I authorize the release of my customer Data as follows:

The type of Data to be released (i.e. usage or payment history, payment etc.) and the period in which the Data covers (e.g. from January, 2016 through December, 2016) is further described below:

Name of Recipient/Business: _____

Address: _____

Phone Number: _____

Manner in which Data should be provided (mail, email, pick up): _____

Date(s) in which this release is in effect: _____

This Data release is at the request of, and on behalf of the City of Milton customer listed above, and as such, the I agree to release and hold harmless City from any liability, claims, demands, causes of action, damages or expenses resulting from: 1) any release of information to the recipient noted above; 2) the unauthorized use of this information or Data; and 3) from any actions taken by the recipient with respect to such information or Data.

Account Holder Signature: _____ Date: _____

Addendum 4: Appeals Process

Complaint Investigation Process A customer has the right to request that the City investigate the potential release of their information.

A Customer shall utilize the following steps to initiate the investigation process:

1. The City must receive a customer's written request by personal delivery, email or mail. It should be directed to the City Clerk.
2. The request must contain a short, plain statement of potential Data released, the reasons the customer believes that the City or its vendor may be the cause of the release, the action requested by the customer, any other information the customer deems pertinent to the investigation, and the appropriate customer contact information for purposes of questions about and communication of the results of the investigation.
3. Upon receipt of the request, the customer will be contacted by the City within five business days and an informal conference will be scheduled.
4. The City will investigate and inform the customer of their findings and report back their findings to the customer of the investigation.
5. If the investigation is resolved to the satisfaction of the customer, the process is concluded.
6. If the situation remains unresolved, the customer may appeal the results of the investigation to the City Council.

Addendum 5: The Protection of Customer Data & Privacy

Our Customer Rights Statement shares our guiding principles for how we operate and conduct our business related to the security, privacy, and use of customer data, and matters of customer choice. Consumer trust is essential to the success of new technologies, and protecting the privacy of customer Data is one crucial component of strengthening this trust.

The City of Milton collects and uses customer Data to perform essential business operations such as operating and maintaining the system, managing outages and processing customer bills. In using this Data, the City will conform to applicable laws and regulations intended to keep this information private and secure. Moreover, the City recognizes its responsibilities may appropriately extend beyond these laws and regulations and as such has developed this Customer Rights Statement.

The City's customers have the right to:

- Privacy
 - We will never sell our customer's information. We only share customer information with third parties in order to conduct essential business functions (such as bill processing services). Our vendors are held accountable to the same standards regarding customer information shared with them.
 - We only share or disclose customer information with the public in compliance with local, state, and federal laws. As a public entity, we will seek to protect the privacy of our customers' personal information in complying with public records requests.
 - We are committed to a fair resolution of privacy concerns. We provide our customers with an investigation and appeal process that allows them to resolve concerns regarding the release of their information.
- Data Security & Integrity
 - We only capture Data required to conduct our business and retain it only as needed.
 - We design security into every Data collection, access and transfer point.
 - We will not transmit personally identifiable information over our Advanced Metering Infrastructure network.
 - We implement measures to protect against a loss, misuse, and alteration of the information we control.
 - We ensure delivery of an accurate bill and/or timely response if an error is discovered.
- Transparency
 - We conduct business in an open, transparent manner where our privacy policies and decisions are available to the public.
 - We provide information to our customers about all aspects of their account.
- Customer Choice
 - The City does not currently have a time-of-use pricing program in place. In the event a time-of-use pricing program is considered, development of such a program will be conducted through an open, public process.
 - We will not implement a Home Area Network that enables customers to monitor and control their own appliances without prior written consent.
 - We are confident in the advanced meter technology that we have deployed: however, customers may opt-out of our advanced meters. Fees are established to offset the cost of meter replacement and manual reads.

**REQUEST FOR INSPECTION, COPYING OR OBTAINING PUBLIC RECORDS
BY LAW ENFORCEMENT AGENCIES**

The City is governed by Title 54 of the Revised Code of Washington, and is subject to Washington state laws pertaining to the release of public records. This document is provided to allow law enforcement agencies to obtain disclosure of public records in accordance with the City of Milton Data Privacy Guidelines and the Washington Public Records Act. Authorized law enforcement representatives are required to provide proper identification and sign this form acknowledging the records being requested are being obtained pursuant to the requirements of the Washington Public Records Act.

For further information, please contact the City Clerk

Date of Request:	_____
Requestor's Name:	_____
Representing Agency:	_____
Identification provided:	_____
Specific Document/Information requested:	_____ _____ _____
Legal Process Requirements:	The following types of records, or portions thereof, will require a signed warrant and/or subpoena for processing: <i>customer records containing banking information, including routing numbers, social security numbers, and credit card numbers. (This list may not be all inclusive.)</i>
Requestor must review and sign prior to document/information being provided:	<i>This request for customer information from Milton is being made pursuant to the Washington Public Records Act. Upon signing this statement, the requestor acknowledges that the above information is being requested because they suspect that a particular person to whom the records pertain has committed a crime. The requestor further states that there is reasonable belief that the records being requested could determine or help determine whether their suspicion might be true.</i>
	_____ (signature of requestor)

For Internal Use:

___	Request approved
___	Date information provided
___	Other pertinent information _____.

Signature of Public Records Officer: _____
(A copy of this request and all records provided must be retained in the City's Public Information Request files)

[Addendum 7: Summary of Disclosure of Customer Data – Public and Law Enforcement Records Requests \(Internal Reference Document\)](#)

Disclosure of Customer Data - Public Records Requests and Law Enforcement Records Requests

Information Requested	Is Information Released Based on Method Used to Request (yes/no)?			If "No," Governing law/policy
	General Public Records	Law Enforcement (requires written request ⁵)	Law Enforcement Warrant or Court Order (all FACTA Data)	
Name	No ¹	Yes	Yes	RCW 42.56.330 - Public Utilities and Transportation
Address	Yes/No ²	Yes	Yes	RCW 42.56.330 - Public Utilities and Transportation
Mailing Address	No ³	Yes	Yes	
Telephone Number	No	Yes	Yes	RCW 42.56.330 - Public Utilities and Transportation
Social Security Number	No	No	Yes	42 USC 405
Usage Information - billing period	Yes	Yes	Yes	
Usage Information < billing period	No	No ⁶	Yes	RCW 42.56.330 - Public Utilities and Transportation
Email Addresses	No	Yes	Yes	RCW 42.56.330 - Public Utilities and Transportation
Bank Account/Credit Card Numbers	No	No	Yes	FACTA-Patriot Act
Payment information (am't, when pd)	No	Yes	Yes	RCW 42.56.230 - Personal Information Exemptions
Account payment history	No	Yes	Yes	RCW 42.56.230 - Personal Information Exemptions
Type of payment (credit card, cash)	No	Yes	Yes	RCW 42.56.230 - Personal Information Exemptions
Billing statements	No	Yes	Yes	RCW 42.56.230 - Personal Information Exemptions
Customer account notes	Yes/No ⁴	Yes	Yes	RCW 42.56.230 - Personal Information Exemptions
Driver's License	No	Yes	Yes	RCW 42.56.230 - Personal Information Exemptions

¹ When requesting the name of a person at an address, the address is exemptible, therefore the name becomes exemptible

² No, unless the address is provided in conjunction with a request for usage information

³ RCW 42.56.330 exempts "addresses", and each utility should discuss with their legal counsel if they want to apply this exemption when dealing with "mailing addresses."

⁴ Depends on the content of the note, and if it contains exemptible information

⁵ Written request and purpose must be in accordance with Law Enforcement statute RCW 42.56.335

⁶ Individual utility decision to release information to law enforcement that is less than the billed usage

This is intended to be guide only. Please consult with your legal council for interpretation of governing laws