



## Electric Service – South Dakota – Index

Section    Item \_\_\_\_\_

### 1.00            GENERAL SERVICE RULES

1.01	Scope of General Rules and Regulations
1.02	Application for Service
1.03	Deposits, Guarantees and Credit Policy
1.04	Customer Connection Charge
1.05	Contracts, Agreements and Sample Forms
1.06	N/A (section reserved for future use)
1.07	N/A (section reserved for future use)
1.08	N/A (section reserved for future use)
1.09	Customer Meter Data Privacy

### 2.00            RATE APPLICATION

2.01	Assisting Customers in Rate Selection
2.02	Service Classification

### 3.00            CURTAILMENT OR INTERRUPTION OF SERVICE

3.01	Disconnection of Service
3.02	Curtailment or Interruption of Service
3.03	N/A (section reserved for future use)
3.04	N/A (section reserved for future use)
3.05	Continuity of Service



**Section 1.09 CUSTOMER METER DATA PRIVACY**

N

**DEFINITIONS:**

N

**Authorization** is the written method approved by the Company by which a Customer consents to the Company’s release of the Customer’s Meter Data to a Third Party.

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N

**Meter Data** refers to data collected by the Company from a Customer’s Meter(s) that reflects the quantity, quality or timing of Customer’s electric usage or electric production.

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**Third Party** is an entity other than the Customer, the Company, or a Contracted Agent of the Company.

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**Customer** means for purposes of this Section 1.09 the retail Customer of record as determined by the Company’s business records and entities legally authorized to act on behalf of the Customer.

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**Contracted Agent** is an entity contracted by the Company to support the Company’s provision of regulated utility services.

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N

**COMPANY’S USE OF METER DATA**

N

1. The Company collects, uses, and maintains Meter Data in the ordinary course of business.
2. The Company will comply with applicable law in the use, collection, maintenance and disclosure of Meter Data.
3. The Company will retain Meter Data for as long as is reasonably necessary to meet its business needs and regulatory and compliance obligations. The Company will retain for a reasonable period of time records related to the disclosure of Meter Data to Third Parties.

N  
N  
N  
N  
N  
N  
N

**CUSTOMER ACCESS & AUTHORIZATION FOR RELEASE TO THIRD PARTIES**

N

1. If requested, the Company will, in a reasonable period of time, provide Customers their own Meter Data in the amount and level of detail maintained by the Company in the ordinary course of business, subject to charges authorized by the Commission.

N  
N  
N



- 2. Customers may authorize the Company to release their own Meter Data to Third Parties (“Third Party Designee”). The Company is not responsible for the Third Party Designee’s use of Meter Data. N  
N  
N
- 3. Customers may withdraw or limit prior Authorization(s) in the manner prescribed by the Company. N  
N
- 4. The Company will terminate within a reasonable period of time the Company’s provision of future Meter Data to a Third Party Designee in the case of: N  
N  
N  
N  
N
  - a. The Customer withdraws Authorization using the method prescribed by the Company. N  
N
  - b. As required by law. N
  - c. The Customer’s electric service is terminated. N

**DISCLOSURE OF METER DATA** N

- 1. General Standard – Customer Authorization Required. Except as otherwise described by this Section 1.09, the Company will keep confidential and not disclose Customer Meter Data to Third Parties without the Customer’s prior Authorization. N  
N  
N
- 2. Exceptions to Customer Authorization. The Company may disclose a Customer’s Meter Data without Authorization or prior notice in the following cases: N  
N  
N  
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N  
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N  
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N
  - a. The Company may provide Meter Data to its Contracted Agents. The Company will require any Contracted Agent having access to Customer Meter Data to hold such data in confidence consistent with Section 1.09. N  
N  
N
  - b. As required or authorized by law, including responding to court orders, subpoenas, warrants, and legal claims. N  
N
  - c. As required to respond to emergencies posing an imminent threat to life or property. N
  - d. In connection with referral of past due accounts for collection. N
  - e. In connection with the transfer of electrical service rights from the Company to another utility and business transactions such as a sale of assets, a merger, acquisition by another entity, and change of control transactions (all of which generally require the review and approval of the Commission). N  
N  
N
  - f. As necessary to operate the Company’s electric system or grid, including sharing data with Independent System Operators. N  
N
  - g. In connection with a Customer’s application to an energy assistance agency when the agency informs the Company it has secured the Customer’s Authorization for the release of Meter Data. N  
N  
N
  - h. As otherwise authorized or approved by the Commission. N



**AGGREGATED DATA**

N

The Company may release aggregated Meter Data of multiple customers when the Company has deemed the level of aggregation sufficient to ensure Customer anonymity and to prevent the re-identification of Customers by the recipient of the aggregated Meter Data.

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N

**NOTIFICATION OF UNAUTHORIZED METER DATA DISCLOSURES**

N

The Company will comply with applicable law to timely notify affected Customers of the release of Meter Data in violation of this policy. Where there is no applicable law, the Company will use reasonable efforts and commercially practical methods to timely notify affected Customers of the breach of this policy.

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N

**LIMITATION OF LIABILITY**

N

The Company and each of its directors, officers, employees and agents that disclose Meter Data in accordance with this policy shall not be liable or responsible for any claims or losses or damages whatsoever resulting from such disclosure, including but not limited to the inappropriate use of such information or subsequent disclosure by the recipient or other parties.

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N