

**KAUA'I ISLAND UTILITY COOPERATIVE
BOARD POLICY NO. 16
(Revised 02/21/2017)**

**ACCESS TO
COOPERATIVE INFORMATION**

I. PURPOSE OF POLICY:

To allow members of Kaua'i Island Utility Cooperative ("KIUC") ("Member" or "Members") to have access to as much information as possible about their Cooperative while at the same time establishing the procedures to be followed in allowing access to this information.

II. POLICY CONTENT:

A. Attendance at meetings of KIUC's Board of Directors.

1. Open Meetings. Subject to such reasonable rules and regulations as may be adopted by the Board of Directors, all meetings except Executive Sessions of the Board of Directors, as set in Section 2 below, and all meetings of the Members, shall be open to the public; provided, however, that the removal of any person who, in the sole discretion of the Chairman, willfully disrupts any such meeting so as to prevent or compromise the conduct of the meeting, shall not be prohibited.

2. Executive Sessions. The Board of Directors may hold Executive Sessions closed to the public upon an affirmative vote, taken at an open meeting, of a majority of the voting Directors present at a regularly called Board meeting where a quorum is present. Such Executive Sessions closed to the public shall be limited to matters specified below. The reason for holding such a meeting shall be publicly announced.

- a. Human Resource issues related to:
 - (1) Hiring, evaluating, dismissing or disciplining an officer or employee.
 - (2) Labor negotiations.
- b. Legal consultation, including issues pertaining to the powers, duties, privileges, immunities and liabilities of the Board of Directors.
- c. Matters related to the safety and security of KIUC.
- d. Matters of a proprietary or financial nature, public disclosure of which could affect ongoing or potential negotiations or legal or administrative proceedings.

3. Notice of Regular Meetings. The date, time and location of all Regular meetings of KIUC's Board of Directors to the Members shall be by posting of prominent signs at all Association locations where Association employees are permanently assigned and may be: (1) posted on KIUC's website, www.kiuc.coop, and/or (2) at such other places as appropriate and

feasible, and/or (3) published in a newspaper in general circulation on the Island of Kaua'i, all as far in advance of each meeting as is convenient.

4. Notice of Special Meetings. The date, time and location of all Special meetings of KIUC's Board of Directors to the Members will be posted on KIUC's website, www.kiuc.coop, and broadcast on radio if time allows, in advance of each meeting.

5. Posting of Minutes. Minutes of Board of Directors meetings will be posted on KIUC's website, www.kiuc.coop, as soon after the conclusion of the meetings as is convenient, with an indication as to whether such minutes have or have not been approved by the Board.

6. Posting of Agendas. The tentative Agenda for the next ensuing Board of Directors meeting will be posted on KIUC's website, www.kiuc.coop, as soon as convenient, but not later than five (5) days prior to Regular meetings, which Agenda will be updated as necessary prior to the meeting, and will be finalized just prior to accepting public testimony at such meeting.

7. Written Testimony Encouraged. The submission of written testimony is encouraged up to the conclusion of all Board of Directors meeting. Such testimony will be accepted with regard to any item whether or not on the Agenda, and for items on the Agenda of a particular Board meeting. All such testimony will be attached to the original of the minutes of the meeting.

8. Audio Recording. Audio recording of non Executive Sessions by properly credentialed members of the media shall be allowed unless otherwise prohibited by the Board. The Board of Directors will also arrange for audio recording of non Executive Sessions in order to have an official record of those meetings until the minutes of the meeting are approved. The audio recordings of each meeting shall be sealed and stored after the minutes are drafted until one week after the end of the month following the month in which the minutes are approved, at which time the recordings of a particular meeting shall be destroyed.

9. Photography and/or Video Reproduction Prohibited. No photography or video recording or other pictorial reproduction of meetings, other than by KIUC Staff, will be allowed without prior written approval of the Board of Directors.

10. Oral Testimony. One opportunity to present oral testimony will be given to persons desiring to give oral public testimony at a Board meeting. Such individuals shall register by adding their name to the Public Testimony sign in sheet. Oral testimony by anyone not so registered will not be allowed. No more than a total of sixty (60) minutes of oral testimony in the aggregate will be allowed for such testimony at any single Board meeting. Oral testimony by registered members of the public up to the maximum time allowed each such individual will be taken immediately following the Committee Reports agenda item for the meeting, in the order of registration. Testimony may be on any topic or topics relevant to KIUC, shall be limited to three (3) minutes in length, and shall be civil, and devoid of personal attacks, all as determined by the Chair. No individual will be allowed to testify more than once at any

Board meeting. The Chair shall set the maximum time for individuals to testify subject to suspension of this rule by the Board. The Chair may recognize a Member or member of the public at a different point in the agenda should it become necessary to conduct KIUC business..

11. Removal of Disruptive Individuals. Any person who, in the sole discretion of the Chairman, willfully disrupts any such meeting so as to prevent and compromise the conduct of the meeting, shall be removed from the meeting.

B. Attendance at meetings of KIUC Committees. Attendance at meetings of the various Standing and Ad Hoc Committees of KIUC and its Board by individuals other than the members of each such Committee shall be by invitation of the Committee Chair unless otherwise provided by regulations or policy of the Board.

C. Disclosure of written or electronically recorded information.

1. Member requests for copies of the following routine documents or publications of KIUC shall be provided to the requesting party in return for the advance payment of a non-refundable deposit of some or all of the estimated charges, and such requests need not be accompanied by a completed Request for Information form:

- a. rate schedules;
- b. rules and regulations;
- c. Articles or restated Articles of Incorporation and all amendments to them currently in effect;
- d. Bylaws or restated Bylaws and all amendments to them currently in effect;
- e. Policies, Resolutions and Actions by Unanimous Consent adopted by KIUC's Board of Directors;
- f. minutes of all non-Executive Session meetings of KIUC's Board of Directors for the past three years;
- g. minutes of all meetings of KIUC Members for the past three years;
- h. records of all actions approved by the Members for the past three years;
- i. annual financial statements for KIUC's past three fiscal years, including a balance sheet as of the end of the fiscal year, a statement of operations for the fiscal year and the relevant public accountant's report thereon;
- j. a list of the names and business or home addresses of KIUC's current directors and officers;
- k. KIUC's most recent annual report filed with the Department of Commerce and Consumer Affairs; and
- l. KIUC's IRS Form 990 for the last three (3) years.

Copies of these documents will be available for review prior to a member having to provide an advance payment.

2. All Member requests for documents or publications which are not classified as routine shall be disclosed only upon the showing the requester has a proper purpose for review or production of the requested documents, and when the request is accompanied by a

Request for Information form, a copy of which is attached hereto, which form must be completed and signed by the requester. The completed form shall be submitted to the Chief Executive Officer, or his designee, who shall determine if the request is being made for a proper purpose. The following types of requests, without limitation, may be requested using the Request for Information form:

- a. Provided the Member executes a Confidentiality Agreement in the form attached hereto, a list of all KIUC Members dated no earlier than the date of the request, including the Members' names and addresses in alphabetical order, or excerpt or excerpts from such a list. If the purpose of such request is to: 1) allow a candidate properly nominated for election to the KIUC Board of Directors to solicit the votes of KIUC Members, or to 2) obtain signatures on a written notice of a Special Meeting of the Members called for a proper purpose or purposes as provided in Article II, Section 2 of the KIUC Bylaws, or to 3) obtain signatures on a petition for Member approval of certain actions as provided in Article II, Section 6 of the KIUC Bylaws, such shall be deemed proper purposes and the list may be provided printed on mailing labels and sorted in any manner reasonably allowed by the software in use by KIUC to maintain said list, e.g. by zip code.
 - b. Public information provided to any regulatory authority including, but not limited to, the Hawaii Public Utilities Commission (PUC), the Federal Energy Regulatory Commission (FERC) and/or the Internal Revenue Service (IRS).
 - c. KIUC Accounting Records.
3. In general, a "proper purpose" for inspecting a corporation's books and records includes but is not limited to those purposes that are:
- a. Reasonably related and germane to a person's interest as a Member, proper and lawful, and made in good faith;
 - b. Not adverse, inimical, or hostile to KIUC;
 - c. Not intended to gratify curiosity or for a speculative purpose;
 - d. Not intended to harass, annoy, or embarrass KIUC;
 - e. Not in aid of a competitor;
 - f. Intended to determine whether KIUC's business has been properly conducted;
 - g. Intended to communicate with other members for cooperative purposes;
 - h. Intended to determine KIUC's financial condition; and
 - i. Not related to actual or potential litigation.
4. Requests which are not determined to be for a proper purpose shall be denied. Any denial of a Request for Information shall be accompanied by an appropriate explanation. Any request which has been denied may be appealed to the Board of Directors, and

the Board shall make a final decision as to the properness of the request at its next regular Board meeting.

5. Some information, because of its sensitive nature, will not be made available. Requests for information which the Chief Executive Officer determines to be in this category shall be referred directly to the Board of Directors. The types of information contemplated by this subsection are:

- a. Matters, the knowledge of which would clearly have an adverse effect on KIUC's finances;
- b. Personnel matters, including, but not limited to, the hourly wages or salaries and fringe benefits of specific employees, and any employee's personnel file or records, and any other person's file or record if and to the extent such disclosure would violate subparagraph 1, above, or would otherwise be an invasion of such employee's or other person's privacy;
- c. Subjects that tend to prejudice the reputation and character of a person;
- d. Communication from the KIUC's attorneys, the knowledge of which could have an adverse effect on the KIUC's legal position;
- e. Matters protected by the attorney-client privilege and matters subject to the attorney work-product doctrine;
- f. Matters subject to the privacy laws of the State of Hawaii or federal government;
- g. Matters considered confidential under copyright or patent laws;
- h. Trade secrets or items which are by contract confidential;
- i. Information, the release of which would tend to destroy the integrity of the bidding process; and
- j. Information distributed to and discussed with the Board of Directors in Executive Session.

6. KIUC has the right and the duty to safeguard the disclosure of KIUC's Membership list against such list's use for improper purposes. Therefore, KIUC's Membership list will not be revealed, distributed, or released except as provided in Paragraph II. C. 2. above. If the Chief Executive Officer has reason to believe that the Membership list may be used for an improper purpose, the Chief Executive Officer should recommend to the Board of Directors that the request be denied. Said denial may be appealed to the Board of Directors. KIUC may also seek judicial protection or court imposed conditions on the use of the Cooperative's membership list.

7. If a request is made for routine documents available on the KIUC website, www.kiuc.coop, the Member shall be directed to the location of the documents on the website and informed of the publicly available access to the website available at all Public Libraries. If, despite the availability of routine documents on KIUC's website, www.kiuc.coop, the Member desires to obtain a hard copy of the document from KIUC, the charge for such copies, and for all routine documents not available on KIUC's website, www.kiuc.coop, and for all non-routine information requests shall be \$0.10 (10 cents) per page for each page requested plus \$41 per hour for labor, researching, and making copies; provided, however, if the Member requests the

printing of the Membership List on mailing label stock the price per page shall be the actual out-of-pocket cost of KIUC for such stock. KIUC shall produce requested and approved copies in return for the advance payment of a non-refundable deposit of some or all of the estimated charges. The full amount of the actual charges, less the amount of any deposit, shall be due and payable prior to the receipt of the information requested. If the deposit exceeds the actual charges the excess shall be refunded to the requesting party,

8. All proper and completed Requests for Information will be handled as expeditiously as possible, given the availability of personnel and operating needs of KIUC. A response to all Requests for Information will be given to the Member within 10 business days of its receipt by KIUC; provided, however, the requests for copies of the Membership List by properly nominated candidates to KIUC's Board of Directors shall be responded to within 5 business days of the receipt by KIUC of the request. If a substantive response to the request cannot be made within said 10 business days, the Member will be advised in writing of the reason for the delay and the estimated time for providing the substantive response.

D. Member information.

1. KIUC collects and maintains appropriate information about its Member/customers, including:

- a. Contact information, including a Member/customer's name, address, telephone number, e-mail address and a user name and password for online access to KIUC's bill-paying website.
- b. Billing information, including the last four digits of a Social Security number, credit information, financial account information, and payment history
- c. Electric usage data gathered by KIUC's metering systems and a Member/customer's service history, which may include information on a Member/customer's property and appliances and information maintained for meter reading purposes (e.g., warning about a dog in the yard) or information on home construction.
- d. Capital and patronage account information for Member/customers and inactive Member/customers and contact information for inactive Member/customers resulting from membership and governance activities.
- e. Responses to Member/customer survey(s) conducted by KIUC to identify needs or improve service, or other information provided by the Member/customer.
- f. Additional information about a Member/customer or a Member/customer's property, appliances, and activities obtained through services offered by KIUC or its affiliates, such as security, home health equipment, or other medical or health information provided by the Member/customer for emergency, notification issues or service issues.

2. KIUC collects Member/customer information through the following methods:
 - a. When Member/customers create an account and interact with KIUC regarding their account, utility service, or participation in KIUC programs.
 - b. When Member/customers use electricity service and metering systems including smart meters.
 - c. When Member/customers interact with KIUC through its website www.kiuc.coop.
 - d. When KIUC interacts with third parties, such as credit agencies.

3. Security:
 - a. KIUC maintains Member/customer information with reasonable and appropriate technical, administrative, physical and cyber safeguards to protect against loss, unauthorized access, destruction, misuse, modification, and improper disclosure of Member/customer information. When KIUC transmits information electronically, information is encrypted and only sent to a secure file transfer protocol site.
 - b. Member/customers are warned, however, that no system can ever be fully protected against every possible hazard.
 - c. KIUC requires its employees, affiliates and contractors who have access to Member/customer information to agree in writing to comply with a privacy and confidentiality policy. Any employee or contractor who fails to comply with these rules may be subject to disciplinary action up to and including termination.
 - d. Member/customer information that Member/customers may access through KIUC's website is protected using cyber security protocols designed to prevent unauthorized third parties from accessing such information. Members/customers use a user name and password of their own choosing, which are encrypted.

4. Disclosure:

Information contained within a Member's file, whether in electronic form or otherwise, including information collected by any Advanced Metering Infrastructure (AMI) system (Smart Meters) where the source of particular data can be attributed to an individual Member, is for legitimate internal KIUC use and is confidential. Such information will not be provided to anyone except the individual Member, the Member's spouse on receipt of proper identification, or upon presentation of a Release of Information form signed by the Member. Information will not be released to law enforcement personnel or other individuals or agencies without a subpoena or search warrant. KIUC may, however, disclose to law enforcement personnel without a subpoena or search warrant information from a customer's file relating to crimes committed or reasonably believed to have been committed against KIUC by that customer.

III. RESPONSIBILITY:

The Board shall be responsible for the implementation of Policy Content Sections A and B set out above. The Chief Executive Officer shall be responsible for the implementation of Policy Content Sections C and D set out above by promptly providing appropriate documents when properly requested; by promptly denying improper requests with an appropriate explanation; and by handling Member information as specified.

Adopted on this 21st day of February, 2017.



Teofilo Tachian
Secretary

Revised: 02/21/2017
Revised: 05/26/2015
Revised: 11/27/2012
Revised: 03/27/2012
Revised: 08/30/2011
Revised: 07/29/2008
Revised: 09/04/2007
Revised: 01/31/2006
Original Adoption: 12/22/2004

KAUA'I ISLAND UTILITY COOPERATIVE
REQUEST FOR INFORMATION
(WRITTEN OR ELECTRONICALLY RECORDED)

To allow it to efficiently comply with Member Requests for Information, Kauai Island Utility Cooperative ("KIUC") requires that you complete and sign this form when requesting written or electronically recorded information. You will be asked to pay reproduction costs of \$0.10 per page, and \$41 per hour for labor in researching and making copies. It is important that you state the purpose for requesting the information since requests that do not state a proper purpose will be denied. If your request is denied, you will be provided with an appropriate explanation of the reason for the denial and you can appeal the denial to the Board of Directors of KIUC. Any use of information provided for purposes other than as stated on this Request for Information form or used in violation of any Hawaii or federal laws could cause KIUC to seek legal action against the person(s) who requested and/or misused such information.

NAME: _____ DAY PHONE _____
NAME OF ORGANIZATION: _____
ADDRESS: _____
DATE OF REQUEST: _____

INFORMATION REQUESTED

DOCUMENT(S):

PURPOSE:

PAYMENT INFORMATION

Are you a KIUC Member? Yes _____ No _____
Is your KIUC Membership active? Yes _____ No _____

An estimate of the reproduction costs will be made of the charges involved which will be provided to you. If you decide to proceed with the request you will be asked to acknowledge this in writing, and KIUC will require a deposit of some or all of the estimated charges before proceeding with the research and/or reproduction.

AGREEMENT

I agree that I will use the requested information only for the purpose(s) stated above. I agree to pay all applicable charges. I also agree that I will not sell the information and that I will duplicate it only for use for the stated purpose. I further agree to indemnify and hold KIUC harmless against any claims or damages that may result from use of this information for other than the stated purpose(s).

Signature: _____ Date: _____

Signature of Witness: _____ Address of Witness: _____
Witness Phone No.: _____

For Use by KIUC Staff

Date: By:

ACTION:

- _____ _____ Request received
- _____ _____ Member Status Verified: Member since: _____
- _____ _____ Denied: No Proper Purpose Stated (Explain)

- _____ _____ Denied. No documents or records in existence
- _____ _____ Reproduction costs estimated/reported to requestor
- _____ _____ ESTIMATED COSTS: \$ _____

- _____ _____ Requestor declined to pay costs
- _____ _____ Deposit of \$ _____ requested and made
- _____ _____ Requestor informed copies ready; ACTUAL COST: \$ _____
- _____ _____ Documents delivered. Final payment received or refund made

**Kaua'i Island Utility Cooperative
CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

By this Agreement _____ ("Recipient"), whose address is _____, a Member of KIUC, has requested be provided certain non-public, confidential, or proprietary information by Kaua'i Island Utility Cooperative ("KIUC"), specifically a copy of the Membership List of KIUC with a corresponding list of the Members' mailing addresses (the "Membership List"). This request was made by Recipient in a KIUC Request for Information Form dated _____, pursuant to KIUC Board Policy No. 16 (the "Request"). As indicated the Membership List is considered confidential non-public and/or proprietary information of KIUC which is appropriate for special protection. As a consequence the Membership List shall not be used by Recipient in violation of this Agreement without the express written consent of KIUC.

In consideration of being furnished with the Membership List and this Agreement, the Recipient agrees that:

1. The Membership List will be kept confidential and will not, without the prior written consent of KIUC, be disclosed by the Recipient in any manner whatsoever, in whole or in part, and will not be used by the Recipient directly or indirectly, for any purpose other than as stated in the Request, i.e. for _____

_____ Any use shall also comply with the requirements of the Request.

2. The Recipient will not, without prior written consent of KIUC, release to anyone or make any statement to any third party, regarding the Membership List, except as may be necessary, in the opinion of counsel, to comply with the requirements of any law, governmental order, or regulation.

3. If the Membership List is further copied by Recipient for any purpose, the Recipient will keep records of each location where the Membership List is kept. Recipient will at any time upon the request of KIUC destroy or return all copies of the Membership List immediately, without retaining any copies and confirm such destruction in writing to KIUC. Any of the Membership List retained by Recipient in any manner will continue to be subject to the terms of this Agreement.

4. In the event that the Recipient is requested or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, or any similar process) to disclose all or any part of the Membership List, the Recipient will (i) promptly notify KIUC of the existence, terms and circumstances surrounding such request; (ii) consult with KIUC on the advisability of taking legally available steps to resist or narrow such request; (iii) only disclose the information requested after complying with clauses (i) and (ii); and (iv) exercise reasonable effort (if so requested by KIUC) to obtain, to the extent practicable, a protective order or other reliable assurance that confidential treatment will be accorded to such portion of any disclosed information as the requestor may designate. In the event that a protective order or other remedy is not obtained or that the requestor waives compliance with the provisions of this Agreement, the Recipient will furnish only that portion of the Membership List that is legally required and will exercise his or her best efforts to obtain reliable assurance that confidential treatment will be accorded the Membership List.

5. It is understood and agreed that no failure or delay by KIUC in exercising any right, power, or privilege under this Agreement will operate as a waiver. It is further understood that no single or partial waiver of any right, power, or privilege will preclude any other or further exercise of any right, power, or privilege under this Agreement.

6. The Recipient agrees that money damages would not be a sufficient remedy for any breach of this Agreement, and that, in addition to all other remedies, KIUC will be entitled to specific performance of Recipient's obligations relating to this Agreement and to injunctive or other equitable relief as a remedy for any such breach. For purposes of seeking equitable relief, the Recipient stipulates and agrees that any breach of the provisions of this Agreement may subject KIUC to irreparable harm and injury.

7. Recipient agrees to redeliver the Membership List promptly to KIUC upon request and not to retain any copies, extracts or other reproductions, in whole or in part, of the Membership List.

8. This Agreement is the entire agreement between the parties regarding the nondisclosure of Membership List and supersedes all prior agreements and understanding regarding this subject. This Agreement may be amended only by written agreement executed by both parties.

9. This Agreement is not assignable or transferable by either party without the prior written consent of the other party.

10. For their convenience, the parties may execute any number of counterparts of this Agreement. Each such counterpart will be considered an original instrument, but all counterparts taken together will constitute one and the same document.

11. This Agreement is governed and will be construed in accordance with the laws of the State of Hawaii. If any terms or provision of this Agreement is found to be invalid or unenforceable, the remaining terms will remain in full force and effect.

IN WITNESS WHEREOF, this Agreement is executed by the following authorized representatives and is effective as of the last date written below:

KIUC

RECIPIENT

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____