

Holland Board of Public Works
Fiber Rate Book General Terms & Conditions

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1.0 Introduction

The HBPW owns and operates a fiber-optic network in the greater Holland area. This backbone system was installed in 1992 to improve communications between electric substations, and has expanded to service the greater Holland area.

2.0 Definitions

BROADBAND - A method of communication where the signal is transmitted by being impressed on a high-frequency carrier.

CUSTOMER – A purchaser of broadband service supplied by the HBPW.

ETHERNET - A standard protocol (IEEE 802.3) for a 10-Mb/s baseband local area network (LAN) bus using carrier sense multiple access with collision detection (CSMA/CD) as the access method. Ethernet is a standard for using various transmission media, such as coaxial cables, unshielded twisted pairs, and optical fibers.

FACILITIES – A general term which includes devices, associated structures and the like, used as a part of or in connection with an fiber installation.

FIBER OPTICS - Communications systems that use optical fibers for transmission. Optical Fiber is thin glass wire designed for light transmission, capable of transmitting billions of bits per second. Unlike electrical pulses, light pulses are not affected by random radiation in the environment.

Holland Board of Public Work (HBPW) - When used in these Rules and Regulations, HBPW is an abbreviation meaning the Holland Board of Public Works

PREMISES – A building and its grounds.

RATE – The unit prices as established by the HBPW's rate-making body and the quantities to which they apply as specified in the Rate Schedule.

RATE SCHEDULE – A filed statement of the broadband rate and the terms and conditions governing its application as established by the HBPW's rate-making body.

SERVICE LOCATION – The point at which the HBPW has agreed to provide broadband service.

3.0 General Provisions

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All national and state statutes and regulations that govern the provision of utility services apply and supersede the terms of service contained in this document. All local ordinances and codes of the governmental units within the service territory of the Holland BPW also govern the services provided by the HBPW where applicable.

3.1 Obligations

The obligations of both parties commence when the HBPW begins to supply service and continues until either party has received from the other any form of communication (i.e. email, telephone call, or written) notice to discontinue service, unless otherwise specified in a contractual agreement.

3.2 Rules and Regulations

A customer that commences service under any of the HBPW rate schedules hereby agrees to abide by all of these Terms & Conditions.

3.3 Rate Revision

All rates herein are subject to revision at any time upon approval by the HBPW Board of Directors and Holland City Council.

3.4 Service Governance

Service may be further governed by the HBPW standard rules and regulations.

3.5 Initial Term of Contact for Service

Initial term of contact for service under any rate shall be for a minimum of one (1) month, unless otherwise specified in a contractual agreement. Likewise, any change in rate(s) shall be for a minimum of one (1) month, unless otherwise specified in a contractual agreement.

4.0 Service Conditions

4.1 Description of Service

4.1.1 Bandwidth

This service provides an Ethernet interface, at bandwidths from 0.5 to 2000 Mbps. Point to point Ethernet can replace local T-1 circuits or dial-up networks. Additional nodes are available. Point to point bandwidth service is also available between the customer

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building and one of our connected ISPs. Installation estimates, setup fees, and bandwidth rates are available upon request.

4.1.2 Dark Fiber

Dark fiber is leased on a per strand per foot per month basis, with an aggregate minimum per month. This option allows the customer to design, install and maintain the electronic equipment required. Installation estimates, setup fees, and lease rates are available upon request.

4.2 Service Interruption

The HBPW and the City of Holland will use ordinary diligence in providing broadband service, but does not guarantee constant or continuous service. By applying for broadband service, each broadband customer shall be deemed to have agreed that the HBPW:

1. May interrupt or suspend service at any time, either with or without notice, for inspection, repair, maintenance, alteration, or change on the customer's premises or elsewhere; and
2. Shall have no duty, obligation, responsibility, or obligation for or by reason of any such interruption or suspension of service, or for any damage or loss resulting therefrom; and
3. Will make a diligent effort to notify customers of planned outages, and keep customers informed of the status of outages.

4.3 Tree Trimming and obstructions

The HBPW shall have the right, privilege, and authority to trim trees, overhanging branches, hedges, shrubs, or other obstructions which might endanger the safety or interfere with the construction, operation, and maintenance of any fiber or associated equipment. By acceptance of broadband service from the HBPW, each customer shall be deemed conclusively to have granted such right, privilege, and authority to the HBPW; and if any customer thereafter should challenge or object to the exercise of such service in the general utility function of the HBPW, service to such customer may be refused and/or discontinued for that reason alone.

5.0 Use of Service

5.1 General

Broadband is supplied to a customer for exclusive use on the premises to which it is delivered by the HBPW. Service may not be shared with another, sold to another, or transmitted off the premises without written permission of the HBPW.

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5.2 Access to Premises

HBPW Staff will schedule appointments with the customer to enter the customer's premises to inspect, repair, or otherwise maintain HBPW equipment located on the customer's premise.

5.3 Customer Equipment

The HBPW is NOT responsible maintenance of customer equipment.

5.4 Theft

The HBPW Utility Theft Investigation Procedure would handle cases of suspected theft and fraud. The Utility Theft Investigation procedure describes who handles suspected cases and how the investigation of theft and fraud is handled.

All cases, where there is sufficient evidence as determined by the Utility Theft Investigation procedure warrant further action, will be turned over to the Holland Police Department and/or the City Attorney.

The HBPW will attempt to recover all charges that were intentionally avoided or not paid plus all monthly-accrued late fees. In addition, a 6% over prime rate recovery charge will be assessed to charges, fees and penalties. All costs relating to the investigation and remediation of theft of services will be assessed to the account with a minimum charge of the current charge for initiating new services.

If the actual amount of service lost to the theft or diversion cannot be determined, the amount applied will first be estimated using previous account history. If neither the actual amount of service nor the estimated amount of service for the particular account can be determined, the account will be assessed the average usage for the class of service prorated to the time the theft or diversion occurred.

There is no limitation on the time period for which past charges will be assessed.

Other actions, civil or criminal, will be decided by actions of the Board and/or City Attorney, as appropriate.

5.5 Discontinuation\Termination of Service

Broadband customers desiring to discontinue service must request discontinuation through the HBPW Broadband Department.

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5.6 Equipment Location

Bandwidth service requires the location of HBPW equipment on the customer's premise. The customer is responsible for maintenance of a clean, safe, and hazard-free environment for this equipment. The Customer shall be held liable for damage to HBPW equipment from acts of carelessness, negligence, or willful damage performed by the owner or their tenants. The HBPW will repair or replace damaged equipment, and the cost shall be billed to the customer.

6.0 Responsibility for Payment of Bills

6.1 General

Each HBPW Customer is responsible to pay all utility bills as rendered on or before the due date shown thereon. The Customer remains responsible for payment of the bills until the Customer orders service to be discontinued. Bills are rendered on approximately a monthly basis. Bills are mailed to Customers approximately fifteen (15) days before the due date shown on the bill. The Customer shall pay the net amount if paid on or before the due date on the bill. Failure on the part of the Customer, through no fault of the HBPW, to receive the bill shall not entitle the Customer to pay the net amount after the due date of the bill. If a bill remains unpaid, the HBPW shall have the right to discontinue service. In extenuating circumstances, a Customer will be afforded the opportunity to make payment arrangements.

The HBPW will make billing history available to Customers at no charge, provided the information is currently stored on an active database. Customer request for billing history that is no longer on an active database will be subject to payment of hourly fees based on the average burdened hourly wage of the HBPW employee assigned to perform the research and compilation of the data.

The HBPW will charge a "Non Sufficient Funds Fee" in accordance with Rule 15 for returned checks.

6.2 Payment Receipt

Application of the payment received shall be as the customer elects and notes in the appropriate area of the BPW invoice.

The election for crediting partial payment must be made with the payment and subsequent request to alter the payment shall not be permitted.

6.3 Late Charges

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A late payment charge of two percent (2) of the amount in arrears will be assessed when the next month's bill is issued.

The late payment charge will not apply to any penalty portion of the customer's bill.

A penalty will NOT be assessed the first time a customer is late in a twelve-month period.

6.4 Billing Errors

Providing an accurate and timely bill to all customers is a very important goal for the HBPW. In the event an error occurs as the result of an unintentional mistake, either by the customer or the HBPW, the following policy is provided to guide the resolution of the mistake. Intentional actions such as theft or fraud on the part of the customer will be handled by the Theft of Service policy. Intentional actions such as theft or fraud on the part of HBPW personnel will be handled by this policy.

Specifically:

1. If the HBPW overcharges a customer due to a billing error caused by an unintentional mistake, the HBPW shall refund or credit the amount of the overcharge for a period of two years immediately preceding discovery of the billing error. In special circumstances, a longer period up to a maximum of six years may be used where there is no question as to the facts of the error such as when the error first occurred and the cause of the error. The facts of the error under consideration must not be disputed by neither the HBPW nor the customer for consideration under these special circumstances. If the error is such that it is not possible to determine the effects on past decisions by the HBPW, the normal period of two years shall be used.
2. If the BPW undercharges a customer, the HBPW will evaluate the circumstances and may bill the customer for the amount of the undercharge up to two years immediately preceding discovery of the error. The customer will be offered a period of time to repay the amount up to a period equal to the length of time the error occurred.
3. It is the customer's responsibility to request the initial rate and any subsequent rate changes for the service provided. All requests for initial rates and rate changes must be in writing. HBPW personnel will assist customers in determining the appropriate rates and make suggestions as to the best rate for the customer; however, it is the customer's responsibility to select the rate they desire. The HBPW will not retroactively adjust billings just because it is determined that a different rate would have produced a lower cost to the customer.
4. There is no limit of time on the recovery of overcharges by customers for intentional errors by HBPW personnel.

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Approved:

Board of Public Works, May 01, 2011

7.0 Schedule of Fee & Charges

The following section is a link to the Holland Board of Public Works' current rates pages. Current rates have been approved by the HBPW Board and Holland City Council. The rates can also be found on the HBPW's website at www.hollandbpw.com.

7.1 *Broadband Rates*

The link below takes you to the "Service Rates" page on the HBPW website. Please click on the "Broadband Rates" link.

http://www.hollandbpw.com/residential/Pages/Service_Rates.aspx