Water Terms of Service

Holland Board of Public Works

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General Terms of Service

1. General Definitions

- **Account:** The record maintained by HBPW that contains all relevant information related to a specific Customer's receipt of Utility Services per site This includes the Customer's name, contact details, service address, billing address, usage history, meter data, payment records, Account number, Service type(s), Rate classification, and any applicable deposits, fees, or contracts. The Account is used for the administration, billing, and management of Utility Services provided by HBPW.
- **Collection Agreement:** Agreement or part of an agreement that provides for collection of delinquent charges and as defined by agreements between HBPW and other governmental entities as well as applicable ordinances in the township where Service is rendered.
- **Commercial Customer:** A classification used for businesses not involved with the direct manufacture of durable goods. A classification also used for multiple family residential structures with three (3) or more units.
- **Critical Care Customer**: A Customer who requires, or has a household member who requires, home medical equipment or a life support system, and who have provided appropriate documentation to HBPW identifying the equipment or system and certifying that an interruption of service would be immediately life-threatening.
- **Customer:** A purchaser of electrical, water, wastewater, and/or broadband service supplied by the HBPW.
- **Disconnect (or Discontinued):** Is the deliberate interruption or Termination of Service by HBPW to a Customer's Premises. A Disconnect may be temporary or permanent and may occur for reasons including, but not limited to, nonpayment of charges, customer request, violation of these Terms, hazardous conditions, unauthorized use of Utility Service, or maintenance and safety requirements. Disconnect includes physical or remote deactivation of the Utility Service connection, such as shutting off electricity, water, wastewater access, or broadband service.
- **Dwelling Unit:** A single room, suite or groups of rooms or suites with accommodations to sleep, eat, and have a bathroom
- **Eligible Customer:** Either an Eligible Low-Income Customer or an Eligible Senior Citizen Customer who demonstrates to HBPW his or her eligibility.

- **Eligible Low-Income Customer:** A Customer whose household income does not exceed 150% of the poverty level, as published by the United States department of health and human services, or who receives any of the following:
    - Assistance from a state emergency relief program
    - Food stamps
    - Medicaid

  See MCL 460.9r(3)(c)
- **Eligible Senior Citizen:** A customer who is 65 years of age or older and advises the utility of his or her eligibility. See MCL 460.9r(3)(c)
- **Estimated Consumption**: Consumption calculation based on prior use of the service or the operating characteristics of the building and equipment used.
- **HBPW**: When used in these Terms of Service, HBPW is an abbreviation for Holland Board of Public Works.
- **HBPW Customer Service**: The designated department of the HBPW responsible for managing customer interactions, including Account setup, billing inquiries, service requests, payment processing, complaints, disconnections, reconnections, and general information related to utility services. All required customer communications, notifications, and service requests under these Terms shall be directed to HBPW Customer Service, unless otherwise specified by HBPW or herein.
- **Heating Season:** November 1 through March 31. *See* MCL 460.9r(3)(d).
- **Industrial Customer:** A classification for businesses directly involved with manufacturing goods or services for sale as an organized action.
- **Landlord**: A Person who owns, leases, or otherwise controls real property and who rents or leases that property to a tenant or tenants for residential, commercial, or industrial purposes. The landlord is responsible for the property and may have certain rights and obligations regarding the provision, payment, or management of electric utility services at the premises.
- **Medical Emergency**: An existing medical condition of a Customer, or member of the Customer's household, as defined and certified by a physician or public health official on official stationary or company-provided form, that will be aggravated by lack of utility service.
- **Meter:** A device installed by HBPW to measure and record the amount of electrical energy, water, wastewater, or broadband consumed by a customer at a specific Service Location. The Meter may also record demand, voltage, power quality, flowrate, bandwidth, upload rate, download rate, and other usage data as required. It remains the property of HBPW and is used for billing, monitoring, and operational purposes.
- **Meter Reading:** Electronic or manual effort to read the amount of electric or water used by a Customer.

- **Meter Constant:** A fixed value used to convert Meter Readings into Customer energy use.
- **Multi-Dwelling Structure or Multi-Dwelling Unit (MDU)**: A building containing 3 or more Dwelling Units, including but not limited to apartments, condominiums or senior housing projects.
- **Online Account**: Is the secure, customer-specific digital profile established through HBPW's website or authorized digital platforms that allows a Customer to access and manage Utility Services electronically. Features of the Online Account may include, but are not limited to, viewing and paying bills, monitoring usage, updating contact information, submitting service requests, and enrolling in programs or notifications.
- **Owner (or Property Owner)**: A Person that holds legal title to, or has ownership interest in, real property where Utility Service is or may be provided. The Owner is responsible for the Premises and may have rights or obligations regarding the Utility Service, including authorizing Service connections.
- **Person**: Any individual, corporation, partnership, company, limited liability corporation, organization or governmental entity.
- **Premises**: A tract of land including its buildings.
- **Rate**: The charges, fees and unit prices as established by HBPW's rate-making body and the quantities to which they apply.
- **Readiness to Serve:** A monthly fixed charge that covers the expenses to maintain and service a Customer's Account. This includes billing, metering and customer service. The Readiness to Serve charge also funds a portion of the capital investments in equipment, structures and meters as well as engineering and construction services.
- **Residential Customer:** A classification reserved for one and two family residential structures and other multiple family structures where each Dwelling Unit is individually metered. Residential structures must accommodate a place to sleep, eat and have a bathroom.
- **Restoration:** The process by which HBPW re-establishes Service to a Customer following an interruption due to outage, Disconnection for non-payment, maintenance, customer-requested disconnection, or other Service disruption. Restoration may involve inspection, repair, or verification of the Customer's equipment or Premises to ensure safe and compliant reconnection. Restoration is performed at the discretion of HBPW and in accordance with applicable regulations, utility policies, and safety standards.
- **Security Deposit:** Is a payment required before starting or continuing Utility Service. It acts as a guarantee against unpaid bills or fees. The amount may be based on credit history or payment risk of the Customer. Any unused portion will

be refunded after the Account is closed and all charges are paid, in accordance with applicable laws.

- **Service (or Utility Service):** Is the provision of utility services by the HBPW, including but not limited to the delivery of electric power or energy, water, wastewater collection and treatment, and broadband internet access. This includes all associated infrastructure, metering, maintenance, repair, testing, customer support, and any other related activities necessary to establish, operate, maintain, and manage utility delivery to the Customer's Premises, in accordance with the terms and conditions set forth in these Terms.
- **Service Location:** The point at which HBPW has agreed to provide electric, water, wastewater, and/or broadband service to the Premise or, in some cases, building.
- **Service Territory:** The geographic area which HBPW is authorized to provide utility services, including but not limited to electric, water, wastewater, and broadband services. This territory includes the City of Holland and designated surrounding areas such as parts of Holland Township, Park Township, Laketown Township, Fillmore Township, and other approved service areas.
- **Suspension of Service:** Is a temporary, Customer-requested pause in the provision of Utility Services by the HBPW, during which utility delivery is halted without terminating the Customer's Account.
- **Termination of Service**: Is the formal and complete end of the Utility Service relationship between the Customer and the HBPW. Termination of Service includes the permanent closure of the Customer's Account and cessation of Service delivery to the Customer's Premises, which may result in HBPW removing its infrastructure from the Customer's Premises.
- **Terms of Service (or Terms):** This document, and its attachments if any.
- **Tenant**: Person(s) named responsible for the one or more utilities under an executed lease or similar document.
- **Utility Charges**: means the rates, fees, rentals and all other charges for furnishing such Service and all repairs, maintenance and alterations of such Service which the HBPW determines to be the responsibility of the Customer.

2. General Provisions

A Customer that commences service with HBPW agrees to abide by all HBPW Terms of Service and Rates. All Rates and Terms of Service are subject to revision at any time upon approval by the HBPW Board of Directors and Holland City Council. (Holland City Code §9-8 and §37-29.1(a)).

A. Application for Service

Applications for service can be found on the HBPW website (www.hollandbpw.com) or by calling HBPW Customer Service (616-355-1500) or email to (customerservice@hollandbpw.com).

Notice Regarding Unusually Large or Non-Standard Utility Use

Customers whose electric, water, or wastewater use is unusually large, non-standard, or may significantly impact utility facilities may be subject to additional review and conditions of service. Customers planning a new service, expanded service, or a substantial change in use must notify the HBPW in advance and receive written approval before connecting or increasing service. HBPW may require studies, infrastructure improvements, cost responsibility, or a development agreement to ensure system reliability and fair treatment of all customers. Utility service is provided subject to system capability, and the HBPW does not guarantee unlimited or uninterrupted service. Additional service requirements are included below and in the applications for service.

B. Emergencies – Immediate Danger or Life-Safety Hazards

In the event of an emergency that poses an immediate risk to health, safety, or property, such as:

- Downed or sparking power lines
- Electrical fires or explosions
- Gas odors or suspected leaks
- Major water line breaks or flooding that threaten safety
- Sewage backups presenting health hazards
- Any situation requiring urgent medical, fire, or police response

Immediately call 911.

Do not attempt to resolve the issue yourself. After contacting emergency services, please notify HBPW at 616.355.1500 to report the issue and allow us to dispatch appropriate crews.

This clause is for your protection and to ensure a coordinated response between public safety authorities and HBPW utility personnel.

C. Call Before You Dig Requirement

As a condition of using this utility service, the Customer agrees to comply with all applicable local, state, and federal laws regarding excavation and underground utility safety, including but not limited to the obligation to contact the appropriate one-call notification system (e.g., MISS DIG 811 in Michigan) at least 72 hours prior to any digging, excavation, or ground disturbance activities. See Public Act 174 of 2013 codified at MCL 460.721 et seq.

D. Obligations

The obligations of both HBPW and the Customer commence when HBPW begins to supply service, or upon application for service if applicable, 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. A Customer's obligation to pay is not relieved upon notice to discontinue Service. After notice is given, service may continue until a reasonable time when HBPW can disconnect service, not to exceed ten (10) days. These Terms of Service shall be followed unless otherwise specified in a contractual agreement or as identified in the Terms of Service for each utility offering.

E. Continuity of Service

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

(Holland City Code §9-13)

F. Resale or Sharing of Service Prohibited

Utility Services are supplied to a Customer for exclusive use on the Premises to which it is delivered by HBPW. Service may not be shared with another, sold to another, or transmitted off the Premises without written permission of HBPW.

Customers may install their own check meter for tenants, lessees, or other persons, to whom ultimately the service is distributed in order to apportion the usage for monthly billing purposes. Additionally, the renting of a premises, with the cost of Service included in the rental as an incident of tenancy, will not be considered a resale of such services.

G. Lawful Use of Service

Customer agrees to use the Utility Services provided by HBPW solely for lawful purposes and in compliance with all applicable local, state, and federal laws and regulations. The services shall not be used, directly or indirectly, to support, facilitate, or engage in any unlawful activity, including but not limited to:

1. The operation of illegal businesses or enterprises;
2. Unauthorized tampering, diversion, or theft of Utility Services;
3. Any activity that poses a threat to public safety or utility infrastructure;
4. Use in violation of environmental, zoning, or building codes.

HBPW reserves the right to Discontinue or Terminate Service without notice, to the extent allowed by law, if there is reasonable belief that the service is being used in violation of this provision. The HBPW may also report suspected illegal activity to the appropriate law enforcement or regulatory authorities.

H. Governing Law and Venue

These Terms shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of law principles.

Applicable federal and Michigan state laws, statutes, and regulations that govern the provision of utility services apply and, where in conflict with these terms, supersede the Terms of Service contained in this document. All local ordinances and codes of the governmental units within the Service Territory of HBPW also govern the Services provided by HBPW where applicable.

Any dispute arising from or relating to these Terms or your use of the Service will be brought exclusively in the state or federal courts located in over Ottawa County, Michigan, and you consent to the jurisdiction of such courts.’

I. Remedies

The implementation of Terms of Service does not preclude HBPW from pursuing any of its legal rights, including but not limited to the right to place liens on property, granted to HBPW, whether by statute, charter or other power.

J. Forms

HBPW may develop any forms or documents needed to implement services so long as the developed forms or documents are consistent with the Terms of Service.

K. Severability

If any provision of these Terms of Service is found to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall remain in full force and effect. Such invalid, illegal, or unenforceable provision shall be deemed modified to the extent necessary to make it valid, legal, and enforceable while preserving, to the maximum extent possible, the original intent of the provision.

3. New Customer Account Requirements

The following information may be required to establish a new Customer Account which enables HBPW to provide Service.

A. Residential Service Account

- Full Name
- Service Address via a mortgage/property tax statement or executed lease
- Mailing Address if different from Service Address
- Telephone Number
- Email Address
- Social Security Number
- State or Governmental issued Identification (i.e. Driver’s License, Military ID, Passport)

B. Business Service Account

- Legal Business Name and Tax ID Number (as registered in Michigan)
- Type of Business
- Tax Status (Taxable, Tax Exempt or partial Tax Exempt, documentation will be required)

- Telephone Number
- Email Address
- Contact Name(s)
- Owner or Business Agent Name
- Mailing Address if different from Service Address

A new Customer Account may not be established for a Service Location if a delinquent Customer Account holder resides at the same Premises or is listed as a Tenant on a new Premise, or Service Location, as the new Customer, unless the balance due and owing for the delinquent Customer Account holder is paid in full and a deposit is collected according to Section 5D—Account Security Deposits.

4. Lien and Security Deposit Requirements

A. Lien as a Security for the Collection of Utility Charges

As required by Michigan's Revenue Bond Act of 1933 (codified as MCL 141.101 *et seq*.), as amended, Michigan's Collection of Water Charges Act (codified as MCL 123.161 et seq.), by §12.18 of the Charter of the City of Holland, and City of Holland Ordinances §9.3 et seq. and §37-30 et seq., except as otherwise provided, or limited by state law, the City shall have as Security for the collection of all charges, a lien upon the premises to which such Utility Services were supplied. Such lien shall become effective immediately upon the distribution or supplying of such Utility Service or Services to such Premises.

B. Unpaid Utility Charges; Placement on Tax Rolls

All unpaid [Utility] Charges for Utility Services furnished to any such Premises, which, on the 30th day of June of each year, have remained unpaid for a period of three months, or more, shall be reported by the city auditor to the council at the first meeting thereof in the month of July. (Holland City Charter §12.18). The council thereupon shall order the publication in a newspaper published in the city, of notice to all Owners of property within the city that all unpaid Utility Charges which have remained unpaid for a period of three months or more prior to the 30th day of June, and which have not been paid by the thirty-first day of July, shall be assessed upon the city's tax roll against the Premises to which the Utility Services, for which the unpaid charges accrued, were supplied or furnished; and that such charges shall be collected in the same manner as the city taxes on said tax roll. (Holland City Charter §12.18; Collection Agreement(s)).

All such Utility Charges, which remain unpaid on the 31st day of July, shall be transferred to the city's tax roll and assessed against the premises to which the utility service, for which the unpaid charges accrued, was supplied or furnished, and shall be collected with, and in the same manner as, city taxes. (Holland City Charter §12.18; Collection Agreement(s)). If the same have remained delinquent and unpaid after the expiration of the time limited in the treasurer's warrant for the collection of taxes levied in said tax roll, such charges shall be returned to the county treasurer to be collected in the same manner as the lien created by city taxes on the delinquent tax roll of the city. (Holland City Charter §12.18; Collection Agreement(s)).

C. Protection of Landlord, Notice of Lease and Security Deposit

If the Owner of a Premises, which receives Services provided by the HBPW, leases such Premises to a Tenant who is responsible under the lease for the payment of the charges for Utility Services, and such Property Owner notifies the HBPW, in writing, of such fact, the notice to include a true copy of the lease of the affected Premises executed by the Owner or his/her designated agent and the Tenant, then the Utility Charges for Services provided to such leased Premises shall not become a lien against the Premises after the date such notice is received by the HBPW. Immediately after the filing of such notice, the HBPW shall render no further Service to the Premises until it receives from the Tenant, or an individual or entity acting on behalf of the Tenant, a Security Deposit as security for the payment of the Utility Charges.

Holland City Code §9-6 and §37-33

D. Security Deposit Requirements

Security Deposit amounts for electric are established in Holland City Code §9-6. While Security Deposit amounts for water are established in Holland City Code §37-33. HBPW shall not provide Services to any Premises or Customer until it receives a Security Deposit from the Tenant, or an individual or entity acting on behalf of the Tenant. HBPW requires Security Deposits from the following:

1. A Security Deposit is required for all Tenants.
2. A Security Deposit is required as a condition of obtaining a new Service.
3. A Security Deposit is required for providing or continuing Service due to a prior outstanding or delinquent Account that is not in dispute.
4. A Security Deposit is required prior to restoring or reconnecting Service if it was shut-off due to nonpayment. The Security Deposit amount required for an

outstanding or delinquent account shall be the same as those established for all Tenants. HBPW may also require payment of the delinquent Account and approved charges as a condition of providing, restoring, or continuing Service if the prior Account is in the Customer's or applicant's name, is delinquent and owed to HBPW and accrued within the last six (6) years.

5. A Security Deposit is required prior to restoring or reconnecting Service due to unauthorized use, diversion, or interference. The Security Deposit amount shall be four (4) times the average monthly bill for the Premises or two times the security deposit amount for tenants, whichever is greater.

HBPW will pay simple interest accrued on Account Security Deposits held annually as a credit on the Account in June of each year or when the deposit is returned to the Customer. The interest rate will be updated on July 1 of each year. The interest rate used to calculate interest will be determined by The Federal Deposit Insurance Corporation (FDIC) National Deposit Rate for Savings as of June of the current year.

5. Responsibility for Payment of Bill

A. General Payment Requirements

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 and HBPW has had reasonable time to secure a final Meter Reading. Bills are rendered on a monthly basis. If a bill remains unpaid HBPW shall have the right to discontinue (Disconnect) Service as defined in the Shut-Off Policy. (City of Holland Charter §12.17).

HBPW will provide Customers their billing history at no charge, provided the information is currently stored on an active database. Customer requests for billing history that is no longer on an active database will be subject to record retention schedules and 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.

B. Estimated Consumption

Meter Readings may be estimated when conditions warrant. Until reconciled by an actual Meter Reading, bills rendered on Estimated Consumption have the same force and effect as bills rendered on actual Meter Readings. If for any reason all consumption used cannot be registered accurately, the unmetered portion shall be estimated by

HBPW on the basis of prior consumption or the operating characteristics of the Customer's building, equipment, and/or other.

C. Payment Methods

All payments are to be made in United States Dollars (USD). Customers are responsible for ensuring that any currency conversion or transaction fees associated with non-USD (bank) accounts are covered prior to remitting payment. Payments may be made in person, online, and by mail. Acceptable online or phone methods of payment can be found at hollandbpw.com. HBPW reserves the right to change accepted methods of payment at any time. Acceptable forms of payment include cash, business check, personal check, cashier's check, money order, credit card, or debit card. Unacceptable forms of payment include: (i) barter payments; (ii) cryptocurrency; (iii) cash in the form of coins in excess of $5.00; (iv) traveler's checks; (v) third party checks; (vi) checks not drawn on a bank, credit union or similar depository financial institution; vii) payments from non-U.S. banks or other financial institutions; (viii) multiple payments for one scheduled payment; (ix) third party checks; (x) personal checks written on anything other than standard bank forms; (xi) promissory note or other similar promise to pay. HBPW reserves the right to reject any form of payment which is unreasonably burdensome or in such form as not generally accepted by utility companies or municipal entities.

D. Receipt of Payment

Full and partial payments will be applied in the following manner:

1. To the oldest outstanding arrears
2. Electric Account
3. On-bill loan Account
4. Water Account
5. Wastewater Account
6. Broadband Account
7. Refuse Account
8. All other fees and services

When cash payments are made, bill totals will be rounded up to the nearest five cents ($0.05) due to the stop in penny production. The amount paid above the original billed balance due to rounding will be credited to the customer's utility account and applied to future charges. This rounding policy applies only to cash payments; non-cash payments will be processed for the exact amount billed.

Payment assistance received will be applied to appropriate services as designated by the provider.

Payments received in the HBPW Service Center or Holland City Hall drop-box will be applied to Accounts on the next business day.

E. Readiness to Serve Charge

All electric, water and wastewater Accounts shall be billed the Readiness to Serve charge based on Account type and size. Readiness to Serve charge will not be charged if a Service is completely disconnected or suspended. Disconnect/Reconnect fees may apply.

F. Michigan Sales Tax

Bills for Utility Services are subject to Michigan State Sales Tax. Customers may file a request for exemption from the application of sales tax and request reimbursement if less than 120 days of lapsing coverage, in accordance with the laws of the State of Michigan and the rules of the Michigan State Department of Treasury. In the event the required exemption documentation is not obtained within 120 days from date of sale, the Customer shall make its own refund inquiries directly to the State Department of Treasury.

G. Late Charges

A late payment charge of two (2) percent 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. Customers may request a late charge waiver under extenuating circumstances.

H. Payment Plan

If a Customer claims an inability to pay their Account in full, they will be allowed to enter into a payment plan for the amount owed that is not in dispute. HBPW is not required to enter into a subsequent payment plan until the Customer has complied with the terms of an existing or previous payment plan unless the Customer demonstrates a significant change in economic circumstances and requests a modification of the plan. If the Customer defaulted on the terms and conditions of a payment plan within the last 12 months, HBPW is not required to enter into a subsequent payment plan.

I. Billing Errors

Errors in billing can occur for a variety of reasons. In some cases the error can be clearly identified and quantified, while in other cases the error can only be estimated. This policy establishes the rules for handling errors in billing. This policy does not apply to theft or unauthorized use of Service or bills based on Estimated Consumption.

Errors in billing can be caused by any of the following:

1. An incorrect Meter Read whether by Person or electronically.
2. An incorrect Meter Constant.
3. Installation of the incorrect metering equipment.
4. An incorrect calculation of the applicable rate.
5. A meter switched by the utility or a utility representative.
6. An incorrect application of the rate schedule.
7. A meter error (failure to measure or accurately record all usage).
8. Another similar act or omission by the utility in determining the amount of a Customer's bill.

An undercharge or overcharge that is caused by a non-registering meter, an estimated Meter Read or a Customer read is not considered a billing error.

If an error in billing occurs and results in overcharging a Customer, HPBW shall refund or credit the overcharge based on the actual time the overcharge occurred within the 36-month period immediately preceding the discovery of the error.

If an error in billing occurs and results in undercharging a Customer, the Customer is responsible for the undercharged amount for up to the 12-month period immediately preceding the discovery of the error. Amounts due to HBPW from the Customer will be subject to normal collection policies, procedures and practices. A Customer may request and be granted a payment plan up to the number of months used to calculate the undercharged amount.

6. Service Disconnection and Termination

This section sets forth the policy and procedures under which the HBPW may suspend, disconnect, or terminate Utility Service to a Customer, whether voluntarily at the customer's request or involuntarily due to noncompliance with these Terms of Service. This policy is adopted in accordance with Sec. 9-12 of the Code of Ordinances for the City of Holland. The procedures described herein are designed to ensure safe,

equitable, and lawful administration of Utility Service Disconnection and Termination across all Service types provided by HBPW.

A. Voluntary Disconnection of Service

Customers may request a voluntary Disconnect of Utility Service for reasons such as planned maintenance, construction, tree trimming, or other work requiring safe conditions on their premises. All such requests must be made through HBPW Customer Service in advance, unless there is an emergency, to ensure proper scheduling and safe handling. Disconnection of service will be performed in accordance with HBPW procedures and is subject to applicable fees and charges.

B. Voluntary Suspension of Service

All requests for suspension of Service shall be made through HBPW Customer Service. Except as otherwise set forth herein, HBPW shall not issue credits for service lapses due to vacations or other non-use of service. Notwithstanding the foregoing, a Customer may request a suspension of service, which will be honored for a minimum period of three (3) months and a maximum period of six (6) months. The Customer shall provide HBPW with the date the suspension of service shall commence and the date the suspension of service shall be lifted so that services resume. Only one suspension of service shall be allowed per 12-month period. Readiness to Serve charges shall not be prorated for Customer requested suspension of service.

C. Voluntary Termination of Service

A Customer may request voluntary Termination of Service to the Customer's Premise by providing written notice to HBPW, including the Premise address, Account information, and the requested termination date. This is typically applicable when building(s) on the Premise are scheduled for demolition or modification and Service is no longer needed. Upon approval, the HBPW will Disconnect and, if necessary, remove its infrastructure (e.g., meters, service lines) from the Premise. The Customer must ensure safe and unobstructed access for utility personnel to perform this work. Final billing will be based on the disconnection date and applicable meter readings. Once terminated, service restoration will require a new application and may be subject to additional fees and site inspection. HBPW reserves the right to delay termination where safety or regulatory concerns exist.

D. Involuntary Shut-Off / Termination of Service

This policy applies generally to all Customers of the HBPW who receive HBPW electric, water or broadband services. Policy statements that apply solely to Residential Customers are noted. It is the policy of HBPW to conform to all requirements of MCL 460.9q and MCL 123.166 with regard to residential utility shutoffs.

I. Disconnection Notice

Except where a shut off is necessary to maintain service quality, prevent damage to the relevant distribution system, prevent damage to property, or address an immediate risk to human safety or life, HBPW shall not Disconnect Service prior to sending a notice to the Customer by first-class mail not less than ten days before the date of the proposed shut off. HBPW shall maintain a record of the date the notice was sent.

II. Shut-off for Cause

Subject to the other requirements of these Terms of Service, HBPW may shut off Service to a Customer for any of the following:

1. The Customer has not paid a delinquent account that accrued within the last six (6) years;
2. The Customer has failed to provide a deposit or guarantee as required by these Terms of Service;
3. The Customer has violated any of the provisions set forth in these Terms of Service or any other law, rule, or regulation so as to adversely affect the safety of the Customer, HBPW Employees, any other persons, or the integrity of HBPW's system;
4. The Customer has engaged in unauthorized use of HBPW’s Service;
5. The Customer has failed to comply with the terms and conditions of a payment plan entered into with HBPW in accordance with these Terms of Service;
6. The Customer has refused to arrange access at reasonable times for the purpose of inspection, Meter Reading, maintenance, or replacement of equipment that is installed upon the Premises or for the removal of a Meter;
7. The Customer misrepresented his or her identity for the purpose of obtaining HBPW Service or put Service in another person's name without the permission of the other person;
8. A person living in the Customer's residence meets both of the following:
    a. Has a delinquent account for service with the HBPW within the past six years but remains unpaid, and
    b. The customer lived in the person’s residence when all or part of the debt was incurred. The HBPW may transfer the prorated amount of the debt to the customer's account based upon the length of time that the customer

resided in the person's residence so long as the customer was not a minor at the time.

III. Permissible Date and Time for Shut Off

HBPW may shut off service to a Customer on the date specified in the notice of shut off or at a reasonable time following that date. If HBPW does not shut off service and mails a subsequent notice, then HBPW shall not shut off service before the date specified in the subsequent notice. Shut off shall occur only between the hours of 8 a.m. and 4 p.m.

IV. Shut Off When Restoration Services Are Not Available

HBPW shall not shut off service on a day, or a day immediately preceding a day, when the services of HBPW are not available to the general public for the purpose of restoring service.

V. Customer Contact

1) Generally

For involuntary shut off of electric, water or broadband services, at least one day before the Service shut-off, HBPW shall make no less than one attempt, in addition to the notice of shut off, to contact the Customer by one or more of the following methods:

1. A personal or automated telephone call where direct contact is made with a member of the Customer's household or a message is recorded on an answering machine or voicemail;
2. First-class mail;
3. A personal visit to the Customer;
4. A written notice left at or on the Customer's door; or
5. Any other method approved by the Michigan Public Service Commission for regulated utilities.

2) Remote Shut Off

For an involuntary shut-off using a meter with remote shut-off capability, any notice shall state that the Disconnection of Service will be done remotely and that a provider representative will not return to the Premises before Disconnection.

3) Documentation; Contact by Telephone

HBPW shall document all attempts to contact the Customer. If contact is made by telephone, HBPW shall inform the Customer or other responsible Person that the Disconnection of Service is imminent and of the steps necessary to avoid shut off.

VI. Service Shutoff Resulting in Death or Serious Injury

HBPW shall notify the Michigan Public Service Commission of any shut off of electric Service that results in the death or serious injury of a residential customer. HBPW shall supply the commission any relevant information regarding the death or serious injury, including, the procedures followed during the shut off.

E. Restoration

HBPW shall restore service upon a Customer's request when the cause for the shut off has been cured or credit arrangements satisfactory to HBPW have been made.

In the event that the Customer qualifies for restoration and his or her household contains a meter that must be restored manually, HBPW shall make reasonable efforts to restore service to the Customer on the day requested, and no later than one working day after the Customer's request. If the meter has remote restoration capability, service shall be restored on the first working day after the Customer requests restoration, except in the case of documented equipment failure.

F. Residential Shut Off Restrictions

HBPW will not shut off Residential Service for any of the following reasons:

1. The Customer has not paid for concurrent Service received at a separate Premise or Service Location;
2. The Customer has not paid for Service at Premises not occupied by the Customer unless:
    a. The Customer supplies a written notarized statement that the Premises is unoccupied,
    b. The Premises is occupied and the occupant agrees, in writing, to the shut off of Service,
    c. It is not feasible to provide Service to the occupant as a Customer without a major revision of existing distribution facilities, or
    d. It is feasible to provide Service to the occupant as a Customer without a major revision of existing distribution facilities and the occupant refuses to put the Account in their name.
3. If the temperature forecast from the National Weather Service for Holland West Michigan Regional Airport (International Civil Aviation Organization Identifier: KBIV) (www.weather.gov) after 8:00 am on the day of the Disconnect is below 30 degrees Fahrenheit; or,

4. If the temperature forecast after 8:00 am on the day of disconnection, or the following day, is 95 degrees Fahrenheit or greater, eligible Senior Citizen Customers will not be disconnected on that day.

G. Commercial & Industrial Shut Off Restrictions

HBPW will not shut off Commercial or Industrial Service for the following reason:

The Customer has not paid for concurrent Service received at a separate Premise or Service Location.

H. Shut-Off Complaint Resolution

I. Complaint

In the event that an HBPW Customer believes that HBPW is in violation of this shut off policy or, MCL 460.9q and that the Customer's Service was shut off without merit, the Customer shall have the opportunity to file a complaint with HBPW Customer Service.

II. Initial Review

Upon a Customer's filing of a complaint, HBPW Customer Service shall review the decision to Disconnect the Customer's Service in a timely manner. If HBPW Customer Service finds that the Service was improperly Disconnected, it shall restore Service to the Customer. If HBPW Customer Service finds that the Disconnect was proper, it shall refer the complaint to the Utility Services Director, or in their absence the General Manager, for a final determination regarding the Disconnect.

III. Final Review

If the Utility Services Director or in their absence the General Manager finds that the Service was improperly shut off, HBPW shall restore service to the Customer. If the Utility Services Director, or in his/her absence the General Manager, finds that the shut off was proper, HBPW shall notify the Customer by first class mail of the decision.

I. Critical Care and Medical Emergency Residential Customers

The following subsections, I through III, only apply to electric and water services.

I. Disconnect Postponement

HBPW will postpone Disconnect of service for up to 21 days if a Customer is a Critical Care Customer or has a Medical Emergency. The Customer shall identify the medical condition, any medical or life-supporting equipment being used, and the specific time period during which the Disconnect will aggravate the Medical Emergency. If the Customer provides additional documentation or certification HBPW will postpone the shut-off for additional periods of up to 21 days for a total of not more than 63 days in any 12-month period per household member, but not longer than 126 days per household.

II. Service Restoration

If a Disconnect has occurred without postponement being obtained, HBPW will restore the service upon presentation of the appropriate documentation or certification. The service shall continue for up to 21 days. If the Customer provides additional documentation or certification, HBPW will postpone the Disconnect for additional periods of up to 21 days for a total of not more than 63 days.

III. Other Protections

Application for this protection does not prohibit a HBPW Customer from applying for separate protections.

J. Active-Duty Customers

Active-Duty Customers are residential households where:

1. The household income is reduced because the Customer, or the spouse of the Customer, is called to full-time active military service by the President of the United States or the Governor of the State of Michigan during a time of declared national or state emergency or war, and
2. Assistance is needed by the residential household to maintain service, and
3. The residential household has notified the provider of the need for assistance and has proven verification of the call to active-duty status.

I. Active-Duty Military Members, Disconnect Prohibited

HBPW shall not Disconnect Service to an active-duty Customer during his or her active-duty military-service for a period of up to Ninety (90) days. MCL 460.9c. In its sole discretion, HBPW can provide one or more extensions to the active-duty Customer.

II. Notification

An active-duty Customer shall notify HBPW of the end of his or her active-duty status as soon as that status is known.

III. Duty Not Void

Unless waived by the provider, this shut off protection does not void or limit the obligation of the active-duty Customer to pay for services received during his or her time of service.

IV. Payment Plan

In the event an active-duty Customer receives assistance, HBPW shall:

1. Establish a payment plan requiring minimum monthly payments that allows the active-duty Customer to pay any past amounts due over a reasonable time period not to exceed one year, and
2. Provide a qualifying Customer with information regarding any governmental, HBPW, or other assistance programs, and
3. Provide active-duty Customers with access to existing information on ways to minimize or conserve their service usage.

K. Senior Citizen and Low-Income Customers

I. Senior Citizen and Low-Income Customers, Disconnect Prohibited

HBPW shall not shut off electric service to an Eligible Customer (Eligible Senior Citizen or Eligible Low Income Customer) during the Heating Season for nonpayment of a delinquent Account if the Eligible Customer enters into a winter protection payment plan to pay HBPW a monthly amount equal to 7 (seven) percent of the estimated annual electric bill for the Eligible Customer, or the Eligible Customer and HBPW mutually agree upon a payment plan with different terms, and the Eligible Customer demonstrates, within 14 days of requesting shut off protection, that he or she has applied for state or federal heating assistance.

If an arrearage exists at the time an Eligible Customer applies for protection from shut off of electric service during the Heating Season, HBPW shall permit the customer to pay the arrearage in equal monthly installments between the date of application and the start of the subsequent Heating Season.

If a Customer fails to comply with the terms and conditions of a winter protection payment plan, HBPW may shut off electric service after giving the Customer proper notice.

II. Annual Survey, Eligible Senior Citizens

Consistent with State Law, MCL 460.9o, the HBPW shall, at least once per year, make efforts to identify Senior Citizen Customers by at least one of the following methods:

1. Conducting Customer interviews in person or by phone, including leaving a message on an answering machine or voice mail.
2. Obtaining information from a consumer reporting agency or consumer reporting service.
3. First-class mail.
4. A written notice left at or on the Customer's door.
5. On a utility bill or in a bill insert

L. Charges for Shut Off and Restoration

HBPW will assess the Customer charges once a disconnect order has been issued and the Meter has been disconnected and restored. Please refer to the fee schedule for applicable charges.

7. Social Security Number Policy

HPBW shall act in accordance with the Michigan Social Security Number Privacy Act, Act 454 of 2004 codified at MCL 445.81 et seq. regarding social security number privacy, in writing or digitally.

HBPW is committed to properly preserving the privacy of social security numbers as provided by the Act and other applicable law. Physical, electronic, and managerial procedures have been employed by HBPW to safeguard the security of personal information, including social security numbers and information relating to the amount of utility usage, the amount of a Customer's utility bill, and Account history. Social security numbers are maintained in a secure environment and treated as confidential, and HBPW expects and requires that all employees and agents who use or have access to any social security numbers adhere to the highest degree of confidentiality.

HBPW prohibits any unlawful disclosure of social security numbers and prohibits any employee or agent from maintaining, accessing, viewing, or using for their own personal purposes the social security number of another individual. For HBPW's official purposes, authorized personnel (i.e. employees and agents who have an official need

for this information) are allowed to maintain, access, view, or transmit records and documents containing social security numbers as a means of identification, internal verification, or other administrative purposes, in addition to carrying out debt collection, in compliance with the Act and other applicable law. When necessary, documents that contain social security numbers will be properly destroyed by a method that prevents display of the whole social security number.

Any HBPW employee or agent who violates this privacy policy will be subjected to discipline up to and including discharge, as determined appropriate by HBPW, and any other liability or punishment imposed by the Act or other applicable law.

Any questions or concerns regarding social security number privacy should be promptly directed to the HBPW Customer Service Manager.

8. Online Account Privacy, Terms & Conditions

Access to the Online Account is subject to authentication requirements and is governed by HBPW's Terms of Service, the HBPW Customer Portal Terms & Conditions, and the Privacy Policy. HBPW's Online Account, including access and related digital tools, are governed by our Privacy Policy and Customer Portal Terms & Conditions, which include information about data collection, usage, and cookies. The most current versions of these policies are available at:

www.hollandbpw.com/privacy

www.hollandbpw.com/myhbpw-terms

By using HBPW's Online Account, you agree to be bound by these policies. HBPW reserves the right to update or modify the Privacy Policy, Terms & Conditions, and associated practices at any time without prior notice. Continued use of Online Account following any such changes constitutes acceptance of those changes.

For any questions or concerns regarding these policies, please contact:
customerservice@hollandbpw.com

9. Theft & Tampering With Meters

HBPW takes theft, tampering, and unauthorized use of Utility Services seriously. HBPW will investigate cases of suspected utility theft, tampering, and fraud. All cases, where

there is sufficient evidence, will be turned over to the City of Holland Police Department, Allegan County Sheriff's Office, Ottawa County Sheriff's Office and/or the City Attorney.

This section shall supplement and not be in lieu of any provision of state law, including but not limited to MCL 750.282. Tampering with a Meter may constitute a violation of Section 9-15, a class 2 municipal civil infraction, or a violation of Sec. 20-3(20), a misdemeanor, under of the City of Holland Code of Ordinances and shall be subject to prosecution pursuant to applicable provisions of the City Charter and State Law.

HBPW will attempt to recover all charges that were intentionally avoided or not paid, plus all monthly-accrued late fees. In addition, a six (6) percent 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.

If the actual amount of Utility Service lost to the theft or diversion cannot be determined, the amount will be estimated using previous Account history. If neither the actual amount of Service nor an estimated amount of Service for the particular Account can be determined, the Account shall 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.

A Tampering Fee shall be charged in any instance where it is found that a Meter or any part of HBPW owned equipment has been tampered with, regardless if theft of Services occurred or not. This fee shall include both the cost of repair and an applicable service call charge.

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

10. Property Access and Restoration

A. Access to Premises

Employees of HBPW shall have the right to enter upon the premises of any Customer at any time during normal business hours for the purpose of Meter or HBPW-owned equipment examination, testing, changing and/or moving any HBPW equipment, meters, apparatus, and/or wiring, making a connected load count, or measuring the Customer's utility usage.

Holland City Code §9.9, §37-6, and §37-7.

B. Right of Way and Easement Restoration

HBPW utility equipment (fire hydrants, poles, transformers, etc.) is often located in the road right-of-way or within implied, prescriptive, or express easements provided on a Customer's Premises. Landscaping (lawns, shrubs, trees, flowers, plants, stone, mulch, etc.) shall not be located so as to prevent access to HBPW utility equipment.

In the event this policy is disregarded, and installed landscaping is disturbed during work to maintain and/or replace HBPW utility equipment, HBPW shall not be held responsible for repair or replacement of disturbed landscaping, trees, fencing, structures or other items placed in the right-of-way.

Restoration of work to maintain, repair or replace components in the right-of-way or designated utility space is limited to replacement of any disturbed streets, driveways, curbs, sidewalks or parking lots and reseeding of turf areas for erosion control. For designated utility easements, restoration of paved surfaces is limited to those incorporated into the easement, or in existence at the time of execution of the easement.

Water Terms of Service

11. Water Service Area

Please use the link below to view a map and description of the HBPW water service territory: https://www.hollandbpw.com/en/water

12. Definitions

- **Assessment:** Payment required due to a public work that has benefited a parcel.
- **Appurtenances**: Any device, piping, equipment, or accessory connected to the distribution system that is used for the delivery of water or maintenance of the system.
- **Curb Value**: A valve that is located on the Customer water service that delineates between Customer Piping and Customer water service. The valve is typically located seven feet (7') inside the public right-of-way or at the edge of the Water Main easement.
- **Cross-Connection:** A physical interconnection, arrangement or condition of the Customer's plumbing through which the potable water furnished by HBPW's Water Distribution System could become contaminated if backflow takes place.

- **Customer Piping:** A piping system owned or controlled by the Customer that conveys water from the Service Location throughout the Customer's Premises.
- **Demand:** The rate of water delivered at a given point.
- **Facilities:** A general term which includes pipes, fittings, valves, fire hydrants, associated structures and the like, used as a part of or in connection with a water installation.
- **Fire Service:** Those pipes, valves, backflow devices and appurtenances installed from the Water Main to the Customer's premises for the sole purpose of providing water for firefighting on the served premises.
- **Meter Setting:** Pipes, valves and appurtenances that house the water meter.
- **Meter Transmitter Unit (MTU)**: The radio unit connected to the water meter and sends usage readings to the HBPW.
- **Private Fire Hydrant:** The hydrant and appurtenances owned and maintained by the Customer, installed on Customer Piping on private property to provide water primarily for firefighting purposes.
- **Public Fire Hydrant:** The hydrant and appurtenances owned and maintained by the HBPW, installed on public Water Mains within public right-of-way or in HBPW approved easements to provide water primarily for firefighting purposes for public benefit.
- **Service Stub:** A piping system owned or controlled by the Customer that convey water from the Service Location throughout the Customer's Premises.
- **Trench:** A cut in the ground in which cables, pipes, etc. are installed.
- **Trunkage:** Payment to offset the additional infrastructure (not local to the Customer location) required to service additional Customers. For example, additional or improved pumps, treatment capacity, and storage are required as Customers are added to the system.
- **Water Distribution System:** The system of Water Mains, pipes, pumps, motors, fittings, tanks, valves, fire hydrants and all equipment and appurtenances thereto, necessary to distribute water to Customer water services.
- **Water Main:** A pipe owned and maintained by the HBPW installed in a public right-of-way or easement that conveys water to a Customer water service or to a fire hydrant.

13. Service Conditions

A. Description of Service

HBPW treats and distributes potable water, meeting standards established by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), for public use throughout its service area.

HBPW provides two types of services: metered service and non-metered service. Non-metered services are designed for the sole purpose of supplying water to fire protection services.

HBPW is responsible for and will maintain the Water Distribution System within the City of Holland and in portions of the Townships served by the system and defined by legal agreements between the HBPW and the Townships. The Water Distribution System consists of all Water Mains that are available to supply water to more than one water Customer service line.

B. Access

HBPW's authorized personnel or agents shall have access to the Customer Premises at all reasonable hours for all purposes necessary to operate and maintain water service, including without limitation:

1. Install, inspect, observe, read, repair, maintain, test or remove its Meters or MTUs.
2. Install, operate and maintain other HBPW equipment or Facilities.
3. Inspect Fire Service installations, Customer Piping, and backflow devices.
4. Survey for cross connection hazards.
5. Determine the connected water Demand.

If, for any reason beyond its control, HBPW is unable to read a Meter, operate, maintain or make inspection, including but not limited to, reasons such as Premises being locked or Meter being inaccessible, then after due written notice to the customer, the water service may be Disconnected until such time as arrangements have been made to permit access for HBPW inspection and approval and the customer has paid the appropriate disconnection and reconnection fees.

C. Customer Responsibilities

The Customer shall, at the Customer's own risk and expense, furnish, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying, and utilizing water.

I. Protection of Customer's Equipment

The Customer shall be responsible for installing suitable safety switches, alarms, low pressure or water-flow cut-offs, etc., on all equipment which depend upon water service

for protection against damage or failure. This Customer equipment protects against interruption of flow or drop in pressure in the HBPW's water supply. No claim shall be made against the HBPW for interruption of water supply.

II. Water Service Connection Applications

New connections to the Water Distribution System require approval from the local municipal authority. New City of Holland water service connection applications are issued by HBPW and can be completed online or via an application form obtained at the HBPW Service Center or HBPW website. For connections in the Townships, service applications and plumbing permits are issued at the respective Township office. Plumbing permits in the City of Holland are issued by the Plumbing Inspector at City Hall.

Water Service applications shall be supplemented with plans, specifications or other information when requesting a water service connection that is larger than two (2) inches or when requested by HBPW due to non-standard site conditions.

The applicant is responsible for payment of any charges or fees incurred for connecting to the water system in accordance with the Fee Schedule.

All connections to the water system are to be made by HBPW personnel. Any customer or contractor found to have made a connection to the water system without approval by HBPW, or in the absence of HBPW personnel, may be assessed a Tampering Fee, restricted from future work involving HBPW Utilities, and Service to the customer may be permanently terminated.

14. Use of Service

A. Customer Piping and Equipment

The Customer is responsible for all Service piping downstream of the HBPW owned shutoff valve. For domestic Services this valve is typically located near the edge of the public right-of-way. For Fire Services the delineation of ownership shall be after the first shutoff valve from the Water Main, or at the easement/right-of-way (whichever is closest to the Water Main).

HBPW may deny or Terminate Service to any Customer whose water piping or equipment constitutes a hazard to water quality, the HBPW's employees, HBPW equipment, or its service to others.

Alterations to the Customer water Service or associated equipment are prohibited without a plumbing permit acquired from the local municipality having jurisdiction.

If the Customer Piping is found to be leaking before the Meter, the Customer will be notified and is subject to shut off. If the leak is causing damage to property (i.e. washing out or eroding the soils, causing flooding or dangerous icy conditions, etc.) HBPW will shut off water to the Service immediately. The Customer is responsible for maintaining awareness of their internal plumbing conditions and promptly notifying HBPW of any leaks from the HBPW owned water Meters. HBPW shall not be liable for excessive damage caused to private property from long-term leakage due to the failure of the Customer to check the condition of the water Meter.

B. Water Quality and Disturbances

The Customer shall operate equipment in a manner that does not cause surges, backpressure, water hammer or other problems in the Water Distribution System or to other customers. If HBPW notifies the Customer of such a condition, the Customer shall discontinue operation of equipment causing such condition until a correction has been made. If the Customer does not remedy the condition within HBPW requested time frame, HBPW will discontinue or Terminate service until the Customer has remedied the situation and has paid fees for reconnections.

C. Termination of Service

In the case of utility termination due to building demolition, partial or full basement installation, foundation replacement or house moving, the following steps have been established:

1. A Request for Utility Service Termination must be completed by the Customer or the agent.
2. All services must be terminated at the main unless otherwise approved by HBPW.
3. City if Holland Customers must request a permit for building demolition, partial or full basement installation, foundation replacement or house moving from the City’s Community & Neighborhood Services Department. Township Customers must request a permit from their township of residence.
4. A seven-business day advanced notice is required for scheduling HBPW water service terminations.

5. The building demolition, partial or full basement installation, foundation replacement or house moving permit will not be issued until the utility termination has been completed.
6. The applicant, owner or agent will be billed for the service based on the Fee Schedule.

D. Disconnects and Resumes

1. HBPW requires that Customers requesting additional services for disconnecting and/or resuming water services be billed according to HBPW fee schedule to cover the cost of these services. Among the services performed which incur additional costs are: disconnects and resumes for non-payment; seasonal disconnects and resumes; and Customer requests for service during non-business hours (unless they are for emergency repairs on HBPW equipment).
2. Seasonal disconnects and resumes will involve the shut off of the service at the curb box. Service crews will only remove the Meter and plug the lines if the Meter is exposed to the elements. The Customer is responsible for winterizing the water Meter along with the remainder of the plumbing in the home but may not remove the Meter.
3. The Customer is required to pay all normal water charges until the date of disconnection.
4. Disconnects and resumes of water service shall be accomplished only by HBPW services personnel. It is strongly recommended that a Customer be available at the premises at the time the water is turned on or off. The water service technician may decide, at their discretion, not to perform the service requested in the absence of the Customer. This decision will be based on the potential damage that may occur due to faulty plumbing within the building or due to the possibility of freezing if the building is not properly winterized. HBPW will not be held liable for damage occurring during disconnects/resumes as the result of faulty plumbing within the Customer's home or business, or as the result of improper winterization of the Customer's plumbing.
5. After receiving training and approval to do so by HBPW, businesses or organizations with adequately trained staff may seasonally remove irrigation Meters with notification to HBPW. Meters shall be labeled and tagged with the size and location of the Meter, and reinstalled in the exact same location and in the same manner as its previous configuration.
6. If a disconnection of water service is made due to non-compliance with any terms by the Customer, any labor or material to disconnect or resume the water service shall be charged to the Customer.
7. All charges due for the disconnection of water service must be paid by the Customer before water service is resumed.

E. Water Use Reduction Plan

During periods of high Demand, customers may be asked to act according to the following water use reduction policy. The Water Use Reduction Plan is to be implemented during times of unusually high peak water Demands, water shortage or severe drought and consists of five stages which may be implemented at any level depending on the severity of the situation. Restrictions may be increased or decreased at any time as conditions warrant. Decisions regarding the stage to be implemented will be made based on the judgment of HBPW staff.

I. Public Awareness

Customers will be informed of the possibility of restricted water use and asked to restrict their use of water voluntarily.

II. Odd-Even Lawn Sprinkling

All Customers whose addresses end in an odd number will be allowed to sprinkle any time only on odd numbered dates; Customers with even-number addresses may sprinkle any time only on even numbered dates.

III. Odd-Even Sprinkling—Midnight to Noon

Same as above, except all permitted sprinkling activity must occur between the hours of midnight and noon. All sprinkling, regardless of address, will be prohibited from noon to midnight.

IV. Total Ban on Sprinkling and Non-essential Use of Water

Non-essential use of water examples include:

- Non-commercial car washes
- Washing of exterior surfaces (i.e. driveways, homes, and walks)
- Other non-essential uses as determined by HBPW

If it is determined water use restrictions are necessary, the limitation or prohibition shall take effect immediately.

15. Metering

All Service connections, except Fire Services, shall be metered. Meters shall be set horizontally in a clean, easily accessible and suitable place.

All Meters and MTUs installed by HBPW shall remain the property of HBPW. HBPW reserves the right to size metering equipment.

Meter costs are charged for initial installations to recover the first-time expense of the meter. Meters replaced due to failure or normal wear and age are not charged to the Customer.

A. Temporary Metering

Temporary metered water service for periods of less than 10 months is available to contractors and others for construction. The applicant shall pay the current installation charge for the meter size requested and shall be responsible for protecting the meter from damage, freezing, cross connections, and backflow events. Such installations must be made in a manner so that unauthorized persons cannot remove the meter or interfere with its proper registration of the water taken from the service. Charges for water furnished through a temporary service connection shall be at the established rates. Temporary construction metering receives the benefit of avoiding Trunkage fees, however, Assessments may still be required.

B. Meter Location

1. A proper location for each meter shall be provided by the Customer. The location shall be readily accessible and well ventilated. Such space shall be kept free from all obstructions, fixtures, etc. within three (3) feet from the Meter. A clear overhead space of at least six (6) feet shall be provided. For overall space requirements of the Meter connection, check with HBPW. The location must be approved by authorized HBPW personnel. The Customer must provide a proper location for the MTU on the outside of the building, as well as access to run wiring from the Meter to the MTU and must maintain easy accessibility to the MTU for purposes of reading it.
2. The Customer shall install valves at the inlet and outlet sides of the Meter Setting and shall maintain them in good repair. For Services two (2) inches in diameter and smaller, the valves must be Water/Oil/Gas (WOG) ball valves. For larger Services the valves must be of the resilient wedge type.
3. A Meter shall be provided for each Service line entering a building unless a master Meter for the parcel is installed at the public right-of-way boundary.

Where, because of the number of tenants, it is the desire of the building owner to Meter each tenant’s water separately, a Meter manifold may be permitted by the HBPW, provided:

1. A metering room is made available by the owner for housing the water Meters. Said room shall have access via common space (i.e. not through a private apartment or unit). The metering room and a key for the door shall be provided by the Customer at their expense.
2. The Customer and/or owner installs a valve on the inlet and outlet side of each Meter-setting.
3. The Customer and/or owner installs a valve at the point where the primary feed line enters each apartment or office.
4. That each Meter serves only one office or apartment unit with no interconnecting piping allowed between units.

C. Meter Horns and Ball Valves

HBPW requires the use of meter horns for five-eighths inch (5/8”), three-fourths inch (3/4”) and one inch (1”) Meter installations. These requirements pertain to new Service installations, Service replacements and installation of additional Meters. The meter horn and ball valves are provided and maintained by the Customer.

See HBPW’s Design and Construction Standards for additional details.

D. Maintenance of Meters, Meter Connections and MTUs

HBPW shall maintain all standard water Meters and MTUs. The Customer however, shall be held liable for protecting the Meter and MTU from damage including, but not limited to, damage by freezing, heat, construction, building renovations, and negligence or willful damage by the owner, tenants, or contractors. Any Meter or MTU so damaged shall be repaired or replaced by the HBPW, and the cost thereof shall be billed to the Customer. The Customer shall also be responsible for a service call charge in addition to the Meter replacement charge.

No person shall tamper with any Meter or MTU or remove or break any seal placed on a Meter. Evidence that such tampering has occurred will result in the charging of a Tampering Fee.

E. Meter Calibration

A Customer who believes that the Meter may not be measuring water consumed accurately may request a test be performed to determine the Meter’s accuracy. HBPW will test the accuracy of the Meter at its own expense. If the Meter is found to be inaccurate by more than two (2) percent high or low, HBPW will adjust the Customer’s bill according to the current billing policy at the time of the test. If the Meter is found to

be accurate within two (2) percent, then the Customer will be charged for the Meter testing and a service call.

F. Bypasses Around Meters

Bypasses may be plumbed around large commercial or industrial Meters with prior written approval from HBPW. If the bypass also bypasses the principle backflow preventer, then the bypass must also have adequate backflow prevention. The bypass must have a lockable valve and HBPW will install its own lock on the bypass valve. Tampering with the lock will result in immediate termination of Services and result in a HBPW Utility Theft Investigation.

G. Upsizing/Downsizing Meters

Customers wishing to increase or decrease the size of their Meter may make a request to HBPW for the new Meter size. HBPW will review the request and will review Demand data provided from the Customer. HBPW reserves the right to size the Meter according to Customer water Demand. The Customer is responsible for hiring a plumbing contractor to install an appropriately sized Meter horn prior to the installation of the new Meter.

Upsizing a Meter requires additional payment for Trunkage, provided a larger Meter was not at this address in the past ten (10) years. A Trunkage credit will be given for the size of the previous Meter removed when applying the Trunkage charges or new Meter fees.

16. Application of Rates

A. Charges

HBPW shall from time to time establish charges for the use of and connection to the city water system. All users are required to pay the applicable rates for connection to the system and for water use. Frontage Assessment charges shall be based on the lineal feet of property at the right of way that front a water main. Properties with water main on more than one side shall receive a 150ft corner credit against the total footage.

B. User Responsibility for Charges

Any persons, association, or corporation who takes possession of premises where water supply has been shut off by HBPW and uses water without proper application for water Service shall be responsible for all charges for water Service. The amount of such

charges shall be determined by HBPW either by Meter reading or on the basis of calculated consumption for the time water was used. Meter usage on vacant accounts will default to the last known user.

C. Connection Fees, Assessments & Trunkage Charges

For more details on charges for water including lateral fees, special Assessments, and Trunkage charges please reference the City of Holland Ordinance Code, Chapter 37: Water.

17. Services

All water Service connections to water mains must comply with the standards and specifications set forth by the HBPW and the Michigan Plumbing Code. All such lines and connections must be inspected either by HBPW personnel and the local licensed plumbing inspector to ensure compliance. See HBPW's Design and Construction Standards for additional details.

All Customer Service connections are for the exclusive use of the building in which the Service is connected and shall not be shared with or extended by the Customer to another building.

HBPW shall not be responsible for damage to Customer property caused by spigots, faucets, valves, and other equipment that are open when water is turned on at the curb box.

The Customer owns and shall maintain, including repair of any leaks, the Service pipe from the curb stop in the right-of-way to the HBPW Meter.

A. Installation of Service Lines

1. All locations of water Service lines shall be approved by HBPW.
2. The installation of all water Services shall be under the direction of and subject to approval by HBPW. Only duly authorized persons shall be permitted to install a Service connection from HBPW's distribution main to the Customer's premises.
3. Each separate building must have its own water Service connection to the distribution main. Any deviations from this policy must have written approval from the HBPW.

4. The Customer shall pay for all labor and material required for the installation of the Service line from the water distribution main to the Customer’s water Meter location.
5. Each Service shall consist of a corporation stop, necessary tubing or piping and curb stop complete with service box. New connections will be supplied curb boxes at no charge by HBPW.
6. Customer Service connections shall be installed from the water main to the Customer’s building in the most direct manner consistent with good engineering practice. The pipe comprising the connection shall cross only that legally described property upon which the building to be served is located unless an easement is acquired and approved by HBPW.
7. Property owners are allowed to connect to an existing water Service Stub outside of the right of way as long as it is their own service. The private property owner is not allowed to alter or interfere with that portion of the Service owned by HBPW.
8. At the time the new Service is installed, all existing unused services must be terminated and abandoned. Such terminations must be inspected and approved by HBPW personnel.
9. All work performed in the public right-of-way or dedicated easement must be inspected and approved by HBPW. Installation of water Services shall be done in accordance with HBPW specifications.
10. Water Services from the house to the distribution main shall not be backfilled until inspection and approval has been given by the local licensed plumbing inspector.
11. As encountered, a Customer, plumber, or contractor working on a private-side service replacement or repair will be billed for any damage and removal of sand and debris from Customer Meters after restoration of water Service.

B. Maintenance and Replacement of Service Connection, Thawing of Services

It is the intent of HBPW that all underground water pipes in the right-of-way from the water main to the Customer's property line or curb stop, whichever comes first, be maintained by the HBPW. This maintenance includes repair of leaking water Service, curb box maintenance, and curb stop replacement.

In case of frozen water lines within the right-of-way, HBPW shall provide a thawing operation according to the following policy:

1. HBPW will respond to requests to thaw frozen Services.

2. If the freezing occurs in the portion of the water Service belonging to the HBPW (i.e. from the main to the curb stop) the Customer will not be charged for thawing operations.
3. HBPW will bear the cost of lowering its portion of the water Service if the freezing problem has been caused by the shallow depth of the Service.
4. HBPW may authorize the Customer to run water to prevent additional freezing until the replacement can be made. Additional authorized water usage will be estimated and deducted from the Customer's water bill.
5. If the freezing occurs after HBPW has lowered the water Service from the main to the curb stop, the Customer shall be responsible for the cost of thawing the Service.
6. If the freezing problem is in the Customer's portion of the service, the expense of rectifying the problem, should the Customer choose to do so, is the responsibility of the Customer.
7. Any damage caused to the Customer's portion of the service because of freezing and/or thawing shall be repaired at the Customer's expense.

A leaking Service in the right-of-way between the curb stop and the distribution main shall be terminated and replaced by the same size Service, but not less than one inch (1") in diameter. HBPW shall be responsible for the work and absorb the cost.

If a Customer elects to replace their portion of the water Service due to inadequate flow caused by blockage in older pipes, HBPW, upon application by the Customer, will replace the portion of the water service from the main to the curb stop, thus ensuring adequate flow throughout the service. HBPW will replace the Service provided that the portion of the service from the main to the curb is approximately the same age as the Customer's portion and that HBPW confirms the low flow conditions.

A water customer whose current Service is in sound working order, but who wants a larger Service installed, must absorb the entire cost of replacement from the main to the building. The Customer's plumbing contractor must terminate the old service at the time replacement occurs.

HBPW shall not be responsible for any loss or damage caused by improper installation of such water equipment or the negligence, want of proper care or wrongful act of the Customer or any of their tenants, agents, employees or contractors in installing, maintaining, using, operating, or interfering with such equipment.

C. Control of Water Service

No person other than an employee of the HBPW, or a licensed plumber authorized by the HBPW, shall open or close the shut off valve (curb stop in the right-of-way) on the Customer's Service Connection.

D. Water Service Line Replacement as Required by the Lead and Copper Rule

Certain water Services maintained by the HBPW meet the definition of a lead service line in accordance with R 325.10410 of 2018 MR 11 (effective June 14, 2018), adopted by the Michigan Department of Environmental Quality pursuant to Section 5 of the Public Act 399 of 1976, MCL 325.1005 Lead and Copper Rule (LCR). The LCR defines a lead service line as either a service line which is made of lead or any lead pigtail, lead gooseneck, or other lead fitting that is connected to the service line, or both.

The HBPW, pursuant to the required timing and rules outlined by the LCR, is responsible to install a new non-lead service line, including the Customer owned portion, at the HBPW's expense. At the time replacement is requested by HBPW, the Customer may choose to either:

- Execute an access agreement, allowing the HBPW, its employees, agents, or contractors to enter on the property to construct and install the new non-lead service line.
- Execute a declination of service line replacement which advises the Customer that such declination could result in required service line replacement at the end of the schedule for replacement (January 1, 2041). The Customer shall also permit water sampling and testing pursuant to the requirements of the LCR.

Customers who refuse to comply with either option may have water service shut off after proper notice as described in Section 6 of the General Terms of Service.

After installation of the new, non-lead service line, the responsibility of the Customer and the HBPW shall revert to the responsibilities prior to the installation of the new, non-lead service line. After the expiration of any warranty period, the Customer shall hold the City harmless and free from any claim or liability of damage done in the performance of the water service line replacement.

Any existing galvanized iron water service must be treated as a lead service line, and any repair or replacement of such services requires prior notification to HBPW. Failure

to provide such notification may result in a Tampering Fee and could result in the entity performing the work restricted from future work involving HBPW utilities.

When HBPW is required to replace the utility owned portion of a failed galvanized iron water service, the Customer shall also replace the customer-owned portion of the galvanized iron water service, at HBPW expense.

E. Fire Service

Unmetered water Service for the sole purpose of fire protection is available. A flat monthly rate, based on the size of the Service and other factors, shall be charged for such Services.

A Fire Service connection will be furnished only if adequate provisions are made to prevent the use of water from such Service for purposes other than fire extinguishing or maintenance of the firefighting system. The size of the Service connection to the distribution main shall be subject to the approval or disapproval of HBPW.

Connections for domestic use must be made outside of the building, upstream of any post indicator valve and/or backflow preventer on the Fire Service and require the installation of a separate curb stop and valve box.

A minimum of a double check valve assembly is required on all new fire protection Services. For combined domestic water/fire protection Services with fire department pumper connections, the installation of a reduced pressure backflow preventer is required.

See HBPW’s Design and Construction Standards for additional details.

I. Fire Hydrant Use

HBPW may approve the use of fire hydrants for purposes other than fire protection and distribution system maintenance. Such purposes may include provision of a temporary water Service for construction, irrigation, drinking fountains, and swimming pools.

A person who wishes to apply for permission to use a fire hydrant must complete an application online or at the HBPW Service Center. Approval of the application is at the sole discretion of HBPW.

All water drawn from a fire hydrant will be metered using a temporary Meter provided by HBPW. The user will be charged a rate according to the fee schedule for water use.

A rental charge will be required for the use of the hydrant and the backflow prevention device. Rental rates will be charged according to the Fee schedule. Unpaid rental fees will be added to a Customer's utility bill, or sent to a collection agency if renter is not a Customer.

1) Metered Hydrant Usage Rules

1. Hydrants must be fully opened and controlled with a Meter valve.
2. Meters shall not be attached overnight and shall be brought in at the end of each work day.
3. Any persons using water from a fire hydrant must use backflow prevention equipment that is either provided by or approved by HBPW.
4. The user is responsible for the cost of repair or replacement due to loss of or damage to hydrants and equipment issued and will be charged a replacement fee for any equipment not returned to HBPW in usable condition.
5. If a user does not comply with the above usage rules, HBPW may prohibit them from further use of hydrants.
6. Hydrants must be visible and kept clear of vegetation and obstructions that would impede their use.
7. Hydrant Meters are not available and shall not be used during winter months or periods of freezing temperatures.

II. Private Fire Hydrants

- Private hydrants are not permitted without HBPW and local fire department approval.
- Private hydrants must be painted all red.
- Private hydrants must always be operational and shall be maintained in accordance with the requirements of the local Fire Marshal.
- Private hydrants must be visible and kept clear of vegetation and obstructions that would impede their use.
- Weep drains in private hydrants must be plugged.
- Private hydrants may only be used for fire system maintenance if an HBPW issued hydrant Meter and backflow preventer are used.
- All water drawn from a private hydrant will be metered and charged using a temporary Meter and backflow prevention device provided by HBPW. The user will be charged a rate according to the Fee Schedule for water use.
- A rental charge will be required for the use of the hydrant and the Meter and backflow prevention device. Rental rates will be charged according to the current Fee Schedule.

- Construction of Private Fire Hydrants and distribution mains shall follow HBPW design and construction standards for potable water distribution main construction.

III. Remote Fire Department Connections

Fire marshal or local jurisdictional fire department personnel shall witness underground piping installation for remote connections.

Installations require a ball drip valve downstream of a double check valve assembly, as well as the following:

1. Soils must be well draining (sand or gravel); and
2. Groundwater levels must be below the draining valve; and
3. There is no evidence or record of groundwater contamination in the area; and
4. Ball drip valve is placed on a minimum of six inches (6”) of pea stone. Installation shall include a tile (drain pit) to the surface with an access cover so soil and groundwater conditions can be verified. Ball drip valve cannot be installed in a sealed pit or vault unless it drains via gravity to an open air situation (i.e. a pit is installed with a drain away to the side of a bank; draining to a storm sewer is not allowed).

If the above conditions cannot be met, then a drain pit is not required but a Reduced Pressure Zone backflow preventer (RPZ) must be installed on the Fire Service inside the building.

IV. Automated Sprinkler System

If an automated sprinkler system is installed, the local building official will approve and inspect the plans, internal piping and installation of the required backflow preventer. The local building official will require records of a flow test on the Water Main for supply pressures and flow rates. The flow test shall have been conducted recently and reflect current system conditions.

1) Backflow Preventer

1. Installation shall be the appropriate double check valve assembly, or an RPZ assembly. Double Check Detector Assemblies (DCDA) and Reduced Pressure Detector Assemblies (RPDA) are not allowed since HBPW does not read the detector Meters.
2. Backflow preventers are not required on the fire suppression system for deluge, pre-action or dry pipe systems. However, if a remote fire department connection

with a ball drip valve is installed on one of these systems, backflow prevention will be required.

3. Installation shall be per ASSE Seal Authorizations including direction of flow (horizontal, vertical flow up, etc.). Assembly must include listed valves and test cocks.
4. Backflow preventers shall be tested (Michigan Plumbing Code 312.9.2) at time of installation, with a copy submitted to HBPW, and tested at regular intervals thereafter in accordance with the HBPW Cross Connection Control Program.

18. Booster Pumps

Where the Customer uses a booster pump to increase pressure to the Customer's internal plumbing, the pump shall be of such capacity to maintain the suction side of the pump at or above 20 psi.

Where a jockey pump is used to maintain pressure on fire sprinkler systems or other unmetered Fire Service, the jockey pump must take suction from a metered Customer water Service.

The Customer shall ensure boosted pressure will not cause backflow into HBPW's Water Distribution System. All booster pumps having a capacity that could propagate pressure waves in the Water Distribution System during start-up and shut-down shall have modulating valves installed on the discharge so that start-up or shut-down pressure surges will not be generated back into HBPW's Water Distribution System.

19. Cross-Connection Control

Any user of water from the Holland BPW Water Distribution System shall comply with the City of Holland Cross-Connection Control Program.

Cross-Connections of the public water supply system including, but not limited to, the following are prohibited:

- Between a public water supply system and a secondary water supply
- By submerged inlet
- Between a lawn sprinkling system and the public water supply system
- Between a public water supply system and piping which may contain sanitary waste or a chemical contaminant
- Between a public water supply system and piping immersed in a tank or vessel which may contain a contaminant

HBPW shall have the authority to inspect any premises to determine the presence of an existing cross-connection. If a Cross-Connection is discovered, the expense of its elimination shall be that of the property owner on which such Cross-Connection exists. The amount of time allowed for completion of the necessary corrections shall be determined by the degree of hazard involved.

Any user of the Holland Water Distribution System shall obtain approval from HBPW for any proposed corrective action or protective device before use or installation. No person or persons shall remove a backflow prevention device without permission of HBPW.

When a secondary water supply is used in addition to the public water supply, exposed public water and secondary water piping shall be identified by distinguishing colors or metal tags. These identifying markings shall be maintained so that each pipe may be traced readily in its entirety. Identifying piping adequately will make it necessary to protect the public water supply at the service line valve in a manner acceptable to HBPW.

HBPW shall discontinue water Service after reasonable notice to any Customer owning any property where a Cross-Connection in violation of this ordinance exists. The Customer may also be responsible for a service call or shut-off fee as appropriate. If the correction has not been made in such time as ordered, HBPW shall physically separate the Water Distribution System from such Customer piping system in such a manner that the two systems cannot again be connected by an unauthorized person. HBPW may take such other precautionary measures as necessary to eliminate any danger of contamination to the Holland Water Distribution System. Service to such property shall not be restored until such Cross-Connection has been eliminated.

Any person causing contamination of the water supply due to backflow shall indemnify HBPW for any additional expenses, including attorney fees, and costs caused by such a backflow, or any other pertinent factors.

A. Cross-Connection Ordinances

See Chapter 37 of the City of Holland Ordinance Code for the Cross-Connection Control Program Ordinances.

B. Installation of Backflow Prevention Devices

The Customer will be required to install a backflow prevention device on a Customer water Service to assure containment when the HBPW determines that an unprotected

Cross-Connection exists. The backflow prevention device shall be purchased, installed, tested and maintained by the Customer. The Customer must obtain HBPW's approval of the type and manufacturer of the device. The Customer shall install the device at the termination of the Customer water Service at the outlet side of the secondary valve and shall be installed in accordance with good design practice. Unprotected bypasses are not permitted.

If, in the opinion of HBPW, the building use represents an extreme hazard, or that multiple hazards exist within the building, or Customer Piping (internal or external) is too complex to provide for reasonable inspection, or there exist a high potential for future cross connections, a backflow prevention device may be required at the Service Location, in addition to internal protection.

C. Inspection and Maintenance of Backflow Prevention Devices

Backflow prevention devices must be installed in an area that will permit easy access for inspection, testing, and maintenance. HBPW shall specify inspection and testing of all backflow prevention devices on a regular schedule. If a device is found to be defective, the Customer shall repair or replace the equipment as necessary within thirty days. The Customer shall then notify HBPW of compliance. Test results shall be sent to the HBPW Water/Wastewater Services Department. HBPW will conduct a follow up inspection to ensure compliance.

The Customer shall permit access for inspection by HBPW of any backflow prevention devices and all internal plumbing with reasonable prior notice.

D. Compliance

The Customer must immediately correct any potentially hazardous backflow condition found during an inspection of internal plumbing. Failure to take adequate corrective action may result in termination of water Service.

E. Severe Hazard Locations

Customer water Services serving the following Facilities must be protected against backflow. A safe air gap or reduced pressure backflow preventer is generally specified for the following uses:

- Hospitals, clinics, sanitariums and biological research centers
- Morgues, funeral homes and other places with autopsy Facilities

- Waste-treatment plants (both solid and liquid waste)
- Chemical plating plants
- Industrial plants having complex plumbing systems not visually traceable in their entirety
- Premises with an auxiliary water supply
- Premises where inspection is restricted
- Laboratories
- Marinas
- Food and beverage processing plants
- Petroleum processing or storage plants
- Radioactive material processing plants
- Premises with reclaimed water systems
- Facilities using treated water for process purposes
- Car Washes

F. Secondary Supplies

A Customer's potable water plumbing cannot be connected to any well-water or surface water source, or to any water storage tank not approved by HBPW.

20. Schedule of Fee & Charges

The Fee Schedule, along with HBPW's current water rates can be found on HBPW's website (hollandbpw.com). Rates have been approved by the HBPW Board of Directors and Holland City Council.

Approved by Holland BPW's Board of Directors June 8, 2026.
Approved by Holland City Council June 17, 2026.