



**Board of Directors Regular Meeting**

**HOLLAND BOARD OF PUBLIC WORKS  
625 HASTINGS AVENUE  
HOLLAND, MICHIGAN**

**June 8, 2026  
4:00 p.m.**

**Meeting Agenda**

- 1. Call to Order**
- 2. Approval of the Agenda**
- 3. Communications from the Audience**
- 4. Consent Agenda**
  - A. Minutes for Approval  
[2026-05-11 Minutes](#)
  - B. 49 W. 3rd Street HVAC Boiler Replacement  
[Recommendation - 49 W. 3rd Street HVAC Boiler Replacement](#)  
[2026-06-08 Peerbolt's Boiler Replacement Proposal](#)  
[2026-06-08 Peerbolts HBPW Construction Services Contract](#)
  - C. Budget Amendment and Carry Forward Request for FY 2027 Capital Projects  
[Recommendation - Budget Amendment and Carry Forward Request for FY 2027 Capital Projects](#)
- 5. Major Projects Update**
  - A. [2026-06-08 WTP Flocculation and Sedimentation Basin #3 Rehab - Project Closeout](#)
  - B. [2026-06-08 48th St Main Gas Valve Replacement - Project Closeout](#)
- 6. Financial Review**
  - A. [April 2026 Board Financials](#)
- 7. Regular Agenda Items**
  - A. FY 2027 Energy Production Property Insurance Program  
[Recommendation - FY 2027 Energy Production Property Insurance Program](#)  
[2026-06-08 HBPW FY2027 Energy Production Property Insurance Program Summary](#)
  - B. Contract Award and Budget Transfer for Disinfection Improvements Project  
[Recommendation - Contract Award and Budget Transfer for Disinfection Improvements Project](#)  
[2026-06-08 UV - Engineer Bid Recommendation Letter](#)  
[2026-06-08 HBPW Construction Services Contract \(June 2024\)](#)

[2026-06-08 UV Capital Justification Form](#)

- C. Combustion Turbine Generator Fire Protection Upgrade Contingency and Budget Amendment  
[Recommendation - Combustion Turbine Generator Fire Protection Upgrade Contingency and Budget Amendment](#)  
[2026-06-08 Det-Tronics Proposal Q-127287](#)
- D. Steketee Lift Station Rehabilitation – Contract and Capital Budget Amendment  
[Recommendation - Steketee Lift Station Rehabilitation – Contract and Capital Budget Amendment](#)  
[2026-06-08 - Steketee Contract Amendment JMC Signed](#)
- E. FY 2027 Terms of Service Updates  
[Recommendation - FY 2027 Terms of Service Updates](#)  
[2026-06-08 General and Electric Terms of Service FY27 DRAFT](#)  
[2026-06-08 Water Terms of Service FY27 DRAFT](#)  
[2026-06-08 Broadband Terms of Service FY27 DRAFT](#)

**8. Other Business, if needed**

**9. Communication from the General Manager**

**10. Communications From the Board**

**Adjourn**

**AUDIENCE PARTICIPATION:**

Members of the audience may address the Board of Directors during public hearings and under "Communications from the Audience". Audience participation includes stating name and address and limiting speaking time to five minutes. The City of Holland will provide necessary services and auxiliary aids, such as signers for the hearing impaired and audiotapes of printed materials, to individuals with disabilities, upon receipt of seven days prior notice. Person with disabilities requiring auxiliary aids services should contact the City of Holland by writing or calling: Human Relations c/o City Clerk's Office Esther Fifelski,

270 S River Avenue Holland, MI 49423 Telephone (616) 355-1328.

Document(s) available for translation upon request

La Ciudad de Holland proporcionara servicios necesarios y ayudas auxiliares, tales como personas que usan lenguaje de señas aquellos con discapacidad auditiva y Cintas de audio de materiales impresos, a las personas con discapacidad, con un aviso previo de siete días de anticipación. Las personas con discapacidades que necesiten servicios de ayudas auxiliares deben ponerse en contacto con la Ciudad de Holland escribiendo o llamando a: Human Relations c/o City Clerk's Office, a comunicándose con

270 S River Avenue, Holland, MI 49423, telefono (616) 355-1328.

Documento(s) en traducción disponible(s) a peticion.

Posted: 2026.06.04 @ 625 Hastings Avenue

**REGULAR MEETING**

The HBPW Board of Directors met  
**May 11, 2026**  
at 4:00 p.m.  
270 S River Ave – City Council Chambers  
Holland, Michigan

**Chair Thompson called the meeting to order at 4:02 p.m.**

**Members Present:** PJ Thompson, Carolyn Maalouf, Paul Lilly, Brian Lynn (arrived late), Kyle Engbers (arrived late), City Council Liaison Scott Corbin (arrived late), and Ex Officio Member Dave Couch

**Members Absent:** Keith VanBeek

**Staff Present:** Dave Koster, Janet Lemson, Ted Siler, Becky Lehman, Joel Davenport, Jenessa Carter, Rene Kalkman, Jeffrey Koelsch, Madison Rudolph, Steve Bruinsma, Julie DeCook, Dan Krieger

**26.208 Approval of Agenda**

*Board Member Lilly made a motion to approve the agenda. The motion was seconded by Board Member Maalouf.*

**26.209 Communications From the Audience**

*None*

**26.210 Board Minutes – Regular Meeting Minutes of April 6, 2026, and Special Meeting Minutes of April 27, 2026**

*As part of the Consent Agenda, the Board of Directors approved the minutes as presented.*

**26.211 Release of Sewer Special Assessment for 24th Street, US31 to Waverly Road**

In 1981, the City of Holland entered into a construction agreement with Robert Mannes. Mr. Mannes paid for the costs of construction of sanitary sewer on 24th Street from US31 east to Waverly Road. The agreement allowed for a special assessment and recovery of construction expense for Mr. Mannes when properties were developed on the north side of 24th Street that connected to the sanitary sewer main. The properties identified have been developed and assessed, and the special assessment can be released.

*As part of the Consent Agenda, the Board of Directors approved the release of the special assessment for sewer service to properties on the north side of 24th Street as described in the attached document.*

**26.212 Fiber Drop Construction Services Contract for FY 2027**

Current Holland City Fiber (HCF) drop construction has been supported by ITG who is completing their contract by the end of June 2026. Broadband Services completed an RFP process to find a new partner to assist internal staff with building fiber drops from the HCF Passings Project to customer properties as well as fiber drop construction for new Active Ethernet and Dark Fiber services.

Staff requested proposals from nine companies and received two bids. After a full evaluation process that considers price, contractor capacity, quality, experience and other factors,

*\* Red italics indicate information or discussion added during the meeting and/or action taken.*

2026.05.11

ComServe submitted the lowest cost evaluated bid and the highest evaluation score. The cost evaluation was based on a provided number of overhead and underground drops in order to make good comparisons between rates provided in the bids.

Contractor	Evaluation Score	Evaluated Proposal Fee
ComServe Communications Inc.	4.3	\$143,250
Utilities One	3.8	\$167,985

The contract is for a one-year term and contains no minimum construction requirements. ComServe will be used on an as-needed basis to augment HBPW internal staff completing scheduled drop construction activities outside the home.

The HCF proforma estimates 1,422 new customers in FY27, or about 118 a month. HBPW field technicians will cover most or all of these installations, but any resource shortfalls will be covered by this agreement. The total requested value in this recommendation, \$300,000, can cover up to approximately 30% (442) of all anticipated drops for the year at an average price of \$678.

All FY 2027 drop construction is completed as part of the Broadband capital budget with a total budget of \$1,614,000.

*As part of the Consent Agenda, the Board of Directors approved the rates provided in a construction contract with ComServe Communications Inc. for a one-year term, for a total value of \$300,000, pending approval as to form by the City Attorney.*

26.213 Action on Consent items:

Motion to approve, accept, or adopt Consent Agenda items	
Second	<i>Maalouf</i>
Favor	<i>Lily</i>
Oppose	<i>5</i>
	<i>0</i>

26.214 **Major Project Update**

*For information only*

26.215 **FY 2026 James Street Substation Electric Distribution Capital Budget Amendment and Construction Contract with Newkirk Electric**

The 138kV breakers at James Street are at end of life and in need of replacement. The Siemens breakers purchased for the project were received in December 2025 and Electric Distribution staff solicited proposals for the installation of the new breakers in March 2026.

Proposals to provide construction services for the replacement of the 138 kV breakers at James Street Substation were received from three qualified bidders. The scope of work includes labor and materials needed to install the breakers. A summary of the bid results and quoted delivery times are shown in the table below.

*\* Red italics indicate information or discussion added during the meeting and/or action taken.*

Bidder Name	Business Location	Quote Amount	Delivery	Exceptions
Newkirk Electric	Muskegon, MI	\$183,642	October 2026	No
Kent Power	Rockford, MI	\$249,315	October 2026	No
Hydaker-Wheatlake	Reed City, MI	\$345,643	October 2026	No

Newkirk Electric Inc. is the lowest evaluated proposal for the requested services. Newkirk Electric has done several projects for HBPW in the past and meets our expectations. Staff recommends approval of a contract with Newkirk Electric.

A budget amendment is needed to cover construction costs coming in higher than expected, as well as to cover the replacement of 1980's control wiring from the control building to the breakers, that was not included in the original scope of the project. The FY2026 capital budget for this project is \$450,000. A budget amendment of \$145,860 is requested to complete the project and brings the new total project budget to \$595,860.

*Recommendation: The Board of Directors approved a contract with Newkirk Electric Inc., in the amount of \$183,642 with a 10% contingency of \$18,000 for a total of \$201,642, for the services to replace three 138kV breakers at the James Street Substation and approve an FY 2026 Capital Budget Amendment in the amount of \$145,860 for a total project budget of \$595,860, pending approval as to form from the City Attorney.*

*Motion to approve recommendation  
Second  
Favor  
Oppose*

*Engbers  
Lynn  
5  
0*

26.216

**Budget Amendment for FY 2026 Electric Distribution Capital Budget**

The FY 2026 approved budget for the Electric Distribution Overhead to Underground Conversions and Underground Equipment Replacement Projects budget line is \$2,300,000. Electric Distribution is completing more maintenance projects than planned because of lower new customer work for the line crew. We are also replacing more electric meters because of both growth (apartments) and failing meters, with an approved budget of \$350,000.

Staff is requesting a budget transfer of \$350,000 from New Underground Lines and Equipment to the Overhead to Underground Conversions and Underground Equipment Replacement Projects budget line, and a \$50,000 budget transfer from New Underground and Equipment to the Distribution Meter Additions.

In Summary:

- New Underground Lines and Equipment budget was \$2,000,000 and will be reduced to \$1,600,000
- OH to UG Conversions and UG Equipment Replacement Projects budget was \$2,300,000 and will be increased to \$2,650,000
- Distribution Meter Additions budget was \$350,000 and will be increased to \$400,000

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*Recommendation: The Board of Directors approved an Electric Distribution budget amendment to transfer \$350,000 from the New Underground Lines and Equipment budget to the Underground Equipment Replacement budget, and \$50,000 from the New Underground Lines and Equipment to Distribution Meter Additions in the FY 2026 Electric Distribution Capital Budget.*

<i>Motion to approve recommendation</i>	<i>Lilly</i>
<i>Second</i>	<i>Lynn</i>
<i>Favor</i>	<i>5</i>
<i>Oppose</i>	<i>0</i>

**STUDY ITEM**

26.217 **Safety, Regulatory Compliance, and Legislative Update**

As part of the annual calendar topics, the HBPW Board of Directors will receive an annual update on safety and health programs, regulatory compliance, and legislative information from staff. The report, delivered via PowerPoint, highlights the key safety and health items in each part of our operation, key regulations, and potential impacts.

*The Board of Directors accepted the report as a study item, No Board action required*

26.218 **General Manager Comments**

- Our May 18th Study Session was combined with this one, so this will be the only Board meeting of May. Our next scheduled Regular meeting is June 8, and we will return to the SC Boardroom
- The HBPW is narrowing conversations with battery energy storage and solar; we've had a conversation regarding the storage at 48<sup>th</sup> Street substation

**ADJOURNMENT**

A motion to adjourn the meeting of *May 11, 2026*, was made by *Lynn* supported by *Engbers* and agreed upon by the Board of Directors present.

The Board Meeting of May 11, 2026, adjourned at *5:12 p.m.*

Minutes respectfully submitted by,

Janet Lemson, Secretary to the Board

*\* Red italics indicate information or discussion added during the meeting and/or action taken.*



**OFFICE OF THE GENERAL MANAGER  
BOARD OF PUBLIC WORKS  
HOLLAND, MICHIGAN**

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**To: BPW Board of Directors**  
**Date: 2026-06-08**  
**Subject: 49 W. 3rd Street HVAC Boiler Replacement**

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**Business Services Department**

**Introduction:**

This recommendation is to issue a Construction Agreement to Peerbolt's Inc. to provide services to replace the HVAC Boiler at the 49 W. 3rd Street building.

**Recommendation:**

Approve a contract with Peerbolt's Inc. for a not-to-exceed amount of \$168,353, with a 10% contingency of \$16,850, for a total of \$185,203 pending approval as to form by the City Attorney.

**Description:**

The existing HVAC boiler at the 49 West 3rd Street building has reached the end of its life. Over the past few years, staff have experienced an increased need of repairs. Last year, an evaluation was conducted; and it was determined that the life of the boiler had been met. A capital budget item was added for the replacement of the boiler in the FY26 budget.

In April 2026, the HBPW project team requested proposals from two contractors qualified in performing HVAC services. The services requested the replacement of an existing single natural gas fired heating boiler with two (2) new Lockinvar FTXL condensing boilers. This work includes demolition and disposal of existing boiler, hot water piping back to system valves, and venting as necessary, followed by the purchase and installation of two (2) 500 MBH natural gas condensing boilers, piping, and venting as needed. In addition, work was required to be completed prior to the need for heat in the fall of 2026.

Both contractors attended a pre-bid conference and walk-through, however HBPW staff received one bid. The bid was reviewed and determined to be qualified. The following table summarizes the bids received:

<b>Vendor</b>	<b>Location</b>	<b>Bid</b>	<b>Meets Specifications</b>
Peerbolt's Inc.	Holland, MI	\$168,353	Yes
Quality Air	Grand Rapids, MI	Did Not Bid	

The team recommends awarding the contract for construction to Peerbolt's Inc. as the qualified bidder.

Respectfully submitted,

David G. Koster  
General Manager

**Strategic Directive:**

**2. HBPW will follow fiscal policies that ensure the long-term stability of finances, cash reserves, rates, and workforce.**

**Attachments:**

**2026-06-08 Peerbolt's HBPW Construction Contract**  
**2026-06-08 Peerbolt's Boiler Replacement Proposal**

Report prepared by: Alex Craigmile, Planning Engineer & Travis Hallifax, Warehouse & Facilities Manager

May 5, 2026



**Holland BPW**  
Attn: Travis Hallifax  
49 W 3<sup>rd</sup> St Boiler Replacement

## PROPOSAL

We propose to install and furnish material and labor for the installation of heating and ventilation to serve at 49 W 3<sup>rd</sup> St Holland, MI 49423. This proposal includes installation of two (2) new Lochinvar boilers. Installation is priced to include:

- Install of two (2) new Lochinvar FTXL 500 boilers with M13 controls
- Two (2) Lochinvar variable speed pumps, one for each boiler
- Condensate neutralizer on the drains for the boilers
- Removal of old equipment and piping offsite
- New drain pan where two boilers will sit inside of
- Install of new electrical lines by *Polarity Electric*
- New polypropylene venting through the existing b-vent
- New gas regulator and piping off of existing gas line in mechanical room
- Startup and controls to be done by *Trane*
  - o BACnet control interface included
- Taxes, permits and warranty

*Note:* Subcontractors to be used for boiler replacement/install are *Polarity Electric and Even Comfort LLC.*

**TOTAL**                      **\$ 168,353**

**Thank you,**

**Tom Baillargeon**  
*Sales/Business Development*  
Cell: 616.566.4555

**400 E. Washington, Zeeland, MI 49464 - Phone (616) 931-0010 - Fax (616) 931-0011**  
**\*\*Quote is valid for 15 business days\*\***

**CITY OF HOLLAND/HOLLAND BOARD OF PUBLIC WORKS**  
Construction Services Contract

This Construction Services Contract (“Contract” or “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the **City of Holland, acting by and through its Holland Board of Public Works**, a Michigan municipal corporation of Ottawa and Allegan Counties, Michigan (“Owner”), which has offices located at 625 Hastings Avenue, Holland, MI 49423 and **Peerbolt’s Inc.**, a Michigan corporation (“Contractor”), which has offices located at 400 E Washington, Zeeland, Michigan 49464.

In consideration of the promises below, the parties mutually agree as follows:

**Article 1-Scope of Services / Statement of Work**

The Contractor shall perform the scope of services (“Work”) described in the following exhibits:

**Exhibit A: Holland Board of Public Works RFP titled 49 West 3<sup>rd</sup> Street, HVAC Boiler Replacement, dated April 2026,**

**Exhibit B: Peerbolt’s Inc. Proposal dated May 6, 2026**

**Article 2-Compensation**

2.1) The Contractor shall be paid for the “Work” as follows:

Owner shall pay to the Contractor for Work performed pursuant to this Agreement, **the stipulated sum of One Hundred Sixty-Eight Thousand Three Hundred Fifty-Three Dollars (\$168,353)** which shall be billed monthly in itemized billings to the Owner as work is completed. Execution and subsequent payment of this task will be authorized by the HBPW Representative designated in Article 3 as required for project completion. Any retainage required by **Exhibit A** shall not exceed the limits imposed by MCL 125.1561, et seq., to the extent applicable.

2.2) The Contractor shall submit requests for payment to the Owner using, **Application and Certification for Payment form (Exhibit C)**. The Contractor shall determine the amount of Work completed and the Owner shall verify completion of the Work and pay within thirty (30) days after verification of the completed Work.

2.3) All changes to the scope of Work must be submitted to the HBPW Representative and approved in writing by the Owner.

2.4) No payments will be made to the Contractor until the Certificates of Insurance have been received by the Owner. If the insurance furnished by the Contractor expires or is cancelled during the term of the Contract, service and related payments will be suspended until insurance certificates evidencing renewal of coverage are submitted and accepted by the Owner.

**Article 3-Responsibility and Reporting of the Contractor**

3.1) The Contractor is responsible to the Holland Board of Public Works Representative, **Travis Hallifax, Warehouse and Facilities Manager** (“HBPW Representative”) and will cooperate and confer with him/her as necessary to insure satisfactory Work progress.

3.2) All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor’s name. All reports made in connection with the Work are subject to review and final approval of the Owner.

3.3) The Owner may review and inspect the Contractor’s activities during the term of the Contract. Owner may audit and inspect Contractor’s records and accounts covering reimbursable costs for a period of six months following the completion of Contractor’s Work. The purpose of any such audit shall be only for verification of such costs. Contractor shall not be required to keep records of or provide access to those of its costs expressed as fixed rates, a lump sum, or as a percentage of other costs.

3.4) When applicable and requested by the Owner, the Contractor will submit a final written report.

#### Article 4-Term

4.1) The term of this Contract shall commence on \_\_\_\_\_ **and shall be completed on or before** \_\_\_\_\_. Changes in the time of completion shall be in writing between the Owner and Contractor. Time is of the essence in the performance of the Work.

4.2) The Owner may terminate this Contract without cause by giving 30 days written notice to the Contractor. In the event of termination by the Owner, the Contractor shall be paid for the portion of the Work it has satisfactorily completed through the effective date of termination, as determined by the Owner. In the event of a default under the terms and conditions of this Contract, Owner may send a written notice of termination to the Contractor indicating that the Contract will be terminated within ten (10) days unless Contractor makes corrective action or cures the default specified in the notice of default.

4.3) Upon giving or receiving a termination notice, the Contractor shall promptly discontinue all services affected unless the notice directs otherwise, and shall promptly deliver or otherwise make available to the Owner all data, specifications, calculations, reports, estimates, summaries, and such other information and materials as the Contractor or its subcontractors may have accumulated in performing the Work under this Agreement, whether completed or in progress, and shall also make available all equipment and/or materials purchased specifically for the project where the Owner has reimbursed the Contractor therefor. The Owner may thereafter, in its sole option, take over the Work and prosecute the same to completion by whatever means it chooses. Contractor shall have the right, during the termination notice period, to complete such analyses and records as necessary to place its files in order and to produce a report of services completed to the date of termination. In the event that the cost incurred by Owner to complete the Work exceeds the remaining unpaid compensation to be paid to the Contractor pursuant to paragraph 2.1, the Contractor shall pay the additional cost incurred by the Owner, including reasonable attorneys' fees and costs incurred by the Owner in the termination and enforcement of this Contract.

#### Article 5-Conditions of Performance

5.1) The Contractor is licensed in the State of Michigan to provide the required manpower, services, material, and expertise to perform the Work. The Contractor affirmatively represents to the Owner that it has the knowledge, skill and expertise to perform the Work in accordance with this Contract.

5.2) The Contractor acknowledges that the Work to be performed by the Contractor shall, at all times, be in compliance with the requirements of all applicable safety, environmental, federal, state, and local laws, ordinances, rules, regulations, and standards of the Owner during the term of this Agreement. The Contractor shall be responsible to dispose of all materials in accordance with disposal methods in full compliance with federal, state, and local environmental requirements. Upon disposal, Contractor shall submit to the Owner a report which describes the location and methodology which has been used by the Contractor for the disposal of the materials. The Contractor shall maintain books and records relating to its performance under this Contract for a period not less than three (3) years after the expiration of the term of this Agreement, and shall make copies of such records available to the Owner, upon request.

5.3) Contractor acknowledges that it has made an independent investigation relative to the nature and difficulties of the Work to be performed, and assumes all cost and risk in the performance of the Work during the term of the Contract.

5.4) In performing the Work, Contractor shall exercise that degree of care and skill ordinarily exercised under similar circumstances by experienced professionals with the same degree of expertise and experience of the Contractor performing substantially similar services under similar circumstances ("Standard of Care"). **Except for the foregoing warranty, no representation, warranty, guarantee or condition, express or implied, as to the quality or nature of the Work or otherwise, is given, undertaken or made by Contractor, and all other representations, warranties, conditions and terms are excluded and denied.** Notwithstanding the foregoing, nothing contained herein shall eliminate Contractor's obligation to perform all Work in accordance with the terms and conditions of this Contract.

5.5) Contractor shall perform the Work in accordance with the terms of this Contract and all materials and equipment furnished under this Contract shall be new, unless otherwise specified, of good quality and in conformance with the Contract, and free from defective workmanship and materials.

5.6) In addition to the requirements of the Owner's "General Conditions", if any, in the event the Contractor fails to perform the Work in accordance with the Standard of Care or the terms of this Contract, for a period of one (1) year following completion of the Work, the Contractor shall correct, re-perform, or re-do the Work as may be required to conform to the Standard of Care. This warranty shall not be in lieu of any specific equipment warranties which may be applicable to the goods supplied by the Contractor.

5.7) Contractor and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status. Breach of this provision may be regarded as a material breach of the Contract to the extent required or allowed by MCL 37.2209, MCL 37.2605 and MCL 37.2704.

#### **Article 6-Insurance and Indemnification**

This Agreement is subject to the following provisions:

6.1) The Owner and the Contractor acknowledge that the Contractor is an independent contractor in all of the Contractor's activities and that in the course of such activities, at no time does the Contractor, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor become the agents of the Owner for any purpose, and at no time shall the Owner become liable in any manner whatsoever for any of the actions or activities of the Contractor, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor. In the event any person shall undertake to hold the Owner liable for any willful misconduct or negligent performance of the Contractor, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor, the Contractor expressly agrees to hold the Owner harmless of and from any such liability. The Contractor also agrees to save, indemnify, and hold harmless the Owner, its agents, officers, and employees from any claim, action, or liability arising out of or connected with its negligent performance under the terms, conditions, and agreements of this Contract resulting in losses or injuries to persons (including death) or property. In addition thereto, the Contractor agrees to purchase liability insurance, specified in this Agreement, to insure against losses arising out of the negligent performance of the Contractor's services and that of its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor, during the term of this Contract. This covenant of indemnification shall include reasonable attorneys' fees and costs incurred by the Owner in defense of such claim, action or liability. Nothing contained in this paragraph shall require the Contractor to defend the Owner from claims, or to assume any liability to the Owner or any other party for any amount greater than the degree of fault of the Contractor or his respective sub-consultants or sub-contractors, pursuant to MCL 691.991.

6.2) The Contractor shall, throughout the period of this Agreement, provide commercial general liability, automotive liability, excess liability, and pollution liability insurance covering any and all operations of the Contractor, its agents and employees with minimum liability limits as set forth below; and require that any subcontractor comply fully with the provisions of this paragraph. The Contractor shall also procure and maintain, throughout the period of this Agreement, workers' compensation and employers liability insurance coverage for all of its employees involved in the performance of this Contract. Certificates of Insurance evidencing all lines of coverage shall be provided to the Owner and respective insurance shall be maintained to provide coverage as set forth below. **The City of Holland, Holland Board of Public Works and their directors, officers, agents and employees shall be named as additional insureds of all applicable insurance policies (except workers' compensation).** All insurance policies and certificates must include an endorsement providing thirty (30) days prior written notice to the Owner of cancellation and/or reduction of coverage. The Contractor shall cease operations on the occurrence of any such cancellation or reduction in coverage, and it shall not resume operations until new insurance is in full force and effect. **The Contractor and any of its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the Owner, its directors, officers, agents, and employees and against other contractors and subcontractors.** The insurance coverage provided by the Contractor shall be primary. In the event of a loss or claim by the Owner, the Contractor upon the request of the Owner, shall produce copies of all insurance policies pursuant to the Certificate of Insurance.

6.3) The limits of liability for the insurance required by this Contract shall be for not less than the following amounts or greater where required by applicable laws and regulations:

##### 6.3.1) Workers' Compensation

Workers' Compensation: Statutory  
Employer's Liability: \$500,000.00 each Accident/each  
Employee/Policy Limit.

6.3.2) Commercial General Liability (including products completed and operations liability)

\$1,000,000.00 Each Occurrence  
\$2,000,000.00 Annual Aggregate

6.3.3) Commercial Automobile Liability:

This insurance coverage shall not be required unless the Contractor uses a motor vehicle in the performance of the Work.

\$1,000,000.00 Each Accident/Occurrence

Policies shall be written on a comprehensive form to include hired and non-owned vehicles.

6.3.4) Excess Liability Coverage:

\$5,000,000.00 Each Occurrence  
\$5,000,000.00 Aggregate

6.3.5) Pollution Liability

Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three (3) years after final completion. The limits of liability shall be for not less than:

\$1,000,000 Each Occurrence  
\$1,000,000 Annual Aggregate

6.4) Contractor shall procure and provide a Performance Bond and Payment Bond at Contractor's expense in the amount of the \$ \_\_\_\_\_ as required by MCL 129.201. All bonds shall be dated contemporaneously with this Contract or after the date of this Contract.

**Article 7-Successors and Assigns**

This Contract is binding on the Owner and the Contractor their successors and assigns. Neither the Owner nor the Contractor shall assign or transfer its interest in the Contract without written consent of the other.

**Article 8-Changes in Scope or Schedule of Services**

8.1) The Owner may require changes in the scope or schedule of the Work of the Contractor. Changes that are mutually agreed upon by the Owner and the Contractor, including any decrease or increase in the amount of the Contractor's compensation, will be incorporated into this Contract by written amendments. All changes to the scope of Work must be submitted to, and approved in writing by the Owner.

8.2) The Owner may request resolution of any dispute under this Contract by a designated agent of those matters specified in MCL 125.1564 (3) and (4) under the procedures set forth in MCL 125.1564.

**Article 9-Extent of Contract**

9.1) This Contract represents the entire agreement between the Owner and Contractor and supersedes all prior representations, negotiations or agreements, whether written or oral.

9.2) The documents constituting the Contract between the Contractor and the Owner shall include the following:

9.2.1) **This Contract pages 1 to 6.**

9.2.2) **Exhibit A: Same description as in Article 1**

9.2.3) **Exhibit B: Same description as in Article 1**

9.2.4) **Exhibit C: Application and Certification for Payment**

9.2.5) **Certificate of Liability Insurance.**

9.2.6) **Performance and Payment Bonds [Remove if contract is less than \$50,000]**

9.3) This Contract is to be interpreted by the laws of Michigan. The District or Circuit Court for the County of Ottawa shall be the forum of exclusive jurisdiction to interpret or enforce the terms of this Agreement.

9.4) Should there be any conflict between the terms of this Contract and the Exhibits, priority shall be given first to this Contract, then **Exhibit A** and then **Exhibit B**. Should there be any conflict between the terms of this Contract and any terms and conditions provided by the Contractor, the terms contained herein shall prevail.

#### **Article 10-Execution of Contract**

10.1) Execution of this Contract shall constitute a contract between the Contractor and the Owner.

10.2) Counterpart Execution. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, and all counterparts, when taken together, will constitute one same Contract. The parties agree that signatures on this Contract may be delivered by facsimile or electronically in lieu of an original signature and agree to treat facsimile or electronic signatures as original signatures that bind them to this Contract.

10.3) This Contract is executed on the date and year noted in the first paragraph of this Contract.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

**OWNER:**

**HOLLAND BOARD OF PUBLIC WORKS**

By \_\_\_\_\_  
David G. Koster

Its General Manager

Date: \_\_\_\_\_, 2024

**CONTRACTOR:**

[ \_\_\_\_\_ ]

By \_\_\_\_\_

Its \_\_\_\_\_

APPROVED AS TO FORM  
CITY OF HOLLAND

By: \_\_\_\_\_  
Vincent L. Duckworth  
City Attorney

Dated: \_\_\_\_\_



**OFFICE OF THE GENERAL MANAGER  
BOARD OF PUBLIC WORKS  
HOLLAND, MICHIGAN**

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**To: BPW Board of Directors**  
**Date: 2026-06-08**  
**Subject: Budget Amendment and Carry Forward Request for FY 2027 Capital Projects**

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**Finance Department**

**Introduction:**

The Holland Board of Public Works (HBPW) is requesting a budget amendment to carry forward approved capital funding from the FY 2026 budget to the FY 2027 budget. This request involves the timing of five infrastructure and two administrative projects originally slated to begin in FY 2026 that are now scheduled for commencement in fall 2026 (FY 2027).

**Recommendation:**

Approve a budget amendment to carry forward and appropriate a total of \$2,335,000 into the FY 2027 Capital Budget as follows:

- \$800,000 for the Wastewater Collections Capital: Lift Station Rehabilitation and Reliability Improvements project (SWR105)
- \$1,250,000 for the Water Distribution Capital: Southside Pump Station Rehabilitation project (WS23WC8a)
- \$70,000 for the Water Distribution Capital: Southside Storage Tank Rehabilitation Program (related to project WS23WC8a above).
- \$115,000 for the Administrative Capital: Firewall Refresh – Palo Alto project.
- \$35,000 for the Administrative Capital: WonderWare Cluster Refresh project.
- \$45,000 for the Electric Production Capital: Sample Panel Chiller Upgrade project
- \$20,000 for the Electric Production Capital: Visitor Center Upgrades project

**Description:**

All projects were previously approved as part of the FY 2026 Budget process. Due to project scheduling and lead times, physical construction is now slated to begin in the fall of 2026 for the Wastewater Collections, Water Distribution, and Electric Production Capital Projects. The Firewall Refresh – Palo Alto project is delayed due to the evaluation process taking longer than expected. The WonderWare Cluster Refresh project is delayed due to a dependent project that will not begin until the fall of 2026. Because these projects will span the fiscal year-end of June 30, it is necessary to move the existing funding authorizations to FY 2027 to ensure continued compliance with the City Charter’s appropriation requirements.

- Lift Station Rehabilitation and Reliability Improvements: The FY 2026 Wastewater Collections Capital Budget included \$800,000 for this project (supplementing \$625,000 in prior-year approvals). These funds are requested to be carried forward to FY 2027, with no additional funds requested.
- Southside Pump Station Rehabilitation: The FY 2026 Water Distribution Capital Budget included \$1,250,000 for this project (supplementing \$1,450,000 in prior-year approvals). These funds are requested to be carried forward to FY 2027 with no additional funds requested.
- Southside Storage Tank Rehabilitation Program: The FY 2026 Water Distribution Capital Budget included \$70,000 for this project, related to the Southside Pump Station Rehabilitation project (supplementing \$200,000 in prior-year approvals). These funds are requested to be carried forward to FY 2027 with no additional funds requested.
- Firewall Refresh – Palo Alto: The FY 2026 Administrative Capital Budget included \$115,000 for this project. These funds are requested to be carried forward to FY 2027, with no additional funds requested.
- WonderWare Cluster Refresh: The FY 2026 Administrative Capital Budget included \$35,000 for this project. These funds are requested to be carried forward to FY 2027, with no additional funds requested.
- Sample Panel Chiller Upgrade: The FY 2026 Electric Production Capital Budget included \$45,000 for this project. These funds are requested to be carried forward to FY2027, with no additional funds requested.
- Visitor Center Upgrades: The FY 2026 Electric Production Capital Budget included \$20,000 for this project. These funds are requested to be carried forward to FY2027, with no additional funds requested.

**In Summary:**

- No additional funding is being requested.
- This amendment serves only to align the budget authorization with the actual project timeline.

The total capital expenditure for these projects remains within the previously vetted and approved scope.

Respectfully submitted,

David G. Koster  
General Manager

**Strategic Directive:**

**2. HBPW will follow fiscal policies that ensure the long-term stability of finances, cash reserves, rates, and workforce.**

Report prepared by: Jenessa Carter, Finance Director

# Memo



Holland Board of Public Works

**To:** HBPW Board of Directors

**From:** Nate Johnson, Water Treatment Plant Superintendent and Adam Assink,  
Water/Wastewater Process Engineer

**c:** Dave Koster, General Manager; Project File

**Date:** June 8, 2026

**Re:** Water Treatment Plant Flocculation/Sedimentation Basin #3 Rehab Project Closeout

---

The Water Treatment Plant (WTP) Flocculation & Sedimentation Basin #3 Rehabilitation project is complete.

The flocculation and sedimentation basins are a critical step in the drinking water treatment train where raw water and coagulant chemicals are gently mixed to form larger particles called flocs. These particles then settle out in the basins, protecting the filters from being overrun with solids, which would considerably shorten their lifespan. The basins also have the added functionality of providing ample contact time between the water and sodium hypochlorite disinfectant to fully inactivate pathogens in the water. These four basins are covered by an earthen embankment and are rarely viewed except for routine cleaning, which makes them easy to forget about despite their criticality. Guided by our asset management plan and our WTP goal to continue updating end-of-life assets, we elected to rehabilitate much of the wear parts and older mechanical parts within Basin #3, which had most recently been rehabilitated in 2014. This current project is the first in our series of basin rehabilitations that will work through one basin per fiscal year until all four are rehabilitated, with the end goal of extending their usable life by approximately 10 years with each project.

The scope of this basin rehabilitation project included:

- Replacement of all the 1970s-era redwood paddles with Fiberglass Reinforced Plastic (FRP) paddles
- Clean, inspect, perform surface preparation, and recoat all submerged bearing housings, and remove broken auto-greasers
- Remove any broken structural steel from the paddle assemblies, and replace with new, corrosion-resistant coated steel angles

- Perform precision alignment and adjustment on both trains of flocculator paddle shafts
- Replacement of all original mud drain valves
- Replace the original corroded metal access ladder with a new fabricated stainless steel ladder
- Inspection and replacement of any defective or broken hardware in the flocculation system
- Fully rebuild two stuffing boxes in the drive pit
- Replace oil level sight gauges and chain tensioner assembly in the drive chain system

This project has successfully restored usable life to much of the critical components of the flocculation and sedimentation basin. Replacement of the original wood paddles also allowed us to reclaim the original redwood, which we are considering beneficially reusing as part of the future space revitalization project on the third floor of the WTP.

The project was completed by Northern Boiler Mechanical Contractors, a new contractor to the WTP (but not new to HBPW). They have significant experience with confined space work and were well-equipped to perform this work. The basin was officially placed back into service in March and has been operating as intended. All costs have been accounted for, and final payments have been made to all contractors. No further charges are expected.

The total capital budget approved for the project was \$125,000. The table below summarizes the final project costs.

<b>Total Approved Budget</b>	<b>Total Spent</b>	<b>(+/-) Budget</b>
\$125,000.00	<b>\$115,636.82</b>	<b>-7.5%</b>



**Original redwood paddle shafts, bearing housings, and support structure**



**One of 7 original mud drain valves**



**Original 1970s basin entrance ladder**



**Replaced FRP paddles**



**Recoated and refurbished submerged bearing housings, and replaced shaft coupling hardware**



**New stainless steel basin entrance ladder**



**One of 7 newly replaced mud drain valves**

# Memo



Holland Board of Public Works

**To:** HBPW Board of Directors  
**From:** Fred Heiser, Electric Production Maintenance Supervisor  
**c:** Dave Koster, General Manager; Project File  
**Date:** June 8, 2026  
**Re:** Holland BPW 48<sup>th</sup> St Facility Unit-9 Main Gas Valve Replacement Project Closeout

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The Holland BPW 48<sup>th</sup> St Facility Unit-9 Main Gas Valve Replacement project is complete.

Holland BPW has three simple cycle gas turbines that are located at the 48<sup>th</sup> St Generation Station commonly known as units 7, 8, & 9. Unit 9's main isolation gas valve (P-14) is located at the facility's main entrance gate and became inoperative/broken in the open position. The valve is located five feet underground on the 8" gas line that supplies Unit 9. The valve is approximately 30 years old, and replacement was included in Electric Production's FY27 capital budget.

Due to the failure of the valve and corresponding delays it created for necessary maintenance on Unit 9 and its gas system supply, staff sought to expedite the project. On March 23, 2026, the Board approved an amendment to the FY26 Electric Production capital budget in the amount of \$165,000.00 for the project. Correspondingly, the Board approved a contract with Miller Pipeline in the amount of \$138,441.64 with a 10% contingency of \$14,000.00 for a total of \$152,441.25 to perform the valve replacement work. The additional funds budgeted for the project beyond Miller Pipeline's work was for purging of the gas pipeline as necessary to safely replace the valve. Purging was performed by Flowtek Inc. utilizing an air compressor paired with a venturi-style air mover installed at HBPW's odorant station.

The valve replacement work was completed over 4.5 days in early May. The table below summarizes the final project costs.

Total Amended Budget	Total Spent	(+/-) Budget
\$165,000.00	\$145,051.60	-12.1%



New gas valve arrival 1 week prior to construction



Air mover installation at Odorant Station



Excavation work to expose the old gas valve



Verification of cut and rigging locations



New valve after installation with X-ray and pressure testing passed



Underground pipe wrap and sealant



Excavation and bollards back in place, project complete

ELECTRIC	APR 2026	APR 2025	APR 2026	VARIANCE	VARIANCE	FY2026	FY2025	FY2026	VARIANCE	VARIANCE
	ACTUAL	ACTUAL	BUDGET	\$	%	ACTUAL	ACTUAL	BUDGET	\$	%
<b>Revenue</b>										
Residential	1,565,406	1,501,829	1,463,080	102,326	7%	19,125,326	18,200,536	17,974,776	1,150,551	6%
Commercial	2,561,020	2,344,874	2,371,003	190,017	8%	26,202,996	25,573,208	25,895,482	307,514	1%
Industrial	4,699,589	3,953,688	4,540,303	159,286	4%	49,325,103	40,957,887	45,779,380	3,545,722	8%
Wholesale	138,569	248,220	127,331	11,238	9%	2,236,056	2,432,576	1,273,313	962,743	76%
Other Income (Expenses)	222,090	345,615	158,797	63,293	40%	2,256,419	2,254,992	1,588,031	668,388	42%
<b>Total Revenue</b>	<b>9,186,675</b>	<b>8,394,226</b>	<b>8,660,514</b>	<b>526,161</b>	<b>6%</b>	<b>99,145,900</b>	<b>89,419,199</b>	<b>92,510,981</b>	<b>6,634,918</b>	<b>7%</b>
<b>Operating Expenses</b>										
Purchased Power	489,947	427,176	1,484,178	994,231	67%	7,687,198	3,800,236	14,685,439	6,998,241	48%
Fuel	2,161,315	2,018,740	1,934,256	(227,059)	-12%	26,227,989	21,484,144	20,092,368	(6,135,621)	-31%
External Resource Debt and O&M	1,046,459	991,355	389,435	(657,024)	-169%	4,218,111	5,704,742	4,664,607	446,496	10%
Non Fuel Production and Maintenance	1,043,959	1,077,614	1,125,978	82,020	7%	11,104,730	11,062,877	10,340,763	(763,967)	-7%
Distribution	725,137	465,754	622,426	(102,711)	-17%	5,845,839	5,420,755	6,473,010	627,172	10%
Conservation	77,126	149,338	265,998	188,872	71%	2,408,208	2,028,880	2,678,585	270,377	10%
Administration and General	914,065	857,716	810,196	(103,870)	-16%	8,930,605	8,662,640	8,728,149	(202,456)	-6%
Depreciation and Amortization Expense	1,224,938	1,287,666	1,217,711	(7,227)	-1%	12,488,049	12,057,430	12,177,108	(310,941)	-3%
<b>Total Operating Expenses</b>	<b>7,682,947</b>	<b>7,275,359</b>	<b>7,850,178</b>	<b>167,231</b>	<b>2%</b>	<b>78,910,727</b>	<b>70,221,706</b>	<b>79,840,029</b>	<b>929,302</b>	<b>1%</b>
<b>OPERATING INCOME</b>	<b>1,503,728</b>	<b>1,118,867</b>	<b>810,336</b>	<b>693,392</b>	<b>86%</b>	<b>20,235,173</b>	<b>19,197,494</b>	<b>12,670,953</b>	<b>7,564,220</b>	<b>60%</b>
<b>Other Income (Expenses)</b>										
Investment Income	377,853	275,049	114,212	263,641	231%	3,730,009	2,583,809	1,142,120	2,587,889	227%
Gain/Loss on Fair Market Value Adjustment	(57,679)	258,839	-	(57,679)	0%	11,856	1,315,443	-	11,856	0%
Other Income (Expenses)	13,193	116,478	10,888	2,305	21%	1,139,482	292,879	108,880	1,030,602	947%
Interest Expense	-	(5,027)	-	-	0%	(14,760)	(47,351)	(14,747)	(13)	0%
Contribution to City	(699,668)	(763,617)	(699,668)	-	0%	(6,996,680)	(7,636,168)	(6,996,680)	-	0%
<b>Total Other Income (Expenses)</b>	<b>(366,301)</b>	<b>(118,278)</b>	<b>(574,568)</b>	<b>208,267</b>	<b>36%</b>	<b>(2,130,092)</b>	<b>(3,491,389)</b>	<b>(5,760,427)</b>	<b>3,630,335</b>	<b>63%</b>
<b>Reclass project PP25007 invoices to capital JE106244 4/1/26</b>	<b>45,718</b>	<b>-</b>	<b>-</b>	<b>45,718</b>	<b>0%</b>	<b>45,718</b>	<b>-</b>	<b>-</b>	<b>45,718</b>	<b>0%</b>
<b>NET POSITION</b>	<b>1,183,146</b>	<b>1,000,588</b>	<b>235,768</b>	<b>947,378</b>	<b>402%</b>	<b>18,150,798</b>	<b>15,706,105</b>	<b>6,910,526</b>	<b>11,240,272</b>	<b>163%</b>

WATER	APR 2026	APR 2025	APR 2026	VARIANCE	VARIANCE	FY2026	FY2025	FY2026	VARIANCE	VARIANCE
	ACTUAL	ACTUAL	BUDGET	\$	%	ACTUAL	ACTUAL	BUDGET	\$	%
<b>Revenue</b>										
Residential	427,220	390,708	437,909	(10,688)	-2%	6,086,415	4,971,799	5,902,318	184,098	3%
Commercial	280,703	280,452	261,837	18,867	7%	4,088,688	3,700,148	3,849,630	239,059	6%
Industrial	120,585	99,295	88,010	32,575	37%	1,232,151	1,040,537	1,088,523	143,628	13%
Wholesale	382,044	212,351	235,694	146,350	62%	2,325,017	2,000,222	2,144,446	180,571	8%
Other Income (Expenses)	88,459	56,764	59,802	28,657	48%	1,573,908	607,791	598,015	975,892	163%
<b>Total Revenue</b>	<b>1,299,011</b>	<b>1,039,569.71</b>	<b>1,083,250</b>	<b>215,760</b>	<b>20%</b>	<b>15,306,179</b>	<b>12,320,497</b>	<b>13,582,931</b>	<b>1,723,247</b>	<b>13%</b>
<b>Operating Expenses</b>										
Chemicals and Power	62,206	59,314	72,813	10,607	15%	800,552	696,932	768,280	(32,272)	-4%
Production Operations and Maintenance	155,544	232,980	169,127	13,583	8%	1,786,096	1,720,528	1,796,035	9,940	1%
Water Distribution Operations and Maintenance	294,176	297,476	134,183	(159,992)	-119%	2,054,092	1,747,630	1,940,840	(113,252)	-6%
Administration and General	212,218	195,158	222,219	10,001	5%	2,043,411	2,051,783	2,260,881	217,470	10%
Depreciation Expense	246,272	228,530	265,928	19,655	7%	2,548,256	2,358,977	2,659,276	111,020	4%
<b>Total Operating Expenses</b>	<b>970,416</b>	<b>1,013,458</b>	<b>864,270</b>	<b>(106,146)</b>	<b>-12%</b>	<b>9,232,406</b>	<b>8,575,851</b>	<b>9,425,312</b>	<b>192,906</b>	<b>2%</b>
<b>OPERATING INCOME</b>	<b>328,595</b>	<b>26,112</b>	<b>218,980</b>	<b>109,615</b>	<b>50%</b>	<b>6,073,773</b>	<b>3,744,646</b>	<b>4,157,619</b>	<b>1,916,154</b>	<b>46%</b>
<b>Other Income (Expenses)</b>										
Investment Income	44,320	45,551	13,750	30,570	222%	476,922	222,297	137,500	339,422	247%
Gain/Loss on Fair Market Value Adjustment	(5,191)	23,327	0	(5,191)	0%	724	111,422	-	724	0%
Other Income (Expenses)	121	5,215	(4,504)	4,625	103%	(73,221)	(179,552)	(45,040)	(28,181)	-63%
Interest Expense	(80,006)	(85,933)	(74,881)	(5,125)	-7%	(803,247)	(528,457)	(808,367)	5,120	1%
Trunkage	7,347	50,400	13,500	(6,153)	-46%	238,005	191,494	135,000	103,005	76%
<b>Total Other Income (Expenses)</b>	<b>(33,408)</b>	<b>38,559</b>	<b>(52,135)</b>	<b>18,727</b>	<b>36%</b>	<b>(160,817)</b>	<b>(182,797)</b>	<b>(580,907)</b>	<b>420,090</b>	<b>72%</b>
<b>NET POSITION</b>	<b>295,187</b>	<b>64,671</b>	<b>166,845</b>	<b>128,342</b>	<b>77%</b>	<b>5,912,956</b>	<b>3,561,850</b>	<b>3,576,712</b>	<b>2,336,244</b>	<b>65%</b>

WASTEWATER	APR 2026	APR 2025	APR 2026	VARIANCE	VARIANCE	FY2026	FY2025	FY2026	VARIANCE	VARIANCE
	ACTUAL	ACTUAL	BUDGET	\$	%	ACTUAL	ACTUAL	BUDGET	\$	%
<b>Revenue</b>										
Residential	363,869	357,239	379,433	(15,564)	-4%	3,669,325	3,551,616	3,696,690	(27,365)	-1%
Commercial	264,195	305,476	274,749	(10,554)	-4%	2,859,497	2,943,330	2,711,503	147,994	5%
Industrial	134,783	114,124	98,239	36,544	37%	1,485,691	1,086,569	1,018,665	467,026	46%
Wholesale Sales	186,656	194,740	186,656	0	0%	1,469,110	1,724,728	1,866,560	(397,450)	-21%
Other Income	205,086	238,683	214,392	(9,306)	-4%	2,267,750	2,295,804	2,143,917	123,834	6%
<b>Total Revenue</b>	<b>1,154,589</b>	<b>1,210,262</b>	<b>1,153,469</b>	<b>1,121</b>	<b>0%</b>	<b>11,751,372</b>	<b>11,602,047</b>	<b>11,437,334</b>	<b>314,038</b>	<b>3%</b>
<b>Operating Expenses</b>										
Chemicals and Power	205,277	203,219	182,583	(22,694)	-12%	1,859,527	1,924,557	1,890,167	30,640	2%
Treatment Operations and Maintenance	294,552	258,460	322,925	28,373	9%	3,131,015	2,827,093	3,224,703	93,688	3%
Collection Operations and Maintenance	69,497	66,103	72,698	3,202	4%	796,828	831,684	789,367	(7,462)	-1%
Administration and General	253,811	230,742	302,593	48,782	16%	2,441,384	2,459,575	3,019,150	577,766	19%
Depreciation Expense	265,447	262,783	297,749	32,303	11%	2,731,330	2,825,660	2,977,493	246,163	8%
<b>Total Operating Expenses</b>	<b>1,088,583</b>	<b>1,021,308</b>	<b>1,178,549</b>	<b>89,966</b>	<b>8%</b>	<b>10,960,084</b>	<b>10,868,569</b>	<b>11,900,879</b>	<b>940,796</b>	<b>8%</b>
<b>OPERATING INCOME</b>	<b>66,007</b>	<b>188,955</b>	<b>(25,081)</b>	<b>91,087</b>	<b>363%</b>	<b>791,289</b>	<b>733,478</b>	<b>(463,545)</b>	<b>1,254,834</b>	<b>271%</b>
<b>Other Income (Expenses)</b>										
Investment Income	40,593	46,384	23,528	17,065	73%	500,139	525,644	235,280	264,859	113%
Gain/Loss on Fair Market Value Adjustment	(3,958)	17,789		(3,958)	0%	558	84,968		558	0%
Other Income (Expenses)	92	3,361	0	92	0%	439	4,930	0	440	4395000%
Interest Expense	(31,938)	(35,221)	(31,379)	(559)	-2%	(323,671)	(352,212)	(325,787)	2,116	1%
Trunkage	18,755	115,339	33,750	(14,995)	-44%	420,798	401,391	337,500	83,298	25%
<b>Total Other Income (Expenses)</b>	<b>23,543</b>	<b>147,651</b>	<b>25,899</b>	<b>(2,356)</b>	<b>-9%</b>	<b>598,264</b>	<b>664,722</b>	<b>246,993</b>	<b>351,271</b>	<b>142%</b>
<b>NET POSITION</b>	<b>89,550</b>	<b>336,606</b>	<b>818</b>	<b>88,731</b>	<b>10841%</b>	<b>1,389,552</b>	<b>1,398,200</b>	<b>(216,552)</b>	<b>1,606,104</b>	<b>742%</b>

<b>BROADBAND</b>	<b>APR 2026</b>	<b>APR 2025</b>	<b>APR 2026</b>	<b>VARIANCE</b>	<b>VARIANCE</b>	<b>FY2026</b>	<b>FY2025</b>	<b>FY2026</b>	<b>VARIANCE</b>	<b>VARIANCE</b>
	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>BUDGET</b>	<b>\$</b>	<b>%</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>BUDGET</b>	<b>\$</b>	<b>%</b>
<b>Revenue</b>										
BB Act Ethernet Monthly	63,130	65,357	67,200	(4,070)	-6%	635,841	659,454	667,600	(31,759)	-5%
BB Dark Fiber Monthly	83,183	84,128	85,500	(2,317)	-3%	844,758	838,893	848,250	(3,492)	0%
BB Shared Gig Monthly	2,535	1,888	3,200	(665)	-21%	25,045	44,762	28,400	(3,355)	-12%
BB Fiber Internet service	187,519	68,668	179,549	7,970	4%	1,470,275	375,212	1,351,389	118,886	9%
Other Revenue	10,376	6,477	2,710	7,666	283%	106,040	76,656	23,502	82,538	351%
<b>Total Revenue</b>	<b>346,743</b>	<b>226,518</b>	<b>338,159</b>	<b>8,584</b>	<b>3%</b>	<b>3,081,960</b>	<b>1,994,977</b>	<b>2,919,141</b>	<b>162,819</b>	<b>6%</b>
<b>Operating Expenses</b>										
Operations and Maintenance	155,164	127,603	155,865	702	0%	1,566,321	1,104,021	1,608,003	41,682	3%
Administration and General	54,584	43,975	59,236	4,652	8%	521,878	441,840	591,627	69,750	12%
Depreciation Expense	36,011	22,511	20,315	(15,696)	-77%	421,967	234,826	203,145	(218,822)	-108%
<b>Total Operating Expenses</b>	<b>245,758</b>	<b>194,088</b>	<b>235,416</b>	<b>(10,343)</b>	<b>-4%</b>	<b>2,510,166</b>	<b>1,780,686</b>	<b>2,402,775</b>	<b>(107,390)</b>	<b>-4%</b>
<b>OPERATING INCOME</b>	<b>100,985</b>	<b>32,430</b>	<b>102,743</b>	<b>(1,759)</b>	<b>-2%</b>	<b>571,795</b>	<b>214,291</b>	<b>516,366</b>	<b>55,428</b>	<b>11%</b>
<b>Other Income (Expenses)</b>										
Investment Income	0	0	0	0	0%	0	0	(0)	0	100%
Interest Expense	0	(77)	0	0	0%	(233)	(766)	(227)	(6)	-2%
Other Income (Expenses)	0	0	0	0	0%	8,906	(0)	0	8,906	89057202%
Gain/Loss on Disposal of Assets	0	98	0	0	0%	0	98	0	0	0%
<b>Total Other Income (Expense)</b>	<b>0</b>	<b>21</b>	<b>0</b>	<b>0</b>	<b>0%</b>	<b>8,673</b>	<b>(668)</b>	<b>(227)</b>	<b>8,900</b>	<b>3921%</b>
<b>NET POSITION</b>	<b>100,985</b>	<b>32,451</b>	<b>102,743</b>	<b>(1,759)</b>	<b>-2%</b>	<b>580,468</b>	<b>213,623</b>	<b>516,139</b>	<b>64,328</b>	<b>12%</b>

**Statement of Net Position**  
4/30/2026

	Total ELECTRIC Utility	Total BROADBAND Utility	Total WATER Utility	Total WASTEWATER Utility	Total FY2026	Total FY2025
<b>Assets</b>						
<b>Current Assets:</b>						
Cash and cash equivalents	8,048,768	1,826,622	5,638,640	1,506,750	17,020,780	33,028,538
Investments	73,114,575	-	4,740,181	12,029,163	89,883,919	58,465,950
Accounts Receivable	8,297,935	1,293,620	981,022	1,216,490	11,789,068	20,017,842
Unbilled Revenue	7,266,136	118,376	1,649,425	699,573	9,733,510	8,113,289
Special Assessments and other	-	-	-	13,221	13,221	28,324
Accrued Interest	527,673	-	49,567	37,799	615,038	517,321
Inventories	10,107,647	1,137,661	601,902	43,872	11,891,083	11,277,729
Prepaid Items	2,301,078	62,693	157,919	205,572	2,727,262	3,117,064
<b>Total Current Assets</b>	<b>109,663,812</b>	<b>4,438,973</b>	<b>13,818,656</b>	<b>15,752,441</b>	<b>143,673,883</b>	<b>134,566,059</b>
<b>Noncurrent Assets:</b>						
Restricted:						
Cash and cash equivalents	5,025,115	-	7,175,541	19,408,834	31,609,490	18,774,300
Investments	23,303,435	-	2,188,999	1,669,298	27,161,732	26,333,774
<b>Total Restricted</b>	<b>28,328,550</b>	<b>-</b>	<b>9,364,540</b>	<b>21,078,132</b>	<b>58,771,222</b>	<b>45,108,074</b>
<b>Capital Assets:</b>						
Land	21,098,280	-	2,178,242	260,673	23,537,195	23,537,195
Construction in Process	8,793,595	22,785,846	14,559,589	7,765,846	53,904,876	73,019,140
Plant and Equipment	522,551,544	10,217,577	122,920,061	154,288,528	809,977,711	753,794,041
Accumulated Depreciation	(269,248,223)	(5,301,651)	(46,876,244)	(70,876,235)	(392,302,353)	(370,726,061)
<b>Total Capital Assets, net</b>	<b>283,195,196</b>	<b>27,701,773</b>	<b>92,781,648</b>	<b>91,438,812</b>	<b>495,117,429</b>	<b>479,624,315</b>
<b>Other noncurrent assets:</b>						
Due from Broadband	4,367,407	-	-	-	4,367,407	500,000
Due from other Municipality	-	-	992,003	10,431,922	11,423,925	1,099,289
Due From NSA	-	-	-	-	-	12,799,561
<b>Total other noncurrent assets:</b>	<b>4,367,407</b>	<b>-</b>	<b>992,003</b>	<b>10,431,922</b>	<b>15,791,332</b>	<b>14,398,850</b>
<b>Total noncurrent assets</b>	<b>315,891,154</b>	<b>27,701,773</b>	<b>103,138,191</b>	<b>122,948,866</b>	<b>569,679,983</b>	<b>539,131,239</b>
<b>Total Asset</b>	<b>425,554,966</b>	<b>32,140,746</b>	<b>116,956,847</b>	<b>138,701,307</b>	<b>713,353,866</b>	<b>673,697,297</b>
<b>Deferred outflow of resources</b>						
Deferred postemployment benefits	1,973,445	-	448,509	568,112	2,990,066	3,499,567
Deferred Regulatory Asset	8,410,850	-	-	-	8,410,850	6,531,319
<b>Liabilities</b>						
<b>Current liabilities:</b>						
Accounts payable	(7,814,214)	(930,273)	(566,972)	(1,668,285)	(10,979,745)	(10,604,843)
Accrued salaries and wages payable	(2,439,780)	(42,143)	(262,462)	(337,948)	(3,082,333)	(3,056,303)
Deposits	(1,212,118)	-	(29,247)	-	(1,241,365)	(1,318,930)
Accrued interest payable	-	-	(85,811)	(17,900)	(103,711)	(192,689)
Current Portion of Bonds Payable	-	-	(750,000)	(1,510,000)	(2,260,000)	(2,407,416)
Current Portion of Bonds Payable Pension	-	-	-	-	-	(1,541,446)
<b>Total current liabilities:</b>	<b>(11,466,112)</b>	<b>(972,415)</b>	<b>(1,694,492)</b>	<b>(3,534,133)</b>	<b>(17,667,154)</b>	<b>(19,121,627)</b>
<b>Noncurrent liabilities:</b>						
Due to Electric	-	(4,367,407)	-	-	(4,367,407)	(500,000)
Long-term debt payable, net of current portion	-	-	-	-	-	(50,724)
Pension	-	-	-	-	-	(55,475,903)
Other NonCurrent Long Term Debt	(580,250)	-	(27,368,610)	(24,481,749)	(52,430,609)	(11,485,043)
Net pension liability	(7,225,784)	-	(1,642,224)	(2,080,148)	(10,948,156)	(11,485,043)
Total other postemployment benefit liability	(400,005)	(14,235)	(76,335)	(94,886)	(585,461)	(712,744)
<b>Total noncurrent liabilities:</b>	<b>(8,206,039)</b>	<b>(4,381,642)</b>	<b>(29,087,169)</b>	<b>(26,656,783)</b>	<b>(68,331,634)</b>	<b>(68,224,415)</b>
<b>Total Liabilities</b>	<b>(19,672,151)</b>	<b>(5,354,058)</b>	<b>(30,781,662)</b>	<b>(30,190,917)</b>	<b>(85,998,787)</b>	<b>(87,346,041)</b>
<b>Deferred inflow of resources</b>						
Deferred pension and postemployment benefits	(247,262)	(19,711)	(56,400)	(66,939)	(390,312)	(433,927)
Deferred Regulatory Credits	(476,762)	(19,785,836)	(727,093)	(32,526,528)	(53,516,219)	(47,347,271)
Deferred Inflows of Resources	-	-	(1,259,641)	(4,865,913)	(6,125,554)	(4,361,196)

4/30/2026	ELECTRIC Utility	BROADBAND Utility	WATER Utility	WASTEWATER Utility	Total FY2026	Total FY2025
<b>Net Position</b>						
Net Investments in Capital Assets	283,195,196	27,701,773	92,031,648	89,928,812	492,857,429	421,740,996
Reserved for:					-	
Debt Services	-	4,367,407	290,000	240,000	4,897,407	1,239,500
Equipment Replacement Fund	-	-	-	19,408,834	19,408,834	5,666,804
Cooperative Payments	5,025,115	-	-	-	5,025,115	4,049,687
Unrestricted	127,322,774	(25,088,039)	(7,741,087)	(37,958,523)	56,535,125	111,542,761
<b>Total Net Position</b>	<b>415,543,085</b>	<b>6,981,141</b>	<b>84,580,560</b>	<b>71,619,123</b>	<b>578,723,910</b>	<b>544,239,748</b>

The adjusted Equity section below reflects Deferred Regulatory Credits

<b>Total Net Position</b>	<b>415,543,085</b>	<b>6,981,141</b>	<b>84,580,560</b>	<b>71,619,123</b>	<b>578,723,910</b>	<b>544,239,748</b>
Deferred Regulatory Credits	476,762	19,785,836	727,093	32,526,528	53,516,219	47,347,271
<b>Total Net Position reflecting Deferred Regulatory Credits</b>	<b>416,019,847</b>	<b>26,766,977</b>	<b>85,307,653</b>	<b>104,145,651</b>	<b>632,240,129</b>	<b>591,587,019</b>



**OFFICE OF THE GENERAL MANAGER  
BOARD OF PUBLIC WORKS  
HOLLAND, MICHIGAN**

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**To: BPW Board of Directors**  
**Date: 2026-06-08**  
**Subject: FY 2027 Energy Production Property Insurance Program**

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**Finance Department**

**Introduction:**

Marsh Specialty, insurance broker of record for the Holland Board of Public Works' (HBPW) energy production property assets, has presented the property insurance renewal program for FY 2027. Following a comprehensive marketing effort and negotiations with incumbent carriers, Marsh has recommended a program structure that maintains expiring coverage terms, conditions, limits, and carrier participation while providing the most favorable premium reduction.

The recommended program structure includes all incumbent carriers participating at their expiring capacities and provides an estimated annual premium savings of \$93,918 compared to the expiring FY 2026 program. Marsh has advised that this option delivers the maximum premium reduction available while maintaining expiring coverage structure, limits, deductibles, and terms.

**Recommendation:**

Approve the Marsh Specialty FY 2027 Energy Production Property Insurance Program at a total estimated premium cost of approximately \$1,143,930.34, plus applicable surplus lines taxes and fees as finalized upon binding, and authorize the Finance Director to execute all documents necessary to bind coverage.

**Description:**

Board approval of the FY 2027 insurance program for HBPW energy production property assets is being requested.

The proposed FY 2027 program continues HBPW's established layered property insurance structure utilizing a consortium of highly rated insurance carriers to provide protection for the utility's generation assets and related operations. Marsh Specialty evaluated multiple program alternatives and recommended the proposed program structure because it preserves expiring coverage terms, conditions, limits, and deductibles while achieving the greatest premium savings.

Under this program structure:

- Coverage terms, conditions, limits, and deductibles remain substantially unchanged from the expiring program.
- All incumbent carriers remain in the program at their expiring capacities.
- Total insured values (TIV) increased 2.84%, from approximately \$486.6 million to \$500.4 million, reflecting updated property valuations.
- Despite the increase in insured values, the proposed premium is \$1,143,930.34, representing a reduction of approximately \$93,918, or 7.59%, from the expiring premium.
- Self-insured retention levels and program deductibles remain substantially unchanged from the expiring program.

Details regarding participating carriers, coverage allocations, limits, deductibles, taxes, fees, and premium allocations are included in the attached Marsh Program Summary.

Respectfully submitted,

David G. Koster  
General Manager

**Strategic Directive:**

**2. HBPW will follow fiscal policies that ensure the long-term stability of finances, cash reserves, rates, and workforce.**

**Attachments:**

**2026-06-08 HBPW FY 2027 Energy Production Property Insurance Program Summary**

Report prepared by: Jenessa Carter, Finance Director

**Holland 2026 -2027 All Insurers Premium/Engineering Breakout**  
**ALL QUOTES ARE SUBJECT TO NO FURTHER DETERIORATION OF LOSS RECORD**

	<u>2025 Expiring share</u>	<u>Proposed Share</u>	<u>Proposed Bound</u>	<u>2025 Layer Premium</u>	<u>2025 Layer Rate</u>	<u>2026 Layer Premium</u>	<u>2026 Layer Rate</u>	<u>2026 Rate +/-</u>	<u>2026 Gross Premium</u>	<u>Wholesale Commission</u>	<u>Est. Surplus Lines Taxes &amp; Admitted Fees</u>	<u>Capacity Holland</u>
AEGIS	22.50%	22.50%	22.50%	\$ 1,372,327	0.2820%	\$ 1,270,129	0.2538%	-10.0000%	\$ 285,779.03	\$ -	\$ 14,288.95	\$ 55,125,000.00
Allianz	15.00%	15.00%	15.00%	\$ 1,076,101	0.2211%	\$ 976,000	0.1950%	-11.8040%	\$ 146,400.00	\$ -	\$ 7,320.00	\$ 36,750,000.00
Munich Re (OPTION 1)	25.00%	25.00%	25.00%	\$ 945,538	0.1943%	\$ 972,360	0.1943%	0.0000%	\$ 243,090.00	\$ -	\$ 12,154.50	\$ 61,250,000.00
Swiss Re	10.00%	10.00%	10.00%	\$ 1,580,000	0.3247%	\$ 1,380,000	0.2758%	-15.0675%	\$ 138,000.00	\$ -	\$ 6,900.00	\$ 24,500,000.00
Fast Track	10.00%	10.00%	10.00%	\$ 921,900	0.1894%	\$ 948,051	0.1894%	0.0000%	\$ 94,805.10	\$ -	\$ 4,740.26	\$ 24,500,000.00
Arch	3.00%	5.00%	3.00%	\$ 1,545,000	0.3175%	\$ 1,350,502	0.2699%	-15.0000%	\$ 40,515.06	\$ 3,038.63	\$ 2,025.75	\$ 7,350,000.00
Convex	4.00%	5.00%	4.00%	\$ 1,545,000	0.3175%	\$ 1,350,502	0.2699%	-15.0000%	\$ 54,020.08	\$ 4,051.51	\$ 2,701.00	\$ 9,800,000.00
QBE	3.50%	4.00%	3.50%	\$ 1,545,000	0.3175%	\$ 1,350,502	0.2699%	-15.0000%	\$ 47,267.57	\$ 3,545.07	\$ 2,363.38	\$ 8,575,000.00
Korean Re	3.00%	5.00%	3.00%	\$ 1,545,000	0.3175%	\$ 1,350,502	0.2699%	-15.0000%	\$ 40,515.06	\$ 3,038.63	\$ 2,025.75	\$ 7,350,000.00
Helvetia	4.00%	6.00%	4.00%	\$ 1,531,225	0.3147%	\$ 1,338,461	0.2675%	-15.0000%	\$ 53,538.44	\$ 4,015.38	\$ 2,676.92	\$ 9,800,000.00
	<b>100.000%</b>	<b>107.500%</b>	<b>100.000%</b>						<b>\$ 1,143,930.34</b>	<b>\$ 17,689.22</b>	<b>\$ 57,196.52</b>	<b>\$ 245,000,000</b>

Values	
Expiring TIV	\$ 486,640,610
2026 TIV	\$ 500,444,921
Change +/-	2.84%

Premium Comparison	
Expiring Premium	\$1,237,848
2026 Premium	\$ 1,143,930
Change +/-	-7.59%

\$93,918	YOY Premium Savings
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US Market	
London Market	
Zurich Market	
New Market	



**OFFICE OF THE GENERAL MANAGER  
BOARD OF PUBLIC WORKS  
HOLLAND, MICHIGAN**

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**To: BPW Board of Directors**  
**Date: 2026-06-08**  
**Subject: Contract Award and Budget Transfer for Disinfection Improvements Project**

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**Operations Department**

**Introduction:**

This recommendation is to award a construction contract to EV Construction for the Disinfection Improvement Project, and to approve an amendment to the Fiscal Year 2027 (FY27) Water Reclamation Facility (WRF) capital budget to increase the project budget.

**Recommendation:**

Approve a contract with EV Construction in the amount of \$8,280,765, with a 6% contingency of \$500,000, for a total of \$8,780,765 pending approval as to form from the City Attorney. Also approve an amendment to the FY27 WRF Capital Budget in the amount of \$1,750,000 to increase overall project budget to \$9,750,000.

**Description:**

The intent of this project is to add UV disinfection to the treatment process at the WRF. The planned UV disinfection process will replace the existing disinfection system that utilizes sodium hypochlorite to disinfect the effluent water prior to discharge. The existing process is undersized for current plant demands, is at end of life, and has been subject to high operational costs due to notable escalation of chemical costs in recent years. The new UV disinfection system will address the hydraulic constraint created by the existing system and reduce operational costs by eliminating the need for costly chemicals.

Construction bids exceeded the current project budget, requiring a budget adjustment. Three bids were received.

Firm	Business Locations	Base Proposal Price	Meets Requirements
EV Construction	Holland, MI	\$8,280,765	Yes
Erhardt Construction	Ada, MI	\$8,441,190	Yes
Grand River Construction	Jenison, MI	\$11,853,320	Yes

For cost savings, HBPW is not pursuing either of the add-alternate options that were included in the project bid documents. Value engineering discussions are also being held with EV and the HBPW's engineer Donohue. It is not anticipated that there will be large value engineering savings from the project, however any potential savings are being investigated. These potential savings were also considered when establishing the recommended contract contingency being requested.

Revised project budget is based on the following costs:

Project Cost Center	Approved Contract Amount
Project Development Costs Previously Incurred (permit fees, UV study, testing equipment, etc.)	\$74,535
Engineering Contract with Donohue & Associates (Includes approved contingency)	\$870,215
Construction Contract with EV Construction	\$8,280,765
EV Contract Contingency (6%)	\$500,000
Total Approved Funds after EV Contract Award	\$9,725,515
Proposed Amended Budget	\$9,750,000
Previously Approved Budget	\$8,000,000
Proposed Budget Amendment	\$1,750,000

The variance between budget and bid price is attributed to inflation and supply chain issues. It is recommended that the project move forward as the equipment being replaced is at end of life. Disinfection improvements were considered in 2015 but were delayed for more study; it is not recommended to delay the project again.

The recommended budget transfer was approved by the Administrative Committee at their meeting on May 19, 2026.

Respectfully submitted,

David G. Koster  
General Manager

**Strategic Directive:**

**4. HBPW will provide reliable utility services to the customers it serves.**

**Attachments:**

**2026-06-08 UV - Engineer Bid Recommendation Letter**

**2026-06-08 HBPW Construction Services Contract EV Construction**

**2026-06-08 UV Capital Justification Form**

Report prepared by: Theo Van Aken, WRF Superintendent and Alex Craigmile, Planning Engineer



Donohue & Associates, Inc.  
 3033 Orchard Vista Drive SE, Suite 105 | Grand Rapids, MI 49546  
 616.201.2810 | donohue-associates.com

May 7, 2026

Mr. Alex Craigmile, Planning Engineer  
 Holland Board of Public Works  
 625 Hastings Avenue  
 Holland, MI 49423  
 acraigmile@hollandbpw.com

Re: Bid Evaluation and Letter of Recommendation  
 Holland Board of Public Works  
 WRF Disinfection and Hydraulic Improvements  
 Project No. 14463

Dear Mr. Alex Craigmile:

Pursuant to the Official Notice to Bidders, bids for the above referenced Project were received via email on Monday, April 27, 2026, at 2 p.m. We have reviewed all the Bids received for the Work and have enclosed a copy of the Bid Tabulation and the low bid for your information and reference.

Three bids were received. The low bid was submitted by EV Construction, of Holland, Michigan, in the amount of \$8,280,765. The second low bid was submitted by Erhardt Construction, of Ada, Michigan, in the amount of \$8,441,190. The high bid was submitted by Grand River Construction, Inc., of Jenison, Michigan, in the amount of \$11,853,320. Our opinion of probable construction cost for the Project was \$8,202,277. The low bid was approximately 0.96% above our estimate. A breakdown of the base bid and alternates for the apparent low bidder, EV Construction, is shown in the table below.

	Engineering	EV Construction
<b>Base Bid</b>	\$8,202,277	\$8,280,765
<b>Alternate 1 – Final Clarifier Influent Gates and Oxygen Reactor Effluent Channel Work</b>	\$672,415	\$1,405,596
<b>Alternate 2 – Final Clarifier Flow Meters</b>	\$182,462	\$242,438
<b>Total</b>	\$9,057,154	\$9,928,799

It is our opinion that the low bidder, EV Construction, submitted a responsive, responsible bid and is qualified and capable of performing the Work as specified. It is therefore recommended that the Holland Board of Public Works conditionally award a construction contract to EV Construction in the amount of \$8,280,765 for the base bid not including the amount for Alternates 1 and 2.

We are presenting this evaluation for your review and consideration.

Sincerely,

TJ Bates, PE  
 Project Manager

Enclosures: Bid Tabulation  
 Copy of EV Construction’s Bid Documents

**BID OPENING TABULATION**

Project Name

Holland Board of Public Works  
WRF Disinfection and Hydraulic Improvements

**Bid Opening Date**  
**Bid Opening Time**

04/27/26  
2:00 PM

Bidder Name	Base Bid Price	Alternate 1 Final Clarifier Influent Gates and Oxygen Reactor Effluent Channel Work	Alternate 2 Final Clarifier Flow Meters	Project Total with all Alternates	Addendums Acknowledged	Bid Bond
EV	\$ 8,280,765.00	\$ 1,405,596.00	\$ 242,438.00	\$ 9,928,799.00	X	X
Grand River	\$ 11,853,320.00	\$ 1,625,100.00	\$ 263,700.00	\$ 13,742,120.00	X	X
Erhardt	\$ 8,441,190.00	\$ 1,687,137.00	\$ 242,905.00	\$ 10,371,232.00	X	X
Engineer's Estimate	\$ 8,202,277.00	\$ 672,415.00	\$ 182,462.00	\$ 9,057,154.00	NA	NA

Completed By

TJ Bates - Donohue & Associates, Inc



April 27<sup>th</sup>, 2026

HBPW WRF Disinfection and Hydraulic Improvements  
46 N Lakeshore Drive  
Holland, MI 49424  
Delivered Via: E-Mail

## Proposal for Construction Services

### HBPW WRF Disinfection and Hydraulic Improvements

We have based our price on the following **clarifications**:

- » The proposed (15) month construction schedule is based on a preliminary milestone construction schedule. EV Construction reserves the right to revise this proposal if the schedule, phasing, or project parameters are altered by the client.
- » Schedule milestones are based on the following:
  - Reclaimed water system can be worked on before the UV system is operational.
  - EGLE submission is not required.
  - No lost time/delays due to extreme conditions and scheduling of system tests.
  - Assuming alternate 1 and 2 can both be completed within the overall project duration.
- » Full-time, on-site supervision (Field Manager) has been included for the duration of the project.
- » Local building and trade permits have been included.
- » Abatement of Hazardous Materials is excluded per the provided testing report.
- » No construction, design, or owner contingencies have been included. EV would recommend that this be discussed, and a contingency be incorporated into the project budget.
- » Prevailing Wages are excluded.
- » Per direction during site visit, we are assuming we can access the post aeration tank to remove the top of wall through the flume after it is removed. This is required to get multiple people into that area, as only one person can be tied off through the grate access provided directly above.



#### CORPORATE OFFICE

86 E. 6th Street,  
Holland, MI 49423  
616.392.2383

#### THE HUB

100 Grandville Street, Suite 401  
Grand Rapids, MI 49503  
800.632.7734

[www.ev.construction](http://www.ev.construction)



- 
- » Per direction at pre bid, alternate #1 scope of work is to be completed one tank at a time and assumed that the gates are already in place to shut off one tank at a time.
  - » Temporary power is assumed to be available from the HBPW facility.
  - » Exclude temporary site perimeter fencing.
  - » All listed subcontractors subject to post bid interviews and awarded at the discretion of EV Construction.



**CORPORATE OFFICE**

86 E. 6th Street,  
Holland, MI 49423  
616.392.2383

**THE HUB**

100 Grandville Street, Suite 401  
Grand Rapids, MI 49503  
800.632.7734

[www.ev.construction](http://www.ev.construction)

## BID FORM

BIDDER EV Construction

(name – typed or printed)

### PROJECT IDENTIFICATION:

#### HOLLAND BOARD OF PUBLIC WORKS

#### WRF DISINFECTION AND HYDRAULIC IMPROVEMENTS

HOLLAND, MICHIGAN

PROJECT NUMBER: 14463

### ARTICLE 1 – BID RECIPIENT

#### THIS BID IS SUBMITTED TO:

Alex Craigmile – Planning Engineer  
Holland Board of Public Works  
625 Hastings Avenue  
Holland, MI 49423  
[acraigmile@hollandbpw.com](mailto:acraigmile@hollandbpw.com)

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. Bidder has not added any conditions or qualifying statements to the Bid. The Bid will remain subject to acceptance for the bid withdrawal time stated in the Advertisement for Bids, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds, evidence of insurance coverage, and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>2026-04-14</u>
<u>2</u>	<u>2026-04-17</u>
<u>3</u>	<u>2026-04-22</u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and test of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities), if any, that have been identified in Paragraph 5.03 of the Supplementary Conditions as containing reliable Technical Data, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph 5.06 of the Supplementary Conditions as containing reliable Technical Data.
- E. Bidder has considered and correlated the information known to the Bidder; information commonly known to bidders doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; an all additional or supplementary examinations, investigations, explorations, tests, studies, and data with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Bidder’s safety precautions and programs.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**ARTICLE 4 – BIDDER’S CERTIFICATION**

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, purposes of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price:

**LUMP SUM BID PRICE**

No.	Section	Unit Description	Qty	Unit	Bid Unit Price	Bid Price
1	01 21 00	West Aeration and Oxygen Reactors 1-5 Tank Cleaning Allowance (If Alternate 1 is selected)	1	LS	\$ <u>25,000.00</u> per LS	\$ <u>25,000.00</u>
2	01 21 00	Post Aeration Tank Cleaning Allowance	1	LS	\$ <u>20,000.00</u> per LS	\$ <u>20,000.00</u>
3	01 21 00	Remainder of UV Contract Allowance	1	LS	\$ <u>999,720.00</u> per LS	\$ <u>999,720.00</u>
4	All Sections	All other work not specified in Bid Items No. 1, 2, and 3	1	LS	\$ <u>7,236,045</u> per LS	\$ <u>7,236,045</u>
TOTAL OF ALL BID PRICES (Sum of Bid Price for Each Item)						\$ <u>8,280,765</u> (figures)
eight million two hundred eighty thousand seven hundred sixty-five						Dollars
(words)						
Qty = Estimated Quantity						
Estimated Price (for each item) = Qty x Unit Price (for each item)						
LS = Lump Sum						

All specific allowances identified in Section 01 21 00 are included in the price set forth above and have been computed in accordance with Paragraph 13.02 of the General Conditions.

A. ALTERNATES: Include the following alternates as described in Section 01 23 00:

<p>Alternate 1 – Final Clarifier Influent Gates and Oxygen Reactor Effluent Channel Work</p> <p>Add</p> <p>one million four hundred five thousand five hundred ninety-six _____ Dollars (words)</p> <p>\$ 1,405,596 _____ (figures)</p> <p>Add <u>00</u> _____ days to the following Milestone if the Alternate is accepted.</p> <p>Milestone: <u>NA</u> _____</p>
<p>Alternate 2 – Final Clarifier Flow Meters</p> <p>Add</p> <p>two hundred forty-two thousand four hundred thirty-eight _____ Dollars (words)</p> <p>\$ 242,438 _____ (figures)</p> <p>Add <u>00</u> _____ days to the following Milestone if the Alternate is accepted.</p> <p>Milestone: <u>NA</u> _____</p>

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Portions of the Work must occur sequentially as necessary to maintain proper operation of the WRF. A possible construction sequence is provided in Section 01 10 00 Summary of Work.

6.02 The Contractor must determine the completion date for each of the following milestones of Work:

Construction Commencement: 06/10/2026

System 4 – UV System (per Section 01 79 10): 04/22/2027

All other Work: 09/20/27

Final Completion: 11/16/2027

6.03 Bidder agrees that the Work will be substantially completed and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates indicated in the Agreement.

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of Bid Bond  
(Certified Check or Bid Bond)  
in the amount of 5% of Lump Sum Bid Price  
(Dollars or Percent of Lump Sum Bid Price)

B. List of proposed Subcontractors having a direct contract with the Contractor. The Subcontractor listing is included at the end of this Bid Form.

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

SUBMITTED ON April 27th, 2026.

State Contractor License No. \_\_\_\_\_ (If applicable)

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Corporation

Corporation Name: EV Construction (SEAL)

State of Incorporation: Michigan

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature – attach evidence of authority to sign)

Name (typed or printed): John Parker

Title: Vice President of Project Development

Attest: \_\_\_\_\_ (CORPORATE SEAL)  
(Signature of Corporate Secretary)

Business Address: 86 E 6th St, Holland, MI 49423

Phone No: (616) 392-2383 FAX No.: \_\_\_\_\_

Date of Authorization to do business is 1945

Donohue & Associates, Inc.  
Project No. 14463

BID FORM  
A1-00 41 13-7

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Phone and FAX Number, and Address for receipt of official communications:

\_\_\_\_\_  
\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**SUBCONTRACTOR LISTING**

The following is a listing of proposed Subcontractors having a direct contract with the Contractor.

1. Mechanical: Allied Mechanical Services Inc.

2. Concrete: Schepers Concrete

3. Electrical: Windemuller

4. Masonry: Masonry Arts

5. Instrumentation: Windemuller

6. Site Work: EV Construction

7. Painting: HL Bolkema

8.

9.

10.

11.

12.

13.

# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**  
(Name, legal status and address)

EV Construction Co  
86 E 6th Street  
Holland, MI 49423

**SURETY:**  
(Name, legal status and principal place  
of business)

Hartford Fire Insurance Company  
One Hartford Plaza  
Hartford, CT 06155-0001

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**  
(Name, legal status and address)

Holland Board of Public Works  
42 South River Avenue  
Holland, MI 49423

**BOND AMOUNT: Five Percent (5%) of Amount Bid**

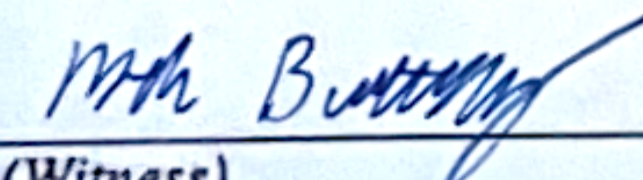
**PROJECT:**  
(Name, location or address, and Project number, if any)  
**WRF Disinfection and Hydraulic Improvements**

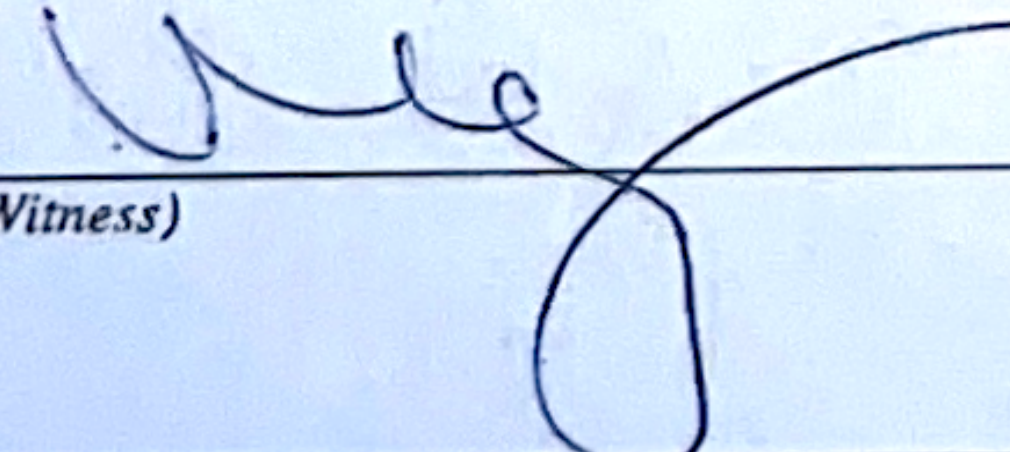
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

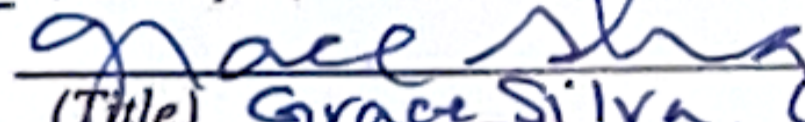
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of April, 2026


  
(Witness)

  
(Witness)

EV Construction Co  
(Principal) (Seal)

  
(Title) Grace Silva, CFO

Hartford Fire Insurance Company  
(Surety) (Seal)

  
(Title) Susan L. Small, Attorney-in-Fact

Init.

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# POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity  
and Claims to:  
**THE HARTFORD**  
BOND, T-14  
One Hartford Plaza  
Hartford, Connecticut 06155  
[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)  
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: VTC INSURANCE GROUP  
Agency Code: 35-351225

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :  
Jeffrey A. Chandler, Alan P. Chandler, Bryan Formsma, Wendy L. Hingson, Meagan L. Reynolds, Susan L. Small of TROY, Michigan

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Phyllis A. Clark*

Phyllis A. Clark, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 30th day of March, 2026, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Ciccone  
My Commission HH 644184  
Expires June 20, 2029

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **April 27th, 2026**.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dezois*

Keith D. Dezois, Assistant Vice President

**RESOLUTIONS OF THE  
BOARD OF DIRECTORS OF  
EV CONSTRUCTION CO FOR FY2026**

**AUTHORIZATION TO SIGN PROPOSALS:**

Any Proposal – Michael D. Novakoski, Joseph E. Novakoski, John M. Parker, Brett A. Lesiewicz and Christopher J. MacKenzie  
Up to \$500,000 – Any Senior Project Manager, Project Executive, and Any Director  
Up to \$100,000 – Any Project Manager, Division Manager and Preconstruction Manager  
Up to \$50,000 – Any Assistant Project Manager

*Note: No proposal shall be signed without consulting one other person with the same or a higher signing authority.*

**AUTHORIZATION TO SIGN OWNER CONTRACTS**

Michael D. Novakoski, Joseph E. Novakoski and John M. Parker

*Note: No Owner Contract shall be signed without consulting one other authorized party.*

**AUTHORIZATION TO SIGN SUBCONTRACTOR CONTRACTS:**

Any Contract - Michael D. Novakoski, Joseph E. Novakoski and Brett A. Lesiewicz

*Note: No master subcontract shall be signed without consulting with one other authorized party.*

**AUTHORIZATION TO SIGN PURCHASE ORDERS (CLIENT & SUPPLIER / VENDOR):**

Any P.O. – Joseph E. Novakoski, Michael D. Novakoski, John M. Parker, Brett A. Lesiewicz and Christopher J. MacKenzie  
EV Issued POs Up to \$250,000 – Any Senior Project Manager, Project Executive, and any Director  
EV Issued POs Up to \$100,000 – Any Project Manager  
EV Issued POs Up to \$50,000 – Any Assistant Project Manager

*Note: No Purchase Order over \$50,000 shall be signed without consulting one other person with the same or a higher signing authority. APM signatures always require review by a PM or higher.*

**AUTHORIZATION TO SIGN CHANGE ORDERS (CLIENT & SUPPLIER /  
VENDOR):**

Any Change Order – Joseph E. Novakoski, Michael D. Novakoski, John  
M. Parker, Brett A. Lesiewicz and Christopher J. MacKenzie  
Up to \$250,000 – Any Senior Project Manager, Project Executive, and  
any Director  
Up to \$100,000 – Any Project Manager  
Up to +/- \$50,000 – Any Assistant Project Manager

*Note: No Change Order over \$50,000 shall be signed without  
consulting one other person with the same or a higher signing  
authority. APM signatures always require review by a PM or higher.*

**CITY OF HOLLAND/HOLLAND BOARD OF PUBLIC WORKS**  
Construction Services Contract

This Construction Services Contract (“Contract” or “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **City of Holland, acting by and through its Holland Board of Public Works**, a Michigan municipal corporation of Ottawa and Allegan Counties, Michigan (“Owner”), which has offices located at 625 Hastings Avenue, Holland, MI 49423 and **EV Construction Co.**, a Michigan corporation (“Contractor”), which has offices located at 86 East 6<sup>th</sup> Street, Holland MI 49423.

In consideration of the promises below, the parties mutually agree as follows:

**Article 1-Scope of Services / Statement of Work**

The Contractor shall perform the scope of services (“Work”) described in the following exhibits:

**Exhibit A: Holland Board of Public Works RFP titled WRF Disinfection and Hydraulic Improvements, dated March 2026,**

**Exhibit B: EV Proposal for Construction Services dated April 27<sup>th</sup>, 2026**

**Article 2-Compensation**

2.1) The Contractor shall be paid for the “Work” as follows:

Owner shall pay to the Contractor for Work performed pursuant to this Agreement, **the stipulated sum of Eight Million Two Hundred-Eighty Thousand Seven Hundred Sixty-Five Dollars (\$8,280,765)** which shall be billed monthly in itemized billings to the Owner as work is completed. Execution and subsequent payment of this task will be authorized by the HBPW Representative designated in Article 3 as required for project completion. Any retainage required by **Exhibit A** shall not exceed the limits impose by MCL 125.1561, et seq., to the extent applicable.

2.2) The Contractor shall submit requests for payment to the Owner using, **Application and Certification for Payment form (Exhibit C)**. The Contractor shall determine the amount of Work completed and the Owner shall verify completion of the Work and pay within thirty (30) days after verification of the completed Work.

2.3) All changes to the scope of Work must be submitted to the HBPW Representative and approved in writing by the Owner.

2.4) No payments will be made to the Contractor until the Certificates of Insurance have been received by the Owner. If the insurance furnished by the Contractor expires or is cancelled during the term of the Contract, service and related payments will be suspended until insurance certificates evidencing renewal of coverage are submitted and accepted by the Owner.

**Article 3-Responsibility and Reporting of the Contractor**

3.1) The Contractor is responsible to the Holland Board of Public Works Representative, **Alex Craigmile, Planning Engineer** (“HBPW Representative”) and will cooperate and confer with him/her as necessary to insure satisfactory Work progress.

3.2) All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor’s name. All reports made in connection with the Work are subject to review and final approval of the Owner.

3.3) The Owner may review and inspect the Contractor’s activities during the term of the Contract. Owner may audit and inspect Contractor’s records and accounts covering reimbursable costs for a period of six months following the completion of Contractor’s Work. The purpose of any such audit shall be only for verification of such costs. Contractor shall not be required to keep records of or provide access to those of its costs expressed as fixed rates, a lump sum, or as a percentage of other costs.

3.4) When applicable and requested by the Owner, the Contractor will submit a final written report.

#### Article 4-Term

4.1) The term of this Contract shall commence on \_\_\_\_\_ **and shall be completed on or before** \_\_\_\_\_. Changes in the time of completion shall be in writing between the Owner and Contractor. Time is of the essence in the performance of the Work.

4.2) The Owner may terminate this Contract without cause by giving 30 days written notice to the Contractor. In the event of termination by the Owner, the Contractor shall be paid for the portion of the Work it has satisfactorily completed through the effective date of termination, as determined by the Owner. In the event of a default under the terms and conditions of this Contract, Owner may send a written notice of termination to the Contractor indicating that the Contract will be terminated within ten (10) days unless Contractor makes corrective action or cures the default specified in the notice of default.

4.3) Upon giving or receiving a termination notice, the Contractor shall promptly discontinue all services affected unless the notice directs otherwise, and shall promptly deliver or otherwise make available to the Owner all data, specifications, calculations, reports, estimates, summaries, and such other information and materials as the Contractor or its subcontractors may have accumulated in performing the Work under this Agreement, whether completed or in progress, and shall also make available all equipment and/or materials purchased specifically for the project where the Owner has reimbursed the Contractor therefor. The Owner may thereafter, in its sole option, take over the Work and prosecute the same to completion by whatever means it chooses. Contractor shall have the right, during the termination notice period, to complete such analyses and records as necessary to place its files in order and to produce a report of services completed to the date of termination. In the event that the cost incurred by Owner to complete the Work exceeds the remaining unpaid compensation to be paid to the Contractor pursuant to paragraph 2.1, the Contractor shall pay the additional cost incurred by the Owner, including reasonable attorneys' fees and costs incurred by the Owner in the termination and enforcement of this Contract.

#### Article 5-Conditions of Performance

5.1) The Contractor is licensed in the State of Michigan to provide the required manpower, services, material, and expertise to perform the Work. The Contractor affirmatively represents to the Owner that it has the knowledge, skill and expertise to perform the Work in accordance with this Contract.

5.2) The Contractor acknowledges that the Work to be performed by the Contractor shall, at all times, be in compliance with the requirements of all applicable safety, environmental, federal, state, and local laws, ordinances, rules, regulations, and standards of the Owner during the term of this Agreement. The Contractor shall be responsible to dispose of all materials in accordance with disposal methods in full compliance with federal, state, and local environmental requirements. Upon disposal, Contractor shall submit to the Owner a report which describes the location and methodology which has been used by the Contractor for the disposal of the materials. The Contractor shall maintain books and records relating to its performance under this Contract for a period not less than three (3) years after the expiration of the term of this Agreement, and shall make copies of such records available to the Owner, upon request.

5.3) Contractor acknowledges that it has made an independent investigation relative to the nature and difficulties of the Work to be performed, and assumes all cost and risk in the performance of the Work during the term of the Contract.

5.4) In performing the Work, Contractor shall exercise that degree of care and skill ordinarily exercised under similar circumstances by experienced professionals with the same degree of expertise and experience of the Contractor performing substantially similar services under similar circumstances ("Standard of Care"). **Except for the foregoing warranty, no representation, warranty, guarantee or condition, express or implied, as to the quality or nature of the Work or otherwise, is given, undertaken or made by Contractor, and all other representations, warranties, conditions and terms are excluded and denied.** Notwithstanding the foregoing, nothing contained herein shall eliminate Contractor's obligation to perform all Work in accordance with the terms and conditions of this Contract.

5.5) Contractor shall perform the Work in accordance with the terms of this Contract and all materials and equipment furnished under this Contract shall be new, unless otherwise specified, of good quality and in conformance with the Contract, and free from defective workmanship and materials.

5.6) In addition to the requirements of the Owner's "General Conditions", if any, in the event the Contractor fails to perform the Work in accordance with the Standard of Care or the terms of this Contract, for a period of one (1) year following completion of the Work, the Contractor shall correct, re-perform, or re-do the Work as may be required to conform to the Standard of Care. This warranty shall not be in lieu of any specific equipment warranties which may be applicable to the goods supplied by the Contractor.

5.7) Contractor and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status. Breach of this provision may be regarded as a material breach of the Contract to the extent required or allowed by MCL 37.2209, MCL 37.2605 and MCL 37.2704.

#### **Article 6-Insurance and Indemnification**

This Agreement is subject to the following provisions:

6.1) The Owner and the Contractor acknowledge that the Contractor is an independent contractor in all of the Contractor's activities and that in the course of such activities, at no time does the Contractor, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor become the agents of the Owner for any purpose, and at no time shall the Owner become liable in any manner whatsoever for any of the actions or activities of the Contractor, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor. In the event any person shall undertake to hold the Owner liable for any willful misconduct or negligent performance of the Contractor, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor, the Contractor expressly agrees to hold the Owner harmless of and from any such liability. The Contractor also agrees to save, indemnify, and hold harmless the Owner, its agents, officers, and employees from any claim, action, or liability arising out of or connected with its negligent performance under the terms, conditions, and agreements of this Contract resulting in losses or injuries to persons (including death) or property. In addition thereto, the Contractor agrees to purchase liability insurance, specified in this Agreement, to insure against losses arising out of the negligent performance of the Contractor's services and that of its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor, during the term of this Contract. This covenant of indemnification shall include reasonable attorneys' fees and costs incurred by the Owner in defense of such claim, action or liability. Nothing contained in this paragraph shall require the Contractor to defend the Owner from claims, or to assume any liability to the Owner or any other party for any amount greater than the degree of fault of the Contractor or his respective sub-consultants or sub-contractors, pursuant to MCL 691.991.

6.2) The Contractor shall, throughout the period of this Agreement, provide commercial general liability, automotive liability, excess liability, and pollution liability insurance covering any and all operations of the Contractor, its agents and employees with minimum liability limits as set forth below; and require that any subcontractor comply fully with the provisions of this paragraph. The Contractor shall also procure and maintain, throughout the period of this Agreement, workers' compensation and employers liability insurance coverage for all of its employees involved in the performance of this Contract. Certificates of Insurance evidencing all lines of coverage shall be provided to the Owner and respective insurance shall be maintained to provide coverage as set forth below. **The City of Holland, Holland Board of Public Works and their directors, officers, agents and employees shall be named as additional insureds of all applicable insurance policies (except workers' compensation).** All insurance policies and certificates must include an endorsement providing thirty (30) days prior written notice to the Owner of cancellation and/or reduction of coverage. The Contractor shall cease operations on the occurrence of any such cancellation or reduction in coverage, and it shall not resume operations until new insurance is in full force and effect. **The Contractor and any of its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the Owner, its directors, officers, agents, and employees and against other contractors and subcontractors.** The insurance coverage provided by the Contractor shall be primary. In the event of a loss or claim by the Owner, the Contractor upon the request of the Owner, shall produce copies of all insurance policies pursuant to the Certificate of Insurance.

6.3) The limits of liability for the insurance required by this Contract shall be for not less than the following amounts or greater where required by applicable laws and regulations:

##### 6.3.1) Workers' Compensation

Workers' Compensation: Statutory  
Employer's Liability: \$500,000.00 each Accident/each  
Employee/Policy Limit.

6.3.2) Commercial General Liability (including products completed and operations liability)

\$1,000,000.00 Each Occurrence  
\$2,000,000.00 Annual Aggregate

6.3.3) Commercial Automobile Liability:

This insurance coverage shall not be required unless the Contractor uses a motor vehicle in the performance of the Work.

\$1,000,000.00 Each Accident/Occurrence

Policies shall be written on a comprehensive form to include hired and non-owned vehicles.

6.3.4) Excess Liability Coverage:

\$5,000,000.00 Each Occurrence  
\$5,000,000.00 Aggregate

6.3.5) Pollution Liability

Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three (3) years after final completion. The limits of liability shall be for not less than:

\$1,000,000 Each Occurrence  
\$1,000,000 Annual Aggregate

6.4) Contractor shall procure and provide a Performance Bond and Payment Bond at Contractor's expense in the amount of the \$ \_\_\_\_\_ as required by MCL 129.201. All bonds shall be dated contemporaneously with this Contract or after the date of this Contract.

**Article 7-Successors and Assigns**

This Contract is binding on the Owner and the Contractor their successors and assigns. Neither the Owner nor the Contractor shall assign or transfer its interest in the Contract without written consent of the other.

**Article 8-Changes in Scope or Schedule of Services**

8.1) The Owner may require changes in the scope or schedule of the Work of the Contractor. Changes that are mutually agreed upon by the Owner and the Contractor, including any decrease or increase in the amount of the Contractor's compensation, will be incorporated into this Contract by written amendments. All changes to the scope of Work must be submitted to, and approved in writing by the Owner.

8.2) The Owner may request resolution of any dispute under this Contract by a designated agent of those matters specified in MCL 125.1564 (3) and (4) under the procedures set forth in MCL 125.1564.

**Article 9-Extent of Contract**

9.1) This Contract represents the entire agreement between the Owner and Contractor and supersedes all prior representations, negotiations or agreements, whether written or oral.

9.2) The documents constituting the Contract between the Contractor and the Owner shall include the following:

9.2.1) **This Contract pages 1 to 6.**

9.2.2) **Exhibit A: Same description as in Article 1**

9.2.3) **Exhibit B: Same description as in Article 1**

9.2.4) **Exhibit C: Application and Certification for Payment**

9.2.5) **Certificate of Liability Insurance.**

9.2.6) **Performance and Payment Bonds**

9.3) This Contract is to be interpreted by the laws of Michigan. The District or Circuit Court for the County of Ottawa shall be the forum of exclusive jurisdiction to interpret or enforce the terms of this Agreement.

9.4) Should there be any conflict between the terms of this Contract and the Exhibits, priority shall be given first to this Contract, then **Exhibit A** and then **Exhibit B**. Should there be any conflict between the terms of this Contract and any terms and conditions provided by the Contractor, the terms contained herein shall prevail.

#### **Article 10-Execution of Contract**

10.1) Execution of this Contract shall constitute a contract between the Contractor and the Owner.

10.2) Counterpart Execution. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, and all counterparts, when taken together, will constitute one same Contract. The parties agree that signatures on this Contract may be delivered by facsimile or electronically in lieu of an original signature and agree to treat facsimile or electronic signatures as original signatures that bind them to this Contract.

10.3) This Contract is executed on the date and year noted in the first paragraph of this Contract.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

**OWNER:**

**HOLLAND BOARD OF PUBLIC WORKS**

By \_\_\_\_\_  
David G. Koster

Its General Manager

Date: \_\_\_\_\_, 2024

**CONTRACTOR:**

[\_\_\_\_\_]

By \_\_\_\_\_

Its \_\_\_\_\_

APPROVED AS TO FORM  
CITY OF HOLLAND

By: \_\_\_\_\_  
Vincent L. Duckworth  
City Attorney

Dated: \_\_\_\_\_

## Capital Project Justification Form

Fiscal Year	FY2025	Director Ranking (Priority 1-3)	
Department	Operations		
Functional Area	Water Reclamation Facility		
Project Description	New Disinfection System - Project includes the construction of a new Ultraviolet disinfection system, new effluent water pumps, misc. hydraulic improvements		
Total Project Budget	\$ 9,750,000.00		
Breakdown			
Engineering	\$ 870,215.00		
Construction	\$ 8,280,765		
Materials	included in construction cost		
Contingency	\$ 599,020.00		

Reason	Explanation
<input checked="" type="checkbox"/> End of Life/Renewal	The existing chlorine contact tank was built in 1980. Contact chamber isolation gates have failed and no longer can isolation channels for maintenance.
<input checked="" type="checkbox"/> System Expansion	Existing contact tank is notably undersized for current and future plant flows. The system struggles to maintain good disinfection under elevated flow scenarios. This project would provide a properly sized tank which would better assure regulatory compliance as well as allow for future hydraulic expansion of the WRF permit capacity. It would also provide an expanded reuse water system which would allow reduction in potable water consumption at the WRF.
<input type="checkbox"/> Customer Experience Enhancement	
<input checked="" type="checkbox"/> Increased Automation/Efficiency	The UV system will automatically adjust requirements better matching UV dose to pathogen reduction requirements. Current chemical feed is manually adjusted based on lagging data (fecal coliform counts)
<input checked="" type="checkbox"/> Risk Mitigation	This project will move the WRF away from the chemical market which has proven erratic since Covid-19. This will also allow for better disinfection performance at high flows.
<input type="checkbox"/> Driven by Regulation	

**Analysis:** Please provide quantification of benefits and/or future avoided costs associated with the capital project

	Value	Narrative
Anticipated new net revenue from expansion over next ten years	\$ -	
Expected customer cash flow savings from project over next ten years	\$ -	
Quantification of risk reduction anticipated within ten year horizon	Unknown	The amount or risk is related to the flow rate through the plant. Periods of elevated flow put the facility at risk of fecal coliform violations due to insufficient contact time
Expected avoided maintenance expenses due to the renewal/replacement over the next ten years	\$ -	
Quantification of expected efficiency improvements from project over next ten years	\$ 100,000.00	O&M costs of the UV system are less than a sodium hypochlorite disinfection system.



**OFFICE OF THE GENERAL MANAGER  
BOARD OF PUBLIC WORKS  
HOLLAND, MICHIGAN**

---

**To: BPW Board of Directors**  
**Date: 2026-06-08**  
**Subject: Combustion Turbine Generator Fire Protection Upgrade Contingency and Budget Amendment**

---

**Operations Department**

**Introduction:**

This recommendation is to supplement the approved contingency with Detector Electronics LLC to account for issues identified during the design phase of the Combustion Turbine Generator (CTG) Fire Protection Upgrade project. It also seeks a capital budget amendment to account for the additional costs.

**Recommendation:**

Approve an increase to the purchase order (PO) contingency with Detector Electronics LLC (Det-Tronics) for the CTG Fire Protection Upgrade in the amount of \$7,000 for a total approved PO and contingency of \$152,000. Also, approve an amendment of \$10,000 to the FY26 Electric Production capital budget for an overall project budget of \$170,000.

**Description:**

Both of the CTGs at Holland Energy Park (HEP) utilize a Det-Tronics Fire Protection system that monitors, detects, and suppresses fires within the CTG enclosures. This system currently relies on a singular controller per unit which creates a single point of failure. This project is intended to upgrade the system to include a redundant controller and associated control components to eliminate this risk. Det-Tronics was issued a PO in January of 2026 to complete the work. While working through the design phase of the project, some deficiencies were found that were outside the scope of the PO. This includes:

- HBPW previously provided Det-Tronics with the schematics from the original system designer of the existing CTG fire protection system. These record drawings do not match the program running in the existing safety controller.
- Lack of circuit overcurrent protection for the field devices power supply
- Field device power circuit design would allow too much power to some devices as wired.

These items are simple to address but require an adjustment to the Det-Tronics PO that exceeds the contingency amount previously approved. To facilitate that adjustment, an increase to the contingency amount is required.

Planned Change Order #1	\$ 17,715
Original Contingency	\$ 13,364
Proposed additional contingency	\$ 7,000
Total contingency	\$ 20,364
Total PO + contingency	\$ 152,000

Det-Tronics scope of work does not include system installation. That work will be performed by a reputable local electrical contractor. Staff is seeking to increase the overall project budget to \$170,000 in order to also have sufficient funds to cover these installation costs.

Respectfully submitted,

David G. Koster  
General Manager

**Strategic Directive:**

**4. HBPW will provide reliable utility services to the customers it serves.**

**Attachments:**

**2026-06-08 Det-Tronics Proposal Q-127187**

Report prepared by: Michael Bender, Electric Production Engineering Supervisor



# COMMERCIAL PROPOSAL

**PRICED**

**Proposal Reference** : Q-127287

**Revision** : 0

**Date** : 29 Apr 2026

**Client** : George R Peters Associates

**Client Reference** :

**Project Name** : Holland Board of Power Redundant Panel

**End User** : WEISS ACQUISITION DBA GEORGE R PETERS



**REVISION HISTORY**

Revision	Date	Change Summary
0	29-Apr-2026	Initial Submission

This proposal was prepared by : **Keith Riggs**  
 Regional Sales Manager  
 Det-Tronics  
 6901 West 110th Street  
 Minneapolis 55438 United States  
 M: +1 4403967695  
 E-mail: [keith.riggs@spectrum-safety.com](mailto:keith.riggs@spectrum-safety.com)

**Donald Hopkins**  
 Proposal Engineer  
 Det-Tronics  
 10607 Haddington Drive, Suite 150, Houston,  
 TX 77043  
 Houston 77043 United States  
 M: +1 9522906703  
 E-mail: [donald.hopkins@spectrum-safety.com](mailto:donald.hopkins@spectrum-safety.com)

Proposal Reference : Q-127287  
 Revision : 0  
 Project Name : Holland Board of Power Redundant Panel

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## 1. INTRODUCTION

Thank you for your enquiry and the opportunity to quote for this project. Detector Electronics LLC (referred to as Det-Tronics) are pleased to submit our proposal for Fire and Gas equipment and services for the referenced project.

The scope of supply includes field devices for the fire and gas detection, and alarming equipment. This proposal was based upon the received specification.

Det-Tronics flame and gas detectors provide exceptional speed of detection, accuracy, and reliability.

The combination of the products detailed in this proposal provide a robust solution for this project.

### Scope of Supply

Proposed Drawing Package (reference file titled " G\_1S4214681\_A Det-Tronics Circuit Diagram")  
The existing documentation KV5002093-300.1 does not show the systems wiring details correctly. The wiring is completely different than when compared to the S3 Software configuration.  
The new charging system and redundant controllers need to be reference to the existing wiring. Photos indicate some site modifications that had occurred and will be included based on a site inspection/customer review of the wiring modification.

The proposed documents will include the project references to the existing Kevta drawings and maintain the tagging/cable number and any details needed for the clients' references.  
The proposed documentation will carry DEC standard document number formatting.  
What I'm proposing will give the customer an up to date and complete documents package.  
The document package proposed will be the for Units 10 and 11 (1-Set) using notes to distinguish between the two systems.

Summary of the proposed documentation package

1. Update page 1 of 18 with our standard legend page. Details Table of contents moved to EDL document, Addressing shown at device wiring location, Keep Kevta Reference documents notes.
2. Update page 2 of 18 to our standard Lon Loop wiring, remove power distribution as shown. Cross references to new power distribution agreed upon with the custom.
3. Delete page 3 of 18, Redundant information with Page 2 of 18. Update Power distribution and cross references to new drawings.
4. Update page 4 thru 16 of 18 to our standard Module wiring, Cross reference connection between pages and new power distribution.
5. Transfer Sheet 17 to new drawing in PDF Format.
6. New Documents to be created
7. - Engineering Data List (EDL)
8. - Current Calculation
9. - Cause and Effect Diagram (to reflect the existing logic)
10. - Main cabinet mechanical assembly to provide outline dimensions and labeling of the Main cabinet
11. assembly to identify major component locations within the existing Main Cabinet.
12. - Subpanel assembly to identify major component locations within the existing Main
13. Cabinet

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## 2. ABOUT THE COMPANY

Det-Tronics is a global leader in fire and gas safety systems. We provide flame and gas detection and hazard-mitigation systems for high-risk processes and industrial operations. The company designs, manufactures and commissions SIL 2 Capable flame and gas safety products that range from conventional panels to fault-tolerant, addressable systems that are globally certified.

Det-Tronics has provided engineered solutions with superior performance and reliability for over 50 years to major global customers in the oil, gas and petrochemical, automotive, aerospace, munitions, chemical, and clean energy industries.

- Our fire and gas safety systems support addressable-loop and point-to-point architectures all solutions are highly fault tolerant, configurable detection and releasing systems.
- Our optical flame detectors incorporate the latest technologies in UV, IR, UV/IR, Dual IR, and Multispectrum IR to maximize detection while minimizing false alarms.
- Our gas detectors accurately detect the presence of combustible and toxic gases using three major types of combustible and toxic gas detection technologies: fixed point, line-of-sight and acoustic. The full line includes catalytic, electrochemical, and IR absorption technologies.

Det-Tronics submits products to recognized third-party testing agencies around the world for verification of performance and quality. Worldwide, we are also the recipient of hundreds of local and national approvals, certifying that our product has withstood each agency most rigorous performance and area-classification tests.

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### 3. CONTACT INFORMATION

**Client** : **Steve Wronski**  
George R Peters Associates  
Montague  
MI  
M: (231) 557-1458  
E-mail: [stevewronski@grpeters.com](mailto:stevewronski@grpeters.com)

**Det-Tronics** : **Keith Riggs**  
Regional Sales Manager  
M: +1 4403967695  
E-mail: [keith.riggs@spectrum-safety.com](mailto:keith.riggs@spectrum-safety.com)

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## 4. COMMERCIAL SUMMARY

This proposal is based on the following commercial considerations.

- Scope of Supply : Supply of hardware only
- Date of Offer : 29-Apr-2026
- Total Price : 17,715.00 USD
- Terms and Conditions : In accordance with Det-Tronics standard terms and conditions.
- Delivery Terms : Ex-works our factory Minneapolis, Minnesota, USA.
- Delivery Schedule : To be agreed prior to placing any Purchase Order
- Quotation Validity : This quotation is valid for 90 days from the date of offer.
- Export Regulations : This proposal and performance hereunder is subject to receipt of all required U.S. and E.U. export authorizations.
- Additional Charges : The prices quoted in this proposal do not include any present or future federal, state, local, or other taxes, duties, or charges levied against the Purchaser and applicable to this quotation.
- Confidentiality : This proposal is proprietary & confidential and for the use of the addressed recipient only.
- Payment Terms : Net 30
- Payment Milestone : 100% on Acceptance of Purchase Order

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## 5. PRICING SUMMARY

Item	Description	Total USD
1	CYE10 Panel Materials	200.00
2	CYE11 Panel Materials	200.00
3	System Integration	17,315.00
<b>Total:</b>		<b>17,715.00</b>

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## 6. TECHNICAL SUMMARY AND BASIS OF PROPOSAL

This proposal for Fire & Gas equipment and associated services is based upon information received in the request for quote. The information has been reviewed the proposed equipment is designed to meet the requirements.

**This proposal is prepared with reference to the following documents:**

- No attached Docs.

**The following assumptions and considerations have been made:**

- This is a quotation for products and services only as described in this quotation. Installation of cabinets, field devices and field wiring are outside the scope of this offer.
- Standard products have been considered for this application.
- Integration Labor consists of project management, engineering and project documentation. In summary:
  - Project management: an assigned single point of contact, order processing, scheduling, status reporting and coordination of project execution actions to meet customer requirements.
  - Engineering: cabinet mechanical and electrical design, device configuration, logic programming and system testing, which is conducted using device simulators.
  - Documentation: Document list, cabinet mechanical layout and electrical drawings, power calculations, LON List, Cause & Effect diagrams, Bills of Materials, field equipment outline and electrical connection drawings, System Interconnect drawings (Excludes installation loop drawings), electronic copy of system program, standard equipment operation & maintenance manuals (up to 3 sets) and other project related documents. Drawings are provided for submittals/approvals and final 'as built'.
- This offer does not include a customer witnessed Factory Acceptance Test (FAT). This can be included at an additional cost.
- All site work including Site Acceptance Test (SAT) and / or commissioning has not been included.
- The prices presented in this proposal are only valid if an order for the total scope is placed.

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## 7. PRICED BILL OF MATERIALS

7.1 CYE10 Panel Materials					
Item	Description	Part No.	Qty	Unit Price	Extended Price
1	CABLE,LON,FLDDBUS,18AWG 1 PR Indoor/Outdoor Backbox, white, general purpose, surface mount	000147-164	50	4.00	200.00
<b>Total Price USD:</b>					<b>200.00</b>

7.2 CYE11 Panel Materials					
Item	Description	Part No.	Qty	Unit Price	Extended Price
1	CABLE,LON,FLDDBUS,18AWG 1 PR Indoor/Outdoor Backbox, white, general purpose, surface mount	000147-164	50	4.00	200.00
<b>Total Price USD:</b>					<b>200.00</b>

7.3 System Integration					
Item	Description	Part No.	Qty	Unit Price	Extended Price
1	System Integration Labor Bundle. Consists of hours from one or many disciplines.	707070-000	1	17,315.00	17,315.00
<b>Total Price USD:</b>					<b>17,315.00</b>

**Grand Total: 17,715.00**

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**COMMERCIAL NOTES:**

- Performance on this quotation/proposal is subject to the receipt with the purchase order of all required transaction details, including but not limited to parties to the sale, end user and end use, and to receiving any required U.S. export authorizations.
- Det-Tronics Terms and Conditions for Sales Contract will apply.
- Note that deviation from these terms and conditions could result in delayed delivery schedule and price changes. Client terms and conditions are not considered in this proposal.
- All prices are in USD.
- The prices quoted in this proposal do not include any present or future federal, state, local, or other taxes, duties, customs, or charges levied against the Purchaser and applicable to this quotation.
- Det-Tronics reserves the right to make substitutions or changes to products, prices, or terms and conditions without notice.
- All components will be shipped loose for field installation and testing by others, unless noted otherwise.
- Installation services and materials to be provided by others. Only equipment and services specifically listed in this proposal are included.
- All equipment or material will be standard manufacturers finish, unless specifically stated or noted.
- If Documentation Charges are quoted, then Det-Tronics will provide one original submission and one further revision.
- Det-Tronics reserves the right to levy storage fees for Client delay of shipment of goods. This fee will be charged at 0.5% of the order value per week after the committed ship date.
- **Standard warranty**
- Sixty (60) months from the date of delivery
  - PointWatch™ Eclipse® Model PIRECL IR Hydrocarbon Gas Detector
  - PointWatch™ Eclipse® Model PIRECL IR CO2 Gas Detector
  - Model X3301 Multispectrum IR Flame Detector
  - Model X3302 Multispectrum IR Flame Detector
  - FlexSight™ LS2000 Line-of-Sight IR Gas Detector
- Thirty-six (36) months from the date of delivery
  - X2200 UV Flame Detector
  - X9800 Single Frequency IR Flame Detector
  - X5200 UVIR Flame Detector
  - AC100 and ATX10 Acoustic Detector (FlexSonic® Acoustic Leak Detector)
  - UD20/UD30 and UD10 FlexVu® Universal Display
- Eighteen (18) months from the date of delivery
  - U5015 Explosion-Proof Smoke Detector
  - Model HD Risk Area Heat Detector
  - EQ3900 Gas Releasing cabinets
  - EQ30XX Controllers, and EQ37XX Modules
- Terms and Conditions and Warranty can be found at Det-Tronics Terms and Conditions. Please visit the website frequently. Det-Tronics reserves the right to make changes to Terms and Conditions of Sale without notice.
- Orders accepted by Det-Tronics cannot be cancelled by Buyer or deliveries deferred or products returned by Buyer except with prior written consent from Det-Tronics and upon terms that will indemnify Det-Tronics against all losses resulting therefrom, including the profit on any part of the order that is cancelled and subject to the Det-Tronics standard restocking fees.

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**THE PURCHASE ORDER SHOULD BE SENT TO:**

Detector Electronics Corp (CCS)  
Det-Tronics Customer Service Team  
6901 West 110th Street,  
Minneapolis, MN 55438  
United States  
+1 (800)765-3473  
orders.det-tronics@spectrum-safety.com

Please include the Proposal Reference number Q-127287 and Revision in your Purchase Order.

**International Trade Compliance Requirements**

In order to meet our international trade compliance requirements we require the below information in your Purchase Order:

- End user information including company name and address and what the end user manufacturers.
- If the end use is a vessel or platform, the name of the vessel or platform. the flag the vessel sails under (attached to the vessel / platform).
- Confirmation if this is a Federal government purchase order or if Government officials are involved.
- Confirmation if any additional consignees are involved, for example integrators including company name, address and purpose.
- Confirmation if any additional parties are involved, for example non Domestic banks including company name and address.
- Det-Tronics SPR / Quote number

**Inspection Location:**

Detector Electronics Corporation (Det-Tronics)  
Systems Center (S2)  
10901 Louisiana Ave South  
Minneapolis (Bloomington), MN 55438  
USA

Proposal Reference : Q-127287  
Revision : 0  
Project Name : Holland Board of Power Redundant Panel

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## 8. EXCEPTIONS

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## 9. PROJECT EXECUTION

This schedule represents a typical execution.

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## 10. DET-TRONICS

Det-Tronics has been providing proven flame detection, gas detection and hazard mitigation systems for high-risk processes and critical industrial operations worldwide since 1973. The company designs, manufactures and commissions certified SIL 2-capable flame and gas detection solutions. Det-Tronics products carry performance and safety certifications from globally recognized third-party testing agencies and approval bodies.

### Headquarters

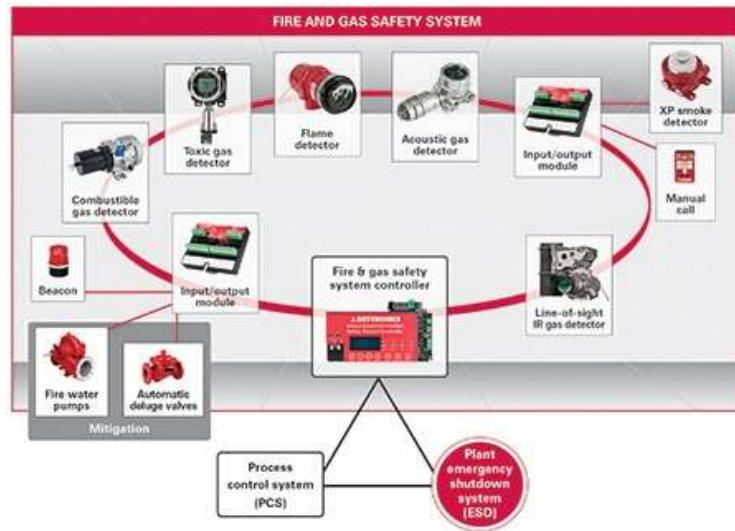
Det-Tronics has [Sales and Service offices](#) worldwide, providing local assistance from project definition to field support in the oil, gas, petrochemical, automotive, aerospace, munitions, chemical, and clean energy industries. The corporate headquarters of Det-Tronics is in Minneapolis, MN, USA, where flame, gas and mitigation products and systems are designed, manufactured and tested for installations around the world.

### Product Line

Det-Tronics products and solutions include flame detectors, combustible gas detectors, toxic gas detectors and explosion-proof smoke detectors, as well as an addressable safety controller that is compliant to NFPA 72 and certified to UL864/FM3010 for annunciation and releasing. Optical flame detectors incorporate the latest technologies in UV, IR, UV/IR, Dual IR and Multi-spectrum IR to maximize detection while minimizing false alarms.

Combustible and toxic gas detectors protect staff and facilities from these dangerous gases using a variety of technologies including acoustic, infrared (point and line-of-sight), catalytic bead and electrochemical. Det-Tronics line-of-sight and acoustic gas detection products are Exida safety award winners.

The Eagle Quantum Premier® (EQP) Fire and Gas Safety Controller is an addressable-loop, fault tolerant safety controller, engineered further to provide redundant operational capabilities. Compliant to NFPA 72 per FM Approvals, and certified SIL 2 capable, the controller supports Det-Tronics flame and gas detectors as well as third-party devices. The controller can communicate with process control and communication systems through various interfaces.



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The EQP is rated for use in hazardous locations by FM, CSA, ATEX, and IECEx, is FM performance approved and CE marked. The result is a special hazards fire- and gas-safety controller that can incorporate smoke detection, flame detection and combustible and toxic gas detection, as well as other detection technologies for high-risk applications into a single safety system. The EQP system can support ultra-high speed suppression systems with <2ms response times.

**Global Approvals**

Products intended to protect hazardous industrial applications against fire and life safety hazards must be certified to ensure that they meet functional safety requirements. Det-Tronics submits and receives product performance and safety certifications from globally recognized third-party testing agencies, as well as hundreds of local and national approvals certifying our products and systems are compliant with rigorous performance, safety, protection and other test criteria.



**Product Testing Facility**

Det-Tronics maintains a sophisticated fire and gas testing facility where countless tests are performed, encompassing a full range of fuel types, fire sizes and false-alarm sources. Our gas detectors undergo similar testing, ensuring that combustible and toxic gases are detected and that an ideal balance is maintained between environmental protection and detection performance.

**Sustainability Goals - Moving the World Forward**

Det-Tronics is committed to reducing our impact on the global climate through more efficient use of energy, reduced GHG emissions, better waste reduction, increased recycling, reduced water consumption and overall best management practices for enhanced sustainability.

**11. TRAINING**

For information on training offered by Det-Tronics, for delivery at Det-Tronics locations or other locations please visit the [Training and Education](#) website

Terms and conditions documents, including rates, can be viewed and downloaded here; [Field Service Terms and Conditions](#) .

For a Training Quote please contact the team via the website, your local RSM or our local channel partner.

**12. FIELD SERVICE**

The Field Service Terms and Conditions apply to all sales of installation, maintenance, repair, technical support, commissioning, or other services provided by Detector Electronics LLC. The documents can be viewed and downloaded here; [Field Service Terms & Conditions](#) The Field Service Rates are included in this document.

To request a quote for Field Service, contact your local Regional Sales Manager or Det-Tronics Channel Partner.

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**OFFICE OF THE GENERAL MANAGER  
BOARD OF PUBLIC WORKS  
HOLLAND, MICHIGAN**

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**To: BPW Board of Directors**  
**Date: 2026-06-08**  
**Subject: Steketee Lift Station Rehabilitation – Contract and Capital Budget Amendment**

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**Utility Services Department**

**Introduction:**

Construction of the Steketee Lift Station Rehabilitation project is substantially complete. Final project costs reflect necessary scope adjustments and additional work completed during construction, requiring a contract amendment and corresponding budget amendment.

**Recommendation:**

Approve a contract amendment with Jackson-Merkey in the amount of \$15,165.59 for a revised total of \$800,980.59, pending approval as to form from the City Attorney.

Additionally, approve a FY2026 capital budget amendment of \$55,513.19, increasing the overall project budget from \$800,000 to \$855,513.19 to cover final construction, construction engineering, SCADA integration, and site restoration costs.

**Description:**

The Steketee Lift Station Rehabilitation project has been substantially completed, with remaining work limited to final closeout activities. The Board previously approved a revised construction contract with Jackson-Merkey in the amount of \$714,378, with a 10% contingency of \$71,437, for a total authorized contract amount of \$785,815. This contingency was intended to address unknown conditions and necessary adjustments during construction.

Throughout the course of the project, several modifications and additions were required due to field conditions, coordination with utilities, and opportunities to improve long-term system

reliability. Major components of the contract amendment include wet well modifications, inclusion of the wet well rehabilitation bid alternate, electrical and surge protection upgrades, piping and force main adjustments, adjacent driveway restoration, and equipment upgrades such as check valve replacements.

These changes resulted in a total increase of \$116,787.43 to the construction contract, exceeding the originally authorized contract amount including contingency. While portions of the additional work were offset by unused allowances and cost reductions, the final contract value exceeds the previously approved total and requires a contract amendment.

In addition to construction-related costs, the project required construction engineering services from Fleis & VandenBrink to support inspection, testing, and contract administration, as well as SCADA integration services and final site restoration. These costs were not fully captured within the original project budget allocation.

While the total additional project costs are \$171,320.03, available contingency and existing budget capacity reduce the required net budget amendment to \$55,513.19.

**Fiscal Impact:**

- Original Project Budget: \$800,000
- Budget Amendment Required: \$55,513.19
- Revised Project Budget: \$855,513.19

Respectfully submitted,

David G. Koster  
General Manager

**Strategic Directive:**

**4. HBPW will provide reliable utility services to the customers it serves.**

**Attachments:**

**2026-06-08 Steketee Contract Amendment\_JMC Signed**

Report prepared by: Brian Richey, P.E. Water/Wastewater Services Superintendent

**CHANGE ORDER NO.: 1**

Owner: Holland Board of Public Works  
Engineer: Fleis & VandenBrink Engineer's Project No.: 865060  
Contractor: Jackson-Merkey Contractors, Inc.  
Project: Brecado & Steketee Lift Station Improvements  
Date Issued: 5/5/2026

The Contract is modified as follows upon execution of this Change Order:

Description:

Switch surge protection product and addition of Type 3 surge protection.	\$1,015
Add control panel insulation.	\$5,500
Replace additional wet well depth to remove entire existing cone and flat top.	\$32,886.60
Installation of electrical service conduit for Consumers Energy.	\$1,975
Concrete driveway replacement for 1722 South Shore Dr.	\$18,985
Change in forcemain size (8" vs. 6")	\$740
Increase structure spacing due to existing wet well location including piping and lift station pad modifications.	\$2,015
Replace check valves with AVK check valves.	\$11,900
Bid Alternate B – Steketee Wet Well Rehabilitation	\$77,365
Change in forcemain tie in location.	(\$6,015)
Construction of bypass assembly in bike path.	(\$1,750)
Replacement of magnolia tree	(\$1,055)
Preorder material in 2025 to save on 2026 pricing.	(\$13,774.17)
Unused Cash Allowances for Electrical Service and Temporary Electric for Steketee Lift Station.	(\$13,000)

Attachments: None.





**OFFICE OF THE GENERAL MANAGER  
BOARD OF PUBLIC WORKS  
HOLLAND, MICHIGAN**

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**To: BPW Board of Directors**  
**Date: 2026-06-08**  
**Subject: FY 2027 Terms of Service Updates**

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**Utility Services Department**

**Introduction:**

Terms of Service for each of our utilities are updated regularly to improve clarity, eliminate deficiencies, add revisions to meet changing industry standards and improve service to our customers.

**Recommendation:**

Approve Terms of Service modifications for FY 2027 and forward to City Council for approval.

**Description:**

The following additions are being proposed to the Terms of Service to become effective July 1, 2026.

General Terms of Service - Located at the beginning of each utilities Terms of Service and applies to all services.

- Section 2A Application for Service location information and Notice Regarding Unusually Large or Non-Standard Utility Use sections added.
- Section 5D Receipt of Payment. Rounding up to the nearest five cents for cash payments due to the stop in penny production.

Electric Terms of Service

- Section 16B Service Upgrades. All costs related to a change from Secondary to Primary metering, even when completed as part of a service upgrade and requested increase in capacity, are the responsibility of the Customer.

- Section 16C Service Extensions. The use of a Service Extension Fee or the requirement for a Development Agreement may vary from the electric demand levels outlined depending on an evaluation by HBPW.

- Section 21 Distributed Generation Program.

- Eligibility - If the Customer does not have 12 months of historical energy usage, HBPW will estimate an annual usage.
- Application for Enrollment - If the customer proceeds with the installation of a Distributed Generation system without first gaining HBPW approval of the application, HBPW is not responsible for additional costs incurred because of required changes to the renewable energy system, or rejection of an application.

#### Water Terms of Service

- Section 17D Water Service Line Replacement as Required by the Lead and Copper Rule. 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.

#### Broadband Terms of Service

-Section 14B Installation. HBPW adheres to procedures established by the Michigan Damage Prevention Board (MDPB) and MISS DIG (811) to locate existing utility lines. HBPW will locate the HBPW Fiber service line when MISS DIG is notified. The Customer acknowledges that private utilities, such as irrigation system, dog fences, buried lines to outbuildings, septic systems and drain fields, are not located by MISS DIG. To avoid disruption of private utilities, the Customer agrees to disclose any known private facilities during the application and installation process. HBPW is not responsible for damage to unidentified underground private utilities occurring during the fiber installation process.

- Section 15 Use of Broadband Service. Prohibited activities are grounds for immediate termination of service.

Respectfully submitted,

David G. Koster  
General Manager

#### **Strategic Directive:**

**1. HBPW will effectively and proactively address customer needs and continually seek ways to grow through the provision of added value services to its customers and the greater Holland area.**

#### **Attachments:**

**2026-06-08 General and Electric Terms of Service FY27 DRAFT**

**2026-06-08 Water Terms of Service FY27 DRAFT**

**2026-06-08 Broadband Terms of Service FY27 DRAFT**

Report prepared by: Amy Yost, Customer Solutions Senior Manager



# Electric Terms of Service

Holland Board of Public Works

Effective ~~October~~ July 1, 20256

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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](http://www.hollandbpw.com)) or by calling HBPW Customer Service (616-355-1500) or email to ([customerservice@hollandbpw.com](mailto: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.

## **BA. 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.

## **CB. 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.

## **C. 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.

## **D. 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)

## **E. 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.

## **F. 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.

## **G. 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.'

## **H. 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.

## **I. 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.

## **J. 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](http://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](http://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**

HBPW 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](http://www.hollandbpw.com/privacy)

[www.hollandbpw.com/myhbpw-terms](http://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](mailto: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.

# **Electric Terms of Service**

## **11. Electric Service Area**

Please use the link below to view a map and description of the HBPW electric service territory: [www.hollandbpw.com/en/electricity](http://www.hollandbpw.com/en/electricity)

## **12. Definitions**

- **Accessible:** Capable of being reached; within reach to HBPW staff.
- **Ampere:** Unit of electrical current.
- **Contiguous Parcels:** Pieces of real estate that are adjoined or adjacent to each other and share a common boundary, not separated by a public street.
- **Coincident Peak Demand:** Coincident Peak Demand refers to the combined kilowatt (kW) demand of multiple totalized meters that occurs at the same point in time during a billing period. It is calculated by measuring the individual demand of each qualifying meter and identifying the interval in which their simultaneous demand is highest. This value represents the peak total load drawn by the

aggregated service points at the same moment and is used for billing purposes under Totalized Metering arrangements.

- **Demand:** The maximum amount of electrical energy that is being consumed at a given time. It is measured in both Kilowatts and Kilovolt-Amperes.
- **Development Agreement:** An agreement between a Customer and the HBPW detailing the responsibility for costs associated with the extension of a new electric service for Customers with an expected load greater than 5,000 kVa.
- **Disconnect-Switch:** A mechanical switching device used to isolate a portion of the electric system for maintenance, safety, or emergency purposes.
- **Distributed Energy Value:** A seasonal determinant of the outflow credit for generation from Customers participating in the Distributed Generation Program. The Value is updated annually and will be the calculated rolling 3-year average of HBPW's seasonal wholesale Energy, capacity and delivery costs.
- **Distribution Line:** That portion of HBPW's system which delivers Primary and Secondary Voltage from transformation points on the Electric System to the Customer.
- **Electric Power or Power:** A term used in the electric industry that refers both to power (the rate at which electrical energy is transferred) and energy (the total amount of electricity used). Power is the instantaneous rate of energy transfer, measured in kilowatts (kW). Energy is the accumulated amount of power used over time, measured in kilowatt-hours (kWh).
- **Electric System:** The complete network of facilities, equipment, and infrastructure owned, operated, or maintained by HBPW for the generation, transmission, distribution, and delivery of electric power. This includes, but is not limited to, substations, transformers, poles, wires, meters, switches, control systems, and other associated assets, whether located above or below ground, and whether on public or private property.
- **Electric Vehicle (or EV):** Is an electric motor vehicle that is registered and operable on public highways in the State of Michigan and does not include Low-speed electric vehicles, such as golf carts, even if licensed to operate on public streets.
- **Energy:** That which does or is capable of doing work. It is measured in terms of the work it is capable of doing; electric energy is usually measured in Kilowatt Hours (kWh).
- **Hertz (Hz):** Cycle per second.
- **Horsepower (hp):** Unit of mechanical power equivalent to 746 watts of electrical power.
- **Kilovolt-Ampere (kVA):** Unit of apparent electrical power which at 100% Power Factor is equivalent to one Kilowatt.
- **Kilowatt (kW):** One thousand Watts.

- **Kilowatt-Hour (kWh):** Unit of electrical energy equivalent to the use of one Kilowatt for one hour. The Kilowatt-Hour is used to measure and track consumption on utility bills.
- **Level 1 EV Charger:** An EV charger that operates on a standard 120-volt alternating current (AC) household outlet, typically delivering charging power of about 1.4 kW to 1.9 kW. Level 1 charging provides the slowest charge rate and is primarily used for overnight charging in residential settings.
- **Level 2 EV Charger:** An EV charger that operates on a 208-240-volt AC Service, delivering charging power typically between 3.3 kW and 19.2 kW. Level 2 chargers enable faster charging than Level 1 and are commonly installed in homes, workplaces, and public locations requiring dedicated electrical circuits.
- **Level 3 EV Charger (DC Fast Charger):** Also known as a Direct Current Fast Charger (DCFC), this charger delivers high-power DC electricity directly to the EV battery, bypassing the vehicle's onboard charger. Level 3 chargers operate at voltages generally between 200 and 600 volts DC and provide power levels from 50 kW up to 350 kW or more, enabling rapid charging, often replenishing an EV battery to 80% capacity in 20-30 minutes. These chargers are mainly used in commercial and public fast-charging stations.
- **Line Extension Agreement:** A formal agreement between the HBPW and the Customer detailing cost responsibilities for construction of facilities associated with serving a new Customer Load.
- **Load:** The amount of Power or Kilovolt-Amperes delivered at a given point.
- **Load Factor:** The average Power divided by the peak Power over a period of time.
- **Meter Socket:** The enclosure that houses the electric Meter and provides the physical and electrical interface between HBPW's Service conductors and the Customer's internal wiring. The Meter Socket must meet the utility's specifications and applicable electrical codes, and is required for the proper installation, operation, and maintenance of the HBPW's electric meter.
- **Metering System:** The complete set of equipment and technology used by HBPW to measure, record, and communicate a Customer's electric energy usage. This includes, but is not limited to, the electric Meter, Meter Socket, communication devices, sensors, software, and any associated infrastructure required to collect usage data for billing, monitoring, and system management. The Metering System remains the property of HBPW and must be accessible for maintenance, inspection, and data collection.
- **Point of Common Coupling:** The point at which the Customer's electrical conductors connect with HBPW's distribution system.
- **Pole:** A vertical structure, typically made of wood, metal, or concrete, used by the HBPW to support overhead electric, telecommunications, or other utility lines and

associated equipment, including but not limited to transformers, insulators, conductors, and streetlights. All Poles installed by or on behalf of the HBPW remain the property of HBPW unless otherwise specified.

- **Pole Attachment Agreement:** A written agreement between HBPW and a third party—such as a telecommunications provider, cable company, or broadband service provider—that grants the third party permission to attach its equipment (e.g., cables, wires, hardware) to HBPW-owned Poles.
- **Power Factor (P.F.):** Ratio of real Power flowing to the Load (watts) to apparent Power in the circuit (volt-amperes), expressed in a percentage (%).
- **Primary Metered:** Is a metering configuration where electric Service is measured at the HBPW's Primary Voltage before any transformation to a lower voltage by the customer. In a Primary Metered setup, the Customer owns, operates, and maintains the transformation equipment (such as transformers and switchgear) necessary to step down the voltage for their own use.
- **Primary Voltage:** The nominal voltage level at which electric power is distributed from substations to distribution transformers before being stepped down for end-use. For HBPW, Primary Voltage refers to 7,200 volts (phase-to-ground) and 12,470 volts (phase-to-phase) in a grounded wye system configuration.
- **Private Developer:** Any individual, company, partnership, or non-governmental entity undertaking a private development project, typically for commercial, residential, or industrial purposes.
- **Public Developer:** A unit of local, state, or federal government, or an agency thereof, acting in its official governmental capacity to carry out public infrastructure improvements.
- **Qualified Facility (QF):** A cogeneration or small power production facility that meets certain ownership, operating, and efficiency criteria established pursuant to the Public Utility Regulatory Policies Act (PURPA).
- **Riser Pole:** Pole where the transition takes place between underground and overhead facilities. May be primary or secondary.
- **Secondary Voltage:** Nominal voltage of 480 volts or less.
- **Self-Contained Meter:** A type of electric meter that is directly connected to the electrical service conductors and contains all necessary components to measure electricity usage without the need for additional instrument transformers. It is commonly used in residential and light commercial installations where the service voltage and current are within the meter's rating limits. Self-Contained Meters can be remotely disconnected.
- **Service Entrance Conductors:** The Customer-owned conductors between the Customer's main disconnecting device and the termination of HBPW's service conductors.

- **Service Pedestal:** A ground-mounted, weatherproof enclosure installed by HBPW that serves as the Point of Common Coupling between HBPW's underground distribution system and the Customer's service conductors. The service pedestal contains electrical terminals and other necessary components to facilitate the delivery of electric service. It remains the property of HBPW and must remain accessible for maintenance, inspection, and service restoration.
- **Service Upgrade:** Replacement of a service panel, meter socket or transformer to a unit with a larger capacity rating, or any Customer change that requires HBPW to increase the size of its service conductor to the Service Location for an existing Customer.
- **Service Extension:** Is the installation of new electric infrastructure necessary to deliver Power from the existing HBPW Electric System to a Customer's Service Location where electric Service does not currently exist, or where additional infrastructure is required to accommodate new or increased electrical load. This may include, but is not limited to, poles, conductors, transformers, switchgear, conduit, and related equipment. Service Extensions typically apply to new construction, property development, or relocation of electric service and are distinct from Service Upgrades, which involve modifications to existing service capacity.
- **Single-Phase:** A type of alternating current (AC) electric power service that uses a single alternating voltage cycle, typically delivered through two conductors: one "hot" (phase) wire and one neutral wire. Single-phase service provides electric power for residential and light commercial applications, supporting standard voltages such as 120/240 volts. It is suitable for smaller loads and equipment that do not require three-phase power.
- **Temporary Service:** An electric Service provided for a limited period to support short-term needs such as construction, seasonal activities, special events, or other non-permanent installations. This type of Service is not intended for continuous or long-term use and is typically disconnected once the temporary need has ended or permanent service is established.
- **Three-Phase:** A method of alternating current (AC) electric power transmission and distribution that uses three separate conductors, each carrying current with a phase difference of 120 electrical degrees. This system provides a continuous and balanced flow of electricity, commonly used for commercial, industrial, and large-scale applications due to its efficiency in delivering high power loads and operating electric motors.
- **Totalized Metering:** Is the aggregation of multiple qualifying electric Meters—serving a single facility or multiple facilities located on a single parcel or Contiguous Parcels—into a single Account for billing purposes.
- **Volt:** Unit of electrical force.

- **Watt:** Represents a basic unit of electricity. It's a small unit of measurement used to describe the electric consumption of individual devices or small appliances.

## **13. Service Conditions**

### **A. Description of Service**

#### **I. Available Voltages**

1. Single-Phase 120/240 Volt or 120/208 Volt three wire Service is available.
2. Three-Phase, four wire (wye) 120/208 volt or 277/480 Volt may be made available for Commercial Customer and Industrial Customer Services. Three-Phase Residential Customer Services are available at HBPW discretion.
3. Primary Voltage service at 7,200/12,470 Volt, three phase, four wire (wye), is available. All equipment necessary for the protection of the Customer's equipment and the control of electricity shall be located on the Customer's side of the point of delivery and shall be furnished, installed, and maintained by the Customer. Point of Common Coupling shall be at the Customer's electrical connection to the HBPW's metering equipment.
4. The HBPW is not required to provide more than one electric Service to a Customer's Premises. In cases where the HBPW permits an additional electric Service, the Customer shall pay the additional costs, including but not limited to extension fees, readiness to serve fees, and other fees involved.
5. If a Customer desires a Three-Phase voltage different from the established voltage in the area, it may be furnished at the HBPW's option. In such cases, the Customer may incur extra costs involved. In such cases where there is more than one established voltage in the area, the HBPW shall determine which voltage will be furnished and any applicable costs.

#### **II. Customer Responsibility—Electric Meters**

Each Customer shall have the responsibility for installing electric metering sockets to permit HBPW to connect its Meter or Metering System to HBPW's electric distribution system. The meter socket, Meter, or metering device shall be and remain Accessible to employees of HBPW and must be maintained in front of and to both sides of the Meter for installation, operation, testing, and replacement. HBPW may promulgate additional rules and regulations regarding the technical requirements and specifications for connection to Meters.

In the event HBPW should change its Meters or implement an alternate Meter Reading system, the Customer, upon not less than thirty (30) days' notice, shall arrange for the necessary electrical installation, including but not limited to the replacement of electric Meter Sockets, in order to make the Customer connection compatible with the new meters or alternate meter reading system.

HBPW may, from time to time, offer an installment payment of costs or other financial incentive to the Customer for the conversion of the Customer equipment in order to construct and install compatible Meter Sockets and equipment for the Meters or Metering System of HBPW. The terms of the installment payment of costs or other financial incentive shall be incorporated into a resolution as adopted, from time to time, by the directors of HBPW and/or the Holland City Council, which shall specify the assistance available to Customers.

In the event a Customer fails to pay for the conversion of the electric Metering Socket and/or equipment, HBPW shall have the right to enter on the premises and arrange for such connection work to be done and place a lien on the Customer premises for such costs and installation. The installation of necessary metering sockets shall be subject to all rights and remedies as permitted by law and charter for the establishment and priority of a lien as permitted by law.

(Holland City Code §9-10).

### **III. Vegetation Management and Trimming of Trees**

#### **HBPW's Right to Trim Trees**

All vegetation maintenance performed by HBPW follows pruning standards approved by the American National Standards for Line Clearance. HBPW's goal is to retain the health of trees and other vegetation, as we clear lines to ensure Customer safety and system reliability. HBPW strives to complete a tree trimming maintenance cycle throughout our service area every three years in order to provide clearance for power lines.

HBPW shall have the right, privilege, and authority to trim trees, overhanging branches, hedges, shrubs, or other obstructions which might endanger the safety or interfere with the construction, operation, and maintenance of any Poles, cross-arms, wires, conductors, insulators, or other electrical fixtures, devices, or apparatus of HBPW. By acceptance of electric service from HBPW, each electric Customer shall be deemed conclusively to have granted such right, privilege, and authority to HBPW; and if any electric Customer thereafter should challenge or object to the exercise of such service in the general utility function of HBPW, service to such Customer may be refused and/or discontinued for that reason alone.

(Holland City Code §9-14)

**Routine Vegetation and Tree Trimming Waste - Customer Responsibility**

Customers are responsible for maintaining vegetation on their Premises so that it does not interfere with the electric Service(s), particularly service wire (the line from the utility Pole to the Customer's building). If vegetation on a Customer's Premise poses a hazard to electric lines, the Customer may be required to remove it at their own expense. If necessary, HBPW may temporarily Disconnect Service to allow for safe removal, at the Customer's request and/or expense.

**Brush and Debris Cleanup**

During routine, scheduled vegetation work performed by HBPW or its contractors, debris such as branches and brush will be cut and left in a manageable condition on the property near the trimming site. It is the Customer's responsibility to remove and dispose of this material unless otherwise agreed in writing. HBPW does not haul away wood or brush resulting from routine maintenance unless the trimming occurs on public property or as part of a broader utility-directed project.

**Customer Reported Tree Hazards**

If a Customer reports that a tree located on their Premises poses a danger to HBPW's electric lines or equipment, HBPW will, at its sole discretion, evaluate the situation to determine whether tree trimming or removal is warranted. HBPW is not obligated to perform trimming or removal if, upon inspection, it is determined that the tree does not pose an immediate threat to system reliability or public safety.

In cases where HBPW determines that a tree on the Customer's property presents a significant hazard to the electric Service line and requires removal, but the tree lies outside the HBPW's trimming responsibility, HBPW may elect to temporarily Disconnect electric Service to allow the Customer to safely remove the tree. Electric Service will not be reconnected until the hazardous condition has been fully resolved to HBPW's satisfaction.

(Holland City Code §9-13(1)).

HBPW assumes no liability for delays in Service Restoration due to Customer responsibilities in removing privately owned trees or vegetation.

(Holland City Code §9-13(2)).

### **Storm or Emergency Tree Damage**

In the event of a storm, high winds, or other natural event that causes trees or limbs to fall on or damage electric lines:

- HBPW will work to clear trees and debris necessary to restore electric Service and ensure public safety. HBPW will cut and move debris as needed to access and repair electrical infrastructure but will not remove or haul away debris from private property. This includes large limbs, trunks, or brush remaining after service has been restored.
- The Property Owner or Customer is responsible for any further debris removal, cleanup, or disposal of tree material on their land after storm restoration efforts are complete.

### **B. Customer Equipment**

The Customer is responsible for ensuring that their wiring and equipment meet all requirements of the Michigan Electric Code. HBPW may Discontinue or Terminate Service to any Customer whose wiring or equipment constitutes a hazard to the public, HBPW employees, equipment, or its Service to others.

The Customer shall install and maintain the necessary devices to protect their equipment against service interruptions, phase loss, variations in voltage and other disturbances in HBPW electric transmission and distribution system, as well as the necessary devices to protect HBPW system equipment against overload caused by the Customer's equipment.

Except as part of an approved PURPA Qualified Facility (see Section 22) or participation in the HBPW Distributed Generation Program (see Section 23), a Customer shall not back-feed or transmit energy from Customer equipment to the HBPW Electric System.

### **C. Customer Equipment on Poles; Prohibited**

It is the intent of HBPW to provide a safe working environment for its employees and additional parties with whom HBPW has a Pole Attachment Agreement by regulating the attachment of Customer-owned equipment to HBPW Poles.

1. Customer-owned equipment will not be installed on HBPW Poles for new installations.
2. HBPW will furnish and install a Service Pedestal adjacent to the Pole for connection to Customer's underground service conductors. The Service Pedestal

will be the service point and will be the demarcation point between the HBPW distribution system and the Customer's underground facilities.

Upon replacement of a Pole, HBPW, at its discretion and expense, may either relocate Customer owned facilities to the new Pole, or remove the Customer owned facilities from the Pole and establish the service point as a Service Pedestal installed adjacent to the Pole. HBPW will inform the Customer of the needed relocation and determine a mutually agreeable location for the Customer-owned equipment.

Customers shall remove Customer owned facilities from HBPW Poles if the existing underground service conductors are replaced or the entire Pole mounted facility requires replacement due to damage or deterioration.

1. Customers shall obtain approval of the service point and meter location before starting installation of a new or additional service entrance. Customer is responsible for installing the underground service conductors from HBPW Service Pedestal to their service equipment.
2. Modifications to Customer owned facilities must comply with the requirements of the current edition of the Michigan Electric Code

Any exceptions to the above requirements must be approved by HBPW.

## **D. Power Quality**

The Customer shall use the Service as not to cause interference, affect voltage, affect frequency, add harmonics, or cause other disturbances to the HBPW Electric System or another Customer's Service. If HBPW notifies the Customer of such a condition, HBPW can require the Customer to 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 service until the Customer has remedied the situation and has paid fees for investigations and reconnections.

The Customer will be charged for all costs associated with alterations to HBPW Electric System required to continue proper operation in conjunction with the Customer's equipment. The Customer may also be liable for damage to HBPW equipment for damage to any equipment of other Customers. In determining the existence of disturbances, HBPW will rely on the latest revision of all pertinent IEEE and ANSI Standards. HBPW may also use other appropriate standards or criteria in determining disturbances to the HBPW Electric System.

## **14. Metering**

### **A. General**

All energy sold to Customers will be measured by a Meter owned and maintained by HBPW. In Service Locations where it is impractical to Meter, such as street lighting or some temporary special installations, consumption will be calculated and billed according to an approved monthly Rate.

### **B. Installation/Ownership**

The Customer is responsible for installing and maintaining a Metering Socket. Approved one and two position Meter Sockets will be provided to the Customer at no charge by HBPW. Metering Sockets with three or more positions will be supplied by the HBPW to the Customer at the Customer's expense. Alternatively, a HBPW approved Meter Socket may be supplied by the Customer at its expense.

HBPW shall maintain the Meters, Meter Sockets, potential and current transformers, and metering cabinet when required for commercial and industrial Customers.

Customers shall furnish, install, own, and maintain all other service equipment, wiring, and conduits from the weatherhead of an overhead service connection or from the Service Pedestal, transformer, or Primary Metering Cabinet of an underground service connection.

### **C. Meter Specifications**

1. 120/240 Volt Single-Phase Service, 200 Ampere or less, shall use 4 jaw Meter Socket. 400 Ampere Service shall use class 320 Self-Contained Meter Socket.
2. 120/240 Volt Single-Phase Services will not be supplied from a 120/208 Volt Three-Phase supply.
3. 120/208 Volt and 277/480 Volt Three-Phase service, 200 Ampere or less, shall use 7 terminal Self-Contained Meter Socket. 400 Ampere Service shall use class 320 - 7 terminal Self-Contained Meter Socket. All three phases must be supplied to the Meter Socket for proper Meter operation.
4. Except in the case of some multiple occupancy buildings, Meter Sockets shall be furnished by HBPW. Customer is responsible for installation, wiring connections, and maintenance of the Meter Socket.
5. Installed height of Meter shall be between 3 feet and 6 feet above grade.

6. Metering installations not covered by paragraphs 1 or 2 as shown above or variations to the above specifications shall be approved in advance by the HBPW Electric Engineering Department.

## **D. Meter Location**

HBPW requires that all Meters be Accessible for inspection and maintenance at any time. As such, Meters shall be located outdoors unless otherwise approved by HBPW. Meters may not be behind debris, locked fences, gates, or other obstructions. Decks, walls, vegetation, or any obstruction are not permitted within 36 inches of any HBPW electrical equipment. HBPW may require Meters to be relocated if the current location does not meet accessibility standards.

HBPW may approve the installation of Meters indoors when there is no suitable outdoor location. Indoor locations shall remain Accessible to HBPW and must be kept free of obstructions.

Meter Sockets and instrument transformer enclosures shall not be used as junction boxes for supplying the Customer's branch circuits or grounding conductor termination. No wiring other than service entrance and bonding conductors shall be run through this equipment.

For stacked multiple Meter Socket panels, the lowest meter shall not be less than twenty-four inches from the floor for indoor locations. For outdoor locations, the installed Meter centerlines shall be a minimum of thirty inches from finished grade and a maximum of seventy-two inches from finished grade. For stacked multiple Meter Socket panels, there shall be no more than four Meters stacked vertically.

All metering locations shall meet the clearance requirements specified in the Michigan Electric Code. New and refurbished electric services shall be inspected and approved by the City or Township Electric Inspector prior to HBPW installing a Meter and energizing the Service.

## **E. Meters for Multiple Occupancy Buildings**

The Meters for multiple occupancy buildings, where several floors, apartments, stores, etc. are rented separately, shall be grouped in a HBPW approved location where they will be Accessible at all times to HBPW service employees. Metering equipment in multiple occupancy buildings shall be plainly marked with permanent tags identifying the portion of the building served. Such identification is the responsibility of the Property Owner and must be verified prior to Meter installation. If identification changes after

Meter installation or verification does not occur, any billing discrepancies are the responsibility of the Property Owner. Refer to Section 2E for further information on the prohibition of resale of electricity in multiple occupancy buildings.

## **F. Separate Disconnect-Switch Requirement**

To permit HBPW the ability to Terminate Service to or Disconnect a single Customer for any reason, as allowed by these Terms of Service, Customers in Multi-Occupancy buildings shall provide a separate Disconnect-Switch for each Customer's Service that isn't a Self-Contained Meter. The Disconnect-Switch(s) shall be Accessible to emergency and HBPW personnel, capable of interrupting the Customer Load, and lockable by HBPW. The Disconnect-Switch and access to it shall be maintained by the Property Owner.

Services without separate Disconnect-Switches, that are delinquent Accounts, shall provide a separate Disconnect-Switch within 90 days of a Disconnection Notice. Failure to do so will result in Discontinuation of services until remedied.

## **G. Meter Calibration Request**

Upon Customer request and subject to applicable fees, HBPW may check Meter calibration to ensure it is within the permitted accuracy limits of plus or minus two percent. Inaccurate Meters, those outside of the permitted accuracy limits, will be repaired or replaced.

## **H. Damaged Meter**

The Customer shall be held liable for damage to the Meter from acts of carelessness, negligence, or willful damage. This includes damage caused by ice buildup or falling ice. HBPW will repair or replace any Meter so damaged and the cost shall be billed to the Customer.

## **I. Primary Metering Requirements**

Customers may elect to be served with Primary Voltages. Customers served with Primary Voltages must own and maintain their transformer(s). Customers with individual services larger than 2,000 kVA are required to be served with Primary Voltage and will be Primary Metered. The following guidelines will apply:

## **I. Holland Board of Public Works Responsibilities**

HBPW will furnish, install and maintain the Primary Metered Service, which may include as necessary, the wires from HBPW's Electric System, a Meter, metering transformers, and a metering cabinet, in accordance with the applicable Rates and extension policies.

HBPW shall install the Primary Metered Service to the Customer's Premise at the property line or other determined location, as determined in HBPW's discretion. HBPW will make final connections at the meter cabinet or overhead rack. At HBPW's discretion, Primary Metered Service will be either a pad-mounted cabinet or an overhead metering setup on a Riser Pole.

## **II. Application Process for New Primary Metered Customer**

The Customer shall apply to HBPW for proposed Primary Metered Service and obtain approval of the location, equipment, and design before starting installation of the Customer's service entrance. Customers shall submit a plan view drawing of the installation and shop drawings of switchgear to HBPW for approval prior to finalizing orders for service equipment to avoid delays and unnecessary expense for the Customer and HBPW.

Customer-owned load-side service entrance equipment shall include a Three-Phase, gang-operated load-break disconnection means and overcurrent protection. The disconnect shall be located to provide visible open and operating capabilities to both the Customer and HBPW.

Any exceptions to the above requirements must be approved by HBPW.

The Customer installs and owns all service conductors up to the Primary Metered cabinet. Customer shall provide a two-hole NEMA standard lug for each conductor, including the neutral conductor(s).

## **J. Transformer Purchase Procedure**

In the event that a HBPW Customer would like to purchase a HBPW-owned transformer, the following guidelines are established.

1. In the event that a HBPW Customer is without electricity due to failure of a Customer-owned transformer, the Customer may purchase a transformer from the HBPW stock in order to restore Power to their facility, as long as there is adequate stock remaining to meet HBPW's system needs. The determination of HBPW's system needs is at HBPW's sole discretion. HBPW will then order an

equivalent replacement for stock and the Customer will pay for the replacement transformer including sales tax, delivery charges and 10% service charge.

2. If a Customer desires to purchase a HBPW-owned transformer that is currently in-service at the Customer's Premise, then HBPW may offer the transformer for sale to the Customer for the fair market value of the unit. The market value will be determined by HBPW based upon the value of used transformers that are currently for sale on the market, but the value shall not be less than 25 percent of the price of the unit when it was purchased new. The determination and valuation of the transformer based on market pricing, will be in HBPW's sole discretion. If the Customer accepts the market price and documents their intent to purchase, HBPW will declare the transformer surplus and offer it for sale to the Customer for the established price plus any sales tax that may be required.
3. HBPW provides no guarantee or warranty on the transformer unit or its installation. All Customer owned Primary Metered transformer installations must comply with specifications in these Terms of Service and the National Electric Code ("NEC") requirements. The Customer is responsible for properly sizing transformers and associated equipment and may be required to replace the transformer or other equipment, at Customer's expense, in order to comply with the NEC.

## **K. Totalized (Aggregate) Metering**

HBPW requires Totalized Metering in accordance with all of the following conditions:

1. Meters servicing a single facility or multiple facilities located on a single parcel or Contiguous Parcels for a Customer and their affiliates. An affiliate is any person or entity that shares at least 10% direct or indirect common ownership or control.
2. Only Meters of the same Voltage and that are billed under Rate K will be totalized. Each Meter contributing to the total must also individually qualify for Rate K.
3. Metered backup services, or those services that are essentially on standby with no consistent usage, are permitted on a case-by-case basis. Backup services shall be of the same voltage and able to qualify for Rate K while in use. Backup Meters will incur a monthly Meter charge but do not need to consistently meet the Rate K demand requirement to be included as a Totalized Meter.
4. The total kWh for the Totalized Meters and the Coincident Peak Demand (kW) of the Totalized Meters shall be used for billing purposes.
5. Totalized Metering will result in a single Account and bill. Full payment of the totalized bill will be required each month. HBPW is not obligated to provide segmented accounting on Totalized Meters.

## **15. Selection of Rates**

HBPW will place the Customer on the appropriate Rate at the time service is initiated, or within an appropriate time frame after a change of Account or new Service request. In some cases, the Customer may be eligible to take Service under any one of two or more Rates. Upon request, the HBPW will assist the Customer in the selection of the Rate, based on the best available information, but the responsibility for the selection of an appropriate Rate, when more than one Rate can apply, shall be the sole responsibility of the Customer.

When a Customer is eligible to select a Rate, they must remain on the selected Rate for a minimum of twelve (12) months before requesting a change to a different Rate. The Customer shall not evade this rule by temporarily Terminating Service. HBPW may waive the provisions of this paragraph where it appears that a change of the Rate is necessary for permanent rather than temporary or seasonal advantage. The intent of this rule is to prevent frequent changes from Rate to Rate. The determination of business Rates is based upon the average kW (peak Demand) and Load Factor of the previous twelve months.

No credits or back billed amounts will be issued to accounts when Rates are changed. The new Rate will become effective at the time of the change.

### **A. Residential Electric Vehicle Charging**

HBPW offers rebates for residential Level 2 EV Chargers through the HBPW Beneficial Electrification Program.

The Time-of-Use Rate for Residential Customers possessing a Plug-In Electric Vehicle is a required Rate for a minimum of 12 months for all Customers receiving a rebate from HBPW for a Level 2 EV Charger installed at their residence. The Time-of-Use Rate shall be applied to Energy use during on, mid, and off-peak time periods as defined on the approved Rate sheet.

Level 2 EV Charging is defined as providing 208-240 volt single phase alternating current energy to an onboard battery of an electric motor vehicle that is registered and operable on public highways in the State of Michigan.

Customers shall not back-feed or transmit stored energy from an Electric Vehicle's battery, or any other vehicle's battery, to HBPW's Electric System.

## **B. Non-Residential Electric Vehicle Charging**

Level 2 EV chargers owned by Customers for commercial purposes shall be installed on the Customer's internal Electric System and the Customers Rate shall apply to all energy usage provided to the charger.

Energy usage by Level 3 EV Chargers (DCFC) owned by Customers for commercial purposes, and installed on the Customer's internal Electric System, shall be charged at the Customer's Rate. Level 3 EV Chargers (DCFC) owned by Customers for commercial purposes, and are separately metered by HBPW, qualify for the Non-Residential Vehicle Charging Rate.

Specific provisions and requirements for commercial Level 2 EV Chargers and Level 3 EV Chargers DCFC, as well as HBPW rebate opportunities, are further described in the HBPW Non-Residential Vehicle Charger Program Terms and Conditions.

The provision of electric vehicle charging Service for which there is no direct per kWh charge shall not be considered resale of Service as described in Section 2E.

Customers shall not back-feed or transmit stored energy from an Electric Vehicle's battery to HBPW's distribution system.

## **16. Electric System Extensions & Upgrades**

HBPW will install an electric Service from its Electric System Distribution Lines to a Point of Common Coupling on the Customer's Premises.

### **A. Underground Required, Costs.**

All new Services, Service Upgrades, and Service Extensions must be underground, unless otherwise determined by HBPW. A contribution-in-aid-of-construction for all new Service Extensions, including for existing Customers, may be required subject to the Service Extension Fee calculation or through a Development Agreement.

### **B. Service Upgrades**

A Service upgrade refers to modifications made to an existing electrical Service where the capacity needs to be increased or the equipment must be replaced due to age, wear, or condition. In such cases, the HBPW will upgrade or replace HBPW-owned equipment that it is responsible for, at HBPW's cost, including components up to the Point of Common Coupling. Customers are responsible for all costs associated with

upgrading or replacing their own equipment, including service panels, wiring beyond the Point of Common Coupling, and any modifications required to accommodate the upgraded Service. All costs related to a change from Secondary to Primary metering, even when completed as part of a service upgrade and requested increase in capacity, are the responsibility of the Customer. All upgrades are subject to inspection and must comply with current codes and standards. All Service Upgrades are to be underground and follow the requirements in section 15B III and IV below. Upgraded services are allowed to remain overhead at HBPW discretion.

## **C. Service Extensions**

A Service extension refers to the installation of new electric facilities required to deliver power from HBPW's existing Electric System to a new or relocated Customer Service Location. This includes the construction or extension of electric lines, transformers, and other associated infrastructure necessary to provide Electric Service where none previously existed or where capacity must be added to serve new load. The terms and conditions for service extensions vary depending on the size of the requested electric load, the Customer's ownership status, and the projected long-term revenue. The following sections outline the general applicable responsibilities and fee structures associated with Service extensions. The use of a Service Extension Fee or the requirement for a Development Agreement may vary from the electric demand levels outlined below depending on an evaluation by HBPW.

### **I. Service Extension Fee**

Electric Service requests less than or equal to 5,000 kVA, shall be subject to an executed Line Extension Agreement between the Customer and HBPW detailing the responsibility of payment for line extension costs. For all Customer classes where the Customer is the property owner, and where the anticipated present value of net revenues over a period determined by HBPW (3-7 years depending on Customer class) are less than required by the cost of the service extension project, the applicant shall make a nonrefundable contribution in aid of construction equal to the difference between the installation costs and allowable extension costs, to be paid prior to construction. HBPW, at its sole discretion, may elect to review the actual installation costs and the Customer's electric charges at the end of the period and make adjustments to the required contribution as necessary. Customers with electric load that is portable and able to relocate quickly in response to short term economic signals (e.g. cryptocurrency, data mining, etc.), and Customers that lease property (with the approval of the property owner) are responsible for the full cost of any new or upgraded service extension.

## **II. Development Agreement**

Requests for new or upgraded Electric Services which are greater than 5,000 kVA shall be subject to a Development Agreement between HBPW and the Customer. In any such Development Agreement, the Customer will be responsible for all costs related to the upgrade of existing facilities, and construction of new facilities, to serve the Customer Load. Costs include, but are not limited to, property acquisition, easements, transformers, switches, Poles, conductors, engineering, construction and legal fees, as well as other administrative costs.

Subject to the specific terms of a Development Agreement, HBPW may calculate the present value of net revenues from the Customer's contribution to the delivery portion of the applicable Rate, as determined by HBPW, over an agreed upon years of service, as HBPW's contribution in aid of construction of the new and upgraded facilities to serve the Customer.

The HBPW General Manager or designee shall be responsible for making the preliminary determination of the application of these Service Extension policies. An aggrieved Customer may petition the Board of Public Works to present its case for why it should not be covered by this policy, but such Customer shall have the burden of proof by clear and convincing evidence.

## **III. Residential Service Extensions**

HBPW will install, own, and maintain all electric lines and equipment up to the Service Pedestal or transformer which will be the Point of Common Coupling. This equipment shall include, but not be limited to, the primary distribution cable, transformer, transformer pad, secondary cable to the Service Pedestal, and the Service Pedestal. Equipment shall be located in the right-of-way, Customer's Premises or within an easement on Customer's property, as determined by HBPW.

The Customer will install, own, and maintain the underground secondary service from the Service Pedestal (or transformer if a pedestal is not necessary) through their electric Meter and all wiring beyond that point.

The Customer will provide all needed easements. The Customer will also provide specifications on all electric Loads, site plans, grading, and any other underground lines. In addition, they must provide specifications on electric Loads, site plans, and other information needed to properly install service. The Customer is responsible for all required permits and associated fees for Customer-owned and installed equipment.

#### **IV. Commercial and Industrial Service Extensions**

HBPW will install, own, and maintain the electric lines and equipment up to the Point of Common Coupling.

The Customer will install, own, and maintain the electric lines and equipment from the Point of Common Coupling through the wiring in their facility.

The Customer or their representative will provide all needed easements for the service extension. In addition, they must provide specifications on electric Loads, site plans, and other information needed to properly install service.

HBPW will install, own, and maintain electric lines and equipment up to and including the transformer. Any HBPW owned three phase pad-mounted transformer shall be located within 10 feet of a drivable surface suitable for truck access. A drivable surface suitable for truck access shall be defined as asphalt paving, concrete, or a gravel four season road that is provided by the Customer or developer, where the surface is Accessible to a driveway, parking lot, or public roadway. If the Customer chooses to own their transformer, HBPW will install, own and maintain electric lines and equipment up to and including a metering cabinet that is installed on the primary side of the transformer.

The Customer will install, own, and maintain all secondary service conductors and equipment from the transformer serving their facility. If the Customer owns this transformer, the Customer will install, own, and maintain all conductors and equipment from the primary metering cabinet to their facility.

The Customer will provide acceptable easements as well as all specifications on electric loads, site plans, grading, and any other information needed in order to properly install underground lines.

#### **V. MISS DIG - Locating of Underground Electric Lines**

As part of the Michigan's 811 MISS DIG program, HBPW will locate its underground electric lines in dedicated rights-of-way and easements on a Customer's Premises. As a courtesy service, HBPW will assist in locating customer-owned underground service lines, up to the electric meter, when performing locates for HBPW-owned Utilities. If there are problems locating customer-owned underground service lines, HBPW will note the issues in the 811 MISS DIG system during the close out of the locating request for the requestor to resolve before proceeding with work.

Identifying these customer-owned lines helps reduce service outages and minimizes the risk of damage to both HBPW equipment and the Customer's electrical system. HBPW does not guarantee the accuracy of the location of customer-owned underground service lines. HBPW assumes no liability for damages, including dig-ins, resulting from reliance on HBPW-marked locations of customer-owned facilities.

This service will not be performed for Primary Metered customer-owned service lines.

## **VI. Finish Grade and Surveying Requirement**

HBPW will locate HBPW underground electric lines in dedicated rights-of-way and easements.

The owner, developer, or Customer shall be required to provide, at no expense to HBPW, rough grading (within six inches of finished grade) prior to the installation of HBPW's facilities so that underground electric distribution system and street lighting cables can be properly installed in relation to the finished grade. Owner, developer, or Customer shall install and maintain permanent survey stakes indicating property lines, at no expense to HBPW, after rough grading, and prior to the installation of HBPW facilities.

## **17. Temporary Services**

HBPW will provide Temporary Service for construction purposes, shows, vendors, events, and other non-recurring purposes according to the following rules and regulations. Temporary Service cannot be used as a permanent Service or be connected for more than one year. Temporary Service lasting more than one year must receive prior approval by HBPW as part of the application for service process. HBPW has the right to determine whether the Temporary Service is overhead or underground.

### **A. Guidelines**

1. Application for Temporary Service must be made by the Property Owner or authorized building contractor if for construction purposes. A valid address for the Temporary Service and the permanent billing address of the Customer must be provided.
2. The Customer will be responsible for Service Extension Fees. Usage will be billed to the Customer under an applicable HBPW Rate.
3. All Temporary Service installations must be inspected for code compliance prior to being energized. HBPW must receive notice of the inspection from the

recognized inspection agency. Customers will inform HBPW when the Temporary Service may be Terminated.

4. Applicants will provide access, easements, specifications on electrical Load, site plans, or any additional information needed to properly install and provide Temporary Service.
5. HBPW must approve the Service Location.

## **B. Temporary Underground Installation Specifications**

1. HBPW will own and maintain the Service Pedestal or padmount transformer from which Temporary Service will be provided. HBPW will make the final connection of the Customers underground service conductors in the Service Pedestal or transformer.
2. The Customer will furnish and install underground service conductors from the Temporary Service to the Service Pedestal or transformer. The conductors must be of sufficient length to reach the supply terminals of HBPW equipment.
3. Conductors must be installed and buried within one (1) foot of the Service Pedestal or transformer.
4. The Customer will have existing underground utilities located before the installation of the underground Temporary Service or conductors by calling the "MISS DIG" one-call locating system at 811 or 1-800-482-7171.

## **C. Temporary Service Fees**

1. Where overhead Service can be supplied from existing facilities by installation of a single span of service drop conductors, or underground service can be supplied from an existing Service Pedestal or transformer, a Temporary Service charge will be billed to the Customer.
2. Where it is necessary to install a temporary overhead transformer to provide Service, a temporary overhead transformer charge will be billed to the Customer.
3. Where it is necessary to install a temporary pad-mounted transformer to provide Service, a temporary pad-mounted transformer charge will be billed to the Customer.
4. Temporary installations not covered in paragraphs 1 through 3 above shall require a HBPW Electric Engineering estimate to determine cost of providing Service. The Customer will be charged for the full cost of the installation and removal of the required Temporary Service.
5. Where a portion of a Temporary Service installation can be used as part of a permanent line extension, the cost of that portion will be evaluated as a permanent line extension subject to Service Extension requirements and fees in the section above.

## 18. Relocation of Utility Facilities

HBPW is committed to cooperating with both Public Developers and Private Developers in relocating its electric system facilities located within public rights-of-way, when such relocation is requested. Responsibility for the cost of relocation—whether borne entirely by the developer, shared, or absorbed by HBPW—will be determined in accordance with the guidelines below.

1. HBPW shall relocate its facilities consistent with the request provided that the relocation can be accomplished within approved design standards and governing codes. HBPW shall not be obligated to relocate its facilities inconsistent with such standards and codes.
2. Private Developers shall be responsible for the full cost, including administrative and overhead costs, for the relocation of HBPW facilities within public right-of-ways. When facility relocation is requested as part of a new development that will generate new revenue for HBPW, and the relocation is authorized by HBPW engineering personnel as being required to complete the project, the relocation costs will be considered as part of the installation costs and will be addressed by the fee section of the **Service Extensions** section above. Any costs associated with equipment relocation that are cosmetic in nature or of a personal preference, and not required for the delivery of electricity, is solely the responsibility of the Private Developer.
3. HBPW shall absorb the cost of relocation when requested by a Public Developer who is the unit of government responsible for the public right-of-way in order for that unit of government to carry out a general public improvement.
4. The cost of relocation of HBPW facilities in the public right-of-way shall be borne by the Public Developer requesting the relocation if the relocation is for proprietary purposes as opposed to governmental purposes.
5. If the Public Developer forces HBPW out of the right-of-way, the cost of the relocation, including any costs associated with property easements or acquisition, shall be borne by the governmental unit.

### A. Street Lighting

HBPW may install street lighting in areas served by its Electric System subject to the governing entity's approval, HBPW approved standards, and the HBPW Rate schedule. HBPW may provide underground-wired street lighting in areas directly served by underground Electric Systems according to the following rules:

1. Where applicable, street lighting facilities including standards, luminaries, cables, and associated facilities will be installed after curb and gutter installation.

2. Underground conduits shall be installed under all drivable surfaces.
3. Where applicable, a reasonable effort should be made by the governing entity and its contractor to coordinate the installation of conduits during road and driveway construction.
4. Conduits will be installed across all quadrants of intersections where street lights are proposed at locations to be specified by the HBPW. HBPW may reduce or increase the number of conduits to meet the conditions of the system or site.
5. Where concrete is continuous between curb and sidewalk and or property line, conduits shall be installed from light to light. Handholes will be installed at each light standard. The number of conduits installed will be specified by HBPW.
6. Standards and Poles will be installed three (3) feet behind the back of curb or drivable surface and six (6) feet from any curb radius or driveway. Exceptions shall be approved by HBPW.

## **B. Security Lighting**

Upon a Customer request, HBPW will install security light(s) on a Customer's property, at a fixed monthly Rate, subject to the following rules.

1. HBPW will furnish and install a complete dusk-to-dawn lighting unit, including Pole and up to one span of wire not exceeding 160 feet, without the Customer incurring an installation charge. Distances greater than 160 feet of wire will be charged to the Customer as an installation charge. The unit will be controlled by a photoelectric cell. Switches are not permitted. Any applicable state and federal taxes will be added to the Customer fees indicated in the Rate schedule. No discount will apply for security lights.
2. The Customer will grant an easement, at no cost to HBPW, for necessary Pole(s) and the right of ingress and egress to service the lighting unit.
3. The Customer will agree to pay the monthly charges indicated in the Rate schedule for a minimum of forty-eight (48) months. If the service is disconnected at the Customer's request at any time in that forty-eight (48) month period, the balance that would be billed for the remaining portion of that minimum period will become immediately due. The amount due will be calculated as the number of months remaining multiplied by the monthly Rate in effect at the time of the disconnection.

## **19. Use of Electric Poles and Equipment**

HBPW's Poles, wires, and equipment, together with any interconnections thereof, are the exclusive property of HBPW, and the connection of a Customer's Premises to them

does not entitle the Customer to any use of them, except as permitted by the HBPW and as necessary for the delivery of HBPW's Service to the Customer.

The use of any part of HBPW's Electric System without prior HBPW approval is expressly prohibited.

### **A. Authorized Attachments**

HBPW may enter into a Pole Attachment Agreement providing joint use of certain of its Poles. The use of any Pole by any entity without first having entered into a written agreement with HBPW is prohibited. Any applicant desiring to attach to an HBPW Pole must follow the Pole attachment application processes and Pole make ready processes of the HBPW, complete the applications, sign required agreements and agree to pay all reasonable and established charges. Processes, applications, and agreements are available upon request. Only approved and certified contractors are authorized to attach equipment on HBPW Poles.

### **B. Unauthorized Use and Removal**

The unauthorized attachment (including painting or marking) of any signs, banners, lines, cables, equipment, or any other matter to HBPW's Poles is prohibited.

Authorization may be granted by HBPW based upon purposes permitted by Michigan state law and requirements of governmental authority for the health, safety, or welfare of the general public.

HBPW may remove or cause to be removed, without notice, any unauthorized foreign matter from its poles at the expense of the Customer, the person(s) attaching the unauthorized matter or, in the event neither can be identified, the individual, firm, or organization which appears to be the primary sponsor, user or beneficiary of the unauthorized matter. HBPW will observe reasonable precaution to prevent any damage resulting from such removal but will not be liable for any damage thereto.

## **20. PURPA Qualifying Facilities**

The HBPW permits Customers to install distributed generation systems that meet the requirements of the Public Utility Regulatory Policies Act of 1978 (PURPA). All installations shall conform to the latest applicable rules specifying terms, conditions and interconnection requirements.

## **A. Availability**

Applies to Customers who own and/or operate an Electric Power generating facility using cogeneration or fuels derived from biomass, waste, or renewable energy sources, and which is a 'Qualifying Facility' (QF) as prescribed by rules of PURPA. QF's cannot enroll in HBPW's Distributed Generation program referenced in Section 20.

HBPW may, at its own discretion, limit the cumulative total nameplate generating capacity of all QFs interconnected to the distribution system.

## **B. Application and Enrollment**

Customer shall make a formal application for interconnecting a QF by completing an application available via the HBPW. In addition to submitting an interconnect application, the Customer must pay required application fees and agree to pay all HBPW costs associated with evaluating and interconnecting the QF.

After HBPW has completed the evaluation with an interconnection study, and approved the proposed interconnection, the Customer will be required to enter into an "Interconnection and Operating Agreement."

## **C. Interconnection Requirements**

The interconnection must be in compliance with PURPA and Federal Energy Regulatory Commission (FERC) rules and regulations. HBPW shall own and install any interconnection facilities on the utility side of the meter required for the QF. However, costs associated with the installation and maintenance of the QF, including the interconnection evaluation, costs of connection, switching and metering, transmission and distribution, safety provisions, control devices, and any administration costs incurred by HBPW directly related to the installation and maintenance of the QF are the responsibility of the Customer. Additionally, the Customer shall pay for the actual cost of relocating and/or rearranging existing facilities to allow interconnected QFs.

The QF shall be subject, at all reasonable times, to an inspection by an HBPW authorized representative and shall comply with the electrical parameters identified in the latest edition of The Institute of Electrical and Electronic Engineers "Standards for Interconnecting Distributed Resources with Electric Power Systems" (IEEE Standard 1547). This includes, but is not limited to, fault protection, voltage levels, grounding, Power Factor, etc.

The QF must cease parallel operation upon notification by the HBPW during system outages and other emergency or abnormal conditions if such operation is determined to be unsafe, interferes with the supply of service to others, or interferes with system operation or maintenance. In the event that the QF damages HBPW's system, the Customer shall be solely responsible for all costs associated with the repair and/or replacement of the damaged portion or equipment.

The HBPW shall not be liable to the Customer or any other person for any loss, injury, damage, casualty, fees or penalties, asserted on the basis of any theory, arising from, related to or caused by the construction, installation, operation, maintenance or repair of the QF, and associated equipment and wiring, except to the extent of its own gross negligence or willful misconduct, but only to the extent permitted by law. Neither by inspection nor non-rejection nor in any other way does the Department give any warranty, expressed or implied as to the adequacy, safety or other characteristics of any equipment, wiring or devices, installed on the Customer's premises, including the QF.

The Customer shall indemnify and hold harmless the HBPW, its commissioners, managers, employees, agents, consultants, attorneys and assigns from and against any and all losses, claims, damages, costs, demands, fines, judgments, penalties, payments and liabilities, together with any costs and expenses (including attorneys' fees) incurred in connection with, resulting from, relating to or arising out of the construction, installation, operation, maintenance and repair of the QF, including the Customer's failure to comply with the Interconnection requirements or any abnormality or failure in the operation of the QF, or any adverse impact to the HBPW's system or its other Customers.

## **D. Standby Service**

As appropriate, Qualifying Facilities under this section may elect to purchase any or all standby services at the Rates (P1-P4) described below and in the published rate sheets.

- **P1: Standby Rate** – Monthly charge applied to the subscribed nameplate capacity (kW) of QF for which HBPW provides back up service.
- **P2: Supplemental Power** – Monthly charge based upon Customer's Rate due to QF not providing, on a regular basis, all Power requirements.
- **P3: Maintenance Power** – Daily charge on kW for subscribed nameplate capacity if Customer schedules maintenance during the On-Peak time period.
- **P4: Backup Power** – Monthly charge on kW for subscribed nameplate capacity for any unscheduled outages or maintenance.

## 21. Distributed Generation Program

HBPW offers a Distributed Generation (DG) Program for Customers who wish to generate Electric Power using cogeneration or renewable energy sources, including but not limited to solar, wind, hydropower, or qualified biomass resources, but do not elect to pursue PURPA QF status (see Section 19). Stand alone energy storage systems do not qualify for the Distributed Generation program.

HBPW limits the nameplate capacity of all generators under the Distributed Generation Program to two (2) percent of the historical annual maximum demand on the electric distribution system.

### A. Description

The Distributed Generation Program is a special metering and billing agreement that offers HBPW Customers the opportunity to support environmentally friendly fuel sources. It enables Customers who generate electricity using renewable energy sources to connect to the electric utility grid and to send electricity back to the grid at times when their generation exceeds their own use. PURPA QF's cannot participate in the Distributed Generation Program.

### B. Eligibility

To be eligible for HBPW's Distributed Generation Program:

1. Participants must be a HBPW electric Customer on Rate A, B, K, M or Time-of-Use Rate for Residential Customers that possess a Plug-in Electric Vehicle, and have an average Load Factor of 30 percent or greater.
2. The Customer's electric generator must be fueled by a qualified renewable energy source such as wind, solar, biomass, hydro, geothermal, cogeneration, or other approved renewable sources.
3. The nameplate capacity of the renewable energy system may not exceed 550 kW.
4. The renewable energy system may not be sized to exceed the Customer's annual electricity needs based on the previous 12 months. If the customer does not have 12 months of historical energy usage, HBPW will estimate an annual usage.
5. Customers must meet approved Interconnection requirements before participating in this program.

## C. Application and Enrollment

The Customer shall complete an application and submit it to HBPW along with payment of an application fee. After an interconnection study is completed and approved by HBPW (as applicable), the Customer shall be required to enter into an Interconnection and Operating Agreement. In addition to submitting an application, the Customer shall agree to pay all HBPW costs associated with the application and interconnection. If the Customer proceeds with the installation of a Distributed Generation system without first gaining HBPW approval of the application, HBPW is not responsible for additional costs incurred because of required changes to the renewable energy system, or rejection of an application.

## D. Bi-Directional Meter Required

HBPW's Distributed Generation Program requires that the Customer have an electronic bi-directional billing Meter. The bi-directional Meter will record the electric Energy supplied by HBPW (referred to as "inflow") and will also record the Energy supplied by Customer's renewable source that is delivered back to the HBPW (referred to as "outflow") in an appropriate format determined by HBPW. At the discretion of HBPW, a separate generation Meter may be required for generation systems larger than 125 kW, as well as for Customers with multiple generators and/or multiple service meters. The generation meter will record the output of the renewable generator. All metering equipment shall meet HBPW's standard specifications and requirements. Meters and Meter Sockets will be furnished by HBPW. The Customer is responsible for all Meter Socket installation costs, maintenance costs, and monthly fees.

## E. Billing

Participating Customers will be billed based on the total inflow of electric purchased from HBPW at the applicable Rate and sales tax amount, minus outflow credits for the Energy sent back to HBPW during periods of excess Customer generation. All outflow Energy will be credited at the Distributed Energy Value. The outflow credit can be applied to offset Customer Energy, delivery, capacity and readiness to serve charges for each electric Meter. No generated outflow credits are granted towards future billings. Michigan Sales tax amounts are based on total electric charges before outflow credits are applied. Credits can not be applied towards applicable sales tax.

Customers enrolled in HBPW's previously offered Net Metering Program - or those whose initial applications to join that program were received before July 1, 2019 - will be grandfathered at their existing net metering Rates until 10 years has passed from the date of the initial submitted application. Grandfathered net metering Customers who

choose to modify, add onto, or transfer ownership of their systems through the sale of the property, will automatically be transferred to the Distributed Generation Program at the time the modification, addition, or transfer of ownership is completed.

For Distributed Generation program Customers on the Time-of-Use Rate for Residential Customers that possess a Plug-In Electric Vehicle, outflow Energy from the renewable energy system will be credited at the Distributed Energy Value regardless of the time the outflow occurs.

For grandfathered Net Metering Program Customers on the Time-of-Use Rate for Residential Customers that possess a Plug-In Electric Vehicle, outflow Energy from the renewable energy system will be credited at the applicable Energy and delivery Rate at the time of the outflow.

Billing Detail

<b>Distributed Generation Customers (applications received after July 1, 2019)</b>			
	<b>Category 1</b>	<b>Category 2</b>	<b>Category 3</b>
Generator size	≤30 kW	>30 to ≤125 kW	>125 kW to ≤550 kW
Max DG system	Annual electric needs		
Inflow charge	Customer's current rate		
Outflow credit	Distributed Energy Value		Distributed Energy Value

<b>Net Metering Customers (Grandfathered)</b>	
Generator size	≤550 kW
Max DG system	Annual electric needs
Inflow charge	Customer's current rate
Outflow credit	Customer's current rate (energy + delivery)

## 22. Schedule of Fee & Charges/Rates

The fee schedule & charges, along with HBPW's current Rates can be found on HBPW's website ([www.hollandbpw.com](http://www.hollandbpw.com)). Rates have been approved by the HBPW Board and Holland City Council.

- Rate A – Residential
- Rate B – Commercial and Industrial Less than 25 kW (Energy Only)
- Rate D – Public Lighting/Security Lighting
- Rate M – Combined Lighting and Power General Service (Less than 1000 kW)
- Rate K – Combined Lighting and Power General Service (Greater than 1000kW)
- Rate S – District Thermal Energy
- Rate U – Public Unmetered Accounts
- Rate P1 – Standby Rate
- Rate P2 – Supplemental Power
- Rate P3 – Maintenance Power
- Rate P4 – Backup Power
- Elective Renewable Energy Program
- Time-of-Use Rate for Residential Customers that possess a Plug-in Electric Vehicle
- Non-Residential Electric Vehicle Charging Service

Approved by Holland BPW's Board of Directors 8XX, 2026  
Approved by Holland City Council June 47XX, 2026



# Water Terms of Service

Holland Board of Public Works

Effective ~~October 1, 2025~~ July 1, 2026

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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):** An 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. 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.

## **B. 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.

## **C. 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.

## **D. 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)

## **E. 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.

## **F. 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.

## **G. 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.'

## **H. 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.

## **I. 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.

## **J. 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.

## **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](http://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

Payment assistance received from third party providers 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, HBPW 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 Residential 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](http://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 Disconnect, 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**

HBPW 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 online Account access and related digital tools, are governed by our Privacy Policy and 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](http://www.hollandbpw.com/privacy)

[www.hollandbpw.com/myhbpw-terms](http://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](mailto: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 of 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](http://hollandbpw.com)). Rates have been approved by the HBPW Board of Directors and Holland City Council.

Approved by Holland BPW's Board of Directors September 8, 2025.  
Approved by Holland City Council September 17, 2025.



# **Broadband Terms of Service**

**Holland Board of Public Works**

**Effective July 1, 2026**

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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):** An 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. 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.

## **B. 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.

## **C. 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.

## **D. 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)

## **E. 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.

## **F. 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.

## **G. 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.'

## **H. 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.

## **I. 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.

## **J. 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.

## **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](http://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

Payment assistance received from third party providers 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, HBPW 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 Residential 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](http://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 Disconnect, 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**

HBPW 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 online Account access and related digital tools, are governed by our Privacy Policy and 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](http://www.hollandbpw.com/privacy)

[www.hollandbpw.com/myhbpw-terms](http://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](mailto: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.

# Broadband Terms of Service

## 11. Broadband Service Area

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

## 12. Definitions

- **Broadband:** A method of communication where the signal is transmitted by being impressed on a high-frequency carrier.
- **Connection:** A physical and/or logical bandwidth termination.
- **Demarcation Point:** The physical point at which HBPW's network ends and the Customer's private network begins.
- **Ethernet:** A standard protocol (IEEE 802.3) for a local area network (LAN) bus using carrier sense multiple access with collision detection (CSMA/CD) as the access method. Ethernet is a standard for using various transmission media, such as coaxial cables, unshielded twisted pairs, and optical fibers.
- **Fiber Optic:** Communication system that uses thin glass optical fibers designed for light transmission, capable of transmitting billions of bits of information per second.
- **Fiber Internet:** Internet Service provided by Fiber Optics.
- **Gigabit Passive Optical Network (GPON):** A point to multipoint network consisting of an Optical Line Terminal (OLT) and Optical Network Units (ONUs) used to provide Fiber Internet and Shared Gigabit Services.
- **Internet Service Provider (ISP):** A company supplying connectivity to an Internet point of presence location.
- **Multiple Dwelling Unit (MDU):** Multiple yet separate housing units in a single building or several buildings such as a duplex or an apartment building.

## 13. Description of Broadband Service

HBPW prioritizes network reliability and performance to ensure consistent service for customers. This includes privacy, speed, and data consumption. See Appendix 6 (Network Management) for more details.

## **A. Fiber Internet Service**

A Fiber Optic network within the Holland city limits. This network service provides Fiber Optic interface at bandwidths from 100 to 10,000 megabits per second (Mbps). Service is provided via a fiber-to-the-premise connection. The data rate is best effort through a shared network with no guarantee as to throughput. Fiber Internet Service is subject to availability.

Fiber Internet is offered with the following service options:

### **I. Enhanced Service**

Enhanced Service provides priority support as defined in the Fiber Internet Enhanced Service Level Agreement (SLA) referenced in Paragraph 15.D below and in Appendix 3.

### **II. Additional Internet Protocol (IP) Address**

Fiber service comes with one dynamically assigned IP address that is subject to change at any time. The additional IP Address option allows for a statically assigned IP address or network. If a network is requested, additional IP address charges will include the network and broadcast addresses.

### **III. Wi-Fi Mesh Extender**

To improve Wi-Fi coverage Customers may select the Wi-Fi Mesh extender rental option. HBPW provides a mesh access point device that can be connected wired or wirelessly to an existing HBPW router to provide better Wi-Fi coverage.

## **B. Shared Gigabit Service**

This Fiber Optic service provides an Ethernet interface at bandwidths from 100 to 1000 Mbps. The data rate is via a best effort shared network with no guarantee as to throughput. This service is best suited for Internet access. Construction costs, setup fees, and bandwidth rates are available upon request. Shared Gigabit Service is subject to availability.

Shared Gigabit Service is offered in the following service options:

## **I. Enhanced Service**

Enhanced Service provides priority support as defined in the Fiber Internet Enhanced Service Level Agreement (SLA) referenced in Paragraph 15.D below and in Appendix 3.

## **II. Wi-Fi Mesh Extender**

To improve Wi-Fi coverage Customers may select the Wi-Fi Mesh extender rental option. HBPW provides a mesh access point device that can be connected wired or wirelessly to an existing HBPW router to provide better Wi-Fi coverage.

## **C. Active Ethernet Service**

This service provides an Ethernet interface at dedicated bandwidths from 0.5 to 2000 Mbps. Multiple Connections are available. Point to point bandwidth service is also available between the Customer building and one of our connected ISPs. This service is billed per Connection. Construction costs, setup fees, and bandwidth rates are available upon request.

## **D. Dark Fiber Service**

Dark Fiber is leased on a per strand, per foot, per month basis, with an aggregate minimum per month charge. Dark Fiber Service allows the Customer to design, install and maintain the required electronic equipment.

Dark Fiber Service is offered with a Colocation Service option that allows the Customer to install and maintain network equipment at available HBPW facilities.

Installation estimates, setup fees, and lease rates are available upon request. A Dark Fiber Lease and Colocation Service requires a Dark Fiber Lease Agreement.

See Appendix 2 – Dark Fiber Lease Agreement for more information.

## **E. Transit Only**

Transit Only service provides Connections between two or more points on the HBPW network for Shared Gigabit and Fiber Internet Customers. This option can be used to connect to a partner Internet Service Provider for Internet service. This service is billed on a per-connection basis.

## 14. Service Conditions

### A. Authorization for Service

The Customer will authorize HBPW to provide service by accepting a Sales Agreement or submitting an Application. The Customer grants HBPW permission to construct, operate and maintain a communication line or system on, over, or under the Premises. The Customer agrees that in the event that the Customer does not own all private land or lands necessary to be crossed, as stated above, the Customer shall obtain all necessary permission from the owner or owners of said land or lands and shall submit the same to HBPW prior to installation of service. The Customer grants HBPW access to the Premises at all reasonable times for the purpose of installing, repairing, maintaining, or removing any service to the Premises. See Appendix 4 – Sales Agreements

In addition to the Sales Agreement, HBPW may require a completed Fiber Build Authorization form before proceeding with any service. The Fiber Build Authorization form can be found at: <https://hollandbpw.com/en/fiber-build-authorization-form> or See Appendix 5.

### B. Installation

Upon receiving an order for service HBPW shall perform service installation.

The Customer shall be responsible for all costs associated with service installation as defined in the Broadband Rate Sheet associated with the service.

HPBW will be responsible for the Demarcation Point but is not responsible for any required inside premises wiring changes or charges. HBPW adheres to procedures established by the Michigan Damage Prevention Board (MDPB) and MISSiss DIGig (811) to locate existing utility lines. HBPW will locate the HBPW Fiber service line when MISS DIG is notified. The Customer acknowledges that private utilities, such as sprinkler irrigation systems, dog fences, buried lines to outbuildings, septic systems, and drain fields, are not located by MISSiss DIGig. To avoid disruption of these private utilities, the Customer agrees to disclose any known private facilities during the application and installation process. HBPW is not responsible for damage to unidentified underground private utilities occurring during the fiber installation process. Property owners are responsible for marking underground lines (such as sprinklers, dog fences or customer-owned electric lines) before any underground fiber installation.

## **II. Premises Wiring Agreement**

Property owners that have multiple tenants, and MDUs without the required building wiring installed to receive HBPW Shared Gigabit or Fiber Internet Service may qualify for financial assistance to install the necessary wiring by completing the HBPW Premises Wiring Agreement.

See Appendix 1 – Premises Wiring Agreement for more information.

## **C. Termination of Service**

The Customer may terminate the service at any time for any reason by providing notice to HBPW. The notice must be provided to HBPW Customer Service and include the Customer's account information and the desired termination date.

For Active Ethernet and Dark Fiber Lease agreements, if the Customer terminates the service before the end of a committed service term, the Customer may be responsible for paying an early termination fee. The early termination fee will be equal to the total monthly charges for the remaining months of the contract term. If HBPW terminates the service before the end of the contract term, the ISP will not charge the Customer an early termination fee.

Refer to the HBPW General Terms of Service for more information on shut off and disconnection of service.

## **D. Service Level Agreement (SLA)**

If a higher level of service is required, HBPW will provide Shared Gigabit and Fiber Internet Service per its Service Level Agreement (SLA). See Appendix 3 – Service Level Agreement for more details.

# **15. Use of Broadband Service**

Broadband Service is supplied to a Customer for exclusive use on the premises to which the HBPW delivers it.

HBPW prohibits the following activities:

- Sharing with or selling service to another

- Using the service for unlawful purposes
- Tampering with HBPW equipment
- Attaching unauthorized equipment to the HBPW network or any equipment that impairs the normal functioning of the HBPW network
- Transfer of copyrighted materials as per the Digital Millennium Copyright Act. (See Appendix 7)

Prohibited activities are grounds for immediate termination of service.

## **A. Access to Premises**

HBPW Staff will schedule appointments with the Customer to enter the Customer's premises to install, inspect, repair, or otherwise maintain HBPW equipment located on the Customer's premises. Additional access to Customer premises is governed by the HBPW General Terms of Service.

## **B. Equipment**

Broadband Service may require the location of HBPW equipment on the Customer premises. The Customer is responsible for the maintenance of a clean, safe, and hazard-free environment for this equipment. The Customer shall be held liable for damage to HBPW equipment from acts of carelessness, negligence, or willful damage performed by the owner or their tenants. HBPW will repair or replace damaged equipment, and the associated costs shall be billed to the Customer.

Upon termination of service, the Customer shall return all HBPW-owned equipment unless otherwise arranged with HBPW. All requested equipment must be returned within 5 business days. Unreturned equipment shall incur a charge as per the HBPW Fee Schedule.

HBPW is not responsible for the performance and maintenance of Customer-owned equipment, including Customer-owned equipment resides within HBPW facilities when the Customer has a valid Dark Fiber Lease Agreement and utilizes the Colocation option.

# Appendix 1 – Premises Wiring Agreement

## PREMISES WIRING AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”) is made and entered into on February \_\_\_, 202\_, by and between the **City of Holland, acting by and through its Board of Public Works** (the “HBPW”) of 625 Hastings Ave., Holland, Michigan 49423 and \_\_\_\_\_ (the "Authorized Party") who owns or has control over certain real estate and improvements thereon located at \_\_\_\_\_, Holland, Michigan \_\_\_\_ (the "Premises"), consisting of \_\_\_\_\_ {commercial/residential} units.

WHEREAS, the HBPW is authorized to construct and maintain a broadband communications system in its service area in and around Holland, Michigan area. (the "Service Area");

WHEREAS, the Premises are either a multi-family unit building or a multi-condominium unit building.

WHEREAS, the Authorized Party is either the Owner of, or the homeowner’s association for, the Premises and is authorized to enter into this Agreement and give the HBPW access to the Premises (other than access to individual condominiums units, if applicable);

WHEREAS, the Authorized Party desires to provide broadband services to the Premises, including, but not limited to, multi-channel video, high speed data, information and voice services (collectively, the “Services”) and the HBPW is willing to install and maintain a broadband communications system for such purposes on the Premises in accordance with the terms and conditions below; and

WHEREAS, the various third party providers use the HBPW broadband system to provide Services.

The parties, for good and valuable consideration, intending to be legally bound, agree as follows:

### 1. **Wiring.**

a) **Premises Wiring.** The HBPW will install all facilities necessary to transmit the Services to the Premises, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, equipment and occupant devices up to and including the HBPW’s Point of Demarcation (“DEMARC”) (collectively, the “HBPW Wiring”). The HBPW agrees to install and maintain the wiring within the Premises after the HBPW’s DEMARC to the service location(s) (the “Home Run Wiring”). The service locations are those points of connection on the wall(s) of the units where the customer connects to the Home Run Wiring. The HBPW will provide wiring to 1 service location per unit at no cost for each unit once the occupant signs up for HBPW broadband service, additional service locations will be billed to the customer at the HBPW’s normal rates.

b) **Quality of Work.** All work shall be done by the HBPW in a proper and workmanlike manner in accordance with Federal Communications Commission (“FCC”) regulations, industry standards and local codes, unless otherwise provided in this Agreement. The HBPW will be responsible for obtaining all necessary permits, licenses and approvals in connection with the HBPW’s operation of the wiring as set forth in this Section.

c) **Use and Maintenance of Wiring.** The Authorized Party has the authority to grant and does hereby grant to the HBPW, at the HBPW’s expense, during the term hereof the right to operate, maintain, repair and replace, as necessary, the HBPW Wiring to the Premises and to interconnect with and use the Home Run Wiring. Neither the Authorized Party nor any third party shall tap into, use, or otherwise interfere with the HBPW Wiring or the Home Run Wiring or any portion thereof for any purpose not authorized by the HBPW. The HBPW, at HBPW’s expense, shall maintain the Home Run Wiring. The HBPW shall repair and maintain any portion of the Home Run Wiring and related equipment if damaged by acts of the Authorized Party, Authorized Party’s contractors, employees, agents, invitees, or occupants and charge the Authorized Party for all materials and labor expended by the HBPW. If the Authorized Party fails to reimburse the HBPW for Authorized Party’s expenses under this section the HBPW may, at its option, suspend delivery of the Services to the Premises until the required reimbursement is paid. The HBPW shall have the right to interconnect with and use any telecommunications wiring owned or controlled by the Authorized Party within the units that may become necessary or useful for the provision of the Services to the occupants, whether or not such facilities are owned, installed, controlled or maintained by the HBPW.

d) **Ownership of Wiring.** The HBPW Wiring is and will remain the personal property of the HBPW. The Home Run Wiring is and will remain the property of the HBPW.

2. **Access.** The Authorized Party shall allow HBPW personnel to enter all common areas of the Premises for the purposes of auditing, selling services, connecting, or disconnecting service, and installing, maintaining, repairing, replacing, or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the HBPW access to any parts of the Premises over which it does not have control for the same purposes. The Authorized Party shall supply unit numbers of occupants at reasonable intervals. The Authorized Party shall cooperate with the HBPW to prevent the unauthorized reception of the Services.
3. **Delivery of Services.** The Authorized Party has the authority to grant and does hereby grant to the HBPW during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Authorized Party shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises.
4. **Fees and Charges for Services.** The terms, conditions, charges, and fees for the Services provided to occupants at the Premises shall be contained in rates adopted by the HBPW from time to time. The Authorized Party assumes no liability or responsibility for service charges contracted for by occupants. All billing and collections from occupants will be accomplished by the HBPW.

5. **Customer Service.** The HBPW shall provide Services in accordance with its Terms and Conditions and other rules and procedures. The HBPW will maintain a local telephone number which will be available to its subscribers 24 hours a day, 7 days a week. The HBPW representatives will be available to respond to customer telephone inquiries during normal business hours. The HBPW will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the HBPW.
6. **Private Reception Devices.** Notwithstanding anything else in this Agreement to the contrary, the HBPW shall not interfere with the right of an occupant to install or use his own private reception device so long as the occupant has contracted for service with the HBPW.
7. **Term.** This Agreement, when duly executed by both parties, shall constitute a binding agreement between the Authorized Party and the HBPW and their respective successors and assigns for a term of 10 years from the date first set forth above. This Agreement shall automatically renew for successive periods of 60 days unless either party shall provide the other with a minimum 60 days' notice of its intention not to renew at the end of the then current term.
8. **Insurance.** The HBPW agrees to maintain workers' compensation insurance with statutory limits and commercial general and automobile liability insurance. Upon request, the HBPW will provide the Authorized Party with a certificate evidencing such insurance.
9. **Indemnification.** The HBPW shall indemnify, defend and hold harmless the Authorized Party, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of the HBPW or its personnel, directors, agents or representatives in the operation, maintenance or removal of the HBPW Wiring, interconnection with and use of the Home Run Wiring, the Services provided to occupants at the Premises pursuant to this Agreement or a breach of this Agreement. The Authorized Party shall indemnify, defend and hold harmless the HBPW, its personnel, directors, agents and representatives from and against any and all claims, damage or expense (including attorney fees) arising out of the acts or omissions of the Authorized Party, its personnel, directors, agents and representatives in the operation and maintenance of the Premises, the interference with the Services by another provider authorized by the Authorized Party to provide its services at the Premises or a breach of this Agreement.
10. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
11. **Termination.**
  - b) **Permanent Loss of Authority.** This Agreement shall terminate automatically without any further liability on the part of the HBPW in the event the HBPW lacks authority to continue to provide the Services to the Premises due to loss of governmental authorization.

12. **Removal of Wiring upon Termination.**

a) Removal. Upon expiration or termination of this Agreement for any reason, the HBPW shall have a period of 3 months during which it shall be entitled, but not required, to remove the HBPW Wiring and/or Home Run Wiring. The HBPW shall promptly repair any damage to the Premises caused by such removal.

b) Tolling of Removal Period. Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in Section 12(a) shall be tolled for as long as the HBPW has the right under applicable law to continue to provide any or all of the Services to any or all of the units on the Premises after the termination or expiration of this Agreement, in which case the HBPW shall have the right to continue to own and use the HBPW Wiring and the Home Run Wiring to provide the Services. This Section shall survive the termination of this Agreement

c) Abandonment. If the HBPW does not remove the Home Run Wiring before expiration of the removal period set forth in this Section 13(a), the Home Run Wiring shall be deemed abandoned and the HBPW shall have no further obligation with respect to the Home Run Wiring. Upon abandonment, the Home Run Wiring shall be deemed property of the Authorized Party.

13. **Miscellaneous.**

a) Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to acts of God, the failure of equipment or facilities not owned or controlled by a party (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Premises, government order or regulation or any other circumstances beyond the reasonable control of the party with the performance obligation.

b) Assignability; Binding Effect. This Agreement may be assigned by either party. The assignee shall agree in writing to be bound by all the terms and conditions hereof. In the event the Authorized Party sells, assigns, transfers or otherwise conveys the Premises to a third party, the Authorized Party shall give the HBPW prior written notice of such change of ownership or control. The Authorized Party shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

c) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the State of Michigan, without regard to its choice of law principles.

d) Dispute Resolution. If the parties are not able to resolve disputes, they agree that the court of competent jurisdiction for the State of Michigan serving Ottawa County shall be the exclusive jurisdiction and venue for resolution of any dispute relating to the terms and performance of this Agreement.

e) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

f) Recording. The HBPW may record this Agreement (or a memorandum summarizing the material terms) in the public records of the county in which the Premises are located.

g) Notices. All notices, demands, requests or other communications (other than invoices) given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service by certified mail, postage prepaid and return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Authorized Party:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the HBPW:

Holland Board of Public Works  
Attn: Broadband Services Superintendent  
625 Hastings Ave.  
Holland, Michigan 49423

h) Entire Agreement; Amendments. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties. Authority.

Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

{Signatures on next page}

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**AUTHORIZED PARTY**

\_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**HBPW**

City of Holland, acting by and through its  
Board of Public Works

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: Nathan Bocks

Title: Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: Kathy Grimm

Title: Clerk

Approved as to form:

\_\_\_\_\_  
Ronald J. VanderVeen

City Attorney

Dated: \_\_\_\_\_

## Appendix 2 – Dark Fiber Lease Agreement

**DARK FIBER LEASE AGREEMENT**  
**BETWEEN**  
**THE CITY OF HOLLAND, ACTING BY AND THROUGH**  
**THE HOLLAND BOARD OF PUBLIC WORKS**  
**AND**

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This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ with its principal offices located at \_\_\_\_\_ (the “Lessee”), and the **City of Holland, a Michigan Municipal Corporation of Ottawa and Allegan Counties, Michigan, acting by and through Holland Board of Public Works, (the “HBPW”)** with its principal offices located at 625 Hastings Avenue, Holland, Michigan.

**RECITALS**

- The HBPW is a provider of broadband fiber optics transport and access services and owns, operates and maintains an area-wide fiber optic network, the “HBPW Network”, through which communication signals can be transmitted.
- The Lessee is a \_\_\_\_\_ (INSERT BUSINESS ENTITY) desiring to use a portion of HBPW Network between and among several of its facilities.
- The Lessee’s **Dark Fiber Lease Schedule (DFLS – Exhibit A)** defines and describes fiber routes leased by the HBPW to Lessee. It includes, but is not limited to: points of demarcation, footage, number of strands, locations, routes, and non-refundable development fees for each of the routes leased by the HBPW to Lessee. Footages will be determined by the post-construction OTDR tests that are provided for under paragraph 9 of this agreement.
- Fiber connectivity shall be provided in accordance to the specifications identified in the **Fiber Specifications (Exhibit B)**.
- The Lessee’s **Colocation Service Schedule (CSS – Exhibit C)** defines and describes colocation services provided by the HBPW to Lessee. It includes, but is not limited to: Rack usage, feeder cable use, fiber meet points, cross connections, and non-refundable development fees for each of the routes leased by the HBPW to Lessee.
- The HBPW desires to lease to the Lessee fiber optic cable, Colocation Service, and other necessary equipment in order to meet the requirements of the Lessee.
- The HBPW will lease the “Leased Facilities”, to provide the Lessee with point to point connections of dark fiber, as identified in the **DFLS**.
- Leased Facilities and/or Colocation Service may be added to this Agreement upon written request of the Lessee, and approval of the HBPW, in its sole and complete

discretion. Additional leased facilities shall be added to this Agreement by an amended DFSL - **Exhibits A and/or C**. Leased Facilities and Colocation Service may be removed from this Agreement upon written sixty day notification from the Lessee or written sixty day notification from the HBPW.

- The HBPW will retain all ownership, right, title, and exclusive control over the operation and maintenance of the Leased Facilities.

### **TERMS**

- 1) **Use of Leased Facilities**. Upon the In Service Date, as defined in paragraph 5, the Lessee may utilize the Leased Facilities. The HBPW shall not limit the amount of data traffic that Lessee may place over the Leased Facilities and shall not permit others to use or interrupt Lessee's use of the Leased Facilities. The Lessee and Lessee's subsidiaries, employees and agents may use the Leased Facilities for those uses, expressly or incidentally operated by the Lessee. The Lessee may not assign, transfer, sublease, or provide transport services to third parties over the Leased Facilities without the express written consent of the HBPW. The sole interface to the Leased Facilities is the location of the demarcation points identified in the **DFLS**. No other connections to the Leased Facilities are permitted without the express written consent of the HBPW, in its sole and complete discretion.
- 2) **Connectivity**. Lessee is responsible for the design, construction, and installation of any splices, fiber jumpers, electronics, or other ancillary equipment beyond the demarcation points listed in the **DFLS**. Lessee shall design, construct, or alter Lessee equipment at its own expense and shall ensure that its equipment is compatible with the specifications for the Leased Facilities as described in this Agreement. The HBPW shall have the right to suspend Lessee's use of the Leased Facilities if Lessee's facilities shall interfere or adversely affect the Leased Facilities.
- 3) **Specifications for Leased Facilities**. The Leased Facilities shall meet the following minimum requirements:
  - a) **Fiber Capacity**  
The Leased Facilities shall provide Lessee with the number of dedicated strands of fiber optic cable as identified in the **DFLS**.
  - b) **Quality of Service**
    - i) Each fiber filament shall have optic continuity throughout the Leased Facilities, as set forth in the attached **Exhibit B**, to the demarcation points as identified in the **DFLS**.
    - ii) Each fiber filament shall be designed to achieve the Performance Requirements specified in paragraph 9 of this agreement.
  - c) **Colocation Service**  
As an option, the Lessee may utilize available HBPW-owned facilities to house network terminations and equipment as defined in HBPW Terms and Conditions
- 4) **Leased Facilities**. As part of the Leased Facilities and during the Term of this Agreement, the HBPW shall provide fiber terminations at each demarcation point on each fiber strand as

identified in the **DFLS**. The demarcation point is further defined as the termination connectors at locations using connectors.

The installation and construction of the Leased Facilities within Lessee's property, whether performed by the Lessee or (by the HBPW if the HBPW shall so agree), shall meet, at a minimum, the following requirements:

- a) All point-of-entrance stubs shall penetrate the exterior walls through a core drilled hole, be secured, then mortared and finished to provide an adequate seal between interior and exterior spaces. This penetration shall not be made by breaking out building siding or structures.
- b) Subsurface point of entrances shall be sealed on the exterior surface with a moisture resistant sealant, to prevent possible seepage or moisture egress into the building.
- c) If indoor runs of fiber cable exceed fifty (50) feet from the point of entrance into a facility, the Lessee shall be responsible for installing conduits from the point of entrance into the building to the location of the demarcation point. For the purpose of this subparagraph only, these conduits shall be constructed in accordance with Telcordia/Bellcore NEBS construction rules and regulations.
- d) Indoor cables shall be plenum-rated, non-metallic, with a minimum National Electrical Code (NEC) rating of OFN. If EMT conduit is used, PVC jacketed fiber may be used. Higher NEC ratings of OFNR or OFNP may be installed if required.
- e) Indoor cables shall be pulled continuously from the fusion splice to outdoor cables to the telecommunications equipment room where all terminations shall be placed. No splices shall be allowed in these runs. The indoor cable shall be terminated with mechanical type connectors.
- f) A minimum 30' maintenance loop shall be provided at both ends of the indoor cable for new installations.
- g) All outdoor conduits within Lessee property shall continue to the point of entrance into the Lessee facilities. The outdoor fiber optic cable shall be terminated, with fusion spliced factory pigtailed into a wall-mounted fiber optic enclosure or fusion spliced to indoor fiber optic cable within 50' of the building's entrance.
- h) All fiber optic cable shall be continued through the building, using an indoor plenum-rated fiber optic cable installed in non-metallic plenum-rated tubing or sealed EMT conduit to the telecommunications equipment room as designated; then fusion spliced, with factory pigtailed, into a HBPW approved fiber optic tray.
- i) Service entrances that are within 50' of the telecommunications room may be routed directly to a rack-mounted fiber optic tray without the additional wall-mounted splice cabinet or fusion splice.
- j) All sleeves and cores (if needed) shall be 2" outside diameter and equipped with nylon bushings to protect the inner-duct / fiber.
- k) Fiber cable or sheathing shall not be exposed below suspended ceilings where possible.
- l) All inner-duct (if used) shall be supported every 6'.
- m) HBPW shall install fiber cables inside Lessee building from the point of entrance into the building to the demarcation point between the HBPW and Lessee irrespective of whether the HBPW or Lessee installs the inside conduits.

- n) All fire-rated walls shall be sealed or resealed with UL approved fire-stopping material after all cables have been placed. The fire-stopping material shall be removable to allow for placement of additional facilities at a later time.
  - o) Lessee shall provide room and rack space for rack-mounted splicing and termination panel unless the demarcation point is in an HBPW Colocation Facility.
  - p) The HBPW may, during the term of this Lease, modify or require additional construction requirements of the Lessee in order to meet the performance standards contained herein.
- 5) In Service Date. If the Leased Facilities require new fiber cable or other components to be installed, the "In Service Date" is estimated to be \_\_\_\_\_ weeks after the Lessee's payment of the Development Fee as described in paragraph 12 of this Agreement. If the Leased Facilities do not require new fiber cable to be installed, the In Service Date is estimated to be \_\_\_\_\_ weeks from the execution of this Agreement. HBPW shall provide a written notice to Lessee establishing the In-Service Date for the Leased Facilities.
- 6) Access.
- a) HBPW may locate any equipment necessary to provide, construct, or install the Leased Facilities within the Lessee's facilities in mutually agreed upon locations. Lessee agrees to allow HBPW direct ingress and egress to Lessee facilities at such times as may be required for the HBPW to perform any installation, maintenance, repair, or removal of its Leased Facilities. Lessee, at its sole option, may require that its representative accompany any representative of HBPW having or needing access to Lessee facilities. HBPW shall on a regular basis provide to Lessee a list of employees and /or authorized contractors, temporary or contracted employees who are performing work on, or who have or need access to Leased Facilities on Lessee's property. Lessee shall have the right to exclude any of the employees or agents of HBPW for any reasonable cause.
  - b) Colocation facilities are accessible by appointment and under escort of HBPW staff.
- 7) Operation, Maintenance and Repair – Leased Facilities.
- a) The HBPW shall be responsible for operating and maintaining in good repair the Leased Facilities and any easements or right-of-ways associated with them, such that the Leased Facilities continue to perform according to the design specifications and performance requirements specified in this agreement. To the extent the HBPW shall be required to utilize the Lessee's property which is not subject to an easement or other right of entry, the Lessee shall provide all necessary easements and rights-of-way to effectuate the terms of this agreement, and shall cooperate with the HBPW to permit the installation, operation, and maintenance of the Leased Facilities.
  - b) The HBPW shall use its best efforts to coordinate outage times with Lessee's Project Manager. HBPW outages to expand, rebuild, or upgrade the Leased Facility shall not constitute a "service interruption" for purposes of paragraph 9.
- 8) Operation, Maintenance and Repair – Lessee Facilities. The Lessee shall be solely responsible for operating and maintaining the Lessee facilities, including the interconnection to the Leased Facilities.

- 9) Performance Requirements. The Leased Facilities shall be available for the Lessee's dedicated use on a seven days per week, twenty-four hours per day basis subject to the following provisions as set forth on the attached **Exhibit B**. Upon request, the HBPW shall supply the Lessee with test results generated by an Optical Time Domain Reflectometer ("OTDR") for the leased fiber optic filaments. The OTDR Test will be performed on each strand in both directions. Testing shall be performed at 1310 nm and 1550 nm on each segment. The Lessee shall notify the HBPW of any interruption in service ("Service Interruption") resulting from the Leased Facilities. The HBPW shall make the necessary repairs to the Leased Facilities in order to restore Lessee's service within six (6) hours of its receipt of notice of the Service Interruption. For unplanned incidents, after initial damage assessment, if the HBPW cannot restore Lessee's service within six (6) hours, the HBPW shall notify the Lessee of the estimated time to restore the service. The duration of each Service Interruption shall be measured from the time Lessee notifies the HBPW of the interruption until the time the service has been restored. For purposes of this paragraph, notice shall be deemed effective when communicated either verbally or in writing by Lessee to the HBPW. A service interruption shall not include force majeure events as set forth in paragraph 15.
- 10) Alteration of Route. The HBPW may re-locate all or any part of the Leased Facilities to one or more alternate routes or rights-of-ways, provided that the relocation will not degrade the optic continuity of the Leased Facility below the Performance Requirements specified in this agreement. The HBPW shall coordinate any service outages related to route alteration with the Lessee Project Manager for the scheduling of any route alteration that will interrupt Lessee's service over the Leased Facilities. The HBPW shall notify the Lessee Project Manager at least 10 business days in advance of any planned interruption in service for route alteration. Such outages shall not constitute a "service interruption" for purposes of paragraph 9.
- 11) Modifications and Movement. All modifications and/or movement of the cable sheath containing any fiber optic filaments and other equipment along the "Leased Facilities" described in this Agreement, shall be performed by the HBPW or an individual or entity authorized by the HBPW.
- a) The Lessee shall pay charges for work for modification and/or movements requested by Lessee. The HBPW may require the Lessee to pay a deposit based upon the reasonable estimate of cost for any modification or movement requested by Lessee. Upon completion of the work for modification and/or movement, the Lessee shall pay the actual cost incurred by the HBPW for such work. The charges for labor and use of equipment shall be based on the HBPW Unit Price Contract then in effect. For each instance where charges for any modifications or movement are billed to Lessee, the HBPW shall provide to Lessee a statement detailing the unit price charges for labor and use of equipment and the costs of all materials to be charged.
- b) The Lessee shall provide the HBPW and/or its authorized representatives with reasonable access into its facilities in order to make any modifications and/or movements that the HBPW deems necessary at the HBPW's cost or which may be required as a result of changes necessitated by changes in any rights-of-way, easements, permits, licenses or pole attachment requirements.

- 11.1) Provide Fiber to Others. The HBPW shall retain the right to provide fiber optic network services to other persons or entities over the HBPW network and to install and permit others to install additional communications capacity within the HBPW Network provided that the additional activities will not degrade the optic continuity over the Leased Facilities.
- 12) Rent Payment/Fees.
- a) The Lessee shall be solely responsible for all costs and expenses associated with the developing, constructing, installing, operating, maintaining, and repairing the Leased Facilities, including any easements or rights-of-way associated with them, including, without limitation, labor and costs for all equipment and other components which may be constructed or installed by the HBPW. The HBPW may require the Lessee to pay a deposit based upon the reasonable estimate of cost for the Leased Facilities. The HBPW, upon completion of the Leased Facilities, shall bill the Lessee for the total development costs incurred by the HBPW. The Lessee shall pay such amount within thirty (30) days of invoicing by the HBPW and prior to the In-Service Date. The amount invoiced to the Lessee shall incur interest at the rate of one and one-half percent (1.5%) per month until paid and the HBPW shall be reimbursed for its reasonable attorneys fees and costs incurred to collect such amounts.
  - b) Lessee shall also pay to the HBPW a Monthly Rent Payment according to the monthly HBPW Dark Fiber Rate as listed on the HBPW Broadband Service Rate, as may be amended by the Holland Board of Public Works and Holland City Council. Leased Facilities may be added to this Agreement upon written request of the Lessee, and approval of the HBPW. Leased Facilities may be removed from the Lessee's DFLS upon written sixty day notification from the lessee or written sixty day notification from the HBPW.

The total Monthly Rent Payment due shall be paid in advance of the month for which Leased Facilities are provided for use to Lessee and shall be calculated, and prorated, if necessary, starting the next business day after the Lessee begins use of Leased Facilities until the next business day after Lessee discontinues use of any Leased Facilities. Should any such use start on a date other than the first business day of any month, then the Monthly Rent Fee paid in advance shall include a prorated monthly payment for the month in which such use begins and the next month thereafter. The HBPW shall submit to the Lessee on a monthly basis, a bill in the amount of the total Monthly Rent Payments. In the event the Lessee shall fail to pay the Monthly Rent Payment when due, interest shall accrue on the unpaid balance at the rate of 1½ % per month until paid, The HBPW, upon default by the Lessee, may accelerate the remaining Monthly Rent Payments for the Term and may declare the remaining balance of such payments due and owing. The reasonable attorneys fees and costs incurred by the HBPW to collect such amounts shall be paid by Lessee.

- 13) Term. This Agreement shall commence on the date entered as first stated above and shall continue for an initial term of five years (the "Term"). This Agreement may be renewed for an additional Term of five years subject to the following:
- a) The Lessee must notify the HBPW, in writing, six months prior to the expiration of the initial Term that it desires to renew this Agreement;

- b) The HBPW must agree, in writing, to renew this Agreement within two months after receiving the above notice from the Lessee in its sole and complete discretion; and
- c) The renewal of this Agreement for the additional Term shall be subject to the review, negotiation and adjustment of the terms and conditions of this Agreement.

In the event of termination of this agreement, by either written notice or by default, the HBPW shall be permitted, at its option, to access the Lessee's facilities for purposes of removing any Leased Facilities previously installed at such locations by the HBPW.

- 14) Default. In the event of a material default, the non-defaulting party shall notify the other party in writing of the nature of the breach and the party's intent to terminate the agreement. If a default occurs and remains uncured by the defaulting party for thirty days after the other party has given a notice of default, the non-defaulting party shall have the right to terminate this agreement and bring proceedings to recover damages that flow from the defaulting party's breach of this agreement. The right to terminate and seek damages shall be cumulative and in addition to any and all other rights and remedies available to the parties, including specific performance and other equitable relief. Notwithstanding anything in this agreement to the contrary, however, the amount of damages recoverable by the HBPW or by Lessee shall not exceed in the aggregate the sum of all of the Monthly Rent Payments for the Term of this agreement. Events of default shall include without limitation:
- a) The HBPW fails to provide the Leased Facilities to Lessee by the In Service Date, provided the Lessee does not materially delay the installation of any the Leased Facilities;
  - b) The Lessee fails to pay the Rent Payment or any other fees or charges required to be paid by the Lessee under this agreement after thirty days written notice of such failure;
  - c) Either party fails to comply in good faith with any other material terms and material conditions of this agreement; or
  - d) Either party ceases conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of its creditors, or becomes a party to any judicial or administrative proceeding in bankruptcy, receivership or reorganization.
- 15) Force Majeure. Neither party shall be in default by reason of any failure or delay in the performance of any obligation under this agreement where such failure or delay arises out of any cause, act, or event beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party pursuant to this Agreement. Such causes, acts, or events shall include, without limitation, acts of God, landslides, sink holes, vehicle accidents, lightning, hurricanes, earthquakes, fires, explosions, floods, acts of public enemy, wars, blockades, terrorism, insurrections, riots, or civil disturbances; labor disputes, strikes, work-downs, or work stoppages; orders, writs, decrees or judgments of any federal, state or local court, administrative agency, or governmental body, so long as these are not the result of wanton or willful action or inaction of the party relying thereon; provided, however, the contesting and good faith by such party of any such order or judgment, or the good faith failure by such party to contest any such order or judgment, shall not constitute or be construed to constitute a wanton or willful act or inaction of such parties; suspension, termination,

interruption, denial, or failure to renew any permit, license, consent, authorization, or approval necessary to the operation, maintenance or management of the HBPW's Network as such act or event is not the result of wanton or willful action of the party relying thereon; adoption of or change, after the date of execution of this agreement in the federal, state, or local laws, rules, regulations, ordinances, provisions, or licenses, or changes in the interpretation of such laws, rules, regulations, ordinances, permits, or licenses by a court or public agency having jurisdiction; failure of any subcontractor or any supplier to furnish labor, services, materials, or equipment in accordance with its contractual obligations, provided such failure is itself due to an event of Force Majeure or its adverse affect and the party relying thereon cannot obtain substitute performance within a reasonable time; or a defect in manufactured components; provided, however, that in any case where such equipment or component was manufactured by the party (or an affiliate of such party) seeking to rely upon such defect as an event of Force Majeure, such defect shall be deemed an event of Force Majeure only to the extent that the defect was caused by an independent event of Force Majeure. The HBPW shall repair, restore or replace any portion of the Lease Facilities that is damaged due to a Force Majeure Event, at the HBPW's sole expense. Either party may terminate this agreement if an event of Force Majeure prevents either party from performing their respective obligations under this agreement for a continuous period of forty-five (45) days.

- 16) Nondisclosure. The Lessee and the HBPW acknowledge that, in the course of maintaining and repairing the Leased Facilities, it may be necessary for the HBPW to monitor the Lessee's Transport layer or Data Link layer on the Leased Facilities. Other than work necessary for the maintenance, repair or installation of fiber or associated equipment, the HBPW does not monitor network traffic. The HBPW shall not disclose any of the Lessee's information without the prior consent of the Lessee. The HBPW shall also ensure that its employees, contractors and agents do not disclose to any third party Lessee's information without the Lessee's prior consent. The provisions of this paragraph shall not apply to information which (1) is or becomes generally available to the public; or (2) is, prior to disclosure, already in the possession of the receiving party and was not received from the other party; or (3) is rightfully received from a third party who did not receive the same from the disclosing party, or (4) is required by the Michigan Freedom of Information Act, MCLA 15.231, *et seq.*, by other law or governmental agency to be disclosed, after the receiving party notifies the disclosing party of the disclosure requirements and affords the disclosing party an opportunity to object and minimize such disclosure.
- 17) Limitation of Liability. The HBPW or the Lessee's liability on any claim for damages under this Agreement, except for a claim for unpaid Rent or any other charges owed by Lessee, shall be limited to direct damages and shall not exceed the total Monthly Rent Payment under this Agreement. Notwithstanding any other provision of this Agreement, neither Lessee nor the HBPW, their affiliates or subsidiaries, their officers, directors, employees, or agents shall be liable to the other for any indirect, incidental, or consequential damages, (including, but not limited to lost profits, lost revenue, or the failure to realize expected savings or cost) sustained or incurred in connection with the performance or non-performance of any services, or the use or operation of the equipment provided hereunder, regardless of the form of action and whether or not such damages are foreseeable. Any claim or cause of action arising from or in connection with any defect or failure in any equipment provided by the HBPW, or the performance or non-performance of any services provided by HBPW must be brought within two years after the acceptance of such

equipment or services by the Lessee. This paragraph shall survive the termination of this Agreement and shall constitute a mutually agreed limitation of liability by the parties.

18) Indemnification.

- a) In the event any claim, demand, lawsuit or liability is made or asserted against the HBPW by any third party and the same arises out of or is caused by any act or omission of the Lessee or its agents or representatives, then and in such event, the Lessee, to the extent permitted by law, shall indemnify, defend and hold harmless the HBPW its agents and representatives from any and all such claims, demands, causes of action and liability, including the payment of the HBPW's reasonable attorney's fees and costs in defending against such claims, demands, causes of action or liability. The Lessee shall reimburse the HBPW for any loss, or damages to any optical fiber, cable, or other facilities owned by the HBPW that is caused by liability covered hereunder. In the event of any claim, demand, lawsuit, or liability made or asserted which is covered by this paragraph, the Lessee shall have no liability to the HBPW unless it is notified, in writing, of such claim, demand, lawsuit or liability and given the opportunity to defend and/or settle same through counsel of its own choosing. This paragraph shall survive the termination of this Agreement.
- b) In the event any claim, demand, lawsuit or liability is made or asserted against the Lessee by any third party and the same arises out of or is caused by any act or omission of the HBPW or its agents or representatives, then and in such event, the HBPW, to the extent permitted by law, shall indemnify, defend and hold harmless the Lessee its agents and representatives from any and all such claims, demands, causes of action and liability, including the payment of the Lessee's reasonable attorney's fees and costs in defending against such claims, demands, causes of action or liability. The HBPW shall reimburse the Lessee for any loss, or damages to any optical fiber, cable, or other facilities owned by the Lessee that is caused by liability covered hereunder. In the event of any claim, demand, lawsuit, or liability made or asserted which is covered by this paragraph, the HBPW shall have no liability to the Lessee unless it is notified, in writing, of such claim, demand, lawsuit or liability and given the opportunity to defend and/or settle same through counsel of its own choosing. This paragraph shall survive the termination of this Agreement.

- 19) Insurance. The Lessee shall be responsible for obtaining and maintaining in full force and effect comprehensive general liability, property and casualty insurance for the Leased Facilities. Such insurance shall provide comprehensive general liability coverage in an amount no less than two million dollars (\$2,000,000.00) for property damage for each occurrence and in an amount no less than two million dollars (\$2,000,000.00) for bodily injury for each occurrence. Each insurance policy obtained by Lessee in satisfaction of its obligation hereunder shall have an Additional Insured Endorsement naming the "City of Holland, acting by and through its Board of Public Works, its officers, agents, directors, and employees" as an additional named insured. The Certificate of Insurance shall include a waiver of subrogation against all parties named as additional insureds. HBPW shall likewise obtain and maintain the same levels of insurance coverage for property damage and bodily injury damage. HBPW may through a combination of self-insurance, primary insurance or excess insurance provide for such coverage. HBPW and Lessee agree to secure any other reasonable amounts of insurance necessary to secure permits and rights of way required for installation and operation of the Leased Facilities.

- 20) Labor. The HBPW may, in its sole discretion, hire contractors and consultants to assist the HBPW in performing its duties under this agreement, provided that all contractors hired by the HBPW to construct, install, repair and maintain the Leases Facilities have reasonable insurance coverage. Under no circumstances shall the HBPW's employees, agents, consultants or contractors be considered employees, agents or contractors of Lessee. The HBPW shall be solely responsible for hiring, firing, paying, supervising and providing an adequate working environment for these employees, agents, consultants and contractors. The HBPW shall notify Lessee immediately of any labor disputes that jeopardize the HBPW's timely performance of its obligations under this agreement.
- 21) Ownership of Leased Facilities. The HBPW shall own and hold legal title to the Leased Facilities which include, but are not limited to, the fiber cabling and equipment which may be located at the Lessee's facilities up to the Demarcation Point throughout the duration and after the termination of this agreement.
- 22) Dispute Resolution. No party may elect to have any controversy or dispute arising between the parties under this agreement resolved by arbitration unless mutually agreed in writing. If the parties do not agree on a mutually agreeable arbitrator, the dispute shall be resolved by the commencement of an action in the Ottawa County Circuit Court, which shall be the forum of exclusive jurisdiction.
- 23) Assignment; Successors in Interest. This Agreement shall not be assigned by either party without the other party's prior written consent. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and assigns of the Lessee and the HBPW; however, no assignment of this agreement, whether by act of the parties or by operation of law, and no sublease by or from the Lessee in violation of any of the provisions, covenants, and conditions of this agreement shall vest in the assignee or sub-lessee any right, title, or interest whatsoever in the Leased Facilities or any rights created herein.
- 24) Third-Party Beneficiaries. No third-party shall have any rights under this agreement as a third-party beneficiary.
- 25) Entire Agreement; Modification. This agreement and any documents executed in connection herewith constitute the entire agreement and understanding among the parties to this agreement and supersede any and all prior agreements, understandings, and arrangements, oral or written, between the parties with respect to the subject matter hereof. This agreement may be modified or amended only by a written instrument executed by all of the parties hereto. The parties acknowledge joint review and drafting of this Agreement, and no rule of interpretation or construction shall be made against the drafter of the Agreement.
- 26) Captions. Article, section, and paragraph titles or captions contained in this agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this agreement or the intent of any provision hereof.

- 27) Enforceability. If any provision of this agreement is determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the other provisions of this agreement. If, in the good faith opinion of either party, the severance of the unenforceable provision destroys the economic benefits of this agreement to either party, the parties shall in good faith negotiate an amendment to this agreement to restore as much as possible the economic benefits to the parties.
- 28) Counterparts. This agreement may be executed in one or more counterparts, and any party to this agreement may execute and deliver this agreement by executing and delivering any of such counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
- 29) Waiver. One or more waivers of any breach of any representation, warranty, or covenant in this agreement by any party shall not be construed as a waiver of a subsequent breach of the same or of any other covenant or condition.
- 30) Governing Law. This agreement and the obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Michigan.

31) Notice. Any notice, statement, or demand furnished or made by a party to this agreement shall be deemed given, furnished, or made when delivered to the other party's Project Manager via the U.S. mail system or other overnight package service at the address below, or to such other address as the party may from time to time specify by written notice.

If to Lessee:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If to the HBPW:

Broadband Services Superintendent  
Holland Board of Public Works  
625 Hastings Ave  
Holland, MI 49423  
Attention: 616-355-1500  
Facsimile: 616-355-1550

IN WITNESS WHEREOF, the Lessee and the HBPW have executed this Agreement on the date first written above.

**LESSEE:** \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

Dated: \_\_\_\_\_

**HOLLAND BOARD OF PUBLIC WORKS**

By Dave Koster \_\_\_\_\_

\_\_\_\_\_

Its General Manager \_\_\_\_\_

Dated: \_\_\_\_\_

## Appendix 3 – Enhanced Service Level Agreement

# Holland Board of Public Works Broadband Enhanced Service Level Agreement

Holland Board of Public Works (HBPW) provides the following Service Level Agreement (SLA) for applicable Enhanced Broadband service.

### Definitions

- Calendar Month: The period beginning at 12:00 AM midnight on the first day of the month and ending at 11:59 PM on the last day of that month.
- Customer: A customer that orders the Service from HBPW pursuant to an agreement.
- Service: Active Ethernet Service or Business Class Internet Service as provided by the HBPW
- Service Address: Building where Customer receives Service.
- Customer Premises Equipment (CPE): Customer-owned network equipment located at Customer's Service Address.

### Availability Objective

HBPW offers the following SLA for Service with a minimum of one year Service term. The SLA is effective on the first day of the month after initial installation and Customer acceptance of Service.

### Service Availability

Customer will be entitled to receive from HBPW a credit if the availability ("Service Availability") of a particular Service for any Calendar Month falls below the percentage shown in the applicable credit schedule included below. HBPW guarantees the Service availability only to the point to which HBPW can perform connectivity tests to HBPW network termination equipment at Customer Address. The Service will be deemed to be unavailable to the Customer only if the Service is subject to an interruption that results in a total disruption of the Service ("Outage") for longer than 3 minutes.

Service Availability Percentage is calculated as follows:

$$\left( \frac{((\text{Applicable Days in Calendar Month} * 24 * 60) - (\text{Minutes of Outage on Affected Service in Calendar Month}))}{(\text{Applicable Days in Calendar Month} * 24 * 60)} * 100 \right)$$

Outage minutes are calculated by HBPW monitoring and Trouble Management systems.

Circuit Availability		Amount of Credit	Downtime Per Month *
Upper Level	Lower Level		
< 99.99%	99.9%	10%	≤43.8 minutes
< 99.9%	99.5%	25%	≤ 3.6 hours
< 99.5%	0%	50%	> 3.6 hours

The credit (“Outage Credit”) to which the Customer may be entitled under this section will be equal to the applicable credit percentage identified in the table below of Customer’s monthly recurring charges for the affected Service.

### Service Restoration

In the event of an Outage, HBPW will notify the Customer within 1 hour of the incident and will provide the Customer with regular updates and an Estimated Time to Repair (ETTR).

In the event of an Outage, HBPW will operate to achieve a 4 hour or better Mean Time to Restore (MTTR).

### Chronic Outage

In the event Customer experiences chronic Outages with respect to any Service, Customer will be entitled to terminate the affected Service. A Service suffers from chronic Outages if such Service, measured over any Calendar Month, experiences more than five Outages, or more than 48 aggregate hours of Outages. The customer may at its sole and exclusive remedy for chronic Outages, upon 30 days prior written notice to HBPW, terminate the Affected Service without incurring any early termination charges.

### Terms and Conditions

HBPW is offering the Service in accordance with the HBPW Rate Book and applicable Service agreement. In the event of a conflict between the terms of this document and the Rate Book, the terms of this document will be controlled.

To be eligible for an Outage Credit under this SLA, the Customer must, in addition to complying with the other terms included in this SLA, be in good standing with HBPW and current on their obligations, and submit necessary supporting documentation and request reimbursement within 30 days of the conclusion of the service month in which the Outage occurs.

HBPW will determine the Outage Credit to be provided to the Customer. A customer may receive Outage Credit for a particular impacted service for a maximum of four months in any 12-month period.

### Restrictions and Exclusions

An Outage will not be deemed to have occurred in the event that the Service is unavailable or impaired due to any of the following:

- a) Interruptions caused by the negligence, error or omission of Customer or others authorized by Customer to use or modify Customer’s service;
- b) Interruptions due to failure of power at Customer’s Service Address;
- c) Interruptions due to poor performance of Customer Premises Equipment (CPE);

- d) Interruptions during any period in which HBPW technicians are not given access to the Service Address;
- e) Interruptions during planned maintenance which HBPW communicated to the Customer;
- f) Interruptions during any period when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis;
- g) Interruptions resulting from force majeure events beyond control of HBPW including, but not limited to, acts of God, pest damage, government regulation, labor strikes or national emergency;
- h) Interruptions resulting from the inability to secure component parts;
- i) Interruptions resulting from incorrect, incomplete or inaccurate orders and/or network specifications from the Customer;
- j) Interruptions resulting from a failure of a carrier other than HBPW providing service.

# Appendix 4 – Sales Agreements

## A. Dark Fiber Sales Agreement

Board of Public Works  
Holland Michigan  
Commercial/Industrial

Application for an Extension of Fiber Optic Cable

Applicant:  
Location Address:  
Service Description

Contract

The above named applicant(s) and/or property owner are responsible for the following:

1. To provide acceptable easements for the extension, grading within 0.5 feet of final grade before fiber construction, and to maintain final grading after completion of project, specifications of interface type and quality of service, site plans, etc., needed to properly install the fiber optic cable and interface.
2. To provide tree trimming and/or tree removal prior to fiber construction.
3. To provide adequate truck and other access for construction and maintenance of the fiber optic cable and interface.
4. To install, own, and maintain the building cabling from the interface to and in the building.
5. To make a payment to the BPW as provided in the Quote Number 10374 incorporated in and made a part of this agreement.
6. To continue BPW fiber service at the locations covered by this agreement and existing Dark Fiber Lease Agreement terms.
7. To pay the monthly or other charges described in the Quote and pay the rates set by the BPW from time to time thereafter and to abide by and be bound by the rules of service and security policies adopted by the BPW from time to time to govern use of the fiber optic infrastructure. The rules of service and security policies are or will be maintained at the offices of the BPW and will be available upon request.

Applicant Signature \_\_\_\_\_ Date: \_\_\_\_\_

## B. Active Ethernet Sales Agreement

Board of Public Works  
Holland Michigan  
Commercial/Industrial

### Application for an Extension of Fiber Optic Cable

Applicant:  
Location Address:  
Service Description

#### Contract

The above named applicant(s) and/or property owner are responsible for the following:

1. To provide acceptable easements for the extension, grading within 0.5 feet of final grade before fiber construction, and to maintain final grading after completion of project, specifications of interface type and quality of service, site plans, etc., needed to properly install the fiber optic cable and interface.
2. To provide tree trimming and/or tree removal prior to fiber construction.
3. To provide adequate truck and other access for construction and maintenance of the fiber optic cable and interface.
4. To install, own, and maintain the building cabling from the interface to and in the building.
5. To make a payment to the BPW as provided in the Quote Number 10376 incorporated in and made a part of this agreement.
6. To continue BPW fiber service at the locations covered by this agreement.
7. To pay the monthly or other charges described in the Quote and pay the rates set by the BPW from time to time thereafter and to abide by and be bound by the rules of service and security policies adopted by the BPW from time to time to govern use of the fiber optic infrastructure. The rules of service and security policies are or will be maintained at the offices of the BPW and will be available upon request.

Applicant Signature \_\_\_\_\_ Date: \_\_\_\_\_

## C. Fiber Internet and Shared Gigabit Sales Agreement

1. The Customer grants HBPW access to the premises at reasonable times for the purpose of installation, maintenance, repair, or removal of service.
2. HBPW adheres to procedures established by the Michigan Damage Prevention Board (MDPB) and Miss Dig to locate existing utility lines. The Customer acknowledges that private utilities, such as sprinkler systems, buried lines to outbuildings, septic systems, and drain fields, are not located by Miss Dig. To avoid disruption of these private utilities, the Customer agrees to disclose any known private facilities during the application and installation process. HBPW is not responsible for damage to unidentified underground private utilities.
3. HBPW will install, own, and maintain all necessary fiber optic cabling up to and including the demarcation point (DMARC) within the premise. HBPW will not be responsible for inside premises wiring installation or changes to existing wiring.
4. The Customer shall be responsible for all costs, if any, associated with the fiber service DEMARC relocation and service installation outside HBPW's scope of work.
5. HBPW may request that the property owner complete any necessary tree trimming prior to the start of the construction of the fiber service drop.
6. Broadband Service requires HBPW equipment be placed at the Customer's premise. The Customer is responsible for the maintenance of a clean, safe, and hazard-free environment for this equipment. The Customer shall be held liable for damage to HBPW equipment from acts of carelessness, negligence, or willful damage performed by the owner or their tenants. In the event of damage, HBPW will repair or replace damaged equipment, and the cost shall be billed to the Customer.
7. The Customer or HBPW may terminate service at any time for any reason as per the HBPW [Broadband Terms of Service](#).
8. Failure to return HBPW-owned equipment within 5 days of service termination will result in an equipment fee as provided for in the [HBPW fee schedule](#).
- ~~1-9.~~ Broadband services include Fiber Internet, Shared Gigabit, Active Ethernet, Dark Fiber, and Transit. Review the complete description of services in the [Terms of Service](#).
- ~~2-~~ ~~3-10.~~ \_\_\_\_\_ To provide acceptable easements for the extension, grading within 0.5 feet of final grade before network construction, and to maintain final grading after completion of the project, specifications of interface type and quality of service, site plans, etc., needed to properly install the fiber optic cable, network cable, and/or interface.
- ~~4.~~ ~~5-11.~~ \_\_\_\_\_ To provide acknowledgement of private utilities, such as sprinkler systems, buried lines to out buildings, septic systems, drain fields, and other lines not located by MISSDig. The customer agrees to disclose any known private facilities during the

application and installation process. HBPW is not responsible for damage to the unidentified underground private utilities.

~~6.12.~~ To provide completed [Fiber Build Authorization](#).

~~7.13.~~ To provide tree trimming and/or tree removal before network construction as required.

~~8.14.~~ To provide adequate truck and other access for construction and maintenance of the network cable and interface.

~~9.15.~~ To install, own, and maintain the building cabling from the interface to and in the building.

~~10.16.~~ To provide a Wi-Fi router with no monthly rental fees and to acknowledge that HBPW (Holland Board of Public Works) is not responsible for the maintenance of customer-owned equipment.

~~11.17.~~ To make a payment to HBPW (Holland Board of Public Works) as selected above incorporated in and made a part of this agreement. Past-due payments are subject to a 2% charge in the amount of arrears and will be assessed in the next billing cycle.

~~12.18.~~ To continue HBPW broadband service at the locations covered by this agreement with no contract period. The customer may terminate the service at any time for any reason by providing notice to HBPW. The notice must be provided to the HBPW Fiber Customer Service department and include the customer's account information and the desired termination date.

~~13.19.~~ To pay the monthly or other charges as described for the Initial Service Period and pay the rates set by the HBPW from time to time thereafter and to abide by and be bound by the rules of service and security policies adopted by the HBPW from time to time to govern the use of the Broadband Service. The rules of service and security policies are or will be maintained at the offices of HBPW and will be available upon request.

~~14.20.~~ To provide one seasonal hold per 12-month period with the understanding there is a 3-month minimum and a 6-month maximum time frame for this request. A one-time service fee of \$20 will be assessed during both the disconnection and reconnection of service.

~~15.21.~~ To return all HBPW-owned equipment upon termination of service<sup>2</sup>.

<sup>1</sup> If you occupy a building with multiple tenants you can qualify for a 1-year Initial Service Period.

<sup>2</sup> Failure to return equipment within 5 days. Unreturned equipment shall incur a charge of \$200 equipment fee.

Approved by Holland BPW's Board of Directors December 15, 2025.  
 Approved by Holland City Council December 17, 2025.

## Appendix 5 – Fiber Build Authorization Form

### FIBER BUILD AUTHORIZATION

#### Holland Board of Public Works Broadband Services

625 Hastings Ave, Holland, MI 49423

*Must be signed by property owner*

Owner Information		
Name:		
Physical address:		
City/Township:	State:	ZIP Code:
Email:	Phone:	
Mailing Address (If different than above)		
City/Township:	State:	ZIP Code:
Additional Facilities		
<p>When installing fiber optics for services, it is important to know of all buildings on the property you are interested in having service to. Garages, sheds, secondary living quarters and all other improvements on the same property you want services to should be noted below. There may be additional installation and/or service charges for buildings other than the primary location depending upon the work required and services desired. If the space below is left blank, the Holland Board of Public Works (HBPW) will not install service facilities to anywhere other than the primary building.</p> <p>BUILDINGS OTHER THAN THE MAIN BUILDING ON THE SAME PROPERTY YOU WOULD LIKE SERVICE AT:</p>		
Private Utilities Disclosure		
<p>When installing fiber, HBPW follows procedures set forth by the Michigan Damage Prevention Board (MDPB) and Miss Dig 811 to help locate existing utility lines. However, private utility lines such as sprinkler systems, buried lines to out buildings, septic systems, drain fields, underground invisible fence lines, etc. are not a part of the Miss Dig system. In an effort to prevent disturbing private utilities, please let us know of any private lines you are aware of and provide us a telephone number we can reach you at to discuss their location. HBPW shall not be responsible for damaging or disturbing utility lines that are not disclosed and properly located by the undersigned.</p>		

--

**Authorization**

The undersigned hereby grants to the HBPW permission to construct, operate and maintain a communication line or system on, over, or under the premises described in the "Owner Information" box above and in or upon all streets, roads, or highways abutting said premises. The undersigned further agrees that in the event that said undersigned does not own all private land or lands necessary to be crossed or accessed, as stated above, he or she or they shall obtain all necessary permission from the owner or owners of said land or lands, and shall submit same to HBPW prior to installation of service. The undersigned hereby grants to HBPW access to the premises of undersigned at all reasonable times for the purpose of installing, repairing, maintaining or removing any service to the premises, and if requested shall provide to HBPW an easement for such use and purposes. Application for service is still required. The undersigned agrees to the HBPW Broadband Terms of Service and in the event of a dispute the HBPW Broadband Terms of Services shall govern. (<https://hollandbpw.com/en/customer-service/terms-of-service>)

Name (please print):

Signature:

Date:

Please return this completed form via mail or email to:  
 Holland Board of Public Works - Broadband Services  
 625 Hastings Ave, Holland, MI 49423  
 Email: [fibersupport@hollandbpw.com](mailto:fibersupport@hollandbpw.com)

IF YOU HAVE ANY QUESTIONS REGARDING THE FIBER BUILD PROCESS OR SERVICES AVAILABLE AT YOUR LOCATION, PLEASE CALL HBPW Customer Service at 616-355-1500.

REV 01042024-1

# Appendix 6 - Network Management

## A. Practices

- HBPW prioritizes network reliability and performance to ensure consistent service for customers.
- During peak hours, HBPW may apply reasonable network management techniques to optimize overall network performance. These techniques include load balancing, traffic shaping, and congestion management.
- HBPW does not discriminate against specific applications or services.
- HBPW reserves the right to throttle or block traffic that goes against the Terms of Service at <https://hollandbpw.com/en/customer-service/terms-of-service>.
- HBPW does not engage in paid prioritization.

## B. Privacy

- HBPW respects your privacy and adheres to applicable data protection laws.
- HBPW's Privacy Policy outlines how we collect, use, and protect your personal information. Our Privacy Policy may be seen at <https://hollandbpw.com/en/privacy>.

## C. Speed and Data Allowances

- Advertised speeds represent the maximum achievable under ideal conditions.
- Actual speeds may vary due to network congestion, distance from the network host, and other factors.
- Service plans do not include Data allowances (Data Caps), but excessive bandwidth abuse may result in reduced speeds.

## D. Usage Conditions

- Customers are subject to HBPW Terms of Service seen at <https://hollandbpw.com/en/customer-service/terms-of-service>.

## E. Glossary

### Load balancing

A technique used to distribute network traffic across multiple servers, devices, or paths. It optimizes resource utilization and prevents congestion by ensuring that no single server or path is overwhelmed.

*Holland BPW Fiber may use this technique.*

**Traffic shaping**

Regulating the flow of network traffic by controlling the rate at which data packets are transmitted. It helps prioritize critical traffic and smooths out bursts of data.

*Holland BPW Fiber may use this technique.*

**Congestion Management**

Strategies for handling network congestion. When network resources are overwhelmed, congestion occurs, leading to packet loss and degraded performance. These techniques prioritize traffic, manage queues, and prevent network collapse during high-demand periods.

*Holland BPW Fiber may use this technique.*

**Paid prioritization**

ISPs (Internet Service Providers) sometimes offer faster access to specific content or services in exchange for payment. It allows certain traffic to bypass congestion and receive preferential treatment. This is also referred to as "fast lanes."

*Holland BPW Fiber does not use this technique.*

**Data allowances (data caps)**

Some ISPs (Internet Service Providers) limit the amount of data a user can transfer over a network within a specific time period (e.g., monthly).

*Holland BPW Fiber does not use this technique.*

# Appendix 7 – Digital Millennium Copyright Act (DMCA) Policy

Digital Millennium Copyright Act (DMCA) Policy  
The Holland Board of Public Works (HBPW)

## 1. Introduction

The Holland Board of Public Works (HBPW) as an online service provider, respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws, we have established the following policy to address claims of copyright infringement.

## 2. Designated Agent

HBPW has designated an agent to receive notifications of alleged copyright infringement. If you believe that your copyrighted work has been used in a way that constitutes copyright infringement, please send a written notification to our designated agent:

### Designated Agent:

Superintendent of Broadband Services  
Holland Board of Public Works  
625 Hastings Ave  
Holland, MI 49423  
[dmca@hollandbpw.com](mailto:dmca@hollandbpw.com)  
Phone: 616.355.1500

## 3. Filing a DMCA Notice of Alleged Infringement

To be effective under the DMCA, your notification must be a written communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the copyright owner.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple works, a representative list.
3. Identification of the material that is claimed to be infringing and information reasonably sufficient to permit HBPW to locate the material.
4. Information sufficient to allow HBPW to contact you, including your mailing address, telephone number, and email address.
5. A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Incomplete or invalid notifications may not be processed.

#### **4. Counter-Notification**

If you believe that the material identified in a DMCA notice was removed or disabled due to mistake or misidentification, you may file a counter-notification. The counter-notification must include:

1. Your physical or electronic signature.
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled.
3. A statement under penalty of perjury that you have a good-faith belief that the material was removed or disabled due to mistake or misidentification.
4. Your name, mailing address, telephone number, and email address, and a statement that you consent to the jurisdiction of the federal court for the judicial district in which your address is located, or if your address is outside the United States, for any judicial district in which HBPW may be found, and that you will accept service of process from the person who provided the DMCA notice or an agent of such person.

Counter-notifications must be sent to the designated agent listed above.

#### **5. Repeat Infringers**

HBPW reserves the right to terminate accounts or access to our services for users who are determined to be repeat infringers in accordance with applicable law. The HBPW Repeat Infringer policy is located at <https://hollandbpw.com/en/dmca-policies>  
<https://hollandbpw.com/en/dmca-policies>

#### **6. Misrepresentation**

Any person who knowingly materially misrepresents that material or activity is infringing, or that material or activity was removed or disabled by mistake, may be liable for damages, including costs and attorneys' fees.

#### **7. Changes to This Policy**

HBPW reserves the right to modify this DMCA policy at any time. Updates will be posted on our website, and the effective date will be revised accordingly.

#### **8. Contact Us**

For further questions regarding this DMCA policy, please contact our designated agent listed above.