



Water Terms of Service

Holland Board of Public Works

Effective December 1, 2023

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General Terms of Service

1. 1. Definitions

- **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.
- **Dwelling Unit:** A single room, suite or groups of rooms or suites with accommodations to sleep, eat, and have a bathroom
- **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.
- **Industrial Customer:** A classification for businesses directly involved with manufacturing goods or services for sale as an organized action.
- **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 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.
- **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.
- **Service Location:** The point at which HBPW has agreed to provide electric, water, wastewater, and/or broadband service.
- **Tenant:** Person(s) named responsible for the one or more utilities under an executed lease or similar document.

2. General Provisions

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

A Customer that commences service with HBPW agrees to abide by all HBPW Terms of Service and Rates. All Rates are subject to revision at any time upon approval by the HBPW Board of Directors and Holland City Council.

A. Obligations

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

B. 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.

3. New Service Requirements

The following information may be required to establish a new service.

A. Residential Service

- 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

- 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 (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 5F—Account Security Deposits.

4. Readiness to Serve

All active accounts will be billed the readiness to serve charge based on account type and size. Service must be completely disconnected or suspended to eliminate the readiness to serve charge. Disconnect/Reconnect fees may apply.

A. Discontinuation of Service

All requests for a discontinuation of service shall be made through HBPW Customer Service. Discontinuation of service is subject to applicable fees and charges.

B. 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.

5. Responsibility for Payment of Bill

A. General

Each HBPW Customer is responsible to pay all utility bills as rendered on or before the due date shown thereon. The Customer remains responsible for payment of the bills until the Customer orders service to be discontinued 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 service as defined in the Shut-Off Policy.

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

Readings may be estimated when conditions warrant. Until reconciled by an actual 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 building and equipment.

C. 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.

D. Late Charges

A late payment charge of two percent (2) of the amount in arrears will be assessed when the next month's bill is issued. The late payment charge will not apply to any penalty portion of the Customer's bill. Customers may request a late charge waiver under extenuating circumstances.

E. 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 estimated bills.

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 undercharge amount.

F. Account Security Deposits

HBPW requires account security deposits from all Tenants that do not have 12 consecutive months established good credit with HBPW. HBPW shall not provide services to the Premises until it receives a security deposit from the Tenant, or an individual or entity acting on behalf of the Tenant. Except as defined for Rate K Customers in Paragraph F.3 below, a security deposit may be reduced or waived if the Customer has at least 12 consecutive months established good credit with HBPW. Additionally, HBPW may employ a third party screening tool to determine good credit for those Customers with less than 12 consecutive months credit history with HBPW. The following shall be prima facie evidence that the Tenant does not have a good credit history: the Tenant has a prior service account that is delinquent with any utility within the last six (6) years; the Tenant misrepresents his or her identity or credit standing; the

Tenant, in an unauthorized manner, used, diverted or interfered with HBPW utility services within the last six (6) years; HBPW has shut off service to the Tenant for nonpayment of a delinquent account that is not in dispute; or HBPW has had more than one (1) payment from the Tenant's account returned within the last 12 months for insufficient funds or for no account, excluding bank error.

Security deposits shall be determined as follows:

1. A deposit required as a condition of obtaining a **new residential service**, or when it is required for providing or continuing residential service due to a prior outstanding account that is not in dispute, shall be equal to two (2) times the utility system average monthly bill for residential service as determined by HBPW.
2. A deposit required as a condition of obtaining a **new commercial or industrial service**, or when it is required for providing or continuing commercial or industrial service due to a prior outstanding account that is not in dispute, then the amount shall be equal to two (2) times the average or estimated monthly bill for a similar Commercial or Industrial Customer's service, or projected load of the new service as determined by the Customer and approved by HBPW.
3. An initial deposit equal to two (2) times the estimated monthly bill for the premise(s) is required for Tenant accounts that are placed on Rate K. Deposit amounts will be reviewed annually for deposit modifications based on load changes. Deposits on Rate K accounts shall be credited to the Tenant's account, or to the individual or entity that paid the deposit on behalf of the Tenant, only upon the termination of utility service(s) with the account in good standing.
4. The amount of the deposit required as a condition of providing, restoring, or continuing residential, commercial or industrial service due to shut-off for nonpayment shall be determined as follows:
 - a. If the Customer has been disconnected once within the last three years, then the deposit shall be two (2) times the average or estimated monthly billing for the Premises.
 - b. If the Customer has been disconnected twice within the last three years, then the deposit shall be three (3) times the average or estimated monthly billing for the Premises.
 - c. If the Customer has been disconnected three times within the last three years, then the deposit shall be four (4) times the average or estimated monthly billing for the Premises.
 - d. If the Customer has been disconnected more than three times within the last three years, then the deposit shall be six (6) times the average or estimated monthly billing for the Premises.

5. The amount of the deposit required as a condition of providing, restoring, or continuing residential, commercial or industrial service due to unauthorized use, diversion, or interference shall be four (4) times the average monthly bill for the Premises.
6. 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.
7. With the exception of deposits for Rate K Tenants as outlined in paragraph F.3 above, deposits shall be credited to the Tenant's account, or to the individual or entity that paid the deposit on behalf of the Tenant upon a minimum completion of twelve (12) consecutive months of good credit history or upon the termination of utility service with the account in good standing.
8. HBPW will pay simple interest accrued on account security deposits held annually 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.

G. Lien as a Security for the Collection of Service Charges

Except as otherwise provided or limited by state law, the city shall have as security for the collection of all charges for utility services as authorized by the Revenue Bond Act of 1933, as amended, a lien upon the Premises to which such services were supplied. Such liens shall become effective immediately upon the distribution or supplying of such service or services to such Premises. The term "charges for utility service" shall mean the rates, fees, rentals and all other charges for furnishing such service and all repairs, maintenance and alterations of such service which the City determines` to be the responsibility of the service Customer.

[City of Holland, MI Table of Contents \(ecode360.com\)](#)

I. Placement on Tax Rolls

Those charges which are delinquent for three (3) months or more on June 30 of each year shall be reported by the City Auditor per Holland City Charter Sec.12-18 Lien to utility charges; 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.

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

If the owner of a Premises which receives services provided by the HBPW shall lease the Premises to a Tenant who is responsible under the lease for the payment of the charges for specified services, and the property owner notifies HBPW in writing of the lease agreement by an affidavit of lease (including a copy of the lease executed by the owner and their Tenant), then the charges for electric services provided to such leased Premises shall not become a lien against the Premises after the date HBPW receives notice.

Immediately after filing of such notice, HBPW shall render no further service to the Premises until it receives a security deposit as security for the payment of the electric charges from the Tenant (or an individual or entity acting on behalf of the Tenant). Deposits shall be credited to the Tenant's account (or to the individual or entity that paid the deposit on behalf of the Tenant) upon a customer's minimum completion of 12 consecutive months of good credit history or upon the termination of utility service with the account in good standing.

[City of Holland, MI Lien as Security for Collection of Service Charges \(ecode360.com\)](http://ecode360.com)

6. Shut-Off Policy

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 [Michigan Legislature - Section 460.9q](#) (the "Act") with regard to residential utility shutoffs.

A. Notice

Except where a shut-off is necessary to maintain service quality, prevent damage to the relevant distribution system, or prevent damage to property, HBPW shall not shut off service prior to sending a notice to the Customer by first-class mail not less than 10 days before the date of the proposed shut-off. HBPW shall maintain a record of the date the notice was sent.

B. Permissible 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.

C. 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.

D. Contact to Customer

I. 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.

II. Remote Shut-Off

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

III. 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 shut-off of service is imminent and of the steps necessary to avoid 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. 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.

G. Critical Care and Medical Emergency Residential Customers

I. Postponement

For electric and water service, HBPW will postpone shut-off 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 time period during which the shut-off 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.

II. Restoration

If a shut-off of service 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 shut-off 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.

H. Active Duty Customers

Active Duty Customers are residential households where:

1. The household income is reduced because the Customer of record, or the spouse of the Customer of record, 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. Shut-Off Prohibited

HBPW shall not shut off service to an active duty Customer during his or her service for a period of up to Ninety (90) days. 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.

7. Complaint Resolution

A. Complaint

In the event that an HBPW Customer believes that HBPW is in violation of this policy or, [Michigan Legislature - Section 460.9g](#) 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.

B. Initial Review

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

C. Final Review

If the Utility Services Director or in his/her 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 decision.

8. 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 business purposes, authorized personnel (i.e. employees and agents who have a business use 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 Customer Service Manager.

9. E-Services Privacy, Terms & Conditions

Please view our website for the most up to date privacy policy, terms, conditions and cookies associated with e-services. www.hollandbpw.com/privacy ;
www.hollandbpw.com/myhbpw-terms

Any questions regarding the privacy policy or terms and conditions should be directed to customerservice@hollandbpw.com.

10. Theft

HBPW will investigate cases of suspected theft 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.

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 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.

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

11. Miscellaneous Provisions

A. Other Remedies

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

B. 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.

C. Right of Way and Easement Restoration

HBPW utility equipment (fire hydrants, poles, transformers, etc.) is often located in the road right-of-way or in easements provided on Customer property. 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 the course of 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 is limited to replacement of any disturbed streets, driveways, curbs, sidewalks or parking lots and reseeded 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

12. 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>

13. 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 devices, associated structures and the like used as a part of or in connection with an electric installation. In the case of water and wastewater, this 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):** This is the unit that is connected to every water meter that sends the usage readings to the HBPW every 12 hours or less.
- **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.

14. Service Conditions

A. Description of Service

HBPW produces 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 all of the Water Distribution System within the City of Holland and in portions of the townships served by the water system, which portions shall be 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's 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. Service Interruption

HBPW shall not be liable for interruptions in the service including without limitation, variations in the service characteristics, or for any loss or damage of any kind or character occasioned thereby, due to causes or conditions beyond the HBPW's reasonable control. Water service may be restricted or discontinued for repairs to Water Mains, fire hydrants, Customer's service connection or associated Appurtenances.

D. 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 depends upon water services for protection against damage or failure. This equipment protects against any possible 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 Main require approval from the local municipal authority. New 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 are issued by the City Plumbing Inspector at City Hall.

The service application shall be supplemented with plans, specifications, or other information when requesting a water service connection that is larger than 2" 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.

15. Use of Service

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

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.

No person except authorized fire department personnel and such other people as determined by HBPW shall operate and/or take water from a fire hydrant, Fire Service, or any other unmetered connection, unless otherwise approved by HBPW. Any other use of fire hydrants requires installation of a hydrant meter and backflow prevention device obtained from HBPW. A hydrant meter rental application must be submitted and approved by HBPW, and the customer shall pay all fees in accordance with the Fee Schedule.

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 right-of-way. For Fire Services the delineation of ownership shall be after the first shutoff valve from 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.) then 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 a 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 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 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 the water service will be resumed.

E. Water Use Reduction Plan

During periods of high Demand 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.

16. 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 the HBPW. HBPW reserves the right to size such metering equipment.

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

A. Temporary Metering

Temporary metered water service 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 a distance of 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.

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 by the customer and the customer is responsible for its maintenance.

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 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. A fee is charged for this service. 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 the previous meter removed when applying the Trunkage charges or new meter fees.

17. 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 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.

18. 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 or the local licensed plumbing inspector to insure 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 shall keep their own service pipe from the curb stop in the right-of-way to the meter in good repair and free from leaks at their own expense.

A. Installation of Service Lines

1. All locations of water service leads 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 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 service pipe from the water 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 approved by HBPW is acquired.

7. Property owners are allowed to connect to an existing water Service Stub outside of the right of way whether they are licensed plumbers or not, 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 water service Facilities work performed in the public right-of-way or dedicated easement must be inspected and approved by HBPW. Installation of water leads shall be done in accordance with HBPW specifications.
10. Water lines from the house to the 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 of Service Connection, Thawing of Services

It is the intent of the 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, the HBPW shall provide a thawing service 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.
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. The additional water used will be deducted from the customer's utility bill.
5. If the freezing occurs after HBPW has lowered the water service from the main to the curb stop, the customer will 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 as a result of freezing and/or thawing must be repaired at the customer's expense.

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.

A leaking service in the right-of-way between the curb stop and the main shall be terminated and replaced by the same size service, but not less than one inch (1") diameter. HBPW will 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 old 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.

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 or "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 LCR, is responsible to install a new non-lead service line at the HBPW's expense. 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 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.

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 provision is made to prevent the use of water from such service for purposes other than fire extinguishing or maintenance of the firefighting system. Size of the service connection to the 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.

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 customer 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.

II. Private Fire Hydrants

- Private hydrants are not permitted without HBPW and local fire department approval.
- Private hydrants must be painted all red, if installed.

- Private hydrants must be operational at all times and must 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 a HBPW issued hydrant meter and backflow preventer are used.
- All water drawn from a private 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 current fee schedule.
- Construction of Private Fire Hydrants and Main to follow current HBPW design and construction standards for potable water main construction.

III. Remote Fire Department Connections

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

Installation requirements with a ball drip valve downstream of a double check valve assembly:

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

19. 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 suitably pipe, valve and protect all booster pumps such that the 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 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.

20. Cross-Connection Control

Any user of water from the Holland BPW water supply 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 supply 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 person 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 Holland water supply from such 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 supply 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.

21. Schedule of Fee & Charges

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

- Residential Water Rate

- Residential Water & Sanitary Sewer Charges & Assessments
- Business Water Rate
- Business Water & Sanitary Sewer Charges & Assessments

Approved by Holland BPW's Board of Directors November 6, 2023.
Approved by Holland City Council November 16, 2023.