



Electric Terms of Service

Rate Book

Holland Board of Public Works (HBPW)

Updated June 2019



**Holland Board of Public Works
Electric Rate Book General Terms & Conditions**

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1.0 Electric Service Franchise Area

Please use the link below to view a map of the HBPW electric service territory:
www.hollandbpw.com/about-us/electric

2.0 Definitions

ACCESSIBLE – Capable of being reached; within reach to HBPW staff.

AMPERE – Unit of electrical current.

ANNUAL REVENUE – Income received from a customer or a group of customers for a twelve (12) month period, less sales tax.

BORING – To pierce the ground with a turning or twisting movement of a tool to make a hole for pipes, cables etc.

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

DEMAND – The maximum amount of electrical energy that is being consumed at a given time. It is measured in both kilowatts and kilovolt amperes.

DISTRIBUTION LINE – That portion of HBPW's system which delivers electric power from transformation points on the transmission or bulk power system to the customer.

DWELLING UNIT – A dwelling unit shall be considered as a single room, suite or groups of rooms or suites with accommodations to sleep, eat, and have a bathroom.

ELECTRIC POWER – A term used in the electric power industry to mean inclusively power and energy, expressed in kilowatts and kilowatt-hours.

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 kilowatthours.

FACILITIES – A general term which includes devices, associated structures and the like,



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used as a part of or in connection with an electric installation.

HERTZ – (Hz) – Cycle per second.

HBPW - When used in these Rules and Regulations, HBPW is used as an abbreviation for Holland Board of Public Works.

HORSEPOWER (hp) – Unit of mechanical power equivalent to 746 watts of electrical power.

KILO (k) – Prefix meaning one thousand.

KILOVOLTAMPERE (kVA) – Unit of apparent electrical power which at 100% power factor is equivalent to one kilowatt.

KILOWATT (kW) – Unit of electrical power representing rate of usage of energy, equivalent to about 1/3 Horsepower.

KILOWATT-HOUR (kWh) – Unit of electrical energy equivalent to the use of one kilowatt for one hour.

LOAD – The amount of power or kilovoltamperes delivered at a given point.

LOAD FACTOR – The average power divided by the peak power over a period of time.

MAIN LINE TRENCH – A trench in which primary voltage distribution lines are installed.

MULTI-DWELLING STRUCTURE – A building containing 5 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.

POWER FACTOR (P.F.) – Ratio of real power flowing to the load (watts) to apparent power in the circuit (volt-amps), expressed in a percentage (%).

PREMISES – A building and its grounds.

PRIMARY VOLTAGE – Nominal Voltage of 7,200 volts or 12,470 volts.

QUALIFIED FACILITY (QF) – A cogeneration or small power production facility that



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meets certain ownership, operating, and efficiency criteria established pursuant to the Public Utility Regulatory Policies Act.

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

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

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.

SERVICE ENTRANCE CONDUCTORS – The customer-owned conductors between the customer’s main disconnecting device and the termination of HBPW’s service conductors.

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

TENANT – Person(s) named responsible for the one or more utilities under an executed lease or similar document.

TRENCH – A cut in the ground in which cables, pipes, etc. are installed.

VOLT – Unit of electrical force.



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3.0 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 the terms and conditions of this rate book and HBPW rate schedules.

3.1 New Service Requirements

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

Residential Service

1. Full Name
2. Service Address via a mortgage/property tax statement or executed lease
3. Mailing Address if different from Service Address
4. Telephone Number
5. Email Address
6. Social Security Number
7. State or Governmental issued Identification (i.e. Drivers License, Military ID, Passport)

Business Service

1. Legal Business Name and Tax ID Number (as registered in Michigan)
2. Type of Business
3. Tax Status (Taxable, Tax Exempt or partial Tax Exempt, documentation will be required)
4. Telephone Number
5. Email Address
6. Contact Name(s)
7. Owner or Business Agent Name
8. 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 8.6 Account Security Deposits.



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3.2 Social Security Number Privacy Policy

In accordance with the Michigan Social Security Number Privacy Act, Act 454 of 2004 codified at MCL 445.81 *et seq.* (the “Act”), HBPW will not do any of the following:

- Publicly display all or more than four sequential digits of a social security number. The term “publicly display” is broadly defined to mean exhibit, hold up, post, or make visible or set out for open view on a computer device, computer network, website, or other electronic medium or device.
- Use all or more than four sequential digits of a social security number as the primary account number for an individual.
- Print all or more than four sequential digits of a social security number on any identification badge or card, membership card, permit, or license.
- Require an individual to use or transmit all or more than four sequential digits of a social security number over the internet or a computer system or network unless the connection is secure or the transmission is encrypted.
- Require an individual to use or transmit all or more than four sequential digits of a social security number to gain access to an internet website or a computer system or network unless the connection is secure, the transmission is encrypted, or a password or other unique personal identification number or other authentication device is also required to gain access to the internet website or computer system or network.
- Include all or more than four sequential digits of a social security number in or on any document or information mailed or otherwise sent to an individual if it is visible on or, without manipulation, from outside of the envelope or packaging.
- Subject to certain statutory exceptions, include all or more than four sequential digits of a social security number in any document or information mailed to a person, unless any of the following apply:
 - State or federal law, rule, regulation, or court order or rule authorizes, permits, or requires that a social security number appear in the document.
 - The document is sent as part of an application or enrollment process initiated by the individual.
 - The document is sent to establish, confirm the status of, service, amend, or terminate an account, contract, policy, or employee or health insurance benefit or to confirm the accuracy of a social security number of an individual who has an account, contract, policy, or employee or health insurance benefit.

Notwithstanding the foregoing provisions, HBPW reserves to itself any rights, privileges, exceptions, etc. that may apply pursuant to the Act or other applicable law, including, but not limited to, making use of all or more than four sequential digits of a social security



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number that is authorized or required by state or federal statute, rule, or regulation, by court order or rule, or pursuant to legal discovery or process, or, making an administrative use of all or more than four sequential digits of a Social Security Number in the ordinary course of business to:

- Verify an individual's identity, identify an individual, or do another similar administrative purpose related to an account, transaction, product, service, or employment or proposed account, transaction, product, service, or employment.
- Investigate an individual's claim, credit, criminal, or driving history.
- Detect, prevent, or deter identity theft or another crime.
- Lawfully pursue or enforce its legal rights, including, but not limited to, an audit, collection, investigation, or transfer of a tax, employee benefit, debt, claim, receivable, or account or an interest in a receivable or account.

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 number 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. These methods include, but are not limited to, deletion from HBPW's computer systems and networks, partial redaction of information, and shredding or placement in a secure disposal removal system. HBPW prohibits the unauthorized removal of social security numbers, in any medium, from HBPW's business premises.



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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 customer service manager.

3.3 E-Services Privacy Policy

This Privacy Policy governs how HBPW ("we", "our" or "us"), uses Personal Information obtained from Customers who use our products and services, including our mobile software applications that are used in connection with our products (collectively, our "Service"). Furthermore, this Privacy Policy explains what Personal Information we receive and collect and how we use, process, retain, and transfer such Personal Information.

HBPW is fully committed to using its best efforts to maintain privacy protection and management of any Personal Information that is shared with us as a result of using our Service. As used in this Privacy Policy, "Personal Information" means any information that may be used, either alone or in combination with other information, to personally identify an individual, including, but not limited to, a first and last name, a phone number, an email address, and other contact information.

1. *End User License Agreements.* This Privacy Policy forms part of the Terms of Use Agreement or other licensing agreement that we enter into with our Customers. Capitalized terms not defined herein shall have the meaning ascribed to them in the Service Agreement.

2. *Modification and Changes in Policy.* HBPW reserves the right, at our discretion, to change the terms of this Privacy Policy at any time. Such change will be effective ten (10) days following the earlier of: (1) our posting of the revised Privacy Policy on our website at www.hollandbpw.com (the "Site") or (2) an email notification to our Customers.

3. *Collection and Receipt of Personal Information.* We may receive and/or collect Personal Information in the following ways:

3.1 Customer Account Set-Up and Account Use: HBPW may collect certain Personal Information that a Customer chooses to provide as part of setting up and maintaining a Customer account to use the Service. This Personal Information may include a user ID, name, email address, phone number, address and other Personal Information that the Customer chooses to make available in connection with use of the Service. In order to access and use the Service, a separate user name and password will be created for individual Customers.



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3.2 Location Based Services: Some of HBPW's Service products (individually "Location Based Service") are dependent on data related to the geographic location of the mobile device on which the Service is being used ("Location Data"). We use various technologies to determine location, such as global position system (GPS) signals, Wi-Fi access points, and cell tower ids. If you choose to use these Location Based Services, you agree that we may receive Location Data. If you don't want us to receive your Location Data, you may re-configure the settings on your mobile device to turn off location-sharing features. However, please be aware that turning off device location-sharing features may result in the inability to use our Location Based Service and your use of the Service may be negatively impacted.

3.3 Log Files: Our Service may make use of log files. The information inside the log files may include internet protocol (IP) addresses, application times taken to process Service user requests, Service user action details along with input parameters for debugging, Device IDs, public telephone numbers (PTNs), browser types, date/time stamps, referring/exit pages, clicked pages and any other information that a browser may send to us.

3.4 Cookies: The Service may utilize session "cookies" for authentication validation purposes. A "cookie" is a small text file that may be used, for example, to authenticate access to the Service. Most browsers allow you to control cookies, including whether or not to accept them and how to remove them. You may set most browsers to notify you if you receive a cookie, or you may choose to block cookies with your browser. Please be aware that if you choose to block a cookie, your login attempt to the Service may be unsuccessful.

4. *The Way We Use Personal Information.*

4.1. Customer Information: We only use the Personal Information of a Customer to: (1) contact the Customer, (2) provide our Service to the Client, and (3) to identify and authenticate the Customer's access to our Service.

4.2. Affiliates: We may transfer Personal Information to the subsidiaries and affiliated companies (each an "Affiliate") that are within the HBPW group of companies, but only for the purpose of providing our Service. . Our Affiliates are required to process any such Personal Information in compliance with this Privacy Policy. Notwithstanding the foregoing, we will comply with applicable laws regarding Personal Information transfers as well as any transfer restriction that is specified in a specific Service Agreement between HBPW and a Customer.

4.3. Partners and Third Party Providers: We may transfer Personal Information to our third party service providers and partners, but only for purposes of carrying out our business operations and to enable us to provide our Service. Notwithstanding the foregoing, HBPW will comply with applicable law regarding Personal Information transfers as well as any transfer restriction that is specified in a specific Service Agreement between HBPW and a Customer. We use commercially



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reasonable efforts to only engage or interact with third party service providers and partners that also institute a privacy policy governing their use and processing of Personal Information.

4.4. Retention of Personal Information: We reserve the right to retain any Personal Information and other Service-related data in order to: (1) fulfill the purposes that are described in this Section 4 of this Privacy Policy, and (2) to comply with applicable law.

4.5. Other Disclosures: We may disclose your Personal Information or any information that is submitted to us via the Service if we have a good faith belief that disclosure of such information is helpful or reasonably necessary to: (i) comply with any applicable law, regulation, legal process or governmental request; (ii) enforce our End User License Agreement, including investigations of potential violations thereof; (iii) detect, prevent, or otherwise address fraud or security issues; or (iv) protect against harm to the rights, property or safety of HBPW, our users, or the public.

5. *Anonymous Information*. Anonymous Information means any information which does not enable identification of an individual user, such as aggregated information, about use of the Service. We may use Anonymous Information or disclose it to third party service providers, to provide, improve and develop our Service, including analyzing trends and gathering demographic information.

6. *Push notifications*. If you access the Service via your mobile device, you may receive push notifications from HBPW. If you no longer wish to receive push notifications, you can disable them by re-configuring the settings on your mobile device to turn off push notifications for a specific mobile application. However, please be aware that if you choose to turn off push notifications, your use of the Service may be negatively impacted.

7. *Opting-Out of Promotional Emails*. You may choose not to receive future promotional or advertising emails from us by selecting an unsubscribe link at the bottom of each email that you receive from us. Please note that even if you opt out of receiving the foregoing emails, we may still send you a response to any "Contact Us" request as well as administrative, maintenance and operational emails (for example, in connection with a password reset request) that are necessary to facilitate use of the Service.

8. *Customer Choice*. Each of our Service users may choose whether or not to provide or disclose Personal Information in connection with its use of the Service. If a Service user chooses not to provide the Personal Information we request, it may still visit and use parts of the Service, but may be unable to access or use certain features, options, programs, and services that involve our interaction.



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9. Access and Accuracy - Customers. To the extent that we are provided with Personal Information, we wish to maintain accurate Personal Information. Our Customers may log into their Service account and use the Service tools to access or correct a material inaccuracy in certain Personal Information that we may be storing. If a Customer would like to access, delete or correct any other Personal Information that we may be storing, the Customer may submit an access request by sending an email to customerservice@hollandbpw.com. The email should include adequate details of the request.

10. Links to Other Sites and Third Party Advertisements. Third party advertisements may appear on some pages of the Service, for example on the Service account log-in page. Such third party advertisements, and other parts of the Service (for example, the Service account log-in page) may also contain links to third party websites and services that are not owned or controlled by HBPW. We are not responsible for the privacy practices or the content of third party websites, services and advertisements, and you visit them at your own risk.

11. Enforcement/Verification. HBPW uses the self-assessment approach to verify our compliance with this Privacy Policy. To do so, we conduct periodic compliance audits of our privacy practices. If we become aware that any of our employees or third party service providers are using or disclosing Personal Information in a manner that violates this Privacy Policy, we will take reasonable steps to prevent or stop the use or disclosure.

12. Dispute Resolution. Please feel free to direct any questions or concerns you may have regarding the use or disclosure of Personal Information to HBPW's Customer Service Department at customerservice@hollandbpw.com. HBPW will investigate and attempt to resolve complaints and disputes regarding use and disclosure of Personal Information in accordance with the principles contained in this Privacy Policy.

13. Security. The security of Personal Information is important to us. We follow generally accepted industry standards to protect the Personal Information submitted to us, both during transmission and once we receive it. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we strive to use commercially acceptable means to protect Personal Information, we cannot guarantee its absolute security.

14. Privacy for Children. HBPW's Service is not designed to be directed towards children under the age of 18. As such, we do not intend to knowingly collect Personal Information from any person who is under 18 years of age.



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15. How We Respond to Do Not Track Signals. HBPW does not track Service users over time and across third party websites to provide targeted advertising. Accordingly, we do not currently respond or take any action with respect to web browser "do not track" signals or other mechanisms that provide consumers the ability to exercise choice regarding the collection of personal information about an individual consumer's online activities over time and across third-party web sites or online services.

16. Contacting HBPW. Any comments, concerns, complaints, or questions regarding our Privacy Policy may be addressed to Customer Service at customerservice@hollandbpw.com

3.3.1 E-Services Terms and Conditions

Your access and use of MyHBPW (the "Application") is subject to your compliance with the following terms of use (the "Agreement") and all applicable laws. If you do not want to agree to these terms and conditions, you must not access or use this Application. By accessing and downloading the Application, you accept, without limitation or qualification, that these terms and conditions may be revised at any time. Your continued use of the Application following the posting of any such revisions means that you accept and agree to the revisions. Your use of the Application is at your own risk.

In accessing and using the Application, users may provide personal information to Holland Board of Public Works, also known and referred to herein as HBPW (including names, addresses, email addresses and phone numbers). Any and all personal information transmitted by the Application is subject to our Privacy Policy, which can be found by clicking on the "Privacy Policy" link.

By using this Application, you consent to all actions taken by HBPW with respect to your information in compliance with the Privacy Policy.

This Application and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by HBPW, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

Any links to third party websites contained in the Application are intended for informational purposes only. HBPW has no control over such third-party websites, makes no representations about such websites, does not endorse such websites and assumes no responsibility for any content or materials on or available from such websites.



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HBPW expressly disclaims all warranties of any kind, whether express or implied, in connection with the content and services provided on or through the Application, including but not limited to warranties of merchant ability, non-infringement and fitness for any particular purpose. The information posted on this Application and in emails generated from this Application is given as of the date hereof. While HBPW strives to keep the information on the Application accurate, complete, and up to date, HBPW makes no warranty as to the accuracy of this information or otherwise, and assumes no obligation to update or supplement this information to reflect any facts or circumstances which may hereafter come to its attention or any changes in laws which may hereafter occur. HBPW makes no warranty that the quality of the information or materials obtained by you through this Application will meet your expectations. Any information obtained through the use of the Application is done at your own risk, and you agree that you will be solely responsible for any damage to your computer system or loss of data that results from the download or receipt of any such material.

HBPW, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns shall not be liable for any direct, indirect, special, incidental, reliance, consequential, or exemplary damages, including, but not limited to: loss of profits or data, loss of or damage to property, claims of third parties or any other damages whatsoever, whether arising as in contract, negligence or tort action, arising out of or in connection with this Agreement, your use of, or inability to use, the Application, or any websites linked to it, or any services or items obtained through this Application or such other websites.

You agree to defend, indemnify and hold harmless HBPW, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of this Agreement or your use of the Application.

You agree that all disputes between you and the HBPW (whether or not such dispute involves a third party) with regard to your relationship with the HBPW under this agreement, including without limitation disputes related to this user agreement, your use of the services, and/or rights of privacy and/or publicity, will be resolved by binding individual arbitration under the American Arbitration Association's Rules for Arbitration of consumer related disputes that you and the HBPW hereby expressly waive trial by jury, discovery, and rights to appeal in arbitration are generally more limited than in a lawsuit, and other rights that you and the HBPW would have in court may not be available in arbitration. As an alternative, you may bring your claim in "small claims" court for Ottawa County, if permitted by that small claim court's rules and if within such court's jurisdiction,



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unless such action is transferred, removed, or appealed to a different court. You may bring claims only on your own behalf. Neither you nor the HBPW will participate in a class action or class-wide arbitration for any claims covered by this agreement to arbitrate. You are giving up your right to participate as a class representative or class member on any class claim you may have against us, including any right to class arbitration or any consolidation of individual arbitrations.

This Agreement may be revised at any time and you agree to be bound by the revised Agreement. Any such modifications will become effective on the date they are first posted to this Application. It is your responsibility to return to this Agreement from time to time to review the most current terms and conditions. The HBPW does not and will not assume any obligation to notify you of changes to this Agreement.

You agree to be bound by any affirmation, assent, or agreement you transmit through this Application, including but not limited to any consent you give to receive communications from the HBPW or its agents solely through electronic transmission. You agree that when you click on an “I agree,” “I consent,” or other similarly worded “button” or entry field with your mouse, keystroke, or other computer device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

This Agreement and the Privacy Policy constitute the entire agreement between you and Holland Board of Public Works with respect to your use of the Application and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and the HBPW with respect to this Application. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The failure of Holland Board of Public Works to exercise or enforce any right or provision of the terms and conditions of this Agreement shall not constitute a waiver of such right or provision. The HBPW does not waive any right at law, equity, or statute relating to non-payment for its utility services. If any provision of this Agreement is found to be invalid by a court of competent jurisdiction, the parties agree all other provisions of this Agreement shall remain in full force and effect. You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this Application or this Agreement must be filed within one (1) year after such claim or cause of action arose, otherwise, such claim or cause of action is permanently barred.

Any questions regarding this Agreement should be directed to customerservice@hollandbpw.com.



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3.4 *Rate Revision*

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

3.5 *Customer Classifications*

A customer shall be classified as:

1. Residential – 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.
2. Commercial – A classification used for businesses not involved with the direct manufacture of durable goods. It is also used for multiple family structures with three (3) or more units.
3. Industrial – A classification used for businesses directly involved with the manufacture of durable goods.

3.6 *Michigan Sales Tax*

Bills for utility service 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.



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4.0 Service Conditions

4.1 Description of Service

4.1.1 Available Voltages

1. Single phase 120/240 volt or 120/208 volt three wire service is available.
2. Three phase, four wire 120/208 volt or 277/480 volt may be made available for commercial and industrial services.
3. Primary voltage service is available at 7,200/12,470 volt, three phase, four wire, is available. All equipment necessary for the protection of the customers 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 delivery 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 service to a customer's premises. In cases where the HBPW permits an additional service, the customer shall pay the additional costs 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 are more than one established voltage in the area, the HBPW shall determine which voltage will be furnished and any applicable costs.

4.2 Continuity of Service

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

1. May interrupt or suspend service at any time, either with or without notice, for inspection, repair, maintenance, alteration, or change on the customer's premises or elsewhere; and
2. Shall have no duty, obligation, responsibility, or obligation for or by reason of any such interruption or suspension of service, or for any damage or loss resulting therefrom.

(Ord. No. 1537, 7-1-09)



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4.3 *Contracts for Service*

All contracts for electric service shall be subject to all rules and regulations heretofore or hereafter adopted or promulgated by the City of Holland, acting by and through its Holland Board of Public Works ("HBPW"), and all applicable ordinances (or provisions thereof) which may be now or hereafter in force.

(Ord. No. 1537, 7-1-09)

4.4 *Access to Premises*

Employees of HBPW shall have the right to enter upon the premises of any electric customer at any time during normal business hours for the purpose of meter examination, testing, changing and/or moving any electrical equipment, meters, apparatus, and/or wiring, making a connected load count, or measuring the customer's maximum electric demand.

(Ord. No. 1537, 7-1-09)

4.5 *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 the city 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 metering devices.

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 metering 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,



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by the directors of Holland Board of Public Works 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.

(Ord. No. 1537, 7-1-09)

4.6 Trimming of Trees and Obstructions

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.

(Ord. No. 1537, 7-1-09)



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5.0 Use of Service

5.1 General

Electricity is 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.

(Ord. No. 1537, 7-1-09)

5.2 Customer Equipment

5.2.1 General

The customer is responsible for ensuring that their wiring and equipment meet all requirements of the National Electric Code. HBPW may deny or terminate service to any customer whose wiring or equipment constitute a hazard to 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.

5.2.2 Equipment on Poles

It is the intent of Holland Board of Public Works 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



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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.

Customer 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. Customer 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 National Electric Code.

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

5.3 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, 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 timeframe, 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. 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.

5.4 Tampering with a Metering Device

An electric customer of HBPW shall not tamper with any HBPW equipment; install or have installed any wiring, connection, apparatus, or other device which prevents the electric meter or metering system from registering or recording properly all energy used; or to be used; or which enables such customer to obtain or use any electric energy without



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the same having been registered properly by any electric meter or metering device of HBPW. This section shall supplement and not be in lieu of any provision of state law, including but not limited to MCL 750.282. A violation of this section shall constitute a class 2 municipal civil infraction under Section 9-15 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.

(Ord. No. 1537, 7-1-09, Ord. No. 1626, 6-04-14)

5.5 Theft

1. HBPW will investigate cases of suspected theft and fraud.
2. All cases, where there is sufficient evidence, will be turned over to the Holland Police Department, Allegan County Sheriff's Office, Ottawa County Sheriff's Office and/or the city attorney.
3. HBPW will attempt to recover all charges that were intentionally avoided or not paid plus all monthly-accrued late fees. In addition, a 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.
4. 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.
5. There is no limitation on the time period for which past charges will be assessed.
6. Other actions, civil or criminal, will be decided by the General Manager of the HBPW and/or city attorney, as appropriate.

5.6 Discontinuation of Service

Any requests for a discontinuation of service will be made through the HBPW Customer Service Department. Discontinuation of service is subject to applicable fees and charges.



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5.7 Shut-Off Policy¹

This policy applies to all customers of HBPW who receive electric services; however, noted provisions apply solely to residential customers. It is the policy of HBPW to conform to all requirements of MCL 460.9c – MCL 460.9s (the “Act”) with regard to residential electric utility shutoffs.

HBPW shall adhere to the following policy:

5.7.1 General Requirements

Proper Shut-Off

Subject to the other requirements of this policy, 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 years.
2. The customer has failed to provide a deposit or guarantee as required by HBPW.
3. The customer has engaged in unauthorized use of HBPW’s service.
4. The customer has failed to comply with the terms and conditions of a payment plan entered into with HBPW in accordance with HBPW's rules.
5. 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.
6. 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.
7. The customer has violated any rules of the provider so as to adversely affect the safety of the customer or other persons or the integrity of HBPW's system.
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 three 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

¹ By resolution of the Council of the City of Holland approving this Electric Ratebook General Terms and Conditions, the Council of the City of Holland hereby resolves to amend their Electric Shut-Off Policy to conform with the Shut-Off Policy contained in section 5.8 herein.



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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.

Improper Shut-Off

HBPW may not shut off service to a customer for any of the following:

1. The customer has not paid for concurrent service received at a separate metering point, residence, or location.
2. The residential customer account is delinquent for nonpayment during the winter protection season between November 1st and April 15th.
3. 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.

Notice

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.

Permissible Shut-Off

HBPW may shut off service to a customer on the date specified in the notice of shutoff 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 7 a.m. and 4 p.m.

Shut off When Restoration Services 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.



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Contact to Customer

1. Generally. For involuntary shut off, at least one day before the shut off of service, HBPW shall make no fewer than one attempt, in addition to the notice of shutoff, to contact the customer by one or more of the following methods:
 - a. 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;
 - b. First-class mail;
 - c. A personal visit to the customer;
 - d. A written notice left at or on the customer's door; or
 - e. 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 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.
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 shutoff of service is imminent and of the steps necessary to avoid shutoff.

Restoration

1. 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.
2. 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.

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.



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5.7.2 Critical Care and Medical Emergency for Residential Customers

Definitions

1. Critical Care Customers are customers who require, or have 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 certify that an interruption of service would be immediately life-threatening.
2. Medical Emergency is 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.

Postponement

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.

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.

Other Protections

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

5.7.3 Active Duty Customer

Definitions

1. Active Duty Customers are residential households where:



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- a. 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
- b. Assistance is needed by the residential household to maintain electric service, and
- c. The residential household has notified the provider of the need for assistance and has proven verification of the call to active duty status.

Shut-Off Prohibited

HBPW shall not shut off electric 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.

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.

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 electrical services received during his or her time of service.

Payment Plan

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

1. Establish a repayment 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.



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5.7.4 Service Shutoff Resulting in Death or Serious Injury

Notification

HBPW shall notify the Michigan Public Service Commission of any shut off of 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.

5.7.5 Complaint Resolution Process

Complaint

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

Department Review

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

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 immediately 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 immediately notify the customer by first class mail of decision.



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5.7.6 Miscellaneous Provisions

Other Remedies

The implementation of this policy 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.

Forms

HBPW may develop any forms or documents needed to implement this policy so long as the developed forms or documents are consistent with the requirements of the policy.

5.8 Termination of Service

HBPW, upon approval of the Holland City Council, may adopt a termination of electric service policy establishing the terms and conditions under which electric service to any customer may be suspended, discontinued, or terminated. In the event a termination of service requirement is adopted by state law which is applicable to HBPW, HBPW shall not adopt a policy which is less restrictive than applicable statutory provisions.

(Ord. No. 1537, 7-1-09)

Termination of services are subject to applicable service charges.



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6.0 Metering

6.1 General

All energy sold to customers will be measured by meter owned and maintained by HBPW. In 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.

6.2 Installation/Ownership

The customer is responsible for installing and maintaining a metering socket(s). Approved one and two position metering sockets will be provided to the customer at no charge by HBPW. Metering sockets with three or more positions will be supplied at the customers expense.

HBPW shall maintain the transformer rated meters, sockets, potential and current transformers, and metering cabinet.

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 of an underground service connection.

6.3 Equipment Location

HBPW requires that all electric metering devices be accessible for inspection and maintenance at any time. As such, all metering equipment shall be located outdoors unless otherwise approved by HBPW. Metering equipment may not be behind debris, locked fences, gates, or obstructions. Decks, walls, vegetation, or any obstruction are not permitted within 36 inches of any metering equipment.

HBPW may require metering equipment to be relocated if the current location does not meet accessibility standards.

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



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All metering locations shall meet the clearance requirements specified in the National Electric Code.

Meter sockets, meter connection boxes, 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.

The height of a single meter panel shall not be less than three feet nor more than five and one-half feet above finished grade or floor level.

For stacked multiple meter socket panels, the lowest meter shall not be less than two feet 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, and shall be limited to a maximum four meter stack.

6.4 Multiple Occupancy Buildings

The metering equipment for multiple occupancy buildings, where several floors, apartments, stores, etc. are rented separately, shall be grouped in a common meter room, public hallway, or any other 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 metal tags or neat lettering identifying the portion of the building served. Such identification is the responsibility of the owner.

6.4.1 Separate Disconnect

Customers shall provide a separate disconnect for utility and emergency purposes for each service that isn't a self-contained metered service, in multi-occupant buildings, that are installed after January 1, 2019. The disconnect shall be accessible to emergency and utility personnel, capable of interrupting the customer load, and lockable by the utility. The disconnect and access to it shall be maintained by the property owner.

Transformer rated services without separate disconnects that are delinquent accounts shall provide a separate disconnect within 90 days of disconnection notice. Failure to do so will result in discontinuation of services until remedied.



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6.5 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 will be repaired or replaced.

6.6 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.

6.7 Primary Metering Guidelines

Customers served with primary voltages may choose to own and maintain their transformer. The following guidelines will apply:

6.7.1 Holland Board of Public Works Responsibilities

HBPW will furnish, install and maintain the primary service and metering equipment and cabinet in accordance with the applicable rates and extension policies. "Primary Service" is defined as the utility's overhead drop or underground lateral conductors from the last pole, switchgear or other HBPW structure to the customer's property line.

HBPW shall install the primary service to the customer's transformer and make the final connection to the transformer. Primary metering may be padmounted or on riser pole (as specified by the HBPW).

6.7.2 Primary Metering Customer

The customer shall make application to HBPW for proposed primary service and obtain approval of the location, equipment, and design before starting installation of the service entrance. Customer 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.

Service entrance equipment located at the service point shall include a three-phase, gang-operated load break disconnection means and over current protection. The



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disconnect shall be located to provide a 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 cables up to the service point, as specified in the "APPLICATION FOR AN EXTENSION OF ELECTRIC LINES" contract. A two-hole NEMA standard lug shall be provided for each conductor including the neutral bus.

6.8 Transformer Purchase Procedure

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

1. In the event that an 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 to meet HBPW system needs. HBPW will then order an equivalent replacement for stock and the customer will pay for the replacement transformer including sales tax and delivery charges.
2. If a customer desires to purchase an HBPW-owned transformer that is currently in service at the customer's site, 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, but the value shall not be less than 25 percent of the price of the unit when it was purchased new. If the customer accepts the market price and documents the 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 and transformer installations must comply with HBPW primary metering policy and National Electric Code requirements. The customer is responsible for transformer size requirements and may be required to replace the transformer in order to comply with the NEC.

6.9 Totalized (Aggregate) Metering

HBPW will provide totalized metering in accordance with the following conditions:

1. The customer shall request totalized metering in writing.



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2. The existing meters must service a single entity and/or business AND be located on a single parcel of land or contiguous parcels.
3. Only meters of the same voltage and that are billed under the same rate schedule may be totalized.
4. The sum total kWh for the totalized meters and the coincident peak demand (kW) of the totalized meters shall be used for billing .
5. The coincident peak of the totalized meters must have been a minimum of 1000 kW over the most recent twelve months. All totalized customers prior to FY 2018 are eligible to remain totalized.
6. Only primary meter installations who may be totalized must be technically feasible, and must not cause the inefficient use of HPBW equipment and labor.
7. 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 accounts/meters.



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7.0 Choice of Rates

The customer will be placed on the appropriate rate at the time service is initiated, or within an appropriate timeframe 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 shall be the sole responsibility of the customer. Business customers with a load factor less than 30% are ineligible for Rate B.

When it is applicable for a customer to select a rate, the customer may not change from that rate to another rate until at least twelve (12) months have elapsed. 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.

7.1 Residential Electric Vehicle Charging

The Residential Charging Station for Electric Vehicle rate is a required time-of-use rate available to any customer that has received a rebate from HBPW for a Level 2, 240V AC, EV charger installed at their residence. The rate shall only be applied to energy used by the Residential Electric Vehicle Charging Station and usage accounted for by an embedded meter in the Level 2 charger.

Level 2 charging is defined as one providing 208-240 volt single phase alternating current energy to an onboard charger of an electric motor vehicle that is registered and operable on public highways in the State of Michigan. Low-speed electric vehicles, including golf carts, are not eligible to take service under this rate, even if licensed to operate on public streets.

Customers shall not back-feed or transmit stored energy from the electric vehicle's battery to HBPW's distribution system.

For purposes of this rate, the provision of electric vehicle charging service for which there is no direct per kWh charge shall not be considered resale of service.



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8.0 Responsibility for Payment of Bills

8.1 General

Each HBPW customer is responsible to pay all utility bills as rendered on or before the due date shown thereon. The customer remains responsible for payment of the bills until the customer orders service to be discontinued and HBPW has had reasonable time to secure a final meter reading. Bills are rendered on a monthly basis. Bills are sent to customers approximately fifteen (15) to twenty (20) days before the due date shown on the bill. If a bill remains unpaid HBPW shall have the right to discontinue service as defined in HBPW Residential Electric 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.

8.2 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.

8.3 Receipt of Payment

1. Full and partial payments will be applied in the following manner:
 - a. To the oldest outstanding arrears.
 - b. The electric account.
 - c. The water account.
 - d. The wastewater account.
 - e. All other Fees and Services



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8.4 Late Charges

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

8.5 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.

Specifically:

1. Errors in billing can be caused by any of the following:
 - a. An incorrect meter read whether by person or electronically.
 - b. An incorrect meter constant.
 - c. Installation of the incorrect metering equipment.
 - d. An incorrect calculation of the applicable rate.
 - e. A meter switched by the utility or a utility representative.
 - f. An incorrect application of the rate schedule.
 - g. A meter error (failure to measure or accurately record all usage).
 - h. Another similar act or omission by the utility in determining the amount of a customer's bill.
 - i. 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.
2. 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.
3. If an error in billing occurs and results in undercharging a customer, HBPW may bill the customer for up to the 12 month period immediately preceding the discovery of the error. A customer may request and be granted a repayment plan up to the number of months used to calculate the undercharge amount.



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8.6 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 electric services to the premises until it receives from the tenant, or an individual or entity acting on behalf of the tenant, a security deposit. A security deposit may be reduced or waived if customer has not less than 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 annually 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.
3. The amount of the deposit required as a condition of providing, restoring, or continuing residential, commercial or industrial service due to shutoff 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.



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- 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.
- 4. 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.
- 5. 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.
- 6. Deposits shall be refunded, upon request, to the tenant, or to the individual or entity that paid the deposit on behalf of the tenant upon a customer's completion of twelve (12) consecutive months of good credit history or upon the termination of utility service with the account in good standing.

8.7 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 electric services as authorized by the Revenue Bond Act of 1933, as amended, a lien upon the premises to which such electric services were supplied. Such liens shall become effective immediately upon the distribution or supplying of such electric service or services to such premises. The term "charges for electric 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.

(Ord. No. 800; Ord. No. 1284, 9-20-00)

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 to the Holland City Council at the first meeting thereof in the month of July. The Holland City 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 electric charges which have remained unpaid for a period of three (3) months or more prior to June 30, which have not been paid by October 1, shall be assessed upon the city's tax roll against the premises to which the electric services



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were supplied or furnished and that such charges shall be collected in the same manner as the city taxes on such tax roll.

(Ord. No. 800; Ord. No. 1284, 9-20-00)

Enforcement

All such electric charges which remain unpaid on October 1 shall be transferred to the city's tax roll and assessed against the premises to which the electric service was supplied or furnished. This assessment shall be collected with, and in the same manner as, city taxes. 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 such 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.

(Ord. No. 800; Ord. No. 1284, 9-20-00)

8.8 Protection of Landlord, Notice of Lease and Security Deposit

If the owner of a premises which receives electric services provided by the HBPW shall lease such premises to a tenant who is responsible under the lease for the payment of the charges for electric services, and such property owner notifies 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 charges for electric services provided to such leased premises shall not become a lien against the premises after the date such notice is received by HBPW.

Immediately after the filing of such notice, 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 electric charges.

Deposits shall be refunded to the tenant, or to the individual or entity that paid the deposit on behalf of the tenant upon a customer's completion of 12 consecutive months of good credit history or upon the termination of utility service with the account in good standing.

(Ord. No. 800; Ord. No. 1160, 3-6-96; Ord. No. 1284, 9-20-00, Ord. No.1627, 6-04-14)

Please refer to respective Township Ordinances



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9.0 Distribution System Extensions

9.1 General

HBPW will install electrical service connection from its electrical distribution lines to a point of common coupling on the customer's premises.

9.2 Overhead Extensions

Permanent overhead service will be installed in areas where overhead lines are not considered aesthetically detrimental.

9.2.1 Residential

HBPW will install, own, and maintain all electric lines and equipment up to the weatherhead of the building.

The customer will install, own, and maintain the secondary service from the weatherhead through the electric meter and all internal residential wiring.

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

Fees: Where the anticipated present value of net revenues over the first four (4) years are less than required by the cost of the project, the applicant shall make a non-refundable contribution in aid of construction equal to the difference between the installation costs and allowable extension costs to be paid prior to construction. HBPW may elect to review the actual installation costs and the customer's utility account at the end of four years and make adjustments as necessary.

9.2.2 Commercial and Industrial

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.



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

Fees: Where the anticipated present value of net revenues over the first four years are less than required by the cost of the project, the applicant shall make a non-refundable contribution in aid of construction equal to the difference between the installation costs and allowable extension costs to be paid prior to construction. HBPW may elect to review the actual installation costs and the customer's utility account at the end of four years and make adjustments as necessary.

9.3 *Underground Extensions*

Underground electric service shall be required in the following designated Underground Utility Districts:

District 1 – Residential Subdivisions

All new residential subdivisions in the service area.

District 2 – City

The area south of 40th Street from the west city limits (approximately Graafschap Road) to the east city limits (approximately Waverly Road).

District 3 – City

The area east of US-31 between East 16th Street and East 32nd Street.

District 4 – City

The area between East 32nd and East 40th Street (north and south boundaries) and east of Waverly Road.

District 5 – Holland Township

All developments along 136th avenue north of Jack Street.

District 6 – Holland Township

The area between 132nd Avenue and US-31 (west and east boundaries) and between Quincy Street and Riley Street (north and south boundaries).

District 7 – Holland Township

The area between US-31 and 120th Avenue (west and east boundaries) and between James Street and Felch Street (south and north boundaries).



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9.3.1 Residential

HBPW will install, own, and maintain all electric lines and equipment up to and including the pedestals. This equipment shall include, but be limited to, the primary distribution cable, transformers, transformer pads, secondary cables to the pedestals, and the pedestals. HBPW will locate underground lines in dedicated right-of-ways or acceptable easements. Transformers shall be located on right-of-ways or on easements on customer's property.

The customer will install, own, and maintain the secondary service from the 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. They will also provide specifications on all electric loads, site plans, grading, and any other underground lines.

Fees: Where the anticipated present value of net revenues over the first four years are less than required by the cost of the project, the applicant shall make a non-refundable contribution in aid of construction equal to the difference between the installation costs and allowable extension costs to be paid prior to construction. HBPW may elect to review the actual installation costs and the customer's utility account at the end of four years and make adjustments as necessary.

9.3.2 Commercial and Industrial

HBPW will install, own, and maintain electric lines and equipment up to and including the transformer. Any HBPW owned three phase padmounted transformer shall be located within 25 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, they will install, own, and maintain all conductors and equipment from the primary metering cabinet to their facility.



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The customer will provide acceptable easements. They will also provide specifications on electric loads, site plans, grading, and any other information needed in order to properly install underground lines.

Fees: Where the anticipated present value of net revenues over the first four years are less than required by the cost of the project, the applicant shall make a non-refundable contribution in aid of construction equal to the difference between the installation costs and allowable extension costs to be paid prior to construction. HBPW may elect to review the actual installation costs and the customer's utility account at the end of four years and make adjustments as necessary.

9.4 Street Lighting

HBPW may install street lighting in areas served by its distribution system subject to the governing entity's approval, HBPW approved standards, and the HBPW rate schedule. HBPW may provide underground street lighting in areas directly served by underground distribution 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 Engineering Department. HBPW's Engineering Department 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's Engineering Department.
6. Standards and poles will be installed three (3) feet behind the back of curb or drivable surface and six feet from any curb radius or driveway. Exceptions shall be approved by HBPW's Engineering Department.

9.5 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.



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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 or poles 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.

9.6 *Trenching and Duct*

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.



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10.0 Temporary Services

HBPW will provide temporary electric service for construction purposes, shows, vendors, events, and other non re-occurring 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.

10.1 Guidelines

1. Application for temporary service must be made by the property owner or building contractor if for construction purposes. A valid address for the temporary service and the permanent billing address of the applicant must be provided.
2. The applicant will be responsible for installation and line extension fees. Energy usage will be billed to the applicant under an applicable HBPW rate.
3. All temporary installations must be inspected for code compliance prior to being energized. HBPW must receive notice of the inspection from the recognized inspection agency. Applicant will inform HBPW when the service may be disconnected.
4. Applicant will provide access, easements, specifications on electrical loads, site plans, or any additional information needed to properly install and provide temporary service.
5. HBPW must approve the service location.

10.2 Overhead Installation Specifications

1. HBPW will own and install temporary service drop conductors, not to exceed 100 feet in length, to the customer's service pole and equipment.
2. The attachment point for the service drop must not be less than 12 feet above grade. HBPW will make the final connection to the customer's temporary service.
3. The customer will install, own, and maintain the service pole and service entrance equipment. The service pole shall be of sufficient length and strength to support the tension and maintain the required clearances of service drop conductors.
4. HBPW will determine if additional bracing or guying of the service pole is required.



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10.3 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 pedestal or transformer.
2. The customer will furnish and install underground service conductors from the service to the HBPW 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 to within one (1) foot of the 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 1-800-482-7171.

10.4 Metering 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 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 socket. All 3 phases must be supplied to the meter socket for proper meter operation.
4. Meter sockets shall be furnished by HBPW. Customer is responsible for installation, wiring connections, and maintenance of 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.

10.5 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 pedestal or transformer, a temporary electric 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.



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3. Where it is necessary to install a temporary padmounted transformer to provide service, a temporary padmounted 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 installation and removal of the required temporary line extension.
5. Where a portion of a temporary line 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 HBPW "Distribution Line Extension Rules and Regulations".



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11.0 Relocation of Utility Facilities

It is the intent of HBPW to cooperate with public and private developers in relocating its electric facilities within a public right-of-way when requested by a developer. The cost for such relocation shall be borne by the developer, shared with the developer, or absorbed by HBPW as determined in the following guidelines.

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 **Distribution System Extensions** section. Any relocation that is cosmetic in nature or of a personal preference, and not required for the delivery of electricity, is solely the responsibility of the developer.
3. HBPW shall absorb the cost of relocation when requested by 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 government unit requesting the relocation if the development is for proprietary purposes as opposed to governmental purposes.
5. If the unit of government forces HBPW out of the right-of-way, the cost of the relocation shall be borne by the governmental unit.



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12.0 Use of Electric Poles and Equipment

12.1 General

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 distribution of transmission system without prior HBPW approval is expressly prohibited.

12.2 Authorized Attachments

HBPW may enter into a pole attachment agreement providing joint use of certain of its poles. The use of any pole by anyone, 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.

12.3 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 designated representative 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.



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13.0 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.

13.1 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 Chapter 14.

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

13.2 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."

13.3 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.



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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.

13.4 Standby Service

Qualifying Facilities under this section may elect to purchase any or all standby services at the rates (P1-P4) described below.

- **P1: Standby Rate** – Monthly charge applied to the subscribed nameplate capacity (kW) of QF for which HBPW provides back up service.



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- **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.

13.5 Stranded Cost

Generation systems larger than 550 kW will be subject to the HBPW Stranded Cost rate, with the exception of wind and solar generators.

- **Stranded Costs** – Monthly charge that represents the stranded costs due to a loss of return for the investment in electric production supply that HBPW made to serve the customer’s electric load when it committed to construct the Holland Energy Park in 2014. This is applicable only to facility(ies) that were full requirement customers of HBPW prior to 1/1/2014. The stranded cost is determined formulaically on an annual basis as follows:
 - $\text{Stranded Cost} = \text{LR} - (\text{MV} + \text{CV})$
 - LR is Lost Revenue for the kWh charges and kW charges that would have been collected if the generation system was not installed. The charge is determined as the nameplate kW capacity of the generation system multiplied by the kW delivery and capacity demand rates found in the rate schedule, plus the kWh charges multiplied by the projected hours that the generation system will be in operation. Unless otherwise demonstrated, the calculation will assume full time operation.
 - MV is the Market Value of the power produced from the generation system adjusted for system loss. This is determined annually by reviewing the past year’s record of energy market values.
 - CV is the Capacity value of the generation system based on its nameplate capacity. This is determined annually based on the record of capacity value over the past year’s record of energy market values.
 - The past year’s assumptions for the projected hours of operation, the MV, and the CV will be adjusted at the end of each year, and a reconciliation will be made to the actual record of the past year of actual hours of operation. MV and CV, and applied as a monthly adjustment to the next year’s stranded cost charges. The annual calculation for the following year will be made based on the previous year’s actual records of hours of



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operation, MV and CV. The stranded cost calculation will be charged for a maximum of seven years, or until HBPW obtains additional generation supply to meet the resource adequacy requirements for its customers, whichever occurs first.



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14.0 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, energy storage systems, or qualified biomass resources, but do not elect to pursue PURPA QF status (see Chapter 13).

HBPW limits the nameplate capacity of all generators under the Distributed Generation Program to one percent of the annual maximum demand on the system.

14.1 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.

14.2 Eligibility

To be eligible for HBPW's Distributed Generation Program:

1. Participant must be an HBPW electric customer on Rate A, B, K or M and have an average load factor of 30 percent or greater.
2. Customer's electric generator must be fueled by a qualified renewable energy source such as wind, solar, biomass, hydro, geothermal, energy storage systems, cogeneration, or other approved renewable sources.
3. The nameplate capacity of the renewable generator may not exceed 550 kW.
4. The renewable generator may not be sized to exceed the customer's annual electricity needs based on the previous 12 months.
5. Customer must meet approved Interconnection requirements before participating in this program.

14.3 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 will be required to enter into an Interconnection



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and Operating Agreement. In addition to submitting an application, the customer must agree to pay all HBPW costs associated with the application and interconnection.

14.4 Metering Requirements

HBPW's Distributed Generation Program requires that the customer have an electronic bi-directional billing meter. A separate generation meter is required for generation systems larger than 125 kW, but may also be required for customers with multiple generators and/or multiple service meters. The generation meter will record the output of the renewable generator. 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. All metering equipment must meet the HBPW's standard specifications and requirements. Meters and meter sockets will be furnished by HBPW. The customer is responsible for any meter installation, maintenance costs, and/or monthly fees.

14.5 Billing

Participating customers will be billed based on the total inflow purchased from HBPW according to their existing rate, minus applicable outflow credits for the power sent back to HBPW during periods of excess generation. If the value of the outflow energy generated by the renewable energy source is greater than the value of the inflow energy supplied by HBPW in a given billing period, the excess value will be forfeited. No generation credits are granted towards future billings.

Customers enrolled in HBPW's existing Net Metering Program - or those whose initial applications to join that program are 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. At this time, all customers will be transferred to the new Distributed Generation Program. Grandfathered net metering customers who chose to modify, add onto, or transfer ownership of their systems will automatically be transferred to the Distributed Generation Program at the time the modification, addition, or transfer of ownership is completed.



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14.5.1 Billing Detail

Distributed Generation Customers (applications received after July 1, 2019)			
	Category 1	Category 2	Category 3
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 (energy + delivery)		
Outflow credit	Energy portion of customer's current rate		HBPW Avoided Cost ^f

^f Avoided costs are the lower of Locational Marginal Pricing (LMP) or least internal cost of generation

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



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15.0 Schedule of Fee & Charges/Rates

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.

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
Stranded Cost
Energy Optimization Schedule
Elective Renewable Energy Program
Residential Charging Station for Electric Vehicle

15.1 Fee Schedule

<https://hollandbpw.com/images/Ratebooks/Approved-Final-Fee-Schedule-20170201.pdf>



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16.0 Revisions

(Most recent revisions are below.)

Date	Initials	Revision Description

Approved by HBPW's Board of Directors June XX, 2019
Approved by Holland City Council July XX, 2019