Electric Terms of Service

Holland Board of Public Works

Effective July 1, 2026

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General Terms of Service

1. General Definitions

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

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

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

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

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

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

2. General Provisions

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

A. Application for Service

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

Notice Regarding Unusually Large or Non-Standard Utility Use

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

B. Emergencies – Immediate Danger or Life-Safety Hazards

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

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

Immediately call 911.

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

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

C. Call Before You Dig Requirement

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

D. Obligations

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

E. Continuity of Service

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

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

(Holland City Code §9-13)

F. Resale or Sharing of Service Prohibited

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

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

G. Lawful Use of Service

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

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

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

H. Governing Law and Venue

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

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

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

I. Remedies

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

J. Forms

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

K. Severability

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

3. New Customer Account Requirements

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

A. Residential Service Account

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

B. Business Service Account

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

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

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

4. Lien and Security Deposit Requirements

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

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

B. Unpaid Utility Charges; Placement on Tax Rolls

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

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

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

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

Holland City Code §9-6 and §37-33

D. Security Deposit Requirements

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

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

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

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

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

5. Responsibility for Payment of Bill

A. General Payment Requirements

Each HBPW Customer is responsible to pay all utility bills as rendered on or before the due date shown thereon. The Customer remains responsible for payment of the bills until the Customer orders service to be discontinued and HBPW has had reasonable time to secure a final Meter Reading. Bills are rendered on a monthly basis. If a bill remains unpaid HBPW shall have the right to discontinue (Disconnect) Service as defined in the Shut-Off Policy. (City of Holland Charter §12.17).

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

B. Estimated Consumption

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

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

C. Payment Methods

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

D. Receipt of Payment

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

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

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

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

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

E. Readiness to Serve Charge

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

F. Michigan Sales Tax

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

G. Late Charges

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

H. Payment Plan

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

I. Billing Errors

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

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

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

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

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

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

6. Service Disconnection and Termination

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

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

A. Voluntary Disconnection of Service

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

B. Voluntary Suspension of Service

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

C. Voluntary Termination of Service

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

D. Involuntary Shut-Off / Termination of Service

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

I. Disconnection Notice

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

II. Shut-off for Cause

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

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

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

III. Permissible Date and Time for Shut Off

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

IV. Shut Off When Restoration Services Are Not Available

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

V. Customer Contact

1) Generally

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

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

2) Remote Shut Off

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

3) Documentation; Contact by Telephone

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

VI. Service Shutoff Resulting in Death or Serious Injury

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

E. Restoration

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

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

F. Residential Shut Off Restrictions

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

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

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

G. Commercial & Industrial Shut Off Restrictions

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

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

H. Shut-Off Complaint Resolution

I. Complaint

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

II. Initial Review

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

III. Final Review

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

I. Critical Care and Medical Emergency Residential Customers

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

I. Disconnect Postponement

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

II. Service Restoration

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

III. Other Protections

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

J. Active-Duty Customers

Active-Duty Customers are residential households where:

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

I. Active-Duty Military Members, Disconnect Prohibited

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

II. Notification

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

III. Duty Not Void

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

IV. Payment Plan

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

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

K. Senior Citizen and Low-Income Customers

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

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

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

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

II. Annual Survey, Eligible Senior Citizens

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

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

L. Charges for Shut Off and Restoration

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

7. Social Security Number Policy

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

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

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

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

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

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

8. Online Account Privacy, Terms & Conditions

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

www.hollandbpw.com/privacy

www.hollandbpw.com/myhbpw-terms

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

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

9. Theft & Tampering With Meters

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

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

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

HBPW will attempt to recover all charges that were intentionally avoided or not paid, plus all monthly-accrued late fees. In addition, a six (6) percent over prime rate recovery charge will be assessed to charges, fees and penalties. All costs relating to the investigation and remediation of theft of services will be assessed to the Account.

If the actual amount of Utility Service lost to the theft or diversion cannot be determined, the amount will be estimated using previous Account history. If neither the actual amount of Service nor an estimated amount of Service for the particular Account can be determined, the Account shall be assessed the average usage for the class of service prorated to the time the theft or diversion occurred. There is no limitation on the time period for which past charges will be assessed.

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

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

10. Property Access and Restoration

A. Access to Premises

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

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

B. Right of Way and Easement Restoration

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

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

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

Electric Terms of Service

11. Electric Service Area

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

12. Definitions

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

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

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

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

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

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

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

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

13. Service Conditions

A. Description of Service

I. Available Voltages

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

II. Customer Responsibility—Electric Meters

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

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

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

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

(Holland City Code §9-10).

III. Vegetation Management and Trimming of Trees

HBPW's Right to Trim Trees

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

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

(Holland City Code §9-14)

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

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

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

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

(Holland City Code §9-13(1)).

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

(Holland City Code §9-13(2)).

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

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

B. Customer Equipment

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

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

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

C. Customer Equipment on Poles; Prohibited

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

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

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

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

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

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

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

D. Power Quality

The Customer shall use the Service as not to cause interference, affect voltage, affect frequency, add harmonics, or cause other disturbances to the HBPW Electric System or another Customer's Service. If HBPW notifies the Customer of such a condition, HBPW can require the Customer to discontinue operation of equipment causing such condition until a correction has been made. If the Customer does not remedy the condition within HBPW requested time frame, HBPW will Discontinue service until the Customer has remedied the situation and has paid fees for investigations and reconnections.

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

14. Metering

A. General

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

B. Installation/Ownership

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

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

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

C. Meter Specifications

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

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

D. Meter Location

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

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

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

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

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

E. Meters for Multiple Occupancy Buildings

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

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

F. Separate Disconnect-Switch Requirement

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

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

G. Meter Calibration Request

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

H. Damaged Meter

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

I. Primary Metering Requirements

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

I. Holland Board of Public Works Responsibilities

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

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

II. Application Process for New Primary Metered Customer

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

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

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

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

J. Transformer Purchase Procedure

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

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

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

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

K. Totalized (Aggregate) Metering

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

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

15. Selection of Rates

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

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

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

A. Residential Electric Vehicle Charging

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

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

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

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

B. Non-Residential Electric Vehicle Charging

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

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

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

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

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

16. Electric System Extensions & Upgrades

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

A. Underground Required, Costs.

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

B. Service Upgrades

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

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

C. Service Extensions

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

I. Service Extension Fee

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

II. Development Agreement

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

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

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

III. Residential Service Extensions

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

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

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

IV. Commercial and Industrial Service Extensions

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

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

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

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

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

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

V. MISS DIG - Locating of Underground Electric Lines

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

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

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

VI. Finish Grade and Surveying Requirement

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

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

17. Temporary Services

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

A. Guidelines

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

recognized inspection agency. Customers will inform HBPW when the Temporary Service may be Terminated.
4. Applicants will provide access, easements, specifications on electrical Load, site plans, or any additional information needed to properly install and provide Temporary Service.
5. HBPW must approve the Service Location.

B. Temporary Underground Installation Specifications

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

C. Temporary Service Fees

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

18. Relocation of Utility Facilities

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

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

A. Street Lighting

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

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

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

B. Security Lighting

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

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

19. Use of Electric Poles and Equipment

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

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

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

A. Authorized Attachments

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

B. Unauthorized Use and Removal

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

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

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

20. PURPA Qualifying Facilities

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

A. Availability

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

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

B. Application and Enrollment

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

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

C. Interconnection Requirements

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

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

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

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

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

D. Standby Service

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

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

21. Distributed Generation Program

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

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

A. Description

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

B. Eligibility

To be eligible for HBPW's Distributed Generation Program:

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

C. Application and Enrollment

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

D. Bi-Directional Meter Required

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

E. Billing

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

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

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

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

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

Billing Detail

	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		
Outflow credit	Distributed Energy Value		Distributed Energy Value

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

22. Schedule of Fee & Charges/Rates

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

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

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