



Wastewater Terms of Service

Holland Board of Public Works

Effective October 1, 2025

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General Terms of Service

1. General Definitions

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

- **Eligible Low-Income Customer:** A Customer whose household income does not exceed 150% of the poverty level, as published by the United States department of health and human services, or who receives any of the following:
 - Assistance from a state emergency relief program
 - Food stamps
 - Medicaid
 See MCL 460.9r(3)(c)
- **Eligible Senior Citizen:** A customer who is 65 years of age or older and advises the utility of his or her eligibility. See MCL 460.9r(3)(c)
- **Estimated Consumption:** Consumption calculation based on prior use of the service or the operating characteristics of the building and equipment used.
- **HBPW:** When used in these Terms of Service, HBPW is an abbreviation for Holland Board of Public Works.
- **HBPW Customer Service:** The designated department of the HBPW responsible for managing customer interactions, including Account setup, billing inquiries, service requests, payment processing, complaints, disconnections, reconnections, and general information related to utility services. All required customer communications, notifications, and service requests under these Terms shall be directed to HBPW Customer Service, unless otherwise specified by HBPW or herein.
- **Heating Season:** November 1 through March 31. See MCL 460.9r(3)(d).
- **Industrial Customer:** A classification for businesses directly involved with manufacturing goods or services for sale as an organized action.
- **Landlord:** A Person who owns, leases, or otherwise controls real property and who rents or leases that property to a tenant or tenants for residential, commercial, or industrial purposes. The landlord is responsible for the property and may have certain rights and obligations regarding the provision, payment, or management of electric utility services at the premises.
- **Medical Emergency:** An existing medical condition of a Customer, or member of the Customer's household, as defined and certified by a physician or public health official on official stationary or company-provided form, that will be aggravated by lack of utility service.
- **Meter:** A device installed by HBPW to measure and record the amount of electrical energy, water, wastewater, or broadband consumed by a customer at a specific Service Location. The Meter may also record demand, voltage, power quality, flowrate, bandwidth, upload rate, download rate, and other usage data as required. It remains the property of HBPW and is used for billing, monitoring, and operational purposes.
- **Meter Reading:** Electronic or manual effort to read the amount of electric or water used by a Customer.

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

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

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

2. General Provisions

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

A. Emergencies – Immediate Danger or Life-Safety Hazards

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

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

Immediately call 911.

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

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

B. Call Before You Dig Requirement

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

C. Obligations

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

D. Continuity of Service

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

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

(Holland City Code §9-13)

E. Resale or Sharing of Service Prohibited

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

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

F. Lawful Use of Service

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

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

HBPW reserves the right to Discontinue or Terminate Service without notice, to the extent allowed by law, if there is reasonable belief that the service is being used in

violation of this provision. The HBPW may also report suspected illegal activity to the appropriate law enforcement or regulatory authorities.

G. Governing Law and Venue

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

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

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

H. Remedies

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

I. Forms

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

J. Severability

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

3. New Customer Account Requirements

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

A. Residential Service Account

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

B. Business Service Account

- Legal Business Name and Tax ID Number (as registered in Michigan)
- Type of Business
- Tax Status (Taxable, Tax Exempt or partial Tax Exempt, documentation will be required)
- Telephone Number
- Email Address
- Contact Name(s)
- Owner or Business Agent Name
- Mailing Address if different from Service Address

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

4. Lien and Security Deposit Requirements

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

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

immediately upon the distribution or supplying of such Utility Service or Services to such Premises.

B. Unpaid Utility Charges; Placement on Tax Rolls

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

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

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

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

D. Security Deposit Requirements

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

1. A Security Deposit is required for all Tenants.
2. A Security Deposit is required as a condition of obtaining a new Service.
3. A Security Deposit is required for providing or continuing Service due to a prior outstanding or delinquent Account that is not in dispute.
4. A Security Deposit is required prior to restoring or reconnecting Service if it was shut-off due to nonpayment. The Security Deposit amount required for an outstanding or delinquent account shall be the same as those established for all Tenants. HBPW may also require payment of the delinquent Account and approved charges as a condition of providing, restoring, or continuing Service if the prior Account is in the Customer's or applicant's name, is delinquent and owed to HBPW and accrued within the last six (6) years.
5. A Security Deposit is required prior to restoring or reconnecting Service due to unauthorized use, diversion, or interference. The Security Deposit amount shall be four (4) times the average monthly bill for the Premises or two times the security deposit amount for tenants, whichever is greater.

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

5. Responsibility for Payment of Bill

A. General Payment Requirements

Each HBPW Customer is responsible to pay all utility bills as rendered on or before the due date shown thereon. The Customer remains responsible for payment of the bills until the Customer orders service to be discontinued and HBPW has had reasonable

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

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

B. Estimated Consumption

Meter Readings may be estimated when conditions warrant. Until reconciled by an actual Meter Reading, bills rendered on Estimated Consumption have the same force and effect as bills rendered on actual Meter Readings. If for any reason all consumption used cannot be registered accurately, the unmetered portion shall be estimated by HBPW on the basis of prior consumption or the operating characteristics of the Customer's building, equipment, and/or other.

C. Payment Methods

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

D. Receipt of Payment

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

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

Payment assistance received from third party providers will be applied to appropriate services as designated by the provider.

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

E. Readiness to Serve Charge

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

F. Michigan Sales Tax

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

G. Late Charges

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

H. Payment Plan

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

I. Billing Errors

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

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

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

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

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

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

request and be granted a payment plan up to the number of months used to calculate the undercharged amount.

6. Service Disconnection and Termination

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

A. Voluntary Disconnection of Service

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

B. Voluntary Suspension of Service

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

C. Voluntary Termination of Service

A Customer may request voluntary Termination of Service to the Customer's Premise by providing written notice to HBPW, including the Premise address, Account information, and the requested termination date. This is typically applicable when building(s) on the Premise are scheduled for demolition or modification and Service is no longer needed. Upon approval, the HBPW will Disconnect and, if necessary, remove

its infrastructure (e.g., meters, service lines) from the Premise. The Customer must ensure safe and unobstructed access for utility personnel to perform this work. Final billing will be based on the disconnection date and applicable meter readings. Once terminated, service restoration will require a new application and may be subject to additional fees and site inspection. HBPW reserves the right to delay termination where safety or regulatory concerns exist.

D. Involuntary Shut-Off / Termination of Service

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

I. Disconnection Notice

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

II. Shut-off for Cause

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

1. The Customer has not paid a delinquent account that accrued within the last six (6) years;
2. The Customer has failed to provide a deposit or guarantee as required by these Terms of Service;
3. The Customer has violated any of the provisions set forth in these Terms of Service or any other law, rule, or regulation so as to adversely affect the safety of the Customer, HBPW Employees, any other persons, or the integrity of HBPW's system;
4. The Customer has engaged in unauthorized use of HBPW's Service;
5. The Customer has failed to comply with the terms and conditions of a payment plan entered into with HBPW in accordance with these Terms of Service;
6. The Customer has refused to arrange access at reasonable times for the purpose of inspection, Meter Reading, maintenance, or replacement of equipment that is installed upon the Premises or for the removal of a Meter;

7. The Customer misrepresented his or her identity for the purpose of obtaining HBPW Service or put Service in another person's name without the permission of the other person;
8. A person living in the Customer's residence meets both of the following:
 - a. Has a delinquent account for service with the HBPW within the past six years but remains unpaid, and
 - b. The customer lived in the person's residence when all or part of the debt was incurred. The HBPW may transfer the prorated amount of the debt to the customer's account based upon the length of time that the customer resided in the person's residence so long as the customer was not a minor at the time.

III. Permissible Date and Time for Shut Off

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

IV. Shut Off When Restoration Services Are Not Available

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

V. Customer Contact

1) Generally

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

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

2) Remote Shut Off

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

3) Documentation; Contact by Telephone

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

VI. Service Shutoff Resulting in Death or Serious Injury

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

E. Restoration

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

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

F. Residential Shut Off Restrictions

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

1. The Customer has not paid for concurrent Service received at a separate Premise or Service Location;
2. The Customer has not paid for Service at Premises not occupied by the Customer unless:
 - a. The Customer supplies a written notarized statement that the Premises is unoccupied,
 - b. The Premises is occupied and the occupant agrees, in writing, to the shut off of Service,

- c. It is not feasible to provide Service to the occupant as a Customer without a major revision of existing distribution facilities, or
 - d. It is feasible to provide Service to the occupant as a Customer without a major revision of existing distribution facilities and the occupant refuses to put the Account in their name.
3. If the temperature forecast from the National Weather Service for Holland West Michigan Regional Airport (International Civil Aviation Organization Identifier: KBIV) (www.weather.gov) after 8:00 am on the day of the Disconnect is below 30 degrees Fahrenheit; or,
4. If the temperature forecast after 8:00 am on the day of disconnection, or the following day, is 95 degrees Fahrenheit or greater, eligible Senior Citizen Customers will not be disconnected on that day.

G. Commercial & Industrial Shut Off Restrictions

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

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

H. Shut-Off Complaint Resolution

I. Complaint

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

II. Initial Review

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

III. Final Review

If the Utility Services Director or in their absence the General Manager finds that the Service was improperly shut off, HBPW shall restore service to the Customer. If the

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

I. Critical Care and Medical Emergency Residential Customers

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

I. Disconnect Postponement

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

II. Service Restoration

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

III. Other Protections

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

J. Active-Duty Customers

Active-Duty Customers are residential households where:

1. The household income is reduced because the Customer, or the spouse of the Customer, is called to full-time active military service by the President of the United States or the Governor of the State of Michigan during a time of declared national or state emergency or war, and
2. Assistance is needed by the residential household to maintain service, and

3. The residential household has notified the provider of the need for assistance and has proven verification of the call to active-duty status.

I. Active-Duty Military Members, Disconnect Prohibited

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

II. Notification

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

III. Duty Not Void

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

IV. Payment Plan

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

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

K. Senior Citizen and Low Income Customers

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

HBPW shall not shut off electric service to an Eligible Customer (Eligible Senior Citizen or Eligible Low Income Customer) during the Heating Season for nonpayment of a delinquent Account if the Eligible Customer enters into a winter protection payment plan to pay HBPW a monthly amount equal to 7 (seven) percent of the estimated annual electric bill for the Eligible Customer, or the Eligible Customer and HBPW mutually agree upon a payment plan with different terms, and the Eligible Customer

demonstrates, within 14 days of requesting shut off protection, that he or she has applied for state or federal heating assistance.

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

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

II. Annual Survey, Eligible Senior Citizens

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

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

L. Charges for Shut Off and Restoration

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

7. Social Security Number Policy

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 online Account access and related digital tools, are governed by our Privacy Policy and Terms & Conditions, which include information about data collection, usage, and cookies. The most current versions of these policies are available at:

www.hollandbpw.com/privacy

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 reseeded of turf areas for erosion control. For designated utility easements, restoration of paved surfaces is limited to those incorporated into the easement, or in existence at the time of execution of the easement.

Wastewater Terms of Service

11. Wastewater/Sanitary Sewer Service Area

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

12. Definitions

- **Backwater Valve:** A device installed on Customer piping that prevents flow from the Sanitary Sewer Main to enter the home.
- **Sanitary Sewer Main:** A pipe owned and maintained by the HBPW installed in a public right-of-way or easement that conveys Wastewater from a Customer sewer service to the Holland Reclamation Facility.
- **Sanitary Sewer Service Lateral:** The portion of pipe owned and maintained by the Customer that includes all piping from the building, including the connection between the sanitary lateral and the main.
- **Sewer Backing:** A backup of Wastewater from the sewer main or private sewer lateral into the premises owned by a Customer.
- **Storm Sewer:** A pipe that is used for conveying surface drainage or groundwater away from premises.
- **Sump Pump:** A device that pumps groundwater or rainwater from the foundation level of a premise to a storm water system for disposal.
- **Trunkage:** Payment to offset the additional infrastructure (not local to the customer location) required to service additional customers. For example, additional or improved pumps, treatment capacity, and storage are required as customers are added to the system.
- **Wastewater:** Any water discharged to and flowing through the Wastewater collection system.
- **Wastewater Collection System:** The system of Sanitary Sewer Mains, pipes, pumps, motors, fittings, tanks, and all equipment and appurtenances thereto, necessary to collect Wastewater from Customer piping.
- **Wye:** The branch fitting that connects Customer piping to the Wastewater Collection System.

13. Service Conditions

A. Description of Service

HBPW collects and treats Wastewater, meeting standards established by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) throughout its service area.

HBPW will maintain the sanitary Wastewater Collection System within the City of Holland and in portions of the Townships served by the collection system. The collection system consists of all Sanitary Sewer Mains that are available to collect Wastewater from more than one sewer Customer service line.

HBPW shall not be liable for interruptions in the service including without limitation, variations in the service characteristics, or for any loss or damage of any kind or character occasioned thereby, due to causes or conditions beyond HBPW's reasonable control.

B. Customer Responsibilities

The Customer shall, at the Customer's own expense, furnish, install and keep in good and safe condition the Sanitary Sewer Service lateral and all equipment that may be required for controlling, and discharging Wastewater.

The Service Lateral includes the service pipe from the home and the connection point with the main. The connection point includes all saddles, fittings, or sewer main Wyes used to connect the service to the main. In the event that the sewer main has been lined by HBPW, any new connection shall be made to the liner and not the original pipe. The repair of breaks or separation of the sewer main Wye from the Sanitary Sewer Main are the Customer's responsibility.

I. Protection of Customer's Equipment

The Customer shall be responsible for installing suitable safety switches, alarms, Backwater Valves, etc., on all drains which depend upon the collection system to protect against any possible interruption of flow or backup from the collection system.

II. Sewer Service Applications

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

The applicant is responsible for payment of any charges or fees incurred for connecting to the Wastewater Collection System in accordance with the applicable HBPW Fee Schedule.

All connections to a Sanitary Sewer Main are to be made by HBPW personnel. Any Customer or contractor found to have made a connection to the main without approval by HBPW and in the absence of HBPW personnel may be assessed a Tampering Fee,

restricted from future work involving HBPW utilities, and service to the Customer may be permanently discontinued.

14. Use of Service

Service is provided to the Customer for the collection and treatment of Wastewater. Service may not be shared with another, sold to another, or transmitted off the Premises without the written permission of HBPW.

A. Access

HBPW's authorized personnel or agents of HBPW shall have access to the Customer's premises at all reasonable hours to inspect and maintain Wastewater service, including without limitation:

- Install, inspect, observe, read, repair, maintain, test or remove its meters or MTUs
- Install, operate and maintain HBPW equipment
- Inspect Customer piping, Backwater Valves or Sump Pumps.

B. Termination of Service

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

1. A Request for Utility Service Termination must be completed by the Customer or the agent.
2. All services must be terminated at the main unless otherwise approved by HBPW.
3. City Customers must request a permit for building demolition, partial or full basement installation, foundation replacement or house moving from the City's Community & Neighborhood Services Department. Township Customers must request a permit from their township of residence.
4. A seven-business day advanced notice is required for scheduling HBPW water service terminations.
5. The building demolition, partial or full basement installation, foundation replacement or house moving permit will not be issued until the utility termination has been completed.

6. The applicant, owner or agent will be billed for the service based on the Fee Schedule.

C. Disconnects and Resumes

HBPW does not provide for temporary suspension of Wastewater services.

D. Shut-Off Policy

Any necessary shut-off of Wastewater service is implemented through a shut-off of water service to the property.

E. Sewer Backups

Sanitary sewer backups occur when root masses, grease build-up or other foreign objects obstruct the flow of Wastewater. Backups can also occur when Wastewater pumping is interrupted due to power failures or mechanical failures. When Sanitary Sewers Mains are blocked or normal lift station pumping fails, Wastewater may flow into the premises of a Customer. Backups can also occur in a Customer's service lateral.

HBPW regularly cleans Sanitary Sewer Mains to prevent backups in accordance with recommended standards for maintenance. The following policy outlines HBPW response to Wastewater backups.

1. Since Customers experiencing a Wastewater backup cannot determine whether the backup is caused by an obstruction in the service lateral or in the Sanitary Sewer Main, the Customer may call either a plumber or HBPW for assistance. HBPW responds as soon as possible to all sewer backup calls. If a Customer calls a plumber for a Sanitary Sewer Main backup problem, the HBPW reimburses the Customer's ordinary and reasonable expense for a plumber's service call.
2. Sanitary Sewer Mains are located in the street right-of-ways or public easements. They are available to serve multiple Customers and are constructed with manholes, which provide access for HBPW inspection and cleaning. Sanitary Sewer Main backups are determined by observing flow in the manholes. If an obstruction to flow is identified, HBPW removes the obstruction to return the Sanitary Sewer Main to normal operation.
3. Private Sanitary Sewer Service Laterals connect the building plumbing to the Sanitary Sewer Main. Customers are responsible for any blockages or obstructions in the Sanitary Sewer Service Laterals.

4. HBPW provides cleanup and disinfection of Wastewater to Customers affected by a Sanitary Sewer Main backup.
 - a. The Customer may hire a cleaning contractor of its choice to provide the cleanup and disinfection services.
 - b. The Customer may then submit a claim for reimbursement via the City of Holland claims process.
 - c. The Customer shall provide verification from its homeowner's insurance company indicating what expenses will be covered by their policy.

Damages not covered by the Customer's insurance are reviewed by the city's insurance claim adjuster for payment authorization. Compensation is not paid if the Customer misuses, alters, or conducts any other illegal or unauthorized disposal under the Sewer Use Ordinance or other ordinances of the city, including if the damage is caused or exacerbated by the illicit connection of a Sump Pump to the sanitary sewer system.

Compensation is not paid if the backup is the result of or caused by an activity on the Customer's property which interferes with service in the Sanitary Sewer Main or the residence. HBPW will strictly adhere to Public Act 170 of 1964, as amended by Public Act 222 of 2001 when reviewing claims for sewer backups.

1. Claims must be filed within 60 days after the date of damage or physical injury was discovered. The written notice must contain the Customer's name, address, telephone number, the address of the affected party, the date of discovery of any property damages or physical injury, and a brief description of the claim.
2. The Customer is responsible to prove that all of the following occurred:
 - a. HBPW was the owner or operator of the collection system that allegedly caused damage or physical injury.
 - b. The alleged damage or physical injury was the result of a collection system defect. The defect means a construction, design, maintenance, operation or repair defect.
 - c. HBPW did know or was in the exercise of reasonable diligence to have known about the defect.
 - d. HBPW failed to take reasonable steps in a reasonable amount of time to repair, correct, or remedy the alleged defect.
 - e. The alleged defect did indeed cause property damage or physical injury.
3. The Customer must provide proof of ownership of property and value of damages.

F. Use of the Wastewater Collection System

For information on unlawful disposal of wastes, prohibited discharge into storm or natural drains, required connection to the Wastewater Collection System and determination of unsanitary conditions, refer to the City of Holland Ordinance Code, Chapter 29: Sewer Usage and Administration. Similar ordinances have also been adopted by the Townships served by HBPW.

G. General Pretreatment Standards

For information on the purpose of pretreatment requirements, general discharge prohibitions, pretreatment requirements, dilution prohibition, spill prevention and slug control plans, indemnifications for additional sewer maintenance expenses and accidental discharges, refer to the City of Holland Ordinance Code, Chapter 29: Sewer Usage and Administration. Similar ordinances have also been adopted by the townships served by HBPW.

H. Wastewater Discharge Permits

For information on discharge permits and permit contents, read the City of Holland Ordinance Code, Chapter 29: Sewer Usage and Administration. Similar ordinances have also been adopted by the townships served by HBPW.

15. Metering

Water meters on public water supply and well water meters are used to measure discharges to the Wastewater system.

A. Deduct Meters

Bills for nonresidential users connected to the public water supply shall be based on actual metered flow. At a user's option and cost, and with the approval of HBPW, additional metering may be installed to meter water not discharged to the public main, i.e., irrigation, cooling water, etc. Water deduct meters may be installed after submitting an application to HBPW. The deduct meter will be provided and installed by HBPW. Deduct meters will measure the water diverted from the public main and deduct that amount from what passes through the primary Wastewater meter. Any plumbing found downstream of a deduct meter that supplies Wastewater to the Wastewater Collection System will result in immediate termination and HBPW theft investigation.

B. Wastewater Flow Meters

Upon reasonable demonstration by a non-residential Customer that the percentage of water returning to HBPW as waste is nonstandard, and where water service deduct metering is not possible to account for this deviation, the Customer may, at the Customer's expense, install an approved flowmeter on their sanitary sewer service. The Customer shall use a type of flowmeter approved by HBPW and must install and maintain it according to manufacturer's specifications to ensure the proper registration of all Wastewater being discharged to the Wastewater Collection System. HBPW shall be contacted for the latest Wastewater flow meter specification **before purchase and installation**. The installation of the flowmeter shall be inspected by the HBPW prior to use to ensure proper installation and accurate measurement. The Wastewater service bill will be calculated based upon reading the Wastewater flowmeter.

The Customer shall be responsible for all maintenance and calibration of the flowmeter device at the Customer's expense. The Customer must submit maintenance and calibration records of the flowmeter on an annual basis as evidence of proper maintenance. If records are not submitted on an annual basis, the Customer may be billed for Wastewater charges based on water meter measurement until such evidence of regular maintenance is submitted.

Flow meters are subject to replacement requirements at the owner's expense at the end of recommended service life, or 15 years after installation.

C. Well Supply Meters

HBPW will provide a water meter for Wastewater service Customers on well water supplies.

1. A proper location for each meter shall be provided by the Customer. The location shall be readily accessible and well-ventilated. Such space shall be kept free from all obstructions, fixtures, etc. within a distance of three (3) feet from the meter. A clear overhead space of at least six (6) feet shall be provided. For overall space requirements of the meter connection, check with HBPW. The location must be approved by authorized HBPW personnel. The Customer must provide a proper location for the MTU on the outside of the building, as well as access to run wiring from the meter to the MTU and must maintain easy accessibility to the MTU for purposes of reading it.
2. The Customer shall install valves at the inlet and outlet sides of the meter setting and shall maintain them in good repair. For services two (2) inches in diameter

and smaller, the valves must be Water/Oil/Gas (WOG) ball valves. For larger services the valves must be of the resilient wedge type.

3. A meter shall be provided for each water service line entering a building.
4. Where metering is not possible an un-metered connection may be allowed which is billed a flat monthly Wastewater rate per the current rates.

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

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

D. Maintenance of Meter, Meter Connections and MTUs

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

No person shall tamper with any meter or MTU or remove or break any seal placed on a meter. Evidence that such tampering has occurred will result in a meter tampering fee.

E. Meter Calibration

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

the current billing policy at the time of the test. If the meter is found to be accurate within two (2) percent, then the Customer will be charged for the meter testing and a service call.

Prior to installation, each meter and MTU purchased by HBPW from its vendors, is tested by the manufacturer and meets all tolerance requirements of HBPW.

F. Upsizing/Downsizing Meters

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

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

16. Application of Rates

A. Charges

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

B. User Responsibility for Charges

Any persons, association, or corporation who takes possession of premises where water supply has been shut off by HBPW and discharges Wastewater without proper application for service shall be responsible for all charges for Wastewater service. The amount of such charges shall be determined by HBPW either by meter reading or on the basis of calculated consumption for the time the Wastewater Collection System was used.

C. Surcharges

All commercial and industrial Customers of the Water Reclamation Facility shall pay a surcharge for the discharge of Wastewater or waste containing pollutants in excess of the thresholds as identified in the City of Holland Ordinance Code, Chapter 29: Sewer Usage and Administration.

D. Connection Fees, Assessments, and Trunkage Fees

For information, see the City of Holland Ordinance Code, Chapter 29: Sewer Usage and Administration. Similar ordinances have also been adopted by the townships served by HBPW.

E. Temporary Groundwater Discharge to the Sanitary Sewer

Groundwater discharges for the purposes of construction may be permitted by HBPW in rare instances where no alternate discharge location is available. These temporary discharges will be controlled by a permit issued by the HBPW Pollution Control Division. The permit process requires characterization of the groundwater to identify the presence and strength of pollutants. The presence and strength of pollutants may prohibit discharge to the Wastewater Collection System or require treatment prior to discharge. The discharge permit will identify the location of the discharge, anticipated duration of discharge and name and billing address of the Customer responsible for usage charges and fees, among other required information contained in the permit application. If approved, discharge volumes and rates will be limited to the collection system capabilities and specified on the permit.

17. Schedule of Fee & Charges

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

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

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

Approved by Holland City Council September 17, 2025.