



Wastewater Terms of Service

Holland Board of Public Works

Effective July 1, 2024

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General Terms of Service

1. Definitions

- **Commercial Customer:** A classification used for businesses not involved with the direct manufacture of durable goods. A classification also used for multiple family residential structures with three (3) or more units.
- **Critical Care Customer:** A Customer who requires, or has a household member who requires, home medical equipment or a life support system, and who have provided appropriate documentation to HBPW identifying the equipment or system and certifying that an interruption of service would be immediately life-threatening.
- **Customer:** A purchaser of electrical, water, wastewater, and/or broadband service supplied by the HBPW.
- **Dwelling Unit:** A single room, suite or groups of rooms or suites with accommodations to sleep, eat, and have a bathroom
- **Estimated Consumption:** Consumption calculation based on prior use of the service or the operating characteristics of the building and equipment used.
- **HBPW:** When used in these Terms of Service, HBPW is an abbreviation for Holland Board of Public Works.
- **Industrial Customer:** A classification for businesses directly involved with manufacturing goods or services for sale as an organized action.
- **Medical Emergency:** An existing medical condition of a Customer, or member of the Customer's household, as defined and certified by a physician or public health official on official stationary or company-provided form, that will be aggravated by lack of utility service.
- **Meter Reading:** Electronic or manual effort to read the amount of electric or water used by a Customer.
- **Meter Constant:** A fixed value used to convert Meter Readings into Customer energy use.
- **Multi-Dwelling Structure or Multi-Dwelling Unit (MDU):** A building containing 3 or more Dwelling Units, including but not limited to apartments, condominiums or senior housing projects.
- **Person:** Any individual, corporation, partnership, company, limited liability corporation, organization or governmental entity.
- **Premises:** A tract of land including its buildings.
- **Rate:** The charges, fees and unit prices as established by HBPW's rate-making body and the quantities to which they apply.

- **Readiness to Serve:** A monthly fixed charge that covers the expenses to maintain and service a Customer's account. This includes billing, metering and customer service. The Readiness to Serve charge also funds a portion of the capital investments in equipment, structures and meters as well as engineering and construction services.
- **Residential Customer:** A classification reserved for one and two family residential structures and other multiple family structures where each Dwelling Unit is individually metered. Residential structures must accommodate a place to sleep, eat and have a bathroom.
- **Service Location:** The point at which HBPW has agreed to provide electric, water, wastewater, and/or broadband service.
- **Tenant:** Person(s) named responsible for the one or more utilities under an executed lease or similar document.

2. General Provisions

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

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

A. Obligations

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

B. Continuity of Service

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

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

3. New Service Requirements

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

A. Residential Service

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

B. Business Service

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

A new Customer account may not be established for a service location if a delinquent Customer account holder resides at the same Premises or is listed as a Tenant on a new premise (service location) as the new Customer, unless the balance due and owing for the delinquent Customer account holder is paid in full and a deposit is collected according to Section 5F—Account Security Deposits.

4. Readiness to Serve

All active electric, water and wastewater accounts shall be billed the Readiness to Serve charge based on account type and size. Service must be completely disconnected or suspended to eliminate the Readiness to Serve charge. Disconnect/Reconnect fees may apply.

A. Discontinuation of Service

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

B. Suspension of Service

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

5. Responsibility for Payment of Bill

A. General

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

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

B. Estimated Consumption

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

C. Payment Methods

All payments are to be made in U.S. Dollars. Payments may be made in person and by mail. Acceptable online or phone methods of payment can be found at <https://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.

E. Late Charges

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

F. Billing Errors

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

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

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

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

If an error in billing occurs and results in overcharging a Customer, 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 undercharge amount.

G. Account Security Deposits

HBPW requires account security deposits from all Tenants that do not have 12 consecutive months established good credit with HBPW. HBPW shall not provide services to the Premises until it receives a security deposit from the Tenant, or an individual or entity acting on behalf of the Tenant. Except as defined for Rate K Customers in Paragraph F.3 below, a security deposit may be reduced or waived if the Customer has at least 12 consecutive months established good credit with HBPW. Additionally, HBPW may employ a third party screening tool to determine good credit for those Customers with less than 12 consecutive months credit history with HBPW. The following shall be prima facie evidence that the Tenant does not have a good credit history: the Tenant has a prior service account that is delinquent with any utility within the last six (6) years; the Tenant misrepresents his or her identity or credit standing; the Tenant, in an unauthorized manner, used, diverted or interfered with HBPW utility services within the last six (6) years; HBPW has shut off service to the Tenant for nonpayment of a delinquent account that is not in dispute; or HBPW has had more than one (1) payment from the Tenant's account returned within the last 12 months for insufficient funds or for no account, excluding bank error.

Security deposits shall be determined as follows:

1. A deposit required as a condition of obtaining a **new residential service**, or when it is required for providing or continuing residential service due to a prior outstanding account that is not in dispute, shall be equal to two (2) times the utility system average monthly bill for residential service as determined by HBPW.
2. A deposit required as a condition of obtaining a **new commercial or industrial service**, or when it is required for providing or continuing commercial or industrial service due to a prior outstanding account that is not in dispute, then the amount shall be equal to two (2) times the average or estimated monthly bill for a similar Commercial or Industrial Customer's service, or projected load of the new service as determined by the Customer and approved by HBPW. For commercial or industrial tenants, a letter of good credit standing with at least 12 months' history from a previous utility company may be requested to be used in lieu of a cash deposit.
3. An initial deposit equal to two (2) times the estimated monthly bill for the premise(s) is required for Tenant accounts that are placed on Rate K. Deposit amounts will be reviewed annually for deposit modifications based on load changes. Deposits on Rate K accounts shall be credited to the Tenant's account, or to the individual or entity that paid the deposit on behalf of the Tenant, only upon the termination of utility service(s) with the account in good standing. For

Rate K tenants, a Standby Letter of Credit may be requested to be used in lieu of a cash deposit, with final approval by HBPW.

4. The amount of the deposit required as a condition of providing, restoring, or continuing residential, commercial or industrial service due to shut-off for nonpayment shall be determined as follows:
 - a. If the Customer has been disconnected once within the last three years, then the deposit shall be two (2) times the average or estimated monthly billing for the Premises.
 - b. If the Customer has been disconnected twice within the last three years, then the deposit shall be three (3) times the average or estimated monthly billing for the Premises.
 - c. If the Customer has been disconnected three times within the last three years, then the deposit shall be four (4) times the average or estimated monthly billing for the Premises.
 - d. If the Customer has been disconnected more than three times within the last three years, then the deposit shall be six (6) times the average or estimated monthly billing for the Premises.
5. The amount of the deposit required as a condition of providing, restoring, or continuing residential, commercial or industrial service due to unauthorized use, diversion, or interference shall be four (4) times the average monthly bill for the Premises.
6. HBPW may also require payment of the delinquent account and approved charges as a condition of providing, restoring, or continuing service if the prior account is in the Customer's or applicant's name, is delinquent and owed to HBPW and accrued within the last six (6) years.
7. With the exception of deposits for Rate K Tenants as outlined in paragraph F.3 above, deposits shall be credited upon request to the Tenant's account, or to the individual or entity that paid the deposit on behalf of the Tenant upon a minimum completion of twelve (12) consecutive months of good credit history or upon the termination of utility service with the account in good standing.
8. HBPW will pay simple interest accrued on account security deposits held annually or when the deposit is returned to the Customer. The interest rate will be updated on July 1 of each year. The interest rate used to calculate interest will be determined by The Federal Deposit Insurance Corporation (FDIC) National Deposit Rate for Savings as of June of the current year.

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

Except as otherwise provided or limited by state law, the city shall have as security for the collection of all charges for utility services as authorized by the Revenue Bond Act of 1933, as amended, a lien upon the Premises to which such services were supplied.

Such liens shall become effective immediately upon the distribution or supplying of such service or services to such Premises. The term "charges for utility service" shall mean the rates, fees, rentals and all other charges for furnishing such service and all repairs, maintenance and alterations of such service which the City determines` to be the responsibility of the service Customer.

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

I. Placement on Tax Rolls

Those charges which are delinquent for three (3) months or more on June 30 of each year shall be reported by the City Auditor per Holland City Charter Sec.12-18 Lien to utility charges; collection of delinquent charges and as defined by agreements between HBPW and other governmental entities as well as applicable ordinances in the township where service is rendered.

[City of Holland, MI Utility Franchises and Municipal Ownership of Utilities \(ecode360.com\)](#)

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

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

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

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

6. Shut-Off Policy

This policy applies generally to all Customers of the HBPW who receive HBPW electric, water or broadband services. Policy statements that apply solely to Residential Customers are noted. - It is the policy of HBPW to conform to all requirements of [Michigan Legislature - Section 460.9g](#) (the “Act”) with regard to residential utility shutoffs.

A. Notice

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

B. Permissible Shut-Off

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

C. Shut-Off When Restoration Services Are Not Available

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

D. Contact to Customer

I. Generally

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

1. A personal or automated telephone call where direct contact is made with a member of the Customer's household or a message is recorded on an answering machine or voicemail;

2. First-class mail;
3. A personal visit to the Customer;
4. A written notice left at or on the Customer's door; or
5. Any other method approved by the Michigan Public Service Commission for regulated utilities.

II. Remote Shut-Off

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

III. Documentation; Contact by Telephone

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

E. Restoration

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

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

F. Charges for Shut-Off and Restoration

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

G. Critical Care and Medical Emergency Residential Customers

I. Postponement

For electric and water service, HBPW will postpone shut-off of service for up to 21 days if a Customer is a Critical Care Customer or has a Medical Emergency. The Customer shall identify the time period during which the shut-off will aggravate the Medical Emergency. If the Customer provides additional documentation or certification HBPW will postpone the shut-off for additional periods of up to 21 days for a total of not more than 63 days.

II. Restoration

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

III. Other Protections

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

H. Active Duty Customers

Active Duty Customers are residential households where:

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

I. Shut-Off Prohibited

HBPW shall not shut off service to an active duty Customer during his or her service for a period of up to Ninety (90) days. In its sole discretion, HBPW can provide one or more extensions to the active duty Customer.

II. Notification

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

III. Duty Not Void

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

IV. Payment Plan

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

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

7. Complaint Resolution

A. Complaint

In the event that an HBPW Customer believes that HBPW is in violation of this policy or, [Michigan Legislature - Section 460.9g](#) and that the Customer's service was shut off without merit, the Customer shall have the opportunity to file a complaint with HBPW Customer Service.

B. Initial Review

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

C. Final Review

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

8. Social Security Number Policy

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

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

HBPW prohibits any unlawful disclosure of social security numbers and prohibits any employee or agent from maintaining, accessing, viewing, or using for their own personal purposes the social security number of another individual. For HBPW's business purposes, authorized personnel (i.e. employees and agents who have a business use for this information) are allowed to maintain, access, view, or transmit records and documents containing social security numbers as a means of identification, internal verification, or other administrative purposes, in addition to carrying out debt collection, in compliance with the Act and other applicable law. When necessary, documents that contain social security numbers will be properly destroyed by a method that prevents display of the whole social security number.

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

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

9. E-Services Privacy, Terms & Conditions

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

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

10. Theft

HBPW will investigate cases of suspected theft and fraud. All cases, where there is sufficient evidence, will be turned over to the City of Holland Police Department, Allegan County Sheriff's Office, Ottawa County Sheriff's Office and/or the City Attorney.

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

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

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

11. Miscellaneous Provisions

A. Other Remedies

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

B. Forms

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

C. Right of Way and Easement Restoration

HBPW utility equipment (fire hydrants, poles, transformers, etc.) is often located in the road right-of-way or in easements provided on Customer property. Landscaping (lawns, shrubs, trees, flowers, plants, stone, mulch, etc.) shall not be located so as to prevent access to HBPW utility equipment. In the event this policy is disregarded, and installed landscaping is disturbed during the course of work to maintain and/or replace HBPW utility equipment, HBPW shall not be held responsible for repair or replacement of disturbed landscaping, trees, fencing, structures or other items placed in the right-of-way. Restoration of work to maintain, repair or replace components in the right-of-way or designated utility is limited to replacement of any disturbed streets, driveways, curbs, sidewalks or parking lots and reseeded of turf areas for erosion control. For designated utility easements, restoration of paved surfaces is limited to those incorporated into the easement, or in existence at the time of execution of the easement.

Wastewater Terms of Service

12. Sanitary Sewer Service Area

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

13. 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 sewage 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, to and including the connection between the sanitary lateral and the main.
- **Sewer Backing:** A backup of sewage from the sewer main or private sewer lateral into the premises owned by a customer.
- **Sewer Collection System:** The system of Sanitary Sewer Mains, pipes, pumps, motors, fittings, tanks, and all equipment and appurtenances thereto, necessary to collect sewage from customer piping.
- **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 and pumps it up to a storm water system for disposal.
- **Wye:** The branch fitting that connects customer piping to the Sewer Collection System.

14. 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 all of the sanitary Sewer 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 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 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 collection system in accordance with the HBPW Fee Schedule.

All connections to the 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.

15. 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

Sewer backups occur when root masses, grease build-up or other foreign objects obstruct the flow of sewage. Backups can also occur when sewage pumping is interrupted due to power failures or mechanical failures. When sewers are blocked or normal pumping fails, sewage may flow into the premises of a customer. Backups can also occur in a customer's service lateral or in a public sewer main.

HBPW regularly cleans sanitary sewers to prevent backups in accordance with recommended standards for maintenance. The following policy outlines HBPW response to sewer backups.

1. Since customers experiencing a sewage backup cannot determine whether the backup is caused by an obstruction in the service lateral or in the public main, the Customer may call either a plumber or HBPW for assistance. HBPW responds immediately to all sewer backup calls. If a customer calls a plumber for a public main backup problem, the HBPW reimburses the customer's ordinary and reasonable expense for a plumber's service call.
2. Public 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. Public main backups are determined by observing flow in the manholes. If an obstruction to flow is identified, HBPW removes the obstruction to return the public main to normal operation.

3. Private Sanitary Sewer Service Laterals connect the building plumbing to the public sewer main. Customers are responsible for any blockages or obstructions in the Sanitary Sewer Service Laterals.
4. HBPW provides cleanup and disinfection of sewage to customers affected by a public 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 public 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 the property damage or physical injury.

3. The customer must provide proof of ownership of property and value of damages.

F. Use of Public Sewers

For information on unlawful disposal of wastes, prohibited discharge into storm or natural drains, required connection to public sewers 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.

16. 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., sprinkling, cooling water, etc. These water deduct meters may be installed after submitting an application with 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 meter from a customer's sewer bill. Any plumbing found downstream of a deduct meter that supplies water to the

sanitary sewer system will result in immediate termination and result in a 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 must 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 water being discharged to the sanitary sewer. The customer shall be responsible for all maintenance and calibration of the flowmeter device at the Customer's expense. The wastewater service bill will then be calculated based upon the reading of the sewage flowmeter. The installation of the flowmeter shall be inspected by the HBPW prior to use to ensure proper installation and accurate measurement.

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 sewer charges based on water meter measurement until such evidence of regular maintenance is submitted. HBPW shall be contacted for the latest sewer flow meter specification.

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 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 service line entering a building
4. Where metering is not possible an un-metered connection may be allowed which is billed a flat monthly 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 feed line enters each apartment or office.
4. That each meter serves only one office or apartment unit with no interconnecting piping allowed between units.

D. Maintenance of Meter, Meter Connections and MTUs

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

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

E. Meter Calibration

A Customer who believes that the meter may not be measuring water consumed accurately may request a test be performed to determine the meter's accuracy. 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 this address in the past ten (10) years. A Trunkage credit will be given for the size of the previous meter removed when applying the Trunkage charges or new meter fees.

17. Application of Rates

A. Charges

HBPW shall from time to time establish charges for the use of and connection to the city sanitary sewer system. All users are required to pay the applicable current rates for connection to the system and for sewer 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 sewer was used.

C. Surcharges

All commercial and industrial customers of the Water Reclamation Facility shall pay a surcharge for the discharge of sewage 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 sanitary sewer 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.

18. Schedule of Fee & Charges

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

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

Approved by Holland BPW's Board of Directors June 10, 2024.

Approved by Holland City Council June 19, 2024.