



Water Terms of Service

Rate Book

Holland Board of Public Works (HBPW)

Updated June 2019



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

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1.0 Water Service Area

Please use the link below to view a map of the HBPW water service territory:

www.hollandbpw.com/about-us/water



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2.0 Definitions

ASSESSMENT – Payment required due to a public work that has benefited a parcel.

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

CURB VALVE – A valve that is located on the customer water service that delineates between customer piping and customer water service. The valve is typically located seven feet (7') inside the public right-of-way or at the edge of the water main easement.

CUSTOMER – A purchaser of water service supplied by HBPW or a governmental entity that authorizes HBPW to provide water service.

CUSTOMER PIPING – A piping system owned or controlled by the customer that conveys water from the Service Location throughout the customer's Premises.

CROSS-CONNECTION – A physical interconnection, arrangement or condition of the Customer's plumbing through which the potable water furnished by HBPW's Water Distribution System could become contaminated if backflow takes place.

DEMAND – The rate of water delivered at a given point.

DIRECTOR – The Utility Services Director of HBPW.

DWELLING UNIT – A dwelling unit shall be considered as a single room, suite or groups of rooms or suites which have individual cooking and kitchen sink facilities designed for or used exclusively for residential purposes.

FACILITIES – A general term which includes pipes, fittings, valves, fire hydrants, associated structures and the like, used as a part of or in connection with a water installation.

FIRE SERVICE – Those pipes, valves, backflow devices and appurtenances installed from the water main to the customer's premises for the sole purpose of providing water for firefighting on the served premises.

HBPW – An abbreviation for Holland Board of Public Works.

METER SETTING – Those pipes, valves and appurtenances that house the water meter.

MTU – Meter Transmitter Unit. This is the unit that is connected to every water meter that sends the usage readings to the HBPW every 12 hours or less.

PERSON – Any individual, corporation, partnership, company, Limited Liability Corporation, organization or governmental entity.

PRIVATE FIRE HYDRANT – The hydrant and appurtenances owned and maintained by the Customer, installed on CUSTOMER PIPING on private property to provide water primarily for firefighting purposes.



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PUBLIC FIRE HYDRANT – The hydrant and appurtenances owned and maintained by the HBPW, installed on public water mains within public right-of-way or in HBPW approved easements to provide water primarily for firefighting purposes for public benefit.

PREMISES – A building and its grounds.

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

RATE SCHEDULE – A filed statement of the water Rate and the terms and conditions governing its application as established by the HBPW.

READINESS TO SERVE – The monthly service charge that is based on the meter size.

SERVICE LOCATION – The point at which HBPW has agreed to provide water service to customer piping.

SERVICE STUBS – That portion of a customer water service that extends from the water main to the curb valve. This portion of the water service is owned, operated and maintained by HBPW.

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

TRUNKAGE – Payment to offset the additional infrastructure (not local to the customer location) required to service additional customers. For example, additional or improved pumps, treatment capacity, and storage are required as customers are added to the system.

WATER DISTRIBUTION SYSTEM – The system of water mains, pipes, pumps, motors, fittings, tanks, valves, fire hydrants and all equipment and appurtenances thereto, necessary to distribute water to customer water services.

WATER MAIN – A pipe owned and maintained by the HBPW installed in public right-of-way or easement that conveys water to a customer water service or to a fire hydrant.



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3.0 General Provisions

It is the desire of HBPW to render prompt, courteous, and satisfying service to its customers. HBPW endeavors to cooperate with customers, contractors, and all others to the fullest extent possible in order to provide uninterrupted water service.

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 the Holland BPW also govern the services provided by HBPW where applicable.

A customer that commences service with HBPW agrees to abide by all the terms and conditions of this rate book and HBPW rate schedules.

3.1 New Service Account Requirements

To establish new service account the following information may be required.

Residential Service

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

Business Service

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

A new customer account may not be established for a service location if a delinquent customer account holder resides at the same premises or is listed as a tenant on a new



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premise (service location) as the new customer, unless the balance due and owing for the delinquent customer account holder is paid in full and a deposit is collected according to Section 8.5 Account Security Deposits.

3.2 Social Security Number Privacy Policy

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

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



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of an individual who has an account, contract, policy, or employee or health insurance benefit.

Notwithstanding the foregoing provisions, HBPW reserves to itself any rights, privileges, exceptions, etc. that may apply pursuant to the Act or other applicable law, including, but not limited to, making use of all or more than four sequential digits of a social security number that is authorized or required by state or federal statute, rule, or regulation, by court order or rule, or pursuant to legal discovery or process, or, making an administrative use of all or more than four sequential digits of a social security number in the ordinary course of business to:

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

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

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

When necessary, documents that contain social security numbers will be properly destroyed by a method that prevents display of the whole social security number. These methods include, but are not limited to, deletion from HBPW's computer systems and



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networks, partial redaction of information, and shredding or placement in a secure disposal removal system. HBPW prohibits the unauthorized removal of social security numbers, in any medium, from HBPW's business premises.

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

Any questions or concerns regarding social security number privacy should be promptly directed to customer service manager.

3.3 E-Services Privacy Policy

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

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

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

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

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

3.1 Customer Account Set-Up and Account Use: HBPW may collect certain Personal Information that a Customer chooses to provide as part of setting up and maintaining a Customer account to use the Service. This Personal Information may



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include a user ID, name, email address, phone number, address and other Personal Information that the Customer chooses to make available in connection with use of the Service. In order to access and use the Service, a separate user name and password will be created for individual Customers.

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

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

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

4. *The Way We Use Personal Information.*

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

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

4.3. Partners and Third Party Providers: We may transfer Personal Information to our third party service providers and partners, but only for purposes of carrying out our business operations and to enable us to provide our



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Service. Notwithstanding the foregoing, HBPW will comply with applicable law regarding Personal Information transfers as well as any transfer restriction that is specified in a specific Service Agreement between HBPW and a Customer. We use commercially reasonable efforts to only engage or interact with third party service providers and partners that also instate a privacy policy governing their use and processing of Personal Information.

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

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

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

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

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

8. *Customer Choice*. Each of our Service users may choose whether or not to provide or disclose Personal Information in connection with its use of the Service. If a Service user chooses not to provide the Personal Information we request, it may still visit and use parts



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of the Service, but may be unable to access or use certain features, options, programs, and services that involve our interaction.

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

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

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

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

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

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



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

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

3.3.1 E-Services Terms and Conditions

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

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

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

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

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



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

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

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

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



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

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

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

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

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



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3.4 *Rate Revision*

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



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4.0 Service Conditions

4.1 Description of Service

1. HBPW produces and distributes potable water, meeting standard established by the Michigan Department of Environmental Quality (MDEQ), for public use throughout its service area.
2. HBPW provides two types of services: metered service and non-metered service. Non-metered services are designed for the sole purpose of supplying water to fire protection services.
3. HBPW is responsible for and will maintain all of the water distribution system within the City of Holland and in portions of the townships served by the water system, which portions shall be defined by legal agreements between the HBPW and the townships. The water distribution system consists of all water mains that are available to supply water to more than one water customer service line.
4. HBPW is responsible for maintaining adequate pressure throughout the distribution system.

4.2 Access

HBPW's authorized personnel or agents shall have access to the customer's Premises at all reasonable hours for all purposes necessary to operate and maintain water service, including without limitation:

1. Install, inspect, observe, read, repair, maintain, test or remove its meters or MTUs
2. Install, operate and maintain other HBPW equipment or Facilities, and
3. Inspect fire service installations, customer piping, backflow devices and to determine the connected water demand.

If, for any reason beyond its control, HBPW is unable to read a meter, operate, maintain or make inspection, including but not limited to, reasons such as Premises being locked, meter being inaccessible or unsafe conditions, then after due written notice to the customer, the water service may be disconnected until such time as arrangements have been made to permit access for HBPW inspection and approval and the customer has paid the appropriate reconnection fee.

4.3 Service Interruption

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



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4.4 Customer Responsibilities

The customer shall, at the customer's own risk and expense, furnish, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying, and utilizing water.

4.4.1 Protection of Customer's Equipment

The customer shall be responsible for installing suitable safety switches, alarms, low pressure or water-flow cut-offs, etc., on all equipment which depends upon water services for protection against damage or failure. This equipment protects against any possible interruption of flow or drop in pressure in the HBPW's water supply. No claim shall be made against the HBPW for interruption of water supply.

4.4.2 Water Service Connection Applications

New connections to the water main require permits from the local municipal authority. For connections in the Townships, permits are issued at the respective township office. Plumbing permits in the City are issued by the City Plumbing Inspector at City Hall.

The permit application shall be supplemented with plans, specifications, or other information when considered pertinent. Each applicant for service shall be required to provide the following information:

1. The date of application
2. The address of the premises to be served, the billing address, and the address of the owner of the premises
3. The date on which the applicant will be ready for service
4. The purpose for which the service is to be used
5. The size of service
6. The size and number of meters
7. A copy of the plans if the service requested is larger than 2"
8. Whether the applicant is an owner or tenant of, or an agent for, the owner of the premises. If the applicant is an agent, HBPW may require proof of his/her authority.

The applicant is responsible for payment of any charges incurred for connecting to the water system. The applicant shall pay the cost of installation for the service connection in accordance with the Fee Schedule.



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5.0 Use of Service

5.1 General

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

No person except authorized fire department personnel and such other people as determined by HBPW shall operate and/or take water from a fire hydrant, fire service, or any other unmetered connection.

5.2 Customer Piping and Equipment

HBPW may deny or terminate service to any customer whose water piping or equipment constitutes a hazard to the HBPW's employees, equipment or its service to others.

The customer shall install and maintain the necessary Facilities or devices to protect customer owned equipment against service interruptions and other disturbances on the HBPW's system.

Alterations to the customer water service or associated equipment are prohibited without a plumbing permit acquired from the local municipality having jurisdiction.

If the customer piping is found to be leaking before the meter, the customer will be notified and is subject to shut off. If the leak is causing damage to property (i.e. washing out or eroding the soils, causing flooding or dangerous icy conditions, etc.) then HBPW will shut off water to the service immediately.

5.3 Water Quality and Disturbances

The customer shall operate equipment in a manner that does not cause surges, water hammer or other problems in the water distribution system or to other customers. If HBPW notifies the customer of such a condition, the customer shall discontinue operation of equipment causing such condition until a correction has been made. If the customer does not remedy the condition within HBPW requested timeframe, HBPW will discontinue service until the customer has remedied the situation and has paid fees for reconnections.

5.4 Theft

1. The HBPW Utility Theft Investigation Procedure would handle cases of suspected



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theft and fraud. The Utility Theft Investigation Procedure describes who handles suspected cases and how the investigation of theft and fraud is handled.

2. All cases, where there is sufficient evidence as determined by the Utility Theft Investigation Procedure warrant further action, will be turned over to the Holland Department of Public Safety and/or the city attorney.
3. HBPW will attempt to recover all charges that were intentionally avoided or not paid plus all monthly-accrued late fees. In addition, a 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 with a minimum charge of the current charge for initiating new services.
4. If the actual amount of service lost to the theft or diversion cannot be determined, the amount applied will first be estimated using previous account history. If neither the actual amount of service nor the estimated amount of service for the particular account can be determined, the account will be assessed the average usage for the class of service prorated to the time the theft or diversion occurred.
5. There is no limitation on the time period for which past charges will be assessed.
6. Other actions, civil or criminal, will be decided by actions of the board and/or city attorney, as appropriate.
7. Instances of theft include, but are not limited to, illegal connections to hydrants, bypassing HBPW meters, tampering with a meter, etc.

5.5 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. HBPW will schedule the terminations with the service crews based on the customer's or agent's request. The customer may hire a private plumber or contractor to complete the termination; however, the work must be inspected and approved by HBPW.
5. The building demolition, partial or full basement installation, foundation replacement or house moving permit will not be issued until the water termination has been completed.



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6. The applicant, owner or agent must provide a current billing address and will be billed for the service based on the fees established by HBPW.
7. The individual responsible for the fees must sign the request form indicating acceptance of all applicable fees.

5.6 *Disconnects and Resumes*

This policy describes the various fees and charges for resuming or discontinuing water service. It also describes the various types of disconnection that are available.

1. The Holland BPW does not charge customers for investigating potential sewer backings or leaking water services, even outside of business hours. A service call will also not be charged for standard services associated with beginning a new account or terminating an existing account. Other service calls will be charged fees as given in the approved Fee Schedule.
2. HBPW requires that customers requesting additional services for disconnecting and/or resuming water services be billed according to HBPW fee schedule to cover the cost of these services. Among the services performed which incur additional costs are: disconnects and resumes for non-payment; seasonal disconnects and resumes; and customer requests for service during non-business hours (unless they are for emergency repairs on HBPW equipment).
3. Seasonal disconnects and resumes will involve the shut off of the service at the curb box. Service crews will only remove the meter and plug the lines if the meter is exposed to the elements. The customer is responsible for winterizing the water meter along with the remainder of the plumbing in the home, but may not remove the meter.
4. The customer is required to pay all normal water charges until the date of disconnection.
5. Disconnects and resumes of water service shall be accomplished only by HBPW services personnel. It is strongly recommended that a customer be available at the premises at the time the water is turned on or off. The water service technician may decide, at his/her discretion, not to perform the service requested in the absence of the customer. This decision will be based on the potential damage that may occur due to faulty plumbing within the building or due to the possibility of freezing if the building is not properly winterized. HBPW will not be held liable for damage occurring during disconnects/resumes as the result of faulty plumbing within the customer's home or business, or as the result of improper winterization of the customer's plumbing.
6. If a disconnection of water service is made due to some gross violation by the customer, any labor or material to disconnect or resume the water service shall be charged to the customer.



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7. All charges due for the disconnection of water service must be paid by the customer before the water service will be resumed.

5.7 Water Use Reduction

Water service may be restricted or discontinued for any of the following reasons, without notice to the customer:

1. For repairs to any water main, fire hydrants, customer's service connection or associated appurtenances.
2. During periods of high demand according to the following water use reduction policy.

The following Water Use Reduction Plan is to be implemented during times of water shortage or severe drought and consists of five stages which may be implemented at any level dependent on the severity of the situation. Restrictions may be increased or decreased at any time as conditions warrant. Decisions regarding the stage to be implemented will be made based on the judgment of HBPW staff.

5.7.1 Public Awareness

Customers will be informed of the possibility of restricted water use and asked to restrict their use of water voluntarily.

5.7.2 Odd-Even Lawn Sprinkling

All customers whose addresses end in an odd number will be allowed to sprinkle any time only on odd numbered dates; customers with even-number addresses may sprinkle any time only on even numbered dates.

5.7.3 Odd-Even Sprinkling-Midnight to Noon

Same as above, except all permitted sprinkling activity must occur between the hours of midnight and noon. All sprinkling, regardless of address, will be prohibited from noon to midnight.

5.7.4 Total Ban on Sprinkling and Non-essential Use of Water

Examples:

- Non-commercial car washes
- Hosing drives and walks



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If it is determined water use restrictions are necessary, the limitation or prohibition shall take effect immediately.

5.8 Shut-Off Policy

5.8.1 Purpose and Scope

This policy applies generally to all customers of the HBPW who receive water services. Policy statements that apply solely to residential customers are noted. The HBPW shall adhere to the following policy:

5.8.2 General Requirements

Proper Shut-Off

Subject to the other requirements of this policy, HBPW may shut off service to a customer for any of the following:

1. The customer has not paid a delinquent account that accrued within the last six years.
2. The customer has failed to provide a deposit or guarantee as required by HBPW.
3. The customer has engaged in unauthorized use of HBPW's service.
4. The customer has failed to comply with the terms and conditions of a payment plan entered into with the HBPW in accordance with HBPW's rules.
5. The customer has refused to arrange access at reasonable times for the purpose of inspection, meter reading, maintenance, or replacement of equipment that is installed upon the premises or for the removal of a meter.
6. The customer misrepresented his or her identity for the purpose of obtaining HBPW service or put service in another person's name without the permission of the other person.
7. The customer has violated any rules of the provider so as to adversely affect the safety of the customer or other persons or the integrity of HBPW's system.
8. The customer, during a water service replacement, refuses to cooperate as necessary for HBPW to comply with the Lead and Copper Rule.
9. A person living in the customer's residence meets both of the following:
 - a. Has a delinquent account for service with the HBPW within the past three years but remains unpaid, and
 - b. The customer lived in the person's residence when all or part of the debt was incurred. The HBPW may transfer the prorated amount of the debt to the customer's account based upon the length of time that the customer



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

Notice

HBPW shall not shut off service prior to sending a notice to the customer by first-class mail not less than 10 days before the date of the proposed shut off. HBPW shall maintain a record of the date the notice was sent.

Permissible Shut-Off

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

Shut Off When Restoration Services Not Available

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

Employee Notice

When HBPW employee shuts off service, the employee shall leave a notice stating that the service has been shut off and detailing the address and telephone number of HBPW where the customer may arrange to have service restored.

Restoration

1. HBPW shall restore service upon a customer's request when the cause for the shut off has been cured or credit arrangements satisfactory to HBPW have been made.
2. In the event that the customer qualifies for restoration and his or her household contains a meter that must be restored manually, HBPW shall make reasonable efforts to restore service to the customer on the day requested, and no later than one working day after the customer's request. If the meter has remote restoration capability, service shall be restored on the first working day after the customer requests restoration, except in the case of documented equipment failure.



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Charges for Shut Off and Restoration

HBPW will assess the customer charges once a disconnect order has been issued and a service person has been dispatched. Please refer to the Fee Schedule for applicable charges.

5.8.3 Medical Emergency Residential Customers

Definitions

1. Medical Emergency is an existing medical condition of a customer, or member of the customer's household, as defined and certified by a physician or public health official on official stationary or company-provided form, that will be aggravated by lack of utility service.

Postponement

HBPW will postpone shut off of service for up to 21 days if a customer is a critical care customer or has a medical emergency. The customer shall identify the time period during which the shut off will aggravate the medical emergency. If the customer provides additional documentation or certification HBPW will postpone the shut off for additional periods of up to 21 days for a total of not more than 63 days.

Restoration

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

Other Protections

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



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5.8.4 Complaint Resolution Process

Complaint

In the event that an HBPW customer believes that HBPW is in violation of this policy 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 Department.

Department Review.

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

Final Review

If the Utility Services Director or in his/her absence the General Manager finds that the service was improperly shut off, HBPW shall restore service to the customer as soon as reasonably possible. If the Utility Services Director or in his/her absence the General Manager finds that the shut off was proper, HBPW shall immediately notify the customer by first class mail of decision, and HBPW is under no obligation to provide additional service until the customer has remedied the cause of the shut off.

5.8.5 Miscellaneous Provisions

Other Remedies

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

Forms

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



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6.0 Metering

6.1 General

All service connections except fire services shall be metered. Meters shall be set horizontally in a clean, easily accessible and suitable place.

All meters and MTUs installed by HBPW shall remain the property of the HBPW. HBPW reserves the right to size such metering equipment.

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

6.2 Temporary Metering

Temporary metered water service is available to contractors and others for construction. The applicant shall pay the current installation charge for the meter size requested, and shall be responsible for protecting the meter from damage and freezing. Such installations must be made in a manner so that unauthorized persons cannot remove the meter or interfere with its proper registration of the water taken from the service. Charges for water furnished through a temporary service connection shall be at the established rates as noted on the Rate Schedule.

6.3 Meter Location

1. A proper location for each meter shall be provided by the customer. The location shall be readily accessible and well-ventilated. Such space shall be kept free from all obstructions, fixtures, etc. within a distance of three feet (3') from the meter. A clear overhead space of at least six feet (6') 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 inches (2") 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.



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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 his/her 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.

6.4 Meter Horns and Ball Valves

HBPW requires the use of meter horns for five-eighths inch (5/8"), three-fourths inch (3/4") and one-inch (1") meter installations. These requirements pertain to new service installations, service replacements and installation of additional meters.

1. Acceptable Manufacturers:

Meter Horn assemblies and Ball Valves must meet the following HBPW specifications:

<u>Meter Horns</u>	<u>Ball Valves</u>
5/8" Ford CH88-143	600 WOG
5/8" McDonald 40-3MM43	
3/4" Ford CH88-343	
3/4" McDonald 40-3MM43	
1" Ford CH88-444	
1" McDonald 40-4MM44	

The horns for a one-inch (1") meter must have a one-inch (1") ball valve on the inlet and a one-inch (1") ball valve on the outlet. The horn for five-eighths inch (5/8") and three-fourths inch (3/4") meters must have a one-inch (1") ball valve on the inlet and a one-inch (1") ball valve on the outlet.

The meter horn and ball valves are provided by the customer and the customer is responsible for its maintenance.



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6.4.1 Rules and Regulations for Meter Horns

1. Meter horn assemblies are required on the service line at the point where it enters the building. They must be protected from freezing and must be accessible for meter reading, repairs, and maintenance.
2. The ball valve must be installed before the service line is inspected.
3. For multiple meter installations on new service lines, the plumbing contractor must install a tee to split the service. All fittings on the inlet side of the meter shall be lead-free brass. An inlet valve, meter horn, and outlet valve, is required for each meter setting.
4. For meter settings requested prior to the completion of internal plumbing, the plumbing contractor must provide adequate support of the horn assembly.
5. Meter tails, when needed, may be provided by HBPW.
6. The following listing indicates whether a meter horn is required:

Activity	Horn Required
Change meter size - existing meter tails	No
Change meter size - existing meter horn	Yes
Install additional meter(s) - existing meter tails	Yes*
Install additional meter(s) - existing meter horn	Yes
Install meter on service that is inactive/existing meter tails	No
Replace service from main into building	Yes
Replace service from main to curb box only	No
Replace service from curb box into building	Yes
Replace portion of service through wall or floor	No
Make repairs outside of building	No
Make repairs inside of building before meter	No
Install meter(s) on new service	Yes
*Existing meter does not have to be installed in meter horn	



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6.5 Maintenance of Meters, Meter Connections and MTUs

HBPW shall maintain all standard water meters and MTUs. The customer however, shall be held liable for protecting the meter from damage including, but not limited to damage by freezing or hot water and for protecting the MTU from damage including, but not limited to damage by exterior paint or stain, and also from acts of negligence or willful damage by the owner or his/her tenants. Any meter or MTU so damaged shall be repaired by the HBPW, and the cost thereof shall be billed to the customer. The customer will 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.

6.6 Meter Calibration

A customer who believes that the meter may not be measuring water consumed accurately may request a test be performed to determine the meter's accuracy. HBPW will test the accuracy of the meter at its own expense. If the meter is found to be inaccurate by more than two (2) percent high or low, HBPW will adjust the customer's bill according to the current billing policy at the time of the test. If the meter is found to be accurate within two (2) percent, then the customer will be charged for the meter testing and a service call.

6.7 Meters for Sprinkling and Other Seasonal Uses

HBPW allows meters to be installed outside or in meter pits when no building structure is available, and with approval of authorized HBPW personnel.

6.7.1 Drainage Pit Policy and Requirements

Drainage pits are required for winterization of seasonal services when the meter is installed above ground. **Only licensed plumbers, irrigation contractors, and other persons with written authorization from HBPW are allowed to open or close any valves in drainage pits.** Under no conditions will the meter be removed and the water pumped or siphoned from the service line. Drainage pits must also meet the following requirements:

1. Drainage pit must be installed on private property within 15 feet of both the water meter and any backflow prevention device used.



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2. Drainage pits can be constructed of reinforced concrete or tile of adequate strength for the conditions encountered. A base is not allowed and six inches (6") of pea stone is required under the service pipe.
3. Water service must be type "K" copper up to the meter.
4. A tee and two curb stops are required in the drainage pit. All fittings and curb stops must be lead-free brass and located at a depth of five feet (5').
5. Hose bibs are not allowed in drainage pit.
6. The following conditions require the placement of an outside seasonal or sprinkling meter into a meter pit:
 - a. In clay soils and/or wet conditions all meters must be placed in a meter pit.
 - b. All meters larger than two inches (2") must be placed in meter pits.
 - c. Meters used exclusively for drinking fountains must be placed in meter pits.

6.7.2 Meter Pit Policy and Requirements

Installation of meter pits must be approved by HBPW. Meter pits will only be approved if no building owned by the customer is available for the meter installation. All meter pits must be located on private property and must meet the following requirements:

1. The small meter pit is acceptable for meter sizes two inches and smaller.
2. The large meter pit is required for multiple meter settings, meters larger than two inches (2"), or pit installations which contain booster pumps.
3. Meters in pits shall be placed so they can be read without entering the pit.
4. Installation of a sump pump is required in all meter pits.
5. Valves are required on both sides of the meter. To facilitate winter shutdown, the valve installed on the inlet side of the meter must be a ball valve. For six inch (6") meters a resilient wedge gate valve is required. These requirements do not alter the requirements for meter horn installations.
6. One outlet downstream of the meter is allowed for winterization. This outlet must contain and terminate at a ball valve and can only be used to drain the system. This outlet must be closed during the winter.
7. Hose bibs are not allowed in the pit.

6.8 Bypasses Around Meters

Bypasses may be plumbed around large commercial or industrial meters with prior written approval from HBPW. If the bypass also bypasses the principle backflow preventer, then the bypass must also have adequate backflow prevention. The bypass must have a lockable valve and HBPW will install its own lock on the bypass valve. Tampering with the lock will result in immediate termination and result in a HBPW Utility Theft Investigation.



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6.9 *Upsizing/Downsizing Meters*

Customers wishing to increase or decrease the size of their meter may make request to HBPW for the new meter size. HBPW will review the request and will review demand data provided from the customer. HBPW reserves the right to size the meter according to customer water demand. A fee is charged for this service.

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.



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7.0 Application of Rates

7.1 Charges

HBPW shall from time to time establish charges for the use of and connection to the city water system. All users are required to pay the applicable rates for connection to the system and for water use.

7.2 User Responsibility for Charges

Any persons, association, or corporation who takes possession of premises where water supply has been shut off by HBPW and uses water without proper application for water service shall be responsible for all charges for water service. The amount of such charges shall be determined by HBPW either by meter reading or on the basis of calculated consumption for the time water was used. Meter usage on vacant accounts will default to the last known user.

7.3 Customer Classifications

HBPW shall classify Customers as follows:

1. Residential – This classification is reserved for one and two family residential structures. It can also be used for multiple family structures where each dwelling unit is individually metered. Residential structures must accommodate a place to sleep, eat and have a bathroom.
2. Commercial – This classification is used for businesses not involved with the direct manufacture of durable goods. It is also used for multiple family structures with three (3) or more units. All accounts for metering irrigation shall be designated as commercial. Non-profit businesses, churches, municipal government accounts and educational institutions shall be commercial.
3. Industrial – This classification is used for businesses directly involved with the manufacture of durable goods. Industrial customers may not have a base period.

These customer classifications shall also apply to existing customers.

7.4 Readiness to Serve Charges

All active accounts will be billed the readiness to serve charge based on meters size. Service must be completely disconnected to eliminate the readiness to serve charge. Disconnect/Reconnect fees apply. Readiness to serve charges are not prorated.



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7.5 Connection Fees, Assessments and Trunkage Charges

(Following sections are from the City of Holland Ordinance Code, Chapter 37: Water)

7.5.1 Charges for Water

The following charges and fees shall apply to all connections to the water system of the City of Holland:

(a) Lateral fee. If a lateral fee has not been paid or assessed against the premises to be served, a lateral fee, in an amount to be established and adjusted from time to time by a resolution of the city council, for the installation and use of a water lateral line from the water line to the property line, shall be payable by each premises connecting to the system provided that no lateral fee shall be payable where the water lateral to be utilized was constructed as a part of the development or project in which private parties or the city on behalf of or at the expense of private parties have constructed the water lateral. The terms of the payment of the water lateral fee shall be established and adjusted from time to time by a resolution of the city council. This resolution shall specify whether the lateral fee is payable in cash in full at the time application to connect is made or in installments. If the lateral fee is payable in installments, such resolution shall specify the number of installments, the amount of each installment, the date on which each installment is due and payable, the interest rate, if any, on the unpaid balance of the lateral fee, when interest begins, and the date on which interest on the unpaid balance is due and payable. If paid in installments, the unpaid balance of the lateral fee and all interest thereon shall constitute a lien on the premises served.

(b) Special assessment. The special assessment procedure as prescribed in chapter 15 of the City Charter will be followed for the construction of water main improvements and assessment for water. A special assessment for water may be authorized by the city; may be accepted upon petition of the property owners; or may be initiated by such other method as specified by City Charter or authorized by law. Following a public hearing and adoption of a resolution of necessity, the project may be authorized by the city council to proceed. The special assessment placed on the premises shall include the frontage fee and the lateral fee. Notwithstanding the foregoing, the amount of the special assessment shall not exceed the cost of the public improvement as specified by section 15.9 of the Holland City Charter. The special assessment shall be payable in full or in equal installments as authorized and specified in chapter 15 of the City Charter. To the extent that an assessment for water does not exceed the cost of the public improvement as required by chapter 15 of the Charter of the City of Holland, the water special assessment shall be established annually by resolution of the HBPW Board of Directors and approved by the Holland City Council. The resolution shall specify whether the frontage charge is payable in



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cash in full at the time application to connect is made or in installments. If the frontage charge is payable in installments, such resolution shall specify the number of installments, the amount of each installment, the date on which each installment is due and payable, the interest rate, if any, on the unpaid balance of the frontage charge, when interest begins, and the date on which interest on the unpaid balance is due and payable. If paid in installments, the unpaid balance of the frontage charge and all interest and penalties thereon shall constitute a lien on the premises served.

(c) Trunkage charge:

(1) *[Provisions regarding charge.]* All premises which have not been included in a special assessment district which included a trunkage charge as a part of the assessment shall pay a trunkage charge. Those premises which have previously paid a trunkage charge as a part of a special assessment on a cash or installment basis as provided in this article but later are expanded and the use of the premises is altered so as to increase the amount and intensity of water use, shall pay an additional trunkage charge for such increase in water use. Those premises which were assessed for trunkage as an unimproved parcel but which are later improved or expanded resulting in an increase in water use shall pay a trunkage charge for such improvements. The trunkage unit rate shall be calculated based on general system extension costs, which may include, but are not limited to, such items as oversizing, extra depth, non-assessable frontage, lift station, force mains, pump stations, and other costs not included in the special assessment and frontage calculation. The trunkage unit rate shall be established and adjusted from time to time by a resolution adopted by the Holland Board of Public Works and approved by the city council. The trunkage fee shall be based upon a residential equivalent unit ("REU factor") and applied against the meter size for the proposed or expanded use of the premises. An REU factor will be established for a single-family residential unit. All other types of uses will be calculated based on a schedule of unit factors based upon meter size and using the basic REU rate as the base cost. After initial adoption of the REU rates and factors, the REU rates will be adjusted annually based on the construction cost index as published by the Engineering News Record or such other nationally recognized publication recording costs and inflationary adjustments to costs. The trunkage unit rate shall be the rate in effect on the date the meter is installed to connect to the water system. If the premises are already connected to the water system, the trunkage unit rate shall be the rate at the time the meter change is made for the expansion or alteration of use.

(2) *Private development.* Water trunkage fees will be the only fee required to be paid for building connections made within the proposed private development. The private party must pay in full all existing assessments and any other charges or assessments prior to water system extensions or connections. Costs incurred by the developer which are normally included in the trunkage fee calculation may be credited against the calculated fees in accordance with the resolution adopted by Holland Board of Public Works and approved by the Holland City Council.



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(3) *Single connections.* For premises which have not been specially assessed or were not a part of a private development for which assessments, trunkage, and lateral fees have been charged, the cost of such connection will be determined based upon the rate formula established in the resolution adopted by Holland Board of Public Works and approved by the Holland City Council. Any premises which were previously charged under the alternate assessment procedure of the city shall be charged consistent with the terms and conditions of this article. Any previously charged and levied alternate assessments, including any ordinances or resolutions thereto, are hereby rescinded, revoked, and vacated and, in lieu thereof, all premises will be charged and assessed in accordance with this article. The city council may choose to permit installment payments of an assessment under those conditions as specified in the resolution adopted by the Holland Board of Public Works and approved by the Holland City Council. The owner of the premises to be served shall sign an agreement with the city stating the amount owed, the interest rate and other payment terms, and that the unpaid charges and all interest and penalties thereon shall constitute a lien on the premises served. If any installment of a lateral fee, frontage charge, trunkage charge, or any interest or penalty thereon is not paid in a timely manner, the city shall have the right to discontinue utility service to the premises and also, if the premises are connected to a public water supply, the right to turn off the water service to the premises. Water service and/or water service [sic] shall not be restored to the premises until all amounts then due and payable are paid in full.

(4) *Installment payment of trunkage.* The Holland City Council may choose to permit installment payments of trunkage charges under those conditions as specified in a resolution adopted by Holland Board of Public Works and approved by the city council. This resolution shall specify whether the trunkage charge may be payable in cash in full when the obligation is incurred, or in installments. The resolution shall specify the number of installments, the amount of each installment, the date on which each installment is due and payable, the interest rate, if any, on the unpaid balance of the trunkage charge, when interest begins, the date on which interest on the unpaid balance is due and payable, and the amount of any administrative fee to be charged by the city for the installment payment agreement. If paid in installments, the unpaid balance of the trunkage charge and all interest and penalties thereon shall constitute a lien on the premises served in accordance with the Charter of the City of Holland and the applicable provisions of state law.

(5) *Agreement.* At the time of each application to connect to the water system of the city, and also at the time any additional trunkage charges become payable as provided in subsection (c)(1) of this section, if any portion of the trunkage charge will be paid over time, as a condition precedent to connection and/or use of the water system, the owner of the premises to be served shall sign an agreement with the city stating the amount owed, the interest rate, and other payment terms, and that the unpaid charges and all interest and penalties thereon shall constitute a lien on the premises served. If any installment of any trunkage charge or any interest or penalties



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thereon is not paid in a timely manner, the city shall have the right to discontinue water service to the premises. Water service shall not be restored to the premises until all amounts then due and payable are payable in full.

(6) *Tax bill collection.* If any lateral fee, frontage charge, or trunkage charge, or any interest or penalties thereon is delinquent for three (3) months or more, then on or before November 1 of each year, it shall be certified to the city treasurer, who shall enter the lien on the next tax roll against the premises to which water service has been provided, and the charges shall then be collected and the lien shall be enforced in the same manner as provided for the collection of taxes assessed upon the roll and the enforcement of the lien for taxes.

(7) *Lien for payment of charges.* If an installment of a trunkage charge is not paid, with all interest, on or before its due date, then such delinquent installment shall be treated and have the same status as a delinquent installment of a special assessment pursuant to Public Act No. 188 of 1954 (MCL 41.721 et seq.), as amended, or any similar statute, and such delinquent installment shall be collected by the city in the same manner as provided in Public Act 188 or similar successor statute for delinquent installment payments of special assessments in addition to any other remedy provided for in the Ordinance Code of the City of Holland or in an agreement executed by the owner of the premises served and the city.

7.5.2 Effective Date for Charges for Water

The charges and fees for water as set forth in section 37-29.1 shall not apply to connections, expanded uses, or other conditions relating to outstanding building permits issued, re-issued, or renewed by the City of Holland prior to October 24, 2001.



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8.0 Responsibility for Payment of Bills

8.1 *Receipt of Payment*

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

8.2 *Late Charges*

1. A late payment charge of two percent (2) of the amount in arrears will be assessed when the next month's bill is issued.
2. The late payment charge will not apply to any penalty portion of the customer's bill.
3. A penalty will NOT be assessed the first time a customer is late in a 12 month period.
4. Customers may request a late charge waiver under extenuating circumstances.

8.3 *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.

Any consumption that cannot be registered accurately shall be estimated based on prior consumption or operating characteristics of the building and equipment.

8.4 *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 bills. This policy does not apply to theft or unauthorized use of service or estimated bills.



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Specifically:

1. Errors in billing can be caused by any of the following:
 - a. An incorrect meter read whether by person or electronically.
 - b. An incorrect meter constant.
 - c. Installation of the incorrect metering equipment.
 - d. An incorrect calculation of the applicable rate.
 - e. A meter switched by the utility or a utility representative.
 - f. An incorrect application of the rate schedule.
 - g. A meter error (failure to measure or accurately record all usage).
 - h. Another similar act or omission by the utility in determining the amount of a customer's bill.

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.

1. If an error in billing occurs and results in overcharging a customer, the 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.
2. If an error in billing occurs and results in undercharging a customer, HBPW may bill the customer for up to the 12 month period immediately preceding the discovery of the error. A customer may request a repayment plan up to the number of months used to calculate the undercharge amount.

8.5 Account Security Deposits

The Holland Board of Public Works requires account security deposits from all tenants that do not have 12 consecutive months established good credit with the HBPW. The HBPW shall not provide water services to the premises until it receives from the tenant, or an individual or entity acting on behalf of the tenant, a security deposit. A security deposit may be reduced or waived if customer has not less than 12 consecutive months established good credit with HBPW. Additionally, the 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 the 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 the HBPW has had more than one (1) payment from the



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tenant's account returned within the last 12 months for insufficient funds or for no account, excluding bank error.

Security deposits will be collected 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, then the amount shall be equal to two (2) times the utility system average monthly bill for residential service as determined annually HBPW.
2. A deposit required as a condition of obtaining a new commercial or industrial service, or when it is required for providing or continuing commercial or industrial service due to a prior outstanding account that is not in dispute, then the amount shall be equal to two (2) times the average or estimated monthly bill for a similar commercial or industrial customer's service.
3. The amount of the deposit required as a condition of providing, restoring, or continuing residential, commercial or industrial service due to shutoff for nonpayment shall be determined as follows:
 - a. If the customer has been disconnected once within the last three years, then the deposit shall be two (2) times the average or estimated monthly billing for the premises.
 - b. If the customer has been disconnected twice within the last three years, then the deposit shall be three (3) times the average or estimated monthly billing for the premises.
 - 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.
4. The amount of the deposit required as a condition of providing, restoring, or continuing residential, commercial or industrial service due to unauthorized use, diversion, or interference shall be four (4) times the average monthly bill for the premises.
5. Holland Board of Public Works may also require payment of the delinquent account and approved charges as a condition of providing, restoring, or continuing service if the prior account is in the customer's or applicant's name, is delinquent and owed to HBPW and accrued within the last six (6) years.
6. Deposits shall be refunded, upon request, to the tenant, or to the individual or entity that paid the deposit on behalf of the tenant upon a customer's completion of consecutive months of good credit history or upon the termination of utility service with the account in good standing.



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8.5.1 Liens as Security

(Following sections are from the City of Holland Ordinance Code, Chapter 37: Water)

LIEN AS SECURITY FOR COLLECTION OF SERVICE CHARGES

Created

Except as otherwise provided or limited by state law, the city shall have as security for the collection of all charges for water services as authorized by the Collection of Water Charges Act, a lien upon the premises to which such water services were supplied. Such lien shall become effective immediately upon the distribution or supplying of such water service or services to such premises, but shall not be enforceable for more than three (3) years. The term "charges for water services" shall mean the rates, any assessments, fees, or rentals due or to become due, respectively, 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.

Placement on Tax Rolls

Those charges which are delinquent for three (3) months or more on June 30 of each year shall be reported by the city auditor to the council at the first meeting thereof in the month of July. 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 water charges which have remained unpaid for a period of three (3) months or more prior to June 30, which have not been paid by October 1, shall be assessed upon the city's tax roll against the premises to which the water services were supplied or furnished and that such charges shall be collected in the same manner as the city taxes on such tax roll.

Enforcement

All such water charges which remain unpaid on October 1 shall be transferred to the city's tax roll and assessed against the premises to which the water service was supplied or furnished. This assessment shall be collected with, and in the same manner as, city taxes. If the same have remained delinquent and unpaid after the expiration of the time limited in the treasurer's warrant for the collection of taxes levied in such tax roll, such charges shall be returned to the county treasurer to be collected in the same manner as the lien created by city taxes on the delinquent tax roll of the city.



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Protection of Landlord, Notice of Lease and Security Deposit

If the owner of a premises which receives water services provided by the city shall lease such premises to a tenant who is responsible under the lease for the payment of the charges for water services accruing subsequent to the filing of an affidavit by the property owner with the board of public works, said affidavit to affirm the execution of such a lease containing a provision regarding the tenant's responsibility for payment of the charges for water services and to contain a notation of the expiration date of the lease, then the charges for water services provided to such premises shall not become a lien against the premises after the date such affidavit is received by the HBPW. The property owner shall give to the HBPW twenty (20) days' notice of any cancellation, change in, or termination of the lease.

Immediately after the filing of such affidavit, 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 cash deposit according to section 8.5 account security deposits, or it receives record of a previously established good credit history of not less than 12 consecutive months, as security for the payment of the water charges. Residential tenants who have no credit history shall not be required to post a cash deposit or surety bond to obtain water services. 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 the 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 check from the tenant's account returned within the last 12 months for insufficient funds or for no account, excluding bank error. Deposits shall be refunded to the tenant, or to the individual or entity that paid the deposit on behalf of the tenant, and surety bonds shall no longer be required, upon a customer's completion of 12 consecutive months of good credit history, or upon the termination of utility service with the account in good standing.



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9.0 Water System Extensions

9.1 General

9.1.1 Request for Distribution System Extension

New water distribution projects may originate from a number of sources.

1. Residents may petition for an extension to city council through the city manager.
 - a. HBPW is directed to construct these main extensions.
 - b. The costs are recouped through special assessments and trunkage fees to the benefiting property owners.
2. Developers may extend mains.
 - a. The project is done by the developer under HBPW inspections.
 - b. The entire cost is paid by the developer.
3. HBPW may extend mains to improve the system.
 - a. HBPW constructs (usually with consulting engineer and contractor).
 - b. HBPW pays the costs, and creates an assessment record indicating the costs to benefiting properties. Trunkage, frontage, and /or stub fees must be paid in full at the time of connection.

9.1.2 Review & Approval Process

Plans and specifications will most likely be received from a consulting engineer. The review and approval process should include:

1. Response letter to engineer with comments, changes, etc.
2. Basic Design Requirements
 - a. Hydrant spacing should be approximately 400 feet and be approved by the local fire department. Spacing is dependent on zoning of area serviced.
 - b. Dead ended mains over 500 feet shall be discouraged and looping policies shall be followed.
 - c. Water mains in residential areas shall be a minimum of eight inches (8") in diameter. Commercial areas shall be twelve inches in diameter (12").
 - d. Adequate fire flows of 2000 GPM for two (2) hours shall be able to be achieved.
 - e. Access to fire hydrants is required. Hydrants shall be public and within any and all easements and shall have an independent isolation valve.
 - f. Water main utility easement shall be twenty feet (20') wide and centered over the as-constructed location of the water main. Any and all service valves shall be within the public right-of-way or within any easement.



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9.1.3 Ownership

HBPW shall provide, own, maintain and specify all of its distribution facilities including location, except as otherwise expressly provided by agreement between HBPW and a municipal entity. No ownership rights to HBPW Facilities shall pass to any owner(s), developer(s), or customer(s) by reason of any contribution required hereunder.

9.1.4 Availability of Water System Extension

The HBPW shall in its sole discretion determine whether or not any particular water distribution system extension shall be made, regardless of its intended use, and establish any special conditions or requirements that may apply, including but not limited to entering into an agreement with a developer, property owner(s) or governmental entity.

Water distribution system extensions are generally available throughout the water service area. Water distribution system extensions may also be available outside the water service area to serve individual customers. Water distribution system extensions outside the service area shall be installed at HBPW's discretion, and only with the approval of the local governing entity.

Water distribution system extensions shall be carefully examined if it will lead to a non-looped water main over 1,000 feet in length.

9.1.5 Water Main Looping Requirements

The water distribution system shall be designed to meet fire flow standards, maximize reliability of service, maintain stable and adequate pressure, and provide the highest quality of water to all customers.

Water main looping is important to meet these desired standards and is generally an accepted design requirement.

Private developers provide design services to extend public water distribution to service their own development. Water main looping requirements impose additional cost to the development and often benefit properties outside the development, raising disputes regarding equitable cost allocation.

The intent of this policy is to establish guidelines to determine when water main looping is required and how the cost for looping is allocated to affected developers.



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Guidelines for Determining Water Main Looping Requirements

1. Water main looping shall be required when dead ends cannot provide fire flows meeting state insurance service office standards.
2. Dead ends which can meet fire flow standards shall be minimized by looping whenever practical to assure maximum quality and reliability. The loop shall be considered practical when the length of additional water main required to loop the dead end is 50 percent or less than the dead end itself.
3. Water mains within a development site shall be extended to meet and connect to water mains adjacent to the site to provide water main looping.
4. Water mains shall be extended to meet the property line of neighboring undeveloped land when requested by HBPW. In these cases, dead ends are allowed on a temporary basis awaiting future development.

Guidelines

1. The developer shall pay the entire cost of looping including on-site and off-site water mains when the loop is necessary to provide adequate fire flows to his/her development.
2. A developer shall pay the entire cost for a water main extended to the property line to meet and connect to an existing water main adjacent to the development. The location of this extension shall be at a location determined by HBPW.
3. A developer shall pay the cost to extend the water main to the property lines of adjacent undeveloped land for future looping. If HBPW cannot determine the best location for the water main extension, the developer shall provide adequate funds and right-of-way to allow HBPW to extend the water main at a future date.
4. A developer shall pay for the size water main needed to provide fire flows. If a developer desires to oversize to eliminate his/her cost for off-site looping he/she shall pay the oversize cost to his/her property line up to 50 percent of his/her dead end length. HBPW shall pay oversizing above the developer needs if determined to be beneficial to the water distribution system. Oversizing only applies to mains larger than eight inches (8") in residential areas and twelve inches (12") in commercial and industrial areas.
5. HBPW shall pay costs for looping outside the boundary of the development and that portion inside the development exceeding 50 percent in length of the original dead end when HBPW requests the loop for other than meeting fire flow standards within the development.



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10.0 Services

All service stubs and connections to the water main must comply with the standards and specifications set forth by the HBPW and the Michigan Plumbing Code. All such lines and connections must be inspected either by HBPW personnel or the local licensed plumbing inspector to insure compliance. Complete descriptions of the specifications follow.

10.1 Service Line Standards and Specifications

1. All work performed in the public right-of-way or dedicated easement must be inspected and approved by HBPW. Installation of water leads shall be done in accordance with HBPW specifications.
2. Water lines from the house to the main shall not be backfilled until inspection and approval has been given by the local licensed plumbing inspector.
3. All locations of water service leads shall be approved by HBPW.
4. The minimum size of water leads shall be one inch (1").
5. Approved material for house leads:
 - a. Sizes one inch (1") through two inch (2") shall be Type K copper - ASTM B-88.
 - b. Sizes larger than two inches (2") shall be ductile iron - AWWA C106, AWWA C110, or AWWA C 151.
 - c. Any other materials for use on private property must meet with approved material list in Table 605.3 of the current Michigan Plumbing Code. HBPW recommends Type K copper for two inches (2") and under and HDPE Polywrapped Ductile Iron for services larger than two inches (2").
6. Fittings for copper leads shall be flared or compression type. No soldered joints are allowed in any underground installations.
7. All water service leads shall be installed at a minimum depth of five feet (5') with reference to the center line of the road. Separation of water and sewer shall be in accordance with Section 603.2 of the current Michigan Plumbing Code. The curb box shall be located seven feet (7') from the property line or in a location approved by HBPW. The service lead shall run at ninety degrees (90°) to the main at the connection to the main and then ninety degrees (90°) to the front of the building at the curb box.
8. All customer service connections are for the exclusive use of the building in which the service is connected and shall not be shared with or extended by the customer to another building. Customer service connections shall be installed from the water main to the customer's building in the most direct manner consistent with good engineering practice. The pipe comprising the connection shall cross only that



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legally described property upon which the building to be served is located unless an easement approved by HBPW is acquired.

10.2 Installation of Service Lines

1. The installation of all water service facilities shall be under the direction of and subject to approval by HBPW. Only duly authorized persons shall be permitted to install a service connection from HBPW's main to the customer's premises.
2. The customer shall pay for all labor and material required for the installation of service pipe from the water main to the customer's water meter location.
3. Each service shall consist of a corporation stop, necessary tubing or piping and curb stop complete with service box.
4. Ductile iron service installations must be encased in high-density polyethylene with a minimum thickness of eight millimeters (8 mm).
5. Ductile iron pipe laying and backfilling shall be performed in accordance ANSI/AWWA C600. Copper services shall be installed in accordance with manufacturer's recommendations. All ductile iron services shall be bedded with class II or III sand in accordance with Michigan Department of Transportation (MDOT) specifications. Bedding shall be placed in trench bottom to six inches (6") below the bottom and twelve inches (12") above the top of pipe and compacted to 95 percent density based on AASHTO T180. Backfill as appropriate:
 - a. Inside the road right-of-way: driveways, sidewalks, parking areas, etc. shall be backfilled with Class II sand in accordance with MDOT specifications. Place and compact material in continuous layers not exceeding 12" compacted depth. Compact to 95 percent density based on AASHTO T-180.
 - b. Outside the road right-of-way: shall be backfilled with original excavated material reasonably free of roots, rocks, debris, large weeds and foreign matter as approved by HBPW personnel. Backfill shall be placed and compacted in continuous layers not exceeding twelve inches (12") compacted depth. Compact to 95 percent density based on AASHTO T-180.
6. Service lines up to two inches (2") in diameter shall be tested by HBPW personnel at the same pressure as the water main to which the service line is connected normally operates. Service lines two inches (2") and larger shall be inspected and pressure tested by HBPW personnel at 150 psi for two hours. The entire service line shall be completely free of leaks under test conditions. Bacteriological samples must be taken and tested by HBPW personnel in accordance with AWWA Standard C651. Tests taken or performed by other agencies will not be accepted.
7. Property owners are allowed to connect to an existing water service stub whether they are licensed plumbers or not, as long as it is their own service. The private



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property owner is not allowed to alter or interfere with that portion of the service defined as the distribution system.

8. At the time the new service is installed, all existing unused services must be terminated and abandoned. Such terminations must be inspected and approved by HBPW personnel.

10.3 Service to Multiple Buildings

Each separate building must have its own water service connection to the distribution main. Any deviations from this policy must have written approval from the HBPW.

10.4 Maintenance of Service Connection, Thawing of Services

1. It is the intent of the HBPW that all underground water pipes in the right-of-way from the water main to the customer's property line or curb stop, whichever comes first be maintained by the HBPW. This maintenance includes repair of leaking water service, curb box maintenance, and curb stop replacement.
2. In case of frozen water lines within the right-of-way, the HBPW shall provide a thawing service according to the following policy:
 - a. HBPW will respond to requests to thaw frozen services.
 - b. If the freezing occurs in the portion of the water service belonging to the HBPW (i.e. from the main to the curb stop) the customer will not be charged for thawing.
 - c. HBPW will bear the cost of lowering its portion of the water service if the freezing problem has been caused by the shallow depth of the service.
 - d. HBPW may authorize the customer to run water to prevent additional freezing until the replacement can be made. The additional water used will be deducted from the customer's utility bill.
 - e. If the freezing occurs after HBPW has lowered the water service from the main to the curb stop, the customer will be responsible for the cost of thawing the service.
 - f. If the freezing problem is in the customer's portion of the service the expense of rectifying the problem, should the customer choose to do so, is the responsibility of the customer.
 - g. Any damage caused to the customer's portion of the service as a result of freezing and/or thawing must be repaired at the customer's expense.
3. A water customer whose current service is in sound working order, but who wants a larger service installed, must absorb the entire cost of replacement from the main to the building. The customer's plumbing contractor must terminate the old service at the time replacement occurs.



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4. A leaking service in the right-of-way between the curb stop and the main shall be terminated and replaced by the same size service, but not less than one inch (1") diameter. HBPW will be responsible for the work and absorb the cost.
5. If a customer elects to replace their portion of the water service due to inadequate flow caused by blockage in old pipes, HBPW, upon application by the customer, will replace the portion of the water service from the main to the curb stop, thus ensuring adequate flow throughout the service. HBPW will replace the service provided that the portion of the service from the main to the curb is approximately the same age as the customer's portion and that HBPW confirms the low flow conditions.
6. HBPW shall not be responsible for any loss or damage caused by improper installation of such water equipment or the negligence, want of proper care or wrongful act of the customer or any of their tenants, agents, employees or contractors in installing, maintaining, using operating, or interfering with such equipment. HBPW shall not be responsible for damage to property caused by spigots, faucets, valves, and other equipment that are open when water is turned on at the curb box, either when the water is turned on originally or when turned on after a temporary shutdown. The customer shall keep their own service pipe from the curb stop in the right-of-way to the meter in good repair and free from leaks at their own expense.

10.5 Control of Water Service

No person other than an employee of the HBPW, or a licensed plumber authorized by the HBPW, shall open or close the outside valve (curb stop in the right-of-way) on the Customer's Service Connection.

(Following sections are from the City of Holland Ordinance Code, Chapter 37: Water)

Reconstruction of Water Main; New Service; Lien for Charges

(a) In the event the city repairs, restores, or reconstructs a water main and the city determines that the water supply system of the property owner is defective, violates the provisions of this chapter, or is otherwise functionally inoperable or incompatible with the newly installed water main, the property owner shall be responsible to install a new water service to the public main. All costs incurred for the new water service connection shall be paid by the property owner.

(b) The city shall be permitted to construct the new water service and enter on private property for such installation if a property owner fails to construct a new water service pursuant to subparagraph (a) hereof. The city shall recover from the property owner a fee determined by HBPW for installing such service or device. If reimbursement is not paid within 60 days after demand has been made by the city,



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the amount demanded shall be deemed a lien on the property for water service furnished to the property and shall be subject to foreclosure and enforcement in accordance with the statutes of this state.

10.6 Fire Service

10.6.1 General

1. Unmetered water service for the sole purpose of fire protection is available. A flat monthly rate, based on the size of the service and other factors, shall be charged for such services.
2. A fire service connection will be furnished only if adequate provision is made to prevent the use of water from such service for purposes other than fire extinguishing or maintenance of the firefighting system. Size of the service connection to the main shall be subject to the approval or disapproval of HBPW.
3. All external fire services shall be inspected and pressure tested by HBPW personnel at 150 psi for two hours. The entire service line shall be completely free of leaks under test conditions. Bacteriological samples must be taken and tested by HBPW personnel in accordance with AWWA Standard C651. Tests taken or performed by other agencies will not be accepted.

10.6.2 Rules and Regulations for Fire Service Installation

1. Plans for fire service installations showing the following items, if used, must be submitted to HBPW for approval prior to installation:
 - a. All underground piping - valves, hydrants, pits, etc.
 - b. Sizing and material of all piping
 - c. Domestic service connections
 - d. Remote Fire Department pumper connection location and if a ball drip valve will be installed
 - e. Backflow preventer type and locations
 - f. Main drain and inspector test locations and discharge details
 - g. Additive type and installation points
 - h. Auxiliary supplies
 - i. Elevated tanks
 - j. Reservoirs
 - k. Booster pumps
 - l. Jockey pumps and supply piping detail
2. Service installations must be encased in high-density polyethylene with a minimum thickness of eight millimeters (8 mm).



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3. Connections for domestic use must be made outside of the building, upstream of any post indicator valve and/or backflow preventer on the fire service, and require the installation of a separate curb stop and valve box.
4. A minimum of a double check valve assembly is required on all new fire protection services. For combined domestic water/fire protection services with fire department pumper connections, the installation of a reduced pressure backflow preventer is required.

10.6.3 Fire Hydrant Use

HBPW may approve the use of fire hydrants for purposes other than fire protection and distribution system maintenance. Such purposes may include provision of a temporary water service for construction, irrigation, drinking fountains, and swimming pools.

1. A person who wishes to apply for permission to use a fire hydrant must complete an [application](#) at the HBPW office. Approval of the application is at the sole discretion of HBPW.
2. All water drawn from a fire hydrant will be metered using a temporary meter provided by HBPW. The user will be charged a rate according to the fee schedule for water use.
3. A rental charge will be required for the use of the hydrant and the backflow prevention device. Rental rates will be charged according to Fee schedule.
4. Hydrant Usage Rules:
 - a. Hydrants must be fully open and controlled with a meter valve.
 - b. Meters shall not be attached overnight and shall be brought in at the end of each work day.
 - c. Any persons using water from a fire hydrant must use backflow prevention equipment that is either provided by or approved by HBPW.
 - d. The customer is responsible for the cost of repair or replacement due to loss of or damage to hydrants and equipment issued, and will be charged a replacement fee for any equipment not returned to HBPW in usable condition.
5. If a user does not comply with the above usage rules, HBPW may prohibit them from further use of hydrants.

10.6.4 Private Fire Hydrants

1. Private hydrants are not permitted without HBPW and local fire department approval.
2. Private hydrants must be painted all red, if installed.
3. Private hydrants must be operational at all times and must be maintained in accordance with the requirements of the local Fire Marshal.



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4. Weep drains in private hydrants must be plugged.
5. Private hydrants may only be used for fire system maintenance unless a HBPW issued hydrant meter and backflow preventer are used.
6. All water drawn from a private hydrant will be metered using a temporary meter provided by HBPW. The user will be charged a rate according to the fee schedule for water use.
7. A rental charge will be required for the use of the hydrant and the backflow prevention device. Rental rates will be charged according to the current fee schedule.

10.6.5 Remote Fire Department Connections

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

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

1. Soils must be well draining (sand or gravel); and
2. groundwater levels must be below the draining valve; and
3. there is no evidence or record of groundwater contamination in the area; and
4. ball drip valves is placed on a minimum of six inches (6") of pea stone. Installation shall include a tile (drain pit) to the surface with an access cover so soil and groundwater conditions can be verified. Ball drip valve cannot be installed in a sealed pit or vault unless it drains via gravity to an open air situation (i.e. a pit is installed with a drain away to the side of a bank; draining to a storm sewer is not allowed).

If the above conditions cannot be met, then a drain pit is not required but a RPZ (reduced pressure zone backflow preventer) must be installed on the fire service inside the building.

10.6.6 Automated Sprinkler Systems

The local building official approves and inspects the plans, internal piping and installation of the backflow preventer. The local building official will require records of a flow test on the public main for supply pressures and flow rates. The flow test shall have been conducted within the previous year without any major changes to the public distribution system.



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Backflow preventer:

1. Installation shall be the appropriate double check valve assembly or a reduced pressure zone assembly. Double Check Detector Assemblies (DCDA) and Reduced Pressure Detector Assemblies (RPDA) are not allowed since HBPW does not read the detector meters.
2. Backflow preventers are not required on the fire suppression system for deluge, pre-action or dry pipe systems. However, if a remote FDC with a ball drip valve is installed on one of these systems, backflow prevention will be required.
3. Installation per ASSE Seal Authorizations including direction of flow (horizontal, vertical flow up, etc.). Assembly must include listed valves and test cocks.
4. Backflow preventer shall be tested (Michigan Plumbing Code 312.9.2) at time of installation with copy submitted to HBPW.

10.7 Water Service Line Replacement as Required by the Lead and Copper Rule

Certain water services maintained by the HBPW meet the definition of a lead service line in accordance with R 325.10410 of 2018 MR 11 (effective June 14, 2018), adopted by the Michigan Department of Environmental Quality pursuant to Section 5 of the Public Act 399 of 1976, MCL 325.1005 (Lead and Copper Rule or “LCR”). The LCR defines a lead service line as either a service line which is made of lead or any lead pigtail, lead gooseneck, or other lead fitting that is connected to the service line, or both.

The HBPW, pursuant to the LCR, is responsible to install a new non-lead service line at the HBPW's expense. The customer may choose to either:

- a. Execute an access agreement allowing the HBPW, its employees, agents, or contractors to enter on the property to construct and install the new non-lead service line.
- b. Execute a declination of service line replacement which advises the Customer that such declination could result in required service line replacement at the end of the schedule for replacement (January 1, 2041). The customer shall also permit water sampling and testing pursuant to the requirements of the LCR.

Customers who refuse to comply with either option may have service shut off after proper notice as described in Section 5.9.



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After installation of the new, non-lead service line, the responsibility of the Customer and the HBPW shall revert to the responsibilities prior to the installation of the new, non-lead service line. After the expiration of any warranty period, the Customer shall hold the City harmless and free from any claim or liability of damage done in the performance of the water service line replacement.



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11.0 Booster Pumps

Where the customer uses a booster pump to increase pressure to the Customer's internal plumbing, the pump shall be of such capacity to maintain the suction side of the pump at or above 20 psi.

Where a jockey pump is used to maintain pressure on fire sprinkler systems or other unmetered Fire Service, the jockey pump must take suction from a metered Customer Water Service.

The customer shall suitably pipe, valve and protect all booster pumps such that the boosted pressure will not cause backflow into HBPW's water distribution system. All booster pumps having a capacity that could develop velocities in excess of 10 feet per second in the customer water service shall have modulating valves installed on the discharge so that start-up or shut-down pressure surges will not be generated back into HBPW's water distribution system.



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12.0 Cross-Connection Control

12.1 General

Any user of water from the Holland water supply system shall comply with the City of Holland Cross Connection Control Program, which is on file at the HBPW Service Center.

12.1.1 Policy

1. Cross connections of the public water supply system including, but not limited to, the following are prohibited:
 - a. Between a public water supply system and a secondary water supply
 - b. By submerged inlet
 - c. Between a lawn sprinkling system and the public water supply system
 - d. Between a public water supply system and piping which may contain sanitary waste or a chemical contaminant
 - e. Between a public water supply system and piping immersed in a tank or vessel which may contain a contaminant
2. HBPW shall have the authority to inspect any premises to determine the presence of an existing cross-connection. If a cross-connection is discovered, the expense of its elimination shall be that of the property owner on which such cross-connection exists. The amount of time allowed for completion of the necessary corrections shall be determined by the degree of hazard involved.
3. Any user of the Holland water supply system shall obtain approval from HBPW for any proposed corrective action or protective device before use or installation. No person or persons shall remove a backflow prevention device without permission of HBPW.
4. When a secondary water supply is used in addition to the public water supply, exposed public water and secondary water piping shall be identified by distinguishing colors or metal tags. These identifying markings shall be maintained so that each pipe may be traced readily in its entirety. Identifying piping adequately will make it necessary to protect the public water supply at the service line valve in a manner acceptable to HBPW.



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5. HBPW shall discontinue water service after reasonable notice to any person owning any property where a cross-connection in violation of this ordinance exists. The customer may also be responsible for a service call or shutoff fee as appropriate. If the correction has not been made in such time as ordered, HBPW shall physically separate the Holland water supply from such piping system in such a manner that the two systems cannot again be connected by an unauthorized person. HBPW may take such other precautionary measures as necessary to eliminate any danger of contamination to the Holland water supply system. Water service to such property shall not be restored until such cross-connection has been eliminated.
6. Any person causing contamination of the water supply due to backflow shall indemnify HBPW for any additional expenses, including attorney fees, and costs caused by such a backflow, or any other pertinent factors.

12.2 Cross-Connection Ordinances

(Following sections are from the City of Holland Ordinance Code, Chapter 37: Water, and are included below for convenience. The language of the current Ordinance Code dictates in the event of a discrepancy)

1. [Sec. 37-21 Definitions.](#)
For the purpose of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:
2. [BACKFLOW](#)
Water of questionable quality, wastes or other contaminants entering a public water supply system due to a reversal of flow.
3. [CROSS-CONNECTIONS](#)
A connection or arrangement of piping or appurtenances through which a backflow could occur.
4. [SAFE AIR GAP](#)
The minimum distance of a water inlet or opening above the maximum high water level or overflow rim in a fixture, device or container to which public water is furnished which shall be at least two times the inside diameter of the water inlet pipe; but shall not be less than one inch and need not be more than 12 inches.
5. [SECONDARY WATER SUPPLY](#)
Secondary water supply means a water supply system maintained in addition to a public water supply including, but not limited to, water systems from ground or surface sources not meeting the requirements of Act No. 399 of the Public Acts of Michigan of 1976 (MCL 325.1001 et seq.) and sections 3, 6, and 10 of Act No. 98 of the Public Acts of Michigan of 1913 (MCL 325.201 et seq.), as amended, and sections 9 and 427 of Act No. 380 of the Public Acts of Michigan of 1965



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(MCL 16.101 et seq.), as amended, or water from a public water supply which in any way has been treated, processed or exposed to any possible contaminant or stored in other than an approved storage facility.

6. [SUBMERGED INLET](#)

A water pipe or extension thereto from a public water supply terminating in a tank, vessel, fixture, or appliance which may contain water of questionable quality, waste, or other contaminant and which is unprotected against backflow.

7. [WATER UTILITY](#)

The City of Holland, acting by and through its Holland Board of Public Works, Water Department.

8. [Sec. 37-22 Compliance with existing laws.](#)

A *connection* with a public water supply system shall comply with the existing laws and rules including Act No. 407 of the Public Acts of Michigan of 2016 as amended, and the provisions of this Code.

9. [Sec. 37-23 Cross-connections prohibited.](#)

Cross-connections of the public water supply system or source including, but not limited to, the following are prohibited:

(a) Between a public water supply system and a secondary water supply.

(b) By submerged inlet.

(c) Between a lawn sprinkling system and the public water supply system.

(d) Between a public water supply and piping which may contain sanitary waste or a chemical contaminant.

(e) Between a public water supply system and piping immersed in a tank or vessel which may contain a contaminant.

10. [Sec. 37-24 Elimination of existing cross-connections.](#)

The expenses of eliminating cross connections shall be paid and charged to the owner of the property on which such cross-connection exists, provided however, that any existing cross-connection which creates an immediate and substantial hazard to the public health of the community shall be corrected, upon notice to the property owner by the Water Utility, in such amount of time as determined necessary by the Water Utility. If the correction has not been made in such time as ordered, the Water Utility shall physically separate the public water supply from such piping system in such a manner that the two systems cannot again be connected by any unauthorized person, and the Water Utility shall charge all fees, expenses, and charges (including administrative charges) to the owner of the property. The Water Utility shall be permitted to file a lien for such charges, if the amount is not paid by the property owner, as may be permitted by law.

11. [Sec. 37-25 Local cross-connection control program.](#)

The Water Utility shall maintain a comprehensive control program for the elimination and prevention of all *cross connections* meeting the approval of the Michigan Department of Environmental Quality (MDEQ).



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12. [Sec. 37-26 Correction and protective devices.](#)
Upon notification of a violation of this division, the owner of the property in question shall promptly correct such violations. Prior to using or installing any protective device or taking any proposed corrective action, users of city water shall first obtain written approval of the Water Utility. The total time allowed for completion of the necessary corrections shall be contingent upon the degree of hazard involved and include the time required to obtain and install equipment. If the *cross connection* has not been removed within the time specified, the Water Utility may discontinue water service or may require correction pursuant to 37-24.
13. [Sec. 37-27 Piping identification.](#)
When a secondary water service is used in addition to the Holland water supply, exposed Holland water and secondary water piping shall be identified by distinguishing colors or metal tags and so maintained that each pipe may be traced readily in its entirety. It will be necessary to protect the Holland water supply at the service connection in a manner acceptable to the Water Utility.
14. [Sec. 37-28 Inspection and Backflow Device Testing.](#)
The Water Utility or any representative thereof shall have the authority to inspect any premises to determine the presence of an existing cross-connection. All backflow devices shall be tested according to the requirements of Act No. 399 of the Public Acts of Michigan of 1976 (MCL 325.1001 et seq.) All new devices shall be tested upon installation prior to being placed into service. Testing shall be performed by an individual meeting the requirements of Act No. 399 of the Public Acts of Michigan of 1976 (MCL 325.1001 et seq.)
15. [Sec. 37-29 Facility Fire Protection System Upgrade Requirement](#)
If a facility extends their current fire protection system, or makes other significant changes to existing fire protection system piping, the division, extension, or change may require the fire protection system to be upgraded up to the latest Michigan Plumbing backflow protection standards. Any fire protection system which contains any additives will require to be protected by a reduced pressure zone assembly.
16. [Sec. 37-30 Discontinuance of water service.](#)
In addition to the other remedies specified in this chapter, the Water Utility is hereby authorized to discontinue water service after reasonable notice to any person owning any property where a cross-connection in violation of this Code exists or for delinquent testing of backflow device. The Water Utility may take such other precautionary measures as necessary to eliminate any danger of the contamination of the Holland water supply system. Water service to such property shall not be restored until such cross-connection has been eliminated.



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12.3 Installation of Backflow Prevention Devices

The customer will be required to install a backflow prevention device on a customer water service to assure containment when the HBPW determines that an unprotected cross-connection exists. The backflow prevention device shall be purchased, installed, tested and maintained by the customer. The customer must obtain HBPW's approval of the type and manufacturer of the device. The customer shall install the device at the termination of the customer water service at the outlet side of the secondary valve and shall be installed in accordance with good design practice. Unprotected bypasses are not permitted.

If, in the opinion of HBPW, the building use represents an extreme hazard, or that multiple hazards exist within the building, or customer piping (internal or external) is too complex to provide for reasonable inspection, or there exist a high potential for future cross connections, a backflow prevention device may be required at the service location, in addition to internal protection.

12.4 Inspection and Maintenance of Backflow Prevention Devices

Backflow prevention devices must be installed in an area that will permit easy access for inspection, testing, and maintenance. HBPW shall specify inspection and testing of all backflow prevention devices on a regular schedule. If a device is found to be defective, the customer shall repair or replace the equipment as necessary within thirty days. The customer shall then notify t HBPW of compliance. Test results shall be sent to the HBPW Water/Wastewater Services Department. HBPW will conduct a follow up inspection to ensure compliance.

The customer shall permit access for inspection by HBPW of any backflow prevention devices and all internal plumbing with reasonable prior notice.

12.5 Compliance

The customer must immediately correct any potentially hazardous backflow condition found during an inspection of internal plumbing. Failure to take adequate corrective action may result in termination of water service.

12.6 Severe Hazard Locations

Customer water services serving the following facilities must be protected against backflow. A safe air gap or reduced pressure backflow preventer is generally specified for the following uses:



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1. Hospitals, clinics, sanitariums and biological research centers
2. Morgues, funeral homes and other places with autopsy facilities
3. Waste-treatment plants (both solid and liquid waste)
4. Chemical plating plants
5. Industrial plants having complex plumbing systems not visually traceable in their entirety
6. Premises with an auxiliary water supply
7. Premises where inspection is restricted
8. Laboratories
9. Marinas
10. Food and beverage processing plants
11. Petroleum processing or storage plants
12. Radioactive material processing plants
13. Premises with reclaimed water systems
14. Facilities using treated water for process purposes
15. Car Washes

A pressure-type vacuum breaker is recommended for the following uses:

1. Underground lawn sprinkler systems
2. Irrigation systems

12.7 Secondary Supplies

A customer's potable water plumbing cannot be connected to any well-water or surface water source, or to any water storage tank not approved by HBPW.



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13.0 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

13.1 Fee Schedule

The link below will open the current Fee Schedule for Services.

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

14.0 Revisions

*(Most recent revisions are in **yellow.**)*

Date	Initials	Revision Description