



Broadband Rate Book General Terms & Conditions

Holland Board of Public Works (HBPW)

Updated January 2021



Holland Board of Public Works
Broadband Rate Book General Terms & Conditions

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1.0 Introduction

The HBPW owns and operates a fiber-optic network in the greater Holland area. This backbone system was installed in 1992 to improve communications between electric substations, and has expanded to service the greater Holland area.

2.0 Definitions

ACTIVE ETHERNET – Subscribed Ethernet service for data transit utilizing HBPW electronics with dedicated bandwidth typically measured in megabits per second.

BROADBAND - A method of communication where the signal is transmitted by being impressed on a high-frequency carrier.

COLOCATION SERVICE – Dark fiber service option allowing Customer to locate equipment at HBPW facilities.

CONNECTION – A physical and/or logical bandwidth termination.

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

DARK FIBER - Optical fiber infrastructure that can be utilized by customers providing their own electronic equipment at the termination points.

DEMARCATIION POINT – The physical point at which the HBPW’s network ends and the customer’s private network begins. This could also be referred to as the termination point.

ETHERNET - A standard protocol (IEEE 802.3) for a local area network (LAN) bus using carrier sense multiple access with collision detection (CSMA/CD) as the access method. Ethernet is a standard for using various transmission media, such as coaxial cables, unshielded twisted pairs, and optical fibers.

FACILITIES – A general term which includes devices, associated structures and the like, used as a part of or in connection with a fiber installation.



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FIBER OPTICS - Communications systems that use optical fibers for transmission. Optical Fiber is thin glass wire designed for light transmission, capable of transmitting billions of bits per second. Unlike electrical pulses, light pulses are not affected by random radiation in the environment.

GPON (Gigabit Passive Optical Network) – A point to multipoint network comprising of an Optical Line Terminal (OLT) and Optical Network Units (ONUs) used to provide Shared Gigabit Service.

HOLLAND BOARD OF PUBLIC WORKS (HBPW) - When used in these Rules and Regulations, HBPW is an abbreviation meaning the Holland Board of Public Works

ISP – Internet Service Provider, a company supplying connectivity to an Internet point of presence location.

MDU – Multi-dwelling Unit. A classification of a building where multiple separate tenants live or work within a single structure with a common landlord. A common form is an apartment building.

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 broadband rates and the terms and conditions governing its application as established by the HBPW's rate-making body.

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

SHARED GIGABIT – Subscribed GPON service for data transit utilizing a shared Gigabit network transport.



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3.0 General Provisions

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

3.1 Obligations

The obligations of both parties commence when the HBPW begins to supply service and continues until either party has received from the other any form of communication (i.e. email, telephone call, or written) notice to discontinue service, unless otherwise specified in a contractual agreement.

3.2 Rules and Regulations

A customer that commences service under any of the HBPW rate schedules hereby agrees to abide by all of these Terms & Conditions.

3.3 New Service Account Requirements

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

1. Full Name / Legal Business 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 / Tax ID Number
7. Contact Name

3.4 Privacy Policies

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,



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post, or make visible or set out for open view on a computer device, computer network, website, or other electronic medium or device.

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

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



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use of all or more than four sequential digits of a social security number in the ordinary course of business to:

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

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

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

When necessary, documents that contain social security numbers will be properly destroyed by a method that prevents display of the whole social security number. These methods include, but are not limited to, deletion from HBPW's computer systems and networks, partial redaction of information, and shredding or placement in a secure disposal removal system. HBPW prohibits the unauthorized removal of social security numbers, in any medium, from HBPW's business premises.



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

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



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3.4.1 E-Services Privacy Policy

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

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

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

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

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

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

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)



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signals, Wi-Fi access points, and cell tower ids. If you choose to use these Location Based Services, you agree that we may receive Location Data. If you don't want us to receive your Location Data, you may re-configure the settings on your mobile device to turn off location-sharing features. However, please be aware that turning off device location-sharing features may result in the inability to use our Location Based Service and your use of the Service may be negatively impacted.

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

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

4. *The Way We Use Personal Information.*

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

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

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



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



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

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

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

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

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



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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.

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.

3.5 Terms and Conditions

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

3.5.1 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.



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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.

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



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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 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



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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.

3.6 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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3.7 Service Governance

Service may be further governed by the HBPW standard rules and regulations.

3.8 Customer Classification

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 manufacturing goods or services for sale as an organized action.

Commercial and Industrial classification will be assigned based on City or Township tax records.

It is the customer's responsibility to notify HBPW of any change to their tax classification.

3.9 Initial Term of Contract for Service

Initial term of contract for service under any rate shall be for a minimum of twelve (12) consecutive months, unless otherwise specified in a contractual agreement.



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4.0 Service Conditions

4.1 Description of Service

4.1.1 Active Ethernet

This service provides an Ethernet interface at dedicated bandwidths from 0.5 to 2000 Mbps. Multiple connections are available. Point to point bandwidth service is also available between the customer building and one of our connected ISPs. This service is billed per connection. Construction costs, setup fees, and bandwidth rates are available upon request.

4.1.2 Shared Gigabit

This service provides an Ethernet interface at bandwidths from 100 to 1000 Mbps. Data transit is via a best effort shared network with no guarantee as to throughput. This service is best suited for Internet access. Construction costs, setup fees, and bandwidth rates are available upon request. Shared Gigabit service is subject to availability

Shared Gigabit Service is offered in the following service options:

1) Transit Only

Transit Only Shared Gigabit service provides connections between two or more points on the HBPW network. This option can be used to connect to a Partner Internet Service Provider for Internet service. This service is billed on a per connection basis.

2) Internet Service

Internet service provides connectivity between the customer's location and the Internet. Internet service is provided by HBPW.

3) Enhanced Service

The Enhanced Service Option may be added to either Transit Only or Internet Service. This option adds the following features:



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- Static IP Addresses
- Service Level Agreement
- Enhanced reliability
- Proactive communication
- Priority restoration

4) Multi-Dwelling Unit Option

Property owners that have multiple tenants may subscribe to the Multi Dwelling Unit (MDU) Option. This option allows the subscriber to connect other tenants (sub-subscribers) to a single Shared Gigabit service. HBPW will provide a single Shared Gigabit service connection and the subscriber will be responsible for network connections to sub-subscriber. A maximum of 5 sub-subscribers is permitted.

4.1.3 Dark Fiber

Dark fiber is leased on a per strand, per foot, per month basis, with an aggregate minimum per month. This option allows the customer to design, install and maintain the electronic equipment required.

Dark Fiber is offered with a Colocation Service option that allows the customer to install and maintain network equipment at available HBPW facilities.

Installation estimates, setup fees, and lease rates are available upon request.

4.2 Service Interruption

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



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1. May interrupt or suspend service at any time, either with or without notice, for inspection, repair, maintenance, alteration, or change on the customer's premises or elsewhere; and
2. Shall have no duty, obligation, responsibility, or obligation for or by reason of any such interruption or suspension of service, or for any damage or loss resulting therefrom; and
3. Will make a diligent effort to notify customers of planned outages, and keep customers informed of the status of outages.
4. If the customer subscribes to a service that has an associated Service Level Agreement (SLA), the HBPW will execute the agreement as prescribed. The Service Level Agreement is available upon request.



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5.0 Use of Service

5.1 General

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

5.2 Access to Premises

HBPW Staff will schedule appointments with the customer to enter the customer's premises to inspect, repair, or otherwise maintain HBPW equipment located on the customer's premise.

The customer will schedule appointments with HBPW to enter a colocation facility to maintain customer equipment located in a colocation facility. After-hours access is available for a fee.

5.3 Customer Owned Equipment

The HBPW is NOT responsible for maintenance of customer equipment.

Customer owned equipment may reside within available HBPW facilities if the customer has a valid Dark Fiber Lease agreement and utilizes the colocation service option.

5.4 Theft

All cases, where there is sufficient evidence, will be turned over to the Holland Public Safety Department and/or the City Attorney.

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

If the actual amount of service lost to the theft or diversion cannot be determined, the amount 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



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service prorated to the time the theft or diversion occurred.

There is no limitation on the time period for which past charges will be assessed.

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



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5.5 *Discontinuation of Service*

Broadband customers desiring to discontinue service must request discontinuation through the HBPW Broadband Department. Upon termination of service the Broadband staff will schedule an appointment to retrieve the HBPW owned electronic equipment from the customer premise.

Except as otherwise set forth herein, the BPW shall not issue credits for service lapses due to vacations or other non-use Broadband services. Notwithstanding the foregoing, a Residential Service User may request a seasonal hold which will be honored for a minimum period of three (3) months and a maximum period of six (6) months. The Residential Service User shall provide the BPW with the date the seasonal hold shall commence and the date the seasonal hold shall be lifted so that services resume. Only one seasonal hold shall be allowed per 12 month period.

5.6 *Equipment Location*

Bandwidth service may require the location of HBPW equipment on the customer's premise. The customer is responsible for maintenance of a clean, safe, and hazard-free environment for this equipment. The Customer shall be held liable for damage to HBPW equipment from acts of carelessness, negligence, or willful damage performed by the owner or their tenants. The HBPW will repair or replace damaged equipment, and the cost shall be billed to the customer.

6.0 Responsibility for Payment of Bills

6.1 *General*

Each HBPW Customer is responsible to pay all utility bills as rendered on or before the due date shown thereon. The Customer remains responsible for payment of the bills until the Customer orders service to be discontinued. Bills are rendered on approximately a monthly basis. Bills are mailed to Customers approximately fifteen (15) days before the due date shown on the bill. The Customer shall pay the net amount if paid on or before the due date on the bill. Failure on the part of the Customer, through no fault of the HBPW, to receive the bill shall not entitle the Customer to pay the net amount after the due date of the bill. If a bill remains unpaid, the HBPW shall have the



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right to discontinue service. In extenuating circumstances, a Customer will be afforded the opportunity to make payment arrangements.

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

The HBPW will charge a “Non-Sufficient Funds Fee” in accordance with Rule 15 for returned checks.

6.2 *Payment Receipt*

Application of the payment received shall be as the customer elects and notes in the appropriate area of the HBPW invoice.

The election for crediting partial payment must be made with the payment and subsequent request to alter the payment shall not be permitted.

6.3 *Late Charges*

A late payment charge of two percent (2) of the amount in arrears will be assessed when the next month’s bill is issued.

The late payment charge will not apply to any penalty portion of the customer’s bill.

6.4 *Billing Errors*

Providing an accurate and timely bill to all customers is a very important goal for the HBPW. In the event an error occurs as the result of an unintentional mistake, either by the customer or the HBPW, the following policy is provided to guide the resolution of the mistake. Intentional actions such as theft or fraud on the part of the customer will be handled by the Theft of Service policy. Intentional actions such as theft or fraud on the part of HBPW personnel will be handled by this policy.

Specifically:



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1. If the HBPW overcharges a customer due to a billing error caused by an unintentional mistake, the HBPW shall refund or credit the amount of the overcharge for a period of two years immediately preceding discovery of the billing error. In special circumstances, a longer period up to a maximum of six years may be used where there is no question as to the facts of the error such as when the error first occurred and the cause of the error. The facts of the error under consideration must not be disputed by either by the HBPW or the customer for consideration under these special circumstances. If the error is such that it is not possible to determine the effects on past decisions by the HBPW, the normal period of two years shall be used.
2. If the HBPW undercharges a customer, the HBPW will evaluate the circumstances and may bill the customer for the amount of the undercharge up to two years immediately preceding discovery of the error. The customer will be offered a period of time to repay the amount up to a period equal to the length of time the error occurred.
3. It is the customer's responsibility to request the initial rate and any subsequent rate changes for the service provided. All requests for initial rates and rate changes must be in writing. HBPW personnel will assist customers in determining the appropriate rates and make suggestions as to the best rate for the customer; however, it is the customer's responsibility to select the rate they desire. The HBPW will not retroactively adjust billings just because it is determined that a different rate would have produced a lower cost to the customer.
4. There is no limit of time on the recovery of overcharges by customers for intentional errors by HBPW personnel.



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7.0 Revisions

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

Date	Initials	Revision Description
01/20/21	PH	Colocation added

Approved by HBPW's Board of Directors January 11, 2021
Approved by Holland City Council January 20, 2021