



# **Broadband Terms of Service**

**Holland Board of Public Works**

**Effective December 15, 2025**

# Table of Contents

<b>General Terms of Service</b>	6
1. General Definitions	6
2. General Provisions	9
A. Emergencies – Immediate Danger or Life-Safety Hazards	10
B. Call Before You Dig Requirement	10
C. Obligations	10
D. Continuity of Service	11
E. Resale or Sharing of Service Prohibited	11
F. Lawful Use of Service	11
G. Governing Law and Venue	12
H. Remedies	12
I. Forms	12
J. Severability	12
3. New Customer Account Requirements	12
A. Residential Service Account	13
B. Business Service Account	13
4. Lien and Security Deposit Requirements	13
A. Lien as a Security for the Collection of Utility Charges	13
B. Unpaid Utility Charges; Placement on Tax Rolls	14
C. Protection of Landlord, Notice of Lease and Security Deposit	14
D. Security Deposit Requirements	15
5. Responsibility for Payment of Bill	15
A. General Payment Requirements	15
B. Estimated Consumption	16
C. Payment Methods	16
D. Receipt of Payment	16
E. Readiness to Serve Charge	17
F. Michigan Sales Tax	17

G. Late Charges	17
H. Payment Plan	18
I. Billing Errors	18
6. Service Disconnection and Termination	19
A. Voluntary Disconnection of Service	19
B. Voluntary Suspension of Service	19
C. Voluntary Termination of Service	19
D. Involuntary Shut-Off / Termination of Service	20
I. Disconnection Notice	20
II. Shut-off for Cause	20
III. Permissible Date and Time for Shut Off	21
IV. Shut Off When Restoration Services Are Not Available	21
V. Customer Contact	21
1) Generally	21
2) Remote Shut Off	22
3) Documentation; Contact by Telephone	22
VI. Service Shutoff Resulting in Death or Serious Injury	22
E. Restoration	22
F. Residential Shut Off Restrictions	22
G. Commercial & Industrial Shut Off Restrictions	23
H. Shut-Off Complaint Resolution	23
I. Complaint	23
II. Initial Review	23
III. Final Review	23
I. Critical Care and Medical Emergency Residential Customers	24
I. Disconnect Postponement	24
II. Service Restoration	24
III. Other Protections	24
J. Active-Duty Customers	24

I. Active-Duty Military Members, Disconnect Prohibited	25
II. Notification	25
III. Duty Not Void	25
IV. Payment Plan	25
K. Senior Citizen and Low Income Customers	25
I. Senior Citizen and Low-Income Customers, Disconnect Prohibited	25
II. Annual Survey, Eligible Senior Citizens	26
L. Charges for Shut Off and Restoration	26
7. Social Security Number Policy	26
8. Online Account Privacy, Terms & Conditions	27
9. Theft & Tampering With Meters	28
10. Property Access and Restoration	29
A. Access to Premises	29
B. Right of Way and Easement Restoration	29
<b>Broadband Terms of Service</b>	<b>30</b>
11. Broadband Service Area	30
12. Definitions	30
13. Description of Broadband Service	30
A. Fiber Internet Service	31
I. Enhanced Service	31
II. Additional Internet Protocol (IP) Address	31
III. Wi-Fi Mesh Extender	31
B. Shared Gigabit Service	31
I. Enhanced Service	32
II. Wi-Fi Mesh Extender	32
C. Active Ethernet Service	32
D. Dark Fiber Service	32
E. Transit Only	32
14. Service Conditions	33

A. Authorization for Service	33
B. Installation	33
I. Premises Wiring Agreement	33
C. Termination of Service	34
D. Service Level Agreement (SLA)	34
15. Use of Broadband Service	34
A. Access to Premises	34
B. Equipment	35
Appendix 1 – Premises Wiring Agreement	36
Appendix 2 – Dark Fiber Lease Agreement	42
Appendix 3 – Enhanced Service Level Agreement	54
Appendix 4 – Sales Agreements	57
A. Dark Fiber Sales Agreement	57
B. Active Ethernet Sales Agreement	58
C. Fiber Internet and Shared Gigabit Sales Agreement	59
Appendix 5 – Fiber Build Authorization Form	60
Appendix 6 - Network Management	62
A. Practices	62
B. Privacy	62
C. Speed and Data Allowances	62
D. Usage Conditions	62
E. Glossary	62
Appendix 7 – Digital Millennium Copyright Act (DMCA) Policy	64

# General Terms of Service

## 1. General Definitions

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

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

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

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

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

## 2. General Provisions

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

## **A. Emergencies – Immediate Danger or Life-Safety Hazards**

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

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

**Immediately call 911.**

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

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

## **B. Call Before You Dig Requirement**

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

## **C. Obligations**

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

## **D. Continuity of Service**

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

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

(Holland City Code §9-13)

## **E. Resale or Sharing of Service Prohibited**

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

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

## **F. Lawful Use of Service**

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

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

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

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

## **G. Governing Law and Venue**

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

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

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

## **H. Remedies**

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

## **I. Forms**

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

## **J. Severability**

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

# **3. New Customer Account Requirements**

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

## **A. Residential Service Account**

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

## **B. Business Service Account**

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

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

# **4. Lien and Security Deposit Requirements**

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

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

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

## **B. Unpaid Utility Charges; Placement on Tax Rolls**

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

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

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

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

## **D. Security Deposit Requirements**

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

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

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

## **5. Responsibility for Payment of Bill**

### **A. General Payment Requirements**

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

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

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

## **B. Estimated Consumption**

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

## **C. Payment Methods**

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

## **D. Receipt of Payment**

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

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

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

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

## **E. Readiness to Serve Charge**

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

## **F. Michigan Sales Tax**

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

## **G. Late Charges**

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

## **H. Payment Plan**

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

## **I. Billing Errors**

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

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

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

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

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

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

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

## **6. Service Disconnection and Termination**

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

### **A. Voluntary Disconnection of Service**

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

### **B. Voluntary Suspension of Service**

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

### **C. Voluntary Termination of Service**

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

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

## **D. Involuntary Shut-Off / Termination of Service**

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

### **I. Disconnection Notice**

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

### **II. Shut-off for Cause**

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

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

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

### **III. Permissible Date and Time for Shut Off**

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

### **IV. Shut Off When Restoration Services Are Not Available**

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

### **V. Customer Contact**

#### **1) Generally**

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

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

## **2) Remote Shut Off**

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

## **3) Documentation; Contact by Telephone**

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

## **VI. Service Shutoff Resulting in Death or Serious Injury**

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

## **E. Restoration**

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

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

## **F. Residential Shut Off Restrictions**

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

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

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

## **G. Commercial & Industrial Shut Off Restrictions**

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

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

## **H. Shut-Off Complaint Resolution**

### **I. Complaint**

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

### **II. Initial Review**

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

### **III. Final Review**

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

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

## **I. Critical Care and Medical Emergency Residential Customers**

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

### **I. Disconnect Postponement**

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

### **II. Service Restoration**

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

### **III. Other Protections**

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

## **J. Active-Duty Customers**

Active-Duty Customers are residential households where:

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

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

## **I. Active-Duty Military Members, Disconnect Prohibited**

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

## **II. Notification**

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

## **III. Duty Not Void**

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

## **IV. Payment Plan**

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

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

## **K. Senior Citizen and Low Income Customers**

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

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

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

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

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

## **II. Annual Survey, Eligible Senior Citizens**

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

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

## **L. Charges for Shut Off and Restoration**

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

## **7. Social Security Number Policy**

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

HBPW is committed to properly preserving the privacy of social security numbers as provided by the Act and other applicable law. Physical, electronic, and managerial procedures have been employed by HBPW to safeguard the security of personal information, including social security numbers and information relating to the amount of utility usage, the amount of a Customer's utility bill, and Account history. Social security

numbers are maintained in a secure environment and treated as confidential, and HBPW expects and requires that all employees and agents who use or have access to any social security numbers adhere to the highest degree of confidentiality.

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

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

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

## **8. Online Account Privacy, Terms & Conditions**

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

[www.hollandbpw.com/privacy](http://www.hollandbpw.com/privacy)

[www.hollandbpw.com/myhbpw-terms](http://www.hollandbpw.com/myhbpw-terms)

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

For any questions or concerns regarding these policies, please contact:  
[customerservice@hollandbpw.com](mailto:customerservice@hollandbpw.com)

## **9. Theft & Tampering With Meters**

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

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

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

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

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

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

# **10. Property Access and Restoration**

## **A. Access to Premises**

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

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

## **B. Right of Way and Easement Restoration**

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

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

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

# Broadband Terms of Service

## 11. Broadband Service Area

Please use the link below to view a map and description of the HBPW Broadband service territory: [hollandbpw.com/fiber](http://hollandbpw.com/fiber)

## 12. Definitions

- **Broadband:** A method of communication where the signal is transmitted by being impressed on a high-frequency carrier.
- **Connection:** A physical and/or logical bandwidth termination.
- **Demarcation Point:** The physical point at which HBPW's network ends and the Customer's private network begins.
- **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.
- **Fiber Optic:** Communication system that uses thin glass optical fibers designed for light transmission, capable of transmitting billions of bits of information per second.
- **Fiber Internet:** Internet Service provided by Fiber Optics.
- **Gigabit Passive Optical Network (GPON):** A point to multipoint network consisting of an Optical Line Terminal (OLT) and Optical Network Units (ONUs) used to provide Fiber Internet and Shared Gigabit Services.
- **Internet Service Provider (ISP):** A company supplying connectivity to an Internet point of presence location.
- **Multiple Dwelling Unit (MDU):** Multiple yet separate housing units in a single building or several buildings such as a duplex or an apartment building.

## 13. Description of Broadband Service

HBPW prioritizes network reliability and performance to ensure consistent service for customers. This includes privacy, speed, and data consumption. See Appendix 6 (Network Management) for more details.

## **A. Fiber Internet Service**

A Fiber Optic network within the Holland city limits. This network service provides Fiber Optic interface at bandwidths from 100 to 10,000 megabits per second (Mbps). Service is provided via a fiber-to-the-premise connection. The data rate is best effort through a shared network with no guarantee as to throughput. Fiber Internet Service is subject to availability.

Fiber Internet is offered with the following service options:

### **I. Enhanced Service**

Enhanced Service provides priority support as defined in the Fiber Internet Enhanced Service Level Agreement (SLA) referenced in Paragraph 15.D below and in Appendix 3.

### **II. Additional Internet Protocol (IP) Address**

Fiber service comes with one dynamically assigned IP address that is subject to change at any time. The additional IP Address option allows for a statically assigned IP address or network. If a network is requested, additional IP address charges will include the network and broadcast addresses.

### **III. Wi-Fi Mesh Extender**

To improve Wi-Fi coverage Customers may select the Wi-Fi Mesh extender rental option. HBPW provides a mesh access point device that can be connected wired or wirelessly to an existing HBPW router to provide better Wi-Fi coverage.

## **B. Shared Gigabit Service**

This Fiber Optic service provides an Ethernet interface at bandwidths from 100 to 1000 Mbps. The data rate 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:

## **I. Enhanced Service**

Enhanced Service provides priority support as defined in the Fiber Internet Enhanced Service Level Agreement (SLA) referenced in Paragraph 15.D below and in Appendix 3.

## **II. Wi-Fi Mesh Extender**

To improve Wi-Fi coverage Customers may select the Wi-Fi Mesh extender rental option. HBPW provides a mesh access point device that can be connected wired or wirelessly to an existing HBPW router to provide better Wi-Fi coverage.

## **C. Active Ethernet Service**

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.

## **D. Dark Fiber Service**

Dark Fiber is leased on a per strand, per foot, per month basis, with an aggregate minimum per month charge. Dark Fiber Service allows the Customer to design, install and maintain the required electronic equipment.

Dark Fiber Service 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. A Dark Fiber Lease and Colocation Service requires a Dark Fiber Lease Agreement.

See Appendix 2 – Dark Fiber Lease Agreement for more information.

## **E. Transit Only**

Transit Only service provides Connections between two or more points on the HBPW network for Shared Gigabit and Fiber Internet Customers. 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.

# 14. Service Conditions

## A. Authorization for Service

The Customer will authorize HBPW to provide service by accepting a Sales Agreement. The Customer grants HBPW permission to construct, operate and maintain a communication line or system on, over, or under the Premises. The Customer agrees that in the event that the Customer does not own all private land or lands necessary to be crossed, as stated above, the Customer shall obtain all necessary permission from the owner or owners of said land or lands and shall submit the same to HBPW prior to installation of service. The Customer grants HBPW access to the Premises at all reasonable times for the purpose of installing, repairing, maintaining, or removing any service to the Premises. See Appendix 4 – Sales Agreements

In addition to the Sales Agreement, HBPW may require a completed Fiber Build Authorization form before proceeding with any service. The Fiber Build Authorization form can be found at: <https://hollandbpw.com/en/fiber-build-authorization-form> or See Appendix 5.

## B. Installation

Upon receiving an order for service HBPW shall perform service installation.

The Customer shall be responsible for all costs associated with service installation as defined in the Broadband Rate Sheet associated with the service.

HBPW will be responsible for the Demarcation Point but is not responsible for any required inside premises wiring changes or charges.

### I. Premises Wiring Agreement

Property owners that have multiple tenants, and MDUs without the required building wiring installed to receive HBPW Shared Gigabit or Fiber Internet Service may qualify for financial assistance to install the necessary wiring by completing the HBPW Premises Wiring Agreement.

See Appendix 1 – Premises Wiring Agreement for more information.

## **C. Termination of Service**

The Customer may terminate the service at any time for any reason by providing notice to HBPW. The notice must be provided to HBPW Customer Service and include the Customer's account information and the desired termination date.

Where applicable, if the Customer terminates the service before the end of the service term (if any), the Customer may be responsible for paying an early termination fee. The early termination fee will be equal to the total monthly charges for the remaining months of the contract term. If HBPW terminates the service before the end of the contract term, the ISP will not charge the Customer an early termination fee.

Refer to the HBPW General Terms of Service for more information on shut off and disconnection of service.

## **D. Service Level Agreement (SLA)**

If a higher level of service is required, HBPW will provide Shared Gigabit and Fiber Internet Service per its Service Level Agreement (SLA). See Appendix 3 – Service Level Agreement for more details.

# **15. Use of Broadband Service**

Broadband Service is supplied to a Customer for exclusive use on the premises to which the HBPW delivers it.

HBPW prohibits the following activities:

- Sharing with or selling service to another
- Using the service for unlawful purposes
- Tampering with HBPW equipment
- Attaching unauthorized equipment to the HBPW network or any equipment that impairs the normal functioning of the HBPW network
- Transfer of copyrighted materials as per the Digital Millennium Copyright Act. (See Appendix 7)

## **A. Access to Premises**

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

the Customer's premises. Additional access to Customer premises is governed by the HBPW General Terms of Service.

## **B. Equipment**

Broadband Service may require the location of HBPW equipment on the Customer premises. The Customer is responsible for the 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. HBPW will repair or replace damaged equipment, and the associated costs shall be billed to the Customer.

Upon termination of service, the Customer shall return all HBPW-owned equipment unless otherwise arranged with HBPW. All requested equipment must be returned within 5 business days. Unreturned equipment shall incur a charge as per the HBPW Fee Schedule.

HBPW is not responsible for the performance and maintenance of Customer-owned equipment, including Customer-owned equipment resides within HBPW facilities when the Customer has a valid Dark Fiber Lease Agreement and utilizes the Colocation option.

# Appendix 1 – Premises Wiring Agreement

## PREMISES WIRING AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”) is made and entered into on February \_\_\_, 202\_, by and between the **City of Holland, acting by and through its Board of Public Works** (the “HBPW”) of 625 Hastings Ave., Holland, Michigan 49423 and \_\_\_\_\_ (the "Authorized Party") who owns or has control over certain real estate and improvements thereon located at \_\_\_\_\_, Holland, Michigan \_\_\_\_\_ (the "Premises"), consisting of \_\_\_\_\_ {commercial/residential} units.

WHEREAS, the HBPW is authorized to construct and maintain a broadband communications system in its service area in and around Holland, Michigan area. (the "Service Area");

WHEREAS, the Premises are either a multi-family unit building or a multi-condominium unit building.

WHEREAS, the Authorized Party is either the Owner of, or the homeowner’s association for, the Premises and is authorized to enter into this Agreement and give the HBPW access to the Premises (other than access to individual condominiums units, if applicable);

WHEREAS, the Authorized Party desires to provide broadband services to the Premises, including, but not limited to, multi-channel video, high speed data, information and voice services (collectively, the “Services”) and the HBPW is willing to install and maintain a broadband communications system for such purposes on the Premises in accordance with the terms and conditions below; and

WHEREAS, the various third party providers use the HBPW broadband system to provide Services.

The parties, for good and valuable consideration, intending to be legally bound, agree as follows:

### 1. **Wiring.**

a) **Premises Wiring.** The HBPW will install all facilities necessary to transmit the Services to the Premises, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, equipment and occupant devices up to and including the HBPW’s Point of Demarcation (“DEMARC”) (collectively, the “HBPW Wiring”). The HBPW agrees to install and maintain the wiring within the Premises after the HBPW’s DEMARC to the service location(s) (the “Home Run Wiring”). The service locations are those points of connection on the wall(s) of the units where the customer connects to the Home Run Wiring. The HBPW will provide wiring to 1 service location per unit at no cost for each unit once the occupant signs up for HBPW broadband service, additional service locations will be billed to the customer at the HBPW’s normal rates.

b) Quality of Work. All work shall be done by the HBPW in a proper and workmanlike manner in accordance with Federal Communications Commission (“FCC”) regulations, industry standards and local codes, unless otherwise provided in this Agreement. The HBPW will be responsible for obtaining all necessary permits, licenses and approvals in connection with the HBPW’s operation of the wiring as set forth in this Section.

c) Use and Maintenance of Wiring. The Authorized Party has the authority to grant and does hereby grant to the HBPW, at the HBPW’s expense, during the term hereof the right to operate, maintain, repair and replace, as necessary, the HBPW Wiring to the Premises and to interconnect with and use the Home Run Wiring. Neither the Authorized Party nor any third party shall tap into, use, or otherwise interfere with the HBPW Wiring or the Home Run Wiring or any portion thereof for any purpose not authorized by the HBPW. The HBPW, at HBPW’s expense, shall maintain the Home Run Wiring. The HBPW shall repair and maintain any portion of the Home Run Wiring and related equipment if damaged by acts of the Authorized Party, Authorized Party’s contractors, employees, agents, invitees, or occupants and charge the Authorized Party for all materials and labor expended by the HBPW. If the Authorized Party fails to reimburse the HBPW for Authorized Party’s expenses under this section the HBPW may, at its option, suspend delivery of the Services to the Premises until the required reimbursement is paid. The HBPW shall have the right to interconnect with and use any telecommunications wiring owned or controlled by the Authorized Party within the units that may become necessary or useful for the provision of the Services to the occupants, whether or not such facilities are owned, installed, controlled or maintained by the HBPW.

d) Ownership of Wiring. The HBPW Wiring is and will remain the personal property of the HBPW. The Home Run Wiring is and will remain the property of the HBPW.

2. Access. The Authorized Party shall allow HBPW personnel to enter all common areas of the Premises for the purposes of auditing, selling services, connecting, or disconnecting service, and installing, maintaining, repairing, replacing, or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the HBPW access to any parts of the Premises over which it does not have control for the same purposes. The Authorized Party shall supply unit numbers of occupants at reasonable intervals. The Authorized Party shall cooperate with the HBPW to prevent the unauthorized reception of the Services.
3. Delivery of Services. The Authorized Party has the authority to grant and does hereby grant to the HBPW during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Authorized Party shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises.
4. Fees and Charges for Services. The terms, conditions, charges, and fees for the Services provided to occupants at the Premises shall be contained in rates adopted by the HBPW from time to time. The Authorized Party assumes no liability or responsibility for service charges contracted for by occupants. All billing and collections from occupants will be accomplished by the HBPW.

5. **Customer Service.** The HBPW shall provide Services in accordance with its Terms and Conditions and other rules and procedures. The HBPW will maintain a local telephone number which will be available to its subscribers 24 hours a day, 7 days a week. The HBPW representatives will be available to respond to customer telephone inquiries during normal business hours. The HBPW will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the HBPW.
6. **Private Reception Devices.** Notwithstanding anything else in this Agreement to the contrary, the HBPW shall not interfere with the right of an occupant to install or use his own private reception device so long as the occupant has contracted for service with the HBPW.
7. **Term.** This Agreement, when duly executed by both parties, shall constitute a binding agreement between the Authorized Party and the HBPW and their respective successors and assigns for a term of 10 years from the date first set forth above. This Agreement shall automatically renew for successive periods of 60 days unless either party shall provide the other with a minimum 60 days' notice of its intention not to renew at the end of the then current term.
8. **Insurance.** The HBPW agrees to maintain workers' compensation insurance with statutory limits and commercial general and automobile liability insurance. Upon request, the HBPW will provide the Authorized Party with a certificate evidencing such insurance.
9. **Indemnification.** The HBPW shall indemnify, defend and hold harmless the Authorized Party, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of the HBPW or its personnel, directors, agents or representatives in the operation, maintenance or removal of the HBPW Wiring, interconnection with and use of the Home Run Wiring, the Services provided to occupants at the Premises pursuant to this Agreement or a breach of this Agreement. The Authorized Party shall indemnify, defend and hold harmless the HBPW, its personnel, directors, agents and representatives from and against any and all claims, damage or expense (including attorney fees) arising out of the acts or omissions of the Authorized Party, its personnel, directors, agents and representatives in the operation and maintenance of the Premises, the interference with the Services by another provider authorized by the Authorized Party to provide its services at the Premises or a breach of this Agreement.
10. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
11. **Termination.**

b) Permanent Loss of Authority. This Agreement shall terminate automatically without any further liability on the part of the HBPW in the event the HBPW lacks authority to continue to provide the Services to the Premises due to loss of governmental authorization.

## 12. Removal of Wiring upon Termination.

a) Removal. Upon expiration or termination of this Agreement for any reason, the HBPW shall have a period of 3 months during which it shall be entitled, but not required, to remove the HBPW Wiring and/or Home Run Wiring. The HBPW shall promptly repair any damage to the Premises caused by such removal.

b) Tolling of Removal Period. Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in Section 12(a) shall be tolled for as long as the HBPW has the right under applicable law to continue to provide any or all of the Services to any or all of the units on the Premises after the termination or expiration of this Agreement, in which case the HBPW shall have the right to continue to own and use the HBPW Wiring and the Home Run Wiring to provide the Services. This Section shall survive the termination of this Agreement

c) Abandonment. If the HBPW does not remove the Home Run Wiring before expiration of the removal period set forth in this Section 12(a), the Home Run Wiring shall be deemed abandoned and the HBPW shall have no further obligation with respect to the Home Run Wiring. Upon abandonment, the Home Run Wiring shall be deemed property of the Authorized Party.

## 13. Miscellaneous.

a) Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to acts of God, the failure of equipment or facilities not owned or controlled by a party (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Premises, government order or regulation or any other circumstances beyond the reasonable control of the party with the performance obligation.

b) Assignability; Binding Effect. This Agreement may be assigned by either party. The assignee shall agree in writing to be bound by all the terms and conditions hereof. In the event the Authorized Party sells, assigns, transfers or otherwise conveys the Premises to a third party, the Authorized Party shall give the HBPW prior written notice of such change of ownership or control. The Authorized Party shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

c) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the State of Michigan, without regard to its choice of law principles.

d) Dispute Resolution. If the parties are not able to resolve disputes, they agree that the court of competent jurisdiction for the State of Michigan serving Ottawa County shall be the exclusive jurisdiction and venue for resolution of any dispute relating to the terms and performance of this Agreement.

e) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

f) Recording. The HBPW may record this Agreement (or a memorandum summarizing the material terms) in the public records of the county in which the Premises are located.

g) Notices. All notices, demands, requests or other communications (other than invoices) given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service by certified mail, postage prepaid and return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Authorized Party:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the HBPW:

Holland Board of Public Works  
Attn: Broadband Services Superintendent  
625 Hastings Ave.  
Holland, Michigan 49423

h) Entire Agreement; Amendments. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.Authority.

Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

{Signatures on next page}

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**AUTHORIZED PARTY**

\_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**HBPW**

City of Holland, acting by and through its  
Board of Public Works

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: Nathan Bocks

Title: Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: Kathy Grimm

Title: Clerk

Approved as to form:

\_\_\_\_\_  
Ronald J. VanderVeen

City Attorney

Dated: \_\_\_\_\_

# Appendix 2 – Dark Fiber Lease Agreement

**DARK FIBER LEASE AGREEMENT**  
**BETWEEN**  
**THE CITY OF HOLLAND, ACTING BY AND THROUGH**  
**THE HOLLAND BOARD OF PUBLIC WORKS**  
**AND**

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This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ with its principal offices located at \_\_\_\_\_ (the “Lessee”), and the **City of Holland, a Michigan Municipal Corporation of Ottawa and Allegan Counties, Michigan, acting by and through Holland Board of Public Works, (the “HBPW”)** with its principal offices located at 625 Hastings Avenue, Holland, Michigan.

**RECITALS**

- The HBPW is a provider of broadband fiber optics transport and access services and owns, operates and maintains an area-wide fiber optic network, the “HBPW Network”, through which communication signals can be transmitted.
- The Lessee is a \_\_\_\_\_ (INSERT BUSINESS ENTITY) desiring to use a portion of HBPW Network between and among several of its facilities.
- The Lessee’s **Dark Fiber Lease Schedule (DFLS – Exhibit A)** defines and describes fiber routes leased by the HBPW to Lessee. It includes, but is not limited to: points of demarcation, footage, number of strands, locations, routes, and non-refundable development fees for each of the routes leased by the HBPW to Lessee. Footages will be determined by the post-construction OTDR tests that are provided for under paragraph 9 of this agreement.
- Fiber connectivity shall be provided in accordance to the specifications identified in the **Fiber Specifications (Exhibit B)**.
- The Lessee’s **Colocation Service Schedule (CSS – Exhibit C)** defines and describes colocation services provided by the HBPW to Lessee. It includes, but is not limited to: Rack usage, feeder cable use, fiber meet points, cross connections, and non-refundable development fees for each of the routes leased by the HBPW to Lessee.
- The HBPW desires to lease to the Lessee fiber optic cable, Colocation Service, and other necessary equipment in order to meet the requirements of the Lessee.
- The HBPW will lease the “Leased Facilities”, to provide the Lessee with point to point connections of dark fiber, as identified in the **DFLS**.
- Leased Facilities and/or Colocation Service may be added to this Agreement upon written request of the Lessee, and approval of the HBPW, in its sole and complete

discretion. Additional leased facilities shall be added to this Agreement by an amended DFSL - **Exhibits A and/or C**. Leased Facilities and Colocation Service may be removed from this Agreement upon written sixty day notification from the Lessee or written sixty day notification from the HBPW.

- The HBPW will retain all ownership, right, title, and exclusive control over the operation and maintenance of the Leased Facilities.

### TERMS

- 1) Use of Leased Facilities. Upon the In Service Date, as defined in paragraph 5, the Lessee may utilize the Leased Facilities. The HBPW shall not limit the amount of data traffic that Lessee may place over the Leased Facilities and shall not permit others to use or interrupt Lessee's use of the Leased Facilities. The Lessee and Lessee's subsidiaries, employees and agents may use the Leased Facilities for those uses, expressly or incidentally operated by the Lessee. The Lessee may not assign, transfer, sublease, or provide transport services to third parties over the Leased Facilities without the express written consent of the HBPW. The sole interface to the Leased Facilities is the location of the demarcation points identified in the **DFSL**. No other connections to the Leased Facilities are permitted without the express written consent of the HBPW, in its sole and complete discretion.
- 2) Connectivity. Lessee is responsible for the design, construction, and installation of any splices, fiber jumpers, electronics, or other ancillary equipment beyond the demarcation points listed in the **DFSL**. Lessee shall design, construct, or alter Lessee equipment at its own expense and shall ensure that its equipment is compatible with the specifications for the Leased Facilities as described in this Agreement. The HBPW shall have the right to suspend Lessee's use of the Leased Facilities if Lessee's facilities shall interfere or adversely affect the Leased Facilities.
- 3) Specifications for Leased Facilities. The Leased Facilities shall meet the following minimum requirements:
  - a) Fiber Capacity  
The Leased Facilities shall provide Lessee with the number of dedicated strands of fiber optic cable as identified in the **DFSL**.
  - b) Quality of Service
    - i) Each fiber filament shall have optic continuity throughout the Leased Facilities, as set forth in the attached **Exhibit B**, to the demarcation points as identified in the **DFSL**.
    - ii) Each fiber filament shall be designed to achieve the Performance Requirements specified in paragraph 9 of this agreement.
  - c) Colocation Service  
As an option, the Lessee may utilize available HBPW-owned facilities to house network terminations and equipment as defined in HBPW Terms and Conditions
- 4) Leased Facilities. As part of the Leased Facilities and during the Term of this Agreement, the HBPW shall provide fiber terminations at each demarcation point on each fiber strand as

identified in the **DFLS**. The demarcation point is further defined as the termination connectors at locations using connectors.

The installation and construction of the Leased Facilities within Lessee's property, whether performed by the Lessee or (by the HBPW if the HBPW shall so agree), shall meet, at a minimum, the following requirements:

- a) All point-of-entrance stubs shall penetrate the exterior walls through a core drilled hole, be secured, then mortared and finished to provide an adequate seal between interior and exterior spaces. This penetration shall not be made by breaking out building siding or structures.
- b) Subsurface point of entrances shall be sealed on the exterior surface with a moisture resistant sealant, to prevent possible seepage or moisture egress into the building.
- c) If indoor runs of fiber cable exceed fifty (50) feet from the point of entrance into a facility, the Lessee shall be responsible for installing conduits from the point of entrance into the building to the location of the demarcation point. For the purpose of this subparagraph only, these conduits shall be constructed in accordance with Telcordia/Bellcore NEBS construction rules and regulations.
- d) Indoor cables shall be plenum-rated, non-metallic, with a minimum National Electrical Code (NEC) rating of OFN. If EMT conduit is used, PVC jacketed fiber may be used. Higher NEC ratings of OFNR or OFNP may be installed if required.
- e) Indoor cables shall be pulled continuously from the fusion splice to outdoor cables to the telecommunications equipment room where all terminations shall be placed. No splices shall be allowed in these runs. The indoor cable shall be terminated with mechanical type connectors.
- f) A minimum 30' maintenance loop shall be provided at both ends of the indoor cable for new installations.
- g) All outdoor conduits within Lessee property shall continue to the point of entrance into the Lessee facilities. The outdoor fiber optic cable shall be terminated, with fusion spliced factory pigtailed into a wall-mounted fiber optic enclosure or fusion spliced to indoor fiber optic cable within 50' of the building's entrance.
- h) All fiber optic cable shall be continued through the building, using an indoor plenum-rated fiber optic cable installed in non-metallic plenum-rated tubing or sealed EMT conduit to the telecommunications equipment room as designated; then fusion spliced, with factory pigtailed, into a HBPW approved fiber optic tray.
- i) Service entrances that are within 50' of the telecommunications room may be routed directly to a rack-mounted fiber optic tray without the additional wall-mounted splice cabinet or fusion splice.
- j) All sleeves and cores (if needed) shall be 2" outside diameter and equipped with nylon bushings to protect the inner-duct / fiber.
- k) Fiber cable or sheathing shall not be exposed below suspended ceilings where possible.
- l) All inner-duct (if used) shall be supported every 6'.
- m) HBPW shall install fiber cables inside Lessee building from the point of entrance into the building to the demarcation point between the HBPW and Lessee irrespective of whether the HBPW or Lessee installs the inside conduits.

- n) All fire-rated walls shall be sealed or resealed with UL approved fire-stopping material after all cables have been placed. The fire-stopping material shall be removable to allow for placement of additional facilities at a later time.
  - o) Lessee shall provide room and rack space for rack-mounted splicing and termination panel unless the demarcation point is in an HBPW Colocation Facility.
  - p) The HBPW may, during the term of this Lease, modify or require additional construction requirements of the Lessee in order to meet the performance standards contained herein.
- 5) In Service Date. If the Leased Facilities require new fiber cable or other components to be installed, the "In Service Date" is estimated to be \_\_\_\_\_ weeks after the Lessee's payment of the Development Fee as described in paragraph 12 of this Agreement. If the Leased Facilities do not require new fiber cable to be installed, the In Service Date is estimated to be \_\_\_\_\_ weeks from the execution of this Agreement. HBPW shall provide a written notice to Lessee establishing the In-Service Date for the Leased Facilities.
- 6) Access.
- a) HBPW may locate any equipment necessary to provide, construct, or install the Leased Facilities within the Lessee's facilities in mutually agreed upon locations. Lessee agrees to allow HBPW direct ingress and egress to Lessee facilities at such times as may be required for the HBPW to perform any installation, maintenance, repair, or removal of its Leased Facilities. Lessee, at its sole option, may require that its representative accompany any representative of HBPW having or needing access to Lessee facilities. HBPW shall on a regular basis provide to Lessee a list of employees and /or authorized contractors, temporary or contracted employees who are performing work on, or who have or need access to Leased Facilities on Lessee's property. Lessee shall have the right to exclude any of the employees or agents of HBPW for any reasonable cause.
  - b) Colocation facilities are accessible by appointment and under escort of HBPW staff.
- 7) Operation, Maintenance and Repair – Leased Facilities.
- a) The HBPW shall be responsible for operating and maintaining in good repair the Leased Facilities and any easements or right-of-ways associated with them, such that the Leased Facilities continue to perform according to the design specifications and performance requirements specified in this agreement. To the extent the HBPW shall be required to utilize the Lessee's property which is not subject to an easement or other right of entry, the Lessee shall provide all necessary easements and rights-of-way to effectuate the terms of this agreement, and shall cooperate with the HBPW to permit the installation, operation, and maintenance of the Leased Facilities.
  - b) The HBPW shall use its best efforts to coordinate outage times with Lessee's Project Manager. HBPW outages to expand, rebuild, or upgrade the Leased Facility shall not constitute a "service interruption" for purposes of paragraph 9.
- 8) Operation, Maintenance and Repair – Lessee Facilities. The Lessee shall be solely responsible for operating and maintaining the Lessee facilities, including the interconnection to the Leased Facilities.

- 9) Performance Requirements. The Leased Facilities shall be available for the Lessee's dedicated use on a seven days per week, twenty-four hours per day basis subject to the following provisions as set forth on the attached **Exhibit B**. Upon request, the HBPW shall supply the Lessee with test results generated by an Optical Time Domain Reflectometer ("OTDR") for the leased fiber optic filaments. The OTDR Test will be performed on each strand in both directions. Testing shall be performed at 1310 nm and 1550 nm on each segment. The Lessee shall notify the HBPW of any interruption in service ("Service Interruption") resulting from the Leased Facilities. The HBPW shall make the necessary repairs to the Leased Facilities in order to restore Lessee's service within six (6) hours of its receipt of notice of the Service Interruption. For unplanned incidents, after initial damage assessment, if the HBPW cannot restore Lessee's service within six (6) hours, the HBPW shall notify the Lessee of the estimated time to restore the service. The duration of each Service Interruption shall be measured from the time Lessee notifies the HBPW of the interruption until the time the service has been restored. For purposes of this paragraph, notice shall be deemed effective when communicated either verbally or in writing by Lessee to the HBPW. A service interruption shall not include force majeure events as set forth in paragraph 15.
- 10) Alteration of Route. The HBPW may re-locate all or any part of the Leased Facilities to one or more alternate routes or rights-of-ways, provided that the relocation will not degrade the optic continuity of the Leased Facility below the Performance Requirements specified in this agreement. The HBPW shall coordinate any service outages related to route alteration with the Lessee Project Manager for the scheduling of any route alteration that will interrupt Lessee's service over the Leased Facilities. The HBPW shall notify the Lessee Project Manager at least 10 business days in advance of any planned interruption in service for route alteration. Such outages shall not constitute a "service interruption" for purposes of paragraph 9.
- 11) Modifications and Movement. All modifications and/or movement of the cable sheath containing any fiber optic filaments and other equipment along the "Leased Facilities" described in this Agreement, shall be performed by the HBPW or an individual or entity authorized by the HBPW.
- a) The Lessee shall pay charges for work for modification and/or movements requested by Lessee. The HBPW may require the Lessee to pay a deposit based upon the reasonable estimate of cost for any modification or movement requested by Lessee. Upon completion of the work for modification and/or movement, the Lessee shall pay the actual cost incurred by the HBPW for such work. The charges for labor and use of equipment shall be based on the HBPW Unit Price Contract then in effect. For each instance where charges for any modifications or movement are billed to Lessee, the HBPW shall provide to Lessee a statement detailing the unit price charges for labor and use of equipment and the costs of all materials to be charged.
- b) The Lessee shall provide the HBPW and/or its authorized representatives with reasonable access into its facilities in order to make any modifications and/or movements that the HBPW deems necessary at the HBPW's cost or which may be required as a result of changes necessitated by changes in any rights-of-way, easements, permits, licenses or pole attachment requirements.

11.1) Provide Fiber to Others. The HBPW shall retain the right to provide fiber optic network services to other persons or entities over the HBPW network and to install and permit others to install additional communications capacity within the HBPW Network provided that the additional activities will not degrade the optic continuity over the Leased Facilities.

12) Rent Payment/Fees.

- a) The Lessee shall be solely responsible for all costs and expenses associated with the developing, constructing, installing, operating, maintaining, and repairing the Leased Facilities, including any easements or rights-of-way associated with them, including, without limitation, labor and costs for all equipment and other components which may be constructed or installed by the HBPW. The HBPW may require the Lessee to pay a deposit based upon the reasonable estimate of cost for the Leased Facilities. The HBPW, upon completion of the Leased Facilities, shall bill the Lessee for the total development costs incurred by the HBPW. The Lessee shall pay such amount within thirty (30) days of invoicing by the HBPW and prior to the In-Service Date. The amount invoiced to the Lessee shall incur interest at the rate of one and one-half percent (1.5%) per month until paid and the HBPW shall be reimbursed for its reasonable attorneys fees and costs incurred to collect such amounts.
- b) Lessee shall also pay to the HBPW a Monthly Rent Payment according to the monthly HBPW Dark Fiber Rate as listed on the HBPW Broadband Service Rate, as may be amended by the Holland Board of Public Works and Holland City Council. Leased Facilities may be added to this Agreement upon written request of the Lessee, and approval of the HBPW. Leased Facilities may be removed from the Lessee's DFSL upon written sixty day notification from the lessee or written sixty day notification from the HBPW.

The total Monthly Rent Payment due shall be paid in advance of the month for which Leased Facilities are provided for use to Lessee and shall be calculated, and prorated, if necessary, starting the next business day after the Lessee begins use of Leased Facilities until the next business day after Lessee discontinues use of any Leased Facilities. Should any such use start on a date other than the first business day of any month, then the Monthly Rent Fee paid in advance shall include a prorated monthly payment for the month in which such use begins and the next month thereafter. The HBPW shall submit to the Lessee on a monthly basis, a bill in the amount of the total Monthly Rent Payments. In the event the Lessee shall fail to pay the Monthly Rent Payment when due, interest shall accrue on the unpaid balance at the rate of 1½ % per month until paid, The HBPW, upon default by the Lessee, may accelerate the remaining Monthly Rent Payments for the Term and may declare the remaining balance of such payments due and owing. The reasonable attorneys fees and costs incurred by the HBPW to collect such amounts shall be paid by Lessee.

13) Term. This Agreement shall commence on the date entered as first stated above and shall continue for an initial term of five years (the "Term"). This Agreement may be renewed for an additional Term of five years subject to the following:

- a) The Lessee must notify the HBPW, in writing, six months prior to the expiration of the initial Term that it desires to renew this Agreement;

- b) The HBPW must agree, in writing, to renew this Agreement within two months after receiving the above notice from the Lessee in its sole and complete discretion; and
- c) The renewal of this Agreement for the additional Term shall be subject to the review, negotiation and adjustment of the terms and conditions of this Agreement.

In the event of termination of this agreement, by either written notice or by default, the HBPW shall be permitted, at its option, to access the Lessee's facilities for purposes of removing any Leased Facilities previously installed at such locations by the HBPW.

14) Default. In the event of a material default, the non-defaulting party shall notify the other party in writing of the nature of the breach and the party's intent to terminate the agreement. If a default occurs and remains uncured by the defaulting party for thirty days after the other party has given a notice of default, the non-defaulting party shall have the right to terminate this agreement and bring proceedings to recover damages that flow from the defaulting party's breach of this agreement. The right to terminate and seek damages shall be cumulative and in addition to any and all other rights and remedies available to the parties, including specific performance and other equitable relief. Notwithstanding anything in this agreement to the contrary, however, the amount of damages recoverable by the HBPW or by Lessee shall not exceed in the aggregate the sum of all of the Monthly Rent Payments for the Term of this agreement. Events of default shall include without limitation:

- a) The HBPW fails to provide the Leased Facilities to Lessee by the In Service Date, provided the Lessee does not materially delay the installation of any the Leased Facilities;
- b) The Lessee fails to pay the Rent Payment or any other fees or charges required to be paid by the Lessee under this agreement after thirty days written notice of such failure;
- c) Either party fails to comply in good faith with any other material terms and material conditions of this agreement; or
- d) Either party ceases conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of its creditors, or becomes a party to any judicial or administrative proceeding in bankruptcy, receivership or reorganization.

15) Force Majeure. Neither party shall be in default by reason of any failure or delay in the performance of any obligation under this agreement where such failure or delay arises out of any cause, act, or event beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party pursuant to this Agreement. Such causes, acts, or events shall include, without limitation, acts of God, landslides, sink holes, vehicle accidents, lightning, hurricanes, earthquakes, fires, explosions, floods, acts of public enemy, wars, blockades, terrorism, insurrections, riots, or civil disturbances; labor disputes, strikes, work-downs, or work stoppages; orders, writs, decrees or judgments of any federal, state or local court, administrative agency, or governmental body, so long as these are not the result of wanton or willful action or inaction of the party relying thereon; provided, however, the contesting and good faith by such party of any such order or judgment, or the good faith failure by such party to contest any such order or judgment, shall not constitute or be construed to constitute a wanton or willful act or inaction of such parties; suspension, termination,

interruption, denial, or failure to renew any permit, license, consent, authorization, or approval necessary to the operation, maintenance or management of the HBPW's Network as such act or event is not the result of wanton or willful action of the party relying thereon; adoption of or change, after the date of execution of this agreement in the federal, state, or local laws, rules, regulations, ordinances, provisions, or licenses, or changes in the interpretation of such laws, rules, regulations, ordinances, permits, or licenses by a court or public agency having jurisdiction; failure of any subcontractor or any supplier to furnish labor, services, materials, or equipment in accordance with its contractual obligations, provided such failure is itself due to an event of Force Majeure or its adverse affect and the party relying thereon cannot obtain substitute performance within a reasonable time; or a defect in manufactured components; provided, however, that in any case where such equipment or component was manufactured by the party (or an affiliate of such party) seeking to rely upon such defect as an event of Force Majeure, such defect shall be deemed an event of Force Majeure only to the extent that the defect was caused by an independent event of Force Majeure. The HBPW shall repair, restore or replace any portion of the Lease Facilities that is damaged due to a Force Majeure Event, at the HBPW's sole expense. Either party may terminate this agreement if an event of Force Majeure prevents either party from performing their respective obligations under this agreement for a continuous period of forty-five (45) days.

- 16) Nondisclosure. The Lessee and the HBPW acknowledge that, in the course of maintaining and repairing the Leased Facilities, it may be necessary for the HBPW to monitor the Lessee's Transport layer or Data Link layer on the Leased Facilities. Other than work necessary for the maintenance, repair or installation of fiber or associated equipment, the HBPW does not monitor network traffic. The HBPW shall not disclose any of the Lessee's information without the prior consent of the Lessee. The HBPW shall also ensure that its employees, contractors and agents do not disclose to any third party Lessee's information without the Lessee's prior consent. The provisions of this paragraph shall not apply to information which (1) is or becomes generally available to the public; or (2) is, prior to disclosure, already in the possession of the receiving party and was not received from the other party; or (3) is rightfully received from a third party who did not receive the same from the disclosing party, or (4) is required by the Michigan Freedom of Information Act, MCLA 15.231, et seq., by other law or governmental agency to be disclosed, after the receiving party notifies the disclosing party of the disclosure requirements and affords the disclosing party an opportunity to object and minimize such disclosure.
- 17) Limitation of Liability. The HBPW or the Lessee's liability on any claim for damages under this Agreement, except for a claim for unpaid Rent or any other charges owed by Lessee, shall be limited to direct damages and shall not exceed the total Monthly Rent Payment under this Agreement. Notwithstanding any other provision of this Agreement, neither Lessee nor the HBPW, their affiliates or subsidiaries, their officers, directors, employees, or agents shall be liable to the other for any indirect, incidental, or consequential damages, (including, but not limited to lost profits, lost revenue, or the failure to realize expected savings or cost) sustained or incurred in connection with the performance or non-performance of any services, or the use or operation of the equipment provided hereunder, regardless of the form of action and whether or not such damages are foreseeable. Any claim or cause of action arising from or in connection with any defect or failure in any equipment provided by the HBPW, or the performance or non-performance of any services provided by HBPW must be brought within two years after the acceptance of such

equipment or services by the Lessee. This paragraph shall survive the termination of this Agreement and shall constitute a mutually agreed limitation of liability by the parties.

18) Indemnification.

- a) In the event any claim, demand, lawsuit or liability is made or asserted against the HBPW by any third party and the same arises out of or is caused by any act or omission of the Lessee or its agents or representatives, then and in such event, the Lessee, to the extent permitted by law, shall indemnify, defend and hold harmless the HBPW its agents and representatives from any and all such claims, demands, causes of action and liability, including the payment of the HBPW's reasonable attorney's fees and costs in defending against such claims, demands, causes of action or liability. The Lessee shall reimburse the HBPW for any loss, or damages to any optical fiber, cable, or other facilities owned by the HBPW that is caused by liability covered hereunder. In the event of any claim, demand, lawsuit, or liability made or asserted which is covered by this paragraph, the Lessee shall have no liability to the HBPW unless it is notified, in writing, of such claim, demand, lawsuit or liability and given the opportunity to defend and/or settle same through counsel of its own choosing. This paragraph shall survive the termination of this Agreement.
  
- b) In the event any claim, demand, lawsuit or liability is made or asserted against the Lessee by any third party and the same arises out of or is caused by any act or omission of the HBPW or its agents or representatives, then and in such event, the HBPW, to the extent permitted by law, shall indemnify, defend and hold harmless the Lessee its agents and representatives from any and all such claims, demands, causes of action and liability, including the payment of the Lessee's reasonable attorney's fees and costs in defending against such claims, demands, causes of action or liability. The HBPW shall reimburse the Lessee for any loss, or damages to any optical fiber, cable, or other facilities owned by the Lessee that is caused by liability covered hereunder. In the event of any claim, demand, lawsuit, or liability made or asserted which is covered by this paragraph, the HBPW shall have no liability to the Lessee unless it is notified, in writing, of such claim, demand, lawsuit or liability and given the opportunity to defend and/or settle same through counsel of its own choosing. This paragraph shall survive the termination of this Agreement.

- 19) Insurance. The Lessee shall be responsible for obtaining and maintaining in full force and effect comprehensive general liability, property and casualty insurance for the Leased Facilities. Such insurance shall provide comprehensive general liability coverage in an amount no less than two million dollars (\$2,000,000.00) for property damage for each occurrence and in an amount no less than two million dollars (\$2,000,000.00) for bodily injury for each occurrence. Each insurance policy obtained by Lessee in satisfaction of its obligation hereunder shall have an Additional Insured Endorsement naming the "City of Holland, acting by and through its Board of Public Works, its officers, agents, directors, and employees" as an additional named insured. The Certificate of Insurance shall include a waiver of subrogation against all parties named as additional insureds. HBPW shall likewise obtain and maintain the same levels of insurance coverage for property damage and bodily injury damage. HBPW may through a combination of self-insurance, primary insurance or excess insurance provide for such coverage. HBPW and Lessee agree to secure any other reasonable amounts of insurance necessary to secure permits and rights of way required for installation and operation of the Leased Facilities.

- 20) Labor. The HBPW may, in its sole discretion, hire contractors and consultants to assist the HBPW in performing its duties under this agreement, provided that all contractors hired by the HBPW to construct, install, repair and maintain the Leases Facilities have reasonable insurance coverage. Under no circumstances shall the HBPW's employees, agents, consultants or contractors be considered employees, agents or contractors of Lessee. The HBPW shall be solely responsible for hiring, firing, paying, supervising and providing an adequate working environment for these employees, agents, consultants and contractors. The HBPW shall notify Lessee immediately of any labor disputes that jeopardize the HBPW's timely performance of its obligations under this agreement.
- 21) Ownership of Leased Facilities. The HBPW shall own and hold legal title to the Leased Facilities which include, but are not limited to, the fiber cabling and equipment which may be located at the Lessee's facilities up to the Demarcation Point throughout the duration and after the termination of this agreement.
- 22) Dispute Resolution. No party may elect to have any controversy or dispute arising between the parties under this agreement resolved by arbitration unless mutually agreed in writing. If the parties do not agree on a mutually agreeable arbitrator, the dispute shall be resolved by the commencement of an action in the Ottawa County Circuit Court, which shall be the forum of exclusive jurisdiction.
- 23) Assignment; Successors in Interest. This Agreement shall not be assigned by either party without the other party's prior written consent. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and assigns of the Lessee and the HBPW; however, no assignment of this agreement, whether by act of the parties or by operation of law, and no sublease by or from the Lessee in violation of any of the provisions, covenants, and conditions of this agreement shall vest in the assignee or sub-lessee any right, title, or interest whatsoever in the Leased Facilities or any rights created herein.
- 24) Third-Party Beneficiaries. No third-party shall have any rights under this agreement as a third-party beneficiary.
- 25) Entire Agreement; Modification. This agreement and any documents executed in connection herewith constitute the entire agreement and understanding among the parties to this agreement and supersede any and all prior agreements, understandings, and arrangements, oral or written, between the parties with respect to the subject matter hereof. This agreement may be modified or amended only by a written instrument executed by all of the parties hereto. The parties acknowledge joint review and drafting of this Agreement, and no rule of interpretation or construction shall be made against the drafter of the Agreement.
- 26) Captions. Article, section, and paragraph titles or captions contained in this agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this agreement or the intent of any provision hereof.

- 27) Enforceability. If any provision of this agreement is determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the other provisions of this agreement. If, in the good faith opinion of either party, the severance of the unenforceable provision destroys the economic benefits of this agreement to either party, the parties shall in good faith negotiate an amendment to this agreement to restore as much as possible the economic benefits to the parties.
- 28) Counterparts. This agreement may be executed in one or more counterparts, and any party to this agreement may execute and deliver this agreement by executing and delivering any of such counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
- 29) Waiver. One or more waivers of any breach of any representation, warranty, or covenant in this agreement by any party shall not be construed as a waiver of a subsequent breach of the same or of any other covenant or condition.
- 30) Governing Law. This agreement and the obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Michigan.

31) Notice. Any notice, statement, or demand furnished or made by a party to this agreement shall be deemed given, furnished, or made when delivered to the other party's Project Manager via the U.S. mail system or other overnight package service at the address below, or to such other address as the party may from time to time specify by written notice.

If to Lessee:

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If to the HBPW:

Broadband Services Superintendent  
Holland Board of Public Works  
625 Hastings Ave  
Holland, MI 49423  
Attention: 616-355-1500  
Facsimile: 616-355-1550

IN WITNESS WHEREOF, the Lessee and the HBPW have executed this Agreement on the date first written above.

**LESSEE:** \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

Dated: \_\_\_\_\_

**HOLLAND BOARD OF PUBLIC WORKS**

By Dave Koster \_\_\_\_\_

\_\_\_\_\_

Its General Manager \_\_\_\_\_

Dated: \_\_\_\_\_

## Appendix 3 – Enhanced Service Level Agreement

# Holland Board of Public Works Broadband Enhanced Service Level Agreement

Holland Board of Public Works (HBPW) provides the following Service Level Agreement (SLA) for applicable Enhanced Broadband service.

### Definitions

- Calendar Month: The period beginning at 12:00 AM midnight on the first day of the month and ending at 11:59 PM on the last day of that month.
- Customer: A customer that orders the Service from HBPW pursuant to an agreement.
- Service: Active Ethernet Service or Business Class Internet Service as provided by the HBPW
- Service Address: Building where Customer receives Service.
- Customer Premises Equipment (CPE): Customer-owned network equipment located at Customer's Service Address.

### Availability Objective

HBPW offers the following SLA for Service with a minimum of one year Service term. The SLA is effective on the first day of the month after initial installation and Customer acceptance of Service.

### Service Availability

Customer will be entitled to receive from HBPW a credit if the availability ("Service Availability") of a particular Service for any Calendar Month falls below the percentage shown in the applicable credit schedule included below. HBPW guarantees the Service availability only to the point to which HBPW can perform connectivity tests to HBPW network termination equipment at Customer Address. The Service will be deemed to be unavailable to the Customer only if the Service is subject to an interruption that results in a total disruption of the Service ("Outage") for longer than 3 minutes.

Service Availability Percentage is calculated as follows:

$$\left( \frac{(\text{Applicable Days in Calendar Month} * 24 * 60) - (\text{Minutes of Outage on Affected Service in Calendar Month})}{(\text{Applicable Days in Calendar Month} * 24 * 60)} * 100 \right)$$

Outage minutes are calculated by HBPW monitoring and Trouble Management systems.

Circuit Availability		Amount of Credit	Downtime Per Month *
Upper Level	Lower Level		
< 99.99%	99.9%	10%	≤43.8 minutes
< 99.9%	99.5%	25%	≤ 3.6 hours
< 99.5%	0%	50%	> 3.6 hours

The credit (“Outage Credit”) to which the Customer may be entitled under this section will be equal to the applicable credit percentage identified in the table below of Customer’s monthly recurring charges for the affected Service.

### Service Restoration

In the event of an Outage, HBPW will notify the Customer within 1 hour of the incident and will provide the Customer with regular updates and an Estimated Time to Repair (ETTR).

In the event of an Outage, HBPW will operate to achieve a 4 hour or better Mean Time to Restore (MTTR).

### Chronic Outage

In the event Customer experiences chronic Outages with respect to any Service, Customer will be entitled to terminate the affected Service. A Service suffers from chronic Outages if such Service, measured over any Calendar Month, experiences more than five Outages, or more than 48 aggregate hours of Outages. The customer may at its sole and exclusive remedy for chronic Outages, upon 30 days prior written notice to HBPW, terminate the Affected Service without incurring any early termination charges.

### Terms and Conditions

HBPW is offering the Service in accordance with the HBPW Rate Book and applicable Service agreement. In the event of a conflict between the terms of this document and the Rate Book, the terms of this document will be controlled.

To be eligible for an Outage Credit under this SLA, the Customer must, in addition to complying with the other terms included in this SLA, be in good standing with HBPW and current on their obligations, and submit necessary supporting documentation and request reimbursement within 30 days of the conclusion of the service month in which the Outage occurs.

HBPW will determine the Outage Credit to be provided to the Customer. A customer may receive Outage Credit for a particular impacted service for a maximum of four months in any 12-month period.

### Restrictions and Exclusions

An Outage will not be deemed to have occurred in the event that the Service is unavailable or impaired due to any of the following:

- a) Interruptions caused by the negligence, error or omission of Customer or others authorized by Customer to use or modify Customer’s service;
- b) Interruptions due to failure of power at Customer’s Service Address;
- c) Interruptions due to poor performance of Customer Premises Equipment (CPE);

- d) Interruptions during any period in which HBPW technicians are not given access to the Service Address;
- e) Interruptions during planned maintenance which HBPW communicated to the Customer;
- f) Interruptions during any period when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis;
- g) Interruptions resulting from force majeure events beyond control of HBPW including, but not limited to, acts of God, pest damage, government regulation, labor strikes or national emergency;
- h) Interruptions resulting from the inability to secure component parts;
- i) Interruptions resulting from incorrect, incomplete or inaccurate orders and/or network specifications from the Customer;
- j) Interruptions resulting from a failure of a carrier other than HBPW providing service.

# Appendix 4 – Sales Agreements

## A. Dark Fiber Sales Agreement

Board of Public Works  
Holland Michigan  
Commercial/Industrial

Application for an Extension of Fiber Optic Cable

Applicant:  
Location Address:  
Service Description

Contract

The above named applicant(s) and/or property owner are responsible for the following:

1. To provide acceptable easements for the extension, grading within 0.5 feet of final grade before fiber construction, and to maintain final grading after completion of project, specifications of interface type and quality of service, site plans, etc., needed to properly install the fiber optic cable and interface.
2. To provide tree trimming and/or tree removal prior to fiber construction.
3. To provide adequate truck and other access for construction and maintenance of the fiber optic cable and interface.
4. To install, own, and maintain the building cabling from the interface to and in the building.
5. To make a payment to the BPW as provided in the Quote Number 10374 incorporated in and made a part of this agreement.
6. To continue BPW fiber service at the locations covered by this agreement and existing Dark Fiber Lease Agreement terms.
7. To pay the monthly or other charges described in the Quote and pay the rates set by the BPW from time to time thereafter and to abide by and be bound by the rules of service and security policies adopted by the BPW from time to time to govern use of the fiber optic infrastructure. The rules of service and security policies are or will be maintained at the offices of the BPW and will be available upon request.

Applicant Signature \_\_\_\_\_ Date: \_\_\_\_\_

## B. Active Ethernet Sales Agreement

Board of Public Works  
Holland Michigan  
Commercial/Industrial

Application for an Extension of Fiber Optic Cable

Applicant:  
Location Address:  
Service Description

Contract

The above named applicant(s) and/or property owner are responsible for the following:

1. To provide acceptable easements for the extension, grading within 0.5 feet of final grade before fiber construction, and to maintain final grading after completion of project, specifications of interface type and quality of service, site plans, etc., needed to properly install the fiber optic cable and interface.
2. To provide tree trimming and/or tree removal prior to fiber construction.
3. To provide adequate truck and other access for construction and maintenance of the fiber optic cable and interface.
4. To install, own, and maintain the building cabling from the interface to and in the building.
5. To make a payment to the BPW as provided in the Quote Number 10376 incorporated in and made a part of this agreement.
6. To continue BPW fiber service at the locations covered by this agreement and existing Dark Fiber Lease Agreement terms.
7. To pay the monthly or other charges described in the Quote and pay the rates set by the BPW from time to time thereafter and to abide by and be bound by the rules of service and security policies adopted by the BPW from time to time to govern use of the fiber optic infrastructure. The rules of service and security policies are or will be maintained at the offices of the BPW and will be available upon request.

Applicant Signature \_\_\_\_\_ Date: \_\_\_\_\_

## C. Fiber Internet and Shared Gigabit Sales Agreement

1. Broadband services include Fiber Internet, Shared Gigabit, Active Ethernet, Dark Fiber, and Transit. Review the complete description of services in the Terms of Service.
2. To provide acceptable easements for the extension, grading within 0.5 feet of final grade before network construction, and to maintain final grading after completion of the project, specifications of interface type and quality of service, site plans, etc., needed to properly install the fiber optic cable, network cable, and/or interface.
3. To provide completed [Fiber Build Authorization](#).
4. To provide tree trimming and/or tree removal before network construction as required.
5. To provide adequate truck and other access for construction and maintenance of the network cable and interface.
6. To install, own, and maintain the building cabling from the interface to and in the building.
7. To provide a Wi-Fi router with no monthly rental fees and to acknowledge that HBPW (Holland Board of Public Works) is not responsible for the maintenance of customer-owned equipment.
8. To make a payment to HBPW (Holland Board of Public Works) as selected above incorporated in and made a part of this agreement. Past-due payments are subject to a 2% charge in the amount of arrears and will be assessed in the next billing cycle.
9. To continue HBPW broadband service at the locations covered by this agreement with no contract period. The customer may terminate the service at any time for any reason by providing notice to HBPW. The notice must be provided to the HBPW Fiber Customer Service department and include the customer's account information and the desired termination date.
10. To pay the monthly or other charges as described for the Initial Service Period and pay the rates set by the HBPW from time to time thereafter and to abide by and be bound by the rules of service and security policies adopted by the HBPW from time to time to govern the use of the Broadband Service. The rules of service and security policies are or will be maintained at the offices of HBPW and will be available upon request.
11. To provide one seasonal hold per 12-month period with the understanding there is a 3-month minimum and a 6-month maximum time frame for this request. A one-time service fee of \$20 will be assessed during both the disconnection and reconnection of service.
12. To return all HBPW-owned equipment upon termination of service<sup>2</sup>.

<sup>1</sup> If you occupy a building with multiple tenants you can qualify for a 1-year Initial Service Period.

<sup>2</sup> Failure to return equipment within 5 days. Unreturned equipment shall incur a charge of \$200 equipment fee.

Approved by Holland BPW's Board of Directors December 15, 2025.

Approved by Holland City Council December 17, 2025.

# Appendix 5 – Fiber Build Authorization Form

## FIBER BUILD AUTHORIZATION

### Holland Board of Public Works Broadband Services

625 Hastings Ave, Holland, MI 49423

*Must be signed by property owner*

Owner Information		
Name:		
Physical address:		
City/Township:	State:	ZIP Code:
Email:	Phone:	
Mailing Address (If different than above)		
City/Township:	State:	ZIP Code:
Additional Facilities		
<p>When installing fiber optics for services, it is important to know of all buildings on the property you are interested in having service to. Garages, sheds, secondary living quarters and all other improvements on the same property you want services to should be noted below. There may be additional installation and/or service charges for buildings other than the primary location depending upon the work required and services desired. If the space below is left blank, the Holland Board of Public Works (HBPW) will not install service facilities to anywhere other than the primary building.</p> <p>BUILDINGS OTHER THAN THE MAIN BUILDING ON THE SAME PROPERTY YOU WOULD LIKE SERVICE AT:</p>		
Private Utilities Disclosure		
<p>When installing fiber, HBPW follows procedures set forth by the Michigan Damage Prevention Board (MDPB) and Miss Dig 811 to help locate existing utility lines. However, private utility lines such as sprinkler systems, buried lines to out buildings, septic systems, drain fields, underground invisible fence lines, etc. are not a part of the Miss Dig system. In an effort to prevent disturbing private utilities, please let us know of any private lines you are aware of and provide us a telephone number we can reach you at to discuss their location. HBPW shall not be responsible for damaging or disturbing utility lines that are not disclosed and properly located by the undersigned.</p>		
Authorization		
<p>The undersigned hereby grants to the HBPW permission to construct, operate and maintain a communication line or system on, over, or under the premises described in the "Owner Information" box above and in or upon all streets, roads, or highways abutting said premises. The undersigned further agrees that in the event that said undersigned does not own all private land or lands necessary to be crossed or accessed, as stated above, he or she or they shall obtain all necessary permission from the owner or owners of said land or lands, and shall submit same to HBPW prior to installation of service. The undersigned hereby grants to HBPW access to the premises of undersigned at all reasonable times for the purpose of installing, repairing, maintaining</p>		

or removing any service to the premises, and if requested shall provide to HBPW an easement for such use and purposes. Application for service is still required. The undersigned agrees to the HBPW Broadband Terms of Service and in the event of a dispute the HBPW Broadband Terms of Services shall govern. (<https://hollandbpw.com/en/customer-service/terms-of-service>)

Name (please print):

Signature:

Date:

Please return this completed form via mail or email to:  
Holland Board of Public Works - Broadband Services  
625 Hastings Ave, Holland, MI 49423  
Email: [fibersupport@hollandbpw.com](mailto:fibersupport@hollandbpw.com)

IF YOU HAVE ANY QUESTIONS REGARDING THE FIBER BUILD PROCESS OR SERVICES AVAILABLE AT YOUR LOCATION, PLEASE CALL HBPW Customer Service at 616-355-1500.

REV 01042024-1

# Appendix 6 - Network Management

## A. Practices

- HBPW prioritizes network reliability and performance to ensure consistent service for customers.
- During peak hours, HBPW may apply reasonable network management techniques to optimize overall network performance. These techniques include load balancing, traffic shaping, and congestion management.
- HBPW does not discriminate against specific applications or services.
- HBPW reserves the right to throttle or block traffic that goes against the Terms of Service at <https://hollandbpw.com/en/customer-service/terms-of-service>.
- HBPW does not engage in paid prioritization.

## B. Privacy

- HBPW respects your privacy and adheres to applicable data protection laws.
- HBPW's Privacy Policy outlines how we collect, use, and protect your personal information. Our Privacy Policy may be seen at <https://hollandbpw.com/en/privacy>.

## C. Speed and Data Allowances

- Advertised speeds represent the maximum achievable under ideal conditions.
- Actual speeds may vary due to network congestion, distance from the network host, and other factors.
- Service plans do not include Data allowances (Data Caps), but excessive bandwidth abuse may result in reduced speeds.

## D. Usage Conditions

- Customers are subject to HBPW Terms of Service seen at <https://hollandbpw.com/en/customer-service/terms-of-service>.

## E. Glossary

### Load balancing

A technique used to distribute network traffic across multiple servers, devices, or paths. It optimizes resource utilization and prevents congestion by ensuring that no single server or path is overwhelmed.

*Holland BPW Fiber may use this technique.*

**Traffic shaping**

Regulating the flow of network traffic by controlling the rate at which data packets are transmitted. It helps prioritize critical traffic and smooths out bursts of data.

*Holland BPW Fiber may use this technique.*

**Congestion Management**

Strategies for handling network congestion. When network resources are overwhelmed, congestion occurs, leading to packet loss and degraded performance. These techniques prioritize traffic, manage queues, and prevent network collapse during high-demand periods.

*Holland BPW Fiber may use this technique.*

**Paid prioritization**

ISPs (Internet Service Providers) sometimes offer faster access to specific content or services in exchange for payment. It allows certain traffic to bypass congestion and receive preferential treatment. This is also referred to as "fast lanes."

*Holland BPW Fiber does not use this technique.*

**Data allowances (data caps)**

Some ISPs (Internet Service Providers) limit the amount of data a user can transfer over a network within a specific time period (e.g., monthly).

*Holland BPW Fiber does not use this technique.*

# Appendix 7 – Digital Millennium Copyright Act (DMCA) Policy

Digital Millennium Copyright Act (DMCA) Policy  
The Holland Board of Public Works (HBPW)

## 1. Introduction

The Holland Board of Public Works (HBPW) as an online service provider, respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws, we have established the following policy to address claims of copyright infringement.

## 2. Designated Agent

HBPW has designated an agent to receive notifications of alleged copyright infringement. If you believe that your copyrighted work has been used in a way that constitutes copyright infringement, please send a written notification to our designated agent:

### Designated Agent:

Superintendent of Broadband Services  
Holland Board of Public Works  
625 Hastings Ave  
Holland, MI 49423  
[dmca@hollandbpw.com](mailto:dmca@hollandbpw.com)  
Phone: 616.355.1500

## 3. Filing a DMCA Notice of Alleged Infringement

To be effective under the DMCA, your notification must be a written communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the copyright owner.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple works, a representative list.
3. Identification of the material that is claimed to be infringing and information reasonably sufficient to permit HBPW to locate the material.
4. Information sufficient to allow HBPW to contact you, including your mailing address, telephone number, and email address.
5. A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Incomplete or invalid notifications may not be processed.

#### **4. Counter-Notification**

If you believe that the material identified in a DMCA notice was removed or disabled due to mistake or misidentification, you may file a counter-notification. The counter-notification must include:

1. Your physical or electronic signature.
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled.
3. A statement under penalty of perjury that you have a good-faith belief that the material was removed or disabled due to mistake or misidentification.
4. Your name, mailing address, telephone number, and email address, and a statement that you consent to the jurisdiction of the federal court for the judicial district in which your address is located, or if your address is outside the United States, for any judicial district in which HBPW may be found, and that you will accept service of process from the person who provided the DMCA notice or an agent of such person.

Counter-notifications must be sent to the designated agent listed above.

#### **5. Repeat Infringers**

HBPW reserves the right to terminate accounts or access to our services for users who are determined to be repeat infringers in accordance with applicable law. The HBPW Repeat Infringer policy is located at <https://hollandbpw.com/en/dmca-policies>

#### **6. Misrepresentation**

Any person who knowingly materially misrepresents that material or activity is infringing, or that material or activity was removed or disabled by mistake, may be liable for damages, including costs and attorneys' fees.

#### **7. Changes to This Policy**

HBPW reserves the right to modify this DMCA policy at any time. Updates will be posted on our website, and the effective date will be revised accordingly.

#### **8. Contact Us**

For further questions regarding this DMCA policy, please contact our designated agent listed above.