



# **Electric Terms of Service**

**Holland Board of Public Works**

**Effective December 1, 2023**

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# General Terms of Service

## 1. Definitions

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

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

## 2. General Provisions

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

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

### A. Obligations

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

### B. Continuity of Service

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

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

### **3. New Service Requirements**

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

#### **A. Residential Service**

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

#### **B. Business Service**

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

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

## **4. Readiness to Serve**

All active accounts will be billed the readiness to serve charge based on account type and size. Service must be completely disconnected or suspended to eliminate the readiness to serve charge. Disconnect/Reconnect fees may apply.

### **A. Discontinuation of Service**

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

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

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

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

### **A. General**

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

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

## **B. Estimated Consumption**

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

## **C. 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.

## **D. Late Charges**

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

## **E. Billing Errors**

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

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

1. An incorrect meter read whether by Person or electronically.
2. An incorrect Meter Constant.

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

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

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

## **F. Account Security Deposits**

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

Security deposits shall be determined as follows:

1. A deposit required as a condition of obtaining a **new residential service**, or when it is required for providing or continuing residential service due to a prior outstanding account that is not in dispute, shall be equal to two (2) times the utility system average monthly bill for residential service as determined by HBPW.
2. A deposit required as a condition of obtaining a **new commercial or industrial service**, or when it is required for providing or continuing commercial or industrial service due to a prior outstanding account that is not in dispute, then the amount shall be equal to two (2) times the average or estimated monthly bill for a similar Commercial or Industrial Customer's service, or projected load of the new service as determined by the Customer and approved by HBPW.
3. An initial deposit equal to two (2) times the estimated monthly bill for the premise(s) is required for Tenant accounts that are placed on Rate K. Deposit amounts will be reviewed annually for deposit modifications based on load changes. Deposits on Rate K accounts shall be credited to the Tenant's account, or to the individual or entity that paid the deposit on behalf of the Tenant, only upon the termination of utility service(s) with the account in good standing. For Rate K tenants, a Standby Letter of Credit may be requested to be used in lieu of a cash deposit, with final approval by HBPW.
4. The amount of the deposit required as a condition of providing, restoring, or continuing residential, commercial or industrial service due to shut-off for nonpayment shall be determined as follows:
  - a. If the Customer has been disconnected once within the last three years, then the deposit shall be two (2) times the average or estimated monthly billing for the Premises.
  - b. If the Customer has been disconnected twice within the last three years, then the deposit shall be three (3) times the average or estimated monthly billing for the Premises.
  - c. If the Customer has been disconnected three times within the last three years, then the deposit shall be four (4) times the average or estimated monthly billing for the Premises.
  - d. If the Customer has been disconnected more than three times within the last three years, then the deposit shall be six (6) times the average or estimated monthly billing for the Premises.
5. The amount of the deposit required as a condition of providing, restoring, or continuing residential, commercial or industrial service due to unauthorized use, diversion, or interference shall be four (4) times the average monthly bill for the Premises.

6. HBPW may also require payment of the delinquent account and approved charges as a condition of providing, restoring, or continuing service if the prior account is in the Customer's or applicant's name, is delinquent and owed to HBPW and accrued within the last six (6) years.
7. With the exception of deposits for Rate K Tenants as outlined in paragraph F.3 above, deposits shall be credited to the Tenant's account, or to the individual or entity that paid the deposit on behalf of the Tenant upon a minimum completion of twelve (12) consecutive months of good credit history or upon the termination of utility service with the account in good standing.
8. HBPW will pay simple interest accrued on account security deposits held annually or when the deposit is returned to the Customer. The interest rate will be updated on July 1 of each year. The interest rate used to calculate interest will be determined by The Federal Deposit Insurance Corporation (FDIC) National Deposit Rate for Savings as of June of the current year.

## **G. Lien as a Security for the Collection of Service Charges**

Except as otherwise provided or limited by state law, the city shall have as security for the collection of all charges for utility services as authorized by the Revenue Bond Act of 1933, as amended, a lien upon the Premises to which such services were supplied. Such liens shall become effective immediately upon the distribution or supplying of such service or services to such Premises. The term "charges for utility service" shall mean the rates, fees, rentals and all other charges for furnishing such service and all repairs, maintenance and alterations of such service which the City determines` to be the responsibility of the service Customer.

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

## **I. Placement on Tax Rolls**

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

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

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

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

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

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

## **6. Shut-Off Policy**

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

### **A. Notice**

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

### **B. Permissible Shut-Off**

HBPW may shut off service to a Customer on the date specified in the notice of shut-off or at a reasonable time following that date. If HBPW does not shut off service and mails

a subsequent notice, then HBPW shall not shut off service before the date specified in the subsequent notice. Shut-off shall occur only between the hours of 8 a.m. and 4 p.m.

## **C. Shut-Off When Restoration Services Are Not Available**

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

## **D. Contact to Customer**

### **I. Generally**

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

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

### **II. Remote Shut-Off**

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

### **III. Documentation; Contact by Telephone**

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

## **E. Restoration**

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

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

## **F. Charges for Shut-Off and Restoration**

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

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

### **I. Postponement**

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

### **II. Restoration**

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

### **III. Other Protections**

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

## **H. Active Duty Customers**

Active Duty Customers are residential households where:

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

## **I. Shut-Off Prohibited**

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

## **II. Notification**

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

## **III. Duty Not Void**

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

## **IV. Payment Plan**

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

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

## **7. Complaint Resolution**

### **A. Complaint**

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

### **B. Initial Review**

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

### **C. Final Review**

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

## **8. Social Security Number Policy**

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

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

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

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

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

## **9. E-Services Privacy, Terms & Conditions**

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

Any questions regarding the privacy policy or terms and conditions should be directed to [customerservice@hollandbpw.com](mailto:customerservice@hollandbpw.com).

## **10. Theft**

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

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

If the actual amount of service lost to the theft or diversion cannot be determined, the amount will be estimated using previous account history. If neither the actual amount of

service nor an estimated amount of service for the particular account can be determined, the account shall be assessed the average usage for the class of service prorated to the time the theft or diversion occurred. There is no limitation on the time period for which past charges will be assessed.

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

## **11. Miscellaneous Provisions**

### **A. Other Remedies**

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

### **B. Forms**

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

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

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

# Electric Terms of Service

## 12. Electric Service Franchise Area

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

## 13. Definitions

- **Accessible:** Capable of being reached; within reach to HBPW staff.
- **Ampere:** Unit of electrical current.
- **Contiguous Parcels:** Pieces of real estate that are adjoined or adjacent to each other and share a common boundary, not separated by a public street.
- **Demand:** The maximum amount of electrical energy that is being consumed at a given time. It is measured in both Kilowatts and Kilovolt-Amperes.
- **Distributed Energy Value:** A seasonal determinant of the outflow credit for generation from customers participating in the Distributed Generation Program. The Value is updated annually, and will be the greater of the customer's applicable Energy charge, or the calculated rolling 3-year average of HBPW's seasonal wholesale Energy, capacity and delivery costs.
- **Distribution Line:** That portion of HBPW's system which delivers Primary and Secondary Voltage from transformation points on the electric system to the customer.
- **Electric Power:** A term used in the electric industry to mean inclusively power and energy, expressed in Kilowatts and Kilowatt-Hours.
- **Energy:** That which does or is capable of doing work. It is measured in terms of the work it is capable of doing; electric energy is usually measured in Kilowatt Hours (kWh).
- **Hertz (Hz):** Cycle per second.
- **Horsepower (hp):** Unit of mechanical power equivalent to 746 watts of electrical power.
- **Kilovolt-Ampere (kVA):** Unit of apparent electrical power which at 100% Power Factor is equivalent to one Kilowatt.
- **Kilowatt (kW):** One thousand Watts.
- **Kilowatt-Hour (kWh):** Unit of electrical energy equivalent to the use of one Kilowatt for one hour. The Kilowatt-Hour is used to measure and track consumption on utility bills.
- **Load:** The amount of Power or Kilovolt-Amperes delivered at a given point.

- **Load Factor:** The average Power divided by the peak Power over a period of time.
- **Point of Common Coupling:** The point at which the Customer's electrical conductors connect with HBPW's distribution system.
- **Power:** The rate at which electrical energy is transferred by an electric circuit measured in Kilowatts (kW).
- **Power Factor (P.F.):** Ratio of real Power flowing to the Load (watts) to apparent Power in the circuit (volt-amps), expressed in a percentage (%).
- **Primary Voltage:** Nominal Voltage of 7,200 Volts or 12,470 Volts.
- **Qualified Facility (QF):** A cogeneration or small power production facility that meets certain ownership, operating, and efficiency criteria established pursuant to the Public Utility Regulatory Policies Act (PURPA).
- **Riser Pole:** Pole where the transition takes place between underground and overhead facilities. May be primary or secondary.
- **Secondary Voltage:** Nominal voltage of 480 volts or less.
- **Service Entrance Conductors:** The customer-owned conductors between the customer's main disconnecting device and the termination of HBPW's service conductors.
- **Service Upgrade:** Replacement of a service panel, meter socket or transformer to a unit with a larger capacity rating, or any customer change that requires HBPW to increase the size of its service conductor to the Service Location for an existing Customer.
- **Volt:** Unit of electrical force.
- **Watt:** Represents a basic unit of electricity. It's a small unit of measurement used to describe the electric consumption of individual devices or small appliances.

## **A. Michigan Sales Tax**

Bills for electric service 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.

# **14. Service Conditions**

## **A. Description of Service**

### **I. Available Voltages**

1. Single phase 120/240 volt or 120/208 volt three wire service is available.
2. Three phase, four wire 120/208 volt or 277/480 volt may be made available for commercial and industrial services. Three phase residential services are available at HBPW discretion.
3. Primary Voltage service at 7,200/12,470 volt, three phase, four wire, is available. All equipment necessary for the protection of the customer's equipment and the control of electricity shall be located on the customer's side of the point of delivery and shall be furnished, installed, and maintained by the customer. Point of delivery shall be at the customer's electrical connection to the HBPW's metering equipment.
4. The HBPW is not required to provide more than one service to a customer's premises. In cases where the HBPW permits an additional service, the customer shall pay the additional costs involved.
5. If a customer desires a three phase voltage different from the established voltage in the area, it may be furnished at the HBPW's option. In such cases, the customer may incur extra costs involved. In such cases where there is more than one established voltage in the area, the HBPW shall determine which voltage will be furnished and any applicable costs.

### **II. Access to Premises**

Employees of HBPW shall have the right to enter upon the premises of any electric customer at any time during normal business hours for the purpose of meter examination, testing, changing and/or moving any electrical equipment, meters,

apparatus, and/or wiring, making a connected load count, or measuring the customer's maximum electric Demand.

(Ord. No. 1537, 7-1-09)

### **III. Customer Responsibility—Electric Meters**

Each customer shall have the responsibility for installing electric metering sockets to permit HBPW to connect its meter or metering system to the city electric distribution system. The meter socket, meter, or metering device shall be and remain Accessible to employees of HBPW and must be maintained in front of and to both sides of the meter for installation, operation, testing, and replacement. HBPW may promulgate additional rules and regulations regarding the technical requirements and specifications for connection to metering devices.

In the event HBPW should change its meters or implement an alternate meter reading system, the customer, upon not less than thirty (30) days' notice, shall arrange for the necessary electrical installation, including but not limited to the replacement of electric meter sockets, in order to make the customer connection compatible with the new meters or alternate meter reading system.

HBPW may, from time to time, offer an installment payment of costs or other financial incentive to the customer for the conversion of the customer equipment in order to construct and install compatible metering sockets and equipment for the meters or metering system of HBPW. The terms of the installment payment of costs or other financial incentive shall be incorporated into a resolution as adopted, from time to time, by the directors of Holland Board of Public Works and/or the Holland City Council, which shall specify the assistance available to customers.

In the event a customer fails to pay for the conversion of the electric metering socket and/or equipment, HBPW shall have the right to enter on the premises and arrange for such connection work to be done and place a lien on the customer premises for such costs and installation. The installation of necessary metering sockets shall be subject to all rights and remedies as permitted by law and charter for the establishment and priority of a lien as permitted by law.

(Ord. No. 1537, 7-1-09) [City of Holland, MI Electrical Service \(ecode360.com\)](http://ecode360.com)

### **IV. Trimming of Trees and Obstructions**

All vegetation maintenance performed by HBPW follows pruning standards approved by the American National Standards for Line Clearance. Our goal is to retain the health of

trees and other vegetation, as we clear lines to ensure customer safety and system reliability. We strive to complete a tree trimming maintenance cycle throughout our service area every three years in order to provide clearance for power lines.

HBPW shall have the right, privilege, and authority to trim trees, overhanging branches, hedges, shrubs, or other obstructions which might endanger the safety or interfere with the construction, operation, and maintenance of any poles, cross-arms, wires, conductors, insulators, or other electrical fixtures, devices, or apparatus of HBPW. By acceptance of electric service from HBPW, each electric customer shall be deemed conclusively to have granted such right, privilege, and authority to HBPW; and if any electric customer thereafter should challenge or object to the exercise of such service in the general utility function of HBPW, service to such customer may be refused and/or discontinued for that reason alone.

(Ord. No. 1537, 7-1-09) [City of Holland, MI Electrical Service \(ecode360.com\)](http://ecode360.com)

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

Trees and tree limbs can sometimes bring down poles and conductors during storms and severe weather. When this happens, problem trees will be cut so HBPW can make needed repairs to restore service. The tree debris, brush and wood may be left on your property during storm events, HBPW does not pick up brush or cut wood as a result of storm damage.

## **15. Use of Service**

Electricity is 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.

(Ord. No. 1537, 7-1-09)

### **A. Customer Equipment**

The customer is responsible for ensuring that their wiring and equipment meet all requirements of the National Electric Code. HBPW may deny or terminate service to any customer whose wiring or equipment constitute a hazard to HBPW employees, equipment, or its service to others.

The customer shall install and maintain the necessary devices to protect their equipment against service interruptions, phase loss, variations in voltage and other disturbances in HBPW electric transmission and distribution system, as well as the necessary devices to protect HBPW system equipment against overload caused by the customer's equipment.

### **B. Equipment on Poles**

It is the intent of HBPW to provide a safe working environment for its employees and additional parties with whom HBPW has a pole attachment agreement by regulating the attachment of customer-owned equipment to HBPW poles.

1. Customer-owned equipment will not be installed on HBPW poles for new installations.
2. HBPW will furnish and install a service pedestal adjacent to the pole for connection to customer's underground service conductors. The service pedestal will be the service point and will be the demarcation point between the HBPW distribution system and the customer's underground facilities.

Upon replacement of a pole, HBPW, at its discretion and expense, may either relocate customer owned facilities to the new pole, or remove the customer owned facilities from

the pole and establish the service point as a service pedestal installed adjacent to the pole. HBPW will inform the customer of the needed relocation and determine a mutually agreeable location for the customer-owned equipment.

Customers shall remove customer owned facilities from HBPW poles if the existing underground service conductors are replaced or the entire pole mounted facility requires replacement due to damage or deterioration.

1. Customers shall obtain approval of the service point and meter location before starting installation of a new or additional service entrance. Customer is responsible for installing the underground service conductors from HBPW service pedestal to their service equipment.
2. Modifications to customer owned facilities must comply with the requirements of the current edition of the National Electric Code.

Any exceptions to the above requirements must be approved by HBPW.

## **C. Power Quality**

The customer shall use the service as not to cause interference, affect voltage, affect frequency, add harmonics, or cause other disturbances to the HBPW electric system or another customer's service. If HBPW notifies the customer of such a condition, the customer shall discontinue operation of equipment causing such condition until a correction has been made. If the customer does not remedy the condition within HBPW requested time frame, HBPW will discontinue service until the customer has remedied the situation and has paid fees for investigations and reconnections.

The customer will be charged for all costs associated with alterations to HBPW electric system required to continue proper operation in conjunction with the customer's equipment. In determining the existence of disturbances, HBPW will rely on the latest revision of all pertinent IEEE and ANSI Standards. HBPW may also use other appropriate standards or criteria in determining disturbances to the HBPW electric system.

## **D. Tampering with a Metering Device**

An electric customer of HBPW shall not tamper with any HBPW equipment; install or have installed any wiring, connection, apparatus, or other device which prevents the electric meter or metering system from registering or recording properly all energy used; or to be used; or which enables such customer to obtain or use any electric energy

without the same having been registered properly by any electric meter or metering device of HBPW.

This section shall supplement and not be in lieu of any provision of state law, including but not limited to MCL 750.282. A violation of this section shall constitute a class 2 municipal civil infraction under Section 9-15 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.

(Ord. No. 1537, 7-1-09, Ord. No. 1626, 6-04-14)

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

## **E. Shut-Off Policy**

This policy applies to all customers of HBPW who receive electric services; however, noted provisions apply solely to residential customers. It is the policy of HBPW to conform to all requirements of MCL 460.9c – MCL 460.9s (the “Act”) with regard to residential electric utility shutoffs.

HBPW shall adhere to the following policy.

## **I. General Requirements**

### **1) Proper Shut-Off**

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

1. The customer has not paid a delinquent account that accrued within the last six (6) years.
2. The customer has failed to provide a deposit or guarantee as required by HBPW.
3. The customer has engaged in unauthorized use of HBPW’s service.
4. The customer has failed to comply with the terms and conditions of a payment plan entered into with HBPW in accordance with HBPW's rules.
5. The customer has refused to arrange access at reasonable times for the purpose of inspection, meter reading, maintenance, or replacement of equipment that is installed upon the premises or for the removal of a meter.

6. The customer misrepresented his or her identity for the purpose of obtaining HBPW service or put service in another person's name without the permission of the other person.
7. The customer has violated any rules of the provider so as to adversely affect the safety of the customer or other persons or the integrity of HBPW's system.
8. 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.

## **2) Improper Shut-Off**

1. HBPW may not shut off service to a customer for any of the following:
2. The customer has not paid for concurrent service received at a separate metering point, residence, or service location.
3. The residential customer account is delinquent for nonpayment during the winter protection season between November 1st and April 15th.
4. 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.

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

### **1) Notification**

HBPW shall notify the Michigan Public Service Commission of any shut off of 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.

## **F. Termination of Service**

HBPW, upon approval of the Holland City Council, may adopt a termination of electric service policy establishing the terms and conditions under which electric service to any customer may be suspended, discontinued, or terminated. In the event a termination of service requirement is adopted by state law which is applicable to HBPW, HBPW shall not adopt a policy which is less restrictive than applicable statutory provisions.

(Ord. No. 1537, 7-1-09)

Termination of services are subject to applicable service charges.

## **16. Metering**

### **A. General**

All energy sold to customers will be measured by a meter owned and maintained by HBPW. In locations where it is impractical to meter, such as street lighting or some temporary special installations, consumption will be calculated and billed according to an approved monthly rate.

### **B. Installation/Ownership**

The customer is responsible for installing and maintaining a metering socket(s). Approved one and two position metering sockets will be provided to the customer at no charge by HBPW. Metering sockets with three or more positions will be supplied at the customer's expense.

HBPW shall maintain the transformer rated meters, sockets, potential and current transformers, and metering cabinet.

Customers shall furnish, install, own, and maintain all other service equipment, wiring, and conduits from the weatherhead of an overhead service connection or from the service pedestal or transformer of an underground service connection. See Section 16I Primary Metering guidelines for equipment ownership details for primary metered customers.

## **C. Metering Specifications**

1. 120/240 volt single phase service, 200 Ampere or less, shall use 4 jaw meter socket. 400 Ampere service shall use class 320 self-contained socket.
2. 120/240 volt single phase services will not be supplied from a 120/208 volt three phase supply.
3. 120/208 volt and 277/480 volt three phase service, 200 Ampere or less, shall use 7 terminal self-contained meter socket. 400 Ampere service shall use class 320 - 7 terminal self-contained socket. All 3 phases must be supplied to the meter socket for proper meter operation.
4. Meter sockets shall be furnished by HBPW. Customer is responsible for installation, wiring connections, and maintenance of the meter socket.
5. Installed height of meter shall be between 3 feet and 6 feet above grade.
6. Metering installations not covered by paragraphs 1 or 2 as shown above or variations to the above specifications shall be approved in advance by the HBPW Electric Engineering Department.

## **D. Equipment Location**

HBPW requires that all electric metering devices be Accessible for inspection and maintenance at any time. As such, all metering equipment shall be located outdoors unless otherwise approved by HBPW. Metering equipment may not be behind debris, locked fences, gates, or obstructions. Decks, walls, vegetation, or any obstruction are not permitted within 36 inches of any HBPW electrical equipment per the latest revision of the National Electric Code.

HBPW may require metering equipment to be relocated if the current location does not meet accessibility standards.

HBPW may approve the installation of metering equipment indoors when there is no suitable outdoor location. Indoor locations shall remain Accessible to HBPW and must be kept free of obstructions.

All metering locations shall meet the clearance requirements specified in the National Electric Code.

Meter sockets, meter connection boxes, and instrument transformer enclosures shall not be used as junction boxes for supplying the customer's branch circuits or grounding conductor termination. No wiring other than service entrance and bonding conductors shall be run through this equipment.

The height of a single meter panel shall not be less than three feet nor more than five and one-half feet above finished grade or floor level.

For stacked multiple meter socket panels, the lowest meter shall not be less than two feet from the floor for indoor locations. For outdoor locations, the installed meter centerlines shall be a minimum of thirty inches from finished grade and a maximum of seventy-two inches from finished grade, and shall be limited to a maximum four meter stack.

## **E. Multiple Occupancy Buildings**

The metering equipment for multiple occupancy buildings, where several floors, apartments, stores, etc. are rented separately, shall be grouped in a HBPW approved location where they will be Accessible at all times to HBPW service employees. Metering equipment in multiple occupancy buildings shall be plainly marked with permanent tags identifying the portion of the building served. Such identification is the responsibility of the owner and must be verified prior to meter installation. If identification changes after meter installation or verification does not occur, any billing discrepancies are the responsibility of the owner. Refer to Section 15A for further information on the prohibition of resale of electricity in multiple occupancy buildings.

## **F. Separate Disconnect**

Customers shall provide a separate disconnect for utility and emergency purposes for each service that isn't a self-contained metered service, in multi-occupancy buildings, that are installed or upgraded after January 1, 2019. The disconnect shall be Accessible to emergency and utility personnel, capable of interrupting the customer Load, and lockable by the utility. The disconnect and access to it shall be maintained by the property owner.

Transformer rated services without separate disconnects that are delinquent accounts shall provide a separate disconnect within 90 days of disconnection notice. Failure to do so will result in discontinuation of services until remedied.

## **G. Meter Calibration Request**

Upon customer request and subject to applicable fees, HBPW may check meter calibration to ensure it is within the permitted accuracy limits of plus or minus two percent. Inaccurate meters will be repaired or replaced.

## **H. Damaged Meter**

The customer shall be held liable for damage to the meter from acts of carelessness, negligence, or willful damage. This includes damage caused by ice buildup or falling ice. HBPW will repair or replace any meter so damaged and the cost shall be billed to the customer.

## **I. Primary Metering Guidelines**

Customers served with Primary Voltages choose to own and maintain their transformer(s). Customers with individual services larger than 2,000 kVA are required to be primary metered. The following guidelines will apply:

### **I. Holland Board of Public Works Responsibilities**

HBPW will furnish, install and maintain the primary service and metering equipment and cabinet in accordance with the applicable rates and extension policies. "Primary Service" is defined as the utility's overhead drop or underground lateral conductors from the last pole, switchgear or other HBPW structure to the customer's property line.

HBPW shall install the primary service to the customer's property line or determined location and make final connections at the metering cabinet or overhead rack. Primary metering may be padmounted or on a Riser Pole (as specified by the HBPW).

### **II. Primary Metering Customer**

The customer shall apply to HBPW for proposed primary service and obtain approval of the location, equipment, and design before starting installation of the service entrance. Customers shall submit a plan view drawing of the installation and shop drawings of switchgear to HBPW for approval prior to finalizing orders for service equipment to avoid delays and unnecessary expense for the customer and HBPW.

Service entrance equipment located at the service point shall include a three-phase, gang-operated load break disconnection means and overcurrent protection. The disconnect shall be located to provide visible open and operating capabilities to both the customer and HBPW.

Any exceptions to the above requirements must be approved by HBPW.

The customer installs and owns cables up to the metering cabinet, as specified in the "APPLICATION FOR AN EXTENSION OF ELECTRIC LINES" contract. A two-hole NEMA standard lug shall be provided for each conductor including the neutral bus.

## **J. Transformer Purchase Procedure**

In the event that an HBPW customer would like to purchase an HBPW-owned transformer, the following guidelines are established.

1. In the event that an HBPW customer is without electricity due to failure of a customer owned transformer, the customer may purchase a transformer from the HBPW stock in order to restore Power to their facility, as long as there is adequate stock to meet HBPW system needs. HBPW will then order an equivalent replacement for stock and the customer will pay for the replacement transformer including sales tax, delivery charges and 10% service charge.
2. If a customer desires to purchase an HBPW-owned transformer that is currently in service at the customer's site, HBPW may offer the transformer for sale to the customer for the fair market value of the unit. The market value will be determined by HBPW based upon the value of used transformers that are currently for sale, but the value shall not be less than 25 percent of the price of the unit when it was purchased new. If the customer accepts the market price and documents the intent to purchase, HBPW will declare the transformer surplus and offer it for sale to the customer for the established price plus any sales tax that may be required.
3. HBPW provides no guarantee or warranty on the transformer unit or its installation. All customer owned primary metered and transformer installations must comply with HBPW primary metering policy and National Electric Code requirements. The customer is responsible for transformer size requirements and may be required to replace the transformer in order to comply with the NEC.

## **K. Totalized (Aggregate) Metering**

HBPW requires totalized metering in accordance with all of the following conditions:

1. Meters servicing a single facility or multiple facilities located on a single parcel or Contiguous Parcels for a Customer and their affiliates. An affiliate is any person or entity that shares at least 10% direct or indirect common ownership or control.
2. Only meters of the same voltage and that are billed under Rate K will be totalized. Each meter contributing to the total must also individually qualify for Rate K.
3. Metered backup services, or those services that are essentially on stand-by with no consistent usage, are permitted on a case-by-case basis. Backup services shall be of the same voltage and able to qualify for Rate K while in use. Backup meters will incur a monthly meter charge but do not need to consistently meet the Rate K demand requirement to be included as a totalized meter.

4. The total kWh for the totalized meters and the coincident peak Demand (kW) of the totalized meters shall be used for billing purposes.
5. Totalized metering will result in a single account and bill. Full payment of the totalized bill will be required each month. HBPW is not obligated to provide segmented accounting on totalized meters.

## **17. Selection of Rates**

The customer will be placed on the appropriate rate at the time service is initiated, or within an appropriate time frame after a change of account or new service request. In some cases, the Customer may be eligible to take service under any one of two or more rates. Upon request, the HBPW will assist the customer in the selection of the rate, based on the best available information, but the responsibility for the selection of an appropriate rate shall be the sole responsibility of the customer.

When it is applicable for a customer to select a rate, the customer may not change from that rate to another rate until at least twelve (12) months have elapsed. The customer shall not evade this rule by temporarily terminating service. HBPW may waive the provisions of this paragraph where it appears that a change of the rate is necessary for permanent rather than temporary or seasonal advantage. The intent of this rule is to prevent frequent changes from rate to rate. The determination of business rates is based upon the average kW (peak Demand) and Load Factor of the previous twelve months.

No credits or back billed amounts will be issued to accounts when rates are changed. The new rate will become effective at the time of the change.

### **A. Residential Electric Vehicle Charging**

HBPW offers rebates for residential Level 2 EV chargers through the HBPW Beneficial Electrification Program.

The Time-of-Use Rate for Residential Customers possessing a Plug-In Electric Vehicle is a required rate for a minimum of 12 months for all customers receiving a rebate from HBPW for a Level 2, 240V AC, Electric Vehicle (EV) charger installed at their residence. The rate shall be applied to energy use during on, mid, and off-peak time periods as defined on the approved rate sheet.

Level 2 charging is defined as providing 208-240 volt single phase alternating current energy to an onboard battery of an electric motor vehicle that is registered and operable

on public highways in the State of Michigan. Low-speed electric vehicles, including golf carts, are not eligible to take service under this rate, even if licensed to operate on public streets.

Customers shall not back-feed or transmit stored energy from the electric vehicle's battery to HBPW's distribution system. Customers desiring in home use of stored energy from an electrical vehicle battery system shall apply for the HBPW Distributed Generation Program as described in Section 18 below.

## **B. Non-Residential Electric Vehicle Charging**

Level 2 electric vehicle chargers owned by Customers for commercial purposes shall be installed on the Customer's internal electric system and the Customers rate shall apply to all energy usage provided to the charger.

Energy usage by Direct Current Fast Chargers (DCFC) owned by Customers for commercial purposes, and installed on the Customer's internal electric system, shall be charged at the Customer's rate. DCFC's owned by Customers for commercial purposes, and are separately metered by HBPW, qualify for the Non-Residential Vehicle Charging Rate.

Specific provisions and requirements for commercial Level 2 and DCFC's, as well as HBPW rebate opportunities, are further described in the HBPW Non-Residential Vehicle Charger Program Terms and Conditions.

The provision of electric vehicle charging service for which there is no direct per kWh charge shall not be considered resale of service as described in Section 15A.

# **18. Distribution System Extensions**

HBPW will install electrical service connection from its electrical Distribution Lines to a Point of Common Coupling on the customer's premises.

## **A. Service Extensions**

All new and upgraded services must be underground, unless determined by HBPW. If required, HBPW will, at no cost to the customer, upgrade HBPW owned equipment when a Service Upgrade is performed by an existing customer. A cost contribution in construction for all new service extensions, including for existing customers, may be required subject to the Service Extension Fee calculation.

**Service Extension Fee:** For all customer classes where the customer is the property owner, and where the anticipated present value of net revenues over a period determined by HBPW (3-7 years depending on customer class) are less than required by the cost of the project, the applicant shall make a nonrefundable contribution in aid of construction equal to the difference between the installation costs and allowable extension costs to be paid prior to construction. HBPW, at its sole discretion, may elect to review the actual installation costs and the customer's electric charges at the end of the period and make adjustments as necessary. Customers that lease property are responsible for the full cost of any new or upgraded service extension.

## **I. Residential**

HBPW will install, own, and maintain all electric lines and equipment up to the weatherhead of the building.

The customer will install, own, and maintain the secondary service from the weatherhead through the electric meter and all internal residential wiring.

The customer or their representative will provide all needed easements for the line extension. In addition, they must provide specifications on electric Loads, site plans, and other information needed to properly install service.

## **II. Commercial and Industrial**

HBPW will install, own, and maintain the electric lines and equipment up to the Point of Common Coupling.

The customer will install, own, and maintain the electric lines and equipment from the Point of Common Coupling through the wiring in their facility.

The customer or their representative will provide all needed easements for the service extension. In addition, they must provide specifications on electric Loads, site plans, and other information needed to properly install service.

## **B. Underground Extensions**

All new and upgraded services shall be underground, unless determined by HBPW.

## **I. Residential**

HBPW will install, own, and maintain all electric lines and equipment up to and including the service pedestal. This equipment shall include, but not be limited to, the primary distribution cable, transformer, transformer pad, secondary cable to the pedestal, and the pedestal. Equipment shall be located in the right-of-way, Customer's property or on an easement on Customer's property.

The customer will install, own, and maintain the secondary service from the service pedestal (or transformer if a pedestal is not necessary) through their electric meter and all wiring beyond that point.

The customer will provide all needed easements. The Customer will also provide specifications on all electric Loads, site plans, grading, and any other underground lines.

## **II. Commercial and Industrial**

HBPW will install, own, and maintain electric lines and equipment up to and including the transformer. Any HBPW owned three phase padmounted transformer shall be located within 25 feet of a drivable surface suitable for truck access. A drivable surface suitable for truck access shall be defined as asphalt paving, concrete, or a gravel four season road that is provided by the customer or developer, where the surface is Accessible to a driveway, parking lot, or public roadway. If the customer chooses to own their transformer, HBPW will install, own and maintain electric lines and equipment up to and including a metering cabinet that is installed on the primary side of the transformer.

The customer will install, own, and maintain all secondary service conductors and equipment from the transformer serving their facility. If the customer owns this transformer, the Customer will install, own, and maintain all conductors and equipment from the primary metering cabinet to their facility.

The customer will provide acceptable easements. The Customer will also provide specifications on electric Loads, site plans, grading, and any other information needed in order to properly install underground lines.

## **III. Locating of Underground Electric Lines**

HBPW will locate HBPW underground electric lines in dedicated right-of-ways and easements on a customer's property. As an additional service, HBPW will also attempt to locate customer owned underground service lines, up to the electric meter operated by HBPW, when locating HBPW owned lines as part of the Michigan 811 MISS DIG

program. Locating the customer owned underground service lines reduces customer outages, reduces the likelihood for damage to HBPW owned equipment as well as the potential for damage to the customer owned service lines. If there are problems locating customer owned underground service lines, HBPW will note the issues in the 811 MISS DIG system during the close out of the locating request for the requestor to resolve before proceeding with work. This service will not be performed for primary metered customer owned service lines.

## **C. Trenching and Duct**

The owner, developer, or customer shall be required to provide, at no expense to HBPW, rough grading (within six inches of finished grade) prior to the installation of HBPW's facilities so that underground electric distribution system and street lighting cables can be properly installed in relation to the finished grade. Owner, developer, or customer shall install and maintain permanent survey stakes indicating property lines, at no expense to HBPW, after rough grading, and prior to the installation of HBPW facilities.

# **19. Temporary Services**

HBPW will provide temporary electric service for construction purposes, shows, vendors, events, and other non-recurring purposes according to the following rules and regulations. Temporary service cannot be used as a permanent service or be connected for more than one year. Temporary connections lasting more than one year must receive prior approval by HBPW as part of the application for service process. HBPW has the right to determine whether the temporary service is overhead or underground.

## **A. Guidelines**

1. Application for temporary service must be made by the property owner or building contractor if for construction purposes. A valid address for the temporary service and the permanent billing address of the Customer must be provided.
2. The Customer will be responsible for installation and line extension fees. Usage will be billed to the Customer under an applicable HBPW rate.
3. All temporary installations must be inspected for code compliance prior to being energized. HBPW must receive notice of the inspection from the recognized inspection agency. Customers will inform HBPW when the service may be disconnected.

4. Applicants will provide access, easements, specifications on electrical Loads, site plans, or any additional information needed to properly install and provide temporary service.
5. HBPW must approve the service location.

## **B. Underground Installation Specifications**

1. HBPW will own and maintain the service pedestal or padmount transformer from which temporary service will be provided. HBPW will make the final connection of the customers underground service conductors in the pedestal or transformer.
2. The customer will furnish and install underground service conductors from the service to the HBPW pedestal or transformer. The conductors must be of sufficient length to reach the supply terminals of HBPW equipment.
3. Conductors must be installed and buried within one (1) foot of the pedestal or transformer.
4. The customer will have existing underground utilities located before the installation of the underground temporary service or conductors by calling the "MISS DIG" one-call locating system at 1-800-482-7171.

## **C. Temporary Service Fees**

1. Where overhead service can be supplied from existing facilities by installation of a single span of service drop conductors, or underground service can be supplied from an existing pedestal or transformer, a temporary electric service charge will be billed to the customer.
2. Where it is necessary to install a temporary overhead transformer to provide service, a temporary overhead transformer charge will be billed to the customer.
3. Where it is necessary to install a temporary padmounted transformer to provide service, a temporary padmounted transformer charge will be billed to the customer.
4. Temporary installations not covered in paragraphs 1 through 3 above shall require a HBPW Electric Engineering estimate to determine cost of providing service. The customer will be charged for the installation and removal of the required temporary line extension.
5. Where a portion of a temporary line installation can be used as part of a permanent line extension, the cost of that portion will be evaluated as a permanent line extension subject to HBPW Distribution System Extension section above.

## 20. Relocation of Utility Facilities

It is the intent of HBPW to cooperate with public and private developers in relocating its electric facilities within a public right-of-way when requested by a developer. The cost for such relocation shall be borne by the developer, shared with the developer, or absorbed by HBPW as determined in the following guidelines.

1. HBPW shall relocate its facilities consistent with the request provided that the relocation can be accomplished within approved design standards and governing codes. HBPW shall not be obligated to relocate its facilities inconsistent with such standards and codes.
2. Private developers shall be responsible for the full cost, including administrative and overhead costs, for the relocation of HBPW facilities within public right-of-ways. When facility relocation is requested as part of a new development that will generate new revenue for HBPW, and the relocation is authorized by HBPW engineering personnel as being required to complete the project, the relocation costs will be considered as part of the installation costs and will be addressed by the fee section of the **Distribution System Extensions** section above. Any relocation that is cosmetic in nature or of a personal preference, and not required for the delivery of electricity, is solely the responsibility of the developer.
3. HBPW shall absorb the cost of relocation when requested by the unit of government responsible for the public right-of-way in order for that unit of government to carry out a general public improvement.
4. The cost of relocation of HBPW facilities in the public right-of-way shall be borne by the government unit requesting the relocation if the development is for proprietary purposes as opposed to governmental purposes.
5. If the unit of government forces HBPW out of the right-of-way, the cost of the relocation shall be borne by the governmental unit.

### A. Street Lighting

HBPW may install street lighting in areas served by its distribution system subject to the governing entity's approval, HBPW approved standards, and the HBPW rate schedule. HBPW may provide underground street lighting in areas directly served by underground distribution systems according to the following rules:

1. Where applicable, street lighting facilities including standards, luminaries, cables, and associated facilities will be installed after curb and gutter installation.
2. Underground conduits shall be installed under all drivable surfaces.

3. Where applicable, a reasonable effort should be made by the governing entity and its contractor to coordinate the installation of conduits during road and driveway construction.
4. Conduits will be installed across all quadrants of intersections where street lights are proposed at locations to be specified by the HBPW Engineering Department. HBPW's Engineering Department may reduce or increase the number of conduits to meet the conditions of the system or site.
5. Where concrete is continuous between curb and sidewalk and or property line, conduits shall be installed from light to light. Handholes will be installed at each light standard. The number of conduits installed will be specified by HBPW's Engineering Department.
6. Standards and poles will be installed three (3) feet behind the back of curb or drivable surface and six (6) feet from any curb radius or driveway. Exceptions shall be approved by HBPW's Engineering Department.

## **B. Security Lighting**

Upon a customer request, HBPW will install security light(s) on a customer's property, at a fixed monthly rate, subject to the following rules.

1. HBPW will furnish and install a complete dusk-to-dawn lighting unit, including pole and up to one span of wire not exceeding 160 feet, without the customer incurring an installation charge. Distances greater than 160 feet of wire will be charged to the customer as an installation charge. The unit will be controlled by a photoelectric cell. Switches are not permitted. Any applicable state and federal taxes will be added to the customer fees indicated in the rate schedule. No discount will apply for security lights.
2. The customer will grant an easement, at no cost to HBPW, for necessary pole(s) and the right of ingress and egress to service the lighting unit.
3. The customer will agree to pay the monthly charges indicated in the rate schedule for a minimum of forty-eight (48) months. If the service is disconnected at the customer's request at any time in that forty-eight (48) month period, the balance that would be billed for the remaining portion of that minimum period will become immediately due. The amount due will be calculated as the number of months remaining multiplied by the monthly rate in effect at the time of the disconnection.

## **21. Use of Electric Poles and Equipment**

HBPW's poles, wires, and equipment, together with any interconnections thereof, are the exclusive property of HBPW, and the connection of a customer's premises to them does not entitle the customer to any use of them, except as permitted by the HBPW and as necessary for the delivery of HBPW's service to the customer.

The use of any part of HBPW's electric distribution system without prior HBPW approval is expressly prohibited.

### **A. Authorized Attachments**

HBPW may enter into a pole attachment agreement providing joint use of certain of its poles. The use of any pole by anyone without first having entered into a written agreement with HBPW is prohibited. Any applicant desiring to attach to an HBPW pole must follow the pole attachment application processes and pole make ready processes of the HBPW, complete the applications, sign required agreements and agree to pay all reasonable and established charges. Processes, applications, and agreements are available upon request. Only approved and certified contractors are authorized to attach equipment on HBPW poles.

### **B. Unauthorized Use and Removal**

The unauthorized attachment (including painting or marking) of any signs, banners, lines, cables, equipment, or any other matter to HBPW's poles is prohibited.

Authorization may be granted by HBPW designated representative based upon purposes permitted by Michigan state law and requirements of governmental authority for the health, safety, or welfare of the general public.

HBPW may remove or cause to be removed, without notice, any unauthorized foreign matter from its poles at the expense of the customer, the person(s) attaching the unauthorized matter or, in the event neither can be identified, the individual, firm, or organization which appears to be the primary sponsor, user or beneficiary of the unauthorized matter. HBPW will observe reasonable precaution to prevent any damage resulting from such removal, but will not be liable for any damage thereto.

## **22. PURPA Qualifying Facilities**

The HBPW permits customers to install distributed generation systems that meet the requirements of the Public Utility Regulatory Policies Act of 1978 (PURPA). All installations shall conform to the latest applicable rules specifying terms, conditions and interconnection requirements.

### **A. Availability**

Applies to customers who own and/or operate an Electric Power generating facility using cogeneration or fuels derived from biomass, waste, or renewable energy sources, and which is a 'Qualifying Facility' (QF) as prescribed by rules of PURPA. QF's cannot enroll in HBPW's Distributed Generation program referenced in Section 23.

HBPW may, at its own discretion, limit the cumulative total nameplate generating capacity of all QFs interconnected to the distribution system.

### **B. Application and Enrollment**

Customer shall make a formal application for interconnecting a QF by completing an application available via the HBPW. In addition to submitting an interconnect application, the customer must pay required application fees and agree to pay all HBPW costs associated with evaluating and interconnecting the QF.

After HBPW has completed the evaluation with an interconnection study, and approved the proposed interconnection, the customer will be required to enter into an "Interconnection and Operating Agreement."

### **C. Interconnection Requirements**

The interconnection must be in compliance with PURPA and Federal Energy Regulatory Commission (FERC) rules and regulations. HBPW shall own and install any interconnection facilities on the utility side of the meter required for the QF. However, costs associated with the installation and maintenance of the QF, including the interconnection evaluation, costs of connection, switching and metering, transmission and distribution, safety provisions, control devices, and any administration costs incurred by HBPW directly related to the installation and maintenance of the QF are the responsibility of the customer. Additionally, the customer shall pay for the actual cost of relocating and/or rearranging existing facilities to allow interconnected QFs.

The QF shall be subject, at all reasonable times, to an inspection by an HBPW authorized representative and shall comply with the electrical parameters identified in the latest edition of The Institute of Electrical and Electronic Engineers “Standards for Interconnecting Distributed Resources with Electric Power Systems” (IEEE Standard 1547). This includes, but is not limited to, fault protection, voltage levels, grounding, Power Factor, etc.

The QF must cease parallel operation upon notification by the HBPW during system outages and other emergency or abnormal conditions if such operation is determined to be unsafe, interferes with the supply of service to others, or interferes with system operation or maintenance. In the event that the QF damages HBPW’s system, the customer shall be solely responsible for all costs associated with the repair and/or replacement of the damaged portion or equipment.

The HBPW shall not be liable to the customer or any other person for any loss, injury, damage, casualty, fees or penalties, asserted on the basis of any theory, arising from, related to or caused by the construction, installation, operation, maintenance or repair of the QF, and associated equipment and wiring, except to the extent of its own gross negligence or willful misconduct, but only to the extent permitted by law. Neither by inspection nor non-rejection nor in any other way does the Department give any warranty, expressed or implied as to the adequacy, safety or other characteristics of any equipment, wiring or devices, installed on the customer’s premises, including the QF.

The customer shall indemnify and hold harmless the HBPW, its commissioners, managers, employees, agents, consultants, attorneys and assigns from and against any and all losses, claims, damages, costs, demands, fines, judgments, penalties, payments and liabilities, together with any costs and expenses (including attorneys’ fees) incurred in connection with, resulting from, relating to or arising out of the construction, installation, operation, maintenance and repair of the QF, including the customer’s failure to comply with the Interconnection requirements or any abnormality or failure in the operation of the QF, or any adverse impact to the HBPW’s system or its other customers.

## **D. Standby Service**

Qualifying Facilities under this section may elect to purchase any or all standby services at the rates (P1-P4) described below.

- **P1: Standby Rate** – Monthly charge applied to the subscribed nameplate capacity (kW) of QF for which HBPW provides back up service.

- **P2: Supplemental Power** – Monthly charge based upon customer's rate due to QF not providing, on a regular basis, all Power requirements.
- **P3: Maintenance Power** – Daily charge on kW for subscribed nameplate capacity if customer schedules maintenance during the On-Peak time period.
- **P4: Backup Power** – Monthly charge on kW for subscribed nameplate capacity for any unscheduled outages or maintenance.

## E. Stranded Cost

Generation systems larger than 550 kW will be subject to the HBPW Stranded Cost rate, with the exception of wind and solar generators.

- Stranded Costs: Monthly charge that represents the stranded costs due to a loss of return for the investment in electric production supply that HBPW made to serve the customer's electric Load when it committed to construct the Holland Energy Park in 2014. This is applicable only to facilities that were full requirement customers of HBPW prior to 1/1/2014. The stranded cost is determined formulaically on an annual basis as follows:
  - Stranded Cost =  $LR - (MV + CV)$ 
    - LR is Lost Revenue for the kWh charges and kW charges that would have been collected if the generation system was not installed. The charge is determined as the nameplate kW capacity of the generation system multiplied by the kW delivery and capacity Demand rates found in the rate schedule, plus the kWh charges multiplied by the projected hours that the generation system will be in operation. Unless otherwise demonstrated, the calculation will assume full time operation.
    - MV is the Market Value of the Power produced from the generation system adjusted for system loss. This is determined annually by reviewing the past year's record of energy market values.
    - CV is the Capacity value of the generation system based on its nameplate capacity. This is determined annually based on the record of capacity value over the past year's record of energy market values.
  - The past year's assumptions for the projected hours of operation, the MV, and the CV will be adjusted at the end of each year, and a reconciliation will be made to the actual record of the past year of actual hours of operation. MV and CV, and applied as a monthly adjustment to the next year's stranded cost charges. The annual calculation for the following year will be made based on the previous year's actual records of hours of operation, MV and CV. The stranded cost calculation will be charged for a

maximum of seven years, or until HBPW obtains additional generation supply to meet the resource adequacy requirements for its customers, whichever occurs first.

## **23. Distributed Generation Program**

HBPW offers a Distributed Generation (DG) Program for customers who wish to generate Electric Power using cogeneration or renewable energy sources, including but not limited to solar, wind, hydropower, energy storage systems, or qualified biomass resources, but do not elect to pursue PURPA QF status (see Section 22).

HBPW limits the nameplate capacity of all generators under the Distributed Generation Program to two (2) percent of the historical annual maximum Demand on the system.

### **A. Description**

The Distributed Generation Program is a special metering and billing agreement that offers HBPW customers the opportunity to support environmentally friendly fuel sources. It enables customers who generate electricity using renewable energy sources to connect to the electric utility grid and to send electricity back to the grid at times when their generation exceeds their own use. PURPA QF's cannot participate in the Distributed Generation Program.

### **B. Eligibility**

To be eligible for HBPW's Distributed Generation Program:

1. Participants must be an HBPW electric customer on Rate A, B, K, M or Time-of-Use Rate for Residential Customers that possess a Plug-in Electric Vehicle and have an average Load Factor of 30 percent or greater.
2. The customer's electric generator must be fueled by a qualified renewable energy source such as wind, solar, biomass, hydro, geothermal, cogeneration, or other approved renewable sources.
3. The nameplate capacity of the renewable energy system may not exceed 550 kW.
4. The renewable energy system may not be sized to exceed the customer's annual electricity needs based on the previous 12 months.
5. Customers must meet approved Interconnection requirements before participating in this program.

## **C. Application and Enrollment**

The customer shall complete an application and submit it to HBPW along with payment of an application fee. After an interconnection study is completed and approved by HBPW (as applicable), the customer shall be required to enter into an Interconnection and Operating Agreement. In addition to submitting an application, the customer shall agree to pay all HBPW costs associated with the application and interconnection.

## **D. Metering Requirements**

HBPW's Distributed Generation Program requires that the customer have an electronic bi-directional billing meter. The bi-directional meter will record the electric Energy supplied by HBPW (referred to as "inflow") and will also record the Energy supplied by customer's renewable source that is delivered back to the HBPW (referred to as "outflow") in an appropriate format determined by HBPW. A separate generation meter is required for generation systems larger than 125 kW, but may also be required for customers with multiple generators and/or multiple service meters. The generation meter will record the output of the renewable generator. All metering equipment shall meet the HBPW's standard specifications and requirements. Meters and meter sockets will be furnished by HBPW. The customer is responsible for any meter installation, maintenance costs, and/or monthly fees.

## **E. Billing**

Participating customers will be billed based on the total inflow of electric purchased from HBPW at the applicable rate and sales tax amount, minus outflow credits for the Energy sent back to HBPW during periods of excess customer generation. All outflow Energy will be credited at the Distributed Energy Value. The outflow credit can be applied to offset customer Energy, delivery, capacity and readiness to serve charges for each electric meter. No generated outflow credits are granted towards future billings. Michigan Sales tax amounts are based on total electric charges before outflow credits are applied. Credits are not applied towards applicable sales tax.

Customers enrolled in HBPW's previously offered Net Metering Program - or those whose initial applications to join that program were received before July 1, 2019 - will be grandfathered at their existing net metering rates until 10 years has passed from the date of the initial submitted application. Grandfathered net metering customers who choose to modify, add onto, or transfer ownership of their systems will automatically be transferred to the Distributed Generation Program at the time the modification, addition, or transfer of ownership is completed.

For Distributed Generation program customers on the Time-of-Use Rate for Residential Customers that possess a Plug-In Electric Vehicle, outflow energy will be credited at the Distributed Energy Value.

For grandfathered Net Metering Program customers on the Time-of-Use Rate for Residential Customers that possess a Plug-In Electric Vehicle, outflow Energy will be credited at the applicable Energy and delivery rate at the time of the outflow.

## I. Billing Detail

Distributed Generation Customers (applications received after July 1, 2019)			
	Category 1	Category 2	Category 3
Generator size	≤30 kW	>30 to ≤125 kW	>125 kW to ≤550 kW
Max DG system	Annual electric needs		
Inflow charge	Customer's current rate		
Outflow credit	Distributed Energy Value		Distributed Energy Value

Net Metering Customers (Grandfathered)	
Generator size	≤550 kW
Max DG system	Annual electric needs
Inflow charge	Customer's current rate
Outflow credit	Customer's current rate (energy + delivery)

## 24. Schedule of Fee & Charges/Rates

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

- Rate A – Residential
- Rate B – Commercial and Industrial Less than 25 kW (Energy Only)

- Rate D – Public Lighting/Security Lighting
- Rate M – Combined Lighting and Power General Service (Less than 1000 kW)
- Rate K – Combined Lighting and Power General Service (Greater than 1000kW)
- Rate S – District Thermal Energy
- Rate U – Public Unmetered Accounts
- Rate P1 – Standby Rate
- Rate P2 – Supplemental Power
- Rate P3 – Maintenance Power
- Rate P4 – Backup Power
- Stranded Cost
- Elective Renewable Energy Program
- Time-of-Use Rate for Residential Customers that possess a Plug-in Electric Vehicle
- Non-Residential Electric Vehicle Charging Service

Approved by Holland BPW's Board of Directors November 6, 2023.  
 Approved by Holland City Council November 16, 2023.