

# Holland Board of Public Works

## Broadband Rate Book General Terms & Conditions

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### 1.0 Introduction

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

### 2.0 Definitions

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

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

**CONNECTION** – A physical and/or logical bandwidth termination.

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

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

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

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

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

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

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

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

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

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

PREMISES – A building and its grounds.

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

RATE SCHEDULE – A filed statement of the broadband rates and the terms and conditions governing its application as established by the HBPW’s rate-making body.

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

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

### **3.0 General Provisions**

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

#### **3.1 *Obligations***

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

#### **3.2 *Rules and Regulations***

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

### **3.3 New Service Requirements**

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

1. Full Name / Legal Business Name
2. Service Address
3. Mailing Address if different from Service Address
4. Telephone Number
5. Email Address
6. Social Security Number / Tax ID Number
7. Contact Name

### **3.4 Rate Revision**

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

### **3.5 Service Governance**

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

### **3.6 Customer Classification**

A Residential Classification is reserved for one and two family residential structures and other multiple family structures.

### **3.7 Initial Term of Contract for Service**

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

## **4.0 Service Conditions**

### **4.1 Description of Service**

#### **4.1.1 Active Ethernet**

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

### **4.1.2 Shared Gigabit**

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

Shared Gigabit Service is offered in the following service options:

#### **4.1.2.1 Transit Only**

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

#### **4.1.2.2 Internet Service**

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

#### **4.1.2.3 Enhanced Service**

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

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

#### **4.1.2.3 Multi Dwelling Unit Option**

Property owners that have multiple tenants may subscribe to the Multi Dwelling Unit (MDU) Option. This option allows the subscriber to connect other tenants (sub-subscribers) to a single Shared Gigabit service. HBPW will provide a single Shared

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Gigabit service connection and the subscriber will be responsible for network connections to sub-subscriber. A maximum of 5 sub-subscribers is permitted.

### **4.1.3 Dark Fiber**

Dark fiber is leased on a per strand per foot per month basis, with an aggregate minimum per month. This option allows the customer to design, install and maintain the electronic equipment required. Installation estimates, setup fees, and lease rates are available upon request.

## **4.2 Service Interruption**

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

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

## **4.3 Service Extensions**

The HBPW will install, own, and maintain the fiber optic lines and equipment up to the demarcation point. The customer may request broadband service as described above. For bandwidth service where construction is needed from the right of way to the customer premise a three year commitment will be required and the following will apply. Construction fees will apply where the anticipated present value of the net revenues over the first four years are less than required by the cost of the project. A contribution

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in aid of construction will equal the difference between the installation costs and the allowable extension costs. The HBPW may elect to review the actual installation costs and customer's account at the end of four years and make adjustments as necessary. When construction is not required the setup fee will apply and the initial service term will be one year.

### **4.4 *Tree Trimming and obstructions***

The 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 fiber or associated equipment. By acceptance of broadband service from the HBPW, each customer shall be deemed conclusively to have granted such right, privilege, and authority to the HBPW; and if any customer thereafter should challenge or object to the exercise of such service in the general utility function of the HBPW, service to such customer may be refused and/or discontinued for that reason alone.

## **5.0 Use of Service**

### **5.1 *General***

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

### **5.2 *Access to Premises***

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

### **5.3 *Customer Owned Equipment***

The HBPW is NOT responsible for maintenance of customer equipment.

### **5.4 *Theft***

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

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

If the actual amount of service lost to the theft or diversion cannot be determined, the amount applied will first be estimated using previous account history. If neither the actual amount of service nor the estimated amount of service for the particular account can be determined, the account will be assessed the average usage for the class of service prorated to the time the theft or diversion occurred.

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

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

### **5.5 Discontinuation\Termination of Service**

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

### **5.6 Equipment Location**

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

## **6.0 Responsibility for Payment of Bills**

### **6.1 General**

Each HBPW Customer is responsible to pay all utility bills as rendered on or before the due date shown thereon. The Customer remains responsible for payment of the bills until the Customer orders service to be discontinued. Bills are rendered on approximately a monthly basis. Bills are mailed to Customers approximately fifteen (15) days before the due date shown on the bill. The Customer shall pay the net amount if paid on or before the due date on the bill. Failure on the part of the Customer, through



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no fault of the HBPW, to receive the bill shall not entitle the Customer to pay the net amount after the due date of the bill. If a bill remains unpaid, the HBPW shall have the right to discontinue service. In extenuating circumstances, a Customer will be afforded the opportunity to make payment arrangements.

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

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

### **6.2 Payment Receipt**

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

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

### **6.3 Late Charges**

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

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

A penalty will NOT be assessed the first time a customer is late in a twelve-month period.

### **6.4 Billing Errors**

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

Specifically:

1. If the HBPW overcharges a customer due to a billing error caused by an

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unintentional mistake, the HBPW shall refund or credit the amount of the overcharge for a period of two years immediately preceding discovery of the billing error. In special circumstances, a longer period up to a maximum of six years may be used where there is no question as to the facts of the error such as when the error first occurred and the cause of the error. The facts of the error under consideration must not be disputed by either by the HBPW or the customer for consideration under these special circumstances. If the error is such that it is not possible to determine the effects on past decisions by the HBPW, the normal period of two years shall be used.

2. If the HBPW undercharges a customer, the HBPW will evaluate the circumstances and may bill the customer for the amount of the undercharge up to two years immediately preceding discovery of the error. The customer will be offered a period of time to repay the amount up to a period equal to the length of time the error occurred.
3. It is the customer's responsibility to request the initial rate and any subsequent rate changes for the service provided. All requests for initial rates and rate changes must be in writing. HBPW personnel will assist customers in determining the appropriate rates and make suggestions as to the best rate for the customer; however, it is the customer's responsibility to select the rate they desire. The HBPW will not retroactively adjust billings just because it is determined that a different rate would have produced a lower cost to the customer.
4. There is no limit of time on the recovery of overcharges by customers for intentional errors by HBPW personnel.

## **7.0 Schedule of Fee & Charges**

Schedule and Fee & Charges is set forth in the HBPW Rate Book.

### **7.1 *Broadband Rates***

The link below takes you to the Broadband Rates page.

<https://hollandbpw.com/about-us/broadband/broadband-rates>

**Approved by Board of Directors:** July 17, 2017