

PART 1 GENERAL RULES AND REGULATIONS FOR UTILITY SERVICE**1.00 GENERAL**

The City of Burbank Water and Power (BWP) provides utility services to residential and business properties within the City and boundaries. These Rules and Regulations set forth how BWP shall govern and administer its services. We hope you, our valued Customers and staff, find this document useful.

1.01 GOAL STATEMENT

It is the goal of BWP to provide safe, reliable, quality service to our Customers. BWP shall strive to provide continuity of service with as few interruptions as possible, recognizing that utility services are valuable resources to the community and local economy. BWP will provide utility products of high quality by the standards of the industry, and shall strive to promote conservation and wise use of these products, both by our Customers and by our own activities.

1.02 DOCUMENT FORMAT AND AVAILABILITY

1.02 (a) The Rules and Regulations are presented in seven parts. This first part is common to all BWP-provided utility services. The second part addresses electric service. The third part provides electric rates, fees, and charges. The fourth part addresses water service. The fifth part contains information related to use of recycled water. The sixth part provides general water and recycled water rates, fees, and charges. The seventh part addresses fiber optic service.

1.02 (b) Copies of these Rules and Regulations will be kept on file in the offices of BWP. Reasonable effort will be made to keep these copies up to date.

1.02 (c) Changes may be made to these Rules and Regulations periodically. Applicants, Customers or others contemplating any expenditures or activities governed by these Rules and Regulations should assure themselves that they have correct information. Copies of the Rules and Regulations shall be available at cost at BWP.

1.02 (d) Proposed changes to the Rules and Regulations should be addressed to BWP, General Manager, 164 West Magnolia Boulevard, Burbank, California 91502 or PO Box 631, Burbank, CA 91503-0631.

1.03 APPLICABILITY AND AUTHORITY

1.03 (a) Rules and Regulations are effective for BWP Customers.

1.03 (b) These Rules and Regulations are authorized under the Burbank Municipal Code and are subject at all times to change or abolition by action of the City Council.

1.03 (c) Utility service is subject to regulatory control by other governmental agencies including those of the State of California and the United States of America. Such agencies may mandate

immediate changes to utility operations and practices. BWP reserves the right to implement such changes on an interim basis until such time as Council acts by passing ordinances or resolutions which would change these Rules and Regulations, or on a permanent basis if it is determined that Council action is not required.

1.03 (d) The General Manager shall interpret the meanings of Rules and Regulations.

1.03 (e) Conflicts among Rules and Regulations, in general, or for a particular situation or application, may be found to exist. In all such cases it shall be the responsibility of the General Manager to impartially consider the facts and render a decision, including, if deemed appropriate, proposed changes to the Rules and Regulations.

1.03 (f) If any rule or regulation is held to be unlawful, the decision shall not affect any remaining portions of these Rules and Regulations.

1.04 DEFINITIONS

The following terms and expressions when used in these Rules and Regulations shall have the indicated meanings:

1.04 (a) **Account:** The record kept by BWP of the experience with a Customer including financial and physical data, service history, and/or consumption history.

1.04 (b) **Applicant:** Person requesting BWP to supply utility service.

1.04 (c) **Application:** Request to BWP via mail, telephone, fax, internet, in person, and/or written form(s) provided by BWP for utility service or other municipal service.

1.04 (d) **Backflow Prevention Assembly:** To prevent a back wash of water into the general water system.

1.04 (e) **Battery of Meters (water):** A metering installation consisting of two or more meters installed at the same service location and operating in parallel as a substitute for a single larger meter. This practice is no longer allowed for new service.

1.04 (f) **Bill:** Written or electronic demand for payment for services rendered by the City to the Customer.

1.04(g) **Billing demand (electric):** The Customer's monthly load or demand expressed in kilowatts (kW) or kilovolt Amperes (kVA) and used for computing charges under certain electric rate schedules. It may be the connected load, the measured maximum demand, or a modification of either as provided for by the applicable rate schedule. It may differ from the actual measured demand by the substitution of a ratcheted demand as provided for by the applicable rate schedule. The Billing demand shall be the higher of either the measured demand or the previously established ratchet demand. The ratchet demand is calculated as 70% of the highest measured demand in the preceding months of July, August, September and October, beginning with meters read on or after July.

The ratchet demand established with measured demand in July may be billed in August. The higher of July and August may be billed in September, and the higher of July, August, and September in October. The highest of all four months will apply to the ratchet calculation until next July when the ratchet demand will reset to measured demand. New accounts without a ratchet demand established as above will have the ratchet demand determined as 70% of the highest measured demand until the next determination period.

1.04(h) **Billing demand (water):** The highest water usage billed in July, August, September, or October shall be used as the demand charge for the next twelve months. The charge shall be reestablished annually beginning with the July usage. New accounts, without a demand charge as determined above will use the highest monthly consumption as the demand charge until the next determination period.

1.04 (i) **Billing period:** The time interval between two consecutive meter readings that are taken for billing purposes or an established and regular billing cycle for unmetered services.

1.04 (j) **Burbank Water and Power or BWP:** Burbank Water Power, a department of the City of Burbank.

1.04 (k) **BWP offices:** The office is located at 164 West Magnolia Boulevard, Burbank, California 91502.

1.04 (l) **BWP's operating convenience:** The term refers to the utilization, under certain circumstances, of facilities or practices not ordinarily employed which contribute to the overall efficiency of BWP's operations; it does not refer to Customer convenience nor to the use of facilities or adoption of practices required to comply with applicable laws, ordinances, rules or regulations, or similar requirements of public authorities.

1.04 (m) **City:** City of Burbank, California.

1.04 (n) **Council:** City Council of the City of Burbank, California.

1.04 (o) **Connected load:** The sum of the rated capacities of all the Customer's electrical equipment that can be connected to BWP's lines at any one time as more completely described in the rate schedules.

1.04 (p) **Consumer:** See Customer.

1.04 (q) **Customer:** Person in whose name service is rendered as evidenced by telephone, fax, internet, or other application and/or by signature on the application, contract, or agreement for that service, or, in the absence of a signed instrument, by the receipt and payment of bills regularly issued in the Customer's name regardless of the identity of the actual user of the service, or by a person benefiting directly from the service.

1.04 (r) **Customer's mailing address:** The address specified in a Customer's application, or any other address given in writing, by telephone, fax or internet to BWP Staff by the Customer or

Customer's authorized agent, to which any notice or other communication is to be mailed, sent, or delivered.

1.04 (s) **Date of presentation:** The date which BWP mails, sends, or delivers a bill to a customer.

1.04 (t) **Delivered:** Any notice or communication shall be considered delivered by BWP when it is 1) mailed, postage prepaid, to the Customer to whom the service is billed; 2) communicated via telephone conversation with the Customer or his/her authorized representative; 3) given in person or by posting in a conspicuous location at the premises served; 4) transmitted by electronic means including, but not limited to, facsimile (FAX) machine, computer e-mail; or 5) transmitted to a Customer's voice mail box.

1.04 (u) **Distribution lines:** Overhead pole lines and/or underground facilities consisting of conduit and cable which are operated at nominal distribution voltages.

1.04 (v) **Distribution main:** Water pipelines 12" in diameter and smaller.

1.04 (w) **Electric Utility Service Equipment Requirements Committee (EUSERC):** The EUSERC requirements book contains information concerning electric service and metering facilities generally provided and installed by the customer. Electric service equipment installed in The City of Burbank must comply with EUSERC. For more information: <http://www.euserc.com>.

1.04 (x) **Front Footage:** The entire length of the lot as measured on the side adjacent to the main in the street or the street in which the main will be constructed.

1.04 (y) **General Manager:** General Manager of BWP or a designee.

1.04 (z) **Load factor:** The ratio of the average load over a designated period to the peak load occurring in that same period.

1.04 (a.a) **Mail:** Any notice or other communication shall be considered mailed when it is enclosed in a sealed envelope, addressed to the Customer's mailing address, and deposited in a U.S. Postal Service box, postage prepaid by BWP.

1.04 (a.b) **Maximum demand:** The average kilowatts during the specified time interval when the Customer's use is greatest in the billing period as indicated or recorded by the Department's meter.

1.04 (a.c) **Meter:** The instrument used for measuring utility service delivered to the Customer.

1.04 (a.d) **Multi-family accommodation:** An apartment building, duplex, court group, or any other group of residential units located upon a single premises, providing the residential units therein meet the requirements for a single-family accommodation. Hotels, guest or resort ranches, tourist camps, motels, auto courts and trailer courts, consisting primarily of guest rooms and/or transient accommodations, are not classed as multi-family accommodations.

1.04 (a.e) **Nominal voltage:** The nominal voltage of a circuit is the approximate voltage between

conductors in a circuit or system of a given class, assigned for the purpose of convenient designation. For any specific nominal voltage, the operating voltage actually existing at various points and at various times on the system is subject to normal distribution variation.

1.04 (a.f) **Payment:** Any recognized tender provided in exchange for service: cash, check, credit card, debit card, whether in person or in electronic form.

1.04 (a.g) **Permanent service:** Service, which in the opinion of BWP, is of a permanent and established character and is not classified as temporary service. This may be continuous or intermittent.

1.04 (a.h) **Person:** Any individual, partnership, corporation, public agency, or other organization operating as a single entity.

1.04 (a.i) **Point of connection (water):** The pipeline extending from BWP's water main, whether located in a public thoroughfare or private right of way, to the curb line or property line of the Customer's premises, together with the valves, meter, fittings and enclosure necessary to connect to the Customer's private pipeline.

1.04 (a.j) **Point of delivery (electric):** The point where BWP's conductors are connected to the conductors of the Customer, regardless of the location of BWP's meters or transformers. BWP's conductors may be owned, leased or under license by BWP, and the conductors of the Customer may be owned, leased or under license by the Customer.

1.04 (a.k) **Point of demarcation (fiber optics):** The point where BWP's fiber optic service cable is terminated in a patch panel. Demarcation will generally occur in the utility's transformer vault room or the electric meter room. The customer is required to extend their fiber optic cable to this same location, where BWP personnel will make the final connections in the patch panel.

1.04 (a.l) **Power Factor:** The ratio of real power (kW) to apparent power (kVA) for any given load and time and generally expressed as a percentage. For the purposes of these rate schedules, average load power factor will be used. It will be computed as follows:

$$\% \text{Power Factor} = \frac{\text{kWh} \times 100}{(\text{kWh}^2 + \text{kVARh}^2)^{1/2}}$$

kVARh: Reactive kilovolt-ampere-hours (kilovar-hours)

1.04 (a.m) **Power service:** Service to apparatus or equipment used for purposes other than lighting shall be considered as power service. Lamps or lights used for purposes which, in the opinion of the utility, are not general illumination purposes are classed as power service, such as the following: motion picture projection, motion picture and television production, production of chemical reactions, sterilizing, drying, radiant heating, therapeutic, photographic processing, stimulating the growth or yield of agricultural products, pilot or indicating lights on power control equipment, and lighting used as an aid in the operation of a motor-driven production machine for the purpose of checking tool settings or dial readings, measuring or inspecting the product while on the machine, when the lamps are installed as an integral part of the machine and energized from its power supply.

1.04 (a.n) **Premises:** All of the real property and apparatus employed in a single enterprise on a contiguous parcel of land undivided by a dedicated street, highway, or other public thoroughfare, or a railway. Automobile parking lots separated by an alley are considered to be part of a Customer's premises.

1.04 (a.o) **Presentation:** The date which BWP mails, sends, or delivers a bill to a Customer.

1.04 (a.p) **Primary distribution:** Service supplied at 2.4 kV and above with only one level of transformation. (i.e: 34.5 kV to 2,400 or 4,160 volt, 12.47 kV to 4,160 volts).

1.04 (a.q) **Pullbox:** An enclosure for joining conductors which also provides by its size, arrangement, and location the necessary facilities for pulling the conductors into place. This term as used here includes structures also known as "manhole", "hand hole" and "switchboard pull section."

1.04 (a.r) **Quasi-public institutions:** Public utilities, educational institutions, and hospitals, whether publicly or privately owned.

1.04 (a.s) **Rate resolution:** The current resolution or resolutions adopted by Council which establish rates and charges for utility service.

1.04 (a.t) **Rate schedule:** May be one or more tariff pages setting forth the charges and conditions for a particular class or type of service at a given location. A rate schedule, as referred to herein, shall include all the wording on the applicable tariff page or pages, such as, but not limited to, the following: Schedule number, class of service, character or applicability territory, rates, conditions, and reference to rules.

1.04 (a.u) **Real user:** Any party or parties who benefit from utility services at a given address.

1.04 (a.v) **Rules and Regulations:** These Rules and Regulations.

1.04 (a.w) **Secondary distribution:** Service supplied at two or more levels of transformation below 34,500 volts.

1.04 (a.x) **Service connection (water):** The pipeline extending from BWP's water main, whether located in a public thoroughfare or private right of way, to the curb line or property line of the Customer's premises, together with the valves, meter, fittings and enclosure necessary to connect to the Customer's private pipeline.

1.04 (a.y) **Service extension:** Consists of the service wires or connections as defined herein. Normally the "service drop" is furnished at the utility's expense.

1.04 (a.z) **Service wires or connection:** The group of conductors, whether overhead or underground, necessary to connect the service entrance conductors of the Customer to the utility's supply line. An overhead service connection, sometimes referred to as a "service drop", is the group of conductors between the Customer's building or other permanent support and the utility's adjacent pole.

1.04 (b.a) **Single-family dwelling or accommodation:** A house, an apartment within a multi-family accomodation, or any other residential unit which contains cooking facilities (not necessarily electric) and which is used as a residence by a single family.

1.04 (b.b) **Staff:** Personnel employed by BWP.

1.04 (b.c) **Swimming pool:** A permanently installed swimming pool, above or below ground, with permanently installed pump, motor, filtering equipment and automatic timer to control the operation of the pumping equipment. The pump motor must be rated at a minimum of $\frac{3}{4}$ horsepower.

1.04 (b.d) **Tract or subdivision:** An area for dwellings which may be identified by filed subdivision plans or as an area in which a group of dwellings may be constructed about the same time, either by a large scale builder or by several builders working on a coordinated basis.

1.04 (b.e) **Transmission main:** Water pipelines larger than 12" in diameter.

1.04 (b.f) **Utility:** The City of Burbank, Burbank Water and Power.

1.04 (b.g) **Utility service:** Services provided by the City of Burbank, BWP and governed by these Rules and Regulations.

1.04 (b.h) **X-ray service:** Service to any apparatus transforming electric energy into radiations similar to light but having wave lengths from .0006 to 2 angstroms.

1.05 COMMUNICATION

1.05 (a) The BWP Staff is available to Customers for consultation and guidance regarding interpretation of these Rules and Regulations. Oral consultation by Staff shall not be considered binding.

1.05 (b) Any notice or bill or other communication from BWP to a Customer shall be made in writing or electronic format, and shall be given in person at the BWP's offices, delivered, sent through the mail, or sent electronically.

1.05 (c) Any notice from a Customer may be given to BWP in person at BWP's offices by the Customer, telephone, fax, e-mail, by the Customer's authorized agent, or mailed postage prepaid by the Customer.

1.10 PROVISION OF SERVICE

1.10 (a) BWP shall furnish service only to the premises specified in the application. A service connection shall not be used to supply utility services to any parcel of land other than the parcel for which the service connection is assigned.

1.10 (b) When property provided with a service connection is subdivided, the service connection shall be considered as belonging to the lot or parcel of land which it directly enters.

1.10 (c) BWP shall have the right to refuse to provide service to any premises and at any time to discontinue service if found necessary to do so in order to protect the City against abuse or fraud.

1.10 (d) Any unauthorized person found taking utility service from or through any of BWP's facilities will be assessed charges and/or prosecuted under the full extent of the law. Any unauthorized equipment or apparatus found connected to BWP's facilities will be removed by BWP personnel and stored at BWP. The equipment or apparatus may be redeemed upon full payment of all penalties, fees or charges due. After 30 days, unclaimed equipment or apparatus will be disposed of at BWP's discretion.

1.10 (e) If BWP has knowledge that a Customer failed to comply with any of the Rules and Regulations, BWP will notify Customer of such failure. If the Customer does not remedy same within a stated time, BWP shall have the right to discontinue service to the Customer. In the event of discovery of a dangerous condition on a Customer's premises or in the case of a Customer utilizing the service in such a manner as to make it dangerous for occupants of the premises, thus rendering the immediate discontinuance of service to the premises imperative, no notice shall be required.

1.10 (f) BWP will not furnish service to any premises where the use thereof may be detrimental to the BWP's facilities or to the service rendered by BWP to other Customers.

1.10 (g) BWP will furnish temporary service under the following conditions.

- (1) Furnishing of temporary service will not result in undue hardship upon BWP or its then existing Customer.
- (2) The Applicant shall be required to pay to BWP the cost of installing and removing any facilities necessary in connection with the furnishing of such service by BWP.
- (3) The Applicant for such temporary service may be required to make a deposit with BWP.
- (4) The Customer is responsible for the temporary power pole and related accessories, excluding the meter and service drop.
- (5) The Customer is responsible for fire hydrant rental meter pick-up and return to BWP.

1.10 (h) A Customer making any material change in the size, character or extent of the equipment, operations, or nature of land use at the Customer's premises shall immediately give BWP written notice of the nature and extent of the change.

1.11 CONTINUITY OF SERVICE

1.11 (a) BWP will exercise diligence and make all reasonable efforts to furnish and deliver a continuous and sufficient supply of utility service to avoid any shortage and prevent interruptions to service. When such interruptions occur, BWP will endeavor to re-establish service with the shortest possible delay consistent with the safety of its Staff, its Customers and the general public.

1.11 (b) Whenever BWP finds it necessary to schedule an interruption of service, it will, where

feasible, notify all Customers to be affected by the interruption, stating the approximate time and anticipated duration of the interruption. Scheduled interruptions will impose the least inconvenience to Customers, consistent with reasonable utility operations.

1.11 (c) During times of threatened or actual water or electricity shortages due to a natural disaster or circumstances out of BWP's control, BWP will apportion its available supplies among its Customers. The BWP General Manager or his/her designee will make that final decision after consulting with the appropriate authorities. BWP will apportion the supply in the manner that appears to be most equitable under circumstances then prevailing and with due regard to public health and safety.

1.12 FACILITIES AND ACCESS

1.12 (a) In order to serve Customers, BWP owns and operates facilities. BWP facilities may be located in the public right of way or on private property.

1.12 (b) Any part of the service connection that is located wholly or partially upon a Customer's premises is the property of BWP. No rent or other charge will be paid by BWP where BWP-owned service facilities are located on a Customer's premises.

1.12 (c) For routine work, BWP shall, at all reasonable hours, have access to meters, service connections and other property owned by it which may be located on Customer's premises for purposes of installation, maintenance, meter readings, operation or removal of the property at the time service is to be terminated. During an emergency BWP shall, at any time and with minimal notice, have access to meters, service connections and other property owned by it which may be located on Customers' premises for purposes of installation, maintenance, meter readings, operation or removal of BWP property at the time service is to be terminated.

1.12 (d) The Customer's utility system shall be open for inspection at all reasonable times to authorized representatives of BWP. The Customer's failure to do so within a reasonable period of time may result in disconnection.

1.12 (e) Customers must provide access to all water and electric meters upon request for billing purposes. If a premise is unoccupied, an estimate will suffice for a maximum period of three (3) months. At that time, an appointment will be required to update the readings. For cases where these conditions cannot be met for the electric meter, a remote meter reading device may be installed at BWP's sole discretion. Should BWP determine it is not appropriate for BWP to provide a remote meter, it may consider allowing the customer to provide such a meter.

1.14 PROPERTY DAMAGE

1.14 (a) BWP shall not be responsible for any loss or damage caused by any negligence or wrongful act of a Customer or of a Customer's authorized representatives in installing, maintaining, operating or using any or all appliances, facilities or equipment.

1.14 (b) The Customer will be held responsible for damage to BWP meters and other property or

facilities resulting from the use or operation of appliances and facilities on Customer's premises, including but not limited to damage caused by electricity, steam, hot water or chemicals.

1.14 (c) If a Customer, new Applicant, developer or other person is found to be responsible for any damage done to BWP property, such damages shall be reimbursed to BWP. If responsibility is not known, charges may be made to the current Customer or property owner and either billed separately or added to the monthly billing for collection.

1.14 (d) If a Customer's panel, service, or other property is damaged by BWP personnel and it is determined that BWP was in fact responsible for the damage, it may be necessary for safety, health and or economic necessity to restore damaged panel or property. Under those circumstances the General Manager, or his designee, may proceed without waiting for the required claim process to be completed.

1.15 CONNECTION

1.15 (a) BWP's operating convenience or necessity may require the use of more than one meter to serve a premise.

1.15 (b) BWP's operating convenience or necessity may require the construction of facilities in order to make connection to an Applicant's premises. BWP may require that a portion or all of the costs of such construction be paid or contracted for by the Applicant prior to connection.

1.15 (c) Each utility service and meter which has been disconnected and unused may be evaluated for its continuing integrity. From time to time BWP may find a service, meter, vault or other appurtenance to be substandard and no longer suitable for continued use. In such a case, construction of new facilities may be required by BWP. BWP may require that a portion or all of the costs of such construction be paid or contracted for by the Applicant prior to construction.

1.15 (d) BWP accommodation of same day service requests may be subject to additional fees or charges.

1.20 APPLICATION FOR SERVICE

1.20 (a) Each Applicant shall furnish and maintain satisfactory credit for payment of bills or charges in connection with BWP service.

1.20 (b) BWP may require each Applicant to complete and sign an application for service and also to establish credit. Such application may include:

1.20 (b.1) Location of premises to be served.

1.20 (b.2) Name of Applicant.

1.20 (b.3) Customer's mailing address.

1.20 (b.4) Date Applicant will be ready for service.

1.20 (b.5) Whether the premises has been previously supplied, if known.

1.20 (b.6) Rate schedule desired if optional rates are available.

1.20 (b.7) Date of application.

1.20 (b.8) Whether Applicant is owner, tenant, or agent for the premises.

1.20 (b.9) Information to establish credit of Applicant and/or deposit.

1.20 (b.10) Signature of Applicant.

1.20 (b.11) Such other information as BWP may reasonably require.

1.20 (b.12) Current telephone number.

1.20 (b.13) E-mail address.

1.20 (b.14) Names of all adults or tenants.

1.20 (c) Individual Liability for Joint Service

1.20 (c.1) Where two or more persons join in one application or contract for utility services, they shall be jointly and severally liable thereunder and shall be billed by means of a single monthly bill mailed to the person designated on the application to receive the bill.

1.20 (c.2) Whether or not BWP obtains a joint application for service, all adults who occupy a premise and receive the benefit of service are responsible jointly and severally for the payment of the bills for utility services used, unless BWP, in writing, acknowledges that one or more of the adult occupants is not responsible.

1.20 (c.3) Those receiving benefit of service at a premise may include the applicant, i.e., the customer of record, and/or a number of other adults, such as in the case with multiple roommates. When the applicant, i.e., the customer of record vacates the premises, the remaining adults, who benefited from the utility services, can be held liable for the utility billings incurred during the period they resided at the premises.

1.20 (c.4) BWP may deny or discontinue service for non-payment of a delinquent bill when determined that the applicant or one or more of the adults, or roommates continues to occupy the premises.

1.20 (c.5) BWP may deny or discontinue service to an applicant at a new address, if a delinquent utility billing remains unpaid from a prior service address, in which BWP has determined that the applicant was a roommate.

1.20 (d) Fire Service: The owner must sign the application for Fire Service and will remain as an “undersign” for the service even when a tenant assumes responsibility for the current monthly billing. The owner will remain on the account and pay the monthly billings when the tenant vacates and drops responsibility for the service. The owner cannot terminate responsibility for the service through a shutdown or disconnect without Fire Department approval.

1.21 DEPOSIT

1.21 (a) A deposit may be required of the Applicant before BWP establishes or reconnects service. The deposit amount may be required to accompany the application for service or request for reconnection. If a deposit is required for reconnection under subsection 1.21(a), the Customer may be required to tender cash or other guaranteed funds. The deposit amount required may be equal to double the estimated average billing for a one-month period, for service to the subject service address. In no case shall the deposit, if required, be less than \$20.00 per meter.

1.21 (b) If a deposit is required to activate an existing service payment may be made (cash or check) or, in lieu thereof, BWP may accept a time certificate of deposit, a pass book of savings deposit, or other evidence of security approved by the General Manager. Deposits required for construction of new facilities and/or services shall be paid by cash, or electronic fund transfer.

1.21 (c) The deposit is received as a guarantee that all utility service bills contracted at the Customer's premises set forth in the application or at any other Burbank address of the Customer will be paid in the time and manner as provided in the Rules and Regulations.

1.21 (d) BWP shall charge a fee if an Applicant tenders a check for deposit which is returned to BWP by its financial institution due to Applicant's insufficient funds. Cash or a cashier's check shall be required to clear the originally tendered check, and associated fees.

1.21 (e) If at any time BWP determines that the amount of an existing deposit, or the lack of a deposit, no longer equals the amount of deposit required, it may require the Customer to provide a deposit or other guarantee of the amount required.

1.21 (f) The deposit may be refunded to the Customer, by crediting the Customer's bill, after a period of twelve (12) months if credit, satisfactory to BWP, has been established and maintained for that period.

1.21 (g) When service is ordered discontinued by the Customer, the deposit may be refunded to the Customer or it may be transferred to other accounts under the same Customer's name. When there are charges due BWP from the Customer and there are no other accounts in the same Customer's name, the deposit may be first applied to outstanding charges and the balance returned.

1.21 (h) A deposit or credit balance due will be refunded only to the billing name as it appears on the account. It will be paid by City warrant.

1.21 (i) Customer shall not be entitled to any interest earnings on funds deposited with BWP.

1.22 ESTABLISHMENT OF CREDIT

1.22 (a) Initial credit satisfactory to BWP shall be considered as established by the payment of deposit upon application. Subsequent credit satisfactory to BWP shall be considered as established when an account has not been delinquent within a period of twelve (12) consecutive billings immediately prior to the date of eligibility for deposit refund.

1.22 (b) If the Customer maintains a deposit with BWP, or where a deposit has been refunded and the Customer has not been delinquent in payment of bills for a period of one year, it shall be deemed that established credit has been maintained.

1.22 (c) The requirement for establishing and maintaining credit may not be waived except by the General Manager, or his/her designee.

1.22 (d) Any Customer may be required to re-establish credit for any of the following reasons:

- (1) If the Customer's deposit has been applied by BWP in whole or in part to the payment of any bills or charges demanded by BWP;
- (2) If the Applicant has been a Customer of BWP and its service to the Customer has been discontinued for cause;
- (3) If the Customer's credit has not been maintained; or
- (4) If the billing name used by a commercial or industrial Customer changes.

1.23 CONTRACTS

1.23 (a) Contracts will not be required as a condition precedent to service, except:

- (1) As may be required by conditions set forth in the rate schedule;
- (2) In the case of utility infrastructure, and/or extensions, increase in capacity of existing facilities made specifically for benefit of the Customer, or temporary service where significant expenditures are required to serve the Applicant; or
- (3) As determined to be beneficial by the General Manager.

1.23 (b) BWP may enter other contracts as it deems necessary.

1.40 BILLING AND COLLECTION

1.40 (a) The charges billed by and payable to BWP for utility service will be according to rates legally adopted by the City Council. Complete sets of rates will be kept in BWP's offices where they will be available for public inspection.

1.40 (b) Upon adoption by the City Council of new schedules of rates, BWP will publish them once on a bill insert included with Customer's monthly bill, on BWP's website, or in a daily newspaper of general circulation published in the City of Burbank. The City shall not be liable in any manner for not giving any additional or further notice to any Customer of such new rates.

1.40 (c) The General Manager may establish and enforce charges for furnishing and supplying utility service to any installation of a character not adequately provided for in these Rules and Regulations, provided that such charges shall be consistent with rates and charges prescribed herein.

1.40 (d) Bills for utility service will be rendered according to registration of the meter as stipulated by rate schedules. Meters will be read as nearly as possible at regular intervals. Such regular meter readings will normally be at monthly intervals, but may be at other intervals as established at the discretion of BWP.

1.40 (e) BWP shall mail, deliver, fax, or send via email or internet, bills for service to the Customer.

1.40 (f) Bills are due and payable upon presentation.

1.40 (g) If a bill is not received by a customer at the anticipated monthly interval, it shall be incumbent upon the customer to inquire as to the whereabouts of the bill. Not receiving a bill does not alleviate a customer's responsibility for prompt payment.

1.40 (h) Removal bills, special bills, bills rendered on vacation of premises, closing or final bills, or bills rendered to Customers discontinuing service are payable upon presentation.

1.40 (i) Payment shall be made by mail, electronically, at BWP's offices, or at depositories located at other City facilities.

1.40 (j) Any amount unpaid fifteen (15) days after presentation causes the entire amount to become delinquent. All delinquent amounts are subject to a late fee after twenty one (21) days.

1.40 (k) Upon receipt of a returned check taken as remittance of utility billings or other charges, BWP will consider the account not paid.

1.40 (l) BWP may charge a fee if an Applicant tenders a check which is returned to BWP by its financial institution due to Applicant's insufficient funds. This fee may be waived if the returned check has been verified as a bank error.

1.40 (m) Rate schedules stated on a monthly basis are related to a 30-day consumption interval as a standard month. However, in computing and rendering regular bills, BWP, at its discretion, need not consider minor variances between actual read intervals and any established regular read interval, in accordance with the following:

- (1) Where bills are regularly rendered monthly, computation from monthly rate schedules may be made directly whenever actual read intervals do not vary outside of a 28 to 34-day range.
- (2) On opening accounts, BWP may omit the initial billing when such billing period is less than four days on monthly accounts.

1.40 (n) Where proration of bills on a monthly basis is provided for in the schedules, any prorating adjustment shall be made on the basis of a standard 30-day interval on initial and closing bills as

well as for any other meter read interval varying from a 30-day period.

1.40 (o) In the event a Customer requests one service account be closed and another be opened at a different location in Burbank, the Customer may request, or BWP may authorize, that unpaid billings at one account be transferred to the other account of the same Customer.

1.41 DISPUTED BILLS

1.41 (a) Whenever the accuracy of any bill for service is questioned by the Customer within seven days of presentation, BWP will cause an investigation to be made. If this procedure does not result in a resolution deemed acceptable to the Customer, the Customer shall have the right to seek review by the General Manager's office. After such review, the Customer may request an appeal to the City Manager's office. The Customer complaint should be in writing and should be addressed to the City Manager. The City Manager's office will review the complaint and set-up an appropriate committee to resolve the complaint. The Customer or their representative may be invited to attend that committee's meeting if needed.

1.41 (b) Inaccuracies of meter readings or bills reflecting clerical or meter errors shall be adjusted to a correct basis as determined by BWP's investigation.

1.41 (c) If the meter is found to be fast, BWP will adjust the Customer account the amount of the overcharge based on corrected meter readings for the period the meter was in use and determined to be incorrect, but not to exceed a period of six months.

1.41 (d) If the meter is found to be slow, BWP may bill the Customer, at its option, for the amount of the undercharge based on corrected meter readings for the period the meter was in use and determined to be incorrect, but not to exceed a period of six months.

1.41 (e) If the meter is found to be non-registering, BWP may bill the Customer according to an estimate of consumption while the meter was not registering, but not to exceed a period of six months. The estimate will be based on the Customer's prior use during the same season of the previous year if conditions were unchanged during the year, or on a reasonable comparison of consumption of other similar Customers during the same period.

1.41 (f) In cases where meter readings, dates, or other required factors cannot be determined, BWP shall establish such factors by tests, analyses, and investigations to determine the proper basis for making an adjustment, if any.

1.41 (g) Adjustments to bills may be authorized by the General Manager or his/her designee.

1.42 DELINQUENCY

1.42 (a) In the event any bill for service is not paid in accordance with the provisions of these Rules and Regulations, the amount of such unpaid bill may become a lien upon the property and be collected at the same time and in the same manner as all taxes on real property in the City.

1.42 (b) If payment for a billing period is not made on or before the eighteenth day after presentation, the account is subject to collection activity.

1.42 (c) Minimum arrears must be paid on or before 4:00 p.m. on notice expiration date to avoid further collection action or service disconnection.

1.42 (d) BWP will notify the Customer in person, by telephone, e-mail, or mail of discontinuation of service due to a returned check. Service may be disconnected if the amount of the returned check and returned check charge are not paid by the expiration date as indicated on the notice. BWP may require all amounts paid to redeem a returned check be made in cash or certified funds.

1.42 (e) For each notice made to a Customer for the purpose of collecting a delinquent account, whether in person, by telephone, e-mail, or mail, BWP may charge and collect a collection fee. BWP may require payment of delinquent account be made in cash or certified funds.

1.42 (f) In the event a customer's account becomes delinquent, BWP reserves the right to transfer all the charges to any other open account of the same customer. The account to which charges were transferred shall be subject to all collection actions provided for in these Rules and Regulations.

1.50 DISCONNECTION/RECONNECTION

1.50 (a) A Customer's utility service may be discontinued by the Department and notice of such disconnection will be made in accordance with all statutory requirements. If notice is required, the Customer will be notified of disconnection by mail, phone, fax, internet, or by placement of a disconnection notice on the premises served by the meter to be disconnected. Fire Services will not be disconnected without notice from the Burbank Fire Department.

1.50 (b) A Customer's utility service may be discontinued by BWP for various reasons which follow. Such involuntary disconnections are performed by turning off and locking out the meter.

1.50 (c) A Customer's utility service may be discontinued for non-payment of a bill for service rendered by BWP eighteen days after presentation. Before service is disconnected, the Customer will be notified. A service may be disconnected for non-payment of bills of a Customer whether or not the payment delinquency is associated with service at that service connection or at any other service connection in Burbank of that same Customer.

1.50 (d) Charges for reconnection of service and payments for deposits or to reinstate deposits shall be paid before service will be reconnected. BWP reserves the right to make exceptions and arrangements as appropriate.

1.50 (e) In the event a returned check is tendered as payment for utility service disconnected for non-payment, and as a result BWP restores service, BWP may again promptly disconnect service without providing further notice. No 48-hour notice of discontinuance need be made in the case of a returned check tendered for payment of charges that were subject to discontinuance.

1.50 (f) A Customer's utility service may be discontinued for non-compliance with BWP's Rules and Regulations. BWP may discontinue service to any Customer for violation of the Rules and Regulations after it has given the Customer at least one working day written notice of such intention.

1.50 (g) BWP may disconnect a service without notice if unsafe, nuisance or hazardous conditions are found to exist on the Customer's premises. BWP will immediately notify the Customer of the reasons and the necessary corrections required before reconnection. Such unsafe, nuisance or hazardous conditions may exist due to defective appliances or equipment that may be detrimental to either the Customer, BWP, or to BWP's other Customers.

1.50 (h) A Customer's utility service may be discontinued for fraudulent use of service. When BWP determines that a Customer has obtained service by fraudulent means or has diverted utility service from another Customer without authorization from BWP, the service may be discontinued without notice. BWP will not restore service to such Customer until that Customer has complied with all Rules and Regulations and BWP has been reimbursed for the full amount of the service rendered and the actual cost to BWP, including administrative and overhead, incurred by reason of the fraudulent use.

1.50 (i) A Customer may request that service be discontinued either temporarily or permanently. The request must allow at least one working day's advance notice to BWP. If such notice is not given, the Customer will be billed for service until one working day after BWP acquires knowledge that the Customer has vacated premises or otherwise has discontinued service. BWP shall require payment for services rendered, intended or not, based on received benefit of service.

1.50 (j) In the event BWP has discontinued utility service with the understanding that the service is to be off permanently for not less than six consecutive months for residential services or twelve consecutive months for non-residential services, and the same Customer resumes the use of the service in whole or in part in less than the aforementioned periods of time after the discontinuance, then BWP shall consider the service active for the full period of discontinuance and shall bill the Customer accordingly, inclusive of all minimum charges.

1.50 (k) If a person, or legal entity, takes possession of a premises in Burbank and finds water or electric service on, he/she shall notify BWP within 24 hours to have the service disconnected or transferred into his/her name. BWP shall require payment for services rendered, intended or not, based on received benefit of service.

1.50 (l) BWP will not discontinue utility service to enable a Customer to avoid payment of minimum charges for any period less than six consecutive months for residential services or twelve consecutive months for non-residential services, except where the Customer is affected by fire, strikes, riots, or any similar cause beyond his control.

1.50 (m) Each Customer about to vacate any premises supplied with service by BWP shall give notice of his intended vacation, specifying the date service is desired discontinued; otherwise, the Customer will be held responsible for utility service furnished to such premises until BWP shall have notice of such vacation.

1.50 (n) Connection or disconnection of utility services which result in BWP incurring costs in excess of typical operating costs may be subject to additional charges or fees.

1.50 (o) Pursuant to the Bankruptcy Act (P.L. 95-598), BWP will not alter, refuse or discontinue service to, or discriminate against, a Customer or a trustee of a Customer, solely on the basis that a debt owed by the Customer to BWP for service rendered, before an order for relief, was not paid when due. It shall be the responsibility of the Customer to supply BWP with a copy of any applicable order for relief. BWP shall discontinue service if neither the Customer nor the trustee within twenty (20) days after the date of the order for relief furnishes adequate assurance of payment in the form of an advance payment for service after such date and submits a new application for service, to cover services provided after initial filing. As used herein, "adequate assurance of payment" shall mean an advance payment in an amount equal to twice the average monthly bill for the prior twelve months. As used herein, "order for relief" shall have the same meaning as given to it in the Bankruptcy Act. The commencement of a voluntary case under the Bankruptcy Act shall constitute an order for relief. Service may be discontinued in accordance with the Rules and Regulations of BWP upon non-payment for service rendered after the order of relief, unless other orders are issued by the court and presented to BWP.

1.50 (p) Fire Services shall not be disconnected without prior approval from the City's Fire Department.