

Brownsville Energy Authority

Schedule of Rules and Regulations Revised 12/4/2025

- **Application for Service** Brownsville Energy Authority (BEA) requires each prospective customer desiring utility service to complete the following before service is connected:
 - Complete an application for service
 - Provide Two (2) forms of valid State/Federal Identification Cards
 - Provide One (1) name of the nearest relative with address and phone number
 - Renters – Provide a rent receipt or statement from the landlord, with address of the rental property and the name of the current tenant
 - Property Owners – Provide a sales agreement or some other documentation proving ownership
- **Deposit** A deposit or suitable guarantee may be required of any customer before utility service is supplied. Interest is accrued monthly only on deposits that are greater than one month's bill and are held for more than twelve months (after the deposit is paid in full). All accrued interest will be credited to accounts receivable annually on June 30, based on current interest rates on passbook savings accounts. The deposit balance, including accrued interest, as well as the adequacy of such deposit shall be subject to review by BEA. Upon termination of service, deposits will be applied against the customer's unpaid balances, and if any balance remains, the balance shall be refunded to the customer.
 - **Commercial Customer Deposits**

New accounts will be set based on two times the highest monthly bill in the last 12 months. If history on the account is not adequate to determine an appropriate deposit amount, history from a similar location will be used. In lieu of cash deposit; a commercial customer may choose to provide a Letter of Credit, a Surety Bond, or Certificate of Deposit and in the event the customer leaves a delinquent balance. After services are terminated, Brownsville Energy Authority will receive payment from the Deposit, Surety Bond or CD. If a customer chooses a Surety Bond or CD, the customer must furnish appropriate copies to be kept on file with BEA.
 - **Residential Customer Deposits**

Brownsville Energy Authority is partnering with ONLINE Utility Exchange to determine the risk associated with new customers making application for service. ONLINE Utility Exchange will provide the utility with a report of the applicant's credit risk and a deposit amount will be determined. The credit risk assessment will be obtained at the point of application. This determination of credit risk will be assessed without regard to race, color, creed, sex, age, marital status, or national origin. Upon termination of service, any retained deposit will be applied against unpaid bill balance, and any remaining deposit balance will be refunded to the customer.

Residential Deposit Amounts and Classifications

GREEN

New or additional service applicants who pose no credit risk will be charged a \$50 deposit.

YELLOW

New or additional service applicants (renting or purchasing) who pose a minimal credit risk will be charged a \$150.00 deposit.

RED

New or additional service applicants (renting or purchasing) who pose substantial credit risk will be charged a \$250.00 deposit. Customers making application with BEA who disconnected service with a balance due will be subject to the maximum deposit.

- **Additional Information** If a customer's service is disconnected for non-payment, the customer will pay a \$40 service charge. The \$40 service charge is administration processing and reconnection. After business hours, there is an additional \$25 service charge for reconnection.

If a commercial customer's service is disconnected due to non-payment, the same \$40 service charge applies.

No customer will be required to pay a deposit that exceeds twice the amount of their highest monthly bill.

- **Interest Accrued on Deposits** Interest will be accrued on all deposits based on the following criteria:
 - Interest will only accrue on accounts where the full deposit balance has been paid and where the deposit amount is greater than one month's bill and older than 12 months.
 - Interest will be accrued on deposits beginning no less than 60 days after BEA board approval.
 - Interest rate will be based on current interest rates on passbook savings accounts.
 - Interest will accrue on June 30, of each year and only be credited when the deposits are applied.
- **Installment Payments on Deposits** New customers may be allowed to make special payment arrangements on their deposit. With approval from Collections Manager the customer must pay 50% of the Deposit amount and upon signing an agreement may be allowed two more weeks to pay the remaining balance of their deposit. If the terms are not satisfied, the customer will be disconnected for non-payment and will be handled in the same manner as customers in Sec 9 of this document.
- **Billing** Bills will be rendered monthly and shall be paid at the BEA office, online at www.budutil.com or by phone at **1-866-252-4474**. Failure to receive a bill will not release the customer from any payment obligation. Net payment period is a minimum of fifteen (15) days after the billing date. Should bills not be paid by the due date specified on the bill, BEA may at any time thereafter discontinue service. Bills paid on or before the due date shall be payable at the net rates, but thereafter the gross rates (5% additional) shall apply, as provided in the Schedule of Rates and Charges. Net rate remittances received by mail, after the due date, will be accepted without penalty by BEA. The incoming envelope must be postmarked by United States Post Office on or before the due date.
- **Disconnection of Services due to Non-Payment** LPC may discontinue utility services for the violation of any of the Schedule of Rules and Regulations or of the Schedule of Rates and Charges. LPC may also discontinue utility service for the theft of service or the appearance of any theft device on the customer's premise, for safety reasons or to be compliant with any city, state, county or federal regulations that require disconnection for safety reasons.

Utility service shall be discontinued to customers with past due accounts. Payment in full (including all related service and late fees) will be required before service is restored. An additional deposit amount may also be required.

The termination of service by LPC for any reason stated in this policy does not release the customer from the obligation for any amounts due LPC, including payment of minimum bills, installation or construction fees and/ or miscellaneous fees as specified in contracts.

- **Collection Times** Listing of delinquent accounts will be generated by collections support personnel daily. This list will not be generated until all night depository payments have been processed. Once the list has been generated, customers on this list are considered **Disconnected Due to Non-Payment** and are required to pay their bill in full including Service/Late Fees.

- **Procedure for Disconnection of Service Due to Non-payment of Bill** The following business day after a customer's bill is due, a late fee will be assessed in the maximum amount of 5% of the current month's bill. Two business days following the customer's due date, LPC will mail by USPS, a notice to each customer that has not paid their bill in full. The notice shall state that the bill has not been paid and the customer is subject to disconnection for nonpayment if the stated bill amount is not satisfied within 10 working days after the due date. The notice shall also inform the customer of the opportunity to discuss any bill disputes with a LPC representative prior to the disconnection date stated on the notice.

A late fee will automatically be added to all bills unpaid as of the due date. If service is disconnected due to non-payment of bill, service will not be reconnected until the total balance is paid in full, including applicable service/late fees.

- **Payments Denied by Financial Institutions** Payments denied by a financial institution including but not limited to Banks, Credit Card Companies, etc. shall result in immediate termination of service. All fees incurred due to the denial of payment must be paid prior to reinstatement of service. Repeat payment denials (more than one in a twelve-month period) will be placed on "Cash Only" status for twelve months. Cash, a money order or a cashier check are the only acceptable means of payment for a returned check or an account on "Cash Only" status.
- **Special Payment Arrangements (SPA)** LPC recognizes that customers occasionally need extended payment terms. Located in section 12 & 13, respectively, of Brownsville Energy Authority's Schedule of Rules and Regulations special procedures are outlined for our customers during times of extreme weather and those with medical hardships. For all other customers, special payment arrangements (SPA) are as follows: Customers seeking a special payment arrangement must contact our office located at 25 N Lafayette St, Brownsville, TN, during business hours of 7:30 am – 5:30pm. Payment requests will be taken by a customer service representatives (CSR) before the bill due date and ONLY on the current month's bill. Upon payment of 50% of the printed past due amount, the customer will be allowed an additional 5 business days to satisfy the remaining balance. Failure to honor the agreement will:
 - Result in immediate disconnection, the customer must pay the entire past due Balance plus any and all service/late fees.
 - Disqualify the customers from future SPA's.

Customers will only be allowed 2 extensions per calendar year and these cannot be requested consecutively. Payment arrangements will not be granted on past due balances, customer must pay all past due balances BEFORE making SPA.

After 5 business days of being disconnected due to non-payment, if there is no response from the customer, the account will be finalized and the deposits will be applied. Either a final bill or refund check will be issued. After this point, if the customer wishes to reestablish services they will subject to a new application process and will be treated as a new customer.

The Collections Manager and General Manager have the authority to make arrangements outside the scope of this policy, but only in rare and extraordinary circumstances.

- **Reconnections** Reconnection procedures and payments are addressed in section 3 (Additional Information) of this document.

- **Division of Reconnect Duties** In addition to the above SPA policy, in Section 10 of this document the reconnection duties will be divided as follows: A list of customers who failed to meet their special payment arrangements will be generated. This list will be generated, DAILY and after night deposit payments have been finished, by the assistant to the Collections Manager. Customers will be automatically assessed the \$40 collection fee and preparations will be made to disconnect their services. In the event a customer makes a cash/online payment before their meter has been disabled, BUT after a service order has been created to disconnect services the CSR may contact a BEA serviceman to stop the disconnection process. However, the creation of a disconnection service order renders a customer responsible for the \$40 collection fee.
- **EXTREME WEATHER** Weather conditions will be researched daily as needed. Appropriate personnel will refer to www.weather.com for ZIP CODE 38012 (Haywood County) to determine weather conditions. Termination of service will be postponed during summer months if there is a Heat Advisory in effect and during winter months if the predicted low temperature for the coming night is expected to be 32 degrees Fahrenheit or lower.
- **MEDICAL HARDSHIP** To qualify for a medical hardship status the customer or the person living in the home must fill out the **MEDICAL FORM FOR CERTIFICATION OF USE OF LIFE-SUSTAINING ELECTRIC DEVICE** (Form is attached). BEA personnel may follow-up to verify the validity of the statement. If the customer fails to comply with the above qualifications they will be allowed seven (7) days to make other arrangements. After this period, services are subject to disconnection. The customer shall be informed by Brownsville Energy Authority that this is only a temporary extension to pay their account and the condition remains the same or worsens, then it is the customer's responsibility to renew this form on or before 120 days.
- **Reconnection Charge** When service has been disconnected by BEA, as provided in the **Additional Deposit Information** Section 3 of this document, current Reconnect Fees and/or Collection Fees apply.
- **Information to Customers** BEA shall reasonably inform customers about rates and service practice policies. A customer's utility consumption data for the prior 12-month period, information concerning deposit and accrued interest, and/or current month's retail rates, service practice policies and other pertinent information are available upon customer's application for service, or at any time requested by a customer in the office at **25 N Lafayette Avenue Brownsville, TN 38012** or www.budutil.com. All retail rate actions initiated by BEA shall be communicated to customers by public statement issued through print media or electronic media.
- **Scope** This Schedule of Rules and Regulations is a part of all contracts for receiving utility service from BEA, and applies to all service received from BEA, whether the service is based upon contract, agreement, signed application or otherwise. A copy of this schedule, together with a copy of BEA's Schedule of Rates and Charges, shall be kept open to inspection at the BEA office located at **25 N Lafayette Avenue Brownsville, TN 38012** or online at www.budutil.com. Copies are made available upon customer's request for service.
- **Revisions** These Rules and Regulations may be revised, amended, supplemented or otherwise changed from time to time, without notice. Such changes, when effective, shall have the same force as the present Rules and Regulations.

- **Conflict** In case of conflict between any provision of any Rate Schedule and the Schedule of Rules and Regulations, the Rate Schedule shall apply.
- **Point of Delivery** The point of delivery is the point, as designated by LPC, on customer's premises where current is to be delivered to building or premises. All wiring and equipment beyond this point of delivery shall be provided and maintained by customer at no expense to LPC.
- **Customer's Wiring Standards** All wiring of customer must conform to LPC's requirements and accepted modern standards, as exemplified by the requirements of the National Electrical Safety Code and National Electrical Code.
- **Inspections** LPC shall have the right, but shall not be obligated, to inspect any installation before electricity is introduced or at any later time, and reserves the right to reject any wiring or appliances not in accordance with LPC's standards; but such inspection or failure to inspect or reject shall not render LPC liable or responsible for any loss or damage resulting from defects in the installation, accidents which may occur upon Customer's premises.
- **Underground Service Lines** Customers desiring underground service lines from LPC's overhead system must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by LPC on request during regular business hours.
- **Customer's Responsibility for LPC's Property** All meters, service connections, and other equipment furnished by LPC shall be, and remain the property of LPC. Customer shall provide a space for and exercise proper care to protect the property of LPC on its premises, and in the event of loss or damage to LPC's property arising from neglect of Customer to care for same, the cost of the necessary repairs or replacements shall be paid by the customer.
- **Right of Access** LPC's employees shall have access to customer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing or exchanging any or all equipment belonging to LPC.
- **Discontinuation of Service by LPC** LPC may refuse to connect or discontinue services for the violation of any of its Rules and Regulations, or for violation of any of the provisions of the Schedule of Rates and Charges, or of the application of customer or contract with customer. The discontinuation of service by LPC for any causes as stated in this rule does not release customer from their obligation to LPC for the payment of minimum bills as specified in application of customer or contract with Customer.
- **Termination of Contract by Customer** Customers who have fulfilled their contract terms and wish to discontinue service must give at least three (3) days written notice to that effect, unless contract specifies otherwise. Notice to discontinue service prior to expiration of contract term will not relieve customer from any minimum or guaranteed payment under any contract or rate.
- **Interruption of Service** LPC will use reasonable diligence in supplying current, but shall not be liable for breach of contract in the event of, or for loss, injury, or damage to persons or property resulting from, interruptions in service, excessive or inadequate voltage, single-phasing, or otherwise unsatisfactory service, whether or not caused by negligence.
- **Shortage of Electricity** In the event of any emergency or other condition causing a shortage in the amount of electricity for LPC to meet the demand on its system, LPC may, by an allocation method deemed equitable by LPC, if the amount of electricity to be made available for use by customer and/or may

otherwise restrict the time during which customer may make use of electricity and the uses which customer may make of electricity. If such actions become necessary, customer may request a variance because of unusual circumstances including matters adversely affecting the public health, safety and welfare. If customer fails to comply with such allocation or restriction, LPC may take such remedial actions as it deems appropriate under the circumstances including temporarily disconnecting electric service and charging additional amounts because of the excess use of electricity. The provisions of Section entitled Interruption of Service of this schedule of Rules and Regulations are applicable to any such allocation or restriction.

- **Voltage Fluctuations Caused by Customer** Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to LPC's system. LPC may require customer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.
- **Additional Load** The service connection, transformers, meters, and equipment supplied by LPC for each customer have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of LPC. Failure to give notices of additions or changes in load, and to obtain LPC's consent for same, shall render customer liable for any damage to any of LPC's lines or equipment caused by the additional or changed installation.
- **Standby and Resale Service** All purchased electric service (other than emergency or standby service) used on the premises of customer shall be supplied exclusively by LPC, and customer shall not, directly or indirectly, sell, sublet, assign or otherwise dispose of the electric service or any part thereof.
- **Notice of Trouble** Customer shall notify LPC immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of electricity. Such notices, if verbal, should be confirmed in writing.
- **Non-Standard Service** Customer shall pay the cost of any special installation necessary to meet his particular requirements for service at other than standard voltages, or for the supply of closer voltage regulation than required by standard practice.
- **Meter Tests** LPC will, at its own expense, make periodic tests and inspections of its meters in order to maintain a high standard of accuracy. LPC will make additional tests or inspections of its meters at the request of customer. If tests made at customer's request show that the meter is accurate within two percent (2%), slow or fast, no adjustments will be made in customer's bill, and LPC's standard testing charge will be paid by customer. In case the test shows meter to be in excess of two percent (2%) fast or slow, as adjustment shall be made in customer's bill over a period of not over thirty (30) days prior to date of such test, and cost of making test shall be absorbed by LPC.
- **Relocation of Outdoor Lighting Facilities** LPC shall, at the request of customer, relocate or change existing LPC owned equipment. Customer shall reimburse LPC for such charges at actual cost including appropriate overheads.
- **Billing Adjusted to Standard Periods** The demand charged and the blocks in the energy charged set forth in the rate schedules are based on billing periods of approximately one month. In the case of the first billing of new accounts (temporary service, cotton gins, and other seasonal customers excepted) and final billings of all accounts (temporary services excepted) where the period covered by the billing involves fractions of a month, the demand charges and the blocks of the energy charge will be adjusted to a basis proportionate with the period of time during which service is extended.

**MEDICAL FORM FOR CERTIFICATION OF
USE OF LIFE-SUSTAINING ELECTRIC DEVICE**

OFFICE USE ONLY

ACCOUNT #: _____

ACCOUNT NAME: _____

DATE RECEIVED: _____

PATIENT NAME: _____

PATIENT ADDRESS: _____

MEDICAL AUTHORIZATION

Physician is hereby authorized to furnish to Brownsville Energy Authority, 25 N Lafayette Ave, Brownsville, TN 38012, any and all information in your possession concerning the undersigned patient's physical condition, care diagnosis, and treatment. The undersigned patient further waives all privileges and confidentiality, which may exist in the doctor/patient relationship or healthcare provider/patient relationship, so as to permit the release of all information desired by Brownsville Energy Authority (BEA). The undersigned patient further releases you and all other persons employed by you for all claims the undersigned patient may have or claim to have for any invasion of privacy by reason of your furnishing information to BEA. The undersigned patient further states that this medical authorization is to be considered by you to contain the core elements and required statements outlined in 45 CFR, Section 164.500, et seq. to allow you to disclose the requested information with BEA in compliance with the HIPPA Privacy Standards with respect to the disclosure of protected health information.

Date: _____

Patient: _____

PHYSICIAN: PLEASE COMPLETE ALL PARTS. BROWNSVILLE ENERGY AUTHORITY WILL CALL TO CONFIRM.

I am a licensed physician in the State of _____. The above named customer is a patient of mine and is under my care and treatment at this time. I have personally examined the above named patient within the past 90 days. The above patient is suffering from the following medical condition:

(Type or Print)

The above medical condition requires the patient to use the following electric life-sustaining device:

(Type or Print)

In my opinion the termination of electrical service at the present time would result in an immediate life threatening condition for the above patient. My opinion is based upon a reasonable degree of medical certainty.

Physician Signature

Patient Signature

Phone number

Customer's Acknowledgement

I have been informed by Brownsville Energy Authority that this is only a temporary extension to pay my account and if my condition remains the same or worsens, then it is my responsibility to renew this form on or before 120 days. I acknowledge that it is my responsibility during this period to arrange for the transfer of the above patient to another location, in the event payment cannot be made.

I have been informed by BEA that Brownsville Energy Authority has the sole discretion to accept or deny this application for relief based upon a life threatening condition for the above named patient.

Date Signature

Sworn to and subscribed before me, on this the _____ day of _____, 20____.

Notary Public: _____ My Com. Exp. _____ (SEAL)