



Customer Service—Billing Division Policies & Procedures

Revised: 6/11/26

This document provides an outline of the policies and procedures related to utility services provided by the City of Johnson City, Tennessee. These services include water, sewer, solid waste, and stormwater.

WATER & SEWER SERVICES – JOHNSON CITY, TN

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1. RATE SCHEDULES, CITY ORDINANCES, AND TENNESSEE STATE CODE

CITY OF JOHNSON CITY WATER AND SEWER DEPARTMENT
CITY RATE & CONNECTION FEE SCHEDULE EFFECTIVE July 1, 2026

INSIDE CORPORATE LIMITS WATER & SEWER RATE TABLE					
WATER RATE			SEWER RATE		
BASE CHARGE PER BILL			BASE CHARGE PER BILL		
\$6.30			\$7.82		
RATE 1	0-20,000 GAL	\$4.92/K GALLONS	RATE 1	0-20,000 GAL	\$7.85/K GALLONS
RATE 2	20,001 - 190,000 GAL	\$3.94/K GALLONS	RATE 2	20,001 - 190,000 GAL	\$7.85/K GALLONS
RATE 3	190,001 - 490,000 GAL	\$3.54/K GALLONS	RATE 3	190,001 - 490,000 GAL	\$7.85/K GALLONS
RATE 4	OVER 490,000 GAL	\$3.20/K GALLONS	RATE 4	OVER 490,000 GAL	\$7.85/K GALLONS
Effective 07-01-26			Effective 07-01-26		

WATER CONNECTION FEES					
Size	Item	Fee	Size	Item	Fee
5/8"	METER AND CONNECTION CHARGE	\$890.00	1"	Metered Fire Service	\$1,160.00
1"	METER AND CONNECTION CHARGE	\$1,070.00	2"	Metered Fire Service	\$2,240.00
1 1/2"	METER AND CONNECTION CHARGE	\$1,830.00	3"	Metered Fire Line	\$3,190.00 / NO MON FEE
2"	METER AND CONNECTION CHARGE	\$2,010.00	4"	Metered Fire Line	\$3,660.00 / NO MON FEE
2" Compound	METER AND CONNECTION CHARGE	\$2,940.00	6"	Metered Fire Line	\$4,390.00 / NO MON FEE
3" Compound	METER AND CONNECTION CHARGE	\$4,430.00	8"	Metered Fire Line	\$5,150.00 / NO MON FEE
4" Compound	METER AND CONNECTION CHARGE	\$6,000.00	4"	Fire Protectus Meter	\$7,550.00
6" Compound	METER AND CONNECTION CHARGE	\$9,820.00	6"	Fire Protectus Meter	\$12,010.00
5/8"	TEMPORARY METER	\$260.00	8"	Fire Protectus Meter	\$16,540.00
3"	TEMPORARY METER	\$560.00		Fire Hydrant (public)	\$3,580.00

**All Connections Larger Than 8" To Be Figured at Cost Including Labor, Materials, and Overhead

SANITARY SEWER CONNECTION FEES			
Category Code	Connection/Use Type	Fee	Additional Info
13229 (A)	Single Family Residence	\$1,940	
13229 (B)	Non-residential 10,000 Square feet of floor space or less	\$1,940	
13229 (C)	Car Wash	\$2,410	
13230 (D)	Multi-Unit Complexes: Apartments, Townhomes, Condominiums, Duplexes, Mobile Home Parks, RV Parks	\$1,940 For the first unit, \$1,130 for the next (50) units plus \$690 for each additional unit	Includes (per rental unit) those with shared common space and/or kitchen; if within approved SD see category "I" additional info.
13229 (E)	Non-residential over 10,000 Square feet of floor space	\$1,940 For the first 10,000 Sq Ft of floor space, Plus \$1,130 for each additional 10,000 Sq Ft of floor space	Pro-rated for each square foot exceeding 10,000
13231 (F)	Motels, Hotels, Hospitals, Nursing Homes, Dormitories, Assisted Living Facilities	\$1,940 For the first unit/room, \$690 for each additional unit/room	If within approved SD see category "I" additional info.
13229 (G)	Additional residence on same tract of land & sharing common public sewer connection	\$1,940	
13233 (H)	On-site residential pump		Evaluation, written approval, & notarized agreement required.
	(1) Standard Capacity	\$4,380	
	(2) Extra Capacity	\$6,130	
	(3) Duplex	*calculated at cost	
13232 (I)	Single family residences within subdivision wherein public sewer infrastructure was installed by developer in accordance with WS Design Standards (approved subdivision)	\$1,310	For projects classified under categories "D" & "F" discounted rate only applies to the 1st unit

MISCELLANEOUS FEES			
Type	Amount		
New Account Setup	\$50		
Reconnect	\$50		
Return Payment	\$25		
Same Day Service Reconnect	\$75		

Effective 07-01-26

CITY OF JOHNSON CITY WATER AND SEWER DEPARTMENT
REGIONAL RATE & CONNECTION FEE SCHEDULE EFFECTIVE July 1, 2026

OUTSIDE CORPORATE LIMITS WATER & SEWER RATE TABLE					
WATER RATE			SEWER RATE		
BASE CHARGE PER BILL			BASE CHARGE PER BILL		
\$11.02			\$13.68		
RATE 1	0-20,000 GAL	\$8.59/K GALLONS	RATE 1	0-20,000 GAL	\$13.72/K GALLONS
RATE 2	20,001 - 190,000 GAL	\$6.87/K GALLONS	RATE 2	20,001 - 190,000 GAL	\$13.72/K GALLONS
RATE 3	190,001 - 490,000 GAL	\$6.18/K GALLONS	RATE 3	190,001 - 490,000 GAL	\$13.72/K GALLONS
RATE 4	OVER 490,000 GAL	\$5.58/K GALLONS	RATE 4	OVER 490,000 GAL	\$13.72/K GALLONS
Effective 07-01-26			Effective 07-01-26		

WATER CONNECTION FEES					
Size	Item	Fee	Size	Item	Fee
5/8"	METER AND CONNECTION CHARGE	\$1,260.00	1"	Metered Fire Service	\$1,650.00
1"	METER AND CONNECTION CHARGE	\$1,520.00	2"	Metered Fire Service	\$3,020.00
1 1/2"	METER AND CONNECTION CHARGE	\$2,410.00	3"	Metered Fire Line	\$4,300.00 / \$50.00 MON FEE
2"	METER AND CONNECTION CHARGE	\$2,690.00	4"	Metered Fire Line	\$4,930.00 / \$50.00 MON FEE
2" Compound	METER AND CONNECTION CHARGE	\$4,130.00	6"	Metered Fire Line	\$5,820.00 / \$50.00 MON FEE
3" Compound	METER AND CONNECTION CHARGE	\$6,300.00	8"	Metered Fire Line	\$6,810.00 / \$60.00 MON FEE
4" Compound	METER AND CONNECTION CHARGE	\$8,550.00	4"	Fire Protectus Meter	\$10,550.00
6" Compound	METER AND CONNECTION CHARGE	\$13,720.00	6"	Fire Protectus Meter	\$16,790.00
5/8"	TEMPORARY METER	\$260.00	8"	Fire Protectus Meter	\$23,120.00
3"	TEMPORARY METER	\$560.00		Fire Hydrant (public)	\$4,630.00

**All Connections Larger Than 8" To Be Figured at Cost Including Labor, Materials, and Overhead

SANITARY SEWER CONNECTION FEES			
Category Code	Connection/Use Type	Fee	Additional Info
13229 (A)	Single Family Residence	\$3,100	
13229 (B)	Non-residential 10,000 Square feet of floor space or less	\$3,100	
13229 (C)	Car Wash	\$3,580	
13230 (D)	Multi-Unit Complexes: Apartments, Townhomes, Condominiums, Duplexes, Mobile Home Parks, RV Parks	\$3,100 For the first unit, \$1,800 for the next (50) units plus \$1,100 for each additional unit	Includes (per rental unit) those with shared common space and/or kitchen; if within approved SD see category "I" additional info.
13229 (E)	Non-residential over 10,000 Square feet of floor space	\$3,100 For the first 10,000 Sq Ft of floor space, Plus \$1,800 for each additional 10,000 Sq Ft of floor space	Pro-rated for each square foot exceeding 10,000
13231 (F)	Motels, Hotels, Hospitals, Nursing Homes, Dormitories, Assisted Living Facilities	\$3,100 For the first unit/room, \$1,100 for each additional unit/room	If within approved SD see category "I" additional info.
13229 (G)	Additional residence on same tract of land & sharing common public sewer connection	\$3,100	
13233 (H)	On-site residential pump		Evaluation, written approval, & notarized agreement required.
	(1) Standard Capacity	\$7,000	
	(2) Extra Capacity	\$9,800	
	(3) Duplex	*calculated at cost	
13232 (I)	Single family residences within subdivision wherein public sewer infrastructure was installed by developer in accordance with WS Design Standards (approved subdivision)	\$2,100	For projects classified under categories "D" & "F" discounted rate only applies to the 1st unit

MISCELLANEOUS FEES			
Type	Amount		
Outside City Limits Inspection of Private Building Sewer	\$50		
New Account Setup	\$50		
Reconnect	\$50		
Return Payment	\$25		
Same Day Service Reconnect	\$75		

Effective 07-01-26

AN ORDINANCE TO AMEND ORDINANCE NO. 4662-18 ENTITLED, “AN ORDINANCE TO ADOPT A CODE OF LAWS AND ORDINANCES FOR THE CITY OF JOHNSON CITY, TENNESSEE, AND TO REPEAL ALL LAWS AND ORDINANCES IN CONFLICT THEREWITH,” AND AMENDATORY THEREOF FOR PERMITS, TAPPING FEES, AND FAIR USER CHARGE SYSTEM OF BILLING FOR THE USE OF THE JOHNSON CITY TENNESSEE WATER SYSTEM.

WHEREAS, additional revenues were required to finance the planning, improvement, expansion and operation and debt service of the Johnson City water systems of the City of Johnson City, Tennessee; and

WHEREAS, the Board of Commissioners of the City of Johnson City, Tennessee pursuant to the public need thereof and in the public interest made provision for said additional revenues by adjusting water service rates in Ordinance No. 4662-18.

WHEREAS, a further adjustment of the rates now charged for water service is necessary to provide needed additional revenues for the operations, improvement and expansion of the system and payment on the obligations thereof.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF JOHNSON CITY AS FOLLOWS:

Section 1. That Ordinance 4662-18 entitled, “An Ordinance to Adopt a Code of Laws and Ordinances for the City of Johnson City, Tennessee, and to Repeal All Laws and Ordinances in Conflict Therewith,” and all ordinances supplementary thereto and amendatory thereof, be and the same is hereby amended and modified in the following particulars.

- (1) By changing and altering Section 18-421 of the Code of the City of Johnson City, Tennessee, so as to be and read as follows:

Section 18-421. Meter rates.

The monthly charges made by the water department of the city to consumers of water, supplied through a meter, shall be at the following rates to be in effect with all bill calculations beginning July 1 for FY 2025-2026 and July 1 for all subsequent fiscal years:

		<u>Inside City FY 2025-2026</u>	<u>Outside City FY 2025-2026</u>
	Base Charge Per Bill	\$5.95	\$10.54
Rate 1	0-20,000 gal	\$4.65/K gallons	\$8.22/K gallons
Rate 2	20,001-190,000 gal	\$3.72/K gallons	\$6.58/K gallons
Rate 3	190,001-490,000 gal	\$3.35/K gallons	\$5.92/K gallons
Rate 4	Over 490,000 gal	\$3.02/K gallons	\$5.34/K gallons
		<u>Inside City FY 2026-2027</u>	<u>Outside City FY 2026-2027</u>
	Base Charge Per Bill	\$6.30	\$11.02
Rate 1	0-20,000 gal	\$4.92/K gallons	\$8.59/K gallons
Rate 2	20,001-190,000 gal	\$3.94/K gallons	\$6.87/K gallons
Rate 3	190,001-490,000 gal	\$3.54/K gallons	\$6.18/K gallons
Rate 4	Over 490,000 gal	\$3.20/K gallons	\$5.58/K gallons
		<u>Inside City FY 2027-2028</u>	<u>Outside City FY 2027-2028</u>
	Base Charge Per Bill	\$6.67	\$11.55
Rate 1	0-20,000 gal	\$5.21/K gallons	\$9.00/K gallons
Rate 2	20,001-190,000 gal	\$4.17/K gallons	\$7.20/K gallons
Rate 3	190,001-490,000 gal	\$3.75/K gallons	\$6.48/K gallons

Rate 4	Over 490,000 gal	\$3.39/K gallons	\$5.85/K gallons
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		<u>Inside City FY 2028-2029</u>	<u>Outside City FY 2028-2029</u>
	Base Charge Per Bill	\$7.04	\$11.99
Rate 1	0-20,000 gal	\$5.50/K gallons	\$9.34/K gallons
Rate 2	20,001-190,000 gal	\$4.40/K gallons	\$7.47/K gallons
Rate 3	190,001-490,000 gal	\$3.96/K gallons	\$6.72/K gallons
Rate 4	Over 490,000 gal	\$3.58/K gallons	\$6.07/K gallons

(2) By changing and altering Section 18-423 of the Code of the City of Johnson City, Tennessee, so as to be and read as follows:

Section 18-423. Connection Fees and Services Charges

Connection fees and service charges for water connections inside and outside the city shall be as follows: and the water department shall make no water connections without having first collected the fees as fixed in this section, in cash. Said fees and/or charges shall take effect beginning October 1, 2025 for FY 2025-2026 and October 1, for all subsequent fiscal years:

(a) Fees for tapping (connection) and meter settings.

FY 2025-2026

Size	Item	Inside Corporate Limits	Outside Corporate Limits
5/8"	ND Meter	\$890.00	\$1,260.00
1"	ND Meter	\$1,070.00	\$1,520.00
1 1/2"	ND Meter	\$1,830.00	\$2,410.00
2"	ND Meter	\$2,010.00	\$2,690.00
2"	Compound Meter	\$2,940.00	\$4,130.00
3"	Compound Meter	\$4,430.00	\$6,300.00
4"	Compound Meter	\$6,000.00	\$8,550.00
6"	Compound Meter	\$9,820.00	\$13,720.00
1"	Metered Fire Service	\$1,160.00	\$1,650.00
2"	Metered Fire Service	\$2,240.00	\$3,020.00
4"	Fire Protectus Meter	\$7,550.00	\$10,550.00
6"	Fire Protectus Meter	\$12,010.00	\$16,790.00
8"	Fire Protectus Meter	\$16,540.00	\$23,120.00

FY 2026-2027

Size	Item	Inside Corporate Limits	Outside Corporate Limits
5/8"	ND Meter	\$1,030.00	\$1,270.00
1"	ND Meter	\$1,240.00	\$1,540.00
1 1/2"	ND Meter	\$2,480.00	\$2,860.00
2"	ND Meter	\$2,660.00	\$3,110.00
2"	Compound Meter	\$3,480.00	\$4,270.00
3"	Compound Meter	\$5,120.00	\$6,360.00
4"	Compound Meter	\$6,940.00	\$8,630.00
6"	Compound Meter	\$11,830.00	\$14,430.00
1"	Metered Fire Service	\$1,340.00	\$1,670.00
2"	Metered Fire Service	\$2,930.00	\$3,450.00
4"	Fire Protectus Meter	\$9,100.00	\$11,100.00
6"	Fire Protectus Meter	\$14,470.00	\$17,660.00
8"	Fire Protectus Meter	\$19,930.00	\$24,320.00

FY 2027-2028

Size	Item	Inside Corporate Limits	Outside Corporate Limits
5/8"	ND Meter	\$1,170.00	\$1,280.00
1"	ND Meter	\$1,410.00	\$1,560.00
1 1/2"	ND Meter	\$3,130.00	\$3,310.00
2"	ND Meter	\$3,310.00	\$3,530.00
2"	Compound Meter	\$4,020.00	\$4,410.00
3"	Compound Meter	\$5,810.00	\$6,420.00
4"	Compound Meter	\$7,880.00	\$8,710.00
6"	Compound Meter	\$13,840.00	\$15,140.00
1"	Metered Fire Service	\$1,520.00	\$1,690.00
2"	Metered Fire Service	\$3,620.00	\$3,880.00
4"	Fire Protectus Meter	\$10,650.00	\$11,650.00
6"	Fire Protectus Meter	\$16,930.00	\$18,530.00
8"	Fire Protectus Meter	\$23,320.00	\$25,520.00

FY 2028-2029

Size	Item	Inside Corporate Limits	Outside Corporate Limits
5/8"	ND Meter	\$1,460.00	\$1,460.00
1"	ND Meter	\$1,760.00	\$1,760.00
1 1/2"	ND Meter	\$4,230.00	\$4,230.00
2"	ND Meter	\$4,460.00	\$4,460.00
2"	Compound Meter	\$5,130.00	\$5,130.00
3"	Compound Meter	\$7,290.00	\$7,290.00
4"	Compound Meter	\$9,890.00	\$9,890.00
6"	Compound Meter	\$17,830.00	\$17,830.00
1"	Metered Fire Service	\$1,910.00	\$1,910.00
2"	Metered Fire Service	\$4,840.00	\$4,840.00
4"	Fire Protectus Meter	\$13,720.00	\$13,720.00
6"	Fire Protectus Meter	\$21,830.00	\$21,830.00
8"	Fire Protectus Meter	\$30,060.00	\$30,060.00

All connections larger than 8” to be figured at cost including labor, materials, and overhead.

The Water Department of the City reserves the right to change meter size based on consumption patterns without reimbursement of fees. Connection size requested is not directly related to meter size. Requested meter and connection size is subject to review and verification by the Water Department of the City. Incorrectly sized meter and connections may be refused at the discretion of the Water Department Director or designee.

(b) Temporary Meter Installations

All charges are annual fees per meter based on a calendar year.

FY 2025-2026, FY 2026-2027, FY 2027-2028, FY 2028-2029

Size	Item	Inside Corporate Limits	Outside Corporate Limits
5/8"	Temporary Meter Charge	\$260.00	\$260.00
3"	Temporary Meter Charge	\$560.00	\$560.00

(c) Private dedicated fire protection systems, (sprinkler and/or hydrants).

FY 2025-2026

Size	Item	Inside Corporate Limits	Outside Corporate Limits
3"	Metered Fire Line	\$3,190.00 No Monthly Fee	\$4,300.00 \$50.00/Month Fee
4"	Metered Fire Line	\$3,660.00 No Monthly Fee	\$4,930.00 \$50.00/Month Fee
6"	Metered Fire Line	\$4,390.00 No Monthly Fee	\$5,820.00 \$50.00/Month Fee
8"	Metered Fire Line	\$5,150.00 No Monthly Fee	\$6,810.00 \$60.00/Month Fee
10"	Metered Fire Line	Calculated at cost No Monthly Fee	Calculated at cost \$60.00/Month Fee
12"	Metered Fire Line	Calculated at cost No Monthly Fee	Calculated at cost \$200.00/Month Fee

FY 2026-2027

Size	Item	Inside Corporate Limits	Outside Corporate Limits
3"	Metered Fire Line	\$4,150.00 No Monthly Fee	\$4,880.00 \$50.00/Month Fee
4"	Metered Fire Line	\$4,770.00 No Monthly Fee	\$5,620.00 \$50.00/Month Fee
6"	Metered Fire Line	\$5,920.00 No Monthly Fee	\$6,880.00 \$50.00/Month Fee
8"	Metered Fire Line	\$6,970.00 No Monthly Fee	\$8,080.00 \$60.00/Month Fee
10"	Metered Fire Line	Calculated at cost No Monthly Fee	Calculated at cost \$60.00/Month Fee
12"	Metered Fire Line	Calculated at cost No Monthly Fee	Calculated at cost \$200.00/Month Fee

FY 2027-2028

Size	Item	Inside Corporate Limits	Outside Corporate Limits
3"	Metered Fire Line	\$5,110.00 No Monthly Fee	\$5,460.00 \$50.00/Month Fee
4"	Metered Fire Line	\$5,880.00	\$6,310.00

		No Monthly Fee	\$50.00/Month Fee
6"	Metered Fire Line	\$7,450.00	\$7,940.00
		No Monthly Fee	\$50.00/Month Fee
8"	Metered Fire Line	\$8,790.00	\$9,350.00
		No Monthly Fee	\$60.00/Month Fee
10"	Metered Fire Line	Calculated at cost	Calculated at cost
		No Monthly Fee	\$60.00/Month Fee
12"	Metered Fire Line	Calculated at cost	Calculated at cost
		No Monthly Fee	\$200.00/Month Fee

FY 2028-2029

Size	Item	Inside Corporate Limits	Outside Corporate Limits
3"	Metered Fire Line	\$6,810.00	\$6,810.00
		No Monthly Fee	\$50.00/Month Fee
4"	Metered Fire Line	\$7,880.00	\$7,880.00
		No Monthly Fee	\$50.00/Month Fee
6"	Metered Fire Line	\$10,120.00	\$10,120.00
		No Monthly Fee	\$50.00/Month Fee
8"	Metered Fire Line	\$11,950.00	\$11,950.00
		No Monthly Fee	\$60.00/Month Fee
10"	Metered Fire Line	Calculated at cost	Calculated at cost
		No Monthly Fee	\$60.00/Month Fee
12"	Metered Fire Line	Calculated at cost	Calculated at cost
		No Monthly Fee	\$200.00/Month Fee

(d) Service Charges

A service charge of \$50.00 will be made for each water tap; connection of new service (\$12.50 for automatic landlord turn-on agreement or \$75.00 for same day service); transfer of service; account name change; reconnection of service following non-payment of bill to include returned checks; and meter checks (no charge for first two during last twelve (12) months). A service charge of \$25.00 will be added to an account turned over to a collection agency. A \$100.00 service fee will be charged for tampering with water meters, locks, or attempting illegal hook-ups. A service charge of \$25.00 will apply to all returned payments.

(e) Discontinuance of Service Upon Failure to Pay Bills, Etc.

Payments of such bills as presented under Section 18-421 and 18-423 shall be enforced by discontinuing either the water service, the sewer service, or both except to the extent that the city cannot do so without impairment of the contract rights vested in the holders of the outstanding bonds payable from the revenues of the water and sewer systems of the city.

(f) Public fire hydrant within public right-of-way or easement.

FY 2025-2026

Item	Inside Corporate Limits	Outside Corporate Limits
Fire Hydrant	\$3,580.00	\$4,630.00

FY 2026-2027

Item	Inside Corporate Limits	Outside Corporate Limits
Fire Hydrant	\$5,060.00	\$5,760.00

FY 2027-2028

Item	Inside Corporate Limits	Outside Corporate Limits
Fire Hydrant	\$6,540.00	\$6,890.00

FY 2028-2029

Item	Inside Corporate Limits	Outside Corporate Limits
Fire Hydrant	\$9,000.00	\$9,000.00

Section 2. BE IT FURTHER ORDAINED, that all ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. BE IT FURTHER ORDAINED, that this ordinance shall go into operation and take effect from and after its passage on third and final reading, the public welfare requiring it.

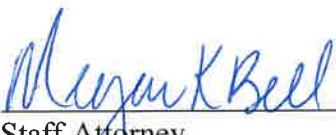
PASSED ON FIRST READING April 17, 2025
PASSED ON SECOND READING May 1, 2025
PASSED ON THIRD READING May 15, 2025

APPROVED AND SIGNED IN OPEN MEETING

MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

Staff Attorney

AN ORDINANCE TO AMEND ORDINANCE NO. 4663-18 ENTITLED, "AN ORDINANCE PROVIDING FOR PERMITS, TAPPING FEES AND A FAIR USER CHARGE SYSTEM OF BILLING FOR USE OF THE JOHNSON CITY, TENNESSEE BRUSH CREEK, KNOB CREEK AND REGIONAL WASTEWATER SYSTEMS; AND ALL ORDINANCES SUPPLEMENTARY THERETO AND AMENDATORY THEREOF, BY REPEALING ORDINANCE 4663-18 AND ENACTING THE FOLLOWING PROVISIONS IN LIEU AND INSTEAD THEREOF

WHEREAS, revenues are required to finance the operation, maintenance, administration and debt service costs of the Brush Creek, Knob Creek & Regional Wastewater Collection and Treatment System of the City of Johnson City, Tennessee; and

WHEREAS, the Board of Commissioners of the City of Johnson City, Tennessee pursuant to the public need thereof and in the public interest are charged with the responsibility of setting sewer service rates such that said wastewater system can, on its own merit, meet its financial obligations; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF JOHNSON CITY AS FOLLOWS:

SECTION 18-201: OPERATING AGENCY

That the operating body for the Brush Creek, Knob Creek and Regional Wastewater System shall be the Water/Sewer Department of the City of Johnson City.

SECTION 18-202: OPERATING AUTHORITY

The Water/Sewer Department of Johnson City shall have charge of the management, operation and maintenance of all aspects of the Brush Creek, Knob Creek & Regional Wastewater Systems and all wastewater properties, including all future improvements and extensions and including all real and personal property of every nature comprising part of or used or useful in connection with such system and including all appurtenances, contracts, leases, franchises, and other intangibles.

SECTION 18-203: COSTS OF OPERATING AND MAINTENANCE

All costs of operation, maintenance, administration and debt services shall be paid from the revenues to be derived from such system.

SECTION 18-204: CONNECTION WITH SEWER REQUIRED

Each owner, tenant or occupant of any lot or parcel of land within the Brush Creek, Knob Creek & Regional Wastewater Systems, which lot or parcel abuts upon a street or other public way containing a sanitary sewer or is within two hundred feet of a sanitary sewer, and upon which lot or parcel a building is situated for residential, commercial or industrial use, is hereby required to connect such building with such sanitary sewer and to cease to use any other means for the disposal of sewage waste or polluting matter, and all cesspools, pits and privies on such property shall be a nuisance and shall be abated. Failure to comply with this section shall subject such owner, tenant or occupant to a fine of not exceeding fifty dollars (\$50.00) for each 30-day period from written notice of the availability of such sewer service said owner, tenant or occupant, given by certified mail by the chief department head of the operating authority. In addition, the City may use any method allowed by law to enforce this section up to and including the discontinuation of water service for failure to connect to the sanitary sewer.

SECTION 18-205: TAPPING FEES

Each person desiring to tap or connect with the Brush Creek, Knob Creek & Regional Wastewater System of the city, shall first obtain a permit therefore from the city and pay in cash to the city a tap or connection fee as hereinafter provided for each tap or connection prior to the time of the issuance of the permit in accordance with the schedule which follows, FY 2025-2026 effective October 1, 2025 and October 1, for all subsequent fiscal years:

FY 2025-2026 Connection Fees

	<u>Inside Corporate Limits</u>	<u>Outside Corporate Limits</u>
(a) Single Family Residence	\$1,940.00	\$3,100.00
(b) Non-residential (10,000 square feet or less)	\$1,940.00	\$3,100.00
(c) Car Wash	\$2,410.00	\$3,580.00
(d) Multi-Unit Complexes: Apartments, Townhomes, Condominiums, Duplexes, Mobile Home Parks, RV Parks	\$1,940 For the first unit, \$1,130 for the next (50) units plus \$690 for each additional unit	\$3,100 For the first unit, \$1,800 for the next (50) units plus \$1,100 for each additional unit
(e) Non-residential (over 10,000 Square feet of floor space)	\$1,940 For the first 10,000 Sq Ft of floor space, Plus \$1,130 for each additional 10,000 Sq Ft of floor space	\$3,100 For the first 10,000 Sq Ft of floor space, Plus \$1,800 for each additional 10,000 Sq Ft of floor space
(f) Motels, Hotels, Hospitals, Nursing Homes, Dormitories, Assisted Living Facilities	\$1,940 For the first unit/room, \$690 for each additional unit/room	\$3,100 For the first unit/room, \$1,100 for each additional unit/room
(g) Additional residence on same tract of land & sharing common public sewer connection	\$1,940.00	\$3,100.00
(h) Single family residences within subdivision wherein public sewer infrastructure was installed by developer in accordance with WS Design Standards (approved subdivision)	\$1,310.00	\$2,100.00
(i) On-site residential pump		
(1) Standard Capacity	\$4,380.00	\$7,000.00
(2) Extra Capacity	\$6,130.00	\$9,800.00
(3) Duplex (Evaluation, written approval, & notarized agreement required.)	*calculated at cost	*calculated at cost

FY 2026-2027 Connection Fees

	<u>Inside Corporate Limits</u>	<u>Outside Corporate Limits</u>
(a) Single Family Residence	\$2,330.00	\$3,100.00
(b) Non-residential (10,000 square feet or less)	\$2,330.00	\$3,100.00
(c) Car Wash	\$3,270.00	\$4,060.00
(d) Multi-Unit Complexes: Apartments, Townhomes, Condominiums, Duplexes, Mobile Home Parks, RV Parks	\$2,330 For the first unit, \$1,360 for the next (50) units plus \$830 for each additional unit	\$3,100 For the first unit, \$1,800 for the next (50) units plus \$1,100 for each additional unit
(e) Non-residential (over 10,000 Square feet of floor space)	\$2,330 For the first 10,000 Sq Ft of floor space, Plus \$1,360 for each additional 10,000 Sq Ft of floor space	\$3,100 For the first 10,000 Sq Ft of floor space, Plus \$1,800 for each additional 10,000 Sq Ft of floor space
(f) Motels, Hotels, Hospitals, Nursing Homes, Dormitories, Assisted Living Facilities	\$2,330 For the first unit/room, \$830 for each additional unit/room	\$3,100 For the first unit/room, \$1,100 for each additional unit/room
(g) Additional residence on same tract of land & sharing common public sewer connection	\$2,330.00	\$3,100.00
(h) Single family residences within subdivision wherein public sewer infrastructure was installed by developer in accordance with WS Design Standards (approved subdivision)	\$1,570.00	\$2,100.00
(i) On-site residential pump		
(1) Standard Capacity	\$5,260.00	\$7,000.00
(2) Extra Capacity	\$7,360.00	\$9,800.00
(3) Duplex	*calculated at cost	*calculated at cost
(Evaluation, written approval, & notarized agreement required.)		

FY 2027-2028 Connection Fees

	<u>Inside Corporate Limits</u>	<u>Outside Corporate Limits</u>
(a) Single Family Residence	\$2,720.00	\$3,100.00
(b) Non-residential (10,000 square feet or less)	\$2,720.00	\$3,100.00

(c) Car Wash	\$4,130.00	\$4,540.00
(d) Multi-Unit Complexes: Apartments, Townhomes, Condominiums, Duplexes, Mobile Home Parks, RV Parks	\$2,720 For the first unit, \$1,590 for the next (50) units plus \$970 for each additional unit	\$3,100 For the first unit, \$1,800 for the next (50) units plus \$1,100 for each additional unit
(e) Non-residential (over 10,000 Square feet of floor space)	\$2,720 For the first 10,000 Sq Ft of floor space, Plus \$1,590 for each additional 10,000 Sq Ft of floor space	\$3,100 For the first 10,000 Sq Ft of floor space, Plus \$1,800 for each additional 10,000 Sq Ft of floor space
(f) Motels, Hotels, Hospitals, Nursing Homes, Dormitories, Assisted Living Facilities	\$2,720 For the first unit/room, \$970 for each additional unit/room	\$3,100 For the first unit/room, \$1,100 for each additional unit/room
(g) Additional residence on same tract of land & sharing common public sewer connection	\$2,720.00	\$3,100.00
(h) Single family residences within subdivision wherein public sewer infrastructure was installed by developer in accordance with WS Design Standards (approved subdivision)	\$1,830.00	\$2,100.00
(i) On-site residential pump		
(1) Standard Capacity	\$6,140.00	\$7,000.00
(2) Extra Capacity	\$8,590.00	\$9,800.00
(3) Duplex	*calculated at cost	*calculated at cost
(Evaluation, written approval, & notarized agreement required.)		

FY 2028-2029 Connection Fees

	Inside Corporate Limits	Outside Corporate Limits
(a) Single Family Residence	\$3,490.00	\$3,490.00
(b) Non-residential (10,000 square feet or less)	\$3,490.00	\$3,490.00
(c) Car Wash	\$5,630.00	\$5,630.00
(d) Multi-Unit Complexes: Apartments, Townhomes, Condominiums, Duplexes, Mobile Home Parks, RV Parks	\$3,490 For the first unit, \$2,030 for the next (50) units plus \$1,240 for each	\$3,490 For the first unit, \$2,030 for the next (50) units plus \$1,240 for each

	additional unit	additional unit
(e) Non-residential (over 10,000 Square feet of floor space)	\$3,490 For the first 10,000 Sq Ft of floor space, Plus \$2,030 for each additional 10,000 Sq Ft of floor space	\$3,490 For the first 10,000 Sq Ft of floor space, Plus \$2,030 for each additional 10,000 Sq Ft of floor space
(f) Motels, Hotels, Hospitals, Nursing Homes, Dormitories, Assisted Living Facilities	\$3,490 For the first unit/room, \$1,240 for each additional unit/room	\$3,490 For the first unit/room, \$1,240 for each additional unit/room
(g) Additional residence on same tract of land & sharing common public sewer connection	\$3,490.00	\$3,490.00
(h) Single family residences within subdivision wherein public sewer infrastructure was installed by developer in accordance with WS Design Standards (approved subdivision)	\$2,360.00	\$2,360.00
(i) On-site residential pump		
(1) Standard Capacity	\$7,880.00	\$7,880.00
(2) Extra Capacity	\$11,030.00	\$11,030.00
(3) Duplex	*calculated at cost	*calculated at cost
(Evaluation, written approval, & notarized agreement required.)		

Where multiple categories apply, the Water/Sewer Department Director or designee shall calculate the appropriate tap fee and provide the calculation in writing.

SECTION 18-206: PERMITS AND INSPECTION FEES

Any facility requiring sewer service outside the corporate limits of the City of Johnson City shall obtain a permit issued by the City and shall also have an inspection conducted by the City. The permit and inspection fee shall be fifty dollars (\$50.00) for all sewer connections categorized under Section 18-205 of this ordinance. The permit and inspection fee shall be paid to the City at the time the application for service is filed. Permit fees shall cover the costs of inspecting new and/or existing plumbing within subject building establishments as well as inspection of building sewers, property sewers, and sewer service lines and connections to public sewers.

SECTION 18-207: USE OF EXISTING SYSTEMS

All cesspools, privies, privy vaults and septic tank systems currently in use in the Brush Creek, Knob Creek and Regional Wastewater Systems for a building subject to Section 18-204 may continue to be used, and such building is not required to be connected to the sewer system (i) if the cesspool, privy, privy vault and septic tank system (as applicable) is kept in a proper and sanitary condition, (ii) if the owner, tenant or occupant (as applicable) of the building using such systems pays the monthly rate in Section 18-213 that would otherwise be applicable if such building were connected to the sewer system, and (iii) until such time as the City requires such building to be connected to a sewer constructed in a street or alley abutting or adjacent to or

within two hundred feet of the property on which the same may be located, as provided in Section 18-204. The City may use any method allowed by law to enforce this section up to and including the discontinuation of water service.

SECTION 18-208: DETERMINATION OF COSTS

There shall be and there are hereby established monthly rates and charges for the use of the Brush Creek, Knob Creek & Regional Wastewater Systems and for the services supplied by the wastewater system. Said charges shall be based upon the costs categories of: 1) Administration Costs including billing and accounting costs, 2) Operation and Maintenance Costs of the Wastewater Treatment System.

The distribution of the total yearly costs of the operation and maintenance costs of the wastewater system shall result in payment in proportion to each user's contribution to the total wastewater loading of the system. As a minimum the total wastewater loading per customer (user) shall be determined by three (3) factors as follows:

- (a) Wastewater flow in gallons per day or other appropriate unit rate of flow,
- (b) Biochemical Oxygen Demand (BOD) expressed in pounds per day or other appropriate weight per unit for time units, and
- (c) Suspended Solids (SS) expressed in pounds per day or other appropriate weight per unit of time units.

If it is determined by the City that the discharge of other loading parameters or wastewater substances are creating excessive operation and maintenance costs within the wastewater system, whether collection or treatment, then the monetary effect of such a parameter or parameters shall be borne by the dischargers of such parameters in proportion to the amount of discharge.

SECTION 18-209: CLASSIFICATION OF USERS

Users of the wastewater system shall be classified into two (2) general classes or categories depending upon the users' contribution of wastewater loads; each class being identified as follows:

Class I: Those users whose biochemical oxygen demand is two hundred milligrams per liter (200 mg/l) by weight, and whose suspended solids discharge is two hundred milligrams per liter (200 mg/l) by weight or less.

Class II: Those users whose biochemical oxygen demand exceeds two hundred milligrams per liter concentration (200 mg/l) by weight and/or whose suspended solids exceeds two hundred milligrams per liter concentration (200 mg/l).

SECTION 18-210: COMPUTATION OF COSTS

A. Operation and Maintenance Costs Recovery

- (1) All users who fall under Class I shall pay a single unit charge expressed as dollars per 1,000 gallons of water purchased (\$/1,000 gallons) with the unit charge being determined in accordance with the following formula:

$$C_i = \frac{T.S.C.}{V_t}$$

Where;

C_i = The Class I total unit cost in \$/1,000 gallons.

T.S.C. = The total system yearly operation and maintenance costs as determined by yearly budget projections.

V_t = The total volume of wastewater contribution from all users per year as determined from projections from one city fiscal year to the next.

- (2) All users who fall within the Class II classification shall pay the same base unit charge per 1,000 gallons of water purchased as for the Class I users and in addition shall pay a surcharge rate on the excessive amounts of biochemical oxygen demand and suspended solids in direct proportion to the actual discharge quantities.
- (3) When either or both the total suspended solids or biochemical oxygen demand quantities discharged into the Brush Creek, Knob Creek or Regional Wastewater Systems is in excess of those described in Section 18-208 - Class I users, thus being classified as Class II users, the following formula shall be used to compute the appropriate user charge if deemed necessary by the Director of the Department of Water and Sewer Services:

$$C_u = V_c V_u + B_c B_u + S_c S_u$$

Where;

C_u = Total user charge per unit of time.

V_c = Total cost for transportation and treatment of a unit of wastewater volume.

V_u = Volume contribution per unit of time.

B_c = Total cost for treatment of a unit of biochemical oxygen demand (BOD).

B_u = Total BOD contribution from a user per unit of time.

S_c = Total cost of treatment of a unit of suspended solids.

S_u = Total suspended solids contribution from a user per unit of time.

B. Administrative and Debt Service Costs Recovery

All users, whether Class I or Class II shall pay an additional charge which shall be based on all costs necessary to bill, collect, and administer the wastewater program and that revenue necessary to repay all debts acquired by the City in order to design and construct said Brush Creek, Knob Creek and Regional Wastewater systems.

SECTION 18-211: FREQUENCY OF ANALYSIS

- (a) The waste discharges of each Class II user discharging same into the city sanitary sewers shall be subject to periodic inspection and a determination of character and concentration of said wastes shall be made semi-annually, or more often as may be deemed necessary, by the Director of the Department of Water and Sewer Services, or his authorized assistants.
- (b) Samples shall be collected in such a manner as to be representative of the actual quality of the wastes. The laboratory methods used in the examination of said wastes shall be those set forth in the latest edition of "Standard Methods" for the Examination of Water and Wastewater published by the American Public Health Association.

SECTION 18-212: DISPUTED ANALYSIS: REGAUGING AND SAMPLING OF WASTES

In the event that an analysis of wastes, determined by the samplings and gauging of wastes from a person or industry by the City is disputed; a program of resampling and gauging, with subsequent chemical determination may be instituted as follows:

- (1) The person or industrial user interested must submit a request for resampling and gauging of their wastes to the Director by letter and bind

themselves to bear the expenses incurred by the city in resampling and gauging and subsequent determination of the wastes.

- (2) The chemist or engineer employed by the company responsible for the request submitted to the city must confer with the city's person in charge of gauging and sampling. They will establish the length of the re-run and the methods to be employed to determine the flow and to sample the flow.
- (3) The chemist or engineer engaged by the person or industry may be present during the gauging and sampling operation and also in the City's laboratory during the chemical analysis.
- (4) The results of the analysis, determined from the quantity and quality of the flow shall be considered the analysis of record and shall be used to establish current billing procedures.

SECTION 18-213: MONTHLY RATES

A. Recovery of All Costs

There shall be and hereby are established monthly rates and charges necessary to recover the costs associated with the administrative, debt service, and operation and maintenance of the Johnson City Brush Creek, Knob Creek & Regional Wastewater Systems based on the 100% metered quantities of water purchased and in accordance with the following rate schedule. To be in effect with all bill calculations beginning July 1 for FY 2025-2026 and July 1 for all subsequent fiscal years.

	<u>Inside City FY 2025-2026</u>	<u>Outside City FY 2025-2026</u>
Base Charge Per Bill	\$7.39	\$13.09
Rate per 1000 gallons	\$7.42	\$13.12

	<u>Inside City FY 2026-2027</u>	<u>Outside City FY 2026-2027</u>
Base Charge Per Bill	\$7.82	\$13.68
Rate per 1000 gallons	\$7.85	\$13.72

	<u>Inside City FY 2027-2028</u>	<u>Outside City FY 2027-2028</u>
Base Charge Per Bill	\$8.27	\$14.33
Rate per 1000 gallons	\$8.31	\$14.38

	<u>Inside City FY 2028-2029</u>	<u>Outside City FY 2028-2029</u>
Base Charge Per Bill	\$8.73	\$14.87
Rate per 1000 gallons	\$8.77	\$14.92

For Class II Users an additional charge for strength of waste is as follows:

	<u>Inside City</u>	<u>Outside City</u>
(a) BOD (based on the wastewater flow and discharge of concentration of BOD)	\$0.43/lb.	\$0.86/lb.
(b) SS (suspended solids based on the wastewater flow and the discharge concentration suspended solids)	\$0.44/lb.	\$0.88/lb.

SECTION 18-214: MONTHLY BILLS

Each water meter shall be read periodically and sewer bills rendered as promptly as may be possible following respective readings. Residential customers who seasonally use water for irrigation are allowed to purchase an irrigation meter for water use not returned to the wastewater systems. Commercial, institutional, governmental, and industrial customers with ongoing large processes may apply for a deduct water meter approval to measure only those segregated volumes not discharged to the wastewater systems. A system of billing shall be established by the finance department commonly known as "cycle billing." A penalty of ten percent of the sewer charge shall be added after billing due date if the bill has not been paid.

If the bill is not promptly paid two days after the billing due date, then the same shall become delinquent and service shall be discontinued as provided in Section 16. Such service shall not be continued again until all delinquent charges and all penalties shall have been paid. An additional charge of twenty-five dollars (\$25) shall be made for reinstating service when such delinquent bill or bills are paid.

SECTION 18-215: WATER AND SEWER BILLS TO BE COMBINED

Water bills and sewer bills may be combined in one statement in such manner as to require the payment of both water charges and sewer charges as a unit.

SECTION 18-216: DISCONTINUANCE OF SERVICE UPON FAILURE TO PAY BILLS, ETC.

Payments of such bills as presented under Section 18-206 and 18-213 shall be enforced by discontinuing either the water service, the sewer service, or both except to the extent that the city cannot do so without impairment of the contract rights vested in the holders of the outstanding bonds payable from the revenues of the water and sewer systems of the city.

SECTION 18-217: SERVICE CHARGES

A service charge of \$50.00 will be made for each water tap; connection of new service (\$12.50 for automatic landlord turn-on agreement or \$75.00 for same day service); transfer of service; account name change; reconnection of service following non-payment of bill to include returned checks; and meter checks (no charge for first two during last twelve (12) months). A service charge of \$25.00 will be added to an account turned over to a collection agency. A \$100.00 service fee will be charged for tampering with water meters, locks, or attempting illegal hook-ups. Tapping fees are presented under Section 18-205 not paid within 10 days of issuance of a building permit will be subject to a service fee of an additional ten (10) percent of the tapping fee. A service charge of \$25.00 will apply to all returned payments.

SECTION 18-218: OTHER CHARGES

For approved septage haulers a biannual permit is required. The permit fee is two hundred dollars (\$200.00) to be paid prior to the acceptance of septage by City. A fee of fifty

dollars (\$50.00) per 1000 gallons of septage received is required at the time of discharge. The fee for each 1000 gallons of septage will not be prorated for partial loads.

NOW THEREFORE BE IT FURTHER ORDAINED, that all ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

BE IT FURTHER ORDAINED, that the invalidity of any section, clause, sentence, or provisions of this ordinance shall not affect the validity of any other part of this ordinance, which can be given effect without such invalid part or parts.

BE IT FURTHER ORDAINED, that this ordinance shall go in operation and take effect from and after its passage on third and final reading, the public welfare requiring it.

PASSED ON FIRST READING April 17, 2025
PASSED ON SECOND READING 4 May 1, 2025
PASSED ON THIRD READING 4 May 15, 2025

APPROVED AND SIGNED IN OPEN MEETING


Mayor

ATTEST:


City Recorder


Staff Attorney

Frequently Asked Questions

✓ Who Sets My Utility Rates?

Under TCA §§ 7-82-403 & 7-35-414, Local Government Utilities have the power and duty to establish and maintain rates and charges sufficient to pay all reasonable operating expenses. Rate and fee changes are generally passed by ordinance or resolution at a regularly scheduled board meeting.

✓ Can I be charged for a water leak?

While Tennessee Law does grant utilities the ability to provide leak assistance in accordance with their policy, there is nothing that requires a utility to provide this service. The lines between a customer's house and their meter are still in the customer's possession; therefore, all water or gas leaks that occur after the meter are the responsibility of the consumer. If a utility chooses not to provide leak protection, all usage will be billed at the standard rate.

✓ Can I be charged a minimum bill for a service not used?

According to an opinion provided by the Office of the Attorney General (OAG), "state law would generally authorize the city's charging the resident a "ready to serve charge" of some minimum amount bearing a relationship to the actual cost of the water department's standing ready to serve that resident... however, charging that resident the average monthly water service...may not be permitted as a "reasonable" or "just and equitable" ready to serve charge." OAG 98-0152.

✓ Can I be required to connect to a sewer system?

Utility systems within the State of Tennessee that have issued bonds payable for sewer services are granted authority in TCA § 7-35-201 (1) to "require the owner tenant or occupant of each lot or parcel of land that abuts upon a street or other public way containing a sanitary sewer and upon which lot or parcel a building exists for residential, commercial or industrial use, to connect the building with the sanitary sewer and to cease to use any other means for the disposal of sewage, sewage waste or other polluting matter."

✓ What if I am dissatisfied with my water quality?

The Tennessee Board of Utility Regulation does not have statutory oversight over water quality complaints. If you are having issues with the quality of your water or believe that your utility is not maintaining adequate standards, please contact the Tennessee Department of Environment and Conservation here: [TDEC Water Resources](#).

✓ Where do I request records for my local utility?

The Comptroller's Office does **not** retain records for local utility systems. If you are seeking specific information regarding any aspect of your local utility, you must submit a public records request to the utility's governing body. If the utility system does not have a records request procedure or refuses to comply with your request, please email our Open Records Counsel at open.records@cot.tn.gov or call 615.401.7891. You may also submit an inquiry regarding open meetings or records using our online system, which is linked below.

✓ Can a utility retroactively bill me for prior periods of inaccurate billing?

Utilities within the State of Tennessee that operate gas, water, or sewer systems are authorized by T.C.A. § 28-3-302 & 303 to assess and collect a charge for unpaid usage up to 36 months before the error is discovered. If the utility is able to establish a date for which the error began, which is less than 36 months before the error is discovered, the utility may only issue retroactive charges for that period of time.

✓ I just moved, which local government provides my utility services?

Our office does not maintain records for the individual utility services available at specific addresses. Our office recommends contacting the realtors who facilitated the purchase of your residency. If you are renting, please reach out to your rental agency. If you cannot obtain service information from the parties mentioned above, your County Mayor's office may be able to provide the names of the utility services or potential utility services available at your address. If your residency is not currently connected to any utility infrastructure, you will need to contact nearby utilities and request the installation of services from the utility.

✓ What if I can't afford to pay my utilities?

Pursuant to TCA § 7-35-201, Utility Systems are granted the authority to discontinue services due to nonpayment. Utilities do not have to reestablish service until all past-due service charges owed by the customer have been paid.

Utility Bill Assistance Programs:

Various programs in Tennessee provide monetary assistance. Please follow the links below to see what options are available in your area and if you qualify. Your local utility may also provide some form of assistance; please check with your provider to see what options are available.

- [LIHEAP](#)
- [211](#)

✓ Where can I find my utility's financial reports?

The Tennessee Comptroller of the Treasury's Division of Local Government Audit keeps the annual financial reports of local governments available for public viewing at any time. You may access your utility's published annual audit here: [Financial Reports](#).

✓ How much water can I lose during a water leak?

The amount of gallons that can flow through a hole in a pipe will largely depend upon the size of the hole and the pressure in the pipe. State Law requires that a minimum of 20 psi of pressure be supplied within the lines at all times for health and safety purposes; however, many utilities in the State of Tennessee provide water at a higher pressure.

For example, a water line with a roughly 0.1" diameter hole and a pressure of 60 psi can leak over 100 gallons per hour, whereas a line with the same size hole but a pressure of 20 psi may only leak 30-50 gallons per hour.

✓ Why was there no water visible on the ground during a large leak?

Often, there will not be any visible water or soil saturation near leaks that occur between the meter and your house; this can even be the case in situations involving large volumes of water. This is often due to the rate of the leak, as well as the soil's texture, structure, and moisture content. Undetectable structures underneath the ground (i.e., caves, reservoirs, wells) can also affect the rate at which water is absorbed into the ground over a prolonged period.



Tenn. Code Ann. § 7-82-403

Copy Citation

Current through the 2025 Regular Session.

**Tennessee Code Table of Contents PAW- ET TABLE OF CONTENTS Title 7 Consolidated
Governments and Local Governmental Functions and Entities Special Districts Chapter
82 Utility District Law of 1937 Part 4 Audit and Rates**

7-82-403. Rates sufficient to pay costs and retire bonds.

The board of commissioners of any district shall prescribe and collect reasonable rates, fees, tolls, or charges for the services, facilities and commodities of its system or systems, shall prescribe penalties for the nonpayment of the rates, fees, tolls, or charges, and shall revise such rates, fees, tolls or charges from time to time whenever necessary to ensure that such system or systems shall be and always remain self-supporting. The rates, fees, tolls or charges prescribed shall be such as will always produce revenue at least sufficient to:

- (1) Provide for all expenses of operation and maintenance of the system or systems, including reserves for the expenses; and
- (2) Pay when due all bonds and interest on the bonds, for the payment of which such revenues are or shall have been pledged, charged or otherwise encumbered, including reserves for the bonds and interest.

History

Acts 1937, ch. 248, § 14; C. Supp. 1950, § 3695.40 (Williams, § 3695.39); T.C.A. (orig. ed.), § 6-2625; Acts 1987, ch. 422, § 8; 1989, ch. 139, § 6; 1989, ch. 221, § 8; 2011, ch. 392, § 13; 2012, ch. 674, § 1.

TENNESSEE CODE ANNOTATED

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Tenn. Code Ann. § 7-35-414

Copy Citation

Current through the 2025 Regular Session.

**Tennessee Code Table of Contents PAW- ET TABLE OF CONTENTS Title 7 Consolidated
Governments and Local Governmental Functions and Entities Municipal Functions
Chapter 35 Sewers and Waterworks Part 4 Authority to Own and Operate System**

7-35-414. Rates and charges — Minimum base rate charge considered a local tax.

(a) The governing body of any city or town acquiring and operating a waterworks or sewerage system under this part has the power, and it is the governing body's duty, by ordinance, to establish and maintain just and equitable rates and charges for the use of and the service rendered by the waterworks or sewerage system, to be paid by the beneficiary of the service. The rates and charges shall be adjusted so as to provide funds sufficient to pay all reasonable expenses of operation, repair, and maintenance, provide for a sinking fund for payment of principal and interest of bonds when due, and maintain an adequate depreciation account, and the rates and charges may be readjusted as necessary from time to time by amendment to the ordinance establishing the rates then in force. Any upward adjustment of rates and charges for sewage services shall not be granted solely on the basis of increases of rates and charges for water services, but shall be made only after a finding by the governing body that such an adjustment is reasonable and justified; provided, that this restriction on any upward adjustment of rates and charges for water services shall not apply to counties with a metropolitan form of government. A copy of the schedule of the rates and charges so established shall be kept on file in the office of the board having charge of the operation of such works, and also in the office of the city or town clerk, and shall be open to inspection by all interested parties.

(b) If any municipality in Tennessee adopts a sewer fee ordinance which includes a minimum base rate charge payable by all sewer users, it is declared the public policy of the state that such minimum base rate charge shall be considered to be a local tax upon sewer users in the same manner that local property taxes are so considered. However, user fees paid in excess of the minimum base rate charge

that are related to the volume or strength of sewage discharged shall be considered as user fees in the same manner in which electrical, gas, or water consumption is related to actual use.

History

Acts 1933, ch. 68, § 11; C. Supp. 1950, § 3695.11; Acts 1977, ch. 63, § 1; 1979, ch. 245, §§ 1, 3; T.C.A. (orig. ed.), § 6-1421.

TENNESSEE CODE ANNOTATED

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Tenn. Code Ann. § 7-35-201

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Current through the 2025 Regular Session.

**Tennessee Code Table of Contents PAW- ET TABLE OF CONTENTS Title 7 Consolidated
Governments and Local Governmental Functions and Entities Municipal Functions
Chapter 35 Sewers and Waterworks Part 2 Requirement of Sewer Connection**

7-35-201. Owners required to connect to municipal sewer — Maintenance of sewer connections — Combined water and sewer charges — Security deposit — Delinquencies.

In order to protect the public health of persons residing within congested areas, and in order to assure the payment of bonds issued for sewer purposes, the governing body of every city, town and utility district that has issued or, subsequent to March 10, 1955, issues bonds payable in whole or in part from revenues from sewer services provided within or without its borders is authorized by appropriate resolution:

(1) To require the owner, tenant or occupant of each lot or parcel of land that abuts upon a street or other public way containing a sanitary sewer and upon which lot or parcel a building exists for residential, commercial or industrial use, to connect the building with the sanitary sewer and to cease to use any other means for the disposal of sewage, sewage waste or other polluting matter; in addition to any other method of enforcing such requirement, a city, town or utility district also providing water services to such property may, within or without its borders, refuse water service to such owner, tenant or occupant until there has been compliance and may discontinue water service to an owner, tenant or occupant failing to comply within thirty (30) days after notice to comply;

(2) To require the owner, tenant or occupant of each lot or parcel of land who is responsible for any connection to the sanitary sewer required under this section to properly maintain that portion of the connection that is located on the property of the owner, tenant or occupant; and in addition to any other method of enforcing such requirement, a city, town or utility district also providing water service to such property may, within or without its border, refuse water service to such owner, tenant or occupant until

there has been compliance and may discontinue water service to an owner, tenant or occupant failing to comply within thirty (30) days after notice to comply;

(3) If any city, town or utility district also operates a water system, and can do so without the impairment of contract rights vested in the holders of any bonds payable from the revenues of such water system, to combine charges for sewer and water services in one (1) statement and to bill the beneficiary of such services for sewer and water services in such manner as to require the payment of both charges as a unit, and to enforce the payment of such charges by discontinuing either the water service or the sewer service, or both;

(4) To require the owner, tenant or occupant of each lot or parcel of land who is obligated to pay the charges made for the services furnished by any sewer system or sewage disposal system, to make a reasonable deposit in advance to ensure the payment of such charges;

(5) To proceed to recover the amount of any delinquent charges owed by any such owner, tenant or occupant, with interest on the delinquent charges at the maximum legal rate, in an action ex contractu; and

(6)

(A) To enter into contracts for the collection of such sewer charges with any public or private corporation or municipal utilities board or commission operating a water system, and any public corporation or municipal utilities board or commission is authorized and empowered to make contracts with any other city, town or utility district:

(i) To meter, bill and collect sewer service charges as an added designated item on its water service bills, or otherwise;

(ii) To discontinue water service to sewer users who fail or refuse to pay sewer service charges;

(iii) Not to accept payment of water service charges from any customer without receiving at the same time payment of any sewer service charges owed by such customer; and

(iv) Not to reestablish water service for any customer until such time as all past due sewer service charges owed by such customer have been paid.

(B) Such public corporation or municipal utilities board or commission is hereby authorized to perform all acts and discharge all obligations required by any such contract or contracts.

History

Acts 1947, ch. 222, § 1; C. Supp. 1950, § 3695.25 (Williams, § 3340.1); Acts 1955, ch. 144, § 2; 1968, ch. 524, §§ 1, 2; T.C.A. (orig. ed.), § 6-1403; Acts 1991, ch. 252, § 2.

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Tenn. Code Ann. § 28-3-302

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Current through the 2025 Regular Session.

[Tennessee Code Table of Contents](#) [PAW- ET TABLE OF CONTENTS](#) [Title 28 Limitation Of Actions](#) [Chapter 3 Limitation of Actions Other than Real](#) [Part 3 Limitations on Utility Charges](#)

28-3-302. Collection or reimbursement for underpayments or overpayments — Water or sewer service.

Notwithstanding any other provision of law to the contrary, if gallonage for water or sewer service or both is inaccurately recorded or registered due to equipment failure and results in the customer being undercharged or overcharged, and the customer is unaware of the error, defect or failure, no utility district, municipality, or water or sewer system or company shall be authorized to collect or assess a charge for the unpaid gallonage or to reimburse the customer for overpayment of such usage, prior to thirty-six (36) months from the date the error is discovered and billed; provided, that if a date certain can be established for such error which is less than thirty-six (36) months, no utility district, municipality, or water or sewer system or company shall be authorized to collect or assess a charge for such usage, or to reimburse the customer for overpayment of such usage, beyond such date.

History

Acts 1989, ch. 411, § 2.

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2. POLICIES & PROCEDURES

2.1 ACCOUNT SETUP & CUSTOMER INFORMATION

WATER & SEWER SERVICES DEPARTMENT

Customer Terms & Conditions

The City of Johnson City, TN provides utility services that may include water, sewer, solid waste, and stormwater, depending on the service address and customer eligibility. These terms and conditions apply to all customers receiving any of the listed or other services provided by the City.

The use of water and/or sewer services by a customer, user, occupant, tenant, or property owner constitutes acceptance of and agreement to comply with all applicable service agreements, policies, procedures, rules and regulations, rate schedules, and ordinances of Johnson City Water & Sewer Services, whether or not a written agreement has been signed.

1. SERVICE ESTABLISHMENT To open an account, customers must complete an application and provide valid ID and proof of property ownership or rental. A deposit may be required based on credit or account history. Service will be activated within standard processing timeframes.

2. ID VERIFICATION FOR ACCOUNT INQUIRIES & CHANGES To protect customer information, identity verification is required before making account changes or releasing information. Residential accounts must confirm the last four digits of the Social Security number or, if unavailable, the ID used to establish service. A previously documented account password may also be used. Commercial accounts must verify using the business tax ID or a listed authorized contact. No action will be taken without proper verification.

3. ACCOUNT RESPONSIBILITY & ACCOUNT TRANSFERS The account holder is responsible for all charges until service is closed or transferred. Service cannot be transferred without a new application and ID verification. Customers must request disconnection when moving; otherwise, they remain responsible for charges. Any unpaid balance associated with a service address must be paid in full before a new account will be activated.

4. REQUEST TO TERMINATE SERVICE Customers requesting termination of water and/or sewer service must comply with the City's Request to Terminate Service Policy, including identity verification and notice requirements. Customers remain responsible for all charges until service termination is processed. Disconnection requests are subject to scheduling, workload, weather conditions, and operational limitations. Customers will be provided a confirmation number (service order number) upon submission of a termination request and are encouraged to retain it for their records.

5. DEPOSITS A security deposit may be required to establish utility service. Deposit amounts and eligibility for reduced or waived deposits are determined in accordance with the City's Deposit Policy. Deposits may be applied to unpaid balances upon termination of service.

6. LANDLORD AUTOMATIC TURN-ON PROGRAM Property owners may enroll in the Landlord Automatic Turn-On Program to ensure continuous utility service between tenants. When a tenant account is closed, service will automatically revert to the landlord's account without interruption. The landlord is responsible for all charges during vacancy periods until a new tenant establishes service. Enrollment requires completion of the program agreement and proper documentation. The City reserves the right to approve, deny, or remove participation based on account standing and/or policy compliance.

7. CITY AND REGIONAL RATE SCHEDULES Customers are billed according to either the City or Regional (outside City) Rate Schedule, depending on service area. All rates, fees, and schedules are subject to change with approval from the utility board in accordance with local and state law.

8. MINIMUM BILL CHARGES A minimum bill is charged to all active water and sewer accounts regardless of usage. This applies even when there is no water consumption or when service has been disconnected for non-payment. These fees are based on the current rate schedule and do not include any applicable solid waste or minimum stormwater fees, which are billed separately.

9. SEWER CONNECTION REQUIREMENT Properties required by applicable ordinance or Tennessee law to connect to the public sewer system may still be responsible for sewer charges whether or not the property is actively connected.

10. CONNECTION FEE PURCHASE POLICY All water and sewer connection purchases, permits, fees, and service connections are subject to the City's Connection Purchase Policy, applicable ordinances, rate schedules, and engineering requirements, including Ordinance 4911-25. Connection fees and applicable charges must be paid before installation or activation of service. Customers, contractors, and property owners are responsible for complying with all applicable permitting, inspection, and connection requirements. Installation and service connection wait times are subject to current workload, weather conditions, and material availability.

11. PAYMENT METHODS & FEES Customers may pay by cash, check, money order, bank draft, or credit/debit card. A 2.75% processing fee applies to all credit/debit card transactions and transactions using our third-party payment processing system.

12. AUTOMATIC BANK DRAFT (AUTO PAY) Customers may enroll in Automatic Bank Draft (Auto Pay) to have utility payments automatically withdrawn from a designated bank account. Enrollment and participation is subject to the City's auto pay policy and there is no extra charge.

13. METER READING & ESTIMATION POLICY Meters are read monthly. If access is obstructed, weather conditions are unsafe, or staffing is limited, the City may estimate water gallon usage based on recent average consumption. Any estimates will be corrected with the next actual reading.

14. BILLING & ADJUSTMENTS Monthly bills are due by the stated due date. Customers are responsible for all charges based on water passing through the meter, including leaks. High bills caused by verified leaks may be eligible for an adjustment if the leak is repaired and consumption returns back to normal. If consumption is 3x higher than normal, customers pay their average bill plus 50% of excess water charges. Sewer charges are based on average usage; excess sewer can be waived. For catastrophic leaks (10x average usage), a 75% adjustment may be granted (average bill + plus 25% of excess charges), if no adjustment was granted in the prior 24 months. No adjustments are made for leaks due to vandalism, theft, third-party damage, freezing prevention, or delays in repair. One annual sewer adjustment is allowed for pool filling; a second may be granted with proof of liner replacement. Requests must be made in the same

calendar year.

15. METER MISREADS Over-reads (higher than actual usage) result in credits; under-reads (lower than actual usage) may result in adjusted charges. Disputes can be escalated to a supervisor or formally reviewed upon written request.

16. METER CHECKS Customers may request a meter check if they suspect meter is malfunctioning or usage has been inaccurately recorded. Each account is allowed two free meter checks per rolling 12-month period. Additional requests will incur a \$50 fee, billed to the account. If the meter is found to be faulty or misread, the fee will be waived.

17. SERVICE FEES & CUTOFFS FOR NON-PAYMENT Late fees apply to unpaid bills. Past-due accounts are subject to disconnection after proper notice. A non-payment cutoff fee will be assessed, and service will only be restored once the full balance and reconnection fee are paid. Partial payments do not prevent shutoff or guarantee same-day reconnection.

18. RETURNED PAYMENTS Returned checks or failed electronic payments due to insufficient funds, closed accounts, or incorrect information will result in a returned payment fee. The original payment amount plus the fee must be repaid in full. Customers who submit returned payments shall be subject to restrictions on future payment methods. The City reserves the right to refuse acceptance of personal or business checks from any customer with a history of returned payments. If this occurs, the customer will no longer be permitted to pay by check on any account with the City of Johnson City, TN. Returned payments do not prevent late fees, disconnection, or other collection actions.

19. DELINQUENT ACCOUNTS & COLLECTIONS If a final bill remains unpaid after the due date, the balance may be transferred to any active account held by the customer. If no active account exists, a notice will be mailed before the balance is sent to a collections agency.

20. TERMINATION OF INACTIVE DELINQUENT ACCOUNTS Accounts that are inactive (no active service) and have an outstanding delinquent balance may be subject to termination after appropriate notice. Termination does not eliminate the debt; the outstanding balance remains due and payable. Any terminated balance may be transferred to another active account held by the same customer or referred to a collections agency. The City reserves the right to require full payment of all outstanding balances before establishing new service.

21. CUSTOMER CONDUCT & VERBAL ABUSE POLICY Customers are expected to communicate respectfully with City employees at all times. Abusive, threatening, harassing, or disruptive behavior may result in termination of the interaction or restrictions on communication methods in accordance with the Johnson City Water & Sewer Services Verbal Abuse Policy. Customer interactions, including telephone calls, may be monitored or recorded for quality assurance and employee safety purposes.

22. CUSTOMER RIGHTS & STATE OVERSIGHT The utility abides by, TCA 7-82-403 (Audit & Rate Standards), and TCA 7-35-414 (Authority to Own and Operate a System).

23. METER BOX & LID RESPONSIBILITY Customers are responsible for maintaining the meter box and lid on their property in a safe and serviceable condition. The meter box must remain securely closed and free of damage, debris, or obstructions that could interfere with meter reading or create a safety hazard. Customers must promptly report any missing or damaged meter box or lid to the Johnson City Water & Sewer Services. Failure to maintain or report unsafe conditions may result in additional action as permitted by City policy. The City is not responsible for injuries or damages resulting from unreported or neglected conditions.

24. METER TAMPERING Unauthorized use of water service, meter tampering, bypassing locks, or illegal reconnection of service is prohibited and may result in fees, service disconnection, removal of the meter, and possible legal action.

Please visit https://www.johnsoncitytn.org/services/water_sewer_services/customer_service/index.php for a full copy of the Customer Service Policies and Procedures Manual.

WATER & SEWER SERVICES – JOHNSON CITY, TN

Application for Service

This policy outlines the requirements for initiating water and sewer service with Johnson City, TN Water & Sewer Services. It ensures consistency and compliance, while safeguarding the integrity of customer information and service obligations.

Policy Statement

Applicable to all new residential and commercial customers requesting water and/or sewer service in Johnson City, TN.

Required Documentation

1. Completed Service Application

Customers must fully complete an application form (online or in person), which includes:

- Applicant's full legal name
- Service address
- Mailing address (if different)
- Beginning service date
- Service requested
- Contact phone number and email address
- Billing preferences (e-bill, paper, auto-pay)
- Signature and date by the applicant

2. Valid Identification

To verify identity, customer must submit one of the following current, non-expired forms of photo ID.

Acceptable forms of ID:

- Valid U.S. Driver's License
- Valid U.S. State-Issued Photo ID Card
- Valid U.S. Passport or U.S. Passport Card
- Valid Foreign Passport with a valid visa or I-94 Document
- Valid U.S. Military ID Card

Note: Photocopies or screenshots are only acceptable if all essential details (photo, name, DOB, expiration date, etc.) are fully legible.

3. Proof of Property Ownership or Rental

Applicants must demonstrate legal authority to receive service at the service address.

a. For Property Owners

- Submit one of the following documents:
- Recent property tax bill or receipt listing the applicant as owner
- Mortgage statement or Deed of Trust in applicant's name
- Warranty Deed or Quitclaim (public or private copy acceptable)

b. For Renters/Tenants

Submittal of the following documents:

- Signed Lease or Rental Agreement including:
 - Tenant name
 - Rental address
 - Lease term dates
 - Landlord/property manager contact info
- Utility sub-meter Statement or a letter from the landlord indicating tenancy and permission to active service
- Recent (within 60 days) official mail or bill addressed to the tenant at the rental address, such as:
 - Bank or credit card statements
 - Pay stubs
 - Government-issued correspondence (e.g., IRS letter, SSA notice)

Process Flow

1. Customer completes the service application (online or in-person)
2. Customer submits the application along with:
 - Valid photo ID
 - Proof of ownership or tenancy documents
3. Staff reviews submitted documents for completeness and validity
4. If any documents are missing or illegible, customer must provide corrections prior to service activation
5. Once approved, service activation is scheduled. A deposit may apply and must be paid.
6. Customer is verbally notified of activation date, estimated billing start date, and account details.

Fees and Deposits

As determined by the current rate schedule, fees—such as connection charges or deposits—will be disclosed to the customer at application submission.

Privacy & Record Retention

All customer documents are safeguarded in compliance with federal, state, and local privacy regulations. Records are retained for a minimum of 3 years after service is discontinued.

Exceptions

If an applicant cannot meet standard ID or ownership/rental documentation requirements, they may request an exception. Staff will determine if alternative documents can be accepted and if a higher initial deposit should be applied.

Policy Updates

This policy is reviewed annual and updated as needed to reflect changes in regulations, local codes, or internal practices.

By enforcing this policy, Johnson City, TN Water & Sewer Services ensures a fair, transparent, and secure process for customers to initiate essential services.

WATER & SEWER SERVICES – JOHNSON CITY, TN

Checklist – Application for Service

For internal use by Customer Service staff only.

Step 1: Service Application

- ☐ Application is fully completed and signed
- ☐ Service address and start date confirmed
- ☐ Contact phone number and email provided
- ☐ Mailing address (if different) recorded
- ☐ Billing preference selected (e-bill/paper/auto-pay)

Step 2: Identity Verification

Accept ONE valid, non-expired photo ID:

- ☐ TN Driver's License
- ☐ Other U.S. State-Issued ID
- ☐ U.S. Passport or Passport Card
- ☐ Foreign Passport + Visa/I-94
- ☐ Military ID

Ensure ID is legible and clearly shows:

▫ Name ▫ Photo ▫ Date of Birth ▫ Expiration Date

Step 3: Proof of Ownership or Rental

Choose based on customer type:

- ☐ Property Owner – Provide ONE of the following:
 - ☐ Property Tax Bill
 - ☐ Mortgage Statement
 - ☐ Warranty or Quitclaim Deed
- ☐ Renter – Provide ONE of the following:
 - ☐ Signed Lease or Rental Agreement
 - ☐ Landlord Letter or Utility Submeter Statement
 - ☐ Recent (within 60 days) Official Mail/Bill to rental address (e.g., Bank Statement, Pay Stub, IRS/SSA Letter)

Step 4: Account Setup

- ☐ All documents scanned/saved to customer file
- ☐ Account created or updated in billing system
- ☐ Deposit assessed (if required)
- ☐ Connection fee processed (if applicable)
- ☐ Activation date scheduled and confirmed with customer

- ☐ Customer notified of:
 - ☐ Account number
 - ☐ Billing schedule
 - ☐ Payment options
- ☐ Give customer a copy of the completed service application and terms and conditions

Step 5: Exceptions/Notes

- ☐ Any missing documents? List reason: _____
- ☐ Alternative documents approved by supervisor? Yes / No
- ☐ Notes added to customer account for special conditions or follow-up

Attach copies of all submitted documents to the account record.

Customer Service Representative Name: _____

Date: _____

Customer Name: _____

WATER & SEWER SERVICES – JOHNSON CITY, TN

ID Verification for Account Inquiries and Changes

Purpose

To protect customer information and ensure secure handling of account-related inquiries and changes, this policy outlines the ID verification requirements for residential and commercial water and sewer service accounts.

Residential Accounts

Customers must verify their identity using one of the following methods before any account information is discussed or modified:

1. Social Security Verification
 - Customer must confirm the last four digits of the Social Security Number (SSN) on file.
2. Alternative ID Verification
 - If no SSN was provided when the account was established, the customer must confirm the last four digits of the ID used to establish service per the Application for Service Policy.
3. Account Password
 - If no SSN or ID is on file, the account may have a customer-set password. This password must be:
 - Noted in the account file
 - Confirmed verbally by the customer during the inquiry

Commercial/Business Accounts

For business or commercial account inquiries or changes:

- The caller must confirm the Employer Identification Number (EIN) listed on the account.
- Only authorized individuals listed on the account are permitted to make changes or obtain detailed billing information.

Special Circumstances

Name Changes

- Marriage: Customer must provide:
 - A valid government-issued photo ID showing the name or
 - A marriage certificate
- Divorce:
 - To update the name on the account, the customer must provide:
 - An updated government-issued ID or
 - A divorce decree showing the name change
 - If the account must be changed from party to another:
 - A divorce decree clearly stating property transfer of the residence is required, or
 - A notarized legal document indicating such transfer while divorce is pending
- Death of Account Holder

- To update or transfer the account due to death, the following is required:
 - A death certificate for the current account holder

Unauthorized Requests

No account information will be disclosed, nor changes made, without prior ID verification as described in this policy. Unauthorized requests will be denied to protect customer privacy and prevent fraudulent activity.

WATER & SEWER SERVICES DEPARTMENT

Account Responsibility & Account Transfers

The purpose of this policy is to define who is responsible for water and sewer utility accounts, and to outline the process when a spouse or significant other living at the service address wishes to place the account in their name. This ensures fair treatment for customers while protecting the City from unpaid balances tied to a service address.

1. Account Responsibility

- The named account holder is responsible for charges billed to their account.
- Balances must be paid in full before service may be disconnected, reconnected, or transferred.
- Utility bills are tied to the service address, and unpaid balances must be resolved before a new account may be established at that address.

2. Spouse or Unmarried Partners at Service Address

- A spouse or partner who has resided at the service address may request that the utility account be placed in their name with written permission of the current account holder.
- The request will be treated as a new service application and requires:
 - Valid government-issued photo identification.
 - ID Verification.
 - Completed service application.
 - Security deposit (based on creditworthiness and payment history with Johnson City Water & Sewer Services).
 - Payment of any outstanding balance.

3. Outstanding Balances

- If there is an unpaid balance at the service address, the balance must be paid in full before a new account will be activated, regardless of whether the applicant residing there was the original account holder.
- Security deposits will not be applied to unpaid balances until the account is closed.

4. Account Closure & Deposits

- The current account holder must request closure of their account before a new account is established.
- Deposits may be required or adjusted based on credit history and prior payment record.

For special circumstances such as name changes due to marriage, divorce, or the death of an account holder see the ID Verification for Account Inquiries and Changes Policy.

WATER & SEWER SERVICES – JOHNSON CITY, TN

Landlord Automatic Turn-On Program

The purpose of this policy is to establish guidelines and procedures for the Landlord Automatic Turn-On Service program (Auto Landlord), which ensure continuity of utility services at rental properties when tenants vacate.

This policy applies to:

- Property owners (landlords) enrolled in the Automatic Turn-On Service program
- Customer Service staff administering utility accounts
- All applicable service addresses within the JCWSS service area

Policy Statement

Johnson City Water & Sewer Services (JCWSS) offers an Automatic Turn-On Service program that allows utility service to automatically revert to the landlord's name when a tenant requests disconnection, helping to prevent service interruptions between occupants.

Procedures & Guidelines

1. Service Connection

- a. When a tenant requests disconnection, JCWSS will:
 - i. Read the meter
 - ii. Automatically transfer service into the landlord's name
- b. No prior notification to the landlord is required.

2. Fees

- a. The Automatic Turn-On Service fee is 50% of the standard connection fee.
- b. Current fee structure (5/1/26):
 - i. Standard connect fee: \$50.00
 - ii. Automatic turn-on fee: \$25.00
- c. If standard fees increase, the discounted rate will remain at 50% of the new fee.

3. Service Continuity & Disconnection

- a. The program is designed to maintain uninterrupted service.
- b. Exceptions may occur due to:
 - i. Severe weather
 - ii. Other unforeseen circumstances
- c. If disconnection is necessary:
 - i. The landlord must contact Customer Service to authorize the request.
 - ii. The property will be removed from the automatic turn-on program
- d. Re-enrollment requires:
 - i. Completion and signature of a new agreement form

4. Financial Responsibility

- a. Landlords are only financially responsible for accounts in their name.
- b. Automatic turn-on will not occur if:
 - i. The property disconnected due to non-payment.

5. Reconnects

- a. Reconnects for delinquent accounts:
 - i. Completed on the next business day

- ii. Charged at the standard connection fee (\$25.00 under this program)
 - b. Same-day service:
 - i. Reduced from \$75.00 to \$50.00
- 6. Cancellation**
 - a. To cancel participation:
 - i. The landlord must submit a request
 - ii. The landlord must sign the official cancellation form obtained from JCWSS
- 7. Property Ownership Changes**
 - a. Property owners are required to notify JCWSS in writing in the event of:
 - i. Sale or transfer of ownership

Roles & Responsibilities

- Customer Service Division
 - Maintain enrollment records
 - Process service transfers and reconnects
 - Assist landlords with enrollment, cancellation, and inquiries
- Landlords
 - Ensure accurate account and contact information
 - Notify JCWSS of ownership changes
 - Comply with program terms and payment requirements

WATER & SEWER SERVICES DEPARTMENT

Request to Terminate Service

This policy establishes the procedures and requirements for customers requesting the termination (disconnection) of water and/or sewer services with the City of Johnson City, TN Water & Sewer Services.

1. Eligibility to Request Termination

Requests to terminate service shall only be made by:

- The account holder of record, or
- An authorized individual with sufficient account verification

2. Methods of Request

Customers shall request the termination of service through the following methods:

- Online submission
- Email request
- Telephone request
- In-person request at the Water & Sewer Services office located at 601 E. Main Street.

All requests must include completion of a Service Application with the disconnect option selected.

3. Advance Notice Requirement

- Requests to terminate service must be submitted no more than ten (10) days in advance of the desired disconnection of service date.
- Requests submitted beyond this timeframe will not be accepted and must be rescheduled within the allowable window for the City of Johnson City Water & Sewer Services staff.
- The earliest available service termination date is the next business day. Same-day service termination requests shall not be accommodated.

4. Service Disconnection Timing

- Service will be disconnected on the date requested by the customer when possible; however, disconnects cannot be scheduled for a specific time.
- Service disconnections are completed based on daily meter reader staff routes, scheduling, and workload.
- Disconnects may occur at any time during normal business operations on the requested disconnect date.

5. Identity Verification

To process a termination request, the customer must provide:

- The last four (4) digits of the Social Security Number or password associated with the account

Failure to provide adequate verification will result in denial of the disconnection of service request.

6. Customer Responsibilities at Time of Request

At the time of submitting a termination request, the customer shall:

- Provide a forwarding mailing address for the final bill
- Ensure all account information is accurate and up to date

Note: Failure to provide a forwarding address does not relieve the customer of responsibility for payment of the final bill.

7. Confirmation of Request

Upon completion of the request, the Customer Service Representative will provide:

- A copy of the completed Service Application, and
- A confirmation number (service order number)

Customers are encouraged to retain the confirmation number (service order number) for their records. The confirmation number may be required in the event of questions, disputes, or issues related to the requested service termination, including situations where service was not disconnected as requested.

8. Final Billing

- A final bill will be generated after service termination.
- Depending on where the termination date falls within the billing cycle for the City of Johnson City, the final bill may be higher or lower than a typical 30-day bill.
- Payment of the final bill is the responsibility of the customer, regardless of receipt.

Payment Restrictions:

- Final bills cannot currently be paid online, over the phone, or via automatic bank draft.
- Customers must utilize approved alternative payment methods as designated by the City.

9. Special Circumstances

Deceased Account Holder

- For accounts where the customer is deceased, a death certificate must be provided prior to termination of service for the associated account.
- The City reserves the right to request additional documentation when necessary to process the request.

10. Unauthorized Requests and Liability

- The City of Johnson City Water & Sewer Services is not liable for unauthorized service termination requests when the requesting party has successfully completed the required identity verification process.
- Completion of identity verification, including confirmation of the last four (4) digits of the Social Security Number or password associated with the account, shall constitute sufficient authorization to process the request.
- Customers are responsible for maintaining the security and confidentiality of their account information.

11. Liability and Responsibility

- The customer remains responsible for all charges incurred on the account until the service

- termination has been processed.
- Failure to properly request termination may result in continued billing by the City of Johnson City utility service.

WATER & SEWER SERVICES DEPARTMENT

Deposits

To initiate water, sewer, solid waste, and stormwater services through the Johnson City Utility System (JCUS) customer are required to pay a deposit in accordance with the terms outlined below.

1. Deposit Requirement

Deposits must be paid prior to service activation for the following utilities:

- Water
- Sewer
- Solid Waste
- Stormwater (if applicable)

Deposits apply only to residential account. See section 7 for information on business and commercial accounts.

2. Deposit Amounts

Residential Accounts – Inside City Limits

- Full Deposit:
 - Water: \$42.00
 - Sewer: \$64.00
 - Solid Waste: \$18.00
 - Stormwater: \$6.00 (if applicable)
- Reduced Deposit (50%):
 - Water: \$21.00
 - Sewer: \$32.00
 - Solid Waste: \$9.00
 - Stormwater: \$3.00 (if applicable)

Residential Accounts – Outside City Limits

- Full Deposit:
 - Water: \$84.00
 - Sewer: \$128.00
 - Solid Waste: \$32.00
- Reduced Deposit (50%):
 - Water: \$42.00
 - Sewer: \$64.00
 - Solid Waste: \$16.00

3. Credit Check Option

Customers may choose to complete a credit evaluation through Online Utility Exchange.

- Satisfactory credit rating: Customer may qualify for waived or reduced deposit based on credit score.
- Unsatisfactory or no credit history: Customer must pay the maximum designated deposit listed above.
- Frozen or no credit history: Customers with a credit freeze or otherwise inaccessible credit file will be required to pay the full (standard) deposit.

4. City Review of Payment History

The City reserves the right to evaluate customer payment histories to assess risk and determine deposit requirements.

- Utility Billing assigns a Credit Rating Code to each customer based on payment history.
- This internal code is used to evaluate risk and assign deposit amounts.

Current or Previous Customers Moving within the Service Area:

- These customers will not be subject to a credit check through ONLINE Utility Exchange.
- Instead, their existing payment history and Credit Rating Code from Utility Billing will determine their deposit:
 - Code 2 – No deposit required
 - Code 3 or 4 – Minimum (reduced) deposit charged
 - Code 5 and above – Full (standard) deposit charged

5. Additional Deposit Assessments

JCUS reserves the right to:

- Evaluate customer payment history to determine credit risk.
- Require additional deposits from accounts deemed at “at risk”.
- Reassess deposits based on ongoing account activity.

6. Interest & Refunds

All deposits will accrue annual interest and are refundable under the following conditions upon termination of service:

1. Applied to Final Bill – The deposit and any earned interest will be applied toward any unpaid account balance.
2. Refund – If a credit balance remains, the customer may request a refund of the remaining amount.
3. Transfer to a New Account – If the customer is relocating and opening a new account within the JCUS service area, the existing deposit (including interest) may be transferred to a new account, pending approval by Customer Service.
4. Outstanding Balance on Other Accounts – If the customer has an outstanding balance on another active or closed account with the City, any deposit refund will be withheld and applied toward that balance.

7. Accepted Payment Methods

Deposits may be paid using:

- Cash
- Check
- Money Order
- Credit/Debit Cards (VISA, Mastercard, Discover, American Express)

Note: Credit/debit card transactions are subject to a 2.75% convenience fee.

8. Business and Commercial Accounts

JCUS does not require deposits for business or commercial accounts if the account is being opened with a valid TAX Identification Number (EIN). Accounts without a verified EIN may be subject to standard deposit requirements at JCUS's discretion.

2.2 BILLING & ADJUSTMENTS

WATER & SEWER SERVICES DEPARTMENT

Minimum Bill Charge

This policy establishes the minimum billing requirements for all customers receiving water and/or sewer services from the City of Johnson City, TN. It ensures the recovery of fixed costs necessary to maintain system operations, infrastructure, and administration, regardless of water consumption.

1. Policy Statement

All active customer accounts, including those with zero water usage during a billing cycle, will be subject to a minimum bill charge. This includes customers whose water service has been disconnected due to non-payment. Minimum charges are assessed based on the base rate schedule approved by the City and vary by location (inside or outside city limits).

2. Minimum Charges (Effective July 1, 2025)

Inside City Limits

- Water Base Charge: \$5.95
- Sewer Base Charge: \$7.39
- Total Minimum (if both services apply): \$13.34

Outside City Limits

- Water Base Charge: \$10.54
- Sewer Base Charge: \$13.09

Total Minimum (if both services apply): \$23.63

Note: The minimum bill charges listed above do not include any applicable Solid Waste or minimum Stormwater fees. These charges are billed separately and may still apply regardless of water consumption.

3. Application

- The minimum bill applies regardless of whether any water was consumed during the billing cycle.
- The minimum bill will continue to be assessed until the account is formally closed and service is terminated.
- Customers whose service has been disconnected for non-payment are still subject to minimum base charges while the account remains active.
- These charges are necessary to cover the fixed cost of system availability and administrative support, even in the absence of consumption.

4. Billing Cycle & Enforcement

- The minimum bill will be applied on each standard billing cycle.
- Accounts with unpaid minimum bills may continue to accrue charges and late fees in accordance with the City's service fee policy.

WATER & SEWER SERVICES DEPARTMENT

Bill Adjustments

1. The customer is responsible for all water and sewer service charges based on all water that passes through the water meter. The Department may, however, at its discretion determine that the indicated use was abnormally high. If the customer determines that the abnormally high use was the result of a leak, they may have the leak repaired, notify the Department of the facts, and request abatement. The Department may require that such notification be in writing and may, upon receipt, adjust the account as follows:
 - a. Any high bill or bills must be paid when due. As an exception, if a representative of the Department determines that the high bill is three times the annual average of water consumption, that high bill may be abated prior to payment being made by the customer.
 - b. A subsequent routine meter reading must verify that usage has dropped to normal levels if the account is not abated as three times the annual average as explained above.
 - c. When the above conditions are met, the account may be adjusted as follows:
 - i. Customer will pay the average bill plus 50% of remaining water charges;
 - ii. Customer will pay sewer charges on average bill only, remainder of sewer charges will be adjusted;
 - iii. Customer will pay sales tax on average bill plus 50% of water charges.
 - d. Only one abatement, for a maximum of two consecutive months, will be extended to a customer within any 12 month period. After an abatement is granted, it cannot be canceled to allow for another adjustment of higher amount.
 - e. If the bill is equal to, or greater than 10 times the average bill, it shall be deemed a catastrophic leak. In catastrophic cases and under eligible leak circumstances, the Department Director may grant an adjustment up to 75% provided that the location has not been granted a leak adjustment within the past 24 months.
 - f. No adjustments will be made for excess water usage due to vandalism, theft of service, damage to water lines by a third party, allowing water to run to prevent water lines from freezing, or when a leak was not repaired in a timely manner.
2. Sewer will be adjusted for customers who fill a pool one time per year. As an exception, an additional adjustment may be given if a customer shows proof that the pool liner had to be replaced.
 - a. The pool adjustment credit should be requested with the same calendar year of the filling.

WATER & SEWER SERVICES DEPARTMENT

Automatic Payment (Auto Draft/Auto Pay) Policy

Purpose

The City of Johnson City offers automatic payment options to provide customers with a convenient method of paying utility bills and reducing the risk of late payments associated with the account.

1. Available Payment Options

I. City Bank Draft Program

Customers may enroll in the City's in-house bank draft program. Payments are automatically withdrawn from the customer's designated bank checking or savings account on the due date of each bill.

No service fee is charged for participation in the City's bank draft program.

II. Third-Party Auto Pay Program

Customers may also enroll in automatic payments through the City's third-party payment processor using a bank account, debit card, or credit card.

A convenience fee of 2.75% of the payment amount will be charged for all payments processed through the third-party auto pay program.

2. Enrollment Requirements

To enroll in the City's in-house bank draft program, customers must:

- Be the account holder or an authorized party on the utility account.
- Complete the required authorization form online or in person.
- Provide a voided check or other acceptable banking documentation for the account to be drafted.
- If a voided check is unavailable, the City may accept a letter from the customer's financial institution that includes the account holder's name, routing number, and account number. The letter must be on the financial institution's official letterhead.
- **Deposit slips, deposit forms, starter checks, and handwritten banking information will not be accepted.**
- Ensure all information submitted is accurate and current.

The City reserves the right to verify banking information before enrollment is activated.

3. Multiple Utility Accounts

Customers with multiple utility accounts must enroll each utility account separately for auto draft/auto pay.

Authorization for one utility account does not automatically apply to any other utility account.

4. Monthly Bills

Customers enrolled in automatic payment programs will continue to receive monthly utility bills.

Receipt of a bill serves as notification of the amount due and the scheduled payment date through auto draft/auto pay.

Customers are responsible for reviewing each bill for accuracy, and contacting the City with any questions regarding billing amounts prior to the scheduled draft date.

5. Customer Responsibilities

Customers are responsible for:

- Reviewing monthly utility bills for accuracy.
- Updating banking, debit card, or credit card information if/when changes occur.
- Maintaining sufficient funds or available credit in the designated payment account.
- Monitoring bank statements and utility bills to verify payments have been processed.
- Ensuring the designated payment account remains active and in good standing.

Enrollment in auto draft or auto pay does not relieve customers of responsibility for timely payment of their utility bills.

6. Returned, Rejected, or Failed Payments

If an automatic payment is returned, rejected, declined, or otherwise not honored by the financial institution or payment processor:

- The utility account shall be considered unpaid.
- Any applicable returned payment fees may be assessed in accordance with City policy.
- The customer remains responsible for payment of all outstanding account balances.
- The account shall become subject to late fees, delinquency procedures, and service disconnection in accordance with City policies and ordinances.

Enrollment in auto draft or auto pay does not exempt an account from disconnection due to nonpayment resulting from a failed or rejected payment.

7. Revocation of Auto Draft Privileges

The City reserves the right to revoke participation in the City's in-house bank draft program if a customer experiences repeated payment failures.

Auto draft privileges shall be terminated after two (2) returned, rejected, or insufficient-funds payments within a rolling twelve (12) month period. Customers whose auto draft privileges have been revoked shall be required to make payments using another approved payment method.

The City shall also require a waiting period or additional documentation before a customer is permitted to re-enroll in the program.

8. Changes or Cancellation

Customers may update or cancel their automatic payment authorization by submitting a request to the City.

Requests to change or cancel participation in the City's in-house bank draft program must be received at least three (3) business days prior to the scheduled draft date. Requests received

after this deadline will not take effect until the following billing cycle.

The City is not responsible for drafts processed before a requested change or cancellation can be completed.

Customers enrolled in the third-party auto pay program are responsible for managing, updating, or canceling their payment information directly through the third-party payment processor. The City does not have access to modify, cancel, or manage third-party auto pay enrollments on behalf of customers.

The City is not responsible for delays, processing errors, failed cancellations, duplicate payments, or other issues arising from changes or cancellations made through the third-party payment processor.

9. City Authority to Terminate Participation

The City reserves the right to suspend or terminate a customer's participation in any automatic payment program for:

- Repeated returned or failed utility bill payments
- Fraudulent or unauthorized payment activity
- Misrepresentation of account information
- Violation of City utility policies or procedures
- Program changes or discontinuation

10. Disclaimer

The City will make reasonable efforts to process authorized automatic payments; however, the City shall not be liable for delays, errors, bank processing issues, insufficient funds, account closures, expired payment methods, payment processor failures, or other circumstances beyond its control that prevent successful payment processing.

Participation in automatic payment programs constitutes authorization for the City and/or its designated payment processor to initiate payments in accordance with the customer's authorization until such authorization is revoked.

WATER & SEWER SERVICES DEPARTMENT

Returned Payments

To ensure efficient and secure processing of customer payments, the following policy has been established regarding returned payments:

1. Returned Online Payments

- a. If a payment made online using an electronic check is returned by the bank for any reason (such as insufficient funds, closed accounts, or incorrect account information) a \$25 returned payment fee will be added to the service account.
- b. Payments made online using a debit or credit card that are later reversed, declined, or charged back may also be subject to returned payment policies.

2. Multiple Returned Payments

- a. Customers who have two (2) returned payments within a 12-month period, whether via check or credit/debit card, will lose access to online payments for 12 months from the most recent returned payment.
- b. This policy applies per account and not per the individual writing the check.
 - Any returned payments associated with the account will count toward the two-payment limit regardless of who issued the payment.
 - For customers with multiple accounts, the limit applies separately to each account.

3. Non-Acceptance of Checks/Returned Payments

Customers who submit returned checks (non-sufficient funds or otherwise dishonored payments) may be subject to restrictions on future payment methods.

The City reserves the right to refuse acceptance of personal or business checks from any customer who has a history of returned checks. If this occurs, the customer will no longer be permitted to pay by check on any account with the City of Johnson City, TN.

4. Fees Summary

- a. Returned Check Fee: \$25
- b. Returned Card Payments: \$25
- c. Late Payment Fees: Refer to Late Fees/Service Fees policy for details.
- d. Other fees (ex: service fees): May apply as outlined in our Late Fees/Service Fees policy.

5. Alternative Payment Methods

- a. By Mail: Money order or certified cashier's check (no personal checks) mailed to:
Johnson City Water & Sewer Services
P.O. Box 2466
Johnson City, TN 37601
- b. By Drop Box: Money order or certified cashier's check (no personal checks) left at:
601 E. Main St.
Johnson City, TN 37601
- c. In Person:
 - Cash

- Credit/Debit Card
- Money Order
- Certified Cashier's Check

Payments can be made at the Johnson City Finance cashier counter during regular business hours (Monday – Friday 8:00 AM – 5:00 PM).

WATER & SEWER SERVICES DEPARTMENT

Service Fees and Cutoff for Non-Payment

To ensure fair and consistent service for all customers the following policy has been established regarding late payments, service fees, and service disconnection for non-payment:

1. Late Fees

- a. A late fee of 10% of the total past due balance will be assessed on any account that becomes past due.
- b. This fee is applied in addition to any delinquent or reconnection fees that may occur if the account is not current.

2. Past Due Balances and Risk of Disconnection

- a. Any account with a balance that is more than 30 days past due is considered delinquent and is at risk of service disconnection.
- b. Customer must pay the entire past due balance to avoid disconnection and further penalties.

3. Tiered Delinquency and Full Payment Requirement

- a. Accounts with balances aged 30, 60, or 90 days past due are subject to immediate action.
- b. The entire past due amount must be paid in full prior to scheduled cutoff day to maintain service and avoid additional fees.

4. Service Fee and Cutoff Day Policy

- a. A \$50 service fee will be charged to any account that has not paid past due balance in full by the cutoff day, whether or not the service has been physically disconnected.
- b. This fee is assessed in addition to the 10% late fee for past due balances.
- c. To avoid service interruption and the service fee, payment of the total past due balance must be received prior to the cutoff day.

5. Disconnection and Reconnection

- a. If payment is not received by the cutoff date, the customer's water service may be disconnected without further notice.
- b. Upon full payment of the past due balance and all applicable fees, a reconnect order will be issued.
- c. Service will be restored the same day, provided payment is made during business hours. Payments received after hours will result in next business day reconnection.

6. After-Hours Reconnection Fee

- a. If service restoration is requested or required after normal business hours, a \$75 after-hours reconnection fee will be charged to the customer's account.
- b. After-hours reconnection is subject to staff availability and operational considerations.

7. Customer Responsibility

- a. It is the customer's responsibility to keep their account current to avoid late fees, service charges, or disconnection.
- b. While notices may be provided as a courtesy, failure to receive a notice does not relieve the customer of their obligation to pay by the due date.

2.3 METERING & USAGE

WATER & SEWER SERVICES DEPARTMENT

Meter Checks

The City of Johnson City Water & Sewer Services is committed to providing accurate water usage readings. Customers may request a meter check if they suspect their water meter is malfunctioning, providing inaccurate readings, or has been misread.

1. Meter Check Allowance

- Each customer account is eligible for two (2) no-charge meter checks within a rolling twelve (12) month period.
- These two meter checks will be provided as a courtesy to address any concerns regarding meter accuracy or billing discrepancies.

2. Service Charge for Additional Meter Checks

- Any additional meter checks beyond the two free checks within the same twelve-month period will incur a \$50.00 service charge per request.
- The service charge will be added to the customer's account and must be paid in accordance with standard billing terms.

3. Procedure

- a. Customer must contact Customer Service to request a meter check.
- b. A service order will be generated by the Customer Service Representative.
- c. The meter check will be conducted by a Meter Reader who does not regularly read the customer's route to ensure objectivity and accuracy.
- d. Meter checks typically require 5 to 7 business days to complete from the time the service order is issued.
- e. The meter will be inspected to verify proper operation, including confirming that the current meter reading is accurate and consistent with billing records.
- f. Results should be documented and communicated with the customer on the next business day.
- g. If applicable, service charges for additional meter checks will be billed accordingly.

4. Exceptions

- If a meter is found to be malfunctioning or misread, any applicable service charges for that meter check will be waived regardless of frequency.
- Special circumstances may be reviewed and approved at the discretion of the Customer Service Supervisor and/or Customer Service Manager.

WATER & SEWER SERVICES DEPARTMENT

Meter Reading Estimation

Johnson City Water and Sewer Services is committed to providing accurate and timely billing through regular meter readings. However, in certain circumstances where an actual meter reading cannot be obtained, the City may estimate consumption to ensure continued service and billing consistency. Estimated readings will be based on the customer's historical usage and will be clearly indicated on the billing statement.

Conditions for Estimated Readings

Meter Readings may be estimated for a billing period under any of the following conditions:

1. Inclement Weather – Dangerous road conditions due to snow, ice, flooding, or other severe weather events that pose a risk to meter readers or hinder access to meter locations.
2. Obstructed Meter Access – When the meter is physically inaccessible due to obstructions such as locked gates, overgrown vegetation, debris, vehicles, or other barriers that prevent safe and reasonable access.
3. Staffing Shortages – When temporary or emergency staffing shortages prevent scheduled meter reading routes from being completed.

Estimation Method

Estimated consumption will be calculated based on the customer's average monthly usage for the past 12-month billing history, or the most recent available date if 12 months of history is not available.

Customer Notification

When a meter reading is estimated, the billing statement will not indicate that the usage for that period was estimated.

Actual Reading Adjustment

Once an actual meter reading is obtained, any necessary billing adjustments will be made to reconcile previous estimated with actual usage, in accordance with the City's billing correct procedures.

WATER & SEWER SERVICES DEPARTMENT

Meter Misreads

Purpose

To establish procedures for identifying, correcting, and explaining instances of meter misreads that result in either overbilling or underbilling of customer accounts.

Policy Statement

Meter misreads may occur due to human error or mechanical error. These misreads can result in either an over read, where usage is overstated and customer is overbilled, or an under read, where usage is understated and the customer is underbilled. This policy outlines how Johnson City Water & Sewer Services will address such occurrences to ensure accurate billing and maintain customer trust.

Definitions

- Over Read: A meter is read incorrectly and records a higher usage than what was actually consumed.
- Under Read: A meter is read incorrectly and records a lower usage than what was actually consumed.

Procedures

1. Identification of Misreads
 - Meter misreads may be identified during routine review, billing system validations, or customer inquiries.
 - Customer Service/Meter reading staff will compare monthly usage against the customer's historical average to identify any irregularities.
2. Correction Timeframe
 - If a misread is identified prior to billing, the read will be corrected immediately, and the customer will be billed appropriately.
 - If a misread is identified after billing, the correction will occur on the next billing cycle.
3. Billing Adjustments
 - In cases of an under read, the following months reading will appear elevated, reflecting the correction.

Example:

- Month 1 read: 3,000 gallons (under read)
 - Month 2 read: 7,000 gallons (correcting for prior under read)
 - Combined: 10,000 gallons over two months
 - Monthly average: 5,000 gallons – consistent with historical usage
- Over Reads may result in a higher-than-actual bill if the misread is not caught prior to billing.
 - If discovered after billing, a credit will be issued to the customer's account for the difference between the actual and billed usage once the correction is made.
 - If discovered before billing, the read will be corrected and the customer will be

billed accurately.

- No credits or refunds will be issued in cases where the adjustment is self-correcting over the billing period.
4. Customer Notification and Explanation
 - a. When a customer reports or questions a high or low bill that is identified as a misread correction, customer service will provide a clear explanation and comparison to historical usage patterns.
 - b. Documentation will be available to show the average usage over time and demonstrate how the correction aligns with the customer's typical consumption.
 5. Recordkeeping
 - a. All meter misreads and corrections should be documented, filed, and retained per record retention rate schedule.

Dispute Resolution

1. **Customer Disputes**
 - If a customer disputes a usage reading, they may contact Customer Service for review.
 - Staff will review the account's meter read history, usage patterns, and any notes related to meter checks or corrections.
2. **Investigation Steps**
 - Compare current and previous reads.
 - Assess average historical usage (past 6–12 months).
 - Confirm no leaks or unusual activity were reported.
 - If needed, dispatch a meter reader to verify the current meter reading and inspect for damage or tampering.
3. **Resolution**
 - If a misread is confirmed, the account will be adjusted accordingly in the next bill.
 - If the reading is found to be accurate and within historical usage ranges, no adjustment will be made.
 - Customers will be provided with documentation of findings upon request.
4. **Escalation**
 - If the customer remains dissatisfied, a supervisor or the Customer Service Manager will review and issue a final determination.

Responsibility

It is the responsibility of the Customer Service Billing Division to investigate suspected misreads, correct billing records immediately, and communicate with customers regarding any billing concerns.

WATER & SEWER SERVICES DEPARTMENT

Meter Tampering

Tampering with City water meters, meter locks, or service lines—including attempting unauthorized or illegal hookups—is strictly prohibited. Johnson City Water and Sewer Services will enforce this policy to ensure fairness, prevent loss of revenue, and protect public property.

Tampering includes but is not limited to: removing or bypassing meter locks or devices, reconnecting service without authorization, or altering the meter to avoid accurate registration of water usage.

Policy Provisions:

1. Service Fee for Tampering:

A \$100 service fee will be charged to any customer found to have tampered with a meter, meter lock, or attempted an illegal connection to the water system.

2. Usage During Disconnection:

If water usage is detected at a location where service has been disconnected, the customer may be charged the \$100 tampering service fee in addition to any water usage charges.

3. Repeated Offenses:

After a second confirmed instance of tampering, the City reserves the right to pull the meter from the premises. Service will not be restored until all fees are paid and the City determines appropriate conditions for reinstatement.

4. Theft of Services:

Johnson City reserves the right to file a police report and pursue criminal charges for theft of services when meter tampering or unauthorized usage is detected.

5. Responsibility:

It is the customer's responsibility to ensure the meter and any associated equipment remain in the condition provided by the City. Customers must not attempt to restore service themselves or allow others to do so.

6. Enforcement:

This policy will be enforced consistently to maintain the reliability of the utility system and uphold equitable treatment of all customers.

WATER & SEWER SERVICES DEPARTMENT

Meter Box & Lid Responsibility

Purpose

To ensure the safety, proper function, and accessibility of water meters throughout the service area.

Customers are responsible for ensuring that the water meter box and lid located on their property remain in good condition and securely closed at all times. Meter boxes must be free from damage, obstruction, or conditions that could pose a safety hazard or interfere with meter reading and maintenance.

Customer Responsibility

- Maintain the meter box and lid in a safe and serviceable condition.
- Ensure the meter box lid remains properly in place and fully closed at all times.
- Keep the area around the meter box clear of debris, landscaping, vehicles, or other obstructions.
- Regularly monitor the meter box for signs of damage, wear, or displacement.

Reporting Damage or Missing Components

If a customer observes that a meter box or lid is missing, damaged, or otherwise compromised, they must immediately report the issue to **Johnson City Water & Sewer Services Maintenance** at **423-461-1645**. Prompt reporting ensures timely repair or replacement and helps prevent potential safety hazards.

Liability Disclaimer

Johnson City Water & Sewer Services shall not be held responsible for any injuries, damages, or losses resulting from missing, damaged, or unsecured meter boxes or lids when such conditions have not been reported or have resulted from customer neglect or third-party actions.

Enforcement and Repairs

Upon notification or discovery of a damaged or missing meter box or lid, The City will assess the condition and take appropriate action to repair or replace the equipment. Failure by the customer to report known issues or maintain safe conditions may result in additional actions as permitted by City policies.

2.4 DELINQUENCY & COLLECTIONS

WATER & SEWER SERVICES DEPARTMENT

Customer Agreements

The purpose of a customer agreement is to provide a structured, written payment arrangement that allows customers who are facing financial hardship and/or are temporarily unable to make full payment to continue to receive service.

1. Agreement Limits Per Customer

- a. Customers are allowed (1) active service agreement per calendar year.
- b. If a customer has already entered into and completed an agreement within the current calendar year they may be granted another one with supervisor approval.
- c. Agreements can be set for a period of 3, 6, or 12-months.
- d. All agreements must be completed within a 12-month period from the date of signing. No agreement should extend beyond that duration.

2. Initial Payment Requirement

- a. To initiate a service agreement the customer must pay a minimum of 50% of the total balance upfront if balance is less than \$500. If balance is greater than \$500 a minimum of 30% of the balance is due upfront. Any amount less than the minimum must be approved by a supervisor.
- b. The agreement cannot be made without this payment and a completed agreement.
- c. The agreement must be completed in person at our office located at:
601 E. Main Street, Johnson City, TN 37601.

3. After-Hours Agreements

In some cases where service is being restored outside of normal business hours, the following applies:

- a. The customer must sign an agreement provided by the on-site line maintenance worker responsible for restoring service.
- b. The full balance on the account, plus a \$75.00 after-hours service fee, must be paid in full by 10:00 AM the next business day.
- c. If payment is not received by 10:00 AM, service will be disconnected again and an additional \$75.00 service fee will be added to the account.
- d. The line maintenance worker must provide a copy of the signed agreement to the Customer Service division by the next business day to:
 - Update the customer's account
 - Apply the appropriate service fees.
 - Verify that the full payment has been received per the agreement terms.

Customer service representatives are responsible for confirming receipt of the agreement and process the charges accordingly.

4. Broken Agreement

- a. If a customer breaks their agreement (examples include: failure to pay, late payment, or paying less than agreement amount and/or current due amount), they are not eligible to enter into a new agreement for one full calendar year from the date the agreement

was broken.

- b. Additionally, the customer will be responsible for the entire past due balance plus a \$50 delinquent fee should they be placed on the cutoff list.
- c. The customer's account must be notated of any broken agreements.

5. Customer Service Representative Role

- a. Verify customer is eligible for an agreement.
- b. Select an agreement length/amount based on total amount due and financial need.
- c. Ensure minimum initial payment has been paid on account.
- d. Notate any agreement breach on customer account.
- e. Any deviation from original agreement must be approved by supervisor and notated on account.
- f. All agreement information should be sent to the designated customer service representative in charge of tracking and maintaining agreement files.

WATER & SEWER SERVICES DEPARTMENT

Termination of Inactive Delinquent Accounts

Accounts that are delinquent and show no usage or activity for a period of two (2) consecutive months may be subject to termination by Johnson City Water & Sewer Services.

- Inactive delinquent accounts are defined as accounts with an outstanding balance and no recorded water usage during the two-month period.
- Accounts that are delinquent but have usage will not be terminated under this policy. For accounts showing unauthorized usage or suspected illegal hookups, refer to the Meter Tampering Policy.

1. Procedure for Termination

1. Accounts will be reviewed individually to determine eligibility for termination under this policy.
2. Prior to termination, customer will have received standard mailed delinquency notifications, which include notice of potential service disconnection for non-payment.
3. No separate or final notice will be issued specifically for account termination under this policy.
4. If an account meets the criteria (delinquent + no usage for 2 months), Water & Sewer Services may proceed with account termination.

2. Restoration of Service

To restore service after an account has been terminated under this policy, the customer must:

- Pay all outstanding delinquent balances in full, and
- Pay a new full deposit, as determined by the current deposit policy.

3. Additional Considerations

- This policy is intended to maintain the integrity of the water and sewer system and prevent unauthorized use.
- Each account is evaluated on a case-by-case basis to ensure fairness and proper application of the policy.

WATER & SEWER SERVICES – JOHNSON CITY, TN

Transfer of Balance/Collections for Delinquent Accounts

To establish a consistent and efficient process for handling delinquent accounts that remain unpaid after service termination and final billing. This policy ensures recovery of outstanding balances either through internal account transfers or referral to a third-party collections agency.

Policy Statement

Once an account has been terminated and a final bill has been issued, Johnson City Water & Sewer Services will initiate the following steps for unpaid balances:

1. Due Date Monitoring

- a. The due date on the final bill will serve as the deadline for payment.

2. Transfer of Balance to Active Account

- a. If the customer has another existing active account with the City of Johnson City Water & Sewer Services the unpaid balance will be transferred without notice to that account and listed as a "Previous Balance."
- b. The customer will be responsible for resolving the transferred balance in accordance with the payment terms of the active account.

3. Initiating Collections Process

- a. If no other active account exists under the customer's name, a Collections Warning letter will be mailed to the last known address on file within two (2) business days of the missed final bill.
- b. This letter will notify the customer of the intent to submit the unpaid balance to a collections agency.
- c. The letter will include a final payment deadline (approximately 3 weeks from the mailing date).

4. Referral to Collections

- a. If payment is not received by the date stated in the letter, the delinquent account will be immediately referred to the City's contracted collections agency.

Enforcement

This policy will be enforced by the Water & Sewer Services Billing Division. Exceptions may only be made with approval of the Customer Service Supervisor or Customer Service Manager.

WATER & SEWER SERVICES DEPARTMENT

Termination of Inactive Delinquent Accounts

Accounts that are delinquent and show no usage or activity for a period of two (2) consecutive months may be subject to termination by Johnson City Water & Sewer Services.

- Inactive delinquent accounts are defined as accounts with an outstanding balance and no recorded water usage during the two-month period.
- Accounts that are delinquent but have usage will not be terminated under this policy. For accounts showing unauthorized usage or suspected illegal hookups, refer to the Meter Tampering Policy.

1. Procedure for Termination

1. Accounts will be reviewed individually to determine eligibility for termination under this policy.
2. Prior to termination, customer will have received standard mailed delinquency notifications, which include notice of potential service disconnection for non-payment.
3. No separate or final notice will be issued specifically for account termination under this policy.
4. If an account meets the criteria (delinquent + no usage for 2 months), Water & Sewer Services may proceed with account termination.

2. Restoration of Service

To restore service after an account has been terminated under this policy, the customer must:

- Pay all outstanding delinquent balances in full, and
- Pay a new full deposit, as determined by the current deposit policy.

3. Additional Considerations

- This policy is intended to maintain the integrity of the water and sewer system and prevent unauthorized use.
- Each account is evaluated on a case-by-case basis to ensure fairness and proper application of the policy.

2.5 CUSTOMER & EMPLOYEE INTERACTIONS

WATER & SEWER SERVICES DEPARTMENT

Verbal Abuse

Purpose

The purpose of this policy is to ensure a safe, respectful, and professional environment for employees of the Johnson City Water & Sewer Services Department while continuing to provide courteous and effective service to all customers. **Verbal abuse toward employees will not be tolerated.**

Policy Statement

Johnson City Water & Sewer Services is committed to maintaining a workplace free from harassment, intimidation, and verbal abuse. While employees are expected to treat all customers with professionalism and respect, customers are equally expected to communicate in a civil manner as well.

Verbal abuse may result in the termination of the interaction and, in certain cases, additional restrictions on service access when necessary.

For quality assurance and employee safety purposes, customer interactions—including telephone calls—may be monitored or recorded.

Definition of Verbal Abuse

Verbal abuse includes, but is not limited to:

- Use of profanity directed at a City of Johnson City employee
- Personal insults, name-calling, or derogatory remarks
- Threats of harm (physical, legal, or reputational)
- Yelling, screaming, or aggressive tone intended to intimidate
- Discriminatory or harassing language related to race, gender, religion, etc.
- Repeated interruptions or refusal to allow the employee to speak

Employee Response Procedure

When a customer engages in verbally abusive behavior, employees should follow these steps:

1. De-escalation Attempt
 - Remain calm and professional
 - Politely request respectful communication
 - Example: *"I want to help you, but I need us to keep this conversation respectful."*
2. Warning
 - If behavior continues, issue a clear warning
 - Example: *"If the language continues, I will have to end this call/interaction."*
3. Termination of Interaction
 - If the behavior by the customer persists after a warning:
 - Inform the customer that the interaction is being ended
 - Disconnect the call or end the in-person interaction
4. Escalation (if applicable)
 - Refer the situation to the respective City of Johnson City supervisor if necessary
 - Supervisors may determine if further action is warranted

In-Person Interactions at City Hall

Customers conducting business in person are expected to behave in a respectful and orderly manner while on City property.

Any customer who engages in abusive, threatening, harassing, or disruptive behavior may be directed to leave the City Hall offices. Customers who refuse to leave when instructed may be escorted from the premises by the Johnson City Police Department. Threats of violence or other unlawful conduct may result in immediate law enforcement involvement.

Documentation Requirements

Incidents of verbal abuse shall be documented in the customer account notes, including:

- Date and time of incident
- Summary of behavior and language used
- Actions taken by employee
- Whether a warning was issued
- Whether the interaction was terminated

Repeat Offenders of Verbal Abuse

Customers who repeatedly engage in abusive behavior may be subject to additional measures, including:

- Requirement to communicate only in writing
- Restriction to supervisor-level contact
- Issuance of formal warning letters
- Coordination with legal or law enforcement if threats are made

Employee Support

Supervisors are responsible for:

- Supporting employees in enforcing this policy
- Reviewing documented incidents
- Intervening when necessary
- Ensuring employees are not required to tolerate abusive behavior

City of Johnson City employees will not be disciplined for ending an interaction in accordance with this policy.

Public Communication

This policy shall be communicated to customers either by:

- Utility bills or inserts
- Website postings
- Signage in customer service areas

2.6 UTILITY SERVICE CONNECTIONS

WATER & SEWER SERVICES DEPARTMENT

Water & Sewer Connection Fees

Purpose

To establish a standardized process for the application, payment, tracking, and installation of water and sanitary sewer connections, and to ensure consistency in the assessment of connection fees.

Policy Statement

All customers requesting a new water and/or sewer connection must complete the required application process, pay applicable connection fees, and comply with all procedures outlined by the Johnson City Water & Sewer Services Department prior to installation.

Procedure

1. Application Requirements
 - Customer must complete:
 - A Water & Sewer Service Application, and
 - A Connection Request Form
 - Applications must include all required property and contact information
2. Payment of Connection Fees
 - Connection fees must be paid **in full at the time of application—no exceptions.**
 - Fees are determined by:
 - Type of service requested:
 - Water
 - Sewer
 - Both
 - Water meter size and connection type
 - Property location:
 - Inside City of Johnson City Limits
 - Outside City of Johnson City Limits
 - Applicable fees are established in the City's adopted rate schedules and posted on the City of Johnson City website:
 - Inside City of Johnson City Limits Fee Schedule
 - Outside City of Johnson City Limits Fee Schedule
3. Connection Order Entry
 - The Customer Service Representative (CSR) shall:
 - Enter the connection order into the utility billing system
 - Enter the request into the connection tracking program/database for City staff
4. Customer Documentation
 - The customer will receive copies of:
 - Service Application
 - Connection Request Form

- Connection Confirmation Slip
 - Connection Marker Card
 - Connection Marker Card:
 - Indicates the customer's requested connection placement location
 - Placement is not guaranteed, but City of Johnson City staff will attempt to install the connection as close as reasonably possible based on field conditions
5. Work Order Processing
- A copy of the connection order is automatically generated from the utility billing system and provided to the Customer Service Maintenance Office
 - Maintenance staff are responsible for:
 - Entering the connection order into OpenGov (Cartegraph) (work order system)
6. Connection Installation
- The Line Maintenance & Construction Division of the department is responsible for:
 - Scheduling
 - Installation of the connection
 - Discussions with the customer on status
 - Estimated Lead Time:
 - Typically, 6 to 8 weeks, but may be higher due to:
 - Workload by City staff
 - Weather conditions
 - Material and supply availability
7. Completion & Account Setup
- Upon completion of Installation:
 - Line Maintenance staff will notify Meter Reading staff
 - Meter Reading will:
 - Verify installation
 - Establish a new active customer account for the property in the utility billing system software

Connection Fee Summary

Additional pricing information is available on the City of Johnson City website.

A. Water Connection Fees

Inside City Limits (examples):

- 5/8" Meter: \$1,030
- 1" Meter: \$1,240
- 2" Meter: \$2,660
- 4" Meter: \$6,940
- Larger connections: Cost-based (labor, materials, overhead)

Outside City Limits (examples):

- 5/8" Meter: \$1,270
- 1" Meter: \$1,540

- 2" Meter: \$3,110
- 4" Meter: \$8,630
- Larger connections: Cost-based

B. Sanitary Sewer Connection Fees

Inside City Limits (examples):

- Single Family Residence: \$2,330
- Multi-Unit Developments:
 - \$2,330 first unit
 - Tiered pricing for additional units
- Non-residential ($\leq 10,000$ sq ft): \$2,330
- Larger or specialized uses: Tiered or cost-based

Outside City Limits (examples):

- Single Family Residence: \$3,100
- Multi-Unit Developments:
 - \$3,100 first unit
 - Tiered pricing for additional units
- Non-residential ($\leq 10,000$ sq ft): \$3,100
- Larger or specialized uses: Tiered or cost-based

C. Additional Notes

- Fees vary by capacity, usage type, and development classification
- Certain projects (e.g., subdivisions with pre-installed infrastructure) may qualify for adjusted rates
- On-site pump systems require:
 - Evaluation
 - Written approval
 - Notarized agreement

Responsibilities

- Customer Service Division
 - Application intake from customer
 - Fee collection
 - Order entry
 - Customer communication
- Customer Service Maintenance Office
 - Work order entry into OpenGov (Cartegraph)
- Line Maintenance & Construction
 - Connection installation
 - Customer communication on connection status
- Meter Reading Division
 - Account setup in utility billing system after installation

Enforcement

Failure to complete the application process or remit full payment shall result in denial or delay of the connection installation.

Effective Date

This policy is effective upon adoption and aligns with the **FY 2026 Rate & Connection Fee Schedules**.

3. RECORDS & RETENTION



Municipal Technical Advisory Service
INSTITUTE *for* PUBLIC SERVICE

07/07/2025

Published on *MTAS - Serving Tennessee City Officials* (<https://www.mtas.tennessee.edu>)

Utilities (Billing and Collection)

Dear Reader:

The following document was created from the Municipal Technical Advisory Services website ([mtas.tennessee.edu](https://www.mtas.tennessee.edu)). This website shares information relative to Tennessee municipal government. We hope this information will be useful to you and that it will assist you with questions that arise in your tenure in municipal government. However, the *Tennessee Code Annotated* and other relevant laws or regulations should always be consulted before any action is taken based upon the contents of this document.

The Municipal Technical Advisory Service (MTAS) was created in 1949 to provide technical assistance to elected and appointed municipal officials in Tennessee. We are a resource for Tennessee municipal officials in areas of municipal government, human resources, finance, fire, legal, police, public works, water, and wastewater. We provide personal and professional knowledge growth opportunities on current issues within municipal government.

The University of Tennessee
Municipal Technical Advisory Service
1610 University Avenue
Knoxville, TN 37921-6741
www.mtas.tennessee.edu

Table of Contents

Utilities (Billing and Collection) 3

Utilities (Billing and Collection)

Reference Number: MTAS-702

Reviewed Date: 06/03/2025

UTILITIES (Billing and Collection) RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authorization/ Rationale
S-1. Application for Service. Customer request for service, including name, address, phone, services, and signatures.	Retain 3 years after service is discontinued but may want to keep in electronic format longer in case customer returns to service.	Keep in case of billing errors. Tennessee courts have allowed utilities to back bill customers 3 years.
S-2. Audit Reports. Independent audit of financial records.	Permanent record.	Recommended by comptroller in Internal Control and Compliance Manual for Tennessee Municipalities.
S-3. Billing Adjustment Reports. Customer names and adjustment information.	Retain 3 years.	Keep in case of billing errors. Tennessee courts have allowed utilities to back bill customers 3 years.
S-4. Billing Stubs. Collection stubs of accounts paid.	Retain 3 years.	Keep in case of billing errors. Tennessee courts have allowed utilities to back bill customers 3 years.
S-5. Billing Register. Listing of monthly customer billings (account number, amount, etc.).	Retain 7 years. If record kept in electronic format, the paper copy may be destroyed after audit.	Keep to help resolve billing disputes with customers.
S-6. Collection Agency	Retain 7 years.	Keep to help resolve

UTILITIES (Billing and Collection) RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authorization/ Rationale
Reports. Listing of accounts turned over for collection and how resolved.		billing disputes with customers.
S-7. Complaints by Customers. Records of meter rechecks, billing inquiries, service problems, etc.	Retain 5 years.	Keep in case of litigation.
S-8. Deposits from Customers. Customer name, date, services, amount of deposit.	Retain 3 years after service is discontinued and deposit applied or refunded.	Keep in case of billing errors. Tennessee courts have allowed utilities to back bill customers 3 years.
S-9. Disconnection Notices. Notice to discontinue service after non-payment of bill.	Retain 3 years.	Keep in case of billing errors. Tennessee courts have allowed utilities to back bill customers 3 years.
S-10. General Ledger. Financial information of utility. (Also see F-14 and F-21.)	Permanent record. If maintained in electronic format may destroy paper record after 7 years. NOTE: The Tennessee State Library and Archives does not favor keeping permanent records in electronic format.	Recommended by comptroller in Internal Control and Compliance Manual for Tennessee Municipalities.
S-11. Meter Reading Records. Meter sheets or printouts from hand-held devices.	Retain 3 years.	Keep in case of billing errors. Tennessee courts have allowed utilities to back bill customers 3 years.

UTILITIES (Billing and Collection) RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authorization/ Rationale
S-12. Meter Records. Size, type, meter number, dates service began and ended, serial number.	Retain 1 year after meter is retired and disposed of.	Keep to aid in settling billing disputes involving the accuracy of the meter.
S-13. Meter Tests/Repairs. Record of any meter testing and any repairs.	Retain 1 year after meter is retired and disposed of.	Keep to aid in settling billing disputes involving the accuracy of the meter.
S-14. Rate Schedules. Listing of rates for utility services.	Permanent record.	Keep for historical purposes.
S-15. Tap Records. Including when tap installed, size, location.	Permanent record.	Keep for historical purposes.
S-16. Work Orders for Customer Service. Detail of meter number, installation date, readings, etc.	Retain 3 years.	Keep in case of billing errors. Tennessee courts have allowed utilities to back bill customers 3 years.

Source URL: <https://www.mtas.tennessee.edu/reference/utilities-billing-and-collection>



Municipal Technical Advisory Service
INSTITUTE *for* PUBLIC SERVICE

07/07/2025

Published on MTAS – Serving Tennessee City Officials (<https://www.mtas.tennessee.edu>)

Utilities (Operation and Maintenance)

Dear Reader:

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The University of Tennessee
Municipal Technical Advisory Service
1610 University Avenue
Knoxville, TN 37921-6741
www.mtas.tennessee.edu

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Utilities (Operation and Maintenance) 3
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Utilities (Operation and Maintenance)

Reference Number: MTAS-703

Reviewed Date: 06/03/2025

UTILITIES (Operation and Maintenance) RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
T-1. Bacteriological Records. Records indicating disinfection of mains, tanks, filters, wells.	*Retain 5 years.	Tennessee Rules and Regulations 0400-45-01.20 (a)
T-2. Complaint Logs.	*Retain 5 years.	Tennessee Rules and Regulations 0400-45-01.20 (h)
T-3. Daily Worksheets and Shift Logs.	*Retain until next sanitary survey.	Tennessee Rules and Regulations 0400-45-01.20 (g).
T-4. Facility maintenance Records.	*Retain 5 years.	Tennessee Rules and Regulations 0400-45-01.20 (h).
T-5. Flush and Free Chlorine Residual for New Taps Where Main Is Uncovered. Measurement of.	*Retain until next sanitary survey or 3 years.	Tennessee Rules and Regulations 0400-45-01-.17 (32)
T-6. Lead and Copper. Original records of all sampling data and analyses, reports, surveys, letter, evaluations, schedules, state determinations, and any other information required by Tenn. Admin. Rules 1200-5-1-.33(2) through (9).	*Retain for 12 years.	Tennessee Rules and Regulations 0400-45-01.20 (j)
T-7. Underground Utilities, Location of. Record of location of all underground utilities maintained by the city. NOTE: Under T.C.A. § 65-31-105, the city must record location of utilities with county, listing where facilities are located and the name, title, address, and telephone number of operator's representative. The county keeps this record permanently.	Permanent record.	These records allow the city to know the location and history of its underground facilities.

*Indicates a mandatory retention period based on state and federal law

Source URL: <https://www.mtas.tennessee.edu/reference/utilities-operation-and-maintenance>

4. INTERLOCAL AGREEMENTS

AGREEMENT

This Agreement made and entered into as of the dates shown below, by and between the BLOUNTVILLE UTILITY DISTRICT, hereinafter referred to as "BLOUNTVILLE", and the CITY OF JOHNSON CITY, hereinafter referred to as "JOHNSON CITY".

WHEREAS, BLOUNTVILLE operates a water distribution system in Sullivan County, Tennessee, and JOHNSON CITY operates a sewer system with customers who obtain their water service from Blountville, and,

WHEREAS, the parties are desirous of entering into an agreement whereby BLOUNTVILLE would discontinue the water services for any customer of JOHNSON CITY who fails to pay their sewer bill to JOHNSON CITY.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) cash, the receipt of which is hereby acknowledged, and the further consideration of the mutual benefits accruing to each, the parties hereto agree as follows:

1. That BLOUNTVILLE agrees to discontinue the water service to any customer of JOHNSON CITY who fails to pay JOHNSON CITY'S sewer bill. The discontinuance of said water service will occur after the 20th of the month upon condition that JOHNSON CITY will furnish written notice to BLOUNTVILLE of the customers who have failed to pay said sewer bill.
2. BLOUNTVILLE will restore service upon the customer's producing an authorized receipt of payment to JOHNSON CITY and payment of a service fee to BLOUNTVILLE of \$25.00. Restoration of service shall occur on the same date that customer shows an authorized receipt of payment to Johnson City and makes payment of the service fee to Blountville, if such occurs before 4:30 p.m.

BLOUNTVILLE UTILITY DISTRICT
OF SULLIVAN COUNTY

BY: _____
PRESIDENT

CITY OF JOHNSON CITY

BY: _____
MAYOR

STATE OF TENNESSEE
COUNTY OF _____

Before me, a Notary Public in and for the said State and County, personally appeared _____, with whom I am personally acquainted, or whose identity was proven to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be the President of the Blountville Utility District of Sullivan County, the within named bargainor, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Blountville Utility District of Sullivan County by himself/herself as such officer.

WITNESS my hand and official seal at office in the State and County aforesaid on this the ____ day of _____, 2009.

NOTARY PUBLIC

My Commission Expires: _____

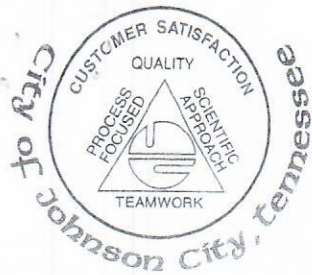
STATE OF TENNESSEE
COUNTY OF WASHINGTON

Before me, a Notary Public in and for the said State and County, personally appeared _____, with whom I am personally acquainted, or whose identity was proven to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be the Mayor of the City of Johnson City, a Municipal Corporation, the within named bargainer, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Johnson City, a Municipal Corporation by himself/herself as such officer.

WITNESS my hand and official seal at office in the State and County aforesaid on this the ____ day of _____, 2009.

NOTARY PUBLIC

My Commission Expires: _____



City of Johnson City, Tennessee

Department of Water and Sewer Services

May 3, 2007

ADMINISTRATION

601 East Main Street
P.O. Box 2150
Johnson City, Tennessee 37605
Phone: 423-434-6062
Fax: 423-461-1657
h2oadmin@johnsoncitytn.org

CUSTOMER SERVICE/ BILLING / METER READING

601 East Main Street
P.O. Box 2150
Johnson City, Tennessee 37605
Phone: 423-461-1640
Fax: 423-434-6087
h2osrvc@johnsoncitytn.org

ENGINEERING CONNECTIONS & EXTENSIONS

901 Riverview Road
P.O. Box 2466
Johnson City, Tennessee 37605
Phone: 423-461-1646
Fax: 423-975-2653
h2oengin@johnsoncitytn.org

LINE MAINTENANCE & CONSTRUCTION

901 Riverview Road
P.O. Box 2466
Johnson City, Tennessee 37605
Phone: 423-461-1645
Fax: 423-975-2619
h2olmc@johnsoncitytn.org

WATER PLANT / WASTEWATER TREATMENT PLANTS & FACILITY MAINTENANCE

857 Riverview Road
P.O. Box 2466
Johnson City, Tennessee 37605
Phone: 423-461-1642
Fax: 423-975-2612
h2ofm@johnsoncitytn.org

CIP MANAGEMENT

203 Dalewood Drive
P.O. Box 2466
Johnson City, Tennessee 37605
Phone: 423-975-2622
Fax: 423-975-2653
bigguy@preferred.com

Mr. Paul Frye
City Attorney
City of Bluff City
661 Railroad Street
Bluff City, TN 37618

Re: Cut-Off Agreement

Dear Mr. Frye:

Please find enclosed the original executed copy of the referenced agreement. If you have questions, or I can provide additional information, please do not hesitate to call.

Sincerely,

Tom Witherspoon
Director
Water and Sewer Services

TW:cp

Enclosure

Xc: James H. Epps, IV
Greg Slemph
Rusty Lowe
File

THIS AGREEMENT, made and entered into as of the 19th day of April, 2007, by and between the **CITY OF JOHNSON CITY, TENNESSEE**, a Tennessee municipal corporation (hereinafter "Johnson City"), and the **CITY OF BLUFF CITY, TENNESSEE**, a Tennessee municipal corporation (hereinafter "Bluff City")

WITNESSETH

WHEREAS, Johnson City operates a water distribution system in a portion of Sullivan County, and Bluff City operates a sanitary sewer collection system in the same area; and

WHEREAS, in order to protect the public health and to assure the payment of bonds issued for sewer purposes, Tennessee Code Annotated Section 7-35-201(6)(A) authorizes municipalities to enter into contracts to disconnect water service to sewer customers who fail or refuse to pay sewer service, and not to reestablish water service for such customers until all past due sewer service charges owed by such customers have been paid; and

WHEREAS, Bluff City has asked Johnson City to enter into such a contract, and Johnson City is willing to do so.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties, and in accordance with Tennessee Code Annotated Section 7-35-201(6)(A), Johnson City and Bluff City hereby agree as follows:

1. Upon the written request of Bluff City, Johnson City will allow Bluff City to discontinue water service to any sewer customer of Bluff City who fails or refuses to pay for such sewer service after due notice to such customer by Bluff City.
2. Bluff City will notify Johnson City when such water service has been discontinued, and water service will not be reestablished until such time as Bluff City notifies Johnson City that all past due sewer service charges owed by such customer have been paid.
3. Bluff City will assume all responsibility for notifying customers of any pending discontinuance of water service.

4. To the fullest extent permitted by law, Bluff City will indemnify and hold harmless Johnson City, and its commissioners, officers and employees, from any and all claims, loss, lawsuits, liability, damages and expenses (including reasonable attorney's fees) which might rise, directly or indirectly, as a result of any actions taken by Johnson City under this Agreement.
5. This agreement will renew annually on its effective date of execution, unless either party notifies the other of cancellation 30 days in advance.
6. Fees for restoration for terminated service will be collected by the party performing the field work.
7. By signing below, each party represents that this Agreement has been authorized by a resolution duly passed by its governing body.

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized officers in duplicate originals.

CITY OF JOHNSON CITY, TENNESSEE

By: Stephen M. Darden
Stephen M. Darden, Mayor

ATTEST:

Janet Jennings
Janet Jennings, City Recorder

Approved as to Form and Legality:

James H. Epps, IV
James Epps, IV, City Staff Attorney

CITY OF BLUFF CITY, TENNESSEE

By: Robert W. Jones

ATTEST:

Judy A. Burlingame

Approved as to Form and Legality:

J. Paul Frye
Paul Frye, City Attorney



THE CITY OF BRISTOL, TENNESSEE
801 Anderson Street
P. O. Box 1189
Bristol, Tennessee 37621-1189

Department of Utility Services

Telephone: (423) 989-5566
Facsimile: (423) 989-5695
Email: mquickel@bristoltn.org

July 5, 2024

Mr. Tom Witherspoon
Director of Water and Sewer Services
City of Johnson City
P.O. Box 2150
Johnson City, Tennessee 37606-2150

RE: FY2025 Wastewater Treatment Rate Adjustment

Dear Mr. Witherspoon:

In accordance with our wastewater treatment agreement, the city is preparing to adjust the treatment rate for sanitary sewer flows from the City of Johnson City. Effective with the July 2024 billing, the new rate will be \$2.99 per 1,000 gallons of wastewater flow. As you may recall, the agreement provides for the rate to be adjusted annually to reflect an inflation factor. This adjustment is tied to the Municipal Cost Index as provided by *American City & County*. Calculations based on the December 2023 data equate to an MCI rate increase of 1.68% from the December 2022 MCI rate (see attached).

Please contact me if you have any questions or need additional information.

Sincerely,

Mark Quickel
Director of Utility Services

C: Hollie Verran, Director of Finance
Blake McCracken, Utility Maintenance Superintendent

The **Municipal Cost Index (MCI)**, developed exclusively by *American City & County*, is designed to show the effects of inflation on the cost of providing municipal services. State and local government officials rely on *American City & County's* Municipal Cost Index to stay on top of price trends, monitor price increases for commodities, make informed government contract decisions and plan budgets intelligently. Since 1978, readers have loyally referred to the Municipal Cost Index to determine the cost of inflation and, hence, the rising cost of doing business as a local government.

On this page is archive of the Municipal Cost Index data for 2023.

Month (2023)	Municipal Cost Index (MCI)	MCI Yr-Yr % Change	Construction Cost Index (CCI)	CCI Yr-Yr % Change	Consumer Price Index (CPI)	CPI Yr-Yr % Change	Producer Price Index (PPI)	PPI Yr-Yr % Change
Jan	308.41	6.27%	348.66	5.98%	300.54	6.60%	259.90	6.41%
Feb	308.49	4.64%	348.86	4.86%	301.65	6.15%	258.65	2.30%
Mar	308.15	3.05%	349.01	3.84%	301.81	4.90%	257.02	-0.76%
Apr	309.00	2.21%	349.99	3.07%	302.92	4.94%	257.38	-2.75%
May	308.87	0.62%	351.78	2.57%	303.29	4.06%	253.95	-7.05%
Jun	309.62	-0.79%	353.37	2.04%	303.84	2.88%	253.70	-10.15%
Jul	310.71	0.29%	355.98	2.24%	304.35	3.07%	253.30	-6.75%
Aug	313.12	1.23%	357.49	2.61%	306.27	3.60%	257.57	-4.29%
Sept	314.13	1.42%	357.91	2.73%	307.48	3.61%	259.19	-3.75%
Oct	313.30	1.38%	358.33	2.82%	307.62	3.21%	255.46	-3.67%
Nov	313.15	1.48%	358.87	2.97%	307.92	3.21%	253.81	-3.58%
Dec	312.26	1.68%	358.87	2.95%	308.85	3.60%	249.59	-3.29%



City of Johnson City Tennessee

601 East Main Street • P.O. Box 2150 • Johnson City, TN 37605-2150 • 423/ 434-6009

OFFICE OF THE STAFF ATTORNEY

MEMORANDUM

TO: Charlie Harmon
Interim City Manager

FROM: James D. Culp *JDC*
City Staff Attorney

DATE: April 26, 2001

SUBJECT: Agreement To Terminate Water Services

APPROVED - DISAPPROVED
BY CITY COMMISSION
DATE

APPROVED - DISAPPROVED
BY CITY COMMISSION

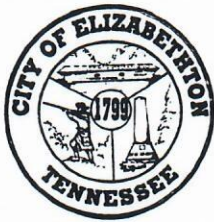
DATE 5/3/01
Ceh

I'm transmitting, attached to this memorandum, the proposed agreement between Elizabethton and Johnson City for whereby Elizabethton would discontinue water services to any customer of the Johnson City sewer system who fails to pay their sewer bill, which I believe that the Board of Commissioners has previously approved in principle.

If the Commission would consider authorizing the Mayor to execute this agreement, at its May 3rd meeting or as soon as possible thereafter, I would be most appreciative.

Please do not hesitate to contact me if you have any further questions or comments.

JDC:lw
Attachments



CITY OF ELIZABETHTON CITY ATTORNEY'S OFFICE

136 S. SYCAMORE ST.
ELIZABETHTON, TN 37643-3328
(423) 547-6200

LIBRARY BUILDING
PHONE (423) 547-6250
FACSIMILE (423) 547-6253

March 20, 2001

Mr. James D. Culp, Staff Attorney
City of Johnson City
601 East Main Street
Johnson City, TN 37601

RE: Agreement to Terminate Water Services

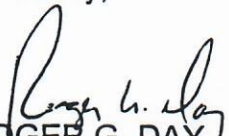
Dear Jim,

Enclosed herewith are the duplicate originals of the Agreement, which was presented to our City Council at the March 8, 2001 meeting. After you and I had corresponded on this the people in our respective public works departments had discussions and made a change to item 2 where by Johnson City will be doing the cut-offs and reconnections as they are now doing. Also all fees incidental to the cut-off and reconnection will be payable to Johnson City. We also made the change as per your suggestion to item 3.

When this has been approved by your City Commission and executed by the proper authorities, please return one to me and the procedure can then be implemented.

If you have any questions pertaining to this matter, please feel free to contact me.

Sincerely,


ROGER G. DAY

RGD:rhb

Enclosure

CC: Charles J. Stahl IV, City Manager
H. Bradley Moffitt, City Clerk/Finance Director
Ted Leger, Pubic Works Director
File

AGREEMENT

THIS AGREEMENT made and entered into on this the 8th day of March 2001 by and between **THE CITY OF ELIZABETHTON, TENNESSEE**, a municipal corporation with situs in Carter County, Tennessee, hereinafter referred to as "Elizabethton", and **THE CITY OF JOHNSON CITY, TENNESSEE**, a municipal corporation with situs in Washington County, Tennessee, hereinafter referred to as "Johnson City".

WITNESSETH:

WHEREAS, Elizabethton operates a water distribution system in Carter County, Tennessee and Johnson City operates a sewer system in an area where Elizabethton provides water service; and,

WHEREAS, Johnson City has requested that Elizabethton enter into this agreement whereby Elizabethton would discontinue water services to any customer of the Johnson City sewer system who fails to pay their sewer bill; and,

WHEREAS, Johnson City will be fully responsible for all notices required to be made to customers.

NOW, THEREFORE for and in consideration of the mutual benefits accruing to each the parties agree as follows:

1. That Elizabethton agrees to discontinue the water service to any customer of Johnson City failing to pay Johnson City's sewer bill. Johnson City will furnish to Elizabethton a listing of the customers who have failed to pay said sewer bill after the 10th of the month following the due date.

2. Johnson City will terminate the water service by locking the meters or other means and will be entitled to the payment of any service charge to restore such water service. Johnson City will notify Elizabethton when service has been terminated and likewise will notify Elizabethton when service has been restored.
3. Johnson City will assume all responsibility for the notification of customers and to the extent permissible under applicable law, will hold Elizabethton harmless from any and all damage and loss, actions or causes of actions, arising out of the termination of services to any customers.
4. This agreement shall not take effect until it has been approved by the governing bodies of both parties.

IN WITNESS WHEREOF the parties hereto have caused their official signatures to be attached to this agreement, executed in **DUPLICATE ORIGINALS**, with a copy being retained by each party on the day and year first above written.

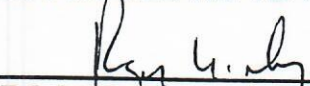
CITY OF ELIZABETHTON, TENNESSEE

BY: 
SAM J. LaPORTE, MAYOR

ATTEST:


H. BRADLEY MOFFITT, CITY CLERK

APPROVED AS TO FORM:


ROGER G. DAY, CITY ATTORNEY

CITY OF JOHNSON CITY, TENNESSEE

BY:

VANCE W. CHEEK, JR., MAYOR

ATTEST:

[Signature]
CITY RECORDER

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY
STAFF

STATE OF TENNESSEE
COUNTY OF CARTER

Personally appeared before me, the undersigned authority, a Notary Public in and for the State of Tennessee at Large, **SAM J. LAPORTE** with whom I am personally acquainted, or whose identity was proven to me on the basis of satisfactory evidence, and who upon his oath, acknowledged himself to be the duly elected **Mayor of the City of Elizabethton, Tennessee**, a municipal corporation, the within named bargainor, and that he as such Mayor being authorized so do to, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Elizabethton, Tennessee by himself as such Mayor.

WITNESS my hand and official seal at office in Elizabethton, Tennessee on this the 9th day of March 2001.

[Signature]
NOTARY PUBLIC AT LARGE

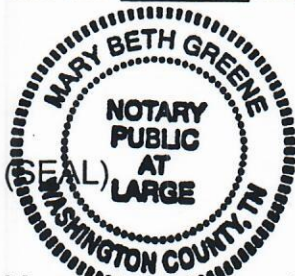
(SEAL)

My commission expires: April 14 2003

STATE OF TENNESSEE
COUNTY OF WASHINGTON

Personally appeared before me, the undersigned authority, a Notary Public in and for the State of Tennessee at Large, **VANCE W. CHEEK, JR.**, with whom I am personally acquainted, or whose identity was proven to me on the basis of satisfactory evidence, and who upon his oath, acknowledged himself to be the duly elected **Mayor of the City of Johnson City, Tennessee**, a municipal corporation, the within named bargainor, and that he as such Mayor being authorized so do to, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Johnson City, Tennessee by himself as such Mayor.

WITNESS my hand and official seal at office in Johnson City, Tennessee on this the 4th day of May 2001.



Mary Beth Greene
NOTARY PUBLIC AT LARGE

My commission expires: 10/27 2004

COPY
Has been Recorded

THIS AGREEMENT made and entered into on this the 15
day of June, 1988, by and between the SOUTH
ELIZABETHTON UTILITY DISTRICT, hereinafter referred to as
"SEUD"; and IDLEWYLDE PUBLIC UTILITY DISTRICT, hereinafter
referred to as "IDLEWYLDE", and the CITY OF JOHNSON CITY,
hereinafter referred to as "JOHNSON CITY".

WHEREAS, SEUD operates a water distribution system in
Carter County, Tennessee and IDLEWYLDE operates a sewer
system, and JOHNSON CITY has contracted with IDLEWYLDE to
treat sanitary sewage. All the customers of IDLEWYLDE are
also customers who obtain their water from SEUD; and

WHEREAS, the parties are desirous of entering into an
agreement whereby SEUD would discontinue the water services
for any customer of IDLEWYLDE who fails to pay their sewer
bill to either IDLEWYLDE or JOHNSON CITY.

W I T N E S S E T H:

NOW, THEREFORE, for and in consideration of the sum of
One Dollar (\$1.00) cash, the receipt of which is hereby
acknowledged, and the further consideration of the mutual
benefits accruing to each, the parties hereto agree as
follows:

1. The SEUD agrees to discontinue the water service to
any customer of IDLEWYLDE who fails to pay
IDLEWYLDE'S sewer bill. The discontinuance of said
water service will occur after the 20th of the month
upon condition that IDLEWYLDE or JOHNSON CITY will
furnish written notice to SEUD of the customers who
have failed to pay said sewer bill.

2. SEUD will restore service upon the customer producing an authorized receipt of payment to IDLEWYLDE or JOHNSON CITY and payment of a service fee to SEUD of _____ dollars.

IDLEWYLDE PUBLIC UTILITY DISTRICT
OF CARTER COUNTY

BY: Kenneth C. Tester
President

CITY OF JOHNSON CITY

BY: Walter Vest
Mayor

ELIZABETHTON UTILITY DISTRICT

BY: Olen C. Sato
President

State of Tennessee)
Washington County)

On this the 9th day of August, 1988,
before me personally appeared Kenneth C. Tester
_____ to me known to be
the persons described in and who executed the foregoing
instrument and acknowledged that they executed the same
as their free act and deed.

Witness my hand and official seal at office in said
State and County, this the date written above.

Georgia T. Miller
Notary Public

My Commission Expires May 1, 1990

State of Tennessee)
Washington County)

On this the 9th day of August, 1988,
before me personally appeared Kenneth C. Teator

_____ to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal at office in said
State and County, this the date written above.

Georgia T. Shuler

Notary Public

My Commission Expires May 1, 1990

**INTERLOCAL COOPERATION AGREEMENT
BY AND BETWEEN
CITY OF JOHNSON CITY, TENNESSEE
AND
ERWIN UTILITIES AUTHORITY**

THIS INTERLOCAL COOPERATIVE AGREEMENT (hereinafter referred to as "Agreement") is entered into pursuant to *Tennessee Code Ann.* §5-1-113 and §12-9-101, et seq., as of the date of the last party to sign below and is by and between THE CITY OF JOHNSON CITY, TENNESSEE, a Tennessee municipal corporation (hereinafter referred to as "COJC"), and ERWIN UTILITIES AUTHORITY, a Tennessee municipal energy authority (hereinafter referred to as "Authority").

I. RECITALS

WHEREAS, COJC operates a water distribution system in Unicoi County, Tennessee, and the Authority operates a sewer system with customers who obtain their water service from COJC; and

WHEREAS, the parties are desirous of entering into an agreement whereby COJC would provide their water service consumption readings monthly for any sewer customer of the Authority.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties do hereby agree, covenant, and stipulate as follows:

II. RECITALS EXPRESSLY INCORPORATED

The foregoing Recitals are expressly incorporated as part of this Agreement, and COJC and the Authority confirm and represent to one another that said Recitals are true and correct to the best of their knowledge, information, and belief.

III. PURPOSE

It is expressly understood that this Agreement is entered into for the purpose of setting forth terms and conditions to provide monthly water consumption readings for Unicoi County, Tennessee.

IV. TERMS AND AGREEMENT

1. **TERM:** The term of this Agreement shall commence upon the date of the last party's signature below and shall continue for one (1) year. Either party may cancel this Agreement by action of its governing body or its chief executive officer, which action shall be communicated to the other party in writing no later than one

hundred eighty days (180) days prior to the effective date of cancellation. Amendments to this Agreement may be proposed by either party and shall become effective upon the signature and date of the last party to sign the amendment(s).

2. **COJC RESPONSIBILITIES AND DUTIES:** COJC agrees to provide monthly water consumption of COJC customers receiving sanitary sewer service from the Authority. **COJC makes no warranty as to the accuracy of the consumption measured or readings provided outside of its control including weather related events, vandalism, obstructions by the customer preventing access to the water meter.** In these events, COJC will perform an estimated volume based on historical records. COJC will maintain meters and within a reasonable time period replace any meter not registering consumption due to mechanical issues.
4. **AUTHORITY RESPONSIBILITIES AND DUTIES:** The Authority agrees to compensate COJC for twelve months consumption record provided monthly at a rate of forty cents (\$0.40) per reading per sewer customer to be paid annually. The Authority will assume all responsibility for issues with customer leakage adjustments, non-payment and delinquency for sewer service. Disconnection of water service for non-payment or delinquency is not part of this agreement and will not be performed by COJC or the Authority.

V. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any and all prior agreements or understandings between them pertaining to providing monthly water consumption readings for Unicoi County. It is agreed that this Agreement may be modified only by a subsequent, written agreement, executed by both Parties.

VI. SEVERABILITY

If any one or more of the covenants, agreements, or provisions of this Agreement shall be found by any court of competent jurisdiction to be illegal, void, or unenforceable, then and in Any such event, to the extent thereof, this Agreement shall be construed as though said provision were not herein contained, so as to give full force and effect, as nearly as possible, to the original intent of the Parties hereto.

VII. NO PARTNERSHIP

Nothing contained in this Agreement shall be construed as in any way constituting a partnership between the COJC and the Authority.

VIII. PARTIES BOUND

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

ERWIN UTILITIES AUTHORITY

BY: Lee H Brown
Lee H. Brown, President & CEO

DATE: Dec. 23, 2022

CITY OF JOHNSON CITY

BY: Joseph C. Wise
Joseph C. Wise, Mayor

DATE: Dec. 15, 2022

Attest:

By: Randy Trivette
Randy Trivette, Johnson City Recorder

Approved to Form:

By: Sunny R. Sandos
Sunny R. Sandos, City Attorney

AGREEMENT

THIS AGREEMENT made and entered into on this the 14 day of NOVEMBER, 2000, by and between the TOWN OF UNICOI, TENNESSEE, hereinafter referred to as "Unicoi", and the CITY OF JOHNSON CITY, TENNESSEE, hereinafter referred to as "Johnson City".

WHEREAS, Johnson City operates a water distribution system in Unicoi County, Tennessee and Unicoi operates a sewer system, and Unicoi has certain sewer service customers who obtain their water service from Johnson City; and,

WHEREAS, the parties are desirous of entering into an agreement whereby Johnson City would discontinue the water services for any customer of Unicoi who fails to pay their sewer bill.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) cash, the receipt of which is hereby acknowledged, and the further consideration of the mutual benefits accruing to each, the parties hereto agree as follows:

1. Johnson City shall discontinue the water service to any customer of Unicoi who fails to pay Unicoi's sewer bill. The discontinuance of said water service will occur after the 20th of the month upon condition that Unicoi has furnished notice to Johnson City of the customers who have failed to pay their sewer bill.
2. Johnson City will restore service upon the customer producing an authorized receipt of payment to Unicoi and payment of a service fee to Johnson City of \$20.00 dollars or a larger amount upon approval by a duly enacted ordinance of Johnson City.

CITY OF JOHNSON CITY, TENNESSEE

BY: *Vance Cheek, Jr.*

MAYOR

TOWN OF UNICOI, TENNESSEE

BY: *Charles M. Hensley*

MAYOR

STATE OF TENNESSEE
COUNTY OF WASHINGTON

Before me, a Notary Public in and for the said State and County, personally appeared VANCE CHEEK, JR., with whom I am personally acquainted, or whose identity was proven to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Mayor of the City of Johnson City, a Municipal Corporation, the within named bargainer, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposed therein contained, by signing the name of the City of Johnson City, a Municipal Corporation by himself as such officer.

WITNESS my hand and official seal at office in the State and County aforesaid on this the 7th day of November, 2000.

Terri Mullenix-Jackson
NOTARY PUBLIC

My Commission Expires:

10/28/02

STATE OF TENNESSEE
COUNTY OF WASHINGTON

Before me, a Notary Public in and for the said State and County, personally appeared CHARLES HENSLEY, with whom I am personally acquainted, or whose identity was proven to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Mayor of the Town of Unicoi, a Municipal corporation, the within named bargainer, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Town of Unicoi, a Municipal Corporation by himself as such officer.

WITNESS my hand and official seal at office in the State and County aforesaid on this the 14 day of NOVEMBER, 2000.

Marcia V. Johnson
NOTARY PUBLIC

My Commission Expires:

July 7, 2003