

November 30, 2021

**VIA ELECTRONIC FILING AND OVERNIGHT COURIER**

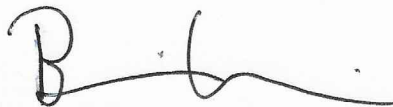
Mr. Walter L. Thomas, Secretary  
Alabama Public Service Commission  
100 North Union Street, Suite 850  
Montgomery, AL 36104

*Re: Docket 32553 – FOR APPROVAL OF TARIFF REVISIONS ADJUSTING RATES AND  
ADOPTION OF RATE STABILIZATION PLAN TO GOVERN FUTURE RATE ADJUSTMENTS.*

Dear Mr. Thomas:

Please accept for filing into Docket 32553 the attached approved tariff in accordance with the Order dated November 12, 2021 granting approval of a two year phase-in rate increase beginning January 1, 2022. If you have any questions, please do not hesitate to contact me at (312) 639-0754.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Francis", with a long horizontal flourish extending to the right.

Brian W. Francis  
Director, Financial Planning & Analysis  
Community Utilities of Alabama Inc.

Enclosure

cc: Tiffany Van Horn, President (CUA)  
Mark Wilkerson, Wilkerson & Bryan

**Community Utilities of Alabama Inc.**

COMMUNITY UTILITIES OF ALABAMA INC.

TARIFF

FOR

SEWER SERVICES IN

THE STATE OF ALABAMA

**Community Utilities of Alabama Inc.**

**INDEX TO TARIFF**

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# Community Utilities of Alabama Inc.

## SEWER SERVICE RATES

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### Residential

#### AVAILABILITY:

Sewer service is available to each single-family residence located within the service area certified by the Alabama Public Service Commission.

#### RATE:

	<u>Phase I</u>	<u>Phase II</u>
Effective Date	1/1/2022	1/1/2023
Residential Rate Per Month	\$69.60	\$73.49

Plus applicable local and state government imposed fees and revenue-based taxes.

**Community Utilities of Alabama Inc.**

**SEWER SERVICE RATES**

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**Recreational Vehicle Lots**

**AVAILABILITY:**

Sewer service is available to each single-family residence located within the service area certified by the Alabama Public Service Commission.

**RATE:**

	<u>Phase I</u>	<u>Phase II</u>
Effective Date	1/1/2022	1/1/2023
Recreational Rate Per Month	\$51.30	\$54.16

Plus applicable local and state government imposed fees and revenue-based taxes.

# Community Utilities of Alabama Inc.

## SEWER SERVICE RATES

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### Commercial

#### AVAILABILITY:

Sewer service is available to each commercial installation located within the service area certified by the Alabama Public Service Commission.

#### RATE:

Commercial rates are calculated for each Individual Applicant subject to Alabama Public Service Commission approval. Plus applicable local and state government imposed fees and revenue-based taxes.

#### PRESENT COMMERCIAL CUSTOMERS:

	<u>Phase I</u>	<u>Phase II</u>
Effective Date	1/1/2022	1/1/2023
Alabama Belle	\$1,403.59	\$1,482.04
Creek Side Lodge & Conference Center	\$234.34	\$247.43
McConnell Commercial Park	\$234.34	\$247.43
<i>McConnell Commercial Park also known as Interchange Business Park</i>		
Woodland Industrial Park	\$141.70	\$149.62
Auburn Legends	Set by Commercial Agreement approved by APSC on October 8, 2019, and amended on October 7, 2021, effective 1/1/2022 through 12/31/2023.	

Plus applicable local and state government imposed fees and revenue-based taxes.

**Community Utilities of Alabama Inc.**

**SEWER SERVICE RATES**

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**Vacant Lots**

**AVAILABILITY:**

Sewer service is available to each single family residence located within the service area certified by the Alabama Public Service Commission.

**RATE:**

	<u>Phase I</u>	<u>Phase II</u>
Effective Date	1/1/2022	1/1/2023
Vacant Lot Rate Per Month	\$15.48	\$16.34

Plus applicable local and state government imposed fees and revenue-based taxes.

## **Community Utilities of Alabama Inc.**

### **LOCAL AND STATE GOVERNMENT FEES AND REVENUE BASED TAXES**

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Cherokee County – only applies to premises within their jurisdiction – 4%

City of Leeds – only applies to premises within their jurisdiction – 3%

City of Trussville – only applies to premises within their jurisdiction – 3%

City of Ohatchee – only applies to premises within their jurisdiction – 3%

Permitting Authority (ADEM or ADPH) – applies to all Customers – 4%

Alabama Dept of Revenue – applies to all Customers – 2.2%

Public Service Commission Fee (estimated from formula) – applies to all customers – 0.285%



# Community Utilities of Alabama Inc.

## SUMMARY OF NON-RECURRING FEES

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**Transfer Fee** **\$50.00**

This charge is to cover the administration cost of re-establishing service upon a change of customer where service has previously been established.

**Re-connection Fee** **\$250.00**

This charge is for re-establishing service after disconnection for non-payment, failure to make a deposit, or customer's breach of the terms and conditions of service.

**Service Charge** **\$35.00**

This charge shall cover the cost of a company repair person sent to a consumer's premise at the customer's request when the trouble is found to be in the consumer's house piping.

**Late Payment Fee** **5% or \$5.00 after 10 days**

Each customer is billed monthly. Payment must be received within ten (10) days after the due date or account shall then be deemed delinquent. A monthly late payment penalty of five dollars or five percent (5%) of the delinquent bill amount, whichever is greater, will apply.

**Returned Check Fee** **\$35.00**

**Equipment Tampering Charge** **\$250.00**

**Illegal Connection Charge** **\$500.00**

# Community Utilities of Alabama Inc.

## INDEX OF RULES AND REGULATIONS

- I. Required of Customers:
  1. System Maintenance Fee
  2. Compliance with laws and rules and regulations
  3. Notification of Problems
  4. Application for Service
  5. Install Customer Components
  6. Customer ownership of Components
  7. Access to valve boxes and access lids
  8. Deposit or guarantee
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- II. Obligation of the Company
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  2. Right to disconnect service
  3. Cost of repair
  4. Requirement to protect the Company's equipment
  5. Customer operation and maintenance
  6. Sale of Company assets
  
- III. Requirements After Service Has Been Supplied
  1. Notification of Company of defect or trouble
  2. Company access to equipment
  3. Copies of rates, rules and regulations
  4. Billing
  5. Legally Binding Company
  6. Conflict with Rules and Regulations.
  
- IV. Definitions of Terms

# Community Utilities of Alabama Inc.

## I. Required by Consumer

1. Until such time that a Premise is constructed and occupied, a monthly System Maintenance Fee of \$ 11.78 per month is to be paid to the Company by the owner of each unoccupied lot or premise in the area served by the sewer system to maintain its readiness to provide future sewer service to the vacant lot or house.
2. It is understood that sewer service is provided by the Company which is a private utility and management entity operating under the laws of the State of Alabama. Connecting onto the Company's system obligates the Customer(s) to comply with all local, state and federal laws and in accordance with Company's Rules and Regulations.
3. The Customer shall give prompt notice of any difficulty, deficiencies or operating problems with the sewer service in order that prompt attention may be given to alleviate and repair the system and to mitigate any detriment to the public health.
4. The Customer shall complete the Company form to open an account for sewer service. The Customer shall inform the Company the earliest date sewer service shall be required. In no way shall the Company be held responsible for any delays in construction due to any conflict or delays in connecting onto the system. The Customer shall also be responsible to obtain any necessary permits from other authorities as applicable.
5. At the Customer's cost, customer shall install the lot components from the building plumbing to the connection point of the collection system. It is the responsibility of the Customer to insure that the lot components shall be in accordance with local building codes and inspected both by local authorities and the Company. The Customer shall notify the Company 48 hours in advance of the date the construction is to commence. The Customer shall assure that all connections and joints are in accordance with Company specifications and procedures.
6. All service components located within the property boundary, including the outfall line to the interceptor tank, the interceptor tank, pumps and outfall line to the property line is owned by the Customer. The Company is responsible only for the routine operation and maintenance of the Customer's components.
7. The Customer shall install a lockable water valve at the Customer's side of the water meter and the Company shall have exclusive right to close the valve for non-payment of services. However, the use of this valve does not in any way relieve the Customer of the obligation to pay for water service to the water service provider. In addition, the Customer(s) understands that if they fail to pay for services or operates and discharges wastewater harmful to the system, the

Company has the right to shut off the water or sewer service. The Customer(s) agree to indemnify and hold harmless the Company, its successors or assignees from any liability stemming from the disconnection of service.

## Community Utilities of Alabama Inc.

If the Customer fails to install a lockable water valve, the Company reserves the right to install a lockable water valve at its discretion on the Customer(s) side of the water meter.

8. The Customer shall insure that all valve boxes and access lids are fully visible and accessible by Company personnel. Access to the interceptor tank, its openings and appurtenances, and its associated piping for inspection, repair or other purposes shall be permitted by the Customer to authorized agents of the Company at all reasonable hours.
9. The Customer shall exercise proper care to protect the property of the Company located adjacent to the Customer's property. In the event of loss or damage to Company's equipment arising from neglect of the Customer to properly protect said equipment, the cost of repairs or replacement shall be the responsibility of the Customer.
10. A Customer that connects to the Company's Sewer System illegally or without properly notifying the Company shall be assessed a minimum fee of \$ 500 plus any fees or penalties provided by law.
11. If anyone shall tamper with the Company's equipment including the valve box and lockout valve a minimum fee of \$ 250 shall be assessed plus any civil penalties provided by law.
12. The Customer shall not allow the following prohibited materials from entering the sewer system. Any and all costs associated with repairs or damages to the sewer system caused by Customer's failure to abide with these prohibitions will be at the expense of the Customer including any legal or court costs and shall be paid within thirty (30) days from receipt.

Coffee grinds	Dental floss	Kitty Litter	Tampons
Disposal diapers	Sanitary napkins	Cigarette butts	Condoms
Fats, grease or oil	Paper towels	Paints	Varnishes
Thinners	Motor oil	Pesticides	Fuels
Photographic solutions	Septic Tank Additives		

and any materials meeting the following:

### A. GENERAL:

- a. No storm water from pavements, area roads and ways, roof runoff water, foundation drains, subsurface drains, water from springs, cooling water, basement sump pump discharge, photographic developing or processing chemicals, unpolluted industrial or commercial process water, or other sources shall be discharged into the Company's sewer system.

## Community Utilities of Alabama Inc.

- b. When expressly authorized by the Company. Normal household shredded garbage from the kitchen residential garbage disposal is permitted.
- B. DISCHARGE:

**No person shall cause or permit to be discharged into the Company's wastewater sewage system any toxic substance or waste having any of the following characteristics:**

- a. Waste containing any gasoline, naphtha, fuel, oil or other liquids, solids or gases which by reason of their nature or quality may cause fire or explosion or be in any other way injurious to persons, the structures of the wastewater sewage system or its operation.
- b. Wastewater containing any photographic developing or processing fluids or chemicals.
- c. Waste having a temperature in excess of 120 Degrees Fahrenheit or lower than 20 Degrees Fahrenheit.
- d. Washes having a pH lower than 6.0 or higher than 9.0 having any corrosive property capable of causing damage or hazards to structures, components, equipment or personnel of the wastewater sewage system.
- e. Waste containing any noxious or malodorous gas or substance that either singly or by interaction with sewage or other waste is likely, in the opinion of the appropriate governmental authority or the Utility, to create a public nuisance or hazard to life or prevent entry to sewers for their maintenance or repair.
- f. Waste containing ashes, cinders, sand, mud, straw, shavings, metal, paint, glass, rags, feathers, tar, plastic, wood, cotton or other fibers, lime, slurry or any other solid or viscous material of such character or in such quantity as in the opinion of the Utility may cause an obstruction to the flow in sewers or otherwise interfere with the proper operation of the sewer system.
- g. Waste containing insoluble, non-flocculent substances having a specific gravity in excess of 2.65.
- h. Waste water containing soluble substances in such concentrations as to cause the specific gravity to be greater than 1.1.
- i. Waste containing any of the following substances in concentrations exceeding those shown in the following tables as measured by an acceptable method:

### MAXIMUM PERMISSIBLE CONCENTRATIONS

<u>SUBSTANCE</u>	<u>(mg per 1000 gallons)</u>
Phenolic Compounds, e.g.,	
As C6H5OH	1.00
Cyanides as CN	0.00
Cyanates as CNO	0.00
C.B.O.D. (5day)	300.00
<u>SUBSTANCE</u>	<u>(mg per 1000 gallons)</u>
Iron as FE	3.00
Trivalent Chromium as CR plus three	0.05

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Hexavalent Chromium as CR plus six	0.05
Nickel as Ni	0.05
Copper as Cu	0.50
Lead as Pb	0.50
Zinc as Zn	0.50
Mercury as Hg	0.00

- j. Waste containing other matter detrimental to the operation of a sewage treatment plant or sanitary sewers causing erosion, corrosion or deterioration in sewers, equipment and structures of a sanitary or sewer plant.
- k. Waste containing more than 100 mg per 1000 gallons by weight of tar, fat, oil or grease.
- l. Waste containing more than 10 mg per 100 gallons of any of the following gases: hydrogen sulfide, sulfur dioxide, nitrous oxide, or any of the halogens.
- m. Waste containing toxic substances in quantities sufficient to injure or interfere with any sewage treatment process, constitute a hazard humans or animals or create any hazard in the sewer system operation and such toxic waste shall include, but not be limited to, waste containing cyanide, chromium and/or copper ions.
- n. Any waste containing toxic substances in quantities sufficient to interfere with biochemical processes of the sewage treatment works or that will pass through the sewage treatment works and exceed the local, state and/or federal requirements in respect thereof.
- o. Any waste containing radioactive isotopes.

# Community Utilities of Alabama Inc.

## II. Obligations of the Company

1. The Company will use all reasonable diligence to provide uninterrupted service, but in the event service is interrupted or fails:
  - a. By reason of accident, strike, legal process, governmental order, fire, extraordinary repairs or other causes beyond the control of the Company, or
  - b. By action of the Company when, in the sole judgment of the Company, such interruption will prevent or alleviate an emergency threatening the integrity of the system or aid in the restoration of its service in such an emergency,
  - c. Then the Company shall not be held liable for damages because of such interruption or failure and the Customer shall make no claim for such damages.
2. The Company reserves the right to disconnect its services in accordance with Section III below should the Customer fail to comply with any of the provisions of the Company's rate schedules or any of its rules and regulations on file with and approved by the Alabama Public Services Commission or other governing authority.
3. The Company reserves the right to disconnect its services upon twenty (20) days written notice, should the Consumer fail to comply with any of the provisions of the Company's approved rate schedules or any of its rules and regulations on file with and approved by the Alabama Public Service Commission. For safety and environmental protection, a lock-out water shut-off valve will be used to disconnect the sewer service for non-payment or other breach of contract.
4. In the case of Unoccupied Residential Lots, the Company may revoke future accessibility to the sewer system and forfeiture of designated system capacity for any lot if payment delinquency reaches an amount equal to (or exceeding) six regularly scheduled monthly billings. In such cases, the Company, in its sole discretion, may require payment of 150% of the entire delinquency before capacity and/or accessibility will be restored.
5. The Company shall provide routine operation and maintenance of the Customer's components which includes pumping out the interceptor tank, if so equipped, cleaning filters, securing access lids, and checking pump operation and controls. All other services shall be considered non-routine and subject to payment by the Customer.
6. The Company shall not sale, encumber, assign or otherwise divest itself of any interest in the lands or fixed assets of the treatment systems and appurtenances without the expressed written consent of the Alabama Public Service Commission, the Alabama Department of Public Health or other governing authority.

# Community Utilities of Alabama Inc.

## III. REQUIREMENTS AFTER SERVICE HAS BEEN FURNISHED

1. Notification of Company Defects or Trouble - The Consumer shall notify the Company promptly of any defect in service or any trouble or accident to the Sewer System.
2. Company Access to the Equipment - The authorized agents of the Company shall have free access to the equipment of the Company, situated on the Consumer's premises, as is necessary from time to time. The Consumer shall use reasonable diligence to protect the equipment of the Company and shall reimburse the Company for injury or damage suffered by it, resulting from actions or negligence of the Consumer.
3. Condition of Customer's Equipment - The Company, in accepting the application of the Consumer and in supplying sewer service, does not assume any obligation or responsibility as to the Consumer's plumbing system, lot components, or any other of their apparatus except periodic pumping of the consumer's septic system as deemed necessary by the Company to protect the Company collection system at no additional expense to the consumer.
4. Copies of Rates, Rules and Regulation - A copy of the rates, rules and regulations under which sewer service will be provided is on file with the Alabama Public Service Commission and is open to inspection at offices of the Company.
5. Connection Fee - A sewer service connection fee will usually not be required for residential lots if the equipment, land and leases were conveyed by a gift in the aid of construction.
6. Reconnection Fee - A fee for reconnection of sewer service of \$250.00 will be applicable in case the sewer service is cut off for the reason of non-payment or for a breach of the terms and conditions of service.
7. Transfer Fee - When ownership changes for a location where service has previously been established, each new owner (or applicant for service) will be required to pay a non-refundable transfer fee of \$50.00, which is a nonrefundable charge.
8. Billing - The amount of one-month's billing will be collected in advance from each customer prior to rendering services to the premises. All bills for service shall be payable in advance. Bills for sewer service will be issued monthly and will be payable within ten (10) days from the due date.
  - a. Delinquent Bill and Collection Fee - Each customer is billed monthly. Payment must be received within ten (10) days after the due date or account shall then be deemed delinquent. A monthly late payment penalty of five dollars or five percent (5%) of the delinquent bill whichever is greater, will apply.
  - b. Twenty (20) Day Notice to Disconnect Service - At any time after a Consumer's account has become delinquent, the Company may give to the Consumer written notice of the Company's intention to disconnect service if their account is not paid. At the same time as the Consumer is written of the notice to disconnect, a copy of



## Community Utilities of Alabama Inc.

the letter will be mailed to the local health department. After the elapse of twenty (20) days from the written notice if the account has not been paid in full, the Company may then disconnect service without further notice, subject to the following provisions:

- i. The Consumer shall have the right of paying such a delinquent account at any time prior to the actual disconnect of their services.
  - ii. Payment by the Consumer, as set out in (1) above, at the offices of the Company, shall not affect the Company's right during the day such payment is received to disconnect service for nonpayment, if such payment was unknown to the employee disconnecting the service.
  - iii. No service shall be disconnected for nonpayment after 3:30 P.M. on any day immediately preceding a day or days when the Company's office will be closed.
- c. How Notice Can Be Delivered - Notice of the Company's intention to discontinue service as required in paragraph (b) Twenty (20) Day Notice to Disconnect Service, shall be considered to be given to Consumer when a copy of such notice is left with such Consumer, left at the premises where service is rendered, or posted in the United States mail, addressed to the Consumer's last known post office address.
- d. Reconnect Fees - Whenever sewer service is disconnected for nonpayment and Consumer requests that service be restored, a reconnect fee in the amount of two hundred and fifty dollars (\$250.00), paid during regular office hours (before 5:00 P.M.) shall be added to Consumer's account and shall become due and payable, and can be required by the Company to be paid before the service is reconnected.
- e. Extension of Time to Pay - The Company may extend at any time and from time to time upon terms satisfactory to it, the time for payment of any delinquent account, or any part thereof, and its action in so doing, shall be without prejudice to its rights to disconnect service.
- f. Consumer's Responsibility to Notify of Special Conditions - It is the responsibility of the Consumer to notify the Company regarding existing conditions that might require special consideration prior to the termination of services for nonpayment of a delinquent bill.
- g. Returned Check Policy - An administrative charge of thirty-five dollars (\$35.00) will be billed to each Consumer for which payment is made by check for sewer service and it is subsequently returned due to being dishonored for insufficient funds by the Consumer's financial institution. Such charge shall become a part of the total amount owed by the Consumer for which sewer service may be disconnected by the Company.
- h. Indebtedness to Company - The Company may decline to serve an applicant or may disconnect a Consumer who is indebted to the Company for similar sewer service at a former location.

## **Community Utilities of Alabama Inc.**

- i. The Consumer shall pay all collection costs including but not limited to court cost and Attorney Fees.
9. Authorized Representative of the Company - It is understood that no statement or representative of any employee or officer of the Company shall bind the Company, unless the same be in writing and approved by the signature of an authorized representative of the Company. No employee or officer of the Company is authorized to waive this condition.
10. Conflict of Rules - These rules shall be construed together with the Rules of the State Board of Health Chapter 420-3 and the Rules of the Alabama Department of Environmental Management Chapter 335-6, but if there is a conflict, State Regulations cited above will prevail.

## Community Utilities of Alabama Inc.

### IV. DEFINITIONS OF TERMS

Term	Definition
Availability-	Sewer service is available to each single family residence, recreational vehicle lot and commercial premise located within the service area certified by the Alabama Public Service Commission.
Closing-	The date of the transaction when the Premise or Lot is legally sold and conveyed from one Customer to another.
Company -	The provider of sewer services. The Company may also be referred to herein as the Utility and Entity providing sewer services.
Connection Point-	The location where the Customer's Sanitary Lateral connects to the Company's Sewer System.
Customer -	Any person, association, corporation or governmental agency connected or entitled to be connected with sewer service by the Company in accordance with the Tariff.
Interceptor Tank-	The tank with or without a pump, located on the Customer's premises and operated and maintained by the Company after installation that meets the standards of Company and that collects sewage from the Sanitary Lateral and discharges the sewage through the Sewer (Collection) System to the Treatment Facility.
Lock-out Water Valve-	The lockable water valve installed on the water service to the Premises, on the Premise side of the water meter box. The Lock-out Water Valves is owned by the Company and may be closed in the event of Customer default or non-payment.
Lot-	Real estate, on which a Premise is planned, that is or will be.
Lot Equipment-	The laterals, septic tank, other tanks, pumps, filters, controls and any other component of a collection system located on the lot, and which is owned by the lot owner but will be maintained according to the Sewer Customer Service Agreement.
Month-	One-twelfth of a year.
Premise-	Building or structure built, set or parked on a Lot, whether for residential, commercial or recreational use and that is or will be connected to the Sewer System.
Sanitary Lateral-	The sewer pipe that connects Customer's plumbing system from inside the Premises and terminates at the Connection Point at the Customer's property boundary.
Septic Tank-	An underground vessel either concrete, fiberglass or plastic that collects and treats the Consumer's sewage. Pumping is the responsibility of the Management Entity.
Sewage-	Wastewater discharged by the Customer to the Sewer System.

## Community Utilities of Alabama Inc.

Sewer Service Agreement-	The agreement between the Developer of the property and the Company that sets the understandings, expectations and obligations of both parties before, during and after construction of the sewer system that will serve the Premises or Lots.
Sewer System-	A system of connected underground pipes, pumps and appurtenances that collects, transports and treats Customer's sewage.
System Maintenance Fee-	Also known as Vacant Lot Fee. Until such time that a Premise is constructed and occupied, a monthly System Maintenance Fee is to be paid to the Company by the owner of each unoccupied lot or premise in the area served by the sewer system to maintain its readiness to provide future sewer service to the vacant lot or house.
Terms of Service-	The requirements as sets forth by the Company that must be met by the Customer to obtain and continue to receive sewer service.
Treatment Plant-	Also called the Treatment Facility, which includes tanks and equipment to treat or transform sewage or otherwise eliminate pollutants so that the product of treatment meets standards set forth by governmental agencies for the protection and enhancement of public health and the environment.