LOUISIANA PUBLIC SERVICE COMMISSION

NATIONAL WATER INFRASTRUCTURE, LLC LOUISIANA SECOND REVISED SEWERAGE SERVICES TARIFF

This filing contains the following:

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- 6) Second Revised Page 4;
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- 8) Second Revised Page 6;

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LA Public Service Commission

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LOUISIANA PUBLIC SERVICE COMMISSION

NATIONAL WATER INFRASTRUCTURE, LLC LOUISIANA SECOND REVISED SEWERAGE SERVICES TARIFF

This Second Revised Tariff ("Tariff") contains the descriptions, regulations and rates applicable to the furnishing of service and facilities for sewerage services provided by National Water Infrastructure, LLC, ("NWI" or "Company") with its principal office at 37458 Cornerview Road, Geismar, LA 70734. This Tariff applies to services furnished within the State of Louisiana. This Tariff is on file with the Louisiana Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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AVAILABILITY

This service is available under the general terms and conditions of the Company to all customers of sewerage service within the areas served by the Company.

RATES

Residential/Mobile Home Customers:

Residential Flat Rate

\$49.10 monthly flat rate

Commercial Customers:

The Commercial Rate shall be equal to the *greater of*: (i) the Commercial Flat Rate, or (ii) the Commercial Formula Rate derived from the formula based on the Residential Flat Rate and the BOD Multiple attributed to the Commercial Customer pursuant to Title 51 of the Louisiana Sanitary Code, compared with the Daily Average BOD load of a typical residential customer.

Commercial Flat Rate:

\$ 59.10 minimum monthly flat rate

Commercial Formula Rate: Current Residential Flat Rate X BOD Multiple.

The BOD Multiple is the Daily Average BOD Load provided in Title 51 of the Louisiana Sanitary Code for the size and type of commercial establishment, divided by 0.68 (the residential Daily Average BOD Load).

The size, number of seats, customers, occupants or other variables referenced in the Sanitary Code would initially be established by the occupancy permit issued for the establishment by the Fire Marshall or equivalent public officer, NWI field inspection, or review of the LDEQ/LDH permit applicable to the treatment facility.

If the commercial customer facility is not listed in the Louisiana Sanitary Code, or there are abnormal effluent levels, not corresponding with the supposed type of business, NWI reserves the right to perform lab analysis on the facility's effluent to determine the strength and flow of the effluent.

If the Daily Average BOD Load established for the commercial customer pursuant to the Sanitary Code is not accurate, the commercial customer may request that NWI perform a site inspection to confirm the actual type and scope of customer operations, or may request two-weeks of composite sampling (6 total samples) of the commercial customer effluent to determine the actual Daily Average BOD Load of the commercial customer. The sampling shall be performed at the expense of the requesting commercial customer, and the result

shall be subject to periodic resampling by NWI pursuant to the "Noncompliant Effluent Fee for Commercial Customers" provisions of this Tariff. The commercial customer rate shall be subject to further adjustment based on the results of such sampling.

Public School Customers:

Public School Customer Rate: Commercial Formula Rate X 0.67

APARTMENT

\$49.10 monthly flat rate

TAP-IN FEE

\$185.00 one-time charge

The Tap-In Fee shall include the costs of inspection of the customer Tap-In by NWI and the administrative costs associated with establishing service to the customer. Upon providing payment to NWI, the customer/builder shall make a request for Tap-In inspection a minimum of 24 hours before the Tap-In inspection is needed. The Tap-In should be complete before NWI performs the inspection. However, the Tap-In cannot be backfilled prior to inspection by NWI. The Tap-In may be backfilled only after inspection approval by NWI.

DEPOSIT

 $2^{1/2}$ times the monthly bill.

CONNECTION FEE

This charge covers the administrative costs associated with re-establishing service upon a change of customer at a location where service was previously established, but severed due to customer vacancy. As indicated, the charge also covers the costs associated with performing camera work (e.g., using a camera to visually search the inside of a sewer line for damage and/or obstructions) on sewer lines. Camera work will be automatically performed where more than one year has elapsed since a vacancy. Camera work will also be performed - regardless of the time that has elapsed - on any connection where actual events indicate that camera work is needed, including, for example, customer complaints of blockage/back-up; independent evidence of sewer blockage/back-up; or similar circumstances at nearby connections that indicate camera work is needed at the connection in question.

Where Camera Work Needed

\$100.00 one-time flat rate

Where Camera Work Not Needed

\$50.00 one-time flat rate

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Effective: October 1, 2023

Authority: LPSC Order No. U-36383

RECONNECTION FEE

This charge is assessed for re-establishing service after disconnection for nonpayment, failure to make deposit; and fraudulent or seasonal use.

In subdivisions where the local water company agrees to disconnect service, the charge shall be as follows:

Re-Connection Fee:

\$125.00 flat rate per occurrence

In subdivisions where the local water company refuses to disconnect service and the Company has to disconnect and re-connect service by digging up the tie-in with heavy equipment, the charge shall be as follows:

Disconnection Fee:

\$375.00 flat rate per occurrence

Re-Connection Fee:

\$375.00 flat rate per occurrence

NOTE: The full disconnection fee is due when the crew leaves the shop to perform the disconnection operation, whether or not payment is made before the disconnection operation is completed.

SERVICE CHARGE

This charge shall cover the cost of sending a Company service man to a customer's premises, at the customer's request, when the trouble is found to be in the customer's private line (e.g., upstream of the tie-in).

During Normal Business Hours:

\$75.00 per hour

On Weekends, Holidays, or After Normal Business Hours:

\$100.00 per hour

NSF HANDLING CHARGE

\$20.00 per occurrence

TAMPERING FEE

\$150.00 per occurrence

CREDIT CARD CHARGE

\$1.50 per occurrence

This charge shall be incurred only by those customers who choose to utilize the credit card payment option.

Effective: October 1, 2023

Authority: LPSC Order No. U-36383

DEFINITION OF PREMISE

"Premise" -- A property which cannot be completely divided in its present utilitarian condition through sale, such as: a) a building under one roof, owned, leased, or occupied by one business or residence; b) a combination of residential buildings or of commercial buildings owned, leased, or occupied by one party in one common enclosure; or c) a building owned, leased or occupied by one party, having more than one internal division, such as apartments, offices, stores, etc., and which may have a common or separate entrance. This includes a commercial storefront.

LIMITATION OF LIABILITY: IRREGULARITIES AND INTERRUPTIONS OF SERVICE

MAINTENANCE OUTAGES

On occasion it may be necessary for the Company to limit or interrupt service on either a scheduled or unscheduled basis in order to perform repairs or maintenance. The Company's maximum liability shall be set forth in this Tariff.

ALLOWANCE FOR OUTAGES

When service or facilities furnished by the Company are out of operation to any cause other than the negligence or willful act of the customer, or the failure of the facilities provided by the customer, a pro rata adjustment of the minimum fixed monthly charges involved will be generated for the service and facilities rendered inoperative by reason of the outage during the time said interruption continues in excess of twenty four (24) hours from the time it is reported to the Company. For the purposes of administering this regulation, every month is considered to have thirty (30) days.

SERVICE IRREGULARITIES

The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit by a customer or by any others, for damages associated with the installation, provision, preemption, determination, interruption, maintenance, repair or restoration of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate part of the minimum monthly recurring charge for the service period during which the service was effected. This liability shall be in addition to any amounts that may otherwise be due the customer under this Tariff as an allowance for interruption.

FOR THE PRESENTATION OF CLAIMS

The Company shall not be liable for damages or statutory penalties in any cases where a claim is not presented in writing within sixty (60) days after the alleged damage or delinquency occurs.

<u>SUSPENSION AND/OR TERMINATION OF SERVICE</u> FOR NONCOMPLIANT EFFLUENT OF COMMERCIAL CUSTOMERS

The Company is obligated to accept only effluent of a customer that allows the Company to ensure compliance with applicable state and federal laws and regulations. However, under no circumstances will the Company accept effluent of a customer that fails to meet quality requirements for treatment set forth herein.

In order to protect the Company's facilities and personnel and the services furnished to other customers by the Company from potentially harmful effects, the customer's operations and facilities shall be such as not to cause damage to the facilities of the Company. Any special connection facilities or equipment necessary to achieve the compatibility between facilities of the Company and the facilities of others shall be provided at the customer's expense.

The Company may, upon notification to the customer, at a reasonable time, make such tests and inspections as may be necessary to determine that all requirements are being met regarding equipment and interconnections, including installation, operations and maintenance of customer-provided equipment and the connection of customer's pipes or facilities to Company-owned facilities.

If the customer does not meet protective requirements in connection with Customer-provided equipment, the Company may take such action as reasonably necessary to protect its own facilities and personnel, including the suspension and/or termination of service.

The Company may suspend and/or terminate a commercial customer's service due to the receipt of any effluent of that commercial customer that the Company reasonably concludes¹ may present an endangerment to the public health, worker safety, the environment, or the Company's facilities. Company will give to the commercial customer notice of intent to suspend and/or terminate within five (5) calendar days of the date of suspension and/or termination based upon the commercial customer's contact information available in the Company's records. Examples of conduct warranting suspension and/or termination of services include, but are not limited to, the following:

- 1. Failure to notify the Company of significant changes to the character, quality or volume of the effluent of the customer prior to discharge.
- 2. Failure to provide prior notification to the Company of changed conditions.
- 3. Misrepresentation or failure to disclose fully all relevant facts in an application to the Company.
- 4. Tampering with monitoring equipment.
- 5. Failure to meet discharge limitations.
- 6. Failure to provide advance notice of ownership transfer of a permitted facility.
- 7. Violation of any pretreatment standard or requirement.

¹ The Company will accommodate effluent of the commercial customer up to 250 ppm (or mg/L) for Total Suspended Solids and 220 ppm (or mg/L) for BOD 5-d, 20°C, respectively. This accommodation actually exceeds the industry standards Set forth in Wastewater Treatment Engineering and Reuse, Metcalf & Eddy, 4th Ed. 2003.

NONCOMPLIANT EFFLUENT FEE FOR COMMERCIAL CUSTOMERS

In addition to the right to modify a commercial customer's rate pursuant to the provisions of the "Commercial Formula Rate" calculation and sampling provisions contained herein, or suspend and/or terminate a commercial customer's service for the reasons set forth herein, the Company may also assess a Noncompliant Effluent Fee applicable to each instance where a commercial customer's effluent to the facilities of the Company exceeds 250 ppm (or mg/L) for Total Suspended Solids or 220 ppm (or mg/L) for BOD 5-d, 20°C. The Noncompliant Effluent Fee shall be assessed for each test performed by the Company that shows the customer's effluent fails to meet the foregoing standards.

The Noncompliant Effluent Fee shall:

- 1. be charged on the monthly bill of the customer;
- 2. not be charged to any customer more than two (2) times per month; and
- 3. be in addition to any other fees and charges assessed pursuant to this Tariff.

Failure of customer to timely pay the Noncompliant Effluent Fee shall be considered a nonpayment under the terms of this Tariff, and shall subject such non-paying customer to the other remedies available to the Company, including but not limited to disconnection of water service by the serving local water company, pursuant to the terms of this Tariff.

Noncompliant Effluent Fee for Commercial Customers: \$500 per failed test for up to six (6) failed tests in any consecutive 12-month period. Each failed test exceeding six (6) that occurs during the same consecutive 12-month period shall be subject to a Noncompliant Effluent Fee for Commercial Customers of \$1,000 per failed test.

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APPENDIX A

SEWERAGE SERVICES SUBDIVISION/SYSTEMS LIST

(October 1, 2023)

Subdivision	<u>Parish</u>
ACADIANA OF ASCENSION	Ascension
ACADEMY HEIGHTS	Ascension
ANGELLE ESTATES	Ascension
ARLINGTON PLANTATION	Ascension
ASCENSION INDUSTRIAL PARK	Ascension
ASCENSION MARKET PLACE	Ascension
ASCENSION TRACE	Ascension
AUDUBON PLACE	Ascension
AUTUMN WOODS	Ascension
BABIN COVE	Ascension
BAYOU ESTATES	Ascension
BAYOU GRAND	Ascension
BEAVER CREEK	East Baton Rouge
BEAVER CREEK ON THE PLAINS	East Baton Rouge
BELLE MAISON	Ascension
BLUFF HERITAGE	Ascension
BLUFF MEADOWS	Ascension
BLUFF OAKS	Ascension
BLUFFS	Ascension
BRADBURY TRACE	Ascension
BUILDERS CENTER/HOBBY LOBBY	East Baton Rouge
BULLION CROSSING/COMMERCE CENTER	Ascension
CANE MARKET TOWNHOMES	Livingston
CARRIAGEWOOD ESTATES	East Baton Rouge
CEDAR GROVE	Ascension
CHASE COURT	Ascension
CHATEAU GALVEZ	Ascension
CHRISTY PLACE	Ascension
CLARE COURT	Ascension
CLOVERHILL	East Baton Rouge
COBBLESTONE PARK	Ascension
CORNERSTONE	Ascension
CHERRY CREEK	Ascension
CHRISTINE APARTMENTS	Ascension
COUNTRY OAKS PARK	Calcasieu
COURTYARD SQUARE	Ascension
CREEKSIDE	Ascension
CRESTVIEW ESTATES	Ascension
CROSS CREEK	Ascension
CYPRESS COVE	Ascension
CYPRESS GOLD	Ascension
CYPRESS POINT	Livingston
CYPRESS RIDGE	Ascension

Ascension DEER RUN MOBILE HOME PARK Ascension **DELAUNE ESTATES** Livingston DOGWOOD TRACE Ascension **DRIFTWOOD ESTATES** Livingston **DUFF VILLAGE DUTCHTOWN ACRES** Ascension Ascension **DUTCHTOWN CROSSING** Ascension **DUTCHTOWN GARDENS DUTCHTOWN HOLLOW** Ascension Ascension **DUTCHTOWN LANE DUTCHTOWN MEADOWS** Ascension **DUTCHTOWN VILLAS** Ascension EAGLE LAKE MHP St. Tammany Ascension **ERIN ESTATES** Ascension ESSEN TERRACE Ascension FAIRMONT VILLAGE Calcasieu FAIRVIEW ESTATES NORTH FAIRVIEW ESTATES SOUTH Calcasieu Ascension **FONTAINBLEAU** Ascension FOUNTAIN HILL Ascension FOX RIDGE Ascension FOX RUN FRANCOIS POINT Ascension **GALVEZ GARDENS** Ascension **GATEWAY COVE** Ascension Ascension GEISMAR INDUSTRIAL Ascension **GOLDEN MEADOW** Ascension **GREYSTONE** GRAY'S CREEK Ascension Ascension GRAY'S TRAILER PARK HENDERSON BAYOU Ascension Ascension HENDERSON BAYOU ESTATES Ascension HIDDEN LAKES Ascension HIDDEN POINT HIGH PLAINS/PECAN HILL East Baton Rouge Ascension HIGHLANDS AT DUTCHTOWN HIGHWAY 42 INTERMEDIATE Ascension East Baton Rouge HOO SHOO TOO LAKES **HUNTER'S TRACE** Ascension Ascension JAMESTOWN COURT JEFFERSON CROSSING Ascension Ascension JEFFERSON OAKS KENDALWOOD PLACE Ascension Ascension KEYSTONE Ascension LAMONTE East Baton Rouge LAKE BEAU PRE Ascension LAKE CROSSING

Ascension

LAKE MEADOWS

LAKE SUMMERSET Ascension LAKES AT ASCENSION Ascension Ascension LAKES AT ST. AMANT Ascension LAKE AT TWIN OAKS Ascension LAKES AT OAK GROVE LAKEVIEW ESTATES Ascension East Baton Rouge LANDING AT MALLARD LAKES Ascension LASALLE POINTE LEGACY HILLS Ascension Ascension LES CHENIERE LESSARD ACRES Ascension Ascension LONGWOOD East Baton Rouge MALLARD CROSSING MANCHAC CROSSING Ascension MANCHAC HARBOR 1^{ST} AND 2^{ND} Ascension MANCHAC HARBOR CROSSING Ascension MANCHAC HARBOR 3^{RD AND 4TH} Ascension MANCHAC LAKE APARTMENTS Ascension Ascension MANCHAC PLACE Ascension MANCHAC PLANTATION East Baton Rouge MANCHAC RESERVE Ascension MANSIONS AT IVY LAKE Ascension MADISON PLACE Ascension MAPLEWOOD ESTATES **Iberville** MEADOW OAKS Ascension MEADOW RIDGE MOSS BLUFF MOBILE HOME VILLAGE Calcasieu MOSS POINTE Ascension MOSSY OAK Ascension MOSS SIDE VILLAS Ascension NORWOOD LAKES Ascension Ascension OAK ALLEY OAK ALLEY MEADOWS St. Tammany OAK GROVE COURTYARD Ascension OAK PLAZA Ascension OAKLAND CROSSING Ascension Ascension OAKLEIGH Ascension OAK RIDGE Ascension OAK HERITAGE **Iberville** OAK TRACE OAKS ON THE BLUFF Ascension OLD HICKORY WOODS Ascension OLD HOMESTEAD Ascension OLD MILL Ascension

Livingston

Ascension Ascension

Ascension

OLD MILL SETTLEMENT

PARKS AT DUTCHTOWN

OLD PACES POINT

OLE KINGS PLACE

PARKER PLACE ESTATES	Ascension
PECAN RIDGE	Ascension
PECUE LANE ESTATES	Ascension
PELICAN CROSSING	Ascension
PELICAN POINT	Ascension
PIN OAK	Ascension
PINE PARK MOBILE HOME PARK	Ascension
PLANTATION CONDOMINIUMS	Ascension
PLANTATION CREEK	Ascension
PORTA COCHERE	Ascension
PRAIRIE VILLAGE	Ascension
QUAIL CREEK	Ascension
QUAIL HOLLOW	Ascension
QUARTERS AT DUTCHTOWN	Ascension
RENAISSANCE	Ascension
RESERVE AT JEFFERSON CROSSING	East Baton Rouge
RETREAT AT ASCENSION	Ascension
RONDA PLACE	Ascension
RIDGEWOOD	Ascension
RIVER HIGHLANDS I, II, III, & IV	Livingston
RIVER HIGHLANDS ESTATES	Ascension
RIVER RIDGE	Ascension
RIVER RUN ESTATE	Ascension
RIVERGATE	Ascension
RIVERSIDE ESTATES	Ascension
RIVERTON	Ascension
ROSEMONT/AUTUMN WOODS	Ascension
SAGEFIELD	Ascension
SANCTUARY AT OAK COLONY	East Baton Rouge
SETTLEMENT AT LAKESIDE	Ascension
SEVEN OAKS FLEA MARKET	Ascension
SEVEN OAKS — POST OFFICE	Ascension
SHADOW CREEK ESTATES	Ascension
SHADOW CREEK ESTATES SHADOWS AT MANCHAC	Ascension
SHADOWS OF ASCENSION	Ascension Ascension
SHE LEE PLACE	
SILVERSTONE	Ascension
SMITH VILLAGE	Calcasieu
SOUTHERN GLAZERS WINE AND SPIRITS	Ascension
SPANISH OAKS	Ascension
ST. ANDREWS	Ascension
SUMMERLYN PLACE	Ascension
SUMMER PLACE	Ascension
TACO BELL	Ascension
THE COVE	Livingston
THE CROSSING APARTMENTS	Livingston
THE LAKES AT JUBAN CROSSING	Livingston
THE SAVANNAHS	Tangipahoa

THE SETTLEMENT AT BAYOU PIERRE THREE RIVERS ISLAND TIMBER LAKE ESTATES TWELVE OAKS TOWNE PARK CENTRE ULTIMA PLAZA US 61 HOLDINGS VILLA GALVEZ	Livingston Livingston Ascension Ascension Ascension Ascension Ascension Ascension
VILLA GARDENS	Ascension
VILLAGE AT JUBAN LAKES	Livingston
VILLAGE AT WILLOW LAKE WATERFORD LAKE	Ascension Ascension
WATERFRONT EAST	Livingston
WATERFRONT WEST	Ascension
WESLEY PLACE	Ascension
WEST CREEK ESTATES	Ascension
WESTVIEW CROSSING	West Baton Rouge
WILLOWBROOK	East Baton Rouge
WILLOW COVE	Ascension
WINDERMERE CROSSING	Ascension
WINDSCAPE PLACE	Ascension
WINDSOR PARK	Ascension
WRENWOOD	Ascension
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