
LOUISIANA PUBLIC SERVICE COMMISSION

**NATIONAL WATER INFRASTRUCTURE, LLC
LOUISIANA THIRD REVISED SEWERAGE SERVICES TARIFF**

This filing contains the following:

- 1) Third Revised Title Page;
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- 3) Third Revised Page 1;
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- 5) Third Revised Page 3;
- 6) Third Revised Page 4;
- 7) Third Revised Page 5; and
- 8) Third Revised Page 6.

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**NATIONAL WATER INFRASTRUCTURE, LLC
LOUISIANA THIRD REVISED SEWERAGE SERVICES TARIFF**

This Third 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 *\$59.10 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: *\$69.10 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 *\$59.10 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*

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.

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.

**SUSPENSION AND/OR TERMINATION OF SERVICE
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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