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LOUISIANA PUBLIC SERVICE COMMISSION

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**APR 23 2021**

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

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LA Public Service Commission

This First Revised Tariff ("Tariff") contains the descriptions, regulations and rates

This filing contains the following:

- 1) First Revised Title Page;
- 2) First Revised Page 1;
- 3) First Revised Page 2;
- 4) First Revised Page 3;
- 5) First Revised Page 4;
- 6) First Revised Page 5;
- 7) First Revised Page 6;
- 8) First Revised Page 7;
- 9) First Revised Page 8;
- 10) First Revised Page 9;
- 11) First Revised Page 10; and
- 12) First Revised Page 11.

Received this \_\_\_\_ day of April, 2021  
Louisiana Public Service Commission

By: \_\_\_\_\_  
*Signature*

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

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**LOUISIANA PUBLIC SERVICE COMMISSION**

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

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This First 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 400 Convention Street, Suite 1010, Baton Rouge, Louisiana 70802. 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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## LOUISIANA PUBLIC SERVICE COMMISSION

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### NATIONAL WATER INFRASTRUCTURE, LLC LOUISIANA FIRST REVISED SEWERAGE SERVICES TARIFF

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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 area served by the Company in Subdivisions in Ascension Parish, Livingston Parish, Iberville Parish and East Baton Rouge Parish, Louisiana, shown below on this Tariff.

#### RATES

Residential/Mobile Home	<i>\$45.00 monthly flat rate</i>
Commercial	<i>\$55.00 monthly flat rate</i>
Negotiated <sup>1</sup>	Addendum 1

#### APARTMENT

*\$45.00 monthly flat rate*

#### TAP-IN FEE

*\$185.00 one-time charge*

This charge will include all labor and materials and any other cost associated with initially establishing service.

#### 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

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<sup>1</sup> The rates reflected on Addendum 1 were negotiated and agreed upon between Ascension Wastewater Treatment, Inc. and certain commercial customers. As set forth more fully in the Memorandum of Understanding dated September 21, 2020, and attached to this Tariff as Exhibit "A", the Commission has agreed to allow National Water Infrastructure, LLC to include these customers in the tariff at the negotiated rate until the conclusion of the Company's first rate case. The Company and Commission Staff have agreed that including these customers in the tariff at the negotiated rates does not carry any precedential value as to the appropriateness of the rates or the methodology by which they were derived.

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 concludes<sup>2</sup> 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.

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<sup>2</sup> 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.

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.

NONCOMPLIANT EFFLUENT FEE FOR COMMERCIAL CUSTOMERS

In addition to the right to 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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**SEWERAGE SERVICES SUBDIVISION/SYSTEMS LIST**

<b><u>Subdivision</u></b>	<b><u>Parish</u></b>
ACADIANA OF ASCENSION	Ascension
ACADEMY HEIGHTS	Ascension
ANGELLE ESTATES	Ascension
ARLINGTON PLANTATION	Ascension
ASCENSION INDUSTRIAL PARK	Ascension
ASCENSION TRACE	Ascension
AUDUBON PLACE	Ascension
AUTUMN WOODS	Ascension
BABIN COVE	Ascension
BAYOU ESTATES	Ascension
BAYOU GRAND	Ascension
BEAVER CREEK ON THE PLAINS	East Baton Rouge
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
CARRIAGEWOOD ESTATES	East Baton Rouge
CEDAR GROVE	Ascension
CHASE COURT	Ascension
CHATEAU GALVEZ	Ascension
CLOVERHILL	East Baton Rouge
COBBLESTONE PARK	Ascension
CORNERSTONE	Ascension
CHERRY CREEK	Ascension
CHRISTINE APARTMENTS	Ascension
COURTYARD SQUARE	Ascension
CREEKSIDE	Ascension
CRESTVIEW ESTATES	Ascension
CROSS CREEK	Ascension
CYPRESS COVE	Ascension
CYPRESS GOLD	Ascension
CYPRESS POINT	Livingston
CYPRESS RIDGE	Ascension
DEER RUN MOBILE HOME PARK	Ascension
DRIFTWOOD ESTATES	Ascension
DUFF VILLAGE	Livingston
DUTCHTOWN ACRES	Ascension
DUTCHTOWN CROSSING	Ascension
DUTCHTOWN GARDENS	Ascension
DUTCHTOWN HOLLOW	Ascension
DUTCHTOWN LANE	Ascension
DUTCHTOWN MEADOWS	Ascension



DUTCHTOWN VILLAS	Ascension
ERIN ESTATES	Ascension
ESSEN TERRACE	Ascension
FAIRMONT VILLAGE	Ascension
FONTAINBLEAU	Livingston
FOUNTAIN HILL	Ascension
FOX RIDGE	Ascension
FOX RUN	Ascension
FRANCOIS POINT	Ascension
GALVEZ GARDENS	Ascension
GATEWAY COVE	Ascension
GEISMAR INDUSTRIAL	Ascension
GOLDEN MEADOW	Ascension
GREYSTONE	Ascension
GRAY'S CREEK	Livingston
HENDERSON BAYOU	Ascension
HENDERSON BAYOU ESTATES	Ascension
HIDDEN POINT	Ascension
HIGH PLAINS/ PECAN HILL	East Baton Rouge
HIGHLANDS AT DUTCHTOWN	Ascension
HOO SHOO TOO LAKES	East Baton Rouge
HUNTER'S TRACE	Ascension
JAMESTOWN COURT	Ascension
JEFFERSON CROSSING	Ascension
JEFFERSON OAKS	Ascension
KENDALWOOD PLACE	Ascension
KEYSTONE	Ascension
LAMONTE	Ascension
LAKE BEAU PRE'	East Baton Rouge
LAKE CROSSING	Ascension
LAKE MEADOWS	Ascension
LAKE SUMMERSET	Ascension
LAKES AT ASCENSION	Ascension
LAKES AT ST. AMANT	Ascension
LAKE AT TWIN OAKS	Ascension
LAKES AT OAK GROVE	Ascension
LAKEVIEW ESTATES	Ascension
LANDING AT MALLARD LAKES	East Baton Rouge
LASALLE POINTE	Ascension

LEGACY HILLS	Ascension
LES CHENIERE	Ascension
LESSARD ACRES	Ascension
LONGWOOD	Ascension
MALLARD CROSSING	East Baton Rouge
MANCHAC CROSSING	Ascension
MANCHAC HARBOR 1 <sup>ST</sup> AND 2 <sup>ND</sup>	Ascension
MANCHAC HARBOR CROSSING	Ascension
MANCHAC HARBOR 3 <sup>RD</sup> AND 4 <sup>TH</sup>	Ascension
MANCHAC LAKE APARTMENTS	Ascension
MANCHAC PLACE	Ascension
MANCHAC PLANTATION	Ascension
MANCHAC RESERVE	East Baton Rouge
MANSIONS AT IVY LAKE	Ascension
MADISON PLACE	Ascension
MAPLEWOOD ESTATES	Ascension
MEADOW OAKS	Iberville
MEADOW RIDGE	Ascension
MOSS POINTE	Ascension
MOSSY OAK	Ascension
NORWOOD LAKES	Ascension
OAK ALLEY	Ascension
OAK GROVE COURTYARD	Ascension
OAK PLAZA	Ascension
OAKLAND CROSSING	Ascension
OAKLEIGH	Ascension
OAK RIDGE	Ascension
OAK HERITAGE	Ascension
OAK TRACE	Iberville
OAKS ON THE BLUFF	Ascension
OLD HICKORY WOODS	Ascension
OLD HOMESTEAD	Ascension
OLD MILL	Ascension
OLD MILL SETTLEMENT	Livingston
OLD PACES POINT	Ascension
OLE KINGS PLACE	Ascension
PARKS AT DUTCHTOWN	Ascension
PARKER PLACE ESTATES	Ascension
PECAN RIDGE	Ascension
PECUE LANE ESTATES	Ascension
PELICAN CROSSING	Ascension
PELICAN POINT	Ascension
PIN OAK	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
ROSEMONT/AUTUMN WOODS	Ascension
SAGEFIELD	Ascension
SETTLEMENT AT LAKESIDE	Ascension
SEVEN OAKS FLEA MARKET	Ascension
SEVEN OAKS — POST OFFICE	Ascension
SHADOW CREEK ESTATES	Ascension
SHADOWS AT MANCHAC	Ascension
SHADOWS OF ASCENSION	Ascension
SHE LEE PLACE	Ascension
SILVERSTONE	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 SETTLEMENT AT BAYOU PIERRE	Livingston
THREE RIVERS ISLAND	Livingston
TIMBER LAKE ESTATES	Ascension
TWELVE OAKS	Ascension
TOWNE PARK CENTRE	Ascension
ULTIMA PLAZA	Ascension
US 61 HOLDINGS	Ascension
VILLA GALVEZ	Ascension
VILLA GARDENS	Ascension
VILLAGE AT JUBAN LAKES	Livingston
VILLAGE AT WILLOW LAKE	Ascension
WATERFORD LAKE	Ascension
WATERFRONT EAST	Livingston
WATERFRONT WEST	Ascension

Effective: May 1, 2021  
Authority: LPSC April 3, 2020 Non-Opp. Ltr.  
Docket No. S-35482

National Water Infrastructure, LLC.  
First Revised Page 10

WESLEY PLACE  
WEST CREEK ESTATES  
WILLOWBROOK  
WILLOW COVE  
WINDSCAPE PLACE  
WRENWOOD

Ascension  
Ascension  
East Baton Rouge  
Ascension  
Ascension  
Ascension

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## Addendum 1

### Negotiated Rates for Certain Commercial Customers

The rates reflected on this Addendum 1 were negotiated and agreed upon between Ascension Wastewater Treatment and certain commercial customers. The Commission has agreed to allow National Water Infrastructure, LLC to include these customers in the tariff at the negotiated rates until the conclusion of the Company's first rate case. This Addendum is subject to the Memorandum of Understanding dated September 21, 2020, and attached to this Tariff as Exhibit "A". As set forth more fully therein, the Company and Commission Staff have agreed that including these customers in the tariff at these rates does not carry any precedential value as to the appropriateness of the rates or the methodology by which they were derived.

Taco Bell	\$175.00
O'Reilly's (Airline Hwy)	\$110.50
American Suites	\$599.53
Hobby Lobby	\$265.00
Raising Cane's	\$150.00
Comfort Inn	\$675.00
Daycare (Ultima Plaza Blvd)	\$130.00
Gateway Pre-School	\$175.00
Landmark Nursing Home	\$2600.00
Galvez Primary School	\$172.50
Entergy Bldg. (Cushman & Wakefield)	\$780.00

**BEFORE THE  
LOUISIANA PUBLIC SERVICE COMMISSION**

**DOCKET NO. S-35482**

**ASCENSION WASTEWATER TREATMENT, INC.,  
AND NATIONAL WATER INFRASTRUCTURE, LLC,  
EX PARTE**

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***In re: Request for Commission Authority by National Water Infrastructure, LLC to Operate as  
a Wastewater Service Provider and Joint Request for Commission Approval and/or Non-  
Opposition to Change of Control by Ascension Wastewater Treatment, Inc. to National Water  
Infrastructure, LLC.***

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**MEMORANDUM OF UNDERSTANDING**

WHEREAS, on April 3, 2020, the Louisiana Public Service Commission issued a conditional letter of non-opposition to an Asset Purchase Agreement and related Assignment of Asset Purchase Agreement transferring to National Water Infrastructure, LLC the ownership and control of the wastewater system previously owned and operated by Ascension Wastewater Treatment, Inc.; and

WHEREAS, Condition No. 4 of the aforesaid conditional letter of non-opposition required that "The revised proposed tariff to be filed with the Commission by NWI pursuant to Condition 8(c) of the Commission's letter granting NWI authority to operate as a wastewater service provider in the State of Louisiana, dated March 27, 2020, shall list all the systems encompassed within the scopes of Docket No. S-35497 and Docket No. S-35498"; and

WHEREAS, Condition No. 4 of the aforesaid conditional letter of non-opposition was intended to cure regulatory irregularities caused by Ascension Wastewater Treatment, Inc.; and

WHEREAS, in the process of attempting to comply with Condition No. 4 of the aforesaid conditional letter of non-opposition, representatives of National Water Infrastructure, LLC discovered further regulatory irregularities; and

WHEREAS, the Louisiana Public Service Commission Staff and National Water Infrastructure, LLC discussed various alternative courses of action to address the aforementioned regulatory irregularities; and

WHEREAS, the Louisiana Public Service Commission Staff and National Water Infrastructure, LLC are desirous of curing the aforementioned regulatory irregularities by means of a memorandum of understanding:

NOW, THEREFORE, it is hereby agreed by and between the Louisiana Public Service Commission Staff and National Water Infrastructure, LLC as follows:

**I. PARTIES**

This Memorandum of Understanding ("MOU") is hereby entered into by and between National Water Infrastructure, LLC ("NWI") and the Louisiana Public Service Commission ("Commission") Staff ("Staff"), which are "Parties" for purposes of this MOU.

**II. PURPOSES**

The primary purposes of this MOU are (i) to facilitate the incorporation (via a tariff addendum) of certain current customers, rates, and other terms and conditions of NWI's water and wastewater service into NWI's tariff pursuant to Condition No. 4 of the Commission's Conditional Letter of Non-Opposition dated April 3, 2020, in the above-captioned docket ("Incorporation") and (ii) to clarify and delineate the nature and regulatory treatment of such Incorporation.

**III. AUTHORITIES**

This MOU is based on and consistent with all of the rules, regulations, orders, decisions, and procedures, of the Commission as well as the constitution and laws of the State of Louisiana and of the United States.

**IV. COMMITMENTS**

**A. All Parties will:**

1. Make best efforts in good faith to abide by and enforce the provisions of this MOU to the greatest extent possible. Each Party recognizes that implementation of the provisions of this MOU may require ongoing collaboration and cooperation between the Parties, all of which consent to the same.
2. Communicate on a timely basis any issues related to adhering to the provisions of the MOU to all Parties and expeditiously seek to remedy any such compliance issues, if possible.
3. Not attribute any precedential weight to the Incorporation nor request or argue for the attribution of any precedential weight to the Incorporation until the commencement of NWI's next full base rate proceeding before the Commission after the date of the execution of this MOU.
4. Not argue or discuss before the Commission the merits of the rates or methodologies used to design the rates of the Incorporation except until

and within NWI's next full base rate proceeding before the Commission after the date of the execution of this MOU.

**B. NWI will:**

1. Not charge to any of its customers nor offer to charge any of its potential customers any of the rates of the Incorporation, except to those customers specifically listed in its initial tariff filing of the Incorporation addendum after the date of the execution of this MOU, unless later Commission action authorizes the charging of such rates to more customers.
2. Not employ any of the methodologies used to design the rates of the Incorporation to design other rates beyond those specifically listed in its initial tariff filing of the Incorporation addendum after the date of the execution of this MOU, unless later Commission action authorizes further use of such methodologies.

**C. Staff will:**

1. Monitor the Parties' compliance with this MOU and, as necessary, take such reasonable action on behalf of the Commission as may best fulfill the MOU's terms, preserve the Commission's jurisdiction, and protect the public interest.

**V. ADMINISTRATIVE AND MISCELLANEOUS PROVISIONS**

- A. Terms/Definitions.** All terms used herein shall have the definitions set forth Commission regulations or, if undefined in Commission regulations, the common or technical meanings attributed to such terms, as context may dictate.
- B. Authorities.** Nothing in this MOU shall be construed to extend the jurisdiction or decision-making authority of any Party to this MOU beyond that which exists under current laws and regulations. Nothing in this MOU shall be construed as limiting or affecting the authority or legal responsibility of any Party, or as binding any Party to perform beyond the respective authority of each, or to require any Party to assume or expend any specific sum of money. Nothing in this MOU shall be construed as affecting the decision-making requirements of any Party or impairing the independent judgment of each Party regarding policy decisions.
- C. Sovereign Immunity.** The Commission, as an agency of the State of Louisiana, does not waive the State of Louisiana's sovereign immunity by entering into this MOU and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

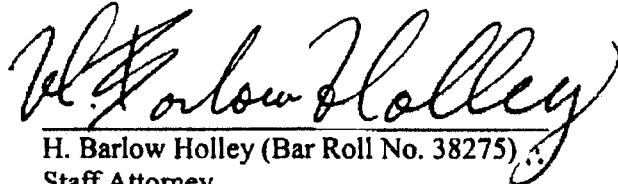


- D. **Other Reservations.** The Parties reserve all other rights, privileges, immunities, and defenses not addressed in this MOU.
- E. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and any Party may renegotiate the terms affected by the severance.
- F. **Third Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the Parties to this MOU, and shall inure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU.
- G. **Non-Funded Obligation Document.** This MOU is neither a fiscal nor a funds obligation document. Nothing herein constitutes a binding commitment to fund any of the proceedings encompassed by the MOU nor to transfer anything of value between the Parties.
- H. **Comprehensiveness.** This MOU expresses the complete understanding of the Parties with respect to the MOU's subject matter and supersedes all prior as well as all contrary representations and understandings.
- I. **Modification.** Any Party may request changes in this MOU. Any changes, modifications, or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, executed and signed by all Parties to this MOU.
- J. **Effective Date; Term.** The effective date of this MOU is the date of the signature last affixed to these pages. This MOU shall remain in effect until Commission action vitiates this MOU and, in such case, only to the extent required by such Commission action.

*[Signatures follow on next page.]*

VI. SIGNATURES

FOR THE LOUISIANA PUBLIC SERVICE  
COMMISSION STAFF:

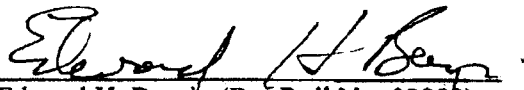


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Facsimile: (225) 342-5610  
E-mail: [barlow.holley@la.gov](mailto:barlow.holley@la.gov)

DATE:

September 18, 2020

FOR NATIONAL WATER INFRASTRUCTURE,  
LLC:



Edward H. Bergin (Bar Roll No. 02992)  
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E-mail: [nbergin@joneswalker.com](mailto:nbergin@joneswalker.com)

DATE:

September 21, 2020