LOUISIANA PUBLIC SERVICE COMMISSION

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NATIONAL WATER INFRASTRUCTURE, LLC LOUISIANA <u>FIRST REVISED</u> SEWERAGE SERVICES TARIFF

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

This filing contains the following:

- 1) Original First Revised Title Page;
- 2) Original First Revised Page 1;
- 3) OriginalFirst Revised Page 2;
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- 7) Original First Revised Page 6;
- 8) Original First Revised Page 7;
- 9) Original First Revised Page 8;
- 10) Original First Revised Page 9; and
- 11) Original First Revised Page 10: and
- 12) First Revised Page 11.

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Docket No. S-35482

LOUISIANA PUBLIC SERVICE COMMISSION

NATIONAL WATER INFRASTRUCTURE, LLC LOUISIANA SEWERAGE SERVICES TARIFF

LOUISIANA PUBLIC SERVICE COMMISSION

NATIONAL WATER INFRASTRUCTURE, LLC LOUISIANA FIRST REVISED SEWERAGE SERVICES TARIFF

This tariffFirst 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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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 <u>companyCompany</u> in Subdivisions in Ascension Parish, Livingston Parish, Iberville Parish and East Baton Rouge Parish, Louisiana, shown below on this Tariff.

RATES

Residential/Mobile Home \$45.00 monthly flat rate
Commercial \$55.00 monthly flat rate

Negotiated¹ Addendum 1

<u>APARTMENT</u> \$45.00 monthly flat rate

<u>TAP-IN FEE</u> \$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

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.

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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

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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 INFLUENTEFFLUENT OF COMMERCIAL CUSTOMERS

The Company is obligated to accept only influenteffluent of a customer that allows it the Company to ensure compliance with applicable state and federal laws and regulations. Under However, under no circumstances will the Company accept influenteffluent 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 influent from effluent of that commercial customer that the Company

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reasonably concludes² 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 influenteffluent 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.

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.

The Company will accommodate <u>influenteffluent of the commercial customer</u> 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.

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SEWERAGE SERVICES SUBDIVISION/SYSTEMS LIST

SEWERAGE SERVICES SOLL	
Subdivision	<u>Parish</u>
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
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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
JAMESTOWN COURT
JEFFERSON CROSSING
JEFFERSON OAKS
KENDALWOOD PLACE
KEYSTONE
LAMONTE
Ascension
Ascension
Ascension
Ascension
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

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LEGACY HILLS
LES CHENIERE
Ascension
LESSARD ACRES
Ascension
LONGWOOD
Ascension
MALLARD CROSSING
East Baton Rouge

MANCHAC CROSSING
MANCHAC HARBOR 1ST AND 2ND
MANCHAC HARBOR CROSSING
MANCHAC HARBOR 3RD AND 4TH
Ascension
MANCHAC LAKE APARTMENTS
MANCHAC PLACE
MANCHAC PLANTATION
Ascension
Ascension
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

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Ascension PRAIRIE VILLAGE Ascension **OUAIL CREEK** Ascension **QUAIL HOLLOW OUARTERS AT DUTCHTOWN** Ascension Ascension RENAISSANCE East Baton Rouge RESERVE AT JEFFERSON CROSSING RETREAT AT ASCENSION Ascension Ascension **RONDA PLACE RIDGEWOOD** Ascension RIVER HIGHLANDS I, II, III, & IV Livingston Ascension RIVER HIGHLANDS ESTATES RIVER RIDGE Ascension RIVER RUN ESTATE Ascension Ascension RIVERGATE Ascension RIVERSIDE ESTATES Ascension ROSEMONT/AUTUMN WOODS Ascension **SAGEFIELD** Ascension SETTLEMENT AT LAKESIDE SEVEN OAKS FLEA MARKET Ascension SEVEN OAKS — POST OFFICE Ascension SHADOW CREEK ESTATES Ascension Ascension SHADOWS AT MANCHAC Ascension SHADOWS OF ASCENSION Ascension SHE LEE PLACE Ascension **SILVERSTONE** Ascension SPANISH OAKS ST. ANDREWS Ascension Ascension SUMMERLYN PLACE Ascension SUMMER PLACE Ascension TACO BELL THE COVE Livingston Livingston THE CROSSING APARTMENTS Livingston THE LAKES AT JUBAN CROSSING THE SETTLEMENT AT BAYOU PIERRE Livingston THREE RIVERS ISLAND Livingston Ascension TIMBER LAKE ESTATES Ascension TWELVE OAKS TOWNE PARK CENTRE Ascension Ascension ULTIMA PLAZA **US 61 HOLDINGS** Ascension Ascension VILLA GALVEZ **VILLA GARDENS** Ascension Livingston VILLAGE AT JUBAN LAKES Ascension VILLAGE AT WILLOW LAKE WATERFORD LAKE Ascension Livingston WATERFRONT EAST Ascension WATERFRONT WEST

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WESLEY PLACE Ascension WEST CREEK ESTATES Ascension

WILLOWBROOK East Baton Rouge

WILLOW COVE Ascension
WINDSCAPE PLACE Ascension
WRENWOOD 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

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