



EZELL LAW FIRM, LLC

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July 28, 2025

Ms. Kris Abel
Records
Louisiana Public Service Commission
602 North Street
Galvez Building, 12th Floor
Baton Rouge, LA 70802

LA PUBLIC SERVICE COMM
JUL 28 2025 PM 4:21

Re: Docket No. S-37513, Magnolia Water Utility Operating Company, LLC, ex parte.

In re: Request for Letter of Non-Opposition to the Sale or Transfer of All or Substantially All of the Wastewater System Assets Operated by Terrebonne Sewerage System, LLC to Magnolia Water Utility Operating Company, LLC.

Dear Ms. Abel:

Please find enclosed an original and three (3) copies of Magnolia Water Utility Operating Company, LLC's ("Magnolia") revised tariff for the wastewater system formerly operated by Terrebonne Sewerage System, LLC. The tariff has been revised to reflect the current water rate charged by Terrebonne Parish Consolidated Waterworks District No. 1, upon which Magnolia's sewer rate is based.

Please see that the revised tariffs are filed into the record and that one of the three date-stamped copies is returned to our courier for our file. As always, thank you for your assistance in this matter.

Sincerely,

Ezell Law Firm, LLC



Andrew B. Ezell

MAGNOLIA WATER UTILITY OPERATING COMPANY, L.L.C.**(TERREBONNE SEWERAGE SYSTEM, LLC)****SEWERAGE SERVICES****AVAILABILITY**

This service is available under the general terms and conditions of the Company to all customers of sewerage service within its territory in Terrebonne Parish, Section 5, Township 17S, Range 17E; Section 30, 31, 32 & 33, Township 17S, Range 17E; and Section 101, Township 17S, Range 17E.

RATES

1.5 times the current volumetric rate per gallon used charged by Consolidated Waterworks District No. 1 with a minimum charge of \$20.00

TAP-IN FEE

Residential: \$170.00 per lot

Commercial: < 1 acre = \$750.00

1-2.99 acres = \$1,500.00

3-5.99 acres = \$3,000.00

6-9.99 acres = \$5,000.00

10+ acres = \$7,500.00

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

CONNECTION FEE

\$25.00

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

\$50.00

This charge is for re-establishing service after disconnection for non-payment, failure to make deposit, fraudulent or seasonal use.

SERVICE CHARGE

\$30.00

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

RETURNED CHECK FEE

\$15.00

LATE CHARGE

Maximum of 5% of monthly bill after 20 days from billing date.

DEPOSIT

Maximum charge 2 ½ times monthly bill.

Effective: July 28, 2025

Authority: Commission Letter Dated May 23, 2025

Revised Page 1

Revised to reflect current rate charged by Consolidated Waterworks District No. 1

MAGNOLIA WATER UTILITY OPERATING COMPANY, LLC
(TERREBONNE SEWERAGE SYSTEM, LLC)

Revised to Reflect Change in Ownership
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XIII. SEWERAGE RULES AND REGULATIONS

The following rules and regulations shall be considered a part of the contract with every person who takes sewerage service, and every such person, by taking this service, shall be considered to express an assent to be bound thereby. The Company reserves the right to prescribe, subject to the approval of the Louisiana Public Service Commission, such additional rules or to alter and amend the following rules from time to time as in its discretion it may deem necessary and proper.

APPLICATION FOR SERVICE

- 1 Applicants for the use of sewerage service may be required to make such application in writing at the Company's office on forms supplied by the Company and shall state full and truly the uses to which the service is to be supplied.
- 2 A new application shall be made and approved by the Company, upon any changes in use or occupancy of property, or in the service as described in the application, and the Company shall be at liberty, upon five days' notice, to discontinue sewerage service until such application has been made and approved.
- 3 The Company may, at any time, require the customer to make and maintain a cash deposit as security as payment of bills for service. The amount of such deposit shall be determined by the Company, but shall not exceed 2 ½ times the monthly bill. The amount of the deposit plus accrued simple interest at the rate of 5% per annum, will be refunded to the customer upon a final discontinuance of service and after all indebtedness of the customer to the Company has been paid or at such time as the company may consider that the customer has established a satisfactory credit rating.
- 4 The Company shall not refuse to initiate new service or disconnect existing service due to the refusal of a customer to make payments on a delinquent account that has been closed, with no further services charged or payments made on it for a period of three years or more unless and except a judgment has been issued by a court of competent jurisdiction on such delinquent account (*Commission's General Order dated 12 13 93*).

SERVICE CONNECTION

- 1 The Company will furnish a connection at the property line of the customer for connection into its sewer system and to provide for disposal of the customer's sewerage.
- 2 Only one premise shall be served through each connection.
- 3 The Company reserves the right to discontinue serving any customer, or not to commence serving any customer whose plumbing does not conform to all regulations of any proper authority governing same.
- 4 The Company shall in no event be responsible for maintaining the lines and fixtures on customer's property or for damage done by sewer escaping there from; customer shall at

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all times comply with municipal regulations with reference thereto and make change therein on account of changes of grade, relocation of mains, or otherwise.

5. The customer shall not use the service furnished in any manner that interferes with the rendering of proper service to other customers of the Company.
6. The Company will notify customers of any discontinuance of service whenever possible. Customers must provide against damage of any kind to any of their plumbing, facilities, ect., that might arise out of the sudden discontinuance of sewer service for any reason. The Company will not be liable for damage because of discontinuance or failure to give notice thereof.

DISCONTINUANCE OF SERVICE

Service under any application may be discontinued for any of the following reasons:

1. For misrepresentation in application as to property to be served or fixtures to be supplied or the use to be made of the sewerage service.
2. For non-payment of any water bill for more than 26 days after the date of billing. The customer must be given a (5) day written notice prior to disconnection. (*Commission's General Order dated 7 12 76.*)
3. In case of vacancy of premises.
4. For violation of any of the rules contained herein.
5. Where service has been discontinued for violation of any rule contained herein, the Company shall not be required to restore service until all unpaid accounts due from the customer to the Company have been paid in full plus a reconnection charge as shown in the Company's current tariffs.
6. When a service is discontinued for any other cause, it will not be restored until the cause of the suspension has been removed or remedied.
7. The company shall not be liable for damage occasioned by suspension of service when such suspension is effected in accordance with these provisions.
8. Refusal to permit inspection of plumbing by representatives of the Company at reasonable hours.
9. For molesting any service pipe, curb stop, corporation stop, seal, or any other appliance of the Company controlling or regulating the sewer service.

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BILLINGS AND PAYMENTS

1. Upon the authority of the Louisiana Public Service Commission, the Company shall have the right to send bills either monthly, bi-monthly or quarterly, unless authorized otherwise by the LPSC.
2. If a customer's bill has not been paid after 20 days from the billing date, on the 21st day the Company will send a notice of its intent to disconnect service in 5 days unless payment is received. Water service will then be disconnected on the 26th day. A delinquent penalty may be added to the customer's bill. To restore service a customer may be required to pay a reconnection fee, any amount still owed for a previous billing, and a delinquent penalty. If a customer fails to pay the delinquent penalty assessment, the Company will send a notice that service will be disconnected in 90 days for non-payment. In the case of a sewerage company, if payment is not made, the sewerage may make an agreement with the water company to turn off water service for non-payment of the sewerage bills. If this arrangement is made, all conditions must be on file with the Louisiana Public Service Commission.

DELINQUENT PENALTY

All customer payments received 20 days after the date of billing may be assessed a 5% penalty. The company shall not charge a late payment penalty on any portion of a bill which portion represents a previous late payment penalty. For purposes of this section, a payment received by a utility shall be credited first to the outstanding penalty, if any. If the last day of any period calculated hereunder is a Saturday, Sunday, or Legal Holiday, then the period in question shall extend to the next full business day.