

# *Louisiana Public Service Commission*



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District IV

POST OFFICE BOX 91154  
BATON ROUGE, LOUISIANA 70821-9154  
[lpsc.louisiana.gov](http://lpsc.louisiana.gov)

Telephone: (225) 342-9888

BRANDON M. FREY  
Executive Secretary

KATHRYN H. BOWMAN  
Executive Counsel

March 1, 2021

JOHNNY E. SNELGROVE, JR  
Deputy Undersecretary

## **VIA EMAIL and US MAIL**

Black Water Environmental, LLC  
Melvin E. Presley-President  
Judy A. Presley-Vice President  
6049 Cherry Hill Avenue  
Shreveport, LA 71107  
[blackwaterenviro@outlook.com](mailto:blackwaterenviro@outlook.com)

***Re: Incomplete Application of Blackwater Environmental, LLC received February 12, 2021.***

Dear Mr. Presley and Ms. Presley,

The Louisiana Public Service Commission ("LPSC") is in receipt of documentation received by our offices on February 12, 2021 (attached), which is a partially completed application for authority to operate a new wastewater company. This application is incomplete as there is no affidavit accompanying this application. Please refer to the top of the first page of the documentation in which it states that the ("LPSC") requires that all newly formed wastewater companies complete the form and that acceptance will not be granted until all requirements are met. Further, see Item X at the bottom of page two the documentation in which it requires that an affidavit affirming the facts as stated in the application and exhibits are true and correct, and it advises to attach the affidavit to the application as Exhibit C.

The partially completed application is being returned to you for completion and resubmission to the LPSC in its entirety. In addition, for your convenience, an example of an affidavit is attached to this correspondence (see last page). Therefore, to complete the application, you will need appear before a notary and execute an affidavit, attach it to the application to complete it and return an original and two copies of the completed application to the LPSC. It is advised to submit the application by traceable carrier to ensure delivery (USPS with tracking number, UPS, Fed Ex, etc.). Once the completed application is received, notice of the application will be published in the Commission's Official Bulletin for intervention and comment. Staff will conduct a review of the application and may seek additional information.

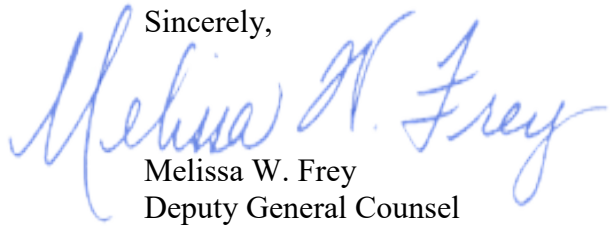
Blackwater is prohibited from charging rates for sewer services until such time as its application is approved by the LPSC and the requisite authority is granted.

The completed application should be addressed to:

Louisiana Public Service Commission  
Attention: Brandon Frey, Executive Secretary  
602 North 5th Street  
Galvez Building, 12th Floor  
Baton Rouge, LA 70802

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Melissa W. Frey". The signature is fluid and cursive, with the first name "Melissa" being the most prominent part.

Melissa W. Frey  
Deputy General Counsel

Enc.

cc: Terri Bordelon, LPSC Records  
Don Dewald, LPSC Utilities

RECEIVED

FEB 12 2021

(A Public Service Commission)

STATE OF LOUISIANA  
LOUISIANA PUBLIC SERVICE COMMISSION  
P.O. BOX 91154  
BATON ROUGE, LA 70821-9154  
TELEPHONE: (225) 342-4999  
FAX: (225) 342-4221

**APPLICATION FOR NEW WASTEWATER COMPANIES**

THE LOUISIANA PUBLIC SERVICE COMMISSION REQUIRES THAT ALL NEWLY FORMED WASTEWATER COMPANIES COMPLETE THIS FORM. COMMISSION ACCEPTANCE WILL NOT BE GRANTED UNTIL ALL REQUIREMENTS ARE MET.

**I. NAME & DOMICILE OF THE COMPANY**

NAME:	Black Water Environmental LLC
STREET ADDRESS:	6049 Cherry Hill Avenue
CITY/STATE/ZIP CODE:	Shreveport, LA 71107
TELEPHONE NO.:	318-207-0722
FAX NO.:	

**II. BUSINESS CLASSIFICATION/TYPE (Check One)**

Business Corporation	Partnership	Sole Proprietorship	Limited Liability Corporation	X
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**III. NAME & ADDRESS OF COMPANY OFFICER(S)**

**Officer**

NAME:	Melvin E. Presley		
TITLE/POSITION:	President		
STREET/MAILING ADDRESS:	6049 Cherry Hill Avenue		
CITY/STATE/ZIP CODE:	Shreveport, LA 71107		
EMAIL ADDRESS:			
PHONE #	318-309-0504	MOBILE #	318-207-0722

**Officer**

NAME:	Judy A Presley		
TITLE/POSITION:	Vice President		
STREET/MAILING ADDRESS:	6049 Cherry Hill Avenue		
CITY/STATE/ZIP CODE:	Shreveport, LA 71101		
EMAIL ADDRESS:			
PHONE #	318-309-0504	MOBILE #	318-207-0722

**Officer**

NAME:			
TITLE/POSITION:			
STREET/MAILING ADDRESS:			
CITY/STATE/ZIP CODE:			
EMAIL ADDRESS:			
PHONE #		MOBILE #	

*Handwritten:* Bull- 2/12  
Rends

*Handwritten:* 21-57632

*Handwritten:* ugle

#### IV. REGISTERED AGENT(S) FOR LEGAL PROCESS

##### Registered Agent

NAME:	Melvin E. Presley		
TITLE/POSITION:	President		
STREET/MAILING ADDRESS:	6049 Cherry Hill Avenue		
CITY/STATE/ZIP CODE:	Shreveport, LA 71107		
EMAIL ADDRESS:			
PHONE #		MOBILE #	

##### Registered Agent

NAME:			
TITLE/POSITION:			
STREET/MAILING ADDRESS:			
CITY/STATE/ZIP CODE:			
EMAIL ADDRESS:			
PHONE #	318-309-0504	MOBILE #	318-207-0722

#### V. NAME & ADDRESS OF THE INDIVIDUAL OR FIRM TO WHOM ANNUAL REPORT AND FINANCIAL INFORMATION SHOULD BE DIRECTED

NAME OF INDIVIDUAL/FIRM	Melvin E. Presley		
POINT OF CONTACT (NAME):	President		
STREET/MAILING ADDRESS:	6049 Cherry Hill Avenue		
CITY/STATE/ZIP CODE:	Shreveport, LA 71107		
EMAIL ADDRESS:			
PHONE #	318-309-0504	MOBILE #	318-207-0722

#### VI. COMPANY TARIFF (Attach as Exhibit A)

##### VII. NUMBER OF SERVICE CONNECTIONS BY CLASSIFICATION:

RESIDENTIAL	COMMERICAL	INDUSTRIAL	OTHER/GOV'T	TOTAL
36				

##### VII. NUMBER OF CUSTOMERS BY CLASSIFICATION:

RESIDENTIAL	COMMERICAL	INDUSTRIAL	OTHER/GOV'T	TOTAL
36				

IX. FOR THOSE SYSTEMS CURRENTLY PROVIDING SERVICE: YOU MUST PROVIDE TO THE COMMISSION AN INCOME STATEMENT, BALANCE SHEET, TAX RETURN AND/OR OTHER FINANCIAL DOCUMENTATION, FOR THE MOST RECENT OPERATING PERIOD, OF ONLY THOSE COSTS ALLOCATED TO THE OPERATION OF THE WATER AND/OR WASTEWATER SYSTEM. (i.e., ANNUAL REPORT, INVOICES, RECEIPTS, COPIES OF BILLS, etc.) (Attach as Exhibit B)

X. AN AFFIDAVIT AFFIRMING THAT THE FACTS AS STATED IN THE APPLICATION AND EXHIBITS ARE TRUE AND CORRECT. (Attach as Exhibit C)

## **BLACK WATER ENVIRONMENTAL L.L.C.**

**6049 Cherry Hill Avenue, Shreveport, LA 71107**

**(318)-207-0722**

[blackwaterenviro@outlook.com](mailto:blackwaterenviro@outlook.com)

### **New Customers:**

**The following items must be returned to our office by \_\_\_\_\_:**

- Deposit Certificate
- Check/Money Order \$ \_\_\_\_\_  
*Amount includes deposit, connection administration fee, prorations, and/or back billing*
- Include Social Security Number
- Copy of Driver's License

### **Things to Know:**

- Rate sheet that shows the flat-rate sewer fee for your subdivision is enclosed.
- Monthly bills are mailed out on the 1<sup>st</sup> of each month and are for that month's sewer service.
- Payments are due by **4:00 PM the 22<sup>nd</sup>** of each month. Late/disconnect notices mailed on the 23<sup>rd</sup>.
- A 5% late fee is assessed after above listed due date/time.
- Deposits are refundable when you move, provided you do not have an outstanding bill.
- There is a \$40.00 non-refundable Connection/Administration Fee.
- Failure of US Postal Delivery does not excuse payment of monthly bills. If you have not received a bill by the 4<sup>th</sup> of the month, call our office and we can provide you with your balance due.
- Calls received outside of normal business hours will be managed via answering service for emergency service calls.

### **Methods of Payment:**

*Check/Money order via mail:*

Black Water Environmental L.L.C., 6049 Cherry Hill Ave., Shreveport, LA 71107

*Credit/Debit card via phone during office hours:*

Visa, Mastercard, & Discover (3<sup>rd</sup> party fees may apply.)

### **OFFICE HOURS:**

Mon.-Fri. 9AM – 4PM | Closed NOON – 1PM & Holidays | Voicemail Callbacks

**BLACK WATER ENVIRONMENTAL L.L.C.**

**6049 Cherry Hill Avenue Shreveport, LA 71107**

**(318)-207-0722**

blackwaterenviro@outlook.com

**DEPOSIT CERTIFICATE**

**RESIDENTIAL SEWERAGE ONLY-OWNER**

***NOT TRANSFERABLE - KEEP A COPY OF THIS CERTIFICATE FOR REFUND***

This is to certify that Black Water Environmental L.L.C., has received \$87.50 from Depositor:

\_\_\_\_\_, whose service location is  
Customer Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/Town

\_\_\_\_\_  
Zip Code

As security for prompt payment of all bills due Black Water Environmental L.L.C. by the Depositor, the Deposit Fee will remain with said company as long as the Depositor is customer of said company. Deposit of \$87.50 will be returned upon surrendering of this certificate and due notice given to company to discontinue service. Upon failure of the Depositor to pay any bills of the company when due, the amount of deposit by this certificate is applied thereon and further service discontinued until another deposit is made.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Place of Employment: \_\_\_\_\_

Social Security No. \_\_\_\_\_ Email \_\_\_\_\_

Work Phone: \_\_\_\_\_ Cell/Home Phone \_\_\_\_\_

**FOR OFFICE USE ONLY**

**Deposit Fee Received By:**

\_\_\_\_\_  
***Black Water Environmental L.L.C.***

\_\_\_\_\_  
***Date Received***

LOUISIANA PUBLIC SERVICE COMMISSION  
**BLACK WATER ENVIRONMENTAL L.L.C.**  
**SEWERAGE SERVICES**

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**RE-CONNECTION FEE**

**\$35.00 or \$50.00 two or more times (sewer)**

**RE-CONNECTION FEE**

**\$300.00 (sewer only service)**

This charge is for re-establishing service after disconnection for non-payment, failure to make deposit, fraudulent or seasonal use. Sewer-only fee covers the use of heavy equipment and operators to disconnect and reconnect sewer service.

**SERVICE FEE**

**\$125.00**

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

**RETURNED CHECK FEE**

**\$20.00**

**LATE CHARGE**

**5% of monthly bill**

**DEPOSIT**

**\$87.50 (sewer service only)**

*Maximum charge 2.5 times  
average monthly bill*

**DEPOSIT- NON-OWNER**

**\$100.00 (sewer service only)**

For non-owner occupied rental units. Deposit to be paid by the property owner or renter.

**TAMPERING FEE**

**\$50.00**

LOUISIANA PUBLIC SERVICE COMMISSION  
**BLACK WATER ENVIRONMENTAL L.L.C.**  
**SEWERAGE SERVICES**

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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 following subdivision:

**SUBDIVISIONS**

Harbor Cove Subdivision

**RATES**

**Residential**

*Harbor Cove Subdivision*

**\$35.00**

**TAP-IN FEE**

**\$400.00 (non-boring connection)**

**\$600.00 (boring connection)**

This charge will include all labor, materials, heavy equipment, and any other cost required in bringing service to the property.

**CONNECTION FEE**

**\$40.00**

This charge is to cover the administration cost of re-establishing service upon a change of customer where service has previously been established.



LOUISIANA PUBLIC SERVICE COMMISSION  
**BLACK WATER ENVIRONMENTAL L.L.C.**  
**SEWERAGE SERVICES**

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# **BLACK WATER ENVIRONMENTAL L.L.C.**

**6049 Cherry Hill Avenue Shreveport, LA 71107**

**(318)-207-0722**

[blackwaterenviro@outlook.com](mailto:blackwaterenviro@outlook.com)

## **RULES AND REGULATIONS**

The following rules and regulations shall be considered a part of the contract with every person who takes water, and every such person, by taking water, shall be considered to express consent to be bound thereby. Black Water Environmental L.L.C. reserves the right to prescribe, subject to approval of the Louisiana Public Service Commission, additional rules to alter and amend the following rules as in its discretion it may deem necessary and proper.

1. Service Connections – A stand service installation will be installed from the main at a point determined by Black Water Environmental L.L.C., along the customer's frontage along a Black Water Environmental L.L.C. main when a proper application is made. The size of the service will be determined by Black Water Environmental L.L.C. and will be a sufficient size to properly serve the customer.
2. Only one premise shall be served through one meter.
3. Black Water Environmental L.L.C. 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 the same.
4. Black Water Environmental L.L.C. shall in no event be responsible for maintaining the lines and fixtures on customer's property or for damage done by water escaping therefrom; customer shall at all times comply with municipal regulations with reference thereto and make changes therein on account of changes of grade, relocation or 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 Black Water Environmental L.L.C.
6. Customers must provide against damage of any kind to any of their plumbing, equipment, facilities, machinery, boilers, etc., that might arise out of the sudden discontinuance of water services for any reason.
7. Black Water Environmental L.L.C. will notify customers of any discontinuance of service whenever possible but will in no way be liable for damage because of discontinuance of service or failure to give notice thereof. This also applies to discontinuance of service because of non-payment of bill.
8. Black Water Environmental L.L.C. shall have access to a customer's premises at all reasonable times and free of all tolls or other charges for the purpose of checking service laterals and for all other purposes necessary to enable Black Water Environmental L.L.C. to render proper service to the customer and to its customers. Meter boxes will not be locked, and all meters will be available for inspection by both customers and Black Water Environmental L.L.C.
9. When the customer requests a connection to the system, it will be assumed that the customer knows the condition of his/her plumbing, and Black Water Environmental L.L.C. shall not be responsible for the injury to the customer or customer's employees or to the customer's property, premises, equipment or facilities caused by water escaping on or into the customer's premises.
10. Discontinuance of Service – Service under any application, including public fire service and other public or private use, may be discontinued for any of the following reasons:
  - a. For misrepresentation in application as to property to be supplied or fixtures to be supplied or the use to be made of the sewer system.
  - b. For the non-payment of any sewer bill for more than 25 days after the same is due.
  - c. In case of vacancy of premises.
  - d. For violation of any of the rules contained therein.
  - e. Where service has been discontinued for violation of any rule contained herein, Black Water Environmental L.L.C. shall not be required to restore service until all unpaid accounts due from the customer to Black Water Environmental L.L.C. have been paid in full plus a reconnection charge as shown in the current tariffs.
  - f. When service is discontinued for any other cause, Black Water Environmental L.L.C. will not be liable until the cause of the suspension has been removed or remedied.

- g. Black Water Environmental L.L.C. shall not be liable for damage occasioned by suspension of service when such suspension is affected in accordance with these provisions.
  - h. For failure to make repairs to customer's leaks; thereby endangering the public utility.
- 11. Interruptions of Service – Black Water Environmental L.L.C. reserves the right to shut off the sewer in its mains at any time, without notice, for making repairs, extensions or alterations, but will, so far as possible, notify the customers of the intention to shut off. It is expressly stipulated by Black Water Environmental L.L.C. that no claims shall be made against it, and that no person shall be entitled to any damages nor to have any portion of payment refunded by reason of such shut off or the breaking of any pipe or service pipe or by reason of any other interruption of the supply of water caused by the breaking of machinery or for causes beyond its control.
- 12. Bill and Payments – Upon the authority of the Louisiana Public Service Commission, Black Water Environmental L.L.C. shall have the right to read meters and render bills monthly.
  - a. A 5% penalty is applied not less than 20 days from the date of billing.
  - b. This arrangement allows the customer 20 days to make payments before penalties and disconnection of delinquent paying customers.
  - c. Sewer-only customers shall be billed on the 1<sup>st</sup> day of each month with a due date of the 22<sup>nd</sup>.
- 13. If a customer's bill has not been paid by the due date, a late penalty will be assessed, and notice mailed on the 11<sup>th</sup> for disconnection five days later. In the case of sewerage, if payment is not made, the sewerage company may make an agreement with the water company to turn off water service for non-payment of the sewerage bills and/or disconnect the customer from the sewer main. In this event, the customer will be required to pay the reconnection fee as approved by the Louisiana Public Service Commission.
- 14. Delinquent Penalty – All customer payments received after the due date of the billing cycle may be assessed a 5% penalty. Black Water Environmental L.L.C. shall charge a late payment penalty on any portion of a bill that represents a previous late payment penalty; for purposes of this section, a payment received by a utility shall be credited first to the outstanding principal, regardless of month incurred, until all principal is discharged, and then to 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.
- 15. Black Water Environmental L.L.C. reserves the right to refuse any new application for service from any person who is in default of any of his/her obligations to Black Water Environmental L.L.C. at the time of making such new application.

## Exhibit C – Example

### AFFIDAVIT

\_\_\_\_\_ (applicant) do solemnly swear or affirm that the facts stated in the forgoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

BY: \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_  
(Typed)

Applicant's Title:\* \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day in the month of \_\_\_\_\_  
in the year of \_\_\_\_\_ by \_\_\_\_\_ who is personally known to me \_\_\_\_\_  
or produced identification \_\_\_\_\_.  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Notary Public's Signature

\_\_\_\_\_  
Print, Type or Stamp Commissioned  
Name of Notary Public

Note: \* If applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.