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LA Public Service Commission

BEFORE THE
LOUISIANA PUBLIC SERVICE COMMISSION

BOZEMAN INC., D/B/A PELICAN PURE
UTILITIES, EX PARTE

DOCKET NUMBER ~~S-36994~~

EX PARTE

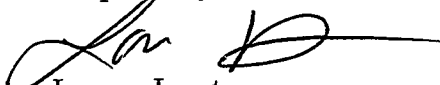
Request for Authority as a Jurisdictional Wastewater Utility.

Bozeman Inc., D/B/A Pelican Pure Utilities- Omitted supplemental application

To: Donald C. DeWald, Jr., Utilities Specialist (don.dewald@la.gov)
Kim N. O'Brian, Administrative Assistant (Kim.O'brian@la.gov)
Louisiana Public Service Commission
P O Box 91154
Baton Rouge, Louisiana 70821-9154

Please see attached application for a new wastewater utility to add to the existing Docket S-36994 that was erroneously omitted from the previous submission for Bozeman Inc. dba Pelican Pure Utilities. Should you have any questions regarding this application, please do not hesitate to contact Lauren Junot at 225-667-9876 or Ljunot@wwtso.com.

Respectfully submitted,


Lauren Junot
President, Bozeman Inc.

ROUTE TO		ROUTE FROM
DEPT. <u>Legal</u>	DATE <u>7/12</u>	DEPT. _____
DEPT. _____	DATE _____	DEPT. _____
DEPT. _____	DATE _____	DEPT. _____
DEPT. _____	DATE _____	DEPT. _____

F 24-73905

AFFIDAVIT

I, Lauren Junot (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: Bozeman Inc. dba Pelican Pure Utilities

Applicant's Signature:  _____

Applicant's Name: Lauren Junot _____

(Typed)

Applicant's Title:* President, Bozeman Inc. _____

Appendix B:

APPLICATION FOR NEW WASTEWATER UTILITY

THE FOLLOWING SECTIONS ARE TO BE COMPLETED BY THE APPLICANT AND FORWARDED TO THE LOUISIANA PUBLIC SERVICE COMMISSION FOR APPROVAL:

- G. Application Questionnaire**
- H. Company Tariff (sample included)**
- I. Company Standard Terms of Service (sample included)**
- J. Company Financial Statements**
- K. Proof of Compliance with the Louisiana Department of Environmental Quality**
- L. Notarized Affidavit (sample included)**

SHOULD YOU NEED ASSISTANCE IN COMPLETING THE FOLLOWING PAGES YOU MAY CONTACT THE UTILITIES DIVISION AT (225) 342-4999.

Note: All new applications are required to submit the following documentation to:

**Louisiana Public Service Commission
ATTN: Utilities Division
602 North Street
Galvez Building, 12th Floor
Baton Rouge, LA 70802**

OR

**P.O. BOX 91154
BATON ROUGE, LA 70821-9154**

**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:	Bozeman Inc. dba Pelican Pure Utilities
STREET ADDRESS:	8623 MG Blount Ln
CITY/STATE/ZIP CODE:	Denham Springs, LA 70726
TELEPHONE NO.:	225-667-9847
FAX NO.:	225-667-2110
FEIN:	95-4896144

II. BUSINESS CLASSIFICATION/TYPE (Check One)

Business Corporation	<input checked="" type="checkbox"/>	Partnership	<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Limited Liability Corporation	<input type="checkbox"/>
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III. NAME & ADDRESS OF COMPANY OFFICER(S)

Officer

NAME:	Lauren Junot		
TITLE/POSITION:	President		
STREET/MAILING ADDRESS:	8623 MG Blount Ln		
CITY/STATE/ZIP CODE:	Denham Springs, LA 70726		
EMAIL ADDRESS:	ljunot@wwtso.com		
PHONE #	225-667-9847	MOBILE #	225-413-4487

Officer

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

Officer

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

IV. REGISTERED AGENT(S) FOR LEGAL PROCESS**Registered Agent**

NAME:	Roydan D. Bozeman III		
TITLE/POSITION:	Owner		
STREET/MAILING ADDRESS:	8623 MG Blount Ln		
CITY/STATE/ZIP CODE:	Denham Springs, LA 70726		
EMAIL ADDRESS:	ljunot@wwtso.com		
PHONE #	225-667-9847	MOBILE #	225-413-4487

Registered Agent

NAME:	Lauren Junot		
TITLE/POSITION:	President		
STREET/MAILING ADDRESS:	8623 MG Blount Ln		
CITY/STATE/ZIP CODE:	Denham Springs, LA 70726		
EMAIL ADDRESS:	ljunot@wwtso.com		
PHONE #	225-667-9847	MOBILE #	225-413-4487

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

NAME OF INDIVIDUAL/FIRM	Bozeman Inc.		
POINT OF CONTACT (NAME):	Lauren Junot		
STREET/MAILING ADDRESS:	8623 MG Blount Ln.		
CITY/STATE/ZIP CODE:	Denham Springs, LA 70726		
EMAIL ADDRESS:	ljunot@wwtso.com		
PHONE #	225-667-9847	MOBILE #	225-413-4487

VI. COMPANY TARIFF (Attach as Exhibit A)**VII. NUMBER OF SERVICE CONNECTIONS BY CLASSIFICATION:**

RESIDENTIAL	COMMERICAL	INDUSTRIAL	OTHER/GOV'T	TOTAL

VII. NUMBER OF CUSTOMERS BY CLASSIFICATION:

RESIDENTIAL	COMMERICAL	INDUSTRIAL	OTHER/GOV'T	TOTAL

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)

WASTEWATER SERVICE RATES & FEES

AVAILABILITY

These rates are available under the general terms and conditions of the Company to all consumers of wastewater within the area served by the Company.

RATES

Residential/Mobile Home	<u>\$45.00</u> <i>monthly flat rate</i>
Commercial	<u>\$55.00</u> <i>monthly flat rate</i>

TAP-IN-FEE

\$500

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

CONNECTION FEE

\$100

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

RE-CONNECTION FEE

This charge is for re-establishing service after disconnection for non-payment, failure to make deposit, 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 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 flat rate per occurrence**

Re-Connection Fee: **\$375 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 repairman sent to a consumer's premises at the customer's request when the trouble is found to be in the consumer's house piping.

During normal business hours:	<u>\$75.00 per hour</u>
On Weekends, Holidays or After Normal Business Hours:	<u>\$100.00 per hour</u>

NSF HANDLING CHARGE

\$20.00

TAMPERING FEE

\$150.00 per occurrence

PELICAN PURE UTILITIES
RATE SCHEDULE – (Type of Schedule)
ISSUED: Month/Day/Year

REVISION & PAGE #: Original Page 1
EFFECTIVE DATE: mm/dd/yyyy
AUTHORITY: Order No. or Letter Date.
CANCELLING: (Page being Cancelled)

CREDIT CARD CHARGE

For the customer paying their bill by credit card, an additional convenience fee will be assessed for each transaction. This fee will be the actual fee charged by the 3rd party processor.

DELINQUENT FEE

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

DEPOSIT

Maximum charge 2 ½ times monthly bill.

SUSPENSION AND/OR TERMINATION OF SERVICE FOR NONCOMPLIANT INFLUENT OF COMMERCIAL CUSTOMERS

The Company is obligated to accept only influent that allows it to ensure compliance with applicable state and federal laws and regulations. Under no circumstances will the Company accept influent that fails to meet quality requirements for treatment.

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 that commercial Customer that the Company reasonably concludes 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 influent 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.

The Company will accommodate influent up to 250 ppm (or mg/L) for Total Suspended Solids and 220 ppm (or mg/L) for BOD 5-d, 20°C.

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.

STANDARD TERMS OF SERVICE

The following rules and regulations shall be considered a part of the contract with every person who takes wastewater treatment service, and every such person, by taking this service, shall be considered to express an ascent 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 wastewater treatment 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-day notice, to discontinue wastewater 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 for payment of bills for service. The amount of such deposit shall be determined by the Company, but shall not exceed 2½ times the average monthly bill. Interest payments, at the simple rate of 5% per annum, shall be made annually by means of either cash or a credit toward the current billing, with a designation on the utility bill that the credit is by reason of earned interest. *General Order dated 09/17/91*
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. *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 wastewater system and to provide for disposal of the customer's wastewater
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 wastewater escaping there from; customer shall at 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

PELICAN PURE UTILITIES
COMPANY NAME
STANDARD TERMS & CONDITIONS OF SERVICE
ISSUED: (mm/dd/yyyy)

REVISION/PAGE No. (Original Page 1)
REVISION/PAGE No. (Original Page 1)
EFFECTIVE DATE: (mm/dd/yyyy)
AUTHORITY: (Order No. or Ltr. Date)
CANCELLING: (Page being Cancelled)

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, etc., that might arise out of the sudden discontinuance of wastewater treatment 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 wastewater treatment service.
2. For non-payment of any sewer bill for more than 20 days after the date of billing. The customer must be given a (5) day written notice prior to disconnection. *General Orders dated 9/10/1957, 11/16/1972, 2/20/1973 and 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 re-connection 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 affected 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 wastewater treatment service

Upon the authority of the Louisiana Public Service Commission, the Company shall have the right to send bills monthly, bi-monthly, or quarterly, unless otherwise authorized by the LPSC.

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 re-connection 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 wastewater company, if payment is not made, the wastewater company may make an agreement with

PELICAN PURE UTILITIES
STANDARD TERMS & CONDITIONS OF SERVICE
ISSUED: (mm/dd/yyyy)

REVISION/PAGE No. (Original Page 1)
EFFECTIVE DATE: (mm/dd/yyyy)
AUTHORITY: (Order No. or Ltr. Date)
CANCELLING: (Page being Cancelled)

the water company to turn off water service for non-payment of the wastewater bills. If this arrangement is made, all conditions must be on file with the Louisiana Public Service Commission. *General Orders dated 9/10/1957, 11/16/1972, 2/20/1973 and 7/12/76*

DELINQUENT PENALTY

1. 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. *General Orders dated 9/10/1957, 11/16/1972, 2/20/1973 and 7/12/76*
2. 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. *General Orders dated 9/10/1957, 11/16/1972, 2/20/1973 and 7/12/76*

Exhibit C – Example

AFFIDAVIT

Roydan D. Bozeman III (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.

Bizeman Inc dba Pelican Pyro
Utilities

BY: _____

Applicant's Signature: _____

Applicant's Name: _____

Applicant's Title: *

(Typed)

Subscribed and sworn to before me this _____

day in the month of _____

in the year of _____

by Roydan D. Bozeman III 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.