

AGENDA FOR OPCERT BOARD MEETING

(as of September 5, 2017)

The agenda for September 12, 2017 2:00 pm Board of Operator Certification Meeting (Huron-Crossroads-Symposium Room) is as follows:

1. Open Meeting-Chairperson Bill Sarringar
2. Roll Call
3. Approval of Agenda
4. Approval of Minutes from Last Meeting
5. Old Business
6. Reciprocity Requests-

Operator	State & Certificate(s)
Tim Meloveck	CO Class "A" Water Operator

7. Final Hearings-

System	Certificate(s)	Comments
Nisland	WD I	
Java	WD I	
New Effington	WD I	
Selby	WT I/WD I/WW I/WWC I	

8. Preliminary Hearings-

System	Certificate(s)	Comments
Canova	WD I	Passed SWT 8/10/17
Chancellor	WD I	
Huterville Colony	WD I	
Ree Heights	WD I	Lacking contact hours
Rushmore Tramway	SWT I	Lacking contact hours
Wagner	WD II/WW I/WWC II	
Cedar Gulch I	WD I	
Centerville	WW I/WWC I	

9. Contract Approvals-

System	Certificates	Contractor
Medicine Mtn Camp	SWT I	Ed Striebel
Alpena	WD I	Mid-Dakota RWS
Oak Mountain	WT I/WD I	Ed Striebel
Ken's Trailer Court	WD I	Ed Striebel

10. Status of Certification Program-New systems for enforcement?
11. Other Business
12. Next Meeting
13. Adjournment

Unapproved Minutes
Operator Certification Board Meeting
April 18, 2017
Matthew Training Center-Pierre

Members Present: Dan Fink, Chris Schmit, Dave VanCleave, Bill Sarringar, Ryan Allen, Robin Bobzien

Members Absent: None

Others Present: Rob Kittay-Secretary to the Board and Joe Hindman, Ed Elwood, and Bev Lewis-Nisland

Call to Order by Chairperson Sarringar at 1:53 pm.

Introduction of New Board Members: As this was Bobzien's and Allen's first meeting, they introduced themselves to the Board.

Approval of Agenda: Kittay wanted to add a contract review for Oldham and Spearfish KOA, cancel a contract review for Oak Mountain, and add an exam application review. As Nisland was present at the meeting, the Board wanted to move them up in the agenda. Schmit moved to approve the amended agenda. Van Cleave seconded. Motion passed.

Approval of Minutes: The minutes had been emailed previously to the Board members and had been available on the internet. Fink moved to approve the minutes from the last meeting. Schmit seconded. Motion passed.

Old Business: There was none forthcoming.

Final Hearings: The hearing/enforcement process was reviewed for the new board members.

Nisland-Nisland requires a SWT I and WD I. The city had hired an operator from Newell; however, it turns out that he was only taking samples. Kittay notified the City that someone who only samples does not function as a certified operator who must be in direct responsible charge for all operations and maintenance. Joe Hindman just passed the Small Water Treatment System exam. Ed Elwood explained what had happened at Nisland and the actions that the present city officials were taking. Fink moved to continue this hearing at the next board meeting. Schmit seconded. There was a question on when a certificate is actually issued. Kittay explained that if an examinee did not have the one year of experience required to be certified and passed a Class I exam that DENR held the certificate until the one year mark. Motion passed.

Reciprocity: Jeffrey Crockett-He holds a Colorado Class "A" Water Treatment certificate. He now works for Rapid City. This certificate in CO requires a high school graduation plus four years of experience. This compares to SD Class II Water Treatment certificate. Schmit moved to grant a WT II. Allen seconded. Motion passed.

Dan Merrill-He holds a New Mexico Class 3 Water Supply certificate. This certificate in NM requires a high school graduation plus four years of experience. This compares to SD Class II Water Treatment certificate. Schmit moved to grant a WT II. Bobzien seconded. Motion passed.

Final Hearings: Hoven-The Town requires a WD I as it is served by Mid-Dakota RWS. No exams have been attempted by anyone from Hoven. Fink moved that DENR pursue enforcement on this case. Schmit seconded. Motion passed.

Preliminary Hearings: Java-The Town requires a WD I as it is served by WEB RWS. Jerrad Quenomoen has attempted one exam-January 12, 2017 WD I 50%. Van Cleave moved to hold a final hearing at the next board meeting. Schmit seconded. Motion passed.

New Effington-The Town needs a WD I as it is served by BDM RWS. Jake Magnuson has attempted one exam on August 11, 2016-WD I 53%.

Pringle-The Town is a non-community system that has installed chlorination as it was having microbiological issues. It needs a SWT I. No exams have been attempted.

Selby-The City needs a WT I, WD I, WW I, and WWC I. Xavier Perman attempted two exams on June 28, 2016-WW I-42% and WWC I-50%.

Tolstoy-The Town needs a WD I as it is served by Mid-Dakota RWS. No exams have been attempted.

Van Cleave moved that New Effington, Pringle, Selby, and Tolstoy have a final hearing at the next board meeting. Fink seconded. Motion passed.

It should be noted that Hoven and Tolstoy are 11 miles apart. It is then 20 miles up to Java which is seven miles from Selby.

Contract Approvals: The Board was supplied copies of all contracts prior to the meeting. A number of water systems needed new certified operators as Jay Chittim was unavailable to operate systems as of September 30, 2016.

Flying J and Rushmore Ranch/Ed Striebel-Schmit moved to approve these two contracts. Allen seconded. Motion passed.

Meadow Crest Homes and Spearfish KOA/Pat Hasson-Kittay noted that Meadow Crest is a new community PWS and has a radiological MCL problem. Fink moved to approve the contracts. Bobzien seconded. Motion passed.

Cedar Gulch II and Cavalry Trails/Al Sage-Bobzien moved to approve the contracts. Fink seconded. Motion passed.

Black Hills Children's Center and Dry Creek Estates/Bob Powles-Schmit moved to approve the contracts. Van Cleave seconded. Motion passed.

Spearfish Valley Estates/BH Certified Operators-This is a group new to contracting to run water systems. It is comprised of some operators out of Spearfish. Schmit moved to approve the contract. Allen seconded. Motion passed.

Oldham/Kingbrook RWS-Kingbrook is going to operate the Oldham system for a while with intent of then making all the Oldham service connections to eventually be individual connections to the rural water system. Van Cleave moved to approve the contract. Fink seconded. Motion passed.

Review of Application: Ben Roberts from Aberdeen submitted an exam application to take the WT I. Kittay felt the application was closer to a total maintenance worker with minimal job duties focused on water treatment. He wanted the Board to determine the eligibility for the operator. Kittay gave background on previous discussions the Board had on maintenance personnel. Bobzien provided some info from the Aberdeen Water Superintendent. The application as presented had minimal operational time as well as many duties not associated with water treatment. Schmit moved to deny the application. Van Cleave seconded. Motion passed with Bobzien abstaining.

Status of Certification: The Board reviewed the latest status information on systems without certified operators. Kittay updated the Board.

Schmit moved to schedule preliminary hearings at the next Board meeting for the following systems-

Name of System	Lacking Certifications	Comments
Bestgen Water	SWT I/ WD I	Lacking contact hours
Black Hawk Water	WD II	Lacking contact hours
Camp Rimrock	SWT I	Lacking contact hours
Canova	SWT I/ WD I	
Chancellor	WD I	
Fort Meade	WWC I	Lacking contact hours
Glendale Colony	SWT I	
Hutterville Colony	WD I	
Kemp's Camps	SWT I	Lacking contact hours
Northern Lights	WD I	Lacking contact hours
Pine Lake Hills	WD I	Waiting for renewal payment
Provo Township Water	SWT I/WD I	Lacking contact hours
Ree Heights	WD I	Lacking contact hours
Rosholt	SWT I	
Rushmore Tramway	SWT I	Lacking contact hours
Spencer	WD I	
Wagner	WD II/WW I/WWC II	
Wallace	WD I	Lacking contact hours

Fink seconded. Motion passed.

The Board then examined and discussed some more systems. Van Cleave moved to schedule preliminary hearings at the next Board meeting for the following systems-

Name of System	Lacking Certifications	Comments
Cedar Gulch I	WD I	
Centerville	WW I/WWC I	
DOT-Spearfish Reststop	SWT I	

Schmit seconded. Motion passed.

Other Business-John Hatch from Rapid City sent the Board a letter indicating that he did not think that retired operators should lose their certificates. ARSD 74:21:02:55 states that an operator that leaves the water/wastewater field can renew twice. On the third renewal if they are still out of the field, they can no longer renew their certificates. There was no action taken as the regulations clearly indicate how this situation must be handled.

Kittay reviewed the exam process for the Board. The Association of Boards of Certification (ABC) is coming out with a new set of exams this summer along with a new "Need to Know" (NTK). Kittay will be determining a date to start using the new exams and will be giving notice to operators about the new NTK which should not be very different from the current NTK. It will be more specific as there will be a separate NTK for each of the 16 main exams. He will also coordinate with SDARWS as they do the training.

Next Meeting-The next meeting will be in conjunction with the SDWWA Conference at the Huron Crossroads on September 12, 2017 2:00 pm.

Fink moved for adjournment. Schmit seconded. Motion passed. Meeting adjourned at 3:38 pm.



April 21, 2017

Rob Kittay

Date



DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES

JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3182

denr.sd.gov

May 15, 2017

TERESA TEZAK
CO OPERATOR CERTIFICATION

The following water/wastewater operator has applied to South Dakota to receive an Operator Certificate thru reciprocity. South Dakota will grant certificates by reciprocity to operators coming from states where their certification program is of a standard not lower than ours and will extend reciprocal privileges to our operators.

Please answer the following questions concerning your operator certification program so that the South Dakota Board of Operator Certification may make a decision at their next Board meeting (September 12, 2017) as to whether certification should be granted.

Name Timothy M Meloveck

Address 640 County Road 106, Carbondale CO 81623

License Held CO Class "A" Water Operator

What is the education requirement (HS graduation, years of post-secondary, etc.) for this license(s)?

HS graduation

What is the work experience requirement for this license(s)?

W-A requires 4 years hands on operator experience in discipline. Or 2 years operator experience with 2 years appropriate education substitution. (60 credit hours)

Was a written exam taken to gain this license(s)? Yes

What type of questions is on the exam? ABC Standardized Exam

What is the minimum score to pass the exam? 70%

CLASSIFIED

Is your certification program mandatory? Yes

Is this license(s) valid at this time? Yes

Will your program grant reciprocity to all South Dakota water and wastewater operators if minimum requirements are met? Note-South Dakota will grant reciprocity on a case-by-case basis. We compare the education/work experience requirements for your certificate with the requirements for our SD certificates. We do NOT review the education/experience of the operator himself. It is also required that your state will grant reciprocity to our operators coming to your state.

YES

Comments Colorado grants reciprocity on a case-by-case basis as well. We use the same comparisons as SD.

Name and title of person completing this form-

Teresa G Tezak Certification Manager - OCPO

Please check which certificates your agency issues-

Water Treatment Water Distribution
 Wastewater Treatment Wastewater Collection

South Dakota's Operator Certification Law can be found at-
<http://legis.sd.gov/statutes/DisplayStatute.aspx?Type=Statute&Statute=34A-3>

Our regulations are contained within- <http://legis.sd.gov/rules/DisplayRule.aspx?Rule=74:21:02>

Colorado governing Regulation 100 link: https://www.colorado.gov/pacific/sites/default/files/100_2017_%2801%29.pdf

Feel free to write your answers on this sheet, and please include a copy of your regulations concerning Operator Certification. **Please email or fax your reply if possible.** If there are any questions on this matter, feel free to contact me in Pierre. Thank you for your help.

Sincerely,



Rob Kittay-Secretary
Board of Operator Certification
523 E Capitol
Pierre SD 57501
Phone: 605-773-4208
Fax: 605-773-5286
E-mail: rob.kittay@state.sd.us
Web Site: <http://denr.sd.gov/des/dw/opcertqa.aspx>

SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

APPLICATION FOR OPERATOR
CERTIFICATION THRU RECIPROCITY

INSTRUCTIONS TO APPLICANTS:

Application must be received by the Secretary at least FOUR WEEKS BEFORE THE NEXT MEETING OF THE BOARD OF OPERATOR CERTIFICATION. One certificate per application. Fax application to 605-773-5286 or mail application to:

Rob Kittay-Secretary
Board of Operator Certification
523 East Capitol-Foss Building
Pierre, SD 57501-3181

Applications for certification thru reciprocity are reviewed on a case-by-case basis by the Board of Operator Certification. Requirements for the certificate presently held in your state are compared to the requirements for the desired certificate in South Dakota. A copy of the certificate presently held should be included with the application. Each application must be accompanied by a check or money order for \$10.00 made out to "DENR". If you fax application, please submit fee through the mail.

GENERAL INFORMATION (Print legibly and fill out completely):

1. Name Meloveck Timothy M.
Last First Middle

2. Home Mailing Address 640 County Rd. 106 Carbondale CO 81623

3. Phone 970 987 3841 Fax 970 963 0849

4. Email Address tmeloveck@yahoo.com

South Dakota Certificate Desired
(Check only one)

- Water Treatment
- Water Distribution
- Wastewater Treatment
- Wastewater Collection
- Small Water Treatment
- Small WW System/
Stabilization Pond

Certificate Level
(Check only one)

- I
- II
- III
- IV

5. Certificate Now Held Water Treatment A From Which State Colorado

6. Was an exam passed to acquire this certificate? Check one. Yes No

7. Is this certificate valid with all fees up-to-date? Check one. Yes No

EDUCATION AND TRAINING

Are you a high school graduate? Check one. Yes No GED If no, year completed _____

College/Vo-tech Name	Dates Attended	Major	Date Graduated
Colorado Mountain	2016 - present	Chemistry	2019

List other educational courses completed such as correspondence school, operators' short courses, etc. Give date, name, and location of such courses.

See attached sheets

WATER/WASTEWATER OPERATION EXPERIENCE

Present Position Title Utilitie Supervisor Date Employed 2/25/2009

Supervisor Name and Title Mark O'Meara Utilitie Director

Describe in detail your daily duties as related to the exam for which you are applying (Be Specific!)

See attached sheet

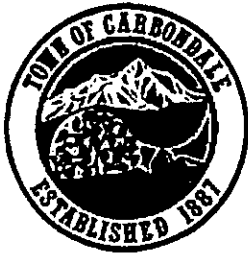
List other job experience which you feel will pertain to your certification qualifications.

Dates	Employer Name/Location	Specific Job Duties Related to Exam Applied For

I hereby certify that this application contains no willful misrepresentations or falsifications and that the information given is true and complete.

Signature Timothy M. Melovech Date 5/8/17

Oper#	3483
Cert Date	
Reciprocity Approved	Yes <input type="checkbox"/> No <input type="checkbox"/>
Cash	PP-MO Check
DENR Use Only	



TOWN OF CARBONDALE UTILITIES

0101 Highway 133
Carbondale, CO 81623
www.carbondalegov.org
(970) 963-3140 Fax: (970) 963-0

October 25, 2016

Re: Timothy Meloveck, Professional Operator recommendation

To Whom It May Concern,

Timothy Meloveck has been with the town of Carbondale Utility Department since 2/25/2009. Tim started as a maintenance worker in the wastewater treatment plant and has since then advanced to the Utilities Supervisor for the Department, As of 06/21/2014.

Tim's tenure with the Department has included some significant upgrades and projects in water treatment, waste water treatment, collection and distribution facets of the Department and the town.

Tim's experience includes the following within the time he has been with the Town of Carbondale:

- 1.2 Million dollar improvement contract to the activated sludge wastewater treatment plant .99 MGD. This project involved complete take down and reconfiguration of the operation of the facility including implementation of new SCADA system.
- Redesign of the biosolids system and implementation of the improvement project overseeing the contractor and startup of the equipment
- Complete knowledge of the NPDES laboratory testing for the NPDES permit.
- Oversees the biosolids permitting and the permitting for the wastewater treatment plant.
- The wastewater treatment plant is classified by the State of Colorado as a Class B facility and class II collection classification
- Several Highway construction project including overseeing installation of new water main testing and tie in.
- Oversight of the water treatment facilities as ORC. Three technologies are being used including Wells with chlorination, wells and booster station to a membrane plant, and a surface water mixed media plant, all with a delivery rating of 1.0 MGD-2.0 mgd.
- State and EPA report submission for compliance
- Oversight of the distribution system including 3 pressure reducing stations along a 9 mile delivery system.
- The water treatment plant is classified by the State of Colorado as a Class B facility, and class II distribution classification
- Tim oversees and coordinated the activities of the departmental staff on 9 subordinates.
ORC Distribution ORC 6/21/14

The equipment that Tim has experience and working knowledge of included:

- Sewer Jet Vactor equipment
- Collection Video equipment
- Wonderware SCADA software with Scadarm telephone dialer.
- Red Lion controllers
- Allen Bradely PLC and controllers
- Huber Technologies screw press
- Centrifugal blowers
- Irrigation ditch activities for raw water irrigation throughout Town
- Emergency stand by generators

- Centrifugal, rotary, and positive displacement pumps
- On line 24/7 equipment including turbidimeters, TSS meters, Oxygen probes, chlorine analyzer equipment pH meters, auto samplers for composit sampling.
- Radio telemetry systems and RTU's
- Tim has also been involved with long range planning and budget proposals.



Tim
Town of Cambridge
Utility Director
970-510-8351

TOWN OF CARBONDLAE JOB DESCRIPTION

POSITION NAME: Utilities Supervisor
Water and Waste Water

DEPARTMENT: Utilities

JOB SUMMARY:

This position is a working supervisory position.

Under the direction of the Utilities Director, this employee supervises daily operations of water or waste water utilities.

This includes waste water collection, water distribution, water and waste water treatment systems.

Employee supervises plant operators, lab technicians, equipment operators and other utility employees.

GENERAL DESCRIPTION OF DUTIES AND RESPONSIBILITIES:

Employee supervises and coordinates activities of water and waste water employees in daily operations of the utility systems.

Employee prepares work schedules for operators and other utility employees and supervises their daily tasks.

This is a working supervisory position and employee is expected to assist other workers in daily operations and assigned projects as necessary.

Employee works with the Utilities Director to plan the day to day operational and maintenance program and projects for the waste water or water systems.

Employee is responsible for utility system compliance with EPA and Colorado Department of Health permits and related regulations.

Employee plans and supervises laboratory programs and supervises lab personnel to ensure compliance with all required permits.

This employee is responsible for Utilities plant operations.

Employee oversees purchase of equipment and materials, files required reports with regulatory agencies and is responsible for establishing adequate record keeping system for Utilities.

Employee makes daily checks of waste water and water systems to ensure that they are operating properly.

Employee is responsible for development of safety programs and training for utility system workers.

Employee directly oversees lead water Utilities operators and provides them their daily work assignments.

Employee meets on a regular basis with the Utilities Director to receive general work assignments and to coordinate tasks with the Utilities Director.

EDUCATION, TRAINING AND EXPERIENCE REQUIRED.

Experience: Three to five years experience in water and waste water utility operations.

Employee is expected to have acquired the necessary information and skills to perform the job reasonably well within six months of employment.

Education: A high school diploma or equivalent is required.

Class B Water and Class B Waste water Colorado or equivalent Plant Operator's Certificate is required.

Class II Collection and Class II Distribution Certificate or equivalent is required.

OTHER SKILLS, CERTIFICATIONS, LICENSES AND TOOLS REQUIRED:

Technical skills: A thorough knowledge of water production, treatment and distribution is desired.

A thorough knowledge of waste water collection and treatment is required.

Employee must have supervisory and organizational skill necessary to oversee work crews of 5 –10 individuals.

Employee must have analytical ability to ensure that problems with operations are evaluated and solutions are proposed to management.

Employee should be familiar with various laboratory techniques used in conjunction with operating water and waste water utility systems.

Problem solving and decision making: Analyzing problems and developing solutions occurs on a daily basis with this position.

Employee must make decisions regarding utility operations and may be required to make operational decisions on weekends or after hours in the absence of Utilities Director.

Employee must react to citizen requests or services and handle complaints in a diplomatic and successful manner.

DESCRIPTION OF WORK SCHEDULE, HOURS, OVERTIME REQUIREMENTS:

7:00 a.m. to 3:30 p.m., Monday through Friday (1/2 hour lunch).

Participation in on-call emergency operations.

Overtime as needed.

SUPERVISION RECEIVED:

This employee works under the general supervision of the Utilities Director.

Employee is accountable to the Utility Director and management for routine budgets and expenditures for operations.

SUPERVISION EXERCISED:

Employee has daily supervision over Utilities department employees and assigns their daily tasks.

Employee participates in the annual budget process and has authority to purchase necessary supplies, parts and materials.

FLSA STATUS:

Non-exempt.

COMPLEXITY/ RESPONSIBILITY:

This position is distinguished from the Utility Director by a lower level of expertise, and responsibility.

Work involves supervisory, technical, and administrative duties.

Work involves basic manual labor and heavy equipment operation, with a need to be aware of surrounding conditions in order to work in a safe manner.

Work requires analysis of fact and selection of methods to complete assigned tasks.

SCOPE OF INTERPERSONAL CONTACTS:

Employee has frequent contact with other departments, subordinate personnel and general public.

Employee has frequent contact with management and is responsible for advising management of ongoing utility operations.

WORK ENVIRONMENT/PHYSICAL REQUIREMENTS:

Employee is required to work in all weather conditions.

Physical tasks may include lifting, shoveling and carrying loads up to 75 lbs.

Employee may work in adverse conditions including but not limited to trench work, snow removal, repairing leaks and working with chemicals.

Hours may be long, often exceeding 40 hrs. per week and involve weekend work.

Employee may be subject to emergency call back and work in extreme conditions for extended periods of time.

State of Colorado

COLORADO WATER AND WASTEWATER FACILITY OPERATORS CERTIFICATION BOARD

Be it known that Timothy M Meloveck is hereby Certified as a

Class A Water Operator and Certified Water Professional (CWP)

having qualified by Article 9 of Title 25, C.R.S., effective May 23, 2000, and in accordance with Rules and Regulations adopted by the Colorado Water and Wastewater Facility Operators Certification Board.



Expires 6/24/2018

Richard V. Hayes
Secretary of Board

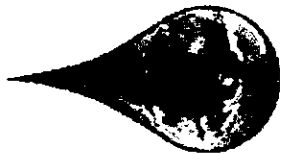
30094

Certificate Number

[Signature]
Board Chairperson

In witness where of I have subscribed my name and affixed the seal of the State of Colorado Certification Board. This 24th day of June, 2015 in the City of Denver, Colorado.

Association of Boards of Certification
An International Organization of Environmental Control Certifying Authorities



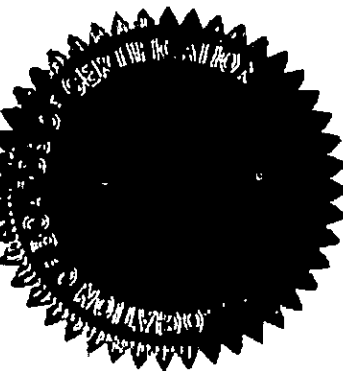
This Certificate of Competency verifies that

Timothy M Meloveck

has fulfilled ABC's standards for education, experience and examination for a

CLASS I WATER LABORATORY ANALYST

Signed and Sealed



A handwritten signature in black ink, appearing to read 'Paul D. Bishop'.

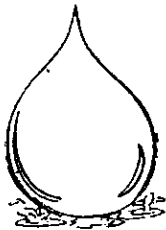
Paul D. Bishop, CAE
ABC Chief Executive Officer

Certificate Number: WL11604E

This certificate expires on 8/12/2018



Advancing Water Quality and Integrity for more than 40 Years



Clearwater Consulting & Water Management, LLC

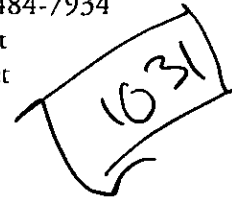
Ed & Dylan Striebel

7005 Timberline Rd., Black Hawk, SD 57718

Phone: (605) 787-5653 • Cell: (605) 484-7934

email: estriebel@rap.midco.net

dstriebel@rap.midco.net



April 21, 2017

Mr. Bryan Combs
Boy Scouts of America
144 North Street
Rapid City, SD 57701

RECEIVED
APR 24 2017

BY: *RL PO*

Subject: Contract for Services
Water System Operator
Medicine Mountain Scout Camp
Near Custer, South Dakota

Dear Mr. Combs:

Clearwater Consulting and Water Management, LLC, (Clearwater Consulting) is pleased to provide this proposal to provide contract water system operator services at the Medicine Mountain Scout Camp Water System located near Custer, South Dakota. Review of the available information indicates that the water system currently has approximately 17 service connections providing water to approximately 200 people per day during the summer months. During the months of September through May, the entire water system is taken offline with the exception of service to the Cozine Family Camp. Monthly bacteriological sampling is still required during this time. The camp's water supply consists of one primary well and one back-up well. The primary well was completed at a depth of approximately 600 feet below the existing ground surface. The condition of the back-up well is unknown and it is our understanding that the well is not in service at this time. Water is disinfected with Sodium Hypochlorite in the well house and pumped to a 10,000 gallon cistern for storage. From there, water is gravity fed to a pump house that then boosts the water into distribution.

TASK SUMMARY

We have assumed the following in preparation of this task and cost summary:

1. Electrical costs, treatment chemicals, laboratory testing and state and local taxes are not included in our estimate.
2. Services and fees for treatment system evaluation and design are not included in our estimate.
3. System equipment and sample sites will be reasonably accessible to Clearwater Consulting personnel at all times. Access will be provided to all locked gates, well pits, storage tanks, equipment enclosures etc.

Based on the above information and information provided by you, we propose to provide the following services.

System Operation Services

- visit the site one time weekly when the camp is open to campers and one time monthly during the off season, or as needed, to inspect treatment system, well pumps and/or storage tanks,
- provide timely water sampling and testing as necessary to comply with state and federal regulations,
- maintain sampling and testing records as necessary to comply with state and federal regulations,
- provide a monthly report of activities as well as copies of appropriate laboratory reports for the Medicine Mountain Scout Camp,
- notify you of problems and/or non-compliance issues pertaining to the laboratory testing or water system operation,
- interface with South Dakota DENR personnel during inspections and as needed throughout the year on issues pertaining to water testing and system operation,
- maintain appropriate state certifications as necessary to comply with state and federal regulations,
- maintain direct responsible charge of the water system treatment and distribution system operations and maintenance.

Based on the available information, we anticipate costs of \$800.00 per month during the summer months and \$250.00 per month during the off season to complete the referenced scope.

Items not included in the above cost estimate include emergency call outs, re-sampling services, water treatment system/equipment evaluation, design and installation, water meter installation and repair, meter reading, water line repair and other non-routine time and optional services. Non-routine time and optional services will be provided only upon request of the Medicine Mountain Scout Camp and will be charged at a rate of \$60.00 per hour. Please note that a minimum of three hours, from the time of notification, will be required to respond to an emergency call out or other requested non-routine service.

Please be advised that Clearwater Consulting reserves the right to revise the estimated costs presented above on an annual basis (from the date of this proposal).

Clearwater Consulting has extensive experience in the operation/sampling of water systems such as yours. We will be able to provide your water system with a full range of services including water sampling, system operation and management, system maintenance, and reliable/on-time compliance monitoring and reporting. We can also, upon request, provide optional services including water right application preparation, business plan preparation, water treatment system design and installation, water meter installation, disinfection by-product monitoring plan preparation, implementation and reporting, consumer confidence report preparation, storage tank inspections, testing waiver application and processing, well siting/permitting, meter reading and water system administrative/billing.

Clearwater Consulting is fully certified, licensed and insured. Certificates of insurance, copies of business licenses, certifications and references are available upon request.

Please note that contract review and approval are required by the DENR. Should you chose to accept this proposal please indicate your acceptance by signing, dating and returning one copy of this proposal to us. The second copy is for your records. Upon receipt of the executed proposal we will forward copies to the DENR for their review.

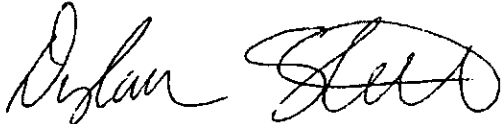
This contract, if initiated, can be terminated for cause or convenience by either party with 30 days written notice. In the event of termination, Clearwater Consulting will be entitled to invoice Medicine Mountain Scout Camp for services performed through the effective date of termination.

Thank you for your consideration on this project. If you have any questions or need additional information, please don't hesitate to give me a call at 605-787-5653.

Respectfully,



Edmund L. Striebel, PG
Clearwater Consulting and Water Management, LLC
7005 Timberline Road
Black Hawk, SD 57718



Dylan L. Striebel
Clearwater Consulting and Water Management, LLC
7005 Timberline Road
Black Hawk, SD 57718

PROPOSAL ACCEPTANCE

Signature



Date 4/24/2017

Typed/Printed Name

Bryan Combes

Company

Black Hills Area Council, BSA

**WATER FACILITIES
ADMINISTRATION AGREEMENT**

This Agreement is made and entered into this 1st day of JANUARY, ~~2013~~ ²⁰¹⁷ by and between Mid-Dakota Rural Water System, Inc., P.O. Box 318, Miller, SD, 57362-0318 ("Mid-Dakota") and City of Alpena, a South Dakota Municipal Corporation, PO Box 75, Alpena, SD 57312 ("City").

RECITALS

- A. Mid-Dakota owns and operates a rural water distribution system in several counties in central South Dakota, including Jerauld County. Mid-Dakota's pipeline is connected to the water distribution system of City.
- B. City owns and operates a water distribution system ("the System") within its city limits (which System may include a well and pump). City has agreed and is purchasing water from Mid-Dakota and is distributing water through City's System.
- C. City desires to have Mid-Dakota manage the day-to-day operation of City's System, including operations, maintenance, repairs and billing.
- D. Alpena also owns and operates a municipal sewer system ("The Sewer System"). Alpena intends to continue to operate the Sewer System, but may opt to contract the management of the Sewer System to Mid-Dakota by way of a separate agreement, in the interim Mid-Dakota will be responsible for billing for the use of the Sewer System.

AGREEMENT

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Duties of Mid-Dakota. Effective on the first day of the first month following execution of this Agreement, Mid-Dakota shall manage and administer City's System. It is specifically understood and agreed that Mid-Dakota shall manage the System only, and that it shall have no responsibility of any kind relating to City's sewer system or any other City functions absent a separate written agreement between the parties. Mid-Dakota, as manager and administrator of City's System, shall be responsible for the following:

- (a). the day to day operation and maintenance of the System, including inspections and response to requests for service;
- (b). making Minor Repairs to the System;
- (c). contracting for and supervising Major Repairs and Capital Improvements to the System;
- (d). billings and collections, upon the terms and conditions set forth below; and

(e). such other duties and responsibilities as the parties may agree upon in writing.

2. Water Supply Contract. Alpena will, contemporaneously with this Agreement, execute a Class I or Class II Special User Water Supply Contract ("Water Supply Contract"). No Special Users (as defined by Mid-Dakota's policies and procedures) will be served by Mid-Dakota unless and until they execute a Class I or Class II (as appropriate) Special User Water Supply Contract. Mid-Dakota will not execute a water supply contract, whether Class I or Class II, with Alpena or any Special User in Alpena that contains a Peak Factor of less than 2.0.

3. Definition of Terms. The term "Minor Repairs", as used in this Agreement, means repairs to the System, the cost of which (materials and labor) is \$1,200 or less. The term "Major Repairs and Capital Improvements", as used in this Agreement, means repairs or capital improvements to the System, the actual or estimated (by Mid-Dakota) cost of which exceeds \$1,200.

4. Repairs. Mid-Dakota shall make Minor Repairs as it deems appropriate, and Mid-Dakota shall bear the cost of said Minor Repairs (subject to recovery from City pursuant to paragraph 6 below). When Mid-Dakota in good faith determines that Major Repairs or Capital Improvements are necessary, it shall forthwith so notify city's Governing Body in writing. City shall be responsible for the cost of any Major Repair or Capital Improvement, and no Major Repair or Capital Improvement shall be undertaken unless first approved by City in writing (unless deemed an emergency). Mid-Dakota shall, consistent with applicable law, be responsible for bidding or selecting a contractor on City's behalf, and shall administer the contract during construction.

5. City Customer Billings. Mid-Dakota shall read meters as often as it deems appropriate, and at least monthly submit billings to users for water use and use of the System. Water rates for City's water users shall be as established by City from time-to-time. All payments (including amounts collected by Mid-Dakota through the use of a collection agency or litigation) shall be made directly to Mid-Dakota. Any payments erroneously received by City shall be immediately forwarded to Mid-Dakota.

6. Payment for Water Facilities Administration. Mid-Dakota shall bill City of services pursuant to this Agreement at Mid-Dakota's Cost of Performance. "Cost of Performance" means all labor, material, tools, equipment, out-of-pocket expenditures and overhead made or incurred by Mid-Dakota in connection with all its Duties pursuant to this Agreement, except billing. "Cost of Performance" also includes \$1 per water user, which amount is intended to reimburse Mid-Dakota for the cost of labor, materials, equipment and overhead at Mid-Dakota's Operations and Maintenance Center related to billing. City may elect to make purchases directly as requested by Mid-Dakota. City shall notify Mid-Dakota in writing of any such election.

City shall also pay Mid-Dakota a fee to assist with the cost of Mid-Dakota's liability insurance in amount equal to 6% of the total monthly Cost of Performance (the "Insurance Fee"). The Insurance Fee shall be paid as set out below in subsections 8(a); provided, however, that if there are not sufficient revenues over the course of the year to cover the cost of the Insurance Fee, the City shall pay any shortfall to Mid-Dakota within 30 days of receipt of a billing from Mid-Dakota.

No later than the 30th of each month, Mid-Dakota shall offset from the amount collected as provided in paragraph five above the amount due to Mid-Dakota pursuant to the Water Supply Contract and this Agreement, and the balance, if any, shall be remitted to City. If there is a balance due from City, it shall be paid within 30 days of the billing date. City specifically acknowledges that Mid-Dakota need only make reasonable efforts to collect from users, and that there may from time to time be a balance owed from City to Mid-Dakota.

City agrees to establish and maintain a fund ("the Fund") dedicated to the payment of any amounts that may from time to time be owed to Mid-Dakota, which Fund shall be funded as set forth in this paragraph 6. City shall deposit into the Fund any amounts paid to it by Mid-Dakota representing the net balance of any amounts collected by Mid-Dakota on City's behalf. City may only withdraw amounts from the Fund to pay any balance owed to Mid-Dakota or with Mid-Dakota's prior written consent. City shall remain responsible to timely pay any amounts owed to Mid-Dakota even if the amount available in the Fund is insufficient to pay the balance then owed to Mid-Dakota.

7. Sewer System Billing. Effective the first day of the first month after execution of this Agreement, Mid-Dakota will provide billing services to Alpena for users of the Sewer System. Mid-Dakota will bill at rates established from time-to-time by Alpena and provided in writing to Mid-Dakota. Alpena agrees to pay Mid-Dakota \$1 per month per service connection for this service, which amount may be deducted by Mid-Dakota from any amounts paid to or on behalf of Alpena. Mid-Dakota shall have no responsibility for collection of delinquent accounts or operations, maintenance or repair of the Sewer System.

8. Disbursement of Amounts Received.

a) Water System. Any amounts received or collected by Mid-Dakota from users of the Water System Shall be disbursed by Mid-Dakota as follows:

I. First, to Mid-Dakota for any amounts due Mid-Dakota from Alpena pursuant to the terms of this Agreement or the Water Supply Contract.

II. Second, any balance remaining shall be paid to Alpena.

b) Sewer System. Any amounts received or collected by Mid-Dakota from users of the Sewer System shall be disbursed by Mid-Dakota as follows:

I. First, to Mid-Dakota for any amounts due Mid-Dakota from Alpena pursuant to the terms of this Agreement or the Water Supply Contract.

II. Second, any balance remaining shall be paid to Alpena.

c) Miscellaneous. The payments provided for herein shall be made no later than the last day of each month. Mid-Dakota assumes no liability for the indebtedness owed by Alpena to the United States.

9. Indemnification. Alpena hereby agrees to indemnify and hold Mid-Dakota harmless from and against any and all claims, causes, actions and cause of action of any kind or nature whatsoever (including costs and reasonable attorney fees) arising out of or related to Mid-Dakota's duties and obligations pursuant to this Agreement. Without limiting the generality of

the foregoing, Alpena specifically agrees that it will indemnify and hold Mid-Dakota harmless from and against any claims relating to or arising out of the following:

- (a). Mid-Dakota's billing and collection practices;
- (b). Inspections and repairs of the Water or Sewer System; or
- (c). Personal injury or property damage relating to fire or fire suppression.

Nothing in this paragraph 9 shall require Alpena to be responsible for or defend against claims, causes, actions or causes of action arising solely from errors or omissions of Mid-Dakota, its officers, employees or agents.

10. Waiver of Liability. City acknowledges that Mid-Dakota is taking on administration of the System "as is", and without any inspection by Mid-Dakota of the System. City further acknowledges that the System or portions of the System is old and may be in need of repair. City further acknowledges and agrees that, pursuant to the terms of this Agreement, Major Repairs and Capital Improvements may not be undertaken until and unless approved by City. City further acknowledges that Mid-Dakota will not have an employee on-site full-time, and that it will not necessarily conduct inspections on a day-to-day basis. City acknowledges and agrees that Mid-Dakota's planned mode of administration is reasonable, given the size of the System.

In consideration of the foregoing and the other terms and conditions of this Agreement, City hereby waives any and all claims City may have in the future against Mid-Dakota arising out of or related to personal injury or property damage relating to fire or fire suppression, specifically including in this waiver any claims relating to misfeasance or nonfeasance in the administration of the System that directly or indirectly affect the ability to control fire within the area served by the System. Provided, however, that nothing in this paragraph 10 shall waive any claim or cause of action of City arising solely from the errors or omissions of Mid-Dakota or its officers, agents or employees.

11. Insurance. Each party shall be responsible to maintain its own general liability and workers' compensation insurance policies. Neither party shall have any duty or obligation to name the other as an insured or additional insured.

12. Termination. Either party may terminate this Agreement at any time upon 60 days' written notice to the other. Termination of this Agreement shall not constitute termination of the Water Supply Contract above-described.

13. Miscellaneous. Time is of the essence in the performance of this Agreement. This Agreement may only be amended by a written document, executed with the same formalities as this Agreement. City agrees to adopt whatever ordinances are necessary and appropriate to authorize and implement the terms of this Agreement. This Agreement shall not be effective unless or until it is properly authorized by City's governing body and approved by Mid-Dakota's board of directors.

[SIGNATURES ON FOLLOWING PAGE]

Dated this 23 day of Jan, 2017.

MID-DAKOTA RURAL WATER SYSTEM, INC.

BY: James McMillan
ITS: Chairman

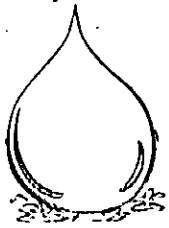
ATTEST:
Kurt Pfeifle
Kurt Pfeifle
Manager (corporate seal)

Dated this ___ day of _____, 20__.

CITY OF ALPENA

BY: Steve Larson
ITS: MAYOR

ATTEST:
Shawn Ochsney
Clerk/Finance Officer (Seal)



Clearwater Consulting & Water Management, LLC

Ed & Dylan Striebel

7005 Timberline Rd., Black Hawk, SD 57718

Phone: (605) 787-5653 • Cell: (605) 484-7934

email: estriebel@rap.midco.net

dstriebel@rap.midco.net

September 20, 2016

Mr. Heith Pinske
Oak Mountain Country Estates
20788 Mountain Court Road
Sturgis, SD 57785

2151
00220

Subject: Contract for Services
Interim Water System Operator
Oak Mountain Country Estates
Near Sturgis, South Dakota

Dear Mr. Pinske:

Clearwater Consulting and Water Management, LLC, (Clearwater Consulting) is pleased to provide this proposal to provide contract water system operator services on an interim basis at the Oak Mountain Country Estates Water System located near Deadwood, South Dakota. Review of the available information indicates that the water system currently serves approximately 29 residences. Water is being supplied from two wells. The primary well (Oak Ridge Cemetery Well) is owned by the City of Deadwood and was completed at a depth of approximately 1060 feet below the existing ground surface in the Deadwood Formation. The back-up well was also completed in the Deadwood Formation at a depth of 975 feet below the ground surface. Water Storage consists of two reservoirs with a storage capacity of approximately 11,000 gallons each. Water treatment (chlorination and iron/radium removal), consists of Sodium Hypochlorite, Manganese Sulfate and Potassium Permanganate injected in a series. The treated water flows through two mixing chambers followed by a series of filtration units. The treatment system does not appear to be operating as designed as the system has a history of radium (gross alpha and radium 226/228) violations and is currently under administrative order from DENR to mitigate the radium issues.

It is our understanding that Oak Mountain Country Estates is currently re-evaluating the treatment system as installed. It is further our understanding that Clearwater Consulting's services are required on an interim basis until an operator from within or near the sub-division can be hired, trained and certified.

TASK SUMMARY

We have assumed the following in preparation of this task and cost summary:

1. Electrical costs, treatment chemicals, laboratory testing and state and local taxes are not included in our estimate.
2. Services and fees for treatment system evaluation and design are not included in our estimate.
3. System equipment and sample sites will be reasonably accessible to Clearwater Consulting personnel at all times. Access will be provided to all locked gates, well pits, storage tanks, equipment enclosures etc. Snow removal, if required, will be provided by Oak Mountain Country Estates.

Based on the above information and information provided by you, we propose to provide the following services.

System Operation Services

- visit the site one time weekly, or as needed, to inspect treatment system, well pumps and/or storage tanks,
- provide timely water sampling and testing as necessary to comply with state and federal regulations,
- maintain sampling and testing records as necessary to comply with state and federal regulations.
- provide a monthly report of activities as well as copies of appropriate laboratory reports for the Oak Mountain Country Estates,
- notify you of problems and/or non-compliance issues pertaining to the laboratory testing or water system operation,
- interface with South Dakota DENR personnel during inspections and as needed throughout the year on issues pertaining to water testing and system operation,
- maintain appropriate state certifications as necessary to comply with state and federal regulations.
- maintain direct responsible charge of the water system treatment and distribution system operations and maintenance.

Based on the available information, we anticipate costs of \$450.00 per month to complete the referenced scope.

Items not included in the above cost estimate include emergency call outs, re-sampling services, water treatment system/equipment evaluation, design and installation, water meter installation and repair, meter reading, water line repair and other non-routine time and optional services. Non-routine time and optional services will be provided only upon request of the Oak Mountain Country Estates and will be charged at a rate of \$60.00 per hour. Please note that a minimum of three hours, from the time of notification, will be required to respond to an emergency call out or other requested non-routine service.

Please be advised that Clearwater Consulting reserves the right to revise the estimated costs presented above on an annual basis (from the date of this proposal).

Clearwater Consulting has extensive experience in the operation/sampling of water systems such as yours. We will be able to provide your water system with a full range of services including water sampling, system operation and management, system maintenance, and reliable/on-time compliance monitoring and reporting. We can also, upon request, provide optional services including water right application preparation, business plan preparation, water treatment system design and installation, water meter installation, disinfection by-product monitoring plan preparation, implementation and reporting, consumer confidence report preparation, storage tank inspections, testing waiver application and processing, well siting/permitting, meter reading and water system administrative/billing.

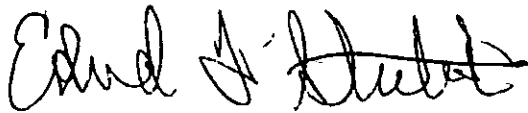
Clearwater Consulting is fully certified, licensed and insured. Certificates of insurance, copies of business licenses, certifications and references are available upon request.

Please note that contract review and approval are required by the DENR. Should you chose to accept this proposal please indicate your acceptance by signing, dating and returning one copy of this proposal to us. The second copy is for your records. Upon receipt of the executed proposal we will forward copies to the DENR for their review.

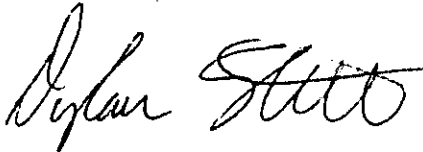
This contract, if initiated, can be terminated for cause or convenience by either party with 30 days written notice. In the event of termination, Clearwater Consulting will be entitled to invoice Oak Mountain Country Estates for services performed through the effective date of termination.

Thank you for your consideration on this project. If you have any questions or need additional information, please don't hesitate to give me a call at 605-787-5653.

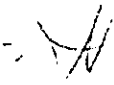
Respectfully,

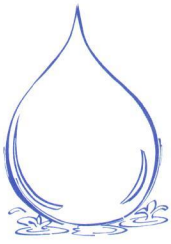


Edmund L. Striebel, PG
Clearwater Consulting and Water Management, LLC
7005 Timberline Road
Black Hawk, SD 57718



Dylan L. Striebel
Clearwater Consulting and Water Management, LLC
7005 Timberline Road
Black Hawk, SD 57718

PROPOSAL ACCEPTANCE	
Signature 	Date 9-27-16
Typed/Printed Name Heath Pinske	
Company	



Clearwater Consulting & Water Management, LLC

Ed & Dylan Striebel

7005 Timberline Rd., Black Hawk, SD 57718

Phone: (605) 787-5653 • Cell: (605) 484-7934

email: estriebel@rap.midco.net

dstriebel@rap.midco.net

August 10, 2017

Ms. Merideth Pangburn
Ken's Trailer Court
1905 Stagebarn Circle
Spearfish, SD 57783

Subject: Contract for Services
Water System Operation and Oversight
Ken's Trailer Court
Spearfish, South Dakota

Dear Ms. Pangburn:

Clearwater Consulting and Water Management, LLC, (Clearwater Consulting) is pleased to provide this proposal to provide contract water system operator services on an interim basis at the Ken's Trailer Court Water System, 360 Hillsvie Drive, Spearfish, South Dakota. Review of the available information indicates that the water system currently serves approximately 48 residences. No chlorination system is currently in operation at the water system.

We have assumed the following in preparation of this task and cost summary:

- Treatment chemical costs, laboratory testing and state and local taxes are not included in our estimate.
- Sample sites will be reasonably accessible to Clearwater Consulting personnel. Access will be provided to locked gates, well pits, equipment enclosures etc.

Based on the above information and information provided by you, we propose to provide the following services.

- visit the site a minimum of two times per month, or as needed to inspect and/or adjust well pumps and automatic controls,
- provide timely water sampling and testing as necessary to comply with state and federal regulations,
- maintain sampling and testing records as necessary to comply with state and federal regulations,
- interface with South Dakota DENR personnel during inspections and as needed throughout the year on issues pertaining to water testing and system operation,
- maintain appropriate state certifications as necessary to comply with state and federal regulations,
- maintain direct responsible charge of the water system treatment and distribution system operations and maintenance.

Based on the information provided, we anticipate costs of \$350.00 per month to provide the services referenced above.

Items not included in the above cost estimate consist of emergency call outs, water meter installation and repair, meter reading, water line repair, re-sampling services and other non-routine time and optional services. Non-routine time and optional services will be provided only upon request of Ken's Trailer Court and will be charged at a rate of \$60.00 per hour.

Also, please note that the cost estimate is based on two routine visits to the site per month. However, if upon review of this proposal, the South Dakota Department of Environment and Natural Resources (DENR) requires more frequent site visits, additional fees may be required and will be charged at rates of \$150.00 per additional routine site visit (if required by the DENR).

Please be advised that Clearwater Consulting reserves the right to revise the estimated costs presented above on an annual basis (from the date of this proposal).

Clearwater Consulting has extensive experience in the operation of water systems such as yours. We will be able to provide your water system with a full range of standard services including system operation and management, system maintenance, and reliable/on-time compliance monitoring and reporting. We can also, upon request, provide optional services including water right application preparation, business plan preparation, water treatment system design and installation, water meter installation, disinfection by-product monitoring plan preparation, implementation and reporting, consumer confidence report preparation, storage tank inspections, testing waiver application and processing, well siting/permitting, meter reading services and system administrative/billing services.

Clearwater Consulting is fully certified, licensed and insured. Certificates of insurance, copies of business licenses, certifications and references are available upon request.

Please note that contract review and approval are required by the DENR. Should you chose to accept this proposal please indicate your acceptance by signing, dating and returning one copy of this proposal to us. The second copy is for your records. Upon receipt of the executed proposal we will forward copies to the DENR for their review.

This contract, if initiated, can be terminated for cause or convenience by either party with 30 days written notice. In the event of termination, Clearwater Consulting will be entitled to invoice Ken's Trailer Court for services performed through the effective date of termination.

Should you choose to accept this proposal, please indicate your acceptance by signing, dating and returning one copy of the proposal to us. The second copy is for your records.

Thank you for your consideration on this project. If you have any questions or need additional information, please don't hesitate to give me a call at 605-787-5653.

Respectfully,



Edmund L. Striebel
Clearwater Consulting
7005 Timberline Road
Black Hawk, SD 57718



Dylan L. Striebel
Clearwater Consulting
7005 Timberline Road
Black Hawk, SD 57718

PROPOSAL ACCEPTANCE

Signature



Date

8-16-17

Typed/Printed Name

Meredith Pangborn

Company

JHP Investments