

# **OPERATOR'S CONTRACT: CLASS I OPERATOR**

## **SECTION I**

### **PARTIES:**

The parties to this agreement are Sage Water Works, Inc., Allan Sage Certified Operator of 5310 Ebony Place, Piedmont, SD 57769, herein called "Operator" and Addie Camp Water & Septic Association, Inc. of Hill City, South Dakota, herein called "Water Association."

Allan Sage is, at minimum, a Class I Water Treatment Operator and a Class I Water Distribution Operator certified by the South Dakota Department of Agricultural and Natural Resources and is an employee of Sage Water Works, Inc. Allan Sage is designated as the employee in charge of services under this contract.

## **SECTION II**

### **DESCRIPTION OF THE SYSTEM:**

The Water Association is the owner of the water system consisting of two (2) water wells (*one primary/one backup*), one (1) reservoir, water mains and lines known as the Addie Camp Water & Septic Association, Inc. formerly known as Prairie Berry Winery water system" Water System with registered EPA ID No. 2274. The system's water source is ground water and has fourteen (14) user service connections at the time of the signing of this agreement. Drinking water is treated with chlorine, soda ash and is not treated with phosphates or fluoride.

The system does not include and specifically excludes all water lines, appliances, facilities, hydrants and points of use on the consumer side of the water main for each respective user.

## **SECTION III**

### **PURPOSE:**

The Operator is a certified water system operator and in the business of operating water systems for private associations. The Water Association is the owner of the water system and requires the service of a licensed operator to manage its water system.

All new agreements are subject to amendment until approved by the "South Dakota Board of Operator Certification".

## **SECTION IV**

### **DUTIES OF THE OPERATOR:**

During the term of this contract, the Operator shall perform any and all services required on Exhibit A attached hereto and by this reference incorporated herein.

The termination and restoration of a residence water supply for nonpayment to the Water Association is not a part of the general services rendered in Exhibit A and will be rendered at the request of the Water Association for additional fee(s).

During the term of this contract, the Operator shall be in direct responsible charge of all operations and maintenance of the water system and the Water Association shall not permit any interference with the same.

#### **DUTIES OF THE WATER ASSOCIATION:**

The Water Association shall provide all requested water system and housing community information necessary for Certified Operator to manage the water system including, but not limited to, any and all "as built" plans and maps of the water system, manuals and specifications for the pump, reservoir and water system and an inventory of spare parts and equipment for the same. The Water Association shall further provide and pay for all repairs necessary to the water system in order to maintain the same and shall make such repairs and enhancements as are necessary to provide safe drinking water or required by the Department of Agricultural and Natural Resources for maintenance of its certification as a water system. The Water Association will make every effort to notify the Certified Operator of any planned or unplanned work to be performed on the water system.

### **SECTION V**

#### **COMPENSATION:**

The Water Association shall pay to the Certified Operator for its services the sum of \$1,375.00 per month plus applicable tax for general services. All water testing and water treatment chemicals must be purchased through Sage Water Works, Inc.

The Certified Operator's fee may be adjusted annually based upon the number of additional service connections, wells, and/or increases in operational expenses. Written notice of any such increase will not be less than 30 days.

Payments are due by the 28<sup>th</sup> of every month. Payments not received by the 28<sup>th</sup> of the month or when applicable the adjusted due date will have late charges assessed.

### **SECTION VI**

#### **TERM AND EXTENSION:**

This contract shall commence on the date hereof and shall continue for a period of one (1) year to the anniversary date hereof. This agreement will automatically renew for an additional year unless the Water Association or the Certified Operator gives written notice to the other not later than sixty (60) days prior to the end of the term of its intention to terminate this agreement. All of the terms and conditions of the agreement applicable hereto shall continue in full force and effect for the additional term.

## **INSURANCE:**

The Certified Operator agrees to maintain Worker's Compensation and Employer Liability insurance coverage throughout the term of this agreement as such Worker's Compensation insurance is required from time to time by the laws of the State of South Dakota, holding the Water Association harmless from any claims by the employees of Operator.

The Water Association agrees to indemnify and hold harmless the Certified Operator from any and all claims including, but not limited to, loss of property, theft or legal action as the result of error and/or negligence by the Water Association, its officers, directors, engineers, consultants and agents.

The Certified Operator agrees to indemnify and hold harmless the Water Association from any and all claims including, but not limited to, loss of property, theft or legal action as the result of error and/or negligence by the Certified Operator, its officers, directors, engineers, consultants and agents.

## **SECTION VIII**

### **RELATIONSHIP BETWEEN PARTIES:**

The Water Association contracts with the Certified Operator as an independent contractor and solely for the purposes set forth in this agreement. The Certified Operator shall be free to determine the time, energy and skill required for the performance of the contract and shall be free to schedule such time and service in such manner as the contractor sees fit. The Certified Operator contractor shall not be considered as an employee, joint venture or partner in the operation, maintenance and service of the water system.

The Water Association and Certified Operator shall conduct business in a professional manner at all times and respect each other as business entities with individual operating standards.

## **SECTION IX**

### **RESPONSIBILITY:**

Certified Operator shall perform its services through certified/qualified personnel in a good and workmanlike manner and in accordance with the generally accepted safety practices.

## **SECTION X**

### **TERMINATION:**

- A. Termination Without Cause. Either party hereto may terminate this agreement without cause upon sixty (60) days written notice of termination delivered to the affected party by first class mail.
- B. Death or Disability. This agreement may be terminated by the Operator or Water Association upon thirty (30) days written notice in the event the services required of the Certified Operator cannot be performed by it due to the death, disability, relocation or military service of its Certified Operator and inability to provide a substitute or replacement of the same in order to complete the term of this agreement.

- C. Termination for Breach. In the event of a material breach by one party, the non-breaching party may provide written notice of the breach and terminate this agreement at any time after a reasonable opportunity to cure such breach. Such opportunity not to exceed thirty (30) days. If the breaching party, prior to expiration of such period, has cured the breach, this agreement shall remain in effect for the balance of its current term.

## SECTION XI

### ENTIRE AGREEMENT:

This agreement shall be construed in accordance with the laws of the State of South Dakota and shall constitute the entire agreement between the parties. Any and all prior written or oral agreements are replaced hereby. All section headings in this agreement have been inserted for convenience only and are not to be construed as part of the agreement itself. Wherever a requirement for performance by either party is imposed without specification as to time, it shall be construed that such performance shall be commenced and completed within a reasonable period of time after notice of the need for performance has been given and received.

Executed by the parties on this 1st day of July, 2025.

#### **ADDIE CAMP WATER & SEPTIC ASSOCIATION, INC.**

By: 

Its: President/Owner

#### **SAGE WATER WORKS, INC.**

By: 

Its: President



## **Addie Camp Water & Septic Association, Inc.**

### **Certified Operator Responsibilities**

**Title:** Water Treatment & Distribution Operator  
**Contracted by:** Board of Directors  
**Main Function:** Provides maintenance, technical consultation and system support for drinking water system.  
**Credentials:** Class II Water Treatment Operator; Class I Water Distribution Operator

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#### **Responsibilities:**

1. Maintains efficient system operation by observing proper function of system, including but not limited to: reservoir water levels, pump & master meter(s) operation, fluorination/chlorination/phosphate output, system/pit leaks, pit heaters, pump drives, auto dialers and other equipment requiring or providing monitoring.
2. Records system checks and when appropriate documents corrective actions.
3. Performs on-site inspections at least once per week totaling up to 3 hours per month.
4. Systems with remote monitoring and/or auto-dialers will be monitored by the operator as deemed necessary.
5. Provides 24-hour on-call service 7 days per week for system failure. When available, provides a trained replacement in his absence and notifies Board of Directors/water system owner/designee of departure and return dates.
6. Completes water quality testing as required by the South Dakota Drinking Water Standards, records results and makes necessary modifications to system. (Sampling fees are applicable for any additional sampling resulting from failed samples)
7. Obtains chlorine residual measurements and strives to maintain a chlorine level of at least 0.3 mg/l in all areas of the distribution system. (If applicable) Responsible for quarterly chlorine reporting to South Dakota DANR.
8. Obtains fluoride level measurements and strives to maintain a fluoride level in accordance with South Dakota fluoridation rules and regulations. (If applicable)

9. Attends, as requested by agencies, all on-site inspections by the South Dakota Drinking Water Program, Environmental Protection Agency (EPA) and Department of Agriculture and Natural Resources (DANR).
10. Provides a good, safe working environment.
11. Performs minor, ongoing and preventative system maintenance. \*
12. Identifies and performs needed minor system repairs within scope of capability. \*
13. Performs sediment flushing of water distribution lines and exercises hydrants and main valves on a regular basis. Water Association must provide operator ease of access or this responsibility will default back to Water Association.
14. Provides a monthly status report of drinking water system operations and communicates at membership meetings as requested by Board of Directors/water system owner/designee.
15. Maintains operational, maintenance and administrative records of all drinking water system activities. Water system records will be purged according to standards set forth by the DANR.
16. Answer homeowner's concerns regarding system operation/water quality testing and relays any complaints to Board of Directors/water system owner/designee.
17. Provides consumers with a copy of the Annual Drinking Water Report (public drinking water systems only). Report production & mailing fees are applicable.
18. Provides consumers with a public notice for repeated failed samples or as directed by South Dakota Drinking Water Program (public drinking water systems only). Report production & mailing fees are applicable.
19. Purchases routine supplies/services to include, but not limited to: chemical treatments, chlorine testing materials and water quality analysis reports and submits charges with monthly bill.
20. Analyzes operational data to determine changes and improvements for more efficient operation.
21. Advises Board of Directors of any pending repairs, water quality or system performance issues.
22. Retains valid operator certificate(s).
23. Provides proof of Contractor's Liability Insurance upon request.

\*Minor system maintenance/repairs are those, which do not require time beyond the normal on-site inspection as described in Responsibility #3 or equipment rental or repair parts costing over \$500. Major repairs are not part of this attachment and may be contracted separately on an as-needed basis.

# **OPERATOR'S CONTRACT: CLASS I OPERATOR**

## **SECTION I**

### **PARTIES:**

The parties to this agreement are Sage Water Works, Inc., Allan Sage Certified Operator of 5310 Ebony Place, Piedmont, SD 57769, herein called "Operator" and Angostura Reserve of Hot Springs, South Dakota, herein called "Water Association."

Allan Sage is, at minimum, a Class I Water Treatment Operator and a Class I Water Distribution Operator certified by the South Dakota Department of Agricultural and Natural Resources and is an employee of Sage Water Works, Inc. Allan Sage is designated as the employee in charge of services under this contract.

## **SECTION II**

### **DESCRIPTION OF THE SYSTEM:**

The Water Association is the owner of the water system consisting of one (1) water well, four (4) reservoirs, water mains and lines known as the Angostura Reserve Water System with registered EPA ID No. 0389. The system's water source is ground water and has eight (8) user service connections at the time of the signing of this agreement. Drinking water is treated with chlorine and is not treated with phosphates or fluoride.

The system does not include and specifically excludes all water lines, appliances, facilities, hydrants and points of use on the consumer side of the water main for each respective user.

## **SECTION III**

### **PURPOSE:**

The Operator is a certified water system operator and in the business of operating water systems for private associations. The Water Association is the owner of the water system and requires the service of a licensed operator to manage its water system.

All new agreements are subject to amendment until approved by the "South Dakota Board of Operator Certification".

## **SECTION IV**

### **DUTIES OF THE OPERATOR:**

During the term of this contract, the Operator shall perform any and all services required on Exhibit A attached hereto and by this reference incorporated herein.

The termination and restoration of a residence water supply for nonpayment to the Water Association is not a part of the general services rendered in Exhibit A and will be rendered at the request of the Water Association for additional fee(s).

During the term of this contract, the Operator shall be in direct responsible charge of all operations and maintenance of the water system and the Water Association shall not permit any interference with the same.

#### **DUTIES OF THE WATER ASSOCIATION:**

The Water Association shall provide all requested water system and housing community information necessary for Certified Operator to manage the water system including, but not limited to, any and all "as built" plans and maps of the water system, manuals and specifications for the pump, reservoir and water system and an inventory of spare parts and equipment for the same. The Water Association shall further provide and pay for all repairs necessary to the water system in order to maintain the same and shall make such repairs and enhancements as are necessary to provide safe drinking water or required by the Department of Agricultural and Natural Resources for maintenance of its certification as a water system. The Water Association will make every effort to notify the Certified Operator of any planned or unplanned work to be performed on the water system.

### **SECTION V**

#### **COMPENSATION:**

The Water Association shall pay to the Certified Operator for its services the sum of \$350.00 per month plus applicable tax for general services. All water testing and water treatment chemicals must be purchased through Sage Water Works, Inc.

The Certified Operator's fee may be adjusted annually based upon the number of additional service connections, wells, and/or increases in operational expenses. Written notice of any such increase will not be less than 30 days.

Payments are due by the 28<sup>th</sup> of every month. Payments not received by the 28<sup>th</sup> of the month or when applicable the adjusted due date will have late charges assessed.

### **SECTION VI**

#### **TERM AND EXTENSION:**

This contract shall commence on the date hereof and shall continue for a period of one (1) year to the anniversary date hereof. This agreement will automatically renew for an additional two (2) years unless the Water Association or the Certified Operator gives written notice to the other not later than sixty (60) days prior to the end of the term of its intention to terminate this agreement. All of the terms and conditions of the agreement applicable hereto shall continue in full force and effect for the additional term.

#### **INSURANCE:**

The Certified Operator agrees to maintain Worker's Compensation and Employer Liability insurance coverage throughout the term of this agreement as such Worker's Compensation insurance is required from time to time by the laws of the State of South Dakota, holding the Water Association harmless from any claims by the employees of Operator.

The Water Association agrees to indemnify and hold harmless the Certified Operator from any and all claims including, but not limited to, loss of property, theft or legal action as the result of error and/or negligence by the Water Association, its officers, directors, engineers, consultants and agents.

The Certified Operator agrees to indemnify and hold harmless the Water Association from any and all claims including, but not limited to, loss of property, theft or legal action as the result of error and/or negligence by the Certified Operator, its officers, directors, engineers, consultants and agents.

## **SECTION VIII**

### **RELATIONSHIP BETWEEN PARTIES:**

The Water Association contracts with the Certified Operator as an independent contractor and solely for the purposes set forth in this agreement. The Certified Operator shall be free to determine the time, energy and skill required for the performance of the contract and shall be free to schedule such time and service in such manner as the contractor sees fit. The Certified Operator contractor shall not be considered as an employee, joint venture or partner in the operation, maintenance and service of the water system.

The Water Association and Certified Operator shall conduct business in a professional manner at all times and respect each other as business entities with individual operating standards.

## **SECTION IX**

### **RESPONSIBILITY:**

Certified Operator shall perform its services through certified/qualified personnel in a good and workmanlike manner and in accordance with the generally accepted safety practices.

## **SECTION X**

### **TERMINATION:**

- A. Termination Without Cause. Either party hereto may terminate this agreement without cause upon sixty (60) days written notice of termination delivered to the affected party by first class mail.
- B. Death or Disability. This agreement may be terminated by the Operator or Water Association upon thirty (30) days written notice in the event the services required of the Certified Operator cannot be performed by it due to the death, disability, relocation or military service of its Certified Operator and inability to provide a substitute or replacement of the same in order to complete the term of this agreement.
- C. Termination for Breach. In the event of a material breach by one party, the non-breaching party may provide written notice of the breach and terminate this agreement at any time after a reasonable opportunity to cure such breach. Such opportunity not to exceed thirty (30) days. If the breaching party, prior to expiration of such period, has cured the breach, this agreement shall remain in effect for the balance of its current term.

## SECTION XI

### ENTIRE AGREEMENT:

This agreement shall be construed in accordance with the laws of the State of South Dakota and shall constitute the entire agreement between the parties. Any and all prior written or oral agreements are replaced hereby. All section headings in this agreement have been inserted for convenience only and are not to be construed as part of the agreement itself. Wherever a requirement for performance by either party is imposed without specification as to time, it shall be construed that such performance shall be commenced and completed within a reasonable period of time after notice of the need for performance has been given and received.

Executed by the parties on this 28<sup>th</sup> day of May, 2025.

#### ANGOSTURA RESERVE

By: \_\_\_\_\_

Its: Owner/President

#### SAGE WATER WORKS, INC.

By: \_\_\_\_\_

Its: President



## Angostura Reserve

### Certified Operator Responsibilities

**Title:** Water Treatment & Distribution Operator  
**Contracted by:** Board of Directors  
**Main Function:** Provides maintenance, technical consultation and system support for drinking water system.  
**Credentials:** Class II Water Treatment Operator; Class I Water Distribution Operator

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#### Responsibilities:

1. Maintains efficient system operation by observing proper function of system, including but not limited to: reservoir water levels, pump & master meter(s) operation, fluorination/chlorination/phosphate output, system/pit leaks, pit heaters, pump drives, auto dialers and other equipment requiring or providing monitoring.
2. Records system checks and when appropriate documents corrective actions.
3. Performs on-site inspections at least once per week totaling up to 3 hours per month.
4. Systems with remote monitoring and/or auto-dialers will be monitored by the operator as deemed necessary.
5. Provides 24-hour on-call service 7 days per week for system failure. When available, provides a trained replacement in his absence and notifies Board of Directors/water system owner/designee of departure and return dates.
6. Completes water quality testing as required by the South Dakota Drinking Water Standards, records results and makes necessary modifications to system. (Sampling fees are applicable for any additional sampling resulting from failed samples)
7. Obtains chlorine residual measurements and strives to maintain a chlorine level of at least 0.3 mg/l in all areas of the distribution system. (If applicable) Responsible for quarterly chlorine reporting to South Dakota DANR.
8. Obtains fluoride level measurements and strives to maintain a fluoride level in accordance with South Dakota fluoridation rules and regulations. (If applicable)

9. Attends, as requested by agencies, all on-site inspections by the South Dakota Drinking Water Program, Environmental Protection Agency (EPA) and Department of Agriculture and Natural Resources (DANR).
10. Provides a good, safe working environment.
11. Performs minor, ongoing and preventative system maintenance. \*
12. Identifies and performs needed minor system repairs within scope of capability. \*
13. Performs sediment flushing of water distribution lines and exercises hydrants and main valves on a regular basis. Water Association must provide operator ease of access or this responsibility will default back to Water Association.
14. Provides a monthly status report of drinking water system operations and communicates at membership meetings as requested by Board of Directors/water system owner/designee.
15. Maintains operational, maintenance and administrative records of all drinking water system activities. Water system records will be purged according to standards set forth by the DANR.
16. Answer homeowner's concerns regarding system operation/water quality testing and relays any complaints to Board of Directors/water system owner/designee.
17. Provides consumers with a copy of the Annual Drinking Water Report (public drinking water systems only). Report production & mailing fees are applicable.
18. Provides consumers with a public notice for repeated failed samples or as directed by South Dakota Drinking Water Program (public drinking water systems only). Report production & mailing fees are applicable.
19. Purchases routine supplies/services to include, but not limited to: chemical treatments, chlorine testing materials and water quality analysis reports and submits charges with monthly bill.
20. Analyzes operational data to determine changes and improvements for more efficient operation.
21. Advises Board of Directors of any pending repairs, water quality or system performance issues.
22. Retains valid operator certificate(s).
23. Provides proof of Contractor's Liability Insurance upon request.

\*Minor system maintenance/repairs are those, which do not require time beyond the normal on-site inspection as described in Responsibility #3 or equipment rental or repair parts costing over \$500. Major repairs are not part of this attachment and may be contracted separately on an as-needed basis.

# **OPERATOR'S CONTRACT: CLASS I OPERATOR**

## **SECTION I**

### **PARTIES:**

The parties to this agreement are Sage Water Works, Inc., Allan Sage Certified Operator of 5310 Ebony Place, Piedmont, SD 57769, herein called "Operator" and H&H Land Company #2 LLC of Rapid City, South Dakota, herein called "Water Association."

Allan Sage is, at minimum, a Class I Water Treatment Operator and a Class I Water Distribution Operator certified by the South Dakota Department of Agricultural and Natural Resources and is an employee of Sage Water Works, Inc. Allan Sage is designated as the employee in charge of services under this contract.

## **SECTION II**

### **DESCRIPTION OF THE SYSTEM:**

The Water Association is the owner of the water system consisting of one (1) water well, two (2) reservoirs, water mains and lines known as the Antelope Creek Ranch Water System with registered EPA ID No. 0422. The system's water source is ground water and has five (5) user service connections at the time of the signing of this agreement. Drinking water is treated with chlorine and is not treated with phosphates or fluoride.

The system does not include and specifically excludes all water lines, appliances, facilities, hydrants and points of use on the consumer side of the water main for each respective user.

## **SECTION III**

### **PURPOSE:**

The Operator is a certified water system operator and in the business of operating water systems for private associations. The Water Association is the owner of the water system and requires the service of a licensed operator to manage its water system.

All new agreements are subject to amendment until approved by the "South Dakota Board of Operator Certification".

## **SECTION IV**

### **DUTIES OF THE OPERATOR:**

During the term of this contract, the Operator shall perform any and all services required on Exhibit A attached hereto and by this reference incorporated herein.

The termination and restoration of a residence water supply for nonpayment to the Water Association is not a part of the general services rendered in Exhibit A and will be rendered at the request of the Water Association for additional fee(s).

During the term of this contract, the Operator shall be in direct responsible charge of all operations and maintenance of the water system and the Water Association shall not permit any interference with the same.

#### **DUTIES OF THE WATER ASSOCIATION:**

The Water Association shall provide all requested water system and housing community information necessary for Certified Operator to manage the water system including, but not limited to, any and all "as built" plans and maps of the water system, manuals and specifications for the pump, reservoir and water system and an inventory of spare parts and equipment for the same. The Water Association shall further provide and pay for all repairs necessary to the water system in order to maintain the same and shall make such repairs and enhancements as are necessary to provide safe drinking water or required by the Department of Agricultural and Natural Resources for maintenance of its certification as a water system. The Water Association will make every effort to notify the Certified Operator of any planned or unplanned work to be performed on the water system.

### **SECTION V**

#### **COMPENSATION:**

The Water Association shall pay to the Certified Operator for its services the sum of \$450.00 per month plus applicable tax for general services. All water testing and water treatment chemicals must be purchased through Sage Water Works, Inc.

The Certified Operator's fee may be adjusted annually based upon the number of additional service connections, wells, and/or increases in operational expenses. Written notice of any such increase will not be less than 30 days.

Payments are due by the 28<sup>th</sup> of every month. Payments not received by the 28<sup>th</sup> of the month or when applicable the adjusted due date will have late charges assessed.

### **SECTION VI**

#### **TERM AND EXTENSION:**

This contract shall commence on the date hereof and shall continue for a period of one (1) year to the anniversary date hereof. This agreement will automatically renew for an additional two (2) years unless the Water Association or the Certified Operator gives written notice to the other not later than sixty (60) days prior to the end of the term of its intention to terminate this agreement. All of the terms and conditions of the agreement applicable hereto shall continue in full force and effect for the additional term.

#### **INSURANCE:**

The Certified Operator agrees to maintain Worker's Compensation and Employer Liability insurance coverage throughout the term of this agreement as such Worker's Compensation insurance is required from time to time by the laws of the State of South Dakota, holding the Water Association harmless from any claims by the employees of Operator.

The Water Association agrees to indemnify and hold harmless the Certified Operator from any and all claims including, but not limited to, loss of property, theft or legal action as the result of error and/or negligence by the Water Association, its officers, directors, engineers, consultants and agents.

The Certified Operator agrees to indemnify and hold harmless the Water Association from any and all claims including, but not limited to, loss of property, theft or legal action as the result of error and/or negligence by the Certified Operator, its officers, directors, engineers, consultants and agents.

## **SECTION VIII**

### **RELATIONSHIP BETWEEN PARTIES:**

The Water Association contracts with the Certified Operator as an independent contractor and solely for the purposes set forth in this agreement. The Certified Operator shall be free to determine the time, energy and skill required for the performance of the contract and shall be free to schedule such time and service in such manner as the contractor sees fit. The Certified Operator contractor shall not be considered as an employee, joint venture or partner in the operation, maintenance and service of the water system.

The Water Association and Certified Operator shall conduct business in a professional manner at all times and respect each other as business entities with individual operating standards.

## **SECTION IX**

### **RESPONSIBILITY:**

Certified Operator shall perform its services through certified/qualified personnel in a good and workmanlike manner and in accordance with the generally accepted safety practices.

## **SECTION X**

### **TERMINATION:**

- A. Termination Without Cause. Either party hereto may terminate this agreement without cause upon sixty (60) days written notice of termination delivered to the affected party by first class mail.
- B. Death or Disability. This agreement may be terminated by the Operator or Water Association upon thirty (30) days written notice in the event the services required of the Certified Operator cannot be performed by it due to the death, disability, relocation or military service of its Certified Operator and inability to provide a substitute or replacement of the same in order to complete the term of this agreement.
- C. Termination for Breach. In the event of a material breach by one party, the non-breaching party may provide written notice of the breach and terminate this agreement at any time after a reasonable opportunity to cure such breach. Such opportunity not to exceed thirty (30) days. If the breaching party, prior to expiration of such period, has cured the breach, this agreement shall remain in effect for the balance of its current term.

**SECTION XI****ENTIRE AGREEMENT:**

This agreement shall be construed in accordance with the laws of the State of South Dakota and shall constitute the entire agreement between the parties. Any and all prior written or oral agreements are replaced hereby. All section headings in this agreement have been inserted for convenience only and are not to be construed as part of the agreement itself. Wherever a requirement for performance by either party is imposed without specification as to time, it shall be construed that such performance shall be commenced and completed within a reasonable period of time after notice of the need for performance has been given and received.

Executed by the parties on this 8th day of August, 2025.

**H&H LAND COMPANY #2 LLC**

By:

Its:

Brian Hammonbeck  
President/Owner**SAGE WATER WORKS, INC.**

By:

Its:

[Signature]  
President



## Antelope Creek Ranch

### Certified Operator Responsibilities

<b>Title:</b>	Water Treatment & Distribution Operator
<b>Contracted by:</b>	Board of Directors
<b>Main Function:</b>	Provides maintenance, technical consultation and system support for drinking water system.
<b>Credentials:</b>	Class II Water Treatment Operator; Class I Water Distribution Operator

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#### Responsibilities:

1. Maintains efficient system operation by observing proper function of system, including but not limited to: reservoir water levels, pump & master meter(s) operation, fluorination/chlorination/phosphate output, system/pit leaks, pit heaters, pump drives, auto dialers and other equipment requiring or providing monitoring.
2. Records system checks and when appropriate documents corrective actions.
3. Performs on-site inspections at least once per week totaling up to 3 hours per month.
4. Systems with remote monitoring and/or auto-dialers will be monitored by the operator as deemed necessary.
5. Provides 24-hour on-call service 7 days per week for system failure. When available, provides a trained replacement in his absence and notifies Board of Directors/water system owner/designee of departure and return dates.
6. Completes water quality testing as required by the South Dakota Drinking Water Standards, records results and makes necessary modifications to system. (Sampling fees are applicable for any additional sampling resulting from failed samples)
7. Obtains chlorine residual measurements and strives to maintain a chlorine level of at least 0.3 mg/l in all areas of the distribution system. (If applicable) Responsible for quarterly chlorine reporting to South Dakota DANR.
8. Obtains fluoride level measurements and strives to maintain a fluoride level in accordance with South Dakota fluoridation rules and regulations. (If applicable)

9. Attends, as requested by agencies, all on-site inspections by the South Dakota Drinking Water Program, Environmental Protection Agency (EPA) and Department of Agriculture and Natural Resources (DANR).
10. Provides a good, safe working environment.
11. Performs minor, ongoing and preventative system maintenance. \*
12. Identifies and performs needed minor system repairs within scope of capability. \*
13. Performs sediment flushing of water distribution lines and exercises hydrants and main valves on a regular basis. Water Association must provide operator ease of access or this responsibility will default back to Water Association.
14. Provides a monthly status report of drinking water system operations and communicates at membership meetings as requested by Board of Directors/water system owner/designee.
15. Maintains operational, maintenance and administrative records of all drinking water system activities. Water system records will be purged according to standards set forth by the DANR.
16. Answer homeowner's concerns regarding system operation/water quality testing and relays any complaints to Board of Directors/water system owner/designee.
17. Provides consumers with a copy of the Annual Drinking Water Report (public drinking water systems only). Report production & mailing fees are applicable.
18. Provides consumers with a public notice for repeated failed samples or as directed by South Dakota Drinking Water Program (public drinking water systems only). Report production & mailing fees are applicable.
19. Purchases routine supplies/services to include, but not limited to: chemical treatments, chlorine testing materials and water quality analysis reports and submits charges with monthly bill.
20. Analyzes operational data to determine changes and improvements for more efficient operation.
21. Advises Board of Directors of any pending repairs, water quality or system performance issues.
22. Retains valid operator certificate(s).
23. Provides proof of Contractor's Liability Insurance upon request.

\*Minor system maintenance/repairs are those, which do not require time beyond the normal on-site inspection as described in Responsibility #3 or equipment rental or repair parts costing over \$1,000. Major repairs are not part of this attachment and may be contracted separately on an as-needed basis.

# **OPERATOR'S CONTRACT: CLASS I OPERATOR**

## **SECTION I**

### **PARTIES:**

The parties to this agreement are Sage Water Works, Inc., Allan Sage Certified Operator of 5310 Ebony Place, Piedmont, SD 57769, herein called "Operator" and Weston Heights Homeowners Association of Rapid City, South Dakota, herein called "Water Association."

Allan Sage is, at minimum, a Class I Water Treatment Operator and a Class I Water Distribution Operator certified by the South Dakota Department of Agricultural and Natural Resources and is an employee of Sage Water Works, Inc. Allan Sage is designated as the employee in charge of services under this contract.

## **SECTION II**

### **DESCRIPTION OF THE SYSTEM:**

The Water Association is the owner of the water system consisting of two (2) water wells, one (1) reservoir, water mains and lines known as the Weston Heights Homeowners Association Water System with registered EPA ID No. 0862. The system's water source is ground water and has one hundred and forty-nine (149) user service connections at the time of the signing of this agreement. Drinking water is treated with chlorine and is not treated with phosphates or fluoride.

The system does not include and specifically excludes all water lines, appliances, facilities, hydrants and points of use on the consumer side of the water main for each respective user.

## **SECTION III**

### **PURPOSE:**

The Operator is a certified water system operator and in the business of operating water systems for private associations. The Water Association is the owner of the water system and requires the service of a licensed operator to manage its water system.

All new agreements are subject to amendment until approved by the "South Dakota Board of Operator Certification".

## **SECTION IV**

### **DUTIES OF THE OPERATOR:**

During the term of this contract, the Operator shall perform any and all services required on Exhibit A attached hereto and by this reference incorporated herein.

The termination and restoration of a residence water supply for nonpayment to the Water Association is not a part of the general services rendered in Exhibit A and will be rendered at the request of the Water Association for additional fee(s).

During the term of this contract, the Operator shall be in direct responsible charge of all operations and maintenance of the water system and the Water Association shall not permit any interference with the same.

#### **DUTIES OF THE WATER ASSOCIATION:**

The Water Association shall provide all requested water system and housing community information necessary for Certified Operator to manage the water system including, but not limited to, any and all "as built" plans and maps of the water system, manuals and specifications for the pump, reservoir and water system and an inventory of spare parts and equipment for the same. The Water Association shall further provide and pay for all repairs necessary to the water system in order to maintain the same and shall make such repairs and enhancements as are necessary to provide safe drinking water or required by the Department of Agricultural and Natural Resources for maintenance of its certification as a water system. The Water Association will make every effort to notify the Certified Operator of any planned or unplanned work to be performed on the water system.

### **SECTION V**

#### **COMPENSATION:**

The Water Association shall pay to the Certified Operator for its services the sum of \$550.00 per month plus applicable tax for general services. All water testing and water treatment chemicals must be purchased through Sage Water Works, Inc.

The Certified Operator's fee may be adjusted annually based upon the number of additional service connections, wells, and/or increases in operational expenses. Written notice of any such increase will not be less than 30 days.

Payments are due by the 28<sup>th</sup> of every month. Payments not received by the 28<sup>th</sup> of the month or when applicable the adjusted due date will have late charges assessed.

### **SECTION VI**

#### **TERM AND EXTENSION:**

This contract shall commence on the date hereof and shall continue for a period of one (1) year to the anniversary date hereof. This agreement will automatically renew for an additional year unless the Water Association or the Certified Operator gives written notice to the other not later than sixty (60) days prior to the end of the term of its intention to terminate this agreement. All of the terms and conditions of the agreement applicable hereto shall continue in full force and effect for the additional term.

#### **INSURANCE:**

The Certified Operator agrees to maintain Worker's Compensation and Employer Liability insurance coverage throughout the term of this agreement as such Worker's Compensation insurance is required from time to time by the laws of the State of South Dakota, holding the Water Association harmless from any claims by the employees of Operator.

The Water Association agrees to indemnify and hold harmless the Certified Operator from any and all claims including, but not limited to, loss of property, theft or legal action as the result of error and/or negligence by the Water Association, its officers, directors, engineers, consultants and agents.

The Certified Operator agrees to indemnify and hold harmless the Water Association from any and all claims including, but not limited to, loss of property, theft or legal action as the result of error and/or negligence by the Certified Operator, its officers, directors, engineers, consultants and agents.

## **SECTION VIII**

### **RELATIONSHIP BETWEEN PARTIES:**

The Water Association contracts with the Certified Operator as an independent contractor and solely for the purposes set forth in this agreement. The Certified Operator shall be free to determine the time, energy and skill required for the performance of the contract and shall be free to schedule such time and service in such manner as the contractor sees fit. The Certified Operator contractor shall not be considered as an employee, joint venture or partner in the operation, maintenance and service of the water system.

The Water Association and Certified Operator shall conduct business in a professional manner at all times and respect each other as business entities with individual operating standards.

## **SECTION IX**

### **RESPONSIBILITY:**

Certified Operator shall perform its services through certified/qualified personnel in a good and workmanlike manner and in accordance with the generally accepted safety practices.

## **SECTION X**

### **TERMINATION:**

- A. Termination Without Cause. Either party hereto may terminate this agreement without cause upon sixty (60) days written notice of termination delivered to the affected party by first class mail.
- B. Death or Disability. This agreement may be terminated by the Operator or Water Association upon thirty (30) days written notice in the event the services required of the Certified Operator cannot be performed by it due to the death, disability, relocation or military service of its Certified Operator and inability to provide a substitute or replacement of the same in order to complete the term of this agreement.
- C. Termination for Breach. In the event of a material breach by one party, the non-breaching party may provide written notice of the breach and terminate this agreement at any time after a reasonable opportunity to cure such breach. Such opportunity not to exceed thirty (30) days. If the breaching party, prior to expiration of such period, has cured the breach, this agreement shall remain in effect for the balance of its current term.

## SECTION XI

### ENTIRE AGREEMENT:

This agreement shall be construed in accordance with the laws of the State of South Dakota and shall constitute the entire agreement between the parties. Any and all prior written or oral agreements are replaced hereby. All section headings in this agreement have been inserted for convenience only and are not to be construed as part of the agreement itself. Wherever a requirement for performance by either party is imposed without specification as to time, it shall be construed that such performance shall be commenced and completed within a reasonable period of time after notice of the need for performance has been given and received.

Executed by the parties on this 18 day of June, 2025.

#### WESTON HEIGHTS HOMEOWNERS ASSOCIATION

By: Kathryn Patterson  
Its: President

#### SAGE WATER WORKS, INC.

By: Sage  
Its: President



## Weston Heights Homeowners Association

### Certified Operator Responsibilities

**Title:** Water Treatment & Distribution Operator  
**Contracted by:** Board of Directors  
**Main Function:** Provides maintenance, technical consultation and system support for drinking water system.  
**Credentials:** Class II Water Treatment Operator; Class I Water Distribution Operator

---

#### Responsibilities:

1. Maintains efficient system operation by observing proper function of system, including but not limited to: reservoir water levels, pump & master meter(s) operation, fluorination/chlorination/phosphate output, system/pit leaks, pit heaters, pump drives, auto dialers and other equipment requiring or providing monitoring.
2. Records system checks and when appropriate documents corrective actions.
3. Performs on-site inspections at least once per week totaling up to 3 hours per month.
4. Systems with remote monitoring and/or auto-dialers will be monitored by the operator as deemed necessary.
5. Provides 24-hour on-call service 7 days per week for system failure. When available, provides a trained replacement in his absence and notifies Board of Directors/water system owner/designee of departure and return dates.
6. Completes water quality testing as required by the South Dakota Drinking Water Standards, records results and makes necessary modifications to system. (Sampling fees are applicable for any additional sampling resulting from failed samples)
7. Obtains chlorine residual measurements and strives to maintain a chlorine level of at least 0.3 mg/l in all areas of the distribution system. (If applicable) Responsible for quarterly chlorine reporting to South Dakota DANR.

8. Obtains fluoride level measurements and strives to maintain a fluoride level in accordance with South Dakota fluoridation rules and regulations. (If applicable)
9. Attends, as requested by agencies, all on-site inspections by the South Dakota Drinking Water Program, Environmental Protection Agency (EPA) and Department of Agriculture and Natural Resources (DANR).
10. Provides a good, safe working environment.
11. Performs minor, ongoing and preventative system maintenance. \*
12. Identifies and performs needed minor system repairs within scope of capability. \*
13. Performs sediment flushing of water distribution lines and exercises hydrants and main valves on a regular basis. Water Association must provide operator ease of access or this responsibility will default back to Water Association.
14. Provides a monthly status report of drinking water system operations and communicates at membership meetings as requested by Board of Directors/water system owner/designee.
15. Maintains operational, maintenance and administrative records of all drinking water system activities. Water system records will be purged according to standards set forth by the DANR.
16. Answer homeowner's concerns regarding system operation/water quality testing and relays any complaints to Board of Directors/water system owner/designee.
17. Provides consumers with a copy of the Annual Drinking Water Report (public drinking water systems only). Report production & mailing fees are applicable.
18. Provides consumers with a public notice for repeated failed samples or as directed by South Dakota Drinking Water Program (public drinking water systems only). Report production & mailing fees are applicable.
19. Purchases routine supplies/services to include, but not limited to: chemical treatments, chlorine testing materials and water quality analysis reports and submits charges with monthly bill.
20. Analyzes operational data to determine changes and improvements for more efficient operation.
21. Advises Board of Directors of any pending repairs, water quality or system performance issues.
22. Retains valid operator certificate(s).
23. Provides proof of Contractor's Liability Insurance upon request.

\*Minor system maintenance/repairs are those, which do not require time beyond the normal on-site inspection as described in Responsibility #3 or equipment rental or repair parts costing over \$500. Major repairs are not part of this attachment and may be contracted separately on an as-needed basis.



PHONE 605.996.6636  
EMAIL Sales@DakotaPump.com  
WEB DakotaPump.com

ADDRESS 25524 413<sup>th</sup> Ave, Mitchell, SD 57301

The following outlines the water operation contract between KOA Hill City/Needles Highway and Dakota Pump Inc. for the KOA Hill City/Needles Highway Water System.

### **Section 1) Parties Involved**

1. Trevor Nelson Dakota Pump Inc. 11985 Quaal Rd. Blackhawk, SD 57718
2. Trevor holds certificates for Water Treatment State of SD and Water Distribution State of SD
3. The system we will be working on for this contract is the KOA Hill City/Needles Highway water system (EPA# 2253).

### **Section 2) Description of the System**

The KOA Hill City/Needles Highway Water System is located on highway 87 outside of Hill City. They are a campground with a fluctuating population dependent on how busy they are. They would be considered a seasonal system. The source of the system is ground water. The treatment present is chlorination, softening and Filtration. The water is then distributed to the rest of the system.

### **Section 3) Purpose of the Contract**

KOA Hill City/Needles Highway is currently in need of a system operator that has a qualified certification. KOA Hill City/Needles Highway needs sampling, testing, and reporting.

### **Section 4) Duties of the Contract Operator**

Dakota Pump Inc. will charge a flat rate to collect and submit all water system samples that are required for the year. For this year that means Dakota Pump Inc. will from May 1st moving forward take all the samples for BCT, Lead and Copper, THC, VOC, Nitrate, and SOC or others required by the state. We will take samples and deliver them to the lab. BCT testing for each month is not included in our price. Any other testing that is required by the state will be paid directly to the Lab.

Dakota Pump Inc will take Chlorine residual measurements and help to adjust distribution to maintain a level of at least .3mg/l in all areas of the system. We will be doing weekly onsite visits of the well/booster house and chem feed system. The goal is to help maintain efficient systems operation.

Dakota Pump will also do a system start up and the beginning of the camping season. This fee will be in addition to the monthly cost of operation.

Upgrades and improvements will be agreed to in separate quotes outside of this contract based on specific needs at that time. Anything outside of taking samples, testing, and weekly onsite visits will be addressed at the rates shown in Section 5 of this document. Dakota Pump Inc will maintain an employee with a valid operator's certificate while this contract is in effect. Any on-site work or construction can be discussed but is not covered in this contract.

### **Section 5) Payment Amount**

A monthly fee of \$350 plus tax will be billed for sampling and weekly visits. Anything outside the sampling, testing, and normal weekly visits will be billed at an hourly rate of \$150 per hour per man plus equipment and materials. The \$150 per hour is for normal business hours that are 8am to 5pm Monday through Friday. Anything outside that time frame will be billed at \$185 per hour per man. Jobs or system



PHONE 605.996.6636

EMAIL Sales@DakotaPump.com

WEB DakotaPump.com

ADDRESS 25524 413<sup>th</sup> Ave, Mitchell, SD 57301

upgrades that can be planned will be quoted and agreed to prior to work starting. Other items to be billed on a case-by-case basis at rates listed above plus taxes.

#### Section 6) Dates

The billing rates of the contract as laid out above will be good for all of 2025. During this time either party may walk away or cancel at any time for any reason. The contract is good for 2025 and ends December 31<sup>st</sup>, 2025, or whenever the campground closes for the year. For freezing rates as listed above for the taking of samples and sites visits once a week as well as hourly rates for other projects. At the end of the contract a new contract can be negotiated by both sides, or this may be extended if both parties are comfortable.

#### Section 7) Signatures

KOA Rep. Irua Lambert

KOA Hill City/Needles Highway

24391 SD-87

Hill City, SD 57745

Trevor Nelson Trevor Nelson  
4/24/2025

Dakota Pump Inc

11985 Quaal Rd

Blackhawk, SD 57718

**AGREEMENT FOR CONTRACTING SERVICES**

**APR 14 2025**

**Lewie, s Bugers and Brew EPA # 2114**

**OFFICE OF  
WATER**

This Agreement for Contracting Services ("Contracting Agreement") is effective March 31, 2025 by and between Lewie's Burgers & Brews, located in Lawrence County, South Dakota (herein called "Association"), and Kyte Enterprises, Michael J. Kyte, Sr. with the principal place of business at 1221 North Main Street, Spearfish SD 57783 ("Contract Operator").

**RECITALS**

Whereas. Association desires to engage the Contract Operator to render certain professional and technical services ("Services") to manage the operations and maintenance of the Water System described in Section 2 of this agreement and provides compensation to the Contract Operator.

Whereas, The Contract Operator may employ personnel who have expertise in providing the Services and desires to render the Services to the Association.

Now, Therefore, in consideration of the foregoing premises and the covenants here contained, Association and Contract Operator mutually agree as follows:

**AGREEMENT**

**Definitions**

The term "Association" shall mean the Lewie, Burgers and Brew located at 714 South Main Lead, South Dakota.

The term "Contract Operator" shall mean the entity entering into this Contracting Agreement to perform Services for the Association.

The term "Services" shall include hiring qualified personnel to perform all obligations, duties, requirements, and responsibilities required to the successful completion by the Contract Operator of the Duties listed in Section 4 of this agreement.

**Section 1 – Parties Involved**

Contract Operator: Kyte Enterprises  
Michael J. Kyte, Sr. (Operator Number 277)  
1221 North Main Street  
Spearfish, SD 57783

Certifications held by Contract operator:

Class II Water Treatment  
Class III Water Distribution  
Class II Waste Water Treatment  
Class III Waste Water Collection

Certification #0497  
Certification #0381  
Certification #0454  
Certification #0490

RECEIVED

APR 14 2025

OFFICE OF  
WATER

Water System Lewie's Burgers & Brews (EPA #2114)  
711 S Main St  
Lead, SD 57754

## **Section 2-Description of the System**

Lewie's Burgers & Brews water is from private well.

## **Section 3-Purpose of the Agreement:**

The purpose of this agreement is to fulfill the requirement that the system be managed and operated by a certified operator and to ensure that a professional level of operation and maintenance is performed on the Water System.

## **Section 4-Responsibilities of Water System Owners**

Follow requirements and recommendations made by AGNR.

Responsible for the expense of water testing at either Midcontinent Lab of Rapid City, SD or the State Health Lab, Pierre, SD; and for postage.

Provide a certified operator with all testing records and requirements, maps, and other pertinent information available concerning current and previous operations of the system.

Authorize water operator to order test bottles as needed.

## **Section 5-Duties of the Certified Operator**

**Certified Operator will be in direct responsible charge of all operations and maintenance of the water system.**

### **Basic Service – Contract Operator shall supply personnel who will provide:**

Check Chlorine residual weekly.

The basic service will include a weekly check on the system.

Collect and submit water system samples: Monthly microbiological, Annual Nitrate sampling as required by the State of South Dakota.

Maintain operational, maintenance, and administrative records of all water system activities.

Update the operations and sampling plan as needed.

Submit a request for sampling waivers when applicable.

Answer customer concerns on water quality/quantity issues when on site or by telephone or in writing.

Provide and send or deliver any public notices that may be required.

Shall maintain a valid operator certificate while this agreement is in effect

Be on-site for all Environmental Protection Agency (EPA) and Dept. of Agriculture Natural Resources (AGNR) inspections

Provide a Certificate or Insurance to the Association at inception and renewal of each contract term.

**APR 14 2025**

**OFFICE OF  
WATER**

**Additional Service:**

Be available for planned improvement projects and maintenance situations.

Be available on an "on-call" basis with a desired two-hour response time in the case of an emergency event or 24 hours for non-emergency events. The Contract Operator will always be reasonably available via cell phone.

Take additional samples required by the State of South Dakota over and above those mentioned in Basic Services.

Take the additional samples required by the State of South Dakota should a monthly microbiological sample not meet minimum standards.

Should additional travel be required, mileage will be reimbursed at \$.51 per mile.

Coordinate the services of plumbers and contractors, if needed.

In performing the Services, the Contract Operator shall comply with all applicable federal, state, and local laws relative to the Services.

**Section 6 – Payment**

As consideration for the Contract Operators performance of Services in a manner consistent with the standards and requirements of this Contracting Agreement, the Association shall pay contract Operator \$230.00 per month, taxes for the Basic Service (as described in Section 5) included. The Association shall pay the Contract Operator for Additional Services (as described in Section 5) at a rate of \$50 per hour plus \$20 for each site visit that is in addition to the Basic Services, including all applicable taxes. The Contract Operator will provide the Association with an invoice for any Basic Services, Additional Services, Contract Operators expenses for any parts, supplies or equipment used or installed in the Water System, and costs of hauling water samples to Midcontinent Testing Lab in Rapid City, South Dakota, and back 4-ways and all applicable taxes on the 1<sup>st</sup> Tuesday of each month. The Association will make payment to the Contract Operator on or before the 10<sup>th</sup> of each month for Services performed and expenses invoiced during the billing period.

**Section 7 – Dates**

The term of this Contracting Agreement shall begin March 31, 2025 and end December 31, 2025.  
Contract may be amended as needed.

**Section 8 - No Representations as to Quality or Quantity**

It is understood and agreed, that the Contract Operator does not make any representation as to the quality or quantity of the water provided by the Association's system.

In Witness Whereof, the Association and the Contract Operator have executed this Contracting Agreement as of the date first above written.

RECEIVED

APR 14 2025

OFFICE OF  
WATER


KYTE ENTERPRISES

By M KYTE

4/10/25

Michael J. Kyte, Sr., Owner

Date

By   
4-4-2025

4/10/25

Date

Lewie's Burgers & Brews  
Jeremy McKay

# Powder House Pass



July 1, 2025

Theodore Joseph (Joe) Barrett

PO Box 62

Deadwood, SD 57732

**RE: Contract Operations Agreement between Joe Barrett (JB) and Powder House Pass Community Improvement District (PHP CID).**

## **Operations Staffing**

Joe Barrett will serve as the certified operator for PHP CID wastewater treatment plant and water treatment plant. Joe has over 20 years of wastewater and water operations experience and holds a Level IV wastewater treatment and Level III water treatment certifications, which exceeds the needed Level III wastewater treatment and Level I water treatment certifications needed for PHP CID permits.

PHP CID wastewater treatment facility is located at 21282 Rubys Way, Lead SD and the Water Treatment Facility is located at 21475 Englewood Road, Lead SD.

Kent Wince, PHP CID District Manager and Tony Merkel, PHP CID Operations Manager, will be the on-site contacts and operate both facilities under Joe Barrett's guidance. Their office location is 11283 Powderhouse Trail, Lead SD. Kent Wince holds Level I wastewater treatment and Level I water treatment certifications.

## **Systems**

PHP CID Wastewater Treatment Facility services 150 connections, and utilizes screening, flow equalization, activated sludge with secondary clarifier including extended aeration, chemical/physical treatment without secondary treatment, sludge storage basins, and on-site UV disinfectant treatment.

PHP CID Water Treatment Facility utilizes chlorine disinfection and bag filtration (Fil-Trek Cartridges -- 50 micron / 1 micron) for treatment of surface water provided by Lead Deadwood Sanitary District.

## **Contract Purpose**

JB will be in direct charge of PHP CID Wastewater & Water Treatment Facilities until PHP CID staff have achieved needed certifications. PHP CID Wastewater Facility requires Level III certification and Water Treatment Facility requires Level I certification. Kent Wince, PHP CID District Manager, currently holds Level I wastewater treatment & water treatment certifications. The contract length will be from July 1,

11283 Powderhouse Trail, Lead, South Dakota 57754

PP

2025, to July 1, 2026, providing PHP CID staff achieve needed certifications. If not, the contract will be extended until July 1, 2027.

Contract operation fee of \$3,000.00 per month will be invoiced to PHP CID by the 15<sup>th</sup> of each month and payable upon receipt.

#### **Scope of Service Wastewater**

JB will be in direct responsible charge and will provide the following routine system operations services at the PHP CID Wastewater Treatment Facility.

- Supervise system personnel and their work activities
- Operate and maintain wastewater system
- Keep operational, maintenance, and administrative records of all wastewater system activities
- Analyze operational data to determine changes and improvements for a more efficient operation
- Shall be on-site at least one day per week and at least one hour per week
- Shall maintain a valid operator certificate while this contract is in effect
- Maintain efficient system operation and both on-going & preventative maintenance programs
- Be on-site for all EPA and DANR inspections
- Preparation of required SD DANR & EPA reports
- Be available at all times for emergency situations

#### **Scope of Service Water**

JB will be in direct responsible charge and will provide the following routine system operations services at the PHP CID Water Treatment Facility.

- Supervise system personnel and their work activities
- Operate and maintain water system
- Keep operational, maintenance, and administrative records of all water system activities
- Analyze operational data to determine changes and improvements for a more efficient operation
- Shall be on-site at least one day per week and at least one hour per week
- Shall maintain a valid operator certificate while this contract is in effect
- Maintain efficient system operation and both on-going & preventative maintenance programs
- Be on-site for all EPA and DANR inspections
- Preparation of required SD DANR & EPA reports
- Be available at all times for emergency situations
- Take chlorine residual measurements and maintain a chlorine level of at least 0.3 mg/L in all areas of the distribution system
- Collect and submit minimum SD DANR required water quality samples

Powder House Pass CID

By: Kent A Wince

Print Name: Kent A Wince, District Mgr.

Date: July 1, 2025

Theodore Joseph Barrett

By: TJ Barrett

Print Name: TJ BARRETT

Date: July 1, 2025



(605) 431-2778  
wrightwellservicesllc@gmail.com  
13116 Cliff Drive  
Piedmont, SD 57769

This Agreement is made this 26<sup>th</sup> day of June 2025, by and between:

System Owner:

*Yapsody Living Homeowners Association*

Custer, SD | EPA # 2209

("System Owner")

and

Certified Water Treatment Operator:

*Shawn Wright*

Class 1 Certification #4792

13116 Cliff Drive, Piedmont, SD 57769

605-431-2778 | Email: wrightwellservicesllc@gmail.com

("Operator")

#### 1. SERVICES

To meet State of South Dakota requirements, the Operator, an independent contractor, will provide Class 1 water treatment services for the Association's community water system. Duties include weekly site visits, water sampling, compliance reporting, and communication with regulatory agencies.

#### 2. COMPENSATION

The Association agrees to pay \$550/month plus applicable taxes. Any additional services outside this agreement will be billed at time and materials, subject to prior approval.

#### 3. TERM

This Agreement begins July 1, 2025, and continues on a month-to-month basis until July 1, 2027, unless terminated by either party with 60 days' written notice.

#### 4. CERTIFICATION

The Operator affirms that they hold and will maintain a valid Class 1 Water Treatment Operator Certification throughout the term.

#### 5. LIABILITY

The Operator will perform duties in accordance with all applicable regulations. The Association agrees to indemnify the Operator for actions taken in good faith and within the scope of services.

#### 6. ENTIRE AGREEMENT

This Agreement is the complete understanding between the parties and overrides any prior agreements. Changes must be in writing and signed by both parties. Non-payment may result in immediate termination, with legal fees the responsibility of the System Owner.

System Owner Representative:

Signature: *Sanjiv Pandey* Date: 07/07/2025

Sanjiv Pandey (Jul 7, 2025 19:19 GMT+5.5)

Printed Name: Sanjiv Pandey Title: Manager

Certified Water Treatment Operator:

Signature: *Shawn Wright* Date: 07/07/2025

Shawn Wright (Jul 7, 2025 08:09 MDT)

Printed Name: Shawn Wright











# WaterTreatmentOperatorAgreement

Final Audit Report

2025-07-07

Created:	2025-06-26
By:	Kristine Wright (kristine@rnaccountants.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC8B_gkux4RDgJ_XEU6-zkyNPvVXrSA_S

## "WaterTreatmentOperatorAgreement" History

-  Document created by Kristine Wright (kristine@rnaccountants.com)  
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-  Document emailed to Shawn Wright (wrightwellservicesllc@gmail.com) for signature  
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**Adobe Acrobat Sign**