

Unapproved Minutes
South Dakota Operator Certification Board Meeting
September 9, 2025
Matthew's Training Center - Pierre, SD

Members Present: Chris Schmit (Remote), Dave Van Cleave, Ryan Allen, Craig Wagner, Bill Sarringar, Craig Mitchell

Members Absent: None

Others Present: Tammie Hill - Secretary to the Board, Bill Thorson - Regal Systems

Call to Order Bill Sarringar (Chairman) at 2:00 pm.

Approval of Agenda: An agenda has been sent previously, and copies were also available at the meeting. Wagner moved to approve the agenda. Seconded by Allen. Motion passed.

Approval of Minutes: The minutes from the April 15, 2025, Board meeting minutes had been emailed previously to the Board members and available on the internet. Van Cleave moved to approve the minutes from the last meeting. Seconded by Wagner. Motion passed.

Old Business: Hill provided the Board with the status of implementing a Computer Based Testing option for the Water and Wastewater Operator Certification Program. DANR has partnered with Water Professionals International (formerly ABC) and PSI to offer a new testing modality to South Dakota's water and wastewater operators, in addition to in-person testing at regularly scheduled exam sessions. The new testing modality is currently active and available to water and wastewater operators.

Review and Acknowledgement of SD Open Meeting Laws - SDCL Ch. 1-25: Hill provided all Board Members with the *Conducting the Public's Business in Public - A Guide to South Dakota's Open Meeting Laws (Revised 2025)* that was provided by the SD Attorney Generals' Office. All members indicated they reviewed the document and are aware of the requirements. Van Cleave motioned to acknowledge South Dakota's Open Meeting laws and requirements. Allen seconded. Motion passed.

Contract Approvals: Hill reviewed each contract for the Board.

Addie Camp - Allen moved to approve the contract between Addie Camp and Sage Water Works, Inc. Seconded by Wagner. Motion passed.

Angostura Reserve - Allen moved to approve the contract between Angostura Reserve and Sage Water Works, Inc. Seconded by Wagner. Motion passed.

Antelope Creek Ranch - Wagner moved to approve the contract between Antelope Creek Ranch and Sage Waterworks, Inc. Seconded by Mitchell. Motion passed.

Weston Heights - Wagner moved to approve the contract between Weston Heights and Sage Water Works, Inc. Seconded by Van Cleave. Motion passed.

KOA Hill City/Needles Hwy - Allen moved to approve the contract between KOA Hill City/Needles Hwy and Dakota Pump. Seconded by Mitchell. Motion passed.

Lewie's Burgers and Brews - Van Cleave moved to approve the contract between Lewie's Burgers and Brews and Kyte Enterprise. Seconded by Mitchell. Motion passed.

Powder House Pass - Schmit moved to approve the contract between Powder House Pass and Joe Barret. Seconded by Van Cleave. Motion passed.

Rock Ridge Court - Wagner moved to approve the contract between Rock Ridge Court (Yapsody Living Homeowner's Association) and Wright Well Service LLC. Seconded by Allen. Motion passed.

Preliminary Hearings:

Chamberlain - Chamberlain is required to have Class III Wastewater Treatment operator. A representative from the Chamberlain Wastewater facility has attempted to pass the exam multiple times without success. The City is looking at hiring a contract operator until a representative successfully passes the exam.

Henry - Henry is required to have a Class I Water Distribution operator. A representative recently attempted to pass the exam without success.

Hosmer - Hosmer is required to have Class I Water Distribution operator. A representative recently attempted to pass the exam without success.

Morristown - Morristown is required to have a Class I Water Treatment and Class I Water Distribution operator. The current operator(s) certificates are expired due to contact hours.

Final Hearings: None

Reciprocity:

Jon O'Brien - Holds an IA Grade 3 Water Treatment certificate which requires a high school diploma, two years of education, and four years of experience. This aligns with South Dakota's Class III Operator Requirements. Mr. O'Brien also holds an IA Grade 4 Water Distribution certificate which requires a high school diploma, four years of education, and four years of experience. This aligns with South Dakota's Class IV Operator Requirements. Mr. O'Brien also holds an IA Grade 2 Wastewater Certificate which requires a high school diploma and three years of experience. This aligns with South Dakota's Class II Operator Requirements. Wagner moved to grant a Class III Water Treatment certificate, Class IV Water Distribution certificate, and Class II Wastewater Treatment certificate. Van Cleave seconded. Motion Passed.

Ryan Wadsworth - Holds an IA Grade 1 Water Distribution certificate which requires a high school diploma and one year of experience. This aligns with South Dakota's Class I Operator Requirements. Van Cleave moved to grant a Class I Water Distribution certificate. Wagner seconded. Motion passed.

Status of Certification: The Board reviewed the latest status information on systems without certified operators and those that are working toward complying with SD's Operator Certification Laws.

The next systems for enforcement are Alcester, Boulder Colony, Buffalo Gap, Canova, Happy Holiday Water Association, North Hermosa WUD, Horse Creek Resort, Pine Lake Hills, and Wind Cave NPS. Van Cleave moved to hold preliminary hearings for the above referenced systems at the

next board meeting if these systems have not complied with South Dakota's Operator Certification Laws. Mitchell seconded. Motion passed.

Public Comment Period: This is now a requirement of public meetings as of legislative action pursuant to SDCL 1-25-1. No public comments were received during the board meeting.

Other Business: Schmit inquired if the South Dakota Water and Wastewater Operator Certification program had any legislative activity upcoming during the 2026 Legislative Session. Secretary Hill indicated that there is no activity pending or proposed at this time.

Next Meeting: TBD in April 2026, at the Matthew's Training Center in Pierre SD.

Van Cleave moved for adjournment. Wagner seconded. Motion passed.

Meeting adjourned at 2:58 PM.



9/11/25

Tammie Hill

Date

August 23rd, 2024

Gerard and Alec Keating
Keating Resources

Subject: Contract for Services
Water System Operation and Sampling
Three Peaks Water Association (EPA ID #2401)
Whitewood, South Dakota

Dear Mr. Keating,

Clearwater Consulting and Water Management, LLC, (Clearwater Consulting) is pleased to provide this proposal to provide water system operation and sampling services at the Three Peaks Water Association (EPA ID# 2401) located in Whitewood, South Dakota. Review of the available information indicates that the water system is classified as a private water system, but will become a public water system once 14 lots are occupied. The water system will serve approximately 113 residences at full build-out. Water is being supplied from the city of Whitewood to through a booster station to a water tank owned by the association. The water system includes three developments which will fall under one EPA ID: Wildflower Estates, Spearfish Mountain Ranch, and Three Peaks Ranch.

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

1. Execution of this contract and rates will not begin until the water system becomes a public water system and is regulated by the EPA.
2. Electrical costs, treatment chemicals, laboratory testing, and state and local taxes are not included in our estimate.
3. Services and fees for wastewater management are not included in our estimate
4. System equipment will be reasonably accessible to Clearwater Consulting personnel at all times. Access will be provided to all locked gates, reservoirs, equipment enclosures etc. Snow removal, if required, will be provided by the Three Peaks Water Association.
5. Three Peaks Water Association includes Wildflower Estates, Spearfish Mountain Ranch and Three Peaks under one EPA ID.

TASK SUMMARY

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

System Operation Services

- visit the site a minimum of once per week, or as needed to inspect and/or adjust storage tanks, chlorine levels, 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,
- provide a monthly report of activities for the Three Peaks water system,
- notify you of problems and/or non-compliance issues pertaining to the laboratory testing or water system operation,
- interface with South Dakota Department of Agriculture and Natural Resources (SD DANR) 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,

Cost Summary

Based on the information provided, we anticipate costs of **\$500.00 per month** to provide the services referenced above.

Items not included in the above cost estimate include emergency call outs, re-sampling services, water treatment system/equipment evaluation, design and installation, 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 Three Peaks water system and will be charged at a rate of \$75.00 per hour during normal business hours, and \$120.00 per hour outside of normal business hours. Emergency call outs will be responded to within a three-hour timeframe.

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).

Optional Services

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 meter installation (inside pits), 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.

CLOSING STATEMENT

Should you choose 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.

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 the Timbers 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 us a call at 605-786-4366.

Respectfully,

Matthew P. Anderson
Clearwater Consulting and Water Management, LLC
PO Box 761
Black Hawk, SD 57718

Dylan L. Striebel
Clearwater Consulting and Water Management, LLC
PO Box 761
Black Hawk, SD 57718

KEATING RESOURCES PROPOSAL ACCEPTANCE			
Signature	<small>Signed by:</small> TPWA	Date	2/1/2026
Printed Name	<small>CPA000510000140...</small> TPWA		
Company	Three Peaks Water Association		
CLEARWATER PROPOSAL ACCEPTANCE			
Signature	<small>Signed by:</small> <i>Matt Anderson</i>	Date	1/28/2026
Printed Name	<small>3DBE5210F45E48F...</small> Matt Anderson		
Company	Clearwater Consulting		



August 14, 2025

Happy Trails Homeowners
Hill City, SD 57745

Subject: Contract for Services
Water System Operation and Sampling
Happy Trails Homeowners
Near Hill City, South Dakota

Dear Happy Trails HOA:

Clearwater Consulting and Water Management, LLC, (Clearwater Consulting) is pleased to provide this proposal to provide water system operation and sampling services at Happy Trails Homeowners water system located near Hill City, South Dakota. Review of the available information indicates that the water system is classified as a private water system and currently serves eleven residences. A chlorination system is currently in not in place.

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 wastewater management are not included in our estimate
3. System equipment will be reasonably accessible to Clearwater Consulting personnel at all times. Access will be provided to all locked gates, well pits, equipment enclosures etc. Snow removal, if required, will be provided by Happy Trails Homeowners.
4. A chlorination system will be installed.

TASK SUMMARY

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

System Operation Services

- visit the site a minimum of once per week, or as needed to inspect and/or adjust well pumps, storage tanks, chlorine levels, chlorination system operation 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,
- provide a monthly report of activities for Happy Trails Homeowners water system,
- notify you of problems and/or non-compliance issues pertaining to the laboratory testing or water system operation,
- interface with South Dakota Department of Agriculture and Natural Resources (SD DANR) personnel 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,

Cost Summary

Based on the information provided, we anticipate costs of **\$400.00 per month** to provide the services referenced above.

Items not included in the above cost estimate include emergency call outs, re-sampling services, water treatment system/equipment evaluation, design and installation, 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 Happy Trails Homeowners water system and will be charged at a rate of \$75.00 per hour during normal business hours, and \$120.00 per hour outside of normal business hours. Emergency call outs will be responded to within a three-hour timeframe.

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).

Optional Services

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 meter installation (inside pits), 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.

CLOSING STATEMENT

Should you choose 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.

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 Happy Trails Homeowners 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 us a call at 605-786-4366.

Respectfully,

Matthew P. Anderson
Clearwater Consulting and Water Management, LLC
PO Box 761
Black Hawk, SD 57718

Dylan L. Striebel
Clearwater Consulting and Water Management, LLC
PO Box 761
Black Hawk, SD 57718

PROPOSAL ACCEPTANCE	
Signature	<u>Blanche K. Materi</u> Date <u>19 Sep 2025</u>
Typed/Printed Name	<u>Blanche K. Materi</u>
Company	<u>Happy Trails HOA</u>

EPA ID 0600
AUTO - RENEW

2/9/2026

Golden Nuggett Lodge
23776 Pine Haven Dr
Rapid City, SD 57702
Joseph & Cindy LeMere
rockervillelodgeandcabins@gmail.com

Subject: Contract for Services
Interim Water System Operator

Dear Joey & Cindy:

Mr. Brandon Powles of Piedmont Construction Inc., is pleased to provide this proposal to provide interim contract water system operator services at the Golden Nuggett Lodge water system. Review of the available information indicates that water for the Golden Nuggett Lodge water system is being supplied from private well water.

TASK SUMMARY

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

- Items not included in the cost estimate include laboratory testing costs, water treatment chemical costs and other non-routine time and optional services.
- Services and fees for wastewater management are not included in our estimate
- System equipment will always be reasonably accessible to Piedmont Construction personnel. If applicable, access will be provided to all locked gates, meter pits, 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 on a weekly basis (minimum of four times per month) or as needed to check chlorine levels and operation of the system. If more than four site visits per month are necessary or requested, additional fees may apply.
- Provide timely water sampling and testing as necessary to comply with the state and federal regulations.
- Maintain sampling and testing records as necessary to comply with state and federal regulations.
- Interface with South Dakota DANR 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 responsibility of the water system distribution system operations and maintenance.

Based on the information provided, we anticipate costs of **\$250.00 per month** to provide the services referenced above.

Non-routine time and optional services will be provided only upon request by you or your representative(s) at a rate of \$95.00 per hour during normal business hours. A minimum charge of 2 hours will be charged which includes travel time. Normal business hours are Monday – Friday from 8:00 am to 5:00 pm. All holidays and non-business hours will be billed at \$142.50 per hour.

Please be advised that Piedmont Construction Inc. reserves the right to revise the estimated costs presented above on an annual basis.

Piedmont Construction 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 DANR. Should you choose 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 DANR for their review.

This contract, if initiated, can be terminated for cause or convenience by either party with a written notice. In the event of termination, Piedmont Construction Inc will be entitled to invoice Golden Nuggett Lodge water system 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 contact Brandon Powles at 605-431-2678.

Respectfully,

Brandon Powles
Piedmont Construction
PO Box 9141
Rapid City, SD 57709

PROPOSAL ACCEPTANCE	
Signature 	Date <u>23 Feb 2024</u>
Typed/Printed Name <u>JOSEPH LEMERE</u>	
Company <u>Rockemite Lodge + Cabins</u>	

2/9/2026

EPA ID: 0087
AUTO RENEW

Rockerville Lodge & Cabins
13525 Main Street
Rapid City, SD 57702
Joey & Cindy LeMere
rockervillelodgeandcabins@gmail.com

Subject: Contract for Services
Interim Water System Operator

Dear Joey and Cindy:

Mr. Brandon Powles of Piedmont Construction Inc., is pleased to provide this proposal to provide interim contract water system operator services at Rockerville Lodge & Cabins water system. Review of the available information indicates that water for the Rockerville Lodge & Cabins water system is being supplied from private well water.

TASK SUMMARY

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

- Items not included in the cost estimate include laboratory testing costs, water treatment chemical costs and other non-routine time and optional services.
- Services and fees for wastewater management are not included in our estimate
- System equipment will always be reasonably accessible to Piedmont Construction personnel. If applicable, access will be provided to all locked gates, meter pits, 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 on a weekly basis (minimum of four times per month) or as needed to check chlorine levels and operation of the system. If more than four site visits per month are necessary or requested, additional fees may apply.
- Provide timely water sampling and testing as necessary to comply with the state and federal regulations.
- Maintain sampling and testing records as necessary to comply with state and federal regulations.
- Interface with South Dakota DANR 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 responsibility of the water system distribution system operations and maintenance.

Based on the information provided, we anticipate costs of **\$250.00 per month** to provide the services referenced above.

Non-routine time and optional services will be provided only upon request by you or your representative(s) at a rate of \$95.00 per hour during normal business hours. A minimum charge of 2 hours will be charged which includes travel time. Normal business hours are Monday – Friday from 8:00 am to 5:00 pm. All holidays and non-business hours will be billed at \$142.50 per hour.

Please be advised that Piedmont Construction Inc. reserves the right to revise the estimated costs presented above on an annual basis.

Piedmont Construction 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 DANR. Should you choose 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 DANR for their review.

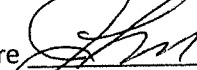
This contract, if initiated, can be terminated for cause or convenience by either party with a written notice. In the event of termination, Piedmont Construction Inc will be entitled to invoice Rockerville Lodge & Cabins water system for services performed through the effective date of termination.

Thank you for your consideration on this project. If you have any questions or need additional information, please don't hesitate to contact Brandon Powles at 605-431-2678.

Respectfully,

Brandon Powles
Piedmont Construction
PO Box 9141
Rapid City, SD 57709

PROPOSAL ACCEPTANCE

Signature  Date 2-10-26

Typed/Printed Name Joseph LeMere

Company Rockerville Lodge & Cabins

WATER SYSTEM OPERATOR CONTRACT
Kyte Enterprises/Ridge on Lookout Mountain HOA

This contract is by and between Kyte Enterprises, a certified Contract Operator, of 1221 N. Main Street, Spearfish, SD 57783/Michael J. Kyte, Sr., Operator Number 277, (hereinafter "Contract Operator") and the Ridge on Lookout Mountain Homeowners Association of PO Box 1048, Spearfish, SD 57783 (hereinafter "HOA").

RECITALS

Whereas, HOA anticipates becoming subject to the water service regulations of the State of South Dakota, and its Department, the Department of Agriculture and Natural Resources (hereinafter "DANR") in the operation of its water system; and

Whereas, Contract Operator is certified by the DANR to manage and operate water systems within this state as Operator Number 277 certified as follows:

Class II Water Treatment	Certification #0497
Class III Water Distribution	Certification #0381
Class II Waste Water Treatment	Certification #0454
Class III Waste Water Collection	Certification #0490; and

Whereas, HOA and Contract Operator enter into this agreement wherein Contract Operator will manage and operate the water system on behalf of the HOA.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

DUTIES: Contract Operator agrees to perform the duties of managing and operating the HOA's water system in a professional manner complying with all state and federal requirements including but not limited to the following:

Weekly check the water system, wells, pumps and reservoirs and security thereof.

Collect and submit water system samples, monthly for microbiological and annual for Nitrates, or as otherwise required.

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

Update this Operations and Maintenance Manual as necessary.

Submit sampling plan updates and submit requests for waivers as necessary.

Respond to customer concerns.

Provide and disseminate required public notices.

Maintain certification.

Handle governmental inspections.

Maintain and provide a Certificate or Insurance to the water system at the inception and renewal of each insurance term.

Handle "on-call" responses.

Coordinate other contract providers.

PAYMENT: Contract Operator shall charge HOA its normal, customary and reasonable charges and fees. HOA shall pay all testing fees and expenses.

TERM: This agreement shall commence upon the approval of this Water System by the DANR. —

REPRESENTATIONS: Contract Operator makes no representations as to the quality or quantity of the water provided by HOA.

TERMINATION: Either party may terminate this agreement at will.

In witness whereof, the parties do hereby execute this agreement effective the 1st day of October, 2025

KYTE ENTERPRISES

By: MICHAEL KYTE
Michael J. Kyte, Sr.

RIDGE ON LOOKOUT MOUNTAIN HOA

By: Harlan A. Schmidt
Harlan A. Schmidt, Its President

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 Pete Lien & Sons Shooting Sports Complex 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, zero (0) reservoirs, water mains and lines known as the Pete Lien & Sons Shooting Sports Complex Water System with registered EPA ID No. 0438. The system's water source is ground water and has one (1) user service connection 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 \$400.00 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 28th of every month. Payments not received by the 28th 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.

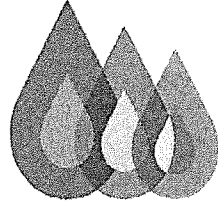
Executed by the parties on this 1st day of March 2026.

PETE LIEN & SONS SHOOTING SPORTS COMPLEX

By: Mike Klosowski
Its: President/Owner/Designee

SAGE WATER WORKS, INC.

By: [Signature]
Its: President



Pete Lien & Sons Shooting Sports Complex Water 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 \$1,000. Major repairs are not part of this attachment and may be contracted separately on an as-needed basis.



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CONSULTING SERVICES AGREEMENT	
Client: Town of Hermosa	Project Name: Operations Contract for Water/Wastewater
Address: 230 Main Street, Hermosa SD 57744	Project Location: Hermosa, SD
Telephone: (605)255-4291	Consultant Telephone: (605)569-3646
Client Contact: Kelburn Koontz	
Client Job No.	Consultant Job Number: 021726.01
This agreement is made by and between <u>Town of Hermosa, SD</u> , hereafter called "Client" and <u>Anthony Theodorou and Company</u> , hereafter called "Consultant", for professional consulting services as specified herein. Consultant agrees to provide client with requested consulting services, more specifically described as follows: (or shown in Attachments)	

See: Attachment A: Hermosa Water & Wastewater Operations Contract

The Standard Terms & Conditions and the following Attachments are hereby made part of the Agreement:
Attachment A: Hermosa Water & Wastewater Operations Contract

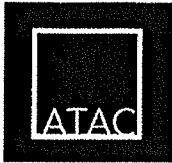
By Signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all attachments thereto. Client further agrees to pay Consultant for services described herein upon receipt of invoice from Consultant for estimated fees:

Time and Materials, not to exceed: **\$3,986.67 per month**

In witness whereof, the parties hereto have made and executed this Agreement:

Client:
 By: *(Kelburn Koontz)*
 Authorized Representative
 Print: KELBURN KOONTZ
 Title: PRESIDENT
 Date: February, 19th 2026

Anthony Theodorou & Company
 By: *(Anthony Theodorou)*
 Authorized Representative
 Print: Anthony L. Theodorou PE
 Title: President
 Date: February 19, 2026



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ATTACHMENT A: Hermosa Water and Wastewater Operations Contract

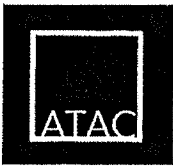
Summary of Project

The town of Hermosa hired Benesch on July 23, 2025 to operate the new and existing water wells, water treatment plant, storage tanks, water booster station and the expanded lagoons and wastewater treatment plant. The contract started on July 23, 2025, and was to end on June 30th, 2030. The operator in charge was Mr. John Burckhard, who holds the necessary Class I licenses. The treatment plant is still under construction by Conifer Construction but currently is operational and meets discharge permit levels. Conifer Construction is performing upgrades to the RBC drive system which are scheduled to be completed in March 2026. Mr. John Burckhard is now at ATAC as of 11/13/2025. He offers his services at the new ATAC rate schedule. The following tasks will be offered by ATAC:

- ATAC staff will turn water on/of as directed by the Finance Officer or Board of Trustees on a time and materials basis. This requires specialized tools and knowledge to prevent a water main break and react to one if the valve leaks.
- ATAC staff will locate water and sewer main under the One-Call program. ATAC will perform 10 locates per month inclusive of this contract and on a T&M basis after 10.
- ATAC may, at the boards direction, prepare and administer Requests for Proposals (RFP) for Contractors to perform the following tasks:
 - Flush hydrants and exercise valves as per the Operations & Maintenance Manual (OMM) to remain in SD DANR compliance.
 - A contract to operate the town's Vaktor/Jetter truck. To conduct routine sewer cleaning (step cleaning and pump station cleaning) and maintenance in accordance with the CMOM and/or directives of the Town Engineer. The contractor will invoice the town at the rates agreed upon. Maintain accurate records of all sewer maintenance activities completed and turn into the finance officer Monthly. The contractor must have a Commercial Driver's License (CDL).

After the RFP's are administered, contract administration will be the responsibility of the town. The town board can opt to use ATAC on-call building official or planner budget to assist in individual contract administration.

ATAC will use and maintain the town's Asset Management System (AST Silversmith) as a part of regular operations duties, including but not limited to locating duties.



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The operations and maintenance protocols are a part of the CMOM program update and budgets for repairs identified will be input into the Capital Expenses section of the Waterworth software by ATAC staff members to build the town's Capital Improvement Plan.

Proposed Scope to Anthony Theodorou and Company (ATAC)

The scope will be to operate and maintain compliance with the town's drinking water system and sanitary sewer system, including all town-owned* storage, pumping and treatment facilities.

Wastewater Assets included in the Contract Operations are:

- Ferguson Subdivision Pump Station
- 5th & Whitney Street Pump Station
- 4 Cell Lagoon System and Detention Basin
- Wastewater Treatment Plant (Secondary and Tertiary Treatment systems and Disinfection). Outfall at the Battle Creek included.

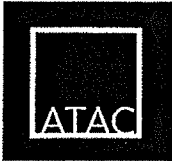
Water System Assets included in the Contract Operations are:

- Well #1 at the Battle Creek (and wellhouse)
- Ground Storage Tank #1 – 130,000 gallon capacity
- Ground Storage Tank #2 – Aquastore 3157 WT, 30.77 ft. diameter, 56.60 ft. height, 314,000 gallon capacity.
- Booster Station on Tower Hill.

The following infrastructure will not be operated under contract as it is not yet built or is privately owned:

- Whitney Street Pump Station-(privately-owned)
- Well #2 on Tower Hill
- Proposed Water Treatment Plant on Tower Hill
- Proposed well #3 (and well house) at north end of town.
- Proposed Ground Storage Tank #3 (127,000-gallon capacity tank, expandable to 362,000-gallon capacity.)

ATAC Operators can also provide administration of Water and Sewer System Maintenance contracts with outside vendors to the town. Examples include grounds keeping around the facilities. The public works buildings are owned by the Town of Hermosa. Building #1 is at the town offices at 230 Main Street. Building #2 is near the wellhouse at Battle Creek. The town will be responsible for the cost of maintenance on these buildings and provide



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reasonable access for ATAC to store tools, chemicals, equipment and spare parts to support operations activities. ATAC will provide a shift operator or general laborer to perform locates of water & sewer lines as needed on a T&M basis.

Fees: Time and Materials (T&M) not to exceed:

TBD week period @ \$920/week

1 hour per week of Operator-in-Charge time @\$150/hour

Water System:

2 hours per week of Shift Operator Time @\$130/hour

2 hours per week of General Labor Time @\$50/hour

Wastewater System:

2 hours per week of Shift Operator Time @\$130/hour

3 hours per week of General Labor Time @\$50/hour

Payment Terms:

Invoicing will be monthly for monthly services rendered for each system. The monthly amount not to exceed for Wastewater is \$1,776,67 and for Water is \$2,210.00, unless approved by the Board of Trustees.,

Not Included: Laboratory Testing fees, Landfill Tipping fees, Chemicals and Consumables.

Hourly Rates:

Principal PE = \$180/hour

Certified Flood Plan Manager/Design Engineer = \$170/hour

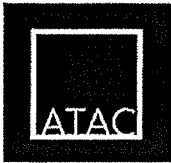
Operator-in-charge = \$150/hour

Planner/Building Official/Shift Operator = \$130/hour

Intern/CAD draftsman = \$110/hour

Technician = \$80/hour

General Labor = \$50/hour



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STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client’s requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant’s fee is not a firm contractual amount, except that the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant’s personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant’s personnel shall be based on the hours of chargeable time spent in accordance with Consultant’s Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

Travel time from Consultant’s office to an assigned work site, and return to Consultant’s office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant’s office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant’s Schedule of Unit Rates.

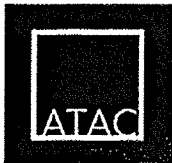
2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant’s authorized travels and for Consultant’s field personnel; Per Diem expense or actual costs of maintaining Consultant’s field personnel on or near the Project site; for each day of field assignment away from Consultant’s office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then



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<p>2.2.2 Chargeable Time Chargeable time for Consultant's personnel is that period of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant's personnel leaves during an employee's sick leave or vacation time.</p>	<p>to principal.</p> <p>2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.</p>
<p>2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services until payment has been made in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.</p> <p>2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.</p> <p>SECTION 3 – Term of Agreement</p> <p>3.1 Term Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.</p> <p>3.2 Abandonment of Work Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.</p> <p>3.3 Termination of Agreement</p>	<p>SECTION 4 – General Considerations</p> <p>4.1 Assignment and Responsibility for Personnel</p> <p>4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.</p> <p>4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.</p> <p>4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents, or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants who are to perform hereunder.</p> <p>4.2 Insurance</p> <p>4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client</p>



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<p>3.3.1 Termination with Cause</p> <p>The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of final payment, Client shall pay for all services performed prior to the date of termination.</p> <p>3.3.2 Termination without Cause</p> <p>Either party may, at its sole discretion, terminate this Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.</p> <p>3.4 Payment for Work Upon Abandonment or Agreement Termination</p> <p>If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.</p>	<p>notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.</p> <p>4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and subcontractor's commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractors and subcontractors to purchase and maintain insurance, compensation and employer's liability insurance.</p>
<p>4.3 Successors and Assigns</p> <p>4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors,</p>	<p>Client may make and retain copies for information and reference in connection with the use and reoccupation of the Project by Client and others; however, such documents are not intended or represented to be suitable for Client by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an</p>



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administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or monies that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification of adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.



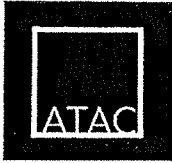
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<p>4.5.1 All drawings, specifications, test reports, and other materials and work products, including those that have been prepared or furnished by Client prior to this Agreement that remain Client's property. Consultant shall be permitted to retain copies. Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.</p> <p>4.5.2 All drawings, specifications, test reports, and other materials and work products, including electronic media drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed.</p>	
<p>4.7 Opinions of Cost, Financial Considerations, and Schedules</p> <p>In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein are approximations only. On the basis of Consultant's experience and qualifications and Consultant's professional judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.</p> <p>4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks</p> <p>4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.</p>	<p>If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.</p> <p>5.2 Limitation of Liability</p> <p>Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy, apart from the insurance coverage listed in section 4.2 above, for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorneys' fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.</p> <p>5.3 No Special or Consequential Damages</p> <p>Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.</p>



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<p>4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.</p> <p>4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.</p> <p>SECTION 5 - Professional Services</p> <p>5.1 Performance of Services</p> <p>Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.</p>	<p>5.4 Indemnification</p> <p>To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.</p> <p>5.5 No Third Party Beneficiaries</p> <p>Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as a beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.</p> <p>Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees</p>
<p>SECTION 6 – Miscellaneous Provisions</p> <p>6.1 Notices</p> <p>Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.</p>	<p>6.6 Equal Opportunity</p> <p>Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.</p>



Office: 6529 Sahalee Court, Rapid City, SD 57702
Mailing Address: PO Box 1362, Rapid City, SD 57709
Tel. (605)569-3646 Email. Anthony@gotheodorou.com
www.gotheodorou.com

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement.

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediation settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of South Dakota.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby tied together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

___/ALT

SOUTH DAKOTA DEPARTMENT OF AGRICULTURE AND NATURAL RESOURCES

APPLICATION FOR OPERATOR
CERTIFICATION THROUGH 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, email application, or mail application to:

Tammie Hill-Secretary
Board of Operator Certification
523 East Capitol-Foss Building
Pierre, SD 57501-3181
Email: tammie.hill@state.sd.us

Applications for certification through 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 certificates in South Dakota. Please note that you may not be awarded any certificate if the requirements to obtain your current certificate are lower than the standards in South Dakota. A copy of the certificate presently held should be included with the application. **Each application must be accompanied by a fee of \$60.00.** Checks should be made out to "DANR". If you fax or email application, please submit fee through the mail.

Operator Certification Web Site-<https://danr.sd.gov/OfficeOfWater/OperatorCert/default.aspx>

GENERAL INFORMATION (Print legibly and fill out completely):

1. Name Linton Kendall Collins
Last First Middle
2. Home Mailing Address 102 8th Ave SE Clark, South Dakota 57225
3. Phone (385)888-0880 Fax _____
4. Email Address Kclinton2008@outlook.com
5. Certificate Now Held Collection 4 Wastewater Operator From Which State Utah
6. Was an exam passed to acquire this certificate? Check one. Yes No
7. Was this certificate obtained through reciprocity? Check one. Yes No
8. Is this certificate valid with all fees up-to-date? Check one. Yes No
9. Have you ever been certified in South Dakota before? 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

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

California State University, Sacramento Office of Water Programs Operation and Maintenance of Wastewater Collection Systems, Volume 1 9.0 CEUs January 202

California State University, Sacramento Office of Water Programs Operation and Maintenance of Wastewater Collection Systems, Volume 2 9.0 CEUs February 202

California State University, Sacramento Office of Water Programs Collection Systems: Methods for Evaluating and Improving Performance 3 CEUs November 202

WATER/WASTEWATER OPERATION EXPERIENCE

Present Position Title Collection 3 Operator Date Employed November 2018 - November 2025

Supervisor Name and Title Tyler Barfuss Operations Manager (801) 825-0712

Describe in detail your daily duties. (Be Specific!) Inspect new construction of sewer lines, manholes and connections to ensure work to be done to district standards. Perform cleaning using high pressure vac truck, inspect sewer lines using CCTV equipment to NASCCO standards.


Conduct daily manhole inspections, locate and mark sewer lines and respond to blockages or trouble calls. Oversee traffic control and crew safety during field operations, maintain inspection records and assist with industrial user sampling and pretreatment inspections.

NASCCO PACP, LACP, MACP Certified, ATSSA Traffic control Technician, Supervisor, Flagger Certified Collection Wastewater 4 Certified

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

Dates	Employer Name/Location	Specific Job Duties
Nov 2018 - Nov 2025	North Davis Sewer District	

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

Signature  Date 03/16/2026

Oper#	
Cert Date	
Reciprocity Approved	Yes <input type="checkbox"/> No <input type="checkbox"/>
Certificate Awarded	
Cash	Check
DANR Use Only	

pd cc 10/7/25

UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY
WASTEWATER OPERATOR CERTIFICATION
195 NORTH 1950 WEST - PO BOX 144870
SALT LAKE CITY, UT 84114

DATE: DECEMBER 30, 2025

RE: Operator Certification

The following water/wastewater operator has applied to South Dakota to receive an Operator Certificate through 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 decide at their next Board meeting as to whether certification should be granted.

Name KENDALL LINTON

Address 162 8TH AVE SE

CLARK SD 57225

License Held WASTEWATER COLLECTIONS IV UT CERT: 7353U0807254C

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

For Mr. Linton's unrestricted collection IV certificate, he is required to have a high school diploma or equivalent. ★

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

For Mr. Linton's unrestricted collection IV certificate, he is required to have at least 6 years of experience in wastewater collection. ★

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

What type of questions is on the exam? The exam is a standardized WPI exam.

What is the minimum score to pass the exam? 70

SD WWC III

Is your certification program mandatory? Yes

Is this license(s) valid at this time? Yes, through 12/31/2028

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.

Most likely yes, but Utah also evaluates reciprocity requests on a case-by-case basis. The Utah Division of Drinking Water evaluates all water operator certification requests.

Comments _____

Name and title of person completing this form-

Tessa Scheuer, Utah Division of Water Quality, Wastewater Certification Program Coordinator

Please check which certificates your agency issues-

Water Treatment

Water Distribution

Wastewater Treatment

Wastewater Collection

South Dakota's Operator Certification Law: https://sdlegislature.gov/Statutes/Codified_Laws/2058273

Our regulations are contained within: <https://sdlegislature.gov/Rules/Administrative/27258>

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,



Tammie Hill - Secretary
Board of Operator Certification
523 E Capitol
Pierre SD 57501
Phone: 605-773-3577
Fax: 605-773-5286
E-mail: tammie.hill@state.sd.us
Web Site: <https://danr.sd.gov/OfficeOfWater/OperatorCert/default.aspx>



State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

Department of
Environmental Quality

L. Scott Baird
Executive Director

DIVISION OF WATER QUALITY
Erica Brown Gaddis, PhD
Director

October 20, 2020

KENDALL COLLINS LINTON
3231 N. PELICAN DR.
FARR WEST, UT 84404

Dear Wastewater Operator:

Subject: Utah Wastewater Operator Certification Examination Results – October 2020

The enclosed summary indicates that you scored 70% on the COLLECTION IV wastewater exam and provides a breakdown of your results in each area tested. Also enclosed is a statistical summary by exam level. A score of at least 70% is considered "passing." As your score indicates, you passed this exam.

Based on information from your exam application, your certificate will indicate **COLLECTION IV Restricted** Wastewater Operator because of the reason(s) indicated below. **If this is not accurate, you must contact me by November 24, 2020** (prior to printing the certificate.) **Following that date, any change of status will require an additional application and fee for a new certificate to be prepared.** If there are any questions, please call me at (801) 536-4344 or email wwopcert@utah.gov.

- Restricted for lack of relevant experience
- Restricted for lack of signature &/or date on application
- Restricted for lack of information or completed Attachment A

Congratulations on your achievement!

Sincerely,

Judy Etherington
Wastewater Certification Program Coordinator

Enclosures

U:\ENG_WQ\ETHERINGTON\OPCERT\EXAM CORRESP\EXAMPASSEDREST2019NEWEXDIR.DOCX
FILE: WW OPERATORS/LINTON, KENDALL COLLINS - 7353



State of Utah

SPENCER J. COX
Governor

DEIDRE HENDERSON
Lieutenant Governor

Department of
Environmental Quality

Tim Davis
Executive Director

DIVISION OF WATER QUALITY
John K. Mackey, P.E.
Director

August 7, 2025

KENDALL COLLINS LINTON
3231 N. PELICAN DR.
FARR WEST, UT 84404

Subject: Wastewater Operator Certification Program – New Unrestricted Certificate

Dear Wastewater Operator:

Enclosed is your *unrestricted* **COLLECTION IV wastewater operator** certificate number **7353U0807254C**. Your certificate was prepared with an effective date of August 7, 2025, and expiration date of **December 31, 2028**. In order to renew, you will need to have accrued either 2 CEUs for grades I and II, or 3 CEUs for grades III and IV, during the three-year period **prior to the expiration date**. Please refer to *Utah Administrative Code R317-10, Certification of Wastewater Works Operators* for specific requirements for CEU approval for wastewater credit.

The obligation to renew rests with you, not the Certification Program. If you do not receive notice of renewal, it is still your responsibility to garner the necessary CEU credits and submit renewal forms prior to the expiration date to avoid any late fees or other problems. To this end, **please keep the Certification Council aware of any address changes**.

Thank you for supporting the Certification Program. If you have any questions concerning your certification status, please feel free to call Tessa at (385) 600-9401 or email wwopcert@utah.gov. Other certification information, including a link to the "On-line Training Calendar," is available on our web site: <https://deq.utah.gov/water-quality/wastewater-operator-certification-program/index.htm>.

Sincerely,

Tessa Scheuer
Program Coordinator

Enclosure: COLLECTION IV Wastewater Operator Certificate

UA\ENG_WQ\UETHERINGTON\OPCERT\CERTIFICATES\R2U\2025\DIRR2UCERTLTR_TMS.DOC
FILE: WW OPERATORS/LINTON, KENDALL COLLINS - 7353

STATE OF UTAH WASTEWATER SYSTEM OPERATOR



THIS CERTIFIES THAT

KENDALL COLLINS LINTON

HAS, THROUGH TRAINING, EXPERIENCE, AND EXAMINATION, QUALIFIED AS A
COLLECTION IV WASTEWATER OPERATOR

AS REGULATED BY THE UTAH WATER QUALITY BOARD

7363U0807254C
Certificate No.



UTAH DEPARTMENT OF
ENVIRONMENTAL QUALITY
WATER
QUALITY

August 7, 2025
Date Issued

December 31, 2028
Expiration Date

Jonathan Stiller
Certification Council Chair

John T. Meeker
Division Director

Land treatment and disposal (surface or subsurface) 4

INSTRUMENTATION (6 pt. max.)

- Use of SCADA or similar instrumentation systems to provide data with no process operation 0
- Use of SCADA or similar instrumentation systems to provide data with limited process operation 2
- Use of SCADA or similar instrumentation systems to provide data with moderate process operation 4
- Use of SCADA or similar instrumentation systems to provide data with extensive/total process operation 6

LABORATORY CONTROL (15 pt. max)(4)

- Bacteriological/biological (5 pt. max):
 - Lab work done outside the plant 0
 - Membrane filter procedures 3
 - Use of fermentation tubes or any dilution method (or E. coli determination) 5
- Chemical/physical (10 pt. max):
 - Lab work done outside the plant 0
 - Push-button, visual methods for simple tests (i.e. pH, settleable solids) 3
 - Additional procedures (ie, DO, COD, BOD, gas analysis, titrations, solids volatile content) 5
 - More advanced determinations (ie, specific constituents; nutrients, total oils, phenols) 7
 - Highly sophisticated instrumentation (i.e., atomic absorption, gas chromatography) 10

- (1) 1 point per 10,000 P.E. or part; maximum of 10 points
- (2) 1 point per MGD or part
- (3) Key concept is frequency and/or intensity of deviation or excessive variation from normal or typical fluctuations; such deviation may be in terms of strength, toxicity, shock loads, inflow and infiltration, with point values ranging from 0 - 6.
- (4) Key concept is to credit laboratory analyses done on-site by plant personnel under the direction of the operator in direct responsible charge with point values ranging from 0 - 15.

R317-10-7. Qualifications for Operator Grades.

A. General

1. "Qualification Points" means the accumulated points earned through education and experience required to obtain a certification without restriction. Points allocated for relevant education and experience must meet the minimum requirements for each grade. All substitutions are year for year equivalents. A college "year" is considered 45 quarter hours or 30 semester hours of credit.
2. College-level education must be in a job-related field to be credited. However, partial credit may be given for non-job related education at the discretion of the director with the recommendation of the council.
3. Experience may be substituted for a high school education or a graduate equivalence degree in Grades I and II only.

4. Education may be substituted for experience, as specified for each grade.

B. Grade I - minimum 13 points required.

1. High school diploma or equivalency (12 points), or highest grade completed (one point per grade, up to 12 points).
2. One year of operating experience (one point per year).
3. Experience may be substituted for all or any part of the education requirements, on a one-to-one basis.
4. Education may not be substituted for experience.

C. Grade II - minimum 14 points required.

1. High school diploma or equivalency (12 points), or highest grade completed (one point per grade, up to 12 points).
2. Two years of operating experience (one point per year).
3. Up to one year of additional education may be substituted for an equivalent amount of operating experience.
4. Experience may be substituted for all or any part of the education requirement, on a one-to-one basis.

D. Grade III - minimum 16 points required.

1. High school diploma or equivalency (12 points), or highest grade completed (one point per grade, up to 12 points).
2. Four years of operating experience (one point per year).
3. Up to two years of additional education may be substituted for an equivalent amount of operating experience.
4. Relevant and specialized operator training may be substituted for education requirement, where 25 CEUs is

equivalent to one year of education.

E. Grade IV - minimum 18 points required.

1. High school diploma or equivalency (12 points), or highest grade completed (one point per grade, up to 12 points).





2. Six years of operating experience (one point per year).
 3. Up to two years of additional education may be substituted for an equivalent amount of operating experience.
 4. Relevant and specialized operator training may be substituted for education requirement, where 25 CEUs is equivalent to one year of education.
- F. An applicant is also required to meet the requirements of Section 63G-12-104 regarding citizenship or alien identification certification.

R317-10-8. Utah Wastewater Operator Certification Council.

- A. Membership.
1. Members of the council shall be appointed by the board.
 - a. Recommendations for appointments may be made by interested individuals or organizations, including the Department of Environmental Quality, Utah League of Cities and Towns, Water Environment Association of Utah, the Rural Water Association of Utah, and the Civil and Environmental Engineering Departments of universities in Utah.
 - b. The council shall serve at the discretion of the board to oversee the certification program in an advisory capacity to the director as provided in this rule.
 2. The council shall consist of seven voting members and should include representation from interest groups as follows:
 - a. four members who are operators holding valid certificates, with at least two members being wastewater collection system operators and two members being wastewater treatment system operators;
 - b. one member with at least three years of management experience in either wastewater treatment, collection, or both, who represents municipal wastewater management;
 - c. two members who are at large and may represent:
 - (1) an educational institution in Utah;
 - (2) those who are currently certified as wastewater operators in the private sector; or
 - (3) vocational training.
 3. At least two non-voting division staff should be in attendance at any council meeting.
 4. Voting council members shall serve as follows:
 - a. terms of office shall be for three years with two members retiring each year, except for the third year when three shall retire;
 - b. any member who does not attend at least 50 percent of the meetings during a year of service may be replaced at the discretion of the board;
 - c. appointments to succeed a council member who is unable to serve his full term shall be for the remainder of the unexpired term; and
 - d. council members may be reappointed, but they do not automatically succeed themselves.
 5. A majority of voting members shall constitute a quorum for the purpose of transacting council business.
 6. Each year the Council shall elect from its membership a Chair and Vice Chair.
- B. Duties of the council shall include:
1. evaluating examinations to ensure compatibility with operator responsibilities, accuracy of content, and composition of individual exam databank items;
 2. evaluating certification applications, as requested by the director, and making recommendations for approval or disapproval;
 3. assisting in administering examinations at various locations;
 4. providing a forum for ongoing evaluation of the certification program and recommending changes to the director;
 5. providing advice and recommendations for CEU approval; and
 6. preparing an annual report of certification program activities for distribution to the board and other interested parties.

R317-10-9. Application for Examination.

- A. Prior to taking an examination, an applicant must file an application of intention with the director using an approved form, accompanied by:
1. evidence of qualifications for certification in accordance with the provisions of Section R317-10-11;
 2. the appropriate fee; and
 3. documentation that requirements for certification of citizenship or alien residency are met.
- B. Approved forms are available on the internet at www.waterquality.utah.gov.

R317-10-10. Examination.

- A. The time and place of examinations to qualify for a certificate shall be determined by the director upon recommendation of the council.
- B. All examinations shall be scored and the applicant notified of the results.
 - C. Examination fees shall be charged according to the approved division fee schedule to cover the costs of testing.
 - D. All exams shall be administered in a manner that will ensure the integrity of the certification program.

RECEIVED

AUG 25 2025

OFFICE OF WATER

CLASS C

WT

SOUTH DAKOTA DEPARTMENT OF AGRICULTURE AND NATURAL RESOURCES

APPLICATION FOR OPERATOR CERTIFICATION THRU RECIPROCITY

PAID

AUG 25 2025

Ck# 10122

Rec't#

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, email application, or mail application to:

Tammie Hill-Secretary
Board of Operator Certification
523 East Capitol-Foss Building
Pierre, SD 57501-3181
Email: Tammie.hill@state.sd.us

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 certificates in South Dakota. Please note that you may not be awarded any certificate if the requirements to obtain your current certificate are lower than the standards in South Dakota. A copy of the certificate presently held should be included with the application. Each application must be accompanied by a fee of \$60.00. Checks should be made out to "DANR". If you fax or email application, please submit fee through the mail.

GENERAL INFORMATION (Print legibly and fill out completely):

1. Name Robinson Richard Jr Dale
Last First Middle

2. Home Mailing Address 13878 Eagle View Lake Road
Big Stone City SD 57216

3. Phone 605-949-9219 Fax

4. Email Address rick.robinson620@gmail.com

5. Certificate Now Held C-Water License D-Water License From Which State Minnesota

- 6. Was an exam passed to acquire this certificate? Check one. Yes [X] No []
7. Was this certificate obtained thru reciprocity? Check one. Yes [] No [X]
8. Is this certificate valid with all fees up-to-date? Check one. Yes [X] No []
9. Have you ever been certified in South Dakota before? Check one. Yes [] No [X]

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
St. Cloud Technical College	1989-1990	Water Wastewater Technologies	1990

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

Sacramento State Water and Wastewater courses

Numerous training seminars

WATER/WASTEWATER OPERATION EXPERIENCE

Present Position Title City of Odessa Water & Wastewater Operator Date Employed 3/1/2025

Supervisor Name and Title City Council

Describe in detail your daily duties. (Be Specific!) Operate and maintain lift station and wastewater ponds and collection system. Operate water treatment plant and perform maintenance of plant. Operate water distribution system, hydrants, valves, tower, meters. Collect all required samples, complete required MDH and MPCA reports.

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

Dates	Employer Name/Location	Specific Job Duties
2002-2012	City of Tracy, Tracy MN	Water, Wastewater Operator, Public Works Director
1990-2002	People Service	Operated several water and wastewater systems

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

Signature [Signature] Date 4/20/25

Oper#	
Cert Date	
Reciprocity Approved Yes <input type="checkbox"/> No <input type="checkbox"/>	
Certificate Awarded	
Cash	Check <u>rd</u>
DANR Use Only	

Minnesota Department of Health
Office of Operator Certification
PO Box 64494
St. Paul, MN 55164

DATE: December 30, 2025

RE: Operator Certification

The following water/wastewater operator has applied to South Dakota to receive an Operator Certificate through 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 decide at their next Board meeting as to whether certification should be granted.

Name RICHARD ROBINSON

Address 13878 EAGLE VIEW ROAD

BIG STONE SD 57216

License Held CLASS C WATER SUPPLY CERTIFICATE MN CERT: 4998

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

HS Graduate

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

At least 3 years hands on experience at a Class D or higher public water system

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

What type of questions is on the exam? Please see attached Class C need to know.

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

SD CLASS II WT

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 _____

Name and title of person completing this form-

Noel A Hansen Water Operator Certification Officer

Please check which certificates your agency issues-

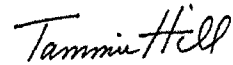
- Water Treatment Water Distribution
- Wastewater Treatment Wastewater Collection

South Dakota's Operator Certification Law: https://sdlegislature.gov/Statutes/Codified_Laws/2058273

Our regulations are contained within: <https://sdlegislature.gov/Rules/Administrative/27258>

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,



Tammie Hill - Secretary
 Board of Operator Certification
 523 E Capitol
 Pierre SD 57501
 Phone: 605-773-3577
 Fax: 605-773-5286
 E-mail: tammie.hill@state.sd.us
 Web Site: <https://danr.sd.gov/OfficeOfWater/OperatorCert/default.aspx>

CLASS D - UWT

SOUTH DAKOTA DEPARTMENT OF AGRICULTURE AND NATURAL RESOURCES

APPLICATION FOR OPERATOR CERTIFICATION THROUGH 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, email application, or mail application to:

Tammie Hill-Secretary
Board of Operator Certification
523 East Capitol-Foss Building
Pierre, SD 57501-3181
Email: tammie.hill@state.sd.us

PAID

OCT 27 2025

Ck# 6139

Rec't#

Applications for certification through 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 certificates in South Dakota. Please note that you may not be awarded any certificate if the requirements to obtain your current certificate are lower than the standards in South Dakota. A copy of the certificate presently held should be included with the application. Each application must be accompanied by a fee of \$60.00. Checks should be made out to "DANR". If you fax or email application, please submit fee through the mail.

Operator Certification Web Site-https://danr.sd.gov/OfficeOfWater/OperatorCert/default.aspx

GENERAL INFORMATION (Print legibly and fill out completely):

- 1. Name Robinson, Richard Jr. Dale
2. Home Mailing Address 13878 Eagle View Lake Road, Big Stone City SD 57216
3. Phone 605-949-9219
4. Email Address rick.robinson620@gmail.com
5. Certificate Now Held Wastewater Treatment Facility Class D, Water Supply System Operator Class C, From Which State MN
6. Was an exam passed to acquire this certificate? Check one. Yes [X] No []
7. Was this certificate obtained through reciprocity? Check one. Yes [] No [X]
8. Is this certificate valid with all fees up-to-date? Check one. Yes [X] No []
9. Have you ever been certified in South Dakota before? Check one. Yes [] No [X]

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
St. Cloud MN Technical College	1987-1989	Water Wastewater Technologies	1989

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

Sacramento State Water Wastewater course
Numerous training seminars

WATER/WASTEWATER OPERATION EXPERIENCE

Present Position Title City of Odessa Water Wastewater Operator Date Employed 3-1-25 - present
 Supervisor Name and Title _____

Describe in detail your daily duties. (Be Specific!) Operate and maintain lift station and waste water ponds and collection system. Operate water treatment plant and perform maintenance of plant. Operate water distribution system, hydrants, valves, towers meters. Collect all required samples. Complete required MDH & MPCA reports.

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

Dates	Employer Name/Location	Specific Job Duties
2002-2012	City of Tracy, Tracy MN	Public Works Director - ^{Water, Wastewater} operator
1990-2002	People Service	Operate several water and WW systems

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

Signature [Signature] Date 10-21-25

Oper#	
Cert Date	
Reciprocity Approved	Yes <input type="checkbox"/> No <input type="checkbox"/>
Certificate Awarded	
Cash	Check <u>pd</u>
DANR Use Only	

State of Minnesota

Minnesota Department of Health

DRINKING WATER PROTECTION SECTION

WATER SUPPLY SYSTEM OPERATOR, CLASS C
CERTIFICATE NO. 4998

To:

RICHARD D. ROBINSON, JR.
13878 EAGLE VIEW LAKE ROAD
BIG STONE CITY, SD 57216

EFFECTIVE DATE

02/10/2025

EXPIRATION DATE

02/29/2028

State of Minnesota

Minnesota Department of Health

DRINKING WATER PROTECTION SECTION
WATER SUPPLY SYSTEM OPERATOR

CLASS C
CERTIFICATE NO. 4998

To:

Richard D. Robinson, Jr.

EFFECTIVE DATE

02/10/2025

EXPIRATION DATE

02/29/2028

MINNESOTA POLLUTION CONTROL AGENCY
OFFICE OF OPERATOR CERTIFICATION
520 LAFAYETTE ROAD N
ST. PAUL MN 55155-4194

DATE: DECEMBER 30, 2025

RE: Operator Certification

The following water/wastewater operator has applied to South Dakota to receive an Operator Certificate through 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 decide at their next Board meeting as to whether certification should be granted.

Name RICHARD ROBINSON

Address 1388 EAGLE VIEW LAKE ROAD

BIG STONE MN 57216

License Held CLASS D WASTEWATER TREATMENT MN CERT: D-2514

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

The class D certification requires a High School Diploma or GED

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

One year experience is required with at least 40 hours per month for 12 months or more.

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

What type of questions is on the exam? Wastewater multiple choice questions

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

SD CLASS I WWT

Is your certification program mandatory? yes

Is this license(s) valid at this time? It is valid until April 1, 2028

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 if education and experience is met we will

Comments _____

Name and title of person completing this form-

Tracy Finch

Minnesota State Certification Program Administrator

Please check which certificates your agency issues-

Water Treatment

Water Distribution

Wastewater Treatment

Wastewater Collection

South Dakota's Operator Certification Law: https://sdlegislature.gov/Statutes/Codified_Laws/2058273

Our regulations are contained within: <https://sdlegislature.gov/Rules/Administrative/27258>

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,



Tammie Hill - Secretary

Board of Operator Certification

523 E Capitol

Pierre SD 57501

Phone: 605-773-3577

Fax: 605-773-5286

E-mail: tammie.hill@state.sd.us

Web Site: <https://danr.sd.gov/OfficeOfWater/OperatorCert/default.aspx>

Wastewater Treatment Facility Operator Certificate

This is to certify that

Richard D Robinson Jr

has fulfilled the requirements for certification as a
waste disposal facilities operator in accordance with the
provisions of Minnesota Statutes, Section 115.71 - 115.77

The above person is here by certified to operate a

Class D

Wastewater Treatment Facility.



Certificate number: D-2514
Issue date: 04/01/2025
Expiration date: 04/01/2028

A handwritten signature in black ink that reads 'Nick Haig'.

Nick Haig, Supervisor, Certification and Training
Stormwater Section, Municipal Division



9400.0700 CERTIFICATION OF SYSTEM AND FACILITY OPERATORS.

Subpart 1. [Repealed, 21 SR 1165]

Subp. 2. **Certification in particular class.** An applicant who seeks certification must:

A. meet the qualifications for one of the classes specified in this part and take and pass an exam; or

B. meet the requirements for reciprocity under part 9400.1350.

Subp. 3. **Class A certificate.** An applicant for a Class A certificate must:

A. have been certified as a Class B operator for at least two years; and

B. have:

(1) a high school diploma or equivalent with at least eight years experience in the operation, including at least two years as a part of the management, of a Class A or B system or facility, or a similar industrial facility; or

(2) a bachelor's degree from an accredited institution in chemical, civil, environmental, mechanical, or sanitary engineering or in a physical or biological science, and submit satisfactory evidence of at least four years experience in the operation, including at least two years as a part of the management, of a Class A or B system or facility or a similar industrial facility.


Subp. 4. **Class B certificate.** An applicant for a Class B certificate must:

A. have been certified as a Class C operator for at least one year; and

B. have:

(1) a high school diploma or equivalent with at least six years experience in the operation of a Class A, B, or C system or facility, or a similar industrial facility; or

(2) a bachelor's degree from an accredited institution in chemical, civil, environmental, mechanical, or sanitary engineering or in a physical or biological science, and submit satisfactory evidence of at least two years experience in the operation of a Class A, B, or C system or facility, or similar industrial facility.

 Subp. 5. **Class C certificate.** An applicant for a Class C certificate must have:

A. a high school diploma or equivalent, with at least three years experience in the operation of a Class A, B, C, or D system or facility, or similar industrial facility; or

B. a bachelor's degree from an accredited institution in chemical, civil, environmental, mechanical, or sanitary engineering or in a physical or biological science, and submit satisfactory evidence of at least one year experience in the operation of a Class A, B, C, or D system or facility, or similar industrial facility.

★ Subp. 6. **Class D certificate.** An applicant for a Class D certificate must:

A. have a high school diploma or equivalent; and

B. have:

(1) at least one year experience in the operation of a Class A, B, C, or D system or facility, or in a related field; or

(2) satisfactorily completed a postsecondary program of courses in water or wastewater technology approved by the respective agency or department at an accredited institution.

Subp. 6a. **Class E certificate.** An applicant for a Class E certificate must:

A. have a high school diploma or equivalent; and

B. have:

(1) at least three months experience in the operation of a Class A, B, C, D, or E system or facility, or in a related field; or

(2) satisfactorily completed a postsecondary program of courses in water or wastewater technology approved by the respective agency or department at an accredited institution.

Subp. 7. **Type S certificate.** An applicant for a type S wastewater treatment certificate must possess the same education and experience required for a regular wastewater certificate in the same class, except experience must have been gained in a facility or type S facility and:

A. an applicant for an S-A type certificate must have been certified as an S-B or B facility operator for at least two years; or

B. an applicant for a type S-B certificate must have been certified as an S-C or C facility operator for at least one year.

Statutory Authority: *MS s 115.72; 115.79*

History: *21 SR 1165; 25 SR 1633*

Published Electronically: *October 2, 2007*