

Unapproved Minutes
South Dakota Operator Certification Board Meeting
September 10, 2024
The Lodge at Deadwood - Deadwood, SD

Members Present: Chris Schmit, Dave Van Cleave, Ryan Allen, Robin Bobzien, Craig Wagner Bill Sarringar

Members Absent: None

Others Present: Tammie Hill - Secretary to the Board, Rob Kittay, Bill Thorson, Gavin Graverson, Robert Sachen

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

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

Approval of Minutes: The minutes from the April 16, 2024, Board meeting minutes had been emailed previously to the Board members and available on the internet. Bobzien moved to approve the minutes from the last meeting. Van Cleave seconded. Motion passed.

Old Business: Hill provided the Board with an update of the requested proposal and costs associated with adding computer-based testing of water/wastewater exams.

Contract Approvals: Hill reviewed each contract for the Board.

Bulldog Creek Campground - Van Cleave moved to approve the contract between Bulldog Campground and Sage Waterworks, LLC. Craig Wagner seconded. Motion passed.

High Country Guest Ranch - Van Cleave moved to approve the contract between High country Guest Ranch and Clearwater Consulting. Craig Wagner seconded. Motion passed.

HTR Black Hills Resort - Van Cleave moved to approve the contract between HTR Black Hills Resort and Clearwater Consulting. Wagner seconded. Motion passed.

Northdale Sanitary District - Van Cleave moved to approve the contract between Northdale Sanitary District and Sage Waterworks, LLC. Wagner seconded. Motion passed.

Riverside Mobile Home Park - Van Cleave moved to approve the contract between Riverside Mobile Home Park and Mike Kyte. Wagner seconded. Motion passed.

Preliminary Hearings:

Herreid - Is required to have a Class I Water Distribution operator. A representative has taken the exam on multiple occasions without success. Allen moved to hold a final hearing at the next board meeting. Seconded by Wagner. Motion passed.

Sunnyside Mobile Home Park & Valley View Water System - Is required to have a Class I Small Water Treatment and Class I Water Distribution operator. Both systems are owned by the same owner. The owner is working on finalizing a contract with Sage Waterworks, LLC to serve as the contract operator for the systems. Wagner moved to hold a final hearing at the next board meeting. Seconded by Van Cleave. Motion passed.

White - Is required to have a Class I Wastewater Treatment/Stabilization Pond and Class I Wastewater Collections operator. A representative has passed the Class I Stabilization Pond exam, but still needs to obtain the Class I Wastewater Collections certificate. Van Cleave moved to hold a final hearing at the next board meeting. Wagner seconded. Motion passed.

Final Hearings: None

Reciprocity:

William Lower - Holds a New York Grade D Water Distribution certificate. A New York Grade D Water Distribution certificate requires a high school graduation and 1 year of experience. A New York Grade D Water Distribution certificate is comparable to South Dakota's Class I Water Distribution certificate. Van Cleave moved to grant a Class IV Water Treatment Certificate. Allen seconded. Motion passed.

Randy Sugrue - Holds a New Mexico Class IV Water Supply and a New Mexico Class IV Wastewater Treatment certificate. Each certificate requires high school graduation and 4 years of experience. The New Mexico Class IV Water Supply and Class IV Wastewater Treatment certificates are comparable to South Dakota's Class II Water Treatment and Class II Wastewater Treatment certificates. Van Cleave moved to grant a Class II Water Treatment and Class II Wastewater Treatment certificates. Allen seconded. Motion passed.

Jason Weber - Holds a Minnesota Class C Water Supply certificate and Class D Wastewater Treatment certificate. The Minnesota Class C Water Supply certificate requires a high school graduation and 3 years of experience. The Minnesota Class C Water Supply certificate is comparable with a South Dakota Class II WD certificate. The Minnesota Class D Wastewater Treatment certificate requires a high school graduation and 1 year of experience. The Minnesota Class D Wastewater Treatment Certificate is comparable with a South Dakota Class I Wastewater Treatment certificate. Van Cleave moved to grant a Class II Water Distribution and Class I Wastewater Treatment certificate. Allen 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 Badlands-White River KOA, Black Elk Resort, Buffalo Gap, Provo Water System, Rock Ridge Court/Triple T, Vale Sanitary District. Schmit moved to hold preliminary hearings for these systems at the next board meeting if these systems have not complied with South Dakota's Operator Certification Laws. Allen 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.

Next Meeting: April 15, 2025 in Pierre SD.

Schmit moved for adjournment. Bobzien seconded. Motion passed. Meeting adjourned at 2:50 PM.



10/29/2024

Tammie Hill

Date



PHONE 605.996.6636

EMAIL Sales@DakotaPump.com

WEB DakotaPump.com

ADDRESS 25524 413th Ave, Mitchell, SD 57301

The following outlines the water operation contract between Larsson's Crooked Creek RV Resort and Dakota Pump Inc. for the RV and Cabin Water System.

Section 1) Parties Involved

1. Trevor Nelson Dakota Pump Inc. 11985 Quaal RD Blackhawk, SD 57718
2. Trevor holds certificates for Water Treatment State and Water Distribution with the State of SD
3. The system we will be working on for this contract is Larsson's Crooked Creek RV Resort water systems (EPA#- 2405, 0527, 2171).

Section 2) Description of the System

The Larsson's Crooked Creek RV Resort system is located on highway 385 outside of Hill City SD. They are a campground with a fluctuating population dependent on how busy they are. They would be considered a seasonal system. The source for the system is ground water. The treatment present is chlorination. The water is fed directly into the system from the three separate wells.

Section 3) Purpose of the Contract

Larsson's Crooked Creek RV Resort is currently in need of a system operator that has a qualified certification. Larsson's Crooked Creek RV Resort needs sampling, testing, and reporting.

Section 4) Duties of the Contract Operator

Dakota Pump Inc. will charge a flat rate to collect and submit all water system samples that are required for the year. For this year that means Dakota Pump Inc. will from May 1st moving forward take all the samples for BCT, Nitrate, or others required by the state. We will take samples and deliver them to the lab. Lab fees for the testing of samples that are collected will be the responsibility of Larsson's Crooked Creek RV Resort and paid directly to Midcontinent Lab.

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

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

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

Section 5) Payment Amount

A monthly fee of \$525 dollars plus tax will be billed for sampling and weekly visits. Anything outside the sampling, testing, and normal weekly visits will be billed at an hourly rate of \$150 per hour per man plus equipment and materials. The \$150 per hour is for normal business hours that are 8am to 5pm Monday



PHONE 605.996.6636

EMAIL Sales@DakotaPump.com

WEB DakotaPump.com

ADDRESS 25524 413th Ave, Mitchell, SD 57301

through Friday. Anything outside that time frame will be billed at \$185 per hour per man. Jobs or system upgrades that can be planned will be quoted and agreed to prior to work starting. Other items to be billed on a case-by-case basis at rates listed above plus taxes.

Section 6) Dates

The billing rates of the contract as laid out above will be good for 2025. During this time either party may walk away or cancel at any time for any reason. The contract is good from May 1st, 2025, and ends October 31st, 2025, for freezing rates as listed above for the taking of samples and sites visits once a week as well as hourly rates for other projects. At the end of the contract a new contract can be negotiated by both sides, or this may be extended if both parties are comfortable.

Section 7) Signatures

Larsson's Crooked Creek Rep

Eric Larsson

24184 US-385

Hill City SD 57745

802-999-4024

Trevor Nelson

Dakota Pump Inc

1/7/2025

11985 Quaal Road

Blackhawk, SD 57718

605-660-6614



The following outlines the water operation contract between Rochford Ridge Water System and Dakota Pump Inc.

Section 1) Parties Involved

1. Trevor Nelson Dakota Pump Inc. 11895 Quaal RD Blackhawk, SD 57718
2. Trevor holds certificates for Class 1 Water Treatment State of SD and Class 1 Water Distribution State of SD.
3. The system we will be working on for this contract is Rochford Ridge Water System (EPA # 2399)

Section 2) Description of the System

The Rochford Ridge Water System is located just off South Rotchford Road in Lawrence County. They have 1 point of entry and approximately 25 connections or end users. The source for the system is surface water supplied by a natural spring. The system included a filtration system and chlorination with a booster pumping to a storage tank. The water is then sent from the tank to the distribution system.

Section 3) Purpose of the Contract

Rochford Ridge Water System is currently in need of a system operator that has a qualified certification to oversee the treatment and distribution system. Rochford Ridge Water System needs sampling, testing, and reporting with routine filter and chlorine system operations.

Section 4) Duties of the Contract Operator

Dakota Pump Inc. will collect and submit all water system samples that are required for the year. Dakota Pump Inc. will take all the samples for coliform bacteria testing, Lead and Copper, disinfection by-products, VOC, Nitrate, and SOC that are required. We will take samples and deliver them to the lab for testing. Dakota Pump Inc will take Chlorine residual and turbidity measurements as needed. We will be doing monthly onsite visits for the purpose of collecting samples. Coliform bacteria testing fees are not included and any other lab fees for other tests will be paid directly to Midcontinent laboratories as needed. We will also do weekly site visits as required by the state where we will adjust chlorine feed rates to maintain the levels required by the state. We will check pressures and change filters as needed to maintain efficient filter operations. Dakota Pump will keep operations and maintenance records required for regulatory compliance. If Lead and Copper testing are needed this will require homeowner involvement and we will help in the setting that up. Samples that are not collected by homeowners as agreed to and that require return trips will be invoiced to the system for return trips that are needed. Anything outside of taking samples, testing, weekly and monthly onsite visits will be addressed at the rates shown in Section 5 of this document. Dakota Pump Inc will maintain an employee with a valid operator's certificate while this contract is in effect. Any on-site work or construction can be discussed but it is not covered in this contract.

Section 5) Payment Amount

A monthly fee of \$600 dollars plus tax will be billed for sampling and weekly visits. Anything outside the sampling, testing, and normal weekly visits will be billed at an hourly rate of \$150 per hour per man plus



PHONE 605.990.0000

EMAIL Sales@DakotaPump.com

WEB DakotaPump.com

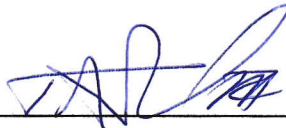
ADDRESS 25524 413th Ave, Mitchell, SD 57301

equipment and materials. The \$150 per hour is for normal business hours that are 8am to 5pm Monday through Friday. Anything outside that time frame will be billed at \$185 per hour per man. Jobs or system upgrades that can be planned will be quoted and agreed to prior to work starting. Other items to be billed on a case-by-case basis at rates listed above plus taxes.

Section 6) Dates

The billing rates of the contract as laid out above will be good for 2025. During this time either party may walk away or cancel at any time for any reason. The contract is good through December 31st, 2025. We will hold rates as listed above for the taking of samples and sites visits once a month as well as hourly rates for other projects. At the end of the contract a new contract can be negotiated by both sides, or this may be extended if both parties are comfortable.

Section 7) Signatures

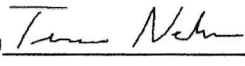
Rochford Ridge Rep. 

Rochford Ridge HOA President

PO Box ~~687~~ 727

Lead, SD 57754

~~785-761-6104~~ 605-920-0077

Trevor Nelson 

Dakota Pump Inc 2/4/2025

11895 Quaal RD

Blackhawk, SD 57718

605-660-6614

For Billing

Nick Spano

nspano@outlook.com

11322 Vista CT

Lead SD 57754

605-641-5711

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 Spring Canyon Water Company of Rapid City, South Dakota, herein called "Water Association."

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

SECTION II

DESCRIPTION OF THE SYSTEM:

The Water Association is the owner of the water system consisting of two (2) water wells, one (1) reservoir, water mains and lines known as the Spring Canyon Water Company Water System with registered EPA ID No. 0015. The system's water source is ground water and has thirty-six (36) user service connections at the time of the signing of this agreement. Drinking water is treated with chlorine and is not treated with phosphates or fluoride.

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

SECTION III

PURPOSE:

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

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

SECTION IV

DUTIES OF THE OPERATOR:

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

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

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

DUTIES OF THE WATER ASSOCIATION:

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

SECTION V

COMPENSATION:

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

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

Payments are due by the 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.

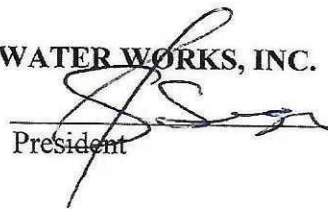
Executed by the parties on this 1st day of April, 2025.

SPRING CANYON WATER COMPANY

By: Tina Roberts
Its: President

DocuSigned by: 3/14/2025
Tina Roberts
B4742BC8608844C...

SAGE WATER WORKS, INC.

By: 
Its: President



Spring Canyon Water Company

Certified Operator Responsibilities

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

Responsibilities:

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

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

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

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 Sunnyside Mobile Home Park II of Black Hawk, 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, one (1) reservoir, water mains and lines known as the Sunnyside Mobile Home Park II Water System with registered EPA ID No. 2001. The system's water source is ground water and has ninety-five (95) user service connections at the time of the signing of this agreement. Drinking water is treated with chlorine and is not treated with phosphates or fluoride.

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

SECTION III

PURPOSE:

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

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

SECTION IV

DUTIES OF THE OPERATOR:

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

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

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

DUTIES OF THE WATER ASSOCIATION:

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

SECTION V

COMPENSATION:

The Water Association shall pay to the Certified Operator for its services the sum of \$425.00 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 October, 2024.

SUNNYSIDE MOBILE HOME PARK II

By: Donovan W. Moon
Its: President/Owner

SAGE WATER WORKS, INC.

By: [Signature]
Its: President



Sunnyside Mobile Home Park II 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 \$500. Major repairs are not part of this attachment and may be contracted separately on an as-needed basis.

DAKOTA

PUMP

EEWL Sales@DakotaPump.com
DakotaPump.com

ADDRESS

25524 413th Ave. Mitchell. SD
57301

The following outlines the water operation contract between Tomahawk Country Club and Dakota Pump Inc. for the Tomahawk Country Club water system.

Section 1) Parties Involved

1. Trevor Nelson Dakota Pump Inc. 11985 Quaal Rd. Blackhawk, SD 57718
2. Trevor Nelson holds Class 1 certificates in Treatment and Distribution.
3. The system we will be working on for this contract is Tomahawk Country Club. (EPA#0597)

Section 2) Description of the System

The Tomahawk Country Club Water System is outside of Deadwood SD. The source for the system is a well. There is currently a treatment with chlorination.

Section 3) Purpose of the Contract

Tomahawk Country Club is currently in need of a system operator that has a qualified certification. Tomahawk Country Club needs sampling, testing, and reporting services.

Section 4) Duties of the Contract Operator

Dakota Pump Inc. will collect and submit all water system samples that are required for the year. Dakota Pump Inc. will from April 1st, 2025, to September 30th, 2025, take all the samples for BCT. If or when any other required Lead and Copper, THC, VOC, Nitrate, and SOC that are required by the state we will do them as well. We will take samples and deliver them to the lab. Tomahawk Country Club will be required to make payment to the lab for required testing. We will be doing weekly onsite visits of the well/booster house and tank. Upgrades and improvements will be agreed to in separate quotes outside of this contract based on specific needs at that time. Anything outside of taking samples, testing, and weekly onsite visits will be addressed at the rates shown in Section 5 of this document. Dakota Pump Inc will maintain an employee with a valid operator's certificate while this contract is in effect. Dakota Pump Inc will take responsibility for testing the water system **and monitoring chlorine residuals**. Dakota Pump Inc. will not be responsible for anything beyond sampling the water system. Any on-site work or construction can be discussed but is not covered in this contract.

Section 5) Payment Amount

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

to work starting. Monthly bills will be submitted electronically for all services provided and approved. Other items to be billed on a case-by-case basis at rates listed above plus taxes or as agreed upon.

Section 6) Dates

The billing rates of the contract as laid out above will be good from April 1st, 2025, through September 30th, 2025. During this time either party may cancel for any reason with a 30-day notice. At the end of the contract a new contract can be negotiated by both sides, or this may be extended if both parties agree.

Section 7) Signatures

Signatures

Steve Thomas



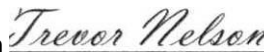
Country Club Water System

21496 US Hwy 385

Deadwood, SD 57732

miksteve@outlook.com

Trevor Nelson



10/11/2024

Dakota Pump Inc

11985 Quaal Rd.

Blackhawk, SD 57718

Trevornelson@dakotapump.com

DAKOTA

PUMP

EEWL Sales@DakotaPump.com
DakotaPump.com

ADDRESS
25524 413th Ave. Mitchell. SD
57301

The following outlines the water operation contract between Tomahawk Country Club and Dakota Pump Inc. for the Tomahawk Country Club water system.

Section 1) Parties Involved

1. Trevor Nelson Dakota Pump Inc. 11985 Quaal Rd. Blackhawk, SD 57718
2. Trevor Nelson holds Class 1 certificates in Treatment and Distribution.
3. The system we will be working on for this contract is Tomahawk Country Club. (EPA#0597)

Section 2) Description of the System

The Tomahawk Country Club Water System is outside of Deadwood SD. The source for the system is a well. There is currently a treatment with chlorination.

Section 3) Purpose of the Contract

Tomahawk Country Club is currently in need of a system operator that has a qualified certification. Tomahawk Country Club needs sampling, testing, and reporting services.

Section 4) Duties of the Contract Operator

Dakota Pump Inc. will collect and submit all water system samples that are required for the year. Dakota Pump Inc. will from April 1st, 2025, to September 30th, 2025, take all the samples for BCT. If or when any other required Lead and Copper, THC, VOC, Nitrate, and SOC that are required by the state we will do them as well. We will take samples and deliver them to the lab. Tomahawk Country Club will be required to make payment to the lab for required testing. We will be doing weekly onsite visits of the well/booster house and tank. Upgrades and improvements will be agreed to in separate quotes outside of this contract based on specific needs at that time. Anything outside of taking samples, testing, and weekly onsite visits will be addressed at the rates shown in Section 5 of this document. Dakota Pump Inc will maintain an employee with a valid operator's certificate while this contract is in effect. Dakota Pump Inc will take responsibility for testing the water system and monitoring chlorine residuals. Dakota Pump Inc. will not be responsible for anything beyond sampling the water system. Any on-site work or construction can be discussed but is not covered in this contract.

Section 5) Payment Amount

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

to work starting. Monthly bills will be submitted electronically for all services provided and approved. Other items to be billed on a case-by-case basis at rates listed above plus taxes or as agreed upon.

Section 6) Dates

The billing rates of the contract as laid out above will be good from April 1st, 2025, through September 30th, 2025. During this time either party may cancel for any reason with a 30-day notice. At the end of the contract a new contract can be negotiated by both sides, or this may be extended if both parties agree.

Section 7) Signatures

Signatures

S Thomas



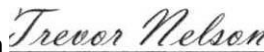
Country Club Water System

21496 US Hwy 385

Deadwood, SD 57732

miksteve@outlook.com

Trevor Nelson



10/11/2024

Dakota Pump Inc

11985 Quaal Rd.

Blackhawk, SD 57718

Trevornelson@dakotapump.com

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 Valley View Water Company of Black Hawk, South Dakota, herein called "Water Association."

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

SECTION II

DESCRIPTION OF THE SYSTEM:

The Water Association is the owner of the water system consisting of one (1) water well, two (2) reservoirs, water mains and lines known as the Valley View Water Company Water System with registered EPA ID No. 0040. The system's water source is ground water and has ninety-eight (98) user service connections at the time of the signing of this agreement. Drinking water is treated with chlorine and is not treated with phosphates or fluoride.

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

SECTION III

PURPOSE:

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

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

SECTION IV

DUTIES OF THE OPERATOR:

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

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

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

DUTIES OF THE WATER ASSOCIATION:

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

SECTION V

COMPENSATION:

The Water Association shall pay to the Certified Operator for its services the sum of \$425.00 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 October, 2024.

VALLEY VIEW WATER COMPANY

By: *Donovan Wilson*
Its: President/Owner

SAGE WATER WORKS, INC.

By: *[Signature]*
Its: President



Valley View Water Company Water Association

Certified Operator Responsibilities

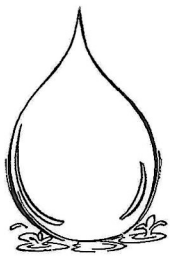
Title:	Water Treatment & Distribution Operator
Contracted by:	Board of Directors
Main Function:	Provides maintenance, technical consultation and system support for drinking water system.
Credentials:	Class II Water Treatment Operator; Class I Water Distribution Operator

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 \$500. Major repairs are not part of this attachment and may be contracted separately on an as-needed basis.



Clearwater Consulting & Water Management, LLC

PO Box 761, Black Hawk, SD 57718

Phone: (605) 786-4366

email: clearwater@rap.midco.net

July 12, 2024

Tyler Grimm
Wild Bill's Campground
21372 US-385, Deadwood, SD 57732

Subject: Contract for Services
Water System Operation and Sampling
Wild Bill's Campground
Deadwood, South Dakota

Dear Mr. Grimm:

Clearwater Consulting and Water Management, LLC, (Clearwater Consulting) is pleased to provide this proposal to provide water system operation and sampling services at Wild Bill's Campground water system located near Deadwood, South Dakota. Review of the available information indicates that the water system is classified as a private water system and currently serves approximately 100 campsites/cabins. A chlorination system is currently 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 Wild Bill's Campground.

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 Wild Bill's Campground 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 **\$200.00 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 Wild Bill's Campground 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.

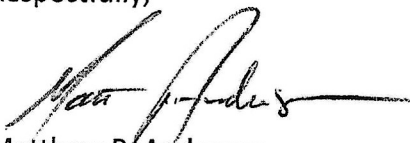
CLOSING STATEMENT

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 Wild Bill's Campground 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	 Date <u>09/02/24</u>
Typed/Printed Name	<u>Tyler Grimm</u>
Company	<u>Wild Bills Campground Resort LLC</u>