

AGENDA FOR OPCERT BOARD MEETING

(as of April 12, 2016)

The agenda for April 19, 2016 2:00 pm Board of Operator Certification Meeting (Pierre-Matthew Center) is as follows:

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

Operator	State & Certificate(s)
Nathan Peterson	AZ-WT

7. Final Hearings-

System	Certificates	Comments
Corsica	WD I/WW I/WWC I	
Willow Lake	WD I	

8. Preliminary Hearings-

System	Certificate(s)	Comments
Oldham	WD I	
Hazel	WD I	Contract submitted
Medicine Mountain	SWT I	

9. Contract Approvals-

System	Certificates	Contractor
Norris Peak Water Users	WD I	Ed Striebel
Hazel	WD I	Sioux RWS
Hay Creek Water	SWT I	Jim Emery

10. Status of Certification Program-New systems for enforcement?
11. Maintenance Jobs at SF/RC-Eligible for exams?
12. Other business
13. Next meeting
14. Adjournment

**Unapproved Minutes
Operator Certification Board Meeting
September 15, 2015
Holiday Inn-Spearfish**

Members Present: Dan Fink, Chris Schmit, Dave VanCleave, Tom Callaway, Bill Sarringar, Tom Lesselyoung

Members Absent:

Others Present: Rob Kittay-Secretary to the Board; George Vansco; and Jim Zeck, SDARWS.

Call to Order by Chairperson Sarringar at 2:00 pm.

Approval of Agenda: Kittay wanted to add a reciprocity case for Marina Fatieva and delete hearings for Summit and Timberland Park. Schmit moved to approve the amended agenda. Callaway seconded. Motion passed.

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

Old Business: There was no Old Business.

Reciprocity: Greg Stack from AZ-Stack possesses an AZ Water Treatment Grade 4 and an AZ Water Distribution Grade 4. These certificates equate to SD Class II certificates when education and experience were compared. Schmit moved to grant Stack SD Class II WT and Class II WD certificates. Callaway seconded. Motion passed.

Jeremy Gulbranson from MN-Gulbranson possesses MN Water Supply Class B and MN Wastewater Treatment Class D certificates. The Water Supply certificate equates to the SD Water Treatment Class III certificate while the Wastewater Treatment certificate equates to the SD Class I WW when education and experience were compared. Fink moved to grant SD Class III WT and Class I WW certificates. Lesselyoung seconded. Motion passed.

Mark Redenbaugh from IA-Redenbaugh possesses IA Water Distribution Grade 2, Water Treatment Grade 2, and Wastewater Treatment Grade 1 certificates. The Grade 2 certificates equate to the SD II certificates while the Grade 1 certificate equates to the SD Class I when education and experience were compared. Van Cleave moved to grant SD Class II WT and WD certificates and a Class I WW certificate. Fink seconded. Motion passed.

Marina Fatieva from MN-Fatieva possesses a MN Water Supply Class C certificate. The MN Class C equates to the SD Water Treatment Class II certificate when education and experience were compared. Schmit moved to grant a SD Class II WT certificate. Callaway seconded. Motion passed.

Final Hearings: Fairburn Water Association-Lacking WD I. No-one was present to represent Fairburn. The Association has been without a certified operator since March 2014. The current

water system manager failed the exam on January 29, 2015 with a score of 68% and has refused to take the exam again. Their supplier (Hermosa Water Users) has a certified WD operator. Kittay had previously suggested to Fairburn that they contract with that operator. Schmit moved to have DENR pursue enforcement on this case. Lesselyoung seconded. Motion passed.

Preliminary Hearings: Corsica WD I/WW I/WWC I-No-one was present to represent the City. Corsica has been without a certified operator since at least July 22, 2014. No exams attempted. Van Cleave moved to hold a final hearing for Corsica at the next Board meeting. Fink seconded. Motion passed.

Wagner WD II/WW I-No-one was present to represent Wagner. Jeremy Gulbranson passed his WWC exam and has reciprocity cases for WT and WW at this board meeting. He will be taking his WD exam in November. Schmit moved to hold a final hearing for Wagner at the next Board meeting. Callaway seconded. Motion passed.

Willow Lake WD I- No-one was present to represent Willow Lake. Shane Ladwig was not able to renew his certificates due to lack of contact hours and wants to get out of the business. Robert Johnson has passed the SWT exam; however, he failed the WD I exam recently. Callaway moved to hold a final hearing for Willow Lake at the next Board meeting. Van Cleave seconded. Motion passed.

Contract Approvals: Wild Turkey Estates-Spearfish and Chris Mellott-The Board reviewed the contract. Mellott is a resident at Wild Turkey. Fink moved to approve the contract. Lesselyoung seconded. Motion passed.

The Lodge at Mt Rushmore and Gary Albers dba Farmers Supply-Albers has other contracts with water systems. Lesselyoung moved to approve the contract. Fink seconded. Motion passed.

Status of Certification: The Board reviewed the latest status information on systems without certified operators. There were questions about Veblen. Fink moved to hold preliminary hearings at the next Board meeting for the following systems-

System	Lacking Certification
Alexandria	WW I
Oldham	WD I
Sacora Station	WD I
Valley Motel	SWT I

Schmit seconded. Motion passed.

Van Cleave moved to hold preliminary hearings at the next Board meeting for the following systems-

System	Lacking Certification
Hazel	WD I
Medicine Mountain	SWT I
Palmer Gulch	WT I/WD I/WW I/WWC I
Trout Haven	SWT I

Four Presidents	SWT I
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Schmit seconded. Motion passed.

Other Business-Callaway brought forth an idea about earning contact hours by getting one-on-one or small group tours of other plants. A form would be completed by both parties to earn the hours. The Board would like more information to be brought to next meeting.

Next Meeting-The next meeting will be a standalone meeting in Pierre most likely just prior to the SDWWA/SD WEA Wastewater Seminar which is preliminarily scheduled for April 20-21, 2016.

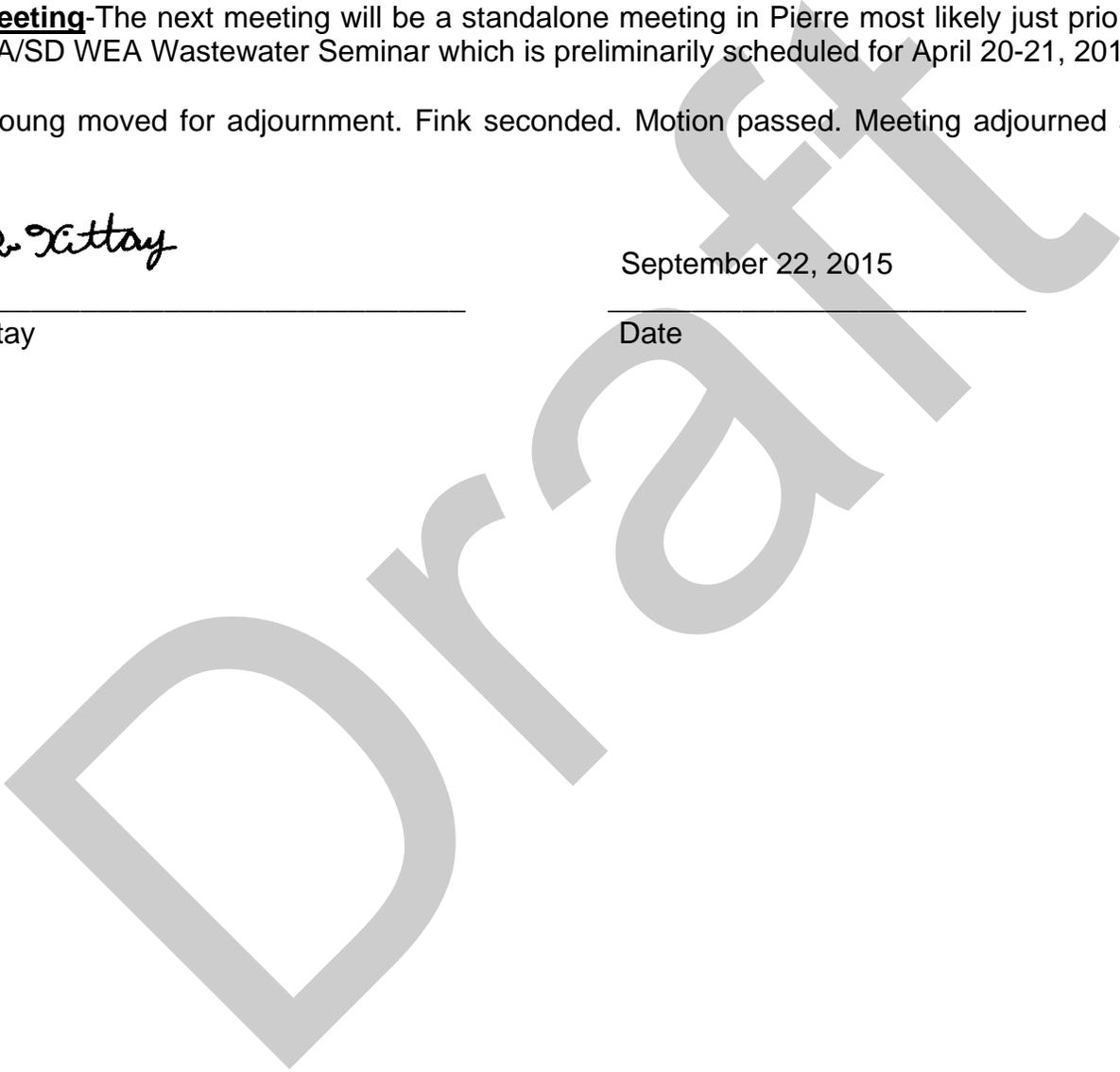
Lesselyoung moved for adjournment. Fink seconded. Motion passed. Meeting adjourned at 3:02 pm.

Rob Kittay

September 22, 2015

Rob Kittay

Date



April 12, 2016

NOAH ADAMS
AZ OPERATOR CERTIFICATION

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

Please answer the following questions concerning your operator certification program so that the South Dakota Board of Operator Certification may make a decision at their next Board meeting (April 19, 2016) as to whether certification should be granted.

Name Nathan Aaron Peterson-OP022676

Address 2942 E Voltaire, Phoenix AZ 85032

License Held AZ Grade 4 Water Treatment-#57341

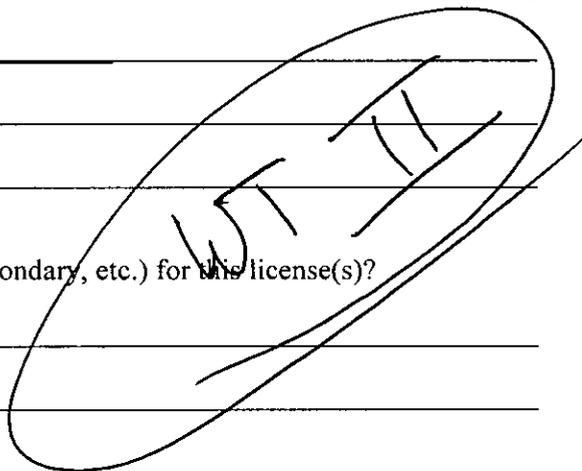
What is the education requirement (HS graduation, years of post-secondary, etc.) for this license(s)?
HS is the minimum requirement.

What is the work experience requirement for this license(s)?
Holding the Lower level certificate for one year is the minimum

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

What type of questions is on the exam? 100 multiple choice

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



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-

Noah Adams Operator Certification Program

Please check which certificates your agency issues-

Water Treatment

Water Distribution

Wastewater Treatment

Wastewater Collection

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

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

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

Sincerely,



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

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

EDUCATION AND TRAINING

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

College/Vo-tech Name	Dates Attended	Major	Date Graduated

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

Waterhelp.org correspondence course - 16 contact hours - completed May 2015 online
 Water Treatment Grade 4 refresher course - City of Phoenix sponsored - 40 contact hours - completed February 2015

WATER/WASTEWATER OPERATION EXPERIENCE

Present Position Title Senior Water Treatment Plant Operator Date Employed November 2004

Supervisor Name and Title Rafael Frias - Operations and Maintenance Supervisor - City of Phoenix

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

I act as a lead over lower-level employees, including coordinating work, training, and monitoring and reporting; and providing advanced treatment process direction. I perform an advanced level of compliance testing. I operate various types of equipment such as pumps, gates, valves, analyzers, centrifuges and blowers used in water treatment facilities. I compute chemical dosages and adjust chemical feed equipment for proper operation and application. I obtain samples and perform routine laboratory analyses to determine chemical feed and facility performance. I ensure operations are conducted to comply with all environmental, health, and safety standards established by federal, state, county, and city laws, ordinances and regulations. It is also my responsibility to maintain legible, accurate records of shift operations and update the treatment process computer database.

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

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

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

Signature  Date 10-26-15

Oper#	3289
Cert Date	4-19-16
Reciprocity Approved	Yes <input type="checkbox"/> No <input type="checkbox"/>
Cash	Check PD-1519
DENR Use Only	

Arizona Department of Environmental Quality
Operator Certification Program
1110 West Washington Street
Phoenix, Arizona 85007

NATHAN A PETERSON
2942 E VOLTAIRE AVE
PHOENIX, AZ 85032

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

NATHAN A PETERSON, OP022676

has complied with the requirements for operator certification in the State of Arizona pursuant to Arizona Revised Statutes, Title 49, Chapter 2, Articles 9 and 10, and Arizona Administrative Code, Title 18, Chapter 5, Article 1. Therefore, the Arizona Department of Environmental issues this Certificate of Registration as a

Certificate Number	Grade and Classification	Expiration Date
57341	Grade 4 Water Treatment Plant Operator	12/31/2015
59877	Grade 3 Wastewater Treatment Plant Operator	12/31/2015

Willie P. Reed

Operator Certification Coordinator

Contact the Operator Certification Program with all updates and questions regarding Operator Certification in Arizona 602-771-4638.

For a list of Operator Certification Workshops.
<http://www.azdeq.gov/environ/water/dw/other.html>

Register for the ADEQ Drinking Water/Wastewater Operator Certification list serve
<http://www.azdeq.gov/subscribe.html>

R18-5-111. Repealed**Historical Note**

Adopted as Section R9-20-511 and renumbered as Section R18-4-111 effective October 23, 1987 (Supp. 87-4). R18-5-111 recodified from R18-4-111 (Supp. 95-2). Section repealed by final rulemaking at 7 A.A.R. 1171, effective February 16, 2001 (Supp. 01-1).

R18-5-112. Experience and Education

- A. The Department shall consider the following criteria to determine whether an applicant has the experience and education required for certification in a specific class and grade:
1. Years of experience at a lower grade;
 2. Qualifying experience in the same or a related field; and
 3. Education in a qualifying discipline.
- B. An applicant shall provide written evidence of education in a qualifying discipline. The applicant shall provide transcripts if the Department determines that the transcripts are necessary to verify completion of the education requirements.
- C. An applicant shall provide written evidence of qualifying experience in the applicable facility class.
- D. An applicant shall meet the following requirements for admission to a certification examination:
1. For Grade 1, high school graduation or the equivalent.
 2. For Grade 2, at least:
 - a. High school graduation or the equivalent and one year of qualifying experience as a Grade 1 operator or the equivalent of a Grade 1 operator in another jurisdiction;
 - b. Two years of postsecondary education in a qualifying discipline and one year of qualifying experience, including six months as a Grade 1 operator or the equivalent of a Grade 1 operator in another jurisdiction; or
 - c. A bachelor's degree in a qualifying discipline and six months of qualifying experience.
 3. For Grade 3, at least:
 - a. High school graduation or the equivalent and two years of qualifying experience, including one year as a Grade 2 operator or the equivalent of a Grade 2 operator in another jurisdiction;
 - b. Two years of postsecondary education in a qualifying discipline, and 18 months of qualifying experience as a Grade 2 operator or the equivalent of a Grade 2 operator in another jurisdiction; or
 - c. A bachelor's degree in a qualifying discipline and one year of qualifying experience.
 4. For Grade 4, at least:
 - a. High school graduation or the equivalent and three years of qualifying experience, including one year as a Grade 3 operator or the equivalent of a Grade 3 operator in another jurisdiction;
 - b. Two years of postsecondary education in a qualifying discipline and 30 months of qualifying experience, including one year as a Grade 3 operator or the equivalent of a Grade 3 operator in another jurisdiction; or
 - c. A bachelor's degree in a qualifying discipline, and two years of qualifying experience.

Historical Note

Former Section R9-20-517 repealed, new Section R9-20-517 adopted effective November 1, 1979 (Supp. 79-6). Amended effective March 19, 1980 (Supp. 80-2). Former Section R9-20-517 amended, renumbered as Section R9-

20-512, then renumbered as Section R18-4-112 effective October 23, 1987 (Supp. 87-4). R18-5-112 recodified from R18-4-112 (Supp. 95-2). Amended by final rulemaking at 7 A.A.R. 1171, effective February 16, 2001 (Supp. 01-1). Amended by final rulemaking at 7 A.A.R. 5079, effective October 16, 2001 (Supp. 01-4).

R18-5-113. Classes of Facilities

- A. The Department shall classify a facility in one of four classes:
1. Water treatment plant,
 2. Water distribution system,
 3. Wastewater treatment plant, or
 4. Wastewater collection system.
- B. The Department shall classify a facility as one of four grades, Grades 1–4. The grade corresponds with the level of system complexity, with Grade 1 being the most simple and Grade 4 being the most complex.
- C. For a multi-facility system, the Department shall grade each facility according to complexity and the total population or population equivalent served.

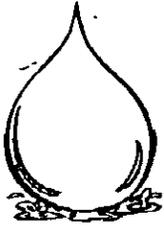
Historical Note

Adopted as Section R9-20-513 and renumbered as Section R18-4-113 effective October 23, 1987 (Supp. 87-4). Amended subsections (A) and (C) effective November 30, 1988 (Supp. 88-4). R18-5-113 recodified from R18-4-113 (Supp. 95-2). Section repealed; new Section adopted by final rulemaking at 7 A.A.R. 1171, effective February 16, 2001 (Supp. 01-1).

R18-5-114. Grades of Wastewater Treatment Plants and Collection Systems

The Department shall grade a wastewater treatment plant or collection system according to population equivalent served, degree of hazard to public health, class of facility, and degree of treatment, as follows:

1. Grade 1 includes:
 - a. A stabilization pond that serves 2,000 or fewer persons;
 - b. A wastewater treatment plant not designated as Grade 2, 3, or 4; or
 - c. A collection system that serves 2,500 or fewer persons.
2. Grade 2 includes:
 - a. A stabilization pond that is designed to serve more than 2,000 persons;
 - b. An aerated lagoon;
 - c. A facility that employs biological treatment based upon the activated sludge principle or trickling filters and is designed to serve 5,000 or fewer persons, except as provided in subsection (3)(c); or
 - d. A collection system that serves between 2,501 to 10,000 persons.
3. Grade 3 includes:
 - a. A facility that employs biological treatment based upon the activated sludge principle and is designed to serve 5,001 to 20,000 persons;
 - b. A facility that employs trickling filtration and is designed to serve 5,001 to 25,000 persons;
 - c. A variation of biological treatment based on the activated sludge principle that requires specialized knowledge, including contact stabilization, and is designed to serve 20,000 or fewer persons; or
 - d. A collection system that serves 10,001 to 25,000 persons.
4. Grade 4 includes:



Clearwater Consulting & Water Management, LLC

7005 Timberline Rd., Black Hawk, SD 57718
Phone: (605) 787-5653 • Cell: (605) 484-7934
email: estriebe@rap.midco.net

August 10, 2015

Mr. David Hyink
Norris Peak Water Users Association
22765 Hat Mountain Dr.
Rapid City, South Dakota 55702

Subject: Contract for Services
Water System Operator
Norris Peak Water Users Association
Near Rapid City, South Dakota

Dear Mr. Hyink:

Clearwater Consulting and Water Management, LLC, (Clearwater Consulting) is pleased to provide this proposal to provide contract water system operator services at the Norris Peak Water Users Association located near Rapid City, South Dakota. Review of the available information indicates that the water system currently serves approximately 15 residences. Water is being supplied from two wells that provide 11.5 gallons per minute combined. Water Storage consists of one reservoir with a storage capacity of approximately 21,000 gallons. No chlorination is currently performed but it is our understanding that you wish to have to have an automated chlorination system installed in the near future.

TASK SUMMARY

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

1. Electrical costs, treatment chemicals, laboratory testing and state and local taxes are not included in our estimate.
2. Services and fees for 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 Norris Peak Water Users Association.

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

System Operation Services

- visit the site one time weekly, or as needed to inspect 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 the Norris Peak Water Users Association,
- interface with South Dakota DENR personnel during inspections and as needed throughout the year on issues pertaining to water testing and system operation,
- maintain appropriate state certifications as necessary to comply with state and federal regulations,
- maintain direct responsible charge of the water system treatment and distribution system operations and maintenance.

Based on the information provided, we anticipate costs of \$375.00 per month to provide the services referenced above.

Items not included in the above cost estimate include emergency call outs, chlorination equipment installation, water meter installation and repair, meter reading, water line repair and other non-routine time and optional services. Non-routine time and optional services will be provided only upon request of Norris Peak Water Users Association and will be charged at a rate of \$50.00 per hour. Please note that a minimum of three hours, from the time of notification, will be required to respond to an emergency call out or other requested non-routine service.

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

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

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

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

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

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

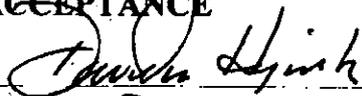
Respectfully,



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

PROPOSAL ACCEPTANCE

Signature



Date 8-20-2015

Typed/Printed Name

David M. Hyink

Company

Norris Peak Water Users Association Inc.

WATER FACILITIES ADMINISTRATION AGREEMENT

This Agreement is made and entered into this 15th day of December, 2015, by and between Sioux Rural Water System, Inc., 45703 176th St., Watertown, SD, 57201 ("Sioux") and the Town of Hazel, PO Box 77, Hazel, SD, 57242 ("Owner").

BACKGROUND

- A. Sioux owns and operates a rural water distribution system in several counties in northeastern South Dakota, including Hamlin County. Sioux's pipeline is connected to the water distribution system of Owner.
- B. Owner owns and operates a water distribution system ("System"). Owner has agreed and is purchasing water from Sioux and is distributing water through Owner's System.
- C. Owner desires to have Sioux manage the day-to-day operation of Owner's System, including operations, maintenance, repairs and billing.

AGREEMENT

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

1. Duties of Sioux. Effective on the first day of the month following execution of this Agreement, Sioux shall manage and administer Owner's System. It is specifically understood and agreed that Sioux shall manage the System only, and that it shall have no responsibility of any kind relating to Owner's functions. Sioux, as manager and administrator of Owner's System, shall be responsible for the following:

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

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

2. Agreement for Water Service. Owner will, concurrent with this Agreement, continue as a Bulk User for a minimum contracted amount of \$170.00 per month and all water at \$2.60 per thousand gallons of water metered to Hazel. The existing Agreement for Water Service monthly service charge will be paid for from the fund established in paragraph # 6.

3. Definition of Terms. The term "Minor Repairs," as used in this Agreement, means repairs to the System, the cost of which (material and labor) is \$1,500 or less. The term "Major Repairs and Capital Improvements," as used in this Agreement, means repairs or capital improvements to the System, the actual or estimated (by Sioux) cost of which exceeds \$1,500.

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

5. Customer Billings. Users will read their meters on a monthly basis and submit monthly payments to Sioux based on billing supplies provided by Sioux. Sioux shall read meters for verification purposes as often as it deems appropriate. Water rates for Owner's users shall be as set by the Owner. All payments (including amounts collected by Sioux through the use of a collection agency or litigation) shall be made directly to Sioux. Any payments erroneously received by Owner shall be immediately forwarded to Sioux.

6. Payment for Water Facilities Administration. Sioux shall bill Owner for services pursuant to this Agreement at Sioux's Cost of Performance. "Cost of Performance" means all labor, material, tools, equipment, out-of-pocket expenditures and overhead made or incurred by Sioux in connection with all of its duties pursuant to this Agreement, except billing. "Cost of Performance" also includes \$1.00 per month per service connection, which amount is intended to reimburse Sioux for the cost of labor, materials, equipment and overhead at Sioux's Operations and Maintenance Center related to billing.

No later than the 30th of each month Sioux shall offset from the amount collected, as provided in paragraph 5 above, the amount due to Sioux pursuant to the Water Purchase Agreement, Water Facilities Administration Agreement, and

the balance, if any, shall be remitted to Owner's Fund as identified in this paragraph 6. If there is a balance due from Owner, it shall be paid within 30 days of the billing date. Owner specifically acknowledges that Sioux need only make reasonable efforts to collect from users and that in accordance with Sioux's collection policies, nonpayment from users may result in disconnection of their service.

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

7. Disbursement of Amounts Received.

- a) Water System. Any amounts received or collected by Sioux from users of the System shall be disbursed by Sioux as follows:
 - I. First, to Sioux for any amounts due Sioux from Owner pursuant to the terms of this Agreement or the Water Purchase Agreement.
 - II. Second, any balance remaining shall be retained and paid to Owner.
- b) Miscellaneous. The payments provided for herein shall be made no later than the last day of the month. Sioux assumes no liability for the indebtedness owed by Owner.

8. Indemnification. Owner hereby agrees to indemnify and hold Sioux harmless from and against any and all claims, causes, actions and cause of action of any kind or nature whatsoever (including costs and reasonable attorney fees) arising out of or relating to Sioux's duties and obligations pursuant to this Agreement. Without limiting the generality of the foregoing, Owner specifically agrees that it will indemnify and hold Sioux harmless from and against any claims relating to or arising out of the following:

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

- (d) In the event of an emergency failure of pressure or supply due to main supply line breaks, power failures, flood, fire or use of water to fight fire, earthquakes or other catastrophes, then the System shall be excused from the amount and quality of water to be provided pursuant to this contract for such a reasonable period of time as may be necessary to restore service.

Nothing in this paragraph 8 shall require Owner to be responsible for or defend against claims, causes, actions or causes of action arising solely from errors or omissions of Sioux, its officers, employees or agents.

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

In consideration of the foregoing and the other terms and conditions of this Agreement, Owner hereby waives any and all claims Owner may have, now or in the future, against Sioux arising out of or related to personal injury or property damage relating to fire or fire suppression, specifically including in this waiver any claims relating to misfeasance, malfeasance or nonfeasance in the administration of the System that directly or indirectly affects the ability to control fire within the area served by the System.

10. Insurance. Owner agrees to add Sioux as an additional named insured on Owner's general liability and worker's compensation insurance policies and to obtain such other insurance as may be required by Sioux. Owner shall obtain from its insurer or insurers an agreement not to cancel any policy of insurance which includes Sioux as an additional named insured without first giving Sioux thirty days notice of intent to cancel.

11. Termination. Either party may terminate this Agreement at any time upon sixty days written notice to the other. Termination of this Agreement shall not constitute termination of the Agreement for Water Service above described.

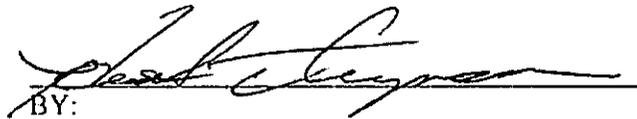
12. Miscellaneous. This Agreement may only be amended by a written document, executed with the same formalities as this Agreement. Owner agrees to adopt whatever ordinances are necessary and appropriate to authorize and

implement the terms of this Agreement. This Agreement shall not be effective unless or until it is properly authorized by Owner and approved by Sioux.

Dated this 15th day of December, 2015.

SIOUX RURAL WATER SYSTEM, INC.

(SEAL)

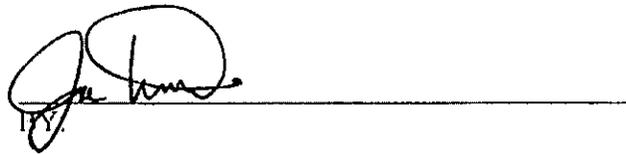

BY: _____

Gerald Manago
TITLE: _____

Dated this 15th day of December, 2015.

TOWN OF HAZEL
A MUNICIPAL CORPORATION

(SEAL)


BY: _____

Gerald P.S.
TITLE: _____

AGREEMENT FOR OPERATION OF SYSTEM

2143

This Agreement is made and entered into on the 20 day of February, 2014, between Hay Creek Water Company, LLC, a South Dakota Limited Liability Company, of PO Box 85, 311 Custer Street Lot 114, Belle Fourche, SD 57717 ("Buyer"), and James Emery of 19157 Sandstone Road, Belle Fourche, SD 57717 ("Seller").

WHEREAS, pursuant to an Agreement for the Purchase and Financing of Water System and Right of First Refusal (hereinafter "The Purchase Agreement", Hay Creek Water Company, LLC a Limited Liability Company wholly owned by Keith Anderson, purchased a Water System from Sandstone Water Company, LLC, a Limited Liability Company wholly owned by James Emery.

WHEREAS, certain license(s) are required for the operation of the Water System transferred to Hay Creek Water Company, LLC. Furthermore, Keith Anderson must complete testing requirement in order to obtain the necessary license to operate the Water System.

WHEREAS, James Emery does have the license required for the operation of the Water System.

THEREFORE, in Consideration of the terms and conditions set forth in The Purchase Agreement in addition to those set forth herein, the parties agree as follows:

1. Until Keith Anderson obtains the necessary license, or until Keith Anderson terminates this Contract, or April 1, 2019, which ever event occurs sooner, James Emery shall continue to operate the Water System defined in The Purchase Agreement, in all manners for which a license is required.
2. James Emery shall be reimbursed by Hay Creek Water Company, LLC for all parts and materials necessary in the ordinary day-to-day operation of the Water System.
3. James Emery shall be compensated for all parts, materials, labor, and

↓
has WDI
cert

equipment necessary in making repairs to the Water System.

4. James Emery shall not be compensated for his labor in the normal day-to-day operation of the Water System, beyond that compensation that James Emery is receiving as set forth in The Purchase Agreement.

Accepted and agreed to this 1 day of April, 2014.

Keith Anderson, Member Manager of Hay Creek Water Company, LLC

James Emery
James Emery

Kittay, Rob

From: Anderson, Greg <ganderson@SIOUXFALLS.org>
Sent: Monday, November 30, 2015 2:15 PM
To: Kittay, Rob
Cc: HARRISBURG Water; Mid-Dakota WTP (Bill S.) (bill.sarringar@mdrws.com); RC WW Plant (D Van Cleave); Redfield City of(Lesselyoung) (tlesselyoung@redfield-sd.com); Schmit, Christopher; Spearfish (tom.callaway@cityofspearfish.com)
Subject: RE: maintenance mechanic job description

Dear operator certification board

Please keep in mind the City of Sioux Falls has grouped this Maintenance Mechanic position to fit with numerous divisions within the City. HR found it easier to reduce the number of job descriptions and pay scales if job descriptions could be grouped.

The mechanics in the water plant are performing duties dealing with a typical water system. It wouldn't be any different that the maintenance staff at any other water plant within the state. The descriptors my not be industry standard or specific but it is solely dedicated to the water industry.

For all practical purposes we could have called them water operators except they are performing maintenance duties for the water plant and system. This team is expected to know all drinking water regulations, follow AWWA standards when performing maintenance, know the use and purpose of each chemical and a number of them were actually water operators before transferring to maintenance. They need to not only understand the workings of a plant they also perform the maintenance at the four remote water reservoirs/Pump stations/ PRV stations/ flow control valves and elevated towers.

All of us in the water division are water professionals. Please overlook the title of a job description given by someone in an HR department who is looking for the easy way out.

Greg Anderson, Water Superintendent
City of Sioux Falls, Public Works, Water Division
2100 North Minnesota Avenue
Sioux Falls, South Dakota 57104
605-373-6940
605-360-6436

From: Kittay, Rob [mailto:Rob.Kittay@state.sd.us]
Sent: Monday, November 30, 2015 1:42 PM
To: Anderson, Greg <ganderson@SIOUXFALLS.org>
Cc: HARRISBURG Water <dan.fink@harrisburgsd.gov>; Mid-Dakota WTP (Bill S.) (bill.sarringar@mdrws.com) <bill.sarringar@mdrws.com>; RC WW Plant (D Van Cleave) <dave.vancleave@rcgov.org>; Redfield City of(Lesselyoung) (tlesselyoung@redfield-sd.com) <tlesselyoung@redfield-sd.com>; Schmit, Christopher <Christopher.Schmit@SDSTATE.EDU>; Spearfish (tom.callaway@cityofspearfish.com) <tom.callaway@cityofspearfish.com>
Subject: RE: maintenance mechanic job description

Greg—I forwarded the job description to the OpCert Brd for their input. They are not totally convinced at this point that a person in this position is eligible to take an exam. They want to discuss the subject at their next board mtg which is April 19, 2016 in Pierre.

Rob Kittay

From: Anderson, Greg [<mailto:ganderson@SIOUXFALLS.org>]
Sent: Tuesday, November 24, 2015 3:01 PM
To: Kittay, Rob
Subject: maintenance mechanic job description

Hi Rob,

I copied the text from the job description for our water plant maintenance mechanics. Will this meet with your certification requirements? My goal is to have all team member in the water division certified. If we have something lacking please let me know.

thanks

Perform semiskilled and skilled work in the inspection, maintenance, and repair of specialized plant machinery, equipment, and facilities of the Water Purification facility or Water Reclamation facility and related municipal water and wastewater collection system facilities.

Task

No. Description

1. Disassemble, repair, overhaul, and reassemble operating parts of engines, pumps, motors, and other equipment.
2. Perform daily inspections and periodic maintenance on water tank equipment, wells, reservoirs, and pumping station equipment and instrumentation.
3. Perform a variety of electrical, plumbing, carpentry, HVAC, boiler, and concrete work in connection with the maintenance and repair of water and wastewater system buildings, equipment and machinery, oil and grease machinery, and related equipment, and install water, air, chemical, and electrical lines.
4. Perform some building, grounds, and vehicle maintenance.
5. Monitor and maintain various plant machinery such as motors, boilers, pumps, valves, generators, HVAC systems, and air compressors.
6. Maintain, repair, and make improvements to pumps, valves, tanks, reservoirs, and various specialized equipment such as filters, lime slakers, chlorinators, ammoniators, digesters, clarifiers, and automatic rakes.
7. Operate and perform routine maintenance and minor repairs on various light and heavy equipment such as trucks, cranes, forklifts, front-end loaders, and blades.
8. Perform acetylene and electrical welding and cutting; assemble, adapt, build, and install specialized metal parts and devices.
9. Perform general mechanical and electrical repair work, repair and replace pipes and fittings, and maintain tools.
10. Perform snow and ice control and removal procedures, including plowing, sanding, spreading deicing chemicals, loading trucks, hauling snow, shoveling sidewalks, or assisting mechanics in the maintenance of snow removal equipment.
11. Perform other such duties and functions as are necessary or incidental to the proper performance of this position.

Minimum Qualifications

Graduation from high school or GED certification supplemented by two (2) years' related specialized education or vocational and equipment training and one (1) year's experience in the maintenance field; or any such combination of education, experience, and training as may be acceptable to the hiring authority.
Ability to work varied schedules to accommodate a 24-hour-per-day, 7-day-per-week operation.

Must possess or be able to obtain within 30 days of hire a valid Class B commercial driver's license with air brake endorsement. For the position in Water Reclamation only, a tanker endorsement is required. For the position in Water Purification only, a HAZWOPER certificate (24-hour class) is required within one year of hire. Must be willing to work weekends, evenings, holidays, and overtime as required.

Knowledge, Skills, and Abilities

Knowledge of the standard practices, methods, tools, and materials of the mechanical trades.

Skill in the use of bench and hand tools, machines, and equipment of mechanical trades.

Knowledge of metal working, welding, machinist, and related mechanical trade operation.

Knowledge and ability in the operation of some types of light and heavy equipment.

Knowledge of electrical equipment and instrumentation.

Knowledge of the occupational hazards connected with hazardous materials and general maintenance operations and the ability to take proper safety precautions.

Ability to work from sketches and blueprints and to understand and carry out effectively oral and written instructions.

Ability to work in confined spaces.

Skill in the construction, assembly, installation, and repair of machinery and equipment.

City of Sioux Falls, Public Works, Water Division

2100 North Minnesota Avenue

Sioux Falls, South Dakota 57104

605-373-6940

605-360-6436

SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

APPLICATION FOR OPERATOR
CERTIFICATION EXAM

RECEIVED

JAN 21 2016

Drinking Water Program

INSTRUCTIONS TO APPLICANTS:

Application must be received by the Secretary at least TWO WEEKS BEFORE THE EXAM DATE. One exam per application. This application is for exams only-NOT classes. Fax application to 605-773-5286 or email application or mail application to:

Rob Kittay-Board of Operator Certification
523 East Capitol-Foss Building
Pierre, SD 57501-3181
Email: rob.kittay@state.sd.us

Each application must be accompanied by a check or money order for \$10.00 made out to "DENR". Fees will not be returned to an applicant who fails an exam. If you fax/email application, please submit fee prior to exam date through the mail. Operator Certification Web Site-<http://denr.sd.gov/des/dw/opcertqa.aspx>

GENERAL INFORMATION (Print legibly and fill out completely):

1. Name Hartford Dean R.
Last First Middle
2. Home Mailing Address, City, St, Zip 14880 DAKOTA VIEW DR.
Piedmont S.D. 57769
- Check here if this is a new address.
3. Water System Name(s)/EPA ID # and/or Wastewater System Name(s) Rapid City Water Reclamation
4. Phone 605-394-4174 Fax _____
5. Email Address dean.hartford@rcgov.org
6. Exam Date 02/25/16 Thursday Location Spearfish

Exam Category (Check only one)		Exam Level (Check only one)	
Water Treatment	<input type="checkbox"/>	I	<input checked="" type="checkbox"/>
Water Distribution	<input type="checkbox"/>	II	<input type="checkbox"/>
Wastewater Treatment	<input checked="" type="checkbox"/>	III	<input type="checkbox"/>
Wastewater Collection	<input type="checkbox"/>	IV	<input type="checkbox"/>
Small Water Treatment	<input type="checkbox"/>		
Small WW System/ Stabilization Pond	<input type="checkbox"/>		

Applicants will receive a confirmation upon receipt of this application by the Secretary. There are education /experience requirements to take exams.

Oper# <u>11778</u>	Exam #	Score
Cert Date		
Cash	Check <u>PD-7755</u>	
DENR Use Only		

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
Western Dakota VO-TECH		Industrial Electronics (Associates Degree)	91'

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

WATER/WASTEWATER OPERATION EXPERIENCE

Present Position Title Industrial Electronics Tech Date Employed March 2006

Supervisor Name and Title Clyde Jones - Plant Supervisor

Describe in detail your daily duties as related to the exam for which you are applying (Be Specific!)
 Daily maintenance of electrical pumps, valves, dewatering controls, process controls, scada maintenance and repairs.

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

Dates	Employer Name/Location	Specific Job Duties Related to Exam Applied For
1991'	Baumgartner Electric/Rapid City	Electrical Construction of Mount Rushmore WWTP, Keystone WWTP, Spearfish WWTP
		Rapid City WWTP

I hereby certify that this application contains no willful misrepresentations or falsifications, and that the information given is true and complete. I certify that I will not disclose the content, whether specifically or in general, of exam taken. I certify that no exam materials will be taken from the exam room and that all exam materials will be returned at the conclusion of the exam.

Signature  Date 1-18-16

Supervisor Signature  Date 01/18/16