AGENDA FOR OPCERT BOARD MEETING

(as of April 16, 2014)

The agenda for April 29, 2014 2:00 pm Board of Operator Certification Meeting (Pierre-Matthew Center) is as follows:

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

Operator	State & Certificate(s)
Harley Jacobs	ND WW II

7. Final Hearings-

System	Certificates	
McIntosh	SWT I/WD I	CWS

8. Preliminary Hearings-

System	Certificate(s)	Comments
Fruitdale	WD I	CWS

9. Contract Approvals-

System	Certificates	Contractor
Blunt	WD I	Mid-Dakota RWS
Canyon Springs Preserve	SWT I/WD I	Ed Striebel

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

DEPARTMENT OF ENVIRONMENT and NATURAL RESOURCES

JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3182
denr.sd.gov

March 4, 2014

CRAIG BARTHOLOMAY
ND OPERATOR CERTIFICATION

The following water/wastewater operator has applied to South Dakota to receive an operator certification by 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 this operator so that the South Dakota Board of Operator Certification may make a decision at their next Board meeting (April 29, 2014) as to whether this certificate should be granted.

Name Harley David Jacobs

Address PO Box 591, Sturgis SD 57785-0591

(Formerly from Alexander ND)

License Held ND Wastewater Treatment II

Class II WW

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

High school

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

Three yrs

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

What type of questions is on the exam? MC/Math

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

DEPARTMENT OF ENVIRONMENT and NATURAL RESOURCES

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denr.sd.gov

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?

Yes

Comments

Name and title of person completing this form-

Craig Bartholomay

Please check which certificates your agency issues-

___ Water Treatment ___ Water Distribution

_X_ Wastewater Treatment ___ Wastewater Collection

Feel free to write your answers on this sheet and please include a copy of your regulations concerning certification of operators. **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

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

Read Me First!

SD EForm - 1374LD V1

SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

RECEIVED
MAR 03 2014
Drinking Water Program

APPLICATION FOR OPERATOR CERTIFICATION THRU RECIPROCITY

INSTRUCTIONS TO APPLICANTS:

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

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

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

GENERAL INFORMATION (Print legibly and fill out completely):

1. Name Jacobs (Last) Harley (First) David (Middle)

2. Home Mailing Address P.O. Box 591 Sturgis S.D. 57785

3. Phone (701) 527-3798 Fax _____

4. Email Address harleydjacobs33@gmail.com

South Dakota Certificate Desired (Check only one)	Certificate Level (Check only one)
☐ Water Treatment	☐ I
☐ Water Distribution	☒ II
☒ Wastewater Treatment	☐ III
☐ Wastewater Collection	☐ IV
☐ Small Water Treatment	
☐ Small WW System/ Stabilization Pond	

5. Certificate Now Held W.W. Treatment II ? W.W. Collection I From Which State N.D.

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

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

EDUCATION AND TRAINING

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

College/Vo-tech Name	Dates Attended	Major	Date Graduated
Bismarck State College	2003 - 2006	Biology	05-2006

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 W.W. Operator Date Employed 12-20-13

Supervisor Name and Title Mike Plaggmeyer

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

Keeping records of daily flows & levels. Completing tasks in accordance with state & federal regulations. Maintaining & cleaning sewer lines by means of cameras, jetters, and other equiptment. Fixing & observing & overseeing sewer projects in Alexander, to include working with City engineers & contractors hired to improve lagoons & w.water system

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
10-2009 thru 6-2013	City of Alexander Alexander N.D.	Was Citys Water & Wastewater Operator

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

Signature [signature] Date 1-27-'14

Print Form | Save As | Clear Form

Oper# 3101	
Cert Date 4-29-14	
Reciprocity Approved	Yes ☑ No ☐
Cash	Check PO-8705
DENR Use Only	

05/2010

Clearwater Consulting & Water Management, LLC

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

RECEIVED
MAR 14 2014
Drinking Water Program

March 20, 2013

Mr. Pat Havener, President
Canyon Springs Preserve Homeowners Assn.
2127 Diamond Oak Place
Rapid City, South Dakota 57702

Subject: Contract for Services
Water System Operation and Oversight
Canyon Springs Preserve
Near Rapid City, South Dakota

Dear Mr. Havener:

Clearwater Consulting and Water Management, LLC, (Clearwater Consulting) is pleased to provide this proposal to provide contract water system operator services at the Canyon Springs Preserve Water System located west of Rapid City, South Dakota. Review of the available information indicates that the water system currently serves approximately 13 residences but at full build out will serve approximately 80 to 85 year round residences. Water is being supplied from one well completed in the Madison Formation at a depth of approximately 560 feet. One 250,000 gallon reservoir is located at the site. A chlorination system is currently in operation at the existing well house to maintain an approximate 0.3 to 1.0 part per million free chlorine residual. It is our understanding that First Interstate Bank is currently assisting the residents of Canyon Springs Preserve with the formation of a resident managed Homeowners Association (HOA). It is also our understanding that, when formed, the Canyon Springs Preserve HOA will assume responsibility for the operation and maintenance of the water system.

TASK SUMMARY

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

1. Electrical costs, treatment chemicals and laboratory testing are not included in our estimate.
2. Services and fees for wastewater management are not included in our estimate
3. Water meter installation costs are not included in our fee estimate. We have assumed that a Sensus water meter with a remote radio read unit will be installed at each service tap and each well location.

4. Water meters and 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 and road maintenance, if required, will be performed by Canyon Springs Homeowners Association,

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

System Operation Services

- visit the site approximately four times per month, or as needed to inspect and/or adjust well pumps, 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,
- 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.

Meter Reading and Administrative Services

- provide the equipment necessary to perform monthly electronic meter reading,
- visit the site on a monthly basis or as needed to perform timely meter reading, (approximate 30 day billing cycle beginning and ending on or near the 1st or 15th of each month),
- provide the equipment and computer software necessary to download and interpret the monthly meter readings,
- generate monthly invoices for water system members,
- distribute monthly invoices to water system members,
- manage payments made by water system members, (prepare and make monthly deposits at a local bank of your choosing),
- provide monthly reports of water usage and sales, by customer, to you or your designated representative.

COST SUMMARY

The following cost summary presents our estimate of operating expenses for the first year of operation of the Canyon Springs Preserve Water System. Please note that state and local sales taxes are not included in the estimate. Although not included in the above Task Summary we have also included estimated costs for analytical services and treatment chemicals for your convenience and reference.

System Operation Services (Monthly)	$300.00/Month	$3600.00/Year
Meter Reading and Administrative Services (15 to 60 homes)	$450.00/Month	$5400.00/Year

In addition to the costs listed above, a one time fee of $1000.00 will be required to set up the billing program for the water system.

Analytical Services	$4500.00/Year	$4500.00/Year

Please note that costs are highest during the first year of operation. Costs should be reduced by 50% after year one and even further by year three. These costs will be invoiced directly to the Canyon Springs Preserve Water System by the analytical laboratory of your choosing.

Treatment Chemical Costs	$150.00/Month	$1800.00/Year

These costs will be invoiced directly to the Canyon Springs Preserve Water System by the chemical provider of your choosing.

Other costs not included in the above estimate include electrical costs, repairs and maintenance, miscellaneous parts and supplies, utility locate fees, and other non-routine time and optional services. Non-routine time and optional services will be provided only upon request of Canyon Springs Preserve and will be charged at a rate of $50.00 per hour.

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. Operator Certificates (Water Distribution, Water Treatment and Wastewater Collection) are attached. Certificates of insurance, copies of business licenses, references and other credentials 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 Canyon Springs Preserve 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

cc: Brook Stromer, CETEC Engineering
Mark Benson, First Interstate Bank

PROPOSAL ACCEPTANCE

Signature _____ Date _____

Typed/Printed Name _____

Company _____

WATER FACILITIES
ADMINISTRATION AGREEMENT

This Agreement is made and entered into this 16th day of July, 2013 by and between Mid-Dakota Rural Water System, Inc., P.O. Box 318, Miller, SD, 57362-0318 ("Mid-Dakota") and City of Blunt, a South Dakota Municipal Corporation, PO Box 127, Blunt, SD 57522 ("City").

RECITALS

A. Mid-Dakota owns and operates a rural water distribution system in several counties in central South Dakota, including Hughes County. Mid-Dakota's pipeline is connected to the water distribution system of City.

B. City owns and operates a water distribution system ("the System") within its city limits (which System includes a well and pump). City has agreed and is purchasing water from Mid-Dakota and is distributing water through City's System.

C. City desires to have Mid-Dakota manage the day-to-day operation of City's System, including operations, maintenance, repairs and billing.

D. Blunt also owns and operates a municipal sewer system ("The Sewer System"). Blunt intends to continue to operate the Sewer System, but may opt to contract the management of the Sewer System to Mid-Dakota by way of a separate agreement, in the interim Mid-Dakota will be responsible for billing for the use of the Sewer System.

AGREEMENT

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

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

(a). the day to day operation and maintenance of the System, including inspections and response to requests for service;

(b). making Minor Repairs to the System;

(c). contracting for and supervising Major Repairs and Capital Improvements to the System;

(d). billings and collections, upon the terms and conditions set forth below; and

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

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

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

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

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

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

City shall also pay Mid-Dakota a fee to assist with the cost of Mid-Dakota's liability insurance in amount equal to 6% of the total monthly Cost of Performance, not to exceed $50 per month (the "Insurance Fee"). The Insurance Fee shall be paid as set out below in subsections 8(a); provided, however, that if there are not sufficient revenues over the course of the year to cover the cost of the Insurance Fee, the City shall pay any shortfall to Mid-Dakota within 30 days of receipt of a billing from Mid-Dakota.

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

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

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

8. Disbursement of Amounts Received.

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

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

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

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

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

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

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

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

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

(a). Mid-Dakota's billing and collection practices;

(b). Inspections and repairs of the Water or Sewer System; or

(c). Personal injury or property damage relating to fire or fire suppression.

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

Dated this 15th day of JULY, 2013.

MID-DAKOTA RURAL WATER SYSTEM, INC.

BY: _____

ITS: General Manager

ATTEST:

_____

~~Kurt Pfeifle~~ Scott Gross

Manager (corporate seal)

Dated this 15th day of JULY, 2013.

CITY OF BLUNT

BY: _____

ITS: MAYOR

ATTEST:

_____

Clerk/Finance Officer (Seal)