

**BAR CIRCLE 'S' WATER CO INC**  
**PO BOX 1870**  
**HAYDEN ID 83835**  
**208 665 9200**  
**208 665 9300 FAX**

RECEIVED  
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2004 DEC -6 AM 8:52

IDAHO PUBLIC  
UTILITIES COMMISSION

October 18 2004

TO: Idaho Public Utilities Commission  
Commission Secretary

FROM: Bar Circle 'S' Water Co Inc

*BC S-W-04-01*

SUBJECT: Area Extension

PURPOSE: Extension of water lines

We need to expand our certificated service territory to agree with the enclosed map and legal description involved.

It is requested that the Bar Circle 'S' Water Co Inc, a water utility in Kootenai County, Idaho, more particularly described as a portion of the North ½ of section 26, S 1/2 Section 23, N 1/2 of the NW ¼ of Section 25 Township 52 North, Range 4 West, Boise Meridian, Kootenai County Idaho, be granted an extension of its service area to include a portion of the S1/2 of the NE 1/4 of Section 22, Township 52, North Range 4 West, Boise Meridian Kootenai County Idaho (65 acres) to service approximately 13/5 acres lots with domestic water from 1/1 to 12/31. See enclosed area map.

The installation cost by the utility company known as Bar circle 's' Water Co Inc will be approximately \$ *73,860.00* as per engineer estimate.

The Bar Circle 'S' Water Co Inc will not be responsible for any damage to property (trees, etc) associated with this water line installation.

The rate that was established for the Bar Circle 'S' Water Co Inc will be applied to this subdivision.

Please review and grant permission at your earliest convenience as the construction is due to start as soon as possible.

Respectfully

  
Bob Turnipseed

Bar Circle 'S' Water Co Inc

**BAR CIRCLE 'S' WATER CO  
PO BOX 1870  
HAYDEN ID 83835  
208 665 9200  
208 665 9300 FAX**

October 18, 2004

Raymond Vaudreuil  
Hope Realty  
1410 Lincoln Way  
Coeur d'Alene ID 83814

Dear Ray

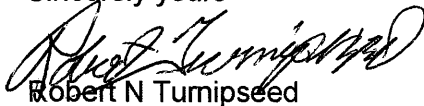
As per your request for the Bar Circle 'S' Water Co to supply water to your proposed subdivision. West side of Ramsey Road, [13] 5 acre lots.

We are able and willing to supply this subdivision with water under the following conditions:

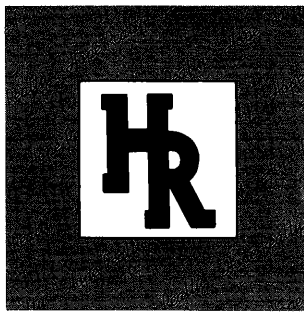
1. Water line plans by a license engineer to be submitted to this company
  - A. Bar Circle 'S' Water will order all materials and place out to bid the installation of the main lines and laterals. Bar Circle 'S' Water Co will do all site inspections. Main lines will be 8" C-900 class pipe.
2. Bar Circle 'S' Water Co will have the exclusive right to service this subdivision, domestic and irrigation water.
3. Owner will secure Department of Environmental Quality, Lakes Fire District and the Kootenai County approvals prior to construction.
4. Bar Circle 'S' Water Co will apply to the Idaho Public Utilities Commission for approval of a water line extension. IPUC lead time from date of receipt is approximately three (3) months.
5. Developer agrees to pay all costs incurred of a line extension i.e.: pipe, parts, and installation to Bar Circle 'S' Water Co prior to construction.

If you need any additional information please call me at 208 665 9200.

Sincerely yours



Robert N Turnipseed  
President  
Bar Circle 'S' Water Co



April 20, 2004

Robert Turnipseed

Re: Water line extension

Dear Robert,

I would like to request a water line extension from your Bar Circle "S" water system to my property on the west side of Ramsey Road.

My proposed subdivision will have 13 parcels (all approximately 5 acres).

Please let me know what additional information you will require.

Sincerely,

Raymond R. Vaudreuil

**HOPE REALTY**

1410 Lincoln Way ■ Coeur d'Alene, Idaho 83814 ■ (208) 765-3641  
Residential ■ Commercial ■ Investment ■ Acreage ■ Lake Property ■ Business ■ Farm & Ranch  
FAX (208) 667-0842

**WATER MAIN EXTENSION AGREEMENT  
BAR CIRCLE 'S' WATER CO INC**

THIS AGREEMENT is entered into on the date set forth below, by and between BAR CIRCLE 'S' WATER INC, an Idaho Corporation, located at P.O. Box 1870, Hayden, Idaho 83835 (herein referred to as "BAR 'S' WATER") and RAY VAUDREUIL, Developer located at 1410 Lincoln Way, Coeur d'Alene ID (herein referred to as "VAUDREUIL").

**RECITALS:**

A. BAR 'S' WATER owns two wells and currently provides domestic water services to BAR CIRCLE 'S' RANCH INC and is a public utility governed by the Idaho Public Utility Commission (Commission).

B. VAUDREUIL is the owner of and is developing approximately 65 acres of land neighboring BAR CIRCLE 'S' RANCH INC, and intends to plat 13 lots, more particularly described in Exhibit "A" (herein referred to as "COUNTRY ESTATES") all of which lots require domestic water service.

C. It is the purpose and intent of the parties that BAR 'S' WATER will provide domestic water delivery and maintenance under the terms of this Agreement and the Commission's Customer Relation Rules and Bar 'S' Water filed Tariffs.

D. This Agreement is subject to the Commission's Customer Relation Rules and Bar 'S' Water filed Tariffs which rules shall apply to the expanded service territory.

NOW, THEREFORE, based on the agreements and covenants provided herein, it is agreed as follows:

**1. DEFINITIONS**

All definitions provided herein shall apply to this Agreement and the General Rules and Regulations Governing this Water Main Extension Agreement adopted hereunder.

1.1 "Adjusted Construction Cost", for the purposes of this Rule, shall be reasonable and shall not exceed the costs recorded in conformity with generally accepted water Utility accounting and sound engineering practices, and as specifically defined in the Uniform System of Accounts for Water Utilities prescribed by the Commission, of installing facilities of adequate capacity for the service requested. If the Utility, at its option, should install facilities with a larger capacity or resulting in a greater footage of extension than required for the service requested, the "adjusted construction cost", for the purposes of this

Rule, shall be determined by the application of an adjustment factor to actual construction cost of facilities installed. This factor shall be the ratio of estimated cost of required facilities to estimated cost of actual facilities installed.

1.2. "Agreement" and "Main Line Extension Contract" shall mean this Agreement between BAR 'S' WATER, VAUDREUIL and his assigns, the future Customers in COUNTRY ESTATES.

1.3. "Commission" shall mean the Idaho Public Utilities Commission.

1.4. "Customer" or "all Customers" shall mean VAUDREUIL, for so long as Vaudreuil owns any lots in COUNTRY ESTATES, and the assigns of VAUDREUIL; all of which shall be water users in COUNTRY ESTATES.

1.5. "Main Line Extension Contract" shall mean this Agreement between BAR CIRCLE 'S' WATER INC and VAUDREUIL and his assigns, the future Customers in COUNTRY ESTATES.

1.6. "Utility" shall mean BAR CIRCLE 'S' WATER INC also referred to as BAR 'S' WATER.

1.7. "Water System" or "Facilities" shall mean the main line(s) connections, easements and all necessary appurtenances supporting the water system constructed under this Agreement all of which is more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof.

## **2. DOMESTIC WATER DELIVERY**

2.1. BAR 'S' WATER shall deliver domestic water to Customers of COUNTRY ESTATES for residential use under the terms and conditions set forth herein subject to the Commission's Customer Relation Rules and Bar 'S' Water filed Tariffs.

2.2. VAUDREUIL, for so long as Vaudreuil owns any lots in COUNTRY ESTATES, and all Customers shall abide by this Agreement, the Commission's Customer Relation Rules and Bar 'S' Water filed Tariffs.

2.3. BAR 'S' WATER shall provide water to each lot in COUNTRY ESTATES at a tap-on location stubbed to the property line. The property owner shall be responsible for construction, maintenance and repair of the water service line and required cross-connection devices from the tap-on location to the point of ultimate use.

2.4. Water meters shall be installed by BAR 'S' WATER. No meter shall be moved without the prior written consent of BAR 'S' WATER.

2.5. Service lines and other associated facilities from the tap-on location to point of water usage shall be constructed at the sole expense and risk of the Customer. Construction criteria for service lines, back flow preventer(s), shut-off valve(s), reducing valve(s), and other necessary equipment shall be provided by owner pursuant to all federal, state and local standards.

2.6 BAR 'S' WATER shall remedy defects in the system main lines, pumps and meters. Each Customer is responsible for repairs and maintenance of all service lines, cross-connection devices, valves, and equipment from the tap-on location to the point of ultimate usage.

2.7. Each Customer grants an irrevocable license on, over, under and across their property to BAR 'S' WATER for the purpose of maintaining, expanding, repairing the Water System.

2.8 BAR 'S' WATER reserves the right to sell or transfer (at its option) the Water System to a home owners association, legally organized water district, public corporation, non-profit corporation, private individual or corporation. BAR 'S' WATER reserves the unqualified right to extend future water service using the Water System constructed for COUNTRY ESTATES.

2.9 No failure to enforce, delay or omission in the exercise of any right or remedy by BAR 'S' WATER of any violation or default by Customer(s) shall impair such a right or remedy, or be construed as a waiver.

2.10 In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, unconscionable or unenforceable in any respect, such invalidity, illegality, unconscionability, or unenforceability shall not effect any other provision hereof and this Agreement and the Rules and Regulations shall be construed as if such invalid, illegal, unconscionable or unenforceable provision had never been contained herein, and all other terms and provisions hereof will nevertheless, remain effective and be enforced to the fullest extent permitted by law.

2.11 In addition to the remedies set forth above, BAR 'S' WATER reserves the right to enforce any restrictions contained herein by any other appropriate action as allowed under the Commission's Customer Relation Rules and Bar 'S' Water filed Tariffs.

2.12 BAR 'S' WATER shall provide water for fire flow at the locations and in the amounts required by the Fire District.

2.13 BAR 'S' WATER shall abide by all rules and regulations, including the testing requirements of the State of Idaho Department of Environmental Quality.

3. CONNECTIONS AND EASEMENT.

3.1. VAUDREUIL agrees and confirms that BAR 'S' WATER is the owner of the Water System.

3.2. Prior to execution of this Agreement, BAR 'S' WATER shall deliver to VAUDREUIL a copy of the plans and specifications which will be used to construct the WATER SYSTEM. VAUDREUIL shall deliver to BAR 'S' WATER written documentation, recorded in the official records of the Recorder's Office, Kootenai County, Idaho, in form satisfactory to BAR 'S' WATER, granting to VAUDREUIL and BAR 'S' WATER a good and valid easement to that property identified and described in Exhibit "B". The purpose and terms of the easement should provide substantially as follows:

(Grant of) an easement to enter upon, over, across, through, and under the property and real estate more particularly described as set forth in Exhibit "A" to construct, reconstruct, operate, inspect, maintain, remove, replace and repair the pipeline, vaults, valving, meters and appurtenances of the Water System.

This easement shall be, at a minimum, five (5) feet each side of the pipe line location and is for the purpose of conveying water through the pipeline and includes the right of ingress and egress of persons, materials, vehicles and equipment. The timing, manner and use of the easement rights herein granted shall be at the sole discretion of BAR 'S' WATER.

3.3. BAR 'S' WATER is the sole OWNER and controller of the Water System which shall be, repaired, maintained, operated, replaced or reconstructed only under the direction and control of BAR 'S' WATER. Such ownership and control by BAR 'S' WATER shall survive any termination of this Agreement.

4. RESPONSIBILITY OF THE PARTIES.

4.1. Except in the case of an emergency, no one, except an authorized BAR 'S' WATER representative, is allowed to turn-on or turn-off the water to COUNTRY ESTATES at the designated service connection.

4.2 BAR 'S' WATER agrees to build water main extension and related Water System improvements to provide service to COUNTRY ESTATES, and repair, maintain and reconstruct the Water System improvements in accordance with standards set by local, state and federal agencies with legal jurisdiction over water delivery by BAR 'S' WATER.

4.3 VAUDREUIL agrees to pay BAR 'S' WATER COMPANY for the costs of construction of the water main extension and related Water System improvements servicing COUNTRY ESTATES. Such costs are estimated to be \$ ~~73,860.00~~ 73,860.00

4.4 VAUDREUIL hereby contributes the water main extension and related Water System improvements servicing COUNTRY ESTATES built by BAR 'S' WATER COMPANY to BAR 'S' WATER COMPANY.

5. NOTICE

Unless either party provides notice to the other in writing of change of address as specified in this paragraph, any notice required by this Agreement shall be deemed sufficient if delivered personally or mailed, postage prepaid, to BAR 'S' WATER or to VAUDREUIL as follows:

Bar Circle 'S' Water Company  
P.O. Box 1870  
Hayden, ID 83835-0081

Ray Vaudreuil  
P.O. Box 2073  
COLLEGE DALE, TN, 37315

6. PRIOR UNDERSTANDINGS AND AGREEMENTS NULL AND VOID.

6.1 This Agreement sets forth the entire Agreement between the parties. All prior Agreements including the WATER MAIN EXTENSION AGREEMENT BAR CIRCLE 'S' WATER CO INC between the parties dated the 2<sup>nd</sup> day of June, 2004 are hereby revoked.

6.2. This Agreement may not be amended or modified except in writing signed by the parties.

7. CAPTIONS.

The paragraph heading are for convenience of reference only and shall not control or affect the meaning of any provision of this Agreement.

8. AUTHORITY TO EXECUTE AGREEMENT

WATER MAIN EXTENSION AGREEMENT - BAR CIRCLE 'S' WATER INC



All signatories to this Agreement warrant and represent that they have the power and authority to execute this Agreement and bind the entity they indicate they are representing.

9. AGREEMENT RUNS WITH THE LAND

This Agreement shall run with the land and shall be binding on and inure to the benefit of the future Customers of each lot in COUNTRY ESTATES. The easements and rights granted herein exist in perpetuity and shall inure to the benefit of and be binding upon the heirs, assigns and successors in interest of BAR 'S' WATER and VAUDREUIL.

10. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

11. INTERPRETATION

The parties agree in all cases that the language of this Agreement will be construed simply, according to its fair meaning, and not strictly for or against either party.

12. ATTORNEY'S FEES

In the event of any controversy, claim, or dispute relating to this Agreement or its breach, the prevailing party shall be entitled to recover reasonable expenses, attorney's fees and costs.

13. INDEPENDENT REVIEW

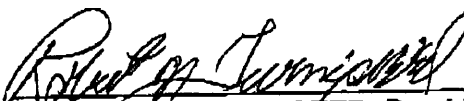

VAUDREUIL has been advised to seek review of this Agreement by independent legal counsel, and by his signature below, he represents that he fully understands and accepts the terms set forth herein.


IN WITNESS WHEREOF, the parties pursuant to authority of the respective entities have executed this Agreement on the dates set forth in the respective acknowledgments below.

DATED this \_\_\_\_\_ day of October 2004.

BAR CIRCLE 'S' WATER COMPANY

VAUDREUIL

  
ROBERT N. TURNIPSEED, President  


  
RAY VAUDREUIL  
\_\_\_\_\_

STATE OF IDAHO )

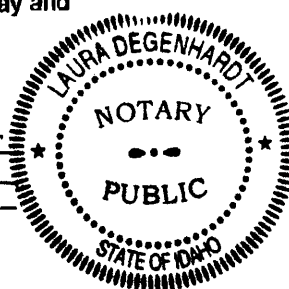
) ss.

County of Kootenai )

On this 29 day of ~~October~~ November 2004, before me, a Notary Public, personally appeared ROBERT N. TURNIPSEED, known or identified to me, to be the ~~President~~ of BAR CIRCLE 'S' WATER, that executed the said instrument, and acknowledged to me that such BAR CIRCLE 'S' WATER, executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

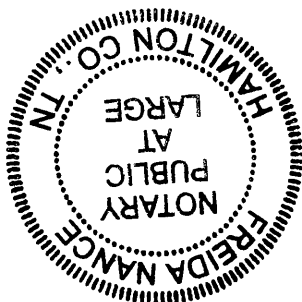
  
Notary for the State of Idaho  
My Commission Expires: 10-4-2005

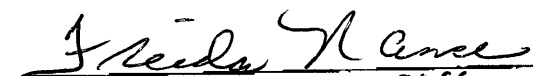


~~STATE OF IDAHO~~ TENNESSEE )  
~~County of Kootenai~~ HAMILTON ) ss.

~~Tennessee~~ On this \_\_\_\_\_ day of October 2004, before me, the undersigned, a Notary Public for the State of ~~Idaho~~, personally appeared RAY VAUDREUIL, known or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

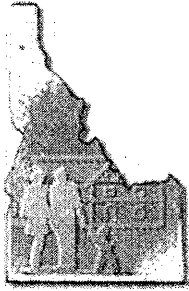
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



  
Notary for the State of ~~Idaho~~ Tennessee  
My Commission Expires: 07-21-07

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WATER MAIN EXTENSION AGREEMENT - BAR CIRCLE 'S' WATER INC



# PANHANDLE HEALTH DISTRICT

*Healthy People in Healthy Communities*

Public Health  
May 10, 2004

## ENVIRONMENTAL HEALTH

2195 IRONWOOD CT.

COEUR D'ALENE, IDAHO 83814

(208) 667-9513

<http://www2.state.id.us/phd1>

Ray Vaudreuil  
1410 Lincoln Way  
Coeur d' Alene, ID 83814

### **Re: Country Estates**

To All Concerned:

The residential subdivision known as Country Estates, consisting of 13 lots, on 67 acres, located in Township 52N, Range 04W, Section 22, in Kootenai County, in the State of Idaho has been reviewed by the Panhandle Health District (PHD).

Final approval will be given when the following conditions have been met:

-PHD receives a letter from the Department of Environmental Quality (DEQ) stating water services meet the State of Idaho Standards.

-PHD receives a letter from the water purveyor, (Bar Circle S Water System), stating they will supply water to the subdivision.

-Idaho Code §50-1334 requirements: The water source must be stated on the plat as part of the owner's certification signature block.

-Idaho Code §50-1326 to §50-1329 requirements: Two signature blocks must be included on the plat for Panhandle Health District one to approve the plat and one to lift the sanitary restrictions.

-Individual septic permits will be issued to qualifying lots in accordance with the State of Idaho Department of Health and Welfare Technical Guidance Manual for Individual Subsurface Sewage Disposal.

-Blue-line copies of the final plat including signature page(s) must be supplied to the PHD

The sanitary restrictions will be lifted at the time of final plat sign off. Plat approval does not ensure these lots are buildable. If you have any questions or require additional information, please call Panhandle Health District at 667-9513.

Sincerely,

Erik Ketner,  
Environmental Health Specialist

Cc: K.A. Durtschi and Associates, P.O. Box 700, Hayden Lake, ID 83835  
Department of Environmental Quality  
Kootenai County Planning Department  
Bar Circle S Water System, P.O. Box 1870, Hayden Lake, ID 83835

Bonnars Ferry (208) 267-5558, Kellogg (208) 786-7474, Sandpoint (208) 265-6384, St. Maries (208) 245-4556

**BAR CIRCLE 'S' WATER CO  
PO BOX 1870  
HAYDEN ID 83835  
208 665 9200  
208 665 9300 FAX**

May 21 2004

Panhandle Health District  
Environmental Health  
2195 Ironwood Court  
Coeur d'Alene ID 83814

**RE: COUNTRY ESTATES**

**TO:** Erick Ketner and all concerned,

Bar Circle 'S' Water Co is the owner of the water system on the East Side of Ramsey Road with 2 wells. (1) One 16" well and (1) one 6" backup well with two water reservoirs, (1) 180,000 gallon reservoir and (1) 55,000 gallon reservoir. There is also (1) pumphouse with pressure tanks and motors to insure line pressure.

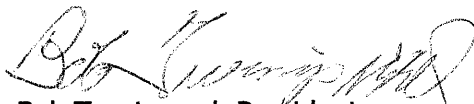
All properties are on a metered basis and the Idaho Public Utilities Commission controls the cost of water.

Upon the signing of a line extension contract and the approval of this contract in its entirety by the Idaho Public Utilities Commission for a line extension. We will supply water to 13-5 acres homesites.

The Bar Circle 'S' Water Co will buy the materials, install the water system and bill the developer/owner for all costs. According to the construction drawing supplied by the developer's engineer.

For further information please contact me at the Bar Circle 'S' Water Co.

Respectfully



Bob Turnipseed, President

cc: Gary Gaffney, IDEQ



STATE OF IDAHO  
DEPARTMENT OF  
ENVIRONMENTAL QUALITY

2110 Ironwood Parkway • Coeur d'Alene, Idaho 83814-2648 • (208) 769-1422

Dirk Kempthorne, Governor  
Toni Hardesty, Director

August 17, 2004

Ray Vaudreuil  
1410 Lincoln Way  
Coeur d'Alene, ID 83814

RE: **Country Estates Subdivision, Construction Approval**  
Served by Bar Circle S Water Company

Dear Mr. Vaudreuil:

Plans and specifications for the Country Estates subdivision have been reviewed. The plans were stamped by Bart D. North, P.E., and submitted on June 24, 2004. The plans show construction of 2,100 feet of 8-inch water main and service connections for the 13 lots of the subdivision. The line will be owned, operated, and maintained by the Bar Circle S Water Company. The plans and specifications are hereby approved for construction purposes in accordance with the Idaho Rules for Public Drinking Water Systems and Section 39-118 of Idaho Code.

The plans do not specify the use of NSF 61 compliant components. All components of the water system, including meters and service brass (corporation stops, meter setters, etc.) must be certified as meeting NSF 61 requirements. The engineer must ensure that this requirement is met, and the as-built plans must include a statement indicating that the requirement was met.

Inspection of construction activities approved herein must be performed by, or under the direct supervision of a Professional Engineer licensed in Idaho. If major modifications to this accepted design are necessary, the design engineer must secure DEQ approval of the changes prior to implementation. Section 39-118 of Idaho Code requires that as-built plans, as certified by the inspecting engineer, be submitted to DEQ for review and approval within thirty (30) days of completion of construction. If construction is not completed within one year of the date of this letter, this construction approval expires.

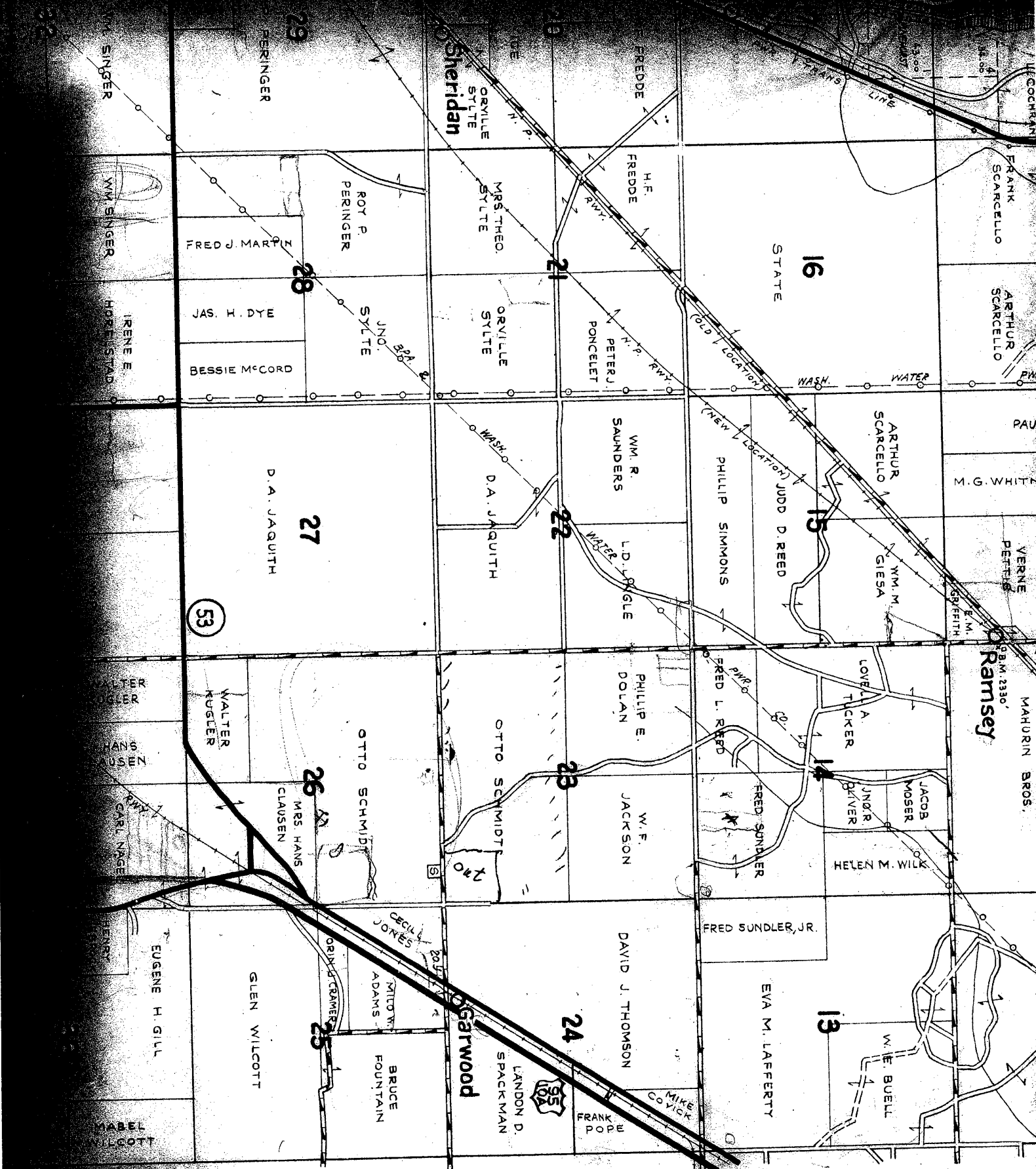
Sincerely,

A handwritten signature in black ink, appearing to read "Daniel G. Remmick", is written over a horizontal line.

Daniel G. Remmick, E.I.T.  
Associate Engineer

c: Bart North, PE  
Bob Turnipseed, Bar Circle S Water Co.  
Erik Ketner, Panhandle Health District  
File: Bar Circle S (8151\_F-24)

t Portion of the S 1/2 NE 1/4 of Section 22, T.52N., R.4W., B.M. Kootenai County, Idaho Described as follows:  
 Commencing at the East one quarter corner of said Section 22, Thence; N88°39'52"W, along the South line of said S 1/2  
 1/4, a distance of 645.61' to a 5/8" Iron Pin with YPC #4342 at the SW corner of the S 1/2 SE 1/4 SE 1/4 NE 1/4  
 the true Point of Beginning for this description: Thence Continuing N88°39'52"W a distance of 1936.84' to a 5/8" Iron  
 with 2" Al. Cap at the Center of said Section 22. Thence: N00°07'55"E along the West line of said S 1/2 NE 1/4



- 26** **OWNERS**
- DALTON GARDENS**
- 289. FRED FOX**
- 290. EARL TERLEVY**
- 291. IRA MARTIN**
- 292. J.E. WALKER**
- 293. J.C. HOWELL**
- 294. J.W. WINTHROP**
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**LARGE MAPS  
INCLUDED WITH  
THE APPLICATION**

**SEE CASE FILE**