

Boundary Engineering, Inc.

Planning Design Surveying Materials Testing

P.O. Drawer "O" • 101 W. Broadway • Moses Lake, Washington 98837

Telephone: (509) 765-0297 • FAX: (509) 765-1355

June 21, 1995
Project No. 94-2089

RECEIVED
JUN 27 AM 9:34
OFFICE OF THE CLERK
SUPERIOR COURT
CLATSOP COUNTY
ASTORIA, OREGON

Lisa Anderl, Judge
UT Subdivision
Office of Adm Hearing
P.O. Box 42489
Olympia, WA 98504-2489

RE: Marine View Heights Homeowners Association, Complainant vs Marine View Heights Corporation, Respondent

Docket UW 940325

Dear Judge Anderl:

Per the instructions at the Hearing held June 8, 1995 we are responding prior to the June 30, deadline. I am restating what I heard as testimony given in regard to each order 1 through 9.

- Order 1. *Water Quality Test Reports.* Mr. Craig Riley, of the Department of Health, testified that Order Number 1 was complied with.
- Order 2. *Plans for the Chlorinator.* Mr. Riley also testified that Order Number 2 has been complied with.
- Order 3. *Conspicuous Sign.* Ms. Diana Otto of UTC confirmed that the sign had been placed.
- Order 4. *Response to Customers.* Ms. Otto also confirmed that this was being accomplished to UTC's satisfaction.
- Order 5. *Certified Operator.* It was confirmed by Ms. Otto that Jerry Lease was employed as a certified operator.
- Order 6. *Transfer of Ownership from James J. Sahli to Fred Barker Jr.* Mr. Fred Ottavelli of UTC confirmed that this had been accomplished.
- Order 7. *Customer Billings.* Ms. Otto of UTC confirmed billings had been submitted as requested.

Orders 8
& 9. Not subject to testimony.

The respondent wishes to note that the final Comprehensive Water Plan will be submitted to the Department of Health prior to September 1, 1995.

Page 2


It was noted during testimony that Mr. Jerry Lease will be leaving the employment of the water company. Mr. Barker, Owner/Operator is making arrangements for a replacement.

An Earnest Money Agreement has been prepared at the request of the Homeowners' Association to purchase the water system from Mr. Barker. (copy attached). The Homeowners' Association is attempting to establish a county water district to operate the water system. A water district cannot be formed until a public vote is taken in the November elections. It is anticipated that the water district could not close the purchase until the first quarter of 1996. In the interim period, the Homeowners' Association has requested that they be able to take over the operation of the water system. Mr. Barker has agreed, but at the writing of this letter, several details remain to be worked out for a Manager/Operator agreement.

The Assistant Attorney General's request to place the system in receivership is unreasonable in that the items of the Order have been complied with, and further, that the Homeowners' Association is interested in buying the system. We are, therefore, requesting that the UTC dismiss or place this order in abeyance during the period in which the Homeowners' Association is negotiating the purchase of the system.

Thank you for your consideration.

Sincerely,



W. Ron Baker, P.E.
President

wrb/am

Enclosures: Earnest Money Receipt with Attachments
copy of Order (Docket No. UW-940325
copy of letter received from Harmes & Associates dated 6/21/95

cc: Marine View Heights Homeowners Association, 8453 Highland Drive SE,
Othello, Washington 99344
Washington Utilities and Transportation Commission, 1400 S. Evergreen Park
Drive S.W., Olympia, WA 98504-0128
Mr. Fred Barker, c/o Louise Westphalen, 6897 SR 262, Othello, WA 99344

EARNEST MONEY RECEIPT AND AGREEMENT FOR PURCHASE OF REAL ESTATE

Moses Lake, Washington (City)

6/21/95 (Date)

1. Buyer, Jim Gregg, President Marine View Heights Homeowners Association, ("Buyer") hereby offers to purchase the real property hereinafter described upon the terms and conditions herein set forth. Buyer shall have the right to assign Buyer's rights hereunder. Such assignment shall not relieve Buyer of Buyer's obligations herein unless the "Seller" accepting this offer expressly so agrees.

2. [Redacted text]

3. Property. County Grant, County of Grant, State of Washington, and is commonly known as See Attached

The property is legally described as follows:

3.2 If the legal description of the Property is omitted, is not complete or is inaccurate at the time of signing, this Agreement shall not be invalidated; the broker is authorized to insert or attach the correct legal description, and the legal description shall be completed or corrected to meet the requirements of the title insurance company named in Paragraph 8(a).

3.3 The Property includes not only those items which the law of the State of Washington provides is part of the "Property" but also includes, at no additional cost to Buyer, the following items, if any, presently located on the Property: lighting fixtures, power panels, buss ducting, space heaters, air conditioning equipment, air lines and conduits, and Steel water reservoir (300,000 gallon) well, well pump, pump house, water mains, easements and franchise agreements for the water system operation

4. Deposit. 4.1 Buyer hereby delivers to Broker Earnest Money in the form of a check for \$ 500.00, cash for \$, note for \$, to apply toward the herein set forth Purchase Price.

*4.2 Broker is authorized to cash the Earnest Money in Broker's trust account or in trust account of the closing agent if the offer or any other offer made by Buyer is accepted by the Seller of the Property. Broker shall cause the Earnest Money to be applied toward the Purchase Price of the Property.

*4.3 Broker is authorized to hold this check in an uncashed form if this offer or any other offer made by Buyer is accepted by Seller of the Property. Broker shall place the Earnest Money in Broker's trust account, or in trust account of the closing agent and Broker shall cause the Earnest Money to be applied toward the Purchase Price of the Property.

5. Purchase Price. 5.1 The Purchase Price to be paid by Buyer to Seller for the Property shall be One Hundred eighty Thousand (\$ 180,000), payable as follows:

- (a) Cash down payment, including Earnest Money (or if an all-cash transaction, the Purchase Price): \$ 60,000.
*(b) Amount of "New Loan" as defined in Paragraph 6.1, if any: \$
*(c) Buyer shall take title subject to a first deed of trust or first mortgage ("Existing Encumbrance") securing a promissory note ("Existing Note") with an approximate unpaid balance as of the close of escrow of: \$ 120,000.
Said Existing Note is payable at \$ per month, including interest at the rate of % per annum, until paid (or the entire unpaid balance is due on).
*(d) Buyer shall give seller a deed of trust or mortgage ("Purchase Money Deed of Trust" or "Purchase Money Mortgage") on the Property, to secure the promissory note ("Purchase Money Note") of Buyer to Seller for said "Purchase Money Note" shall be payable at the rate of \$ or more at Buyer's option per month, including interest at the rate of percent (%) per annum. First payment to commence on with payments on the same day each and every month thereafter. \$
*(e) Buyer and Seller executing a real estate contract, on Real Estate Contract Form A-1964 or such other form as mutually agreed upon, for the balance of the Purchase Price of \$. Said Real Estate Contract shall be payable at the rate of \$ or more at Buyer's option per month, including interest at the rate of percent (%) per annum. First payment to commence on with payments on the same day each and every month thereafter. \$

5.2 Upon closing, Buyer shall deposit with Closing Agent the sum of \$ 60,000, including the Earnest Money, to apply toward the Purchase Price. The balance of the cash portion of the Purchase Price, including Buyer's closing charges and other cash charges, if any, shall be deposited with Closing Agent by certified check or cashier's check on the closing date.

5.3 In the event that a Beneficiary Statement as to an Existing Note discloses that the unpaid principal balance at the Closing is more or less than the amount set forth in Paragraph 5.1(c) hereof, then the Purchase Money Note or Real Estate Contract, if any, shall be adjusted accordingly, and if there is no Purchase Money Note or Real Estate Contract, the adjustment shall be made in cash at the Closing.

6. Financing Contingency. * 6.1 This offer is contingent upon Buyer obtaining from an insurance company, savings and loan association or other financial institution or from any correspondent or agent thereof, a commitment to lend to Buyer a sum not less than \$ 100,000 ("New Loan"), at an interest rate not to exceed 8% per annum payable in equal monthly installments, including interest, over a period of not less than 20 years, with a loan fee of not to exceed 2% of the amount of the New Loan. The New Loan shall be secured by a first deed of trust or mortgage on the Property and shall be on such other terms and conditions which are usually required by such lender.

6.2 Buyer hereby agrees to diligently attempt to obtain the New Loan. If Buyer shall fail to notify Broker and Seller, in writing, that said financing commitment has not been obtained within 270 days of the date Seller has accepted Buyer's offer, then it shall be conclusively presumed that Buyer has either obtained said commitment or has waived this financing contingency.

6.3 If Buyer shall notify Broker and Seller, in writing, within the time specified in Paragraph 6.2 hereof that Buyer has not obtained said commitment, then this Agreement shall be terminated and Buyer shall be entitled to the prompt return of Buyer's Earnest Money and any funds deposited by Buyer with the hereinafter described Closing Agent, less only cancellation fees and costs, if any, and title company charges which Buyer

6.4 If the amount of the New Loan actually obtained by Buyer is greater than the amount set forth in Paragraph 6.1 hereof and if Seller is receiving a Purchase Money Note or Real Estate Contract from Buyer in this transaction, then the excess of the actual face amount of the New Loan over the amount specified in Paragraph 6.1 hereof shall reduce the face amount of the Purchase Money Note or Real Estate Contract and the monthly payments of principal and interest shall be reduced pro rata.

7. Closing.

7.1 The sale shall be closed in the office of Security Title / Moses Lake, Closing Agent, within a reasonable time after insurance policy or report preliminary thereto is delivered showing title insurance or after completion of financing, if financing is called for herein.

7.2 Seller shall deliver or cause to be delivered to Buyer at the time of Closing:

(a) A statutory deed in proper form duly executed and recordable conveying to Buyer fee title to the Property subject only to the exceptions approved by Buyer pursuant to Paragraph 9 hereof. for bulk sales affidavit

(b) A standard coverage owner's form policy of title insurance issued by the title company named in Paragraph 8(a) below in the full amount of the Purchase Price insuring title vested in Buyer subject only to the exceptions approved by Buyer pursuant to Paragraph 9 hereof. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy.

(c) If applicable, the original leases referred to in Paragraph 8(c) and assignments thereof to Buyer. The assignments shall be duly executed and recordable.

(d) Estoppel certificates executed by or on behalf of all tenants under said leases, acknowledging that the respective leases are in full force and effect in accordance with the respective terms thereof and are not in default, and setting forth all other material facts concerning the status of the lease, lease rent and the Property.

(e) Beneficiary's statement and, if required, consent to the sale, without acceleration or change in any terms of the loan, executed by the holder of the Existing Note or holder of the existing contract acknowledging that the Existing Note and Existing Deed of Trust, Existing Mortgage or Real Estate Contract are not in default.

8. Preliminary Title Report and Documents. Seller shall furnish to Buyer, at Seller's expense, as soon as practical prior to closing, the following:

(a) A preliminary title report on the Property issued by Security Title/Moses Lake together with copies of all documents referred to in such report ("PTR").

(b) Copies of any Existing Note, Existing Deed of Trust, or Existing Real Estate Contract on the Property if Buyer is to accept title subject thereto.

(c) Copies of all currently effective tenant leases, rental agreements or other agreements, if any, relating to the Property which are to remain in effect after Buyer takes title to the Property.

9. Conditions Precedent to Consummation of Sale.

9.1 The following conditions are precedent to the consummation of this transaction:

(a) The satisfaction or waiver of the financing contingency, if any, set forth in Paragraph 6 hereof.

(b) Buyer's written approval of the PTR and the documents referred to in Paragraph 8(b) and (c) hereof, if applicable.

(c) Buyer's inspection and written approval to any Existing Note and/or Existing Deed of Trust, Mortgage or Real Estate Contract which is/are to remain on the Property and, if required, the consent of the holder thereof to the sale and conveyance of the Property without acceleration thereof and without change in the terms thereof. Written approval and holder consent shall be provided within ten (10) days after the PTR is approved.

(d) Buyer's written approval of the terms of Existing Leases remaining after title to the Property is transferred to Buyer.

9.2 If Buyer shall fail to approve or disapprove the matters referred to in Paragraph 9.1(b), (c) and (d) hereof, in writing, then (10) days after receipt thereof, it shall be conclusively presumed that Buyer has approved said matters.

9.3 If Buyer shall disapprove or conditionally approve the PTR, or any part thereof, or any of the items referred to in Paragraphs 9.1(b), (c) or (d) hereof, then for a period of ten (10) days after written notice by Buyer to Seller of said disapproval or conditional approval, Seller shall have the right to cure said disapproval or conditionally approved items, prior to the close of escrow, or elect not to cure said disapproved items. Notice of Seller's written election shall be given to Buyer. If Seller shall elect not to cure all of said items, then for a period of ten (10) days after said written notice to Buyer, Buyer shall have the right to either accept title to the Property subject to said items or to terminate this transaction. Buyer shall give written notice to Seller or Buyer's election within ten (10) days after the expiration of the time in which Seller shall have been required to respond to Buyer's notice of disapproval or conditional approval. If Buyer shall fail to give Seller such written notice of Buyer's election within the time specified, it shall be conclusively presumed that Buyer has elected to terminate this transaction. If Buyer elects to terminate this transaction, thereafter neither Buyer nor Seller shall have any further liability hereunder, except that Buyer shall be entitled to the prompt return of all funds deposited by Buyer with Broker or Closing Agent less only cancellation fees and other loan costs and title company charges, which Buyer hereby agrees to pay.

9.4 All notices called for herein shall be in writing and shall be delivered to Seller, Buyer, Broker and Closing Agent at the addresses set forth in this document.

10. Representations and Warranties of Seller and Disclaimer.

10.1 Seller hereby covenants, warrants and represents as hereinafter set forth:

(a) Seller is the owner of or is purchasing under real estate contract and has full right, power and authority to sell, convey, transfer or assign his interest in the Property to Buyer as provided herein and to carry out Seller's obligations hereunder.

(b) Until the Closing, Seller shall maintain the Property in its present conditions, ordinary wear and tear excepted.

(c) Seller has no knowledge of any order or directive of the applicable Department of Building and Safety, Health Department or any other City, County, State or Federal authority that any work of repair, maintenance or improvement be performed on the Property.

(d) All of the documents, information and records provided in accordance with Paragraphs 7, 8 and 9 hereof shall contain true and accurate information except as otherwise noted to Buyer in writing.

(e) There have been no amendments or modifications, written or oral, to any of the leases or other agreements provided pursuant to Paragraphs 8(b) or (c) hereof, except as noted in the estoppel certificates.

10.2 Buyer hereby acknowledges that notwithstanding the foregoing warranties:

(a) Unless otherwise noted in this document, Buyer is purchasing the Property in its existing physical condition.

(b) Neither Seller nor Broker has, unless otherwise noted in this document, made any representation or warranty to Buyer concerning the Property or any aspect of the Occupational Safety and Health Act, or any similar act, ordinance or law; and that Buyer is relying upon Buyer's own independent investigation of the Property in making this offer.

11. Prorations and Expenses.

11.1 Real property taxes shall be prorated as of the date of the Closing. Assessments of record shall be * (paid by Seller) (assumed by Buyer). Rentals, interest on the Existing obligation, utilities, operating expenses and premiums for fire and extended coverage insurance on the Property, as handed to Closing Agent, shall be prorated as of the date of the Closing. Security Deposits shall be delivered to Buyer at the Closing. Seller shall pay the premium for the standard coverage owner's or joint protection policy of title insurance.

11.2 Buyer and Seller shall each pay one-half (1/2) of the Closing Costs and Seller shall pay the usual recording fees and any required documentary transfer taxes.

12. Possession. Possession of the Property shall be delivered to Buyer at, and the rents, issues and profits of the Property shall accrue to Buyer from, the date of Closing.

13. Attorneys' Fees. In the event of any litigation between the Buyer, Seller, and Broker, or any of them, concerning this transaction, the prevailing party shall be entitled to reasonable attorneys' fees.

14. Integration. The contract resulting from Seller's acceptance hereof supersedes any and all agreements between Seller and Buyer regarding the Property.

15. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

16. Broker's Rights. In addition to all other rights and remedies of Broker, if this offer or any counteroffer acceptable to Buyer shall be accepted by Seller or Buyer, and if this sale shall not be consummated due to the default of Buyer, it is agreed that the commission normally paid by Seller shall be paid by Buyer to Broker for services rendered in this transaction.

17. Acceptance.

17.1 Buyer's signature hereon constitutes an offer to Seller to purchase the Property on the terms and conditions herein set forth.

17.2 This offer to purchase by Buyer shall remain irrevocably open until 5:00 p.m. on June 24, 1995 and if not accepted by Seller by said date shall be deemed revoked, and Broker shall return the Earnest Money to Buyer unless Buyer informs Broker that the parties are still negotiating, in which event the Earnest Money shall be returned to Buyer when the negotiations are terminated or upon the demand of Buyer, whichever first occurs.

17.3 If Seller accepts this offer to purchase within the time limit specified, communication of the acceptance to Buyer shall be deemed satisfied if Broker orally notifies Buyer of the acceptance by said date and delivers to Buyer in person or by United States mail one copy executed by the Seller within forty-eight (48) hours thereafter. Upon the closing, Broker is authorized to publicize the sale price, terms and financing of this transaction.

18. Time. Time is of the essence of this offer.

19. Additional Provisions. Additional provisions of this offer, if any, are as follows or are attached hereto on a rider, if none so state; if rider is attached, then so state. 1) Contingent upon purchaser assuming the underlying 1st Mortgage

held by Metropolitan Mortgage.

2) Contingent upon all debtors receiving full payment including interest for outstanding debts for work on the "water system" being paid prior to any funds to seller at closing.

3) The water system user can form a legal water district in Grant County.

RIDER

14. The seller will provide the buyer with a Bulk Sales Affidavit for the Water System and all appurtenances.
15. The seller shall transfer to the buyer 100% of outstanding stock of Marine View Heights, Inc. a Washington Corporation dba Marine View Heights Water Company.

SERVICE DATE

MAY 12 1995

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

MARINE VIEW HEIGHTS)
HOMEOWNERS' ASSOCIATION,)

Complainant,)

vs.)

MARINE VIEW HEIGHTS)
INCORPORATION,)

Respondent.)

DOCKET NO. UW-940325

ORDER INSTITUTING
INVESTIGATION AND
NOTICE OF HEARING
(June 8, 1995)

RECEIVED

MAY 12 1995

OFFICE OF
ADMINISTRATIVE HEARINGS

By the Commission's Order Affirming and Adopting Initial Order Granting Complaint in Part and Denying and Dismissing Complaint in Part in this docket, the Commission stated it would schedule in approximately 60 days a hearing to review the company's compliance with it's order.

Marine View Heights Incorporation will have had approximately 60 days to address these issues and to make the numerous improvements ordered by the Commission.

ORDER

WHEREFORE, The Commission hereby enters upon a full and complete investigation of the matters hereinafter described and will enter upon public hearings for the following purposes:

they really - yes 1. To ascertain and determine whether the company has notified customers of any contaminant level violations, acute or non-acute, and whether the company has been and will continue to send copies of all water quality test reports, whether showing violations or not, to the Commission for a period of one year from March 22, 1995, the date of the Commission's order.

they really - yes 2. To ascertain and determine whether the company has developed and presented to the Department of Health its plans for a chlorinator.

yes 3. To ascertain and determine whether the company has posted a conspicuous sign at it's business office indicating that it is indeed its business office.

10 DAYS *notice to customers*
ok 4. To ascertain and determine whether the company has improved its responsiveness to customer contacts by returning telephone calls from customers within 24 hours and by responding to correspondence from customers within five business days of receipt.

yes 5. To ascertain and determine whether the company has employed and continues to employ a certified water operator. *plans to replace party*

small yes 6. To ascertain and determine whether the company has filed with the Commission any and all petitions necessary for approval of the transfer of ownership from James J. Sahli to Fred Barker, Jr., and which reflect the true ownership of the Marine View Heights water system.

yes 7. To ascertain and determine whether the company has provided the Commission with a customer billing summary for the six months immediately prior to March 22, 1995, showing each customer's name, date and amount billed, date and amount paid, and any action taken on each delinquent or past due account.

8. To ascertain and determine whether the company has complied with the Commission's Order Affirming and Adopting Initial Order Granting Complaint in Part and Denying and Dismissing Complaint in Part in this docket, dated March 22, 1995.

9. To make and enter such other determinations and orders as may be just and reasonable.

NOTICE OF HEARING

This investigation is initiated by the Commission to determine whether the company has complied with the Commission's Order of March 22, 1995, in this docket.

Hearings to be held herein are being held pursuant to Part IV of chapter 34.05 RCW pertaining to adjudicative proceedings, including but not limited to RCW 34.05.413, RCW 34.05.434, RCW 34.05.449, RCW 34.05.452, and RCW 80.01.040. Statutes involved, in addition to those previously cited, include those

within chapter 80.04 and chapter 80.28 relating to rates and practices, including but not limited to RCW 80.04.090, RCW 80.28.010, RCW 80.28.030, RCW 80.28.040, RCW 80.28.100, and RCW 80.28.130 . Rules involved include those within chapter 480-09 WAC and 480-110 WAC.

The ultimate issue involved is whether the company has complied with the Commission's order in this docket dated March 22, 1995. Additional issues include whether such compliance or lack thereof should result in further recommendations or action by the Commission.

Please see the form attached to this notice which should be filled out and returned if any party or witness needs an interpreter or other assistance.

NOTICE IS HEREBY GIVEN That a hearing herein will be held at the hour of 9:30 a.m., Thursday, June 8, 1995, in Conference Rooms A and B, Department of Social & Health Services, 1620 S. Pioneer Way, Moses Lake, Washington. Petitions to intervene should be made in writing prior to that date or made orally at that time.

NOTICE IS FURTHER GIVEN THAT ANY PARTY WHO FAILS TO ATTEND OR PARTICIPATE IN THE HEARING SET HEREIN, OR OTHER STAGE OF THIS PROCEEDING, MAY BE HELD IN DEFAULT IN ACCORDANCE WITH THE TERMS OF RCW 34.05.440.

The names and mailing addresses of all parties and their known representative are as follows:

Complainant:

7/13 P.O. 1158

Jim Gregg *346-9720*
President, Board of Directors
Marine View Heights Homeowners Association
8480 Aurora
Othello, WA 99344

Representative:

Marian Snelson
8453 Highland Drive SE
Othello, WA 99344

Respondent: James J. Sahli
Marine View Heights Incorporated
6794 Canal Street
Othello, WA 99344

Fred J. Barker, Jr.
Marine View Heights Incorporated
P. O. Box 1745
Moses Lake, WA 98837

-or-

Fred Barker, Jr.
Marine View Heights Incorporated
6897 SR 262 SE
Othello, WA 99344

Representative: Unknown

Commission: Washington Utilities and
Transportation Commission
1300 S. Evergreen Park Drive SW
P. O. Box 47250
Olympia, WA 98504-7250

Representative: Ann E. Rendahl
Assistant Attorney General
1400 S. Evergreen Park Drive SW
P. O. Box 40128
Olympia, WA 98504-0128
(360) 753-6443

An Administrative Law Judge from the Utilities and Transportation Subdivision of the Office of Administrative Hearings, Third Floor, Building E, 2420 Bristol Court SW, P. O. Box 42489, Olympia, Washington 98504-2489, (360) 753-6403, will be designated to preside at the hearings.

DATED at Olympia, Washington, and effective this 12th day of May, 1995.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION



SHARON L. NELSON, Chairman



RICHARD HEMSTAD, Commissioner

Inquiries may be addressed to:

The Secretary
Washington Utilities and
Transportation Commission
Chandler Plaza Building
1300 S. Evergreen Park Drive SW
P O BOX 47250
OLYMPIA WA 98504-7250
(360) 753-6423

HARMS & ASSOCIATES
6413 WEST COURT • PASCO, WASHINGTON 99301 • (509) 547-2679

June 21, 1995

Ron Baker
Boundary Engineers
101 W. Broadway
Moses Lake, WA 98837

Re: Marine View Heights Water System

File #92-063.1

Dear Mr. Baker:

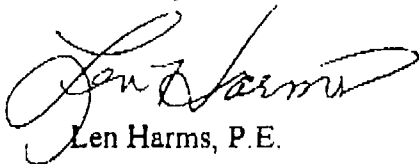
Harms & Associates has prepared and submitted both the first and final draft of the Comprehensive Water Plan for Marine View Heights water system. The Department of Health has reviewed the draft plan and responded with collective comments from the Department of Ecology, WUTC and DOH Division of Drinking Water.

The second submittal of the Final Comprehensive Water Plan, responding to the Department of Health comments, will be sent to the Department of Health on or before September 1, 1995.

It should be noted that the final Comprehensive Water Plan was submitted 12/17/93 to the Department of Health, responding to all comments of the Department's 11/4/93 letter. A second new list of items having to be addressed was generated and submitted by the Department of Health to the owner on 10/25/94. Those 18 items have yet to be answered and will be the items we respond to in the second and final report.

Please contact me if you have any questions regarding the Comprehensive Water Plan.

Sincerely,



Len Harms, P.E.

LH/rh

xc: Dan Sander
Michele Vazquez
Fred Barker
Crane Bergdahl