

MINUTES

DEPARTMENT OF WATER SUPPLY COUNTY OF HAWAI'I WATER BOARD MEETING

February 23, 2010

Royal Kona Resort, Resolution Room, 75-5852 Ali'i Drive, Kailua-Kona

- MEMBERS PRESENT: Mr. Dwayne Mukai, Chairperson
Mr. Robert Meierdiercks, Vice-Chairperson
Mr. George Harai
Mr. Bryan Lindsey
Mr. Joe Reynolds
Mr. Riley Smith
Mr. Art Taniguchi
Mr. Milton Pavao, Manager, Department of Water Supply
(ex-officio member)
- ABSENT: Ms. Bobby Jean Leithead-Todd, Director, Planning Department (ex-officio member)
Mr. Warren Lee, Director, Department of Public Works (ex-officio member)
- OTHERS PRESENT: Ms. Kathy Garson, Assistant Corporation Counsel
Ms. LeeAnn Crabbe, Queen Lili'uokalani Trust
- Department of Water Supply Staff
Mr. Quirino Antonio, Jr., Deputy Manager
Mr. Kurt Inaba, Engineering Division Head
Mr. Daryl Ikeda, Chief of Operations
Mr. Rick Sumada, Waterworks Controller
Ms. Julie Myhre, Energy Management Analyst

CALL TO ORDER - Chairperson Mukai called the Meeting to order at 10:00 a.m., and welcomed newly-appointed Water Board member Mr. Joe Reynolds, representing District 8 in Kona.

STATEMENTS FROM THE PUBLIC:

None.

APPROVAL OF MINUTES:

Chairperson Mukai entertained a Motion to approve the Minutes of the January 26, 2010, Water Board meeting.

ACTION: Mr. Smith so moved; seconded by Mr. Meierdiercks, and carried unanimously by voice vote.

APPROVAL OF SUPPLEMENTAL AGENDA AND ACTION TO MOVE AGENDA ITEMS:

None.

PUNA:

A. JOB NO. 2006-899, CONSTRUCTION OF THE ‘ŌLA‘A NO. 6 PRODUCTION WELL AND 1.0 MG RESERVOIR:

This project generally consists of the construction of a production well, control/chlorination building, booster pump stations, 1.0 MG concrete reservoir, inlet control stations, demolition of existing 0.05 MG steel reservoir, facility piping, connecting pipelines, drainage structures, electrical instrumentation, asphalt concrete paving and repaving, site perimeter fencing, SCADA improvements, and landscaping.

Bids were opened on February 11, 2010, at 2:00 p.m.; and the following are the bid results:

Bidder	Amount
Isemoto Contracting Co., Ltd. (Lowest Responsible Bidder)	\$6,637,247.00
GW Construction	\$7,188,788.90
Jas W. Glover, Ltd	\$7,341,780.92*

*corrected amount

Engineer’s Construction Cost Estimate: \$7,000,000.00.

Construction Contract Duration: Four hundred ten (410) calendar days.

The project cost will be as follows:

Project Cost:

1) Low Bidder (Isemoto Contracting Co., Ltd.)	\$6,637,247.00
2) Construction Contingency (~10%)	<u>662,753.00</u>
Total Construction Cost:	<u>\$7,300,000.00</u>

Funding for this project will be from DWS C.I.P. funds.

Department Staff has reviewed the bids and finds the bid from Isemoto Contracting Co., Ltd., acceptable as submitted.

RECOMMENDATION: It is recommended that the Board award the contract for JOB NO. 2006-899, CONSTRUCTION OF THE ‘ŌLA‘A NO. 6 PRODUCTION WELL AND 1.0 MG RESERVOIR, to the lowest responsible bidder, Isemoto Contracting Co., Ltd., for their bid amount of \$6,637,247.00 plus \$662,753.00 for construction contingency for a total contract amount of \$7,300,000.00, and that either the Chairperson or the Vice-Chairperson be authorized to sign the contract, subject to review as to form and legality of the contract by Corporation Counsel.

MOTION: Mr. Meierdiercks moved to approve; seconded by Mr. Lindsey.

The Manager explained that the well in question will be important to DWS because it will enable the Department to pump using flow gravity, and only pump up what DWS needs to reach higher areas. This would mean that DWS would save on energy, he added.

Chairperson Mukai noted that Isemoto, the winning bidder, was 10 percent lower than the nearest bid.

The Manager said that the Department's engineers do not announce the successful bidder at the time of bid opening, and instead, the engineers check the bids to make sure they are qualified and that the math is correct, etc. So when a bid award recommendation comes before the Board, that means that the winning bid was checked and everything is okay.

Mr. Smith asked about the scope of the project.

The Manager confirmed that it involves a 1-million gallon reservoir, a new well, and a booster pump.

Mr. Smith noted that the reservoir that is going out of service is a 50,000-gallon steel reservoir, and so this project means that DWS is improving the level of storage and improving DWS's source capabilities by putting in a new well source. He noted that on the West side of the island, there would be a developer involved who would own the storage and well capacity, but in this case, DWS is augmenting its service area. In this case, DWS owns the excess capacity, and when customers come in to buy water facilities, the facilities charges they pay will go to replenish DWS's C.I.P. funds.

The Manager confirmed that facilities charges go into the special C.I.P. fund, and can only be used for that purpose. DWS does a lot of wells on its own, and Keōpū is an example, he said. The Keōpū project is similar to this project: it is a completely C.I.P. project which does not involve a developer, and DWS will have 100 percent of the well's capacity. The reason that DWS does more developmental agreements in Kona is because there is more demand for development in Kona, and there are more developers who are willing to work with DWS on projects. He noted that under DWS's rules, if a developer wants to build 200 or more units, the developer must enter into a developmental agreement with DWS. Most of the developmental agreements that the Board has on file are on the Kona side, he added.

Mr. Reynolds asked whether 10 percent contingency funds were routinely included in projects.

The Manager confirmed this, saying that based on experience, when a project involves a well, a reservoir, and a booster pump, unforeseen circumstances often arise. The contingency can cover these unforeseen things. If the Department needs additional funds, it must come before the Board for approval. Funds that are not used from the contingency go back into the C.I.P. funds. The main thing is that the contingency allows DWS to be more flexible in construction projects, without having to come to the Board every time the Department needs a change order or needs additional funds, up to the 10 percent.

Mr. Taniguchi asked if DWS had the cash already to do this project.

The Manager confirmed this.

ACTION: Motion carried unanimously by voice vote.

SOUTH HILO:

A. INDEMNITY AND CONSENT TO LICENSE AGREEMENT ('ŌLA'Ā SPRING SOURCE):

Road and Highway Builders, LLC, (RHC) has executed a license agreement with the Hawai'i Conference Foundation to use the 'Ōla'ā Spring Source water that has been disconnected from DWS's water system. DWS has replaced this source with a deepwell, and still has the ability to reconnect to the spring source under emergency conditions, and with the consent of the Department of Health. The source will be used by RHC, for dust control purposes during the current phase of the construction of the Saddle Road Re-alignment project. This connection will be separate from the standpipe installed by Yamada & Sons, Inc. The standpipe is intended to be installed on Opalipali Street within Kaūmana City Subdivision, and not along Kaūmana Drive where Yamada & Sons, Inc.'s standpipe is located.

RECOMMENDATION: It is recommended that the Board approve the Indemnity and Consent to the License Agreement between Road and Highway Builders, LLC, and the Hawai'i Conference Foundation subject to the approval of the Corporation Counsel and that either the Chairperson or the Vice-Chairperson be authorized to sign the document.

MOTION: Mr. Meierdiercks moved to approve; seconded by Mr. Smith.

Ms. Garson noted that she had distributed a revised version of the Indemnity and Consent form, with a very small revision in the first paragraph. The form originally named the November 6, 2009 agreement incorrectly, she said. The form has been changed from a license agreement to a water use agreement. She also noted that on the last page of the form, there is a *consent line* for the Manager to sign. Ms. Garson has advised the Manager not to sign that sheet, and instead, it will be crossed off. She noted that what the Indemnity and Consent form does is *consent*, under the terms of indemnification. Therefore, the Manager will not be consenting on the actual water use agreement, since it is conditioned.

The Manager clarified that the Hawai'i Conference Foundation owns the 'Ōla'ā Flume Spring, where the water comes from. However, DWS owns the pipeline from the spring out to the highway, and that is why DWS is involved in this agreement. It is only because DWS owns the pipeline. This well is going to be used for dust control for the Saddle Road realignment project. DWS is not using the water from the spring because the Environmental Protection Agency (EPA) will not allow the Department to use the spring, unless DWS builds a full-fledged water treatment plant.

Mr. Harai asked whether the Hawai'i Conference Foundation was a church.

The Manager confirmed this, saying it is a Christian church whose main office is on Oahu. He noted that Sherman Hee is their attorney. Until about 10 years ago, when DWS was still using the spring, the Department paid the foundation a fee based on how many gallons DWS took from the spring. But about 10 years ago, EPA ruled that the spring was "under the influence" (i.e., the water could be affected by ground water), and DWS decided that building a treatment plant would be too expensive. Instead, DWS drilled a well on Saddle Road, whose water replaces what DWS used to take from the spring. The spring is actually a plentiful source of water, and its location on the way up Saddle Road makes it convenient for truckers to haul the water up to the road realignment project.

Mr. Smith asked what rate the foundation is paying DWS.

The Manager said that the foundation is not paying DWS, which is allowing the foundation to use the pipeline. There is a provision that if the pipe breaks, somebody (not DWS) will pay to fix the pipe, he added.

Mr. Smith asked about Yamada's standpipe by the reservoir, and whether they were hauling water from the spring source.

Mr. Inaba said he was not sure if Yamada was hauling from that source.

The Manager noted that DWS does not control the water, and reconfirmed that DWS is not being paid anything.

Mr. Smith then noted a typographical error on the form's signature line.

ACTION: Motion carried unanimously by voice vote.

SOUTH KOHALA:

A. **JOB NO. 2004-850, WAIMEA WATER TREATMENT PLANT SLUDGE DRYING BEDS:**

The contractor, Goodfellow Bros., Inc., requests a 107-calendar day time extension. This request is due to delays beyond the control of the contractor with processing the Building Permit. This time extension will cover the actual time it took to obtain the permit. The first time extension request (289 days) was submitted for approval at the April 28, 2009, Water Board meeting because the permit process was still ongoing, and the contract completion date preceded the May 27, 2009 Water Board meeting date.

Staff has reviewed the request and finds that the 107 calendar days are justified.

This is the second extension request.

Ext. #	From (Date)	To (Date)	Days (Calendar)	REASON
1	5/19/2009	3/4/2010	289	Process Building permit
2	3/5/2010	6/18/2010	107	Process Building permit
Total Days (including this request)			396	

RECOMMENDATION: It is recommended that the Board approve a contract time extension to Goodfellow Bros., Inc., of one hundred seven (107) calendar days from March 5, 2010 to June 18, 2010, for JOB NO. 2004-850, WAIMEA WATER TREATMENT PLANT SLUDGE DRYING BEDS.

MOTION: Mr. Smith moved to approve; seconded by Mr. Lindsey.

Mr. Smith asked for details regarding the two change orders that extend over a year, involving the contractor pulling a building permit.

Mr. Inaba explained that the building type involved is a Butler-type building. After the contract was awarded, Goodfellow (the general contractor) then entered a contract with the

building contractor, who then had to provide the shop drawings required for the building permit to build the actual structure.

Mr. Smith said the shop drawings occur during the construction phase, not when one pulls a building permit.

Mr. Inaba explained that this was almost like a design-build. In terms of the actual structure, it is a specialized building. He said that it was not *actually* a design-build project, but the actual building itself is a design-build. The building manufacturer will not produce drawings until they get paid 50 percent of their contract price with the general contractor, he said. The building is a special type of structure that the manufacturer needs to put together, in terms of getting all of the mechanical equipment, etc., into it. It is similar to a Butler Building-type of structure, and comes just from this particular manufacturer. Mr. Inaba said DWS had been concerned when the contractor informed the Department that the contractor had not realized that they (Goodfellow) would have to come up with 50 percent of their contract price with the manufacturer just to get the shop drawings.

Mr. Smith confirmed that project consultant RM Towill's plans were not for a designed building. Instead, Goodfellow had to get a design for the building as part of their project.

Mr. Inaba said the building manufacturer does a kind of brochure showing what they will provide Goodfellow with.

The Manager said the building was like a Butler Building. The plans will show the footprint, the type of material, the structure, the way it looks, etc. However, the actual shop drawings have to come from the manufacturer of the building.

Mr. Smith said that shop drawings are not needed in order to pull a building permit, and wondered why it would take 400 days.

The Manager gave the example of a current plan that was signed off by all the parties. The plan is for a structure, a tank, and it has been structurally signed – and yet DWS is having problems getting the project done.

Mr. Smith said he was trying to differentiate whether Towill, the consultant, provided stamped plans that would enable the pulling of a building permit. He was concerned that the contractor was not building Towill's design, and instead, DWS is hiring Goodfellow to provide a design and to build something. He said the construction plans that Towill stamped are not necessarily what is being built, and DWS needs to make sure that Goodfellow takes the design liability for the building that he is providing the stamped design for. He said that is important because DWS has a contract with Towill for a complete design, but what is being built is a portion of a design that someone else is stamping, with whom DWS does not have a contractual relationship.

The Manager said that the ultimate approval will come from Towill.

Mr. Smith asked whether Towill will stamp the manufacturer's design plans.

The Manager said that Towill is going to be working with the building supplier, and said that Towill will be responsible.

Mr. Inaba said that Towill provides a specified building per a brochure. The manufacturer provides the details (on the building), which require different areas of special inspection, he said. He cited as an example the high-strength bolts that the manufacturer will put into the building. Towill provides the actual structure, the dimensions, the supports, the spacing on all of the trusses and beams, etc. The actual detailed information required for the building permit comes from the manufacturer; information such as high-strength bolts, etc. requires special inspection, he said.

Chairperson Mukai asked Mr. Inaba to check to make sure that Towill will indeed stamp the plans, to ensure that somebody takes responsibility if the design is faulty.

Mr. Inaba said in a case like this involving a specified building, the contractor will go out and find a manufacturer who will provide specific dimensions, etc. The manufacturer does have liability in terms of their design.

Mr. Smith said his point was that DWS is paying for something to be built; the Department is paying for the construction plans but the Department is not necessarily constructing a building that was covered by the consultant that the Department hired. DWS paid for this building through the contract that DWS has with Goodfellow, and when Goodfellow is done, he will be responsible for the construction. Goodfellow's warranty is for one year. If the building fails in two years, there is possibly a gap between what DWS paid Towill to design and what Goodfellow paid to his building manufacturer. If the building falls down in two years and it is not a **construction defect**, and instead is a *design* defect, Towill will come back and say that it is the contractor's building, designed by the manufacturer, and therefore not his responsibility. He said his company encountered a situation like this with a project involving a DYK tank.

Mr. Inaba clarified this, saying that if DWS had hired a consultant, when the design comes in, it is reviewed and stamped by DWS's structural engineer. DWS has the structural engineer, who is hired by the Department or by the consultant, actually stamp the design plans.

Mr. Smith said that when DWS hires a contractor and part of his work includes design, DWS needs to get the contractor to cover professional liability insurance for his portion of the design, i.e., the manufacturer's building plans that Towill did not stamp. Aside from that concern, Mr. Smith said he was totally okay with the recommendation. He noted that Goodfellow was not asking for more money, even though they have been delayed a year. He wondered if labor costs will have risen, and noted that Goodfellow is unionized.

Mr. Inaba said that the contingency funds have covered it so far.

Mr. Meierdiercks said that with government jobs like this, the price for labor will have been frozen at the time of bidding, and the labor price will remain frozen for the duration of the project, whether the duration is two years, three years, etc.

Mr. Smith asked Mr. Inaba to check to make sure that the labor price is frozen.

ACTION: Motion carried unanimously by voice vote.

B. MAUNA KEA UPLANDS POTABLE WATER SYSTEM – PHASE II AGREEMENT TO CONVEY WATER SYSTEM TO THE WATER BOARD:

The developer Mauna Kea Development Corp., (MKDC) constructed the water system infrastructure for future development within the Uplands at Mauna Kea, Phase II Subdivision (Uplands). This infrastructure is required to serve their future development within the Uplands, and is a requirement for their subdivision application. These improvements mainly consist of a booster pump station, transmission waterline, and a 300,000-gallon reservoir.

Because there will be no immediate request for water service from this system, and because there may not be service on this system for a considerable length of time, MKDC wishes to convey the system to the Water Board, subject to the conditions in the Agreement.

The main points in the agreement are that MKDC will be responsible for the electricity to operate the booster pump station, and DWS personnel will operate and maintain the water in the system to assure that the components of the water system remain in acceptable condition, and will maintain the water quality in the system. It was estimated that the operation and maintenance fee would be \$800.00 per month.

RECOMMENDATION: It is recommended that the Water Board agree to the Agreement with Mauna Kea Development Corp., and that either the Chairperson or the Vice-Chairperson be authorized to execute the agreement, subject to review as to form and legality by Corporation Counsel.

MOTION: Mr. Meierdiercks moved to approve; seconded by Mr. Smith.

Mr. Inaba noted that this agreement goes hand-in-hand with the upcoming Item 9 (A), regarding the dedication of the water system.

Mr. Smith asked about the \$800 a month that the developer will pay to DWS for services, including labor.

The Manager said that the developer will directly pay for the electricity.

Mr. Smith expressed concern that the agreement did not have a time limit, and wondered if labor costs could change over time so that the \$800 might not cover it.

Mr. Inaba said the \$800 a month was a safe estimate, with DWS just going to monitor the water in the system.

The Manager said that DWS would actually provide billing for the services, and the \$800 a month is only an estimate.

Mr. Taniguchi asked who is using the water now, and asked whether there were any houses in the subdivision.

Mr. Inaba said that the plan was to develop bulk lots in the subdivision, and the water system would be required by this subdivision. For the time being, nobody will actually be using the water.

The Manager said the developer is trying to sell the bulk lots, and have them developed. The estimated \$800 will cover DWS's manpower to keep the water in the pipes fresh, and in compliance with EPA standards. Every month or so, DWS staff will go and flush the pipes so the water does not become stagnant. It is beneficial to all concerned that DWS cooperates with the developer. If DWS does not accept the system and a year or so passes, the developer will need to dig the system up to show that it is still okay. The developer will have to re-test and re-chlorinate the water. Under this agreement, DWS cooperates with the developer at no cost to the Department, because the developer will be paying DWS for whatever services it provides. This agreement is being done so that the developer can dedicate the system. Without the developer agreeing to reimburse DWS for all that the Department does, DWS is not going to take the dedication. Therefore, this agreement is a condition of the dedication.

Chairperson Mukai asked what happens with a system that is not being used, and asked whether an unused system deteriorates faster than a system that has people using it.

The Manager said that if there is water in the pipes, there is no problem of deterioration (although the water may become stagnant and fail to comply with EPA or Department of Health requirements.) However, if the pipes have water in them, it will be okay. If the pipes do not have water in them, the gasket that provides the water-tight seal will start to shrink and deteriorate. When water finally *does* enter the pipes, the pipes will start to leak. Therefore, it is best to always have water in the system, regardless of whether it is flowing or not. The Manager gave the example of a developer who built a water system in Kaūmana City some 30 years ago. The developer did not do everything required to dedicate the system to DWS, and years passed with no water in the system. About five years ago, the developer, who wanted fire protection, finally decided to dedicate the system to DWS. When DWS tried to put water into the system, the pipes leaked like a sieve because the system was dry for so many years. It meant virtually putting in a new water system, the Manager said.

Mr. Reynolds asked if a developer was required to finish a certain percentage of properties before DWS would take a dedication.

The Manager said no, DWS would accept the dedication as long as the system was installed in accordance with DWS standards, and was inspected and approved by DWS's inspectors. In this particular case, the water system was made as a subdivision requirement, and the developer did whatever was necessary to have the subdivision approved. The subdivision is comprised of big lots, which are intended to be developed further, but right now, there are no buyers for the lots. The reason for this agreement is to allow for the system to be dedicated. It would not be in the Department's best interests to dedicate the system while nobody was going to take care of the system. DWS will be getting paid to take care of the system.

Mr. Taniguchi asked if DWS is responsible for the system right now.

The Manager confirmed that after the Board accepts the dedication, the system will belong to DWS.

Mr. Taniguchi asked whether \$800 would be enough to cover the cost.

The Manager said yes, that the Department did a rough estimate when staff met with the developers, and the work entails basically going once a month to flush the system and take

chlorine samples. The key for DWS was that the developer has agreed to pay for the electricity to keep the water fresh in the pipes.

ACTION: Motion carried unanimously by voice vote.

NORTH KONA:

A. **KEAHUOLU LANDS WATER DEVELOPMENT AGREEMENT WITH QUEEN LILI'UOKALANI TRUST (QLT) ON COST-SHARING AND CAPACITY-SHARING FOR THE PALANI ROAD TRANSMISSION WATERLINE PROJECT (JOB NO. 2003-823), PALANI ROAD TRANSMISSION WATERLINE, MĀMALAHOA HIGHWAY TO PALANI NO. 2 RESERVOIR:**

(This item was deferred from the January 26, 2010, Water Board meeting.)

The Board is being asked to consider approval of the KEAHUOLU LANDS WATER DEVELOPMENT AGREEMENT between DWS and Queen Lili'uokalani Trust (QLT), covering cost-sharing and pipeline/reservoir capacity-sharing with regard to the facilities being constructed as part of the Palani Road Transmission Waterline Project.

QLT desires to transport some of the water it has available for its use, and some of the water it will have available for its use after development of a new well, through the proposed DWS facilities. These facilities will serve future customers on the makai portion of QLT lands.

DWS desires to acquire and purchase portions of QLT lands for pipeline easements and reservoir sites to construct the necessary facilities, which will bring high-quality water from various wells located above the Māmalahoa Highway down into Kailua-Kona.

Doing so will be of great benefit to DWS, as it will improve the taste of water served in Kailua-Kona. It will also reduce the reliance on the Kahalu'u Shaft, lessening the amount of water pumped from the shaft. This, in turn, is expected to improve the water quality of the water that would still be taken from the shaft.

DWS determined how much excess pipeline capacity it could spare, and is charging QLT a proportional amount for that capacity. DWS also determined the minimum reservoir size (two reservoirs required) and the associated lot size that would be required if QLT were to build their own transmission facilities to serve their makai properties.

QLT will pay those costs, and DWS will pay the oversizing costs to install reservoirs large enough to serve the combined needs of DWS and QLT. DWS will then own the reservoir sites outright. The pipeline easements will be granted to DWS without cost, in recognition that QLT would have had to provide the same easements if they were to build their own system.

RECOMMENDATION: It is recommended that the Water Board approve the execution of the KEAHUOLU LANDS WATER DEVELOPMENT AGREEMENT, and further that the Chairperson or Vice-Chairperson be authorized to execute the Agreement, subject to review as to form and legality by Corporation Counsel.

MOTION: Mr. Smith moved to approve; seconded by Mr. Taniguchi.

Ms. Garson noted that an updated version of the agreement was placed before each member's seat today, and said that there were only a few minor changes, all of which were underlined. She introduced Ms. LeeAnn Crabbe of QLT, who was on hand to answer any questions.

Mr. Smith noted that QLT is providing the land necessary to put in well sites and transmission lines that will bring water from DWS's network, serving not only QLT's lands but also DWS's existing customers. The waterline that CTS Earthmoving, Inc. is putting in the Tomi Tomi Drive subdivision is connected to this improvement, and the work that Palani Ranch and Lanihau are doing to put in their well will all be networked, he said. He noted that bringing mauka sources from North Kona to connect into the distribution network for all of the greater Kona area will help to alleviate some of the problems that occur at the Kahalu'u Shaft (the higher salinity, etc.) Through cooperation with QLT, DWS's network is improved, and it improves DWS's ability to serve customers with safe, drinkable water.

The Manager confirmed this, saying that one unusual aspect of this agreement is that the well and the reservoir were done several years ago.

Ms. Crabbe confirmed this, saying the system was dedicated in 1996, and constructed in 1995 or thereabouts.

The Manager said that the well was not done through a developmental agreement; this agreement today incorporates that well and that site into this agreement. When that well was made, QLT's share from the well was 450,000 gallons, which is what has furnished the Makalapua Shopping Center. That is the one development that the well is providing for so far, on QLT's behalf. The center is using 60,000 gallons or so, and QLT has an additional 390,000 gallons available. The agreement today incorporates that well, plus provides QLT with capacity on the system that DWS is constructing now. QLT has a percentage of the well that QLT dedicated to DWS in 1996, and QLT will have the ability to utilize DWS's pipeline for part of the water that QLT is entitled to. Normally, developers provide the system necessary to serve their lands, but in this case, QLT has agreed to help DWS with the cost of installation, so they have the right to a capacity of the pipe. All of this is spelled out in the agreement. It is a win-win situation for both QLT and DWS.

Mr. Smith noted that DWS benefits greatly from entering into agreements like this, because DWS has full use of the water from the first day that improvements are done. He expressed the wish that a similar agreement could be reached in Keauhou, where Kamehameha Investment Corporation (KIC) has well sites and DWS has a distribution system.

Ms. Garson noted that one of the compromises in this agreement was that DWS gave QLT a 25-year term instead of the normal 20 years. She also noted that the grant of easement was not a typical grant of easement. Among the terms that QLT had requested was when DWS is doing work on their lands, that QLT could ask the contractor to be added on as an additional insured party, and DWS would have to ask the contractor to do so. Another element in the grant of easement is a relocation provision. If QLT would like DWS to relocate, the easement and infrastructure would have to be relocated, but it would be at QLT's expense.

The Manager noted that DWS had taken the liberty to give QLT 25 years instead of 20 years because QLT is a charitable trust whose presence on the island is perpetual.

Chairperson Mukai said that the requirement for the additional insured should be included in contracts involving third parties.

The Manager confirmed that this was already the case.

Mr. Taniguchi asked about the dollar amounts listed on page 5 of the agreement.

The Manager explained that if QLT were to make a system to service their project, they would need a reservoir (or reservoirs). They would need a smaller capacity, so the numbers listed in the agreement are just numbers that QLT would be credited because QLT would have had to put in reservoirs, etc. anyway. The numbers are for DWS to determine what DWS owes QLT, and what QLT owes DWS, representing what QLT would have to do, and what DWS would have to do. The Manager said that the bottom line in the table shows that QLT will be responsible for \$765,000.00 (i.e., it is a recap of everything on the table above.)

Mr. Beck noted that all of the facilities costs are included in the \$11.3 million at which the project bid out.

Mr. Taniguchi said that answered his question.

Ms. Garson noted that QLT has been very cooperative with DWS, citing the Right-of-Entry agreement that came before the Board the past couple of months, which enabled DWS to start construction on the Palani project.

Chairperson Mukai said this agreement was a win-win for everybody, especially for the people of Kona.

ACTION: Motion carried unanimously by voice vote.

MISCELLANEOUS:

A. DEDICATION OF WATER SYSTEMS:

The Department received the following documents for action by the Water Board. The water systems have been constructed in accordance with the Department's standards and are in acceptable condition for dedication.

1. **MAUNA KEA UPLANDS, PHASE II, WATER SYSTEM DEDICATION**

Grantor/Seller: Mauna Kea Development Corporation

E.W.O. 2006-033

Facilities Charge: *Not Applicable*

Final Inspection Date: 2/25/2009

Water System Cost: \$ 1,565,365.00

A. **DEED** (Tank Site)

TMK: (3) 6-2-001:090, Lot 2-A-2

‘Ōuli, Waimea, South Kohala, Island of Hawai‘i, Hawai‘i

B. **GRANT OF EASEMENT**

TMK: (3) 6-2-001:051

Easement W-5 and W-6, and Lot 2-A-1

‘Ōuli, Waimea, South Kohala, Island of Hawai‘i, Hawai‘i

C. BILL OF SALE

TMK: (3) 6-2-001:090

(3) 6-2-013:020

(3) 6-2-001:051

‘Ouli, Waimea, South Kohala, Island of Hawai‘i, Hawai‘i

2. GRANT OF NON-EXCLUSIVE EASEMENT (For Water Meter)

Grantor: Board of Land and Natural Resources

TMK: (3) 2-3-032: Portion 011

Pi‘ihonua, South Hilo, Island of Hawai‘i, Hawai‘i

RECOMMENDATION: It is recommended that the Water Board accepts these documents subject to the approval of the Corporation Counsel and that either the Chairperson or the Vice-Chairperson be authorized to sign the documents.

Ms. Garson said the Board could take up all of the dedications at one time.

ACTION: Mr. Meierdiercks moved to approve; seconded by Mr. Smith, and carried unanimously by voice vote.

B. DEPARTMENT OF WATER SUPPLY PROPOSED OPERATING AND CAPITAL IMPROVEMENT BUDGETS FOR FISCAL YEAR 2011:

Fiscal Year 2011 Operating and C.I.P. Budgets for review and discussion. A Public Hearing is being scheduled to receive testimony on the Department’s proposed budgets for FY2011 on March 23, 2010 at 9:30 a.m., before the Board meeting.

Mr. Sumada noted that there will be a Public Hearing on the Power Cost Charge at 9:45 a.m. on March 23, 2010.

The Manager asked the Board to review the Budgets, and this Item will be put back on the Agenda for the regular Board meeting on March 23. At that time, the Board can ask any questions regarding the Budgets. The Manager said that the Budgets were made as lean as possible, based on certain assumptions.

Mr. Smith asked if DWS anticipated any furloughs or salary reductions in FY2011.

The Manager said that furloughs were a reality because the Mayor had publicly announced that County staff would be furloughed two days a month, as of July 1. DWS employees belong to bargaining units of either the Hawai‘i Government Employees Association (HGEA) or the United Public Workers (UPW). Although DWS has a separate revenue, DWS has not decided whether to talk to the Mayor about the fact that DWS has its own revenue. The Budget does include the furloughs.

Mr. Smith expressed concern that certain County agencies operate on a 24-7, 7 days a week basis, citing Solid Waste, Waste Water, the life guards, Police and Fire Departments.

The Manager said that DWS is discussing internally how to approach its standby service. He was sure that the Mayor was considering the need for 24-7 service with the Fire and Police Departments, and it should be the same for DWS’s customer service as well as Waste Water. DWS would follow the same kind of conditions for standby service, he said. The factor that is

not known involves the settlement with UPW; the settlement details have not yet been released. That settlement may have an impact on DWS's Budget. One complicating factor is that HGEA people are supervising UPW people. Until the Department knows what the issues are, management is unable to make a plan. DWS management will have to address a plan once the UPW contract conditions are unveiled, he said.

Mr. Sumada said the Budgets will go through two readings, and therefore, the Budgets will need to be approved twice. Regarding the Water Rate Study (which appears later on this Agenda), Mr. Sumada said that if furloughs do *not* happen, the rate study increases will need to be changed. That is because the furloughs were factored into the rate study increases, which RW Beck presented at last month's meeting. The rate study called for a 5.8 percent increase in the first year of the five-year period, but if furloughs do *not* go through, the increase will go up to 7.8 percent in the first year.

Chairperson Mukai asked if the Budget estimates (and water rate study increases) were based on furloughs for both HGEA and UPW.

Mr. Sumada confirmed this, saying the furloughs would mean pay cuts of 9.23 percent for employees in each of the two unions.

The Manager reiterated that DWS still does not know the details.

Mr. Taniguchi asked whether the Budget assumes that water sales will increase.

Mr. Sumada said that water sales are assumed to rise only because the rates are going up; consumption was flat.

The Manager said that on a positive note, if the economy starts to turn around, construction is likely to see an upturn, and water usage will go up as well.

Mr. Taniguchi asked if the Budget provides for enough C.I.P.

Mr. Sumada confirmed this, saying that any excess amounts that are generated in FY2011 will go towards reimbursing the Construction Fund for cash that is being used to keep operations going, including the day-to-day payroll, expenses, etc. The money for C.I.P. is primarily coming from the general obligation bond issue. The bottom line is that the bond issue will cover construction monies that DWS needs, and the water rate increase will cover the deficit situation that DWS has in the General Fund.

The Manager said the bond issue is very important to DWS, because currently there is virtually no development going on, which means that there are basically no facilities charges coming in to replenish the C.I.P. funds. At this point, the only way DWS can do projects is with borrowed money. Once the economy picks up and development starts taking off again, DWS will get a stream of money flowing into C.I.P. once more. Right now, that is not happening.

Mr. Sumada suggested that the Board needed to make a Motion.

Ms. Garson said the Motion would be about getting the Budgets going out to Public Hearing, and suggested some sort of affirmation by the Board that the Board approves these Budgets and that the Budgets will be going out to Public Hearing.

ACTION: Mr. Meierdiercks moved to go out to Public Hearing with the Budgets; seconded by Mr. Taniguchi. Motion carried unanimously by voice vote.

C. REPORT OF AD HOC FINANCE COMMITTEE:

The Water Board's Ad Hoc Finance Committee Chairperson, Mr. Art Taniguchi, has been investigating the three focus areas (DWS's policies on credit card use, cash control and vehicle take-home) which encompass the scope of the Committee's work.

Mr. Taniguchi said that the Committee was still reviewing DWS's vehicle take-home policy, and planned to make a report at the March 23 Board meeting.

D. ENERGY MANAGEMENT ANALYST UPDATE ON LĀLĀMILO WINDFARM:

Ms. Myhre covered the following areas:

1. Site Visit on February 19, 2010
2. DWS letter to HEI

Ms. Myhre reported that on February 2, 2010, she sent a letter to Mr. David Kostecki at Hawai'i Electric Industries (HEI) requesting a schedule for the clean-up of the Lālāmilo Windfarm site. This was essentially the same letter that she had sent to HELCO president Mr. Jay Ignacio in November 2009. HEI is the operator of the windfarm, she noted.

Ms. Myhre toured the site on February 19, 2010, with HELCO and HEI people, including Mr. Kostecki, who confirmed receipt of the February 2, 2010, letter, and verbally committed to cleaning up the site by the end of this year. During the site tour, the group looked at some of the potential environmental hazards there. HEI has hired a consultant, URS, to do the Phase I environmental site assessment work, she said. HEI mentioned that one hazard at the site in the past involved a wash-down site where there was oil around the location. HEI had that site remediated and cleaned up. The other hazard that Ms. Myhre noted was that each of the 111 of 120 wind turbines standing on the site contains about 1.5 gallons of oil. This poses the risk of leaks, she said. Another issue is that each of the tripod-shaped towers is made of galvanized steel. HEI wants to just bulldoze them over and take them to the landfill.

Ms. Myhre said she consulted the County's Department of Environmental Management, which plans to work directly with HEI to find a better solution, because the towers, each of which weighs approximately 5,000 pounds, will not be accepted at the landfill. While on site, the group brainstormed on a solution, and HEI will figure out a solution.

Mr. Smith asked whether DWS's contract for the land is with HELCO or HEI.

Ms. Myhre said the contract was with HELCO.

Mr. Smith said that Ms. Myhre sent the letter to HELCO's Mr. Ignacio in November 2009, but did not receive an answer. Now Ms. Myhre has sent the same letter to HEI, with whom DWS does not have a contractual relationship. That letter basically asked for the same resolution: clean up the site and get out. Mr. Smith said his concern was that regardless of what HEI says, DWS's contract is with HELCO. HEI can do the clean up work, but Mr. Ignacio of HELCO needs to prepare the response letter, he said.

Ms. Myhre clarified that DWS's contract for the land was with the State Department of Land and Natural Resources (DLNR), but DWS's energy contract is with HELCO.

The Manager said that DWS is leasing the land from the State for DWS's benefit through HELCO, which was supposed to give DWS power, but which has not done so for years.

Mr. Smith reiterated that regardless of what Mr. Kostecki at HEI says, DWS must get Mr. Ignacio of HELCO to sign, too, because DWS's agreement is with HELCO, not with HEI. He urged Ms. Myhre to inform HELCO of its responsibility and to request a response.

Ms. Myhre said okay.

Mr. Smith noted that URS, which HEI has hired as a consultant, will come up with a clean-up plan, and then somebody else will actually do the clean-up. He pointed out that there are only 10 months to go before DWS must hand back the site to DLNR, and therefore, DWS must push HELCO for a clean-up schedule. One part of the schedule is design, another part is clean-up and the third part is a Phase I Environmental Site Assessment (ESA). The ESA would be done by an independent contractor who would certify that the site was cleaned up properly. He expressed doubts that all of these steps could be completed by the deadline of December 1, 2010.

Ms. Myhre asked Mr. Smith why he felt that URS could not attest to the clean-up.

Mr. Smith said okay, if URS does attest to the clean-up, DWS must make sure that URS has professional liability insurance, so that whatever URS states regarding what occurs on the property, DWS will have recourse if there is a problem. He confirmed that URS is qualified to attest to the clean-up. DWS must ask HELCO for a clean-up schedule, because as soon as URS understands that time is of the essence, URS will know that they are not going to get the clean-up done in the next 10 months – especially since the work involves dismantling and disposing of 100 or so 110-foot towers. DLNR as a landlord wants the site back in its original condition. DWS must get a schedule and all of the issues involved must be addressed, and DWS must have recourse if HELCO does not do the job, he said.

The Manager said that DWS has been in contact with the DLNR people, with whom DWS has developed a rapport, which will be helpful in case something does not occur on time.

Mr. Smith said he believed it was important that DWS keep DLNR's Big Island land agent informed.

The Manager confirmed that Ms. Myhre has maintained contact with the DLNR representative.

Mr. Smith said that communications should be in writing, with DWS receiving confirmation that DLNR receives communications from DWS.

Ms. Myhre agreed, and thanked Mr. Smith.

E. **MONTHLY PROGRESS REPORT:**

No discussion.

F. **REVIEW OF MONTHLY FINANCIAL STATEMENTS:**

No discussion.

G. POWER COST CHARGE:

The Power Cost Adjustment was discussed by the Board. Currently, the Power Cost Charge is \$1.68 per 1,000 gallons. The most recent Power Cost Charge is \$1.71, as of January 2010. A Public Hearing has been scheduled to receive testimony on the Power Cost Adjustment on March 23, 2010, at 9:45 a.m., before the Board meeting.

The Manager noted that DWS had put a range in the Public Notice regarding the Public Hearing.

Mr. Smith said that one of the outcomes could be that the February Power Cost Charge might come in very close to the current one, so the Board may decide to keep the Power Cost Charge where it is. If the Power Cost Charge rises by 10 or 15 cents, then the Board may decide to raise the PCC accordingly.

Mr. Sumada noted that by the time of the March 23 Public Hearing, February's Power Cost Charge will be available, and the Board can make a decision based on that figure.

The Manager said it was really good that the Board has given DWS the flexibility to adjust the Power Cost Charge. He said it was equitable and was good for the customers, too.

Mr. Meierdiercks asked if a Motion was needed to approve the Public Hearing and the parameters that would be published in the Public Notice.

Mr. Sumada said the Board last month had given the Department authority to set everything up, and that the reason the Public Hearing was being held in March was because there was not enough time for posting the Public Notice.

H. WATER RATE STUDY:

General and agriculture use water rates update from consultant RW Beck for discussion and action. Approved water rates will be presented at Public Hearings in Kona and Hilo, whose dates and venues will be announced.

By next month, DWS will have the rates from RW Beck, based on the input provided by the Board at last month's meeting.

Chairperson Mukai asked if Ms. Ann Hajnosz, the RW Beck representative, would be on hand for the Public Hearings.

The Manager confirmed that Ms. Hajnosz would be available for the two Public Hearings. The Department proactively asked Ms. Hajnosz what would be involved if the Board were to ask her to come back for a Board meeting prior to the Public Hearings.

Chairperson Mukai asked whether the Board will get to see what Ms. Hajnosz will present, prior to the Public Hearings.

Mr. Sumada confirmed that he would get something to give to the Board before the March 23, 2010, Board meeting. The information will include the proposed rates for the Public Hearings, some support for how Ms. Hajnosz came up with those rates, and the percentage increases for each of the components involved. He said that hopefully, at next month's meeting, the Board will approve the rates that she is to present at the Public Hearings,

which will be held sometime around April 13 or 14. Ms. Hajnosz suggested that time frame because she will be on Oahu at that time. Mr. Sumada said that the Public Hearings would be held in Hilo and in Kona. The Public Hearings will probably be at night, as they were the last time. He suggested that the Public Hearing in Kona be held at King Kamehameha's Kona Beach Hotel at 5:00 or 6:00 p.m., and the Hilo one at Aupuni Center. The hearings would be held on consecutive days, he added.

Chairperson Mukai said that he and Mr. Taniguchi were at a loss over how to explain the rates. He had a really hard time understanding it, and was worried that the public would have even more difficulty understanding it.

I. **MANAGER'S REPORT:**

The Manager prefaced his remarks with a report that Ms. Kanani Aton, the Department's Public Relations and Education Specialist, was doing video today in Kona with Rosey Rosenthal. The theme of the TV segment was to show what DWS is doing in Kona, amid some indication that DWS should be doing more to inform the public about Kona projects. The video will involve DWS personnel on location at tank sites, giving information about what DWS is doing. Mr. Inaba and Mr. Beck were slated to participate in the filming after the meeting, in a segment about the Palani Transmission project. The aim of the filming is to alleviate problems similar to the ones involving the Kahalu'u Shaft, and to show the public how many millions of dollars have gone toward improvements in the Kona water system.

The Manager then provided an update or status on the following:

- a. Update on use agreement on KIC wells – Not much to report, except that Mr. Wally Lau, a former KIC Board member who is now the County's Deputy Managing Director, met with the Manager. It appears that the KIC Board is discussing cooperation with DWS, and the Board will be calling DWS to resume discussions on how to make best use of KIC's three wells above Keauhou.
- b. Palani Road Transmission Project – The project is going reasonably well, and is on schedule so far. DWS personnel have met with the community to explain the project's benefits, and most of the community has been okay with it.
- c. Report on video-conferencing sites and costs – The Manager noted that Ms. Janet Snyder had done a lot of research into video-conferencing, finding that County sites in Kona and Waimea were not a problem. However, video-conferencing sites in Hilo proved to have problems. One issue raised by the County Council person in charge of video-conferencing was the unreliability of the video-conferencing and sound systems in the newly-renovated Council chambers. The other issue raised was that DWS is at the Council's mercy, and DWS could be bumped from using the Council facilities at short notice if there is a conflict. Mr. Smith asked about the Sunshine Law notice requirements, and said both DWS and the Council are subject to the same requirements about noticing meetings. The Manager said that both DWS and Council are subject to the same 7 days' notice for a special meeting, but in any case, DWS would get bumped, and then have to scramble to find another venue. If the meeting was slated for Hilo, of course, using the DWS Baseyard conference room would be no problem. Mr. Smith said the major concern was having the Kona members drive over for a special meeting that lasted only 10 or 15 minutes. The Manager agreed about special meetings being a reason to video-conference. He was amazed that there was no problem getting the Kona and Waimea video-conferencing

venues, but that there were lots of problems with Hilo. Chairperson Mukai asked about other County video-conferencing facilities. The Manager said there is the Prosecutor's Office, but the situation there is even worse, because it does not allow access to the public, and requires visitors to sign in and leave ID, etc. and the likelihood of being bumped is even worse. The Manager said that the person in charge of the Council's video facilities said that there are ongoing problems with the taping, video-conferencing, and sound systems. He noted that Ms. Garson pointed out last month that if one video site goes down, the meeting is cancelled, unless all of the Board is at one location, and a public notice tells the public that they will be attending at a video site at their own risk. Ms. Garson said that if one Board member is at another location, and the video goes down, the meeting is cancelled even if there is a quorum. The Manager said that if all of the members are at one site, the public notice will have to have to let the public know that they attend at the remote location at their own risk, because the video may go down. Chairperson Mukai said the reason why DWS is looking at video-conferencing is due to the inconvenience to Kona members who come in for a special meeting lasting only 10 minutes, and to try to reduce travel costs incurred when DWS staff go across the island for a meeting. The Manager said that the irony is that while video-conferencing sites in Kona or Waimea are not a problem, there is nobody from the public in attendance today (in Kona). He suggested that the Board normally hold its meetings in Hilo, and only hold meetings in Kona when there is an issue pertaining to the area which has generated a lot of public interest. Ms. Garson said that aside from the technical issues of using the Council facilities, the Board may consider holding its meetings on a different day of the week; for instance, on a Monday. She said that while the Council holds committee and regular meetings on Tuesdays, Wednesdays and/or Thursdays, she doubted that Mondays would present a conflict. The likelihood of getting bumped on a Monday may not be as great as getting bumped on a Tuesday, she said. The Manager suggested waiting until the Council irons out the problems with its video and sound systems. Ms. Garson noted that Mr. Reynolds experienced the technical glitches of the Council's video and sound systems during his confirmation. Mr. Reynolds confirmed this, saying that the Council Committee meeting was running behind, and he had to wait two hours, and it was horrible. The sound went out, then came back, and the Council people tried to adjust the sound and it would be too loud. Mr. Reynolds said that the video also was not very good, and so either the Council got a bad system and needs to get better technology -- or they need to get the system fixed. The secretary in the Kona Council office kept making excuses, but said the problems were par for the course, Mr. Reynolds said. He said the Board needed to sit for a while and experience a video conference to see what it is like. Mr. Harai jovially suggested boosting the mileage allowance. The Manager said he thought the Budget had decreased the mileage allowance. Mr. Taniguchi suggested to the Chairperson that the Board wait and see, and maybe use video-conferencing at the County site for those occasions when a special meeting arises that will last only 15 or 20 minutes. Mr. Harai said that in the case of a brief special meeting, the Kona members would not have to attend, provided that there is a quorum available. Ms. Garson noted that the special meeting (in January) was a rare instance, and in that particular instance, the Kona members really needed to attend, to make a quorum. Mr. Harai said he and Mr. Meierdiercks had no problem coming over to Hilo if it is a regular meeting. Mr. Taniguchi asked if

a phone conference was allowed. Ms. Garson said no, only a video conference was allowed. Mr. Beck asked about using Internet meeting sites. Mr. Taniguchi noted that his daughter uses Skype all the time, but it is only one person at a time. Chairperson Mukai suggested putting video-conferencing on the back burner and do more research, and hopefully the Council will perfect their systems. The Manager agreed, saying it was important for the Council to have everything running smoothly for their meetings.

- d. Recognition of Retiree – The Manager noted that DWS engineer Mr. William Atkins, based in Hilo, is retiring at the end of this month, after about 20 years in service. Mr. Inaba said Mr. Atkins chose not to attend the meeting. The Manager said that the Department, as long as it can manage, does not intend to fill this position, in an effort to save money.

Mr. Harai asked about the Hawaiian Ocean View Estates project. The Manager said a lot of work has been done on this project. Council member Mr. Guy Enriques had a meeting with the community in Ocean View last weekend. DWS provided a lot of information regarding the project for Mr. Enriques. To allay apparent doubts about how the \$6.4 million in project money was being spent, DWS provided detailed information on the proposals, the consultant fees, changes, etc. Ms. Garson asked that this Item be put on next month's Agenda. Chairperson Mukai agreed that it should be agendized.

Mr. Smith thanked the Manager for the outreach that DWS does for the community. He noted that Ms. Aton was taking Mr. Smith's daughter's class from Hawai'i Preparatory Academy (HPA) on a field trip to the Waimea Water Treatment Plant and the reservoirs. He expressed appreciation to the Manager for granting an exception to the voluntary water restrictions for the benefit of HPA's graduating class, to enable them to hold their Grad Night carwash fundraiser. He asked the Manager to include an update on the Legislative Audit in his Manager's Report next month. He reported that he had recently attended a Kona community meeting, where resident Mr. Fred Housel thanked DWS for their efforts to solve dust and other problems related to the Palani Transmission project. Mr. Smith asked the Manager and Chairperson Mukai to follow up with the Mayor on filling the Board vacancies. The Manager said the Mayor had three names, but that the nominations had not gone to the County Council so far. Regarding outreach, the Manager said that Ms. Aton and her Kauai counterpart will be holding a water education training workshop for teachers in March.

J. **CHAIRPERSON'S REPORT:**

Chairperson Mukai once again welcomed Mr. Reynolds to the Water Board.

He noted that the national water conference is coming up in June. Under the newly-adopted travel policy, only three Board members will be attending the conference: Mr. Taniguchi, the Chairperson, and possibly Mr. Lindsey.

The Manager said that the conference booklets will be sent to the members as soon as the booklets arrive.

ANNOUNCEMENTS:

1. **Next Meeting:**

The next meeting of the Water Board will be held on March 23, 2010, at 10:00 a.m. at the Department of Water Supply, Operations Center Conference Room, 889 Leilani Street, Hilo.

Preceding the regular meeting, there will be a Public Hearing on the Budgets at 9:30 a.m., followed by a Public Hearing on the Power Cost Charge at 9:45 a.m.

2. **Following Meeting:**

The following meeting of the Water Board will be held on April 27, 2010, at 10:00 a.m.

Chairperson Mukai asked where the April meeting should be held.

Mr. Meierdiercks proposed holding the meeting at the Hilo Operations Center conference room, and the rest of the members agreed.

The Manager suggested holding a meeting in Ocean View when the pipeline is laid, which would be sometime in the third quarter of the year.

STATEMENTS FROM THE PUBLIC:

None.

ADJOURNMENT:

Chairperson Mukai called for a Motion to adjourn. Mr. Smith so moved; seconded by Mr. Meierdiercks, and approved unanimously by voice vote. The Meeting adjourned at 11:41 a.m.

Senior Clerk-Stenographer

Anyone who requires an auxiliary aid or service for effective communication or a modification of policies or procedures to participate in this Water Board Meeting should contact Doreen Shiota, Secretary, at 961-8050 as soon as possible, but no later than five days before the scheduled meeting.

The Department of Water Supply is an Equal Opportunity provider and employer.

Notice to Lobbyists: If you are a lobbyist, you must register with the Hawai'i County Clerk within five days of becoming a lobbyist. {Article 15, Section 2-91.3(b), Hawai'i County Code} A lobbyist means "any individual engaged for pay or other consideration who spends more than five hours in any month or \$275 in any six-month period for the purpose of attempting to influence legislative or administrative action by communicating or urging others to communicate with public officials." {Article 15, Section 2-91.3(a)(6), Hawai'i County Code} Registration forms and expenditure report documents are available at the Office of the County Clerk-Council, Hilo, Hawai'i.