

**MINUTES**

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

October 25, 2016

Hilo Operations Conference Room, 889 Leilani Street, Hilo, HI

MEMBERS PRESENT: Mr. Craig Takamine, Chairperson  
Mr. Leningrad Elarionoff  
Ms. Brenda Iokepa-Moses  
Ms. Susan Lee Loy  
Mr. Jay Uyeda  
Ms. Kanoe Wilson  
Mr. Keith K. Okamoto, Manager-Chief Engineer, Department of Water Supply (ex-officio member)

ABSENT: Mr. Russell Arikawa, Vice-Chairperson  
Mr. Bryant Balog, Water Board Member  
Mr. Duane Kanuha, Director, Planning Department (ex-officio member)  
Mr. Warren Lee, Director, Department of Public Works (ex-officio member)

OTHERS PRESENT: Ms. Amy Self, Deputy Corporation Counsel

Department of Water Supply Staff

Mr. Kawika Uyehara, Deputy  
Ms. Janet Snyder, Information and Education Specialist  
Mr. Kurt Inaba, Engineering Division Head  
Mr. Richard Sumada, Waterworks Controller  
Mr. Daryl Ikeda, Chief of Operations  
Mr. Clyde Young, Operations Division  
Mr. Eric Takamoto, Operations Division  
Mr. Warren Ching, Operations Division

- 1) CALL TO ORDER – Chairperson Takamine called the meeting to order at 10:00 a.m.
- 2) STATEMENTS FROM THE PUBLIC - None
- 3) APPROVAL OF MINUTES – **ACTION:** Mr. Uyeda moved to approve the Minutes of the September 27, 2016, Public Hearing on the Power Cost Charge, and the Minutes of the September 27, regular Water Board Meeting; seconded by Ms. Wilson and carried unanimously by voice vote.
- 4) APPROVAL OF ADDENDUM AND/OR SUPPLEMENTAL AGENDA – None
- 5) **NORTH HILO:**

**A. JOB NO. 2015-1038, LAUPĀHOEHOE DEEPWELL A REPAIR – TIME EXTENSION:**

The contractor, Derrick’s Well Drilling & Pump Services, LLC, is requesting a contract time extension of 142 calendar days. Staff has reviewed the request and is recommending approval of 142 calendar

days, as the Department gave notice to the contractor on June 13, 2016, to suspend work to avoid logistical conflicts with another concurrent project as a matter of safety and to avoid unnecessary delays caused by scheduling conflicts between the two projects. This delay was beyond the control of the contractor. The Department will be issuing the contractor a notice to resume work on November 1, 2016.

The Manager-Chief Engineer recommended that the Board approve a contract time extension of 142 calendar days to Derrick’s Well Drilling & Pump Services, LLC, for JOB NO. 2015-1038, LAUPĀHOEHOE DEEPWELL A REPAIR. If approved, the contract completion date will be revised from September 2, 2016, to January 21, 2017.

MOTION: Ms. Iokepa-Moses moved to approve; seconded by Mr. Uyeda.

The Manager-Chief Engineer explained that this is related to the Department’s CIP project, a tank replacement and upgrade. This Deepwell A was in need of repair, and the Department bid it out. It was hoped this work could be done with the CIP project concurrently; however, for safety reasons, it was not feasible. The CIP tank replacement and upgrade project is almost complete.

Mr. Inaba explained that the pre-final was yesterday.

The Manager-Chief Engineer stated that this repair can now proceed. The Department had asked Derrick’s Well Drilling to pause until the CIP tank replacement and upgrade was complete, and out of the way.

Mr. Elarionoff asked why the term calendar days is used instead of work days.

The Manager-Chief Engineer explained that staff evaluates based on working days; but for Board purposes, it is translated into calendar days so the revised completion date can be shown.

ACTION: Motion carried unanimously by voice vote.

6) PUNA:

A. **JOB NO. 2016-1054, ‘ŌLA‘A #6 DEEPWELL REPAIR:**

This project consists of replacing the existing deep well submersible pump and motor, column pipe, column couplings and all appurtenant materials; chlorination of well and pumping assembly; and completion of a pump efficiency test.

Bids for this project were opened on October 13, 2016, at 2:00 p.m., and the following are the bid results:

<b>Bidder</b>	<b>Bid Amount</b>
Derrick’s Well Drilling & Pump Services, LLC	\$229,000.00
Beylik Drilling & Pump Service, Inc.	\$292,000.00

Project Costs:

1) Low Bidder (Derrick’s Well Drilling & Pump Services, LLC)	\$ 229,000.00
2) Construction Contingency (10%)	\$ 22,900.00
<b>Total Cost:</b>	<b><u>\$ 251,900.00</u></b>

Funding for this project will be from DWS’s CIP Budget under Deepwell Pump Replacement. The contractor will have 270 calendar days to complete this project. The Engineering estimate for this project was \$168,000.00.

The Manager-Chief Engineer recommended that the Board award the contract for JOB NO. 2016-1054, 'OLA'A #6 DEEPWELL REPAIR, to the lowest responsible bidder, Derrick's Well Drilling & Pump Services, LLC, for their bid amount of \$229,000.00, plus \$22,900.00 for construction contingency, for a total contract amount of **\$251,900.00**. It is further recommended 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: Ms. Wilson moved to approve; seconded by Ms. Iokepa-Moses.

The Manager-Chief Engineer explained that this is another well repair project, in the Puna District. Bids came in a little higher than the project estimate. The lion's share of the excess amount over the engineering estimate was due to a higher-than-expected pump cost. The Department did some research into the reason for the cost difference. Mr. Warren Ching spoke to the pump vendor; the vendor explained that a pump for this size of well is 14 inches, which is fairly large. A lot of the higher cost came from the casting company, which is subject to materials costs and the state of the market itself. The prices fluctuate, he said.

Ms. Wilson asked what would cause that fluctuation.

Mr. Ching replied that it is because the market is saturated at this time, meaning demand is high, versus supply.

The Manager-Chief Engineer added that the cost of steel is high as well. It seemed like a reasonable explanation, he said. The Department wants to proceed with this project; the only other well is Ola'a No. 3, near Kamehameha Schools, which is operating without a backup. The Department believes it is still prudent to do this project, even though the cost is above estimate.

Mr. Uyeda asked if there was another Ola'a project that was brought online.

The Manager-Chief Engineer replied that this is the one. The Deputy added that the first phase was in 2012, and the well was accepted in 2014. The Manager-Chief Engineer noted that this is not a very long interval for a repair of this kind to be needed. It appears that the pump is affected, because DWS is getting reduced output; it appears that it is a pump-wearing issue.

Mr. Ching said that the impeller in the bowl could have come loose in the shaft; therefore, DWS is losing that amount of capacity.

Mr. Uyeda asked whether this repair would involve any difference in the specifications from the original installation.

Mr. Ching replied that this is a typical repair; there were no new features. DWS would like to believe that the workmanship is there, as far as the pump assembly. There are a number of things that could be involved here.

Mr. Uyeda asked who the vendor was.

Mr. Ching replied it is National Pump.

Mr. Elarionoff stated that it seems like the argument that DWS made for the price increase supports the idea of *standardizing* the pumps, instead of customizing them.

The Manager-Chief Engineer stated that it would be ideal if DWS could standardize all of the pumps; however, each system is different. Capacities differ; each pump bowl and impeller is customized for each location. DWS tries to set the service zones at approximately 300-foot elevation differences, in order to maintain DWS's standard pressure in the pipeline of between 40 to 100 psi. Unfortunately,

various factors come into play when designing a pump, such as head loss, etc.; this varies from pump to pump. Virtually every pump bowl and impeller is custom-designed to suit each location. DWS could conceivably standardize the pumps, but would lose out on efficiency, amid what DWS pays for electrical costs. DWS tries to maintain a certain threshold for efficiency, in the high 70's.

Mr. Ching noted that larger pumps tend to be more efficient, with larger capacities going through them. The efficiency tends to be in the high 70's to low 80's. A lot of the customization involves the impellers, he said. The diameter is tailored to the specific needs. If DWS were to standardize, it would lose out on some efficiency; DWS would be unable to get the amount of specific gallons per minute (gpm) that it needs, and which the Commission on Water Resource Management (CWRM) requires of the Department in terms of how much water that DWS draws from the aquifer. If DWS were to oversize its pumps, DWS would draw more water than what was agreed to with CWRM.

The Manager-Chief Engineer said that DWS could ask CWRM for more, as long as it is reasonable. DWS does a 96-hour pump test when it does an exploratory well, to show that the pumping rate is sustainable. When DWS does a well repair, the Department tries to put back what it took out, the Manager-Chief Engineer said. To seek to pump more than agreed-upon amounts means going through extra procedural bureaucracy.

Mr. Elarionoff said that he still had his doubts.

The Manager-Chief Engineer said that if DWS could put in off-the-shelf pumps, it would, but it would mean living with reduced efficiencies. With DWS paying tens of thousands of dollars monthly in electricity bills, efficiency makes a major difference to the Department.

ACTION: Motion was carried unanimously by voice vote.

*(Messrs. Ching and Young left the meeting at 10:16 a.m.)*

7) SOUTH KOHALA:

A. **JOB NO. 2010-964, WAIMEA WATER TREATMENT PLANT COMPLIANCE UPGRADES PHASE 2 – TIME EXTENSION:**

The contractor, Bodell Construction Company, is requesting a contract time extension of 60 additional calendar days due to the following reasons.

DWS' direction to delay demolition of basins #3 & #4	=	36 days
Additional excavation due to existing soil conditions	=	10 days
Additional work caused by heavy rains during Hurricane Madeline	=	14 days
		<u>60 days</u>

Staff has reviewed the request and is recommending approval of 60 calendar days, since these delays were beyond the contractor's control and affected the project's critical path activities.

The Manager-Chief Engineer recommended that the Board approve a contract time extension of 60 calendar days to Bodell Construction Company, for JOB NO. 2010-964, WAIMEA WATER TREATMENT PLANT COMPLIANCE UPGRADES PHASE 2. If approved, the contract completion date will be revised from June 11, 2017, to August 10, 2017.

MOTION: Ms. Wilson moved to approve; seconded by Ms. Iokepa-Moses.

The Deputy explained that there were collectively three reasons for the time extension. The first reason is that DWS directed the contractor to hold off on the demolition of Basins #3 and #4, because DWS needed Basins #1 and #2 to be operable to meet the water needs of the community. There were

some issues with Basin #1, so DWS sought to keep Basins #3 and #4 online until Basin #1 could get fixed. The other two requests for time extension are due to unforeseen conditions. One of them involves the existing soils under the proposed footing which needed to be excavated, and back-filled properly. There was also weather-related damage due to heavy rains. The Deputy noted that the contractor was again requesting 37 extra days; this was in their first request, which DWS denied because it was not on the critical path for the project.

Mr. Elarionoff asked what was meant by the phrase “critical path activities.”

The Deputy said that at the start of a project, DWS asks the contractor for his construction schedule, from the Notice to Proceed to the end date. Within that construction schedule, the contractor identifies the critical path, which means construction activities that must be done on schedule, in order for the contractor to meet the completion date.

Ms. Lee Loy noted that DWS is only giving the contractor 60 days, although they requested 97 days; she asked where the 37 days went.

The Deputy said that the contractor has to fit his work to meet that August 10 completion date. The Department said they believe it is doable. After reviewing what the contractor was asking those 37 days for, DWS found that those activities were not on the critical path.

Ms. Lee Loy asked whether the contractor would be assessed liquidated damages if they go past August 10.

The Deputy confirmed this.

Ms. Wilson asked for confirmation that the contractor was asking a second time for the 37 days that they had been denied.

The Deputy said that the original request was for 119 days, of which 37 days were denied.

Mr. Uyeda noted that the time extension pushes the completion date close to the end of summer, a warm time of year. He asked whether DWS would have enough capacity during this period.

The Deputy said that DWS always watches the raw water levels. He noted that Waimea Well is up and running, and DWS is working to complete Parker Ranch Well repairs. Meanwhile, DWS monitors the water levels daily.

The Manager-Chief Engineer said that DWS gets daily reports on the raw water levels at all of its reservoirs, which indicate whether the situation is becoming a concern. If levels get to that point, DWS reaches out to remind the residents to conserve.

ACTION: Motion was carried unanimously by voice vote.

**B. LĀLĀMILO WINDFARM RENEWABLE ENERGY SERVICE AND POWER PURCHASE AGREEMENT - PROPOSED SECOND AMENDMENT:**

The contractor, Lālāmilo Wind Company LLC (LWC), has completed the installation of the five windmill towers and related improvements and is entering into the testing phase of the contract. During this testing phase, the contractor is proposing to operate the windmills on its own volition, during daylight hours, more specifically, from approximately one hour after sunrise until approximately one hour prior to sunset. During the test period operation, LWC is proposing to provide the power it is generating to the DWS pumps and that DWS would be able to purchase the power at the rate established in Exhibit C of the First Amendment for the first five-year term. This will not affect the actual term of the contract which will commence when the test period operation is complete and the

Habitat Conservation Plan and Incidental Take Permit is complete. During this period, the energy commencement date as well as the energy delivery requirement will not be applicable. Other than what is amended by this proposal, the original Power Purchase Agreement and First Amendment would continue to remain in effect.

The Manager-Chief Engineer recommended that the Water Board approve the “Second Amendment to Renewable Energy Service and Power Purchase Agreement” subject to the approval of the Corporation Counsel and that either the Chairperson or the Vice-Chairperson be authorized to sign the document.

MOTION: Ms. Lee Loy moved to approve; seconded by Ms. Wilson.

The Manager-Chief Engineer said the gist of this request is to allow DWS to utilize the Windfarm, even though the contractor has not yet been able to secure a full clearance to conduct full operations; it is still waiting for U.S. Fish and Wildlife and the State Department of Forestry to give their approval of the Habitat Conservation Plan and the Incidental Take Permit, related to endangered species of birds and bats. Approval should happen soon; the contractor submitted the report a while ago, but it just has not been finalized and approved, he said. However, the contractor did get approval to operate during daytime hours. DWS feels that it is the best interests of all concerned to be able to take advantage of reduced electrical costs in the meantime, the Manager-Chief Engineer said. By so doing, DWS can push back the official Commercial Operation Date, which is basically the starting point for the Power Purchase Agreement term. It would also be the date that establishes when liquidated damages can be assessed, he said. DWS believes it is in the best interests of both parties to start generating power during daytime hours, to obtain DWS’s electrical needs for the wells in the area.

Mr. Elarionoff asked what “Environmental Expenditures” mentioned in the agreement meant.

The Manager-Chief Engineer said that it was part of the First Agreement, under which DWS negotiated the Power Purchase Agreement cost for the power. There was the need to fulfill Endangered Species/Environmental Requirements, and DWS negotiated with the contractor on additional costs for that. DWS is obligated to pay the contractor these Environmental Expenditures over the life of the Power Cost Agreement, he said.

Mr. Elarionoff asked for confirmation that these expenditures regarding the birds, etc., were ongoing.

The Manager-Chief Engineer said yes. The contractor tacked those costs onto the cost per kilowatt-hour, based on their estimate of the cost to hire consultants that they would need to do the initial plan, as well as the ongoing monitoring/surveying of the bird and bat take. As long as the windmills are spinning, the contractor is obligated to monitor and survey the take; this involves locating carcasses, etc. Staff must be retained to do the ongoing monitoring and surveying, he said.

Mr. Elarionoff asked what the contractor did to mitigate the take.

The Manager-Chief Engineer said that the contractor worked to convince the pertinent government agencies that they had put in mitigation measures, such as staggering the location of the wind turbines. The turbines are spaced apart from each other, so that they are not like a fence line. In addition, the turbines will only be activated when the wind speeds are beyond which birds and bats do not like to fly in.

Mr. Inaba said another mitigation measure is that the lights at the facility face down, so as not to attract bugs, which in turn would draw bats.

Ms. Wilson asked if there were other factors besides the Habitat Conservation Plan and the Incidental Take Permit in play here.

The Manager-Chief Engineer said those were the primary factors in play.

Ms. Wilson asked what the time frame for approval would be.

Mr. Jeff Zimpfer of the U.S. National Park Service, sitting in the audience, said that such permitting can take a long time.

The Manager-Chief Engineer said that DWS is hopeful, because the contractor has already gotten verbal approval to operate during daytime hours. DWS thinks that approval could come in early 2017.

Mr. Inaba said that ultimately, the final approval will come from the State Department of Land and Natural Resources. The final approval will come at an actual meeting of the Board of Land and Natural Resources (BLNR), he said.

The Manager-Chief Engineer agreed, saying that it would depend on when this can actually get on the BLNR Agenda.

Ms. Wilson asked whether the consultants were the ones who said that daytime operation posed minimal risk.

The Manager-Chief Engineer said it was not just the consultants; it was in consultation with U.S. Fish and Wildlife and the State Division of Forestry and Wildlife (DOFAW).

Ms. Lee Loy said she wanted to hear a little bit more about when the Commercial Operation Date would kick in.

The Manager-Chief Engineer said that under the Power Purchase Agreement, a lot of things hinge on the Commercial Operation Date. That is the date that establishes when the term of the Agreement starts; i.e., when the 20-year term of the Agreement commences. The date also establishes when the contractor was supposed to be done with construction; from that date, the contractor will be subject to liquidated damages. He said it was almost like a contract completion date found in regular CIP projects. This Agreement is also almost like a time extension request. DWS wanted to push this date back because the Department did not want to wait until it got full clearance; it wants to buy cheaper power at least part of the day now. The Commercial Operation Date also triggers a "Contract Energy Provision," whereby the contractor provides DWS with at least a minimum amount of power throughout the year. That amount is specified as 7,620 megawatt-hours per year. By running the turbines only during the daytime hours, the contractor might run the risk of failing to fulfill that obligation of the contract; the contractor would be in breach of contract, the Manager-Chief Engineer said.

Ms. Lee Loy asked if DWS could then assess liquidated damages.

The Manager-Chief Engineer said that if the contractor failed to meet the contract energy provision requirements, there would be some kind of calculation.

Mr. Inaba confirmed that it would be a calculation or a formula.

Ms. Lee Loy said that she was concerned for DWS's customers, and worried that the power cost charge might fluctuate markedly to the point that customers complain.

The Manager-Chief Engineer said that the expectation was that as soon as DWS can buy cheaper power, it will be to the benefit of the customers – even if it is only during the daytime hours. He acknowledged that it would not be as significant as if DWS could buy power 24/7.

Ms. Lee Loy asked if there were certain months where power production would be prohibited, due to bat pupping season, etc.

Mr. Inaba said that prohibition only applied when the contractor was grubbing, and possibly disturbing bat pupping areas.

Ms. Lee Loy said that she recalled that the prohibition was for September through November. She asked if the wind farm can operate 12 months a year.

Mr. Inaba confirmed this.

Mr. Uyeda asked if HELCO would charge more with DWS going on and off the grid by running part-time.

The Manager-Chief Engineer said this was not supposed to make a difference.

Mr. Inaba said that there are a couple of agreements between the Wind Farm and HELCO.

The Manager-Chief Engineer said the bottom line is that HELCO is not going to take any wind energy. He said that HELCO put in curtailment provisions whereby if HELCO needs DWS to use their power, they can force DWS not to use wind power. The fact is that with all of the photovoltaic (PV) power coming into their system, HELCO needs DWS to pump during those times – so that DWS can draw on their system. By so doing, HELCO is not overloaded with PV power, he said.

Mr. Uyeda said he shared Ms. Lee Loy's concern for the customers.

The Manager-Chief Engineer said that bottom line, the sooner DWS can buy this cheaper power, the better for the customer.

ACTION: Motion carried unanimously by voice vote.

*(Mr. Takamoto left the meeting.)*

8) MISCELLANEOUS:

A. **UPDATE RE: NATIONAL PARKS SERVICE'S PETITION TO DESIGNATE KEAUHOU AQUIFER AS A GROUND WATER MANAGEMENT AREA:**

The Manager-Chief Engineer reported that the Commission on Water Resource Management (CWRM) asked DWS to provide information related to the petition by the end of May 2015, and DWS did so. CWRM also wants to see the Department's Water Use and Development Plan Update; DWS plans to submit its Phase 2 Update by either the end of October or early November. He noted that DWS already submitted its Phase 1 Update in August 2015. CWRM has been sitting on the Phase 1 Update, in anticipation of the Phase 2 Update. CWRM will vet the Phase 2 Update; DWS plans to do a briefing to explain the findings of the Phase 2 Update at the November 15 CWRM meeting on Oahu, he said. Following that, DWS is slated to submit a packaged Phase 1 and 2 by the end of this year. This document will be what the Commission will take for final approval/action on the petition sometime early next year. The Manager-Chief Engineer said he was unaware that CWRM was awaiting any studies by other entities to weigh in on the original petition to designate. He was sure that DWS has been meeting its obligations in providing any and all additional information requested by CWRM.

Ms. Lee Loy asked how DWS's public informational meeting on the Phase 2 Update went; she noted that it included a cultural component.

The Manager-Chief Engineer said that the Phase 2 Update did include an Environmental/Cultural component, as well as a source development strategy. The presentation was in Kona last month, and the feedback was fairly good. DWS received some email comments, etc., and would be incorporating that as appropriate in its revised Phase 2 Update that it will submit to CWRM by the end of October or early

November. The meeting was held to reach out to the community, and to give the public an opportunity to hear what DWS had drafted so far, and to provide feedback. DWS is approaching it as something akin to a little draft Environmental Assessment, whereby it is out there for public review and comments.

Ms. Lee Loy asked if it would be submitted as Phase 1/Phase 2, or as a comprehensive Water Use and Development Plan.

The Manager-Chief Engineer said the next submittal will be the Phase 2 Update; the Phase 1 Update was already submitted last year. If the Phase 2 Update looks good to the Commission, then DWS can put Phase 1 and Phase 2 together in a neat package for submittal to CWRM by the end of this year. The idea is that CWRM will take that report, bundling Phases 1 and 2, for their formal action on the petition, he said.

Ms. Wilson asked how many stakeholders attended the meeting.

The Manager-Chief Engineer estimated that it was a fairly good-sized group of at least 30 people. There were developers as well as cultural practitioners among the audience. The turnout was about what DWS expected.

Ms. Iokepa-Moses asked if anyone recorded the meeting on their phones.

The Manager-Chief Engineer said that some people in the audience, including cultural practitioners, were videotaping. He noted that Ms. Snyder took a lot of notes.

**B. EXECUTIVE SESSION RE: NATIONAL PARKS SERVICE'S PETITION TO DESIGNATE KEAUHOU AQUIFER AS A GROUND WATER MANAGEMENT AREA:**

Executive Session was not held.

**C. MONTHLY PROGRESS REPORT:**

The Manager-Chief Engineer said that DWS will hold a community meeting regarding the Santos Lane and Nohea Street G.I. Pipeline and Service Lateral Replacement project on November 22. This meeting will be more like a focus group, and the meeting notices will be hand-carried to the residents on those two streets. The purpose of the meeting is to give an update on the project status, and to inform the residents how it may impact them throughout the course of the project.

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

No discussion.

**E. MANAGER-CHIEF ENGINEER'S REPORT:**

The Manager-Chief Engineer introduced Ms. Lauren Oie, Engineering Support Technician III with DWS's Microlab, as the Employee of the Quarter for the third quarter of 2016. He noted that Ms. Oie is DWS's custodian of records, and she plays a vital role in keeping DWS on the right path in terms of water quality, and in compliance with all of the myriad laws and rules set down by the State Safe Drinking Water Branch and the Environmental Protection Agency. For 19 years, Ms. Oie has kept a vigilant eye to ensure that DWS reports on water quality to the various agencies on deadline.

The Deputy said that Ms. Oie manages years of data, and makes sure it is retrievable; Ms. Oie was instrumental in developing a Sample Collection Reservation System online, which is used by all water purveyors in the State.

Mr. Inaba expressed appreciation for Ms. Oie's willing compliance with his requests for chloride samples, etc. The Microlab keeps track of a huge volume of samples, he said.

The Manager-Chief Engineer said that beyond the volumes of compliance required, DWS does additional monitoring and sampling, to see how DWS's system is operating vis a vis the aquifer. He noted that DWS did additional chloride sampling to see how the Palani Transmission system affected Kailua-Kona. He said that Ms. Oie is an extremely valuable person for both the Department and its customers.

F. **EXECUTIVE SESSION:**

The Board convened an executive meeting to consider the evaluation and compensation of the Manager-Chief Engineer, as authorized by Hawai'i Revised Statutes (HRS), Sections 92-4, and 92-5(a)(2), 92-5(a)(4) and Hawai'i County Charter Section 13-20(b), where consideration of matters affecting privacy were involved, and for the purpose of consulting with the Water Board's attorney on questions and issues pertaining to the Water Board's powers, duties, privileges, immunities, and liabilities. A two-thirds vote, pursuant to HRS Section 92-4, is necessary to hold an executive meeting.

**ACTION:** Ms. Iokepa-Moses moved to convene the Executive Session; seconded by Ms. Lee Loy, and carried unanimously by voice vote.

*(Executive Session opened at 10:55 a.m., and closed at 11:22 a.m. Both the Manager-Chief Engineer and the Deputy attended.)*

G. **MANAGER-CHIEF ENGINEER'S EVALUATION FOR CALENDAR YEAR 2016:**

Chairperson Takamine noted that the Board had requested some data for next month's meeting, where the Board will discuss the Manager-Chief Engineer's evaluation, as well as compensation for the Manager-Chief Engineer and the Deputy.

H. **CHAIRPERSON'S REPORT:**

Chairperson Takamine reported that he and Ms. Wilson represented the Board at the recent Lālāmilo Wind Farm dedication ceremony. He expressed hopes that DWS will be undertaking more projects like this.

The Manager-Chief Engineer said that is the Department's goal. He invited any interested Board members to visit the Wind Farm.

Chairperson Takamine said that he was continuing to work with the Department to seek State funding for core projects, by making overtures to key legislators ahead of the upcoming Legislative Session.

Ms. Lee Loy drew the Board's attention to the recent performances of "H2O," a play performed by the Honolulu Theater for Youth which was offered to East Hawai'i elementary students. She praised the show for offering so much great information about water resources and water conservation, in terms that young school kids could understand and enjoy.

The Manager-Chief Engineer said that the play was being performed this week in West Hawai'i.

Ms. Lee Loy thanked the Manager-Chief Engineer and the Deputy for their cameo roles as "water heroes."

9) **ANNOUNCEMENTS:**

1. **Next Regular Meeting:**

The next meeting of the Water Board is scheduled for 10:00 a.m. on November 22, 2016, at the West Hawai'i Civic Center, Community Center (Building G), 74-5044 Ane Keohokalole Highway, Kailua-Kona, HI.

2. **Following Meeting:**

The following meeting of the Water Board will be held at 10:00 a.m. on December 20, 2016, at the Department of Water, Hilo Operations Center, 889 Leilani Street, Hilo, HI.

10) **ADJOURNMENT**

**ACTION:** Ms. Lee Loy moved to adjourn the meeting; seconded by Ms. Wilson and carried unanimously by voice vote. Meeting adjourned at 11:28 a.m.

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(For Secretary) Information and Education Specialist