

MINUTES

DEPARTMENT OF WATER SUPPLY

COUNTY OF HAWAI'I

WATER BOARD MEETING

January 24, 2023

Department of Water Supply, Hilo Operations Baseyard, 889 Leilani Street, Hilo, HI

MEMBERS PRESENT: Mr. Steven Hirakami, Chairperson (**CHAIR SH**)
Mr. Stephen Kawena Lopez, Vice-Chairperson (**SKL**)
Mr. David De Luz, Jr., (**DD**)
Mr. Michael Pono Kekela (**MPK**)
Ms. Kea Keolanui (**KK**)
Mr. Benjamin Ney (**BN**)
Mr. Kenneth Sugai (**KS**)
Mr. Keith K. Okamoto, Manager-Chief Engineer,
Department of Water Supply (ex-officio member)

ABSENT: Mr. Michael Bell, Water Board Member
Ms. Julie Hugo, Water Board Member
Director, Planning Department (ex-officio member)
Director, Department of Public Works (ex-officio member)

OTHERS PRESENT: Ms. Diana Mellon-Lacey, Deputy Corporation Counsel (**DML**)
Ms. Lerisa Heroldt, Deputy Corporation Counsel (**LH**)
Mr. Jonathan Mitchell, Parker Ranch Rep
Mr. Bill Moore, Parker Ranch Rep
Ms. Onaona Thoene, Esq., Parker Ranch Rep

DEPARTMENT OF WATER SUPPLY STAFF:

Mr. Kawika Uyehara, Deputy
Mr. Kurt Inaba, Engineering Division Head
Ms. Candace Gray, Waterworks Controller
Mr. Gregory Goodale, Chief of Operations
Mr. Eric Takamoto, Operations Division
Mr. Warren Ching, Energy Management Specialist
Mr. Alvin Inouye, Operations Superintendent
Ms. Gwen Sako, Administration Division

- 1) CALL TO ORDER – Chairperson Hirakami called the meeting to order at 10:00 a.m.
A quorum of seven members were in attendance.
- 2) STATEMENTS FROM THE PUBLIC – There were no statements from the public.

3) APPROVAL OF MINUTES:

Action: Mr. Sugai moved to approve the Minutes of the December 20, 2022, Public Hearing on the Power Cost Charge, was seconded by Mr. Ney and carried unanimously by voice vote.

Action: Mr. Ney moved to approve the Minutes of the December 20, 2022, Water Board Meeting, was seconded by Mr. Kekela and carried unanimously by voice vote.

Verbatim Minutes begin.

CHAIR SH: Okay. Do we have any statements from the public?

KEITH OKAMOTO: No Mr. Chair.

CHAIR SH: Seeing none, we'll go to **Item No. 3, Approval of Minutes.** I'm sure you got to read the short minutes of **December 20, 2022. Public Hearing on the Power Cost Charge. Do I have a motion to approve?**

KS: So Moved.

BN: Second.

KEITH OKAMOTO: So yeah, just as a reminder, because we don't have Doreen. And we're going to have to do transcription off of these recordings. If you guys can acknowledge your name, when you make the motion and make the second and even when we're going through discussion. We're going to do Zoom style. Maybe...up to the Chair, to be acknowledged by the Chair. And then you can say, okay, board member Kekela, or something, so we know who's talking basically.

CHAIR SH: So, Ken so moved, and seconded by Ben. Those can be some so moved and seconded by Ben.

Okay, **it's been moved and seconded that we accept the minutes.**

Is there any discussion? Hearing none.

All in favor? Say Aye.

Any opposed? (none)

Motion passes.

And we move down to the **Minutes of the December 20th Water Board meeting. Do I have a motion to accept the minutes?**

BN: So moved.

MPK: Second.

CHAIR SH: Ben moved and Pono seconded. Okay, is there any...It's been moved and seconded. **Do we have any discussion? Hearing none. All in favor?**

Unanimous: Ayes.

CHAIR SH: All Oppose? (none)

Motion passes.

CHAIR SH: I'd like to do a little bit of...for everybody else's sake to go around starting with Kenneth saying what district you represent. And just to remind us because we have nine members representing the nine districts.

KS: Ken Sugai. I represent Ka'u and South Kona District 6.

DD: David DeLuz Jr. and I represent District 3.

MPK: Pono Kekela. I represent District 4.

SKL: Steve Lopez, District 8, North Kona.

CHAIR SH: Steve Hiramami, I'm representing the former District 5. which is, by the way, for some reason in the old districting that just got corrected. Kalapana where I've lived for 50 years was put into District 5, which is upper Puna. So, for some reason I was at Ka'u district listed in Kalapana. Kalapana and Opihikao were strangely put into upper Puna.

SKL: Redistricting had good reason for that.

DML: Diana Mellon-Lacey, Deputy Corporation Counsel.

KK: Aloha.Kea Keolanui, District 1, Hamakua.

BN: Benjamin Ney, District 9, North Kohala, Waimea, I just got Mauna Lani and up to part of Hamakua.

CHAIR SH: Oh, good job,

BN: A big district.

4) **APPROVAL OF ADDENDUM AND/OR SUPPLEMENTAL AGENDA - none**

CHAIR SH: Item No. 4, Approval of the Addendum and/or Supplemental Agenda, if necessary? I don't see any. So, moving on to Item No. 5, North Kona. Do we have any testimony for this item? Seeing none.

Item A Job Number 2022-1205, Palani Deepwell Repair. This project generally consists of furnishing all labor materials, tools and equipment necessary to remove the existing pump, motor, and column assembly; install new submersible pump, slimline motor, column assembly, power cable sounding tubes, and all appurtenant materials; chlorination of the well and pumping assembly; daily clean-up of

the job site at the conclusion of each work day; complete an efficiency test; and perform all incidental work necessary to complete repair in accordance with the specifications.

Bids for this project were open on January 12, 2023, and 2:30pm and the following are the BID results. And as you can see by the chart, first bidder was Beylik/Energetic A JV, Bid Amount is \$649,770 and other bidder was Derrick's Well Drilling and Pump Services LLC at \$595,000. The project costs 1) Low bidder, Derrick's Well Drilling and Pump Services, LLC \$595,000 and, 2) Contingencies at 10% of \$59,500. Total costs \$654,500. Funding for this project will be from Department of Water Supply's CIP Budget Capital Improvement Budget Under Deepwell Pump Replacement. The contractor will have 90 calendar days for Part A to D to complete the well repair (and maybe during discussion we can get a description of Parts A to D), with the contractors furnish equipment and 150 calendar days for Part E to complete the pumping assembly refurbishment. The engineering estimate for this project was \$660,000.

Well history, Palani Deepwell: Original installation was September 2013. It was repaired four years later in October 2017. repaired again in December 2019. And repaired once again seems like every two years in August 2021.

Recommendation. It is recommended that the Board award the contract for Job No. 2022- 1205. Palani Deepwell A Repair to the lowest responsible bidder, Derrick's Well Drilling and Pump Services, LLC for their bid amount of \$595,000 plus \$59,500, for contingencies, for a total contract amount \$654,500. 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 by Corporation Counsel.

CHAIR SH: Do I Have a motion to approve?

DD: So moved.

KK: Second.

CHAIR SH: Okay moved and seconded that we accept this and award this contract? Do we have a discussion on this matter?

KEITH OKAMOTO: Yes, Mr. Chair. So what we did include for you folks, this time was actually the bid tabs as part of the bid packet. And it describes the work as well as the associated line item bid amounts. We do want to say that there's a correction that needs to be made under Part D as involved electrical work under item descriptions. Item one and item two are incorrectly described in your board packet. So Eric can explain actually what they are supposed to be.

ERIC TAKAMOTO: So generally speaking, part one item B should be installation of surface electronics for the sensor windings that's going along with the pump the motor assembly that's being installed. And part the item two is for installing a well level transducer so we can record well level elevation.

KEITH OKAMOTO: We didn't want to pay \$92,000.00 for a video. Yeah, so it'll be actually reflected in the minutes precisely what those Item Descriptions are. Kawena, you had a question?

SKL: Thinking of a question. I understand what you just said. But I'm trying to interpret that with the language that's here should I be doing that or just wait for the minutes to come out to tell me what, what the change is?

KEITH OKAMOTO: Yeah. So maybe in general, maybe you can explain what those items are intended for.

SKL: More precisely to my question, I mean, that's good. What is the language that changes here?

ERIC TAKAMOTO: The language completely changes for items one and two, because they're completely omitted.

SKL: Okay, so I can strike what's here now? And we're good.

KEITH OKAMOTO: Yes. Thank you. Exactly. Yeah. Thanks Kawena.

BN: This provides better clarity as to what costs are because whenever we got these bids before, you know, we can't tell what profit margin is. And you know, overhead costs. So, does give a better understanding of that broken down. What do you attribute all the problems with this well to be so...seems like every three years.

KEITH OKAMOTO: Yeah. Not quite sure. Eric, you have any thoughts on that?

ERIC TAKAMOTO: You are using basically a well configuration that used a motor with the more sensitive thrust bearing unit. And since then, we've adopted going to a slimline design, which is basically more robust, in that it has a separate seal section where all the weight is not being taken up by just a small section in just the motor. We also adopted a new technique of pre-filling the water column prior to doing the initial startup, so we haven't done that before. So that eliminates basically the upthrust during the initial start, that you're not hammering the thrust bearing unit during the initial start. So, with those, we seen improvements with our longevity of our Wells. So hopefully, with this well repair we can see a lot longer life.

BN: Ok. It's simply can extend that the service life. Repairability and service abilities expensive. Alright, thank you.

CHAIR SH: I had a general question about the contingency. Is a contingency part of the contract the award contract? Or is there any terms of the contingency? Like do they have to come for approvals for that contingencies?

KEITH OKAMOTO: Yeah, so thank you, Chair, Steve. So again, I'll try my best to do for our staff's sake. But no, that's a great question. So yeah, it comes to the board as for approval, because that's the overall contract amount.

CHAIR SH: Right.

KEITH OKAMOTO: So administratively, now, if changes come in, within the contingency amount, staff can evaluate them, process them, I'll approve them. The Board's Chair still has to sign off on the actual change order form as part of our procedures, but it doesn't have to come before the whole body. It's more for efficiency's sake, because we know that every project typically has some unknowns about them. And we wouldn't want to have to burden the Board or delay the project by a whole month by bringing it back to the board.

CHAIR SH: Understood. That was the object from my question, to see that it gets reviewed. The contingency is not a given part of the contract, but anything over the original award amount is considered by staff and weighed to the circumstances. Right?

KEITH OKAMOTO: Correct.

CHAIR SH: Any other discussion?

DD: Just for clarification.

KEITH OKAMOTO: Yes, David.

DD: You know in Part D, Item 1 and 2. So we did the tabulation form. So, did the bidders get the addendum to the description that you just described?

KEITH OKAMOTO: Yeah.

DD: Okay, that's fine. And so contractually, we met the obligation of it.

KEITH OKAMOTO: Yeah, it was just our mistake when we prepared it.

DD: No, no, no, I understood, but I had a feeling it was. I just wanted it for clarity. Thank you.

KEITH OKAMOTO: I mean, for the record, because the question was asked, I want it for the record to explain, it was actually just a clerical error,

DD: Right.

KEITH OKAMOTO: when we prepared this attachment for the Board packet.

DD: Thank you very much. I appreciate it.

KEITH OKAMOTO: Yes Ben.

BN: If there's a change order costs associated with the job over contingency, that that is something you guys can have discretion to make. If it's time sensitive, you'd have to come back to us. Yeah.

KEITH OKAMOTO: So, what happens is, you know, this Board is responsible for authorizing and approving both the contract and the contract amount, which includes the base bid, plus the contingency. If we exceed that, then we need to come back to the board and explain. And this is when we have, you know, increased costs on certain projects that we agendize for the Board.

BN: If there was a time sensitivity issue, is that something you guys have ever dealt with?

KEITH OKAMOTO: Yeah. So, a contract typically includes the scope, the schedule, and the amount. So once that's approved by the Board, if we have to change any of those three elements, we have to come back before the Board. So, it typically is the time, right, which is the schedule that we typically come back before the Board. So, we cannot grant time extension administratively. Yes Kawena?

SKL: If this has been answered, I apologize. I might have missed it. But if we strike one and two D, one or two, until we get the correct language, I heard too Keith say that we didn't want to spend \$92,000 for video, so how does that modify this \$595 total?

KEITH OKAMOTO: Yeah, so the amount is correct. It's just that description for that amount.

SKL: So, the \$92,000 stays.

KEITH OKAMOTO: Yeah, yeah.

SKL: Okay. Thank You.

KEITH OKAMOTO: Great questions. Happy to explain when I can.

CHAIR SH: Any other great discussion? Seeing none, we'll call for the question.

All in favor of approving this motion say Aye.

Unanimous: Ayes

CHAIR SH: Any opposed? (None)

Motion passes.

So, we move on to Item No. 6, South Kohala. Job Number 2021-1171 (Rebid) Lalamilo B Deepwell Repair-Request for Time Extension.

Is there any testimony for this item? Seeing none.

The Contractor Derek's Well Drilling and Pump Services, LLC is requesting a contract time extension of 76 calendar days due to delays from the manufacturer. This is beyond the control of the contractor. Staff reviewed the request for the time extension and accompanying supporting documentation and found the 76 calendar days to be justified. And, an important note, there are no additional costs

associated with a time extension. Extensions one from 2/28/2023 to 5/15/2023, 76 calendar days delays from the manufacturer.

The Recommendation. It's recommended the Board approve a contract time extension of 76 calendar days to Derrick's Well Drilling and Pump Services, LLC for job number 2021-1171 (Rebid) Lalamilo B Deepwell Repair. If approved, the contract completion date will be revised February 2023 to May 15, 2023.

May I entertain a motion?

KS: I so move.

BN: Second.

CHAIR SH: Ken moved and Ben Ney seconded. Okay, do we have discussion on this?

KEITH OKAMOTO: Yes, so as usual, we have prepared the background for this request as part of your Board packet. It's basically it was outside of the contractor's control it is really due to a supplier matter. But if there's any more specific questions, that's why I have the smart guy sitting here.

CHAIR SH: Was it a transportation delay or a manufacturing delay?

ERIC TAKAMOTO: Manufacturing delay.

CHAIR SH: Manufacturing delay. So that's pretty clean and clear. Is there any other discussion? Seeing none.

All in favor of approving this motion, say aye.

Unanimous: Ayes

Any opposed? (None).

Motion passed.

So, we move now to **Item B. Amendment to Agreement between the Water Board of the County of Hawaii**, and no, I'm sorry, I read that...**The Amendment to the Agreement Between the Water Board and the County of Hawaii and Parker Land Trust.**

Is there any testimony for this item? Seeing None.

Parker Land Trust is proposing an amendment to the agreement between the Water Board of the County of Hawaii and the Parker Land Trust. The required Parker Ranch Well No.1 and transmission improvements were completed and dedicated to a water board in February 2003. As stated in the proposed amendment, Parker Land Trust was not able to proceed with the full implementation of rezoning ordinance number 02-25 however, is currently proceeding with development of the Waimea Town Center and other related developments. The existing Agreement allows for the allocation of water to the Parker Land Trust until February 2023 thus, Parker Land Trust desires additional time to complete its plan and allocate the available water from Parker Ranch Well No. 1 accordingly. Staff has reviewed the proposed amendment to agreement and finds that an extension of three (3) years to

allocate the remaining balance on Parker Ranch Well No. 1 to the Parker Land Trust development area. is acceptable.

Recommendation. So, it's recommended that the Water Board approve the Amendment to the Agreement between the Water Board and Parker Land Trust and authorize the Chairperson or Vice-Chair to execute the documents subject to the review and approval of the Corporation Counsel.

Do I have a motion for this?

DD: So Moved.

KS: Second.

CHAIR SH: It's been moved and seconded that we approve this agreement. **Is there any discussion?**

KEITH OKAMOTO: Yes. Mr. Chair, basically, this is an extension to an existing agreement. What we did want to address also that we should have included in this draft that is before you now is the signature line for the Mayor. Because the original contract had both. It was a little bit unusual for us. Normally, we don't have the Planning Director and the Mayor sign on these agreements that we execute with the Water Board, but I'm not sure what the reason was back then to have the Planning Director's and the Mayor's signature, but for whatever reason it was back then, because it's an amendment to that original agreement, we'll need to have those signature lines on this one as well. And we failed to include the Mayor's signature line on the draft before us. So, we'll be adding that as well. If you have any questions, we have Kurt available, and I believe we have, we do have a representative from Parker Ranch as well as their consultants available. Yes, Kawena.

SKL: Come on, I always have a question.

KEITH OKAMOTO: Who would you like to ask?

SKL: I don't know, whoever can give an answer. This was dedicated in February 2003. So it's 20 years ago. So, are we somewhere in the ballpark that three years is reasonable? Or, you know, is that just to appease somebody, and we're gonna come back and visit this again? What's the likelihood of this being complete within the next few years?

CHAIR SH: That's, that's a good question. Sorry, and maybe more for Parker Ranch.

KEITH OKAMOTO: Maybe we'd need to defer to them. So, I don't know maybe Bill or Jonathan?

SKL: Yeah.

KEITH OKAMOTO: Sorry. We got to hear your name. You know for the record, state your name, age, (laughter).

Voice: And social security (laughter).

JONATHAN MITCHELL: Vice Chair, so we're in the process to move through with...we've developed (unintelligible), Waimea Elderly Housing, and there's a number of things that have been done. But we are going to need to sort of allocate and figure out where these remaining credits are gonna go. So within that three years, Bill, I don't know if you want to give more of the background Bill.

BILL MOORE: If I can, yeah. Bill Moore, Planning Consultant, and I've been working with Parker Ranch, since mid-nineties so a few years I've been there.

So part of this is why nothing happened. Well not much, nothing, not much has happened. This was not just a well development for a project it is tied to a zoning action, which is where the Planning Director, and Mayor came in. That zoning conditions also included significant other improvements. If you've been in Waimea, all Ohia Road, that was built by Parker Ranch, that's a condition of this. So significant amount of cash resources up front, they have to put in a sewer plant, which they did way ahead of schedule in order for the hospital open. So major investments have flowed in and then lots of little issues that took a long time. The road alignment like Lindsey Road, went through the school site of Waimea School. Waimea School wanted to be able to expand. So, there was a land exchange. If you ever done a land exchange with the State, that took years. So, there was a whole bunch of actions that really delayed and deferred a lot of the progress on this. And then you have market conditions, 2008 and everything crashed and burned. And then the recovery from that. In the next three years, is something we're going to really dig into as soon as we can allocate. If not, we may be back. I just want to make sure we're...it's really clear. But the goal is to work through, and we'll work through it. In fact, I had a long talk with Kurt this morning. Jonathan and I kind of missed each other. So, we'll have a long talk this afternoon. And look how to do that. And hopefully, within the three years we will not be back but there is a chance we will. We'll just be real clear.

SKL: So, to help me quickly understand. Certainly. when you get into state and county land use, it goes bonkers. But in the three years remaining, what you're actually working to do is allocate those water credits that you have remaining.

BILL MOORE: Yes, yes.

SKL: And infrastructure is already in.

BILL MOORE: It's filled. Yes. Definitely.

SKL: Oh thank you.

BN: So, in the case it goes into perpetuity or do these ever expire after a certain time?

KEITH OKAMOTO: Thanks, Ben. But yes, so like any agreement, you know, I think this body, again, there's a scope to it. And then a schedule, a timeframe. You know, that's common with any agreement. So, this, the previous agreement, the 03 agreement was set to expire this year. So, they needed to come and request an extension. I don't know, Jonathan, if you wanted to share anything more.

JONATHAN MITCHELL: Jonathan Mitchell, Vice President Land Asset Management for Parker Ranch. So, we are working on affordable housing development opportunities for Waimea, including expanding near the Waimea Elderly Housing Project, which is in Waimea. As Bill alluded to, there were a number of sort of economic and market issues that set the delay. So, these do have a certain timeline. So that's why we're coming to ask for the extension. And hopefully we can reallocate, but we may be back to ask for an extension if our allocation of those units goes beyond that timeframe.

BN: Okay, so we're not resurrecting a new agreement, this is a standing agreement.

JONATHAN MITCHELL: This is yeah, an amendment to an existing agreement yeah. Thanks.

KEITH OKAMOTO: And I think, you know, we'd like to work with partners and, you know, Parker Ranch has been in the community, right, they're not one of these come in, and just, you know, run away type.

BN: Yeah, they're gonna be there for, in perpetuity.

KEITH OKAMOTO: Right, So usually, when we get to a point like this, we try to, we don't try to leave it so open ended that it's, you know, almost like ambiguous when the time is, the timeframe is, but at the same time, we don't want to make it too constrained where it's impossible for them to do that work in that same amount of time. So it's typically a collaboration before we bring it to the board, there's back and forth discussion and whatnot. The attorneys reviewed legally, you know, what does happen time to time is that different conditions change, which may warrant different legal languages be included. So that's where the lawyers get involved. But this one is fairly straightforward.

CHAIR SH: Chair recognizes board member DeLuz.

DD: Thank you. So Keith, and this is more, I think, where the legalese gets into interpretation, where I think, you may want to have more clarity in the development of the other Well No. 2. And the reason is, is it's too subjective. And so my suggestion is to work with Parker Ranch on a more definitive agreement to this area. I understand it, it only gets triggered in the event of it goes in excess of the 259,800 gallons per day. And currently feeds into their 4-million gallon reservoir in regards to that. So, you know, you have that delta there, because of the reservoir right. But only because of the cost it's going to take. Maybe within the context of the consultant and Parker Ranch is to work with the department to kind of better appreciate and understand what that investment could be. And the reason being is, that, in itself may need to be carved out for additional time. So as the developing moves forward on the entitlements for the development, there'll be a more definitive calendar for that. And that's all what I'm saying is only, because it and of course, I think for you folks in Parker Ranch, it'll hopefully be able to secure those credits into the future, should you ask for an extension? Right. So that's just a suggestion.

KURT INABA: Kurt Inaba, Engineering Division. So, you know, that was all considered in this, and we did amend it so that it does not now reflect the specific language in the 2003 agreement. Because until,

you know, their plans are more formalized. They're not even going to really know if and when that may be needed. At that point it's when we say we should be negotiating at that time yeah.

BILL MOORE: If I can, yeah, I think the expectation is that we will come in with a separate agreement for that well too rather than bundling Well 01 and Well 02 into a single agreement within the three year period as part of the negotiations.

DD: And that was my thought Bill, is that that should be carved out in regards to that.

BILL MOORE: So that's the intent. That's why the language in paragraph eleven has changed. So it's subject to further negotiation.

DD: Fine with that.

BILL MOORE: But the intent is that we will probably come back with a new agreement.

BN: Just as a side note, you know, there's not a lot of inventory and housing. So I hope you guys can get this project off the ground. I know it's capital intensive. Waimea's been bought up pretty well over the last few years. And hopefully this provides a little better accessibility for people. Thanks.

KEITH OKAMOTO: Thanks, Ben.

CHAIR SH: Any further discussion? If not, **do we have a motion and a second to approve the Amendment to the Agreement Between a Water Board and the Parker Land Trust. All in favor on this motion say aye.**

All Members: Aye.

CHAIR SH: Any opposed? (none)

Motion passes.

Thank you, Parker Ranch guys for driving over. We appreciate it.

Moving to **Item No. 7 South Kona Job No. 2021-1179 Ke'ei #2, and #3 Booster Repair (Request for Time Extension).**

The Contractor Beylik/Energetic A JV is requesting a contract time extension of 175 calendar days due to delays from the Manufacturer. This was beyond the control of the Contractor.

Staff reviewed the request for the time extension and the accompanying supporting documentation and found the 175 calendar days to be justified. Note, there are no additional costs associated with this time extension. So Extension No. 1 is from January 13, 2023 to July 7, 2023 for a total of 175 calendar days and due to delays from the manufacturer. So it's recommended that the Board approve a contract time extension of 175 calendar days to Beylik/Energetic A JV for job number 2021-1179 Ke'ei #2A and

#3B Booster repair. If approved, the contract completion date will be revised from January 13, 2023 to July 7, 2023.

Please state your name and make a motion.

MPK: So moved.

BN: Second.

CHAIR SH: Okay. It's moved and seconded. **And do we have discussion on this Item?**

KEITH OKAMOTO: Thank you, folks. Again, we've provided the justification from the contractor. And if there's any further questions, Greg's available.

CHAIR SH: Chair recognizes Kea.

KK: Kea Keolanui, District 1. I was just wondering, I noticed most of the time extensions that we see come in, you know, the recommendation is to approve them. Are there any situations in which, you know, the staff recommends not approving? And what are those situations?

GREG GOODALE: Greg Goodale, Chief of Operations. We have had one, in the short time I've been here, so year and a half, we've had times where we've reduced the time that's been asked for. I don't know of a time we've ever flat out rejected a time extension, and I, I'm sure it's happened, but in my time here, we've had certain instances where we looked at what they've proposed, and maybe based on our knowledge of the project, we may shorten that time period. I mean, because obviously, our goal is getting these things done. And we want it done in a timely manner. So yeah, you know, in my time, I've never had one we've just completely rejected the time extension request, but we have shortened that time period in certain projects. You know, historically.

KEITH OKAMOTO: Yeah. Great question Kea. And what we definitely don't want anybody to presume is that, you know, they submit it, it's automatic, it's going to be on the agenda. They're evaluated every time they come in. And that's why we ask them for all this background, to make sure that it does, you know, really, is really justified. Yeah, correct. But you know, great question. Yeah, I cannot recall if we ever outright denied a full-time extension request, because as you folks know, who are in the private industry, contractors don't want to drag it out. You know, they'd rather get it done as well. So, but that, I'm not aware.

GREG GOODALE : And, just to kind of piggyback on what Keith just said, that's why the contractors are very good about providing that backup information because they know that if they don't, we're going to be asking for it, because we're not going to put it in front of you, folks, unless we know that there's a good justification for what they're asking for. So, the contractors that we have are very good about making sure that they provide that information to us. Because if they don't, we're going to ask them for it. So generally, they give it to us so that it's part of the request.

KK: Yeah...It's a lot of back and forth you know. Yeah.

GREG GOODALE: Yes. Yes, exactly.

CHAIR SH: Do you have any other question. Sometimes, you know, you hear the phrase, “time is money.” And do any of these extensions have costs to the water department?

KEITH OKAMOTO: Sometimes.

CHAIR SH: Are they always none costs or sometimes is there an associated cost to the department?

KEITH OKAMOTO: Definitely, you know, it's a mix and match. A lot of times when it's just a manufacturer issue, you will, we tend to notice on these well repairs, or the booster repairs, there's no cost associated with it, because it's a specific piece of equipment, typically. But on a CIP type project, a change order probably includes additional scope of work to be added. Now, if that falls within the contingency, we'll handle that administratively. But if it goes beyond that, then that's when the board we need to discuss it with the board for approval. So yeah, we have it both ways.

BN: And how often you got, sorry Ben, got a question. How often do you guys exercise I mean, for damages, liquidating damages. How often have you had to use that?

KEITH OKAMOTO: Yeah, that's a tough question. You know, it's case by case we have, for both, Well repair, Booster Repair Projects, and CIP. But again, it's if the Contractor gets to the point where they cannot justify a time extension. And, you know, so we're saying, your contract completion date is this, you cannot justify any request beyond that. So, if we don't give them substantial completion before that contract completion date, then all those extra days are subject to liquidated damages.

BN: Yeah, give them the final warning.

KEITH OKAMOTO: Yeah. And it's in our general requirements and covenants, as well as within the contract documents. Thanks Ben.

BN: Yeah. Thanks.

CHAIR SH: Any further questions or discussion? Seeing none.
We have a motion to approve the contract time extension to Beylik/Energetic.
All in favor say aye.

Unanimous Ayes.

CHAIR SH: Any opposed? (None).
Motion passes.

Number 8 is a Miscellaneous. Job No.2018-1093, Solar Photovoltaic Energy Generation System at Five (5) Department of Water Supply Locations-Power Purchase Agreement, Request for Time Extension. The Contractor and EnRG Hawaii Solutions, LLC is requesting a contract time extension of

42 calendar days due to unforeseen delays in getting a witness verification test from Hawaiian Electric. This is the fifth time extension for this project.

And we have the first extension for 68 days; a second extension for 15; the third extension for 114; the fourth extension for 185 days.

And then we go to Contract suspension due to conflict with Department of Water Supply Hilo Baseyard Generator project work, 151; Suspension #2 of 40 days due to another contract with the Department of Water Supply Hilo Baseyard Generator project work and Extension #5, which we're considering now is from this is extension we're considering is on January 26, 2023 to March 9, 2023, of 42 days. So that will make bring the total days extended to 615. And this is due to delays in Hawaiian Electric scheduling with this verification test at Hilo Baseyard.

Do I have a motion? Oh, excuse me...a little early.

Staff reviewed the request for contract time extension and accompanying supporting documentation and find the 42 calendar days justified. And, again, there are no additional costs associated with this time extension. So, it's recommended that the Board approve this contract time extension of 42 calendar days to EnRG Hawaii Solutions, LLC for Job No. 2018-1093 Solar Photovoltaic Energy Generation system at five (5) Department of Water Supply locations-Power Purchase Agreement. If approved, the contract completion date will be revised from January 26, 2023 to March 9, 2023.

Do I have a motion? State your name.

KK: I make a Motion.

BN: Ben, I'll second the motion.

CHAIR SH: It's been moved and seconded that we approve this time extension. Do we have a discussion?

KEITH OKAMOTO: Yes. Mr. Chair, Board members, what we, you know, just to refresh people's memory, is, this is a little bit unusual project for us. This is a power purchase agreement where the contractor's responsible for installing the photovoltaic equipment. And our plan is to purchase the power from them once it's done. So again, this is you know, anytime you see 615 calendar days it doesn't look good. But what we wanted to do, and thanks to Warren, is for the sake of transparency, not just put the extension and the reasons behind the extension. But there were also two suspensions, which is also a unique situation. And that was a result of another DWS project-the generator project and the relation between the two that we had to ask this contractor to pause on his work until some of that generator work could be done. And again, as you folks probably know, a power purchase agreement, they cannot sell us the power until they get to the commercial operation phase. So again, it's in their best interest to try and move this along as fast as possible. What we do want to share also with this latest time extension request is that it's their best guess, with Hawaiian Electric. My understanding is they don't have a firm commitment yet, on the turnaround on that side of things. So I just want to pre warn everyone here that we may be back for the same issue. But because it was near or past the contract completion date, we had to do something so that they're not in liquidated damages mode.

CHAIR SH: Chair recognizes Kawena.

KEITH OKAMOTO: Yes, Kawena,

SKL: Kawena I have a question again. These suspensions, it looks like the same issue needed to be extended. Right? Then the suspension #2 doesn't expire, for two more days. So, is this issue resolved?

KEITH OKAMOTO: That is a good question. And that project is actually Eric's. So Eric, can you?

WARREN CHING: Sorry, I think I can clarify.

KEITH OKAMOTO: Ok. What's your name?

WARREN CHING: My name is Warren Ching. (laughter). But, so this, these dates on here, when we suspend it, actually, there's no change to the total amount of contract days. It's just put on hold. And there's a dead period until we say you can resume. So, these dates are actually the new contract completion dates. If that makes sense. So, we already resumed work. And then this is the resulting contract completion date from suspension number two. If that makes sense.

SKL: It does, but I like to cut to the bottom line. Is this issue resolved?

KEITH OKAMOTO: Yes. So now this is being questioned. The suspension due...the work associated with suspension number two, is that work done?

WARREN CHING: Yes.

KEITH OKAMOTO: That's why....

SKL: Ok. That's a none issue.

KEITH OKAMOTO: Ok.

SKL: And the 42 days is now that we're beginning work. That's the extension.

WARREN CHING: Yes, they resumed work since and we're moving forward.

SKL: Thank you.

CHAIR SH: Chair recognizes Kea.

KK: Kea Keolanui, District one. Just to clarify out of the five department locations, all but Hilo are complete. Correct?

WARREN CHING: Correct. Yes.

KK: Ok. Thanks.

CHAIR SH: Chair recognizes Mr. Ney

BN: And then just to go back because of my recollection. What kilowatt hour rate are we going to be purchasing this power at. This not being completed and what does that translate to savings that we're not taking advantage of.

WARREN CHING: So, this power purchase agreement across all five sites. It's the same rate. Nineteen (19) cents per kilowatt hour is the agreement rate. And so, I'm not sure exactly how much per day. But I think currently right now, say at the Hilo baseyard, because this is the one site that's not done yet. I think the current rate we do pay is I would say about 35 cents, around there to Hawaii Electric, so that difference is what we're missing on right now.

BN: So back charge at Hawaiian Electric for their delays.

CHAIR SH: Chair recognizes Mr. DeLuz.

DD: So I, so you answered the first question in regards to the contract initiating it. So the completion of the contract will start the DWS PPA with the provider?

WARREN CHING: Correct, correct.

DD: It's my understanding all five will be simultaneous, no? Okay, so so the other four came online earlier. And so you have a bifurcated contract then in regards to that.

WARREN CHING: Correct.

DD: Alright, and so, upon the last, the Baseyard, that will be initiated with the timeframe of the contract.

WARREN CHING: Yes.

DD: So, you have a master agreement with supplemental agreements on each of the... , each of the...or not...or an appendix, perhaps is a better way to look at it.

WARREN CHING: Yeah. So, it is just one PPA. It's just structured, so that we can say in there...

DD: Which one comes online.

WARREN CHING: Yeah, we can give commercial operation date individually to the site. And they would have separate expiration dates.

DD: So they were able to get separate interconnected agreements with all five then.

WARREN CHING: Yes, yeah, each one has its own.

DD: And, and by the way, I think the rates closer to 45 cents a kilowatt hour.

WARREN CHING: Yeah.

DD: And the only reason I know is I'm using less electricity and pay more.

WARREN CHING: Yeah. This is on a Schedule J I believe, and so,

DD: And so, so the benefit to us is that you're able to get the others online. And that the contract terms is based on per system, as identified within the PPA.

WARREN CHING: Yes, yes.

DD: So your maintenance your, warranties, etc., etc., etc.

WARREN CHING: Yeah. And so this actual, I call that a contract completion date, but it's actually the date of commercial operation.

DD: Okay.

WARREN CHING: So that's when the 20-year term of the Power Purchase, the purchasing part starts.

DD: So the only other thing that I, and I cannot recall, but you know, so one of the, I believe, HEI just initiated was it four or five community solar projects that they awarded the RFPs to, do you know, within the context of the PUC mandate, that you as a utility have an opportunity to negotiate a community project or community solar project with Helco as well? So you know, it's not on site, it's maybe they're doing a farm somewhere, and you can kapu some of that. And the reason being is, you know, maybe that's something to take a look at, or as a utility, perhaps that's an initiative to maybe work with the utility and/or with the PUC, because it would not be feasible, in my opinion, based upon the interconnect agreements now, unless you are a community type program that could benefit utility. Anyway, just off beat. Thank you for that. I appreciate the answer, a question for clarification.

CHAIR SH: Any other questions?

KEITH OKAMOTO: This is Keith, you know, I know, it's off topic. But I did want to, for the record, because the question was asked, state that we have been having conversations with Hawaiian Electric, with high level staff at Hawaiian Electric, on opportunities where we can collaborate, you know, so both sides can still, hopefully benefit with whatever programs that we can qualify for.

BN: Just one quick one if I could squeeze in. This is Ben. The three-phase power versus single phase power service through a site. Is that a significant difference in rate? I know, I know, they'll charge difference depending on how much amp service. A place might have a cost associated with that. But is there a kilowatt hour costs depending on whether it's three phase or single phase?

WARREN CHING: No... this is Warren. There isn't a kilowatt hour rate difference, but there is a, what they call their standard rate, almost like our base rate, you know...

BN: The meter size.

WARREN CHING: The meter size, I think you might, a single phase might spend \$50 a month, whereas if you have a three phase you have to pay \$100 a month.

BN: Okay.

WARREN CHING: But it's not tied to the energies.

BN: It's different transformer, but same usage of energy.

WARREN CHING: Ah hm.

BN: I get it. Okay. Thanks.

CHAIR SH: Chair has a question. Is there been any research or feasibility on getting any of the actual pumps offline to solar. Is that possible?

KEITH OKAMOTO: Yes, but because it's really deviating from the agenda item. Or you can we can discuss that at a future one, but the short answer is yes.

CHAIR SH: Okay. Thank you. Okay. **Any other discussion? Seeing none. We have a motion on the floor to extend the contract completion date to March 9, 2023. All in favor of the motion?**

Unanimous Ayes.

CHAIR SH: **Any opposed? Seeing none, Motion passes.**

Moving to Item B, Monthly Progress Report. Again, **is there any testimony for this item? Moving on.** This is Progress Reports by the department. Department personnel will be available to respond to questions by the Board. And I think this is Kurt?

KURT INABA: Yes, my name is Kurt. I just wanted to point out a couple of things for, wanted to bring up one new project basically. It's the Kilauea, did you see on there, Avenue and Keawe Street Rehabilitation. The project is here, it's coming from our CIP budget and the repair maintenance an agreement, CIP item. We are working on an agreement with the County Department of Public Works.

And what it is, is, you know, the waterline in that location that they're doing their road improvements will be required to be relocated for the most part. So, we're taking the opportunity to also upsize the waterline at this time to meet our current water system standards for fire protection improvements. Public Works is really paying for all of the relocation that is required from the road work. So, our portion in is, I believe it's been, an estimate was put out there for budgeting purposes, from Public Works. And they said Water Supply portion could be up to a million dollars, but it's not even going to be, it shouldn't be anything close. It'll be based basically, a force account item. So, it's really kind of materials for the contractor to install the larger line. Everything in terms of, you know, services and whatnot that's going to be relocated with that is all part of Public Works line item. So, I just wanted to give a heads up for this coming up here. Also wanted to report Halaula. The startup is done. Efficiency test was done last week Friday also, and everything looks good. Just a couple small items now that we're looking at, and we're still waiting for the lab results so that we can submit the new source report that's required for Department of Health to give us the approval to then use this water to put into our system. And another thing, you know, it's not part of this project, but we're looking at it as a found the opportunity we're going to work in-house to kind of do a small amendment, not amendment, but a little improvement to the system. And what that would enable us to do is utilize this source now as a full back-up to the entire North Kohala water system. So, instead of just improvements taking care of just a small portion of the North Kohala Water System, we'll have like a third source that really supports this entire system. So, you know, a much bigger benefit then. I see that as a big plus because of the amount he invested in the system. So expensive project so. One more project I wanted to just share. Puako. I totally apologize. I had started, started to write down the start and end dates because actually subsequent to updating this report here, the contract, February 26 is the start date for Puako. Completion date will be...

(Unintelligible) voices speaking simultaneously.

KURT INABA: Next year, February 25th. Yeah, 365 days anyway, We did go out this past weekend, we were invited to a community meeting. And just at least give, to give a presentation, not even a presentation, but a short discussion. We will be going back out to the community, we let them know, once we get a better idea on the project schedule, so now that the Contractor has an executed contract, he'll be able to get his estimated material arrival dates, basically, which is probably going to set then, the schedule for his actual construction yeah. So, we'll be going back out there in a little bit to give them a better update on. Anything else?

KEITH OKAMOTO: Nope. Yeah, so going back to the Kilauea Ave., you know, we're really trying to do a better job of trying to coordinate with other county departments, you know, our projects, really don't want to dig up a brand new repaved road, and things like that right after the fact. To be quite candid, it's still a work in progress, where we can properly coordinate, but you know, where you could have catch this one? Little bit late, but in time, so the contract has been awarded. I think the contractor is aware that there's water line work to be done as well as other utilities. But we're, you know, the benefit to both sides for our body in particular is that the excavation, the things are going to be there, the equipment's going to be there, the work is already kind of there. So, we get to save on that component of the installation process. So, we're grateful to Public Works in that regard. And the other thing that we're wanting to talk a little bit and expand more with Puako is we're trying to do better at public outreach as well. So, Kawika and I and Kurt and project engineer and our PIO went out to that

Community Association Meeting. It went well. I think people are happy to see the water line project proceed. And as Kurt said, we were invited to their Community Association meeting, but we intend to have our own Water Supply meeting, coordinated with the community, somewhere down the road in the near future. And we'll continue to do that with other projects as well.

CHAIR SH: Okay. Ben had a question. And then Kawena.

BN: Yeah, Lalamilo 10 million gallon reservoir project. Where's that at right now? Because I know there was a delay. Someone asked the question earlier, but there was some delay to the right of entry. Where's that at now?

KURT INABA: Kurt. This is Kurt. On break now. And, you know, we're in communication with Parker Ranch. And they, we're basically reviewing or they're reviewing the appraisal, and gonna provide comments and we're already you know, asking them to please expedite as much as possible.

BN: Hopefully, with some reciprocity with us helping them they kinda unintelligible with us...

KURT INABA: I know, it's like, no, I'm just kidding, you know, we'll work with them. And it's something we've been recently having communications with. So hopefully, it'll be moving.

BN: And the start dates and stuff, just move, move along.

KURT INABA: It won't just move. We'll have to come back.

BN: Okay, Okay.

KEITH OKAMOTO: And, you know, that's a great question Ben, you know, I've been, it's also been a concern of mine. So, I've been asking Kurt to have regular follow ups with Parker Ranch and not just wait for them to reply. So, initiate the question. Because our concern is with everything going on, how is that going to impact?

BN: I mean it's good to reach out, so it's fresh in their mind after this meeting and go, 'Oh, by the way, we forgot to ask this, can we ask for this to be expedited?'

KURT INABA: Yeah, it was asked...an email will go out this afternoon. I believe that was asked last week too, so, wo we'll follow up again. We'll follow up again this afternoon. Sorry, Kurt.

CHAIR SH: Kawena and then Kea. Kawena?

SKL: Okay. I got my toes involved in the Kalani Water Improvement District. I think it's Kalani.

KURT INABA: Nalani

SKL: Nalani?

KURT INABA: Nalani. Sorry.

SKL: Nalani? The one, the one behind the French restaurant there.

KURT INABA: Yeah.

SKL: Okay. Last I understood, Councilmember Villegas was going to come back to the water department to ask for an update of costs for that proposal. Did that ever happen?

KURT INABA: Kurt. Yeah, we did have one. And that's I think just last week in fact, we were communicating on that.

SKL: Okay, finally. Thank you. Thank you very much.

KURT INABA: She sent two emails last week. Okay.

SKL: While we're on the subject here, I hope it's in this, I can do this because of your progress reports. As a consumer, I've had two incidents where I've had to call a water company assistance. One was a time when I was renting a house with some heavy equipment ran over the meter cover and actually fractured, fractured the line. And water was spouting and decided to turn off the water. And very recently, I had to call because of, and this was on Friday night. Some... I had no water. I had water two hours earlier, all of a sudden, I have no water. So, go down a bit, then they find out that there's no water coming out of the valve. So, why is my water shut off? So, I call for some help. But, you know, in both cases, I want to express really, service I got as a consumer. In both cases, somebody answered the phone. Somebody was dispatched. And they were there. The last one was on a Friday night. It turns out, one of your tech lives right near me on the Street. And he came up, he got somebody on the phone, it's dark, flashlights, but anyway, long story short, somebody had vandalized my backflow preventers, like, tore up a huge (unintelligible).

KURT INABA: Oh, my gosh.

SKL: Yeah. But nonetheless, I want to express kudos because, again, as a consumer in two occasions. I've had immediate response. It's not like you call an answering service. You call the answering service, "We'll have somebody call you back". Yeah, yeah, yeah, how many times do you hear that? Especially on off hours. So, kudos to the department, whoever, whoever does that. Is that you (unintelligible) Operations?

KURT INABA: He has the hammer, so

SKL: Super support. Thank you very much.

KEITH OKAMOTO: Thanks Kawena.

SKL: It's not just me, because nobody knows I'm water board. It's just that's the kind of service I'm sure goes out. Thank you.

KK: Aloha Kea Keolanui. District one. Just want to say, great job with the community outreach and, you know, having those meetings with the Puako Project. What was the turnout with their association and were there any concerns? And do we share like a date? Final finalized date with them? And then are there plans for like future meetings reoccurring? Or we're just inviting those groups to keep up with our current meetings and things like that?

KEITH OKAMOTO: Yeah, I'll take that. Keith, Manager, Chief Engineer. Great question Kea. The turnout was maybe about 30 something 30 Something plus. It was their annual meeting. So, it was good. And it was good to make those connections. Yeah, with some of the community members that we can stay in contact with. They have a website. You know, our commitment to them was to maintain communication, even if there are ways we can link our website with theirs or post information on theirs, or at least let them know where to go to get updated information. But we did not have and mahalo Kawena, that was the contract that you helped us get signed at the Mayor's Office for that Puako. So, but we didn't have the actual dates at the community meeting. But we told them, we will get back to them with that information as soon as we could. So that's always the question yeah, when, how long, where. And part of that is we're going to also follow up with a pre-construction meeting between our staff and the contractor to get some of those details scheduled. You know, where are they going to start? Because we don't typically dictate the method and means for the contractor. But as soon as we get some other information and enough to share with the community, Kurt and his team, along with our PIO will schedule a follow-up community meeting, as well as updates as required. Again, we plan to do that with other CIP projects,

KK: That's great. I'm sure that there's like a limited budget as well, for, you know, ongoing community outreaches. You know, we all know how the projects can kind of be pushed and postponed and things come up. So yeah, it's always good to, you know, bring people back to the fact that they can keep up with the meetings themselves as well. And keep that information really relevant at those meetings.

CHAIR SH: Chair recognizes Mr. DeLuz.

DD: So Kurt, I think in regards to the Papaikou Transite, you meant \$7,053,750.

KURT INABA: Oops. I'm sorry.

Voice: Watch Papaikou when you get (unintelligible).

KURT INABA: Yeah, holy cows.

DD: Believe me, I can empathize with you on that.

KURT INABA: Okay, Sorry on that.

DD: And by the way, I just took the contract total and multiplied with 95%. So that's what I came up with.

KURT INABA: Yeah. Okay, thank you.

DD: But the other thing, I think, is really helpful. And this is in regard to what we have done in the past. So, you know, on subsequent projects that have taken a while, like, for example, not only in development, but in these, when you provide us with a visual, and it can be even on the screen that gives, I think, better context, as far as if you can describe, you know, someone, so for example, Lalamilo, you know, a picture of, and it doesn't have to always be a map. It might be a digital, you know, what, what your issues are on the right of entry, and who would be, I do believe it was two meetings ago, we had approved the draft that you folks come up with and sent it to Parker. But I think, because there's transitional board members, it helps to allow the opportunity for you to also give history in a visual format. So that's just a suggestion. But thank you.

CHAIR SH: Thank you. Anything further? Thank you, Kurt.

KEITH OKAMOTO: Thanks Kurt.

CHAIR SH: Okay, we move on to **Item Number C. Review of Monthly Financial Statements.** Is there any testimony for this item? And we're going to turn it over to Candace.

CANDACE GRAY: I'm Candace Gray, Controller. So, the financial statements that you received are for December 2022 and we're at the halfway mark for our fiscal year.

Generally, I'll just say for now that if you look at your Budget Status Report, and say, again, we're on target and are actually exceeding our target at this point in time regarding our receipts for revenues and expenditures. And you'll see also on your income statement, we're still, and we do have a positive net income at this point in time. The changes between fiscal years are on your coversheet, and I have the associated highlights regarding the changes. So, if you have any questions.

SKL: I always have a question. Kawena. I heard you say that you're exceeding targets on income and expenditures.

CANDACE GRAY: On the, for the Budget Status Report.

SKL: Okay. What would you attribute that to?

CANDACE GRAY: What do I attribute that to?

SKL: What's the trend or what makes that?

CANDACE GRAY: Generally, well, we did have a recent rate increase of nine and a half percent so our target for December is 50%. But according to the Budget Status we're at 52%.

SKL: Okay, so costs, costs have gone up. Used to be 9 1/2%.

CANDACE GRAY: Our water rate increased for our revenue.

SKL: That's on the income side.

CANDACE GRAY: Yes

SKL: Okay. And expenditures?

CANDACE GRAY: The expenditures we're actually under our target. So, I guess you know, seeing it exceeds our target, of course, we want to be at or below, as far as our expenditures,

SKL: I guess, what I'm looking for, have you put any, there's a part, to put any initiatives in place for cost cutting measures that's contributing to this? Or is this business as usual, for some reason we're not spending so much.

CANDACE GRAY: I'd say, we're just on target and regarding the expenditures and trying to cut, I think you know it's been, you know, as time goes by, we are very cognizant of the costs and try to be, I guess, frugal.

SKL: Okay, well, that's, that's a good practice. So, so, it's just business as usual to maintain costs. This particular time, you've succeeded. I'm understanding. Okay, so yeah.

KEITH OKAMOTO: Great question Kawena. And, if I heard your question, correctly, we haven't implemented anything new, as far as cutting costs or anything like that. But what I did want to share with the board is our existing system is, is a multi-review. approval system. So, checks and balances, we want to make sure that if there's equipment or materials or things that need to be purchased, that they're reviewed and approved. And nobody has a blank check basically.

CHAIR SH: Chair recognizes Mr. Ney, and then Mr. DeLuz.

BN: Just a quick one, like, most of the rate increase would be associated with the power cost adjustment. We increase the rates, kind of a hedge against inflation, inflation, not knowing where that was gonna go, but I think if you know, income, seems like it's going up, expenditures are stable, then we don't have to explore a rate increase, maybe for a while, which will be, you know, looked at, you know, positively, I think, by the rate payer, the consumer. So I think we should leave it status quo for now, and then revisit it later if we have to. That's all.

CHAIR SH: Mr. DeLuz?

DD: Thank you. Candace, thanks, by the way, I appreciate you inserting in regard to delinquencies and you reviewing the 90 plus category of delinquencies. So, you know, and that's a constant issue in regards to debt. But a couple of things.

One is, you know, do we have an investment policy or protocol as regards to your accrued interest receivable? And the reason I'm asking is, so I belong to another organization, it's a nonprofit, and he came up where his T-bills pay almost double what CDs pay now. But, it's transactionally also has fees if you deal with an institution that is only because you have to go to the trust side. Is there an opportunity, perhaps with a conversation, the Department of Finance only because we're in such a unique financial conundrum now? I mean, so for example, I believe, five years T-Bills, or is it four years, it's almost 5% 4.95, or something like that, where there is some opportunity where the county has capacity, because it becomes an issue of how it gets managed in regard to the purchase of the T-Bills now. But anyway, that's just a suggestion only because it's significant. And that might be and by the way, just due to the way in regards our financial policy is, it may not be within our realm of adequate control. So, I would understand. But that was one.

The other, 2) is because of some of the things that happen in your expenditures, for example, debt service, and in regard to supplies, services and equipment. You know, you give us a very simplified form in regards to unintelligible end balance, right? But some of these things are timing issues is when they fall because you don't approve these you're doing actually a recording the expense as paid, most times, and so depending upon that you could have something you're purchasing for a year and it lumps let's say, in the first quarter of the new year, and then it'll offset your percentage as far as what your balance is. You might just want to keep a footnote to at least give some explanation to why to be ahead or behind. But anyway, just a thought, I know you track that anyway. Because it impacts your cash balance in regards to when you make larger purchases and disbursements.

And the last because we're coming up with a review, this is something I would suggest that the consultants do. They give a historical history on a worksheet in regards to the questions that Kawena asked, so that the Board has more capacity to appreciate and understand, you know, the relationships to the recommendations that we already made. But they have that information, because you've used it. And that's what I would suggest perhaps you incorporate. That's all. Thank you.

CANDACE GRAY: This is Candace, Waterworks Controller. I would like to respond to your suggestion regarding the investments. We did. We, the department does invest in CDs. But we also started investing in a, similarly to the County, in a managed portfolio that includes investments, and T-Bills as well.

DD: Thank you.

CHAIR SH: Any other questions for Candace?

BN: Yeah, just one quick one on the investment side. Are these fixed interest-bearing investments? I mean, because the only reason I ask is like, you look at how pension fund providers have invested and, you know, the federal government's bailing them out. But that we're not just giving our investment to a

party that invests in indexing the ETFs and stuff. You guys just narrowly focus on safe investments, correct?

CANDACE GRAY: Correct.

BN: Okay. That's it.

DD: Thanks Candace.

CHAIR SH: Thank you, Candace. And now we move on to **Item D. The 2023 Water Board Schedule. Do I have any testimony for this Item? Seeing none**, I'd like to open up the discussion starting with Kawena.

SKL: Yeah okay.

Members: (Laughter.)

Voice: Poor Guy.

SKL: My motivation, because I'm from Kona side and we're all from different parts of the island. I'm looking for parity. And parity requires some advanced planning to try to achieve it. So, to get this going, I think its proper. And I read the I read the comments that were in the minutes. So, thank you very much for your comments when you discussed this last month. So, I, to get the discussion on the table. I'm gonna make a motion that the Board, the annual meeting of the Board have equal meetings on both sides of the island, east, west, east and west throughout the calendar year. And with that, it would just require the advanced planning because I understand the last minute. So, anyway I'm getting in discussion sorry. I make a motion that there be parity on meetings east and west, in the future. And to correct this year's lopsided 2/3 Hilo side meetings scheduled. So that's my motion.

BN: Are we going to have discussion on it?

CHAIR SH: **That is the vote...ah, we need a second.**

SKL: **Before we go to discussion.**

BN: **Ben.**

CHAIR SH: **Ben seconds. It's moved and seconded, and now we can move into discussion.**

KK: Okay. So I just have a question as far as, you know, the budget to bring staff over to Kona, what is the difference between having a meeting in Hilo versus having the meeting in Kona, because I know that we have to pay gas for board members, as well as probably gas for employees. Time for employees. So as far as that, what is the difference between the amount of money to bring people in for Kona versus Hilo?

KEITH OKAMOTO: Yeah, that's a great question. I'm sorry, I don't have a number. But the bulk of the cost for the department will be the manpower and the time. Typically, the travel, you know, to set up here or there. Basically similar. But it's more of the staff time for travel. One other option, you know, I'd like to throw out there is possibility of a hybrid-type meeting where, you know, we can attend via zoom. But we'll still need to provide a physical location for public testimony, and whatnot. So, it could be like 1/3 1/3 1/3. It's an option, you know, 1/3 in Hilo, 1/3 in Kona, and 1/3 the hybrid as another consideration. But again, that's just my thoughts. We're happy to do either way.

BN: My initial thing was not to change it, because I didn't want to put the strain on Keith and his staff having to make this arrangement to pack up, and it's a lot of work for them. It doesn't really affect my drive. I'm in Kohala I mean, we should have it every third meeting in Kohala. So, it's pretty equal distance for me. So. But that's, that's why I said no, it wasn't because I didn't want to be accommodating to board members. But thinking, you know, the amount of work and what's entailed to have them bring the production over? Just didn't make sense to me.

CHAIR SH: Yeah, Kawena?

SKL: It's the cost of doing business. The Board has a Board secretary. Correct? Is that board secretary...

CHAIR SH: It's not filled right now.

SKL: Well, apart from that.

CHAIR SH: But we're going to fill it.

SKL: Does the Board secretary, respond to the board in terms of something like this? I'm not sure what the department does. If the Board secretary is setting up the wishes of the Board. I think like the tail's wagging the dog, is what I'm trying to get at.

KEITH OKAMOTO: No, I think, you know, I think in the past, that just the Board secretary was just kind of doing what previously was kind of the schedule, and redoing it, you know, coming out of COVID. You know, our in-person meetings, were kinda like how the last or prior Board Secretary set up the schedule for 2023. So, but you know, it is at the discretion of the Board. And I think that's why, you know, it was agendized, for discussion. So, you guys, tell us what, you know, what you would like to see.

SKL: Well I like your, I like your comment, or idea about using Zoom. But I heard, I read, some things in the minutes that people don't like that.

Voice: What?

SKL: But it's okay. Having served on council staff for many years, having been Deputy County Clerk, having been on the Redistricting Committee, having been on the Liquor Board, I'm familiar with the cost of doing business, to have these meetings equally across the island. So, it's not unique to this Board, to not be able to have that functionality. And that's, that's where I'm coming from. It's tried and proven. It's works. We just have to have the will to do it.

CHAIR SH: Yeah alright.

SKL: Parity is what I'm looking for.

CHAIR SH: I might comment. I served on 2 other Boards besides this one, and they just did every other month. Hilo Kona, Hilo Kona, Hilo Kona. That way, it was automatic if you met this month in Hilo, you know the next month you were going to Kona. So, this is, you know, I'm not, I'm not really, I don't care where the meeting is at. I'll show up. But I think that there's extra personnel needed with a Zoom meeting, because we still have to provide a meeting place and have staff there. And we have to have broadcast and everything. So it's a little bit more complicated than just an in person meeting, be it in Hilo or Kona.

KEITH OKAMOTO: Yeah.

CHAIR SH: So, I think that that would be pretty much a burden to do a Zoom meeting because of all the requirements required by State Sunshine Law with, with the broadcast and everything.

KEITH OKAMOTO: Yeah, and you know, just from our side, I just threw that out as another possibility for you for your discussion. But, yeah our concern is the glitches that could happen too. And then we believe we probably got to involve our IT staff. We're not sure if we have all the AV equipment required. It kind of depends on the venue that we choose as the site for the physical location. But you know, just coming from our side, we can go either way. For now, the hardest part will probably be securing venues. So, just my comment if we decide to go back and forth, allow us some time to secure the venues on the west side. So, this will be our probably our East Side Location. This one. This is where we were before COVID. So, this was kind of our standard setup.

CHAIR SH: Oh.

SKL: Oh.

KEITH OKAMOTO: Westside, we'll need to figure some stuff out, but we're willing.

CHAIR SH: Kawena, yeah.

SKL: I wanted to remind everybody that motion on the floor is to have equal amounts of meetings on both sides. The offer for Zoom is a good one, if we want to consider that, but it would require an amendment to the motion.

KEITH OKAMOTO: Correct.

SKL: So, for discussion, I prefer we keep it to the motion.

KK: Okay, I just have a question. What, with the meetings and having the staff at the meetings, what percentage of the staff is coming from Hilo? And what percentage is coming from Kona if they're coming to Hilo.

KEITH OKAMOTO: Oh, so yeah, percentage would be one, two three four five six...Seven out of eight from Hilo. I'm an engineer but I still cannot do that math.

(Laughter)

KEITH OKAMOTO: Twelve and a half percent coming from Kona.

(Laughter)

KEITH OKAMOTO: Right? Only Alvin's from Kona.

DD: Alvin, they make you happy, yeah, they drive you.

(Laughter)

KK: We'll just say 80/90 percent from Hilo.

KEITH OKAMOTO: Okay, that's cool. That works for me. Yeah, but you know, I do concur with Vice Chair Lopez, you know, if that's the will of the Board, that's the will of the Board. And you know, we'll just have to budget accordingly.

CHAIR SH: I'd like to make another comment. In past boards that I sat on, there was a lot of public testimony. This is the first Board I've been on that we have no testimony public testimony. So one of the main reasons for moving the meeting from Hilo to Kona would be to give the public the chance to testify in person, rather, I mean, they're not going to drive all the way over to Hilo from Kona to testify for, you know, while some of them did. So anyway, that was that was the primary reason for equalizing the meeting. It wasn't for the members per se, it was for access for the public to actually have the chance to testify in person to the Board. And so, it wasn't for the convenience of the members, for sure.

VOICE: Ok

CHAIR SH: And then, and then this this, this Board, I've been really shocked at the amount of the lack of testimony that even with all the rate hikes, I mean, I was, I've been really surprised at all the rate hikes we went through the past two years. And then nobody testified like, hey, wait a minute, when you guys gonna stop? You know, so, I think that, is it common in the past? Where there? Was there a lack of testimony?

KEITH OKAMOTO: Yeah.

CHAIR SH: Yeah, okay. So anyway, I just wanted to state that that was the main reason for moving the meeting was access to the public.

KEITH OKAMOTO: Okay.

CHAIR SH: Chair recognizes DD.

DD: So I believe the intent of the motion is (unintelligible), but currently the way the motion is, I believe, that my understanding it would mean that it would be 50/50 within the context of starting from now. So, what I'd like to suggest is giving, maybe amending the motion to allow staff to be able to get a schedule to get to a 50/50 and hopefully to (unintelligible) it later. Because otherwise, they may not be able to find venues in a timely fashion, but we'd give them the opportunity. So, if it's the intent of the Board to commission to have meetings split, when can that feasibly be initiated? Moving forward.

CHAIR SH: Kawena.

SKL: Is that a motion?

DD: No, no, no, I'm suggesting it. Because otherwise, it means that staff will have to look at their schedule now to be able to figure out how to do that. That's what I meant Kawena.

SKL: Okay, so we're looking for an amendment to the motion to satisfy (unintelligible).

DD: Well...

CHAIR SH: Because he's..

DD: Staff, staff needs to find...

SKL: Sure, sure, it's good business.

DD: but it should be reasonably, as timely as possible. That's all I'm suggesting.

KEITH OKAMOTO: We will work on it ASAP.

DD: Right.

KEITH OKAMOTO: If we can schedule February in Kona, we will.

SKL: Yeah for sure.

DD: Right. It's just that I'm suggesting that it doesn't impede upon a, a compliance as far as...and we're happy to be able to do it. That's all I'm thinking.

SKL: I hope, I agree with that.

KEITH OKAMOTO: And that's what we're missing with Doreen is, I'm sorry, Kawena, do you know your exact language of your motion.

SKL: It was to have meetings, the same number of meetings in Hilo as Kona and to modify the current year's schedule to try to achieve it.

KEITH OKAMOTO: Okay.

CHAIR SH: So he doesn't mean...

SKL: I don't mean...

CHAIR SH: alternating or something. In other words, six in Hilo, six in however they can work the schedule. It doesn't have to be alternating Hilo, Kona, Hilo, Kona.

SKL: I didn't make that request, okay.

CHAIR SH: Yeah. He said that, he's asking for six meetings in Hilo with six meetings in Kona. So the next meeting might be in Hilo, but then we'd have to compensate by having two meetings in Kona. So I think that that should be...

DD: So, does the Motion that stands is adequate then?

KEITH OKAMOTO: Well, yeah, I mean, we'll make it work.

DD: Kawena, I'd say the Motion stands.

SKL: Okay, thank you.

KEITH OKAMOTO: That's why I wanted to double-check with that.

SKL: I very much appreciate what you need to go through if we decide that we want.

KEITH OKAMOTO: We might ask for your help with your connections over there.

SKL: Yeah, yeah, Kona.

KEITH OKAMOTO: Anyway, but yeah.

SKL: I'll do all I can.

KEITH OKAMOTO: Okay, so, it seems like we do have some flexibility and I think we can make it work with the Motion that's on the table.

SKL: Okay.

CHAIR SH: So, any other discussion? This is a big change now. Okay. Diana.

DML: I do have one point that I want to make sure Ben is aware of because I believe, in Kawena's initial discussion point, he thought, suggested that maybe we could meet on different days, but that fourth Tuesday of each month is in the current Water Board Rules. Rule 1-2e. So, it would require a Rule change to make it different at various meetings.

SKL: But that wasn't part of the Motion.

DML: No. But..

SKL: So that's a (unintelligible)?

CHAIR SH: So, it'll still be on the fourth Tuesday of the month. In equal amounts in Hilo and Kona. That's **the Motion as it stands. Any other discussion?** Oh, I don't think we're going to have to do that. (unintelligible). So, it's been moved and seconded that we have equal amounts of meetings in Hilo...

BN: Chair, we need to do a roll call, so we can record the vote.

CHAIR SH: Ok, yeah. So, the motion is to have equal number of meetings in Hilo as well as Kona for this calendar year 2023 and we can call a roll call please Paulette?

PW: Mr. Bell

KEITH OKAMOTO: Absent

PW: Oh. Sorry. Mr. DeLuz

DD: Aye.

PW: Mr. Kekela

MPK: No

PW: Ms. Keolanui

KK: No

PW: Mr. Lopez

SKL: Yes

PW: Mr. Ney

BN: No.

PW: Mr. Sugai

KS: No

PW: Chair Hirakami

CHAIR SH: I don't have to cast vote in this case. There's no tie so I abstain.

KEITH OKAMOTO: Oh. Okay. Hey, you're making it hard for our new Board Secretary.

(Laughter)

CHAIR SH: So can we read the results.

PW: There are 3 Ayes 4 Nays; 1 abstained. (**Correction: 2 Ayes, 4 Nays, 1 abstention**)

CHAIR SH: Okay, so the Motion doesn't pass.

SKL: Motion fails. I respect any decision on the vote.

DD: So, Chair, just for clarification for the rest of the Board, the current schedule stands as is.

CHAIR SH: Stands as is.

DD: Thank you.

KEITH OKAMOTO: It was worth the discussion, I think.

BN: The thing about discussion. No one has to be conformed to any one idea or opinion.

CHAIR SH: Mr. Kawena has to make sure is that Mr. (unintelligible) appears.

(Unintelligible Voices and laughter)

CHAIR SH: That would be pressure on the Chair. I would say, "Oh, oh, it's a tie vote," and the Chair would have to vote. So thank you very much for that.

KEITH OKAMOTO: We certainly appreciate the discussion and thank you. Sometimes discussions are uncomfortable but it's still worth having. Yeah. So appreciate that. Thank you, Mr. Chair.

CHAIR SH: Okay, we will move to your section of the report. I have to ask if there's any testimony for this **Item E, the Manager-Chief Engineer's report**, seeing none, I turn the floor over to Keith Okamoto.

KEITH OKAMOTO: And I will deflect it to Kawika to provide an update on the North Kona Wells.

KAWIKA UYEHARA: Okay, so Kawika Uyehara. This update for our North Kona wells for this month. Again, we have 10 of our 14 North Kona sources operating and are available to use. So, we went over the Palani Well and we awarded that one today for repairs. Makalei Well, same as last month. we're looking at the developer on a schedule. And the other is Hualalai Well repairs. We're opening...we pushed that bid opening to; February 9, next month. And, we had to revise some of the bid specs and stuff like that to get that on next month's agenda. Any questions?

CHAIR SH: The Chair recognizes David DeLuz.

DD: Kawika, you know in regards to a developer, in this situation, you know, unfortunately, the Well went kaput during the warranty period and the developer (unintelligible). Does the Department require a Bond from the developer or sorry, performance as far as completion of their Well? And the reason I ask that is, you know, unfortunately, the history of the development transitions to different orders and even though the assignments and what have you, I guess my concern is that, you know, although the attentions of all media role have entitlement and contractual obligations to something sometimes they may...and especially after the development has done or, in the case of most of these developments that not even, they've only got the infrastructure development and they still gotta transition to the sale of your property. Perhaps, the department needs to look at some type of bonding requirements for (unintelligible). .

KAWIKA UYEHARA: So maybe I'll start, this is Kawika, I'll start with my response and maybe let Kurt fill in some of the blanks. In particular, some of these private well developments, they negotiate and execute a well development agreement with the department. And that might be tied to something with Planning too, depending on what they're doing. So typically, they don't, they don't have the water right near their source, any development until they finish what's required, the source, or if that tank is required, waterline that they build it to our standards, and they dedicate it to the department. So they don't have any, there's no, I guess, obligation at that point, for the department like, to provide them with water. I'm not real clear, if all of our agreements have bond requirements in it, as existing.

KURT INABA: This is Kurt. It is...we do a lot of times, have security deposits for infrastructure requirements. And it's a contract with us, who are trying to have a security requirement for that, but maybe not sure if the point you're making is, once they complete it, then that security is done. If they

built the infrastructure, and now we gotta provide them the water. I don't believe there's any security subsequent to that, during the warranty period. Because the improvements are turned over and we're using it yeah.

KEITH OKAMOTO: How it could also be addressed, is typically those are documented via a Water Development Agreement. So, you know, again, we're always learning how to address issues, as we process new agreements. If that's a concern, you know, we can include some language to protect the Board and the Department on subsequent agreements as well.

DD: Actually Keith. So, the concern here is, a well, that was operating, that failed. And was it providing water service at that time. So, whose responsibility is to provide the water service, when that well went. So, so that's my concern. So, so it puts the onus on the financial responsibility back to the Department. So, from my perspective, if the well is not enough, if it goes to this context, as far as damage, not damages, but lost opportunity when the department's got to fill in. And so, if your operating costs have increased, whether you got to haul water, whether you got to create some kind of, you know, opportunity for rerouting your distribution system, that that becomes I think, problematic, as far as how it's managed. So my context would be, it's kind of like a bonding okay. You cannot perform, we're taking over, we're gonna, we're gonna call the bond, and we're going to take over, we're gonna finish (unintelligible), you know, getting this well repaired and what have you. And so that, I think what I'm suggesting is, you folks need to look to see how much you control or in the event that this case for services already being initiated, this is a unique situation where if they flag out and you know, even if you were to sue them, it doesn't solve the problem, you don't have a well.

KEITH OKAMOTO: Well, yeah. So, you know, again, I think what Kawika mentioned the first time was, that's our initial security. They don't, they don't have water until the infrastructure is complete. But once it's complete, and it goes down, like some of these wells in Kona, which is why part of the reason why in the past, when we did Well Development Agreements, we weren't having maybe the challenges we have now. It was a 90/10 split. In other words, the developer would get 90% of the capacity of that new well that they constructed. And back then maybe we thought it was fair, current agreements are now revised to reflect to 67/33% or 2/3 1/3. And part of that is so that the Department has additional capacity from that well to maintain operations should, you know, because wells are gonna break down. No well is gonna operate forever. So, we have to be smart enough to revise our agreements accordingly, I think.

CHAIR SH: Thank you, sir.

KURT INABA: Kurt. I can add maybe for this particular case where, Makalei Estates Well anyway. Where the developer is responsible for repair because it happened during the warranty period. For us, fortunately, this well, there was a trial operating period also built in that required them to prove the water quality was adequate to put into the, or to continue to use at that creek that they were installing. And so we really don't the developer really doesn't have water, servicing their property at this time from the well allocation.

KEITH OKAMOTO: And that one, we were smart enough to even, I think provide language that the allocation could be diminished. So, if the water quality, just applied it, or, you know, if there was degradation in the water quality,

KURT INABA: There was enough known about the water at that location.

KEITH OKAMOTO: So, we try to, you know, and every situation is unique, but I think we all were aware that that particular location was going to be a basal source. Not a high-level source.

KURT INABA: Sorry, Kurt. But the agreement was amended from a previous agreement. And so, you know, like Keith mentioned, we learned as we're going along. We didn't stick with the original agreement language, when it came time to revise that Agreement.

DD: Thank you folks.

CHAIR SH: Good points though.

DD: Thank you, Mr. Chairman.

CHAIR SH: Thank you for that. Any other discussion? Thank you.

So, we go to **Item F** and this is **Executive Session Regarding Open Litigation for Civil Case No. 19-1-0215K, Bodell Construction Company**. The Board anticipates convening an executive meeting for the purposes of discussing the legal rights, duties and liabilities of the Board concerning open litigation against the Board, as authorized by Hawaii County Charter Section 74.6 and Hawaii Revised Statutes ("HRS"), Section 92-4 and 92-5(a)(4). The Board wishes to have its attorney present, in order to consult with the board's attorney on its questions and issues pertaining to the board's powers, duties, privileges, immunities, and liabilities pursuant to HRS Section 92-5(a)(4). A two-thirds vote of the members present, pursuant to HRS Section 92-4, is necessary to hold an executive meeting provided that the affirmative vote constitutes a majority of the board.

Do I have a Motion to move into Executive Session?

KK: Kea Keolanui. I make a Motion.

BN: Benjamin Ney. I second the Motion.

CHAIR SH: Okay. It's moved and seconded that we move into Executive Session.

KEITH OKAMOTO: This one will require a roll call.

CHAIR SH: Is there any discussion? Seeing none. Can we have a roll call vote please?

PW: Mr. DeLuz:

DD: Aye

PW: Mr. Kekela

MPK: Aye

PW: Ms. Keolanui:

KK: Aye

PW: Mr. Lopez

SKL: Aye

PW: Mr. Ney

BN: Aye

PW: Mr. Sugai

KS: Aye

PW: Mr. Hirakami:

CHAIR SH: Aye

CHAIR SH: We have all affirmative votes, so we're going to move from this general meeting and take a short five-minute break, and then reconvene in Executive Session.

EXECUTIVE SESSION (at approx.11:40a)

RESUME REGULAR SESSION OF THE WATER BOARD MEETING (at approx. 12: 55p)

CHAIR SH: We're moving back into the regular Water Board meeting. And we're coming out of Executive Session. And I'd like to entertain a motion.

SKL: Chairman, I move that we accept the recommendation of our attorney so we can move ahead with this issue.

BN: Second

CHAIR SH: Moved by Kawena. Second by Ben. It's moved and seconded that we accept our counsel's recommendation. Is there any further discussion? Not seeing anyone? All in favor say aye.

Unanimous Ayes

CHAIR SH: None opposed.

Motion carried.

And now we move into **G. Chairperson's Report**. Oh, fortunately for you, this is my first time, and I don't have much to report. What I do want to say is that I'm looking forward to attending next month. I was invited to the State Water Conference. And I think Keith and several staff members are going.

KEITH OKAMOTO: No, just me and Board Members.

CHAIR SH: Oh, it's me, and who else is going?

KEITH OKAMOTO: Kawena, Ken and Ben.

CHAIR SH: Oh good. Alright.

SKL: I think we're flying on the same flight.

CHAIR SH: Yeah, I'm really interested to see our comparison of our island to the rest of the state and the water issues. I know on the west side of Maui and Molokai and all the islands, we have a severe drought. So, it'd be probably a good click, and I'm sure on the table next month, there will be a lot of discussion about how we hold our military accountable to protect our water. Because that's a big Oahu issue. I think that's going to be on the table.

SKL: Is this casual dress?

KEITH OKAMOTO: Yeah.

MPK: Is it too late to sign up?

KEITH OKAMOTO: Yeah.

MPK: It's alright.

CHAIR SH: Yeah. So, thank you for that invite. I think it'd be really a wake-up call. And I would like to see a revitalization of a Permitted Interaction Group on the water demands of our County. And Kawena if you could recap at the next meeting. And it'll be on the agenda to see who the present members are on there. As Chair, I'd like to step down from that committee.

SKL: You're not the Chair.

KK: I would like to...

CHAIR SH: Oh, you're the Chair.

SKL: No, no, Ben's the Chair.

KK: But you're part of the group.

CHAIR SH: So Ben you're Chair.

KK: Ben, if you're stepping down, I nominate Pono.

DML: I think we're getting off the topic here. Just put in on the agenda for next month.

CHAIR SH: So anyway, we haven't talked about that for a long time. So Ben, maybe you can.

BN: I'll see if I have everyone... cc everyone's email that list.

CHAIR SH: Yes. And just bring us up to date and a replacement on the committee for me. That'd be great. So that's all I have to say. And, **9. Announcements** is next meeting is on February 28.

KEITH OKAMOTO: It could change.

CHAIR SH: And unfortunately, right here.

KEITH OKAMOTO: Subject to Change.

CHAIR SH: It's here now. And so, do we need a **motion for adjournment?**

SKL: So moved.

KS: Second

CHAIR SH: Any Discussion? All in Favor say Aye.

Unanimous Ayes

CHAIR SH: None Opposed.

Meeting adjourned.

(Meeting Adjourned at approximately 105p.)

Secretary

APPROVED BY WATER BOARD

(February 28, 2023)