

County of Maui Water
Supply

BOARD OF WATER SUPPLY
COUNTY OF MAUI
OPERATIONS COMMITTEE MEETING

Held at the HGEA Conference Room, David K. Trask, Jr. Office Building, 2145 Kaohu Street, Room 207, Wailuku, Maui, Hawaii, commencing at 11:00 a.m., on August 13, 2001.

REPORTED BY: JEANNETTE W. IWADO, RPR/CSR #135
IWADO COURT REPORTERS, INC.

A T T E N D A N C E

CHAIRPERSON:
JONATHAN STARR

BOARD MEMBERS:
MICHAEL NOBRIGA
KENT HIRANAGA
ORLANDO TAGORDA

DIRECTOR
DAVID CRADDICK

DEPUTY DIRECTOR
GEORGE TENGAN

DEPUTY CORPORATION COUNSEL:
HOWARD FUKUSHIMA

FISCAL OFFICER:
MICHAEL QUINN

ENGINEERING:
HERBERT KOGASAKA

IWADO COURT REPORTERS, INC.

TRANSCRIPT OF PROCEEDINGS
BOARD OF WATER SUPPLY
OPERATIONS COMMITTEE MEETING
AUGUST 13, 2001, 11:00 A.M.

CHAIRMAN STARR: Call to order the meeting of the operations committee of the Maui County Board of Water Supply. We have with us today committee members Honorable Kent Hiranaga, Orlando Tagorda, Mike Nobriga, and I'm Jonathan Starr. We have Director David Craddick, Finance Officer Mike Quinn, George Tengan, Deputy Director, and Corporation Counsel Howard Fukushima. And also our court reporter doing a great job for us, and also Herb and Herb handling the engineering and operational side of the department.

I believe that we do not have any minutes to approve at this time, so we will move along to testimony from the public. And I'd like to ask if anyone in the public would like to give any testimony before we start.

Come up here and sit down, sir. Tell us who you are, and you are welcome to expound.

MR. CHAPMAN: Thanks. My name is Bob Chapman and I have the property up on Middle Road that I wrote a letter about trying to get the water meter for. The water meter now, we have a property up there, I think it's number 73, it adjoins this piece of property, and the water service comes up to the top of a driveway that splits the property. It goes right down the property. And then we have the house on the bottom, lot number 73, I believe, and there's a standpipe halfway up the driveway.

There's a standpipe up at the top of the road. The standpipe at the top of the road sits on the corner of lot number 11, where 11 meets the driveway going down to lot 73. This lot that we are asking for the water meter for adjoins lot number 11, so there is water service up to lot number 11 next door. The standpipe number is 277. And what I'd like to do is to extend that pipe down the road at my expense to the lot next door, which is our lot, and obtain a meter.

Now, there is an agreement here that states that

these properties in the Harold Shim Subdivision would have to comply with the subdivision requirements before building permits or additional water service could be granted. And two out of the three lots in that Harold Shim Subdivision, they do have residences and they do have water service.

And my first request from the Board of Water Supply was that I'd have to meet these subdivision requirements and put in the pipe system all the way down the road past the three lots, put in the laterals and the hydrants. And my position is I am willing to extend the line from the lot next door to my property, but I can see no reason to extend it all the way down around past the other two lots which already have meters and have water service.

So my request is to extend the line from where it presently deadends down the one lot, to my lot, and stop it there. It's my understanding, we have had surveyers up there on that street, and they say they're doing it for a water line in the future. So if there's going to be a new water line in the future, why do we have to extend the line down the road right now and cover existing properties that already have water? So I think my request is reasonable. I just want to pay for the extension to bring the water to the corner of my lot and stop it there, since the other two lots already have water. That's my proposal.

CHAIRMAN STARR: Members, any questions for Mr. Chapman? I understand that we don't really have a staff report on this, is that correct?

MR. CRADDICK: That's it.

CHAIRMAN STARR: This is it?

MR. NOBRIGA: Hot off the presses.

MR. HIRANAGA: It was still warm.

CHAIRMAN STARR: It wasn't in the package, though.

MR. NOBRIGA: Hot off the presses.

MR. TAGORDA: Mr. Chairman, if I may, I would like

to get some point of clarification here. This lot is a three lot subdivision by the Harold Shim family, and you bought a parcel out of this three lot subdivision, Mr. Chapman?

MR. CHAPMAN: That's correct.

MR. TAGORDA: And you didn't know then or before you bought this property or this parcel from Shim, did you know that there was an agreement entered into by this subdivision with the Department of Water Supply or the Board of Water Supply that was dated October 11, 1978?

MR. CHAPMAN: Right.

MR. TAGORDA: In that agreement, if you were able to read it, it says on this report that the purpose of that transfer is not to ask for a building permit or other uses. But it so happened that there was some kind of actions done in the past by the department and some of these landowners of the two parcels that is questionable now, if I understand very well.

MR. CHAPMAN: That's correct.

MR. TAGORDA: What you're asking this committee is just a fair treatment given to the two landowners.

MR. CHAPMAN: Right.

MR. TAGORDA: I see that point. However, I still have kind of -- am not able to understand, and I don't want to point fingers here, why is it that when this county or this department entered into an agreement -- and I would like to ask the Corporation Counsel -- that how can we enforce an agreement entered into by this department knowing that there is very clear violations of that agreement?

MR. FUKUSHIMA: If I may, Mr. Chairman. At the time the agreement was entered into, Member Tagorda, I don't believe there were any violations. What happened subsequent to the entering of that agreement, through inadvertence, excusable neglect, or however you want to characterize it, it appears

that two building permits were in fact granted where they should not have been.

MR. TAGORDA: That's correct.

MR. FUKUSHIMA: Why they were granted I can't say. These agreements were recorded, they run with the land, and both the owners as well as the department should have known. Again, I cannot answer why the department did not enforce the terms of the agreement that was entered into in 19 -- what was that, 1974, 1978?

MR. TAGORDA: 1978.

MR. FUKUSHIMA: I have no comment as to that. But the agreement is clear that no building permits or additional water service should have been granted until all subdivision improvements had been put in place.

CHAIRMAN STARR: I want to understand, the request is for a water meter though, it's not to sign off on a building permit, is that correct?

MR. CHAPMAN: This is just for a water meter.

CHAIRMAN STARR: And that the two water meters that are existing, those were in place from 1962. So meters have not been installed?

MR. FUKUSHIMA: Meters were not installed, but building permits were granted.

MR. TAGORDA: Now, to follow up my question, Mr. Chairman, if I may, to our Corp Counsel. Can your office review the agreement and the department records and find out what legal recourse can we do or the Board can do so these things that's been happening in the past and probably we can prevent this in the future, can be remedied.

MR. FUKUSHIMA: If I may, Mr. Chairman. Is the member requesting as to what recourse the department has as to

the building permits that were approved in the past?

MR. TAGORDA: The building permits that were approved in the past wherein if you look at the agreement there should not be a building permit granted by the department.

MR. FUKUSHIMA: That's correct. And you want to know if we can pull those building permits?

MR. TAGORDA: Exactly.

MR. FUKUSHIMA: This many years after the construction, after the department approved?

MR. TAGORDA: What I'm trying to say here is let's just not in the future do these things. We need to get really -- we need to look at the agreement really carefully and thoroughly and interpret it the way it was written. What Mr. Chapman is trying to say to us here is, "let me be equally treated with those two owners."

MR. FUKUSHIMA: Well, they're not entirely --

MR. TAGORDA: Because if we are going to let him only shoulder the expenses to comply with the requirements asked by the department, what happened to the two landowners that were into that agreement?

MR. FUKUSHIMA: Again, the situations between the other two lot owners and Mr. Chapman can be distinguished. The other two lots had existing meters; this particular lot does not have an existing meter. However, I think that the question that you are posing as to what the department did and what the department can do in the future to prevent this type of occurrence is a question that would properly -- should properly be directed to the Director rather than to Corporation Counsel.

As far as the issue of the already issued building permits, I believe there's very little that we can do. The owners did act upon reliance of two apparently valid building permits that were issued by the Department of Public Works, and

if I am not mistaken, signed off by the Department of Water Supply.

MR. CRADDICK: I suspect so.

MR. FUKUSHIMA: So at this point I would believe that there's very little to do. They were acting upon official assurances that it was okay to go on, even though there were agreements that said that perhaps other things should be done before any permits were issued. And I wouldn't want to go into the issues of liability at this time, although they could be potentially -- there are potential issues of liability to the department, if that's the course of action this committee is going to recommend.

But what we have before you is a request from Mr. Chapman to waive certain subdivision requirements. The standard that this committee and the Board applies in these types of requests is if the request will not jeopardize other users in the area, then waivers from the strict application of the subdivision rules can be waived. So that's the issue before you right now. And I believe that Mr. Craddick perhaps has a proposal or some insight into this issue that can help the committee.

CHAIRMAN STARR: I believe there's another issue here, which is something that is a question that I've asked and other Board members have asked a number of times. I remember that one time where we met in Lahaina, over in Lahaina. The concern is, how does our process currently and in the future prevent us from making this error tomorrow or next year. And I'd like to ask the Director, and I also hope that Herb can give us some wisdom too, as to how our process deals with it so that hopefully we learn a lesson from when the process breaks down.

MR. CRADDICK: I'm going to guess that because those other two lots had meters that nobody went to look for one of these family subdivision agreements. I'm just guessing. Herb, would you know?

MR. CHANG: I think in this particular case I believe the problem was if you look at the agreement it refers

to the tax map key parcel 12. And then normally when we have these building permits, one of our processes is to look for old agreements. Unfortunately, parcel number 12, if you look at exhibit B, that number was totally eliminated and was replaced with 78, 79 and 80. That might have caused reasonable human error as far as tracking down the agreement.

MR. CRADDICK: So you mean once they got that waiver and they did the subdivision, then the tax map key numbers changed?

MR. CHANG: Parcel number 12 was totally eliminated, and the three lots that were created was like 78, 79 and 80. That's the problem, because three people handled these permits and all three missed it. So that's the only thing I can think of.

CHAIRMAN STARR: So that certainly is understandable. If the property description changes, nothing would come up when you look for or are looking for the new property number. How can we, you know, before we deal with this one case, how do we prevent or improve our system so that we don't do this again? That's my question.

MR. CHANG: I think about a year and a half ago we went manually through all of the agreements and looked at each parcel and we updated our data base. So I believe we got most of them out in our data base. It will flash out a red light saying the number has changed.

MR. FUKUSHIMA: If I may, Mr. Chairman. Herb, when parcels are assigned new tax map key numbers after subdivision, is your department generally informed of those changes?

MR. CHANG: We have to look at it two years later on, then we look at a tax map itself.

MR. FUKUSHIMA: Do you have a standing request with the Real Property Tax Division to be informed of tax map key numbers when they are assigned?

MR. CHANG: I have never seen anything. Maybe Dave or Herb has from the tax office.

MR. FUKUSHIMA: Because I believe they have something worked out with Public Works where Public Works is informed. Now, it may be a little late, because it depends upon when these agreements are recorded, and the state or whoever assigns the TMK numbers gets around to it. But I believe there is some process to be informed of TMK numbers when they are assigned. So perhaps you can touch bases with the Real Property Tax Division to inquire about obtaining that information.

CHAIRMAN STARR: Herb?

MR. KOGASAKA: I believe what Howard is referring to is the currently adopted process of addressing each parcel, and I am not too sure what the status of this is, but it's pretty well along in its way. It's a new identification process for each parcel and the parcels created thereafter. Yes, we'd like to get on with that concept as well.

CHAIRMAN STARR: In other words, will there be a new way of referring to each parcel? That sounds like a recipe for another whole layer of problems, if they're going to create a new identity. Anyway, I'd just like to ask that staff work to, you know, I don't think it requires any action by the Board, but I would just like to ask that staff use whatever abilities and whatever we can get from other departments to try to find ways to make us bulletproof in these kinds of things, because it's very complicated.

I certainly can't lay blame for this, you know. The tax map key number changed and there was no record of it. But hopefully we can learn from it and get better. Dave, do you have any comment?

MR. CRADDICK: I'd like to offer maybe a solution to the problem. The Chapmans say they're willing to fix the water line up to their portion of the property, and that certainly would be acceptable to the staff, if we at least got the line fixed up to their property along the road. I believe that's within the Board's power, to modify subdivision requirements.

CHAIRMAN STARR: Can I get a clarification? I am looking at the map, but I'm so confused about which parcel.

MR. CRADDICK: Your property is Lot 1, right?

MR. CHAPMAN: No, we're 78.

MR. CRADDICK: This one right here (indicating)?

MR. CHAPMAN: Yes, that's the one.

MR. CRADDICK: That's Lot 1. Anyway, this lot at this point, exhibit D, it's the page right before the one that I gave you, exhibit D as in David. His lot is Lot 1. Now, if you go back to the other map, that's on the far left-hand side at the top. So he's saying he will bring it down from wherever the line is inadequate down to his portion of the lot there, and that would be acceptable to us. Especially in light of the fact that the other -- if there is a pipeline project being designed up there.

Are we doing one, Herb, or is somebody else doing something?

MR. KOGASAKA: Not in this area. We are coming down from --

MR. CRADDICK: It may be somebody else who is doing something then, if he's saying somebody is surveying a line or doing some surveying up there.

MR. KOGASAKA: We're doing the work down on the cross road.

MR. CRADDICK: They may have just been coming from up there down.

MR. KOGASAKA: It's not going to extend all the way up the cross road, but the portion where the tank is, down the makai side of that towards the hospital.

CHAIRMAN STARR: So, trying to understand, these are

the properties in question?

MR. CRADDICK: The crosshatched line on exhibit E.

CHAIRMAN STARR: Even though it says E.

MR. CRADDICK: That's the lot that's subdivided into three lots, and they have the one on the most left-hand side.

CHAIRMAN STARR: Which is that?

MR. CRADDICK: These three here (indicating).

CHAIRMAN STARR: So this is this lot here, okay.

MR. NOBRIGA: Excuse me, Mr. Chairman. We are indeed confused as to what fits where on what map.

CHAIRMAN STARR: Right.

MR. CRADDICK: Okay, on exhibit E, the crosshatched rectangle with the road on the top of it is the property that is on exhibit D, which is listed as Lot 1, Lot 2, Lot 3. Chapman's is Lot 1, which is the farthest left portion of that square on exhibit E.

CHAIRMAN STARR: So we are looking at Lot 1, which is a 4.891 lot.

MR. NOBRIGA: So where is 78, 79 and 80 then?

MR. TAGORDA: Mr. Chapman, where do you propose to build? Where do you propose to build a line?

MR. CHAPMAN: Lot number 1 that you see there is now lot 78, they changed the number. So 78, lot 78. Then there's 80, which is a small one in between, and then there's lot 79. So lot number 78 is what you show as number 1, okay. Lot number 3 is the little parcel which is now parcel 80 in between the two. And lot number 2 is a 4.602 acres. That's changed to

79. It goes 78, 79, and then in between that's 80.

If you look at your lot number 1 I guess there, which is 78, on the Makawao side up the road, adjoining it is lot number 11, and there's where the water goes to right now. So it's adjoining parcel 78. The numbers jump because there's number 11 and then 78 next door. I don't know how they worked that out. So it's an adjoining parcel.

MR. HIRANAGA: Question, Mr. Chair. So that the subdivision is currently being serviced by the two-inch Driscoll pipe that also serves the Jacinto lot, the two existing meters?

MR. CRADDICK: I'm going to guess that's how it's served, but I don't really know.

MR. HIRANAGA: Do you know who currently owns lots 79 and 80, parcels 79 and 80?

MR. CHAPMAN: 79 is Mike Shim, and 80 is Rowland Shim.

MR. HIRANAGA: By this staff report it appears to me that only lot 79 has not complied with the agreement to date, because lot 80 had existing dwellings. It says "no additional building permits." So those are existing buildings, according to the staff report.

MR. CRADDICK: It says, "no new building permits," I think is what the agreement says. So it doesn't matter whether there are existing buildings or not.

MR. HIRANAGA: It does matter. If the building was there and he is not building new buildings, then he's not in default of the agreement.

MR. CRADDICK: I think the agreement says, "no building permits." It doesn't say whether it's on existing buildings or anything like that, it just says, "no building permits."

MR. FUKUSHIMA: If there is an existing building you

are correct, the thing can continue.

MR. HIRANAGA: The building was in existence prior to the agreement. And from this report, parcel 80 has not requested any building permits subsequent to the agreement.

MR. CRADDICK: Yes, it has.

MR. HIRANAGA: It is not in this report.

MR. CRADDICK: Yes, it is.

MR. HIRANAGA: Item 7 relates to parcel 79 .

MR. CRADDICK: Oh, okay, sorry. You're right, correct.

MR. HIRANAGA: So the only parcel that has not complied with this agreement is parcel 79, and it is still the original owner who agreed to the agreement. So I think we should first pursue or inform the Shims that they are in default of the agreement and see if they will in fact participate in bringing, in fulfilling their obligations to the agreement. Have they been approached or notified that they have failed to comply with this agreement?

MR. CRADDICK: I don't believe so, no.

MR. HIRANAGA: I would suggest that we contact them to see what their position is, since they're the original owners and they signed the agreement. We are assuming that they are not going to comply, but they may agree to comply, then you could have the entire system upgraded.

MR. FUKUSHIMA: They didn't sign off on the agreement. They weren't a subdivider, they were a transferee from the agreement.

MR. HIRANAGA: We should see if the Shims are willing to uphold what their father agreed to.

CHAIRMAN STARR: As a transferee, were they also

subject to it?

MR. FUKUSHIMA: As transferee, because the agreement runs with the land, they are bound by it.

CHAIRMAN STARR: What's the legal picture though after the fact?

MR. FUKUSHIMA: But the problem is they built, and it's a valid permit approved by the department. And now the department -- now what is being suggested is the department comes back and says, "Well, ten years ago we were wrong, so you have got to put in an improvement at a substantial cost to yourself," where they perhaps would not have requested a building permit if they knew they had to come up with this expense. So it's very difficult.

MR. HIRANAGA: It wouldn't hurt to ask them if they're willing to fulfill their obligation.

MR. FUKUSHIMA: If they say no, what are you going to do?

MR. HIRANAGA: We will have to go to the next step. Since they are the direct heirs from the subdivider, we'll see if they will uphold the obligations that their parents had agreed to.

MR. FUKUSHIMA: Again, you can approach them, but I can guess what their response is going to be.

MR. HIRANAGA: "If somebody had told us, we would have done it."

CHAIRMAN STARR: I know that in law there are two, you know, there are two classes of, you know, there are some things that you can do and not get caught and still get in trouble for later, and there are other things that once a certain time rolls by, you can't. I don't really know how this sort of thing falls. I have a feeling that it would be very hard to force them to contribute at this point.

MR. FUKUSHIMA: Yes, I believe that under estoppel theories that the department would be estopped from trying to say that, "You owe us money now," especially when the department itself signed off and approved the building permit, I presume.

MR. HIRANAGA: It's only for lot 79. Lot 80 is not released from their obligation.

MR. FUKUSHIMA: But they haven't asked for a building permit.

MR. HIRANAGA: The way this is termed, if one of the lots request, then all three are liable.

MR. FUKUSHIMA: He's not necessarily responsible. If there are different owners and one person wants to come in, he can't say, "Okay, you have got to pay half." Nevertheless, because one person wants to build, that doesn't mean the other person is automatically obligated to pay half of the costs.

MR. HIRANAGA: Because the parties involved were of a single family, that stipulation should have been placed in there, versus independent parties who are not related.

I would like to request, Mr. Chair, that at least a formal letter informing the current owners of 79 and 80 be informed of this obligation, and have them try to solicit a response. We are not demanding compliance, but we are requesting compliance.

MR. NOBRIGA: I would support that.

CHAIRMAN STARR: Well, my question would be, would it be fair to send that to the owners of lot 80 or just to 79, because 80, as far as I'm concerned, has not done --

MR. NOBRIGA: He still has an obligation, Mr. Chair.

CHAIRMAN STARR: They never applied for any kind of permit.

MR. HIRANAGA: We could send a copy of the letter to lot 80, addressed to lot 79 .

MR. NOBRIGA: 80 had constructed homes up to the October 11, 1978 agreement. You can look at the approved building permit.

CHAIRMAN STARR: David, do you have a comment to make?

MR. TAGORDA: It was 1978 when they had those buildings. It's only 80 that doesn't have any dwelling on his lot.

CHAIRMAN STARR: David, go ahead, please.

MR. TAGORDA: 78, I'm sorry.

MR. CRADDICK: I believe that the agreement says that whoever does it first is required to make the improvements. So I would expect whether the Chapmans were there or the Shims were there, whoever does it first would contact those other two and say, "Hey, I am going to do this, do you want to participate or will you participate with me?" It wouldn't be our obligation to go chase down those other people for the first one who wants to build.

Now, he could rightly come in and say, "Hey, why did you let them build? And we want you to kick in for the Chair that let these building permits go." He's not asking us to do that.

I think as far as the other two lots, the line is not being carried on past down the road to their lot, so they still won't have any adequate fire protection down there unless that's done. He's offering to fix the line up from the point of adequacy to where his lot is.

MR. HIRANAGA: I agree, I believe that's a step further down the road. The first step is to contact lot 79 to see what his position is regarding his obligation, and put that in writing with a copy to lot 80, just to keep lot 80 informed of what is occurring regarding that subdivision.

MR. CRADDICK: We could do that. I don't think you

need any motion of the Board or anything, we can do that.

CHAIRMAN STARR: I think sending them a letter and saying what happened, I don't see any harm with that. But I do think that we should deal with the matter at hand either one way or another, as far as Mr. Chapman and his family is concerned, which is really whether we would want to accept the improvements being done from his side as a fair -- not compensation, but a fair price to pay for being allowed to get the subdivision.

What kind of distance are we talking about, David, that they would be running a six-inch line?

MR. CRADDICK: Do you know, Herb?

MR. CHANG: My guess is around 800 feet of six-inch.

MR. HIRANAGA: Question, Mr. Chair.

CHAIRMAN STARR: Go ahead.

MR. HIRANAGA: Was there any fire protection requirements to be included in that?

MR. CRADDICK: Yes.

MR. HIRANAGA: So does the County have any liability to lot 79 for allowing building permits to be issued without adequate fire protection?

MR. CRADDICK: That I don't know, I would have to leave that up to Howard to venture.

CHAIRMAN STARR: Usually with a family subdivision isn't there also a waiver of liability with the family subdivision document? I know we have demanded it recently.

MR. FUKUSHIMA: It's a tough question to answer, it would depend upon the facts. I can't guess at all the facts.

CHAIRMAN STARR: We would have to see the document.

MR. CRADDICK: It's here, exhibit C.

CHAIRMAN STARR: Let's see what exhibit C says.

MR. CRADDICK: There's a hold harmless there on page three of the agreement.

MR. FUKUSHIMA: Typically for fire protection, since the County -- I mean the County generally has no duty to provide fire protection. Additionally, this jurisdiction is something known as the -- it slipped my mind. Anyway, in this jurisdiction the law is and it's basically that we don't owe a duty to any one member of the public, but we hold a duty to the public in general. It's the Notice of Public Duty Doctrine.

Essentially, unless we have some sort of contractual or other obligation to an individual, we generally don't have an obligation or are liable to individuals. We have the obligation to the public as a whole, but not to any one individual. That's a general law. But there are facts and circumstances that may go to change considerations under that general statement.

CHAIRMAN STARR: I know my concern would be not for lot 79 so much as for lot 80, to be sure that adequate fire protection is being given for lot 80. As Captain Ball, the fire captain mentioned at a meeting just on Friday, the idea for demanding fire protection on a subdivision is more to protect the existing houses and the existing lots around the new subdivision. So my question is, the proposed project, how is that going to provide fire protection for lot 80 and for the other lots around it?

MR. CRADDICK: It's not.

CHAIRMAN STARR: It's not?

MR. CRADDICK: No.

CHAIRMAN STARR: That's what I would want to see, is that lot 80, there would be fire protection for lot 80, since

they're the ones who would be impacted by the subdivision of lot 78. And they haven't built on lot 80 since this whole thing happened, but they had pre-existing dwellings. Is there a way of developing fire protection for lot 80 out of this?

MR. CRADDICK: Not unless they participate in it or we tell the Chapmans no and they have to do it all.

CHAIRMAN STARR: I'm a little bit confused, because I see this drawing and it shows a new six-inch line. This is what we requested?

MR. CRADDICK: Right. And his lot ends here, so his responsibility would end in here somewhere, not continuing on down here (indicating).

CHAIRMAN STARR: Would he be willing to provide some degree of fire protection for lot 80 as part of the new line?

MR. CHAPMAN: No. The reason being is that right now lots 79 and 80, what do they have right now? Why do I have to give them something they don't have? Let them pay their own way. If they want to bring the line up the other direction, they can come that way, too. If they want to extend it on from my lot down, let them do that. But why should I foot the bill for providing them with something? They've already got water service.

MR. FUKUSHIMA: Where would he be putting the fire hydrant, would he be putting it at the end of the line, Dave?

MR. CRADDICK: Yes, so it would be 800 feet closer to those lots.

CHAIRMAN STARR: Where would it be, the hydrant?

MR. CRADDICK: I don't know, we would have to get the plans. I'm sure at the end of the line is where the hydrant would be.

CHAIRMAN STARR: In other words, it would be over

here (indicating).

MR. CRADDICK: Well, the requirements say along the road, and I don't know how long the distance is along the road. If the distance along the road were less than 250 feet, then it could end there, otherwise it would have to go along the road.

CHAIRMAN STARR: To within 250 feet.

MR. CRADDICK: Right, of whatever the previous hydrant is, until there is no more along the road that you could put a line in.

MR. HIRANAGA: Mr. Chapman, if lots 79 and 80 were contacted regarding this agreement, and they both agree to participate, fulfill their obligations, would you also agree to participate in fulfilling the entire obligation?

MR. CHAPMAN: Sure, because they're going to have to carry their share of it. I can tell you right now what they'll say. Would you do it if you had somebody come back after the fact to you?

MR. HIRANAGA: That's irrelevant if I would do it.

MR. CHAPMAN: I'll tell you what they will do. To me, it's just a waste of time.

MR. HIRANAGA: I just wanted an answer to my question, Mr. Chapman.

MR. CHAPMAN: Well, you got it, as far as I am concerned.

MR. HIRANAGA: In your letter, Director, can you also state that Mr. Chapman would be agreeable to participating so lot 79 doesn't feel that he has to cover 100 percent of the construction cost, and also inform me? They might want the improved water line. So rather than guess that they don't want it, I think to at least have that presented to them and let

them say they're not interested or they're not willing to do it.

CHAIRMAN STARR: Okay, we already agreed that the Director would send out a letter. I know for me my feeling is that there should be -- if we are going to issue the new water meter, then there should be fire protection for at least lot 80. I would want to see that, because that's the idea behind causing the improvements before a subdivision is put in place, is to provide fire protection for the adjacent lots that are unprotected, so that a fire that starts out in one of the new lots in the subdivision doesn't adversely threaten the existing houses on another lot that doesn't get served. So anyway, Members, what would you like to do here?

MR. TAGORDA: Like Mr. Hiranaga, let the department contact the two owners of parcel 79 and 80 and see what if they want to contribute to the expenses to get that line adequate, then so be it. And if not, then we go up to the second stage of trying to --

CHAIRMAN STARR: Would you like to defer the matter in the meantime?

MR. TAGORDA: We cannot do action now until we get that letter responded to, to the owners.

MR. CRADDICK: Actually, you could do action now because they're either going to participate or not participate. If they participate, the whole line is going to be done. There's no action for the Board to take on the matter. If they don't participate, all you have to do is decide whether you are going to let them go ahead or not. So you can decide right now and put the thing to bed.

MR. HIRANAGA: Mr. Chair, actually there would be two issues. One is to just extend the line as Mr. Chapman requested, or to require him to extend the line to require fire protection to lot 80. I am not sure if I am prepared at this time to take that position until we find out the position from lot 79 .

CHAIRMAN STARR: How about a motion to defer until we get a response?

MR. TAGORDA: Move to defer, Mr. Chair.

MR. HIRANAGA: Second.

CHAIRMAN STARR: Conversation? All in favor of deferral?

(A chorus of ayes).

All opposed?

(None).

Okay, the matter is deferred until we get some response, then we can put it back on.

MR. HIRANAGA: Mr. Chair, is Mr. Nobriga not part of the operation? Did you vote?

MR. NOBRIGA: No, I stay fast asleep. The whole process was just boring to me, because the guy just wanted to know if he could do what the other guys did. And we could have just said, "Yeah, he can." And I don't know where the discussion went to, but it's completely outside of the realm of what was the agenda here. And the Chairman chose to continue with that line of questioning, so hey, you go for it. There is no meters to be issued anyway, so it's kind of a moot point, yeah?

CHAIRMAN STARR: I do want to clarify, by the way, that what we have done is recommend --

MR. NOBRIGA: I need a break.

CHAIRMAN STARR: Hold on one second. We are recommending deferral to the full board. We are not --

MR. CRADDICK: If you defer it, it sits in committee until you take action.

CHAIRMAN STARR: We are not directly acting. Anyway, short recess.

(Whereupon a brief recess was had).

CHAIRMAN STARR: We have another important item on our agenda today, gentlemen. We have a request to participate in the Best Practice Study for Energy Management. I understand this came out of a meeting at the water convention in Washington D.C., where the AWWA was going to be doing a nationwide study on how to save money and how to save energy. We were asked to participate in it, and I will turn things over to the Director for a bit of more information about this.

MR. CRADDICK: Basically what I would like to do is, Jonathan pointed out to me that the scope of work is kind of openended on this, and what we are doing is in our agreement it says the scope of work is under an agreement, an AWWA research agreement.

And when you look at EMA's agreement under Scope of Work on page 17 it says, "This document shall be prepared by the participant and may be a derivative work of the project proposal. It shall be submitted to the foundation within 30 days of the execution of this agreement." And I'd like to get that scope of work so we can get that to the Board before I ask them to take any action on this.

CHAIRMAN STARR: Well, the Chair feels this is a very admirable program. I would like to participate. We'd be better off acting on it when we have some kind of scope or something so we know what it really is about. So my recommendation is that we defer this item, if anyone would like to make a motion to that effect or any other motion that would be in order.

MR. TAGORDA: So moved, to defer this item.

MR. HIRANAGA: Second.

CHAIRMAN STARR: Okay, comments? All in favor?

(A chorus of ayes).

Any opposed?

(None).

It carries. Unless anyone has anything further,

this meeting shall be adjourned at 11:56. Thank you all.

(The proceedings were concluded at 11:56 a.m.)

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