

BOARD OF WATER SUPPLY

TOM SHIGEMOTO, CHAIR
MICAH FINNILA, VICE-CHAIR
CLYDE KODANI, SECRETARY
VACANT, MEMBER

KA'AINA HULL, EX-OFFICIO
TROY TANIGAWA, EX-OFFICIO
ERIC FUJIKAWA, EX-OFFICIO



JOSEPH E. TAIT
MANAGER AND CHIEF ENGINEER

REGULAR MONTHLY MEETING NOTICE AND AGENDA

Thursday, September 24, 2026

9:30 a.m. or shortly thereafter

Meetings of the Board of Water Supply, County of Kaua'i will be conducted in-person at the Department of Water Board Room, 2nd Floor located at 4398 Pua Loke Street, Līhu'e, Kaua'i, Hawai'i, and remotely in accordance with Act 220, Session Laws of Hawai'i 2021 via interactive conference technology as follows:

Click on the link below to join on your computer or mobile app by VIDEO:

<https://us06web.zoom.us/j/81564904856>

Passcode: 506994

OR

Dial phone number and enter conference ID to call in and join by AUDIO:

Phone: 888 788 0099 US Toll-free

Phone Conference ID: 815 6490 4856

Please Note: If you do not provide a name, unique identifier, or alias when joining the meeting, you will be renamed to allow staff to address and manage individual guests.

In the event of a lost connection the Board will recess for up to 30 minutes to restore the connection. If the connection cannot be restored within 30 minutes, the Board will continue the meeting at 12:00 p.m. or shortly thereafter. If the visual link cannot be restored, the Board may reconvene with an audio-only link using the above dial-in phone number and conference ID. A lost connection only applies to remote connections provided as part of the remote meeting but does not apply to a public member being unable to access the meeting due to a connectivity issue on their end.

CALL TO ORDER

ROLL CALL

ANNOUNCEMENTS

1. Next Scheduled Board Meeting: October 15, 2026

APPROVAL OF AGENDA

MEETING MINUTES

1. Regular Board Meeting – August 20, 2026
2. Executive Session – August 20, 2026
3. Public Hearing – September 1, 2026

PUBLIC TESTIMONY

INFORMATIONAL BRIEFING

1. Board briefing for the Kapaia Waterline Environmental Permitting project
2. Update to the Board on the outcome of the Small Business Regulatory Review Board (SBRRB) Meeting held on September 17, 2026

NEW BUSINESS

1. Manager's Report No. 27-06 Discussion and Possible Action to reappropriate certain budget line-items to another line-item budget for the purpose of replacing two failed pumps and appurtenances due to the age and deterioration of the equipment.
2. Manager's Report No. 27-07 Discussion and Possible Action to Request Board Approval for Indemnification and Unspecified Future Obligations for Oracle America, Inc. between the Board of Water Supply, County of Kauai and Oracle America, Inc.
3. Manager's Report No. 27-08 Discussion and Possible Action to Request Board Approval of the Indemnification Provision in the Agreement for the Kaua'i War Memorial Convention Hall between the Board of Water Supply, County of Kaua'i and the County of Kaua'i, Department of Parks and Recreation.
4. Manager's Report No. 27-09 Discussion and Possible Action to approve of the indemnification provisions included within escrow documents related to the closing of the Land Exchange of TMK (4) 2-3-005:006 and TMK (4) 2-3-005:025 pursuant to that certain Land Exchange Agreement approved by this Board on February 19, 2026.
5. Manager's Report No. 27-10 Discussion and Decision Making on the Proposed Amendments to the Rules and Regulations of the Board of Water Supply, County of Kaua'i, State of Hawai'i, Part 4 for Fixing Rates for the Furnishing of Water Service in the County of Kaua'i.

STAFF REPORTS

1. **Fiscal**
 - a. Monthly dashboard – Number of Service Calls, Number of Walk-in Customers, Number of Customer Emails and Correspondence, Number of Customer Rebills, Accounting Highlights, Transponder Replacement highlights and progress, Staff Overtime hours
 - b. Monthly Department Overtime/Comp Time dashboard
 - c. Budget Report for August 2026
2. **Operations**
 - a. Monthly dashboard – Annual Financial Impact Overview, Staff Overtime Hours, Budgeted and Vacant Positions, Services Received/Completed, Highlights: New Hires and Promotions, Procurement updates, Training: Respiratory Fit Test, Workday Refresher, Cartegraph-Advanced Material, Cartegraph-Beginner, Cartegraph-Preventative Maintenance, and Cartegraph-Reports
3. **Engineering**
 - a. Monthly dashboard – Budgeted and Vacant Positions, Staff Overtime Hours, Projects In Design, In Construction, completed; Water Resources and Planning Statistics – Customer Requests, Applications and Permits, Service and Records Requests, Number of Backflow Devices tested

- i. Capital Improvement Plan (CIP) Project Highlights/Status Updates:
 - Kapa‘a Homesteads 325’ Tanks – Two 0.5 MG Tanks
 - Pu‘u Pane 1.0 Million Gallon Tank
 - Kalāheo Water System Improvements
 - Weke, Anae, Mahimahi and He‘e Roads 6” and 8” Main Replacement
 - Lāwa‘i 6” and 8” Main Replacement
 - Kapa‘a Homesteads Well No. 4 Pump and Controls
- ii. DOW Project Highlights/Status Updates:
 - Water Systems Investment Plan (WSIP)
 - Kaua‘i Water Use and Development Plan (KWUDP)

4. Administration

- a. Human Resources – updates on Personnel Vacancies
- b. Information Technology – Information Infrastructure and Cybersecurity Update
 - 1. Telecommunications Infrastructure Update
 - 2. Enterprise Resource Planning (ERP) Initiative
 - 3. Information Technology Service Management (ITSM) Platform – KACE
 - 4. Cybersecurity Monitoring and Vulnerability Management – Rapid7
 - 5. Data Protection and Disaster Recovery – Veeam
 - 6. Email Security and Backup – Barracuda
 - 7. Network Infrastructure Modernization
 - 8. Telecommunications System Upgrade
 - 9. Firewall and Network Security Enhancement
 - 10. Physical Security Systems Upgrade
 - 11. Identity and Access Management Strategy
 - 12. Active Directory and Server Infrastructure Refresh

5. Manager and Chief Engineer

- b. Reports to Manager:
 - 1. FY2026 Budget Adjustment – Administrative IT Division Budget Reappropriation from Non-Capital Account to Capital Purchase Account for Unbudgeted Equipment Purchase

TOPICS FOR NEXT BOARD OF WATER SUPPLY MEETING: (October)

TOPICS FOR FUTURE BOARD OF WATER SUPPLY MEETING:

EXECUTIVE SESSION:

Pursuant to Hawai'i Revised Statutes (HRS) §92-7(a), the Board may, when deemed necessary, hold an executive session on any agenda item without written public notice if the Executive Session was not anticipated in advance. Any such executive session shall be held pursuant to HRS §92-4 and shall be limited to those items described in HRS §92-5(a).

ADJOURNMENT

WRITTEN TESTIMONY

The Board is required to afford all interested persons an opportunity to present testimony on any agenda item. The Board encourages written testimony at least two (2) business days prior to a scheduled Board meeting. At each Board meeting, the Board will accept oral and written testimony on any agenda item during the Public Testimony portion.

Please include:

1. Your name and if applicable, your position/title and organization you are representing
2. The agenda item that you are providing comments on; and
3. Whether you are a registered lobbyist and, if so, on whose behalf you are appearing.

Send written testimony to:

Board of Water Supply, County of Kauaʻi
C/O Administration
4398 Pua Loke Street
Līhuʻe, Hawaiʻi 96766

E-Mail: board@kauaiwater.org

Phone: (808) 245-5406

Public Testimony

You do not need to register to provide oral testimony on the day of the meeting. Please note that public testimony is taken after the approval of the meeting agenda to ensure public testimony is received before any action is taken on an agenda item. The length of time allocated to present oral testimony may be limited at the discretion of the chairperson.

SPECIAL ASSISTANCE

If you need an auxiliary aid/service or other accommodation due to a disability, or an interpreter for non-English speaking persons, please call (808) 245-5406 or email board@kauaiwater.org as soon as possible. Requests made as early as possible will allow adequate time to fulfil your request. Upon request, this notice is available in alternate formats such as large print, Braille, or electronic copy.

A horizontal splash of blue water with white bubbles and droplets, spanning the width of the page and partially obscuring the text.

DRAFT

MINUTES

MINUTES
BOARD OF WATER SUPPLY
Thursday, August 20, 2026

The Board of Water Supply, County of Kaua'i, met in a regular meeting in Līhu'e on Thursday, August 20, 2026. Chair Tom Shigemoto called the meeting to order at 9:37 a.m. The following Board members were present:

BOARD:

Mr. Tom Shigemoto, *Chair*
Ms. Micah Finnilla, *Vice-Chair*
Mr. Clyde Kodani
Mr. Ka'aina Hull
Mr. Troy Tanigawa (*entered at 10:02 a.m.*)

EXCUSED:

Mr. Eric Fujikawa

With 4 members present at Roll Call, quorum was achieved.

ANNOUNCEMENTS

1. Scheduled Public Hearing: Tuesday, September 1, 2026
2. Next Scheduled Board Meeting: September 24, 2026

APPROVAL OF AGENDA

The agenda was approved with no objections

MEETING MINUTES

1. Regular Board Meeting – June 18, 2026
2. Regular Board Meeting – July 30, 2026

PUBLIC TESTIMONY

Staff noted for the record that the Board received written testimony from Christian T. Jensen in support of the proposed easement contemplated with New Business Item 2, and with additional questions to the department related to the Kapaa Homesteads Tanks and Well project.

Board member Kodani moved to direct the department to provide written responses to the questions raised in the submitted testimony to Mr. Jensen directly, seconded by Ms. Finnilla; with no objections, motion carried with 4 Ayes.

NEW BUSINESS

1. Manager's Report No. 27-01 Discussion and Possible Action to Request Board Approval for acceptance and expenditure of grant monies from the Office of Local Defense Community Cooperation (OLDCC) for West Kauai Water Infrastructure Planning.

Executive Engineer Advisor to the Manager Michael Hinazumi provided a brief overview of the Manager's Report submitted. He stated that this grant would support further expansion of the PMRF facilities to include repairs, upgrades and modernization to a well that currently provides a 100,000-gallon allotment of water from DOW, an alternate source of water while that work is taking place, and additional source and storage to support substantial community expansion in addition to the PMRFs needs. Currently PMRF employs 1,000 people, but can only house 100 on-base which means approximately 900 employees live off-base all across the island. This grant can help support both PMRF and the County with affordable housing efforts. He noted

that this is the first phase of this project and as the planning portion comes to an end they are hoping to obtain another grant for design and construction. Mr. Hinazumi added that these federal grants are a lot more competitive so getting a foot in the door at this planning phase will improve DOW's standing to secure funds for implementation.

Board member Hull moved to approve Manager's Report No. 27-01, seconded by Mr. Kodani; with no objections, motion carried with 4 Ayes.

2. Manager's Report No. 27-02 Discussion and Possible Action to Approve a Grant of Easement (GOE) Agreement from Godwin M. Esaki, Janet M. Esaki, Godwin M. Esaki and Janet M. Esaki, Trustees of the Godwin M. Esaki Revocable Living Trust, and Janet M. Esaki and Godwin M. Esaki, Trustees of the Janet M. Esaki Revocable Living Trust, at TMK: (4) 4-6-011:125, Kapa'a, Kaua'i, Hawai'i

Manager Joe Tait expressed his appreciation that Godwin and Janet Esaki were present at this meeting, noting this agreement has been a long time coming and we are glad to be a part of the positive closure for this long-standing project.

Engineering Division Head Jason Kagimoto provided some background on the need for this Grant of Easement. He stated that around 2002 the Board implemented a storage restriction for the Kapaa Homesteads area at a limit of 5 meters that was later amended in 2014 to change it to a storage restriction which has remained for the better half of a decade. DOW began working on the Kapaa Homestead tanks in 2002, and the project is currently under construction. In Fiscal Year 2024 a design-build project for a permanent well began and a drilling test was done with the hope that the Department can move forward to ultimately have a permanent well. Mr. Kagimoto noted that since his time with the Department there have been several community meetings in the Kapaa area where there has been a lot of community interest for status updates and follow-up on this project. Currently, the Department would like to perform the well pumping test to determine potential capacity, and to move forward with the completion of a drain line which is necessary for completion of the tanks. This Grant of Easement is necessary for these projects to be completed. Mr. Kagimoto added that in addition to supporting the greater Kapaa community, this project will support the Master Plan for the Samuel Mahelona Memorial Hospital, which is moving forward.

Mr. Kagimoto expressed his appreciation to the Esaki's for their patience in working with the Department for the better part of a decade and for sticking with us to get to where we are today. Manager Tait added that this goes back a long way through several managers, several chief engineers who were the initial drivers of this initiative. He thanked the many people that have come and gone since this was started as well as the current group who moved it forward to finalization.

Chair Shigemoto commented that he has known Mr. Esaki for a long time and did not realize how long-standing this issue has been. He expressed his appreciation for the Esaki's patience and cooperation, noting that they are doing the community a great, great service.

Board member Hull moved to approve Manager's Report No. 27-02, seconded by Ms. Finnilla; with no objections, motion carried with 4 Ayes.

3. Manager's Report No. 27-03 Discussion and Possible Action to Approve a Grant of Easement (GOE) Agreement from BBCP Kukui'ula at TMK (4) 2-6-018:063, Kōloa, Kaua'i, Hawai'i

Engineering Division Head Jason Kagimoto stated this Grant of Easement is similar to many of the others that come before the Board. There is a Reduced Pressure Detector Assembly (RDP) on private property and this GOE allows the Department access for maintenance.

Board member Hull moved to approve Manager's Report No. 27-03, seconded by Mr. Kodani; with no objections, motion carried with 4 Ayes.

4. Manager's Report No. 27-04 Discussion and Possible Action on the Approval of the Department of Water (DOW)'s Supplemental Operating and Capital Budget appropriations for Fiscal Year 2027

Waterworks Controller Renee Yadao stated that this represents the Department's contractual liabilities entered into prior to July 1, 2026 and hold large balances that will become a new supplemental appropriation to carry it over to the new fiscal year. This is the standard annual process they go through each year to roll these balances forward.

Board member Kodani moved to approve Manager's Report No. 27-04, seconded by Mr. Hull; with no objections, motion carried with 4 Ayes.

5. Manager's Report No. 27-05 Discussion and Possible Action on the Approval of the Department of Water's (DOW) Supplemental Operating Budget Appropriation from Available Fund Balance for the Purpose of Encumbering the Total Amount of Contract C793 for Job No. 26-01, Slip Line Hanapēpē 16-Inch HDPE Pipeline with Mocon Corporation

Waterworks Controller Renee Yadao stated that this request is to specifically appropriate the funds for this contract that was budgeted for in 2026 but was not executed prior to June 30, 2026. This appropriation is required to ensure the funds are available for this contract in FY27.

Board member Kodani moved to approve Manager's Report No. 27-05, seconded by Ms. Finnila; with no objections, motion carried with 4 Ayes.

6. Discussion and possible action on a proposed amendment to Board Policy No. 25, re: Authorizing the County Attorney to investigate, settle, and pay small claims against the Board of Water Supply, County of Kaua'i. The proposed amendment increases the maximum settlement amount the County Attorney is authorized to approve from \$10,000 to \$15,000

Deputy County Attorney Laura Essenberg explained that the policy currently authorizes the County Attorney's office to investigate, settle, and pay claims made against the Board up to \$10,000. The proposed amendment raises that amount to \$15,000 to reflect cost inflation.

Board member Troy Tanigawa entered the meeting at 10:02 a.m.

This also aligns with the policy adopted by the County Council last fall. OCA has a claims committee that reviews all claims, so having two different numbers for them to work with can be confusing, and this proposed amendment will help with efficiency and consistency across the board.

Board member Tanigawa moved to approve amendment to Board Policy 25, seconded by Mr. Kodani; with no objections, motion carried with 5 Ayes.

7. Discussion and Possible action to amend the motion adopted at the June 18, 2026 meeting on the salary increase for the Department of Water's Manager & Chief Engineer pursuant to Salary Resolution No. 2025-1, A Resolution Relating to the Salaries of Certain Officers and Employees of the County of Kaua'i, by correcting the maximum salary amount stated Administrative Assistant Cherisse Zaima explained that the amendment to the previous motion is a requirement of the County Human Resources Department to clarify the salary amount on the record before they can implement the Manager's salary increase.

Board member Hull moved to amend the motion as noted above, seconded by Ms. Finnila; with no objections, motion carried with 5 Ayes.

8. Discussion and Possible Action to Initiate the Performance Appraisal Process for the Manager & Chief Engineer for the period of July 1, 2025 to June 30, 2026
a. Board Policy No. 34

Board member Hull moved to initiate the Performance Appraisal process for the Manager, seconded by Ms. Finnila; with no objections, motion carried with 5 Ayes.

COMMUNICATION

1. Memorandum from Department of Water dated July 22, 2026 re: Update to the Board on the outcome of the Small Business Regulatory Review Board (SBRRB) Meeting held on July 16, 2026

Engineering Division Head Jason Kagimoto stated that he along with the Manager and Waterworks Controller attended the Small Business Regulatory Review Board meeting on Oahu for review and recommendation of the DOW's proposed rule amendments. He noted that the SBRRB unanimously agreed to pass the proposal for public hearing with the recommendation that the Board considers spreading out the first two 25% increases across a 5-year period to reduce impact on small businesses. The Department is evaluating that at this time. The next step would be the Public Hearing on September 1, after which the Department will return to SBRRB to provide a post-public hearing update. Assuming that goes well, the proposed rule amendment would then go before the Board for discussion and decision-making at the September 24 Board meeting. Mr. Kagimoto stated that the Department met with the Lihue Business Association as well as held around 20 public outreach meetings across the island to discuss the proposed rate increases. The overall sentiment was supportive especially considering how long it has been since the last rate increase and the understanding that many of the projects that benefit the community are moving forward and need to continue. Mr. Kagimoto stated that he feels the public seems to have confidence that ratepayers' money is being put to good use and is eager to get this implemented.

Mr. Kagimoto summarized for the Board that Scenario 1, which was the lowest percentage increase, is what the Board agreed upon. Some of the feedback received from the public was that we should have pushed for a higher percentage scenario to catch-up quicker because of inflation, so he feels the support is there.

Chair Tom Shigemoto commented that some time ago Kauai had a local Small Business Review Board, which he sat on. He asked whether Kauai still has representation now that there is only a Statewide board. Mr. Kagimoto stated that there is a Kauai representative, Nicole Ige, that sits on the State board.

Board member Micah Finnila expressed big thanks to the DOW team for getting out there in the community. She feels that things have gone so well because of the amount of communication that was had with the public. She stated she is unsure how things will go at the public hearing, but is hoping no one will be surprised by what is being proposed.

STAFF REPORTS

1. Fiscal

- a. Monthly dashboard – Number of Service Calls, Number of Walk-in Customers, Number of Customer Emails and Correspondence, Number of Customer Rebills, Accounting Highlights, Transponder Replacement highlights and progress, Staff Overtime hours
- b. Budget Report for July 2026
- c. Monthly Department Overtime/Comp Time dashboard

2. Operations

Monthly dashboard – Annual Financial Impact Overview, Staff Overtime Hours, Budgeted and Vacant Positions, Services Received/Completed, Highlights: New Hires and Promotions, Procurement updates, Training: Confined Space, Multi versus Single Strand Fiber, and Leadership Kaua'i

3. Engineering

- a. Monthly dashboard – Budgeted and Vacant Positions, Staff Overtime Hours, Projects In Design, In Construction, Completed; Water Resources and Planning Statistics – Customer Requests, Applications and Permits, Service and Records Requests, Number of Backflow Devices tested
 - i. Capital Improvement Plan (CIP) Project Highlights/Status Updates:
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 - Pu'u Pane 1.0 Million Gallon Tank
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 - ii. DOW Project Highlights/Status Updates:
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 - Kaua'i Water Use and Development Plan (KWUDP)

4. Administration

- a. Human Resources – updates on Personnel Vacancies
- b. Information Technology – Information Infrastructure and Cybersecurity updates
 1. Telecommunications Infrastructure Update
 2. Enterprise Resource Planning (ERP) Initiative
 3. Information Technology Service Management (ITSM) Platform – KACE
 4. Cybersecurity Monitoring and Vulnerability Management – Rapid7
 5. Data Protection and Disaster Recovery – Veeam
 6. Email Security and Backup – Barracuda
 7. Network Infrastructure Modernization
 8. Telecommunications System Upgrade
 9. Firewall and Network Security Enhancement
 10. Physical Security Systems Upgrade

11. Identity and Access Management Strategy
12. Active Directory and Server Infrastructure Refresh

5. Manager and Chief Engineer

a. Reports to Manager:

June to July 2026

1. Change Order No. 6 for Contract No. 753 with Hawaii Drilling & Pump Services, LLC, Job No. 24-10 Piwai Well No. 3 Repair
2. Changer Order No. 3 (revised) to Contract No. 782 with Alpha, Inc. Job No. 18-03, WP2020 #PLH-27 Kūhiō Highway (Hardy-Oxford) 18" Main Replacement
3. NASPO VL Contract No. 17-18 CPA2024-01 Contract Change Order No. 4 with Carahsoft Technology Corporation Subscription Renewal and Addition of S11 and Fuelmaster integrations to OpenGov Enterprise Asset Management Solution

July to August 2026

1. 5th and Final Year Audit for Contract No. 724 with N&K CPAs, Inc. Annual Audit for Fiscal Years Ending June 30, 2022, June 30, 2023, June 30, 2024, June 30, 2025, and June 30, 2026
2. Second Amendment to Contract No. 732, Bowers+Kubota Consulting, Inc., Job No. WKK-03 Construction Management Services for Kilauea Wells No. 1 and 2 MCC, Chlorination Facilities
3. Year 3 Services for Contract 733 with Doxim dba Utilitec, Job No. SS-2024-02, Customer Care & Billing (CC&B)
4. Second Amendment to Contract No. 763, Brown and Caldwell As-Needed GIS and Hydraulic Modeling Services 2024-2026

TOPICS FOR NEXT BOARD OF WATER SUPPLY MEETING: (September)

1. Discussion and Decision Making on the Proposed Amendments to the Rules and Regulations of the Board of Water Supply, County of Kaua'i, State of Hawai'i, Part 4 for Fixing Rates for the Furnishing of Water Service in the County of Kaua'i

TOPICS FOR FUTURE BOARD OF WATER SUPPLY MEETING:

EXECUTIVE SESSION:

Pursuant to Hawai'i Revised Statutes (HRS) §92-7(a), the Board may, when deemed necessary, hold an executive session on any agenda item without written public notice if the Executive Session was not anticipated in advance. Any such executive session shall be held pursuant to HRS §92-4 and shall be limited to those items described in HRS §92-5(a).

1. Pursuant to Hawai'i Revised Statutes (HRS) Sections 92-4 and 92-5(a)(4), the Office of the County Attorney requests an Executive Session with the Board to provide a briefing and discuss the Quarterly Report of claims made against the Board, and to have the Board consult with its attorney on questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities as it relates to claims made against the Board.

Board member Hull moved to enter into Executive Session, seconded by Mr. Tanigawa; with no objections, motion carried with 5 Ayes.

The Board entered into Executive Session at 10:56 a.m.

The Board resumed in Open Session at 11:05 a.m.

Chair Shigemoto reported the following:

The Board has concluded its executive session for Item 1. which involved discussion and/or final action for the purpose stated on the agenda for that particular item. Pursuant to HRS 92-4(b), the disclosure of the discussion and/or final action would defeat the purpose of convening the executive session which was held pursuant to HRS 92-4 and 92-5(a)(4).

ADJOURNMENT

The meeting was adjourned at 11:06 a.m.

Respectfully submitted,

Cherisse Zaima
Administrative Assistant

PUBLIC HEARING MINUTES
BOARD OF WATER SUPPLY
Tuesday, September 1, 2026

The Board of Water Supply, County of Kaua'i, held a Public Hearing on Tuesday, September 1, 2026. Chair Tom Shigemoto called the meeting to order at 5:04 p.m. The following Board members were present:

BOARD:

Mr. Tom Shigemoto, *Chair*
Ms. Micah Finnila, *Vice-Chair*
Mr. Clyde Kodani
Mr. Eric Fujikawa
Mr. Ka'aina Hull
Mr. Troy Tanigawa

EXCUSED:

Quorum was achieved with 6 members present at Roll Call.

Copies of the proposed rule amendments were posted and published pursuant to Part 1, Section IX (nine), subsection II(B.)

Administrative Assistant Cherisse Zaima explained the public hearing procedures and public testimony instructions.

With no objections, Chair Shigemoto opened the public hearing. Ms. Zaima called roll and read the public hearing notice into the record.

Engineering Division Head Jason Kagimoto provided the Board with a brief presentation of the proposed rule amendments:

Part 4's Section I, General Use Rates, and Section III, Agricultural Rates, are amended in parallel. Both sections repeal the rate schedules that were last adjusted in 2014 and replace them with a schedule of annual increases over the next five years, taking effect November 1, 2026, and then each July 1 from 2027 through 2030. For the monthly service charge, rates will increase at a rate of 25% beginning November 1, 2026, and then 25% again on July 1, 2027, with increases of 6.5% to follow on July 1 of 2028, 2029, and 2030.

Regarding the consumption or "use" charges: both Sections I and III restructure the existing Rate Blocks into Rate Tiers and follow the same schedule of increases as the service charges being a rate of 25% beginning November 1, 2026, and then 25% again on July 1, 2027, with increases of 6.5% to follow on July 1 of 2028, 2029, and 2030.

Following the five years of scheduled rate increases, both the service charges and use charges Sections I and III add an automatic annual adjustment beginning July 1, 2031, based on the U.S. Bureau of Labor Statistics Urban Hawai'i CPI all-items index, using the 12-month percent change for November of the previous year, with the adjustment percentage and resulting rates published on the Department's website by June 1 of each year.

Finally, Section V, Private Fire Service Charges, is amended only to replace references to the "block" rate with the "tier" rate so that it corresponds with the language amended in prior sections. No fire service charges are changed.

These amendments are critical because water rates were last adjusted in 2014. Over the past twelve years, the cost of operating, maintaining, and replacing the Department's water system has risen substantially, all while the rates have not kept up. This proposed schedule of increases brings the Department in line with other water utilities and we are counting on, together with the annual Consumer Price Index adjustment, that this will help maintain rates that keep pace with the cost of service, rather than allowing rates to lag for a decade or more and then requiring a large correction. In developing these amendments, the Department held [##] public meetings over [##] months, in addition to discussion at regular Board meetings, to present the proposal and hear directly from our customers. With that outreach complete, the proposed rule amendments are now here before you for this public hearing.

Ms. Zaima noted for the record that no testimony had been received prior to the public hearing

There were no members of the public participating in person. There was one (1) member of the public participating remotely

PUBLIC TESTIMONY

The Board received remote testimony from Wendy T. who stated that she resides in the Rolling Meadows area near Kapaa, and represents the Rolling Meadows Condominium Association. She noted that they did attend one public meeting and greatly appreciated the information that was shared. Based on the information and sincerity with which it was delivered, they respect the challenging situation the Department is in as well as the extraordinary efforts that have gone into developing a plan and strategy for recovery. From a customer perspective, the steep increases identified for November 1st of this year and July 1st of next year. Customers who have a \$100 bill today will be paying \$156 by next July. She asked the Board to consider making that slope a little less steep over the next 3 years to even out those percentages to make it more palatable for retirees and those living paycheck to paycheck. She would greatly appreciate that be taken into account.

CONCLUSION OF TESTIMONY

With no further testimony, Chair Shigemoto closed the public testimony portion of the hearing. He noted that discussion, deliberation, and possible decision-making regarding the adoption of the proposed rule amendment is intended for the September 24, 2026 Board Meeting.

The public hearing was closed at 5:14 p.m.

Respectfully submitted,

Cherisse Zaima
Administrative Assistant

INFORMATIONAL

BRIEFING

PROJECT BRIEFING

Kapaia Cane Haul Road 18" Waterline Environmental Permitting

September 2026



Department of Water
County of Kaua'i



PROJECT PURPOSE

WATER SOURCE, TREATMENT, & TRANSMISSION CAPACITY

Increase the source, treatment, and transmission capacity to meet existing and future water demands within Kauaʻi's primary urban center (PUC) comprising Līhuʻe, Hanamāʻulu, and Puhi.

REDUNDANCY, RESILIENCY, AND MANAGEMENT OF WATER PRESSURE OF TRANSMISSION SYSTEM

Improve the redundancy, resiliency, and management of water pressure of the waterline transmission system from the Waiahi SWTP to Kauaʻi's PUC.

PROJECT NEED

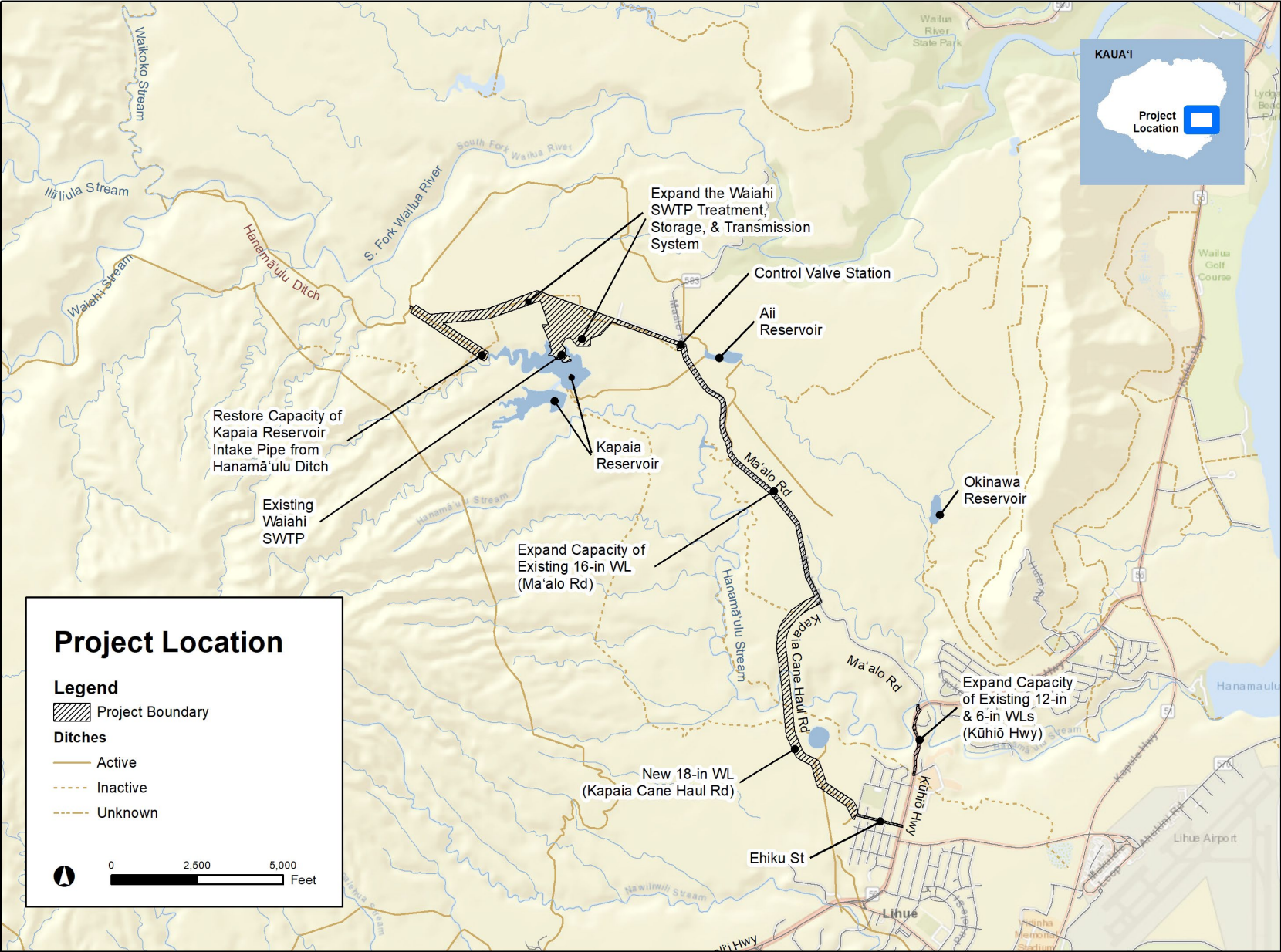
- Water availability is the primary limiting factor to affordable and workforce housing and general economic development in Kauaʻi's PUC.
- Declining trend in groundwater levels in the Līhuʻe Basin.
- Single transmission line (from SWTP to PUC) increases difficulty to manage water pressure and flow rates for potable use and fire protection.
- Insufficient capacity to treat and convey up to 10.0 mgd from SWTP to PUC to provide for planned growth.

HAWAII SUPREME COURT RULING

Kia'i Wai O Wai'ale'ale vs. Department of Water, County of Kaua'i

- Evaluate all required improvements (“but for” test).
- Secondary and cumulative impacts of future development that could reasonably and foreseeably result from the new water line (i.e., Lihue Development Plan and Waiahi SWTP expansion)
- Impacts of increased water withdraw from surface water sources, including upstream impacts to South Fork of Wailua River.
- Impacts of water withdraw on cultural practices.
- Ensure adequate information for meaningful public input.

PROJECT LOCATION



BASIS FOR EIS

TRIGGERS

- Use of county lands and funds
- Use of federal funds through the EPA Drinking Water Safe Revolving Fund (DWSRF) administered by HDOH¹

GOVERNED BY

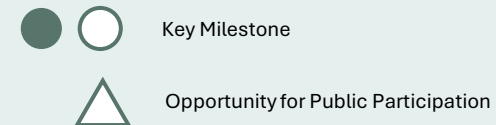
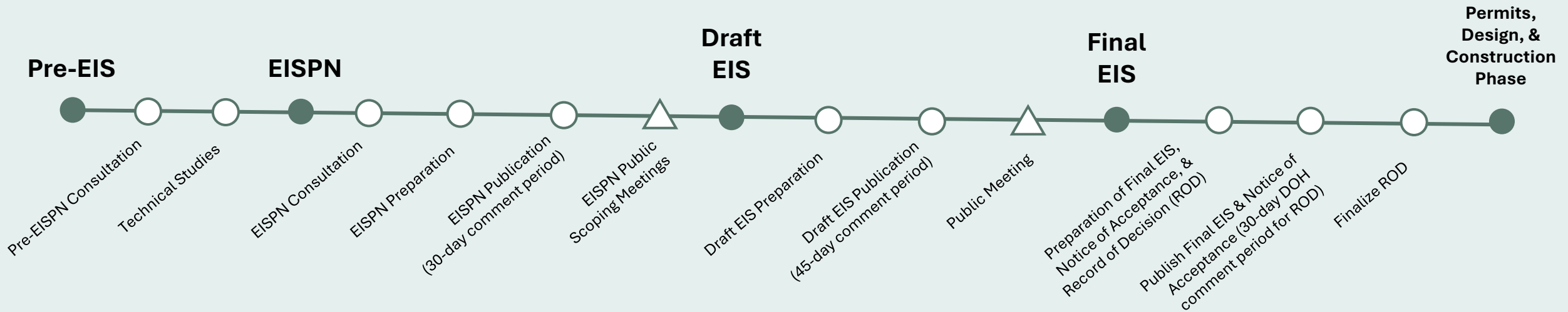
- Hawai‘i Revised Statutes (HRS) Chapter 343
- Hawai‘i Administrative Rules (HAR) 11-200.1
- National Environmental Policy Act

ACCEPTING AUTHORITY

DOW Chief Engineer as authorized by the Mayor of County of Kaua‘i

¹ EPA approved the State Environmental Review Program (SERP) (HRS 343) to meet NEPA requirements for DWSRF funds. DOH is the local delegated authority that reviews and approves the SERP.

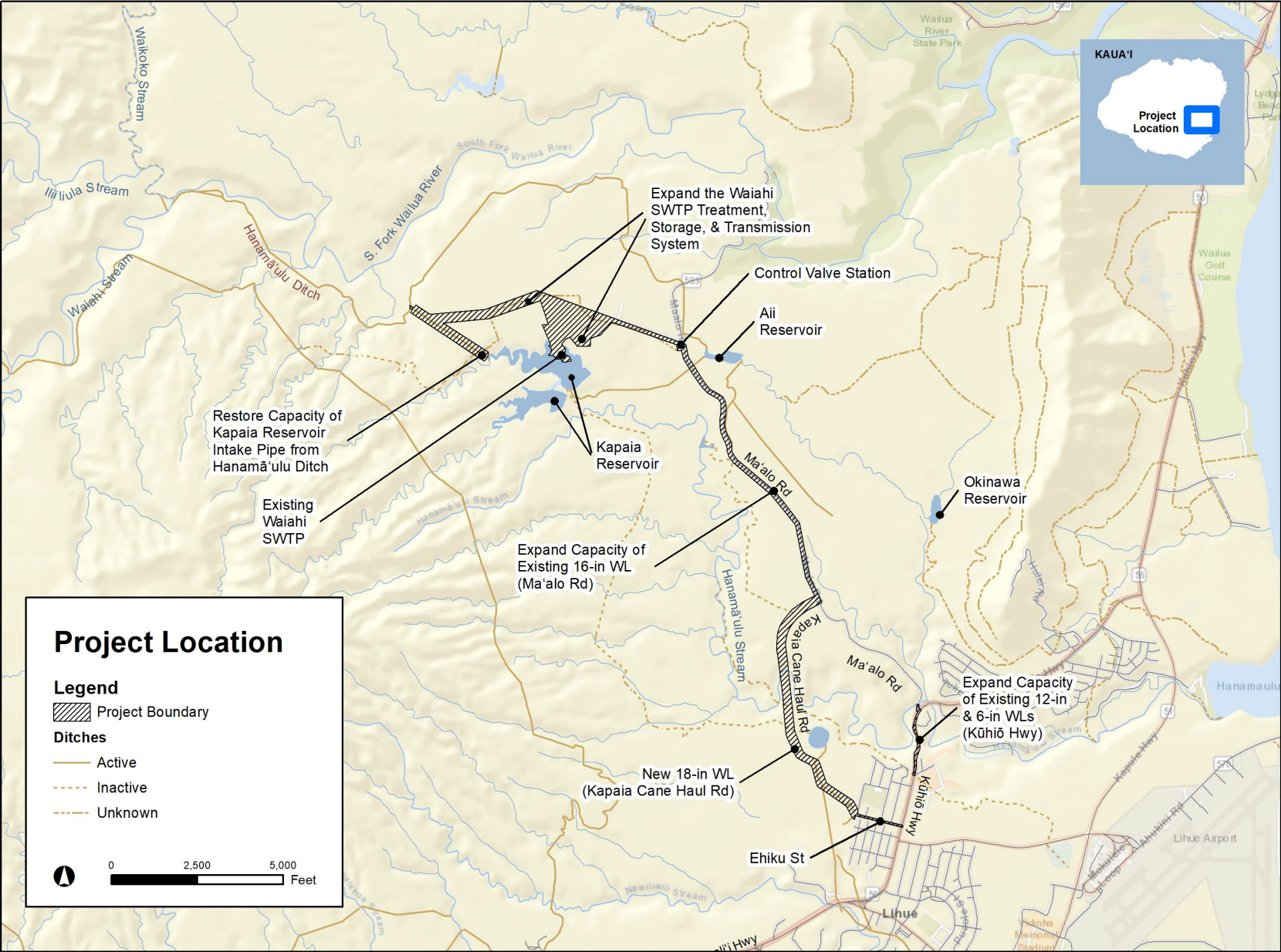
EIS PROCESS



EIS SCHEDULE

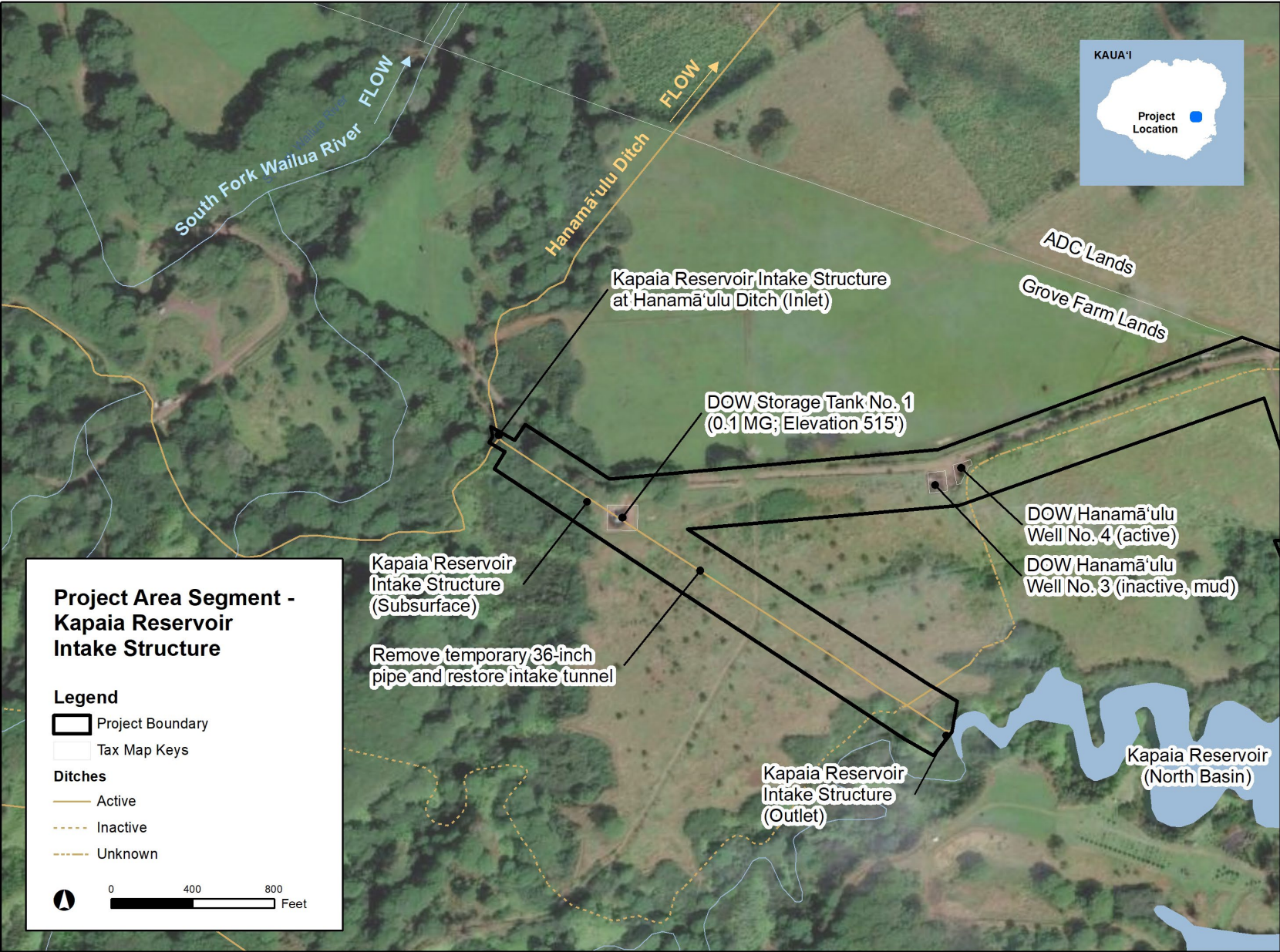
EIS Phase	Timeline
Pre-EISPN Consultation	March 2026
Publish EISPN and conduct scoping meetings	November 2026
Publish Draft EIS and conduct public meeting	Summer 2027
Publish Final EIS and Notice of Acceptance and Record of Decision	Winter 2027

PROJECT LOCATION



PROJECT
AREA
SEGMENT

Kapaia
Reservoir
Intake
Structure



EXISTING CONDITIONS

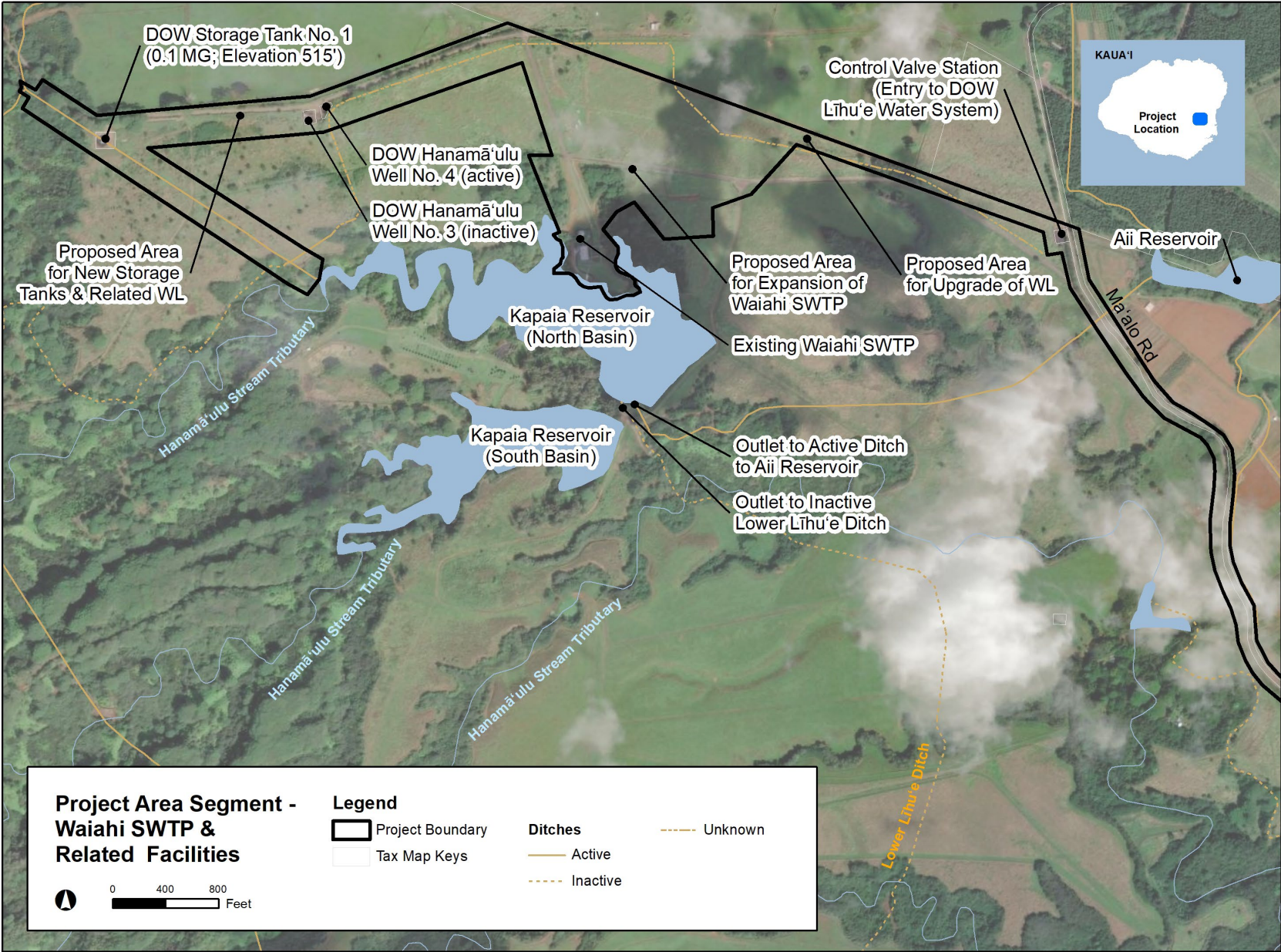
- Constructed around 1910 as part of the East Kauaʻi Irrigation System by Līhuʻe Plantation Co.
- Temporary 0.5 mile long, 36-inch diameter pipe installed within the original intake tunnel after it collapsed in 2018.
- Conveys water from the Hanamāʻulu Ditch System to Kapaia Reservoir.
- Hanamāʻulu Ditch System conveys water from the South Fork.

PROPOSED

- Remove the temporary 36-inch diameter pipe installed within the original intake tunnel.
- Restore the conveyance capacity of the original intake tunnel.

PROJECT
AREA
SEGMENT

Waiahi SWTP
& Related
Facilities



EXISTING CONDITIONS

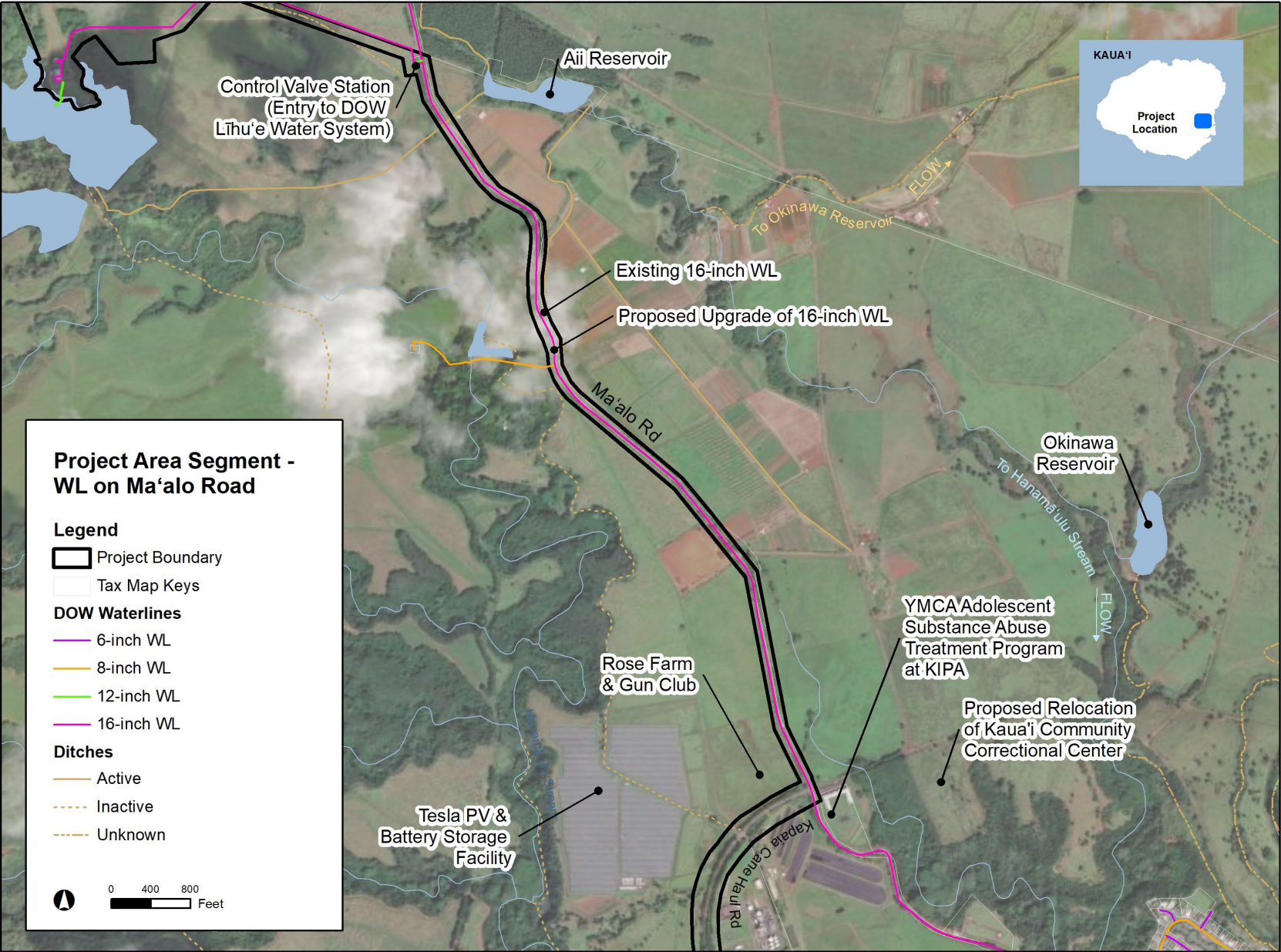
- Constructed in 2004 by Grove Farm to accommodate a portion of the projected water demands generated by their planned developments.
- Withdraws raw water from Kapaia Reservoir and treats it using an ultrafiltration membrane process to produce potable water.
- Potable water is conveyed to the DOW Līhu'e Water System, which serves Hanamā'ulu, Līhu'e, Puhi, Wailua, and Kapa'a.
- Produces approximately 3.0 mgd, but can increase to 4.46 mgd by installing more membrane cassettes within existing footprint.

PROPOSED

- Publicly acquire the Waiahi SWTP owned by Grove Farm and expand the facilities, storage tanks, and other ancillary infrastructure.
- Increase potable water treatment capacity from 3.0 to 10.0 mgd in phases correlated to projected water demands based on approved and future development plans.

PROJECT
AREA
SEGMENT

Waterline on
Ma'alo Road



EXISTING CONDITIONS

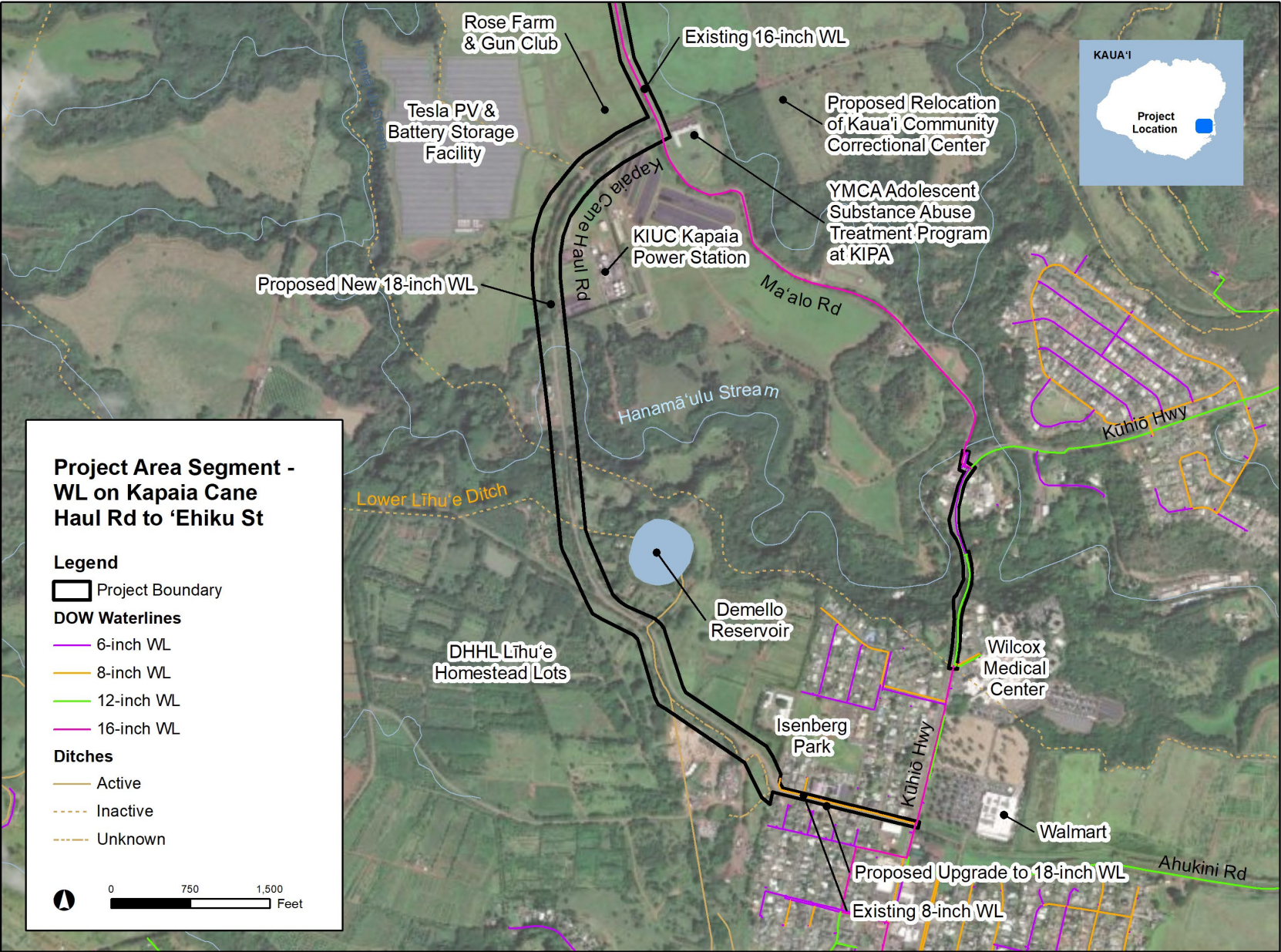
- 9,000-ft long, 16-inch diameter WL extending between the control valve station (north extent) to Kapaia Cane Haul Road (south extent).
- Insufficient capacity to convey up to 10.0 mgd.
- Issues managing pressure and flow rate to meet current Hawai'i Water System Standards (HWSS) and for fire protection.

PROPOSED

- Upgrade conveyance capacity of the 16-inch WL.

PROJECT
AREA
SEGMENT

Waterline on
Kapaia Cane
Haul Road to
‘Ehiku Street



EXISTING CONDITIONS

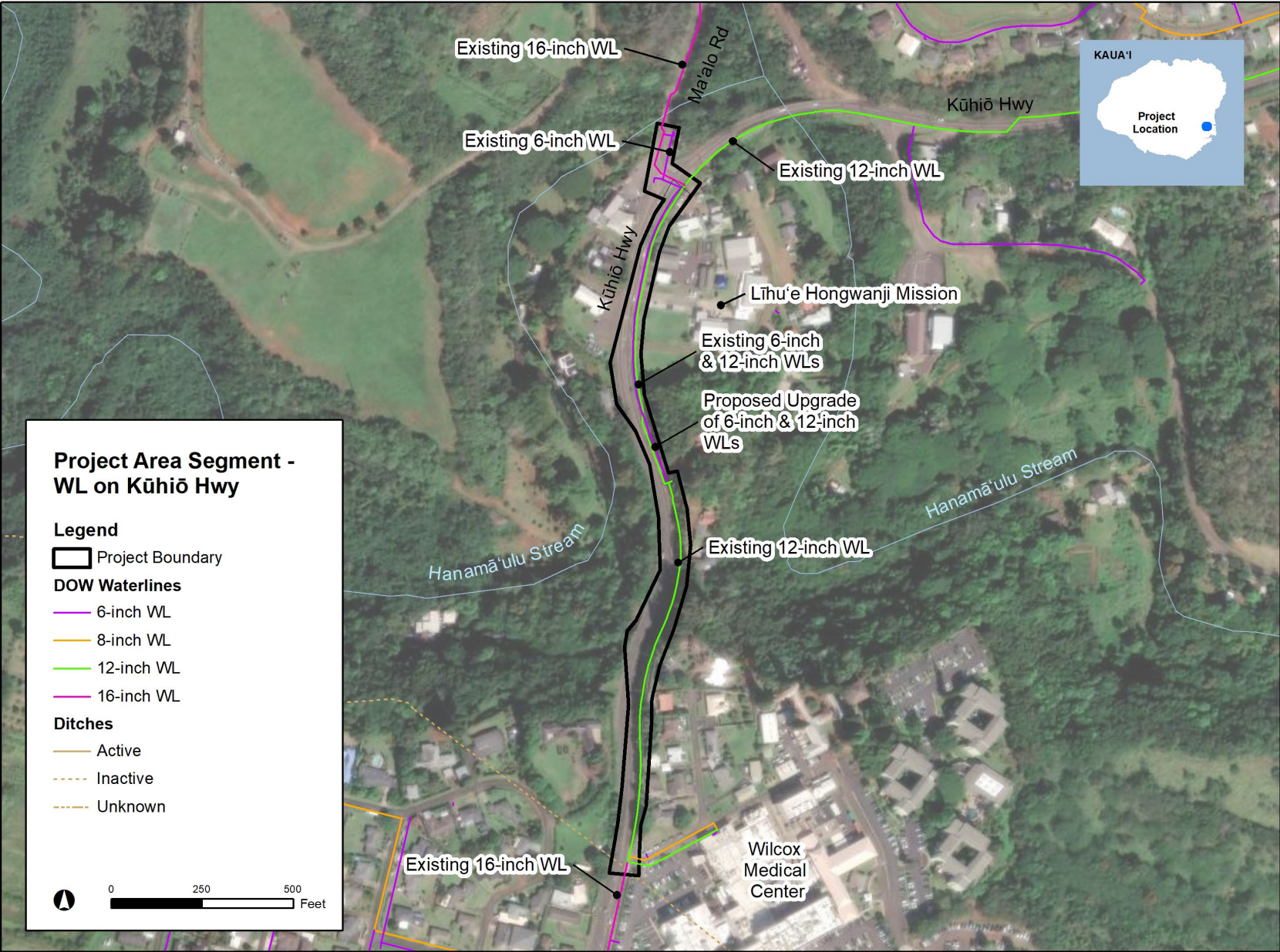
- Asphalt two-lane roadway with access gates at Ma‘alo Road (north terminus) and ‘Ehiku St (south terminus).
- Provides access to agricultural and industrial uses.
- Proposed DHHL Līhu‘e Lots adjacent to the south portion of the road.

PROPOSED

- Install new 9,000-ft long, 18-inch diameter WL below the asphalt-paved roadway or shoulder on Kapaia Cane Haul Road between the intersection of ‘Ehiku St/Kūhiō Highway (south terminus) and Ma‘alo Road (north terminus).
- Create a looped WL configuration and provide secondary route for potable water to flow from the source (Waiahi SWTP) to PUC.

PROJECT
AREA
SEGMENT

Waterline on
Kūhiō Highway



EXISTING CONDITIONS

- 2,200-ft long, 16-inch diameter WL on Ma‘alo Road connects to WLs on Kūhiō Highway.
 - To south towards Līhu‘e Town – parallel 12-inch and 6-inch WLs extend 1,000 ft, then transition to a single 12-inch WL for 1,200 ft, and connects to a 16-inch WL at Kuene Street.
 - To east towards Hanamā‘ulu Town – 12-inch WL.
- Issues managing pressure and flow rate to meet current Hawai‘i Water System Standards (HWSS) and for fire protection.
- Address inefficiencies in existing WL capacity to convey up to 10.0 mgd.

PROPOSED

- Upgrade conveyance capacity of the WLs.

PRELIMINARY RANGE OF ALTERNATIVES

- Publicly acquire and expand the Waiahi SWTP and upgrade the related WL transmission system
- Develop new groundwater wells
- Acquire/expand the Waiahi SWTP, develop new groundwater wells, and upgrade the related WL transmission system
- Develop new horizontal groundwater wells
- Develop desalinization water plant
- Develop alternative water resource measures (e.g, rainwater catchment, stormwater reuse, recycled water)
- Develop demand-side management (e.g., development density controls, building moratorium)
- Deferred action
- No action

DRAFT EIS

What's Being Assessed? (Per HAR §11-200.1-24)

- Natural environment – water, air quality, noise, soils, coastal resources, flora and fauna, climate change, sea level rise, greenhouse gas, visual resources
- Cultural and historic resources
- Socioeconomic conditions
- Built environment – existing facilities, infrastructure, utilities, transportation / traffic
- Land uses
- Public services – fire, police, emergency, recreation
- Natural hazards
- Regulatory requirements

TECHNICAL STUDIES FOR EIS

Technical Study	Preparer
Archaeological Literature Review and Field Inspection	Scientific Consulting Services, Inc.
Bathymetric Survey of Kapaia Reservoir	Sea Engineering
Cultural Impact Assessment and Ka Pa‘akai Analysis	Cultural Surveys Hawai‘i, Inc.
Flow Duration Study for Kapaia Reservoir	RMTC
Hydrologic Monitoring and Analysis	RMTC
Natural Resource Assessment and Water Quality (biology-focused) Report	AECOS, Inc.
Water Quality Monitoring, Analysis and Report (hydrology-focused) Report	RMTC
Preliminary Engineering Reports and Drawings	Carollo Engineers
Socioeconomic Impact Study	FSR Consulting LLC
Topographic Survey around Kapaia Reservoir	RMTC

WHAT'S NEXT



CONTACT

BY MAIL

R.M. Towill Corporation
Attn: Jim Niermann, Planning Project Manager
2024 North King Street, Suite 200
Honolulu, Hawai'i 96819

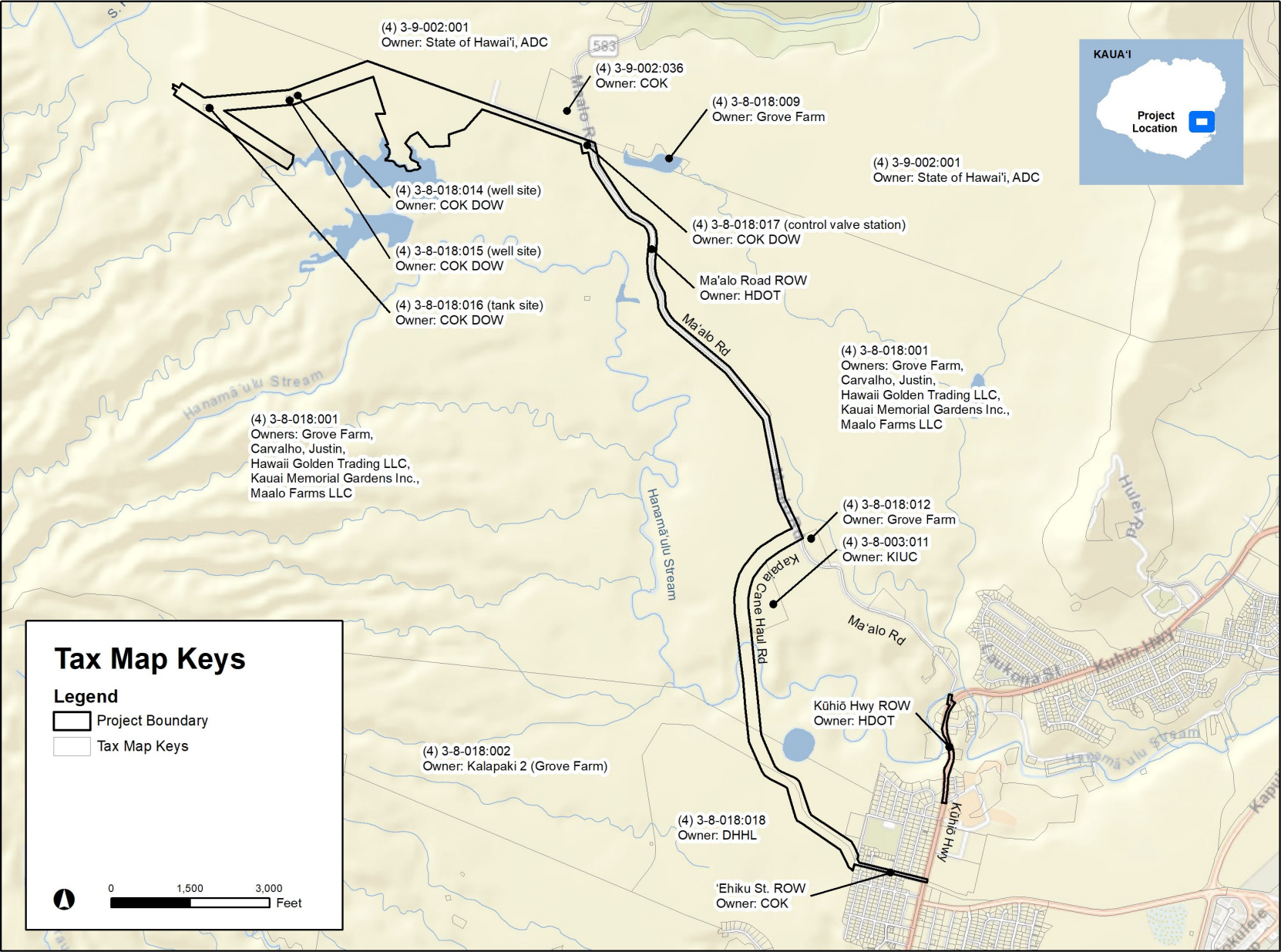
BY EMAIL

WaiahiSWTP-EIS@rmtowill.com

MAHALO!



TAX MAP KEYS





NEW

BUSINESS

DEPARTMENT OF WATER

County of Kauaʻi

"Water has no Substitute – Conserve It!"

MANAGER’S REPORT No. 27-06

September 24, 2026

Re: Discussion and Possible Action to reappropriate certain budget line-items to another line-item budget for the purpose of replacing two failed pumps and appurtenances due to the age and deterioration of the equipment.

RECOMMENDATION:

It is recommended that the Board approve the budget line-item movements.

FUNDING:

<u>Account No:</u>	<u>Account Description</u>	<u>Amount</u>
10-40-50-560-000	WU-Ops-PandP-Repairs and Maintenance-Water System	\$ 400,000.00
10-20-10-540-010	WU-Eng-Adm-Professional Services -As needed Project Management and Inspection Services	\$ (200,000.00) (defund)
10-20-10-540-010	WU-Eng-Adm-Professional Services -Professional Technical Design, Specialty Technical Engineering Services and Hazardous Materials Study	\$ (200,000.00) (defund)

BACKGROUND:

Koloa Well B failed and is suspected of having damage to the motor thrust bearing and possible pump damage. Poipu Well F has significant damage to the shaft bushings and mechanical seal, due to age. A complete replacement of all appurtenances is needed. The pumps are critical to the water supply system and provide redundant resources when needed.

OPTIONS:

Option 1: Approve Manager’s Report as recommended.

Pro: DOW will move forward with replacing the necessary pumps and appurtenances for Koloa Well B and Poipu Well F.

Con: Future budgeting needs may be revisited for Engineering Division.

Option 2: Do Not Approve Manager’s Report as recommended.

Pro: Engineering Division line-item budget amounts will remain available for their use.

Con: DOW will not be able to replace Koloa Well B and Poipu Well F, resulting in a lack of water supply to customers and business served in the area.

RS/crz

Attachment(s): None

DEPARTMENT OF WATER

County of Kauaʻi

"Water has no Substitute – Conserve It!"

MANAGER'S REPORT No. 27-07

September 24, 2026

Re: Discussion and Possible Action to Request Board Approval for Indemnification and Unspecified Future Obligations for Oracle America, Inc. between the Board of Water Supply, County of Kauai and Oracle America, Inc.

RECOMMENDATION:

The Department recommends that the Board approve Option 1, which will allow the Department to move forward with the implementation and continued use of Oracle Enterprise Resource Planning (ERP) Cloud Services.

FUNDING: N/A

BACKGROUND:

The Department is implementing Oracle ERP Cloud Services to support financial management, procurement, budgeting, asset management, reporting, and other enterprise business functions. The system will provide a cloud-based platform to improve operational efficiency, streamline business processes, and support the Department's long-term administrative and financial management needs.

As part of the implementation, the Department must enter into Oracle's Public Sector Agreement for Oracle Cloud Services. The agreement contains provisions related to indemnification and limitation of liability. The County Attorney's Office has reviewed and approved the Oracle Cloud Services Agreement.

Oracle Cloud Services Agreement - Indemnification

If a third party makes a claim that software, services, data, materials, or other content provided by either party infringe upon that third party's intellectual property rights, the providing party agrees, to the extent permitted by law, to defend and indemnify the receiving party against damages, liabilities, costs, and expenses awarded by a court or agreed to in settlement.

Summary of Oracle's Indemnification Limits

Oracle's indemnification obligations are limited to intellectual property infringement claims involving Oracle-provided materials and services. Oracle is not obligated to indemnify the Department for claims arising from modifications made by the Department, use outside the scope of the agreement, use of outdated versions when current versions are available, third-party content, or materials not provided by Oracle.

Limitation of Liability

The agreement excludes liability for indirect, consequential, incidental, special, punitive, and exemplary damages. Oracle's aggregate liability is generally limited to amounts paid for the Oracle products or services giving rise to the claim during the preceding twelve months.

OPTIONS:

Option 1: Approve the Department's Request

- Pros:
- The Department will be able to proceed with implementation and continued use of Oracle ERP Cloud Services.
 - Staff will have access to an integrated enterprise platform supporting financial, procurement, budgeting, asset management, and reporting functions.
- Con:
- The Department would assume contractual risks associated with indemnification and limitation of liability provisions contained within the Oracle Cloud Services Agreement.

Option 2: Do Not Approve Manager's Report as recommended

- Pro:
- No contractual obligations would be incurred under the Oracle Cloud Services Agreement.
- Cons:
- The Department would not be able to proceed with Oracle ERP implementation under the proposed agreement.
 - Additional costs and delays may result from identifying an alternative solution.

BY/crz

Attachment(s):

1. Public Sector Agreement for Oracle Cloud Services
2. Oracle Professional Services Ordering Document
3. Oracle Contract Order Reference



PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES

This Public Sector Agreement for Oracle Cloud Services (this "Agreement") is between Oracle America, Inc. ("Oracle," "we," "us," or "our") and the entity that has executed this Agreement as identified in the signature block below ("You" or "Your"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

1. USE OF THE SERVICES

1.1. We will make the Oracle services listed in Your order (the "Services") available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or Your order (the "Services Period"), solely for Your internal business operations. You may allow Your Users (as defined below) to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

1.2. The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined below). Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe intellectual or other property rights; sell, manufacture, market and/or distribute any product or service in violation of applicable laws; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services, except as permitted in the Service Specifications; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, except as permitted in the Service Specifications, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that we have in this Agreement and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

2. FEES AND PAYMENT

2.1. All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. Fees for Services listed in an order are exclusive of taxes and expenses, unless expressly stated otherwise in Your order.

2.2. If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.3. You understand that You may receive multiple invoices for the Services. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, available at <https://www.oracle.com/contracts/cloud-services>.

3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1. You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.

3.2. You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3. You have the authority to and do grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4. Except as permitted by this Agreement or Your order, You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party.

4. NONDISCLOSURE

4.1. By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

4.2. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

4.3 Subject to applicable law, each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, we will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law.

4.4 The parties acknowledge and agree that You and this Agreement are subject to applicable freedom of information or open records laws. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

5. PROTECTION OF YOUR CONTENT

5.1. In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <https://www.oracle.com/contracts/cloud-services>.

5.2. To the extent Your Content includes Personal Information (as that term is defined in the applicable data privacy policies and the Data Processing Agreement (as defined below)), Oracle will furthermore comply with the following:

- a. the relevant Oracle privacy policies applicable to the Services, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>; and
- b. the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (i) is available at <https://www.oracle.com/contracts/cloud-services> and is incorporated herein by reference, and (ii) will remain in force during the Services Period of Your order. In

the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

5.3. Without prejudice to Sections 5.1 and 5.2 above, You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Information) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of this Agreement and/or Your order. To the extent You disclose or transmit Your Content to a third party, we are no longer responsible for the security or confidentiality of such content outside of Oracle's control.

5.4. Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any data that imposes specific data security, data protection, or regulatory obligations on Oracle in addition to or different from those specified in the Data Processing Agreement, Service Specifications or this Agreement. If Your Content includes any of the foregoing data (e.g., certain regulated health or payment card information), Oracle will process such data only pursuant to the terms of Your order, the Data Processing Agreement, Service Specifications and this Agreement. You are responsible for complying with Your specific regulatory, legal or data security obligations which may apply to such data. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security, data protection or regulatory requirements applicable to such data.

6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

6.1. Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. We warrant that during the Services Period we will perform the Services using commercially reasonable care and skill and in all material respects as described in the Service Specifications (the "Services Warranty"). If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

6.2. WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

6.3. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

7.1. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE ORACLE

PRODUCTS OR SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

8. INDEMNIFICATION

If a third party makes a claim against either You or Oracle ("Recipient," which may refer to You or us, depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or us ("Provider," which may refer to You or us depending on which party provided the Material) infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations to the extent permitted by law; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

8.1. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under the relevant order, then we may, upon 30 days' prior written notice, terminate the order and refund any unused, prepaid fees for the Services under the terminated order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days' prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

8.2. The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded (and the Recipient has been notified in writing of the new version), if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any material not furnished by the Provider. We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.3. This Section 8 provides the parties' exclusive remedy for any claims or damages under Section 8.1.

9. TERM AND TERMINATION

9.1. Unless this Agreement is terminated earlier, You may place orders governed by this Agreement for a period of five years from the date You accept this Agreement. Even if terminated, this Agreement will continue to govern any order for the duration of the Services Period of such order.

9.2. Services shall be provided for the Services Period defined in Your order. Notwithstanding anything to the contrary in the Service Specifications, the Services You order will not be automatically renewed.

9.3. We may suspend Your and/or Your Users' access to, or use of, the Services if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; (c) there is a violation of the Acceptable Use Policy; or (d) You provided false account or payment information or Your digital payment method is refused. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. For Services with the applicable operational capability, Oracle will

use reasonable efforts to limit any suspension only to the portion of the Services related to the issue causing suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this Section shall not excuse You from Your payment obligations.

9.4. If either of us breaches a material term of this Agreement or any order and fails to correct the breach within 30 days of written specification of the breach (provided in accordance with Section 16.1 below), then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of this Agreement, this Agreement and any orders that have been placed under this Agreement. If we terminate any orders as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the terminated order(s) plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement and/or Your order, You may not use those Services ordered.

9.5 You may terminate this Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of the Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Agreement.

9.6 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period specified in the Service Specifications. Following the retrieval period, and except as may be required by law, we will delete any of Your Content that remains in the Services. Our data deletion practices are described in more detail in the Service Specifications.

9.7 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

10. THIRD PARTY CONTENT, SERVICES AND WEBSITES

10.1. The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("Third Party Services"). Oracle does not control and is not responsible for Third Party Content or Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

10.2. Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. We disclaim all liabilities arising from or related to Third Party Content.

10.3. You acknowledge that: (a) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (b) features of the Services that interoperate with Third Party Services, such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. Any change to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

11. SERVICE MONITORING, ANALYSES AND ORACLE-PROVIDED SOFTWARE

11.1. We continuously monitor the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing

in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2. We may (a) compile statistical and other information related to the performance, operation and use of the Services, and (b) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (above clauses (a) and (b) are collectively referred to as "Service Analyses"). We retain all intellectual property rights in Service Analyses.

11.3. We may provide You with the ability to obtain certain Oracle-provided Software (as defined below) for use with the Services. Unless we specify that separate terms will apply to Oracle-provided Software, any Oracle-provided Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use, and allow Your Users to use, such Oracle-provided Software, subject to the terms of this Agreement and Your order, solely to facilitate Your authorized use of the Services. Your right to use any Oracle-provided Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle-provided Software. Your right to use any part of the Oracle-provided Software that is licensed under the separate terms is not restricted in any way by this Agreement.

12. HARDWARE DEVICES

The terms in this Section 12 (Hardware Devices) only apply to an order which includes a Hardware Device.

12.1. Your order may include a Hardware Device (as defined below), which You may use with the applicable Services as described in the Service Specifications. The terms of this Agreement and Your order (including those terms that refer to Services) govern Hardware Devices, the Operating System and Integrated Software (both as defined below), unless expressly stated otherwise in this Section 12, or if the terms by their nature would be inapplicable to Hardware Devices.

12.2. We provide a limited warranty for Hardware Devices as described in the Oracle Hardware Warranty available at <http://www.oracle.com/contracts/hardware>. Any changes to the Oracle Hardware Warranty will not apply to Hardware Devices ordered prior to such change.

12.3. We provide technical support services for Hardware Devices as described in the Service Specifications and/or Oracle's Hardware and Systems Support Policies in effect at the time the technical support services are provided (available at <http://www.oracle.com/contracts/hardware>), as applicable.

12.4. With respect to our indemnification for Hardware Devices under Section 8, notwithstanding the provisions of Section 8.2, if we believe or it is determined that the Hardware Device (or portion thereof) may have violated a third party's intellectual property rights, we may choose to either replace or modify the Hardware Device (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, we may remove the applicable Hardware Device (or portion thereof) and refund the net book value for the Hardware Device.

12.5. "Hardware Device" is defined as hardware that meets both of the following requirements: (a) the hardware is managed by or used as part of the Services, and (b) the hardware is designated as a Hardware Device by Oracle. Title to Hardware Devices will transfer to You upon delivery to You unless otherwise specified in Your order.

12.6. "Operating System" refers to the software that manages the Hardware Device. You have the right to use the Operating System delivered with the Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to the terms of the license agreement(s) delivered with or on the Hardware Device. Current versions of the license agreements are located in the documentation for the Hardware Device.

12.7. "Integrated Software" refers to any software or programmable code that is embedded or integrated in a Hardware Device and enables the functionality of the Hardware Device. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, development tools, or system management software or other code that is separately licensed by us or a third party. You have the limited, non-exclusive right to use Integrated Software

delivered with a Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to any terms delivered with or on the Hardware Device and/or in the applicable documentation.

12.8. We or our licensors retain all ownership and intellectual property rights in and to the Operating System and Integrated Software. The Hardware Device may contain or require the use of third party technology that is provided with or pre-installed on the Hardware Device. Third party technology is licensed under terms which we may provide to You (i) with or on the Hardware Device, (ii) in the applicable product documentation, (iii) in the readme files, or (iv) in the notice files. Your right to use this third party technology under separate license terms are not restricted in any way by this Agreement. We do not warrant or provide any technical support services for this third party technology.

12.9. The Operating System or Integrated Software may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; Your rights to use the Operating System and Integrated Software under such terms are not restricted in any way by this Agreement. The appropriate terms associated with these separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System and Integrated Software. For software (i) that is part of the Operating System or Integrated Software and (ii) that You receive from us in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for the software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

13. EXPORT

13.1. Export control and economic sanctions laws and regulations ("export laws") of the United States and any other relevant local export laws apply to the Oracle Products and Services ordered under this Agreement. Such export laws govern use of the Oracle Products and Services (including technical data) and any Oracle products or services deliverables provided under this Agreement, and You and we each agree to comply with all such export laws (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from the Oracle products or services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

13.2. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

14. FORCE MAJEURE

Neither You nor we shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including, without limitation, an embargo, economic sanction or the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both You and we will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of You or we may cancel unperformed Services and affected orders upon written agreement. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

15. UCITA

The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

16. NOTICE

16.1. Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065 Attn: General Counsel, Legal Department

16.2. We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You (a) by electronic mail to Your e-mail address on record in our account information or (b) by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

16.3. You may register to receive notice of updates to the Oracle Cloud Hosting and Delivery Policies and the Data Processing Agreement (and certain other Service Specifications made available by Oracle) at <http://www.oracle.com/contracts/cloud-services>.

17. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services or any interest in the Services to another individual or entity.

18. OTHER

18.1. We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

18.2. Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Even if recommended by us, we are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts or omissions of any business partner or third party, unless the business partner or third party is providing Services as our subcontractor or is otherwise engaged by Oracle in connection with performance of its obligations under this Agreement, and, if so, then only to the same extent as we would be responsible for our resources under this Agreement.

18.3. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

18.4. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

18.5. Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

19. ENTIRE AGREEMENT

19.1. You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Oracle Products and Services ordered by You and supersedes all prior or contemporaneous agreements, proposals, negotiations, demonstrations or representations, written or oral, regarding such Oracle Products and Services.

19.2. It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document, and no terms included in

any such purchase order, portal, or other non-Oracle document shall apply to Your order. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Agreement.

20. AGREEMENT DEFINITIONS

20.1. **"Oracle-provided Software"** means any software agent, application or tool that Oracle makes available to You specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

20.2. **"Program Documentation"** refers to the user manuals, help windows, readme files for the Services and any Oracle-provided Software. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.

20.3. **"Service Specifications"** means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Oracle Corporate Security Practices; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired under Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle-provided Software: the Oracle Cloud Hosting and Delivery Policies.

20.4. **"Third Party Content"** means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

20.5. **"Users"** means, for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.

20.6. **"Your Content"** means all software, data (including Personal Information), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, Oracle-provided Software, other Oracle Products and Services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content." Your Content includes any Third Party Content that is brought by You into the Services by Your use of the Services or any Oracle-provided tools.

21. CLOUD SERVICES AGREEMENT EFFECTIVE DATE

The Effective Date of this Cloud Services Agreement is _____. (DATE TO BE COMPLETED BY ORACLE)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE BLOCK FOR THIS AGREEMENT FOLLOWS IMMEDIATELY ON THE NEXT PAGE.

Company Name: Board of Water Supply,
County of Kaua'i

Authorized Signature: _____

Name: _____

Title: _____

Signature Date: _____

Oracle America, Inc.

DocuSigned by:
Dapo Lawal
CFEB048A6EA74D5...

Authorized Signature: _____

Name: Dapo Lawal

Title: Contracts Manager, Customer Deal Desk

03-Sep-2026 | 6:29 AM PDT
Signature Date: _____

RECOMMENDED FOR APPROVAL



Joseph "Joe" E. Tait
Manager and Chief Engineer

APPROVED AS TO FORM AND LEGALITY



Laura M. Essenberg (Sep 3, 2026 11:47:28 HST)

Deputy County Attorney

Signature Date: 03/09/2026

Agreement No.: US-CSA-COR-1223697573.a1

Board_of_Water_Supply_County_of_Kauai_Cloud_CSA-signedpdf.by1

Final Audit Report

2026-09-03

Created:	2026-09-03
By:	Brit Yates (byates@kauaiwater.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAK8zSYhK2zi5-4Gump502abAOCH9CdvnC

"Board_of_Water_Supply_County_of_Kauai_Cloud_CSA-signedpdf.by1" History

-  Document created by Brit Yates (byates@kauaiwater.org)
2026-09-03 - 8:38:49 PM GMT
-  Document emailed to Joseph Tait (jtait@kauaiwater.org) for signature
2026-09-03 - 8:38:55 PM GMT
-  Email viewed by Joseph Tait (jtait@kauaiwater.org)
2026-09-03 - 8:39:50 PM GMT
-  Document e-signed by Joseph Tait (jtait@kauaiwater.org)
Signature Date: 2026-09-03 - 9:20:40 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-09-03 - 9:20:40 PM GMT

Board_of_Water_Supply_County_of_Kauai_Cloud_CSA-signedpdf.by3

Final Audit Report

2026-09-03

Created:	2026-09-03
By:	Brit Yates (byates@kauaiwater.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAca4FgcJPcWiKIFXIC_osr2seppK1oaMA

"Board_of_Water_Supply_County_of_Kauai_Cloud_CSA-signedpdf.by3" History

-  Document created by Brit Yates (byates@kauaiwater.org)
2026-09-03 - 9:35:36 PM GMT
-  Document emailed to lessenberg@kauai.gov for signature
2026-09-03 - 9:35:50 PM GMT
-  Email viewed by lessenberg@kauai.gov
2026-09-03 - 9:36:49 PM GMT
-  Signer lessenberg@kauai.gov entered name at signing as Laura M. Essenberg
2026-09-03 - 9:47:26 PM GMT
-  Document e-signed by Laura M. Essenberg (lessenberg@kauai.gov)
Signature Date: 2026-09-03 - 9:47:28 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Agreement completed.
2026-09-03 - 9:47:28 PM GMT

**PROFESSIONAL SERVICES
ORDERING DOCUMENT**

Ordering Document Number: US-21552990

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	Your Name: Board of Water Supply, County of Kaua'i Your Address: 4398 Pua Loke St. Lihue, HI 96766
--	--

Oracle Representative:	Scott Weir	Your Billing Contact:	Joe Tait
Address:	2300 Oracle Way Austin, Texas 78741	Address:	4398 Pua Loke St. Lihue, HI 96766
Phone Number:	562-370-3384	Phone Number:	808-245-5408
Email Address:	scott.weir@oracle.com	Email Address:	jtait@kauaiwater.org

You have ordered the Services listed in the table below and detailed in the attached exhibit(s), which are incorporated herein by reference.

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	\$260,393.27	\$26,039.33	\$286,432.60
Total Fees and Estimated Expenses				\$286,432.60

A. TERMS**1. Applicable Master Agreement:**

This order incorporates by reference the Master Agreement **US-CSA-COR-1223643826.a1** and all amendments and addenda thereto (collectively, the "Master Agreement").

2. Professional Services Delivery Policies: The Oracle Professional Services Delivery Policies ("Policies") available at <https://www.oracle.com/a/ocom/docs/corporate/professional-services-delivery-policies.pdf> apply to and are incorporated into this order.**3. Payment Terms:** Net 30 days from invoice date.**4. Currency:** US Dollars.**5. Offer Valid through: 30-SEP-2026.**

The terms and pricing granted under this order are contingent on Your simultaneous execution of **US-CSA-COR-1223643826.a1**. **US-CSA-COR-1223643826.a1** may be accepted by Oracle even if this order is not signed. However, this order is not accepted unless **US-CSA-COR-1223643826.a1** is signed.

6. Service Specifications: The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.**7. Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibit(s) attached to this order; (b) this order; (c) the Policies; and (d) the Master Agreement.**8. Rights Granted:**

Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle under this order ("services and deliverables") for Your internal business operations. You may allow Your agents and contractors to use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The services and deliverables may be related to Your right to use cloud or hosted/managed services or Products owned or distributed

by Oracle which You acquired under a separate order. The agreement referenced in that order shall govern Your use of such services or Products, and nothing in this order is intended to grant a right to use such services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed service order.

You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.

B. ADDITIONAL ORDER TERMS

1. When services will be performed on-site at customer location in the US, as required by US Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.

Board of Water Supply, County of Kaua'i

Authorized Signature: _____

Name: _____ Tom Shigemoto _____

Title: Chairperson

Oracle America, Inc.

Authorized Signature: _____

Name: _____ James Kamm _____

Title: _____ Director _____

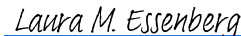
Signature Date: _____ 31-Aug-2026 | 2:49 PM PDT _____

RECOMMENDED FOR APPROVAL



Joseph "Joe" E. Tait
Manager and Chief Engineer

APPROVED AS TO FORM AND LEGALITY



Laura M. Essenberg (Sep 3, 2026 05:57:30 HST)

Deputy County Attorney

Signature Date: _____ Sep 3, 2026 _____

Ordering Document Effective Date: _____ {to be completed by Oracle}



TIME AND MATERIALS EXHIBIT

Your Name: Board of Water Supply, County of Kaua'i
Ordering Document Number: US-21552990
Exhibit Number: 1

1. Description of Services.

Oracle will provide You with up to two hundred seventeen (217) person days of technical and functional Services to assist with the cloud enablement of Oracle NetSuite for Government Cloud Service ("NetSuite for Government") (the "Services"). Oracle will assist you in the following phases:

A. Phase 1 – Finance:

Oracle will assist you with enablement of the following functionality within the Finance module:

Finance Functional Areas	
Projects	Accounts Receivable
Grants	Fixed Assets
Journals	Bank Reconciliation
Budget (expense and revenue)	Bill Capture
Accounts Payable	Enterprise Performance Management ("EPM") Reporting
Purchasing	N/A

1. Focus Phase:

- a. Conduct one (1) project kick-off workshop for up to one (1) hour for Your project team to mutually agree upon the project governance processes:
 1. Review the welcome packet.
 2. Scope management process.
 3. Risk management process.
 4. Issue management process.
 5. Communications management process.
 6. Configuration management process.
 7. Quality management process.
- b. Conduct up to four (4) workshops for up to one (1) total person day for Your project team to review and complete strategy sessions covering:
 1. Data migration strategy session.
 2. Integration strategy session.
 3. Finance process strategy session.
 4. Chart of accounts strategy session.
- c. Create and provide an initial project work plan, which will include the following:
 1. Tasks; estimated start and end dates, and estimated durations.
 2. Assigned resources from You and Oracle.
 3. Known dependencies.

2. Refine Phase:

- a. Conduct up to ten (10) workshops of up to two (2) hours each for Your project team to review functional business processes and data migration for the following:
 1. Chart of Accounts ("CoA") setup and fund management.
 2. Entity setup.
 3. Accounts receivable.
 4. Fixed assets.
 5. Up to four (4) follow-up sessions.
- b. Conduct up to one (1) workshop for up to three (3) person days for your team to review functional business processes for procurement and general ledger / budgeting.

- c. Conduct up to two (2) procurement and general ledger / budgeting follow-up workshops of up to two (2) hours each.
- d. Conduct up to two (2) workshops of up to two (2) hours each for Your project team to review functional business processes for the following:
 1. Bank reconciliation.
 2. Integrations.
- e. Conduct up to two (2) "EPM Reporting Workshops" for up to one and a half (1.5) hours each for Your project team to review the following:
 1. Income statement.
 2. Balance sheet.
 3. Budget versus actual ("BvA").
 4. Net position.
 5. Working budget.
 6. Project yearly BvA.
- f. Document the findings from each workshop in an engagement report.
- g. Configure NetSuite for Government hosted environment based upon the engagement reports.
- h. Import up to one (1) annual trial balances as journal entries.
- i. Import up to one thousand (1,000) pre-defined, active general GL dimension members from NetSuite for Government into the EPM instance for each of the following:
 1. COA.
 2. Funds.
 3. Departments.
 4. Projects.
 5. Grants.
- j. Migrate the current/in-progress year of income statements and balance sheets, and prior year budget data, from NetSuite for Government into the EPM instance.
- k. Set up a schedule to import trial balances on a recurring basis from NetSuite for Government into the EPM instance using standard saved searches.
- l. Provide up to two (2) total person days of guidance on configuring integrations to the following third-party applications:

Name of third party	Type of data	One-way Import/Export / Bidirectional	Frequency	Method (Application Programming Interface ("API") / Flat file)
Intergraph	Enterprise Asset Management ("EAM") Data	One-way Import	Manual	Flat file

- m. Configure up to one (1) of each of the following Form templates to include Your information i.e., logo, legal name, address, bill-to address, ship-to address, bank information etc.:
 1. Invoice.
 2. Purchase Order.
 3. Accounts Payable check.
3. Enable Phase:
 - a. Conduct up to twenty-eight (28) functional training sessions of up to two (2) hours each for Your project team on the NetSuite for Government Finance module.
 - b. Create a testing plan with You.
 - c. Provide up to six (6) person days over the course of six (6) weeks to assist with Finance user acceptance testing ("UAT").
 4. Live-Operate Phase:
 - a. Conduct one (1) "Final Data Migration Workshop" for up to two (2) hours to complete final Finance data cutover.

- b. Provide up to eleven (11) person days of consulting post go-live support to be used within the first thirty (30) calendar days immediately following production go-live for Finance.
- c. Facilitate the transition from Your implementation team to the NetSuite for Government support team for the Finance module.

B. Phase 2 – Enterprise Performance Management (“EPM”):

Oracle will assist you with enablement of the following functionality within the EPM module:

EPM Functional Areas
Operating Budget

1. Focus Phase:

- a. Conduct one (1) functional requirements gathering session for up to two (2) hours to review the following:
 1. Current budgeting processes.
 2. Standard functionality of the application.
 3. Budget reporting needs.
 4. Confirm administrator access.
 5. Project timeline considerations.

2. Refine Phase:

- a. Conduct up to three (3) “EPM Configuration Workshops” for up to one and a half (1.5) hours each for Your project team to review the following:
 1. Web forms.
 2. Reports.
 3. Dashboards and business rules.
- b. Document the findings from each EPM Configuration Workshop in a EPM Configuration Engagement Report.
- c. Configure EPM hosted environment based upon the EPM Engagement Reports.
- d. Configure Your Operating Budget.

3. Enable Phase:

- a. Conduct up to one (1) functional training sessions of up to two (2) hours each for Your project team on the EPM module.
- b. Review UAT processes.
- c. Assist with up to two (2) “Data Integration UAT Sessions” for up to one and a half (1.5) hours each to validate the integration of data from NetSuite for Government’s Finance module to EPM.
- d. Provide up to four (4) hours of UAT issue resolution assistance, to be used within ten (10) consecutive business days following the Data Integration UAT Session.
- e. Assist with up to two (2) “Process and Configuration UAT Sessions” for up to one and a half (1.5) hours each to validate the EPM budget process and configuration.
- f. Provide up to four (4) hours of UAT issue resolution assistance, to be used within ten (10) consecutive business days following the Process and Configuration UAT Session.

4. Live-Operate Phase:

- a. Provide up to eight (8) hours of consulting post go-live support to be used within the first thirty (30) calendar days immediately following production go-live for EPM.
- b. Facilitate the transition from Your implementation team to the NetSuite for Government support team for the EPM module.

C. Phase 3 – Utility Billing (“UB”):

Oracle will assist you with enablement of the following functionality within the Utility Billing module:

UB Functional Areas
Customer Information System (“CIS”)
Customer bill view and payment portal
PDF bill generation and email bill notifications

1. Focus Phase:
 - a. Conduct one (1) functional requirements gathering session for up to three (3) person days for your project team to review the following:
 1. Current utility billing processes.
 2. Standard functionality of the application.
 3. Data conversion plan; and
 4. Integration plan.
2. Refine Phase:
 - a. Conduct up to four (4) UB data migration workshops for up to two (2) hours each for Your project team to review the following processes:
 1. System configuration, and configuration of UB table data.
 2. Load customer and account data.
 3. Data review and clean up.
 4. Load and test data changes.
 - b. Document the findings from each UB data migration workshop in a UB Data Migration Engagement Report.
 - c. Assist with the loading of your finalized datasets for UB as follows:

Functional Area	Finalized datasets to be loaded
Customer to meter account data, billing, meter reads, payments, and adjustment data.	Up to one (1)

- d. Conduct up to four (4) UB configuration workshops for up to two (2) hours each for Your project team to review the following processes:
 1. Customer profiles and accounts.
 2. Meter data management and service order management.
 3. Billing calculations, and credit and collections.
 4. Analytics workflows, reporting, and integration.
- e. Document the findings from each UB data configuration workshop in a UB Configuration Engagement Report.
- f. Configure NetSuite for Government hosted environment based upon the UB Configuration Engagement Reports.
- g. Provide up to seven (7) total person days of guidance on configuring integrations to the following third-party applications:

Name of third party	Type of data	One-way Import/Export / Bidirectional	Frequency	Method (Application Programming Interface ("API") / Flat file)	Notes
Badger	Meter read	One-way import	Manual	Flat file	
Stripe (Centralized Cashiering)	Payment gateway			iFrame or browser redirect	As mutually agreed

3. Enable Phase:
 - a. Conduct up to four (4) functional training session(s) of up to two (2) hours each for Your project team on the NetSuite for Government UB module.
 - b. Provide up to seventeen (17) person days to assist with up to one (1) UB parallel test.

4. **Live-Operate Phase:**

- a. Provide up to nine (9) person days of consulting post go-live support to be used within the first one (1) billing cycle, or forty-five (45) calendar days immediately following production go-live for UB, whichever comes first.
- b. Facilitate the transition from Your implementation team to the NetSuite for Government support team.

2. **Rates, Estimated Fees and Expenses, and Taxes.**

A. The Services are performed on a time and materials ("T&M") basis; that is, You shall pay Oracle for the actual time spent performing the Services, plus materials, taxes, and expenses.

B. **Rates.**

For a period of eighteen (18) months from the ordering document effective date, the Services will be provided at the rates set forth below. Thereafter, unless otherwise agreed by You and Oracle in an amendment, the Services will be provided at Oracle's consulting rates in effect when the Services are performed.

Standard Rates	
Price Level	Hourly Rate
Managing Consultant	\$151.73
Advanced Consultant	\$108.38

C. **Estimated Fees and Expenses.**

All fees and expenses will be invoiced monthly. The fee and expense estimates specified in Your order are intended only to be for Your budgeting and Oracle's resource scheduling purposes, and may exceed the specified totals; these estimates do not include taxes. Once fees for Services reach the estimate, Oracle will cooperate with You to provide continuing Services on a T&M basis.

3. **Project Management.**

You and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services.

4. **Your Cooperation.**

- A. Prior to the commencement of Services, designate and identify a project sponsor and a project manager that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite hosted environment. Responsibilities include but are not limited to:
 1. Provide user feedback during configuration and validation.
 2. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required.
 3. Provide on-going support to internal users following the implementation.
- B. Enable administrator access to allow provisioning of Your NetSuite for Government hosted environment prior to the commencement of Services.
- C. Modify Your processes as necessary to align with the standard functionality of NetSuite for Government.
- D. Ensure that Your technical and functional resources have the necessary internal process knowledge and are empowered to make decisions.
- E. Ensure that Your team members are dedicated to completing their tasks related to these Services.
- F. Complete and return the questionnaire in the NetSuite for Government Welcome Packet to your Oracle project manager prior to the project kick-off workshop.
- G. Be responsible for choosing your desired Form templates from the samples provided to you during the project kick-off workshop.
- H. Be responsible for the configuration of NetSuite Pay and Smart Count.
- I. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
- J. You will accept Oracle NetSuite release upgrades.
- K. You will not film or record Oracle's delivery of Services, Oracle resources, or any Oracle materials.
- L. You are responsible for planning, executing, and managing all aspects of end-to-end and final reviews, including customizing the Oracle provided templates to prepare and execute test cases and plans and reviewing test results.

- M. Ensure that Your designated Learning Cloud Support passholder training attendee(s) are completing any implementation training courses assigned to them by the Oracle team in the timeline specified as mutually agreed by You and received from the Oracle at the start of the implementation.
 - N. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
 - O. Manage the post-production maintenance and support of Your NetSuite for Government hosted environment.
 - P. Workshop-related cooperation:
 - 1. For each workshop make Your existing procedure and business process documentation available to Oracle at least one (1) week prior to the workshop.
 - 2. Make Your key decision owners available to attend the workshops.
 - 3. Respond to Oracle requests/queries within two (2) business days.
 - Q. EPM-related cooperation:
 - 1. Make the position data from Your third-party payroll system available to Oracle within two (2) weeks of the functional requirements gathering session in Section 1.B.1.a.
 - 2. Be responsible for ensuring that common, consistent planning and budgeting processes exist across Your organization.
 - 3. Be responsible for performing a production refresh of the NetSuite for Government test environment at the EPM kick-off.
 - 4. Be responsible for client-led data load validation for actual trial balances in the EPM instance to NetSuite for Government saved search results at the G/L journal entry level.
 - R. Integration-related cooperation:
 - 1. For each third-party listed in Section 1.A.2.I. and Section 1.C.2.g. you must provide integration specifications, third-party requirements, and have a live operating environment in place in order for the implementation team to deliver the services in these sections.
 - 2. You will be live in production on all of Your third-party applications to be integrated with NetSuite for Government at least six (6) months prior to the planned Go-Live date of this implementation.
 - 3. Implement and maintain the production and consumption of the file-based interfaces with Your existing systems.
 - S. Migration-related cooperation:
 - 1. Be responsible for extracting the data from Your legacy system(s), providing it in the format specified by Oracle, and providing the Oracle team with all necessary context related to establishing the data migration process.
 - 2. Audit your data for data migration, including all finalized datasets through the current fiscal year.
 - 3. Financial data to be migrated must include the following:
 - a. Balances of fully qualified accounts (e.g., Fund-Dept-Obj, and other segments);
 - b. All general ledger impacting transactions (trial balance details), summed and compared by each fully qualified account to the provided balances; no transactions are omitted.
 - 4. UB data to be migrated must include the following:
 - a. Balances of utility billing customer accounts, as well as debits and credits against each billable service account and the underlying financial transactions that impact the account balance.
 - b. Account details such as customer names, service and contact addresses, customer identifiers.
 - c. Meter and device identifiers.
 - d. Meter readings and billing calculations.
 - e. Transaction details such as payments, tender information, and adjustments; and
 - f. Transaction details such as bills, invoices, credits, voids, adjustments, payments, checks, wires, etc. must identify which general ledger impacting transaction it is associated with. The values of these details are compared to the general ledger impacting transaction totals to validate that no details are omitted.
 - 5. Validate the final list data and transactional data within two (2) weeks from data upload.
5. Project Assumptions.
- A. A person day is defined as one (1) person working for up to eight (8) hours, which need not be continuous.
 - B. Standard functionality is defined as the functionality described in applicable documentation, for the NetSuite for Government application, provided by Oracle.
 - C. Hosted environment is defined as the combination of systems and supporting resources to which Oracle grants You access as part of the Services ordered by You, that are (i) configured for the Oracle Programs operating on it and for specific uses as part of the Services, and (ii) used by Oracle to perform the Services. The hosted environment consists of the production environment, and any non-production environment(s), as referenced in the applicable ordering document and Services policies.

- D. The implementation methodology for the Services is the Oracle True Cloud Method ("TCM").
- E. Should You request a suspension of Oracle's performance of Services, You and Oracle shall cooperate in good faith to review such impact and, if necessary, invoke the change control process. Any adjustments to project resourcing, scheduling, or deliverables resulting from a project suspension, as well as any additional costs incurred for resource reassignment or re-configuration, will be documented by Oracle and submitted to You in the form of a change order which will require Your written approval before Services can resume.
- F. Any project suspension or delay in the service or implementation project shall not abrogate Your obligations under existing Oracle Cloud subscription service(s) or related commitments, which remain in force regardless of project timelines or delays.
- G. The NetSuite for Government standard chart of accounts segmentation structure will be used as a default segmentation with localization as required.
- H. This estimate assumes configuration for up to one (1) legal entity, and up to one (1) legacy third-party software provider per module.
- I. Workflows are limited to up to three (3) tiers of approval; models include:
 - 1. Journals.
 - 2. Budget adjustments.
 - 3. Accounts Payable.
 - 4. Purchase Orders.
 - 5. Accounts Receivable.
- J. EPM-related assumptions:
 - 1. Prior to the commencement of Phase 2 – Enterprise Performance Management, the NetSuite for Government production instance must be established as follows:
 - a. Chart of Accounts is finalized.
 - b. Segments are finalized and populated with members.
 - c. Custom Segments are finalized and populated with members.
 - d. Transactional data is loaded; and
 - e. Any additional information, segmentation, etc. that You will need for planning and budgeting is finalized and loaded.
- K. Integration-related assumptions:
 - 1. If the effort to implement the third-party integrations identified by You exceeds the estimates in Section 1.A.2.I., Section 1.C.2.g. such adjustments shall be subject to the change control process.
 - 2. Upon review of Your business processes, if You and Oracle mutually agree that any of the API(s) in Section 1.C.2.g. would be better served as flat file integrations, Oracle reserves the right to utilize an automated flat file for specific portions of the integration, as mutually agreed with You at such time.
 - 3. Except to the extent expressly stated in the Description of Services section of this document, the use of the terms "integrate" and "integration" throughout this document is not intended to mean that Oracle will ensure (i) the physical or functional integration of Oracle products with external legacy systems, third party products and/or other software applications; (ii) the functioning of Oracle products as a coordinated whole with such external legacy systems, third party products and/or other software applications; or (iii) any non-standard integration between Oracle products. Rather, the terms are used to refer to the overall concept of data exchange between the Oracle products and other systems, products or applications identified in this document, and may include interfacing and/or other methods of integration or interoperation as described in the Description of Services section of this document.
- L. Migration-related assumptions:
 - 1. Data migration is limited to the assistance described in Section 1.A.2.h., Section 1.A.2.i., Section 1.A.2.j, Section 1.A.2.k. and Section 1.C.2.c.
 - 2. Data provided by Your organization will be validated by the Oracle Local Government implementation team before being loaded into NetSuite for Government. However, any discrepancies or inconsistencies will be returned to You for correction or clarification, up to three (3) revisions. It is recommended that data validation occur prior to submission of the finalized dataset for loading.
 - 3. The amount of time required to import legacy transactions and associated detail is determined by Your ability to provide reconciled data in the format requested. Delays may impact key implementation dates, including Go-Live.
 - 4. A finalized dataset for UB is defined as up to thirteen (13) months' worth of transactional data containing the required information that You wish to migrate, as validated by Your project team. A dataset will be identified as finalized by Your project team and Oracle during the initial data migration phase of the project. Once a dataset

is determined to be finalized, modifying the structure of any subsequent dataset that is provided will cause delays in the migration process and/or inconsistencies in the final result. This dataset should have all relevant details comprising the customer names, service and contact addresses, account details, meter and device identifiers, as well as debits and credits against each billable service account and the underlying financial transactions that impact the account balance. All transaction lines should be rounded to two (2) decimal places while maintaining balanced debits and credits and aligning with balances for each of the thirteen (13) fiscal months. All transaction detail records (e.g., bill IDs, payment transaction IDs, checks numbers, adjustment IDs, etc.) must include an associating reference to the account and applicable bill ID.

5. Data migration for Utility Billing includes the loading of meter readings and billing calculations for related services, transaction details (such as payments, tender information, adjustments, etc.), and meter, persons, premise, account, service and device history for your current/in-progress fiscal year at the time of go-live.
 6. Fixed asset depreciation is migrated as the accumulated/cumulative depreciation balance on each asset record. Detailed depreciation history is out of scope.
- M. Any Functional Area that is not fully implemented prior to the conclusion of the thirty (30) calendar day post go-live assistance period for the respective module shall be deemed out of scope and no further Services shall be performed in connection with such Functional Area. Any additional work on these items will be handled via the change control process and may result in additional fees.
- N. Any integration(s), form(s), script(s), or related effort that is not finalized prior to the conclusion of the thirty (30) calendar day post go-live assistance period for the respective module shall be deemed out of scope and no further Services shall be performed in connection with these items. Any additional work on such items will be handled via the change control process and may result in additional fees.
- O. Product issues will be reported using the Oracle Service Cloud ("OSvC") portal and will be addressed in accordance with Oracle Support policies.
- P. Issues with the NetSuite for Government environment will require a ticket to be created by You through the OSvC portal to allow the Oracle team to address it.
- Q. Out of Scope: The following are not included in the scope of, or fees for, Services:
1. Performance testing, tuning, or any management of performance.
 2. Testing beyond the activities described in this exhibit.
 3. Customizations to NetSuite for Government.
 4. Oracle Cloud subscription services.
 5. Languages other than U.S. English.
 6. Integrations or data conversions beyond what is explicitly described in this exhibit.
 7. Form configuration beyond what is explicitly described in this exhibit.
 8. Creation of Operating Budget Book, Capital Improvement Program Budget, or Personnel Budget.
 9. Account Reconciliation and/or Narrative Reporting.
 10. Cloud middleware, database, operating and other hardware activities.
 11. Complex business processing or orchestration related to integrations.
 12. Transformations or data mapping of elements.
 13. Any kind of data cleansing/reconciliation activities.
 14. Migration of budget line-item detail notes.
 15. Additional workforce structures for future use, expansion, or acquisitions.
 16. Extensions, customizations, or custom reports.
 17. Localizations other than those made to the chart of accounts structure.
 18. Post-production Services exceeding the effort explicitly described in this exhibit.
 19. Anything not expressly identified in Section 1. Description of Services above.

Certificate Of Completion

Envelope Id: A164CE79-C336-869A-8326-C93431F2948D

Status: Completed

Subject: GSSC-22380464;Board of Water Supply, County of Kaua'i-Ready for signature

Sales Rep Letter FY26:

Oracle Health company name for term:

Ace Program Travel:

Popeyes OMA name:

SR #:

Popeyes OMA name(1):

BR Cust ID:

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SARTHAK SRIVASTAVA

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500 Oracle Pkwy

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IP Address: 192.188.171.0

Record Tracking

Status: Original

Holder: SARTHAK SRIVASTAVA

Location: DocuSign

8/31/2026 2:38:59 PM

sarthak.srivastava@oracle.com

Signer Events

James Kamm

signature-request-namer_us@oracle.com

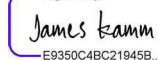
Director

Oracle America, Inc.

Security Level: Email, Account Authentication
(None)

Signature

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Signature Adoption: Pre-selected Style
Using IP Address: 192.33.242.64

Timestamp

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Viewed: 8/31/2026 2:49:45 PM

Signed: 8/31/2026 2:49:58 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

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Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

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Timestamps

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Signing Complete

Security Checked

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Completed

Security Checked

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Payment Events	Status	Timestamps
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US-OD-21552990-Water Department County of Kauai-v7_OSF.by1

Final Audit Report

2026-09-03

Created:	2026-09-03
By:	Brit Yates (byates@kauaiwater.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfmi4vnTdKMWVE8wkyfHolxmUCcf6o-7G

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2026-09-03 - 2:47:27 AM GMT
-  Email viewed by Joseph Tait (jtait@kauaiwater.org)
2026-09-03 - 2:48:08 AM GMT
-  Document e-signed by Joseph Tait (jtait@kauaiwater.org)
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US-OD-21552990-Water Department County of Kauai-v7_OSF.by2 - signed

Final Audit Report

2026-09-03

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-  Signer lessenberg@kauai.gov entered name at signing as Laura M. Essenberg
2026-09-03 - 3:57:28 PM GMT
-  Document e-signed by Laura M. Essenberg (lessenberg@kauai.gov)
Signature Date: 2026-09-03 - 3:57:30 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Agreement completed.
2026-09-03 - 3:57:30 PM GMT



ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA
94065

Name	Board of Water Supply, County of Kauai	Contact	Joe Tait
Address	4398 Pua Loke St. Lihue HI 96766	Phone Number	808-245-5408
		Email Address	jtait@kauaiwater.org

New Subscription

Services Period: 60 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B111096 - Oracle NetSuite for Government Cloud Service, Standard Edition - Hosted Environment	NORTH AMERICA	1	60 mo	3,360.00	201,600.00
B108187 - Oracle NetSuite for Government Cloud Service, Bill Capture - Each	NORTH AMERICA	1	60 mo	239.60	14,376.00
B111100 - Oracle NetSuite for Government Cloud Service, Enterprise Performance Management Premium, Additional User - Hosted Named User	NORTH AMERICA	1	60 mo	60.00	3,600.00
B94584 - Oracle NetSuite for Government Cloud Service, Additional General User - Hosted Named User	NORTH AMERICA	39	60 mo	19.60	45,864.00
B94592 - Oracle NetSuite for Government Cloud Service, Sandbox Environment - Each	NORTH AMERICA	1	60 mo	199.60	11,976.00
B110491 - Oracle NetSuite for Government Cloud Service, Utility Billing, Water and Waste (up to 10,000 customers) - Hosted Environment	NORTH AMERICA	1	60 mo	1,680.00	100,800.00
B110492 - Oracle NetSuite for Government Cloud Service, Utility Billing, Water and Waste, Additional Customers - 1000 in Customer Count	NORTH AMERICA	13	60 mo	32.00	24,960.00
Subtotal					403,176.00

Fee Description	Net Fee
Cloud Services Fees	403,176.00
Net Fees	403,176.00
Total Fees	403,176.00

A. Terms of Your Order

1. Applicable Agreement:

a. Public Sector Agreement for Cloud Services US-CSA-COR-1223697573.a1

2. Cloud Payment Terms:

a. Net 30 days from invoice date

3. Cloud Payment Frequency:

a. Quarterly in Arrears

4. Currency:

a. US Dollars

5. Offer Valid through:

a. 30-SEP-2026

6. Service Specifications

a. The Service Specifications applicable to the Cloud Services ordered may be accessed at <http://www.oracle.com/contracts>. To the extent Your Cloud Services include AI Functionality, the Service Specifications for such Cloud Services include the Oracle Artificial Intelligence Terms.

7. Services Period

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services.

B. Additional Order Terms

1. Optional Renewal Period for Cloud Services

You shall have the option to renew the same services listed in the table above section A at the same usage limits for one (1) additional 60-month renewal period ("Option Renewal Period") for the total net fee of \$467,838.40, which shall be the sum of the following annual amounts:

- Option Year 1 \$93,567.68
- Option Year 2 \$93,567.68
- Option Year 3 \$93,567.68
- Option Year 4 \$93,567.68
- Option Year 5 \$93,567.68

Professional Services are not included in the Option Renewal Period.

The cloud services listed in the tables above section A may not be renewed at the Option Renewal Period pricing specified above if (i) Oracle is no longer making such cloud services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the cloud services specified in this ordering document.

2. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all Services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

BOARD OF WATER SUPPLY, COUNTY OF KAUAI

Tom Shigemoto

Chairperson

RECOMMENDED FOR APPROVAL



Joseph "Joe" E. Tait

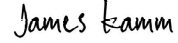
Manager and Chief Engineer

APPROVED AS TO FORM AND LEGALITY

Deputy County Attorney

Oracle America, Inc.

Signature


B54ECB514F3E4BC...

Name

James Kamm

Title

Director

Signature Date

01-Sep-2026 | 3:11 PM PDT

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	Board of Water Supply, County of Kauai	Customer Name	Board of Water Supply, County of Kauai
Customer Address	4398 Pua Loke St. Lihue HI 96766	Customer Address	4398 Pua Loke St. Lihue HI 96766
Contact Name	Joe Tait	Contact Name	Joe Tait
Contact Phone	808-245-5408	Contact Phone	808-245-5408
Contact Email	jtait@kauaiwater.org	Contact Email	jtait@kauaiwater.org

SaaS OD - Board of Water Supply, County of Kauai - 09-01-2026.by

Final Audit Report

2026-09-03

Created:	2026-09-03
By:	Brit Yates (byates@kauaiwater.org)
Status:	Signed
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DEPARTMENT OF WATER

County of Kauaʻi

“Water has no Substitute – Conserve It!”

MANAGER’S REPORT No. 27-08

September 24, 2026

Re: Discussion and Possible Action to Request Board Approval of the Indemnification Provision in the Agreement for the Kauaʻi War Memorial Convention Hall between the Board of Water Supply, County of Kauaʻi and the County of Kauaʻi, Department of Parks and Recreation.

RECOMMENDATION:

It is recommended that the Board of Water Supply, County of Kauaʻi (Board), approve the indemnification provision in the agreement to use the County of Kauaʻi, Department of Parks and Recreation’s War Memorial Convention Hall for a public information meeting for the Kapaia area Environmental Impact Statement Preparation Notice (EISPN).

FUNDING: N/A

BACKGROUND:

The Department of Water (DOW) is working to complete the environmental permitting requirements for improvements in the Kapaia area, which includes the Kapaia Cane Haul 18-Inch Waterline and acquisition of the Waiahi Surface Water Treatment Plant and appurtenances. In line with a forthcoming Environmental Impact Statement Preparation Notice, the Department will be conducting a public meeting as a means to obtain public comments for this project.

The County of Kauai, Department of Parks and Recreation’s permit, includes the following indemnification clause:

“Understand and agree to indemnify, save and hold harmless the County of Kauai and all its officers, agents, and employees from all claims and losses, injuries, damages, and liabilities to persons or property arising wholly or in part from the use of the premises under this agreement. I further agree to be responsible for any damages or loss of any and all property within the premises resulting from the use of the building under this agreement.”

OPTIONS:

Option 1: Approve Manager’s Report as recommended.

Pro: The Department and its consultant will be able to continue with the next phase of the environmental permitting process.

Con: Department and consultant resources and funds will be expended for this effort.

Option 2: Do Not Approve the Manager’s Report as recommended.

Pro: The project will not proceed forward, and the Department and consultant resources will not be required.

Con: The Department has already expended resources and funds on this project, which cannot be reimbursed. Future water project needs will not be able to move forward without completing the environmental review.

VR/crz

Attachment(s): Kaua'i War Memorial Convention Hall Rental Agreement

**RENTAL AGREEMENT
KAUAI WAR MEMORIAL CONVENTION HALL
COUNTY OF KAUAI**

NO. 8052

EXHIBIT HALLS

MINIMUM RENTAL INCLUDES FOUR WALLS AND ORDINARY LIGHTING, AND AIR CONDITIONING. MINIMUM RENTAL DOES NOT INCLUDE ELECTRICIAN, SPOTLIGHT OPERATORS, STAGEHANDS, TICKET SELLERS, USHERS, GATEMEN, JANITORS, POLICE OR ANY OTHER DIRECT LABOR NOT SUPPLIED BY APPLICATION AND AGREEMENT.

I HAVE DEPOSITED WITH THE AUTHORIZED REPRESENTATIVE OF THE COUNTY THE SUM OF 0 AND AGREE TO THE FEES LIST FURTHER UNDERSTAND AND AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS THE COUNTY OF KAUAI AND ALL ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS AND LOSSES, INJURIES, DAMAGES, AND LIABILITIES TO PERSONS OR PROPERTY ARISING WHOLLY OR IN PART FROM THE USE OF THE PREMISES UNDER THIS AGREEMENT. I FURTHER AGREE TO BE RESPONSIBLE FOR ANY DAMAGES OR LOSS OF ANY AND ALL PROPERTY WITHIN THE PREMISES RESULTING FROM THE USE OF THE BUILDING UNDER THIS AGREEMENT.

APPLICANT (PRINT) _____

REPRESENTING: COK - Dept. of Water

ADDRESS: 43918 Pua Loke Ct, Lihue 96766

I HAVE RECEIVED ALL POLICY INFORMATION AND CLARIFICATION OF FEES FOR THE USE OF THE KAUAI WAR MEMORIAL CONVENTION HALL. I HAVE READ AND AGREE TO ABIDE WITH THE KAUAI WAR MEMORIAL CONVENTION HALL'S POLICIES COVERING USE OF THE BALLROOMS AND ITS APPURTENANT ROOMS.

SIGNATURE OF USERS: _____ DATE: _____

SIGNATURE OF AUTHORIZED COUNTY PERSONNEL: _____ DATE: _____

DAY	DATE	START	END	TOTAL	PURPOSE OF ACTIVITY
Thursday	11/12/2026	8A	4P.		Community
					MTG

DESCRIPTION OF TYPE USE

1. PROFESSIONAL PROMOTION (WHICHEVER IS GREATEST)
2. NON-PROFIT/AMATEUR ORGANIZATION SPONSORING PROFESSIONAL PROMOTION
3. NON-PROFIT/AMATEUR ORGANIZATION SPONSORING NON - PROFESSIONAL PROMOTION
4. 6 NON-PROFIT/AMATEUR ORGANIZATION SPONSORING ENGAGED IN NON-PROFIT VENTURE
5. STATE /COUNTY AGENCY USAGE

PAYMENT RECORD

Total: \$275
All fees waived COK - Event.

EXHIBIT HALLS RENTAL RATE SCHEDULES

TYPE USE	NIHAU BALLROOM	KAUAI BALLROOM	LOBBY	KITCHEN	TOTALS
1.	\$75 OR 10%	\$200.00 OR 10%	\$75.00 OR 10%	\$50.00	
2.	\$75 OR 7.5%	\$200.00 OR 7.5%	\$75.00 OR 7.5%	\$50.00	
3.	\$75 OR 7.5%	\$200.00 OR 7.5%	\$75.00 OR 7.5%	\$50.00	
4.	\$75.00 <u>75.00</u>	\$200.00 <u>200.00</u>	\$75.00 <u>0</u>	\$50.00 <u>0</u>	<u>\$275.00</u>
5.	\$40.00	\$100.00	\$40.00	\$25.00	

THERE IS NO CHARGE FOR THE LOBBY WHEN USED IN CONJUNCTION WITH AUDITORIUM RENTAL, UNLESS LOBBY IS USED FOR MERCHANDISE SALES.

EQUIPMENT RENTALS

- | | | | | |
|----|---------------------------------|-------------|--|--|
| 1. | PORTABLE FOLDING CHAIRS PER DAY | .25 EA | | |
| 2. | TABLES PER DAY | 1.00 EA. | | |
| 3. | SOUND SYSTEM PER DAY | \$25.00 EA. | | |
| 4. | MICROPHONE PER DAY | \$10.00 EA. | | |

TOTAL DUE: _____

KEY DEPOSITS: _____ CUSTODIAL: _____ KEYS: _____

OTHER EQUIPMENT REQUESTED (IF AVAILABLE): _____

REFUND POLICY: FULL REFUND IF CANCELLED NO LATER THAN: 11/12/2026

DEPARTMENT OF WATER

County of Kauaʻi

"Water has no Substitute – Conserve It!"

MANAGER'S REPORT No. 27-09

September 24, 2026

Re: Discussion and Possible Action to approve of the indemnification provisions included within escrow documents related to the closing of the Land Exchange of TMK (4) 2-3-005:006 and TMK (4) 2-3-005:025 pursuant to that certain Land Exchange Agreement approved by this Board on February 19, 2026.

BACKGROUND:

It is recommended that the Board of Water Supply, County of Kauaʻi (the "Board") approve of the indemnification language in the escrow documents related to the Land Exchange Agreement, acting upon Option 1 below. At its February 19, 2026 meeting, the Board approved of the Land Exchange Agreement, between the Bank of Hawaii, as Trustee of the Kukuiohono Park Trust Estate (the "Trust"), the County of Kauaʻi, and the Board and further authorized the Manager and Chief Engineer of the DOW, and/or his duly authorized representative, to draft, negotiate, and execute any and all documents, instruments, or other agreements necessary to complete the land exchange as contemplated in the Agreement and any of its Amendments. Language indemnifying Title Guaranty Escrow Services, Inc. ("Escrow") and including unspecified future obligations within Escrow's General Provisions requires additional Board approval. The closing of this transaction will complete the exchange of a parcel currently owned by the County (TMK (4) 2-3-005:006) with a parcel currently owned by the Trust (TMK (4) 2-3-005:025).

The sections of the Escrow General Provisions that reference indemnification and unspecified future obligations are as follows:

"7. PERSONAL PROPERTY

No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

The parties to the escrow hereby acknowledge that they are indemnifying the Escrow against any and all matters relating to any "Bulk Sales" requirements, and instruct Escrow to proceed with the closing of escrow without any consideration of matter of any nature whatsoever regarding "Bulk Sales" being handled through escrow."

– and –

"22. DISPUTES

If any dispute arises with respect to this transaction, or any demand is received by Escrow and Escrow is unable to comply or if Escrow is uncertain as to its duties hereunder, Escrow may at its sole election and without any liability: (1) await, without taking any action, the determination of such dispute by the Parties; or (2) file a suit in interpleader or institute other action in any court of competent jurisdiction for the purpose of having the respective rights and duties of Escrow and the Parties

adjudicated. The Parties shall be liable to Escrow for all costs and expenses, including reasonable attorney's fees, incurred by Escrow in connection with any dispute or legal action. The Parties agree that such fees and expenses can be deducted from the funds held in Escrow. The Parties agree to indemnify and hold Escrow harmless against liabilities, damages and costs incurred by Escrow, including reasonable attorney's fees and costs, except to the extent that such liabilities, damages and costs were caused by the gross negligence or willful misconduct of Escrow.”

FUNDING: N/A.

OPTIONS:

Option 1: **Approve Manager’s Report as recommended.**

Pro: This will allow the Board to submit the required documents by Escrow, moving closer to the closing of the transaction as desired and memorialized by the Land Exchange Agreement.

Con: The Board will be bound by the provisions of the Escrow documents as it would in any similarly situated transaction.

Option 2: **Do Not Approve Manager’s Report as recommended.**

Pro: None.

Con: The Department will not proceed with the closing with the transaction as desired or contemplated by the executed Land Exchange Agreement.

JK/crz

Attachment: Escrow General Provisions

GENERAL PROVISIONS

1. DEFINITIONS

"Contract" means the agreement (including amendments, if any) received by Escrow pertaining to this transaction. "Lender's Instructions" means instructions received by Escrow from a Lender pertaining to this transaction. "Escrow" means Title Guaranty Escrow Services, Inc., a Hawaii corporation. "Party" means each Buyer and Seller as identified in the Contract; Borrower; Lender; and, in any exchange transaction, each Principal. Unless otherwise agreed to in writing by the relevant parties, all notices and communications must be in writing and may be delivered by: U.S. Mail, courier service, hand-delivery, facsimile or other electronic transmission.

2. PRORATIONS AND ADJUSTMENTS

All prorations and/or adjustments called for in this escrow are to be made on the basis of a thirty (30) day month unless otherwise instructed in writing. Escrow is to use information contained on last available tax statement, rental statement as provided by the Seller, mortgagee's statement and policy delivered into escrow for the prorations provided for herein. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.

3. UTILITIES/POSSESSION

Transfer of utilities and possession of the premises are to be settled by the parties directly and outside escrow.

4. PREPARATION AND RECORDATION OF INSTRUMENTS

Real estate documents required for this transaction may be prepared by an attorney designated by a Party. If the Party does not designate the attorney to prepare the documents, Escrow is authorized to select the attorney to prepare the documents. The attorney is not the agent of Escrow, and the Parties are solely responsible for consulting and obtaining their own legal advice regarding all instruments in connection with this escrow.

Escrow Holder is authorized to obtain, record and deliver the necessary instruments to carry out the terms and conditions of this escrow and to order the policy of title insurance to be issued at close of escrow as called for in these instructions. Close of escrow shall mean the date instruments are recorded.

The Federal Financial Privacy Act of 1978 requires that lenders, agreement of sale collection agencies, property management firms, condominium associations, homeowner associations, and lessors be furnished with authorization which will allow them to disclose the status of accounts and to deliver to Escrow any information concerning this transaction.

5. AUTHORIZATION TO FURNISH COPIES

Escrow is authorized to furnish copies of these instructions, supplements, amendments, notices of cancellations, closing statements and applicable tax documents (only when any and all Taxpayer Identification Numbers are redacted), to the Real Estate Broker(s) and Lender(s) named in this escrow.

6. RIGHT OF CANCELLATION

Any Party instructing Escrow to cancel this escrow shall file notice of cancellation with Escrow in writing. Escrow shall, within two (2) working days thereafter, deliver, one (1) copy of such notice to each of the other Parties at the addresses stated in this escrow. UNLESS WRITTEN OBJECTION TO CANCELLATION IS FILED WITH ESCROW BY A PARTY WITHIN TEN (10) DAYS AFTER DATE OF SUCH DELIVERY, ESCROW IS AUTHORIZED TO EITHER COMPLY WITH SUCH NOTICE AND DEMAND PAYMENT OF ESCROW'S CANCELLATION CHARGES OR PROCEED UNDER THE DISPUTES PARAGRAPH 22. If written objection is filed, Escrow is authorized to hold all money and instruments in this escrow and take no further action until otherwise directed, either by the Parties' mutual written instructions, or by final order of a court of competent jurisdiction.

7. PERSONAL PROPERTY

No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

The parties to the escrow hereby acknowledge that they are indemnifying the Escrow against any and all matters relating to any "Bulk Sales" requirements, and instruct Escrow to proceed with the closing of escrow without any consideration of matter of any nature whatsoever regarding "Bulk Sales" being handled through escrow.

GENERAL PROVISIONS

(continued)

8. RIGHT OF RESIGNATION

Escrow Holder has the right to resign upon written notice delivered to the principals herein. If such right is exercised, all funds and documents shall be returned to the party who deposited them, or Escrow Holder may, in its sole discretion, require signed mutual instructions from the principals, and Escrow Holder shall have no liability hereunder.

9. DEPOSITS AND INSURANCE

To avoid delays, not less than forty-eight (48) hours prior to a scheduled disbursement, deposits need to be made by wire transfer or cashier's check drawn on a Hawaii financial institution. Escrow shall verify that all deposits have been cleared by the financial institution to which they are submitted before funds can be disbursed. Funds received in this escrow may be deposited with other escrow funds in any Federally-insured Hawaii financial institution. The Parties acknowledge that Federal law and regulations limit the amount of insurance on insured deposit accounts per depositor. For insurance coverage, see www.fdic.gov. Escrow may have other deposit accounts in the financial institution in which the funds for this escrow are deposited. The cumulative effect of other accounts of Escrow may limit the amount of insurance available for the funds deposited in this escrow. The Parties agree that Escrow has no liability in the event of failure, insolvency or inability of a financial institution to pay any funds so deposited, including earnings thereon. The sole responsibility of Escrow is to make the deposit.

10. INTEREST ON DEPOSITS

Hawaii law provides that when Escrow holds funds in escrow, any earnings on those funds shall accrue to the credit of the Buyer in the transaction unless written instructions to the contrary are given to Escrow by the Parties. To defray the costs of special handling and accounting for such earnings, an administrative fee of Fifty And No/100 Dollars (\$50.00) will be added to the normal escrow fees, to be paid by the Party to whom the earnings are paid. Because in many instances the administrative charge will exceed any accrued earnings, unless the Parties otherwise instruct Escrow in writing, the Parties will be deemed to have waived the right to receive such earnings and these Escrow Instructions constitute written instructions to Escrow not to open and hold the funds in an earnings accrual account, in which case the Fifty And No/100 Dollar (\$50.00) charge will not be applicable, and the funds may be placed in deposits in financial institutions, as permitted by Hawaii law. All earnings on the deposits will accrue and be payable to Escrow. If the Parties instruct Escrow to open an earnings accrual account, the Fifty And No/100 Dollar (\$50.00) charge will be applicable and the Party to whom the earnings accrue must supply the applicable Social Security Number or other Tax Identification number. A minimum of two (2) business days will be required prior to closing to withdraw and disburse invested funds. Further, in such event, the Party entitled to the earnings and not Escrow will be responsible for any early withdrawal penalty.

11. ESTIMATED AND FINAL CLOSING STATEMENTS

In most instances, each Party's estimated closing statement and final closing statement will differ. Copies of such statements will be furnished to the Party named therein and such Party's real estate agent. Escrow shall send the applicable closing statements to the appropriate lending institutions in compliance with governmental guidelines.

12. DELIVERY/RECEIPT

Delivery to Parties as used in these instructions unless otherwise stated herein is to be by hand in person to the Party, regular mail, email or fax to any of the contact information provided in these instructions. If delivered by regular mail receipt is determined to be seventy-two (72) hours after such mailing. All documents, balances and statements due to the undersigned may be delivered to the contact information shown herein. All notices, change of instructions, communications and documents are to be delivered in writing to the Escrow Office as set forth herein.

13. STATE/FEDERAL CODE NOTIFICATIONS

According to federal Law, the Seller, when applicable, will be required to complete a sales activity report that will be utilized to generate a 1099 statement to the Internal Revenue Service.

Escrow shall have no liability and no responsibility with respect to withholding of taxes on the disposition of real estate pursuant to Section 235-68, Hawaii Revised Statutes, as amended ("HARPTA"), advising the Parties as to the requirements of such Section, determining whether the transferor is a non-resident under such Section, or obtaining a resident affidavit or other exemption from withholding under HARPTA. If Escrow is requested to transmit HARPTA forms and/or payments to the State of Hawaii Department of Taxation, Escrow may charge a handling fee for this accommodation.

GENERAL PROVISIONS

(continued)

14. NON-RESIDENT ALIEN

The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations thereunder, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person must withhold a statutory percentage of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service (IRS) within twenty (20) days after the transfer. Escrow will not determine nor aid in the determination of whether the FIRPTA withholding provisions are applicable to the subject transaction, nor act as a Qualified Substitute under state or federal law, nor furnish tax advice to any Party to the transaction. Escrow will not determine nor aid in the determination of whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the IRS as they relate to FIRPTA, nor responsible for collecting and holding of any documentation from the buyer or seller on the buyer's behalf for the purpose of supporting a claim of an exception or exemption. Escrow is not an agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the seller in the subject transaction is a U.S. citizen or resident alien.

Escrow is not responsible for the payment of this tax and/or penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by a Policy of title insurance to be issued to the buyer or a lender. Escrow is not responsible for the completion of any IRS documents or related forms related to the referenced statute. The buyer is advised: they must independently make a determination of whether the contemplated transaction is subject to the withholding requirement; bear full responsibility for compliance with the withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction; and they are responsible for the completion of any and all forms, including but not limited to applicable IRS documentation, and the mailing of those forms. The buyer is advised any forms, documents, or information received from Escrow is not tax or legal advice and should not be construed as such nor treated as a complete representation of FIRPTA requirements. Buyer should seek outside counsel from a qualified individual to determine any and all implications of the referenced statute. If Escrow is requested to transmit FIRPTA forms and/or payments to the IRS, Escrow may charge a handling fee for this accommodation.

15. ENCUMBRANCES

Escrow is to act upon any statements furnished by a lienholder or his agent without liability or responsibility for the accuracy of such statements. Any adjustments necessary because of a discrepancy between the information furnished Escrow and any amount later determined to be correct shall be settled between the Parties direct and outside of escrow.

16. ENVIRONMENTAL ISSUES

Escrow has made no investigation concerning said property as to environmental/toxic waste issues. Any due diligence required or needed to determine environmental impact as to forms of toxification, if applicable, will be done directly and by principals outside of escrow. Escrow is released of any responsibility and/or liability in connection therewith.

17. USURY

Escrow is not to be concerned with any questions of usury in any loan or encumbrance involved in the processing of this escrow and is hereby released of any responsibility or liability therefor.

18. DISCLOSURES

Escrow's knowledge of matters affecting the property, provided such facts do not prevent compliance with these instructions, does not create any liability or duty to any Party, in addition to these instructions, including without limitation any duty to disclose such matters.

Escrow is neither responsible for, nor assumes any liability for the obligation of any Party to comply with disclosure requirements under Federal and Hawaii law, including without limitation, Haw. Rev. Stat. 508-D; 514B, Part V; 516-71; and 516D-11.

19. CLARIFICATION OF DUTIES

Escrow serves ONLY as an escrow holder in connection with these instructions and cannot give legal or financial advice to any Party hereto. Escrow is not a title abstractor or title insurer and makes no representation as to any condition of the title to property.

Escrow is not to be held accountable or liable for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person executing the same. Escrow's duties hereunder shall be limited to the proper handling of such money and the proper safekeeping of such instruments, or other documents received by Escrow, and for the disposition of same in accordance with the written instructions accepted by Escrow.

20. WRITTEN INSTRUCTIONS TO ESCROW

Escrow's sole responsibility shall be to comply with the written instructions given to Escrow by the Parties and accepted by Escrow. Any amendment to these Escrow Instructions must be in writing and accepted by Escrow. As between the Parties and Escrow, if there is any conflict between the Contract or Lender's Instructions and these Escrow Instructions, these Escrow Instructions will control except as amended in writing and accepted by Escrow.

GENERAL PROVISIONS

(continued)

21. TERMINATION OF AGENCY OBLIGATION

If there is no action taken on this escrow within six (6) months after the "time limit date" as set forth in the escrow instructions or written extension thereof, Escrow's agency obligation shall terminate at Escrow's option and all documents, monies or other items held by Escrow shall be returned to the Parties depositing same. In the event of cancellation of this escrow, whether it be at the request of any of the principals or otherwise, the fees and charges due Escrow including expenditures incurred and/or authorized shall be borne equally by the parties hereto (unless otherwise agreed to specifically).

22. DISPUTES

If any dispute arises with respect to this transaction, or any demand is received by Escrow and Escrow is unable to comply or if Escrow is uncertain as to its duties hereunder, Escrow may at its sole election and without any liability: (1) await, without taking any action, the determination of such dispute by the Parties; or (2) file a suit in interpleader or institute other action in any court of competent jurisdiction for the purpose of having the respective rights and duties of Escrow and the Parties adjudicated. The Parties shall be liable to Escrow for all costs and expenses, including reasonable attorney's fees, incurred by Escrow in connection with any dispute or legal action. The Parties agree that such fees and expenses can be deducted from the funds held in Escrow. The Parties agree to indemnify and hold Escrow harmless against liabilities, damages and costs incurred by Escrow, including reasonable attorney's fees and costs, except to the extent that such liabilities, damages and costs were caused by the gross negligence or willful misconduct of Escrow.

23. RELEASE OF MORTGAGES

If on the date of recordation, Escrow does not hold a release of mortgage, Escrow will charge a Release Processing Fee of Fifty-Five And No/100 Dollars (\$55.00). This fee will cover the follow-up and processing of any such release. The fee will be charged to the Seller.

24. SIGNATORY OF DOCUMENTS

These Escrow Instructions and other instructions, agreements, approvals or notices regarding this transaction may be signed in counterparts, and unless otherwise required in writing by a Party or by Escrow, a facsimile or electronically-transmitted signature or communication as permitted by the Uniform Electronic Transactions Act, shall be as binding and effective for all purposes as the original. Escrow shall have no duty to inquire into or have responsibility for the form, content, due execution, genuineness, validity, sufficiency or enforceability of any agreement, documents, certification, or other papers received by Escrow. The Parties acknowledge that Escrow will assume that all papers received by it have been signed by the proper person, that each such person had capacity and authority to so sign, and that such papers have been signed by the persons whose signatures purport to appear thereon.

25. ELECTRONIC DELIVERY

Escrow reserves the right to electronically deliver (e-record) original documents for recording in accordance with the Bureau of Conveyances, Title 13 Chapter 16 Hawaii Admin Rules, as revised. Paper originals of recorded documents will be destroyed after recordation.

26. FEES AND CHARGES

The Parties agree to pay all charges, including the fees of Escrow, incurred in connection with this transaction, even if the transaction does not close. The Parties further agree that all consent fees and other fees required to be paid in advance in order to process this transaction may be paid by Escrow prior to closing from funds held in escrow. Escrow is not responsible for payment of third party service vendors.

27. PROCEEDS TO TITLE HOLDERS

Escrow will issue proceeds payable to the current vested owner of record and/or Buyer/Borrower acquiring title to said transaction. Exceptions will be made for proceeds paid in connection with IRS 1031 Exchange transactions.

28. REQUESTED INFORMATION

Documents relating to this escrow, including your personal information, may be disclosed if Escrow is served with a subpoena or court order.

29. HAWAII LAW GOVERNS RIGHTS AND DUTIES OF ESCROW

Hawaii Law shall govern the rights and duties of Escrow hereunder. In the event of an action to enforce the terms hereof, each Party agrees to submit to the jurisdiction of the courts of the State of Hawaii or the United States District Court for the District of Hawaii and waives any objections to venue with respect to actions brought in such courts. The liability of all Parties shall be joint and several unless otherwise expressly stated. All duties, rights and benefits shall inure to and be binding upon the Parties and their respective heirs, personal representatives, successors and assigns.

30. LIMITED ENGLISH PROFICIENCY

Borrowers who are limited in English proficiency in need of an interpreter or assistance translating the loan documents from English to another language should contact their lender or the Settlement Agent at (808)826-5300 as soon as possible in order for arrangements to be made.

END OF ESCROW INSTRUCTIONS

DEPARTMENT OF WATER

County of Kauaʻi

"Water has no Substitute – Conserve It!"

MANAGER'S REPORT No. 27-10

September 24, 2026

Re: Discussion and Possible Action to Adopt the Proposed Amendments to Part 4, Fixing Rates for the Furnishing of Water Service in the County of Kaua'i, of the Rules and Regulations for The Department of Water, County of Kaua'i

RECOMMENDATION:

It is recommended that the Board adopt the proposed amendments to Part 4 of the Rules and Regulations for Fixing Rates for the Furnishing of Water Service in the County of Kaua'i, which include:

- A 5-year rate scenario, starting in November of 2026 through June of 2031, with annual increases to the service and use charges for the General Use and Agricultural Rate classes as follows:
 - FY 2027 (effective November 1, 2026): 25%
 - FY 2028 (effective July 1, 2027): 25%
 - FY 2029 (effective July 1, 2028): 6.5%
 - FY 2030 (effective July 1, 2029): 6.5%
 - FY 2031 (effective July 1, 2030): 6.5%
- An annual Consumer Price Index (CPI) adjustment effective July 1, 2031, and continuing in perpetuity, as determined by the U.S. Bureau of Labor Statistics Urban Hawai'i CPI all items index using the 12-month percent changes for November of the previous year.
- Additional amendments to the Rules and Regulations including changing "Blocks" to "Tiers" for General Use Rates, Agricultural Rates, and Private Fire Service Charges.

FUNDING: N/A

BACKGROUND:

In January 2026, the Board approved the Department to move forward with public feedback on Scenario 1 of the proposed rate structures (identified above). The Department performed 5 public meetings in March and April of 2026, 2 meetings for Department of Hawaiian Home Lands beneficiaries in April of 2026, 2 community/neighborhood association meetings in May and June of 2026, and 2 business association meetings in June and July of 2026. The Department received approval from the Small Business Regulatory Review Board (SBRRB) in July of 2026 to send the proposed rules to public hearing with the recommendation that the Department consider deferring or spreading out the rate increase over a 5-year period. The Board held a public hearing on September 1, 2026 for these proposed amendments to the Rules and Regulations of the Board of Water Supply, County of Kauaʻi, State of Hawaiʻi. The Board received one oral testimony. The Department went before the SBRRB on September 17, 2026 to present an update from the Board's public hearing. The Board will consider the feedback from the public hearing and the SBRRB post-public hearing meeting in evaluating the proposed amendments to Part 4, Fixing Rates for the Furnishing of Water Service in the County of Kauaʻi, of the Rules and Regulations for the Department of Water, County of Kauaʻi.

OPTIONS

Option 1: Adopt the Proposed Amendments to Part 4, Fixing Rates for the Furnishing of Water Service in the County of Kaua'i, of the Rules and Regulations for The Department of Water, County of Kaua'i.

Pro: The increased water rates within the proposed amendments will allow the Department to meet its financial goals for operating reserve, rate-funded capital contribution, capital reserve, debt service coverage, and debt as a percent of net plant assets. Additionally, the Department will be able to execute its capital improvement program (CIP) projects.

Con: The Department will need to update the rates in its billing software annually.

Option 2: Do not adopt the Proposed Amendments to Part 4, Fixing Rates for the Furnishing of Water Service in the County of Kaua'i, of the Rules and Regulations for The Department of Water, County of Kaua'i.

Pro: The Department will not need to update the rates in its billing software annually.

Con: The existing water rates will not allow the Department to meet its financial goals for operating reserve, rate-funded capital contribution, capital reserve, debt service coverage, and debt as a percent of net plant assets. Additionally, the Department will not be able to execute its CIP projects.

JK/crz

Attachment: Part 4 DOW Rules and Regulations for Fixing Rates for the Furnishing of Water Service in the County of Kauai with Proposed Amendments

**PROPOSED AMENDMENTS TO THE
DEPARTMENT OF WATER, COUNTY OF KAUA'I RULES AND
REGULATIONS**

BE IT RESOLVED BY THE BOARD OF WATER SUPPLY OF THE COUNTY OF KAUA'I,
STATE OF HAWAII:

SECTION 1. These Amendments are made pursuant to Sec. 17.03(D) of the Kaua'i
County Charter, and Chapter 91 of the Hawaii Revised Statutes.

SECTION 2. Material to be repealed, if any, is bracketed and stricken. New material is
underscored. In printing this rule amendment, the brackets and bracketed material need not be
included.

PART 4 <u>FIXING RATES FOR THE FURNISHING OF WATER SERVICE IN THE</u> <u>COUNTY OF KAUA'I</u>
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SECTION I - GENERAL USE RATES

1. **Service Charge.** For each service there shall be a charge per month imposed based on
the size of the meter, or its service capacity equivalence in the case of parallel meters, as
follows:

Meter Size	[Effective January 1 2012	Effective July 1 2012	Effective July 1 2013	Effective July 1 2014
5/8"	\$12.00	\$14.40	\$16.00	\$17.75
3/4"	16.75	20.00	22.25	24.75
1"	24.25	29.50	32.75	36.50
1-1/2"	46.00	53.00	59.00	65.50
2"	70.00	81.00	90.00	100.00
3"	132.00	146.75	163.00	181.00
4"	216.00	240.00	267.00	297.00
6"	420.00	475.00	528.00	587.00
8"	680.00	755.00	840.00	934.00]

Meter Size	<u>Effective</u> <u>1-Nov-26</u>	<u>Effective</u> <u>1-Jul-27</u>	<u>Effective</u> <u>1-Jul-28</u>	<u>Effective</u> <u>1-Jul-29</u>	<u>Effective</u> <u>1-Jul-30</u>
5/8"	<u>\$22.19</u>	<u>\$27.73</u>	<u>\$29.54</u>	<u>\$31.46</u>	<u>\$33.50</u>
3/4"	<u>30.94</u>	<u>38.67</u>	<u>41.19</u>	<u>43.86</u>	<u>46.71</u>
1"	<u>45.63</u>	<u>57.03</u>	<u>60.74</u>	<u>64.69</u>	<u>68.89</u>
1-1/2"	<u>81.88</u>	<u>102.34</u>	<u>109.00</u>	<u>116.08</u>	<u>123.63</u>
2"	<u>125.00</u>	<u>156.25</u>	<u>166.41</u>	<u>177.22</u>	<u>188.74</u>
3"	<u>226.25</u>	<u>282.81</u>	<u>301.20</u>	<u>320.77</u>	<u>341.62</u>
4"	<u>371.25</u>	<u>464.06</u>	<u>494.23</u>	<u>526.35</u>	<u>560.56</u>
6"	<u>733.75</u>	<u>917.19</u>	<u>976.80</u>	<u>1040.30</u>	<u>1107.92</u>
8"	<u>1167.50</u>	<u>1459.38</u>	<u>1554.23</u>	<u>1655.26</u>	<u>1762.85</u>

**PROPOSED AMENDMENTS TO THE
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Following the period of scheduled service charge increases:

An annual Consumer Price Index (CPI) adjustment shall be applied to each meter size starting July 1, 2031. This annual CPI adjustment percentage shall be determined based on the previous year's data and shall be taken from the U.S. Bureau of Labor Statistics (BLS), specifically the Urban Hawaii CPI all items index. The adjustment will utilize the 12-month percent changes for November of the previous year (for example, the July 1, 2031 CPI adjustment shall be based on November of 2030). The determined annual CPI adjustment percentage and the resulting revised rates shall also be published on the Department of Water's official website by June 1 of each year.

2. **Use Charge.** In addition thereto, there shall be a consumption charge imposed per 1,000 gallons as follows:

<u>[Use</u>	<u>Effective</u>	<u>Effective</u>	<u>Effective</u>	<u>Effective</u>
<u>Rate</u>	<u>January 1</u>	<u>July 1</u>	<u>July 1</u>	<u>July 1</u>
<u>Block</u>	<u>2012</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
<u>0th Block</u>	<u>\$3.20</u>	<u>\$3.40</u>	<u>\$3.60</u>	<u>\$3.80</u>
<u>1st Block</u>	<u>3.50</u>	<u>3.90</u>	<u>4.35</u>	<u>4.85</u>
<u>2nd Block</u>	<u>4.25</u>	<u>4.50</u>	<u>5.05</u>	<u>5.65</u>
<u>3rd Block</u>	<u>6.85</u>	<u>7.60</u>	<u>8.50</u>	<u>9.50</u>
<u>4th Block</u>	<u>7.20</u>	<u>8.05</u>	<u>8.95</u>	<u>10.00</u>

<u>Use Rate Tier</u>	<u>Effective</u>	<u>Effective</u>	<u>Effective</u>	<u>Effective</u>	<u>Effective</u>
	<u>1-Nov-26</u>	<u>1-Jul-27</u>	<u>1-Jul-28</u>	<u>1-Jul-29</u>	<u>1-Jul-30</u>
<u>Tier 1</u>	<u>\$4.75</u>	<u>\$5.94</u>	<u>\$6.32</u>	<u>\$6.73</u>	<u>\$7.17</u>
<u>Tier 2</u>	<u>6.06</u>	<u>7.58</u>	<u>8.07</u>	<u>8.60</u>	<u>9.15</u>
<u>Tier 3</u>	<u>7.06</u>	<u>8.83</u>	<u>9.40</u>	<u>10.01</u>	<u>10.66</u>
<u>Tier 4</u>	<u>11.88</u>	<u>14.84</u>	<u>15.81</u>	<u>16.84</u>	<u>17.93</u>
<u>Tier 5</u>	<u>12.50</u>	<u>15.63</u>	<u>16.64</u>	<u>17.72</u>	<u>18.87</u>

Following the period of scheduled use charge increases:

An annual Consumer Price Index (CPI) adjustment shall be applied to each use rate tier starting July 1, 2031. This annual CPI adjustment percentage shall be determined based on the previous year's data and shall be taken from the U.S. Bureau of Labor Statistics (BLS), specifically the Urban Hawaii CPI all items index. The adjustment will utilize the 12-month percent changes for November of the previous year (for example, the July 1, 2031 CPI adjustment shall be based on November of 2030). The determined annual CPI adjustment percentage and the resulting revised rates shall also be published on the Department of Water's official website by June 1 of each year.

The [0th], 1st, 2nd, 3rd, 4th and [4th block] 5th Tier consumption thresholds vary with the size of each meter, and shall be as follows in thousands of gallons per monthly billing:

<u>[0th</u>	<u>[1st</u>	<u>[2nd</u>	<u>[3rd</u>	<u>[4th</u>
<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>

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Meter	Block Tier 1	Block Tier 2	Block Tier 3	Block Tier 4	Block Tier 5
Size	Minimum	From-To	From-To	From-To	Over
5/8"	1	1-7	7-14	14-18	18
3/4"	2	2-29	29-57	57-65	65
1"	3	3-68	68-137	137-175	175
1-1/2"	10	10-169	169-337	337-387	387
2"	12	12-400	400-750	750-925	925
3"	50	50-600	600-1,200	1,200-1,750	1,750
4"	175	175-1,000	1,000-2,500	2,500-2,750	2,750
6"	225	225-4,000	4,000-7,500	7,500-10,000	10,000
8"	250	250-1,000	1,000-2,500	2,500-12,500	12,500

3. Wharfage Fee. Where applicable, the Department of Transportation's wharfage fee shall be charged in addition to the above use and service charges.

SECTION II - BULK RATES

Bulk rates for specified areas may be established by the Board providing the following conditions are met:

1. The area consists of existing dwellings or business establishment with bulk rates built prior to September 11, 1992.
2. The system has been offered to the Board but refused because of substandard or obsolete pipeline and fixtures.
3. The lots or parcels are under diversified ownership and not under a single or limited number of owners (three (3) and less).
4. There is a savings to the Board in maintenance and operating costs in contrast to accepting the system.
5. All bulk rates shall be renegotiated biennially and may continue upon concurrence of both parties.

SECTION III - AGRICULTURAL RATES

1. ~~[Service Charge.]~~**Service Charge**. For each agricultural service there shall be a charge per month imposed based on the size of the meter, or its service capacity equivalence in the case of parallel meters, as follows:

	[Effective	Effective	Effective	Effective
	January 1	July 1	July 1	July 1
<u>Meter Size</u>	<u>2012</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
5/8"	\$15.00	\$15.00	\$16.00	\$17.75

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3/4"	20.00	20.00	22.25	24.75
1"	30.00	30.00	32.75	36.50
1 1/2"	55.00	55.00	59.00	65.50
2"	90.00	90.00	90.00	100.00
3"	160.00	160.00	163.00	181.00
4"	260.00	260.00	267.00	297.00
6"	500.00	500.00	528.00	587.00
8"	800.00	800.00	840.00	934.00]

<u>Meter Size</u>	<u>Effective</u> <u>1-Nov-26</u>	<u>Effective</u> <u>1-Jul-27</u>	<u>Effective</u> <u>1-Jul-28</u>	<u>Effective</u> <u>1-Jul-29</u>	<u>Effective</u> <u>1-Jul-30</u>
5/8"	\$22.19	\$27.73	\$29.54	\$31.46	\$33.50
3/4"	30.94	38.67	41.19	43.86	46.71
1"	45.63	57.03	60.74	64.69	68.89
1-1/2"	81.88	102.34	109.00	116.08	123.63
2"	125.00	156.25	166.41	177.22	188.74
3"	226.25	282.81	301.20	320.77	341.62
4"	371.25	464.06	494.23	526.35	560.56
6"	733.75	917.19	976.80	1040.30	1107.92
8"	1167.50	1459.38	1554.23	1655.26	1762.85

Following the period of scheduled service charge increases:

An annual Consumer Price Index (CPI) adjustment shall be applied to each meter size starting July 1, 2031. This annual CPI adjustment percentage shall be determined based on the previous year's data and shall be taken from the U.S. Bureau of Labor Statistics (BLS), specifically the Urban Hawaii CPI all items index. The adjustment will utilize the 12-month percent changes for November of the previous year (for example, the July 1, 2031 CPI adjustment shall be based on November of 2030). The determined annual CPI adjustment percentage and the resulting revised rates shall also be published on the Department of Water's official website by June 1 of each year.

2. **Use Charge.** In addition to the agricultural service charge described in this Section III, for all water drawn, where such water is used for agriculture, stock raising, or dairy farming on a commercial basis, the following consumption charge shall be imposed for each 1,000 gallons used, as of the following effective dates:

<u>[Use</u>	<u>Effective</u>	<u>Effective</u>	<u>Effective</u>	<u>Effective</u>
<u>Rate</u>	<u>January 1</u>	<u>July 1</u>	<u>July 1</u>	<u>July 1</u>
<u>Block</u>	<u>2012</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>

1 st Block	\$1.75	\$1.90	\$2.05	\$2.20]
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<u>Use Rate Tier</u>	<u>Effective</u> <u>1-Nov-26</u>	<u>Effective</u> <u>1-Jul-27</u>	<u>Effective</u> <u>1-Jul-28</u>	<u>Effective</u> <u>1-Jul-29</u>	<u>Effective</u> <u>1-Jul-30</u>
Tier 1	\$2.75	\$3.44	\$3.66	\$3.90	\$4.15

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Following the period of scheduled use charge increases:

An annual Consumer Price Index (CPI) adjustment shall be applied to each use rate tier starting July 1, 2031. This annual CPI adjustment percentage shall be determined based on the previous year's data and shall be taken from the U.S. Bureau of Labor Statistics (BLS), specifically the Urban Hawaii CPI all items index. The adjustment will utilize the 12-month percent changes for November of the previous year (for example, the July 1, 2031 CPI adjustment shall be based on November of 2030). The determined annual CPI adjustment percentage and the resulting revised rates shall also be published on the Department of Water's official website by June 1 of each year.

3. In order to qualify for the charges and rates described in this Section III, the applicant shall file annually with the Department of Water a written application, shall furnish annually satisfactory proof, including State of Hawaii General Excise Tax License for the engagement of business in agriculture, stock raising or dairy farming on a commercial basis and shall have a DOW approved reduced pressure backflow preventer installed on the customers side of the meter with a current inspection certificate. The applicant for agricultural rates must agree to accepting service from the Department of Water on an interruptible basis; i.e., the Department retains the right to limit or restrict water flow for agricultural uses in the event of water shortage or in the event water service to domestic users is curtailed due to agricultural uses. The agricultural rates shall not apply to processing activities, such as canneries, mills, markets or other establishments engaged in the conversion, treatment or packaging of agricultural products.

SECTION IV - SHIPPING RATES

1. For each ship or vessel served, there shall be both an opening charge and a closing charge imposed as follows:
 - A. Opening and Closing Charges:
 1. Charges applicable during regular Water Department working hours: \$53.00
 2. Charges applicable during Saturdays, Sundays, State of Hawai'i holidays, and hours other than regular Water Department working hours: \$123.00
2. Additionally, for all water drawn by ships and vessels, there shall be a consumption charge imposed for each 1,000 gallons of water drawn, as follows:

Effective January 1, 2009:	\$3.70
Effective January 1, 2010:	\$4.00
3. Additionally, for all water drawn by ships and vessels, there shall be a State of Hawai'i Department of Transportation wharfage fee which is the current approved rate as per the Hawai'i Department of Transportation Approved Rate imposed for each 1,000 gallons of water drawn.

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SECTION V - PRIVATE FIRE SERVICE CHARGES

1. Types of Fire Lines: There are two types of fire lines, not located on road rights of way, that are considered private fire lines:
 - A. “Fire lines with Detector Check Assemblies” - Fire lines with detector check assemblies which are not to be used for anything other than firefighting without written permission from DOW.
 - B. “Fire lines with Full Flow Meters” - Fire lines with full flow meters allowed for dual use in order to provide normal consumption as well as fire flow. These dual use services are oversized, compared to normal service meters, in order to allow for higher than normal consumption. The oversized meter has two meters, a Full Flow Meter and a Small Meter, both of which do not accurately read low flow; the monthly service charge for the low flow offsets the inaccuracy of the meter.
2. Charges for Fire lines with Detector Check Assemblies
 - A. No Charge for Fire Consumption:

Fire lines with Detector Check Assemblies, which are used for the sole purpose of firefighting, will not be charged a consumption charge in the case of an actual fire, provided that the use for firefighting purposes is verified in writing, by the County Fire Chief, stating the time and date the firefighting started and ended.
 - B. Total Charges: Although water is not permitted to be used through Fire lines with Detector Check Assemblies for anything other than firefighting, there remains the possibility of leakage, testing, and other impermissible uses. Therefore, charges for Fire lines with Detector Check Assemblies shall equal the sum of all of the following:
 - i. Private Fire Service Inlet Line Charge, as determined in Part 4, Section V, paragraph 4 below; and
 - ii. Meter Reading Service Charge; and
 1. Meter Reading Service Charge is equal to the service charge correlated with the detector check assembly meter size as described and laid out in Part 4, Section I of DOW Rules and Regulations;
 2. The minimum use service charge imposed in Part 4, Section I of DOW Rules and Regulations shall not apply for the detector check assembly;
 3. Removal of the security tag shall result in a fine of \$2,000.
 - iii. Use Determination Charge.
 1. All consumption, including consumption for annual line testing and line leakage, will be billed for use through the: 1) Detector Check Assembly Meter; and 2) Unmetered Fire line
 - a. Unmetered Fire line:
 - i. Total unmetered fire line consumption shall be determined by taking the area ratio from the area of the detector check assembly meter cross-sectional area divided into the cross-sectional area of the inlet line, as listed in Part 4, Section V, paragraph 5

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below, multiplied by the reading obtained from the detector check assembly meter.

b. Detector Check Assembly Meter:

- i. The portion of the consumption obtained from the reading on the detector check assembly meter will be billed, according to Part 4, Section I, based on the detector check assembly meter reading from the first one thousand gallons used.
- ii. The difference of the consumption found from the Use Determination minus the detector check assembly meter reading will be billed at the ~~[Block]~~Tier Rate in Part 4, Section I, for a meter equivalent to the size of the line serving the detector check assembly for all remaining consumption without any minimum use charge.

3. Charges for Fire lines with Full Flow Meters

A. Total Charges: Charges for Fire lines with Full Flow Meters shall equal the sum of all of the following:

- i. Private Fire Service Inlet Line Charge, as determined in Part 4, Section V, paragraph 4 below; and
- ii. Full Flow Meter Charge; and
 1. Full Flow Meter Charge shall equal the service charge imposed in Part 4, Section I and shall be based on the full flow meter size.
 2. Any consumption, including consumption for the annual line testing, line leakage, or fire use, measured on the meter, will be billed at the general use rate for water as listed in Part 4, Section 1 of these rules.
 3. Removal of the security tag shall result in a fine of \$2,000.00.
- iii. Small Meter Charge.
 1. The Small Meter Charge shall equal the ~~[block]~~tier rate charge for the respective meter size, as laid out in Part 4, Section 1 of these rules.

4. Private Fire Service Inlet Line Charge: For the two types of private fire service connection allowed for the purpose of automatic fire sprinklers or other private fire protection, there shall be a Private Fire Service Inlet Charge, per month, based on the diameter of the inlet line connection as follows:

PRIVATE FIRE SERVICE INLET CHARGE

Inlet Line Diameter	Effective January 1 2012	Effective July 1 2012	Effective July 1 2013	Effective July 1 2014
2"	\$20.50	\$22.75	\$25.25	\$28.25
3"	35.50	39.50	44.00	49.00
4"	58.00	64.50	71.75	80.00
6"	121.00	134.50	149.50	166.00
8"	206.00	229.00	255.00	283.00

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5. Area Ratio Table

Line Diameter	5/8 meter to line size dia ratio	3/4 meter to line size dia ratio	1" meter to line size dia ratio	1 1/2" meter to line size dia ratio	2" meter to line size dia ratio	3" meter to line size dia ratio	4" meter to line size dia ratio
2.000	10.24	7.1	4.0	1.8			
3.000	23.04	16.0	9.0	4.0	2.3		
4.000	40.96	28.4	16.0	7.1	4.0	1.8	
6.000	92.16	64.0	36.0	16.0	9.0	4.0	2.25
8.000	163.84	113.8	64.0	28.4	16.0	7.1	4

SECTION VI - PUBLIC FIRE SERVICE CHARGES

For each fire hydrant or standpipe connected to operating pipelines of the Department of Water, there shall be a charge imposed against the County of Kauai as follows:

Type and Size	Effective January 1 2012	Effective July 1 2012	Effective July 1 2013	Effective July 1 2014
2-1/2" Standpipe	\$7.75	\$8.75	\$9.75	\$10.75
4" Hydrant	16.50	18.50	20.50	23.00
6" Hydrant	48.50	54.00	60.00	67.00

SECTION VII - OTHER CHARGES

1. **Restoration of Water Service.** If a consumer's water service is turned off for failure to pay a bill, for violation of any of the provisions of these rules and regulations, or for other reasons, all outstanding accounts against said consumer plus the charge for reopening, reinstallation or reconnection must be paid before water service be restored. Said charges shall be as established by the Department.
2. **Fire Hydrant and Other Temporary Meters.** In addition to regular meter service charge and water consumption charge, there shall be installation, removal, testing and user charges for all Fire Hydrant and other temporary meters as established by the Department.
3. **Pass Through of Private Charges.**
 - a) As used in this Paragraph 3:

"Private charge" or "private charges" means charges, fees, assessments, exactions, and all other moneys a private water company may require the Department to pay to permit the Department to purchase water from the company. The terms include

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contribution-in-aid-of-construction charges that a company may assess against the Department.

“Private water company” or “company” means any department or agency of the federal government or the State of Hawaii, any private person, trust, association, corporation, partnership, or business, and any water utility regulated by the Hawaii Public Utilities Commission.

(b) Whenever the Department purchases water from a private water company for end use by any of the Department’s consumers or prospective consumers and the company imposes private charges in excess of any similar charge or fee imposed under the Department’s administrative rules, the Department shall require a consumer or prospective consumer to pay, in addition to the Department’s charge or fee, the difference between the charge or fee imposed under the Department’s rules and the similar private charge imposed by the company. If the private charge imposed is less than the similar charge or fee imposed under the Department’s administrative rules, the consumer or prospective consumer shall not be entitled to the difference between the private charge imposed and the similar charge or fee imposed under the Department’s rules.

Whenever the Department purchases water from a private water company for end use by any of the Department’s consumers or prospective consumers and the company imposes private charges that are dissimilar to any charge or fee imposed under the Department’s administrative rules, the Department shall require a consumer or prospective consumer to pay an amount equal to the dissimilar private charge imposed by the company.”

SECTION VIII - TEMPORARY GRANTS OF WATER

1. **Purpose.** The purpose of this section is to establish standards for temporary grants of water to support the initial development of county or state public beautification projects or the initial or further development of county or state public parks and public ways.
2. **Temporary Grants of Water.** The Board of Water Supply may, in its discretion, authorize temporary grants of water to support the initial development of county or state public beautification projects or the initial or further development of county or state public parks and public ways.

Any county or state department, office, or agency wishing to receive such temporary grants of water shall apply to the Board of Water Supply for such temporary grants. The application shall explain or describe in detail the contemplated project, why a temporary grant of water from the Department is necessary, what other efforts the applicant has made to obtain water from other sources, for what specific purposes the water will be used, and how the water provided will yield public benefits. The applicant shall also certify that there were no other available sources which can be used to support the project in question.

For each application, the Board shall determine and establish a maximum time limit that water may be provided to an applicant and a quantity limit on the amount of water that may be drawn.

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The Board and the Manager and Chief Engineer may prescribe conditions under which water may be drawn so that the provision of water to the applicant does not adversely affect the Department's ability to provide water to its other users.

SECTION IX - COST OF POWER ADJUSTMENT CLAUSE

All water consumption (for general use, agriculture use and ships) shall be subject to the imposition of a Cost of Power Adjustment as part of all water consumption charges.

The Department will review the actual unit costs of power for each twelve-month period ending March 31st as part of the Department's annual budget review process. The power cost adjustment for the upcoming fiscal year will be calculated as the sum of the following two components:

- 1) the difference (plus or minus) between budgeted unit power costs for the upcoming fiscal year and the projected unit power costs, and
- 2) the difference (plus or minus) between the actual unit power costs incurred during the twelve-month period ending March 31st as previously described and the projected unit power costs.

The sum of these two components, calculated on a dollar[\$] per thousand gallons basis, will be applied to all water consumption.

Any power cost adjustments will be implemented on July 1st of each year.

SECTION X – LATE CHARGES

A late payment charge may be applied to any delinquent balance payable to the Department. The late payment charge shall be assessed at the rate of half a percent (0.5%) for each month or fraction thereof against the delinquent balance, beginning 30 days after the date of the bill.

For the purposes of this section, 'delinquent balance' includes any loan, fee, charge, or other liquidated sum which is 30 days past due to the Department, regardless of whether there is an outstanding judgment for that sum, and whether the sum has accrued through contract, subrogation, tort, operation of law, or administrative order.

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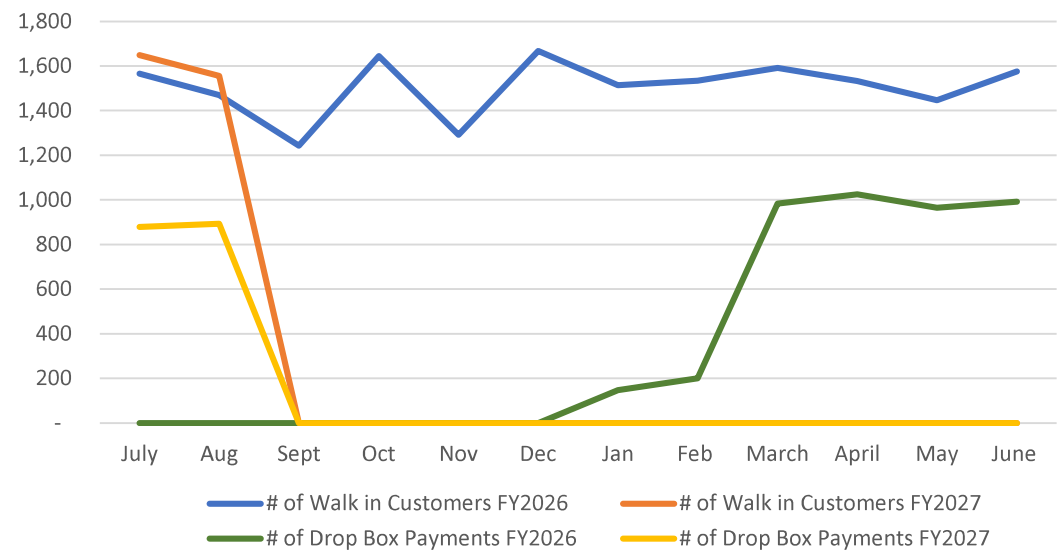
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REPORTS

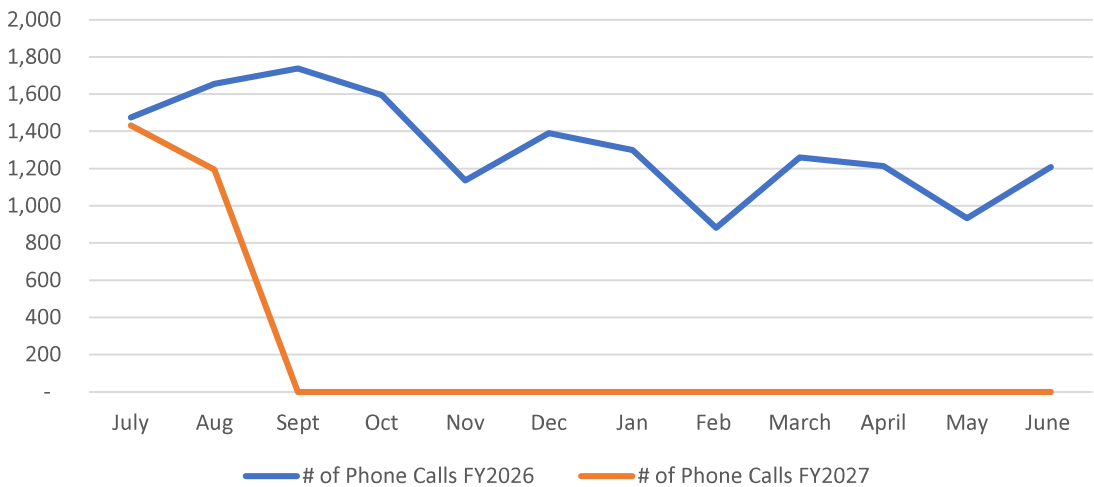


FISCAL DIVISION DASHBOARD

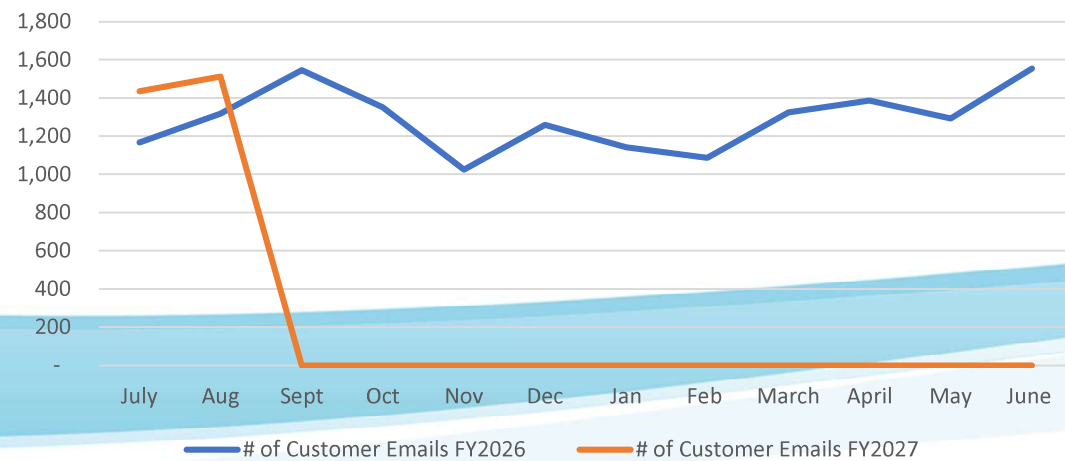
of Walk in Customers & Drop Box Payments



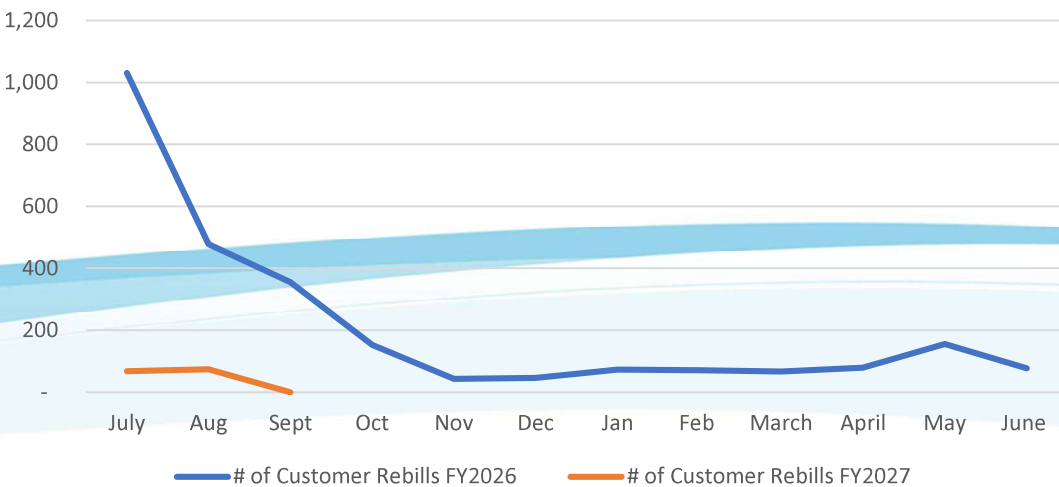
of Customer Service Calls



of Customer Emails and Correspondence



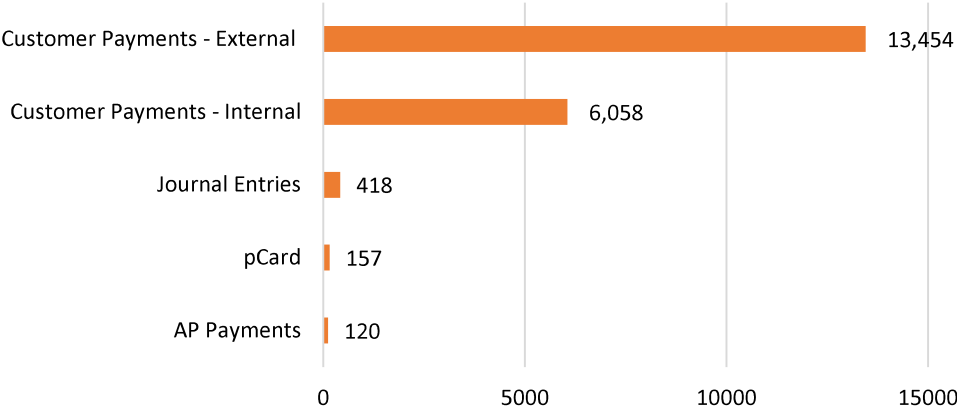
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FISCAL DIVISION DASHBOARD

Accounting Highlights

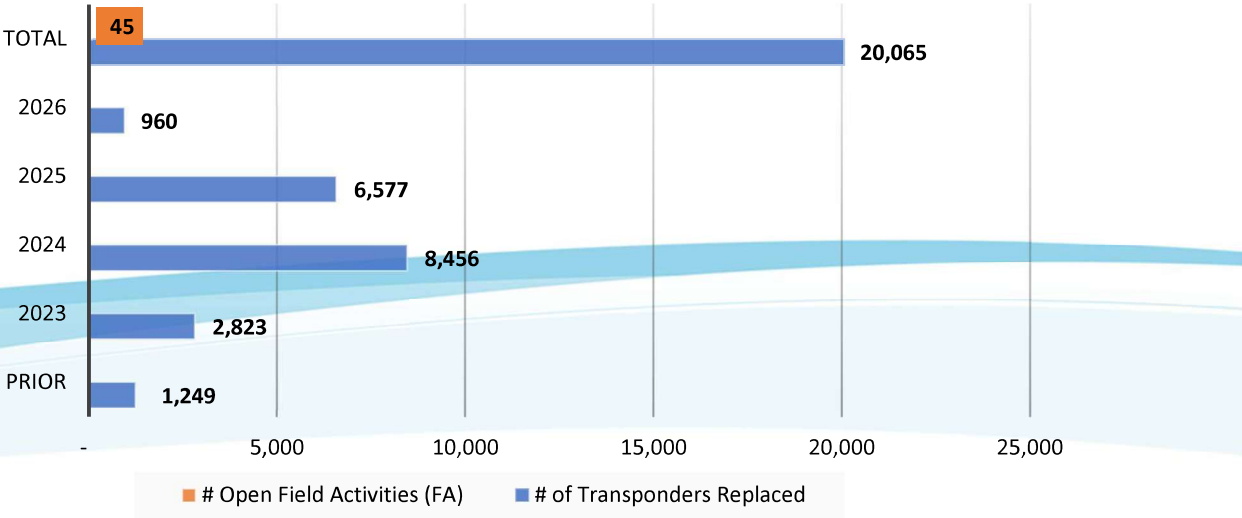


Monthly Transactional Volume processed and reconciled by the Accounting Team.

Transponder Replacement Highlights:

- 47 Transponders Replaced in August 2026.
- 87% Replaced to date.
- <1>% Failed; awaiting replacement.
- 13% Active; expected to fail soon.

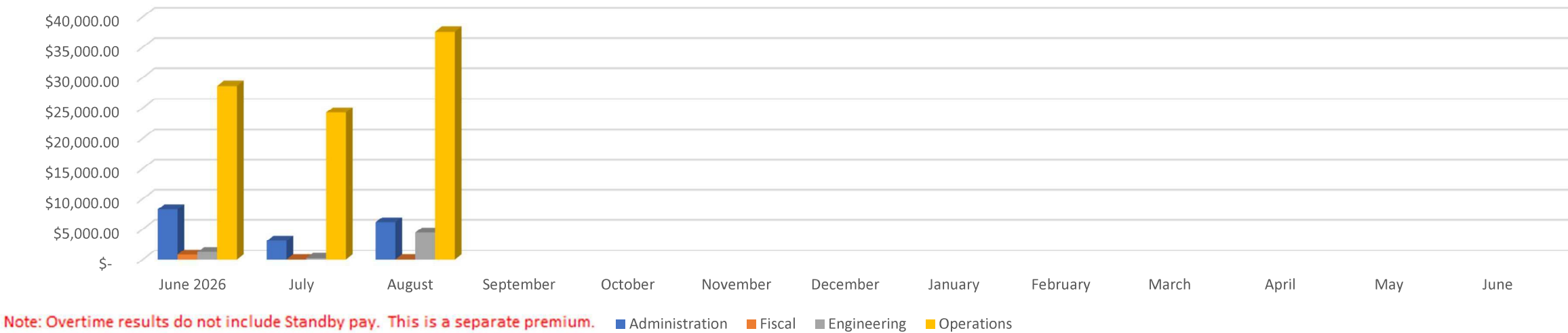
Transponder Replacement Progress (Calendar Year)



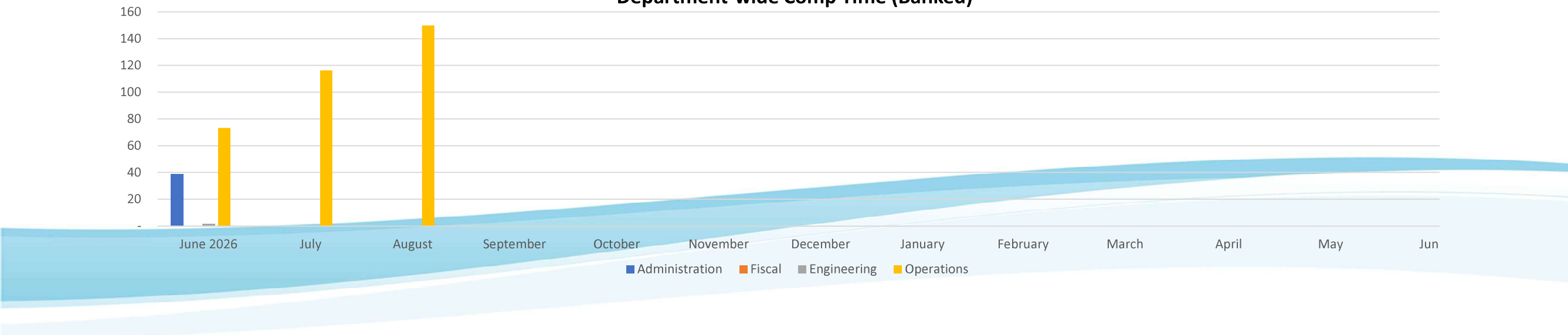


OVERTIME, COMP TIME DASHBOARD

Department-wide Overtime



Department-wide Comp Time (Banked)



Department Of Water Budget Report for August, 2026

	August 2026			Fiscal Year 2027			
	Budget	Actual	Variance	Year to Date Budget	Year to Date Actual	Variance	Variance %
Operating							
Revenue	\$ 3,270,039.00	\$ 2,982,491.63	\$ (287,547.37)	\$ 6,540,078.00	\$ 5,668,398.48	\$ (871,679.52)	(13.3.%)
Expenses							
Labor *	\$ 1,381,526.00	\$ 1,278,309.73	\$ 103,216.27	\$ 2,763,052.00	\$ 2,504,807.64	\$ 258,244.36	9.3.%
Services	1,411,513.00	540,401.67	871,111.33	2,823,026.00	740,183.56	2,082,842.44	73.8.%
Utilities & Materials	770,524.00	575,093.85	195,430.15	1,541,048.00	671,427.20	869,620.80	56.4.%
Total Operating Expenses	\$ 3,563,563.00	\$ 2,393,805.25	\$ 1,169,757.75	\$ 7,127,126.00	\$ 3,916,418.40	\$ 3,210,707.60	45.0.%
Debt Service Principal & Interest	\$ 175,309.00	\$ -	\$ 175,309.00	\$ 4,436,577.00	\$ 4,448,984.98	\$ (12,407.98)	(0.3.%)
Operating and Debt Expenses	\$ 3,738,872.00	\$ 2,393,805.25	\$ 1,345,066.75	\$ 11,563,703.00	\$ 8,365,403.38	\$ 3,198,299.62	27.7.%
Net Income (Loss)	\$ (468,833.00)	\$ 588,686.38	\$ 1,057,519.38	\$ (5,023,625.00)	\$ (2,697,004.90)	\$ 2,326,620.10	46.3.%

* Current month's labor is estimated

Capital Projects and Purchases**

	Fiscal Year Budget	August YTD 2027 Actual	Remaining Budget
Water Utility Funded Projects			
WU-IT-RandR Capital Purchases--	\$ 208,594.85	\$ -	\$ 208,594.85
WU-IT-Expansion Capital Purchases--	485,000.00	-	485,000.00
WU-Reg Comp-Admin-RandR Capital Purchases	12,200.00	-	12,200.00
WU-Eng-ALLR-17-10-KW-07 Paua Valley Tank Repair			-
WU-Eng-ALLR-Hanapepe Stream Crossing			-
WU-Eng 11-04 LO-10 Lawai 6n8inch Main Replacement	85.76	-	85.76
WU-Eng WK-08, Kapaa Homesteads 2-0.5MG Tanks	2,426,806.16	-	2,426,806.16
WU-Eng-10%R-Kilauea 1.0 MG Tank Job 02-06	1,092,000.00	-	1,092,000.00
WU -23-05 Weke, Anae, Mahimahi Hee 6-8 inch mains	2,363,311.70	-	2,363,311.70
WU-Eng-23-08 Hanapepe Town Well MCC	212,746.08	-	212,746.08
WU-Eng-Job 18-3 -Kuhio Hwy Hardy-Oxford 16IN Main	4,751,560.72	-	4,751,560.72
WU-Eng Phase I-Demo Admin Bldg/MoveConduit/ATS Lab	238,730.80	-	238,730.80
WU-Eng-56%R-Job 23-03 Kuhio Hwy Papaloa to Waikaea	45,147.00	-	45,147.00
WU-Eng-16-4-WKK-03-Kilauea Wells MCC Rehab	439,603.29	-	439,603.29
WU-23-02 WK-34, Kuamoo Rd 8" Main Replace (6,500')	99,063.00	-	99,063.00
WU-Eng-WK-08-Kapaa Homesteads 2-0.5MG Tanks	1,000,000.00	-	1,000,000.00
WU-Eng-WK-39 Kapaa Homesteads Well #4 Pump&Control	2,483,000.00	-	2,483,000.00
WU-Eng-Security Fencing Admin Bldg	92,248.11	-	92,248.11
WU-Eng-Expansion Capital Purchases	3,867.01	-	3,867.01
Job 17-10 KW-07 Paua Valley Tank Repair			-
WU-Cns-44%R-09-01 Yamada Tank Clearwell, Conn Pipe	1,066,518.37	-	1,066,518.37
WU-Const-R&R-Tank Remediation Repair			-
Job 16-02 PLH-35B Kapaia Cane Haul Rd 18" Main	2,990,220.00	-	2,990,220.00
Job 02-14 WK39 WK08 Kapaa Hmstd Well 4; Pkg A Well	163,241.24	-	163,241.24
WU-Ops-R&R-Upgrade and Replace SCADA RTU and PLC			-
WU-Ops-RandR Capital Purchases	2,287,558.38	-	2,287,558.38
WU-Ops-Expansion Capital Purchases	1,903,276.00	2,067.00	1,901,209.00
Projects with budget but no activity			-
	\$ 24,364,778.47	\$ 2,067.00	\$ 24,362,711.47

FRC Funded Projects			
FRC-Eng-ALLE--H-08 Hanalei Well 2	\$	130,000.00	\$ - \$ 130,000.00
FRC-Eng WK-08, Kapaa Homesteads 2-0.5MG Tanks		3,000,000.00	- 3,000,000.00
FRC-Eng-ALLE-12-02 WK-23 UH Expmntal Storage Tank		119,765.00	- 119,765.00
FRC Eng 04-08 WK-39 Drill Kapaa Homestead Well 4		42,082.88	- 42,082.88
FRC-Eng-90%E-Kilauea 1.0MG Tank Job 02-06		7,212.24	- 7,212.24
Job 15-08-HW-11-Haena 0.2MG Tank			-
FRC-Eng-ALLE-Wainiha Well #4		200,000.00	- 200,000.00
Projects with budget but no activity			-
	\$	3,499,060.12	\$ - \$ 3,499,060.12

Build America Bonds Funded Projects			
Eng-ALLR-09-01 K-01 Kalaheo 1111FT & 1222FT	\$	-	\$ - \$ -
Eng-ALLE-02-14 WK-08 Kapaa Homesteads Tank		5,600,000.00	- 5,600,000.00
Eng WK-39, Drill/Dev Kapaa Homesteads Well No4		2,600,000.00	- 2,600,000.00
Cns-ALLE-02-06WKK15-Kilauea 466 Tank Puu Pane		3,193.00	- 3,193.00
Eng-98%E-02-01 Land for Kukuiofono Tank Site		51,189.00	- 51,189.00
Cons-Exp-Kapaia Cane Haul Road		1,045,975.00	- 1,045,975.00
	\$	9,300,357.00	\$ - \$ 9,300,357.00

State Allotment Funded Projects			
WK-08-Kapaa Homesteads 2-0.5MG Tanks	\$	6,426,952.00	\$ 2,266,803.96 \$ 4,160,148.04
16-04, MCC Chlorination Facilities Kilauea Wells 1 & 2		2,470,311.00	540,712.08 1,929,598.92
WK-39, Kapaa Homesteads Well No. 4 Pump and Controls		5,000,000.00	- 5,000,000.00
PLH-27 Kūhiō Highway (Hardy-Oxford) 16' Main Replacement		1,081,867.02	1,081,867.02 -
	\$	14,979,130.02	\$ 3,889,383.06 \$ 11,089,746.96

State Revolving Funded Projects			
SRF-Eng Job 02-06 Kilauea 1.0 MG Tank (Puu Pane)	\$	7,751,854.00	\$ - \$ 7,751,854.00
Yamada Tank Conn Pipe		5,200,000.00	- 5,200,000.00
	\$	12,951,854.00	\$ - \$ 12,951,854.00

Total Capital Projects	\$	65,095,179.61	\$ 3,891,450.06 \$ 61,203,729.55
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Selected Divisions

	August 2026		
	Budget	Actual	Variance
Engineering	\$ 470,502.00	\$ 178,353.96	\$ 292,148.04
Fiscal	207,967.00	204,370.55	3,596.45
Operations	1,355,674.00	1,166,847.53	188,826.47
	\$ 2,034,143.00	\$ 1,549,572.04	\$ 484,570.96

Fiscal Year 2027			
Year to Date Budget	Year to Date Actual	Variance	Variance %
\$ 941,004.00	\$ 335,015.64	\$ 605,988.36	64.4.%
415,934.00	391,101.03	24,832.97	6.0.%
2,711,348.00	1,874,739.00	836,609.00	30.9.%
\$ 4,068,286.00	\$ 2,600,855.67	\$ 1,467,430.33	36.1.%



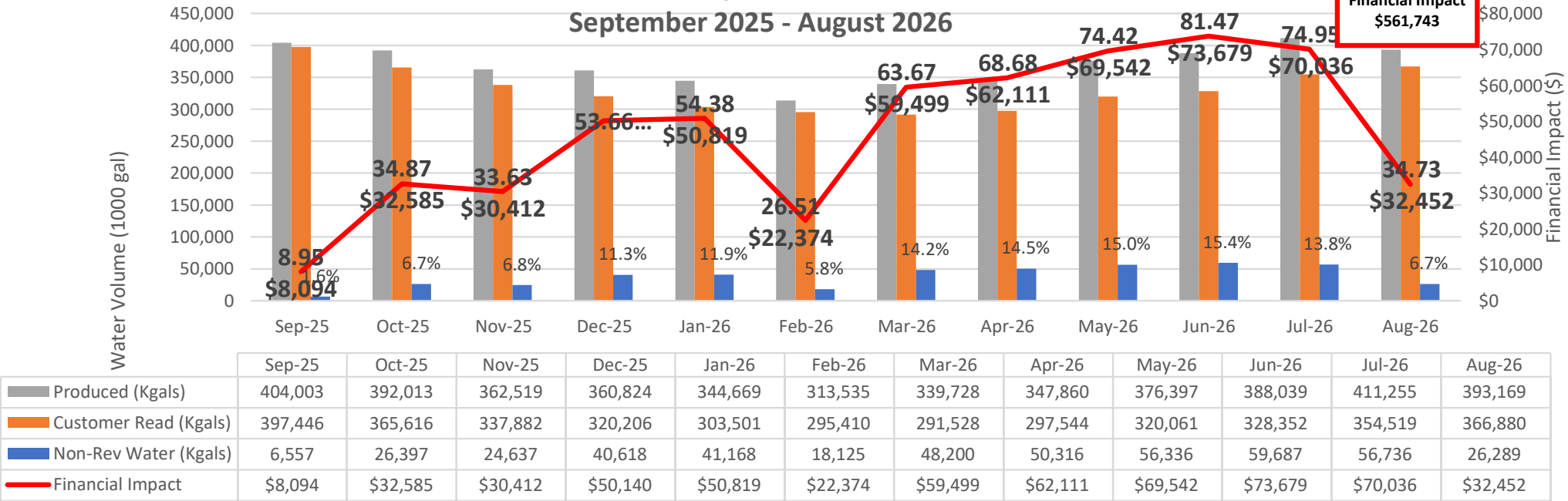
Ops Highlights:

- 1. Water Plants Supervisor hired. Auto Mechanic I promoted and re-allocation of Program Support Assistant II in progress.
- 2. Expended a little over \$17k in labor, parts, and fuel for Lala related damages.
- 3. Training conducted was for Respiratory/Fit Test, Cartegraph-Advanced Material, Workday Refresher, Cartegraph-Beginner, Cartegraph-Preventive Maintenance, Cartegraph-Reports.

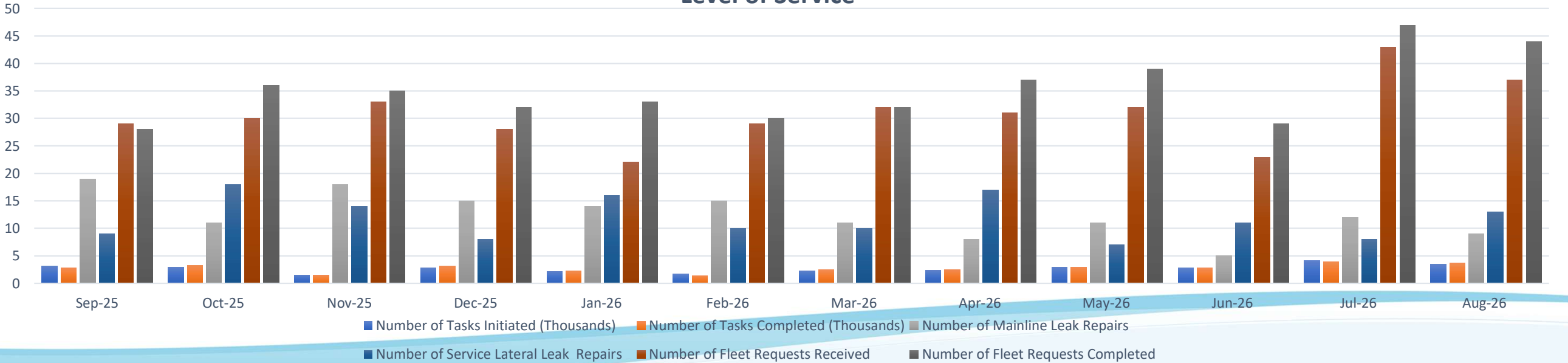
OPERATIONS DASHBOARD

Monthly Water Audit

September 2025 - August 2026



Level of Service



OPERATIONS

	Last Month		Current Month		Previous FY		Current FY	
					Year to Date		Year to Date	
STAFFING								
Budgeted Staff Vacancies	53	7	55	6	44	15	55	6
Vacancy Percentage	11.7%		9.8%		25.4%		9.8%	
FLEET MANAGEMENT								
# of Fleet Requests Received	43		37		56		80	
# of Fleet Requests Completed	47		44		66		91	
METER PROGRAM								
# of Existing Meters Replaced	2		2		2		4	
# of Existing Meters Repaired	79		68		745		147	
# of New Meters Installed	8		12		27		20	
# of New Laterals Installed	0		0		0		0	

OPERATIONS



LEVEL OF SERVICE

	Last	Current	Previous	Current
	Month	Month	FY YTD	FY YTD
# of Tasks Initiated (Thousands)	4.199	3.456	5.595	7.655
# of Tasks Completed (Thousands)	3.993	3.685	5.613	7.678
# of Mainline Leak Repairs	12	9	28	21
# of Service Lateral Leak Repairs	8	13	26	21
# of Calls for Service	205	203	384	408
# of Temporary Hydrant Meters Installed	3	2	5	5
# One Call Request Received Completed	101 94	45 49	167 163	146 143
# of Hydrant Hits	3	1	4	4

WATER AUDIT

	Last	Current Month	Previous	Current
	Month		FY YTD	FY YTD
Water Produced (Million Gallons)	411.255	393.169	911.634	804.424
Customer Meter Reading (Million Gallons)	354.519	366.880	816.734	721.399
Non-Revenue Water (Million Gallons)	56.736	26.289	94.900	83.025
Non-revenue %	14%	7%	10%	10%
Financial Impact	\$70,036.05	\$32,451.67	\$117,146.46	\$102,487.72



ENGINEERING DASHBOARD

	Last Month		Current Month		Previous FY Year to Date	
STAFFING						
Budgeted Staff Vacancies	21	4	21	4	25	4

	Last Month		Current Month	
PROJECT MANAGEMENT				
DOW Projects In Design In Construction	6	10	6	10
Private Projects Design Approved In Construction	10	163	9	162
Private Projects Construction Completed	4		0	

CIP Project Highlights:

- Kapaa Homesteads 325' Tanks – Two 0.5 MG Tanks
 - Constructing water lines
 - Working on trial shaft for foundation
 - Coordinating drain line and GOE
- Pu'u Pane 1.0 MG Tank
 - Issued NTP 7/13/26
 - Funding construction and CM via a DWSRF Loan
 - Started submittals and RFIs
- Kalāheo Water System Improvements
 - Working on change order proposal to upgrade booster pumps at 908' Tank site and Yamada Tank site
- Weke, Anae, Mahimahi and Hee Roads 6" and 8" Main Replacement
 - Most of water line on Weke Road installed
- Lawai 6" and 8" Main Replacement
 - Amending contract to continue design documents
- Kapaa Homesteads Well No. 4 Pump and Controls
 - Reviewing preliminary design plans

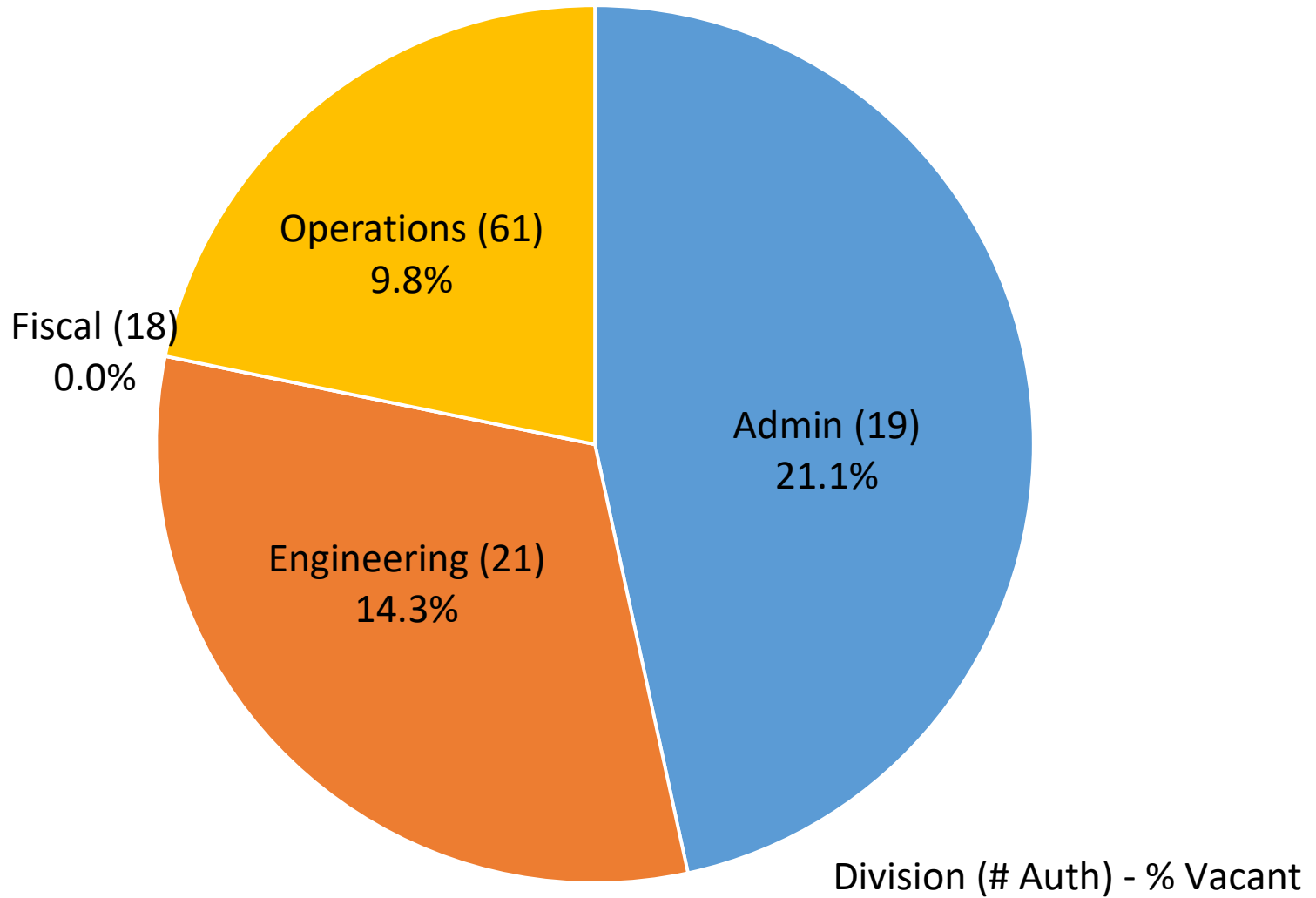
ENGINEERING DASHBOARD

	Last Month		Current Month		Previous FY Year to Date		Current FY Year to Date	
WATER RESOURCES AND PLANNING								
Number of Customer Requests Received Completed								
Subdivision Applications, Zoning, Land Use and Variance Permits	3	5	3	0	22	21	6	5
ADU/ARU Clearance Applications	9	10	7	10	24	17	16	10
Building Permits	94	109	73	92	276	241	167	201
Water Service Requests	17	30	22	19	61	60	39	49
Government Records Request	4	2	3	5	6	10	7	7
Backflow Inspection # of Devices Tested	120		78		187		198	

DOW Project Highlights:

- Water Systems Investment Plan (WSIP)
 - Across the Board Rate Increase
 - Completed public meetings
 - Completed meetings with community and business organizations
 - Completed Pre-Public Hearing Meeting with SBRRB
 - Public hearing, 9/1
 - Post-Public Hearing Meeting with SBRRB, 9/17
 - Tentative action at 9/24 Board Meeting
 - Rate Design and Cost of Service
 - Work ongoing
- Kaua'i Water Use and Development Plan (KWUDP)
 - Finalizing developing a general inventory of traditional and customary practices
 - Working on draft implementation plan
 - Updated CWRM Board on progress of conditions at 9/22/26 Board Meeting

% Vacancy Within Each Division Level



Information Technology Infrastructure and Cybersecurity Update

Date: 09/16/2026

Presenter: Brit Yates IT Supervisor

1. Enterprise Resource Planning (ERP) Initiative

- Awarded to Oracle and ready for board approval and signatures

2. Telecommunications Infrastructure Update

- Looking into Starlink for remote sites

3. Network Infrastructure Modernization

- Spectrum / Hawaiian Tel / Starlink working on AOA

4. Telecommunications System Upgrade

- Spectrum / Hawaiian Tel / Starlink working on AOA

5. Firewall and Network Security Enhancement

- Spectrum – month by month (ETA Sept 25th, 2026)

6. Physical Security Systems Upgrade

- Gathering final bids and getting updated estimates

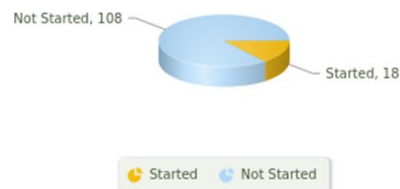
Results

Results Summary

This Training Campaign ran from 08/26/2026 to 08/26/2026 and data collected through 09/02/2026.

- Total Emails Sent: 126
- Bounced Emails: 10 (7.94%)
- Out of Office Replies Received: 0 (0%)
- Users Who Replied to Email: 0
- Users Who Started Training: 18 (14.29%)
- Users Who Completed Training: 13 (10.32%)
- Users Who Reported Email as a Potential Phish: 0

Training Started
Of Addresses that Started Training



Training Started:

Some email addresses are targeted to take training. This chart shows the total number of email addresses that have started taking training.

Training Completed
Of Addresses that Completed Training



Training Completed:

Some email addresses are targeted to take training. This chart shows the total number of email addresses that have completed training.

Load Dashboard Query



Email Protection

Jun 16 – Sep 14, 2026

Protecting your inbox from scams, malware, and phishing attempts before they reach your team.

Threat protection

Email is the top entry point for scams and ransomware, so blocking them prevents downtime and protects sensitive data.

12,177

Total threats blocked

465

Threats remediated after delivery

141

Inboxes protected*

0%

Threats blocked immediately

3

Incidents investigated

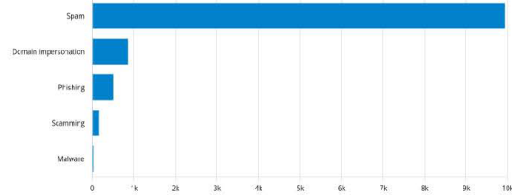
*Inboxes Protected represents the total number of email accounts being monitored. This includes individual inboxes, shared inboxes, group email lists, and any licensed accounts that may not currently have an active user. Because of this, the number is usually higher than the number of people using the system.

Threat breakdown

A breakdown of the types of email threats identified before messages arrive and those detected later through continued monitoring.

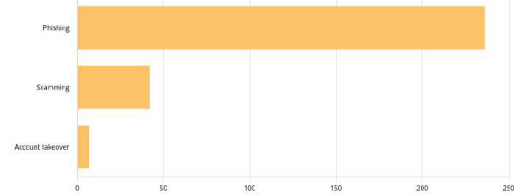
Blocked pre-delivery

Before reaching your email provider



Remediated by Integrated Email Protection

Advanced threats addressed after reaching inboxes



DEPARTMENT OF WATER

County of Kaua‘i

“Water has no substitute – Conserve It!”

MANAGER’S UPDATE

September 24, 2026

Pursuant to Board Policy No. 3

**1. FY2026 BUDGET ADJUSTMENT – ADMINISTRATION-IT DIVISION
BUDGET REAPPROPRIATION FROM NON-CAPITAL ACCOUNT TO CAPITAL
PURCHASE ACCOUNT FOR UNDBUDGETED EQUIPMENT PURCHASE**

RECOMMENDATION:

It is recommended that the Manager approve a budget transfer of \$8,325.00 for the purpose of purchasing Xerox scanner equipment.

FUNDING:

FROM:		
Account No.	10-02-10-545-000	
Acct Description	WU-IT-Adm-Rentals and Leases	<\$ 8,325.00>
Funds Available	Verified by WWC	
TO:		
Account No.	10-02-00-604-999	
Acct Description	WU-IT-Adm-Capital Outlay-R&R Misc. Capital Purchases	\$ 8,325.00

BACKGROUND:

Reappropriation of budget for non-budgeted capital purchase in FY2027.

CONVEYANCE OF WATER FACILITIES \$