



**DEPARTMENT OF WATER SUPPLY**  
 County of Maui  
 200 South High Street  
 Wailuku, HI 96793-2155  
 www.mauiwater.org

*By Water  
 All Things Find Life*

**TOTAL WATER CHARGES \$41.40**

Water Questions? Call the Department of Water Supply  
 at 808-270-7730  
 Water Trouble? Call 808-270-7633 (24 hours)  
 Office Hours: Monday thru Friday 7:45 am to 4:30 pm  
 Window Hours: Monday thru Friday 8:00 am to 4:00 pm

**ACCOUNT INFORMATION**

Account Number **2636234171**  
 Name **WENDT, EDWARD**  
 Address **WAILUA**  
 Billing Date **01/30/2015**



**DEPARTMENT OF ENVIRONMENTAL  
 MANAGEMENT,  
 WASTEWATER RECLAMATION DIVISION**  
 County of Maui  
 2200 Main Street, Suite 210  
 Wailuku, HI 96793-2155  
 www.maui-county.gov/departments/  
 EnvironmentalMgt/

**TOTAL SEWER CHARGES \$0.00**

Sewer Questions? Call the Department of Environmental  
 Management, Wastewater Reclamation Division  
 at 808-270-7420  
 Sewer Trouble? Call 808-243-7465 (24 hours)  
 Office Hours: Monday thru Friday 7:00 am to 3:30 pm

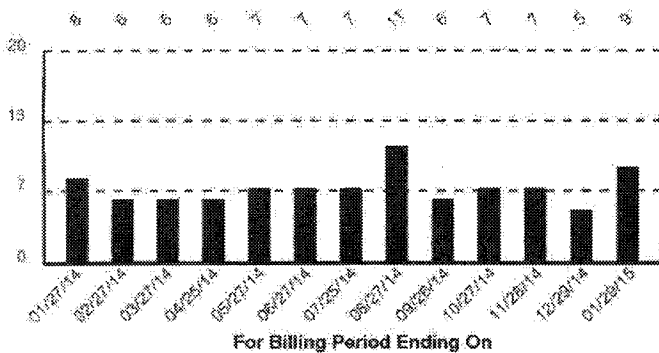
**WATER & SEWER BILLING SUMMARY** (See back for details)

Previous Balance \$27.00  
 Payments -\$27.00  
 Adjustments \$0.00  
 Corrections \$0.00  
 Current Charges \$41.40

**TOTAL AMOUNT DUE \$41.40**

**PAYMENT MUST REACH US BY 02/19/2015**

**Bill Period Usage (kgal)**



**Water Usage Profile**

DATE	THOUS. GAL.	DAYS	CURRENT CHARGES
01/29/2015	9	31	\$41.40
12/29/2014	5	31	\$27.00
11/28/2014	7	32	\$34.20
10/27/2014	7	31	\$34.20
09/28/2014	6	30	\$30.60
08/27/2014	11	33	\$48.60
07/25/2014	7	28	\$34.17
06/27/2014	7	31	\$30.70
05/27/2014	7	32	\$30.70
04/25/2014	6	29	\$27.35
03/27/2014	6	28	\$27.35
02/27/2014	6	31	\$27.35
01/27/2014	8	32	\$34.05

Indicate address changes below. Please detach and return bottom portion with your payment.

**DEPARTMENT OF WATER SUPPLY**  
 County of Maui  
 200 South High Street  
 Wailuku, HI 96793-2155



26362341710000004140

**ACCOUNT NUMBER**  
 2636234171

**PAYMENT MUST REACH US BY**  
 02/19/2015

*PAYMENT MUST REACH US BY date applies to Current Charges only. All past due amounts are due immediately*

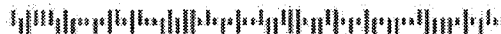
**TOTAL AMOUNT DUE**  
**\$41.40**

**AMOUNT ENCLOSED - MAUI**



THANK YOU

Make checks payable to: DEPARTMENT OF WATER SUPPLY



258 1 AT 0.406  
 WENDT, EDWARD  
 HC 1 BOX 92  
 HAIKU, HI 96708-9704

HBM06952  
 ST 1 GPR-280-T-2  
 000258

EXHIBIT "B-030"

300002636234171000000414000000000000

DATE	PAYMENTS/ADJUSTMENTS/CHARGES	AMOUNT	BALANCE
	<b>Previous Balance</b>		<b>27.00</b>
01/13/2015	Payment	-27.00	
	<b>Balance Before Current Charges</b>		<b>0.00</b>
	<b>General Use Water Charges 12/30/2014 to 01/29/2015</b>		
	Tier 1 = 5 Kgal @ \$1.90	9.50	
	Tier 2 = 4 Kgal @ \$3.60	14.40	
	Water Usage Charge (per 1000 gallons)	23.90	
	Water Meter Service Charge	17.50	
	<b>Total Water Charges</b>		<b>41.40</b>
	Meter No: 32331087 Curr Rdg: 666.000 Prev Rdg: 657.000 Cons: 9.000 thousand gals		
	<b>TOTAL AMOUNT DUE</b>		<b>\$41.40</b>
	PAYMENT MUST REACH US BY 02/19/2015		

#### PAYING YOUR BILL

1. Payment using the enclosed envelope; please allow sufficient time for your payment to reach us by the PAYMENT MUST REACH US BY date.
2. Payment by mail without payment stub or in person, to our office at 200 South High Street, 5th floor, Wailuku, HI 96793.
3. In person at Department of Water Supply Baseyards in Lahaina, Hana or Molokai, providing you pay the amount due on or before the PAYMENT MUST REACH US BY date. Include a copy of a complete bill.
4. By Automatic Bill Payment from your checking or savings account.
5. At the payment drop box, county of Maui Service Center located at the Maui Mall in Kahului.
6. There is a \$30 charge for all dishonored payments made by check, automatic or electronic payment.

#### ESTIMATED READING

We try to read your meter each billing period. However, if it is not possible to do so, we will estimate your consumption based on your recent average water usage. Please help us by keeping your meter accessible.

#### NOT PAYING YOUR BILL ON TIME

1. If payment is not received by the PAYMENT MUST REACH US BY date on your bill, the entire amount shall become past due and water service may be discontinued.
2. If your water is turned off for non-payment, you will be required to pay your bill in full plus a turn-on charge before your water can be restored.

#### MOVING/VACATING

All water and sewer charges will continue to be your responsibility until you notify us to close your account under your name.

#### DEPARTMENT OF WATER SUPPLY

Maui Office: 808-270-7730  
 Trouble Calls (24 hours): 808-270-7633  
 Tips for efficient water use: 808-244-8550  
 Molokai Office: 808-653-3531

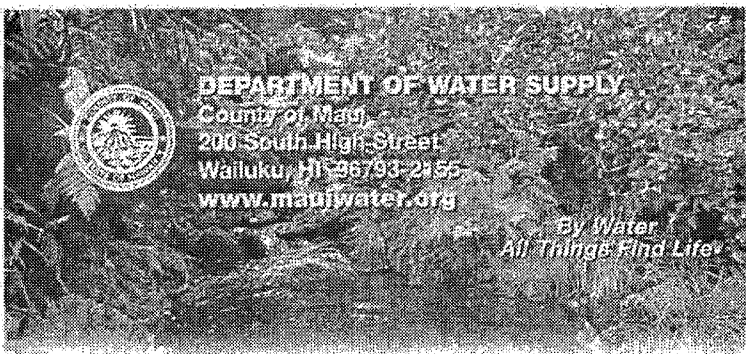
#### DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

Sewer Bill: 808-270-7420  
 Trouble Calls (24 hours): 808-243-7465

To ensure proper credit to your account, do not punch holes, staple, fold or mutilate this form. Thank you.  
 Please make sure the address appears in the envelope window.



Department of Water Supply  
 County of Maui  
 PO Box 29150  
 Honolulu, HI 96820-1550



**TOTAL WATER CHARGES \$52.20**

**TOTAL SEWER CHARGES \$0.00**

Water Questions? Call the Department of Water Supply  
 at 808-270-7730  
 Water Trouble? Call 808-270-7633 (24 hours)  
 Office Hours: Monday thru Friday 7:45 am to 4:30 pm  
 Window Hours: Monday thru Friday 8:00 am to 4:00 pm

Sewer Questions? Call the Department of Environmental  
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 at 808-270-7420  
 Sewer Trouble? Call 808-243-7465 (24 hours)  
 Office Hours: Monday thru Friday 7:00 am to 3:30 pm.

**ACCOUNT INFORMATION**

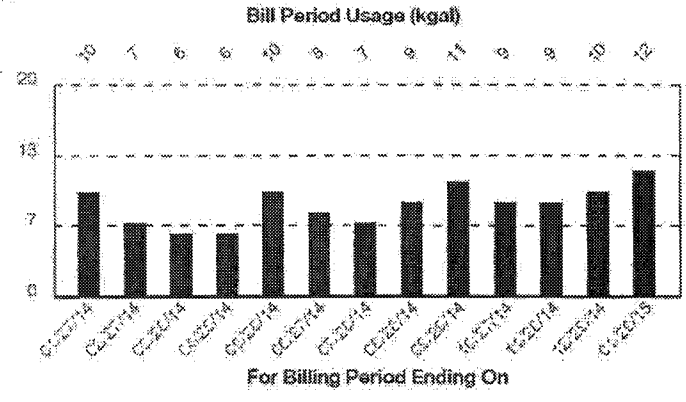
Account Number **2404693929**  
 Name **KAAUAMO, SOLOMON JR.**  
 Address **KEANAE**  
 Billing Date **01/30/2015**

**WATER & SEWER BILLING SUMMARY** (See back for details)

Previous Balance \$45.00  
 Payments -\$45.00  
 Adjustments \$0.00  
 Corrections \$0.00  
 Current Charges \$52.20

**TOTAL AMOUNT DUE \$52.20**

**PAYMENT MUST REACH US BY 02/19/2015**



**Water Usage Profile**

DATE	THOUS. GAL	DAYS	CURRENT CHARGES
01/29/2015	12	31	\$52.20
12/29/2014	10	31	\$45.00
11/28/2014	9	32	\$41.40
10/27/2014	9	28	\$41.40
09/29/2014	11	32	\$48.60
08/28/2014	9	31	\$41.40
07/28/2014	7	31	\$33.86
06/27/2014	8	30	\$34.05
05/26/2014	10	33	\$40.75
04/25/2014	6	28	\$27.35
03/28/2014	6	29	\$27.35
02/27/2014	7	31	\$30.70
01/27/2014	10	34	\$40.75

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**DEPARTMENT OF WATER SUPPLY**  
 County of Maui  
 200 South High Street  
 Wailuku, HI 96793-2155



**ACCOUNT NUMBER**  
 2404693929

**PAYMENT MUST REACH US BY**  
 02/19/2015

PAYMENT MUST REACH US BY date applies to Current Charges only. All past due amounts are due immediately.

**TOTAL AMOUNT DUE**  
**\$52.20**

**AMOUNT ENCLOSED - MAUI**

THANK YOU

Make checks payable to: DEPARTMENT OF WATER SUPPLY

254 1 AT 0.406  
 KAAUAMO, SOLOMON JR  
 HC 1 BOX 89  
 HAIKU, HI 96708-9703

HMM0652  
 ST.IGFP-276-T2  
 000254

300002404693929000000522000000000003

EXHIBIT "B-031"

<u>DATE</u>	<u>PAYMENTS/ADJUSTMENTS/CHARGES</u>	<u>AMOUNT</u>	<u>BALANCE</u>
	<b>Previous Balance</b>		<b>45.00</b>
01/09/2015	Payment	-45.00	
	<b>Balance Before Current Charges</b>		<b>0.00</b>
	<b>General Use Water Charges 12/30/2014 to 01/29/2015</b>		
	Tier 1 = 5 Kgal @ \$1.90	9.50	
	Tier 2 = 7 Kgals @ \$3.60	25.20	
	Water Usage Charge (per 1000 gallons)	34.70	
	Water Meter Service Charge	17.50	
	<b>Total Water Charges</b>		<b>52.20</b>
	Meter No: 95665761 Curr Rdg: 150,000 Prev Rdg: 138,000 Cons: 12,000 thousand gals		
	<b>TOTAL AMOUNT DUE</b>		<b>\$52.20</b>
	PAYMENT MUST REACH US BY 02/19/2015		

**PAYING YOUR BILL**

1. Payment using the enclosed envelope; please allow sufficient time for your payment to reach us by the PAYMENT MUST REACH US BY date.
2. Payment by mail without payment stub or in person, to our office at 200 South High Street, 6th floor, Wailuku, HI 96793.
3. In person at Department of Water Supply Baseyards in Lahaina, Hana or Molokai, providing you pay the amount due on or before the PAYMENT MUST REACH US BY date. Include a copy of a complete bill.
4. By Automatic Bill Payment from your checking or savings account.
5. At the payment drop box, county of Maui Service Center located at the Maui Mall in Kahului.
6. There is a \$30 charge for all dishonored payments made by check, automatic or electronic payment.

**ESTIMATED READING**

We try to read your meter each billing period. However, if it is not possible to do so, we will estimate your consumption based on your recent average water usage. Please help us by keeping your meter accessible.

**NOT PAYING YOUR BILL ON TIME**

1. If payment is not received by the PAYMENT MUST REACH US BY date on your bill, the entire amount shall become past due and water service may be discontinued.
2. If your water is turned off for non-payment, you will be required to pay your bill in full plus a turn-on charge before your water can be restored.

**MOVING/VACATING**

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**DEPARTMENT OF WATER SUPPLY**

Maui Office..... 808-270-7730  
 Trouble Calls (24 hours)..... 808-270-7633  
 Tips for efficient water use..... 808-244-6550  
 Molokai Office..... 808-553-3531

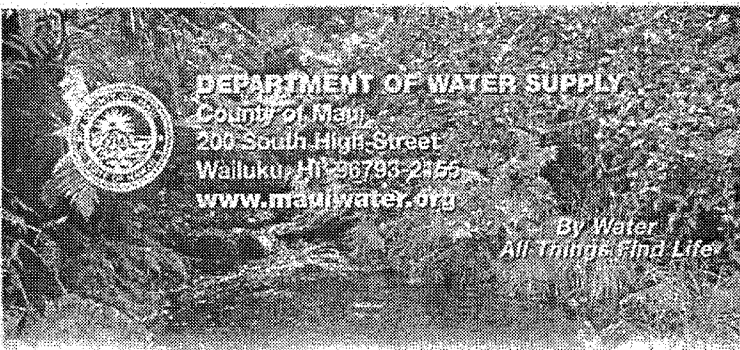
**DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

Sewer Bill..... 808-270-7420  
 Trouble Calls (24 hours)..... 808-243-7465

To ensure proper credit to your account, do not punch holes, staple, fold or mutilate this form. Thank you.  
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Department of Water Supply  
 County of Maui  
 PO Box 29150  
 Honolulu, HI 96820-1550



**TOTAL WATER CHARGES \$61.20**

**TOTAL SEWER CHARGES \$0.00**

Water Questions? Call the Department of Water Supply  
 at 808-270-7730  
 Water Trouble? Call 808-270-7633 (24 hours)  
 Office Hours: Monday thru Friday 7:45 am to 4:30 pm  
 Window Hours: Monday thru Friday 8:00 am to 4:00 pm

Sewer Questions? Call the Department of Environmental  
 Management, Wastewater Reclamation Division  
 at 808-270-7420  
 Sewer Trouble? Call 808-243-7465 (24 hours)  
 Office Hours: Monday thru Friday 7:00 am to 3:30 pm

**ACCOUNT INFORMATION**

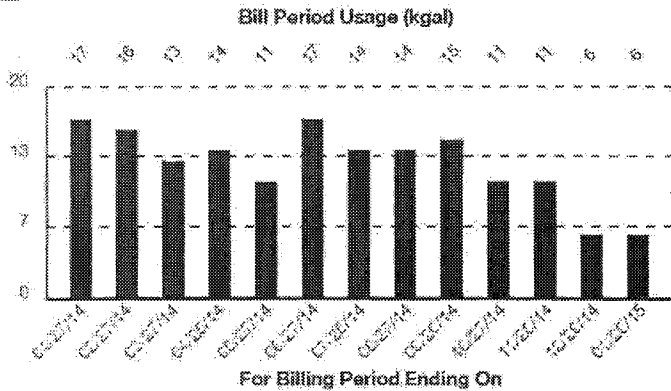
Account Number **6373378617**  
 Name **AKUNA, TERRY P.**  
 Address **WAILUA**  
 Billing Date **01/30/2015**

**WATER & SEWER BILLING SUMMARY** (See back for details)

Previous Balance \$30.60  
 Payments \$0.00  
 Adjustments \$0.00  
 Corrections \$0.00  
 Current Charges \$30.60

**TOTAL AMOUNT DUE \$61.20**

**PAYMENT MUST REACH US BY 02/19/2015**



**Water Usage Profile**

DATE	THOUS. GAL	DAYS	CURRENT CHARGES
01/29/2015	6	31	\$30.60
12/29/2014	6	31	\$30.60
11/28/2014	11	32	\$48.60
10/27/2014	11	31	\$48.60
09/26/2014	15	30	\$63.00
08/27/2014	14	33	\$59.40
07/25/2014	14	28	\$56.83
06/27/2014	17	31	\$67.40
05/27/2014	11	32	\$44.10
04/25/2014	14	29	\$54.15
03/27/2014	13	26	\$50.80
02/27/2014	16	31	\$62.45
01/27/2014	17	32	\$67.40

Indicate address changes below. Please detach and return bottom portion with your payment.

**DEPARTMENT OF WATER SUPPLY**  
 County of Maui  
 200 South High Street  
 Wailuku, HI 96793-2155



**ACCOUNT NUMBER**  
**6373378617**

**PAYMENT MUST REACH US BY**  
**02/19/2015**

*PAYMENT MUST REACH US BY date applies to Current Charges only. All past due amounts are due immediately.*

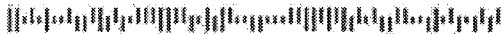
**TOTAL AMOUNT DUE**  
**\$61.20**

**AMOUNT ENCLOSED - MAUI**



THANK YOU

Make checks payable to: DEPARTMENT OF WATER SUPPLY



257 1 AT 0406  
**AKUNA, TERRY P**  
**AKUNA MEILING**  
 HC 1 BOX 84  
 HAIKU, HI 96708-9704

PHM08852  
 ET 1 GRP 879712  
 000257

EXHIBIT "B-032"

300006373378617000000612000000000006

DATE	PAYMENTS/ADJUSTMENTS/CHARGES	AMOUNT	BALANCE
	<b>Previous Balance</b>		<b>30.60</b>
	<b>Balance Before Current Charges</b>		<b>30.60</b>
	<b>General Use Water Charges 12/30/2014 to 01/29/2015</b>		
	Tier 1 = 5 Kgal @ \$1.90	9.50	
	Tier 2 = 1 Kgals @ \$3.60	3.60	
	Water Usage Charge (per 1000 gallons)	13.10	
	Water Meter Service Charge	17.50	
	<b>Total Water Charges</b>		<b>30.60</b>
	Meter No: 44551462 Curr Rdg: 366.000 Prev Rdg: 360.000 Cons: 6.000 thousand gals		
	<b>TOTAL AMOUNT DUE</b>		<b>\$61.20</b>
	PAYMENT MUST REACH US BY 02/19/2015		

**PAYING YOUR BILL**

1. Payment using the enclosed envelope; please allow sufficient time for your payment to reach us by the PAYMENT MUST REACH US BY date.
2. Payment by mail without payment stub or in person, to our office at 200 South High Street, 5th floor, Wailuku, HI 96793.
3. In person at Department of Water Supply Baseyards in Lahaina, Hana or Molokai, providing you pay the amount due on or before the PAYMENT MUST REACH US BY date. Include a copy of a complete bill.
4. By Automatic Bill Payment from your checking or savings account.
5. At the payment drop box, county of Maui Service Center located at the Maui Mall in Kahului.
6. There is a \$30 charge for all dishonored payments made by check, automatic or electronic payment.

**ESTIMATED READING**

We try to read your meter each billing period. However, if it is not possible to do so, we will estimate your consumption based on your recent average water usage. Please help us by keeping your meter accessible.

**NOT PAYING YOUR BILL ON TIME**

1. If payment is not received by the PAYMENT MUST REACH US BY date on your bill, the entire amount shall become past due and water service may be discontinued.
2. If your water is turned off for non-payment, you will be required to pay your bill in full plus a turn-on charge before your water can be restored.

**MOVING/VACATING**

All water and sewer charges will continue to be your responsibility until you notify us to close your account under your name.

**DEPARTMENT OF WATER SUPPLY**

Maui Office..... 808-270-7730  
 Trouble Calls (24 hours)..... 808-270-7633  
 Tips for efficient water use..... 808-244-8550  
 Molokai Office..... 808-553-3531

**DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

Sewer Bills..... 808-270-7420  
 Trouble Calls (24 hours)..... 808-243-7465

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Department of Water Supply  
 County of Maui  
 PO Box 29150  
 Honolulu, HI 96820-1550



<u>DATE</u>	<u>PAYMENTS/ADJUSTMENTS/CHARGES</u>	<u>AMOUNT</u>	<u>BALANCE</u>
	Previous Balance		-58.20
	<b>Balance Before Current Charges</b>		<b>-58.20</b>
	<b>General Use Water Charges 12/30/2014 to 01/29/2015</b>		
	Tier 1 = 3 Kgal @ \$1.90	5.70	
	Water Usage Charge (per 1000 gallons)	5.70	
	Water Meter Service Charge	17.50	
	<b>Total Water Charges</b>		<b>23.20</b>
	Meter No: 95611700-Curr Rdg: 642.000 Prev Rdg: 639.000 Cons: 3.000 thousand gals		
	<b>TOTAL AMOUNT DUE</b>		<b>-\$35.00</b>
	PAYMENT MUST REACH US BY 02/19/2015		

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2. Payment by mail without payment stub or in person, to our office at 200 South High Street, 5th floor, Wailuku, HI 96793.
3. In person at Department of Water Supply Basements in Lahaina, Hana or Molokai, providing you pay the amount due on or before the PAYMENT MUST REACH US BY date. Include a copy of a complete bill.
4. By Automatic Bill Payment from your checking or savings account.
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**DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

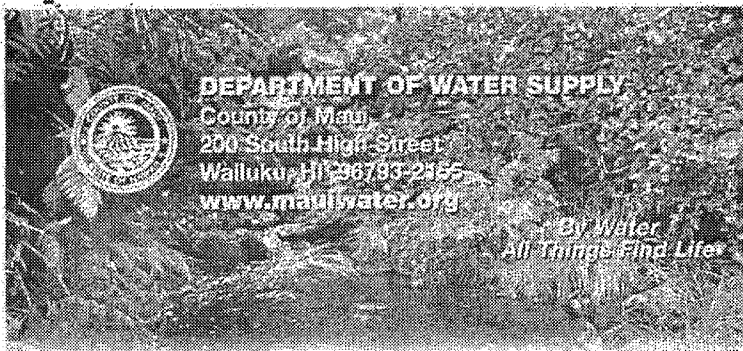
Sewer Bill..... 808-270-7420  
 Trouble Calls (24 hours)..... 808-243-7465

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Department of Water Supply  
 County of Maui  
 PO Box 29150  
 Honolulu, HI 96820-1550





**TOTAL WATER CHARGES \$19.40**

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 Office Hours: Monday thru Friday 7:45 am to 4:30 pm  
 Window Hours: Monday thru Friday 8:00 am to 4:00 pm

**TOTAL SEWER CHARGES \$0.00**

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 Sewer Trouble? Call 808-243-7465 (24 hours)  
 Office Hours: Monday thru Friday 7:00 am to 3:30 pm

**ACCOUNT INFORMATION**

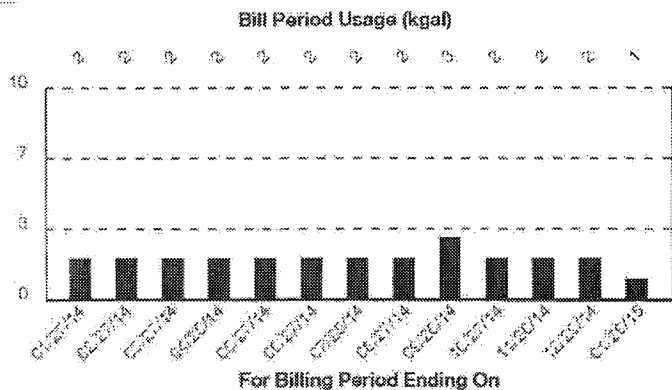
Account Number **2125746587**  
 Name **MARTIN,NORMAN JR**  
 Address **WAILUA**  
 Billing Date **01/30/2015**

**WATER & SEWER BILLING SUMMARY** (See back for details)

Previous Balance \$17.90  
 Payments -\$17.90  
 Adjustments \$0.00  
 Corrections \$0.00  
 Current Charges \$19.40

**TOTAL AMOUNT DUE \$19.40**

**PAYMENT MUST REACH US BY 02/19/2015**



**Water Usage Profile**

DATE	THOUS. GAL	DAYS	CURRENT CHARGES
01/29/2015	1	31	\$19.40
12/29/2014	2	31	\$21.30
11/28/2014	2	32	\$21.30
10/27/2014	2	31	\$21.30
09/26/2014	3	30	\$23.20
08/27/2014	2	33	\$21.30
07/26/2014	2	28	\$21.01
06/27/2014	2	31	\$18.60
05/27/2014	2	32	\$18.60
04/25/2014	2	29	\$18.60
03/27/2014	2	28	\$18.60
02/27/2014	2	31	\$18.60
01/27/2014	2	32	\$18.60

Indicate address changes below. Please detach and return bottom portion with your payment.

**DEPARTMENT OF WATER SUPPLY**  
 County of Maui  
 200 South High Street  
 Wailuku, HI 96793-2155



**ACCOUNT NUMBER**  
 2125746587

**PAYMENT MUST REACH US BY**  
 02/19/2015

PAYMENT MUST REACH US BY date applies to Current Charges only. All past due amounts are due immediately.

**TOTAL AMOUNT DUE**  
**\$19.40**

**AMOUNT ENCLOSED - MAUI**



THANK YOU

Make checks payable to DEPARTMENT OF WATER SUPPLY



443 1 AT 0406  
**MARTIN,NORMAN JR**  
**512 MAUI ST**  
**WAILUKU, HI 96793-9633**

HMA306852  
 ST.160847A-179  
 000443

300002125746587000000019400000000000002

EXHIBIT "B-034"

DATE	PAYMENTS/ADJUSTMENTS/CHARGES	AMOUNT	BALANCE
	<b>Previous Balance</b>		<b>17.90</b>
01/15/2015	Payment	-17.90	
<b>Balance Before Current Charges</b>			<b>0.00</b>
<b>General Use Water Charges 12/30/2014 to 01/29/2015</b>			
	Tier 1 = 1 Kgal @ \$1.90	1.90	
	Water Usage Charge (per 1000 gallons)	1.90	
	Water Meter Service Charge	17.50	
<b>Total Water Charges</b>			<b>19.40</b>
Meter No: 98441320 Curr Rdg: 136.000 Prev Rdg: 136.000 Cons: 0.000 thousand gals			
Meter No: 98441320 Curr Rdg: 1.000 Prev Rdg: 0.000 Cons: 1.000 thousand gals			
<b>TOTAL AMOUNT DUE</b>			<b>\$19.40</b>
PAYMENT MUST REACH US BY 02/19/2015			

#### PAYING YOUR BILL

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3. In person at Department of Water Supply Baseyards in Lahaina, Hana or Molokai, providing you pay the amount due on or before the PAYMENT MUST REACH US BY date. Include a copy of a complete bill.
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6. There is a \$30 charge for all dishonored payments made by check, automatic or electronic payment.

#### ESTIMATED READING

We try to read your meter each billing period. However, if it is not possible to do so, we will estimate your consumption based on your recent average water usage. Please help us by keeping your meter accessible.

#### NOT PAYING YOUR BILL ON TIME

1. If payment is not received by the PAYMENT MUST REACH US BY date on your bill, the entire amount shall become past due and water service may be discontinued.
2. If your water is turned off for non-payment, you will be required to pay your bill in full plus a turn-on charge before your water can be restored.

#### MOVING/VACATING

All water and sewer charges will continue to be your responsibility until you notify us to close your account under your name.

#### DEPARTMENT OF WATER SUPPLY

Maui Office: ..... 808-270-7730  
 Trouble Calls (24 hours): ..... 808-270-7823  
 Tips for efficient water use: ..... 808-244-8550  
 Molokai Office: ..... 808-553-3531

#### DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

Sewer Bill: ..... 808-270-7420  
 Trouble Calls (24 hours): ..... 808-243-7465

To ensure proper credit to your account, do not punch holes, staple, fold or mutilate this form. Thank you.  
 Please make sure the address appears in the envelope window.



Department of Water Supply  
 County of Maui  
 PO Box 29150  
 Honolulu, HI 96820-1550



**DEPARTMENT OF WATER SUPPLY**  
 County of Maui  
 200 South High Street  
 Wailuku, HI 96793-2155  
 www.mauiwater.org

*By Water  
 All Things Find Life*



**DEPARTMENT OF ENVIRONMENTAL  
 MANAGEMENT  
 WASTEWATER RECLAMATION DIVISION**  
 County of Maui  
 2200 Main Street, Suite 610  
 Wailuku, HI 96793-2155  
 www.mauicounty.gov/departments/  
 EnvironmentalMgt

**TOTAL WATER CHARGES \$36.90**

Water Questions? Call the Department of Water Supply at 808-270-7730  
 Water Trouble? Call 808-270-7633 (24 hours)  
 Office Hours: Monday thru Friday 7:45 am to 4:30 pm  
 Window Hours: Monday thru Friday 8:00 am to 4:00 pm

**TOTAL SEWER CHARGES \$0.00**

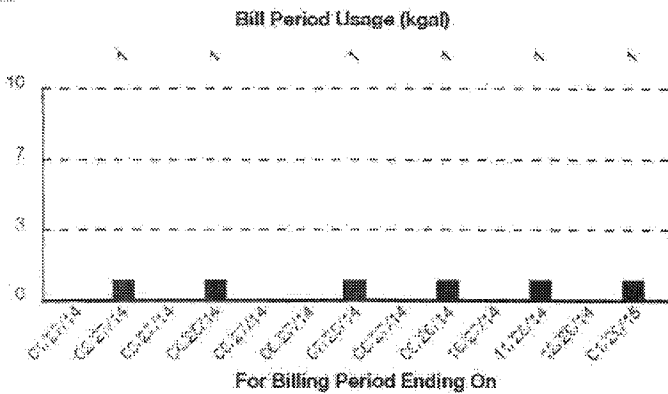
Sewer Questions? Call the Department of Environmental Management, Wastewater Reclamation Division at 808-270-7420  
 Sewer Trouble? Call 808-243-7465 (24 hours)  
 Office Hours: Monday thru Friday 7:00 am to 3:30 pm

**ACCOUNT INFORMATION**

Account Number **3990988090**  
 Name **KAAA, JAMES**  
 Premise Name **WAILUA RD/LOT 38**  
 Address **WAILUA RD/LOT 38**  
 Billing Date **01/30/2015**

**WATER & SEWER BILLING SUMMARY** (See back for details)

Previous Balance **\$17.50**  
 Payments **\$0.00**  
 Adjustments **\$0.00**  
 Corrections **\$0.00**  
 Current Charges **\$19.40**



**TOTAL AMOUNT DUE \$36.90**

**PAYMENT MUST REACH US BY 02/19/2015**

**Water Usage Profile**

DATE	THOUS. GAL	DAYS	CURRENT CHARGES
01/29/2015	1	31	\$19.40
12/29/2014	0	31	\$17.50
11/28/2014	1	32	\$19.40
10/27/2014	0	31	\$17.50
09/26/2014	1	30	\$19.40
08/27/2014	0	33	\$17.50
07/25/2014	1	28	\$19.12
06/27/2014	0	31	\$15.00
05/27/2014	0	32	\$15.00
04/25/2014	1	29	\$16.80
03/27/2014	0	28	\$15.00
02/27/2014	1	31	\$16.80
01/27/2014	0	32	\$15.00

Indicate address changes below. Please detach and return bottom portion with your payment.

**DEPARTMENT OF WATER SUPPLY**  
 County of Maui  
 200 South High Street  
 Wailuku, HI 96793-2155



**ACCOUNT NUMBER**  
 3990988090

**PAYMENT MUST REACH US BY**  
 02/19/2015

*PAYMENT MUST REACH US BY date applies to Current Charges only. All past due amounts are due immediately.*

**TOTAL AMOUNT DUE**  
**\$36.90**

**AMOUNT ENCLOSED - MAUI**



THANK YOU

Make checks payable to: DEPARTMENT OF WATER SUPPLY



435 1 AT 0.406  
 KAAA, JAMES  
 PO BOX 1585  
 WAILUKU, HI 96793-6585

HSM80662  
 ST.1699-4/0-12  
 000435

EXHIBIT "B-035"

3000039909880900000000369000000000005

<u>DATE</u>	<u>PAYMENTS/ADJUSTMENTS/CHARGES</u>	<u>AMOUNT</u>	<u>BALANCE</u>
	<b>Previous Balance</b>		<b>17.50</b>
	<b>Balance Before Current Charges</b>		<b>17.50</b>
	<b>General Use Water Charges 12/30/2014 to 01/29/2015</b>		
	Tier 1 = 1 Kgal @ \$1.90	1.90	
	Water Usage Charge (per 1000 gallons)	1.90	
	Water Meter Service Charge	17.50	
	<b>Total Water Charges</b>		<b>19.40</b>
	Meter No: 33731651 Curr Rdg: 62.000 Prev Rdg: 61.000 Cons: 1.000 thousand gals		
	<b>TOTAL AMOUNT DUE</b>		<b>\$36.90</b>
	PAYMENT MUST REACH US BY 02/19/2015		

**PAYING YOUR BILL**

1. Payment using the enclosed envelope; please allow sufficient time for your payment to reach us by the PAYMENT MUST REACH US BY date.
2. Payment by mail without payment stub or in person, to our office at 200 South High Street, 5th floor, Wailuku, HI 96793.
3. In person at Department of Water Supply Baseyards in Lahaina, Hana or Molokai, providing you pay the amount due on or before the PAYMENT MUST REACH US BY date. Include a copy of a complete bill.
4. By Automatic Bill Payment from your checking or savings account.
5. At the payment drop box, county of Maui Service Center located at the Maui Mall in Kahului.
6. There is a \$30 charge for all dishonored payments made by check, automatic or electronic payment.

**ESTIMATED READING**

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**NOT PAYING YOUR BILL ON TIME**

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**MOVING/VACATING**

All water and sewer charges will continue to be your responsibility until you notify us to close your account under your name.

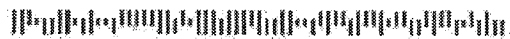
**DEPARTMENT OF WATER SUPPLY**

Maui Office. . . . . 808-270-7730  
 Trouble Calls (24 hours). . . . . 808-270-7633  
 Tips for efficient water use. . . . . 808-244-8550  
 Molokai Office. . . . . 808-553-3531

**DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

Sewer Bill. . . . . 808-270-7420  
 Trouble Calls (24 hours). . . . . 808-243-7465

To ensure proper credit to your account, do not punch holes, staple, fold or mutilate this form. Thank you.  
 Please make sure the address appears in the envelope window.



Department of Water Supply  
 County of Maui  
 PO Box 29150  
 Honolulu, HI 96820-1550



TOTAL WATER CHARGES \$34.20

Water Questions? Call the Department of Water Supply at 808-270-7730
Water Trouble? Call 808-270-7633 (24 hours)
Office Hours: Monday thru Friday 7:45 am to 4:30 pm
Window Hours: Monday thru Friday 8:00 am to 4:00 pm

TOTAL SEWER CHARGES \$0.00

Sewer Questions? Call the Department of Environmental Management, Wastewater Reclamation Division at 808-270-7420
Sewer Trouble? Call 808-243-7466 (24 hours)
Office Hours: Monday thru Friday 7:00 am to 3:30 pm

ACCOUNT INFORMATION

Account Number 3700621639
Name WENDT, CARL D
Address 18 ALANA PL
Billing Date 01/08/2015

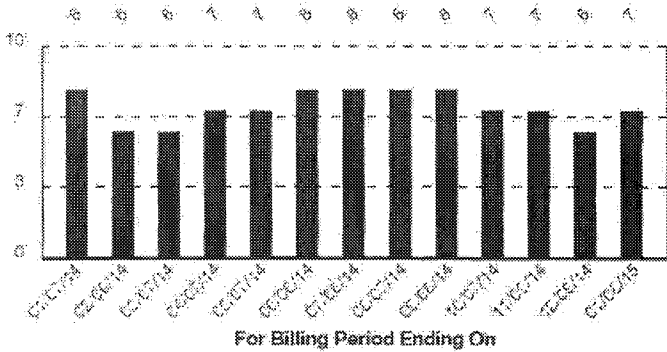
WATER & SEWER BILLING SUMMARY (See back for details)

Previous Balance \$30.60
Payments -\$30.60
Adjustments \$0.00
Corrections \$0.00
Current Charges \$34.20

TOTAL AMOUNT DUE \$34.20

PAYMENT MUST REACH US BY 01/28/2015

Bill Period Usage (kgal)



Water Usage Profile

Table with columns: DATE, THOUS. GAL, DAYS, CURRENT CHARGES. Lists usage data from 01/07/2014 to 01/08/2015.

Indicate address changes below. Please detach and return bottom portion with your payment.

DEPARTMENT OF WATER SUPPLY
County of Maui
200 South High Street
Wailuku, HI 96793-2155



ACCOUNT NUMBER
3700621639

PAYMENT MUST REACH US BY
01/28/2015

PAYMENT MUST REACH US BY date applies to Current Charges only. All past due amounts are due immediately.

TOTAL AMOUNT DUE
\$34.20

AMOUNT ENCLOSED - MAUI



THANK YOU

Make checks payable to: DEPARTMENT OF WATER SUPPLY



923 1 AY 0.361
WENDT, CARL D
18 ALANA PL
MAKAWAO, HI 96788-9002

HWM3059 18
ST.158P-963-74
000523

EXHIBIT "B-036"

30000370062163900000003420000000000003

DATE	PAYMENTS/ADJUSTMENTS/CHARGES	AMOUNT	BALANCE
	<b>Previous Balance</b>		<b>30.60</b>
12/23/2014	Payment	-30.60	
	<b>Balance Before Current Charges</b>		<b>0.00</b>
	<b>General Use Water Charges 12/10/2014 to 01/08/2015</b>		
	Tier 1 = 5 Kgal @ \$1.90	9.50	
	Tier 2 = 2 Kgals @ \$3.60	7.20	
	Water Usage Charge (per 1000 gallons)	16.70	
	Water Meter Service Charge	17.50	
	<b>Total Water Charges</b>		<b>34.20</b>
	Meter No: 96965950 Curr Rdg: 594.000 Prev Rdg: 587.000 Cons: 7.000 thousand gals		
	<b>TOTAL AMOUNT DUE</b>		<b>\$34.20</b>
	PAYMENT MUST REACH US BY 01/28/2015		

AS AN ADDED CONVENIENCE BILL PAYMENTS NOW ACCEPTED ON THE LOBBY LEVEL (2ND FLOOR) OF THE MAUI COUNTY BUILDING. WINDOW HOURS: 8:00 a.m. to 3:45 p.m. Mon-Fri except holidays.

#### PAYING YOUR BILL

1. Payment using the enclosed envelope; please allow sufficient time for your payment to reach us by the PAYMENT MUST REACH US BY date.
2. Payment by mail without payment stub or in person, to our office at 200 South High Street, 5th floor, Wailuku, HI 96793.
3. In person at Department of Water Supply Baseyards in Lahaina, Hana or Molekai, providing you pay the amount due on or before the PAYMENT MUST REACH US BY date. Include a copy of a complete bill.
4. By Automatic Bill Payment from your checking or savings account.
5. At the payment drop box, county of Maui Service Center located at the Maui Mail in Kahului.
6. There is a \$30 charge for all dishonored payments made by check, automatic or electronic payment.

#### ESTIMATED READING

We try to read your meter each billing period. However, if it is not possible to do so, we will estimate your consumption based on your recent average water usage. Please help us by keeping your meter accessible.

#### NOT PAYING YOUR BILL ON TIME

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2. If your water is turned off for non-payment, you will be required to pay your bill in full plus a turn-on charge before your water can be restored.

#### MOVING/VACATING

All water and sewer charges will continue to be your responsibility until you notify us to close your account under your name.

#### DEPARTMENT OF WATER SUPPLY

Maui Office . . . . . 808-270-7730  
 Trouble Calls (24 hours) . . . . . 808-270-7633  
 Tips for efficient water use . . . . . 808-244-8550  
 Molekai Office . . . . . 808-553-3531

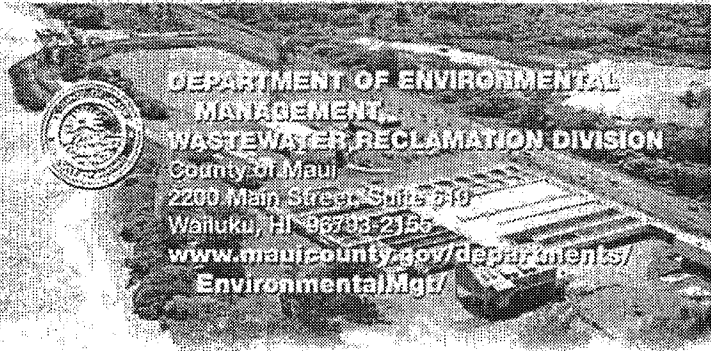
#### DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

Sewer Bill . . . . . 808-270-7420  
 Trouble Calls (24 hours) . . . . . 808-243-7465

To ensure proper credit to your account, do not punch holes, staple, fold or mutilate this form. Thank you.  
 Please make sure the address appears in the envelope window.



Department of Water Supply  
 County of Maui  
 PO Box 29150  
 Honolulu, HI 96820-1550



**TOTAL WATER CHARGES \$23.20**

Water Questions? Call the Department of Water Supply at 808-270-7730  
 Water Trouble? Call 808-270-7633 (24 hours)  
 Office Hours: Monday thru Friday 7:45 am to 4:30 pm  
 Window Hours: Monday thru Friday 8:00 am to 4:00 pm

**TOTAL SEWER CHARGES \$0.00**

Sewer Questions? Call the Department of Environmental Management, Wastewater Reclamation Division at 808-270-7420  
 Sewer Trouble? Call 808-243-7465 (24 hours)  
 Office Hours: Monday thru Friday 7:00 am to 3:30 pm

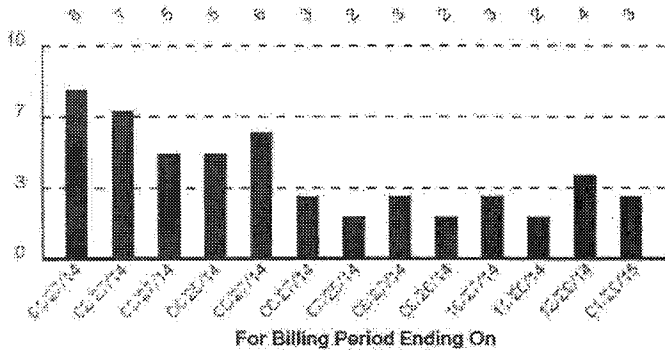
**ACCOUNT INFORMATION**

Account Number **4429347920**  
 Name **BARCLAY, CHARLES**  
 Address **WAILUA**  
 Billing Date **01/30/2015**

**WATER & SEWER BILLING SUMMARY (See back for details)**

Previous Balance \$25.10  
 Payments -\$25.10  
 Adjustments \$0.00  
 Corrections \$0.00  
 Current Charges \$23.20

**Bill Period Usage (kgal)**



**TOTAL AMOUNT DUE \$23.20**

**PAYMENT MUST REACH US BY 02/19/2015**

**Water Usage Profile**

DATE	THOUS. GAL	DAYS	CURRENT CHARGES
01/29/2015	.3	31	\$23.20
12/29/2014	.4	31	\$25.10
11/28/2014	.2	32	\$21.30
10/27/2014	.3	31	\$23.20
09/26/2014	.2	30	\$21.30
08/27/2014	.3	33	\$23.20
07/25/2014	.2	28	\$21.01
06/27/2014	.3	31	\$20.40
05/27/2014	.6	32	\$27.35
04/25/2014	.5	29	\$24.00
03/27/2014	.5	28	\$24.00
02/27/2014	.7	31	\$30.70
01/27/2014	.8	32	\$34.05

Indicate address changes below. Please detach and return bottom portion with your payment.

**DEPARTMENT OF WATER SUPPLY**

County of Maui  
 200 South High Street  
 Wailuku, HI 96793-2155



**ACCOUNT NUMBER**

4429347920

**PAYMENT MUST REACH US BY**

02/19/2015

PAYMENT MUST REACH US BY date applies to Current Charges only. All past due amounts are due immediately.

**TOTAL AMOUNT DUE**

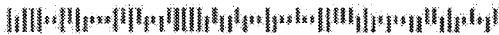
\$23.20

**AMOUNT ENCLOSED - MAUI**



THANK YOU

Make checks payable to DEPARTMENT OF WATER SUPPLY



405 1 AT 6.405  
**BARCLAY, CHARLES**  
**LEONORA BARCLAY**  
 PO BOX 58  
 WAILUKU, HI 96793-0058

H81696952  
 ST 1084-432-112  
 000405

300004429347920000000232000000000000

EXHIBIT "B-037"

DATE	PAYMENTS/ADJUSTMENTS/CHARGES	AMOUNT	BALANCE
	<b>Previous Balance</b>		<b>25.10</b>
01/12/2015	Payment	-25.10	
<b>Balance Before Current Charges</b>			<b>0.00</b>
<b>General Use Water Charges 12/30/2014 to 01/29/2015</b>			
	Tier 1 = 3 Kgal @ \$1.90	5.70	
	Water Usage Charge (per 1000 gallons)	5.70	
	Water Meter Service Charge	17.50	
<b>Total Water Charges</b>			<b>23.20</b>
Meter No: 95665595 Curr Rdg: 829.000 Prev Rdg: 826.000 Cons: 3.000 thousand gals			
<b>TOTAL AMOUNT DUE</b>			<b>\$23.20</b>
PAYMENT MUST REACH US BY 02/19/2015			

**PAYING YOUR BILL**

1. Payment using the enclosed envelope; please allow sufficient time for your payment to reach us by the PAYMENT MUST REACH US BY date.
2. Payment by mail without payment stub or in person, to our office at 200 South High Street, 5th floor, Wailuku, HI 96793.
3. In person at Department of Water Supply Baseyards in Lahaina, Hana or Moikakai, providing you pay the amount due on or before the PAYMENT MUST REACH US BY date. Include a copy of a complete bill.
4. By Automatic Bill Payment from your checking or savings account.
5. At the payment drop box, county of Maui Service Center located at the Maui Mall in Kahului.
6. There is a \$30 charge for all dishonored payments made by check, automatic or electronic payment.

**ESTIMATED READING**

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**NOT PAYING YOUR BILL ON TIME**

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**MOVING/VACATING**

All water and sewer charges will continue to be your responsibility until you notify us to close your account under your name.

**DEPARTMENT OF WATER SUPPLY**

Maui Office.....	808-270-7730
Trouble Calls (24 hours).....	808-270-7633
Tips for efficient water use.....	808-244-8550
Moikakai Office.....	808-553-3531

**DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

Sewer Bill.....	808-270-7420
Trouble Calls (24 hours).....	808-243-7469

To ensure proper credit to your account, do not punch holes, staple, fold or mutilate this form. Thank you.  
Please make sure the address appears in the envelope window.



Department of Water Supply  
County of Maui  
PO Box 29150  
Honolulu, HI 96820-1550





**TOTAL WATER CHARGES \$19.75**

Water Questions? Call the Department of Water Supply at 808-270-7730  
 Water Trouble? Call 808-270-7633 (24 hours)  
 Office Hours: Monday thru Friday 7:45 am to 4:30 pm  
 Window Hours: Monday thru Friday 8:00 am to 4:00 pm

**TOTAL SEWER CHARGES \$0.00**

Sewer Questions? Call the Department of Environmental Management, Wastewater Reclamation Division at 808-270-7420  
 Sewer Trouble? Call 808-243-7465 (24 hours)  
 Office Hours: Monday thru Friday 7:00 am to 3:30 pm

**ACCOUNT INFORMATION**

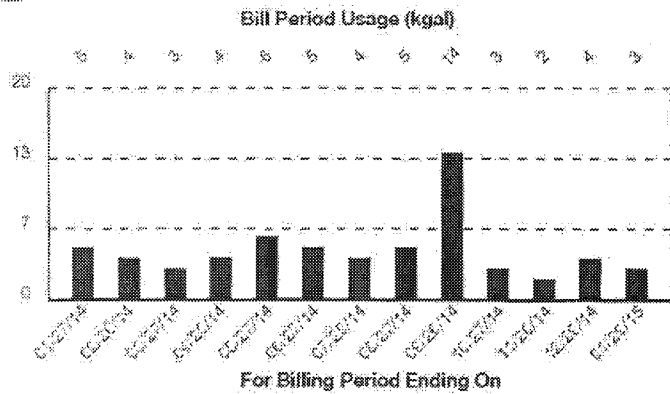
Account Number **0343216350**  
 Name **SMITH,EARL D SR**  
 Premise Name **KAUPO**  
 Address **KAUPO**  
 Billing Date **01/30/2015**

**WATER & SEWER BILLING SUMMARY** (See back for details)

Previous Balance \$20.50  
 Payments -\$20.50  
 Adjustments \$0.00  
 Corrections \$0.00  
 Current Charges \$19.75

**TOTAL AMOUNT DUE \$19.75**

**PAYMENT MUST REACH US BY 02/19/2015**



**Water Usage Profile**

DATE	THOUS. GAL	DAYS	CURRENT CHARGES
01/29/2015	3	31	\$19.75
10/29/2014	4	31	\$20.50
11/28/2014	2	32	\$19.00
10/27/2014	3	31	\$19.75
09/26/2014	14	30	\$28.00
08/27/2014	5	33	\$21.25
07/25/2014	4	28	\$20.39
06/27/2014	5	31	\$20.75
05/27/2014	6	32	\$21.90
04/25/2014	4	29	\$19.60
03/27/2014	3	29	\$18.45
02/26/2014	4	30	\$19.60
01/27/2014	5	33	\$20.75

Indicate address changes below. Please detach and return bottom portion with your payment.

**DEPARTMENT OF WATER SUPPLY**  
 County of Maui  
 200 South High Street  
 Wailuku, HI 96793-2155



**ACCOUNT NUMBER**  
 0343216350

**PAYMENT MUST REACH US BY**  
 02/19/2015

PAYMENT MUST REACH US BY date applies to Current Charges only. All past due amounts are due immediately.

**TOTAL AMOUNT DUE**  
**\$19.75**

**AMOUNT ENCLOSED - MAUI**



THANK YOU

Makes checks payable to: DEPARTMENT OF WATER SUPPLY

1/3

M



99 1 AV 0361  
 SMITH,EARL D SR  
 PO BOX 276  
 HANA, HI 96713-0276

H8269669  
 ST 108P-107-T3  
 000099

300000343216350000000197500000000000

EXHIBIT "B-038"

DATE	PAYMENTS/ADJUSTMENTS/CHARGES	AMOUNT	BALANCE
	<b>Previous Balance</b>		<b>20.50</b>
01/27/2015	Payment	-20.50	
	<b>Balance Before Current Charges</b>		<b>0.00</b>
	<b>Non-Potable Water Charges 12/30/2014 to 01/29/2015</b>		
	Water Charge = 3 Kgal @ \$0.75	2.25	
	Water Meter Service Charge	17.50	
	<b>Total Water Charges</b>		<b>19.75</b>
	Meter No: 95665780 Curr Rdg: 76.000 Prev Rdg: 73.000 Cons: 3.000 thousand gals		
	<b>TOTAL AMOUNT DUE</b>		<b>\$19.75</b>
	PAYMENT MUST REACH US BY 02/19/2015		

**PAYING YOUR BILL**

1. Payment using the enclosed envelope; please allow sufficient time for your payment to reach us by the PAYMENT MUST REACH US BY date.
2. Payment by mail without payment stub or in person, to our office at 200 South High Street, 5th floor, Wailuku, HI 96793.
3. In person at Department of Water Supply Basements in Lahaina, Hana or Molokai, providing you pay the amount due on or before the PAYMENT MUST REACH US BY date. Include a copy of a complete bill.
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**MOVING/VACATING**

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**DEPARTMENT OF WATER SUPPLY**

Maui Office	808-270-7730
Trouble Calls (24 hours)	808-270-7653
Tips for efficient water use	808-244-6550
Molokai Office	808-553-3531

**DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

Sewer Bill	808-270-7420
Trouble Calls (24 hours)	808-243-7466

To ensure proper credit to your account, do not punch holes, staple, fold or mutilate this form. Thank you.  
Please make sure the address appears in the envelope window.



Department of Water Supply  
County of Maui  
PO Box 29150  
Honolulu, HI 96820-1550

EXHIBIT " B-039 "



**DEPARTMENT OF WATER SUPPLY**  
 County of Maui  
 200 South High Street  
 Wailuku, HI 96793-2155  
 www.mauiwater.org

*By Water  
 All Things Find Life*



**DEPARTMENT OF ENVIRONMENTAL  
 MANAGEMENT,  
 WASTEWATER RECLAMATION DIVISION**  
 County of Maui  
 2200 Main Street, Suite 610  
 Wailuku, HI 96793-2155  
 www.mauicounty.gov/departments/  
 EnvironmentalMgt/

**TOTAL WATER CHARGES \$19.40**

Water Questions? Call the Department of Water Supply at 808-270-7730  
 Water Trouble? Call 808-270-7633 (24 hours)  
 Office Hours: Monday thru Friday 7:45 am to 4:30 pm  
 Window Hours: Monday thru Friday 8:00 am to 4:00 pm

**TOTAL SEWER CHARGES \$0.00**

Sewer Questions? Call the Department of Environmental Management, Wastewater Reclamation Division at 808-270-7420  
 Sewer Trouble? Call 808-243-7465 (24 hours)  
 Office Hours: Monday thru Friday 7:00 am to 3:30 pm

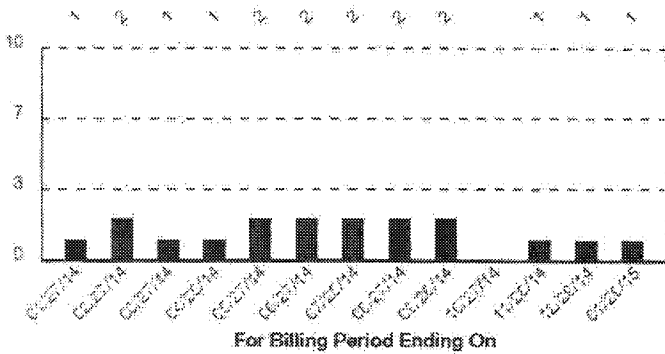
**ACCOUNT INFORMATION**

Account Number **1071835292**  
 Name **SMITH, EARL D. SR**  
 Premise Name **4325 HANA HWY (1/2 MTRS)**  
 Address **4325 HANA HWY (1/2 MTRS)**  
 Billing Date **01/30/2015**

**WATER & SEWER BILLING SUMMARY** (See back for details)

Previous Balance \$19.40  
 Payments -\$19.40  
 Adjustments \$0.00  
 Corrections \$0.00  
 Current Charges \$19.40

**Bill Period Usage (kgal)**



**TOTAL AMOUNT DUE \$19.40**

**PAYMENT MUST REACH US BY 02/19/2015**

**Water Usage Profile**

DATE	THOUS. GAL	DAYS	CURRENT CHARGES
01/29/2015	1	31	\$19.40
12/29/2014	1	31	\$19.40
11/28/2014	1	32	\$19.40
10/27/2014	0	31	\$17.50
09/26/2014	2	30	\$21.30
08/27/2014	2	33	\$21.30
07/25/2014	2	28	\$21.01
06/27/2014	2	31	\$18.60
05/27/2014	2	32	\$18.60
04/26/2014	1	29	\$16.80
03/27/2014	1	28	\$16.80
02/27/2014	2	31	\$18.60
01/27/2014	1	33	\$16.80

Indicate address changes below. Please detach and return bottom portion with your payment.

**DEPARTMENT OF WATER SUPPLY**  
 County of Maui  
 200 South High Street  
 Wailuku, HI 96793-2155



1071835292000001940

**ACCOUNT NUMBER**  
 1071835292

**PAYMENT MUST REACH US BY**  
 02/19/2015

*PAYMENT MUST REACH US BY date applies to Current Charges only. All past due amounts are due immediately.*

**TOTAL AMOUNT DUE**  
**\$19.40**

**AMOUNT ENCLOSED - MAUI**



THANK YOU

Make checks payable to: DEPARTMENT OF WATER SUPPLY



09 1 AV 0.381  
 SMITH, EARL D. SR  
 PO BOX 276  
 HANA, HI 96713-0276

168888652  
 5871080-108-01  
 000099

**EXHIBIT "B-039"**

300001071835292000000194000000000000000

DATE	PAYMENTS/ADJUSTMENTS/CHARGES	AMOUNT	BALANCE
	<b>Previous Balance</b>		<b>19.40</b>
01/27/2015	Payment	-19.40	
	<b>Balance Before Current Charges</b>		<b>0.00</b>
	<b>General Use Water Charges 12/30/2014 to 01/29/2015</b>		
	Tier 1 = 1 Kgal @ \$1.90	1.90	
	Water Usage Charge (per 1000 gallons)	1.90	
	Water Meter Service Charge	17.50	
	<b>Total Water Charges</b>		<b>19.40</b>
	Meter No: 96949637 Curr Rdg: 183.000 Prev Rdg: 182.000 Cons: 1.000 thousand gals		
	<b>TOTAL AMOUNT DUE</b>		<b>\$19.40</b>
	PAYMENT MUST REACH US BY 02/19/2015		

**PAYING YOUR BILL**

1. Payment using the enclosed envelope; please allow sufficient time for your payment to reach us by the **PAYMENT MUST REACH US BY** date.
2. Payment by mail without payment stub or in person, to our office at 200 South High Street, 5th floor, Wailuku, HI 96793.
3. In person at Department of Water Supply Baseyards in Lahaina, Hana or Molokai, providing you pay the amount due on or before the **PAYMENT MUST REACH US BY** date. Include a copy of a complete bill.
4. By Automatic Bill Payment from your checking or savings account.
5. At the payment drop box, county of Maui Service Center located at the Maui Mall in Kahului.
6. There is a \$30 charge for all dishonored payments made by check, automatic or electronic payment.

**ESTIMATED READING**

We try to read your meter each billing period. However, if it is not possible to do so, we will estimate your consumption based on your recent average water usage. Please help us by keeping your meter accessible.

**NOT PAYING YOUR BILL ON TIME**

1. If payment is not received by the **PAYMENT MUST REACH US BY** date on your bill, the entire amount shall become past due and water service may be discontinued.
2. If your water is turned off for non-payment, you will be required to pay your bill in full plus a turn-on charge before your water can be restored.

**MOVING/VACATING**

All water and sewer charges will continue to be your responsibility until you notify us to close your account under your name.

**DEPARTMENT OF WATER SUPPLY**

Maui Office..... 808-270-7730  
 Trouble Calls (24 hours)..... 808-270-7633  
 Tips for efficient water use..... 808-244-8550  
 Molokai Office..... 808-653-3531

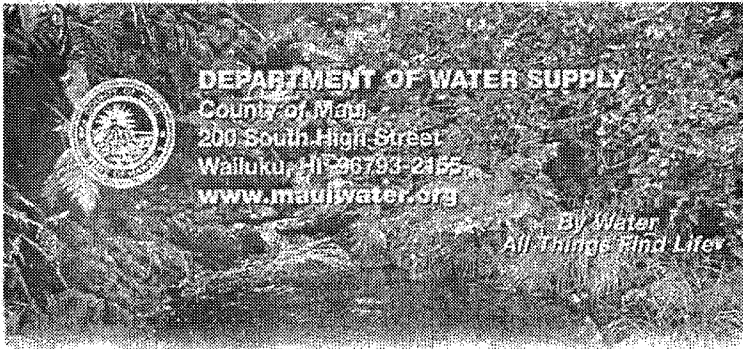
**DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

Sewer Bill..... 808-270-7420  
 Trouble Calls (24 hours)..... 808-243-7466

To ensure proper credit to your account, do not punch holes, staple, fold or mutilate this form. Thank you.  
 Please make sure the address appears in the envelope window.



Department of Water Supply  
 County of Maui  
 PO Box 29150  
 Honolulu, HI 96820-1550



**TOTAL WATER CHARGES \$25.10**

**TOTAL SEWER CHARGES \$0.00**

Water Questions? Call the Department of Water Supply at 808-270-7730  
 Water Trouble? Call 808-270-7633 (24 hours)  
 Office Hours: Monday thru Friday 7:45 am to 4:30 pm  
 Window Hours: Monday thru Friday 8:00 am to 4:00 pm

Sewer Questions? Call the Department of Environmental Management, Wastewater Reclamation Division at 808-270-7420  
 Sewer Trouble? Call 808-243-7465 (24 hours)  
 Office Hours: Monday thru Friday 7:00 am to 3:30 pm

**ACCOUNT INFORMATION**

Account Number **1185391368**  
 Name **SMITH, EARL D. SR.**  
 Premise Name **4325 HANA HWY (2/2 MTRS)**  
 Address **4325 HANA HWY (2/2 MTRS)**  
 Billing Date **01/30/2015**

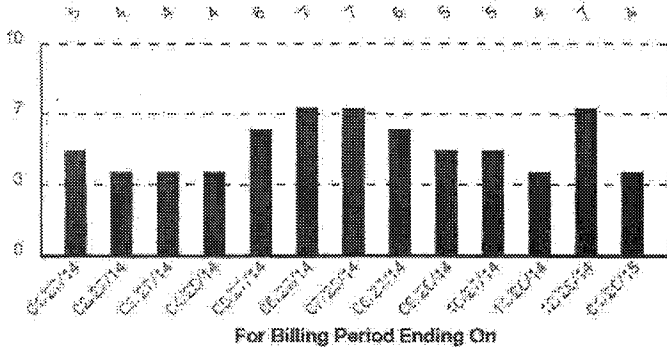
**WATER & SEWER BILLING SUMMARY** (See back for details)

Previous Balance \$34.20  
 Payments -\$34.20  
 Adjustments \$0.00  
 Corrections \$0.00  
 Current Charges \$25.10

**TOTAL AMOUNT DUE \$25.10**

**PAYMENT MUST REACH US BY 02/19/2015**

**Bill Period Usage (kgal)**



**Water Usage Profile**

DATE	THOUS. GAL	DAYS	CURRENT CHARGES
01/29/2015	4	31	\$25.10
12/29/2014	7	31	\$34.20
11/28/2014	4	32	\$25.10
10/27/2014	5	31	\$27.00
09/26/2014	5	30	\$27.00
08/27/2014	6	33	\$30.60
07/25/2014	7	28	\$34.17
06/27/2014	7	31	\$30.70
05/27/2014	6	32	\$27.36
04/26/2014	4	29	\$22.20
03/27/2014	4	28	\$22.20
02/27/2014	4	31	\$22.20
01/27/2014	5	33	\$24.00

Indicate address changes below. Please detach and return bottom portion with your payment.

**DEPARTMENT OF WATER SUPPLY**  
 County of Maui  
 200 South High Street  
 Wailuku, HI 96793-2155



**ACCOUNT NUMBER**

1185391368

**PAYMENT MUST REACH US BY**

02/19/2015

PAYMENT MUST REACH US BY date applies to Current Charges only. All past due amounts are due immediately.

**TOTAL AMOUNT DUE**

\$25.10

**AMOUNT ENCLOSED - MAUI**



THANK YOU

Make checks payable to: DEPARTMENT OF WATER SUPPLY



99 1 AV 0.281  
**SMITH, EARL D. SR**  
 PO BOX 276  
 HANA, HI 96713-0276

HEN98692  
 ST.10/P-109-1-1  
 000079

**EXHIBIT "B-040"**

300001185391368000000251000000000004

DATE	PAYMENTS/ADJUSTMENTS/CHARGES	AMOUNT	BALANCE
	<b>Previous Balance</b>		<b>34.20</b>
01/27/2015	Payment	-34.20	
	<b>Balance Before Current Charges</b>		<b>0.00</b>
	<b>General Use Water Charges 12/30/2014 to 01/29/2015</b>		
	Tier 1 = 4 Kgal @ \$1.90	7.60	
	Water Usage Charge (per 1000 gallons)	7.60	
	Water Meter Service Charge	17.50	
	<b>Total Water Charges</b>		<b>25.10</b>
	Meter No: 17340661 Curr Rdg: 669.000 Prev Rdg: 665.000 Cons: 4.000 thousand gals		
	<b>TOTAL AMOUNT DUE</b>		<b>\$25.10</b>
	PAYMENT MUST REACH US BY 02/19/2015		

**PAYING YOUR BILL**

1. Payment using the enclosed envelope; please allow sufficient time for your payment to reach us by the PAYMENT MUST REACH US BY date.
2. Payment by mail without payment stub or in person, to our office at 200 South High Street, 5th floor, Wailuku, HI 96793.
3. In person at Department of Water Supply Baseyards in Lahaina, Hana or Moikakai, providing you pay the amount due on or before the PAYMENT MUST REACH US BY date. Include a copy of a complete bill.
4. By Automatic Bill Payment from your checking or savings account.
5. At the payment drop box, county of Maui Service Center located at the Maui Mall in Kahului.
6. There is a \$30 charge for all dishonored payments made by check, automatic or electronic payment.

**ESTIMATED READING**

We try to read your meter each billing period. However, if it is not possible to do so, we will estimate your consumption based on your recent average water usage. Please help us by keeping your meter accessible.

**NOT PAYING YOUR BILL ON TIME**

1. If payment is not received by the PAYMENT MUST REACH US BY date on your bill, the entire amount shall become past due and water service may be discontinued.
2. If your water is turned off for non-payment, you will be required to pay your bill in full plus a turn-on charge before your water can be restored.

**MOVING/VACATING**

All water and sewer charges will continue to be your responsibility until you notify us to close your account under your name.


**DEPARTMENT OF WATER SUPPLY**

Maui Office: ..... 808-270-7730  
 Trouble Calls (24 hours): ..... 808-270-7633  
 Tips for efficient water use: ..... 808-243-6550  
 Molokai Office: ..... 808-553-3531

**DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

Sewer Bill: ..... 808-270-7420  
 Trouble Calls (24 hours): ..... 808-243-7465

To ensure proper credit to your account, do not punch holes, staple, fold or mutilate this form. Thank you.  
 Please make sure the address appears in the envelope window.

  
 Department of Water Supply  
 County of Maui  
 PO Box 29150  
 Honolulu, HI 96820-1550



**TOTAL WATER CHARGES \$154.80**

**TOTAL SEWER CHARGES \$0.00**

Water Questions? Call the Department of Water Supply  
 at 808-270-7730  
 Water Trouble? Call 808-270-7633 (24 hours)  
 Office Hours: Monday thru Friday 7:45 am to 4:30 pm  
 Window Hours: Monday thru Friday 8:00 am to 4:00 pm

Sewer Questions? Call the Department of Environmental  
 Management, Wastewater Reclamation Division  
 at 808-270-7420  
 Sewer Trouble? Call 808-243-7465 (24 hours)  
 Office Hours: Monday thru Friday 7:00 am to 3:30 pm

**ACCOUNT INFORMATION**

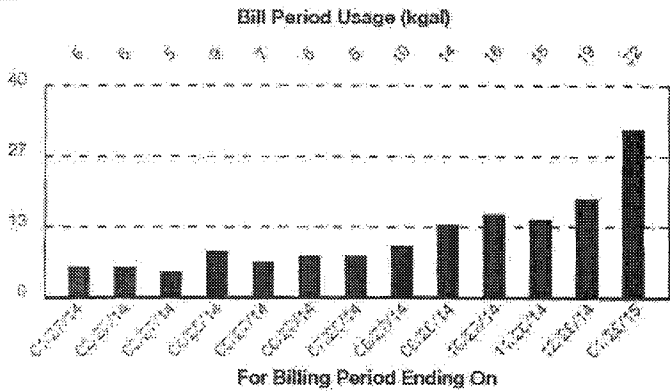
Account Number **4473018531**  
 Name **DAY, JOSEPH J**  
 Address **WAILUA**  
 Billing Date **02/02/2015**

**WATER & SEWER BILLING SUMMARY** (see back for details)

Previous Balance \$147.60  
 Payments -\$147.60  
 Adjustments \$0.00  
 Corrections \$0.00  
 Current Charges \$154.80

**TOTAL AMOUNT DUE \$154.80**

**PAYMENT MUST REACH US BY 02/23/2015**



**Water Usage Profile**

DATE	THOUS. GAL	DAYS	CURRENT CHARGES
01/29/2015	32	31	\$154.80
12/29/2014	19	31	\$84.60
11/28/2014	15	32	\$63.00
10/27/2014	16	31	\$68.40
09/26/2014	14	30	\$59.40
08/27/2014	10	33	\$45.00
07/25/2014	8	28	\$37.38
06/27/2014	8	31	\$34.05
05/27/2014	7	32	\$30.70
04/25/2014	9	29	\$37.40
03/27/2014	6	28	\$24.00
02/27/2014	6	31	\$27.35
01/27/2014	6	32	\$27.35

Indicate address changes below. Please detach and return bottom portion with your payment.

**DEPARTMENT OF WATER SUPPLY**  
 County of Maui  
 200 South High Street  
 Wailuku, HI 96793-2155



**ACCOUNT NUMBER**  
 4473018531

**PAYMENT MUST REACH US BY**  
 02/23/2015

PAYMENT MUST REACH US BY date applies to Current Charges only. All past due amounts are due immediately.

**TOTAL AMOUNT DUE**  
**\$154.80**

**AMOUNT ENCLOSED - MAUI**

THANK YOU

Make checks payable to: DEPARTMENT OF WATER SUPPLY



3 1AV 0281  
 DAY, JOSEPH J  
 HC 1 BOX 105  
 HAIKU, HI 96708-9704

44730185310000015480  
 000005

EXHIBIT "B-041"

300004473018531000001548000000000000000



DATE	PAYMENTS/ADJUSTMENTS/CHARGES	AMOUNT	BALANCE
	<b>Previous Balance</b>		<b>147.60</b>
01/07/2015	Payment	-83.00	
01/27/2015	Payment	-84.60	
<b>Balance Before Current Charges</b>			<b>0.00</b>
<b>General Use Water Charges 12/30/2014 to 01/29/2015</b>			
	Tier 1 = 5 Kgal @ \$1.90	9.50	
	Tier 2 = 10 Kgals @ \$3.60	36.00	
	Tier 3 = 17 Kgals @ \$5.40	91.80	
	Water Usage Charge (per 1000.gallons)	137.30	
	Water Meter Service Charge	17.50	
<b>Total Water Charges</b>			<b>154.80</b>
Meter No: 95666561 Curr Rdg: 202,000 Prev Rdg: 170,000 Cons: 32,000 thousand gals			
<b>TOTAL AMOUNT DUE</b>			<b>\$154.80</b>

PAYMENT MUST REACH US BY 02/23/2015

AS AN ADDED CONVENIENCE BILL PAYMENTS NOW ACCEPTED ON THE LOBBY LEVEL (2ND FLOOR) OF THE MAUI COUNTY BUILDING. WINDOW HOURS: 8:00 a.m. to 3:45 p.m. Mon-Fri except holidays.

#### PAYING YOUR BILL

1. Payment using the enclosed envelope; please allow sufficient time for your payment to reach us by the PAYMENT MUST REACH US BY date.
2. Payment by mail without payment stub or in person, to our office at 200 South High Street, 5th floor, Wailuku, HI 96793.
3. In person at Department of Water Supply Baseyards in Lahaina, Hanalei or Molokai, providing you pay the amount due on or before the PAYMENT MUST REACH US BY date. Include a copy of a complete bill.
4. By Automatic Bill Payment from your checking or savings account.
5. At the payment drop box, county of Maui Service Center located at the Maui Mall in Kahului.
6. There is a \$30 charge for all dishonored payments made by check, automatic or electronic payment.

#### ESTIMATED READING

We try to read your meter each billing period. However, if it is not possible to do so, we will estimate your consumption based on your recent average water usage. Please help us by keeping your meter accessible.

#### NOT PAYING YOUR BILL ON TIME

1. If payment is not received by the PAYMENT MUST REACH US BY date on your bill, the entire amount shall become past due and water service may be discontinued.
2. If your water is turned off for non-payment, you will be required to pay your bill in full plus a turn-on charge before your water can be restored.

#### MOVING/VACATING

All water and sewer charges will continue to be your responsibility until you notify us to close your account under your name.

#### DEPARTMENT OF WATER SUPPLY

Maui Office: 808-270-7730  
 Trouble Calls (24 hours): 808-270-7633  
 Tips for efficient water use: 808-244-8550  
 Molokai Office: 808-553-3531

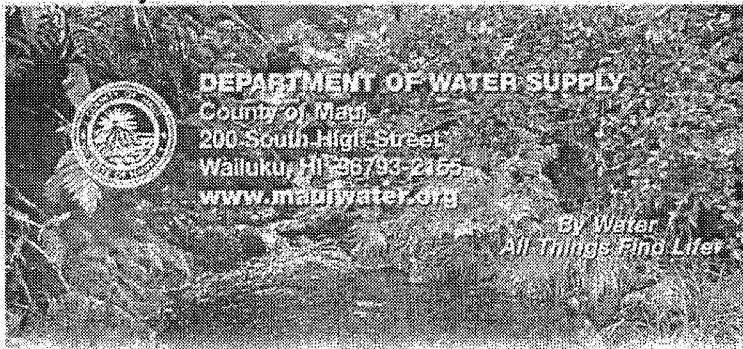
#### DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

Sewer Bill: 808-270-7420  
 Trouble Calls (24 hours): 808-243-7465

To ensure proper credit to your account, do not punch holes, staple, fold or mutilate this form. Thank you.  
 Please make sure the address appears in the envelope window.



Department of Water Supply  
 County of Maui  
 PO Box 29150  
 Honolulu, HI 96820-1550



**TOTAL WATER CHARGES \$25.10**

Water Questions? Call the Department of Water Supply at 808-270-7730  
 Water Trouble? Call 808-270-7633 (24 hours)  
 Office Hours: Monday thru Friday 7:45 am to 4:30 pm  
 Window Hours: Monday thru Friday 8:00 am to 4:00 pm

**TOTAL SEWER CHARGES \$0.00**

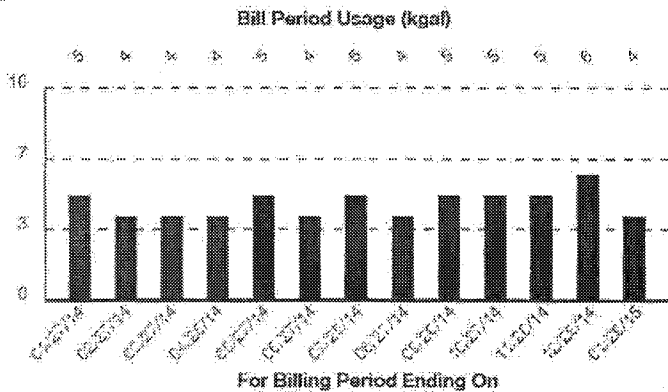
Sewer Questions? Call the Department of Environmental Management, Wastewater Reclamation Division at 808-270-7420  
 Sewer Trouble? Call 808-243-7465 (24 hours)  
 Office Hours: Monday thru Friday 7:00 am to 3:30 pm

**ACCOUNT INFORMATION**

Account Number **9272979499**  
 Name **KANOA,ISAAC A**  
 Address **KEANAE**  
 Billing Date **01/30/2015**

**WATER & SEWER BILLING SUMMARY** (See back for details)

Previous Balance \$30.60  
 Payments -\$30.60  
 Adjustments \$0.00  
 Corrections \$0.00  
 Current Charges \$25.10



**TOTAL AMOUNT DUE \$25.10**

PAYMENT MUST REACH US BY **02/19/2015**  
 ABP Amount will be deducted on **02/19/2015**

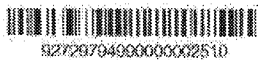
**Water Usage Profile**

DATE	THOUS. GAL	DAYS	CURRENT CHARGES
01/29/2015	4	31	\$25.10
12/29/2014	6	31	\$30.60
11/28/2014	5	32	\$27.00
10/27/2014	5	31	\$27.00
09/26/2014	5	30	\$27.00
08/27/2014	4	33	\$25.10
07/25/2014	5	28	\$26.66
06/27/2014	4	31	\$22.20
05/27/2014	5	32	\$24.00
04/25/2014	4	29	\$22.20
03/27/2014	4	26	\$22.20
02/27/2014	4	31	\$22.20
01/27/2014	5	32	\$24.00

Indicate address charges below. Please detach and return bottom portion with your payment.

**DEPARTMENT OF WATER SUPPLY**

County of Maui  
 200 South High Street  
 Wailuku, HI 96793-2155



**ACCOUNT NUMBER**

9272979499

**PAYMENT MUST REACH US BY**

02/19/2015

PAYMENT MUST REACH US BY date applies to Current Charges only. All past due amounts are due immediately.

**TOTAL AMOUNT DUE**

\$25.10

**AMOUNT ENCLOSED - MAUI**

**DO NOT PAY**

THANK YOU

Make checks payable to: DEPARTMENT OF WATER SUPPLY



370 1 AT 0-406  
 KANOA,ISAAC A  
 PO BOX 790436  
 PAIA, HI 96779-0436

H00000000  
 01 13900-096-12  
 000370

EXHIBIT "B-042"

3000009272979499000000251000000000000000

DATE	PAYMENTS/ADJUSTMENTS/CHARGES	AMOUNT	BALANCE
	<b>Previous Balance</b>		<b>30.60</b>
01/20/2015	Payment	-30.60	
	<b>Balance Before Current Charges</b>		<b>0.00</b>
	<b>General Use Water Charges 12/30/2014 to 01/29/2015</b>		
	Tier 1 = 4 Kgal @ \$1.90	7.60	
	Water Usage Charge (per 1000 gallons)	7.60	
	Water Meter Service Charge	17.50	
	<b>Total Water Charges</b>		<b>25.10</b>
	Meter No: 95665740 Curr Rdg: 764.000 Prev Rdg: 760.000 Cons: 4.000 thousand gals		
	<b>TOTAL AMOUNT DUE</b>		<b>\$25.10</b>
	PAYMENT MUST REACH US BY 02/19/2015		

**PAYING YOUR BILL**

1. Payment using the enclosed envelope; please allow sufficient time for your payment to reach us by the PAYMENT MUST REACH US BY date.
2. Payment by mail without payment stub or in person, to our office at 200 South High Street, 5th floor, Wailuku, HI 96793.
3. In person at Department of Water Supply Baseyards in Lahaina, Hana or Molokai, providing you pay the amount due on or before the PAYMENT MUST REACH US BY date. Include a copy of a complete bill.
4. By Automatic Bill Payment from your checking or savings account.
5. At the payment drop box, county of Maui Service Center located at the Maui Mall in Kahului.
6. There is a \$30 charge for all dishonored payments made by check, automatic or electronic payment.

**ESTIMATED READING**

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**NOT PAYING YOUR BILL ON TIME**

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**MOVING/VACATING**

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**DEPARTMENT OF WATER SUPPLY**

Maui Office ..... 808-270-7730  
 Trouble Calls (24 hours) ..... 808-270-7633  
 Tips for efficient water use ..... 808-244-8550  
 Molokai Office ..... 808-553-3531

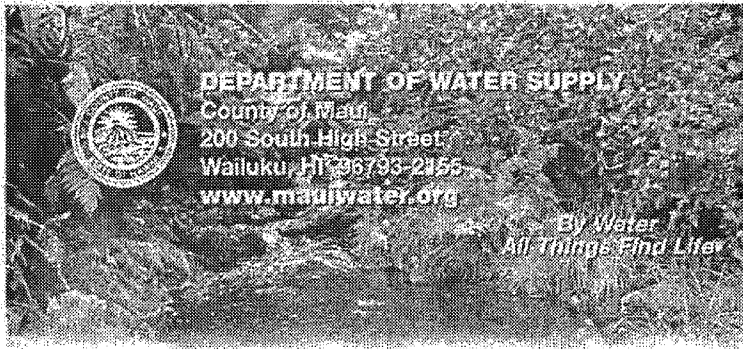
**DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

Sewer Bill ..... 808-270-7420  
 Trouble Calls (24 hours) ..... 808-243-7465

To ensure proper credit to your account, do not punch holes, staple, fold or mutilate this form. Thank you.  
 Please make sure the address appears in the envelope window.



Department of Water Supply  
 County of Maui  
 PO Box 29150  
 Honolulu, HI 96820-1550



**TOTAL WATER CHARGES \$23.20**

**TOTAL SEWER CHARGES \$0.00**

Water Questions? Call the Department of Water Supply at 808-270-7730  
 Water Trouble? Call 808-270-7633 (24 hours)  
 Office Hours: Monday thru Friday 7:45 am to 4:30 pm  
 Window Hours: Monday thru Friday 8:00 am to 4:00 pm

Sewer Questions? Call the Department of Environmental Management, Wastewater Reclamation Division at 808-270-7420  
 Sewer Trouble? Call 808-243-7465 (24 hours)  
 Office Hours: Monday thru Friday 7:00 am to 3:30 pm

**ACCOUNT INFORMATION**

Account Number **0370758507**  
 Name **CLARK, DANIEL**  
 Premise Name **LOWER KEANAE ROAD**  
 Address **LOWER KEANAE ROAD**  
 Billing Date **01/30/2015**

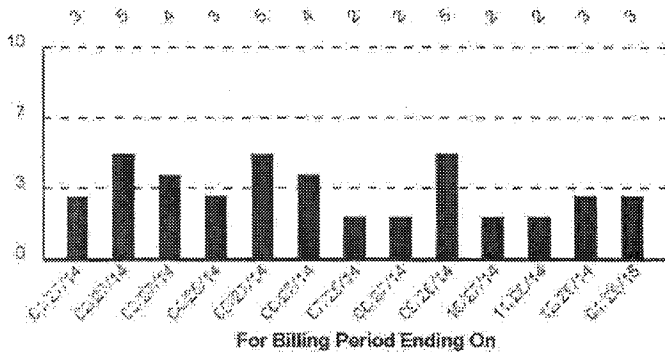
**WATER & SEWER BILLING SUMMARY** (See back for details)

Previous Balance \$23.20  
 Payments -\$23.20  
 Adjustments \$0.00  
 Corrections \$0.00  
 Current Charges \$23.20

**TOTAL AMOUNT DUE \$23.20**

**PAYMENT MUST REACH US BY 02/19/2015**

**Bill Period Usage (kgal)**



**Water Usage Profile**

DATE	THOUS. GAL	DAYS	CURRENT CHARGES
01/29/2015	3	31	\$23.20
12/29/2014	3	31	\$23.20
11/28/2014	2	32	\$21.30
10/27/2014	2	31	\$21.30
09/26/2014	5	30	\$27.00
08/27/2014	2	33	\$21.30
07/25/2014	2	28	\$21.01
06/27/2014	4	31	\$22.20
05/27/2014	5	32	\$24.00
04/25/2014	3	29	\$20.40
03/27/2014	4	28	\$22.20
02/27/2014	5	31	\$24.00
01/27/2014	3	32	\$20.40

Indicate address changes below. Please detach and return bottom portion with your payment.

**DEPARTMENT OF WATER SUPPLY**

County of Maui  
 200 South High Street  
 Wailuku, HI 96793-2155



**ACCOUNT NUMBER**

0370758507

**PAYMENT MUST REACH US BY**

02/19/2015

PAYMENT MUST REACH US BY date applies to Current Charges only. All past due amounts are due immediately.

**TOTAL AMOUNT DUE**

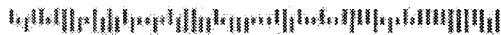
\$23.20

**AMOUNT ENCLOSED - MAUI**



THANK YOU

Make checks payable to: DEPARTMENT OF WATER SUPPLY



436 1 AT 0406  
 CLARK, DANIEL  
 SHARON CLARK  
 PO BOX 2148  
 WAILUKU, HI 96793-7148

HMM038852  
 ST.16RP-471-12  
 00043L

000000370758507000000232000000000001

**EXHIBIT "B-043"**

DATE	PAYMENTS/ADJUSTMENTS/CHARGES	AMOUNT	BALANCE
	<b>Previous Balance</b>		<b>23.20</b>
01/20/2015	Payment	-23.20	
	<b>Balance Before Current Charges</b>		<b>0.00</b>
	<b>General Use Water Charges 12/30/2014 to 01/29/2015</b>		
	Tier 1 = 3 Kgal @ \$1.90	5.70	
	Water Usage Charge (per 1000 gallons)	5.70	
	Water Meter Service Charge	17.50	
	<b>Total Water Charges</b>		<b>23.20</b>
	Meter No: 95665932 Curr Rdg: 293.000 Prev Rdg: 290.000 Cons: 3.000 thousand gals		
	<b>TOTAL AMOUNT DUE</b>		<b>\$23.20</b>
	<b>PAYMENT MUST REACH US BY 02/19/2015</b>		

**PAYING YOUR BILL**

1. Payment using the enclosed envelope; please allow sufficient time for your payment to reach us by the **PAYMENT MUST REACH US BY** date.
2. Payment by mail without payment stub or in person, to our office at 200 South High Street, 5th floor, Wailuku, HI 96793.
3. In person at Department of Water Supply Baseyards in Lahaina, Hana or Molokai, providing you pay the amount due on or before the **PAYMENT MUST REACH US BY** date. Include a copy of a complete bill.
4. By Automatic Bill Payment from your checking or savings account.
5. At the payment drop box, county of Maui Service Center located at the Maui Mall in Kahului.
6. There is a \$30 charge for all dishonored payments made by check, automatic or electronic payment.

**ESTIMATED READING**

We try to read your meter each billing period. However, if it is not possible to do so, we will estimate your consumption based on your recent average water usage. Please help us by keeping your meter accessible.

**NOT PAYING YOUR BILL ON TIME**

1. If payment is not received by the **PAYMENT MUST REACH US BY** date on your bill, the entire amount shall become past due and water service may be discontinued.
2. If your water is turned off for non-payment, you will be required to pay your bill in full plus a turn-on charge before your water can be restored.

**MOVING/VACATING**

All water and sewer charges will continue to be your responsibility until you notify us to close your account under your name.

**DEPARTMENT OF WATER SUPPLY**

Maui Office, ..... 808-270-7733  
 Trouble Calls (24 hours), ..... 808-270-7833  
 Tips for efficient water use, ..... 808-244-6550  
 Molokai Office, ..... 808-553-3531

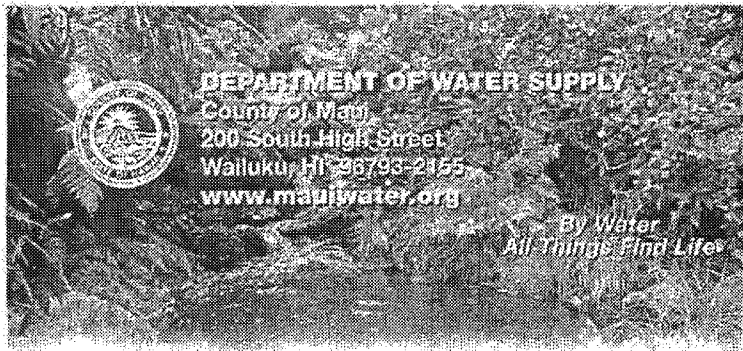
**DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

Sewer Bill, ..... 808-270-7420  
 Trouble Calls (24 hours), ..... 808-243-7465

To ensure proper credit to your account, do not punch holes, staple, fold or mutilate this form. Thank you.  
 Please make sure the address appears in the envelope window.



Department of Water Supply  
 County of Maui  
 PO Box 29150  
 Honolulu, HI 96820-1550



**TOTAL WATER CHARGES \$52.20**

Water Questions? Call the Department of Water Supply at 808-270-7730  
 Water Trouble? Call 808-270-7633 (24 hours)  
 Office Hours: Monday thru Friday 7:45 am to 4:30 pm  
 Window Hours: Monday thru Friday 8:00 am to 4:00 pm

**TOTAL SEWER CHARGES \$0.00**

Sewer Questions? Call the Department of Environmental Management, Wastewater Reclamation Division at 808-270-7420  
 Sewer Trouble? Call 808-243-7465 (24 hours)  
 Office Hours: Monday thru Friday 7:00 am to 3:30 pm

**ACCOUNT INFORMATION**

Account Number **1113069921**  
 Name **HUEU, HARRY**  
 Address **KEANAE**  
 Billing Date **01/30/2015**

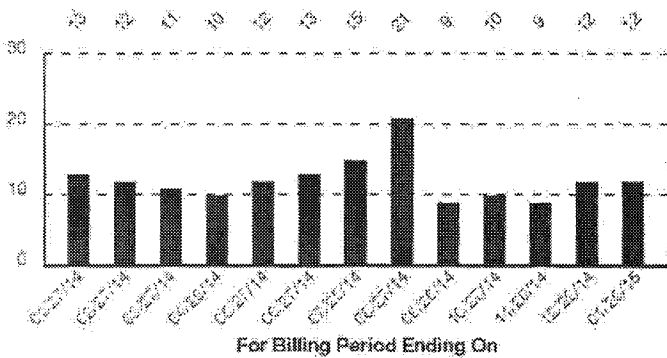
**WATER & SEWER BILLING SUMMARY** (See back for details)

Previous Balance \$52.20  
 Payments -\$52.20  
 Adjustments \$0.00  
 Corrections \$0.00  
 Current Charges \$52.20

**TOTAL AMOUNT DUE \$52.20**

**PAYMENT MUST REACH US BY 02/19/2015**

**Bill Period Usage (kgal)**



**Water Usage Profile**

DATE	THOUS. GAL	DAYS	CURRENT CHARGES
01/29/2015	12	31	\$52.20
12/29/2014	12	31	\$52.20
11/28/2014	9	32	\$41.40
10/27/2014	10	31	\$45.00
09/26/2014	9	30	\$41.40
08/27/2014	21	33	\$95.40
07/25/2014	15	28	\$62.41
06/27/2014	13	31	\$60.80
05/27/2014	12	32	\$47.46
04/25/2014	10	29	\$40.75
03/27/2014	11	28	\$44.10
02/27/2014	12	31	\$47.46
01/27/2014	13	34	\$50.80

Indicate address changes below. Please detach and return bottom portion with your payment.

**DEPARTMENT OF WATER SUPPLY**

County of Maui  
 200 South High Street  
 Wailuku, HI 96793-2155



11130699210000005220

**ACCOUNT NUMBER**

1113069921

**PAYMENT MUST REACH US BY**

02/19/2015

*PAYMENT MUST REACH US BY date applies to Current Charges only. All past due amounts are due immediately.*

**TOTAL AMOUNT DUE**

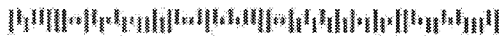
\$52.20

**AMOUNT ENCLOSED - MAUI**



THANK YOU

Make checks payable to DEPARTMENT OF WATER SUPPLY



244 1 AT 0406  
 HUEU, HARRY  
 SANDRA HUEU  
 13705 HANA HWY  
 HAIKU, HI 96708-5757

HMS9882  
 ST:GRP 26679  
 000244

EXHIBIT "B-044"

300001113069921000000522000000000002

DATE	PAYMENTS/ADJUSTMENTS/CHARGES	AMOUNT	BALANCE
	<b>Previous Balance</b>		<b>52.20</b>
01/16/2015	Payment	-52.20	
	<b>Balance Before Current Charges</b>		<b>0.00</b>
	<b>General Use Water Charges 12/30/2014 to 01/29/2015</b>		
	Tier 1 = 5 Kgal @ \$1.90	9.50	
	Tier 2 = 7 Kgals @ \$3.60	25.20	
	Water Usage Charge (per 1000 gallons)	34.70	
	Water Meter Service Charge	17.50	
	<b>Total Water Charges</b>		<b>52.20</b>
	Meter No: 95665767 Curr Rdg: 428.000 Prev Rdg: 416.000 Cons: 12,000 thousand gals		
	<b>TOTAL AMOUNT DUE</b>		<b>\$52.20</b>
	PAYMENT MUST REACH US BY 02/19/2015		

**PAYING YOUR BILL**

1. Payment using the enclosed envelope; please allow sufficient time for your payment to reach us by the PAYMENT MUST REACH US BY date.
2. Payment by mail without payment stub or in person, to our office at 200 South High Street, 5th floor, Wailuku, HI 96783.
3. In person at Department of Water Supply Baseyards in Lahaina, Hahaione or Moikakai, providing you pay the amount due on or before the PAYMENT MUST REACH US BY date. Include a copy of a complete bill.
4. By Automatic Bill Payment from your checking or savings account.
5. At the payment drop box, county of Maui Service Center located at the Maui Mall in Kahului.
6. There is a \$30 charge for all dishonored payments made by check, automatic or electronic payment.

**ESTIMATED READING**

We try to read your meter each billing period. However, if it is not possible to do so, we will estimate your consumption based on your recent average water usage. Please help us by keeping your meter accessible.

**NOT PAYING YOUR BILL ON TIME**

1. If payment is not received by the PAYMENT MUST REACH US BY date on your bill, the entire amount shall become past due and water service may be discontinued.
2. If your water is turned off for non-payment, you will be required to pay your bill in full plus a turn-on charge before your water can be restored.

**MOVING/VACATING**

All water and sewer charges will continue to be your responsibility until you notify us to close your account under your name.


**DEPARTMENT OF WATER SUPPLY**

Maui Office: 808-270-7730  
 Trouble Calls (24 hours): 808-270-7633  
 Tips for efficient water use: 808-244-6550  
 Molokai Office: 808-353-3531

**DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

Sewer Bill: 808-270-7420  
 Trouble Calls (24 hours): 808-243-7465

To ensure proper credit to your account, do not punch holes, staple, fold or mutilate this form. Thank you.  
 Please make sure the address appears in the envelope window.

  
 Department of Water Supply  
 County of Maui  
 PO Box 29150  
 Honolulu, HI 96820-1550



**DEPARTMENT OF WATER SUPPLY**  
 County of Maui  
 200 South High Street  
 Wailuku, HI 96793-2155  
 www.mauiwater.org

*By Water  
 All Things Find Life*



**DEPARTMENT OF ENVIRONMENTAL  
 MANAGEMENT**  
**WASTEWATER RECLAMATION DIVISION**  
 County of Maui  
 2200 Main Street, Suite 210  
 Wailuku, HI 96793-2155  
 www.mauicounty.gov/departments/  
 EnvironmentalMgt/

**TOTAL WATER CHARGES \$37.80**

Water Questions? Call the Department of Water Supply at 808-270-7730  
 Water Trouble? Call 808-270-7633 (24 hours)  
 Office Hours: Monday thru Friday 7:45 am to 4:30 pm  
 Window Hours: Monday thru Friday 8:00 am to 4:00 pm

**TOTAL SEWER CHARGES \$0.00**

Sewer Questions? Call the Department of Environmental Management, Wastewater Reclamation Division at 808-270-7420  
 Sewer Trouble? Call 808-243-7465 (24 hours)  
 Office Hours: Monday thru Friday 7:00 am to 3:30 pm

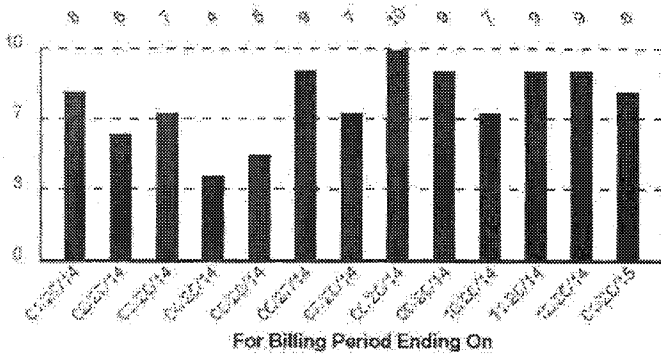
**ACCOUNT INFORMATION**

Account Number **8199161366**  
 Name **AQUINO, DARRELL**  
 Address **KEANAE**  
 Billing Date **01/30/2015**

**WATER & SEWER BILLING SUMMARY** (See back for details)

Previous Balance \$41.40  
 Payments -\$41.40  
 Adjustments \$0.00  
 Corrections \$0.00  
 Current Charges \$37.80

**Bill Period Usage (kgal)**



**TOTAL AMOUNT DUE \$37.80**

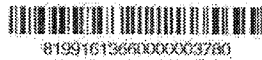
**PAYMENT MUST REACH US BY 02/19/2015**

**Water Usage Profile**

DATE	THOUS. GAL	DAYS	CURRENT CHARGES
01/29/2014	8	31	\$37.80
12/29/2014	9	31	\$41.40
11/28/2014	9	31	\$41.40
10/28/2014	7	29	\$34.20
09/29/2014	9	32	\$41.40
08/28/2014	10	31	\$45.00
07/28/2014	7	31	\$33.86
06/27/2014	9	30	\$37.40
05/28/2014	5	33	\$24.00
04/25/2014	4	29	\$22.20
03/28/2014	7	29	\$30.70
02/27/2014	6	31	\$27.35
01/27/2014	8	32	\$34.05

Indicate address changes below. Please detach and return bottom portion with your payment.

**DEPARTMENT OF WATER SUPPLY**  
 County of Maui  
 200 South High Street  
 Wailuku, HI 96793-2155



8199161366000003780

**ACCOUNT NUMBER**  
 8199161366

**PAYMENT MUST REACH US BY**  
 02/19/2015

*PAYMENT MUST REACH US BY date applies to Current Charges only. All past due amounts are due immediately.*

**TOTAL AMOUNT DUE**  
 \$37.80

**AMOUNT ENCLOSED - MAUI**



277 1 AT 0.406  
**AQUINO, DARRELL**  
 PO BOX 5028  
 KAHULUI, HI 96733-5028

H01V58662  
 57 5099-090112  
 000277



THANK YOU

Make checks payable to: DEPARTMENT OF WATER SUPPLY

EXHIBIT "B-045"

3000008199161366000003780000000000000



DATE	PAYMENTS/ADJUSTMENTS/CHARGES	AMOUNT	BALANCE
	<b>Previous Balance</b>		<b>41.40</b>
01/21/2015	Payment	-41.40	
	<b>Balance Before Current Charges</b>		<b>0.00</b>
	<b>General Use Water Charges 12/30/2014 to 01/29/2015</b>		
	Tier 1 = 5 Kgal @ \$1.90	9.50	
	Tier 2 = 3 Kgals @ \$3.60	10.80	
	Water Usage Charge (per 1000 gallons)	20.30	
	Water Meter Service Charge	17.50	
	<b>Total Water Charges</b>		<b>37.80</b>
	Meter No: 20028444 Curr Rdg: 22,000 Prev Rdg: 14,000 Cons: 8,000 thousand gals		
	<b>TOTAL AMOUNT DUE</b>		<b>\$37.80</b>
	PAYMENT MUST REACH US BY 02/19/2015		

**PAYING YOUR BILL**

1. Payment using the enclosed envelope; please allow sufficient time for your payment to reach us by the PAYMENT MUST REACH US BY date.
2. Payment by mail without payment stub or in person, to our office at 200 South High Street, 5th floor, Wailuku, HI 96783.
3. In person at Department of Water Supply Baseyards in Lahaina, Hana or Molokai, providing you pay the amount due on or before the PAYMENT MUST REACH US BY date. Include a copy of a complete bill.
4. By Automatic Bill Payment from your checking or savings account.
5. At the payment drop box, county of Maui Service Center located at the Maui Mall in Kahului.
6. There is a \$30 charge for all dishonored payments made by check, automatic or electronic payment.

**ESTIMATED READING**

We try to read your meter each billing period. However, if it is not possible to do so; we will estimate your consumption based on your recent average water usage. Please help us by keeping your meter accessible.

**NOT PAYING YOUR BILL ON TIME**

1. If payment is not received by the PAYMENT MUST REACH US BY date on your bill, the entire amount shall become past due and water service may be discontinued.
2. If your water is turned off for non-payment, you will be required to pay your bill in full plus a turn-on charge before your water can be restored.

**MOVING/VACATING**

All water and sewer charges will continue to be your responsibility until you notify us to close your account under your name.


**DEPARTMENT OF WATER SUPPLY**

Maui Office..... 808-270-7730  
 Trouble Calls (24 hours)..... 808-270-7633  
 Tips for efficient water use..... 808-244-8550  
 Molokai Office..... 808-563-3531

**DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

Sewer Bill..... 808-270-7420  
 Trouble Calls (24 hours)..... 808-243-7465

To ensure proper credit to your account, do not punch holes, staple, fold or mutilate this form. Thank you.  
 Please make sure the address appears in the envelope window.

  
 Department of Water Supply  
 County of Maui  
 PO Box 29150  
 Honolulu, HI 96820-1550



**DEPARTMENT OF WATER SUPPLY**  
 County of Maui  
 200 South High Street  
 Wailuku, HI 96793-2155  
 www.mauiswater.org

*By Water  
 All Things Find Life*



**DEPARTMENT OF ENVIRONMENTAL  
 MANAGEMENT  
 WASTEWATER RECLAMATION DIVISION**  
 County of Maui  
 2200 Main Street, Suite 619  
 Wailuku, HI 96793-2155  
 www.mauicounty.gov/departments/  
 EnvironmentalMgt/

**TOTAL WATER CHARGES \$59.40**

Water Questions? Call the Department of Water Supply  
 at 808-270-7730.  
 Water Trouble? Call 808-270-7633 (24 hours)  
 Office Hours: Monday thru Friday 7:45 am to 4:30 pm  
 Window Hours: Monday thru Friday 8:00 am to 4:00 pm

**TOTAL SEWER CHARGES \$0.00**

Sewer Questions? Call the Department of Environmental  
 Management, Wastewater Reclamation Division  
 at 808-270-7420  
 Sewer Trouble? Call 808-243-7465 (24 hours)  
 Office Hours: Monday thru Friday 7:00 am to 3:30 pm

**ACCOUNT INFORMATION**

Account Number **7141466959**  
 Name **LEE, SOLOMON**  
 Address **46 KUPEE PL.**  
 Billing Date **01/09/2015**

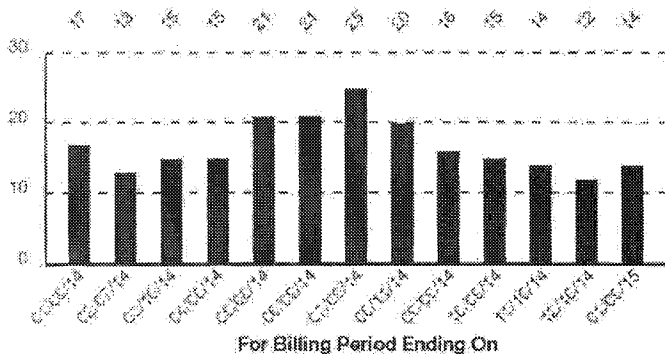
**WATER & SEWER BILLING SUMMARY** (See back for details)

Previous Balance \$52.20  
 Payments -\$52.20  
 Adjustments \$0.00  
 Corrections \$0.00  
 Current Charges \$59.40

**TOTAL AMOUNT DUE \$59.40**

**PAYMENT MUST REACH US BY 01/29/2015**

**Bill Period Usage (kgal)**



**Water Usage Profile**

DATE	THOUS. GAL	DAYS	CURRENT CHARGES
01/09/2015	14	30	\$59.40
12/10/2014	12	30	\$52.20
11/10/2014	14	32	\$59.40
10/09/2014	15	30	\$63.00
09/09/2014	16	29	\$68.40
08/11/2014	20	33	\$90.00
07/09/2014	25	30	\$110.00
06/09/2014	21	32	\$67.20
05/09/2014	21	30	\$67.20
04/08/2014	15	29	\$57.50
03/10/2014	15	31	\$57.50
02/07/2014	13	30	\$60.80
01/08/2014	17	33	\$67.40

Indicate address changes below. Please detach and return bottom portion with your payment.

**DEPARTMENT OF WATER SUPPLY**  
 County of Maui  
 200 South High Street  
 Wailuku, HI 96793-2155



**ACCOUNT NUMBER**  
**7141466959**

**PAYMENT MUST REACH US BY**  
**01/29/2015**

PAYMENT MUST REACH US BY date applies to Current Charges only. All past due amounts are due immediately.

**TOTAL AMOUNT DUE**  
**\$59.40**

**AMOUNT ENCLOSED - MAUI**



640 1 AV 0381  
**LEE, SOLOMON**  
**46A KUPEE PL.**  
**MAKAWAO, HI 96768-8520**

7141466959  
 ST.103PP-8001.0  
 000840

THANK YOU

Make checks payable to: DEPARTMENT OF WATER SUPPLY

00000714146695900000059400000000000005

**EXHIBIT "B-046"**

DATE	PAYMENTS/ADJUSTMENTS/CHARGES	AMOUNT	BALANCE
	<b>Previous Balance</b>		<b>52.20</b>
12/26/2014	Payment	-52.20	
	<b>Balance Before Current Charges</b>		<b>0.00</b>
	<b>General Use Water Charges 12/11/2014 to 01/09/2015</b>		
	Tier 1 = 5 Kgal @ \$1.90	9.50	
	Tier 2 = 9 Kgals @ \$3.60	32.40	
	Water Usage Charge (per 1000 gallons)	41.90	
	Water Meter Service Charge	17.50	
	<b>Total Water Charges</b>		<b>59.40</b>
	Meter No: 96966097 Curr Rdg: 1267.000 Prev Rdg: 1253.000 Cons: 14.000 thousand gals		
	<b>TOTAL AMOUNT DUE</b>		<b>\$59.40</b>
	PAYMENT MUST REACH US BY 01/29/2015		

AS AN ADDED CONVENIENCE BILL PAYMENTS NOW ACCEPTED ON THE LOBBY LEVEL (2ND FLOOR) OF THE MAUI COUNTY BUILDING. WINDOW HOURS: 8:00 a.m. to 3:45 p.m. Mon-Fri except holidays.

#### PAYING YOUR BILL

1. Payment using the enclosed envelope; please allow sufficient time for your payment to reach us by the PAYMENT MUST REACH US BY date.
2. Payment by mail without payment stub or in person, to our office at 200 South High Street, 5th floor, Wailuku, HI 96793.
3. In person at Department of Water Supply Baseyards in Lahaina, Hana or Molokai, providing you pay the amount due on or before the PAYMENT MUST REACH US BY date. Include a copy of a complete bill.
4. By Automatic Bill Payment from your checking or savings account.
5. At the payment drop box, county of Maui Service Center located at the Maui Mall in Kahului.
6. There is a \$30 charge for all dishonored payments made by check, automatic or electronic payment.

#### ESTIMATED READING

We try to read your meter each billing period. However, if it is not possible to do so, we will estimate your consumption based on your recent average water usage. Please help us by keeping your meter accessible.

#### NOT PAYING YOUR BILL ON TIME

1. If payment is not received by the PAYMENT MUST REACH US BY date on your bill, the entire amount shall become past due and water service may be discontinued.
2. If your water is turned off for non-payment, you will be required to pay your bill in full plus a turn-on charge before your water can be restored.

#### MOVING/VACATING

All water and sewer charges will continue to be your responsibility until you notify us to close your account under your name.

#### DEPARTMENT OF WATER SUPPLY

Maui Office: ..... 808-270-7730  
 Trouble Calls (24 hours): ..... 808-270-7633  
 Tips for efficient water use: ..... 808-244-8550  
 Molokai Office: ..... 808-553-3531

#### DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

Sewer Bill: ..... 808-270-7420  
 Trouble Calls (24 hours): ..... 808-243-7465

To ensure proper credit to your account, do not punch holes, staple, fold or mutilate this form. Thank you.  
 Please make sure the address appears in the envelope window.



Department of Water Supply  
 County of Maui  
 PO Box 29150  
 Honolulu, HI 96820-1550



**DEPARTMENT OF WATER SUPPLY**  
 County of Maui  
 200 South High Street  
 Wailuku, HI 96793-2155  
 www.mauiwater.org

*By Water  
 All Things Find Life*



**DEPARTMENT OF ENVIRONMENTAL  
 MANAGEMENT**  
**WASTEWATER RECLAMATION DIVISION**  
 County of Maui  
 2200 Main Street, Suite 619  
 Wailuku, HI 96793-2155  
 www.mauicounty.gov/departments/  
 EnvironmentalMgt/

**TOTAL WATER CHARGES \$30.60**

**TOTAL SEWER CHARGES \$0.00**

Water Questions? Call the Department of Water Supply at 808-270-7730  
 Water Trouble? Call 808-270-7633 (24 hours)  
 Office Hours: Monday thru Friday 7:45 am to 4:30 pm  
 Window Hours: Monday thru Friday 8:00 am to 4:00 pm

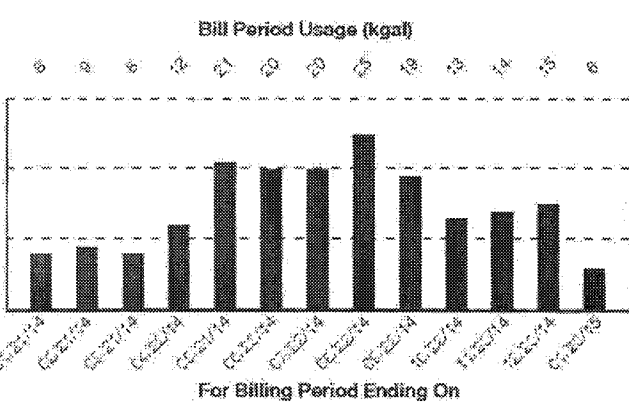
Sewer Questions? Call the Department of Environmental Management, Wastewater Reclamation Division at 808-270-7420  
 Sewer Trouble? Call 808-243-7465 (24 hours)  
 Office Hours: Monday thru Friday 7:00 am to 3:30 pm

**ACCOUNT INFORMATION**

Account Number **8649936512**  
 Name **MAYER, RICHARD D**  
 Address **1111 LOWER KIMO DR**  
 Billing Date **01/23/2015**

**WATER & SEWER BILLING SUMMARY** (See back for details)

Previous Balance \$63.00  
 Payments -\$63.00  
 Adjustments \$0.00  
 Corrections \$0.00  
 Current Charges \$30.60



**TOTAL AMOUNT DUE \$30.60**

**PAYMENT MUST REACH US BY 02/12/2015**  
 ABP Amount will be deducted on 02/12/2015

**Water Usage Profile**

DATE	THOUS. GAL	DAYS	CURRENT CHARGES
01/23/2015	6	31	\$30.60
12/23/2014	15	30	\$63.00
11/23/2014	14	32	\$59.40
10/22/2014	13	30	\$55.80
09/22/2014	19	31	\$84.60
08/22/2014	25	31	\$117.00
07/22/2014	20	29	\$88.14
06/23/2014	20	33	\$82.25
05/21/2014	21	29	\$87.20
04/22/2014	12	32	\$47.45
03/21/2014	8	28	\$34.05
02/21/2014	8	31	\$37.40
01/21/2014	8	33	\$34.05

Indicate address changes below. Please detach and return bottom portion with your payment.

**DEPARTMENT OF WATER SUPPLY**  
 County of Maui  
 200 South High Street  
 Wailuku, HI 96793-2155



**ACCOUNT NUMBER**  
 8649936512

**PAYMENT MUST REACH US BY**  
 02/12/2015

*PAYMENT MUST REACH US BY date applies to Current Charges only. All past due amounts are due immediately.*

**TOTAL AMOUNT DUE**  
 \$30.60

**AMOUNT ENCLOSED - MAUI**

**DO NOT PAY**

THANK YOU

Make checks payable to: DEPARTMENT OF WATER SUPPLY



216 1 AV 0.361  
 MAYER, RICHARD D  
 1111 LOWER KIMO DR  
 KULA, HI 96790-8249

10489606  
 ST. 10489 233-015  
 000214

**EXHIBIT "B-047"**

300008649936512000000306000000000000

DATE	PAYMENTS/ADJUSTMENTS/CHARGES	AMOUNT	BALANCE
	<b>Previous Balance</b>		<b>63.00</b>
01/12/2015	Payment	-63.00	
<b>Balance Before Current Charges</b>			<b>0.00</b>
<b>General Use Water Charges 12/24/2014 to 01/23/2015</b>			
	Tier 1 = 5 Kgal @ \$1.90	9.50	
	Tier 2 = 1 Kgals @ \$3.60	3.60	
	Water Usage Charge (per 1000 gallons)	13.10	
	Water Meter Service Charge	17.50	
<b>Total Water Charges</b>			<b>30.60</b>
Meter No: 43219410 Curr Rdg: 1853.000 Prev Rdg: 1847.000 Cons: 6.000 thousand gals			
<b>TOTAL AMOUNT DUE</b>			<b>\$30.60</b>
PAYMENT MUST REACH US BY 02/12/2015			

AS AN ADDED CONVENIENCE BILL PAYMENTS NOW ACCEPTED ON THE LOBBY LEVEL (2ND FLOOR) OF THE MAUI COUNTY BUILDING. WINDOW HOURS: 8:00 a.m. to 3:45 p.m. Mon-Fri except holidays.

#### PAYING YOUR BILL

1. Payment using the enclosed envelope; please allow sufficient time for your payment to reach us by the PAYMENT MUST REACH US BY date.
2. Payment by mail without payment stub or in person, to our office at 200 South High Street, 5th floor, Wailuku, HI 96793.
3. In person at Department of Water Supply Baseyards in Lahaina, Hana or Molokai, providing you pay the amount due on or before the PAYMENT MUST REACH US BY date. Include a copy of a complete bill.
4. By Automatic Bill Payment from your checking or savings account.
5. At the payment drop box, county of Maui Service Center located at the Maui Mall in Kahului.
6. There is a \$30 charge for all dishonored payments made by check, automatic or electronic payment.

#### ESTIMATED READING

We try to read your meter each billing period. However, if it is not possible to do so, we will estimate your consumption based on your recent average water usage. Please help us by keeping your meter accessible.

#### NOT PAYING YOUR BILL ON TIME

1. If payment is not received by the PAYMENT MUST REACH US BY date on your bill, the entire amount shall become past due and water service may be discontinued.
2. If your water is turned off for non-payment, you will be required to pay your bill in full plus a turn-on charge before your water can be restored.

#### MOVING/VACATING

All water and sewer charges will continue to be your responsibility until you notify us to close your account under your name.


#### DEPARTMENT OF WATER SUPPLY

Maui Office..... 808-270-7730  
 Trouble Calls (24 hours)..... 808-270-7833  
 Tips for efficient water use..... 808-244-8550  
 Molokai Office..... 808-553-3501

#### DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

Sewer Bill..... 808-270-7420  
 Trouble Calls (24 hours)..... 808-243-7465

To ensure proper credit to your account, do not punch holes, staple, fold or mutilate this form. Thank you.  
 Please make sure the address appears in the envelope window.

  
 Department of Water Supply  
 County of Maui  
 PO Box 29150  
 Honolulu, HI 96820-1550



DEPARTMENT OF WATER SUPPLY  
County of Maui  
200 South High Street  
Wailuku, HI 96793-2155  
[www.maujwater.org](http://www.maujwater.org)

By Water  
All Things Find Life



DEPARTMENT OF ENVIRONMENTAL  
MANAGEMENT  
WASTEWATER RECLAMATION DIVISION  
County of Maui  
2200 Main Street, Suite 210  
Wailuku, HI 96793-2155  
[www.mauicounty.gov/departments/EnvironmentalMgt/](http://www.mauicounty.gov/departments/EnvironmentalMgt/)

**TOTAL WATER CHARGES** **\$8.60**

Water Questions? Call the Department of Water Supply at 808-270-7730  
Water Trouble? Call 808-270-7633 (24 hours)  
Office Hours: Monday thru Friday 7:45 am to 4:30 pm  
Window Hours: Monday thru Friday 8:00 am to 4:00 pm

**ACCOUNT INFORMATION**

Account Number **3603803073**  
Name **FOLEY, MICHAEL W**  
Address **3625 PIIKEA PL**  
Billing Date **01/09/2015**

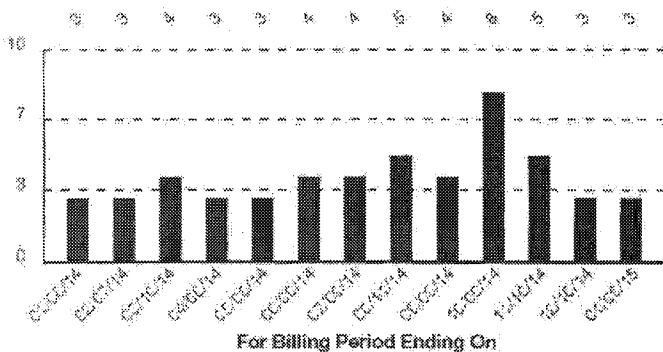
**TOTAL SEWER CHARGES** **\$0.00**

Sewer Questions? Call the Department of Environmental Management, Wastewater Reclamation Division at 808-270-7420  
Sewer Trouble? Call 808-243-7465 (24 hours)  
Office Hours: Monday thru Friday 7:00 am to 3:30 pm

**WATER & SEWER BILLING SUMMARY (See back for details)**

Previous Balance **-\$14.60**  
Payments **\$0.00**  
Adjustments **\$0.00**  
Corrections **\$0.00**  
Current Charges **\$23.20**

Bill Period Usage (kgal)



**TOTAL AMOUNT DUE** **\$8.60**

**PAYMENT MUST REACH US BY** **01/29/2015**

Water Usage Profile

DATE	THOUS. GAL	DAYS	CURRENT CHARGES
01/09/2015	3	30	\$23.20
12/10/2014	3	30	\$23.20
11/10/2014	5	32	\$27.00
10/09/2014	8	30	\$37.80
09/09/2014	4	29	\$25.10
08/11/2014	5	33	\$27.00
07/09/2014	4	30	\$23.07
06/09/2014	4	32	\$22.20
05/08/2014	3	30	\$20.40
04/08/2014	3	29	\$20.40
03/10/2014	4	31	\$22.20
02/07/2014	3	30	\$20.40
01/08/2014	3	33	\$20.40

Indicate address changes below. Please detach and return bottom portion with your payment.

DEPARTMENT OF WATER SUPPLY  
County of Maui  
200 South High Street  
Wailuku, HI 96793-2155



**ACCOUNT NUMBER**

**3603803073**

**PAYMENT MUST REACH US BY**

**01/29/2015**

*PAYMENT MUST REACH US BY date applies to Current Charges only. All past due amounts are due immediately.*

**TOTAL AMOUNT DUE**

**\$8.60**

**AMOUNT ENCLOSED - MAUI**

**THANK YOU**

Make checks payable to: DEPARTMENT OF WATER SUPPLY



1321 1 AV 0381  
**FOLEY, MICHAEL W**  
**3625 PIIKEA PL**  
**MAKAWAO, HI 96768-9553**

1406302009  
01/10/14 13:59:25  
001321

EXHIBIT "B-048"

000000360380307300000000&0000000000000005

DATE	PAYMENTS/ADJUSTMENTS/CHARGES	AMOUNT	BALANCE
	Previous Balance		-14.60
	Balance Before Current Charges		-14.60
	<b>General Use Water Charges 12/11/2014 to 01/09/2015</b>		
	Tier 1 = 3 Kgal @ \$1.90	5.70	
	Water Usage Charge (per 1000 gallons)	5.70	
	Water Meter Service Charge	17.50	
	<b>Total Water Charges</b>		<b>23.20</b>
	Meter No: 43219249 Curr Rdg: 122,000 Prev Rdg: 119,000 Cons: 3,000 thousand gals		
	<b>TOTAL AMOUNT DUE</b>		<b>\$8.60</b>
	PAYMENT MUST REACH US BY 01/29/2015		

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4. By Automatic Bill Payment from your checking or savings account.
5. At the payment drop box, county of Maui Service Center located at the Maui Mall in Kahului.
6. There is a \$30 charge for all dishonored payments made by check, automatic or electronic payment.

#### ESTIMATED READING

We try to read your meter each billing period. However, if it is not possible to do so, we will estimate your consumption based on your recent average water usage. Please help us by keeping your meter accessible.

#### NOT PAYING YOUR BILL ON TIME

1. If payment is not received by the PAYMENT MUST REACH US BY date on your bill, the entire amount shall become past due and water service may be discontinued.
2. If your water is turned off for non-payment, you will be required to pay your bill in full plus a turn-on charge before your water can be restored.

#### MOVING/VACATING

All water and sewer charges will continue to be your responsibility until you notify us to close your account under your name.

#### DEPARTMENT OF WATER SUPPLY

Maui Office: 808-270-7730  
 Trouble Calls (24 hours): 808-270-7633  
 Tips for efficient water use: 808-244-8550  
 Molokai Office: 808-553-3531

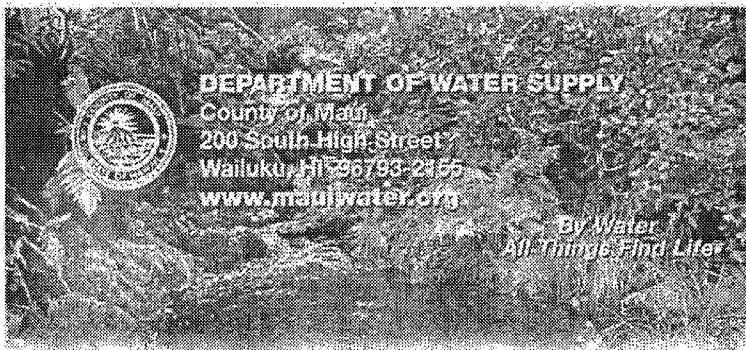
#### DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

Sewer Bill: 808-270-7420  
 Trouble Calls (24 hours): 808-243-7465

To ensure proper credit to your account, do not punch holes, staple, fold or mutilate this form. Thank you.  
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Department of Water Supply  
 County of Maui  
 PO Box 29150  
 Honolulu, HI 96820-1550



**TOTAL WATER CHARGES \$255.70**

**TOTAL SEWER CHARGES \$0.00**

Water Questions? Call the Department of Water Supply at 808-270-7730  
 Water Trouble? Call 808-270-7533 (24 hours)  
 Office Hours: Monday thru Friday 7:45 am to 4:30 pm  
 Window Hours: Monday thru Friday 8:00 am to 4:00 pm

Sewer Questions? Call the Department of Environmental Management, Wastewater Reclamation Division at 808-270-7420  
 Sewer Trouble? Call 808-243-7465 (24 hours)  
 Office Hours: Monday thru Friday 7:00 am to 3:30 pm

**ACCOUNT INFORMATION**

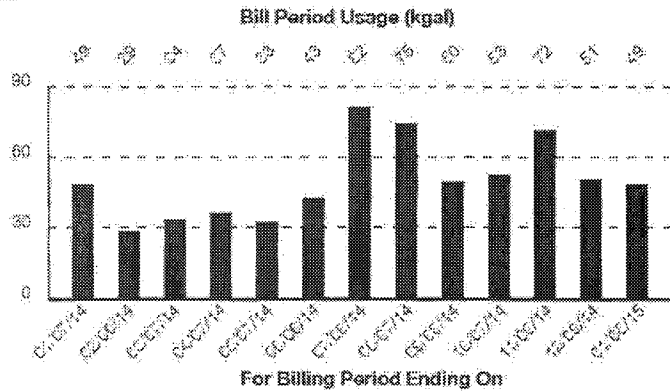
Account Number **2296909007**  
 Name **SHEEHAN, MARK**  
 Premise Name **E KUIAHA ROAD LOT 6**  
 Address **630 E KUIAHA RD**  
 Billing Date **01/08/2015**

**WATER & SEWER BILLING SUMMARY** (See back for details)

Previous Balance \$267.80  
 Payments -\$267.80  
 Adjustments \$0.00  
 Corrections \$0.00  
 Current Charges \$255.70

**TOTAL AMOUNT DUE \$255.70**

**PAYMENT MUST REACH US BY 01/28/2015**



**Water Usage Profile**

DATE	THOUS. GAL	DAYS	CURRENT CHARGES
01/08/2015	48	30	\$255.70
12/09/2014	51	30	\$267.80
11/09/2014	72	33	\$394.85
10/07/2014	53	29	\$279.90
09/08/2014	50	32	\$261.75
08/07/2014	75	30	\$413.00
07/08/2014	82	32	\$429.99
06/08/2014	43	30	\$201.70
05/07/2014	33	30	\$146.80
04/07/2014	37	31	\$167.80
03/07/2014	34	29	\$151.55
02/06/2014	29	30	\$126.80
01/07/2014	49	33	\$235.60

Indicate address changes below. Please detach and return bottom portion with your payment.

**DEPARTMENT OF WATER SUPPLY**  
 County of Maui  
 200 South High Street  
 Wailuku, HI 96793-2155



**ACCOUNT NUMBER**  
 2296909007

**PAYMENT MUST REACH US BY**  
 01/28/2015

PAYMENT MUST REACH US BY date applies to Current Charges only. All past due amounts are due immediately.

**TOTAL AMOUNT DUE**  
**\$255.70**

**AMOUNT ENCLOSED - MAUI**



THANK YOU

Make checks payable to: DEPARTMENT OF WATER SUPPLY



599 1 AV 0.381  
**SHEEHAN, MARK**  
**PO BOX 429**  
**MAKAWAO, HI 96768-0429**

H8M685818  
 ST. 16RPP-020-13  
 000599

EXHIBIT "B-049"

3000022969090070000025570000000000004



DATE	PAYMENTS/ADJUSTMENTS/CHARGES	AMOUNT	BALANCE
	<b>Previous Balance</b>		267.80
12/17/2014	Payment	-267.80	
	<b>Balance Before Current Charges</b>		0.00
<b>General Use Water Charges 12/10/2014 to 01/08/2015</b>			
	Tier 1 = 5 Kgal @ \$1.90	9.50	
	Tier 2 = 10 Kgals @ \$3.60	36.00	
	Tier 3 = 20 Kgals @ \$5.40	108.00	
	Tier 4 = 14 Kgals @ \$6.05	84.70	
	Water Usage Charge (per 1000 gallons)	238.20	
	Water Meter Service Charge	17.50	
	<b>Total Water Charges</b>		255.70
Meter No: 19789239 Curr Rdg: 2971.000 Prev Rdg: 2922.000 Cons: 49.000 thousand gals			
<b>TOTAL AMOUNT DUE</b>			<b>\$255.70</b>

PAYMENT MUST REACH US BY 01/28/2015

AS AN ADDED CONVENIENCE BILL PAYMENTS NOW ACCEPTED ON THE LOBBY LEVEL (2ND FLOOR) OF THE MAUI COUNTY BUILDING. WINDOW HOURS: 8:00 a.m. to 3:45 p.m. Mon-Fri except holidays.

**PAYING YOUR BILL**

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**NOT PAYING YOUR BILL ON TIME**

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**MOVING/VACATING**

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**DEPARTMENT OF WATER SUPPLY**

Maui Office..... 808-270-7790  
 Trouble Calls (24 hours)..... 808-270-7633  
 Tips for efficient water use..... 808-244-8550  
 Molokai Office..... 808-853-3531

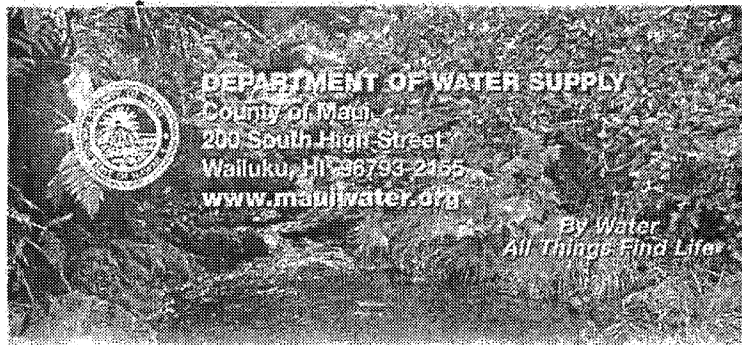
**DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

Sewer Bill..... 808-270-7420  
 Trouble Calls (24 hours)..... 808-243-7465

To ensure proper credit to your account, do not punch holes, staple, fold or mutilate this form. Thank you.  
 Please make sure the address appears in the envelope window.



Department of Water Supply  
 County of Maui  
 PO Box 29150  
 Honolulu, HI 96820-1550



**TOTAL WATER CHARGES \$23.20**

Water Questions? Call the Department of Water Supply at 808-270-7730  
 Water Trouble? Call 808-270-7633 (24 hours)  
 Office Hours: Monday thru Friday 7:45 am to 4:30 pm  
 Window Hours: Monday thru Friday 8:00 am to 4:00 pm

**TOTAL SEWER CHARGES \$37.15**

Sewer Questions? Call the Department of Environmental Management, Wastewater Reclamation Division at 808-270-7420  
 Sewer Trouble? Call 808-243-7465 (24 hours)  
 Office Hours: Monday thru Friday 7:00 am to 3:30 pm

**ACCOUNT INFORMATION**

Account Number: **1173406364**  
 Name: KING, MAURY  
 Premise Name: 403 MAIKA ST/LOT 123  
 Address: 403 MAIKA ST  
 Billing Date: 01/22/2015

**WATER & SEWER BILLING SUMMARY** (See back for details)

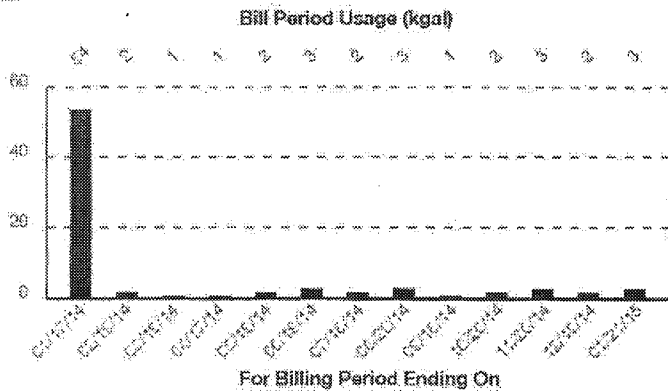
Previous Balance: \$54.90  
 Payments: -\$54.90  
 Adjustments: \$0.00  
 Corrections: \$0.00  
 Current Charges: \$60.35

**TOTAL AMOUNT DUE \$60.35**

PAYMENT MUST REACH US BY 02/11/2015  
 ABP Amount will be deducted on 02/11/2015

**Water Usage Profile**

DATE	THOUS. GAL	DAYS	CURRENT CHARGES
01/21/2015	3	33	\$23.20
12/19/2014	2	29	\$21.30
11/20/2014	3	31	\$23.20
10/20/2014	2	32	\$21.30
09/18/2014	1	29	\$19.40
08/20/2014	3	33	\$23.20
07/18/2014	2	29	\$20.27
06/19/2014	3	31	\$20.40
05/19/2014	2	32	\$18.60
04/17/2014	1	29	\$16.80
03/19/2014	1	28	\$16.80
02/19/2014	2	33	\$18.60
01/17/2014	54	31	\$263.85



Indicate address changes below. Please detach and return bottom portion with your payment.

**DEPARTMENT OF WATER SUPPLY**  
 County of Maui  
 200 South High Street  
 Wailuku, HI 96793-2155



**ACCOUNT NUMBER**  
 1173406364

**PAYMENT MUST REACH US BY**  
 02/11/2015

PAYMENT MUST REACH US BY date applies to Current Charges only. All past due amounts are due immediately.

**TOTAL AMOUNT DUE**  
**\$60.35**

**AMOUNT ENCLOSED - MAUI**

**DO NOT PAY**

THANK YOU

Make checks payable to: DEPARTMENT OF WATER SUPPLY

1779 1 AV B 381  
 KING, MAURY  
 403 MAIKA ST  
 WAILUKU, HI 96793-5429

HBAS6456  
 011099-1940-116  
 001779

EXHIBIT "B-050"

3000011734063640000006035000000000002

DATE	PAYMENTS/ADJUSTMENTS/CHARGES	AMOUNT	BALANCE
	<b>Previous Balance</b>		<b>54.90</b>
01/12/2015	Payment	-54.90	
	<b>Balance Before Current Charges</b>		<b>0.00</b>
	<b>General Use Water Charges 12/20/2014 to 01/21/2015</b>		
	Tier 1 = 3 Kgal @ \$1.90	5.70	
	Water Usage Charge (per 1000 gallons)	5.70	
	Water Meter Service Charge	17.50	
	<b>Total Water Charges</b>		<b>23.20</b>
	Meter No: 29480135 Curr Rdg: 18,000 Prev Rdg: 15,000 Cons: 3,000 thousand gals		
	<b>Single Family Sewer Charges 12/20/2014 to 01/21/2015</b>		
	Sewer Consumption Charge = 3 Kgals @ \$3.55	10.65	
	Sewer Base Charge = 1 units @ \$26.50	26.50	
	<b>Total Sewer Charges</b>		<b>37.15</b>
	<b>TOTAL AMOUNT DUE</b>		<b>\$60.35</b>
	PAYMENT MUST REACH US BY 02/11/2015		

AS AN ADDED CONVENIENCE BILL, PAYMENTS NOW ACCEPTED ON THE LOBBY LEVEL (2ND FLOOR) OF THE MAUI COUNTY BUILDING. WINDOW HOURS: 8:00 a.m. to 3:45 p.m. Mon-Fri except holidays.

#### PAYING YOUR BILL

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#### MOVING/VACATING

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#### DEPARTMENT OF WATER SUPPLY

Maui Office: 808-270-7736  
 Trouble Calls (24 hours): 808-270-7633  
 Tips for efficient water use: 808-244-8550  
 Molokai Office: 808-553-2531

#### DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

Sewer Bill: 808-270-7420  
 Trouble Calls (24 hours): 808-243-7465

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Department of Water Supply  
 County of Maui  
 PO Box 29150  
 Honolulu, HI 96820-1550

1955 Main Street, Suite 200  
Wailuku, HI 96793

T: 808.244.7005  
F: 808.244.9026



February 9, 2015

Mr. Caleb P. Rowe, Deputy Corporation Counsel  
County of Maui  
Department of the Corporation Counsel  
200 South High Street, 3<sup>rd</sup> Floor  
Wailuku, HI 96793

1055.146325

Subject: Petition to Amend Interim Instream Flow Standards for Waikamoi, Puohokamo, Haipuaena, Punalau/Kolea, Honomanu, West Wailuaki, East Wailuaki, Kopiliula, Puakaa, Waiohue, Paakea, Kapaula & Hanawi Streams; Case No. CCH-MA13-01

Dear Mr. Rowe,

I have evaluated the economic impacts presented in my report dated December 23, 2014 on a per-meter basis. There are a total of 35,866 water meters connected to the DWS water systems on Maui and Molokai. Table 1 presents the economic impacts presented in the report summary expressed on a per-meter basis.

Table 1. Economic Impacts per Water Meter

Scenario	Economic Impact over 25 Years	
	Total	Per Water Meter
15 mgd reduction of Wailoa Ditch flow	\$21 million	\$586
22 mgd reduction of Wailoa Ditch flow	\$33 million	\$920
1 mgd source reduction to WTP (impact varies with facility)	\$56 million to \$84 million	\$1,561 - \$2,342

The economic benefit of increased reliable surface water supplies is \$11 million to \$37 million per million gallons per day (mgd), depending on the WTP that is affected. The corresponding per-meter benefits are \$307/mgd/meter to \$948/mgd/meter, depending on the WTP that is affected.

Very truly yours,

Brown and Caldwell

Craig C. Lekven, P.E.  
Supervising Engineer

CCL:ic

EXHIBIT "B-051"

IN THE CIRCUIT COURT OF THE SECOND CIRCUIT  
STATE OF HAWAII

THE COALITION TO PROTECT  
EAST MAUI WATER RESOURCES, an  
unincorporated association; HUI ALANUI O  
MAKENA, a Hawaii non-profit corporation;  
THE SIERRA CLUB, a California non-profit  
corporation registered to do business in the  
State of Hawaii; MARK SHEEHAN;

Plaintiffs,

vs.

THE BOARD OF WATER SUPPLY,  
COUNTY OF MAUI; DEPARTMENT OF  
WATER SUPPLY, COUNTY OF MAUI,  
GEORGE TENGAN, in his capacity as  
Director of the Water Department, County of  
Maui; and JOHN DOES 1-100,

Defendants.

CIVIL NO. 03-1-0008(3)  
(Declaratory Judgment and other Civil Action)

DECLARATION OF DAVID TAYLOR

DECLARATION OF DAVID TAYLOR

I, DAVID TAYLOR, hereby declare as follows:

1. I am employed by the County of Maui as the Director of the Department of Water Supply ("DWS"). I have held that position since January 2, 2011. I have personal knowledge of the matters stated in this Declaration, except as to matters stated on information and belief, as to those matters, I believe them to be true. If called upon, I could testify competently thereto.

2. DWS has several separate water systems that serve potable water to the general public. DWS's Central Maui system serves the communities of Paia, Waihee, Waiehu, Waikapu, Maalaea, Kahului, Kihei, Wailua, and Makena, among others.

EXHIBIT "B-052"

3. Pursuant to Maui County Charter ("Charter") Chapter 11, the Department of Water Supply is directed to "manage and operate all water systems owned by the County." County Charter, § 8-11.2.

4. The Charter also states that "[i]n order to protect and manage the water resources in the county, the department... shall make studies, surveys, and investigations relating to the locations and sources of water supply within the county, the amounts available for current and prospective uses, the water resources which may be available for such uses and the maximum sustainable yield of such sources." County Charter, § 8-11.2(2).

5. As Director of the Department of Water Supply, I must "[a]dminister the affairs of the Department of Water Supply." County Charter, § 8-11.6(1).

6. In early 2011 and 2012, I requested meetings with Stephen Anthony and Stephen Gingerich of the United States Geological Survey (USGS). I asked them what studies they believed needed to be conducted to discern whether withdrawal of groundwater from the geographic area of the 2003 consent decree, would affect stream flow in east Maui.

7. On May 11, 2011, I received an initial proposal from Stephen Anthony at USGS, representing the studies they recommended be conducted for "Phase I" and their associated costs. Attached as Exhibit K to the County's Motion to Modify, or Alternatively Vacate, the 2003 Consent Decree ("County Motion") is a true and correct copy of the May 11, 2011 letter I received from Stephen Anthony.

8. Upon information and belief, Deputy Corporation Counsel Jane Lovell presented this proposal to Plaintiffs' counsel sometime in May of 2011. Thereafter, I attended several meetings with Plaintiffs' counsel, Isaac Hall and/or Plaintiffs' expert, including those on May 11,

2011; July 5, 2011; and October 16, 2012. The purposes of these meetings was to get Plaintiffs' input, or consultation, on the proposed USGS plan.

9. In July 2012 I received "Phase 2" of the USGS study plans, again from Stephen Anthony. This plan was also forwarded to Plaintiffs for review. Attached as Exhibit \_\_\_ to the County Motion is a true and correct copy of the July 2012 USGS Plan I received from Stephen Anthony, Direct of USGS, with associated costs.

10. After this period of consultation, believing that we were acting within the terms of the Consent Decree, DWS moved forward with the proposal and put the test wells out to bid.

11. The wells put out to bid were 6-inch diameter wells specifically designed, and solely intended to be used to test the hydrologic properties of the geology and hydrologic make-up in the designated region of east Maui.

12. I am informed and believe that the wells put out to bid could not be used for the extraction of groundwater: both because they will likely be placed in an unsaturated zone, and they cannot extract production-quantities of water on any scale. In this way, they are entirely different than the wells outlined in section 8 of the consent decree.

13. While I have been Director of the Department of Water Supply, DWS has been frustrated from "making studies, surveys, and investigations" regarding water source locations, and sources of water supply within the County." The grounds for these injunctions have cited, *inter alia*, violations of the consensus and consultation requirement in Sections 5 and 8 of the Consent Decree.

14. While I have been Director of the Department of Water Supply, DWS has been frustrated from "making studies, surveys, and investigations" regarding the "amounts available for

current and prospective uses." The grounds for these injunctions have cited, *inter alia*, violations of the consensus and consultation requirement in Sections 5 and 8 of the Consent Decree.

15. While I have been Director of the Department of Water Supply, DWS has been frustrated from "making studies, surveys, and investigations" into what water resources "may be available for such uses and the maximum sustainable yield of such sources." The grounds for these injunctions have cited, *inter alia*, violations of the consensus and consultation requirement in Sections 5 and 8 of the Consent Decree.

16. The County has no current plans to develop groundwater from east Maui.

17. DWS intends to use the data drawn from the USGS proposed test wells as a first step to discern whether withdrawal of groundwater from this region is feasible, desirable, and/or cost-effective.

18. Only after many studies have been done, and data has been gathered, will DWS make any determination that the geographic region of east Maui is a feasible, desirable, and cost-effective location to extract groundwater.

19. DWS cannot and/or will not undertake an EA/EIS until it has formulated a plan or intent to develop groundwater in East Maui.

I, DAVID TAYLOR, declare under penalty of law that the foregoing is true and correct.

DATED: Wailuku, Maui, Hawaii, December 23, 2014.

  
DAVID TAYLOR



## SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims ("Agreement") is entered into by Plaintiff Board of Water Supply of the County of Maui ("Plaintiff"), on the one hand, and The Dow Chemical Company, Occidental Chemical Corporation, successor-in-interest to Occidental Chemical Company, Occidental Petroleum Corporation, Shell Oil Company, individually and dba Shell Chemical Company, AMVAC Chemical Corporation, American Vanguard Corporation, Brewer Environmental Industries LLC, Maui Pineapple Company, Ltd. and Maui Land and Pineapple Company, Inc. (collectively "Defendants"), on the other hand.

### RECITALS

#### Case Name:

1. There is now pending in the Second Circuit Court of the State of Hawaii a civil action entitled "*Board of Water Supply of the County of Maui v. Shell Oil Company, et al.*," Civil Case No. 96-0370(1) (the "Action").

#### Intent:

2. Plaintiff and Defendants have entered into this Agreement to resolve with finality the Action, as well as all past, pending, potential, continuing and future DBCP claims between them and to avoid the expense of further litigation.

3. In consideration for this Agreement, Defendants agree to pay as tort damages \$3,000,000 in settlement of the Action, consisting of the sums of \$1,791,231 for the capital cost of GAC facilities for the Napili A well, \$404,769 for certain past DBCP related costs, and \$804,000 for the cost of the Hamakuapoko 1999 Drought Emergency GAC facility. Defendants also agree (subject to certain limitations) to pay certain sums for the installation and operation of carbon filtration systems (hereinafter "GAC") or alternative remedies to assist Plaintiff in complying with the Maximum Contaminant Level ("MCL") for DBCP on the Island of Maui until September 1, 2039 (a period of forty (40) years).

### DEFINITIONS

4. The following definitions apply throughout this Agreement:

a. "Defendants", as the term is used throughout this Agreement, refers collectively to defendants The Dow Chemical Company, Occidental Chemical Corporation, successor-in-interest to Occidental Chemical Company, Occidental Petroleum Corporation, Shell Oil Company, individually and dba Shell Chemical Company, AMVAC Chemical Corporation, American Vanguard Corporation, and Brewer Environmental Industries, LLC, and third-party defendants Maui Land and Pineapple Company, Inc., and Maui Pineapple Company, Ltd. and each of them, and all of their predecessors and successors, their current and former parent and subsidiary companies, divisions and affiliates.

b. "DBCP" refers to 1,2-dibromo-3-chloropropane, and all products containing said compound, including, without limitation, Dow "Fumazone," Occidental "BBC" and "DBCP," Nematocide Granules 50, Nematocide 12.1 EM, Nematocide 15.1 EM, Nematocide Solution 17.1 and Shell "Nemagon".

c. The term "Maximum Contaminant Level" or "MCL" refers to a limit concerning the concentration of DBCP in drinking water supplies enforced by a public agency which applies to Plaintiff. At present, the MCL for DBCP enforced by the Hawaii Department of Health ("DOH") is 40 parts per trillion (ppt), or 0.04 parts per billion (ppb). The parties anticipate that during the period covered by this Agreement the name of the governmental entity enforcing the MCL, the numerical limit, and/or the terminology used to describe the limit may change. This Agreement is intended to secure compliance with whatever MCL is applicable and enforceable at the relevant time during the term of this Agreement.

d. The terms "Exceeds the MCL" or "Exceeded the MCL" refer to a potential situation where either: (1) Plaintiff's well exceeds the MCL for DBCP when tested for the applicable regulatory period; (2) a regulatory authority directs Plaintiff to stop using a well or refrain from connecting a well to its water system unless Plaintiff remediates DBCP in the well; or (3) the well is tested quarterly and the total of such quarterly test results exceeds the applicable MCL when divided by four (4).

e. "CPI" refers to the Consumer Price Index, all urban consumers, water and sewerage maintenance, issued by the U.S. Bureau of Labor Statistics, or its successor, as adjusted for projects in Hawaii.

- f. (i) "Napili A" refers to Plaintiff's well, Hawaii State No. 5838-01.
- (ii) "Honokahua A" refers to Plaintiff's well, State No. 5838-03.
- (iii) "Hamakuapoko 1" refers to Plaintiff's well, State No. 5420-02.
- (iv) "Hamakuapoko 2" refers to Plaintiff's well, State No. 5320-01.
- (v) "Haiku well" refers to Plaintiff's well, State No. 5419-01.

g. "Existing Wells" refers to all wells on the Island of Maui which were drilled, owned, and/or operated by Plaintiff before the effective date of this Agreement.

h. "Hamakuapoko 1999 Drought Emergency GAC" refers to the temporary installation of GAC on Hamakuapoko Wells Nos. 1 and 2 during the 1999 Upcountry Drought Emergency.

i. "Future Wells" refers to drinking water wells on the Island of Maui, which are drilled and/or acquired by Plaintiff after the effective date of this Agreement.

j. The term "GAC" refers to granular activated carbon facilities for removal of DBCP from water.

k. The term "O&M" refers to the cost of operation and maintenance of GAC or other method used to remove DBCP from water, including, but not limited to, vessel replacement due to age and/or wear and tear.

l. "Regularly Scheduled Well Test" currently means a quarterly raw water analysis conducted by or on behalf of Plaintiff, or for such other period as may be required by any state or federal law or regulator.

m. The term "Regular Use" means a Plaintiff well that has a utilization rate of 10% or more, averaged over a year where water from the well is introduced into the water distribution system.

n. The term "In Operation" refers to that period of time (measured in days) when GAC is installed on an active Plaintiff well and: (1) it is actually removing DBCP from the water; (2) it is not removing DBCP because the well on which it is installed is not pumping due to regular water demand fluctuations; or (3) it is undergoing ordinary maintenance or carbon change-out.

o. "Defendants' Representative" refers to the law firm of Filice, Brown, Eassa & McLeod, LLP, 1999 Harrison Street, 18<sup>th</sup> Floor, Oakland, California 94612-3541, or such other successor, person or entity designated by Defendants in the future.

p. "Plaintiff's Representatives" refers to the Corporation Counsel, County of Maui, 200 South High Street, Wailuku, Maui, Hawaii, and Miller, Sher & Sawyer, A Professional Corporation, 7 Park Center, Suite 1, Sacramento, California 95825, or such other successor, person or entity designated by Plaintiff in the future.

q. The term "Notice to Proceed" refers to a notice from Plaintiff to a contractor to construct a GAC facility, or alternative technology facility.

r. "DOH" refers to the Hawaii Department of Health or any successor entity charged by the State of Hawaii with regulating water quality.

- s. "Event of Default" refers to any of the following events:
- (i) under the terms of paragraph 46, Defendants fail to pay Capital Costs within 30 days of receiving a Notice to Proceed;
  - (ii) under the terms of Paragraph 47, Defendants fail to make a timely payment for O&M Costs;
  - (iii) under the terms of Paragraph 48, Defendants fail to provide a replacement Letter of Credit.

#### GENERAL SUMMARY OF TERMS OF AGREEMENT

5. As more specifically described below, in consideration for this Agreement:

##### Past and Present Costs

6. On or before September 1, 1999, Defendants will make a cash payment as tort damages to Plaintiff and its attorneys of record, "Miller, Sher & Sawyer, a professional corporation," in the amount of Three Million Dollars (\$3,000,000), provided Plaintiff has executed this Agreement. This represents a total of \$1,791,231 for the capital cost of GAC facilities for the Napili A well, \$804,000 for the cost of the Hamakuapoko 1999 Drought Emergency GAC, and \$404,769 for other past DBCP-related costs.

7. Third-party defendant, Maui Land and Pineapple Company hereby releases any claim for past transfers of land to Plaintiff in West Maui. Plaintiff will participate in separate negotiations with Maui Land and Pineapple Company to install, operate and maintain a 2.5 inch high density polyethylene (HDPE) pipeline, or its equivalent, and appurtenances, across Maui Land and Pineapple Company land, to connect with the nearest connection to Plaintiff's water system in the Honokahou Valley.

#### Capital Costs of GAC Facilities For Certain Wells

8. It is anticipated that during the term of this Agreement the concentration of DBCP in the Hamakuapoko 1 and 2, Honokahua A and Haiku wells may Exceed the MCL. Defendants will reimburse Plaintiff during the term of this Agreement for 100% of the capital costs of GAC for each such Well that Exceeds the MCL. Defendants have agreed to make specified payments, as set forth in subparagraphs (i) through (iv), to defray the expense of installing GAC on these wells.

i. Defendants shall pay 100% of the sum of One Million Eight Hundred Thousand Dollars (\$1,800,000) for wells that can be treated with two (2) GAC vessels (that is, a well with a yield of 750 gallons per minute ("gpm") or less);

ii. Defendants shall pay 100% of the sum of \$2,400,000 for well(s) which can be treated with three GAC vessels (that is, well(s) with a yield of more than 750 gpm and less than 1,500 gpm);

iii. Defendants shall pay 100% of the sum of \$ 600,000 for each additional 750 gpm of yield in a well at or above 1,500 gpm, in addition to the base amount of \$2.4 million;

iv. Defendants' obligations to pay capital costs under this paragraph shall be reduced by \$100,000 for wells with no pump or a non oil-lubed pump;

v. Capital costs to be paid under this Agreement after January 1, 2000 shall be adjusted by the CPI annually, pursuant to Paragraph No. 29 (CPI Adjustment).

#### Capital Costs of GAC Facilities For Other Wells

9. It is anticipated during the term of this Agreement that the concentration of DBCP in some other Existing and Future Wells may Exceed the MCL. Defendants will reimburse Plaintiff during the term of this Agreement for the capital costs of GAC for each other Existing and Future Well that Exceeds the MCL. Defendants have agreed to make specified payments, as set forth in subparagraphs (i) through (iv), to defray the expense of installing GAC on these wells.

i. Defendants shall pay 90% of the sum of One Million Eight Hundred Thousand Dollars (\$1,800,000) for wells that can be treated with two (2) GAC vessels (that is, a well with a yield of 750 gallons per minute ("gpm") or less);

ii. Defendants shall pay 90% of the sum of \$2,400,000 for well(s) which can be treated with three GAC vessels (that is, well(s) with a yield of more than 750 gpm and less than 1,500 gpm);

iii. Defendants shall pay 90% of the sum of \$600,000 for each additional 750 gpm of well capacity at or above 1,500 gpm, in addition to the base amount of \$2.4 million;

iv. Defendants' obligations to pay capital costs under this paragraph shall be reduced by \$100,000 for all future wells and existing wells with no pump or a non oil- lubed pump;

v. Capital costs to be paid under this Agreement after January 1, 2000 shall be adjusted by the CPI annually, pursuant to Paragraph No. 29 (CPI Adjustment).

#### **Reimbursement For Operations and Maintenance ("O&M") Of GAC**

10. Defendants will reimburse Plaintiff during the term of this Agreement for O&M of GAC for each Plaintiff well that Exceeds the MCL as follows: Napili A, Honokahua A, Hamakuapoko 1 and 2, and the Haiku Wells shall each qualify for 100% of O&M at the annual rate of \$68,500 for a two-vessel facility, \$74,500 for a three-vessel facility, and an additional \$6,000 for O&M for each additional vessel, adjusted by the CPI as set forth in Paragraph No. 29. Existing and Future Wells which are treated with GAC under this Agreement shall qualify for O&M at 90% of the O&M per vessel rate set forth in this paragraph, adjusted by the CPI as set forth in Paragraph No. 29. The number of vessels for which Defendants will pay will be based on well yield and will be determined pursuant to Paragraph No. 20 (for the Honokahua A, Hamakuapoko 1 and 2, and Haiku wells) or Paragraph No. 23 (for other Existing or Future Wells).

i. The O&M payments specified above shall be made on or before January 10, 2000, and each successive year thereafter. The payments made shall be adjusted by the CPI annually pursuant to Paragraph No. 29.

ii. Defendants' obligation to pay annual O&M under this Agreement ends on September 1, 2039.

#### **Limitation on Number of Wells**

11. The number of wells for which Defendants will be obligated to pay for the capital and O&M costs for GAC is limited to fifty (50) wells.

#### **Termination Of Obligations**

12. Any obligation of Defendants to make any payment under this Agreement will end on September 1, 2039, provided that all payments due as of that date have been made.

### **TERMS OF AGREEMENT**

#### **Dismissal of Actions**

13. Plaintiff agrees to dismiss with prejudice Defendants and the Action in its entirety, and Plaintiff further agrees to release and waive all rights to bring any future DBCP claims, lawsuits or actions arising in whole or in part from the past, present, continuing or future presence of DBCP in Plaintiff's wells on the Island of Maui, subject to the exceptions set forth in Paragraph

42 [indemnity] and Paragraph 43 [claims related to the Islands of Molokai and/or Lanai].

#### Denial of Liability

14. This Agreement is not an admission of liability, nor an admission that any of the facts alleged by Plaintiff are true, nor an admission that the Action or any portion thereof asserted by Plaintiff are well-founded, and Defendants deny that they, or any of them, are liable to Plaintiff for any of the claims asserted in the Action.

#### Joint Tortfeasor Release

15. It is understood, agreed, and intended as follows:

a. The release contained in Paragraph 57 of this Agreement (the "Release") is intended to be and shall be construed as a joint tortfeasor release, and any damages otherwise recoverable by the Board against any other persons (natural, corporate, or otherwise) in connection with events and transactions which are the subject of the release shall be and hereby are reduced to the extent of (1) the consideration paid for this Release, or (2) the pro rata share that Defendants would be responsible to pay to the Board if it were determined that Defendants were jointly liable to the Board, whichever is greater.

b. The Release is given and taken pursuant to the provisions of the Uniform Contribution Among Tortfeasors Act, sections 663-11 through 663-17, Hawaii Revised Statutes, as amended ("UCATA"), and shall operate to release Defendants from any and all liability to make contribution for the Covered Claims (as that term is defined in the statute) to any person found to be a joint tortfeasor with Defendants.

c. The parties hereto intend that the Release and provisions of UCATA shall be applicable to all Covered Claims, whether asserted under federal statutes or under Hawaii statutes or under common law, including claims to which UCATA may not otherwise (in the absence of this Release) apply.

#### Payment for Past and Present Costs

16. Plaintiff agrees to release Defendants from all claims for DBCP-related costs incurred to date by Plaintiff, including, but not limited to, the capital costs of GAC on the Napili A well, the costs of the 1999 Hamakuapoko Drought Emergency GAC, and certain other costs, for which Defendants agree to pay Plaintiff as tort damages the amount of Three Million Dollars (\$3,000,000), payable to "Board of Water Supply of the County of Maui and its attorneys of record, Miller, Sher & Sawyer, a professional corporation," on or before September 1, 1999, if Plaintiff has executed this Agreement.

#### Payment for O&M Costs

17. On or before January 10 of each year, Defendants will reimburse Plaintiff for O&M of GAC for the preceding year in conformity with this Agreement, if GAC was in place and In Operation during the preceding year. The first payment will be made on or before January 10, 2000, for the portion of 1999, if any, that such facilities were in operation. Defendants will reimburse Plaintiff for O&M on the Hamakuapoko 1999 Drought Emergency GAC for each

month GAC was in place and in operation at least 10% of the month at a monthly rate of \$5,708. Reimbursement for O&M costs will be requested and paid in accordance with the terms of paragraph 47.

18. The amounts payable for O&M for GAC will be adjusted by the CPI annually, pursuant to Paragraph No. 29.

#### CERTAIN WELLS THAT EXCEED THE MCL

19. If the concentration of DBCP in the Honokahua A, Hamakuapoko 1, Hamakuapoko 2, and/or the Haiku wells Exceeds the MCL, then upon issuance of a Notice to Proceed for installation of GAC facilities on any such well, Defendants will pay 100% of the capital costs and O&M for GAC on those wells.

#### Capital Costs

20. Capital costs associated with installation of GAC for the Honokahua A, Hamakuapoko 1, Hamakuapoko 2, and/or the Haiku wells are determined as follows:

a. Plaintiff will determine the number of GAC vessels to be installed for a well(s) that Exceeds the MCL based on actual peak well yield capacity as follows: Up to 750 gpm (two vessel), and 751-1,500 gpm (three vessels). One additional vessel will be installed for each additional 750 gpm increment, or fractions thereof, in actual peak well capacity. Plaintiff may locate vessels on a well site, a remote site or at a centralized site at its option.

b. The capital costs of which Defendants will pay 100% are as follows: two vessels -- \$1, 800,000, three vessels -- \$2, 400,000. Defendants will pay 100% of an additional \$600,000 for each additional vessel above three. Defendants' obligations to pay capital costs under this paragraph shall be reduced by \$100,000 for any of these wells with no pump or a non oil-lubed pump. The foregoing amounts are deemed to include, but are not limited to, the costs of land acquisition, design, and construction of GAC.

c. Subject to Defendants' obligation to reinstall GAC on previously treated wells from which GAC has been removed, capital costs of which Defendants will pay 100% do not include the costs of GAC vessel replacement, including due to age or wear and tear. (See Paragraph No. 4 k.) Such vessel replacement costs are included in, and/or to be paid by Plaintiff out of, O&M.

d. Reimbursement will be requested and paid in accordance with Paragraph No. 46.

#### O&M Costs

21. The O&M costs on the Honokahua A, Hamakuapoko 1, Hamakuapoko 2, and/or Haiku wells are determined as follows:

a. O&M costs will be based on well yield as follows: Up to 750 gpm (two vessels), \$68,500/year; 751-1,500 gpm (three vessels), \$74,500/year; and an additional \$6,000/year for each additional 750 gpm of well yield.

b. On or before January 10 of each year, for each such well, Defendants will reimburse Plaintiff for 100 percent of the O&M of GAC for the preceding year if GAC was In Operation on such well during the preceding year.

c. For any such well for which GAC has been In Operation for less than one year, Defendants' obligation to reimburse Plaintiff for O&M will be limited to 100% of the monthly per vessel rate set forth in Paragraph No. 21 e. for O&M of GAC for each month GAC was In Operation.

d. Defendants' obligation to pay annual O&M on any such well, as set forth above, will be conditioned on Plaintiff's Regular Use of such well. For any such well with an average annual utilization rate of less than 10%, Defendants will pay O&M of \$1,000 for such well for each month GAC was In Operation if GAC was not installed and In Operation for the entire year.

e. For any such well at which GAC was In Operation for less than one year, the payment will be a calculated amount for each month the GAC was In Operation for more than fifteen (15) days. The amount paid for each month under this paragraph will be calculated by dividing 12 into the annual rate for O&M payments set forth under subparagraph (a) above.

f. The amounts payable for capital costs for the Honokahua A, Hamakuapoko 1, Hamakuapoko 2, and/or Haiku wells under Paragraph 20 will be adjusted by the CPI annually, pursuant to Paragraph No. 29. The amounts payable for O&M for such wells under Paragraph No. 21 will be adjusted by the CPI annually, pursuant to Paragraph No. 29.

g. Reimbursement will be requested and paid in accordance with the terms of Paragraph No. 47.

#### OTHER WELLS THAT EXCEED THE MCL IN THE FUTURE

22. Where Existing or Future Wells Exceed the MCL, Defendants will pay 90% of the capital costs and O&M for GAC on those Wells, upon Plaintiff's issuance of a Notice to Proceed for installation of GAC facilities on any Existing or Future Wells.

#### Capital Costs

23. Capital costs associated with installation of GAC for Existing or Future Wells are determined as follows:

a. Plaintiff will determine the number of GAC vessels to be installed for a well(s) that Exceeds the MCL based on actual peak well yield capacity as follows: Up to 750 gpm (two vessel), and 751-1,500 gpm (three vessels). One additional vessel will be installed for each additional 750 gpm increment, or fractions thereof, in actual peak well capacity. Plaintiff may locate vessels on a well site, a remote site or at a centralized site at its option.

b. The capital costs of which Defendants will pay 90% are as follows: two vessels -- \$1, 800,000, three vessels -- \$2, 400,000. Defendants will pay 100% of an additional \$600,000 for each additional vessel above three. Defendants' obligations to pay capital costs under this paragraph shall be reduced by ninety percent (90%) of \$100,000 for all future wells and for existing wells with no pump or a non oil-lubed pump. The foregoing amounts are



deemed to include, but are not limited to, the costs of land acquisition, design, and construction of GAC.

c. Subject to Defendants' obligation to reinstall GAC on previously treated wells from which GAC has been removed, capital costs of which Defendants will pay 90% do not include the costs of GAC vessel replacement, including due to age or wear and tear. (See Paragraph No. 4 k.) Such vessel replacement costs are included in, and/or to be paid by Plaintiff out of, O&M.

d. Reimbursement will be requested and paid in accordance with Paragraph No. 46.

#### O&M Costs

24. The O&M costs on Existing and Future Wells are determined as follows:

a. O&M costs will be based on well yield as follows: Up to 750 gpm (two vessels), \$68,500/year; 751-1,500 gpm (three vessels), \$74,500/year; and an additional \$6,000/year for each additional 750 gpm of well yield.

b. On or before January 10 of each year, for each Existing and/or Future Well, Defendants will reimburse Plaintiff for 90 percent of the O&M of GAC for the preceding calendar year, if GAC was In Operation on such Existing or Future Well for the entire year.

c. For any Existing and/or Future Well for which GAC has been In Operation for less than one year, Defendants' obligation to reimburse Plaintiff for O&M will be limited to 90% of the monthly per vessel rate set forth in Paragraph No. 24 e. for O&M of GAC for each month GAC was In Operation.

d. Defendants' obligation to pay annual O&M on any Existing or Future Well, as set forth above, will be conditioned on Plaintiff's Regular Use of such Well. For any Existing or Future Well with an average annual utilization rate of less than 10%, Defendants will pay O&M of \$1,000 for such Well for each month GAC was in operation (if GAC was not installed and In Operation for the entire year).

e. For any Existing and/or Future Well at which GAC was In Operation for less than one year, the payment will be a calculated amount for each month the GAC was In Operation for more than fifteen (15) days. The amount paid for each month under this paragraph will be calculated by dividing 12 into the annual rate for O&M payments set forth under subparagraph (a) above.

f. Reimbursement will be requested and paid in accordance with the terms of Paragraph No. 47.

#### CPI

25. The amounts payable for capital costs for wells under Paragraphs 20 and 23 will be adjusted by the CPI annually, pursuant to Paragraph No. 29. The amounts payable for O&M for wells under Paragraphs 21 and 24 will also be adjusted by the CPI annually, pursuant to

Paragraph No. 29.

Selection of Alternative Sites for Future Wells

26. Future Wells (other than wells under construction as of the date this Agreement is fully executed) constructed by Plaintiff or contractors retained by Plaintiff, must be in substantial compliance with the following procedures before Plaintiff may obtain reimbursement from Defendants for the cost of constructing, operating or maintaining GAC on such well.

a. Plaintiff shall select a proposed well site and notify Defendants' representative thereof, and provide Defendants with available relevant information concerning the presence of DBCP in groundwater underlying the site, including historic land use information, hydrogeologic characteristics and DBCP test results (if any).

b. Defendants shall have 21 days after receipt of said notice to notify Plaintiff that: (1) Defendants do not object to Plaintiff proceeding with the production well at that location, or (2) a pilot test well should be drilled and tested at that location (at defendants' sole expense), or (3) an alternative well site should be considered.

c. If Defendants request a pilot test well at the proposed well site, Defendants shall have 15 days after receipt of test results from that pilot test well to notify Plaintiff that Defendants do not object to Plaintiff proceeding with the production well at that location or that an alternative well site should be considered.

d. If Defendants notify Plaintiff to consider an alternative well site, Defendants' representative must meet and confer with Plaintiff's representative to select an alternative site at least one-half mile from any existing or planned Plaintiff well, and within one-half mile of the connection to Plaintiff's water system that would have been serviced by the original well site. After consideration of potential environmental issues, Plaintiff shall not unreasonably withhold consent for the selection of alternative well sites. If Plaintiff or a controlling regulatory entity determines that a proposed alternative well site is too environmentally sensitive to be used for a production well, Plaintiff shall promptly notify Defendants of that determination so that the parties may consider additional alternative well sites. Potential environmental issues may be identified through existing documents (if any) prepared pursuant to the Hawaii Environmental Policy Act, or otherwise, that assess the original well site and include the alternative well site as a project alternative. Nothing in this Agreement shall impose any additional environmental analysis obligations on Plaintiff under the Hawaii Environmental Policy Act or otherwise.

e. The parties shall also meet and confer regarding the estimated cost of constructing, operating, and maintaining the well at the alternative well site. The parties intend that should the construction of a well proceed at an alternative well site, any estimated increased costs (compared to the original well site) incurred in connection with constructing, connecting, operating and maintaining a well at the alternative site shall be borne exclusively by Defendants including, but not limited to:

- (i) the cost of acquiring at least 20,000 square feet of land for the well site and any treatment facilities which may be required;
- (ii) the cost of drilling, constructing, and connecting the well to Plaintiff's distribution system, all in conformance with Plaintiff's standard specifications and construction standards;

- (iii) the cost of any electrical costs (see attached formula, Exhibit A) and/or pressure reducing facilities associated with the alternative site;
- (iv) the cost of constructing and maintaining and/or obtaining easements for any access road to the replacement well;
- (v) the cost of obtaining all necessary permits and authorizations, including, but not limited to, those required by the Hawaii Environmental Policy Act and the Department of Land and Natural Resources and/or successor legislation;
- (vi) the amount of increased allowance for change orders, based on a 10 percent allowance for such change orders; and
- (vii) all other reasonably anticipated costs associated with the project.

In calculating any increased costs associated with the alternative well site, the parties will subtract the amount Plaintiff would have expended in constructing, connecting, operating and maintaining the well at the original well site from the costs of constructing, connecting, operating, and maintaining the well at the alternative site.

f. Upon completion of the meet and confer process, Plaintiff shall serve a written notice upon Defendants with Plaintiff's itemized comparison of the reasonably anticipated cost of constructing, connecting, operating, and maintaining a well at the original and alternative well sites. If the estimated costs at the alternative site are higher than those estimated at the original well site, Plaintiff may make a demand on Defendants for those increased costs ("Increased Cost Demand").

g. Within twenty-one (21) calendar days of receipt of said itemized comparison, Defendants shall: (1) inform Plaintiff that Defendants do not object to proceeding with construction of a well at the original well site; (2) inform Plaintiff that Defendants agree to pay the Increased Cost Demand; or (3) serve a written notice of specific objections to the Increased Cost Demand together with an estimate by a qualified contractor to perform the work at the alternative well site to Plaintiff's specifications for construction of a well.

h. If the parties are unable to agree on the selection and/or increased cost of the alternative well site, either party may elect to arbitrate the dispute as provided in Paragraph 54. In any such arbitration, Defendants shall bear the burden of proof.

i. In the event new or materially different environmental issues associated with the selection of the alternative well site ("New Issues") are a substantial factor leading to environmental litigation by a third party, then either: (1) Defendants shall assume the cost of defense of that litigation; or (2) if Defendants do not assume the cost of defense of that litigation, Plaintiff may proceed with construction at the original well site with reimbursement by Defendants if the well exceeds the MCL as specified in this Agreement.

j. If Defendants fail to serve Plaintiff with a timely objection to the Increased Cost Demand described above, Plaintiff may elect to proceed with construction at the original well site.

k. If the well constructed at an alternative site fails to yield water that meets all then applicable water quality standards, Defendants shall pay the full cost of installing treatment

facilities to correct any such deficiency and shall reimburse Plaintiff for the full cost of operating and maintaining any such equipment. Defendants' obligation to reimburse Plaintiff for such treatment facilities shall not apply to disinfection facilities or any treatment or other water quality technology which Plaintiff is required to install on all Plaintiff wells In Operation, other than wells treated with GAC.

l. Any well constructed at an alternative site must yield at least eighty percent (80%) as much water (gallons per minute ("gpm")) as the original site selected by Plaintiff.

m. If the well constructed at the alternative well site fails to operate as provided in the previous sub-paragraph, Defendants may elect to construct at their sole expense an additional well to Plaintiff's standards at another site approved by Plaintiff so that the combined flow from both wells equals or exceeds that anticipated at the original proposed site.

n. If Defendants pay the Increased Cost Demand or amount determined in Arbitration under this Agreement, then: (1) any increased capital costs will be paid within 30 days of Defendants' receipt of a notice to proceed to a contractor to construct a well at the alternative well site; and (2) any increased operations and maintenance costs will be adjusted by the CPI under Paragraph No. 29 and January 10 for each preceding year the well is operation during the term of this Agreement.

#### ADMINISTRATIVE APPEALS

27. If a regulatory authority incorrectly, mistakenly, or in excess of its authority directs Plaintiff to stop using a well or refrain from connecting a well to its water system unless Plaintiff remediates DBCP in the well, Plaintiff may, within 60 days of receipt of the directive, petition the regulatory authority for reconsideration of the directive. If Plaintiff chooses not to petition the regulatory authority for reconsideration of the directive, Plaintiff shall notify Defendants and Defendants, at their own expense, may choose to challenge the regulatory authority's decision. Plaintiff shall provide Defendants with information from its files concerning the status of the well in question.

#### CESSATION OF O&M

28. For any Plaintiff well on which GAC or other remediation equipment to remove DBCP is installed, Defendants' obligation to pay O&M shall cease upon the occurrence of the following:

a. If any Regularly Scheduled Well Test for DBCP results in a concentration below the MCL, a second confirming sample will be taken within ten (10) days. If the average of those two samples is below the applicable DBCP MCL, the well is to be tested for the time period specified by the then applicable drinking water regulation. If the average of those tests is below the applicable MCL, Plaintiff may within sixty (60) days of receipt of the laboratory result for the last sample petition DOH for a permit amendment allowing removal of GAC or other DBCP remediation equipment. If the amendment is granted, Defendants' responsibility to pay O&M on the well is terminated thirty (30) days after notification to Plaintiff by DOH of the amendment approval. If Plaintiff chooses not to petition DOH for a permit amendment, Defendants' obligation to pay O&M on the well is terminated on the thirtieth day after the events described in this paragraph.

b. Within 90 days, either DOH will grant Plaintiff's petition, or Plaintiff must make a good faith effort to obtain such relief from DOH. If the petition is denied, Plaintiff shall again petition DOH in a good faith effort to persuade DOH to grant the petition. If the second petition is denied, Plaintiff shall notify Defendants and the parties shall cooperate should Defendants, at their own expense, choose to challenge the DOH decision in Plaintiff's name. Defendants' responsibility to pay O&M on the site or well in question will cease 30 days after DOH grants the petition.

c. Plaintiff is entitled to leave the GAC or other DBCP remediation equipment in place and/or operate same at its own expense for at least twelve (12) months after Defendants' obligation to pay O&M on the well has ceased.

d. If GAC or other DBCP remediation equipment has been removed from a well which has previously been treated and which subsequently requires treatment, the cost of such treatment will be borne by Defendants to the same extent as it was when GAC or other DBCP remediation equipment was originally installed, and will not be counted twice against the well limits set forth in Paragraph No. 30.

#### CPI ADJUSTMENT

29. This Agreement contains provisions for: (a) Defendants' payment of specified sums for the installation of GAC, which are expressed in 1999 dollars, and O&M, which are expressed in 1999 dollars; and (b) credits and offsets to Defendants, which are expressed in 1999 dollars. All payments of capital costs and O&M made by Defendants to Plaintiff and all credits and offsets to which Defendants are entitled under this Agreement for the year beginning January 1, 2000, and each year thereafter will be adjusted according to the CPI. The CPI adjustment shall operate as follows: The payments made, and credits and offsets applied, for the year 2000 shall be adjusted to reflect inflation or deflation pursuant to the CPI, except as limited by this Paragraph, with each successive year's payments being similarly adjusted according to the prior year's inflation or deflation pursuant to the CPI.

a. For the purpose of calculating inflation or deflation for capital costs, 1999 expressed dollars (as established by the June 1999 figure for the CPI) are to be used in this Agreement and are to be modified annually using the June CPI for subsequent years.

b. For the purpose of calculating inflation or deflation for O & M, 1999 expressed dollars (as established by the June 1999 figure for the CPI) are to be used in this Agreement and are to be modified annually using the June CPI for subsequent years. The first CPI adjustment to O&M shall commence with the January 10, 2001 payment using the June 2000 CPI.

#### LIMIT ON NUMBER OF WELLS FOR WHICH DEFENDANTS MAY BE RESPONSIBLE

30. The number of wells for which Defendants will be obligated to pay for the capital and O&M costs for GAC is limited to fifty (50) wells.

#### TERMINATION OF OBLIGATIONS

31. All obligations on the part of Defendants under this Agreement, including but not

limited to payments of capital costs and O&M to Plaintiff, end on September 1, 2039, provided that all payments due as of that date have been paid.

#### RE-USE OF GAC VESSELS

32. As GAC vessels become available when they are taken out of service on wells that no longer require DBCP remediation, Defendants may choose to move those units to another well requiring DBCP remediation. If Defendants pay for the installation or reinstallation of surplus GAC vessels, Defendants will receive a credit of \$95,000 per vessel (adjusted by the CPI) to be applied to Defendants' portion of the capital cost of GAC on any well covered by this Agreement. Defendants will pay for the cost of moving, installing, inspecting, repairing and refilling these units, such activities to be performed by Plaintiff to Plaintiff's standards.

33. If a GAC vessel is moved to another site, and the well on which it had previously been installed once again Exceeds the MCL, then Defendants shall pay the appropriate portion of capital costs and O&M (either 90% or 100%) required to install or reinstall and operate GAC on that well.

#### ALTERNATIVE TECHNOLOGY AND/OR REMEDIES

34. Defendants may propose that Plaintiff utilize a less expensive wellhead treatment method approved by U.S. EPA or State of Hawaii for the remediation of DBCP. Defendants agree to pay the actual cost of designing, procuring, and installing all appropriate equipment and modifications to existing equipment, including capital and O&M costs under the conditions of this Agreement, on any well on which such equipment is installed. If any such less expensive wellhead treatment method is installed, then in lieu of O&M payments for GAC, Defendants will reimburse Plaintiff for the actual cost of O&M for the less expensive wellhead treatment method pursuant to Paragraph 47.

35. After meeting and conferring, Plaintiff's or Defendants' representatives may submit any disputed claim concerning the reliability, practicability, or efficacy, or actual cost, including capital and O&M costs, of employing any less expensive well-head treatment to binding arbitration pursuant to Paragraph 54 (Arbitration) of this Agreement. Notwithstanding any other provision of this Agreement, Plaintiff shall not be required to use any technology approved by the EPA, but disapproved by the DOH.

36. Plaintiff may elect to implement alternative remedies for DBCP. If Plaintiff elects to implement an alternative remedy, Defendants will only be obligated to pay the lesser of either: (a) 100% of the capital and O&M costs of the alternative remedy, or (b) 90% of the capital and O&M costs for the appropriately sized GAC facility, based on the capacity of the subject well(s), as appropriate. Plaintiff and Defendants shall submit any disputed claim concerning the actual cost, including capital and O&M costs, of any alternative remedy for DBCP to binding arbitration pursuant to Paragraph 54 (Arbitration) of this Agreement.

37. If EPA or DOH directs Plaintiff that modifications or additions to GAC (other than disinfection equipment) are required to continue use of GAC solely for the removal of DBCP, and Plaintiff and Defendants are unable to agree on the amount of the reasonably necessary expense of

such treatment that should be borne by Defendants, Plaintiff and Defendants will submit Plaintiff's claim for the reasonably necessary expense of such treatment to binding arbitration pursuant to Paragraph 54 (Arbitration) of this Agreement.

38. The activities set forth in Paragraph Nos. 34 through 37 are subject to approval by both Plaintiff and Defendants; said approval will not be unreasonably withheld.

#### LABORATORY ANALYSIS AND REPORTING

39. Plaintiff and Defendants each retain the right to challenge any reported laboratory test result for DBCP and may take the steps necessary, at their own cost, to verify the result, including such steps as obtaining a confirming sample for analysis or requesting that the laboratory confirm its calculations or reanalyze the initial sample.

40. Plaintiff will provide Defendants' Representative with a complete report of all DBCP test results from Plaintiff production wells every six months throughout the duration of this Agreement on the first business days of May and December of each year. The report need only contain the DBCP results for the year preceding the date of the report.

41. Defendants may, at their own expense, participate in Plaintiff's regularly scheduled sampling, take split samples, and make reasonable site inspections upon request; said requests will not be unreasonably made by Defendants.

#### INDEMNITY

42. Plaintiff will retain its right, if any, to seek indemnity from Defendants if it is sued by a third party for personal injuries or property damage allegedly attributable to DBCP. Plaintiff certifies that it is presently unaware of any such claims.

#### LANAI AND MOLOKAI

43. Notwithstanding any other provision of this Agreement, Plaintiff will retain its right, if any, to bring any future DBCP claims, lawsuits, or actions, including but not limited to, claims for compensatory and/or punitive damages, arising in whole or in part from the past, present, continuing, or future presence of DBCP on the Islands of Lanai and Molokai.

#### COSTS

44. All parties will bear their own costs and attorney's fees incurred in the Action.

45. As to Plaintiff, Defendants will waive costs and attorneys' fees for all dismissed Defendants.

#### PAYMENT OF ANY FUTURE OBLIGATIONS

##### Capital Costs

46. In addition to the conditions that must be met under this Agreement before

Defendants' obligations to pay future capital costs arise under this Agreement, Plaintiff must submit to Defendants' Representative and representatives for defendants AMVAC, Occidental, and Maui Land and Pineapple Company (the names and addresses of which will be provided and updated by Defendants' Representatives) a copy of a Notice to Proceed to a contractor to construct a GAC or alternative technology facility to treat a well that Exceeds the MCL. Within 30 days of Defendants' receipt of the Notice to Proceed, Defendants must pay Plaintiff the amount owed under the terms of this Agreement. In the event that Defendants fail to make timely payment, payment will be made under Paragraph 48 of this Agreement (Letter of Credit). Any disputed claims shall be submitted to arbitration pursuant to Paragraph 54, provided that Plaintiff shall be entitled to immediate payment pursuant to Paragraph 48, regardless of whether the claim is disputed.

### O&M

47. In addition to the conditions that must be met under this Agreement before Defendants' obligations to pay future O&M arise under this Agreement, Plaintiff must submit by December 1 of each year starting in 2000 a qualifying claim for O&M that provides sufficient information to evaluate whether and to what extent Plaintiff's well(s) qualify for O&M payment. This will include, but not be limited to, DBCP test results and information concerning whether the wells were In Operation and In Regular Use during the preceding twelve months. Provided Plaintiff's O&M claim is timely submitted, Defendants shall make payment in the amount claimed by the following January 10. In the event Defendants fail to make timely payment, payment will be made under Paragraph 48 of this Agreement (Letter of Credit). Any disputed claims shall be submitted to arbitration pursuant to Paragraph 54, provided that Plaintiff shall be entitled to immediate payment pursuant to Paragraph 48, regardless of whether the claim is disputed. If Plaintiff fails to submit a timely claim (i.e., by December 1), then Defendants' obligation to make a timely payment (i.e., by January 10) shall be extended one day for each day Plaintiff's claim is late.

### LETTER OF CREDIT

48. To secure the obligations of Defendants under this Agreement, and as a condition precedent to the obligations of Plaintiff hereunder, Defendants shall, at their sole cost and expense, furnish to Plaintiff, on or prior to October 1, 1999, and thereafter maintain during the entire term of this Agreement, continuing to a date thirty (30) days after the later of (i) September 1, 2039 or (ii) satisfaction of all Defendants' obligations to Plaintiff under this Agreement, an irrevocable standby letter of credit ("Letter of Credit") in favor of Plaintiff in form and substance reasonably satisfactory to Plaintiff, issued or confirmed by a United States banking institution having capital and surplus of not less than One Billion United States Dollars (USD 1,000,000,000) and advised by a banking institution with a banking office in Honolulu, Hawaii,

a. The Letter of Credit shall have a principal amount of Twenty Million United States Dollars (USD 20,000,000), and shall provide for payment to Plaintiff under this Agreement by a draft at sight to which is attached Plaintiff's Signed Statement (as defined in the Letter of Credit). The draft at sight and the Signed Statement which shall be conclusive that there has occurred an event of default under this Agreement and any applicable cure period has lapsed. A draft at sight presented as the result of an Event of Default related to claims under either Paragraph 46 or 47 will be limited to the amount of the claim. A draft at sight presented as the



result of an Event of default based on the failure of the Defendants to renew the Letter of Credit may be presented for the full amount of the Letter of Credit.

b. Should any Letter of Credit furnished by Defendants hereunder expire prior to the term of this Agreement, Defendants shall automatically provide Plaintiff with a replacement, in the same tenor, no later than sixty (60) days prior to the expiration of the then-current Letter of Credit. Failure to provide a replacement for a Letter of Credit shall be an Event of Default under this Agreement, and shall permit Plaintiff to draw on the then-current Letter of Credit as provided above. Plaintiff's realization of the amount payable under the Letter of Credit shall not affect Plaintiff's right to elect any other remedy on default available to Plaintiff under this Agreement, or under applicable law.

c. Where Plaintiff draws on a Letter of Credit because of the occurrence of an Event of Default based on the failure of the Defendants to renew the Letter of Credit, the amount drawn on the Letter of Credit shall first be applied to any then existing claims for Capital Costs and/or O&M Costs under this Agreement and thereafter the balance of the amount drawn shall be applied as credit against future claims under the Agreement or reconveyed to the banking institution that issued the Letter of Credit upon Defendants obtaining a new Letter of Credit.

d. The principal amount of the Letter of Credit may be adjusted upon agreement of all the parties at the time of any renewal or replacement of the Letter of Credit. In the absence of such agreement, the principal amount of the Letter of Credit shall remain Twenty Million United States Dollars (USD 20,000,000) so long as Defendants are required to maintain a Letter of Credit under this Paragraph 48.

#### CREDITS

49. a. Upon Defendants' initial payment of \$3,000,000 pursuant to Paragraph 16 of this Agreement, Defendants shall be entitled to a one-time credit against the amount otherwise payable for installation of permanent GAC facilities on the Hamakuapoko Well Nos. 1 or 2 of \$804,000, less the amount described in Paragraph 32 (Re Use of GAC Vessels), if, at Defendants' option, the vessels are used to treat any other well.

b. If any disputed claims under this Agreement are resolved in favor of Defendants, any amount determined to have been paid by Defendants in excess of the amount found to be due shall be credited to Defendants to offset future obligations under this Agreement.

c. Any credit or offset to which Defendants become entitled shall be applied to reduce the next occurring obligation of Defendants related to capital cost, and Defendants shall owe no additional amounts for capital costs until all credits and offsets to which Defendants are entitled have been applied and exhausted. Except as provided in this paragraph, and notwithstanding any other provision of this Agreement, Plaintiff shall not be obligated to pay Defendants cash on any accumulated credits or offsets. Except as otherwise set forth in this paragraph, any credits remaining as of September 1, 2039, shall be extinguished. Credits remaining as of September 1, 2039 that are the result of a claim made by Plaintiff after September 1, 2038 and disputed by Defendants thereafter, where the dispute is subsequently resolved in favor of Defendants, will be reimbursed to Defendants within thirty (30) days of such resolution.

50. If Plaintiff receives a payment under this Agreement for a GAC project that is not constructed, Defendants shall receive a credit in the amount of such payment toward the capital cost of the next GAC project that would otherwise trigger a further payment by Defendants.

### DESIGNATED CONTACTS

51. Defendants' Representative and Plaintiff's Representatives are the parties' respective designated contacts for all reports, correspondence, and notices concerning the subject matter of this Agreement. If another representative is substituted, Defendants or Plaintiff, as appropriate, must provide written notice of same within ten (10) days.

### GOOD FAITH EFFORT

52. Consistent with this Agreement, the parties agree to make a good faith effort to mitigate both Defendants' obligations under this Agreement and any adverse impact on Plaintiff's water system.

### ARBITRATION AGREEMENT

53. In the event of any dispute between Plaintiff and Defendants arising out of or relating to this Agreement, the parties agree to try in good faith to settle the dispute by negotiation and/or mediation.

54. If the dispute cannot be resolved to the parties' mutual satisfaction through negotiation and/or mediation within thirty (30) days, Plaintiff and/or Defendants' Representative may elect to seek arbitration, and the dispute shall be resolved through binding arbitration. It is the intent of the parties that the arbitration be structured in such a way as to minimize costs and delay. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules") with the following stipulations:

a. The arbitration hearing shall be held before Hon. Ret. Judge Weinstein at JAMS, San Francisco, or if he is not available or declines to serve, a single arbitrator if the parties agree upon a single arbitrator. If the parties cannot agree upon a single arbitrator, then each shall select an arbitrator, and those arbitrators shall select a third arbitrator. If they are unable to agree upon a third arbitrator within fifteen (15) days, the third arbitrator shall be selected as provided in the AAA Rules.

b. Unless otherwise ordered, each party's presentation at the arbitration hearing shall be limited to 14 hours, and the hearing shall be completed within ten (10) business days.

c. The arbitration decision shall be rendered not later than thirty (30) days after the final day of the hearing and shall be judicially enforceable, nonappealable and binding.

d. Summaries of any expert testimony, along with copies of all documents to be submitted as exhibits, shall be exchanged at least ten (10) business days before arbitration under procedures set up by the arbitrators.

e. Except as otherwise specified herein, there shall be no discovery or dispositive motion practice except as may be permitted by the arbitrators, who may authorize only such discovery as is shown to be necessary to ensure a fair hearing. No discovery or motions permitted by the arbitrators shall in any way alter the time limits specified herein.

f. Arbitration costs, arbitrators' fees, and attorneys' fees and costs shall be awarded to the prevailing party, if any, by the arbitrators.

g. The arbitration shall occur in San Francisco, California.

55. In the event of arbitration arising out of, or related to, this Agreement, the prevailing party shall be entitled to recover its costs, expenses, and reasonable attorneys' fees, in addition to any other relief to which it may be entitled.

### RELEASE

NOW THEREFORE, in reliance on the recitals stated above and for consideration, Plaintiff agrees as follows:

56. The foregoing recitals are true and correct and by this reference incorporated herein.

57. Subject to the provisions of this Agreement, on behalf of itself, its assigns, Board representatives, and past, present or future agents, Plaintiff hereby releases Defendants, individually and collectively, and their respective predecessors, successors, assigns, present and potential indemnitees, insurers, subsidiaries, affiliates, attorneys, and past or present employees, directors, officers, agents, shareholders, and representatives from any and all DBCP claims, demands, Action, causes of action, obligations, liens, damages, and liabilities, of any nature whatsoever, whether or not known, suspected or claimed, present or future, relating to or arising out of any act, cause, matter or thing stated, claimed, or alleged, or that could have been stated, claimed, or alleged by Plaintiff in the Action. Plaintiff understands and acknowledges that it is releasing and waiving all past, present, continuing and future claims it has or may have against Defendants for the presence of DBCP, except as specifically set forth in this Agreement.

58. Plaintiff declares and warrants that no other person or entity has had nor now has any interest in the claims, demands, Action, causes of action, obligations, liens, damages, and liabilities released in Paragraph No. 57, above; and that it has not sold, assigned, transferred, conveyed, or otherwise disposed of any DBCP claim, demand, action, cause of action, obligation, lien, damage, or liability released in Paragraph No. 57, above.

59. Plaintiff declares that, prior to the execution of this Agreement, it has apprised itself of sufficient data, either through experts or other sources of its own selection, in order that it might intelligently exercise its judgment in deciding on the contents of this Agreement and in deciding whether to execute it. Plaintiff further declares that its decision to enter into this Agreement is not predicated on or influenced by any declarations or representations of Defendants, or any of them, or by Defendants' respective predecessors, successors, assigns, subsidiaries, affiliates, insurers or attorneys or past or present employees, officers, directors, agents, shareholders, or representatives. Plaintiff declares that this Agreement is executed voluntarily and with full knowledge of its significance.

60. The parties acknowledge that they have an understanding of the facts underlying the Action and have negotiated in good faith and that this Agreement represents a good faith settlement with regard to the interests of all parties to the Agreement.

61. Plaintiff authorizes and directs its counsel to execute appropriate Requests for Dismissal, with prejudice, of the entire Action as to all Defendants, and to deliver the executed Requests for Dismissal to Defendants' Representative. All parties authorize and direct their respective counsel to execute whatever documents are necessary to implement this Agreement.

62. This Agreement shall bind the parties and each successor and assign of each party.

63. This document embodies the entire terms and conditions of the Agreement between the parties, and supersedes any prior documents signed by the parties in the course of resolving the Action. All words, phrases, sentences, and paragraphs, including the recitals hereto, are material to the execution of this Agreement.

64. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Hawaii.

65. Upon the occurrence of an uncontrollable circumstance, the party affected shall be excused from any failure or delay in performance under this Agreement. For purposes of this Agreement, an "uncontrollable circumstance" includes, but is not limited to, acts of God, fire, flood, civil unrest, earthquake, declaration of a public emergency, injunction, and labor disputes. However, the parties recognize that delays in Defendants' performance under the terms of this Agreement could uniquely subject Plaintiff to third parties' disputes. Therefore, in the event Defendants' performance of any option or obligation described in Paragraph 26 and its subparts is delayed due to force majeure circumstances, Plaintiff may proceed with the construction of wells, notwithstanding any right of Defendants to construct replacement wells and select alternative well sites. Defendants shall promptly reimburse Plaintiff for the cost of well construction incurred under these circumstances.

66. In the event any of the terms, conditions or covenants contained in this Agreement are held to be invalid, then any such invalidity shall not affect any other terms, conditions or covenants contained herein which shall remain in full force and effect.

67. Plaintiff warrants that this Agreement has been approved by Plaintiff's Board of Water Supply, and each of the signatories to this Agreement warrants that he or she is fully authorized to enter into the terms and conditions stated herein and to execute this Agreement.

68. This Agreement will be effective whether or not executed in multiple counterparts.

Dated: 8/31/97

BOARD OF WATER SUPPLY  
OF THE COUNTY OF MAUI

By [Signature]

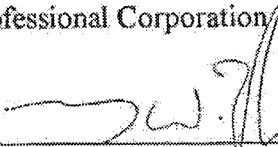
Its: [Signature]

(signatures continued)

Approved as to form:

MILLER, SHER & SAWYER  
A Professional Corporation

Dated: Aug. 30, 1999

By   
DUANE C. MILLER  
VICTOR M. SHER  
Attorneys for Plaintiff, Board of  
Water Supply of the County of Maui

*Gary W. Zabriskie  
Deputy County  
Council*

Dated: \_\_\_\_\_

THE DOW CHEMICAL COMPANY

By \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to form:

FILICE, BROWN, EASSA & MCLEOD, LLP

Dated: \_\_\_\_\_

By \_\_\_\_\_

Attorneys for Defendant  
The Dow Chemical Company

Dated: \_\_\_\_\_

OCCIDENTAL CHEMICAL COMPANY

By \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_

OCCIDENTAL PETROLEUM CORPORATION

By \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_

OCCIDENTAL CHEMICAL CORPORATION

By \_\_\_\_\_  
Its: \_\_\_\_\_

(signatures continued)

Approved as to form:

MILLER, SHER & SAWYER  
A Professional Corporation

Dated: \_\_\_\_\_

By \_\_\_\_\_  
DUANE C. MILLER  
VICTOR M. SHER  
Attorneys for Plaintiff, Board of  
Water Supply of the County of Maui

Dated: August 31, 1999

THE DOW CHEMICAL COMPANY

By  \_\_\_\_\_ JSC/TKA  
Its: Thomas J. Creswell  
Associate General Counsel

Approved as to form:

FILICE, BROWN, EASSA & MCLEOD, LLP

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Attorneys for Defendant  
The Dow Chemical Company

Dated: \_\_\_\_\_

OCCIDENTAL CHEMICAL COMPANY

By \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_

OCCIDENTAL PETROLEUM CORPORATION

By \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_

OCCIDENTAL CHEMICAL CORPORATION

By \_\_\_\_\_  
Its: \_\_\_\_\_

(signatures continued)

Approved as to form:

MILLER, SHER & SAWYER  
A Professional Corporation

Date: \_\_\_\_\_

By \_\_\_\_\_  
DUANE C. MILLER  
VICTOR M. SHER  
Attorneys for Plaintiff, Board of  
Water Supply of the County of Miami

Date: \_\_\_\_\_

THE DOW CHEMICAL COMPANY

By \_\_\_\_\_  
By \_\_\_\_\_

Approved as to form:

MILICE BROWN, PARRA & MCLEOD, LLP

Date: \_\_\_\_\_

By \_\_\_\_\_  
Attorneys for Defendant  
The Dow Chemical Company

Date: 9/2/99

OCCIDENTAL CHEMICAL COMPANY

By [Signature]  
By Senior Vice President & General Counsel

Date: 9/1/99

OCCIDENTAL PETROLEUM CORPORATION

By [Signature]  
By [Signature]

Date: 9/3/99

OCCIDENTAL CHEMICAL CORPORATION

By [Signature]  
By Senior Vice President & General Counsel

(signature continued)

MAUI PINEAPPLE COMPANY, LTD.

By \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to form:

TOM & PETRUS

Dated: \_\_\_\_\_

By \_\_\_\_\_  
STEPHEN M. TEVES  
Attorneys for Third-Party  
Defendants, Maui Land &  
Pineapple Co. and Maui Pineapple  
Co., Ltd.

Dated: 30 Aug 1999

AMVAC CHEMICAL CORPORATION

By H.A. Kraft  
Its: Kim Robinson

Dated: 30 Aug 1999

AMERICAN VANGUARD CORPORATION

By H.A. Kraft  
Its: Kim Robinson

Approved as to form:

RUSH MOORE CRAVEN SUTTON MORRY & BEE

Dated: August 30, 1999

By Richard C. Sutton, Jr.  
RICHARD C. SUTTON, JR.  
Attorneys for Defendants  
AMVAC CHEMICAL CORPORATION and  
AMERICAN VANGUARD CORPORATION



Dated: 9/2/77

SHELL OIL COMPANY

By: Burt Ballantyne  
Its: Senior Litigation Counsel

Approved as to form:

KOBAYASHI, SUGITA & GODA

By: \_\_\_\_\_  
DALE W. LEE  
Attorneys for Defendant  
Shell Oil Company

Dated: \_\_\_\_\_

MAUI LAND & PINEAPPLE COMPANY AND  
MAUI PINEAPPLE COMPANY, LTD.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to form:

TOM & PEIRUS

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
STEPHEN M. TEVES  
Attorneys for Third-Party  
Defendants, Maui Land &  
Pineapple Co. and Maui Pineapple  
Co., Ltd.

Dated \_\_\_\_\_

By \_\_\_\_\_

STEPHEN C. LEWIS  
Attorneys for Defendants  
Occidental Chemical Company,  
Occidental Petroleum Corporation, and  
Occidental Chemical Corporation

Dated \_\_\_\_\_

AMVAC CHEMICAL CORPORATION

By \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_

AMERICAN VANGUARD CORPORATION

By \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to form:

RUSH, MOORE, CRAVEN,  
SUTTON, MORRY & BEH

Dated: \_\_\_\_\_

By \_\_\_\_\_

RICHARD C. SUTTON, JR.  
Attorneys for Defendant  
AMVAC Chemical Corp. and  
American Vanguard Corp.

Dated: Sept 1, 1999

BREWER ENVIRONMENTAL INDUSTRY, FKA  
BREWER CHEMICAL COMPANY

By J Alan Kyle  
Its: Sec

Approved as to form:

Dated: September 1, 1999

MANCINI, ROWLAND & WELCH

By Paul R Mancini

PAUL R. MANCINI  
Attorneys for Defendants  
Brewer Environmental Industry, fka  
Brewer Chemical Company

(signatures continued)

Dated: \_\_\_\_\_

SHELL OIL COMPANY

By \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to form:

KOBAYASHI, SUGITA & GODA

By \_\_\_\_\_

DALE W. LEE

Attorneys for Defendant  
Shell Oil Company

Dated: \_\_\_\_\_

MAUI LAND & PINEAPPLE COMPANY AND  
MAUI PINEAPPLE COMPANY, LTD.

By Caul J. Meyer

Its: Executive Vice President/Finance

Approved as to form:

TOM & PETRUS

Dated: \_\_\_\_\_

By \_\_\_\_\_

STEPHEN M. TEVES

Attorneys for Third-Party  
Defendants, Maui Land &  
Pineapple Co. and Maui Pineapple  
Co., Ltd.

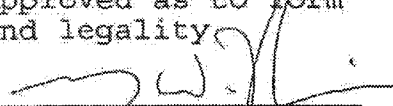
ADDENDUM TO SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This ADDENDUM TO SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS ("Addendum") is entered into by and between Plaintiff MAUI COUNTY BOARD OF WATER SUPPLY ("Board") and Third-party defendants MAUI LAND AND PINEAPPLE COMPANY, INC., AND MAUI PINEAPPLE COMPANY, LTD. ("Maui Pineapple") (collectively referred to as the "Parties"), and relates to the SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS pertaining to the case entitled "Maui County Board of Water Supply v. Shell Oil Company, et al.", Civil No. 96-0370(1).

The Parties hereby agree and supplement the SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS as follows:

1. Paragraph 7 of the SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS relates to the release of certain claims Maui Pineapple may have against the Board regarding rental amounts for property on which Napili Wells "A" and "B" are located. By this Addendum Maui Pineapple hereby releases the Board from any rental amounts owed to Maui Pineapple arising out of the transfer to the Board of the property on which Napili Wells "A" and "B" are located.
2. All other terms of the SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS remain unchanged and in full force and effect.

Approved as to form  
and legality

  
Gary W. Zakian  
Deputy Corporation Counsel

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Maui County Board  
of Water Supply

  
By: Robert K. Takitani,  
Its: Chair

Maui Land & Pineapple  
Company, Inc.

Approved as to Form

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Thomas R. Sylvester  
Attorney for  
Maui Pineapple

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By:  
Its:

Maui Pineapple  
Company, Ltd.

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By:  
Its:

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Approved as to form  
and legality

Maui County Board  
of Water supply

Gary W. Zakian  
Deputy Corporation Counsel  
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By: Robert K. Takitani,  
Its: Chair

Maui Land & Pineapple  
Company, Inc.

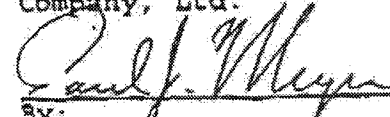


By:  
Its:

Approved as to Form

  
Thomas R. Sylvester  
Attorney for  
Maui Pineapple

Maui Pineapple  
Company, Ltd.



By:  
Its:

