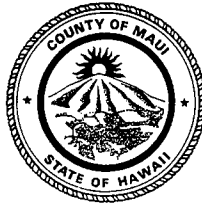


ALAN M. ARAKAWA
MAYOR



KEITH A. REGAN
MANAGING DIRECTOR

OFFICE OF THE MAYOR

Ke'ena O Ka Meia
COUNTY OF MAUI – Kalana O Maui

April 6, 2017

RECEIVED
2017 APR - 6 AM 9:38
OFFICE OF THE
COUNTY COUNCIL

Honorable Alan M. Arakawa
Mayor, County of Maui
200 South High Street
Wailuku, Hawaii 96793

APPROVED FOR TRANSMITTAL

Alan Arakawa 4/6/17

Mayor Date

For Transmittal to:

Honorable Riki Hokama
Chair, Budget and Finance Committee
Maui County Council
200 South High Street
Wailuku, Hawaii 96793

Dear Chair Hokama:

SUBJECT: FISCAL YEAR ("FY") 2018 BUDGET (BD-10) (BF-1)

Pursuant to your letter dated March 30, 2017, I am transmitting the following responses to your requests/questions regarding Appendix B, the schedule of fees, rates, assessments, or taxes:

1. Please provide a copy of the Memorandum of Understanding between the County and Pulama Lanai for refuse disposal fees at the Lanai Landfill, referenced on page 8 of Appendix B.

Response:
Please see attached.

2. On page 12, please explain the following language after the \$75 appeal cost to the Board of Review: "5% of the amount of taxes in dispute but not more than \$100 nor less than \$5 in any one case of appeal to the Tax Appeal Court." What does this language apply to, and what is the authority for the charge?

Response:
The language, "5% of the amount of taxes in dispute but not more than \$100 nor less than \$5 in any one case of appeal to the Tax Appeal Court." applies to charges set forth by Hawaii Revised Statutes, Sections 232-22 and 232-23 for appeals to the Hawaii Tax Appeal Court and is separate from the \$75 appeal cost to the Board of Review.

The County also has no control over the \$50 appeal cost to the Supreme Court which is also set by Hawaii Revised Statutes, Sections 232-22 and 232-23.

3. On page 29, authority for a new Building Permit Review Fee is cited as Section 19.04.015.D, Maui County Code. Please provide a correct citation for this fee. Also, Section 19.30A.072(F) is cited as the authority for a commercial agricultural structure registration fee, but this section does not appear to authorize a fee. Please explain.

Response:

Sec. 19.04.015.D does not exist, at least not yet. It was included in a proposed bill that the Department of Planning had expected to be enacted by now; the bill was considered by the Land Use Committee at its last meeting but they ran out of time before they could even discuss it. This requested fee can be deleted, as this fee is not yet authorized by the code.

Sec. 19.30A.072.F requires registration but does not explicitly authorize a fee; the department is requesting that a fee be included in the budget. The department is in the process of amending its administrative rules for the Agricultural District and will include a registration fee therein.

4. On page 31, with respect to a copy of a map, plan, or diagram, two fees are provided for sheet sizes of 10" x 15" -- \$0.50 and \$1.00. Please advise which fee should be used.

Response:

The sheet size up to (not including 10"x15") is \$0.50. Maps sized 10"x15" are \$1.00.

5. Please provide the reason for the removal of fees for temporary motor installations and temporary lighting on page 36. Have these activities been discontinued?

Response:

Temporary installations have been exempted from electrical permits since 2010, so we no longer need a fee for those installations.

6. On page 44, should there be an account number for the subdivision construction plan review fees?

Response:

The account number for the subdivision construction plan review fee is 3222.

7. Section 14.06A.090, Maui County Code, states: "A reinstatement fee of \$100 and the water system development fee as set forth in the annual budget shall be assessed against the owner of any water meter removed pursuant to this section and thereafter reinstalled." Should the "Reinstatement fee for water meter removed" noted on page 56 be revised to "\$100 and the water system development fee"? Please advise.

Response:

"Reinstatement fee for water meter removed" noted on page 56 should not be revised as the \$100 reinstatement fee will always be assessed, but not necessarily the water system development fee.

Honorable Riki Hokama, Chair
Budget and Finance Committee
Maui County Council
April 6, 2017
Page 3

Section 14.06A.090 D., Maui County Code states: "Any application for water service within thirty-six months after removal pursuant to the procedures set forth in this section shall be exempt from the water system development fee." Therefore, the water system development fee will not be reassessed if the meter is reinstalled within three years from the date of removal.

Thank you for your attention to this matter. Should you have any questions, please feel free to contact me at Ext. 7212.

Sincerely,



LYNN ARAKI-REGAN
Budget Director

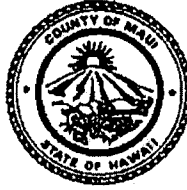
Attachment

xc: Mayor Alan M. Arakawa

CHARMAINE TAVARES
Mayor

CHERYL K. OKUMA, Esq.
Director

GREGG KRESGE
Deputy Director



RECEIVED
COUNTY OF MAUI

2009 JAN 21 PM 12: 54

TRACY TAKAMINE, P.E.
Solid Waste Division

DAVID TAYLOR, P.E.
Wastewater Reclamation Division

COUNTY OF MAUI SOLID WASTE DIVISION
DEPARTMENT OF DEPT OF
ENVIRONMENTAL MANAGEMENT ENVIRONMENTAL MGMT
2200 MAIN STREET, SUITE 100
WAILUKU, MAUI, HAWAII 96793

January 20, 2009

Mr. Gary M. Yokoyama
Castle & Cooke Resorts, LLC
P.O. Box 630310
Lanai City, Hawaii 96763

**SUBJECT: MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE COUNTY OF MAUI
AND CASTLE & COOKE, LLC**

We are transmitting the original, fully executed MOU effective April 30, 2009 for your records. If there are any questions, please call me at (808) 270-8330.

Thank you.

Sincerely,

Handwritten signature of Cheryl K. Okuma in cursive script.

CHERYL K. OKUMA
Director of Environmental Management

Xc: Tracy Takamine, Solid Waste Division Chief (w/original copy of MOU)
David Galazin, Deputy Corporation Counsel

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF MAUI
AND CASTLE & COOKE, INC.**

This Memorandum of Understanding ("MOU") is executed on the respective date of the signatures of the parties shown hereafter, between the COUNTY OF MAUI (hereinafter "County") and CASTLE & COOKE, INC. (hereinafter "CASTLE & COOKE").

County and CASTLE & COOKE agree to the following in regard to the operation of the Lana'i sanitary landfill (hereinafter "Landfill"), and the transfer of ownership of the underlying real property from CASTLE & COOKE to County.

1. CASTLE & COOKE agrees to provide County with landfill cover material at no cost to County, in an amount to be mutually agreed upon, but not less than 80 tons per week. County agrees to be responsible for the loading and transport of all cover material provided, or for the cost thereof if loading and transport is performed by Castle & Cooke at County's request.
2. So long as CASTLE & COOKE is willing to provide landfill cover material at no cost to County, County agrees to allow CASTLE & COOKE to utilize the Landfill without payment of refuse disposal fees.
3. CASTLE & COOKE and County agree to prepare and execute, subject to Maui County Council approval, a dedication of the property underlying the Landfill from CASTLE & COOKE to County.
4. CASTLE & COOKE and County agree to negotiate and execute, subject to Maui County Council approval, the necessary documents for County to acquire, by purchase, dedication or otherwise, sufficient property from CASTLE & COOKE to construct a new sanitary landfill on Lana'i in the future.
5. CASTLE & COOKE and County agree to utilize their best efforts in effecting a timely completion of all land acquisition contemplated herein.
6. CASTLE & COOKE and County agree to utilize their best efforts in future negotiations for a new landfill site on Lana'i.
7. This Agreement shall be in effect so long as the County accepts refuse at the current Landfill, and CASTLE & COOKE offers to make available to the County, at no cost, cover material for maintenance of the current Landfill. The parties may cancel this Agreement, if mutually agreed upon, by executing a cancellation document in writing.
8. Upon cancellation of this Agreement, CASTLE & COOKE will no longer be obligated to provide landfill cover material at no cost to the County, and CASTLE & COOKE shall pay refuse disposal fees for its use of the Landfill.


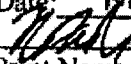
IN WITNESS WHEREOF, the parties hereto have executed the Memorandum of Agreement on the dates below, to be effective as of April 30, 2009.

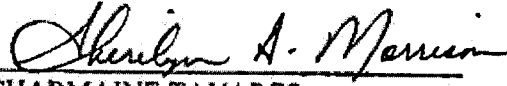
CASTLE & COOKE:

County:

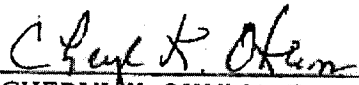
CASTLE & COOKE, INC.

COUNTY OF MAUI


By 
Print Name: HARRY A. SAUNDERS
Its SENIOR VICE PRESIDENT
Date: Nov. 24, 2008
By 
Print Name: RICHARD K. MIRIKITANI
Its ASST. SECRETARY
Date: Nov. 24, 2008

By 
~~CHARMAINE TAVARES~~
Mayer SHERILYN A. MORRISON
Date: Jan. 14, 2009 Acting Mayor

APPROVAL RECOMMENDED:


CHERYL K. OKUMA, Esq.
Director of Environmental Management

APPROVED AS TO FORM
AND LEGALITY:


DAVID A. GALAZIN
Deputy Corporation Counsel
County of Maui

S:\ALLIDAG\EMISW\Lanai Landfill\2nd MOU CaCookeCoM revised 11-13-08.doc

STATE OF HAWAII)
CITY + COUNTY OF HONOLULU) SS.

On this 25th day of November, 2008, before me personally appeared HARRY A. SAUNDERS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Cynthia Kadekawa
Notary Public, State of Hawaii

Print Name: CYNTHIA KADEKAWA

My commission expires: 3/22/2010

NOTARY PUBLIC CERTIFICATION		
Doc. Date:	<u>November 24, 2008</u>	# Pages: <u>5</u>
Notary Name:	<u>CYNTHIA KADEKAWA</u>	Judicial Circuit: <u>First</u>
Doc. Description:	<u>Memorandum of Understanding Between The County of Maui and Castle + Cooke, Inc.</u>	
Notary Signature:	<u>Cynthia Kadekawa</u>	
Date:	<u>November 25, 2008</u>	



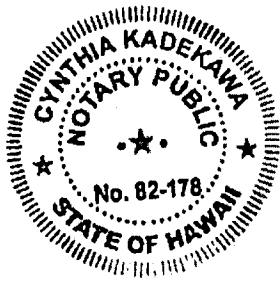
STATE OF HAWAII

CITY + COUNTY OF HONOLULU)

SS.

On this 27th day of November, 2008, before me personally appeared RICHARD K. MIRIKITANI, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

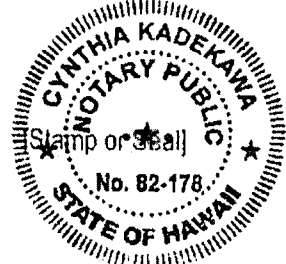


Cynthia Kadekawa
Notary Public, State of Hawaii

Print Name: CYNTHIA KADEKAWA

My commission expires: 3/22/2010

NOTARY PUBLIC CERTIFICATION		
Doc. Date:	<u>November 24, 2008</u>	# Pages: <u>5</u>
Notary Name:	<u>CYNTHIA KADEKAWA</u>	Judicial Circuit: <u>First</u>
Doc. Description:	<u>Memorandum of Understanding Between The County of Maui and Castle + Cooke, Inc.</u>	
Notary Signature:	<u>Cynthia Kadekawa</u>	
Date:	<u>November 25, 2008</u>	



STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 15th day of January, 2008, before me appeared SHERILYN A. MORRISON, to me personally known, who being by me duly sworn did say that she is the Acting Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Section 7-6.2 and Section 9-18.1 of the Charter of the County of Maui; and the said SHERILYN A. MORRISON acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Kelii P. Nahooikauka
KELII P. NAHOOIKAIKA
Notary Public, State of Hawaii
My commission expires: April 30, 2010



NOTARY PUBLIC CERTIFICATION			
Doc. Date:	<u>undated</u>	# Pages:	<u>5</u>
Notary Name:	<u>KELII P. NAHOOIKAIKA</u>	Judicial Circuit:	<u>2nd</u>
Doc. Description:	<u>memorandum of understandings</u>		
	<u>Castle + cooke</u>		
Notary Signature:	<u>Kelii P. Nahooikauka</u>		
Date:	<u>1-15-09</u>		

