

State of Hawaii  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Engineering Division  
Honolulu, Hawaii 96813

July 22, 2022

Board of Land and Natural Resources  
State of Hawaii  
Honolulu, Hawaii

**REQUEST AUTHORIZATION FOR THE CHAIRPERSON TO ISSUE A RIGHT  
OF ENTRY PERMIT TO ALLOW ACCESS TO TWO EXISTING WELLS FOR  
MONITORING AND DATA GATHERING,  
(TMK (2) 4:3:001:020 AND 089), ALAELOA, MAUI, HAWAII**

BACKGROUND:

The Department of Land and Natural Resources (DLNR) Engineering Division received a request from Beylik/Energetic A JV's ("BEYLIK"), Exhibit 1, to access and monitor the Alaeloa Wells (State Well Nos. 5840-001 and 5839-002) (WELLS) in order to develop a pump test plan when conducting a pump test of two Pulelehua source wells. The WELLS are located on private property, Exhibit 2. The results of the pump test plan will contribute to BEYLIK's pending application for a Well Drilling Permit from the Commission on Water Resource Management.

The attached draft right of entry permit ("ROE"), Exhibit 3, allows BEYLIK permission to temporarily utilize the WELLS for monitoring and data gathering purposes to develop their pump test plan. The WELLS are located on land owned by Maui Land and Pineapple properties. BEYLIK will separately seek permission from the landowner for entry to access the WELLS.

RECOMMENDATION:

That the Board of Land and Natural Resources authorize the Chairperson to issue the ROE to BEYLIK to utilize the WELLS subject to the following:

1. Review and approval by the Department of the Attorney General;
2. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully Submitted,

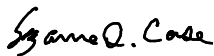


CARTY S. CHANG  
Chief Engineer

Attachments:

- Exhibit 1 – BEYLIK's Request for Well Access
- Exhibit 2 – Location Map
- Exhibit 3 – Draft Right of Entry Permit

APPROVED FOR SUBMITTAL:



SUZANNE D. CASE, Chairperson  
Board of Land and Natural Resources

---

**From:** Fred Camero <[fredc@hawaiiidps.com](mailto:fredc@hawaiiidps.com)>  
**Sent:** Wednesday, June 1, 2022 8:04 AM  
**To:** Chang, Carty S <[carty.s.chang@hawaii.gov](mailto:carty.s.chang@hawaii.gov)>  
**Cc:** Tom Nance ([tom@tnwre.com](mailto:tom@tnwre.com)) <[tom@tnwre.com](mailto:tom@tnwre.com)>; Bo McKuin <[bom@goodfellowbros.com](mailto:bom@goodfellowbros.com)>; Ryan Mountcastle <[ryanm@goodfellowbros.com](mailto:ryanm@goodfellowbros.com)>  
**Subject:** [EXTERNAL] Alaeloa Wells

Aloha Carty,

Beylik requests access to the Alaeloa Monitoring Wells (State Well Nos. 5840-001 and 5839-002) in order to develop a pump test plan for 2 Pulelehua source wells that Beylik is under contract to drill/case/test.

The pump test plan will include the monitoring of the Alaeloa wells during the pump testing of the Pulelehua wells. This plan will need to be submitted to CWRM prior to the issuance of the Pulelehua Well Construction permits. (see attached)

I understand that one of these wells is located in a MDWS tank site. Not quite sure where the other one is...

Please contact me at your earliest convenience so we can discuss logistics. Also, we might need to modify the existing well casing covers to accommodate the testing/monitoring equipment. Thank you.

v/r,

**Fred G. Camero, Jr.**

*President*



Beylik/Energetic A JV

**BEYLIK/ENERGETIC A JV**

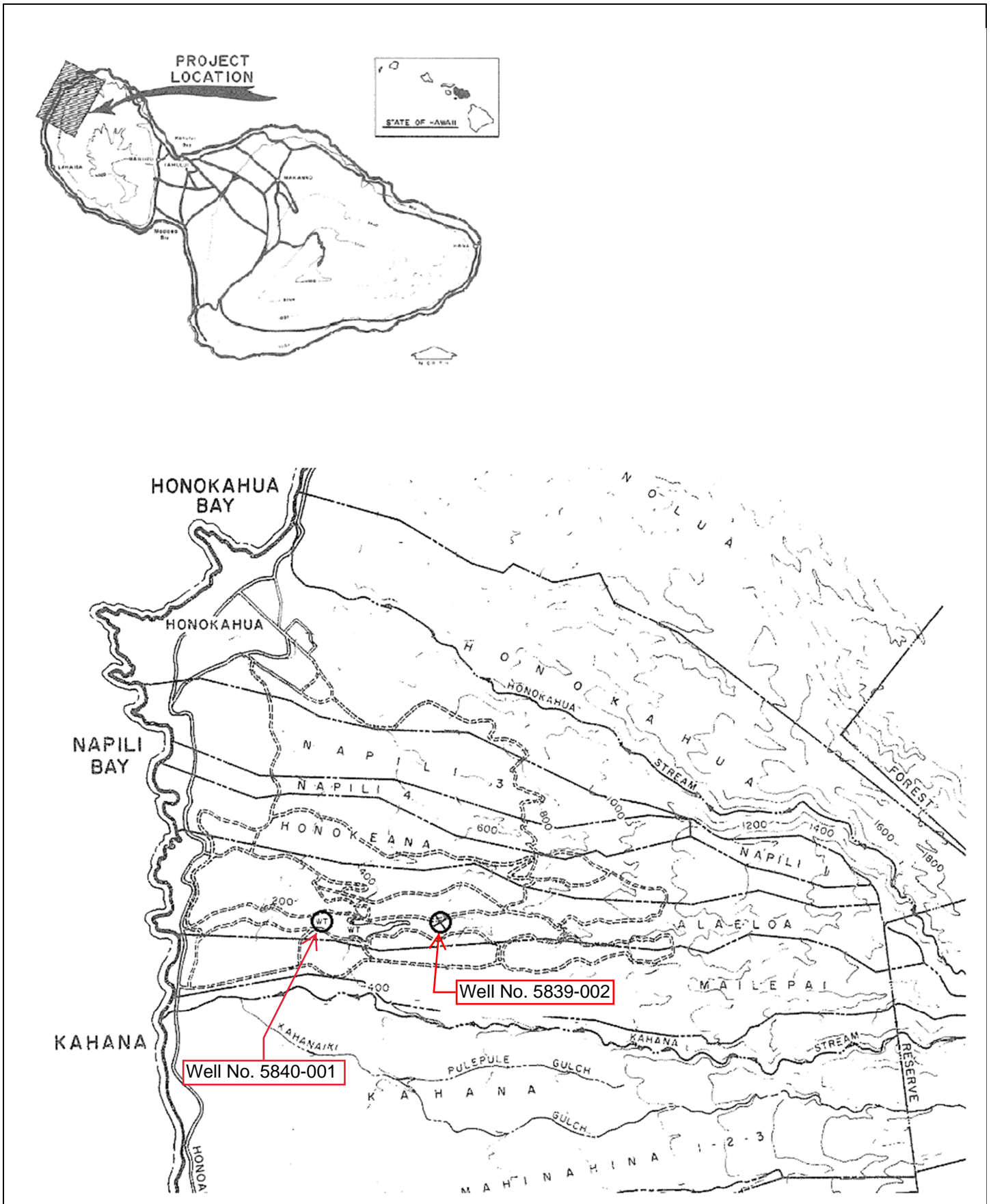
91-259A Olai St

Kapolei, HI 96707

Office: (808) 682-5554

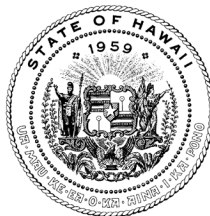
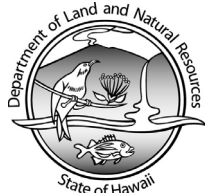
Mobile: (808) 478-7114

Email: [fredc@hawaiiidps.com](mailto:fredc@hawaiiidps.com)



Location Map: Maui Alaeloa Well Nos. 5839-002 and 5840-001

DAVID Y. IGE  
GOVERNOR OF  
HAWAII



**STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES**

POST OFFICE BOX 621  
HONOLULU, HAWAII 96809

**SUZANNE D. CASE**  
CHAIRPERSON  
BOARD OF LAND AND NATURAL RESOURCES  
COMMISSION ON WATER RESOURCE MANAGEMENT

**ROBERT K. MASUDA**  
FIRST DEPUTY

**M. KALEO MANUEL**  
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES  
BOATING AND OCEAN RECREATION  
BUREAU OF CONVEYANCES  
COMMISSION ON WATER RESOURCE MANAGEMENT  
CONSERVATION AND COASTAL LANDS  
CONSERVATION AND RESOURCES ENFORCEMENT  
ENGINEERING  
FORESTRY AND WILDLIFE  
HISTORIC PRESERVATION  
KAHOOLAWE ISLAND RESERVE COMMISSION  
LAND  
STATE PARKS

**DRAFT**

Mr. Fred G. Camero, Jr., President  
Beylik/Energetic A JV  
91-259A Olai Street  
Kapolei, Hawaii 96707

**RIGHT OF ENTRY PERMIT TO UTILIZE TWO ALAELOA WELLS  
ALAELOA, MAUI, HAWAII,  
TMK (2) 4:3:001:020 AND 089**

Dear Mr. Camero:

This letter is in response to your e-mail dated June 1, 2022 (EXHIBIT A), regarding Beylik/Energetic A JV's (BEYLIK) request to access the Alaeloa Monitoring Wells (State Well Nos. 5840-001 and 5839-002) (WELLS) to develop a pump test plan for 2 Pulelehua source wells that BEYLIK is seeking a Well Drilling Permit to drill/case/test.

The Department of Land and Natural Resources (Department) grants BEYLIK a right-of-entry (ROE) to utilize the WELLS for monitoring purposes based on the attached Commission of Water Resource Management (CWRM) letter dated May 18, 2022 (EXHIBIT B), and BEYLIK's attached response letter dated June 13, 2022 (EXHIBIT C), under the following conditions:

1. Upon acceptance of the terms herein, and the provision of the required insurance mentioned in paragraph 3, this ROE permit shall be effective until December 31, 2022, or completion of the WELLS monitoring, whichever is the earlier. Time extensions may be granted upon written request by BEYLIK.
2. BEYLIK, its consultants, contractors and/or persons acting for or on its behalf, shall obtain permission and/or agreements from the private landowners to access the Department's two wells.
3. BEYLIK, its consultants, contractors and/or persons acting for or on its behalf shall procure at its own expense, and maintain during the entire period of this ROE, from an insurance company or companies licensed or authorized to do business in the State of Hawaii with an AM Best Rating of not less than "A-VIII" or other comparable and equivalent industry rating, a policy or policies of comprehensive public liability insurance

or its equivalent, in an amount of at least \$1,000,000 for each occurrence and \$2,000,000 aggregate, and with coverage terms acceptable to the Chairperson of the Board. The policy or policies of insurance shall name the State of Hawaii as an additional insured, and a copy shall be filed with the Department. The insurance shall cover the entire premises, including all buildings, improvements, and grounds and all roadways or sidewalks on or adjacent to the premises in the use or control of BEYLIK, its consultants, contractors and/or persons acting for or on its behalf. BEYLIK, its consultants, contractors and/or persons acting for or on its behalf shall furnish the Department with a certificate(s) showing the policy(s) to be initially in force, keep certificate(s) on deposit during the entire period and furnish a like certificate(s) upon each renewal of the policy(s). This insurance shall not be cancelled, limited to scope of coverage, or nonrenewed until written notice has been given to the Department. The Department shall retain the right at any time to review the coverage, form, and amount of the insurance required. If, in the opinion of the Department, the insurance provisions in this ROE do not provide adequate protection for the Department, the Department may require BEYLIK, its consultants, contractors and/or persons acting for or on its behalf to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The Department's requirements shall be reasonable but be designed to assure protection for and against the kind and extent of the risks which exist at the time a change in insurance is required. The Department shall notify BEYLIK, its consultants, contractors and/or persons acting for or on its behalf in writing of changes in the insurance requirements and BEYLIK, its consultants, contractors and/or persons acting for or on its behalf shall deposit copies of acceptable insurance policy(s) or certificate(s) thereof, with the Department incorporating the changes within receipt of the notice. The procuring of the required policy(s) of insurance shall not be construed to limit BEYLIK, its consultants, contractors and/or persons acting for or on its behalf, liability under this ROE nor to release or relieve BEYLIK, its consultants, contractors and/or persons acting for or on its behalf of the indemnification provisions and requirements of this ROE. Notwithstanding the policy(s) of insurance, BEYLIK, its consultants, contractors and/or persons acting for or on its behalf shall be obligated for the full and total amount of any damage, injury, or loss caused by BEYLIK, its consultants, contractors and/or persons acting for or on its behalf negligence or neglect connected with this ROE.

4. At all times herein, BEYLIK, its consultants, contractors and/or persons acting for or on its behalf shall keep the ROE area or premises in a strictly clean, sanitary, and orderly condition.

BEYLIK, its consultants, contractors and/or persons acting for or on its behalf shall be responsible for cleaning and restoring the area or premises to its original condition or a condition satisfactory to the Department upon completion of the event. All trash shall be removed from the area or premises.

5. BEYLIK, its consultants, contractors and/or persons acting for or on its behalf shall obtain and pay for all required permits prior to the start of work. Copies of approved permits shall be transmitted to the DLNR Engineering Division (ENG) and CWRM prior to the start of any work.
6. BEYLIK, its consultants, contractors and/or persons acting for or on its behalf shall comply with all requirements of all municipal, state, and federal authorities and observe all municipal, state and federal laws applicable to the ROE area or premises, now in force or which may be in force.
7. BEYLIK, its consultants, contractors and/or persons acting for or on its behalf shall indemnify, defend, and hold the Department harmless from and against any claim or demand for loss, liability, or damage, including claims for bodily injury, wrongful death, or property damage, arising out of or resulting from: (1) any act or omission on the part of BEYLIK, its consultants, contractors and/or persons acting for or on its behalf relating to BEYLIK, its consultants, contractors and/or persons acting for or on its behalf use, occupancy, maintenance, or enjoyment of the ROE area or premises; (2) any failure on the part of BEYLIK, its consultants, contractors and/or persons acting for or on its behalf to maintain the ROE area or premises and areas adjacent thereto in BEYLIK, its consultants, contractors and/or persons acting for or on its behalf use and control, and including any accident, fire or nuisance, growing out of or caused by any failure on the part of BEYLIK, its consultants, contractors and/or persons acting for or on its behalf to maintain the area or premises in a safe condition; and (3) from and against all actions, suits, damages, and claims by whomsoever brought or made by reason of BEYLIK, its consultants, contractors and/or persons acting for or on its behalf non-observance or non-performance of any of the terms, covenants, and conditions of this ROE or the rules, regulations, ordinances, and laws of the federal, state, municipal or county governments.
8. BEYLIK shall supply to ENG, a name, e-mail address and local telephone number of the contact person who can be reached at any time around the clock during this event.
9. BEYLIK, its consultants, contractors and/or persons acting for or on its behalf shall not cause or permit the escape, disposal, or release of any hazardous materials except as permitted by law. BEYLIK, its consultants, contractors and/or persons acting for or on its behalf shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the ROE area or premises any such materials except to use in the ordinary course of BEYLIK, its consultants, contractors and/or persons acting for or on its behalf business, and then only after written notice is given to the Department of the identity of such materials and upon the Department's consent which consent may be withheld at the Department's sole and absolute discretion. If any lender or governmental agency shall ever require testing to ascertain whether there has been any release of hazardous materials by BEYLIK, its consultants, contractors and/or persons acting for or on its behalf, then the BEYLIK, its consultants, contractors and/or persons acting for or on its behalf shall

be responsible for the cost thereof. In addition, BEYLIK, its consultants, contractors and/or persons acting for or on its behalf shall execute affidavits, representations and the like from time to time at the Department's request concerning BEYLIK, its consultants, contractors and/or persons acting for or on its behalf best knowledge and belief regarding the presence of hazardous materials on the ROE area or premises placed or released by BEYLIK, its consultants, contractors and/or persons acting for or on its behalf.

10. BEYLIK, its consultants, contractors and/or persons acting for or on its behalf agree to indemnify, defend and hold the Department ~~harmless~~, from any damages and claims resulting from the release of hazardous materials on the ROE area or premises occurring while BEYLIK, its consultants, contractors and/or persons acting for or on its behalf is/are in possession, or elsewhere if caused by BEYLIK, its consultants, contractors and/or persons acting for or on its behalf. These covenants shall survive the expiration or earlier termination of this ROE.

For purposes of this ROE, "hazardous material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

11. BEYLIK, its consultants, contractors and/or persons acting for or on its behalf in the exercise of this ROE shall use appropriate precautions and measures to minimize inconveniences to surrounding residents, landowners, and the public in general.
12. All costs associated with the construction within the ROE area or premises shall be the sole responsibility of the BEYLIK, its consultants, contractors and/or persons acting for or on its behalf.
13. BEYLIK, its consultants, contractors and/or persons acting for or on its behalf shall maintain and employ debris, pollution and contamination control measures, safeguards and techniques to prevent debris, pollution or contamination to the ocean waters, streams or waterways resulting from BEYLIK, its consultants, contractors and/or persons acting for or on its behalf use, maintenance, repair and operation of the ROE area or premises, and shall take immediate corrective action in the event of such pollution or contamination to immediately remove the cause of such pollution or contamination, and shall immediately clean the ROE area or premises and its surrounding waters of such pollutant or contaminant and restore to the Department's ~~satisfaction~~ the areas affected by such pollution or contamination, all at BEYLIK, its consultants, contractors and/or persons acting for or on its behalf own cost and expense.
14. Best management practices shall be employed to avoid having silt or dirt enter the ocean.



Mr. Fred G. Camero, Jr.

**ALAELOA WELLS**

Page 5

June 28, 2022

15. In the event any historic properties or burial sites, as defined in section 6E-2 of chapter 6E, Hawaii Revised Statutes, are found on the premises, BEYLIK, its consultants, contractors and/or persons acting for or on its behalf shall immediately stop all land utilization or work or both and contact the State Historic Preservation Office at (808) 692-8015 immediately in compliance with chapter 6E, Hawaii Revised Statutes.
16. This ROE is revocable and terminable for any breach of terms and conditions herein at the sole and absolute discretion of the Chairperson.
17. This ROE or any rights hereunder shall not be sold, assigned, conveyed, leased, let, mortgaged, or otherwise transferred or disposed.
18. The Department reserves the right to impose additional, but reasonable terms and conditions as it deems necessary while this ROE is in force.
19. All disputes or questions arising under this ROE shall be referred to the Chairperson of the Board of Land and Natural Resources for a determination and resolution of the dispute or question. The Chairperson's decision shall be final and binding on the parties herein.
20. BEYLIK, its consultants, contractors and/or persons acting for or on its behalf shall obtain DLNR Engineering Division and CWRM approvals before making any modifications to the WELLS.

Should you concur with the above terms and conditions, please acknowledge and return a signed copy of this letter and the required liability insurance policy to us. If you have any questions, please feel free to contact Gayson Ching of the Engineering Division at (808) 587-0232 or via e-mail at [gayson.v.ching@hawaii.gov](mailto:gayson.v.ching@hawaii.gov).

Sincerely,

SUZANNE D. CASE  
Chairperson

Attachments

c: CWRM ([ryan.r.imata@hawaii.gov](mailto:ryan.r.imata@hawaii.gov))

Approved by the Board of Land and Natural  
Resources at its meeting on \_\_\_\_\_

**STATE OF HAWAII {REMOVE IF CHAIRPERSON SIGNS LETTER}**

Mr. Fred G. Camero, Jr.

**ALAELOA WELLS**

Page 6

June 28, 2022

**BOARD OF LAND AND NATURAL RESOURCES**

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SUZANNE D. CASE

Chairperson

**APPROVED AS TO FORM:**

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Name:

Deputy Attorney General

**BEYLIK/ENERGETIC A JV,  
a Hawaii Corporation**

---

By:

Its:

**ACKNOWLEDGED AND ACCEPTED**

this \_\_\_\_\_ day of \_\_\_\_\_, 2022

## EXHIBIT A

---

**From:** Fred Camero <[fredc@hawaiiidps.com](mailto:fredc@hawaiiidps.com)>  
**Sent:** Wednesday, June 1, 2022 8:04 AM  
**To:** Chang, Carty S <[carty.s.chang@hawaii.gov](mailto:carty.s.chang@hawaii.gov)>  
**Cc:** Tom Nance ([tom@tnwre.com](mailto:tom@tnwre.com)) <[tom@tnwre.com](mailto:tom@tnwre.com)>; Bo McKuin <[bom@goodfellowbros.com](mailto:bom@goodfellowbros.com)>; Ryan Mountcastle <[ryanm@goodfellowbros.com](mailto:ryanm@goodfellowbros.com)>  
**Subject:** [EXTERNAL] Alaeloa Wells

Aloha Carty,

Beylik requests access to the Alaeloa Monitoring Wells (State Well Nos. 5840-001 and 5839-002) in order to develop a pump test plan for 2 Pulelehua source wells that Beylik is under contract to drill/case/test.

The pump test plan will include the monitoring of the Alaeloa wells during the pump testing of the Pulelehua wells. This plan will need to be submitted to CWRM prior to the issuance of the Pulelehua Well Construction permits. (see attached)

I understand that one of these wells is located in a MDWS tank site. Not quite sure where the other one is...

Please contact me at your earliest convenience so we can discuss logistics. Also, we might need to modify the existing well casing covers to accommodate the testing/monitoring equipment. Thank you.

v/r,

**Fred G. Camero, Jr.**

*President*



Beylik/Energetic A JV

**BEYLIK/ENERGETIC A JV**

91-259A Olai St

Kapolei, HI 96707

Office: (808) 682-5554

Mobile: (808) 478-7114

Email: [fredc@hawaiiidps.com](mailto:fredc@hawaiiidps.com)

DAVID Y. IGE  
GOVERNOR OF HAWAII



## EXHIBIT B

SUZANNE D. CASE  
CHAIRPERSON

MICHAEL G. BUCK  
ELIZABETH A. CHAR, M.D.  
NEIL J. HANNAHS  
AURORA KAGAWA-VIVIANI, PH.D.  
WAYNE K. KATAYAMA  
PAUL J. MEYER

M. KALEO MANUEL  
DEPUTY DIRECTOR

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
**COMMISSION ON WATER RESOURCE MANAGEMENT**  
P.O. BOX 621  
HONOLULU, HAWAII 96809

May 18, 2022

6-5839-005&006 pump plan request.docx

Mr. Fred Camero  
Beylik / Energetic A JV  
91-259 Olai Street, #A  
Kapolei, HI 96707

Aloha Mr. Camero:

Pending Permit Approvals for Pulelehua Wells (Well Nos. 6-5839-005 & -006)  
Honolua, Island of Maui

We have received all of our review comments for the subject wells. We have concerns about the safe pumping of a relatively large amount of water in a relatively thin lens, and particularly because Honolua Aquifer System Area is part of the Lahaina Aquifer Sector, which is currently in the process of designation as both ground and surface water management areas.

Please submit a pump test plan and include monitor wells that will be observed and from which data will be recorded during the pump test. If possible, please contact DLNR's Land Division to get access to the Alaeloa wells (6-5840-001 and -002), to monitor during the pump test.

After the pump test plan is submitted and approved by staff, we can then issue the permits and attach the approved plan as a special condition.

If you have any questions, please contact Ryan Imata of the Commission staff at (808) 587-0255.

Ola i ka wai,

M. KALEO MANUEL  
Deputy Director

RI:ss

c: Well Owner: Maui Oceanview, LP  
Land Owner: Maui Land & Pineapple Company, Inc.



91-259A Olai Street, Kapolei, HI 96707 - Ph: (808) 682-5554 - Fax: (808) 682-5866  
WATER WELL DRILLING - MONITORING WELLS - WELL AND PUMP REPAIR - TEST HOLES

*Contractor's License No.: AC-21896/ABC-36878*

6/13/2022

Mr. M. Kaleo Manuel – Deputy Director  
Commission on Water Resource Management  
Department of Land and Natural Resources  
State of Hawaii  
PO Box 621  
Honolulu, HI 96809

Re: Pump Test Plan for Pulelehua Wells (Well Nos. 6-5839-005 & 006)

Aloha Mr. Manuel,

In response to your May 18, 2022 letter regarding the submission of a pump test plan for Pulelehua Wells, Beylik/Energetic A JV met with Gayson Ching and James Kurata, DLNR Engineering Division, and Tom Nance, TNWRE Inc. on June 09, 2022.

BEJV respectfully submits the following pump test plan for your review/approval:

**Phase 1 – Access Alaeloa Monitoring Well 318 and Monitoring Well 318-1.** These wells will be monitored during the pump testing of the Pulelehua Wells.

1. Alaeloa Well 318 (State Well No. 5840-001). Coordinate access with MDWS. This well is located inside a MDWS tank/well site.
2. Alaeloa Well 318-1 (State Well No. 5839-002). The exact location of this well is currently unknown, but permission to access it from ML&P has been obtained.
3. For each monitoring well:
  - a. Determine the condition of the well, well cover, and cover locking mechanism. May need to repair/upgrade the well cover, depending on its present condition.
  - b. Confirm safe accessibility for the installation of a CTD to create a conductivity and temperature profile and then install a data logger to record water levels at 1-minute intervals. May need to modify the well cap to accommodate TNWRE's instrumentation.

**Phase 2 – Pump Testing After Drilling, Casing, and Developing of Pulelehua Wells 1 and 2.**

1. Step Test at three rates (500, 600, and 700 GPM) followed by a 48-hour constant rate test at 600 GPM.
2. 1 week prior to pump test – notify CWRM
3. 3 days prior to pump test – coordinate with MDWS, DLNR, and ML&P to run a conductivity and temperature profile with a CTD and then install water level recorders in the Alaeloa Monitoring Wells
4. Perform Step and CR pump tests



5. 3 days after completion of of the pump test – remove the water level recorders and run a 2<sup>nd</sup> CTD profile in each of the Alaeloa wells.
6. Provide report to CWRM, to include:
  - a. Water levels in the two Alaeloa wells
  - b. Conductivity and temperature profiles before and after the pump tests
  - c. Step and CR pump test data for the Pulelehua Wells 1 and 2 to be taken in accordance with the Hawaii Well Construction Standards form and submitted via the WCR Part I report.

Please let me know if you have any questions. Thank you.

v/r,

A handwritten signature in black ink, appearing to read "Fred G. Camero, Jr.", written in a cursive style.

Fred G. Camero, Jr.  
President, Beylik/Energetic A JV

cc: Ryan Imata – Commission on Water Resource Management  
Gayson Ching and James Kurata – DLNR Engineering Divison  
Tom Nance – TNWRE Inc.  
Bo McQuin and Ryan Mountcastle – Goodfellow Bros. Inc.

# Alaeloa Monitoring Wells

Write a description for your map.

**Legend**

- Alaeloa
- Kahana Ridge Archaeological?
- N?pili
- The Duck Pond

