



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

STAFF SUBMITTAL

COMMISSION ON WATER RESOURCE MANAGEMENT

May 17, 2022
Honolulu, Hawai'i

Delegation of Authority to the Deputy Director to Enter into a Memorandum of Agreement
with the Honolulu Board of Water Supply to Partner on Water Conservation Measures

SUMMARY OF REQUEST

That the Commission on Water Resource Management (Commission) delegate authority to the Deputy Director to enter into memoranda of agreement (MOA) with the Honolulu Board of Water Supply (BWS) to partner on water conservation measures for the island of O'ahu.

BACKGROUND

In 2021, public and private municipal wells accounted for approximately 75% of the total reported groundwater use for the Island of O'ahu (142 MGD in December 2021). This is approximately equal to the total combined reported water use of Maui (41 MGD) and Hawai'i Island (102 MGD) for the same time period.

The Red Hill crisis and dry weather conditions have exacerbated the importance of implementing a wide range of water conservation measures to reduce per capita water consumption on O'ahu. To address the high water consumption on O'ahu, the Commission staff proposes partnering with BWS - the largest municipal water supplier on the island - on a range of water conservation measures (see Description of Services).

The Honolulu BWS water conservation program was established around 40 years ago and includes a variety of ways in which individuals, families and organizations can do their part to help conserve and preserve Oahu's water supply. This covers everything from school programs, leak detection, water waste hotline, the Hālawa Xeriscape Garden, as well as conservation tips and other helpful publications for homes and businesses.

The Commission's water conservation program currently consists of one individual who is also responsible for the drought mitigation program and implementing the Hawai'i Water Plan. The draft MOA (Exhibit 1) will allow the Commission to partner with a mature water conservation program with more staff, thereby improving the efficiency of the limited Commission resources.

DESCRIPTION OF SERVICES

The proposed MOA is attached as Exhibit 1. Commission staff shall partner with BWS to implement water conservation programs such as, but not limited to: School outreach and education, xeriscape promotion, rain barrel catchment, leak detection, water audits, public information campaigns, water efficient fixture rebate and direct replacement programs, building/facility audits, and green infrastructure promotion.

TIME OF PERFORMANCE

The proposed MOA period begins on the date of execution and continues for 12 months after this date. This period may be extended upon mutual agreement by both parties by written amendment.

COST OF SERVICES

Subject to the availability of State funds, \$20,000 will be provided to the Honolulu BWS as a means for the Commission to partner with them to implement water conservation programs on O‘ahu.

CONSISTENCY WITH THE HAWAII WATER PLAN

Goal 2 of the Water Resource Protection Plan (WRPP) is to ensure that “water resources, public trust uses, and water rights are protected and balanced against reasonable beneficial uses” (https://files.hawaii.gov/dlnr/cwrp/planning/wrpp2019update/WRPP_201907.pdf). The development of water conservation tools and programs is a project under this goal, which the execution of this MOA would help to accomplish.

LEGAL AUTHORITY

The State Water Code directs the Commission to utilize its funding to “research programs and activities concerning water conservation” HRS §174C-5.5(2).

ENVIRONMENTAL REVIEW

This action falls under Environmental Impact Statement Rules §11-200.1-16(a)(1), HAR, and an exemption notice is not necessary.

INSTRUMENT TO SECURE SERVICES

The proposed MOA (Exhibit 1) between the Honolulu BWS and the Commission on Water Resource Management listing the terms and conditions of the agreement will be executed. The MOA will be reviewed by State Attorney General’s Office prior to its execution.

RECOMMENDATIONS

Staff recommends that the Commission delegate authority to the Deputy Director to:

1. Enter into a memorandum of agreement with the Honolulu BWS to partner on water conservation measures for the island of O‘ahu; and
2. Amend the memorandum of agreement with the Honolulu BWS upon written agreement by both parties subject to the availability of State funds.

The terms of this MOA and any amendments will be subject to the availability of funding and any associated contracts would require the approval of the Attorney General’s Office. Any associated contracts will be done in accordance with Hawaii Revised Statutes Chapter 103D and Hawaii Administrative Rules, Chapter 3-122.

Ola i ka wai,

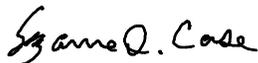


M. KALEO MANUEL
Deputy Director

Exhibits

1. Draft Memorandum of Agreement

APPROVED FOR SUBMITTAL:



SUZANNE D. CASE
Chairperson

MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF HAWAII COMMISSION ON WATER RESOURCE MANAGEMENT AND THE
CITY AND COUNTY OF HONOLULU BOARD OF WATER SUPPLY TO PARTNER ON WATER
CONSERVATION MEASURES FOR THE ISLAND OF OAHU

This MEMORANDUM OF AGREEMENT (AGREEMENT), entered into on this ____ Day of _____, 2022, by and between the State of Hawaii COMMISSION ON WATER RESOURCE MANAGEMENT, hereinafter referred to as “CWRM,” whose address is 1151 Punchbowl Street, Room 227, Honolulu, Hawaii 96813 and the City and County of Honolulu BOARD OF WATER SUPPLY, hereinafter referred to as “BWS,” whose address is 630 S. Beretania Street, Honolulu, Hawai‘i 96843.

WHEREAS, fresh water is an irreplaceable resource that must be protected and properly managed to ensure the well-being of Hawai‘i’s people and environment; and

WHEREAS, CWRM has an obligation to balance water protection with allowing the efficient use of water; and

WHEREAS, CWRM shall plan and coordinate programs for the conservation of water resources with county of other local government organizations; and

WHEREAS, BWS is the largest provider of drinking water on the island of O‘ahu and operates several water conservation programs to encourage their customers to conserve water; and

WHEREAS, the November 2021 fuel release by U.S. Navy Red Hill caused BWS to shut off water sources near Red Hill supplying 20% of Honolulu’s water supply creates a potential water shortage, combined with the current drought conditions, makes water use demand reduction an imperative strategy to protect O‘ahu’s precious water resources;

NOW THEREFORE, in consideration of the mutual promises set forth in this AGREEMENT, the parties mutually agree as follows:

1. The purpose of this AGREEMENT is to reduce the demand for freshwater on the island of O‘ahu by supporting the implementation of BWS water conservation programs.
2. Period of Agreement. This AGREEMENT covers the period beginning upon execution of this AGREEMENT and ending 12 months after the execution of this AGREEMENT. This period may be extended upon mutual agreement between both parties by written amendment to this AGREEMENT.
3. Project Description. CWRM shall partner with BWS to implement water conservation programs such as, but not limited to: outreach and education, xeriscape promotion, rain barrel catchment, leak detection, water audits, public information campaigns, rebate and direct replacement programs, building/facility audits, and green infrastructure promotion.
4. Funding. Subject to availability of State funds CWRM agrees to advance a total of \$20,000 to the BWS to support the implementation of water conservation programs on O‘ahu. This full amount shall be transmitted to the BWS upon request.
5. Funding Administration. The BWS agrees to be the sponsoring agency for their water conservation programs and to be responsible for overseeing the expenditure of State funds as it relates to this AGREEMENT, subject to any and all applicable state laws, rules, and county ordinances governing and regulating the expenditure of State funds including Chapter 103D and Chapter 343, Hawaii Revised Statutes.
6. Coordination. The BWS agrees to hold periodic coordination meetings with CWRM during the period of this AGREEMENT to ensure the alignment of goals and objectives related to the conservation and protection of water, and to evaluate the efficacy of water conservation programs.

7. Project Oversight. The BWS will provide oversight of water conservation programs in order to ensure that expenditures are consistent with actual work done and program objectives are accomplished in a timely fashion. CWRM may request periodic progress reports and conduct site visits to monitor the progress of this AGREEMENT.
8. Modifications. This AGREEMENT may only be amended in writing and signed by both parties.
9. Termination. If either party determines that the terms of this AGREEMENT are not being met in a mutually satisfactory manner, either party may terminate this AGREEMENT upon 60-calendar days written notice to the other party. Both parties shall use their best efforts to resolve agreement disputes cooperatively, including, if both parties agree, the use of alternative dispute resolution, prior to any notice of termination. Upon termination or conclusion of this AGREEMENT, the BWS shall refund CWRM the balance of unused funding based on the total work completed up to the time of such termination or conclusion.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the day, month, and year first above written.

APPROVED AS TO FORM:

STATE OF HAWAII
COMMISSION ON WATER RESOURCE MANAGEMENT

By: _____
Deputy Attorney General

By: _____
M. Kaleo Manuel
Deputy Director

APPROVED AS TO FORM:

CITY AND COUNTY OF HONOLULU
BOARD OF WATER SUPPLY

By: _____
Chief Legal Counsel

By: _____
ERNEST LAU, P.E.
Manager and Chief Engineer