



STATE OF HAWAII'Ī | KA MOKU'ĀINA 'O HAWAII'Ī
DEPARTMENT OF LAND AND NATURAL RESOURCES | KA 'OIHANA KUMUWAIWAI 'ĀINA
COMMISSION ON WATER RESOURCE MANAGEMENT | KE KAHUWAI PONO
P.O. BOX 621
HONOLULU, HAWAII 96809

STAFF SUBMITTAL

COMMISSION ON WATER RESOURCE MANAGEMENT

May 19, 2026
Honolulu, Hawai'i

Request to Find that Maui Land & Pineapple Company, Inc. (MLP) Has Complied with the Commission's February 24, 2026 Directive to Negotiate and Execute a Funding Agreement with the U.S. Geological Survey (USGS) for a USGS Stream Gage Below Diversion 770 on Honokōhau Stream, Honokōhau, Maui, TMK: (2) 4-1-010-017; Find that MLP Has Satisfied the Commission's February 24, 2026 Requirement to Report Back on the Status of Implementation; and Require Written Status Updates Regarding Transmittal of Payment to USGS and Installation of Gaging Station

I. SUMMARY OF REQUEST

Staff request that the Commission on Water Resource Management (Commission):

1. Find that MLP has complied with the Commission's February 24, 2026 directive to negotiate and execute a funding agreement with the United States Geological Survey (USGS) for installation, operation, and maintenance of a USGS stream gage below Diversion 770, also known as Aotaki Weir (agreement attached as Exhibit 1), as approved by the Commission on February 24, 2026 in lieu of \$140,000 in fines;
2. Find that MLP has satisfied the Commission's February 24, 2026 requirement to report back to the Commission by the May 2026 Commission meeting regarding its progress in implementing the settlement; and
3. Require MLP to submit written status updates to staff: (a) no later than July 31, 2026, confirming whether payment has been transmitted to USGS, and (b) no later than October 1, 2026, confirming whether the gaging station has been installed or, if installation has not occurred, identifying the remaining steps and anticipated installation timeline.

Unless further Commission action is necessary, staff will provide the status updates from MLP to the Commission as informational items.

II. BACKGROUND

System Overview

Honokōhau Stream is diverted into the Honokōhau Ditch at Diversion 770, also known as Aotaki Weir. Water entering the ditch at Diversion 770 can be returned to the stream at Adit 15, also known as Taro Gate. The Commission’s real-time monitoring station at MacDonald’s Dam (340 ft elevation) is located downstream of these features and is the designated compliance point for the interim instream flow standard (IFS). See Figure 1. The Commission also funds a USGS continuous-record real-time stream gaging station (USGS 16620000) upstream of Diversion 770.

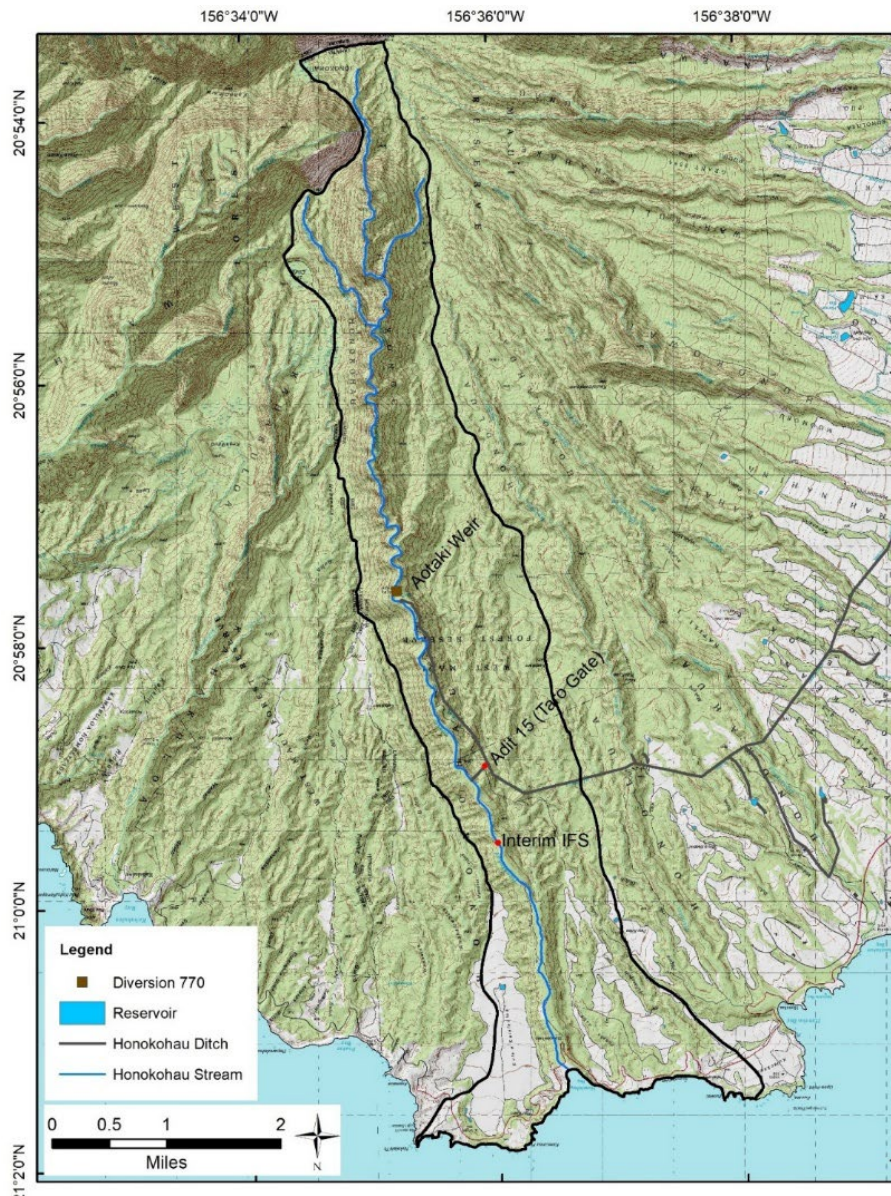


Figure 1. Honokōhau Stream and Honokōhau Ditch with the locations of Aotaki Weir, Adit 15 (Taro Gate), and the interim IFS at MacDonald’s Dam identified.

MLP owns Honokōhau Ditch and Diversion 770. In 2021, MLP sold its subsidiary, Kapalua Water Company, to Hawai'i Water Service (HWS), which subsequently assumed operational control of the Honokōhau Ditch System on behalf of MLP. MLP remains the owner and responsible party under Commission orders, while HWS oversees daily operations of Diversion 770 and Honokōhau Ditch.

Finding of IIFS Violations and Approval of Proposed Project in Lieu of Fines

On December 16, 2025, the Commission found that MLP had violated the interim IFS for Honokōhau Stream on 28 days from January 1, 2025 to August 14, 2025, and imposed fines totaling \$140,000 in accordance with Hawai'i Revised Statutes (HRS) § 174C-15, Hawai'i Administrative Rules (HAR) § 13-169-3, and the Commission's Administrative and Civil Penalty Guideline (G14-01).

The Commission further determined that MLP could submit, for Commission review and approval, a proposal to offset the fine through physical improvements to the system, and directed MLP to:

1. Confer with users of Honokōhau Stream affected by the IIFS, excluding Honokōhau Ditch users, to identify physical projects of no less than \$140,000 in value, and
2. Present the proposal to the Commission no later than the Commission's February 24, 2026 meeting.

On February 24, 2026, the Commission voted to:

1. Approve allocation of the \$140,000 fine toward installation, operation, and maintenance of a USGS stream gage below Diversion 770 (Aotaki Weir), as outlined in MLP's February 5, 2026 settlement proposal, for the number of years supported by the \$140,000 allocation;
2. Direct MLP to negotiate and execute a funding agreement with USGS to implement the project; and
3. Require MLP to report back to the Commission on the progress of implementing the settlement by the May 2026 Commission meeting.

Current Status

On May 8, 2026, MLP reported to Commission staff on its progress toward funding the USGS gaging station, which will be located downstream of Diversion 770, and transmitted an executed Collaborative Agreement with USGS (agreement attached as Exhibit 1).

Specifically, MLP reported:

1. Current status of MLP's coordination with USGS;

USGS and MLP have entered into the attached Collaborative Agreement, which sets forth the scope of work to be completed by USGS as well as MLP's funding commitment as discussed further below. Pursuant to the Collaborative Agreement, MLP "shall provide written authorization granting USGS personnel, equipment, and USGS-contracted helicopter operations reasonable access to the site for installation, operation, maintenance, discharge measurements, inspections, repairs, and removal of station equipment." Section 1 Collaborative Agreement.

On May 8, 2026, USGS sent MLP a draft right-of-entry or license agreement for USGS access to the gaging station site located on MLP-owned land, as well as nearby MLP-owned lands. MLP will review the agreement and negotiate any necessary changes with USGS.

2. The scope, cost, and duration of the funding agreement with USGS;

Pursuant to the Collaborative Agreement,

Scope: "USGS activities will include site evaluation, permitting, station installation, instrumentation, routine site visits, discharge measurements, rating development, data review, equipment maintenance, repairs, and publication of data through appropriate USGS data platforms. USGS will collect and publish real-time gage-height data and, where site conditions and sufficient discharge measurements allow, will develop and publish discharge data based on an approved stage-discharge relation." Section 1 Collaborative Agreement.

Cost: "[MLP] will provide an estimated **\$149,400** in funds-in to the Project." Section 5 Collaborative Agreement (emphasis in original). MLP, as a non-governmental organization, will pay to USGS an advance of \$69,590, which will be due and owing no later than 30 days from the date of the invoice from USGS to MLP. See *id.*

Duration: Four years. See Section 4 Collaborative Agreement ("The effective date of this Agreement shall be the later date of (1) **7/1/2026** or (2) the date of the last signature by the Parties. The expiration date of this Agreement shall be **9/30/2030**." (emphasis in original).

3. Remaining steps needed to establish the gaging station;

Pursuant to the Collaborative Agreement, the remaining steps needed to establish the gaging station include "site evaluation, permitting, station installation [and] instrumentation[.]" Section 1 Collaborative Agreement.

4. Anticipated timeline for completion; and

Pursuant to the Collaborative Agreement, “[d]ata collection will begin on October 1, 2026, or as soon thereafter as all necessary permits and approvals are received.” Section 1 Collaborative Agreement.

5. Any issues or delays the Commission should be aware of.

No issues or delays are anticipated. However, “[i]nstallation, operation, maintenance, and data publication are contingent upon site suitability, field safety, site access, hydraulic conditions, equipment performance, weather, flood damage, vandalism, aviation availability, and other conditions beyond the control of USGS.” Section 1 Collaborative Agreement.

III. RECOMMENDATION

Staff recommend that the Commission:

1. Find that MLP has complied with the Commission’s February 24, 2026 directive to negotiate and execute a funding agreement with the United States Geological Survey (USGS) for installation, operation, and maintenance of a USGS stream gage below Diversion 770, also known as Aotaki Weir, as approved by the Commission on February 24, 2026 in lieu of \$140,000 in fines;
2. Find that MLP has satisfied the Commission’s February 24, 2026 requirement to report back to the Commission by the May 2026 Commission meeting regarding its progress in implementing the settlement; and
3. Require MLP to submit written status updates to staff: (a) no later than July 31, 2026, confirming whether payment has been transmitted to USGS, and (b) no later than October 1, 2026, confirming whether the gaging station has been installed or, if installation has not occurred, identifying the remaining steps and anticipated installation timeline.

Unless further Commission action is necessary, staff will provide the status updates from MLP to the Commission as informational items.

Ola i ka wai,



CIARA W.K. KAHANE
Deputy Director

EXHIBITS

Note: Exhibit 2 is available from the Commission website at the link below.

1. May 8, 2026 Collaborative Agreement between USGS and MLP
2. February 24, 2026 Minutes
<https://files.hawaii.gov/dlnr/cwrp/minute/2026/mn20260224S.pdf>

APPROVED FOR SUBMITTAL:



DAWN N.S. CHANG
Chairperson

EXHIBIT 1



United States Department of the Interior
U.S. Geological Survey

Pacific Islands Water Science Center
Inouye Regional Center
1845 Wasp Blvd., Bldg 176
Honolulu, Hawaii 96818

April 27, 2026

Mark M. Matsuda, P.E.
Director of Engineering
Maui Land & Pineapple Company, Inc.
500 Office Road
Lahaina, HI 96761

Dear Mark Matsuda, P.E.:

Subject: National Water Information Collaborative Agreement for real-time water-level and low-flow streamflow monitoring in Honokōhau Valley on the island of Maui.

Enclosed is a National Water Information Collaborative Agreement between the Maui Land & Pineapple Company, Inc. and the U.S. Geological Survey (USGS) for the installation, operation, and maintenance of a real-time, water-level and low-flow streamgage, provisionally identified as 16620500 Honokōhau Stream Below Diversion Dam, Maui, Hawai'i. The agreement period is July 1, 2026, to September 30, 2030, with data collection at 16620500 Honokōhau Stream beginning on October 1, 2026, or as soon thereafter as all necessary permits and approvals are received. The total cost of the agreement to the Maui Land & Pineapple Company, Inc. is \$149,400.

The agreement covers the cost for station operation and maintenance, real-time data display, quality assurance, and data archival. Data will be stored in the USGS Water Data for the Nation database and made publicly available on the USGS internet website (<https://www.usgs.gov/centers/pacific-islands-water-science-center>).

If you are in agreement with this program, please sign and return a copy of the agreement by **July 1, 2026**, or at your earliest convenience to gs-w-hi-piwsc_agreements@usgs.gov.

If you have any questions, please feel free to contact Christopher Laveau at 701-213-8694 or by e-mail at cdlaveau@usgs.gov. Thank you for your continued interest in working with the USGS to provide real-time water-level information on Maui.

Sincerely,

SCOTT
VANDERKOOI

Scott P. VanderKooi
Acting PIWSC Director

Digitally signed by SCOTT
VANDERKOOI
Date: 2026.04.29 13:48:02
-0700

Enclosure
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COLLABORATIVE AGREEMENT

This Collaborative Agreement (“Agreement”) is entered into by and between the U.S. Geological Survey (USGS), a bureau of the Department of the Interior, through the offices of its **Pacific Islands Water Science Center, Honolulu, Hawaii**, hereinafter referred to as the “USGS” and **Maui Land & Pineapple Company, Inc., Lahaina, Hawaii**, hereinafter referred to as “Collaborator.” USGS and Collaborator are sometimes herein referred to as a “Party” and collectively as the “Parties.” Any inconsistency between the standard terms of Articles 1 through 16 of this Agreement and any attachments to this Agreement shall be resolved by giving precedence to Articles 1 through 16.

Whereas, the USGS is authorized to perform collaborative work and prosecute projects in cooperation with other agencies, Federal, State or private, pursuant to 43 USC §36c; and

Whereas, the USGS has a mission to provide surface-water, groundwater, rainfall, and water quality data and information required to meet National, Regional, State, and local needs. The USGS has a need to partner with a variety of Federal, State, local, and private parties to establish and maintain a national water resources data network that provides consistent, quality-assured data that are available to all parties through the National Water Information System; and

Whereas, Collaborator has a need for reliable, continuous streamflow data in Honokōhau Valley below an irrigation diversion to support water-resource management and evaluation of instream-flow conditions; and whereas Collaborator has a need for USGS expertise in the independent design, installation, operation, and maintenance of streamgages; collection, quality assurance, and interpretation of hydrologic data; development of defensible stage-discharge relations; and publication of impartial, nationally consistent streamflow records that provide an objective basis for regulatory, management, and public decision-making; and

Whereas, the Project entitled **National Water Information Collaborative Agreement to provide real-time streamflow monitoring at 16620500 Honokōhau Stream Below Diversion Dam, Maui, HI**, is intended by the Parties to be mutually beneficial and to benefit the people of the United States;

Now, therefore, the Parties hereto agree as follows:

1. Statement of Work.

Collaborator is interested in providing financial support to the U.S. Geological Survey (USGS) for the installation, operation, and maintenance of a real-time, water-level and low-flow streamgage, provisionally identified as 16620500 Honokōhau Stream Below Diversion Dam, Maui, Hawai‘i, on property owned or controlled by Collaborator. The purpose of the station is to provide continuous, objective hydrologic information to support water-resource management, evaluation of low-flow conditions, and public access to streamflow information at this location.



USGS activities will include site evaluation, permitting, station installation, instrumentation, routine site visits, discharge measurements, rating development, data review, equipment maintenance, repairs, and publication of data through appropriate USGS data platforms. USGS will collect and publish real-time gage-height data and, where site conditions and sufficient discharge measurements allow, will develop and publish discharge data based on an approved stage-discharge relation. Data collection will begin on October 1, 2026, or as soon thereafter as all necessary permits and approvals are received.

For this agreement, “low flow” generally refers to streamflow conditions that can be safely measured by wading. USGS will target the collection and development of discharge measurements and related streamflow information for flows below approximately 100 cubic feet per second at this location, as site and field conditions allow. This threshold is an operational planning target and does not guarantee that all flows below that level can be measured, rated, or published.

The station will be operated in accordance with applicable published USGS national techniques, methods, and standards for the collection, computation, review, and publication of stage and discharge data. Real-time data will be made publicly available, in real time or as near real time as practicable, through appropriate USGS data platforms. Real-time data are provisional and subject to revision until reviewed and approved in accordance with applicable USGS data-quality and publication procedures.

Installation, operation, maintenance, and data publication are contingent upon site suitability, field safety, site access, hydraulic conditions, equipment performance, weather, flood damage, vandalism, aviation availability, and other conditions beyond the control of USGS. Collaborator, as the landowner or entity with control over the property, shall provide written authorization granting USGS personnel, equipment, and USGS-contracted helicopter operations reasonable access to the site for installation, operation, maintenance, discharge measurements, inspections, repairs, and removal of station equipment. Collaborator will also initially prepare the site for USGS equipment installation by removing vegetation in the USGS designated location.

2. Principal Investigator.

The USGS principal investigator (PI) for this Project is Christopher Laveau, 701-213-8694, cdlaveau@usgs.gov, and 1845 Wasp Blvd., Bldg. 176, Honolulu, Hawaii 96818. The PI for the Collaborator is Mark Matsuda, P.E., 808-344-5457, mark@mauiland.com, and 500 Office Road Lahaina, HI 96761. In the event that a PI is unable to continue in this Project, the sponsoring agency will make every effort to provide a replacement acceptable to the other Party.

3. Title to Equipment.

There will be no joint property purchased as a result of the collaborative effort outlined in the SOW. Each Party will provide its own equipment necessary to support its participation in the SOW.

4. Term.

The collaborative effort contemplated by this Agreement will commence on the effective date of this Agreement. The effective date of this Agreement shall be the later date of (1) 7/1/2026 or



(2) the date of the last signature by the Parties. The expiration date of this Agreement shall be **9/30/2030**.

5. Funding/Resource Share.

(a) The Collaborator will provide an estimated **\$149,400** in funds-in to the Project. The Collaborator is providing in-kind services and or resources with an estimated value of: \$0.

(b) If the Collaborator is a non-governmental organization, the USGS requires an advance of **\$69,590**. The USGS will submit an invoice. Invoices not paid within **30 days from date of bill** will bear interest, and other fees required by Federal law, at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

(c) This agreement has been negotiated to be paid in advance of work segments on **an annual** basis. Invoices not paid within **30 days from date of bill** will bear interest, and other fees required by Federal law, at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

(d) The USGS is providing in-kind services and or resources with an estimated value of: \$0 to the Project.

6. Amendments/Termination.

This Agreement can be changed or amended only by a written instrument signed by the Parties. This Agreement may be terminated by either Party on thirty (30) days written notice to the other Party. In the event of an early termination, USGS shall be reimbursed for any completed work or work in progress on the effective date of termination (i.e., when the Agreement actually terminates following the receipt of written notice from the other Party). Any unspent advanced funds will be returned to Collaborator. The USGS shall provide a copy of the outcomes completed as of the effective date of termination in the event of an early termination of the Agreement.

7. Scientific Information/Data.

Each Party is free to publish the information and data developed in the performance of the statement of work (SOW) and data management plan (DMP). Before a Party submits the information and data for publication or otherwise intends to publicly release or disclose scientific information and data that is jointly developed, the other Party will be provided thirty (30) days for review of the proposed release or disclosure, prior to submission for publication. The Parties acknowledge that scientific information and data developed as a result of the SOW are subject to applicable [USGS Fundamental Science Practices \(FSP\)](#) review, approval, and release requirements, which are available in [Survey Manual Chapter \(SMC\) 502.4, Fundamental Science Practices: Review, Approval, and Release of Information Products](#). The USGS is required to provide timely public access to the results of scientific information and data that does not contain sensitive protected information. Data and associated metadata will be open format and publicly accessible. The data and metadata will also be open access and machine readable in accordance with USGS FSP requirements available in [SMC 502.7, Fundamental Science Practices: Metadata](#)



for USGS Scientific Information Products Including Data and SMC 502.8, Fundamental Science Practices: Review and Approval of Scientific Data for Release.

8. (Reserved)

9. Notices.

Any notice required to be given, or which shall be given under this Agreement shall be in writing and delivered by email or first-class mail to the Parties as follows:

USGS Technical:

Christopher Laveau
1845 Wasp Blvd., B176 Honolulu, HI 96818
cdlaveau@usgs.gov
701-213-8694
<https://www.usgs.gov/centers/pacific-islands-water-science-center>

USGS Administrative:

Sharbra Gordon-Scott
934 Broadway, Suite 300, Tacoma, WA 98402
sgordon-scott@usgs.gov
253-552-1698

Collaborative Technical:

Mark M. Matsuda, P.E. | Director of Engineering
Maui Land & Pineapple Company, Inc. 500 Office Road Lahaina, HI 96761
mark@mauland.com
808-344-5457
mauland.com

Collaborator Administrative:

Mark M. Matsuda, P.E. | Director of Engineering
Maui Land & Pineapple Company, Inc. 500 Office Road Lahaina, HI 96761
mark@mauland.com
808-344-5457

Collaborator Financial Information:

Mark M. Matsuda, P.E. | Director of Engineering
Maui Land & Pineapple Company, Inc. 500 Office Road Lahaina, HI 96761
mark@mauland.com
808-344-5457
EIN is 99-0107542

10. Independent Organization.

For purposes of this Agreement and all research and services to be provided hereunder, each Party shall be, and shall be deemed to be, an independent Party and not an agent or employee of the other Party. Each Party shall have exclusive control over its employees in the performance



of the SOW. While in field locations, a Party's employees must adhere to the safety and technical requirements imposed by the Party controlling the work site.

Neither Party has authority to make any statements, representations, or commitments of any kind, or take any action, which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing. Neither Party has authority to use the name of the other in advertising or in other forms of publicity without the written permission of the other.

11. Governing Law.

(a) This Agreement is subject to interpretation under State and Federal law. If there is inconsistency between the laws, then Federal law is controlling. Each Party agrees to be responsible for the activities, including the negligence, of their employees. Responsibility of the USGS for the payment of claims for loss of property, personal injury, or death caused by the negligence or wrongful act or omission of a USGS employee, while acting within the scope of their employment, is limited to provisions of the Federal Tort Claims Act, 28 USC §§ 2671-80. USGS warrants that it is self-insured for the purposes of Worker's Compensation.

(b) The USGS and the Collaborator make no express or implied warranty as to the conditions of the research, merchantability or fitness for a particular purpose of the research, data, or resulting product incorporating data developed and exchanged under the SOW.

12. Force Majeure. Neither Party shall be held liable for any unforeseeable event beyond its control, not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this Agreement, and which it is unable to overcome by the exercise of due diligence including, but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning, and other natural catastrophes; epidemic, war, riot, civil disturbance, or disobedience; strikes, labor disputes, or failure, threat of failure, or sabotage; or any order or injunction made by a court or public agency. In the event of the occurrence of such a force majeure event, the Party unable to perform must promptly notify the other Party. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

13. Entire Agreement.

This Agreement contains all of the terms of the Parties and supersedes all prior Agreements and understandings related thereto. Due to the specialized nature of the collaborative work, this Agreement is non-assignable by both Parties.

14. Disputes.

The signatories to this Agreement shall expend their best efforts to amicably resolve any dispute that may arise under this Agreement. Any dispute that the signatories are unable to resolve shall be submitted to the Director of the USGS or his/her designee and the Administrator of the Collaborator or his/her designee for resolution.

15. Miscellaneous Provisions.

Pursuant to the Anti-Deficiency Act, 31 U.S.C. §1341 (a)(1), nothing herein contained shall be construed as binding the USGS to expend in any one fiscal year any sum in excess of its



appropriations or funding in excess of what it has received for the collaborative work outlined in the SOW.

16. Survivability.

The following provisions shall survive the termination of this Agreement: 7. Scientific Information/Data, and 14. Disputes.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the last date listed below.

ACCEPTED AND AGREED

The USGS signatory certifies that:

- o The USGS signatory is consistent with the delegations of authority to sign agreements, SM 205.13.
- o The Collaborator is a U.S. owned organization.
- o The COI form has been coordinated with the Ethics Office, as applicable.
- o This Collaborative Agreement contains standard terms only or, if it contains non-standard terms, it was sent to OPA for review.

U.S. GEOLOGICAL SURVEY


By: **SCOTT VANDERKOOI**
Digitally signed by SCOTT VANDERKOOI
Date: 2026.04.29 13:50:06 -07'00'

Name: **Scott VanderKooi**

Title: **Acting Center Director, PIWSC**

Date: 4/29/2026

COLLABORATOR

By: 

Name: RACE RANDLE

Title: CEO

Date: 5/8/26