



LAW OFFICE OF
JENNIFER A. LIM LLC



April 3, 2026

VIA ELECTRONIC MAIL

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Land Use Commission
State of Hawai‘i
Leiopapa A Kamehameha Building
235 South Beretania Street, Suite 406
Honolulu, HI 96813

Re: **LUC Agenda April 8, 2026, Item 2, Docket A92-683**
Haseko Royal Kunia, LLC’s Motion for Order Amending the
Memorandum of Understanding’s Offsite Infrastructure Date in Condition A.1

Dear Chair Lee and Members of the State Land Use Commission:

I submit this letter on behalf of my client Ho‘ohana Solar 1, LLC (“**Ho‘ohana**”), to provide the Commission with clarifications on language within the *Sixth Amendment to Amendment and Restatement of Memorandum of Understanding* (the “**6th MOU**”), between Haseko Royal Kunia, LLC (“**Haseko**”) and the State of Hawai‘i Department of Agriculture and Biosecurity (FKA the Department of Agriculture) (“**DAB**”), dated Dec. 17, 2025. The 6th MOU is the subject of Haseko’s *Motion for Order Amending the Memorandum of Understanding’s Offsite Infrastructure Date in Condition A.1* (“**Haseko Motion**”), filed Dec. 26, 2025. In the Motion, Haseko asks the Commission to amend earlier deadlines Commission-imposed to make those deadlines consistent with the new timeframes presented in the 6th MOU.

Ho‘ohana is not a party to the 6th MOU and is not bound by the terms of the 6th MOU. Nonetheless, Ho‘ohana has concerns about incorrect statements about Ho‘ohana that are within the 6th MOU. The 6th MOU improperly characterizes Ho‘ohana’s obligations under the Commission’s orders and incorrectly implies that Ho‘ohana has not satisfied its obligations to the DAB or Haseko. The statements of concern to Ho‘ohana are not the focus of the Haseko Motion. All the same, we cannot allow such statements to be left unchallenged; doing so would establish a misleading record in this Docket.

Ho‘ohana does not object to the new deadlines for Haseko’s performance under the 6th MOU. Accordingly, Ho‘ohana does not object to the relief requested in the Haseko Motion. We submit this testimony to ensure that the Commission has an accurate description of the facts that pertain to Ho‘ohana given the misstatements in the 6th MOU.

Ho‘ohana’s interest in Docket A92-683 arises from its lease of 161 acres within the 503.866-acre Petition Area that is the subject of this Docket. The leased property, TMK No. (1) 9-4-002: 052 (“**Parcel 52**”), is owned Robinson Kunia Land LLC (“**Robinson**”). In addition to Haseko and Robinson, the other owners of the Petition Area land are RK II Partners LLC and RKES LLC.

Ho‘ohana leased Parcel 52 from Robinson to develop and operate a 52 MW, 208 MWh battery storage solar farm. The Commission authorized the development and operation of the solar farm in its *Amended Order Granting Successor Petitioner (as to Parcel 52) Ho‘ohana Solar 1, LLC’s Motion for Modification and Time Extension*, in Docket A92-682, issued Nov. 1, 2021 (the “**2021 Order**”). The solar farm is fully constructed. As we reported to the Commission in July, the project is in commercial operation and supplying power to the HECO grid. See enclosed letter.

I. HO‘OHANA’S OBLIGATIONS UNDER CONDITION B.1 OF THE 2021 ORDER

The Commission authorized the development and operation of the solar farm subject to seven conditions of approval. Conditions B1 through B7 were made “applicable only to the solar farm on Parcel 52, and shall be applicable only upon development of the solar farm use on Parcel 52.” See 2021 Order at 37. In the 2021 Order the Commission also imposed a set of conditions designated as the “A” conditions, that “apply to the Petition Area but not to the solar farm development on Parcel 52,” *Id.* at 36. Ho‘ohana has no responsibility for the “A” conditions.

Relevant to the erroneous language in the 6th MOU is Condition B.1. It is the sole condition applicable to Ho‘ohana that addresses obligations to the State DAB (FKA the State Department of Agriculture). Condition B.1 of the 2021 Order provides as follows:

1. Royal Kunia Agricultural Park Non-Potable Water Connection. Prior to the connection of the Solar Project to the grid, Ho‘ohana shall, at no cost to the State and concurrent with construction of the solar farm, design and provide an off-site, non-potable waterline from Reservoir 225 to the boundary of the Royal Kunia Agricultural Park (the “non-potable waterline”), using the design and specifications acceptable to the Department of Agriculture that were submitted to the Department of Planning and Permitting by RP2 Ventures, LLC.

Prior to providing the non-potable waterline, Ho‘ohana shall at its sole cost and expense, cause Robinson Kunia Land LLC to grant any required non-exclusive, perpetual utility easement(s) to the State of Hawai‘i for the alignment of the non-potable waterline. Ho‘ohana shall provide contracted maintenance on the installed non-potable waterline and maintain the non-potable waterline in an operable condition for the duration of the operation of the solar farm at no cost to the State.

The Department of Agriculture shall be solely responsible for obtaining the non-potable water allocation to service the Royal Kunia Agricultural Park. If Ho‘ohana is required to perform an environmental impact statement pursuant to Chapter 343, Hawai‘i Revised Statutes, then the time period set forth in this condition shall be extended by the number of days that Ho‘ohana is delayed as a result.

Ho‘ohana completed the installation of the non-potable waterline nearly three years ago, long before DAB and Haseko executed the 6th MOU on Dec. 17, 2025. Ho‘ohana also obtained the easement from landowner Robinson in favor of the State for that waterline. The grant of easement recorded in the Bureau on Dec. 14, 2023.

In 2024, the Commission has confirmed Ho‘ohana’s satisfaction of these obligations. *See the Commission’s Findings of Fact, Conclusions of Law, and Decision and Order Granting Motion to Amend the Memorandum of Understanding’s Offsite Infrastructure Date in Condition A.1*, issued Oct. 7, 2024 (“**2024 Order**”) at Finding of Fact #26.¹ At the same time, the Commission correctly noted that Ho‘ohana also had an obligation to maintain the waterline pursuant to Condition B.1, and that Haseko had not yet installed the pump it was obligated to provide to the DAB.

Ho‘ohana’s only outstanding obligation is to “provide contracted maintenance on the installed non-potable waterline and maintain the non-potable waterline in an operable condition for the duration of the operation of the solar farm at no cost to the State.” Ho‘ohana stands by its commitment to provide maintenance for the waterline (and only the waterline). Ho‘ohana reiterated its commitment directly to the DAB in July 2025.

¹ Finding of Fact #26 of the 2024 Order states:

In September of 2023, Ho‘ohana’s obligation under Condition B.1. to construct the irrigation non-potable water line was completed. Ho‘ohana also has an obligation to maintain the water line pursuant to Condition B.1. The grant of easement required under Condition B.1. has been given to the DOA, and the water line is ready for operation once Haseko installs the pump.

Because DAB was not yet able use the waterline (because the Agricultural Park was not in operation and because DAB was awaiting Haseko's completion of certain infrastructure), in July of 2025 Ho'ohana asked that DAB notify Ho'ohana in writing 90 days prior to DAB putting the non-potable waterline into operation. That would give Ho'ohana adequate time to inspect the condition of the line and plan for appropriate maintenance. To date, Ho'ohana has not received notification from DAB of an expected start of operations of the waterline.

Ho'ohana has complied with Condition B.1 of the 2021 Order, which is the sole source of its obligations to DAB. Yet Section M of the 6th MOU between Haseko and DAB falsely portrays Ho'ohana as being derelict in its duties and as having obligations far beyond anything the Commission has ordered. This testimony is to ensure that the Commission's record is not corrupted by the misleading language in the 6th MOU.

II. 6TH MOU, SECTION M, HAS FALSE STATEMENTS ABOUT HO'OHANA

Section M of the 6th MOU provides as follows:

M. Assistance with Non-Potable Water System.

The DAB will utilize reasonable best efforts to require Ho'ohana Solar to comply with Amended Condition B.1 of the 2021 LUC Order, related to the development and maintenance of the Irrigation Infrastructure to service irrigation and other non-potable water needs of the Royal Kunia Phase I and Phase II projects, including the State Agricultural Park. Haseko will also utilize reasonable best efforts to require Ho'ohana Solar to comply with the agreement entered into between Haseko and Ho'ohana Solar.

Regarding the status of Ho'ohana's obligations, Section M has several misstatements.

First, the language appears to erroneously conflate Haseko's obligations under Condition A.1 of the 2024 Order with Ho'ohana's obligations under Condition B.1 of the 2021 Order. Ho'ohana's obligations under Condition B.1 are more limited and do not extend to the range of improvements captured in the term "Irrigation Infrastructure," which improvements are required of Haseko under Condition A.1 of the 2024 Order.

Second, Ho'ohana has no obligation to develop and maintain any infrastructure to service the waters needs of the "Royal Kunia Phase 1 and Phase II projects." Ho'ohana's obligations come from Condition B.1 of the 2021 Order. The waterline Ho'ohana was required to install (and has in fact completed) is to bring irrigation water to the State's Agricultural Park.

Ho‘ohana’s maintenance obligations are limited to only the non-potable waterline that will supply the Ag Park.

Third, Ho‘ohana has fully complied with Condition B.1 of the 2021 Order to the extent possible and has confirmed in writing to DAB that it stands ready to maintain the non-potable waterline once DAB is ready to put the line into use. Thus, DAB has no cause to exercise “best efforts” to get Ho‘ohana to accomplish what has already been completed.

Fourth, the only agreement between Haseko and Ho‘ohana that is in any way relevant to this matter is an *Agreement Regarding Irrigation Facilities*, effective May 24, 2023. All obligations of both parties under that agreement have been satisfied. As such, Haseko has no cause to use “best efforts” to cause Ho‘ohana to accomplish what it has already completed.

1. IRRIGATION INFRASTRUCTURE

Section M of the 6th MOU improperly states that Ho‘ohana’s obligations extend to the “development and maintenance of the Irrigation Infrastructure.” Ho‘ohana is not obligated to provide or maintain “Irrigation Infrastructure.” Ho‘ohana’s obligations are in Condition B.1 of the 2021 Order (see Section I above).

Ho‘ohana is required to build a non-potable waterline (defined by the Commission as “an off-site, non-potable waterline from Reservoir 225 to the boundary of the Royal Kunia Agricultural Park”), obtain an easement for the benefit of the State to allow that waterline to run through private property, and provide contracted maintenance on the installed non-potable waterline and maintain the non-potable waterline in an operable condition for the duration of the operation of the solar farm, all at no cost to the State.

Ho‘ohana’s obligations to DABA never extended to installing any improvements other than the non-potable waterline, such as a water pump or similar appurtenances. And Ho‘ohana’s maintenance obligations apply solely to the non-potable waterline. This is clear under Condition B.1 of the 2021 Order.

Ho‘ohana’s obligations under Condition B.1 are clear. Yet Section M of the 6th MOU incorrectly implies that Ho‘ohana is obligated to develop and maintain the “Irrigation Infrastructure” which is a term that encompasses far greater improvements than the non-potable waterline. Condition A.1 of the 2024 Order defines “Irrigation Infrastructure” as “comprised of the water line and pump station.” Ho‘ohana is not subject to Condition A.1 and is not now and never has been obligated to provide a pump station.

Moreover, Ho‘ohana’s maintenance obligations apply only to the non-potable waterline, and not any other irrigation-related improvements. Condition B.1 does not require Ho‘ohana to develop or maintain “Irrigation Infrastructure” and the language in Section M is wrong.

2. HO‘OHANA’S WATERLINE OBLIGATION IS TO THE STATE AGRICULTURAL PARK AND NOT TO ROYAL KUNIA PHASE I AND PHASE II

Section M of the 6th MOU incorrectly states that Ho‘ohana waterline obligations are “to service irrigation and other non-potable water needs of the Royal Kunia Phase I and Phase II projects, including the State Agricultural Park.” This is wrong.

The non-potable waterline that the Commission required Ho‘ohana to install and to maintain during the operational term of the solar farm is solely for the benefit of the State’s Agricultural Park. The grant of easement for that waterline is in favor of the State Department of Agriculture, and the State DAB is solely responsible for obtaining the non-potable water allocation to service the Agricultural Park.

Ho‘ohana has no obligation to provide or maintain a waterline that services Royal Kunia Phase I or Phase II. The waterline Ho‘ohana was obligated to install (and maintain) is to service the State Agricultural Park and nothing more.

3. HO‘OHANA HAS SATISFIED ITS OBLIGATIONS IN GOOD FAITH:
DAB HAS NO NEED TO EMPLOY “BEST EFFORTS” TO GET HO‘OHANA
TO DO WHAT IT HAS ALREADY DONE

Ho‘ohana, in addition to funding the planning and construction of the non-potable waterline for DAB (at a cost of approximately \$1.25 Million), completing the installation of that waterline, which waterline now belongs to the State, also caused Robinson to issue a Grant of Non-Exclusive Waterline Easement to the State DOA. That grant was recorded in the Bureau of Conveyances on Dec. 4, 2023.

Before that grant could be given, Ho‘ohana worked with Robinson to establish the waterline easement through a subdivision action with the City Department of Planning and Permitting (again, at no cost to the State). Once that easement subdivision was approved, Robinson and the State DAB were able to execute and record the grant that runs in favor of the State.

In these respects, Ho‘ohana has satisfied its obligations to the State DAB. Given these facts, contrary to what is stated in Section M of the 6th MOU, DAB has no cause to employ “best efforts” to get Ho‘ohana to do what it has already completed.

The only obligation outstanding under Condition B.1 is for Ho‘ohana to provide contracted maintenance for the waterline (and only the waterline) during the period that

Ho‘ohana has its solar farm in operation. As recently as July of 2025, Ho‘ohana confirmed to DAB in writing its willingness to provide that maintenance.

Our understanding is that DAB is not currently able to use the non-potable waterline because the Agricultural Park is not in operation. Ho‘ohana acknowledges that once the waterline is in use for the Ag Park, Ho‘ohana is expected to provide contracted maintenance for the waterline that will supply irrigation water to the State Agricultural Park. Ho‘ohana wrote to DAB in July to ask that DAB notify Ho‘ohana in writing 90 days before it intends to put the non-potable waterline into operation so that Ho‘ohana will have sufficient time to inspect the line and arrange for appropriate maintenance to be in place once the water line is in operation. Ho‘ohana has not received notification from DAB that it is prepared to put the waterline into operation, but Ho‘ohana stands ready to make appropriate maintenance arrangements when the time comes.

4. THE AGREEMENT BETWEEN HO‘OHANA & HASEKO IS SATISFIED. HASEKO HAS NO CAUSE TO USE “BEST EFFORTS” TO GET HO‘OHANA TO COMPLY WITH TERMS THAT HO‘OHANA HAS FULLY PERFORMED

Ho‘ohana and Haseko entered an agreement in May 2023 (*Agreement Regarding Irrigation Infrastructure*), where they joined together to efficiently address the construction of certain of the infrastructure elements the Commission required the parties to provide to the State Agricultural Park.

The Commission’s requirements for Ho‘ohana are under Condition B.1 of the 2021 Order (see Section I above). Haseko’s obligations to the Agricultural Park are found in Condition A.1 of the 2024 Order, which requires Haseko’s completion of the “Irrigation Infrastructure for non-potable irrigation water [and] is comprised of the water line and pump station and shall be completed by August 31, 2024.”²

Given the fact that Haseko was obligated to install a variety of offsite infrastructure elements and Ho‘ohana was obligated to install the non-potable waterline, the two parties entered into an agreement to solicit construction bids for all of the Ho‘ohana work (*i.e.*, construction and installation of the non-potable waterline) and a portion of the Haseko work (*i.e.*, the permitting, construction, and installation of a four-inch Strainer Backwash line, Pump Station, and Backwash Strainer Lift Station adjacent to Reservoir 225, to filter the water from Reservoir 225 and pressurize the non-potable waterline). All the obligations under the agreement between Haseko and Ho‘ohana have been satisfied.

² Condition A.1 of the 2021 Order required Haseko to complete all “offsite infrastructure” for the Agricultural Park by June 20, 2023, defined as “includes, but is not limited to, all utilities and appurtenant works, roadways, potable water lines, electrical utilities, sewer lines, utility connections, and the non-potable waterline appurtenances in place, complete.”

All the work under that agreement has been completed, all required payments have been made, and the building permit for the waterline was closed out over six months ago. The improvements have been inspected, and all improvements have been turned over to the State DAB. In fact, Section E.2 of the 6th MOU confirms that: “The Irrigation Infrastructure has been completed and accepted by the DAB on October 1, 2025”

The terms of the agreement between Haseko and Ho‘ohana have been fully and satisfactorily completed. Thus, Haseko’s commitment in Section M of the 6th MOU is illusory. Section M calls on Haseko to “utilize reasonable best efforts to require Ho‘ohana Solar to comply with the agreement entered into between Haseko and Ho‘ohana Solar.” Ho‘ohana fully complied with its obligations under that agreement. As such, Haseko has no cause to employ “best efforts” to get Ho‘ohana to do what it has already completed.

We appreciate this opportunity to provide comments on Haseko’s Motion. As previously stated, Ho‘ohana does not object to the new deadlines for Haseko’s performance under the 6th MOU and therefore does not object to the relief requested in the Haseko Motion. Our concerns are with the misstatements about Ho‘ohana that are within the 6th MOU. We submit this testimony to ensure that the Commission has an accurate description of the facts as they pertain to Ho‘ohana and to prevent confusion in record of this Docket A92-683.

Sincerely,

LAW OFFICE OF JENNIFER A. LIM, LLLC

By: *Jennifer A. Lim*
Jennifer A. Lim

cc: client
Enc.



LAW OFFICE OF
JENNIFER A. LIM LLLC

July 29, 2025

VIA ELECTRONIC MAIL & US MAIL

daniel.e.orođenker@hawaii.gov

Daniel Orodēnker, Executive Officer
Land Use Commission, State of Hawaii
State Office Tower, Leiopapa A Kamehameha Building
235 South Beretania Street, Suite 406
Honolulu, HI 96813

Re: Docket A92-683: Ho‘ohana Solar 1, LLC Start of Commercial Operations

Dear Executive Officer Orodēnker:

We are very pleased to report to you, your staff, and the members of the State Land Use Commission, that Ho‘ohana Solar 1, LLC (“**Ho‘ohana**”) officially started commercial operations of its 52 MW, 208 MWh battery storage solar farm located in Kunia. It has been a long and at times challenging effort to get to this point, but the project is now providing clean renewable energy for the Hawaiian Electric grid.

On behalf of my client, Ho‘ohana, we want to express our heartfelt thanks to the Commission for its belief in and support for this solar farm project. Enclosed for your records is a Hawaiian Electric press release announcing this significant accomplishment.

Sincerely,

LAW OFFICE OF JENNIFER A. LIM, LLLC

By: *Jennifer A. Lim*
Jennifer A. Lim

Enc.



**Hawaiian
Electric**

NEWS RELEASE

FOR IMMEDIATE RELEASE

New solar + battery storage project completes first stage of renewable energy projects on 3 island grids

Seven projects add 260 megawatts of clean power

HONOLULU, July 22, 2025 – The new Ho’ohana Solar project started commercial operations on July 11, 2025, marking the completion of the first stage of grid-scale renewable energy systems brought online through a competitive bidding process initiated by Hawaiian Electric in 2018. Collectively, these seven projects added 260 megawatts of renewable energy and 1,038 megawatt-hours of energy storage.

“Even as national energy priorities shift, Hawai’i remains committed to renewable energy because it makes sense for our state and for our customers and this marks a significant milestone. We all want to see that momentum continue to protect our environment, enhance resilience, and make energy more affordable,” said Rebecca Dayhuff Matsushima, Hawaiian Electric vice president of resource procurement.

Ho’ohana Solar, a 52 MW solar project with a 208 MWh battery energy storage system, is located in Kunia, O’ahu and was developed by 174 Power Global. It is among the seven Stage 1 projects, which are:

- O’ahu
 - AES West O’ahu Solar: 12.5 MW solar, 50 MWh battery storage
 - Mililani 1 Solar: 39 MW solar, 156 MWh battery storage
 - Waiawa Solar Power: 36 MW solar, 144 MWh battery storage
 - Ho’ohana Solar: 52 MW solar, 208 MWh battery storage
- Maui
 - AES Kuihelani: 60 MW solar, 240 MWh battery storage
- Hawai’i
 - AES Waikoloa Solar: 30 MW solar, 120 MWh battery storage
 - Hale Kuawehi: 30 MW solar, 120 MWh battery storage

The procurement for this first stage of projects started in 2018 but there were construction delays due to the COVID-19 pandemic and global supply chain issues. Hawaiian Electric initiated a second stage of project procurements in 2019 and a third stage in 2022.

- More -

To date, Hawaiian Electric has reached 36% renewable energy across O’ahu, Maui County and Hawai’i Island and reduced its use of oil for power generation by 57 million gallons annually.

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