

MINUTES  
REGULAR MEETING  
OF THE  
BOARD OF WATER SUPPLY

November 25, 2019

At 2:00 PM on November 25, 2019 in the Board Room of the Public Service Building at 630 South Beretania Street, Honolulu, Hawaii, Board Chair Andaya called to order the Regular Meeting.

Present: Bryan P. Andaya, Chair  
Kapua Sproat, Vice Chair  
Ross S. Sasamura  
Jade T. Butay

Also Present: Ernest Lau, Manager and Chief Engineer  
Ellen Kitamura, Deputy Manager and Chief Engineer  
Erwin Kawata  
Mike Fuke  
Jason Takaki  
Joe Cooper  
Kathy Mitchell  
Kathleen Pahinui  
Ron Wada  
Raelynn Nakabayashi  
Michele Thomas  
Mike Matsuo  
Barry Usagawa  
Steven Nordstrom  
Frederick Lee  
Warren Young  
Ramona Kaito-Haasinritter

Others Present: Jeff Lau, Deputy Corporation Counsel  
Li Li, Deputy Corporation Counsel  
David Brown, Morgan, Lewis & Bockius LLP  
Ella Foley Gannon, Morgan, Lewis &  
Bockius LLP  
Marti Townsend, Sierra Club  
Susan Uyesugi, SSFM International

Absent: Ray C. Soon  
Max J. Sword  
Kay C. Matsui

**APPROVAL OF  
MINUTES**

Approval of the Minutes of the Regular Meeting held on October 28, 2019.

**MOTION  
TO APPROVE**

Ross Sasamura and Kapua Sproat motioned and seconded, respectively, to approve the Minutes of the Regular Meeting of October 28, 2019. The motion was unanimously carried.

THE MINUTES OF THE REGULAR MEETING HELD ON OCTOBER 28, 2019 WERE APPROVED AT THE NOVEMBER 25, 2019 BOARD MEETING			
	AYE	NO	COMMENT
BRYAN P. ANDAYA	X		
KAPUA SPROAT	X		
KAY C. MATSUI			ABSENT
RAY C. SOON			ABSENT
MAX J. SWORD			ABSENT
ROSS S. SASAMURA	X		
JADE T. BUTAY	X		

ADOPTION OF  
RESOLUTION  
NO. 905, 2019

Chairman and Members  
Board of Water Supply  
City and County of Honolulu  
Honolulu, Hawaii 96843

Chair and Members:

Subject: Adoption of Resolution No. 905, 2019, to Execute the  
Hawaii Water Agency Response Network (HIWARN)  
Mutual Aid and Assistance Agreement

The Hawaii Water Agency Response Network (HIWARN) is a statewide mutual assistance network of water utilities whose mission is to support and promote statewide emergency preparedness, effective disaster response and mutual aid.

The HIWARN allows participating member agencies to request aid or assistance in the form of personnel, equipment, supplies and other associated services to respond and recover from natural or human caused disaster emergency events.

The HIWARN provides rapid, short-term deployment of emergency services to restore critical operations of the affected water utility and provides members agencies additional resiliency to ensure continuity of services.

The HIWARN adopts the National Incident Management System (NIMS) to satisfy the eligibility requirements for federal grants and reimbursements for disaster emergency events.

The foundation of the HIWARN is a signed Mutual Aid and Assistance Agreement between all participating water utilities that defines the process for sharing resources among the utilities statewide during emergencies.

The Department is a member of the HIWARN through the Mutual Aid and Assistance Agreement which was executed in 2013 between the Board of Water Supply (BWS), County of Hawaii Department of Water Supply (HDWS) and Department of Water County of Kauai (KDOW).

Since 2013, new water managers were appointed for HDWS and KDOW. In addition, the County of Maui, Department of Water Supply (MDWS) expressed interest in participating in the HIWARN. The 2013 HIWARN Mutual Aid and Assistance Agreement was reviewed and updated to incorporate changes by the participating water departments.

The Department is recommending approval to execute the attached 2019 HIWARN Mutual Aid and Assistance Agreement upon the signatures of the Chair of the Board of Water Supply and the Manager and Chief Engineer.

Respectfully submitted,

/s/ ERNEST Y. W. LAU, P.E.  
Manager and Chief Engineer

Attachment”

**DISCUSSION:** Ellen Kitamura, Deputy Manager, gave the report.

Chair Andaya conferred with Corporation Counsel Li Li to determine if entire resolution should be formally read into the minutes. Counsel Li Li replied that he would check and get back to the Chair with a recommendation.

Manager Lau indicated that the minutes of the meeting will include a full copy of the resolution and the motion to confirm the action taken by the Board on Resolution No. 905, 2019.

**MOTION TO ADOPT RESOLUTION No. 905, 2019** Ross Sasamura motioned to adopt Resolution No. 905, 2019, to Execute the Hawaii Water Agency Response Network (HIWARN) Mutual Aid and Assistance Agreement. The motion was seconded by Jade T. Butay and unanimously carried.

RESOLUTION NO. 905, 2019, TO EXECUTE THE HAWAII WATER AGENCY RESPONSE NETWORK (HIWARN) MUTUAL AID AND ASSISTANCE AGREEMENT ADOPTED ON NOVEMBER 25, 2019			
	AYE	NO	COMMENT
BRYAN P. ANDAYA	X		
KAPUA SPROAT	X		
KAY C. MATSUI			ABSENT
RAY C. SOON			ABSENT
MAX J. SWORD			ABSENT
ROSS S. SASAMURA	X		
JADE T. BUTAY	X		

**BOARD OF WATER SUPPLY  
CITY AND COUNTY OF HONOLULU**

**RESOLUTION 905, 2019**

**EXECUTE THE HAWAII WATER AGENCY RESPONSE NETWORK (HIWARN)  
MUTUAL AID AND ASSISTANCE AGREEMENT**

WHEREAS the Board of Water Supply, City and County of Honolulu is committed to its mission to provide safe, dependable, and affordable water on Oahu now and into the future;

WHEREAS the Board of Water Supply, City and County of Honolulu is committed to prepare, respond and recover from natural or human caused disaster emergency events that impact the operations of the Department;

WHEREAS the Board of Water Supply, City and County of Honolulu recognizes that disaster emergency events may require aid or assistance in the form of personnel, equipment, supplies and other associated services from entities external to the Department;

WHEREAS the Hawaii Water Agency Response Network (HIWARN) is a statewide mutual assistance network of water utilities whose mission is to support and promote statewide emergency preparedness, effective disaster response, and mutual aid assistance;

WHEREAS the objective of the HIWARN is to provide rapid, short-term deployment of emergency services to restore critical operations of the affected water utility;

WHEREAS participation in the HIWARN provides member utilities with additional resiliency against natural or human caused disaster emergency events to ensure continuity of services;

WHEREAS the HIWARN adopts the National Incident Management System (NIMS) to satisfy the eligibility requirements for federal grants and reimbursements for disaster emergency events;

WHEREAS the foundation of the HIWARN is a signed Mutual Aid and Assistance Agreement between all participating water utilities that defines the process for sharing resources among the utilities statewide during emergencies;

BE IT RESOLVED by the members of the Board of Water Supply, City and County of Honolulu, to authorize the execution of the HIWARN Mutual Aid and

Agreement upon the signatures of the Chair of the Board and the Manager and Chief Engineer of the Board of Water Supply;

BE IT FINALLY RESOLVED that a copy of this resolution be sent to the signatories of the HIWARN Mutual Aid and Assistance Agreement.

ADOPTED:

A handwritten signature in black ink, consisting of a series of loops and a final horizontal stroke.

BRYAN P. ANDAYA  
Chair

Honolulu, Hawaii  
November 25, 2019

1                   **Hawaii Water Agency Response Network (HIWARN)**  
2                   **Mutual Aid and Assistance Agreement**

3  
4  
5                   **AGREEMENT**

6  
7       This Hawaii Water Agency Response Network (HIWARN) Mutual Aid Agreement ("Agreement")  
8       is made and entered into by Hawaii Water Utilities that have, by executing this Agreement,  
9       manifested their intent to participate in an Intrastate Program for Mutual Aid and Assistance.

10  
11                   **ARTICLE I.**  
12                   **PURPOSE**

13  
14       Recognizing that emergencies may require aid or assistance in the form of personnel,  
15       equipment, and supplies from outside the area of impact, the signatory utilities hereby establish  
16       a Hawaii Water Agency Response Network (HIWARN) Intrastate Program for Mutual Aid and  
17       Assistance. Through the Mutual Aid and Assistance Program, Members coordinate response  
18       activities and share resources during emergencies. This Agreement sets forth the procedures  
19       and standards for the administration of the HIWARN Mutual Aid and Assistance Program.

20  
21                   **ARTICLE II.**  
22                   **DEFINITIONS**

- 23  
24       A. Associate Member – Any non-utility participant, approved by the HIWARN Leadership  
25       Team, that provides a support role for the HIWARN program, such as the State of Hawaii  
26       Department of Health, or those who are members of the HIWARN Leadership Team but  
27       have not executed this Agreement.  
28  
29       B. Authorized Official – An employee or officer of a Member utility that is authorized to:  
30           1. Request assistance;  
31           2. Offer assistance;  
32           3. Refuse to offer assistance or;  
33           4. Withdraw assistance under this Agreement.  
34  
35       C. Confidential Information – Any document shared with any signatory of this Agreement that is  
36       marked confidential, including but not limited to any map, report, notes, papers, opinion, or  
37       e-mail which relates to the system vulnerabilities of a Member or Associate Member.  
38  
39       D. Emergency – An occurrence or imminent threat thereof, which results or may likely result in  
40       substantial injury or harm to the population or loss of life, or substantial damage to or loss of  
41       property that is, or could reasonably be beyond the capability of the services, personnel,  
42       equipment, and facilities of a Member to fully manage and mitigate without assistance.  
43  
44       E. Hawaii Water Utility – Any county or private municipal drinking water utility that is regulated  
45       under Hawaii Administrative Rules, Title 11, Department of Health, Chapter 20, Rules  
46       Relating to Potable Water Systems.  
47  
48       F. Member – Any Hawaii Water Utility that manifests intent to participate in the Mutual Aid and  
49       Assistance Program by executing this Agreement.  
50

- 1 G. National Incident Management System (NIMS) – A national, standardized approach to  
2 incident management and response that sets uniform processes and procedures for  
3 emergency response operations.  
4
- 5 H. Non-Responding Member – A Member or Associate Member that does not provide aid or  
6 assistance during a Period of Assistance under the Mutual Aid and Assistance Program.  
7
- 8 I. Period of Assistance – A specified period of time when a Responding Member assists a  
9 Requesting Member during an Emergency. The period commences when personnel,  
10 equipment, or supplies depart from Responding Member's facility and ends when the  
11 resources return to their facility (portal to portal). All protections identified in this Agreement  
12 apply during this period.  
13
- 14 J. Requesting Member – A Member or Associate Member who requests aid or assistance  
15 under the Mutual Aid and Assistance Program.  
16
- 17 K. Responding Member – A Member or Associate Member that responds to a request for aid or  
18 assistance under the Mutual Aid and Assistance Program.  
19

### 20 **ARTICLE III.** 21 **ADMINISTRATION** 22

23 The Mutual Aid and Assistance Program shall be administered by the HIWARN Leadership  
24 Team through the HIWARN Steering Committee in accordance with the HIWARN By-Laws. The  
25 purpose of the HIWARN Steering Committee is to provide local coordination of the Mutual Aid  
26 and Assistance Program before, during, and after an emergency.  
27

28 The HIWARN Leadership Team shall meet semi-annually to address Mutual Aid and Assistance  
29 Program issues. The HIWARN Steering Committee shall meet annually to review emergency  
30 preparedness and response procedures. The Leadership Team and Steering Committee  
31 represent the interests of the HIWARN program and its members. In addition to representing  
32 the interests of the Members, the Leadership Team and Steering Committee includes  
33 representatives from County water utilities and those organizations that may have a role to play  
34 in the Mutual Aid and Assistance Program, such as public health, emergency management,  
35 Rural Water Association, American Water Works Association, etc. Under the leadership of the  
36 Chair, the HIWARN Steering Committee shall plan and coordinate emergency planning and  
37 response activities for the Mutual Aid and Assistance Program.  
38

### 39 **ARTICLE IV.** 40 **PROCEDURES** 41

42 In coordination with the HIWARN Leadership Team, the Steering Committee shall develop  
43 operational and planning procedures for the Mutual Aid and Assistance Program. These  
44 procedures shall be reviewed at least annually and updated as needed by the Steering  
45 Committee.  
46

### 47 **ARTICLE V.** 48 **REQUESTS FOR ASSISTANCE** 49

- 50 A. Member Responsibility – Members shall each identify an Authorized Official and alternates  
51 and provide 24-hour contact information. In addition, Members shall also be responsible for



maintaining resource information that may be available from the utility for mutual aid and assistance response. Such contact information shall be updated annually or when changes occur and provided to the HIWARN Steering Committee.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member or Associate Member. Specific protocols for requesting aid shall be provided in the required procedures (Article IV).

- B. Response to a Request for Assistance – Members of this Agreement are not obligated to respond to a request. After a Member receives a request for assistance, the Authorized Official evaluates whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether it will respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.
- C. Discretion of Responding Member's Authorized Official – Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. An Authorized Official's decisions on the availability of resources shall be final.

## **ARTICLE VI.**

### **RESPONDING MEMBER PERSONNEL**

- A. National Incident Management System – When providing assistance under this Agreement, the Requesting Member and Responding Member shall be organized and shall function under the National Incident Management System (NIMS).
- B. Control – During the Period of Assistance the Responding Member's personnel remain under the supervision of the Responding Member, the Responding Member's employees come under the direction and control of the Requesting Member, consistent with the NIMS Incident Command System to address the needs identified by the Requesting Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). The Authorized Official of the Responding Member shall designate supervisor(s) who must keep accurate records of work performed by personnel during the specified Period of Assistance.
- C. Food and Shelter – Whenever practical, Responding Member personnel must be self-sufficient for up to 72 hours. When possible, the Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. Except as provided below, the cost for such resources must not exceed the State per diem rates for that area. To the extent food and shelter costs exceed the State per diem rates for the area; the Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances. Unless otherwise agreed

1 to in writing, the Requesting Member remains responsible for reimbursing the Responding  
2 Member for all reasonable and necessary costs associated with providing food and shelter,  
3 if such resources are not provided.  
4

5 D. Communication – The Requesting Member shall provide Responding Member personnel with  
6 radio equipment as available, or radio frequency information to program existing radio, in order  
7 to facilitate communications with local responders and utility personnel.  
8

9 E. Status - Unless otherwise provided by law, the Responding Member's officers and  
10 employees retain the same privileges, immunities, rights, duties and benefits as provided in  
11 their respective jurisdictions.  
12

13 F. Licenses and Permits – To the extent permitted by law, Responding Member personnel that  
14 hold licenses, certificates, or permits evidencing professional, mechanical, or other skills  
15 shall be allowed to carry out activities and tasks relevant and related to their respective  
16 credentials during the specified Period of Assistance.  
17

18 G. Right to Withdraw - The Responding Member's Authorized Official retains the right to  
19 withdraw some or all of the Responding Member's resources at any time for any reason in  
20 the Responding Member's Authorized Official's sole and absolute discretion. Notice of  
21 intention to withdraw must be communicated to the Requesting Member's Authorized Official  
22 as soon as soon as is practicable under the circumstances.  
23

## 24 **ARTICLE VII.**

### 25 **COST-REIMBURSEMENT**

26

27 The Requesting Member shall reimburse the Responding Member for each of the following  
28 categories of costs incurred during the specified Period of Assistance as agreed in whole or in  
29 part by both parties; provided, that any Responding Member may assume in whole or in part  
30 such loss, damage, expense, or other cost, or may loan such equipment or donate such  
31 services to the Requesting Member without charge or cost. This Article shall survive termination  
32 or withdrawal.  
33

34 A. Personnel – The Responding Member shall be reimbursed by the Requesting Member for  
35 personnel costs incurred for work performed during the specified Period of Assistance.  
36 Responding Member personnel costs shall be calculated according to the terms provided in  
37 their employment contracts or other conditions of employment. The Responding Member's  
38 designated supervisor(s) must keep accurate records of work performed by personnel  
39 during the specified Period of Assistance. Requesting Member reimbursement to the  
40 Responding Member should consider all personnel costs, including salaries or hourly  
41 wages, costs for fringe benefits, and indirect costs. The Requesting Member and the  
42 Responding Member shall remain responsible for the worker's compensation coverage of  
43 their respective personnel.  
44

- 1 B. Equipment – The Requesting Member shall reimburse the Responding Member for the use  
2 of equipment during the specified Period of Assistance, including, but not limited to,  
3 reasonable rental rates, all fuel, lubrication, maintenance, transportation, and  
4 loading/unloading of loaned equipment. All equipment shall be returned to the Responding  
5 Member in good working order as soon as is practicable and reasonable under the  
6 circumstances. At a minimum, rates for equipment use must be based on the Federal  
7 Emergency Management Agency (FEMA) Schedule of Equipment Rates. If a Responding  
8 Member uses rates different from those in the FEMA Schedule of Equipment Rates, the  
9 Responding Member must provide such rates orally or in writing to the Requesting Member  
10 prior to supplying the equipment. Mutual agreement on which rates are used must be  
11 reached in writing prior to dispatch of the equipment. Reimbursement for equipment not  
12 referenced on the FEMA Schedule of Equipment Rates must be developed based on actual  
13 recovery of costs. If Responding Member must lease or rent a piece of equipment while its  
14 equipment is being repaired, Requesting Member shall reimburse Responding Member for  
15 such lease or rental costs.  
16
- 17 C. Materials and Supplies – The Requesting Member must reimburse the Responding Member  
18 in kind or at actual replacement cost, plus handling charges, for use of expendable or non-  
19 returnable materials and supplies. The Responding Member must not charge direct fees or  
20 rental charges to the Requesting Member for other supplies and reusable items that are  
21 returned to the Responding Member in a clean, damage-free condition. Reusable supplies  
22 that are returned to the Responding Member with damage must be treated as expendable  
23 supplies and the Requesting Member will be responsible for the cost of reimbursement.  
24
- 25 D. Payment Period – The Responding Member must provide an itemized bill to the Requesting  
26 Member for all expenses incurred by the Responding Member while providing assistance  
27 under this Agreement. The Responding Member must send the itemized bill not later than  
28 ninety (90) calendar days following the end of the Period of Assistance. The Responding  
29 Member may request reasonable additional periods of time within which to submit the  
30 itemized bill, and Requesting Member shall not unreasonably withhold consent to such  
31 request. The Requesting Member must pay the bill in full on or before the forty-fifth (45<sup>th</sup>)  
32 calendar day following the billing date. The Requesting Member may request additional  
33 periods of time within which to pay the itemized bill, and Responding Member shall not  
34 unreasonably withhold consent to such request, provided, however, that all payment shall  
35 occur not later than twelve (12) months after the date a final itemized bill is submitted to the  
36 Requesting Member.  
37
- 38 E. Records - Each Responding Member and its duly authorized representatives shall have  
39 access to a Requesting Member's books, documents, notes, reports, papers, and records  
40 which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of  
41 a cost; bill; or making a financial, maintenance, or regulatory audit. Each Requesting  
42 Member's duly authorized representatives shall have access to a Responding Member's  
43 books, documents, notes, reports, papers and records which are directly pertinent to this  
44 Agreement for the purposes of reviewing the accuracy of a cost; bill; or making a financial,  
45 maintenance, or regulatory audit. Such records shall be maintained for at least three (3)  
46 years from the date of final payment to a Responding Member or longer where required by  
47 law.  
48

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

**ARTICLE VIII.**  
**DISPUTES**

If any controversy or claim arises out of, or relates to, performance under this Agreement, including, but not limited to, alleged breach of the Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation, followed by mediation and finally shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as a final judgment that is binding on the parties.

**ARTICLE IX.**  
**REQUESTING MEMBER'S DUTY TO INDEMNIFY RESPONDING MEMBERS**

To the extent permitted by law, the Requesting Member shall fully indemnify and hold harmless the Responding Member, its officers, and employees from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from Responding Member's work during a specified Period of Assistance. The scope of the Requesting Member's indemnification includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the Requesting Member, or faulty workmanship or other negligent acts, errors or omissions by Requesting Member or the Responding Member personnel. Where assistance is provided, this provision shall survive termination of this Agreement and withdrawal.

**ARTICLE X.**  
**WORKER'S COMPENSATION CLAIMS**

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

**ARTICLE XI.**  
**NOTICE**

A Member who becomes aware of a claim or suit that in anyway, directly or indirectly, contingently or otherwise arises out of this Agreement which affects or might affect other Members of this Agreement shall provide prompt and timely notice, verbal or in writing, to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

**ARTICLE XII.**  
**INSURANCE**

Members of this Agreement shall maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of membership in the Mutual Aid and Assistance Program.

**ARTICLE XIII.**  
**CONFIDENTIAL INFORMATION**

To the extent provided by law, any Member or Associate Member shall maintain in the strictest

1 confidence and shall take all reasonable steps necessary to prevent the disclosure of any  
2 Confidential Information disclosed under this Agreement. If any Member, Associate Member,  
3 third party or other entity requests or demands, by subpoena or otherwise, that a Member or  
4 Associate Member disclose any Confidential Information disclosed under this Agreement, the  
5 Member or Associate Member shall immediately notify the owner of the Confidential Information  
6 and shall take all reasonable steps necessary to prevent the disclosure of any Confidential  
7 Information by asserting all applicable rights and privileges with respect to such information and  
8 shall cooperate fully in any judicial or administrative proceeding relating thereto.

9  
10 This Confidentiality provision does not apply to information that: (1) was publicly known, or  
11 otherwise known to the party requesting Confidential Information, at the time it was disclosed;  
12 (2) subsequently becomes publicly known through no act or omission of a Member or Associate  
13 Member; or (3) otherwise becomes known to the party requesting Confidential Information other  
14 than through disclosure by a Member or Associate Member.

15  
16 All information, data, or other material shared with Members or Associate Members that are  
17 government entities, irrespective of whether such material was identified as proprietary or  
18 confidential, is subject to the Uniform Information Practices Act, Chapter 92F, HRS.

#### 19 20 **ARTICLE XIV.** 21 **EFFECTIVE DATE**

22  
23 This Agreement shall be effective as of the date of the last signatory. Copies of the duly  
24 executed Agreement shall be distributed to Members for their records. The Steering Committee  
25 Chair shall maintain a master list of all members of the HIWARN Mutual Aid and Assistance  
26 Program.

#### 27 28 **ARTICLE XV.** 29 **WITHDRAWAL**

30  
31 A Member may withdraw from this Agreement by providing written notice of its intent to  
32 withdraw to the Leadership Team Chair and the Steering Committee Chair and is effective upon  
33 receipt. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to  
34 reimburse a Responding Member for cost incurred during a Period of Assistance, which duty  
35 shall survive such withdrawal.

#### 36 37 **ARTICLE XVI.** 38 **MODIFICATION**

39  
40 No provision of this Agreement may be modified, altered or rescinded by individual parties to the  
41 Agreement. Modifications to this Agreement may be due to programmatic operational changes  
42 to support this Agreement, legislative action, creation of an interstate aid and assistance  
43 agreement, or other developments. Modifications require a majority vote of the Leadership  
44 Team upon giving due consideration and deliberation to comments received from the Members  
45 and Steering Committee. The Leadership Team Chair must provide written notice to all  
46 Members of approved modifications to this Agreement. Approved modifications take effect  
47 ninety (90) calendar days after the date upon which notice is sent to the Members.

1 **ARTICLE XVII.**  
2 **SEVERABILITY**  
3

4 The parties agree that if any term or provision of this Agreement is declared by a court of  
5 competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms  
6 and provisions shall not be affected, and the rights and obligations of the parties shall be  
7 construed and enforced as if the Agreement did not contain the particular term or provision held  
8 to be invalid.  
9

10 **ARTICLE XVIII.**  
11 **PRIOR AGREEMENTS**  
12

13 This Agreement supersedes all prior agreements between Members to the extent that such prior  
14 agreements are inconsistent with this Agreement.  
15

16 **ARTICLE XIX.**  
17 **PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**  
18

19 This Agreement is for the sole benefit of the Members and no person or entity must have any  
20 rights under this Agreement as a third-party beneficiary. Assignments of benefits and  
21 delegations of duties created by this Agreement are prohibited and must be without effect.  
22

23 **ARTICLE XX.**  
24 **INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**  
25

26 To the extent practicable, Members of this Agreement shall participate in Mutual Aid and  
27 Assistance activities conducted under the HIWARN Intrastate Mutual Aid and Assistance  
28 Program and the State of Hawaii Interstate Emergency Management Assistance Compact  
29 (EMAC). Members may voluntarily agree to participate in an interstate Mutual Aid and  
30 Assistance Program for water utilities through this Agreement if such a Program is established  
31 and this Agreement is modified to set forth the procedures and standards for the administration  
32 of such a program.

1 Now, therefore, in consideration of the covenants and obligations set forth in this Agreement,  
2 the Water Utility listed here manifests its intent to be a Member of the HIWARN Intrastate  
3 Mutual Aid and Assistance Program for Water Utilities by executing this Agreement on this

4  
5 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

6  
7 Water Utility: City and County of Honolulu, Honolulu Board of Water Supply

8  
9  
10 By: \_\_\_\_\_  
11 Title: Manager and Chief Engineer

By: \_\_\_\_\_  
Title: Chair

12  
13  
14 \_\_\_\_\_  
15 Print Name

\_\_\_\_\_

16  
17 Approved as to Form and Legality:

18  
19  
20 By: \_\_\_\_\_  
21 Deputy Corporation Counsel

22  
23 \_\_\_\_\_  
24 Print Name  
25

1 Now, therefore, in consideration of the covenants and obligations set forth in this Agreement,  
2 the Water Utility listed here manifests its intent to be a Member of the HIWARN Intrastate  
3 Mutual Aid and Assistance Program for Water Utilities by executing this Agreement on this

4 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

5  
6  
7 Water Utility: County of Hawai'i, Department of Water Supply

8  
9  
10 By: \_\_\_\_\_  
11 Title: Manager-Chief Engineer

By: \_\_\_\_\_  
Title: Chair

12  
13  
14 \_\_\_\_\_  
15 Print Name

\_\_\_\_\_

16  
17 Approved as to Form and Legality:

18  
19  
20 By: \_\_\_\_\_  
21 Deputy Corporation Counsel

22  
23  
24 \_\_\_\_\_  
25 Print Name



1 Now, therefore, in consideration of the covenants and obligations set forth in this Agreement,  
2 the Water Utility listed here manifests its intent to be a Member of the HIWARN Intrastate  
3 Mutual Aid and Assistance Program for Water Utilities by executing this Agreement on this

4 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

5  
6  
7 Water Utility: Department of Water, County of Kaua'i

8  
9  
10 By: \_\_\_\_\_  
11 Title: Manager and Chief Engineer

By: \_\_\_\_\_  
Title: Chair

12  
13  
14 \_\_\_\_\_  
15 Print Name

\_\_\_\_\_

16  
17 Approved as to Form and Legality:

18  
19  
20 By: \_\_\_\_\_  
21 Deputy County Attorney

22  
23 \_\_\_\_\_  
24 Print Name  
25

1 Now, therefore, in consideration of the covenants and obligations set forth in this Agreement,  
2 the Water Utility listed here manifests its intent to be a Member of the HIWARN Intrastate  
3 Mutual Aid and Assistance Program for Water Utilities by executing this Agreement on this

4  
5 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

6  
7 Water Utility: County of Maui, Department of Water Supply

8  
9  
10 By: \_\_\_\_\_  
11 Title: Director

By: \_\_\_\_\_  
Title: Mayor

12  
13  
14 \_\_\_\_\_  
15 Print Name

\_\_\_\_\_

16  
17 Approved as to Form and Legality:

18  
19  
20 By: \_\_\_\_\_  
21 Deputy Corporation Counsel

22  
23  
24 \_\_\_\_\_  
25 Print Name  
26

ITEM FOR INFORMATION NO. 1

"November 25, 2019

CAPITAL  
IMPROVEMENT  
PROGRAM  
QUARTERLY  
UPDATE

Chair and Members  
Board of Water Supply  
City and County of Honolulu  
Honolulu, Hawaii 96843

Chair and Members:

Subject: Capital Improvement Program Quarterly Update

Jason Takaki, Program Administrator, Capital Projects Division, will provide an update on Capital Improvement Program.

Respectfully submitted,

/s/ ERNEST Y. W. LAU, P.E.  
Manager and Chief Engineer

Attachment"

The foregoing was for information only.

DISCUSSION:

Jason Takaki, Program Administrator, Capital Projects Division, gave the report. There were no comments or discussion

Quarterly Capital Improvement Program Status Report  
All Divisions  
as of September 30, 2019

Quarter Awarded	JUL - SEP		OCT - DEC		JAN - MAR		APR - JUN		Awarded to Date	Total Budgeted
Design Contracts Awarded (#/\$)	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$20,300,000.00
Construction Contracts Awarded (#/\$)	6	\$4,440,237.52	0	\$0.00	0	\$0.00	0	\$0.00	\$4,440,237.52	\$123,550,000.00
Land Purchases (#/\$)	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$100,000.00
<b>Project Totals</b>	<b>6</b>	<b>\$4,440,237.52</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$4,440,237.52</b>	<b>\$143,950,000.00</b>

Quarter Completed	JUL - SEP		OCT - DEC		JAN - MAR		APR - JUN		Totals	
Design Contracts Completed (#/\$)	1	\$115,762.07	0	\$0.00	0	\$0.00	0	\$0.00	\$115,762.07	
Construction Contracts Completed (#/\$)	1	\$141,700.00	0	\$0.00	0	\$0.00	0	\$0.00	\$141,700.00	
<b>Totals</b>	<b>2</b>	<b>\$257,462.07</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$257,462.07</b>	

<b>Ongoing Projects</b>	
Ongoing Design Projects (#)	231
Ongoing Design Projects (\$)	\$90,287,554.70
Ongoing Construction Projects (#)	116
Ongoing Construction Projects (\$)	\$243,233,731.75

Quarterly Capital Improvement Program Status Report  
All Divisions

**DESIGN AND CONSTRUCTION PROJECTS AWARDED - FIRST QUARTER FY 2020**

Item #	Project Title	Expend Type	Budget Amount	Awarded
010A	Waiau Wells Replacement of Pump No. 1	CONST	\$200,473.72	\$200,473.72
010B	Kaluanui Wells Replacement of Pump No 2	CONST	\$216,018.85	\$216,018.85
010E	Newtown Wells Replacement of Pump No. 1	CONST	\$208,173.64	\$208,173.64
010M	Waipahu Wells III Pump No. 2	CONST	\$227,559.31	\$227,559.31
010N	Makaha Wells I: Replacement of Pump No. 1	CONST	\$377,547.00	\$377,547.00
039	Mililani Wells I GAC Renovation	CONST	\$3,000,000.00	\$3,210,465.00
<b>1st Quarter totals</b>			<b>\$4,229,772.52</b>	<b>\$4,440,237.52</b>

**DESIGN AND CONSTRUCTION PROJECTS COMPLETED - FIRST QUARTER FY 2020**

Job #	Project Title	Completion Date	Contract Amount
2016-028	Service Lateral Replacement at Various Locations	7/26/2019	\$115,762.07
18-029A	Kailua Iwi Kupuna Reinterment	7/9/2019	\$141,700.00
<b>1st Quarter totals</b>			<b>\$257,462.07</b>

ITEM FOR INFORMATION NO. 2

"November 25, 2019

RECRUITMENT  
AND SEPARATION  
STATUS      Chair and Members  
Board of Water Supply  
City and County of Honolulu  
Honolulu, Hawaii 96843

Chair and Members:

Subject:      Recruitment and Separation Status

Michele L. Thomas, Executive Assistant, Human Resources Office, will be presenting an update on the Recruitment Status for the period of August 2019 to October 2019.

Respectfully submitted,

/s/      ERNEST Y. W. LAU, P.E.  
Manager and Chief Engineer

Attachment"

The foregoing was for information only.

DISCUSSION:      Michele Thomas, Executive Assistant, Human Resources Office, gave the report.

Member Butay inquired if the new recruitments are from outside the City or are they hired from within the Board of Water Supply (BWS).

Ms. Thomas replied that the recruitments are from outside as well as within the BWS. At the BWS we have a philosophy that we first try to promote from within, then post the job announcement for open recruitment.

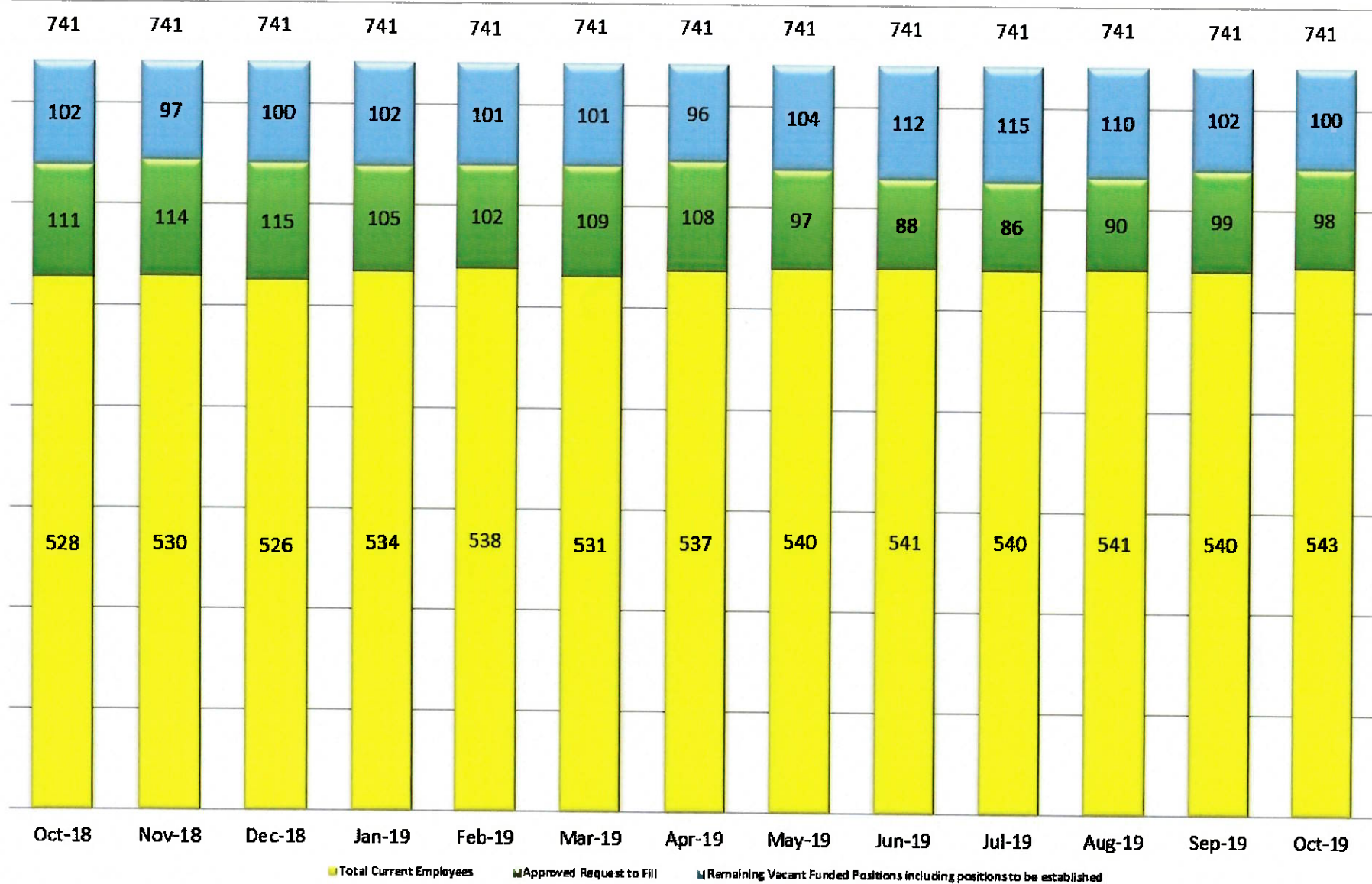
Member Butay mentioned that Hawaii has a very low unemployment rate at 2.8%. Applicants will most likely have employment when applying.

Manager Lau agreed that this is the case. Often times, when BWS offers an applicant a position, the current employer will make a counter offer to retain the employee.

Ms. Thomas mentioned that we strive to make the position desirable to retain the employee within BWS.

Chair Andaya congratulated BWS for having the highest level of employees for the last 12 months.

## Positions Filled October 1, 2018 through October 31, 2019



For the Period Aug19 – Oct19 Actions: 13 New Hires, 8 Promotions, 1 Demotion, 10 Separations, 39 New approvals to fill, 5 Cancelled requests

# BOARD OF WATER SUPPLY

City and County of Honolulu

## RECRUITMENT AND SEPARATION STATUS For Period August 31, 2019 to October 31, 2019

### Status of Positions Under Recruitment

	as of		
	8/31/2019	9/30/2019	10/31/2019
Pending DHR Classification Action	1	1	0
Pending DHR Open List	15	28	27
Pending IDCE	7	0	14
Pending Interview Questions	22	33	24
Pending Interviews	31	25	27
Anticipated Starts	14	12	6
Total Positions Under Recruitment	90	99	98

### Filled Positions

Month	Aug-19	Sep-19	Oct-19
Open list	4	4	9
IDCE list	3	0	2

### Separations

Month	Aug-19	Sep-19	Oct-19
Retire	1	2	1
Resign	1	2	3

*Legend:*

*DHR = Department of Human Resources City and County of Honolulu*

*IDCE = Intra-Departmental Competitive Examination*



ITEM FOR INFORMATION NO. 3

"November 25, 2019

STATUS  
UPDATE OF  
GROUNDWATER  
LEVELS AT ALL  
INDEX STATIONS

Chair and Members  
Board of Water Supply  
City and County of Honolulu  
Honolulu, Hawaii 96843

Chair and Members:

Subject: Status Update of Groundwater Levels at All Index Stations

There are two aquifer index wells within low groundwater status for the production month of October 2019. Kaimuki and Punaluu are under a Caution status. The monthly production average for October 2019 was 136.01 million gallons per day.

The Board of Water Supply rainfall index for the month of October 2019 was 99 percent of normal, with a 5-month moving average of 107 percent. As of November 5, 2019, the Hawaii Drought Monitor shows abnormally dry conditions along portions of the southern coast of Oahu. The National Weather Service forecasts above-normal rainfall through May 2020, due to persistent elevated sea surface temperatures predicted by most climate models.

Most monitoring wells exhibit stable to slightly decreasing trends, likely reflecting increased rainfall during the past month along with slightly reduced production.

Respectfully submitted,

/s/ ERNEST Y. W. LAU, P.E  
Manager and Chief Engineer

Attachment"

The foregoing was for information only.

DISCUSSION: Barry Usagawa, Program Administrator, Water Resources Division, gave the report. There were no comments or discussion.

**PRODUCTION, HEAD AND RAINFALL REPORT  
MONTH OF OCTOBER 2019**

**POTABLE**

STATION	MGD
HONOLULU (1)	
KULIOUOU	0.08
WAILUPE	0.12
AINA KOA	0.17
AINA KOA II	0.89
MANOA II	0.00
PALOLO	1.16
KAIMUKI HIGH	2.65
KAIMUKI LOW	1.87
WILDER	4.83
BERETANIA HIGH	2.50
BERETANIA LOW	0.86
KALIHI HIGH	3.14
KALIHI LOW	2.13
KAPALAMA	0.67
KALIHI SHAFT	7.03
MOANALUA	1.34
HALAWA SHAFT	13.95
KAAMILO	0.86
KALAUAO	5.64
PUNANANI	8.52
KAHUMANU	0.25
HECO WAIU	2.56
MANANA	0.24
WELLS SUBTOTAL:	61.43
MANOA TUNNEL	0.17
PALOLO TUNNEL	0.23
GRAVITY SUBTOTAL:	0.40
HONO. SUBTOTAL:	61.83

STATION	MGD
WINDWARD (2)	
WAIMANALO II	0.51
WAIMANALO III	0.00
KUOU I	1.18
KUOU II	0.05
KUOU III	0.59
LULUKU	0.94
HAIKU	0.00
IOLEKAA	0.00
KAHALUU	0.74
KAHANA	1.00
PUNALUU I	0.00
PUNALUU II	2.57
PUNALUU III	1.04
KALUANUI	1.33
MAAKUA	0.20
HAUULA	0.26
WELLS SUBTOTAL:	10.42
WAIM. TUNNELS I & II	0.00
WAIM. TUNNELS III&IV	0.19
WAIHEE INCL. WELLS	0.17
WAIHEE TUNNEL	6.14
LULUKU TUNNEL	0.08
HAIKU TUNNEL	1.07
KAHALUU TUNNEL	1.14
GRAVITY SUBTOTAL:	8.79
WIND. SUBTOTAL:	19.21

STATION	MGD
NORTH SHORE (3)	
KAHUKU	0.33
OPANA	0.30
WAIALEE I	0.34
WAIALEE II	0.32
HALEIWA	0.00
WAIALUA	1.88
N.SHORE SUBTOTAL:	3.18

STATION	MGD
MILILANI (4)	
MILILANI I	1.55
MILILANI II	0.00
MILILANI III	0.23
MILILANI IV	2.33
MILILANI SUBTOTAL:	4.11

STATION	MGD
WAIHAWA (5)	
WAIHAWA	0.96
WAIHAWA II	1.96
WAIHAWA SUBTOTAL:	2.93

STATION	MGD
PEARL CITY-HALAWA (6)	
HALAWA 277	0.65
HALAWA 550	0.00
AIEA	1.18
AIEA GULCH 497	0.38
AIEA GULCH 550	0.20
KAONOHI I	0.95
WAIMALU I	0.00
NEWTOWN	0.86
WAIU	0.65
PEARL CITY I	0.89
PEARL CITY II	1.01
PEARL CITY III	0.33
PEARL CITY SHAFT	0.92
PEARL CITY-HALAWA SUBTOTAL:	8.03

STATION	MGD
WAIPAHU-EWA (7)	
WAIPIO HTS.	0.63
WAIPIO HTS. I	0.51
WAIPIO HTS. II	0.25
WAIPIO HTS. III	1.25
WAIPAHU	5.21
WAIPAHU II	2.08
WAIPAHU III	1.54
WAIPAHU IV	2.42
KUNIA I	4.12
KUNIA II	1.99
KUNIA III	1.39
HOAEAE	5.01
HONOULIULI I	0.00
HONOULIULI II	6.89
MAKAKILO	0.37
WAIPAHU-EWA SUBTOTAL:	33.68

STATION	MGD
WAIANAE (8)	
MAKAHA I	0.00
MAKAHA II	0.12
MAKAHA III	0.19
MAKAHA V	0.04
MAKAHA VI	0.00
MAKAHA SHAFT	0.00
KAMAILE	0.07
WAIANAE I	0.23
WAIANAE II	0.22
WAIANAE III	0.61
WELLS SUBTOTAL:	1.49
WAI. C&C TUNNEL	1.40
WAI. PLANT. TUNNELS	0.16
GRAVITY SUBTOTAL:	1.56
WAIANAE SUBTOTAL:	3.05

**NONPOTABLE**

NONPOTABLE	MGD
KALAUAO SPRINGS	0.46
BARBERS POINT WELL	1.18
GLOVER TUNNEL NP	0.40
NONPOTABLE TOTAL:	2.04

**RECYCLED WATER (SEPTEMBER 2019)**

RECYCLED WATER	MGD
HONOULIULI WRF R-1	6.44
HONOULIULI WRF RO	1.69
RECYCLED WATER TOTAL:	8.13

**PRODUCTION, HEAD AND RAINFALL REPORT  
MONTH OF OCTOBER 2019**

**PRODUCTION SUMMARIES**

TOTAL WATER	MGD
PUMPAGE	125.26
GRAVITY	10.75
POTABLE TOTAL:	136.01
NONPOTABLE	2.04
RECYCLED WATER	8.13
TOTAL WATER:	146.18

CWRM PERMITTED USE AND BWS ASSESSED YIELDS FOR BWS POTABLE SOURCES				
WATER USE DISTRICTS		A PERMITTED USE/ BWS YLDS	B OCT 2019	C DIFF. A-B
1	HONOLULU	82.93	61.43	21.50
2	WINDWARD	25.02	12.90	12.12
3	NORTH SHORE	4.70	3.18	1.52
4	MILILANI	7.53	4.11	3.42
5	WAHIAWA	4.27	2.93	1.34
6	PEARL CITY-HALAWA	12.25	8.03	4.22
7	WAIPAHU-EWA	50.63	33.68	16.95
8	WAIANAE	4.34	1.49	2.85
TOTAL:		191.67	127.74	63.93

CWRM PERMITTED USE FOR BWS NONPOTABLE SOURCES				
WATER USE DISTRICTS		A PERMITTED USE	B OCT 2019	C DIFF. A-B
7	WAIPAHU-EWA (BARBERS POINT WELL)	1.00	1.18	-0.18
TOTAL:		1.00	1.18	-0.18

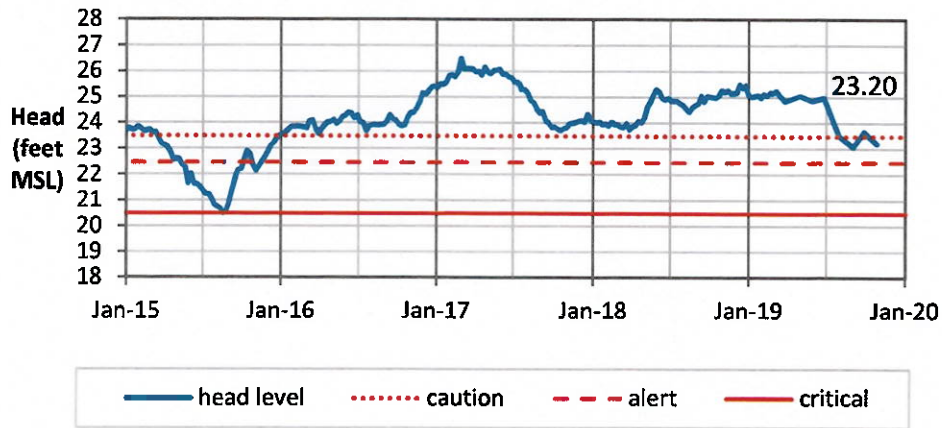
**EFFECTIVE WATER DEMAND PER DISTRICT**

IMPORT/EXPORT BETWEEN WATER USE DISTRICTS			
FROM	TO		MGD
2	1	WINDWARD EXPORT	2.64
7	8	BARBERS PT LB	5.74

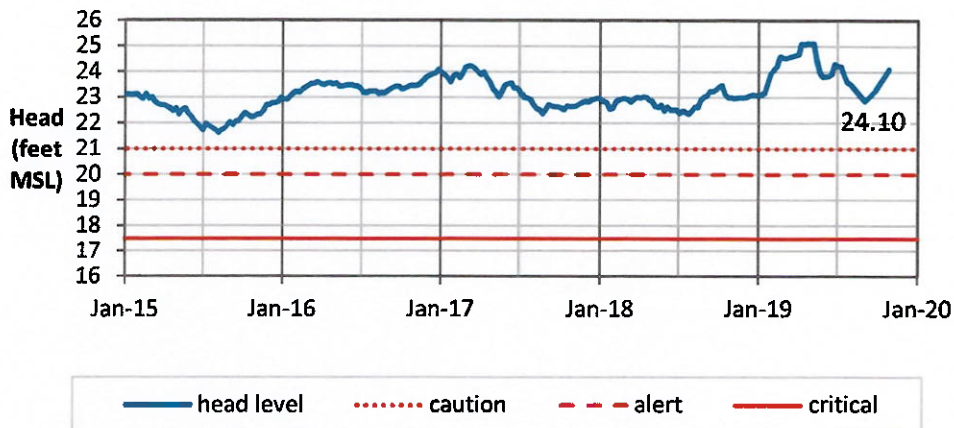
WATER USE DISTRICTS		SUBTOTAL	IMPORT	EXPORT	EFFECTIVE WATER DEMAND
1	HONOLULU	61.43	2.64	-	64.07
2	WINDWARD	12.90	-	2.64	10.26
3	NORTH SHORE	3.18	-	-	3.18
4	MILILANI	4.11	-	-	4.11
5	WAHIAWA	2.93	-	-	2.93
6	PEARL CITY-HALAWA	8.03	-	-	8.03
7	WAIPAHU-EWA	33.68	-	5.74	27.94
8	WAIANAE	1.49	5.74	-	7.23
TOTAL:		127.74	8.38	8.38	127.74

# Weekly Head Report

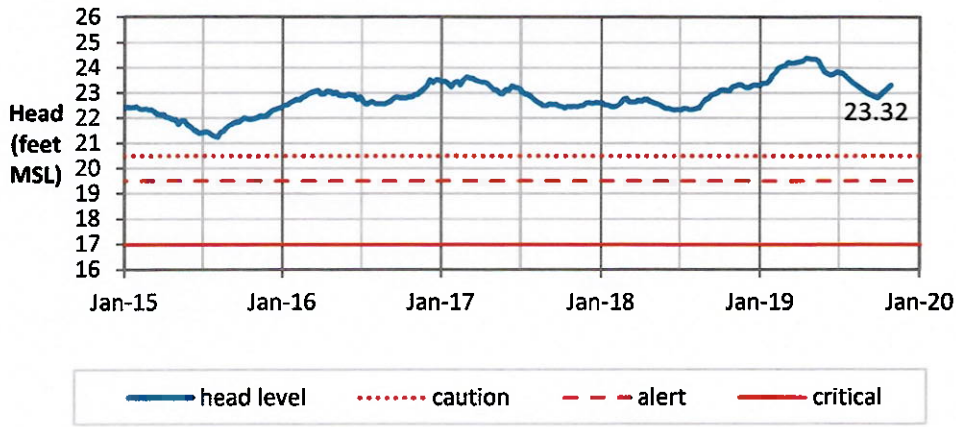
## Kaimuki 11/07/19



## Beretania 11/01/19

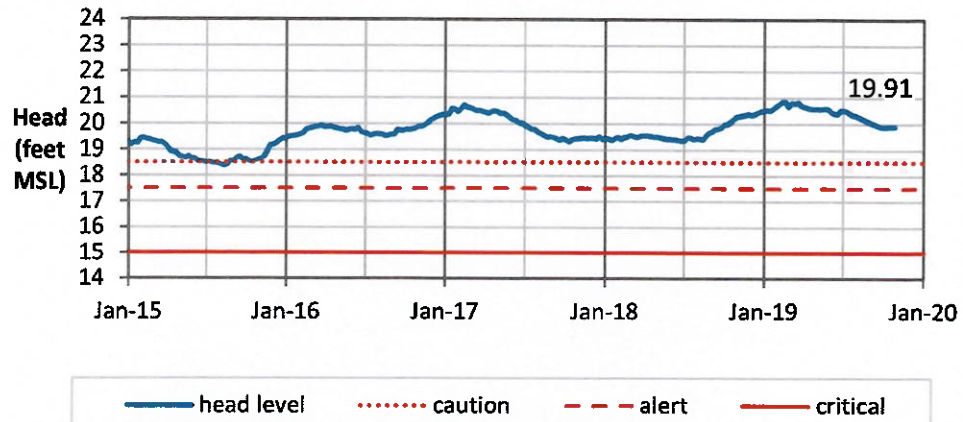


## Kalihi 10/31/19

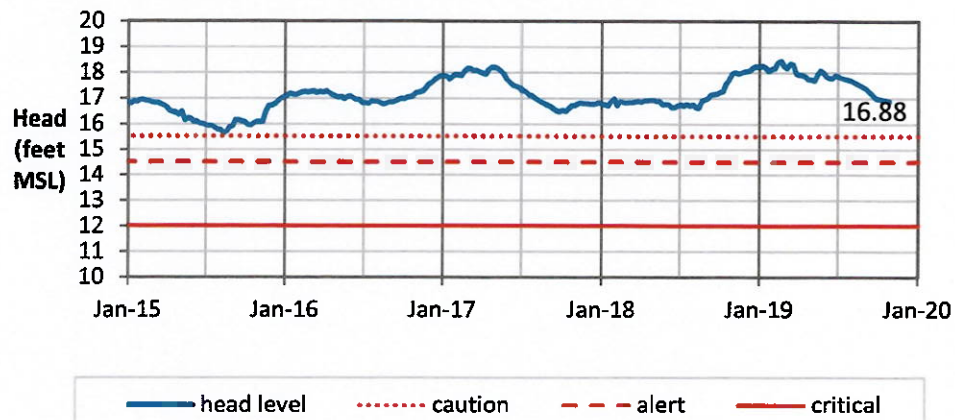


## Weekly Head Report

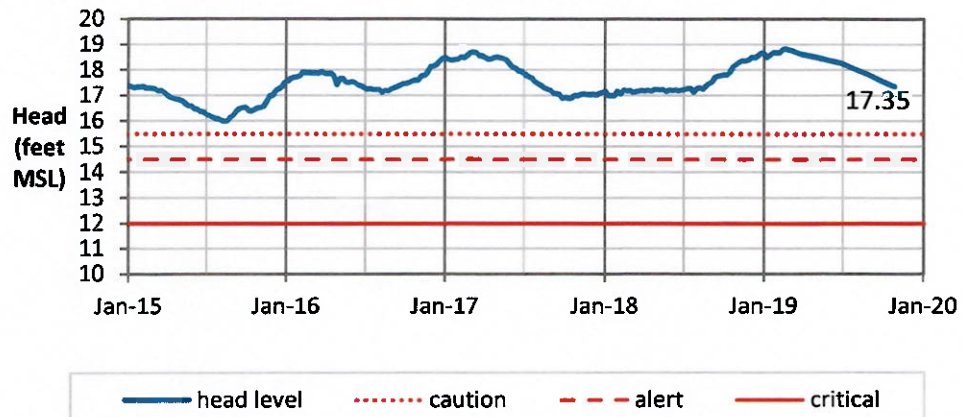
### Moanalua 10/31/19



### Halawa 11/04/19



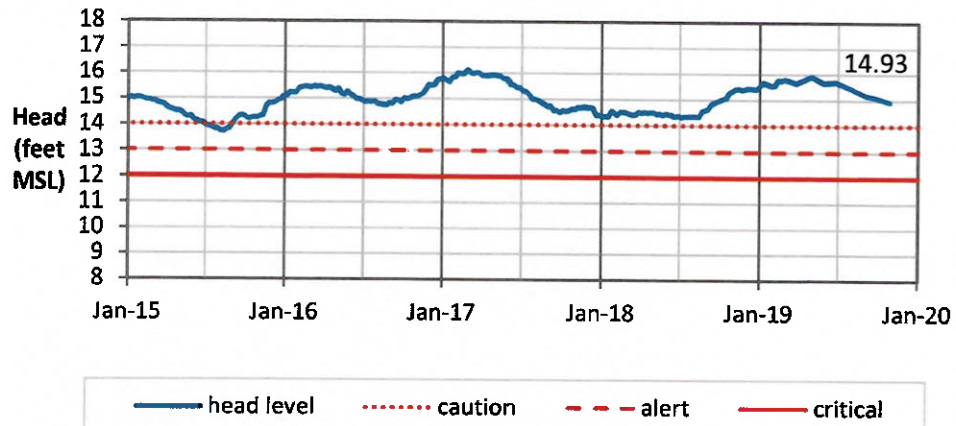
### Kalauao 10/30/19



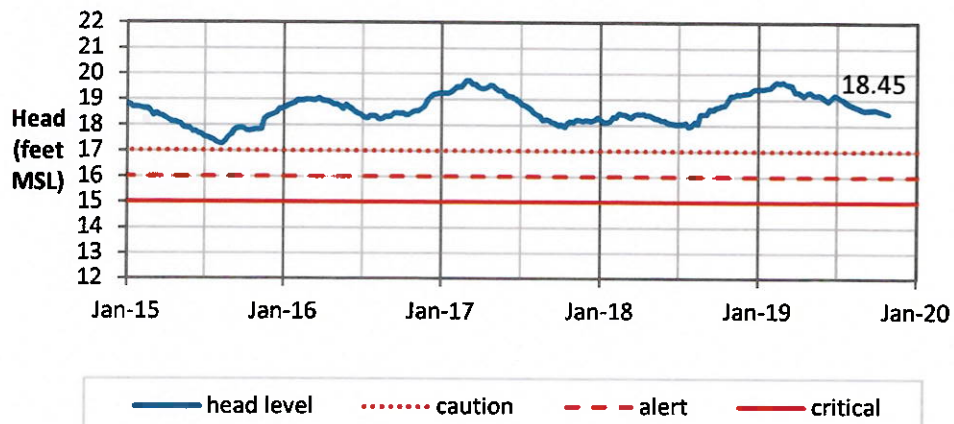


## Weekly Head Report

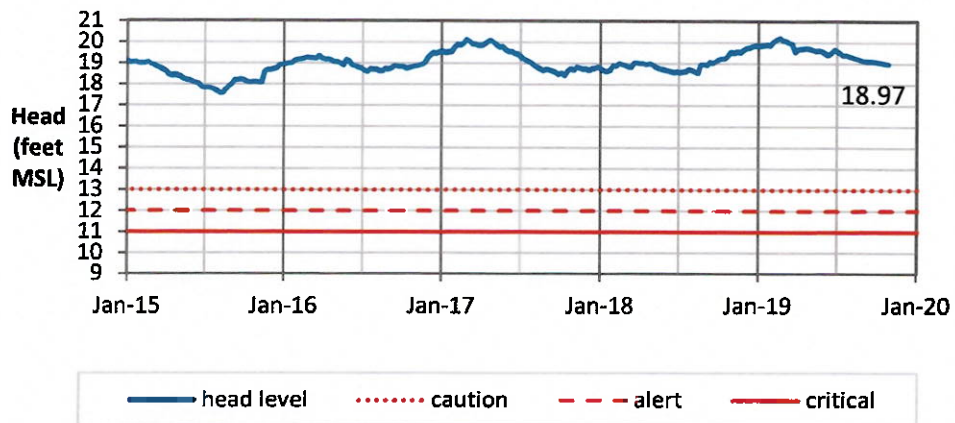
### Pearl City 10/30/19



### Waipahu 11/08/19

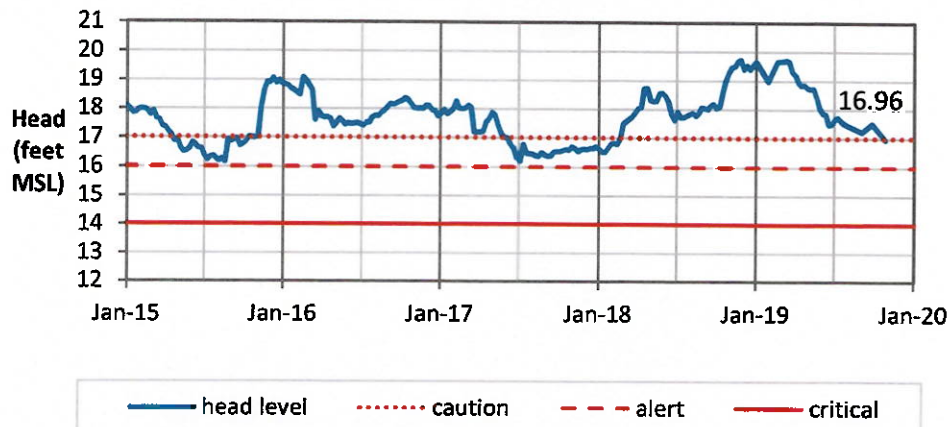


### Hoaeae-Kunia 11/08/19

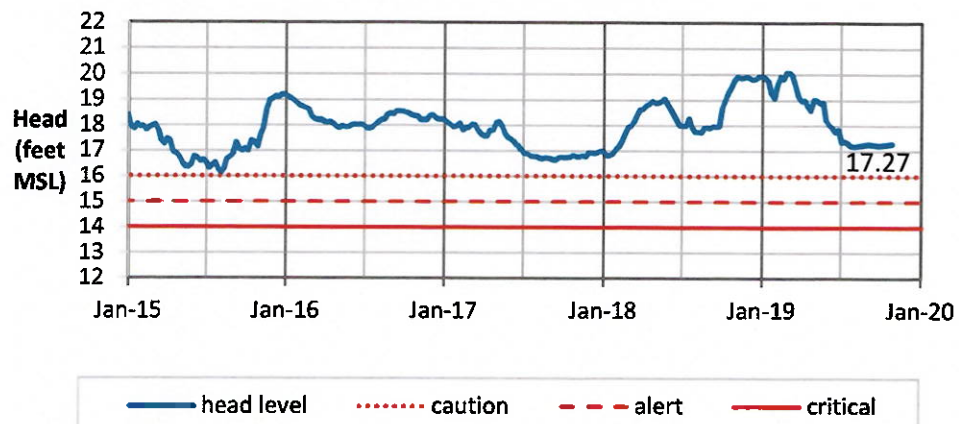


## Weekly Head Report

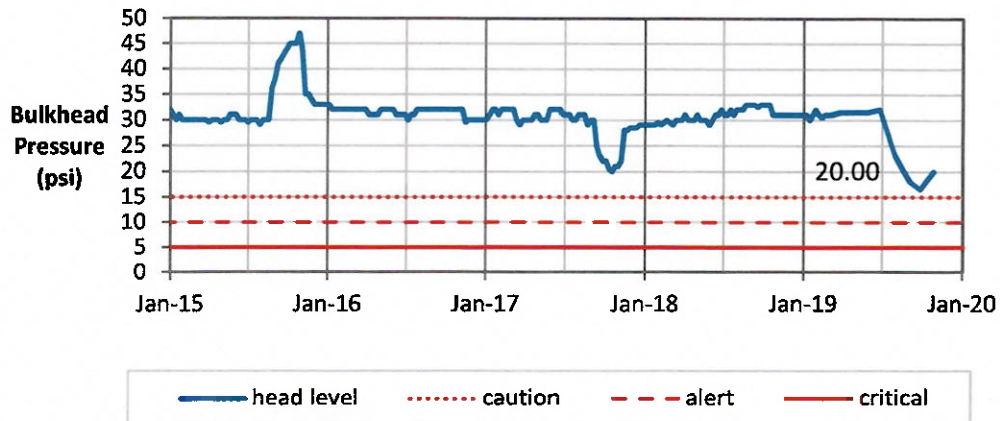
### Punaluu 10/31/19



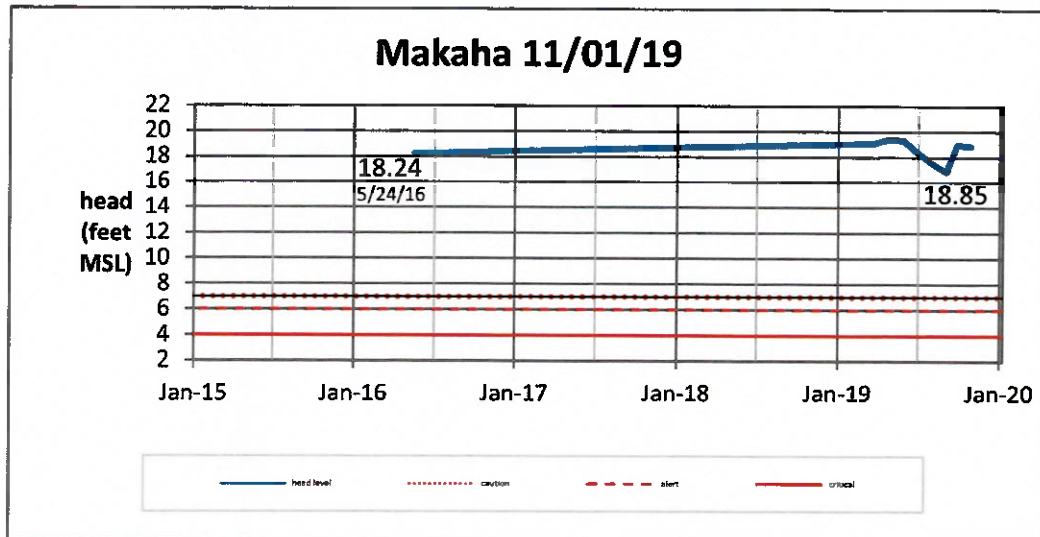
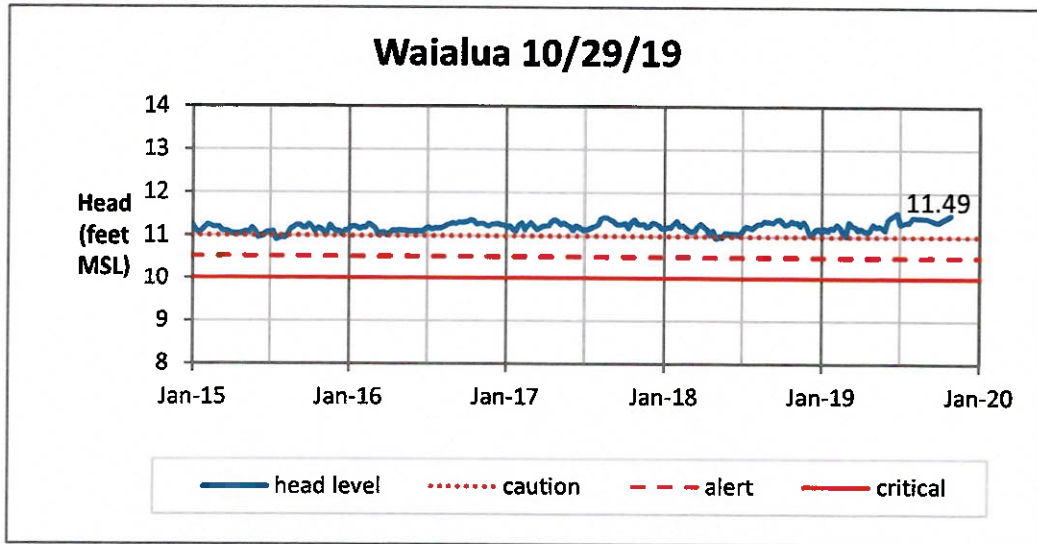
### Kaluauui 10/29/19



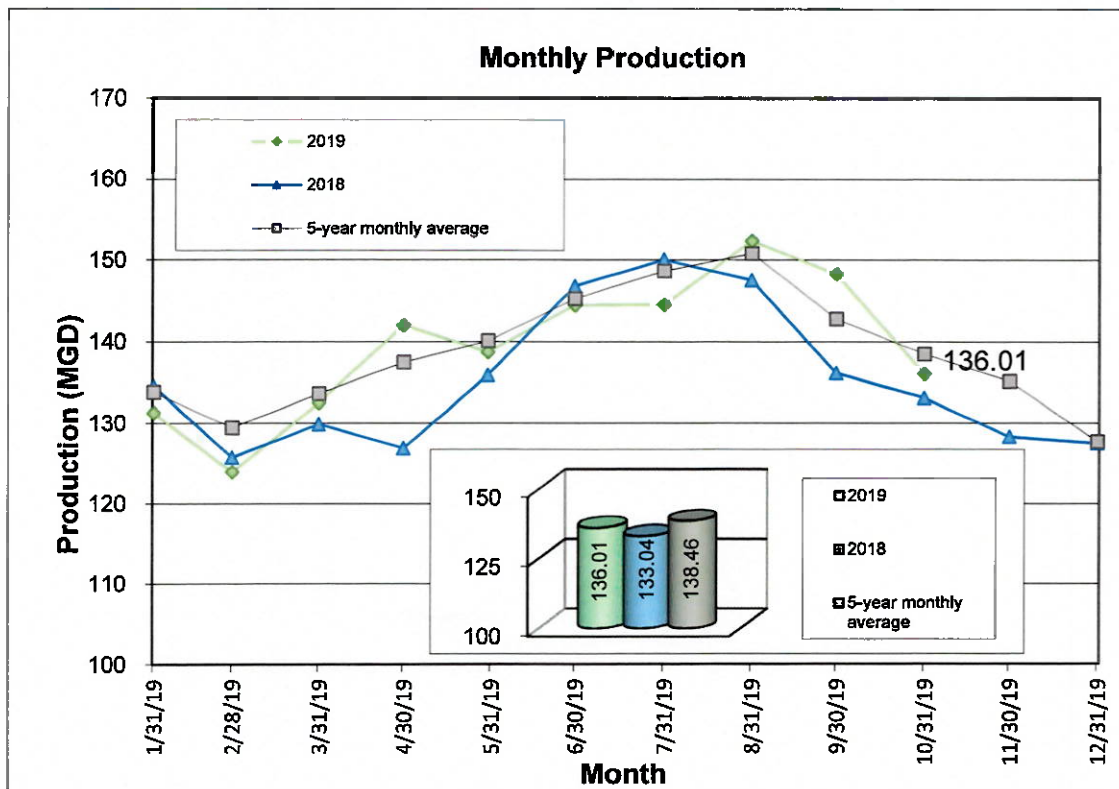
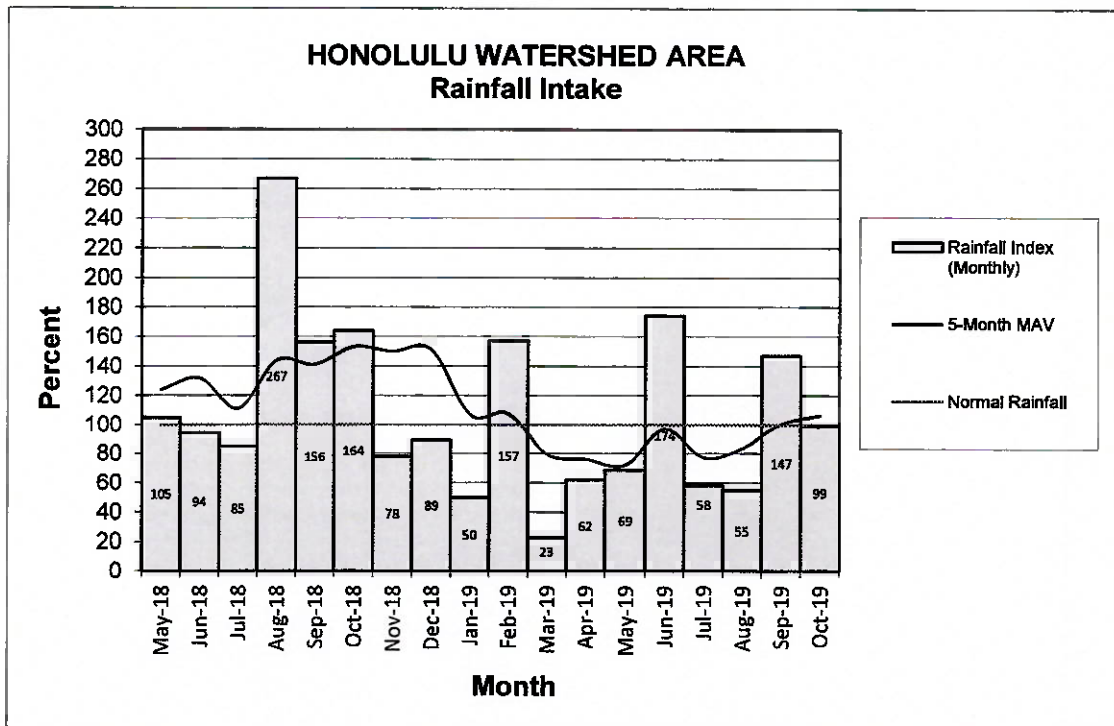
### Waihee Tunnel 10/30/19



## Weekly Head Report







ITEM FOR INFORMATION NO. 4

"November 25, 2019

WATER MAIN  
REPAIR REPORT  
FOR OCTOBER  
2019

Chair and Members  
Board of Water Supply  
City and County of Honolulu  
Honolulu, Hawaii 96843

Chair and Members:

Subject: Water Main Repair Report for October 2019

Michael Fuke, Program Administrator, Field Operations Division, will report on water main repair work for the month of October 2019.

Respectfully submitted,

/s/ ERNEST Y. W. LAU, P.E.  
Manager and Chief Engineer

Attachment"

The foregoing was for information only.

DISCUSSION: Michael Fuke, Program Administrator, Field Operations Division, gave the report.

Chair Andaya asked Manager Lau if BWS will be prioritizing PVC pipe as part of the accelerated water main replacement program.

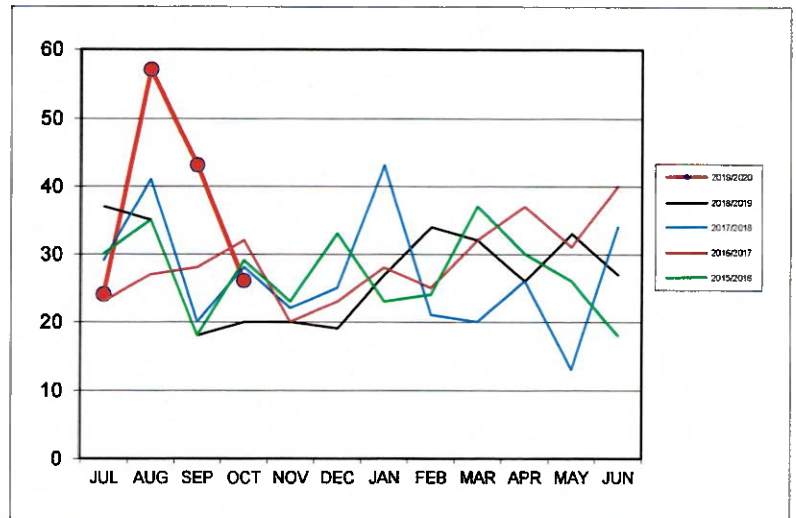
Manager Lau confirmed that by using the main break history, BWS is updating the plan to recalculate the priority replacement scores for the water mains. In addition, BWS is currently working on replacing the PVC pipes that are breaking prematurely in Nuuanu and Waianae.

Manager Lau stated that the excessive PVC pipe breaks has led BWS to do a study to understand why the pipes are breaking prematurely. A finding of the study is that the quality of the construction and the backfill material was not adequate. BWS is working on changing the inspection methods and when the PVC pipes are used.

## WATER MAIN REPAIR REPORT for October 2019

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Total
2019/2020	24	57	43	26									150
2018/2019	37	35	18	20	20	19	27	34	32	26	33	27	328
2017/2018	29	41	20	28	22	25	43	21	20	26	13	34	322
2016/2017	23	27	28	32	20	23	28	25	32	37	31	40	346
2015/2016	30	35	18	29	23	33	23	24	37	30	26	18	326

Date	Address	Size (in)	Pipe Type
10/1/2019	94-1078 Nalii St, Waipahu	8	CI
10/3/2019	45-244 Waikalua Rd, Kaneohe	8	CI
10/4/2019	46-226 Punawai St, Kaneohe	8	CI
10/4/2019	2420 Auhuhu St, Pearl City	8	CI
10/6/2019	91-526 Ewa Beach Rd, Ewa Beach	12	PVC
10/8/2019	586 Keolu Dr, Kailua	12	CI
10/9/2019	94-625 Kipou St, Waipahu	8	CI
10/9/2019	86-233 Kawili St, Waianae	8	PVC
10/9/2019	82 Namala Pl, Kailua	8	CI
10/9/2019	46-285 Auna St, Kaneohe	8	CI
10/12/2019	46-259 Kapea St, Kaneohe	8	CI
10/14/2019	91-495 Pupu St, Ewa Beach	8	CI
10/14/2019	902 20th Ave, Honolulu	4	CI
10/14/2019	906 Naopala Ln, Honolulu	6	PVC
10/15/2019	54-010 Kukuna Rd, Hauula	8	DI
10/16/2019	1323 Maleko St, Kailua	8	CI
10/16/2019	2907 Kahawai St, Honolulu	8	PVC
10/16/2019	41 Kilea Pl, Wahiawa	6	CI
10/18/2019	94-271 Haaa St, Waipahu	8	CI
10/22/2019	1134 Mokulua Dr, Kailua	8	PVC
10/23/2019	1366 Kona St, Honolulu	8	CI
10/23/2019	95-967 Wikao St, Mililani	8	PVC
10/26/2019	98-1396 Akaaka St, Aiea	8	PVC
10/28/2019	67-421 Alahaka St, Waialua	8	CI
10/29/2019	2250 Waiomao Rd, Honolulu	8	CI
10/31/2019	433 Kaiolu St, Honolulu	4	CI



32 miles of pipeline were surveyed by the Leak Detection Team in the month of October.

ITEM FOR INFORMATION NO. 5

"November 25, 2019

SCHEDULE OF  
MONTHLY BOARD  
MEETINGS FOR  
2020

Chair and Members  
Board of Water Supply  
City and County of Honolulu  
Honolulu, Hawaii 96843

Subject: Schedule of Monthly Board Meetings for 2020

Attached for your information is the schedule of Board Meetings for the calendar year 2020.

Respectfully Submitted,

/s/ ERNEST Y. W. LAU, P.E.  
Manager and Chief Engineer

Attachment"

The foregoing was for information only.

DISCUSSION: Ernest Lau, Manager and Chief Engineer gave the report.  
There were no comments or discussion.

BOARD OF WATER SUPPLY  
CITY AND COUNTY OF HONOLULU

2020 BOARD MEETING SCHEDULE

Board Meetings are scheduled for the fourth Monday of each month at 2:00 p.m., in the Public Service Building (PSB) Board Room, unless otherwise noted.

January 27

February 24

March 23

April 27

May 26 (Tuesday)\*

June 22

July 27

August 24

September 28

October 26

November 23

December 14 (2<sup>nd</sup> Monday in December)

\*Monday, May 25 is a holiday

ITEM FOR INFORMATION NO. 6

"November 25, 2019

RED HILL BULK  
FUEL FACILITY  
UPDATE

Chair and Members  
Board of Water Supply  
City and County of Honolulu  
Honolulu, Hawaii 96813

Chair and Members:

Subject: Red Hill Bulk Fuel Facility Update

Erwin Kawata, Program Administrator, Water Quality Division, will be presenting an update on the Red Hill Bulk Fuel Storage Facility.

Respectfully submitted,

/s/ ERNEST Y. W. LAU, P.E.  
Manager and Chief Engineer

Attachments"

The foregoing was for information only.

DISCUSSION: Erwin Kawata, Program Administrator, Water Quality Division, and Kathleen Elliott-Pahinui, Information Officer, Communications Office, gave the report.

Mr. Kawata reported on the following: City Council Resolution 19-270 CD 1; Navy Proposal for Year 2045 Timeframe; Navy UST Permit Application; DOH UST Rule Revisions; EPA/DOH November 19 Public Meeting; Red Hill Survey Results to Date; Pictures from Our Keiki.

Manager Lau commented how impressed he was with the feedback he received at the public meeting on November 19, 2019, when people came up to him and thanked BWS for a highly informative and professionally written letter that they received in the mail. The people expressed their support for the work that BWS is doing on the Red Hill issue.

Vice Chair Kapua thanked the staff of BWS for the work being done. She received a vast number of positive comments on the letter. Vice Chair Kapua expressed her appreciation to BWS for putting in the time and keeping the beneficiaries informed after the agency meetings.

Manager Lau expressed his appreciation to Erwin Kawata for writing an excellent letter and the Communications Office under Kathleen Elliott-Pahinui's leadership for doing an excellent job in getting the message to the public.

Chair Andaya asked if the Navy is now proposing the secondary containment of the tanks, has there been a change?

Manager Lau responded the Navy's Tank Upgrade Alternative decision document that was submitted discusses Double Wall Equivalency Secondary Containment. When you read the document, it is not truly secondary containment because the tank is depending on the existing single wall plate. In the Council meeting on November 6, 2019, we heard for the first time the Navy publicly stating their support for secondary containment.

Mr. Kawata acknowledged the Chair's question about secondary containment was also asked by Council Member Ron Menor during the session. A few years ago the Navy expressed very adamantly that secondary containment was not feasible, too expensive and too difficult to install. Now we are hearing a very different position from the Navy. We need to understand what the Navy means by secondary containment because we have heard the Navy discuss different tank designs equating to secondary containment. To BWS there is only one secondary containment design and that is tank within a tank with a space around it.

Manager Lau stated that at the council hearing on the resolution, Councilmember Fukunaga pointed out that the cost clean up contamination would be borne by the water customers and the City is usually the one who bears the cost of issues more directly. The funding necessary to develop a replacement source in the event BWS needs to replace Halawa Shaft because of an underground plume of fuel moving in the aquifer toward it would be borne by the water customers through water rates. If water treatment was necessary, that cost would also be borne by the water customers until we are able to recover the cost from the federal government which is not a guarantee.

**WATER FOR LIFE**

*Safe, dependable, and affordable water now and into the future*



**Board of Water Supply**  
City and County of Honolulu

# **Red Hill Bulk Fuel Storage Facility**

## **Information Update**

**Board Meeting**  
**November 25, 2019**







## Today's Discussion

- City Council Resolution 19-270 CD 1
- Navy proposal for year 2045 timeframe
- Navy's UST permit application update
- DOH proposed UST rule revisions
- EPA / DOH November 19 public meeting on Navy tank upgrade decision document
- Red Hill survey results to date





## City Council Resolution 19-270 CD1

- On November 6, 2019 the City Council unanimously passed Resolution 19-270 CD 1
- Resolution 19-270 CD 1
  - Reaffirms Council position to reject single wall tank upgrade option for Red Hill set forth in Resolution 18-266 CD1 adopted March 8, 2019
- BWS supported resolution, Navy opposed
- Public testimony supported resolution
- Council concerned with Navy taking too long to protect drinking water





## Navy Proposal for 2045 Timeframe

- Navy testimony at City Council November 6 meeting:
  - “Navy/DLA are committed to pursuing technologies that will provide secondary containment, or we will defuel the tanks in the 2045 timeframe.”
  - The AOC requires Navy to install tank upgrade by 2037. Tanks not upgrade must be decommissioned
  - Navy committing to secondary containment by 2045 is Navy “exceeding the requirements of the AOC.”
- Navy’s “secondary containment” is undefined
- BWS secondary containment is tank-within-a-tank







## Navy UST Permit Application

- June 6 – Sierra Club submits to DOH request for contested case
- Navy must obtain permit by July 15, 2019 under DOH UST rules
- July 16 – DOH issues letter allowing Navy to operate Red Hill subject to final decision on permit application
- Oct. 15 – BWS learns of July 16 DOH letter at Navy public meeting





## **Navy UST Permit Application – cont.**

- Oct. 17 – Navy discloses DOH July 16 letter at Fuel Tank Advisory Committee meeting
- Oct. 23 – AG issues letter to BWS and Sierra Club that Red Hill to remain operational until completion of contested case
- Oct. 24 – Sierra Club issues letter to DOH demanding contested case commence immediately





## **Navy UST Permit Application – cont.**

- Oct. 29 – BWS issues letter to DOH requesting a contested case hearing concerning the Navy's permit application
- Nov. 5 – BWS receives notice of hearings officer appointment to schedule pre-conference hearing
- Dec. 3 – Pre-conference hearing





## DOH UST Rule Revisions

- DOH proposed rule changes
  - Field constructed tanks installed before July 15, 2018 must be provided with secondary containment not later than July 15, 2045
  - Field-constructed tanks not in compliance shall be immediately emptied of all liquids and accumulated sludges and permanently closed
- DOH public hearing – December 2, 2019







## EPA/ DOH Public Meeting

- EPA / DOH public meeting on November 19 to take public comment on Navy tank upgrade alternative (TUA) decision document
- Approx. 350 people attended
- Overwhelming opposition to Navy's TUA and single wall tanks
- Many expressed concerns with aging tanks above the aquifer and risk it poses to Oahu's drinking water





WATER FOR LIFE

*Safe, dependable, and affordable water now and into the future*

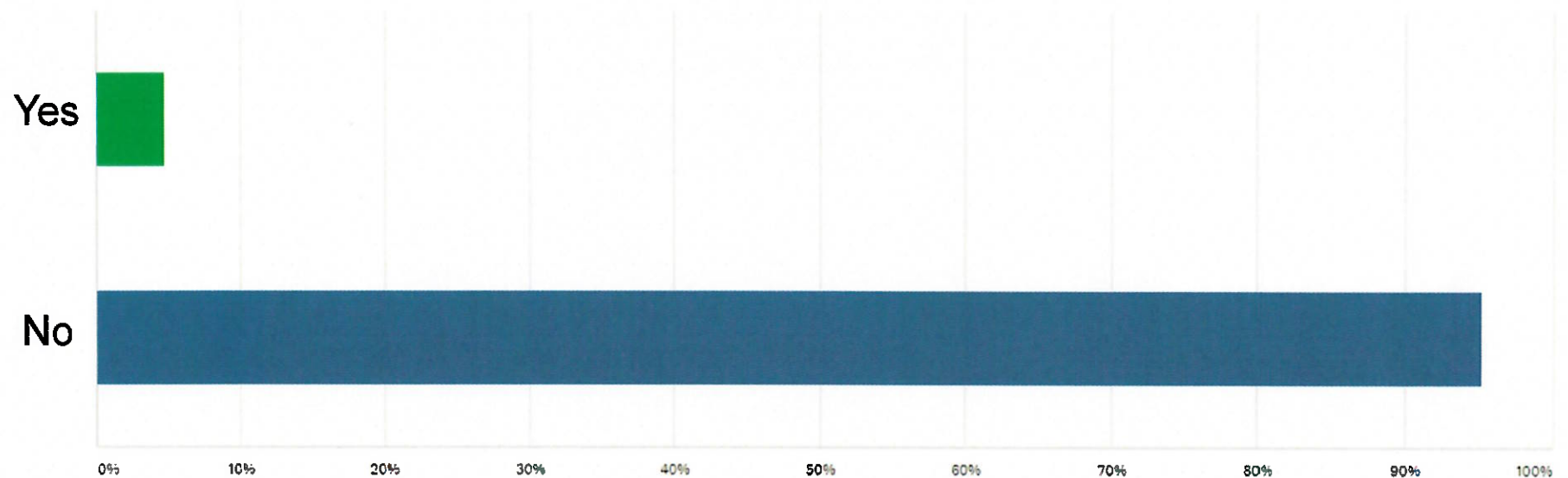


Board of Water Supply  
City and County of Honolulu

## Red Hill Survey (as of 11.20.19)

Do you want these tanks to be located above a drinking water aquifer?

Answered: 85 Skipped: 0



Red Hill Tanks Survey

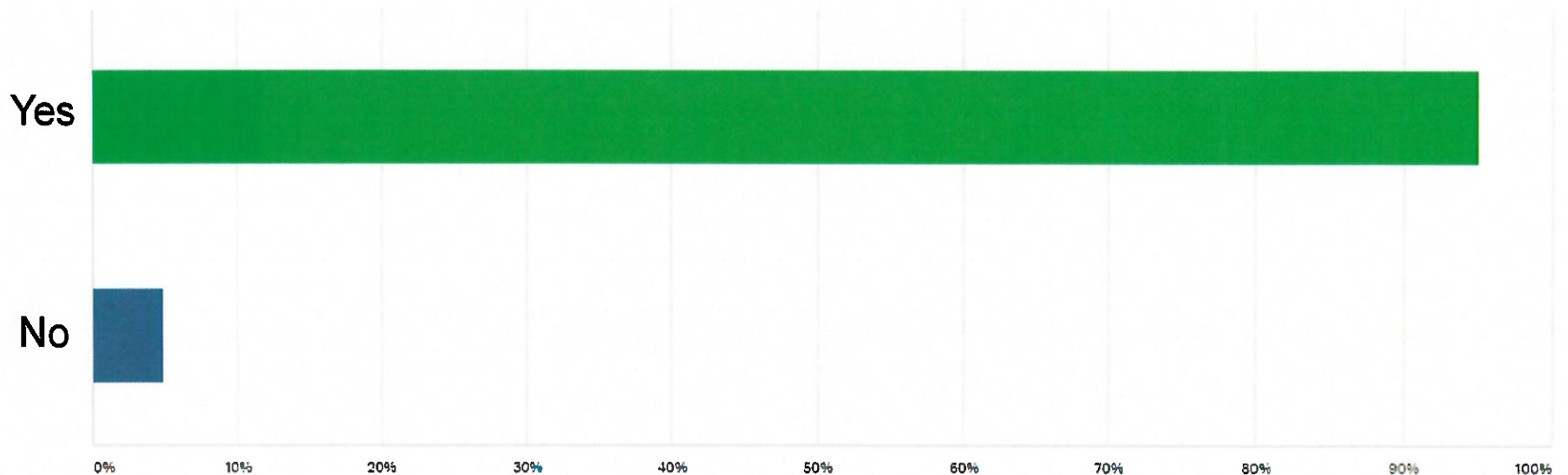
▼ (0)



## Red Hill Survey (as of 11.20.19)

Do you support relocating the tanks to a location not directly above the aquifer?

Answered: 81 Skipped: 4



Red Hill Tanks Survey

▼ (0)

# WATER FOR LIFE

*Safe, dependable, and affordable water now and into the future*

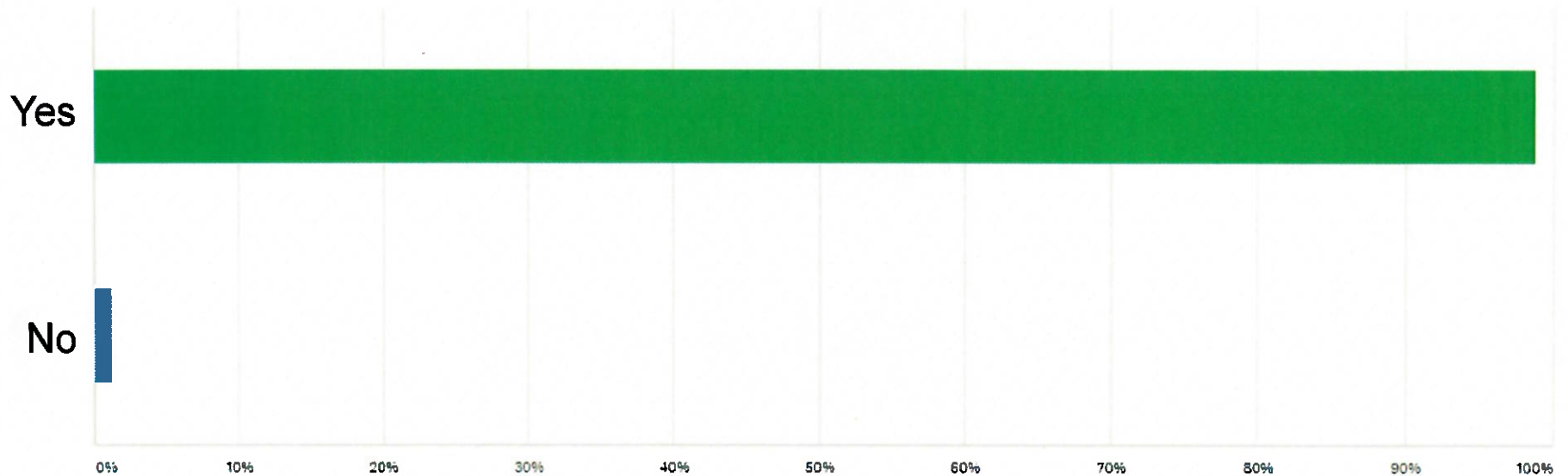


Board of Water Supply  
City and County of Honolulu

## Red Hill Survey (as of 11.20.19)

Do you see the Red Hill tanks as a major threat to our water supply on Oahu?

Answered: 83 Skipped: 2



Red Hill Tanks Survey

🔍 (0)





# WATER FOR LIFE

*Safe, dependable, and affordable water now and into the future*

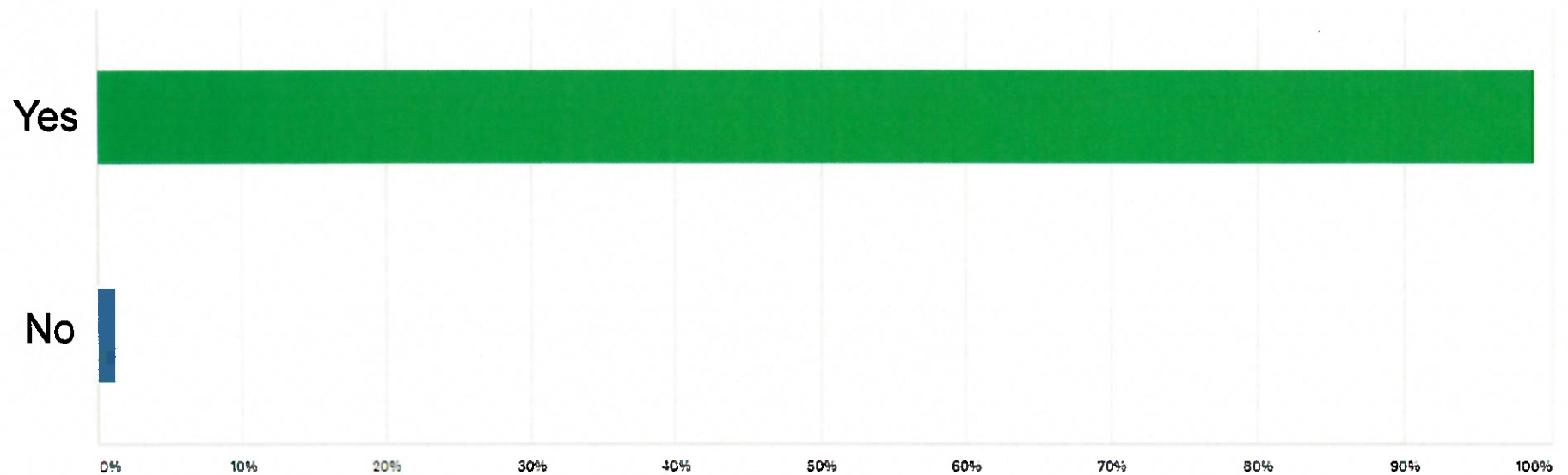


Board of Water Supply  
City and County of Honolulu

## Red Hill Survey (as of 11.20.19)

Are you concerned 250 million gallons of fuel are stored in single walled tanks?

Answered: 83 Skipped: 2



Red Hill Tanks Survey

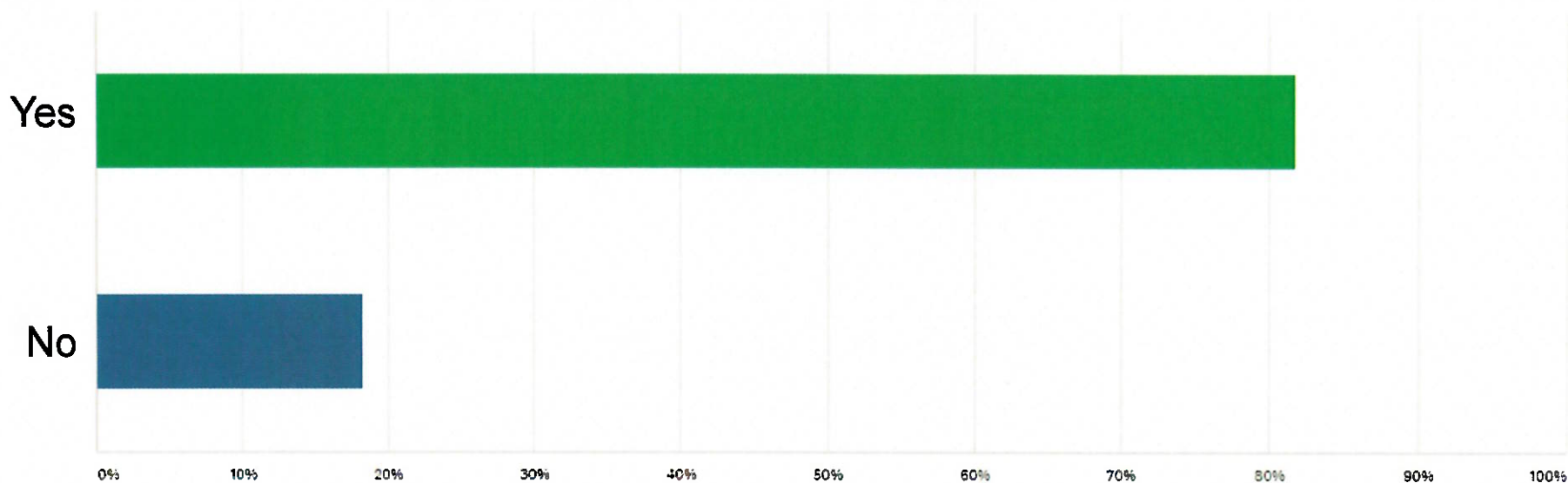
▼ (0)





## Red Hill Survey (as of 11.20.19)

Are you aware that the tanks have leaked over the years with the most recent large leak being in 2014 when 27,000 gallons were released into the water?



Red Hill Tanks Survey

▼ (0)

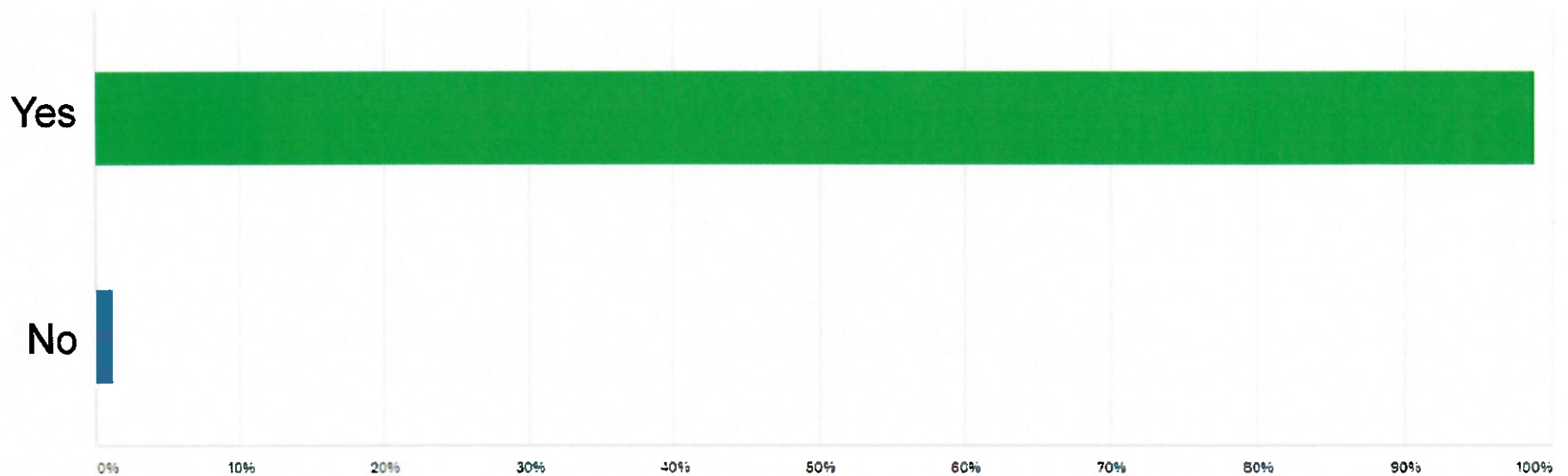




## Red Hill Survey (as of 11.20.19)

Are you concerned these tanks have leaked in the past and could still leak?

Answered: 82 Skipped: 3



Red Hill Tanks Survey

▼ (0)





WATER FOR LIFE

*Safe, dependable, and affordable water now and into the future*

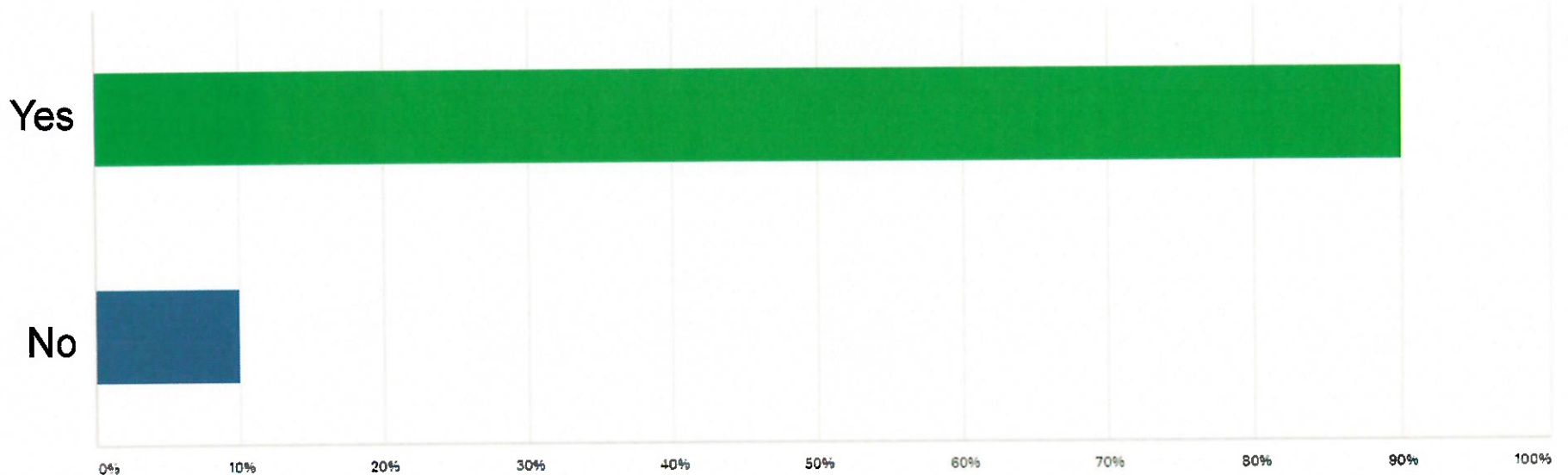


Board of Water Supply  
City and County of Honolulu

## Red Hill Survey (as of 11.20.19)

Do you support double walled tanks in place of single wall to prevent future releases?

Answered: 80 Skipped: 5



Red Hill Tanks Survey

▼ (0)



# WATER FOR LIFE

*Safe, dependable, and affordable water now and into the future*

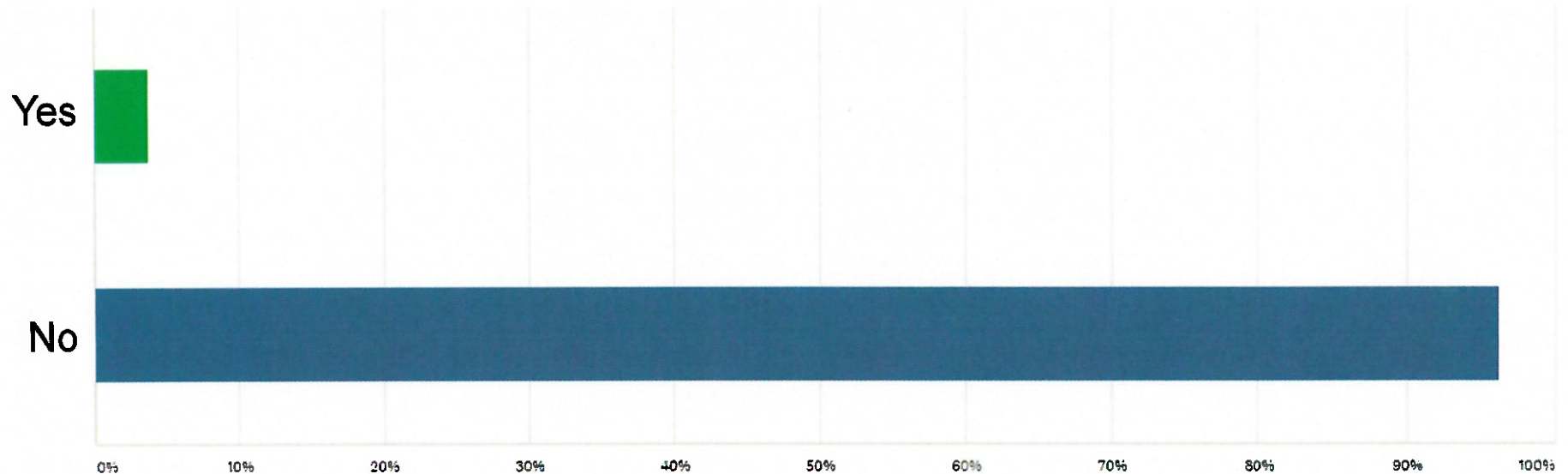


Board of Water Supply  
City and County of Honolulu

## Red Hill Survey (as of 11.20.19)

Do you feel the Navy is doing a good job maintaining and operating these tanks?

Answered: 81 Skipped: 4



Red Hill Tanks Survey

▼ (0)







## Red Hill Comments to Letter (as of 11.19.19)

- Mailed 160,000 Letters
- Received 83 comments
  - Comments received directly at BWS and from Mayor's Office
  - 77 in support
  - 4 wanted to know which aquifer their water comes from
  - 2 opposed to our position
- Many wanted to know how to submit testimony
- Several had ideas on what we could do to remedy the situation



# WATER FOR LIFE

*Safe, dependable, and affordable water now and into the future*



Board of Water Supply  
City and County of Honolulu

## Red Hill DOH / EPA Meeting 11.19.19



**About 350 attendees from all over the island**







## Red Hill DOH / EPA Meeting 11.19.19

- 50 commenters (all that time allowed for)
  - 48 against Navy's proposed alternative
  - 1 for the Navy's proposed alternative
  - 1 with comments only
- BWS Received many positive comments on the letter that was mailed
  - Well written with lots of good information
  - Several commenters quoted from it for their testimony



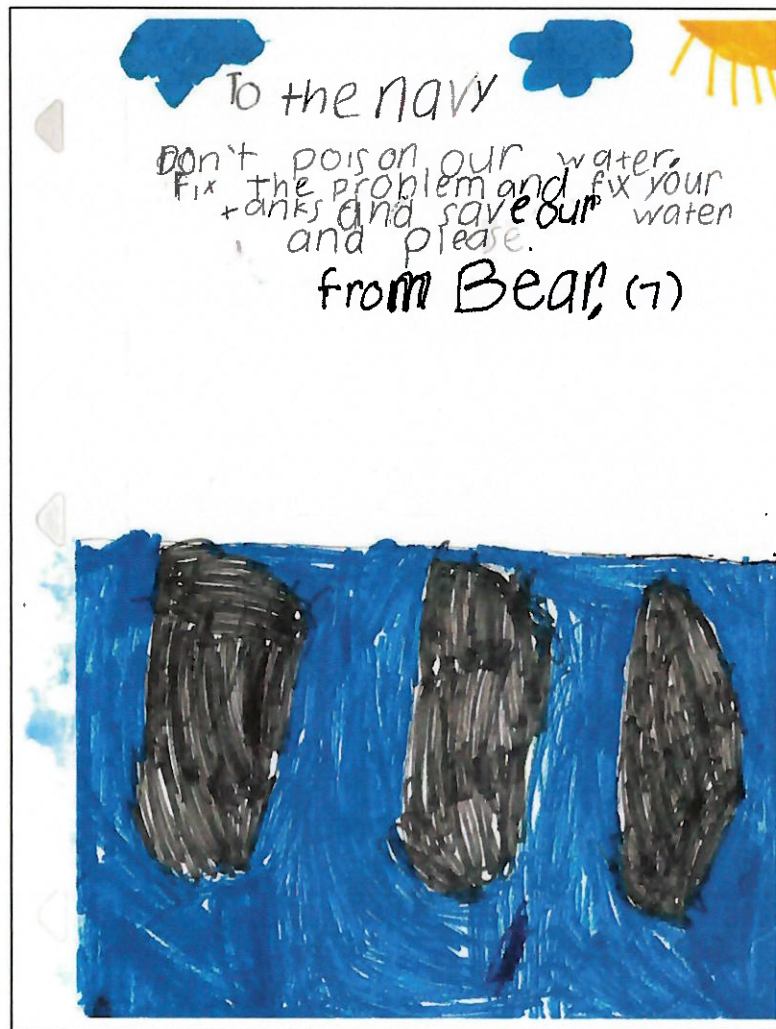
# WATER FOR LIFE

*Safe, dependable, and affordable water now and into the future*



Board of Water Supply  
City and County of Honolulu

## From Our Keiki





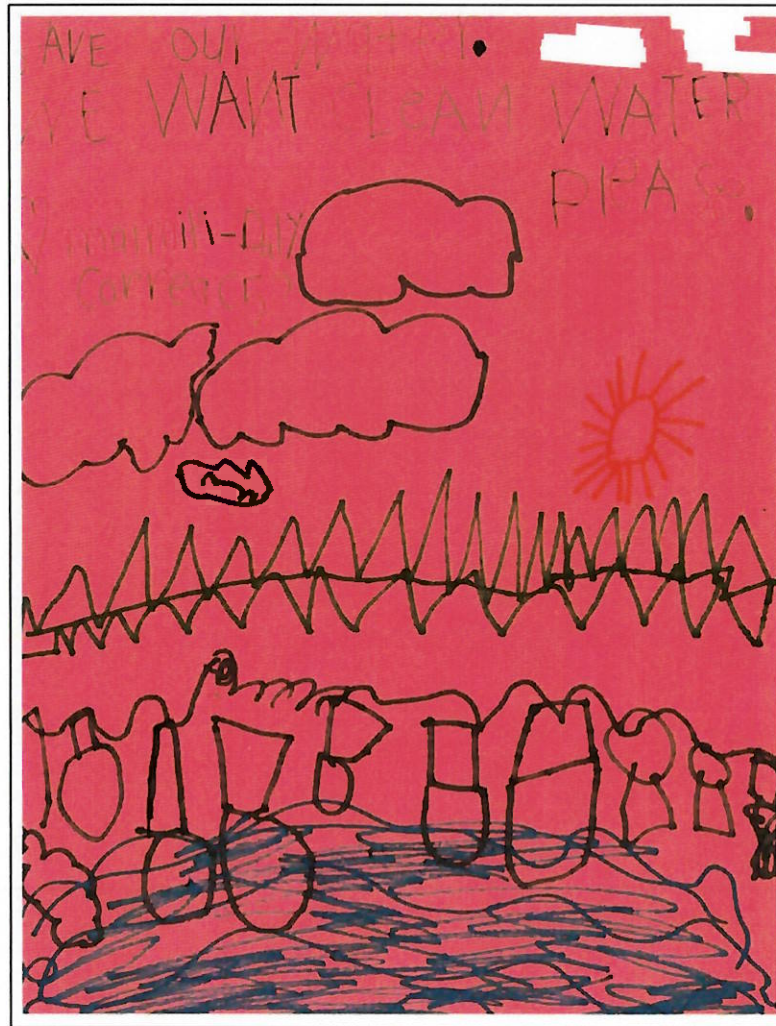
# WATER FOR LIFE

*Safe, dependable, and affordable water now and into the future*



Board of Water Supply  
City and County of Honolulu

## From Our Keiki



**WATER FOR LIFE**

*Safe, dependable, and affordable water now and into the future*



**Board of Water Supply**  
City and County of Honolulu

## **Questions/Discussion**



**MOTION TO  
RECESS INTO  
EXECUTIVE  
SESSION**

Upon unanimously approved motion, the Board recessed into Executive Session Pursuant to [HRS §92-5(a)(4)] at 2:34 PM to Consult with the Board's Attorney and to Consider Issues Pertaining to Matters Posted for Discussion at an Executive Session.

**OPEN  
SESSION**


The Board reconvened in Open Session at 3:45 PM.

**MOTION TO  
ADJOURN**

There being no further business Chair Andaya at 3:46 PM called for a motion to adjourn the Open Session. Kapua Sproat so moved; seconded by Ross Sasamura and unanimously carried.

THE MINUTES OF THE REGULAR SESSION BOARD MEETING ON NOVEMBER 25, 2019 WERE APPROVED AT THE DECEMBER 12, 2019 BOARD MEETING			
	AYE	NO	COMMENT
BRYAN P. ANDAYA	X		
KAPUA SPROAT	X		
KAY C. MATSUI			ABSENT
RAY C. SOON			ABSENT
MAX J. SWORD	X		
ROSS S. SASAMURA	X		
JADE T. BUTAY	X		

The minutes of the Regular Meeting held on October 28, 2019 are respectfully submitted,

  
DEANNA THYSSEN

APPROVED:

  
BRYAN P. ANDAYA  
Chair of the Board

DEC 12 2019

Date