

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
HAWAIIAN HOMES COMMISSION MEETING/WORKSHOP AGENDA

91-5420 Kapolei Parkway, Kapolei, O‘ahu, Hawai‘i
Tuesday, February 16, 2021, at 9:30 a.m. to be continued, if necessary, on
Wednesday, February 17, 2021, at 9:30 a.m.
Livestream available at www.dhhl.hawaii.gov/live

Note: Commission Meeting Packets will be available at dhhl.hawaii.gov by Thursday, February 11, 2021.

I. ORDER OF BUSINESS

- A. Roll Call
- B. Approval of Agenda
- C. Approval of Minutes for January 12, 2021 and January 19 & 20, 2021
- D. Public Testimony on Agendized Items – Written Via weblink only; see information below

II. ITEMS FOR DECISION MAKING

A. CONSENT AGENDA

Homestead Services Division

- D-2 Ratification of Loan Approval (see exhibit)
- D-3 Approval of Consent to Mortgage (see exhibit)
- D-4 Approval of Streamline Refinance of Loans (see exhibit)
- D-5 Approval of Homestead Application Transfers/Cancellations (see exhibit)
- D-6 Commission Designation of Successors to Application Rights – Public Notice 2023 (see exhibit)
- D-8 Approval of Designation of Successors to Leasehold Interest and Designation of Persons to Receive the Net Proceeds (see exhibit)
- D-9 Approval of Assignment of Leasehold Interest (see exhibit)
- D-10 Approval of Amendment of Leasehold Interest (see exhibit)
- D-11 Approval to Issue Non-Exclusive Licenses for Rooftop Photovoltaic Systems for Certain Lessees (see exhibit)
- D-12 Request to Approve Third-Party Agreement – **LOUELLA N. SCHUTTE** – Pastoral Lease No. 3392, Lot No. 16-A, Puukapu, Hawaii

B. REGULAR AGENDA

Office of the Chairman

- C-1 Approval of Resolution No. 304 Honoring Hawaiian Home Lands Lessee, William Punapaiaalaikahala Kenoi
- C-2 Adoption of Proposed Hawaii Administrative Rules Chapter 10-4.1, Entitled Management of Water Systems
- C-3 Approval of Lease Awards Lana‘i Subdivision and Kauluokahai Increment B Subdivision (See Exhibit)

Land Management Division

- F-1 Approval to Extend Right of Entry Permit 684 to Kailapa Community Association, Kawaihae, Hawai‘i, TMK No.: (3)61001007

- F-2 Approval to Issue a Right of Entry Permit to State of Hawaii, Department of Agriculture, Wailua, Hana, Island of Maui, TMK No.: (2)11005022 (por.)

III. ITEMS FOR INFORMATION/DISCUSSION

A. GENERAL AGENDA

Requests to Address the Commission

- J-1 Liko Wallace – Na’iwa Homestead Association
- J-2 Emily Naeole – Maku’u Vacant Lots
- J-3 Germaine Meyers – Lease Concerns
- J-4 Kekoa Enomoto -Pa’upena Community Development Corporation and the Maui/Lana’i Mokupuni Council.
- J-5 Evelyn Hegent – Puukapu Lessee

B. WORKSHOPS

Office of the Chairman

- C-4 For Information Only –Budget Amendment to Cover Implementation of Memorandum of Agreement with Amerind Critical Infrastructure Related to Tribal Broadband Connectivity Program and 2.5 GHz Licenses

Land Development Division

- E-1 For Information Only – East and West Oahu Project Updates

Planning Office

- G-1 For Information Only – Upcoming Beneficiary Consultation Meetings Regarding the DHHL General Plan Update

STATE OF HAWAI'I
DEPARTMENT OF HAWAIIAN HOME LANDS
HAWAIIAN HOMES COMMISSION MEETING/WORKSHOP AGENDA

91-5420 Kapolei Parkway, Kapolei, O'ahu, Hawai'i
Wednesday, February 17, 2021, at 9:30 a.m.

I. ORDER OF BUSINESS

- A. Roll Call
- B. Public Testimony on Agendized Items

II. ITEMS FOR DECISION MAKING

Office of the Chairman

- C-5 Approval of Budget Amendment to Cover Implementations of Memorandum of Agreement with Amerind Critical Infrastructure Related to Tribal Broadband Connectivity Program and 2.5 GHz Licenses

III. ITEMS FOR INFORMATION/DISCUSSION

Office of the Chairman

- C-6 For Information Only – Hawaiian Homes Commission Policy Actions Project

Homestead Services Division

- D-1 HSD Status Reports
 - A Homestead Lease and Application Totals and Monthly Activity Reports
 - B- Delinquency Report
- D-7 For Information Only – Presentation on Concerns Impacting Applications Branch

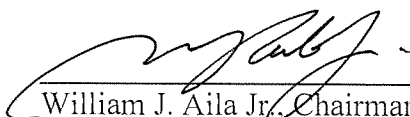
IV. EXECUTIVE SESSION

The Commission anticipates convening an executive meeting pursuant to Section 92-5(a)(4), HRS, to consult with its attorney on questions and issues pertaining to the Commission's powers, duties, privileges, immunities, and liabilities on these matters.

- 1. Update on issues related to Criminal Investigations on Hawaiian Home Lands

V. ANNOUNCEMENTS AND ADJOURNMENT

- A. Next Meeting – March 15 & 16, 2021, Videoconference
- B. Adjournment



William J. Aila Jr., Chairman
Hawaiian Homes Commission

COMMISSION MEMBERS

Randy K. Awo, Maui

Patricia L. Teruya, O'ahu

Pauline N. Namu'o, O'ahu

Michael L. Kaleikini, East Hawai'i

Zachary Z. Helm, Moloka'i

David B. Ka'apu, West Hawai'i

Dennis L. Neves, Kaua'i

Russell K. Ka'upu, O'ahu

Public testimony can be submitted in writing via the Department of Hawaiian Home Lands website at www.dhhl.hawaii.gov/hhc/hhc-contact

Livestream available at www.dhhl.hawaii.gov/live

Pursuant to emergency proclamation by the Governor, Hawai'i Revised Statutes Chapter 92 regarding public agency meetings and records is currently suspended to the extent necessary to enable boards to conduct business without holding meetings open to the public and to allow state agencies the ability to effectively and efficiently provide emergency relief and engage in emergency management functions.

ITEM C-4 EXHIBIT

APPROVAL OF LEASE AWARDS LANAI SUBDIVISION AND KAPOLEI

NAME	APPL DATE	LOT NO	TAX MAP KEY	LEASE NO
Samuel Kahahanui III	05/31/2006	1186	(2) 4-9-024:016	12887
Melody K. Danielson	01/29/1962	110	(1)-9-1-017-110	12929
Dariess H.W. Ah Sui	11/08/1982	155	(1)-9-1-017-110	12928
Edward H. Kama, Jr.	07/31/1984	156	(1)-9-1-017 110	12927
Paulette Lane	10/28/1971	108	(1)-9-1-017-110	12930
William L. Mokiao III	11/26/1973	107	(1)-9-1-017-110	12931
Elizabeth K. Lorenzo	09/07/1983	157	(1)-9-1-017-110	12926
Mitchell K. Keawe	03/30/1983	158	(1)-9-1-017-110	12925
Florence Kealoha	04/10/1972	106	(1)-9-1-017-110	12932
John T.K. Kahaloa	05/21/1979	159	(1)-9-1-017-110	12924
Melissa-Ann Gora	09/04/1981	160	(1)-9-1-017-110	12923
Leonard Aiona	09/01/1978	92	(1)-9-1-017-110	12935
Stanette H.F. Vares	03/27/1986	63	(1)-9-1-017-110	12936
Rebecca K. Kolo	09/01/1982	62	(1)-9-1-017-110	12937
Henry K. Pali, Jr.	11/30/1976	61	(1)-9-1-017-110	12938
SelmaJean L. Amaral	02/13/1986	94	(1)-9-1-017-110	12934
Cecilia Silva	10/18/1978	95	(1)-9-1-017-110	12933
Henry K. Kam	02/02/1973	96	(1)-9-1-017-110	12945
Ronald Camara	06/03/1980	60	(1)-9-1-017-110	12939
Pat M. Kaialau	08/02/1985	59	(1)-9-1-017-110	12940
Allan Kila, Jr	05/22/1986	97	(1)-9-1-017-110	12944
Arick D. Valdez	08/24/1984	58	(1)-9-1-017-110	12941
Annette L. Tupua	03/11/1985	98	(1)-9-1-017-110	12943
Charmaine L. De Lima	10/17/1962	57	(1)-9-1-017-110	12942
Victor P.K. Defries	01/10/1978	100	(1)-9-1-017-110	12953
Samuel A. Tong	08/06/1979	101	(1)-9-1-017-110	12952
Ryan E.K. Costa-Carvalho	04/10/1969	102	(1)-9-1-017-110	12951
Nettie Arias	03/01/1978	54	(1)-9-1-017-110	12946
Debrah-Mae H. Nawahine	09/23/1976	52	(1)-9-1-017-110	12948
Rollin K. Wong	04/22/1985	103	(1)-9-1-017-110	12950
Lauralyn L. Wright	01/18/1985	53	(1)-9-1-017-110	12947
Sandra S. Ebaleroza	04/23/1964	104	(1)-9-1-017-110	12949
Marvielena E. Holt	04/29/1986	9	(1)-9-1-017-110	12954

ITEM D-2 EXHIBIT

RATIFICATION OF LOAN APPROVAL

LESSEE	LEASE NO.	AREA
ALLOSADA-SINGSON, Maraynalynn	9492	Waiehu 2, Maui
KALAMA-KANESHIRO, Alaka'i Y.	6014	Kekaha, Kauai
MATSUYAMA, Arron J. L.	9383	Kaniohale, Hawaii
MATSUYAMA, Tainato D. K.	9383	Kaniohale, Hawaii

ITEM D-3 EXHIBIT
APPROVAL OF CONSENT TO MORTGAGE

LESSEE	LEASE NO.	AREA
AH SUI, Dariess	12928	Ka`uluokah`i, Oahu
AKIONA, Brandee K. M.	3993	Waimanalo, Oahu
AKUI, Marissa K.	12595	Kanehili, Oahu
ALBINIO, Peter K. P., Jr.	736	Waimanalo, Oahu
BALLENTI, Jolyn	2932Z	Nanakuli, Oahu
BLACKBURN, Joseph, III	12233	Waiehu 4, Maui
BONN, Lyan L.	12478	Ka`uluokah`i, Oahu
BROWN, Francis T. K.	11978	Kaupea, Oahu
CAMELLO, Aileen L.	9791	Maluohai, Oahu
CASTILLO, Frederick M.	12101	Kaupea, Oahu
CASTRO, Tammy	12351	Ka`uluokah`i, Oahu
CHANG, Sheyna-Marie K.	9538	Waiehu 2, Maui
CRUM, Kainoa A.	9646	Keaukaha, Hawaii
DAY, Major R., Jr.	12260	Waiehu 4, Maui
DUARTE, Susan K.	8408	Princess Kahanu Estates, Oahu
DUDOIT, Crystal L.	9315	Kaniohale, Hawaii
DUNCAN, Bradley W. K.	12586	Kanehili, Oahu
ELLIOTT, Debbie-Deene K.	11428	Kaupea, Oahu
ESTRELLA, Lee Ann K.	12561	Kanehili, Oahu
FIGUEROA, James C., Jr.	11890	Kanehili, Oahu
GORA, Melissa-Ann	12923	Ka`uluokah`i, Oahu
HANAWAHINE , Moana M.	3672	Waimanalo, Oahu
HANAWAHINE, Bryan D.	3672	Waimanalo, Oahu
HANAWAHINE, Newton	9821	Maluohai, Oahu
HANOHANO, Robert	12842	Ka`uluokah`i, Oahu
HANSON, Marcus Allan M.	5054	Keaukaha, Hawaii
HOLT, Marivelena	12950	Ka`uluokah`i, Oahu
HUIHUI, Valentine N., Jr.	1991	Waimanalo, Oahu
KAAIHUE, Lisa	11116	Piilani Mai Ke Kai, Kauai
KAAUMOANA, Joseph	6520	Anahola, Kauai
KAILILAAU, Sherri Ann U.	10304	Waiohuli, Maui
KALAKAU, William K., IV	8774	Waimanalo, Oahu
KALEIOHI, Rose Marie N.	2636	Waimanalo, Oahu
KAMAKAHI, Darling C.	1192A	Keaukaha, Hawaii
KAUHI, James A.	10487	Waiohuli, Maui
KEKAULA-VAN GIESON, Lilinoe L. A.	4738	Nanakuli, Oahu
KELIHWAIWAIOLE, Olsen K.	12086	Kaupea, Oahu
LANE, Paulette	12930	Ka`uluokah`i, Oahu
LEAO, Leolani S.	11920	Kaupea, Oahu
LLANES, Edwina K.	9364	Kaniohale, Hawaii
LONGAKIT, Laenette N.	5372	Panaewa, Hawaii
LOPES, Angela K.	2816	Waimanalo, Oahu
LORENZO, Elizabeth	12926	Ka`uluokah`i, Oahu
MAIKUI, Harry K., Jr.	12640	Kanehili, Oahu
MCSHANE PADILLA, Chalet A. U.	2159	Kalawahine, Oahu

MEDEIROS, Leland Carlos, Jr.	6549	Nanakuli, Oahu
MEYERS, Carl A. K.	5642	Lualualei, Oahu
MOKIAO, William, III	12931	Ka`uluokah`i, Oahu
MOLETA, Josette A.	9680	Nanakuli, Oahu
MORRISON, Maydeen P.	9508	Waiehu 2, Maui
MOSES, Cid D.	7825	Nanakuli, Oahu
NAHULU, G. Analika	306	Nanakuli, Oahu
NIHOA, Lawrence M., Jr.	8518	Princess Kahanu Estates, Oahu
PAAKAULA, Thomas S.	9637	Kalawahine, Oahu
PAIKAI, Kawailehua K. H.	12566	Kanehili, Oahu
PAKELE, Lisa L.	11888	Kanehili, Oahu
SAITO, Doreen K. K.	2214	Kewalo, Oahu
SHELDON, Douglas K.	12748	Maluohai, Oahu
SOUZA, Michele L. K.	3833	Paukukalo, Maui
SPINNEY, Kealoha C.	9593	Kalawahine, Oahu
TUINEI, Jadeen K.	11771	Kanehili, Oahu
WALKER, Samuel F., Sr.	9255	Kaniohale, Hawaii
WHITE, Isaac E.	12144	Kaupea, Oahu
WILLS, Celeste E.	4193A	Waimea, Hawaii

ITEM D-4 EXHIBIT

APPROVAL OF STREAMLINE REFINANCE OF LOANS

LESSEE	LEASE NO.	AREA
BALBIN, Ruth Ann P.	11380	Kaupea, Oahu
COCKETT, April M.	5930	Waiehu 1, Maui
ELLIS, Steven J.	9676	Nanakuli, Oahu
TRANSFIGURACION, Stuart I.	11933	Kaupea, Oahu

ITEM D-5 EXHIBIT

HOMESTEAD APPLICATION TRANSFERS/CANCELLATIONS

APPLICANT	AREA
AHSING, Lawrence K.	Oahu IW Agr
AIPOLANI, Jason R.K.	Molokai IW Res
ALMEIDA, Vivian N.	Oahu IW Res
ANDERS, Emma A.	Papakolea / Kewalo Oahu IW Res
BAISA, Janice B.K.	Maui IW Agr
DAVIS, Carol L.S.	Hawaii IW Res
DETILLION, Leimomi A.	Lanai IW Res
FINCH, Charlene M.	Waianae Area / Oahu IW Res
FINCH, Charlene M.	Hawaii IW Pas
FRANKLIN, Evelyn J.	Oahu IW Agr
FRANKLIN, Evelyn J.	Oahu IW Res
GOMEZ, Shirley Ann K.	Oahu IW Res
GOMEZ, Shirley Ann K.	Hawaii IW Agr
JUAREZ, Loretta M.	Oahu IW Agr
JUAREZ, Loretta M.	Oahu IW Res

KAKALIA, Earl K., Sr.	Kauai IW Agr
KAKALIA, Earl K., Sr.	Kauai IW Res
KAHOOKELE, John K.	Maui IW Res
KAHOOKELE, Shawn K.	Oahu IW Res
KOCH, Helen K.B.	Hawaii IW Res
KUHEANA, George H.	Hawaii IW Agr
KUHEANA, George H.	Hawaii IW Res
LOGAN, Roland M.	Oahu IW Agr
POLIDO, Renee L.	Maui IW Res
POLLACK, Lovee Ann I.	Oahu IW Res
TABOCOL, Haunani L.	Maui IW Res
TREMAINE, Barbara K.	Hawaii IW Res
WOODS, George A.	Oahu IW Res to Lanai IW Res
YAMADA, Garry L.	Hawaii IW Agr
YAMADA, Garry L.	Hawaii IW Res

ITEM D-6 EXHIBIT

COMMISSION DESIGNATION OF SUCCESSORS – PUBLIC NOTICE 2013

APPLICANT	AREA
AKAU, Leonard J.	Hawaii IW Agr
AKAU, Leonard J.	Hawaii IW Res
TABOCOL, Haunani L.	Oahu IW Res

ITEM D-8 EXHIBIT

APPROVAL OF DESIGNATION OF SUCCESSORS TO LEASEHOLD INTEREST AND
DESIGNATION OF PERSONS TO RECEIVE THE NET PROCEEDS

LESSEE	LEASE NO.	AREA
BELL, Robert V.	7028	Puupulehu, Hawaii
GUSMAN, Gwendolyn K.	2144	Kewalo, Oahu
KANIHO, Kenneth K.	4963	Waimea, Hawaii
MAKAILA, Billy	11372	Kaupea, Oahu
SHERLOCK, Ululani K.	2323	Keaukaha, Hawaii

ITEM D-9 EXHIBIT

APPROVAL OF ASSIGNMENT OF LEASEHOLD INTEREST

LESSEE	LEASE NO.	AREA
KAAI-ENGLISH, Paul K.	4738	Nanakuli, Oahu
KAHOONEI, Richard M.	6386	Waiakea, Hawaii
KALEOHANO, Howell K.	8868	Hanapepe, Kauai
MILLER, William C., Jr.	2932-A	Nanakuli, Oahu
NEILSON, Davilyn K. K.	12341	Kapolei, Oahu

ITEM D-10 EXHIBIT

APPROVAL OF AMENDMENT OF LEASEHOLD INTEREST

LESSEE	LEASE NO.	AREA
CASTRO, Tammy K. K.	12351	Kapolei, Oahu
GUSMAN, Gwendolyn	2144	Kewalo, Oahu
KAMAKAHI, Olinda A. K. C.	11783	Kapolei, Oahu
GOMES, Grace U.	8979	Paukukalo, Maui
KEKONA, Anthony, Sr.	8979	Paukukalo, Maui
KEKONA, Anthony K., Jr.	8979	Paukukalo, Maui
KANEAKUA, Ellen F.	835	Kewalo, Oahu
LONG, Nadine E. O. K.	835	Kewalo, Oahu
LUNING, Melanie N.	12498	Kapolei, Oahu
MANOHA, Lilinoe K.	12511	Kapolei, Oahu
POEPOE, Charles D. K.	12499	Kapolei, Oahu
SHERLOCK, Ululani K.	2323	Keaukaha, Hawaii

ITEM D-11 EXHIBIT

APPROVAL TO ISSUE A NON-EXCLUSIVE LICENSE FOR ROOFTOP PHOTOVOLTAIC SYSTEMS FOR CERTAIN LESSEES


LESSEE	LEASE NO.	AREA
FELIX-KEAMOAI, Jolina L.	11319	Kekaha, Kauai
KAAI, Syd	9594	Kalawahine, Oahu
VON SEGGERN, Janice E.	12062	Kaupea, Oahu

**HAWAIIAN HOMES COMMISSION
FEBRUARY 16 & 17, 2021
TELECONFERENCE
9:30 A.M.**

**C – ITEMS
OFFICE OF THE CHAIRMAN**

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 16-17, 2021

To: Chairman and Members, Hawaiian Homes Commission
Through: Niniau Kawaihae, Special Assistant 
Subject: Resolution No. 304 Honoring Hawaiian Home Lands Lessee,
William Punapaiaaalaikahala Kenoi

RECOMMENDED MOTION:

To approve Resolution No. 304 Honoring Hawaiian Home Lands Lessee,
William Punapaiaaalaikahala Kenoi

DISCUSSION:

Often times when remarkable leaders are alive, we are sometimes blessed to recognize and see, first-hand, their greatness. The energy and passion they exude; the charisma and innate ability to connect whether one-on-one or in a room of hundreds or on video that somehow stops time as if the experience were still happening. We see the greatness while not fully understanding it especially when that greatness manifests itself in the form of a young native Hawaiian man from humble beginnings in Kalapana to barely graduating high school and was surely on the same road many Hawaiian men currently in prison were also on. But something happened, someone decided to step in and change the script of the young Hawaiian from Kalapana. And that young native Hawaiian man was ready to be changed.

Mayor Kenoi shared in his speech at the 2006 Aha Kane how Dr. Manu Meyer encouraged him to attend Hawaii Community College, then University of Hawaii-Hilo before he attended and graduated from the University of Massachusetts Amherst (as part of the National Student Exchange program). He met his wife, Takako, returned home to Hawaii to get married and start his family. Graduated from law school, passed the bar, and worked hard. Very hard. Those that knew this native Hawaiian boy from Kalapana recognized his drive, his determination that ultimately crystallized during his two terms as Mayor of the County of Hawaii. He had genuine love and aloha for his island home, for all of the families and communities

that would look to him for leadership during the worst recession in decades. He put children first, providing opportunities to improve parks and league games, adding better lighting, or creating a park where none yet stood. He could speak on almost any topic and if by some small chance he did not know about something, you could guarantee by the next time you would see him, he had read up on it already.

In reading the many speeches given by our U.S. Delegate, Prince Jonah Kuhio Kalaniana'ole, we admire the oratory, the cadence of the words being spoken and know our kupuna were as mesmerized and appreciative for the Prince's abilities as they were proud he was native Hawaiian and an alii. He was called the "People's Prince" because of his innate ability to speak to the common man and yet rub elbows with the Washington, D.C. political elite.

As the son of one of the first lessees at Makuu Farm Lots and then as a successor and co-lessee with his siblings, Mayor Kenoi gave us in this generation and this 21st century, the same inspiration our Prince did to the Hawaiian people over a hundred years ago. And as we honor Mayor Kenoi with this resolution today, let us all remember "that if can, can! If no can, still can!"

RECOMMENDATION:

Staff respectfully recommends approval of the motion as stated.



HAWAIIAN HOMES COMMISSION

RESOLUTION NUMBER 304

HONORING HAWAIIAN HOME LANDS LESSEE,
WILLIAM PUNAPAIAALAIKAHALA KENOI

WHEREAS, William Punapaiaalaikahala Kenoi was born on November 9, 1968 to Clayton Philip and Nancy Kenoi in Kalapana, Hawaii; and,

WHEREAS, on July 1, 1986, Clayton Philip Kenoi was awarded an agricultural lease at Lot 6, Hawaiian Home Lands, Makuu Farm Lots, situated at Makuu Popoki and Halona, Puna, on Hawaii Island; and,

WHEREAS, William Punapaiaalaikahala Kenoi graduated from Waiakea High School and the University of Massachusetts Amherst where he met his wife, Takako; and,

WHEREAS, during his time on the East Coast of the United States, William Punapaiaalaikahala Kenoi interned for Hawaii U.S. Senator Daniel K. Inouye, which resulted in a life-long friendship based on mutual respect and admiration; and,

WHEREAS, William Punapaiaalaikahala Kenoi returned to Hawaii and successfully completed his law degree at the University of Hawaii at Manoa William S. Richardson School of Law and after passing his bar exam, served as clerk to Judge Richard K. Perkins of the Eighth Division of the First Circuit; and,

WHEREAS, determined to fight for the many Native Hawaiians over-represented in the judicial system, William Punapaiaalaikahala Kenoi served as a



HAWAIIAN HOMES COMMISSION

deputy public defender in the Appellate, Family Court, Juvenile Criminal and Adult Family Court Divisions; and,

WHEREAS, William Punapaiaalaikahala Kenoi became a co-lessee of Lot 6 at Makuu Farm Lots on January 15, 1999 upon the untimely passing of his father, Clayton Philip Kenoi; and,

WHEREAS, William Punapaiaalaikahala Kenoi returned to his beloved Hawaii Island in 2001 to work as the Executive Assistant to Mayor (and former high school football coach) Harry Kim, a position he held for the next seven years; and,

WHEREAS, William Punapaiaalaikahala Kenoi ran for elected office for the first time and was successful, becoming Mayor of the County of Hawaii in 2008; and,

WHEREAS, the mortgage crisis and ensuing recession forced budget cuts and furloughs for Hawaii County for most of Mayor Kenoi's first term; and,

WHEREAS, Mayor Kenoi's committed to ensuring Hawaii Island was a place for "safe, healthy communities" full of "beautiful families"; and,

WHEREAS, Mayor Kenoi utilized Community Development Block Grant funding from the U.S. Department of Housing & Urban Development to upgrade all County Parks as accessible under the American with Disabilities Act; and,

WHEREAS, Mayor Kenoi utilized HOME funds from the U.S. Department of Housing & Urban Development to create workforce housing known as Kamakoa Nui in Waikoloa Village; and,

WHEREAS, Mayor Kenoi utilized Community Development Block Grant funding from the U.S. Department of Housing & Urban Development to construct Na Kahua Hale o Ulu Wini, a 96-unit facility in Kealakehe, Kailua-Kona for affordable rental and transitional shelter; and,

WHEREAS, Mayor Kenoi utilized American Recovery & Reinvestment Act funding to complete the Ane Keohokalole Highway (often referred to as the new backbone of Kona) that linked Palani Road and Hina Lani Street; and,



HAWAIIAN HOMES COMMISSION

WHEREAS, in 2011 Mayor Kenoi completed construction on the \$50 million West Hawaii Civic Center, an eight-building, LEED-certified County complex that brought county department staffing to West Hawaii constituents; and,

WHEREAS, Mayor Kenoi utilized \$3.1 million of Community Development Block Grant funding from the U.S. Department of Housing & Urban Development to provide a covered play court for the Panaewa Hawaiian Homestead community; and,

WHEREAS, Mayor Kenoi was re-elected to a second term in 2012 and in 2014, became known as the “Iron Mayor” for completing the grueling Ironman triathlon; and,

WHEREAS, in late 2015 Mayor Kenoi was diagnosed with a rare form of leukemia called myelofibrosis; and,

WHEREAS, Mayor Kenoi continued to work diligently to serve the families of Hawaii Island through the end of his term in 2016, resulting in more than 20 parks and playing fields being added during his tenure; and,

WHEREAS, Mayor Kenoi’s final park opening as mayor was on December 6, 2016, at the newly renovated Mauna Kea Recreation Area (now known as the Gilbert Kahele Recreation Park), a park the County of Hawaii received from the State’s Department of Land and Natural Resources; and,

WHEREAS, after his term as mayor ended, William Punapaiaalaikahala Kenoi underwent several blood transfusions, bone marrow transplants and aggressive chemotherapy to treat his leukemia at City of Hope in Duarte, California, before returning to his wife and children on Hawaii Island; and,

WHEREAS, despite the success of his aggressive cancer treatment, William Punapaiaalaikahala Kenoi experienced heart and lung failure but continued to focus on his family, his friends and his community, never turning away anyone who had questions about their own political ambition or requests for advice on shaping public policy; and,



HAWAIIAN HOMES COMMISSION

WHEREAS, just three short months ago William Punapaiaalaikahala Kenoï gave an inspirational speech on overcoming crises through opportunity at the Chamber of Commerce Hawaii 170th Conference and Virtual Summit; and,

WHEREAS, William Punapaiaalaikahala Kenoï's last public speech was at the inauguration of Hawaii County Mayor Mitch Roth and the County Council in December 2020, stating to all who listened that, "...by chasing perfection, we reach excellence"; and,

WHEREAS, William Punapaiaalaikahala Kenoï's closing remarks at said Hawaii County inauguration was from Joshua 1:9 of the Holy Bible, "Have I not commanded you? Be strong and courageous. Do not be afraid; do not be discouraged, for the Lord your God will be with you wherever you go"; and,

WHEREAS, on January 26, 2021, William Punapaiaalaikahala Kenoï passed away at his home in Volcano, surrounded by his wife of 25 years, Takako, and their three children: Justin, Liam and Mahina; and,

WHEREAS, William Punapaiaalaikahala Kenoï lived his life as a successful example of Prince Jonah Kuhio Kalaniana'ole's dream to rehabilitate native Hawaiians; and,

WHEREAS, both William Punapaiaalaikahala Kenoï and Prince Jonah Kuhio Kalaniana'ole shared the gift of oratory, charisma, intelligence and a deep personal commitment to their Hawaiian people and communities;

NOW, THEREFORE, BE IT RESOLVED, the undersigned, duly recognized as the chairman and members of the Hawaiian Homes Commission, on this 16th day of February 2021, do set forth their hand to recognize, honor and memorialize the life of William Punapaiaalaikahala Kenoï; and,

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted in its entirety to his wife, Takako, and their three children: Justin, Liam, and Mahina; and to his sisters: Patricia K. Chin, Mary K. Kenoï-Okajima, and Rosanne K. Sai.



HAWAIIAN HOMES COMMISSION

ADOPTED THIS 16th day of February 2021, at Hale Pono, Kapolei, Hawaii, by the Hawaiian Homes Commission in Regular Meeting assembled.

OFFERED BY:

William J. Aila, Jr., Chairman

David Kaapu, Member

Randy Kalei Awo, Member

Pauline Namuo, Member

Zachary Helm, Member

Dennis Neves, Member

Patty Kahanamoku-Teruya, Member

Russell Kaupu, Member

Michael Kaleikini, Member

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

February 16-17, 2021

TO: Chairman and Members, Hawaiian Homes Commission
FROM: Hokulei Lindsey, Administrative Rules Officer
SUBJECT: Adoption of proposed Hawaii Administrative Rules Chapter 10-4.1, entitled Management of Water Systems



RECOMMENDED MOTION/ACTION

That the Hawaiian Homes Commission adopt proposed Hawaii Administrative Rules Chapter 10-4.1, entitled Management of Water Systems:

- with water service rates for Hoolehua attached to the rules as Exhibit A;
- with water service rates for Anahola attached to the rules as Exhibit C; and
- with water service rates for Kawaihae attached to the rules as Exhibit B and the Puukapu maintenance fee attached as Exhibit D.

DISCUSSION:

At the January 2021 regular meeting of the Hawaiian Homes Commission, staff presented the for information only Report of Chapter 91, Hawaii Revised Statutes, Public Hearings for Administrative Rules Related to Management of Water Systems.¹ Comments received in the public hearing process were attached to the January submittal and are attached again, here as Exhibit B. Staff recommends the proposed rules for the water systems be adopted with the following technical and clarifying changes. The proposal is attached in Ramseyer format as Exhibit A, all recommended additions are underlined, deletions are crossed out:

- **§10-4.1-7(c) Installation of water service.** For clarification, the last sentence was amended by adding "on the

¹ Item C-5 For Information Only - Report of Chapter 91, Hawaii Revised Statutes, Public Hearings for Administrative Rules Related to Management of Water Systems (January 19-20, 2021).

consumer's side of the water service supply pipe." The subsection now reads:

"A readily accessible shutoff valve controlling all outlets shall be installed by the department on the consumer's water service supply pipe at a location to be determined by the department. In addition, the department may install a shutoff valve before the meter for the use of employees of the department. If a replacement of the shutoff valve is necessary on the consumer's side of the service supply pipe, it shall be installed by the department and paid for by the consumer."

- **§§10-4.1-10(a)(2) and (c)(1) Discontinuation of service.** For consistency within the section, changes were made to specify "business days" for the notice and decision periods:
 - "(a) The department may refuse or discontinue water service for any of the following reasons:
 - (2) Noncompliance with rules and regulations. If the consumer fails to comply with any of the department's rules and regulations and noncompliance is not corrected within five business days after written notice is given to the consumer, the department may discontinue service."
 - "(c)(1) At the billing conference, the consumer shall have the right to submit evidence, present and cross examine witnesses, and bring a representative to aid in presenting the case. The consumer shall have the right to see the department's records concerning the account and shall have the right to reasonable explanation for any matter concerning the proposed discontinuance of service. The district office supervisor conducting the billing conference shall be empowered to correct any errors in billing and to take whatever remedial action is necessary if the consumer presents evidence that would demonstrate by a preponderance of the evidence that the consumer is not responsible for conditions leading to the department's decision to shut off service other than non-payment of the water bill. The district office supervisor conducting the billing conference shall make a written decision within three ~~working~~ business days of the conference."
- **§10-4.1-10(c) Discontinuation of service.** For clarification, "If an in person conference is requested, the district office supervisor shall travel to meet with the consumer on the consumer's island" was inserted between the second and third sentences:
 - "If the consumer wishes to dispute the shut off, the consumer shall within five business days from the date of the notice of shut off, request a billing conference. Once requested, the

billing conference shall be scheduled at the earliest reasonable opportunity for the consumer and in no case more than ten days from the request and the consumer shall be given the option of having the conference over the phone or in person with a district office supervisor from another district office that manages a department water system. If an in person conference is requested, the district office supervisor shall travel to meet with the consumer on the consumer's island. The district office supervisor conducting the billing conference shall not have previously been involved in the case, shall objectively review the basis for water shut off, shall be subject to all state ethics rules on conflicts of interest, and shall exercise impartial judgment in deciding the merits of the consumer's request for reinstatement of water service."

- **§10-4.1-10(f) Discontinuation of service.** For clarification, the last sentence was amended by adding "with water service": "A consumer about to vacate any premises supplied with water by the department shall give written notice of their intention to vacate, specifying the date service should be discontinued. If the consumer fails to give such notice, the consumer shall be responsible for all water service furnished to such premises until the department has received a notice of discontinuance. Before buildings with water service are demolished, the department shall be notified so the water service can be shut off."

The proposal contains provisions for discontinuation of water service and notice requirements before shut off can occur. To shut off water is a significant step. The proposal also contains repayment plan options, alternative payment options, and an appeal process before shut off for nonpayment can occur. In communicating with staff who work with consumers on the water systems, their focus is communication and working with the consumer so that payments can be made. The shut off provisions provide the extra incentive to stick with the payment plan.

RECOMMENDATION:

Staff respectfully request approval of the three-part motion as stated above.

DEPARTMENT OF HAWAIIAN HOME LANDS

Adoption of Chapter 10-4.1
Hawaii Administrative Rules

[]

1. Chapter 10-4.1, Hawaii Administrative Rules, entitled "Management of Water Systems", is adopted to read as follows:

"HAWAII ADMINSTRATIVE RULES

TITLE 10

DEPARTMENT OF HAWAIIAN HOME LANDS

CHAPTER 4.1

MANAGEMENT OF WATER SYSTEMS

Subchapter 1 General Provisions

- §10-4.1-1 Purpose
- §10-4.1-2 Applicability
- §10-4.1-3 Definitions
- §10-4.1-4 General conditions for water service
- §10-4.1-5 Water pressure conditions and elevation agreement
- §10-4.1-6 Application for water service
- §10-4.1-7 Installation of water service
- §10-4.1-8 Responsibility for equipment
- §10-4.1-9 Payment of bills and delinquency

- §10-4.1-10 Discontinuance of service
- §10-4.1-11 Restoration of water service
- §10-4.1-12 Meter test and adjustment of bill
- §10-4.1-13 Underground leak adjustment
- §10-4.1-14 Water charge adjustment
- §10-4.1-15 Obstructed meter fine
- §10-4.1-16 Tampering prohibited
- §10-4.1-17 Accessing the consumer's premises
- §10-4.1-18 Cross-connection control and
backflow prevention
- §10-4.1-19 Interruption of water supply
- §10-4.1-20 Meter disconnection or reconnection
- §10-4.1-21 Change in service administration fee
- §10-4.1-22 Department fire hydrants and fire
protection
- §10-4.1-23 Water spigots
- §10-4.1-24 Consumer's sale of water
- §10-4.1-25 Electrical grounding
- §10-4.1-26 Unscheduled meter replacement
- §10-4.1-27 Compensation
- §§10-4.1-28 to 10-4.1-30 (Reserved)

Subchapter 2 Hawaiian Home Lands Public Water
Systems

- §10-4.1-31 Water service rates
- §10-4.1-32 Meter reading and rendering of bills
- §10-4.1-33 Conservation and emergency measures
- §§10-4.1-34 to 10-4.1-40 (Reserved)

Subchapter 3 Puukapu Non-Potable Water System

- §10-4.1-41 General conditions
- §10-4.1-42 Monthly maintenance fee
- §10-4.1-43 Conservation measures and emergency
conditions
- §10-4.1-44 Unauthorized drawing of water

SUBCHAPTER 1

GENERAL PROVISIONS

§10-4.1-1 Purpose. The purpose of this subchapter is to promote the health, safety, and general welfare of the community by providing standards for governing water service provided by water systems in the exclusive control of the department. [Eff _____] (Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-2 Applicability. This subchapter shall apply to all water systems under the exclusive control of the department. [Eff _____] (Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-3 Definitions. As used in this chapter, unless plainly evident from the context that a different meaning is intended:

"Applicant" means any person who submits an application for water service or additional water service.

"Application" means a written request for water service or additional water service.

"Consumer" means the person, firm, corporation, association, or governmental entity, whether owner or tenant, whose name appears on the records of the department as the party responsible and liable for receiving water service from the department.

"Consumer's water system" means the pipes and plumbing extending from the water service connection.

"Cross-connection" means any actual or potential connection between the public water supply and a source of contamination or pollution.

"County" means the county where the department water service is located.

"Department of health" means the State of Hawaii department of health.

"Governmental entity" means any State of Hawaii or county department or office.

"Main" or "main pipe" means the department's supply or distribution pipe from which service connections are made.

"Non-potable water" means water that has not been certified by the department of health as suitable for cooking, drinking, and bathing purposes.

"Potable water" means water that has been certified by the department of health as suitable for cooking, drinking, and bathing purposes.

"Premises" means a parcel of real property and any structures thereon which have water service, will require water service, or requires additional water service.

"Public water system" means a water system which provides water for human consumption as provided by the department of health in title 11, Hawaii administrative rules chapter 20.

"Service lateral" means the main tap and complete installation of pipes, fittings, and appurtenances from the main to and including the meter.

"Water meter" or "meter" means a device that measures the volume of water delivered to any premises.

"Water service" means the delivery of water to any premises.

"Water spigot" means a water spigot or standpipe that is maintained by the department and connected to a public water system for lessee access to potable water.

"Water system" means a network of pipelines, main taps, storage, facilities, pumps, shut-off valve, and other appurtenances, wells, water filtration treatment facilities, or other sources which furnishes a supply of water to the premises. [Eff]
(Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-4 General conditions for water service.

(a) Any applicant whose premises is located within service limits established by the department and adjacent to a distribution main where pressure conditions permit may obtain water service, provided that:

- (1) The existing water system servicing the area has adequate physical and legal capacity, as determined by the department, for such intended use without impairing service to existing consumers or future lessees;
- (2) All applicable fees and deposits for such service have been paid in full;
- (3) The applicant is not delinquent on other services in his or her name; and,
- (4) The applicant agrees to abide by the rules, regulations, and policies of the department relating to water service.

(b) Water service shall be restricted to the property for which the application is made.

(c) All water service supplied by the department shall be measured by means of meters furnished by the department and only the department is authorized to install water meters on department water systems.

(d) The department shall determine the final location and size of the service lateral. Service laterals shall be operated and maintained by the department.

(e) The department shall only be responsible for the operation and maintenance of water systems in its exclusive control, which may include contracted operations and maintenance services.

[Eff _____] (Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-5 Water pressure conditions and elevation agreement. (a) The department shall exercise due diligence and reasonable care to maintain adequate pressure in its water mains but accepts no responsibility to maintain such pressure.

(b) Where a premise is situated at such an elevation that it cannot be assured of a dependable supply or of adequate service from the department's distribution system, the consumer, in consideration of water service and connection to the department's system:

- (1) Shall agree to accept such service as the department is able to render from its existing facilities;
- (2) Shall agree to install, if necessary, and maintain at the consumer's expense a tank and pump, with an air gap between the consumer's supply pipe and the department's system, of suitable design and of sufficient capacity to furnish an adequate supply of water; and
- (3) Shall execute a written release in favor of the department for all claims due to any inadequacy in the department's system or inadequacy of water supply to the premise including but not limited to lack of fire department services in the event of a fire.

(c) When the pressure of the department's supply fluctuates or is higher than that for which individual fixtures are designed, the consumer shall protect such fixtures by installing and maintaining pressure reducing, or relief valves, or both. The department shall not be liable for damage due to pressure conditions or for damages caused by or arising from the failure of, or the defective condition of such pressure regulators or relief valves, or for damage that may occur through the installation, maintenance, or use of such equipment. [Eff]
(Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-6 Application for water service. (a) Each prospective consumer shall complete a standard application form for the water service desired. Prospective consumers shall assume responsibility for

the payment of future charges for service at the location identified on the application before water is turned on for any use. The department shall inform the applicant in writing that the application is complete and accepted or if the application is deficient, what specific information is necessary to complete the application. The department shall assign an account number when the application is complete. The person, entity, or organization executing the application form shall be liable for the payment of all charges for water service at the designated location including a meter charge with each billing cycle as provided in section 10-4.1-31 and 10-4.1-42.

(b) Charges for service shall begin when the service lateral and the consumer's water system are physically joined and water is made available to the consumer, and will continue until:

- (1) The consumer makes a written request to discontinue service;
- (2) A judicial order to discontinue service is issued; or
- (3) The department discontinues service for failure of the consumer to comply with the provisions of this subchapter.

(d) When an application for water service is made by a former consumer who was responsible for and failed to pay all bills for water service previously rendered, regardless of location or time incurred, the department may refuse to furnish service to the premises of the applicant until the outstanding bills are paid.

(e) A consumer taking possession of the premises and using water without having made application for the transfer of water service shall be held liable for the water delivered from the date of the last recorded meter reading. If application for transfer is not made, and accumulated bills for water service are not paid upon presentation, the water service may be discontinued ten business days after written notice is sent to the consumer. [Eff _____] (Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-7 Installation of water service. (a)

When an application for water service has been approved, water service shall be installed as approved. There shall be one meter for each service, unless the department, because of operating necessity, installs a combination meter, or two or more meters in parallel. All meters shall be tested for accuracy before installation. All meters shall be installed along the property boundary, unless, due to operating necessity or other extenuating situations, the department approves installation of the meter elsewhere.

(b) It is the consumer's responsibility and expense to install their supply pipe and water system, to connect such system to the department's service lateral, and to install an approved backflow prevention device on the consumer's system on the downstream side of the meter. The department may provide backflow prevention devices to lessees as a means to protect the public water system, however the cost of installation shall be paid by the consumer within thirty days of installation. The consumer's water system shall, at all times, remain the sole property of the consumer, who shall be responsible for its maintenance, repair, and replacement.

(c) A readily accessible shutoff valve controlling all outlets shall be installed by the department on the consumer's water service supply pipe at a location to be determined by the department. In addition, the department may install a shutoff valve before the meter for the use of employees of the department. If a replacement of the shutoff valve is necessary on the consumer's side of the service supply pipe, it shall be installed by the department and paid for by the consumer.

(d) The department may make the connection to the consumer's water service supply pipe once the consumer installs the supply pipe at the approved location.

(e) Only the department may connect or disconnect the water service to or from the department's main.

(f) When the proper size of service lateral for any premises has been determined and the department has made installation at the location specified by the consumer, the department has fulfilled its obligations insofar as the size of the service and the location thereof are concerned. If the consumer desires a change in size of the service lateral or a change in the location thereof, the consumer shall bear all costs of such change.

(g) Whenever a check valve or pressure reducing valve is installed on the consumer's cold water supply line between the meter and the hot water storage tank or heater, there shall be installed on the consumer's hot water distribution system a suitable pressure relief valve.

(h) Once installed, any costs associated with the repair or replacement of damaged or missing meters and services will be charged to the consumer. Such costs include but are not limited to gaskets, meter boxes, lid inserts, meters, pressure regulator valves, related labor, equipment, vehicles, and materials. This does not include replacement of meters that are operating outside of tolerances. [Eff]
(Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-8 Responsibility for equipment. (a) At the consumer's own risk and expense, the consumer shall furnish, install, and keep in good, safe, and operating condition all equipment that may be required for receiving, controlling, applying, and utilizing water. The department shall not be responsible for any loss or damage caused by the improper installation of such equipment, or the negligence, want of proper care, or wrongful act of the consumer.

(b) Water service may be discontinued to any consumer whose water system includes plumbing fixtures or water containers in any form, or of any use, which in the opinion of the department may contaminate the department's water supply or may endanger the public

water supply from a public health standpoint. Any such discontinuation of service shall continue until such dangerous fixtures or uses have been corrected, removed or discontinued, and the department is assured that the dangerous fixtures or uses will not be reinstalled or resumed.

(c) The department shall not be responsible for damage to property caused by spigots, faucets, valves, and other equipment that may be open when water is turned on at the meter either when turned on originally or when turned on after temporary shutdown.

(d) All service laterals are the property of the department and shall be operated and maintained by the department.

(e) All equipment belonging to the department and installed upon the consumer's premises for measurement, test, check, or any other purpose, shall continue to be the property of the department, and the department may access the consumer's premises without consent whenever necessary to inspect, maintain, repair, replace, or remove the equipment. The consumer shall exercise reasonable care to prevent damage to meters and other equipment of the department upon the premises and shall in no way interfere with the operation of the same.

(f) Any cost to repair damaged water mains, service laterals, valves, fire hydrants, or other property of the department shall be paid for by the party responsible for the damage. The consumer shall be liable for any damage to a meter or other equipment or property of contractors, licensees or permittees, on the consumer's premises, and the department shall be promptly reimbursed by the consumer for any such damage upon presentation of the bill thereof. In the event settlement for such damage is not made within thirty days, the department may discontinue water service to the premises according to 10-4.1-10.

(g) When a meter is found to have been damaged by hot water or steam emanating from the premises served, the consumer shall pay for all costs required to repair the meter. [Eff _____] (Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-9 Payment of bills and delinquency. (a)

All bills shall be due and payable within twenty-one days from the bill date. Payment shall be made at the office of the department or, at the department's option, to duly authorized collectors of the department. Any bill not paid within thirty days from the bill date, shall be considered delinquent and the water service shall be subject to shut-off. There shall be a service charge for payments made by check or electronic debit which have been dishonored for any reason. The service charge shall be as set in section 40-35.5, HRS. On accounts where payments have been dishonored more than four times in one calendar year, the department may require payment on the account to be made by cash, by certified or cashier's check or by money order, and may require a deposit equal to the highest amount billed in the last twelve months to be held.

(b) An account is delinquent when it is not paid in full within thirty days after the bill date. A late payment charge shall be assessed at an amount of one per cent for each month or fraction thereof against the delinquent balance. When a delinquent account remains unpaid twenty-one days after the second regular billing, water service for the account may be discontinued.

(c) The department may enter into a payment agreement with a consumer to facilitate the payment of delinquent water charges. The terms of a payment agreement between the department and a lessee-consumer may include alternative payment methods and shall not exceed the term of five years. Current charges shall continue to be paid when due. The agreement shall be signed by the department and the consumer, and breach of such an agreement by the consumer shall result in further collection efforts including disconnection.

(1) Alternative payment methods are goods that are grown, caught, or produced by the consumer and donated to the homestead community on island or services provided by

the consumer free of charge to the department. Goods shall be dropped off at the district office at a time determined by the district office supervisor for distribution among beneficiaries. Services shall be provided to the department as determined by the district office supervisor.

- (2) The value of the alternative payment methods rendered shall not exceed five per cent of the delinquent amount. All terms regarding alternative payment methods, including the goods or services or both to be donated, valuation, and dates and times of service or drop off shall be included in the payment agreement. [Eff _____] (Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-10 Discontinuation of service. (a) The department may refuse or discontinue water service for any of the following reasons:

- (1) Non-payment of bills or fees. If the consumer fails to pay any sums due, the department may discontinue service five business days after written notice is given to the consumer.
- (2) Noncompliance with rules and regulations. If the consumer fails to comply with any of the department's rules and regulations and noncompliance is not corrected within five business days after written notice is given to the consumer, the department may discontinue service.
- (3) Unauthorized use of water. Without notice, the department may refuse or discontinue water service to any premises or consumer to protect itself against fraud, abuse or unauthorized use of water. For unauthorized use of water, a surcharge may be assessed as provided in section 10-4.1-31 and 10-4.1-42.

- (4) Wasteful use of water. Where negligent or wasteful use of water exists on any premises and such conditions are not corrected within five business days after written notice is given to the consumer, the department may discontinue service.
- (5) Service detrimental to others. The department may refuse to furnish water and may discontinue the service to any premises where the demands of the consumer will result in inadequate service to others.

(b) Where discontinuation of water service for any of the above reasons is proposed, the department shall, prior to the proposed shut off, give the consumer written notice at least five business days before shut off. The notice shall specify the reasons for the proposed shut off as well as inform the consumer of the right to dispute the shut off by making appropriate request to the department at the address or phone number provided on the notice. The notice shall further inform the consumer that once water service has been discontinued, water service may be restored but only in accordance with section 10-4.1-11.

(c) If the consumer wishes to dispute the shut off, the consumer shall within five business days from the date of the notice of shut off, request a billing conference. Once requested, the billing conference shall be scheduled at the earliest reasonable opportunity for the consumer and in no case more than ten days from the request and the consumer shall be given the option of having the conference over the phone or in person with a district office supervisor from another district office that manages a department water system. If an in person conference is requested, the district office supervisor shall travel to meet with the consumer on the consumer's island. The district office supervisor conducting the billing conference shall not have previously been involved in the case, shall objectively review the basis for water shut off, shall be subject to all state ethics rules on conflicts of interest, and shall exercise impartial

judgment in deciding the merits of the consumer's request for reinstatement of water service.

- (1) At the billing conference, the consumer shall have the right to submit evidence, present and cross examine witnesses, and bring a representative to aid in presenting the case. The consumer shall have the right to see the department's records concerning the account and shall have the right to reasonable explanation for any matter concerning the proposed discontinuance of service. The district office supervisor conducting the billing conference shall be empowered to correct any errors in billing and to take whatever remedial action is necessary if the consumer presents evidence that would demonstrate by a preponderance of the evidence that the consumer is not responsible for conditions leading to the department's decision to shut off service other than non-payment of the water bill. The district office supervisor conducting the billing conference shall make a written decision within three ~~working~~ business days of the conference.
- (2) If the consumer is dissatisfied with the decision from the billing conference, the consumer shall have the right within five business days of receipt of the written decision to appeal the matter to the chairman or the chairman's designee. The amount due shall be paid into an escrow trust account after the billing conference with the district office supervisor and shall not be postponed pending the appeal. The chairman or the chairman's designee shall review the consumer's written appeal and the billing conference record and decision for compelling factual, legal, or procedural errors, or any combination

thereof, and render a final written decision affirming the district office supervisor's written decision or remanding the matter to the district office supervisor for further handling pursuant to the chairman's or the chairman's designee's written decision and direction on appeal. The decision of the chairman shall be final.

(d) A charge of \$150 shall be added to each account in which service is discontinued if the consumer or other party cuts the lock and turns the meter on without prior approval of the department. The meter shall be removed and the water service capped off. Water service shall not be reconnected until the consumer has paid the past due water charges, water disconnection charges, and the meter disconnection and reconnection charges.

(e) An account that remains disconnected or suspended because of delinquent payment shall continue to accrue monthly base rate service charges as well as late fees.

(f) A consumer about to vacate any premises supplied with water by the department shall give written notice of their intention to vacate, specifying the date service should be discontinued. If the consumer fails to give such notice, the consumer shall be responsible for all water service furnished to such premises until the department has received a notice of discontinuance. Before buildings with water service are demolished, the department shall be notified so the water service can be shut off.

(g) The department may remove a meter for non-use after one year of non-use. A consumer whose meter is removed for non-use forfeits all previous fees and reapplication shall be treated as a new service connection with applicable costs. [Eff]
 (Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-11 Restoration of water service. Water service shall not be resumed until all of the consumer's delinquent accounts, including all charges, fees, and reinstallation costs, including one hour of labor, and materials, transportation, and any other overhead costs for the meter reinstallation and reactivation, have been paid in full or the consumer has entered into and signed an approved payment plan. [Eff _____] (Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-12 Meter test and adjustment of bill.

(a) Any consumer who has a reasonable doubt of the accuracy of the meter serving his or her premises may request a test of the meter. The consumer may request to be notified as to the time of the test and may witness the test. No charge shall be made for meter tests unless such tests are requested more often than once every twelve months.

(b) If, as a result of the test, the meter is found to register more than five percent fast under conditions of normal operation, the department shall refund to the consumer the overcharge based on past consumption, for a period not exceeding six months, unless it can be proven that the error was due to some cause, the date of which can be fixed, then the overcharge shall be computed back to, but not beyond, such date.

(c) The consumer has sole control of the water delivered beyond the department's meter and the department is not responsible for the maintenance and repairs to pipes and fixtures beyond the meter.

(d) If the meter fails to register due to any cause except the non-use of water, an average bill may be rendered. Such average bill will be subject to equitable adjustment taking into account all factors before, during, and after the period of said bill. [Eff _____] (Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-13 Underground leak adjustment. (a) If a consumer experiences a leak within their water line, the consumer may request the department provide a leak adjustment for excessive bills provided a leak adjustment was not granted to the consumer within the twelve month period prior to the request and the leak was reported to the department and repaired within thirty days of detection. The adjustment shall be one-half of the excess consumption over a normal bill.

(b) No additional refunds shall be given.

(c) If there is not an existing valve on the consumer side of the meter, there shall be no credit processed on the account until a valve is installed.

(d) Department personnel shall be dispatched to inspect the consumer's meter to verify the leak has been repaired. [Eff _____] (Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-14 Water charge adjustment. Errors in billing or collection shall be corrected in a timely manner by the department. Resulting credits on accounts or refunds shall be made as expeditiously as possible. [Eff _____] (Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-15 Obstructed meter fine. (a) The department shall charge the consumer an obstructed meter fine of twenty-five dollars per billing period when access to the water meter is significantly obstructed by landscaping or other barriers and the meter cannot be read. This fine shall be applied only after the property owner has been notified, via a door hanger, that the obstruction exists and that the problem must be corrected by the time of the next meter reading.

(b) If the consumer fails to remove the obstruction, the department may remove the obstruction

and bill the consumer twenty-five dollars for the cost of remediation. [Eff _____] (Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-16 Tampering prohibited. (a) Any person found tampering with service laterals, water meters, the valve, or stopcock before the meter shall be guilty of a misdemeanor, pursuant to section 701-107(3), HRS, and shall be liable for all costs associated with any repair to the service lateral, water meter, valve, or stopcock.

(b) A late payment charge shall be assessed at the rate of one per cent for each month or fraction thereof against costs associated with repairs for tampering that go unpaid for thirty days following the date of billing. After sixty days, the delinquency shall be reported to the commission and the amount due turned over to collections. Further legal action may be taken with commission approval.

[Eff _____] (Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-17 Accessing the consumer's premises. Any properly identified officer or employee of the department shall have the right of ingress to and egress from the consumer's premises at any reasonable hour, and at any hour during an emergency, for any purpose reasonably connected to the protection of the public drinking water system and furnishing of water to said premises and the exercise of all rights secured to it by law or this subchapter. If the officer or employee is prevented from carrying out the duties, the department may shut off water service to said premises five business days after written notice

is given to the consumer. [Eff]
 (Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-18 Cross-connection control and backflow prevention. (a) No cross-connections shall be made without the written consent of the department.

(b) It is unlawful for any person to make, maintain, or cause temporarily or permanently, any cross-connection that has a potential for backflow between their plumbing pipes or water fixtures and the department's water system. Existing cross-connections between the department's water system and any auxiliary water supply shall be eliminated or protected by means of an approved backflow prevention assembly. Cross-connection control and backflow prevention requirements for facilities and premises shall be in accordance to this subchapter.

(c) The department may require installation of an approved backflow prevention assembly on the consumer's side of the meter at the consumer's expense before service will be provided. The department may provide for the installation of an approved backflow prevention assembly to homestead lots in the service area.

(d) If uninterrupted water service is necessary, an additional backflow prevention assembly may be installed in an approved manner to ensure continued water service whenever inspection, testing and repair procedures is being performed on any one of these assemblies.

(e) The backflow prevention assembly installed in accordance with these rules shall, unless otherwise approved by the department in writing, be located above ground and in a manner safe from flooding or submergence in water or other liquid, properly protected from external damage, freely accessible, and with adequate working room for inspections, testing, and repairing.

(f) All backflow prevention devices shall be tested at least once annually and as often as required

by the department where successive tests indicate repeated failure. Repairs, replacement of parts, or any other maintenance shall be made whenever deemed necessary by the department and at the expense of the consumer. The annual test shall be the responsibility of the consumer and shall be made in accordance with methods approved by the department. Upon request by the department, the consumer shall present an affidavit certifying that there are no cross-connections of the type prohibited under this rule on the premises or describing in detail all nonconforming connections or installations.

(g) Records of tests, repairs, parts, and inspections shall be made on forms prescribed by the department and furnished to the department. Failure of the consumer to properly test and submit the records may, at the option of the department, result in termination of service or the department making the tests, repairing and replacing any equipment, and charging the cost to the consumer.

(h) When a backflow prevention assembly fails in service, the consumer shall notify the department. Repairs are the responsibility of the consumer. A certified general tester shall perform the testing. Backflow prevention assembly test forms shall be completed and sent to the department for confirmation that the device has been properly repaired and functions as required. Inspection and approval by the department shall be conducted before the device is put back into operation.

(i) When the department encounters water uses that represent a clear and immediate hazard to the department's water supply that cannot be immediately abated, the department shall terminate water service at the premises immediately. Written notice shall be given to the consumer after water service termination.

(j) For other situations requiring backflow protection where there is not apparent and immediate hazard to the water supply, the department may terminate water service to a consumer's premises after proper notification has been sent.

(k) Conditions relative to the installation and maintenance of cross-connection control and backflow prevention referred to in this section shall be subject to change to meet changing requirements of federal, state, and county laws, ordinances, and rules. [Eff _____] (Auth: HHC Act §222)
(Imp: HHC Act §221)

§10-4.1-19 Interruption of water supply. (a) While the department shall exercise reasonable diligence and care to deliver an adequate supply of potable water under reasonable pressure, the department shall not be financially liable for any direct or consequential damages resulting from water supply interruption, shortage, insufficiency of supply, inadequate or excessive water pressure, leakage on the consumer's premises, or temporary colored and turbid water quality conditions caused by emergency repair of water mains. The department further disclaims all warranties, expressed or implied, and reserves the right to shut off water mains for repairs, extensions, or alterations, and to terminate water service as provided herein for conservation measures, during emergency conditions, and for other reasons deemed by the department to be necessary and proper without notice.

(b) The department may shut off water from the mains without notice for making repairs, extensions, alterations, or for other reason. Consumers depending upon a continuous supply of water shall provide for their own emergency water storage and any check valves or other devices necessary for the protection of plumbing or fixtures against failure of the pressure or supply of water in the department's mains. Repairs or improvements shall be completed as rapidly as practicable. [Eff _____] (Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-20 Meter disconnection or reconnection fees. (a) The department shall charge a fee equal to one hour of labor and overhead costs to those consumers requesting disconnection or reconnection of a water meter when not related to an account delinquency. The department shall apply such charges to the consumer's account.

(b) Upon request and payment of a turn off fee the department shall turn off the water at the meter during regular business hours. Upon request and payment of a turn on fee, the department shall turn on the water at the meter during regular business hours. [Eff] (Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-21 Change in service administration fee. (a) The department shall levy a charge when a change in service status requires administrative action or a special meter reading by department personnel.

(b) When a change in account status requires a special water meter reading by the department a fee equal to one hour of labor and costs shall be charged to the consumer. When a change in account status does not require a special water meter reading by the department the standard change of owner fee shall be charged to the consumer. [Eff] (Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-22 Department fire hydrants and fire protection. (a) Any use of a fire hydrant, fire protection reservoir, or the taking of water from one for purposes other than fire protection by persons other than authorized employees of the fire department or of the department is prohibited without a written permit from the department. The fire department shall have the prior right to use any hydrant at any time and shall have the authority to remove peremptorily, if necessary in case of emergency, any connection

approved by the department. The fire department shall notify the department when use of water during non-fire events, including training, is contemplated. Hydrant main line valves shall not be used to control flows. The fire department shall coordinate with the department during a fire emergency to prevent damage to the water system.

(b) The department may provide water to a governmental entity provided the governmental entity first submits a written hydrant permit application and agrees to all the terms and conditions contained therein including but not limited to notifying the department when any use of water is contemplated, paying a security deposit for a meter assembly and backflow prevention device and utilizing the meter assembly and backflow prevention device. Any failure of the permittee to properly utilize the meter assembly to record water taken through the fire hydrant shall constitute a violation of the hydrant permit and shall immediately terminate the hydrant permit and the permittee's right to draw water. Hydrant permits shall not be issued for a period longer than six months. Renewal shall be allowed on a case by case basis.

(c) Any damage to fire hydrants, and any consequent resulting loss or damage to property, or any injury to persons arising from or out of the damage to fire hydrants shall be paid for by the person or legal entity responsible for the damage. All repairs for any damage to fire hydrants shall be paid by the person or entity responsible for the damage.

(d) Any persons or entities, or both, found to have used, obstructed, or tampered with a department fire hydrant without the express written consent of department shall be assessed fees and charges including the estimated amount of the water taken, water discharged by the department to clear the mains, labor and materials, and administrative costs. Each invoice not paid within ten calendar days of date thereon will accrue a late charge equal to five per cent of the unpaid balance at the time it becomes

delinquent and an additional five per cent for each month delinquent thereafter.

(e) The department shall, if it approves the request for a change in location of a hydrant, change such location; provided, that all labor, material, equipment, and all other costs and charges are paid in advance by the consumer. [Eff _____]

(Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-23 Water spigots. (a) The department may provide water spigots connected to public water systems. The water spigot shall be labeled with the appropriate public water system number as issued by the department of health. Each water spigot, and water spigot area, shall be maintained by the department in a manner suitable for lessee access to potable water.

(b) Each spigot shall be metered and the commission shall set the maximum amount that may be drawn from each spigot during a single billing cycle.

(c) The department shall manage access to the spigot by reasonable means.

(d) The department may restrict spigot use during time of water restrictions.

(e) The department guarantees potable water only to the point of withdrawal from the public water system. [Eff _____] (Auth: HHC Act §222)

(Imp: HHC Act §221)

§10-4.1-24 Consumer's sale of water. Subject to civil or criminal prosecution or both, unless specifically agreed upon by the commission, the consumer shall not sell any water received or purchased from the department. [Eff _____]

(Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-25 Electrical grounding. (a)

Protective grounding of alternating current secondary distribution circuits made to the water system shall conform in all details with the national electrical code of the national board of fire underwriters and with the county building code where the water system is located.

(b) The department shall not be responsible for any damage or injury caused by any electrical grounding.

(c) No grounding of direct current to any portion of the water system shall be permitted.

(d) No grounding other than as provided in this section shall be made to any portion of the water system without the department's written approval.

(e) The department shall not be responsible for the maintaining of a continuous metallic water piping system and reserves the right, without liability to public utility electric companies, electric consumers, or any other agency, consumer, or individual, to create a physical break in its service laterals and mains, or to incorporate non-metallic pipes and appurtenances in its system and to make joints of any materials, without regard to their efficiency as conductors of electricity and without giving notice.

[Eff _____] (Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-26 Unscheduled meter replacement.

If a consumer requests a meter replacement prior to the scheduled routine replacement, the consumer will be billed for the service call plus the current cost of the meter. As is the case with all new meters, upon installation the meter becomes the property of the department. [Eff _____] (Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-27 Compensation. Employees of the department are strictly forbidden to demand or accept personal compensation for services rendered.
[Eff _____] (Auth: HHC Act §222) (Imp: HHC Act §221)

§§10-4.1-28 to 10-4.1-30 (Reserved)

SUBCHAPTER 2

HAWAIIAN HOME LANDS PUBLIC WATER SYSTEMS

§10-4.1-31 Water service rates. (a) The department shall conduct a cost of service study annually, based upon enterprise accounting, and a water service rates analysis at least every three years.

(b) Water service rates for each department owned public water system shall be established by the commission and attached to this chapter. Effective July 1, 2019, once each fiscal year the commission may adjust base water service charges by no more than ten per cent per thousand gallons of water delivered. Effective upon approval by the commission, water service rates are set as follows:

- (1) The table entitled, "Hoolehua Water System Service Rates Approved on April 17, 2018", dated April 17, 2018, attached as Exhibit "A" at the end of this chapter and made part of this chapter.
- (2) The table entitled, "Kawaihae Water System Service Rates Approved on May 14, 2018", dated May 14, 2018, attached as Exhibit "B" at the end of this chapter and made part of this chapter.
- (3) The table entitled, "Anahola Water System

Service Rates Approved on August 21, 2018", dated August 21, 2018, attached as Exhibit "C" at the end of this chapter and made part of this chapter. [Eff]
 (Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-32 Meter reading and rendering of bills.

(a) Meter readings and billings shall be on at least a bi-monthly basis, except for closing of accounts for special conditions with the approval of the department.

(b) Closing bills for a period shorter than the regular billing period shall be determined by the sum of the charges per water meter reading and prorating of the monthly service charge. If a meter cannot be read, an estimated bill shall be rendered following acceptable practices using the reading, where available, of the same time the previous year.

(c) Bills for metered water service shall be on a per meter basis. If the consumer has more than one metered installation on the premises, each meter shall be billed separately. [Eff] (Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-33 Conservation and emergency measures.

(a) Whenever, in the department's opinion, special conservation measures are advisable to forestall water shortage or an emergency, the department may restrict the use of water by any means or method of control. The department shall also have the right to limit the quantity of water taken from any of its facilities. In determining the priorities in restricting the use of water, the health and safety of the public shall be given first consideration over other uses.

(b) When the department's water supply usage exceeds the rate of resupply, the commission may declare a water shortage or emergency and further

restrict the use of water by any means or method of control.

(c) The department shall notify consumers of emergency conditions by written communication through mailing, electronic posting, or the newspaper, or combination thereof. [Eff _____] (Auth: HHC Act §222) (Imp: HHC Act §221)

§§10-4.1-34 to 10-4.1-40 (Reserved)

SUBCHAPTER 3

PUUKAPU NON-POTABLE WATER SYSTEM

§10-4.1-41 General conditions. (a) The water supplied by the Puukapu non-potable water system is intended to be used only for pastoral uses consistent with pastoral leases. Consumers may not use water for any other purpose except with the express written consent of the department. The department makes no guarantee, warranty, or representation, expressed or implied, as to the quality, quantity, flow rate, condition, or fitness of the water supplied for any use or purpose.

(b) The department shall deliver water to the lot of each consumer at the ground elevation and at the outlet site as the department may establish upon each consumer's land convenient with the operation of the department's irrigation system, and it shall be the responsibility of each consumer to provide for the distribution of water upon the consumer's lot by the consumer's own method. [Eff _____] (Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-42 Monthly maintenance fee. (a) The lease shall provide service conditions and for the assessment of the monthly maintenance fee set as follows: the table entitled, "Puukapu Maintenance Fee" Approved on May 19, 2014 and Extended on May 15, 2018", dated May 15, 2018, attached as Exhibit "D" at the end of this chapter and made part of this chapter. [Eff] (Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-43 Conservation measures and emergency conditions. (a) Whenever, in the department's opinion, special conservation measures are deemed necessary to forestall a water shortage and a consequent emergency, the department may restrict or ration the use of water by any method or means of control. Livestock watering consumers may be required to install an automatic water flow control device to prevent waste or continued overflow from livestock drinking troughs. Each device shall be approved by the department prior to installation and shall be tested periodically to determine its functionality.

(b) The department reserves the right in times of declared emergency to allow the use of water for emergency purposes. Charges for the water used shall be established by the commission based on the nature of the emergency and attendant circumstances.

(c) During periods of special conservation measures, the department shall develop notices and criteria for the manner in which water will be delivered, restricted, and allocated for the duration for the emergency. Violations of the restrictions or allocations may result in the discontinuance of service, additional water toll surcharges, or the removal of the water connection.

(d) Upon declaration of emergency conditions and implementation of mandatory conservation measures (i.e., ten per cent, twenty per cent, or thirty per cent cutbacks), consumers exceeding the level of

mandatory cutback shall be assessed a surcharge as established by the commission. [Eff]
(Auth: HHC Act §222) (Imp: HHC Act §221)

§10-4.1-44 Unauthorized drawing of water. (a)

No person or entity shall be permitted to draw water from any part of the system without the written consent of the department. No approval shall be granted in cases where, in the opinion of the department, the drawing of water may adversely affect the water service extended by the department to lessees.

(b) Approvals given by the department under this section are subject to revocation upon thirty days written notice." [Eff] (Auth: HHC Act §222) (Imp: HHC Act §221)

2. The adoption of chapter 10-4.1, Hawaii Administrative Rules, shall take effect ten days after filing with the Office of the Lieutenant Governor.

I certify that the foregoing are copies of the rules drafter in the Ramseyer format pursuant to the requirements of section 91-4.1, Hawaii Revised Statutes, which were adopted on [] and filed with the Office of the Lieutenant Governor.

WILLIAM J. AILA, JR., Chairman
Hawaiian Homes Commission

APPROVED AS TO FORM:

Deputy Attorney General

HOOLEHUA WATER SYSTEM SERVICE RATES
 APPROVED ON APRIL 17, 2018

Lessee Service Rates:

Lessee water service delivery (usage) tiers:

	Gallons Bi-Monthly
Tier 1	0 - 10,000
Tier 2	10,001 - 25,000
Tier 3	Over 25,000

Residential lessee meter service (base) fees:

Meter size (inches) Bi-Monthly	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28
5/8"	\$6.21	\$6.82	\$7.43	\$8.04	\$8.65	\$9.26	\$9.87	\$10.48	\$11.09	\$11.70
3/4"	\$7.76	\$8.53	\$9.29	\$10.05	\$10.82	\$11.58	\$12.34	\$13.10	\$13.87	\$14.63
1"	\$12.75	\$14.01	\$15.26	\$16.51	\$17.77	\$19.02	\$20.27	\$21.53	\$22.78	\$24.04
1 1/2"	\$24.40	\$26.80	\$29.19	\$31.59	\$33.99	\$36.39	\$38.79	\$41.18	\$43.58	\$45.98
2"	\$33.27	\$36.54	\$39.81	\$43.08	\$46.35	\$49.62	\$52.89	\$56.16	\$59.43	\$62.70
3"	\$66.54	\$73.08	\$79.62	\$86.16	\$92.70	\$99.24	\$105.78	\$112.32	\$118.86	\$125.40
4"	\$121.99	\$133.98	\$145.97	\$157.96	\$169.95	\$181.94	\$193.93	\$205.92	\$217.91	\$229.90
6"	\$216.26	\$237.51	\$258.77	\$280.02	\$301.28	\$322.53	\$343.79	\$365.04	\$386.30	\$407.55
8"	\$332.70	\$365.40	\$398.10	\$430.80	\$463.50	\$496.20	\$528.90	\$561.60	\$594.30	\$627.00

Residential lessee water service delivery (usage) fees:

Per 1,000 gallons	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28
Tier 1	\$1.53	\$1.65	\$1.76	\$1.87	\$1.99	\$2.10	\$2.22	\$2.33	\$2.44	\$2.56
Tier 2	\$2.06	\$2.22	\$2.37	\$2.52	\$2.67	\$2.83	\$2.98	\$3.13	\$3.29	\$3.44
Tier 3	\$2.43	\$2.61	\$2.79	\$2.97	\$3.15	\$3.33	\$3.51	\$3.69	\$3.87	\$4.05

(CONTINUED)

Agriculture lessee meter service (base) fees:

Meter size (inches) Bi-Monthly	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28
5/8"	\$6.21	\$6.82	\$7.43	\$8.04	\$8.65	\$9.26	\$9.87	\$10.48	\$11.09	\$11.70
3/4"	\$7.76	\$8.53	\$9.29	\$10.05	\$10.82	\$11.58	\$12.34	\$13.10	\$13.87	\$14.63
1"	\$12.75	\$14.01	\$15.26	\$16.51	\$17.77	\$19.02	\$20.27	\$21.53	\$22.78	\$24.04
1 1/2"	\$24.40	\$26.80	\$29.19	\$31.59	\$33.99	\$36.39	\$38.79	\$41.18	\$43.58	\$45.98
2"	\$33.27	\$36.54	\$39.81	\$43.08	\$46.35	\$49.62	\$52.89	\$56.16	\$59.43	\$62.70
3"	\$66.54	\$73.08	\$79.62	\$86.16	\$92.70	\$99.24	\$105.78	\$112.32	\$118.86	\$125.40
4"	\$121.99	\$133.98	\$145.97	\$157.96	\$169.95	\$181.94	\$193.93	\$205.92	\$217.91	\$229.90
6"	\$216.26	\$237.51	\$258.77	\$280.02	\$301.28	\$322.53	\$343.79	\$365.04	\$386.30	\$407.55
8"	\$332.70	\$365.40	\$398.10	\$430.80	\$463.50	\$496.20	\$528.90	\$561.60	\$594.30	\$627.00

Agriculture lessee water service delivery (usage) fees:

Per 1,000 gallons	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28
Tier 1	\$1.53	\$1.65	\$1.76	\$1.87	\$1.99	\$2.10	\$2.22	\$2.33	\$2.44	\$2.56
Tier 2	\$2.06	\$2.22	\$2.37	\$2.52	\$2.67	\$2.83	\$2.98	\$3.13	\$3.29	\$3.44
Tier 3	\$0.82	\$0.88	\$0.94	\$1.00	\$1.06	\$1.12	\$1.19	\$1.25	\$1.31	\$1.37

(CONTINUED)

Non-Beneficiary Service Rates:

Non-Beneficiary water service delivery (usage) tiers:

	Gallons Bi-Monthly
Tier 1	0 – 10,000
Tier 2	10,001 – 30,000
Tier 3	Over 30,000

Non-Beneficiary commercial / non-agriculture meter service
 (base) fees:

Meter size (inches) Bi-Monthly	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28
5/8"	\$40.35	\$50.70	\$61.05	\$71.40	\$81.75	\$92.10	\$102.45	\$112.80	\$123.15	\$133.50
3/4"	\$59.18	\$74.36	\$89.54	\$104.72	\$119.90	\$135.08	\$150.26	\$165.44	\$180.62	\$195.80
1"	\$94.15	\$118.30	\$142.45	\$166.60	\$190.75	\$214.90	\$239.05	\$263.20	\$287.35	\$311.50
1 1/2"	\$182.92	\$229.84	\$276.76	\$323.68	\$370.60	\$417.52	\$464.44	\$511.36	\$558.28	\$605.20
2"	\$282.45	\$354.90	\$427.35	\$499.80	\$572.25	\$644.70	\$717.15	\$789.60	\$862.05	\$934.50
3"	\$524.55	\$659.10	\$793.65	\$928.20	\$1,062.75	\$1,197.30	\$1,331.85	\$1,466.40	\$1,600.95	\$1,735.50
4"	\$860.80	\$1,081.60	\$1,302.40	\$1,523.20	\$1,744.00	\$1,964.80	\$2,185.60	\$2,406.40	\$2,627.20	\$2,848.00
6"	\$1,708.15	\$2,146.30	\$2,584.45	\$3,022.60	\$3,460.75	\$3,898.90	\$4,337.05	\$4,775.20	\$5,213.35	\$5,651.50
8"	\$2,690.00	\$3,380.00	\$4,070.00	\$4,760.00	\$5,450.00	\$6,140.00	\$6,830.00	\$7,520.00	\$8,210.00	\$8,900.00

Non-Beneficiary commercial / non-agriculture water service
 delivery (usage) fees:

Per 1,000 gallons	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28
Tier 1	\$2.21	\$2.63	\$3.04	\$3.46	\$3.87	\$4.28	\$4.70	\$5.11	\$5.53	\$5.94
Tier 2	\$4.12	\$4.89	\$5.66	\$6.43	\$7.20	\$7.97	\$8.74	\$9.51	\$10.28	\$11.06
Tier 3	\$6.09	\$7.23	\$8.37	\$9.50	\$10.64	\$11.78	\$12.92	\$14.06	\$15.20	\$16.34

(CONTINUED)

Exhibit "A"
 April 17, 2018

Non-Beneficiary commercial / agriculture meter service (base) fees:

Meter size (inches) Bi-Monthly	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28
5/8"	\$40.35	\$50.70	\$61.05	\$71.40	\$81.75	\$92.10	\$102.45	\$112.80	\$123.15	\$133.50
3/4"	\$59.18	\$74.36	\$89.54	\$104.72	\$119.90	\$135.08	\$150.26	\$165.44	\$180.62	\$195.80
1"	\$94.15	\$118.30	\$142.45	\$166.60	\$190.75	\$214.90	\$239.05	\$263.20	\$287.35	\$311.50
1 1/2"	\$182.92	\$229.84	\$276.76	\$323.68	\$370.60	\$417.52	\$464.44	\$511.36	\$558.28	\$605.20
2"	\$282.45	\$354.90	\$427.35	\$499.80	\$572.25	\$644.70	\$717.15	\$789.60	\$862.05	\$934.50
3"	\$524.55	\$659.10	\$793.65	\$928.20	\$1,062.75	\$1,197.30	\$1,331.85	\$1,466.40	\$1,600.95	\$1,735.50
4"	\$860.80	\$1,081.60	\$1,302.40	\$1,523.20	\$1,744.00	\$1,964.80	\$2,185.60	\$2,406.40	\$2,627.20	\$2,848.00
6"	\$1,708.15	\$2,146.30	\$2,584.45	\$3,022.60	\$3,460.75	\$3,898.90	\$4,337.05	\$4,775.20	\$5,213.35	\$5,651.50
8"	\$2,690.00	\$3,380.00	\$4,070.00	\$4,760.00	\$5,450.00	\$6,140.00	\$6,830.00	\$7,520.00	\$8,210.00	\$8,900.00

Non-Beneficiary commercial / agriculture water service delivery (usage) fees:

Per 1,000 gallons	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28
Tier 1	\$2.21	\$2.63	\$3.04	\$3.46	\$3.87	\$4.28	\$4.70	\$5.11	\$5.53	\$5.94
Tier 2	\$4.12	\$4.89	\$5.66	\$6.43	\$7.20	\$7.97	\$8.74	\$9.51	\$10.28	\$11.06
Tier 3	\$6.09	\$7.23	\$8.37	\$9.50	\$10.64	\$11.78	\$12.92	\$14.06	\$15.20	\$16.34

(END Exhibit "A")

KAWAIHAE WATER SYSTEM SERVICE RATES
 APPROVED ON MAY 15, 2018

Residential Lessee Service Rates:

Residential lessee meter service (base) fees:

Meter size (inches) Bi-Monthly	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28
5/8"	\$49.07	\$63.37	\$77.70	\$92.06	\$106.46	\$120.90	\$135.37	\$149.88	\$164.42	\$179.01

Residential lessee service delivery (usage) tiers:

	Gallons Bi-Monthly
Tier 1	0 - 10,000
Tier 2	10,001 - 30,000
Tier 3	30,001 - 80,000
Tier 4	Over 80,000

Residential lessee service delivery (usage) fees:

Per 1,000 gallons	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28
Tier 1	\$3.67	\$4.73	\$5.81	\$6.88	\$7.95	\$9.03	\$10.11	\$11.20	\$12.28	\$13.37
Tier 2	\$4.92	\$6.35	\$7.79	\$9.23	\$10.68	\$12.12	\$13.58	\$15.03	\$16.49	\$17.95
Tier 3	\$6.89	\$8.90	\$10.92	\$12.94	\$14.96	\$16.99	\$19.02	\$21.06	\$23.10	\$25.15
Tier 4	\$8.30	\$10.73	\$13.15	\$15.58	\$18.02	\$20.46	\$22.91	\$25.37	\$27.83	\$30.30

(CONTINUED)

Exhibit "B"
 May 15, 2018

Kailapa Community Association Service Rates:

Kailapa Community Association meter service (base) fees:

Meter size (inches) Bi-Monthly	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28
5/8"	\$49.07	\$63.37	\$77.70	\$92.06	\$106.46	\$120.90	\$135.37	\$149.88	\$164.42	\$179.01

Kailapa Community Association water service delivery (usage)
 tier:

	Gallons Bi-Monthly
Tier 1	9,999,999

Kailapa Community Association water service delivery (usage)
 fees:

Per 1,000 gallons	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28
Tier 1	\$11.41	\$14.73	\$18.06	\$21.40	\$24.75	\$28.11	\$31.47	\$34.84	\$38.22	\$41.61

(END Exhibit "B")

ANAHOLA WATER SYSTEM SERVICE RATES
APPROVED ON AUGUST 21, 2018

Residential Lessee Service Rates:

Residential lessee meter service (base) fees:

Meter size (inches)	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29
5/8"	\$28.08	\$32.16	\$36.24	\$40.32	\$44.40	\$48.48	\$52.56	\$56.64	\$60.72	\$64.80
3/4"	\$37.44	\$42.88	\$48.32	\$53.76	\$59.20	\$64.64	\$70.08	\$75.52	\$80.96	\$86.40
1"	\$58.50	\$67.00	\$75.50	\$84.00	\$92.50	\$101.00	\$109.50	\$118.00	\$126.50	\$135.00
1 1/2"	\$105.30	\$120.60	\$135.90	\$151.20	\$166.50	\$181.80	\$197.10	\$212.40	\$227.70	\$243.00
2"	\$175.50	\$201.00	\$226.50	\$252.00	\$277.50	\$303.00	\$328.50	\$354.00	\$379.50	\$405.00
4"	\$514.80	\$589.60	\$664.40	\$739.20	\$814.00	\$888.80	\$963.60	\$1,038.40	\$1,113.20	\$1,188.00

Residential lessee water service delivery (usage) tiers:

METER SIZE	TIER 1	TIER 2	TIER 3
	Gallons Bi-monthly	Gallons Bi-monthly	Gallons Bi-monthly
5/8"	0 – 20,000	20,001 – 40,000	> 40,000
3/4"	0 – 70,000	70,001 – 140,000	> 140,000
1"	0 – 200,000	200,001 – 400,000	> 400,000
1 1/2"	0 – 600,000	600,001 – 1,200,000	> 1,200,000
2"	0 – 1,200,000	1,200,001 – 2,400,000	> 2,400,000
4"	0 – 6,000,000	6,000,001 – 12,000,000	> 12,000,000

Residential lessee water service delivery (usage) fees:

Per 1,000 gallons	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29
Tier 1	\$3.23	\$3.70	\$4.17	\$4.64	\$5.11	\$5.58	\$6.04	\$6.51	\$6.98	\$7.45
Tier 2	\$3.74	\$4.29	\$4.83	\$5.38	\$5.92	\$6.46	\$7.01	\$7.55	\$8.10	\$8.64
Tier 3	\$5.27	\$6.03	\$6.80	\$7.56	\$8.33	\$9.09	\$9.86	\$10.62	\$11.39	\$12.15

(CONTINUED)

Agricultural Lessee Service Rates:

Agricultural lessee meter service (base) fees:

Meter size (inches)	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29
5/8"	\$28.08	\$32.16	\$36.24	\$40.32	\$44.40	\$48.48	\$52.56	\$56.64	\$60.72	\$64.80
3/4"	\$37.44	\$42.88	\$48.32	\$53.76	\$59.20	\$64.64	\$70.08	\$75.52	\$80.96	\$86.40
1"	\$58.50	\$67.00	\$75.50	\$84.00	\$92.50	\$101.00	\$109.50	\$118.00	\$126.50	\$135.00
1 1/2"	\$105.30	\$120.60	\$135.90	\$151.20	\$166.50	\$181.80	\$197.10	\$212.40	\$227.70	\$243.00
2"	\$175.50	\$201.00	\$226.50	\$252.00	\$277.50	\$303.00	\$328.50	\$354.00	\$379.50	\$405.00
4"	\$514.80	\$589.60	\$664.40	\$739.20	\$814.00	\$888.80	\$963.60	\$1,038.40	\$1,113.20	\$1,188.00

Agricultural lessee water service delivery (usage) tiers:

METER SIZE	# of structures	TIER 1	TIER 2
		Gallons Bi-monthly	Gallons Bi-monthly
5/8"	N/A	0 – 25,000	> 25,000
3/4"	1	0 – 25,000	> 25,000
3/4"	2	0 – 50,000	> 50,000
1 1/2"	1	0 – 25,000	> 25,000
1 1/2"	2	0 – 50,000	> 50,000
2"	1	0 – 25,000	> 25,000
2"	2	0 – 50,000	> 50,000

Agricultural lessee water service delivery (usage) fees:

Per 1,000 gallons	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29
Tier 1	\$3.23	\$3.70	\$4.17	\$4.64	\$5.11	\$5.58	\$6.04	\$6.51	\$6.98	\$7.45
Tier 2	\$0.82	\$0.94	\$1.06	\$1.18	\$1.30	\$1.41	\$1.53	\$1.65	\$1.77	\$1.89

(END Exhibit "C")

PUUKAPU MAINTENANCE FEE
APPROVED ON MAY 19, 2014 AND EXTENDED ON MAY 15, 2018

COST COMPONENT	RATE PER MONTH
• Standby Charge: 4-Inch Master Meter \$255.00 per month. \$255.00/184 lots = \$1.39 per lot	\$ 1.39
• Flat Rate Water Charge	\$ 18.00
• Electricity Charge (\$1,692/40 users)	\$ 42.30
• Operations and Maintenance (10,761/184 users)	\$ 58.48
• Potable Water via Spigot (600 gpd/40 users)	\$ 2.24
TOTAL	\$122.41

One-time equipment and installation costs:

EQUIPMENT/INSTALLATION	COST
5/8" Meter	\$114.00
Backflow Preventer	\$675.00
TOTAL	\$789.00

(END Exhibit "D")

Lindsey, Hokulei

From: Edward Halealoha Ayau <[REDACTED]>
Sent: Saturday, November 21, 2020 5:57 AM
To: DHHL.AdminRules
Subject: [EXTERNAL] Testimony in Support of the Promulgation of Proposed, HAR Chapter 10-4.1 Management of Water Systems

Aloha nui,

I write to unequivocally support the adoption of the proposed Chapter 10-4.1, under Hawaii Administrative Rules (HAR) Title 10, Department of Hawaiian Home Lands, entitled "Management of Water Systems." These rules will improve the effective and efficient operations of all four DHHL water systems by providing the DHHL with the requisite authority it needs to manage a system including enforcement authority when a water customer fails to pay their water bill. These rules lay out a uniform process to manage systems in support of DHHL water managers. I completely support their promulgation.

Ola nā iwi,

E Halealoha Ayau
[REDACTED]

*We carry in our hearts the true country
And that cannot be stolen
We follow in the steps of our ancestry
And that cannot be broken
--- The Dead Heart by Midnight Oil (1986)*

Lindsey, Hokulei

From: Kailapa Board <[REDACTED]>
Sent: Thursday, December 3, 2020 5:44 PM
To: DHHL.AdminRules
Cc: Kailapa Board; Keala Drummondo; Pualani Lincoln Maielua; Liana Aveiro; Cindy Sharp; Gail Noeau; Amoo Kainoa; Tani Waipa
Subject: [EXTERNAL] Proposed Administrative Rule Changes, Water Management System

To: William Aila, David Ka'apu, DHHL Directors and Staff & All Others Concerned

RE: Proposed Administrative Changes to Rules Pertaining to the Water Management System for Kailapa, Hawai'i

Mahalo for taking the time to read this email and for taking the time to seriously consider the comments and concerns the Kailapa community has with regard to the proposed changes. Keeping in mind that DHHL should have, first and foremost, the concern and well being of its beneficiaries in mind we'd like to ask that the department address the following issues:

- Under proposed rule §10-4.1-31(b), water rates can be increased by no more than 10% per thousand gallons once each year. This seems to be much higher than other County water suppliers especially given the fact that DHHL currently possess riparian rights to much of the water that trickles down to our community. Here are some comparisons:
 - Oahu's Board of Water Supply's (BWS) the rate schedule demonstrates a 3-8% raise.
 - **Hawaii county increased its rates at most by about 4%.**
- In terms of it's processes these proposed rule change do not provide a set out process or any parameters to help guide the Department or the Commission in determining how water rates are to be evaluated and raised.
 - §10-4.1-31(b) simply states that water rates will be established by the HHC. The process as outlined by §10-4.1-31(a) states that DHHL will conduct a cost-of-service study each year, based on enterprise accounting and a water service rates analysis every three years.
 - In contrast, according to Oahu's BWS, when increasing rates
 - The BWS Board of Directors conducted an extensive analysis of proposed rate changes, including holding a rates workshop in January 2018, receiving monthly updates from the BWS staff on the rates setting process, and holding five public hearings throughout the island for public input. Public input was given full consideration during the Board's deliberations prior to their approval of the rates.
- The water delivery base fee from Hawai'i County, as of July 2019, was \$20.20 per thousand gallons.
- The water delivery base fee for Kawaiahe during the Fiscal Year 2019 was \$49.07, a \$29.87 difference.
- In 2019, Hawaii County water customers paid a rate of \$0.92 - \$2.01/1,000 gallons
- Kawaiahe beneficiaries paid a rate of \$3.67/1,000 gallons - almost double the cost of average Hawaii County water customers.

At some point the Department must address the disparity between the rates its beneficiaries pay and the rate the average Hawai'i County water customer pays and provide solutions that bring parity to beneficiaries rather than penalization for being a beneficiary.

We look forward to your response and hope that the concerns we've delineated above will be addressed to both the Department's as well as the beneficiaries satisfaction in as timely a manner as possible.

Sincerely,
The Kailapa Community Association Executive Board
(members names and email addresses listed above)

Marion A Kapuniai

December 3, 2020

Department of Hawaiian Home Lands
P. O. Box 1879
Honolulu, Hawaii 96805

SUBJECT: TESTIMONY for Chapter 10-4.1 Hawaii Administrative Rules

MANAGEMENT OF WATER SYSTEMS

- A. **Communication:** Your offices have all the contact information for each Consumer – Emergency and other system matters
1. **Phone AND**
 2. **Written Notice: ALL WRITTEN NOTICES SHALL BE SENT VIA CERTIFIED MAIL WITH A RETURN RECEIPT REQUEST TO BE SIGNED BY THE ADDRESSEE, which will be returned by the Post Office.**

PURPOSE???? To prove that contact has been made and the intended consumer has received the notice.

ONLY DIRECT COMMUNICATION IS ACCEPTABLE!

3. The number of days for resolve/cure **will start the day after** the addressee receives and signs for the notice.
4. **Number of days for resolve will be 10 days, not 5 days** as is mentioned here and there throughout this document.

Please correct all subchapters and subsection s (1) + (a +).

This document is filled with **OPPORTUNITIES FOR NOTICES. ALL REFERENCES TO “NOTICE” SHALL BE CHANGED TO THE PROCESS NOTED.** I would be happy to list them, or verify your changes.

**10-4.1-33 (c) The only written notification shall be as aforementioned- DIRECT WITH CONSUMER!
NO ELECTRONIC POSTING, NO NEWSPAPER**

B. ACCESS TO CONSUMERS' PROPERTY SHALL ONLY HAPPEN UPON PROPER NOTICE, AND IF REQUESTED BY THE CONSUMER, ACCOMPANIED BY THE CONSUMER. NO ONE SHALL HAVE THE "RIGHT OF INGRESS TO, AND EGRESS FROM, THE CONSUMER'S PREMISES.

UPON EMERGENCY, CALL THE CONSUMER AND TOGETHER RESOLVE THE ISSUE.

The only big emergency which could happen is, someone sees a fountain or Geiser which needs immediate attention. Call the consumer, Identify the Problem and Location, Discuss, and Resolve. SIMPLE! We live it! We Do!

THIS DOCUMENT SHALL NOT VIOLATE ANYONE'S CONSTITUTIONAL RIGHT.

Please correct all related sections & subsections.

I would, again, be very happy to assist you in verifying the necessary changes.

Respectfully submitted,

**Marion MK A Kapuniai
Consumer at Puukapu**

P. S. No time to list every subsection and paragraph – Can do at a later date

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 16, 2021

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Paula Aila, Acting Administrator, Contact & Awards Division



FROM: Michelle Hitzeman, HALE Manager

SUBJECT: Approval of Lease Award

RECOMMENDED MOTION/ACTION

Approve the awards of Department of Hawaiian Home Lands Residence Lot Leases to the applicants listed below for ninety-nine (99) years, subject to the purchase of the existing improvements on the lot by way of a loan or cash.

DISCUSSION

Lanai Residential Vacant Lots, Lanai, Hawaii

<u>NAME</u>	<u>APPL DATE</u>	<u>LOT NO</u>	<u>TAX MAP KEY</u>	<u>LEASE NO</u>
Samuel K. Kahahanui III	05/31/2006	1186	(2)-4-9-024:016	12887

Kauluokahai Increment B Residential Turnkey Lots, Kapolei, Oahu

<u>NAME</u>	<u>APPL DATE</u>	<u>LOT NO</u>	<u>TAX MAP KEY</u>	<u>LEASE NO</u>
Melody K. Danielson	01/29/1962	110	(1)-9-1-017-110	12929
Dariess H.W. Ah Sui	11/08/1982	155	(1)-9-1-017-110	12928
Edward H. Kama, Jr.	07/31/1984	156	(1)-9-1-017 110	12927
Paulette Lane	10/28/1971	108	(1)-9-1-017-110	12930
William L. Mokiao III	11/26/1973	107	(1)-9-1-017-110	12931
Elizabeth K. Lorenzo	09/07/1983	157	(1)-9-1-017-110	12926
Mitchell K. Keawe	03/30/1983	158	(1)-9-1-017-110	12925
Florence Kealoha	04/10/1972	106	(1)-9-1-017-110	12932
John T.K. Kahaloa	05/21/1979	159	(1)-9-1-017-110	12924
Melissa-Ann Gora	09/04/1981	160	(1)-9-1-017-110	12923
Leonard Aiona	09/01/1978	92	(1)-9-1-017-110	12935

Stanette H.F. Vares	03/27/1986	63	(1)-9-1-017-110	12936
Rebecca K. Kolo	09/01/1982	62	(1)-9-1-017-110	12937
Henry K. Pali, Jr.	11/30/1976	61	(1)-9-1-017-110	12938
SelmaJean L. Amaral	02/13/1986	94	(1)-9-1-017-110	12934
Cecilia Silva	10/18/1978	95	(1)-9-1-017-110	12933
Henry K. Kam	02/02/1973	96	(1)-9-1-017-110	12945
Ronald Camara	06/03/1980	60	(1)-9-1-017-110	12939
Pat M. Kaialau	08/02/1985	59	(1)-9-1-017-110	12940
Allan Kila, Jr	05/22/1986	97	(1)-9-1-017-110	12944
Arick D. Valdez	08/24/1984	58	(1)-9-1-017-110	12941
Annette L. Tupua	03/11/1985	98	(1)-9-1-017-110	12943
Charmaine L. De Lima	10/17/1962	57	(1)-9-1-017-110	12942
Victor P.K. Defries	01/10/1978	100	(1)-9-1-017-110	12953
Samuel A. Tong	08/06/1979	101	(1)-9-1-017-110	12952
Ryan E.K. Costa-Carvalho	04/10/1969	102	(1)-9-1-017-110	12951
Nettie Arias	03/01/1978	54	(1)-9-1-017-110	12946
Debrah-Mae H. Nawahine	09/23/1976	52	(1)-9-1-017-110	12948
Rollin K. Wong	04/22/1985	103	(1)-9-1-017-110	12950
Lauralyn L. Wright	01/18/1985	53	(1)-9-1-017-110	12947
Sandra S. Ebalaroza	04/23/1964	104	(1)-9-1-017-110	12949
Marvielena E. Holt	04/29/1986	9	(1)-9-1-017-110	12954

With the execution of the foregoing lease, one (1) single family vacant lot award has been completed.

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 16-17, 2021

To: Chairman and Members, Hawaiian Homes Commission
From: Tyler Iokepa Gomes, Deputy to the Chairman
Subject: ITEM C-4 FOR INFORMATION ONLY – Budget Amendment to Cover Implementation of Memorandum of Agreement with Amerind Critical Infrastructure Related to Tribal Broadband Connectivity Program and 2.5 GHz Licenses

Recommended Action

For information only. Decision making to follow on February 17, 2021.

Discussion

The purpose of this informational submittal is to inform the Hawaiian Homes Commission (“HHC”) about the status of the Department’s Memorandum of Agreement with Amerind Critical Infrastructure and to provide an update on the status of federal grants for broadband.

Tribal Broadband Connectivity Program

On December 21, 2020, Congress announced by way of the Consolidated Appropriations Act of 2021 a \$900 billion stimulus package, which allocated at least \$30 million to the Department of Hawaiian Home Lands for broadband deployment and infrastructure, telehealth, broadband mapping and affordability, distance learning, and digital inclusion in Native Hawaiian communities.

On February 8, the National Telecommunications and Information Administration (“NTIA”), the responsible agency with the United State Department of Commerce, announced that the program, officially known as the Tribal Broadband Connectivity Program (“TBCP”), is aimed to support communities impacted by the COVID-19 pandemic by helping improve access to broadband.

Specifically, the NTIA Tribal broadband program will provide funding for the following:

- Broadband infrastructure deployment, including support for the establishment of carrier-neutral submarine cable landing stations
- Affordable broadband programs, including:
 1. providing free or reduced-cost broadband service
 2. preventing disconnection of existing broadband service

3. distance learning
4. telehealth
5. digital inclusion efforts
6. broadband adoption activities

The Department of Hawaiian Home Lands is eligible to apply for grant funds on behalf of the Native Hawaiian community, as defined by NAHASDA, and including Native Hawaiian education programs, with a minimum of \$30 million allocated to the Department.

NTIA held a series of consultation sessions during the week of February 8 to gain tribal input.

Memorandum of Agreement with Amerind Critical Infrastructure

On January 29, 2021, the Department executed a Memorandum of Agreement (“MOA”) with Amerind Critical Infrastructure (“ACI”) to provide critical planning and management services in the deployment of the \$30 million in Federal grant monies. The MOA is attached as “Exhibit A”. In consultation with the Department of the Attorney General, ACI’s status as a Section 17 Corporation, and thereby a government entity under the Indian Reorganization Act, made a memorandum of agreement the most suitable vehicle for this project.

The Department will be required to encumber the funds by the end of the year; thus, a quick turnaround and a highly knowledgeable partner is critical in the execution of this project. Based on ACI staff’s prior experience working at the Federal Communications Commission, their experience both with the Department of Hawaiian Home Lands and with the State of Hawai‘i, and their extensive background as a tribal entity tasked with bringing broadband to tribal communities, the Department felt this partnership would best suit the limited timeline. ACI’s expertise and past deployment of similar projects for tribal communities is attached as “Exhibit B”.

The MOA’s scope of work may evolve as a result of continued guidance from NTIA about the approved uses of the federal funds; however, the current scope of work is included in Exhibit A.

The Department expects the rapid deployment of services to the community to be the primary focus of the expenditures for this Congressional allocation. If the opportunity to provide input for future allocations in additional stimulus packages arises, the Department’s planning and technical inventory efforts will guide the Department in requests for future funds. The Department thinks that the budgetary costs for this agreement are reimbursable from the federal grant, but in an abundance of caution, is awaiting guidance from NTIA.

The staff is bringing forward a separate item to seek a budget amendment to provide for the services outlined in the proposed scope of work.

Recommendation

For information only.

Exhibit A



Memorandum of Agreement

*For broadband infrastructure planning, design, and deployment services to be provided to the
Department of Hawaiian Home Lands*

by

*AMERIND Critical Infrastructure, a Division of AMERIND,
a Federally Chartered Tribal Nation Corporation*

WHEREAS, in December 1919, Prince Jonah Kuhio Kalanianaʻole, ever concerned about his beloved people and endeavoring to address their poor living conditions, introduced the Hawaiian Homes Commission Act of 1920 to the United States Congress for the betterment of his beloved Hawaiian people, and it was signed on July 9, 1921 by U.S. President Warren G. Harding and became fully operative on September 16, 1921; and,

WHEREAS, the Department of Hawaiian Home Lands (DHHL), a department of the government of the State of Hawaii, is governed by the Hawaiian Homes Commission Act of 1920 (Act), enacted by Congress to protect and improve the lives of Native Hawaiians; and,

WHEREAS, the Act created a Hawaiian Homes Commission to administer certain public lands, called Hawaiian Home Lands, for Native Hawaiian homesteadings; and,

WHEREAS, the primary responsibilities of the DHHL are to serve its Native Hawaiian Beneficiaries and to manage its extensive land trust; and,

WHEREAS, in 2021, the centennial year of the Act, the most critical communications infrastructure for access to the World Wide Web or “Internet of Things” is commonly referred to as high-speed internet or “broadband” infrastructure, and can consist of various types of wireline and wireless communications technology platforms and infrastructure mediums; and,

WHEREAS, the lands administered by the DHHL, certain of which are occupied by its Beneficiaries in homesteads, and others of which are leased to non-homestead lessees, are lands that from location-to-location lack multiple options for beneficiaries and lessees for robust high-speed internet or broadband services; and,

WHEREAS, DHHL has become a commercial wireless licensee of the U.S. Federal Communications Commission (FCC) for the purposes of owning wireless licenses that will become the platform for providing more broadband services to their Beneficiaries and lessees; and,

WHEREAS, AMERIND Risk Management Corporation (AMERIND) is a 34-year-old tribally owned federal corporation, providing services and risk management products to federally recognized American Indian Tribes and Alaska Native Villages, and chartered by the U.S. Department of Interior under Section 17 of the Indian Reorganization Act of 1935, 25 U.S.C. § 5124; and

WHEREAS, AMERIND’s multiple business lines include insurance and risk management services for Tribal housing constructed and maintained through the federal Native American Housing and Self-Determination Assistance Act (NAHASDA), as well as Tribal governments and businesses, Tribal workforces, and individual Tribal members’ properties, insuring several billions of dollars of tribal property and infrastructures; and,

WHEREAS, in 2016 AMERIND created AMERIND Critical Infrastructure (ACI) a new division of the corporation entirely dedicated to helping Tribal Nations build broadband and communications technologies networks; and,

WHEREAS, ACI brings a depth of business development and management experience, and ACI’s professional staff—comprised of experienced attorneys and project managers, all former regulators who possess superior FCC legal and regulatory experience; Tribal and International Indigenous internet governance policy and advocacy experience; Tribal business structuring experience, and on the ground practical and project development level experience with multiple communications technologies platforms--has assisted Tribal Nations and their entities throughout the country in projects building fiber, wireless, and broadcast communications networks; and,

WHEREAS, certain key executives, directors, and managers within AMERIND and ACI have former experience working on Native Hawaiian matters from the federal and Tribal level, and have gained familiarities with the housing and telecommunications issues of the Hawaiian Home Lands and homesteads, and indeed DHHL itself, thus deriving an informed awareness and sensitivity to the mission of DHHL and to the history and modern situation of Native Hawaiian peoples, their communities, and institutions; and,

WHEREAS, DHHL, AMERIND, and ACI (collectively “the Parties”) are each governmental institutions and instrumentalities, respectively, of the State of Hawaii, and multiple Tribal governments, each possessing a legal standing that includes, respectively, the ensuing elements of sovereignty and sovereign immunity; and

WHEREAS, in its pursuit of deploying new wireless broadband platforms for its Beneficiaries and lessees, DHHL desires to retain the comprehensive professional, legal, and deployment planning services of ACI; and,

WHEREAS, the Parties have agreed to create this Memorandum of Agreement (MOA or Agreement) between governmental entities so that ACI may provide professional services to DHHL; and,

NOW, THEREFORE, BE IT RESOLVED, that the Parties solemnly agree that this Agreement, with which DHHL will engender and secure the professional services of ACI to perform particular DHHL Statements of Work associated herewith, shall (1) be binding upon the parties in governing the entirety of agreement, (2) address necessary elements of consideration and performance, and (3) secure the provision of AMERIND’s limited waiver of sovereign immunity to DHHL, should DHHL need to enforce the MOA.

BE IT FURTHER RESOLVED, that the provisions of this Agreement that follow this preamble shall be incorporated as the binding Provisions of Service of this Agreement between the Parties; and,

BE IT FINALLY RESOLVED, that as key institutions serving Indigenous peoples for governance, development, and protection, the parties enter into this Agreement for services, and the multiple related efforts by the Parties that it will involve, in the spirit of separate Indigenous peoples helping each other and working together to improve the communities, lives, and opportunities for generations of Native Hawaiian people.

IN WITNESS WHEREOF, the Parties hereto have caused this MOA to be executed by their duly authorized officials effective as of January 1, 2021.



William J. Aila, Jr., Chairman
Hawaiian Homes Commission

1/29/21

Date

Approved as to form:

Deputy Attorney General
State of Hawaii

Date

Derek Valdo, Chief Executive Officer
AMERIND

Date

PROVISION OF SERVICES

This MOA is made effective as of January 1, 2021, by and between DHHL, of 91-5420 Kapolei Parkway, Kapolei, Hawaii, 96707 and P.O. Box 1879, Honolulu, Hawaii 96805, and AMERIND, of 502 Cedar Drive, Santa Ana Pueblo, New Mexico 87004.

1. DESCRIPTION OF SERVICES. Beginning on the effective date, ACI will provide to DHHL the services described in the attached Statement of Work, Parts A and B, and any subsequent agreed upon Statements of Work (collectively, the "Services").

2. PAYMENT. Payment shall be made to AMERIND, Santa Ana Pueblo, New Mexico 87004. Payment for the initial Statement of Work, Parts A and B, is included in this MOA. For AMERIND's services, DHHL agrees to pay over a five (5) year term, to begin on the effective date of this MOA, a sum not to exceed **\$805,000** as follows:

<u>Year</u>	<u>Amount due</u>
1	\$ 357,500.00
2	\$ 357,500.00
3	\$ 10,000.00
4	\$ 5,000.00
5	\$ 5,000.00
Travel (not to exceed)	\$ 70,000.00
TOTAL:	\$ 805,000.00

AMERIND will invoice DHHL on a monthly basis, in equal installments, based on the annual amount limits set forth above. These invoices will be due within one month of the billing date. For travel expenses AMERIND will invoice DHHL based on actual costs as travel is completed.

Any payment for subsequent Statements of Work shall be agreed upon by the Parties and reflected in the respective Statements.

3. TERM. This MOA will remain in effect until either party gives thirty (30) days' written notice to the other party of the intent to terminate.

4. MANAGEMENT. The Office of the Chairman of DHHL shall be the authoritative and responsible entity for DHHL's performance of this agreement, and for providing direction to ACI for the delivery of ACI's services and reporting. ACI shall report to the Office of the Chairman through the Office's Special Assistant, as its primary point-of-contact (POC). The Director of ACI shall be the primary AMERIND POC responsible to DHHL.

5. ANNUAL MEETING. The parties agree to hold an annual agreement review meeting, at the beginning of the final quarter of DHHL's budget calendar year, to review status of services and any potential additional needs or amendments to the agreement and services.

6. WORK PRODUCT OWNERSHIP. Any copyrightable materials, works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed,

prepared, assembled, or conceived in whole or in part by AMERIND in connection with the Services will be the exclusive property of DHHL.

7. CONFIDENTIALITY. AMERIND, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the benefit of AMERIND, or divulge, disclose, or communicate in any manner, any information that is proprietary to DHHL. AMERIND and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this MOA. Any oral or written waiver by DHHL of these confidentiality obligations which allows AMERIND to disclose DHHL's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

Upon termination of this MOA and written request by DHHL, AMERIND will return to DHHL all records, notes, documentation and other items that were used, created, or controlled by AMERIND during the term of this MOA.

8. DEFAULT. The occurrence of any of the following shall constitute a material default under this MOA:

- A. The failure to make a required payment when due.
- B. The insolvency or bankruptcy of either party.
- C. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- D. Refusal or failure to perform, make available, or deliver the Services in the time and manner provided for in this MOA.

9. TERMINATION AND CURE. In addition to any and all other rights a party may have available according to law, subject to Section 9 herein, if a party defaults by failing to substantially perform any provision, term or condition of this MOA (including, without limitation, the failure to make a monetary payment when due), the other party may terminate the MOA by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this MOA.

10. FORCE MAJEURE. If performance of this MOA or any obligation under this MOA is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, epidemics, tsunami, typhoon, hurricane, tropical cyclone, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, or work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch

whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

11. STANDARDIZED WAIVER OF SOVEREIGN IMMUNITY AND DISPUTE RESOLUTION PROCEDURE.

- A. Arbitration Required.** In the event that any dispute or disagreement between DHHL and AMERIND which cannot be resolved in the ordinary course of business arises under this MOA, said dispute or disagreement shall be subject to binding arbitration. The arbitration shall be conducted under the rules and services of Dispute Prevention & Resolution, Inc. as further modified in paragraphs B, C, D, and E below. To the extent exhaustion is required by any law, ordinance, MOA, or contract, arbitration shall be deemed to be exhaustion of tribal remedies.
- B. Arbitration Procedures.** The arbitration shall be conducted before a single arbitrator or a panel of two (2) arbitrators and umpire (hereinafter "Panel") as agreed by DHHL and AMERIND. Arbitration shall be commenced by the service of a written arbitration demand by one party against the other. The arbitration demand shall state specifically and concisely the nature or subject matter of the dispute or disagreement and designate an arbitrator. Within thirty (30) days after receipt of service of the arbitration demand by the initiating party, the responding party shall serve the initiating party with a written response, which shall state specifically and concisely the substance of the responding party's response to the arbitration demand and designate the second arbitrator. Within thirty (30) days after designation of the second arbitrator, the two arbitrators shall select the umpire. If the two arbitrators cannot agree upon the selection of the umpire within thirty (30) days, each arbitrator shall nominate three candidates within ten (10) days, two of whom the other shall decline, and the selection of the umpire shall be made by drawing lots. If the responding party does not select an arbitrator within thirty (30) days after their receipt of the arbitration demand, the parties to the arbitration shall arbitrate their dispute or disagreement before the single arbitrator selected by initiating party. The arbitrators and the umpire shall be disinterested and impartial, and shall be attorneys in good standing licensed to practice law in and by the State of New Mexico, the State of Hawaii, or any other state of the United States of America. The parties to the arbitration shall have the right to take discovery in any method prescribed by the Federal Rules of Civil Procedure.
- C. Arbitration Hearing.** The Panel shall establish such rules and procedures as necessary or appropriate to effect a full, fair, and expeditious hearing on the dispute or disagreement. Any testimonial evidence received or considered by the Panel shall be under oath or affirmation of the witness. Unless the parties to the arbitration agree otherwise in writing, the hearing in the arbitration shall be conducted within the State of Hawaii. The Panel may conduct a hearing at another location in order to receive testimony from a witness unwilling or unable to travel to the Santa Ana Pueblo or State of Hawaii.

- D. Interim and Final Awards.** The Panel may in its discretion enter one or more interim orders or awards. As its final award, the Panel shall render a written, reasoned decision. Such final award shall be deemed to take effect thirty (30) days after the Panel serves said final award upon all persons that are parties to the arbitration at the time the final award is rendered. The decision of a majority of the members of the Panel shall be the decision of the Panel, and the decision shall be final and binding upon the parties to the arbitration. Judgment on the final award may be entered in one of the courts of competent jurisdiction described below. The Panel shall have no authority to award punitive, exemplary, extra-MOA, or other extra-contractual damages, and any such award shall be deemed null and void.
- E. Costs and Fees.** AMERIND and DHHL shall each bear their own costs and expenses incurred by each party, and shall share the costs and expenses of an umpire or of a single arbitrator equally.
- F. Governing Law.** Arbitration and the resolution of the disagreement or dispute shall be governed by the law of the State of Hawaii, without regard to conflicts-of-laws principles.
- G. Consent to Jurisdiction.** The parties to the arbitration consent to personal jurisdiction over the parties and subject matter jurisdiction by the Panel and the United States District Court for the District of Hawaii, and if so elected by DHHL the courts of the Santa Ana Pueblo, and the appellate courts from which any mandatory or discretionary appeal or review may lie. For purposes of this section, such courts shall be deemed to be the only courts of competent jurisdiction.
- H. Judicial Review and Enforcement.** The arbitration, any award rendered by the Panel, judgment entered upon an arbitration award, and judicial review of any award shall be subject to and governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-13, as it may be amended. Any interim or final arbitration award may be enforced by DHHL against AMERIND or AMERIND's property and assets in any one of the courts of competent jurisdiction described above or by AMERIND against DHHL in any court which has jurisdiction over DHHL.
- I. Limited Waiver of Sovereign Immunity.** AMERIND hereby grants an express and limited waiver of AMERIND's sovereign immunity (a) to DHHL only; (b) with respect to a dispute or disagreement within the scope of the foregoing provisions in paragraphs A through H above; (c) for an award of compensatory damages only; and (d) based solely upon AMERIND's actual breach of this MOA. DHHL may recover only in arbitration and only for AMERIND's breach, if any, of the MOA. This waiver specifically excludes any award or judgment for punitive, extra-MOA, or extra-contractual damages, *i.e.*, any and all damages that could possibly be awarded for anything other than AMERIND's breach of this Agreement. Except as set forth in this paragraph I, AMERIND expressly reserves and does not waive its sovereign immunity.
- J. Survival.** The provisions of this section shall survive cancellation, non-renewal, or other termination of this MOA.

12. ENTIRE AGREEMENT. This MOA contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this MOA. This MOA supersedes any prior written or oral agreements between the parties.

13. SEVERABILITY. If any provision of this MOA is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this MOA is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

14. AMENDMENT. This MOA may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by both parties obligated under the amendment.

15. NOTICE. Any notice or communication required or permitted under this MOA shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

17. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

IN WITNESS WHEREOF, the Parties hereto have caused this MOA to be executed by their duly authorized officials effective as of January 1, 2021.

Service Recipient:
DHHL

By:  _____ Date 1/29/21
William J. Aila, Jr., Chairman
Hawaiian Homes Commission

Service Provider:
AMERIND Critical Infrastructure

By: _____ Date _____
Derek Valdo, Chief Executive Officer
AMERIND

Attachment

STATEMENT OF WORK

PART A

1. Strategic Plan

AMERIND Critical Infrastructure will provide strategic planning, research, investigation, legal and regulatory analysis, and organizational and structural guidance to assist DHHL in determining the feasibility of the projects listed below. A non-exhaustive list of tasks is provided below. All detailed written reports and analysis concerning any projects will become the proprietary work product of DHHL.

- a. Build and expand upon any feasibility studies, business plans, and any other infrastructure of broadband deployment studies and plans that have already been completed for DHHL.
- b. Review all existing documentation associated with the DHHL's broadband goals and objectives.
- c. Consult with DHHL to further refine the DHHL's goals and objectives for broadband deployment across their lands.
- d. As appropriate and necessary, coordinate with other State of Hawaii offices and departments, including but not limited to education, business development, environmental, and transportation departments, as appropriate.
- e. As appropriate and necessary, engage the broader Native Hawaiian community, anchor institutions, and organizations to determine community broadband needs and ensure those needs are analyzed for inclusion in the strategic plan.
- f. As appropriate and necessary, engage with existing telecommunications providers.
- g. Analyze the economic development (job creation and revenue stream, for example), education, health care, and public safety benefits of DHHL ownership.
- h. Incorporate findings, recommendations, and results from the initiatives discussed below to help DHHL execute the best comprehensive path forward for broadband deployment.
- i. Assess the needs and strategic plans of DHHL, including the proposed scope of regulatory authority regarding telecommunications, broadband, and other key related utilities.
- j. Provide legal and regulatory analysis of the federal requirements of current and existing licensing, including but not limited to technical, service quality, reporting, compliance, and financial components.

2. Broadband Initiatives

- a. **Design, Implementation, and Buildout: 2.5 GHz – Act as primary project managers for the build out of 2.5 GHz wireless networks for the provision of**

next-generation wireless broadband service pursuant to the FCC's Tribal Priority licensing regulations, which will include the following:

- i. Analyze the legal, regulatory, and compliance requirements for the design and construction of the networks, for example, proposed use of the spectrum and design platforms.
- ii. Provide project management services.
- iii. Advise on choice of equipment vendors, constructors, design-build firms, asset management firms, for example.
- iv. Advise and facilitate interconnection, sublease, or roaming agreements, for instance, as applicative to projects.
- v. Advise and facilitate service provider partnerships.
- vi. Analyze backhaul and middle mile needs.
- vii. Analyze infrastructure siting locations, and related regulatory compliance.
- viii. When and where appropriate, pursuant to the Strategic Plan and coordination with DHHL, support all due diligence efforts associated with securing subcontracts for various aspects of the design and construction of DHHL's 2.5GHz networks.
- ix. Secure additional permits, licenses, or waivers, for example, as required for build out purposes and needs.
- x. Manage all filing and documentation requirements associated with regulatory requirements, including reporting, oversight, and other compliance obligations associated with COVID-related federal stimulus funding.
- xi. Serve as the primary point of contact with the FCC, the National Telecommunications and Information Administration of the U.S. Department of Commerce (NTIA), and other federal agencies as appropriate.

b. Create local broadband Internet Service Provider (ISP) services positioned to participate in future governmental proposed infrastructure programs, legislation, or planning as well as potential existing federal funding programs, which will include the following:

- i. Determine service area and deployment requirements.
- ii. Analyze the economic development (job creation and revenue stream, for example), education, health care, and public safety benefits of DHHL ownership and operation of a telecommunications and broadband provider.
- iii. Evaluate and inventory existing infrastructure and other communications resources to determine their potential use in building a DHHL owned communications network.

- iv. Determine and develop the operational and support structure of the ISP, including maintenance, accounts receivable, and support departments for the DHHL owned network, as appropriate.
- v. Develop operations plan options tailored to specific licensed location, as appropriate.
- vi. Analyze federal and state regulatory, legal, and financial requirements.

c. Analyze for the potential acquisition of communications assets providers on the Home Lands, which would include the following:

- i. Assessing the assets that may be available for acquisition.
- ii. Analyzing the economic development (job creation, revenue stream, and available federal subsidies, for example), education, health care, and public safety benefits of DHHL ownership and operation.
- iii. Analyzing the legal, regulatory, and financial (state and federal) requirements and obligations associated with any potential acquisition.

PART B

Because the Home Lands on the Island of Oahu did not have 2.5 GHz licensing available from the Federal Communications Commission in the Rural Tribal Priority Window of 2020, the tasks below will require additional legal review and new regulatory analysis, particularly to secure spectrum licensing.

1. Broadband Initiatives

a. Design, Implementation, and Buildout – Act as primary project managers for the build out of broadband networks and services – both wireline and wireless – for the provision of next-generation broadband service to the Home Lands on the Island of Oahu, which will include the following:

- i. Analyze the availability of existing telecommunications and broadband services, including wireline and multiple types of wireless platforms.
- ii. Analyze the availability of spectrum – both licensed and unlicensed – over the Home Lands on Oahu.
- iii. Analyze the options for gaining access to available spectrum, including upcoming FCC auctions, petitions for waiver, and potential leases and/or purchases of spectrum licenses from existing licensees.
- iv. Perform efforts to secure spectrum licenses, as available, via direct federal licensing or secondary markets sub-lease agreements, to include regulatory and legal efforts preparing and reviewing documentation, agreements, filings, and various compliance activities and reporting requirements.
- v. Analyze the availability of, and access to, fiber connectivity.

- vi. Analyze the opportunity for fiber ownership, as well as options for gaining access to existing fiber networks, as applicable.
- vii. Analyze the legal, regulatory, and compliance requirements for the design and construction of broadband networks .
- viii. Provide project management services.
- ix. Advise on choice of equipment vendors, constructors, design-build firms, asset management firms, as appropriate.
- x. Advise and facilitate interconnection, sublease, or roaming agreements, for instance, as applicative to projects.
- xi. Advise and facilitate service provider partnerships.
- xii. Analyze backhaul and middle mile needs.
- xiii. Perform efforts to secure backhaul and middle mile agreements, and support DHHL 's efforts negotiating and documenting such agreements.
- xiv. Analyze infrastructure siting locations, and related regulatory compliance.
- xv. When and where appropriate, pursuant to the Strategic Plan and coordination with DHHL, support all due diligence efforts associated with securing subcontracts for various aspects of the design and construction of DHHL networks.
- xvi. Secure additional permits, licenses, or waivers, for example, as required for build out purposes and needs.
- xvii. Manage all filing and documentation requirements associated with regulatory requirements, including reporting, oversight, and compliance obligations associated with COVID-related federal stimulus funding.
- xviii. Serve as the primary point of contact with the FCC, NTIA, and other federal agencies as appropriate.

Exhibit B



AMERIND Launches AMERIND Critical Infrastructure

[Home](#)

[Critical Infrastructure](#)

[AMERIND Launches AMERIND Critical Infrastructure](#)

HONOLULU, HAWAII — The only 100 percent Tribally-owned insurance solution provider announced yesterday that it is launching a new business line to help Tribal Nations and Native communities close the persistent and pervasive “connectivity divide” in Indian country.

AMERIND is embarking on a groundbreaking new business line, AMERIND Critical Infrastructure, to help Tribal Nations develop and deploy the most important 21st Century critical infrastructure within their communities: high-speed “broadband” internet. AMERIND Critical Infrastructure (ACI) will bring together the unique blend of the expertise of proven economic management officials, former groundbreaking federal telecom regulators with a wealth of experience in Washington, DC, and experienced Tribal project managers. ACI will provide professional management services and targeted low-cost financing for Tribal projects.

A New Insightful Business Line at AMERIND

As a federally chartered Section 17 Tribal company, AMERIND will employ its deep understanding of and respect for Tribal Nations, and utilize its financial acumen of funding mechanisms and the technological applications in Indian country, to help Tribal Nations leverage federal subsidies and programs designed to support broadband deployment nationwide. As a very important dual component of this effort, AMERIND Critical Infrastructure will also provide Tribal Nations with access to low-cost capital as community and social impact investing for broadband deployment. This low-cost lending of capital will help Tribal Nations afford the ever necessary matching requirements for federal funding.

“Today’s world is way beyond the technologies of the last century,” said Geoffrey Blackwell, AMERIND’s Chief Strategy Officer and General Counsel, who is a former senior official at the Federal Communications Commission (FCC). “Tribal Nations exist in the Internet Age, and broadband internet is the platform that brings all the benefits of modern technology to sustain health, safety and well-being. It means jobs, education, telemedicine, and literally a whole world of opportunities. But the digital divide of the 1990’s is now the Tribal connectivity divide of this millennium. Tribes want better internet access, and they want it now.”

“Just like other services that AMERIND provides, broadband is essential to the nation building of Tribal governments and institutions. So, as AMERIND protects the most necessary critical infrastructure in Tribal communities — Tribal homes — we can also help Tribes provide for those homes with the most important modern infrastructure: technology. This is a way to connect to our owners, Tribal Nations, and better serve their needs. That is one of our core values at AMERIND,” said Blackwell.

Blackwell made the announcement Monday during the first day of AMERIND's and the National American Indian Housing Council's (NAIHC) 2016 Annual Convention and Tradeshow. Blackwell oversees AMERIND's legal affairs as well as the Finance, Information Technology, Human Resources, and Communications departments. He is the former founding Chief of the FCC's Office of Native Affairs and Policy, and former Director of Strategic Relations and Minority Business Development at Chickasaw Nation Industries, Inc. During two separate tours of duty at the FCC, he managed efforts to work with Tribal Nations and write dozens of regulations and policies to deploy communications technologies on Tribal Lands, and assist Tribes in owning and operating telephone and Internet companies, as well as radio and TV stations.

Along with announcing the new ACI business line, AMERIND also welcomed Irene Flannery as the new Director of AMERIND Critical Infrastructure. Flannery is another long time former senior regulator at the FCC, and is a top national expert in the subsidy mechanisms of the FCC. She spent over a dozen years at the FCC, working her way up from a staff attorney to become the Chief of the Telecom Access Policy Division, which oversees FCC subsidies totaling over \$9 billion annually. Flannery also worked for more than five years as the founding Deputy Chief of the FCC's Office of Native Affairs and Policy, assisting in the management and drafting of key policy provisions that benefit Tribal schools, libraries, health care facilities, and low-income households. Flannery is also a former Vice President at the Universal Service Administrative Company (USAC), the entity that disburses FCC subsidies. While with USAC, Flannery was responsible for the disbursement of over \$5 billion annually in the High Cost and Low Income programs.

Federal and Tribal officials also addressed the AMERIND and NAIHC conference. The Honorable Lourdes Castro Ramirez, Principal Deputy Assistant Secretary of the U.S. Department of Housing and Urban Development, and the Honorable Brian Cladoosby, President of the National Congress of American Indians, gave reports on Tribal housing and NCAI. Gary Davis, President and CEO of the National Center for American Indian Enterprise Development, also gave an invigorating keynote address about the importance of Native peoples working together to achieve a future of lasting economic prosperity. "We have to dispel the myth that self-sufficiency is impossible. We are innovative people," said Davis.

"AMERIND certainly agrees," Blackwell added, "and AMERIND is uniquely positioned to create this business line to support Tribal communities. What we already know, instinctively, is that when it comes to the technology goals and priorities of Tribal Nations, no one size fits all. Tribal Nations are unique and separate sovereigns, one to another. Their goals and priorities, and deeply held cultural traditions, reflect their individualities. We look forward to growing this ACI business line to assist Tribal Nations with the analysis, planning, management, financing, design, and execution of deploying broadband in their nations. Tribes are asserting their cyber-sovereignty, and strengthening and protecting Tribal communities is what AMERIND is all about.

AMERIND and NAIHC have held a collaborative convention the past few years to aid their organizations in offering extensive training opportunities. AMERIND grew out of a need to provide affordable, accessible claims coverage to Tribal housing authorities when commercial insurance became too costly in 1986. AMERIND celebrates its 30-year milestone this year.

About AMERIND

AMERIND was founded in 1986 by more than 400 Tribes who united and pooled their resources to create AMERIND to keep money working within Indian country. AMERIND provides employee benefits, and property, liability and workers compensation insurance for Tribal governments, businesses and individual property coverage. It is the only 100% Tribally-owned and operated insurance solutions provider in Indian country. To learn more about AMERIND's Tribes Protecting Tribes or for an insurance quote, go to www.amerind.com.

Read more at <http://indiancountrytodaymedianetwork.com/2016/05/10/amerind-risk-launches-amerind-critical-infrastructure-164427>

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AMERIND Critical Infrastructure – Broadband Builds Tribal Communities

[Home](#)

▲ [Critical Infrastructure](#)

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AMERIND CRITICAL INFRASTRUCTURE Broadband Builds Tribal Communities

By Irene Flanery, Director, AMERIND Critical Infrastructure

Broadband – also known as high-speed Internet – is today's critical infrastructure. From education to health care, public safety to Tribal housing, broadband provides the platform to build Tribal communities. For example, distance learning supports language preservation by allowing Native language classes to be conducted online. Telemedicine increases access to specialists and preventative care that can be lifesaving while allowing Tribal members to remain in their communities. Shorter response times for police and fire fighters mean that homes and

the ACI team puts you – the Tribal client – first, and will work with you to determine your community's needs and develop a plan tailored to those needs. "Really, one size fits none," says Flannery. ACI offers services such as strategic planning for sovereign Tribal broadband deployment; broadband subsidy, grant, and loan management; regulatory management and compliance; and social impact funding. But what exactly does this mean to your Tribal




economic asset," says Blackwell. The result is stronger, safer Tribal communities.

[Reach Out to the ACI Team](#)

By Irene Flanery, Director, AMERIND Critical Infrastructure

Broadband – also known as high-speed Internet – is today's critical infrastructure. From education to health care, public safety to Tribal housing, broadband provides the platform to build Tribal communities. For example, distance learning supports language preservation by allowing Native language classes to be conducted online. Telemedicine increases access to specialists and preventative care that can be lifesaving while allowing Tribal members to remain in their communities. Shorter response times for police and fire fighters mean that homes and lives can be saved.

But the Internet revolution has largely bypassed Indian Country, with companies unwilling to provide their high-speed  to rural and remote Tribal communities. AMERIND Critical Infrastructure (ACI) was created to help Tribes address this disparity.

Why ACI?

The ACI team brings a unique blend of federal Indian law and broadband policy experience, as well as on-the-ground experience managing federal subsidies, grants, and loans. Geoffrey Blackwell, AMERIND's Chief Strategy Officer and General Counsel, and Irene Flannery, Director of ACI, bring over 25 years of experience at the Federal Communications Commission, creating broadband, telecommunications, and broadcast policies and rules for Indian Country and managing federal broadband subsidies. And Kimball Sekaquaptewa, Manager of ACI, brings over 16 years of experience managing federal subsidy, grant, and loan programs in Tribal communities. "ACI is the full package," says Flannery.

What Can ACI Do For Your Tribal Community?

The lack of broadband connectivity is too large a problem to solve as a school, library, clinic, or Tribal administration. It requires that

different departments and agencies come together to identify common needs and then put together a community-based solution. "It is time to envision what digital Tribal communities look like," says Sekaquaptewa. ACI is not your typical consultant that will come in and give you a one size fits all approach to broadband deployment. Instead, the ACI team puts you – the Tribal client – first, and will work with you to determine your community's needs and develop a plan tailored to those needs. "Really, one size fits none," says Flannery. ACI offers services such as strategic planning for sovereign Tribal broadband deployment; broadband subsidy, grant, and loan management; regulatory management and compliance; and social impact funding. But what exactly does this mean to your Tribal community?

Building Tribal Economies

Because traditional providers have not deployed broadband in Tribal communities – and that is not going to change – the time is now for Tribes to decide their path forward. The creation and continued growth of Tribally owned and operated broadband providers spurs Tribal economies, and Tribal ownership brings enhanced services to the community. The result is better broadband choices for homes, businesses, and Tribal anchor institutions. Profit stays local and improves economic well-being in Indian Country.

Bringing and Keeping Dollars in Indian Country

Broadband subsidy, grant, and loan programs – such as the E-rate program for schools and libraries – bring federal dollars to Tribal communities. There is a lot of federal money out there to help bring broadband to rural communities, but things are changing in Washington, DC. "Now is the time for Tribal communities to benefit from these federal dollars," said Flannery. The result is that broadband investment in Tribal communities brings improved education, health care, and community development.

Advancing Tribal Voices

Tribally owned and operated broadcast radio stations and online media enhance preservation of Native language and culture. Tribal radio enhances public safety by ensuring that local Tribal news and content is broadcast. "With a federal Tribal Priority that takes away the cost of the broadcast license, now is the time to start a Tribal radio station and, at the same time, create a valuable economic asset," says Blackwell. The result is stronger, safer Tribal communities.

Reach Out to the ACI Team

The ACI team is ready to work with you to develop a plan to bring broadband to your Tribal community. We look forward to hearing from you and sitting down to figure out together a path forward. Irene Flannery, Director of ACI iflannery@amerind.com (office) 505-404-5000 (cell) 202-262-4549

[Download Tradeshow ACI PDF](#)

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IRENE MARIE FLANNERY

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Albuquerque, NM 87111
(mobile) 202-262-4549
Email: iflannery@amerind.com

PROFESSIONAL EXPERIENCE

AMERIND Risk Management Corporation, Santa Ana Pueblo, NM

Director, AMERIND Critical Infrastructure, April 2016-present

Manage AMERIND Risk's groundbreaking new business line, AMERIND Critical Infrastructure, designed to help Tribal Nations develop and deploy high-speed broadband. Provide professional management services to, for example, assess and determine broadband needs, plan and execute deployments, and complete the multi-step application and accounting processes for major federal grant and subsidy programs.

Federal Communications Commission, Consumer and Governmental Affairs Bureau, Washington, DC

Acting Chief, Office of Native Affairs and Policy, October 2015-April 2016

Led the office responsible for promoting the deployment and adoption of communications services and technology throughout Tribal lands and Native communities. Worked in close coordination with the Chairman's Office, Commissioners' Offices, Bureaus and Offices across the Commission, the FCC-Native Nations Broadband Task Force, Tribal governments, and inter-Tribal government associations to advance the Commission's Tribal agenda.

Deputy Chief, Office of Native Affairs and Policy, November 2010-October 2015

Managed ONAP's work on policies to promote the deployment and adoption of communications services and technology across Indian Country, with a particular focus on reform of the universal service schools and libraries (E-rate), low-income (Lifeline and Link Up), and High-Cost (Connect America Fund) programs. On E-rate, worked with Tribal governments, Tribal schools and libraries, and associations representing Tribal schools and libraries on policy recommendations and initial implementation of the E-rate Tribal consultation, training, and outreach program.

Federal Communications Commission, Wireline Competition Bureau, Washington, DC

Deputy Division Chief, Telecommunications Access Policy Division, June 2010-November 2010

Managed and oversaw the Lifeline and Link Up programs, including the enhanced Tribal lands Lifeline and Link Up programs. Served as Federal Staff Chair of the Federal-State Joint Board on Universal Service and managed the Commission's Lifeline referral to the Joint Board. Oversaw the drafting and release of the Joint Board's 2010 *Recommended Decision* on Lifeline.

Associate Bureau Chief, August 2009-June 2010

Served as advisor to the Bureau Chief on universal service matters, focusing on the E-rate and Lifeline and Link Up programs, Tribal issues, and all matters involving the Universal Service Administrative Company (USAC). Managed the E-rate, Lifeline, and Tribal portions of the National Broadband Plan.

Federal Communications Commission, Enforcement Bureau, Investigations and Hearings Division, Washington, DC

Assistant Division Chief, June 2008-August 2009

Managed a docket of enforcement matters for the telecommunications side of the Division. Cases included enforcement actions involving universal service contributors, carriers receiving low-income support, transfer of control matters, and numbering issues.

Universal Service Administrative Company, Washington, DC

Senior Vice President, External Relations, March 2006-July 2007

Managed and oversaw all outreach, communications, and education initiatives for the company. Managed the site visit program, an initiative through which USAC visited entities receiving universal service support. Represented USAC at industry and other outreach events.

Senior Vice President, Programs, May 2005-March 2006

Oversaw programmatic operations for all four universal service programs – the high-cost, Lifeline/Link Up, rural health care, and E-rate programs. Served as a primary point of contact on programmatic operations with the FCC.

Acting Chief Operating Officer, January 2005-May 2005

Managed and oversaw all aspects of the day-to-day operations of USAC, a not-for-profit company responsible for billing, collecting, and disbursing (at that time) over \$7 billion per year.

Vice President, High-Cost and Low-Income Division, September 2000-January 2005

Managed High-Cost and Low-Income universal service programs designed (at that time) to provide affordable telephone service to all Americans. Conducted outreach to beneficiary groups, including Tribal Nations, inter-Tribal government associations, and rural telephone associations. Managed implementation of the enhanced Tribal lands Lifeline and Link Up programs.

Federal Communications Commission, Common Carrier Bureau, Accounting Policy Division (now the Telecommunications Access Policy Division), Washington, DC

Division Chief, January 1999-August 2000

Managed all aspects of universal service, including implementation of the High-Cost program for non-rural carriers, implementation of the E-rate program, and oversight and monitoring of USAC. Presented legal and policy analysis and recommendations to senior Commission leadership. Managed and oversaw the FCC's adoption of the enhanced Tribal lands Lifeline and Link Up programs in 2000.

Assistant Division Chief, September 1998-December 1998

Attorney-Advisor, May 1996-September 1998

Co-author of the E-rate sections of the *1st Recommended Decision* and the *1st Report and Order* in the universal service docket. Team leader on schools and libraries issues. Federal Staff Chair of the Federal-State Joint Board on Universal Service. Recipient of the Catherine Forster Public Service Award for outreach conducted in the educational community.

Federal Communications Commission, Common Carrier Bureau, Network Services

Division, Washington, DC

Attorney-Advisor, April 1995-May 1996

Specialized in numbering issues. Primary author of various documents in the toll-free numbers rulemaking proceeding.

Office of the Public Defender, Montgomery County, MD

Attorney, September 1994-March 1995

Handled panel cases and served as criminal defense attorney in felony and misdemeanor cases.

Law Office of Carol Garfiel Freeman, Rockville, MD

Attorney, September 1994-March 1995

Served as defense attorney in various criminal, juvenile, and civil matters.

Weinberg and Weinberg, Frederick, MD

Attorney, December 1994-February 1995

Drafted briefs in civil appellate matters.

JUDICIAL CLERKSHIP

The Honorable J. James McKenna, Sixth Judicial Circuit of Maryland, Rockville, MD
Law Clerk, August 1993-August 1994

EDUCATION

Georgetown University Law Center, Washington, DC
Juris Doctor, May 1993

Law Review:	American Criminal Law Review Senior Articles Editor
Publications:	Frye or Frye Not: Should the Reliability of DNA Evidence Be a Question of Weight or Admissibility?, 30 AM. CRIM. L. REV. 161-86 (1992)
Clinical Program:	Georgetown Criminal Justice Clinic

University of Virginia, Charlottesville, VA
Masters of Education in Curriculum and Instruction – Elementary, May 1982

Duke University, Durham, NC
Bachelor of Arts, *cum laude*, in Political Science and Economics, May 1979

ADMISSIONS

Supreme Court of the United States
Court of Appeals of Maryland
United States District Court for the District of Maryland
Court of Appeals for the District of Columbia

PROFESSIONAL ASSOCIATIONS

District of Columbia Bar Association

NON-LEGAL EXPERIENCE

Devoted eight years (1982-1990) to elementary education, teaching all subjects in kindergarten, first, and second grades.

GEOFFREY CRAVATT BLACKWELL

EDUCATION

- Juris Doctorate** **University of Virginia School of Law, 1994**
Earned: Juris Doctorate
Honor: Merrill Lynch Minority Scholar, 1994
Emphasis: Corporate, Environmental, and Federal Indian Law
Clinic: Southern Environmental Law Center, Spring Semester 1994
Independent Study: Federal Tribal Hazardous waste siting policy on Tribal trust lands
- Bachelor of Arts** **Dartmouth College, 1991**
Earned: AB in Government (Artium Baccalaureus)
Honor: Class of 1911 Samson Occom Scholar, Scholarship Recipient 1990
Emphasis: Music, Earth Sciences, Film, French
Foreign Study: L'Université de Lyon, Lumière Deux, Lyon, France, Spring Term 1989
Activities: Native Americans at Dartmouth, Dartmouth Aires a cappella group, ΣΝ
- Bar Admissions** Massachusetts Board of Bar Overseers, Supreme Judicial Court
Muscogee (Creek) Nation Bar Association
- Designations** AINS insurance designation; Executive MBA certificate, Tuck School of Business

PROFESSIONAL EXPERIENCE

AMERIND Risk Management Corporation
Chief Strategy Officer and General Counsel
Santa Ana Pueblo, NM -- October 2015 – Present

- AMERIND is a 34-year-old federally chartered and tribally owned insurance and risk management corporation with complete corporate insurance coverage business lines and other tribal government services.
- Provide Executive direction and management of the following divisions and business lines: Finance, Human Resources, Information Technology, Corporate Communications, as well as creating and overseeing AMERIND's Tribal broadband deployment business line, AMERIND Critical Infrastructure.
- Direct AMERIND's legal affairs and litigation matters.
- Coordinates fellow Executive team efforts on strategic development and corporate diversification efforts, including legal and financial structuring of new business lines and corporate service offerings.
- Provided counsel and oversight in the corporation executive team's development of an internal captive reinsurance company, a new commercial auto business line, an AM Best "A-" rating.
- Testified before US Senate Committee on Indian Affairs regarding federal data deficiencies on the Tribal lands, "GAO Reports Relating to Broadband Internet Availability on Tribal Lands." October 2018.
- Testified before the US Commission on Civil Rights on Tribal broadband and economic needs, "Hearing on COVID-19 in Indian Country: The Impact of Federal Broken Promises on Native Americans." July 2020.

Federal Communications Commission
Chief, Office of Native Affairs and Policy (ONAP)
Consumer & Governmental Affairs Bureau, Office of the Bureau Chief
Washington, D.C. -- July 2010 – October 2015

- Directed the Office of Native Affairs and Policy's work on policies to promote the deployment and adoption of communications services and technologies on Tribal lands and Native communities, including American Indian Tribes, Alaska Native Villages, and entities responsible for the Native Hawai'ian Home Lands.
- Directed staff and coordinate across the Commission on various matters involving wireline, wireless, satellite and broadcast services, including rulemakings, adjudicatory, and enforcement proceedings, concerning Indian Country and spectrum access, Universal Service subsidy programs, and historic preservation compliance.

- Developed and drive a Commission-wide Tribal agenda for regional consultation and training workshops and various forms of outreach designed to foster consultation and cooperation with Tribal Nations in close coordination with the Chairman's Office, Commissioners' Offices, and all FCC Bureaus and Offices.
- Testified before Congress in six hearings; five on behalf of the FCC, and one on behalf of Indian Country.
- Presented keynotes and on panels at numerous federal, Tribal, and private sector conventions nationwide.
- Coordinated with multiple federal agencies, private sector industries, Tribal Nations, and inter-Tribal government and industry associations and organizations on policies and programs aimed at increasing economic opportunities, education, healthcare, public safety, and governmental capabilities in Indian Country.
- Worked closely with Tribal Nations throughout the United States to achieve successful deployment and operation of diverse 21st century technology business platforms within Tribal Nations by utilizing a robust understanding of Indian Country broadly, and specifically on a Tribe-by-Tribe and regional basis.

Chickasaw Nation Industries, Inc.

**Director of Strategic Relations and Minority Business Development--Corporate Holding Company
Washington, D.C. -- October 2005 – July 2010**

- CNI is a multi-business incubator of 12 LLC's owned by the Chickasaw Nation. As a member of CNI's corporate leadership, identified economic development opportunities, with emphasis on the integration of emerging information and communications technologies, and coordinated strategic development for CNI's multiple operations including information technology, medical, and aviation services, logistics, manufacturing, and communications infrastructure, among others.
- Developed new market strategies, and represented CNI in interactions with private US and international firms within various traditional business arenas such as the energy, defense, and technology industries.
- Led CNI's congressional and federal agency policy advocacy on Tribal economic development policy matters.
- Coordinated CNI's Native American Minority Empowerment Program--NAMEP Plan--a corporation-wide business development plan designed to engage in economic opportunities with other small, disadvantaged, minority, veteran, women-owned, Native and Tribal companies.
- Managed operations of a Department of Energy HQ federal contract providing administrative support of agency research and program outreach in Indian Country, implementing government-to-government consultation and coordination with Tribal Nations on energy grid and related critical infrastructure priorities.
- Represented CNI in meetings with foreign technology companies in Ireland and South Korea.
- Presented and made formal remarks on economic development issues and related communications technology, regulatory, and policy matters at national inter-Tribal government and business industry association meetings.

Federal Communications Commission

Senior Attorney and Liaison to Tribal Governments

Consumer & Governmental Affairs Bureau, Office of the Bureau Chief

Washington, D.C. -- January 2000 – October 2005

- Superior Achievement Award, July 2002, based on long-term performance.
- Provided counsel to the FCC Chairman, Commissioners, the Bureau, and other FCC Bureaus and Offices on regulatory, policy, and licensing matters involving Tribal Nations and federal Indian law.
- Provided counsel to Commission staff on various matters involving wireline, wireless, satellite and broadcast services, including rulemakings and adjudicatory proceedings concerning Indian Country and wireless spectrum access and Universal Service Fund programs.
- Served as initial point-of-contact for Tribes on all aspects of the Commission's seminal outreach and regulatory initiatives on the deployment of telecommunications and broadcast services in Indian Country.
- Responsible for coordinating various regulatory outreach efforts to and government-to-government Tribal consultations initiatives with elected Tribal leaders, Tribal telecom officials, and Tribal consumers, at locations and events throughout the nation. In all, 2 major conferences and 5 workshops.
- Conducted various "in-reach" trainings to educate Commission staff about Tribal governments and cultures, Tribal sovereignty rights, federal Indian law and policy, and Tribal communications needs.
- Provided legal counsel and major contributions to the Commission's seminal "Tribal Lands" rulemakings of June 2000, including the Commission's seminal *Statement of Policy on Establishing a Government-to-*

Government Relationship with Indian Tribes (FCC 00-207) (Tribal Policy Statement), rulemaking creating the Tribal Lands Bidding Credit for wireless spectrum auctions, and rulemaking creating the USF Enhanced Tribal Lands Lifeline and Link-Up Low Income Programs.

- Provided counsel to the Commission and the Wireless Telecommunications Bureau on several tower siting environmental and historic preservation related rulemakings, adjudicatory matters, and related Tribal consultation matters; including the creation of the FCC's Tower Construction Notification System.
- Presented and made formal remarks on economic development issues and related telecommunications, regulatory and policy matters at national inter-Tribal and business industry association meetings.

Hale and Dorr, LLP (now "WilmerHale" and formerly Wilmer Cutler Pickering Hale and Dorr, LLP)
Special Contract Attorney, Litigation Department
Boston, MA -- July 1996 – July 1999

- Attorney on the litigation defense team representing a major insurance corporation, the John Hancock companies, in a federal class action alleging fraudulent sales and marketing practices.
- Analyzed operations files from the client's marketing, sales, and general counsel's office, in the discovery process for contract and tort liability, attorney-client privilege, and work-product doctrine protections.
- Represented the corporation in class-wide case-specific negotiations with plaintiffs' counsel, while managing the efforts of the legal support office at the corporation's class action legal information center.

Native Affairs and Development Group

Legal Associate

Washington, D.C. -- September 1994 – July 1996

- Drafted, edited, and consulted with Tribal clients on the development of environmental codes of laws.
- Reviewed proposed legislation affecting Tribal clients, prepared legal memoranda regarding the potential impact to Tribal programs, and conducted meetings with elected Tribal leaders and representatives.

PRESENT AND FORMER BOARD AND PRO-BONO SERVICE POSITIONS

- **National Congress of American Indians**
Presently: Co-Chair, Economic, Finance & Community Development Committee, appointed 2015
Presently: Co-Chair, Telecommunications and Technology Subcommittee, appointed 2015
Former sole Chairman of the same Subcommittee from 2005 to 2010
NCAI is the oldest and largest inter-Tribal government association in the US. Chairing a Committee is an appointed Tribal Leader position. Appointed by elected Tribal government leaders nationwide.
- **American Indian Policy Institute of the Arizona State University**
Presently: Vice President, appointed to Tribal Leader advisory board in 2015
- **Native Public Media (formerly The Center for Native American Public Radio)**
Former Chairman of the Board, elected 2016-20
Former Member, Tribal Advisory Council when NPM was part of the National Federation of Community Broadcasters, elected 2006-10
Former Chairman, Tribal Advisory Council, elected 2009-10
- **National Small Business Association**
Former Member, Board of Trustees, elected 2008 by vote of NSBA's then 65,000 member body.
2009-10 Member, Legislative Committee (comprised of Board Officers and Committee Chairs)
2009-10 Chair, Environmental and Regulatory Affairs Committee, Board appointed
- **National Federation of Community Broadcasters**
Former Member, Board of Directors, elected 2008-10
Chairman, Advocacy and Policy Committee, Board appointed 2008-10

- **Federal Communications Commission Advisory Committee on Diversity for Communications in the Digital Age**
Former Member, 2008-10, appointed by Acting FCC Chairman Michael J. Copps
- **Acoma Business Board, Acoma Pueblo Business Enterprises**
Former Member, Board of Directors. Appointed by the Governor and Tribal Council of Acoma Pueblo, 2009-10. The Pueblo of Acoma is a federally recognized American Indian Tribe with 6,000+ members, located in New Mexico. This Board oversees all Tribal businesses, including the casino, service stations, hotel, retail, agricultural, hunting, and museum.
- **Indigenous Commission for Communications Technologies in the Americas – ICCTA/CITCA**
Former Commissioner for the United States of America, Board of Directors, elected 2009-10. An ICCTA Commissioner is an appointed international Indigenous Representative position.

EXPERIENCE DURING LEGAL STUDIES

**The Southern Environmental Law Center, UVA Environmental Law Clinic
Legal Intern**

Charlottesville, VA -- January – May 1994

- Performed legal research and writing assignments, and litigation support to the Center’s Public Lands Project.

**Office of the United States Attorney, U.S Dept. of Justice
Law Clerk, Western District of Washington**

Seattle, WA -- May – August 1993

- Developed a key trial decision memo on the doctrine of “corporate collective knowledge” in preparation for the criminal indictment of a major national aerospace and federal defense contractor.
- Drafted a winning brief filed in the Ninth Cir. Court of Appeals opposing a pro se claim of habeas corpus.
- Prepared legal memoranda on the rules of evidence in federal civil actions, and had primary responsibility for coordinating a summary judgment motion in a medical malpractice claim against the United States Navy.
- Assisted in all aspects of trial preparation and litigation under the direction of senior trial attorneys.

The Thomas Jefferson Memorial Foundation at Historic Monticello

Legal History Research Assistant

Charlottesville, VA -- May – August 1992

- Researched Thomas Jefferson’s influences on modern federal Indian policy for the Foundation’s proposed symposium, and created a related bibliography of treatises and documents.

EXPERIENCE DURING UNDGRADUATE STUDIES

**Office of the Honorable David L. Boren, United States Senate
Legislative Intern**

Washington, D.C. -- June – August 1990

- Prepared a critical analysis for personal review by Senator Boren of the “New Federalism” Act of 1990, unsuccessful legislation that proposed a new economic status for American Indian Tribes.
- Analyzed national and Tribal educational, economic, and environmental issues in proposed litigation.

The Muscogee (Creek) Nation

Realty Specialist, Office of Realty and Trust Program

Okmulgee, OK -- September – December 1989

- Assisted the Tribal Indian Self Determination Act (P.L. 93-638) contractor in administering Tribal trust and individually held, restricted, Muscogee (Creek) lands in the Tribe’s eleven-county area in Oklahoma.
- Provided support for the initiation and renewal of Tribal and individual Indian agricultural and mineral leases, development surveys, and identification of trespasses, including unauthorized mineral production.

**Staff of the Honorable Daniel K. Inouye, Chairman
United States Senate Select Committee on Indian Affairs
Research and Writing Assistant
Washington, D.C. -- June – August 1988**

- Assisted in the preparation of the Committee Report regarding the Federal Indian Gaming Regulatory Act of 1988 (IGRA), ultimately enacted and codified at 25 U.S.C. §§ 2701, et seq.

**The Smithsonian Institution
Office of Interdisciplinary Studies
Research Assistant**

Washington, D.C. -- June – September 1987

- Served as an inaugural participant of the Smithsonian’s Native American Internship Program, collecting data from all branches of the Smithsonian while researching topics for, and assisting in, the organization and coordination of symposia and seminars.

EXPERT DISTINCTIONS AND RECOGNITIONS

- Provided testimony to the US Congress on seven separate hearings between 2007 and 2018, both as a Federal government official and a Tribal government representative.
 - Senate Committee on Commerce, Science, and Transportation
 - Senate Committee on Indian Affairs (three separate hearings)
 - Senate Committee on Commerce, Science, and Transportation, Subcommittee on Transportation and Safety
 - House Energy and Commerce Committee, Subcommittee on Communications and Technology
 - House Committee on Natural Resources, Subcommittee on Indian, Insular, and Alaska Native Affairs
- Provided testimony to the United States Commission on Civil Rights in July 2020.
- Recipient of Inaugural 2020 Federal Communications Commission “Doer” Award.
- Recipient of 2020 Public Knowledge IP3 Internet Protocol Award.
- Appointed by Tribal government leaders nationwide to Co-Chair a standing committee (2015) and subcommittee (2005 and 2015) of the National Congress of American Indians.
- Inaugural Chief, Federal Communications Commission’s Office of Native Affairs and Policy, 2010-15.
- Elected Commissioner from the USA in 2009 to the Indigenous Commission for Communications Technologies in the Americas (former international NGO).
- Recipient of Federal Communications Commission Superior Achievement Award, 2002.
- First enrolled citizen of a federally recognized Indian tribe employed by the Federal Communications Commission, 2000.

PERSONAL

Raised in Albuquerque, NM, and Tulsa, OK, in and near American Indian communities in the Southwest, Oklahoma, and North Plains. Additional experience growing up with a parent relocated to Washington, DC.

D.O.B.: July 19, 1969; Ft. Defiance, Navajo Indian Reservation (AZ)
Federal Indian Health Service Hospital, Navajo Reservation

Tribal Citizenship: Muscogee (Creek) Nation, Tukabatchee Township

Tribal Ancestry: Maternal family: Omaha Tribe of Nebraska, Inkasabe (Black Shoulder) Clan
Muscogee (Creek) Nation, Tukabatchee Township, Turtle Clan
Paternal family: Chickasaw Nation
Choctaw Nation of Oklahoma

Languages: Proficient in French, limited and conversational in Omaha and Muscogee (Creek)

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 17, 2021

TO: Chairman and Members, Hawaiian Homes Commission

FROM: Tyler Iokepa Gomes, Deputy to the Chairman

SUBJECT: C-5 Approval of Budget Amendment to Cover Implementation of Memorandum of Agreement with Amerind Critical Infrastructure Related to Tribal Broadband Connectivity Program and 2.5 GHz Licenses

RELEVANT MATERIAL WILL BE DISTRIBUTED UNDER SEPARATE COVER.

ITEM NO. C-5

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 17, 2021

TO: Chairman and Members, Hawaiian Homes Commission
FROM: Hokulei Lindsey, DHHL Rules Officer
SUBJECT: C-6 For Information Only – Hawaiian Homes Commission Policy Actions
Project

RELEVANT MATERIAL WILL BE DISTRIBUTED UNDER SEPARATE COVER.

ITEM NO. C-6


**HAWAIIAN HOMES COMMISSION
FEBRUARY 16 & 17, 2021
TELECONFERENCE
9:30 A.M**

D – ITEMS

HOMESTEAD SERVICES DIVISION

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 16, 2021

TO: Chairman and Members, Hawaiian Homes Commission
From: Juan Garcia, HSD Administrator 
SUBJECT: **Homestead Services Division Status Reports**

RECOMMENDED MOTION/ACTION

NONE

DISCUSSION

The following reports are for information only:

- Exhibit A: Homestead Lease & Application Totals
and Monthly Activity Reports
- Exhibit B: Delinquency Report

February 16, 2021

SUBJECT: Homestead Lease and Application Totals and Monthly Activity Reports

LEASE ACTIVITY REPORT

Month through January 31, 2021

	As of 12/31/20	Add	Cancel	As of 1/31/21
Residential	8,455	0	0	8,455
Agricultural	1,093	0	1	1,092
Pastoral	410	0	0	410
Total	9,958	0	1	9,957

The cumulative number of Converted Undivided Interest Lessees represents an increase of 528 families moving into homes. Their Undivided Interest lease was converted to a regular homestead lease.

	As of 12/31/20	Converted	Rescinded/ Surrendered/ Cancelled	As of 1/31/21
Undivided	793	0	0	793

Balance as of 1/31/2021

Awarded	1,434
Relocated to UNDV	7
Rescinded	111
Surrendered	5
Cancelled	4
Converted	<u>528</u>
Balance to Convert	793

Lease Report For the Month Ending January 31, 2021

	RESIDENCE				AGRICULTURE				PASTURE				TOTAL LEASES			
	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL
OAHU																
Kakaina	25	0	0	25	0	0	0	0	0	0	0	0	25	0	0	25
Kalawahine	90	0	0	90	0	0	0	0	0	0	0	0	90	0	0	90
Kanehili	399	0	0	399	0	0	0	0	0	0	0	0	399	0	0	399
Kapolei	183	0	0	183	0	0	0	0	0	0	0	0	183	0	0	183
Kauluokahai	101	0	0	101	0	0	0	0	0	0	0	0	101	0	0	101
Kaupea	326	0	0	326	0	0	0	0	0	0	0	0	326	0	0	326
Kaupuni	19	0	0	19	0	0	0	0	0	0	0	0	19	0	0	19
Kewalo	249	0	0	249	0	0	0	0	0	0	0	0	249	0	0	249
Kumuhau	52	0	0	52	0	0	0	0	0	0	0	0	52	0	0	52
Lualualei	148	0	0	148	31	0	0	31	0	0	0	0	179	0	0	179
Malu'ohai	226	0	0	226	0	0	0	0	0	0	0	0	226	0	0	226
Nanakuli	1,045	0	0	1,045	0	0	0	0	0	0	0	0	1,045	0	0	1,045
Papakolea	64	0	0	64	0	0	0	0	0	0	0	0	64	0	0	64
Princess Kahanu Estates	271	0	0	271	0	0	0	0	0	0	0	0	271	0	0	271
Waiahole	0	0	0	0	16	0	0	16	0	0	0	0	16	0	0	16
Waianae	421	0	0	421	11	0	0	11	0	0	0	0	432	0	0	432
Waimanalo	721	0	0	721	2	0	0	2	0	0	0	0	723	0	0	723
TOTAL	4,340	0	0	4,340	60	0	0	60	0	0	0	0	4,400	0	0	4,400
MAUI																
Hikina	31	0	0	31	0	0	0	0	0	0	0	0	31	0	0	31
Kahikinui	0	0	0	0	0	0	0	0	75	0	0	75	75	0	0	75
Keokea	0	0	0	0	65	0	0	65	0	0	0	0	65	0	0	65
Lelalii	104	0	0	104	0	0	0	0	0	0	0	0	104	0	0	104
Paukukalo	178	0	0	178	0	0	0	0	0	0	0	0	178	0	0	178
Walehu 1	39	0	0	39	0	0	0	0	0	0	0	0	39	0	0	39
Walehu 2	109	0	0	109	0	0	0	0	0	0	0	0	109	0	0	109
Walehu 3	114	0	0	114	0	0	0	0	0	0	0	0	114	0	0	114
Walehu 4	97	0	0	97	0	0	0	0	0	0	0	0	97	0	0	97
Walohuli	593	0	0	593	0	0	0	0	0	0	0	0	593	0	0	593
TOTAL	1,265	0	0	1,265	65	0	0	65	75	0	0	75	1,405	0	0	1,405
EAST HAWAII																
Discovery Harbour	2	0	0	2	0	0	0	0	0	0	0	0	2	0	0	2
Kamaea	0	0	0	0	0	0	0	0	25	0	0	25	25	0	0	25
Kaunana	42	0	0	42	0	0	0	0	0	0	0	0	42	0	0	42
Keaukaha	473	0	0	473	0	0	0	0	0	0	0	0	473	0	0	473
Kurstown	3	0	0	3	0	0	0	0	0	0	0	0	3	0	0	3
Makuu	0	0	0	0	121	0	0	121	0	0	0	0	121	0	0	121
Panaewa	13	0	0	13	261	0	1	260	0	0	0	0	274	0	1	273
Piionoua	17	0	0	17	0	0	0	0	0	0	0	0	17	0	0	17
Puueo	0	0	0	0	12	0	0	12	0	0	0	0	12	0	0	12
University Heights	4	0	0	4	0	0	0	0	0	0	0	0	4	0	0	4
Waiakea	286	0	0	286	0	0	0	0	0	0	0	0	286	0	0	286
TOTAL	840	0	0	840	394	0	1	393	25	0	0	25	1,259	0	1	1,258
WEST HAWAII																
Honokala	0	0	0	0	0	0	0	0	24	0	0	24	24	0	0	24
Humuula	0	0	0	0	0	0	0	0	5	0	0	5	5	0	0	5
Kamoku	0	0	0	0	0	0	0	0	16	0	0	16	16	0	0	16
Kanlohalae	225	0	0	225	0	0	0	0	0	0	0	0	225	0	0	225
Kawaihae	191	0	0	191	0	0	0	0	1	0	0	1	192	0	0	192
Laiopua	283	0	0	283	0	0	0	0	0	0	0	0	283	0	0	283
Lalamilo	30	0	0	30	0	0	0	0	0	0	0	0	30	0	0	30
Nienie	0	0	0	0	0	0	0	0	21	0	0	21	21	0	0	21
Puukapu/Waimea/Kuhio Vil	116	0	0	116	110	0	0	110	215	0	0	215	441	0	0	441
Puupulehu	33	0	0	33	0	0	0	0	0	0	0	0	33	0	0	33
TOTAL	878	0	0	878	110	0	0	110	282	0	0	282	1,270	0	0	1,270
KAUAI																
Anahola	532	0	0	532	46	0	0	46	0	0	0	0	578	0	0	578
Hanapepe	47	0	0	47	0	0	0	0	0	0	0	0	47	0	0	47
Kekaha	117	0	0	117	0	0	0	0	0	0	0	0	117	0	0	117
Puu Opae	0	0	0	0	0	0	0	0	1	0	0	1	1	0	0	1
TOTAL	696	0	0	696	46	0	0	46	1	0	0	1	743	0	0	743
MOLOKAI																
Hoo'iehua	154	0	0	154	344	0	0	344	21	0	0	21	519	0	0	519
Kalamaula	165	0	0	165	71	0	0	71	3	0	0	3	239	0	0	239
Kapaakea	47	0	0	47	0	0	0	0	3	0	0	3	50	0	0	50
Moomomi	0	0	0	0	3	0	0	3	0	0	0	0	3	0	0	3
One Aili	27	0	0	27	0	0	0	0	0	0	0	0	27	0	0	27
TOTAL	393	0	0	393	418	0	0	418	27	0	0	27	838	0	0	838
LANAI																
Lanai	43	0	0	43	0	0	0	0	0	0	0	0	43	0	0	43
TOTAL	43	0	0	43	0	0	0	0	0	0	0	0	43	0	0	43
STATEWIDE TOTAL																
	8,455	0	0	8,455	1,093	0	1	1,092	410	0	0	410	9,958	0	1	9,957

HOMESTEAD AREA AND ISLANDWIDE APPLICATIONS WAITING LIST MONTHLY REPORT FOR THE MONTH ENDING
January 31, 2021

AREA WAITING LIST

DISTRICT AREA	RESIDENCE			AGRICULTURE			PASTURE			TOTAL
	Last Month	Add	Cancel	Last Month	Add	Cancel	Last Month	Add	Cancel	
Oahu District	940	0	0	0	0	0	0	0	0	940
Mau District	50	0	0	4	0	0	5	0	0	59
Hawaii District	130	0	0	28	0	0	46	0	0	204
Kauai District	51	0	0	3	0	0	27	0	0	81
Molokai District	20	0	0	18	0	0	1	0	0	39
TOTAL	1,191	0	0	53	0	0	79	0	0	1,323

ISLANDWIDE WAITING LIST

ISLAND	RESIDENCE			AGRICULTURE			PASTURE			TOTAL
	Last Month	Add	Cancel	Last Month	Add	Cancel	Last Month	Add	Cancel	
Oahu	9,946	15	7	3,819	8	3	3,824	0	0	13,778
Mau	3,812	8	2	4,669	4	0	4,673	0	0	9,106
Hawaii	5,781	19	7	7,248	17	4	7,261	2	1	14,943
Kauai	1,643	3	0	2,236	2	0	2,238	1	0	4,185
Molokai	820	1	1	1,079	1	0	1,080	0	0	2,104
Lanai	74	0	0	0	0	0	0	0	0	74
TOTAL	22,076	46	17	19,051	32	7	19,076	3,007	3	44,190

AREA AND ISLANDWIDE LISTS

AREA AND ISLANDWIDE LISTS	RES			AG			PAS			TOTAL			ADDITIONS			CANCELLATIONS												
	Last Month	Add	Cancel	Last Month	Add	Cancel	Last Month	Add	Cancel	Last Month	Add	Cancel	New Applications	Application Transfers	Lease Rescissions	App Reinstatements	HHC Adjustments	New Lease Awards	Application Transfers	Succ'd and Cancel Own	Public Notice Cancel	Voluntary Cancellations	Lease Successorships	HHC Adjustments	Dec'd No Successor	Additional Acgreage	NHQ Unqualified	
OAHU	10,894	3,824	0	3,824	0	0	14,718	69	0	0	0	1	69	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
MAUI	3,868	4,677	620	4,677	620	0	9,165	12	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HAWAII	5,923	7,289	1,935	7,289	1,935	0	15,147	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
KAUAI	1,697	2,241	328	2,241	328	0	4,266	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MOLOKAI	840	1,098	205	1,098	205	0	2,143	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LANAI	74	0	0	0	0	0	74	81	0	0	0	0	81	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	23,296	19,129	3,088	19,051	32	7	19,076	3,007	3	1	3,009	0	81	0	0	0	0	0	1	12	0	0	0	4	0	8	0	0

HOMESTEAD AREA AND ISLANDWIDE APPLICATIONS WAITING LIST MONTHLY REPORT FOR THE MONTH ENDING

January 31, 2021

	RESIDENCE			AGRICULTURE			PASTURE			TOTAL
	Last Month	Add	Cancel	Last Month	Add	Cancel	Last Month	Add	Cancel	
OAHU DISTRICT	163	0	0	0	0	0	0	0	0	163
Nanakuli	142	0	0	0	0	0	0	0	0	142
Waianae	0	0	0	0	0	0	0	0	0	0
Luaiualei	70	0	0	0	0	0	0	0	0	70
Pepakolea/Kewalo	565	0	0	0	0	0	0	0	0	565
Waimanalo	940	0	0	0	0	0	0	0	0	940
Subtotal Area	9,946	15	7	3,819	8	3	3,824	0	0	13,778
Islandwide	10,886	15	7	3,819	8	3	3,824	0	0	14,718
TOTAL OAHU APPS	10,886	15	7	3,819	8	3	3,824	0	0	14,718
MAUI DISTRICT	50	0	0	0	0	0	0	0	0	50
Paukukalo	0	0	0	4	0	0	4	0	0	4
Kula	50	0	0	4	0	0	4	0	0	54
Subtotal Area	3,812	8	2	4,669	4	0	4,673	5	0	59
Islandwide	3,862	8	2	4,673	4	0	4,677	615	0	9,106
TOTAL MAUI APPS	3,862	8	2	4,673	4	0	4,677	620	0	9,165
HAWAII DISTRICT	69	0	0	0	0	0	0	0	0	69
Keaukaha/Waiakea	0	0	0	16	0	0	16	0	0	16
Panewa	0	0	0	0	0	0	0	0	0	0
Hunua	16	0	0	0	0	0	0	0	0	16
Kawaihae	45	0	0	12	0	0	12	0	0	57
Waimea	130	0	0	28	0	0	28	46	0	204
Subtotal Area	5,781	19	7	7,248	17	4	7,261	1,888	2	14,943
Islandwide	5,911	19	7	7,276	17	4	7,289	1,934	2	15,147
TOTAL HAWAII APPS	5,911	19	7	7,276	17	4	7,289	1,934	2	15,147
KAUAI DISTRICT	43	0	0	3	0	0	3	20	0	66
Anahola	8	0	0	0	0	0	0	7	0	15
Kekaha/Puu Opae	51	0	0	3	0	0	3	27	0	81
Subtotal Area	1,643	3	0	2,236	2	0	2,238	300	1	4,185
Islandwide	1,694	3	0	2,239	2	0	2,241	327	1	4,266
TOTAL KAUAI APPS	1,694	3	0	2,239	2	0	2,241	327	1	4,266
MOLOKAI DISTRICT	4	0	0	0	0	0	0	0	0	4
Kalamaula	8	0	0	18	0	0	18	1	0	27
Hoolehua	7	0	0	0	0	0	0	0	0	7
Kapaakea	1	0	0	0	0	0	0	0	0	1
One Alii	20	0	0	18	0	0	18	1	0	39
Subtotal Area	820	1	1	1,079	1	0	1,080	204	0	2,104
Islandwide	840	1	1	1,097	1	0	1,098	205	0	2,143
TOTAL MOLOKAI APPS	840	1	1	1,097	1	0	1,098	205	0	2,143
LANAI DISTRICT	74	0	0	0	0	0	0	0	0	74
Islandwide	74	0	0	0	0	0	0	0	0	74
TOTAL LANAI APPS	74	0	0	0	0	0	0	0	0	74
TOTAL AREA ONLY	1,191	0	0	53	0	0	53	79	0	1,323
TOTAL ISLANDWIDE	22,076	46	17	19,051	32	7	19,076	3,007	3	44,190
TOTAL STATEWIDE	23,267	46	17	19,104	32	7	19,129	3,086	3	45,513

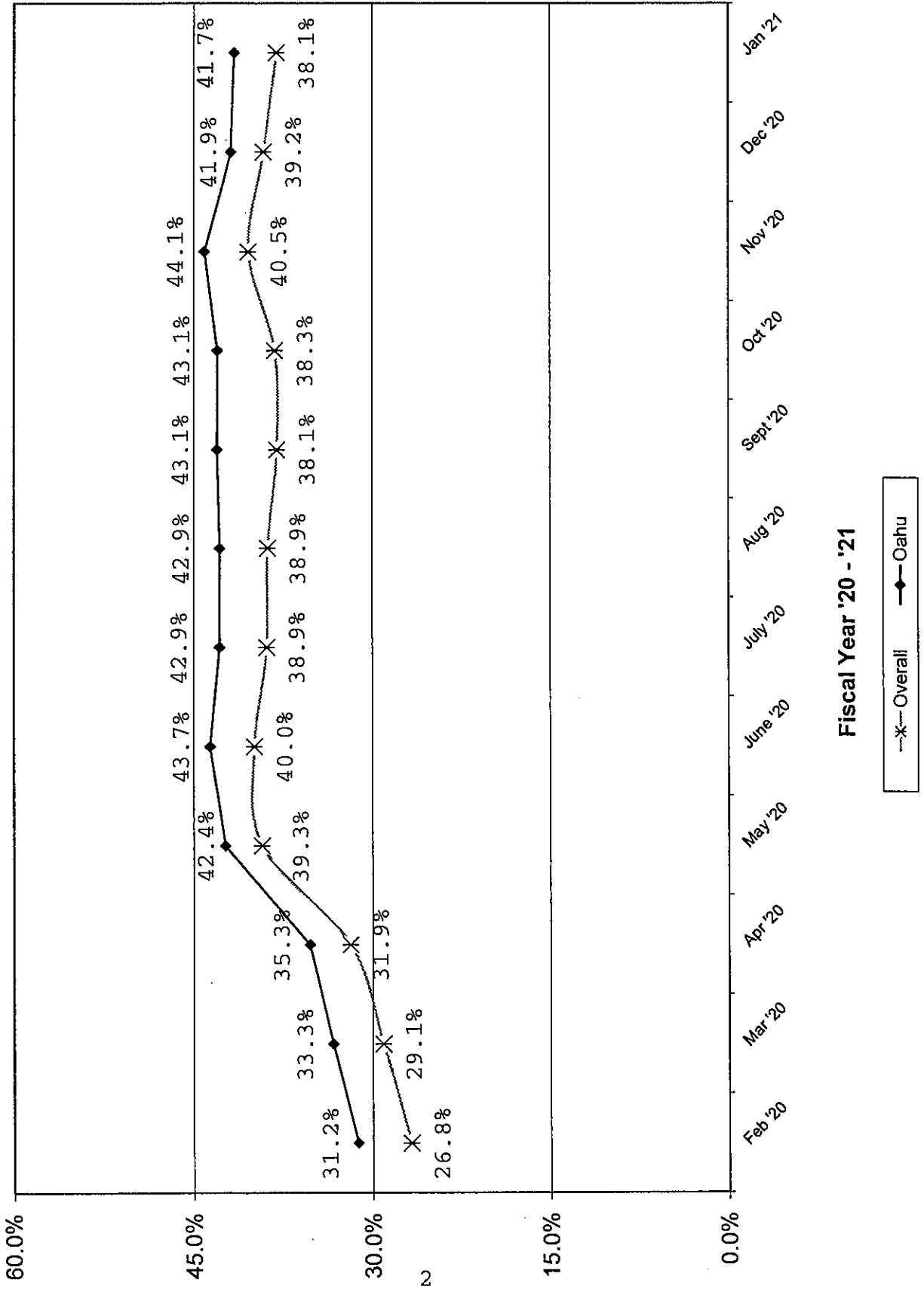
DELINQUENCY REPORT - STATEWIDE

February 16, 2021
(\$Thousands)

DIRECT LOANS	R I S K												% of Totals 1/31/2021						
	Total Outstanding			Total Delinquency			30 Days (low)			60 Days (Medium)				90 Days (High)			180 Days (Severe)		
	No.	Amt.	(000s)	No.	Amt.	(000s)	No.	Amt.	(000s)	No.	Amt.	(000s)		No.	Amt.	(000s)	No.	Amt.	(000s)
OAHU	394	37,315	158	15,544	15	1,108	5	557	46	3,582	92	10,297	40.1%	41.7%					
EAST HAWAII	211	12,734	91	6,164	9	333	3	182	29	1,433	50	4,216	43.1%	48.4%					
WEST HAWAII	84	8,664	15	1,513	2	160	3	295	4	410	6	649	17.9%	17.5%					
MOLOKAI	84	6,834	21	807	4	107	0	0	6	192	11	507	25.0%	11.8%					
KAUAI	96	7,492	32	2,290	6	494	3	215	13	572	10	1,008	33.3%	30.6%					
MAUI	92	12,314	46	6,207	4	298	1	41	12	1,131	29	4,737	50.0%	50.4%					
TOTAL DIRECT	961	85,353	363	32,525	40	2,500	15	1,290	110	7,319	198	21,415	37.8%	38.1%					
	100.0%		37.8%	38.1%	4.2%	2.9%	1.6%	1.5%	11.4%	8.6%	20.6%	25.1%							
Advances (including RPT)	241	7,683	241	7,683	0	0	0	0	241	7,683	100%	100%							
DHHL LOANS & Advances	1,202	93,036	604	40,208	40	2,500	15	1,290	351	15,002	198	21,415	50.2%	43.2%					
LOAN GUARANTEES as of June 30, 2020																			
SBA	2	102	0	0	0	0	0	0	0	0	0	0	0.0%	0.0%					
USDA-RD	300	33,639	56	6,790	0	0	0	0	56	6,790	18.7%	20.2%							
Habitat for Humanity	45	1,385	27	986	0	0	0	0	27	986	60.0%	71.2%							
Maui County	5	74	0	0	0	0	0	0	0	0	0.0%	0.0%							
Nanakuli NHS	1	7	1	7	0	0	0	0	1	7	100.0%	100.0%							
City & County	13	270	12	260	0	0	0	0	12	260	92.3%	96.3%							
FHA Interim	15	2,531	0	0	0	0	0	0	0	0	0.0%	0.0%							
OHA	9	22	2	9	0	0	0	0	2	9	22.2%	40.9%							
TOTAL GUARANTEE	390	38,030	98	8,052	0	0	0	0	98	8,052	25.1%	21.2%							
PMI Loans	161	23,625	5	908	0	0	2	433	3	475	3.1%	3.8%							
HUD REASSIGNED for Recovery	154	18,773	133	17,289	2	193	1	79	7	514	86.4%	92.1%							
FHA Insured Loans	2,834	475,967	348	58,058	0	0	0	0	348	58,058	12.3%	12.2%							
TOTAL INS. LOANS	3,149	518,365	486	76,255	2	193	3	512	358	59,047	15.4%	14.7%							
OVERALL TOTALS(EXC Adv/RP)	4,500	641,748	947	116,832	42	2,693	18	1,801	566	74,418	321	37,918	21.0%	18.2%					
ADJUSTED TOTALS	4,741	649,431	1,188	124,515	42	2,693	18	1,801	807	82,101	321	37,918	19.2%	19.2%					

Note: HUD 184A loan program has 531 loans, with a total outstanding principal balance of \$116,367,560 as of June 30, 2020. 45 Loans, totaling \$10,558,792 are delinquent.

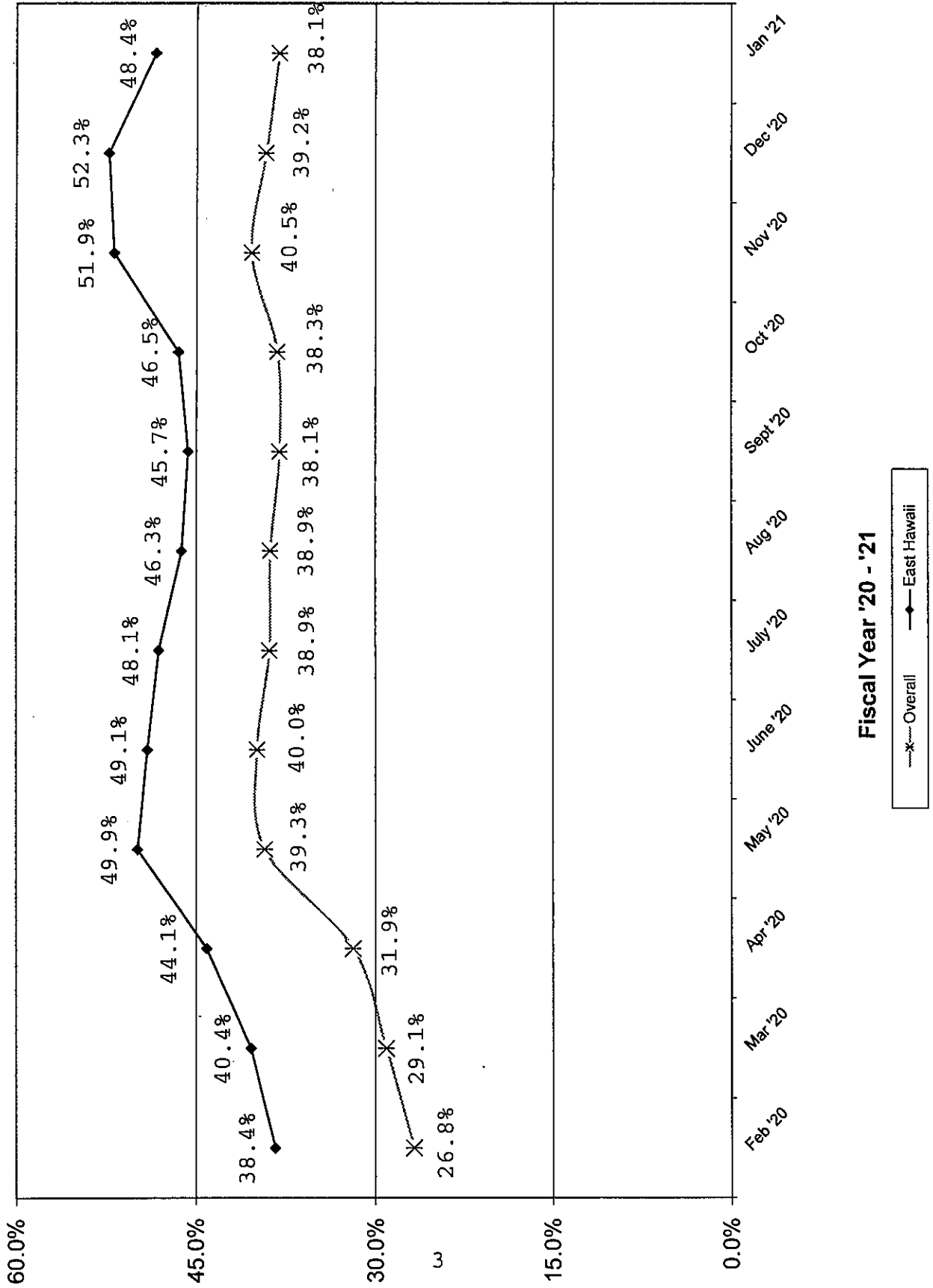
OAHU
Direct Loans
Delinquency Ratio Report



Fiscal Year '20 - '21

--x-- Overall --◆-- Oahu

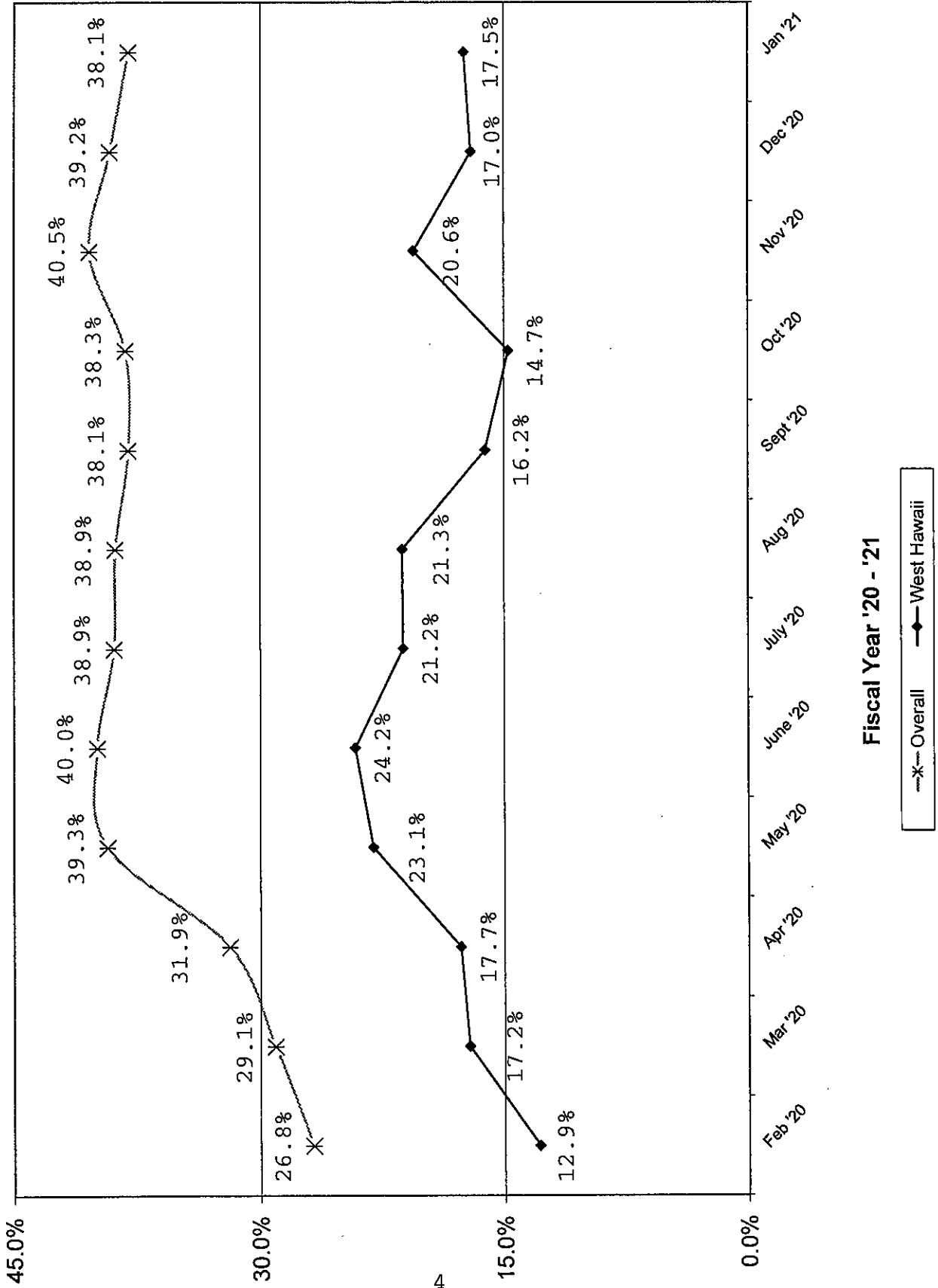
**EAST HAWAII
Direct Loans
Delinquency Ratio Report**



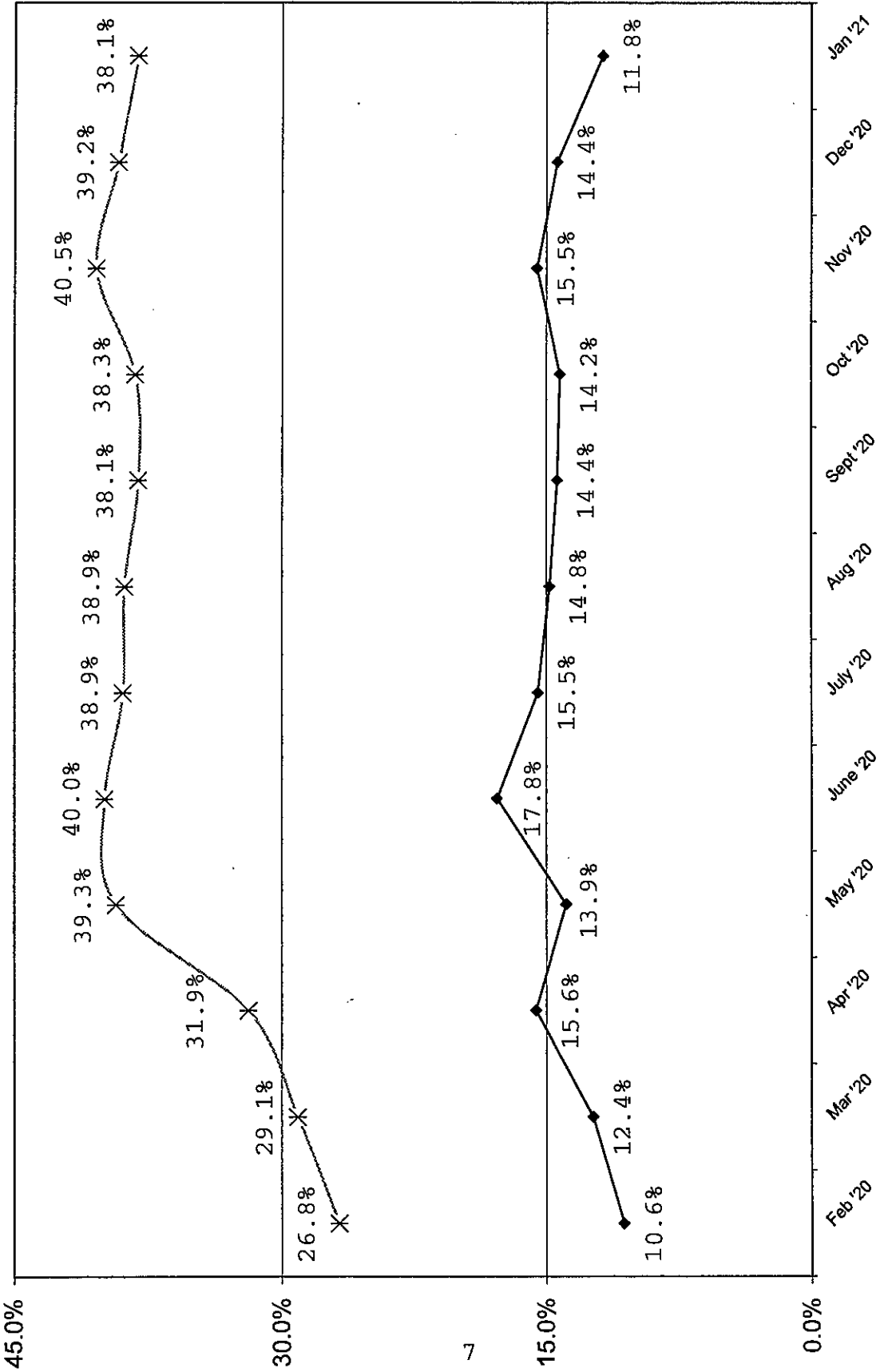
Fiscal Year '20 - '21

---*--- Overall —◆— East Hawaii

**WEST HAWAII
Direct Loans
Delinquency Ratio Report**



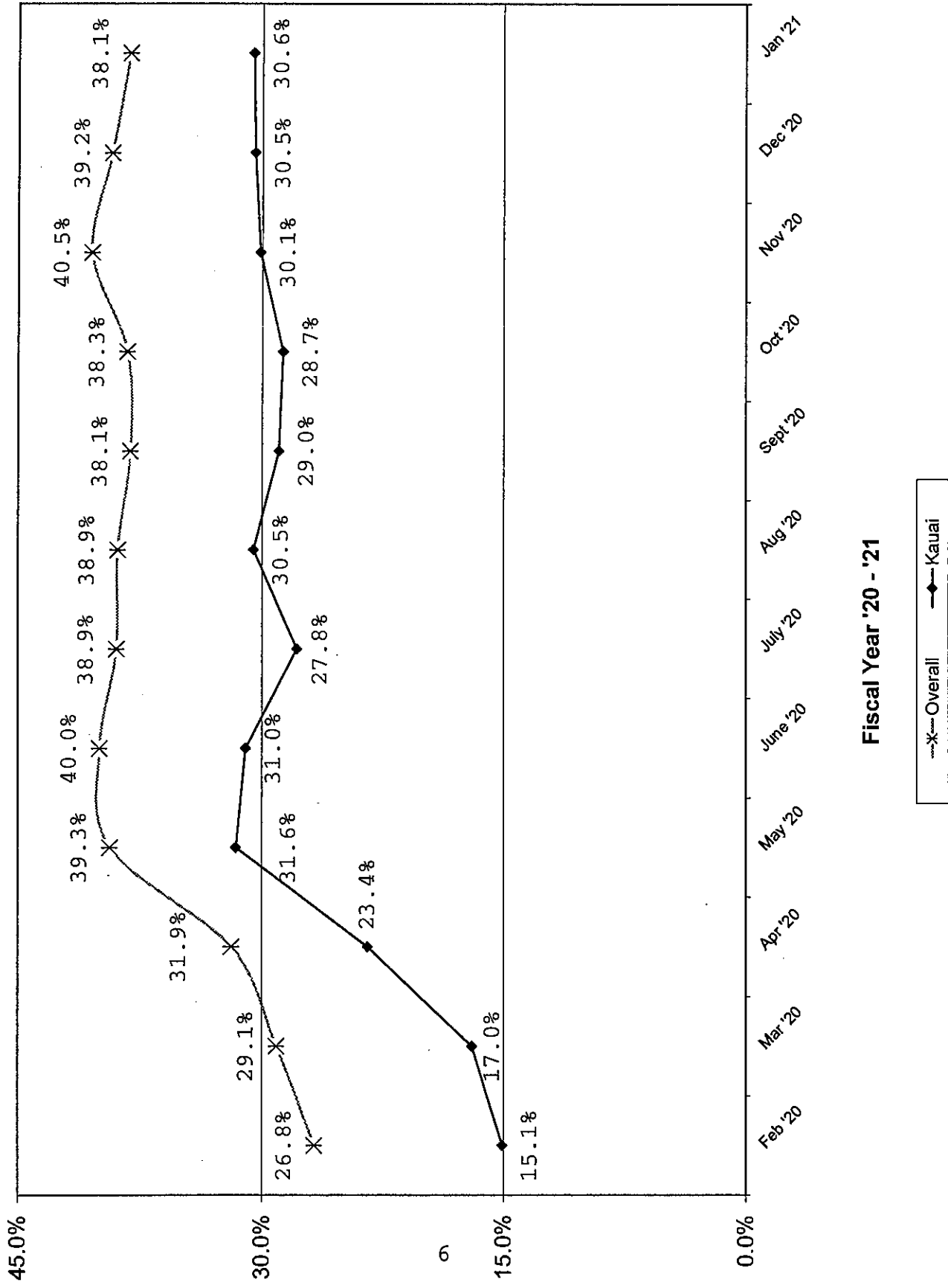
MOLOKAI
Direct Loans
Delinquency Ratio Report



Fiscal Year '20 - '21

---x--- Overall ---◆--- Molokai

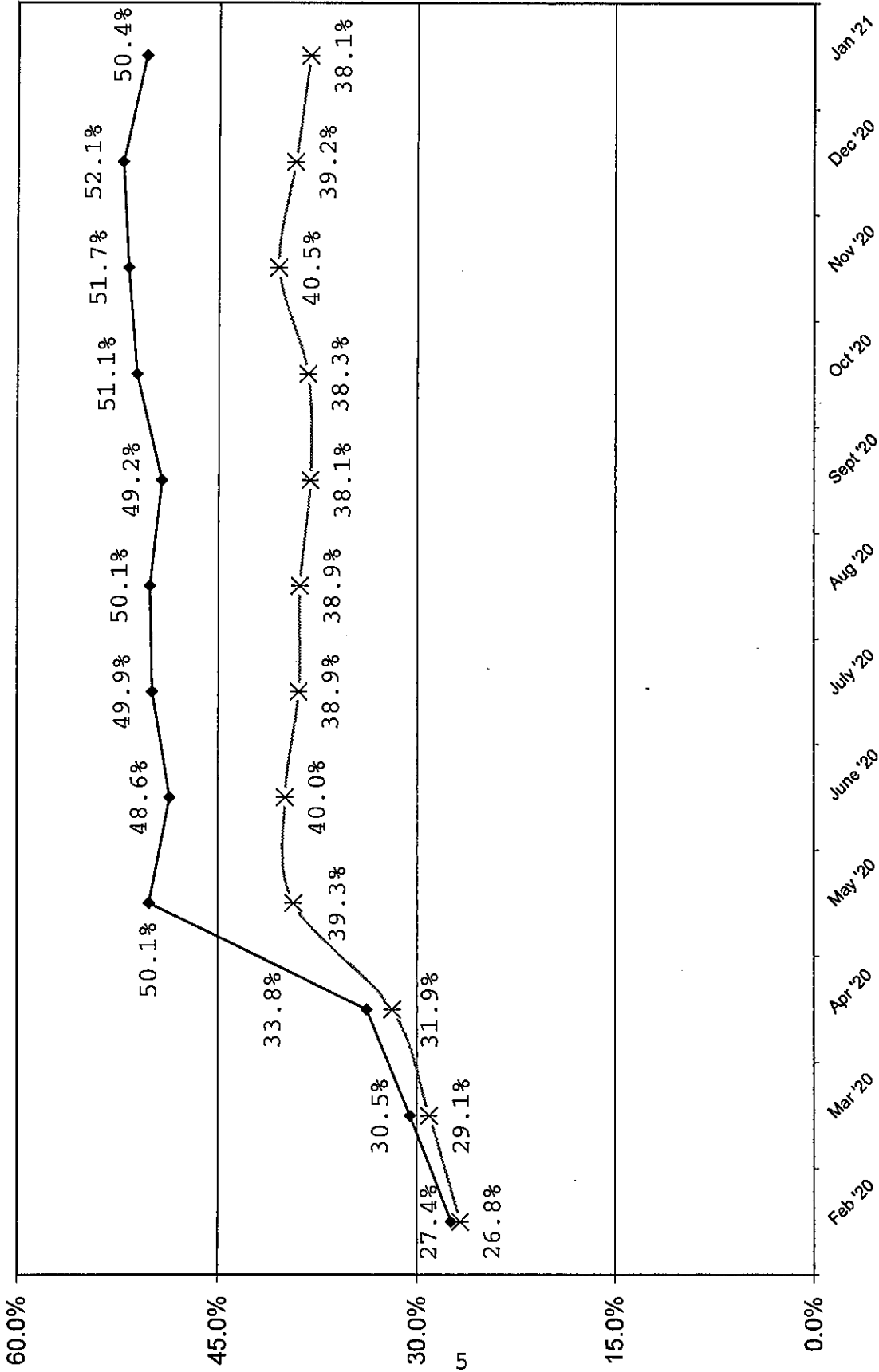
KAUAI
Direct Loans
Delinquency Ratio Report



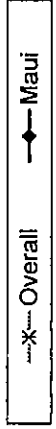
Fiscal Year '20 - '21

---x--- Overall ---◆--- Kauai

MAUI
Direct Loans
Delinquency Ratio Report





Fiscal Year '20 - '21



STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

February 16, 2021

TO: Chairman and Members, Hawaiian Homes Commission
THRU: Juan Garcia, HSD Administrator 
Homestead Services Division
FROM: Dean Oshiro, Loan Services Branch Manager 
SUBJECT: **Ratification of Loan Approvals**

RECOMMENDED MOTION/ACTION

To ratify the approval of the following loan previously approved by the Chairman, pursuant to section 10-2-17, Ratification of Chairman's action, of the Department of Hawaiian Home Lands Administrative Rules.

<u>LESSEE</u>	<u>LEASE NO. & AREA</u>	<u>LOAN TERMS</u>
Kalama-Kaneshiro, Alaka'i Y.	6014, Kekaha	NTE \$142,500 @ 4.5% interest per annum, NTE \$876 monthly, repayable over 21 years

Loan Purpose: Refinance Contract of Loan No. 18545 to the successor-lessee and to reduce the interest rate. Original loan amount of \$153,044 at 6.5% per annum, \$1,092 monthly, repayable over 22 years. A contested case hearing for the decedent was held on July 23, 2014.

<u>LESSEE</u>	<u>LEASE NO. & AREA</u>	<u>LOAN TERMS</u>
Matsuyama, Tainato D.K. & Arron J.L.	9383, Kaniohale	NTE \$61,800 @ 4.5% interest per annum, NTE \$768 monthly, repayable over 8 years

Loan Purpose: Refinance HUD buyback Loan No. 18987 in conjunction with a lease assignment to add a co-lessee and to reduce the interest rate. Original loan amount of \$94,710 at 8.375% per annum, \$720 monthly, repayable over 30 years. A contested case hearing for this account was held on March 25, 2014.

Allosada-Singson, Maraynalynn	9492, WK - II	NTE \$112,000 @ 4.5% interest per annum, NTE \$568 monthly, repayable over 30 years
----------------------------------	---------------	--

Loan Purpose: Refinance HUD buyback Loan No. 18795 to bring account current and to reduce the interest rate. Original loan amount of \$117,245 at 7.5% per annum, \$820 monthly, repayable over 30 years. A contested case hearing for this account held on November 21, 2017.

<u>REFINANCE</u>	<u>NO.</u>	<u>LOAN AMOUNT</u>
FY Ending 6/30/20	4	\$ 560,760
Prior Months	2	303,200
This Month	3	316,300
Total FY '20-'21	5	\$ 619,500
<u>REPAIR</u>	<u>NO.</u>	<u>LOAN AMOUNT</u>
FY Ending 6/30/20	0	\$ -0-
Prior Months	0	-0-
This Month	0	-0-
Total FY '20-'21	0	\$ -0-
<u>HOME CONSTRUCTION</u>	<u>NO.</u>	<u>LOAN AMOUNT</u>
FY Ending 6/30/20	0	\$ -0-
Prior Months	2	555,500
This Month	0	-0-
Total FY '20-'21	2	\$ 555,500
<u>FARM</u>	<u>NO.</u>	<u>LOAN AMOUNT</u>
FY Ending 6/30/20	0	\$ -0-
Prior Months	0	-0-
This Month	0	-0-
Total FY '20-'21	0	\$ -0-
<u>TRANSFER WITH LOAN</u>	<u>NO.</u>	<u>LOAN AMOUNT</u>
FY Ending 6/30/20	0	\$ -0-
Prior Months	0	-0-
This Month	0	-0-
Total FY '20-'21	0	\$ -0-
<u>AWARD</u>	<u>NO.</u>	<u>LOAN AMOUNT</u>
FY Ending 6/30/20	4	\$ 491,818
Prior Months	1	290,000
This Month	0	-0-
Total FY '20-'21	1	\$ 290,000
<u>OTHER</u>	<u>NO.</u>	<u>LOAN AMOUNT</u>
FY Ending 6/30/20	0	\$ -0-
Prior Months	0	-0-
This Month	0	-0-
Total FY '20-'21	0	\$ -0-

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

February 16, 2020

TO: Chairman and Members, Hawaiian Homes Commission
THROUGH: Juan Garcia, HSD Administrator
Homestead Services Division
FROM: Dean Oshiro, Loan Services Manager
SUBJECT: **Approval of Consent to Mortgage**



RECOMMENDED MOTION/ACTION

To approve the following consents to mortgages for Federal Housing Administration (FHA) insured loans, Department of Veterans Affairs (VA) loans, United States Department of Agriculture, Rural Development (USDA, RD) guaranteed loans, United States Housing and Urban Development (HUD 184A) guaranteed loans and Conventional (CON) loans insured by private mortgage insurers.

DISCUSSION

<u>PROPERTY</u>	<u>LESSEE</u>	<u>LENDER</u>	<u>LOAN AMOUNT</u>
<u>OAHU</u>			
Kewalo Lease No. 2214 TMK: 1-2-5-022:031	SAITO, Doreen K. K. (Streamline) FHA	Guild Mortgage	\$ 180,000
Kanehili Lease No. 12640 TMK: 1-9-1-151:037	MAIKUI, Harry K., Jr. (Cash Out Refi) FHA	Freedom Mortgage Corp.	\$ 342,000
Princess Kahanu Estates Lease No. 8408 TMK: 1-8-7-043:051	DUARTE, Susan K. (Cash Out Refi) FHA	HomeStreet Bank	\$ 290,000

OAHU

Nanakuli Lease No. 7825 TMK: 1-8-9-016:039	MOSES, Cid D. (Cash Out Refi) FHA	HomeStreet Bank	\$ 200,000
Kaupea Lease No. 11920 TMK: 1-9-1-139:161	LEAO, Leolani S. (Streamline)FHA	Guild Mortgage	\$ 297,652
Kalawahine Lease No. 2159 TMK: 1-2-4-043:056	MCSHANE-PADILLA, Chalet A. U. (Cash Out Refi) FHA	Mid America Mortgage Inc.	\$ 375,000
Kanehili Lease No. 12561 TMK: 1-9-1-153:030	ESTRELLA, Lee Ann K. (Cash Out Refi) FHA	Mid America Mortgage Inc.	\$ 248,000
Kaupea Lease No. 11978 TMK: 1-9-1-140:143	BROWN, Francis T. K. (Cash Out Refi) FHA	Mid America Mortgage Inc.	\$ 250,000
Maluohai Lease No. 9791 TMK: 1-9-1-119:059	CAMELLO, Aileen L. (Cash Out Refi) FHA	Mid America Mortgage Inc.	\$ 152,000
Waimanalo Lease No. 8774 TMK: 1-4-1-038:010	KALAKAU, William K., IV (Cash Out Refi) FHA	HomeBridge Financial Services, Inc.	\$ 250,000
Maluohai Lease No. 9821 TMK: 1-9-1-119:052	HANAWAHINE, Newton (Rate & Term Refi) FHA	HighTechLen- ding Inc.	\$ 363,300
Kanehili Lease No. 12566 TMK: 1-9-1-153:128	PAIKAI, Kawailehua K. H. (Cash Out Refi) HUD 184A	HomeStreet Bank	\$ 368,145

ITEM NO. D-3

OAHU

Waimanalo Lease No. 3672 TMK: 1-4-1-029:071	HANAWAHINE, Bryan D. & HANAWAHINE, Moana M. (Cash Out Refi) HUD 184A	HomeStreet Bank	\$ 126,250
Maluohai Lease No. 12748 TMK: 1-9-1-119:121	SHELDON, Douglas K. (Cash Out Refi) FHA	Mid America Mortgage Inc.	\$ 326,000
Kanehili Lease No. 11888 TMK: 1-9-1-153:175	PAKELE, Lisa L. (Cash Out Refi) FHA	HighTechLen- ding Inc.	\$ 459,834
Kanehili Lease No. 11771 TMK: 1-9-1-153:082	TUINEI, Jadeen K. (Cash Out Refi) FHA	Freedom Mortgage Corp.	\$ 462,000
Waimanalo Lease No. 736 TMK: 1-4-1-016:012	ALBINIO, Peter K. P., Jr. (Cash Out Refi) FHA	HomeStreet Bank	\$ 337,000
Lualualei Lease No. 5642 TMK: 1-8-6-023:028	MEYERS, Carl A. K. (Cash Out Refi) FHA	HomeStreet Bank	\$ 389,250
Kaupea Lease No. 11428 TMK: 1-9-1-139:077	ELLIOTT, Debbie-Deene K. (Cash Out Refi) FHA	HomeStreet Bank	\$ 200,000
Nanakuli Lease No. 2932Z TMK: 1-8-9-003:008	BALLENTI, Jolyn (Cash Out Refi) FHA	HomeStreet Bank	\$ 150,000
Kaupea Lease No. 12086 TMK: 1-9-1-140:059	KELIIWAIWAIIOLE, Olsen K. (Cash Out Refi) FHA	HomeStreet Bank	\$ 300,000

ITEM NO. D-3

OAHU

Nanakuli Lease No. 6549 TMK: 1-8-9-004:151	MEDEIROS, Leland Carlos, Jr. (Purchase)FHA	HomeStreet Bank	\$ 175,000
Kalawahine Lease No. 9637 TMK: 1-2-4-043:037	PAKAULA, Thomas S. (Cash Out Refi) FHA	Bank of Hawaii	\$ 399,250
Waimanalo Lease No. 3993 TMK: 1-4-1-030:046	AKIONA, Brandee K. M. (Rate & Term Refi) HUD 184A	HomeStreet Bank	\$ 520,655
Nanakuli Lease No. 4738 TMK: 1-8-9-010:027	KEKAULA-VAN GIESON, Lilinoe L. A. (203k Purchase) FHA	HomeStreet Bank	\$ 337,188
Kaupea Lease No. 12144 TMK: 1-9-1-140:035	WHITE, Isaac E. (Rate & Term Refi) FHA	loanDepot.c- om, LLC	\$ 350,464
Waimanalo Lease No. 2816 TMK: 1-4-1-019:027	LOPES, Angela K. (Cash Out Refi) FHA	loanDepot.c- om, LLC	\$ 250,000
Ka`uluokah`i Lease No. 12478 TMK: 1-9-1-017:088	BONN, Lyan L. (Streamline)HUD 184A	HomeStreet Bank	\$ 334,466
Princess Kahanu Estates Lease No. 8518 TMK: 1-8-7-042:133	NIHOA, Lawrence M., Jr. (Cash Out Refi) FHA	HomeStreet Bank	\$ 177,498

ITEM NO. D-3

OAHU

Nanakuli Lease No. 9680 TMK: 1-8-9-017:041	MOLETA, Josette A. (Cash Out Refi) FHA	HomeStreet Bank	\$ 110,000
Kanehili Lease No. 12586 TMK: 1-9-1-153:135	DUNCAN, Bradley W. K. (Cash Out Refi) FHA	HomeStreet Bank	\$ 415,200
Ka`uluokah`i Lease No. 12928 TMK: 1-9-1-017:110	AH SUI, Dariess (Purchase)USDA RD	Guild Mortgage	\$ 355,000
Ka`uluokah`i Lease No. 12930 TMK: 1-9-1-017:110	LANE, Paulette (Purchase)FHA	Guild Mortgage	\$ 320,000
Ka`uluokah`i Lease No. 12926 TMK: 1-9-1-017:110	LORENZO, Elizabeth (Purchase)FHA	Guild Mortgage	\$ 370,000
Ka`uluokah`i Lease No. 12351 TMK: 1-9-1-017:088	CASTRO, Tammy (Purchase)FHA	Bank of Hawaii	\$ 413,472
Ka`uluokah`i Lease No. 12923 TMK: 1-9-1-017:110	GORA, Melissa-Ann (Purchase)FHA	Bank of Hawaii	\$ 325,745
Ka`uluokah`i Lease No. 12931 TMK: 1-9-1-017:110	MOKIAO, William, III (Purchase)FHA	HomeStreet Bank	\$ 400,000
Ka`uluokah`i Lease No. 12950 TMK: 1-9-1-017:110	HOLT, Marivelena (1 Step Construction) FHA	HomeStreet Bank	\$ 360,525

ITEM NO. D-3

OAHU

Ka`uluokah`i Lease No. 12842 TMK: 1-9-1-017:110	HANOHANO, Robert (Streamline) HUD 184A	HomeStreet Bank	\$ 350,470
Waimanalo Lease No. 1991 TMK: 1-4-1-016:073	HUIHUI, Valentine N. Jr. (Cash Out Refi) FHA	Mann Mortgage LLC	\$ 236,000
Kalawahine Lease No. 9593 TMK: 1-2-4-043:010	SPINNEY, Kealoha C. (Streamline)FHA	Mid America Mortgage Inc.	\$ 168,000
Nanakuli Lease No. 306 TMK: 1-8-9-005:109	NAHULU, G. Analika (Cash Out Refi) FHA	Mid America Mortgage Inc.	\$ 162,000
Kanehili Lease No. 11890 TMK: 1-9-1-152:032	FIGUEROA, James C. Jr. (Streamline)FHA	Mid America Mortgage Inc.	\$ 258,000
Kanehili Lease No. 12595 TMK: 1-9-1-153:123	AKUI, Marissa K. (Cash Out Refi) FHA	Bank of Hawaii	\$ 367,000
Waimanalo Lease No. 2636 TMK: 1-4-1-017:020	KALEIOHI, Rose Marie N. (Rate & Term Refi) FHA	HighTechLen- ding Inc.	\$ 525,487
Kaupea Lease No. 12101 TMK: 1-9-1-140:084	CASTILLO, Frederick M. (Rate & Term Refi) FHA	Guild Mortgage	\$ 350,000

KAUAI

Anahola Lease No. 6520 TMK: 4-4-8-021:002	KAAUMOANA, Joseph (Cash Out Refi) FHA	Guild Mortgage	\$ 196,000
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HAWAII

Keaukaha Lease No. 5054 TMK: 3-2-1-023:162	HANSON, Marcus Allan M. (Cash Out Refi) FHA	Mid America Mortgage Inc.	\$ 193,000
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Kaniohale Lease No. 9315 TMK: 3-7-4-023:002	DUDOIT, Crystal L. (Cash Out Refi) FHA	Mid America Mortgage Inc.	\$ 252,000
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Keaukaha Lease No. 1192A TMK: 3-2-1-020:087	KAMAKAHI, Darling C. (Cash Out Refi) FHA	Mid America Mortgage Inc.	\$ 172,000
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Panaewa Lease No. 5372 TMK: 3-2-2-061:066	LONGAKIT, Laenette N. (Streamline) FHA	Mid America Mortgage Inc.	\$ 252,000
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Waimea Lease No. 4193A TMK: 3-6-4-008:022	WILLS, Celeste E. (Cash Out Refi) FHA	Mid America Mortgage Inc.	\$ 245,000
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Kaniohale Lease No. 9255 TMK: 3-7-4-022:042	WALKER, Samuel F. Sr. (Streamline) FHA	Mid America Mortgage Inc.	\$ 163,000
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Kaniohale Lease No. 9364 TMK: 3-7-4-023:051	LLANES, Edwina K. (Purchase) FHA	Mid America Mortgage Inc.	\$ 133,000
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Keaukaha Lease No. 9646 TMK: 3-2-1-022:073	CRUM, Kainoa A. (Purchase) FHA	Mid America Mortgage Inc.	\$ 283,000
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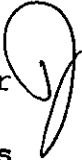
ITEM NO. D-3

<u>RECAP</u>		<u>FHA</u> <u>AMOUNT</u>		<u>VA</u> <u>AMOUNT</u>
	<u>NO.</u>		<u>NO.</u>	
FY Ending 6/30/20	295	\$ 94,516,967	18	\$ 7,261,256
Prior Months	334	\$ 109,798,657	11	\$ 3,808,732
This Month	55	15,860,679	0	0
Total FY '20-'21	<u>389</u>	<u>\$ 125,659,336</u>	<u>11</u>	<u>\$ 3,808,732</u>
		<u>HUD 184A</u> <u>AMOUNT</u>		<u>USDA-RD</u> <u>AMOUNT</u>
FY Ending 6/30/20	61	\$ 18,080,394	12	\$ 3,322,000
Prior Months	33	\$ 10,211,203	9	\$ 3,841,000
This Month	7	2,299,026	1	355,000
Total FY '20-'21	<u>40</u>	<u>\$ 12,510,229</u>	<u>10</u>	<u>\$ 4,196,000</u>

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

February 16, 2021

TO: Chairman and Members, Hawaiian Homes Commission
THRU: Juan Garcia, HSD Administrator 
Homestead Services Division
FROM: Dean Oshiro, Loan Services Branch Manager 
SUBJECT: **Approval of Streamline Refinance of Loans**

RECOMMENDED MOTION/ACTION

To approve the refinancing of loans from the Hawaiian Home General Loan Fund.

DISCUSSION

The following lessees have met the "Streamline/Interest rate reduction loan" criteria, which was approved by the Hawaiian Homes Commission at its August 19, 2013 meeting. This criteria includes twelve (12) consecutive monthly payments, borrower's current interest rate is higher than the current DHHL interest rate, current with their Homeowners Insurance, Real Property Tax, Lease Rent, county sewer/refuse fees, and does not have any advances made by DHHL on the borrowers behalf.

HSD's recommendation for approval is based on actual payment history, over the past twelve (12) months and the review of the above-mentioned criteria. Streamline/Interest Rate Loan refinancing will provide lessees a chance to simply reduce their interest rate and payments without DHHL having to credit and/or income qualify the borrower.

The following lessee(s) has met the aforementioned criteria and is recommended for Streamline/Interest rate reduction loan refinance program:

<u>LESSEE</u>	<u>LEASE NO. & AREA</u>	<u>REFINANCING LOAN TERMS</u>
Cockett, April M.	5930, WK - I	NTE \$147,500 @4.5% interest per annum, NTE \$748 monthly, repayable over 30 years.

Loan Purpose: Refinance Contract of Loan No. 18826. Original loan amount of \$162,105 at 6.5% per annum, \$1,037 monthly, repayable over 29 years. A Contested Case Hearing was not held for this account.

Ellis, Steven J.	9676, Nanakuli	NTE \$95,720 @4.5% interest per annum, NTE \$485 monthly, repayable over 30 years.
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Loan Purpose: Refinance Contract of Loan No. 17224. Original loan amount of \$97,928 at 8.5% per annum, \$753 monthly, repayable over 30 years. A Contested Case Hearing was held on January 28, 2020 for this account.

Balbin, Ruth Ann P.	11380, Kaupea	NTE \$265,000 @4.5% interest per annum, NTE \$1,345 monthly, repayable over 30 years.
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Loan Purpose: Refinance Contract of Loan No. 18491. Original loan amount of \$236,868 at 6.5% per annum, \$1,498 monthly, repayable over 30 years. A Contested Case Hearing was held on February 21, 2018, for this account.

LESSEE

LEASE NO. & AREA

REFINANCING LOAN TERMS

Transfiguracion,
Stuart I.

11933, Kaupea


NTE \$268,800 @4.5%
interest per annum, NTE
\$1,393 monthly, repayable
over 30 years.

Loan Purpose: Refinance Contract of Loan No. 19290.
Original loan amount of \$247,500 at
5.75% per annum, \$1,444 monthly,
repayable over 30 years. A Contested
Case Hearing was not held for this
account.

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

February 16, 2021

TO: Chairman and Members, Hawaiian Homes Commission
THROUGH: Juan Garcia, HSD Administrator
FROM: Nicole F. Bell, Specialist V 
Application Branch, Homestead Services Division
SUBJECT: **Approval of Homestead Application Transfers/Cancellations**

RECOMMENDED MOTION/ACTION

To approve the transfers and cancellations of applications from the Application Waiting Lists for reasons described below:

DISCUSSION

1. Requests of Applicants to Transfer

OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

WOODS, George A.	08/13/2003	LANAI	RES	12/17/2020
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2. Deceased Applicants

PAPAKOLEA/KEWALO AREA / OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

ANDERS, Emma A.	PN 11/2014			06/29/1962
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WAIANA E AREA / OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

FINCH, Charlene M.	PN 11/2014			07/02/1975
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OAHU ISLANDWIDE AGRICULTURAL LEASE LIST

AHSING, Lawrence K.	PN 11/2014			02/27/2004
FRANKLIN, Evelyn J.	PN 11/2014			09/16/1985

JUAREZ, Loretta M.	PN 11/2014	06/02/2006
LOGAN, Roland M.	PN 11/2018	03/06/1986

OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

ALMEIDA, Vivian N.	PN 11/2014	01/31/2005
FRANKLIN, Evelyn J.	PN 11/2014	09/16/1985
GOMEZ, Shirley Ann K.	PN 11/2014	09/05/1986
JUAREZ, Loretta M.	PN 11/2014	06/02/2006

HAWAII ISLANDWIDE AGRICULTURAL LEASE LIST

GOMEZ, Shirley Ann K.	PN 11/2014	09/05/1986
YAMADA, Garry L.	PN 11/2014	06/03/1986

HAWAII ISLANDWIDE PASTORAL LEASE LIST

FINCH, Charlene M.	PN 11/2014	09/07/1999
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HAWAII ISLANDWIDE RESIDENTIAL LEASE LIST

KOCH, Helen K.B.	Applicant's date of death occurred while the 8/1/1985 amendment of the HAR section 10-3-8 was in effect. This version of the rule precedes the current 10/26/1998 amendment, which allows for qualified successors to participate in the Public Notice process. Remove application dated 10/13/1995.	
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YAMADA, Garry L.	PN 11/2014	06/03/1986
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KAUAI ISLANDWIDE AGRICULTURAL LEASE LIST

KAKALIA, Earl K., Sr.	PN 11/2014	09/24/1986
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KAUAI ISLANDWIDE RESIDENTIAL LEASE LIST

KAKALIA, Earl K., Sr. PN 11/2014 09/24/1986

3. Awards of Leases

OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

KAHOOKELE, Shawn K. Assigned Residential Lease #3549,
Lot 26 in Nanakuli, Oahu dated
12/11/2020. Remove application
dated 01/14/1997.

POLLACK, Lovee Ann I. Assigned Residential Lease #12905,
Lot 18539 in Kanehili, Oahu dated
12/15/2020. Remove application
dated 05/21/1986.

MAUI ISLANDWIDE RESIDENTIAL LEASE LIST

KAHOOKELE, John K. Assigned Residential Lease #3549,
Lot 26 in Nanakuli, Oahu dated
12/11/2020. Remove application
dated 11/28/1986.

HAWAII ISLANDWIDE RESIDENTIAL LEASE LIST

DAVIS, Carol L.S. Assigned Residential Lease #4932,
Lot 74-B in Kuhio Village, Hawaii
dated 12/08/2020. Remove
application dated 05/15/1986.

TREMAINE, Barbara K. Assigned Residential Lease #10763,
UNDV137 in Laiopua, Hawaii dated
10/27/2020. Remove application
dated 11/01/1995.

LANAI ISLANDWIDE RESIDENTIAL LEASE LIST

DETILLION, Leimomi A. Assigned Residential Lease #12878,
Lot 9 in Lanai City, Hawaii dated
12/16/2020. Remove application
dated 08/22/2005.

4. Native Hawaiian Qualification

NONE FOR SUBMITTAL

5. Voluntary Cancellation

HAWAII ISLANDWIDE AGRICULTURAL LEASE LIST

KUHEANA, George H. Cancel application dated
04/04/1989 at the request of
applicant received on 01/04/2021.

HAWAII ISLANDWIDE RESIDENTIAL LEASE LIST

KUHEANA, George H. Cancel application dated
04/04/1989 at the request of
applicant received on 01/04/2021.

6. Successorship

MAUI ISLANDWIDE AGRICULTURAL LEASE LIST

BAISA, Janice B.K. Succeeded to Maui Islandwide
Agricultural application of
spouse, Elliott G. Baisa, dated
03/02/1987. Remove application
dated 10/29/2003.

MAUI ISLANDWIDE RESIDENTIAL LEASE LIST

POLIDO, Renee L.

Succeeded to Maui Islandwide Residential application of parent, Bette K. Purdy, dated 03/02/2005. Remove application dated 01/31/2020.

TABOCOL, Haunani L.

Succeeded to Oahu Islandwide Residential application of parent, Moana B. Aiwohi, dated 02/10/1986. Remove application dated 06/30/1995.

MOLOKAI ISLANDWIDE RESIDENTIAL LEASE LIST

AIPOLANI, Jason R.K.

Succeeded to Oahu Islandwide Residential application of parent, Marie L. Aipolani, dated 02/15/1978. Remove application dated 03/18/1991.

7. Additional Acreage

NONE FOR SUBMITTAL

8. HHC Adjustments


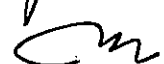
NONE FOR SUBMITTAL

Last Month's Transaction Total	25
Last Month's Cumulative FY 2020-2021 Transaction Total	263
Transfers from Island to Island	1
Deceased	17
Cancellations:	
Awards of Leases	6
NHQ	0
Voluntary Cancellations	2
Successorship	4
Additional Acreage	0
HHC Adjustments	0
This Month's Transaction Total	30
This Month's Cumulative FY 2020-2021 Transaction Total	293

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

February 16, 2021

TO: Chairman and Members, Hawaiian Homes Commission
THROUGH: Juan Garcia, HSD Administrator 
FROM: Nicole F. Bell, Specialist V 
Application Branch, Homestead Services Division
SUBJECT: **Commission Designation of Successors to Application Rights - Public Notice 2013**

RECOMMENDED MOTION/ACTION

To designate the following individuals as successors to the application rights of deceased applicants who did not name a qualified successor.

DISCUSSION

The following qualified applicants passed away on or after October 26, 1998, without naming qualified successors. Pursuant to 10-3-8(c) of the *Hawaii Administrative Rules*, a public notice listing the names of deceased applicants and calling for possible successors to their application rights was published in the Honolulu Star-Advertiser, The Maui News, Hawaii Tribune Herald, West Hawaii Today, and The Garden Island on the last two consecutive Sundays of November for the year the Department received notification. Requests to succeed to the decedents' application rights were submitted within the required 180 days following the last date of publication. Prospective successors were the sole respondents and are deemed by the Department to have met the requirements of successorship, including the verification of native Hawaiian blood quantum according to section 10-3-8(b) of the *Hawaii Administrative Rules*. HSD recommends approval of the following designees:

1a. Deceased Applicant: Edward J. Akau
 Date of death: January 12, 2005
 Successor to app rights: Leonard J. Akau
 Relationship to decedent: Child
 Island: Hawaii
 Type: Islandwide Agricultural
 Date of Application: October 21, 1986
 Date of Public Notice: November, 2013

1b. Island: Hawaii
 Type: Islandwide Residential
 Date of Application: October 21, 1986

2. Deceased Applicant: Moana B. Aiwohi
 Date of death: November 24, 2012
 Successor to app rights: Haunani L. Tabocol
 Relationship to decedent: Child
 Island: Oahu
 Type: Islandwide Residential
 Date of Application: February 10, 1986
 Date of Public Notice: November, 2013


Previous Cumulative Total for Current FY	71
Current Month's Total	3
Fiscal Year Total: July 2020-June 2021	74


STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

February 16, 2021

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, Administrator 
Homestead Services Division

FROM: Ross K. Kapeliela, Acting ODO Supervisor 
Homestead Services Division

SUBJECT: **Approval of Designation of Successors to Leasehold Interest and Designation of Persons to Receive the Net Proceeds**

RECOMMENDED MOTION/ACTION

To approve the designation of successor to the leasehold interest and person to receive the net proceeds, pursuant to Section 209, Hawaiian Homes Commission Act, 1920, as amended.

*See attached list of Lessee.

Leasehold Interest:

Ratified for February 2021	5
Previous FY 2020 - 2021	<u>46</u>
FY 2020 - 2021 Total to Date	51

Ratified for FY '19 - '20	92
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Net Proceeds

Ratified for February 2021	0
Previous FY 2020- 2021	<u>0</u>
FY 2020 - 2021 Total to Date	0

Ratified for FY '19 - '20	0
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**LIST OF LESSEES WHO DESIGNATED SUCCESSORS TO THEIR
LEASEHOLD INTEREST
FOR MONTH OF FEBRUARY 2021**

<u>Deceased Lessee</u>	<u>Designated Successor</u>
1. Robert V. Bell Lot No.: 1 Area: Puupulehu, Hawaii Lease No. 7028	<u>PRIMARY:</u> Jacob K. M. Keolanui, Grandson <u>ALTERNATE: Joint Tenants</u> Dawn N. Alapai, Daughter* Jaden N. Alapai, Daughter* *Omit due to lack of genealogy documents to determine eligibility to successorship <u>DESIGNEE TO RECEIVE NET PROCEEDS:</u> Leslie Ann Y. Bell, Wife* *Omit due to lack of genealogy documents to determine eligibility to successorship.
2. Gwendolyn K. Gusman Lot No.: 239 Area: Kewalo, Oahu Lease No. 2144	<u>PRIMARY:</u> Dalelynn Gusman-Campania, Daughter <u>ALTERNATE:</u> N/A <u>DESIGNEE TO RECEIVE NET PROCEEDS:</u> N/A

3. Kenneth K. Kaniho
Lot No.: 4
Area: Waimea, Hawaii
Lease No. 4963

PRIMARY: Joint Tenants
LaVerne K. Kaniho, Wife
Tammy Lyn Kaniho, Daughter

ALTERNATE:
N/A

DESIGNEE TO RECEIVE NET
PROCEEDS:
N/A

4. Billy Makaila
Lot No.: 17173
Area: Kaupea, Oahu
Lease No. 11372

PRIMARY:
Julia K. Makaila, Daughter

ALTERNATE:
N/A

DESIGNEE TO RECEIVE NET
PROCEEDS:
N/A

5. Ululani K. Sherlock
Lot No.: 167-A
Area: Keaukaha, Hawaii
Lease No. 2323

PRIMARY:
Richard K. Sherlock, Son

ALTERNATE:
N/A


DESIGNEE TO RECEIVE NET
PROCEEDS:
N/A


STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

February 16, 2021

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, Administrator 
Homestead Services Division

FROM: Ross K. Kapeliela, Acting ODO Supervisor 
Homestead Services Division

SUBJECT: **Approval of Assignment of Leasehold Interest**

RECOMMENDED MOTION/ACTION

To approve the assignment of the leasehold interest, pursuant to Section 208, Hawaiian Homes Commission Act, 1920, as amended, and subject to any applicable terms and conditions of the assignment, including but not limited to the approval of a loan.

DISCUSSION

Five (5) assignments of lease.

1. Lessee Name: Paul K. Kaai-English
Res. Lease No. 4738, Lot No. 25
Lease Date: 5/3/1978
Area: Nanakuli, Oahu
Property Sold & Amount: Yes, \$170,000.00
Improvements: 4 bedroom, 2 bath dwelling

Transferee Name: Lilinoe L. A. Kekaula-Van Gieson
Relationship: None
Loan Assumption: N/A
Applicant: Yes, Oahu IW Res., 7/21/2020

Reason for Transfer: "Moving off island." Special Condition:
Transferee to obtain funds to pay purchase price.

2. Lessee Name: Richard M. Kahoonei
Res. Lease No. 6386, Lot No. 14
Lease Date: 2/26/1998
Area: Waiakea, Hawaii
Property Sold & Amount: No, N/A
Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: Richard M. Kahoonei & Leona J. Mundon-Kahoonei

Relationship: Lessee & Wife

Loan Assumption: N/A

Applicant: Yes, Kauai IW Res., 2/10/1995

Reason for Transfer: "Adding relative to lease."

3. Lessee Name: Howell K. Kaleohano
Res. Lease No. 8868, Lot No. 27
Lease Date: 7/1/1998
Area: Hanapepe, Kauai
Property Sold & Amount: No, N/A
Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: Bronson H. Kaleohano

Relationship: Son

Loan Assumption: N/A

Applicant: No

Reason for Transfer: "Giving lease to relative."

4. Lessee Name: William C. Miller, Jr.
Res. Lease No. 2932-A, Lot No. 4
Lease Date: 1/13/1955
Area: Nanakuli, Oahu
Property Sold & Amount: No, N/A
Improvements: 3 bedroom, 1 bath dwelling

Transferee Name: Alex K. Distajo

Relationship: Nephew

Loan Assumption: N/A

Applicant: No

Reason for Transfer: "Giving lease to relative."

5. Lessee Name: Davilyn K. K. Neilson
Res. Lease No. 12341, Lot No. UNDV022
Lease Date: 12/6/2008
Area: Kapolei, Oahu
Property Sold & Amount: No, N/A
Improvements: None

Transferee Name: Davilyn K. K. Neilson & Patrick E. K. Neilson
Relationship: Lessee & Husband
Loan Assumption: N/A
Applicant: No

Reason for Transfer: "Adding relative to lease."


Assignments for the Month of February `21	5
Previous FY '20 - '21 balance	<u>117</u>
FY '20 - '21 total to date	122
Assignments for FY '19 - '20	176

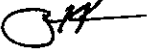
STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

February 16, 2021

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, Administrator 
Homestead Services Division

FROM: Ross K. Kapeliela, Acting ODO Supervisor 
Homestead Services Division

SUBJECT: **Approval of Amendment of Leasehold Interest**

RECOMMENDED MOTION/ACTION

To approve the amendment of the leasehold interest listed below.

DISCUSSION

Nine (9) amendments of lease.

1. Lessee: Tammy K. K. Castro
Res. Lease No.: 12351
Lot No., Area, Island: UNDV032, Kapolei, Oahu
Amendment: To amend the commencement date, lot number, and property description due to final subdivision approval.

2. Lessee: Gwendolyn K. Gusman
Res. Lease No.: 2144
Lot No., Area, Island: 239, Kewalo, Oahu
Amendment: To amend the lease title and Lessor's name, to incorporate the currently used terms, covenants, and conditions to the lease, and to extend the lease term to an aggregate term of 199 years.

3. Lessee: Olinda A. K. C. Kamakahi
Res. Lease No.: 11783
Lot No., Area, Island: UNDV240, Kapolei, Oahu
Amendment: To amend the tenancy due to the death of a joint tenant lessee.

4. Lessee: Grace U Gomes, Anthony Kekona, Sr.,
& Anthony K. Kekona, Jr.
Res. Lease No.: 8979
Lot No., Area, Island: 33, Paukukalo, Maui
Amendment: To amend the tenancy due to the death of a joint tenant lessee.

5. Lessee: Ellen F. Kaneakua & Nadine E. O. K.
Long
Res. Lease No.: 835
Lot No., Area, Island: 116, Kewalo, Oahu
Amendment: To amend the tenancy due to the death of a joint tenant lessee.
Update property description due to a sewer easement.

6. Lessee: Melanie N. Luning
Res. Lease No.: 12498
Lot No., Area, Island: UNDV179, Kapolei, Oahu
Amendment: To amend the commencement date, lot number, and property description due to final subdivision approval.

7. Lessee: Lilinoe K. Manoha
Res. Lease No.: 12511
Lot No., Area, Island: UNDV192, Kapolei, Oahu
Amendment: To amend the commencement date, lot number, and property description due to final subdivision approval.

8. Lessee: Charles D. K. Poepoe
 Res. Lease No.: 12499
 Lot No., Area, Island: UNDV180, Kapolei, Oahu
 Amendment: To amend the commencement date, lot number, and property description due to final subdivision approval.
9. Lessee: Ululani K. Sherlock
 Res. Lease No.: 2323
 Lot No., Area, Island: 167-A, Keaukaha, Hawaii
 Amendment: To amend the lease title and Lessor's name, to incorporate the currently used terms, covenants, and conditions to the lease, and to extend the lease term to an aggregate term of 199 years.


Amendments for the Month of February '21	9
Previous FY '20 - '21 balance	<u>65</u>
FY '20 - '21 total to date	74
Amendments for FY '19 - '20	138


STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

February 16, 2021

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, Administrator 
Homestead Services Division

FROM: Ross K. Kapeliela, Acting ODO Supervisor 
Homestead Services Division

SUBJECT: **Approval to Issue a Non-Exclusive License for Rooftop
Photovoltaic Systems for Certain Lessees**

RECOMMENDED MOTION/ACTION

To approve the issuance of a non-exclusive license to allow the Permittee to provide adequate services related to the installation, maintenance, and operation of a photovoltaic system on the premises leased by the respective Lessees.

The non-exclusive license is necessary as the Lessee cannot issue his/her own license.

DISCUSSION

Three (3) non-exclusive licenses.

1. Lessee: Jolina L. Felix-Keamoai
Res. Lease No.: 11319
Lot No., Area, Island: 6, Kekaha, Kauai
Permittee: Sunrun, Inc.

2. Lessee: Syd Kaai
Res. Lease No.: 9594
Lot No., Area, Island: 14, Kalawahine, Oahu
Permittee: Vivint Solar, LLC

3. Lessee: Janice E. Von Seggern
Res. Lease No.: 12062
Lot No., Area, Island: 17065, Kaupea, Oahu
Permittee: Vivint Solar, LLC


Non-Exclusive License for February '21	3
Previous FY '20 - '21 balance	<u>39</u>
FY '20 - '21 total to date	42
Non-Exclusive License for FY '19 - '20	53

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

February 16, 2021

TO: Chairman and Members, Hawaiian Homes Commission
Hawaiian Homes Commission

THROUGH: Juan Garcia, HSD Administrator 
Homestead Services Division

FROM: James W. Du Pont, West Hawaii District Supervisor
Homestead Services Division

SUBJECT: Request to Approve Third Party Agreement
LOUELLA N. SCHUTTE, Pastoral Lease No. 3392
Lot No. 16-A, Puukapu, Hawaii

RECOMMENDED MOTION/ACTION

To approve a request for a Third Party Agreement for Pastoral Lot Lease No. 3392, Lot No. 16-A, situated at Puukapu, Hawaii, for Louella N. Schutte.

DISCUSSION

Louella N. Schutte (Ms. Schutte) submitted a Third Party Agreement (TPA) for grazing purposes dated February 2, 2021, and received by the Department on February 4, 2021 (see "Exhibit A").

Ms. Schutte is requesting approval of the TPA to her stepson, Barney J. Schutte (Mr. Schutte), a Lessee of Pastoral Lease No. 3392-E, Lot No. 16-F, and a residential applicant on the Hawaii Islandwide Waitlist, and has been determined to be native Hawaiian. Mr. Schutte will be grazing cattle.

The Department's Administrative Rule section 10-3-35, Contracts covering lease lands, states "No lessee may, without written approval from the commission, enter into any contract, joint venture, agreement or other arrangement of any sort with a third party person on lands covered by lessee's lease for the cultivation of crops or raising of livestock."

The Department respectfully requests approval of its recommendation.

DEPT OF
HAWAIIAN HOME LANDS
WEST HAWAII OFFICE

THIRD-PARTY PLANTING / GRAZING AGREEMENT

21 FEB -4 A7:02

THIS AGREEMENT ("Agreement"), made this 2nd day of February, 2021, by and between Louella N. Schutte, whose mailing address is [REDACTED], hereinafter the "Licensor," and Z Bar Ranch, LLC. / Barney J. Schutte, whose mailing address is [REDACTED], hereinafter the "Licensee."

WITNESSETH:

WHEREAS, the Licensor is the lessee to State of Hawaii Department of Hawaiian Home Lands Pastoral / Agricultural (circle one) Lot Lease No. 3392, dated February 2, 2021, demising unto the Licensor Lot No. 16-A, Hawaiian Home Lands, situate at Pu'ukapu, Hawaii, hereinafter the "Lot;" and

WHEREAS, the Licensor desires to allow the Licensee non-exclusive and concurrent use of the Lot; and

WHEREAS, the Licensee is a "native Hawaiian" as defined in the Hawaiian Homes Commission Act, 1920, as amended ("HHCA"); and

WHEREAS, the Licensee desires to use the Lot, non-exclusively and concurrently with the Licensor; and

WHEREAS, the Licensee agrees to pay the Licensor for the non-exclusive and concurrent use of the Lot; and

WHEREAS, the Licensor and the Licensee understand and agree that there is no term to this Agreement, that this Agreement is "at will" and may be terminated at any time by the Licensor upon written notice and without entitlement to compensation by the Licensee for such termination; and

WHEREAS, the Licensor and the Licensee understand and agree that this Agreement is neither, nor is it intended to be, a sublease or other transfer of the Licensor's possessory interest in the Lot, and that no interest whatsoever in the Lot is expressly or impliedly created by way of this Agreement; and

WHEREAS, the Licensor and the Licensee understand and agree that this Agreement is not assignable; and

WHEREAS, the Licensor and the Licensee desire and agree that this Agreement shall govern their relationship; and

WHEREAS, the Licensor and the Licensee understand and agree that, while this Agreement is subject to the approval of the Hawaiian Homes Commission ("Commission"), neither the Commission nor the Department of Hawaiian Home Lands ("Department") is a party to this Agreement.

NOW THEREFORE, the Licensor permits the Licensee use of the Lot, subject to the following terms and conditions:

1. Use of Lot - The Licensor and the Licensee shall jointly enjoy use of the Lot with the Licensee's use being for the exclusive purpose of Grazing cattle;

2. Term - This Agreement is revocable at the will of the Licensor upon written notice to the Licensee at any time and for any reason.

3. Use Fee - The Licensee agrees to pay the Licensor \$1,500.00/month

4. Compliance with Laws and Lease Conditions - The Licensee shall comply with the following:

- a. The HHCA as may be amended;
- b. The Department's administrative rules, as amended, or as may be amended; and
- c. All federal, state and county laws, ordinances, regulations and rules.

Further, the Licensee shall not do or permit any act on the Lot that may subject the Licensor to any liability or interfere with the Licensee's performance of all duties required under the Licensee's homestead lease.

5. Assignment - This Agreement may not be assigned or transferred in whole or in part.

6. Vacation Upon Revocation - The Licensee shall, upon termination or revocation of this Agreement, at the request of the Licensor, immediately vacate the Lot and leave the Lot in as good condition as it was at the beginning of the Agreement, reasonable use and wear and concurrent use excepted.

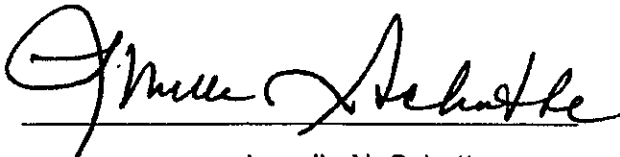
7. Amendments to Agreement - This Agreement shall not be amended in any way without the mutual consent of the Licensor and the Licensee; any such consent shall be evidenced by a written amendment to the Agreement executed by the Licensor and the Licensee and approved by the Commission.

8. Indemnity - The Licensor and the Licensee will indemnify, defend and hold the Commission and Department, and its officers, agents and employees harmless from and against (a) any claim or demand for loss, liability or damage, including claims for property damage, personal injury or death, arising out of this Agreement and (b) all actions, suits, damages and claims by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state or county governments.

9. Costs of Litigation - If the Commission or the Department is, without any fault on its part, made a party to any litigation commenced by or against the Licensor or Licensee, the Licensor and Licensee shall jointly and severally pay all attorneys' fees, costs and expenses incurred by or imposed on the Commission and/or the Department.

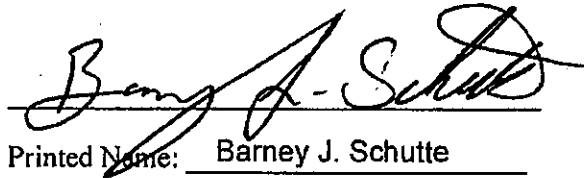
10. Special Conditions - NONE

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.



Printed Name: Louella N. Schutte

Licensor



Printed Name: Barney J. Schutte

Licensee

APPROVED:

Chairman, Hawaiian Homes Commission

Hawaiian Homes Commission ratification date: _____

**REQUEST FOR APPROVAL OF
THIRD-PARTY PLANTING / GRAZING AGREEMENT**

HOMESTEAD LESSEE'S INFORMATION:

Name(s): Louella N. Schutte

Mailing address: [REDACTED]

Telephone numbers: Res. N/A Bus. N/A Cellular [REDACTED]

Email address: _____

DHHL Pastoral / Agricultural (circle one) Lot Lease No. 3392, Lot No. 16-A

Island: Hawaii Area: Pu'ukapu

PROPOSED LICENSEE'S INFORMATION:

Name(s): Z Bar Ranch, LLC. / Barney J. Schutte

Mailing address: [REDACTED]

Telephone numbers: Res. N/A Bus. N/A Cellular [REDACTED]

Email address: zschutte@gmail.com

DHHL homestead lessee? Yes / No

If "yes," DHHL Lease No. 3392E, Lot No. 16F, Area: Pu'ukapu

Native Hawaiian blood quantum ("NHQ"): 50 %

Verified by DHHL? Yes / No (if "no," must submit certified vital records sufficient to establish 50% or greater NHQ)

Proposed use of Lot: Grazing cattle


Homestead lessee signature

02-02-21
Date

Send this completed form along with the original Third-Party Planting / Grazing Agreement to:

Department of Hawaiian Home Lands
P.O. Box 1879
Honolulu, Hawaii 96805
Attention: Homestead Services Division

or deliver to the DHHL District Office on your island

**HAWAIIAN HOMES COMMISSION
FEBRUARY 16 & 17, 2021
TELECONFERENCE
9:30 A.M**

E – ITEMS

LAND DEVELOPMENT DIVISION



HAWAIIAN HOME LANDS

HAWAIIAN HOMES COMMISSION · DEPARTMENT OF HAWAIIAN HOME LANDS

E-1

For Information Only

WEST and EAST OAHU

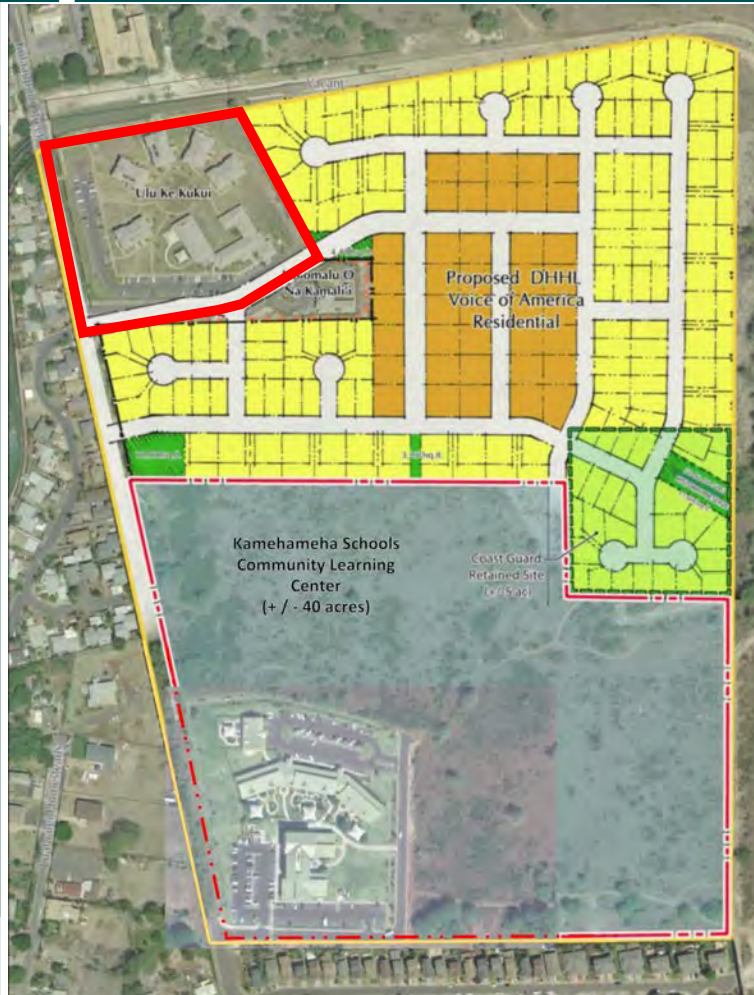
Project Updates

February 16, 2021

Former Voice of America Property, Mā'ili

- **Ulu Ke Kukui**

Development agreement executed with Hawaiian Community Development Board, Inc.
 Developer finalizing construction plans and securing financing.



CODE SUMMARY:

ADDRESS: 87-576 KULAAUPUNI ST, WAIANAE, HI
 TMK: 8-7-010-030
 ZONING: AG-2
 PROPOSED PROJECT AREA: 198,817 sf (Parcel unit 1)
 OCCUPANCY: R-2
 EXISTING STORY: 2
 EXISTING TYPE CONSTRUCTION: TYPE V-B
 IRC CODE: 2006 WITH HONOLULU AMENDMENTS
 EBC CODE: 2006 INTERNATIONAL EXISTING BUILDINGS CODE, W/LOCAL AMENDMENTS
 2010 ADAAG
 ACCESSIBILITY: SMA
 FEMA FLOOD DESIGNATION: NO
 DESIGNATION: XS/X

PLANNING DATA	REQUIRED/ALLOWABLE	PROPOSED
PARKING:	2 PER DU	2 PER DU
FAR:	N/A	ETR
HEIGHT LIMIT:	15-25	ETR
STREET SETBACK:	NONE	ETR
SIDE AND REAR:	10'	ETR

ETR = EXISTING TO REMAIN

BUILDING AREA SUMMARY

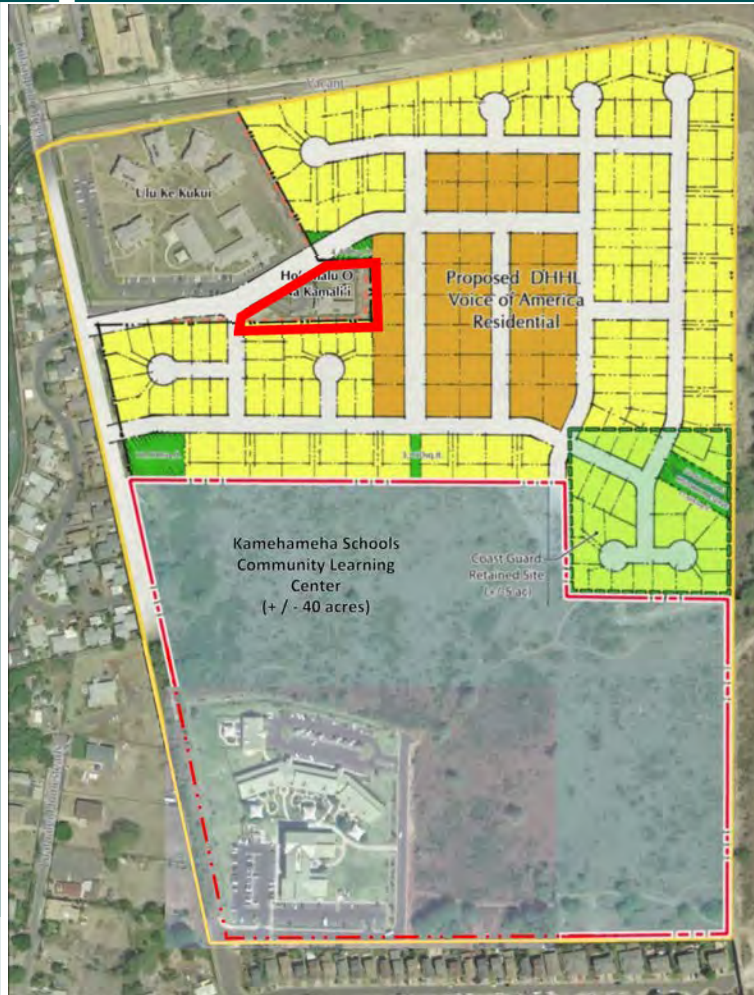
FLOOR	RESIDENTIAL UNITS/FLR	RSF	APARTMENTS	RSF	RES. GAR.	COMMUN. CENTER	RSF	TOTAL FLOOR AREA
0	30	36	0	0	0	10000		10000
1	30	36	1300	16200		1440		20440
	40	48	1300	16200		1440		20440
	00	28	656	656		656		1968

TYPE	OTHER	TOTAL	TOTAL
PARKING SPACES	PARKING SPACES	PARKING SPACES	LOADING SPACES
80	0	80	1

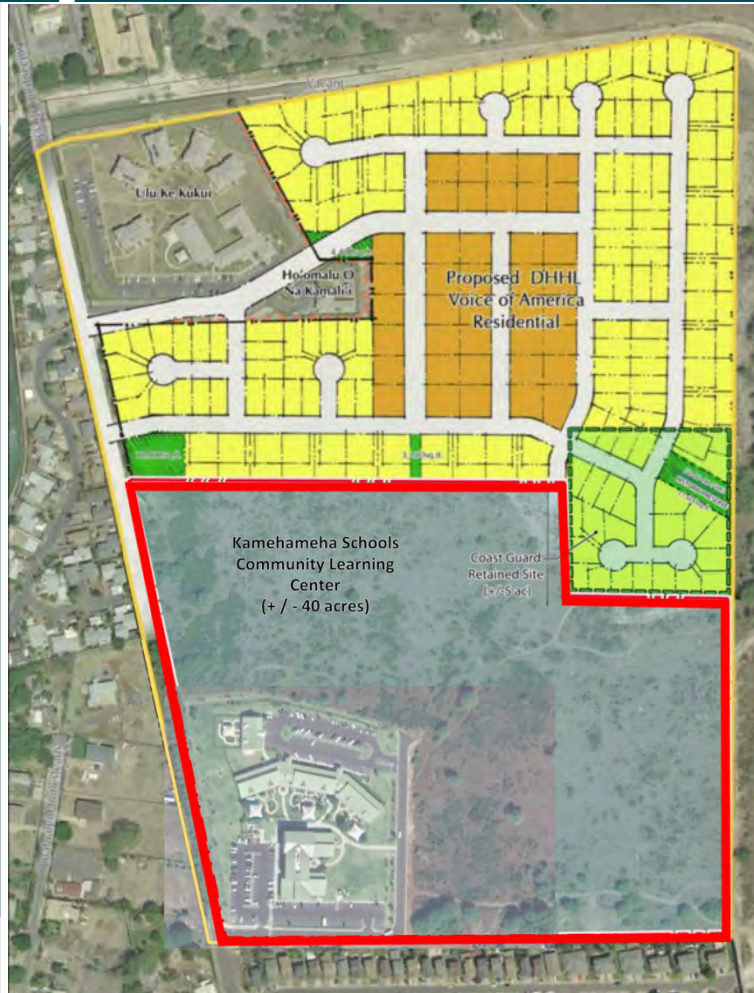


Former Voice of America Property, Mā'ili

- Ulu Ke Kukui
- Ho'omalū O Nā Kamali'i
 - General Lease to Department of Human Services expires in 2028

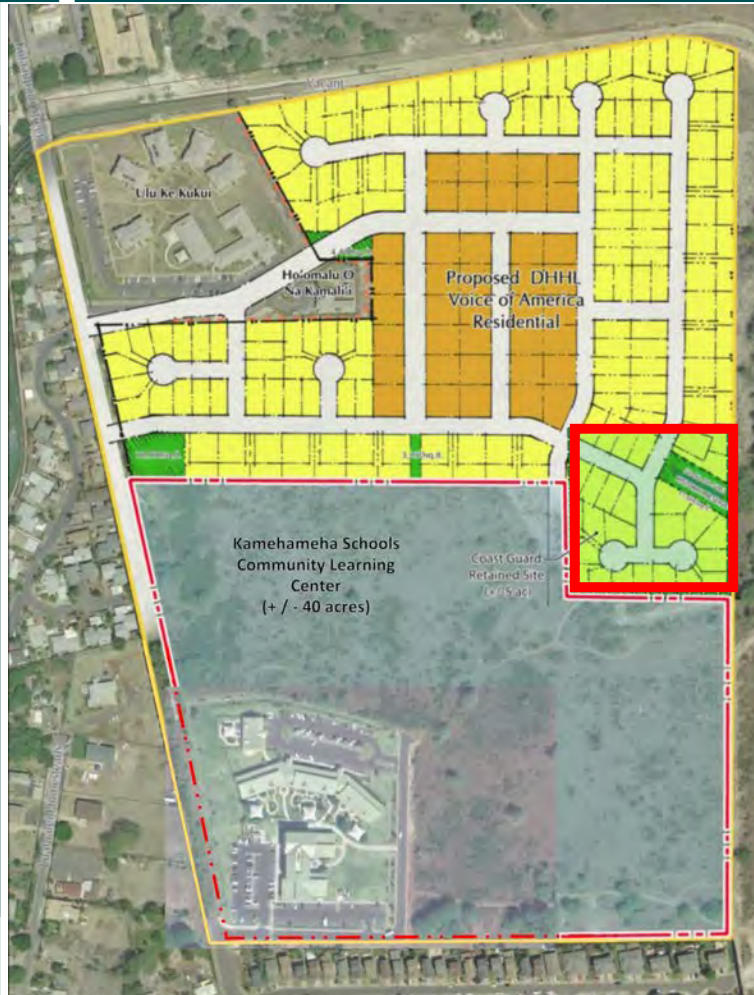


Former Voice of America Property, Mā'ili



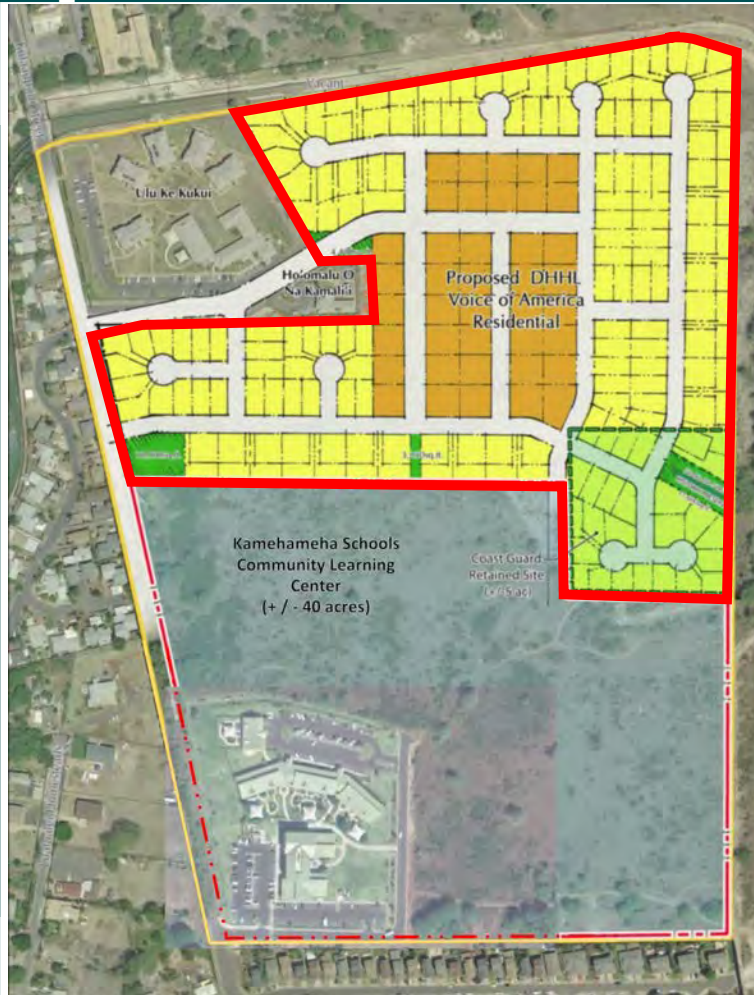
- **Ulu Ke Kukui**
- **Ho'omalū O Nā Kamali'i**
- **Kamehameha Schools Community Learning Center**
 - **General Lease issued in 2012**
 - **Subject to land exchange**

Former Voice of America Property, Mā'ili



- Ulu Ke Kukui
- Ho'omalulu O Nā Kamali'i
- Kamehameha Schools Community Learning Center
- USCG Retained 5-acre site
 - Clean-up completed
 - Conveyance document executed

Former Voice of America Property, Mā'ili



- **Ulu Ke Kukui**
- **Ho'omalū O Nā Kamali'i**
- **Kamehameha Schools Community Learning Center**
- **USCG Retained 5-acre site**
- **DHHL Residential Community**
 - **Approximately 40 acres**
 - **Legislative Appropriations - \$800,000 (Planning, Designs)**
 - **Consultant preparing conceptual plans / alternatives**
 - **Next step: Beneficiary Consultation and Environmental Assessment**
 - **Approximately 250-340 units**
 - **Estimated construction cost \$48 million**

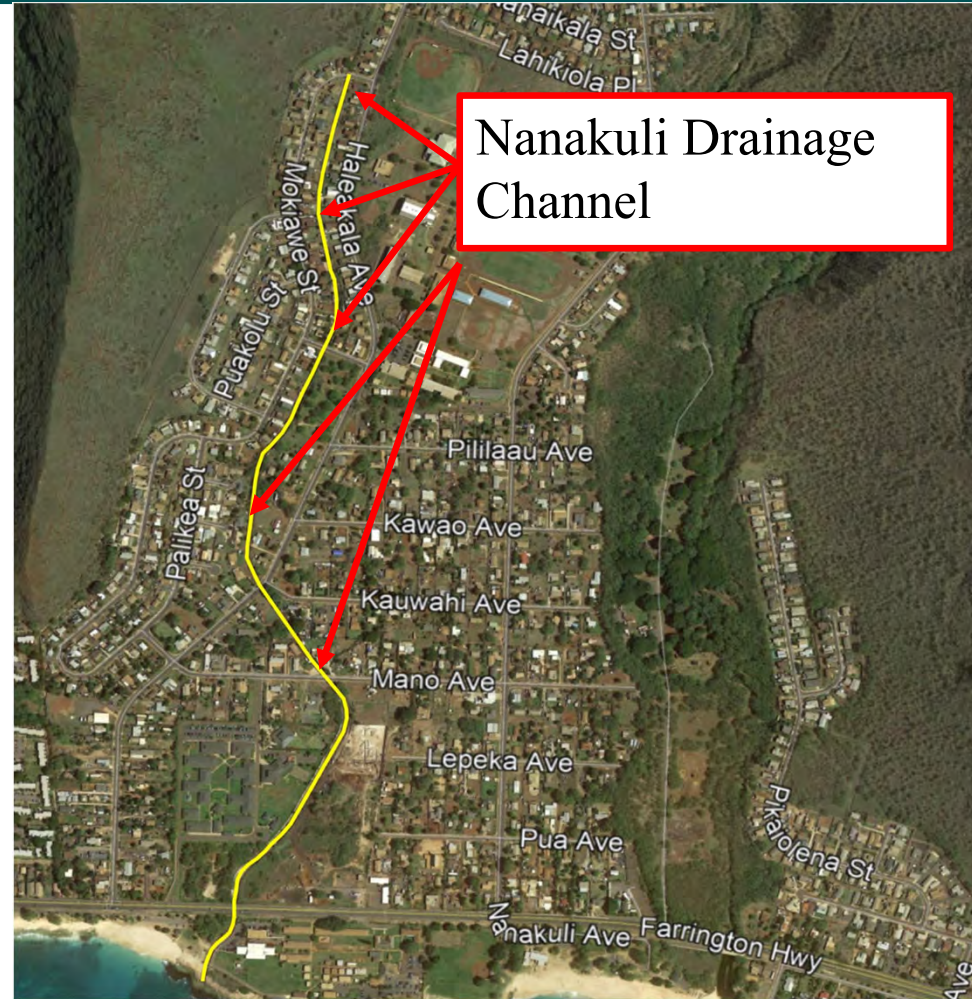
NANAKULI DRAINAGE CHANNEL IMPROVEMENTS

PHASE 1

Scope: Re-line channel walls – 5,000 linear feet
Cost: \$3.2 million
Schedule: Construction complete - Summer 2021

ADDITIONAL PHASES

Scope: Additional repairs to lateral channels
Cost: \$2.2 Million required
Schedule: Designs in progress; bid in Fall 2021



NANAKULI SECURITY FENCE



- Installation of Security Fence on the east side of the channel from Farrington Hwy to Lepeka Ave.
- 1,000 linear feet of fence
- Cost: \$270,000
- Schedule: Completed

NANAKULI TRAFFIC CALMING

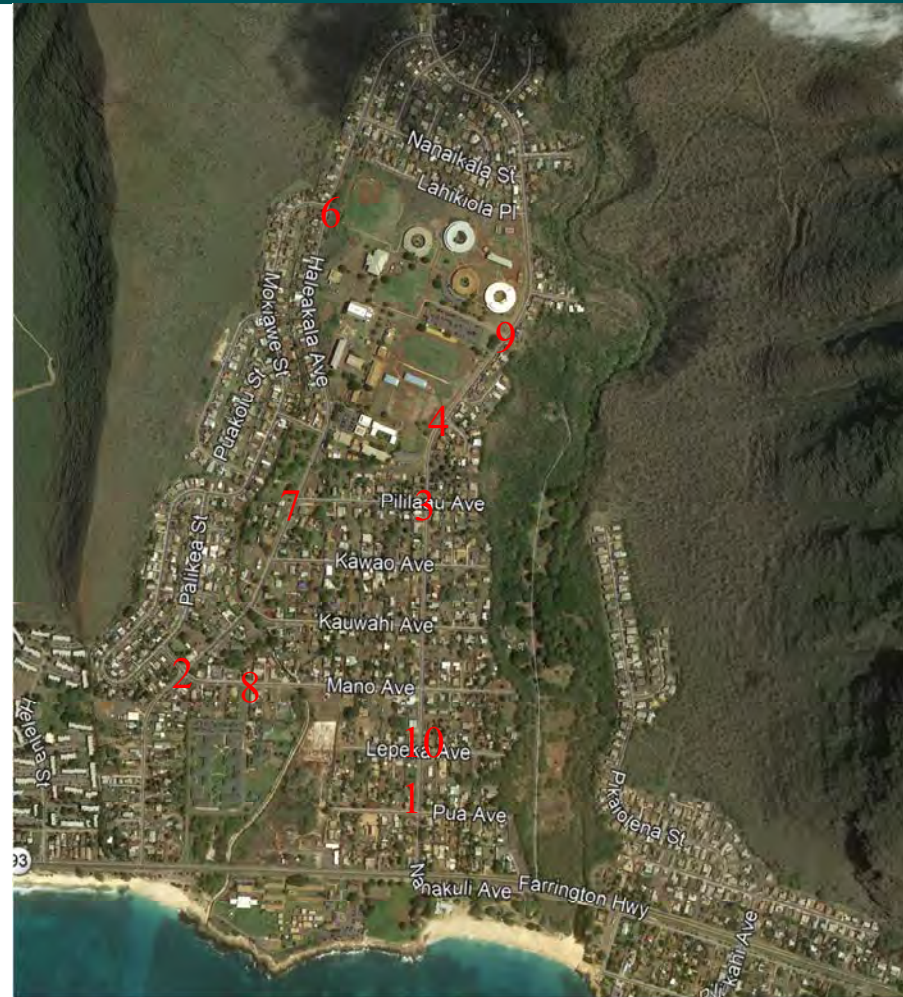
Legislative Appropriation: \$1,000,000

Procure traffic engineering consultant to determine best means of traffic calming, to include speed humps and tables, crosswalk signals, striping and signage.


Locations to include, but not limited to:

- 1. Nanakuli Ave & Pua Ave**
- 2. Haleakala Ave & Mano Ave**
- 3. Nanakuli Ave & Pililaau Ave.**
- 4. Nanakuli Ave & Ilimapapa Ave.**
- 5. Haleakala Ave. & Opuhe St.**
- 6. Haleakala Ave. & Mokiawe St.**
- 7. Haleakala Ave. & Pililaau St.**
- 8. Mano Ave fronting Nanaikapono Elementary School**
- 9. Nanakuli Ave. outside Nanakuli High School**
- 10. Nanakuli Ave. & Lepeka Ave.**

Designs in progress – review by City



NANAKULI CEMETERY REPAIRS



Nanakuli
Cemetery

Proposed Repairs

- Fencing installation: 1,000 linear feet
- Wall Repair: 700 linear feet
- Remove excess excavated soil
- Repair water line

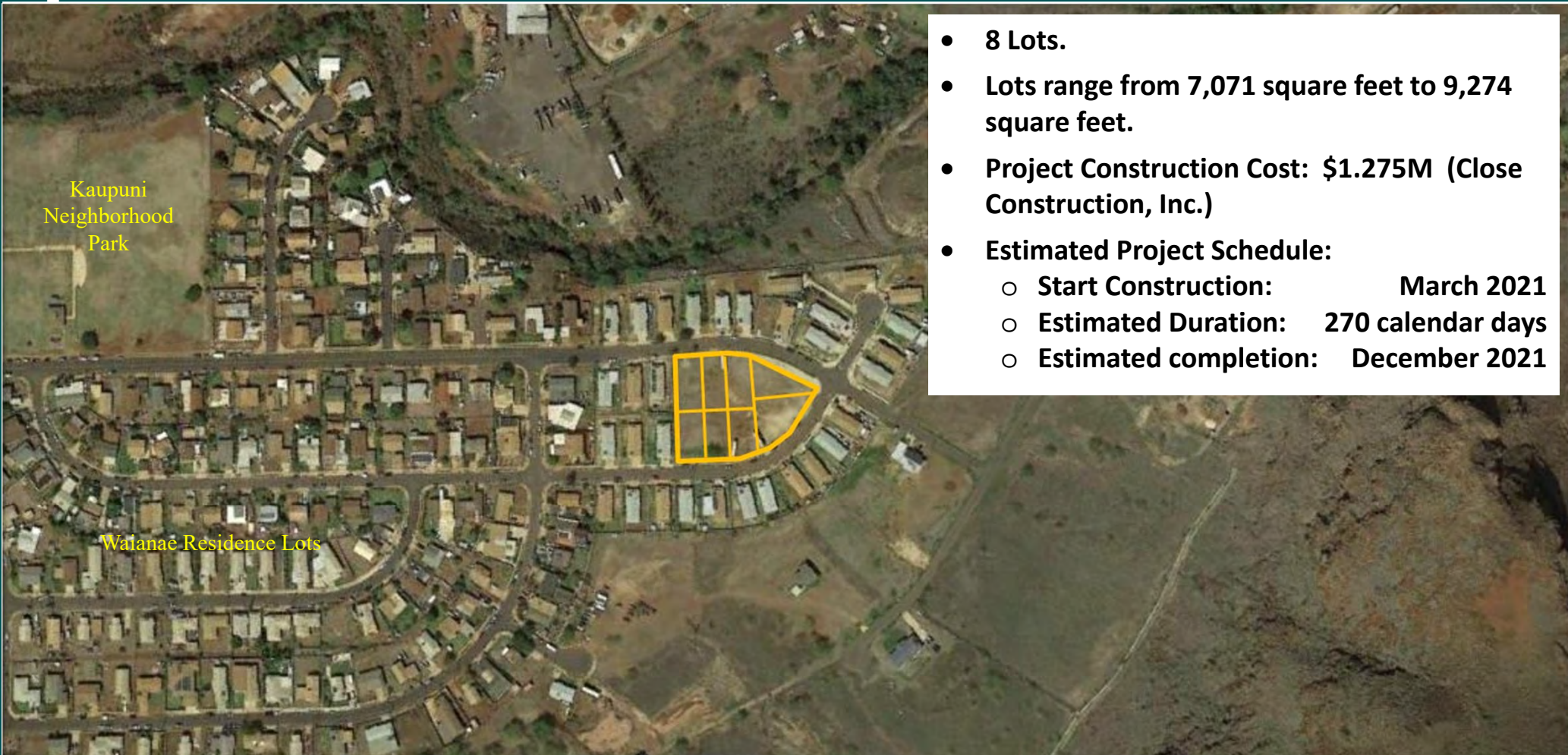
Cost estimate: \$370,000

Schedule

- Permit approval in progress
- Request bids Spring 2021



WAIANAЕ VALLEY, INCREMENT 4



- 8 Lots.
- Lots range from 7,071 square feet to 9,274 square feet.
- Project Construction Cost: \$1.275M (Close Construction, Inc.)
- Estimated Project Schedule:
 - Start Construction: March 2021
 - Estimated Duration: 270 calendar days
 - Estimated completion: December 2021

Waianae Coast Emergency Access Road



Waianae Coast Emergency Access Road

- Reassess routes, conduct research, analyze alternatives.
- DHHL is coordinating our research with the State of Hawaii, Department of Transportation (HDOT).
- Total funding: \$3,000,000

820 Isenberg Street Re-development

Development Team: Stanford Carr Development and Hawaiian Dredging Construction Company
Proposed Development

210-foot, 23-story, 270-unit high rise

23 studios

23 1-bedroom

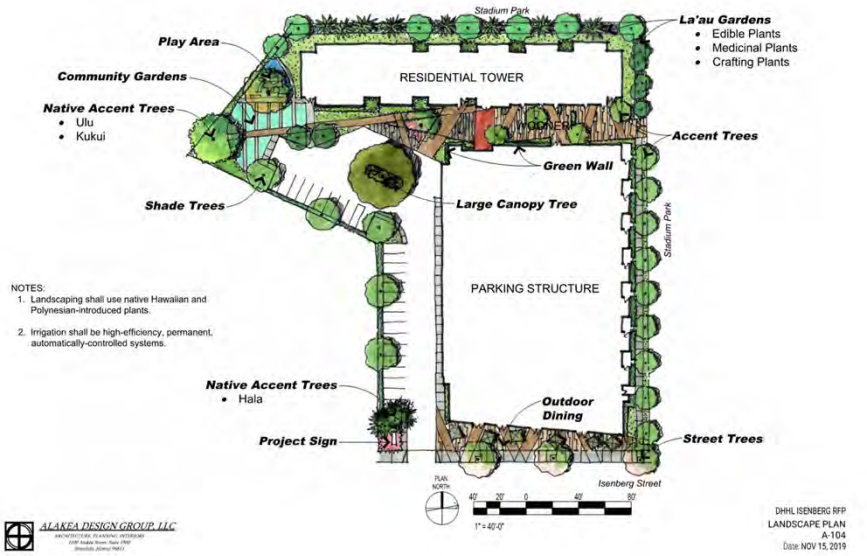
201 2-bedroom

23 3-bedroom

4-story, 266-stall parking structure lined with 7 (3-bedroom) townhouse units

4,680 square feet of retail space

Environmental Assessment consultations – Fall 2021





Kaka'ina House Construction

Act 227 (SLH 2014) Implementation
Bill of Sale and License Easement to City

Kumuhau Subdivision (52 lots)
45 Turnkey (all completed & occupied)
7 Self-help (all completed & occupied)

**Kumuhau
Subdivision**

**Kakaina
Subdivision**

Kakaina Subdivision (45 lots)
15 Turnkey (all completed & occupied)
30 Vacant Lots (9 completed & occupied)



Waikupanaha Agricultural Lots

30 subsistence agricultural lots (0.5 - 0.7 acres)

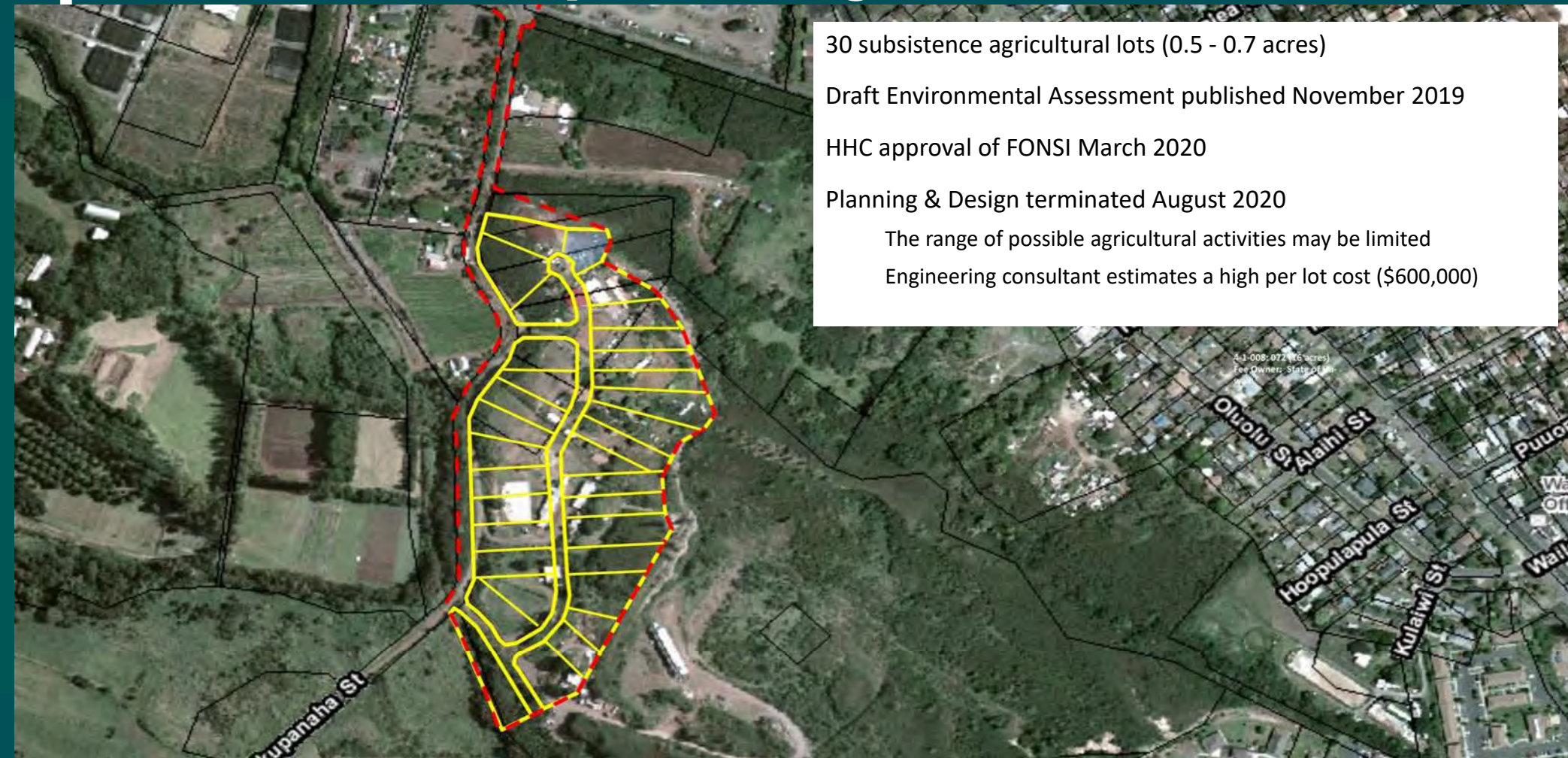
Draft Environmental Assessment published November 2019

HHC approval of FONSI March 2020

Planning & Design terminated August 2020

The range of possible agricultural activities may be limited

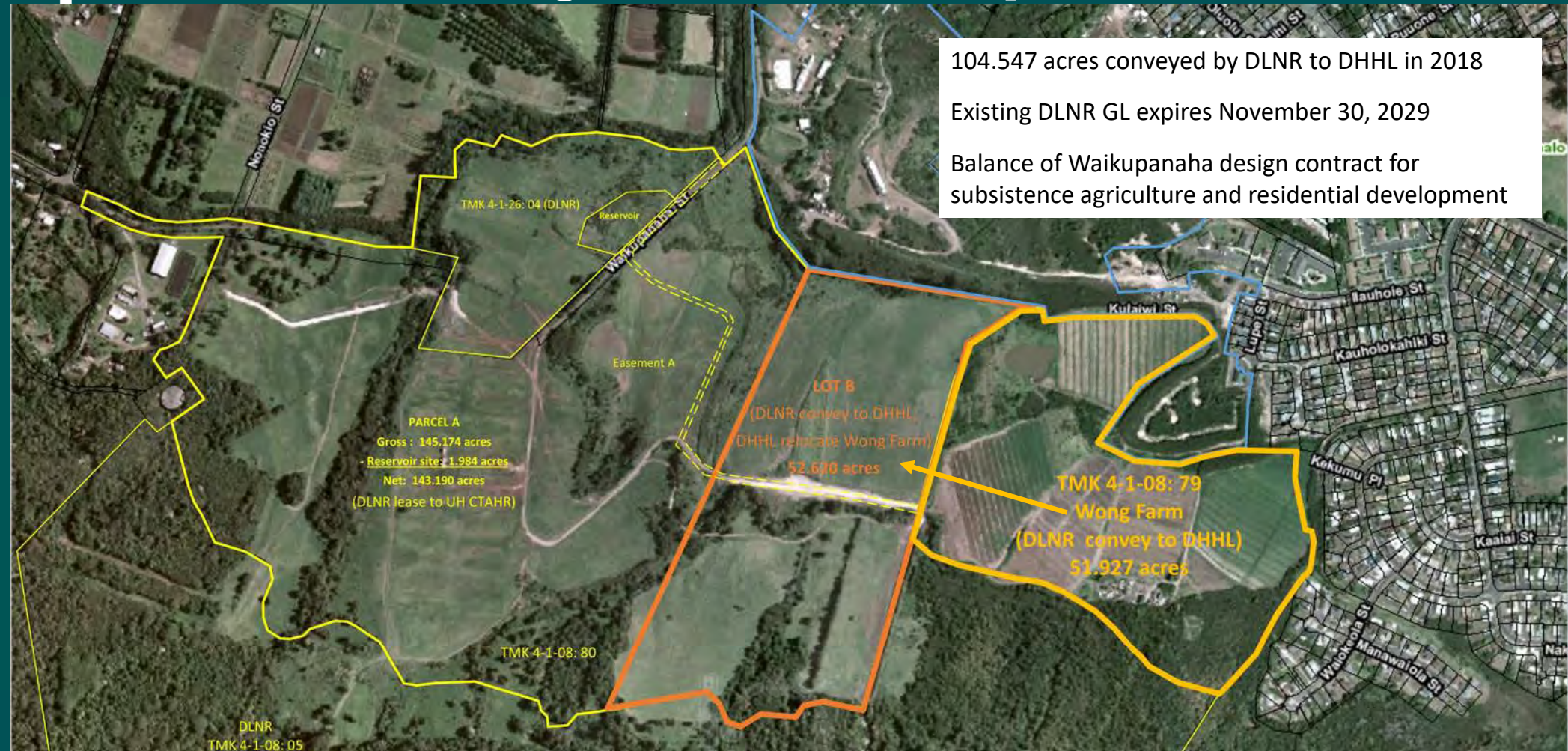
Engineering consultant estimates a high per lot cost (\$600,000)



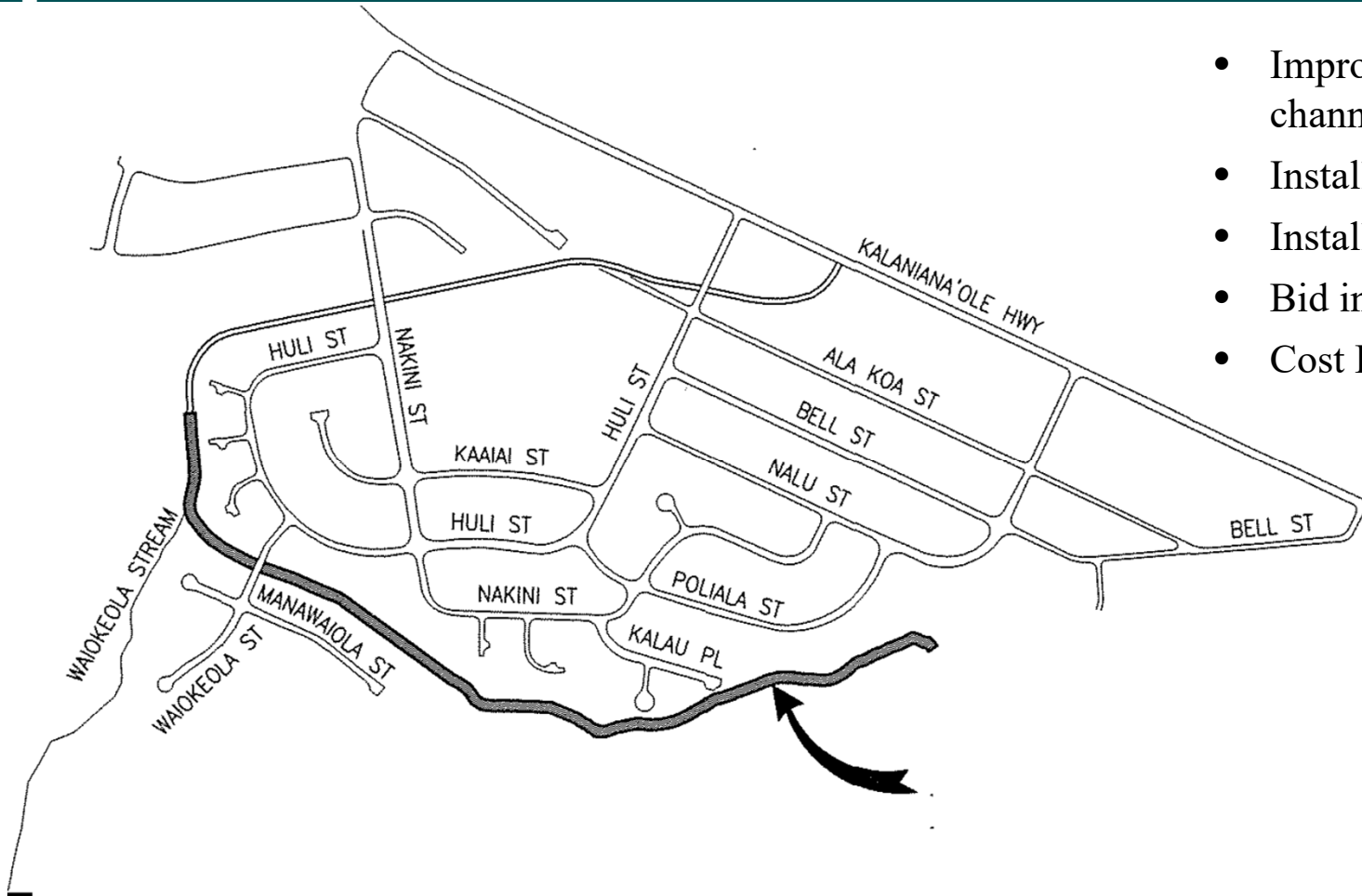


Wong Farm Land Acquisition

- 104.547 acres conveyed by DLNR to DHHL in 2018
- Existing DLNR GL expires November 30, 2029
- Balance of Waikupanaha design contract for subsistence agriculture and residential development




Waiokeola Stream & Drainage Channel Improvements



- Improvements to dirt drainage channel
- Install rip rap in various areas
- Install Fencing
- Bid in Summer 2021
- Cost Estimate: \$1.5 million



Waimanalo Flood Control Channel Improvements

- 
- Concrete lined channel (approximately 2,000 linear feet)
 - Runs from Kamauna Place down to Kalanianaʻole Highway
 - Improvements include:
 - Spall work
 - Crack Repair
 - Fence Repair
 - Tree Removal
 - Lining
 - Cost Est. \$ 3.0 Million
 - Advertise for bids in summer 2021



Bell Street Drainage Improvements

- 
- Design conversion to pipe drainage and new outlet (approximately 1,000 linear feet)
 - Design to be completed in summer 2021
 - Funds required: \$3 million

WAIMANALO WASTEWATER SYSTEM IMPROVEMENTS

Project Objectives

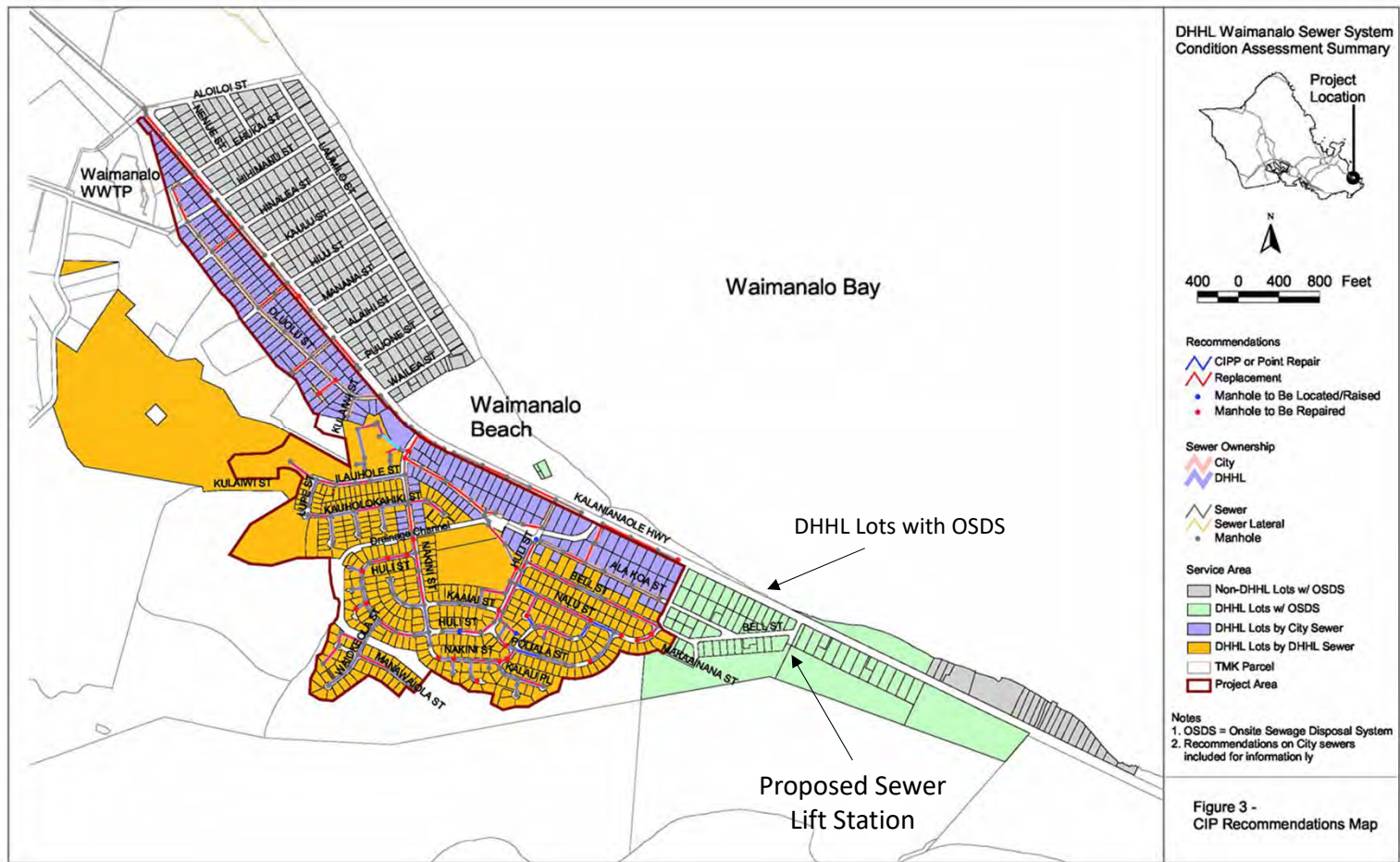
1. Fix sewer deficiencies identified through various field inspections
2. Upgrade existing DHHL sewers to the current City standards for ownership transfer to the City
3. Convert cesspools as required by Act 125 (SLH 2017) by 2050.

Summary

650 lots connected to City sewer system
 80 individual onsite sewage disposal systems (OSDS)

Remedial Actions

Repair/replace existing DHHL sewers (\$18 million)
 Conversion of OSDS with pump station and new collector (\$12+ million)





West Oahu Sewer System Assessment

PURPOSE:

Improve existing sewer collector lines to City and County standards

LOCATIONS:

DHHL Sewerlines in Waianae, Princess Kahanu Estates, and Nanakuli.

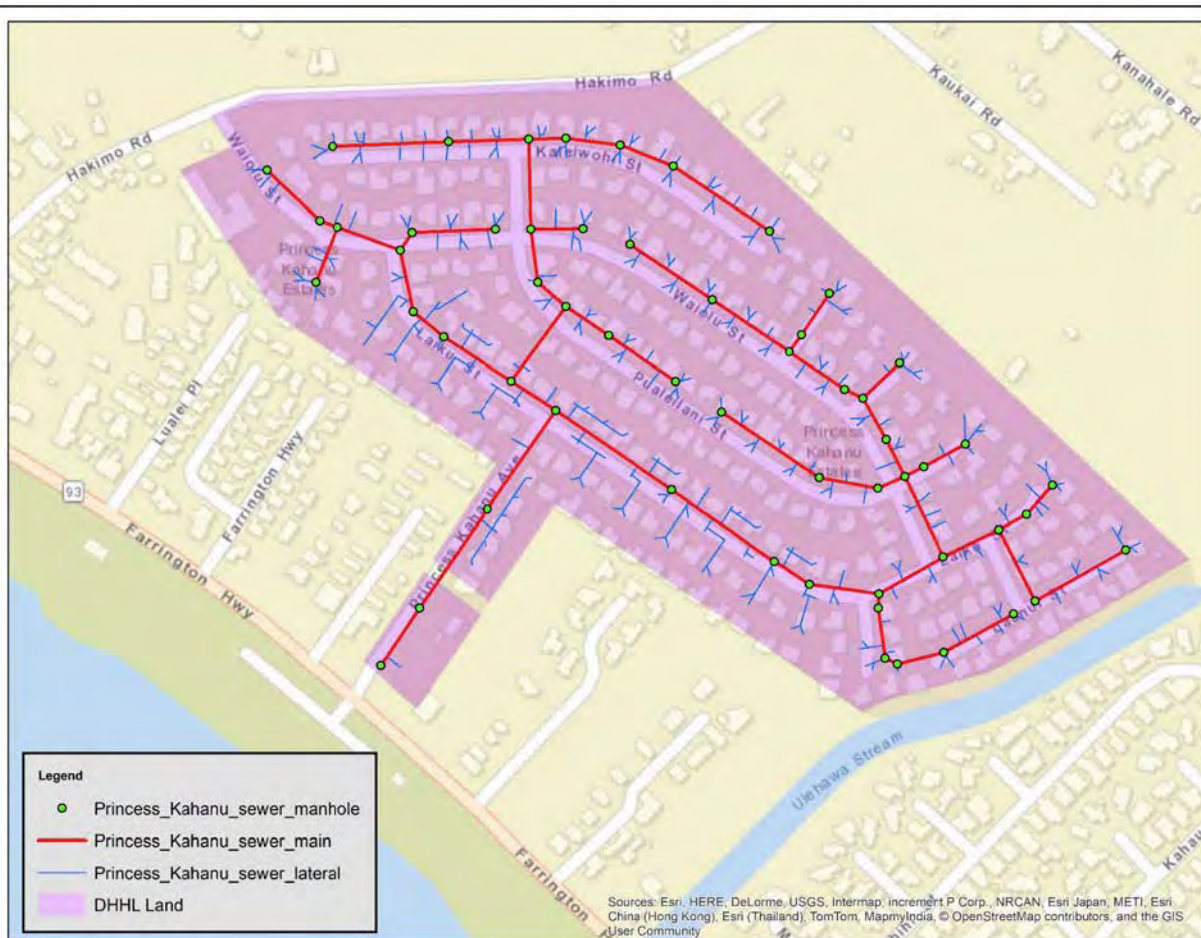
SCOPE OF WORK:

- Replacing sewer lines, manholes and cleanouts
- Reconnecting laterals
- Re-surface paving, and perform traffic control.

STATUS:

- Video-camera inspection, smoke testing and cleanout survey completed.
- Designs in progress.

West Oahu Sewer System Assessment



Princess Kahanu Estates System
Approximately 80 lots impacted
Estimated Costs of Construction:
\$14.3 million
Inspections conducted 2020
Design in progress
Advertise for bids – Fall 2021

West Oahu Sewer System Assessment



Nanakuli Sewers

Approximately 120 lots impacted

Estimated Costs of Construction:

\$38.3 million

Inspections completed 2020

Procuring design consultant

Cost estimate \$800,000

Advertise for bids – Spring 2022

Papakolea Sewer Improvements, Phase 2



Phase 2B – Alternative 2

- 21 LPSS
- 1,600 ft, 8-in gravity pipes
- 720 ft, 3-in sewer force mains
- Estimated Cost: \$4.0 million
- City will decline ownership and maintenance of sewerlines within DHHL lots and under homes



Mahalo



DEPARTMENT OF HAWAIIAN HOME LANDS

www.dhhl.hawaii.gov

**HAWAIIAN HOMES COMMISSION
FEBRUARY 16 & 17, 2021
TELECONFERENCE
9:30 A.M**

F – ITEMS

LAND MANAGEMENT DIVISION

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

February 16-17, 2021

To: Chairman and Members, Hawaiian Homes Commission

From: Joseph "Kualii" Camara, Property Development Agent
Land Management Division *JC*

Through: Peter "Kahana" Albinio, Jr., Acting Administrator
Land Management Division *PA*

Subject: Approval to Extend Right of Entry Permit 684 to Kailapa Community Association,
Kawaihae, Hawai'i, TMK No.(3)61001007

APPLICANT:

Kailapa Community Association ("KCA") "PERMITEE"

RECOMMENDED MOTION/ACTION:

That the Hawaiian Homes Commission (HHC) authorize the amendment of Right of Entry Permit (ROE) 684 to extend its term for one (1) additional year, covering the subject area as identified and described below for KCA to continue its natural and cultural resource management planning efforts in conjunction with the planning process for a wellness park project as proposed.

Approval and amendment of ROE 684 shall be subject to the following conditions:

1. Authorize the amendment of ROE 684 to Kailapa Community Association covering the subject area under the terms and conditions cited above, which are by this reference incorporated herein and further subject to the following:
 - A. The standard terms and conditions of the most current right-of-entry permit form, as may be amended from time to time;
 - B. Such other terms and conditions as may be prescribed by the Hawaiian Homes Commission to best serve the interests of the Hawaiian Home Lands Trust;
2. Declare that, after considering the potential effects of the proposed disposition as provided by Chapter 343, HRS, and Chapter 11-200, HAR, this project will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment.

LOCATION:

Portion of Hawaiian Home Lands situated in Kawaihae, Island of Hawai'i, identified as Tax Map Key: (3)6-1-001:007(por.) (See Exhibit "A")

AREA:

72.544 acres or 3,160,016.64/square feet (See Exhibit “A”)

DISCUSSION:

Kailapa Community Association (KCA) is a non-profit organization made up of residents from the Kailapa residential community with the purpose of improving the quality of life in the Kawaihae community while preserving and perpetuating the Hawaiian culture.

The vision of KCA is to develop the Kailapa Community Wellness Park on the 72+ acres of Hawaiian home lands bordering the shoreline of Kawaihae. It will be used as a wellness park cared for and managed by residents of Kailapa community and their ohana. It will be developed for the benefit of the Kailapa community and the residents and visitors to the Hawaii Island. The park is envisioned to be a place for community members to connect to place, to the natural world (their kupuna), to community, and to themselves; it will be a place to heal.

On May 22-23, 2017, the Hawaiian Homes Commission approved the issuance of an ROE to KCA for natural and cultural resource management and planning towards the development of a community wellness park. ROE 684 (See Exhibit “B”) was issued on April 24, 2019 and provided KCA access to the subject area for a 12-month period.

Through ROE 684, KCA has facilitated archeological surveys to identify historic and cultural sites, conducted marine surveys to better understand ocean resources and the effects of erosion in the marine environment, and developed strong and diverse partnerships for assistance and consultation in the management and planning for the subject area. KCA has controlled access to the parcel preventing dumping and other illegal activities, conducted cleanups removing nearly all debris from the parcel, and has engaged the Kailapa homestead community and youth in stewardship efforts and ceremony to instill a connection and sense of kuleana for the subject area. All of these actions were conducted at no cost to DHHL.

The Hawaii Island Plan dated May 2002 identified this 72-acre parcel for community use. The Kawaihae Regional Plan, updated 2011, also identified this parcel for community use as a Potential Resource Management Project under item no. 3 on Pg. 26.

Upon receipt of the resource management plan and a more defined development plan for the wellness park as proposed, the department shall conduct its formal review. Should the plans as submitted be acceptable, the department will then be able to submit a favorable recommendation to the Hawaiian Homes Commission for a longer-term license agreement to KCA for the implementation and management of the Kailapa Community Wellness Park.

PLANNING AREA:

Kawaihae

LAND USE DESIGNATION:

Recommended for Community Use, Hawai'i Island Plan (2002), Figure 3 – North Hawaii, Hawaii Land Inventory

CURRENT STATUS:

DHHL, Vacant & Unimproved

CHARACTER OF USE:

Community Use Purposes for Fishing and Other Cultural Practices

CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:

Triggers:

Use of State Lands

Exemption Class No. & Description:

In accordance with the "Comprehensive Exemption List for the State of Hawaii, Department of Hawaiian Home Lands, as Reviewed and Concurred Upon by the Environmental Council on June 30, 2015, the subject request is exempt from the preparation of an environmental assessment pursuant to Exemption List Class No. 5, "Basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource."

The direct, cumulative, and potential impacts of the action described have been considered pursuant to Chapter 343, Hawaii Revised Statutes and Chapter 11-200, Hawaii Administrative Rules. Since the action as proposed is determined to have minimal or no significant impact on the environment it would therefore be exempt from the preparation of an environmental assessment. The Planning Office has reviewed the proposed action and determines it as being eligible for exemption from the preparation of an Environmental Assessment under the Exemption Class as referenced above.

CONSISTENCY WITH DHHL PLANS, POLICIES AND PROGRAMS

DHHL General Plan (2002)

The recommended disposition is consistent with the following General Plan goals and objectives:

Land Use Planning

Goals:

Utilize Hawaiian Home Lands for uses most appropriate to meet the needs and desires of the beneficiary population.

- Develop livable, sustainable communities that provide space for or access to the amenities that serve the daily needs of its residents.

Objectives:

- Provide space for and designate a mixture of appropriate land uses, economic opportunities and community services in a native Hawaiian-friendly environment.

Land and Resource Management

Goals:

- Be responsible, long-term stewards of the Trust’s lands and the natural, historic and community resources located on these lands.

Objectives:

- Manage interim land dispositions in a manner that is environmentally sound and does not jeopardize their future uses.

DHHL Program Plans

Water Policy Plan (2014)

While the ROE does not specify activities that would implement DHHL’s Water Policy Plan, it is anticipated that renovations facilitated by the granting of the license will include water conservation measures to make the facility more efficient in the use of water if necessary.

Hoomaluo Energy Policy (2009)

While the ROE does not specify activities that would implement DHHL’s Energy Policy, it is anticipated that renovations facilitated by the granting of the license will include energy conservation measures to make the facility more efficient in the use of energy if necessary.

Community Plans

Ehuehu i Ka Pono – Kailapa Community Resiliency Plan (2019) (See Attachment “C”)

In 2019 KCA developed a resiliency plan to identify and address issues and to promote the health and well-being of the people, lands and resources of Kailapa and the Kawaihae ahupuaa. Stewardship and connection to the subject area and development of a wellness park is an integral part of KCA plan and vision.

RECOMMENDATION:

Land Management Division respectfully requests approval of the motion as stated

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
RIGHT-OF-ENTRY NO. 684

This Right of Entry No. 684 ("ROE") is dated this 24th day of April, 2019, by and between the State of Hawaii, DEPARTMENT OF HAWAIIAN HOME LANDS, whose place of business is 91-5420 Kapolei Parkway, Kapolei, Hawaii, 96707, and whose mailing address is P. O. Box 1879, Honolulu, Hawaii 96805, hereinafter as "PERMITTOR," and KAILAPA COMMUNITY ASSOCIATION (KCA), and whose mailing address is 61-4011 Kailapa Street, Kamuela, HI 96743, hereinafter the "PERMITEE".

PERMITTOR hereby grants to PERMITEE a Right-of-Entry upon that certain parcel of Hawaiian home lands, located in Kawahae, Island of Hawaii, identified by Tax Map Key No. (3)6-1-001:007, and further shown on the map attached hereto as Exhibit "A," for the exclusive use by PERMITEE for KCA to continue its natural resource management and cultural resource management planning efforts in conjunction with the planning process for a wellness park project as proposed, subject to the following conditions:

1. **TERM.** The term of the ROE shall be for a twelve (12) month period commencing effectively on the date that this document is fully executed by PERMITEE and PERMITTOR. This ROE may be cancelled by PERMITTOR upon 30 days advance notice in writing to PERMITEE at its sole discretion and for any reason whatsoever.
2. **PERMITTED USE.** The Premises shall be used in conjunction with DHHL Regional, Island, and General plan for what most appropriately meets the needs and the desires of the beneficiary population. Also, the Premises shall be used to develop livable, sustainable communities that provide space for, or access to, the amenities that serve the daily needs of its residents in a native Hawaiian-friendly environment. PERMITEE also agrees to manage land dispositions in a manner that is environmentally sound and does not jeopardize their future uses.
3. **FEES.** The fee for the term of this Right-of-Entry shall be GRATIS.
4. **CONSTRUCTION AND MAINTENANCE.** During the period of ROE, PERMITEE shall keep the Premises and all improvements

thereon in a strictly clean and sanitary and orderly condition, and shall not make, permit nor suffer any waste, spoil, nuisance, nor any unlawful, improper or offensive use of the Premises. PERMITEE shall comply with all rules, regulations, ordinances and/or laws of the State of Hawaii and any other municipal and/or Federal Government authority applicable to the Premises and improvements.

5. **RIGHT TO ENTER.** PERMITEE shall allow PERMITTOR, State of Hawaii, Department of Hawaiian Home Lands, the agents and representatives thereof, at all reasonable times, free access to the Premises for examining the same and/or determining whether the covenants herein are being fully observed and performed, or for the performance of any public or official duties. In the exercise of such rights, PERMITTOR and government officials shall not interfere unreasonably with PERMITEE use and enjoyment of the Premises.

6. **BREACH.** It is expressly agreed that this ROE is upon the continuing condition that if PERMITEE shall, 30 days after demand, fail to observe or substantially perform any of the covenants and the agreement herein contained and on its part to be observed or performed, and such failure of substantial compliance shall continue for 30 days after mailing of notice of such failure by Certified Mail to the last known address of PERMITEE, or if PERMITEE shall file any debtor proceedings, or take or have taken against it for good cause any proceeding of any kind or character whatsoever under any provisions of the Federal Bankruptcy Act seeking any readjustment, arrangement, postponement, composition or reduction of PERMITTOR'S debts, liabilities or obligations, or shall abandon said Premises, then and in any such event PERMITTOR may at its option cancel this ROE and thereupon take immediate possession of said Premises wherefrom without prejudice to any remedy or right of action which PERMITTOR may have.

7. **NO TRANSFER, MORTGAGE, AND SUBLEASE.** This ROE shall be non-transferable, and PERMITEE may not in any manner transfer to, mortgage, pledge, sublease, sublet, or otherwise hold or agree so to do, for the benefit of any other person or persons or organization of any kind, its interest in this ROE, the Premises and the improvements now or hereafter erected thereon.

8. EXPIRATION. Upon the expiration of this ROE, or its sooner termination as herein provided, PERMITTEE shall peacefully and quietly leave and surrender and deliver up to PERMITTOR possession of the Premises. This includes the clean-up and removal of all property belonging to PERMITTEE.

9. TERMINATION/ABANDONMENT. Upon termination or abandonment of the specified purposes for which this ROE is granted, all interests granted by this ROE and the improvement constructed by PERMITTEE on the Premises shall revert to and become the property of PERMITTOR. In the event operations cease for reasons beyond PERMITTEE'S control, such as fire or other casualty that renders the facilities unusable, PERMITTEE shall have a reasonable period of time in which to resume operations.

10. PREMISES. The term "Premises", when it appears herein, includes and shall be deemed to include the lands described above and all improvements whenever and wherever erected or placed thereon.

11. INSURANCE. PERMITTEE shall, at its own expense, effect, maintain and keep in force throughout the life of this ROE, a comprehensive public liability insurance policy, with limits of not less than \$1,000,000.00 for each occurrence, including property damage, personal injury and advertising injury; \$100,000.00 for fire damages to the Premises for any one fire; \$10,000.00 in medical expenses for any one person, and an aggregate limit of \$2,000,000.00 per policy year. The specification of these limits as contained herein shall not be construed in any way to be a limitation on the amount of liability of PERMITTEE for fees, interest or other charges under this ROE.

PERMITTEE at its own expense shall maintain and keep in force Workers Compensation Insurance to include Employer's liability. Such coverage shall apply to all of its employees.

PERMITTEE at its own expense shall maintain and keep in force Automobile Insurance, covering all owned, non-owned and hired automobiles in the following amounts: Bodily Injury: \$1,000,000.00 per person and \$1,000,000.00 per occurrence; Property Damage: \$1,000,000.00 per accident; or a combined single limit of \$1,000,000.00.

PERMITTEE shall provide certificate(s) of insurance necessary to evidence compliance with the insurance provisions of this ROE. PERMITTEE shall keep such in effect and the certificate (s) on deposit with during the entire term of this ROE.

In addition:

a. Failure of PERMITTEE to provide and keep in force such insurance shall be regarded as material default under this ROE. PERMITTOR shall be entitled to exercise any or all of the remedies provided in this ROE for default of PERMITTEE.

b. The procuring of such required insurance policies shall not be construed to limit PERMITTEE'S indemnification obligations under this ROE.

c. PERMITTOR is a self-insured State agency. PERMITTEE'S insurance shall be primary. Any insurance maintained by PERMITTOR and/or the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by PERMITTEE.

Such insurance policy shall (a) be issued by an insurance company or surety company authorized to do business in the State of Hawaii or approved in writing by the Chairman, Hawaiian Homes Commission; (b) name the State of Hawaii and its DEPARTMENT OF HAWAIIAN HOME LANDS as an insured; (c) provide that the DEPARTMENT OF HAWAIIAN HOME LANDS shall be notified at least thirty (30) days prior to any termination, cancellation or material change in the insurance coverage; and (d) cover all injuries, losses or damages arising from, growing out of or caused by any acts or omissions of PERMITTEE, its officers, agents, employees, invitees or licensees in connection with PERMITTEE'S use or occupancy of the Premises.

12. Defense and Indemnity. PERMITTEE shall release, defend, indemnify and hold harmless PERMITTOR, its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of PERMITTEE and/or PERMITTEE'S officers, employees, agents, or contractors occurring during or in connection with the exercise of this ROE. The provisions of this paragraph



shall remain in full force and effect notwithstanding the expiration or early termination of this ROE.

13. **HAZARDOUS MATERIAL.** PERMITTEE shall not cause or permit the escape, disposal, or release of any hazardous materials. PERMITTEE shall not allow the storage or use of such material s in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be bought onto the premises any such materials except to use in the ordinary course of PERMITTEE'S business, and then only after written notice is given to the PERMITTOR of the identity of such materials and upon PERMITTOR'S consent, which consent may be withheld at the PERMITTOR'S sole and absolute discretion. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by PERMITTEE, then PERMITTEE shall be responsible for the costs thereof. In addition, PERMITTEE shall execute affidavits, representations and the like from time to time at PERMITTOR'S request concerning PERMITTEE'S best knowledge and belief regarding the presence of hazardous materials on the Premises placed or released by PERMITTEE.

PERMITTEE agrees to indemnify, defend, and hold harmless PERMITTOR, its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorney's fees, and all claims, suits, and demands therefore, arising out of or resulting from any use or release of hazardous materials on the premises occurring while PERMITTEE is in possession, or elsewhere if caused by PERMITTEE or persons acting under PERMITTEE. These covenants shall survive the expiration or earlier termination of the ROE.

For the purpose of this ROE, the term "hazardous material" as used herein shall include any substance, waste or material designated as hazardous or toxic or radioactive or other similar term by any present or future federal, state or local statutes, regulation or ordinance, such as The Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, the Liability Act, as amended, and the Federal Clean Water Act, as amended from time to time, and also including but not limited to petroleum, petroleum based substances, asbestos, polychlorinated-biphenyls ("PCB"), formaldehyde, and also including any substance designated by federal, state or

local regulations, now or in the future, as presenting a risk to human health or the environment.

14. **ENTIRE AGREEMENT.** This ROE contains all of the terms and agreements between the parties relating to the subject matter hereof and supersedes and cancels any and all other conflicting prior agreements, promises, and negotiations between them. Nothing contained herein shall limit any claims by PERMITTOR against PERMITTEE arising under prior agreements, nor limit PERMITTEE'S continuing obligations under prior agreements, including insurance, indemnity, and hazardous waste obligations.

12. **SPECIAL CONDITIONS.**
A. **Restoration of Demised Premises.** In the event of a breach, abandonment or termination, PERMITTEE shall, within thirty (30) days of the termination of this Permit, restore, at its own cost and risk, the Premises to a condition similar to that which existed prior to the effective date of this Permit, reasonable and ordinary wear and tear and damage by acts of God excepted, and peacefully surrender possession thereof to PERMITTOR. This includes the removal of any complete or incomplete structure constructed by PERMITTEE. In the event PERMITTEE fails to effectuate such restoration of the Premises, PERMITTOR reserves the right to accomplish the same by its own employee or by an independent contract and to assess PERMITTEE the total costs thereof.

B. **Option to Extend.** PERMITTOR, at its sole discretion, shall have the option to extend the term of this ROE as it deems necessary and prudent.

C. All associated construction costs under this ROE shall be borne solely by the PERMITTEE and shall not, in any case, be reimbursable by PERMITTOR.




D. This permit is subject to other terms and conditions that may be deemed prudent by the Chairman of the Hawaiian Homes Commission.


[REMAINDER OF PAGE BLANK -- SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, PERMITTOR and PERMITTEE have caused this Permit to be executed by the duly authorized officers/individuals as of the day and year first above written.


APPROVED BY THE HHC AT ITS MEETING HELD ON May 22-23, 2017

State of Hawaii
DEPARTMENT OF HAWAIIAN HOME LANDS

APPROVED AS TO FORM:

Deputy Attorney General
State of Hawaii

By 
Jobie M.K. Kasagazani, Chairman
Hawaiian Homes Commission
PERMITTOR

FOR KALIAPA COMMUNITY ASSOCIATION

By 
Print Name: Diana M. Kanakali
Title: Executive Director

By 
Print Name: Diana M. Kanakali
Title: Executive Director

PERMITTEE





JANUARY 2019
Kailapa Community Association
 Developed as a part of the
 Resilient Hawaiian Communities Initiative

'EHU 'EHU I KA PONO

THRIVE IN BALANCE

Kailapa Community Resilience Plan



TABLE OF CONTENTS

- 1 About Kailapa's Resilience and Plan
- 2 A Path Towards Resiliency: Our Priorities and Actions
- 6 Why Resiliency Matters
- 8 RHC Planning Process
- 10 Ho'omāopopo: Understanding Climate Impacts
- 15 Wai (Fresh Water)
- 20 Āina (Land Use)
- 24 Kanaka (People)
- 27 Mau A Mau (Onward)

KAILAPA HAWAIIAN HOMESTEAD



Our community's vision is: "Ehu Ehu I ka Pono," to "Thrive in Balance." This is the bedrock aspiration of our community and our central vision as we approach any planning effort.

This vision is expressed through the six values laid out in the kalo leaf image. These values represent the foundation of our community's planning efforts. These values were first articulated during a series of two-day collaborative planning sessions facilitated by the University of Hawaii's Department of Urban & Regional Planning in early 2012, which led to the building of a community pavilion in the Kailapa homestead (see plan). The pavilion is the piko or center of our community planning efforts and provides a space to hold community meetings and celebrations open to all residents of the homestead.

The community has adopted these values and they have guided all subsequent planning efforts.

This plan is a more visual summary of a longer resiliency plan that the Kailapa community has worked for nearly a year on writing. In addition to a more robust discussion of the goals for Kailapa going forward, that plan also includes a resource library containing a legal memo, many maps of the area, climate science syntheses, and other documents that the community found valuable throughout the planning process. The longer resiliency plan also includes more of the resources with citations that were used to research and write the information contained in this document. The longer resiliency plan copied with the resource library will be a depository of important information the community can utilize as they begin the implementation process in 2019 and beyond.

About Kailapa's Resilience and Plan

Pūpūkahi | Holomua Kākou (United We Grow)

In January 2018, the Kailapa Community Association (KCA) was selected as one of two Native Hawaiian communities to participate in the inaugural Resilient Hawaiian Communities (RHC) initiative, which was designed to support community resilience planning through a collaborative process informed by a working group of organizations and individuals who are leaders in natural and cultural resource management, climate change science, Native Hawaiian law, and planning in Hawai'i. The RHC initiative had three objectives:

OBJECTIVE 1	OBJECTIVE 2	OBJECTIVE 3
Build capacity for Native Hawaiian communities and organizations to engage in resiliency planning.	Develop two community resilience plans to serve as models for other Hawaiian communities.	Develop greater efficiency between Federal, State, Native Hawaiian, and local partners in understanding and responding to changing environmental conditions.

The purpose of the Kailapa Community Resilience Plan (KCRP) is to create a roadmap for future land use development, promote the community's ability to thrive, and become a truly Resilient Hawaiian Community. Thriving includes the ability to adapt to and manage environmental threats as the climate changes, and be prepared and aware of potential economic, social, and physical vulnerabilities. The KCRP identifies optimal land uses to support a healthy community that manages all the resources available to it. The Plan identifies a pathway leading to how a resilient Kailapa could look like in the future, and most importantly what steps it would take to get there.

Of the six core values statements that our community has adopted, three were highlighted for this RHC project as a way to help frame the process and guide our planning efforts:

Mālama 'Āina - Resource Management

Focused on land use, freshwater access, and stewardship of our ocean resources

Mālama 'Āina means to care for and nurture the land so it can provide what we need to sustain ourselves and future generations. KCA is stewarding the lands in our ahupua'a to honor our ancestors and practice beneficial methods of land management. Native Hawaiians always had an intimate relationship with the land, understanding that if we take care of it, the land will take care of us. The Hawaiian Islands consist of great ecological diversity and its isolation in the middle of the Pacific Ocean has made it unique. With over 3,000 native species of plants and animals, many of which are endangered or near extinction, the concept of Mālama 'Āina is more critical today than ever before. This serves as the guiding principle for any 'āina-based plan to be successful.

Noho Kū'ōkō'a - Self-Sufficiency

Focused on water, land use, and economic development

The Kailapa community aspires to be self-sufficient within our own homelands by taking steps to learn and create the capacity to manage the potential sources of power, water and other natural resources (fresh water, land and ocean), and create economic opportunities within our community by doing so.

Laulima - Community Cohesiveness

Focused on leadership, relational support, growth, and community interaction

The KCA Board represents the beneficiaries on the homestead land with the kuleana of building successsorship and encouraging community engagement and participation in the planning efforts. Bringing the community together at various events helps to celebrate, share, mourn, and grow as one large 'ōhana. All 'ōhana will have disagreements, but as we ho'oponopono, and resolve our differences, we can then continue to work together for the greater good.

EHU | EHU I K A PONO | 2019 | KCA



A PATH TOWARDS RESILIENCY:

At the outset of the RHC project, KCA members considered how best to address these value statements in the KCRP and beyond. The community participated in setting out its vision for a resilient future and assess which actions would take us there. While more than a dozen areas of concern were considered, three priority areas consistently emerged through both formal and informal discussions: wai, 'āina, and kanaka.

WAI

First is wai, our fresh water, both potable and non-potable. If our freshwater supply is ever negatively impacted the result would be devastating. We must ensure that our wai is secure to have any hope for resiliency in our community.

Secure freshwater Source(s) for the community of Kailapa.

Establish Water Infrastructure

Affordable Freshwater

Beneficiary-led and Managed Water System

Sustainable Water Stewardship

We extensively researched our groundwater and surface water resources and considered all of our options for moving away from the high costs associated with our current water system. We created critical pathways for each resource and are gathering the necessary data to pursue these options so our community as a whole feels ownership in the pursuit of a new water delivery system.

PROCESS

EHU | EHU I K A PONO | 2019 | KCA



Our Priorities and Actions

These three priorities have been the driving force for the entire ten months of the planning, including community engagement, stakeholder consultation, and research with resource partners.

Each area will be explored in greater depth throughout this plan.

'ĀINA

Secondly, is 'āina, our land. We recognize that when we take care of the land the land takes care of us. Proper thinking, acting, and interacting with our land provides a place and a base to build a foundation of resiliency. Proper land use can provide an abundance of food and economic opportunity.

Re-connecting to the 'āina
Protecting the 'āina
Adaptive Reuse of the 'āina

We evaluated what we knew about the use and potential of these lands, met with key stakeholders for their 'ike, and overlaid the community interest to different sections of the 10,000 plus acres.

KĀNAKA

Our third priority area is kānaka, our people, our community members. There can be no resilient community if there is no community. As our people grow and develop, as our relationships are strengthened, our capacity for resiliency increases. When there is harmony within each person and between each person, the 'āina, and the wai, we believe there is harmony in the community, and there exists true thriving in balance.

Community Capacity Building
Improved Quality of Life

We ensure all decisions are community-driven, value-based, and aligned with our vision. Capacity building is an important step for the community to achieve its goals throughout the development and implementation of this plan.
Facilitate opportunities to learn, practice and share Hawaiian knowledge of history, culture, values and traditional practices.



A PATH TOWARDS RESILIENCY:

WAI

First is wai, our fresh water, both potable and non-potable. If our freshwaters supply is ever negatively impacted the result would be devastating. We must ensure that our wai is secure to have any hope for resiliency in our community.

Exercise Native Hawaiian rights by petitioning for a Surface Water Reservation in the Kohala Aquifer for above ground resources.

Commission a groundwater assessment in the Māhukona Aquifer to determine the quality and quantity of the available resource underground.

Assess the condition of the streams and diversions mauka of Kailapa, especially in the Kehena Ditch System and the 16" pipe built to transmit surface water to Hawaiian Homestead land.

Install water gauges in the Kehena Ditch to analyze the amount of water flowing in the system.

Develop a plan for the storage and transmission of water to the residences.

Train Kailapa residents to operate a future home-stand-owned water system, effectively returning to the old system of a kahu wai (water steward) or a kono'ihiki who was in charge of controlling the water in an ahupua'a.

Implement water saving technologies by installing residential low flow regulators and grey water conversions for irrigation.

NEXT STEPS



Our Priorities and Actions

‘ĀINA

Secondly, is ‘āina, our land. We recognize that when we take care of the land the land takes care of us. Proper thinking, acting, and interacting with our land provides a place and a base to build a foundation of resiliency. Proper land use can provide an abundance of food and economic opportunity.

Establish multiple “campuses” to facilitate different focus areas for the rehabilitation and rejuvenation of our ahupua‘a.

Continue the Nā Kilo ‘Āina program which is focused on building observational skills to empower community members to manage and protect our natural resources

Learn from our ancestors by preserving the historical and cultural resources in our ahupua‘a.

Control ungulates (especially goats) and other invasive species through fencing and other eradication efforts.

Plant native dryland conducive plants to reduce the erosion and runoff to the makai areas.

Establish roads in the mauka parcel for ingress / egress to access the lands of the ahupua‘a as well as provide alternative disaster routes.

Establish community agriculture and food security

Manage the makai resources as a primary source of protein.

KĀNAKA

Our third priority area is kānaka, our people, our community members. There can be no resilient community if there is no community. As our people grow and develop, as our relationships are strengthened, our capacity for resiliency increases. When there is harmony within each person and between each person, the ‘āina, and the wai, we believe there is harmony in the community, and there exists true thriving in balance.

Develop an apprentice program to encourage younger members of our community to take leadership roles and advance our goals in ways that are inclusive of all members.

Train and educate leaders to build capacity through board training, fundraising, and administrative skills.

Expand Friday “talk stories” to encourage other opportunities for casual, inclusive problem solving and planning.

Build off the momentum of the huakai to Molo-kai‘i, where we witnessed the community driven resource management work being done all over the islands.

Implement and manage renewable energy projects to create self-sufficiency and economic opportunities for KCA members.

Work with partners like Pacific Growth Associates to build leadership and raise funds.

Host workshops for cultural practices, history, and values.



Why Resilience Matters

Background and guiding principles

On Oct. 15, 2006, an earthquake of 6.7 magnitude occurred off the shores of Kiholo Bay. This earthquake caused damage to Piers 1 and 2A at Kawaihae Harbor, an essential port, causing them to be temporarily unusable. The earthquake also damaged the two bridges that connect the Kailapa Homestead to the rest of the island. The bridges were unsafe for vehicles to drive over and left the Kailapa Homestead isolated for approximately two weeks. The impact increased community interest in becoming self-sufficient and better prepared for similar types of disasters. It was a very real window into the kind of **future impacts expected from climate related events**. As the ecology around us experiences major shifts, and the climate impacts become more extreme, **these kinds of isolating events will become increasingly common**.

As Native Hawaiians, our ancestors strived for balance guided by the principles of:

Hā (breath of life)
‘Ohana (family)

Lokahi (unification) unified in vision and purpose

Kūpāa (steadfast, stand together) united for the purpose.

Aloha (love, compassion, mercy, sympathy).

Laulima (work together) to mālama ‘āina from mauka to makai

Mālama ‘āina (caring for all that sustains us)

These principles coupled with traditional knowledge gave our kūpuna a pathway to provide for their ‘ohana and community. They understood the seasons and knew when to plant, when to harvest, and when to celebrate their abundance. They participated in Makahiki, a time set aside annually for sports, religious festivities and celebration, when all weapons were put aside to ensure peace and an opportunity to give thanks for all things – living and spiritual.



“Indigenous cultures are resilient, and their resilience has empowered Pacific island communities to survive several millennia on islands. These communities have survived extreme events and responded to change through adaptive mechanisms based on traditional knowledge that has evolved over many generations.”

— National Climate Assessment



What does Kailapa need to be Resilient?

Resiliency (re-sil-i-ence | Vri-'zil'-yen(t)s |):
An ability to recover from or adjust easily to misfortune or change.

What is resiliency?

While the dictionary defines resiliency one way, we felt it was more important as a community to identify characteristics of resilience that would answer the question,

"What does Kailapa need to be resilient?"

Water Drinking & Agricultural	Strategic Land Use Planning	Economic Development
Educational Resources (Schools)	Health & Safety	Communication
Standing Together	Funding	Renewable Energy
Affordable Housing & Expansion of the HHC	Support from Youth in the Community	Kūpuna Resources
Food Security	Topsoil	Self-Reliance at Individual Homes
Incentivize Participation in the Planning Process	Strong Leadership that includes Youth & Diverse Viewpoints	Stronger Sense of Responsibility Towards Neighbors



As our community gathered in 2018, we had many discussions about what resiliency means for us and our families. Our discussions brought us back to two important symbols: the 'ōhi'a lehua, which is often the first plant species to emerge after a lava flow, and the 'ā'ai'i. An 'ōlelo no'eau says of the 'ā'ai'i:

"He 'ā'ai'i ku makani mai au; 'ā'ohe makani nana e kula'i"

Literally translated as, **"I am a wind-resisting 'ā'ai'i; no gale can push me over"**, this beautiful phrase speaks of the native shrub that resists and stands strong against many environmental impacts. This simple but powerful phrase exemplifies resilient systems able to absorb, adapt, and overcome stressors. Like the 'ā'ai'i, our community can build towards resiliency, ready for any challenge – environmental or otherwise.



Planning Process

The RHC planning process was built on community members' experiences, connections, and 'ike. **This community planning process is meant to grow and evolve in line with the work and priorities of the community.** As a homestead community, working together with the Hawaiian Homes Commission Act that made homesteading for Native Hawaiians possible with the goal of supporting self-sufficiency and self-determination within our community.

In our community planning, community members identified some of the following future stressors including both: **Shocks (acute)** and **Gradual (chronic)** stressors. Participants especially reacted to the potential for fire, heat, and the strong, volatile winds of Kawaihae known as Mumuku.

Shocks (Acute)	Gradual (Chronic)
Fire	Fire
Volatile Wind	Kohala Winds Ho'omumuku Mo'olelo
Tsunami	Geographic Isolation
Hurricanes	Heat
Earthquakes	Mosquitos
Coral Death (Bleaching)	Goats
Heavy Rain Events	Poor Soil/Erosion



Kūkākūkā Community Meetings

Several meetings were held to kūkākūkā around the theme of resilience for Kailapa. In April 2018 members of the community gathered to discuss the vision for the homestead. Strengths and weaknesses were identified as well as a general vision and direction for the planning process. Seeking to expand and enrich the knowledge of our community leaders a huakai to Molokai was organized.

Huakai to Molokai

The huakai included current and potential future leaders from Kailapa, as well as a representatives from every coastal organization within the Kai Kula Network, a group of representatives from each community along the Kohala Coast. The participants came from a wide variety of backgrounds and experiences with the common thread being their deep desire to care for their resources in their different geographic areas.



The overall goal of the huakai was to expose the participants to multiple environmental threats and the mitigation efforts being used to mitigate the threats. By bringing people together with the common goal of caring for their resources created a bond that will last a lifetime. **What happens mauka impacts what happens makai.** Each day a different site was visited and hana was done by all participants; dredging out invasive gorilla ogo (seaweed) in thigh-deep mud, pulling weeds from a native plant preserve, and removing trash along the shoreline from a proposed community managed fishing area. Everyone worked together to get the job done.



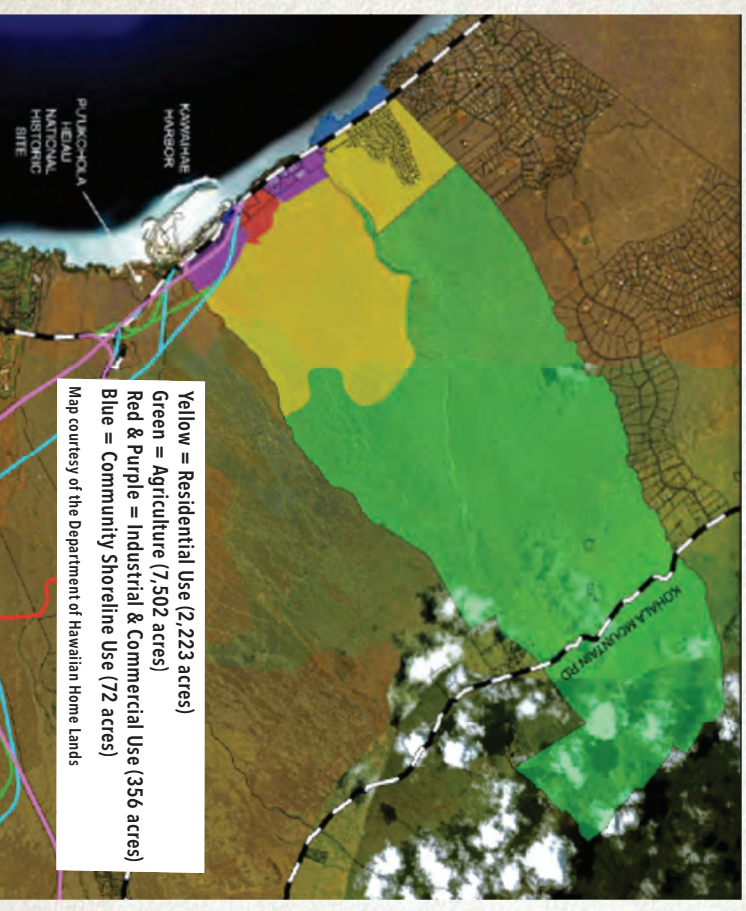
Since returning from Molokai, the South Kohala Coastal Partnership, Kai Kulaena Network and Kailapa teams participated in the final debrief at Kiholo Bay and committed to planning the next steps. The group continues to meet every month to plan, build relationships, solicit support for managing the Kawahae ahupua'a, and step into leadership roles for the various campuses outlined later in this plan.

The future leaders of Kailapa need to work together to ensure plans are in place to be prepared for future ecological events. **Time and again we have learned that the connectivity and social fabric of the community serves as our greatest asset in times of trauma.**

Understanding Climate Impacts

Kailapa is a community rich with talents, passion, and diversity among the approximately 150 ohana and almost 600 people that call this 'āina home. Opened as a DHHL homestead community in 1996, the families that have since come to Kailapa have largely built their own homes and properties with their own hands. They have experienced various challenges, but our community remains strong, resilient, and committed to a thriving future for our 'ōhana.

Kawahae Area Lands



Kawahae is located on the western side of the island of Hawai'i, spanning over 10,153 acres from mauka to makai. There are two neighboring ahupua'a: Kawahae I and Kawahae II. The Kailapa Community is located in Kawahae I, which is owned by the Department of Hawaiian Homelands. The majority landowner of Kawahae II is The Queen Emma Foundation, who leases the land out to local ranches.

Rainfall in Kawaihāe

A lack of rainfall and freshwater resources present major issues for further development in the low-elevation areas of Kawaihāe that include the residential subdivision. This steep gradient of rainfall within a relatively short distance makes Kawaihāe a unique environment that offers a wide range of habitat including as high as 5,000 ft. in elevation at Pu'u Lapalapa, Pu'u Honu, and Pu'u Iki.



Kāhūli Aniau - Climate Change

Being the Kilo (watchers of the environment) and understanding the connection between what is going on in the environment and how it impacted their resources allowed our ancestors to feed their people for generations without outside help or importing goods.

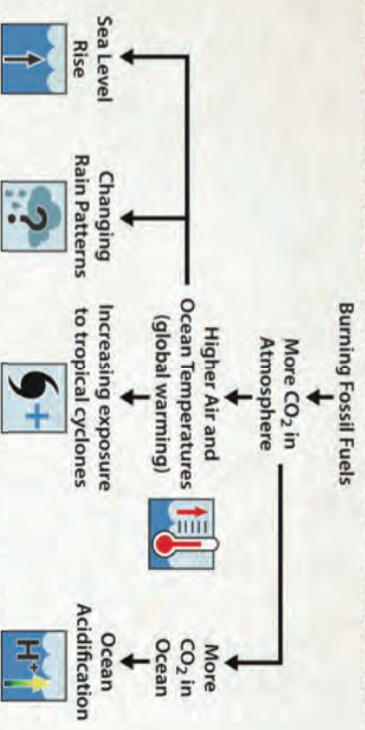
Climate change is a reality impacting many communities. KCA set out to get a handle on what climate change impacts may look like for families here in Kailapa, and how to prepare. During our visioning meetings, Kailapa community members identified a number of possible climate risks, some of which we are already seeing:

1. **Rising ocean temperatures** resulting in coral bleaching and coral death, which negatively impacts the food supply for 'ohana.
2. **Drought conditions** impact the community's ability to grow food and increase the demand for freshwater.
3. **Flooding from extreme rainfall events** has impacted soil, growing conditions & community safety, resulting in sediment run-off which damages water quality and coral health.



The Science of Climate Change

We decided to take a deeper look at the causes and impacts of climate change, shown in the figure below. The impacts are far-reaching – from mauka to makai.



Climate change impacts in Hawaii! Global greenhouse gas emissions are resulting in higher air and ocean temperatures, a more acidic ocean, sea level rise, changing rainfall patterns, and the potential for more intense hurricanes and tropical storms in Hawaii. *Figure source: PIEL, PCEP and Fletcher 2016*

Mauka Changes

Kawaihāe has been getting warmer and drier for the last century.² By 2100, Hawai'i's average annual temperature is anticipated to increase to 3.6°F to 6.3°F, with greater temperature increases at higher levels.³ Precipitation patterns are also changing. The Hawaiian Islands receive approximately 1 foot less annual rainfall today than we did one hundred years ago.⁴ Future projections for Hawai'i anticipate a drier South Kohala coast with less precipitation in Kailapa.⁵ On the sacred summit of Mauna Kea, snowfall was far more common in the 1700s-1800s than it is today.⁶ By 2100, the near-disappearance of snowfall is anticipated.

What do these changes mean for the lands of Kawaihāe?

1. Agricultural practices will need to adapt to keep up with warming temperatures, changing rainfall patterns, and more intense droughts.
2. Heat-sensitive species will need to migrate to cooler temperatures at higher elevations, and some will not survive if they are unable to find suitable habitat.
3. More heat and less rain means greater chances of drought, which in turn increases the chances of wildfires and severe dust storms (see photos). However, **wise land management practices can provide a buffer** against both wildfires and dust storms – even in a changing climate.



Mauka to Makai Effects



Dust storm in Kailapa (taken on December 8, 2018). Even minor events such as wind storms can have an impact on the community and the ecology. This demonstrates how the tree cover can keep soil from running off during flooding. On the right, the wind is carrying the dirt out to sea causing low visibility, where normally one can see Hualalai Mountain on the horizon.

Makai Changes

Sea surface temperatures have been warming every decade from 1970 to 2010.⁷ **Even small changes in water temperature can impact the feeding, reproductive behavior, growth, and habitat ranges of marine species.** With warming sea surface temperatures, Pacific fisheries will likely move towards cooler waters. This could initially improve fish catches around Hawai'i, but by the end of the century we will likely have less ahi, a'u, and other billfish in the central and western Pacific.⁸

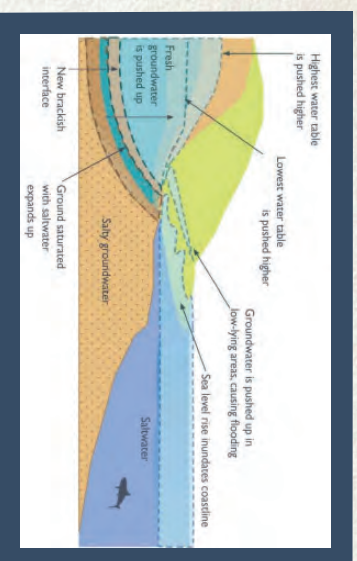
From 2014-2017, the world experienced a massive coral bleaching event, during which 70% of the world's coral was damaged.⁹ **In the western Hawaiian Islands, 50% of coral cover died.** The cause of this bleaching event was unusually warm ocean waters. Sea surface temperatures are projected to warm ~0.5°F per decade this century. **At this rate, in the year 2040 bleaching events will start occurring annually in Hawai'i.**¹⁰

Because the oceans have helped to soak up the excess CO₂ that society has emitted, the composition of ocean water has been changing. These changes in ocean chemistry are reducing the ability of corals and other shell-forming organisms (e.g., ophi, clams, urchins, and various plankton) to build their skeletons and shells.¹¹ If the ocean becomes too acidic for small animals that are food for fish to grow and reproduce, this will have serious and far-reaching effects across the ocean food web.

Increases in temperature are melting ice sheets and glaciers on the continents. As the ocean water warms, it expands – also leading to sea level rise.¹² Since 1977, the NOAA station in Hilo has measured ~1 ft in sea level rise. Future sea level rise projections for Hawai'i range from another 1.4ft to 10.8 ft by the end of the century.¹³



Impact of Rising Sea Level on Groundwater



The above figure shows the impact of rising saltwater on groundwater, including flooding and inundated coastline. Figure adapted from Abby Mohan (2018) Presentation on Emergent Groundwater and Sea Level Rise, the Silent and Largely Unknown Underground Threat.

How might sea level rise impact Kailapa?

1. There will be a greater chance of coastal roadways and infrastructure being flooded due to a combination of sea level rise, stronger storms, and more intense rainfall during storms. This could flood parts of the highway (cutting off access), Kawahae Harbor (cutting off shipments), and result in increasing coastal erosion (making ocean access more difficult).
2. Underground freshwater aquifer systems will be impacted as the salt water pushes up the fresh water, decreasing the freshwater lens, increasing the salinity of local wells and freshwater resources along the coast– including in Kailapa.
3. Large waves and rising sea level will erode away the rocky cliffs, impact fishing grounds, and eventually flood parts of the trail system.
4. Species that nest along the coasts will also be endangered due to the loss of nesting grounds (e.g. albatross, sea turtles, Hawaiian monk seals).

The question, “how do we build resilience to climate change?” is a question about **who we are and who we want to be as a community.** Ancestral knowledge connects us with alternatives to the present-day model of society, as we move forward into a future filled with both uncertainty and potential.



Fresh Water is Critical to Kailapa's Future

Background

Water is the foundation of all life, without water there is no life. For Kailapa to mālama āina we must first have fresh water, therefore, KCAs main priority is to get the water from mauka (the mountains) to our homestead some five or six miles downhill. This pursuit was at the core of our vision and planning process with our community. Access to water undergirds the other pillars of our priorities. Without water 7,500 acres of designated agricultural land in our ahupua'a is not viable. The current potable water source from neighboring Kohala Ranch will only provide for about 50 more residential lots before reaching the contractual water use limit of 117,000 gallons per day (GPD). As a community we don't want to contemplate what Kailapa's future without another potable water source would mean for generations to come. We must seek alternatives.



Rising Water Costs Will Hinder Our Resiliency

On August 1, 2018, new water rates went into effect for the community, ranging from \$3.67 - \$8.30/1000 gallons of use. This means Kailapa is paying some of the highest rates for water in the state. The tenuous nature of Kailapa's water supply is a major concern in the community and within DHHL. Rising costs (a 400 percent increase over the next 10 years), unreliable access (potential loss of access with just two years notice), and limited access (water for residential purposes only, no agricultural use) are all motivating the search for alternative water sources.



Especially in light of these exorbitant rate increases, freshwater is the foundation required to successfully build Kailapa's self-reliance, independence, and resiliency. Kailapa is located in one of the driest areas of the main Hawaiian Islands and secure access to fresh water is required for community long-term resiliency.



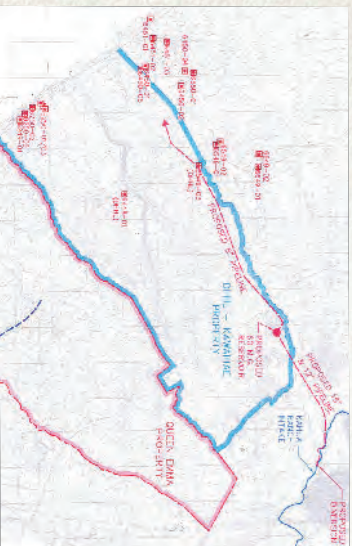
In 2014, KCA, with the support of the Waikoloa Dry Forest Reserve, **gathered the seeds, propagated, and planted over 2,000 native Hawaiian plants below our pavilion site** and on the steep hill above the gully as a part of our land stewardship project to mitigate the erosion and prevent the runoff from entering the ocean. Unfortunately, there was an undetected water line break resulting in 94,000 gallons of water lost. **The community was forced to turn off the water to the plants and let them to die** as it was pointed out to KCA that DHHL's contract with the Kohala Ranch Water Company was for residential use ONLY and NO Agricultural use is allowed.

Seeking workable alternatives to the current water situation, community members have discussed the challenge internally as well as engaging in ongoing dialogue with DHHL staff, state and county agencies, neighboring ranchers, water resource specialists, politicians, the Rural Water Association, and others.



The Pursuit of Bringing Water Down the Mountain to Kailapa

In the 1960s, when preparations were being made for the development of the Kawaihae Hawaiian Homestead, ranching was central to this region's economy, and securing water for this developing area was a priority. State infrastructure was developed during this time to supply the future Kawaihae Hawaiian Homestead with a source of fresh water, including the installation of a large 16-inch pipe from the Kehena Ditch to the upper portions of the Kawaihae parcel (see diagram).




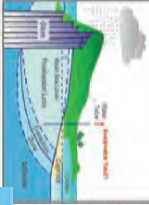


Unfortunately, this project was stopped when the Federal Clean Water Act was passed in 1972, creating new regulations requiring a water treatment facility, making it too expensive to provide potable water to Hawaiian Homelands. This postponed development in Kawaihae for more than twenty years until the residential area of Kailapa was built in 1996 on a much smaller scale than initially planned.

Knowing this history, we were curious if we could access the water that is still flowing through the 16" pipe and is currently being stored for agricultural use by neighboring Ranches. That curiosity led us to the search for various Critical Pathways that will allow us to seek several routes for the pursuit of fresh water.

Critical Pathways to Securing Clean, Affordable Fresh Water

We must consider a possible future with less potable and non-potable water resources in Kawaihae. Given the climate stressors on freshwater resources – both in the present and near future – our community has begun researching all available geological and legal tools to ensure that Kailapa's water needs are secured for today, and even more importantly, for future generations to come. These three pathways described in the chart present concrete steps for moving away from our reliance on Kohala Ranch for our freshwater needs and **seeking self-sufficiency**. As Kailapa continues on this resilience journey, especially in light of our water needs, we feel blessed to have incredible resources available to us, including the residents of Kailapa, Family Interconnections, multiple supporting partners in the Kohala area such as the Rural Water Association and their members, all who have provided Kailapa with support, a wealth of knowledge, and experience in developing access to fresh water and the management of these systems.



Source	Description
 <p>The Kehena Ditch</p> 	<p>Surface water Potable or non-potable Diversion from Honokāne Nui Stream 16" pipe on DHHL land (currently leased by Kahua Ranch) Ditch flow data shows an average 6-7 MGD (with a high of 54MGD and a low of 0) But also lots of dry days of no/low flow Storage a necessity</p>
 <p>The Māhukona Aquifer</p> 	<p>Groundwater Potable 17 Million Gallons Day (MGD) Sustainable Yield 2 Existing wells on DHHL non-commercial land (6549-03 & 6448-01) Expect less saline water as we move up the mountain.</p>
 <p>Kohala Ranch Water Company (KRWC)</p> 	<p>Current status Contract meant to be temporary but has lasted more than 20 years Limited to residential use Use capped at 117, 600 MGD (current use averages 75-80,000 MGD)</p>



'ĀINA

To carry out this campus concept we have divided the ahupua'a into 6 sections from mauka to makai:

Wao Akua- A distant mountain region, believed to be inhabited only by gods and spirits (akua). This Conservation Watershed campus, inclusive of the Kohala mountain peak, offers opportunities to learn about the Kohala Aquifer System and the key role that moss and other vegetative life play to recharge the aquifer.

Wao Nahele- An inland forest region with the goal of reviving Native Hawaiian indigenous trees using modern day tools and technology. The purpose in this campus is to contribute to a healthy watershed and create a habitat for native wildlife. Here lies the opportunity to study orographic patterns on the leeward side, consider reforestation with carbon credits, the importance of pu'u, upland farming, and increased aquifer recharge.

Wao Kanaka- An inland region, where people may live or occasionally frequent. Currently, there are cattle roaming this area, with a unique potential opportunity for KCA to take on a lease and build the community's capacity to sustainably ranch these lands. Here, we can learn about the rotation of cattle herds with agricultural crops; a system to increase the potential of recycling nutrients as well as the history of the Panolo (cowboy) and the impacts the cattle ranching industry has had on the land.

Wao 'Ilima- An area where the native shrub 'Ilima, Sida fallax, thrive. A dry land forest may be ideal in certain areas of this campus. There are many existing cultural sites on this parcel. The beautifully preserved traditional mala (irrigated field) is evidence that it once sustained the people living here. We can learn how the system was used, how water was diverted from the gulches to feed the mala with traditional practices, plant native hardwood trees, as well as preserve historical sites. Adaptive re-use of this system can cultivate native plants grown for food and other uses.

Oihana- Oihana is defined as occupation, trade, profession. This Campus is devoted towards economic development. What can we grow to reap the most benefit with multiple purposes? For example, corn is used for food and fuel, and hemp can create medicine, food, and fiber. Here we can also incorporate aquaculture with fish, prawns, and algae. Through agriculture and innovation, this campus could potentially provide a setting for value-added product development such as biofuel production, fiber composites, eco-friendly plastics, and more. At this lower elevation, a solar farm could provide energy for the community as well as community economic development by selling power back to the electric company, further moving us away from burning fossil fuels while building self-sufficiency as a community.

Kahakai & Kai- The Na Kilo 'Āina program has an existing presence teaching the next generation of leaders to be the observers and monitors of our environment. Studies, like intertidal surveys, promote sustainable fishing practices and improve cultural relationships to the ocean. Research on the health and sustainable yields of our aquifers below us would be beneficial for the community to understand the health of our water resources. We know that water and air temperatures are warming and the ocean is becoming more acidic. We will use this knowledge to research the different options available to us to monitor these changes locally, and research the impacts they are having on our marine resources and coastal ecosystems. A few years ago DHHL designated a 72-acre parcel along the shore for community use, and KCA is in the process of developing plans to create a wellness park with walking and jogging paths, native plant revegetation, a community-managed fishing area, and a few campsites. People can enjoy this campus as a recreational area to reconnect, mālama 'āina, and enjoy the makana (gifts) it provides. By working with the Ala Kahakai National Historic Trail Association and the National Park Service to develop a plan for the trail system along the Kalapa shoreline, we can restore the connectivity of the ancient trail system.



'ĀINA

The 'Āina Momona Action Plan

KCA plans to manage the shoreline resources that includes up to three miles out into federal waters. This is typically under the State's jurisdiction, however the community would like to take the kuleana to carry out the already written 'āina momona action plan. **The 'Āina Momona Action Plan** is contained in our Resource

Library and it describes our desire to create and support a community of abundance and prosperity where we understand and embrace the connectivity, relationships, and dependency we have with our lands, oceans, and each other. A resilient community engaged and empowered to address the productivity of our community on all levels (physical, mental, emotional, spiritual) shifting our behaviors to be ever present, conscious, and responsive to the needs of our diverse and unique South Kohala landscapes. **We envision a community moving past a want to survive to a place where we THRIVE.**

Our intention is to continue to perpetuate traditional practices of mālama makai along with mālama 'āina. After the harvest from the ocean comes a time to mālama. The traditional techniques of caring for and feeding the fishing ko'a grounds must be practiced and perpetuated before that knowledge is lost. This knowledge reinstated can help to sustain the fish population while feeding the people with traditional harvesting practices.



Activities that will help Kawaihae achieve the goal of land rehabilitation in the ahupua'a include:

Work with DHHL, initially, to gain Right of Entry (ROE) during the detailed planning process. The end goal is to secure a long term license for community use.

Identify the best access routes to and from the six campuses to current residential lands.

Learning together: participatory action research to better understand the freshwater system. Go on huakai to reconnect with the 'āina.

Engage current DHHL lessees above Kohala Mountain Rd in conversations around land use.

Conduct land surveys to understand the ecosystem and identify the current status of the fauna and flora impacts from non-native species of plants and animals (feral and domestic) and to document historical and archeological sites.

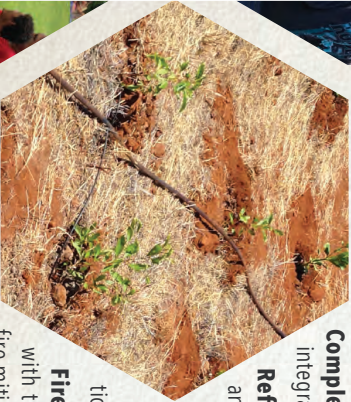
Complete a detailed plan for each campus as a separate but integrated part of the entire plan.

Reforestation: replenishing of the aquifer, reducing erosion, and capturing CO₂.

Flowing water: letting streams run to the ocean with no diversions.

Field systems: restoring and reconnecting to the traditional agricultural systems found in Kawaihae.

Fire mitigation: Kailapa is a Fire Wise Certified Community, with the potential to access federal FEMA grants for large-scale fire mitigation efforts.



Creating A Better Life for Our People

Our objective for this third and final priority area for the Kailapa Community Resilience Plan is to contribute to the resilience of our community in ways that help to create "living conditions that are good" for our kānaka, our people. We will accomplish this through active and involved leadership, a strong cultural foundation for our thoughts and actions, and sustainable economic development.

Our Leadership Past, Present and Future

Traditionally, Hawaiians had a form of government with a King, a Prime Minister, Governors, and District Chiefs. Today, boards have an elected President, Vice President, Treasurer, Secretary, and Directors to manage the business of the organization. **The KCA Board represents the beneficiaries on the homestead land with the responsibility of building successorship and to encourage the community to get involved and be a part of the solution.** Over the years, KCA developed a network of relationships and partnerships that support multiple projects and programs for the community. KCA wants to work with DHHL to provide assistance in manage lands of the ahupua'a and create community learning campuses to mālama 'āina through community stewardship.

As we begin to institute **this beneficiary-led plan for the ahupua'a**, all need to be united in vision and spirit. Choosing the right leaders is imperative. KCA leaders must possess the desire to be part of the solution, understand the physical, social, and mental commitment required to be successful, and above all be pono.

Our leadership team is committed to the continued growth and development of the present and the future leadership of the community. Activities to do this include leadership training to build capacity, apprenticeship and mentoring programs, along with continued work with partner communities and organizations.



Our Cultural Foundation

I ka wā kahiko, in the old days, **our ancestors were resilient.** Our belief is that as we reconnect to the old ways of thinking that those ways can impact our present and future ways of living.

Nā Kilo 'Āina is a **way of thinking, a lifestyle, and it is the foundation to this plan.** It refers to the watchers and observers of our sustenance. The Nā Kilo 'Āina approach "integrates and embodies multiple knowledge systems and perspectives to support communities in building a holistic understanding of biological, cultural, and social well-being. **Utilizing the tools of western science, indigenous science, and the community relationships ... can improve resource management while also giving a strong voice to community health and well-being.**" Like Pelika Andrade, we believe that "this is the foundation of the relationship our ancestors had with 'āina and guided the choices they made to manage Hawaii in a sustainable way." The activities "look through the lens of our ancestors and through "ma ka hana ka 'ike," make an effort to support participants to walk in the footsteps of our ancestors".

At an October 12, 2018 meeting, the Kailapa community resolved to institute cultural protocol into future gatherings, and for **everyone to learn their mo'okūauhau** (genealogy). The purpose of this is to be able to introduce oneself to place and ask guidance from Akua and the Ancestors who have passed before us. **A traditional cultural approach will be the foundation of our community's interactions with one another and with the land and world around us.**

Sustainable Economic Development

One of the biggest challenges for individuals in Hawaii today is the high cost of living. Becoming resilient as a community means providing direction and opportunities for individuals to realize economic stability in their households. The phrase 'āina momona describes land that is abundant and bountiful and can provide for our needs. **This provision from the āina can be financial, material, and even agricultural.**

Kailapa is taking a traditional Hawaiian approach adapted to the 21st Century to implement the community's 'āina momona action plan. We agree with Morishige, Andrade, et al. (2018) that **"resource-management strategies must account for equitable outcomes rooted in an understanding that biological and social-ecological systems are one."** Renewable energy projects, agricultural parks, and community managed fishing areas are all possible activities that can provide positive economic outcomes while preserving our biological and social-ecological systems.



Actions that will grow our community resiliency:

Leadership:

- Share community resiliency plan with DHHL and get input.
- Apply for Right of Entry to mauka parcel in 2019
- Adopt the Kailapa Community Resiliency Plan by resolution from KCA board in 2019.
- Select the appropriate project coordinator or lead for each campus.
- Identify funding opportunities, grant writers, and partner with other like minded, mission-based organizations.

Cultural Foundation:

- Team will select an appropriate Oli (chant) and learn it together.
- Oli will be used at each entry onto property.
- Team leads will be selected for all areas (based on land division or expertise needed).
- Document the historical use and mo'olelo (stories) to get to know place and honor that space.

Economic Development:

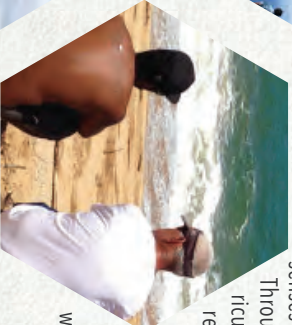
- Raise animals for food production on one campus to provide beef, lamb, or poultry to feed resident families.
- Install reservoirs for agricultural use, fire mitigation, and potential energy production (i.e. pumped-hydro storage).
- Implement 4-H and Future Farmers of America Youth programs to teach and support animal raising, grazing, and the food chain.
- Establish agricultural parks for adaptive use for farming, food production.
- Establish a community managed fishing area.
- Sell locally grown produce & meats (beef, lamb, chicken, eggs, honey).
- Encourage Ecotourism through archeological & historic trail hikes, bike paths, energy demonstration projects.
- Establish carbon credits from reforestation of the mauka lands.
- Explore renewable energy projects like photovoltaics and pumped-storage hydroelectricity using reservoir and dip tanks located on our ahupua'a for energy production.
- Sell Native plant seedlings to neighbors and wider community.
- Explore Beekeeping opportunities.



Continuing Onward

The Kailapa Community Resilience Plan sets forth a vision of how we will move forward as we build this ahupua'a for the generations to come. But we know our work is far from over, in fact it is really just beginning. This plan is designed to keep evolving through time. Adaptation is a continuous process that is evident in the world around us. Thus, this plan will also adapt through time, but always with the goal of future generations reaping the benefit of our efforts and achieving a truly resilient and self-sustaining Hawaiian community.

This plan focuses on creating campuses within the Waahi Pana to begin the work of restoring life to the land and to the people of this place. This is an effort to **empower our community** to ensure a healthy and sustainable lifestyle and induce a shift in the characteristics of our lifestyles to foster a sustainable, healthy relationship to our 'aina, our source of sustenance and life that also "nurtures the social, cultural, and spiritual



community in claiming a "space in which to develop a sense of authentic humanity"... a place in which, to "recover ourselves".

This is the first step in empowering communities with beneficiary-led land management, and enabling the community to directly take responsibility for the 'aina to provide opportunities for future generations. It will take every person living here, sharing a common vision, and stepping up to take a portion of the kuleana.

"'A'ōhe hana nui ke alu 'ia"
No task is too big when done together by all

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Mahalo for your interest in the
Kailapa Community Resilience Plan

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ABOUT KCA

The Kailapa Community Association (KCA) represents the 150 families living in the Kawaihae Hawaiian Homestead in Honokaa. Honokaa is located on lands owned by the Department of Hawaiian Homelands (DHH) on the South Kohala coastline of Hawai'i Island. The DHH lands extend from the shoreline to the base of Kohala Mountain, covering 10,153 acres (DHH 2010). We formed as a 501(c)(3) non-profit organization in 2010 in order to work towards our community mission to empower Native Hawaiians living in Kohala by supporting the physical, mental, spiritual and cultural health of people and place. Our community vision, as shared on the cover is: "Ehu Ehu I Ka Pono", to "Thrive in Balance."

ABOUT RHC

The Resilient Hawaiian Communities (RHC) initiative was designed to support community resilience planning through a collaborative process supported by a working group of organizations and individuals, who are leaders in natural and cultural resource management, Native Hawaiian law, climate change science, and planning in Hawai'i. The project was administered by the U.S. Fish and Wildlife Service and co-led by the Department of Interior's Office of Native Hawaiian Relations, National Park Service's Pacific Islands Office, and the University of Hawai'i at Manoa's William S. Richardson School of Law Ka Huli Ao Center for Excellence in Native Hawaiian Law.

This plan is a more visual summary of a longer resiliency plan that the Kailapa community has worked for nearly a year on writing. In addition to a more robust discussion of the goals for Kailapa going forward, that plan also includes a resource library containing a legal memo, many maps of the area, climate science syntheses, and other documents that the community found valuable throughout the planning process. The longer resiliency plan also includes more of the resources with citations that were used to research and write the information contained in this document. The longer resiliency plan coupled with the resource library will be a depository of important information that the community can utilize as they begin the implementation process in 2019 and beyond.

Written by **JORDAN HOLLISTER** with support from **DIANE KANEALII** (Kailapa Community Association) and **ARIC ARAKAKI** (National Park Service, Historic Trails)

RHC co-leads

STANTON ENOMOTO Department of the Interior, Office of Native Hawaiian Relations **MELIA LANE-KAMAHELE** National Park Services

DEANNA SPOONER U.S. Fish & Wildlife

KAPUA SPROAT Ka Huli Ao Center for Excellence in Native Hawaiian Law, William S. Richardson School of Law

RHC Project Staff

PAULA MACCUTCHEON, **REBECCA SOON**, **KAYALA SOUZA** Project Manager, Solutions Pacific

SEAN ARONSON RHC Legal Fellow **WENDY MILES** RHC Community Resilience Planner and Environmental Scientist



Publication Design
MELE McPHERSON


STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

February 16-17, 2021

To: Chairman and Members, Hawaiian Homes Commission

Through: Peter "Kahana" Albinio, Jr., Acting Administrator
Land Management Division 
Kalei Young, Supervising Land Agent 
Land Management Division

From: Shelly Carreira, Land Agent 
Land Management Division

Subject: Approval to Issue a Right of Entry to State of Hawaii, Department of Agriculture,
Wailua, Hana, Island of Maui, TMK: (2) 1-1-005:022 (por.)

APPLICANT:

State of Hawaii, Department of Agriculture, "PERMITTEE"

RECOMMENDED MOTION/ACTION:

1. That the Hawaiian Homes Commission (HHC) grant its approval to issue an Right of Entry (ROE) permit to State of Hawaii, Department of Agriculture for approximately 120.0 square feet (more or less) of Hawaiian home lands under TMK: (2) 1-1-005:022 (por.) for non-exclusive roadway easement access.
2. Authorize the issuance of a Right of Entry permit to PERMITTEE covering the subject area under the terms and conditions cited below, which are by this reference incorporated herein and further subject to the following:
 - A. The standard terms and conditions of the most current right of entry permit form, as may be amended from time to time;
 - B. The term of the Right of Entry shall be month to month for up to twelve (12) months, commencing upon execution of the right of entry document and terminating at the end of the twelve (12) month period or upon completion of PERMITTEE's emergency stabilization project at Waiokamilo stream, whichever date occurs sooner;
 - C. The fee for the term of this ROE shall be gratis;
 - D. PERMITTEE shall pay the processing and documentation fee, \$175.00;
 - E. Such other terms and conditions as may be prescribed by the Hawaiian Homes Commission to best serve the interest of the Hawaiian Home Lands Trusts;

3. Declare that, after considering the potential effects of the proposed disposition as provided by Chapter 343, HRS, and Chapter 11-200.1, HAR this project will probably have minimal or no significant effect on the environment.

LOCATION:

Portion of Hawaiian home lands situated in Wailua Homesteads, Hana, Island of Maui, identified as TMK: (2) 1-1-005:022 (por.), and further shown in Exhibit "A".

AREA:

Approximately 120.0 square feet (more or less)

BACKGROUND:

Pursuant to the attached letter dated September 21, 2020 (Exhibit "B"), the State of Hawaii Department of Agriculture (HDOA) received capital improvement funds to improve irrigation and water delivery systems in East Maui to support agricultural purposes. The proposed project consists of emergency stabilization of the bank of an auwai located adjacent to Waiokamilo stream to prevent the bank from collapsing and maintain waterflow through the auwai to actively cultivated taro fields located downstream. The project site is located within State lands under TMK: (2)1-1-008:001.

The HDOA is requesting temporary roadway access through a portion of Hawaiian home lands for ingress egress access to their East Maui Water System Improvement project. The HDOA will utilize an existing dirt road that runs through various parcels under different landowners. The existing roadway cuts through approximately 120 square feet of Hawaiian home lands parcel, TMK: (2)1-1-005:022 and requires no grubbing or grading. Upon completion of the project, the roadway will be restored to its original condition or better.

PLANNING AREA:

Wailua

LAND USE DESIGNATION:

Recommended for General Agriculture, Maui Island Plan (2004), Figure L – Wailua, Maui Land Inventory (Exhibit "C")

CHARACTER OF USE:

General Agriculture

CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:

Triggers:

Use of State Lands

Exemption Class No. & Description:

In accordance with the Department of Hawaiian Home Lands Comprehensive Exemption List as Reviewed and Concurred Upon by the Environmental Council on June 30, 2015, the Right of Entry permit request is exempt from the preparation of an environmental assessment pursuant to Exemption Class #1. 1.B. Subsequent to June 30, 2015, the Department of Health repealed Hawaii Administrative

Rules (HAR) Chapter 11-200, "Environmental Impact Statement Rules" and replaced it with Chapter 11-200.1, "Environmental Impact Statement Rules" DHHL's Exemption Class #1, 1.B. is consistent with HAR §11-200.1-15 (c) general action type 1, "Operations, repairs, or maintenance of existing structures, facilities, equipment, or topographical features, involving minor expansion or minor change of use beyond that previously existing.

CONSISTENCY WITH DHHL PLANS, POLICIES AND PROGRAMS

DHHL General Plan (2002)

The recommended disposition is consistent with the following General Plan goals and objectives:

Land and Resource Management

Goals:

- Be responsible, long-term stewards of the Trust's lands and the natural, historic and community resources located on these lands.

Objectives:

- Manage interim land dispositions in a manner that is environmentally sound and does not jeopardize their future uses.

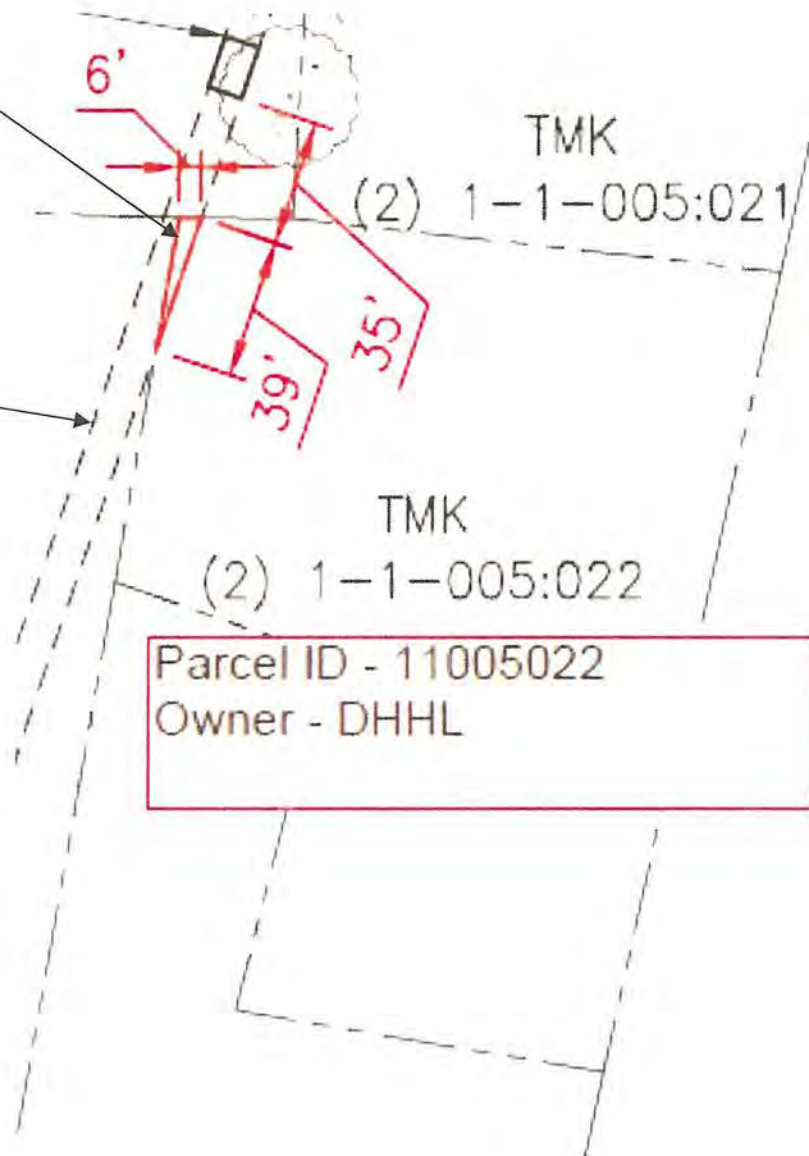
RECOMMENDATION

Land Management Division recommends approval of the requested motion/action as stated.

SUBJECT AREA

Approximately
120 square feet
(more or less)

Existing Dirt
Roadway



DAVID Y. IGE
Governor

JOSH GREEN
Lt. Governor



PHYLLIS SHIMABUKURO-GEISER
Chairperson, Board of Agriculture

MORRIS M. ATTA
Deputy to the Chairperson

State of Hawaii
DEPARTMENT OF AGRICULTURE
1428 South King Street
Honolulu, Hawaii 96814-2512
Phone (808) 973-9600 FAX (808) 973-9613

September 21, 2020

Mr. William J. Aila, Jr., Chairperson
Department of Hawaiian Homelands
State of Hawaii
P.O. Box 1879
Honolulu, Hawai'i, 96805

Dear Chairperson Aila:

Re: Right of Entry Request: East Maui Water System Improvements at Wailuanui

The State of Hawaii Department of Agriculture (HDOA) received capital improvement funds to improve irrigation and water delivery systems in East Maui to support agricultural purposes. One of the projects that will be performed is the emergency stabilization of the bank of an auwai located adjacent to Waiokamilo stream. The project proposes to stabilize the existing earthen and stone auwai through the application of grouted riprap and shotcrete with 8-foot grouted anchors to prevent the bank from collapsing and maintain water flow through the auwai to actively cultivated taro fields located downstream.

The project site is located within parcel 1-1-008:001 (owned by the State). To complete this work, the HDOA is requesting access via temporary access roads through properties near the end of Kamilo Road, see attached Exhibit 1.

We request your approval of this right of entry to conduct this work for the project. We anticipate this phase of the project will commence Spring 2021 and last about 6 months.

In signing this right of entry, you are agreeing to allow HDOA and its contractor's access to traverse through your property for the sole purposes of accessing the project site. No construction will be performed on your property. Our contractors will only enter the portions of your property that are related to construction of the project. Upon completion of the project, the area accessed will be restored to existing conditions. This right of entry will expire upon completion of the construction.

ITEM NO. F-2
EXHIBIT "B"

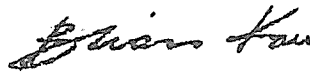
East Maui Water System Improvements at Wailuanui
Page 2
September 21, 2020

Please sign below and return it in the enclosed self-stamped envelope. A copy of this letter is also included for your file.

If you have any questions or concerns about this project or this agreement, please feel free to contact Ms. Janice Fujimoto of the HDOA at (808) 973-9493.

Thank you for your understanding while we work to improve the auwai near Waiokamilo Stream.

Sincerely,



Brian Kau, P.E.
Administrator and Chief Engineer
Agricultural Resource Management Division

Enclosure

I, as property owner of the parcel noted below, approve the right of entry as described in this letter:

Tax Map Key: 1-1-005:022

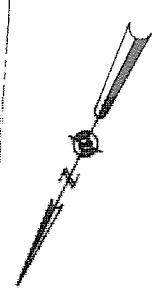
Address of Parcel: Wailua Homesteads, Hana, HI 96713

Print Name

Signature

Date

Phone number: _____



STA 119
"Y" CUT
ELEV=120.10

CONTRACTOR

TAK
(2) 1-1-005-024

TEMPORARY CROSSING
SEE DETAIL



HOOD & ACCESS ROAD
SEE DETAIL



TAK (2) 1-1-005-018

TEMPORARY CROSSING
SEE DETAIL

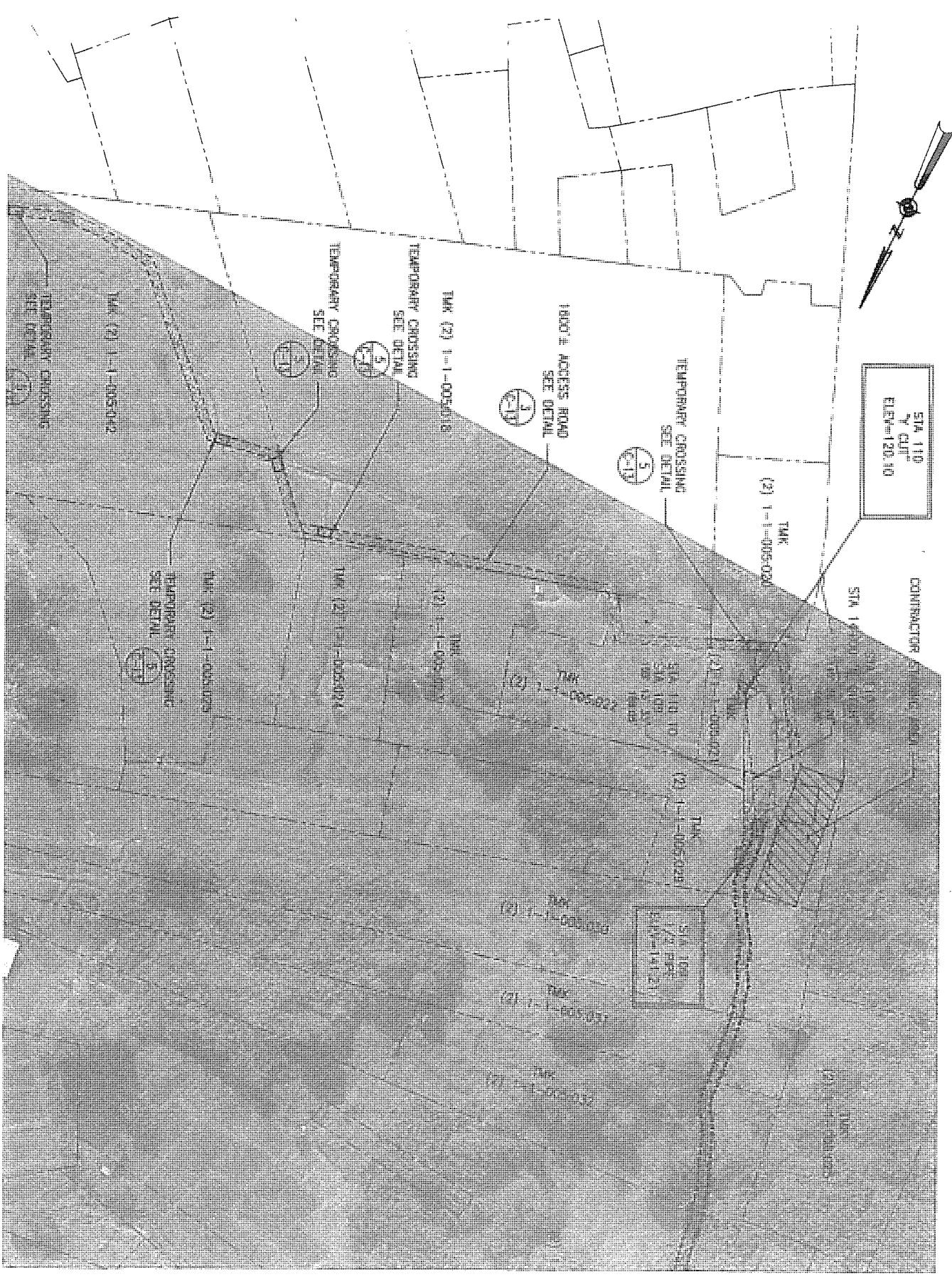


TEMPORARY CROSSING
SEE DETAIL



TAK (2) 1-1-005-042

TEMPORARY CROSSING
SEE DETAIL



**HAWAIIAN HOMES COMMISSION
FEBRUARY 16 & 17, 2021
TELECONFERENCE
9:30 A.M**

**G – ITEMS
PLANNING OFFICE**

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

February 16-17, 2021

To: Chairman and Members, Hawaiian Homes Commission
From: Andrew H. Choy, Acting Planning Program Manager *AC*
Subject: For Information Only – Beneficiary Consultation
Meetings Regarding the DHHL General Plan Update

Recommended Action

For information only. No action required.

Purpose

The purpose of this informational submittal is to update the Commission on the status of the DHHL General Plan Update process and inform the members of upcoming beneficiary consultation meetings in March and April of 2021.

Background

Hawaii Administrative Rules (HAR) 10-4-51 establishes the DHHL Planning System (Exhibit A). These rules took effect in August 2018. The purpose of the DHHL Planning System is to further the objectives of the Hawaiian Homes Commission Act (HHCA) by systematically coordinating the management of Hawaiian Home Lands and programs in a manner that is comprehensive, consistent, and collaborative. The Planning System establishes a three-tier hierarchy of plans. Tier 1 is the top tier consisting of the DHHL General Plan. Tier 2 and Tier 3 are the lower tiers that are guided by the General Plan and have more specific geographic and/or programmatic focusses.

Figure 1 DHHL Planning System



Tier 1 of the Planning System contains the General Plan, which identifies long-term goals, articulates vision, and organizes priorities for DHHL and the Hawaiian Homes Commission. The General Plan sets the foundation for all the programs, policies, and plans of the Department which are then implemented by available funding, federal and state legislation, and DHHL Island Plan Land Use Designations.

Per HAR 10-4-55, the General Plan at a minimum shall:

1. Establish a uniform system of Land Use Designations that all Island Plans shall use;
2. Establish the relationship between land use designations and the applicable types of land dispositions;
3. Establish criteria to identify suitable lands for homesteading;
4. Establish criteria to determine available lands not required for homesteading within the planning period;
5. Establish criteria to identify lands for revenue generation;

6. Establish criteria to identify lands for community use and policies to govern how the community could manage such lands for community building;
7. Establish level of service standards for infrastructure and community facilities, or specify a program plan or methodology to develop such standards; and
8. Specify indicators to measure progress and evaluate effectiveness in meeting policy goals.

LAND USE DESIGNATIONS

DHHL Island Plans articulate the HHC's policy of how DHHL lands should be utilized on an island. Table 1 below gives an overview of the existing Land Use Designations in the DHHL Oahu Island Plan and corresponding definition of the designation. It should be noted that the definition of Land Use Designations vary slightly across the different DHHL Island Plans. Through this General Plan Update, staff hopes to bring more uniform consistency to Land Use Designation definitions across all DHHL Island Plans.

Table 1 - Land Use Designation Definitions in the Oahu Island Plan

Land Use Designation	Definition
Homestead Uses	
Residential	Residential lot subdivisions built to County standards in areas close to existing infrastructure. Residential waiting list.
Subsistence Agriculture	Small lot agriculture. Lifestyle areas intended to allow for home consumption of agricultural products. Agriculture waiting list.
Supplemental Agriculture	Large lot agriculture. Intended to provide opportunities for agricultural production for supplemental income and home use. Agriculture waiting list
Pastoral	Large lot specifically for pastoral uses. Ranch plan and fencing required. Pastoral waiting list.
Non-Homesteading Uses	
General Agriculture	Intensive or extensive farming or ranching allowed. May serve as interim use until opportunities for higher and better uses become available.
Special District	Areas requiring special attention because of unusual opportunities and / or constraints, e.g. natural hazard areas, open spaces, cultural resources, raw lands far from infrastructure, mixed use areas, and greenways.
Community Use	Common areas for community uses and public facilities, includes space for parks and recreation, cultural activities, community based economic development, utilities, and other public facilities.
Conservation	Environmentally sensitive areas. Lands with watersheds, endangered species, critical habitats, historic and cultural sites, other environmental factors. Very limited uses.
Commercial	Lands suitable for retail, business, and commercial activities.
Industrial	Lands suitable for processing, construction, manufacturing, transportation, wholesale, warehousing, and other industrial activities.

The DHHL General Plan Update process provides an opportunity to re-examine this list of Land Use Designation categories and suggest meaningful amendments. This is an important opportunity as DHHL Island Plan Land Use Designations are the mechanism in which the HHC sets major policy direction on each island by directing DHHL on how it should utilize trust lands. While DHHL can utilize its lands for various purposes and land uses, moving forward through this update process each Land Use Designation definition should articulate how a Land Use Designation will benefit current beneficiaries and/or sustain the DHHL Trust for the benefit of future generations of beneficiaries yet to come.

GENERAL PLAN UPDATE PROCESS AND SCHEDULE

The HHC adopted the first DHHL General Plan in 2002. (Exhibit B) Per HAR 10-4, the DHHL General Plan must be updated at least once every 20-years. Additionally, the existing 2002 DHHL General Plan does not meet the new requirements of HAR 10-4 (enacted August 2018). As such, DHHL has initiated the process to update its General Plan in the fall of 2020. The update process is anticipated to take a period of approximately 20 months inclusive of beneficiary consultation beginning in September 2020 with anticipated conclusion in summer of 2022 (Exhibit C).

An investigative committee of the Hawaiian Homes Commission was appointed on August 18, 2020 (Exhibit D). The members of the permitted interaction group include Randy K. Awo, Russell K. Kaapu, Zachary Z. Helm, and William Aila, Jr., Chair. Initially, the group's work was expected to be completed over a series of five meetings spread out over the course of a 20-month planning process. The initial assumption of five meetings was based on conducting five full-day meetings. However, the committee will meet more often for shorter two-hour durations per meeting. To date, the investigative committee has met three times in November 2020, December 2020, and January 2021. During the committee meetings, members provided feedback and input on the following topics:

- Review and provide feedback on the overall framework

- and process for the General Plan update;
- Review and provide feedback on assumptions of a vision statement;
 - Review and provide feedback on major historical watershed events in DHHL's history that have had major implications on HHC and DHHL policy;
 - Review and provide feedback on a "report card" evaluation assessment of DHHL's progress towards achieving the 2002 DHHL General Plan goals and policies. The assessment was conducted by DHHL consultant SSFM International;
 - Review and provide feedback on beneficiary consultation process and meeting content.

Beneficiary Consultation

Traditionally, beneficiary consultation meetings on statewide initiatives such as the General Plan have been conducted via in-person meetings held on each island. However, due to COVID-19 restrictions, initial beneficiary consultation meetings will be conducted virtually via Zoom. In addition, DHHL will be hosting a virtual "open-house" that will allow beneficiaries to provide feedback on General Plan topics should they be unable to participate in virtual meetings. The virtual "open-house" will be hosted on the DHHL website.

The first round of beneficiary consultation meetings is scheduled for March 3rd, 8th, and 9th. The first-round of meetings will cover the following topics with beneficiaries:

- Introduce the project to beneficiaries;
- Provide an overview of the General Plan & Update Process;
- Present "report card" evaluation assessment of DHHL progress to meet 2002 General Plan goals and policies and collect beneficiary feedback on the evaluation;
- Collect beneficiary feedback on desired vision for the DHHL trust in 2040.

A subsequent second round of beneficiary consultation meetings is tentatively scheduled for April 1st, 5th, and

7th. The April meetings will cover the following topics with beneficiaries:

- Re-cap feedback from the March meeting on Vision and provide a draft Vision statement for beneficiary review and feedback;
- Provide informational overview of DHHL Land Use Designations;
- Collect beneficiary feedback on potential types of Land Use Designations they would like to see in the future.

Subsequent beneficiary consultation meetings will be scheduled later in 2021. Meeting format and schedule is to be determined based on COVID-19 conditions.

Recommended Action

For information only. No action required.

SUBCHAPTER 4

PLANNING SYSTEM

§10-4-51 Purpose. The purpose of the planning system is to further the objectives of the act by systematically coordinating the management of Hawaiian home lands and programs in a manner that is comprehensive, consistent, and collaborative. [Eff and comp **AUG 25 2018**] (Auth: HHC Act §222) (Imp: HHC Act, all)

§10-4-52 Definitions. As used in this subchapter, unless context clearly provides otherwise: "Beneficiary consultation" means the department's direct outreach to lessees, applicants, and native Hawaiians as defined by the act as part of the department's or commission's decision-making process.

"Implementing action" means those actions that implement the plans and the overall planning strategy of the department, including but not limited to, budgeting, legislation, rulemaking, adoption of procedures, and land dispositions.

"Plans" mean the general plan, island plans, program plans, development plans, regional plans, and special area plans. [Eff and comp **AUG 25 2018**] (Auth: HHC Act §222) (Imp: HHC Act, all)

§10-4-53 General framework. The planning system shall consist of a three-tier hierarchy of plans. Tier 1 is the top tier consisting of the general plan and shall establish overall policy. Tier 2 and Tier 3 are the lower tiers and shall be guided by the general plan. Tier 2 and Tier 3 focus with increasing specificity on programs or geographic areas. The

planning system shall also include implementation mechanisms that link with the plans, as well as evaluation mechanisms to refine the plans and implementing actions. [Eff and comp (Auth: HHC Act §222) (Imp: HHC Act, all)] **AUG 25 2018** 1

§10-4-54 Adoption and amendment procedures. (a)

Adoption. All plans in each of the three tiers shall be adopted by a majority vote of the commission. Any comprehensive update or interim amendment requires a majority vote of the commission to be effective. Beneficiary consultation shall be required as part of any comprehensive update or interim amendment.

(b) Comprehensive update. Comprehensive updates to plans provide an opportunity to refine or refocus based on changes in conditions, new trends, emerging issues, or past performance. Unless otherwise specified, an adopted comprehensive update shall supersede and void the entire previous plan.

- (1) Tier 1. The general plan in tier 1 shall be updated at least every twenty years. The department at its discretion may initiate the update sooner than the twenty years;
- (2) Tier 2. The plans in tier 2 shall be reviewed every eight years and updated at the discretion of the department if an update is justified.
- (3) Tier 3. The plans in tier 3 shall be reviewed every four years and updated at the discretion of the department if an update is justified.

(c) Interim amendments. Between comprehensive updates, tier 1 and tier 2 plans may be amended upon beneficiary consultation appropriate to the plan as set forth in section 10-4-60, and a majority vote by the commission. Initiation of the amendment shall be as follows:

- (1) The chairman may propose, in writing, interim amendments to any of the plans by first notifying the commission and then

- initiating beneficiary consultation appropriate to the plan as set forth in section 10-4-60; or
- (2) A beneficiary may submit an application form requesting the chairman to initiate an interim amendment. The application form shall include information prescribed by the department. Upon receipt of a completed application form, the department shall have ninety days to respond to the application. Should the department initiate an amendment, the department shall prepare a report of its recommendation and initiate beneficiary consultation appropriate to the plan as set forth in section 10-4-60.
- (d) Consistency and conflicts.
- (1) Where conflicts exist among plans, the higher tier shall prevail over the lower tier.
 - (2) Implementation actions set forth in section 10-4-58 shall be consistent with applicable plans. A commission member, beneficiary, or interested member of the public, may request the commission review a proposed or past action by the department for consistency. The request must detail the disputed action and describe why the petitioner believes disputed action is inconsistent with a particular plan. The commission may direct the chairman to prepare a response to the request.
 - (3) Upon declaration of an emergency by the governor or mayor, the department may proceed with an action that is inconsistent with a plan, provided that the chairman has notified the commission. The chairman shall propose an amendment to the relevant plan or plans at the earliest practicable time to restore consistency.
- (e) Repository. The department shall make available to the public through its website all current adopted plans as may be amended. [Eff and

comp **AUG 25 2018**] (Auth: HHC Act §222) (Imp:
HHC Act, all)

§10-4-55 General plan (tier 1). Based on the act, the general plan shall establish statewide polices that guide land management and programs. At a minimum, the general plan shall:

- (1) Establish a uniform system of land use designations that all island plans shall use;
- (2) Establish the relationship between land use designations and the applicable types of land dispositions;
- (3) Establish criteria to identify suitable lands for homesteading;
- (4) Establish criteria to determine available lands not required for homesteading within the planning period;
- (5) Establish criteria to identify lands for revenue generation;
- (6) Establish criteria to identify lands for community use and policies to govern how the community could manage such lands for community building;
- (7) Establish level of service standards for infrastructure and community facilities, or specify a program plan or methodology to develop such standards; and
- (8) Specify indicators to measure progress and evaluate effectiveness in meeting policy goals. [Eff and comp **AUG 25 2018**]
(Auth: HHC Act §222) (Imp: HHC Act, all)

§10-4-56 Island and program plans (tier 2). (a) Island plans. Island plans shall be prepared for islands where there are over one hundred acres of Hawaiian home lands. If the landholdings are less

than one hundred acres, the department may initiate a tier 3 plan. At a minimum, island plans shall:

- (1) Apply the criteria from the general plan to identify suitable homestead lands, including areas for new development, infill, and redevelopment;
- (2) Apply criteria to determine available lands not required for homesteading, including areas for revenue generation, community use, and other non-homesteading uses designated in the general plan;
- (3) Prioritize the development or redevelopment of designated homestead lands based on defined criteria;
- (4) Identify infrastructure requirements; and
- (5) Analyze state and county plans to identify potential impact on department land use and infrastructure.

(b) Program plans. Program plans are statewide plans that inform or carry out general plan policies and priorities for specific functional areas, such as but not limited to affordable housing, native Hawaiian development, energy, disaster preparedness, community resiliency, agriculture, and water resources. Program plans may be specified in the general plan or initiated by the chairman. To initiate a program plan, the chairman shall propose the subject matter of the plan to the commission, and upon a majority vote in favor, proceed with the preparation of the plan.

[Eff and comp **AUG 25 2018**] (Auth: HHC Act §222)
 (Imp: HHC Act, all)

§10-4-57 Development, regional, and special area plans (tier 3). (a) Development plans. Development plans provide more detail for specific projects identified in island plans for purposes of establishing feasibility, budget, and schedule. To assess feasibility, the development plan shall consider a diversity of housing types and prices appropriate for the target wait list, estimate

development costs, and estimate the costs to be respectively borne by the department and the prospective lessees or licensees as the case may be. The budget presented in the adopted development plan shall be the basis for CIP budget requests. The chairman may select the projects identified in the island plan that require a development plan, and proceed with the preparation of the development plan upon notice to the commission.

(b) Regional plans. Regional plans build a sense of community and capacity, stimulate partnerships for development and improvements, facilitate beneficiary participation in issues and areas of concern, and identify priority projects within existing and planned homestead areas. The plan may focus on a particular homestead community or several homestead communities in the region. At a minimum, the regional plan shall document current conditions and trends, analyze state and county plans to identify potential impact on homestead areas, and identify a prioritized list of projects important to the community and the department. The chairman may prepare a regional plan with the support of a majority vote of the commission.

(c) Special area plans. Where an island plan designates special districts, the chairman may prepare a special area plan with the support of a majority vote of the commission. [Eff and comp **AUG 25 2018**] (Auth: HHC Act §222) (Imp: HHC Act, all)

§10-4-58 Implementation. (a) Budgets, legislation, rules, procedures, land dispositions and other implementing actions shall be guided by the plans. The chairman shall develop a rational overall strategy to prioritize and allocate resources and present this strategy to the commission in the first year of the chairman's term, which the chairman may amend and present to the commission as needed from time to time. The overall strategy should: link

budgets to policies, programs, and plans; establish homestead and revenue-generation development priorities; identify disposition strategies for unencumbered lands; and identify high priority regional plan projects that are likely to be implemented within the timeframe covered by the strategy.

(b) Fiscal implementation. The department shall maintain a multi-year capital improvement program to be updated annually and approved by a majority vote of the commission. The funded projects shall be consistent with the plans and overall strategy. The budget shall identify existing and potential funding sources that would be considered. The operational budget shall be reasonably consistent with the plans and overall strategy.

(c) Legal implementation. Legal implementation mechanisms include, without limitation, legislative amendments to the act; adoption, amendment, or repeal of administrative rules; and adoption of internal procedures. The chairman may pursue any of these mechanisms guided by the plans and overall strategy, with final approval by a majority vote of the commission.

(d) Land dispositions. The land dispositions issued by the department and approved by a majority vote of the commission shall be guided by the general plan, island plans, overall strategy, and any other applicable plan or policy adopted by the commission, and aligned with the land uses identified in the island lands. [Eff and comp **AUG 25 2018**] (Auth: HHC Act §222) (Imp: HHC Act, all)

§10-4-59 Evaluation. The purpose of an evaluation system is to improve the planning system and implementation effectiveness. The chairman shall present an evaluation report to the commission, which may be combined with the report required under section 222 of the act. The general plan shall specify evaluation indicators, and the department shall

collect and analyze pertinent data in the evaluation report. The chairman may include other measures of performance and effectiveness. The evaluation report shall include recommendations for improvements as applicable. The chairman shall bring to the attention of the commission development plans that are completed or outdated, and a majority vote of the commission shall void or update such plans. [Eff and comp HHC Act, all]] (Auth: HHC Act §222) (Imp: **AUG 25 2018**)

§10-4-60 Beneficiary consultation. (a)

Meaningful and timely consultation with beneficiaries promotes trust, partnership, and civic engagement. The type of consultation shall be appropriate to the potential impact of the decision or action.

(b) Types of consultation. The type of consultation is determined by the type of plan or implementing action:

- (1) Comprehensive. Comprehensive consultation is statewide. Notice shall be provided to all existing homesteaders, all waiting lists applicants, and other native Hawaiians who have registered with the department. The notice shall describe the proposed action and the date, time, and place of a public meeting to be held on each island. Comprehensive consultation shall apply to the preparation and amendment of Tier 1 plans, preparation and amendment of program plans, and promulgation of administrative rules.
- (2) Place-based. Place-based consultation is geographically specific. Notice shall be provided to existing homesteaders, waiting lists applicants, and other native Hawaiians who have registered with the department and who are associated with a geographic area impacted by the proposed action. The chairman shall determine the appropriate

scope of the notice. The notice shall describe the proposed action and the date, time, and place of a public meeting to be held within the geographic area. Place-based consultation shall apply to the preparation and amendment of island plans, preparation and amendment of tier 3 plans, and proposed projects that require an environmental assessment or environmental impact statement.

- (3) Ad hoc. Ad hoc consultation consists of the formation of an advisory body to provide input to the department for the preparation and amendment of any plan or implementing action. The chairman may select the advisory body, subject to consultation and ratification by the commission, for the preparation or amendment of any plans. Such ad hoc consultation for the preparation and amendment of plans shall supplement and not replace comprehensive or targeted consultation. The chairman may select an ad hoc body for an implementing action and provide a report to the commission.

(c) Consultation methods. The department shall use its best effort to employ diverse and creative notification and participation methods that reach the intended audience in the most effective yet efficient manner. [Eff and comp **AUG 25 2010**] (Auth: HHC Act §222) (Imp: HHC Act, all)

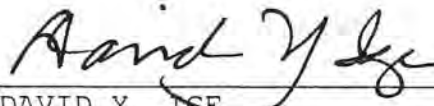
Amendments and compilation of chapter 10-4, Hawaii Administrative Rules, on the Summary page dated [**AUG 25 2018**], were adopted on [**AUG 25 2018**], following a public hearing held on April 7, 2018, after public notice was given in the Honolulu Star Advertiser, Hawaii Tribune-Herald, West Hawaii Today, the Maui News, and the Garden Island News on March 4 and March 7, 2018, and in the Molokai Dispatch on February 28, 2018 and March 7, 2018.

These rules shall take effect ten days after filing with the Office of the Lieutenant Governor.



JOBIE M. K. MASAGATANI
Chairman
Hawaiian Homes Commission

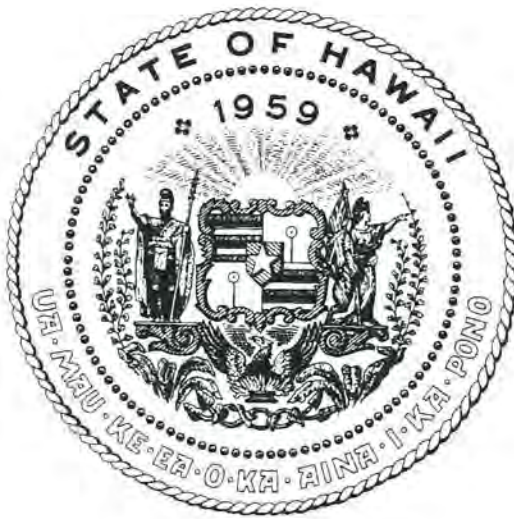
APPROVED AS TO FORM:


Deputy Attorney General

DAVID Y. IGE
Governor
State of Hawaii

Date: 08-14-2018

Filed



Department of Hawaiian Home Lands

General Plan

Approved by the Hawaiian Homes Commission
February 26, 2002

EXHIBIT "B"

GENERAL PLAN

MISSION STATEMENT

Our mission is to manage the Hawaiian Home Lands trust effectively and to develop and deliver lands to native Hawaiians. We will partner with others towards developing self-sufficient and healthy communities.

GOALS AND OBJECTIVES

Land Use Planning

Goals:

- Utilize Hawaiian Home Lands for uses most appropriate to meet the needs and desires of the beneficiary population.
- Encourage a balanced pattern of contiguous growth into urban and rural growth centers.
- Develop livable, sustainable communities that provide space for or access to the amenities that serve the daily needs of its residents.

Objectives:

- Provide space for and designate a mixture of appropriate land uses, economic opportunities and community services in a native Hawaiian-friendly environment.
- Direct urban growth to priority development areas based on infrastructure availability, feasible site conditions, beneficiary preferences and job opportunities.
- Develop improved relationships with the Counties to ensure reliable and adequate delivery of services to homesteaders.
- Consider opportunities to acquire or exchange for lands best suited for purposes of the Hawaiian Homes Commission Act.

Residential Uses

Goals:

- Substantially increase the number of residential homesteads awarded each year.
- Provide a mix of housing opportunities that reflect the needs and desires of native Hawaiian beneficiaries.

- Provide residential homesteads, financing, and other housing opportunities, especially to those most in need.
- Develop integrated residential communities that are reflective of the diverse socio-economic profiles of the native Hawaiian community.
- Ensure existing homestead neighborhoods are maintained as healthy and attractive communities for future generations.
- Increase the potential for beneficiaries to qualify for residential housing financing.

Objectives:

- Devote a significant share of time and resources to serve applicants with income below 80% of the median family income level.
- Provide a variety of residential types to meet the needs of beneficiaries in terms of construction procedures (owner-builder, turnkey, self-help), types of housing units (single-family, multi-family, kupuna housing, rental, etc.) and financing.
- Ensure the availability of housing with a range of types and affordability to accommodate persons and families of all income levels and in locations that are convenient to employment and quality public and private facilities.
- Deliver an average of 500 new residential housing opportunities per year in proportion to the number of applicants on the residential waiting list for each island.
- Facilitate education in home ownership, financing, maintenance and long-term financial resource management.
- Work with homestead associations to identify opportunities to revitalize existing neighborhoods.

Agricultural and Pastoral Uses

Goals:

- Increase the number of agricultural and pastoral leases awarded each year.
- Provide infrastructure, technical assistance and financial support commensurate with the intended uses of agricultural and pastoral lots.
- Provide agriculture and pastoral commercial leasing opportunities for beneficiaries.
- Conserve the most productive agriculture lands for intensive agriculture and pastoral use.

Objectives:

- Assist existing and future lessees in acquiring technical, marketing and financial assistance to increase productivity, economic efficiency and markets for their products.
- Provide agriculture and pastoral homestead lots for subsistence and supplemental purposes.
- Provide general lease agriculture and pastoral lots of adequate size for commercial farming or ranching business purposes by native Hawaiians.
- Establish minimum infrastructure requirements for agricultural and pastoral leases.

Water Resources

Goals:

- Provide access to quality water in the most cost-effective and efficient manner.
- Ensure the availability of sufficient water to carry out Hawaiian Home Lands' mission.
- Aggressively exercise and protect Hawaiian home land water rights.

Objectives:

- Establish water partnership arrangements.
- Identify and establish a clear understanding of existing water resources available to the Hawaiian Home Lands Trust.
- Implement State water use plans, rules and permits to ensure access to water resources for current and future uses on Hawaiian home lands.

Land and Resource Management

Goals:

- Be responsible, long-term stewards of the Trust's lands and the natural, historic and community resources located on these lands.

Objectives:

- Preserve and protect significant natural, historic and community resources on Trust lands.
- Manage interim land dispositions in a manner that is environmentally sound and does not jeopardize their future uses.

- Allow native Hawaiian use of natural resources on Trust lands for traditional and cultural purposes.
- Enforce governmental health and safety standards and protect life and property from the effects of natural hazards and disaster on Hawaiian home lands.

Economic Development

Goals:

- Generate significant revenue to provide greater financial support towards fulfilling the Trust's mission.
- Provide economic opportunities for beneficiaries within areas designated for their use.

Objectives:

- Generate \$30 million in land revenues annually (adjusted for inflation) by 2014.
- Use no more than 1.0% of Hawaiian home lands for Commercial and Industrial Uses by 2014.
- Assist native Hawaiian entrepreneurs by supporting opportunities for business education, training, financing, planning and leasing.
- Acquire land that expands opportunities for revenue generation.
- Create a professionally-managed investment portfolio with a well-balanced mix of assets.

Building Healthy Communities

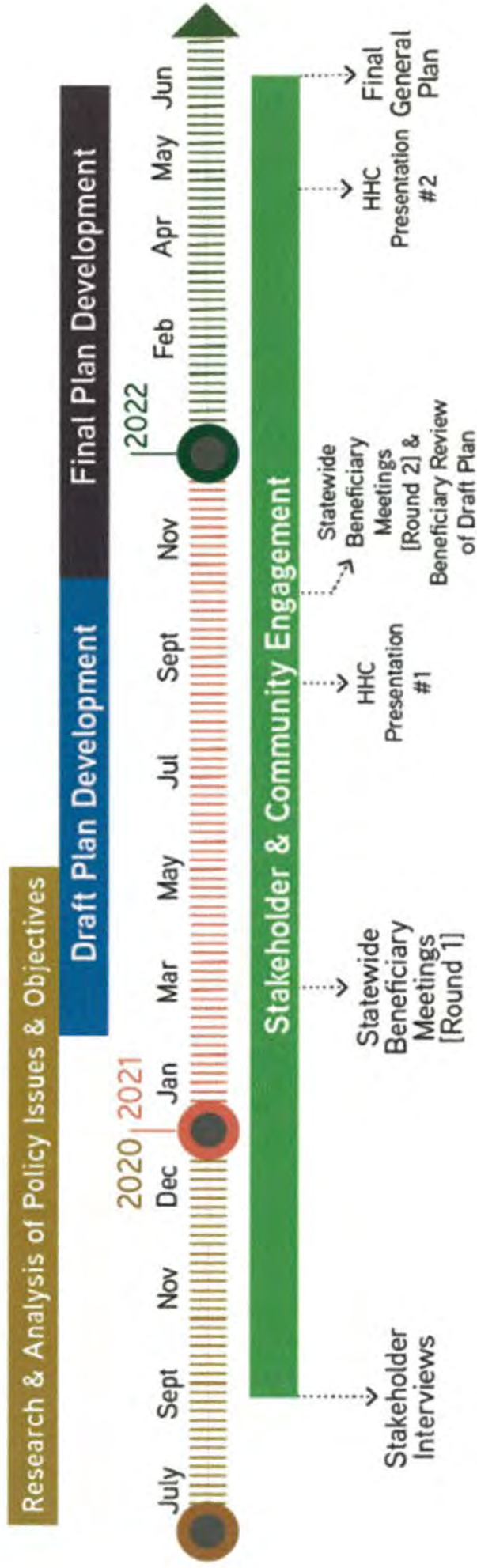
Goals:

- Empower the homestead associations to manage and govern their communities.
- Establish self-sufficient and healthy communities on Trust lands.

Objectives:

- Build partnerships with public and private agencies to ensure reliable and adequate delivery of services to homesteaders.
- Establish and implement a planning system that increases beneficiary participation in the development and use of Hawaiian home lands and improves communications between DHHL and the beneficiary community.

EXHIBIT C – GENERAL PLAN UPDATE SCHEDULE (Tentative, subject to change)



*Project timeline subject to change.

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

August 18, 2020

To: Members, Hawaiian Homes Commission

From: William J. Aila, Jr., Chairman

Subject: Appointment of an investigative committee pursuant to HRS section 92-2.5 and HAR section 10-2-16(b)(1) to participate in permitted interaction group meetings for the update of the DHHL General Plan statewide.

RECOMMENDED ACTION:

For information only. No action required.

DISCUSSION:

A investigative committee of the Hawaiian Homes Commission is appointed effective August 18, 2020. The purpose of this group is to participate in permitted interaction group meetings related to the update of the DHHL General Plan. Per HAR 10-4-55, the General Plan shall establish statewide policies that guide land management and DHHL programs. The committee shall engage on a more frequent basis with DHHL staff on beneficiary outreach methods and policy considerations that are based on feedback from DHHL beneficiaries.

The members of the permitted interaction group include Randy K. Awo, Russell K. Kaapu, Zachary Z. Helm, and William Aila, Jr., Chair. The group's work is expected to be completed over a series of five meetings spread out over the course of a 20-month planning process beginning in September 2020 with anticipated conclusion in May 2022. A draft General Plan Update and final General Plan Update will be presented to the full Commission at regularly scheduled Commission meetings for review and ultimate approval.

**HAWAIIAN HOMES COMMISSION
FEBRUARY 16 & 17, 2021
TELECONFERENCE
9:30 A.M.**

**J – ITEMS
REQUESTS TO ADDRESS THE
COMMISSION**

From:
Sent: Tuesday, January 19, 2021 8:28 AM
To:
Subject: [EXTERNAL] Re: Request to address the Hawaiian Homes Commission - January 19, 2021

Aloha Kakahikaka Leah,
I am so sorry for not responding on your first email. I will not be speaking today on the J Agenda, I did not prepare and was feeling a little anxious about the meeting. I will be ready next month.
Mahalo,

○

From: Leimamo Kaaihue <leimamoplus5@gmail.com>

Sent: Friday, January 29, 2021 6:22 PM

To: Yee Hoy, Louise K <louise.k.yeehoy@hawaii.gov>

Subject: [EXTERNAL] Request to be on J. Agenda

Aloha,

I would like to request to be on the J.Agenda for February 2021. My name is Emily Naeole and the reason I would like to be on the agenda is because Makuu Hawaiian Homes, has 50 lots that hasn't been given out for 35 years. I was concerned about all of our Hawaiian people who still remains on the waiting list. And who are dieing an not able to have property. The mana'o is, why are we going to have casinos instead of helping out our own people get land? If not, I am willing to take matters into my own hands. I've talked for 4 years and till this day I haven't seen any progress.

Mahalo,
Emily Naeole

From: dhl.icro1@hawaii.gov
Sent: Tuesday, February 02, 2021 2:53 AM
To:
Subject: HCC Contact:

First Name

Germaine

Last Name

Meyers

Phone

Email

Subject

A Request to be on the "J" Agenda

Message

Mahalo Leah for your email. Yes please may I give my lessee concerns on the J Agenda for February's HHC meeting, live virtual.

Mahalo,
Germaine Meyers

From: Kekoa <k
Sent: Monday, February 01, 2021 8:39 PM
To: Burrows-Nuuanu, Leatrice W
Subject: [EXTERNAL] RSVP to testify on J agenda for 2/16/21 commission meeting

Aloha mai e Leah,

May I RSVP to testify on the J agenda for the 2/16/21 Hawaiian Homes Commission meeting? I w/be advocating on behalf of Pa`upena Community Development Corporation and the Maui/Lana`i Moku-puni Council.

Mahalo nui a hui hou,

-`Anake Kekoa Enomoto