STATE OF HAWAIʻI
DEPARTMENT OF HAWAIIAN HOME LANDS

HAWAIIAN HOMES COMMISSION MEETING/WORKSHOP AGENDA

Hale Ponoʻi, 91-5420 Kapolei Parkway, Kapolei, Oʻahu, 96707, and Zoom Meeting ID: 609 754 2925
Monday, November 17, 2025, at 9:30 a.m. to be continued, if necessary,
on Tuesday, November 18, 2025, 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 Wednesday, November 13, 2025.

I. ORDER OF BUSINESS

A. Roll Call
B. Approval of Agenda
C. Approval of Minutes:
   a. October 20 & 21, 2025 Regular Meeting
D. Public Testimony on Agendized Items – see information below

Public testimony on any item **relevant to this agenda** may be taken at this time, or a testifier may wait to testify when the agenda item is called for discussion. Pursuant to section 92-3, Hawaiʻi Revised Statutes, and section 10-2-11(c), Hawaiʻi Administrative Rules, the Chair of the Commission has the authority to impose reasonable conditions to ensure an orderly and efficient meeting.

II. ITEMS FOR DECISION MAKING

A. CONSENT AGENDA

Homestead Services Division

D-2 Approval of Consent to Mortgage (see exhibit)
D-3 Approval of Homestead Application Transfers / Cancellations (see exhibit)
D-4 Approval to Certify Applications of Qualified Applications for the month of October 2025 (see exhibit)
D-5 Commission Designation of Successors to Application Rights – Public Notice 2024 (see exhibit)
D-6 Approval of Assignment of Leasehold Interest (see exhibit)
D-7 Approval of Amendment of Leasehold Interest (see exhibit)
D-8 Approval to Issue Non–Exclusive Licenses for Rooftop Photovoltaic Systems for Certain Lessees (see exhibit)
D-9 Commission Designation of Successor **CAROLINE P. BICOY** Agriculture Lease No. 5801, Lot No. 172-A-2, Hoolehua, Molokai

B. REGULAR AGENDA

Office of the Chairman

C-1 Approval of 2026 Commission Meeting Schedule

Land Development Division

E-1 Approval of Lease Award – Honokōwai Subdivision - Agricultural Project Lease - Lahaina, Maui (see exhibit)
E-2 Approval of Lease Award - Piʻilani Mai Ke Kai Subdivision Phase II Residential Vacant Lots – Anahola, Kauai (see exhibit)
E-3 Approval of Lease Award - Kaumana Subdivision Residential

Vacant Lots – Hilo, Hawai‘i (see exhibit)

E-4 Approval of Lease Award - Lāna‘i Subdivision – Residential Project Lease Lāna‘i City, Lāna‘i (see exhibit)

E-5 Approval of Lease Award - Pu‘uhona Subdivision Residential Offering Waikapū, Maui (see exhibit)

E-6 Approval to Amend FY2026 Land Development Division Budget to Reflect Act 279 Fund Corrections

Land Management Division

F-1 Approval to Amend General Lease No. 276 on Restructuring of the Annual Ground Lease Rent, General Lease No. 276, Kapolei Hawaii Property Company (KHPC), East Kapolei, Oahu Island, TMK No. (1)9-1-016:142

F-2 Approval to Issuance of a General Lease to Waianae District Comprehensive Health & Hospital Board, Inc., dba Waianae Coast Comprehensive Health Center, Oahu Island, TMK Nos. (1)8-6-001:012(p); 024-028

F-3 Approval to Third Amendment to the Memorandum of Agreement between the East Hawaii Homestead Community Association and the Department of Hawaiian Home Lands relating to the Community Benefit Agreement, under General Lease No. 245, Hilo Powers Partners, LLC, Waiakea, Hawaii Island, Tax Map Key No. (3) 2-2-047:070 & 074

F-4 Approval to Issuance of a New Revocable Permit to Native Hawaiian General Services, Kamaoa-Puueo, Ka’u, Hawaii Island, TMK No. (3)9-3-001:002

F-5 Approval to Issuance of a Right-of-Entry Permit to Kaumana Hawaiian Homes Community Association, Kaumana, Hawaii Island, TMK Nos. (3)2-5-044:025 & (3)2-5-045:001(p)

F-6 Approval of Amendments to Right-of-Entry No. 717, State of Hawaii, Department of Land and Natural Resources, Waiohuli, Maui Island, TMK No. (2)2-2-002:014

F-7 Approval to Issuance a First Amendment to License Agreement No. 861, Ka Ohana O Kahikinui, Inc., Kahikinui, Maui Island, TMK No. (2)1-9-001:003(p)

F-8 Approval to Issuance of a Revocable Permit to Kauai Sports Unlimited, Camp Faith, Anahola Bay, Anahola, Kauai Island, TMK No. (4)4-8-007:020

F-9 Approval to Terminate License No. 372, Waimana Enterprises, Inc., Statewide

III. 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 the following matters:

1. Discussion on Item F-9 Approval to Terminate License No. 372, Waimana Enterprise, Inc., Statewide

IV. ITEMS FOR INFORMATION/DISCUSSION

A. REGULAR ITEMS

Office of the Chairman

C-2 For Information Only – Status Report of DHHL Enforcement Unit Efforts and Statistics (October 14, 2025 – November 10, 2025)

Homestead Services Division

D-1 HSD Status Reports
- A. Homestead Lease Totals & Monthly Activity Reports
- B. Delinquency Report

Land Development Division

E-7 For Information Only: Modular Construction in Hawai‘i
E-8 For Information Only: Review of FY2026 Budget & YTD Status of LDD Projects

Planning Office

G-1 For Information Only – Draft Environmental Assessment (EA) and Anticipated Finding of No Significant Impact for the North Kona Wells Project – Keauhou Well Site & Kahalu‘u Water Storage Tanks, TMKs: portions of [3] 7-8-004:013, 014, and 015; & portions of [3] 7-8-009:014, 032, 054 and 077, Kona, Hawai‘i.
G-2 For Information Only – Draft Moloka‘i Coastal Homesteads Community Resilience Plan, Various locations, Moloka‘i, Hawai‘i.
G-3 For Information Only – Presentation on Formerly Used Defense Sites (FUDS), Various locations, Maui, Hawai‘i.

V. ANNOUNCEMENTS AND RECESS

1. No DHHL Community Meeting in November.

STATE OF HAWAIʻI
DEPARTMENT OF HAWAIIAN HOME LANDS

HAWAIIAN HOMES COMMISSION MEETING/WORKSHOP AGENDA

Hale Ponoʻī, 91-5420 Kapolei Parkway, Kapolei, Oʻahu, 96707,
and Zoom Meeting ID: 609 754 2925
Tuesday, November 18, 2025, at 9:30 a.m.
Livestream available at www.dhhl.hawaii.gov/live

I. ORDER OF BUSINESS

A. Roll Call
B. Public Testimony on Agendized Items - see information below

Public testimony on any item **relevant to this agenda** may be taken at this time, or a testifier may wait to testify at the time the agenda item is called for discussion. Pursuant to section 92-3, Hawaiʻi Revised Statutes, and section 10-2-11(c), Hawaiʻi Administrative Rules, the Chair of the Commission has the authority to impose reasonable conditions to ensure an orderly and efficient meeting.

II. ITEMS FOR INFORMATION/DISCUSSION

A. GENERAL AGENDA

Requests to Address the Commission

J-1 Homelani Schaedel – Maluōhai DHHL Outstanding Projects
J-2 Caroline Ekau – Maluōhai Traffic Calming
J-3 Lori Buchanan – Waianae Homestead Association Lease
J-4 Jeff Gilbreath – Hawaii Community Lending Updates
J-5 Mele Mary Ann – Pilina Based Rule Amendments
J-6 Joshua Kea – Reliant Trucking
J-7 Maxine Akee – Rules for Waitlist Island Transfers
J-8 Patty Kahanmoku Teruya – Various Concerns
J-9 Germaine Meyers – Various Concerns
J-10 Kapua Keliikoa-Kamai – Various Concerns
J-11 Sherilyn Wahinekapu – Update on Request for Information
J-12 JojoTanimoto – Kawaihae Concerns
J-13 Alohalani Smith – Pilina Based Rule Amendments
J-14 De Mont Manaole – Various Concerns
J-15 Kekoa Enomoto – Paupena Community Development Corporation

III. ANNOUNCEMENTS AND ADJOURNMENT

A. Next Regular HHC Meeting –December 15 & 16, 2025, Hale Ponoʻī, 91-5420 Kapolei Parkway, Kapolei, Oʻahu, 96707,
B. Adjournment

Kali Watson, Chairman
Hawaiian Homes Commission

COMMISSION MEMBERS

Pauline Namuʻo, Oʻahu	Michael Kaleikini, East Hawaiʻi
Makai Freitas, West Hawaiʻi	Sanoe Marfil, Oʻahu
Walter Kaneakua, Oʻahu	Lawrence Lasua, Molokaʻi
Archie Kalepa, Maui	Shaylyn K. Ornellas, Kauaʻi

If you need an auxiliary aid/service or other accommodation due to a disability, contact Michael Lowe at 730-0298 or michael.l.lowe@hawaii.gov as soon as possible, preferably by November 14, 2025. If a response is received after that, we will try to obtain the auxiliary aid/service or accommodation, but we cannot guarantee that the request will be fulfilled. Upon request, this notice is available in alternate formats.

Public Testimony on Agendized Items can be provided either as (1) in person at the meeting location by filling out a form at the reception table, (2) written testimony mailed to *Commission Testimony, P.O. Box 1879, Honolulu, HI, 96815*, or emailed to *DHHL.icro1@hawaii.gov* by November 14, 2025, or (3) live, oral testimony online by joining the Zoom meeting and relabeling your profile to include the agenda item you wish to testify on. Please keep your computer muted and your camera off until you are called. You will need a computer with internet access, a video camera, and a microphone to participate if you would like to be visible to Commission members and other meeting participants.

Disruption of Interactive Technology – If all participating Commissioners cannot maintain audiovisual communication and a quorum is lost, the meeting will automatically be recessed for 30 minutes. During that time, an attempt to restore audiovisual communication will be made. If such an attempt to restore is unsuccessful within 30 minutes, all Commissioners, public members, staff, and other interested individuals shall log on again to the Zoom link on this Notice, whereby audio communication will be established for all participants, and the meeting will continue. If reconvening the meeting is impossible because audio and visual communication cannot be re-established, the meeting will be terminated.

ITEM D-2 EXHIBIT

APPROVAL OF CONSENT TO MORTGAGE

LESSEE	LEASE NO.	AREA
LUULOA KEALAIKI, Reginald K Jr.	2662	Hoolehua, Molokai
AIPELENA-THOREN, Keola Faith	1637	Kewalo, Oahu
DUNCAN, Allyson A.	5481	Anahola, Kauai
TUIFUA, Melissa	15863	Lalamilo, Hawaii
DALIDA, Robin-Ann K.	3035	Hoolehua, Molokai
TERIIPAIA, Dayna H.	10881	Laiopua, Hawaii
BACLIG, Billy Ilima	6614	Waiakea, Hawaii
KAHALEWAI, Isaac	13107	Puuhona, Maui
NAO, Brittany K.K.	5574	Lualualei, Oahu
FERNANDEZ, Randy G.	13206	Puuhona, Maui
KUAILANI, Tanya	13232	Puuhona, Maui
ANDERSON, Kaulana	12242	Waiehu Kou 4, Maui
TAMAYOSE, Waipuilani	13253	Puuhona, Maui

ITEM D-3 EXHIBIT

APPROVAL OF HOMESTEAD APPLICATION TRANSFERS/CANCELLATIONS

APPLICANT	AREA
AKAHI, Keoni K.	Maui IW Res
BRITTAIN, Margaret K.	Waimanalo Area / Oahu IW Res
BUNDA, Roberta L.H.	Oahu IW Res
BURNS, Rebecca L.	Oahu IW Res
CABLAY, Laylen U.	Oahu IW Res
CAFFERTY, Bridget M.	Oahu IW Res
CAMARA, Wanda M.L.	Oahu IW Res
CAMBRA, Raelyn B.	Oahu IW Res
CAMINOS, William	Oahu IW Res
CASHMAN, Kimo A.	Oahu IW Res
CHANDLER, Connie L.	Oahu IW Res
CHANG, Kaiulani J.	Oahu IW Res
CHEE, James A.C.K.	Oahu IW Res
CHING, Carmella K.	Oahu IW Res
CHING, Ronald K.	Waianae Area / Oahu IW Res
CHOW, Richard A.H., Jr.	Oahu IW Res
CHU, Derek K.	Oahu IW Res
COLON-VALENTIN, Marylyn K.M.	Oahu IW Res
CONTRADES, Daniel W., Jr.	Oahu IW Res
CORNWALL-PONCE, Christine K.	Oahu IW Res
COSTA, Erin L.	Oahu IW Res

CRABBE, Benjamin K., Jr.	Oahu IW Res
CRABBE, Charmaine K.	Oahu IW Res
CRADDOLPH, Jan V.	Oahu IW Res
CRAIG, Ellen J.	Oahu IW Res
CRAWFORD, Glynn E.L., Jr.	Oahu IW Res
CUA, Avis June A.	Oahu IW Res
CULLEN, Evelyn H.	Oahu IW Res
CULLEN, Irene L.V.	Oahu IW Res
CULLEN, Luana K.	Oahu IW Res
CUMMINGS, Leola L.	Oahu IW Res
DAMAS, Mark S.	Oahu IW Res
DAVIS, Kelii-Ann K.	Oahu IW Res
DAVIS, Nelson K.	Oahu IW Res
DAY, Hollynn H.	Oahu IW Res
DE FRANCIA, Jovena L.	Molokai IW Agr to Maui IW Agr
DE FRANCIA, Jovena L.	Molokai IW Res to Maui IW Res
DELA CRUZ, Julia P.	Oahu IW Res
DELA CRUZ, Vannessa L.K.	Oahu IW Res
DELA PINA, Luana Belle W.	Oahu IW Res to Hawaii IW Res
DELIMA, Bernadette L.	Oahu IW Res
DOANE, Kenneth B.K.	Oahu IW Res
DOMEN, Lillian H.H.	Oahu IW Res
DONLIN, Carolyn U.	Oahu IW Res
DONLIN, John I.	Oahu IW Res
DUDOIT, Deborah A.	Oahu IW Res
DUQUE, George M.	Oahu IW Res
DURAN, Lisa L.N.	Oahu IW Res
ENOKA, Clement P. III	Oahu IW Res
EVANS, Martha Ann N.	Oahu IW Res
EWALIKO, Michael	Oahu IW Res
FARQUHAR, Rachel L.	Oahu IW Res
FATUESI, Ruby T.	Oahu IW Res
FAUFATA, Janet S.P.	Oahu IW Res
FIELDS, Jamie P.K.	Oahu IW Res
FOMAI, Karri-Ann K.	Oahu IW Res
FORD, Joanna M.	Oahu IW Res
FOSTER, Nora T.	Oahu IW Res
FUJIMOTO, Pamela N.	Oahu IW Res
FULLER, Alyson N.	Oahu IW Res
FULLER, Shawn K.	Oahu IW Res
GAISON, Gail Ann	Oahu IW Res
GAISON, Sheldon Alexander N.	Oahu IW Res
GALDEIRA, Rockne L.K.	Oahu IW Res

GULLER, Ruby K.K.	Oahu IW Res
KUAHIWINUI, June K.	Oahu IW Res
LEE, Sydney D.	Oahu IW Res
LEONARDI, Catherine K.	Oahu IW Res
LEWIS, Mary Brittainy U.K.	Oahu IW Res to Hawaii IW Res
LOA, Laura L.	Oahu IW Res
LOPES, Laurie-Ann M.K.	Oahu IW Res
LUIS, Lionel W.	Oahu IW Res
MALINA, Calvin L.	Waimanalo Area / Oahu IW Res
MCMILLAN, Blanche E.	Oahu IW Res
MEDEIROS, Eloise A.U.	Oahu IW Res
MOSES, Michelle	Oahu IW Res
NAONE-SENNISH, Stephanie H.	Oahu IW Res
PEDRINA, Kanoe K.	Oahu IW Res
PHILLIPS, Barbara M.	Waimanalo Area / Oahu IW Res

* IW = Islandwide

ITEM D-4 EXHIBIT

APPROVAL TO CERTIFY APPLICATIONS OF QUALIFIED APPLICANTS FOR OCTOBER 2025

APPLICANT	**AREA**
AIKALA, Makolea K.K.	Maui IW Agr
AIKALA, Makolea K.K.	Maui IW Res
AKI, Harris K., Jr.	Maui IW Agr
AKI, Harris K., Jr.	Maui IW Res
ANAKALEA, Jerome K.	Oahu IW Res
ANAKALEA, Jerome K.	Hawaii IW Agr
ANDERSON, Sharon Lee K.	Oahu IW Agr
ANDERSON, Sharon Lee K.	Oahu IW Res
CARAVALHO, Kathleen E.	Hawaii IW Res
CARAVALHO, Kathleen E.	Hawaii IW Agr
DEAN, Kaya A.K.	Maui IW Agr
DEAN, Kaya A.K.	Maui IW Res
FU, Howard P.	Oahu IW Res
GALEAI, Rhys H.V.	Oahu IW Res
GALEAI, Saige P.T.	Oahu IW Res
HAUHIO, Ambree A.B.	Oahu IW Agr
HAUHIO, Ambree A.B.	Hawaii IW Res
KALAMA-OHELO, Aleiyah I.K.	Oahu IW Res
KALAMA-OHELO, Aleiyah I.K.	Hawaii IW Agr
KALANI, Kaioluhia K.	Oahu IW Agr
KALANI, Kaioluhia K.	Oahu IW Res
KALAUKOA, Kawaihinano K.T.N.	Oahu IW Res

KALAUKOA, Kawaihinano K.T.N.	Hawaii IW Agr
KALEHUAWEHE-CABEBE, Lordean D.K.	Maui IW Res
KANAHELE, Kerrylyann N.	Oahu IW Agr
KANAHELE, Kerrylyann N.	Oahu IW Res
KANE, Bobwellyn	Oahu IW Agr
KANE, Bobwellyn	Oahu IW Res
KEPA-HEANU, Rowlana A.K.	Hawaii IW Agr
KEPA-HEANU, Rowlana A.K.	Hawaii IW Res
KERR, Joshua K.K.	Maui IW Agr
KERR, Joshua K.K.	Maui IW Res
KINIMAKA, Rayven K.K.	Oahu IW Agr
KINIMAKA, Rayven K.K.	Oahu IW Res
KUNI, Susie N.	Oahu IW Res
MAYNES, Ailana K.H.	Maui IW Res
MAYNES, Ailana K.H.	Hawaii IW Agr
MAYNES, Robin O., Jr.	Kauai IW Res
MAYNES, Robin O., Jr.	Hawaii IW Agr
MORGAN, Coty-Kahele K.A.	Oahu IW Agr
MORGAN, Coty-Kahele K.A.	Oahu IW Res
PAALUHI, Gaylynn U.	Oahu IW Agr
PAKELE, Malia	Maui IW Res
PAKELE, Malia	Hawaii IW Agr
PICADURA, Kaori K.	Hawaii IW Agr
PICADURA, Kaori K.	Hawaii IW Res
RACULE, Mealiinoeau S.A.	Maui IW Agr
RACULE, Mealiinoeau S.A.	Maui IW Res
RENKEN-KAHAKAI, Chassitty U.	Oahu IW Res
RENKEN-KAHAKAI, Chassitty U.	Hawaii IW Agr
RODRIGUES, Nicholas K.	Oahu IW Agr
RODRIGUES, Nicholas K.	Oahu IW Res
STANLEY, Daniel N. III	Oahu IW Agr
STANLEY, Daniel N. III	Oahu IW Res
VIERRA, Alohi K.K.	Hawaii IW Agr
VIERRA, Alohi K.K.	Hawaii IW Res
WAIWAIOLE, Shilyn K.S.K.	Oahu IW Res
WAIWAIOLE, Shilyn K.S.K.	Maui IW Pas
WONG, Kardeen H.	Maui IW Res

ITEM D-5 EXHIBIT
COMMISSION DESIGNATION OF SUCCESSORS TO APPLICATION RIGHTS
PUBLIC NOTICE 2024

APPLICANT	AREA
KULOLOIO, Chante H.	Maui IW Agr

* IW = Islandwide

ITEM D-6 EXHIBIT
APPROVAL OF ASSIGNMENT OF LEASEHOLD INTEREST

LESSEE	LEASE NO.	AREA
APUNA, Noela L. K.	211	Hoolehua, Molokai
APUNA, Roger R.	105	Hoolehua, Molokai
DELA CRUZ, Lyndon R. L.	105	Hoolehua, Molokai
BARTON, Pamela K.	950	Papakolea, Oahu
CHONG, Andrew M. J.	8547	PKE, Oahu
ECKART, Tennille M.	6240	Panaewa, Hawaii
HAMILTON, Catherine	6255	Panaewa, Hawaii
HULIHEE, Vanessa E.	1437	Waiakea, Hawaii
JEREMIAH, Seth T. K.	4249	Keaukaha, Hawaii
JEREMIAH, Noah S. A.	4249	Keaukaha, Hawaii
KALILIMOKU, Pearlene N.	5987	Waimanalo, Oahu
KAUAKAHI, Harriet A. P.	8703	Kekaha, Kauai
KEAWEKANE-BEERE, Billie P.	5103	Panaewa, Hawaii
KEPA, Raynette L.	2258	Waimanalo, Oahu
PALAKIKO, George, Jr.	11843	Kanehili, Oahu
WAIAU, Kaleo J.	10465	Waiohuli, Maui
ABBEY, Richard L.	15429	Kauluokahai, Oahu
ALMEIDA, Ellen M.	15010	Kauluokahai, Oahu
AONA, Shawlea K.	2144	Kewalo, Oahu
BEZILLA, Allysyn A.	13159	Makuu, Hawaii
BOWMAN, Jet P.	13165	Makuu, Hawaii
KELEKOLIO, Ralph K.	13134	Honomu, Hawaii
KELIIKIPI, Sam K.	15206	Kauluokahai, Oahu
NAKAGAWA, Ramona Y. K. M.	7021	Makuu, Hawaii

ITEM D-7 EXHIBIT
APPROVAL OF AMENDMENT OF LEASEHOLD INTEREST

LESSEE	LEASE NO.	AREA
AUNA, Lynette N.	3738-A	Keaukaha, Hawaii
BARTON, Pamela K.	950	Papakolea, Oahu
CANO, Laurinda L. W.	4656	Kekaha, Kauai
GARCIA-KEALOHA, Mercy H.	6304	Keaukaha, Hawaii
HANOHANO, Waylyn P.	708	Nanakuli, Oahu
HAO, Louis L., Jr.	2312	Keaukaha, Hawaii
HAO, Louis L., Jr.	4069	Panaewa, Hawaii
HULIHEE, Vanessa E.	1437	Waiakea, Hawaii
KAAWA, Winona K.	211	Hoolehua, Molokai

KAIMIKAUA, Deanna U.	198	Hoolehua, Molokai
KEALOHA, David	11111	Anahola, Kauai
KELIIPIO, Adam	1592	Waiakea, Hawaii
WAIPA, Clarence K.	1453-A	Panaewa, Hawaii

ITEM D-8 EXHIBIT

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

LESSEE	LEASE NO.	AREA
AKANA-PHILLIPS, Ricol H.	8409	PKE, Oahu
AKANA, Richard	8409	PKE, Oahu
CHANG, Shawn I. L.	5957	Waiehu, Maui
CULLEN, Wayne K.	9704	Lualualei, Oahu
GASPAR, Iver K. M.	5588	Lualualei, Oahu
HANAKEAWE, Tawny K. K.	10639	Laiopua, Hawaii
HANOHANO, Donna Rae P.	8125	Waiakea, Hawaii
HOAPILI, Sean L.	12680	Anahola, Kauai
KAIAMAKINI, Robert K., Jr.	6370	Kawaihae, Hawaii
KALAI, Pauahi N.	12820	Kawaihae, Hawaii
KAPAKU, Virginia M.	9322	Kaniohale, Hawaii
KEANU, Tami-Sue K.	9686	Waimanalo, Oahu
LEE-KIYAMA, Cheryl Ann	8328	PKE, Oahu
LOPERFIDO, Desiree S.	11871	Kanehili, Oahu
NAHULU, Teri Anne I.	9297	Kaniohale, Hawaii
PUAA-ADAMS, Alexis P.	7783	Waimanalo, Oahu
PURDY, Colleen S. Y. P.	12582	Kanehili, Oahu
PURDY, Paul M.	2778	Kuhio Village, Hawaii
RUBIO, Kehaulani M. S.	9355	Kaniohale, Hawaii
SHEA-POLLOCK, Cheyenne N.	2154	Kewalo, Oahu
UYETAKE, Verna Mae E.	7107	Kawaihae, Hawaii

ITEM NO. E-1 EXHIBIT

APPROVAL OF LEASE AWARD – HONOKŌWAI SUBDIVISION AGRICULTURAL PROJECT LEASE – LAHAINA, MAUI

NAME	APPL DATE	LEASE NO
ELEANOR I M CASH	06/30/1986	16174
THERESA E K SNIFFEN	07/09/1986	16170
TRACEY E K SPENCER	07/09/1986	16166
CHERYL L SALAS	07/11/1986	16268
ALVIN KEOLA KU	07/15/1986	16171
DAVID K HOOPAI	07/17/1986	16156
JEFFERY K CHIN	07/23/1986	16167
PATLAMON K KAHAWAI	07/28/1986	16169
GRACE K TIHADA	07/30/1986	16172

DOREEN M MOKIAO	08/05/1986	16173
EDNA K TIMARIO	08/05/1986	16175

ITEM NO. E-2 EXHIBIT

APPROVAL OF LEASE AWARD – PI‘ILANI MAI KE KAI SUBDIVISION PHASE II
RESIDENTIAL VACANT LOTS – ANAHOLA, KAUAI

NAME	APPL DATE	LOT NO	TMK	LEASE NO
LORI KEOHOKALOLE	07/30/2002	20	4-4-8-022-109	16217

ITEM NO. E-3 EXHIBIT

APPROVAL OF LEASE AWARD – KAUMANA SUBDIVISION
RESIDENTIAL VACANT LOTS – HILO, HAWAI‘I

NAME	APPL DATE	LOT NO	TMK	LEASE NO
CHARLES KK GARCIA	12/14/1987	3	3-2-5-005-079	16213

ITEM NO. E-4 EXHIBIT

APPROVAL OF LEASE AWARD – LĀNA‘I SUBDIVISION
RESIDENTIAL PROJECT LEASE – LĀNA‘I CITY, LĀNA‘I

NAME	APPL DATE	LEASE NO
GWENDOLYN L KANIHO	11/06/2001	16176
SAUL K KAHIHIKOLO JR	03/21/2002	16177
SIDNEY K GANER-ESKARAN	06/12/2019	16178
MERI LOPEZ	06/24/2005	16179
SHARDAE K.K. LOPEZ	05/22/2007	16180
DERWIN N KWON	04/17/2006	16181
RACHELLE L.K. GARBIN	04/09/2009	16182
PUAONANI F AHUNA	08/26/2010	16183
FRANK K RYDER III	03/05/2009	16184
RONALD J.K. WOOLSEY JR	07/09/2012	16185
BERNIE MAE K PRESTON	02/27/2013	16186
HARRY G CUMMINGS JR	10/16/2013	16187
DARRYL K OHELO II	03/24/2014	16188
DOREEN IGNACIO	04/10/2017	16189
YOLANDA U ALONZO	01/20/2015	16190
BOBBY-JO M.K. SULUSI	04/17/2017	16191
CHARLOTTE M.L. DEREIS	10/02/2017	16192
ERIC PALI	10/27/2017	16193
KEALOHA K.M. KAHANANUI	06/28/2019	16194
ANDREA G WARO	04/30/2018	16195
REGINALD KALEIALOHA NASH	10/16/2019	16196
MELORIE C.P. YUEN	11/07/2019	16197
LEIMOMI SANTANA	11/29/2019	16198
LAVERNE P KANNO	02/10/2020	16199
JESSE WATSON JR	11/30/2020	16200

ALYSSA K.K. PALUMBO	08/14/2020	16201
GEORGE A WOODS	12/17/2020	16202
BILLY B WOODS	03/02/2021	16203
JEWELS A ALAMEIDA	11/30/2023	16204
CHRISTOPHER K KAMELAMELA	06/07/2022	16205
ADA A PEREZ	09/03/2024	16206
OWEN M.N. KAOPUIKI	08/20/2/009	16207
MARIANNE K FEITERIA	04/18/2007	16208
STACIE LEE KOANUI NEFALAR	04/24/2025	16212
HAWELU WAYNE ALONZO	05/01/2025	16210
ALVIN R ALONZO	05/05/2025	16211
GREGORY G. ALONZO	05/02/2025	16209

ITEM NO. E-5 EXHIBIT

APPROVAL OF LEASE AWARD – PU‘UHONA SUVDIVISION
RESIDENTIAL TURNKEY - WAIKAPŪ, MAUI

NAME	APPL DATE	LOT NO	TMK	LEASE NO
DUKIE S.K. SPARKS	03/06/2012	82	2-3-5-044-082	13221
RAYN KA IKALA	07/12/2021	44	2-3-5-044-044	13242

Hawaiian Homes Commission Meeting Packet
November 17 – 18, 2025
Hale Ponoʻī, Kapolei, Oahu

C ITEMS

HAWAIIAN HOMES COMMISSION
2026 MEETING SCHEDULE

January 20, 2026 (Tue)	HHC Mtg, Kapolei – (No Community Mtg)
January 21, 2026 (Wed)	HHC Mtg, Kapolei, Oʻahu
February 17, 2026 (Tue)	HHC Mtg, Kapolei, Community Mtg - Kapolei
February 18, 2026 (Wed)	HHC Mtg, Kapolei, Oʻahu
March 16, 2026	HHC Mtg, Kapolei, Community Mtg – Waimānalo
March 17, 2026	HHC Mtg, Kapolei, Oʻahu
April 20, 2026	HHC Mtg, Kūlana ʻŌiwi Hālau,
April 21, 2026	HHC Mtg, Kūlana ʻŌiwi Hālau, Molokaʻi
May 18, 2026	HHC Mtg, Kailua-Kona, Community Mtg –Kailua-Kona
May 19, 2026	HHC Mtg, Kailua-Kona, Hawaiʻi
June 15, 2026	HHC Mtg, Kapolei – (No Community Mtg)
June 16, 2026	HHC Mtg, Kapolei, Oʻahu
July 20, 2026	HHC Mtg, Kapolei, Community Mtg – Papakōlea
July 21, 2026	HHC Mtg, Kapolei, Hawaiʻi
August 17, 2026	HHC Mtg, Kapaa, Kauaʻi Community Mtg – Līhue HHC
August 18, 2026	Mtg, Kapaa, Kauaʻi
September 21, 2026	HHC Mtg, Lāhainā, Community Mtg– Lahaina
September 22, 2026	HHC Mtg, Lāhainā, Maui
October 19, 2026	HHC Mtg, Hilo, Hawaiʻi, Community Mtg – Keaukaha
October 20, 2026	HHC Mtg, Hilo, Hawaiʻi
November 16, 2026	HHC Mtg, Paukūkalo, Community Mtg – Kula
November 17, 2026	HHC Mtg, Paukūkalo, Maui
December 21, 2026	HHC Mtg, Kapolei, Community Mtg – Nānākuli
December 22, 2026	HHC Mtg, Kapolei, Oʻahu

Please visit DHHL.hawaii.gov for the latest updates and information. For Information about providing testimony at a Commission Meeting, please go to https://dhhl.hawaii.gov/hhc/testimony
Oʻahu meetings are held at Hale Pono'i, DHHL, 91-5420 Kapolei Parkway, Kapolei, Oʻahu.
Community meetings are held in the evenings. No community meetings are scheduled for January and June.

DRAFT

STATE OF HAWAIʻI

DEPARTMENT OF HAWAIIAN HOME LANDS

November 17 – November 18, 2025

To: Chairman and Members, Hawaiian Homes Commission

From: David Hoke, Administrator, Enforcement Unit

Subject: For Information Only – Monthly Enforcement Unit Efforts and Statistics (October 13, 2025 – November 9, 2025)

RECOMMENDED ACTIONS: For information only.

DISCUSSION:

Total requests received since last submittal: 40

- Oahu: 8 (Kalawahine, Nanakuli x 2, PKE, Waiahole x 3, Waianae)
- Maui: 1 (Waiohuli)
- Kauai: 0
- East Hawaii: 1 (Keaukaha)
- West Hawaii: 0
- Molokai: 0
- Lanai: 1
- LMD: 1 (Waianae)
- LDD: 8 (Waiohuli)
- OCH: 4 (Confidential x 4)
- Self-Generated by EU: 12 (East Hawaii – Waiakea / Kauai - Anahola x 5 / Oahu – Kanehili, Kauluokahai x 2, Nanakuli, PKE, Waimanalo)
- Skip Trace: 4 (Lanai x 4)

Total requests received in 2025: 174

Total reports submitted since the last submittal: 34

Total reports submitted in 2025: 390

Official correspondence sent to lessees related to EU investigations since the last submittal: 18

Events and Operations:

- 10/16/25 – Contested Case Hearing Status Conference
- 10/28/25 – HIEMA After Action Plan pertaining to tsunami on 7/29/25
- 10/30/25 – Salesforce modernization meeting with Pacific Point
- 11/8/25 – Site visit with LMD regarding trespassing in Kona

Beneficiary Engagement:

- 10/25/25 – KCDC Quarterly Meeting
- 10/29/25 – Keaukaha Panaewa Farmer's Association NSW meeting
- 11/1/25 – Lanai Community Meeting and staff open house
- 11/6/25 – Panaewa NSW Meeting

Interagency Collaboration:

- County Police:
    - HPD – Narco/Vice, Records Division
    - HCPD – Community Policing Team, Narco/Vice, Records Division
- State of Hawaii Department of Law Enforcement – Director Mike Lambert and Deputy Jared Redulla
- State of Hawaii Emergency Management – Administrator, James Barros, Col (retired)
- HOPE Outreach Services

Hawaiian Homes Commission Meeting Packet
November 17 – 18, 2025
Hale Ponoʻī, Kapolei, Oahu

D ITEMS

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 17-18, 2025

TO: Chairperson and Members, Hawaiian Homes Commission

FROM: Juan Garcia, HSD Administrator
Homestead Services Division

SUBJECT: **Homestead Services Division Status Reports**

RECOMMENDED MOTION ACTION

None

DISCUSSION

The following reports are for information only:

EXHIBIT A: Homestead Lease and Application Totals and Monthly Activity Reports

EXHIBIT B: Delinquency Report

Statewide Lease Application and Applicant Totals
as of November 1, 2025

ISLAND	AC	AREA / TYPE	10/1/2025 TOTALS	ADDS	DELETES	11/1/2025 TOTALS	
O'ahu	113	Nānākuli Res	150	0	2	148	0.95%
	123	Papakōlea / Kewalo Res	62	0	0	62	0.39%
	133	Waimānalo Res	504	0	10	494	3.20%
	143	Wai'anae Res	132	0	2	130	0.84%
	191	O'ahu Islandwide Agr	4,241	7	0	4,248	26.96%
	193	O'ahu Islandwide Res	10,640	12	87	10,565	67.65%
		Total O'ahu Apps	**15,729**	**19**	**101**	**15,647**	**100.00%**
Maui	213	Paukūkalo Res	49	0	0	49	0.52%
	221	Kula Agr	4	0	0	4	0.04%
	222	Kula Pas	3	0	0	3	0.03%
	291	Maui Islandwide Agr	4,833	2	0	4,835	51.12%
	292	Maui Islandwide Pas	624	2	0	626	6.62%
	293	Maui Islandwide Res	3,939	5	2	3,942	41.67%
		Total Maui Apps	**9,452**	**9**	**2**	**9,459**	**100.00%**
Hawai'i	313	Keaukaha / Waiākea Res	62	0	0	62	0.40%
	321	Pana'ewa Agr	11	0	0	11	0.07%
	333	Kawaihae Res	13	0	0	13	0.08%
	341	Waimea Agr	9	0	0	9	0.06%
	342	Waimea Pas	39	0	0	39	0.25%
	343	Waimea Res	44	0	0	44	0.28%
	391	Hawai'i Islandwide Agr	7,363	5	3	7,365	47.57%
	392	Hawai'i Islandwide Pas	1,987	0	1	1,986	12.83%
	393	Hawai'i Islandwide Res	5,952	4	3	5,953	38.45%
		Total Hawai'i Apps	**15,480**	**9**	**7**	**15,482**	**100.00%**
Kaua'i	511	Anahola Agr	3	0	0	3	0.07%
	512	Anahola Pas	19	0	0	19	0.43%
	513	Anahola Res	37	0	0	37	0.84%
	523	Kekaha Res	8	0	0	8	0.18%
	532	Pu'u 'Ōpae Pas	7	0	0	7	0.16%
	591	Kaua'i Islandwide Agr	2,329	1	0	2,330	52.69%
	592	Kaua'i Islandwide Pas	319	0	0	319	7.21%
	593	Kaua'i Islandwide Res	1,699	0	0	1,699	38.42%
		Total Kaua'i Apps	**4,421**	**1**	**0**	**4,422**	**100.00%**
Moloka'i	613	Kalama'ula Res	3	0	0	3	0.14%
	621	Ho'olehua Agr	15	0	0	15	0.69%
	622	Ho'olehua Pas	1	0	0	1	0.05%
	623	Ho'olehua Res	7	0	0	7	0.32%
	633	Kapa'akea Res	6	0	0	6	0.28%
	643	One Ali'i Res	1	0	0	1	0.05%
	691	Moloka'i Islandwide Agr	1,127	0	1	1,126	51.84%
	692	Moloka'i Islandwide Pas	201	0	0	201	9.25%
	693	Moloka'i Islandwide Res	812	0	0	812	37.38%
		Total Moloka'i Apps	**2,173**	**0**	**1**	**2,172**	**100.00%**
Lāna'i	713	Lāna'i Res	70	2	0	72	100.00%
		Total Lāna'i Apps	**70**	**2**	**0**	**72**	**100.00%**

O'AHU APP TYPE TOTALS

Agr		Pas		Res		
4,248	+	0	+	11,399	=	15,647
27.15%		0.00%		72.85%		100.00%

MAUI APP TYPE TOTALS

Agr		Pas		Res		
4,839	+	629	+	3,991	=	9,459
51.20%		6.65%		42.22%		100.07%

HAWAI'I APP TYPE TOTALS

Agr		Pas		Res		
7,385	+	2,025	+	6,072	=	15,482
47.70%		13.08%		39.22%		100.00%

KAUA'I APP TYPE TOTALS

Agr		Pas		Res		
2,333	+	345	+	1,744	=	4,422
52.76%		7.80%		39.44%		100.00%

MOLOKA'I APP TYPE TOTALS

Agr		Pas		Res		
1,141	+	202	+	829	=	2,172
52.53%		9.30%		38.17%		100.00%

LĀNA'I APP TYPE TOTALS

Agr		Pas		Res		
0	+	0	+	72	=	72
0.00%		0.00%		100.00%		100.00%

STATEWIDE TOTALS

10/1/2025	Adds	Deletes	11/1/2025
47,325	40	111	47,254

STATEWIDE APP TYPE TOTALS

Agr	Pas	Res
19,946	3,201	24,107

ITEM NO. D-1
EXHIBIT A

DELINQUENCY REPORT - STATEWIDE
November 17, 2025
($Thousands)

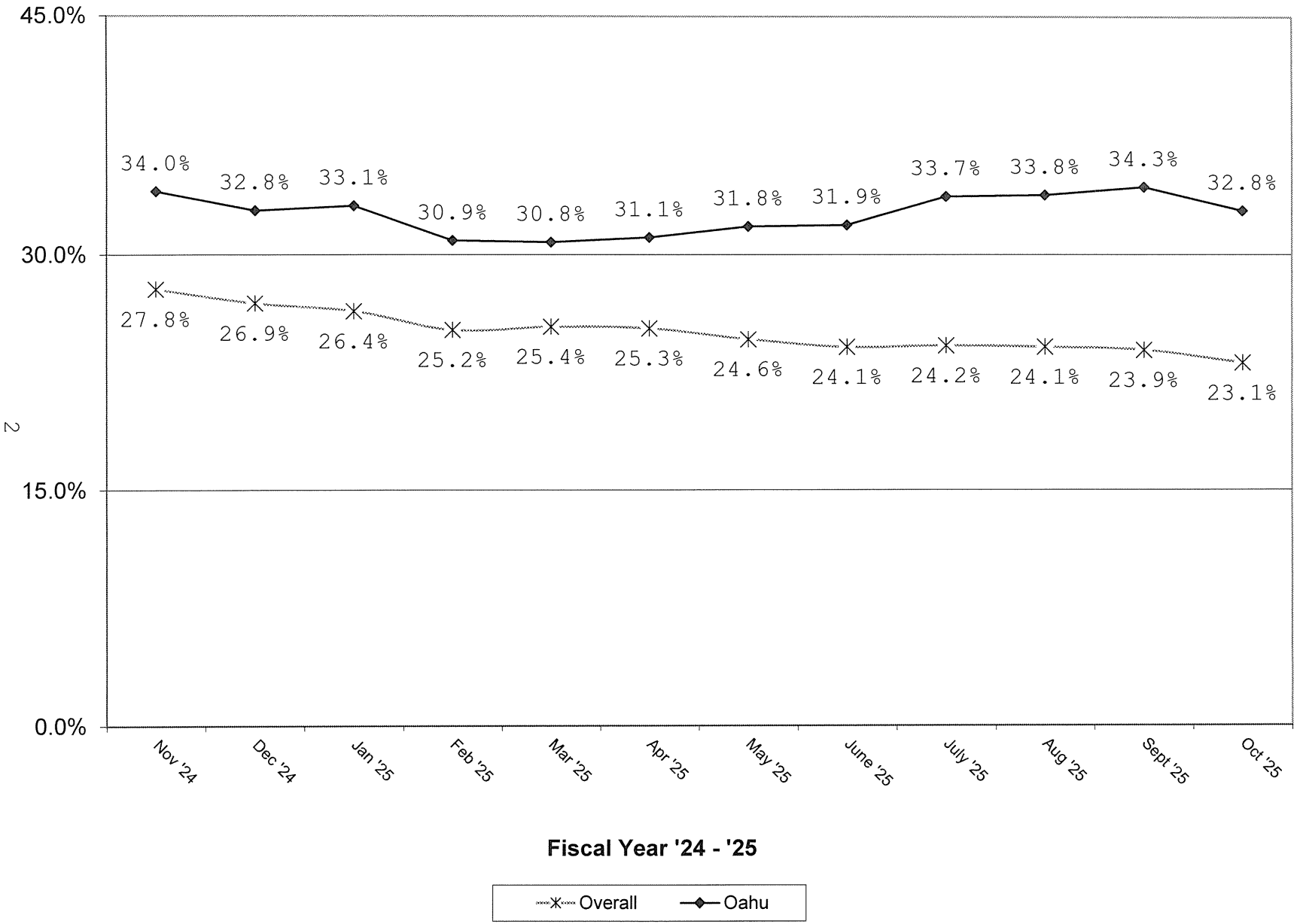
	Total Outstanding		Total Delinquency		RISK 30 Days (low)		60 Days (Medium)		90 Days (High)		180 Days (Severe)		% of Totals 10/31/2025	
		(000s)		(000s)		(000s)		(000s)		(000s)		(000s)		
DIRECT LOANS	No.	Amt.	No.	Amt.	No.	Amt.	No.	Amt.	No.	Amt.	No.	Amt.	No.	$
OAHU	350	36,303	115	11,920	18	1,551	10	1,303	5	348	82	8,717	32.9%	32.8%
EAST HAWAII	178	10,201	48	3,509	3	173	1	102	5	354	39	2,879	27.0%	34.4%
WEST HAWAII	75	7,478	11	1,242	4	436	4	495	1	93	2	218	14.7%	16.6%
MOLOKAI	73	6,157	9	402	2	26	3	174	0	0	4	202	12.3%	6.5%
KAUAI	89	8,025	14	1,069	2	179	4	198	0	0	8	693	15.7%	13.3%
MAUI	133	26,943	27	3,790	4	564	3	222	3	226	17	2,778	20.3%	14.1%
TOTAL DIRECT	**898**	**95,108**	**224**	**21,933**	**33**	**2,929**	**25**	**2,494**	**14**	**1,021**	**152**	**15,488**	**24.9%**	**23.1%**
	100.0%	**100.0%**	**24.9%**	**23.1%**	**3.7%**	**3.1%**	**2.8%**	**2.6%**	**1.6%**	**1.1%**	**16.9%**	**16.3%**		
Advances (including RPT)	**236**	**5,766**	**236**	**5,766**	**0**	**0**	**0**	**0**	**236**	**5,766**			**100%**	**100%**
DHHL LOANS & Advances	**1,134**	**100,874**	**460**	**27,699**	**33**	**2,929**	**25**	**2,494**	**250**	**6,787**	**152**	**15,488**	**40.6%**	**27.5%**
LOAN GUARANTEES as of June 30, 2025														
SBA	2	67	0	0	0	0	0	0	0	0			0.0%	0.0%
USDA-RD	274	35,831	43	6,613	0	0	0	0	43	6,613			15.7%	18.5%
Habitat for Humanity	32	893	16	429	0	0	0	0	16	429			50.0%	48.0%
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	10	204	10	204	0	0	0	0	10	204			100.0%	100.0%
FHA Interim	5	1,391	0	0	0	0	0	0	0	0			0.0%	0.0%
OHA	20	2,084	2	323	0	0	0	0	2	323			10.0%	15.5%
TOTAL GUARANTEE	**349**	**40,551**	**72**	**7,576**	**0**	**0**	**0**	**0**	**72**	**7,576**			**20.6%**	**18.7%**
PMI Loans	105	13,313	2	178	1	97	1	81	0	0			1.9%	1.3%
HUD REASSIGNED for Recovery	**110**	**11,410**	**90**	**9,936**	**0**	**0**	**0**	**0**	**5**	**277**	**85**	**9,658**	**81.8%**	**87.1%**
FHA Insured Loans	2,888	527,203	204	32,996	0	0	0	0	204	32,996			7.1%	6.3%
TOTAL INS. LOANS	**3,103**	**551,926**	**296**	**43,110**	**1**	**97**	**1**	**81**	**209**	**33,273**	**85**	**9,658**	**9.5%**	**7.8%**
OVERALL TOTALS(EXC Adv/RPT's)	**4,350**	**687,585**	**592**	**72,619**	**34**	**3,026**	**26**	**2,575**	**295**	**41,871**	**237**	**25,146**	**13.6%**	**10.6%**
ADJUSTED TOTALS	**4,586**	**693,351**	**828**	**78,384**	**34**	**3,026**	**26**	**2,575**	**531**	**47,636**	**237**	**25,146**		**11.3%**

Note: HUD 184A loan program has 582 loans, with a total outstanding principal balance of $104,906,334.99 as of June 30, 2025. 3 Loans, totaling $634,723.85 are delinquent.

The deferred interest for 401 loans comes out to $1,838,029.48 as of 10/31/2025.

EXHIBIT B ITEM NO. D-1

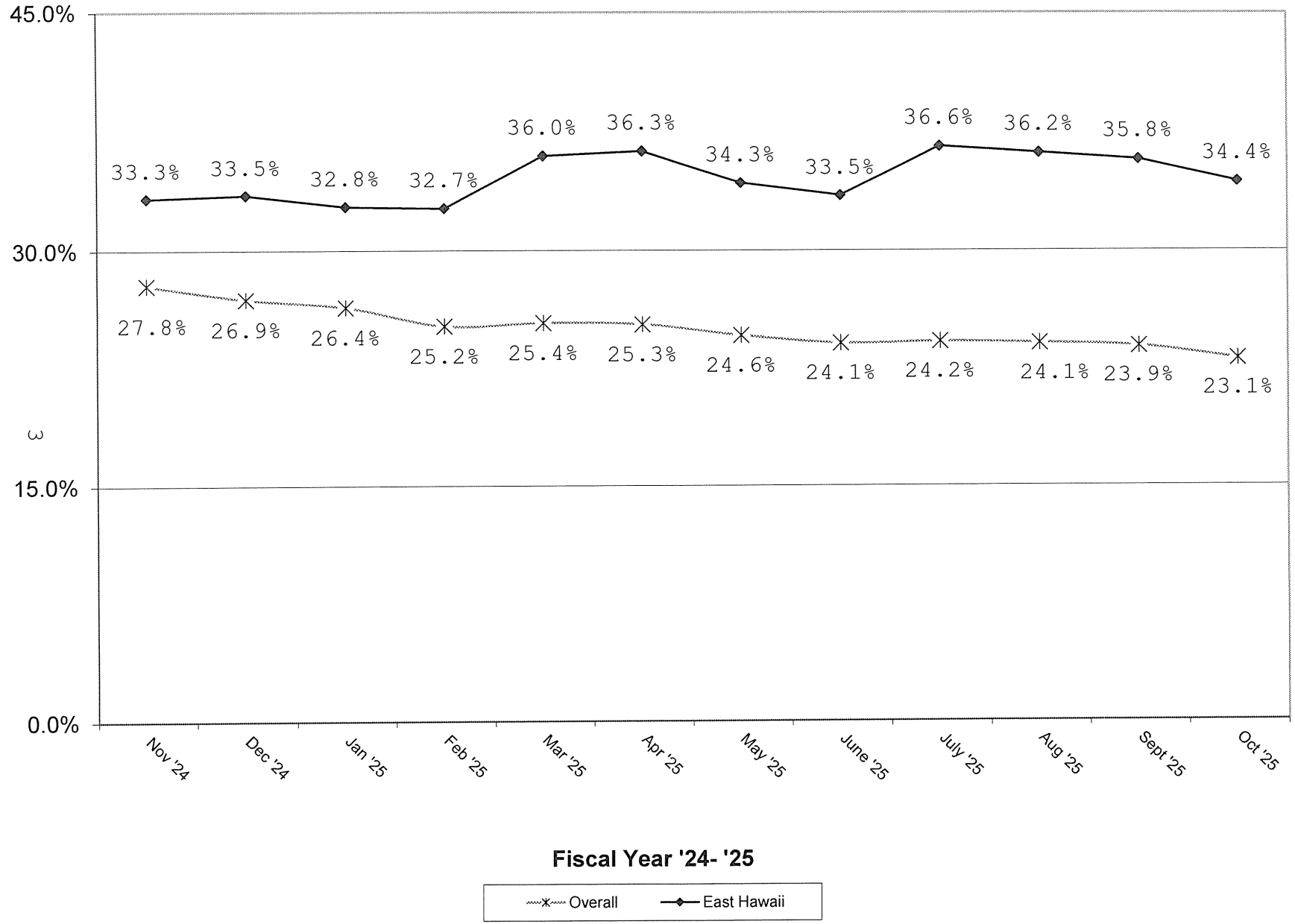
OAHU
Direct Loans
Delinquency Ratio Report



2

ITEM NO. D-1
EXHIBIT B

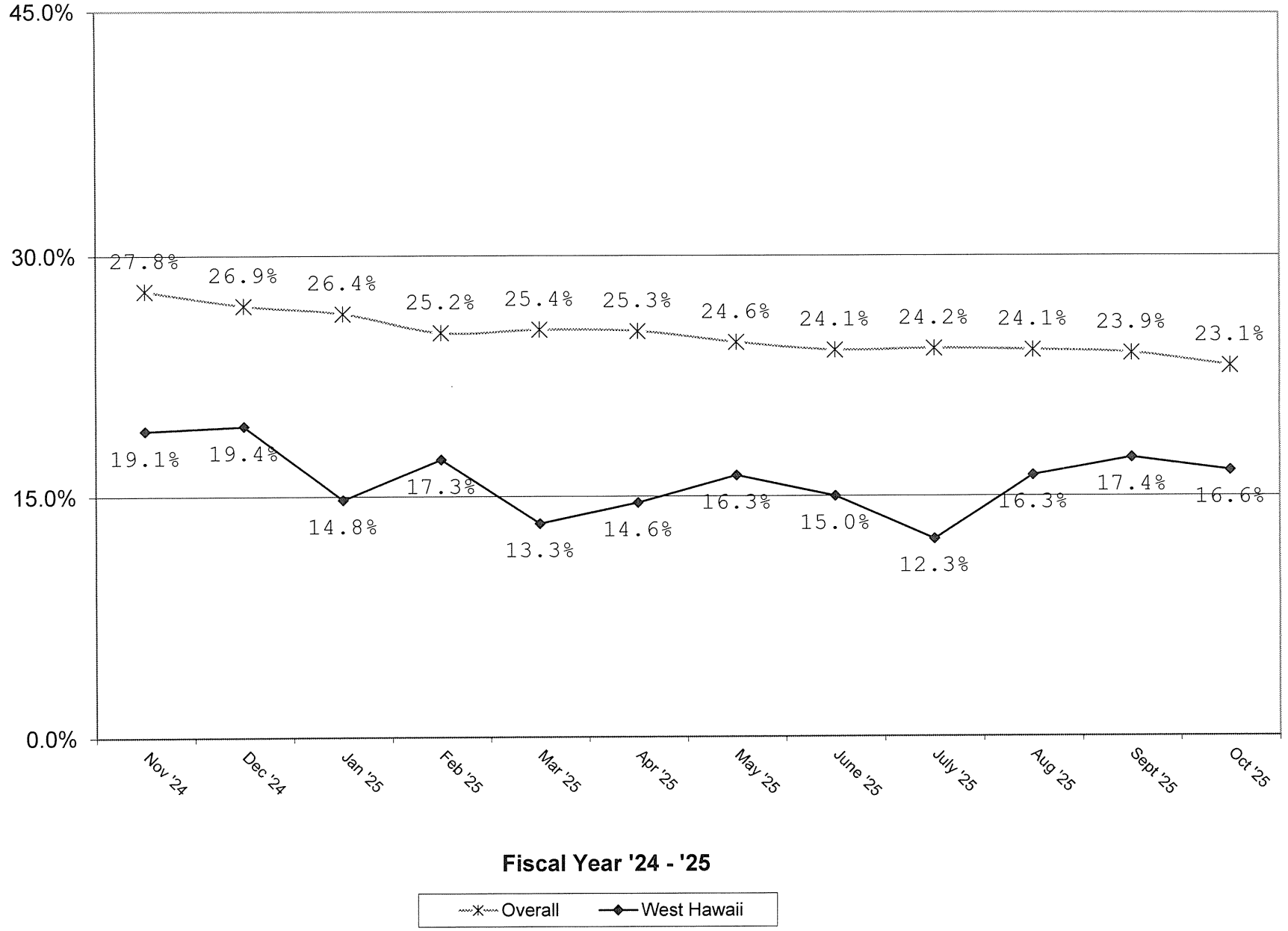
EAST HAWAII
Direct Loans
Delinquency Ratio Report



3

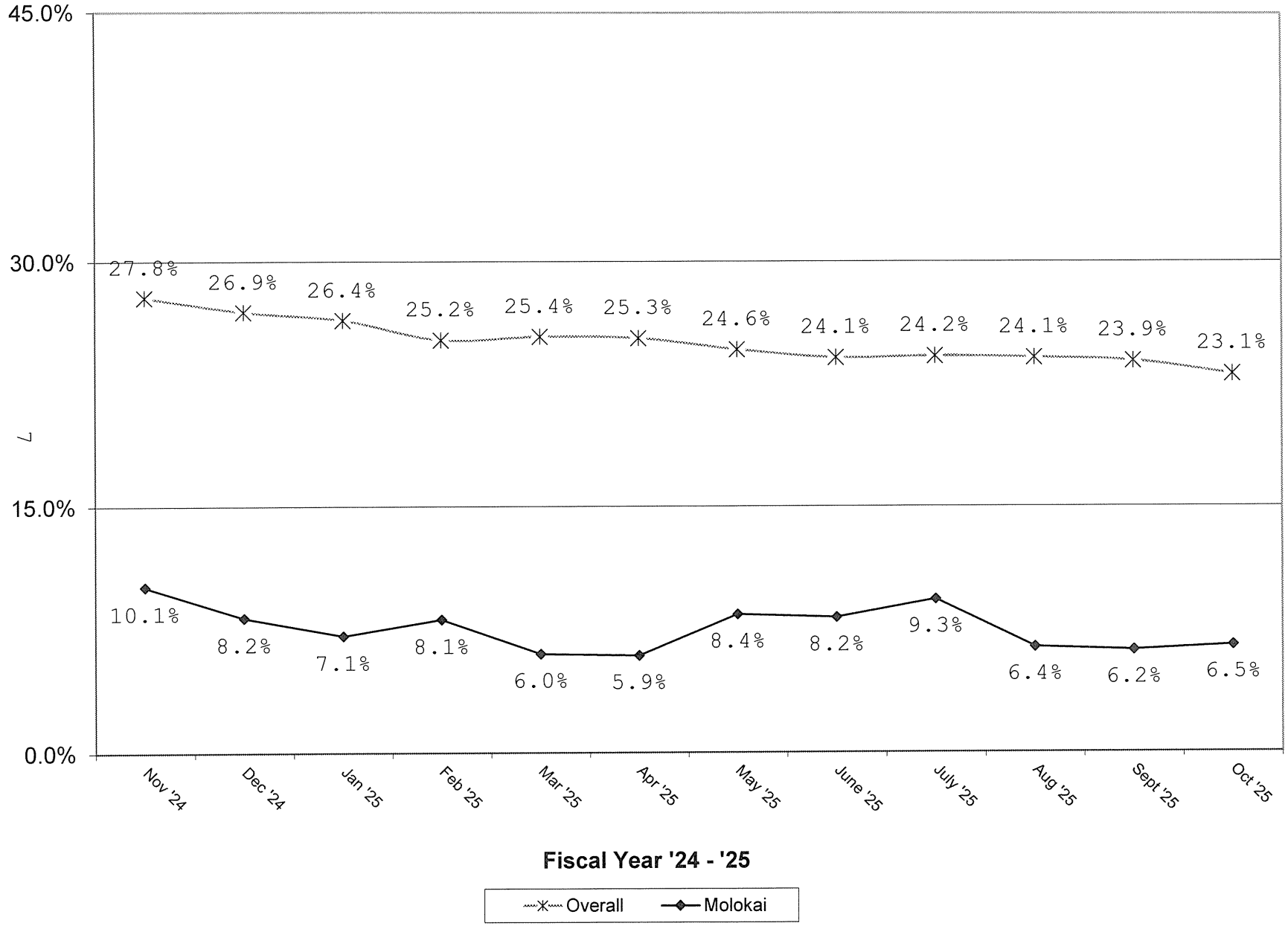
ITEM NO. D-1
EXHIBIT B

WEST HAWAII
Direct Loans
Delinquency Ratio Report



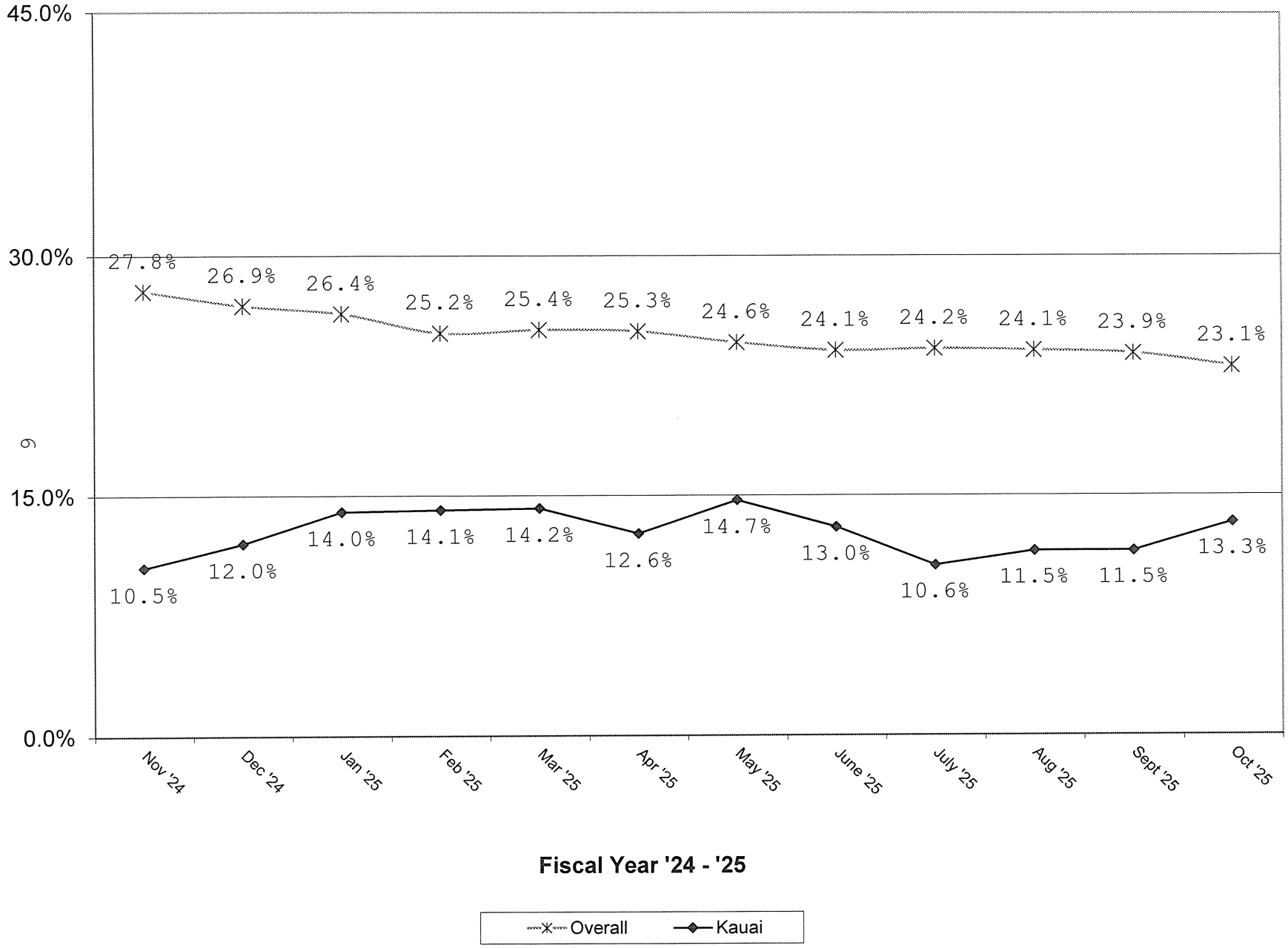
ITEM NO. D-1
EXHIBIT B

MOLOKAI
Direct Loans
Delinquency Ratio Report



ITEM NO. D-1
EXHIBIT B

KAUAI
Direct Loans
Delinquency Ratio Report

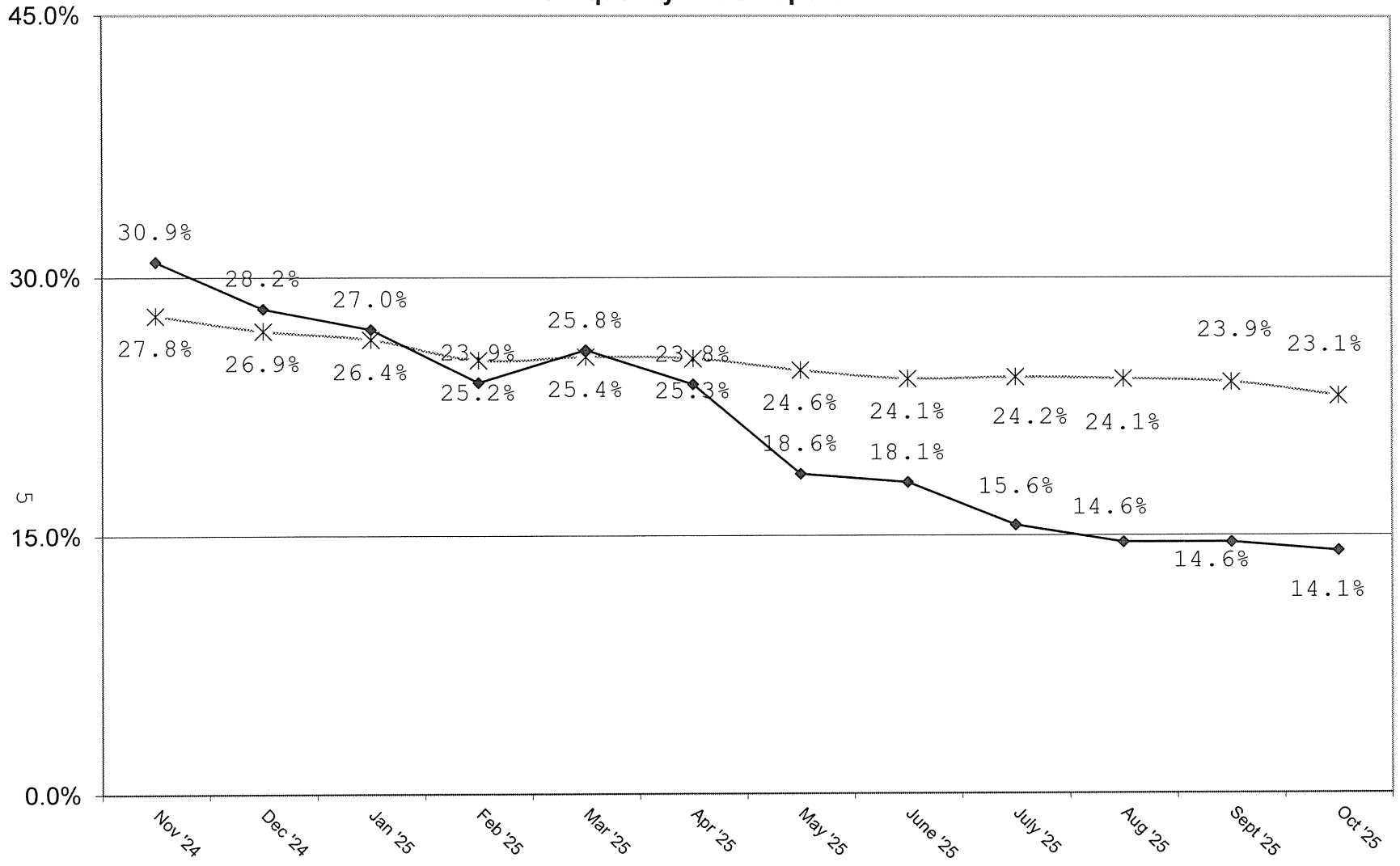


Fiscal Year '24 - '25

Overall — Kauai

ITEM NO. D-1
EXHIBIT B

MAUI
Direct Loans
Delinquency Ratio Report



Fiscal Year '24 - '25

Overall — Maui

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ITEM NO. D-1
EXHIBIT B

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 17, 2025

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, HSD Administrator
Homestead Services Division

FROM: Darlene Fernandez, TA Loan Services Branch 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

PROPERTY	LESSEE	LENDER	LOAN AMOUNT
OAHU			
Kewalo Lease No. 1637 TMK: 1-2-4-039:005	AIPELENA-THOREN, Keola Faith (Refinance)FHA	Mechanics Bank	$ 404,664
Lualualei Lease No. 5574 TMK: 1-8-6-023:063	NAO, Brittany K.K. (Purchase)USDA-RD	CMG Mortgage, Inc.	$ 474,747
MOLOKAI			
Hoolehua Lease No. 2662 TMK: 2-5-2-015:041	LUULOA KEALAIKI,JR, Reginald K. (Purchase)FHA	Bank of Hawaii	$ 170,000
Hoolehua Lease No. 3035 TMK: 2-5-2-027:017	DALIDA, Robin-Ann K. (Cash-out Refi)HUD 184A	Click n' Close, Inc	$ 301,252

ITEM NO. D-2

MAUI

Puuhona Lease No. 13107 TMK: 2-3-5-044:049	KAHALEWAI, Isaac(Purchase)FHA	Cardinal Financial Co., L.P.	$ 701,173
Puuhona Lease No. 13206 TMK: 2-2-5-044:148	FERNANDEZ, Randy G. (Purchase)HUD 184A	American Savings Bank, F.S.B	$ 414,648
Puuhona Lease No. 13232 TMK: 2-3-5-044:093	KUAILANI, Tanya(Purchase) HUD 184A	Cardinal Financial Co., L.P.	$ 665,305
Waiehu Kou 4 Lease No. 12242 TMK: 2-3-2-026:018	ANDERSON, Kaulana(Cash-out Refi)FHA	Cardinal Financial Co., L.P.	$ 622,800
Puuhona Lease No. 13253 TMK: 2-3-5-044:021	TAMAYOSE, Waipuilani (Purchase)FHA	Cardinal Financial Co., L.P.	$ 700,167

KAUAI

Anahola Lease No. 5481 TMK: 4-4-8-018:004	DUNCAN, Allyson A.(Cash-out Refi)FHA	Click n' Close, Inc.	$ 305,250

HAWAII

Lalamilo Lease No. 15863 TMK: 3-6-6-012:009	TUIFUA, Melissa(Purchase) FHA	VIP Mortgage Inc.	$ 395,158
Laiopua Lease No. 10881 TMK: 3-7-4-027:054	TERIIPAIA, Dayna H. (Purchase)FHA	Mechanics Bank	$ 356,125
Waiakea Lease No. 6614 TMK: 3-2-2-062:019	BACLIG, Billy Ilima(Cash- out Refi)FHA	VIP Mortgage Inc.	$ 207,600

RECAP	NO.	FHA AMOUNT	NO.	VA AMOUNT
FY Ending 6/30/25	139	$ 60,617,861	21	$ 9,415,801
Prior Months	43	$ 20,151,892	6	$ 2,700,000
This Month	9	3,862,937	0	0
Total FY '25-26	52	$ 24,014,829	6	$ 2,700,000

		HUD 184A AMOUNT		USDA-RD AMOUNT
FY ENDING 6/30/25	21	$ 8,221,129	5	$ 2,150,160
Prior Months	12	$ 4,819,105	2	$ 746,767
This Month	3	1,381,205	1	474,747
Total FY '25-26	15	$ 6,200,310	2	$ 1,221,514
746,767				

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 17, 2025

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, HSD Administrator

FROM: Jeremy Caneso-Bantolina, Application Branch Manager
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

DELA PINA, Luana Belle W.	08/10/2023	HAWAII	RES	03/14/2025
LEWIS, Mary Brittainy U.K.	03/17/2015	HAWAII	RES	03/20/2025

MOLOKAI ISLANDWIDE AGRICULTURAL LEASE LIST

DE FRANCIA, Jovena L.	11/09/2023	MAUI	AGR	02/19/2025

MOLOKAI ISLANDWIDE RESIDENTIAL LEASE LIST

DE FRANCIA, Jovena L.	11/09/2023	MAUI	RES	02/19/2025

2. Deceased Applicants

OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

GULLER, Ruby K.K.	Applicant's date of death occurred on 07/23/1984, which is prior to the 10/26/1998 amendment of the HAR section 10-3-8, which allows for qualified successors to participate in the Public Notice process. Remove application dated 07/11/1979.

3. Awards of Leases

WAIMANALO AREA / OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

BRITTAIN, Margaret K.	Awarded Kauluokahai Project Residential Lease #15008 dated 09/09/2025. Remove application dated 04/11/1969.
MALINA, Calvin L.	Awarded Kaupea Project Residential Lease #15054 dated 09/16/2025. Remove application dated 07/03/1973.
PHILLIPS, Barbara M.	Awarded Kalawahine Oahu, Hawaii Residential Lease #15847 dated 09/25/2025. Remove application dated 06/13/1969.

WAIANAE AREA / OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

CHING, Ronald K.	Awarded Kauluokahai Project Residential Lease #15041 dated 09/10/2025. Remove application dated 06/09/1977.

BUNDA, Roberta L.H.	Awarded Kauluokahai Project Residential Lease #15424 dated 09/09/2025. Remove application dated 10/24/2000.
BURNS, Rebecca L.	Awarded Kauluokahai Project Residential Lease #15303 dated 09/09/2025. Remove application dated 07/18/1997.
CABLAY, Laylen U.	Awarded Kauluokahai Project Residential Lease #15373 dated 09/09/2025. Remove application dated 07/13/1999.
CAFFERTY, Bridget M.	Awarded Kauluokahai Project Residential Lease #15354 dated 09/09/2025. Remove application dated 08/31/1999.
CAMARA, Wanda M.L.	Awarded Kauluokahai Project Residential Lease #15467 dated 09/09/2025. Remove application dated 10/04/2000.
CAMBRA, Raelyn B.	Awarded Kauluokahai Project Residential Lease #15058 dated 09/09/2025. Remove application dated 10/25/1978.
CAMINOS, William	Awarded Kauluokahai Project Residential Lease #15322 dated 09/09/2025. Remove application dated 09/10/1998.
CASHMAN, Kimo A.	Awarded Kauluokahai Project Residential Lease #15207 dated 09/09/2025. Remove application dated 11/04/1994.
CHANDLER, Connie L.	Awarded Kauluokahai Project Residential Lease #15301 dated 09/10/2025. Remove application dated 02/19/1997.

CHANG, Kaiulani J.	Awarded Kauluokahai Project Residential Lease #15456 dated 09/10/2025. Remove application dated 10/20/1999.
CHEE, James A.C.K.	Awarded Kauluokahai Project Residential Lease #15211 dated 09/10/2025. Remove application dated 12/02/1994.
CHING, Carmella K.	Awarded Kauluokahai Project Residential Lease #15120 dated 09/10/2025. Remove application dated 05/06/1986.
CHOW, Richard A.H., Jr.	Awarded Kauluokahai Project Residential Lease #15586 dated 09/10/2025. Remove application dated 11/28/2001.
CHU, Derek K.	Awarded Kauluokahai Project Residential Lease #15107 dated 09/10/2025. Remove application dated 07/03/1985.
COLON-VALENTIN, Marylyn K.M.	Awarded Kauluokahai Project Residential Lease #15214 dated 09/10/2025. Remove application dated 08/04/1993.
CONTRADES, Daniel W., Jr.	Awarded Kauluokahai Project Residential Lease #15267 dated 09/10/2025. Remove application dated 09/03/1996.
CORNWALL-PONCE, Christine K.	Awarded Kauluokahai Project Residential Lease #15444 dated 09/11/2025. Remove application dated 04/23/2001.
COSTA, Erin L.	Awarded Kauluokahai Project Residential Lease #15368 dated 09/11/2025. Remove application dated 01/22/1999.

CRABBE, Benjamin K., Jr.	Awarded Kauluokahai Project Residential Lease #15504 dated 09/11/2025. Remove application dated 02/01/2001.
CRABBE, Charmaine K.	Awarded Kauluokahai Project Residential Lease #15407 dated 09/11/2025. Remove application dated 04/13/2000.
CRADDOLPH, Jan V.	Awarded Kauluokahai Project Residential Lease #15452 dated 09/11/2025. Remove application dated 10/04/1999.
CRAIG, Ellen J.	Awarded Kauluokahai Project Residential Lease #15126 dated 09/11/2025. Remove application dated 09/17/1987.
CRAWFORD, Glynn E.L., Jr.	Awarded Kauluokahai Project Residential Lease #15323 dated 09/11/2025. Remove application dated 08/24/1998.
CUA, Avis June A.	Awarded Kauluokahai Project Residential Lease #15367 dated 09/11/2025. Remove application dated 06/14/1999.
CULLEN, Evelyn H.	Awarded Kauluokahai Project Residential Lease #15110 dated 09/11/2025. Remove application dated 01/28/1986.
CULLEN, Irene L.V.	Awarded Kauluokahai Project Residential Lease #15262 dated 09/11/2025. Remove application dated 02/29/1996.
CULLEN, Luana K.	Awarded Kauluokahai Project Residential Lease #15438 dated 09/11/2025. Remove application dated 03/01/2001.

CUMMINGS, Leola L.	Awarded Kauluokahai Project Residential Lease #15371 dated 09/12/2025. Remove application dated 06/28/1999.
DAMAS, Mark S.	Awarded Kauluokahai Project Residential Lease #15442 dated 09/12/2025. Remove application dated 05/17/2001.
DAVIS, Kelii-Ann K.	Awarded Kauluokahai Project Residential Lease #15552 dated 09/12/2025. Remove application dated 03/11/2002.
DAVIS, Nelson K.	Awarded Kauluokahai Project Residential Lease #15247 dated 09/12/2025. Remove application dated 06/05/1995.
DAY, Hollynn H.	Awarded Kauluokahai Project Residential Lease #15115 dated 09/12/2025. Remove application dated 05/23/1986.
DELA CRUZ, Julia P.	Awarded Kauluokahai Project Residential Lease #15129 dated 09/12/2025. Remove application dated 04/14/1988.
DELA CRUZ, Vannessa L.K.	Awarded Kauluokahai Project Residential Lease #15224 dated 09/12/2025. Remove application dated 08/13/1994.
DELIMA, Bernadette L.	Awarded Kauluokahai Project Residential Lease #15119 dated 09/12/2025. Remove application dated 01/23/1997.
DOANE, Kenneth B.K.	Awarded Kauluokahai Project Residential Lease #15427 dated 09/12/2025. Remove application dated 10/26/2000.

DOMEN, Lillian H.H.	Awarded Kauluokahai Project Residential Lease #15076 dated 09/15/2025. Remove application dated 07/09/1982.
DONLIN, Carolyn U.	Awarded Kauluokahai Project Residential Lease #15568 dated 09/15/2025. Remove application dated 03/28/2002.
DONLIN, John I.	Awarded Kauluokahai Project Residential Lease #15566 dated 09/15/2025. Remove application dated 04/18/2002.
DUDOIT, Deborah A.	Awarded Kauluokahai Project Residential Lease #15372 dated 09/15/2025. Remove application dated 01/20/1999.
DUQUE, George M.	Awarded Kauluokahai Project Residential Lease #15249 dated 09/15/2025. Remove application dated 07/03/1995.
DURAN, Lisa L.N.	Awarded Kauluokahai Project Residential Lease #15302 dated 09/15/2025. Remove application dated 06/06/1997.
ENOKA, Clement P. III	Awarded Kauluokahai Project Residential Lease #15461 dated 09/15/2025. Remove application dated 07/20/1999.
EVANS, Martha Ann N.	Awarded Kauluokahai Project Residential Lease #15237 dated 09/15/2025. Remove application dated 12/19/1995.
EWALIKO, Michael	Awarded Kauluokahai Project Residential Lease #15391 dated 09/15/2025. Remove application dated 09/02/1999.

FARQUHAR, Rachel L.	Awarded Kauluokahai Project Residential Lease #15573 dated 09/15/2025. Remove application dated 05/13/2002.
FATUESI, Ruby T.	Awarded Kauluokahai Project Residential Lease #15489 dated 09/16/2025. Remove application dated 06/29/2001.
FAUFATA, Janet S.P.	Awarded Kauluokahai Project Residential Lease #15222 dated 09/16/2025. Remove application dated 08/10/1994.
FIELDS, Jamie P.K.	Awarded Kauluokahai Project Residential Lease #15481 dated 09/16/2025. Remove application dated 05/21/2001.
FOMAI, Karri-Ann K.	Awarded Kauluokahai Project Residential Lease #15535 dated 09/16/2025. Remove application dated 02/13/2002.
FORD, Joanna M.	Awarded Kauluokahai Project Residential Lease #15454 dated 09/16/2025. Remove application dated 10/13/1999.
FOSTER, Nora T.	Awarded Kauluokahai Project Residential Lease #15225 dated 09/16/2025. Remove application dated 09/12/1995.
FUJIMOTO, Pamela N.	Awarded Kauluokahai Project Residential Lease #15147 dated 09/16/2025. Remove application dated 03/15/1993.
FULLER, Alyson N.	Awarded Kauluokahai Project Residential Lease #15422 dated 09/16/2025. Remove application dated 10/30/2000.

FULLER, Shawn K.	Awarded Kauluokahai Project Residential Lease #15190 dated 09/16/2025. Remove application dated 09/27/1993.
GAISON, Gail Ann	Awarded Kauluokahai Project Residential Lease #15328 dated 09/16/2025. Remove application dated 10/15/1998.
GAISON, Sheldon Alexander N.	Awarded Kauluokahai Project Residential Lease #15494 dated 09/16/2025. Remove application dated 12/21/2000.
GALDEIRA, Rockne L.K.	Awarded Kauluokahai Project Residential Lease #15406 dated 09/16/2025. Remove application dated 07/03/2000.
KUAHIWINUI, June K.	Awarded Kaupea Project Residential Lease #15572 dated 09/16/2025. Remove application dated 04/17/2002.
LEE, Sydney D.	Awarded Kaupea Project Residential Lease #15117 dated 09/16/2025. Remove application dated 05/29/1986.
LEONARDI, Catherine K.	Awarded Kaupea Project Residential Lease #15550 dated 09/16/2025. Remove application dated 01/07/2002.
LOA, Laura L.	Awarded Kaupea Project Residential Lease #15498 dated 09/16/2025. Remove application dated 01/22/2001.
LOPES, Laurie-Ann M.K.	Awarded Kauluokahai Project Residential Lease #15268 dated 09/10/2025. Remove application dated 10/15/1996.

LUIS, Lionel W.	Awarded Kaupea Project Residential Lease #15346 dated 09/16/2025. Remove application dated 10/20/1998.
MCMILLAN, Blanche E.	Awarded Kaupea Project Residential Lease #15051 dated 09/16/2025. Remove application dated 06/27/1978.
MEDEIROS, Eloise A.U.	Awarded Kaupea Project Residential Lease #15293 dated 09/16/2025. Remove application dated 05/01/1998.
NAONE-SENNISH, Stephanie H.	Awarded Kauluokahai Project Residential Lease #15047 dated 09/08/2025. Remove application dated 06/23/1978.
PEDRINA, Kanoe K.	Assigned Residential Lease #9799, Lot 13736 in Maluohai, Oahu dated 09/23/2025. Remove application dated 02/24/2015.

MAUI ISLANDWIDE RESIDENTIAL LEASE LIST

AKAHI, Keoni K.	Assigned Residential Lease #9444, Lot 6 in Waiehu, Wailuku, dated 05/12/1923. Remove application dated 09/10/2009.

4. Native Hawaiian Qualification

NONE FOR SUBMITTAL

5. Voluntary Cancellation

MOLOKAI ISLANDWIDE AGRICULTURAL LEASE LIST

WILLIAMS, Lois M.	Cancel application dated 07/11/1990 at the request of applicant received on 09/02/2025.

6. Successorship

OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

MOSES, Michelle K.	Succeeded to Oahu Islandwide Residential application of Grandparent, Shirley L. Gelnette dated 05/22/1962. Remove application dated 01/26/2006.

7. Additional Acreage

NONE FOR SUBMITTAL

8. HHC Adjustments

NONE FOR SUBMITTAL

Cumulative FY 2024-2025 Transaction Total		662
Last Month's Transaction Totals		437
Transfers from Island to Island		4
Deceased		1
Cancellations:		
	Awards of Leases	73
	NHQ	0
	Voluntary Cancellations	1
	Successorship	1
	Additional Acreage	0
	HHC Adjustments	0
This Month's Transaction Total		80
This Month's Cumulative FY 2025-2026 Transaction Total		**517**

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 17, 2025

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, HSD Administrator

FROM: Jeremy Caneso-Bantolina, Application Branch Manager
Homestead Services Division

SUBJECT: **Approval to Certify Applications of Qualified Applicants for the month of October 2025**

RECOMMENDED MOTION/ACTION

To approve the certification of applications of qualified applicants for the month of October 2025. The Department has verified the native Hawaiian blood quantum requirement of each applicant according to section 10-3-2 of the Hawaii Administrative Rules.

DISCUSSION

At its October 2020 regular meeting, the Hawaii Homes Commission adopted the recommendation of the HHC Investigative Committee on the Native Hawaiian Qualification Process to recall to the HHC, pursuant to Hawaii Administrative Rules § 10-2-16(a), the authority to accept the Native Hawaiian Quantum (NHQ) determination for an individual as a function requiring the exercise of judgement or discretion. The recommendation included a process to implement the Commission's review and acceptance of NHQ determinations. These applicants have been deemed by the Department to have met the native Hawaiian blood quantum requirement through the kumu ʻohana process.

OAHU ISLANDWIDE AGRICULTURAL LEASE LIST

ANDERSON, Sharon Lee K.	02/21/2025
HAUHIO, Ambree A.B.	03/20/2025
KALANI, Kaioluhia K.	02/28/2025

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KANAHELE, Kerrylyann N.	02/21/2025
KANE, Bobwellyn	03/17/2025
KINIMAKA, Rayven K.K.	03/17/2025
MORGAN, Coty-Kahele K.A.	02/28/2025
PAALUHI, Gaylynn U.	03/18/2025
RODRIGUES, Nicholas K.	02/28/2025
STANLEY, Daniel N. III	02/21/2025

OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

ANAKALEA, Jerome K.	02/28/2025
ANDERSON, Sharon Lee K.	02/21/2025
FU, Howard P.	02/28/2025
GALEAI, Rhys H.V.	02/27/2025
GALEAI, Saige P.T.	02/27/2025
KALAMA-OHELO, Aleiyah I.K.	02/27/2025
KALANI, Kaioluhia K.	02/28/2025
KALAUKOA, Kawaihinano K.T.N.	02/28/2025
KANAHELE, Kerrylyann N.	02/21/2025
KANE, Bobwellyn	03/17/2025
KINIMAKA, Rayven K.K.	03/17/2025
KUNI, Susie N.	02/27/2025
MORGAN, Coty-Kahele K.A.	02/28/2025
RENKEN-KAHAKAI, Chassitty U.	02/28/2025
RODRIGUES, Nicholas K.	02/28/2025
STANLEY, Daniel N. III	02/21/2025

WAIWAIOLE, Shilyn K.S.K.	03/06/2025

MAUI ISLANDWIDE AGRICULTURAL LEASE LIST

AIKALA, Makolea K.K.	01/10/2025
AKI, Harris K., Jr.	02/26/2025
DEAN, Kaya A.K.	03/06/2025
KERR, Joshua K.K.	01/16/2025
RACULE, Mealiinoeau S.A.	02/28/2025

MAUI ISLANDWIDE PASTORAL LEASE LIST

WAIWAIOLE, Shilyn K.S.K.	03/06/2025

MAUI ISLANDWIDE RESIDENTIAL LEASE LIST

AIKALA, Makolea K.K.	01/10/2025
AKI, Harris K., Jr.	02/26/2025
DEAN, Kaya A.K.	03/06/2025
KALEHUAWEHE-CABEBE, Lordean D.K.	03/20/2025
KERR, Joshua K.K.	01/16/2025
MAYNES, Ailana K.H.	02/21/2025
PAKELE, Malia	03/18/2025
RACULE, Mealiinoeau S.A.	02/28/2025
WONG, Kardeen H.	03/18/2025

HAWAII ISLANDWIDE AGRICULTURAL LEASE LIST

ANAKALEA, Jerome K.	02/28/2025
CARAVALHO, Kathleen E.	03/21/2025
KALAMA-OHELO, Aleiyah I.K.	02/27/2025

KALAUKOA, Kawaihinano K.T.N.	02/28/2025
KEPA-HEANU, Rowlana A.K.	02/26/2025
MAYNES, Ailana K.H.	02/21/2025
MAYNES, Robin O., Jr.	02/21/2025
PAKELE, Malia	03/18/2025
PICADURA, Kaori K.	03/27/2025
RENKEN-KAHAKAI, Chassitty U.	02/28/2025
VIERRA, Alohi K.K.	02/21/2025

HAWAII ISLANDWIDE RESIDENTIAL LEASE LIST

CARAVALHO, Kathleen E.	03/21/2025
HAUHIO, Ambree A.B.	03/20/2025
KEPA-HEANU, Rowlana A.K.	02/26/2025
PICADURA, Kaori K.	03/27/2025
VIERRA, Alohi K.K.	02/21/2025

KAUAI ISLANDWIDE RESIDENTIAL LEASE LIST

MAYNES, Robin O., Jr.	02/21/2025

Previous Cumulative Total for Current FY	140
Current Month's Total	59
Fiscal Year Total: July 2025-June 2026	**199**

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 17, 2025

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, HSD Administrator

FROM: Jeremy Caneso-Bantolina, Application Branch Manager
Homestead Services Division

SUBJECT: **Commission Designation of Successors to Application Rights - Public Notice November 2024**

RECOMMENDED MOTION/ACTION

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

2. To approve the certification of applications to successorship rights of qualified successors. The Department has verified the native Hawaiian blood quantum requirement of each prospective successor according to section 10-3-2 of the Hawaii Administrative Rules.

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 according to section 10-3-8(b) of the *Hawaii Administrative Rules*. HSD recommends approval of the following designees:

1. Deceased Applicant:	Eldon K Kuloloio
Date of death:	May 17, 2017
Successor to app rights:	Chante H. Kuloloio
Relationship to decedent:	Child
Island:	Maui
Type:	Islandwide Agricultural
Date of Application:	December 24, 1986
Date of Public Notice:	November 2024

Previous Cumulative Total for Current FY	35
Current Month's Total	1
Fiscal Year Total: July 2025-June 2026	**36**

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 17, 2025

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, Administrator
Homestead Services Division

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

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

RECOMMENDED MOTION/ACTION

1. 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.

2. To approve and accept that the transferees are of no less than the required 25% or 50% Hawaiian ancestry as appropriate pursuant to Section 208, Hawaiian Homes Commission Act, 1920, as amended.

DISCUSSION

Twenty-three (23) assignments of lease.

1. Lessee Name: Noela L. K. Apuna
Agr. Lease No. 211, Lot No. 122
Lease Date: 6/17/1929
Area: Hoolehua, Molokai
Property Sold & Amount: No, N/A
Improvements: 3 bedroom, 1 bath dwelling

Transferee Name: Kade N. Apuna
Relationship: Son
Loan Assumption: No
Applicant: No

Reason for Transfer: "Giving lease to relative."

2. Lessee Name: Roger R. Apuna
Res & Agr. Lease No. 105, Lot No. 67-A & 67-B
Lease Date: 10/27/1924
Area: Hoolehua, Molokai
Property Sold & Amount: No, N/A
Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: Lyndon R. L. Dela Cruz
Relationship: Brother
Loan Assumption: No
Applicant: No

Reason for Transfer: "Giving lease to relative."

3. Lessee Name: Lyndon R. L. Dela Cruz
Res & Agr. Lease No. 105, Lot No. 67-A & 67-B
Lease Date: 10/27/1924
Area: Hoolehua, Molokai
Property Sold & Amount: No, N/A
Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: Roger R. Apuna
Relationship: Brother
Loan Assumption: No
Applicant: No

Reason for Transfer: "Giving lease to relative."
Simultaneous transfer back to brother.

4. Lessee Name: Pamela K. Barton
Res. Lease No. 950, Lot No. 80
Lease Date: 4/30/1946
Area: Papakolea, Oahu,
Property Sold & Amount: No, N/A
Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: Kathryn K. Javellana
Relationship: Daughter
Loan Assumption: No
Applicant: No

Reason for Transfer: "Giving lease to relative."

5. Lessee Name: Andrew M. J. Chong
Res. Lease No. 8547, Lot No. 257
Lease Date: 7/1/1995
Area: PKE, Oahu
Property Sold & Amount: Yes, $629,000.00
Improvements: 4 bedroom, 2-1/2 bath dwelling

Transferee Name: Waioni P. N. Mandac
Relationship: None
Loan Assumption: No
Applicant: Yes, Oahu IW Res., 10/11/2016

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

6. Lessee Name: Tennille M. Eckart
Agr. Lease No. 6240, Lot No. 30-B
Lease Date: 6/22/1993
Area: Panaewa, Hawaii
Property Sold & Amount: No, N/A
Improvements: 4 bedroom, 2 bath dwelling

Transferee Name: Lainey K. T. Eckart
Relationship: Daughter
Loan Assumption: No
Applicant: No

Reason for Transfer: "Giving lease to relative."

7. Lessee Name: Catherine Hamilton
Agr. Lease No. 6255, Lot No. 71-B
Lease Date: 11/1/1985
Area: Panaewa, Hawaii
Property Sold & Amount: No, N/A
Improvements: 4 bedroom, 3 bath dwelling

Transferee Name: Maureen E. Hamilton
Relationship: Daughter
Loan Assumption: No
Applicant: No

Reason for Transfer: "Giving lease to relative."

8. Lessee Name: Vanessa E. Hulihee
Res. Lease No. 1437, Lot No. 14
Lease Date: 4/25/1940
Area: Waiakea, Hawaii
Property Sold & Amount: No, N/A
Improvements: 4 bedroom, 2 bath dwelling

Transferee Name: Chaminade K. H. H. Lani
Relationship: Daughter
Loan Assumption: No
Applicant: No

Reason for Transfer: "Giving lease to relative."

9. Lessee Name: Seth T. K. Jeremiah & Noah S. A. Jeremiah
Res. Lease No. 4249, Lot No. 400
Lease Date: 3/22/1977
Area: Keaukaha, Hawaii
Property Sold & Amount: No, N/A
Improvements: 4 bedroom, 2 bath dwelling

Transferee Name: Bryan E. Jeremiah
Relationship: Father
Loan Assumption: No
Applicant: No

Reason for Transfer: "Giving lease to relative."

10. Lessee Name: Pearlene N. Kalilimoku
Res. 5987, Lot No. 29
Lease Date: 2/13/1989
Area: Waimanalo, Oahu
Property Sold & Amount: No, N/A
Improvements: 3 bedroom, 1 bath dwelling

Transferee Name: Issac I. Woo
Relationship: Son
Loan Assumption: No
Applicant: No

Reason for Transfer: "Giving lease to relative"

11. Lessee Name: Harriet A. P. Kauakahi
Res. Lease No. 8703, Lot No. 14
Lease Date: 8/19/1996
Area: Kekaha, Kauai
Property Sold & Amount: No, N/A
Improvements: 2 bedroom, 1 bath dwelling

Transferee Name: Willis K. Kauakahi, Jr.
Relationship: Son
Loan Assumption: No
Applicant: No

Reason for Transfer: "Giving lease to relative."

12. Lessee Name: Billie P. Keawekane-Beere
Agr. Lease No. 5103, Lot No. 15-B
Lease Date: 7/2/1982
Area: Panaewa, Hawaii
Property Sold & Amount: No, N/A
Improvements: 2 bedroom, 2 bath dwelling

Transferee Name: Kiana I. K. Perreira-Keawekane
Relationship: Granddaughter
Loan Assumption: No
Applicant: No

Reason for Transfer: "Giving lease to relative."

13. Lessee Name: Raynette L. Kepa
Res. Lease No. 2258, Lot No. 28
Lease Date: 11/30/1949
Area: Waimanalo, Oahu
Property Sold & Amount: No, N/A
Improvements: 4 bedroom, 2 bath dwelling

Transferee Name: Regina K. Cummings
Relationship: Daughter
Loan Assumption: No
Applicant: Yes, Oahu IW Res., 9/30/2011

Reason for Transfer: "Giving lease to relative."

14. Lessee Name: George Palakiko, Jr.
Res. Lease No. 11843, Lot No. 18616
Lease Date: 12/13/2008
Area: Kanehili, Oahu
Property Sold & Amount: No, N/A
Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: Len K. S. Palakiko
Relationship: Son
Loan Assumption: No
Applicant: No

Reason for Transfer: "Giving lease to relative."

15. Lessee Name: Kaleo J. Waiau
Res. Lease No. 10465, Lot No. UNDV168
Lease Date: 6/18/2005
Area: Waiohuli, Maui
Property Sold & Amount: No, N/A
Improvements: None

Transferee Name: Leopold P. Waiau, II
Relationship: Son
Loan Assumption: No
Applicant: No

Reason for Transfer: "Giving lease to relative."

16. Lessee Name: Richard L. Abbey
Res. Lease No. 15429, Lot No. To be determined
Lease Date: To be determined
Area: Kauluokahai, Oahu
Property Sold & Amount: No, N/A
Improvements: None

Transferee Name: Jayne-Mae L. McShane
Relationship: Daughter
Loan Assumption: No
Applicant: No

Reason for Transfer: "Giving lease to relative."

17. Lessee Name: Ellen M. Almeida
Res. Lease No. 15010, Lot No. To be determined
Lease Date: To be determined
Area: Kauluokahai, Oahu
Property Sold & Amount: No, N/A
Improvements: None

Transferee Name: Samentha H. Cabanero
Relationship: Daughter
Loan Assumption: No
Applicant: No

Reason for Transfer: "Giving lease to relative."

18. Lessee Name: Shawlea K. Aona
Res. Lease No. 2144, Lot No. 239
Lease Date: 6/29/1949
Area: Kewalo, Oahu
Property Sold & Amount: No, N/A
Improvements: Vacant lot, house was demolished

Transferee Name: Crystina K. Aona
Relationship: Sister
Loan Assumption: No
Applicant: Yes, Kauai IW Res, 3/28/2023

Reason for Transfer: "Moving off Island."

19. Lessee Name: Allysyn A. Bezilla
Agr. Lease No. 13159, Lot No. 29
Lease Date: 2/26/2025
Area: Makuu, Hawaii
Property Sold & Amount: No, N/A
Improvements: None

Transferee Name: Shanna K. Ahuna
Relationship: Sister
Loan Assumption: No
Applicant: No

Reason for Transfer: "Giving lease to relative."

20. Lessee Name: Jet P. Bowman
Agr. Lease No. 13165, Lot No. 41
Lease Date: 2/26/2025
Area: Makuu, Hawaii
Property Sold & Amount: No, N/A
Improvements: None

Transferee Name: Ralph K. Kelekolio
Relationship: Cousin
Loan Assumption: No
Applicant: No

Reason for Transfer: "Giving lease to relative."

21. Lessee Name: Ralph K. Kelekolio
Agr. Lease No. 13134, Lot No. 14
Lease Date: 2/12/2025
Area: Honomu, Hawaii
Property Sold & Amount: No, N/A
Improvements: None

Transferee Name: Jet P. Bowman
Relationship: Cousin
Loan Assumption: No
Applicant: No

Reason for Transfer: "Giving lease to relative"

22. Lessee Name: Sam K. Keliikipi
Res. Lease No. 15206, Lot No. To be determined
Lease Date: To be determined
Area: Kauluokahai, Oahu
Property Sold & Amount: No, N/A
Improvements: None

Transferee Name: Sam K. Keliikipi & Anyssa A. K. Keliikipi
Relationship: Lessee & Daughter
Loan Assumption: No
Applicant: No

Reason for Transfer: "Adding relative to lease."

23. Lessee Name: Ramona Y. K. M. Nakagawa
Agr. Lease No. 7021, Lot No. 79
Lease Date: 10/1/1986
Area: Makuu, Hawaii
Property Sold & Amount: No, N/A
Improvements: None

Transferee Name: George H. K. Myers
Relationship: Brother
Loan Assumption: No
Applicant: No

Reason for Transfer: "Giving lease to relative."

Assignments for the Month of November `25	23
Previous FY '25 - '26 balance	208
FY '25 - '26 total to date	231
Assignments for FY '24 - '25	183

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 17, 2025

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, Administrator
Homestead Services Division

FROM: Ross K. Kapeliela, 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

Thirteen (13) amendments of lease.

1. Lessee: Lynette N. Auna
Res. Lease No.: 3738-A
Lot No., Area, Island: 166-A, Keaukaha, Hawaii
Amendment: To incorporate the currently used terms, conditions, and covenants to the lease. (Successorship)

2. Lessee: Pamela K. Barton
Res. Lease No.: 950
Lot No., Area, Island: 80, Papakolea, Oahu
Amendment: To amend the lease title, extend the lease term to aggregate term of 199 years, and to incorporate the currently used terms, conditions, and covenants. (Transfer)

3. Lessee: Laurinda L. W. Cano
Res. Lease No.: 4656
Lot No., Area, Island: 54, Kekaha, Kauai
Amendment: To incorporate the currently used terms, conditions, and covenants. (Successorship)

4. Lessee: Mercy H. Garcia-Kealoha
Res. Lease No.: 6304
Lot No., Area, Island: 50-A, Keaukaha, Hawaii
Amendment: To amend the property description due to final subdivision approval. (Amendment)

5. Lessee: Waylyn P. Hanohano
Res. Lease No.: 708
Lot No., Area, Island: 130-A-1, Nanakuli, Oahu
Amendment: To amend the lease title and to incorporate the currently used terms, conditions, and covenants. (Transfer)

6. Lessee: Louis L. Hao, Jr.
Res. Lease No.: 2312
Lot No., Area, Island: 157-B-1, Keaukaha, Hawaii
Amendment: To amend the lease to extend the lease term to an aggregate term of 199 years and to incorporate the currently used terms, conditions, and covenants to the lease. (Successorship)

7. Lessee: Louis L. Hao, Jr.
Agr. Lease No.: 4069
Lot No., Area, Island: 164, Panaewa, Hawaii
Amendment: To incorporate the currently used terms, conditions, and covenants. (Successorship)

8.	Lessee:	Vanessa E. Hulihee
	Res. Lease No.:	1437
	Lot No., Area, Island:	14, Waiakea, Hawaii
	Amendment:	To amend the lease title and the property description. (Transfer)
9.	Lessee:	Winona K. Kaawa
	Agr. Lease No.:	211
	Lot No., Area, Island:	122, Hoolehua, Molokai
	Amendment:	To amend the lease title, and the property description, and to incorporate the currently used terms, conditions, and covenants to the lease. (Successorship)
10.	Lessee:	Deanna U. Kaimikaua
	Agr. Lease No.:	198
	Lot No., Area, Island:	137-A & 137-B, Hoolehua, Molokai
	Amendment:	To amend the lease title and property description to incorporate subdivided lots. (Amendment)
11.	Lessee:	David Kealoha
	Res. Lease No.:	11111
	Lot No., Area, Island:	UNDV110, Anahola, Kauai
	Amendment:	To incorporate the currently used terms, conditions, and covenants. (Successorship)
12.	Lessee:	Adam Keliipio
	Res. Lease No.:	1592
	Lot No., Area, Island:	16, Waiakea, Hawaii
	Amendment:	To amend the lease title, extend the lease term to an aggregate term of 199 years, and to incorporate the currently used terms, conditions, and covenants. (Successorship)

13.	Lessee:	Clarence K. Waipa
	Agr. Lease No.:	1453-A
	Lot No., Area, Island:	158, Panaewa, Hawaii
	Amendment:	To amend the lease title and property description. (Successorship)

Amendments for the Month of November '25	13
Previous FY '25 - '26 balance	317
FY '25 - '26 total to date	330
Amendments for FY '24 - '25	112

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 17, 2025

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, Administrator
Homestead Services Division

FROM: Ross K. Kapeliela, 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 can not issue his/her own licenses.

DISCUSSION

Twenty (20) non-exclusive licenses.

1. Lessee: Ricol H. Akana-Phillips & Richard Akana
Res. Lease No.: 8409
Lot No., Area, Island: 118, PKE, Oahu
Permittee: Sunrun Installation Services, Inc.

2. Lessee: Shawn I. L. Chang
Res. Lease No.: 5957
Lot No., Area, Island: 32, Waiehu, Maui
Permittee: Sunrun Installation Services, Inc.

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3.	Lessee:	Wayne K. Cullen
	Res. Lease No.:	9704
	Lot No., Area, Island:	40, Lualualei, Oahu
	Permittee:	Sunrun Installation Services, Inc.
4.	Lessee:	Iver K. M. Gaspar
	Res. Lease No.:	5588
	Lot No., Area, Island:	72, Lualualei, Oahu
	Permittee:	Sunrun Installation Services, Inc.
5.	Lessee:	Tawny K. K. Hanakeawe
	Res. Lease No.:	10639
	Lot No., Area, Island:	90, Laiopua, Hawaii
	Permittee:	Sunrun Installation Services, Inc.
6.	Lessee:	Donna Rae P. Hanohano
	Res. Lease No.:	8125
	Lot No., Area, Island:	46, Waiakea, Hawaii
	Permittee:	Sunrun Installation Services, Inc.
7.	Lessee:	Sean L. Hoapili
	Res. Lease No.:	12680
	Lot No., Area, Island:	33, Anahola, Kauai
	Permittee:	Sunrun Installation Services, Inc.
8.	Lessee:	Robert K. Kaiamakini, Jr.
	Res. Lease No.:	6370
	Lot No., Area, Island:	16, Kawaihae, Hawaii
	Permittee:	Sunrun Installation Services, Inc.
9.	Lessee:	Pauahi N. Kalai
	Res. Lease No.:	12820
	Lot No., Area, Island:	128, Kawaihae, Hawaii
	Permittee:	Sunrun Installation Services, Inc.
10.	Lessee:	Virginia M. Kapaku
	Res. Lease No.:	9322
	Lot No., Area, Island:	9, Kaniohale, Hawaii
	Permittee:	Sunrun Installation Services, Inc.

11. Lessee: Tami-Sue K. Keanu
Res. Lease No.: 9686
Lot No., Area, Island: C, Waimanalo, Oahu
Permittee: Sunrun Installation Services, Inc.

12. Lessee: Cheryl Ann Lee-Kiyama
Res. Lease No.: 8328
Lot No., Area, Island: 37, PKE, Oahu
Permittee: Sunrun Installation Services, Inc.

13. Lessee: Desiree S. Loperfido
Res. Lease No.: 11871
Lot No., Area, Island: 18665, Kanehili, Oahu
Permittee: Sunrun Installation Services, Inc.

14. Lessee: Teri Anne I. Nahulu
Res. Lease No.: 9297
Lot No., Area, Island: 84, Kaniohale, Hawaii
Permittee: Sunrun Installation Services, Inc.

15 Lessee: Alexis P. Puaa-Adams
Res. Lease No.: 7783
Lot No., Area, Island: 8, Waimanalo, Oahu
Permittee: Sunrun Installation Services, Inc.

16. Lessee: Colleen S. Y. P. Purdy
Res. Lease No.: 12582
Lot No., Area, Island: 18348, Kanehili, Oahu
Permittee: Sunrun Installation Services, Inc.

17. Lessee: Paul M. Purdy
Res. Lease No.: 2778
Lot No., Area, Island: 69, Kuhio Village, Hawaii
Permittee: Sunrun Installation Services, Inc.

18. Lessee: Kehaulani M. S. Rubio
Res. Lease No.: 9355
Lot No., Area, Island: 42, Kaniohale, Hawaii
Permittee: Sunrun Installation Services, Inc.

19.	Lessee:	Cheyenne N. Shea-Pollock
	Res. Lease No.:	2154
	Lot No., Area, Island:	40, Kewalo, Oahu
	Permittee:	Sunrun Installation Services, Inc.
20.	Lessee:	Verna Mae E. Uyetake
	Res. Lease No.:	7107
	Lot No., Area, Island:	54, Kawaihae, Hawaii
	Permittee:	Sunrun Installation Services, Inc.

Non-Exclusive License for the Month of November '25	20
Previous FY '25 - '26 balance	61
FY '25 - '26 total to date	81
Non-Exclusive License for FY '24 - '25	166

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 17, 2023

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, Administrator
Homestead Services Division

FROM: David Bush, Acting Molokai District Supervisor
Homestead Services Division

SUBJECT: **Commission Designation of Successor**
Caroline P. Bicoy, Agriculture Lease No.5801,
Lot No. 172-A-2, Hoolehua, Molokai

RECOMMENDED MOTION/ACTION

1. To approve the designation of Azahlea A. Wickes (Azahlea), as successor, to Agriculture Lease No. 5801, Lot No.172-A-2, Hoolehua, Molokai for the remaining term of the Lease;

2. To approve and accept that Azahlea, is no less than the required 25% Hawaiian ancestry and therefore is a qualified successor pursuant to Section 209 of the Hawaiian Homes Commission Act of 1920, as amended;

3. To stipulate that Azahlea's rights and interest in the Lease does not vest until Azahlea has signed that: (i) Transfer Through Successorship of Lease; (ii) Lease Addendum; and such necessary and appropriate instruments; and that if Azahlea does not sign all such documents on or before **December 31, 2025** (the Deadline) that the Commission's selection of Azahlea as a successor is automatically revoked;

4. To authorize the Department to extend the Deadline up to 60 days for good cause;

5. To declare that if Azahlea's selection as a successor is revoked; then under Section 209 (a) of the Hawaiian Homes Commission Act, as amended, "the lease shall resume its status as unleased Hawaiian Home Lands the department is authorized to lease the land to a native Hawaiian as provided by the Act."

ITEM NO. D-9

DISCUSSION

Caroline P. Bicoy (Decedent) received the lease by Assignment of Lease and Consent dated August 22, 1988.

On July 6, 2009, the Decedent designated her three children, Cheryl Y. Sterner, (Cheryl) Kezia P. A. Asao (Kezia) and Matthew D. Bicoy (Matthew) as successors to her lease interest.

On August 29, 2023, Decedent passed away. The Department received her death certificate on September 25, 2023.

On October 20, 2023, the Department received a successorship claim from the decedent's three children Cheryl, Kezia and Matthew. Unfortunately, Cheryl, Kezia and Matthew are deemed to be ineligible as they are less than the required 25% Hawaiian Ancestry.

As the decedent did not name no other qualified successor, pursuant to Administrative Rule 10-3-63, the Department published legal notices in the Honolulu Star-Advertiser, the Hawaii Tribune Herald, West Hawaii Today, The Maui News, The Garden Island newspapers on June 7, 14, 21 and 28, 2025, calling for all interested, eligible and qualified heirs of the Decedent, to submit their successorship claims to the Lease.

On July 17, 2025, in response to the notices, the Department received a successorship claim from the Decedent's granddaughter, Azahlea, who has been determined to meet the required 25% Hawaiian ancestry and is therefore eligible for successorship to the Lease.

Pursuant to Section 209 of the Hawaiian Homes Commission Act of 1920, as amended (Act), where a lessee passed away and failed to specify a successor or successors as approved by the department, the Commission is authorized to terminate the Lease or to continue the Lease by designating a successor. Section 209 states in part that the department may select from only the following qualified relatives of the decedent:

1. Husband or wife; or
2. If there is no husband or wife, then the children; or

3. If there is no husband, wife, or child, then the grandchildren; or
4. If there is no husband, wife, child, or grandchild, then the brothers or sisters; or
5. If there is no husband, wife, child, grandchild, brother, or sister, then from the following relatives of the lessee who are native Hawaiian: father and mother, widows or widowers of the children, widows or widowers of the brothers and sisters, or nieces and nephews.

There is one unpermitted structure on the lot. Since the structure is unpermitted, the County of Maui real property tax assessment does not have an assessed value.

The Lease rent account reports a credit balance of $16.00. The water utility charges to the Department and County of Maui real property taxes are current.

The Department requests approval of its recommendation.

Hawaiian Homes Commission Meeting Packet
November 17 – 18, 2025
Hale Ponoʻī, Kapolei, Oahu

E ITEMS

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 17, 2025

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: R. Kalani Fronda, Acting Administrator *R. Kalani Fronda*
Land Development Division

FROM: Michelle Hitzeman, Housing Project Branch Manager
Land Development Division, Housing Project Branch

SUBJECT: ITEM E-1 Approval of Lease Award – Honokōwai Subdivision - Agricultural Project Lease - Lahaina, Maui

RECOMMENDED MOTION/ACTION

Approve the awards of Department of Hawaiian Home Lands Lot Leases to the eleven (11) applicants listed below for ninety-nine (99) years.

DISCUSSION

Honokōwai Subdivision - Agricultural Project Lease – Lahaina, Maui

NAME	APPL DATE	LEASE NO.
ELEANOR I M CASH	06/30/1986	16174
THERESA E K SNIFFEN	07/09/1986	16170
TRACEY E K SPENCER	07/09/1986	16166
CHERYL L SALAS	07/11/1986	16268
ALVIN KEOLA KU	07/15/1986	16171
DAVID K HOOPAI	07/17/1986	16156
JEFFREY K CHIN	07/23/1986	16167
PATLAMON K KAHAWAI	07/28/1986	16169
GRACE K TIHADA	07/30/1986	16172
DOREEN M MOKIAO	08/05/1986	16173
EDNA K TIMARIO	08/05/1986	16175

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 17, 2025

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: R. Kalani Fronda, Acting Administrator *R. Kalani Fronda*
Land Development Division

FROM: Michelle Hitzeman, Housing Project Branch Manager
Land Development Division, Housing Project Branch

SUBJECT: ITEM E-2 Approval of Lease Award - Pi‘ilani Mai Ke Kai Subdivision Phase II Residential Vacant Lots – Anahola, Kauai

RECOMMENDED MOTION/ACTION

Approve the awards of Department of Hawaiian Home Lands Lot Leases to the applicant listed below for ninety-nine (99) years.

DISCUSSION

Pi‘ilani Mai Ke Kai Subdivision Phase II – Residential Vacant Lots – Anahola, Kauai

NAME	APPL DATE	LOT NO	TAX MAP KEY	LEASE NO
LORI L KEOHOKALOLE	07/30/2002	20	(4) 4-8-022-109	16217

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 17, 2025

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: R. Kalani Fronda, Acting Administrator *R. Kalani Fronda*
Land Development Division

FROM: Michelle Hitzeman, Housing Project Branch Manager
Land Development Division, Housing Project Branch

SUBJECT: ITEM E-3 Approval of Lease Award – Kaumana Subdivision Residential Vacant Lots - Hilo, Hawai‘i

RECOMMENDED MOTION/ACTION

Approve the awards of Department of Hawaiian Home Lands Lot Leases to the applicant listed below for ninety-nine (99) years.

DISCUSSION

Kaumana Subdivision Residential Vacant Lots – Hilo, Hawai‘i

NAME	APPL DATE	LOT NO	TAX MAP KEY	LEASE NO
CHARLES KK GARCIA	12/14/1987	3	(3) 2-5-005-079	16213

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 17, 2025

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: R. Kalani Fronda, Acting Administrator *R. Kalani Fronda*
Land Development Division

FROM: Michelle Hitzeman, Housing Project Branch Manager
Land Development Division, Housing Project Branch

SUBJECT: ITEM E-4 Approval of Lease Award - Lānaʻi Subdivision – Residential Project Lease
Lānaʻi City, Lānaʻi

RECOMMENDED MOTION/ACTION

Approve the awards of Department of Hawaiian Home Lands Lot Leases to the thirty-seven (37) applicants listed below for ninety-nine (99) years.

DISCUSSION

Lānaʻi Subdivision Residential Project Lease – Lānaʻi City, Lānaʻi

NAME	APPL DATE	LEASE NO
GWENDOLYN L KANIHO	2001-09-11	16176
SAUL K KAHIHIKOLO JR	2002-03-21	16177
SIDNEY K GANER-ESKARAN	2019-06-12	16178
MERI LOPEZ	2005-06-24	16179
SHARDAE K.K. LOPEZ	2007-05-22	16180
DERWIN N KWON	2006-04-17	16181
RACHELLE L.K. GARBIN	2009-04-09	16182
PUAONANI F AHUNA	2010-08-26	16183
FRANK K RYDER III	2009-03-05	16184
RONALD J.K. WOOLSEY JR	2012-07-09	16185
BERNIE MAE K PRESTON	2013-02-27	16186
HARRY G CUMMINGS JR	2013-10-16	16187
DARRYL K OHELO II	2014-03-24	16188
DOREEN IGNACIO	2017-04-10	16189
YOLANDA U ALONZO	2015-01-20	16190
BOBBY-JO M.K. SULUSI	2017-04-17	16191
CHARLOTTE M.L. DEREIS	2017-10-02	16192
ERIC PALI	2017-10-27	16193
KEALOHA K.M. KAHANANUI	2019-06-28	16194

ANDREA G WARO	2018-04-30	16195
REGINALD KALEIALOHA NASH	2019-10-16	16196
MELORIE C.P. YUEN	2019-11-07	16197
LEIMOMI SANTANA	2019-11-29	16198
LAVERNE P KANNO	2020-02-10	16199
JESSE WATSON JR	2020-11-30	16200
ALYSSA K.K. PALUMBO	2020-08-14	16201
GEORGE A WOODS	2020-12-17	16202
BILLY B WOODS	2021-03-02	16203
JEWELS A ALAMEIDA	2023-11-30	16204
CHRISTOPHER K KAMELAMELA	2022-06-07	16205
ADA A PEREZ	2024-09-03	16206
OWEN M.N. KAOPUIKI	2009-08-20	16207
MARIANNE K FEITERIA	2007-04-18	16208
STACIE LEE KOANUI NEFALAR	2025-04-24	16212
HAWELU WAYNE ALONZO	2025-05-01	16210
ALVIN R ALONZO	2025-05-05	16211
GREGORY G. ALONZO	2025-05-02	16209

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 17, 2025

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: R. Kalani Fronda, Acting Administrator *R. Kalani Fronda*
Land Development Division

FROM: Michelle Hitzeman, Housing Project Branch Manager
Land Development Division, Housing Project Branch

SUBJECT: ITEM E-5 Approval of Lease Award - Puʻuhona Subdivision Residential Turnkey Waikapū, Maui

RECOMMENDED MOTION/ACTION

Approve the awards of Department of Hawaiian Home Lands Lot Leases to the two (2) 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

Puʻuhona Subdivision Residential Offering – Waikapū, Maui

NAME	APPL DATE	LOT NO	TAX MAP KEY	LEASE NO
DUKIE S.K. SPARKS	03/06/2012	82	(2) 3-5-044-082	13221
RYAN K AIKALA	07/12/2012	44	(2) 3-5-044-044	13242

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

NOVEMBER 17, 2025

TO: Chairman and Members, Hawaiian Homes Commission
FROM: Land Development Division
SUBJECT: E-6 Approval to Amend FY2026 Land Development Division Budget to Reflect Act 279 Fund Corrections

RECOMMENDED MOTION/ACTION

That the Hawaiian Homes Commission **approve the amendment to the FY2026 Land Development Division budget** to reflect the following **corrections to Act 279 funding allocations**:

1. **Deletion of $24,241,000** from **Land Acquisition on Oʻahu**.
2. **Addition of $93,869,000** for **Waiehu Mauka Acquisition and Development** (Maui).
3. **Deletion of $22,750,000** for **Palamanui Mixed-Use Subdivision** (Hawaiʻi Island).
4. **Correction of Hanapēpē Residential Lots, Phase 2 (Kauaʻi)** from **$63,219,000 to $17,801,000**.

PURPOSE

To obtain Commission approval to amend the FY2026 Land Development Division budget to accurately reflect the intended Act 279 allocations.

REASON FOR SUBMITTAL

These corrections are necessary due to **erroneous budget entries** that were **incorrectly inputted** for the four line items listed above. The proposed adjustments **do not impact any of the 28 projects under Act 279**, nor do they represent any change to project scope, schedule, or funding eligibility.

This amendment serves solely to **correct the numerical inaccuracies** previously entered into the FY2026 budget records for the Land Development Division.

DISCUSSION

During a review of the FY2026 budget allocations tied to Act 279 funds, staff identified discrepancies in four project line items. Upon verification with project files and financial records, it was confirmed that the values were inputted incorrectly during budget preparation. The revisions outlined above will ensure that the Department's Act 279 budget aligns with approved funding intentions and accurately represents the financial commitments of each project.

No additional funding from Act 279 is being requested through this submittal. These corrections are administrative in nature and are being made to maintain the integrity and accuracy of DHHL's financial reporting.

RECOMMENDATION

It is respectfully recommended that the Hawaiian Homes Commission **approve the correction to the FY2026 Land Development Division budget** as outlined, ensuring accurate reflection of Act 279 fund allocations.

Department of Hawaiian Home Lands
Development Budget (FY 2026) - **Revised on October 17, 2025**
(000's omitted)

Project / Description	New Lots	FY 25 Carryover (000's)				FY 26 New Funds (000's)				FY 26 Budget Approved (000's)				
		HHL Trust	Leg Appr	Act 279	Total	HHL Trust	Leg Appr	Act 279	Total	HHL Trust	NAHASDA	Leg Appr	Act 279	Total
PART A: Lot Development Projects (Addressing the homestead waiting list)														
OAHU														
East Kapolei II-B Na Kupa'a Loan Payoff		2,300			2,300					2,300		-	-	2,300
East Kapolei II-A TOD and Telecom				1,000	1,000					-		-	1,000	1,000
East Kapolei II Backbone Infrastructure		25			25					25		-	-	25
CM for East Kapolei IIC				446						-		-	446	446
East Kapolei IIE										-		-	-	-
East Kapolei IID										-		-	-	-
East Kapolei IIF Kauluokhai Rdway Utility Infrastructure	700			140,813						-		-	140,813	140,813
Kaupea, Phase 2 (Includes Acquisition)				21,941	21,941					-		-	21,941	21,941
Malil Development										-		-	-	-
Ewa Beach (former NOAA site)	600									-		-	-	-
Waimanalo Residential & Agricultural Lots	119	1,750			1,750					1,750		-	-	1,750
Land Acquisition, Oahu					-					-		-	-	-
Maunalua Land Acquisition + Multi-family units	80			2,500						-		-	2,500	2,500
MAUI														
Keokea-Waiohuli, Phase 2B	61									-		-	-	-
Keokea-Waiohuli, Phase 3	76	500			500					500		-	-	500
Maui Development Fees (water, sewer, etc)		250			250					250		-	-	250
Lei Ali'i Phase 1B	75	500		68,000	68,500					500		-	68,000	68,500
Leiali'i 1B - Off-site Water				15,000						-		-	15,000	15,000
Lei Ali'i Highway and Access Improvements										-		-	-	-
Honokowai Subs Ag Ph 1	50			1,470						-		-	1,470	1,470
Pulehunui Development										-		-	-	-
Pu'unani Development ($4 million = AHC)	161	4,000			4,000					4,000		-	-	4,000
Kahikinui Roadways		1,500			1,500					1,500		-	-	1,500
Pu'uhona Acquisition + Water Dev.				5,509						-		-	5,509	5,509
Pu'unani Res. Subdivision	161			17,172						-		-	17,172	17,172
Pu'unani Res. Subdivision				753						-		-	753	753
Pu'unani Res. Subdivision				348						-		-	348	348
Wailuku - Res. Subdivision	207			45,039						-		-	45,039	45,039
Waiehu Mauka Acquis. & Dev.				93,869						-		-	93,869	93,869
Kamalani Land Acquis.				10,500						-		-	10,500	10,500
Kamalani Res. Subdiv.	400			35,123						-		-	35,123	35,123
Kamalani Civil & Traffic Engineering				154						-		-	154	154
Kamalani Phase 2&3 Aerial Topography				43						-		-	43	43
Kamalani ALTA Survey				26						-		-	26	26
Kamalani 2&3 Prof Surveying & Engineering Svcs				2,191						-		-	2,191	2,191
LANAI														
Lanai Residence Lots, Offsite Infrastructure	75			2,000	2,000						99	-	2,000	2,099
MOLOKAI														
Kalamaula Ag Lots (Acceleration)	45									-		-	-	-
Hoolehua Agricultural Lots- Naiwa Ag Subd	66			6,000						-		-	6,000	6,000
Naiwa Ag Subdivision - CM services				2,147						-		-	2,147	2,147
Hoolehua-Pala'au Scattered	12			3,500	3,500					-		-	3,500	3,500
BIG ISLAND														
HCC Home Project		325			325	63				388		-	-	388
Honomu Subsistence Ag Lots, Ph 2	40			230						-		-	230	230
Kaumana Subdivision Rehabilitation	168			2,000						-		-	2,000	2,000
Ka'ū Water System Improvements, Phs 2		91			91					91		-	-	91
Ka'u Water Filling Station		200			200					200		-	-	200
Ka'u Agricultural Lots (Pu'u'eo)	25	3,000			3,000					3,000		-	-	3,000
Laiamilo Housing Phase 2A, Increment 1		1,000			1,000					1,000		-	-	1,000
Lalopua Village 2										-		-	-	-
Lalopua Village 1	580									-		-	-	-
Lalopua Water (site acquisition)										-		-	-	-
Lalopua 4				39,240	39,240					-		-	39,240	39,240
Panaewa Residential Lots				1,000	1,000					-		-	1,000	1,000
Makuu 2ac lots (pressure test, chloronation)		800			800					800		-	-	800
Honoka'a Land Acquis.				8,750						-		-	8,750	8,750
Honoka'a	296			1,258		2,000				2,000		-	1,258	3,258
Honoka'a Traffic Engineering Svcs				110						-		-	110	110

Department of Hawaiian Home Lands
Development Budget (FY 2026) - **Revised on October 17, 2025**
(000's omitted)

Project / Description	New Lots	FY 25 Carryover (000's)				FY 26 New Funds (000's)				FY 26 Budget Approved (000's)				
		HHL Trust	Leg Appr	Act 279	Total	HHL Trust	Leg Appr	Act 279	Total	HHL Trust	NAHASDA	Leg Appr	Act 279	Total
Honoka'a EIS Infrastructure Mstr pln and cost estimates				1,147						-		-	1,147	1,147
Palamanui Mix Use Subdiv.	40			-						-		-	-	-
Panaewa Residential Lots - Elama Rd	600			1,000						-		-	1,000	1,000
KAUAI														
Hanapepe Residence Lots, Phase 2	82			17,801	17,801					-		-	17,801	17,801
Hanapepe Residence Lots, Ph2 - CM, Site & Infra. Improvements				1,100						-		-	1,100	1,100
Hanapepe Res lots ph 2 SF HSG Project				270							10,500	-	270	10,770
Anahola Kuleana		781		5,000	5,781					781		-	5,000	5,781
Wailua Masterplan		1,000			1,000					1,000		-	-	1,000
Lihue Res. Subdiv. (Grove Farm Master plan)	1100			20,685		4,450				4,450		-	20,685	25,135
Grove Farm FITT/EIS 5,000										-		-	-	-
STATEWIDE PROJECTS														
Scattered Lots Program (Statewide)		879		1,500	2,379					982		-	1,500	2,482
Acquisition Due Diligence		1,000		1,000	2,000					1,000		-	1,000	2,000
VOKA Payment		60			60					60		-	-	60
Federal Funds Plexos		1,000			1,000					1,000		-	-	1,000
Dispute Resolution		1			1					1		-	-	1
Land/Project Acquisition										-		-	-	-
Project Financing		7,000			7,000					7,000		-	-	7,000
Individual Assistance				2,000	2,000	2,000				2,000		-	2,000	4,000
Contingencies				5,000	5,000					-		-	5,000	5,000
Professional Svcs - RFP Eval & Prod. Awards				1,000						-		-	1,000	1,000
						250				250		-	-	250
PART A SUBTOTAL	**5,819**	**$ 27,962**	**$ -**	**$ 585,685**	**$ 196,944**	**$ 8,768**	**$ -**	**$ -**	**$ -**	**$ 86,828**	**$ 10,599**	**$ -**	**$ 585,685**	**$ 688,062**

Department of Hawaiian Home Lands
Development Budget (FY 2026) - **Revised on October 17, 2025**
(000's omitted)

Project / Description	New Lots	FY 25 Carryover (000's)				FY 26 New Funds (000's)				FY 26 Budget Approved (000's)				
		HHL Trust	Leg Appr	Act 279	Total	HHL Trust	Leg Appr	Act 279	Total	HHL Trust	NAHASDA	Leg Appr	Act 279	Total
PART B: Repair, Maintenance, and Operating Costs (Promoting thriving, healthy communities)														
OAHU														
Papakolea Sewer Remediation, Ph 2		3,750	6,800		10,550					3,750		6,800	-	10,550
Papakolea Infrastructure Remediation		1,000			1,000					1,000		-	-	1,000
Nānākuli Sewer Improvements, Ph 2		6,000			6,000					5,515		-	-	5,515
Waianae Sewer Improvements		-			-							-	-	-
Waimanalo Flood Control Channel Improvements		-			-					-		-	-	-
Waimānalo Sewer Improvements		18,000			18,000					18,000		-	-	18,000
Princess Kahanu Sewer Improvements					-					-		-	-	-
Kapolei Sewer Repairs					-		7,400			-		1,000	-	1,000
Nanakuli Drainage & Fencing, Ph 2					-					-		-	-	-
Rehabilitation of School Seawall, Nanakuli		191	4,500		4,691					191		4,500	-	4,691
Waianae Sidewalk & Storm Basin Repairs					-					-		-	-	-
Waimanalo Bell Street Drainage Improvements					-					-		-	-	-
Waimanalo Concrete Channel Relining		5,000			5,000					5,000		-	-	5,000
Waimanalo Waioleoa Street & Dirt Drainage					-					-		-	-	-
Waimanalo Sewer Repairs (Kumuhau, Kakaina)					-					-		-	-	-
Nanakuli Laterals Concrete Spall and Fencing		-	6,500		6,500					-		6,500	-	6,500
Waianae & Nanakuli Sidewalks & Storm Basin Repairs		1,212	2,200		3,412					1,212		2,200	-	3,412
Traffic Calming Islandwide		1,200			1,200		1,200			1,200		1,200	-	2,400
MOLOKAI														
Kalamaula Drainage					-					-		2,400	-	2,400
Kapaakea-One Ali'i Drainage					-					-		4,000	-	4,000
Molokai Water System Improvements							3,000			-		3,000	-	3,000
Molokai Drainage Improvements							1,000			-		1,000	-	1,000
Natwa							1,500			-		1,500	-	1,500
BIG ISLAND														
Honokaia Non-potable Water System		-	-		-					-		-	-	-
Keaukaha Sewer Improvements Master Plan		-	-		-		5,900			-		5,900	-	5,900
Maku'u Site Remediation		200			200					200		-	-	200
K'au Water System		-			-					-		-	-	-
Lalamilo Ph 1, Kawaihae Road Channelization		100			100					100		-	-	100
Lalamilo Ph 1, Infrastructure Improvements		2,420			2,420					2,420		-	-	2,420
La'i 'Ōpua Brush Clearing & Maintenance		800			800					800		-	-	800
Pu'ukapu Non-potable Water System Improvements		-			-					-		-	-	-
KAUAI														
Anahola Dam and Reservoir Add'l Improvements		1,500			92					92		-	-	92
STATEWIDE PROJECTS														
Engineering Services for Various Locations		7,250			7,250					7,250		-	-	7,250
R/M of Improvements on HHL, Statewide		1,913			1,913	2,000				3,868		-	-	3,868
R/M of Utilities in Existing Subdivisions		1			1					485		-	-	485
Environmental Mitigation/Remediation		1			1					46		-	-	46

Department of Hawaiian Home Lands
Development Budget (FY 2026) - **Revised on October 17, 2025**
(000's omitted)

Project / Description	New Lots	FY 25 Carryover (000's)				FY 26 New Funds (000's)				FY 26 Budget Approved (000's)				
		HHL Trust	Leg Appr	Act 279	Total	HHL Trust	Leg Appr	Act 279	Total	HHL Trust	NAHASDA	Leg Appr	Act 279	Total
Homeless/Trespass Demolition & Cleanup (LMD)										-		-	-	-
Landscaping Maintenance (LMD)										-		-	-	-
Firebreak / Maintenance (LMD)										-		-	-	-
PART B SUBTOTAL		**$ 50,588**	**$ 20,000**	**$ -**	**$ 70,588**	**$ 2,000**	**$ 20,000**	**$ -**	**$ 22,000**	**$ 51,129**	**$ -**	**$ 40,000**	**$ -**	**$ 91,129**
PART A + PART B		$ 78,500	$ 40,000	$ 585,635	$ 704,135	$ 10,763	$ 20,000	$ -	$ 30,763	$ 87,957	$ 10,599	$ 40,000	$ 585,635	$ 724,191

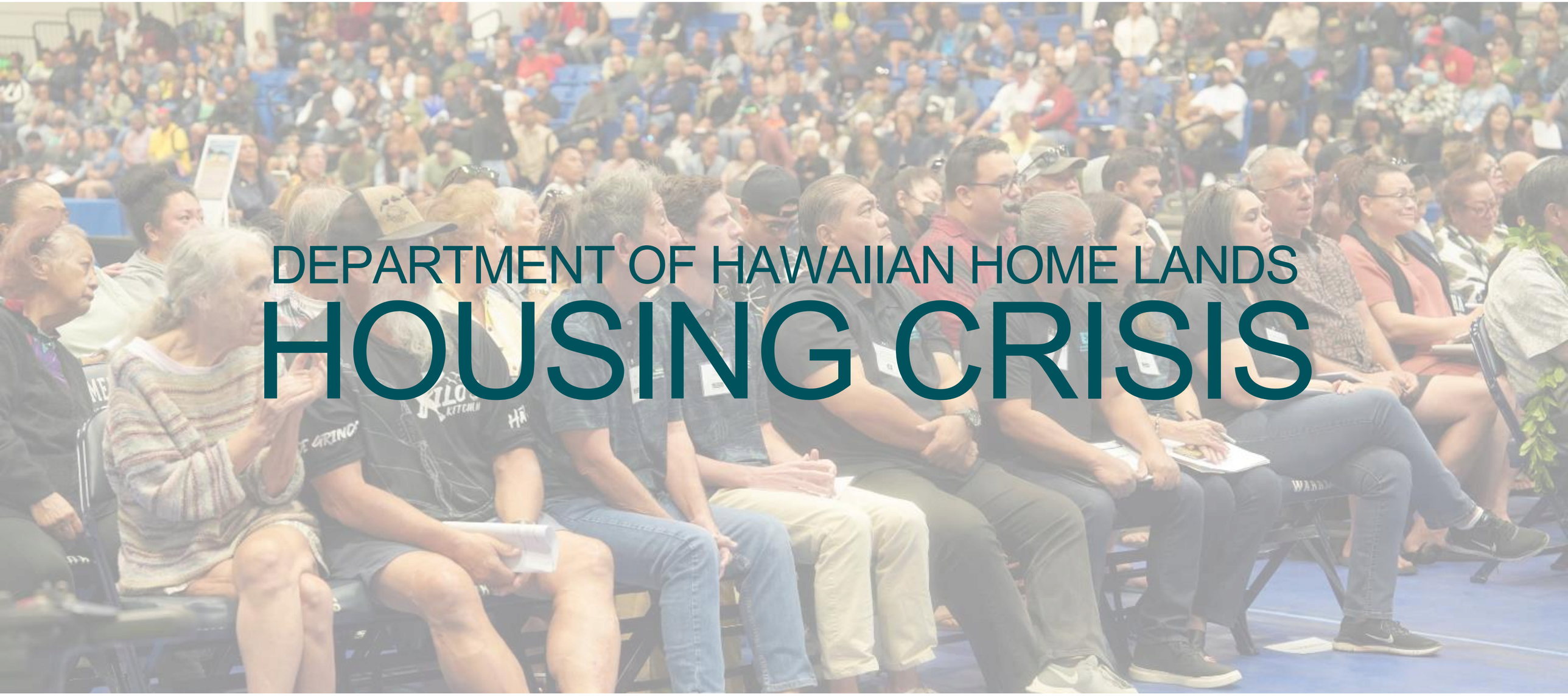
ITEM NO. H-1
ATTACHMENT B

Department of Hawaiian Home Lands

"After extensive investigation and survey on the part of various organizations organized to rehabilitate the Hawaiian race, it was found that the only method in which to rehabilitate the race was to place them back upon the soil."

Prince Kuhio Jonah Kalaniana'ole

Item E-7



DEPARTMENT OF HAWAIIAN HOME LANDS

HOUSING CRISIS

HOUSING AFFORDABILITY

INCOME REQUIREMENT

$252,000/year

MEDIAN HOME PRICE

$1,085,800

CANNOT AFFORD

80%



CURRENT CONSTRUCTION

4000 UNITS/YEAR



DEPARTMENT OF HAWAIIAN HOME LANDS

Prepared by Land Development Division

Office of the Governor's Housing Team. *(n.d.). Frequently Asked Questions. Retrieved from https://hale.hawaii.gov/frequently-asked-questions/*

Hawaii News Now, *"The gap between median home prices and household income in Hawaii? It's 'scary'," May 24, 2024, www.hawaiinewsnow.com*

NATIVE HAWAIIANS

DISPLACED

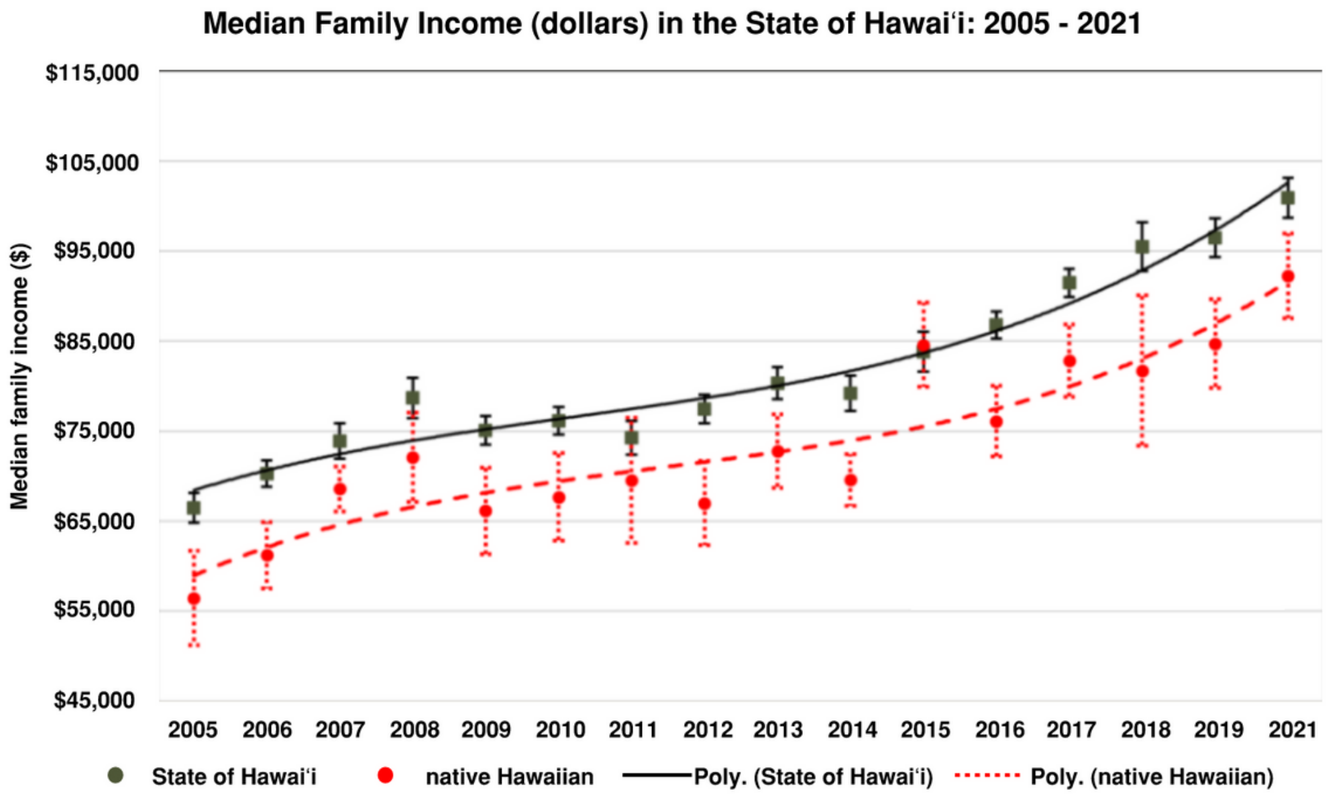
ON THE CONTINENT **53%**

HAWAIʻI POPULATION **21.8%**

HOUSEHOLD INCOME **$75,000**

(MEDIAN HOUSEHOLD INCOME: $96,300)

HOMELESS POPULATION **28%**



DHHL HOUSING CRISIS

- **Large Waitlist (29,000+ people):**
  - DHHL will be issuing over 6,000 leases in the next years
  - These leases preserve eligibility and succession rights for families, but they also represent a growing obligation for DHHL

- **Current construction:**
  - Slow timeline
  - High cost
  - Labor shortage
  - Complex building codes and approval processes
  - Difficult to meet large-scale housing demand quickly
  - Inefficient use of materials adds to environmental and financial costs

- **Result:**
  - Unaffordable Homes
  - Excessive Wait Times
  - Over 29,000 on the Waitlist
  - Kupuna Dying Before Receiving a Home



HOUSING INNOVATION EFFORTS

- **Exploring alternative construction methods:**
  - 3D-printed homes
  - Structurally Insulated Panels (SIPs)
  - Prefabricated homes
  - On-site prefabrication
  - Modular construction

- **Purpose of exploration:**
  - Address persistent challenges in housing delivery
  - Reduce construction time
  - Lower overall project costs
  - Enhance build quality
  - Maximize the use of local labor and resources

- **Ultimate goal:**
  - Accelerate home development for beneficiaries
  - Improve long-term housing outcomes across DHHL programs



3D PRINTED



ON-SITE PREFABRICATION



STRUCTURALLY INSULATED PANELS



MODULAR FOUNDATION SYSTEMS

MODULAR CONSTRUCTION

Benefits:

- Faster build times
- Lower construction costs
- Safer work environment
- Supports local jobs and industry
- Improved quality and consistency
- Environmentally sustainable with less material waste
- Fewer delays from weather, labor, or supply chain issues



COMPARISON

3 BEDROOM, 2 BATHROOM

TRADITIONAL

$550,000 - $610,000



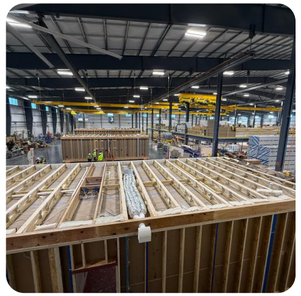
AREA: 1,110 SF

$496/SF - $550/SF

TOTAL COST: $610,000
Including site work
$550/SF

MODULAR

$336,000 (out of factory)



AREA: 1,600 SF

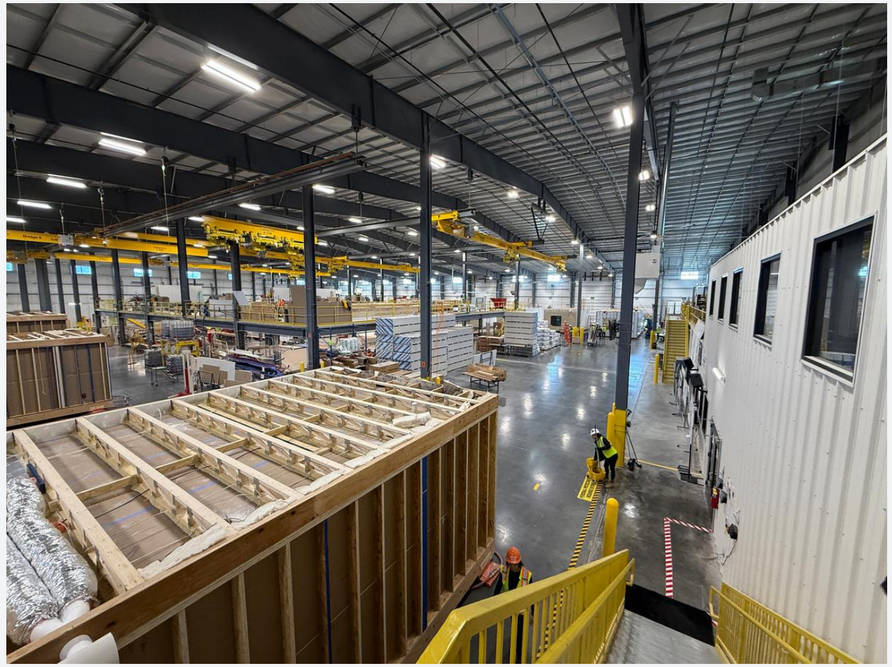
$210/SF

Above *price is **excluding** site work*

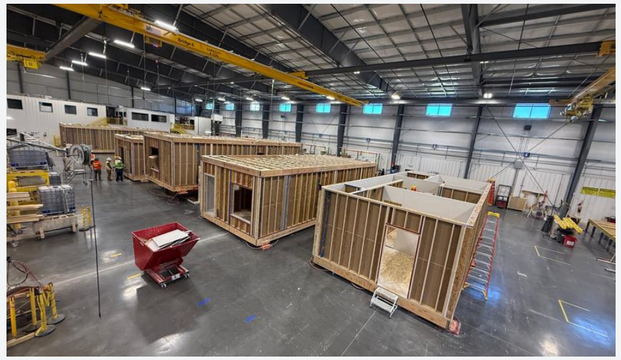
TOTAL COST: ~$436,000
Including site work
~$273/SF

FACTORY TOUR

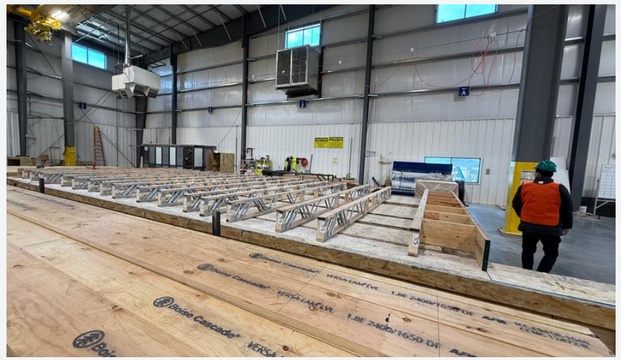
FADING WEST

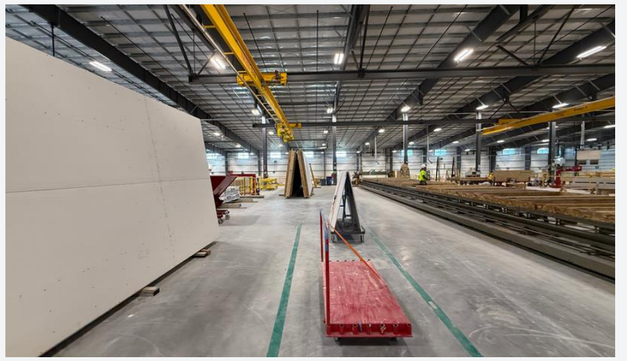


- No measuring. Pieces are pre-cut
- Software to track progress
- Air casters to move modulars
- 20 in-line assembly stations
- Produce 40 - 50 frames a month
- Current factory is 110,000 SF
- Employees: 102 direct labor, 20 factory support
- Traditional framing













EXTERIOR DESIGN







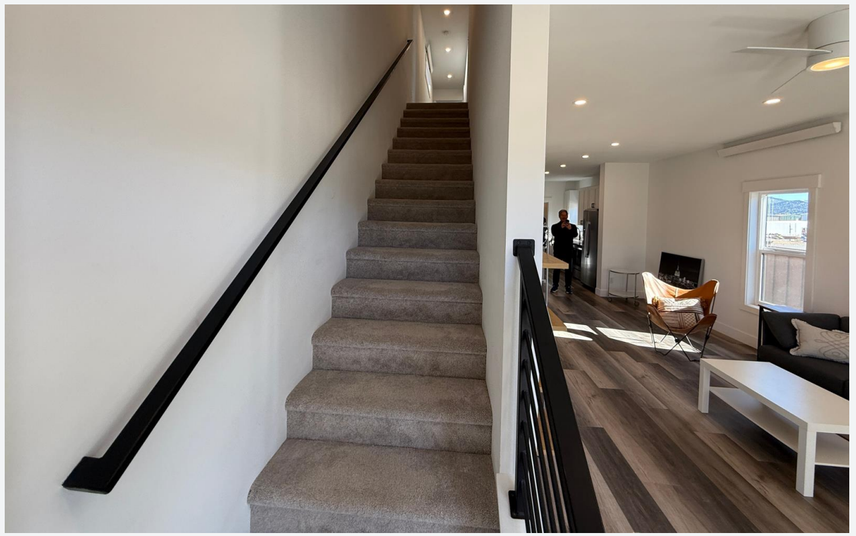






INTERIOR DESIGN











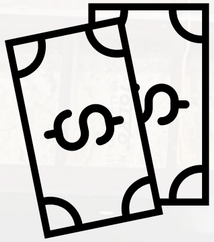


BENEFITS OF MODULAR CONSTRUCTION



EFFICIENT

Factory-built modules allow for simultaneous site preparation and home construction, significantly cutting down build times.



AFFORDABLE

Modular construction reduces material waste, labor costs, and overall building expenses, making homes more affordable for local families.



QUALITY

Homes are built in a controlled environment, ensuring consistency, durability, and compliance with building codes.



JOBS

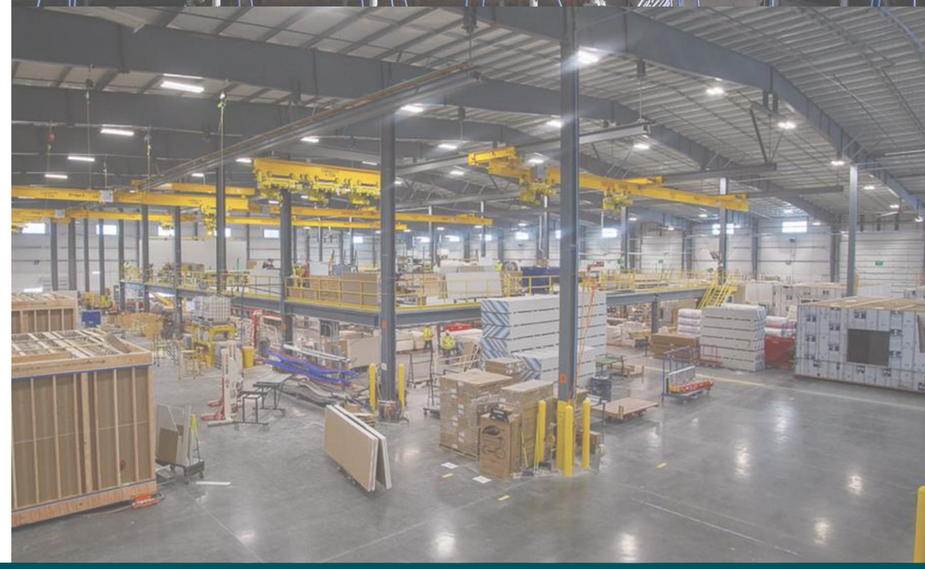
A modular home factory would create hundreds of local jobs by employing union workers, training youth and formerly incarcerated individuals, and supporting a supply chain of local contractors, manufacturers, and transportation services.

BUILD LOCAL, EMPOWER LOCAL

Establishing a local modular facility:

- Creates union jobs and skilled workforce opportunities
- Keep economic benefits in the community
- Supports local businesses
- Economic growth increases demand
- Faster projects leads to more work





FACTORY BENEFITS



- **Faster build times**
- **Lower construction costs**
- **Safer work environment**
- **Supports local jobs and industry**
- **Improved quality and consistency**
- **Environmentally sustainable with less material waste**
- **Fewer delays from weather, labor, or supply chain issues**

ON-SITE CONSTRUCTION

- **Site Preparation**
  - Site grading and prep
  - Main Utilities
  - Foundation
  - Staging
- **Structural Connection**
  - Place modular and connect
- **Roof**
  - Trusses
  - Blocking and bracing
  - Sheath and dry in roof
  - Roofing material
  - Gutters
  - Insulation
- **Electrical**
  - Exterior disconnect
  - Crossover connections
  - Testing
  - Exterior lighting
  - Strike plates
  - Attic lights
  - Inspections
- **Plumbing**
  - Venting
  - Sewer main connection
  - Water line connection
  - Solar water heater
  - Inspections
- **Mechanical**
  - Heat pumps
  - Testing mechanical systems
  - Inspections
- **Interior Finish**
  - Adjust doors
  - Finish drywall mud and tape
  - Texture
  - Prime and paint walls and ceiling
  - Flooring
  - Base and case
  - Caulk and paint trim
  - Ceiling fans or AC
  - Appliances
- **Exterior**
  - Final grade
  - Gable siding
  - Softi and Fascia
  - Frieze board for cladding
  - Caulk and paint trim
  - Decks and walkways
  - Landscaping
  - Clean up
  - Inspections
- **Non Modular**
  - Garage
  - Porches
  - Balconies
  - Awnings
  - Sheds

Hawaiian Homes Commission Meeting Packet
November 17 – 18, 2025
Hale Ponoʻī, Kapolei, Oahu

F ITEMS

-STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 17-18, 2025

To: Chairperson and Members, Hawaiian Homes Commission

From: Linda Chinn, Acting Administrator
Land Management Division

Subject: Approval to Amend General Lease No. 276 on Restructuring of the Annual Ground Lease Rent, General Lease No. 276, Kapolei Hawaii Property Company (KHPC), East Kapolei, Island of Oahu, Tax Map Key No.: (1) 9-1-016:142

RECOMMENDED MOTION/ACTION

That the Hawaiian Homes Commission grant its approval to the proposed Restructuring of the ground lease rent under General Lease No. 276 as follows:

1. Amend the existing Base Ground Lease Rent to modify rent payment provision for the **Mall Phase**, for the 15-year period commencing December 1, 2024 and ending November 20, 2039 (Lease Years 11 – 25, aka as "Reduced Rent Period") with the following:

    a. Annual base ground rent: KHPC shall pay for Lease Year 11 the total amount of $2,844,696, payable monthly. This amount includes (i) the base ground rent for the Mall Phase (initially $2,098,782), increasing by 3% annually and (ii) the repayment of the $9.1 million deferred rent with interest accrued to November 30, 2024 (being $745,914 repaid annually over the 15-year period) ("Additional Rent"). The reduced base rent shall commence retroactively to December 1, 2024.

    b. Distributable Cash Flow: At the end of each calendar year commencing with the year ended December 31, 2025, KHPC shall pay DHHL on a non-cumulative first-priority basis 20% of the Project's "Distributable Cash Flow" from operations. This "Distributable Cash Flow" shall replace the "Participation Rent" as stipulated in General Lease No. 276.

    c. Profit Payment (Upon sale or Period end): Upon sale, KHPC shall pay DHHL 20% of any profit (Gross sales price less selling costs, outstanding mortgage debts, and KHPC's equity invested). Upon Reduced Rent Period expiry prior to any sale, KHPC shall pay to DHHL an amount equal to 20% of the deemed profit

calculated based on the Project's fair market value at that time determined by a third-party appraiser.

2. Rent after the Sale or Reduced Rent Period (Lease Year 26 and beyond) shall be equal to the lesser of the amended trailing 12-month rent, including DCF participation, and the rent as provided in the lease agreement.

3. The 4% community benefit shall be paid separately based on the original rent payment provision under General Lease No. 276 for the Mall Phase portion of the ground lease rent and not based on the restructured rent as approved.

This approval is subject to the following:

1. KHPC to provide quarterly cash flow statements, and DHHL retains the right to audit KHPC's books and records to verify the accuracy and completeness of the cash flow statements.

2. KHPC to provide copy of the final annual budgets to ensure DHHL is aware of KHPC's cash flow forecast.

3. Should any expenditure, for the retail center and hotel combined, exceed the budget for that year by more than 10%, KHPC shall first seek DHHL's consent to such excess expenditure, which consent will not be unreasonably withheld or delay, and will be deemed approved if DHHL does not respond within ten (10) days; provided, however, that DHHL's prior consent is not required for any such expenditure of an emergency nature, in which case KHPC will inform DHHL in writing of such emergency expenditure, including an explanation of the nature of the emergency expenditure and the amount.

4. The Amendment to the General Lease documenting such agreement and approval shall be subject to review and approval by the Department of the Attorney General's office.

5. The discussion on the future of the Expansion Phase will be separate from this recommendation.

6. Except as amended hereto, all other terms and conditions of the General Lease No. 276 shall continue in full force and effect.

DISCUSSION

Property Background

The parcel of land is located in East Kapolei, consisting of an area of 67.270 acres, and further identified as Tax Map Key No. (1) 9-1-016:108 (See Exhibit "A"). The Department of

Hawaiian Home Lands (DHHL) received this parcel of land as part of the 16,518 acres of land settlement with the State of Hawaii under Act 14 of the 1995 State Legislature.

Prior to the transfer, the land was under the jurisdiction of Housing and Development Corporation of Hawaii (HDCH). HCDH petitioned the Land Use Commission to reclassify certain lands in Ewa, including this parcel, from Agricultural District to Urban District. The LUC granted the reclassification, subject to twenty-seven (27) conditions on the future use of the land, including but not limited to zoning, noise restriction, and drainage requirements.

On March 23, 2012, DHHL filed its Motion to Amend the 1999 Decision and Order to achieve consistency between the conditions of the 1999 Decision and the proposed regional commercial center to be developed by Hawaii DeBartolo LLC.

The Motion to Amend recognized DHHL as the fee owner of the property (not HFCC); redesignate a new docket for the property, separate and apart from the original docket; releasing the property from the conditions of the 1991 Decision and Order; and the issuance of a new findings of facts, conclusions of law, and decision and order for the property for the purpose of proceeding with the development.

On January 14, 2013, the LUC issued an Order Amending Findings of Facts, Conclusions of Laws, and Decision and Order under Docket No. A99-728(c). The D&O imposes twenty-eight (28) land use conditions related to the development of a mixed-use commercial center on the property and shall run with the land.

On February 11, 2013, a Declaration of Conditions was recorded at the Bureau of Conveyances on the final D&O issued by the LUC.

Notice of Proposed Disposition – February 2006

In February 2006, DHHL issued a Notice of Disposition for General Lease by way of a public auction for the property with pertinent information provided in an Information Packet. DHHL subsequently deemed DeBartolo Development LLC (DeBartolo) as the sole qualified bidder for the project, and entered into lease negotiation with DeBartolo in May 2006.

Signed Option Agreement with Lease – June 17, 2008

The project, envisioned by DeBartolo, consisted of retail, entertainment, and office facilities, with the ability to include for future hotel use. This regional center would have an estimated 1.4 million square feet of leasable area, including shopping center, general office, hotel and recreation use. The parcel is designated with the zoning of BMX-3. Community Business Mixed Use, with an area of 84,000 square feet designated as BMX-4, Central Business Mixed Use, to allow for the hotel component. The annual base rental was adjusted with this redesignation.

Instead of immediately entering into a general lease, certain circumstances necessitated that DHHL negotiate first an Option Agreement with DeBartolo to ensure that issues such as

addressing the LUC conditions, DeBartolo's ability to obtain title policy, and financing for the project are resolved prior to entering into a long-term general lease. The final Option Agreement was executed on June 17, 2008. DeBartolo paid an option fee of $468,845.00 for the exclusive option to lease the land, under certain terms and conditions. Option Agreement was to expire on June 30, 2011 with an option to extend to November 30, 2012 subject to LUC Amended Certificate. For the Option Waiting Period, DeBartolo had to pay $20,833.40 per month to November 30, 2012, and $41,667.00 per month to November 30, 2013.

Final Environmental Assessment report for the Ka Makana Ali'i Conceptual Master Plan, dated November 2011, was approved by the Hawaiian Homes Commission and granted the determination of Finding of No Significant Impact (FONSI).

The economic downturn and the collapsed financial market created challenges for DeBartolo to develop the entire 67 acres immediately. In early 2009, DeBartolo proposed adjustments to the negotiated terms and conditions signed in June 2008 to allow them to develop in phases. DeBartolo has acknowledged it is responsible for paying the annual based rental of $4.7 million if given the ability to phase the development and remains obligated to pay the entire amount once the lease is executed and become effective.

DeBartolo was authorized to subject the land to a condominium property regime ("CPR") and issue subleases to tenants for the condominiumized units.

The Hawaiian Homes Commission (HHC), at its regular monthly meeting of March 22, 2011, granted approval to the amendment request and the Amendment to and Restatement of Option to Lease was fully executed on January 12, 2012.

At the November 13, 2013 special meeting, the HHC approved the last and final extension of time under the Amendment to and Restatement of Option to Lease Agreement to December 1, 2014. The reason for this request was the decision by Macy's to accelerate its plan to open a store in the KMA project. This commitment required the overhaul of the project from a neighborhood center concept to a regional mall with Macy's as its preeminent anchor tenant. Also, the construction of the Parkway extension by Department of Transportation could be delayed to the point that there was no assurance of the completion of the pre-construction activities by November 30, 2013. For this approval, DeBartolo agreed to prepay to DHHL $1.8 million up front, crediting $100,000 per month for each month of the extension.

The Hawaiian Homes Commission, at its meeting on July 21, 2014, approved the assignment of the Option Agreement from Hawaii DeBartolo LLC (HD) to Kapolei Hawaii Property Company, LLC (KHPC). KHPC is a joint venture between Hawaii DeBartolo, LLC and OPTrust KMA, Inc. in the development and operation of Ka Makana Alii Center (KMA).

Executed General Lease No. 276

General Lease No. 276 was executed with the effective date of December 1, 2014. The project was to be developed in two phases, the Mall Phase (51.555 acres) and the Expansion

Phase (15.629 acres). The total development cost for the Mall Phase was estimated at $285 million (actual total development costs were approximately $320 million).

Pursuant to Article 2, under Rental, the annual base rent for General Lease No. 276 and payment schedule is as follows:

Period (1)	Annual Base Rental (2)	Mall Phase Rent Payable per annum (3)	Mall Phase Deferred Rent (4)	Expansion Phase Rent Payable (5)	Expansion Phase Deferred Rent (6)
Lease Year 1 through 3	$4,714,606	$3,617,849	None	None	None
Lease Year 4	$4,714,606	$2,617,849	$1,000,000	$1,096,757 (if Expansion Phase has not been surrendered)	None
Lease Years 5-8	$4,717,606	$2,367,849	4x $1,250.00 = $5,000,000	Dispute on the Notice of Surrender (No payment on this Phase)	None
Lease Years 9-10	$4,714,606	$2,067,849	2x$1,550,00 = $3,100,000	Dispute on the Notice of Surrender (No payment on this Phase)	None
Lease Years 11-15	$5,747,105	Mall Phase Rent plus repayment on the Deferred Rent	None	Total Annual Base Rent less Mall Phase Rent	None
Lease Years 16-20	$6,345,378	Mall Phase Rent plus repayment on the Deferred Rent	None	Total Annual Base Rent less Mall Phase Rent	None
Lease Years 21-25	$7,005,932	Mall Phase Rent plus repayment on the Deferred Rent	None	Total Annual Base Rent less Mall Phase Rent	None
Lease Years 26-65	Reopened and redetermined	The redetermined Mall Phase Rent	None	The redetermined Expansion Phase Rent	None
			$9,100,000		

The deferred rent is repaid as per Section 1a of this recommendation. The percentage rent participation will be replaced with DHHL's 20% share of the project's DCF and the 20% Profit Payment.

Community Benefits

1. A separate agreement, Homestead Community Benefits Agreement, dated November 29, 2013, executed between Hawaii DeBartolo and DHHL, set for an amount equal to 4% of

the base ground lease rent due under the Lease, separate and apart from DeBartolo's obligation under the Lease and payment to be made concurrently with each monthly lease rent payment. This resulted in a monthly contribution of $12,060.00 initially. Kapolei Community Development Corporation (KCDC), the non-profit arm of all homestead communities in the Kapolei region, has been designated to receive this money until further notice.

2. Another obligation under this Homestead Community Benefits Agreement is to have DeBartolo build a park for the Kanehili Community Association (KCA) within 2 years of the Lease. DeBartolo satisfied this term by providing $500,000.00 cash payment to KCA in late 2016.

KHPC broke ground on the Mall Phase in February 2015 with the grand opening of the mall on October 21, 2016. The total cost for the Mall Phase, with about 82 tenants, is approximately $320 million. The Mall Phase has tenants such as Macy's (retail), Cheesecake Factory (restaurant), Consolidated Olina Theatre (entertainment), Hampton Inn (hospitality), 24 Hours Fitness Center (health and wellness), and Foodland Farms (grocery) to name a few.

Request to Surrender the Expansion Phase

In April 2017, KHPC requested an amendment to General Lease No. 276 for additional time to commence construction on the Expansion Phase. State DOT construction of the extension of Kualaka'i Parkway to Roosevelt Avenue, as well as Federal Highways Administration's programmatic analyses on crossing the historic railroad were circumstances beyond DHHL's and KHPC's control,

On December 1, 2017, KHPC provided notice in writing to DHHL that it would be surrendering the Expansion Phase effective December 31, 2017. On December 29, 2017, DHHL notified KHPC that it would not accept KHPC's surrender of the Expansion Phase, because in DHHL's view, the surrender did not meet the requirements of the sections of the Lease applicable to the surrender of the Expansion Phase. As a means of resolving the dispute, DHHL and KHPC agreed to explore and negotiate the terms and conditions on the acceptance of the surrender. This issue is still in discussion.

Consent to Mortgage

KHPC obtained a $167,015,000 construction loan facility from ULLICO to develop the site. The construction facility has a term of three (3) years with an interest rate equal to LIBOR plus 350 basis points, subject to the applicability of the Default Rate. All financial information relating to the development of the property is to be kept confidential pursuant to the Confidentiality and Non-Disclosure Agreement.

The construction loan agreement has been modified and extended numerous times, the most recent of which is dated October 27, 2025. The maturity date on the construction loan has been extended to March 3, 2027. The current balance of the construction loan is $149,000,000 and bears interest at the Secured Overnight Financing Rate ("SOFR") plus a spread of 375 basis

points. There is also debt of approximately $50,000,000 on the Hampton Inn provided by First Hawaiian Bank at an average rate of SOFR plus 290 basis points.

Covid Pandemic Deferred Ground Lease Rent

In May 2020, the Chair approved a Rent Relief Request from KHPC to defer rent for a period of six-months from April 2020 – September 2020 (to a five-month deferral of payment on the base ground lease rent on the Mall Phase with repayment of these deferred rent commencing on April 1, 2021). That deferred rent has been paid in full.

Current Request and Proposal

In March 2025, KHPC requested a restructuring of the base ground lease rent to assist in the refinancing of the construction loan to a longer term, lower interest rate permanent financing, as well as to justify additional capital improvements to the retail center such as increased shadings to create a more comfortable open-air environment. The proposal presented is two parts:

1. Annual Base Ground Rent.

    a. KHPC shall pay for Lease Year 11 the total amount of $2,098,781, payable monthly. increasing by 3% annually to Year 25.
    b. In addition, KHPC shall repay the $9.1 million deferred rent with interest accrued to November 30, 2024, in the total amount of $11,188,704, payable in the amount of $745,914 annually over the 15-year period ("Additional Rent").

2. Distributable Cash Flow ("DCF") Rent (In lieu of Participation Rent).

    a. KHPC shall pay DHHL a non-cumulative first priority waterfall on any cash flow distribution. i.e., any cash available for distribution to ownership in any given year will first be paid to DHHL until it receives the forecasted 20% of net cash flow for that year before any distribution to KHPC. This DCF rent shall replace the Participation Rent as stipulated in the lease agreement. This payment shall commence at the end of each calendar year commencing with the year ended December 31, 2025,

The table below compares the current lease rent v. the proposed payment.

		a	b	a+b	c	d	c+d	
Lease Year	Repayment of $9.1M Deferred Rent	Proposed Base Lease Rent Payment	Projected Distribution Cash Flow Payment	Total	Current Contract Base Lease Rent Payment	Current Estimated Participation Rent Payment	Total	Delta
11	$745,914	$2,098,781	$0	$2,098,781	$4,425,270	$81,555	$4,506,825	$(2,408,044)
12	$745,914	$2,161,745	$ 789,041	$2,950,786	$4,425,270	$84,022	$4,509,292	$(1,558,506)
13	$745,914	$2,226,597	$1,403,411	$3,630,008	$4,425,270	$60,955	$4,486,225	$(856,217)
14	$745,914	$2,293,395	$1,682,017	$3,975,412	$4,425,270	$89,118	$4,514,388	$(538,976)
15	$745,914	$2,362,197	$2,081,317	$4,443,514	$4,425,270	$91,791	$4,517,061	$(73,547)
16	$745,914	$2,433,063	$2,331,893	$4,764,956	$4,885,941	$94,545	$4,977,732	$(212,776)
17	$745,914	$2,506,055	$2,367,376	$4,873,431	$4,885,941	$95,688	$4,981,629	$(108,198)
18	$745,914	$2,581,236	$2,103,135	$4,684,371	$4,885,941	$46,740	$4,932,681	$(248,310)
19	$745,914	$2,658,674	$2,878,153	$5,536,827	$4,885,941	$103,312	$4,989,253	$ 547,574
20	$745,914	$2,738,434	$2,884,133	$5,622,567	$4,885,941	$106,411	$4,992,352	$ 630,235
21	$745,914	$2,820,587	$2,948,329	$5,768,916	$5,394,567	$109,603	$5,504,170	$ 264,746
22	$745,914	$2,905,204	$2,853,623	$5,758,827	$5,394,567	$112,891	$5,507,458	$ 251,369
23	$745,914	$2,992,361	$3,013,090	$6,005,451	$5,394,567	$98,474	$5,493,041	$ 512,410
24	$745,914	$3,082,131	$3,487,671	$6,569,802	$5,394,567	$90,391	$5,484,958	$ 1.084,844
25	$745,914	$3,174,595	$3,799,505	$6,974,100	$5,394,567	$91,071	$5,485,638	$ 1,488,462
				$73,657,749			$74,882,703	$(1,224,954)
Add'l @ Year 25	20% Profit Share based on appraisal (hyporthetical)			$40,825,337				$40,825,337
	$11,188,710.00			$114,483,086			$74,882,703	$39,600,383

Land Management Division is recommending that the Hawaiian Homes Commission approved the restructured rent payment for the following justification:

1. The difference between the current Base Lease Rent verses the proposed Base Lease Rent is substantial. However, with the negotiated participation in the project distributable cash flow payment, plus the profit share (at time of sale or at the end of reduced rent period) is projected to result in over $35 million of additional ground rent income to the Trust.
2. The non-cumulative first priority waterfall on any cash flow distribution, i.e., any cash available for distribution to ownership in any given year will first be paid to DHHL until it receives the forecasted 20% of net cash flow for that year before any distributions to KHPC. For example, if DHHL is forecast to receive $1M in the cash flow distribution in a given year, and the actual cash flow for the property was $2 million, DHHL would receive the fully $1 million projected due to its first priority, leaving the other $1 million for KHPC (resulting in a 50/50 split instead of the proposed 80/20). If the actual cash flow distribution that year was only $750,000, DHHL would get the entire $750,000, with nothing going to KHPC. This shifts the risk of the future financial performance of KMA onto KHPC.
3. The refinance of the construction loans will lower KHPC's debt service payments, which is critical to the projected cash flow. A healthy cash flow will increase the

value of the center. It is agreed that DHHL will receive its share on any subsequent refinancing which generates cash that will be distributed to ownership.

4. KHPC also agreed to a Profit Payment (upon sale or Period End). If the project is sold during the Reduced Rent Period, DHHL will receive 20% of any "Profit" (gross sales price less selling costs, outstanding mortgage debts, and KHPC's equity invested). If the project is not sold, a Profit Payment will be calculated based on the Project's fair market value determined by a third-party appraiser at the end of the Reduced Rent Period (Lease Year 25).
5. Understanding that the Distributable Cash Flow, Participation Rent, and 20% profit share are all estimates based on projected numbers. DHHL is taking some risks with the success of the center. However, if KHPC ever defaulted on the lease rent payments, one or more of the lenders will have to step up and cure the default in order to preserve their collateral, in essence, the lenders, not DHHL, are on the front line of any risk.

RECOMMENDATION

Land Management Division is requesting approval of the recommended motion/action as stated.



November 17-18, 2025

EXHIBIT "A"

ITEM NO. F-1

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

November 17-18, 2025

To: Chairman and Members, Hawaiian Homes Commission

Through: Linda Chinn, Acting Administrator
Land Management Division

From: Peter "Kahana" Albinio, Jr., Manager, Income Property Branch
Land Management Division KA

Subject: Approval to Issuance of a General Lease to Waianae District Comprehensive Health and Hospital Board, Inc. dba Waianae Coast Comprehensive Health Center, a Hawaii non-profit corporation, Waianae, Oahu, TMK Nos. (1) 8-6-001:012(por.), and :024-:028

RECOMMENDED MOTION/ACTION

That the Hawaiian Homes Commission ("HHC) grant its approval to issue a sixty-five a (65)-year eleemosynary general lease to Waianae District Comprehensive Health and Hospital Board, Inc. dba Waianae Coast Comprehensive Health Center to use approximately 25.0 acres of Hawaiian home lands located in Waianae, island of Oahu, identified more specifically by TMK Nos. (1) 8-6-001:012(por.), and :024-:028 (see Exhibit "A"), for purposes supporting the development of health, human services, and cultural resource programs that address the health, wellness and economic development needs of Native Hawaiian and other residents on the Waianae Coast.

The final approval of this disposition shall be subject to the following terms and conditions:

(1) LESSEE: WAIANAE DISTRICT COMPREHENSIVE HEALTH AND HOSPITAL BOARD, INC. dba WAIANAE COAST COMPREHENSIVE HEALTH CENTER

(2) TERM: Sixty-five (65) year term that shall commence effectively on the date that the LEASE document is fully executed by the LESSEE and LESSOR.

(3) LAND AREA: Approximately 25.0 acres of Hawaiian Home Lands in Waianae, Oahu, more specifically identified by TMK No. (1) 8-6-001:012(por.), and :024-:028 as more specifically delineated in Exhibit "A."

(4) PERMITTED USE: LESSEE shall use the premises for purposes supporting the development of health, human services, and cultural resource programs that address the health, wellness and economic development needs of native Hawaiian and other residents on the Waianae Coast.

(5) ENVIRONMENTAL COMPLIANCE: LESSEE must complete the required HRS Chapter 343, Environment Assessment, and compliance with HRS Chapter 6E, Historic Preservation prior to any ground disturbance to the subject leased premises.

(6) BASE RENT: To be determined at later date based on the final development plan and proposed land uses.

(7) LESSEE shall inform LESSOR immediately if it loses its tax-exempt status or if any revenue generated from activities on the premises is deemed subject to taxation.

(8) LESSOR shall have the right to terminate the lease, or any portion of it, if LESSEE loses its tax-exempt status or is determined to be conducting unrelated trade or business activities on the Premises.

(9) As part of LESSOR's regular review of LESSEE activities, LESSEE shall submit an ANNUAL PROGRESS REPORT to LESSOR each year on the anniversary date of lease commencement. The ANNUAL PROGRESS REPORT shall document the LESSEE'S activities of the previous lease year and shall include but not be limited to the following:

a. Pre-construction and construction progress report that provides a description of pre-construction and construction milestones completed in the respective year of the ANNUAL PROGRESS REPORT. LESSEE shall also provide LESSOR with an anticipated schedule of completion of pre-construction and construction milestones for the following lease year.

b. Upon completion of the construction of the infrastructure and facilities necessary to implement LESSEE's programs, a narrative program report that describes LESSEE's progress on achieving its charitable purpose as articulated in its IRS 1023 Form shall be included in the ANNUAL PROGRESS REPORT. LESSEE shall work with LESSOR to identify specific reporting requirements and applicable metrics to monitor progress towards achieving the LESSEE's charitable purpose. Minimum reporting requirements shall include number of beneficiaries served and a description of how LESSEE has been serving beneficiaries.

c. A financial report that includes standard annual financial statements and the LESSEE's IRS 990 Form for the preceding fiscal year, as well as a budget for the following lease year, shall be included in the ANNUAL PROGRESS REPORT.

d. Letters from the board of the Waianae Coast Comprehensive Health Center and Hospital Board, Inc. and the boards of other current or future beneficiary membership organizations in the Waianae-Nanakuli region indicating whether the LESSEE has satisfactorily provided programs and services to its respective organization's members in the respective year of the ANNUAL PROGRESS REPORT.

(10) No revenue generated by the LESSEE on the Premises shall be used to pay dividends or make payments, beyond reasonable salary or contract payments, to any individual or organization. No remuneration shall be paid to any officer or director of "LESSEE" or by any

third party, sublessee or beneficiary membership organizations utilizing any portion of the premises.

(11) LESSEE shall at no time own less than 51% of leasehold interest in all facilities located on the Premises.

(12) LESSEE may only sublease the premises with the consent of the LESSOR, and the LESSOR shall have the right to review and approve rent to be charged to the proposed sub-lessee and revise the rent charged to the LESSEE based on the rental rate charged to the proposed sub-lessee**.**

(13) Any subletting of the premises initiated by the LESSEE shall include a condition in which the sublease will be terminated upon the termination of this lease agreement.

(14) LESSOR shall have the right to withdraw portions of the premises from this lease agreement if, after an 18-year period, such portions of the premises are not being used by the LESSEE for purposes permitted by the lease.

(15) Upon review of LESSEE'S activities, if the LESSOR determines that the LESSEE'S activities are not adequately servicing DHHL beneficiaries, LESSOR shall have the right to charge LESSEE rent in an amount equal to the fair market rental of the property. Fair market rent shall be determined by an independent appraiser selected by the LESSOR. LESSOR shall also reserve the right to place this lease on a "probationary status" if upon review of LESSEE's activities, the LESSOR determines that the LESSEE'S activities are not adequately servicing DHHL beneficiaries. If after one year on "probation", LESSEE does not demonstrate improvement in providing adequate services to DHHL beneficiaries, then LESSOR reserves the right to terminate this lease.

Standard General Lease Terms and Conditions

(16) Pursuant to HHCA § 204(a)(2), Lessor shall have the right to withdraw the premises, or any portion thereof, from the lease at any time for the purposes of the Hawaiian Homes Commission Act.

(17) LESSEE shall comply with all federal, state and county regulations or requirements regarding environmental issues and the safe handling and disposal of toxic or hazardous materials. Upon termination of this lease, LESSEE shall be responsible for environmental clean-up of any contamination or hazardous materials brought onto the site or caused by LESSEE'S activities on the site.

(18) LESSEE shall pay all property taxes that the LESSOR or LESSEE may be assessed during the term of this lease. Failure of the LESSEE to pay all property taxes in a timely manner shall trigger the termination of this lease.

(19) LESSEE shall maintain commercial property insurance, general liability insurance, worker's compensation and employers' liability insurance, and other types of insurance as may be required by LESSOR. LESSOR shall be named as an additional insured on any required

insurance policy. Types and amounts of required coverage shall be specified in the general lease document.

(20) The non-refundable processing ($200.00) and documentation ($75.00) fee of $275.00 shall be waived.

(21) LESSEE shall comply with all federal, state and county statutes, regulations, codes, and ordinances applicable to LESSEE'S use of the premises.

(22) LESSEE agrees to pay for all the costs of establishing utility services to the property and pay for all consumption of utilities on the Premises, should LESSEE'S use require such utility services.

(23) LESSEE shall obtain LESSOR'S prior approval for any alteration of the topography except surface grubbing to remove vegetation. LESSEE shall be responsible for any flooding or erosion caused by LESSEE'S use or alteration of the property.

(24) Prior to vacating the Premises, LESSEE shall remove, at LESSEE'S sole cost, all of the LESSEE'S equipment, constructed improvements, trash, goods and materials and restore the area to a condition as good as or better than that which existed prior to LESSEE'S use. LESSEE shall also notify LESSOR to do a site inspection when LESSEE has completed removal.

(25) LESSEE shall always keep the Premises neat and clean and shall not allow its trash to spread to other surrounding areas.

(26) LESSEE shall be responsible for the security of the Premises and all of LESSEE'S personal property thereon.

(27) The lease document is subject to the approval of the State of Hawaii Department of Attorney General.

(28) Other terms and conditions deemed prudent by the Hawaiian Homes Commission may be added.

DISCUSSION

Since 1972, the Waiʻanae Coast Comprehensive Health Center (WCCHC) has been serving the Leeward Coast, focusing on both physical and mental health care. In response to the COVID-19 pandemic, WCCHC expanded its services to meet basic needs. This included launching large-scale food distribution programs and creating ʻElepaio Social Services to help coordinate broader social support for the community.

On April 19, 2022, WCCHC submitted a request to the Department of Hawaiian Home Lands (DHHL) for about 25 acres of land to develop the ʻElepaio Food Campus. The goal of this project is to promote health, wellness, and economic growth for Native Hawaiians and the wider Waiʻanae Coast community.

A consultation with beneficiaries took place on November 14, 2022. Following that, a report was submitted to the Hawaiian Homes Commission (HHC) in December 2022. At that meeting, HHC approved a Right of Entry (ROE) Permit, allowing WCCHC to begin planning and environmental studies, including an Environmental Assessment under HRS Chapter 343.

Under ROE No. 728, WCCHC completed a Draft Environmental Assessment and received a Finding of No Significant Impact (DEA-AFONSI), in compliance with HRS Chapter 343. This was approved and accepted by the Hawaiian Homes Commission during its meeting on October 20–21, 2025, under Agenda Item G-1. This Agenda submission included details about the planned components of the ʻElepaio Food Campus as follows:

Food Warehouse (10,500 sq. ft.)
- Central facility for food storage and distribution
- Operated by the Hawaiʻi Food Bank
- Includes cold storage, sorting/packing areas, offices, and a produce wash station

Growing Fields (2.0 acres)
- Cultivation of fruits, vegetables, and Native Hawaiian crops
- Supports Teaching Kitchen, Farmers Market, Meals on Wheels, and food distribution
- No livestock or animals will be raised

Farm House (1,000 sq. ft.)
- Office, meeting room, restrooms, and tool storage for agricultural operations

Hawaiian Cultural Center (1.5 acres)
- Includes a traditional hale, stone walls, lawn, and native plant garden
- Future additions: hula mound and healing garden

Teaching Kitchen & Dining Room (3,500 sq. ft.)
- Hands-on cooking classes using produce from the Growing Fields
- Promotes healthy, plant-based meals and field-to-table learning

Multi-Purpose Building (6,500 sq. ft.)
- Community gathering space and emergency shelter
- Hosts wellness programs, workshops, and resource access by ʻElepaio Social Services

Administration Building (10,000 sq. ft.)
- Offices, meeting rooms, training spaces, and support for community programs; and

Site Access and Infrastructure
- Primary access via Māʻiliʻili Road
- Existing driveways will accommodate delivery and service vehicles
- A service yard and loading dock will be constructed for logistics support

AUTHORIZATION

§171-43.1 of the Hawaii Revised Statutes, as amended, titled Lease to eleemosynary organizations, authorizes the commission to lease, at nominal consideration or any rental amount the commission deems appropriate; by direct negotiation and without recourse to the public auction, public lands to an eleemosynary organization which has been certified to be tax exempt under sections 501(c)1 or 501 (c)3 of the Internal Revenue Code of 1986, as amended; and on such other terms and conditions as the commission may determine. The lands shall be used by such eleemosynary organizations for the purposes which their charter was issued and for which they were certified by the Internal Revenue Service.

RECOMMENDATION

Land Management Division respectfully requests approval of the motion as stated.

EXHIBIT " A"

(Premises)

TMK No. (1) 8-6-001:012 (por.), :024 (por.),
:025 (por.), :026 (por.), :027 (por.) and :028 (por.)



STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 17-18, 2025

To: Chairman and Members, Hawaiian Homes Commission

Through: Linda Chinn, Acting Administrator
Land Management Division

From: Peter "Kahana" Albinio, Jr., Manager, Income Property Branch
Land Management Division KA

Subject: Approval to Third Amendment to the Memorandum of Agreement between the East Hawaii Homestead Community Association and the Department of Hawaiian Home Lands relating to the Community Benefit Agreement, under General Lease No. 245, Hilo Powers Partners, LLC, Waiakea, Hawaii Island, Tax Map Key No. (3) 2-2-047:070 & 074

RECOMMENDED MOTION/ACTION

That the Hawaiian Homes Commission (HHC) grant its approval to the Third Amendment of the Memorandum of Agreement between East Hawaii Island Hawaiian Homes Community relating to the Community Benefit Agreement, conditioned under General Lease No. 245,, subject to the conditions as follows:

1) **Update to Secondary Recipient List**
Current Secondary Recipient List

	Hawaiian Homes Community Association	**Fund Allocation by %age**	**Fund Allocation by $Dollars**
1	Panaewa Hawaiian Home Lands Community Assocation	30%	$30,000
2	Keaukaha Panaewa Community Alliance on behalf of Keaukaha/Panaewa Farmers Association	29%	$29,000
3	Keaukaha Community Association, Inc.	15%	$15,000
4	Piihonua Hawaiian Homestead Community Association	8%	$8,000
5	Kaumana Hawaiian Homes Community Assn.	8%	$8,000
6	Makuu Farmers Association	5%	$5,000
7	Ka'u Hawaiian Home Lands Assn.	5%	$5,000
	Total	**100%**	**$100,000**

Proposed Revised Secondary Recipient (changes in **BOLD** *)

	Hawaiian Homes Community Association	**Fund Allocation by**	**Fund Allocation by**

		%age	$Dollars
1	Panaewa Hawaiian Home Lands Community Assocation	30%	$30,000
2	**KEAUKAHA PANAEWA FARMERS ASSOCIATION ***	29%	$29,000
3	**KEAUKAHA COMMUNITY ASSOCIATION ***	15%	$15,000
4	Piihonua Hawaiian Homestead Community Association	8%	$8,000
5	Kaumana Hawaiian Homes Community Assn.	8%	$8,000
6	Makuu Farmers Association	5%	$5,000
7	Ka'u Hawaiian Home Lands Assn.	5%	$5,000
	Total	**100%**	**$100,000**

2) **Amendment to Section III.2.b.**

Current language

Each Association shall provide verification on an annual basis, that a) it is in good standing with the Department of Commerce and Consumer Affairs, b) that it has complied with all reporting requirements with the Department of Commerce and Consumer Affairs, the IRS and all relevant regulatory agencies, and (c) that it has maintained its 501(c)(3) status, and that there are no tax liens, lawsuits or similar actions pending against it.

Proposed Amendment

Each Association shall provide verification on an annual basis, that a) it is in good standing with the Department of Commerce and Consumer Affairs, and (b) that it has maintained its 501(c)(3) or Hawaii Domestic Non-Profit status, and that there are no tax liens, lawsuits or similar actions pending against it. Every Community Association recipient as noted shall after its respective board election submit minutes, results, resolutions of new board members to DHHL to confirm. Upon confirmation, allocated funds will be distributed.

3) **All other terms and conditions** of the Memorandum of Agreement shall remain in full effect and force.

DISCUSSION

The submittal identified as Exhibit "A," presented to the Hawaiian Homes Commission during its meeting on October 20–21, 2025, under Agenda Item No. F-13, was deferred by the Commission due to the lack of sufficient responses from the respective associations named in the Memorandum of Agreement (MOA).

On Tuesday, September 30, 2025, six (6) of the seven (7) associations designated as secondary recipients in the MOA convened at DHHL's East Hawai'i District Office (EHDO) to review and deliberate on the proposed amendments. Of those present, five (5) associations expressed agreement with the proposed changes, while one (1) association did not concur.

To formally confirm each association's position, DHHL issued letters requesting written affirmation of concurrence or non-concurrence with the proposed amendment. Attached as Exhibit "B" are signed letters of concurrence from six (6) of the seven (7) secondary recipients,

demonstrating their collective support. It is noted that one (1) association formally opposed the amendment.

RECOMMENDATION

Land Management Division respectfully requests approval of the motion as stated.

EXHIBIT "A"
ITEM NO. F-3

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

October 20-21, 2025

To: Chairman and Members, Hawaiian Homes Commission

Through: Linda Chinn, Acting Administrator
Land Management Division

From: Peter "Kahana" Albinio, Jr., Manager, Income Property Branch
Land Management Division KA

Subject: Approval to Third Amendment to the Memorandum of Agreement between the East Hawaii Homestead Community Association relating to the Community Benefit Agreement, General Lease No. 245, Hilo Powers Partners, LLC, Waiakea, Hawaii Island, Tax Map Key No. (3) 2-2-047:070 & 074

RECOMMENDED MOTION/ACTION

That the Hawaiian Homes Commission (HHC) grant its approval to the Third Amendment of the Memorandum of Agreement between East Hawaii Island Hawaiian Homes Community, subject to the conditions as follows:

1) **Update to Secondary Recipient List**
Current Secondary Recipient List

	Hawaiian Homes Community Association	**Fund Allocation by %age**	**Fund Allocation by $Dollars**
1	Panaewa Hawaiian Home Lands Community Assocation	30%	$30,000
2	Keaukaha Panaewa Community Alliance on behalf of Keaukaha/Panaewa Farmers Association	29%	$29,000
3	Keaukaha Community Association, Inc.	15%	$15,000
4	Piihonua Hawaiian Homestead Community Association	8%	$8,000
5	Kaumana Hawaiian Homes Community Assn.	8%	$8,000
6	Makuu Farmers Association	5%	$5,000
7	Ka'u Hawaiian Home Lands Assn.	5%	$5,000
	Total	**100%**	**$100,000**

Proposed Revised Secondary Recipient (changes in **BOLD** *)

	Hawaiian Homes Community Association	**Fund Allocation by %age**	**Fund Allocation by $Dollars**
1	Panaewa Hawaiian Home Lands Community Assocation	30%	$30,000

2	**KEAUKAHA PANAEWA FARMERS ASSOCIATION ***	29%	$29,000
3	**KEAUKAHA COMMUNITY ASSOCIATION ***	15%	$15,000
4	Piihonua Hawaiian Homestead Community Association	8%	$8,000
5	Kaumana Hawaiian Homes Community Assn.	8%	$8,000
6	Makuu Farmers Association	5%	$5,000
7	Ka'u Hawaiian Home Lands Assn.	5%	$5,000
	Total	**100%**	**$100,000**

2) **Amendment to Section III.2.b.**

Current language

Each Association shall provide verification on an annual basis, that a) it is in good standing with the Department of Commerce and Consumer Affairs, b) that it has complied with all reporting requirements with the Department of Commerce and Consumer Affairs, the IRS and all relevant regulatory agencies, and (c) that it has maintained its 501(c)(3) status, and that there are no tax liens, lawsuits or similar actions pending against it.

Proposed Amendment

Each Association shall provide verification on an annual basis, that a) it is in good standing with the Department of Commerce and Consumer Affairs, and (b) that it has maintained its 501(c)(3) or Hawaii Domestic Non-Profit status, and that there are no tax liens, lawsuits or similar actions pending against it. Every Community Association recipient as noted shall after its respective board election submit minutes, results, resolutions of new board members to DHHL to confirm. Upon confirmation, allocated funds will be distributed.

3) **All other terms and conditions** of the Memorandum of Agreement shall remain in full effect and force.

DISCUSSION

The secondary recipients identified in the subject Memorandum of Agreement (MOA) have convened to review and deliberate on the proposed amendments. Each recipient has expressed concurrence with the proposed changes. As of the date of this written submission (October 13, 2025), attached hereto as Exhibit "A" are signed letters of concurrence from two (2) secondary recipients, evidencing their collective agreement on the matter. LMD is hopeful that it receives the remaining concurrence letters from secondary recipients when this submittal is presented to the Commission for its consideration and approval.

RECOMMENDATION

Land Management Division respectfully requests approval of the motion as stated.

EXHIBIT "A"
AGENDA ITEM NO. F-13

JOSH GREEN, M.D.
GOVERNOR
STATE OF HAWAII
Ke Kia'āina o ka Moku'āina 'o Hawai'i

SYLVIA J. LUKE
LT. GOVERNOR
STATE OF HAWAII
Ka Hope Kia'āina o ka Moku'āina 'o Hawai'i

KALI WATSON
CHAIRPERSON, HHC
Ka Luna Ho'okele

KATIE L. LAMBERT
DEPUTY TO THE CHAIR
Ka Hope Luna Ho'okele

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
Ka 'Oihana 'Āina Ho'opulapula Hawai'i
P. O. BOX 1879
HONOLULU, HAWAII 96805

October 8, 2025

Keaukaha Community Association
Ms. Kaaka Swain, President
410 Baker Avenue
Hilo, Hawaii 96720
SENT VIA ELECTRONIC MAIL TO: kcapresident1924@gmail.com
NO HARD COPY TO FOLLOW

Dear Ms. Swain:

Subject: Amendment to Memorandum of Agreement ("MOA") between East Hawaii Island Hawaiian Homes Community Associations and Department of Hawaiian Home Lands

This letter is to confirm and inform you of the proposed amendments to the subject Memorandum of Agreement (MOA), as discussed during our meeting on September 30, 2025, at the East Hawaii District Office in Hilo. The proposed changes are outlined below:

1. **Update to Secondary Recipient List**
   Current Recipient List

	Hawaiian Homes Community Association	Fund Allocation by %age	Fund Allocation by $Dollars
1	Panaewa Hawaiian Home Lands Community Association	30%	$30,000
2	Keaukaha Panaewa Community Alliance on behalf of Keaukaha/Panaewa Farmers Association	29%	$29,000
3	Keaukaha Community Association, Inc.	15%	$15,000
4	Piihonua Hawaiian Homestead Community Association	8%	$8,000
5	Kaumana Hawaiian Homes Community Assn.	8%	$8,000
6	Makuu Farmers Association	5%	$5,000
7	Ka'u Hawaiian Home Lands Assn.	5%	$5,000
	Total	**100%**	**$100,000**

Proposed Revised Secondary Recipient (changes in **BOLD** *)

	Hawaiian Homes Community Association	Fund Allocation by %age	Fund Allocation by $Dollars
1	Panaewa Hawaiian Home Lands Community Association	30%	$30,000
2	**KEAUKAHA PANAEWA FARMERS ASSOCIATION ***	29%	$29,000
3	**KEAUKAHA COMMUNITY ASSOCIATION ***	15%	$15,000
4	Piihonua Hawaiian Homestead Community Association	8%	$8,000
5	Kaumana Hawaiian Homes Community Assn.	8%	$8,000
6	Makuu Farmers Association	5%	$5,000
7	Ka'u Hawaiian Home Lands Assn.	5%	$5,000
	Total	**100%**	**$100,000**

☒ **Concur** ☐ **Do Not Concur**

2. Amendment to Section III.2.b.

Current language
Each Association shall provide verification on an annual basis, that a) it is in good standing with the Department of Commerce and Consumer Affairs, b) that it has complied with all reporting requirements with the Department of Commerce and Consumer Affairs, the IRS and all relevant regulatory agencies, and (c) that it has maintained its 501(c)(3) status, and that there are no tax liens, lawsuits or similar actions pending against it.

Proposed Amendment
Each Association shall provide verification on an annual basis, that a) it is in good standing with the Department of Commerce and Consumer Affairs, and (b) that it has maintained a 501(c)(3) OR Hawaii Domestic Non-Profit status, and that there are no tax liens, lawsuits or similar actions pending against it. Every Community Association recipient as noted have the option to submit, after its respective board election, minutes, results, resolutions of new board members to DHHL to confirm. Upon confirmation, allocated funds will be distributed.

☒ **Concur** ☐ **Do Not Concur**

If you agree with the proposed amendments, please indicate your concurrence or non-concurrence by marking the appropriate box then sign, date, and return a copy of this letter. Your signed

response will be used to prepare a recommendation for the Hawaiian Homes Commission to review and approve at its next meeting on **October 20–21, 2025**. Once approved, LMD will draft and process the formal amendment to the MOA.

Should you have any questions, please contact Cheyenne Kapua, East Hawaii Land Agent, Land Management Division at 808.730.0338 or by email at Cheyenne.l.kapua@hawaii.gov.

Aloha,

Linda Chinn, Acting Administrator
Land Management Division

AGREED AND ACCEPTED:

KEAUKAHA COMMUNITY ASSOCIATION

By _____ October 10, 2025
Kaaka Swain, President Date

JOSH GREEN, M.D.
GOVERNOR
STATE OF HAWAII
Ke Kia'āina o ka Moku'āina 'o Hawai'i

SYLVIA J. LUKE
LT. GOVERNOR
STATE OF HAWAII
Ka Hope Kia'āina o ka Moku'āina 'o Hawai'i

KALI WATSON
CHAIRPERSON, HHC
Ka Luna Ho'okele

KATIE L. LAMBERT
DEPUTY TO THE CHAIR
Ka Hope Luna Ho'okele

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
Ka 'Oihana 'Āina Ho'opulapula Hawai'i
P. O. BOX 1879
HONOLULU, HAWAII 96805

October 8, 2025

Keaukaha Panaewa Farmers Association
Ms. Maile Lu'uwai, President
P.O. Box 6844
Hilo, Hawaii 96720
SENT VIA ELECTRONIC MAIL TO: maileluuwai@gmail.com
NO HARD COPY TO FOLLOW

Dear Ms. Lu'uwai:

Subject: Amendment to Memorandum of Agreement ("MOA") between East Hawaii Island Hawaiian Homes Community Associations and Department of Hawaiian Home Lands

This letter is to confirm and inform you of the proposed amendments to the subject Memorandum of Agreement (MOA), as discussed during our meeting on September 30, 2025, at the East Hawaii District Office in Hilo. The proposed changes are outlined below:

1. **Update to Secondary Recipient List**
   Current Recipient List

	Hawaiian Homes Community Association	Fund Allocation by %age	Fund Allocation by $Dollars
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2	Keaukaha Panaewa Community Alliance on behalf of Keaukaha/Panaewa Farmers Association	29%	$29,000
3	Keaukaha Community Association, Inc.	15%	$15,000
4	Piihonua Hawaiian Homestead Community Association	8%	$8,000
5	Kaumana Hawaiian Homes Community Assn.	8%	$8,000
6	Makuu Farmers Association	5%	$5,000
7	Ka'u Hawaiian Home Lands Assn.	5%	$5,000
	Total	**100%**	**$100,000**

Proposed Revised Secondary Recipient (changes in **BOLD** *)

	Hawaiian Homes Community Association	Fund Allocation by %age	Fund Allocation by $Dollars
1	Panaewa Hawaiian Home Lands Community Association	30%	$30,000
2	**KEAUKAHA PANAEWA FARMERS ASSOCIATION ***	29%	$29,000
3	**KEAUKAHA COMMUNITY ASSOCIATION ***	15%	$15,000
4	Piihonua Hawaiian Homestead Community Association	8%	$8,000
5	Kaumana Hawaiian Homes Community Assn.	8%	$8,000
6	Makuu Farmers Association	5%	$5,000
7	Ka'u Hawaiian Home Lands Assn.	5%	$5,000
	Total	**100%**	**$100,000**

☒ **Concur** ☐ **Do Not Concur**

2. Amendment to Section III.2.b.

Current language
Each Association shall provide verification on an annual basis, that a) it is in good standing with the Department of Commerce and Consumer Affairs, b) that it has complied with all reporting requirements with the Department of Commerce and Consumer Affairs, the IRS and all relevant regulatory agencies, and (c) that it has maintained its 501(c)(3) status, and that there are no tax liens, lawsuits or similar actions pending against it.

Proposed Amendment
Each Association shall provide verification on an annual basis, that a) it is in good standing with the Department of Commerce and Consumer Affairs, and (b) that it has maintained a 501(c)(3) OR Hawaii Domestic Non-Profit status, and that there are no tax liens, lawsuits or similar actions pending against it. Every Community Association recipient as noted have the option to submit, after its respective board election, minutes, results, resolutions of new board members to DHHL to confirm. Upon confirmation, allocated funds will be distributed.

☒ **Concur** ☐ **Do Not Concur**

If you agree with the proposed amendments, please indicate your concurrence or non-concurrence by marking the appropriate box then sign, date, and return a copy of this letter. Your signed

response will be used to prepare a recommendation for the Hawaiian Homes Commission to review and approve at its next meeting on **October 20–21, 2025**. Once approved, LMD will draft and process the formal amendment to the MOA.

Should you have any questions, please contact Cheyenne Kapua, East Hawaii Land Agent, Land Management Division at 808.730.0338 or email at Cheyenne.l.kapua@hawaii.gov.

Aloha,

Linda Chinn, Acting Administrator
Land Management Division

AGREED AND ACCEPTED:

Keaukaha Panaewa Farmers Association

By _____ October 10, 2025
Maile Lu'uwai, President Date

EXHIBIT "B"
ITEM NO. F-3

JOSH GREEN, M.D.
GOVERNOR
STATE OF HAWAII
Ke Kia'āina o ka Moku'āina 'o Hawai'i

SYLVIA J. LUKE
LT. GOVERNOR
STATE OF HAWAII
Ka Hope Kia'āina o ka Moku'āina 'o Hawai'i

KALI WATSON
CHAIRPERSON, HHC
Ka Luna Ho'okele

KATIE L. LAMBERT
DEPUTY TO THE CHAIR
Ka Hope Luna Ho'okele

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
Ka 'Oihana 'Āina Ho'opulapula Hawai'i
P. O. BOX 1879
HONOLULU, HAWAII 96805

October 8, 2025

Kaumana Hawaiian Homes Community Association
Ms. Cornelia (Hokulani) Haliniak, Vice President
2043 Uhaloa Road
Hilo, Hawaii 96720
SENT VIA ELECTRONIC MAIL TO: hoku.fernandes@gmail.com
NO HARD COPY TO FOLLOW

Dear Ms. Haliniak:

Subject: Amendment to Memorandum of Agreement ("MOA") between East Hawaii Island Hawaiian Homes Community Associations and Department of Hawaiian Home Lands

This letter is to confirm and inform you of the proposed amendments to the subject Memorandum of Agreement (MOA), as discussed during our meeting on September 30, 2025, at the East Hawaii District Office in Hilo. The proposed changes are outlined below:

1. **Update to Secondary Recipient List**
   Current Recipient List

	Hawaiian Homes Community Association	Fund Allocation by %age	Fund Allocation by $Dollars
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2	Keaukaha Panaewa Community Alliance on behalf of Keaukaha/Panaewa Farmers Association	29%	$29,000
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4	Piihonua Hawaiian Homestead Community Association	8%	$8,000
5	Kaumana Hawaiian Homes Community Assn.	8%	$8,000
6	Makuu Farmers Association	5%	$5,000
7	Ka'u Hawaiian Home Lands Assn.	5%	$5,000
	Total	**100%**	**$100,000**

Proposed Revised Secondary Recipient (changes in **BOLD** *)

	Hawaiian Homes Community Association	Fund Allocation by %age	Fund Allocation by $Dollars
1	Panaewa Hawaiian Home Lands Community Association	30%	$30,000
2	**HOMESTEAD COMMUNITY DEVELOPMENT CORPORATION on behalf of KEAUKAHA PANAEWA FARMERS ASSOCIATION ***	29%	$29,000
3	**KEAUKAHA COMMUNITY ASSOCIATION ***	15%	$15,000
4	Piihonua Hawaiian Homestead Community Association	8%	$8,000
5	Kaumana Hawaiian Homes Community Assn.	8%	$8,000
6	Makuu Farmers Association	5%	$5,000
7	Ka'u Hawaiian Home Lands Assn.	5%	$5,000
	Total	**100%**	**$100,000**

☑ **Concur** ☐ **Do Not Concur**

2. Amendment to Section III.2.b.

Current language
Each Association shall provide verification on an annual basis, that a) it is in good standing with the Department of Commerce and Consumer Affairs, b) that it has complied with all reporting requirements with the Department of Commerce and Consumer Affairs, the IRS and all relevant regulatory agencies, and (c) that it has maintained its 501(c)(3) status, and that there are no tax liens, lawsuits or similar actions pending against it.

Proposed Amendment
Each Association shall provide verification on an annual basis, that a) it is in good standing with the Department of Commerce and Consumer Affairs, and (b) that it has maintained a 501(c)(3) OR Hawaii Domestic Non-Profit status, and that there are no tax liens, lawsuits or similar actions pending against it. Every Community Association recipient as noted have the option to submit, after its respective board election, minutes, results, resolutions of new board members to DHHL to confirm. Upon confirmation, allocated funds will be distributed.

☑ **Concur** ☐ **Do Not Concur**

If you agree with the proposed amendments, please indicate your concurrence or non-concurrence by marking the appropriate box then sign, date, and return a copy of this letter. Your signed

response will be used to prepare a recommendation for the Hawaiian Homes Commission to review and approve at its next meeting on **October 20–21, 2025**. Once approved, LMD will draft and process the formal amendment to the MOA.

Should you have any questions, please contact Cheyenne Kapua, East Hawaii Land Agent, Land Management Division at 808.730.0338 or email at Cheyenne.l.kapua@hawaii.gov.

Aloha,

Linda Chinn, Acting Administrator
Land Management Division

AGREED AND ACCEPTED:

Kaumana Hawaiian Homes Community Association

By _____ 10/20/2025
Cornelia Haliniak, Vice President Date

JOSH GREEN, M.D.
GOVERNOR
STATE OF HAWAII
Ke Kia'āina o ka Moku'āina 'o Hawai'i

SYLVIA J. LUKE
LT GOVERNOR
STATE OF HAWAII
Ka Hope Kia'āina o ka Moku'āina 'o Hawai'i

KALI WATSON
CHAIRPERSON, HHC
Ka Luna Ho'okele

KATIE L. LAMBERT
DEPUTY TO THE CHAIR
Ka Hope Luna Ho'okele

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
Ka 'Oihana 'Āina Ho'opulapula Hawai'i
P O BOX 1879
HONOLULU, HAWAII 96805

October 8, 2025

Pi'ihonua Hawaiian Homestead Community Association
Mr. Jordan LeeLoy
37 Waiea Place
Hilo, Hawaii 96720
SENT VIA ELECTRONIC MAIL TO: leeloy9@hawaii.edu
NO HARD COPY TO FOLLOW

Dear Mr. LeeLoy

Subject: Amendment to Memorandum of Agreement ("MOA") between East Hawaii Island Hawaiian Homes Community Associations and Department of Hawaiian Home Lands

This letter is to confirm and inform you of the proposed amendments to the subject Memorandum of Agreement (MOA), as discussed during our meeting on September 30, 2025, at the East Hawaii District Office in Hilo. The proposed changes are outlined below:

1. **Update to Secondary Recipient List**
   Current Recipient List

	Hawaiian Homes Community Association	Fund Allocation by %age	Fund Allocation by SDollars
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6	Makuu Farmers Association	5%	$5,000
7	Ka'u Hawaiian Home Lands Assn.	5%	$5,000
	Total	**100%**	**$100,000**

Proposed Revised Secondary Recipient (changes in **BOLD** *)

	Hawaiian Homes Community Association	Fund Allocation by %age	Fund Allocation by $Dollars
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5	Kaumana Hawaiian Homes Community Assn.	8%	$8,000
6	Makuu Farmers Association	5%	$5,000
7	Ka'u Hawaiian Home Lands Assn.	5%	$5,000
	Total	**100%**	**$100,000**

☑ **Concur** ☐ **Do Not Concur**

2. Amendment to Section III.2.b.

Current language
Each Association shall provide verification on an annual basis, that a) it is in good standing with the Department of Commerce and Consumer Affairs, b) that it has complied with all reporting requirements with the Department of Commerce and Consumer Affairs, the IRS and all relevant regulatory agencies, and (c) that it has maintained its 501(c)(3) status, and that there are no tax liens, lawsuits or similar actions pending against it.

Proposed Amendment
Each Association shall provide verification on an annual basis, that a) it is in good standing with the Department of Commerce and Consumer Affairs, and (b) that it has maintained a 501(c)(3) OR Hawaii Domestic Non-Profit status, and that there are no tax liens, lawsuits or similar actions pending against it. Every Community Association recipient as noted have the option to submit, after its respective board election, minutes, results, resolutions of new board members to DHHL to confirm. Upon confirmation, allocated funds will be distributed.

☑ **Concur** ☐ **Do Not Concur**

If you agree with the proposed amendments, please indicate your concurrence or non-concurrence by marking the appropriate box then sign, date, and return a copy of this letter. Your signed

response will be used to prepare a recommendation for the Hawaiian Homes Commission to review and approve at its next meeting on **October 20–21, 2025**. Once approved, LMD will draft and process the formal amendment to the MOA.

Should you have any questions, please contact Cheyenne Kapua, East Hawaii Land Agent, Land Management Division at 808.730.0338 or email at Cheyenne.l.kapua@hawaii.gov.

Aloha,

Linda Chinn, Acting Administrator
Land Management Division

AGREED AND ACCEPTED:

Pi'ihonua Hawaiian Homestead Community Association

By _____ 10/14/25
Jordan LeeLoy, President Date

JOSH GREEN, M.D.
GOVERNOR
STATE OF HAWAII
Ke Kia'āina o ka Moku'āina 'o Hawai'i

SYLVIA J. LUKE
LT. GOVERNOR
STATE OF HAWAII
Ka Hope Kia'āina o ka Moku'āina 'o Hawai'i

KALI WATSON
CHAIRPERSON, HHC
Ka Luna Ho'okele

KATIE L. LAMBERT
DEPUTY TO THE CHAIR
Ka Hope Luna Ho'okele

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
Ka 'Oihana 'Āina Ho'opulapula Hawai'i
P. O. BOX 1879
HONOLULU, HAWAII 96805

October 8, 2025

Ka'u Hawaiian Home Lands Association
Mr. Jeffrey Kekoa, President
P.O. Box 153
Naalehu, Hawaii 96772
SENT VIA ELECTRONIC MAIL TO: j_kekoa1956@hotmail.com
NO HARD COPY TO FOLLOW

Dear Mr. Kekoa:

Subject: Amendment to Memorandum of Agreement ("MOA") between East Hawaii Island Hawaiian Homes Community Associations and Department of Hawaiian Home Lands

This letter is to confirm and inform you of the proposed amendments to the subject Memorandum of Agreement (MOA), as discussed during our meeting on September 30, 2025, at the East Hawaii District Office in Hilo. The proposed changes are outlined below:

1. **Update to Secondary Recipient List**
   Current Recipient List

	Hawaiian Homes Community Association	Fund Allocation by %age	Fund Allocation by $Dollars
1	Panaewa Hawaiian Home Lands Community Association	30%	$30,000
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3	Keaukaha Community Association, Inc.	15%	$15,000
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5	Kaumana Hawaiian Homes Community Assn.	8%	$8,000
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7	Ka'u Hawaiian Home Lands Assn.	5%	$5,000
	Total	**100%**	**$100,000**

Proposed Revised Secondary Recipient (changes in **BOLD** *)

	Hawaiian Homes Community Association	Fund Allocation by %age	Fund Allocation by $Dollars
1	Panaewa Hawaiian Home Lands Community Association	30%	$30,000
2	**KEAUKAHA PANAEWA FARMERS ASSOCIATION ***	29%	$29,000
3	**KEAUKAHA COMMUNITY ASSOCIATION ***	15%	$15,000
4	Piihonua Hawaiian Homestead Community Association	8%	$8,000
5	Kaumana Hawaiian Homes Community Assn.	8%	$8,000
6	Makuu Farmers Association	5%	$5,000
7	Ka'u Hawaiian Home Lands Assn.	5%	$5,000
	Total	**100%**	**$100,000**

☒ **Concur** ☐ **Do Not Concur**

2. Amendment to Section III.2.b.

Current language
Each Association shall provide verification on an annual basis, that a) it is in good standing with the Department of Commerce and Consumer Affairs, b) that it has complied with all reporting requirements with the Department of Commerce and Consumer Affairs, the IRS and all relevant regulatory agencies, and (c) that it has maintained its 501(c)(3) status, and that there are no tax liens, lawsuits or similar actions pending against it.

Proposed Amendment
Each Association shall provide verification on an annual basis, that a) it is in good standing with the Department of Commerce and Consumer Affairs, and (b) that it has maintained a 501(c)(3) OR Hawaii Domestic Non-Profit status, and that there are no tax liens, lawsuits or similar actions pending against it. Every Community Association recipient as noted have the option to submit, after its respective board election, minutes, results, resolutions of new board members to DHHL to confirm. Upon confirmation, allocated funds will be distributed.

☒ **Concur** ☐ **Do Not Concur**

If you agree with the proposed amendments, please indicate your concurrence or non-concurrence by marking the appropriate box then sign, date, and return a copy of this letter. Your signed

response will be used to prepare a recommendation for the Hawaiian Homes Commission to review and approve at its next meeting on **October 20–21, 2025**. Once approved, LMD will draft and process the formal amendment to the MOA.

Should you have any questions, please contact Cheyenne Kapua, East Hawaii Land Agent, Land Management Division at 808.730.0338 or email at Cheyenne.l.kapua@hawaii.gov.

Aloha.

Linda Chinn, Acting Administrator
Land Management Division

AGREED AND ACCEPTED:

Ka'u Hawaiian Home Lands Association

By Jeffrey Kekoa 10-22-25
Jeffrey Kekoa, President Date

Albinio Jr, Peter K

From: Chinn, Linda
Sent: Friday, October 17, 2025 3:47 PM
To: Albinio Jr, Peter K; Kapua, Cheyenne L
Subject: Fw: [EXTERNAL] PHHLCA not concur with agenda item F-13 before the HHC October meeting held in Maui

FYI

Get Outlook for iOS

From: Antoinette Almeida <kumukauilani@gmail.com>
Sent: Friday, October 17, 2025 3:09:04 PM
To: Chinn, Linda <linda.l.chinn@hawaii.gov>; Burrows-Nuuanu, Leatrice W <leatrice.w.burrows-nuuanu@hawaii.gov>; Michael Kaleikini <mkaleikini@ormat.com>
Subject: [EXTERNAL] PHHLCA not concur with agenda item F-13 before the HHC October meeting held in Maui

Aloha LInda and Honorable HHC Chair and Members

Sorry for not responding until today. I had eye surgery and have some difficulties seeing. The other day I got through the email you sent and I will give you PHHLCA 's opposition on LMD agenda item F-13.

PHHLCA does not concur with your submittal F-13 before the HHC at the October 2025 meeting in Maui. Please read the following.

PHHLCA believes that after the September 30 meeting here in Hilo with LMD, many more issues, problems, misunderstandings, misguided discussion regarding the conditions of the MOA 2013 discussed were not clear and did not get resolved by a legitimate vote taken by LMD to justify its appearance on this months HHC agenda as LMD F-13. The "Secondary Recipient Conditions Part III. Is confusing, therefore the MOA 2013 is flawed.

PHHLCA is requesting a copy for our records the original signed by 7 Secondary Recipients MOA 2013 **BEFORE** any amendments were proposed to it?

JOSH GREEN, M.D.
GOVERNOR
STATE OF HAWAII
Ke Kia'āina o ka Moku'āina 'o Hawai'i

SYLVIA J. LUKE
LT. GOVERNOR
STATE OF HAWAII
Ka Hope Kia'āina o ka Moku'āina 'o Hawai'i

KALI WATSON
CHAIRPERSON, HHC
Ka Luna Ho'okele

KATIE L. LAMBERT
DEPUTY TO THE CHAIR
Ka Hope Luna Ho'okele

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
Ka 'Oihana 'Āina Ho'opulapula Hawai'i
P. O. BOX 1879
HONOLULU, HAWAII 96805

October 8, 2025

Maku'u Farmers Association
Ms. Shirley Pedro, President
15-2131 Keaau/Pahoa Highway
Pahoa, Hawaii 96778
SENT VIA ELECTRONIC MAIL TO: makuufarmersassociation@gmail.com
NO HARD COPY TO FOLLOW

Dear Ms. Pedro:

Subject: Amendment to Memorandum of Agreement ("MOA") between East Hawaii Island Hawaiian Homes Community Associations and Department of Hawaiian Home Lands

This letter is to confirm and inform you of the proposed amendments to the subject Memorandum of Agreement (MOA), as discussed during our meeting on September 30, 2025, at the East Hawaii District Office in Hilo. The proposed changes are outlined below:

1. Update to Secondary Recipient List
Current Recipient List

	Hawaiian Homes Community Association	Fund Allocation by %age	Fund Allocation by $Dollars
1	Panaewa Hawaiian Home Lands Community Association	30%	$30,000
2	Keaukaha Panaewa Community Alliance on behalf of Keaukaha/Panaewa Farmers Association	29%	$29,000
3	Keaukaha Community Association, Inc.	15%	$15,000
4	Piihonua Hawaiian Homestead Community Association	8%	$8,000
5	Kaumana Hawaiian Homes Community Assn.	8%	$8,000
6	Makuu Farmers Association	5%	$5,000
7	Ka'u Hawaiian Home Lands Assn.	5%	$5,000
	Total	**100%**	**$100,000**

Proposed Revised Secondary Recipient (changes in **BOLD** *)

	Hawaiian Homes Community Association	Fund Allocation by %age	Fund Allocation by $Dollars
1	Panaewa Hawaiian Home Lands Community Association	30%	$30,000
2	**KEAUKAHA PANAEWA FARMERS ASSOCIATION ***	29%	$29,000
3	**KEAUKAHA COMMUNITY ASSOCIATION ***	15%	$15,000
4	Piihonua Hawaiian Homestead Community Association	8%	$8,000
5	Kaumana Hawaiian Homes Community Assn.	8%	$8,000
6	Makuu Farmers Association	5%	$5,000
7	Ka'u Hawaiian Home Lands Assn.	5%	$5,000
	Total	**100%**	**$100,000**

☑ **Concur** ☐ **Do Not Concur**

2. Amendment to Section III.2.b.

Current language
Each Association shall provide verification on an annual basis, that a) it is in good standing with the Department of Commerce and Consumer Affairs, b) that it has complied with all reporting requirements with the Department of Commerce and Consumer Affairs, the IRS and all relevant regulatory agencies, and (c) that it has maintained its 501(c)(3) status, and that there are no tax liens, lawsuits or similar actions pending against it.

Proposed Amendment
Each Association shall provide verification on an annual basis, that a) it is in good standing with the Department of Commerce and Consumer Affairs, and (b) that it has maintained a 501(c)(3) OR Hawaii Domestic Non-Profit status, and that there are no tax liens, lawsuits or similar actions pending against it. Every Community Association recipient as noted have the option to submit, after its respective board election, minutes, results, resolutions of new board members to DHHL to confirm. Upon confirmation, allocated funds will be distributed.

☑ **Concur** ☐ **Do Not Concur**

If you agree with the proposed amendments, please indicate your concurrence or non-concurrence by marking the appropriate box then sign, date, and return a copy of this letter. Your signed

response will be used to prepare a recommendation for the Hawaiian Homes Commission to review and approve at its next meeting on **October 20–21, 2025**. Once approved, LMD will draft and process the formal amendment to the MOA.

Should you have any questions, please contact Cheyenne Kapua, East Hawaii Land Agent, Land Management Division at 808.730.0338 or email at Cheyenne.l.kapua@hawaii.gov.

Aloha,

Linda Chinn, Acting Administrator
Land Management Division

AGREED AND ACCEPTED:

Maku'u Farmers Association

By _____ 10/28/2025
Shirley Pedro, President Date

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
November 17 & 18, 2025

To: Chairperson and Members, Hawaiian Homes Commission

Through: Linda Chinn, Acting Administrator
Land Management Division

From: Cheyenne Kapua, Land Agent
Land Management Division CK

Subject: Approval to Issue a New Revocable Permit to Native Hawaiian General Services, Kama'oa-Pu'u'eo, Ka'u, Island of Hawaii, TMK: (3)9-3-001:002(p)

APPLICANT: Native Hawaiian General Services (NHGS)

RECOMMENDED MOTION/ACTION: That the Hawaiian Homes Commission ("HHC") authorize the issuance of a Revocable Permit (RP) to Native Hawaiian General Services, to use approximately 5,000 acres of Hawaiian home lands in Kamaoa-Pu'u'eo area of the Hawaii Island, identified by TMK No. (3)9-3-001:002 (por.) (See Exhibit "A"), for the purpose of pasturing cattle, subject to the following conditions:

1. The term shall be month-to-month for a period not to exceed one (1) year, effective December 1, 2025, and shall be subject to renewal by the Hawaiian Homes Commission (HHC).

2. The permit fee shall remain Six Thousand Three Hundred Dollars ($6,300.00) per year, payable in monthly installments of Five Hundred Twenty-Five Dollars ($525.00). The Permittor reserves the right to adjust the permit fee upon renewal or with thirty (30) days' prior written notice.

3. Permittee shall pay non-refundable processing and documentation fees totaling $175.00

4. No additional security deposit shall be required, as the permit fee remains unchanged and the security deposit already held on file is adequate. Permittee shall not earn any interest on the security deposit. If upon vacating the Premises and if permittee is in full compliance with the terms and conditions of the permit to be issues the security deposit shall be refund, less any amount deducted for no-compliance issue, if any.

5. This RP shall conform to Federal, State, and County (government agencies) standards. Permittee shall obtain applicable permits and approvals from government agencies prior to the commencement of any work on the property that requires such permits and approvals. Any construction or alteration of the permit area shall require DHHL approval.

6. DHHL reserves the right to have permittee to do an Environmental Assessment (EA) if staff feel an EA is warranted.

7. The RP document shall be subject to other standard terms and conditions of similar RP's issued by DHHL.

DISCUSSION:

At the September 16–17, 2024 Hawaiian Homes Commission meeting, Native Hawaiian General Services (NHGS) appeared as a Right-of-Entry permittee seeking approval to convert to a Revocable Permit (RP). At that time, the request was denied due to unresolved issues between Mr. John P. Kalua'u and certain beneficiaries associated with Right-of-Entry No. 610.

However, on October 16, 2025, the Land Management Division received a packet from Mr. Kalua'u demonstrating that he and the beneficiaries under the sublease agreement for Right-of-Entry No. 610 had resolved their issues and are hoping to move forward. Also, the documentation provided confirms that NHGS is now in compliance with the applicable requirements (See Exhibit "B").

The NHGS is responsible for maintaining and managing approximately 5,000 acres within the Kama'oa, Pu'u'eo, and South Point pastoral lease lands to reduce wildfire risks and deter illegal activities through on-site presence. By authorizing NHGS to serve as the caretaker of these lands, the Hawaiian Homes Commission created an opportunity for Native Hawaiian families from Ka'ū who remain on the waitlist to access land through sublease agreements. As of this year, there are 12 lots subleased to 12 Native Hawaiians from the Ka'ū district.

Revocable Permits help in having a presence on DHHL lands thereby reducing costs for land management activity functions (i.e. signage, landscaping, fencing, removing trash and derelict vehicles, and prevents trespassing on unencumbered lands) that DHLL would bear if the lands were to sit vacant. Permittees are required to assume responsibility for the land, post insurance, indemnify the department, and manage and maintain the land.

In 2013, during the interim process approved by the HHC, all RPs that complied with the terms and conditions of their permits were converted to Right-of-Entry (ROE) permits until the new RP Program was approved and adopted. ROE permits are intended for short-term dispositions.

In 2024, all ROE's in compliance with the terms and conditions of the permits were reverted to Revocable Permits under the new approved and adopted RP Program. With this approval of the new RP Program, LMD recommended that all Right-of-Entry permits carried over from the old program or permits issues or renewed under the Interim Process should be converted to Revocable Permits, which is the proper documentation for the short-term disposition authorized under Section 171-55, HRS, as amended.

Staff have conducted a site visit and confirms full compliance and recommends the issuance of a Revocable Permit to Native Hawaiian General Services (See Exhibit "C").

LOCATION:
Kama'oa-Pu'u'eo, Ka'u, Island of Hawaii, identified as TMK No. (3)9-3-001:002(p)

AREA:
5,000 Acres

LAND USE DESIGNATION:
Pastoral Use

CHAPTER 343- ENVIRONMENTAL ASSESSMENT:

Triggers:
Use of State Lands

Exemption Class No. & Description
Part I: De minimis Activities

Exemption Type 1: "Operations, repairs or maintenance of existing structures, facilities, equipment… no expansion or change of use beyond that previously existed."

CONSISTENCY WITH DHHL PLANS, POLICIES AND PROGRAMS

The recommended disposition is consistent with the following plans, policies, and programs:

1. DHHL's General Plan (2022):

   Land Use Planning Goals, Policies, and Metrics

   - Goal LU-1: Utilize Hawaiian Home Lands for uses most appropriate to meet the needs and desires of the beneficiary population.

   Natural and Cultural Resources Goals, Policies, and Metrics

   - Goal RM-1: Be responsible, long-term stewards of the Trust's lands and the natural, historic, and community resources located on these lands.

AUTHORITY

§ 171-55, Hawaii Revised Statues, as amended

RECOMMENDATIONS

Land Management Division respectfully requests approval of the motion as stated.

EXHIBIT "A"
ITEM No. F-4

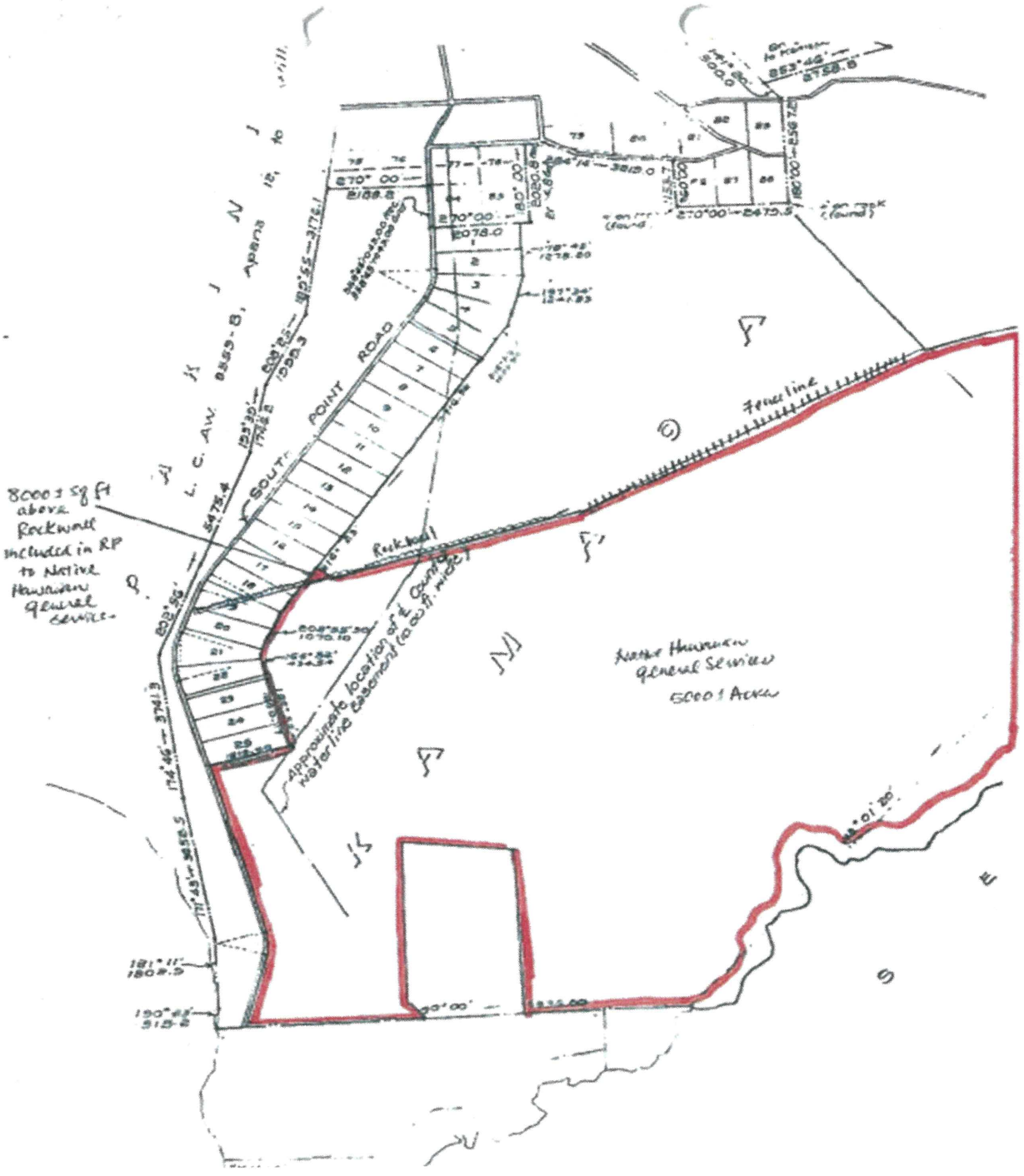


EXHIBIT "B"
ITEM No. F-4

2025 OCT 16 AM 10:05

Aloha Kahana,

Attached you will find the following documents that you have requested.

Updated DCCA Certificate NHGS compliance

Members (name, address, email address and cell phone numbers), participating, with NHGS program

Map delineating the proposed area for the NHGS program and areas where participants would use for their participation

Updated Certificate of Liability Insurance

Fully executed agreement between NHGS members for its participation, which should include responsibilities

The original DCCA filing, submitted in 2004, remains valid and current with all necessary updates. As the original document should already be retained on record with your office. I have provided a copy retrieved from the online system for your convenience. For any future reference, updates may be verified through the Hawaii Business Express website.

Enclosed with the contract is a supplemental document executed by the parties, evidencing their agreement to the contract terms. The duties of the NHGS offices are explained in the contract. The officers have recently been voted in and are in the process of being updated. Therefore, the documents should satisfy your request.

Mahalo

JPK

DCCA State of Hawaii

Downloaded on September 30, 2025.
The information provided below is not a certification of good standing and does not constitute any other certification by the State.
Website URL: http://hbe.ehawaii.gov/documents

Business Information

MASTER NAME	NATIVE HAWAIIAN GENERAL SERVICES
BUSINESS TYPE	Domestic Nonprofit Corporation
FILE NUMBER	206939 D2
STATUS	Active
PURPOSE	LEASE PASTORAL LAND
ORGANIZED IN	Hawaii UNITED STATES
INCORPORATION DATE	Jan 26, 2004
PRINCIPAL ADDRESS	72-3970 HAWAII BELT RD KAILUA-KONA, Hawaii 96740 UNITED STATES
MAILING ADDRESS	72-3970 HAWAII BELT RD KAILUA-KONA, Hawaii 96740 UNITED STATES
TERM	PER
AGENT NAME	JOHN P. KALUA'U
AGENT ADDRESS	72-3970 HAWAII BELT RD KAILUA-KONA, Hawaii 96740 UNITED STATES

Annual Filings

FILING YEAR	DATE RECEIVED	STATUS
2025	Feb 10, 2025	Processed
2024	Jan 9, 2024	Processed
2023	Jan 4, 2023	Processed
2022	Jan 5, 2022	Processed
2021	Feb 1, 2021	Processed
2020	Jan 19, 2020	Processed
2019	Jan 2, 2019	Processed
2018	Jan 2, 2018	Processed
2017	Mar 2, 2017	Processed
2016	Mar 16, 2016	Processed
2015	Feb 4, 2015	Processed
2014	Jan 24, 2014	Processed
2013	Nov 17, 2014	Processed
2012	Apr 10, 2012	Processed
2011	May 17, 2011	Processed
2010	Nov 10, 2010	Processed
2009	Dec 28, 2009	Processed
2008	Jan 28, 2008	Processed

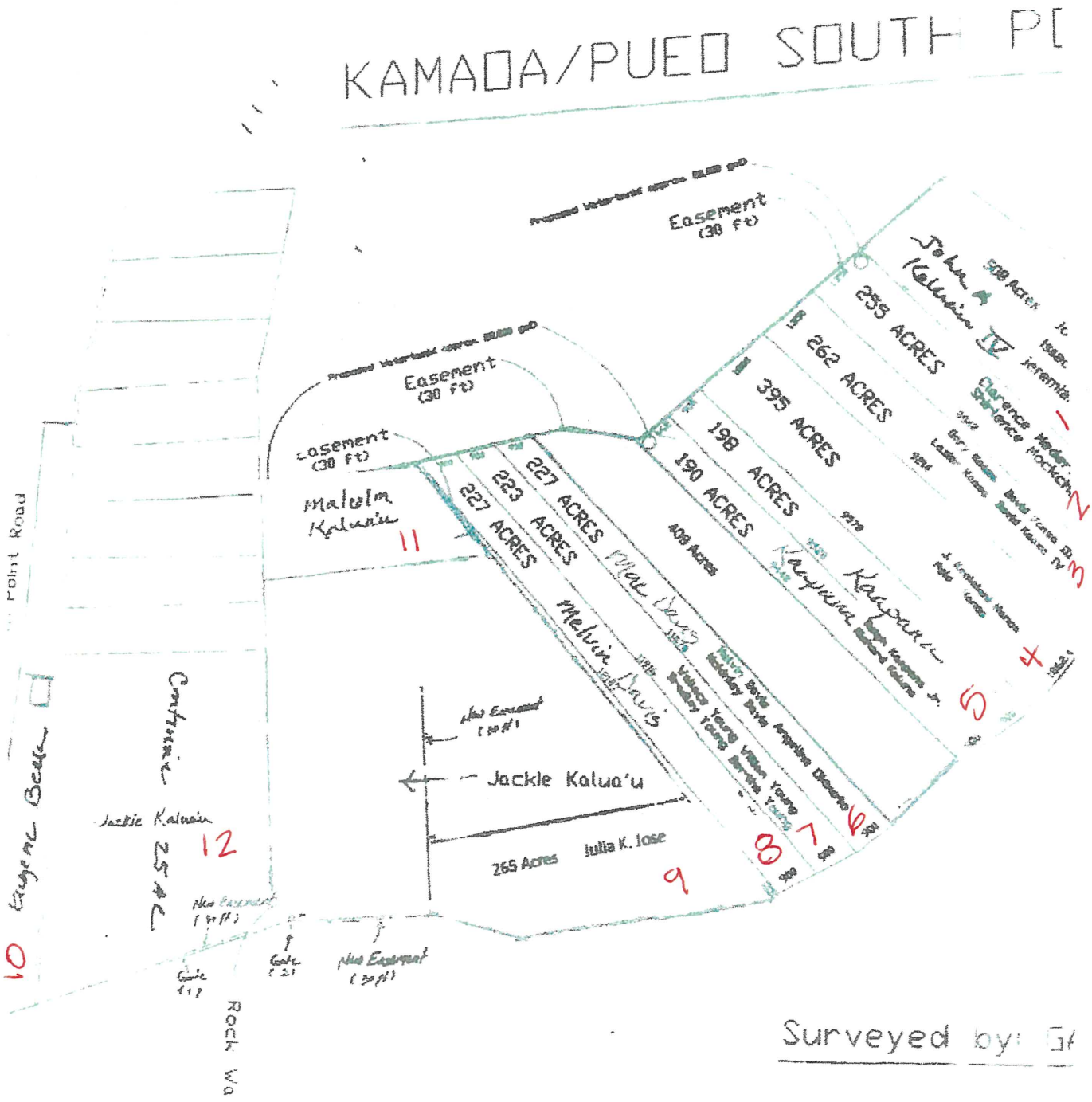
Officers

NAME	OFFICE	DATE
KALUA`U,JOHN P	P	Jan 1, 2015
KALUA`U,CHARLEEN K	S	Jan 1, 2015
APOLO,LUANA P K	V/T	Feb 10, 2024
JOSE,JULIA	D	Jan 1, 2025
DAVIS,MELVIN	D	Jan 1, 2015
GASPAR,EARL	D	Jan 1, 2024

NHGS PARTICIPANT:

Lot (1)	John A. KALUA'U	P.O. Box 7003 Ocean View, Hi. 96737 Napualani1978@gmail.com 808 657-9007
Lot (2)	Shirlence MOCKCHEW	P.O. Box 173 Honaunau, Hi. 96726 Bm5m@yahoo.com 808 640-2387
Lot (3)	Garry KAAWA	P.O. Box 755 Naalehu, Hi. 96772 cfragas82@gmail. Com 808 854-4967
Lot (4)	Pernell HANOA	P.O. Box 488 Pahala, Hi. 96777 poele8aol.com 808 896-4523
Lot (5)	Ralph KAAPANA	P.O. Box 1035 Naalehu, Hi. 96772 Fourkranch@outlook.com 808 929-8079
Lot (6)	Mack DAVIS	P.O. Box 1017 Naalehu, Hi. 96772 shaunleyfujikawa@cs.com 808 747-1629
Lot (7)	Wally YOUNG (Nisha ANTONIO)	P.O. Box 73 Naalehu, Hi. 96772 young@yahoo.com 808 315-5732
Lot (8)	Melvin DAVIS	P.O. Box 474 Naalehu, Hi. 96772 daviseleele@aol.com 808 9360141

Lot (9)	Julia JOSE	P.O. BOX 665 Kailua-Kona Hi. 96745 Juliajose16@gmail.com 808 443-9044
Lot (10)	Malcolm KALUA'U	P.O. Box 454 Honaunau, Hi. 96726 808 430-2867
Lot (11)	Eugene BECK	P.O. Box 344 Naalehu, Hi. 96772 808 339-4347
Lot (12)	John P. KALUA'U	72-3970 Hawaii Belt Road K. K. Hi. 96740 kaluau@outlook.com 808 936-3142


KAMADA/PUEO SOUTH P[
Easement (30 Ft)
Easement (30 Ft)
Easement (30 Ft)
Malulm Kaluaiu
11
227 ACRES
223 ACRES
227 ACRES
Melvin Davis
409 Acres
190 ACRES
198 ACRES
395 ACRES
262 ACRES
259 ACRES
508 Acres
John Kaluaiu IV
Clarence Medeiros
Kaupuiki
Kaupuiki
Point Road
Eugene Beeler
Catherine
Jackie Kaluaiu
12
25 AC
10
New Easement (30 Ft)
Gate
New Easement (30 Ft)
Jackie Kalua'u
265 Acres
Julia K. Iose
9
8
7
6
5
4
3
2
1
Rock Rd
Surveyed by:

NATIVE HAWAIIAN GENERAL SERVICES

TERMS AND CONDITIONS

This contract, entered into this _____day of_____, 2025, by and between Native Hawaiian General Services (NHGS), **John (Jackie) Kalua'u,** whose mailing address is 72-3970 Hawaii Belt Road, Kailua-Kona, Hawaii, 96740 , hereinafter referred to as the **"Lessee,"** and _____(Name of Sublessee)_____, whose mailing address is_____(Sublessee's address)_____, Phone#___(Sublessee's phone number)_, hereinafter referred to as **"Sublessee".**

This lease agreement follows the terms and conditions of the Department of Hawaiian Homelands (DHHL). Covering the right of entry to pastoral leased lands at Kamaoa, Pueo South Point. All terms and conditions set forth for the Lessee (Jackie Kalua'u) will also be set forth to any Sublessee. The NHGS will also set forth added terms and conditions which will be with the intent of managing and maintaining the area. It should be clearly understood that this contract is an agreement between the Jackie Kalua'u under Native Hawaiian General Services (NHGS) and the above-mentioned Sublessee.

Background:

On August 5th, 2004, the Department of Hawaiian Homelands (DHHL) granted John (Jackie) Kalua'u, under the entity Native Hawaiian General Services (NHGS) the permission to enter, occupy, and manage the identified parcel of Hawaiian Homeland and all improvements, situated at Kamaoa-Pueo, Kau, Island of Hawaii, identified by Tax Map Key: (3) 9-3-01-:2 County of Hawaii, State of Hawaii.

The NHGS is responsible for maintaining and managing the area to promote the prevention of fires within the 5,000 acres of Kamaoa, Pueo, South Point Pastoral lease lands. Also providing a presence on the land to deter illegal activities. Hawaiian Homes Commission accepted NHGS' proposed the idea to provide opportunity for the Ka'u families who have been on the waitlist and have not received lands from the waitlist. The opportunity gave Individuals who were still on the Hawaiian Homeland list a chance to sign up for the proposed program under the NHGS and acquire a portion of the Kamaoa-Pueo pasture lands under a sublease agreement. The program focuses on preventing annual fires by having cattle and livestock graze the area. Sublessees are required to maintain their cattle in their area, fire breaks, water lines and fences. Therefore, DHHL granted the lease to John (Jackie) P. Kalua'u to manage under NHGS and for the purpose to be used for the pasture

grazing only and for no other purpose. Subleasing of lands were permitted under NHGS with the following requirements added to the contract:

- *Sublessee shall be among native Hawaiians on the waiting list for pastoral awards who has an interest in ranching now to use this area, sharing the cost of land rent, insurance, water usage, and all other pertinent expenses related to the use.*
- *Sublessee shall not permit any hunting activity on the premises.*
- *Sublessee shall practice good animal husbandry to avoid overgrazing of the land.*
- *Sublessees shall maintain the implemented fire-lines along the shoreline fencing area and community roadway in their section of land.*

Definitions:

Definitions for the Purpose of This Agreement

1. **Lessor**: The **Department of Hawaiian Homelands**, the legal owner of the property, who grants lease rights to the lessee.
2. **Lessee**: **NHGS and Jackie Kalua'u**, the entity and individual granted permission and rights to utilize and manage the property under NHGS.
3. **Sublessee**: Any individual authorized to use the land under NHGS through an agreement with the lessee rather than directly with the lessor.
4. **Board of Directors of NHGS**: The governing body responsible for overseeing organizational operations. The Board shall consist of:
    - **President**
    - **Two Vice Presidents**
    - **Secretary**
    - **Treasurer**

    The Board shall be responsible for executing contracts, managing financial obligations, reviewing agreements, addressing disputes, and ensuring compliance with organizational policies.

5. **Members of NHGS**: Individuals holding sublease agreements who are **not** Board members. Members shall possess **voting rights** and **limited access** to operational details but do not participate in executive decision-making.

NATIVE HAWAIIAN GENERAL SERVICES TERMS AND CONDITIONS

1. Rent:

DHHL permitted NHGS to carry on a month-to-month basis for additional one-year periods, with the approval of the commission. It is to be noted that the permit is granted on a month-to-month basis only. It is the intent of DHHL to develop this parcel pursuant to the Hawaiian Homes commission act 1920, as amended, therefore lessee and sublessee shall vacate premises withing the prescribed time upon such notification.

Sublessees /beneficiaries associated with NHGS are responsible for making payments on time. Payment for land lease and insurance shall be made before the 30th of September each year unless otherwise stated. Failure to make payments on time will result in the termination of the sublease agreement. Failure to vacate and restore premises within the allotted time may result in liquidated damage. A statement of due amounts will be provided to sublessees prior to the payment due date.

Vacate liquidated damages:

If sublessee does not vacate the premises upon the revocation, expiration or termination of this contract, sublessee shall pay liquidation damages to the lessee at the rate of **2%** of your Sublease amount a day, or portion thereof, Sublessee remains on the premises beyond the date of revocation, expiration or termination. Such payment shall be in addition to any other rights or remedies the lessee may entitle to pursue for breach of contract or for illegal occupancy.

Inspections:

Prior inspection:

The Sublessee granted use of the land in 2004 conducted a prior inspection of the premises and any existing improvements, acknowledged the condition of the property, and fully assumed all risks associated with its use and enjoyment. The Sublessee agreed that the premises and any improvements were in good and suitable condition for pasturing purposes.

All new Sublessees will be subject to the same requirement and must conduct a prior inspection of the land before accepting the sublease.

Annual inspection:

NHGS will conduct an annual inspection of the Sublessee's land to ensure that all terms and conditions are maintained. During inspection it is required that the Sublessee or approved representative of the Sublessee and a member or representative of the NHGS conduct the inspection together. Fencelines, Fire breaks, Land grazing and Water lines will be inspected. Any violation of terms and conditions will be addressed with

recommendations to mitigate the situation. All recommendations shall be done by the Sublessee within the allowed time given by the NHGS.

Residential Use Prohibited:

The Sublessee shall not inhabit the premises, nor permit any person or domestic animal to do so, even on a temporary basis. The rental or subletting of pastoral lands is strictly prohibited and may result in the termination of the lease agreement with NHGS.

Insurance:

It is required that insurance is maintained and kept in force throughout the life of this contract, a comprehensive public liability insurance in an amount acceptable to the chairman of the Hawaiian Homes commission, insuring the State of Hawaii and Lessee against all claims for personal injury, death and property damage. All costs shall be at the expense of the Lessee and Sublessees.

At the start of the Right of Entry to current date, the NHGS has provided approved comprehensive public liability insurance at their own expense. NHGS charges each Sublessee a small percentage of the bill but absorbs majority of the payment. NHGS hold the right to increase the amount charged for insurance among sublessees in a fair distribution plan.

Indemnity:

The Sublessee shall exercise due care for public safety at all times in connection with its use of the premises under this agreement. The Sublessee agrees to defend, indemnify, and hold harmless NHGS, along with its officers, agents, and employees, from any and all losses or damages to real or personal property, as well as any liability for personal injury or death. This obligation applies when such loss, damage, injury, or death results from, arises out of, or is proximately caused by any act or omission of the Sublessee, its officers, agents, employees, invitees, or licensees during their use or occupancy of the premises, including incidents caused by fire or explosion.

No Waiver of Rights

Failure of NHGS to insist upon strict performance thereof by sublessee, or to exercise any option herein reserved, shall not be construed as a waiver or a relinquishment of any of NHGS's rights under this contract. The acceptance of rent by NHGS shall not constitute a waiver of any breach by Sublessee of any of the terms and conditions, upon which this contract is granted and to which Sublessee has agreed, nor of NHGS's right to terminate or revoke this contract.

Utilities and other Charges:

It should be clearly understood that the NHGS is not obligated to provide water to sublessees. NHGS provides water services as a convince to Sublessee through a supplier who agrees to provide services to NHGS if the full amount of expenses accrued to service operations is paid in full on time to prevent late charges to the service provider.

Sublessees are required to maintain all water lines and all plumbing accessories within their parcel. Sublessees shall be responsible for all costs and related expenses to connect water from the main shared water line to their leased area.

NGHS will maintain the main shared line on the easement road. A set maintenance fee of **$30.00** dollars will be implemented on the monthly water usage bill for the purpose of maintaining the main shared line. This maintenance includes but is not limited to fixing damaged Driscoll line, replacing unions/connectors, labor, fuel, tank replacement, water hauling etc. **NHGS also holds the right to raise the maintenance fee as prices increase.**

A pump service/energy cost charge and standby fee will be implemented on the monthly water bill for the purpose of covering the expense generated per X amount of gallons used by Sublessee. Sublessees are responsible for paying for their monthly water usage and fees in a timely manner to NHGS. If the Sublessee fails to pay in a timely manner, the meter will be locked until payment is received. Charges will be estimated at the rate billed to the service provider.

Water leaks: Sublessees are responsible for maintaining their water lines and water-using appliances to prevent water leaks. Any water leak observed within a leased section will be addressed by turning off the meter to that lot. NHGS will notify the Sublessee by either writing, email, or text. It will be the sublessee's responsibility to repair the leak in a timely manner and inform NHGS when repairs have been made. Water leaks that continue due to negligence and disregard after they have been addressed to the sublessee will result in the meter being locked until the leak is properly repaired to prevent future leaks.

Water leak liability and liquidation damages:

The tenant shall be responsible for maintaining the plumbing fixtures and water-using appliances within the leased premises in good working condition and with good faith to prevent leaks. In the event that a water leak originating from the sublessee's premises , **due to negligence** results in the interruption of water supply, property damage, or any inconvenience to other tenants, the sublessee may be subject to liquidation damages per affected tenant, commencing from the date the issue is discovered and notified to the sublessee of the premises, until full repair and restoration of normal services is completed. Refer to Water Leak Negligence and Liquidation Damages Agreement.

FENCE:

Sublessee shall be required to fence unfenced perimeter of the parcel with stock-proof, 5-strand minimum barbed wire fencing. Fences shall be maintained, and any unfenced or open area shall be tended to in a timely matter. All fences should be kept with standards to prevent livestock from crossing or visitors along the beach from entering the ranching area.

Fence liability and liquidation damage:

Sublessee is responsible for maintaining the required fencing of their premises. Failure to mend and maintain damaged fences 3 days or 72 hours after notice is given will result in liquidation damages. Refer to Fence liquidation damages agreement.

Waste, Strip, Nuisance, and Maintenance:

Sublessee shall not make, permit, or suffer any waste, strip, nuisance or any other unlawful, improper or offensive use of the premises or improvements, if any, thereon.

The Sublessee shall be responsible for maintaining the premises, including all improvements, equipment, and personal property located thereon, in a clean, orderly, and sanitary condition at all times. The premises shall be kept free of waste, rubbish, and debris. The Sublessee shall ensure the safe and sanitary collection, handling, and disposal of all trash, garbage, and refuse generated as a result of its operations. Additionally, all shrubbery and overgrowth, particularly along fence lines and roadways, shall be regularly trimmed and maintained in a neat and presentable condition.

Sublessee is prohibited from using the premises for storage, shorting and sale of materials such as fill soil or rock, manure, rubble, junk, waste, scrap, discarded or salvage items including machinery, automobiles, equipment, flammables, and contaminants of every description whatsoever, except that which will be used by the sublessee in direct conjunction for the purpose of pasturing livestock.

Hazardous Materials:

Sublessee shall not cause or permit the escape, disposal, or release of any hazardous materials. Sublessee shall not store or use of any hazardous materials 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 brought onto the premises any such materials except to use in the ordinary course of Sublessee's common operational duties, but only after a written notice is given to NHGS of the identity of which materials will be used and only after NHGS has consented the use. However, consent can be withheld at NHGS's

sole and absolute discretion. If any lender of governmental agency, shall ever require testing to ascertain whether or not there has been any release of hazardous materials by the Sublessee, then the Sublessee shall be responsible for the cost thereof. In addition, Sublessee shall execute affidavits, representations and the like from time to time at NHGS's request concerning sublessee's best knowledge and belief regarding the presence of hazardous materials on the premises placed or released by Sublessee.

Sublessee agrees to indemnify, defend and hold NHGS, its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorney's fee and all claims, suits, and demands therefor, arising out of or resulting from and use or release of hazardous materials on the premises occurring while sublessee is in possession, or elsewhere if caused by Sublessee, or person acting under Sublessee. These covenants shall survive the expiration or earlier termination of the contract.

For the purposes of this contract, the term "hazardous material" as used here in shall include any substance, waste or material designated as hazardous, toxic, radioactive, other similar term by any present or future federal, state, or local statutes, regulations or ordinance, such as the Resource Conservation and Recovery Act, as amended, the comprehensive 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-byphenyls("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.

Prior to the termination of the subject contract, sublessee may be required to conduct a level (1) Hazardous Waste Evaluation and conduct a complete abatement and disposal, if necessary, satisfactory to the standard required by the Federal Environmental Protection Agency, the Department of Health, NHGS and Hawaiian Homes.

Right to Enter:

NHGS or its agents and employees may enter the premises at all reasonable hours for the purpose of inspection or investigation as to whether Sublessee is complying with the terms and conditions of this contract or for any other proper purpose in the performance of its duties. NHGS shall give notice of any inspections to be conducted on sublessee property and state its purpose prior to inspections. Sublessee will have the right to be present during inspections. Sublessee shall not make any claim for damages or set off rent, other charges by reason or on account of such an entry.

Structural improvements or alterations:

No substantial improvements or alterations of a structural nature shall be made, installed or constructed on, under or within the premises by Sublessee unless Sublessee first submits a plan, and specifications are in fact approved in writing by NHGS. The plans and specifications shall not be approved unless they are in full compliance with any and all statues, rules and regulations applicable thereto.

Any improvements or alterations shall be accomplished at the sole cost and risk of Sublessee and NHGS shall not be responsible for any damage to or destruction of any such improvements or alterations or any personal property on the premises.

Removal of improvements:

The Sublessee may, at its own expense and risk, remove any or all improvements it has constructed or installed on the premises at any time during the term of this agreement. However, the Sublessee must provide prior written notice of its intent to do so. Upon removal, the Sublessee must restore the premises as closely as possible to their original condition, excluding normal wear and tear. Until both removal and restoration are completed to the satisfaction of NHGS, the Sublessee shall continue to pay rent as specified in this agreement. If the Sublessee fails to provide prior notice of its intent to remove improvements, such failure shall be considered an abandonment of the premises and any remaining improvements.

Option to require removal of improvements:

With respect to any and all improvements, or portions thereof, constructed or installed by the Sublessee on the premises, NHGS reserves the right—upon notice of termination or revocation of this contract— to require the Sublessee, at the Sublessee's sole cost and risk, to remove any such improvements within a reasonable period of time to be determined by the Board of Directors following the date of termination or revocation of this Agreement. If the Sublessee fails to complete the required removal within the specified period, NHGS may, at its sole discretion, either retain the improvements or proceed with their removal and restore the premises to a condition as close as reasonably possible to that which existed prior to their installation. NHGS may perform this work using its own personnel or an independent contractor and shall assess the full cost of such removal and restoration to the Sublessee.

Compliance with laws: Privacy and discrimination

Sublessee shall comply with any and all laws, ordinances, rules and regulations applicable to the premises.

The use and enjoyment of the premises shall not be in support of any policy that discriminates against anyone based upon race, creed, color, national origin, sex or a physical handicap.

NATIVE HAWAIIAN GENERAL SERVICES TERMS AND CONDITIONS

Transferability:

This contract, inclusive of any and all rights or obligations accruing or arising under it, shall not be sold, transferred, assigned, leased, mortgaged or otherwise alienated or encumbered in any manner whatsoever.

The transfer of a sublease contract may be considered upon review by the Board of Directors. Any individual to whom the sublease is to be transferred must meet all qualification requirements as established by the Department of Hawaiian Homelands (DHHL) and must provide all necessary documentation upon request. The Board of Directors and general membership may deliberate and vote on such transfer requests; however, final approval shall rest solely with the Executive Board of Directors, whose decision shall be conclusive and binding.

Renewal or Extension:

The renewal of this contract shall be determined by the approval of the lease between NHGS and Hawaiian Home Commission, as authorized by the action of the Hawaiian Homes Commission. Sublessee will be notified by NHGS on any changes that may result from the decisions of Hawaiian Homes Commission. It is to be clarified that the lease is held between NHGS and Hawaiian Homes, it is not directly between Sublessees and Hawaiian Homes. Subleases contracts are between Sublessee and NHGS.

Termination and Revocation:

This contract may be terminated by either party without cause upon twenty-five (25) days' written notice; provided that in the event that Sublessee fails to pay any rent, interest, fees or charges when due or otherwise breaches anyone or more of the terms and conditions, Lessee may revoke this contract upon five (5) calendar days' written notice.

Right to re-enter and assume possession:

Lessee reserves the right, and the Sublessee agrees that upon breach of any one or more of the terms and conditions of this contract and/or termination thereof under paragraph discussing "Transferability" herein, Lessee may, without necessity of court action, but upon unanimous approval of board members, enter upon and administratively take possession of the premises from the Sublessee.

Restoration:

Sublessee shall, within a reasonable period of time to be determined by the Board of Directors following the termination or revocation date of this Contract, restore, at its sole cost and risk, the premises to a condition as nearly as practicable to that which existed prior to the effective date of this Contract, reasonable wear and tear and damage caused by acts of God excepted, and shall peacefully surrender possession thereof to the Lessee. In the event the Sublessee fails to complete such restoration within the timeframe established by the Board of Directors, the Lessee reserves the right to undertake such restoration through its own employees or an independent contractor and to assess the Sublessee for the full cost incurred thereby.

Court Costs:

Sublessee shall be liable for and shall pay any and all court costs and attorney's fees incurred by Lessee **only to the extent that Sublessee is found legally responsible by a court of competent jurisdiction, arbitrator, or other authorized adjudicator** for: (i) failure to pay rents, penalties, interest, fees, or other charges due under this contract; (ii) removal of Sublessee and/or improvements or portions thereof constructed or installed by Sublessee from the premises, where such removal is deemed necessary; (iii) damages or losses resulting from Sublessee's breach of any term or condition of this contract; or (iv) claims, injuries, damages, or death arising from, growing out of, or proximately caused by any act or omission of Sublessee, its officers, agents, employees, invitees, or licensees in connection with its use or occupancy of the premises.

Acknowledgment and Signatures

By signing below, both parties confirm that they have read and understood this Sublease Agreement in its entirety. Each party acknowledges that they had the opportunity to ask questions, seek clarification, or consult legal counsel prior to signing, and that they are entering into this agreement voluntarily and with full understanding of its terms.

NHGS (Lessee)

Signature: _____ Date: _____

Printed Name: _____

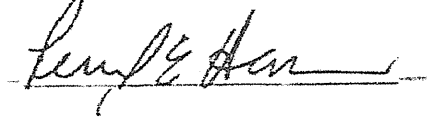
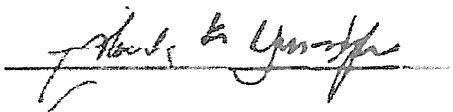
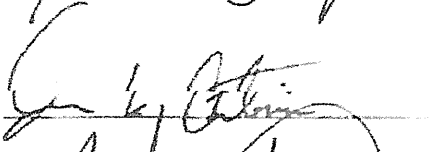
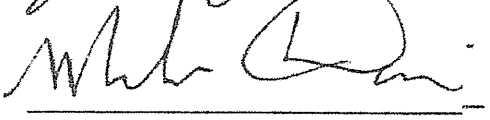
Sublessee

Signature: _____ Date: _____

Printed Name: _____

VERBAL AGGREEMENT

JUNE 28, 2025

LOT (1)	APELE KALUA'U	
LOT (2)	SHIRLENCE MOCKCHEW	
LOT (3)	GARRY KAAWA	
LOT (4)	PERNELL HANOA	
LOT (5)	RALPH KAAPANA	
LOT (6)	MAC DAVIS	
LOT (7)	NISHA ANTONIO	
LOT (8)	MELVIN DAVIS	
LOT (9)	JULIA JOSE	
LOT (10)	EUGENE BECK	
LOT (11)	MELCOLM KALUA'U	
LOT (12)	JOHN P. KALUA'U	

ORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/02/2025

S CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS TIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES OW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED RESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

ORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. JBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CER
Aloha Insurance Services, Inc.
75-5931 Walua Road
Kailua-Kona, HI 96740

CONTACT NAME: Romyna Sheehan
PHONE (A/C, No, Ext): (808) 334-0044 x256
FAX (A/C, No):
E-MAIL ADDRESS: Romyna@alohainsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Insurance Co.	17370
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

D One O'maO'mao Cattle Co LLC
Native Hawaiian General Services
72-3970 Hawaii Belt Road
Kailua-Kona, HI 96740

:RAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD CATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS TIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, LUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
✓ COMMERCIAL GENERAL LIABILITY			PN1399969	04/16/2025	04/16/2026	EACH OCCURRENCE	$ 1,000,000
CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
EN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
✓ POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
							$
UTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
ANY AUTO						BODILY INJURY (Per person)	$
OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							$
UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
DED RETENTION $							$
ORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
NYPROPRIETOR/PARTNER/EXECUTIVE FFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
res, describe under ESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$

PTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

oof of Insurance****
MK: (3) 9-3-01:02

IFICATE HOLDER

Department of Hawaiian Homelands
64-759 Mamalahoa Hwy.
Waimea, HI 96743

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

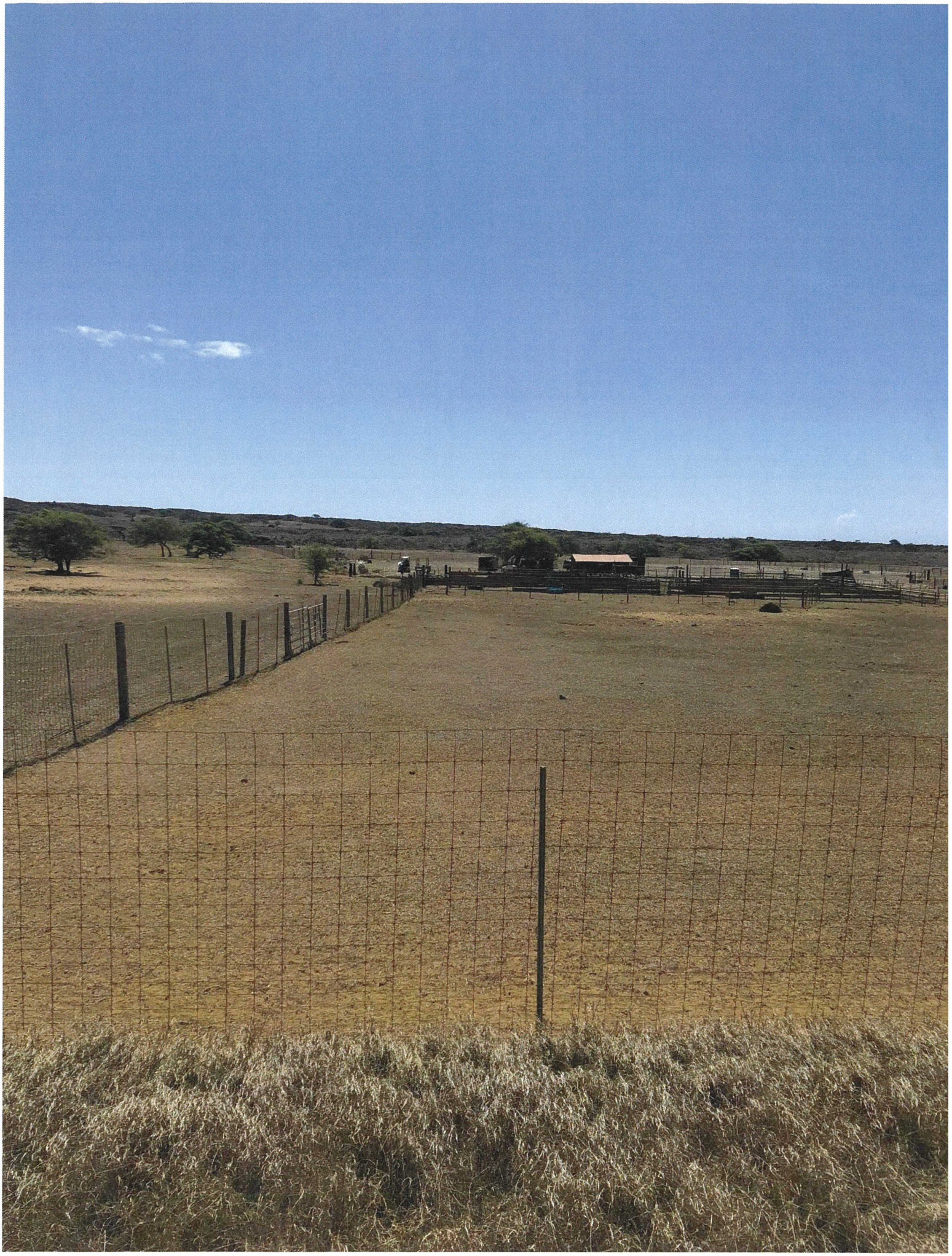
AUTHORIZED REPRESENTATIVE

PROPERTY INSPECTION
EXHIBIT "C"
ITEM No. F-4

GL/LI/ROE/RP NO.: 610	**ADDRESS:**	**BY:** Cheyenne Kapua
NAME: Native Hawaiian General Services	**TMK/ZONING:** (3)9-3-001:002(P)	**PERMITTED USE:** Pastoral
LOCATION: Kamaoa-Puueo	**AREA:** 5,000 Acres	**COI/BOND: Current**
RENTAL CURRENT: Current $6,300/Annu. $525.00/Monthly	**DCCA COMPLIANT: Compliant**	**DATE: October 3, 2025**

Department of Hawaiian Home Lands

ITEM	ACTION NEEDED	COMMENTS	DHHL ACTION TAKEN	COMPLETED
BUILDINGS, IMPROVEMENTS & OPERATIONS:				
1. Repair/Painting	N/A			
2. Fence or wall	N/A			
3. Site work	N/A			
4. Tenant sign(s)	N/A			
5. Other Info/Illegal Structure(s)				
GENERAL				
1. Landscaping	N/A			
2. Housekeeping	N/A			
3. Parking/Driveway	N/A			
4. Land Use Compliance	N/A			
5. Environmental Compliance Concerns				
6. Miscellaneous				
SUBLESSEE(S) OF RECORD				



STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
November 17-18, 2025

To: Chairperson and Members, Hawaiian Homes Commission

Through: Linda Chinn, Acting Administrator
Land Management Division

From: Cheyenne Kapua, Land Agent
Land Management Division

Subject: Approval to Issue a Right-of-Entry Permit to Kaumana Hawaiian Homes Community Association, Kaumana, Island of Hawaii, TMK: (3) 2-5-044:025 and (3) 2-5-045:001(p)

APPLICANT: Kaumana Hawaiian Homes Community Association

RECOMMENDED MOTION/ACTION: That the Hawaiian Homes Commission ("HHC") authorize the issuance of a Right-of-Entry (ROE) Permit to the Kaumana Hawaiian Homes Community Association (KHHCA) for the use of Hawaiian home lands located in Kaumana on the Island of Hawai'i, identified as TMK (3) 2-5-044:025 (approximately 2.4 acres) and a portion of TMK (3) 2-5-045:001 (approximately 22 acres) (See Exhibit "A"). The purpose of the ROE is to conduct due diligence activities, including the preparation of a project master plan, business plan, and compliance with applicable requirements under Chapter 343, HRS (Environmental Review) and Chapter 6E, HRS (Historic Preservation). The proposed use may also include preliminary development planning for a future community learning center intended to promote land stewardship education within the Kaumana and Pi'ihonua community. Approval and issuance of this Right-of-Entry Permit (ROE) shall be subject to the following conditions:

A. The term of the Right-of-Entry (ROE) shall be month to month for up to twelve (12) months, commencing upon execution, with the option for two additional twelve (12) months extensions.

B. The fee for the term of this ROE shall be gratis.

C. KHHCA shall remit $175.00 for processing and documentation fees.

D. The standard terms and conditions of the most current Right-of-Entry permit form, as may be amended from time to time, and subject to the review and approval of the Department of the Attorney General.

E. KHHCA shall submit a Master Plan. Master Plan shall include but not limited to:

   i. A narrative description that clearly articulates their goals for the project area and detailed description of each proposed programmatic element and land use by the permittee.

   ii. Narratively and graphically describe characteristics of the project area including topography, portions of the project area susceptible to natural disasters events, location of known sensitive or unique natural and cultural resources, water resources, access

points for vehicle and pedestrian ingress and egress, identification of level of infrastructure improvements required and location of improvements.

iii. Site plan drawing at scale of the project area depicting conceptual size and location of proposed improvements and programmatic use of the project area.

F. KHHCA shall submit a Project Buisness Plan. The Project Buisness Plan shall include a description of expense and income budget (start-up/initial costs, operating budget, reserve fund, fundraising campaign). Buisness plan shall identify rough order of magnitude (ROM) cost for all capital improvement proposed by KHHCA to the premises including off-site infrastructure. Buisness plan shall include ROM cost for operation and maintenance expenses. Buisness plan shall include ROM for programmatic expenses including but not limited to staff salary and compensation. Buisness plan shall identify potential revenue sources and reasonably justified estimated revenue projections from each of these sources.

G. KHHCA shall consult with and work closely with DHHL on completing HRS Chapter 343 and HRS Chater 6E compliance documentation and studies. If HRS Chapter 343 Environmental Assessment study or Environmental Impact Study is required, approval of these studies is subject to the approval of the Hawaiian Homes Commission. Chapter 6E compliance is subject to the approval/concurrence of the Department of Land Natural Resources State Historic Preservation Division.

H. As part of DHHL's regular review of KHHCA activities, and in exchange for gratis base rent, KHHCA shall submit a bi-annual progress report every six months starting from the ROE permit commencement date. The bi-annual progress reports shall document KHHCA's activities for the previous period and shall include but not limited to the following:

i. Timeline and schedule to complete due diligence studies as described in sections E through G, as stated above. Timeline and schedule should identify major milestones in the completion of due diligence studies.

ii. Description of major activities related to the project timeline and schedule that were conducted and/or completed in the six-month period.

iii. The progress report shall also include a description of circumstances that may affect the timeline and schedule for completion of due diligence studies.

iv. The progress report shall identify any professional service provider or third-party assisting the permittee in the completion of due diligence studies.

I. KHHCA shall coordinate an archaeological survey and submit the final report and findings to DHHL.

J. 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.

K. The Chairperson is authorized to negotiate and set forth other terms and conditions that may be deemed appropriate and necessary.

DISCUSSION:
Kaumana Hawaiian Home Community Association (KHHCA) is requesting a Right of Entry permit to access DHHL lands in Kaumana to conduct planning and due diligence studies of the preferred site. This time will be used to assess the land, plan activities, and determine the next steps of responsible stewardship (See Exhibit "B").

The planned Kaumana-Pi'ihonua Community Center would help to provide a spiritual, ancestral, and cultural center for the homestead community. The center could also provide affordable lodging, job training programs, a commercial kitchen to support homesteader businesses, and serve as an emergency shelter.

No beneficiary consultation is required as the project is identified as a Priority Project in the Kaumana/Pi'ihonua Regional Plan. This is a priority project because it reflects the community's desires to create cultural kipukas that advance energy and food self-reliance, cultural awareness, and economic development throughout the region.

LOCATION/AREA:
Parcel(s) located in Kaumana on the Island of Hawaii, designated as TMK No. (3)2-5-044:025 (approx. 2.4 Acres) and a portion of TMK No. (3)2-5-045:001 (approx. 22 Acres).

LAND USE DESIGNATION
Community Use

CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:
Triggers:
Use of State Lands

Exemption Class No. & Description
Part I: De minimis Activities

Exemption Type 1: "Operations, repairs or maintenance of existing structures, facilities, equipment… no expansion or change of use beyond that previously existed."

CONSISTENCY WITH DHHL PLANS, POLICIES AND PROGRAMS
The recommended disposition is consistent with the following plans, policies, and programs:

1. DHHL's General Plan (2022):

   Land Use Planning Goals, Policies, and Metrics
   - Goal LU-1: Utilize Hawaiian Home Lands for uses most appropriate to meet the needs and desires of the beneficiary population.

   Natural and Cultural Resources Goals, Policies, and Metrics
   - Goal RM-1: Be responsible, long-term stewards of the Trust's lands and the natural, historic, and community resources located on these lands.

2. DHHL's Kaumana/Pi'ihonua Regional Plan (May 2017)

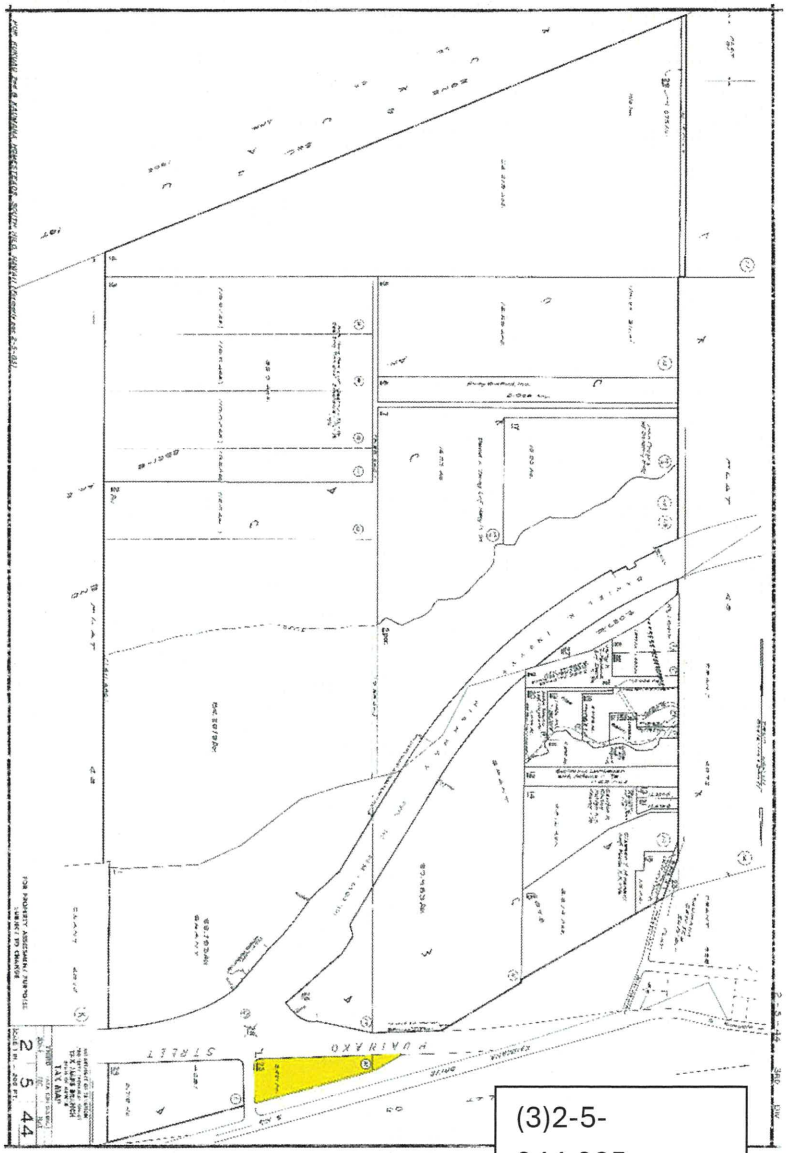
   - The proposed use of Hawaiian home lands is identified in the Kaumana/Pi'ihonua Regional Plan dated May 2017, Priority Project: A community center would serve as a spiritual, ancestral, and cultural gathering place for the homestead community (See Exhibit "C").

AUTHORITY
§204(a)(2) of the Hawaiian Homes Commission Act, 1920, as amended

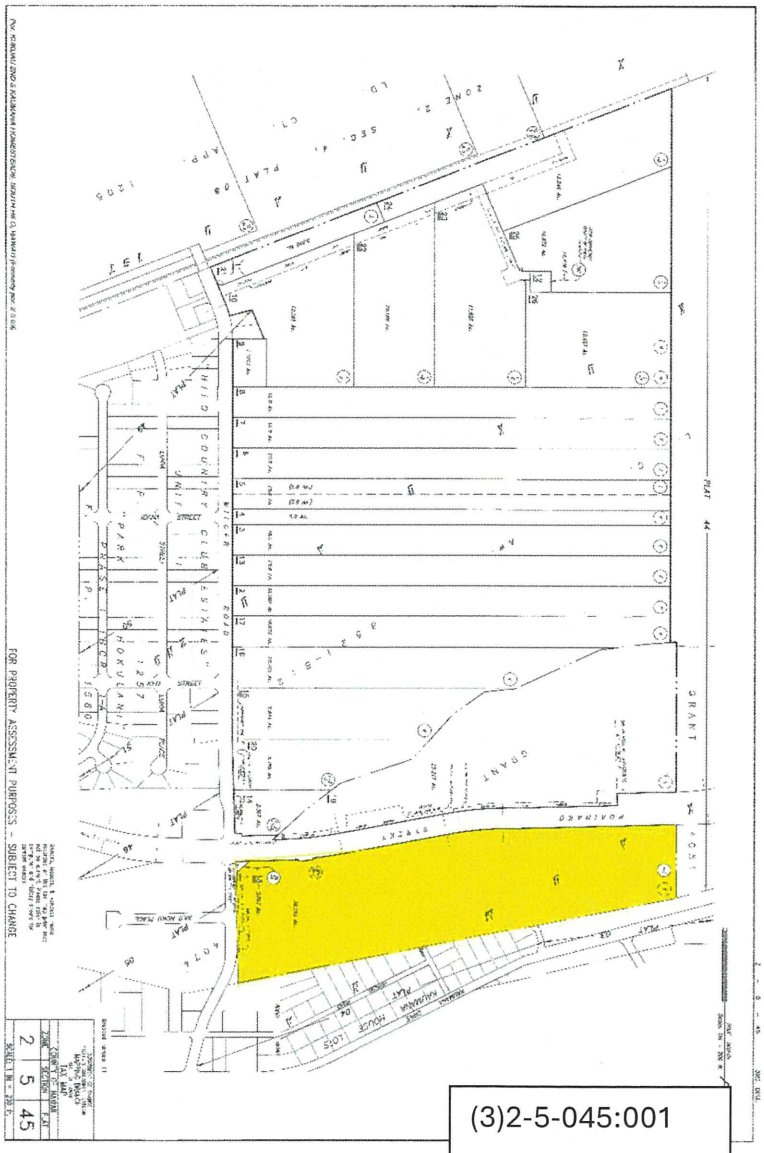
§171-55, Hawaii Revised Statutes, as amended

RECOMMENDATION
The Land Management Division respectfully recommends approval of the requested motion/action as stated above.

EXHIBIT "A"
ITEM NO. F-5



(3)2-5-044:025:



(3)2-5-045:001

Non-Profit Organization Land Use Request
EXHIBIT "B"
ITEM NO. F-5

DAVID Y. IGE
GOVERNOR
STATE OF HAWAII

SHAN S. TSUTSUI
LT. GOVERNOR
STATE OF HAWAII

JOBIE M. K. MASAGATANI
CHAIRMAN
HAWAIIAN HOMES COMMISSION

WILLIAM J. AILA, JR.
DEPUTY TO THE CHAIRMAN

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
P. O. BOX 1879
HONOLULU, HAWAII 96805

REQUEST FORM FOR NON-HOMESTEADING LAND USE PURPOSES

PART I: APPLICANT INFORMATION

Name: Duncan K. Seto

Address: 2043 Uhaloa Road

Phone No.:_____ Cell: 854·6500 email: dnknz2@gmail.com

If Corporation/Organization/Company/LLC/Non-Profit:

Name: Kaumana Hawn. Hms Community Assn.

Address: 2043 Uhaloa Rd.

Phone No.:_____ Cell: 854·6500 email: dnknz2@gmail.com

☑ **Requesting Organization is a Non-Profit**

Type of Non-Profit:
- ☐ Private Nonprofit – governed by self appointed board
- ☐ Member Nonprofit – governed by voting members
- ☑ Homestead Organization – governed by HHCA beneficiary members

☐ **Requesting Organization is For Profit - Individual or Business**

- ☐ Individual ☐ Sole Proprietorship ☐ Partnership
- ☐ Corporation ☐ Limited Liability Corporation ☐ Other

Is an Individual HHCA Beneficiary or is Owned by an HHCA Beneficiary ☐ Yes ☐ No

☐ **Requesting Organization is a Government Agency**

- ☐ Federal ☐ State ☐ County

Officers and/or Principal Representatives: Chair: Duncan Seto, Vice Chair: Cornelia Haliniak, Treasurer: Stella Seto, Sec: April Harris

Mission of Organization: To uplift our Hawn. Homelands Community by fostering unity, preserving heritage and promoting opportunities. We strive to inform and engage our members through collaborative efforts and transparent leadership.

Date Incorporated: 2014 **State of Incorporation:** 501 (c) (3)

Federal Tax ID#: 47-1297760 State Tax ID#: W 39591264-01

PART 2: NON-HOMESTEADING LAND USE REQUEST

Describe proposed non-homesteading land use envisioned under this request as submitted

See attachment

**Please attach additional information if necessary*

Land Request Form No._____

Land Area requested: Acreage/Sq.Ft. 22.0 Acres **Term:** _____

Island: Hawaii **Tax Map Key No.:** _____

Indicate Character of Use:

- [x] Agricultural
- [x] Commercial
- [ ] Church
- [ ] Other
- [ ] Pastoral
- [ ] Industrial
- [x] Community Facility

Does applicant have any existing land disposition issued by Hawaiian home lands for non-homesteading use purposes? [ ] Yes [x] No

If yes, under what type of use and disposition: _____

Describe how proposed land use request will have direct or significant indirect benefit to the Trust and/or its Beneficiaries (Applicants & Lessees): Culturally correct Land Stewardship. with a community Center / Multi purpose building to bring to community together.

The following authorized representative submits this request for use of Hawaiian home lands under non-homesteading purposes and acknowledges that:

1. This is an application process that will be subject to further review, evaluation and consideration by DHHL and may require additional information to be submitted;
2. This request does not constitute any form of DHHL approval to this non-homesteading land use request as submitted;
3. In the best interest of the trust, DHHL reserves the right to exercise its prudent authority pursuant to and in accordance with the Hawaiian Homes Commission Act (Section III, Section 204(a)(2), Section 220.5, Section 207(c), Hawaii Revised Statutes, Chapter 171, as amended and the Hawaii Administrative Rules, Title 10;
4. Once the application is deemed complete, the non-homesteading land use request will be posted for a 30 day review period on the DHHL website for beneficiary and public comment;
5. Additional Island or Regional Specific Beneficiary Consultation will be required per the DHHL Beneficiary Consultation Policy;
6. All input/comments received will be provided to the Hawaiian Homes Commission if/when approval for disposition is considered by the HHC;
7. Associated non-refundable processing and documentation fees shall be assessed for each respective disposition request as follows:
   Revocable Permit - $100.00 License - $200.00 General Lease – Cost Documentation (all)...$75.00

Kaumana Hawn. Hms. Comm. Assn. — **Print Individual or Organization Name**

8/11/25 — **Date**

Board Chair: Duncan K. Seto — **Authorized Representative Name & Title**

Duncan K. Seto — **Signature**

Land Request Form No. _____

Part 2: Non-Homesteading Land Use Request "Attachment"

i. **Recreation Center**
   - Commercial kitchen
   - Dance room
   - Offices
   - Exercise room
   - Bathrooms
   - Stage
   - Concession
   - Storage
   - Parking

ii. **Hawaiian Cultural Center**
   - Mala
   - Hale
   - Dance space
   - Bathroom
   - Office
   - Storage
   - Parking
   - Makahiki area
   - Certified imu

iii. **Gymnasium**
   - Softball field
   - 3-court system (basketball, volleyball, and pickleball)
   - Commercial kitchen
   - Concession
   - Bathrooms
   - Locker rooms
   - Athletic training room
   - Weight room
   - Main court
   - Bleachers
   - Storage
   - Seating area by concession offices
   - Conference room
   - Laundry room
   - Parking

iv. **Dormitory**
   - Male room
   - Female room

Priority Project:
Kaumana/Pi'ihonua Community Center
EXHIBIT "C"
ITEM NO. F-5

6 Priority Projects

Beneficiaries from Kaūmana and Pi'ihonua that attended the Regional Planning meetings discussed regional issues and opportunities with DHHL. The various issues and opportunities identified by beneficiaries were consolidated into a list of potential projects. Meeting participants categorized the potential project list into a priority matrix that assessed level of difficulty and level of impact. Based on this group exercise, priority projects were identified as those projects with high impact despite the level of difficulty. These projects also achieve the vision for Kaūmana-Pi'ihonua of creating "cultural kīpukas that advance energy and food self-reliance, cultural awareness, and economic development throughout the region. A community center supports this effort by providing programs and services to afford the community with opportunities and choices for personal growth and well-being, contributing to the overall peacefulness of this area."

Chapter 5 includes all of the potential projects and identifies those elevated to priority projects by community consensus. The details of the four priority projects described on the following pages were evaluated and expanded upon by DHHL, their consulting team and key stakeholders.

It is important to note that with each priority project, a champion should be identified to lead the effort and initiate project implementation.

6.1 Kaūmana-Pi'ihonua Community Center

Utilizing a *hālau* or the Maori *marae* concept, a community center would help to provide a spiritual, ancestral, and cultural center for the homestead community. The community center could have the following amenities:

- A place for reasonably priced lodging (cots to sleep, bathrooms, showers, meals) during Merrie Monarch or other special events throughout the year
- Provide opportunity for job training programs
- Commercial kitchen for homesteader businesses
- A digital media and communication center with hi-tech equipment
- A place to learn and practice arts and crafts
- Be an emergency shelter

An essential part of developing a community facility is to identify where the financial resources will come from to plan and maintain the facility, and how it will meet the needs and desires of the community. It is understood that facilities built together by neighbors and beneficiaries galvanizes the community.

Objectives

The Kaūmana-Pi'ihonua homestead communities are without a designated, central community facility. The Kaūmana Community Association and Pi'ihonua Community Association meet at private residences or at one of two public facilities in the area: Carvalho Park and the Kaūmana Elementary School cafeteria. While the long-term goal is to develop a new community center for DHHL beneficiaries in the Kaūmana-Pi'ihonua region, the immediate goal is to identify a preferred location to site a community center and secure the necessary commitments to develop a community center at that site. .

Objectives for this project include:

- **Community Kīpuka.** Provide a safe, inviting, central facility as a focal point for beneficiaries to gather and foster a cohesive and connected community.
- **Social, Cultural, and Educational Programs.** Provide increased opportunities for beneficiary programs for all ages (pre-school, youth, adults, seniors) to address social, cultural, economic, recreational, and educational needs of the community.
- **Partnerships.** Establish strategic partnerships with key organizations to build a support network and attract resources for the benefit of the community.
- **Health & Wellness.** Provide opportunities for improved health and conditioning.

Implementation Action Steps

Note, based on DHHL's prior experience with community-based projects as well as development projects in general, the actual construction of a community facility may take 10+ plus years to accomplish. Regional plans have a 5-year outlook. The recommended implementation action steps below identify actions that can reasonably be completed within the 5-year regional plan outlook. The action steps to accomplish the above objectives include:

1) **Site Selection.** Identify a suitable location for the Kaūmana-Pi'ihonua Community Center. Consider engaging a professional facilitator to help facilitate this process along with DHHL staff.

    a. **Evaluation Criteria.** Develop criteria to evaluate and select a preferred site for a community center. Based on initial discussion during regional plan outreach meetings and feedback from the regional plan survey, criteria may include, but not limited to: (1) proximity to both Kaūmana and Pi'ihonua

homestead areas to ensure convenient accessibility by homesteaders in each community; (2) Compatibility with surrounding land uses (i.e. a community facility should be sited in a location that will not disturb the "peaceful tranquility" of surrounding residents or cause unwanted traffic; (3) size of the parcel ; (4) distance to other community facilities; (5) Potential acquisition and/or development costs. (6) Accessibility/availability of needed infrastructure to support the facility. (7) Sites with lease availability or with leases that are due to expire soon. An advisory committee should be formed that includes members from both associations to guide and carry out this process and to gain consensus from the community on the final agreed upon site selection criteria.

b. **Potential Sites.** The advisory committee should identify a list of potential locations for a community center and conduct exploratory meetings and site visits with various landowners (if on non-DHHL land) to collect more information related to the identified site selection criteria. During the regional plan meetings five sites were identified as potential locations for a community center. Three of the five potential sites are *not* located on DHHL land. Two of the potential sites that are located on DHHL lands are in areas designated by the Hawaii Island Plan for future residential homestead use (See Appendix B). There is a strong probability that the HHC would *not* approve a community center in locations that are designated for future residential homestead use as these areas would provide more homestead opportunities to beneficiaries on the waitlist.

c. **Apply Evaluation Criteria.** Evaluate the sites based on the agreed-upon evaluation criteria and compare results to determine the opportunities and constraints of each site. Based on the evaluation of sites, provide a recommendation of the preferred site and present findings to the Kaūmana-Pi'ihonua Community for input.

d. **Site Selection.** Based on site evaluations and community input, select the site for the community center and report to Kaūmana-Pi'ihonua beneficiaries along with the greater community.

2) **Agreements and Approvals to Utilize the Site.** Kaūmana and Pi'ihonua community associations will need to finalize agreements and approvals with the respective land owner to utilize the preferred site for a community center. There are two possible outcomes from Step-1 above: the selected preferred site for the community center is either (a) located on DHHL land or (b) *not* located on DHHL land. If the preferred site is located on DHHL land, then the following steps outlined in Figure 4 (page 4) "Master Planning and Land Development on Hawaiian Home Lands" apply. These steps include:

a. **DHHL Evaluation Criteria.** DHHL has prepared evaluation criteria to review requests for land dispositions from non-profit organizations. Review DHHL's preliminary evaluation criteria and

provide as much relevant information as possible for their review using the "Criteria" checklist in Appendix F.

b. **Temporary Right-of-Entry.** Kaūmana and Pi'ihonua community associations request a temporary Right-of-Entry (ROE) from DHHL in order to conduct planning and due diligence studies of the preferred site. The temporary ROE will need to be approved by the HHC.

c. **Master Plan & Environmental Assessment.** Once a temporary ROE has been granted to Kaūmana and Pi'ihonua community associations, then the two associations should initiate a master planning and environmental assessment (EA) process. This is a MAJOR step in the overall process for this priority project. As part of the master planning and EA processes, site assessment technical studies of the project area should be initiated. Site assessment technical studies could include:

i. An archaeological survey;
ii. Flora and fauna surveys;
iii. Assessment of potential natural hazards;
iv. Assessment of on-site drainage patterns;
v. Identification of existing on-site and off-site infrastructure and its associated capacities;
vi. Assessment of traffic activities in the surrounding area;

The master planning and EA processes should also identify and confirm what types of programs and activities that will take place at the facility so that the planned facility will be large enough to accommodate those desired programs and activities. It is strongly encouraged that Kaūmana and Pi'ihonua community associations enlist the services of professional consultant(s) to help them complete a master plan and EA.

d. **HHC EA Approval.** Once a final master plan and EA has been completed by Kaūmana and Pi'ihonua community associations. The final EA must be approved by the HHC in which the HHC will make a determination that the proposed project will be found to have no significant impact to the project area and surrounding community or Finding or No Significant Impact (FONSI).

e. **Long-Term Disposition.** Kaūmana and Pi'ihonua community associations request a long-term disposition from DHHL. DHHL staff will work with the associations to identify terms and conditions that are mutually agreeable to each party. HHC approval of the long-term disposition is required. After a long-term disposition is approved by the HHC, Kaūmana and Pi'ihonua community associations can proceed with the design and construction of the community center.

If the Kaūmana and Pi'ihonua community associations select a preferred site that is *not* on DHHL lands, then the associations will need to comply with whatever process that is required by that land owner to secure a long-term agreement and approval for the associations to utilize the land for a community center.

Regardless of whether or not the selected preferred location of the community center is on DHHL lands, the Kaūmana and Pi'ihonua community associations should complete the following implementation action steps below.

3) **Management & Use.** Determine the overall operations and management of the community center. DHHL in collaboration with the Kaūmana Community Association and Pi'ihonua Community Association should identify a managing entity or group of individuals to function as the essential support of the community center's day-to-day operations and overall management. This entity or group will be responsible for: (1) coordinating use and scheduling of programs and events at the center; (2) coordinating facility maintenance; and (3) ensuring financial stability and community accountability.

4) **Programs at the Community Center.** The managing entity or group should develop a program plan for the community center. The plan would identify the different types of programs and activities to offer at the community center and potential program partners. For each program or activity, the plan would also identify the estimated frequency in which the program or activity would be held (daily, weekly, monthly etc.), whether the program or activity is seasonal, and number of hours per use (ex: two-hours per week or five hours per month etc.) The program plan would also identify how these programs provide a benefit to the community. The program plan would also identify more permanent uses such as space for storage of equipment.

5) **Financial Plan.** Prepare a financial plan to demonstrate capability to startup and operate the community center. A financial plan could include a schedule of fees for use of facilities or other revenue streams. The financial plan should also project major long-term maintenance projects and associated costs over the term of the lease.

6.2 Agriculture Sustainability – Community Pasture

The community pasture program provides supplementary grazing and livestock opportunities to the local community while ensuring environmental and agricultural sustainability of the land. The community pasture program uses cattle grazing as the primary tool, supported by the latest livestock management science, to maintain an accessible food source. Well-managed pastures also provide air and water

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 17-18, 2025

To: Chairperson and Members, Hawaiian Homes Commission

Through: Linda Chinn, Acting Administrator
Land Management Division

Ward "Kalei" Young, Supervising Land Agent
Land Management Division

From: Shelly Carreira, Land Agent
Land Management Division

Subject: Approval of Amendments to Right of Entry No. 717, State of Hawaii, Department of Land and Natural Resources, Waiohuli, Maui Island, TMK: (2) 2-2-002:014 (por.)

RECOMMENDED MOTION/ACTION:

A. That the Hawaiian Homes Commission approve amendments to Right of Entry No. 717 for the purpose of: (1) Amending the Exhibit "A" to reflect a boundary adjustment and identify the proposed Formally Used Defense Site (FUDS) area; (2) Include the Release of Liability - Waiohuli (Exhibit "B") requirement upon program registration; and (3) Extend the term for an additional twelve month period to continue axis deer population control activities on a portion of Hawaiian home lands located in Waiohuli, Maui Island, TMK: (2) 2-2-002:014, subject to the following conditions:

1. The attached Exhibit "A" map shall be in effect;

2. Delegate authority to the Chairperson to: (1) finalize the draft Release of Liability (Exhibit "B"); and (2) amend the Release of Liability, from time to time, as required;

3. The term shall be extended for an additional twelve (12) month period, commencing on December 15, 2025;

4. The processing and documentation fee, $150.00 shall be waived;

5. Except as amended herein, all of the terms, conditions, covenants, and provisions of Right of Entry No. 717 shall continue and remain in full force and effect; and

6. The amendment document shall be subject to review and approval of the Office of the Attorney General, State of Hawaii.

BACKGROUND/DISCUSSION:

Moderate to extreme drought conditions are ongoing and have caused axis deer to migrate into homestead parcels, pastures, agriculture lands, and developed areas in search of food and water thus resulting in loss of pasture vegetation, homestead agricultural crops, and economic loss. The axis deer control program under Right of Entry No. 717 (ROE 717) is a cooperative initiative between the Department of Hawaiian

Home Lands (DHHL) and the Department of Land and Natural Resources (DNLR), Division of Forestry and Wildlife (DOFAW) that provides population control measures through a DOFAW regulated hunting program. The program registration is available to DHHL Maui beneficiaries (lessees and applicants) during a specific time before becoming available to the public. Additionally, DHHL beneficiaries may register during the public registration period.

The ROE 717 is in alignment with the goals of the Governor's emergency and supplemental proclamations relating to axis deer. The proclamation provides emergency management functions that allow immediate preemptive and protective actions for controlling axis deer populations within the County of Maui, see Exhibit "C".

At its meeting of November 18, 2024, the Hawaiian Homes Commission (HHC) approved the issuance of the Second Amendment to Right of Entry No 717 (see Exhibit "D") for the purpose of extending the term for an additional 12-month period, commencing on December 15, 2024. The execution of the second amendment document was delayed due to information DHHL received from the U.S Army Corp of Engineers (USACE) regarding their findings of past military use at a portion of the subject TMK and their proposed Formally Used Defense Site (FUDS) designation.

DOFAW currently operates a public hunting program in a FUDS area on Hawaii island and therefore coordinated with DHHL on the Release of Liability document. Since the USACE process related to the proposed FUDS site is ongoing, the Commission's approval for delegating authority to the Chair to finalize the waiver language will allow time needed for final revisions and allow for potential future revisions, as required.

Approval of the recommended motion will amend the exhibit map and land area to exclude premises currently under General Lease No. 304, identify the proposed FUDS area, and include the Release of Liability for site access. This amendment will also allow DOFAW to continue axis deer population control activities and bring enforcement to an area where illegal hunting is a concern.

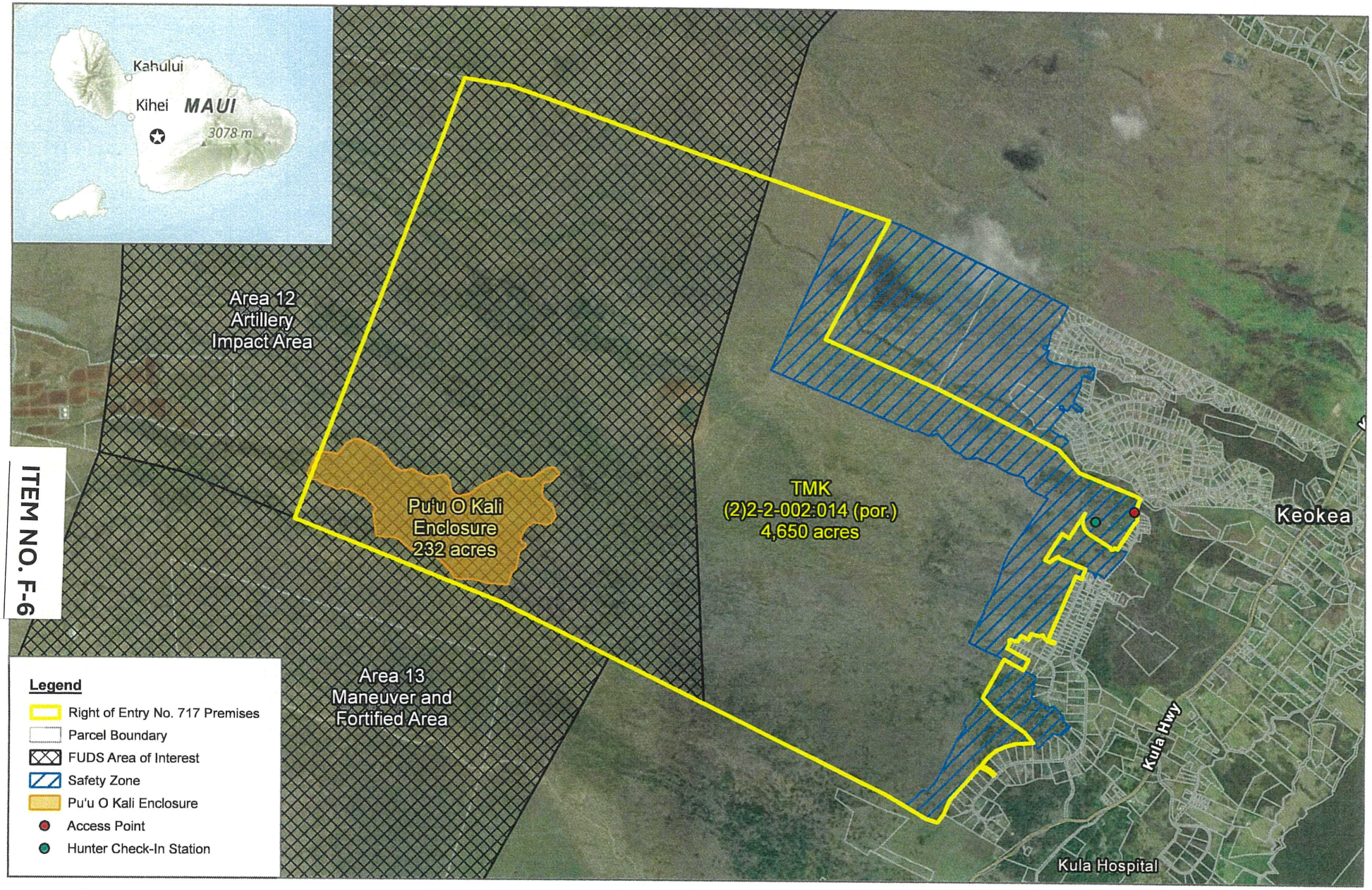
AUTHORIZATION:

§171-55, Hawaii Revised Statues, Permits

RECOMMENDATION:

Land Management Division respectfully recommends approval of the requested motion/action as stated.

ITEM NO. F-6
EXHIBIT "A"



Source: ESRI Imagery (Accessed 2025). Hawai'i Statewide GIS Program 2024, USACE 2025, DOFAW

HAWAIIAN HOME LANDS TRUST
Department of Hawaiian Home Lands

0 0.5 1 Miles

N

Exhibit A

DHHL Waiohuli/Keokea Control Unit

ROE No. 717

PLEASE READ CAREFULLY

Release of Liability - Waiohuli

I have requested the Department of Land and Natural Resources, Division of Forestry and Wildlife, in cooperation with the Department of Hawaiian Home Lands to allow myself to enter Waiohuli as part of the Axis Deer control program. I agree and acknowledge that my safety is at risk and that I accept full responsibility. I further acknowledge that I have been instructed to follow all safety instructions both written and verbal, and that I have familiarized myself with the 3Rs of Explosives Safety: Recognize, Retreat, and Report (https://3Rs.mil). I fully understand, and by my signature upon check-in acknowledge that:

(1) I understand that portions of Waiohuli have been identified as an area of interest by the United States Army Corps of Engineers for possible designation as Formerly Used Defense Site. This means that surface and subsurface UNEXPLODED ORDNANCE also known as UXO may be present, which pose risk of DANGEROUS AND UNSAFE conditions; that there may be hazardous conditions and ordnance on and under the surface of the Area; and that exploded ordnance may explode near me which COULD CAUSE INJURY OR DEATH.



Recognize – when you may have encountered a munition, and that munitions are dangerous.

Retreat – do not approach, touch, move, or disturb it, but carefully leave the area.

Report – call 911 and advise the police of what you saw and where you saw it.

(2) I understand that NO MEDICAL FACILITIES EXIST in Waiohuli. In the event of a serious or life-threatening injury, I understand that transport of myself to an emergency care facility, subject to the availability of the medical responders, will be at my own expense. I further understand that weather conditions or darkness may prohibit or prevent rescue operations which COULD CAUSE INJURY OR DEATH to me.

(3) I understand that the terrain in Waiohuli is extremely rough and rugged and I may be required to walk a significant distance, if injured, to access support.

I voluntarily ASSUME THE RISK OF INJURY OR LOSS, for myself or my property created by any conditions indicated in paragraphs (1) through (3) above or any unforeseeable conditions. With full knowledge of the hazards, I RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS the State of Hawai'i and their officers, agents, and employees, for death or injury to me or for damage to my property resulting from the hazardous conditions previously listed, or any unforeseeable conditions.

In consideration of the access which I have requested, I, for myself, my heirs, beneficiaries, executors, and administrators; REMISE, RELEASE, AND FOREVER DISCHARGE the State of Hawai'i, and their officers, agents and employees, acting in their official capacity with due diligence, from any and all claim(s), demand(s), or cause(s) of action on account of my injury or death or on account of any damage to my property which may occur from my negligence, the hazardous conditions previously listed, or any unforeseeable conditions, during access to Waiohuli or incident thereto.

ITEM NO. F-6

EXHIBIT "B"

OFFICE OF THE GOVERNOR
STATE OF HAWAI'I

TWENTY-THIRD PROCLAMATION
RELATING TO AXIS DEER

By the authority vested in me by the Constitution and laws of the State of Hawai'i, in order to provide relief for disaster damages, losses, and suffering, and to protect the health, safety, and welfare of the people, I, JOSH GREEN, M.D., Governor of the State of Hawai'i, hereby determine, designate and proclaim as follows:

WHEREAS, pursuant to Chapter 127A, Hawaii Revised Statutes (HRS), emergency powers are conferred on the Governor of the State of Hawai`i to respond to disasters or emergencies, to maintain the strength, resources, and economic life of the community, and to protect the public health, safety, and welfare; and

WHEREAS, on March 23, 2022, May 23, 2022, July 22, 2022, September 20, 2022, November 18, 2022, January 17, 2023, March 18, 2023, May 17, 2023, July 14, 2023, September 13, 2023, November 8, 2023, January 8, 2024, March 8, 2024, May 3, 2024, July 2, 2024, August 30, 2024, October 29, 2024, December 27, 2024, February 25, 2025, April 25, 2025, June 3, 2025, and July 29, 2025, Proclamations were issued declaring an emergency as a result of emergency conditions caused by the overpopulation of axis deer in the County of Maui; and

WHEREAS, the County of Maui was designated as a primary natural disaster area due to drought conditions by the U.S. Department of Agriculture in 2022, and continues to experience moderate to extreme drought conditions, according to data from the National Oceanic and Atmospheric Administration and the National Weather Service;

WHEREAS, despite ongoing efforts, axis deer have propagated to approximately 60,000 or more, which cannot currently be sustained by the environment in Maui County; and

WHEREAS, the axis deer population in Maui County has not been sufficiently reduced through hunting efforts alone; and

WHEREAS, the large number of axis deer in Maui County have devastated pasture forage and much of the vegetation that is already scarce due to persistent drought conditions; and

ITEM NO. F-6
EXHIBIT "C"

WHEREAS, the devastation of vegetation has forced wildlife, in particular axis deer in Maui County, to migrate into agricultural and developed areas seeking food and water; and

WHEREAS, the persistent drought conditions have continued to exacerbate the problems associated with the overpopulation of axis deer in Maui County; and

WHEREAS, in September 2022, the Hawaii Department of Agriculture (HDOA) opened an emergency loan program to assist farmers with the costs associated with the overpopulation of axis deer in Maui County, wherein the low-interest emergency loans will offer some relief for farmers and ranchers in managing their losses and assisting with the cost of fencing and other mitigation measures; and

WHEREAS, the ongoing drought underlying the axis deer crisis is anticipated to continue indefinitely, and farmers and ranchers will continue to suffer damages and economic losses due to the overpopulated axis deer encroaching and devastating their operations; and

WHEREAS, Maui County agricultural operations continue to suffer from harm and damage caused by starving axis deer; and

WHEREAS, as of September 2023, the Agricultural Loan Division of the HDOA reported that it processed a Three Hundred Fifty Thousand dollar emergency loan to assist a ranch on Maui; and

WHEREAS, as of September 2023, including the previously mentioned loan, the Agricultural Loan Division of the HDOA approved eight (8) loans under this program, totaling One Million One Hundred Forty Thousand Four Hundred Twenty dollars; and

WHEREAS, although the HDOA has not received any additional applications for the Axis Deer Emergency Loan program since the Eleventh Emergency Proclamation Relating to Axis Deer, the Loan Division still periodically receives inquiries; and

WHEREAS, the HDOA, through discussions with the Hawai'i Cattlemen's Council, still finds that axis deer present an emergency on certain islands in Hawai'i; and

WHEREAS, the HDOA has convened a Meat Processing task force regarding Act 54, Session Laws of Hawaii 2023, and the task force has met once to discuss the donation process. The HDOA is coordinating with the United States Department of Agriculture Safety and Inspection Services, Hawai'i Food Bank, and Maui Food Bank on

meat processing rules, regulations, and donations; and

WHEREAS, in November 2024, the Meat Processing task force awarded a contract to conduct a study to determine the feasibility and potential roadblocks to expand meat-processing capacity in the State to the University of Hawai'i;

WHEREAS, the Meat Processing task force is working towards a strategic framework to ensure safe and nutritious food products for consumers and to determine feasibility and potential roadblocks, has initiated a survey of hunting groups, food distributors, slaughterhouses, and meat processors;

WHEREAS, there are initiatives to increase the commercial slaughter of axis deer to help decrease the population and provide a sustainable food source;

WHEREAS, farmers and ranchers continue to require sufficient time to accurately assess the impacts that are being and will continue to be incurred by their respective operations in order to identify and quantify the level of financial support they will need to sustain their business and prevent a major loss and closure of agricultural operations in Maui County; and

WHEREAS, the effects of the large numbers of axis deer migrating into agricultural and developed areas include the possible spread of disease in the environment; and

WHEREAS, the high axis deer population comingling with livestock is suspected to be behind the largest bovine tuberculosis (bTB) outbreak on Molokai in the past 50 years; and

WHEREAS, the Hawaii Department of Land and Natural Resources has tested hundreds of animals, including axis deer, no positive results have been detected; and

WHEREAS, although control measures over the past years have minimized the potential for spread to and between livestock, axis deer can serve as a reservoir for infection and reinfection of livestock operations on Molokai and therefore reducing axis deer numbers is crucial to preventing further outbreaks; and

WHEREAS, techniques have been implemented to prevent infected axis deer from close contact with livestock, such as increasing fence heights, however, such measures are costly to farmers and ranchers; and

WHEREAS, continued mitigation procedures are required to control the bTB outbreak and salvage the economic viability and production of livestock on Molokai,

including the United States Department of Agriculture, Wildlife Services, will be conducting studies to determine the role and extent axis deer play in the current outbreak; and

WHEREAS, the Maui County Department of Agriculture finds that axis deer remain a major issue due to the competition for grass for food, land management leading to erosion and damage to reefs and coastal systems, threats to people as they encroach into urban areas unexpectedly, and threats to people as the herds of axis deer run through airport runways at Kalaupapa airport; and

WHEREAS, immediate measures to appreciably reduce and control axis deer populations in Maui County and to implement deer management strategies, including but not limited to, corralling of axis deer, culling of axis deer to sustainable levels, clearing vegetation along fence lines, and erecting and/or reinforcing or repairing fence lines to keep axis deer away from roadways, airports, and runways are needed to protect the health and welfare of the community; and

WHEREAS, DOFAW has been able to utilize the Emergency Proclamations to expeditiously respond to the axis deer overpopulation; and

WHEREAS, various axis deer mitigation measures have been, and continue to be implemented, including, but not limited to procuring fencing materials that are available nationwide but not locally, fence installation contracts, and other ungulate control equipment and devices for axis deer control projects; and

WHEREAS, spatially-explicit actions plans are being developed by DOFAW to assist landowners with tools and methods to identify appropriate harvest levels to discourage migration and increase of the axis deer population in the agricultural areas; and

WHEREAS, DOFAW have large, strategic deer fence construction projects in the works in West Maui; and

WHEREAS, DOFAW has a number of orders and purchases that are still in process and without the suspension of laws pursuant to this Proclamation, DOFAW requires several additional months of lead time to restart the procurement process; and

WHEREAS, DOFAW received a large amount of additional funding for 2024 specifically for axis deer control and needs to expend the appropriated funds in a timely and efficient manner; and

WHEREAS, DOFAW utilized the Fifteenth Emergency Proclamation, dated July 2, 2024, to submit contract approvals for three (3) strategic deer fences for Maui island, totaling over eleven (11) miles and order all materials for these three (3) fences; and

WHEREAS, DOFAW anticipates using any future emergency proclamation to obtain contracts for, materials for, and install additional deer fences across the landscape of Maui Nui; and

WHEREAS, DOFAW utilized the Fifteenth Emergency Proclamation, dated July 2, 2024, to purchase materials and supplies for remote trap fabrication for sixteen (16) traps; and

WHEREAS, DOFAW continues to conduct aerial shoot missions to remove axis deer from remote, hard to reach areas; and

WHEREAS, DOFAW continues its wildlife control permit program in the Department of Hawaiian Homelands Waiohuli/Keokea Unit and DOFAW reports that over three hundred fifty (350) axis deer have been removed by the general public and Department of Hawaiian Homelands beneficiaries between February 2024 and July 2024; and

WHEREAS, DOFAW anticipates utilizing future emergency proclamations to conduct and complete aerial axis deer surveys for the islands of Molokaʻi and Lānaʻi; and

WHEREAS, DOFAW received a large amount of funding from the Legislature for fiscal year 2025 specifically for axis deer management and the emergency proclamation(s) assist DOFAW in expending the appropriated funds in a timely and efficient manner; and

WHEREAS, in October 2024, DOFAW issued a request for proposals from private landowners to participate in targeted axis deer control on the islands of Maui, Molokaʻi, and Lānaʻi that closed on November 25, 2024, which is intended to provide a financial incentive to private landowners to remove axis deer from their land;

WHEREAS, DOFAW estimates that approximately Twenty-Two Thousand (22,000) axis deer were culled on Maui in 2024; and

WHEREAS, DOFAW finds that requiring Hawaiʻi Compliance Express compliance for landowners seeking to use the landowner incentive program has limited

participation from private landowners that could otherwise contribute significantly to axis deer population reduction; and

WHEREAS, DOFAW is finalizing a report on the amount of axis deer taken during 2024 and will release that report publicly in the near future; and

WHEREAS, DOFAW is still procuring and receiving the necessary parts for axis deer traps through the suspension of procurement laws; and

WHEREAS, DOFAW recommends that emergency operations under this Proclamation continue until there is a sustained effort to maintain island-wide harvest rates at no less than thirty (30) percent of the standing population until the population estimate is reduced to Sixteen Thousand (16,000) deer or at an acceptable level, whichever comes first; and

WHEREAS, without the suspension of laws pursuant to this Proclamation, the mitigation measures could not be implemented in an efficient and timely manner; and

WHEREAS, the current threat to the health, safety, and welfare of the people of Maui County caused from the axis deer overpopulation constitutes an emergency under section 127A-14, HRS, and warrants preemptive and protective actions;

NOW, THEREFORE, I, JOSH GREEN, M.D., Governor of the State of Hawai'i, hereby determine that an emergency or disaster contemplated by section 127A-14, HRS, has occurred in the County of Maui, State of Hawai'i, and do hereby authorize and invoke the following emergency provisions which are expressly invoked, if not already in effect upon this declaration of an emergency:

I. Invocation of Laws

Section 127A-12(b)(13), HRS, requiring each public utility, or any person owning, controlling, or operating a critical infrastructure, to protect and safeguard its or the person's property, or to provide for the protection and safeguarding thereof, and provide for the protection and safeguarding of all critical infrastructure and key resources; provided that without prejudice to the generality of the foregoing two clauses, the protecting or safeguarding may include the regulation or prohibition of public entry thereon, or the permission of the entry upon terms and conditions as I may prescribe.

Section 127A-12(b)(16), HRS, directing all state agencies and officers to cooperate and extend their services, materials, and facilities as may be required to assist in emergency response efforts.

Section 127A-16, HRS, by activating the Major Disaster Fund.

II. Deer Control

Pursuant to sections 127A-12 and 127A-13, HRS, the county and state agencies are to provide emergency relief and engage in emergency management functions as defined in section 127A-2, HRS, to enable planning and implementation of deer management strategies, including but not limited to, creating buffers and to erect, reinforce, or repair fence lines to keep the deer away from roadways, airports, and runways, taking action to immediately cull axis deer, and reducing the herds of axis deer to sustainable numbers, so as to provide protection and relief from damages, losses, and suffering caused by the emergency.

III. Suspension of Laws

The following specific provisions of law are suspended, as allowed by federal law, pursuant to sections 127A-12(b)(8) and 127A-13(a)(3), HRS, to the extent that the law impedes or tends to impede or be detrimental to the expeditious and efficient execution of, or to conflict with, emergency functions, including laws which by this chapter specifically are made applicable to emergency personnel:

Chapter 6E, HRS, **historic preservation**, to the extent that compliance requires additional time detrimental to the expeditious and efficient execution of emergency actions.

Section 37-41, HRS, **appropriations to revert to state treasury; exceptions**, to the extent that appropriations lapse at the end of the fiscal year prior to completion of the emergency actions.

Section 37-74(d), HRS, **program execution**, except for sub-sections 37-74(d)(2) and 37-74(d)(3), HRS, and any such transfers or changes considered to be authorized transfers or changes for purposes of section 34-74(d)(1) for legislative reporting requirements, to the extent that legislative authorization would likely delay appropriation transfers or changes between programs to provide necessary funding to complete the emergency actions.

Section 40-66, HRS, **lapsing of appropriations**, to the extent that the timing of the procurement of the construction of the emergency permanent repairs may occur the fiscal year following the original emergency proclamation.

Chapter 46, HRS, **county organization and administration**, as any county ordinance, rule, regulation, law, or provision in any form applies to any county permitting, licensing, zoning, variance, processes, procedures, fees, or any other requirements that hinder, delay, or impede efforts to implement deer management strategies, including, but not limited to clearing vegetation from fence lines to create a buffer against the axis deer under this Proclamation, to the extent that compliance results in any delays involved in securing County permits. These would include but not be limited to chapter 20.08, Maui County Code, **soil erosion and sedimentation control,** chapter 12-302, Rules for the Molokai Planning Commission, **special management area rules**, chapter 12-402 Rules for the Lanai Planning Commission, **special management area rules**, and chapter 12-202, Rules of the Maui Planning Commission, **special management area rules**.

Chapter 89, HRS, **collective bargaining in public employment,** to the extent that compliance with this chapter requires additional time detrimental to the expeditious and efficient execution of emergency actions.

Chapter 89C, HRS, **public officers and employees excluded from collective bargaining,** to the extent that compliance with this chapter requires additional time detrimental to the expeditious and efficient execution of emergency actions.

Section 103-2, HRS, **general fund**, to the extent that compliance results in any additional delays.

Section 103-53, HRS, **contracts with the State or counties; tax clearances, assignments**, to the extent necessary to waive the Internal Revenue Service (IRS) tax clearance requirement.

Section 103-55, HRS, **wages, hours, and working conditions of employees of contractors performing services**, to the extent that compliance results in any additional delays.

Chapter 103D, HRS, **Hawaii public procurement code**, to the extent that compliance results in any additional delays involved in meeting procurement

requirements for selecting contractors in a timely manner to respond to emergency situations.

Chapter 104, HRS, **wages and hours of employees on public works**, to the extent that compliance with this chapter requires additional time detrimental to the expeditious and efficient execution of emergency actions.

Sections 105-1 to 105-10, HRS, **use of government vehicles, limitations,** to the extent that compliance with this chapter requires additional time detrimental to the expeditious and efficient execution of emergency actions.

Section 127A-30, HRS, **rental or sale of essential commodities during a state of emergency; prohibition against price increases**, because the automatic invocation of this provision is not needed for this emergency. The invocations and suspensions of section 127A-30, HRS, contained in any other emergency proclamation are not affected by this Proclamation.

Chapter 183D, HRS, **wildlife**, and chapter 13-124, Hawaii Administrative Rules (HAR), **indigenous wildlife, endangered and threatened wildlife and introduced wild birds,** to the extent that compliance results in any delays involved in implementation of axis deer management planning or activities or requires additional time detrimental to the expeditious and efficient execution of emergency actions.

Chapter 205A, Part II, HRS, **coastal zone management**, to the extent that compliance results in any additional delays involved with securing approvals from the counties or the Department of Land and Natural Resources for work within the special management area.

Chapter 342D, HRS, **water pollution**, and chapters 11-54, **water quality standards**, and 11-55, HAR, **water pollution control**, to the extent that compliance requires additional time detrimental to the expeditious and efficient execution of emergency actions.

Chapter 342H, HRS, **solid waste pollution**, and chapter 11-58.1, HAR, **solid waste management control**, to the extent that compliance requires additional time detrimental to the expeditious and efficient execution of emergency actions.

Chapter 343, HRS, **environmental impact statements,** and chapter 11-200.1, HAR, **environmental impact statement rules**, to the extent that compliance results in any additional delays involved with the environmental review process.

IV. Severability

If any provision of this Proclamation is rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted, and the remainder of this Proclamation and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

V. Enforcement

No provision of this Proclamation, or any rule or regulation hereunder, shall be construed as authorizing any private right of action to enforce any requirement of this Proclamation, or of any rule or regulation. Unless the Governor, Director of Emergency Management, or their designee issues an express order to a non-judicial public officer, no provision of this Proclamation, or any rule or regulation hereunder, shall be construed as imposing any ministerial duty upon any non-judicial public officer and shall not bind the officer to any specific course of action or planning in response to the emergency or interfere with the officer's authority to utilize his or her discretion.

I FURTHER DECLARE that the disaster emergency relief period shall commence immediately and continue through November 21, 2025, unless terminated or superseded by separate proclamation, whichever shall occur first. Following the termination of a disaster emergency relief period, any contracts, agreements, procurements, programs, or employment of personnel entered into, started, amended, or continued by reason of the provisions of the proclamation relating to this emergency shall continue in full force and effect to the extent allowed by law.

Done at the State Capitol, this
23rd day of September, 2025

JOSH GREEN, M.D.,
Governor of Hawai'i

APPROVED:

Anne E. Lopez

Anne E. Lopez
Attorney General
State of Hawai'i

MOTION/ACTION

Moved by Commissioner Neves, seconded by Commissioner Lasua, to approve the motion as stated in the submittal						
Commissioner	1	2	AYE (YES)	A'OLE (NO)	KANALUA ABSTAIN	EXCUSED
Commissioner Freitas			X			
Commissioner Kaleikini			X			
Commissioner Kalepa			X			
Commissioner Kaneakua			X			
Commissioner Lasua		X	X			
Commissioner Marfil			X			
Commissioner Namu'o						X
Commissioner Neves	X		X			
Chairman Watson			X			
TOTAL VOTE COUNT			8			
MOTION: [X] UNANIMOUS [ ] PASSED [ ] DEFERRED [ ] FAILED Motion passed unanimously, Eight (8) Yes votes.						

ITEM F-2 **Approval to Issue Second Amendments to Right of Entry Permit No. 717, State of Hawaii Department of Land and Natural Resources, Waiohuli, Maui Island, TMK: (2) 2-2-002:014 (por.)**

RECOMMEND MOTION/ACTION

Land Agent Shelly Carreira presented the following:
Motion that the Hawaiian Homes Commission approve a second amendment to Right of Entry Permit No. 717, issued to the State of Hawaii Department of Land and Natural Resources. This amendment extended the permit for an additional 12 months to continue conducting axis deer population control activities on Hawaiian homelands in Waiohuli, Maui. The conditions for approval were outlined in the submittal item.

MOTION/ACTION

Moved by Commissioner Kalepa, seconded by Commissioner Neves, to approve the motion as stated in the submittal						
Commissioner	1	2	AYE (YES)	A'OLE (NO)	KANALUA ABSTAIN	EXCUSED
Commissioner Freitas			X			
Commissioner Kaleikini			X			
Commissioner Kalepa	X		X			
Commissioner Kaneakua			X			
Commissioner Lasua			X			
Commissioner Marfil			X			
Commissioner Namu'o						X
Commissioner Neves		X	X			
Chairman Watson			X			
TOTAL VOTE COUNT			8			
MOTION: [X] UNANIMOUS [ ] PASSED [ ] DEFERRED [ ] FAILED Motion passed unanimously, Eight (8) Yes votes.						

ITEM NO. F-6
EXHIBIT "D"

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 18-19, 2024

To: Chairman and Members, Hawaiian Homes Commission

Through: Linda Chinn, Acting Administrator
Land Management Division

Ward "Kalei" Young, Supervising Land Agent
Land Management Division

From: Shelly Carreira, Land Agent
Land Management Division

Subject: Approval to Issue Second Amendment to Right of Entry No. 717, State of Hawaii, Department of Land and Natural Resources, Waiohuli, Maui Island, TMK: (2) 2-2-002:014 (por.)

RECOMMENDED MOTION/ACTION:

That the Hawaiian Homes Commission (HHC) approve the Second Amendment to Right of Entry Permit No. 717 issued to the State of Hawaii, Department of Land and Natural Resources for an additional twelve (12) month period to continue conducting axis deer population control activities on a portion of Hawaiian home lands located in Waiohuli, Maui Island, TMK: (2) 2-2-002:014.

Approval of the first amendment is subject, but not limited to the following conditions:

1. Ther term shall be extended for an additional twelve (12) month period, commencing on December 15, 2024;

2. The processing and documentation fee, $150.00 shall be waived;

3. Except as amended herein, all of the terms, conditions, covenants, and provisions of Right of Entry No. 717 and the first amendment shall continue and remain in full force and effect; and

4. The amendment document shall be subject to review and approval of the Office of the Attorney General, State of Hawaii.

LOCATION:

Portion of Hawaiian home lands situated in Waiohuli, Island of Maui, identified as Tax Map Key: (2) 2-2-002:014 and related safety zones (Exhibit "A")

BACKGROUND/DISCUSSION:

Due to moderate to extreme drought conditions, axis deer have migrated into homestead parcels, pastures, agriculture lands, and developed areas in search of food and water thus resulting in loss of pasture vegetation, homestead agricultural crops, and economic loss. The Governor of the State of Hawaii has

issued multiple emergency and supplemental proclamations relating to axis deer. These proclamations provided emergency management functions that allow immediate preemptive and protective actions for controlling axis deer populations within the County of Maui, see Exhibit "B".

The axis deer control program under ROE 717 is a cooperative initiative between the Department of Hawaiian Home Lands (DHHL) and the Department of Land and Natural Resources (DNLR), Division of Forestry and Wildlife (DOFAW) that provides population control measures through a DLNR regulated hunting program that is available to DHHL Maui beneficiaries (lessees and applicants) before becoming available to the public, see Exhibit "C". On November 20, 2023 the HHC approved amending the term of ROE 717 for an additional 12-month period and the map exhibit to expand the safety zone areas, see Exhibit "D".

DLNR DOFAW reports six hundred thirty (630) deer have been harvested from the subject parcel during January 2024 - October 2024. DLNR is requesting a term extension to ROE 717.

Approval on the second amendment will allow axis deer population control activities to continue for an additional 12-month period.

AUTHORIZATION:

§171-55, Hawaii Revised Statues, Permits

RECOMMENDATION:

Land Management Division respectfully recommends approval of the requested motion/action as stated.

EXHIBIT "A"

DHHL Waiohuli/Keokea Control Unit

ITEM NO. F-2

EXHIBIT "A"

OFFICE OF THE GOVERNOR
STATE OF HAWAI'I

SEVENTEENTH PROCLAMATION
RELATING TO AXIS DEER

By the authority vested in me by the Constitution and laws of the State of Hawai'i, in order to provide relief for disaster damages, losses, and suffering, and to protect the health, safety, and welfare of the people, I, JOSH GREEN, M.D., Governor of the State of Hawai'i, hereby determine, designate and proclaim as follows:

WHEREAS, pursuant to Chapter 127A, Hawaii Revised Statutes (HRS), emergency powers are conferred on the Governor of the State of Hawai`i to respond to disasters or emergencies, to maintain the strength, resources, and economic life of the community, and to protect the public health, safety, and welfare; and

WHEREAS, on March 23, 2022, May 23, 2022, July 22, 2022, September 20, 2022, November 18, 2022, January 17, 2023, March 18, 2023, May 17, 2023, July 14, 2023, September 13, 2023, November 8, 2023, January 8, 2024, March 8, 2024, May 3, 2024, July 2, 2024, and August 30, 2024, Proclamations were issued declaring an emergency as a result of emergency conditions caused by the overpopulation of axis deer in the County of Maui; and

WHEREAS, the County of Maui was designated as a primary natural disaster area due to drought conditions by the U.S. Department of Agriculture in 2022, and continues to experience moderate to extreme drought conditions, according to data from the National Oceanic and Atmospheric Administration and the National Weather Service;

WHEREAS, despite ongoing efforts, axis deer have propagated to approximately 60,000 or more, which cannot currently be sustained by the environment in Maui County; and

WHEREAS, the axis deer population in Maui County has not been sufficiently reduced through hunting efforts alone; and

WHEREAS, the large number of axis deer in Maui County have devastated pasture forage and much of the vegetation that is already scarce due to persistent drought conditions; and

ITEM NO. F-2
EXHIBIT "B"

WHEREAS, the devastation of vegetation has forced wildlife, in particular axis deer in Maui County, to migrate into agricultural and developed areas seeking food and water; and

WHEREAS, the persistent drought conditions have continued to exacerbate the problems associated with the overpopulation of axis deer in Maui County; and

WHEREAS, in September 2022, the Hawaii Department of Agriculture (HDOA) opened an emergency loan program to assist farmers with the costs associated with the overpopulation of axis deer in Maui County, wherein the low-interest emergency loans will offer some relief for farmers and ranchers in managing their losses and assisting with the cost of fencing and other mitigation measures; and

WHEREAS, the ongoing drought underlying the axis deer crisis is anticipated to continue indefinitely, and farmers and ranchers will continue to suffer damages and economic losses due to the overpopulated axis deer encroaching and devastating their operations; and

WHEREAS, Maui County agricultural operations continue to suffer from harm and damage caused by starving axis deer; and

WHEREAS, as of September 2023, the Agricultural Loan Division of the HDOA reported that it processed a Three Hundred Fifty Thousand dollar emergency loan to assist a ranch on Maui; and

WHEREAS, as of September 2023, including the previously mentioned loan, the Agricultural Loan Division of the HDOA approved eight (8) loans under this program, totaling One Million One Hundred Forty Thousand Four Hundred Twenty dollars; and

WHEREAS, although the HDOA has not received any additional applications for the Axis Deer Emergency Loan program since the Eleventh Emergency Proclamation Relating to Axis Deer, the Loan Division still periodically receives inquiries; and

WHEREAS, the HDOA, through discussions with the Hawai'i Cattlemen's Council, still finds that axis deer present an emergency on certain islands in Hawai'i; and

WHEREAS, the HDOA is currently working on Act 54 for Session Laws Hawai'i 2023, relating to wild game meat donation and processing;

WHEREAS, the HDOA has convened a task force regarding Act 54 and the task force has met once to discuss the donation process. The HDOA is coordinating with the United States Department of Agriculture Safety and Inspection Services, Hawai'i Food Bank, and Maui Food Bank on meat processing rules, regulations, and donations; and

WHEREAS, there are initiatives to increase the commercial slaughter of axis deer to help decrease the population and provide a sustainable food source;

WHEREAS, farmers and ranchers continue to require sufficient time to accurately assess the impacts that are being and will continue to be incurred by their respective operations in order to identify and quantify the level of financial support they will need to sustain their business and prevent a major loss and closure of agricultural operations in Maui County; and

WHEREAS, the effects of the large numbers of axis deer migrating into agricultural and developed areas include the possible spread of disease in the environment; and

WHEREAS, the high axis deer population comingling with livestock is suspected to be behind the largest bovine tuberculosis (bTB) outbreak on Molokai in the past 50 years; and

WHEREAS, the Hawaii Department of Land and Natural Resources has tested hundreds of animals, including axis deer, no positive results have been detected; and

WHEREAS, although control measures over the past year have minimized the potential for spread to and between livestock, axis deer can serve as a reservoir for infection and reinfection of livestock operations on Molokai and therefore reducing axis deer numbers is crucial to preventing further outbreaks; and

WHEREAS, techniques have been implemented to prevent infected axis deer from close contact with livestock, such as increasing fence heights, however, such measures are costly to farmers and ranchers; and

WHEREAS, continued mitigation procedures are required to control the bTB outbreak and salvage the economic viability and production of livestock on Molokai, including the United States Department of Agriculture, Wildlife Services, will be conducting studies to determine the role and extent axis deer play in the current outbreak; and

WHEREAS, the Maui County Department of Agriculture finds that axis deer remain a major issue due to the competition for grass for food, land management leading to erosion and damage to reefs and coastal systems, threats to people as they encroach into urban areas unexpectedly, and threats to people as the herds of axis deer run through airport runways at Kalaupapa airport; and

WHEREAS, immediate measures to appreciably reduce and control axis deer populations in Maui County and to implement deer management strategies, including but not limited to, corralling of axis deer, culling of axis deer to sustainable levels, clearing vegetation along fence lines, and erecting and/or reinforcing or repairing fence lines to keep axis deer away from roadways, airports, and runways are needed to protect the health and welfare of the community; and

WHEREAS, DOFAW has been able to utilize the Emergency Proclamations to expeditiously respond to the axis deer overpopulation; and

WHEREAS, various axis deer mitigation measures have been, and continue to be implemented, including, but not limited to procuring fencing materials that are available nationwide but not locally, fence installation contracts, and other ungulate control equipment and devices for axis deer control projects; and

WHEREAS, spatially-explicit actions plans are being developed by DOFAW to assist landowners with tools and methods to identify appropriate harvest levels to discourage migration and increase of the axis deer population in the agricultural areas; and

WHEREAS, DOFAW have large, strategic deer fence construction projects in the works in West Maui; and

WHEREAS, DOFAW has a number of orders and purchases that are still in process and without the suspension of laws pursuant to this Proclamation, DOFAW requires several additional months of lead time to restart the procurement process; and

WHEREAS, DOFAW received a large amount of additional funding for 2024 specifically for axis deer control and needs to expend the appropriated funds in a timely and efficient manner; and

WHEREAS, DOFAW utilized the Fifteenth Emergency Proclamation, dated July 2, 2024, to submit contract approvals for three (3) strategic deer fences for Maui island,

totaling over eleven (11) miles and order all materials for these three (3) fences; and

WHEREAS, DOFAW anticipates using any future emergency proclamation to obtain contracts for, materials for, and install additional deer fences across the landscape of Maui Nui; and

WHEREAS, DOFAW utilized the Fifteenth Emergency Proclamation, dated July 2, 2024, to purchase materials and supplies for remote trap fabrication for sixteen (16) traps; and

WHEREAS, DOFAW continues to conduct aerial shoot missions to remove axis deer from remote, hard to reach areas; and

WHEREAS, DOFAW continues its wildlife control permit program in the Department of Hawaiian Homelands Waiohuli/Keokea Unit and DOFAW reports that over three hundred fifty (350) axis deer have been removed by the general public and Department of Hawaiian Homelands beneficiaries between February 2024 and July 2024; and

WHEREAS, DOFAW anticipates utilizing future emergency proclamations to conduct and complete aerial axis deer surveys for the islands of Molokaʻi and Lānaʻi; and

WHEREAS, DOFAW received a large amount of funding from the Legislature for fiscal year 2025 specifically for axis deer management and the emergency proclamation(s) assist DOFAW in expending the appropriated funds in a timely and efficient manner; and

WHEREAS, without the suspension of laws pursuant to this Proclamation, the mitigation measures could not be implemented in an efficient and timely manner; and

WHEREAS, the current threat to the health, safety, and welfare of the people of Maui County caused from the axis deer overpopulation constitutes an emergency under section 127A-14, HRS, and warrants preemptive and protective actions;

NOW, THEREFORE, I, JOSH GREEN, M.D., Governor of the State of Hawaiʻi, hereby determine that an emergency or disaster contemplated by section 127A-14, HRS, has occurred in the County of Maui, State of Hawaiʻi, and do hereby authorize and

invoke the following emergency provisions which are expressly invoked, if not already in effect upon this declaration of an emergency:

I. Invocation of Laws

Section 127A-12(b)(13), HRS, requiring each public utility, or any person owning, controlling, or operating a critical infrastructure, to protect and safeguard its or the person's property, or to provide for the protection and safeguarding thereof, and provide for the protection and safeguarding of all critical infrastructure and key resources; provided that without prejudice to the generality of the foregoing two clauses, the protecting or safeguarding may include the regulation or prohibition of public entry thereon, or the permission of the entry upon terms and conditions as I may prescribe.

Section 127A-12(b)(16), HRS, directing all state agencies and officers to cooperate and extend their services, materials, and facilities as may be required to assist in emergency response efforts.

Section 127A-16, HRS, by activating the Major Disaster Fund.

II. Deer Control

Pursuant to sections 127A-12 and 127A-13, HRS, the county and state agencies are to provide emergency relief and engage in emergency management functions as defined in section 127A-2, HRS, to enable planning and implementation of deer management strategies, including but not limited to, creating buffers and to erect, reinforce, or repair fence lines to keep the deer away from roadways, airports, and runways, taking action to immediately cull axis deer, and reducing the herds of axis deer to sustainable numbers, so as to provide protection and relief from damages, losses, and suffering caused by the emergency.

III. Suspension of Laws

The following specific provisions of law are suspended, as allowed by federal law, pursuant to sections 127A-12(b)(8) and 127A-13(a)(3), HRS, to the extent that the law impedes or tends to impede or be detrimental to the expeditious and efficient execution of, or to conflict with, emergency functions, including laws which by this chapter specifically are made applicable to emergency personnel:

Chapter 6E, HRS, **historic preservation**, to the extent that compliance requires additional time detrimental to the expeditious and efficient execution of emergency actions.

Section 37-41, HRS, **appropriations to revert to state treasury; exceptions**, to the extent that appropriations lapse at the end of the fiscal year prior to completion of the emergency actions.

Section 37-74(d), HRS, **program execution**, except for sub-sections 37-74(d)(2) and 37-74(d)(3), HRS, and any such transfers or changes considered to be authorized transfers or changes for purposes of section 34-74(d)(1) for legislative reporting requirements, to the extent that legislative authorization would likely delay appropriation transfers or changes between programs to provide necessary funding to complete the emergency actions.

Section 40-66, HRS, **lapsing of appropriations**, to the extent that the timing of the procurement of the construction of the emergency permanent repairs may occur the fiscal year following the original emergency proclamation.

Chapter 46, HRS, **county organization and administration**, as any county ordinance, rule, regulation, law, or provision in any form applies to any county permitting, licensing, zoning, variance, processes, procedures, fees, or any other requirements that hinder, delay, or impede efforts to implement deer management strategies, including, but not limited to clearing vegetation from fence lines to create a buffer against the axis deer under this Proclamation, to the extent that compliance results in any delays involved in securing County permits. These would include but not be limited to chapter 20.08, Maui County Code, **soil erosion and sedimentation control,** chapter 12-302, Rules for the Molokai Planning Commission, **special management area rules**, chapter 12-402 Rules for the Lanai Planning Commission, **special management area rules**, and chapter 12-202, Rules of the Maui Planning Commission, **special management area rules**.

Chapter 89, HRS, **collective bargaining in public employment,** to the extent that compliance with this chapter requires additional time detrimental to the expeditious and efficient execution of emergency actions.

Chapter 89C, HRS, **public officers and employees excluded from collective bargaining,** to the extent that compliance with this chapter requires additional time detrimental to the expeditious and efficient execution of emergency actions.

Section 103-2, HRS, **general fund**, to the extent that compliance results in any additional delays.

Section 103-53, HRS, **contracts with the State or counties; tax clearances, assignments**, to the extent necessary to waive the Internal Revenue Service (IRS) tax clearance requirement.

Section 103-55, HRS, **wages, hours, and working conditions of employees of contractors performing services**, to the extent that compliance results in any additional delays.

Chapter 103D, HRS, **Hawaii public procurement code**, to the extent that compliance results in any additional delays involved in meeting procurement requirements for selecting contractors in a timely manner to respond to emergency situations.

Chapter 104, HRS, **wages and hours of employees on public works**, to the extent that compliance with this chapter requires additional time detrimental to the expeditious and efficient execution of emergency actions.

Sections 105-1 to 105-10, HRS, **use of government vehicles, limitations,** to the extent that compliance with this chapter requires additional time detrimental to the expeditious and efficient execution of emergency actions.

Section 127A-30, HRS, **rental or sale of essential commodities during a state of emergency; prohibition against price increases**, because the automatic invocation of this provision is not needed for this emergency. The invocations and suspensions of section 127A-30, HRS, contained in any other emergency proclamation are not affected by this Proclamation.

Chapter 183D, HRS, **wildlife**, and chapter 13-124, Hawaii Administrative Rules (HAR), **indigenous wildlife, endangered and threatened wildlife and introduced wild birds,** to the extent that compliance results in any delays involved in implementation of axis deer management planning or activities or requires additional time detrimental to the expeditious and efficient execution of emergency actions.

Chapter 205A, Part II, HRS, **coastal zone management**, to the extent that compliance results in any additional delays involved with securing approvals from the counties or the Department of Land and Natural Resources for work within the special management area.

Chapter 342D, HRS, **water pollution**, and chapters 11-54, **water quality standards**, and 11-55, HAR, **water pollution control**, to the extent that compliance requires additional time detrimental to the expeditious and efficient execution of emergency actions.

Chapter 342H, HRS, **solid waste pollution**, and chapter 11-58.1, HAR, **solid waste management control**, to the extent that compliance requires additional time detrimental to the expeditious and efficient execution of emergency actions.

Chapter 343, HRS, **environmental impact statements,** and chapter 11-200.1, HAR, **environmental impact statement rules**, to the extent that compliance results in any additional delays involved with the environmental review process.

IV. Severability

If any provision of this Proclamation is rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted, and the remainder of this Proclamation and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

V. Enforcement

No provision of this Proclamation, or any rule or regulation hereunder, shall be construed as authorizing any private right of action to enforce any requirement of this Proclamation, or of any rule or regulation. Unless the Governor, Director of Emergency Management, or their designee issues an express order to a non-judicial public officer, no provision of this Proclamation, or any rule or regulation hereunder, shall be construed as imposing any ministerial duty upon any non-judicial public officer and shall not bind the officer to any specific course of action or planning in response to the emergency or interfere with the officer's authority to utilize his or her discretion.

I FURTHER DECLARE that the disaster emergency relief period shall commence immediately and continue through December 28, 2024, unless terminated or superseded by separate proclamation, whichever shall occur first.

Done at the State Capitol, this
29th day of October, 2024

JOSH GREEN, M.D.,
Governor of Hawai'i

APPROVED:

Anne E. Lopez

Anne E. Lopez
Attorney General
State of Hawai'i

STATE OF HAWAI'I
DEPARTMENT OF HAWAIIAN HOME LANDS

RIGHT-OF-ENTRY NO. 717

This Right-of-Entry ("ROE") No. 717 is dated and effective as of this 15th day of December, 2022, by and between the State of Hawaii, DEPARTMENT OF HAWAIIAN HOME LANDS, whose place of business is 91-5420 Kapolei Parkway, Kapolei, Hawai'i, 96707, and whose mailing address is P. O. Box 1879, Honolulu, Hawaii 96805, hereinafter as "PERMITTOR," and State of Hawaii, by its Board of Land and Natural Resources, whose address is 1151 Punchbowl Street, Honolulu, Hawai'i 96813, hereinafter the "PERMITTEE."

PERMITTOR hereby grants to PERMITTEE a ROE upon that certain parcel of Hawaiian home lands in Waiohuli, Island of Maui, Hawai'i, for the non-exclusive, use of approximately 4,847 acres of Hawaiian Home Lands, identified as Tax Map Key No. (2) 2-2-002:014 and designated safety zones and access which are hereinafter referred to collectively as the "Premises," as further described in the site plan rendering attached hereto as Exhibit "A", subject to the following conditions:

1. TERM. The term of the ROE shall be month-to-month up to twelve (12) months, commencing upon execution of the ROE document. This ROE may be terminated by PERMITTOR or PERMITTEE at PERMITTOR's and PERMITTEE's sole discretion for any reason whatsoever, at any time during the twelve (12) month period, upon thirty (30) days advance notice in writing to either party;

2. PERMITTED USE. The Premises shall be used for the purpose of axis deer population control activities, as indicated in this ROE and further described in the attached hunting control Memorandum of Understanding (MOU) through which PERMITTOR and PERMITTEE shall conduct the described hunting control activities, which is attached as Exhibit "B". No other uses or sub-tenancy shall be permitted without the express written approval of PERMITTOR. PERMITTEE'S use shall comply with all applicable governmental laws, regulations, rules and permitting requirements, pertaining to such use. No member of the public or DHHL beneficiary entering the Premises under the authority of this ROE and the MOU to conduct control activities shall be permitted any

ITEM NO. F-2
EXHIBIT "C"

other use of the Premises aside from those described in the MOU;

3. FEE. The fee for the use of this ROE shall be gratis and the standard nonrefundable processing and documentation fee of $175.00 shall be waived;

4. CONSTRUCTION AND MAINTENANCE. During the period of the ROE, PERMITTEE shall keep the Premises and all improvements thereon in a strictly clean, 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. PERMITTEE shall comply with all rules, regulations, ordinances and laws of the State of Hawai'i and any other municipal and federal government authority applicable to the Premises and the improvements thereon;

5. RIGHT TO ENTER. PERMITTEE shall allow PERMITTOR, and the agents and representatives thereof, at all reasonable times, free access to the Premises for the purpose of examining the same and 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 the use and enjoyment of the Premises by PERMITTEE and any entrants to the Premises if legally admitted in accordance with the MOU;

6. NO TRANSFER, MORTGAGE, AND SUBLEASE. This ROE shall be non-transferable, and PERMITTEE 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;

7. EXPIRATION. Upon the expiration of the ROE, or its sooner termination as herein provided, PERMITTEE shall peaceably and quietly leave and surrender and deliver up to PERMITTOR possession of the Premises. This includes the clean-up and removal of all tools, equipment, improvements brought or placed upon the Premises, and other property belonging to PERMITTEE during the term of this ROE, if any, but shall not apply in regard to axis deer carcasses or personalty of removal and control participants or entrants unless expressly indicated in the MOU or by PERMITTEE;

8. TERMINATION/ABANDONMENT. Upon termination or abandonment of the specified purposes for which this ROE is granted, all interests granted by this ROE shall revert to PERMITTOR;

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

10. SELF-INSURANCE. The State of Hawai'i, as a sovereignty, is self-insured and therefore insurance, including but not limited to, public liability, property damage, and fire, is not required;

11. NON-DISCRIMINATION. The use and enjoyment of the Premises shall not be in support of any policy which discriminates against anyone based upon race, creed, color, sex, national origin, religion, marital status, familial status, ancestry, physical handicap, disability, age, or HIV (human immunodeficiency virus) infection.

12. PERMITTEE'S RESPONSIBILITIES. The PERMITTEE shall be responsible for injury caused by the PERMITTEE'S officers and employees in the course and scope of their employment to the extent that the PERMITTEE'S liability for such damage or injury has been determined by a court or otherwise agreed to by the PERMITTEE. The PERMITTEE shall pay for such damage and injury to the extent permitted by law provided that an appropriation is enacted and funds have been encumbered and released for the purpose;

13. PERMITTOR'S RESPONSIBILITIES. The PERMITTOR shall be responsible for injury caused by the PERMITTOR'S officers and employees in the course and scope of their employment to the extent that the PERMITTOR'S liability for such damage or injury has been determined by a court or otherwise agreed to by the PERMITTOR. The PERMITTOR shall pay for such damage and injury to the extent permitted by law provided that an appropriation is enacted and funds have been encumbered and released for the purpose;

14. HAZARDOUS MATERIAL. PERMITTEE, to the best of its ability, shall not cause or permit the escape, disposal, or release of any hazardous materials. PERMITTEE shall not allow the storage or use of such materials 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.

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, and 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 ("PCBs"), 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;

Furthermore, deer carcasses shall not be considered as hazardous materials.

15. PERMITTEE'S FINANCIAL OBLIGATION AND COMMITMENT. PERMITTEE's financial obligation and commitment to make payments or reimbursements of any kind under this ROE shall be contingent upon the availability and allotment by the Director of the Department of Budget and Finance of public funds to the Department of Land and Natural Resources to make such payment or reimbursement

16. SPECIAL CONDITIONS.

A. PERMITTEE shall conduct activities to control axis deer;

B. PERMITTEE acknowledges that PERMITTOR has not made and will not make, any representation or warranty, implied or otherwise, with respect to the condition of the Premises or their suitability for control activities of axis deer. PERMITTEE accepts that entry upon the lands is with full assumption of all risks and consequences thereof;

C. PERMITTEE acknowledges and agrees that axis deer control activities will not commence until after the development and implementation of the axis deer removal plan designed by PERMITTOR and respective approving authorities;

D. Entry under this ROE is limited to PERMITTEE's employees, partners, agents, contractors, and subcontractors solely for conducting the purpose stated in the attached MOU and herein. All employees, contractors, and other parties who are authorized by PERMITTEE must be identified in writing to PERMITTOR prior to access to the Premises;

E. PERMITTEE shall exercise due care and diligence to prevent injury to persons and damage to property belonging to the PERMITTOR;

F. All archaeological/cultural sites noted on the Premises shall be respected, protected, and preserved; and

G. This ROE is subject to other terms and conditions that may be deemed prudent by the Chairman of the Hawaiian Homes Commission and approved by the PERMITTEE.

17. SEVERABILITY. Whenever possible, each provision of the ROE shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the ROE should be prohibited or invalidated under applicable law or for any other reason, such provision shall not invalidate any other portion of the ROE;

18. SINGULAR/PLURAL. The singular and plural depend on their appropriate use;

19. ENTIRE AGREEMENT. This ROE, exhibits, and any agreed amendments thereto, constitute the entire agreement of the parties and all covenants, promises, representations, and agreements existing are contained herein, and shall be binding upon, apply, and inure to the benefit of the successors of PERMITTEE and PERMITTOR;

20. REPRESENTATIONS. PERMITTEE agrees that it has executed this ROE as a result of its own inspection of the Premises and the vicinity in and around the Premises and not as a

result of any representation made by PERMITTOR or its employees or agents;

21. MISCELLANEOUS.

a. CONSENT. Whenever under the terms of this Agreement the consent or approval of either party shall be required, such consent or approval shall not be unreasonably or arbitrarily withheld. If the party receiving any request or consent or approval shall fail to act upon such request within thirty (30) calendar days after receipt of written request therefor, such consent or approval shall be presumed to have been given;

b. BIND AND INURE. This ROE shall be binding upon and inure to the benefit of PERMITTOR and PERMITTEE and their respective representatives, successors, and successors-in-trust;

c. APPLICABLE LAW, SEVERABILITY. This ROE shall be governed by and interpreted in accordance with the laws of the State of Hawaii. If any provision of this ROE is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected;

d. PARAGRAPH HEADINGS. The headings of paragraphs in this ROE are inserted only for convenience and shall in no way define, describe, or limit the scope or intent or any provision of this ROE;

e. INCORPORATION OF AGREEMENTS. This ROE incorporates that certain Memorandum of Understanding by and between DHHL and DLNR for Cooperative Axis Deer Control Efforts at Hawaiian Home Lands in Waiohuli, Island of Maui, State of Hawai'i entered into on December 12, 2022, and supersedes all other prior oral or written letters, agreements, or understandings relating to the subject matter hereof. This ROE may not be modified or amended, not any of the provisions hereof waived, except by an instrument in writing signed by the parties hereto;

22. MODIFICATIONS OF ROE. Any modification, alteration, amendment, or change, or extension of any term, provision, or condition of this ROE shall be made by written amendment to this ROE signed by PERMITTEE and PERMITTOR.

[REMAINDER OF PAGE BLANK -- SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, PERMITTOR and PERMITTEE have caused this ROE to be executed by the duly authorized officers as of the day and year first above written, and the PERMITTEE has caused the seal of the Department of Land and Natural Resources to be hereunto affixed.

APPROVED BY THE HHC
AT ITS MEETING HELD ON
August 15, 2022

APPROVED AS TO FORM:

Alyssa Marie Yukiko Kau

Deputy Attorney General
State of Hawaii

State of Hawaii
DEPARTMENT OF HAWAIIAN HOME LANDS

By _____
WILLIAM J. AILĀ, JR. Chairman
Hawaiian Homes Commission

PERMITTOR

APPROVED AS TO FORM:

Deputy Attorney General
State of Hawaii

State of Hawaii
BOARD OF LAND AND NATURAL RESOURCES

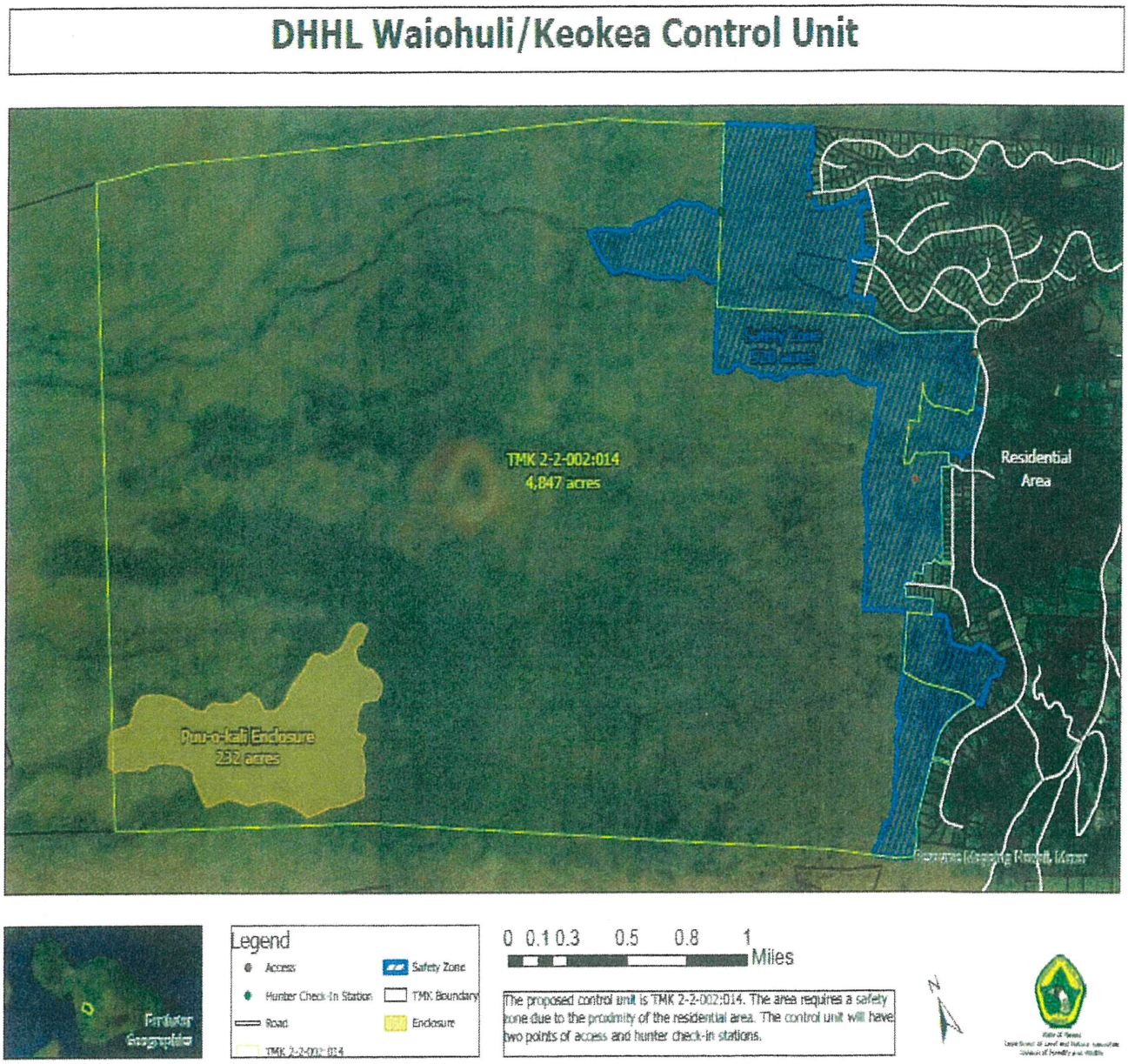
By _____
SUZANNE D. CASE
Chairperson

PERMITTEE

Approved by the Board of
Land and Natural Resources
at its meeting held on
October 28, 2022

David Smith

Exhibit "A". Site Plan of the Waiohuli Deer Control Project



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF HAWAI'I
DEPARTMENT OF HAWAIIAN HOME LANDS
AND
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE

FOR COOPERATIVE AXIS DEER CONTROL EFFORTS AT
HAWAIIAN HOME LANDS IN WAIOHULI,
ISLAND OF MAUI, STATE OF HAWAI'I

This Memorandum of Understanding (MOU), effective and entered into on this 12th day of December, 2022, by and between the State of Hawai'i Department of Hawaiian Home Lands, by its Hawaiian Homes Commission (hereinafter "DHHL") and the State of Hawai'i, Department of Land and Natural Resources ("DLNR"), Division of Forestry and Wildlife ("DOFAW"), by its Board of Land and Natural Resources, collectively referred to in this MOU as "the Parties"; to engage in cooperative population control efforts of the axis deer (*Axis axis*), on DHHL TMK no. (2) 2-2-002:014 at Waiohuli, Maui, Hawai'i, and adjacent portions, as appropriate.

WITNESSETH

WHEREAS, DHHL and DLNR are executive branch agencies within the sovereign State of Hawaii each having duties as stated in the Hawai'i Constitution and Hawaii Revised Statutes ("HRS"). Additionally, due to increases in the axis deer population in Maui County, the Governor of the State of Hawai'i has issued multiple emergency or supplemental proclamations relating to circumstances by which the population has propagated to numbers unsustainable by existing vegetation and exacerbated by drought conditions; and

WHEREAS, the increase in axis deer populations has certain detrimental effects on Maui County communities, including loss of pasture vegetation, forays by deer into agricultural and developed areas while seeking food and water, hazards to roadways, airports, runways, and other threats to public health, safety, and welfare of the people in Maui County; and

WHEREAS, DHHL beneficiaries may be entitled to lands that are subject to deer control under this MOU; are on lands immediately adjacent to Waiohuli, and likely to be most affected by deer forays to adjacent DHHL subdivision roads and lands, including the presence of deer as either usufruct, health hazard, or pest to vegetation maintained by beneficiaries, and finally being closest in proximity to the control area; and

WHEREAS, due to the burgeoning population of axis deer on Maui and drought conditions, the Governor issued an emergency proclamation of January 27, 2021 entitled, "Proclamation Related to the Drought and Axis Deer in the County of Maui", to provide emergency relief and engage in emergency management functions as defined in section 127A-2, HRS, to enable the removal and disposal of axis deer carcasses, create buffers to keep deer away

EXHIBIT "5"

from roadways, take action to immediately cull unhealthy axis deer, and reduce herds of axis deer to sustainable numbers; and

WHEREAS, after the expiration of the January 27, 2021 proclamation, further emergency proclamations by the Governor were issued on November 9, 2021 (as Proclamation Related to the Axis Deer), January 6, 2022 (Supplemental Proclamation Related to Axis Deer), March 23, 2022 (Proclamation Related to Axis Deer), May 23, 2022 (Second Proclamation Relating to Axis Deer), July 22, 2022 (Third Proclamation Relating to Axis Deer) which have since expired. The Fourth Proclamation Relating to Axis Deer was issued on September 20, 2022 and is scheduled to continue currently through November 18, 2022; and

WHEREAS, the effect of prior and current Governor's emergency proclamations is to suspend the effect of historic preservation laws, certain employment and budget laws, procurement, wildlife hunting laws, water pollution laws, and environmental impact laws to assist the State and County governments to take immediate preemptive and protective actions in response to the need for axis deer control on Maui.

NOW, THEREFORE, the above parties agree to engage as partners in a cooperative effort to control axis deer on DHHL land described as TMK no. (2) 2-2-002:014 at Waiohuli and Kēōkea, island of Maui under the terms of the Right of Entry (ROE) by DHHL to DLNR. for the DHHL Waiohuli/Kēōkea Control Unit, which terms are incorporated by reference. Both parties hereto deem it mutually advantageous and desirable to cooperate and agree to the following provisions to implement a wildlife control program for axis deer:

I. DLNR Responsibilities

DLNR agrees to undertake the following responsibilities under this MOU:

A. To assist in the set-up of axis deer control protocol with call-in and check-in procedures to determine qualified hunter applicants.

B. Conduct any necessary hunting program as specified in this MOU, excluding programs developed under Act 301, 2022).

C. Order all necessary materials to establish exclusion areas or suitable landmarks to prevent hunters from going onto adjacent properties not covered by this MOU.

II. DHHL Responsibilities

DHHL agrees to undertake the following responsibilities under this MOU:

A. Provide guidance and assist with community stakeholder input to this control project.

B. Assist DOFAW with establishing workable access points and check-in areas as indicated in Exhibit "A" of the ROE.

C. Establish suitable safety protocols for the Waiohuli Hawaiian Homesteaders Association, Inc. and Uhiwai o Haleakalā for any activities which they anticipate occurring in designated buffer safety zones. Uhiwai o Haleakalā is a domestic

non-profit corporation that works to protect and restore native ecosystems and watersheds in Kahikinui, Maui. DHHL has issued limited rights of entry permits to Uhiwai o Haleakalā only on Mondays and Tuesdays, non-hunting days, for access to the Pu'u O Kali fence enclosure for fence repair, removal of invasive plant species, and seed collection for native plants.

D. Provide assistance in identifying DHHL Maui beneficiaries who participate in this program, for purposes of call-in and check-in.

III. Joint Responsibilities

A. Operation of DHHL Waiohuli Call-in Procedures. The Parties mutually agree to jointly operate an axis deer control program at Waiohuli, Maui. In recognition of the effectiveness of the participation of DHHL Maui beneficiaries in proximity and motivation regarding deer control under this MOU, the Parties have structured the following call-in sign-up procedures, which may be amended from time to time, as necessary to ensure safe and efficient operations, by mutual agreement of the parties:

1. Legal hunting days are from Wednesday through Sunday each week during the effect of this MOU. One legal hunting day consists of one-half (1/2) hour before sunrise until one-half (1/2) hour after sunset. A maximum of ten (10) hunters per day will be allowed access to the Waiohuli/Kēōkea area during a hunting day. Each hunter will bring an additional four (4) hunters for a group size of five (5).

2. On Monday call-in days, qualified hunters may begin to sign-up to book an individual or hunter-group reservation.
    a. Five (5) reservations will be available on a first-come, first-served basis for DHHL beneficiaries (e.g., lessees and waitlisters) living on Maui (from a list of qualified beneficiaries maintained by DHHL) between 8:00 A.M. to 9:00 A.M. Non-DHHL beneficiaries and members of the public are prohibited from signing up during this time.

    b. The remaining reservation slots will be available to the public on a first-come, first-served basis between 9:30 A.M. to 10:30 A.M. Any additional unfilled or unclaimed slots from the 8:00 A.M. to 9:00 A.M. sign-up may be filled by public applicants at this time.

3. Group sizes for each hunter-group reservation are limited to five (5) hunters. All names of persons in the group must be given at the call-in.

4. Hunters must check-in and out of the area at established hunter check stations and provide all required information.

5. The use of ATVs and UTVs is permitted in accordance with posted restrictions and instructions.

IV. General Responsibilities

A. Designated Buffer Safety Zones. Buffer zones will be established in accordance with locations indicated on Exhibit "A" of the ROE. The Parties will assist each other in locating the boundaries of the designated buffer safety zones and use of adaptive management procedures to manage access to the property.

B. Fire Control. The Parties will use their best efforts to minimize the threat of wildfire hazards on the premises, seek to inform the other of any incidents involving wildfire or need for wildfire control, and assist the other to the extent possible in the event of a wildfire.

C. Non-Control Day. The Parties agree to assist each other on non-control days regarding the Pu'u O Kali dryland forest enclosure by monitoring any deer present in said enclosure.

V. Term, Evaluation, and Modification

A. Term. This agreement for this project under the MOU is effective according to the commencement date indicated above. This MOU will remain in effect for up to one (1) year after the commencement date and may be extended by mutual agreement of the parties..

B. Evaluation. The project agreement may be reviewed, evaluated, and updated at any time, but no later than annually to assist further efforts to address existing or anticipated emergency circumstances.

C. Modification. This MOU and any portion of the project agreement may be modified at any time prior to termination by mutual agreement of the Parties. Modifications, if authorized, shall be in writing executed by the Chairpersons representing the DHHL Commission and the DLNR Board respectively. Either Chairperson may authorize non-substantive changes on behalf of the respective party to facilitate processing of such changes.

VI. ROE

A. The MOU shall be read concurrently with ROE No. 717 issued by DHHL to BLNR.

VII. Termination

A. Either party may terminate, in writing, the MOU in whole, or in part, at any time before the termination date.

B. Unless mutually agreed upon otherwise, ninety (90) days advance notice shall be provided prior to termination.

VIII. Principal Contacts.

A. The principal contacts for administering this Agreement are:

1. Department of Hawaiian Home Lands
   c/o Office of the Chairman
   P.O. Box 1879
   Honolulu, HI, 96707

2. Department of Land and Natural Resources
   c/o Division of Forestry and Wildlife
   1151 Punchbowl St.
   Honolulu, HI 96813

IX. Miscellaneous Provisions.

A. Disclaimers. Nothing in this MOU shall be construed as affecting in any way the delegated authority or responsibilities of DLNR or Hawaiian Home Lands Commission. This Agreement shall not supersede any agreements currently in effect between the DHHL and the DLNR.

B. Additional Parties. By Modification of this MOU by the Parties, additional governmental, non-profit organizations, and other entities may be made party thereto on such terms and conditions as the DHHL and the DLNR may agree.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the last date written below.

APPROVED AS TO FORM:

Deputy Attorney General

DEPARTMENT OF HAWAIIAN HOME LANDS

By _____
WILLIAM J. AILA, JR., Chairperson
HAWAIIAN HOME LANDS COMMISSION
Date: Nov 23, 2022

Approved by the
Hawaiian Home Lands Commission
at its meeting held on:
August 15, 2022

Approved by the Board
of Land and Natural Resources
at its meeting held on:
Dec 10, 2022, 2022

DEPARTMENT OF LAND AND NATURAL RESOURCES

DLS

By: _____
SUZANNE D. CASE, Chairperson
BOARD OF LAND AND NATURAL RESOURCES

Date: Dec 12, 2022

APPROVED AS TO FORM:

Deputy Attorney General

Signature:

Email: david.g.smith@hawaii.gov

STATE OF HAWAI'I
DEPARTMENT OF HAWAIIAN HOME LANDS

FIRST AMENDMENT TO RIGHT OF ENTRY NO. 717

This FIRST AMENDMENT TO RIGHT OF ENTRY NO. 717 (this ***Amendment***), dated December 18, 2023, is made by and between the State of Hawai'i, by its **DEPARTMENT OF HAWAIIAN HOME LANDS**, whose address is 91-5420 Kapolei Parkway, Kapolei, Hawai'i 96707 (***Permittor***), and **STATE OF HAWAII, BOARD OF LAND AND NATURAL RESOURCES**, whose mailing address is 1151 Punchbowl Street, Honolulu, Hawaii 96813 (***Permittee***).

A. Permittor is the "Permittor" and Permittee is the "Permittee" under that certain Department of Hawaiian Home Lands Right of Entry No. 717, dated December 15, 2022 (hereinafter "ROE 717"), filed in the Office of the Department of Hawaiian Home Lands.

B. Permittor and Permittee desire to amend the ROE 717, as approved by the Hawaiian Homes Commission on November 20, 2023, for an additional year and amend the exhibit to reflect the expanded safety zone area.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Term. The extended one-year term of ROE 717 commences on December 15, 2023 and will continue thereafter on a month-to-month basis unless earlier terminated as provided in ROE 717.

2. The DHHL Waiohuli/Keokea Control Unit depicted in **Exhibit "A"** shall be in effect.

3. Fees. The processing and documentation fee of $150.00 shall be waived.

4. No Other Amendments. Except as expressly amended by this Amendment, all other terms and conditions of ROE 717 remain in full force and effect.

5. Counterparts. This Amendment may be signed in counterparts and by facsimile, PDF, or other electronic means. Each counterpart when signed shall be deemed an original, and all of which, when taken together, shall be deemed to be and constitute one and the same instrument.

[Remainder of page intenionally left blank. Signatures on following page(s).]

ITEM NO. F-2
EXHIBIT "D"

IN WITNESS WHEREOF, the parties have signed this Amendment as of the date written above.

Approved by the
Hawaiian Homes Commission
on November 20, 2023

APPROVED AS TO FORM:

Melissa-Mauli Yukiko Kau
Deputy Attorney General
State of Hawai'i

STATE OF HAWAI'I
Department of Hawaiian Home Lands

By Kali Watson
KALI WATSON, Chairman
HAWAIIAN HOMES COMMISSION

PERMITTOR

APPROVED AS TO FORM:

Deputy Attorney General
State of Hawai'i

State of Hawaii
BOARD OF LAND AND NATURAL RESOURCES

By
Dawn N.S. Chang
Chairperson

PERMITTEE

EXHIBIT "A"

DHHL Waiohuli/Keokea Control Unit
Residential Area
TMK 2-2-002:014
4,847 acres
Puu-o-kali Enclosure
232 acres
Legend
Access
Hunter Check-In Station
Road
TMK 2-2-002:014
Safety Zone
TMK Boundary
Enclosure
0 0.1 0.3 0.5 0.8 1 Miles
EXHIBIT "A"
The proposed control unit is TMK 2-2-002:014. The area requires a safety zone due to the proximity of the residential area. The control unit will have two points of access and hunter check-in stations.
State of Hawaii
Department of Land and Natural Resources
Division of Forestry and Wildlife

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 17-18, 2025

To: Chairman and Members, Hawaiian Homes Commission

Through: Linda Chinn, Acting Administrator
Land Management Division

Ward "Kalei" Young, Supervising Land Agent
Land Management Division

From: Carlyle H Handley, Land Agent CH
Land Management Division

Subject: Approval to Issue a First Amendment to License Agreement No. 861, Ka Ohana O Kahikinui, Inc., Kahikinui, Maui Island, TMK: (2) 1-9-001:003 (por.)

RECOMMENDED MOTION/ACTION:

That the Hawaiian Homes Commission (HHC) grant its approval to the First Amendment to License Agreement No. 861 issued to Ka Ohana O Kahikinui, Inc., for an additional 8.75 acres (more or less) of Hawaiian home lands TMK: (2) 1-9-001:003 (portion), for the proposed expansion of the fog drip water catchment and storage system.

Authorize the issuance of the first amendment 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. Amend the License to add 8.75 acres and increase the total licensed premises to 9.25 acres;

B. LICENSEE shall consult and work closely with LICENSOR on completing HRS Chapter 6E compliance requirements prior to any soil disturbance. Chapter 6E compliance is subject to the approval/concurrence of the Department of Land and Natural Resources State Historic Preservation Division;

C. The documentation and processing fee shall be waived;

D. 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;

E. The License Amendment document shall be subject to the review and approval of the Department of the Attorney General; and

F. Notwithstanding the amended terms, the remaining terms, conditions, covenants, and provisions of License Agreement No. 861 shall remain unchanged and continue and remain in full force and effect.

LOCATION:

Portion of Hawaiian home lands situated in Kahikinui, Island of Maui, identified as a portion of TMK: (2) 1-9-001:003 (See Exhibit "A").

AREA:

Amended area consists of an additional 8.75 acres (more or less), the original license area consists of 0.5 acre. The total licensed premises shall increase to 9.25 acre.

BACKGROUND/DISCUSSION

During the regional planning process for the development of the Kahikinui Regional Plan dated July 2011, beneficiaries identified the Punawai Project & Water Infrastructure Improvements, the *Kahikinui Fog Drip Project*, as a priority project (see Exhibit "B"). The project involves the designing, engineering, sourcing of materials, employing of contractors, and the recruitment of volunteers for the development of a fog drip water capture system along with water infrastructure improvements in Kahikinui

The Kahikinui Fog Drip Project is an innovative alternative that harvests daily non-potable water from the clouds that pass through the land at higher elevations. The project goals include condensing and collecting fresh water from the clouds then transmitting the water to storage and distribution tanks at a lower elevation near the community center where homesteaders can easily access non-potable water for their own use.

On October 16th, 2023, the Hawaiian Homes Commission (HHC) approved the issuance of License Agreement No. 861 (LA 861) to the Ka Ohana O Kahikinui (KOOK) for the development of the Kahikinui Fog Drip Project.

KOOK has applied for grant funding and intends to implement the project in two (2) manageable phases. In June 2018, KOOK secured a $100,000 grant from the Department of Hawaiian Home Lands ("DHHL") for overall project funding, in July 2023, under LA 861, KOOK secured an initial $80,000 grant from the County of Maui to begin the first phase, a standalone portion of the project. The first phase was completed $8,000 under budget, in August 2024.

Through the attached Exhibit "C", KOOK is requesting expansion of the license area that will allow KOOK to construct the second phase of their project to collect non-potable water for the Kahikinui community's use. The requested license amendment will allow KOOK to comply with grant requirements and meet funding deadlines. KOOK reviewed proposed site layouts with DHHL's Planning Office, in doing so KOOK reduced the additional project area from 113 acres to just 8.75 acres. The second phase shall encompass (1) the installation and operation of the fog

drip water collection units, (2) installation of a protective fencing and utility shed for the collectors, and (3) overland transmission water lines that will connect the first and second phases into a single system. As part of the project's phased approach, LA 861 allows for expansion of the license area to cover additional components through amendments if approved by the Hawaiian Homes Commission.

The KOOK has contracted 'Āina Archaeology to assist with HRS Chapter 6E requirements for the overall fog drip project, the 8-acre site selected for the Fog Drip Collectors and approximately a 0.3-acre portion of the transmission water line area will require an archaeological survey as it lies outside of previously surveyed lots (see Exhibit "D"). In addition, the DHHL Planning staff is assisting with mapping the project components and completing SHPD Chapter 6E forms and other processes related to compliance with HRS Chapter 6E.

The DHHL has determined the installation and operation of a fog/rain collection and distribution system is exempt from the preparation of an HRS Chapter 343 Environmental Assessment based on the general types enumerated in Section 11-200.1-159(c), Hawaii Administrative Rules, Exemption Type 3 and 5 (see Exhibit "E").

AUTHORITY

§207(c)(1)(A) of the Hawaiian Homes Commission Act, 1920, as amended, authorizes the department to grant licenses for the use of Hawaiian Home Lands for public purposes.

RECOMMENDATION

Land Management Division and the Planning Office respectfully recommends approval of the recommended motion/action as stated.

EXHIBIT "A"

Department of Hawaiian Home Lands
Kahikinui Moku

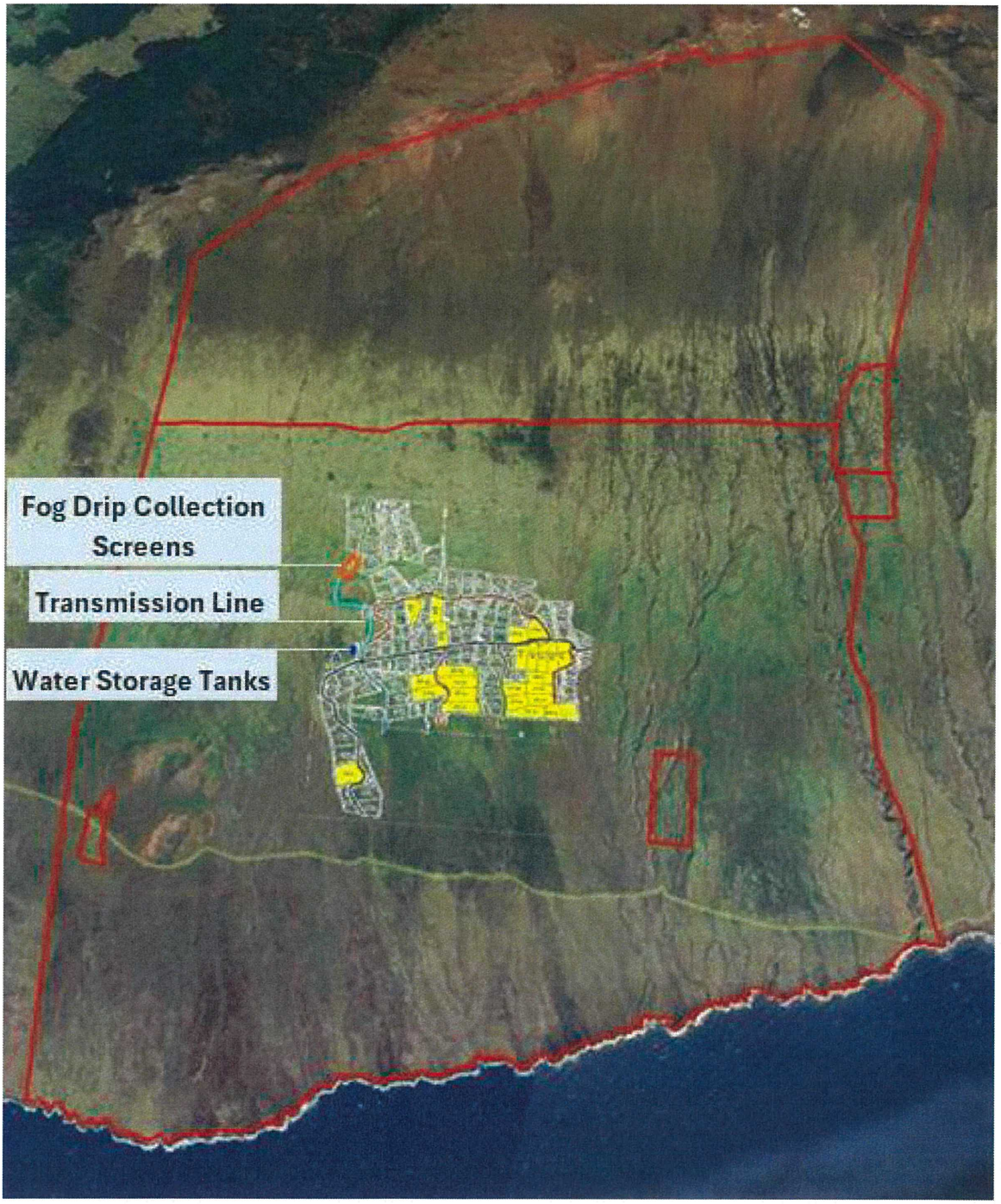


Figure: A-1.

EXHIBIT A

ITEM: F-7

EXHIBIT "A"

Kahikinui Fog Drip Project Relative to Homestead Lots

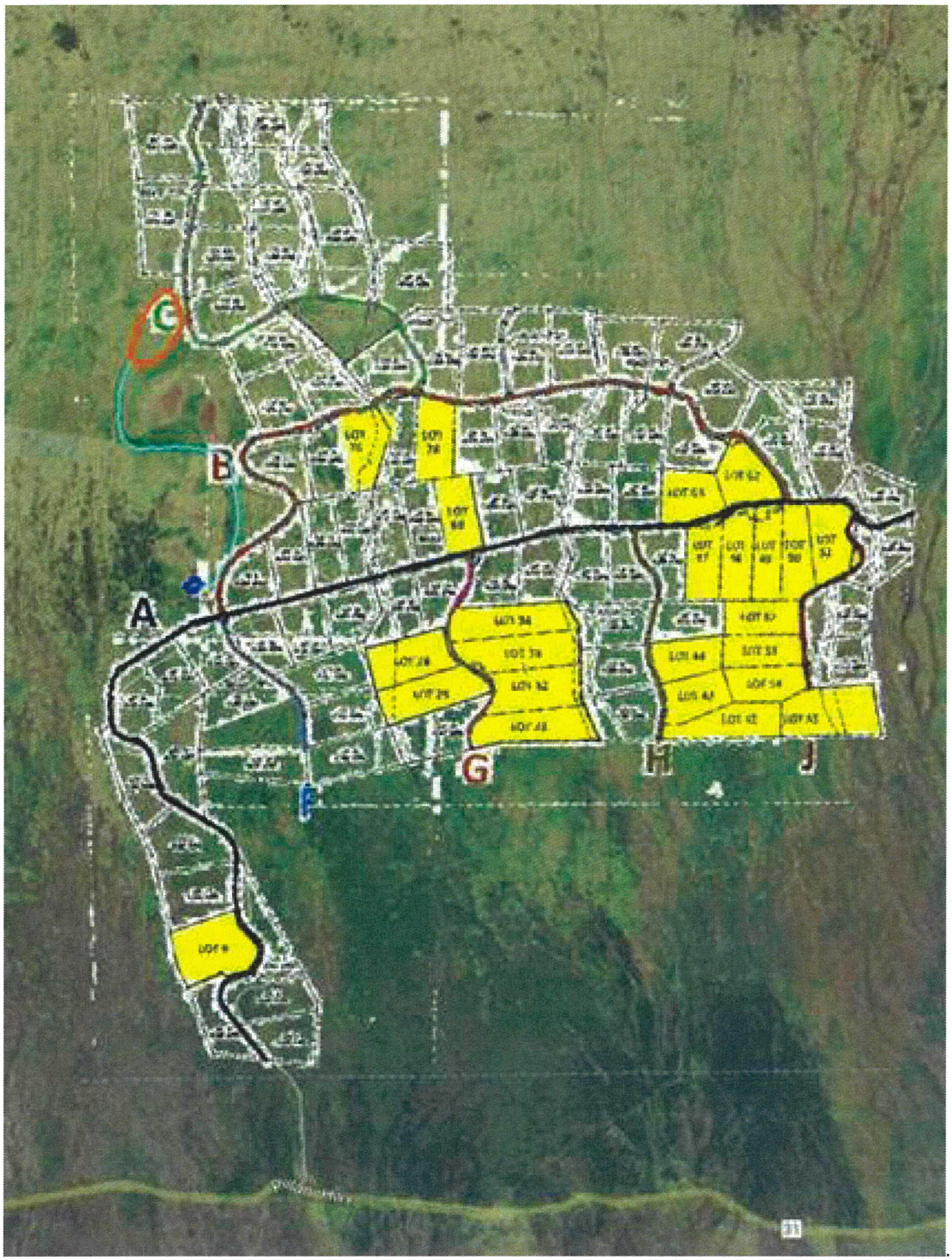


Figure: A-2.

EXHIBIT A

ITEM: F-7

EXHIBIT "A"

Kahikinui Fog Drip Component Sites
Total Project Area = 9.25 Acres

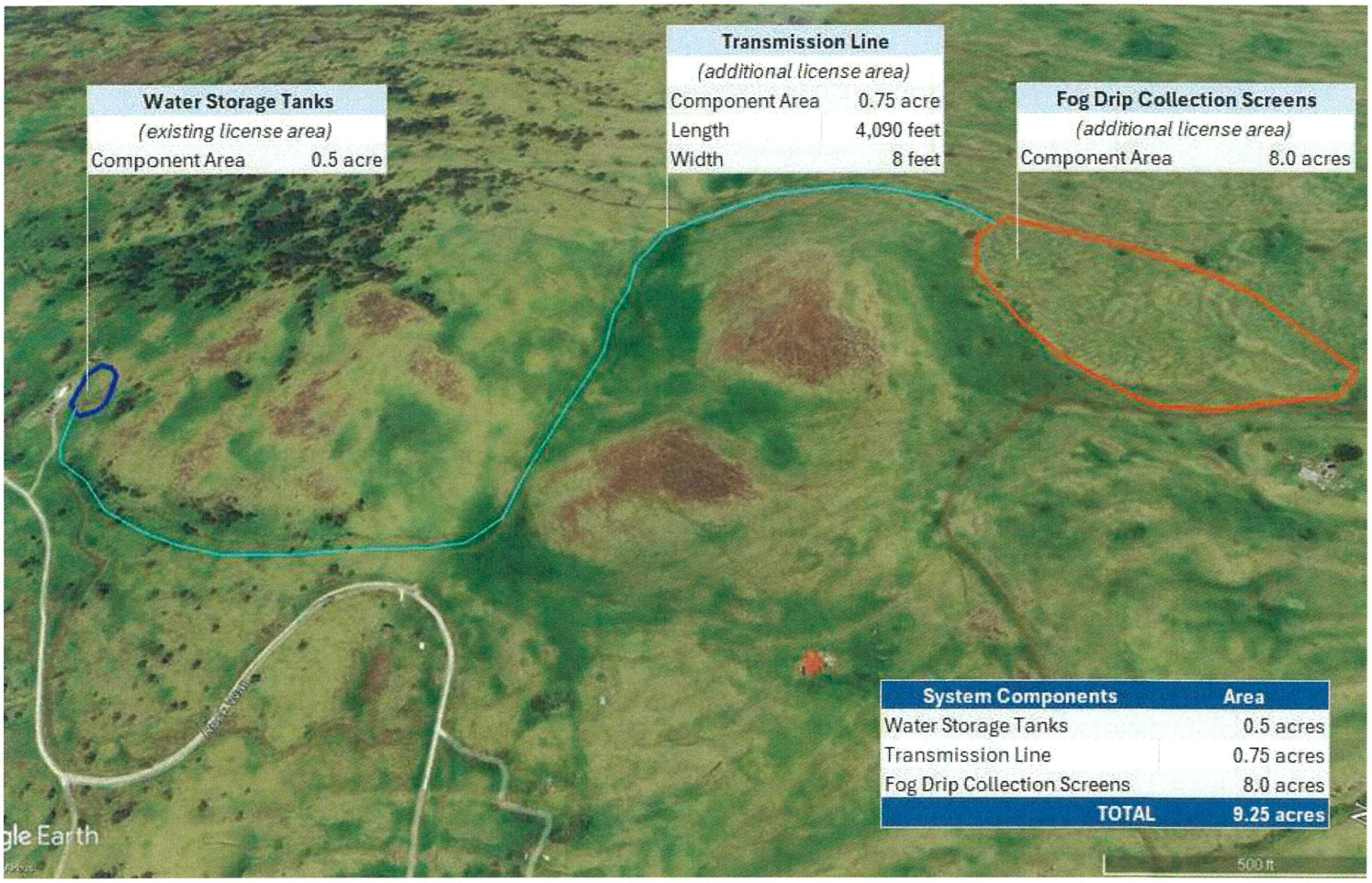


Figure: A-3.

EXHIBIT A

ITEM: F-7

Priority Project: Pūnāwai F

Description

The availability of water is a constant constraint in Kahikinui. Homesteaders rely on hauling water, almost daily, to store in water catchment systems. Test mist capture structures were developed during the early days of Kahikinui. The system captured water and the technology has been shown to work. One lesson learned was the need to protect the fog screens from feral ungulates. The other is the importance of the designs for collection and retention facilities of the system along with transmission.

Community System

The proposed project calls for the development of one or more tanks/reservoirs to retain the water collected by a mist capture system e.g. fog screens. The initial capture area should be a 5-10 acre site fenced for protection from people and animals. Reservoirs should be lined to the top of the bank. Reservoirs also need to be protected from contamination by fencing or other means primarily from feral animals and possible human activity. A house/shed should be built next to the reservoirs to accommodate the presence of a waterman/guard, if needed, to maintain and protect the equipment and the water and to house maintenance equipment for the system. These fog screens and reservoirs should be located above the homestead areas in the Dry Montane Forest zone between 975 to 1,980 meters above sea level. Water tanks should be installed in the lots toward Pu'u Pane. A large reservoir should also be developed below the Comm. Center.

A pipeline system (tentatively estimated at 2 inch diameters) is needed to bring the water from the reservoirs to two 100,000 gallon storage tanks. These tanks should be developed makai of the reservoirs but mauka of most of the homestead lots. From the reservoirs there needs to be a system that follows the main roads down to the lowest users. The lessees will be responsible for bringing the line from the main road to their individual lots and houses.

Individual Homesteads

DHHL should consider setting up a program to subsidize each homestead lot with a 15,000 gallon tank. This is a relatively small site development cost when compared to normal site development subsidies provided by the Department for a normal housing project. While the original concept for Kahikinui did call for off grid independence and general self sufficiency from DHHL support, Kahikinui remains a pilot in progress and one of the lessons learned is the importance of having a water tank of sufficient size to support domestic use. For the majority of the year, water from roof catchment fills the tank and supplies most of the domestic needs of the homesteading family. It provides a good economically reasonable kick start to the individual lot development process. The cost is estimated to run between $10,000 and $20,000 per homestead. Helping the homesteader at this level of subsidy will help put more people on the land more quickly. Appropriate placement of the tank on each lot is important from a water pressure standpoint.

EXHIBIT B

ITEM: F-7

Project & Water Infrastructure Improvements

Potential Partners

This is a partnership program between DHHL and Homestead beneficiaries. It would be a way to accelerate the full build out. It is also a novel concept for a water delivery system and it might be possible to obtain support and/or funding from other potential interested parties such as the County Department of Water Supply, DLNR or the U.S. Department of Agriculture. Other more peripheral but possible interested parties may be organizations like the Nature Conservancy or the Natural Resource Conservation Service.



Fog capture system

Next Steps

Pūnāwai Project

- The fog capture system should be revisited for efficiency and cost.
- A concept idea should be evaluated from an engineering perspective.
- After cost estimates are developed a grant requested or some other form of funding should be sought to conduct final engineering design, permitting and construction. Because of the novel nature of this project, non-traditional funding sources should be investigated along with conventional sources.
- Bid and select a general contractor for the project.
- The plan should include funding to pay people for time spent guarding the facilities. A system of rotating security responsibility among homesteaders should be considered.
- A maintenance plan should be developed which includes an operational funding plan.

Water Tank Subsidy

- Draft a proposal requesting the Hawaiian Homes Commission to institute a subsidy to provide a 15,000 gallon tank for each lessee who could use one to kick start his/her settlement activity.
- Submit and lobby for approval

Timeline

2011	2012	2013
• Year one, finalize plans for system.	• Year two, obtain funding and obtain entitlements.	• Year three, start construction of Phase 1.

EXHIBIT B

ITEM: F-7

RECEIVED
LAND MANAGEMENT
DIVISION

2025 OCT 28 AM 9:32

To: Chairman Kali Watson
Department of Hawaiian Home Lands
91-5420 Kapolei Parkway
Kapolei, Hawai'i 96707

From: Kyle Elama Farm
Ka Ohana O Kahikinui
President
HC1 Box 961
Kula, HI 96790

Subject: Request for Expansion of License No. 861 to Include Additional Land Area for Fog Drip Components

October 27, 2025

Aloha Chairman Watson,
On behalf of Kahikinui Ohana O Kahikinui, we respectfully submit this request for an amendment to License No. 861 to expand the licensed area to include an additional 113 acres intended for the installation and operation of fog drip collection components. This proposed expansion supports our ongoing efforts to enhance water sustainability and resource resilience within the Kahikinui homestead region. The fog drip system is designed to capture and utilize mist condensation, providing a renewable and environmentally responsible source of water for native reforestation, watershed protection, and community use. The additional land area requested lies mauka of the existing KOOK licensed boundary within the Kahikinui region, Maui, and will be used exclusively for the placement of fog drip lines, collection nets, and water storage tanks. No commercial development is proposed, and all activities will remain in alignment with DHHL stewardship goals and environmental compliance standards.
KOOK remains committed to responsible land management, cultural preservation, and cooperative partnership with DHHL and its affiliates. We respectfully request DHHL's review and approval of this license expansion to advance sustainable water initiatives vital to the health and self-sufficiency of Kahikinui. Mahalo nui loa for your consideration and continued support of our community-led stewardship efforts. We welcome the opportunity to discuss this request further and to provide any additional documentation, maps, or technical plans as needed.

With respect and aloha,

Kyle Elama Farm

Kyle Farm
President, Kahikinui Ohana O Kahikinui

EXHIBIT C

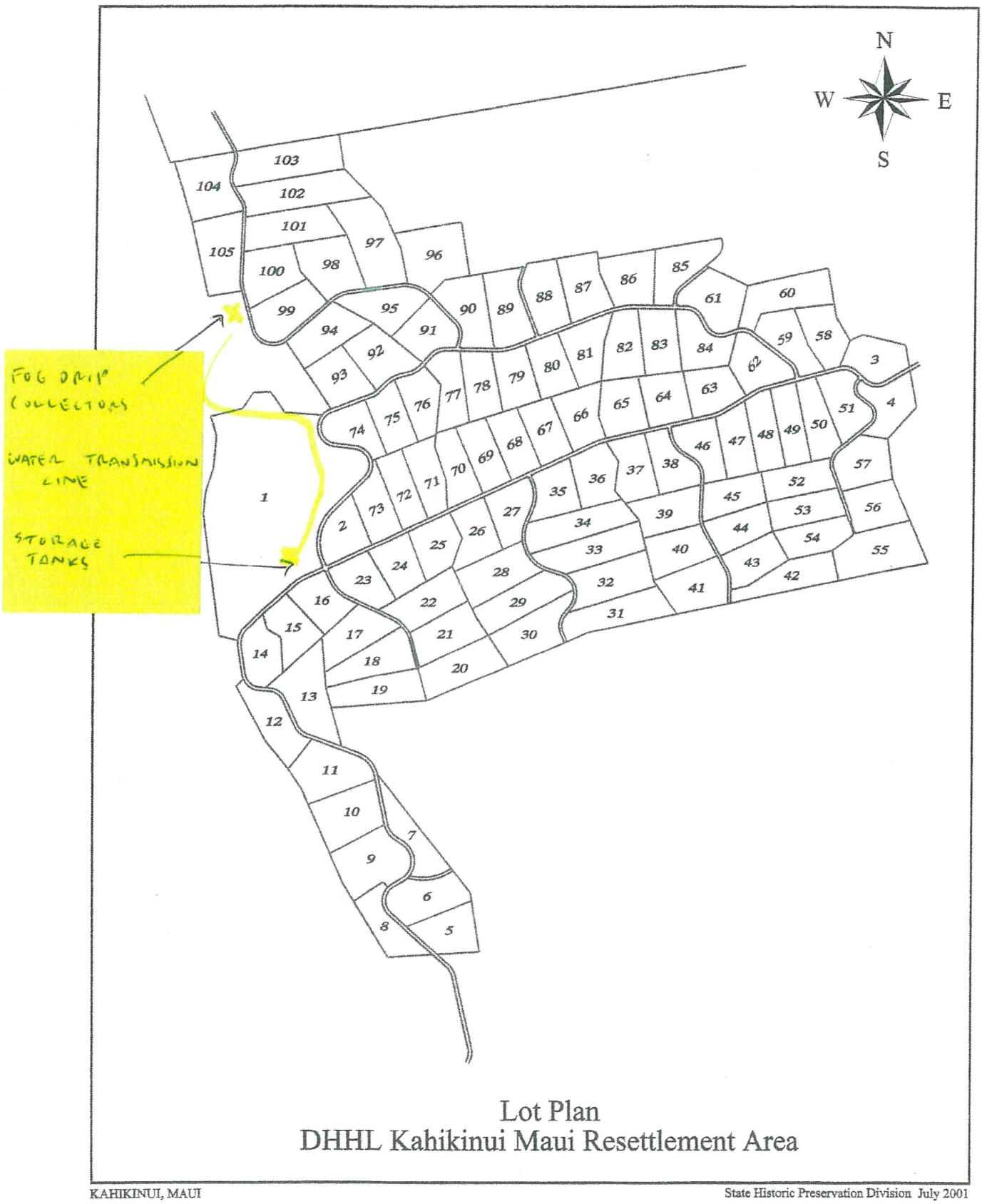
ITEM: F-7

OVERALL SITE PLAN

KAHIKINUI FOG CAPTURE SYSTEM
Kahikinui, Maui, Hawaii
TMK: (2) 1-9-001:003
March 1, 2025

EXHIBIT C

ITEM: F-7



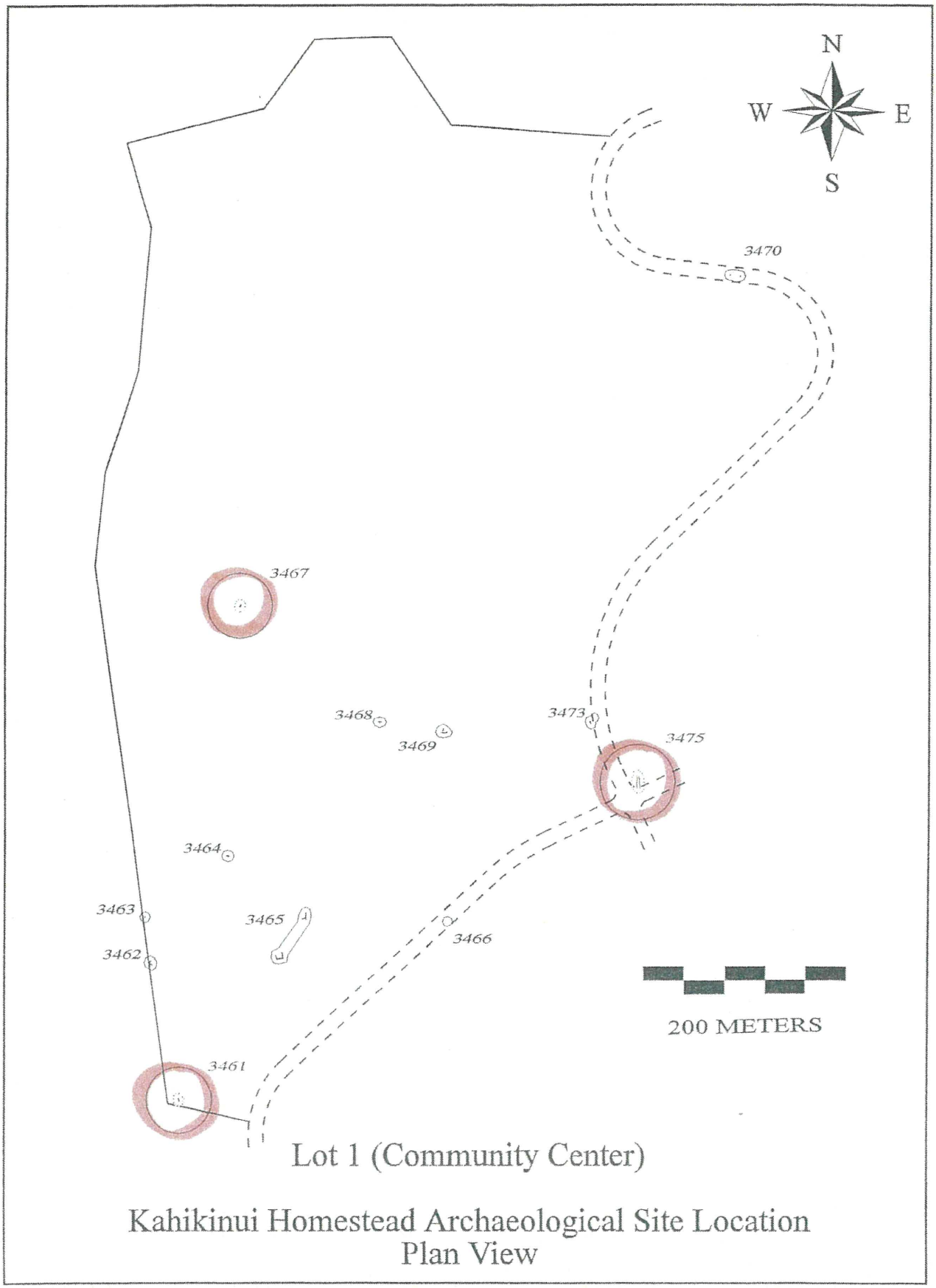
Lot Plan
DHHL Kahikinui Maui Resettlement Area

KAHIKINUI, MAUI

State Historic Preservation Division July 2001

EXHIBIT D

ITEM: F-7



Kahikinui Homestead Archaeological Site Location
Plan View

Kahikinui, Maui, Hawai'i

State Historic Preservation Division February 1999

EXHIBIT D

ITEM: F-7

Kahikinui Mauka--Archaeological Sites by Lot Number

LOT	SITES
1	3461, 3462, 3463, 3464, 3465, 3466, 3467, 3468, 3469, 3470, 3473 (destroyed)
2	3474, 3475
3	4413 (wooden water trough in SE corner of lot)
4	NONE (Sites 4329 and 4330 are located to the east of lot)
5	3420 (below), 3421 (below), 3422, 3423, 3424 (below), 3425 (below), 3426, 3427, 3428, 3429 (partial), 3431, 3432
6	3429 (partial), 3430, 3433, 3434, 3437 (partial)
7	3437 (partial), 3438, 3443, 3444 (partial), 3445, 3447 (partial)
8	3415 (partial), 3416, 3417, 3418 (partially damaged by road work), 3419
9	3435, 3436, 3439, 3440, 3441, 3442 (majority), 3446
10	3442 (partial)
11	3448 (isolated basalt flake--collected), 3449
12	3450, 3452, 3453 (destroyed by road construction), 3454
13	3451 (destroyed by road construction), 3455, 3456, 3457, 3496, 3497 (east of lot), 3498 (east of lot), 3499 (east of lot)
14	3458 (partial), 3459, 3460
15	NONE (3466--isolated firepit--was destroyed by road construction)
16	3476, 3477, 3478, 3479, 3481, 4609
17	3482, 3483, 3484, 3485, 3486, 3487, 3489, 3490, 3491, 3492, 3493, 3494, 3495
18	3488, 3803 (partial), 3811, 5105 (partial), 5099
19	3800 (partial), 3801, 3802, 3803 (partial), 3804, 3805, 3806 (partial), 5105
20	3806 (partial), 3807 (partial), 3809, 3810 (partial)
21	3810 (partial), 3812, 3813, 3814, 3832, 3834, 5106
22	3815, 3816 (partial), 3830
23	3480,
24	3816 (partial), 3817
25	3818, 3820
26	3819 (could not be located 2/2001--possibly destroyed), 3821, 3822 (partial)
27	3824 (partial--has been dozed through 2/2001), 3876, 3877, 3880, 4358
28	3822 (partial), 3823, 3824 (partial--has been dozed through 2/2001), 3825, 3826, 3827, 3828, 3829, 3831, 3833 (partial)

EXHIBIT D

ITEM: F-7

Table 9.1 Site Significance and Mitigation Recommendations for Kahikinui Mauka

SITE 50-50-15-	FUNCTION	SIGNIFICANCE				MITIGATION	
		C	D	E	NLS	DR	P
3443	Permanent Habitation		x			x	
3444	Permanent Habitation and Shelter		x			x	
3445	Permanent Habitation	x	x				x
3446	Temporary Habitation		x			s	
3447	Agriculture		x			s	
3448	Surface Artifact		x		x		
3449	Temporary Habitation		x			s	
3450	Shelter		x			s	
3451	Surface Midden		x		x		
3452	Temporary Habitation and Possible Burial	x	x	x			x
3453	Agriculture		x			s	
3454	Ranching		x			s	
3455	Temporary Habitation		x			s	
3456	Temporary Habitation		x			s	
3457	Temporary Habitation and Agriculture		x			s	
3458	Ranching		x			s	
3459	Boundary		x			s	
3460	Shelter		x			s	
3461	Temporary Habitation and/or Lithic Workshop	x	x				x
3462	Temporary Habitation		x			s	
3463	Marker		x			s	
3464	Shelter		x			s	
3465	Temporary Habitation		x			s	
3466	Surface Midden*		x		x		
3467	Possible Burial		x	x			x
3468	Shelter		x			s	
3469	Temporary Habitation		x			s	
3470	Marker		x			s	
3471	Boundary		x			s	
3472	Temporary Habitation and Marker	x	x				x

* Destroyed during road construction.

EXHIBIT D

ITEM: F-7

Table 9.1 Site Significance and Mitigation Recommendations for Kahikinui Mauka

SITE 50-50-15-	FUNCTION	SIGNIFICANCE				MITIGATION	
		C	D	E	NLS	DR	P
3473	Temporary Habitation and Surface Midden*		x		x		
3474	Shelter		x			s	
3475	Permanent Habitation	x	x				x
3476	Temporary Habitation		x			s	
3477	Temporary Habitation and Marker		x			s	
3478	Temporary Habitation	x	x				x
3479	Temporary Habitation		x			s	
3480	Shelter		x	x			x
3481	Permanent Habitation		x			x	
3482	Temporary Habitation		x			s	
3483	Temporary Habitation		x			s	
3484	Permanent Habitation		x			x	
3485	Temporary Habitation and Shelter and Agriculture		x			s	
3486	Temporary Habitation		x			s	
3487	Permanent Habitation and Shelter		x			x	
3488	Temporary Habitation		x			s	
3489	Temporary Habitation		x			s	
3490	Agriculture		x			s	
3491	Permanent Habitation		x			x	
3492	Temporary Habitation		x			x	
3493	Permanent Habitation		x			x	
3494	Agriculture		x			s	
3495	Temporary Habitation		x			s	
3496	Temporary Habitation		x			s	
3497	Permanent Habitation		x			x	
3498	Temporary Habitation		x			s	
3499	Permanent Habitation		x			x	
3800	Temporary Habitation		x			s	
3801	Permanent Habitation		x			x	
3802	Temporary Habitation		x			s	

* Destroyed during road construction.

EXHIBIT D

ITEM: F-7

DAVID Y. IGE
GOVERNOR
STATE OF HAWAII

JOSH GREEN
LT. GOVERNOR
STATE OF HAWAII

WILLIAM J. AILA, JR
CHAIRMAN
HAWAIIAN HOMES COMMISSION

TYLER L GOMES
DEPUTY TO THE CHAIRMAN

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

P. O. BOX 1879
HONOLULU, HAWAII 96805

TO: 1. Agency-Maintained Public Files for Chapter 343 HRS Exemption Determinations
2. Environmental Review Program (via https://health.hawaii.gov/oeqc/submittal-form)
3. Ka 'Ohana o Kahikinui (via email)

FROM: Chairman of the Hawaiian Homes Commission

SUBJECT: Exemption Notice for Ka 'Ohana o Kahikinui, Installation and Operation of a Fog/Rain Collection and Distribution System (reference-file # PO-21-310)

DATE: October 21, 2021

AGENCY OR APPLICANT ACTION

Check applicable box

☐ This exempted action is an agency action as defined by Section 343-5(b), Hawai'i Revised Statutes (HRS), and Section 11-200.1-8, Hawai'i Administrative Rules (HAR),

☒ This exempted action is an applicant action as defined by Section 343-5(e), HRS, and Section 11-200.1-9, HAR

EXEMPTION TYPE:

The Exemption Notice for the action described below is based on the general types enumerated in Section 11-200.1-15(c), Hawai'i Administrative Rules (HAR), Exemption Type **3 and 5**.

As applicable, the exemption for the action described below is also supported by the Exemption List for the Department of Hawaiian Home Lands, reviewed and concurred to by the Environmental Council on April 6, 2021.

- Exemption List, Part II- Type **3**[1].
  Items Numbered **1d, 1e, 5, 6** and
- Exemption List, Part II- Type **5**.
  Items Numbered **1, 2**.
- Applicable language from the exemption list[2]:

Part II, Type 3. Construction and location of single, new, small facilities or structures and the alteration and modification of the facilities or structures and installation of new, small equipment or facilities and the alteration and modification of the equipment or facilities, including, but not limited to (d) Water, ~~sewage,~~ electrical~~, gas, telephone~~, and other essential public utility services extensions to serve such structures or facilities; accessory

---

[1] *This project also involves activities including the installation of several water storage tanks, water distribution, appurtenant structure, collecting data and conducting various studies. These components of the project have been evaluated and are de minimis activities covered by DHHL's exemption list, Part I Type 3(d) items 1b, 1c, 3, 8c, 8d, 8j; Type 2 item 1o, Type 4 item 4, 6; and Type 5 items 1, 2,7, 9, 10, 11, 12, and 27.*

[2] *Activities not relevant to this project but included within the language of the exemption list type/part have been crossed out.*

EXHIBIT E

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or appurtenant structures including ~~garages, carports, patios, and~~ fences; and acquisition of utility easements

Item #1- Construction of new structures on DHHL lands (to include leased lands) of any of the following:

(d) Essential public utility services extensions to serve such types of structures or facilities, including domestic water source development for homesteading purposes, with required permits

(e)Essential public utility services extensions to serve such types of structures or facilities, including domestic water source development for homesteading purposes, with required permits

Item #5-Construction of fencing, gates, lighting, security alarms, camera systems and. similar items for security and/or safety

Item #6- Construction of interior roadways, driveways, ~~parking lots, sidewalks, curbs, and gutters~~

Part II, Type 5 **Basic data collection, research, experimental management, and resource and infrastructure testing and evaluation activities that do not result in a serious or major disturbance to an environmental resource**

Item #1 - Archaeological surveys that include clearing of vegetation in direct association with site evaluation and mapping

Item #2- Construction of site improvements needed to mobilize equipment or personnel to accomplish the task

Item #4- Subsurface trenching or digging necessary to install scientific or geological data collection devices

DESCRIPTION OF ACTION

Proposing Agency or Applicant: Ka 'Ohana o Kahikinui

Project Name & Address/Location: Installation and Operation of a Fog/Rain Collection and Distribution System

Anticipated Start Date: November 1, 2021

Anticipated End Date: Construction- 3 months after receipt of all approvals

Operation: indefinitely

Island and District: Maui Kahikinui

Tax Map Key(s) and other geolocation means: (2)1-9-001:003

Anticipated Permits and Approvals:

- DLNR- State Historic Preservation Division Chapter 6E Historic Preservation Review
- County of Maui- electrical, civil construction and inspection, grubbing and grading
- Activities within a Critical Habitat

EXHIBIT E

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NARRATIVE

Describe the action and why it qualifies for the exemption:
This project is a collaborative effort to provide a source of fresh water to the Kahikinui community. The remote location and small size of the community has made it cost prohibitive to connect to any existing water systems or develop a ground water source. The project is utilizing technology that has been pilot tested to capture rainwater and moisture directly from the air utilizing 5,000 ft^2 surface rain catchment and 4,680 ft^2 fog drip screen arrays respectively. The project will not require the need for exploratory nor production wells to meet the needs of this community. Two collection tanks (both under 5,000 gallons) will be located at the collection source at an elevation of approximately 4,500 feet above mean sea level (msl). The collection system will include electrified perimeter fencing up to 8 feet tall for security and health a safety purposes. The water will be transmitted down to lower elevations for use by the community via a 1.5-inch above ground waterline. Two-hundred fifty-gallon pressure breaker tanks will be installed incrementally at approximately every 300-foot drop in elevation. The transmission line will be connected to two 10,000-gallon steel tanks, one at approximately 3,600 feet and 2,800 feet above msl. The community members will be able to draw water from the storage tanks. No connection piping is proposed to provide water directly from the system to individual lots. At the present, the community is not pursuing the required certification, maintenance and testing for this system to meet the requirements for potable water.

RECEIVING ENVIRONMENT

Describe the site, including any impacts on the receiving environment:

The project site is currently deforested open pasture on a 5–20 degree slope, covered by various alien pasture grasses and weeds. It was recently part of a fire break that had been cleared and bulldozed, but grass has grown back. The project area is below the current Koa forest line and is part of the large expanse of DHHL land that at one time was forested, but has been denuded over the last hundred years from uncontrolled overgrazing.

ENVIRONMENTAL ANALYSIS

I have considered the potential effects of the proposed project and all related activities against the criteria checked below:

	Not Applicable
☒ Land Use and Zoning Conformance	☐
☒ Traffic (Vehicles, Bicycles, Pedestrian)	☐
☒ Infrastructure (Roads, Buildings, Utilities)	☐
☒ Air Quality Pollutant Emissions	☐
☒ Noise Emissions	☐
☒ Solid, Hazardous, and Liquid Waste Management	☐
☒ Social	☐
☒ Economic	☐
☒ Health and Safety	☐
☐ Recreation	☒
☐ Public Beach Access	☒
☒ Cultural Resources and Practices	☐
☒ Visual/Aesthetic	☐

EXHIBIT E

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☒	Environmental Justice	☐
☒	Rare, Threatened, and/or Endangered Species	☐
☒	Surface and Ground Water Resources	☐
☒	Wetlands	☐
☒	Floodplains	☐
☒	Riparian/Coastal Resources	☐
☐	Other	☐

Comments/summary of impact analysis:
The project site is located outside of any floodplains, 3.2-foot sea-level-rise exposure area, special management area, and wetlands. The project is located within areas identified as D and E by the Land Study Bureau and as "other" within the Agriculture Lands of Importance to the State of Hawai'i. A portion of the project area is located in an area identified as a critical habitat ecosystem, the Montane Dry 01, and the *Manduca blackburni* (Blackburn's sphinx moth) critical habitat.

The project site is designated as Agriculture and Conservation, by the State Land Use Board. The project is located within DHHL's Special District Land Use designation and the County of Maui's Agriculture and Interim zoning. The actions proposed are consistent with activities allowed on lands with these designations.

MITIGATION

Describe all mitigation measures and best management practices planned to address impacts during the project activities and after project completion:

- KOOK and their respective contractors shall comply with all County, State, and Federal permit, and approval requirements.
- The project will generate short-term construction related fugitive dust and noise impacts during construction. Best management practices need to be employed to reduce dust emissions. Compliance with HAR §11-46 relating to community noise control.
- All activities should include erosion control and other best management practices to reduce/eliminate pollution generating activities from impacting the project site and the surrounding areas.
- If any human remains or funerary material are discovered during ground disturbing activities, all activity in the immediate area must stop. The State Historic Preservation Division (SHPD) and County Police shall be called. Work in the area may resume only after SHPD and County Police authorize activity in the area.
- Approval from State Historic Preservation Division is required prior to any ground disturbing activities.

EXHIBIT E

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- Compliance with the Endangered Species Act is required. A portion of the project area is located in an area identified as a critical habitat ecosystem, the Montane Dry 01, and the *Manduca blackburni* critical habitat. As such, coordination and consultation with US Fish and Wildlife (USFWS), Division of Forestry and Wildlife (DOFaW) must be conducted prior to construction to determine what mitigations are required for the protection of endangered or threatened species as well as species of concern. Alternatives to barbed wire fencing may be required based on USFWS and DOFaW recommendations. It is anticipated that the avoidance of night work during sea bird fledgling season (September 15 through December 15) may be required.

- The project is located within the critical habitat of the Blackburn's sphinx moth. The adult Blackburn's sphinx moth feeds on nectar from native plants, including beach morning glory (*Ipomoea pes-caprae*), 'ilie'e (*Plumbago zeylanica*), and maiapilo (*Capparis sandwichiana*). Blackburn's sphinx moth larvae feed on non-native tree tobacco (*Nicotiana glauca*) and native aiea (*Nothocestrum* sp.). To pupate, the larvae burrow into the soil and can remain in a state of torpor for a year or more before emerging from the soil. Soil disturbance can result in death of the pupae. To avoid potential project impacts to the Blackburn's sphinx moth, the following mitigation measures will be taken unless technical assistance provided by DOFAW and/or USFWS provides alternative mitigation requirements:

    - A biologist familiar with the species will survey areas of proposed activities for Blackburn's sphinx moth and its larval host plants prior to work initiation.
    - Surveys will be conducted during the wettest portion of the year (usually November-April or several weeks after a significant rain) and within 4-6 weeks prior to construction.
    - Surveys will include searches for adults, eggs, larvae, and signs of larval feeding (chewed stems, frass, or leaf damage).
    - If moths, eggs, or larvae, or native aiea or tree tobacco over 3 feet tall, are found during the survey, please contact the Service for additional guidance to avoid impacts to this species.
    - If no Blackburn's sphinx moth, aiea, or tree tobacco are found during surveys, the following measures will be taken to avoid attraction of Blackburn's sphinx moth to the project location and prohibit tree tobacco from entering the site.
    - Remove any tree tobacco less than 3 feet tall. (Tree tobacco can grow greater than 3 feet tall in approximately 6 weeks. If it grows over 3 feet, the plants may become a host plant for Blackburn's sphinx moth.)
    - Monitor the site every 4-6 weeks for new tree tobacco growth before, during, and after the proposed ground-disturbing activity.
    - Monitoring for tree tobacco can be completed by any staff, such as groundskeeper or regular maintenance crew, provided with picture placards of tree tobacco at different life stages.

CONSULTATION

EXHIBIT E

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The following parties have been consulted about this declaration exemption (Name, affiliation, consultation date): Information from the following agencies was collected from their digital reference materials on October 14, 2021.

County- Planning Department
State- Department of Agriculture
Department of Land and Natural Resources
Department of Health, Clean Water Branch
Federal- U.S. Census Bureau
USDA, National Resources Conservation Service
Federal Emergency Management Agency
U.S. Fish and Wildlife Service

EXEMPT DECLARATION

The direct, cumulative, and potential impacts of the action described above have been considered pursuant to Chapter 343, Hawai'i Revised Statutes and Chapter 11-200.1, Hawai'i Administrative Rules. I declare that the action described above will have minimal or no significant impact on the environment and is therefore exempt from the requirement to prepare an environmental assessment.

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

10/18/21
Date

Attachments:
Figure- Overall Site Plan
Figure- Fog Catchment Detail
Figure- DHHL's Land Use Designations- (Maui Island Plan- Figure M)
Figure- State Land Use Districts
Figure-Maui County Zoning
Figure- Land Study Bureau
Figure- Agriculture Lands of Importance to the State of Hawai'i
Figure- Critical Habitats
Figure- Flood Hazard Areas and Wetlands
Figure Sea Level Rise Exposure Area and Special Management Area
Document-Project Description

☒ This document is on file in our office and is available for public review.

☒ This document has been submitted to the Office of Environmental Quality Control for publication in *The Environmental Notice*.

EXHIBIT E

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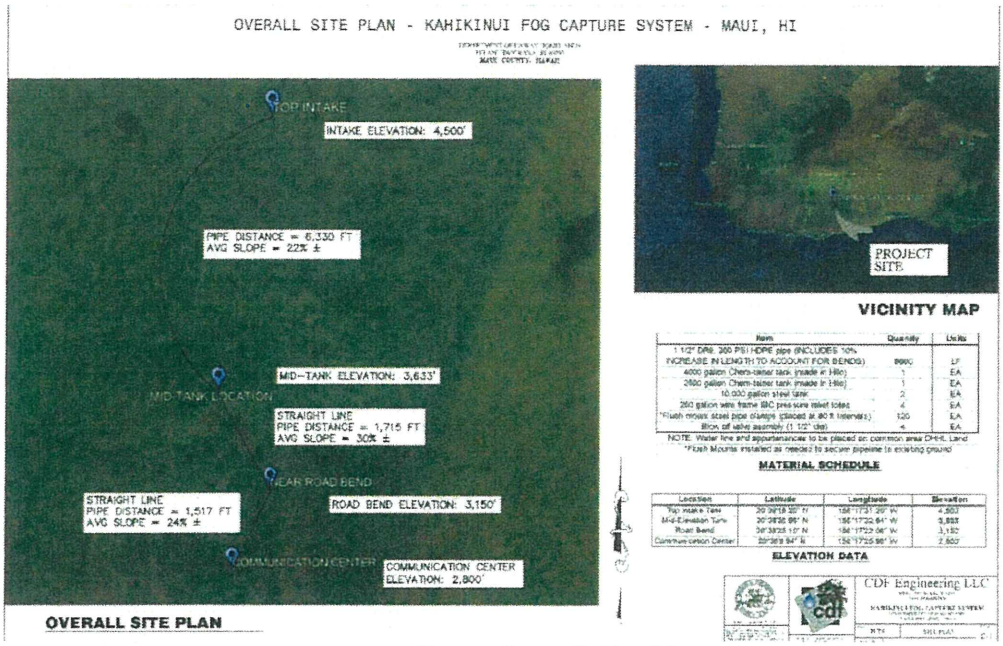


Figure-Overall Site Plan

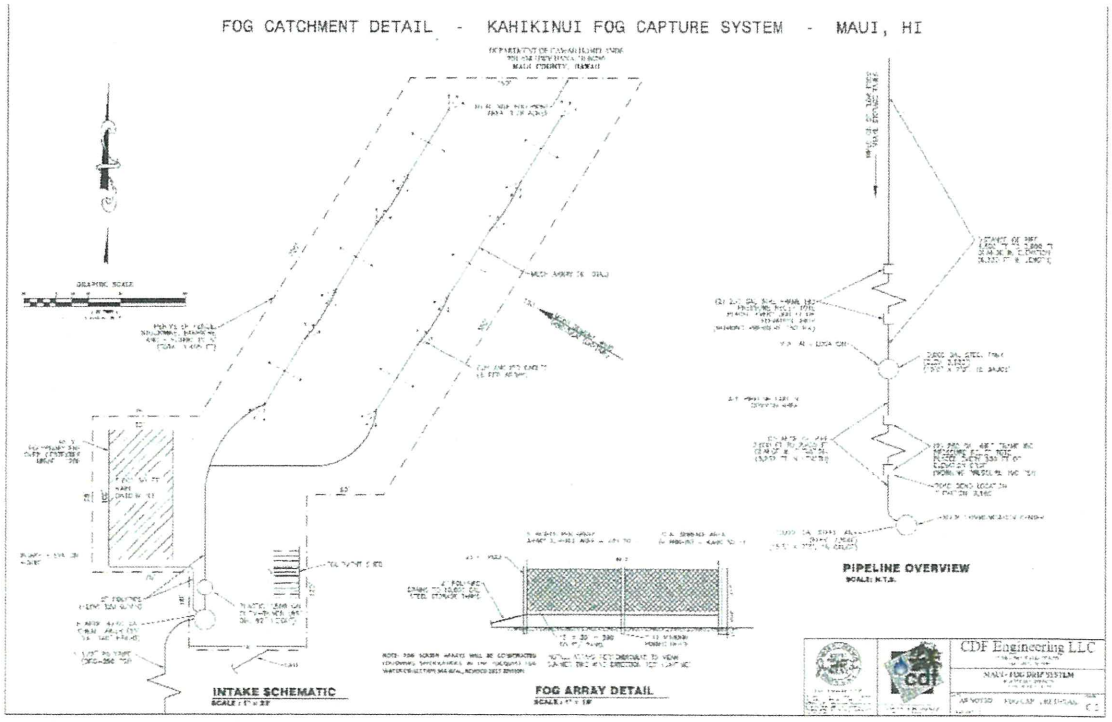


Figure- Fog Catchment Detail

EXHIBIT E

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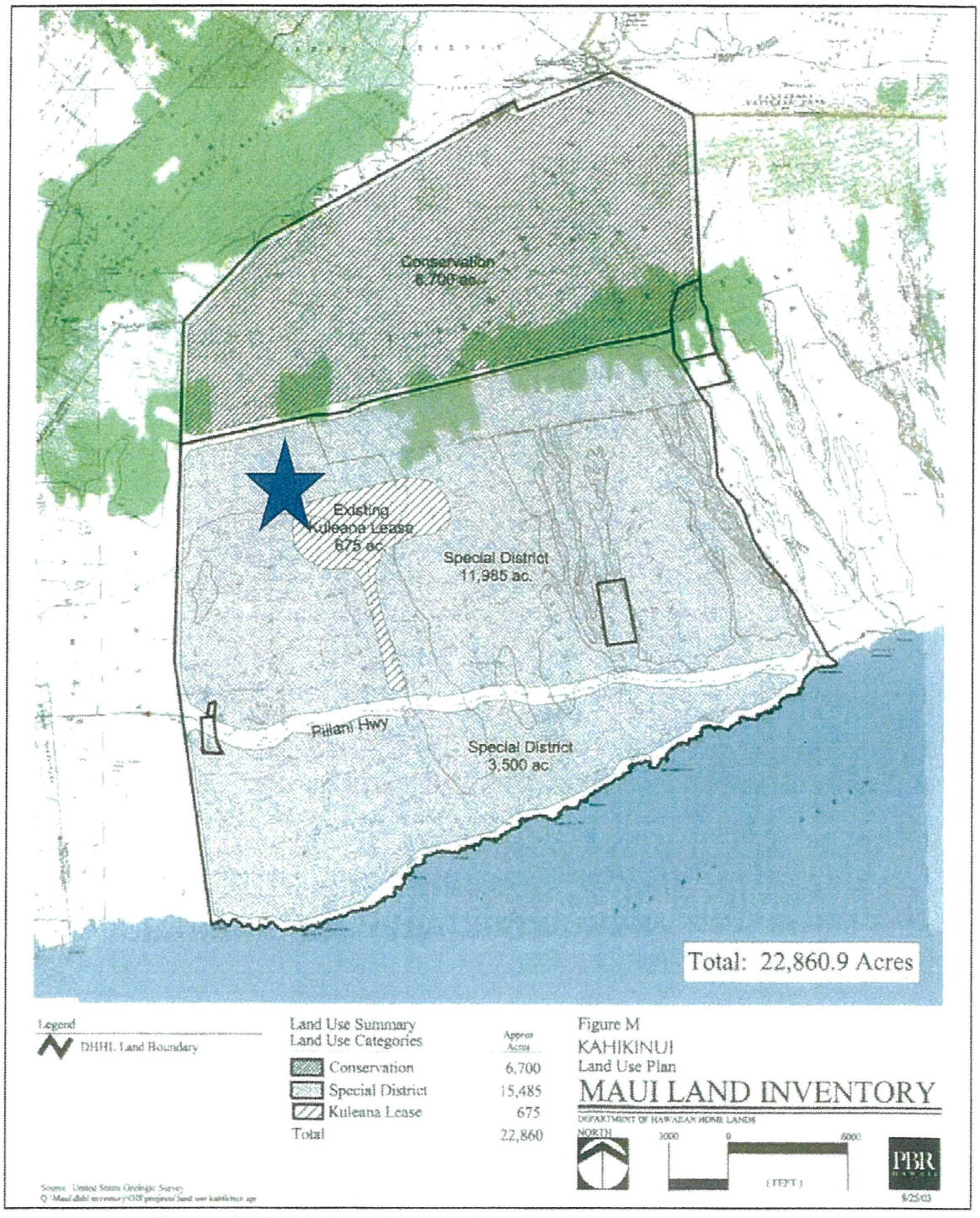


Figure- DHHL's Land Use Designations- (Maui Island Plan- Figure M)

EXHIBIT E

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Figure- State Land Use Districts



Figure- Maui County Zoning
(pale green-Agriculture, purple diagonal stripe- Interim)

EXHIBIT E

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Figure- Land Study Bureau



Figure- Agriculture Lands of Importance to the State of Hawai'i

EXHIBIT E

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Figure- Critical Habitats



Figure- Flood Hazard Areas and Wetlands

EXHIBIT E

ITEM: F-7

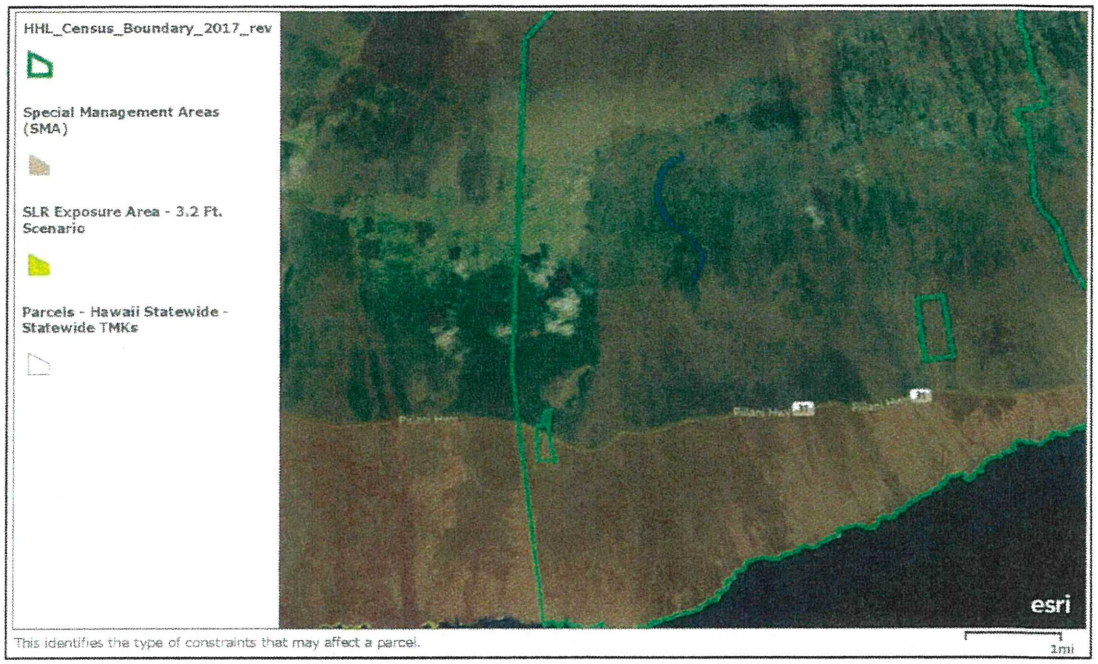
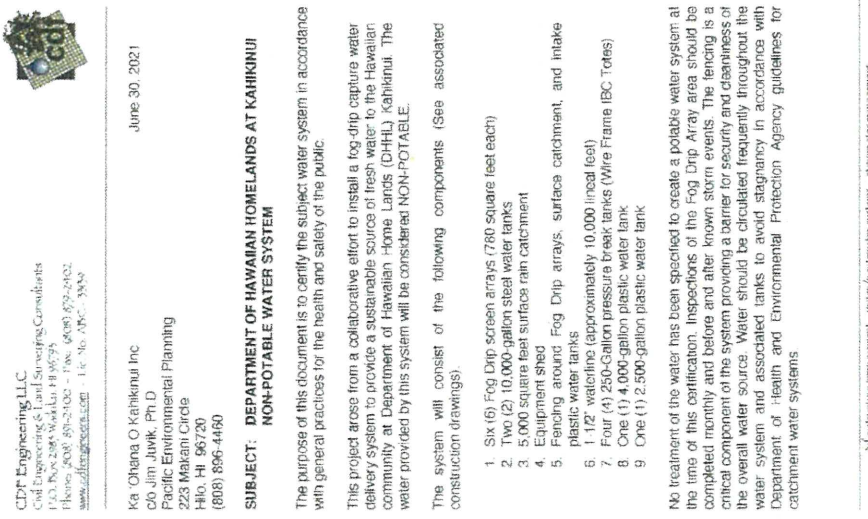


Figure Sea Level Rise Exposure Area and Special Management Area

Document-Project Description



CDP Engineering, LLC
Civil Engineering & Land Surveying Consultants
P.O. Box 2085 Waikoloa, HI 96738
Phone: (808) 854-2402 ~ Fax: (808) 854-2402
www.cdpengineers.com Lic. No. ABC-3350

Ka 'Ohana O Kahikinui Inc
c/o Jim Juvik, Ph D
Pacific Environmental Planning
223 Makani Circle
Hilo, HI 96720
(808) 896-4490

June 30, 2021

SUBJECT: DEPARTMENT OF HAWAIIAN HOMELANDS AT KAHIKINUI NON-POTABLE WATER SYSTEM

The purpose of this document is to certify the subject water system in accordance with general practices for the health and safety of the public.

This project arose from a collaborative effort to install a fog-drip capture water delivery system to provide a sustainable source of fresh water to the Hawaiian community at Department of Hawaiian Home Lands (DHHL) Kahikinui. The water provided by this system will be considered NON-POTABLE.

The system will consist of the following components (See associated construction drawings):

1. Six (6) Fog Drip screen arrays (780 square feet each)
2. Two (2) 10,000-gallon steel water tanks
3. 5,000 square feet surface rain catchment
4. Equipment shed
5. Fencing around Fog Drip arrays, surface catchment, and intake plastic water tanks
6. 1 1/2" waterline (approximately 10,000 lineal feet)
7. Four (4) 250-Gallon pressure break tanks (Wire Frame IBC Totes)
8. One (1) 4,000-gallon plastic water tank
9. One (1) 2,500-gallon plastic water tank

No treatment of the water has been specified to create a potable water system at the time of this certification. Inspections of the Fog Drip Array area should be completed monthly and before and after known storm events. The fencing is a critical component of the system providing a barrier for security and cleanliness of the overall water source. Water should be circulated frequently throughout the water system and associated tanks to avoid stagnancy in accordance with Department of Health and Environmental Protection Agency guidelines for catchment water systems.

(Non-Potable water system at Kahikinui page 1)

EXHIBIT E

ITEM: F-7

PROFESSIONAL ENGINEER CERTIFICATION

The undersigned, being a registered professional engineer, certifies that:

1. He has prepared the attached report and the information contained therein is true to the best of his information and belief; and
2. The water produced by the DHHL Kahikinui Fog Drip Capture System, the non-potable water system identified in the attached report, will comply with general guidelines for the health, safety, and operation of such a water system. While the State primary potable water regulations contained in Hawaii Administrative Rules, Title 11, Chapter 20, Rules Relating to Potable Water Systems, does not apply here, they can be used as general guidelines when said water system is operated and maintained in accordance with the instruction and information contained in this report.

This work was prepared by me or under my supervision

Jacob Freeman
Professional Engineer
CDF Engineering LLC
Lic. No 13736-C
Lic. Exp. 4-30-2022

The system will be operated by the local community and designated individuals. Those individuals will operate and maintain the water system in accordance with the instructions prescribed the professional engineer and so that the product/finished water will comply with general practices for the health and safety of the public.

The system will require all subsequent owners of the non-potable water system to operate and maintain the non-potable water system for the said project in accordance with the instructions prescribed by a professional engineer and so that the product/finished water will comply with the applicable laws.

The system operators will notify, before transfer of ownership, all subsequent owners of the potable water system of their duty to operate and maintain the potable water system for said project in accordance with instructions prescribed by a professional engineer and so that the product/finished water will comply with applicable laws.

Operations and Emergency Plan will consist of anticipating storm events, anchoring IBC totes, water tanks, fog array poles, and water lines. The Fog Drip screen material will be taken down during anticipated storm events with winds over 55 mph.

Sincerely,

Jacob Freeman, PE
Lic. No. 13736-C
Lic. Exp. 4-30-2022

(Non-Potable water system at Kahikinui pages 2-3)

EXHIBIT E

ITEM: F-7

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 17-18, 2025

To: Chairman and Members, Hawaiian Homes Commission

From: Linda Chinn, Acting Administrator
Land Management Division

From: Kaipo Duncan, Land Agent
Land Management Division

Subject: Approval of the Issuance of a Revocable Permit to Kauai Sports Unlimited, Camp Faith, Anahola Bay, Anahola, Kauai Island, TMK No.: (4) 4-8-007:020

APPLICANT:

Kaua'i Sports Unlimited (KSU) (See Exhibit A)

RECOMMENDED MOTION/ACTION: That the Hawaiian Homes Commission (HHC) authorize the issuance of a Revocable Permit to the Kaua'i Sports Unlimited (KSU) covering the subject area as identified and described below to use as an Adult and Youth Educational and Sports training site.

Approval and issuance of this Revocable Permit (RP) shall be subject to the following conditions:

A. 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 (EA).

B. Authorize the issuance of a RP to the KSU, covering the subject area for use as an Adult and Youth Educational and Sports training facility under the terms and conditions cited below, which are by this reference incorporated herein and further subject to the following:

1. The standard terms and conditions of the most current RP form, as may be amended from time to time;

2. Permittee shall use the Premises for an Adult and Youth Educational and Sports training site. No other use shall be allowed without DHHL's prior written approval;

3. The KSU shall steward approximately 5.43 acres of DHHL land to be used under this RP permit;

4. Monthly fee shall be gratis;

5. Permittee shall pay non-refundable processing and documentation fees totaling $175.00;

6. This RP shall conform to Federal, State, and County (government agencies) standards. Permittee shall obtain applicable permits and approvals from government agencies prior to the commencement of any work on the property that requires such permits and approvals;

7. Any construction or alteration of the permit area shall require DHHL approval;

8. All utilities shall be paid by KSU. Approval by the County of Kauai and DHHL is needed to access potable water and address sewer requirements. Electricity needs the approval of Kauai Island Utility Cooperative (KIUC);

9. All trash and debris accumulated shall be removed immediately from the site the same day or at the latest the next day. This is to deter the presence of flies and bad odors from being a nuisance to area neighbors. Furthermore, any bad odors or loud noise must be addressed immediately;

10. No overnight camping on the site unless given prior approval by the Hawaiian Homes Commission (HHC);

11. No new construction shall be allowed without the prior approval of DHHL. Should construction be allowed by DHHL all Federal, State and County of Kauai approvals and building permits will be required;

12. DHHL reserves the right to have the KSU do an Environmental Assessment (EA) if Staff feel an EA is warranted;

13. The RP document shall be subject to other standard terms and conditions of similar RP's issued by DHHL;

14. Review and approval by the State of Hawaii, Department of the Attorney General; and

15. Such other terms and conditions deemed prudent and reasonable by the Chairman of the Hawaiian Homes Commission (HHC) and/or the HHC to serve the best interests of the trust and its beneficiaries.

LOCATION:

Hawaiian Home Lands in Anahola, Island of Kaua'i, above the County water tank and South of Kealia Road, identified as TMK No.: (4) 4-8-007:020.

AREA:

Approximately 5.43 acres.

DISCUSSION:

Over the last 15 to 20 years Camp Faith, located at Anahola Bay and next to the Anahola River, has been riddled with illegal trespassing/camping, drug use/dealing, is a fire threat, and an overall health and safety issue for this area. An immediate presence at Camp Faith is needed to change this site from a negative to a positive force in the Anahola Village Community.

Mr. Ryan McKeague, Board Director of the Kaua'i Sports Unlimited (KSU), an Anahola Non-Profit entity, submitted a Non-Profit Organization Application for Long Term Use of DHHL lands in an email dated October 1, 2025, for an Adult and Youth Educational and Sports training site at TMK

No.: (4) 4-8-007:020 in Anahola, Kauai. While Land Management Division and Planning Office review the land use request application, the month-to-month revocable permit is presented for Hawaiian Homes Commission's approval for immediate presence to curb all the illegal activities.

KSU (501c3) is an Adult and Youth Educational and Sports training organization that services the native Hawaiian and local communities on Kaua'i Island. Mr. McKeague's educational administration career and sports experience allowed him to develop a program to cultivate athletic prowess.

KSU is designed to provide low or no-cost athletic training of all sports backgrounds for native Hawaiians and residents of Kaua'i. KSU uses multiple athletic training programs to include football, basketball, volleyball, etc. to develop athletes who excel at the highest levels and partners with other non-profit entities to provide services at a fraction of the cost of traditional sports training.

The mission of KSU is to empower individuals to become confident, compassionate, and effective leaders and strengthen the Kaua'i community by nurturing athletic talent, creating opportunities for male and female athletes, and supporting kupuna health by integrating the transformative power of sports. Through character development and teamwork all guided by values of aloha, respect, and ohana we cultivate future leaders who inspire positive change in their communities and beyond.

In their four (4) years of existence since 2021 and started during the Pandemic, they have served the Kauai Community by providing athletic opportunities to student athletes who were unable to participate in traditional Department of Education (DOE) sports programs. KSU also serves as a platform for leagues, teams, and individuals to organize sports activities while offering fundraising support.

DHHL staff believe KSU and its mission is a perfect fit for the adults and youth in Anahola, Kauai. With many latch key kids in Anahola whose parents work multiple jobs, a safe haven is needed. And with the high drug use rate this site will be an excellent outlet for keiki and adults.

Program Accomplishments:

- Established 501c3 in 2021
- Directly benefited 11 student athletes participate in college sports
- Extensive off-season training for athletes
- Serviced over 50 Native Hawaiian individuals, families, and organizations
- Supported by many Anahola families and DHHL Beneficiaries

DHHL staff has developed procedures, processing criteria, and the required documentation necessary to conduct a thorough due diligence review based on the Hawaiian Home Commission's (HHC) discussions and approvals of the Waimea Homestead Association's Waimea Nui Project.

Proposed due Diligence Review Checklist:

1. Non-Profit Organization Application for Long Term Use of DHHL lands
2. Land Use Request Assessment Worksheet(consistency)
3. Governing Documents, Mission Statement, DCCA
4. Number of members who are homesteaders from the affected homestead community (controlling interest)
5. Business/Project Plan review (feasibility)
6. Financial Plan Review (sustainability)
7. Project development schedule and timeline
8. Verification experience, track record and homestead acceptance explain relationships to homestead community (consultation, letters of support, partnerships)

9. Environmental Review and Community Benefits if applicable.

DHHL staff has held discussions with KSU, during 2025 and they have provided the necessary documentation as follows:

1. Non-Profit Organization Application for Long Term Use of DHHL lands. KSU requests the use of approximately 5.43 acres for the Adult and Youth Educational and Sports training site. (October 3, 2025).
2. Land Use Request Assessment Worksheet was completed by DHHL staff. The use will not change and should not require an environmental assessment. (October 2025)
3. Governing Documents, Mission Statement, DCCA and IRS documents will be produced in the future.
4. Business/Project Plan to be developed with the help of the Anahola Community.
5. Financial Plan and Pro-forma pending.
6. Project development schedule and timeline will be further detailed during the revocable permit period and presented prior to consultation for a possible long-term lease or license.
7. Verification experience, track record, and homestead acceptance to explain the relationship to the Anahola DHHL Homestead community will be developed during the revocable permit period prior to consultation and disposition approval.
8. Environmental Review and Community Benefits, environmentally not applicable, Stewardship will serve DHHL Beneficiaries.

PLANNING AREA:

End of Kamane Road, Anahola Bay, Anahola Kauai (See Exhibit "A")

LAND USE DESIGNATION:

The site is designated Special District (SD) consistent with the Kauai Island Plan and DHHL lands near this site. Table 2.1 DHHL Land Use Designations page 2-7 and Figure 8.2 Anahola/Kamalomalo'o Land Use Plan page 8-4.

CURRENT STATUS:

The site is vacant but fenced on three (3) sides with hog wire to help keep people out. Continuous problems for many years with illegal trespassers camping and a legitimate presence is needed on this site.

CHARACTRER OF USE:

Construction trades learning and training center.

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, "Resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. Any grubbing will be required to have erosion control measures in place."

Exemption Item Description from Agency Exemption List:

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 DHHL Planning Office (PO) has documented the action 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 (2022)

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

Land Use Planning Goals, Policies, and Metrics

- Goal LU-1: 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.

Natural and Cultural Resources Goal, Policies and Metrics

- Goal RM-1: Be responsible, long-term stewards of the Trust's lands and the natural, historic, and community resources located on these lands. Objectives:

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

Kauai Island Plan (2004)

The recommended disposition is consistent with the following elements of the Kauai Island Plan:

The site is designated Special District (SD) consistent with the Kauai Island Plan and DHHL lands near this site. Table 2.1 DHHL Land Use Designations page 2-7 and Figure 8.2 Anahola/Kamalomalo'o Land Use Plan page 8-4.

RECOMMENDATION

Land Management Division respectfully requests approval of the motion/action as stated.

Department of Hawaiian Home Lands
NON-PROFIT ORGANIZATION APPLICATION FOR LONG-TERM USE OF DHHL LANDS
Application
INSTRUCTIONS

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2025 OCT -3 AM 11:36

APPLICATION PROCESS ESTIMATED TIMEFRAME

Application Step	Timeframe	Responsible Entity
1. DHHL receives pre-application packet and notifies applicant if pre-application packet is complete	Up to 30 days	LMD
2. DHHL reviews completed project proposal and schedules review meeting with applicant to review questions, concerns, staff may have	Up to 90 days	PO & LMD
3. DHHL schedules beneficiary consultation meeting if project is not a regional plan priority project. The applicant's pre-application will be placed on the DHHL Land Management Division webpage for public review.	Meeting scheduled 3 months before on island HHC meeting. For example, if you are applying for DHHL land on Kauai, the beneficiary consultation meeting would be scheduled 3 months before the HHC meeting on Kauai. HHC meeting calendar go to: http://dhhl.hawaii.gov/hhc/	PO & Applicant
4. HHC ROE approval for due diligence	3 months after beneficiary consultation meeting	LMD & HHC
5. Conduct due diligence studies*	12-24 months	Applicant*
6. HHC approves FONSI	TBD	PO & HHC
7. HHC approves long-term disposition	TBD	LMD & HHC
8. Monitoring and reporting	TBD	Applicant & PO & LMD

[To be signed by person identified in Pre-Application Form Question #1] I hereby acknowledge that I have read and understand the above application instructions. I understand that this form is being submitted electronically and my typed name on the signature line will qualify as my signature for purposes of the above certification.

Signature:_____ Date: 10/1/25
Printed Name: Ryan McKeague Title: Director
Organization: Kaua'i Sports Unlimted

ITEM NO. F-8
EXHIBIT "A"

Department of Hawaiian Home Lands
NON-PROFIT ORGANIZATION APPLICATION FOR LONG-TERM USE OF DHHL LANDS
Application
INSTRUCTIONS

APPLICATION PROCESS ESTIMATED TIMEFRAME

Application Step	Timeframe	Responsible Entity
1. DHHL receives pre-application packet and notifies applicant if pre-application packet is complete	Up to 30 days	LMD
2. DHHL reviews completed project proposal and schedules review meeting with applicant to review questions, concerns, staff may have	Up to 90 days	PO & LMD
3. DHHL schedules beneficiary consultation meeting if project is <u>not</u> a regional plan priority project. The applicant's pre-application will be placed on the DHHL Land Management Division webpage for public review.	Meeting scheduled 3 months before on island HHC meeting. For example, if you are applying for DHHL land on Kauai, the beneficiary consultation meeting would be scheduled 3 months before the HHC meeting on Kauai. HHC meeting calendar go to: http://dhhl.hawaii.gov/hhc/	PO & Applicant
4. HHC ROE approval for due diligence	3 months after beneficiary consultation meeting	LMD & HHC
5. Conduct due diligence studies*	12-24 months	Applicant*
6. HHC approves FONSI	TBD	PO & HHC
7. HHC approves long-term disposition	TBD	LMD & HHC
8. Monitoring and reporting	TBD	Applicant & PO & LMD

[To be signed by person identified in Pre-Application Form Question #1] I hereby acknowledge that I have read and understand the above application instructions. I understand that this form is being submitted electronically and my typed name on the signature line will qualify as my signature for purposes of the above certification.

Signature: Ryan McKeague Date: 10/1/25
Printed Name: Ryan McKeague Title: Director
Organization: Kaua'i Sports Unlimted

RECEIVED
LAND MANAGEMENT
DIVISION

2025 OCT -3 AM 11:38

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
P. O. BOX 1879
HONOLULU, HAWAII 96805

Department of Hawaiian Home Lands

NON-PROFIT ORGANIZATION APPLICATION FOR LONG-TERM USE OF DHHL LANDS

PRE-APPLICATION FORM

This form should be used by non-profit organizations who are interested in securing a long-term license agreement for the use of DHHL lands to better serve native Hawaiian beneficiaries, their families, and the homestead community. Please review the Pre-Application Guidelines and Instructions document before you fill out this form because it provides detailed instructions and it explains all the steps involved in securing a long-term license agreement.

APPLICANT INFORMATION

Name of Organization: Kaua'i Sports Unlimited
Date of Incorporation: March 2021 IRS Tax-Exempt #: 89-2953353

1. Please identify one individual who will be the point of contact for this application:
   Contact Name: Ryan McKeague Title: Director
   Email Address: RyanGMckeague@gmail.com Phone: 808-346-1404

2. What is the mission/vision of your organization?
   [Please provide your typed responses on a separate page]

3. Please describe the history of your organization.
   [Please provide your typed responses on a separate page]

4. How has your organization previously served beneficiaries of the Hawaiian Homes Commission Act?
   [Please provide your typed responses on a separate page]

5. Describe past experiences, projects, or programs in the last five years that illustrate consistency with your organization's mission/vision statement.
   [Please provide your typed responses on a separate page]

6. Please provide references (name and contact information) and/or Letters of Support for this application for non-homestead use of Hawaiian Home Lands.
   [Please provide your typed responses on a separate page]

7. If you are developing your project in partnership with another organization(s), please describe the roles and responsibilities of each organization during project development, implementation, and long-term management.
   [Please provide your typed responses on a separate page]

PROJECT INFORMATION

8. Describe the project. What are your project goals and objectives? What kinds of activities, programs, and/or services will you provide? Describe the need for your project and how it will benefit the DHHL trust, homestead lessees, and/or waitlist applicants.
[Please provide your typed responses on a separate page]

9. Please share your current thinking about the following project elements:
   a. The planning process and your efforts to include beneficiaries.
   b. Beneficiary involvement throughout the duration of the project.
   c. Design and construction costs for major improvements (if any).
   d. Long-term management and operation of project facilities and the requested land area.
   e. Long-term maintenance and repairs.
   [Please provide your typed responses on a separate page]

10. Is the proposed project a Regional Plan Priority Project? YES ☐ NO ☐

11. How do you intend to secure funding and other needed resources for the project?
[Please provide your typed responses on a separate page]

PROJECT LOCATION

12. Identify the parcel(s) of land your organization is requesting.
Tax Map Key Number(s): 480070200000 Acres: 5.43
Homestead Area: Anahola Regional Plan Area: Kamane Rd
Island Plan Land Use Designation: *check all that apply below*
Community Use ☒ General Agriculture ☐ Conservation ☐ Special District ☐ Other ☐

13. Please attach a map that marks the boundaries of the area of land you are requesting. Please also identify on a separate map the conceptual layout and siting of proposed uses.

14. What are the existing uses in the surrounding area? Please describe how your proposed use is consistent with the existing surrounding uses.
[Please provide your typed responses on a separate page]

15. Why do you want to implement your project at this site? Describe the characteristics of the site and surrounding area that make it an ideal location for your project.
[Please provide your typed responses on a separate page]

TIMEFRAME

16. What is the general timeframe for implementing the project (estimated years)? Please identify major benchmarks and phases.
[Please provide your typed responses on a separate page]

I hereby acknowledge that I have read this application and certify that the information provided in our responses are correct. I understand that this form is being submitted electronically and my typed name on the signature line will qualify as my signature for purposes of the above certification.

Signature: _____ Date: Oct/1/25
Printed Name: Ryan McKeague Title: Director
Organization: Kaua'i Sports Unlimited

Department of Hawaiian Home Lands
NON-PROFIT ORGANIZATION APPLICATION FOR LONG-TERM USE OF DHHL LANDS

PRE-APPLICATION FORM ANSWERS

ORGANIZATION: Kaua'i Sports Unlimited

1. *answered on application*

2. What is the mission/vision of your organization?

Our mission is to empower individuals to become confident, compassionate, and effective leaders and strengthen the Kaua'i community by nurturing athletic talent, creating opportunities for male and female athletes, and supporting kupuna health by integrating the transformative power of sports. Through character development and teamwork all guided by values of aloha, respect, and o'hana we cultivate future leaders who inspire positive change in their communities and beyond.

3. Please describe the history of your organization.

Kaua'i Sports Unlimited (KSU) was established in 2021 during the pandemic to provide athletic opportunities for student-athletes who were unable to participate in traditional Department of Education programs. KSU also serves as a platform for leagues, teams, and individuals to organize sports activities while offering fundraising support.

4. How has your organization previously served beneficiaries of the Hawaiian Homes Commission Act?

Through KSU the following student athletes are just a few that have directly benefitted from the organization:

Olivia Malafu '23 - Southern Utah University

Noah Navalta '24 - Pacific University

Kana'i Aguiar '23 - Bethany University

Kyla Hopton '23 - Hawaii Pacific University

Eli Keoho '23 - Linfield University

Epoki & Sepuloni Tafea '22 - Kansas Wesleyan University

Evan Daligdig '24 - Linfield University

Athletes from Anahola specifically:

Kawika Rogers - University of Oregon

Lono Aki - Feather River CC

Nainoa Simmons-Kaohelaulii - Goldenwest CC

Kaikoa Kanakaole - University of Montana

5. Describe past experiences, projects, or programs in the last five years that illustrate consistency with your organization's mission/vision statement.

We are fully committed to helping youth become leaders both on and off the field, while excelling in their chosen sport. Kaua'i Sports Unlimited provides extensive off-season training opportunities to support the scholar-athlete. Over the years, we have organized and participated in Pylon 7-on-7 tournaments, Lineman Challenges, baseball leagues and training, travel basketball teams, softball travel programs, and advanced volleyball for both boys and girls. KSU is also the proud original founder of the Anahola Soccer Club, now known as Futsal Kaua'i, which has since been entrusted to dedicated community members who are experts in soccer coaching. At our core, everything we do is guided by a commitment to truth, growth, and building a stronger Hawaiian Homelands community.

6. Please provide references (name and contact information) and/or Letters of Support for this application for non-homestead use of Hawaiian Home Lands.

Bronson Lovell (Anahola Crossfit)

Henry Kupihea (Farm Lot Project)

John Kaneholani & Lorna Contrades (Kahalepuna)

7. If you are developing your project in partnership with another organization(s), please describe the roles and responsibilities of each organization during project development, implementation, and long-term management.

KSU is currently operating on its own, but we welcome the opportunity to work alongside anyone and any organization in our community, as long as we're all moving forward with our mission and vision in mind.

8. Describe the project. What are your project goals and objectives? What kinds of activities, programs, and/or services will you provide? Describe the need for your project and how it will benefit the DHHL trust, homestead lessees, and/or waitlist applicants.

Kaua'i Sports Unlimited (KSU) seeks to acquire land in Anahola to build a multi-use training facility designed to serve both the local community and residents island-wide. The facility will include two full-size beach volleyball courts (one for women and one for men), a half-size football field adaptable for multiple sports, and a spacious courtyard dedicated to a Kupuna Wellness program. This center will provide a much-needed, year-round space for off-season athletic training, while also offering a safe and welcoming environment for kupuna and community members to enjoy the 'āina. By granting KSU stewardship of this parcel, we will ensure its proper care and management, while creating a positive, safe, and purposeful space for the community generations to come.

9. Please share your current thinking about the following project elements:

a. The planning process and your efforts to include beneficiaries.

b. Beneficiary involvement throughout the duration of the project.

c. Design and construction costs for major improvements (if any).

d. Long-term management and operation of project facilities and the requested land area.

e. Long-term maintenance and repairs.

A. *KSU has worked closely with the community for several years with one board member a resident in Anahola for over 20+ years and one founder born and raised in Anahola. This helped understand the needs of the people.*
B. *The KSU facility will be open to all of the community to utilize year round while also providing job opportunities and learning valuable skills.*
C. *As of now, costs to start the project are estimated roughly at $10-$15k to clear the land and establish scale and design.*
D. *Land parcel will be managed by KSU staff, hired community, and volunteers.*
E. *All maintenance and repairs will be handled by KSU staff.*

10. Is the proposed project a Regional Plan Priority Project?

No.

11. How do you intend to secure funding and other needed resources for the project?

KSU plans to secure funding through grants and donations from various sources and materials will either be purchased or donated, if not already obtained.

12. *answered on application*

13. *See attached*

14. What are the existing uses in the surrounding area? Please describe how your proposed use is consistent with the existing surrounding uses.

To the east of the requested parcel is Camp Kumu, a public campground. Adjacent to both areas is another 5-acre parcel of State land, while the remaining surroundings are primarily residential. The proposed KSU facility would complement the existing outdoor activities in the area and enhance community safety by transforming the land—currently burdened with trash, debris, and unsafe use—into a clean, positive, and purposeful space for all.

15. Why do you want to implement your project at this site? Describe the characteristics of the site and surrounding area that make it an ideal location for your project.

The requested land parcel in Anahola is an ideal site for the KSU project because of its size and central location. It offers ample space for multiple sports training areas, beach sand courts for volleyball, and community gathering spaces—all situated in the heart of the Hawaiian Homelands, where it can directly serve and uplift the community.

16. What is the general timeframe for implementing the project (estimated years)? Please identify major benchmarks and phases.

Year 1: Surveying, land clearing & cleaning large trash and debris. Planting native plants along river to upholdd shore line from erosion, growing grass.

Year 2: Depending on grass growth - build football field, make roadways, build office and storage space, electric and water running.

Year 3: Build volleyball courts and Kupuna area for activities, while continuing to maintain land.

Year 4 : Establish scheduled hours, staff, programs for facility use and open to the public.

Year 5: Continue to grow the facility and attendance, while expanding our reach throughout the entire island to benefit as well.

County of Kaua'i
State of Hawai'i



Overview



Legend

- Parcels
- CPR Units
- Roads

Parcel ID	480070200000	**Situs/Physical Address**	KAMANE RD	**Total Market Value**	$3,884,500
Acreage	5.43	**Mailing Address**	HAWAIIAN HOME LANDS	**Total Assessed Value**	$3,884,500
Class	NON-OWNER-OCCUPIED RESIDENTIAL			**Total Exemptions**	$3,884,500
				Total Net Taxable Value	$0

Last 2 Sales

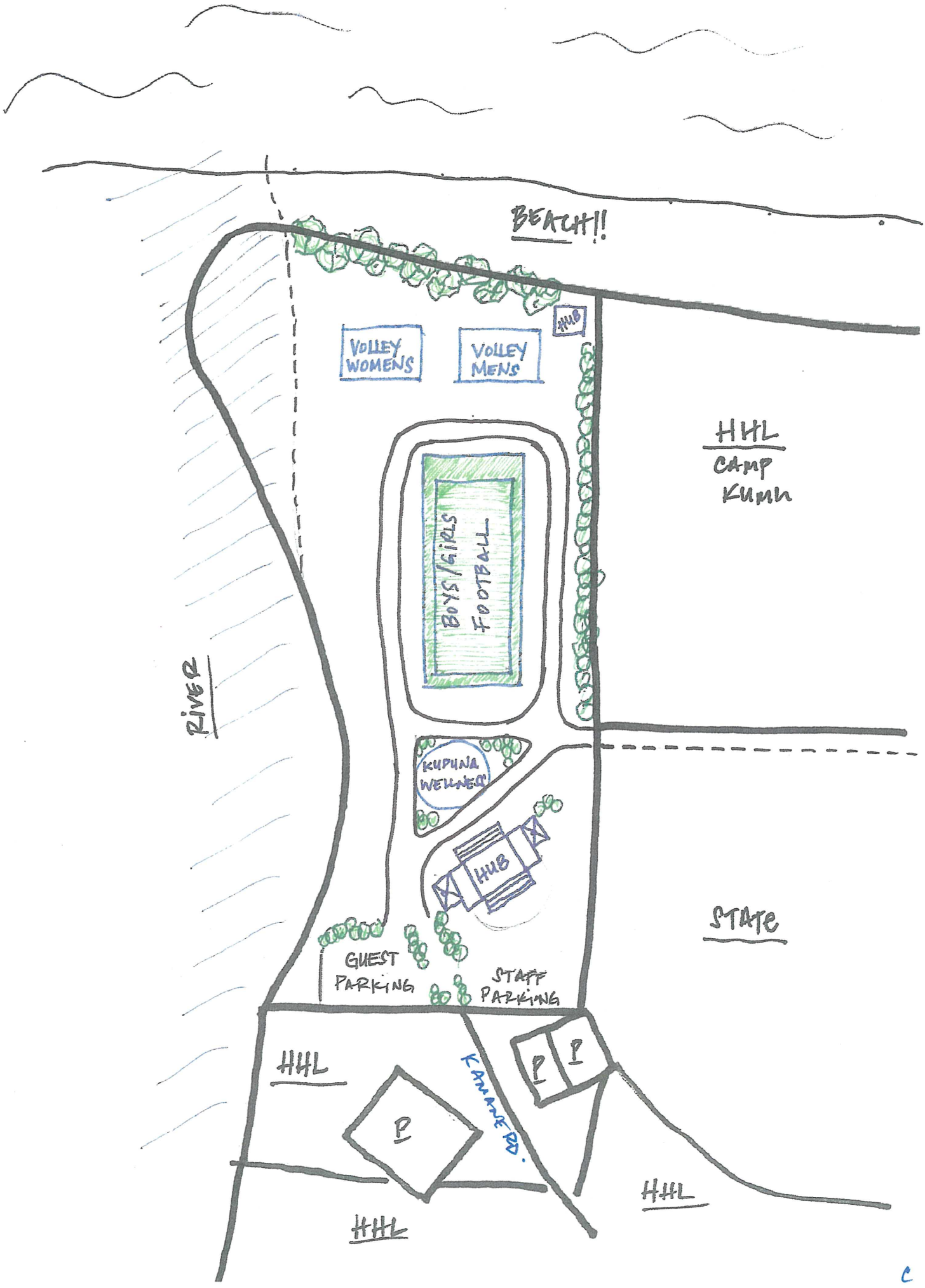
Date	Price	Reason
n/a	0	n/a
n/a	0	n/a

Brief Tax Description n/a
(Note: Not to be used on legal documents)

The Geographic Information Systems (GIS) maps and data are made available solely for informational purposes. The GIS data is not the official representation of any of the information included, and do not replace a site survey or legal document descriptions. The County of Kauai (County) makes or extends no claims, representations or warranties of any kind, either express or implied, inluding, without limitation, the implied warranties of merchantability and fitness for a particular purpose, as to the quality, content, accuracy, currency, or completeness of the information, text, maps, graphics, links and other items contained in any of the GIS data. In no event shall the County become liable for any errors or omissions in the GIS, and will not under any circumstances be liable for any direct, indirect, special, incidental, consequential, or other loss, injury or damage caused by its use or otherwise arising in connection with its use, even if specifically advised of the possibility of such loss, injury or damage. The data and or functionality on this site may change periodically and without notice. In using the GIS data, users agree to indemnify, defend, and hold harmless the County for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data.

Date created: 10/2/2025
Last Data Uploaded: 10/1/2025 4:28:06 AM

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BEACH!!
HUB
VOLLEY WOMENS
VOLLEY MENS
HHL
CAMP KUMU
BOYS/GIRLS FOOTBALL
RIVER
KUPUNA WELLNESS
HUB
STATE
GUEST PARKING
STAFF PARKING
HHL
P
P
P
KAMANE RD.
HHL
HHL
C

UNLIMITED

ADDENDUM

- This project will directly benefit the beneficiary youth by having a local facility that can be easily accessible within walking/biking distance for the youth to train and further advance their athletic skills and become strong leaders within their community.

- Board Director, Ryan McKeague, is a direct beneficiary resident of Anahola for over 20 years and has worked closely with the youth either as an assistant or as a head coach for over 25 years. Founder, Ka'imi Kaneholani, was born, raised, and still resides in Anahola directly associated with the local community. Mahi'ai Naihe, also a beneficiary residing in Anahola, is a former police officer of KPD and operates a security company which will assist in keeping the homeless off the property.

- If granted, KSU presiding over the requested land in Anahola will clean up all trash and waste that has been dumped, set up security cameras and light sensors to keep vagrants from abusing the land which will provide a space for beneficiaries and the general public to enjoy the space safely again.

- KSU is a fully insured non-profit organization since date of inception, March 2021.

- Some of the professionals who will be present at the Facility are:
    - Ryan McKeague - Beneficiary and Head Coach Kapaa Football (over 25 years)
    - Mike Tresler - Head Coach Kapaa Football (over 25 years)
    - Ka'imi Kaneholani - Beneficiary and Certified CPR and Lifeguard Coach
    - Dr. Reid Tamanaha PHd - Urgent Care Physician
    - John Takamura - Retired KPD Lieutenant
    - Todd Tanaka - Retired KPD Lieutenant
    - Dustin Alfiller - Retired Fire Captain
    - Calvin Paleka - Beneficiary and Kapaa High School Teacher
    - Maka Ahloo - Kapaa High School Teacher

- KSU plans to provide opportunities for the community to voluntarily be a part of an annual Blessing of the Lands Anniversary event and an annual Kupuna Native Plants Gardening Day.

- KSU plans to collaborate with cultural practitioners to create an oli dedicated to the land — one that all staff members will learn as a gesture of respect and connection. The mo'olelo of Anahola will be shared and represented throughout the facility grounds and honored during our annual Blessing and Anniversary Event. These narratives — including those of Kalalea Mountain, the Amu wind, 'Alia Manu, and Kanaha — will serve to teach, remind, and connect our youth and future generations to the rich history, spirit, and identity of Anahola.

DCCA State of Hawaii

Downloaded on November 5, 2025.
The information provided below is not a certification of good standing and does not constitute any other certification by the State.
Website URL: http://hbe.ehawaii.gov/documents

Business Information

MASTER NAME	KAUAI SPORTS UNLIMITED, INC.
BUSINESS TYPE	Domestic Nonprofit Corporation
FILE NUMBER	319345 D2
STATUS	Active
PURPOSE	NOT FOR PROFIT SPORTS EDUCATION LEADERSHIP DEVELOPMENT
ORGANIZED IN	Hawaii UNITED STATES
INCORPORATION DATE	Mar 30, 2021
PRINCIPAL ADDRESS	4374 KAUILA ST LIHUE, Hawaii 96766 UNITED STATES
MAILING ADDRESS	4374 KAUILA ST LIHUE, Hawaii 96766 UNITED STATES
TERM	PER
AGENT NAME	MICHAEL TRESLER
AGENT ADDRESS	4374 KAUILA ST LIHUE, Hawaii 96766 UNITED STATES

Annual Filings

FILING YEAR	DATE RECEIVED	STATUS
2025	Jun 9, 2025	Processed
2024	Jan 4, 2024	Processed
2023	Apr 21, 2023	Processed
2022	Mar 14, 2022	Processed

Officers

NAME	OFFICE	DATE
MCKEAGUE,RYAN	V/D	Jan 1, 2022
ALFILER,DUSTIN	D	Jan 1, 2024
TRESLER,MICHAEL	D	Jan 1, 2024

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 17-18, 2025

To: Chairperson and Members, Hawaiian Homes Commission

Through: Linda Chinn, Acting Administrator
Land Management Division

From: Andrew Sante, Land Agent
Land Management Division

Subject: Approval to Terminate License Agreement No. 372 as to Waimana Enterprises, Inc. and its Assignees (Statewide)

RECOMMENDED MOTION/ACTION

Land Management Division requests the Hawaiian Homes Commission to approve the following actions:

1. Terminate License No. 372 as to Waimana Enterprises, Inc. and its assignees, under Section 19 based on the breaches described herein.
2. Approve the LMD/Broadband continuity plan for site access, security, emergency maintenance, and interim administration.
3. Approve, on a conditional basis, the issuance of carrier/site-specific interim license agreements to maintain uninterrupted service and orderly operations, with final terms subject to the Hawaiian Homes Commission's approval.
4. Authorize the necessary records corrections and updates (including ASR/FAA/FCC).
5. Authorize the Chairperson to sign and issue the notice of termination letter to immediately commence implementation, and to approve any related notices and instruments.

BACKGROUND/HISTORY

(See Exhibit "1") License No. 372 was issued in 1995 to Waimana Enterprises, Inc. to provide telecommunications on Hawaiian Home Lands, with later partial assignments to Sandwich Isles Communications, Inc. for wireline operations and Pa Makani, LLC for wireless. From the mid-2010s forward, the Licensee and its affiliates entered extended nonperformance and regulatory trouble, resulting in persistent noncompliance with core license obligations for roughly a decade. In 2024, the Licensee publicly announced a discontinuance of service to homestead customers, which prompted federal and state orders addressing unauthorized discontinuance, consumer protections, and transition obligations.

On August 13, 2025, the Department issued a Notice of Breach to Waimana and its assignees (See Exhibit "2"). In addition to the chronology above, the Notice identifies the following grounds:

(i) failure to pay license fees owed to DHHL, with unpaid amounts and penalties exceeding **$953,194** as of November 2025;

(ii) Refusal by Waimana and its assignees (including SIC) to cooperate with the Hawai'i Public Utilities Commission in its investigative docket assessing fitness, willingness, and ability to continue regulated service on DHHL lands;

(iii) Violation of federal law by failing to obtain prior approval for discontinuance of service under 47 U.S.C. § 214(a), as determined by the FCC in its June 3, 2024 letter;
(iv) Violations of HAR §§ 6-80-123 and 6-80-129, as determined by the PUC's July 22, 2024 Decision and Order;
(v) Failure to maintain and safely operate telecommunications infrastructure and to comply with applicable maintenance, public-safety, and access obligations; and
(vi) Service failures and abandonment indicators, including asset-auction activity and discontinuance of service.

The Notice was hand-delivered on August 19, 2025, accepted by certified mail on September 2, 2025, and provided a sixty-day cure period that expired on November 1, 2025. Sites under the License remain live and in active service to surrounding communities, including two facilities carrying FirstNet/public-safety traffic. Carriers continue operating under existing communication-site agreements, but rents and fees have been remitted to Waimana and its affiliates without required payments to DHHL. A consultant has flagged corrosion at the Keaukaha self-support tower requiring structural mapping and remediation, and other locations warrant due-diligence inspections to confirm condition and prioritize maintenance.

DISCUSSION – SERVICE CONTINUITY PLAN

Upon Commission approval and the Chair's issuance of the termination letter, DHHL will terminate License No. 372 as to Waimana and its assignees, under Section 19 and take immediate possession and control of the premises, as defined in Section 23, to secure sites, protect public safety, conduct inventory, and oversee inspections. The termination letter will identify uncured breaches, confirm cancelation under Section 19, and provide a reasonable, scheduled opportunity for Licensee to remove property in accordance with Sections 19 and 17.

DHHL will request that within fourteen calendar days of the termination notice, Licensee will be required to submit a DHHL Access Request Form designating a single point of contact, insurance, equipment lists, and site identifiers. Within seven calendar days of receiving a completed request, DHHL will issue a reasonable island-by-island block schedule for escorted access. Access will be supervised by DHHL, limited to approved work areas, and coordinated so as not to interfere with active carrier operations. Failure to timely submit the form, coordinate with DHHL's schedule, or remove property within DHHL's window of time after written notice will authorize DHHL to retain the property or to remove the property at Licensee's cost, consistent with the License.

To maintain service continuity, DHHL will serve as licensor/administrator on an interim basis and execute short-term, carrier/site-specific license agreements that preserve current business terms until long-term dispositions can be negotiated. Carriers will retain ownership of their equipment. Rents and fees currently remitted to Waimana will be redirected to DHHL effective as of the termination date. DHHL will standardize gates, doors, locks, and enforcement signage; and route all access and maintenance through LMD with Broadband coordination. An engineering contractor will conduct inventory and structural triage and will develop an action plan for prioritized repairs. LMD will also process records corrections and contact/registrant updates with ASR/FAA/FCC as appropriate.

AUTHORIZATION

- **Section 10-4-22, of the Hawaii Administrative Rules** authorizes the issuance of license as easements subject to reverter to the department upon termination or abandonment
- **Section 207(c), Hawaiian Homes Commission Act, 1920**, as amended, authorizes the department to grant license for the use of Hawaiian Home Lands for public purposes

- **License No. 372, §17 (Removal of Licensee Property):** After termination or expiration, Licensee has a reasonable window to remove its personal property and must restore affected areas; failure to do so allows DHHL to remove, store, retain, or dispose at Licensee's cost.
- **License No. 372, §19 (Breach/Abandonment)**: Upon notice and an uncured cure period, DHHL may cancel the License for breach or abandonment, immediately enter and take possession/control of the premises.
- **License No. 372, §23 (Premises Definition):** "Premises" means the described lands and all improvements placed thereon.

RECOMMENDATION

Land Management Division recommends approval of the requested motion/action as stated.

List of Exhibits:

- Exhibit 1: SIC Timeline
- Exhibit 2: Notice of Breach Letter (Aug. 2025)

1990s-2000s

- **1995:** DHHL issues License No. 372 to Waimana Enterprises, Inc.
- **1996:** Partial assignment to Sandwich Isles Communications (SIC) for wireline operations.
- **1997:** Eligible Telecom. Carrier (ETC) designation (opens access to federal support).
- **1998–2001:** ~$166M USDA/RUS financing; mortgage recorded Mar 2, 1998; network buildout on HH lands.
- **2007–2009:** Paniolo inter-island fiber/backhaul constructed (PCC owns; leased to SIC; ClearCom builds).

2010s-2024

- **2012:** Wireless rights assigned to Pa Makani dba Sandwich Isles Wireless.
- **2013:** SIC defaults on RUS obligations
- **Aug 2015:** HHC's last comprehensive public discussion; transparency/profit-share concerns; no financials produced.
- **2015–2017 (regulatory/enforcement):**
    - **2015:** Waimana's principal convicted on tax related charges; 2016: sentenced to 46
    - months. See https://www.justice.gov/archives/opa/pr/hawaii-businessman-sentenced-46-months-prison-tax-fraud
    - **2016:** FCC finds tens of millions in improper USF receipts (FCC 16-167); PUC determines SIC not an ETC (subsidy eligibility ends).
    - **2017:** FCC preempts claimed exclusivity on HH lands.
- **2018–2019 (creditor actions):** DOJ sues to recover ~$128M on RUS loans; 2019 bankruptcy court enters judgment > $256M against SIC (Paniolo-related). SIC assets exposed to execution and levy.
- **2024 (service discontinuance):**
    - **June 1:** Licensee improperly tells customers it will stop service, without required notice or regulatory permission.
    - **June 3:** FCC issues cease-and-desist order for unapproved service shutdown
    - **July 22:** PUC found the Licensee violated HAR (unlawful discontinuance and deficient customer notice); ordered it to cease the discontinuance, cooperate in number porting and customer transitions, and complete corrective actions; later denied reconsideration.

EXHIBIT 2 – NOTICE OF BREACH LETTER

JOSH GREEN, M.D.
GOVERNOR
STATE OF HAWAII
Ke Kia'āina o ka Moku'āina 'o Hawai'i

SYLVIA J. LUKE
LT. GOVERNOR
STATE OF HAWAII
Ka Hope Kia'āina o ka Moku'āina 'o Hawai'i

KALI WATSON
CHAIRPERSON, HHC
Ka Luna Ho'okele

KATIE L. LAMBERT
DEPUTY TO THE CHAIR
Ka Hope Luna Ho'okele

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
Ka 'Oihana 'Āina Ho'opulapula Hawai'i
P. O. BOX 1879
HONOLULU, HAWAII 96805

August 13, 2025

CERTIFIED MAIL
9589 0710 5270 1951 6512 01
RETURN RECEIPT REQUESTED

Ms. Wendy Hee
Waimana Enterprises, Inc.
PO Box 893128
Mililani, HI 96789

Subject: Notice of Breach - License Agreement No. 372 Waimana Enterprises, Inc.

Dear Ms. Hee:

The Department of Hawaiian Home Lands ("DHHL") hereby supplements the unresolved demands and notices of violations dated March 2, 2020 and June 9, 2020 and issues this formal Notice of Breach to Waimana Enterprises, Inc. ("Waimana") under License Agreement No. 372 ("License 372"), originally issued to Waimana in 1995. Pursuant to Section 19 (Breach) of License 372, Waimana is hereby notified of multiple material breaches of the License Agreement.

Waimana's assignees have failed to pay license fees to DHHL, resulting in delinquent amounts exceeding **$914,551.00** as of **August 2025**. Waimana has taken no corrective action to cure these outstanding obligations, which constitutes a material breach of its financial responsibilities under License 372. In addition to the outstanding monetary amounts that are due and owing, DHHL has previously requested that Waimana provide copies of any agreements that it or related entities may have with third parties that are operating telecommunications, tower, or antenna facilities on DHHL's land. Waimana and its assignees have failed to fully provide that information. The refusal to provide transparency obscures the full scope of the financial defaults under the License, and DHHL therefore reserves the right to amend its monetary demands accordingly.

Waimana's assignees have also engaged in regulatory non-compliance. Specifically, Sandwich Isles Communications, Inc. ("SIC") has violated federal law by failing to obtain prior approval for the discontinuance of telecommunications service in violation of 47 U.S.C. § 214(a). Additionally, SIC has violated Hawaii Administrative Rules § 6-80-123 and 6-80-129, as determined by the Hawaii Public Utilities Commission's (PUC) July 22, 2024 Decision and Order. Waimana has further refused to cooperate with the PUC's investigative docket opened to

assess its fitness, willingness, and ability to continue providing regulated telecommunications services.

Assets held by SIC, Waimana's assignee, were levied, executed upon, and sold at auction by the Rural Utilities Service. DHHL previously expressed its concerns that this development, and related adverse judicial and regulatory decisions, may have rendered Waimana's operation insolvent. To address those concerns, DHHL requested that Waimana provide proof of its financial ability to continue to perform its obligations under the License. Waimana refused or was unable to provide such proof. In a hearing before the Public Utilities Commission on June 17, 2024, Albert Hee, then acting on behalf of SIC, Waimana's assignee, stated that SIC terminated service to DHHL beneficiaries "because we ran out of money."

The auction of SIC's assets, the discontinuation of service, and admission that SIC was out of money serve as ample evidence of abandonment under Section 15 of License 372. Under that Section, if any service areas are abandoned for more than one year, "then all rights granted" under License 372 "shall terminate." HAR § 10-4-22 specifies that licenses of this nature revert to DHHL upon termination or abandonment.

As you acknowledged before the Public Utilities Commission and elsewhere, Waimana's assignees have failed to maintain continuous and reliable telecommunications service to DHHL beneficiaries across various service areas. This failure to deliver consistent service constitutes a direct violation of License 372, which requires the licensee to maintain operations and provide services comparable to those offered in adjacent communities. *See* License, §5.

The failure by Waimana's assignees to maintain continuous and reliable telecommunications service to DHHL beneficiaries was not a mere technicality or an aberration. Rather, it was part of a larger, pervasive pattern of acts and omissions in violation of Waimana's legal obligations. These violations were so significant that they triggered an Emergency Proclamation by the Governor and remedial action by the FCC to mitigate the impacts. Waimana's failure to ensure compliance with Federal and State law is a further breach of Section 18 of License 372 (requiring that the licensee "comply with all laws, ordinances, rules, and regulations of the Federal, State, County, or municipal governments").

Waimana and its assignees have also neglected their facilities and equipment located on DHHL lands, failing to maintain them in a safe, operational condition. This neglect exposes DHHL to potential liability and further violates the maintenance obligations under License 372. *See* License, §11 (requiring licensee to act with due care and diligence); §18 (requiring proper maintenance).

Pursuant to Section 19 of License 372, Waimana is provided **sixty (60) calendar days** from the date this Notice is delivered by certified mail to cure all breaches identified above.

To cure these breaches, Waimana must:

- Remit full payment of all outstanding license fees and associated penalties;
- Provide documentary proof of Waimana's financial ability to continue fulfilling its obligations under License 372; and

- Demonstrate full compliance with applicable FCC orders and PUC directives.

Failure to cure all breaches to the satisfaction of DHHL within sixty (60) calendar days from delivery of this Notice will result in DHHL proceeding with termination of License 372. DHHL expressly reserves all rights, remedies, and powers available to it under License 372, the Hawaiian Homes Commission Act, Hawaii Administrative Rules, and applicable federal and state law. Please direct correspondence to Andrew Sante, Land Agent by email at andrew.r.sante@hawaii.gov

Aloha,

Kali Watson, Chairperson
Hawaiian Homes Commission

Enclosures:

- Exhibit A: License Agreement No. 372
- Exhibit B: DHHL Account Ledger for License 372 (Delinquency Summary)
- Exhibit C: FCC Cease and Desist Letter (June 3, 2024)
- Exhibit D: PUC Decision & Order No. 40921 (July 22, 2024)
- Exhibit E: PUC Order Denying Reconsideration No. 41128 (October 28, 2024)

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

LICENSE AGREEMENT NO. 312

MICROFILMED
APR 22 1996
Dept. of Hawaiian Home Lands

THIS LICENSE made and entered into this 9th day of May, 1996, by and between the State of Hawaii, DEPARTMENT OF HAWAIIAN HOME LANDS, whose place of business is 335 Merchant Street, Honolulu, Hawaii 96813, and whose mailing address is P. O. Box 1879, Honolulu, Hawaii 96805, hereinafter referred to as "LICENSOR," and WAIMANA ENTERPRISES, INCORPORATED, a native Hawaiian corporation (Federal I.D. No. 99-0263871), whose principal place of business and mailing address is 1001 Bishop Street, Pauahi Tower, Suite 1520, Honolulu, Hawaii 96813, hereinafter referred to as "LICENSEE."

W I T N E S S E T H T H A T:

LICENSOR, pursuant to the authority granted to it by Section 207(C)(1)(A), HHCA, is authorized to grant licenses as easements for railroads, telephone lines, electric power and light lines, gas mains and the like;

LICENSOR, pursuant to the provisions under Section 10-4-22, Title 10, State of Hawaii, Department of Hawaiian Home Lands, Administrative Rules 1981, as amended (DHHL Administrative Rules), may grant licenses for public purposes for any length of term subject to reverter to LICENSOR upon termination or abandonment, on such terms and conditions as may be prudently and reasonably set by the LICENSOR;

LICENSOR, pursuant to the provisions under Section 10-4-21, DHHL Administrative Rules, may allow the rental for licenses to be nominal should the use benefit LICENSOR or its native Hawaiians beneficiaries;

LICENSOR determines that the LICENSE established herein is essential in order to provide broad band telecommunication services of all types (including but not limited to local, intrastate, interstate and international telephone; video on demand; interactive communication; cable television; medical and educational links; and electronic data transmission) to LICENSOR'S lands in a timely manner;

FURTHER, LICENSOR determines that the issuance of this LICENSE established herein is essential for LICENSEE to obtain necessary funds needed to construct and operate the necessary telecommunications infrastructure;

EXHIBIT "A"
Item No. F-9

LICENSOR believes and intends that the issuance of this Exclusive "Benefit" LICENSE will also fulfill the purpose of advancing the rehabilitation and the welfare of native Hawaiians.

NOW THEREFORE, LICENSOR, in consideration of the services to be provided by LICENSEE, and the terms, conditions and covenants herein contained on the part of LICENSEE to be kept, observed and performed, hereby grants and issues to LICENSEE, and its legal successors and assigns, the exclusive right and privilege to build, construct, repair, maintain and operate a broad band telecommunications network including poles, overhead and/or underground lines, appliances, microwave and/or other types of equipment over, across, under and throughout all lands under the administration and jurisdiction of LICENSOR, and its legal successors and assigns, including the right to trim and keep trimmed any vegetation, shrubbery, bushes or trees in the way of its lines and appurtenances, and including also the right of entry upon the easement area and adjoining land of LICENSOR for the construction, maintenance, operation and removal of LICENSEE'S line and appurtenances over, across and under the LICENSE area.

TO HAVE AND TO HOLD the same unto LICENSEE, its legal successors and assigns, in perpetuity, commencing on May 1, 1995, unless sooner terminated as hereinafter provided, LICENSOR agreeing and LICENSEE understanding that the nominal rental of ONE AND NO/100 DOLLARS ($1.00) for the entire term is waived.

AND LICENSEE hereby covenants with LICENSOR, each for itself and not for the other that:

1. INITIAL DEMONSTRATION PERIOD. BOTH PARTIES agree to allow LICENSEE an initial period of not more than FIVE (5) YEARS in which LICENSEE shall demonstrate satisfactory performance of the applicable terms and conditions contained in this License. LICENSEE shall demonstrate financial capability to complete the initial project within ONE (1) YEAR from date of the LICENSE. Financial capability may be demonstrated by providing a bond, letter of credit, corporate guarantee, bank loan commitment letter, loan approval from a government agency or other similar instrument in the amount of the telecommunications construction. When LICENSEE has demonstrated its ability to fund, install and operate the telecommunications network for the selected project, the remaining provisions, terms and conditions of this LICENSE shall automatically take effect. No other action shall be required from either party.

2. NEW CONSTRUCTION TELECOMMUNICATION INFRASTRUCTURE COSTS. LICENSEE agrees to construct and install all telecommunications infrastructure on LICENSOR'S lands at LICENSEE'S cost for all new construction to include but not limited to residential, agricultural, pastoral, commercial

and/or industrial subdivisions developed after January 1, 1996 in the LICENSE area at LICENSEE'S cost. In the alternative, LICENSEE at its option, may choose to reimburse LICENSOR for all costs to install telecommunications infrastructure provided the telecommunications infrastructure is installed to LICENSEE'S specifications.

3. EXISTING TELECOMMUNICATIONS INFRASTRUCTURE. LICENSOR agrees to sell and LICENSEE agrees to purchase at LICENSOR'S cost and/or install telecommunications infrastructure on LICENSOR'S land at LICENSEE'S cost including but not limited to all existing residential, agricultural, pastoral, commercial and/or industrial subdivisions. If the existing infrastructure is not owned by the LICENSOR, LICENSEE shall have the option, to be exercised in LICENSEE'S sole discretion, to either purchase or install new telecommunications infrastructure. After LICENSEE activates the existing and/or new telecommunications infrastructure, LICENSOR agrees not to allow any other telecommunications provider to use any remaining telecommunications infrastructure to continue to provide or initiate service on LICENSOR'S lands.

4. ACCESS TO TELECOMMUNICATIONS INFRASTRUCTURE. LICENSEE shall make available to LICENSOR the use of all available telecommunications equipment and services then under LICENSEE'S control at LICENSEE'S cost. LICENSOR'S use under this paragraph shall be limited to emergency, public and official purposes only.

5. LEVEL OF TELECOMMUNICATION SERVICES. LICENSEE shall provide at a minimum the same level of telecommunication service being provided in adjacent areas not subject to this LICENSE. LICENSEE shall use its best effort to provide a higher level of telecommunication service than that being provided in adjacent areas not subject to this LICENSE. LICENSEE shall not provide a lower level of service than that level being provided in adjacent areas not subject to the LICENSE unless LICENSOR shall agree in writing.

6. COST OF TELECOMMUNICATIONS SERVICES. LICENSEE shall provide to the beneficiaries of LICENSOR living in areas subject to this LICENSE, telecommunications services at a cost less than or equal to the cost for comparable services being provided in adjacent areas not subject to this LICENSE. LICENSEE shall not charge beneficiaries living in the LICENSE area more for telecommunication services than being charged in adjacent areas not subject to this LICENSE unless LICENSOR consents in writing.

7. JOB TRAINING/EDUCATION. LICENSEE agrees to expend an amount equal to at least one-half percent (1/2%) of LICENSEE'S annual net profit for job training and/or educational

opportunities for beneficiaries of LICENSOR each year. For purposes of demonstrating compliance with this paragraph, LICENSEE agrees to allow LICENSOR access to LICENSEE'S financial statement, provided, that all material and information will be kept strictly confidential.

8. EMPLOYMENT. LICENSEE agrees to offer employment opportunities to qualified beneficiaries of LICENSOR.

9. CAPITAL EXPENDITURES/CONTRACTS. LICENSEE agrees to utilize qualified companies controlled or owned by beneficiaries of LICENSOR provided such beneficiary company is qualified to perform the terms of the contract and such beneficiary company's bid price is not more than 5% higher than the lowest bid from an equally qualified non-beneficiary company.

10. TAXES. During the term of this LICENSE, LICENSEE shall pay when due, all real property taxes and any other assessments, including all charges for utility services, which shall, during the term of this LICENSE, be lawfully charged, assessed, imposed, or become due and payable upon or on account of the licensed premises and the improvements now on or hereafter erected thereon.

11. DUE CARE AND DILIGENCE. LICENSEE shall use due care and diligence in the operation and maintenance of the premises and shall keep the grounds and improvements in good and safe condition and repair.

12. INDEMNITY. LICENSEE shall, to the extent permitted by law, indemnify and hold harmless, LICENSOR, from any and all claims and demands against LICENSOR for any loss or damage or injury or death to persons or property resulting from, or in any way connected with, the condition or use of the premises covered by this LICENSE not caused by the negligence of LICENSOR, their agents, servants or employees acting within the scope of their employment, and from and against all damages, costs, counsel fees, or liabilities incurred or brought thereon.

13. ASSIGNMENTS. Except as expressly provided in this LICENSE, this LICENSE is not transferable. At no time during the term of this LICENSE, shall LICENSEE assign, mortgage or pledge its interest in this LICENSE or its interest in the improvements now or hereafter erected on the premises without the prior written consent of LICENSOR, which consent will not be withheld unreasonably.

14. CONDEMNATION. If at any time the premises across which this LICENSE extends, or any part thereof, shall be condemned or taken for any public project by a governmental authority, LICENSEE shall have the right to claim and recover from the condemning authority, but not from LICENSOR, such

compensation as is payable for the LICENSE and LICENSEE'S improvements, if any, used in connection with this LICENSE, which shall be payable to LICENSEE as its interests appear.

15. ABANDONMENT. In the event the easement area hereby granted shall be abandoned or shall remain unused for a continuous period of one year, all rights granted hereunder shall terminate, and LICENSEE will remove its equipment and improvements and restore the land as nearly as is reasonably possible to the condition existing immediately prior to the signing of this License. Failure of LICENSEE to remove its equipment and improvements and to restore the land within 90 days after notification to do so from LICENSOR by certified mail at LICENSEE'S last known address, will constitute a breach of this LICENSE and LICENSOR may thereafter remove LICENSEE'S equipment and improvements and restore the land to a condition similar to that existing immediately prior to the signing of this LICENSE and LICENSEE will reimburse LICENSOR for all reasonable costs in connection with the removal and restoration.

16. RELOCATION. If LICENSOR determines that the continued exercise of the easement rights granted herein constitutes an undue interference with a subdivision or other development of the land over which the granted easement crosses, LICENSOR shall have the right to terminate the easement granted to the extent necessary to eliminate such interference; provided, that it shall grant to LICENSEE without payment of any monetary consideration, a substitute easement of similar width within the reasonable vicinity to permit LICENSEE to effect relocation of any facility or portion thereof, installed, placed or constructed on the easement area at LICENSEE'S own cost and expense, which substitute easement shall be subject to the same terms and conditions as this LICENSE contains.

17. CONSTRUCTION OF IMPROVEMENTS. LICENSEE shall undertake no construction until LICENSOR has reviewed and approved the plans. All buildings or structures or other major improvements of whatever kind that LICENSEE constructs or erects on the premises shall remain the property of LICENSEE and LICENSEE shall have the right, prior to termination of this LICENSE, or within such additional period as LICENSOR in its reasonable discretion may allow, to remove its property from the premises; provided that in the event LICENSEE shall fail to so remove such property within thirty (30) days after written notice to remove, LICENSOR may at its option retain the property or remove the same and charge the cost of removal and storage, if any, to LICENSEE.

18. MAINTENANCE OF PREMISES. During the term of this LICENSE, LICENSEE shall repair and maintain all improvements heretofore and hereafter erected upon the premises, including all glass, water and gas plumbing, electrical wiring, and all

other fixtures in or on the premises with all necessary reparations and amendments whatsoever; shall keep the premises and all improvements thereon in a strictly clean and sanitary condition, and shall comply with all laws, ordinances, rules and regulations of the Federal, State, County or municipal governments that are applicable to the premises and improvements; and shall allow LICENSOR or its agents, at all reasonable times, free access to the premises for the purpose of examining the same or determining whether the conditions herein are being fully observed and performed, and shall make good at its own cost and expense all defects within sixty (60) days after receipt of written notice by certified mail to the last known address of LICENSEE.

19. BREACH. If LICENSEE shall substantially fail to observe or perform any of the conditions herein contained and on its part to be observed or performed and such failure or lack of substantial compliance shall continue for sixty (60) days after the receipt by certified mail or written notice of such failure to the address of LICENSEE, or if LICENSEE shall abandon the premises, then and in any such event LICENSOR may, at its option, cancel this LICENSE Agreement and, thereupon, take immediate possession of the premises, allowing LICENSEE reasonable time to remove its property therefrom, without prejudice to any remedy or right of action that LICENSOR may have against LICENSEE.

20. RIGHT OF ENTRY. LICENSOR and its duly authorized representatives shall have the right to enter the Premises at all times for the purposes of conducting its own inspection and to ensure that LICENSEE is in compliance with the provisions of this LICENSE.

21. WAIVER. That notwithstanding any provision contained herein to the contrary, wherever applicable, LICENSOR may for good cause shown, extend the time for compliance and/or waive any of the terms, conditions and covenants contained herein that LICENSEE, must observe and perform.

22. SEVERABILITY. Whenever possible each provision of this LICENSE shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this LICENSE should be prohibited or invalidated under applicable law or for any other reason whatsoever, such provision shall not invalidate any other portion of this License.

23. DEFINITION. The word "premises", when it appears herein, includes and shall be deemed to include the lands described above and improvements whenever and wherever erected or placed thereon.

24. SINGULAR/PLURAL. The singular or plural depends on its appropriate use.

25. AGREEMENT. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

State of Hawaii
DEPARTMENT OF HAWAIIAN HOME LANDS

Approved by the HHC
at its meeting held on
December 20, 1994

By _____
Kali Watson, Chairman
Hawaiian Homes Commission

LICENSOR

Approved as to form:

_____
Deputy Attorney General
State of Hawaii

WAIMANA ENTERPRISES, INC.
a Hawaii corporation

By _____
Albert S.N. Hee, President

LICENSEE

STATE OF HAWAII)
) ss
CITY AND COUNTY OF HONOLULU)

On this 9th day of May, 19 95, before me personally appeared Albert S.N. Hee, to me personally known, who, being by me duly sworn, did say that he is the President of Waimana Enterprises, Inc., a Hawaii corporation, and that the instrument was signed on behalf of the corporation and he acknowledged the instrument to be the free act and deed of the corporation.

Notary Public, State of Hawaii
My commission expires: 12/27/95

CLASS	CUSTOMER	ACCOUNT #	TRX #	TRX DATE	GL DATE	DUE DATE	ORIGINAL AMT	BALANCE	STATUS	COMMENTS	REVERSE
INV	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1643	7/1/20	11/30/24	8/1/20	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1644	8/1/20	11/30/24	9/1/20	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1645	9/1/20	11/30/24	10/1/20	25,762.00	25,762.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1646	10/1/20	11/30/24	11/1/20	25,762.00	25,762.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1647	11/1/20	11/30/24	12/1/20	25,762.00	25,762.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1648	12/1/20	11/30/24	1/1/21	38,643.00	38,643.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1649	1/1/21	11/30/24	2/1/21	25,762.00	25,762.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1650	2/1/21	11/30/24	3/1/21	38,643.00	38,643.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1651	3/1/21	11/30/24	4/1/21	25,762.00	25,762.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1652	4/1/21	11/30/24	5/1/21	25,762.00	25,762.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1653	5/1/21	11/30/24	6/1/21	38,643.00	38,643.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1654	6/1/21	11/30/24	7/1/21	25,762.00	25,762.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1655	7/1/21	11/30/24	8/1/21	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1656	8/1/21	11/30/24	9/1/21	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1657	9/1/21	11/30/24	10/1/21	25,762.00	25,762.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1658	10/1/21	11/30/24	11/1/21	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1659	11/1/21	11/30/24	12/1/21	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1660	12/1/21	11/30/24	1/1/22	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1661	1/1/22	11/30/24	2/1/22	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1662	2/1/22	11/30/24	3/1/22	12,881.00	12,881.00	Open		

EXHIBIT "B"

Item No. F-9

CLASS	CUSTOMER	ACCOUNT #	TRX #	TRX DATE	GL DATE	DUE DATE	ORIGINAL AMT	BALANCE	STATUS	COMMENTS	REVERSE
INV	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1663	3/1/22	11/30/24	4/1/22	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1664	4/1/22	11/30/24	5/1/22	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1665	5/1/22	11/30/24	6/1/22	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1666	6/1/22	11/30/24	7/1/22	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1667	7/1/22	11/30/24	8/1/22	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1668	8/1/22	11/30/24	9/1/22	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1669	9/1/22	11/30/24	10/1/22	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1670	10/1/22	11/30/24	11/1/22	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1671	11/1/22	11/30/24	12/1/22	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1672	12/1/22	11/30/24	1/1/23	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1673	1/1/23	11/30/24	2/1/23	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1594	2/1/23	11/30/24	3/1/23	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1595	3/1/23	11/30/24	4/1/23	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1596	4/1/23	11/30/24	5/1/23	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1597	5/1/23	11/30/24	6/1/23	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1598	6/1/23	11/30/24	7/1/23	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1599	7/1/23	11/30/24	8/1/23	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1600	8/1/23	11/30/24	9/1/23	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1601	9/1/23	11/30/24	10/1/23	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1602	2/1/24	11/30/24	3/1/24	12,881.00	12,881.00	Open		

CLASS	CUSTOMER	ACCOUNT #	TRX #	TRX DATE	GL DATE	DUE DATE	ORIGINAL AMT	BALANCE	STATUS	COMMENTS	REVERSE
INV	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1603	3/1/24	11/30/24	4/1/24	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1604	4/1/24	11/30/24	5/1/24	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1605	5/1/24	11/30/24	6/1/24	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1606	6/1/24	11/30/24	7/1/24	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1607	7/1/24	11/30/24	8/1/24	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1608	8/1/24	11/30/24	9/1/24	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1609	9/1/24	11/30/24	10/1/24	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1610	10/1/24	11/30/24	11/1/24	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1674	11/1/24	11/30/24	12/1/24	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	1946	12/11/24	12/11/24	1/1/25	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	4116	1/11/25	1/11/25	2/1/25	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	6097	2/11/25	2/11/25	3/1/25	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	8111	3/11/25	3/11/25	4/1/25	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	11099	4/11/25	4/11/25	5/1/25	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	13120	5/11/25	5/11/25	6/1/25	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	15132	6/11/25	6/11/25	7/1/25	12,881.00	12,881.00	Open		
	SANDWICH ISLES COMMUNICATIONS, INC.	LI0372oa	19118	7/11/25	7/11/25	8/1/25	12,881.00	12,881.00	Open		
						Sub Total	914,551.00				
						Balance	914,551.00	914,551.00			

June 3, 2024

Via email
Lex R. Smith
Kobayashi Sugita & Goda
999 Bishop Street, Suite 2600
Honolulu, HI 96813
lrs@ksglaw.com

Counsel for Sandwich Isles
Communications, Inc.

Re: Sandwich Isles Communications unauthorized discontinuance of service and failure to timely port customer numbers

Dear Mr. Smith:

The Federal Communications Commission (Commission) is aware your client, Sandwich Isles Communications, Inc. (Sandwich Isles), has given abrupt notice to its customers on the Hawaiian Home Lands that it will no longer be providing service to them beginning June 1, 2024.[1] This letter serves to advise Sandwich Isles that such action constitutes a violation of its federal regulatory obligations regarding discontinuance of telecommunications and/or interconnected Voice over Internet Protocol (VoIP) services to customers pursuant to section 214 of the Communications Act of 1934, as amended (the Act) and the Commission's implementing rules.

Section 214(a) of the Act provides that:

> No carrier shall discontinue, reduce, or impair service to a community, or part of a community, unless and until there shall first have been obtained from the Commission a certificate that neither the present nor future public convenience and necessity will be adversely affected thereby; except that the Commission may, upon appropriate request being made, authorize temporary or emergency discontinuance, reduction, or impairment of service, or partial discontinuance, reduction, or impairment of service, without regard to the provisions of this section.

47 U.S.C. § 214(a).

[1] The Commission is also aware of the Hawaii Governor's "Proclamation Relating to Telecommunications Services on Hawaiian Home Lands," https://governor.hawaii.gov/wp-content/uploads/2024/05/2405151.pdf, and the Hawaii Public Utility Commission's Notice of Violation and Order to Show Cause. *Sandwich Isles Communications, Inc.; Failure to Comply with Hawaii Administrative Rules; Order to Show Cause Why Respondent Should Not Be Held in Violation of Commission's Rules*, Docket No. 2024-0164, Notice of Violation and Order to Show Cause, Order No. 40819 (dated May 31, 2024).

EXHIBIT "C"
Item No. F-9

Furthermore, federal regulations provide that discontinuance of service to telecommunications and interconnected VoIP service customers must be carried out in accordance with the orderly procedures set forth in section 63.71 of the Commission's rules. 47 CFR § 63.71. These procedures are essential to limit the consumer harms that may occur from unauthorized and untimely discontinuance of service. Even where a provider is no longer able to continue providing service, customers must be given proper notice and an appropriate amount of time to make arrangements for alternative service.

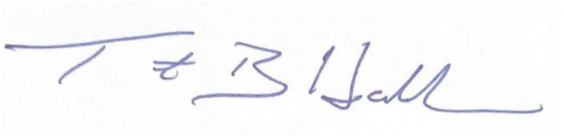
The Commission also understands that Sandwich Isles is currently informing its customers that it will take between ten and sixty days for it to process a request for local number portability. Federal law requires Sandwich Isles to "provide, to the extent technically feasible, number portability in accordance with requirements prescribed by the Commission." 47 U.S.C. § 251(b)(2). The Commission's rules implementing this statutory obligation require simple wireline-to-wireline and simple intermodal ports to be completed within one business day unless a longer period is requested by the new provider or by the customer. 47 CFR § 52.35(a). To the extent that any of these requests could be considered to be non-simple porting requests, Commission rules require such ports to be completed within four business days unless a longer period is requested by the new provider or by the customer. 47 CFR § 52.35(d). Therefore, unless the new provider or the customer has requested an extended period of time to port the number, Sandwich Isles would appear to be in violation of the Commission's rules.

Sandwich Isles must cease and desist from any unlawful discontinuance activity immediately and come into compliance with federal law and regulations, including those pertaining to number porting, that provide critical consumer safeguards. Sandwich Isles—and those in control of its actions—are subject to the Commission's enforcement authority, and the Wireline Competition Bureau will refer all potential violations of the Commission's rules to the Enforcement Bureau.[2] *See, e.g.*, 47 U.S.C. § 503 (providing forfeiture penalties for violations of the Communications Act and the Commission's rules). Willful disregard of the law may be a consideration for any licensing or authorization activities going forward.

[2] Enforcement actions include emergency actions in court. *See* 47 U.S.C. § 214(c) ("Any . . . operation, discontinuance, reduction, or impairment of service contrary to the provisions of this section may be enjoined by any court of competent jurisdiction at the suit of the United States, the Commission, the State commission, any State affected, or any party in interest.").

Please contact me if you have any questions about this matter.

Sincerely,



Trent Harkrader
Chief
Wireline Competition Bureau
Federal Communications Commission

cc: (Via email to idvolner@venable.com,
D.C. Agent for Service of Process; and
info@sandwichisles.com)

Breanne Kahalewai
President
Sandwich Isles Communications, Inc.
77-808 Kamehameha Hwy
P.O. Box 893370
Mililani, HI 96789-3941

(Via email to idvolner@venable.com,
D.C. Agent for Service of Process; and
info@sandwichisles.com)

Sandwich Isles Communications, Inc.
c/o Al Pedersen
V.P. Regulatory Affairs
P.O. Box 893128
Mililani, HI 96789

BEFORE THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF HAWAII

----------In the Matter of----------)	
)	
SANDWICH ISLES COMMUNICATIONS, INC.)	
)	DOCKET NO. 2024-0164
Notice of Failure to Comply with)	
Hawaii Administrative Rules;)	
Order to Show Cause Why Respondent)	
Should Not Be Held in Violation of)	
Commission's Rules.)	
_____)	

DECISION AND ORDER NO. 40921

EXHIBIT "D"

Item No. F-9

BEFORE THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF HAWAII

----------In the Matter of----------)	
)	
SANDWICH ISLES COMMUNICATIONS, INC.)	
)	DOCKET NO. 2024-0164
Notice of Failure to Comply with)	
Hawaii Administrative Rules;)	DECISION AND ORDER NO. 40921
Order to Show Cause Why Respondent)	
Should Not Be Held in Violation of)	
Commission's Rules.)	
_____)	

DECISION AND ORDER

By this Decision and Order, the Public Utilities Commission ("Commission"): (1) determines that SANDWICH ISLES COMMUNICATIONS, INC. ("SIC")[1] violated Hawaii Administrative Rules ("HAR") §§ 6-80-123 and 6-80-129; and (2) orders SIC to fully cooperate, as applicable, with any and all State of Hawaii ("State") agencies and officers, and public utilities or other entities, in their individual and/or collective efforts to help ensure that reliable telecommunications service is provided on Hawaiian Home Lands ("HHL") so that the public interest is

[1]In addition to SIC, the DIVISION OF CONSUMER ADVOCACY ("Consumer Advocate") is an ex officio party to all proceedings before the Commission. See Hawaii Revised Statutes § 269-51; HAR § 16-601-62.

protected and to remedy the current emergency situation related to availability of telecommunications service on HHL. This includes the requirement that SIC work with its customers that seek to transition to other service providers, including SIC's timely cooperation with any customer number porting or conduit occupancy agreement-related requests, and that SIC cease billing and/or refund customer payments for any services (phone, internet, etc.) that have been terminated, as further discussed herein.

I.

BACKGROUND

SIC is a rural local exchange carrier, authorized by the Commission to provide intrastate telecommunications services in the State on lands administered by DHHL.[2]

On May 31, 2024, the Commission issued Order No. 40819,[3] noticing a violation and order to show cause why SIC should not be held in violation for failing to comply with applicable Commission Rules relating to its provision of regulated services.

[2]See Docket No. 96-0026, Decision and Order No. 16078, filed on November 14, 1997, wherein the Commission granted SIC a certificate of authority ("COA") to provide intraLATA and intrastate telecommunications services.

[3]Order No. 40819, "Notice of Violation and Order to Show Cause," filed on May 31, 2024 ("Order No. 40819").

A show cause hearing was noticed for[4] and held on June 17, 2024 ("Show Cause Hearing" or "Hearing"). Albert Hee appeared on behalf of SIC,[5] and Scott Boone, Esq. appeared on behalf of the Consumer Advocate.[6]

The Commission takes administrative notice of pending proceedings before the U.S. District Court for the District of Hawaii (Case: CV 18-00145 JMS-RT) (the "Federal Court Proceedings"), which were referenced both in Parties' and the Commission's exhibits filed for the Hearing, as well as in responses to Commission subpoenas filed in the docket record.[7]

---

[4]Order No. 40819 at 3-5.

[5]Mr. Hee represented that he is currently SIC's President. Transcript of Show Cause Hearing (Honolulu), filed on July 2, 2024 ("Transcript") at 9. See also recording of the hearing: https://www.youtube.com/watch?v=PdyIW3-6-MI ("YouTube Recording") at 9:15-22.).

[6]Transcript at 7; see also YouTube Recording at 9:15:23-26.

[7]See "Department of Hawaiian Home Lands, State of Hawaii's Amended Response to the State of Hawaii's Public Utilities Commission's Subpoena Duces Tecum, Issued June 7, 2024," filed on June 14, 2024 ("DHHL Subpoena Response"), Attachment 11 at 198-244 (including a "Writ of Execution" noting entry of judgment against SIC in favor of the Rural Utilities Service of the U.S. Department of Agriculture on February 18, 2020, for $138,557,635.82 and commanding the U.S. Marshal to levy on property in which SIC has a "substantial nonexempt interest" detailed therein, an Order Approving Execution Sale Procedures noticing the date and time of the upcoming Execution Sale and setting forth an "Execution Sale Term Sheet," and the results of the Execution Sale); and Public Utilities Commission Exhibit List for June 17, 2024 Order to Show Cause Hearing, filed on June 14, 2024.

The Federal Court Proceedings were also referenced at several points throughout the Hearing by witnesses for both SIC and the Consumer Advocate.[8]

The Commission also takes administrative notice of a letter from the Federal Communications Commission sent to SIC on June 3, 2024, which states that SIC's abrupt notice of service discontinuation is a violation of federal law.[9]

[8]See, e.g., Transcript at 75 lines 9-25, 76 lines 1-14, 77 lines 24-25, 78 lines 1-8, 130 lines 8-25, 131 lines 1-18, 148 lines 8-16.

[9]DHHL Subpoena Response, Attachment 12 at 3-5 (Letter from T. Harkrader to Lex R. Smith re: Sandwich Isles Communications unauthorized discontinuance of service and failure to timely port customer numbers, dated June 3, 2024). The letter stated that:

> The Federal Communications Commission (Commission) is aware your client, Sandwich Isles Communications, Inc. (Sandwich Isles), has given abrupt notice to its customers on the Hawaiian Home Lands that it will no longer be providing service to them beginning June 1, 2024.[1] This letter serves to advise Sandwich Isles that such action constitutes a violation of its federal regulatory obligations regarding discontinuance of telecommunications and/or interconnected Voice over Internet Protocol (VoIP) services to customers pursuant to section 214 of the Communications Act of 1934, as amended (the Act) and the Commission's implementing rules.

Id.

II.

DISCUSSION

On May 31, 2024, the Commission was notified that SIC had announced to its customers on May 30, 2024, that it would be abruptly terminating internet and voice services on June 1, 2024 (SIC's "Announcement").[10] SIC did not indicate that it had secured a replacement provider or otherwise taken steps to ensure continued service to its customers.[11]

In response to SIC's Announcement, Governor Josh Green issued an Emergency Proclamation on May 31, 2024, to avoid loss of telecommunications services for many HHL households across the State, and to ensure that communities remain connected to critical services such as emergency medical, police and fire services.[12]

---

[10]Order No. 40819 at 2. DHHL Subpoena Response, Attachment 1 at 2-5; "Division of Consumer Advocacy's List of Witnesses and Hearing Exhibits and Designation of Representatives," filed on June 14, 2024 ("Consumer Advocate Witness and Exhibit List"), at 15-18. There are numerous other examples of SIC's announcements of discontinuation of service in both the subpoena responses and Hearing exhibits.

[11]Order No. 40819 at 2.

[12]Office of the Governor, State of Hawaii's "Proclamation Relating to Telecommunications Services on Hawaiian Home Lands," signed on May 31, 2024, which is available at: https://governor.hawaii.gov/category/newsroom/emergency-proclamations/page/2/. Governor Green issued a "Second Proclamation Relating to Telecommunications Services on Hawaiian Home Lands" on June 28, 2024, continuing the emergency relief period through August 27, 2024, available at: https://governor.hawaii.gov/wp-content/uploads/2024/06/2406149.pdf.

HAR § 6-80-123, "Abandonment or discontinuance of fully or partially competitive service" states:

> (a) A telecommunications carrier intending or seeking to abandon or discontinue offering or providing a fully or partially competitive service shall, not later than thirty days before the proposed date of abandonment or discontinuance, provide a written notice of its intent to the commission, the consumer advocate, and its affected customers. The commission may suspend and investigate the proposed abandonment or discontinuance and hold an expedited hearing on the matter.
>
> (b) The commission may:
> (1) Allow the proposed abandonment or discontinuance of service to take effect on such reasonable terms and conditions that it deems are in the public interest;
> (2) Delay the effective date of the proposed abandonment or discontinuance of service; or
> (3) Deny the proposed abandonment or discontinuance of service unless the carrier demonstrates that a reliable competitive alternative exists at reasonable rates.

HAR § 6-80-129, "Prohibited acts," also provides, in relevant part:

> No telecommunications carrier shall:
>
> . . .
>
> (16) Violate any applicable State law or commission order or rule; or
> (17) Engage in any action, conduct, or behavior contrary or detrimental to the public interest.

The Commission's Order to Show Cause alleged that SIC's Announcement did not comply with the notice requirement under HAR § 6-80-123 and was therefore a "Prohibited act" pursuant to HAR § 6-80-129.

At the Show Cause Hearing held on June 17, 2024, Mr. Hee agreed that SIC has a Commission-issued COA to provide telecommunications services in the State, and that specific rules apply to SIC as a utility that operates under said COA.[13]

Although Mr. Hee realized by at least May 24, 2024, that SIC would not be able to continue operating its system and providing service to its customers,[14] SIC did not notify the Commission, Consumer Advocate, and SIC's affected customers of SIC's situation at that time.[15]

Mr. Hee also admitted that SIC did not provide its customers, the Commission, or the Consumer Advocate with thirty-days' notice of disconnection of service.[16] Mr. Hee further

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[13]Transcript at 10; see also Youtube Video at 5:10:52 – 5:11:34.

[14]Transcript at 142 lines 21-25, and at 143-144; see also Youtube Video at 5:13:00-09.

[15]Transcript at 140-142; see also Youtube Video at 5:13:10-23, wherein Mr. Hee admitted that "it [was his] fault" that thirty-day notice to the Commission, Consumer Advocate, and SIC's affected customers was not provided.

[16]Transcript at 143; see also Youtube Video at 5:17:44 – 5:18:27 (Mr. Hee responding "yes" to the question of

admitted that there was "no hard date" on which SIC provided official notice to its customers.[17] Additionally, when the Commission explained to Mr. Hee that keeping SIC's customers generally "apprised" of its situation did not constitute official notice of SIC's intent to abandon or discontinue service, Mr. Hee's response was, "then that's what happened."[18]

Under HAR § 6-80-123, SIC was required to provide at least thirty-days' notice to the Commission, the Consumer Advocate, and its affected customers before abandoning or discontinuing service.

SIC's Announcement on May 30, 2024 provided two-days' notice to its affected customers of SIC's intent to abandon or discontinue telecommunications services.[19]

Based on the above, the Commission finds that SIC did not comply with HAR § 6-80-123.

"[t]he documents that you provided as well as the Consumer Advocate provided said you were going to cut off service on June 8th, which you said – which you testified you did."). Other exhibits filed in the docket record, for example DHHL Subpoena Response, Attachment 10 at 104-0138, and Attachment 11 at 62-197, confirm loss of service to SIC customers on or before this date.

[17]Transcript at 142; see also Youtube Video at 5:17:44-55.

[18]Transcript at 143; see also Youtube Video at 5:18:19-35.

[19]DHHL Subpoena Response, Attachment 1 at 5; Consumer Advocate Witness and Exhibit List at 18 (Exhibit CA-4).

In failing to comply with HAR § 6-80-123, SIC also violated HAR § 6-80-129, as it failed to comply with an applicable Commission rule.

The Consumer Advocate asserted that if the Commission finds a violation of its administrative rules in this proceeding, SIC should not be allowed to abandon or discontinue service unless the following relief is provided:[20]

> 1. SIC has waived and/or reimbursed any customer termination fees issued in the last three months;
>
> 2. SIC has fully reimbursed customers whose request to terminate service or remove auto bill pay features was unduly delayed in the last three months;
>
> 3. SIC has shown that a reliable, competitive alternative exists at reasonable rates for all of its customers who are on SIC's books as of June 9, 2024;
>
> 4. The Commission clarify that SIC may not be allowed to terminate service unless or until it obtains a certificate from the [FCC] as outlined in that June 6, 2024 letter [referenced in the Consumer Advocate's opening statement][21];
>
> 5. SIC should be ordered to commence in compliance with all regulations, both federal and [S]tate related to number porting, as well as all regulations and contracts related to conduit occupancy [], to include requests to furnish make ready work. For every instance where SIC has wrongly refused to port a

[20]Transcript at 169-170.

[21]This refers to the FCC letter referenced in n.9, above.

customer's number, the Commission should direct SIC to refund that customer the difference between what it has paid SIC since initiating the porting request;

6. [T]he Commission should direct SIC to timely respond to and fairly consider and approve all future bona fide conduit occupancy requests within 24 hours or per any contractual obligations, whichever is sooner.

7. The Commission should consider issuing appropriate penalties to SIC, including fines not to exceed [$]25,000 per day for each violation of any of the above directives pursuant to HRS Section 269-28.

III.

NEXT STEPS

In order to protect the public interest and remedy the emergency situation related to availability of telecommunications service on HHL, SIC shall fully cooperate, as applicable, with any and all government agencies and officers, and public utilities or other entities, in their individual and/or collective efforts to help ensure that reliable telecommunications services are provided on HHL so that the public interest is protected. This includes the requirement that SIC work with its customers that seek to transition to other service providers, including SIC's timely cooperation with any customer number porting or conduit occupancy agreement-related requests, and that SIC cease billing and/or refund customer payments for any services (phone, internet, etc.)

that have been terminated, as set forth in the Ordering Paragraphs, below.

The Commission, in a future proceeding as it deems appropriate, will address the issue of penalties for SIC's violation of the foregoing HAR, including the potential revocation of SIC's COA.

IV.

ORDERS

1. The Commission finds that SIC failed to comply with HAR § 6-80-123 in seeking to abandon or discontinue its service, and in failing to comply with HAR § 6-80-123, also violated HAR § 6-80-129.

2. Consistent with the Consumer Advocate's requested relief and with SIC's existing legal obligations, SIC shall:

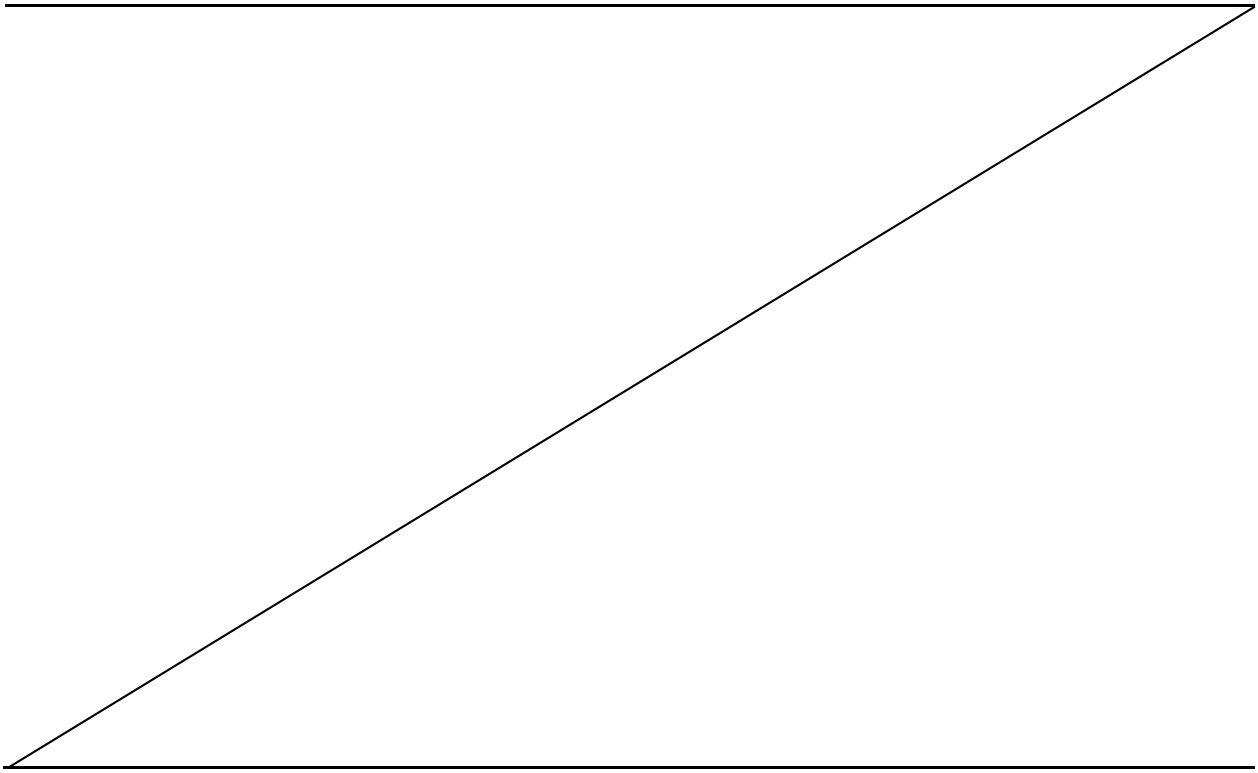
A. No later than July 31, 2024, waive and/or reimburse any customer termination fees paid to SIC in the last three months, including any customer fees charged as a result of customer requests to terminate service or to remove auto bill pay features where SIC was delayed in responding to the request or failed to respond to that customer request;

B. No later than July 31, 2024, comply with all number porting requirements and requests, and any existing contracts or agreements related to conduit occupancy, consistent with the terms of those contracts and/or agreements and State and/or Federal law; and

C. Timely respond to and fairly consider and approve all future bona fide conduit occupancy requests within 24 hours or per any contractual obligations, whichever is sooner.

3. SIC shall fully cooperate, as applicable, with any and all government agencies and officers, and public utilities or other entities, to protect the public interest and remedy the emergency situation related to availability of telecommunications service on HHL associated with its abandonment/discontinuation of service, as set forth in Section III., above.

4. The Commission, in a future proceeding as it deems appropriate, will address the issue of penalties for SIC's violation of the foregoing HAR, including the potential revocation of SIC's COA.



5. This docket is closed, unless otherwise ordered by the Commission.

DONE at Honolulu, Hawaii JULY 22, 2024.

PUBLIC UTILITIES COMMISSION
OF THE STATE OF HAWAII

By _____
Leodoloff R. Asuncion, Jr., Chair

By _____
Naomi U. Kuwaye, Commissioner

By _____
Colin A. Yost, Commissioner

APPROVED AS TO FORM:

_____
Caroline C. Ishida
Commission Counsel

2024-0164.ljk

CERTIFICATE OF SERVICE

The foregoing Order was served on the date it was uploaded to the Public Utilities Commission's Case and Document Management System and served through the Case and Document Management System's electronic Distribution List.

FILED

2024 Jul 22 P 15:50

PUBLIC UTILITIES

COMMISSION

F-310385

2024-0164

The foregoing document was electronically filed with the State of Hawaii Public Utilities Commission's Case and Document Management System (CDMS).

BEFORE THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF HAWAII

----------In the Matter of----------)	
)	
SANDWICH ISLES COMMUNICATIONS, INC.)	
)	DOCKET NO. 2024-0164
Notice of Failure to Comply with)	
Hawaii Administrative Rules;)	
Order to Show Cause Why Respondent)	
Should Not Be Held in Violation of)	
Commission's Rules.)	
_____)	

ORDER NO. 41128

DENYING MOTION FOR RECONSIDERATION FILED ON JULY 31, 2024

EXHIBIT "E"

Item No. F-9

BEFORE THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF HAWAII

----------In the Matter of----------)	
)	
SANDWICH ISLES COMMUNICATIONS, INC.)	
)	DOCKET NO. 2024-0164
Notice of Failure to Comply with)	
Hawaii Administrative Rules;)	ORDER NO. 41128
Order to Show Cause Why Respondent)	
Should Not Be Held in Violation of)	
Commission's Rules.)	
_____)	

DENYING MOTION FOR RECONSIDERATION FILED ON JULY 31, 2024

By this Order,[1] the Public Utilities Commission ("Commission"), denies the "Motion to Reconsider and Vacate Decision and Order No. 40921 Dated July 22, 2024," filed by William Meheula, Esq. purportedly on behalf of SANDWICH ISLES COMMUNICATIONS, INC. ("SIC" or "Respondent") on July 31, 2024,[2] wherein Mr. Meheula requests that the Commission reconsider and

[1]The Parties to this proceeding are SIC and the DIVISION OF CONSUMER ADVOCACY ("Consumer Advocate"), an ex officio party to this docket, pursuant to Hawaii Revised Statutes ("HRS") § 269-51 and Hawaii Administrative Rules ("HAR") § 16-601-62.

[2]"Sandwich Isles Communications, Inc.'s Motion to Reconsider and Vacate Decision and Order No. 40921 Dated July 22, 2024; Memorandum in Support of Motion [("Memorandum in Support")]; Declaration of William Meheula; Exhibits 1-16; and Certificate of Service," filed on July 31, 2024 ("Motion to Reconsider").

vacate Decision and Order No. 40921, filed on July 22, 2024 ("D&O No. 40921").

I.

BACKGROUND

Respondent is a rural local exchange carrier, authorized by the Commission to provide intrastate telecommunications services in the State of Hawaii on lands administered by the Department of Hawaiian Home Lands ("DHHL").[3] In 1998, the Commission designated Respondent as an Eligible Telecommunications Carrier for the service areas consisting of lands administered by the DHHL.[4]

On May 31, 2024, the Commission issued Order No. 40819,[5] noticing a violation and order to show cause why SIC should not be held in violation for failing to comply with applicable Commission Rules relating to its provision of regulated services.

[3]See Docket No. 96-0026, Decision and Order No. 16078, filed on November 14, 1997, wherein the Commission granted SIC a certificate of authority to provide intraLATA and intrastate telecommunications services.

[4]See Docket No. 98-0317, Decision and Order No. 16737, filed on December 9, 1998.

[5]Order No. 40819, "Notice of Violation and Order to Show Cause," filed on May 31, 2024 ("Order No. 40819").

Pursuant thereto, the Commission noticed that a show cause hearing[6] would be scheduled on June 17, 2024 ("Show Cause Hearing").[7]

On June 6, 2024, the Commission issued Order No. 40840, establishing prehearing deadlines in preparation for the Show Cause Hearing, including deadlines for Parties' witness and exhibit lists and designation of each Party's representative.[8]

On June 17, 2024, at the Show Cause Hearing, Albert Hee appeared pro se on behalf of SIC,[9] and Scott Boone, Esq. appeared as counsel for the Consumer Advocate.

The Show Cause Hearing concluded on June 17, 2024. On July 22, 2024, the Commission issued D&O No. 40921, finding that SIC had violated HAR § 6-80-123 by failing to provide its customers with at least thirty (30) days notice before planning to abandon

[6]Order No. 40819 at 3-5.

[7]Order No. 40819 at 5.

[8]Order No. 40840, "Procedural Order," filed on June 6, 2024 ("Order No. 40840"), at 3. See also, Letter From: Commission To: A. Hee and Consumer Advocate Re: Docket No. 2024-0164 – Extension of Filing Deadlines, filed on June 14, 2024 ("Commission Extension Letter") (extending the procedural deadlines in Order No. 40840 from June 13, 2024, to June 14, 2024, in light of the power outage that affected downtown Honolulu on June 13, 2024).

[9]At the Show Cause Hearing, Mr. Hee represented that he is currently SIC's President. Transcript of Show Cause Hearing (Honolulu), filed on July 2, 2024 ("Transcript"), at 9. See also, recording of the hearing: https://www.youtube.com/watch?v=PdyIW3-6-MI ("YouTube Recording") at 9:15-22.).

or discontinue service on June 1, 2024.[10] The Commission also found that SIC's actions violated HAR § 6-80-129 since its failure to provide timely notice constituted a violation of applicable Commission rules.[11]

On July 31, 2024, William Meheula, Esq. filed the instant Motion.

II.

DISCUSSION

Under HAR § 16-601-137, a motion for reconsideration concerning any decision or order of the Commission must be filed within ten days after the decision or order is served upon the party.[12] The motion must also specifically state "the grounds on which the movant considers the decision or order unreasonable, unlawful, or erroneous."[13]

[10]See D&O No. 40921 at 8. See also, Order No. 40819 at 2.

[11]D&O No. 40921 at 9.

[12]The Motion for Reconsideration was filed nine (9) days after Order No. 40921 was issued.

[13]HAR § 16-601-137.

A.

The Motion Is Improperly Filed

By Order No. 40840, the Commission, among other things, established prehearing deadlines relating to the Show Cause Hearing that is the subject of this docket, including June 14, 2024, as the filing deadline for the Parties to identify their representatives.[14]

By Order No. 40840, the Commission specified that "[r]egarding the identification of the Party's representatives, a Party may retain legal counsel, or an individual may appear on an individual's own behalf . . . or an officer or authorized employee of a corporation or trust association may represent the corporation, trust, or association[,]" in which case, the Party shall describe the title or position of the officer or employee.[15]

On June 14, 2024, SIC failed to file a witness list, exhibit list, or designation of Party representative, as required by Order No. 40840 and the Commission's Extension Letter.[16]

[14]Order No. 40840 at 3, and Commission Extension Letter. Relatedly, HAR § 16-601-15 provides that "[a]ll pleadings, briefs, and other documents required to be filed with the [C]ommission shall be filed [] within the time limit prescribed by statutes, rules, or by order of the [C]ommission."

[15]Order No. 40840 at 4.

[16]C.f. "Division of Consumer Advocacy's Lists of Witnesses and Hearing Exhibits and Designation of Representatives," filed on June 14, 2024.

However, SIC did file a response to the Commission's subpoena duces tecum,[17] wherein it indicated that "Albert Hee is currently the officer and as such the authorized representative and employee of SIC designated to represent SIC in this matter."[18]

At the Show Cause Hearing held on June 17, 2024, Mr. Hee testified repeatedly that he was the sole representative for SIC in this matter.[19] The Commission proceeded according to this representation and at no time during the Show Cause Hearing did Mr. Hee attempt to correct this understanding.[20]

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[17]"Sandwich Isles Communications, Inc.'s Subpoena Duces Tecum," filed on June 14, 2024 ("SIC Subpoena").

[18]SIC Subpoena at 1. See also, Letter From: A. Hee To: Commission Re: Docket No. 2024-0164, filed on June 14, 2024 ("Video Exhibit Request") (letter filed and signed by Albert Hee above SIC's name and requesting permission to use video exhibits, if necessary, at the Show Cause Hearing).

[19]Transcript of Show Cause Hearing (Honolulu), filed on July 2, 2024 ("Transcript") at 7:14-16 (Mr. Hee entering appearance on behalf of SIC), 9:14-00 (Mr. Hee testifying that he is currently the present of SIC), 10:8-10 (Mr. Hee testifying that he is on board of directors for SIC), 12:14-18 (Mr. Hee testifying that paperwork reflecting his current status with SIC has been filed with the Department Commerce and Consumer Affairs), and 15:23-16:2 (Mr. Hee confirming that he is appearing on behalf of SIC). See also, id. at 13:22-25 (Mr. Hee testifying that he is currently SIC's sole employee).

Citations to the Transcript are denoted as follows: [page number]:[line] – [line].

[20]See generally, Transcript.

Following the issuance of D&O No. 40921, the Motion to Reconsider was filed by William Meheula, Esq., purportedly on behalf of SIC.[21] While the Motion identifies Mr. Meheula as the "Attorney for Sandwich Isles Communications, Inc.[,]"[22] Mr. Meheula has never entered an appearance on behalf of SIC in this proceeding, was not identified as SIC's representative pursuant to the prehearing deadline in Order No. 40840, did not appear at the Show Cause Hearing, and was not mentioned by Mr. Hee during the Show Cause Hearing when specifically asked about SIC's representation. Indeed, Mr. Hee's testimony at the Show Cause Hearing indicated that Mr. Hee represented SIC pro se and that SIC did not have legal counsel for this matter. Further, no request to enter an appearance on behalf of SIC following the Show Cause Hearing was made.

The record reflects that Mr. Hee has established himself as the representative for SIC in this proceeding and there has been no showing in the record that Mr. Meheula has been granted authority as Mr. Hee's replacement.[23] As such, the Commission

[21]See Motion to Reconsider.

[22]Motion to Reconsider at 1 and Memorandum in Support at 4.

[23]C.f. HAR § 16-601-13(b) (Commission may require proof of authorization to act in a representative capacity; and Haw. R. Civ. P. 25.1 (withdrawal and substitution of counsel effective only upon approval of the court)).

finds that Mr. Meheula has failed to establish that he possesses the authority and capacity to appear in a representative capacity on behalf of SIC in this proceeding.[24] Thus, the Commission considers the Motion to Reconsider filed by Mr. Meheula to be improperly filed and does not accept it for further consideration.

Notwithstanding the above, even assuming, arguendo, that the Motion had been properly filed, the Commission would still not find the request to reconsider and vacate D&O No. 40921 compelling for the reasons discussed below.

B.

In the Alternative, the Motion Does Not Support Reconsideration

Even if the Commission were able to accept the Motion as properly filed for further consideration, it fails to support the request to reconsider D&O 40921.

[24]On this subject, the Commission notes that it expended considerable time and energy attempting to determine SIC's representative leading up to the Show Cause Hearing, as reflected by the Commission delivery via certified mail of Order No. 40819 and subsequent filings to multiple persons who have previously appeared on behalf of SIC or who are registered as officers of SIC with the Department of Commerce and Consumer Affairs and in Commission records. SIC's decision to wait until June 14, 2024, to file any document clarifying that Mr. Hee was SIC's representative, see SIC Subpoena, militates against allowing such a passive change in representative without any advance notice or request to the Commission.

In the Motion, SIC requests that the Commission reconsider and vacate D&O No. 40921 "on the grounds the Commission has not yet decided on the applicability of the rural exemption in 47 USC § 251(f)(1)(B) [("SIC's Motion Argument")]."[25]

47 USC § 251 is part of the federal framework governing telecommunications. Section 251, subsection (a), provides that each telecommunication carrier has a general duty:

> (1) to interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers; and
>
> (2) not to install network features, functions, or capabilities that do not comply with the guidelines and standards established pursuant to section 225 or 256 of this title.

Subsection (c) of § 251 refers to "Additional obligations of incumbent local exchange carriers," and sets forth a list of additional duties for incumbent local exchange carriers.

Section 251(f)(1), cited by Mr. Meheula in the Motion, addresses exemptions from § 251(c), and provides:

> Subsection (c) of this section shall not apply to a rural telephone company until (i) such company has received a bona fide request for interconnection, services, or network elements, and (ii) the State commission determines (under subparagraph (B)) that such request is not unduly economically burdensome, is technically feasible, and is consistent with section 254 of this title (other than subsections (b)(7) and (c)(1)(D) thereof).

[25]Motion, Memorandum in Support at 1.

It is unclear how this provision applies to the Commission's determinations in D&O No. 40921. In his Motion, Mr. Mehehula quotes 47 USC § 251(f)(1) and then refers to a separate proceeding before the Commission involving a formal complaint by Hawaiian Telecom, Inc. ("HTI"), where Mr. Meheula contends the Consumer Advocate "raised the applicability of § 251(f) and recommended that the Commission conduct an evidentiary 'inquiry' pursuant to § 251(f)(1)(B)," and refers to a "CA Statement" at page 13, which he previously states was filed on November 21, 2022 in Commission consolidated Docket Nos. 2022-0139 and 2022-0187.[26]

First, the Commission observes that while it does have before it a proceeding involving consolidated Docket Nos. 2022-0139 and 2022-0187, both of which involve complaints filed by HTI against SIC, there is no such filing by the Consumer Advocate on "November 21, 2022."[27] Indeed, review of the records in both Docket No. 2022-0139 and Docket No. 2022-0187 reveal that there are no filings at all made on that date, so it is unclear what filing Mr. Meheula is referencing. Rather, it appears that Mr. Meheula intended to reference a filing made by the Consumer Advocate in Docket No. 2022-0218,

[26]Motion to Reconsider, Memorandum in Support at 1 and 2.

[27]Motion to Reconsider, Memorandum in Support at 1.

into which Docket Nos. 2022-0139 and 2022-0187 were ultimately consolidated.[28]

Second, presuming this is the filing Mr. Meheula intended to reference, pages 12-13 of the Consumer Advocate's Statement of Position in Docket No. 2022-0218 reflect the Consumer Advocate's observation that while federal law may recognize exemptions for rural carriers, "even rural carriers must accept and fulfill requests for access to facilities if: 1) a bona request has been received; and 2) the State commission determines that such a request is not economically burdensome, is technically feasible and is consistent with U.S.C. Section 254."[29]

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[28]See Docket No. 2022-0139, Order No. 38700, "Acknowledging Consolidation and Closing the Docket," filed on November 10, 2022 (acknowledging that Docket No. 2022-0139 had been consolidated with Docket No. 2022-0187 into Docket No. 2022-0218); and Docket No. 2022-0187,Order No. 38701, "Acknowledging Consolidation and Closing the Docket," filed on November 10, 2022 (acknowledging that Docket No. 2022-0187 had been consolidated with Docket No. 2022-0139 into Docket No. 2022-0218).

[29]Docket No. 2022-0218, "Division of Consumer Advocacy's Consolidated Statement of Position," filed on November 21, 2022, at 12-13 ("2022-0218 CA SOP")(also cited in Mr. Meheula's Motion to Reconsider, Memorandum in Support at 1). One of HTI's Complaints, originally the subject of Docket No. 2022-0139, alleged that SIC had improperly denied HTI access to SIC's conduits in violation of a Conduit Occupancy Agreement between SIC and HTI, which required to SIC to respond to bona fide requests from HTI. See id. at 2. The record in Docket No. 2022-0218 (after Docket No. 2022-0139 was consolidated into it) also reflects the existence of a Commission-approved, SIC-executed "Conduit Occupancy Agreement" with HTI that establishes the parameters governing how HTI makes requests for access to SIC's infrastructure, as well as SIC's grant of those requests).

Most importantly, Mr. Meheula does not explain how this pertains to the Order to Show Cause filed against SIC in this docket or the Commission's findings in D&O No. 40921. HTI, another Hawaii telecom provider, filed complaints against SIC in consolidated Docket No. 2022-0218 related to HTI's allegations that: (1) SIC has violated a validly executed Conduit Occupancy Agreement between SIC and HTI by not honoring HTI's requests to access SIC's conduits; and (2) has failed to respond to HTI's requests to port certain SIC customers who wish to transfer service to HTI.[30] Conversely, the instant proceeding is focused on SIC's failure to comply with applicable Commission rules governing notice SIC was required to give to its own customers prior to abandoning service to them. Regardless of whether SIC behaved in a justified or unjustified manner towards HTI related to its Conduit Occupancy or other Agreements, this has no bearing on whether SIC gave the required minimum of 30 days' notice to its own customers before discontinuing service on its own equipment. As set forth in D&O No. 40921, the basis for the Commission's findings that SIC violated HAR §§ 6-80-123 and 6-80-129 is solely focused on a series of actions SIC chose to take with respect to its customers in May and June of 2024.[31]

[30]See 2022-0218 CA SO at 2-3.

[31]See Order No. 40819 at 2-3 and D&O No. 40921 at 5.

At the Show Cause Hearing, Mr. Hee, on behalf of SIC, admitted that SIC had not provided the required notice to customers.[32]

Further, Mr. Meheula's arguments regarding 47 USC § 251 appear to be a repetition of arguments raised by Mr. Hee at the Show Cause Hearing, where Mr. Hee alleged that SIC's "ongoing financial crisis leading up to the termination of service" was the result of the Commission "not enforcing 47 U.S.C. Section 251(f)(1), which caused SIC economic harm by allowing [HTI] to service SIC customers since 2000."[33] Mr. Hee subsequently alleged that HTI had violated 47 USC § 251(f)(1) by virtue of offering telecommunications service on Hawaiian Home Lands.[34] This argument is also meritless. As noted above, 47 USC § 251(f) deals with potential exemptions for rural carriers to interconnect other telecommunications carriers, but has no bearing on the notice SIC must provide to its own customers before it terminates service.

Additionally, SIC first alleged that the Commission was obligated to enforce 47 USC § 251(f)(1),[35] but then shortly after

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[32]See D&O No. 40921 at 7; see also, Transcript at 142:5-143:14. Mr. Hee also made statements in his closing argument at the Show Cause Hearing indicating that SIC may have "unintentionally" violated the Commission's rules. Transcript at 159:19-160:17.

[33]Transcript at 24:15-21.

[34]Transcript at 27:15-22.

[35]Transcript at 24:15-19.

testified that it believed "[t]he two administrative agencies charged with oversight of these laws and programs are the [Federal Communications Commission] and [State Department of Hawaiian Home Lands]," and that "[t]he [Commission] has no authority over these programs[.]"[36] Thus, even if 47 USC § 251(f) did have any bearing on this matter, SIC raised this point at the Show Cause Hearing.

It is well-established that "the purpose of a motion for reconsideration is to allow the parties to present new evidence and/or arguments that could not have been presented during the earlier adjudicated motion."[37] As reflected in the record, SIC raised these arguments at the Show Cause Hearing and failed to make a persuasive case that 47 USC § 251(f) is applicable to the allegations against SIC in Order No. 40819. Mr. Meheula's arguments based on this section are no more persuasive than Mr. Hee's at the Show Cause Hearing and are impermissibly raised in the context of a motion for reconsideration.

Mr. Meheula also appears to argue that a decision in this proceeding cannot be made because a final Commission decision in Docket No. 2022-0218 is pending, where Mr. Hee filed an "Answer

[36]Transcript at 26:18-21.

[37]Taqupa v. Taqupa, 108 Hawai'i 459, 465, 121 P.2d 924, 930 (Haw. Ct. App. 2000).

to the Complainant's Reply" asserting 47 USC § 251(f)(1)(B).[38] The Commission is not persuaded. As noted above, the issues in Docket No. 2022-0218 are independent from those in this proceeding, which centers around SIC's actions towards its own customers. Additionally, the Commission observes that SIC elected to not participate in Docket No. 2022-0218 after being properly served, which resulted in a Commission Hearings Officer entry of default against SIC in favor of HTI on HTI's complaints.[39]

Lastly, Mr. Meheula argues that actions resulting from federal court proceedings in which HTI did not bid on certain SIC assets that were up for federal auction allegedly create an "unduly economically burdensome" situation for SIC and somehow justify SIC's refusal to connect HTI to SIC's system.[40] To the extent these allegations can be taken as credible, they still do not support reconsideration of D&O No. 40921. Mr. Hee's testimony at

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[38]Motion to Reconsider, Memorandum in Support at 2-3.

[39]Docket No. 2022-2018, Order No. 39050, "Entering Default Against Sandwich Isles Communications, Inc.," filed on March 10, 2023 ("Order No. 39050").

SIC failed to produce an official representative in Docket No. 2022-0218, but documents were filed in that proceeding by one "Lex Smith" purportedly on behalf of SIC. Mr. Smith, despite being an attorney admitted to the Hawaii Bar, refused to clarify to the Commission whether he officially represented SIC in that docket. See Order No. 39050 at 3-6; and Docket No. 2022-0218, "Recommended Decision and Order," filed on February 7, 2024, at 11-12.

[40]Motion to Reconsider, Memorandum in Support at 3.

the Show Cause Hearing and Mr. Meheula's arguments in the Motion to Reconsider appear to conflate these issues and presume that financial hardship to SIC excuses it from providing adequate notice to its customers before discontinuing service. These issues, however, are distinct. Regardless of the cause of SIC's financial issues, which are being addressed in a variety of other venues, the pertinent issue before the Commission in this proceeding is whether SIC complied with rules intended to ensure that SIC's customers receive adequate notice that their telecommunications service will be discontinued. This is an independent obligation that SIC owes its customers to ensure that they can arrange for replacement telecommunications service and otherwise avoid confusion or risk to health and safety arising from the sudden loss of these services.

Based on the foregoing, the Commission concludes that the Motion fails to demonstrate that D&O No. 40921 is "unreasonable, unlawful, or erroneous" as required under HAR § 16-601-137. Accordingly, the Commission finds that there is insufficient basis for reconsideration of D&O No. 40921 and denies the Motion to Reconsider filed by Mr. Meheula on July 31, 2024.

III.

ORDER

THE COMMISSION ORDERS:

The Motion for Reconsideration, filed by Mr. Meheula on July 31, 2024, is denied for the foregoing reasons.

DONE at Honolulu, Hawaii OCTOBER 28, 2024.

PUBLIC UTILITIES COMMISSION
OF THE STATE OF HAWAII

By_____
Leodoloff R. Asuncion, Jr., Chair

By_____
Naomi U. Kuwaye, Commissioner

By_____
Colin A. Yost, Commissioner

APPROVED AS TO FORM:

_____
Caroline C. Ishida
Commission Counsel

2024-0164.ljk

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Hawaiian Homes Commission Meeting Packet
November 17 – 18, 2025
Hale Pono‘ī, Kapolei, Oahu

G ITEMS

STATE OF HAWAI`I

DEPARTMENT OF HAWAIIAN HOME LANDS

November 17-18, 2025

To: Chairman and Members, Hawaiian Homes Commission

From: Lillie Makaila, Acting Planning Program Manager *lkjm*

Subject: For Information Only – Draft Environmental Assessment (EA) and

Anticipated Finding of No Significant Impact for the North Kona Wells Project – Keauhou Well Site & Kahaluʻu Water Storage Tanks, TMKs: portions of [3] 7-8-004:013, 014, and 015; & portions of [3] 7-8-009:014, 032, 054 and 077, Kona, Hawaiʻi.

Recommended Action

None; for information only.

Discussion

In both the 2009 and 2020 Regional Plans for Kealakehe/Laʻi ʻŌpua, water source development to support water supply for DHHL lands in North Kona was identified as a priority project for the region. These regional plans were developed through a regional planning process with beneficiaries and the plans were approved by the Hawaiian Homes Commission. The priority project, called "North Kona Water Source Development and Storage" focuses on working collaboratively with various stakeholders in the region to develop additional water sources in order to meet the needs of the Department to provide water for development of its lands in the region.

Currently, DHHL has approximately 1,400 acres in the North Kona Region. After the completion of Laʻi ʻŌpua Village 4 Phases I and II, DHHL will have exhausted its available water credits (equivalent units) on the County DWS water system to provide potable water, and will need additional credits to provide potable water for all planned future development in the region.

Additional water credits are critical in order for DHHL to proceed with any of its planned development that requires water infrastructure in North Kona, including the construction of homesteads, community spaces, the expansion of existing

community uses, etc. The unmet water demand for DHHL in North Kona is estimated to be 3.398 million gallons per day (MGD). In 2015, the Commission on Water Resource Management (CWRM) approved a water reservation for this need, 3.398 MGD, for North Kona. This water reservation is a kapu of water for DHHL's use, but does not mean immediate access to "wet water" to supply development.

The County DWS has advised DHHL that in order to access this water reservation, DHHL must develop additional groundwater well sources. It will likely take 3-4 groundwater wells with a capacity of 1MGD to supply the necessary water needed to fully develop the Department's lands in North Kona. County DWS has verbally told DHHL that it would give DHHL the "full amount" of water from groundwater well sources developed in the region. A groundwater well that has the capacity to pump 1MGD will pump that amount over the course of the 24-hour period. Best practices are to "rest" a well for an 8-hour period, or one-third of the pumping time. The County water credit allocation formula for a 1MGD well is as follows:

- 1,000,000 gallons x two-thirds = 666,666 gallons per day (this assumes that the well will not be pumping 24-hours, but will rest for 8-hours)
- 666,666 gallons per day/one water credit or 600 gallons per day = 1,111 water credits
- 1 water credit = 1 housing unit = 1 residential homestead

Therefore, a 1MGD well source can potentially supply 1,111 residential homesteads.

DHHL's existing lands in North Kona do not overlay a reliable water source, and the lands that are located mauka of the Kāloko-Honokōhau National Park are located within the National Park Service's area of concern for water source development.
This area of concern is described as the four ahupua'a in the vicinity of the park where studies indicate that groundwater well development will negatively impact the park resources and the traditional and customary native practices that rely on the groundwater sources in this area (See Figure 1 below). For these reasons, DHHL has be tasked to look for potential groundwater well sites off DHHL lands.

DHHL has identified two potential groundwater well locations in the Kona region that could supply the necessary potable water

needed (See Figure 1). One site is currently owned by the Kamehameha Schools Bishop Estate and located in Keauhou. The second site is referred to as the Gianulias property, and was recently acquired by the Department for water source development, with acquisition closing September 2025.

Negotiations for the acquisition of this parcel have been on-going since 2018. Beneficiaries in the Kona Region have encouraged the Department to move forward with land acquisition and water source development of this property throughout the on-going negotiations with the current landowners. Here is a table of the major milestones in the acquisition process:

Action	**Date**
Due diligence studies	Completed
Compliance (HRS CH.343)	In-progress
Compliance (HRS CH. 6E)	In-progress
Letter of Intent	In-progress
Purchase and Sales Agreement	Next step
Projected closing	Early 2026

The Department of Hawaiian Home Lands (DHHL) is proposing to develop a new potable water well source, three concrete water storage tanks, associated water transmission piping, pumps, control building, fence, chlorination building, generator, transformer, electrical improvements, access road, and other appurtenant improvements necessary for the proper operation and maintenance of these facilities.

The proposed action consists of the Keauhou Well 2 site (Well Site) and the Kahalu‘u Tanks site (Tank Site). The well, tank and
transmission line features will be developed on portions of the privately owned parcels identified above.

The Well Site improvements would consist of:
• A 2-million-gallon reinforced concrete storage tank
• A second well source
• Well pumps
• A pump control building
• Chlorination system
• Electrical improvements and site lighting
• Access road upgrades
• Chain-link fencing
• Water transmission line to connect to the existing Keauhou tank

The Tank Site improvements would consist of:
• Demolition of the existing 100,000-gallon, 50,000-gallon steel tanks, and 0.3 mg tank
• Construction of two new concrete tanks
• Pump improvements
• A pump control building
• Piping improvements, including valves and other appurtenances
• Electrical lines
• Access road upgrades
• Chain-link fencing
• Site grading, retaining walls

A Draft Environmental Assessment (EA) has been prepared to study the affected environment, assess potential environmental and socio-economic impacts, and propose measures to mitigate potential impacts. Table 1 summarizes the findings and mitigation measures from the Draft EA.



NORTH KONA WATER
POTENTIAL SOURCE DEVELOPMENT SITES

LEGEND

- DHHL Lands
- Gianulias Site
- KS Well Site
- Ahupua'a
- Kāloko-Honokōhau National Historical Park

HAWAIIAN HOME LANDS

Figure 1

Table 1:

Affected Resource	Short-term Impacts	Long-term Impacts	Cumulative Impacts	Mitigation Measures
Land Use	None Anticipated	None Anticipated	None Anticipated, all future growth resulting from the Proposed Action and other developments are within designated growth areas	Final well location will be outside areas classified as Agricultural Lands of Importance to the State of Hawai‘i
Geology, Topography, and Soils	Clearing, grading and grubbing	None Anticipated	None Anticipated	Grading, Grubbing and Stockpiling permits per Hawai‘i County Code, Chapter 10—Erosion and Sediment Control; soil loss and erosion Best Management Practices (BMPs)
Hydrologic Resources	None Anticipated	Greater groundwater withdrawal from the Keauhou Aquifer System Area within the aquifer’s sustainable yield	Greater groundwater withdrawal from the Keauhou Aquifer System Area within the aquifer’s sustainable yield	Soil loss and erosion BMPs; Well Construction and Pump Installation Permits; Engineering Report compliant with HAR §11- 20-29; NPDES permit
Biological Resources	Potential spread of invasive species; Temporary displacement of fauna species during construction phase	None Anticipated	None Anticipated	Invasive species control measures; fauna avoidance and impact reduction BMPs; biological resource training for crews; fauna resource buffers

Affected Resource	Short-term Impacts	Long-term Impacts	Cumulative Impacts	Mitigation Measures
Archaeological and Historic Properties	None Anticipated	None Anticipated	None Anticipated	Cultural resource training for construction crews; archaeological monitoring during construction; notify SHPD if cultural or historic resources are identified during construction; cease work immediately and contact SHPD, coroner and police if iwi kūpuna are identified during construction activities, and develop reinternment plan as appropriate

Cultural Resources and Practices	None Anticipated	None Anticipated	None Anticipated	DHHL will uphold its mandates as prescribed by law; site water source development within the same ahupua‘a as it will be consumed whenever possible; implement efficiency and conservation measures in transportation, storage and consumption in areas that are importing water; water recycling efforts; water conservation collaboration/partnership in public awareness campaign; culturally informed research, studies and monitoring to inform mitigation; appropriate thresholds identified and upheld; regional monitoring program with benchmarks and actions tied to those benchmarks; propose management options if the trend is towards detrimental effects; frequent, meaningful, and accessible updates regarding research, studies and monitoring practices should be available to stakeholders; DHHL will consider the formation of a hui open to stakeholders to advise water-related decision-making and aid in outreach to

				stakeholders at large; DHHL will make efforts to encourage more beneficiaries and members of the native Hawaiian community to be involved in the Boards of Water Supply meetings and to be members on the Boards of Water Supply so these important stakeholders are able to have more authority over water use; DHHL should commit financially and administratively to supporting community-managed water resource management; DHHL will advocate for and participate in the update of the Water Use and Development Plan for Hawai‘i County; DHHL will support and advocate for Commission on Water Resource Management (CWRM) analysis of water availability and revised sustainable yields, including a process that has substantial opportunity for public input; DHHL will advocate for CWRM to share more rigorous summaries of existing state of knowledge as published; DHHL will advocate for and participate in the update of the

				Statewide Framework for Updating the Hawaii Water Plan (Framework); DHHL will aid in funing mālama ʻāina/watershed management efforts in affected ahupuaʻa to increase water recharge and to allow for mālama of places and areas critical for the continuation of native practices; DHHL will create a clear pathway for long-term access for native rights and customary practices on DHHL's lands and will look into its current ROE/land disposition process for activities such as mālama ʻāina and stewardship; DHHL will collaborate with stakeholders in the creation of a preservation plan for Kealakowaa, the protection of cultural, historical and natural resources associated with the Kona field system, and stewardship of the Kona upland forests. These efforts include contributions or resources in other areas or in the project parcel itself, towards the restoration of these valued resources in collaboration with cultural

Affected Resource	Short-term Impacts	Long-term Impacts	Cumulative Impacts	Mitigation Measures
				practitioners, lineal descendants, native tenants, beneficiaries, etc.
Scenic and Aesthetics	None Anticipated	None Anticipated	None Anticipated	None Required
Air Quality	Fugitive dust and construction related air pollutants	None Anticipated	None Anticipated	Air pollution control BMPs
Socioeconomics and Environmental Justice	None Anticipated	None Anticipated	Positively benefiting Native Hawaiian and low-income families by creating increased access to housing and economic opportunities	None Required
Acoustic Environment	Noise generated during construction	None Anticipated	None Anticipated	Community Noise permit; noise reduction BMPs; public informational meeting
Transportation and Traffic	Minor increase in traffic during construction phase	None Anticipated	Secondary impacts combined with reasonably foreseeable developments could result in increased traffic around La'i 'Opua	None Required
Natural Hazards	None Anticipated	None Anticipated	None Anticipated	Final well location will be outside the Special Flood Hazard Zone

Affected Resource	Short-term Impacts	Long-term Impacts	Cumulative Impacts	Mitigation Measures
Public Facilities and Infrastructure	None Anticipated	None Anticipated	Secondary impacts combined with reasonably foreseeable developments could increase demand on Keauhou Aquifer System Area, public facilities and infrastructure	None Required

ANTICIPATION OF FINDING OF NO SIGNIFICANT IMPACT

Based upon the analysis in the DEA, staff anticipates a finding of no significant impact (AFONSI) for this project. This determination is based on upon the 13 criteria of significance that approving agencies must consider as specified in HAR, Section 11-200.1-13. An analysis of the 13 criteria of significance is presented below:

Potential impacts of the Proposed Action have been evaluated in accordance with the 13 significance criteria, pursuant to HAR §11-200.1-13. The following findings and reasons indicate that the Proposed Action will have no significant adverse impacts on the environment, and as a result, supports a Finding of No Significant Impact (FONSI) determination.

(1) Irrevocably commits a natural, cultural, or historic resource.

The Proposed Action would not irrevocably commit a natural, cultural, or historic resource. It is consistent with existing conditions and the surrounding environment and would not adversely affect the Keauhou Aquifer System Area (KASA) that services the North Kona region as discussed in Section 3.4.7. Contractors will adhere to mitigation measures described in Section 3.5.3 to avoid any potential impacts to federal- or state-listed species should they occur at the Project Site. HRS §6E consultation with SHPD will be completed prior to the start of construction. Mitigation measures discussed in Section 3.6.4 and any proposed by SHPD would be implemented to avoid or minimize impacts to any cultural resources or historic properties identified in the Project Site.

(2) Curtail the range of beneficial uses of the environment.

The Proposed Action would not curtail the range of beneficial uses of the environment. The wells will be sited in an area within the Project Site that produces the least amount of impacts on the site's environment. While it will result in reducing the amount of groundwater available within the KASA, the extraction rate would not cause the aquifer to exceed its sustainable yield as discussed in Sections 3.4.7. Nor would the Proposed Action contribute cumulatively to long-term adverse impacts on the KASA, as discussed in Section 3.14.2.

(3) Conflict with the State's environmental policies or long-term environmental goals established by law.

The Proposed Action would not conflict with the State's environmental policies or long-term environmental goals established by law as discussed in Chapter 5. BMPs and other mitigation measures discussed throughout Chapter 3 would be implemented to avoid or minimize potential impacts associated with the Proposed Action during its construction and operation.

(4) Have a substantial adverse effect on the economic welfare, social welfare, or cultural practices of the community and State.

The Proposed Action would not have direct substantial adverse effects on the economic welfare, social welfare or cultural practices of the community and State. It would create secondary positive impacts on the State's social and economic welfare by establishing a new potable water source for the development of La'i 'Ōpua. This would allow DHHL to provide over 1,000 single family homes, 300 multi-family units, multiple park spaces, a hospital, and commercial centers for native Hawaiian families. Thus, creating a long-term positive effect on the economic and social welfare of the community and State. However, these positive impacts would not be substantial enough to have a direct effect on the level of commerce in Kailua-Kona, the primary commerce center for the region.

The Proposed Action would not substantially impact traditional cultural practices. As discussed in Section 3.7, there are no traditional cultural properties onsite but there are cultural practices and associated resources in the vicinity of the Project Site. Mitigation measures discussed in Section 3.7.1 would be implemented to avoid or reduce any potential impacts to

cultural or historic resources that may occur and protect the exercise of traditional and customary native Hawaiian rights in the Project Site.

(5) Have a substantial adverse effect on public health.

The Proposed Action would not have a substantial adverse effect on public health. A Well Construction and Pump Implementation Permit will be obtained for the Proposed Action prior to construction. An engineering report will be submitted to and approved by the DOH CWB before placing the Proposed Action online within the DWS's North Kona Water System. The report will identify all potential sources of contamination, evaluate alternative controls which could be implemented to reduce or eliminate contamination potential, and include a water quality analysis for all regulated contaminants.
Short-term impacts on noise levels and air quality would be minimized by phasing construction of the wells and implementing BMPs to maintain compliance with applicable County and State policies and regulations as discussed in Sections 3.9 and 3.11.

(6) Involve adverse secondary impacts, such as population changes or effects on public facilities.

The Proposed Action would not result in adverse secondary impacts to the social environment or on public facilities. The Proposed Action would facilitate the development of La'i 'Ōpua with approximately 1,000 single family homes and 300 multi-family units for DHHL beneficiaries. This would result in secondary impacts such as potentially increasing the population within the Kealakehe Census Tract, which contains La'i 'Ōpua. As discussed within the *DHHL Kealakehe-La'i 'Ōpua Regional Plan*, the areas proposed for La'i 'Ōpua are consistent with the State Land Use Districts, County General Plan designations, and County Zoning Code. Where there may be land use inconsistencies, DHHL may preempt these pursuant to Hawaiian Homes Commission Act Section 204. Further, the areas are located within the North Kona CDP's Urban Area, where the CDP directs Kona's future growth. Therefore, secondary population change associated with the Proposed Action would be the result of planned and orderly development consistent with land use planning policies and ordinances.

The Proposed Action would positively affect the North Kona Water System by creating a redundant water source in case of pump failures at other nearby wells and would not impact other public

facilities. As discussed in Section 3.14, the future development of La‘i ‘Ōpua would not adversely affect public facilities and infrastructure.

(7) Involve a substantial degradation of environmental quality.

The Proposed Action would not degrade environmental quality at the Project Site or surrounding area. The wells will be sited within the Project Site in an area that produces the least amount of impacts. Mitigation measures proposed throughout Chapter 3 would be implemented to avoid or minimize impacts on the site’s environment.
While the Proposed Action will result in reducing the amount of groundwater available within the KASA, the extraction rate would not cause the aquifer to exceed its sustainable yield as discussed in Section 3.4 Nor would it contribute cumulatively to long-term adverse impacts on the KASA as discussed in Section 3.14.

(8) Be individually limited but cumulatively have substantial adverse effect upon the environment or involves a commitment for larger actions.

The Proposed Action will not contribute cumulatively to substantial adverse effects upon the environment, as discussed in Section 3.14. While the Proposed Action is intended to develop a new water source that would result in the future development of La‘i ‘Ōpua, one third of the resulting groundwater would be used by the DWS for municipal uses in the North Kona Water System. Additionally, water use within La‘i ‘Ōpua has been accounted for in the Hawai‘i Water Plan as discussed in Section 3.4. Thus, the Proposed Action would facilitate but does not involve a commitment for larger actions.

(9) Have a substantial adverse effect on a rare, threatened, or endangered species, or its habitat.

The Proposed Action would not have a substantial adverse effect on rare, threatened, or endangered species or their habitats. No critical habitat occurs within the Project Site, and mitigation measures and BMPs discussed in Section 3.5 would be implemented during construction and operation of the Proposed Action to minimize impacts to species observed or with the potential to occur at the Project Site.

(10) Have a substantial adverse effect on air or water quality or ambient noise levels.

The Proposed Action would not have a substantial adverse effect on air or water quality or ambient noise levels. The Proposed Action will be constructed over two phases and a Well Construction and Pump Installation Permit will be obtained prior to construction. During Phase I, a single exploratory well will be drilled and then tested to ensure its water quality meets HAR §11-20-29 Rules Relating to Public Water Systems standards. If the quality and quantity of sampled water are satisfactory, then the Proposed Action will proceed to Phase II. Additional mitigation measures discussed in Section 3.4would be implemented to avoid impacts on water quality during construction and operation of the Proposed Action.
Short-term impacts to noise levels and air quality would be minimized by phasing construction of the wells, implementing BMPs and obtaining a Community Noise Permit and Noise Variant Permit, if applicable, to maintain compliance with relevant County and State policies and regulations as discussed in Sections 3.9 and 3.11.

(11) Have a substantial adverse effect on or be likely to suffer damage by being located in an environmentally sensitive area such as a flood plain, tsunami zone, sea level rise exposure area, beach, erosion-prone area, geologically hazardous land, estuary, fresh water, or coastal waters.

As discussed in Sections 3.3, 3.4 and 3.12, the Proposed Action will not have a substantial adverse effect on or be likely to suffer damage by being located in an environmentally sensitive or naturally hazardous area. The Project Site is located between approximately 1 to 2 miles inland, outside the coastal zone, sea level rise exposure area, tsunami zone and erosion-prone areas. No surface water features are present within the Project Site, thus there is no risk for flooding under normal conditions. The entire island of Hawai‘i, including the Project Site, is located within the International Building Code (IBC) Seismic Zone 4 which have the highest potential for seismic induced ground movement. Therefore, the Proposed Action will comply with IBC Seismic Zone 4 building standards to reduce potential impacts created by earthquakes or seismic induced ground disturbances.

(12) Have a substantial adverse effect on scenic vistas and view planes, during day or night, identified in County or State plans or studies.
The Proposed Action would not have a substantial adverse effect on scenic vistas or viewplanes surrounding the Project Site. As discussed in Section 3.7, the Project Site is not in or near

visually sensitive areas or areas of high scenic value. The tallest feature of the Proposed Action is less than 40 feet in height and would be surrounded by rows of coffee trees limiting its visibility mauka of the Project Site

(13) Require substantial energy consumption or emit substantial greenhouse gases.

The Proposed Action will not require substantial amounts of energy during construction or operation, nor will it emit substantial amounts of greenhouse gases. As discussed in Section 3.13.5 the Proposed Action may require between 537 and 4,540 kWh per day of operation which is anticipated to be within HELCO's capacity without adversely affecting service to other customers. Assuming 43 percent of this energy requirement is provided by renewable sources, the Proposed Action could potentially generate between 107 and 908 metric tons of C02 per year. This is close to the same amount as powering between 14 and 121 single-family homes during that same timeframe. However, this amount of C02 per year will likely be reduced over time as the county continues transitioning to a renewable energy resource portfolio standard to reach "net-negative" by 2045. Thus, the Proposed Action may generate little to no C02 within the project's lifespan.

V. NEXT-STEPS

Here are the anticipated next-steps for water source development following acquisition of the property:

- DEA publication in The Environmental Notice on November 23, 2025.
- 30-Day public comment period on DEA from November 23 to December 22, 2025.
- Incorporate and revise DEA based on public comments received (December/January).
- HHC approvals for the Final Environmental Assessment and Ka Paʻakai Analysis (January 2025).
- Finalize acquisition of the property (Early 2025).
- Move forward with permitting, design and construction.

VI. RECOMMENDED MOTION ACTION

None. For Information Only

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

November 17 – 18, 2025

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Lilliane Makaila, Acting Planning Program Manager

FROM: Nancy M. McPherson, Planner *Nancy M. McPherson*

SUBJECT: For Information Only – Draft Molokaʻi Coastal Homesteads Community Resilience Plan

Recommended Action

None. For information only.

Background

This planning project originated from requests by homestead lessees in Kalamaʻula, Kapaʻakea and Kamiloloa-One Aliʻi, situated along Molokai's southern coastline, for DHHL to address increasingly frequent impacts they were experiencing due to shoreline erosion, inundation during extreme high tides, and flooding of low-lying coastal areas during heavy rain events. Site visits by Planning Office staff confirmed serious shoreline erosion, flooding and drainage issues in all three homestead areas, which then led to a now seven-year-long planning effort to document the issues and existing conditions, engage with beneficiaries, and develop implementable plans with measures to reduce risk, mitigate and adapt to coastal hazards, restore features of the landscape with nature-based solutions, and increase community resilience for close to 300 homestead lessees in these coastal communities.

In 2021 the Planning Office applied for a National Fish and Wildlife Foundation (NFWF) National Coastal Resilience Fund (NCRF) Community Capacity Building & Planning grant, which was approved. In 2022 the Planning Office was still in the process of preparing the South Molokai Shoreline Erosion Management Plan (SM-SEMP), so once that plan was approved in December 2022, DHHL contracted with the G70 planning firm to develop a Community Resilience Plan for the Kalamaʻula, Kapaʻakea and Kamiloloa-One Aliʻi coastal homestead communities on the island of Molokaʻi starting in June 2023. See Fig. 1, MCH-CRP Project Area, and Fig. 2, NCRF Focus Areas, below.

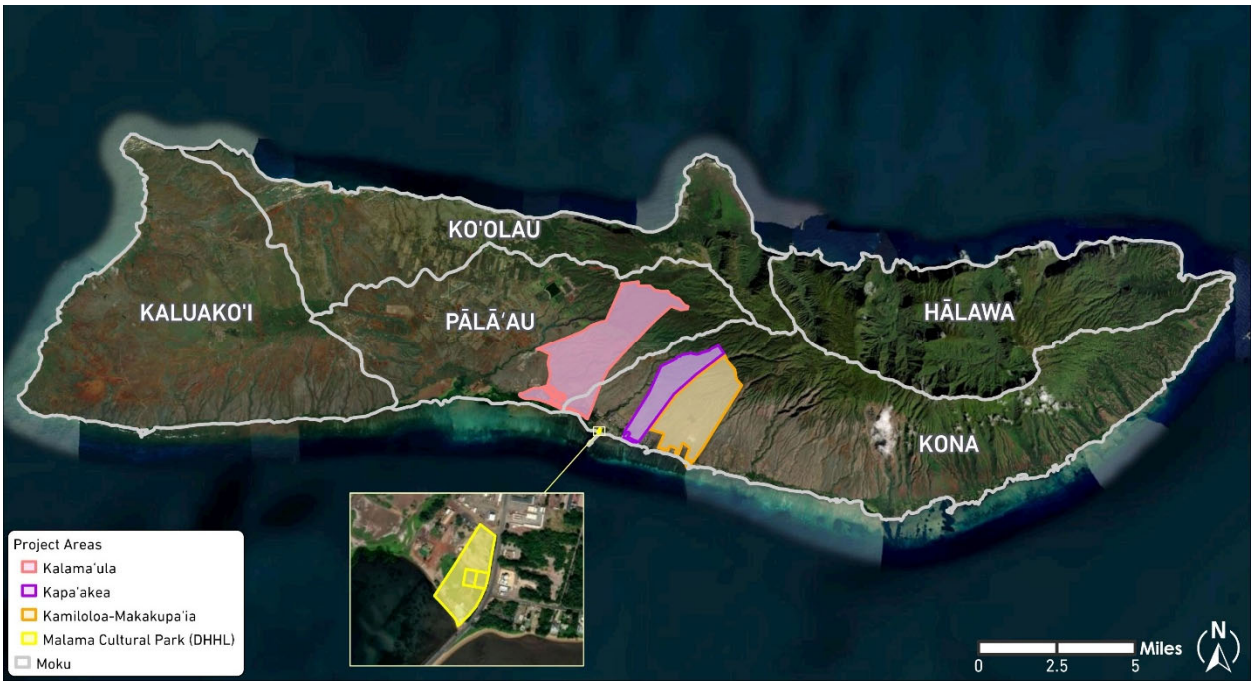


Fig. 1 MCH-CRP Project Area

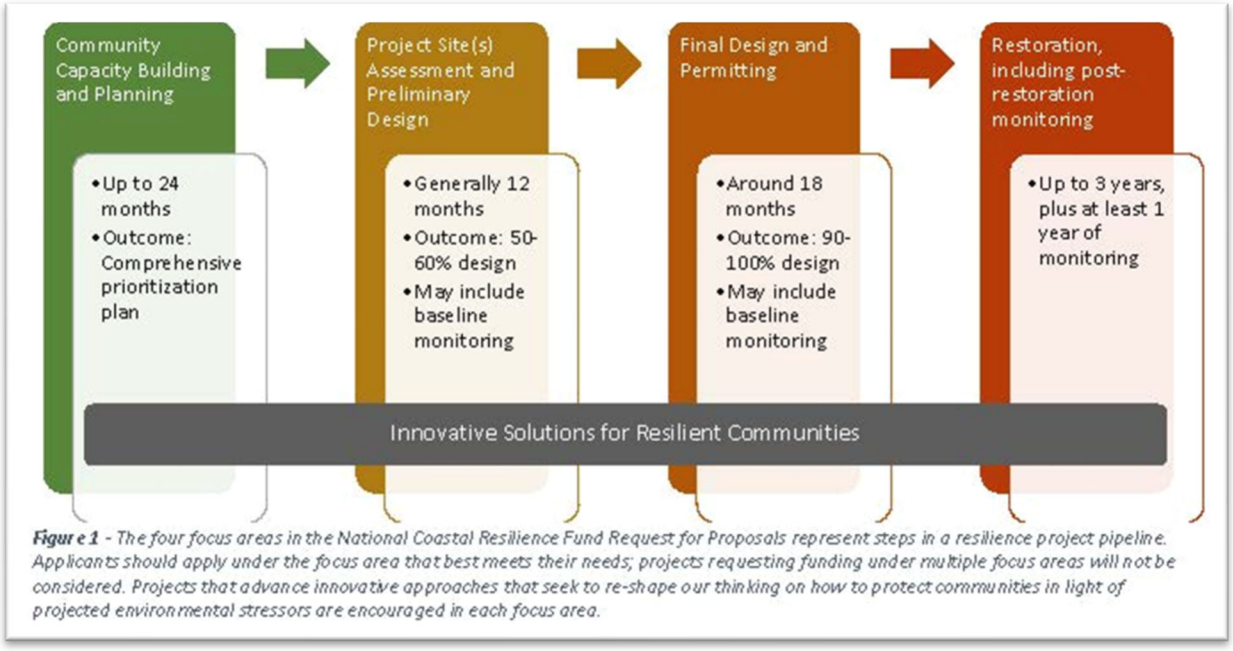


Figure 1 - The four focus areas in the National Coastal Resilience Fund Request for Proposals represent steps in a resilience project pipeline. Applicants should apply under the focus area that best meets their needs; projects requesting funding under multiple focus areas will not be considered. Projects that advance innovative approaches that seek to re-shape our thinking on how to protect communities in light of projected environmental stressors are encouraged in each focus area.

Fig. 2 NCRF Focus Areas

Progress updates on the Moloka'i Coastal Homesteads Community Resilience Plan (MCH-CRP) have been provided to the Hawaiian Homes Commission (HHC) within the Planning Office Plan Implementation Update for Molokai at the April HHC Meetings since 2023. Building on a multi-year, multi-plan foundation, the project has arrived at

a stage where the Planning Office wishes to present a Review Draft to the Hawaiian Homes Commission (HHC) for information. See Exhibit A, MCH-CRP HHC Review Draft. Based on comments and feedback, revisions will be made to the Draft MCH-CRP, which will be brought back to the beneficiaries on Moloka‘i in December/January for review during a Draft Plan workshop and 30-day comment period. After final revisions based on beneficiary comments and feedback, a Final Draft will be brought back to the HHC for approval in early 2026.

Mutually Reinforcing Planning Efforts, 2018 to present

DHHL has been gradually developing a planning and policy framework to better address coastal and other natural hazards, mitigate vulnerabilities, and strengthen community resilience on Hawaiian Home Lands, starting with Molokai. The MCH-CRP's consistency with the DHHL Planning System will be discussed in more detail later in the submittal.

South Molokai Shoreline Erosion Management Plan (2018 – 2022)

Known as the SM-SEMP, this plan responded to years of community concerns about shoreline loss and coastal flooding affecting the Molokai south shore homestead communities. By gathering beneficiary input through meetings, interviews, and workshops with homesteaders, lineal descendants, and local experts, their real-life knowledge and experiences helped identify erosion hotspots, flood-prone areas, and culturally significant shoreline resources. Technical studies of shoreline change, wave energy, and sea level rise were also completed to guide strategies that balance traditional ecological knowledge with modern science.

While studying the shoreline and coastal homesteads and formulating mitigation measures to address shoreline erosion impacts, the beneficiaries and planning team concluded that the environmental and coastal hazard issues the SM-SEMP identified could not be resolved without including the entire ahupua‘a, because conditions up mauka were impacting the makai areas. This awareness prompted the application for and award of the NFWF NCRF grant for the project NFWF titled "Developing Community Resilience for Molokai Coastal Homesteads."

DHHL General Plan Update (2020 – 2022)

The DHHL General Plan comprises Tier 1 of the DHHL Planning System. The previous 2002 DHHL General Plan had only one objective that mentioned natural hazards and disaster mitigation, under *Land and Resource Management.* The 2022 update included discussion of climate change and natural hazard considerations in all seven major

chapters in the plan, as well as a Climate Change White Paper in the Appendix. The General Plan directs DHHL to include climate change and natural hazards in land suitability analyses when updating Island Plans, acquiring lands and doing master plans and environmental review. Projected sea level rise and natural hazards will play a significant role in land suitability analysis for the upcoming Molokai Island Plan update, as will the information in the SM-SEMP and the MCH-CRP.

Malama Park Special Area Plan (2020 – 2022)

Special Area Plans (SAP's) are on Tier 3 of the Planning System. This planning effort provided detailed goals and strategies required for implementation of the Special District land use designation given to DHHL's 4.58 acres of land at Malama Park in Kaunakakai ahupua'a via an Island Plan land use amendment. The SAP analyzed coastal hazards and issues such as sea level rise. Strategies include invasive species removal and restoration of native coastal plant species, creation of a vegetated berm along the shoreline, and monitoring, which reinforce the kinds of shoreline restoration and erosion mitigation measures that the MCH-CRP will be recommending for the eroding shorelines in the project area.

Discussion

The project design for *Developing Community Resilience for Moloka'i Coastal Homesteads* proposed preparing the *Molokai Coastal Homesteads Community Resilience Plan (MCH-CRP)* to develop a plan for improving resilience to multiple natural hazards for coastal homestead communities on the island of Moloka'i through scientific analyses and Geographic Information Systems (GIS) modeling of projected sea-level rise, flooding, groundwater upwelling and other increasing coastal hazards.

The data on existing and historical conditions would be verified and refined by participatory mapping workshops, interviews with kupuna, cultural practitioners and lifelong residents of each homestead area. Hazard and vulnerability assessments would also be verified by technical experts knowledgeable of Molokai conditions as well as other Molokai large landowners conducting ecosystem restoration and natural resource management activities.

This three-year project has analyzed entire tracts in the ahupua'a of Kalama'ula, Kapa'akea and Kamiloloa-Makakupa'ia, as well as the DHHL Malama Park lands in Kaunakakai, and has conducted extensive beneficiary participation to identify five (5) priority

projects for each ahupua‘a that will stabilize and restore shorelines, mitigate coastal flooding and sedimentation, mitigate upland erosion and emphasize culturally grounded, nature-based solutions. Multiple huaka‘i (site visits) have been conducted with beneficiaries, DHHL staff and consultants in order to validate the data gathered and refine the priority projects to improve implementation.

PLANNING APPROACH

The MCH-CRP seeks to ground the data on existing conditions and projected changes with the deep, long term beneficiary knowledge of place, culture and history, weaving traditional wisdom with modern science to guide how the community continues to thrive over time. The project team took almost a year to collect data, create base maps and build a knowledge base before starting beneficiary outreach. The team also met with a Planning Hui made up of representatives from all three homestead areas to refine the outreach approach.

The MCH-CRP was developed through a beneficiary-driven process guided by a resilience planning framework. The process followed four key steps:

1. Identification of assets — the natural, cultural, social, and infrastructural resources that strengthen the community
2. Identification of hazards — the environmental and climate-related threats facing the homesteads
3. Assessment of vulnerabilities — understanding where people, places, and systems are most at risk
4. Determining risks — prioritizing which issues require the most urgent attention.

BENEFICIARY OUTREACH AND PARTICIPATORY MAPPING

Developing an integrated, culturally grounded model of resilience started with asking beneficiaries for their understanding, definitions and experiences of resilience at the first beneficiary workshop held in May 2024 at Kūlana ‘Ōiwi. See Fig. 3 Workshop #1 Responses, below.

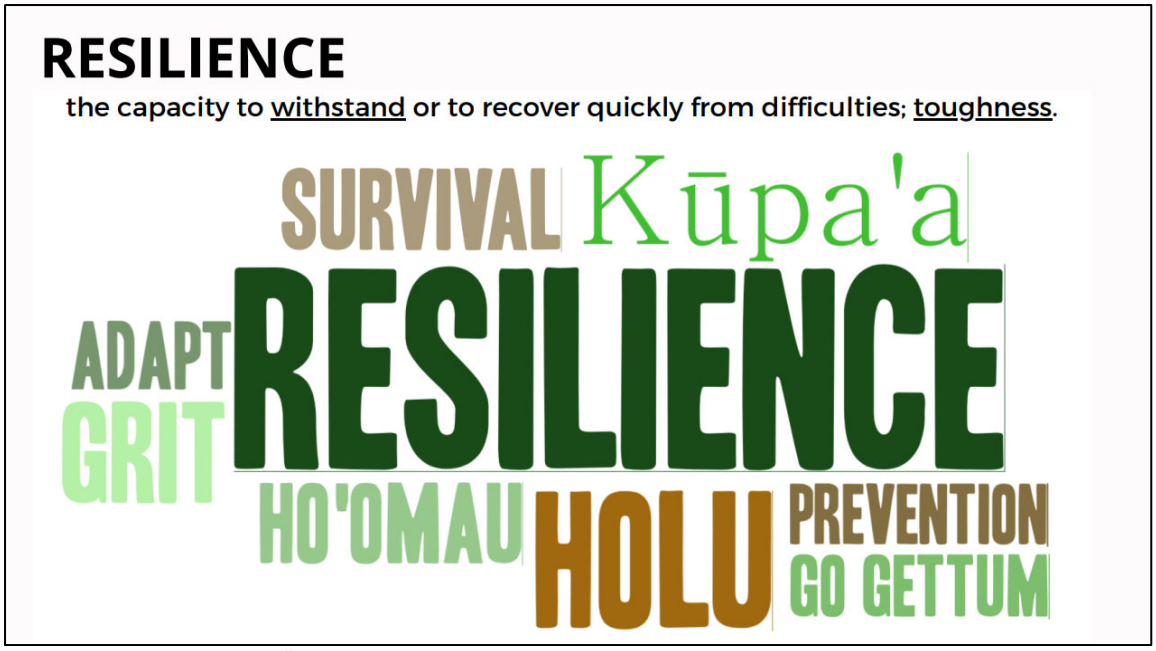


Fig. 3 Workshop #1 Responses

The beneficiary responses to "what does resilience mean to you" reveal a deep sense of strength, adaptability, and perseverance rooted in both Hawaiian values and lived experience.

Holu: *Springy, pliable, resilient, as a mattress; to sway, as palm fronds; to ripple, as waves; to play back and forth; bumpy, as an airplane ride.*

Hoʻomau*: Always, steady, constant, ever, unceasing, permanent, stationary, continual, perpetual; to continue, persevere, preserve, endure, last; preservation, continuation.*

Kūpaʻa*: Steadfast, firm, constant, immovable; loyal, faithful; determined; loyalty, allegiance, firmness.*

These terms and concepts reflect the existing strengths and inherent resilience of Molokai homesteaders. This plan seeks to build on those strengths and find ways to support and empower the homesteaders' efforts to reduce vulnerabilities and increase their existing resilience. Planning Hui meetings and interviews and talk story sessions were then held from April to June of 2024.

Beneficiary Workshop #2 was held at Kūlana ʻŌiwi in June 2024 and was designed to build on the foundation of the first meeting by identifying what is most important to the homestead communities and understanding the specific challenges they face within their ahupuaʻa. Beneficiaries discussed three key themes:

- Pilikia/Hihia (hazards, problems, or risks)
- Manawa (opportunities and possibilities)
- Waiwai (benefits, strengths, and assets)

Through a participatory mapping activity, each group located these elements on maps of their community to visualize where vulnerabilities and opportunities exist. See Fig. 4, Hazard Exposure Base Map, below. Community assets are the valued places, resources, and systems that sustain daily life, identity, and well-being in the homestead communities.

Beneficiaries identified fifteen key assets:

1. Makai Homesteads
2. Mauka Homesteads
3. Kamehameha V / Maunaloa Highway
4. Reef and Marine Life
5. Gulches and Waterways
6. Wetlands
7. Fishponds
8. Beaches
9. Agricultural and Pastoral Land
10. Native Forests
11. Drainage Infrastructure
12. Parks
13. Community Centers
14. Roadways
15. Kapa‘akea Cemetery

Fourteen primary hazards were also identified by beneficiaries:

1. Rising Sea Levels
2. Coastal Erosion and Land Loss
3. Storm Surge, Wave Overtopping, and King Tide Flooding
4. Intense Rainfall Events and Flash Flooding
5. Blocked or Undersized Drainage Infrastructure
6. Sediment Buildup in Streams and Culverts
7. Extended Drought Periods
8. Wildfire Ignition and Spread
9. Overgrazing and Browsing by Invasive Deer
10. Erosion and Sediment Runoff from Mauka Areas
11. Contamination from Cesspools and Stormwater
12. Invasive Mangrove Encroachment
13. High Winds from Tropical Storms or Hurricane
14. Tsunami and Large Swell Events

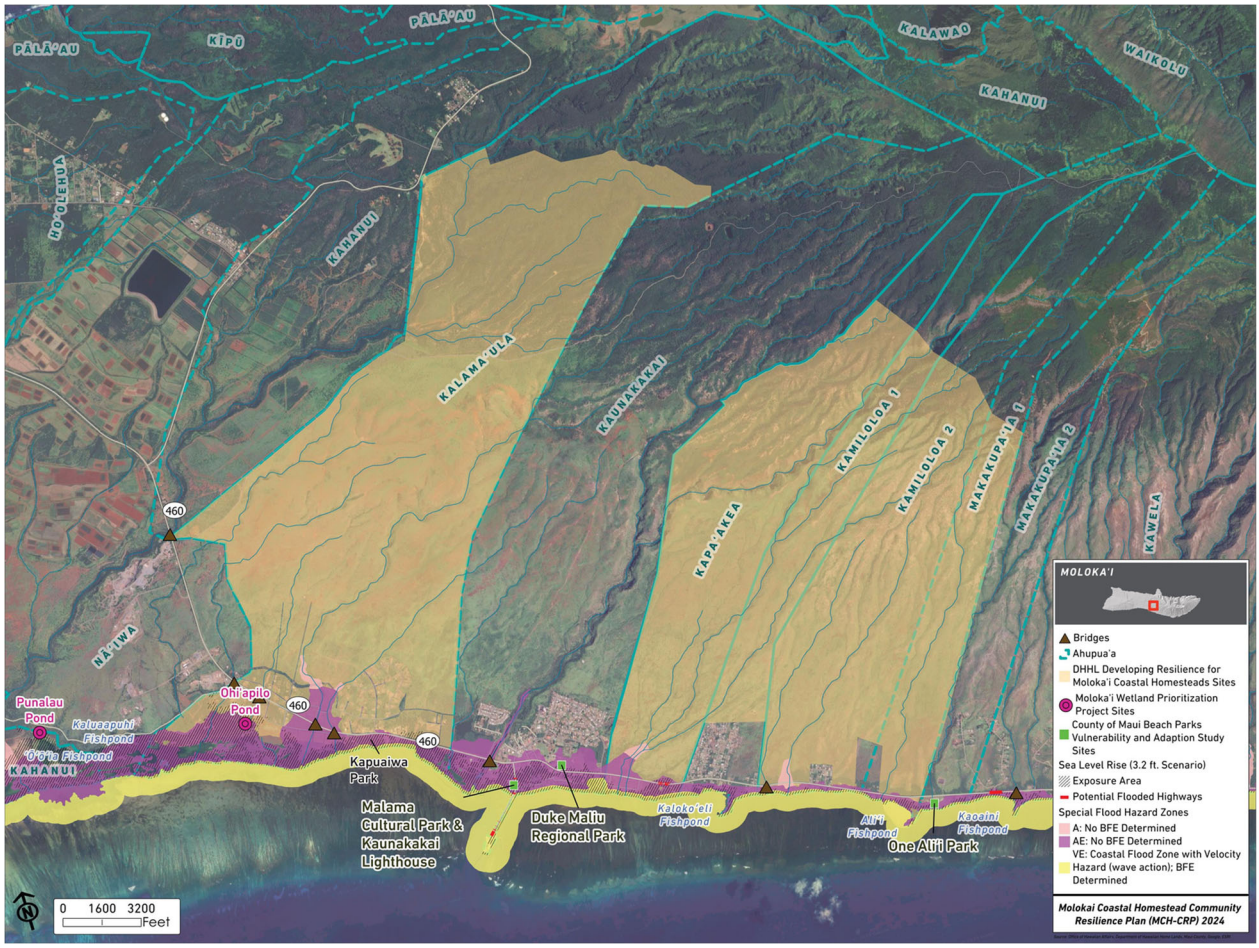


Fig. 4 Hazard Exposure Base Map

Based on the vulnerability assessment, the MCH-CRP identified five key challenges that represent the most significant and overlapping risks for the South Moloka'i homestead communities. In the discussion for each challenge, the plan highlights the hazards facing the homestead communities, the vulnerabilities that increase their exposure, and the resulting risks to people, place, and resources:

1. Sea Level Rise, Coastal Erosion, and Coastal Flooding
2. Heavy Rainfall, Ravine Flooding, and Drainage Overflows
3. Drought, Wildfire, and Mauka Degradation
4. Sedimentation, Pollution, and Marine Ecosystem Decline
5. Severe Storms, Hurricanes, and Tsunami

Beneficiary Workshop #3, held at Kūlana 'Ōiwi in August 2024, focused on developing and refining potential resilience strategies. These discussions also involved Molokai subject matter experts from various state and county agencies and representatives from

organizations such as the Molokai Island Burial Council and the Molokaʻi Homestead Livestock Association. Together, participants ranked and prioritized the most impactful and achievable strategies.

Beneficiary Meeting #4 was broken into two workshops at regular homestead association meetings held in April 2025 to review strategies and early actions, followed by an informational briefing to the Hawaiian Homes Commission at its annual meeting on Molokaʻi.

HUAKAʻI WITH BENEFICIARIES AND OTHER STAKEHOLDERS

Huakaʻi were conducted with interested beneficiaries and other stakeholders and technical experts from September 2024 to February 2025. The purpose of the Huakaʻi was to provide beneficiaries an opportunity to experience these upland areas firsthand, to reconnect with place, and to share stories, memories, and insights that could guide the planning process. The Huakaʻi also served as a working session to brainstorm restoration and management strategies that have helped shape the resilience strategies within the MCH-CRP. See Fig. 5, View of Lānaʻi from mauka lands, below.



Fig. 5 View of Lānaʻi from mauka lands

RESILIENCE GOALS AND STRATEGIES

Through this planning process, beneficiaries identified five primary planning goals to address the risks and vulnerabilities described previously. These five goals are:

1. Improve Emergency Evacuation and Public Safety
2. Mauka Restoration
3. Water Flow Maintenance and Flood Prevention
4. Restoration and Relocation of Residential Hale
5. Makai Restoration

A matrix of resilience strategies, which also identifies responsible entities, timelines, funding possibilities, workforce development opportunities, and preliminary cost estimates, was then developed, and cross-referenced to color-coded maps that identify potential locations for implementation of resilience strategies.

Potential resilience strategies and projects include pre-disaster emergency response and evacuation planning, evacuation routes and sites, fire breaks, a Drainage Master Plan, mauka and makai restoration plans, managing invasive species, and restoration of springs, fishponds and wetlands.

OBSERVATIONS

During the workshops, the beneficiaries raised multiple concerns regarding the need for disaster preparedness, evacuation planning, and flooding and erosion mitigation. They are acutely aware of the vulnerabilities of their communities, particularly in Kapa‘akea, and are concerned that DHHL and the Molokai District Office may not have the resources available to mount adequate responses to acute hazards and disasters such as flooding, which seem to be increasing in severity. There are serious concerns about the stability of the land and safety of the graves where the County’s Kapa’akea Cemetery is located, and the high amounts of soil present in flood waters that deposited a deep layer of mud during multiple flood events over the last several years.

Illegal activities such as dumping and stockpiling up mauka is a big concern, as is failing cesspools that are affected by high tides and elevated groundwater levels, and chronic and episodic shoreline erosion resulting in loss of lot area fronting the ocean. These are legitimate community health and safety concerns that DHHL, possibly in partnership with other state and county emergency management and hazard mitigation agencies, needs to address in the short term with strategic implementing actions.

RELATIONSHIP TO DHHL PLANNING SYSTEM

DHHL General Plan (2022)

As discussed earlier in the submittal, the 2022 DHHL General Plan has multiple goals, policies and metrics throughout the Plan that support the MCH-CRP resilience goals and strategies. A primary vehicle for reevaluating land suitability and developing new and better land use plans, including identifying areas for relocation of homesteaders affected by increasing coastal hazards due to rising sea levels, will be the update of the Molokaʻi Island Plan.

The land suitability phase will identify areas that are subject to current and future hazards and apply appropriate land use designations such as the Special District Coastal Hazard designation. The design phase should also ensure that any uses or development within vulnerable areas are designed to be resilient to anticipated hazards and incorporate mitigation measures to minimize risk to life and property.

DHHL Molokaʻi Island Plan (2005)

The purpose of each DHHL Island Plan is to (1) assign land use designations for land holdings on each island; (2) establish land use goals and objectives of the General Plan, specific to each island; and (3) identify island-wide needs, opportunities, and priorities. At a minimum, an island plan shall do the following:

(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 impacts on department land use and infrastructure.

The DHHL Molokaʻi Island Plan was approved by the HHC in June 2005, under the 2002 General Plan. DHHL lands on Molokaʻi are situated in five major areas: ʻUalapuʻe, Kapaʻakea-Kamiloloa-Makakupaʻia, Kalamaʻula, Kalaupapa-Pālāʻau (Apana 3) and Hoʻolehua-Pālāʻau (Apana 1 & 2). The MCH-CRP only covers the regions of Kapaʻakea-Kamiloloa-Makakupaʻia and Kalamaʻula, as well

as the Malama Park lands in Kaunakakai, which were not yet in the inventory in 2005. See further discussion of the Malama Park Land Use Amendment and Special Area Plan, below.

Molokai Island Plan Update (2026 – 2027)

The DHHL Planning Office has selected a consultant and is negotiating the scope of work to start the Island Plan update process in early 2026. Significant attention will be paid to addressing the policies in the General Plan regarding climate change and sea level rise, hazard mitigation, community resilience and emergency preparedness.

DHHL Moloka'i Regional Plan (2020)

The DHHL Moloka'i Regional Plan was updated in 2019 and approved by the HHC in February 2020. There was limited discussion during the planning process of the need for hazard mitigation, emergency preparedness or evacuation routes and sites. No Priority Projects related to these needs were developed. The subsequent preparation of the South Molokai Shoreline Erosion Management Plan (SM-SEMP) identified risks and vulnerabilities for the coastal homesteads along Molokai's southern shoreline, such as coastal erosion, inundation and flooding from heavy rain events, and motivated PLO to apply for the NFWF NCRF grant to prepare the MCH_CRP in order to include the lands mauka of these coastal homesteads and evaluate resiliency at an ahupua'a scale.

Malama Cultural Park Special Area Plan

In June 2011, the Department of Land and Natural Resources (DLNR) transferred to DHHL four parcels totaling 4.6 acres at Malama Park, near Kaunakakai Wharf. In January 2018, the HHC approved the recommended land use designation of "Special District" for the Malama Park lands. This land use designation requires additional planning prior to issuing dispositions for long term use of the land.

Also prepared by G70, the Malama Cultural Park Special Area Plan was approved by the HHC at its July 2022 meeting. The SAP's Implementation Plan describes beneficiary desires for collaboration with the Molokai community to pursue a Community-Based Stewardship Management Model for the Park. Implementation of the SAP will play a key role in increasing resilience of the DHHL lands within the Kaunakakai ahupua'a. See Fig. 6, Malama Park Management Zones, below.

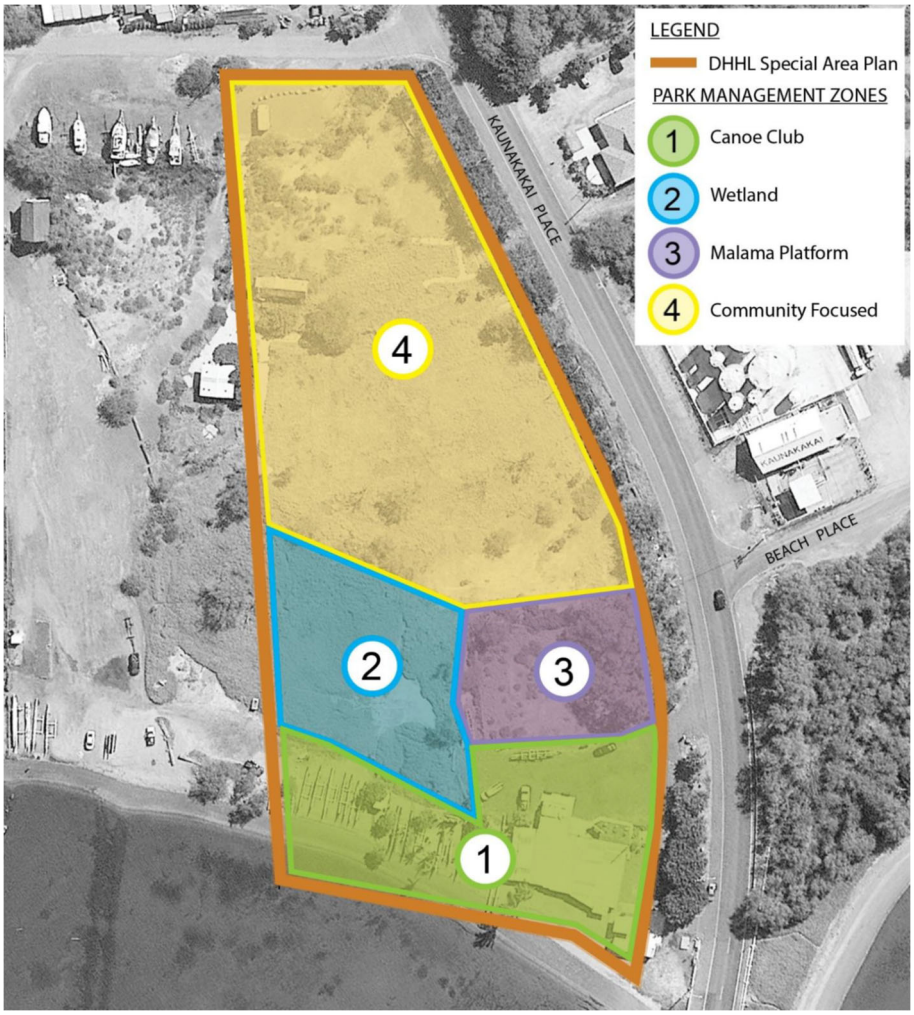


Fig. 6 Malama Park Management Zones

NEXT STEPS & IMPLEMENTATION

For the medium- and long-term, the intention is that having a comprehensive prioritization plan for community resilience will lead to eligibility for additional NFWF NCRF grants and/or grants from other sources, such as the Act 196 "Green Fees," for project site assessments and preliminary design, final design and permitting, and implementation in partnership with beneficiaries, which is DHHL's long-term implementation strategy.

In addition, in 2026 the Planning Office will be starting the planning process for the Moloka'i Island Plan update and the statewide DHHL Disaster & Climate Risk Reduction Plan. Both of these planning processes will incorporate what has been learned through the MCH-CRP process and by building a strong policy foundation and framework based on beneficiary input and participation, will strengthen DHHL's ability to pursue implementation of the resilience strategies in the MCH-CRP.

Next Steps:

- Bring Draft Plan back to beneficiaries for a final workshop and circulate for a 30-day comment period (December/January 2025)
- Request HHC approval of Final Plan (February 2025)
- Identify funding sources and methods for implementation of resilience strategies.

Recommendation

None. For information only.

Moloka‘i Coastal Homesteads Community Resilience Plan

SUMMARY REPORT

ISLAND OF MOLOKA‘I, HAWAI‘I



DEPARTMENT OF HAWAIIAN HOME LANDS

HHC REVIEW DRAFT

PREPARED BY:

G70

111 S. King Street, Suite 170
Honolulu, Hawai‘i 96813

NOVEMBER 2025

ITEM G-2
EXHIBIT A

MOLOKAI COASTAL HOMESTEADS COMMUNITY RESILIENCE PLAN

Island of Molokaʻi, Hawaiʻi

SUMMARY REPORT

DEPARTMENT OF HAWAIIAN HOME LANDS

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SUSTʻĀINABLE MOLOKAI

NOVEMBER 2025

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Executive Summary

The Molokaʻi Coastal Homestead Community Resilience Plan (MCH-CRP) is a community-driven planning effort prepared by the Department of Hawaiian Home Lands (DHHL) in partnership with the beneficiaries of Kalamaʻula, Kapaʻakea, and Kamiloloa One Aliʻi homesteads. Funded through the National Fish and Wildlife Foundation's National Coastal Resilience Fund, this plan represents the first stage (Community Capacity Building and Planning) of a multi-phase process to strengthen the resilience of Molokaʻi's south shore Hawaiian Home Lands communities.

Purpose

The MCH-CRP provides a roadmap for adapting to and preparing for climate change impacts such as sea level rise, flooding, erosion, wildfire, drought, and invasive species. Building upon prior planning efforts and technical studies, the plan integrates both Traditional Ecological Knowledge (TEK) and modern science to identify threats, assess community and natural assets, and develop nature-based solutions that enhance community, cultural, and ecological resilience.

The plan views resilience through a Hawaiian lens, grounded in values of aloha ʻāina (love for the land), mālama ʻāina (care for the land), and self-determination. The planning approach follows the traditional moku and ahupuaʻa system of managing land and sea as one connected whole.

Beneficiary-Driven Process

Guided by DHHL beneficiaries, the MCH-CRP was shaped through workshops, site visits, and interviews that drew upon community knowledge and the lived experience of homesteaders. Kūpuna, lineal descendants, and practitioners shared moʻolelo (stories), historical observations, and cultural practices that informed strategies for future stewardship. Technical experts contributed data and analysis on hazards, drainage, ecosystems, and infrastructure.

Key Findings

The plan identifies numerous interconnected threats to the homestead communities and coastal ecosystems, including:

- Sea level rise and coastal flooding threatening homes, roadways, and fishponds
- Ravine and stormwater flooding from poorly maintained drainage channels
- Wildfire and drought due to invasive grasses and unmanaged mauka lands
- Erosion and sedimentation filling wetlands, springs, and fishponds, degrading reefs
- Invasive species such as deer, kiawe, and mangroves altering native habitats
- Aging infrastructure and limited evacuation access along the single coastal highway

These hazards compromise the health of both people and ecosystems, from mauka forests to nearshore reefs.

Framework for Action

The MCH-CRP establishes five Resilience Goals supported by specific, community-based strategies:

Emergency Evacuation and Public Safety – improve access and coordination for disaster preparedness.

Mauka Restoration – restore upland forests and reduce erosion and wildfire risk.

Waterways and Drainage – maintain and restore natural drainageways, ravines, and wetlands.

Residential Hale Retrofits and Relocation – strengthen or relocate homes vulnerable to flooding and coastal hazards.

Makai Restoration – restore fishponds, wetlands, and coastal ecosystems to support fisheries, cultural practices, and natural buffers.

Each goal includes nature-based solutions that provide dual benefits of protecting communities while restoring ecosystems vital to fish and wildlife.

A Path Forward

Completion of the MCH-CRP positions DHHL and the homestead communities to pursue future NFWF and other community resilience related funding for design, permitting, and implementation. The plan sets the foundation for continued collaboration, workforce development, and education that empowers beneficiaries to lead the stewardship of their lands.

Through this plan, DHHL and its beneficiaries reaffirm Moloka‘i’s legacy as a rich, thriving, and abundant land where community resilience and cultural sovereignty are strengthened for generations to come.

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Chapter 1: Introduction

Background

Rooted in extensive multigenerational history, intertwining both native Hawaiian makai fishing and mauka ranching lifestyles, the homestead communities of Kalamaʻula, Kapaʻakea, Kamiloloa One Aliʻi (Kamiloloa) make up the DHHL lands on the south shore of Molokaʻi (*Figure 1-2*). For generations, native Hawaiians in these communities have shared a symbiotic relationship with both the land and ocean, using them as food and medicinal resources while also practicing responsible stewardship to preserve their natural functions over the long term.. This reciprocal relationship allowed for the residents of south Molokaʻi to fuel and drive a strong, stable, and long-lasting population.

The south shore of Molokaʻi remains a uniquely rural and culturally intact place, characterized by its fringing reef (the longest continuous reef in the United States), rich marine life, sandy beaches, wetlands, ancient loko iʻa (fishponds), native forests, and homestead communities nestled between the mauka hillsides and the ocean plain (*Figure 1-1*). Churches, gathering halls, and parks serve as anchors of community life, while the rolling mauka lands used for ranching now face challenges of erosion, wildfire, and invasive species. The strength of these communities lies in their connection to place and in the persistence of a lifestyle grounded in aloha ʻāina. Yet these low-lying lands with limited evacuation routes and aging infrastructure make the homesteads particularly vulnerable to natural and climate-related hazards.



Figure 1-2 **Aerial Image of South Molokaʻi**

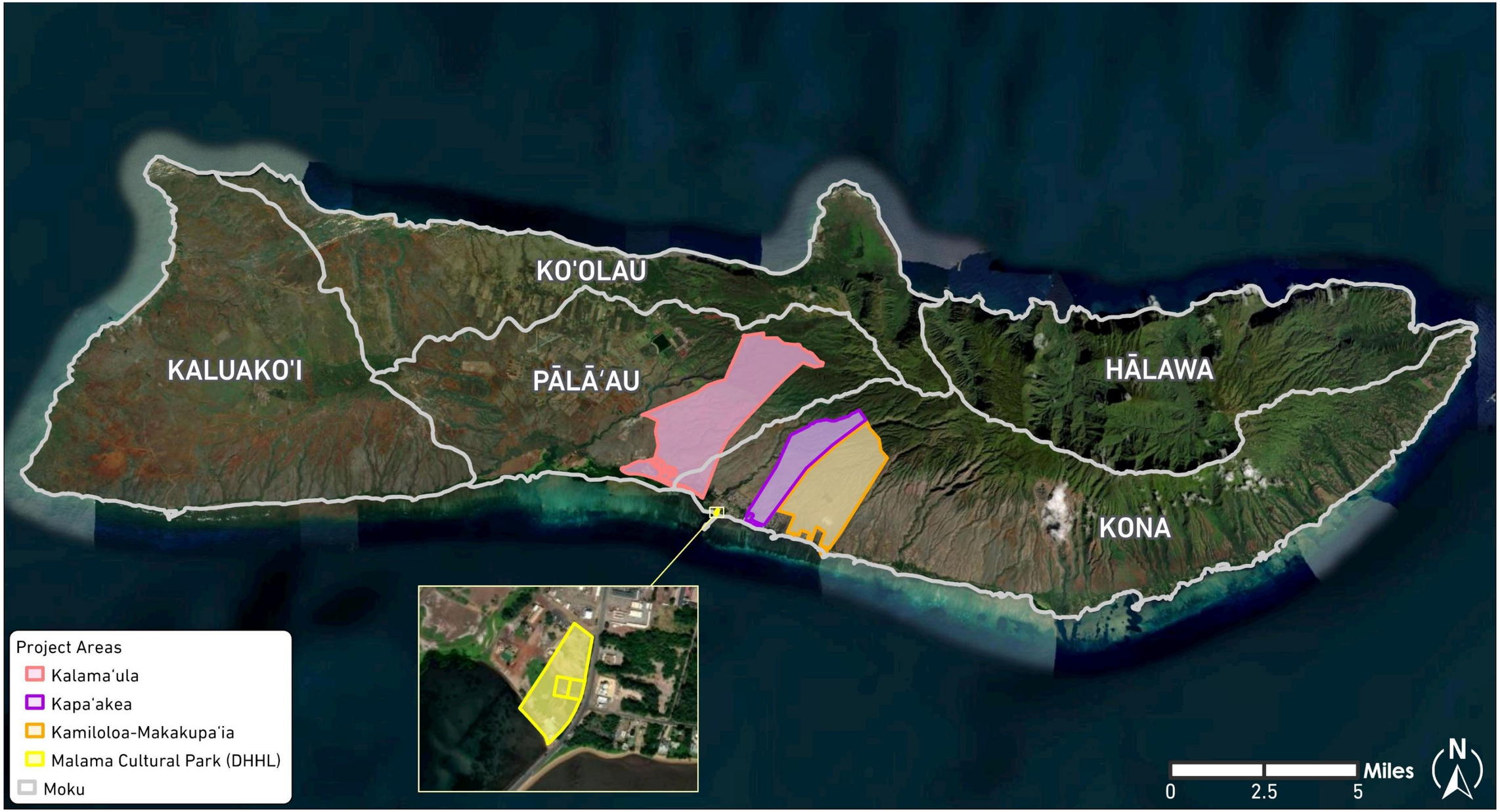


Figure 1-1 **Planning Areas**

In recent years, the south shore of Molokaʻi has experienced more frequent and intense natural events including flooding, erosion, and high surf. Hurricanes and heavy rain have damaged roads, filled drainage ditches, and flooded homes. When Kamehameha V Highway is blocked or eroded, it cuts off access to schools, medical care, and essential services. These events show how deeply connected every part of the island is. When one system fails, many parts of the community are affected.

In response to these growing coastal challenges, DHHL prepared the South Molokaʻi Shoreline Erosion Management Plan (SM-SEMP) in 2022. The plan was developed by Planning Consultants Hawaiʻi, LLC, and Coastal Planners, LLC. The SM-SEMP built upon years of community concerns about shoreline loss and coastal flooding affecting the Molokai south shore homestead communities. Beneficiary input was gathered through meetings, interviews, and workshops with homesteaders, lineal descendants, and local experts. Their knowledge and experiences helped identify erosion hotspots, flood-prone areas, and culturally significant shoreline resources. Technical studies of shoreline change, wave energy, and sea level rise were also completed to guide strategies that balance traditional ecological knowledge with modern science.

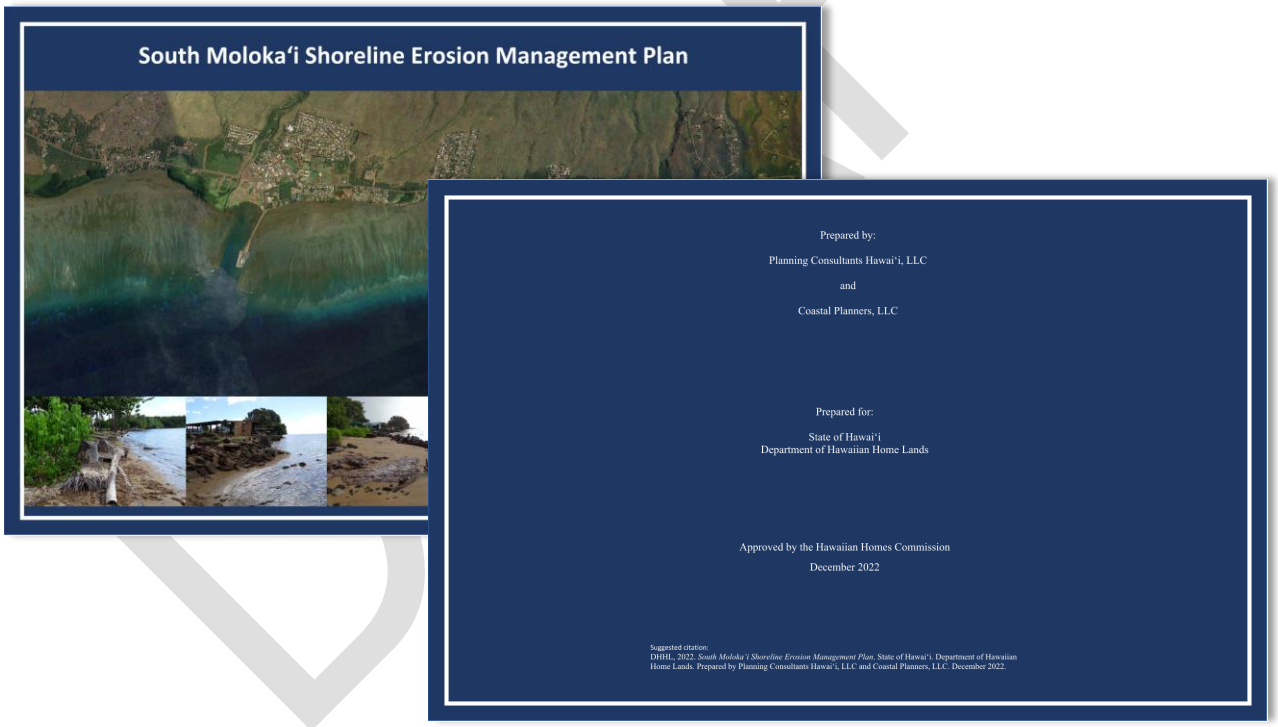


Figure 1-3 **South Molokaʻi Shore Erosion Management Plan (2022)**

Traditional Ecological Knowledge (TEK)
is the deep understanding of the environment passed down through generations of Indigenous peoples through observation, experience, and practice. It reflects how communities live with and care for the land, water, and resources in ways that maintain balance and cultural connection.

Several beneficiaries who participated in the SM-SEMP process emphasized that shoreline management alone would not be enough to address the broader impacts of climate change affecting their communities. They called for a comprehensive and coordinated effort to strengthen resilience from mauka to makai. In response, DHHL partnered with beneficiaries to develop resilience strategies that apply nature-based solutions to reduce risk, restore ecosystems, and protect community assets. This effort led to the creation of the Moloka‘i Coastal Homestead Community Resilience Plan (MCH-CRP), which expands on the SM-SEMP by addressing multiple climate-related hazards through an integrated, beneficiary-driven, and culturally grounded approach.

Nature-Based Solutions
are actions that use natural processes and ecosystems to address environmental and community challenges.

Planning Approach

The MCH-CRP is the first plan of its kind for the DHHL homesteads on Moloka‘i and represents a bold step toward an integrated, culturally grounded model of resilience. Building on the foundation laid by the SM-SEMP, the MCH-CRP expands the focus beyond the shoreline to address a full range of stressors through nature-based and community-led solutions. The plan also responds to chronic, interconnected challenges such as housing, food security, and economic opportunity, acknowledging that true resilience requires both ecological and social stability.

Rooted in the community’s deep knowledge of place, the plan honors the enduring relationship between people and ‘āina shaped through generations of lived experience. It recognizes that resilience is not new to these homesteads but a continuation of adapting to changing conditions while applying ancestral knowledge to meet today’s challenges. This plan weaves traditional wisdom with modern science to guide how the community continues to thrive over time.

The planning process followed the framework of the U.S. Climate Resilience Toolkit (2023), integrating local knowledge, Traditional Ecological Knowledge (TEK), anecdotal evidence, and scientific analysis. From the start, this plan was guided by beneficiaries through workshops, huaka‘i (site visits), and small group meetings. Participants shared mo‘olelo to identify climate threats and community assets. Through collaborative discussions, they helped assess vulnerabilities, explore possible solutions, and

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prioritize resilience actions. Beneficiary guidance informed each step of the planning process, from defining issues to developing strategies and identifying near term actions for implementation. Collaboration and partnerships were emphasized throughout the planning process.

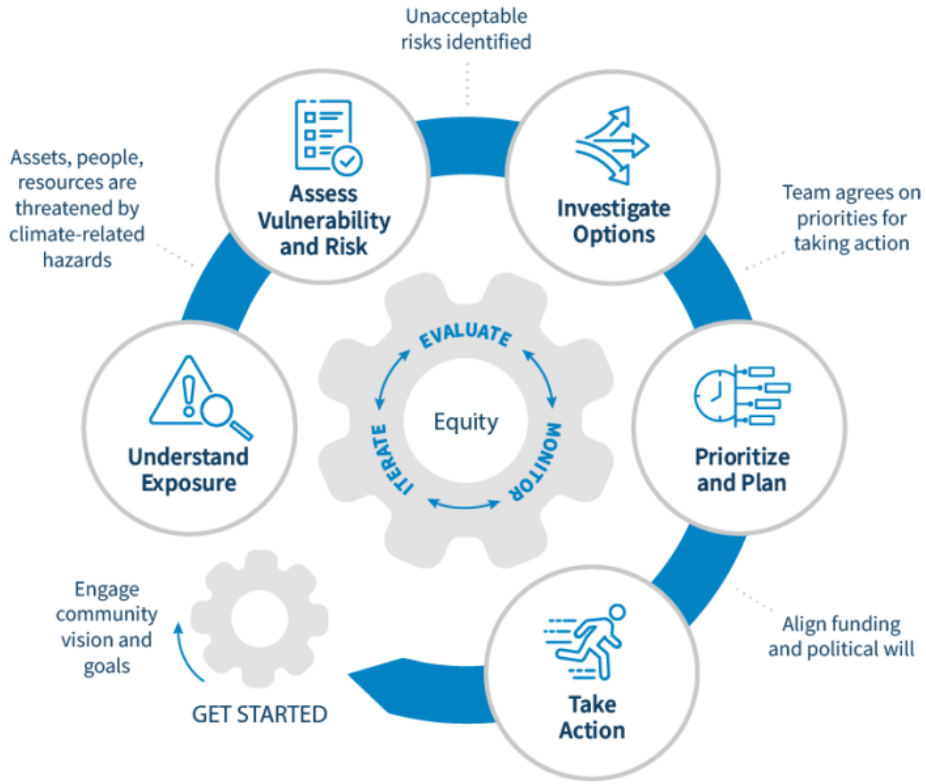


Figure 1-4 Steps for Developing a Climate Resilience Plan (*U.S. Climate Resilience Toolkit, NOAA*)

Project Funding

The MCH-CRP is funded through the National Fish and Wildlife Foundation (NFWF) National Coastal Resilience Fund (NCRF). The NCRF has multiple stages of funding. DHHL is currently in the first stage, which is focused on Community Capacity Building & Planning.

Funding in this stage was granted for DHHL to develop a resilience plan with nature-based solutions that provide both a community resilience benefit and a fish and wildlife benefit. Upon completion of this stage with the adoption of this MCH-CRP by the Hawaiian Homes Commission, additional funding opportunities can be accessed to implement the solutions. Future funding stages include Site Assessment & Preliminary Design, Final Design & Permitting, and Implementation. To progress the project forward to these stages, it is anticipated that grant applications will be submitted to NFWF through the NCRF as well as by accessing other state and federal funding mechanisms.

Planning Process

Planning for the MCH-CRP began in June 2023 when DHHL contracted with G70 to lead the process, with Sustʻāinable Molokaʻi supporting community engagement and Planning

Consultants Hawaiʻi providing technical analysis. Background studies and hazard assessments were conducted in late 2023 to document existing conditions, community assets, and vulnerabilities. A series of meetings, huakaʻi, interviews, and workshops were held with homestead beneficiaries and technical experts to identify issues, explore resilience strategies, and prioritize nature-based solutions. Beneficiary guidance has been central at every stage, shaping the plan's goals, strategies, and early actions toward a more resilient future for the south shore homestead communities.

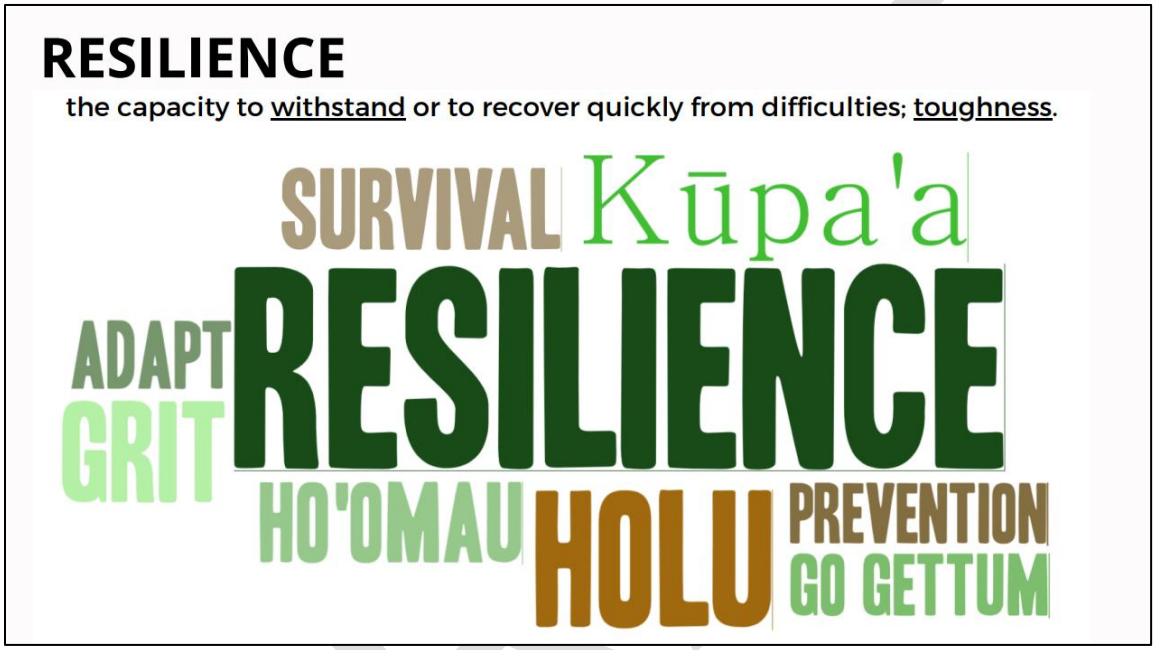
MCH-CRP Planning Timeline

Date	Event / Milestone
2018–2022	DHHL completes the SM-SEMP
June 2023	DHHL initiates MCH-CRP planning process
June 2023 – March 2024	Background research, geospatial analysis, and technical analysis of community assets, hazards, and vulnerabilities
March 2024	Initial meeting with Kalamaʻula, Kapaʻakea, and Kamiloloa One Aliʻi Association leaders
May 2024	Beneficiary Meeting #1 to introduce MCH-CRP
April–June 2024	Series of Planning Hui meetings, beneficiary meetings, and talk story sessions to identify problems and opportunities
June 2024	Beneficiary Meeting #2 to identify Issues and Opportunities
August 2024	Beneficiary Meeting #3 to explore resilience strategies; Huakaʻi with beneficiaries to observe mauka conditions;
September–December 2024	Technical expert consultations; ʻOhiʻapilo Wetland huakaʻi with beneficiaries
January–February 2025	Continued coordination with homestead associations and mauka to makai huakaʻi
April 2025	Beneficiary Meeting #4 to review strategies and early actions; Informational briefing to the Hawaiian Homes Commission on Molokaʻi
May – November 2025	Develop Draft MCH-CRP

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Summary of Beneficiary Workshops and Huaka‘i

A total of four beneficiary workshops have been conducted to date. The first Workshop was held at Kūlana ‘Ōiwi in May 2024. The workshop served as an introduction to the MCH-CRP and the planning process. Its purpose was to bring beneficiaries together to learn about the intent of the plan, the stages of work, and how their knowledge and guidance would shape the outcomes.



Workshop #1: Beneficiaries were asked “what does resilience mean to you”

Holu: *Springy, pliable, resilient, as a mattress; to sway, as palm fronds; to ripple, as waves; to play back and forth; bumpy, as an airplane ride.*

Ho‘omau*: Always, steady, constant, ever, unceasing, permanent, stationary, continual, perpetual; to continue, persevere, preserve, endure, last; preservation, continuation.*

Kūpa‘a*: Steadfast, firm, constant, immovable; loyal, faithful; determined; loyalty, allegiance, firmness.*

The beneficiary responses to “what does resilience mean to you” reveal a deep sense of strength, adaptability, and perseverance rooted in both Hawaiian values and lived experience.

Words like Kūpa‘a and Ho‘omau reflect a collective understanding that resilience means standing firm through adversity and being unwavering in commitment to ‘āina, culture, and one another. These words express that resilience is not just about surviving challenges but doing so with purpose and loyalty to community and place. Holu brings in the idea that strength also comes from flexibility, and the ability to bend, move, and adapt without breaking. Combined with words like Adapt, Grit, and Go gettum, it shows that beneficiaries see resilience as both mental toughness and the ability to evolve in response to change. Survival and Prevention highlight a pragmatic awareness of the risks faced by their communities and a desire to act proactively to protect lives, homes, and resources.

The second beneficiary workshop was held at Kulana ‘Ōiwi in June 2024. The purpose was to build on the foundation of the first meeting by identifying what is most important to the homestead communities and understanding the specific challenges they face within their ahupua‘a. Beneficiaries worked in small groups to discuss three key themes—Pilikia/Hihia (hazards, problems, or risks), Manawa (opportunities and possibilities), and Waiwai (benefits, strengths, and assets). Through a participatory mapping activity, each group located these elements on maps of their community to visualize where vulnerabilities and opportunities exist. This process encouraged open discussion, sharing of lived experiences, and collective problem solving. Each group selected a representative to present their findings on behalf of the group. The workshop helped to establish a clear picture of the communities’ assets and challenges, forming the foundation for developing resilience strategies. Key assets and hazards identified during this meeting are discussed in Chapter 4.



Ahupua‘a Ha‘awina

In your Ahupua‘a groups:

Write down your thoughts & draw/mark on your Ahupua‘a maps with the stickers provided & large sheets:
Assign 1-2 people to write.

1. **Pilikia**/Hihia/Hazard/Problem/Danger/Risk/Threat/Issue
2. **Manawa**/Opportunities/Possibilities
3. **Waiwai**/Benefits/Strengths/Value/Advantage/Assets

Present= (45mins total) 15 mins each ‘ahupua‘a (Pilikia, Manawa, Waiwai). **Choose** (1-2) reps to present on behalf of your Ahupua‘a



Workshop #2: Beneficiaries worked in groups to identify Pilikia (Challenges) and Manawa (Opportunities)



Workshop #2: Beneficiaries engaged in an interactive mapping activity

Workshop 3, held at Kūlana ʻŌiwi in August 2024, focused on developing and refining potential resilience strategies. Building on the priorities identified in earlier workshops, beneficiaries worked together to explore practical projects and actions that address community vulnerabilities and strengthen resilience. Subject matter experts from the State Department of Transportation (DOT), State Department of Land and Natural Resources (DLNR) Division of Aquatic Resources (DAR), County of Maui Emergency Operations Center, Maui Department of Water Supply, Maui Police Department, UH Sea Grant, Ka Honua Momona, Molokaʻi Island Burial Council, and Molokaʻi Homestead Livestock Association joined the discussion to share technical insight, answer questions, and support the community in shaping informed strategies. Beneficiaries identified key projects, the resources needed for implementation, and the partnerships essential to success. Together, participants ranked and prioritized the most impactful and achievable strategies, which are further discussed in Chapter 5 of this plan.



Workshop #3: Beneficiaries met with subject matter experts and prioritized resilience strategies



Workshop #3: Beneficiaries ranked potential resilience strategies

Workshop 4, held in April 2024, consisted of two separate meetings where the project team joined the regularly scheduled homestead association meetings in Kalamaʻula and Kapaʻakea. The purpose of these meetings was to review and refine the preliminary draft of the Resilience Strategy Matrix, which summarized proposed projects, potential partners, project details, and preliminary cost estimates. Beneficiaries provided thoughtful feedback on each strategy, offering local insight on priorities, feasibility, and community needs. The outcome of this review, the Draft Resilience Strategy Matrix, is presented in Chapter 5 of this plan.

In addition to the beneficiary consultation workshops, beneficiaries were invited to participate in a Huakaʻi, a site visit to DHHL lands in the mauka regions of the ahupuaʻa. The purpose of the Huakaʻi was to provide beneficiaries an opportunity to experience these upland areas firsthand, to reconnect with place, and to share stories, memories, and insights that could guide the planning process. Participants observed the current conditions of the mauka lands, discussed historical and cultural connections, and reflected on how the health of these areas affects the homestead communities below. The Huakaʻi also served as a working session to brainstorm restoration and management strategies for inclusion in the plan. Through this collective experience, beneficiaries contributed valuable traditional knowledge and practical ideas that helped shape the resilience strategies within the MCH-CRP.










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Chapter 2: Foundations of Resilience

Community Resilience

Resilience is the ability of a community to adapt, recover, and grow stronger when faced with challenges. For the homestead communities of Kalamaʻula, Kapaʻakea, and Kamiloloa One Aliʻi, resilience is not a new concept. It has been practiced for generations through self-reliance, cooperation, and the stewardship of ʻāina. In the context of this plan, community resilience refers to the collective capacity of people, place, and culture to anticipate, absorb, and recover from disruptions such as flooding, erosion, drought, wildfire, and other climate-related hazards while maintaining the well-being and identity of the community. A list of key terminology used throughout this plan is provided in Table 2-1 below.

Resilience is more than a response to emergencies. It is an ongoing process that strengthens social connections, supports cultural practices, and promotes sustainable management of land and water. For homesteaders, resilience reflects the Hawaiian value of kuleana, a shared responsibility to care for one another and for the ʻāina that sustains life.

Key Terminology	
Term	**Definition**
Hihia	Entangled, interwoven, involved, perplexed, hampered, rank, snarled, obscure and difficult to understand (Kep. 167); snarl, entanglement, kink, thicket, difficulty, problem, trouble.
Pilikia	Trouble of any kind, great or small; problem, nuisance, bother, distress, adversity, affliction, accident, difficulty, inconvenience, perturbation, tragedy, lack; in trouble, troubled, bothered, cramped, crowded
Waiwai	Goods, property, assets, valuables, value, worth, wealth, importance, benefit, estate, use; useful, valuable, rich, costly, financial.
Impact	Adverse consequences caused by a hazard or threat
Risk	Likelihood of a hazard or threat occurring and the magnitude of the impact
Vulnerability	Degree of susceptibility to adverse effects of hazards and threats
Adaptation	Actions taken to adjust to conditions so that risk to assets is reduced
Mitigation	Actions taken to prevent or reduce the likelihood or magnitude of a hazard and consequently, the risk associated with a hazard

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“Stick together and try to agree to the best of your ability to meet the most important problem: the rehabilitation of our race.”

- Prince Jonah Kūhiō Kalaniana‘ole (1922)

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Community resilience relies on the interconnection of four main systems: social, cultural, ecological, and economic.

- Social resilience grows from strong relationships and collective action. Families, neighbors, and community organizations form networks of support that are essential before, during, and after a disaster.
- Cultural resilience comes from maintaining Native Hawaiian identity, values, and traditional knowledge. Cultural practices such as caring for fishponds, gathering limu, or planting kalo strengthen both community pride and the health of the land and sea.
- Ecological resilience depends on restoring and protecting natural systems that buffer against hazards. Healthy mauka forests absorb rainfall and reduce flooding. Wetlands filter runoff. Coral reefs and sand dunes protect shorelines from storm surge and erosion.
- Economic resilience is built by supporting local livelihoods, small businesses, and food security that can withstand disruptions in supply chains. Economic diversity and local production create stability during emergencies.

When these systems work together, the community becomes more adaptable and self-reliant, able to recover faster and more sustainably after a disturbance.

Disaster Cycle

The disaster cycle is a continuous process that illustrates how communities prepare for, respond to, and recover from hazardous events. The cycle is made up of four connected phases: mitigation, preparedness, response, and recovery. Mitigation includes the actions taken before a disaster to lessen its impacts. Preparedness focuses on building the knowledge, skills, and systems needed to respond quickly and effectively. The response phase begins when a hazard strikes and the community must act to protect life, property, and essential services. It depends on coordination, clear communication, and the ability to adapt under pressure. Recovery follows, as the community repairs damage, restores services, and begins to rebuild. It is both a physical and social process that provides an opportunity to reflect, improve, and strengthen what was damaged or lost.

Resilience planning requires the consideration of the entire disaster cycle, not just reacting after an event occurs. Each phase is connected, and decisions made before a disaster directly affect how well a community can respond and recover. By integrating resilience into every stage of the cycle, homestead communities can adapt to changing conditions while protecting their people, lands, and way of life for future generations.

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Figure 2-1 The Disaster Cycle

Hawaiian Models of Resource Management and Resilience

For native Hawaiians, resilience has always been rooted in the relationship between kānaka (people) and ‘āina. Long before the concept of resilience was used in planning or science, Hawaiian land and resource management systems were designed to sustain abundance, balance, and community wellbeing. These systems recognized that the health of people and the health of the environment are one and the same.

Figure 2-2 envisions a homestead community committed to the implementation of the United Nations (UN) Sustainable Development Goals, a set of 17 global goals it adopted in 2015 to improve health and education while also tackling climate change. In this figure, ola (individual well-being) and kaiāulu (community-level well-being) are seen as embedded parts of the ‘āina, or biosphere. This model moves away from the western sectorial approach to planning, where social, economic, and ecological development are seen as separate parts (adapted from the *Anahola: Innovation-oriented, Ag-centric, Sustainable Community Development* by Sustain Hawai‘i, 2019). The focus is shifting from the environment as externality, to a Hawaiian perspective where the ‘āina is a precondition and foundation for ola, kaiāulu, and sustainability.

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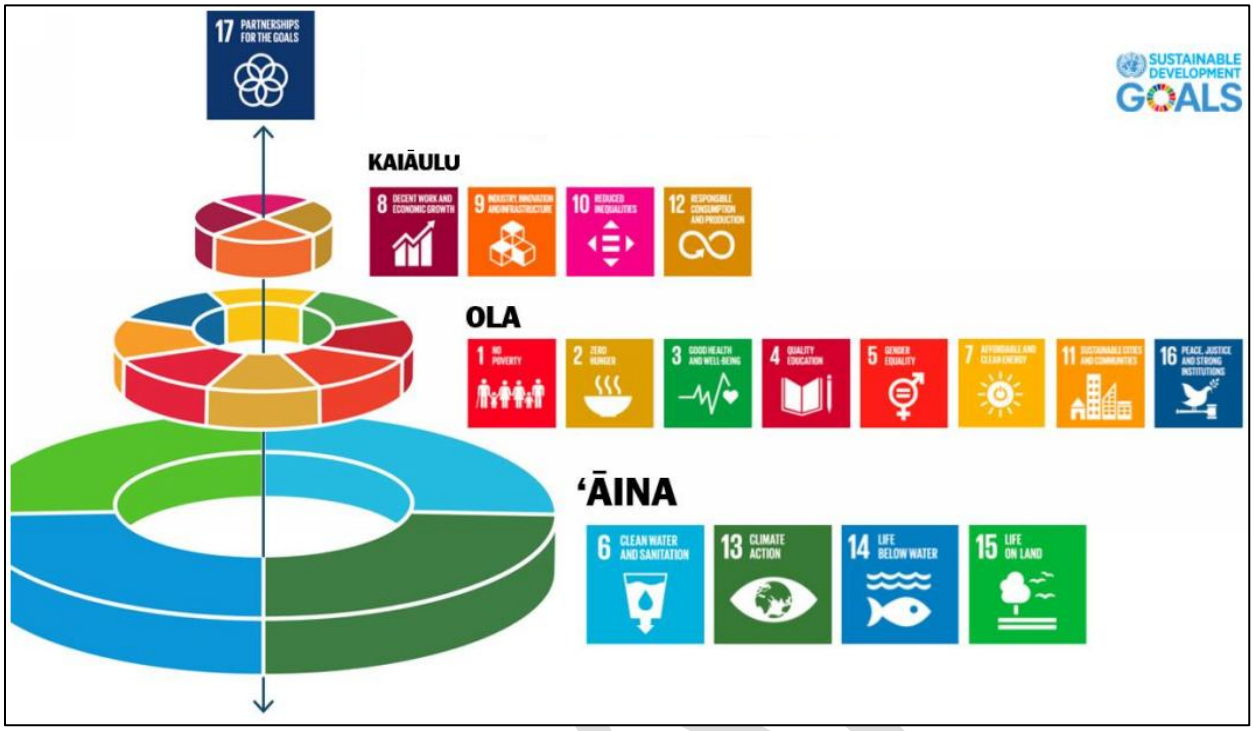


Figure 2-2 **Community-Scale Adaptation of UN Sustainable Development Goals**

Traditional Hawaiian land management divided each island into large regions called moku, which were then subdivided into smaller community-based land sections known as ahupua‘a. Each ahupua‘a typically extended from the mauka to makai, providing access to a full range of resources needed for food, water, and shelter (*Minerbi, 1999*). This structure reflected a deep understanding of how ecosystems function as connected systems rather than separate parts.

Management within each ahupua‘a was guided by the principle of kuleana (responsibility, ancestral obligation, jurisdiction, or authority). Everyone had a role in caring for the land, water, and ocean. Resource use was regulated through seasonal kapu, which allowed time for natural systems to replenish. This balanced approach maintained productivity while preventing depletion. The ahupua‘a system provided coordination across communities, recognizing that natural processes like water flow, fish migration, and forest growth cross human boundaries.

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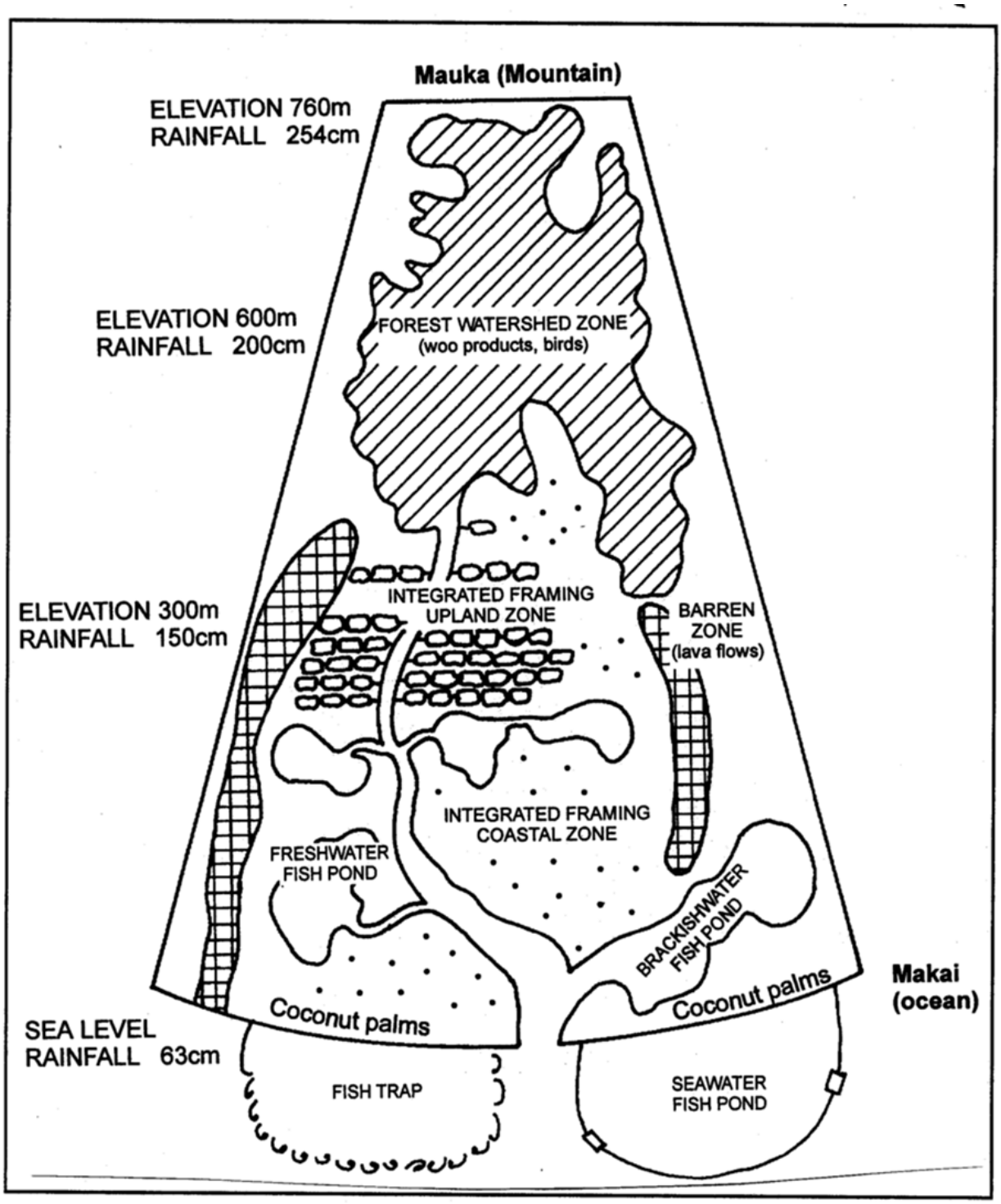


Figure 2-3 **Illustration of Ahupua‘a (Minerbi, 1999)**

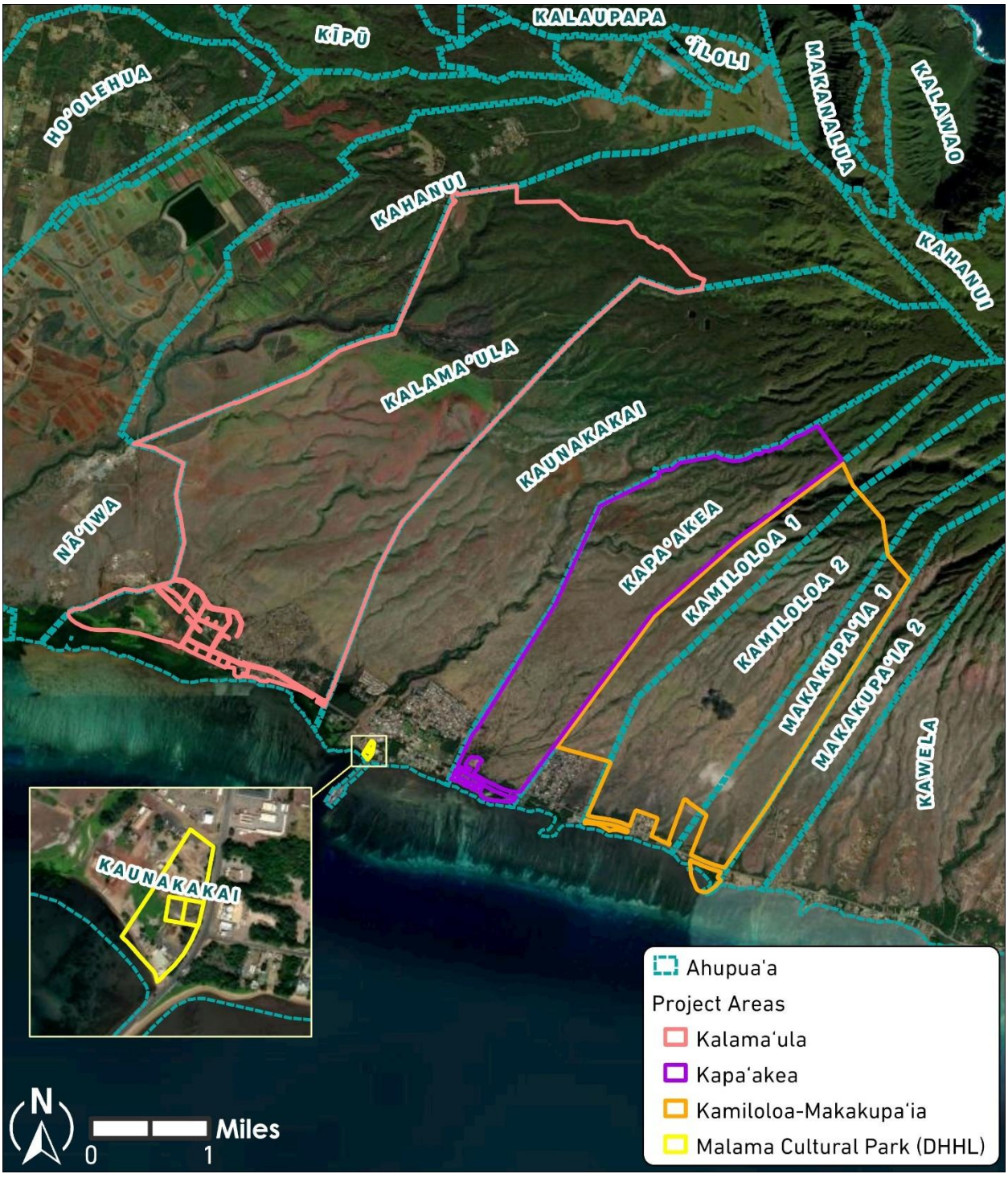


Figure 2-4 **Ahupua‘a Map**

Within the ahupua‘a are stratifications of elevation, called wao (realms). Wao are regions of elevation, similar vegetation, biodiversity levels, and growth patterns that exist in Hawai‘i’s natural environment. Wao are not uniform across islands, rather, they vary depending on the environment, vegetative density, and resource management practices on each island. Wao typically contain their own microclimates, have their own physical characteristics, and contain prominent plant and animal species. Each wao also provides resources for humans, each with specific functions and cultural protocols (*Figure 2-5*). When managed collectively, they supported clean water, fertile soil, and thriving marine life.

Generally, these regions are as follows: wao akua (a distant mountain region with a sacred forest, believed inhabited only by spirits (akua)), wao kele (rain belt, upland forest), wao nāhele (inland remote forest region, jungle), wao lā‘au (agro-forest), wao kānaka (an inland region where people may live or occasionally frequent), Ka Po‘ina Nalu (inner reefs), and kai koholā (outer reef frequented by humpback whales) (Winter et. al., 2018).

The lands above the wao kānaka (wao akua, wao kele, wao nāhele, and wao lā‘au) would have been held in common for use by the residents of the ahupua‘a, given their role in generating and maintaining cultural, biological, and spiritual balance. Wao kānaka lands in the interior were areas for cultivation, habitation, or direct management of natural resources.

Figures 2-6 and 2-7 provide an illustrative representation of the Socio-Ecological Zones of the MCH-CRP subject ahupua‘a.

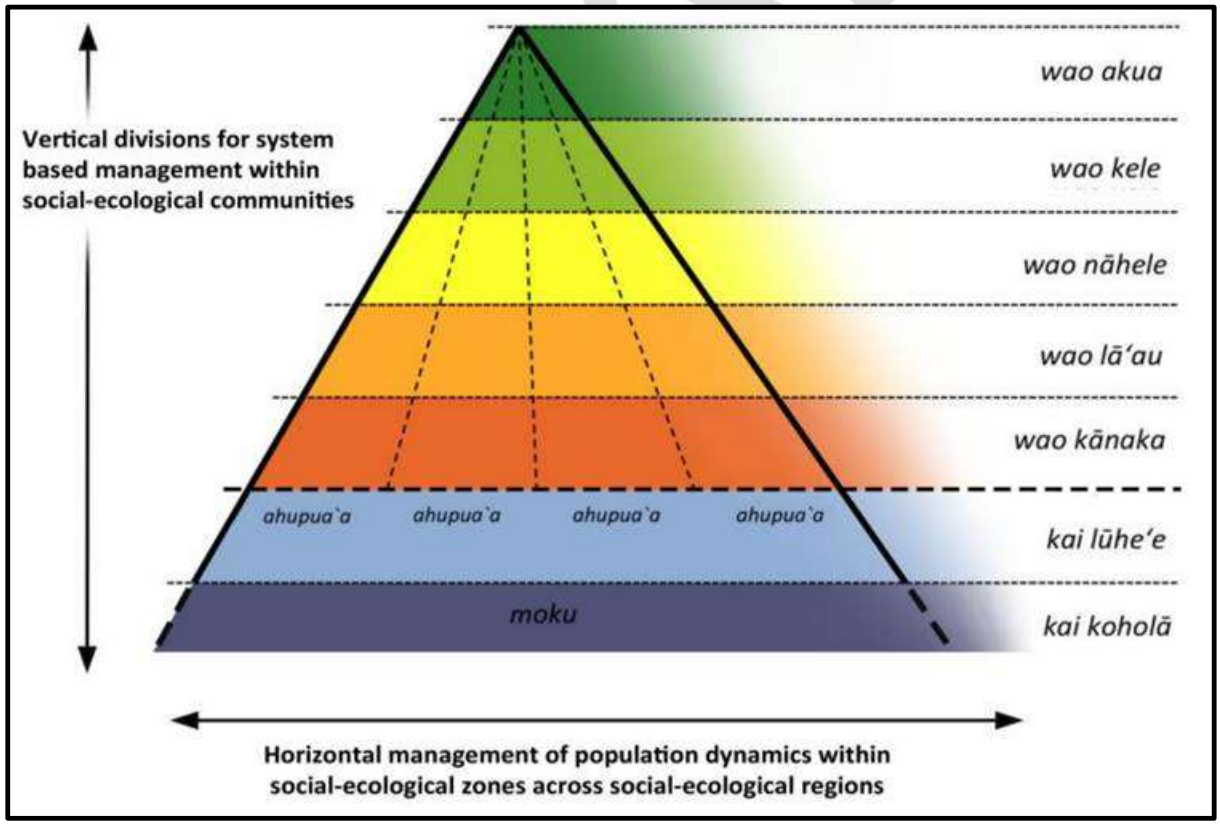


Figure 2-5 **Model of Single Social-Ecological Region**

Socio-Ecological Zone	Translation	Management Implications
Wao Akua	Sacred Forest	Primary function: Perpetual source population for endemic biodiversity. Designated as “sacred forest”, making it a restricted forest zone for a native-only plant community, accessed only under strict protocols. Associated with montane cloud forest, elfin forest.
Wao Kele	Wet Forest	Primary function: Maximize aquifer recharge. An untended forest zone associated with core watershed areas (remote upland, wet forest below the clouds) which was left as a native-dominant plant community. Impractical for access except for transit through via trails.
Wao Nāhele	Remote Forest	Primary function: Maximize habitat for native birds. A forest zone that was minimally-tended (generally remote upland, mesic forest) and left as a native-dominant plant community. Impractical for access except by bird catchers and feather gatherers.
Wao Lā‘au	Agro-Forest	Primary function: Maximize the availability of timber and non-timber forest products. A zone allowing for the management of a highly-tended forest via an integrated agroforestry (native and introduced plants) regime: • Native and introduced hardwood timber • Introduced food trees • Native and introduced biofuel sources • Maximization of native biodiversity for non-timber forest products • Cordage and weaving material Medicine and dyes • Ceremonial and adornment plants

Socio-Ecological Zone	Translation	Management Implications
Wao Kānaka	Habitation Zone	Primary function: landscape-scale augmentation to maximize the availability of food, medicine, and housing. A zone allowing for (but not mandating) the conversion of forest to field agriculture, aquaculture, habitation, recreation, and/or temple worship. Native and introduced trees tended, individually or in groves, for regular and specific cultural services.
Ka Poʻina Nalu	Inner Reef	Fringing reef with breaking waves (representing the seaward boundary of ahupuaʻa)
Kai Koholā	Outer Reef	Sea frequented by humpback whales (Megaptera novaeangliae) (submerged volcanic shelves)

Resilience from a native Hawaiian perspective is rooted in relationships. When people care for the land and the land cares for them, the foundation for social, cultural, ecological, and economic wellbeing is strengthened.

Effective watershed management brings these relationships together in practice. The mauka forests capture rainfall, filter water, and reduce flooding during heavy rains. Healthy gulches and wetlands slow and absorb runoff, protecting coastal homes and fishponds from sediment and pollution. When the forest, streams, wetlands, and reefs are managed as one connected system, they provide both ecological protection and community safety. This is where the moku and ahupuaʻa systems remain powerful today. They organize land and water stewardship in a way that naturally builds resilience across every phase of the disaster cycle.

During the mitigation and preparedness phases, caring for watersheds and restoring natural systems reduce the risks of flooding, erosion, and drought. In times of response, strong community networks built through stewardship help neighbors mobilize quickly and care for one another. In recovery, cultural and ecological restoration bring healing to both people and place. Through this Indigenous model, resilience is not limited to reacting to disasters. It is a living process that connects environmental health with social strength and cultural continuity. By restoring and managing Moloka‘i’s watersheds using traditional knowledge and modern science, the homestead communities are continuing the legacy of resilient people caring for resilient lands and seas.

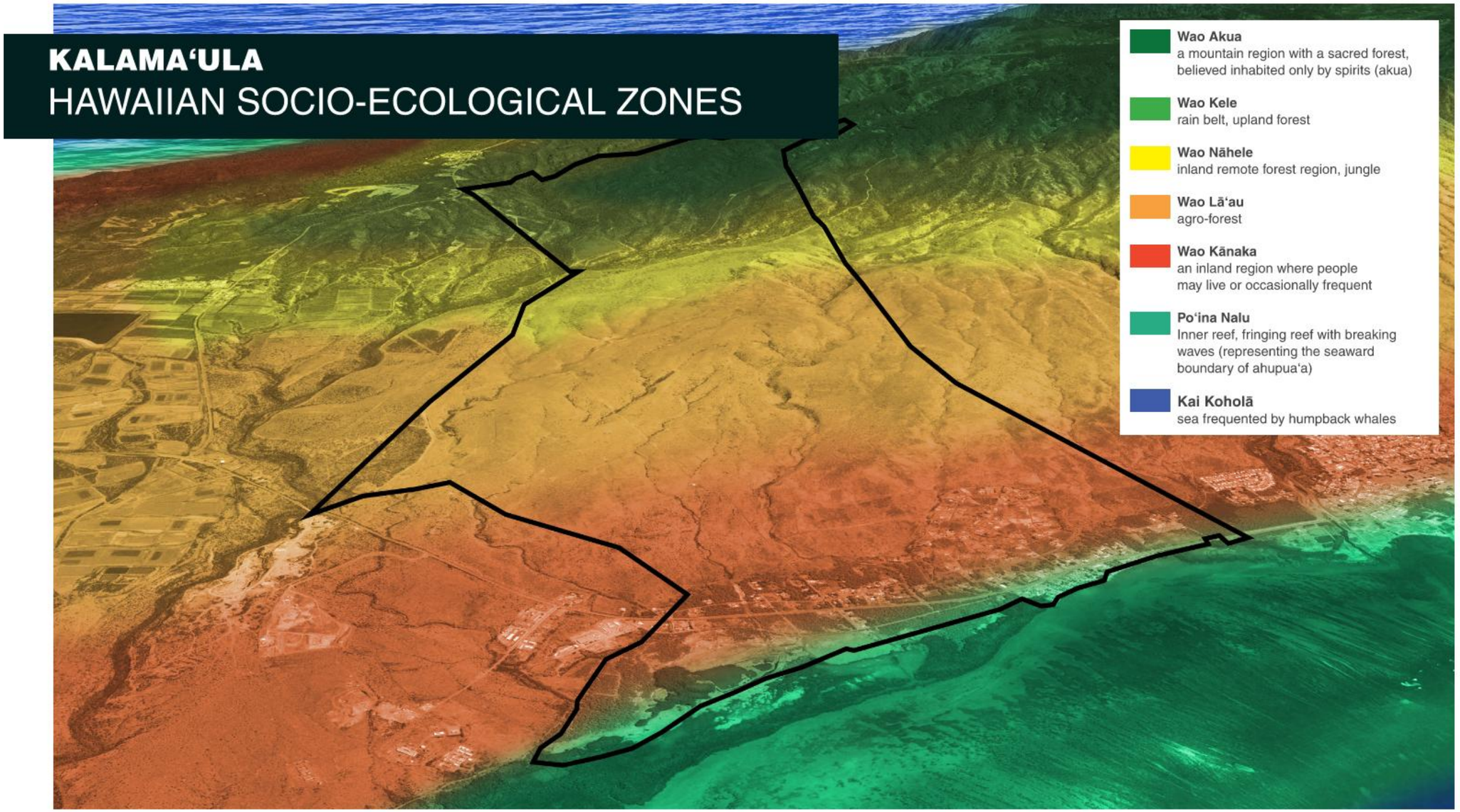


Figure 2-6 **Illustration of Socio-Ecological Zones of Kalama’ula Ahupua‘a**

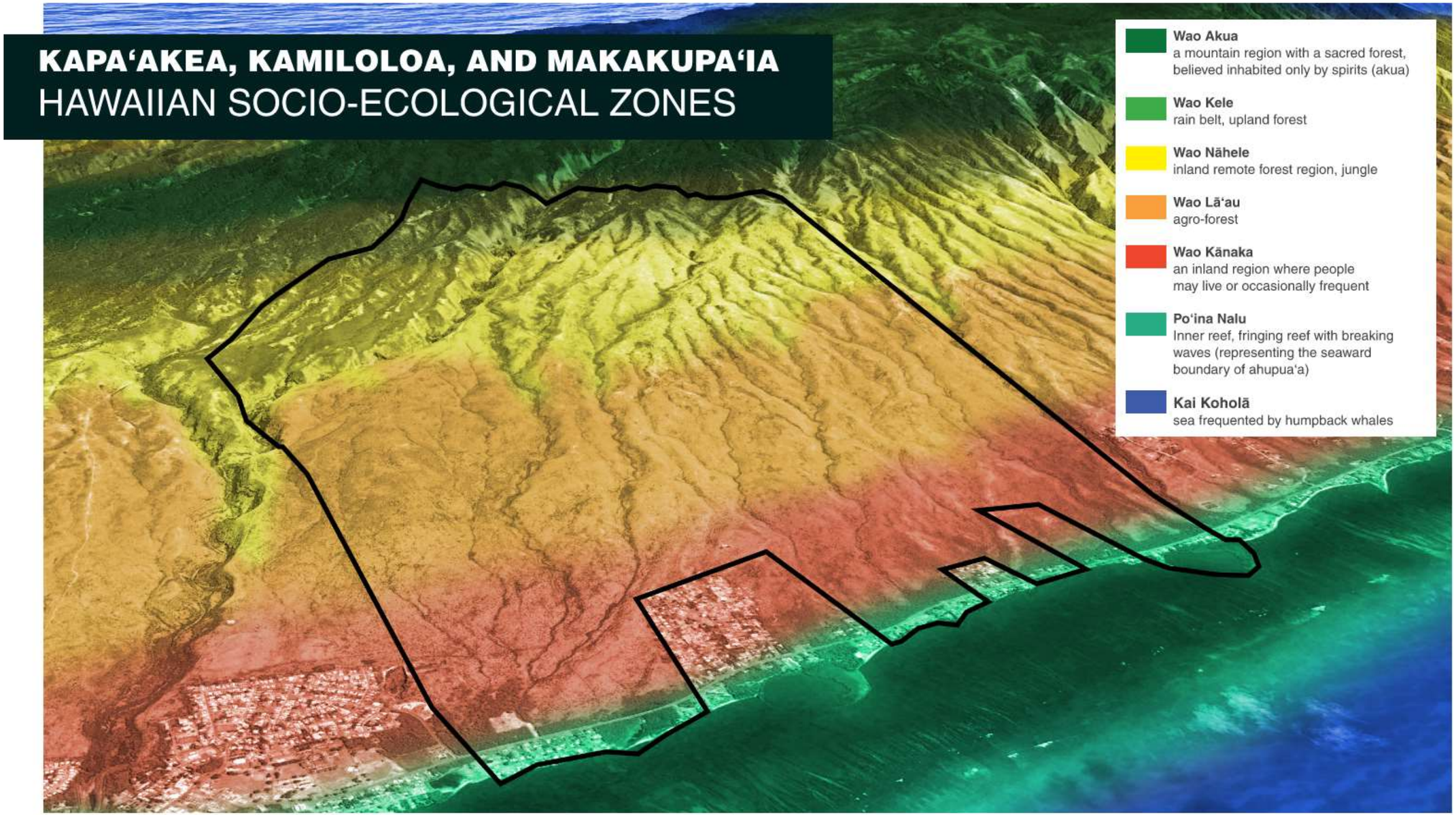


Figure 2-7 **Illustration of Socio-Ecological Zones of Kapa’akea and Kamiloloa Ahupua‘a**

Chapter 3: South Shore Community Profiles

Regional Setting and Land Use History

Molokaʻi is the fifth largest of the six developed islands in the southern Hawaiian chain, measuring about ten miles wide and thirty-eight miles long. The island has roughly eighty-eight miles of shoreline surrounding its 260 square miles of land. These shorelines are dynamic and can shift quickly in response to natural forces such as storms, strong winds, and large surf events.

Molokaʻi's south shore is protected by the islands of Lānaʻi and Kahoʻolawe from waves, storms, and swells and is not exposed to the prevailing northwest ocean swells and storms like the northern cliffs (*Figure 3-1*). These conditions led to the formation of a coastal plain, and the longest continuous fringing reef in the United States with some of best coral coverage sites in the developed Hawaiian Islands. However, both manmade and climate driven shoreline processes and sea level rise have led to erosion and sedimentation challenges in southern Molokaʻi.

The construction of fishponds along Molokaʻi's southern coast by early Hawaiian settlers, around 1,000 A.D., originally led to the altering and disruption of the natural flow of southern Molokaʻi's ocean waves and currents. The terrestrial environment also saw significant change as settlers constructed extensive ʻauwai (irrigation ditches), taro loʻi (ponded terraces) and habitat sites to sustain the growing population. These human interventions began to alter the natural flow of stream water from the mauka reaches to the shoreline and marine environment. However, this system not only helped feed people but supported a wide array of wildlife as well. Both the loʻi and fishponds offered prime habitat for native waterbirds, freshwater fish and invertebrates. The water would drain back into the stream from the loʻi and continue to the sea, delivering nutrients to the estuaries and fishponds, where juvenile marine species flourished.

Besides providing the nutrient-rich staples of the Hawaiian diet, taro loʻi and fishponds also functioned as filtration systems, absorbing floodwater during storms and mitigating the impact of runoff into the ocean. Although the ahupuaʻa system sustained the Hawaiian people for generations, foreign colonization in the 1800s and the imposition of private land ownership systems drove Hawaiians out of their ancestral spaces. Many of these loʻi and fishponds were abandoned and either filled or now include mangroves and sediment.

Before the introduction of ranching and invasive ungulate populations, the Kalamaʻula, Kapaʻakea, Kamiloloa areas were dominated by native dryland forests, woodlands, and shrublands, which played a crucial role in stabilizing the soil and supporting the island's watershed. The region was covered with native species such as lama *(Diospyros sandwicensis)*, ʻiliahi *(Santalum spp.)*, naio *(Myoporum sandwicense)*, ʻaʻaliʻi *(Dodonaea viscosa)*, and milo *(Thespesia populnea)*, along with ground-covering species like ʻuhaloa *(Waltheria indica)* and pua kala *(Argemone glauca)*. These plants were deeply adapted to Molokaʻi's dry, leeward environment, helping to retain soil moisture, prevent erosion, and sustain biodiversity.

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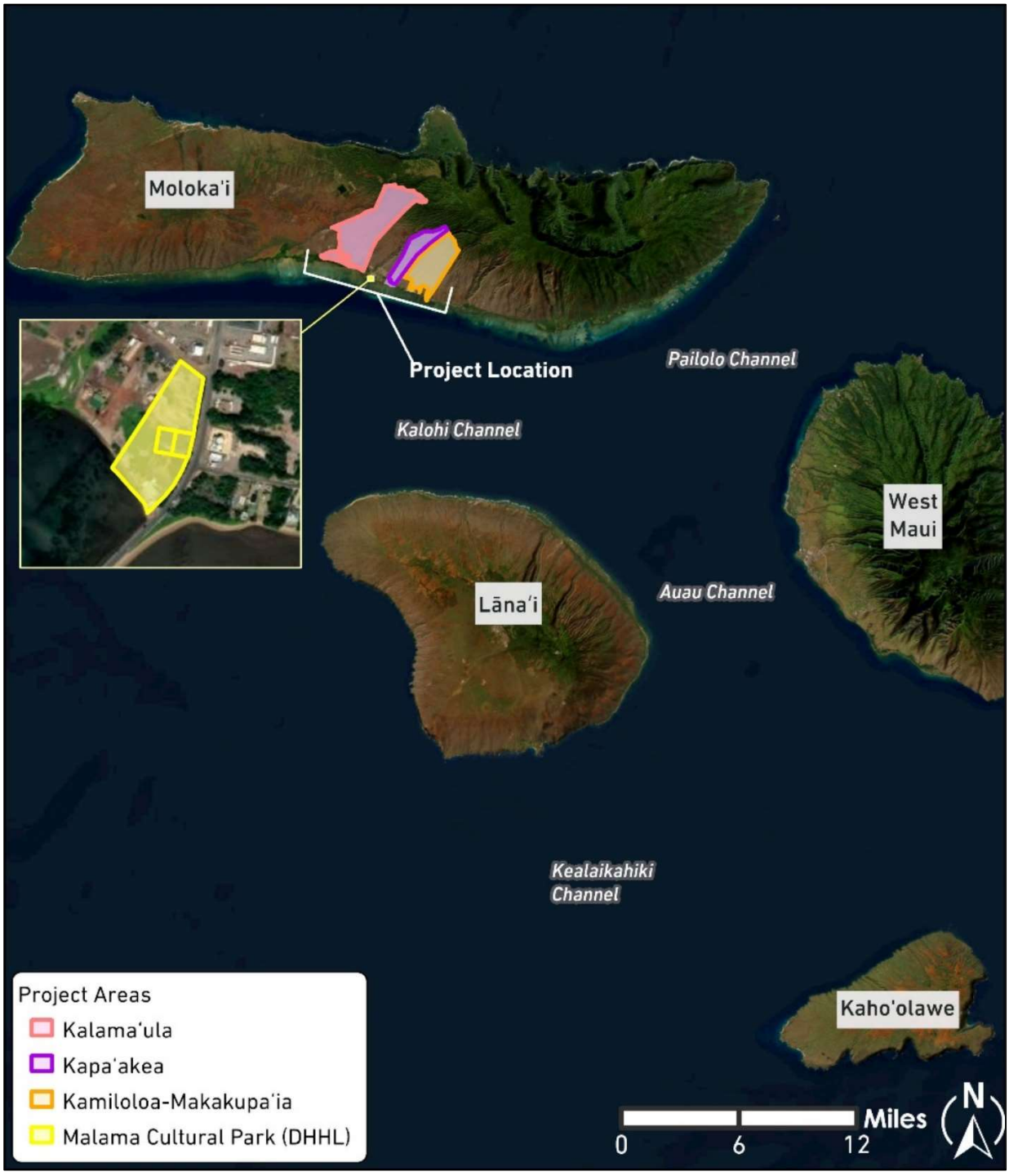


Figure 3-1 **Regional Setting**

In the early 19th century, Molokaʻi's native ʻiliahi became central to the burgeoning sandalwood trade between Hawaiʻi and China. The Chinese highly prized sandalwood for its aromatic qualities, using it in incense, medicine, and fine woodworking. Hawaiian chiefs, recognizing its value, directed commoners to harvest vast quantities of ʻiliahi, often at the expense of tending to their own crops. This intensive exploitation led to the rapid depletion of sandalwood forests across the Hawaiian Islands, including Molokaʻi, resulting in significant ecological and economic impacts.

In 1859, Kamehameha IV (Alexander Liholiho) established a sheep ranch on the west end of Molokaʻi at Kaluakoʻi. His brother Kamehameha V (Lot Kapuāiwa) expanded the ranch by acquiring additional lands, and augmented them with other types of livestock, including cattle and sheep. This was the founding of Molokaʻi Ranch, later purchased in 1897 by the American Sugar Company. The sugar enterprise did not last long as their wells, with the sustained pumping required, produced saline water, which soon killed the cane in the fields. The ranch again reverted to a livestock venture.

Foot trails in Molokaʻi transporting goods and people, windward to kona, were gradually turned to horse paths, then later widened to accommodate animal-drawn wagons or buggies. Eventually when the automobile was introduced to Molokaʻi, the trails became western-style roads. This new mode of transportation required not only better roads, but supplies of oil and gasoline for fuel, which were transported by ship. The harbors on Molokaʻi were shallow and vulnerable to shifts in the gusty winds. As larger ships with deep drafts came to the islands, they required wider openings in the reefs and deeper, well-protected waters for anchorage. Several wharves were constructed during the 1880s at Kaunakakai, Pukoʻo, Kamaloʻo, Kalaupapa and Pelekunu. Of the five original wharves, only Kaunakakai remains, having been rebuilt several times as a pier.

The construction of Kaunakakai wharf in 1889 and its several extensions and improvements over the years disrupted along-shore currents, waves and sediment transport. Sand and mud tends to build up in the harbor, resulting in high spots. Shallow areas are a safety concern for vessels. The increased build-up of sand and mud is also kicked up and carried to the surrounding marine ecosystems, such as the coral reef. Maintenance dredging by the U.S. Army Corps of Engineers was completed in 1973 and 2024.

The American Sugar company introduced red mangroves (*Rhizophora mangle*) in 1902, to stabilize the coastal mudflats of Pālāʻau in south central Molokaʻi from eroding. Mangroves have since become an invasive problem, spreading eastward and taking over much of the coastline. The invasive nature of the mangroves reduces the wetland habitat important for endemic water birds, and encroach onto reef flats, coastal beaches, and fishponds, disrupting traditional fisheries and reducing biodiversity. However, mangroves have also reduced the amount of sediment transport from the watershed to coastal waters and the reef, and reduced the erosion caused by coastal wind and wave energy.

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Figure 3-2 **Photo of Kaunakakai Wharf (1949)**

Non-native limu (algae) species, such as *Gracilaria salicornia* (gorilla ogo) and *Acanthophora spicifera*, have proliferated in Moloka‘i’s coastal waters. *Acanthophora spicifera* was unintentionally introduced to Hawai‘i in 1950, likely through hull fouling on a barge arriving in Pearl Harbor. From there, it spread rapidly across the main Hawaiian Islands, including Moloka‘i. *Gracilaria salicornia* was intentionally introduced to Hawai‘i in the 1970s for experimental aquaculture aimed at agar production. Initial plantings occurred on O‘ahu, and the species was later translocated to Moloka‘i’s Puko‘o Fishpond in the 1980s. These aquaculture projects were eventually abandoned, but the algae had already established themselves in the local marine environments. The ability of both species to reproduce vegetatively through fragmentation, and the absence of natural herbivores that specifically target these non-native algae, allowed them to grow unchecked in their new environments. These invasive limu species outcompete native limu and corals, leading to declines in reef health and associated marine life.

Although land management and the control of grazing animal populations have been in effect since the late 1800's, overgrazing by feral animals and cattle still causes much of the present soil erosion problems on Molokaʻi. Extended periods of drought and recurring wildfires have also contributed to the loss of native ecosystems and further accelerated erosion. The widespread loss of vegetation has altered the island's rainfall patterns, leading to reduced precipitation and the conversion of many perennial streams into intermittent flows.

The combination of overgrazing and low annual rainfall limits the ability of grazed lands to recover naturally. Open and disturbed areas are often invaded by non-native plants that create dense fuel loads, increasing the frequency and severity of wildfires. After fire, the absence of vegetation leaves the ground exposed, reducing soil formation and water retention across the watershed. When short and intense rain events occur, flash flooding can rapidly erode these bare slopes, carrying sediment downslope, clogging streams and drainageways, and causing flooding in the coastal communities below.



Figure 3-3 **Fire prone grasses burning in a 2020 fire near Kaunakakai (Photo Credit: Hawaii News Now)**

Fire prone grasses such as these burning in a fire near Kaunakakai in 2020, are both a cause and a result of wildfires on Molokaʻi. They desiccate easily, spread fire rapidly, and regenerate quickly after wildfire. This leads to what is known as the grass-fire cycle.

These ahupuaʻa are now facing additional threats from the increasing frequency and intensity of climate-driven natural hazards. More powerful storms are producing severe and dangerous floods, placing greater stress on mauka watersheds and increasing the amount of sediment that flows into coastal waters. The continuing changes in climate patterns and hazardous events pose a serious threat not only to the lives and homes of multigenerational families, but also to private property, businesses, critical infrastructure, cultural sites and practices, and essential ecosystem resources and services.

Homestead Profiles

The following pages provide an overview of the homestead communities that are the focus of this plan: Kalama‘ula, Kapa‘akea, Kamiloloa, and Malama Cultural Park. The boundaries of each homestead community, the total land area, and their relationship to surrounding features such as Kamehameha V Highway, the shoreline, and DHHL’s Mālama Cultural Park is illustrated.

Information is also presented on the DHHL property designations and homestead land use patterns within these communities. Tables and maps summarize the existing uses of DHHL lands including residential, agricultural, community, and conservation areas. The data reflect conditions as of 2024 and include the number of active leases, total population, and the overall makeup of homestead lands.

Climate and Hydrology

The south shore of Moloka‘i has a warm and dry climate with limited rainfall and steady trade winds throughout most of the year. The figures that follow illustrate how rainfall and watershed processes shape the landscape of southern Moloka‘i. Rain falls most heavily in the mauka forest reserve, where it collects before flowing downslope through a network of gulches in intermittent streams. These streams carry freshwater and sediment toward the wetlands and low-lying areas along the coast, eventually reaching the nearshore ocean. The figures illustrate drainage channels and rainfall gradients, highlighting how the health of the mauka areas directly affects the coastal environment and the homestead communities below.

Average rainfall near the shoreline is about one to two inches per month, increasing to nine to ten inches in the mauka forest reserve. These sharp rainfall differences create strong contrasts across the landscape, with dry grasslands and shrublands along the coast and wetter forested areas upland.

Although the region often experiences drought, intense short-term rain events can cause flooding in the gulches and low-lying coastal areas. This combination of dry conditions, periodic heavy rains, and steady winds contributes to wildfire risk, erosion, and challenges for water supply and land management. Understanding these patterns is essential to addressing both drought and flooding concerns in the homestead communities.

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Kalama’ula

Moku: Pālā‘au & Kona

Ahupua‘a: Kalama‘ula

Area: 5,042 Acres



Kapa’akea

Moku: Kona

Ahupua‘a: Kapa’akea

Area: 1,942 Acres



Kamiloloa

Moku: Kona

Ahupua‘a: Kamiloloa & Makakupa‘ia

Area: 3,249 Acres

Malama Cultural Park

Moku: Kona

Ahupua‘a: Kaunakakai

Area: 4.58 Acres



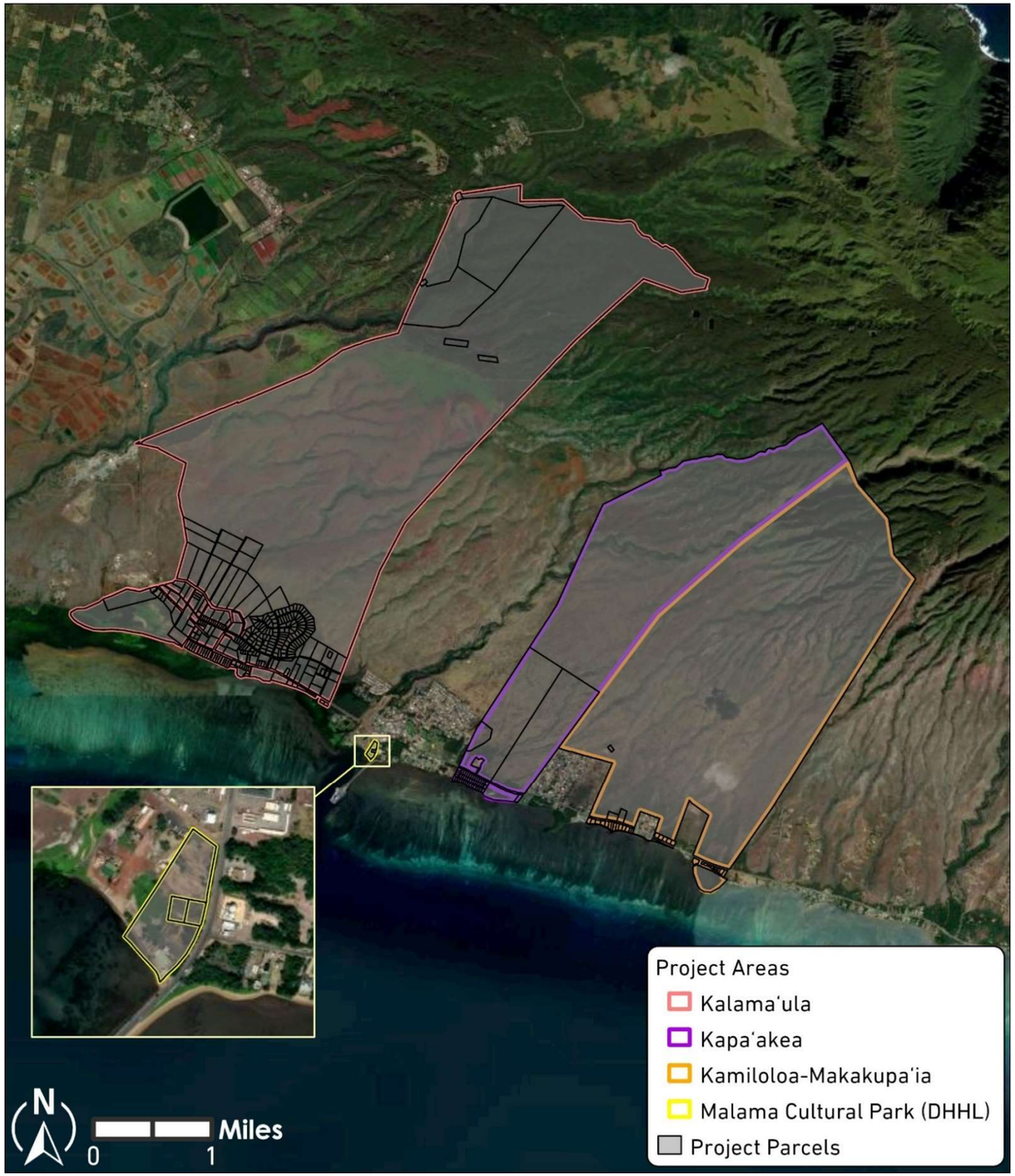


Figure 3-4 **Homestead TMK Map**

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Kalama’ula

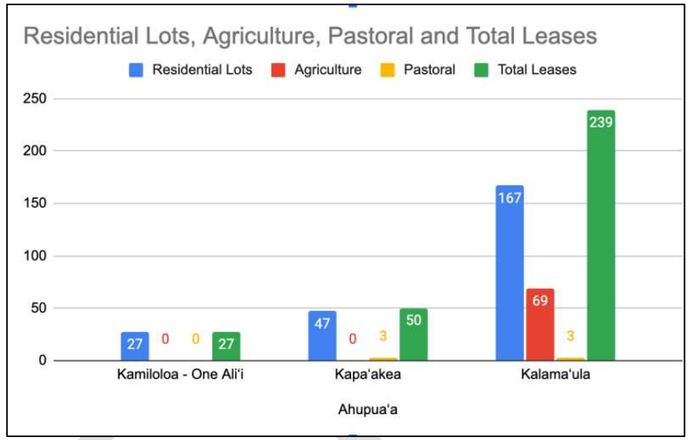
160 Residential Lots

69 Agriculture Lots

3 Pastoral Lots

322 Residents

232 Total Leases



Kapa’akea

47 Residential Lots

3 Pastoral Lots

166 Residents

50 Total Leases

Kamiloloa

27 Residential Lots

75 Residents

27 Total Leases

Malama Cultural Park

Special District

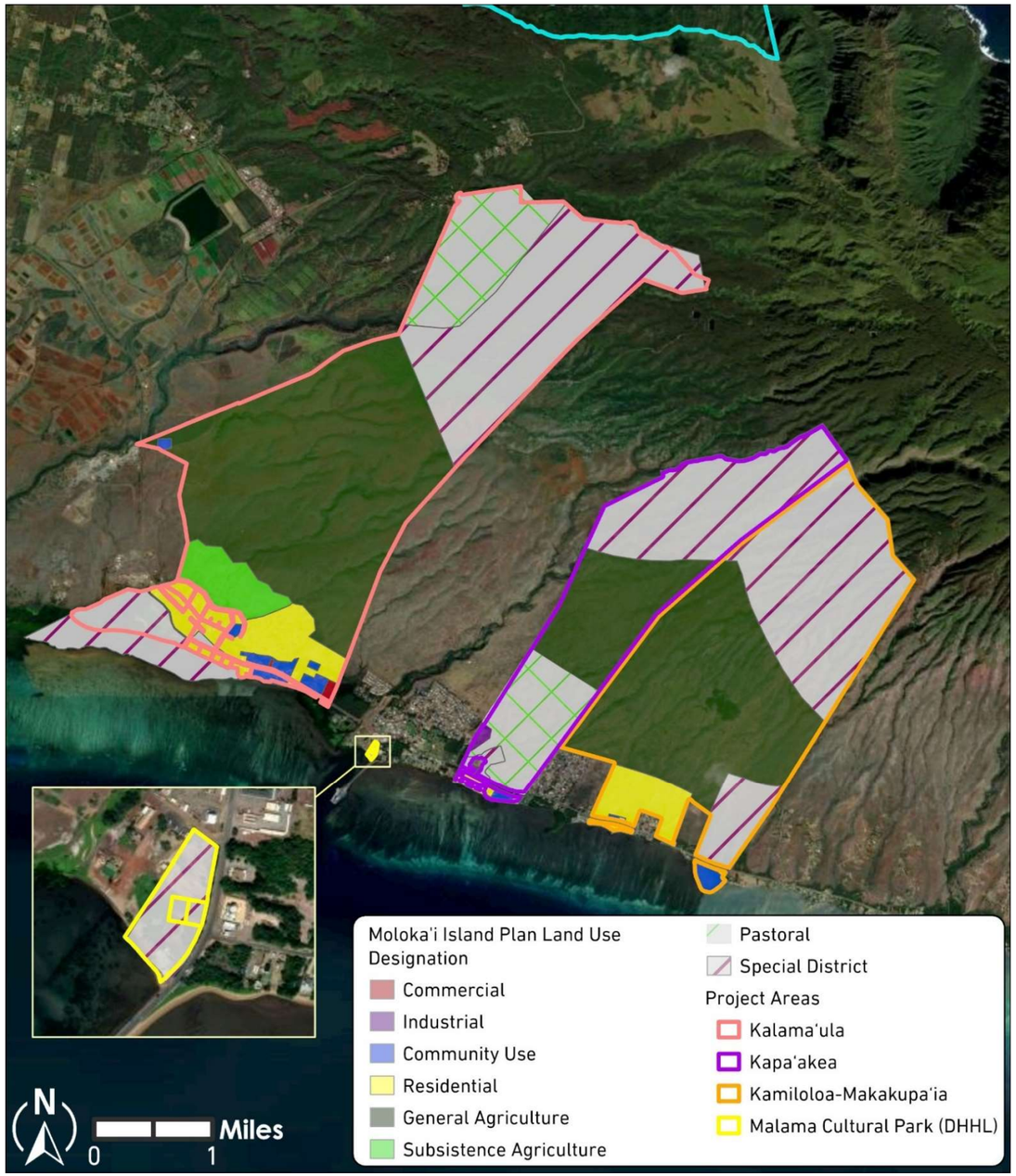


Figure 3-5 DHHL Land Use Designation Map

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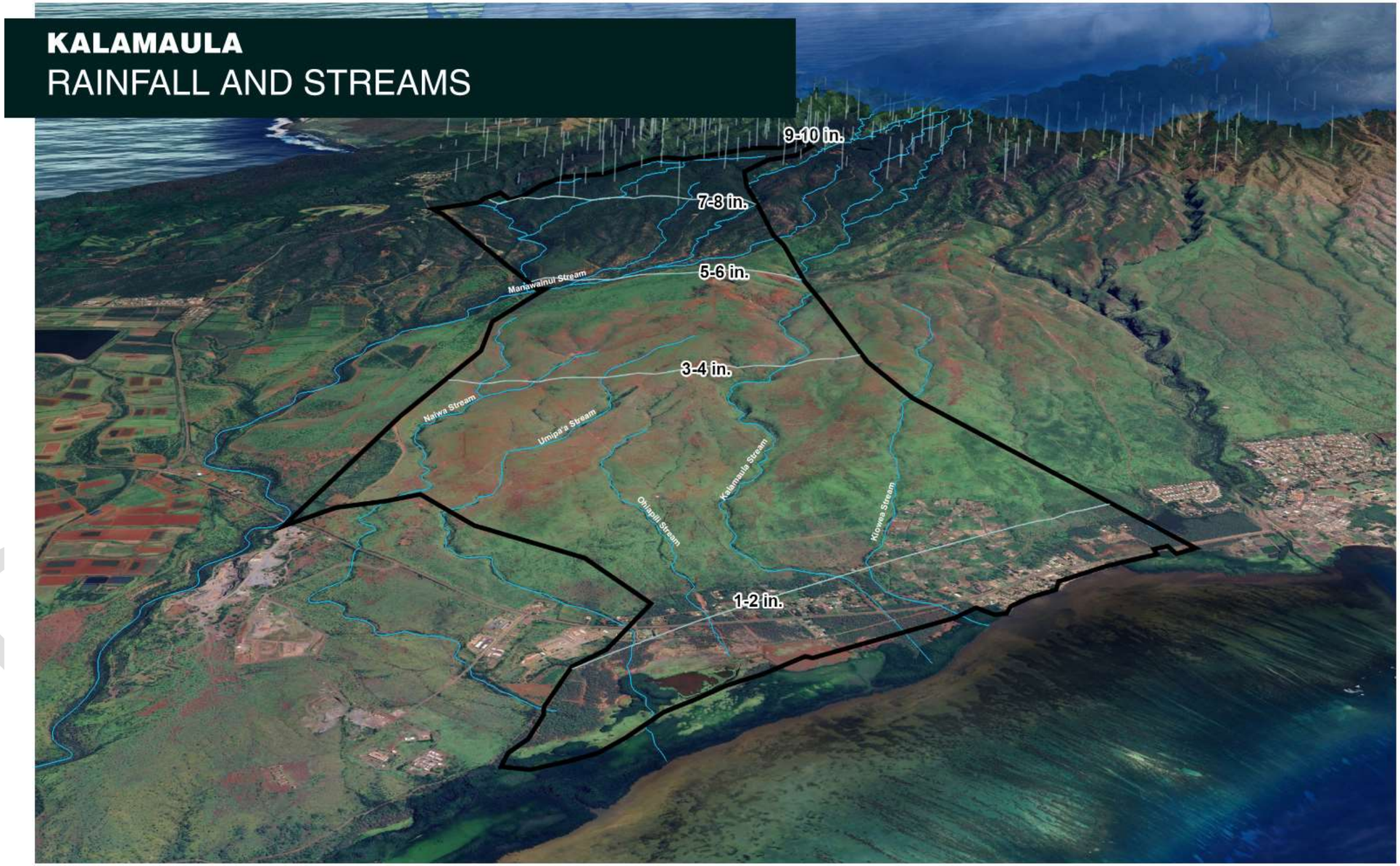


Figure 3-6 **Kalama‘ula Rainfall and Streams**

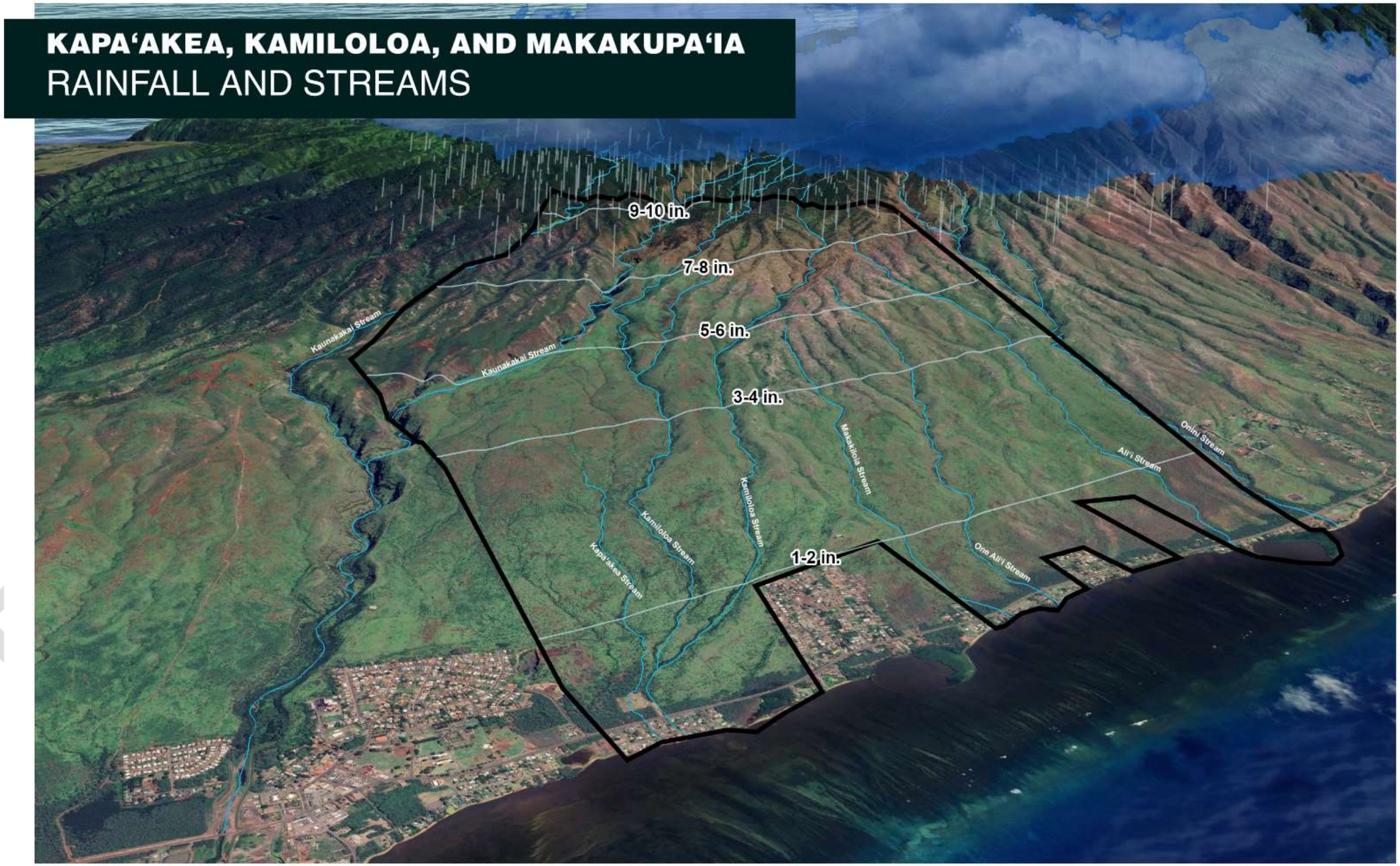


Figure 3-7 **Kapa‘akea and Kamiloloa Rainfall and Streams**

EXISTING CONDITIONS

All figures are conceptual and do not represent specific ahupua‘a. They illustrate generalized conditions and are not intended to depict any actual location.

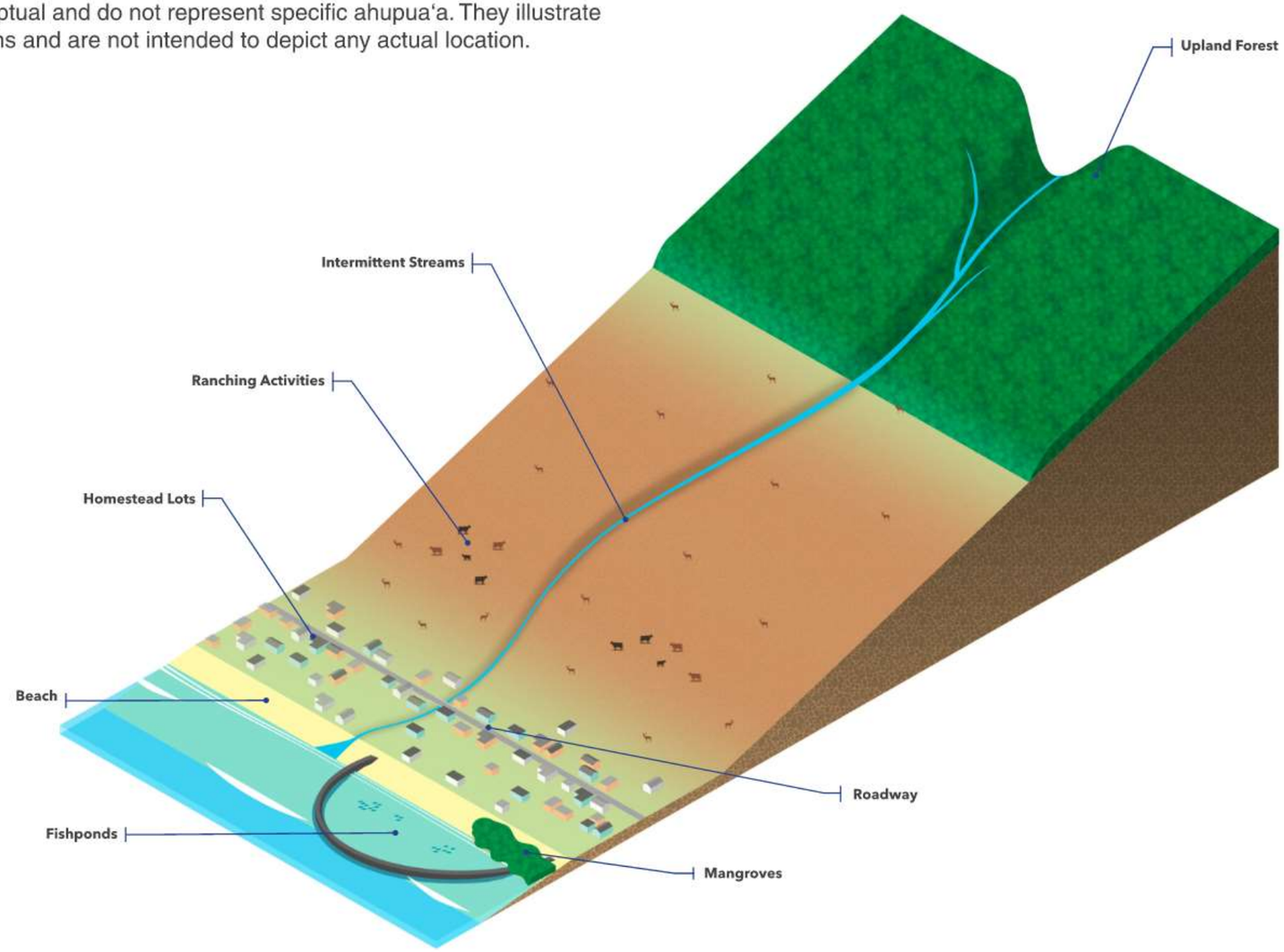


Figure 3-8 **Conceptual Existing Conditions of Homestead Ahupua‘a**

Chapter 4: Assets, Hazards, Vulnerabilities and Risks

The MCH-CRP was developed through a beneficiary-driven process guided by a resilience planning framework. The process followed four key steps: first, the identification of assets—the natural, cultural, social, and infrastructural resources that strengthen the community; second, the identification of hazards—the environmental and climate-related threats facing the homesteads; third, an assessment of vulnerabilities—understanding where people, places, and systems are most at risk; and fourth, determining risks—prioritizing which issues require the most urgent attention.

Community Assets

Community assets are the valued places, resources, and systems that sustain daily life, identity, and well-being in the homestead communities. These assets were identified by DHHL beneficiaries through community consultations, site visits, and small group discussions. They reflect the priorities and lived experiences of the homesteaders, ranging from residential areas, gathering places, and infrastructure to cultural and natural resources that support subsistence, heritage, and resilience.

The following describes the fifteen key assets that were identified.

1. Makai Homesteads
The makai homesteads are DHHL residential lots located on the coastal plain between Kamehameha V Highway and the shoreline. These small parcels house beneficiary families in modest homes that reflect the rural character of southern Moloka‘i. The area is shaped by open views of the ocean, relatively flat elevation, and proximity to sandy shorelines and traditional fishing and gathering grounds. Beneficiaries value these homesteads for their close relationship to the sea and for the sense of community that comes from generations of families living along the coast.

2. Mauka Homesteads
The mauka homesteads are medium-sized (approximately 1-acre) DHHL residential lots located in the Kalama‘ula Homestead on gently sloping land above Kamehameha V Highway. The area has a small-town rural character with modest homes, open yards, ocean views, and family gardens. Beneficiaries described these lots as peaceful and community oriented, with easy access to Kaunakakai and nearby facilities.

3. Kamehameha V Highway
This highway is the main route that connects all of the southern Moloka‘i communities. Beneficiaries described it as their lifeline for daily access to schools, health care, and Kaunakakai town. It is also the only corridor for emergency evacuation and delivery of goods and services.

4. Reef and Marine Life
The nearshore reef system provides food, cultural identity, and education for keiki and ‘ohana. It supports subsistence fishing, limu gathering, and canoe practice. Beneficiaries described the reef as a source of nourishment and pride that connects them to their ancestors and traditional practices.

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5. Gulches and Waterways
Natural gulches carry fresh water from the mountains to the sea. They are vital to agriculture and help recharge wetlands and fishponds. Beneficiaries noted that these gulches once supported kalo and sweet potato cultivation and remain important pathways for the health of the entire ahupuaʻa.

6. Wetlands
Wetlands along the shoreline support native birds, filter runoff, and store floodwaters. They were once abundant food gathering areas and remain important for education, habitat, and restoration. Beneficiaries recognize their role in both ecological balance and flood protection.

7. Fishponds
Loko iʻa such as Aliʻi and Kalokoʻeli are living examples of ancestral knowledge and sustainable food systems. Beneficiaries value these loko iʻa for their cultural, educational, and food producing importance. Community groups continue restoration efforts that provide hands on learning and stewardship opportunities.

8. Beaches
The beaches are cherished for recreation, canoe launching, fishing, limu gathering, and community gatherings. They are open spaces that bring people together and provide a sense of peace, belonging, and connection to the ocean.

9. Agricultural and Pastoral Land
The mauka lands were once areas of sweet potato and agroforest cultivation and are now used for ranching and hunting. Beneficiaries see them as essential for food security and the renewal of traditional land management practices.

10. Native Forests
The upper forested areas provide habitat, water, and cultural materials such as plants for medicine, hula, and weaving. Beneficiaries identified these forests as a source of life that supports hunting, resource gathering, and watershed protection.

11. Drainage Infrastructure
Ditches, culverts, and outfalls help move stormwater through the communities. Beneficiaries view them as essential for protecting homes, roads, and property from flooding. Regular maintenance and coordination among agencies were identified as community priorities.

12. Parks
Places such as Malama Cultural Park, Kapuāiwa Coconut Grove, and Kiowea Park serve as community gathering spaces and cultural sites. They are used for events, recreation, canoe paddling, and small business activities. Beneficiaries emphasized their historical and cultural significance as well as their role in bringing people together.

13. Community Centers
Facilities such as Kalanianaʻole Hall, Kūlana ʻŌiwi Multi Service Center, and the churches along Church Row are essential meeting and service spaces. They support cultural education, celebrations, funerals, and access to programs and resources that strengthen the community.

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14. Roadways
Neighborhood streets, shoreline access paths, and rural mauka roads connect residents to homes, gardens, cultural sites, and hunting areas. Beneficiaries identified the need to maintain these routes for daily travel, community connection, and emergency access.

15. Kapaʻakea Cemetery
This cemetery is the resting place of many kūpuna and is regarded as a sacred and historical site. Beneficiaries expressed strong commitment to its care, noting its importance as a space for remembrance, reflection, and continuity of family and community heritage.

Hazards

Hazards are natural or human-caused events that have the potential to harm people, property, cultural resources, or ecosystems. In the context of the MCH-CRP, hazards include both long-term environmental changes and short-term events that threaten the safety, health, and livelihoods of DHHL beneficiaries. These hazards are intensified by climate change, which is increasing sea levels, extreme rainfall, drought, and coastal flooding. Understanding these hazards is essential to identifying where the homestead communities are most vulnerable and to guide strategies that strengthen community resilience from mauka to makai.

The MCH-CRP conducted a spatial analysis of these hazards to better understand exposure within the DHHL homestead areas. Figures 4-1 and 4-2 illustrate hazard conditions in Kalamaʻula, Figures 4-3 and 4-4 illustrate Kapaʻakea, and Figures 4-5 and 4-6 illustrate Kamiloloa. Each map identifies key community assets and overlays multiple hazard layers using GIS data, including FEMA Special Flood Hazard Zones, projected 1 percent coastal flood zones with 3.2 feet of sea level rise, and known cesspool locations. This mapping approach allows the community to visualize where assets intersect with overlapping hazards.

Fourteen primary hazards were identified by beneficiaries as described below:

1. Rising Sea Levels
Sea levels along Molokaʻi's south shore are projected to increase by more than three feet this century, resulting in chronic coastal flooding and permanent inundation of low-lying areas. Rising seas threaten coastal homes, roads, and cultural sites, and allow saltwater to intrude into wetlands and groundwater systems.

2. Coastal Erosion and Land Loss
Erosion is steadily eating away at the shoreline area along Molokaʻi coasts. Loss of beach sand and scouring around seawalls and informal armoring expose properties to flooding and remove habitat for coastal plants and nesting birds.

3. Storm Surge, Wave Overtopping, and King Tide Flooding
High-energy wave events and seasonal king tides regularly push seawater inland, flooding yards, roads, and septic systems. These events are becoming more frequent as sea level rises and reef conditions decline.

4. Intense Rainfall Events and Flash Flooding
Heavy downpours overwhelm natural and built drainage systems. When rainfall is concentrated over short periods, runoff from mauka slopes moves rapidly through gulches, flooding residential areas and depositing sediment into wetlands and fishponds.

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5. Blocked or Undersized Drainage Infrastructure
Many drainage ditches and culverts in the homestead areas are filled with debris or are too small to handle large storm flows. This leads to ponding in streets and yards, backflow through outfalls, and flooding of nearby homes.

6. Sediment Buildup in Streams and Culverts
Eroded soil from mauka lands and gulch slopes settles in channels and culverts, reducing their capacity and causing them to overflow during heavy rains. Sediment carried to the coast smothers fishponds and coral reef habitats.

7. Extended Drought Periods
Periods of drought stress crops, native plants, and water supplies. Dry vegetation increases the risk of wildfire and limits opportunities for reforestation and agriculture on mauka lands.

8. Wildfire Ignition and Spread
Dry grasslands and unmanaged deer browse create continuous fuel loads that allow fires to spread rapidly across slopes. Wildfire threatens homes, forests, and utilities, and accelerates erosion when rains follow burned areas.

9. Overgrazing and Browsing by Invasive Deer
Axis deer populations have expanded across southern Moloka‘i. Their overgrazing removes vegetation that stabilizes soil, damages crops, and worsens erosion and sediment runoff into coastal waters.

10. Erosion and Sediment Runoff from Mauka Areas
Unmanaged mauka lands with bare or degraded soils release large volumes of sediment during storms. This sediment clogs waterways, fills fishponds, and degrades coral reefs that protect the shoreline.

11. Contamination from Cesspools and Stormwater
Untreated wastewater from cesspools and runoff from roads carry bacteria and nutrients into streams and the ocean. This degrades water quality, harms marine life, and poses health risks for residents and beach users.

12. Invasive Mangrove Encroachment
Non-native mangroves have colonized sections of the coast, trapping sediment and altering natural water flow. Their spread threatens fishpond walls, overwhelms native habitats, and changes the character of historic shoreline areas.

13. High Winds from Tropical Storms or Hurricane
Strong winds associated with tropical storms or hurricanes can damage roofs, topple trees, and disrupt electrical utilities and communication systems.

14. Tsunami and Large Swell Events
Although infrequent, tsunamis and large south swells can inundate the low-lying shoreline, damaging infrastructure and endangering lives. Coastal residents are particularly exposed due to limited elevation and evacuation routes.

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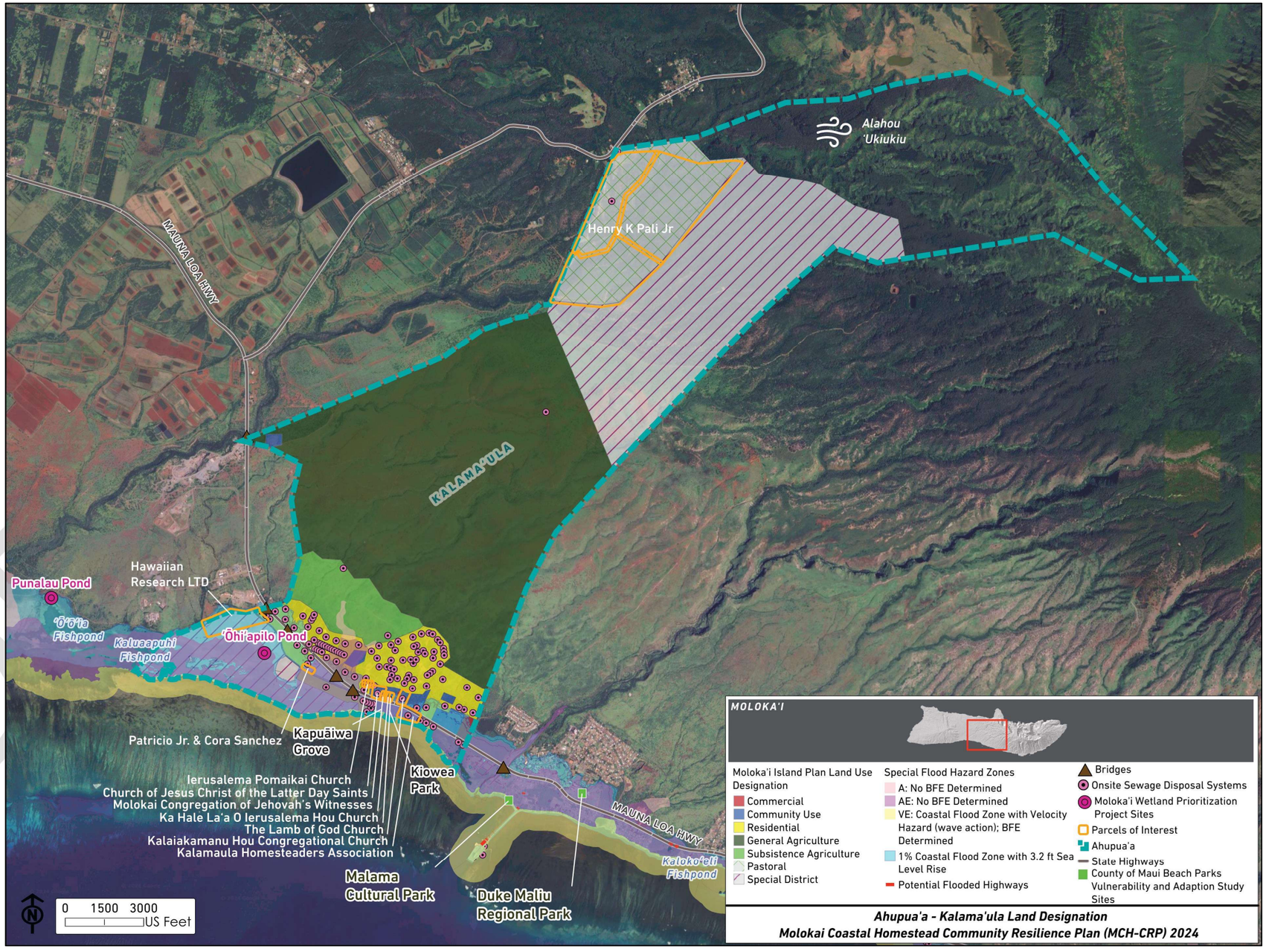


Figure 4-1 **Kalama'ula Ahupua'a Hazard Exposure**

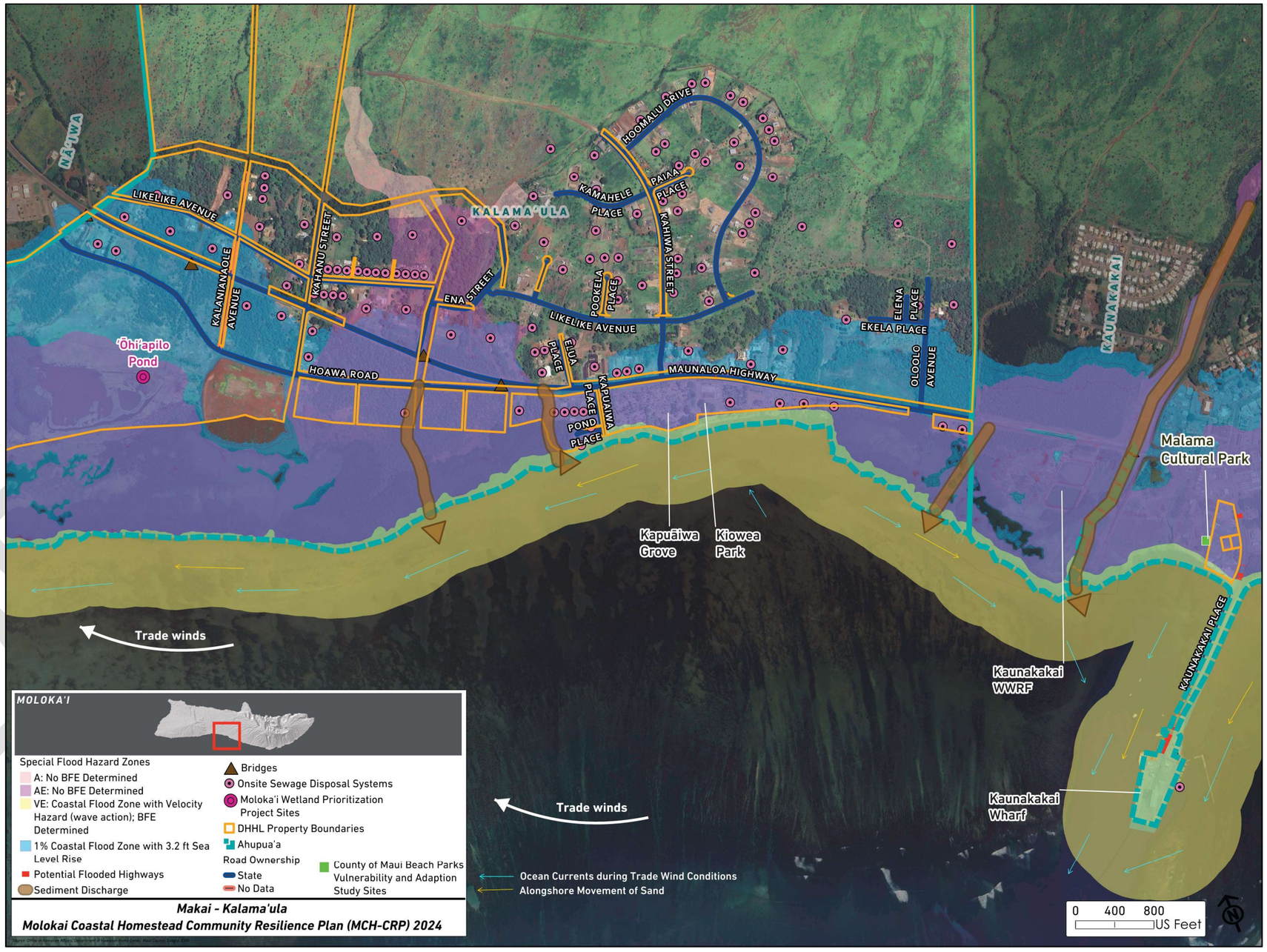


Figure 4-2 **Kalama’ula Makai Hazard Exposure**

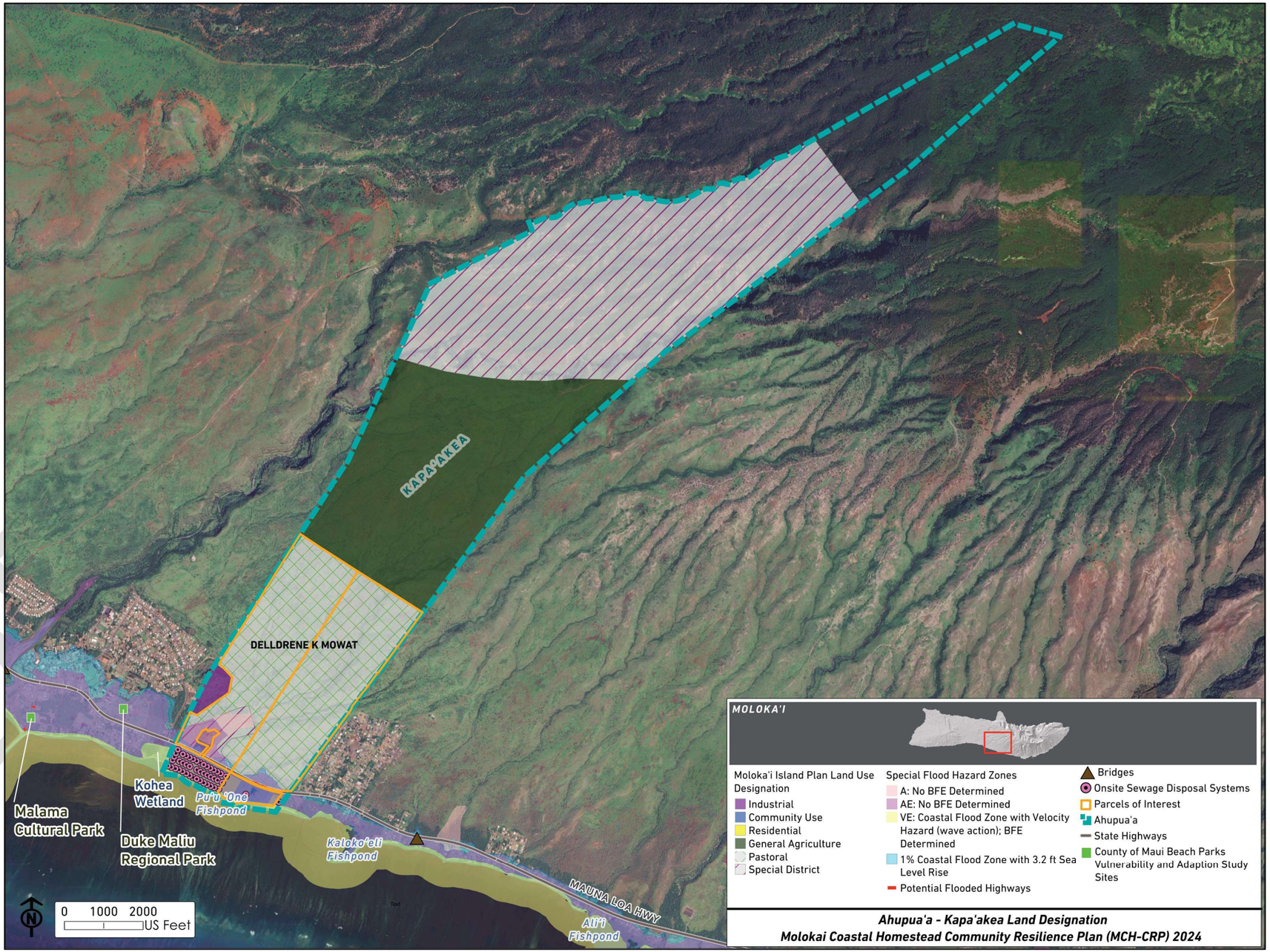


Figure 4-3 **Kapa‘akea Ahupua‘a Hazard Exposure**

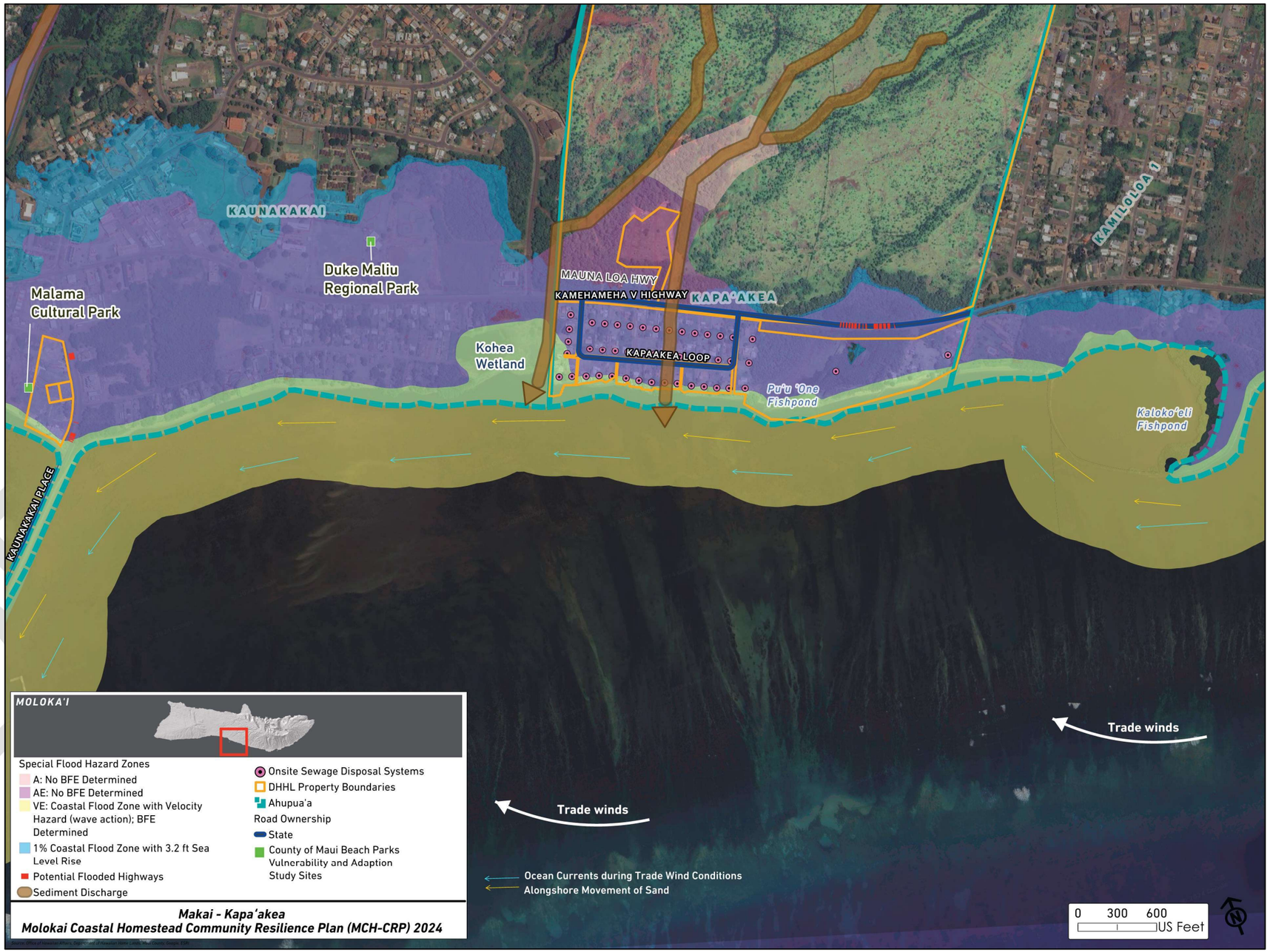


Figure 4-4 **Kapa‘akea Makai Hazard Exposure**

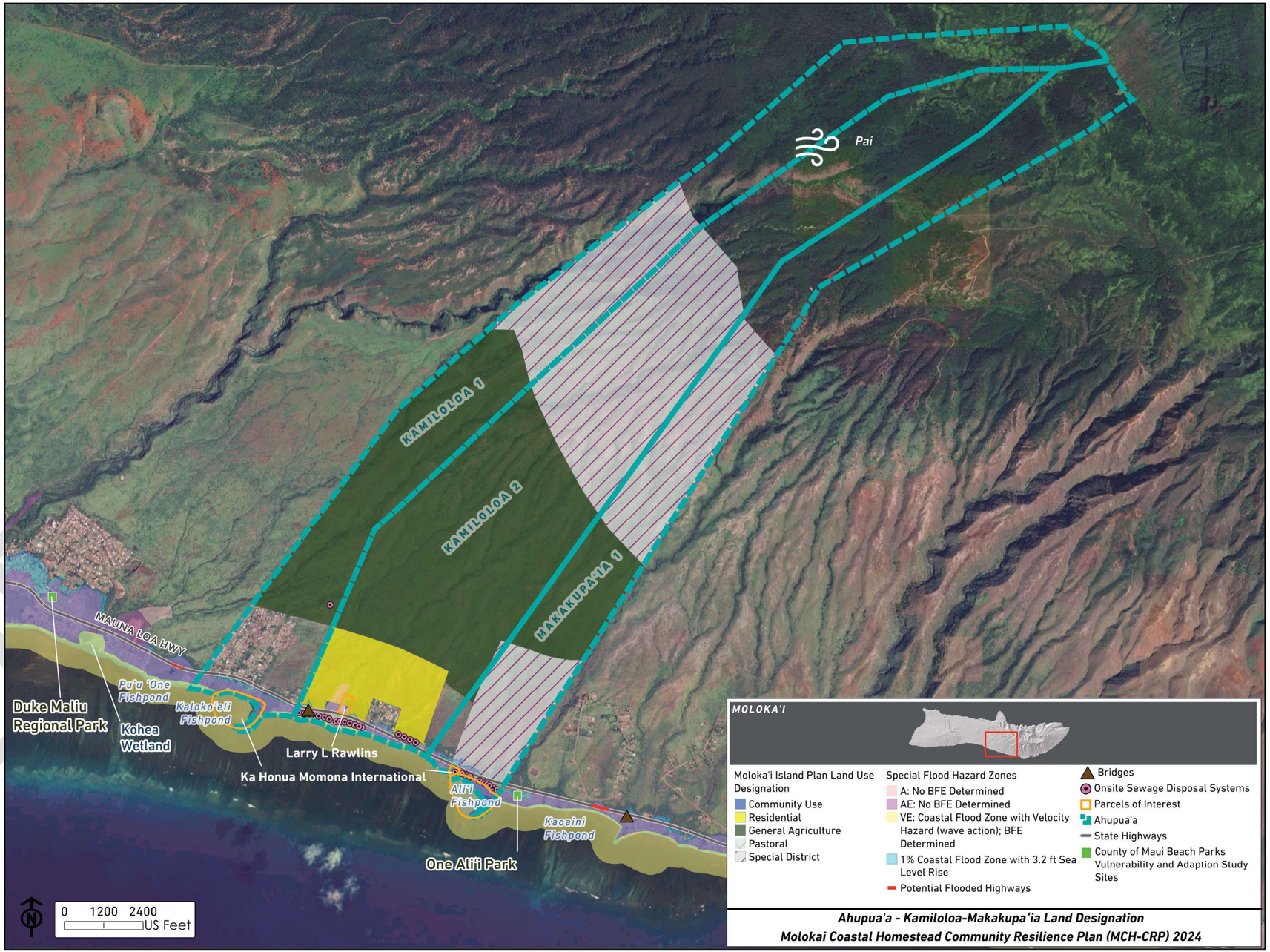


Figure 4-5 **Kamiloloa Ahupua‘a Hazard Exposure**

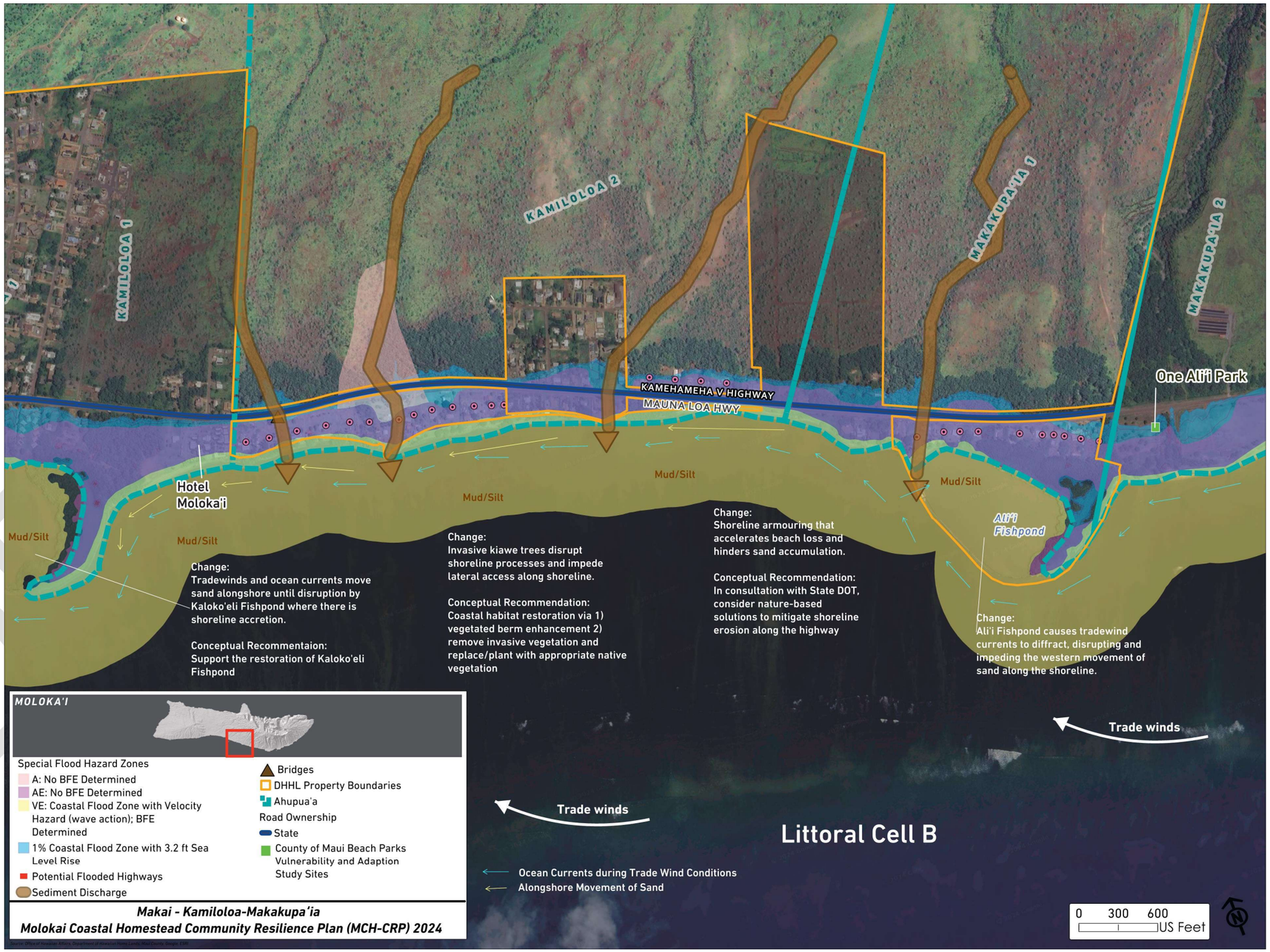


Figure 4-6 **Kamiloloa Makai Hazard Exposure**

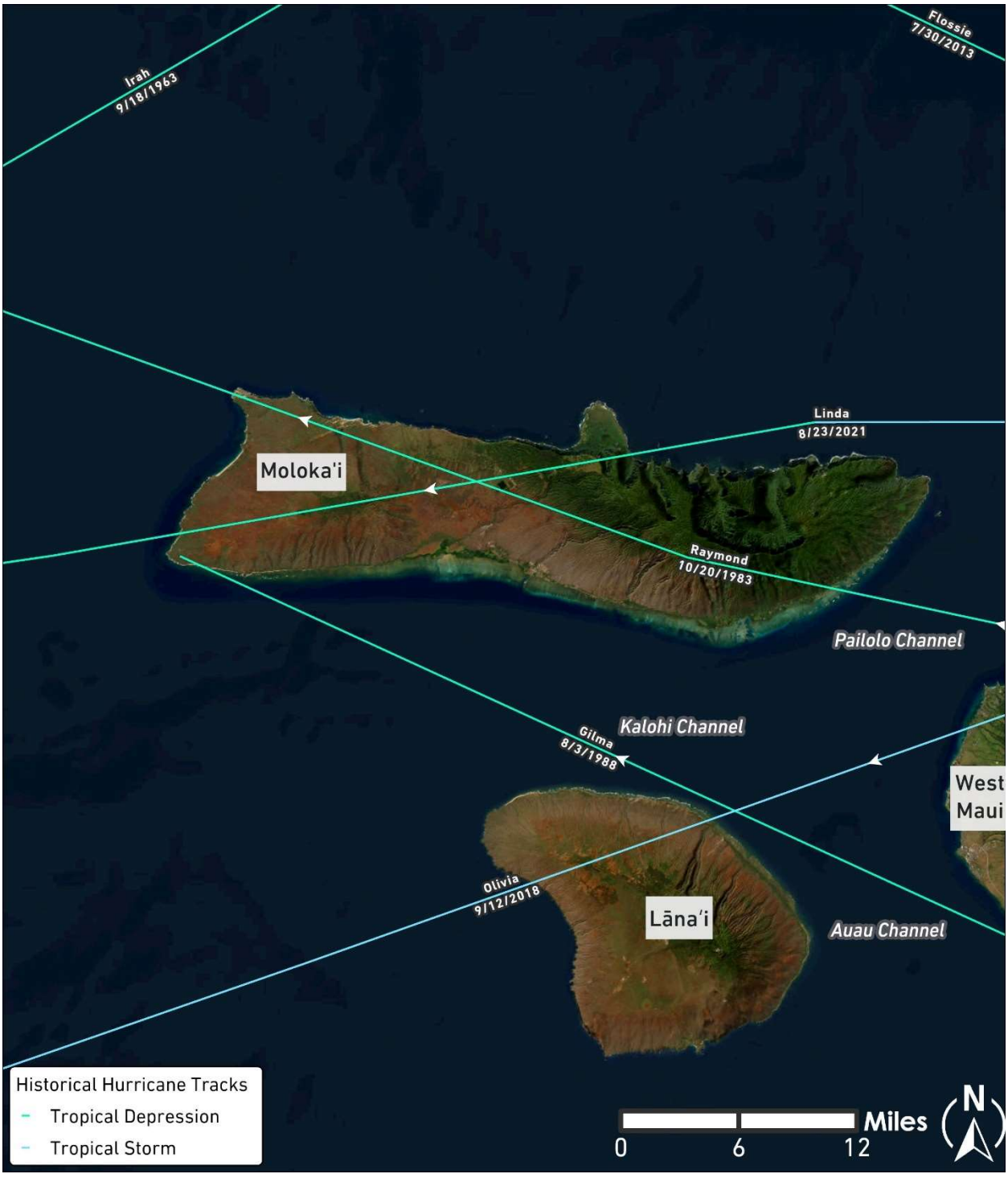


Figure 4-7 **Historical Hurricane Tracks Near Moloka‘i**

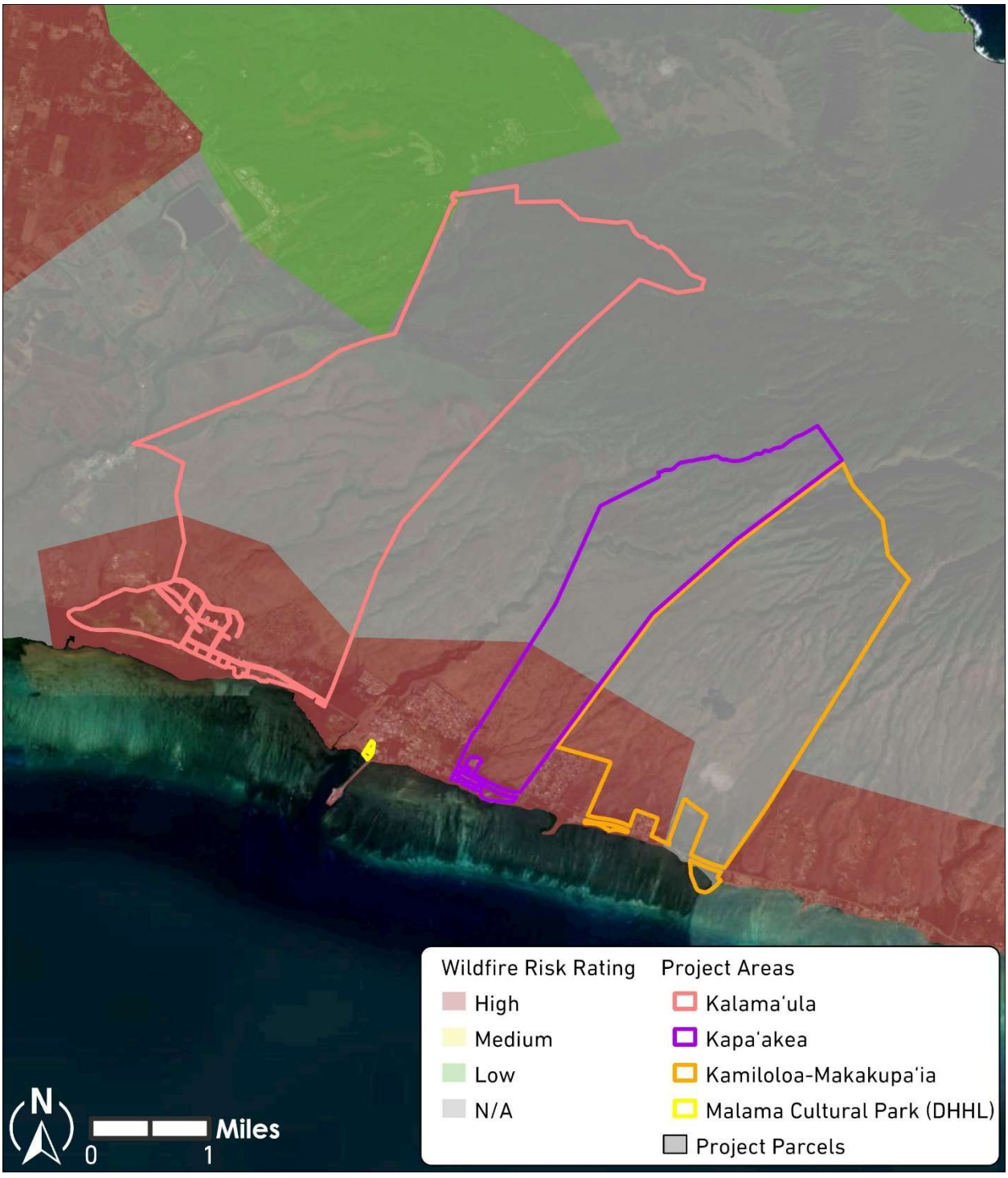


Figure 4-8 **Wildfire Risk Rating (HWMO 2024)i**

Vulnerabilities and Risks

Vulnerability describes how likely a person, place, or system is to be harmed by a hazard. It reflects three main factors: exposure (the degree of contact with a hazard), sensitivity (how strongly the hazard affects the asset), and adaptive capacity (how well a community or system can respond and recover). Within the MCH CRP, vulnerability represents how susceptible community assets such as homes, roads, or natural systems are to the range of coastal and climate related hazards identified by beneficiaries.

Risk refers to the potential consequence that occurs when a vulnerable asset is exposed to a hazard. It combines both the likelihood of the hazard and the severity of its impact. Understanding risk helps beneficiaries decide where to focus adaptation, restoration, and emergency preparedness actions.

For the MCH CRP, vulnerability was assessed for each of the fifteen identified assets in relation to the fourteen hazards described in the previous section. This evaluation used a five-tier scale ranging from Very High (red) to Very Low (blue), summarized in Table 4-1 below. Each category reflects a combination of exposure, sensitivity, and adaptive capacity. Table 4-2 presents the vulnerability measurement of each community asset to the identified hazards using this color-coded scale.

Table 4-1: Vulnerability Ratings

Vulnerability Level	Description	Color Code
Very High	Directly exposed and highly sensitive with limited capacity to respond or adapt	Red
High	Exposed to hazard with some protective measures but still significant sensitivity	Orange
Moderate	Some exposure and sensitivity with partial ability to mitigate or recover	Yellow
Low	Limited exposure with effective protection or adaptive capacity	Green
Very Low	Minimal exposure with strong adaptive capacity	Blue

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Hazard / Asset	Rising sea levels	Coastal erosion and land loss	Storm surge, wave overtopping, and king tide flooding	Intense rainfall events and flash flooding	Blocked or undersized drainage infra-structure	Sediment buildup in streams and culverts	Extended drought periods	Wildfire ignition and spread	Overgrazing and browsing by invasive deer	Erosion and sediment runoff from mauka areas	Contamination from cesspools and stormwater	Invasive mangrove encroachment	High winds from tropical storms or hurricane	Tsunami and large swell events
Makai Homesteads														
Mauka Homesteads														
Kamehameha V Hwy														
Reef / Marine Life														
Gulches														
Wetlands														
Fishponds														
Beach														
Agricultural / Pastoral Land														
Native Forests														
Drainage Infrastructure														
Parks														
Community Centers														
Neighborhood and Mauka Roads														
Cemetery														

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Based on the vulnerability assessment, the MCH CRP identified five key challenges that represent the most significant and overlapping risks for the South Moloka‘i homestead communities. Each challenge highlights the hazards facing the homestead communities, the vulnerabilities that increase their exposure, and the resulting risks to people, place, and resources. Identified risks are illustrated conceptually on Figure 3-7.

1. Sea Level Rise, Coastal Erosion, and Coastal Flooding

- **Hazards:**
    - Rising sea levels
    - Coastal erosion and land loss
    - Storm surge, wave overtopping, and king tide flooding
    - **Vulnerabilities:**
        - Homes and infrastructure (including Kamehameha V Highway) built in flood and erosion zones
        - Limited coastal protection and failing seawalls
        - Loss of natural buffers (dunes, wetlands, and vegetation)
        - Cesspools and septic systems near shoreline
        - Lack of alternate evacuation routes inland
        - **Risks:**
            - Permanent inundation and displacement of homesteads
            - Damage or loss of property, utilities, and roads
            - Contamination of nearshore waters from flooded cesspools
            - Threats to public safety and isolation during floods
            - Cultural site loss (e.g., fishponds, Kapuāiwa Coconut Grove, springs)

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2. Heavy Rainfall, Ravine Flooding, and Drainage Overflows

- **Hazards:**
    - Intense rainfall events and flash flooding
    - Blocked or undersized drainage infrastructure
    - Sediment buildup in streams and culverts
    - **Vulnerabilities:**
        - Poorly maintained drainage canals and culverts
        - Ravines and drainageways filled with sediment and vegetation
        - Homes and roads constructed within floodplains
        - Filled wetlands reducing flood storage capacity
        - **Risks:**
            - Flood damage to homes, roads, and property
            - Isolation of communities due to impassable roads
            - Erosion and debris flows damaging nearshore ecosystems
            - Increased maintenance and repair costs for DHHL and residents

3. Drought, Wildfire, and Mauka Degradation

- **Hazards:**
    - Extended drought periods
    - Wildfire ignition and spread
    - Overgrazing and browsing by invasive deer leading to native vegetation and soil exposure

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- **Vulnerabilities:**
  - Deforested of mauka lands caused by decades of overgrazing from cattle and invasive deer populations
  - Invasive grasses and shrubs increasing fire fuel loads
  - Lack of active land management or fire breaks
  - Reduced watershed recharge capacity

  - **Risks:**
    - Wildfire threats to mauka homes and critical infrastructure
    - Post-fire erosion and sediment runoff into coastal waters
    - Long-term decline in native forest regeneration
    - Increased flooding and sedimentation risk downslope

4. Sedimentation, Pollution, and Marine Ecosystem Decline

- **Hazards:**
  - Erosion and sediment runoff from mauka areas
  - Contamination from cesspools and stormwater
  - Invasive mangrove encroachment

  - **Vulnerabilities:**
    - Degraded mauka slopes and unmaintained ravines
    - Filled wetlands and fishponds losing filtering capacity
    - Outdated wastewater systems
    - Limited environmental monitoring or enforcement

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- **Risks:**
    - Decline in coral reef health and fish populations
    - Sediment filling historic fishponds (loko i‘a)
    - Poor water quality affecting gathering and fishing practices
    - Loss of traditional food sources and cultural identity

5. Severe Storms, Hurricanes, and Tsunami

- **Hazards:**
    - High winds and wave surge from tropical storms
    - Tsunami and large swell events
    - **Vulnerabilities:**
        - Coastal homes not designed to modern wind/flood standards
        - Critical infrastructure (roads, utilities) located in low-lying areas
        - Lack of formal emergency evacuation routes and shelters
        - Limited communication and coordination during emergencies
        - **Risks:**
            - Damage to homes and community facilities
            - Injury or loss of life during major storm events
            - Extended loss of utilities and access to essential services
            - Economic and emotional stress for residents

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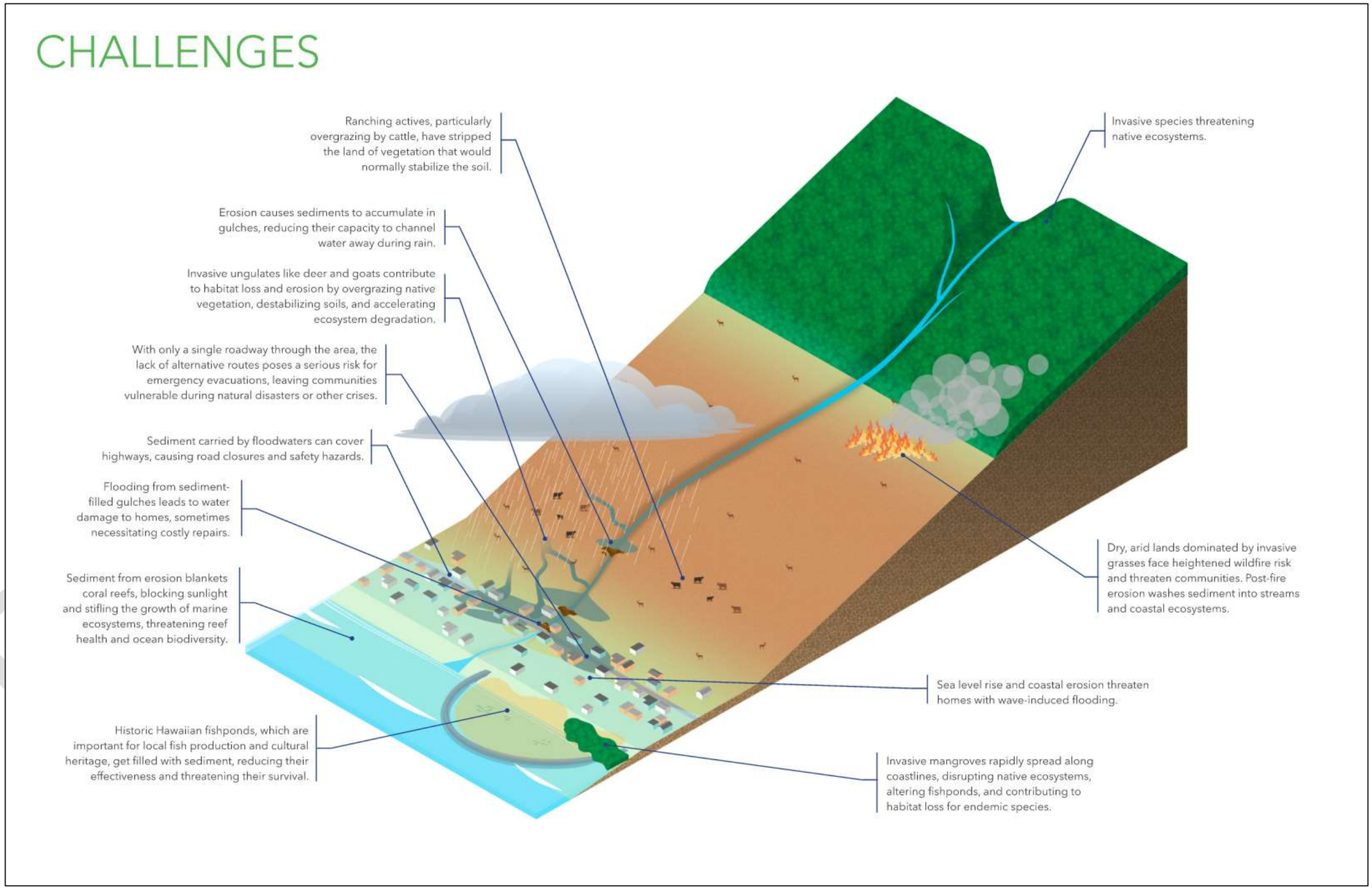


Figure 4-9 **Conceptual Illustration of Key Risks**

Chapter 5: Resilience Goals and Strategies

Through the community planning process, beneficiaries identified five primary planning goals to address the risks and vulnerabilities described in Chapter 4. These goals reflect a comprehensive, place-based approach to building resilience across the ahupuaʻa. The five goals include:

(1) Improve Emergency Evacuation and Public Safety,
(2) Mauka Restoration,
(3) Water Flow Maintenance and Flood Prevention,
(4) Restoration and Relocation of Residential Hale, and
(5) Makai Restoration.

This chapter also identifies a series of resilience strategies designed to help achieve each goal through coordinated, community-led action. *Figure 5-1* provides a conceptual illustration of how the resilience strategies may be implemented.

Additionally, workforce development emerged as a key priority across all goals, emphasizing the importance of empowering DHHL beneficiaries to lead and carry out the work of resilience. By investing in local training, skills development, and employment opportunities, the plan aims to strengthen community capacity, build economic stability, and reinforce self-determination.

The sections in this chapter explore each goal in detail, outlining community priorities, potential projects, key partnerships, and pathways for implementation.

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EXAMPLES OF POTENTIAL PRIORITY PROJECTS

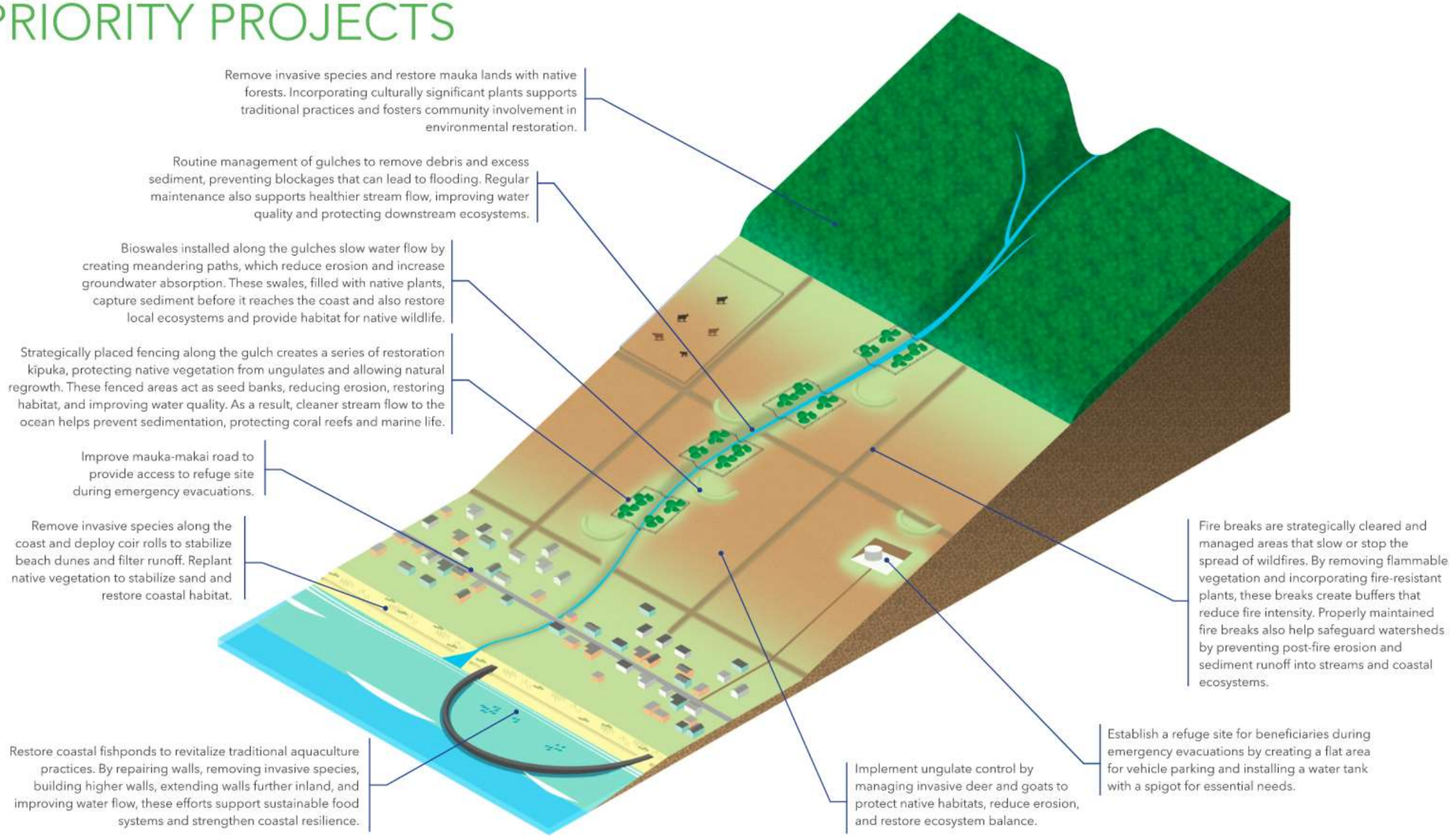


Figure 4-10 **Conceptual Rendering of Resilience Strategies**

Emergency Evacuation and Public Safety

Beneficiaries identified critical safety issues impacting Kalamaʻula, Kapaʻakea, and Kamiloloa communities, particularly during emergencies. Major concerns include the lack of sufficient emergency roads to facilitate resident evacuation, increased risks from power outages during floods, and poor cellphone coverage that limits communication during emergencies. To address these urgent needs, beneficiaries proposed the Emergency Evacuation and Public Safety project, including the establishment of resilience hubs.

The Emergency Evacuation and Public Safety project involves developing comprehensive evacuation plans in collaboration with community members, especially kūpuna, whose insights and needs are essential in emergency preparedness. Effective strategies, such as door-to-door surveys, will ensure all residents' concerns are addressed. Additionally, the project proposes identifying, mapping, and constructing emergency evacuation roads connecting mauka and makai areas, creating clear and reliable routes for residents during emergencies. The establishment of homestead resilience hubs or shelters will provide safe gathering points and access to essential resources when disasters occur. Improving communication infrastructure by constructing additional cell towers will significantly enhance cellphone coverage, ensuring reliable communication during crises. Furthermore, the project includes developing emergency water storage tanks and systems specifically designed to provide water for firefighting and general emergency use, supported by formal agreements (MOUs) with the County of Maui for emergency assistance.

Although no specific traditional ecological knowledge was noted for this project, community resilience will be strengthened through knowledge exchange, public education, and community-based preparedness practices.

Key partnerships critical for implementing the Emergency Evacuation and Public Safety project include:

- Police Department
- Fire Department
- Maui Emergency Management Agency
- Emergency Medical Services (EMS)
- Verizon
- Hawaiian Electric
- Hawaii Energy

Beneficiaries from Kalamaʻula, Kapaʻakea, and Kamiloloa identified Emergency Evacuation and Public Safety as a planning goal.

In Kalamaʻula, beneficiaries emphasized the vulnerability of existing main roads located near shorelines and flood-prone areas, calling for alternative inland evacuation routes that are elevated above flood zones, especially for rapid evacuation during tsunami warnings. Unique to Kalamaʻula was the proposal to establish helicopter landing areas specifically for emergencies such as fires and floods, accompanied by clearly defined water access points for firefighting. Beneficiaries recommended upgrading and regularly maintaining roads and culverts, particularly mentioning

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In Kalama‘ula, beneficiaries emphasized the vulnerability of existing main roads located near shorelines and flood-prone areas, calling for alternative inland evacuation routes that are elevated above flood zones, especially for rapid evacuation during tsunami warnings. Unique to Kalama‘ula was the proposal to establish helicopter landing areas specifically for emergencies such as fires and floods, accompanied by clearly defined water access points for firefighting. Beneficiaries recommended upgrading and regularly maintaining roads and culverts, particularly mentioning the need for improving the 3rd river bridge and culvert, which currently lacks capacity and becomes obstructed with sediment. The community further proposed extending existing access roads mauka (inland), beyond Kūlana ‘Ōiwi, to enhance escape routes and reduce wildfire risks. Kalama‘ula residents strongly advocated for including kūpuna and other vulnerable groups in planning efforts, utilizing door-to-door surveys to ensure preparedness measures accurately reflect their specific needs. Lastly, Kalama‘ula beneficiaries recommended installing additional street lighting along critical routes, enhancing nighttime visibility and safety during evacuations.

Kapa‘akea beneficiaries uniquely highlighted the need for comprehensive drainage management as essential for public safety and effective evacuation. Beneficiaries recommended a coordinated approach to redesign culverts and manage wetlands to reduce flood risks that currently threaten evacuation routes. They suggested formal agreements (MOUs) involving the Kapa‘akea Association, DHHL, County of Maui, and DOT to plan and maintain critical drainage infrastructure. Another unique emphasis was placed on establishing an emergency proclamation to directly address drainage and flooding risks. Beneficiaries also proposed establishing an emergency fund within the Homestead Association, supported by DHHL, specifically to manage community preparedness and resilience efforts. Additionally, Kapa‘akea community members prioritized conducting detailed water quality and geological assessments to identify the safest evacuation routes and resilience hub locations. Emphasis was also placed on educating residents, particularly youth, through an ‘Opio task force, engaging local schools and UH programs in developing community resilience certification programs to prepare and empower residents for emergency response.

Beneficiaries from Kamiloloa prioritized identifying and possibly paving existing roads to serve as reliable emergency evacuation routes. Unique to this community was the recommendation to establish gravel parking lots and designated "resiliency areas," strategically equipped with water tanks, spigots, and staging areas for firefighting equipment, including portable dipping ponds. Beneficiaries proposed that signage clearly mark these roads and staging areas for "Emergency Use Only," managed directly by the Homestead Association. Additionally, Kamiloloa emphasized maintaining updated inventories of vulnerable community members, medical providers, and available first-aid equipment, ensuring regular updates and management through local associations. The community specifically recommended biannual emergency preparedness workshops and drills, in collaboration with local high schools, to build human capacity and foster proactive resilience planning. Another distinctive recommendation from Kamiloloa beneficiaries was conducting an evacuation study addressing traffic flow, contraflow management, shuttle services for homebound residents, and integrating solar-powered resilience hubs with battery storage for power during disasters. Improving communication by installing broadband or Starlink substations/antennae was also uniquely emphasized for reliable emergency communication in partnership with DHHL.

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Mauka Restoration

Beneficiaries identified multiple critical issues in the mauka areas above Kalamaʻula, Kapaʻakea, and Kamiloloa. These issues include sediment and silt flowing from the mauka regions during floods; flooding due to blocked streams, rivers, and culverts; invasive species impacting native vegetation; and unmanaged lands increasing wildland fire risks. To address these concerns, the Mauka Restoration project was proposed.

The Mauka Restoration project aims to restore and manage mauka lands to enhance community resilience. Potential options for implementation include establishing test areas for planting native, drought-resistant, animal-proof, and economically viable vegetation. This vegetation will help stabilize soils and reduce sediment runoff during heavy rains. Water retention planning, including the creation of detention basins and bioswales, will be developed to better manage flooding and stormwater. Regular cleaning of streams, gulches, and culverts, supported by formal agreements and memoranda of understanding (MOUs), will further address flooding risks. Additionally, the project will implement methods to control deer populations, manage invasive species, and conduct controlled burns to reduce the risk of wildfires.

Traditional ecological knowledge will inform the implementation of the Mauka Restoration project, particularly through the ahupuaʻa land management approach, which promotes resource stewardship from mauka to makai. Historically, konohiki (resource managers) carefully oversaw land use, guided by eight resource realms: Moana-Nui-Ākea (far offshore fisheries), Kahakai Pepeiao (coastal zones), Ma Uka (mountainous areas), Nā Muliwai (freshwater systems), Ka Lewalani (weather systems), Kanaka Honua (human sustenance resources), Papahelōlona (traditional expert knowledge), and Ke ʻIhiʻihi (storied and sacred places). Additionally, traditional social-ecological zoning systems ("wao" and "kai") will guide land management decisions, helping restore biodiversity, manage invasive species, and protect critical watershed areas. Traditional methods such as loi kalo (taro patches) can be reintroduced to serve as natural sediment basins, further reducing sediment runoff.

Partnerships will be essential to the successful implementation of Mauka Restoration. Key partners include:

- County of Maui (CoM) Public Works
- Molokai Land Trust
- Hawaii Wildfire Management Organization
- Butch Haase
- Commission on Water Resource Management (CWRM)
- U.S. Army Corps of Engineers (USACE)
- Molokai Hunting Club
- Ka Honua Momona
- The Nature Conservancy (TNC) Molokai
- Ka Ipu Makani
- ʻĀina Pulapula

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- ‘Āina Momona
- Moloka‘i Homestead Farmers Alliance
- Moloka‘i Ranch

Beneficiaries from Kalama‘ula, Kapa‘akea, and Kamiloloa identified Mauka Restoration as a planning goal.

In Kalama‘ula, beneficiaries expressed concerns primarily about sediment buildup and flooding, which are exacerbated by degraded mauka lands. Unique strategies suggested include rebuilding watersheds with native vegetation, creating vegetated firebreaks or green breaks, and establishing buffer zones around vulnerable culverts and stream areas to improve soil stability and reduce sediment runoff. Kalama‘ula residents specifically pointed to the detrimental effects cattle and deer populations have on mauka vegetation, thus prioritizing invasive species control alongside native plant restoration. Regular maintenance activities, such as scheduled cleanups of culverts, gulches, and streams, were emphasized. Beneficiaries called for collaboration with ‘Āina Momona, Molokai Land Trust, and the University of Hawai‘i at Mānoa for expertise in watershed management and restoration projects. Kalama‘ula beneficiaries further proposed developing educational programs for residents, incorporating cultural perspectives on land management, and creating opportunities for community members to actively engage in stewardship activities.

Kapa‘akea beneficiaries emphasized managing drainage across the entire ahupua‘a to mitigate flooding, particularly during heavy rains and king tides. Unique to this homestead is a strategic focus on revising culvert designs and improving mauka drainage infrastructure, calling for memoranda of understanding (MOUs) among Kapa‘akea Association, DHHL, Department of Transportation (DOT), and County of Maui. Restoring the mauka watershed and maintaining culverts and drainage ditches were highlighted as critical steps to prevent flooding impacts. Further, Kapa‘akea beneficiaries emphasized the importance of community education and stewardship, suggesting an ‘Ōpio task force involving local schools for youth training in environmental and cultural resource management. Partnerships unique to Kapa‘akea include coordination with agencies such as DLNR, FEMA, UH Water Resource Center, and private environmental testing labs to provide comprehensive hydrological and environmental assessments.

Beneficiaries from Kamiloloa emphasized the importance of mauka restoration efforts, specifically highlighting the need for detailed aerial and map reviews to strategically identify restoration sites. Unique to Kamiloloa is a strong interest in employing native vegetation species, with a clear preference for Milo over Koa due to its lower water requirements. Beneficiaries suggested establishing test plots, setting up protective fencing, and creating drip irrigation systems alongside developing a dedicated plant nursery and supply storage container. Additionally, there was discussion around exploring opportunities for coastal homesteaders to participate economically in restoration by cultivating economically beneficial plants like blue agave. Engaging local lessees as members of restoration crews was specifically recommended to create economic and employment opportunities within the community. Key partners for Kamiloloa identified include The Nature Conservancy and Molokai Land Trust, both of which bring critical expertise in ecological restoration and native species propagation.

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Water Flow Maintenance and Flood Prevention

Beneficiaries identified several key issues related to water flow maintenance and flood prevention that directly impact the communities of Kalamaʻula, Kapaʻakea, and Kamiloloa. These issues include clogged culverts and poorly maintained drainage systems, sediment buildup covering highways, pollution from cesspools affecting nearshore waters, flooding caused by infrastructure at Kūlana ʻŌʻiwi, and saltwater intrusion corroding the ʻOloʻolo water line. Additionally, sediment runoff from upland watersheds is negatively affecting coastal reefs and habitats, increasing flooding risks in agricultural and residential areas, and invasive species are exacerbating erosion and flooding problems.

The Water Flow Maintenance and Flood Prevention project addresses these issues by improving drainage and water management infrastructure. Proposed actions include regular maintenance of culverts and drainage systems to ensure clear pathways for water flow, implementing a comprehensive drainage maintenance plan, and constructing infrastructure that reroutes floodwaters away from vulnerable areas. To address pollution concerns, the project includes converting existing cesspools to modern septic systems, significantly reducing water contamination risks. Furthermore, replacing the deteriorating ʻOloʻolo water line with a more resilient pipeline will reduce corrosion issues caused by saltwater intrusion. To manage sediment runoff from mauka areas, the project will restore natural water flow by maintaining streams and gulches, installing check dams and vegetative barriers, replanting native trees, and effectively managing invasive species.

Although no specific traditional ecological knowledge was explicitly noted, historically, traditional systems recognized the interconnectedness of waterways from mauka to makai, using native vegetation to stabilize land and reduce erosion. These principles will help guide efforts to restore watershed health and manage water flow sustainably.

Key partnerships critical to implementing the Water Flow Maintenance and Flood Prevention project include:

- County of Maui Public Works
- Hawaiʻi Department of Transportation (DOT-Highways)
- U.S. Army Corps of Engineers (USACE)
- Department of Health–Wastewater Branch (DOH–WWB)
- County of Maui Water Supply
- Department of Hawaiian Home Lands (DHHL)

Beneficiaries from Kalamaʻula, Kapaʻakea, and Kamiloloa identified Water Flow Maintenance and Flood Prevention as a planning goal.

Beneficiaries from Kalamaʻula homestead strongly emphasized regular maintenance and improvements of culverts and drainage systems to prevent frequent flooding. Specific culverts, notably the 3rd river bridge and adjacent culverts, were highlighted as having insufficient capacity and chronic sediment buildup. Kalamaʻula uniquely recommended regularly scheduled cleanups of debris and sediment from culverts, streams, and gulches, alongside establishing vegetated buffer zones around drainage infrastructure to reduce sediment accumulation and flooding. Beneficiaries also proposed replacing existing degraded cesspools with modern septic systems

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to reduce water contamination risks. Another significant concern raised by Kalama‘ula residents was the need to replace the deteriorating ‘Olo‘olo water line, which is vulnerable to saltwater corrosion, with a more resilient pipeline. Beneficiaries further emphasized the importance of replanting native vegetation mauka to stabilize soils and reduce sediment runoff. Collaborative partnerships were recommended with organizations like ‘Āina Momona and Molokai Land Trust to support reforestation and ecological restoration efforts, as well as addressing invasive species that exacerbate soil erosion.

The Kapa‘akea homestead community prioritized developing a coordinated drainage management plan to comprehensively address flooding across the entire ahupua‘a. Beneficiaries uniquely recommended redesigning and upgrading undersized culverts, which frequently overflow, causing flood hazards in residential areas. They proposed formalizing maintenance agreements (MOUs) involving DHHL, County of Maui, Department of Transportation (DOT), and Army Corps of Engineers (USACE) to ensure regular and funded maintenance of drainage infrastructure. Beneficiaries specifically requested comprehensive surveys to assess water quality and hydrology in historically wetland areas, emphasizing the importance of testing stagnant water and groundwater contamination under existing homes. Another unique strategy for Kapa‘akea included exploring residential leases designed for pastoral or non-structural uses in areas prone to severe flooding, as an adaptive measure. Beneficiaries further recommended educational programs on traditional water management practices, involving community youth and local schools, to promote resilience and effective flood prevention management.

Beneficiaries in Kamiloloa uniquely highlighted the need for improving mauka drainage systems to better manage floodwaters. They specifically proposed installing bioswales, detention basins, and crescent shaped absorption beds filled with native vegetation along streams and gulches. These features would slow water flow, allow greater absorption into groundwater, and reduce flooding impacts during heavy rainfalls and king tide events. Kamiloloa residents also emphasized the importance of regularly maintaining and clearing channels and drainage ditches, specifically mentioning past instances where significant sediment buildup required immediate excavation. Establishing formal agreements (MOUs) with local stakeholders, including DHHL and the County of Maui, was recommended for ongoing channel maintenance. Kamiloloa residents further recommended conducting detailed hydrological studies, specifically for the south shore, to address groundwater contamination issues and guide future water flow restoration efforts.

Restoration and Relocation of Residential Hale

Beneficiaries identified critical concerns related to sea-level rise, coastal erosion, and flooding affecting residential areas. Rising sea levels and increased frequency and severity of flooding are placing homes, yards, and utilities at risk. Although land in mauka areas is available, it currently lacks suitable access routes and necessary infrastructure to support the relocation of homes and community facilities. To address these pressing issues, beneficiaries proposed the Restoration and Relocation of Residential Hale project.

This project will develop a comprehensive managed retreat plan in close collaboration with beneficiaries, clearly identifying options, incentives, and necessary steps for relocating vulnerable residences and critical infrastructure. The planning process will involve engaging beneficiaries to discuss and prioritize relocation options, identify appropriate lands for relocation, and determine infrastructure needs, such as roads, water systems, power, and wastewater facilities. Additionally, an incentive program will be explored to encourage voluntary inland relocation. As part of the 2025 Moloka‘i Island Plan Update, clear thresholds will be established such as specific

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measurements of sea-level rise or erosion that will trigger relocation actions. This approach ensures that the decision-making process remains transparent, community-driven, and responsive to beneficiaries' concerns. Investment in land banking will secure suitable parcels for future relocation efforts, supporting a proactive approach to long-term community resilience. Regulatory compliance, such as the required conversion of cesspools by 2050, will also be incorporated into this planning process, ensuring alignment with broader environmental goals. The project would also explore near-term solutions to armor and protect hazard exposed homes such as elevating or raising foundations, installing flood barriers, and flood-proofing structures.

Traditional ecological knowledge will inform this project through historical practices that prioritized the location of residential hales away from high-risk coastal areas. Traditionally, Hawaiians managed coastal areas carefully, emphasizing resource and infrastructure protection from flooding and erosion, practices that offer valuable guidance for contemporary relocation efforts.

Key partnerships necessary for successful implementation include:

- Department of Hawaiian Home Lands (DHHL)
- County Planners
- Sea Grant Specialist
- Land Trusts

Beneficiaries from Kalama‘ula, Kapa‘akea, and Kamiloloa identified Homestead Managed Retreat, Restoration, and Relocation as a planning goal.

Beneficiaries in Kalama‘ula emphasized the importance of long-term residential planning with particular consideration for the aging population, noting a significant number of elderly residents currently living in flood-prone zones, such as Kūlana ‘Ōiwi. They recommended proactive engagement of kūpuna through door-to-door surveys to ensure relocation plans fully address their specific needs. Kalama‘ula uniquely proposed establishing buffer zones and green breaks around residential areas to reduce immediate hazards from wildfires and flooding, while relocation strategies are developed. Residents also highlighted the need for careful integration of cultural and historical preservation into relocation plans, ensuring that future residential developments inland maintain strong connections to cultural sites and traditional practices. Beneficiaries specifically recommended long-term (50-year) planning horizons, ensuring relocation actions align with anticipated climate change impacts and community demographics. Collaborative partnerships with organizations such as ‘Āina Momona were suggested to leverage resources for land banking, identifying suitable mauka lands for future residential development, and securing necessary funding for infrastructure development.

Beneficiaries from Kapa‘akea uniquely highlighted the need for comprehensive water quality and geological surveys to accurately assess current risks to existing residential structures and determine suitable, safer areas for relocation. The community specifically discussed implementing interim solutions for vulnerable homes, such as floating-floor houses or residential leases without permanent structures (pastoral uses), to immediately reduce flood risks. Beneficiaries also emphasized the need for clear decommissioning plans for properties vacated due to relocation, ensuring safe and sustainable transitions. Additionally, Kapa‘akea residents recommended integrating regulatory compliance into relocation planning, specifically referencing the mandated conversion of existing cesspools to septic systems by 2050. Education on relocation options and incorporating cultural knowledge into planning processes were

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emphasized as important steps in creating community acceptance and engagement in managed retreat planning.

Beneficiaries in Kamiloloa specifically expressed a strong interest in exploring inland (mauka) relocation options for residential lots currently situated in vulnerable coastal areas. They suggested that developing emergency evacuation roads could serve as an initial step toward broader managed retreat, eventually followed by the addition of critical infrastructure such as water and wastewater systems to support new residential lots. A distinctive recommendation from Kamiloloa was to consider innovative, resilient housing designs, such as dome-shaped houses that are fireproof and hurricane-resistant, as part of relocation planning. Beneficiaries emphasized the importance of creating clear incentives and economic opportunities, potentially involving coastal residents in restoration projects—such as planting economically viable species like blue agave—to encourage participation in the relocation process.

Makai Restoration

Beneficiaries identified several significant issues affecting the makai areas near Kalama‘ula, Kapa‘akea, and Kamiloloa. Primary concerns include fishponds filled with sediment, degraded nearshore water quality resulting from runoff, loss of wetlands due to agricultural activities or development, and invasive species overwhelming native habitats. To address these challenges, beneficiaries proposed the Makai Restoration project.

The Makai Restoration project involves creating a detailed restoration design plan to guide actions aimed at restoring and protecting coastal ecosystems. This includes removing invasive species and replanting with native coastal plants, restoring traditional fishponds to capture sediment runoff, and reconstructing coastal wetlands to enhance wildlife habitats and serve as buffers against flooding. Additionally, this project will coordinate closely with agricultural activities in the region to minimize runoff into the ocean, further improving nearshore water quality.

Implementation of the Makai Restoration project will be significantly informed by traditional ecological knowledge. Historically, Native Hawaiian practices included rotating seasonal restrictions (kapu) on harvesting fish and other marine resources, ensuring sustainable use and ecological balance. Fishpond restoration, an integral part of traditional Hawaiian land management, will also help filter sediment and nutrients from runoff, improving water quality. Wetland ecosystems were traditionally maintained and protected as vital components of the landscape, acting as natural buffers that protected nearshore ocean environments and habitats.

Key partnerships are critical to the success of the Makai Restoration project. Essential partners include:

- Hawai‘i Department of Aquatic Resources (DAR)
- University of Hawai‘i researchers
- Local community stewardship programs
- UH Sea Grant
- CoM Disaster and Shoreline Planner
- Sea Grant Specialist
- USACE

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- NOAA
- ONHR-DOI
- Ka Honua Momona
- Molokai Wetland Partnership
- Ka Ipu Makani
- Sustainable Coastlines
- Goodfellow Brothers

Beneficiaries from Kalamaʻula, Kapaʻakea, and Kamiloloa identified Makai Restoration as a planning goal.

In Kalamaʻula, beneficiaries specifically addressed the restoration of coastal ecosystems by focusing on mangrove removal, which is intended to reveal freshwater springs that historically fed local fishponds. Techniques such as strategic weed-whacking of mangrove roots were suggested to prevent further spreading. Kalamaʻula beneficiaries uniquely highlighted the importance of removing invasive marine algae (gorilla ogo) from shoreline areas and fishponds. They recommended partnerships with organizations like ʻĀina Momona and DLNR's Division of Aquatic Resources (DAR) to implement effective algae management strategies, including the use of seine nets or hiring specialized contractors. Beneficiaries also discussed restoring historical sites, including reconstructing or improving features like historic fishpond walls and the wharf, to enhance water circulation and ecological function.

The Kapaʻakea community uniquely prioritized the restoration and management of fishpond and wetland ecosystems as central to makai restoration efforts. Beneficiaries discussed the historical significance of Kapaʻakea Fishpond and highlighted its potential to support community food security through sustainable aquaculture practices. Removal and management of invasive mangroves were strongly recommended, with replacement by native coastal plants that effectively stabilize soil and prevent erosion. Beneficiaries identified the need for comprehensive water quality and hydrological surveys, emphasizing collaboration with Ka Honua Momona, Hui Mālama, and Pūlama for managing culturally significant wetland areas. Additionally, Kapaʻakea residents recommended formalizing agreements among local organizations, DHHL, DOT, and the County of Maui to implement effective drainage solutions to protect restored coastal and wetland habitats from flooding and contamination.

Beneficiaries from Kamiloloa homestead highlighted the importance of shoreline mitigation through vegetation restoration. They specifically recommended utilizing grass and coir rolls ("mesh bag rolls of seed starters") to stabilize shorelines, facilitate sediment movement, and provide natural protection against tsunami and wave events. A clear preference was given to native vegetation such as Milo, despite acknowledgment of its shedding seeds and pods. Beneficiaries also emphasized collaboration with Molokai Land Trust and bioengineering specialists to implement these restoration methods effectively.

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Workforce Development

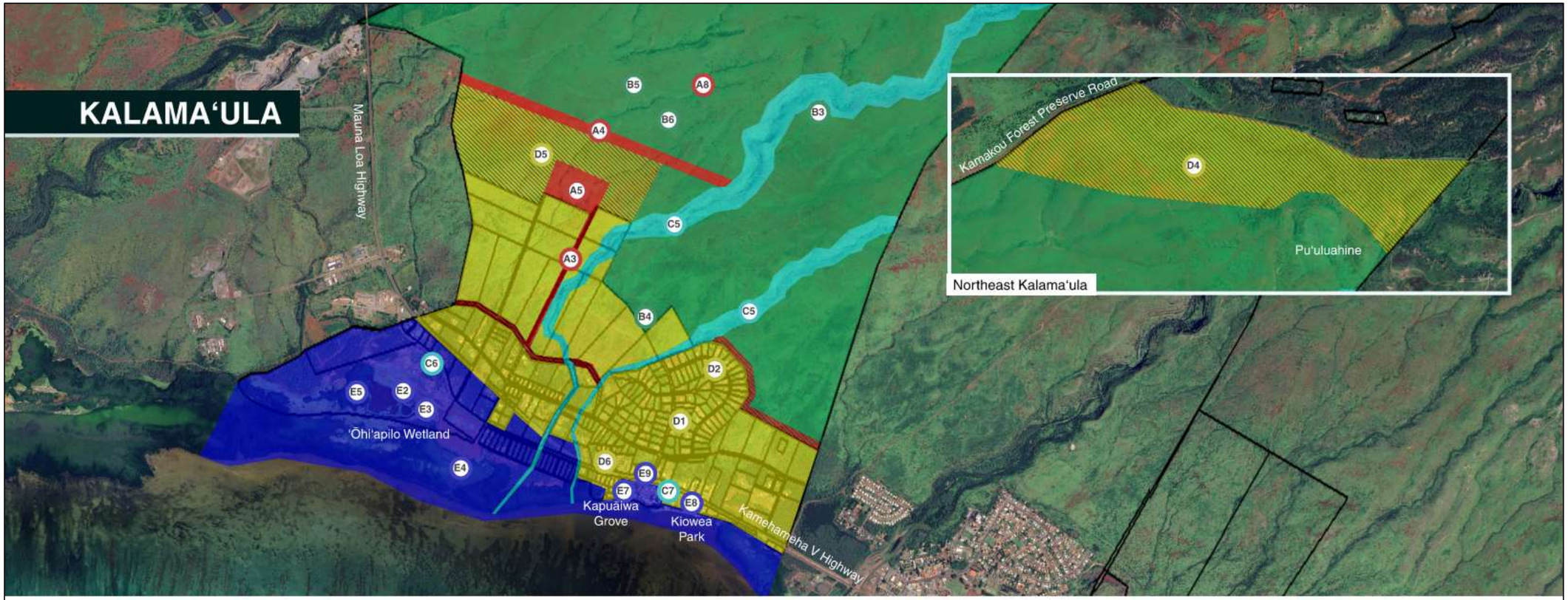
Workforce development is a core component of the MCH-CRP and central to the long-term success of building community resilience. The plan envisions DHHL beneficiaries as the primary stakeholders and implementers of the resilience strategies identified, reflecting a commitment to self-determination and community-led action. Through this approach, beneficiaries are not only participants in planning but also leaders in carrying the work forward. The plan emphasizes creating opportunities for beneficiaries to gain training, develop technical and cultural skills, and carry out the work themselves.

During consultation process for this plan, beneficiaries expressed a shared concern that too often, when projects are implemented on Moloka‘i, contracts and employment go to off-island companies, leaving limited benefits for local families. The MCH CRP responds to this by prioritizing investment in local capacity building and workforce training that generates income within the community, creates stable jobs, and strengthens the local economy. By empowering beneficiaries to do the work, the plan helps to build community capital, sustain livelihoods, and reinforce a culture of stewardship.

Summary Matrix

The Resilience Strategy Matrix serves as the core framework for organizing and presenting the recommended actions of the MCH-CRP. The matrix is organized by the five planning goals and is color coded for clarity. Each goal includes a set of resilience strategies that address specific challenges and opportunities identified through the community planning process. For each strategy, the matrix provides a brief summary of the actions involved, identifies key partners and collaborators, and outlines potential funding sources and cost estimates to guide future implementation. The spatial distribution of these strategies is illustrated in Figures 5-1 (Kalama‘ula), 5-2 (Kapa‘akea), and 5-3 (Kamiloloa), showing where projects are generally located within each homestead area. Strategies marked with an asterisk (*) are non-spatial in nature and represent actions that apply broadly across the entire ahupua‘a or community.

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A Emergency Evacuation and Public Safety

- A1 Pre-Disaster Emergency Response and Evacuation Plan*
- A2 Update DHHL Plans on Moloka'i
- A3 Emergency Evacuation Routes
- A4 Fire Break Construction
- A5 Evacuation Sites
- A6 Event Reporting and Documentation System
- A7 Water Delivery Technical and Feasibility Study*
- A8 Wildfire Detection Cameras

B Mauka Restoration

- B1 Mauka Restoration and Maintenance Plan*
- B2 Archaeological Inventory Survey*
- B3 Ikipuka Waihona Concept
- B4 Expand Plant and Food Nursery
- B5 Reduce Fuel Loads
- B6 Feral Animal Management Program

C Waterways and Drainage

- C1 Historical Hydrological Study*
- C2 Drainage Master Plan*
- C3 MOU for Drainageway Maintenance and Improvements*
- C4 Drainage Maintenance Training and Participatory Mapping Workshop*
- C5 Conduct Routine Maintenance of Water and Drainageways
- C6 Restore Springs
- C7 Study of Kulana Ōiwi Flooding

D Residential Hale Retrofits and Relocation

- D1 Adapt Structures and Systems
- D2 Maintain Home Ignition Zones
- D3 Vulnerability Assessments Survey*
- D4 Residential Restoration and Relocation Plan
- D5 Develop Kalamaula Mauka Ag Lots
- D6 Convert Cesspools

E Makai Restoration

- E1 Makai Restoration & Management Plan*
- E2 Nature-Based Coastal Protection Projects
- E3 Manage Invasive Species
- E4 Marine Ecosystem Restoration
- E5 Restore Ohi'apilo Wetland
- E6 Implement Special Area Plan for Malama Cultural Park**
- E7 Protect Kapuāiwa Coconut Grove
- E8 Maintenance for Kiowea Park
- E9 Maintenance for Kalaniana'ole Hall
- E10 Evaluate Impacts of Kaunakakai



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- E9 Maintenance for Kalaniana‘ole Hall
- E10 Evaluate Impacts of Kaunakakai Wharf

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
A1	Create a Pre-Disaster Emergency Response and Evacuation Plan*	-Department of Hawaiian Home Lands Planning Office (DHHL PLO) -Hawaiian Homestead Associations (HHAs) - Hawai‘i Wildfire Management Organization (HWMO)	-HHAs - DHHL Moloka‘i District Office (MDO) - DHHL Land Management Division (LMD) - DHHL Land Development Division (LDD) - Hawai‘i Emergency Management Agency (HIEMA) - Maui Emergency Management Agency (MEMA) - Molokai Emergency Opperations Center (EOC) HWMO	Short Term	- State or County/MEMA & HIEMA, HazMit funding - Hawai‘i Community Foundation (HCF) - Climate Impact Fee (Act 96) - HWMO - Federal Funding for Community Wildfire Protection Projects	DHHL	A Pre-Disaster Emergency Management Plan will identify risks, vulnerable populations, and emergency routes within each ahupua‘a. The plan will coordinate roles and responsibilities among DHHL, homestead associations, emergency services, and community volunteers. It will also incorporate culturally grounded approaches to preparedness, training, and communication. Key Components: - Assess population size, household needs, and vulnerable groups (kupuna, keiki, people with disabilities). - Include pets, vehicles, and transportation needs in evacuation planning. - Use GIS data from DHHL’s Kalama‘ula Road Assessment and other mapping resources. - Incorporate the plan into State and County Hazard Mitigation Plans for consistency. - Coordinate with Fire Department and HWMO Firewise Support Specialists serving Moloka‘i. - Clarify responsibilities and communication between agencies and homestead communities. - Encourage participation in CERT (Community Emergency Response Team) and NDPTC (National Disaster Preparedness Training Center) programs for homestead boards and volunteers. - Conduct regular workshops and exercises to strengthen preparedness and build leadership capacity.	Yes	$800,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
A2	Update DHHL Plans on Moloka‘I to incorporate Hazard Mitigation, Emergency Preparedness and Community Resilience Strategies*	- DHHL-PLO - Homestead Planning Liaison - Grants Specialist	HHAs	Short Term	- Hazard Mitigation grants - DHHL grants	DHHL	Update existing DHHL planning documents, including Moloka‘i General Plan, Island Plan, Regional Plans plans, and the Native Hawaiian Development Program Plan (NHDPP), to integrate hazard mitigation, emergency preparedness, and community resilience projects. This update will make resilience initiatives eligible for DHHL grants and provide local match funding opportunities for federal programs. Key Components: - Make resilience projects eligible for DHHL grant funding. - Position DHHL and homesteaders to leverage funds for implementation and future resilience stages.	Yes	$10,000
A3	Develop and Maintain Emergency Evacuation Routes	- DHHL PLO - DHHL Land Mananagement Division (LMD) - HWMO	- DHHL LMD - DHHL Molokai District Office (MDO) - DHHL Land Development Division (LDD) - HHAs - MEMA - Moloka‘i EOC	Short Term	- Wildfire Mitigation Funds - Firewise Community - Act 96 - Federal Emergency Management Administration (FEMA)	DHHL	Plan, improve, and maintain safe emergency evacuation routes connecting homestead communities to designated mauka evacuation areas. This strategy focuses on preparedness, wildfire mitigation, and maintenance of rural and undeveloped roads to improve emergency access. Key Components: - Assess existing road conditions within homestead areas to identify gaps in emergency access. - Designate and plan for a safe evacuation area, including next steps for preparedness and response. - Improve mauka access routes for wildfire mitigation and emergency response. - Clear and maintain parking and staging areas for residents during evacuation events. - Maintain and upgrade rural and undeveloped roads using context-sensitive methods that protect the landscape (e.g., “A Good Road Lies Easy on the Land – Water Harvesting from Low-Standard Rural Roads”).	Yes	$100,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
							- Coordinate with DHHL, County agencies, and homestead associations for maintenance and access management.		
A4	Fire Break Construction & Maintenance	- DHHL - County of Maui (CoM) Department of Transportation (DOT) - HHAs	- Moloka‘i Livestock Association (MHLA) - DHHL LMD	Short Term	-Act 96	DHHL	Establish and maintain fire breaks around residential lots and along the wildland–urban interface to protect homes and community infrastructure from wildfire. Regular clearing and maintenance will improve safety, access, and long-term fire resilience. Key Components: - Identify and map fire break locations around homestead communities and along mauka boundaries. - Clear and maintain vegetation to reduce wildfire fuel loads. - Create and maintain access routes for firefighting and emergency vehicles. - Implement a schedule for routine inspection and upkeep to keep fire breaks functional over time. - Coordinate with land managers and agencies for shared maintenance across adjoining lands. - Provide community training and stewardship opportunities for fire prevention and land management.	Yes	$2,500,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
A5	Develop Resilience Hubs or Evacuation Sites	- DHHL - HHAs	- MEMA	Mid Term	- FEMA - Act 96	HHAs	Establish new resilience hubs and evacuation sites in mauka areas, safely outside of flood and coastal hazard zones. These hubs will serve as community gathering centers year-round and become activated during disasters to provide emergency support and resources for homesteads. Key Components: - Update DHHL land use designation to “Community Use” to allow development - Identify and develop a mauka site for a resilience hub and evacuation area. - Equip hubs with back-up power, water, food storage, communication systems, and emergency supplies. - Serve dual purpose: community center during normal operations; evacuation and recovery site during disasters. - Host preparedness training, workshops, and community coordination meetings. - Incorporate community gardens or greenhouses to strengthen local food security. - Design facilities to be energy-efficient, climate-adapted, and culturally grounded.	Yes	$3,500,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
A6	Event Reporting & Documentation System*	- HHAs	- DHHL - MEMA - HIEMA	Short-term	- Act 96	HHAs	Develop an easy-to-use event reporting and documentation system for residents and homestead associations to record flooding, erosion, fire, or other hazard events. The system will help DHHL track recurring issues, improve maintenance and design, and strengthen community preparedness through education and data sharing. Key Components: - Create a simple reporting tool that records event details such as date, time, lot number, location, and description. - Develop an online dashboard to visualize data and metrics—showing reported events, maintenance responses, and trends over time. - Coordinate with DHHL’s PLO staff to manage data and track follow-up actions. - Establish clear procedures for residents and association boards to collect and submit reports. - Use aggregated data to identify priority areas for infrastructure maintenance, design improvements, and resilience planning. - Provide education on hazard awareness, response, and flood insurance options for older homestead communities. - Support transparent communication and collaboration between residents, association boards, and DHHL.	Yes	$100,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
A7	Water Delivery Technical and Feasibility Study	- DHHL Water Specialist - DHHL LDD - HHAs	State Department of Agriculture (DOA)	Mid Term	- HCF	DHHL	Conduct a technical and feasibility study to evaluate options for improving water delivery systems that support wildfire protection, agriculture, and residential needs in fire-prone ahupuaʻa. The study will assess the potential for a Molokaʻi Irrigation System (MIS) interconnection and new pump infrastructure above Kalamaʻula to supply ag water for fire mitigation and homestead lots. Key Components: - Complete a technical and engineering feasibility study to evaluate MIS interconnection and pumping alternatives. - Identify potential water sources and conveyance routes to supply mauka areas along fire breaks. - Support wildfire mitigation, residential fire protection, and mauka restoration through improved water access. - Assess costs, maintenance, energy requirements, and environmental impacts of system upgrades. - Coordinate with DHHL, DOA, Maui County, and community associations to align with existing water infrastructure plans. - Develop conceptual designs and funding pathways for future implementation.	Yes	$100,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
A8	Install Wildfire Dection Cameras	- DHHL - HHAs	MECO	Short Term	- FEMA - HWMO	HHAs	Install and expand a network of wildfire detection cameras to provide full visual coverage of the Moloka‘i south shore ahupua‘a. These cameras will support early fire detection, real-time monitoring, and rapid response to protect homesteads and natural resources. Key Components: - Install cameras at key mauka and makai locations to achieve full coverage across DHHL lands - Integrate cameras with machine learning and thermal imaging systems for automatic wildfire detection and alerting. - Connect to County, State, and DHHL emergency management systems for coordinated response. - Provide live feeds and alerts accessible to fire agencies and trained community partners. - Incorporate renewable power sources (e.g., solar with battery backup) for remote sites. - Support wildfire prevention, rapid response, and public safety. - Use data to inform long-term fire management and landscape restoration planning. alerts accessible to fire agencies and trained community partners. - Incorporate renewable power sources (e.g., solar with battery backup) for remote sites. - Support wildfire prevention, rapid response, and public safety. - Use data to inform long-term fire management and landscape restoration planning.	No	$800,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
B1	Develop Mauka Restoration & Maintenance Plan*	-HHAs	- DHHL	Mid Term	-Act 96 - NFWF	- HHAs	Prepare a comprehensive Mauka Restoration and Maintenance Plan to restore degraded upper slopes, reduce erosion, and improve watershed health within the Molokaʻi coastal homestead ahupuaʻa. The plan will use aerial imagery, LiDAR, and field assessments to identify high-priority areas for restoration, fencing, and long-term land management that supports fire prevention, drainage, and native ecosystem recovery. Key Components: - Use aerial imagery and LiDAR analysis to map erosion hotspots, drainage corridors, and sediment pathways. - Develop a land management plan by ahupuaʻa for fire suppression, prevention, and fuels management. - Identify and design riparian buffer strips and restoration zones using native and drought-tolerant plants. - Plan for irrigation systems and fencing to protect reforestation and agroforestry areas. - Conduct biological and soil assessments to guide site-specific restoration design. - Provide workforce opportunities and define community employment needs for plan implementation: - Strengthen collaboration between homesteaders, DHHL, and partner agencies for long-term stewardship. - Integrate TEK with scientific monitoring for adaptive management.	Yes	$800,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
B2	Conduct Archaeological Inventory Survey for Ahupua‘a*	- DHHL	- HHAs	Mid-Term	- OHA	DHHL	Complete an archaeological reconnaissance survey of DHHL mauka lands to identify and document historic and cultural sites. This proactive survey will support cultural resource protection and help streamline future restoration or infrastructure projects that may require State (HRS 6E) or Federal (Section 106) Historic Preservation review. Key Components: - Conduct field surveys to identify and map historic properties and cultural sites. - Evaluate each site’s integrity and significance. - Prepare documentation to register eligible sites with the State or National Register of Historic Places. - Develop management recommendations to protect and steward identified sites. - Use findings to streamline environmental review and permitting for future resilience projects. - Collaborate with cultural practitioners, lineal descendants, and the State Historic Preservation Division (SHPD).	Yes	$200,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
B3	Implement Kipuka Waihona Concept	- HHAs	- DHHL	Mid-Term	- NWFW - HCF	HHAs	The Kīpuka Waihona Concept combines Hawaiian ecological knowledge with practical land management. The word kīpuka refers to an “island” of life that remains within a lava flow. In this plan, it symbolizes small, fenced “islands of renewal” established along eroded ravines to restore native ecosystems, reduce erosion, and build long-term resilience. Key Components: - Construct small, fenced kīpuka restoration nodes at strategic mauka locations rather than fencing entire ravines. - Replant each site with native dryland and riparian species to stabilize soils, slow runoff, and restore forest structure. - Integrate vegetated swales and small reservoirs to slow and capture stormwater, recharge soil moisture, and support reforestation. - Test and cultivate native, drought-tolerant, and animal-resistant species that can withstand Moloka‘i’s dry conditions and ungulate pressure. - Remove kiawe and other invasive plants and replace them with resilient native vegetation. - Use each kīpuka as a seed source, wildlife refuge, and outdoor learning site for stewardship and education. - Create a network of restored sites that can be expand over time as funding becomes available. - Employ homesteaders in restoration work to build community capacity and local economic opportunity.	Yes	$1,500,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
B4	Expand Plant and Food Nursery	- HHAs	- DHHL LMD - DHHL PLO	Short Term	-Act 96	HHAs	Expand the existing Kalama‘ula Nursery into a larger hub for native plant cultivation, food security, and community education. The nursery will support native ecosystem restoration, provide plants for reforestation and landscaping, and promote sustainable agriculture and cultural practices. Over time, the facility can evolve into a Resilience Food Hub, integrating plant propagation with food production and training programs. Key Components: - Expand the Kalama‘ula Native Plant Nursery to increase capacity for propagation of native, drought-tolerant, and culturally significant species. - Support mauka and makai restoration projects by supplying native plant materials. - Develop partnerships with schools, farmers, and conservation groups to expand education, workforce training, and community involvement. - Grow plants that support habitat restoration, food security, and traditional practices such as weaving, medicine, and ceremony. - Integrate food crops, greenhouses, and composting systems to build a self-sustaining Resilience Food Hub. - Offer hands-on education programs in native plant care, nursery management, and agroforestry. - Provide seedlings for community gardens and homestead landscaping to enhance biodiversity and reduce wildfire risk.	Yes	$25,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
B5	Reduce Fuel Loads	- HHAs	- DHHL - Molokai Fire Department - Maui County Fire Prevention Office - MHLA - DLNR DOFAW	Short Term	- USDA – Natural Resources Conservation Service (NRCS) - Environmental Quality Incentives Program (EQIP) - HWMO) - FEMA) – Pre-Disaster Mitigation Grants US Forest Service – Community Wildfire Defense Grant (CWDG)	- HHAs	Implement active, long-term land management to remove invasive species and reduce wildfire fuel loads across mauka and coastal areas. This strategy may include controlled or prescribed burns conducted in partnership with cultural practitioners and fire experts to restore native ecosystems, protect homes, and reduce the risk of catastrophic wildfires. Key Components: - Develop and implement a fuel management plan for high-risk mauka and wildland–urban interface areas. - Conduct controlled burns in coordination with fire professionals and cultural practitioners to safely reduce hazardous vegetation. - Integrate Native Hawaiian cultural fire management practices rooted in traditional ecological knowledge. - Remove invasive grasses, shrubs, and kiawe that increase fire intensity and spread. - Promote regrowth of native vegetation to improve soil health, watershed function, and habitat quality. - Establish ongoing maintenance schedules and monitoring to sustain reduced fuel loads over time. - Build local workforce capacity in fire management, land restoration, and monitoring.	Yes	$500,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
B6	Feral Animal Management Program	- HHAs -DHHL	- Molokai Hunting Club (MHD)	Short-Term	- EQIP - HCF	- HHAs	Develop and implement a coordinated program to manage populations of feral deer, pigs, and other ungulates that threaten forest health, agriculture, and community safety. The program will be built on collaboration between DHHL, hunters, and local agencies to create a balanced, culturally grounded approach to land stewardship and resource management. Key Components: - Conduct a planning and assessment process within DHHL lands to define management zones and population targets. - Review and integrate existing data from the Moloka‘i Hunting Club, State of Hawai‘i DLNR–Division of Forestry and Wildlife (DoFAW), and other partners. - Develop a comprehensive management plan that includes population control, fencing priorities, and restoration linkages. - Coordinate with local hunters and beneficiaries to establish designated hunting areas and sustainable harvest protocols. - Implement monitoring systems to track population trends and ecosystem impacts. - Reduce damage to native vegetation, restoration sites, and agricultural areas caused by overgrazing and rooting. - Support community participation and training in wildlife management, monitoring, and safety practices. - Promote holistic, culturally informed stewardship integrating modern wildlife science and traditional knowledge.	Yes	$200,000-$500,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
C1	Conduct Historical Hydrological Study	- DHHL - USGS	- HHAs - DLNR Commission on Water Resource Management (CWRM) - University of Hawai‘I (UH) Richardson School of Law, - OHA - Cultural Practitioners & Kupuna Council	Short-term	-USGS	DHHL	Undertake a comprehensive Historical Hydrological Study to document past and present water flow patterns, including historic diversions, springs, and stream networks across the ahupua‘a. This study will establish a scientific and cultural baseline for future watershed restoration, groundwater management, and climate resilience planning. Key Components: - Conduct research on historical and current water flow systems, including streams, springs, diversions, and irrigation channels. - Map and assess historic and existing springs and waterways to understand hydrologic change over time. - Develop a baseline dataset to guide mauka restoration, reforestation, and water management strategies. - Collaborate with DLNR, CoM, and other agencies in coordination with CoM’s Moloka‘i Water Use Development Plan. - Request USGS partnership to conduct hydrologic modeling and monitoring. - Reference existing studies such as the USGS Assessment from Kawela and the USGS 3D Model of the Kualapu‘u Aquifer. - Engage DHHL’s Water Resource Management Specialist to lead coordination, data management, and integration with DHHL planning. - Incorporate both traditional knowledge and scientific data to identify opportunities for spring restoration and sustainable water use.	Yes	N/A, defer to USGS

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
C2	Develop a Drainage Master Plan	- HHAs - DHHL	- CoM - United States Army Corps of Engineers (USACE)	Short-Term	- HCF	DHHL	Prepare a comprehensive Drainage Master Plan for the entire ahupua‘a to address chronic flooding, erosion, and sedimentation issues. The plan will integrate traditional and modern watershed management approaches to improve drainage infrastructure, protect homes and roads, and restore natural water flow from mauka to makai. Key Components: - Assess existing drainage systems, including canals, culverts, and ravines, to identify maintenance and capacity issues. - Map natural drainage pathways and areas of sediment buildup or flood risk. - Incorporate nature-based solutions such as vegetated swales, sediment traps, and restored wetlands. - Coordinate drainage planning across all three homestead communities to manage stormwater collectively by ahupua‘a. - Develop design standards and maintenance schedules for long-term performance and resilience. - Align with County and DHHL infrastructure planning, integrating recommendations into future capital projects. - Include community education and workforce opportunities for maintaining and monitoring drainage systems. - Reduce flooding risks to residential areas, roads, and nearshore ecosystems while improving water quality and aquifer recharge.	Yes	$800,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
C3	Develop MOU for Drainageway Maintenance and Improvements	- DHHL PLO - DHHL LMD	- CoM - Hawai‘I DOT - HHAs	Short-Term	- Act 96	DHHL PLO	Establish a Multi-Agency Memorandum of Understanding (MOU) between DHHL, the County of Maui (CoM), and the Hawai‘i Department of Transportation (DoT) to coordinate drainageway maintenance and improvements. This partnership will create consistent protocols for cleaning and maintaining streams, culverts, and ravines to reduce flooding risks and protect homestead communities. Key Components: - Develop a formal MOU between DHHL, CoM, and DoT to clarify responsibilities and maintenance schedules for shared drainage systems. - Coordinate routine inspection, cleaning, and repair of streams, culverts, and drainage channels to prevent sediment buildup and overflow. - Conduct GIS mapping to document drainageway locations, easements, and right-of-way ownership across agencies. Align drainage management activities with DHHL leases and parcels for coordinated access and maintenance. - Establish clear communication procedures and contact lists for emergency and non-emergency maintenance needs. - Integrate Homestead Associations into the coordination process for reporting, monitoring, and local oversight. - Improve flood prevention, protect infrastructure, and strengthen agency-community collaboration.	No	$90,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
C4	Drainageway Maintenance and Participatory Mapping Workshops	- HHAs	- DHHL - State DOT - CoM	Short-Term	- DHHL Grants	DHHL-PLO	Host a series of community workshops to educate beneficiaries about drainageway maintenance, flooding risks, and nature-based solutions. These participatory mapping sessions will empower residents to identify problem areas, collect data, and take part in ongoing drainage management and restoration efforts across the Moloka‘i homestead ahupua‘a. Key Components: - Conduct hands-on workshops to teach beneficiaries about proper drainageway maintenance, sediment removal, and vegetation management. - Facilitate participatory mapping to document flooding areas, clogged culverts, and potential sites for nature-based drainage improvements. - Integrate citizen science approaches for data collection and monitoring of stormwater and erosion conditions. - Encourage community stewardship through regular clean-up events and shared maintenance efforts. - Explore and design nature-based solutions such as vegetated swales, bioswales, and sediment traps in appropriate areas. - Collaborate with DHHL, County of Maui, and partner organizations to support training, materials, and data integration. - Build community capacity and awareness for long-term stormwater and watershed management.	Yes	

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
C5	Conduct Routine Maintenance of Water and Drainageways	- HHAs	- DHHL - COM - DOT - USACE - MHLA	Short Term	- NFWF		Regular maintenance of drainage canals, ravines, culverts, and waterways helps reduce flooding and sediment buildup that threaten homes, roads, and coastal ecosystems. This strategy strengthens community resilience by restoring natural water flow, reducing blockages, and protecting downstream areas and nearshore waters from erosion and pollution. Key Components: - Establish coordinated maintenance schedules for all drainage systems. - Remove sediment, debris, and invasive vegetation from canals and culverts. - Stabilize eroding banks with native vegetation and nature-based methods. - Train community members in safe maintenance practices and monitoring.	Yes	$800,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
C6	Restore Springs	HHAs	DHHL	Mid-Long Term	-Act 96 -NFWF-NCRF - OHA	HHAs	Restore and reactivate traditional and existing springs within the Moloka‘i coastal homestead ahupua‘a to improve water flow, cultural connection, and ecosystem health. Pending necessary permits and approvals, this work will reopen blocked springs, reconnect them to traditional waterways, and revitalize them as cultural and educational sites for the community. Key Components: - Identify and map traditional and existing spring sites using aerial imagery, archival research, and ‘ohana mo‘olelo. - Remove overgrowth, sediment, kiawe, and mangroves that block or alter natural spring flow. - Reconnect springs to fishponds, wetlands, and traditional ‘auwai (irrigation ditches) to restore natural hydrology. - Reestablish springs as cultural and educational spaces for intergenerational learning and community stewardship. - Monitor water quality, flow, and ecological response over time. - Collaborate with the County of Maui Planning Department and regulatory agencies for compliance with: • Hawai‘i State Water Code • USACE Section 401 & 404 Clean Water Act permitting. - Support native habitat restoration and groundwater recharge while honoring traditional water management practices.	Yes	$1,200,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
C7	Conduct a Study of Kūlana ‘Ōiwi Drainage and Flooding Impacts	- DHHL - HHAs	- CoM Public Works - MEMA	Mid-Term	- HCF - OHA - FEMA - USACE	DHHL	Undertake a focused hydrological study of Kūlana ‘Ōiwi to understand how stormwater runoff and drainage patterns affect neighboring homestead lots. The study will identify causes of localized flooding, model water flow during storm events, and recommend solutions that integrate with island-wide flood prevention and drainage improvement strategies. Key Components: - Conduct hydrological flow mapping during major rain and storm events to understand drainage dynamics around Kūlana ‘Ōiwi. - Assess impacts to adjacent homestead properties, including flooding depth, duration, and flow direction. - Identify infrastructure or design factors at Kūlana ‘Ōiwi that may exacerbate flooding in surrounding areas. - Develop recommendations for drainage improvements or redesign, such as grading adjustments, stormwater detention, or green infrastructure. - Integrate findings with the broader Drainage Master Plan and flood prevention strategies for the Moloka‘i coastal homestead region. - Collaborate with DHHL, County of Maui, and local residents to share data and identify community-led solutions. - Support long-term planning for resilient land use and infrastructure design that reduces flood risk to homestead communities.	Yes	$600,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
D1	Adapt Structures and Systems to Better Withstand Coastal Hazards	HHAs	- DHHL - NDPTC - HWMO	Short-Term	- DHHL - OHA - Act 96 - HWMO	HHAs	Improve the physical resilience of homes and infrastructure in coastal areas to reduce vulnerability to flooding, erosion, fire, and storm impacts. Efforts include retrofitting and hardening existing structures, promoting community awareness through assessments and workshops, and leveraging partnerships with expert organizations. Key Components: - Retrofit Homes. Elevate, harden, and protect residential structures to withstand coastal and storm-related hazards. - Partnership with HWMO for Firewise Home Assessment Program. Conduct home assessments to identify vulnerabilities and provide recommendations for fire and hazard resilience. - Host sessions for lessees using Hwang’s “Homeowner’s Handbook to Prepare for Natural Hazards” to build knowledge of hazard mitigation techniques. - Request a Molokai-based workshop by UH Sea Grant to share best practices for coastal resilience and hazard adaptation.	Yes	$1,000,000
D2	Maintain Home Ignition Zones	- HHAs	- HWMO	Short-Term	- HWMO	HHAs	Reduce wildfire risk to residential homesteads by actively maintaining Home Ignition Zones through vegetation management, fuel reduction, and fire-safe landscaping. Encourage residents to create defensible space around homes and practice regular upkeep to prevent ignition and fire spread. Key Components: - Partner with HWMO to hold workshops and demonstrations. - Maintain buffer zones around homes to create defensible space. - Manage and reduce fire fuels near residential structures. - Use appropriate, fire-resistant plants and landscaping techniques.	Yes	$500,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
							- Educate residents on ongoing maintenance and wildfire preparedness.		
D3	Conduct Vulnerability Assessments Survey	- HHAs - DHHL	- NAHASDA	Short-term	-Act 96 - HWMO:	DHHL	Assess the vulnerability of homes and properties to coastal, flood, and wildfire hazards by conducting comprehensive surveys within each ahupua’a. Gather data on structural conditions, environmental risks, and household characteristics to guide future resilience investments and hazard mitigation planning. Key Components: - Survey home conditions including age, building materials, construction type, and location. - Evaluate exposure to hazards such as wildfire, Special Flood Hazard Areas (SFHA), and shoreline erosion. - Document socioeconomic factors such as demographics and household income. - Identify cesspool locations and conditions, noting overflow risk during king tides or proximity to water sources. - Secure funding for Homestead Association Coordinator positions per ahupua’a to manage and oversee survey efforts. - Employ two beneficiary contractors per ahupua’a to conduct the Vulnerability Assessment Survey.	Yes	$60,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
D4	Create a Ahupua’a Residential Hale Restoration/Relocation Study	- DHHL	- HHAs	Short-term	-Act 96	DHHL	Conduct a coordinated study to guide the restoration, retrofitting, or relocation of homes within each ahupua’a to reduce exposure to chronic flooding, sea level rise, and coastal erosion. Use findings to inform the Molokai Island Plan Update (2026) and direct future homestead growth toward safer, less hazard-prone areas. Key Components: - Identify residential areas vulnerable to flooding, sea level rise, and erosion. - Consult beneficiaries to guide planning, identify culturally and environmentally appropriate relocation sites, and prioritize community needs. - Explore managed retreat options and relocation opportunities for at-risk homes. - Develop assistance programs for beneficiaries to retrofit and protect existing homes. - Align recommendations with the 2026 Molokai Island Plan Update to support resilient land use and housing decisions.	Yes	$800,000
D5	Develop Kalama’ula Mauka Agriculture Lots	- DHHL	- Lot Awardees	Mid Term	-Act 96	DHHL	Plan and implement the development of new agricultural lots in Kalama‘ula Mauka to expand homestead opportunities and support local food production. Complete all planning, design, and compliance steps necessary to ensure sustainable and legally compliant development with essential infrastructure in place. Key Components: - Prepare a Master Plan and subdivision design for the Kalama‘ula Mauka Agriculture Lots. - Complete an Environmental Assessment in compliance with HRS Chapter 343. - Obtain County subdivision approval and necessary permits. - Provide essential infrastructure including roads, drainage systems, and water service to support agricultural use and homestead development.	Yes	$5,500,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
D6	Convert Cesspools	- DHHL - HHAs	- Lessees	Mid Term	EPA Closing America's Wastewater Access Gap (CAWAG) - technical assistance. Clean Water State Revolving Fund (CWSFR) - funding for conversion. -Act 96/DHHL-CAT Projects Pg. 2, Project #2 Strengthen Hawaiʻi Homes Program, Statewide -SRF Clean Water State Revolving funds– DHHL working on with EPA (Timeline: Mid 2026 ETA-Waianae Valley as Priority Pilot Project, MCH-CRP can used to advocate for future priority project)	DHHL	Reduce water contamination and improve public and environmental health by converting existing cesspools to approved septic or alternative individual wastewater systems. Prioritize conversions in high-risk areas identified by the Hawaiʻi Cesspool Prioritization Tool and ensure alignment with county and state standards. Key Components: - Convert cesspools to septic systems or other approved alternative wastewater systems. - Prioritize Southshore Molokai, designated as a Priority 1 area in the Hawaiʻi Cesspool Prioritization Tool. - Reference the list of approved wastewater systems in the Maui County Code for compliance. - Align implementation with the Molokai Cesspools Conversion Study (2023) to ensure consistency with existing plans and data.	No	$5,000,000

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#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
E1	Develop a Makai Restoration & Management Plan	- HHAs - DHHL	- Ka Honua Momona, - Molokai Land Trust - ʻĀina Momona - DAR - UH Sea Grant	Mid Term	- NWFW National Coastal Resilience Fund	DHHL	Create a comprehensive plan to restore and manage shoreline areas through culturally grounded and ecologically sound practices. The plan will identify priority restoration sites, integrate traditional ecological knowledge with modern coastal science, and strengthen stewardship partnerships to protect and enhance coastal ecosystems. It will also serve as a foundation for future implementation, funding, permit approvals, and community engagement efforts. Key Components: - Identify priority shoreline areas for restoration and management. - Provide education on native and cultural-based shoreline restoration methods (e.g., dry stack walls, native planting). - Establish and maintain Makai Community Use Areas through coordinated planning and upkeep. - Partner with Homestead Associations and beneficiary-led businesses for stewardship activities. - Assess shoreline erosion, sedimentation, and invasive species impacts. - Plan for the removal of invasive species (e.g., mangrove, gorilla ogo). - Restore native coastal vegetation such as pōhuehue and ʻakiʻaki. - Reconnect and enhance fishponds, wetlands, and freshwater springs. - Include culturally appropriate access paths, interpretive signage, and stewardship zones. - Use the plan as a foundation for future restoration projects, funding applications, and volunteer engagement..	Yes	$800,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
E2	Implement Nature-Based Coastal Protection Projects	- HHAs	- DHHL	Mid-Term	- NOAA Habitat Conservation or Coral Reef Conservation Program -Act 96 - OHA - HCF	HHA's	Protect and enhance coastal areas by implementing nature-based solutions identified in the Makai Restoration and Management Plan (E1) and the South Molokai Shoreline Erosion Management Plan. These projects will use natural systems and culturally grounded practices to reduce erosion, buffer storm impacts, and restore coastal resilience. Key Components: - Carry out restoration and protection actions identified in the Makai Restoration and Management Plan (E1). - Implement priority projects from the SM-SEMP - Utilize nature-based solutions such as native vegetation restoration, dune stabilization, and wetland enhancement. - Incorporate TEK and community stewardship in project design and implementation. - Monitor project effectiveness to inform adaptive management and long-term coastal resilience.	Yes	$2,200,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
E3	Invasive Species Removal & Management	- HHAs - DHHL	- Molokai Limu Hui, - KHM, - Molokai Land Trust - UH Sea Grant, Molokai Wetland Partnership	Short Term	- OHA - Hawai‘i Invasive Species Council (HISC) - National Fish and Wildlife Foundation (NFWF) - HCF - NOAA Coral Reef Conservation Program - Molokai Limu Hui	HHAs	Remove and manage invasive plant and marine species that threaten Moloka‘i’s coastal and terrestrial ecosystems. This strategy emphasizes collaborative, community-driven efforts to restore native habitats, reduce wildfire risks, and promote the return of native vegetation and limu along the shoreline. Key Components: - Collaborate with Moloka‘i Limu Hui and other local partners on coordinated invasive species removal. - Conduct site surveys to map infestation levels of invasive species such as gorilla ogo, mangrove, and kiawe. - Develop a community-friendly removal plan detailing tools, tides, timing, and safety practices. - Coordinate with local and state experts to apply effective, environmentally sound removal techniques. - Reintroduce native coastal plants (e.g., pōhuehue, ‘aki‘aki) in restored areas. - Engage community volunteers in hands-on removal, education, and stewardship activities. - Monitor shoreline and ecosystem recovery, including native limu population health. - Prioritize kiawe removal in both coastal and wildfire-prone zones to reduce hazards and restore native vegetation.	Yes	$160,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
E4	Marine Ecosystem Restoration	- HHAs - DHHL	- Ka Honua Momona - ‘Āina Momona - UH Sea Grant / Coral Resilience Lab - KIM	Short to Long	- NOAA Coral Reef Conservation Program - NFWF - OHA - HCF	HHA’s	Restore and protect Molokai’s nearshore marine ecosystems through community-led, culturally informed, and science-based actions. This strategy focuses on improving reef health, supporting native marine species, and integrating traditional stewardship practices to ensure long-term ecosystem resilience and sustainable use. Key Components: - Assess current reef health, including coral, fish, and limu populations, to identify key restoration zones. - Remove invasive marine species (e.g., gorilla ogo) that threaten native habitats. - Restore native limu beds and promote sustainable limu harvesting practices. - Reintroduce and protect native coral, urchins, fish, and limu species. - Incorporate traditional management practices such as kapu seasons and kilo (observation) to guide stewardship. - Conduct community-led snorkel surveys, water quality testing, and marine education programs. - Include Kilo i Moana (KIM) assessment of coastal springs as part of the Molokai Island Plan to link freshwater and marine ecosystem health.	Yes	$350,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
E5	Restore Ohi‘apilo Wetland	DHHL	HHAs	Mid-Term	- Act 96 - PI-CASC - NFWF	DHHL	Restore and enhance the ‘Ohi‘apilo Wetland to improve ecosystem health, water quality, and habitat for native species. This strategy builds on prior hydrological research and partnerships to guide restoration efforts, promote long-term stewardship, and strengthen community connection to this important cultural and ecological site. Key Components: - Review hydrological studies conducted by the Molokai Wetland Partnership under PI-CASC funding (2025). - Improve water quality through natural filtration, hydrological restoration, and invasive species management. - Remove invasive plants and animals to restore native wetland habitat. - Enhance public access and install educational and cultural signage. - Establish long-term stewardship programs involving local organizations and beneficiaries. - Create funded positions for maintenance and ongoing monitoring of wetland health.	Yes	$500,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
E6	Implement Special Area Plan for Malama Cultural Park	- Park Stewards	- DHHL	Mid-Term	- OHA Grants - DLNR Kaulunani Urban & Community Forestry Grants - Hawai‘i Community Foundation (HCF) - HTA (Hawai‘i Tourism Authority) – Kūkulu Ola or Aloha ‘Āina - National Park Service – Tribal Heritage or Historic Preservation Grants - DHHL Capital Improvements or Site Management Funding	Park Stewards	Carry out the restoration and improvement projects outlined in the Mālama Cultural Park Special Area Plan (MCP-SAP), adopted by the Hawaiian Homes Commission on July 18, 2022. This strategy focuses on enhancing the park’s cultural, ecological, and community value through environmental restoration, infrastructure upgrades, and public engagement features. Key Components: - Restore the coastal environment and wetland areas within the park. - Enhance the vegetated berm to strengthen natural buffers and improve aesthetics. - Install fencing, welcome signage, and interpretive exhibits to support visitor safety and education. - Construct an elevated walkway or boardwalk with wayside exhibits highlighting cultural and natural features. - Maintain and improve the Mālama platform for community and cultural use. - Demolish the dilapidated jailhouse and replace it with a new comfort station. - Develop a covered pavilion or visitor center for gatherings, education, and stewardship activities. - Implement native landscaping and remove invasive species (e.g., mangrove, pickleweed, gorilla ogo). - Upgrade utilities, improve parking areas, and conduct soil remediation where needed. - Support ongoing maintenance and stewardship to ensure the park remains safe, accessible, and culturally vibrant.	Yes	$5,000,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
E7	Protect Kapuāiwa Coconut Grove	- DHHL - HHAs	- Ka Honua Momona - Molokai Land Trust - MoMISC, - DLNR/DOFAW - UH CTAHR / UH Extension - MWP	Short-term	- HISC - OHA - USDA Forest Service HCF - DLNR – Kaulunani Urban and Community Forestry Program	HHAs	Preserve and restore the historic Kapuāiwa Coconut Grove by improving tree health, preventing pest infestations, and ensuring long-term cultural and environmental stewardship. This strategy emphasizes proactive pest management, soil and water care, and community involvement to safeguard one of Molokai’s most significant cultural landscapes. Key Components: - Monitor and treat coconut trees affected by mites, disease, or other health threats. - Establish early detection and response protocols for Coconut Rhinoceros Beetle (CRB) prevention. - Improve soil quality and irrigation to support the long-term vitality of the grove. - Develop a comprehensive pest prevention and management plan for coconut and other native trees. - Engage the community in cultural restoration, education, and stewardship activities. - Install fencing around the grove to manage access and address safety and liability concerns.	Yes	$60,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
E8	Provide Long-Term Maintaince of Kiowea Park	- HHA	- DHHL MDO - HHA-Licensee	Short Term	- OHA Grants - DLNR Kaulunani Urban & Community Forestry Grants - HCF - HTA Kūkulu Ola or Aloha ‘Āina - National Park Service – Tribal Heritage or Historic Preservation Grants - DHHL Capital Improvements or Site Management Funding	HHAs	Enhance and sustain Kiowea Park through ongoing maintenance, habitat restoration, and community stewardship. This strategy supports cultural access, recreation, and environmental resilience by restoring native ecosystems, improving facilities, and ensuring the park remains a safe and welcoming community space. Key Components: - Restore native vegetation and stabilize the shoreline to prevent erosion. - Remove invasive species such as kiawe and manage overgrowth. - Improve park infrastructure, including bathrooms, benches, signage, and utilities. - Redesign and plan upgrades for the park’s bathroom facilities. - Install fencing to address safety and liability concerns. - Promote community-led maintenance, stewardship, and cultural education activities. - Utilize secured grant funding to complete the kitchen in the pavilion.	Yes	$2,000,000
E9	Provide Long-Term Maintenance for Kalaniana‘ole Hall	- DHHL	- HHAs - Licensee - Contractor	Short Term	- Act 88, SLH 2021, as amended by Act 248, SLH 2022,	DHHL	Stabilize and maintain Kalaniana‘ole Hall to preserve its structural integrity and cultural value while long-term plans are developed collaboratively with the community. This strategy ensures the building remains safe and secure until future restoration or reuse decisions are made through beneficiary consultation. Key Components: - Stabilize the existing structure to prevent further deterioration. - Install fencing around the site to ensure safety and manage liability. - Conduct regular maintenance and monitoring of the building’s condition. - Hold community meetings with beneficiaries to determine long-term plans for restoration, use, or redevelopment.	Yes	$1,500,000

#	Mitigation Strategies	Primary Responsible Entity/ies	Secondary Responsible Entity/ies	Timeline	Funding possibilities/Co-benefits (*)/Costing	Funding Main Applicant	Details	Workforce Development	Cost Estimates
E10	Evaluate Shoreline and Ecological Impacts of Kaunakakai Wharf	- DHHL - USACE - Hawai‘I DOT - CoM	- UH Sea Grant / UH WRRC	Mid-Term	- OHA - HCF - Pacific Islands Climate Adaptation Science Center (PI-CASC)	DHHL	Conduct a comprehensive assessment of the Kaunakakai Wharf to understand its long-term ecological and hydrodynamic impacts on the surrounding shoreline and marine environment. This strategy will combine scientific study with traditional knowledge to evaluate changes to currents, sediment flow, and habitat conditions, informing future restoration and management decisions. Key Components: - Examine how the wharf has altered shoreline currents, sediment transport, and erosion/sedimentation patterns. - Assess impacts on fishpond functionality, freshwater spring flow, and overall marine habitat health. - Evaluate effects on limu and fish populations, as well as water quality and turbidity. - Conduct site observations of areas west of the wharf, including clean sand zones and mangrove-influenced areas, to understand current dynamics. - Perform historical reviews and document traditional knowledge sources (e.g., Henry Paleka and other community historians). - Engage with kūpuna, shoreline residents, and local fishermen to incorporate community observations and cultural perspectives.	Yes	$1,200,000

Chapter 6: Community-Based Implementation Strategy

The Homestead Associations and beneficiary organizations will play a crucial role in implementing the identified priority projects. By involving the community in decision-making and execution, the projects become a collective effort, strengthening community bonds and fostering a sense of pride and responsibility.

Beneficiaries interested in actively participating in the projects and taking ownership of the designated lands may apply for a land disposition from the DHHL Land Division. This application process requires beneficiaries to articulate their commitment to the long-term care and preservation of the identified areas.

Within the application, beneficiaries are expected to outline their plans for funding and executing stewardship activities in perpetuity. This includes detailing the financial resources, skills, and strategies they intend to employ to ensure the sustained success of the projects.

Recognizing that not all projects can solely rely on volunteer efforts, DHHL actively encourages collaboration. To facilitate this, DHHL is committed to assisting beneficiaries in securing financial support. This support goes beyond traditional volunteerism, recognizing the need for beneficiaries to receive compensation for their significant contributions. Understanding the importance of providing a living wage to those engaged in stewardship activities, DHHL aims to make restoration and preservation efforts economically viable for the local community.

Ongoing collaboration is integral to the success of these initiatives, ensuring that the projects remain community-driven and aligned with the values and needs of the beneficiaries. Regular communication, feedback sessions, and collaborative decision-making will be fundamental components of the ongoing stewardship.

In essence, DHHL envisions beneficiaries not merely as participants but as leaders in the long-term stewardship of their land. The goal is to empower the community to take charge of these initiatives, creating a sustainable and resilient future for Molokai where the people actively contribute to the restoration and preservation of their island.

DRAFT

PLANNING OFFICE

G-3 For Information Only

Presentation on Formerly Used Defense Sites (FUDS) Various locations, Maui, Hawai‘i.

HAWAIIAN HOMES COMMISSION COMMUNITY MEETING
NOVEMBER 17, 2025

KIHEI ARTILLERY RANGE
FORMERLY USED DEFENSE SITE (FUDS)

Update as of:
7 November, 2025



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AGENDA

- Introductions
- Location/History
- CERCLA Process and FUDS facts
- Preliminary Assessment Results
- Current Status
- Questions

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KIHEI ARTILLERY RANGE FUDS



LOCATION:
Kihei Artillery Range consists of 17,505 acres on the Island of Maui, Hawaii. This property lies on lands east of Kihei near the west coast of Maui. The site is approximately eight miles long (north to south) and up to four miles wide (east to west).

HISTORY:
1942: The Army secured access to properties for military use through real estate agreements.

Late 1943: Marines arranged with the Army to utilize training facilities, including Haleakala Ranch and H.W. Rice property.

Early 1944: Joint Army-Marine agreements established artillery training, impact zones, and fortified combat training areas.

May-November 1945: Rights of entry and licenses were issued and subsequently canceled.

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FUDS MISSION & GOAL

4

- MISSION:

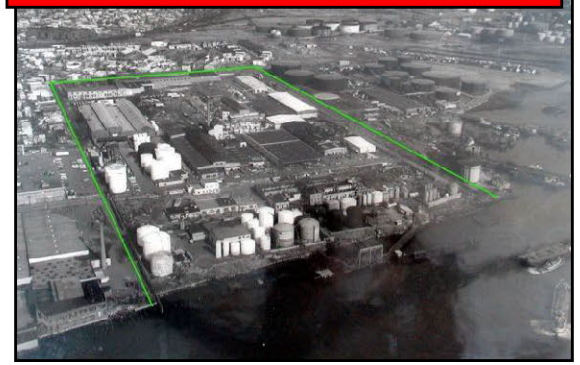
  The mission for the FUDS Program is to employ a risk management approach to perform appropriate, cost-effective cleanup of contamination caused by the Department of Defense and to protect human health, safety, and the environment.

- Definition:

A FUDS is defined as a facility or site (property) that was under the jurisdiction of the Secretary of Defense and owned by, leased to, or otherwise possessed by the United States at the time of actions leading to contamination by hazardous substances. By the Department of Defense Environmental Restoration Program (DERP) policy, the FUDS program is limited to those real properties that were transferred from DoD control **prior to 17 October 1986**.

FUDS properties can be located within the 50 States, District of Columbia, Territories, Commonwealths, and possessions of the United States.

From This…



…To This



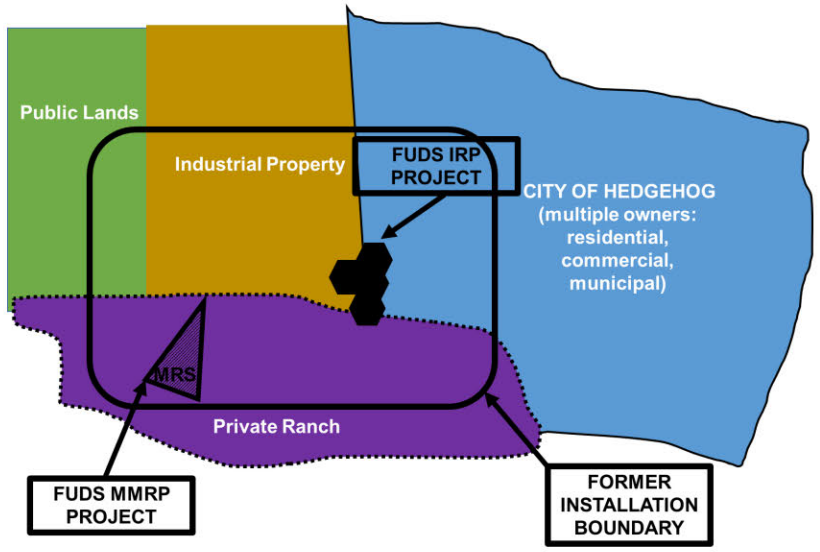
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BASIC FUDS LINGO

5

- **FUDS Property**: A facility (property, i.e. Installation) that was under the jurisdiction of the Secretary of Defense and owned by, leased to, or otherwise possessed by the United States at the time of actions leading to contamination by hazardous substances.
- **FUDS Project**: A distinct area of a FUDS property containing one or more releases or threatened releases of hazardous substances treated as a discrete entity or consolidated grouping for response purposes. [i.e. Site]
- **FDE - Findings and Determination of Eligibility**: The FDE is the USACE Division Commander's signed determination that a **property** is either eligible or ineligible for inclusion in the FUDS program (real estate). First step in FUDS process.
- **INPR – Inventory Project Report**: The INPR formally identifies and documents the FUDS **Projects** on an eligible FUDS **Property**



FUDS sites can range from less than an acre to hundreds of thousands of acres and can be found in industrial or residential areas as well as on federal, tribal or state land.

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6

FUDS INELIGIBLE PROPERTIES

- Active DoD Installations
- Transferred from DoD control after 17 October 1986 or Re-acquired
  - Puu Pa and Keamoku Training Area
- National Guard Properties
  - Kanaio Training Area
- Categorical Exclusions
  - United Services Organization (USO)
  - Recruiting Centers
- Duplicate properties
  - H09HI0204, Makapuu Lighthouse
    - » H09HI0205, Makapuu Radar Station
    - » H09HI0025, Makapuu Radar Station & Camp
- No (inadequate) records/evidence of DoD control/use



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CATEGORIES OF FUDS PROJECTS

7



- HTRW - Hazardous, Toxic, and Radiological Wastes
- CON/HTRW - Containerized HTRW
- BD/DR - Building Demolition and Debris Removal
- MMRP - Military Munitions Response Program
  - ✓ Conventional Munitions
  - ✓ Chemical Warfare Material (MMRP/CWM)



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PRELIMINARY ASSESSMENT RESULTS

Areas 2, 12, and 13 will begin the CERCLA process.

Area 2 – Maneuver Area

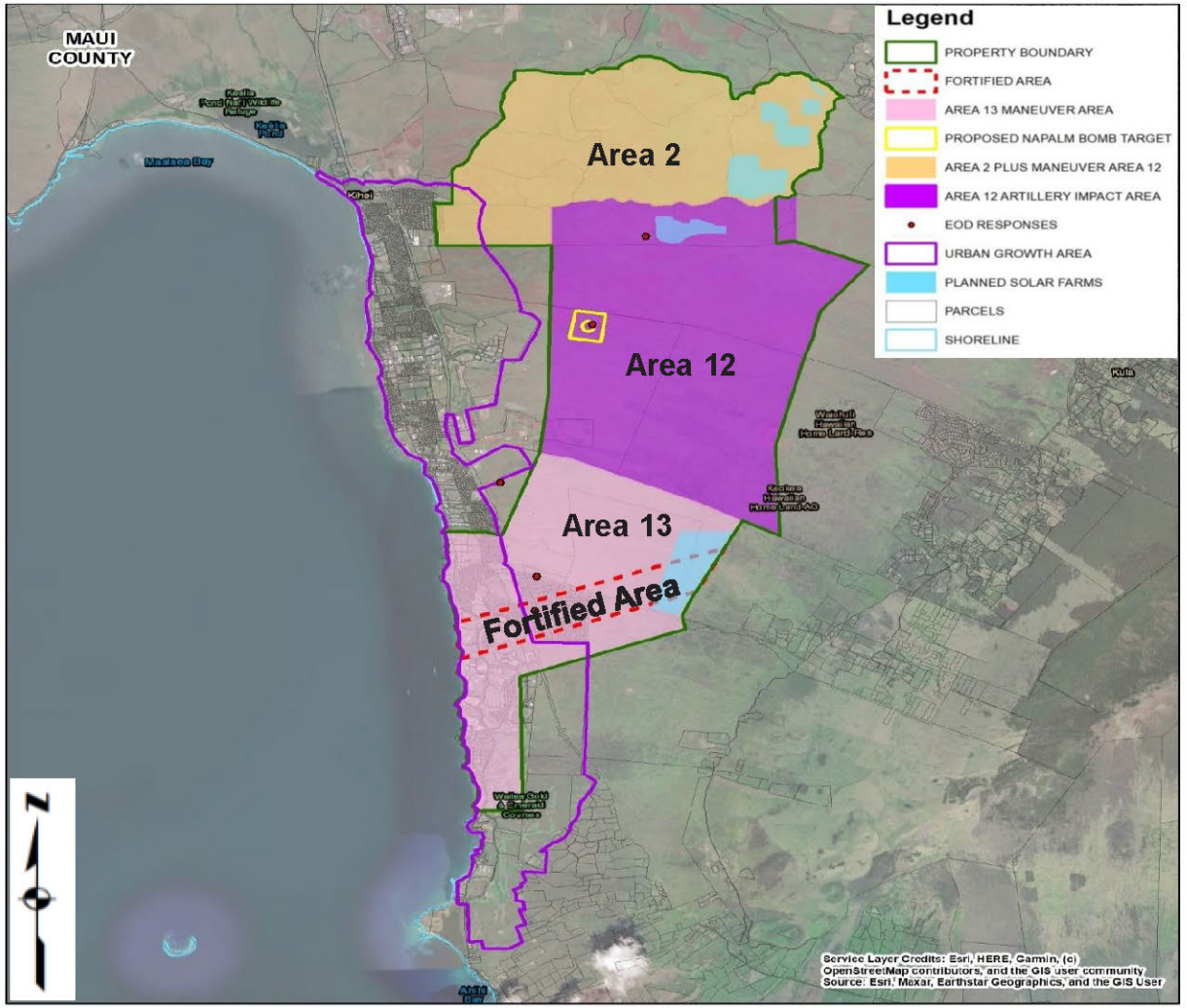
- Suspected (historical evidence) because of its use as a maneuver area and as firing points for Area 12 impact area.
- Could contain - Small arms, mines, pyrotechnics, artillery projectiles (20 mm - 155 mm), mortars (60 mm and 81mm), rifles, hand grenades, rockets (up to 34.5 in)

Area 12 – Artillery Impact Area

- Small arms, mines, pyrotechnics, artillery projectiles (20 mm -155 mm), mortars (60 mm and 81mm), rifles, hand grenades, rockets (up to 34.5 in)
- PA site visits confirmed MEC use and presence.

Area 13 – Maneuver Area and Fortified Area

- Could contain - Small arms, mines, pyrotechnics, artillery projectiles (20 mm - 155 mm), mortars (60 mm and 81mm), rifles, hand grenades, rockets (up to 34.5 in)
- Suspected (physical evidence in the fortified area)
- Expended small arms cartridges, 2 unfired .50 caliber small arms rounds found in the fortified area.

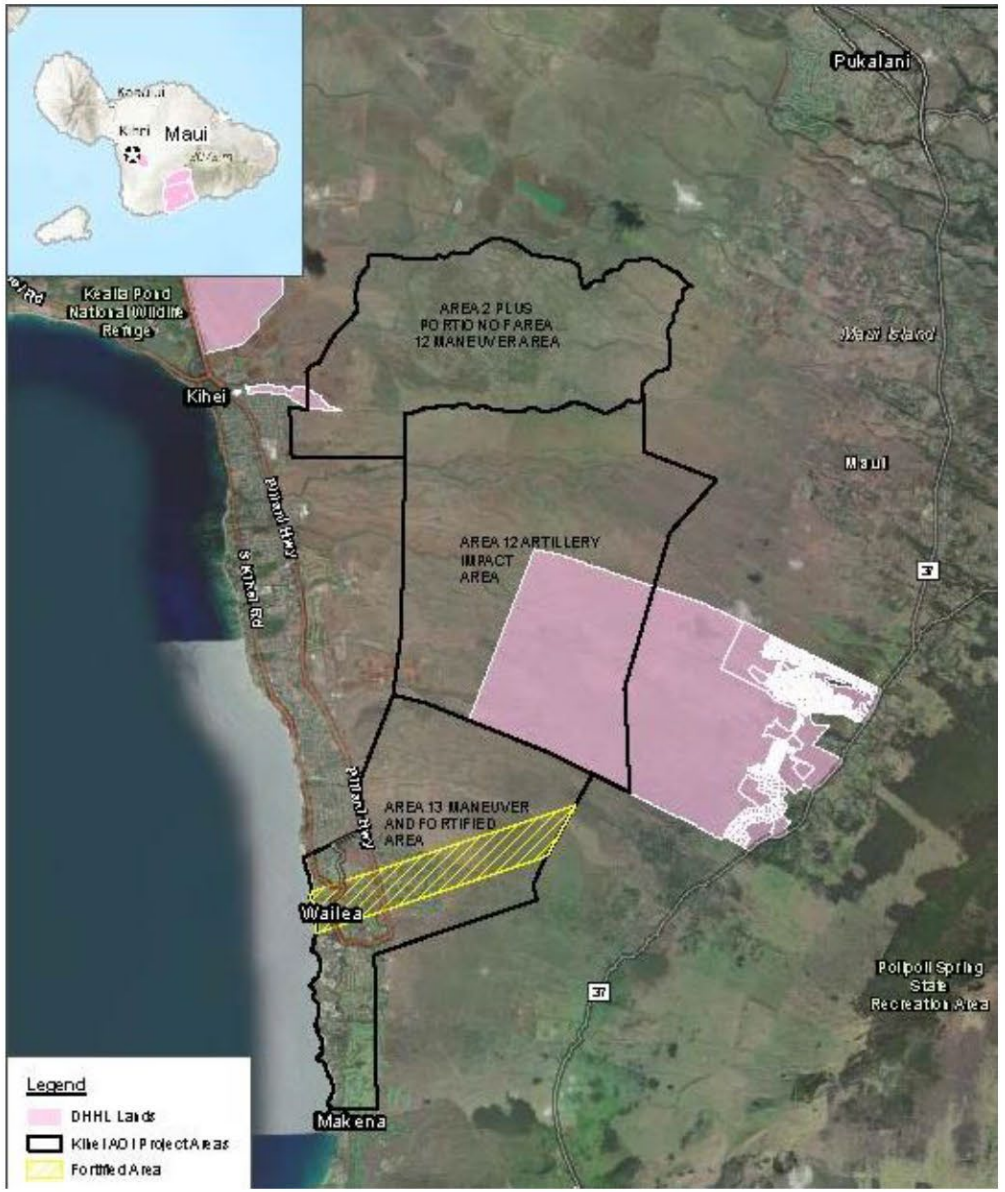


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CURRENT STATUS AND NEXT STEPS

The final draft of the Kihei Artillery Range Preliminary Assessment has been submitted to Hawaii State Department of Health (DOH). The Honolulu project delivery team is currently completing the Inventory Project Report to break the area into manageable parts to better facilitate the CERCLA process



Current Schedule

The Final PA report is available to the public as of May 2025.

The Inventory Project Report is projecting for completion by January 2026.

CERCLA PROCESS

Comprehensive Environmental Response, Compensation and Liability Act

Formerly Used Defense Sites (FUDS) program work is executed in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the National Oil and Hazardous Substances Pollution Contingency Plan (NCP).

CLEANUP PROCESS

CERCLA work includes:

- Identifying eligible properties.
- Investigating their condition and addressing any contamination that was the result of DOD activities.
- Remediation of military munitions that may remain on a site.

Under the CERCLA process, projects can take several years to complete, and each is unique.

Active communication, coordination and collaboration with property owners, state and federal regulators, tribal and local governments, local communities and other potentially responsible parties are critical in planning and carrying out cleanups.

USACE works closely with the current owner of the property and the public to choose the best alternative when it conducts the response action.

Preliminary Assessment/Site Inspection



- Identify projects posing potential risk.
- Eliminate projects that pose no unacceptable risk.
- Determine if a removal action is warranted.

Remedial Investigation



- Determine nature/extent of contamination.
- Assess risks to human health and the environment.
- Support development of remedial alternatives.

Feasibility Study



- Develop and evaluate remedial alternatives to support remedy selection.
- Evaluate alternatives against CERCLA criteria.

Proposed Plan/Record of Decision



- Provide documentation from RI/FS supporting preferred remedial alternative.
- Obtain stakeholder input and provide opportunity for public comment on the preferred alternative.
- Selection and approval of the final remedy for the site.

Remedial Design and Action



- Develop design plans, specifications of selected remedy.
- Implement selected remedy.

Long-Term Management



- Verify that the remedy continues to be protective of human health and the environment.

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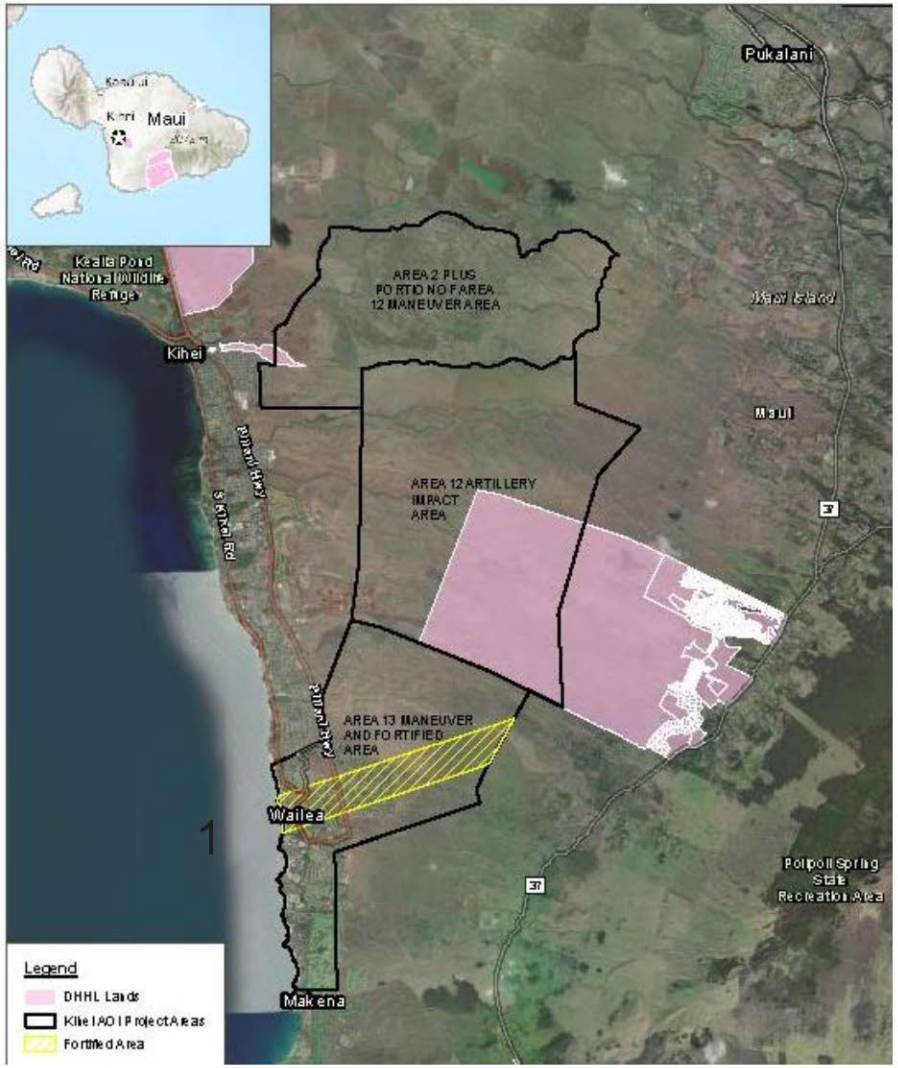
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SITE INSPECTION FOR URBAN DEVELOPMENT LANDS

Objective - The goal of this stage of CERCLA is to:

- Eliminate releases that pose no significant threat to public health or the environment from consideration
- Determine the potential need for a removal action

DATE	ACTION
The Site Investigation will determine if the maneuver and fortified areas need additional consideration.	
2026 / 2027	**Contracting Actions** (The USACE team will work to acquire the funding and proper team to determine the nature and extent of the contamination)
2027 / 2028	**Site Investigation Administration** (The team will compile all of the necessary documents to begin work)
2028 / 2029	**Site Investigation Data Collection (**will be approved. (Documents the final selected option for the site.)



The pink area in Area 2 will be moved to the Site Inspection phase

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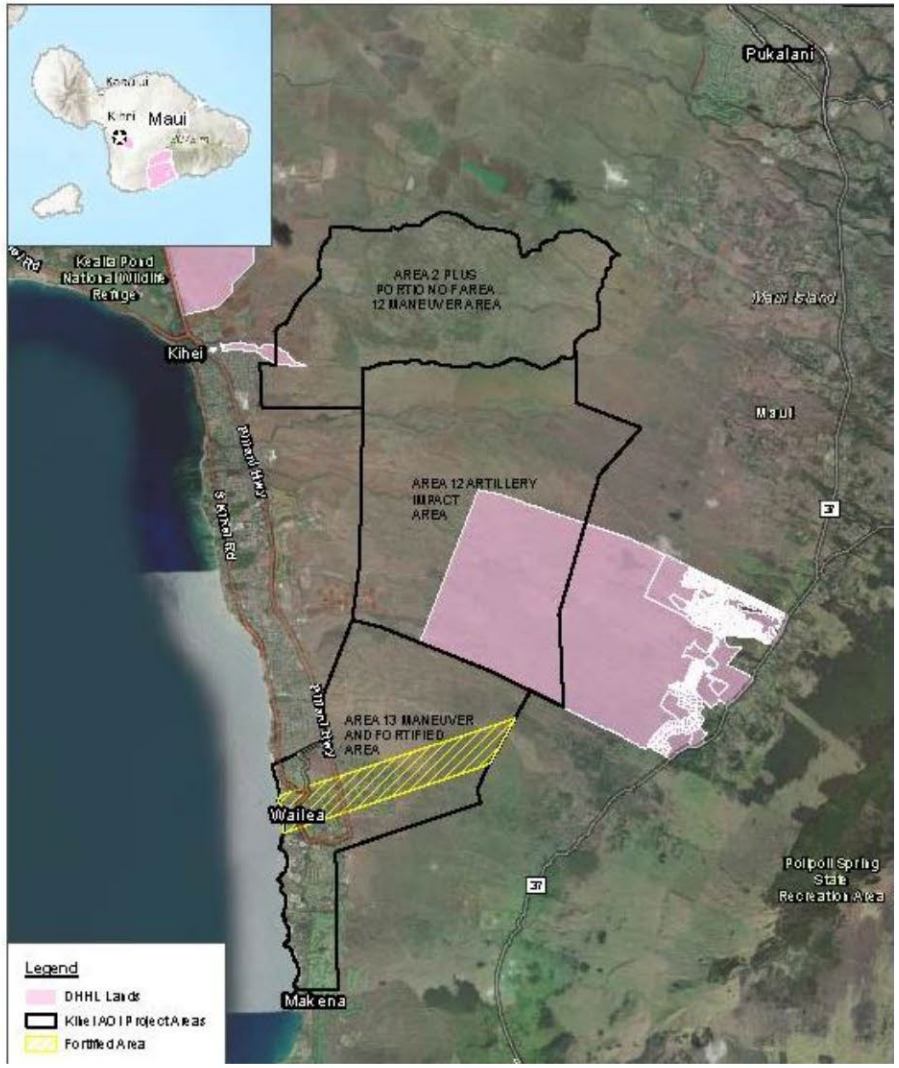
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REMEDIAL INVESTIGATION FOR THE IMPACT AREA

Objective - The goal of this stage of CERCLA is to:

- Determine the nature and extent of contamination to adequately characterize the site for the purpose of developing and evaluating effective remedial alternatives.

DATE	ACTION
The Remedial Investigation will be followed by a Feasibility Study to evaluate cleanup options.	
2026 / 2027	**Contracting Actions** (The USACE team will work to acquire the funding and proper team to determine the nature and extent of the contamination)
2027 / 2028	**Remedial Investigation Administration** (The team will compile all of the necessary documents to begin work)
2028 / 2029	**Fieldwork to Commence** will be approved. (Contractors will begin the investigation process.)



The pink area in Area 12 will be moved to the Remedial Investigation phase

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DHHL TO INSTALL WATER TRANSMISSION LINE AND 4 STORAGE TANKS ACROSS IMPACT AREA

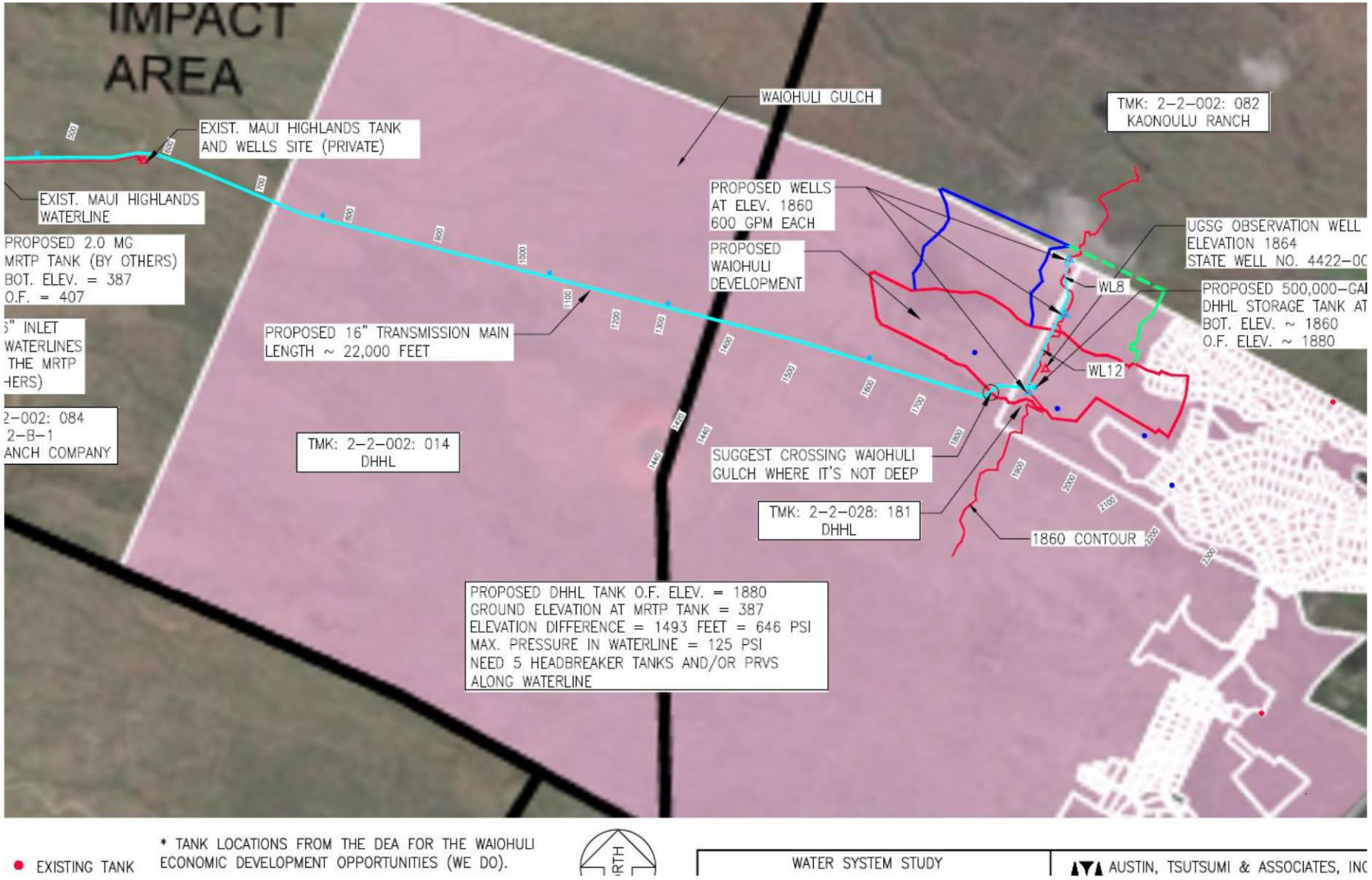
Potential Courses of Action

#1 TCRA

GOAL OF THE ACTION: Clear the footprint of the water line prior to the initiation of the construction

#2 REMEDIAL INVESTIGATION + 3Rs TRAINING

GOAL OF THE ACTION: To educate and inform workers of the historical use and the potential existence of UXO.



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QUESTIONS



Hawaiian Homes Commission Meeting Packet
November 17 – 18, 2025
Hale Pono‘ī, Kapolei, Oahu

J ITEMS

Hawaiian Homes Commission

J Agenda Requests to Address the Commission

November 18, 2025

J-1 Homelani Schaedel – Maluōhai DHHL Outstanding Projects
J-2 Caroline Ekau – Maluōhai Traffic Calming
J-3 Lori Buchanan – Waianae Homestead Association Lease
J-4 Jeff Gilbreath – Hawaii Community Lending Updates
J-5 Mele Mary Ann – Pilina Based Rule Amendments
J-6 Joshua Kea – Reliant Trucking
J-7 Maxine Akee – Rules for Waitlist Island Transfers
J-8 Patty Kahanmoku Teruya – Various Concerns
J-9 Germaine Meyers – Various Concerns
J-10 Kapua Keliikoa-Kamai
J-11 Sherilyn Wahinekapu – Update on Request for Information
J-12 JojoTanimoto – Kawaihae Concerns
J-13 Alohalani Smith – Pilina Based Rule Amendments
J-14 De Mont Manaole – Various Concerns
J-15 Kekoa Enomoto – Paupena Community Development Corporation

J-1

November 18, 2025

Hawaiian Homes Commission
Department of Hawaiian Home Lands
91-5420 Kapolei Parkway
Kapolei, HI 96707

Re: Pending Traffic Calming Plan for Maluʻōhai

Aloha Chair Watson and Commissioners:

I'm Homelani Schaedel, beneficiary and resident of Maluʻōhai Residents Association. I appreciate this opportunity to come before you to address the safety and wellbeing of our residents.

Other than Commissioners' Namuō and Kaleikini, the rest of you have no context of our efforts and the urgency to secure Traffic Calming Measures in our homestead. The packet before you provide information and documentation I hope will assist you in understanding how imperative it is to implement measures that will help keep our families safe. These are the accidents we know about, because I've heard the crash, sirens, or someone called me, and I would walk out to Kaiau Avenue to investigate. For the most part, speed, distraction, or being inattentive have been the major cause of these accidents.

We don't know how many other accidents have taken place on our streets. An example is #8 - Missing Pole at the corner of Kaiau Ave. and Maluʻōhai St., its' happened there before and on the east side of the street…that makes 10. One can only conclude that a vehicle or truck was involved.

September 14, 2023 DHHL staff and consultants, Austin Tsutsumi & Associates presented community members with a draft Traffic Calming Plan. Community members asked questions, provided information and feedback for consideration. We were told the updated plan would be provided to the department, and we requested a copy for our review. To date, we have not received the updated Traffic Calming Plan.

Since 2009, the question for me has been…what will it take? A vehicle crashing into a home, resulting in the loss of life of one of our lessees, and family members? It would be catastrophic for anyone of our families, this Commission, the Department and most importantly our Trust. My testimonies and our efforts to keep our families safe are on record…I don't think I need to elaborate.

Following me is a resident who will present her testimony on the most recent accident (11) that occurred behind her home. The question I leave with you all…what would you do to keep your community safe?

Mahalo,

cc: Maluʻōhai Residents Association Board

J-3

From: dhhl.icro1@hawaii.gov
To: Burrows-Nuuanu, Leatrice W
Subject: HCC Contact:
Date: Tuesday, October 21, 2025 12:23:38 PM

First Name
Lori
Last Name
Buchanan
Email
molokailori@gmail.com
Email
molokailori@gmail.com
Subject
To Commission Secretary
Message
Aloha Lea, I wanted to sign up for J agenda testimony for the Nov commission meeting to discuss Waianae Homestead association lease of Waianae parcel next to the comp. Mahalo, Aunty Lori (808) 658-6706

J-4

From: Chanel Josiah
To: Burrows-Nuuanu, Leatrice W
Subject: [EXTERNAL] J Agenda
Date: Friday, October 31, 2025 8:16:30 AM

Hi Leah

Can we put Jeff on the J Agenda for

November?Lmk. Mahalo!

J-5

From: dhhl.icro1@hawaii.gov
To: Burrows-Nuuanu, Leatrice W
Subject: New submission from Submit J-Agenda Testimony
Date: Monday, November 3, 2025 8:06:19 AM

Name

Mele Mary Ann

Email

82mkahana@gmail.com

Message

I have concerns about the Hana Pilina Based Program that I recently learned that it is not officially approved. I request to postpone awards which currently includes 96 lots at Wakiu.

From: dhhl.icro1@hawaii.gov
To: Burrows-Nuuanu, Leatrice W
Subject: New submission from Submit J-Agenda Testimony
Date: Monday, November 3, 2025 9:55:36 PM

J-6

Name

Joshua Kea

Email

jkea@rtihawaii.com

Message

Aloha,

My name is Joshua Kea, and I represent Reliant Trucking Incorporated — a small, family-owned Native Hawaiian business specializing in hauling services (on both Oʻahu and Hawaiʻi Island) and green waste management and repurposing services (on Hawaiʻi Island only).

We respectfully request to be placed on the November 17, 2025, DHHL Commission meeting agenda. Our intention is to introduce our company, share what we do, and demonstrate how we can partner with DHHL to advance its mission of providing more housing opportunities that keep Native Hawaiians home.

On Hawaiʻi Island, we have both the equipment and capability to clear large tracts of undeveloped land that could be prepared for future community housing developments. Our grinding operation can process a wide range of green waste materials, is fully mobile, and allows us to repurpose byproducts into sustainable solutions that protect our islands' natural resources — such as erosion control mulch socks used statewide.

Our team is deeply rooted in Native Hawaiian ancestry — our Hawaiʻi Island crew members are DHHL beneficiaries who live on Hawaiian Homelands. We align closely with DHHL's values and vision, as our mission extends beyond completing projects; we are committed to making a lasting, positive impact for our community and the Native Hawaiian people. Our operators and laborers bring years of experience in the local construction industry, with firsthand knowledge of the terrain, forestry, and pre-construction processes unique to Hawaiʻi Island. They also share a strong understanding of the importance of sustainable building practices and land stewardship for future generations.

Mahalo for your time and consideration. We look forward to the opportunity to present at the upcoming meeting and explore how we can support DHHL's important work.

Respectfully,

Joshua Kea
Reliant Trucking Incorporated

File

- ReliantTrucking_DHHL_Editiorial.pdf



Reliant TRUCKING INC

“Heavy-Duty Hauling” **“Big Island Horizontal Grinder”**

Owner:
Bernard P. Kea, Jr.

J-7

From: dhhl.icro1@hawaii.gov
To: Burrows-Nuuanu, Leatrice W
Subject: New submission from Submit J-Agenda Testimony
Date: Monday, November 3, 2025 2:45:27 PM

Name

Maxine Akee

Email

MAKEE808@GMAIL.COM

Message

To provide public testimony on "J" Agenda - regarding:

* Mahalo to Chair and Commission's courageous, visionary, and forward-thinking leadership.

* MODIFY Hawaii Administration Rule (HAR 10-3-6(b)ODIFY TO:
DHHL Applicants will RETAIN their ORIGINAL APPLICATION DATE versus current rule to go to the bottom of the wait list upon transferring to another island.

J-8

From: Patty
To: Burrows-Nuuanu, Leatrice W
Subject: [EXTERNAL]
Date: Friday, October 24, 2025 11:41:02 AM

Aloha Ms. Leah,

Please place me on the J Agenda for Monday, November DHHL meeting.

Mahalo nui loa,

Mahalo Ke Akua * Patty Kahanamoku-Teruya
Wai'anae Coast Community Foundation, President Director
Neighborhood Security Watch Council, Administrator
Phone: 808 723-9161
Email: pattyteruya@gmail.com

In Hawaii we greet friends, loved ones and strangers With Aloha, which means with love. Aloha is the key word to the universal spirit of real hospitality, which makes Hawaii renowned as the world's center of understanding and fellowship. Try meeting or leaving people with aloha. You'll be surprised by their reaction. I believe in it and it is my creed.
"Aloha to you." Uncle Duke Paoa Kahanamoku



J-9

From: dhhl.icro1@hawaii.gov
To: Burrows-Nuuanu, Leatrice W
Subject: New submission from Submit J-Agenda Testimony
Date: Sunday, October 26, 2025 5:22:03 PM

Name

Germaine Meyers

Email

hikino96792@gmail.com

Message

Aloha,

May I please address the Commissioners in regards to various concerns during November 2025 HHC Meeting J-Agenda.

Ke Akua pu,
Germaine Meyers
Nanakuli Hawaiian Homestead Lessee

J-10

From: Kapua Keliikoa-Kamai
To: Burrows-Nuuanu, Leatrice W
Subject: [EXTERNAL] HHC Meeting - Nov 18, 2025
Date: Friday, October 24, 2025 6:55:24 PM

Aloha Leah,
Please add me to the J-Agenda, preferably at/towards the end of the list. I'll be speaking to various beneficiary concerns. Mahalo.

a hui hou,
kapua
808.690.1787

'A'ohe hana nui ke alu 'ia.

No task is too big when done together by all.

'Ōlelo No'eau #142

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J-11

From: dhhl.icro1@hawaii.gov
To: Burrows-Nuuanu, Leatrice W
Subject: New submission from Submit J-Agenda Testimony
Date: Thursday, October 30, 2025 11:10:46 AM

Name

Sherilyn Wahinekapu

Email

swahinekapu@gmail.com

Message

- FOIA dated March 25, 2025
-Transfer through Successorship (TTS) for James P. Akiona, Jr.'s interest in the leases 10155 and 9043 at Honoka'ia.
-Requesting status of Contested Case received by HHC 2-03-2025

*NOT TO BE COMBINED WITH ANY OTHER TESTIFIER.

File

- 2025-02-03-Wahinekapu-S.-and-Keakealani-L-Request-for-CCH-Confirmation-Letter.pdf
- Request-to-Succeed-Lease.pdf
- FOIA-Request-to-Succeed-to-Lease.pdf

J-12

From: Jojo Tanimoto
To: Burrows-Nuuanu, Leatrice W
Subject: [EXTERNAL] Request to be added to the J item of the November 2025, HHC agenda.
Date: Friday, October 31, 2025 2:57:41 PM

Various concerns. Mahalo Jojo Tanimoto
Sent from my iPad

J-13

From: dhhl.icro1@hawaii.gov
To: Burrows-Nuuanu, Leatrice W
Subject: New submission from Submit J-Agenda Testimony
Date: Monday, November 3, 2025 7:43:52 AM

Name
Alohalani Smith
Email
kaukaulani@gmail.com
Message
Please put me on the J Agenda for the Hawaiian Homes Commission Regular Meeting for November 2025. I want to discuss the Pilina-Base Program and the 96 lease awards for Wakiu in 2026.

J-14

From: De Mont Kalai Manaole
To: Burrows-Nuuanu, Leatrice W
Subject: [EXTERNAL] J Agenda request for November 2025
Date: Wednesday, October 29, 2025 8:55:59 AM

Aloha Leah!

Please add my name to the J Agenda for November 2025.

Mahalo.

De MONT Kalai Manaole, Co- Manaole
Ho'omana Pono. LLC
86-044 Hoaha St.
Wai'anae, HI 96792
Ph: (808)726-5753
Email: hoomanaponollc96792@gmail.com

J-15

From: Kekoa Enomoto
To: Burrows-Nuuanu, Leatrice W
Cc: Fronda, R. Kalani; archie; Shaylyn Kehanani Ornelas COMMISSION; Cachola, Julie-Ann
Subject: [EXTERNAL] 11/18/25 J Agenda
Date: Friday, October 24, 2025 8:29:11 AM

Aloha mai kāua e Leah,
Mahalo nui for scheduling Uncle Norman Abihai and myself first on October's J Agenda. Mahalo also to LDD interim Administrator Kalani Fronda for indicating he would follow up on DHHL's kuleana with respect to three water meters for Pā'upena's 127-acre Kēōkea-Waiohuli parcel. And I appreciated meeting/interfacing with Kaua'i Commissioner Shaylyn Kehanani Ornelas (she and I discussed a 2018 Kaua'i Phillips family-related philanthropic donation, and my having steered twice the 37-mile Nā Pali Challenge outrigger race).

I would like to RSVP for the 11/18/25 J Agenda. I anticipate addressing, as follows:
. Ninth anniversary 11/29/25 of the nonprofit Pā'upena CDC.
. Pūlehunui South 184-acre community/economic-development zone:
. Beneficiary consultation ASAP on year-old land-use pre-application (submitted to LMD 11/14/24).
. Commission considers Pūlehunui Hawaiian Homestead Association ROE (Right Of Entry), one hopes by/soon after January 2026.
. Waiohuli Makai/Pu'u O Kali land-use pre-application, to include 4,780 acres of farm/ranchlands and 220-acre exclosure, and to receive priority under the proposed Waiohuli Water Agreement.

Me ka mahalo nui wale nō,
-`Anakē Kekoa

Kekoa Enomoto
Member of the board,
Pa'upena Community Development Inc.
(808) 276-2713