

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Division of Forestry and Wildlife  
Honolulu, Hawaii 96813

January 27, 2017

Chairperson and Members  
Board of Land and Natural Resources  
State of Hawaii  
Honolulu, Hawaii

Land Board Members:

**SUBJECT: REQUEST APPROVAL OF THE NATIVE FOREST RESTORATION  
AT UKULELE FOREST STEWARDSHIP MANAGEMENT PLAN  
AND FOREST STEWARDSHIP AGREEMENT WITH HALEAKALĀ  
RANCH COMPANY, TMK (2) 2-3-005:004, MAKAWAO, ISLAND OF  
MAUI**

**AND**

**REQUEST APPROVAL OF DECLARATION OF EXEMPTION FROM  
CHAPTER 343, HRS ENVIRONMENTAL COMPLIANCE  
REQUIREMENTS FOR THE PROJECT.**

This Board Submittal requests approval of a Forest Stewardship Agreement with Haleakalā Ranch Company and associated management plan for the Native Forest Restoration at Ukulele, Tax Map Key (2) 2-3-005:004, Makawao, Maui County.

**BACKGROUND**

The State of Hawai‘i Forest Stewardship Program (FSP) provides technical and financial assistance to private landowners and land managers committed to the stewardship, conservation, and restoration of important forest resources across the state. These private properties provide a variety of public benefits for the residents of Hawaii, including but not limited to: fresh water capture and production, decreased soil erosion, wildlife habitat, forest products, recreational and educational opportunities, and local jobs. The assistance provided by FSP enables private landowners to develop and implement long-term multi-resource management plans to conserve, restore and maintain forested areas on their property.

The program was established through Chapter 195F-6, Hawai‘i Revised Statutes (HRS). The Department of Land and Natural Resources (DLNR) has the authority to provide financial assistance to approved Forest Stewardship projects for private landowners to manage, protect, and restore important natural forest resources on forested and formerly forested properties. The Forest

Stewardship Program is implemented pursuant to Chapter 195F, HRS, and Hawai‘i Administrative Rules (HAR) Chapter 109. The program provides cost-share reimbursement for the development of long-term forest management plans and for the implementation of approved Forest Stewardship management plans.

To participate in FSP, interested landowners and managers follow a sequence of steps for the development of a long-term Forest Stewardship management plans, including reviewed by the Forest Stewardship Advisory Committee (FSAC). Landowners interested in FSP submit an application to the FSAC, whom reviews and recommends the development of a Forest Stewardship management plan based on program eligibility requirements, assuring the proposed project is in line with the program’s goals of conservation, restoration and/or forest production. Landowners then create a forest management plan; submit the plan for review by Division staff and FSAC; revise their actions based on the feedback received; and ultimately the committee recommends the management plan for approval by the Division and Department.

The award of cost-share support for Forest Stewardship Agreement, which includes the implementation of approved management plans, follows a similar review and approval process. Upon approval of a project’s management plan, the FSAC reviews the implementation schedule and budget summary to ensure that the practice costs are reasonable and follow the program’s approved cost-share rates. The FSAC recommends approval by the Board of Land and Natural Resources (BLNR) for cost-share support for project implementation based on the 10-year implementation schedule. Review and approval of the Forest Stewardship project and management plan as well as authorization of cost-share support for the project by the BLNR is required in order for DLNR to enter into the Forest Stewardship Agreement. The Division has previously worked with the Department of the Attorney General to developing a Forest Stewardship Agreement template (Exhibit A) for eligible projects.

The Native Forest Restoration at Ukulele Forest Stewardship project proposes to actively manage and restore approximately 100 acres of native forest on Tax Map Key number (2) 2-3-005:004, in the Makawao District of Maui County. The Forest Stewardship project area is designated by the State of Hawai‘i as Agriculture District and as Agriculture by the County of Maui. Haleakalā Ranch is located several miles east of the town of Makawao on the western slope of Haleakalā, and the project area is adjacent to Makawao Forest Reserve to the north, Waikamoi Preserve to the east, Haleakalā National Park to the southeast, and other grazing lands owned by Haleakalā Ranch. Haleakalā Ranch owns approximately 30,000 acres that span several microclimates and a wide range of terrain types. The 100-acre project area is characterized as having a relatively intact native canopy with a remnant native understory found largely in the steep gulches that dissect the site. Much of the project site have an understory dominated by invasive weed species that limits natural recruitment of native species. The specific long-term goal of this FSP project is to protect and restore these 100 acres of native forests and important watershed to benefit native plants, wildlife, and other important resources. Since its incorporation in 1888, Haleakalā Ranch Company has a demonstrated history long history of proactive, responsible land stewardship, including forest management and conservation.

The FSAC approved the Native Forest Restoration at Ukulele Forest Stewardship management plan at their meeting on September 9, 2016 and the State Forester/Division Administrator approved the Forest Stewardship management plan on December 28, 2016 (Exhibit B).

## DISCUSSION

The Division is requesting approval of a Forest Stewardship Agreement with Haleakalā Ranch Company for the implementation of the Native Forest Restoration at Ukulele Forest Stewardship management plan. Over the course of the 10-year management plan, Haleakalā Ranch Company intends to promote the recovery and protection of the native forest in the project area by restoring four 25-acre management units, labeled by sections 1-4 in the management plan (Exhibit B). The eastern portion of the site has a relatively intact native koa/‘ōhi‘a canopy, with a diverse understory.

The western portion of the unit is more open with scattered ‘ōhi‘a and koa, and an understory dominated by invasive weeds such as blackberry, gorse, and kikuyu grass. Management approaches will focus on promoting growth and regeneration of regionally appropriate native species at the site.

The first management action will be to improve the existing perimeter fences, and install new internal fences to create the four distinct units. After all feral ungulates are removed, the silvopastoral practice of managed, targeted grazing combined with chemical and manual weed control of weedy species, will be incorporated one unit at a time to prepare the site for outplanting. After invasive weeds are controlled and the site properly prepared, a site-specific nutrient management program will be developed for each site prior to outplanting. Outplanting of native trees and shrubs will be concentrated in areas devoid of native trees, especially in the western units. Canopy and sub-canopy species will be hand planted, while the restoration of the ground cover and understory will be done by scattering seeds. Seedlings will be selected from regionally appropriate sources, germinated by a professional native nursery located in Kula, Maui. Ongoing maintenance such as weed control of the established areas will be done on a regular basis after the initial planting and throughout the 10 years of the agreement. Monitoring activities will include ground based monitoring and analysis of satellite imagery, especially tracking the success of initial silvopastoral treatments.

Haleakalā Ranch Company is seeking cost-share support for the implementation of their management plan from FSP. One of the objectives of the Hawai‘i Joint Forestry Memorandum of Understanding (MOU) between the DLNR, Hawai‘i Association of Conservation Districts, Natural Resources Conservation Service and U.S. Forest Service, is to improve communication between agencies and strengthen cooperation for the delivery of forestry-related conservation assistance to private landowners and land managers. As a part of this MOU, the partners agreed to use the Forest Stewardship management plans as a way to increase the cooperation and planning for forestry landowners interested in the various assistance programs including FSP, U.S. Fish and Wildlife (USFWS), and other partners’ forest assistance programs.

The template for the Forest Stewardship management plans was modified to incorporate resource concerns, threats, and needs that are common among forestry assistance programs with the ultimate goal being utilization of Forest Stewardship management plans for various cost-share assistance programs offered by the partners. The Haleakalā Ranch Company is seeking support for

implementation of the approved management plan from FSP as well as the USFWS Partners Program.

A total of **\$199,975** in State Forest Stewardship cost-share support is requested for the Native Forest Restoration at Ukulele Forest Stewardship management plan and the Haleakalā Ranch Company Forest Stewardship Agreement. Haleakalā Ranch Company will be contributing **\$153,100** of direct match toward the Forest Stewardship Agreement, plus an additional **\$46,875** from the USFWS grant. The total contribution of match to state funding equals a one to one match. The costs associated with the proposed practices are consistent with the intensity of management required for this type of project. Cost-share funds are provided as reimbursement payments for implementation of approved management practices through the State fiscal year 2028. In addition, Haleakalā Ranch Company has agreed to continue maintenance of the installed Forest Stewardship practices for an additional five years following the completion of the 10-year cost-share contributions under the Agreement, or through State fiscal year 2032.

#### CHAPTER 343 – ENVIRONMENTAL COMPLIANCE

In accordance with “Exemption List for the Department of Land and Natural Resources, reviewed and concurred upon by the Environmental Council on June 5, 2015,” the proposed activities are exempt from the preparation of an environmental assessment. Specifically, the proposed activities fall under Exemption Class No. 3 Item 1; and Exemption Class No. 4 Item 6; Item 8; Item 12; Item 13; and Item 22. Refer to attached Exemption Notification labeled Exhibit C.

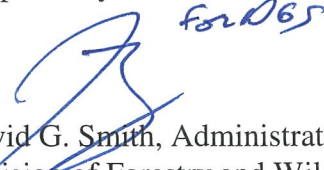


RECOMMENDATION

That the Board:

1. Approve the Native Forest Restoration at Ukulele Forest Stewardship management plan;
2. Approve cost-share support in the amount of **\$199,975** to Haleakalā Ranch Company for the implementation of the Native Forest Restoration at Ukulele Forest Stewardship management plan;
3. Authorize the Chairperson to amend, finalize and execute a Forest Stewardship Agreement with Haleakalā Ranch Company to participate in the State Forest Stewardship Program subject to the following:
  - A. Availability of State Forest Stewardship funds; and
  - B. Review and approval as to form of the Forest Stewardship Agreement by the Department of the Attorney General.
4. Declare that, after considering the potential effects of the proposed dispositions provided by Chapter 343, HRS, and Chapter 11-200, HAR, this project will likely have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment.

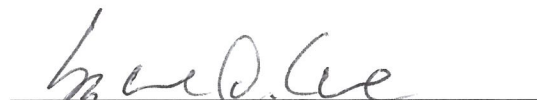
Respectfully submitted,

A handwritten signature in blue ink, appearing to read "David G. Smith", with the initials "for DGS" written in blue ink above it.

David G. Smith, Administrator  
Division of Forestry and Wildlife

Attachment: (Exhibit A, B, C)

APPROVED FOR SUBMITTAL:

A handwritten signature in black ink, appearing to read "Suzanne D. Case", written over a horizontal line.

Suzanne D. Case, Chairperson

**STATE OF HAWAII  
FOREST STEWARDSHIP AGREEMENT**

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_, by and between the BOARD OF LAND AND NATURAL  
RESOURCES, STATE OF HAWAII (“STATE”), by its Chairperson, whose address is  
1151 Punchbowl Street, Honolulu, Hawaii 96813, and \_\_\_\_\_,  
 (“LANDOWNER”) whose address and federal and state taxpayer identification numbers  
are as follows: \_\_\_\_\_

*Business address*

*Federal and state taxpayer identification  
numbers*

**RECITALS**

WHEREAS, Chapter 195F, Hawaii Revised Statutes (HRS), provides for the establishment of a forest stewardship program to encourage and assist private landowners in managing, protecting, and restoring important watersheds, native vegetation, fish and wildlife habitats, isolated populations of rare and endangered plants, and other forest lands that are not recognized as potential natural area reserves; and

WHEREAS, in accordance with HRS Chapter 195F and Title 13, Subtitle 5, Part 1, Chapter 109 of the Hawaii Administrative Rules (HAR), the LANDOWNER has applied, and qualifies, for participation in the forest stewardship program; and

WHEREAS, the LANDOWNER has submitted a forest stewardship management plan, as set forth in Exhibit A hereto, that the STATE agrees is consistent with the policies, goals, and objectives of the forest stewardship program; and

WHEREAS, the STATE desires to assist the LANDOWNER in implementing the forest stewardship management plan with financial and other assistance; and

WHEREAS, money is available to fund this agreement pursuant to: Act 195, SLH 1993, Hawaii Revised Statutes, Section 247-7.

NOW, THEREFORE, in consideration of the promises contained in this AGREEMENT, the STATE and the LANDOWNER agree as follows:

**A. SCOPE OF SERVICES**

The LANDOWNER hereby agrees to implement the forest stewardship management plan set forth in Exhibit A and the project described in the “Scope of Services” set forth in Attachment S1 in proper and satisfactory manner as determined by the STATE, both of which are hereby made a part of this AGREEMENT. The STATE hereby agrees to assist the LANDOWNER in implementing the forest stewardship management plan, all in accordance with the terms and conditions set forth in Attachments S1, S2, S3, S4, S5, and S6, attached hereto.

**B. COMPENSATION**

The LANDOWNER shall be compensated for performance of the project under this AGREEMENT according to the “Compensation and Payment Schedule,” set forth in Attachment S2, which is hereby made a part of this Agreement.

**C. TIME OF PERFORMANCE**

The performance required of the LANDOWNER under this AGREEMENT shall be completed in accordance with the “Time of Performance” set forth in Attachment S3, which is hereby made a part of this AGREEMENT.

**D. CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE**

The “State of Hawaii Certificate of Exemption from Civil Service,” set forth in Attachment S4, is hereby made a part of the AGREEMENT.

**E. OTHER TERMS AND CONDITIONS**

The “State of Hawaii Special and General Conditions for Forest Stewardship Program Agreements,” set forth in Attachment S5, and the General Conditions attached hereto, are hereby made a part of this AGREEMENT. For the purposes of this AGREEMENT the term “CONTRACTOR” in the “General Conditions” shall mean the LANDOWNER.

**F. STANDARDS OF CONDUCT DECLARATION**

The "Standards of Conduct Declaration" by LANDOWNER, set forth in Attachment S6, is hereby made a part of this AGREEMENT. For the purposes of this AGREEMENT the term "CONTRACTOR" in the "Standards of Conduct Declaration" shall mean the LANDOWNER.

IN WITNESS WHEREOF, the parties execute this AGREEMENT by their signatures to be effective as of the date first above written.

STATE

By \_\_\_\_\_  
Chairperson of the Board of Land and Natural  
Resources

\_\_\_\_\_  
Print Name

Date \_\_\_\_\_

LANDOWNER

By \_\_\_\_\_

\_\_\_\_\_  
Print Name

Date \_\_\_\_\_

Approved by the Board of  
Land and Natural Resources on

\_\_\_\_\_.

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Attorney General

LANDOWNER'S ACKNOWLEDGMENT

STATE OF HAWAII )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say the he/she is the \_\_\_\_\_, the LANDOWNER named in the foregoing instrument, and the he/she is authorized to sign said instrument on behalf of the LANDOWNER, and acknowledges that he/she executed said instrument as the free act and deed of the LANDOWNER.

\_\_\_\_\_  
Notary Public, State of Hawaii

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Date of the Notarized Document: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_  
Identification or Description of the Document being Notarized: \_\_\_\_\_  
\_\_\_\_\_

Printed Name of Notary: \_\_\_\_\_ Circuit

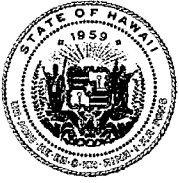
Notary's Signature and Notary's Official Stamp or Seal \_\_\_\_\_ Date



STATE OF HAWAII  
SCOPE OF SERVICES

SECTION 1 - SCOPE OF WORK

- 1.1 MANAGEMENT AREA - The project area to be managed is the \_\_\_\_\_ Forest Stewardship project area; TMK NUMBER(S) \_\_\_\_\_ as designated on maps found in Exhibit A to this AGREEMENT.
- 1.2 THE PRIMARY OBJECTIVES - The STATE and LANDOWNER shall direct their efforts under this AGREEMENT to do the following: fund the management of and manage the natural resources of the two hundred seventy-five (275) acres \_\_\_\_\_ Project Forest Stewardship project area (“Forest Stewardship project area”) in accordance with the MANAGEMENT PLAN, attached as Exhibit A to this AGREEMENT, and all approved amendments thereto, with the intention of providing for protection and restoration of a critically endangered dry-forest ecosystem type in the \_\_\_\_\_ community.
- 1.3 SCOPE OF WORK - The LANDOWNER shall perform the following technical and professional services:
- (a) Management plan. The LANDOWNER shall carry out the management activities outlined in the approved MANAGEMENT PLAN, attached as Exhibit A to this AGREEMENT.
  - (b) Consultation. The LANDOWNER shall be available for consultation regarding progress, upon request by the STATE.
- 1.4 AUTHORITY TO CARRY OUT MANAGEMENT PLAN - The LANDOWNER hereby represents that it has authority to carry out the MANAGEMENT PLAN and that it is the landowner of “Forest Stewardship project area” as defined in Section 195F-2, Hawaii Revised Statutes, as amended.
- 1.5 NO INCONSISTENT ACTIVITIES - The LANDOWNER shall not take any action on the “Forest Stewardship project area”, which will undermine or conflict with the approved MANAGEMENT PLAN.



STATE OF HAWAII  
SCOPE OF SERVICES

II. SECTION 2 - CONTROL AND PROGRESS OF THE WORK

2.1 REPORTS - The LANDOWNER shall submit to the STATE, reports showing work accomplished at the following times:

- (a) Progress Reports. A progress report shall be due on December 31 of each year under this AGREEMENT for which funding has been approved. This report shall include a description of the approved MANAGEMENT PLAN accomplishments and activities, areas needing technical advice, an accounting of expenditures with documentation, and proposed modifications to the current year's management activities. This report shall be submitted to the STATE within 30 days following the due date. If the LANDOWNER would like more than 2 reimbursements per year, a progress report shall accompany each reimbursement request and the "Forest Stewardship project area" shall be made available for a site visit by Department of Land and Natural Resources personnel.
- (b) Annual Report. An annual report shall be due on or before June 30 of each year under this AGREEMENT for which funding has been approved. In the event the contract is executed less than 6 months prior to June 30, then no annual report is due on June 30 of that year. This report shall include a description of MANAGEMENT PLAN accomplishments and activities, areas needing technical advice, and proposed modifications to the next year's approved management objectives, projects and budget. This report shall also include a detailed accounting of expenditures for the preceding 12-month period to provide the basis for the annual reconciliation of the STATE's and the LANDOWNER's respective shares of funding as determined pursuant to Attachment S2, Section 1.1. This report shall be submitted to the STATE within 60 days of due date. This report may also request, subject to approval by the STATE, changes to the management plan, for either or both the practice implementation schedule and/or the budget/payment schedule in order to best consolidate and rectify the past year's outcomes or lack thereof.





STATE OF HAWAII  
**SCOPE OF SERVICES**

2.2 DELEGATION OF AUTHORITY - As used herein and throughout this AGREEMENT, unless the context clearly indicates otherwise, the STATE shall include the State of Hawaii Department of Land and Natural Resources and its authorized employees, agents and representatives.



## STATE OF HAWAII

**COMPENSATION AND PAYMENT SCHEDULE**SECTION 1 – PAYMENT1.1 SCOPE OF PAYMENT -

- (a) STATE's Payment. In full satisfaction of the STATE's funding share of the approved MANAGEMENT PLAN, which is contingent upon satisfactory completion by the LANDOWNER of the management activities described in the approved MANAGEMENT PLAN, attached as Exhibit A to this AGREEMENT, the STATE agrees to pay the LANDOWNER a total sum not to exceed four hundred sixty-six thousand nine hundred thirty-eight and 00/100 Dollars (\$466,938.00) according to the schedule outlined below that includes fiscal year 2010 through 2019 for completion of the management activities described in the approved MANAGEMENT PLAN. Payments shall be made by the STATE to the LANDOWNER as partial annual reimbursements for actual expenditures made by the LANDOWNER in completing the management activities described in the approved MANAGEMENT PLAN only after the corresponding progress or annual report has been reviewed by the STATE and all reported management activity accomplishments have been verified following an inspection of the “Forest Stewardship project area” by the STATE. Actual expenditures may include but are not limited to in-kind services such as heavy equipment operation and sources of labor. All funds to be paid by the STATE to the LANDOWNER shall be encumbered on an annual basis for the forthcoming fiscal year provided that the STATE has approved the continuation of management activities outlined in Exhibit A of this AGREEMENT for the forthcoming fiscal year.

If in any fiscal year the allocated annual funds are not exhausted due to the LANDOWNER not completing all management activities described in the MANAGEMENT PLAN for that year, the LANDOWNER may request that these funds be incorporated in the following year's encumbrances to complete the management activities which were not completed. If there are sufficient funds available to accommodate LANDOWNER's request and the STATE approves the



STATE OF HAWAII

**COMPENSATION AND PAYMENT SCHEDULE**

request, this change will be incorporated by written amendment to the AGREEMENT.

If in any fiscal year the STATE does not appropriate, and/or the STATE does not approve the expenditure of, funds sufficient to meet the STATE's funding share of the approved MANAGEMENT PLAN, this AGREEMENT shall automatically terminate without penalty at the end of the last fiscal year for which any funds have been appropriated and approved, subject to Attachment S5, Section 4.1, regarding partial State funding.

- (b) LANDOWNER's Share. In full satisfaction of the LANDOWNER's funding share of the approved MANAGEMENT PLAN, the LANDOWNER agrees to fully complete the management activities described in the approved MANAGEMENT PLAN, and to initially assume all corresponding actual annual expenditures in expectation of the STATE's partial reimbursement for satisfactory completion of these management activities. Expenditures for implementation of the approved MANAGEMENT PLAN which are less than the amounts allocated in the approved budget may be made by the LANDOWNER in its discretion so long as the quality of materials and work as called for in the approved MANAGEMENT PLAN are not adversely affected.



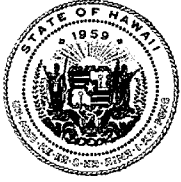
## STATE OF HAWAII

**COMPENSATION AND PAYMENT SCHEDULE****PATRICK & SHEILA CONANT FOREST STEWARDSHIP  
PROJECT BUDGET/PAYMENT SCHEDULE:**

<b>YEAR</b>	<b>Total Budget</b>	<b>Land Owner share</b>	<b>State Share</b>
1	\$185,950	\$110,950	\$75,000
2	\$156,235	\$84,867.50	\$71,367.50
3	\$108,900	\$61,200	\$47,700
4	\$74,650	\$44,075	\$30,575
5	\$76,463	\$44,981.50	\$31,481.50
6	\$84,963	\$42,981.50	\$41,981.50
7	\$83,963	\$41,981.50	\$41,981.50
8	\$83,963	\$41,981.50	\$41,981.50
9	\$83,963	\$41,981.50	\$41,981.50
10	\$83,963	\$41,981.50	\$41,981.50
<b>Total</b>	<b>\$ 1,023,013</b>	<b>\$556,981.50</b>	<b>\$466,031.50</b>

**1.2 PAYMENT SCHEDULE –**

- (a) Progress Payment. Within 30 days following receipt of the progress report as provided in Attachment S1, Section 2.1(a) for each year for which the STATE has agreed to pay the LANDOWNER as outlined in the schedule above and for which funding has been appropriated, the STATE shall pay to the LANDOWNER a portion of the STATE's funding share of the approved MANAGEMENT PLAN as a partial reimbursement of actual expenditures made to complete approved management activities. This payment shall be subject to the LANDOWNER's satisfactory completion of the corresponding approved management activities described in the approved MANAGEMENT PLAN, attached as Exhibit A to this AGREEMENT, and calculated on the basis of actual expenditures made by the LANDOWNER. This payment shall also be subject to the STATE's approval of such progress report.
- (b) Annual/Final Payment. Within 30 days of receipt of the annual report as provided in Attachment S1, Section 2.1(b), the STATE shall pay to the LANDOWNER the balance of the STATE's approved annual funding share. This payment shall be subject to the LANDOWNER's satisfactory completion of the corresponding



STATE OF HAWAII

**COMPENSATION AND PAYMENT SCHEDULE**

annual management activities described in the approved MANAGEMENT PLAN, attached as Exhibit A to this AGREEMENT, and calculated on the basis of actual expenditures made by the LANDOWNER.

- (1) Annual or Final Acceptance and Payment - Annual or final acceptance means a written notice from the STATE to the LANDOWNER advising the LANDOWNER of the satisfactory fulfillment of the AGREEMENT's annual or final requirements.

- 1.3 UNAUTHORIZED WORK - The LANDOWNER shall not receive matching STATE funds for management activities not designated in the approved MANAGEMENT PLAN. All work completed by the LANDOWNER prior to receipt of a fully-executed copy of this AGREEMENT, and prior to STATE approval of funding for any subsequent years and prior to STATE approval of any subsequent amendments to the approved MANAGEMENT PLAN, shall be at the LANDOWNER's own volition and risk, including work performed during the period of any deliberations by the STATE in anticipation of approval; provided, however, that if funding and/or amendments applicable to such work are subsequently approved, the LANDOWNER may be paid for such work even if performed prior to such approval.

SECTION 2 - FISCAL RECORDS MAINTENANCE, RETENTION, AND ACCESS

- 2.1 The LANDOWNER shall maintain, in accordance with generally acceptable accounting practices, fiscal records and supporting documents and related files, papers and reports that adequately reflect all direct and indirect expenditures and management and fiscal practices materially related to the LANDOWNER's performance of services paid for by State funds under this AGREEMENT.
  - (a) The STATE, the Comptroller of the State of Hawaii, and any of their authorized representatives, the committees (and their staff) of the Legislature of the State of Hawaii, and the Legislative Auditor of the State of Hawaii shall have the right of access to any book, document, paper, file, or other records of the LANDOWNER that is materially related to the performance by the LANDOWNER of services

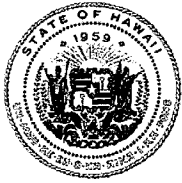


STATE OF HAWAII

**COMPENSATION AND PAYMENT SCHEDULE**

funded by the STATE under this AGREEMENT, in accordance with generally accepted audit procedures, for the purposes of monitoring and evaluating the LANDOWNER's performance of services and the LANDOWNER's management program and fiscal practices to assure the proper and effective expenditure of funds under this AGREEMENT; provided, however, that no party conducting any such audit or examination shall copy, distribute, or retain any of such information or records, with the understanding that it is not the intention that the LANDOWNER's financial and other records and information be made public.

- (b) The right of access shall not be limited to the required retention period but shall last as long as the records are retained. The LANDOWNER shall retain all records related to the LANDOWNER's performance of services funded under this AGREEMENT for at least 3 years after the date of submission of the LANDOWNER's annual reports for any designated period and payment for such expenditures by the STATE in accordance with its matching share, except that if any litigation, claim, negotiation, investigation, audit, or other action involving the records has been started before the expiration of the 3-year period, the LANDOWNER shall retain the records until completion of the action and resolution of all issues that arise from it or until the end of the regular 3-year retention period, whichever occurs later.



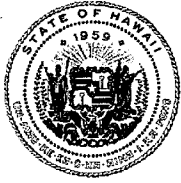
STATE OF HAWAII  
**TIME OF PERFORMANCE**

SECTION 1 - EXECUTION OF AGREEMENT

- 1.1 EXECUTION OF AGREEMENT - This AGREEMENT shall be promptly executed by the STATE and the LANDOWNER upon approval by each party.
- 1.2 CERTIFICATION AND APPROVAL OF AGREEMENT - This AGREEMENT shall not be considered binding upon the STATE, unless the availability of the funds therefore has been duly certified as prescribed by Section 103-39, Hawaii Revised Statutes, as amended. Further, this AGREEMENT shall not be considered to be fully executed unless the Office of the Attorney General of the State of Hawaii has approved this AGREEMENT as to form.

SECTION 2 - TERM

- 2.1 INITIAL TERM - The initial term will be for a minimum of \_\_\_\_\_ (\_\_\_\_) years following the completion of any and all management practices for which the LANDOWNER has received cost-share assistance. Accordingly, this AGREEMENT shall commence on the date of full execution hereof and shall be in effect until September 25, 2022; subject, however to earlier termination as provided in this AGREEMENT.
- 2.2 STATE FUNDING CONDITION - This AGREEMENT is subject to continued funding of the STATE's share of the approved management budget as outlined in Attachment S2, Section 1.1. Annual funding is provided by the Conveyance Tax pursuant to Act 195, SLH 1993, Section 247-7, Hawaii Revised Statutes, whereby twenty-five percent of the amount collected from this tax shall be paid into the natural area reserve fund from which funds are dispersed to the natural area partnership and forest stewardship programs, and by way of Act 269, SLH 2000 to projects undertaken in accordance with watershed management plans. Payments are then made through the forest stewardship program to reimburse landowners for implementing approved stewardship management practices. Any balance remaining in this fund at the end of any fiscal year shall be carried forward into the fund for the next fiscal year. If in any fiscal year the STATE does not



STATE OF HAWAII  
**TIME OF PERFORMANCE**

appropriate, and/or the STATE does not approve the expenditure of, funds sufficient to meet its share of the approved management budget, this AGREEMENT shall automatically terminate without penalty at the end of the last fiscal year for which any funds have been appropriated and approved, subject to Attachment S5, Section 4.1, regarding partial State funding.





STATE OF HAWAII

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development (“DHRD”).\*

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

Signature and Date lines, Print Name line, Print Title line

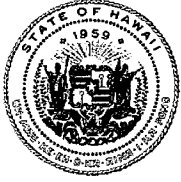
\* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions: (1) It involves the delivery of completed work or product by or during a specific time; (2) There is no employee-employer relationship; and (3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

Signature and Date lines, Print Name line, Print Title, if designee of the Director of DHRD line



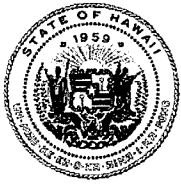
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SECTION 1 – INSPECTIONS

- 1.1 The STATE shall have the right to make inspections of the “Forest Stewardship project area” after prior notice to the LANDOWNER. In addition, the STATE shall be obligated to inspect the work on the “Forest Stewardship project area” not less frequently than once per year under this AGREEMENT, and more frequently in the case of a LANDOWNER default as provided in Section 4.1(d) below or when the LANDOWNER makes more than 2 reimbursement requests per year as provided in Attachment S1, Section 2.1. The STATE shall notify the LANDOWNER within a reasonable time thereafter of any perceived defaults in the LANDOWNER's implementation of the approved MANAGEMENT PLAN. The LANDOWNER hereby represents that it has authority to allow access to the “Forest Stewardship project area” by the STATE in connection with this AGREEMENT, conditional upon receipt of a liability waiver, acceptable to the LANDOWNER for all state personnel visiting the “Forest Stewardship project area”.

SECTION 2 - AMENDMENTS

- 2.1 The LANDOWNER may propose for approval by the STATE, and the STATE may approve, minor alterations to the approved MANAGEMENT PLAN, which will not have a material adverse impact on the achievement of the overall management objectives of the approved MANAGEMENT PLAN. This includes minor changes to the practice implementation schedule and/or changes in the budget/payments schedule so long as the total management activities do not subtract from or exceed the total scope of the approved MANAGEMENT PLAN and the budget/payments schedule does not exceed the total annual budget allocations up to and including the budget request for that year, and so long as the STATE has sufficient funding available to accommodate such a request.
- 2.1 The LANDOWNER may propose for approval by the STATE, and the STATE may approve, significant changes to the approved MANAGEMENT PLAN or budget to adapt to current conditions. Significant amendments to the approved MANAGEMENT PLAN



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shall include an amended budget, which will increase the overall STATE's funding share above the total amount set forth in the approved budget/payment schedule. The STATE shall make the proposed amendments available for public review prior to final approval.

- 2.3 The proposed amendments may include, without limitation, re-establishment of management priorities, increase or reduction of the specified work, increases to the budget/payments schedule, or time for performance of specified tasks, all as determined considering the natural conditions of the “Forest Stewardship project area,” existing management priorities, threats, potential for decline of the natural resource during any period under consideration, availability of specialized labor or technical expertise, permitting requirements and time needed to obtain permits, and other material factors.
- 2.4 Any proposed expenditures which will increase the overall STATE's funding share above the amount set forth in the approved budget of the approved MANAGEMENT PLAN, which are proposed either as a result of additional costs required to implement the approved MANAGEMENT PLAN or as a result of amendments to the approved MANAGEMENT PLAN, must be mutually agreed upon in advance by and between the STATE and the LANDOWNER. If so agreed upon the approval of these expenditures shall be incorporated in written amendment to this AGREEMENT.
- 2.5 Economic Hardship. Notwithstanding other provisions of this AGREEMENT, in the event that the LANDOWNER determines in good faith that it is financially unable without undue economic hardship to fulfill its funding share as provided in Attachment S2, Section 1.1(b), or to carry out fully the management activities described in the approved MANAGEMENT PLAN, attached as Exhibit A to this AGREEMENT, within the budget and time period established thereby, the LANDOWNER may apply to the STATE to renegotiate the terms thereof.
- (a) Negotiation of Amendment. In such event, the STATE and the LANDOWNER shall meet and negotiate in good faith an acceptable amendment to the approved MANAGEMENT PLAN that seeks to accomplish the significant objectives of the approved MANAGEMENT PLAN reasonably within the LANDOWNER's



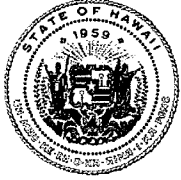
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financial means. The amendment may include, without limitation, re-establishment of management priorities and reduction and/or deferral of the specified work, involving significant costs, and/or extension of time for performance of specified tasks, all as determined considering the natural conditions of the “Forest Stewardship project area,” existing management priorities, threats, potential for decline of the natural resource during any period under consideration, other potential sources of funding, and other material factors.

- (b) Disputes. If the STATE and the LANDOWNER are unable to agree reasonably and in good faith on a suitable amendment to the approved MANAGEMENT PLAN, the parties shall refer any such disputes to arbitration as provided in the General Conditions, Section 11.
  
- (c) No Termination for Economic Hardship. This provision shall not be construed to allow the LANDOWNER or the STATE to terminate this AGREEMENT for economic hardship; it is rather intended to provide a mechanism for reasonable revisions to the approved MANAGEMENT PLAN for economic hardship.

SECTION 3 - PAYBACK OF STATE FUNDS

- 3.1 In the event that the LANDOWNER sells, conveys, or otherwise transfers LANDOWNER’s right, title, or interest in the “Forest Stewardship project area,” or any portion thereof, during the initial term of this AGREEMENT as defined in Attachment S3, Section 2.1, the LANDOWNER shall within 90 days of the sale, conveyance or transfer of title or interest in the “Forest Stewardship project area,” pay back to the STATE a portion of the amount paid by the STATE to the LANDOWNER pursuant to this AGREEMENT. The amount to be paid back to the STATE shall be that fraction of the total matching funds received by the LANDOWNER under this AGREEMENT that is equal to the fraction of the “Forest Stewardship project area” that is sold, conveyed or otherwise transferred by the LANDOWNER.



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3.2 In the event that the LANDOWNER sells, conveys, or otherwise transfers LANDOWNER's right, title, or interest in the "Forest Stewardship project area," or any portion thereof, during the initial term of this AGREEMENT as defined in Attachment S3, Section 2.1, the LANDOWNER will not be required to reimburse the STATE as set forth in Attachment S5, Section 3.1 for the cost-share assistance received if the person(s) who acquire the property contractually agree to assume full responsibility for this AGREEMENT for the initial term of the AGREEMENT, including but not limited to management and financial responsibilities and penalties contained herein. See Agenda Item C-3, as amend, approved at the Board of Land and Natural Resources June 13, 2008 meeting. Nothing in this provision shall relieve the LANDOWNER of its obligations under this AGREEMENT.

SECTION 4 - TERMINATION; DEFAULT; PENALTY PAYBACK

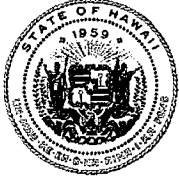
4.1 TERMINATION OF THE AGREEMENT - It is mutually agreed that this AGREEMENT may be terminated for any one of the following reasons on the following terms:

(a) No State Funding. This AGREEMENT shall be terminated if the STATE does not approve funding for the forthcoming fiscal year of the approved MANAGEMENT PLAN. In such event, this AGREEMENT shall automatically terminate without penalty at the end of the funding period then in effect.

(b) Partial State Funding. This AGREEMENT may be terminated by the LANDOWNER if the STATE approves only a portion of its share of funding for the forthcoming fiscal year as outlined in the budget provided in the approved MANAGEMENT PLAN.

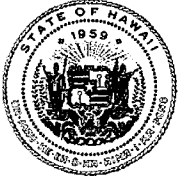
(1) In such event, the LANDOWNER shall elect, by written notice to the STATE, either:

(A) to terminate this AGREEMENT without penalty at the end of the funding period then in effect; or



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- (B) to revise the approved MANAGEMENT PLAN and budget in the LANDOWNER's reasonable discretion to accomplish significant management goals which can reasonably be funded with the amount of STATE funding actually approved.
- (c) Transfer to Government Agency. This AGREEMENT may be terminated without penalty if the “Forest Stewardship project area” is transferred or sold to a government agency committed to forest stewardship and that possesses the technical and professional skills to manage the “Forest Stewardship project area” natural resources.
- (d) LANDOWNER Default. This AGREEMENT may be terminated by the STATE upon substantial evidence that progress being made by the LANDOWNER in carrying out the approved MANAGEMENT PLAN is inadequate, incorrect, or insufficient to substantially complete on a timely basis the work called for in the approved MANAGEMENT PLAN subject to the lack of performance notification provisions set forth below.
- (1) Penalties Apply. In the event of termination for default in accordance with these provisions, the penalty payback provisions set forth below shall apply.
- (2) Lack of Performance Notification. In such event, the STATE may terminate for default, provided the STATE adheres to the following procedures for notice and opportunity to cure prior to termination:
- (A) The STATE shall first notify the LANDOWNER in writing of any perceived inadequacy, incorrectness or insufficient progress. The STATE and the LANDOWNER shall meet within two weeks thereafter, and every three months thereafter until one year following the date of the notice, and discuss in good faith the



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perceived failure and the reasons therefore and any subsequent progress or lack thereof. If the reason for the failure is a good faith inability of the LANDOWNER to carry out the terms of the MANAGEMENT PLAN for reasons beyond the LANDOWNER's reasonable control, including without limitation economic hardship as described in Attachment S5, Section 2.5 above, the STATE and the LANDOWNER shall specifically consider the need to amend the approved MANAGEMENT PLAN, including extending the time to carry out the work called for in the approved MANAGEMENT PLAN and/or revising the budget established in the approved MANAGEMENT PLAN, subject to the provisions of Attachment S1, Section 1.5 and Attachment S5, Section 2 of this AGREEMENT regarding amendments to this AGREEMENT and the approved MANAGEMENT PLAN. Following the date of the notice, the STATE shall be obligated to inspect the "Forest Stewardship project area" once each quarter after notifying the LANDOWNER, to determine the updated status of the perceived default.

- (B) Following the expiration of the one year period following notice of default given by the STATE to the LANDOWNER and failure of the LANDOWNER to remedy the default, or to make significant progress to remedy the default if by its nature the default cannot reasonably be remedied within one year, the STATE may elect to notify the LANDOWNER of its intention to terminate this AGREEMENT for default. Such notice shall be in writing, shall state that the STATE will terminate the AGREEMENT for default on a date not less than 3 months thereafter if the LANDOWNER does not remedy the default, or to make significant progress to remedy the default if by its nature the default cannot reasonably be



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remedied within 3 months, and shall specify that penalties as provided under this AGREEMENT shall apply.

- (C) If the LANDOWNER fails to remedy the default within 3 months thereafter, or to make significant progress to remedy the default if by its nature the default cannot reasonably be remedied within 3 months, the STATE may terminate this AGREEMENT effective immediately for default by written notice thereof to the LANDOWNER.
  - (D) The STATE shall be deemed to have complied with these provisions if it attempts in good faith to meet with the LANDOWNER and to inspect the “Forest Stewardship project area” as provided above, whether or not the LANDOWNER cooperates in such procedures.
- (3) All disputes regarding default and termination under this AGREEMENT, which cannot be resolved by the parties, shall be referred to arbitration as provided in the General Conditions, Section 11.
  - (4) If the LANDOWNER has not fully performed its work under this AGREEMENT on expiration or termination of this AGREEMENT, the STATE may withhold the final payment to the LANDOWNER pending full completion of the LANDOWNER's work. This withheld payment shall be paid by the STATE to the LANDOWNER on final acceptance and tax clearance as provided in Attachment S2, Section 1.2 (b) and the General Conditions, Section 17.

4.2 PENALTY PAYBACK -



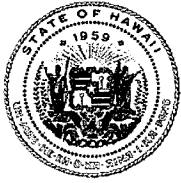


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- (a) Payback and Penalties. In the event that the LANDOWNER defaults on this AGREEMENT as provided in Attachment S5, Section 4.1(d) above and the STATE has followed the Lack of Performance Notification procedures as outlined in Attachment S5, Section 4.1(d)(2) above, the LANDOWNER shall promptly pay to the STATE the following payback and penalty monies:
- (1) Refund of State Funds - 3 Years. All funds paid from the initial date of this AGREEMENT by the STATE to the LANDOWNER in the previous 3 years (or such portion thereof as STATE shall have funded if this AGREEMENT shall have been in effect for less than 3 years) shall be returned to the STATE. In the event that this AGREEMENT shall have been in effect for more than 3 years, the LANDOWNER shall be liable to pay back State funds for the immediately preceding 3 years. In addition, the LANDOWNER shall pay to the STATE a penalty of two percent of the total of funds that are returned to the STATE.
- (b) No Other Party Liable. Only the LANDOWNER receiving State funding under the FOREST STEWARDSHIP PROGRAM shall be liable to the STATE under this AGREEMENT for the payback and penalty.
- (c) Disputes. The LANDOWNER shall have the right to submit any disputes to the arbitration procedure as outlined in the General Conditions, Section 11 if it feels that the imposition of payback, and/or additional penalties is unwarranted.

4.3 VIOLATIONS OF AGREEMENT - It is expressly understood and agreed that violations which are not caused by the LANDOWNER shall not constitute or give rise to a default by the LANDOWNER under this AGREEMENT and no penalty provisions shall apply to the LANDOWNER.

4.4 EFFECT OF EMINENT DOMAIN -



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- (a) Full Condemnation. If any action in eminent domain for the condemnation of the fee title of the entire “Forest Stewardship project area” described herein is filed, or if the “Forest Stewardship project area” is acquired in lieu of eminent domain for a public improvement by a public agency or person or whenever there is any such action or acquisition by the federal government or the state government or any person, instrumentality or agency acting under authority or power of the federal government or the state government, this AGREEMENT shall be deemed null and void without penalty as to the land actually being condemned or so acquired as of the date the action is filed, and upon the termination of such a proceeding, this AGREEMENT shall be null and void without penalty for all land actually taken or acquired.
  
- (b) Partial Condemnation. When such an action to condemn or acquire less than all the entire “Forest Stewardship project area” is filed, this AGREEMENT shall be deemed null and void without penalty as to the portion so condemned or acquired.
  
- (c) Adjustment of approved MANAGEMENT PLAN. The land actually taken by the means set forth above in this Section shall be removed from this AGREEMENT and the approved MANAGEMENT PLAN and budget adjusted accordingly on a reasonable basis by the STATE and the LANDOWNER.

SECTION 5 - INCORPORATION OF CHAPTER 195F, HAWAII REVISED STATUTES

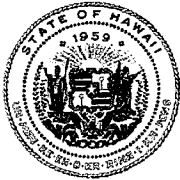
- 5.1 Incorporation. The provisions of chapter 195F, Hawaii Revised Statutes, as amended, are incorporated by reference into this AGREEMENT. In the event that there is any conflict between the provisions of this AGREEMENT and the provisions of chapter 195F, Hawaii Revised Statutes, the latter shall be controlling.
  
- 5.2 Renumbering. In the event that chapter 195F, or any of the sections under chapter 195F, Hawaii Revised Statutes, are renumbered, any references to the chapter or sections in this AGREEMENT shall be deemed renumbered accordingly.



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EXHIBIT A

Waikoloa Dry Forest Recovery Project Forest Stewardship Management Plan.



**STATE OF HAWAII**  
**CONTRACTOR'S**  
**STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of \_\_\_\_\_, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR  is\*  is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

\* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

**CONTRACTOR**

By \_\_\_\_\_  
(Signature)

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Date \_\_\_\_\_

## Forest Stewardship Management Plan

### Project Title: Native Forest Restoration at Ukulele, Haleakala Ranch, Maui

#### I. Cover Sheet

- **Applicant Name:** Haleakala Ranch Company
- **Mailing Address, Email, Phone, Fax:** 529 Kealaloa Avenue, Makawao, Hawaii 96768
- **Property Information**
  - **Landowner name:** Haleakala Ranch Company
  - **Lease/License holder name:** NA
  - **Tax Map Key number(s) of project location:** TMK# 223005004.
  - **State Land Use and County Zone designation:** Agriculture
  - **Property acreage:** Approximately 30,000 Acres
  - **Farm Service Agency Farm No. and Tract No. (if you already have one):** NA
  - **Acreage of stewardship management Area:** 100
  - **Elevation:** 4300—5200 ft.
  - **Slope:** 23%
  - **Perennial or intermittent stream courses:** One intermittent stream (Kahakapao stream)
- **Consultants name:** Prepared by Jordan Jokiel, Haleakala Ranch Land Manager
- **Date the plan was completed:** August 1, 2016

#### II. Signature Page (See Attachment #1)

#### III. Introduction

**Vision and Long term goals of the project:** Haleakala Ranch Company (HRC) has a long and demonstrated history of proactive, responsible land stewardship. Notable efforts include: 1) experimental reforestation efforts at Hosmer's Grove, 2) provision of land to create Haleakala National Park, 3) dedication of a perpetual Conservation Easement to The Nature Conservancy for the creation of Waikamoi Preserve, 4) providing a leadership role for the East Maui, Leeward Haleakala and Southwest Maui Watershed Partnerships, 5) collaboration with DLNR and USFWS for the recovery of Nene on leeward Haleakala, 6) creation of a 1,200 acre sub-alpine watershed protection project at the Pu'u Pahu Reserve, 7) support for experimental disease-resistant *Acacia koa* seed orchards, and 8) adoption/practice of a holistic approach to livestock and pasture management.

In broad terms, the long-term conservation vision for the Ranch is to continue to expand upon important initiatives on the Ranch, and to continue facilitating the land stewardship projects of other partner agencies on adjacent lands.

The specific long-term goal of this FSP project is to protect and restore approximately 100 acres of native forests and important watershed to benefit native plants, wildlife, and other important resources.

**Description of the Property:** Haleakala Ranch has been family owned since its incorporation in 1888. Its lands encompass approximately 30,000 acres, that span dozens of micro-climates and a wide range of terrain types, from sea level to over 9,000 ft. The Project area is situated on the windward slopes of Haleakala, on east Maui, above Makawao town between 4300 and 5200 ft. The 100-acre site is

characterized as having a relatively intact native Koa/Ohi'a canopy with a remnant diverse native understory, especially in the steep gulches that dissect the site. It is adjacent to Makawao Forest Reserve, The Nature Conservancy's Waikamoi Preserve, and active grazing lands owned by Haleakala Ranch.

**Overview of the management objectives and specific goals of the project:** Specific goals of the project include protection and recovery of the native-forested watershed, control of high priority invasive weeds, ungulate control, recovery of rare and endangered species, public outreach and education, and the development of a silvopastoral practice as a management tool for weed suppression and restoration.

- **Recovery of the native-forested watershed:** Recovery will be accomplished by facilitating native recruitment and succession by eliminating threats (invasive plants and feral animals), and by direct out-planting and seed scattering of native species.
- **Weed control:** Several invasive weed species are present in the project site. These are listed in Attachment #2. The management goal for weed control is to reduce or eliminate priority weeds to the point where they no longer inhibit and/or prevent the recovery of the native forest. The specific weed control strategies and Practices are discussed in greater detail in Section V.
- **Ungulate control:** A small number of feral pigs and deer are present in the project site. A program to remove all feral ungulates will be initiated within the first year of the project. The long term goal will be zero feral ungulates within the project site.
- **Recovery of Rare and Endangered species:** One of the major goals of the project is to provide a safe haven for the recovery of Rare and Endangered species. There are currently no Rare or Endangered species found within the project site. A suite of regionally appropriate R&E species will be out-planted over time where weeds and ungulates have been controlled. A preliminary list of these species is included in Attachment #2. With input from the Plant Extinction Prevention Program (PEPP) and other conservation partners, this list will likely be expanded upon as management progresses and additional areas become more suitable for out-planting these sensitive species.
- **Public outreach and education:** Much of the proposed work will be done with the assistance of volunteers and community groups. Hands-on learning through volunteerism at the site is expected to provide a high value experience and help cultivate a sense of conservation stewardship in the local community.
- **Development of a silvopastoral practice as a management tool for weed suppression and restoration:** A major goal of the project is to develop an innovative management approach which utilizes targeted grazing with domestic livestock to reduce invasive weeds and facilitate restoration. Targeted grazing is expected to significantly reduce the amount of herbicide, equipment, and person hours needed to manage invasive weeds, especially in the understory, while providing a more favorable environment for native out-plantings.

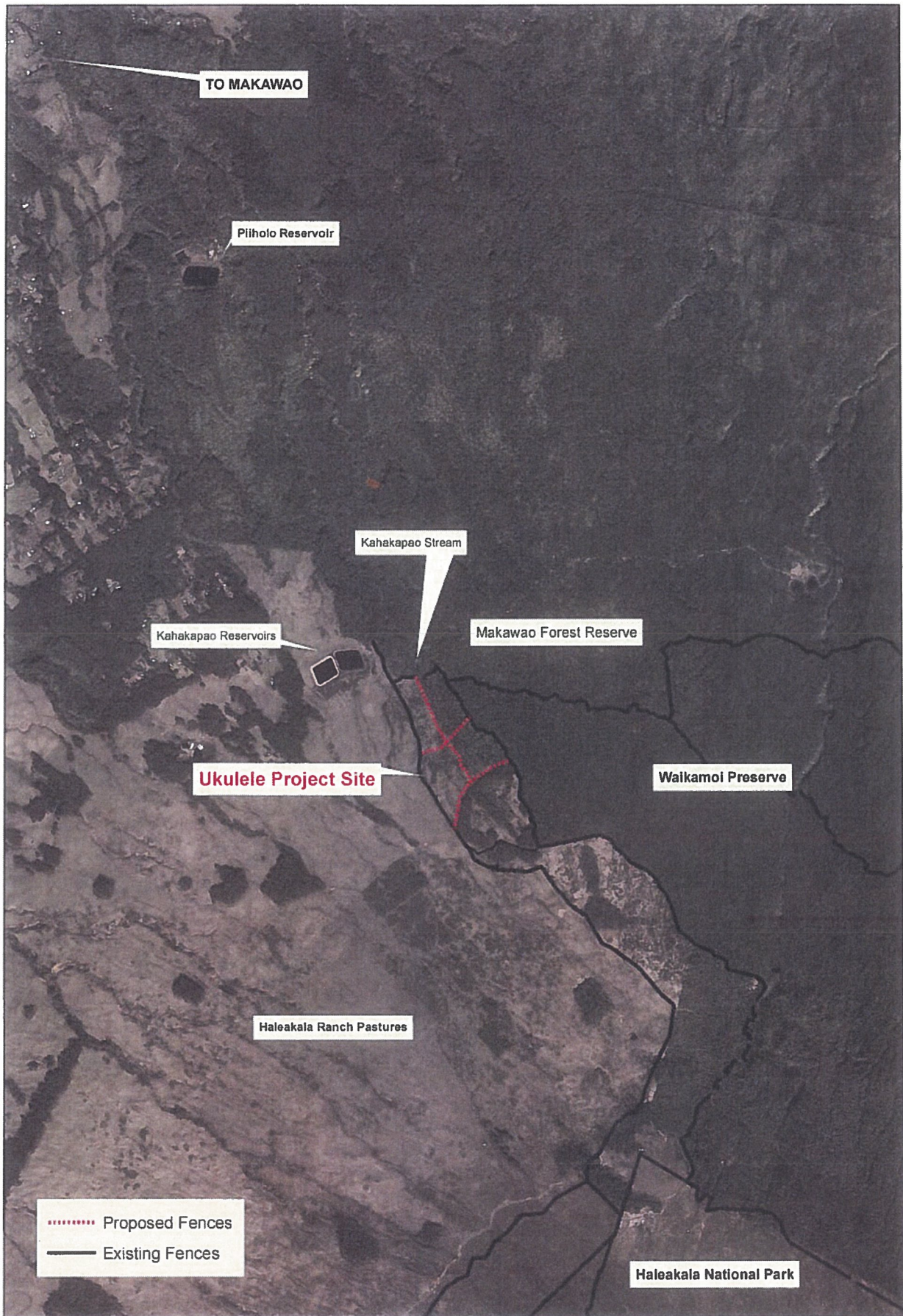




1 inch = 10,000 feet

### Ukulele Restoration Project site

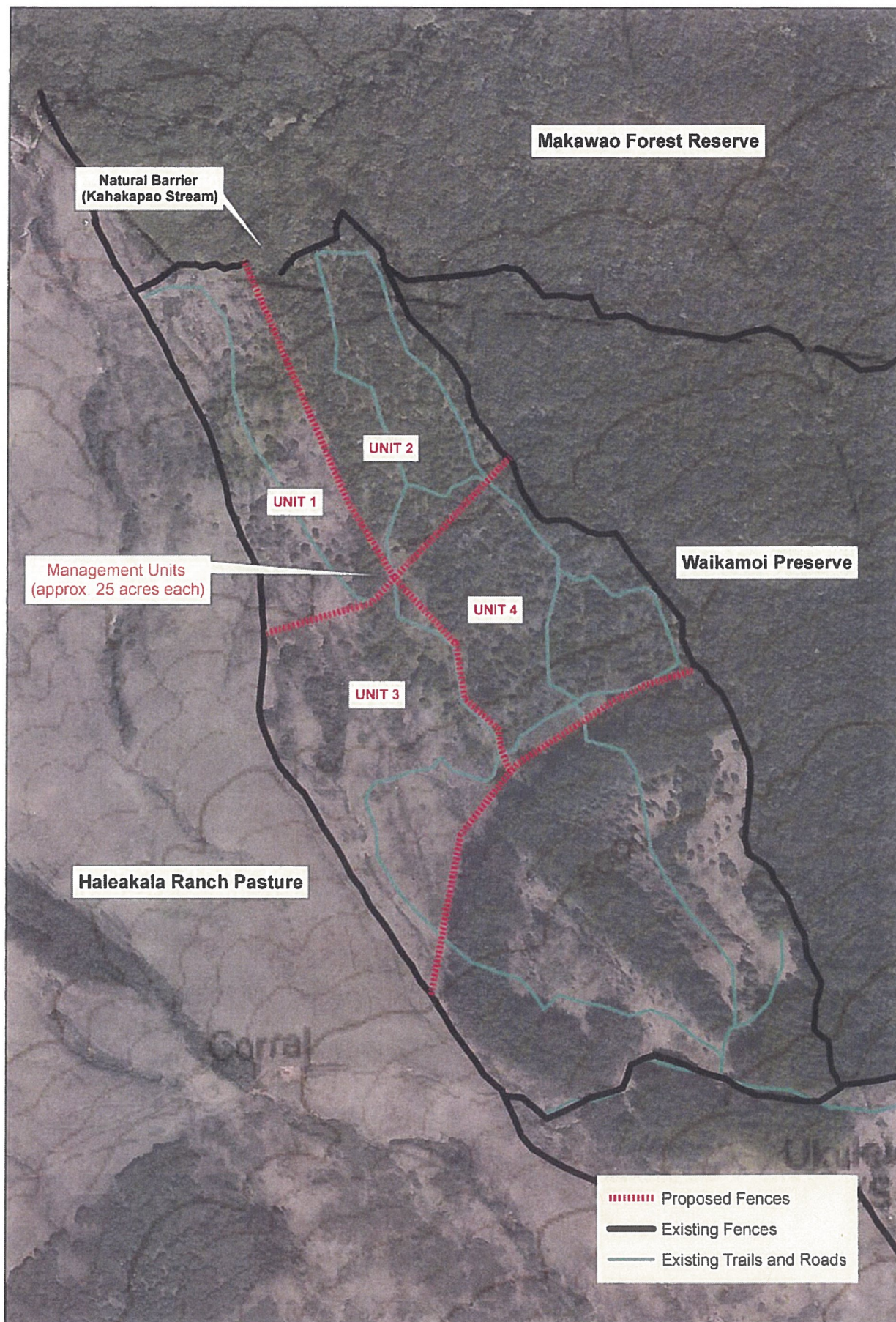




1 inch = 2,000 feet

**Ukulele Restoration Project site**





Natural Barrier  
(Kahakapao Stream)

Makawao Forest Reserve

UNIT 2

UNIT 1

Management Units  
(approx 25 acres each)

Waikamoi Preserve

UNIT 4

UNIT 3

Haleakala Ranch Pasture

- Proposed Fences
- Existing Fences
- Existing Trails and Roads



1 inch = 410 feet

**Ukulele Restoration Project Site: The 100  
acre Project area encompasses  
Units 1, 2, 3 and 4**

#### IV. Land and Resource Description

- **Existing vegetation/Forest types:** Forest type = Koa/Ohi'a Montane Mesic Forest. See Attachment #2 for existing vegetation and Forest types.
- **Existing forest health and function:** The site is characterized as being a healthy forest with no significant or obvious ecosystem diseases observed. There is limited native recruitment and the system is not recovering naturally due to competition or predation by invasive plants and animals. The majority of the native over-story (approximately 65%) is still intact, especially in the eastern portion of the unit, but scattered mature Ohia and Koa stands also still persist in the more open western areas. Blackberry and Kikuyu grass dominate the understory in many areas and create a significant challenge for natural recruitment by native species.
  - **List of invasive species:** See Attachment #2
  - **Chronic disease, insect, rodents and/or fire threats:** No chronic diseases have been noted or observed. There is little threat from fire as the area is relatively moist year round (average annual rain fall = 55 inches) and the grazing practice in adjacent pastures keeps fuel loads relatively low. (See Attachment #2 for a preliminary list of wildlife observed at the site).
- **Soils and their condition:** Olinda Loam. Well-drained with Volcanic Ash as parent material. Based on the success of recent nearby native out-plantings it is expected that this soil type will positively influence vegetation recovery. The soil condition and chemistry will be determined when soil samples are taken prior to out-planting.
- **General slope and aspect:** Slope = 23%. Aspect: North
- **Water resources and their condition:** Average annual rainfall, as measured from an on-site rain-gauge over the last 5 years is 53 inches. Monthly rainfall during that same period can range from 0 to 12.5 inches, with the majority of rain occurring between November and March. It is uncertain how this pattern will be affected by climate change. Several intermittent tributaries of Kahakapao stream dissect the site. At approximately 2,000 feet, Kahakapao and Waiohiwi streams converge to form Maliko stream, which flows into the ocean during heavy rainfall events.
- **Timber resources:** There exists the potential for a very limited salvage harvest of senescent Koa trees as a timber resource. This opportunity is still being contemplated by HRC and would not be part of this project.
- **Wetland resources:** None
- **Significant historic and cultural resources:** The area mauka (up-slope) of the project site was once the site of a dairy camp consisting of several ranch houses and corrals. These are no longer in existence and the area has been grazed for many years. No archaeological survey has been done.
- **Existing wildlife:** (See Attachment #2)
- **Threatened and Endangered species existing on property:** None known from Project site but multiple species are proposed for out-planting. (See Attachment #3)
- **Existing recreational and aesthetic values:** Access to the site for recreational purposes, including hunting is mostly limited to Ranch family members, staff, and guests of the Ranch. Members of the Mauna ala Hiking Club have hiked through the area for years, with permission from the Ranch. It is anticipated that the area would be made more available for the enjoyment of others via volunteer events and guided, educational hikes for local schools and other groups.
- **Infrastructure and access conditions:** There is a very limited system of 4-wheel drive roads and trails that traverse the project site. To facilitate long-term management, portions of these roads are proposed for improvement. HRC will not seek FSP funding for any road

improvements. There is one 2,500-gallon water tank at the site which provides water for livestock.

## **V. Management Objectives and Practices**

**Overview:** The purpose of this project is to protect and restore the native montane mesic ecosystem and watershed of an approximately 100 acre area to benefit native plants, wildlife, and other important resources. The project area is characterized by a relatively intact native Koa/Ohi'a canopy with a remnant diverse native understory, especially in the steep gulches that dissect the site. It is adjacent to Makawao Forest Reserve, The Nature Conservancy's Waikamoi Preserve, and active grazing lands owned by Haleakala Ranch.

The restoration effort will entail the improvement of existing perimeter fences, installation of new internal fences, ungulate and invasive weed control, out-planting and seed scattering of regionally appropriate native species, and long-term maintenance/monitoring of the project site.

The first steps will be to improve and complete fences, develop management infrastructure and remove all feral ungulates from the project site. Chemical and mechanical weed control, combined with a silvopastoral practice of managed targeted grazing, will then be incorporated, one unit at a time, within four internal 25 acre fenced units.

Once the first phase of weed control has been completed in a unit, and the unit has been prepared for out-planting, regionally appropriate native trees and shrubs will be established by hand planting. To help reduce the high costs of labor and materials, much of the restoration of the ground cover and understory will be done by hand scattering or broadcasting native seeds.

It is important to note that the weeding, out-planting and seed scattering process is meant to provide a more favorable environment and important head-start for key components of the ecosystem. Long term recovery and restoration of the site will very much depend on natural regeneration/recruitment from existing remnant wild stands, as well as progeny from these supplemental out-plantings.

Fixed photo points and permanent monitoring stations throughout the project site will help document the habitat's response to management actions and track important changes over time. These data will be further complemented and compared with periodic analysis of satellite imagery using "World View" data sets.

The proposed work will be conducted and coordinated by a team of professional HRC land managers, all of whom have demonstrated experience in natural resources management and ecological restoration. Conservation partners likely to participate and/or play key roles in the project include The Nature Conservancy, the Plant Extinction Prevention Program, the U.S. Fish and Wildlife Service, the Maui Invasive Species Committee, and the Leeward Haleakala and East Maui Watershed Partnerships.

Finally, much of the proposed work will be done with the assistance of volunteers and community groups of approximately 15 people per group. Several volunteer groups initially identified include Kamehameha Schools, Montessori School of Maui, King Kekaulike High School, and friends and families of the Ranch. This list will be expanded upon as the project develops, and HRC intends to collaborate with the East Maui Watershed Partnership's Outreach Coordinator's volunteer program as well. Hands-on learning



thru volunteerism at the site is expected to provide a high value experience and help cultivate a sense of conservation stewardship in the local community.

**A detailed description of each Management Practice follows:**

- **Fence (Practice code #382):** In Year 1, the existing perimeter fences (approximately 10,000 ft. constructed of 8 ft. Tight-Lock hogwire) will be improved with vertical and horizontal fencing as needed. Inside this perimeter, approximately 6,600 feet of new 47-inch hog wire fence will be constructed to create 4 internal management units of approximately 25 acres each. The perimeter fences will exclude feral animals, including deer, and the internal fences will facilitate targeted grazing by domestic livestock. All perimeter fences will be inspected quarterly and after major weather events (high winds and water) to ensure they prohibit and/or restrict movement of animals, and all internal fences will be inspected prior to targeted grazing.
  
- **Forest Health and Protection (Practice code #595):**
  - **Feral Animal Control:** Based on field observations of ground disturbance, browse and scat, as well as incidental observations made by hunters, a small number (<10 deer and <10 pigs) of feral pigs and deer occur in the project area. A methodical animal control program will be initiated immediately upon completion of the fencing. All feral animals will likely be removed well within the first 12 months, but this plan calls for two years of animal control, as the last few remaining animals often prove difficult to remove. Animal snares and traps will not be used as there are on-going livestock operations and periodic recreational hunting (bird hunting with dogs) in the adjacent pastures. Several of the Ranch's conservation partners and volunteer hunters have expressed a willingness to assist with animal control efforts, but it is likely that the Ranch will also engage with a well-vetted contractor to do the work in a quick and efficient manner. Based on a similar operation on the Ranch in 2015, the cost is estimated to be \$2,000/day for a contracted four-person team equipped with Forward Looking Infra-red technology (FLIR). Once all feral animals have been removed, any report of ungulate sign in the project site will trigger an immediate management response, to include hunting and fence inspections/repair. Again, all perimeter fences will be inspected quarterly and after major weather events.
  - **Integrated Pest Management:** Biosecurity protocols designed to prevent the accidental introduction of unwanted pests will be adopted from existing Best Management Practices currently utilized by local agencies including The Nature Conservancy, The East Maui Watershed Partnership and the Leeward Haleakala Watershed Restoration Partnership. This includes inspection/cleaning of gear and vehicles prior to entry into the project site and decontamination after exiting the site. Pest monitoring, especially for new plant and animal species, will generally be accomplished in the course of routine work performed by field staff, as well as during scheduled monitoring events (described in greater detail in Section X). Increased monitoring and targeted pest management activities will also be conducted as the need arises (i.e in response to reports of ROD, Coqui, Little Fire Ant, etc.).

- **Weed Control (Practice code #314, #315 and #490):** There are two weed control methodologies that will be employed to control priority invasive weeds and prepare the site for out-planting: Targeted grazing and Chemical/Mechanical control (C/M).

Targeted grazing refers to deliberate, closely managed grazing by livestock to produce a desired outcome....in this case, to significantly reduce the biomass of weeds, facilitate more effective chemical/mechanical weed control, and provide nutrient inputs (manure) back into the system. This grazing technique is expected to significantly reduce the amount of herbicide, equipment, and person hours needed to manage the project site, especially in the understory, while providing a more favorable environment for native out-plantings.

Targeted grazing will occur sequentially, in one management unit at a time. Each year for a total of four years, a ~25 acre Management unit will be intensively grazed until the understory weeds have been reduced to levels that are more easily and efficiently controlled by Chemical and Mechanical means. Based on a trial conducted in November 2015 this is estimated to take approximately 625 Animal Unit (AU) days of grazing per unit (1 AU = the equivalent of 1 adult cow, or 5 adult sheep, or 5 adult goats). When this proposal was originally submitted in December 2015, HRC had an active multi-species grazing program that included goats, sheep, cattle, and poultry. For a number of reasons this program is now downsizing and HRC will be focusing its livestock operations mostly on cattle. A small number of sheep and goats (approximately 100 total) will likely be retained as part of the grazing and weed control program but it is not certain which species, or combination of species will be used for targeted grazing at Ukulele. Grazing will be very closely monitored by experienced livestock and land management staff to ensure damage to native species is minimized or avoided entirely. In the 2015 trial, damage to native species was negligible, and mostly limited to young Pilo (*Coprosma foliosa*). Pilo is a hardy species with a weedy habit, and is common throughout the project site. It recruits naturally, even in the presence of ungulate and weed threats and is expected to rebound quickly and naturally once grazing pressure is removed.

C/M will be initiated in each unit immediately after each targeted grazing event. By sequencing C/M after targeted grazing, the weed biomass will be reduced, have less vigor, and be more easily targeted as the weeds will be more exposed from the surrounding grass and other grazed vegetation. After this initial knock-down and subsequent out-planting, follow-up C/M is proposed to occur each year to maintain and “hold” the site from re-invasion. Each year the cost and level of effort for weed control is expected to be reduced as weed seed banks are exhausted and out-plantings become better established. Long-term weed control will be accomplished via ecological competition with native species, supplemented by on-going C/M, as needed.

The following herbicide prescriptions, will be incorporated for chemical control:

- Escort/Telar/Phase: Applied with backpack sprayers for control of Blackberry

- Garlon 4/Forestry crop oil or diesel: Applied by hand using cut stump or basal bark treatments for control of woody tree species (Tropical ash, Black wattle, Pines, etc.)
  - Garlon 3A/Telar/Phase: Applied with backpack or truck-mounted sprayers or by helicopter for control of Gorse
- **Tree and Shrub Site Preparation (Practice code #490):** Trees and shrubs will be out-planted in each management unit after invasive weeds have been controlled. If needed, individual planting sites will also be back-pack sprayed with a small amount of herbicide (likely 2% Glyphosate in water) several weeks prior to planting to remove any remaining unwanted vegetation in an approximately 3-foot diameter area. Hand labor, hand tools and gas-powered augers will be used to make the planting holes. This simple technique has proven to be very effective in other out-planting efforts on the Ranch, and is much easier to manage with volunteers.

In the process of improving existing roads and trails, scarification of the soil is expected. This process will be closely monitored for its ability to facilitate the recruitment of native species, and this strategy may be employed to supplement out-plantings where appropriate. Scarification is not being proposed as a primary site-preparation tool at this time as scarification of the ground will likely facilitate aggressive gorse recruitment from the seed bank.

- **Nutrient Management (Practice code #590):** Prior to out-planting, soil samples will be taken and analyzed to develop a site-specific nutrient management program for the project area. With oversight provided by Forest Solutions, Native Nursery (the nursery providing the out-plantings), and other professional consultants, this program will be adapted over time as needed. This analysis process was successfully implemented for a Koa out-planting in an adjacent pasture in 2015 with the following pre-planting prescription, provided here as an example:
  - 50% 11-52-00 (MAP – mono-ammonium phosphate)
  - 50% 0-0-22-11Mg-22S (K-Mag)
  - 1 lb of granular Borate per 50 lb mix (2 gram/seedling)
  - 2.5 lb of zinc sulfate per 50 lb mix (5 gram/seedling)
  - Applied at a rate of 4 dry ounces per tree in a crown about 30-40 cm in diameter around the planted seedling.
- **Tree and Shrub Establishment (Practice code #612):** Trees and shrubs will be hand planted in each management unit during the winter months (November—March), after invasive weeds have been controlled, and the site has been properly prepped. Based on field observations and recommendations from other conservation partners and consultants, a planting density of approximately 200 seedlings/acre using SC#10 dibbles is proposed. These will be supplemented by hand-planting approximately 50 additional trees per acre using the “Special Areas Practice” described in greater detail below. Out-planting will be concentrated in light gaps and other areas presently devoid of native trees and vegetation, especially in the western portion of the unit. Additional supplemental out-plantings to replace or fill areas as needed is proposed toward the latter part of the project period. To maintain the genetic integrity of the eco-region and prevent genetic corruption of the adjacent native wild forests, all seed material will be collected from local sources on Haleakala Ranch, Makawao Forest Reserve, Waikamoi Preserve and other appropriate locations. Seedlings will be germinated by Native Nursery LLC, a vetted,

professional nursery located in Kula, Maui. Native Nursery provides plant material for numerous restoration efforts statewide and the strict sanitation protocols developed by the nursery will be adopted for this project. (See Attachment #3 for a preliminary list of species to be out-planted or seed scattered)

- **Special Areas Practice:** The FSP “Special Areas Practice” of establishing plants in large containers (one-gallon deep pot or similar) will be incorporated for several very important slower growing sub-canopy and canopy species, including Ohi’a, Kole’a, Kawa’u and ‘Olapa. The expectation is that larger out-planted individuals of these species have more vigor, greater competitive advantage, and are more likely to become successfully established. Native Nursery estimates the cost for these to be \$10—15 each.
- **Ground Cover Establishment:** To help reduce the high costs and labor associated with intensive out-planting such a large area, much of the restoration of the ground cover and understory will be done by scattering native seeds. Seeds from regionally appropriate sources will be collected during the course of routine field operations. Based on their availability, these will be scattered directly by hand or deployed in carefully prepared clay “seed balls” two times per unit. (See Attachment #3 for a preliminary list of species to be out-planted or seed scattered).

**VI. Practice Implementation Schedule:** (See Attachment #4)

**VII. Budget summary:** (See Attachment #5)

**VIII. Required Maps:** Provided in Section III, on pages 3, 4 and 5.

**IX. Photographs of Project Site:** (See Attachment #6)

**X. Monitoring:** Two monitoring methodologies will be employed: Ground based monitoring plots and analysis of satellite imagery.

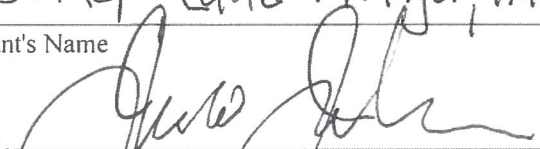
- **Ground-based monitoring:** Two fixed 100 square meter circular monitoring plots will be established on the ground in each unit (8 plots total). All plant species occurring within the plots will be identified and their % cover will be quantified in three layers (<1 meter, 1 meter to 5 meters, >5meters) using a modified braun/blanquet scale. Photo points will be taken in all four cardinal directions at breast height from fixed points mounted on the top of steel T-posts. Detailed notes, observations and management recommendations will be recorded, especially for any significant or unforeseen challenges. Plots will be monitored in Year 1, Year 6 and Year 10.
- **Satellite Imagery:** Analysis of World View 2 or 3 satellite imagery will occur in Years 1, 6 and 10, to coincide, and be compared with ground-based monitoring. Satellite imagery will be used with the Ranch’s GIS program to assess gross changes in response to management efforts.

# Attachment #1

## Forest Stewardship Plan Signature Page

Professional Resource Consultant Certification: I have prepared (revised) this Forest Stewardship Plan. Resource Professionals have been consulted and/or provided input as appropriate during the preparation of this plan.

Prepared by: Jordan W. Jotiel, Land Manager, Haleakala Ranch  
Professional Resource Consultant's Name

Professional Resource Consultant's Signature: 

Date: 28 August 2016

Applicant Certification: I have reviewed this Forest Stewardship Plan and hereby certify that I concur with the recommendations contained within. I agree that resource management activities implemented on the lands described shall be done so in a manner consistent with the practices recommended herein.

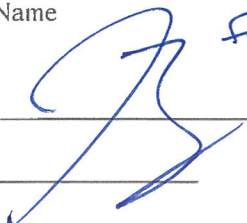
Prepared for: DON YOUNG, President and CEO, Haleakala Ranch  
Applicant's Name

Applicant's Signature: 

Date: 8/29/16


State Forester's Approval: This plan meets the criteria established for Forest Stewardship Plans by Hawaii's Forest Stewardship Advisory Committee. The practices recommended in the plan are eligible for funding according to state of Hawaii Forest Stewardship Program guidelines and administrative rules.

Approved by: David G. Smith, Division of Forestry and Wildlife Administrator  
State Forester's Name

State Forester's Signature:  FD65

Date: 12/28/2016

Forest Stewardship Advisory Committee Approval: This plan was reviewed and approved by the Forest Stewardship Advisory Committee on Sept. 9, 2016  
Date of approval

Cooperative Resource Management Forester: 



## Attachment #2

### Existing Flora/Vegetation

Genus	species	common name	distribution
<b>Pteridophytes</b>			
<i>Adiantum</i>	<i>raddianum</i>		nat
<i>Asplenium</i>	<i>contiguum</i>		end
<i>Asplenium</i>	<i>macraei</i>		end?
<i>Asplenium</i>	<i>polyodon</i>		ind
<i>Asplenium</i>	<i>unilaterale</i>	pamoho	ind
<i>Asplenium</i>	<i>x waikamoiana</i>		end
<i>Athyrium</i>	<i>microphyllum</i>	akolea	end
<i>Cibotium</i>	<i>glaucum</i>	hapuu	end
<i>Coniogramme</i>	<i>pilosa</i>	loulu	end
<i>Cyclosorus</i>	<i>parasitica</i>		nat
<i>Cyslosorus</i>	<i>sandwicensis</i>	hoio kuka	end
<i>Deparia</i>	<i>petersenii</i>		nat
<i>Dicranopteris</i>	<i>linearis</i>	uluhe	ind
<i>Diplazium</i>	<i>arnottiana</i>	pohole	end
<i>Diplazium</i>	<i>sandwicianum</i>	pohole	end
<i>Doodia</i>	<i>kunthiana</i>		end
<i>Dryopteris</i>	<i>glabra</i>		end
<i>Dryopteris</i>	<i>fusco-atra</i>		end
<i>Dryopteris</i>	<i>rubiginosa</i>		end
<i>Dryopteris</i>	<i>wallichiana</i>		end
<i>Elaphoglossum</i>	<i>paleaceum</i>		ind
<i>Lepisorus</i>	<i>thunbergianus</i>	pakahakaha	ind
<i>Marattia</i>	<i>douglasii</i>	pala	end
<i>Microlepia</i>	<i>strigosa</i>	palapalai	ind
<i>Pseudophegopteris</i>	<i>keraudreniana</i>	waimakanui	end
<i>Pteridim</i>	<i>aquilinum</i>	kilau	end
<i>Pteris</i>	<i>cretica</i>	`oali	ind
<i>Pteris</i>	<i>terminalis</i>	waimakanui	ind
<i>Sadleria</i>	<i>cyatheoides</i>	ama`u	end
<i>Sadleria</i>	<i>squarrosa</i>	apu`u	end
<i>Sellaginella</i>	<i>arbuscula</i>	lepelepe a moa	end
<i>Sphaeropteris</i>	<i>cooperi</i>	Australian tree fern	nat (Invasive)
<i>Vandenboschia</i>	<i>cyrtotheca</i>		end
<i>Vandenboschia</i>	<i>davallioides</i>		end
<b>Dicots</b>			
<i>Acacia</i>	<i>koa</i>	koa	end
<i>Ageratina</i>	<i>adenophora</i>		nat
<i>Alyxia</i>	<i>stellatus</i>	maile	ind
<i>Bidens</i>	<i>pilosa</i>	beggars tick	nat
<i>Broussaisia</i>	<i>arguta</i>	kanawao	end
<i>Cheirodendron</i>	<i>trigynum</i>	olapa	end
<i>Cinnamomum</i>	<i>camphora</i>		nat

<i>Clermontia</i>	<i>arborescens</i>	oha wai	end
<i>Clermontia</i>	<i>kakeana</i>	oha wai	end
<i>Conyza</i>	<i>bonariensis</i>	hairy horseweed	nat
<i>Coprosma</i>	<i>foliosa</i>	pilo	end
<i>Cyrtandra</i>	<i>grayi</i>	haiwale	end
<i>Cyrtandra</i>	<i>hashimotoi</i>	haiwale	end
<i>Cyrtandra</i>	<i>platyphylla</i>	ilihia	end
<i>Dodonaea</i>	<i>viscosa</i>	aalii	ind
<i>Dubautia</i>	<i>plantaginea</i>	na'ena'e	end
<i>Eucalyptus</i>	<i>sp.</i>		nat (Invasive)
<i>Fraxinus</i>	<i>uhdei</i>	tropical ash	nat (Invasive)
<i>Hypochaeris</i>	<i>radicata</i>	hairy cats ear	end
<i>Ilex</i>	<i>anaomala</i>	kawau	ind
<i>Lapsana</i>	<i>communis</i>	nipplewort	nat
<i>Leptecophylla</i>	<i>tameiameiae</i>	pukiawe	ind
<i>Lotus</i>	<i>sp.</i>		nat
<i>Lythrum</i>	<i>maritimum</i>	pukamole	nat
<i>Metrosideros</i>	<i>polymorpha</i>	ohia lehua	end
<i>Myrsine</i>	<i>lessertiana</i>	kolea lau nui	end
<i>Oxalis</i>	<i>corniculata</i>	yellow wood sorrel	pol?
<i>Peperomia</i>	<i>cookiana</i>	ala ala wainui	end
<i>Perrottetia</i>	<i>sandwicensis</i>	olomea	end
<i>Physalis</i>	<i>peruvianum</i>	poha	nat
<i>Pipturus</i>	<i>albidus</i>	mamaki	end
<i>Plantago</i>	<i>lanceolata</i>	narrow-leaved plantain	nat
<i>Prunella</i>	<i>vulgaris</i>	self-heal	nat
<i>Psidium</i>	<i>cattleianum</i>	strawberry guava	nat (Invasive)
<i>Rubus</i>	<i>argutus</i>	Florida prickly blackberry	nat (Invasive)
<i>Rubus</i>	<i>hawaiiensis</i>	akala	end
<i>Senecio</i>	<i>madagascariensis</i>	fireweed	nat (Invasive)
<i>Senna</i>	<i>sp.</i>		nat
<i>Sophora</i>	<i>chrysophylla</i>	mamane	end
<i>Ulex</i>	<i>europaea</i>	gorse	nat (Invasive)
<i>Urera</i>	<i>glabra</i>	opuhe	end
<i>Vaccinium</i>	<i>calycinum</i>	ohelo ka laau	end
<i>Vaccinium</i>	<i>reticulatum</i>	ohelo ai	end
<i>Youngia</i>	<i>japonica</i>		nat
<b>Monocots</b>			
<i>Andropogon</i>	<i>virginicus</i>	broomsedge	nat (Invasive)
<i>Anthoxanthum</i>	<i>odoratum</i>	vernalgrass	nat
<i>Axonopus</i>	<i>fissifolius</i>	narrow-leaved carpet grass	nat
<i>Carex</i>	<i>alligata</i>		end
<i>Carex</i>	<i>wahuensis</i>		end
<i>Dactylis</i>	<i>glomerata</i>	orchard grass	nat

<i>Eragrostis</i>	<i>brownei</i>	sheep grass	nat
<i>Hedychium</i>	<i>gardnerianum</i>	Himalayan ginger	nat (Invasive)
<i>Holcus</i>	<i>lanatus</i>	velvet grass	nat (Invasive)
<i>Melinis</i>	<i>repens</i>	Natal reedtop	nat (Invasive)
<i>Paspalum</i>	<i>conjugatum</i>	Hilo grass	nat (Invasive)
<i>Paspalum</i>	<i>dilatatum</i>	Dallis grass	nat
<i>Pennisetum</i>	<i>clandestinum</i>	kikuyu grass	nat (Invasive)
<i>Setaria</i>	<i>parviflora</i>	yellow foxtail	nat
<i>Smilax</i>	<i>melastomifolia</i>	hoi kuahiwi	end
<i>Sporobolus</i>	<i>africanus</i>	smutgrass	nat
<i>Zantedeschia</i>	<i>aethiopica</i>	calla lily	nat

## Existing Fauna/Wildlife

Genus	species	common name	distribution
<i>Axis</i>	<i>axis</i>	Axis deer	nat (Invasive)
<i>Caconemobius</i>	<i>sp.</i>		
<i>cf. Pronesopupa</i>	<i>sp.</i>		end
<i>Chlorodrepanis</i>	<i>virens</i>	'Amakihi	end
<i>Cyclosa</i>	<i>sp.</i>		
<i>Deroceras</i>	<i>sp.</i>		nat
<i>Felis</i>	<i>silvestris catus</i>	House cat	nat (Invasive)
<i>Herpestes</i>	<i>sp.</i>	Mongoose	nat (Invasive)
<i>Himatione</i>	<i>sanguinea</i>	'Apapane	end
<i>Limax</i>	<i>maximus</i>	Leopard slug	nat
<i>Oxychilus</i>	<i>alliarus</i>	Garlic snail	nat
<i>Phasianus</i>	<i>colchicus</i>	Ring-necked Pheasant	nat
<i>Philodoria</i>	<i>sp.</i>	Pipturus leaf miner	end
<i>Pluvialis</i>	<i>fulva</i>	Pacific Golden-Plover	ind
<i>Sus</i>	<i>scofa</i>	Feral pig	nat (Invasive)
<i>Tornatellides</i>	<i>sp.</i>		end
<i>Udea</i>	<i>stellata</i>		end
<i>Vestiaria</i>	<i>coccinea</i>	'Iwi	end
<i>Zosterops</i>	<i>japonicus</i>	Japanese White-eye	nat

ind = indigenous, end = endemic, nat = naturalized non-native, pol = Polynesian introduction

## Attachment #3

### Species Proposed for Out-planting and Seed Scattering

The following table summarizes the species that will be considered for out-planting and seed scattering. As the project progresses it is expected that this list will be expanded upon with guidance provided by the Plant Extinction Prevention Program, the USFWS, DLNR and other Conservation Partners.

<b>Genus</b>	<b>Species</b>	<b>Distribution</b>	<b>Out-plant</b>	<b>Seed scatter</b>
<i>Acacia</i>	<i>koa</i>	Endemic	yes	yes
<i>Alyxia</i>	<i>stellatus</i>	Indigenous	no	yes
<i>Broussaisia</i>	<i>arguta</i>	Endemic	no	yes
<i>Cheirodendron</i>	<i>trigynum</i>	Endemic	yes	yes
<i>Clermontia</i>	<i>Sp.</i>	Endemic	yes	yes
<i>Coprosma</i>	<i>foliosa</i>	Endemic	no	yes
<i>Cyanea</i>	<i>duvalliorum</i>	Endemic	yes	no
<i>Cyanea</i>	<i>maritae</i>	Endemic (PEPP species)	yes	no
<i>Cyrtandra</i>	<i>Sp.</i>	Endemic	yes	yes
<i>Diplazium</i>	<i>molokaiense</i>	Endemic (PEPP species)	yes	no
<i>Dodonaea</i>	<i>viscosa</i>	Indigenous	yes	yes
<i>Dubautia</i>	<i>plantaginea</i>	Endemic	yes	yes
<i>Ilex</i>	<i>anaomala</i>	Indigenous	yes	yes
<i>Metrosideros</i>	<i>polymorpha</i>	Endemic	yes	yes
<i>Myrsine</i>	<i>lessertiana</i>	Endemic	yes	yes
<i>Peperomia</i>	<i>subpetiolata</i>	Endemic (PEPP species)	yes	no
<i>Perrottetia</i>	<i>sandwicensis</i>	Endemic	yes	yes
<i>Phyllostegia</i>	<i>haliakalae</i>	Endemic (PEPP species)	yes	no
<i>Phyllostegia</i>	<i>pilosa</i>	Endemic (PEPP species)	yes	no
<i>Pipturus</i>	<i>albidus</i>	Endemic	yes	yes
<i>Rubus</i>	<i>hawaiiensis</i>	Endemic	no	yes
<i>Sophora</i>	<i>chrysophylla</i>	Endemic	yes	yes
<i>Urera</i>	<i>glabra</i>	Endemic	yes	yes
<i>Vaccinium</i>	<i>Sp.</i>	Endemic	no	yes

## Attachment #4 Practice Implementation Schedule

**Year 1**

Practice Component	Component Codes *	Units	Cost/Unit (\$)	Total Cost (\$)	Applicant Share (\$)	USFWS Grant Funds Share (\$) **	FSP Share (\$)
Fence	Fence (Code 382) in Units 1,2,3 and 4	6,600 feet	7	46,200	23,100	0	23,100
Forest Health and Protection	Integrated Pest Management: Ungulate control in Units 1,2,3 and 4 (Code 595)	100 acres	100	10,000	5,000	0	5,000
Monitoring	Upland Wildlife Habitat Monitoring in Units 1,2,3 and 4 (Code 645)	100 acres	50	5,000	2,500	0	2,500
<b>TOTALS</b>				<b>61,200</b>	<b>30,600</b>	<b>0</b>	<b>30,600</b>

\*Refer to maps on pages 3,4, and 5 for locations of management units

\*\*The USFWS has provided Haleakala Ranch with a \$50,000 Partners for Fish and Wildlife Program grant which will be used as cost share by the applicant for Weed Control and Tree and Shrub Site Preparation for the first five years of the project.

Year 2

Practice Component	Component Codes*	Units	Cost/Unit (\$)	Total Cost (\$)	Applicant Share (\$)	USFWS Grant Funds Share (**)	FSP Share (\$)
Forest Health and Protection	Integrated Pest Management: Ungulate control in Units 1,2,3 and 4 (Code 595)	100 acres	100	10,000	5,000	0	5,000
Tree and Shrub Site Preparation	Tree and Shrub Site Preparation in Unit 1 (Code 490)	25 acres	800	20,000	0	10,000	10,000
Nutrient Management	Nutrient Management in Unit 1 (Code 590)	25 acres	150	3,750	1,875	0	1,875
Tree and Shrub Establishment	Tree and Shrub Establishment in Unit 1 (Code 612)	5,000 seedlings	5	25,000	12,500	0	12,500
Special Areas Practice	Special Areas Practice in Unit 1 (Establishment of more expensive plants in larger containers)	1,250 larger potted plants	10	12,500	6,250	0	6,250
Ground Cover and Under-story Establishment	Ground Cover Establishment: Seed scatter in Unit 1	25 acres	100	2,500	1,250	0	1,250
<b>TOTALS</b>				<b>73,750</b>	<b>26,875</b>	<b>10,000</b>	<b>36,875</b>

\*Refer to maps on pages 3,4, and 5 for locations of management units

\*\*The USFWS has provided Haleakala Ranch with a \$50,000 Partners for Fish and Wildlife Program grant which will be used as cost share by the applicant for Weed Control and Tree and Shrub Site Preparation for the first five years of the project.

Year 3

Practice Component	Component Codes*	Units	Cost/Unit (\$)	Total Cost (\$)	Applicant Share (\$)	USFWS Grant Funds Share (**)	FSP Share (\$)
Weed Control	Follow-up Brush Management and Herbaceous weed control in Unit 1 (Code 314 and 315)	25 acres	250	6,250	0	3,125	3,125
Tree and Shrub Site Preparation	Tree and Shrub Site Preparation in Unit 2 (Code 490)	25 acres	800	20,000	0	10,000	10,000
Nutrient Management	Nutrient Management in Unit 2 (Code 590)	25 acres	150	3,750	1,875	0	1,875
Tree and Shrub Establishment	Tree and Shrub Establishment in Unit 2 (Code 612)	5,000 seedlings	5	25,000	12,500	0	12,500
Special Areas Practice	Special Areas Practice in Unit 2 (Establishment of more expensive plants in larger containers)	1,250 larger potted plants	10	12,500	6,250	0	6,250
Ground Cover and Under-story Establishment	Ground Cover Establishment: Seed scatter in Unit 2	25 acres	100	2,500	1,250	0	1,250
<b>TOTALS</b>				70,000	21,875	13,125	35,000

\*Refer to maps on pages 3, 4, and 5 for locations of management units

\*\*The USFWS has provided Haleakala Ranch with a \$50,000 Partners for Fish and Wildlife Program grant which will be used as cost share by the applicant for Weed Control and Tree and Shrub Site Preparation for the first five years of the project.

Year 4

Practice Component	Component Codes*	Units	Cost/Unit (\$)	Total Cost (\$)	Applicant Share (\$)	USFWS Grant Funds Share (**)	FSP Share (\$)
Weed Control	Follow-up Brush Management and Herbaceous weed control in Unit 2 (Code 314 and 315)	25 acres	250	6,250	0	3,125	3,125
Tree and Shrub Site Preparation	Tree and Shrub Site Preparation in Unit 3 (Code 490)	25 acres	800	20,000	0	10,000	10,000
Nutrient Management	Nutrient Management in Unit 3 (Code 590)	25 acres	150	3,750	1,875	0	1,875
Tree and Shrub Establishment	Tree and Shrub Establishment in Unit 3 (Code 612)	5,000 seedlings	5	25,000	12,500	0	12,500
Special Areas Practice	Special Areas Practice in Unit 3 (Establishment of more expensive plants in larger containers)	1,250 larger potted plants	10	12,500	6,250	0	6,250
Ground Cover and Under-story Establishment	Ground Cover Establishment: Seed scatter in Unit 3	25 acres	100	2,500	1,250	0	1,250
<b>TOTALS</b>				70,000	21,875	13,125	35,000

\*Refer to maps on pages 3,4, and 5 for locations of management units

\*\*The USFWS has provided Haleakala Ranch with a \$50,000 Partners for Fish and Wildlife Program grant which will be used as cost share by the applicant for Weed Control and Tree and Shrub Site Preparation for the first five years of the project.



Year 5

Practice Component	Component Codes*	Units	Cost/Unit (\$)	Total Cost (\$)	Applicant Share (\$)	USFWS Grant Funds Share (\$)**	FSP Share (\$)
Weed Control	Follow-up Brush Management and Herbaceous weed control in Unit 3 (Code 314 and 315)	25 acres	250	6,250	0	3,125	3,125
Tree and Shrub Site Preparation	Tree and Shrub Site Preparation in Unit 4 (Code 490)	25 acres	800	20,000	2,500	7,500	10,000
Nutrient Management	Nutrient Management in Unit 4 (Code 590)	25 acres	150	3,750	1,875	0	1,875
Tree and Shrub Establishment	Tree and Shrub Establishment in Unit 4 (Code 612)	5,000 seedlings	5	25,000	12,500	0	12,500
Special Areas Practice	Special Areas Practice in Unit 4 (Establishment of more expensive plants in larger containers)	1,250 larger potted plants	10	12,500	6,250	0	6,250
Ground Cover and Under-story Establishment	Ground Cover Establishment: Seed scatter in Unit 4	25 acres	100	2,500	1,250	0	1,250
<b>TOTALS</b>				70,000	24,375	10,625	35,000

\*Refer to maps on pages 3, 4, and 5 for locations of management units

\*\*The USFWS has provided Haleakala Ranch with a \$50,000 Partners for Fish and Wildlife Program grant which will be used as cost share by the applicant for Weed Control and Tree and Shrub Site Preparation for the first five years of the project.

Year 6

Practice Component	Component Codes*	Units	Cost/Unit (\$)	Total Cost (\$)	Applicant Share (\$)	USFWS Grant Funds Share (**)	FSP Share (\$)
Weed Control	Follow-up Brush Management and Herbaceous weed control in Units 1, 2, 3 and 4 (Code 314 and 315)	100 acres	100	10,000	5,000	0	5,000
Tree and Shrub Establishment (replace and supplement as needed)	Tree and Shrub Establishment in Unit 1 (Code 612)	500	5	2,500	1,250	0	1,250
Ground Cover and Under-story Establishment	Ground Cover Establishment: Repeat seed scatter in Unit 1	25 acres	100	2,500	1,250	0	1,250
Monitoring	Upland Wildlife Habitat Monitoring in Units 1,2,3 and 4 (Code 645)	100 acres	50	5,000	2,500	0	2,500
<b>TOTALS</b>				20,000	10,000	0	10,000

\*Refer to maps on pages 3,4, and 5 for locations of management units

Year 7

Practice Component	Component Codes*	Units	Cost/Unit (\$)	Total Cost (\$)	Applicant Share (\$)	USFWS Grant Funds Share (\$)**	FSP Share (\$)
Weed Control	Follow-up Brush Management and Herbaceous weed control in Units 1, 2, 3 and 4 (Code 314 and 315)	100 acres	50	5,000	2,500	0	2,500
Tree and Shrub Establishment (replace and supplement as needed)	Tree and Shrub Establishment in Unit 2 (Code 612)	500	5	2,500	1,250	0	1,250
Ground Cover and Under-story Establishment	Ground Cover Establishment: Repeat seed scatter in Unit 2	25 acres	100	2,500	1,250	0	1,250
<b>TOTALS</b>				10,000	5,000	0	5,000

\*Refer to maps on pages 3,4, and 5 for locations of management units

Year 8

Practice Component	Component Codes*	Units	Cost/Unit (\$)	Total Cost (\$)	Applicant Share (\$)	USFWS Grant Funds Share (\$)**	FSP Share (\$)
Weed Control	Follow-up Brush Management and Herbaceous weed control in Units 1, 2, 3 and 4 (Code 314 and 315)	100 acres	50	5,000	2,500	0	2,500
Tree and Shrub Establishment (replace and supplement as needed)	Tree and Shrub Establishment in Unit 3 (Code 612)	500	5	2,500	1,250	0	1,250
Ground Cover and Under-story Establishment	Ground Cover Establishment: Repeat seed scatter in Unit 3	25 acres	100	2,500	1,250	0	1,250
<b>TOTALS</b>				10,000	5,000	0	5,000

\*Refer to maps on pages 3, 4, and 5 for locations of management units

Year 9

Practice Component	Component Codes*	Units	Cost/Unit (\$)	Total Cost (\$)	Applicant Share (\$)	USFWS Grant Funds Share (\$)**	FSP Share (\$)
Weed Control	Follow-up Brush Management and Herbaceous weed control in Units 1, 2, 3 and 4 (Code 314 and 315)	100 acres	50	5,000	2,500	0	2,500
Tree and Shrub Establishment (replace and supplement as needed)	Tree and Shrub Establishment in Unit 4 (Code 612)	500	5	2,500	1,250	0	1,250
Ground Cover and Under-story Establishment	Ground Cover Establishment: Repeat seed scatter in Unit 4	25 acres	100	2,500	1,250	0	1,250
<b>TOTALS</b>				10,000	5,000	0	5,000

Year 10

Practice Component	Component Codes*	Units	Cost/Unit (\$)	Total Cost (\$)	Applicant Share (\$)	USFWS Grant Funds Share (\$)**	FSP Share (\$)
Monitoring	Upland Wildlife Habitat Monitoring in Units 1,2,3 and 4 (Code 645)	100 acres	50	5,000	2,500	0	2,500
<b>TOTALS</b>				5,000	2,500	0	2,500

\*Refer to maps on pages 3, 4, and 5 for locations of management units.

## Attachment #5 Budget Summary

YEAR	Total Budget (\$)	Applicant Share (\$)	USFWS Grant Funds Share (\$) *	FSP Share (\$)
Year 1	61,200	30,600	0	30,600
Year 2	73,750	26,875	10,000	36,875
Year 3	70,000	21,875	13,125	35,000
Year 4	70,000	21,875	13,125	35,000
Year 5	70,000	24,375	10,625	35,000
Year 6	20,000	10,000	0	10,000
Year 7	10,000	5,000	0	5,000
Year 8	10,000	5,000	0	5,000
Year 9	10,000	5,000	0	5,000
Year 10	5,000	2,500	0	2,500
<b>TOTALS</b>	<b>399,950</b>	<b>153,100</b>	<b>46,875</b>	<b>199,975</b>

\*The USFWS has provided Haleakala Ranch with a \$50,000 Partners for Fish and Wildlife Program grant which will be used as cost share by the applicant for Weed Control and Tree and Shrub Site Establishment for the first five years of the project.

Attachment #6  
Photos of Project site

The native Koa/Oh'i'a canopy and understory at Ukulele is healthy and intact in many places, especially in gulches and along the eastern boundary of the project site



Numerous healthy mature Koa and Oh'i'a trees remain in areas that have been grazed.





A closely managed herd of 1,000 goats was recently brought into Ukulele to target graze the area. After 2.5 days of grazing the herd was removed and the area was carefully monitored. There was significant control of invasive understory weeds and very little impact to native plants. Development and refinement of a silvopastoral management practice is a key component of this project. This could prove to be a useful tool for many large-scale restoration projects throughout Hawaii.





The grazed vs un-grazed areas are obvious. There was a significant reduction in the biomass of the understory weeds in the grazed area.





In the un-grazed area, a thick mat of Kikuyu and other non-native grasses prohibits recruitment of native seedlings and increases the level of herbicide and person-hours needed to control weeds in the understory



In the grazed area the Kikuyu biomass has been removed, exposing naked blackberry canes, facilitating more efficient control of this habitat modifying weed.





Kahili ginger (*Hedychium gardnerianum*) is not yet well-established in the unit. Grazing stresses and exposes the isolated clumps for more quick and efficient control





Gorse (*Ulex europaeus*) is a priority invasive weed on the Ranch. Its spiny leaves, resistance to herbicide, and persistence of the seed bank make it very difficult to control on a large scale. It occupies over 1,000 acres of the Ranch, but is still limited in the project site.



Un-grazed



Post grazing





Blackberry (*Rubus argutus*) dominates the ground-cover and understory layers in many places. Brush Management (Code 314), Herbaceous Weed Control (Code 315) and Tree and Shrub Site Preparation (Code 490) will create a more favorable environment and help prepare the site for out-planting.



Targeted grazing reduces the blackberry biomass over large areas without harming the existing mature trees.



HRC staff, Conservation Partners, and volunteers have spent considerable time collecting Koa seeds on the ranch for eventual out-planting at the project site

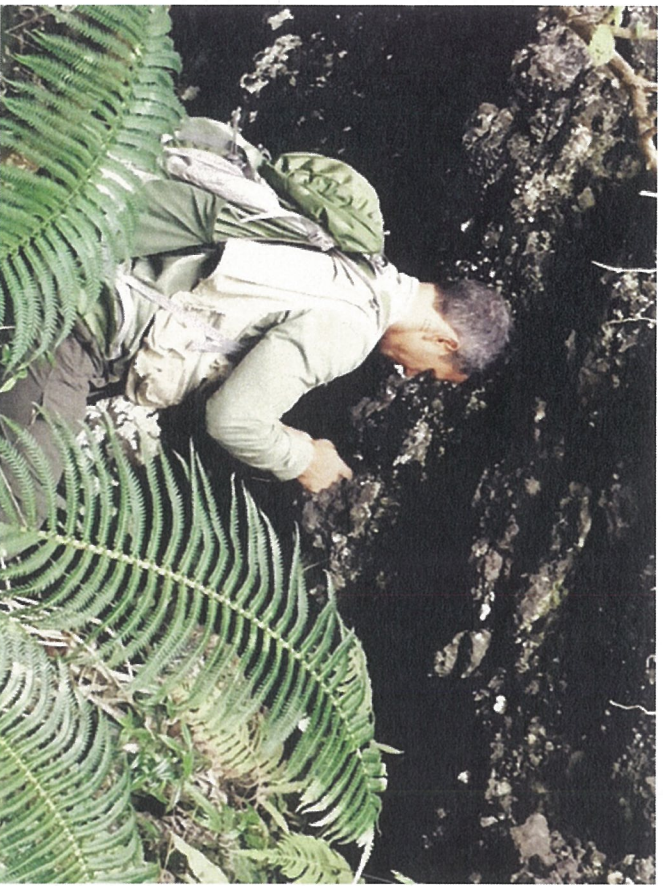


Volunteers spent many hours cleaning Koa seed pods collected from the Ranch. These will be provided to Native Nursery LLC for propagation and eventual out-planting at the site.





Numerous conservation partners have participated in seed collection, biological surveys, weed control and other management activities at the site. These include the Plant Extinction Prevention Program, the East Maui and Leeward Haleakala Watershed Partnerships, The Nature Conservancy and the Maui Invasive Species Committee. These agencies have expressed a strong willingness to continue to support this project as it meets many of their own respective programmatic goals and objectives.





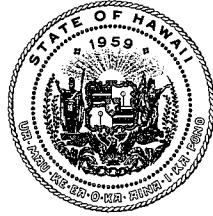
Community outreach and education will be a key component of the project. In 2015, volunteers from the Ranch and the local community assisted with a Koa out-planting project in a nearby pasture.





Exhibit C.

DAVID Y. IGE  
GOVERNOR OF HAWAII



**STATE OF HAWAII**  
**DEPARTMENT OF LAND AND NATURAL RESOURCES**

POST OFFICE BOX 621  
HONOLULU, HAWAII 96809

SUZANNE D. CASE  
CHAIRPERSON  
BOARD OF LAND AND NATURAL RESOURCES  
COMMISSION ON WATER RESOURCE MANAGEMENT

KEKOA KALUHIWA  
FIRST DEPUTY

JEFFREY T. PEARSON, P.E.  
DEPUTY DIRECTOR - WATER

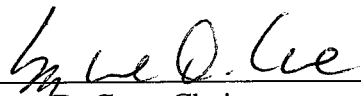
AQUATIC RESOURCES  
BOATING AND OCEAN RECREATION  
BUREAU OF CONVEYANCES  
COMMISSION ON WATER RESOURCE MANAGEMENT  
CONSERVATION AND COASTAL LANDS  
CONSERVATION AND RESOURCES ENFORCEMENT  
ENGINEERING  
FORESTRY AND WILDLIFE  
HISTORIC PRESERVATION  
KAHOOLAWE ISLAND RESERVE COMMISSION  
LAND  
STATE PARKS

**EXEMPTION NOTIFICATION**

Regarding the preparation of an environmental assessment pursuant to Chapter 343, Hawaii Revised Statutes.

Project Title:	Native Forest Restoration at Ukulele Forest Stewardship management plan and Forest Stewardship Agreement with Haleakalā Ranch Company
Project Number:	N/A
Project Description:	<p>Forest Stewardship Agreement and associated management plan for the Native Forest Restoration at Ulukele, Haleakalā Ranch Company, Tax Map Key (2) 2-3-005:004, Makawao, Maui County. The project proposes to actively manage and restore approximately 100 acres of native forest that is characterized as having a relatively intact native canopy. Much of the project site have an understory dominated by invasive weed species that limits natural recruitment of native species. The specific long-term goal of this FSP project is to protect and restore these 100 acres of native forests and important watershed to benefit native plants, wildlife, and other important resources.</p> <p>Over the course of the 10-year management plan and agreement, Haleakalā Ranch Company intends to promote the recovery and protection of the native forest. Management approaches will focus on promoting growth and regeneration of regionally appropriate native species at the site. The first management action will be to improve the existing perimeter fences, and install new internal fences to create the four distinct units (25 acres each). After all feral ungulates are removed, the silvopastoral practice of managed, targeted grazing combined with chemical and manual weed control of weedy species, will be incorporated one unit at a time to prepare the site for out-planting. Planting of native trees and shrubs will be concentrated in areas devoid of native trees. Canopy and sub-canopy species will be hand planted, while the restoration of the ground cover and understory will be done by scattering seeds. Ongoing maintenance such as weed control of the established areas will be done on a regular basis after the initial planting and throughout the 10 years of the agreement. Monitoring activities will include ground based monitoring and analysis of satellite imagery.</p>
Chapter 343 Trigger:	Use of State Funds

<p>Exemption Class &amp; Description</p>	<p>Exemption Class No. 3, Item 1, Fences around or to manage rare, threatened or endangered plants, covered or open areas for endangered species, game birds and mammals, auxiliary buildings for food or equipment storage, incubators and brooders, open-top breeding and release pens, field aviaries, and hacking boxes, and for watershed and native forest management and restoration.</p> <p>Exemption Class No. 4, Item 6, Minor vegetation clearing and management, including mowing, pruning, trimming, and application of federal and state approved herbicides in conformance with label instructions.</p> <p>Exemption Class No. 4, Item 8, Removal of invasive vegetation utilizing cutting, mowing, application of federal and state approved herbicides in conformance with label instructions, distribution of biocontrol agents approved by the State of Hawaii, and other approved methods.</p> <p>Exemption Class No. 4, Item 12, Establish temporary or permanent vegetative cover including trees, shrubs, grasses, and sod for landscaping, reforestation, soil stabilization, watershed protection, native wildlife habitat, native ecosystem restoration, and rare plant preservation; provided, however, that this exemption shall not apply to vegetation that is likely to be invasive or for tree plantings for which harvesting is planned or is reasonably foreseeable.</p> <p>Exemption Class No. 4, Item 13, Gathering plant seed, cuttings, or other vegetative matter for propagation.</p> <p>Exemption Class No. 4, Item 22, Natural resource management actions that the Department declares are designed specifically to monitor, conserve, or enhance the status of native species or native species' habitats, such as removal of introduced vegetation, reintroduction of native species into their historic range, or construction of fencing. This exemption would not apply to biocontrol of invasive species or commercial logging.</p>
<p>Recommendation</p>	<p>It is anticipated that this project will have minimal or no significant negative effect on the environment and is presumed to be exempt from the preparation of an environmental assessment.</p>

  
 Suzanne D. Case, Chairperson

1/6/17  
 Date