

State of Hawai'i
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Forestry and Wildlife
Honolulu, Hawai'i 96813

August 22, 2025

Chairperson and Members
Board of Land and Natural Resources
State of Hawai'i
Honolulu, Hawai'i

Land Board Members:

SUBJECT: Request to Approve a Memorandum of Understanding Between Tawhiri Power LLC and the State of Hawai'i Department of Land and Natural Resources, Division of Forestry and Wildlife to Fulfill Nēnē Mitigation Requirements under the Federal Pakini Nui Wind Farm Habitat Conservation Plan and Incidental Take Permit No. TE-53063D-0 at Pu'u 'Ō'ō Nēnē Facility, Upper Pi'ihonua, Hawai'i; TMK (3) 2-60-18:013

SUMMARY:

The Department of Land and Natural Resources, Division of Forestry and Wildlife (DOFAW) humbly requests that the Board of Land and Natural Resources approve the Memorandum of Understanding (MOU) between Tawhiri Power LLC (Tawhiri), owner and operator of Pakini Nui Wind Farm in Na'alehu, Hawai'i, and DOFAW. The MOU will allow DOFAW to accept funds from Tawhiri to conduct the accompanying Scope of Work, which will fulfill Tawhiri's federal mitigation obligations for nēnē under the Federal Pakini Nui Wind Farm Habitat Conservation Plan and Incidental Take Permit (ITP) No. TE-53063D-0. The Scope of Work includes nēnē monitoring, predator control, and vegetation management at the Pu'u 'Ō'ō Nēnē Facility in Upper Pi'ihonua, Hawai'i.

BACKGROUND:

Tawhiri owns and operates Pakini Nui Wind Farm, a 20.5-megawatt wind facility in Na'alehu, located within tax map key numbers (3) 9-3-001:006, (3) 9-3-002:006, and (3) 9-3-004:001. Because operation of the Pakini Nui Wind Farm may result in the incidental take of the Federally threatened nēnē or Hawaiian goose (*Branta sandvicensis*), endangered 'ua'u or Hawaiian petrel (*Pterodroma sandwichensis*), and endangered 'ōpe'ape'a or Hawaiian hoary bat (*Lasiurus cinereus semotus*) (collectively "Covered Species"), Tawhiri, in collaboration with the United States Fish and Wildlife Service, developed the Federal Pakini Nui Wind Farm Habitat Conservation Plan and was issued Federal Incidental Take Permit (ITP) No. TE-53063D-0 on September 3,

2019. The ITP authorizes the incidental take of three adult nēnē (*Branta sandvicensis*) or six nēnē fledgling equivalents, and pursuant to Federal laws and regulations, Tawhiri is obligated to mitigate for the incidental take of three adult nēnē or six nēnē fledgling equivalents.

Tawhiri sought DOFAW's assistance in identifying suitable locations and activities that would help it achieve its nēnē mitigation obligations for its federal ITP. DOFAW and Tawhiri identified the Pu'u 'Ō'Ō Nēnē Facility as a suitable location for implementing Tawhiri's required mitigation for the incidental take of nēnē. The pen is a 98-acre, fenced, open-top, predator-proof pen located within TMK (3) 2-60-18:013, which provides a nēnē nesting and release site. DOFAW staff currently manage the site five days a week; however, the pen and local nēnē population would benefit from increased efforts in predator control, monitoring, and vegetation management actions to improve nēnē survival and productivity.

Tawhiri will provide a one-time payment of \$36,000 to DOFAW within 30 days of execution of the MOU. DOFAW will deposit the funds received from Tawhiri into the State Endangered Species Trust Fund and utilize this funding to complete the actions detailed in the Scope of Work over the course of 835 hours of overtime work over 2 years at the Pu'u 'Ō'Ō Nēnē Facility.

Note: Tawhiri does not currently hold a State Incidental Take License under an approved Habitat Conservation Plan; however, Tawhiri is in the process of obtaining such authorizations under HRS chapter 195D. DOFAW believes Tawhiri is working in good faith to get their State-level authorizations and, therefore, is amenable to assisting them with their federal mitigation obligations for the incidental take of nēnē. DOFAW has informed Tawhiri that any mitigation achieved through this MOU will only apply to their federal mitigation obligations, and upon receiving their State-level authorizations, Tawhiri will have additional mitigation obligations for the incidental take of nēnē. Tawhiri is currently at the draft stage of the HCP process, and DOFAW anticipates their State HCP and ITL will be presented to the Endangered Species Recovery Committee and the Board in 2026.

RECOMMENDATIONS:

DOFAW recommends the Board:

1. Declare that after considering the direct, cumulative, and potential impacts of the proposed actions described, pursuant to Chapter 343, Hawai'i Revised Statutes and Chapter 11-200.1, Hawai'i Administrative Rules, the actions will have minimal or no significant impact on the environment and are therefore exempt from the requirement to prepare an environmental assessment.
2. Authorize the Chairperson to sign the Memorandum of Understanding between Tawhiri Power LLC and the State of Hawai'i Department of Land and Natural Resources.

Respectfully Submitted,



DAVID G. SMITH, Administrator
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:



DAWN N.S. CHANG, Chairperson

Attachments:

Attachment 1: Memorandum of Understanding and Scope of Work

Attachment 2: Chapter 343 Declaration of Exemption

Attachment 3: Ka Pa'akai Analysis

**MEMORANDUM OF
UNDERSTANDING BETWEEN
TAWHIRI POWER LLC AND
THE STATE OF HAWAI‘I
Department of Land and Natural
Resources Division of Forestry and
Wildlife**

(Nēnē Habitat Management, Predator Control, and Monitoring on the Island of Hawai‘i – Nēnē Mitigation Obligations under the Federal Pakini Nui Wind Farm Habitat Conservation Plan)

1) Preface.

This Memorandum of Understanding (hereinafter, “MOU”) is made on August 22, 2025 between Tawhiri Power LLC (hereinafter, “Tawhiri”) and the State of Hawai‘i (hereinafter, “State”), Department of Land and Natural Resources, Division of Forestry and Wildlife (hereinafter, “DOFAW”) (Tawhiri and DOFAW may be collectively referred to herein as “Parties”) regarding Tawhiri’s nēnē mitigation obligations under the Pakini Nui Wind Farm federal Habitat Conservation Plan and Incidental Take Permit Number TE53063D-0.

WHEREAS, Tawhiri owns and operates the Pakini Nui Wind Farm (hereinafter, “Pakini Nui Wind Farm”), which is a 20.5-megawatt wind facility on the Island of Hawai‘i, State of Hawai‘i, located at tax map key numbers (3)9-3-001:006, (3)9-3-002:006, and (3)9-3-004:001;

WHEREAS, the operation of the Pakini Nui Wind Farm could result in the take of threatened or endangered species, including nēnē (*Branta sandvicensis*), ‘ua‘u or Hawaiian petrel (*Pterodroma sandwichensis*), and ‘ōpe‘ape‘a or Hawaiian Hoary Bat (*Lasiurus cinereus semotus*) (hereinafter, “Covered Species”);

WHEREAS, Tawhiri was issued Incidental Take Permit (hereinafter, ITP) No. TE-53063D-0 from the United States Fish and Wildlife Service (hereinafter, “FWS”) on September 3, 2019;

WHEREAS, the ITP authorizes Tawhiri’s incidental take of the Covered Species at the Pakini Nui Wind Farm pursuant to its lawful operation;

WHEREAS, pursuant to federal laws and regulations, Tawhiri is obligated to mitigate the incidental take of the Covered Species;

WHEREAS, DOFAW and Tawhiri have identified the Pu‘u ‘Ō‘ō Nēnē Facility, located at tax map key number (3)2-6-018:013, as a suitable location for implementing Tawhiri’s mitigation for the incidental take of nēnē because the Pu‘u ‘Ō‘ō Nēnē Facility constitutes an appropriate nēnē nesting habitat and release site on the island of Hawai‘i that will benefit from increased efforts in predator control, monitoring, and vegetation management actions;

WHEREAS, Tawhiri and DOFAW, by mutual agreement, desire to establish this MOU to specify Tawhiri and DOFAW’s collaborative efforts to mitigate for Tawhiri’s anticipated take of nēnē on Hawai‘i Island, wherein DOFAW will provide staff and all necessary equipment for predator control, monitoring of nēnē and for predators, and vegetation management actions;

NOW, THEREFORE, Tawhiri and DOFAW mutually agree to the following:

2) Purpose.

The purpose of this MOU is to outline the obligations of the Parties for implementation of Tawhiri's Pakini Nui Wind Farm federal HCP as related to nēnē mitigation.

- A. Tawhiri prepared Attachment 1, titled "Scope of Work for Nēnē Habitat Management, Predator Control, and Monitoring at Pu'u 'Ō'ō Nēnē Facility (hereinafter, "Scope of Work"), which is intended to provide mitigation for the incidental take of nēnē pursuant to the operation of the Pakini Nui Wind Farm;
- B. Tawhiri will provide a one-time payment of \$36,000 in funding to DOFAW to implement the Scope of Work;
- C. DOFAW will utilize the \$36,000 to implement the Scope of Work.
- D. This MOU is not intended to and shall not negate or affect any other agreements in effect between DOFAW and Tawhiri.

3) Responsibilities.

A. DOFAW agrees to:

- i. Implement the Scope of Work;
 - a. This Scope of Work covers activities until funds provided by Tawhiri under this MOU run out or the mitigation obligation is met, whichever is earlier. The Scope of Work has been reviewed by DOFAW, Tawhiri, and the FWS Pacific Island Fish and Wildlife Office.
- ii. Provide summary data to Tawhiri semi-annually as specified in the Scope of Work;
- iii. Deposit funds from Tawhiri in the State Endangered Species Trust Fund, and ensure that such deposits are specifically designated for use by DOFAW to implement the Scope of Work;
- iv. Maintain an ongoing accounting of the funds spent implementing the monitoring portion of the Scope of Work, including any expenditure reports which will be provided to Tawhiri;

B. Tawhiri agrees to:

- i. Provide DOFAW with \$36,000, within 30 days of execution of this MOU, to complete the Scope of Work.

C. The Parties further agree:

- i. The signing, execution, and implementation of this MOU is strictly contingent upon the BLNR's approval of the various mitigation measures for nēnē described within the Pakini Nui Wind Farm federal HCP;
- ii. Tawhiri's mitigation credits for nēnē shall be determined by FWS, in consultation with Tawhiri; and
- iii. DOFAW shall not be required to return any unspent funds to Tawhiri if Tawhiri's mitigation obligations are met within Year 1. In such an event, DOFAW shall continue to use the remaining unspent funds towards management of the Pu'u 'Ō'ō Nēnē Facility in a manner consistent with the purpose and intent of this MOU and

Scope of Work.

4) **Implementation.**

The Parties agree that completion of the tasks described in the Scope of Work are intended to provide benefits to nēnē that will satisfy the mitigation requirements as set forth in the federal HCP and ITP.

The Parties agree that Tawhiri is ultimately responsible for compliance with the ITP and, relatedly, section 10(a)(2)(B)(ii) of the Endangered Species Act, which states permit applicants “will, to the maximum extent practicable, minimize and mitigate the impacts of” incidental take of nēnē, as contemplated by the Pakini Nui Wind Farm HCP. Nothing in this MOU shall be construed as transferring any responsibility of Tawhiri’s nēnē mitigation obligations to DOFAW.

5) **Modification, Dispute Resolution and Termination.**

- A. Either Party may terminate this MOU for any reason by providing 90 days prior written notice to the other Party.
- B. If either Party identifies a possible violation of this MOU by the other Party, the first Party must notify the other Party within ten (10) calendar days of the identification of the possible violation, meet with the other Party to discuss the possible violation within thirty (30) calendar days, and, if requested by the other Party, accord it a reasonable period of time to investigate and, if necessary, remedy the possible violation.
- C. This MOU may be amended by written agreement of the Parties, subject to approval by FWS, and if such amendment is consistent with the requirements of the HCP; and
- D. In the event that this MOU is terminated, for any reason, prior to fulfillment of Tawhiri’s nēnē mitigation obligations under the Pakini Nui Wind Farm HCP, Tawhiri shall be solely responsible for presenting a new plan to fully mitigate for the incidental take of nēnē at the Pakini Nui Wind Farm to FWS within six (6) months of the termination date.

6) **Counterparts.**

This MOU may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same document.

7) **Effective Date.**

This MOU shall be effective as of the last date on the signature page(s) of this MOU. This MOU is valid and may remain in effect as long as there is an approved HCP, and accompanying ITP, or unless this MOU is terminated pursuant to section 5 of this MOU.

8) **DLNR’s Financial Obligation and Commitment.**

If this MOU is construed as requiring any financial obligation for the DLNR, DLNR’s financial obligation and commitment to make payments or disbursements of any kind under this MOU shall be contingent upon the availability and allotment by the Director of the State’s Department of Budget and Finance of public funds to the DLNR to make such payment or disbursement. To the extent that the availability of funding and personnel substantially impact DOFAW’s ability to perform any obligation under this MOU, DOFAW shall notify Tawhiri and the Parties shall modify this MOU, as needed, to maintain the purpose and intent of this

MOU.

DRAFT

IN WITNESS WHEREOF the **PARTIES** hereto have executed this, **MEMORANDUM OF UNDERSTANDING** by way of signature and date below.

Tawhiri Power LLC

By: Tawhiri Power Holding Company, LLC.
Its Managing Member

By: Apollo Energy Corporation,
Its Sole Member

Date: _____

Steven Pace
President

By: State of Hawai‘i
Department of Land and Natural
Resources

Approved by the Board of Land
and Natural Resources at its meeting
on _____, 2025.

Dawn N.S. Chang, Chairperson
Board of Land and Natural Resources

Date: _____

APPROVED AS TO FORM:

Deputy Attorney General
State of Hawai‘i

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this ____ day of _____, 20__, before me personally
appeared _____, to me personally known, who, being by me duly sworn or
affirmed, did say that such person executed the foregoing instrument as the free act and deed of
such person, and if applicable in the capacity shown, having been duly authorized to execute such
instrument in such capacity.

Notary Public, State of Hawaii

Print Name _____

My commission expires: _____

Notary Seal Affixed:

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

Attachment 1

Scope of Work for Nēnē Habitat Management, Predator Control, and Monitoring at Pu‘u ‘Ō‘ō Nēnē Facility

For Pakini Nui Wind Farm, Tawhiri Power LLC

Hawai‘i County

Project Title: Pu‘u ‘Ō‘ō Nēnē Facility Management

Project Period: October 2025 – October 2027

Amount: \$36,000

1. Project Description

Tawhiri has nēnē mitigation obligations under the Pakini Nui Wind Farm Federal Habitat Conservation Plan and Incidental Take Permit Number TE53063D-0. The ITP authorizes the incidental take of 3 adult nēnē (*Branta sandvicensis*) or 6 fledgeling equivalents. Mitigation described for nēnē take in the HCP involves contracting DOFAW to support Hawai‘i Island nēnē by supplementing funding for habitat management, predator control and monitoring at the existing Pu‘u ‘Ō‘ō Nēnē Facility in Upper Pi‘ihonua. The Pu‘u ‘Ō‘ō Nēnē Facility is a 98-acre open top, predator proof pen. Staff manages the 98-acre site five days a week, but the facility and local nēnē population would receive more benefit by adding work hours to maintain and enhance the existing program.

Tawhiri will contribute a total of \$36,000 to cover an estimated 835 hours of overtime work for DOFAW to use over a 2-year period. These additional hours will be dedicated to supplementing DOFAW’s ability to manage nēnē habitat, predator control, and increase monitoring efforts (Table 1). The objective of this Scope of Work is to improve the survival and productivity of the existing nēnē population. The primary measure of effectiveness of this work will be the number of fledgelings produced relative to the proportion of funding provided by Tawhiri. Below are the actions that this Scope of Work will fund.

2. Project Tasks

Habitat Management

- Mowing: Nēnē prefer new grass shoots as forage. Therefore, regular mowing is crucial in order to ensure food is available and nēnē return to the pen. It takes 3-4 days to mow the established foraging area (44 acres) and an additional 2-3 days to mow the new 54-acre pen enclosure. These areas need to be mowed every 1-2 weeks depending on weather. Currently, 7 acres a week are mowed. The added work days can allow an extra 3 acres to be mowed per week. However, mowing may not occur and is less useful during nesting/wet season. Rocks may also be removed to increase the mowable foraging areas for nēnē.

- **Weed Control:** Blackberry, fireweed, thistle, etc. will be removed from the enclosure using both manual and chemical control methods. Chemical control will not occur near nesting or foraging areas and herbicide use will be limited during the nēnē nesting and wet season. Herbicides will not be used if goslings are present. Weed control efforts aim to prevent the invasion of gorse within the entire 98 acre enclosure. Overall, the additional weeding is needed to better maintain the 54 acre enclosure.

Predator Control

- **Trapping:** Regular maintenance of traps are important to ensure triggers are working. Both live animal cage-traps and A-24 kill traps are used and require regular maintenance. For humane reasons, live animal traps are checked regularly and if they cannot be checked, they are closed and trapping does not occur. Tawhiri's contribution will increase staff hours during the nesting season allowing for live-animal traps to remain active longer and increasing the likelihood of predator capture and removal.
- **Fence Maintenance:** The predator resistant fence is designed to keep out pigs, dogs, cats and mongooses. Several years ago, a tree fell on the fence, opening up a large area where any of these predators could have gotten in. Two years ago, four dogs breached what is now the 54 acre enclosure and killed 17 sheep that were used for grass control. Fortunately, the adjacent 44-acre predator proof fence kept the four dogs out of the nēnē enclosure. Both of these incidents occurred during off hours- the tree breach was discovered in the early evening and the dog attack occurred during a weekend. Regular fence checks have also shown small breaches in the fence that, if gone unnoticed, could have allowed mongoose into the enclosure. Breaches may also occur from animals digging close to the fence line, creating tunnels around and under the wire, or from imperfections in the hexagonal wire that, over time can rust or otherwise lose structural integrity. Tawhiri's contribution will fund increased staff presence during the nēnē nesting season therefore, fence breaches can be detected and tended to immediately. This can result in a decreased probability of predator ingress and an increase in nēnē survival.

Monitoring Nēnē

- Nēnē exhibit site fidelity. Female nēnē will return to their hatch site to nest when they reach sexual maturity. The Pu'u Ō'ō Nēnē Facility has fledged 17-44 nēnē each year since 2016 and it is expected to gradually increase this number in the coming years. During the nesting season, nēnē will be monitored for nesting habits, and any offspring will be banded before they are fully fledged.
- DOFAW staff also monitor nēnē for signs of illness, injury or other ill effects that require immediate professional care.

Fuel

- The Pu‘u ‘Ō‘ō Nēnē Facility is located approximately 30 miles from Hilo (60-mile daily round trip) and is estimated to cost \$520 per year in fuel expenses to cover the additional management actions funded by Tawhiri.

3. Contribution

Due to the existing efforts at the nēnē pens, the contribution of \$36,000 by Tawhiri is only a portion of the total annual cost for the project (Table 2). It is expected that Tawhiri will receive nēnē fledgling credit proportional to the annual cost to run the project. Tawhiri’s proposed contribution is approximately 15.19% in the first year and 16.94% in the second year (Table 2).

DOFAW expects \$18,000 per year is needed to conduct the Scope of Work and will require flexibility to use these funds throughout the year. Larger management projects may require multiple staff on a single weekend, while some weekends may not require staff presence at all.

4. Summary Data

DOFAW will provide semi-annual summary reporting to Tawhiri that will include the items described in Section 2, Project Tasks. These reports will be provided in summary on the following dates of each year that the contribution is in use.

- January 15
- July 15

Tawhiri is responsible for drafting the USFWS annual and semi-annual reports as required under Tawhiri’s current ITP, upon approval.

5. Oversight and Coordination

Operations will be overseen by the East Hawai‘i DOFAW Biologist. East Hawai‘i DOFAW will coordinate as needed with other agencies and community on human conflicts and concerns.

6. Personnel

East Hawai‘i DOFAW will cooperate to assemble a staff to perform the project Scope of Work.

Table 1. Tawhiri's contribution will be spent on habitat management (increased mowing and weed control), predator control (increased live-trap hours and fence checks), monitoring (increased staff hours to band fledgelings and detect nēnē illness or injury) and added fuel costs for Tawhiri funded management actions as described above.

Action	Estimated Yearly Contribution
Mowing	\$8,750
Weed Control	\$4,300
Predator Control	\$1,800
Monitoring	\$2,630
Fuel	\$520
	<hr/> \$18,000

Table 2. Tawhiri's contribution is a portion of the overall expense to run the Pu'u 'Ō'ō Nēnē Facility. The table below gives a breakdown of annual cost provided by DOFAW, additional annual cost provided by Tawhiri and the proportion (%) of the overall funding contributed by Tawhiri.

	Fencing (Materials/time)	Annual Staff Cost	Annual Fuel Cost	Tawhiri's Contribution	Total Annual Cost	% Funded by Tawhiri
Year 1	\$12,304	\$77,800	\$10,429	\$18,000	\$118,533	15.19%
Year 2	NA	\$77,800	\$10,429	\$18,000	\$106,229	16.94%

Table 3. The table below gives an example of how mitigation credit will be calculated given potential numbers of fledgelings produced. Mitigation credit earned is calculated as Tawhiri's percentage of the total annual funding multiplied by the number of fledgelings produced that breeding season.

# Fledge	YR 1 Credit (15.19%)	YR 2 Credit (16.94%)	Total Credit	
15	2.28	2.54	4.82	*goal
20	3.04	3.39	6.43	
25	3.80	4.24	8.03	
30	4.56	5.08	9.64	
35	5.32	5.93	11.25	
40	6.08	6.78	12.85	
45	6.84	7.62	14.46	

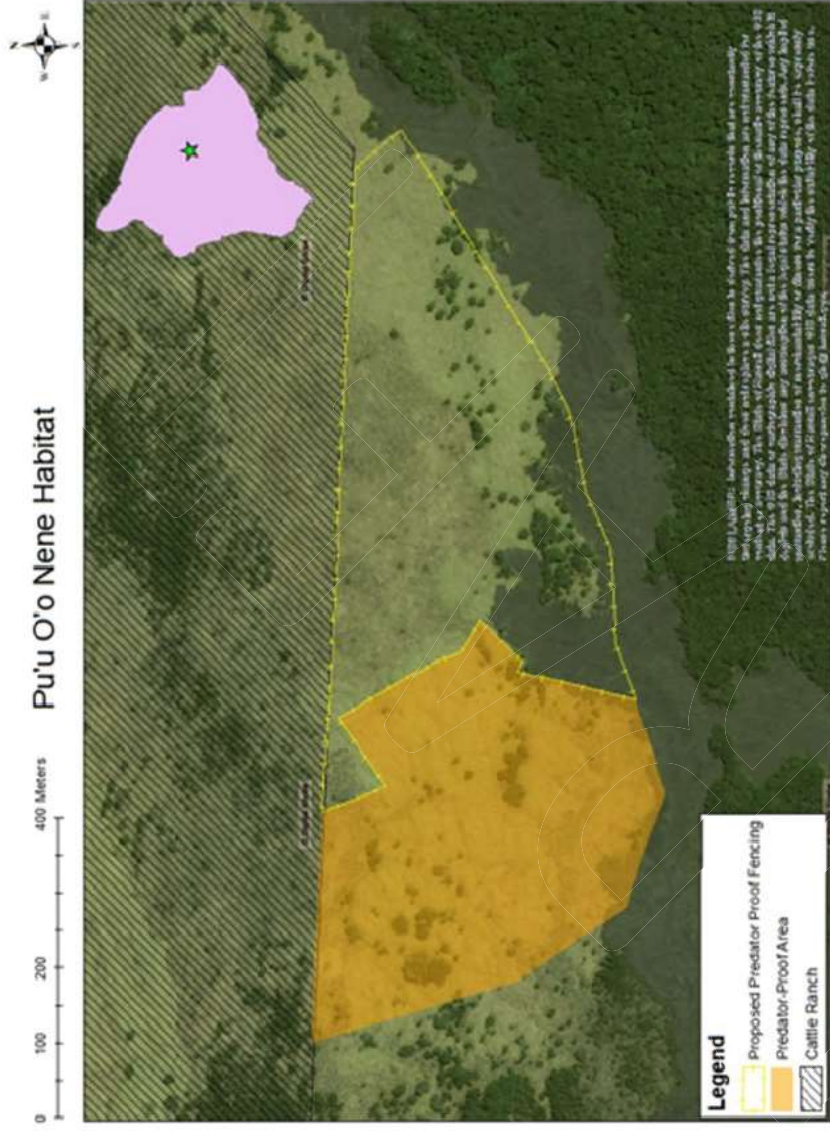


Figure 1. The proposed 54 acres of predator-proof nene habitat will be adjacent to an existing 44 acres of predator-proof nene habitat.

August 22, 2025

DECLARATION OF EXEMPTION

Regarding the preparation of an environmental assessment pursuant to Chapter 343, HRS and Chapter 11-200.1, HAR

Project Title:	Request to Approve a Memorandum of Understanding Between Tawhiri Power LLC and the State of Hawai‘i Department of Land and Natural Resources Division of Forestry and Wildlife to Fulfil Nēnē Mitigation Requirements under the Federal Pakini Nui Wind Farm Habitat Conservation Plan and Incidental Take Permit No. TE-53063D-0 at Pu‘u ‘Ō‘ō Nēnē Facility, Upper Pi‘ihonua, Hawai‘i; TMK (3) 2-60-18:013
Project / Reference No.:	N/A
Project Location:	Upper Pi‘ihonua, Island of Hawai‘i; TMK (3) 2-60-18:013
Project Description:	<p>Tawhiri owns and operates Pakini Nui Wind Farm in Na‘alehu. Because operation of the Pakini Nui Wind Farm may result in the incidental take of threatened or endangered species including nēnē or Hawaiian goose (<i>Branta sandvicensis</i>), Tawhiri, in collaboration with the United States Fish and Wildlife Service, developed the Federal Pakini Nui Wind Farm Habitat Conservation Plan and was issued Incidental Take Permit (ITP) No. TE-53063D-0 on September 3, 2019. The ITP authorizes the incidental take of three adult nēnē (<i>Branta sandvicensis</i>) or six nēnē fledgeling equivalents, and pursuant to Federal laws and regulations, Tawhiri is obligated to mitigate for the incidental take of three adult nēnē or six nēnē fledgling equivalents.</p> <p>DOFAW and Tawhiri identified Pu‘u ‘Ō‘ō Nēnē Facility as a suitable site for nēnē mitigation. The Pu‘u ‘Ō‘ō Nēnē Facility is a 98-acre, fenced, open top, predator proof pen located within TMK (3) 2-60-18:013, which provides a nēnē nesting and release site. Tawhiri will provide a one-time payment of \$36,000 to DOFAW who will utilize this funding for predator control, nēnē monitoring, and vegetation management at the Pu‘u ‘Ō‘ō Nēnē Facility over the course of 835 hours of overtime work over a 2-year period.</p>
Chap. 343 Trigger(s):	Use of State lands

Exemption Class No(s).:	<p>In accordance with Section 11-200.1-15, Hawaii Administrative Rules (HAR) and the Exemption List for the Department of Land and Natural Resources, reviewed and concurred by the Environmental Council on November 10th, 2020, the subject project is exempt from the preparation of an Environmental Assessment according to the following exemption classes:</p> <p>General Exemption Type 1, Part 1, Items 1, 2, 4, and 27</p> <p>General Exemption Type 4, Part 1, Item 2, 3, and 9</p> <p>General Exemption Type 5, Part 1, Item 2, 13, and 15</p>
Cumulative Impact of Planned Successive Actions in Same Place Significant?	None. The project is intended to provide ecosystem benefits to indigenous endangered species, specifically the nēnē or Hawaiian goose (<i>Branta sandvicensis</i>).
Action May have Significant Impact on Particularly Sensitive Environment?	Staff is not aware of any particularly sensitive environmental issues. The project is intended to provide ecosystem benefits to indigenous endangered species.
Analysis:	Staff believe there would be no significant impact to the environment.
Consulted Parties:	DLNR DOFAW has no objections and is in support of this plan.
Recommendation:	It is recommended that the Board find this project will have minimal or no significant effect on the environment and is presumed to be exempt from the preparation of an environmental assessment.

DAWN N. S. CHANG, Chairperson
Board of Land and Natural Resources

Date

August 22, 2025

KA PA‘AKAI ANALYSIS

for the

Request to Approve a Memorandum of Understanding Between Tawhiri Power LLC and the State of Hawai‘i Department of Land and Natural Resources, Division of Forestry and Wildlife to Fulfil Nēnē Mitigation Requirements under the Federal Pakini Nui Wind Farm Habitat Conservation Plan and Incidental Take Permit No. TE-53063D-0 at Pu‘u ‘Ō‘ō Nēnē Facility, Upper Pi‘ihonua, Hawai‘i; TMK (3) 2-60-18:013

In 2004, Kepā and Onaona Maly wrote the following regarding the history of Pi‘ihonua and Humu‘ula:

Native Hawaiian traditions and historical accounts describe the lands of Humu‘ula, Pi‘ihonua, and Ka‘ohe—areas extending from shore to around the 6,000 foot elevation—as having once been covered with dense forests, and frequented by native practitioners who gathered forest-plant resources, birds, and food. The larger ‘āina mauna were frequented by individuals who were traveling to the upper regions of Mauna Kea to worship, gather stone, bury family members, or deposit the piko (umbilical cords of new-born children) in sacred and safe areas; and by those who were crossing from one region of the island to another.

As early as the 1820s, introduced cattle, sheep, goats, and wild dogs had made their way up to the mountain lands, and were bothersome to those who traveled the ‘āina mauna. ... By 1850, the natural-cultural landscape of the ‘āina mauna was being significantly altered by the roving herds of wild bullocks, sheep and other ungulates, and ranching interests were being formalized in the region. ... Portions of the land of Pi‘ihonua were leased to native bird hunters in the middle 1860s, and subsequently to native and foreign bullock hunters. As a result, Humu‘ula and the larger ‘āina mauna have been intensively ranched for more than 150 years. (p. ii)

Pu‘u ‘Ō‘ō Nēnē Facility was established in 2011, following a Proclamation issued by then Governor Neil Abercrombie which declared a population of nēnē at a Hōkūala Kaua‘i (formerly Kaua‘i Lagoons Resort) a threat to public safety due to the proximity of nēnē to aircraft operations at Līhu‘e Airport. The 98-acre predator-proof pen at Pu‘u ‘Ō‘ō was constructed to provide a protected habitat for nēnē translocated from Kaua‘i. (Note, the purpose of this fencing is to exclude invasive animals and protect native species, not to restrict human access.) Prior to being utilized as nēnē habitat, this area was leased by the State of Hawai‘i to Nobriga Ranch for cattle ranching.

The proposed project will contribute to Hawaiian cultural and natural resources by providing ecosystem and species benefits for the endemic, endangered nēnē (*Branta sandvicensis*) at the Pu‘u ‘Ō‘ō Nēnē Facility, in Upper Pi‘ihonua, Hawai‘i. Benefits to nēnē and nēnē habitat will be accomplished through mowing grass to increase foraging habitat, controlling invasive weeds, predator trapping, fence maintenance, and nēnē monitoring.

The area is accessible to the public and negative impacts to any cultural, historical, or natural resources nor traditional customary native Hawaiian rights are not anticipated. The Department of Land and Natural Resources, Division of Forestry and Wildlife will collaborate with any individuals or groups who wish to exercise their Native Hawaiian traditional and customary rights in the proposed project area.

Works Cited

Maly, Kepā, Maly, Onaona, and Kumu Pono Associates. *Humu'ula A Me Pi'ihonua: He Mau 'Āina Lei Ali'i Ma Ka 'Āina Mauna o Hawai'i; Humu'ula and Pi'ihonua: Lands That Adorn The Chiefs On the Mountain Lands of Hawai'i: A Collection of Native Traditions, Historical Accounts, and Oral History Interviews*. March 15, 2004.
https://www.kumupono.com/wp-content/uploads/2021/12/2004_03_31_Humuula-Piihonua-Hilo-Hawaii-PDF.pdf.