

Kaheawa Wind Power, LLC

Testimony to

BOARD OF LAND AND NATURAL RESOURCES

January 23, 2026

Agenda Item D-4

Decision Making Regarding Disposition of Tax Map Keys (TMKs) (2) 4-8-001: portion of 001 and (2) 3-6-001: portion of 014:

- 1) Issuance of a Revocable Permit with a Right of Entry to Kaheawa Wind Power, LLC, OR Issuance of a Direct Lease to Kaheawa Wind Power, LLC, for the Continued Operation of Kaheawa Wind Power I, Ukumehame and Wailuku Districts on the island of Maui Identified by TMKs (2) 4-8-001: portion of 001 and (2) 3-6-001: portion of 014; and
- 2) Declaration that the Board of Land and Natural Resources' Issuance of a Set Aside and Right-of-Entry Permit to the Division of Forestry and Wildlife to a Portion of TMK (2) 3-6-001:014 at its Meeting on March 24, 2023, Item C-3, Authorizes the Division of Forestry and Wildlife to Conduct Management Activities, including removal of abandoned property in accordance with Hawai'i Revised Statutes § 171-31.5.

Aloha Chair Kanaka'ole and Members of the Board of Land and Natural Resources ("BLNR" or "Board"):

Thank you, members of the Board, for the opportunity to provide this testimony.

Based on the discussion below and the information previously provided to the Department of Land and Natural Resources ("DLNR"), Kaheawa Wind Power, LLC ("KWP" or "Applicant") respectfully requests that the Board approve KWP's request to direct lease State lands for a term of twenty-five (25) years and that the Board direct DLNR to negotiate and execute a financeable direct lease with the assistance of the Chairperson by no later than January 31, 2026, with such lease to be effective as of February 1, 2026, subject to the following:

- 1. The annual fair market rental value, including any percentage rent, if applicable, shall be for unimproved land, and should reflect the unimproved land value as of the date of valuation;**
- 2. KWP shall post a removal bond or other security determined suitable by the Chairperson in the amount of \$33,700,000 and shall pay all costs incurred by DLNR to procure a consultant to update the removal bond study in year ten (10) of the lease;**

3. The standard terms and conditions of the most current lease form, as may be amended from time to time and as negotiated by the Chairperson;
4. Review and approval by the Department of the Attorney General; and
5. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interest of the State.

I. **Discussion**

a. **Background of the KWP Project**

The KWP facility consists of twenty (20) General Electric (GE) 1.5-MW wind turbines arranged in a single articulated row, together with a substation and operations & maintenance building, (collectively, the “Project”) on the slopes of the West Maui Mountains in an area known as Kaheawa Pastures. KWP is a current lessee on state-owned lands with the State of Hawai‘i Department of Land and Natural Resources (“DLNR”) under General Lease No. S-5731 dated January 19, 2005, as amended (the “Original Lease”), as extended and amended by Holdover of General Lease No. S-5731 dated January 30, 2025 (“Holdover”), for approximately 200 acres on lands described by TMK Nos. (2) 4-8-001: Por. of 001; and (2) 3-6-001: Por. of 014 (for non-exclusive access easement purposes) (“Project Lands”). The Original Lease, as amended by the Holdover, expires on January 31, 2026. After January 31, 2026, without a new lease in place, KWP will lose the right to occupy and operate the Project on the Project Lands, and the KWP facility will be required to shut down electricity production.

The KWP facility is located within the State Conservation District on the boundary of the Wailuku and the Lahaina judicial districts, in the Kaheawa Pastures area of West Maui, Hawai‘i within the Ukumehame ahupua‘a. The Project Lands are bordered by Pāpalaua Gulch to the northwest, the West Maui Mountains to the north, Manawainui Gulch to the east, and the Pacific Ocean to the south. There are no residential uses within the Project Lands. The nearest settlements are Olowalu, which is approximately five miles to the southwest, and Mā‘alaea, which is approximately two miles to the east.

b. **KWP Delivers Clear Benefit to Maui**

KWP proposes to continue to operate the existing wind energy generation facility ensuring continued delivery of clean, renewable energy to Maui residents and offering substantial financial and other benefits to the community (see Figure 1 below).

Figure 1. Kaheawa Wind Power: Maui Benefits



The KWP facility has been operating since 2006 and is capable of producing enough energy to power the equivalent of 17,000 homes annually on the island of Maui. The **KWP facility is an essential power plant for Maui and supplies roughly 11% of Maui's total utility-scale electricity generation.** When considered alongside the adjacent Kaheawa Wind Power 2 facility, the combined facility delivers nearly 15%¹ of Maui's total utility-scale electricity generation.

The KWP facility is among the lowest cost electricity generators in the State of Hawaii. The facility currently saves Maui residents between ~\$7 million to \$10 million per year vs. fossil fuels, a savings that would otherwise come as an immediate cost to residents if the facility ceases operations.² In 2024, the Project provided energy at 15%-30% below the cost of fossil-fueled generators on Maui.³ The Project delivers energy at a low, fixed price that reduces Maui's exposure to fossil fuel price volatility, which results in costs that are directly passed on to consumers and contributes to unpredictable electricity costs. The cost to replace energy from the project would be passed immediately to consumers and would disproportionately impact lower

¹ Kaheawa Wind Power forecasted annual generation as a percentage of the total utility scale generation, 2024 Renewable Portfolio Standard Status Report (see, e.g.: https://www.hawaiianelectric.com/documents/clean_energy_hawaii/rps_report_2024.pdf).

² Since January 2024, Hawaiian Electric's "Schedule Q" Avoided Cost of Energy for the Maui Division has averaged ~\$171 / MWh (see, e.g.: <https://www.hawaiianelectric.com/billing-and-payment/rates-and-regulations/avoided-energy-costs>). KWP's current rate is ~\$136 / MWh. The facility's rate will decrease from this level under the new Proposal selected by Maui Electric.

³ Energy cost comparison based on avoided energy costs and energy cost recovery filings for Maui.

income households because those customers already bear the highest relative electricity cost burdens.⁴

c. Proposed Continued Operation of the KWP Project and New Lease from DLNR

KWP was selected by Hawaiian Electric as part of the Maui Stage 3 Request for Proposals (“RFP”), a competitive bidding process developed by Hawaiian Electric in coordination with the Hawai‘i Public Utilities Commission (“PUC”) to procure renewable energy sources for Maui’s electric grid in response to anticipated energy resource shortfalls. The KWP facility is currently operating under a 20-year power purchase agreement (Existing PPA). KWP will be executing a new 20-year power purchase agreement (“New PPA”) with Maui Electric shortly for the delivery of renewable energy.

Following the expiration of the Existing PPA, KWP plans to refurbish the Project by replacing and/or repairing various equipment components in the Project at significant cost to ensure that the Project will operate efficiently for the duration of the New PPA. The refurbishment of the Project is expected to be funded through a combination of tax credit monetization, equity capital and third-party debt financing that has a first lien on the Project. KWP can only provide the highly competitive energy pricing it proposed to Maui Electric in the RFP if it is able to obtain such financing.

d. Environmental Approvals and Recommendations

The Board’s consideration of a direct lease follows the completion and approval of required environmental reviews. Key approvals and recommendations are as follows:

- Acceptance of a Chapter 343 Environmental Impact Statement, accepted by BLNR on December 12, 2025.
- Approval of the Habitat Conservation Plan (“HCP”) and Incidental Take License (“ITL”). On December 18, 2025, the Endangered Species Recovery Committee (ESRC) unanimously recommended approval of the HCP, with amendments incorporated by KWP.
- State Historic Preservation Division (“SHPD”) Concurrence. SHPD issued a letter of concurrence on December 30, 2025, agreeing with the Land Division’s effect determination of “Effect with mitigation commitments” and raised no objections to the proposed mitigation commitments.
- Conservation District Use Permit (“CDUP”). The KWP facility operates under CDUP MA-3103, approved on January 24, 2003, and amended on June 24, 2005. The CDUP has no expiration date and will remain in effect for the new lease period.

⁴ See, e.g. Hawai‘i Department of Business, Economic Development & Tourism, Electricity Burdens on Hawai‘i Households:2025 Update, Published January 2025, Page 4, “Electricity burdens consistently decrease with income; households with lower income levels tend to spend a higher proportion of their income on electricity bills”, and broader analyses on Pages 2-3 demonstrating average electricity burdens were significantly higher for Household Types with lower average annual incomes.

e. KWP Qualifies for a Direct Lease as a Renewable Energy Producer Pursuant to HRS §171-95.3

HRS §171-95.3 provides that a renewable energy producer may obtain a direct lease from the Board. As part of the application process, the renewable energy producer must provide the following information to the Board:

- (1) A timeline for completion of the project;
- (2) A description of a financial plan for project financing;
- (3) A description of the conceptual design of the project;
- (4) A description of the business concept for the project; and
- (5) A description of landscape and acreage requirements including public and private lands.

As part of sustained engagement with DLNR Land Division on a new Lease for the Project dating back to 2022, KWP submitted an application for a Direct Lease to DLNR on July 9, 2025. Following review, Land Division requested additional information, which KWP furnished in e-mails on November 21 and December 2, 2025. KWP provided all additional information requested by Land Division, except for certain limited financial information that KWP could not provide without violating the Mutual Confidentiality and Non-Disclosure Agreement dated August 8, 2022, between Maui Electric and KWP ("MECO NDA"). Despite KWP being precluded by the MECO NDA from providing such confidential financial information on the Project, KWP has nevertheless provided all financial and other business-related information required by HRS §171-95.3. KWP notes that as part of the Hawaiian Electric Stage 3 RFP, KWP was satisfactorily evaluated on Financial Compliance, Financial Strength and Financing Plan.

KWP asserts that it has satisfied all requirements of HRS §171-95.3 such that the Board is sufficiently informed of all necessary relevant information to award a direct lease to KWP.

f. Request for a New Direct Lease from DLNR

KWP requests that the Board (a) grant a direct lease ("New Lease") of the Project Lands to KWP and that the rent be the annual fair market rental value, including percentage rent, for unimproved land, (b) require that the New Lease be negotiated and executed not later than January 31, 2026, and (c) require that the New Lease include reasonable and conventional lease provisions enabling the Project to be financed by commercial lenders.

- **The lease of unimproved land (as opposed to a lease of all improvements) achieves the highest rental income for the State, best serving the Public Interest.**

- **The lease of unimproved land preserves ownership of the Project with KWP which is required by lenders for project financing** to fund the replacement of Project equipment and secure delivery of long-term benefits to Maui.
- **The New Lease must contain reasonable and conventional lease provisions enabling the Project and New Lease to be financed by commercial lenders.** If the New Lease does not contain such provisions, the New Lease will not be financeable, project lenders will not provide financing for the Project, and the Project will not be viable.
- **The New Lease must be executed by January 31, 2026, which is the date the Original Lease, as extended by the Holdover, will expire. If the New Lease is not executed by January 31, 2026, KWP will lose its right to occupy and operate the Project on the Project Lands and will need to shut down.**

New Lease Must Be for Unimproved Land

Public Interest. The lease of unimproved land provides the State the highest annual rent and therefore serves the public interest.

DLNR ordered appraisals to determine the rental values in each case of a lease for (i) unimproved land and (ii) land and improvements. The appraisal for unimproved land concludes that the highest and best use of the site is one that maximizes land productivity and economic return, and that conservation uses, including wind energy generation, fulfill this standard. Moreover, maximizing rental revenue under the unimproved land valuation supports the Public Trust analysis. As noted in the DLNR Staff Submission, KWP advances the State's renewable energy goals, and lease revenues to the Land Division would contribute to the Special Land Development Fund to support disaster response, conservation efforts, and to leverage federal matching funds for environmental initiatives that might not otherwise move forward.

Lease for Unimproved Land will Yield the Highest Rental Income to the State of Hawaii. The appraisal for a lease of unimproved land indicated that the annual rent should be the higher of \$300,000 or 3.5% of gross revenues from the Project, while the appraisal for a lease of land and improvements indicated that the annual rent should be \$390,000. As noted on page 9 of the Staff Submittal, "historically, the unimproved rental amount with a percentage rent of 3.5% averaged \$446,097 annually, which is more than both appraised values [\$300,000 and \$390,000⁵]. The MECO NDA precludes KWP from disclosing the anticipated gross revenues from the Project under the New PPA. However, KWP can confirm that applying the 3.5% to KWP's projected gross revenues under the New PPA will yield annual rent greater than the \$390,000

⁵ KWP further notes that the "with improvements" appraisal contemplated a \$15MM decommissioning bond, which the State has since requested more than a doubling of, significantly adding cost to the project, such that were that to have been considered in the "with improvements" appraisal, KWP is confident the fair market value rent would have been materially lower.

annual rent for a lease of land and improvements. As such, the lease of unimproved land yields the highest rental amount to the State of Hawaii and, as such, serves the Public Interest.

A Lease of Unimproved Land Allows for KWP Ownership of Project and Enables Financing and the New PPA. Project lenders and Maui Electric require that KWP own the improvements and all equipment associated with the Project so that KWP can post the improvements and equipment as collateral under the financing arrangement. If KWP does not own the improvements and all equipment, Project lenders will not finance the Project. A lease of unimproved lands assumes that KWP will continue to own the Project, and as such will enable Project financing to occur to serve the Project's Stage 3 PPA. The refurbishment of the Project is expected to be funded through a combination of tax credit monetization, equity capital and third-party debt financing that has a first lien on the Project.

It is a requirement in the debt finance industry that project financing be secured by the assets of the Project. Failure of KWP to own the underlying assets and equipment comprising the Project would be highly unusual for projects of this type, and such lack of ownership by KWP would be fatal to any such financing. No third-party lender will provide debt-financing without a first priority, perfected security interest in the underlying assets and equipment comprising the Project. This would be impossible to provide if DLNR owned such assets and equipment.

In addition, a fundamental element of tax credit financing requires KWP to own the Project. If KWP does not own the Project, it would render the KWP and the Project ineligible for tax credit financing. This means that KWP would lose another element of the financing it requires to fund the refurbishment of the Project.

The energy price that KWP proposed to Maui Electric for the New PPA was premised on (a) fair market rent payments by KWP under the new lease, and (b) continued ownership by KWP of (i) improvements made by (or on behalf of) KWP on the Project Lands, and (ii) all fixtures, machinery and equipment installed therein by (or on behalf of) KWP. If third-party debt financing at reasonable cost cannot be obtained, KWP cannot offer the power pricing set forth in its submittal to Maui Electric in the Stage 3 RFP.

New Lease Needs to Include Specific Language for It to Be Financeable

In order for KWP to obtain its tax credit and debt financing, the New Lease needs to be financeable. To be financeable, the New Lease must include customary lender protection provisions. Such lender protection provisions are routine in commercial lease financing throughout the country, including Hawaii, and all utility-scale renewable energy projects require such provisions in their leases. To be certain that the New Lease is financeable and appropriately includes such customary provisions, the New Lease should be reviewed, negotiated, and found acceptable to financing counsel (including lenders' counsel) familiar with the typical lender requirements and market expectations. We expect that certain aspects of the New Lease should resemble the general lease form that DLNR executed several years ago for the Na Pua Makani wind project, which was similarly situated.

New Lease Needs to Be Signed by DLNR and KWP No Later than January 31, 2026

The Original Lease, as extended by the Holdover, expires on January 31, 2026, and current law precludes a further extension. If the New Lease is not executed by both KWP and DLNR by January 31, 2026, KWP will lose its possessory interest in the Project Lands and will not be able to continue to operate the Project or to deliver energy to Maui Electric. In other words, if the New Lease is not signed by January 31, 2026, KWP will be required to cease delivering energy to Maui Electric.

g. Revocable Permit is Not a Viable Option for Continued Operation of the Project

The DLNR Staff Submittal proposes that the Board approve a Revocable Permit commencing February 1, 2026 for the maintenance and security (but not operation) of the Project. But DLNR Land Division staff previously indicated to KWP that KWP cannot operate the Project (i.e., operate the wind turbines, generate electricity, and deliver electricity to Maui Electric) under a Revocable Permit. The Staff Submittal elaborates that in the case of a Revocable Permit “any use [by KWP] beyond access to secure the site shall constitute a material breach of the [Revocable Permit] and will result in termination of the [Revocable Permit]”.

As DLNR’s position is that the Revocable Permit will not allow KWP to operate the Project and deliver electricity to Maui Electric, the Revocable Permit is not an option for KWP to continue operating the Project. A Revocable Permit which only allows for maintenance and security of the Project (but not operations) will require KWP to shut the Project down on and cease all electricity generation and delivery to Maui Electric on February 1, 2026. This will mean a loss of 30MW of electricity generation to the Maui Electric grid. Considering these circumstances, the Revocable Permit does not provide a viable path forward.

h. Removal Bond

Following KWP’s execution of the Holdover document, DLNR commissioned a removal cost study commissioned to establish probable, engineering-based costs for decommissioning the KWP facility and to inform the appropriate removal bond amount required under the State land lease. The study evaluated multiple decommissioning scenarios to ensure the State is adequately protected while supporting lease decision-making.

The Original Lease provided for a \$1,500,000 removal bond. DLNR required in the Holdover that the removal bond amount be increased to \$15,000,000. As indicated above, shortly after the delivery to DLNR of the \$15,000,000 removal bond, DLNR commissioned the study. The study, dated on December 30, 2025, estimated the removal costs to be \$33,700,000, and removal costs in 2035 to be \$45,280,000 (in anticipated 2035 dollars).

The Staff Submittal requests that the removal bond be in the amount of \$45,280,000 in

year 1 (2026) of the New Lease, notwithstanding that the study contemplates that the estimated costs of removal in year 1 are \$33,700,000. The amount requested by the Staff Submittal is more than 34% higher than the amount that the study concludes is required to secure KWP's removal obligation. Such bond amount would require KWP to expend significant sums for the higher bond amount, although doing so would significantly exceed the Project's current needs. **In fact, the annual bond premiums for a \$45,280,000 bond amount are substantially higher than the annual rent payments payable by KWP to the State under the highest rent scenario described above. These premiums are challenging the Project's viability and set a precedent in which future power plants on State lands may be required to pass significant early-stage costs on to consumers, even though it is extremely unlikely that a power plant would be prematurely decommissioned after a major investment is made.** KWP therefore respectfully requests that the amount for the removal bond be limited to \$33,700,000 beginning year 1 of the New Lease.

Additionally, access to an extremely large bond facility for a small project by national standards, as is requested by the State, is extremely expensive and it is not clear market providers will be willing to supply such a substantial bond for the Project. Accordingly, KWP requests the flexibility to utilize an alternative form of security determined suitable by the Chairperson.

i. DOFAW Management of Entrance Area

KWP acknowledges DLNR's proposal that the Division of Forestry and Wildlife will take over management of the entrance area.

KWP notes that it will coordinate with DOFAW, and will require cooperation from DOFAW, to have knowledge of the gate code at all times to ensure the safety of its employees as well as maintain standard operations.

II. KWP's Request of the Board

Based on the above, KWP respectfully requests that the Board approve KWP's request to direct lease State lands for a term of twenty-five (25) years and direct DLNR to negotiate and execute a financeable direct lease with the assistance of the Chairperson by no later than January 31, 2026, with such lease to be effective as of February 1, 2026, subject to the following:

- 1. The annual fair market rental value, including any percentage rent, if applicable, shall be for unimproved land, and should reflect the unimproved land value as of the date of valuation;**
- 2. KWP shall post a removal bond or other security determined suitable by the Chairperson in the amount of \$33,700,000 and shall pay all costs incurred by DLNR procure a consultant to update the removal bond study in year ten (10) of the lease;**
- 3. The standard terms and conditions of the most current lease form, as may be amended from time to time and as negotiated by the Chairperson;**

4. Review and approval by the Department of the Attorney General; and
5. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interest of the State.

[Signature Page Follows]

Respectfully submitted,

KAHEAWA WIND POWER, LLC

By:  _____

Name: David Purcell

Title: Vice President

PACIFIC PILE & CRANE, INC.

P.O. Box 7, Kahului, HI 96733 Phone: (808) 242-4782 Fax: (808) 244-1992 email: jeffk@ppcmaui.com



Recipient of the Specialized Carriers & Rigging Association 2022 Project Safety Award, Kaheawa Wind

Date: January 20, 2026

To: Board of Land and Natural Resources)

Subject **Subject: Agenda Item C-3 and D-4, Support for Kaheawa Wind Power I**

Dear Chair Kanaka'ole and Members of the Board of Land and Natural Resources,

I am submitting this testimony in **support** of the final approval for the Habitat Conservation Plan and issuance of the Incidental Take License (agenda item C-3) and to grant a long-term lease (agenda item D-4) for Kaheawa Wind Power I.

These actions by the Board will allow the wind farm to continue operating as it is today and will continue to deliver a lower electricity cost and a more reliable electric grid for Maui residents and businesses for the next 20 years.

Maui's businesses and residents continue to experience high electricity costs and uncertainty about the island's energy future. Kaheawa Wind Power I has been a longstanding and essential contributor to Maui's clean energy goals. If the project were taken offline, the island would be forced to rely on additional fossil-fuel generation, resulting in greater environmental impacts. With a significant amount of Maui's existing fossil-fueled generation expected to retire in the coming years, the island cannot afford to lose any of its current renewable energy resources.

Moreover, a significant benefit of the project is a \$300,000-per-year program that will be reinvested in Maui for the next 20 years, providing direct support for community-driven priorities and allowing the community to determine what initiatives matter most to them.

I urge the BLNR to approve the HCP and grant a long-term lease so that Kaheawa Wind Power 1 will continue to produce clean energy without interruption. Without this existing resource, Maui will face increased electricity costs, further worsening the cost of living.

Sincerely,

Pacific Pile & Crane, Inc.

A handwritten signature in black ink, appearing to read "Jeffrey P. S. Kunishige".

Jeffrey P. S. Kunishige, President



International Brotherhood of Electrical Workers

LOCAL UNION NO. 1186 • Affiliated with AFL-CIO

1935 HAU STREET, 5th Floor • HONOLULU, HI 96819-5003
TELEPHONE (808) 847-5341 • FAX (808) 847-2224

January 23, 2026, Agenda Item C-3 and D-4

Board of Land and Natural Resources
1151 Punchbowl St., 1st Floor, Room 132
Honolulu, HI 96813

RE: Agenda Items C-3 and D-4 Kaheawa Wind HCP, ITL and Lease,
C-3. Decision Making Regarding 1) Kaheawa Wind Power I's Request for Approval of its Habitat Conservation Plan and 2) Issuance of an Incidental Take License for Kaheawa Wind Power, LLC, for 25 years. **D-4.** Decision Making Regarding Disposition of Tax Map Keys (TMKs) (2) 4-8-001: portion of 001 and (2) 3-6-001: portion of 014 Kaheawa Wind Power, LLC

Chair Chang and Members of the Board:

IBEW Local 1186 offers its support for the Board's acceptance of the final Environmental Impact Statement (EIS) of Kaheawa Wind Power I. Our electricians have been involved with this facility since its initial construction, and we have maintained a long-term partnership providing technical expertise, maintenance support, and system upgrades that keep the project operating safely and reliably.

From a technical standpoint, KWP I plays an important role in Maui's energy system. Its output helps stabilize a grid that is increasingly reliant on daytime intermittent resources, and its generation profile—producing energy during hours when solar is unavailable—adds system value that cannot be easily replaced. The EIS outlines a continuation of operations within the existing footprint along with mitigation measures that address cultural, environmental, and wildlife considerations while preserving a vital electrical asset.

Our members understand firsthand the engineering, safety protocols, and electrical reliability standards required to operate a wind facility of this scale. Reconstructing and maintaining this resource for the next twenty years is essential as Maui prepares for the retirement of major fossil-fuel units and faces uncertainties in new project development. It is a project that our members support as it will provide employment for highly-skilled workers for many decades.

For these reasons, IBEW Local 1186 respectfully asks the Board to accept the EIS and allow KWP I to continue contributing dependable, technically advanced renewable energy to Maui.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Kim', with a stylized flourish at the end.

Damien Kim
Business Manager /
Financial Secretary

Subject: Agenda Item C-3 and D-4, Support for Kaheawa Wind Power I

Dear Chair Kanaka'ole and Members of the Board of Land and Natural Resources,

I am submitting this testimony in **support** of the final approval for the Habitat Conservation Plan and issuance of the Incidental Take License (agenda item C-3) and to grant a long-term lease (agenda item D-4) for Kaheawa Wind Power I.

As a resident of Maui resident, I can attest to our high electricity costs and uncertainty about our energy future. Considering that a significant amount of Maui's existing fossil-fueled generation is expected to retire in the coming years, our island cannot afford to lose any of its current renewable energy resources.

Kaheawa Wind Power I has been a longstanding and essential contributor to Maui's clean energy goals. If this project isn't approved, Maui would be forced to rely on additional fossil-fuel generation, resulting in greater environmental impacts. In addition, Kaheawa Wind is offering \$ 300,000 per year in community benefits over the next 20 years, providing direct support for community-driven priorities and allowing the community to determine which initiatives matter most to them.

I urge the BLNR to approve the HCP and grant a long-term lease so that Kaheawa Wind Power I can continue producing clean energy without interruption.

Mahalo



1-21-2026

Subject: Agenda Item C-3 and D-4, Support for Kaheawa Wind Power I

Dear Chair Kanaka'ole and Members of the Board of Land and Natural Resources,

I am submitting this testimony in **support** of the final approval for the Habitat Conservation Plan and issuance of the Incidental Take License (agenda item C-3) and to grant a long-term lease (agenda item D-4) for Kaheawa Wind Power I.

As a resident of Maui resident, I can attest to our high electricity costs and uncertainty about our energy future. Considering that a significant amount of Maui's existing fossil-fueled generation is expected to retire in the coming years, our island cannot afford to lose any of its current renewable energy resources.

Kaheawa Wind Power I has been a longstanding and essential contributor to Maui's clean energy goals. If this project isn't approved, Maui would be forced to rely on additional fossil-fuel generation, resulting in greater environmental impacts. In addition, Kaheawa Wind is offering \$ 300,000 per year in community benefits over the next 20 years, providing direct support for community-driven priorities and allowing the community to determine which initiatives matter most to them.

I urge the BLNR to approve the HCP and grant a long-term lease so that Kaheawa Wind Power I can continue producing clean energy without interruption.

Mahalo

A handwritten signature in black ink, appearing to be 'John A. ...', written in a cursive style.

1-21-2026

Subject: Agenda Item C-3 and D-4, Support for Kaheawa Wind Power I

Dear Chair Kanaka'ole and Members of the Board of Land and Natural Resources,

I am submitting this testimony in **support** of the final approval for the Habitat Conservation Plan and issuance of the Incidental Take License (agenda item C-3) and to grant a long-term lease (agenda item D-4) for Kaheawa Wind Power I.

As a resident of Maui resident, I can attest to our high electricity costs and uncertainty about our energy future. Considering that a significant amount of Maui's existing fossil-fueled generation is expected to retire in the coming years, our island cannot afford to lose any of its current renewable energy resources.

Kaheawa Wind Power I has been a longstanding and essential contributor to Maui's clean energy goals. If this project isn't approved, Maui would be forced to rely on additional fossil-fuel generation, resulting in greater environmental impacts. In addition, Kaheawa Wind is offering \$ 300,000 per year in community benefits over the next 20 years, providing direct support for community-driven priorities and allowing the community to determine which initiatives matter most to them.

I urge the BLNR to approve the HCP and grant a long-term lease so that Kaheawa Wind Power I can continue producing clean energy without interruption.

Mahalo



1-21-2026

Subject: Agenda Item C-3 and D-4, Support for Kaheawa Wind Power I

Dear Chair Kanaka'ole and Members of the Board of Land and Natural Resources,

I am submitting this testimony in **support** of the final approval for the Habitat Conservation Plan and issuance of the Incidental Take License (agenda item C-3) and to grant a long-term lease (agenda item D-4) for Kaheawa Wind Power I.

As a resident of Maui resident, I can attest to our high electricity costs and uncertainty about our energy future. Considering that a significant amount of Maui's existing fossil-fueled generation is expected to retire in the coming years, our island cannot afford to lose any of its current renewable energy resources.

Kaheawa Wind Power I has been a longstanding and essential contributor to Maui's clean energy goals. If this project isn't approved, Maui would be forced to rely on additional fossil-fuel generation, resulting in greater environmental impacts. In addition, Kaheawa Wind is offering \$ 300,000 per year in community benefits over the next 20 years, providing direct support for community-driven priorities and allowing the community to determine which initiatives matter most to them.

I urge the BLNR to approve the HCP and grant a long-term lease so that Kaheawa Wind Power I can continue producing clean energy without interruption.

Mahalo

A handwritten signature in black ink, appearing to be 'Michael A. ...', written in a cursive style.

1-21-2026

Subject: Agenda Item C-3 and D-4, Support for Kaheawa Wind Power I

Dear Chair Kanaka'ole and Members of the Board of Land and Natural Resources,

I am submitting this testimony in **support** of the final approval for the Habitat Conservation Plan and issuance of the Incidental Take License (agenda item C-3) and to grant a long-term lease (agenda item D-4) for Kaheawa Wind Power I.

As a resident of Maui resident, I can attest to our high electricity costs and uncertainty about our energy future. Considering that a significant amount of Maui's existing fossil-fueled generation is expected to retire in the coming years, our island cannot afford to lose any of its current renewable energy resources.

Kaheawa Wind Power I has been a longstanding and essential contributor to Maui's clean energy goals. If this project isn't approved, Maui would be forced to rely on additional fossil-fuel generation, resulting in greater environmental impacts. In addition, Kaheawa Wind is offering \$ 300,000 per year in community benefits over the next 20 years, providing direct support for community-driven priorities and allowing the community to determine which initiatives matter most to them.

I urge the BLNR to approve the HCP and grant a long-term lease so that Kaheawa Wind Power I can continue producing clean energy without interruption.

Mahalo

A handwritten signature in black ink, appearing to read "Daniel G.", is located at the bottom left of the page.

1-21-2026

Council Chair
Alice L. Lee

Vice-Chair
Yuki Lei K. Sugimura

Councilmembers
K. Kauanoë Batangan
Tom Cook
Gabe Johnson
Tamara Paltin
Keani N.W. Rawlins-Fernandez
Shane M. Sinenci
Nohelani U'u-Hodgins



Director of Council Services
David M. Raatz, Jr., Esq.

Deputy Director of Council Services
Richelle K. Kawasaki, Esq.

COUNTY COUNCIL
COUNTY OF MAUI
200 S. HIGH STREET
WAILUKU, MAUI, HAWAII 96793
www.MauiCounty.us

January 22, 2026

Acting Chair Ryan Kanaka`ole and
Members of the Board of Land and Natural Resources
P.O. Box 621
Honolulu, HI 96809

Dear Acting Chair Kanaka`ole and
Members of the Board of Land and Natural Resources:

**SUBJECT: TESTIMONY IN SUPPORT OF AGENDA ITEMS C-3
AND D-4, RELATING TO KAHEAWA WIND POWER I**

As the South Maui residency area representative on the Maui County Council and Chair of its Water and Infrastructure Committee, I am writing to express my **support** of the final approval for the Habitat Conservation Plan (HCP) and issuance of the Incidental Take License (agenda item C-3) and to grant a long-term lease (agenda item D-4) for Kaheawa Wind Power I (KWP 1).

The Maui County Council has not had the opportunity to take a formal position on these items. Therefore, I am providing this testimony in my capacity as an individual member of the Maui County Council.

KWP 1 has been an essential part of Maui County's clean energy system for 20 years, generating 30 MW of renewable wind power and serving approximately 17,000 homes since 2006. It remains one of the lowest-cost renewable sources available on Maui Island and saves residents an estimated \$7 to \$10 million annually in avoided fuel costs.

The continued operation of KWP 1 supports multiple public interests simultaneously:

1. Energy cost stability for residents and businesses.
2. Grid reliability during the planned retirement of fossil fuel facilities.
3. Continued alignment with State and County clean energy mandates.
4. Reduced dependence on imported fossil fuels.

Acting Chair Kanaka`ole and
Members of the Board of Land and Natural Resources
January 22, 2026
Page 2

5. Long-term job creation and technical workforce development.

Importantly, TerraForm Power proposes to continue utilizing the existing wind facility and footprint, with no expansion or additional land impact. The project also remains one of only two utility-scale renewable projects still advancing on Maui Island.

KWP 1 will also provide significant community benefits, including \$300,000 per year for community impact projects; access for nonprofit and cultural organizations for stewardship and conservation; and mitigation and habitat improvement for millions of endangered species.

With Maui County facing the retirement of major fossil-fuel generation assets by 2030, Kaheawa Wind Power I represents essential, already-operational infrastructure that will continue to provide clean, affordable energy to residents and protect our energy future.

I urge the Board of Land and Natural Resources to approve the HCP and grant a long-term lease so that Kaheawa Wind Power 1 can continue producing clean energy without interruption. Without this existing resource, Maui County will face increased electricity costs, further worsening the cost of living.

Thank you for your consideration. If you have any questions, please do not hesitate to contact my office at (808) 270-7108 or by e-mail at Thomas.Cook@mauicounty.us.

Mahalo,



THOMAS COOK
Councilmember

Subject: Agenda Item C-3 and D-4, Support for Kaheawa Wind Power I

Dear Chair Kanaka'ole and Members of the Board of Land and Natural Resources,

I am submitting this testimony in **support** of the final approval for the Habitat Conservation Plan and issuance of the Incidental Take License (agenda item C-3) and to grant a long-term lease (agenda item D-4) for Kaheawa Wind Power I.

These actions by the Board will allow the wind farm to continue operating as it is today and will continue to deliver a lower cost of electricity and a more reliable electric grid for Maui residents and businesses for the next 20 years.

Maui's businesses and residents continue to experience high electricity costs and uncertainty about the island's energy future. Kaheawa Wind Power I has been a longstanding and essential contributor to Maui's clean energy goals. If the project were taken offline, the island would be forced to rely on additional fossil-fuel generation, resulting in greater environmental impacts. With a significant amount of Maui's existing fossil-fueled generation expected to retire in the coming years, the island cannot afford to lose any of its current renewable energy resources.

Moreover, a significant benefit of the project is a \$300,000-per-year program that will reinvest in Maui for the next 20 years, providing direct support for community-driven priorities and allowing the community to determine what initiatives matter most to them.

I urge the BLNR to approve the HCP and grant a long-term lease so that Kaheawa Wind Power 1 will continue to produce clean energy without interruption. Without this existing resource, Maui will face increased electricity costs, further worsening the cost of living.

Sincerely,

Tarah Kawal