

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Land Division  
Honolulu, Hawaii 96813

July 10, 2026

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

PSF No.: 26KD-026

Kauai

Cancellation of Governor's Executive Order No. 3863 to the Department of Education for Hanalei Public Library Site Purposes and Reset Aside to Hawaii State Public Library System for Public Library Site Purposes, Hanalei, Halele'a, Kauai, Tax Map Key: (4) 5-3-010:004; and

Approval of a Memorandum of Agreement Between the Hawaii State Public Library System and the Department of Transportation, for the Installation, Operation, and Maintenance of the National Electric Vehicle Infrastructure Charging Station, Hanalei, Halele'a, Kauai, Tax Map Key: (4) 5-3-010: Portion of 004.

CONTROLLING AGENCY:

Department of Education (DOE)

APPLICANT:

Hawaii State Public Library System (HSPLS)

LEGAL REFERENCE:

Section 171-11 and -95, Hawaii Revised Statutes (HRS), as amended.

LOCATION:

Government land located at Hanalei, Halele'a, Kauai, identified by Tax Map Key: (4) 5-3-010:004<sup>1</sup>. The parcel is the site of the Princeville Public Library, located at 4343 Emmalani Dr, Princeville, HI 96722.

AREA:

1.573 acres, more or less.

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<sup>1</sup>[Link for a map of the subject parcel found on the County of Kauai's Real Property website.](#)

ZONING:

State Land Use District: Urban  
County of Kaua'i CZO: Open Space

TRUST LAND STATUS:

Acquired after 1959, non-ceded lands.

DHHL 30% entitlement lands pursuant to the Hawai'i State Constitution: NO

CURRENT USE STATUS:

Governor's Executive Order No. 3863 setting aside 1.573 acres to Department of Education for Hanalei public library site purposes.

PURPOSE OF SET ASIDE:

Public library site purposes.

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

In accordance with Hawai'i Administrative Rules (HAR) § 11-200.1-15 and the Exemption List for the Department of Land and Natural Resources (Department) reviewed and concurred on by the Environmental Council on June 2, 2026, the subject request is exempt from the preparation of an environmental assessment pursuant to:

**General Exemption Type 1:** Operations, repairs or maintenance of existing structures, facilities, equipment, or topographical features, involving minor expansion or minor change of use beyond that previously existing.

**Part 1, Item 36:** Transfer of management authority over state-owned land, such as setting aside of state lands to or from other government agencies through a Governor's executive order.

**Part 1, Item 44:** Permits, licenses, registrations, and rights-of-entry issued by the Department that are routine in nature, involving negligible impacts beyond that previously existing.

**General Exemption Type 3:** Construction and location of single new, small facilities or structures and the alteration and modification of the facilities or structures and installation of new, small, equipment and facilities and the alteration and modification of the equipment or facilities, including but not limited to: (A) Single family residences less than 3,500 square feet, as

measured by the controlling law under which the proposed action is being considered, if not in conjunction with the building of two or more such units; (B) Multi-unit structures designed for not more than four dwelling units if not in conjunction with the building of two or more such structures; (C) Stores, offices and restaurants designed for total occupant load of twenty individuals or fewer per structure, if not in conjunction with the building of two or more such structures; and (D) Water, sewage, electrical, gas, telephone, and other essential public utility services extensions to serve such structures or facilities; accessory or appurtenant structures including garages, carports, patios, swimming pools, and fences; and acquisition of utility easements.

**Part 1, Item 7:** Utility service connection and installation.

**Part 1, Item 14:** Construction or placement of utilities (telecommunications, electrical, solar panels, drainage, waterlines, sewers) and related equipment (such as transformers, poles, cables, wires, pipes) accessory to existing facilities.

In its request for use of State lands dated February 10, 2026, the Department of Transportation (DOT) has also declared their portion of the proposed project as exempt from the preparation of an environmental assessment. In accordance with HAR § 11-200.1-15 and the Exemption List for the Department of Transportation, reviewed and concurred on by the Environmental Council on February 1, 2022, the subject request is exempt from the preparation of an environmental assessment pursuant to:

**General Exemption Type 3:** Construction and location of single, new, small facilities or structures, and the alteration and modification of the facilities or structures and installation of new, small equipment or facilities and the alteration and modification of same, including, but not limited to: (A) Single family residences less than 3,500 square feet, as measured by the controlling law under which the proposed action is being considered, if not in conjunction with the building of two or more such units; (B) Multi-unit structures designed for not more than four dwelling units if not in conjunction with the building of two or more such structures; (C) Stores, offices and restaurants designed for total occupant load of twenty individuals or fewer, if not in conjunction with the building of two or more such structures; (D) Water, sewage, electrical, gas, telephone and other essential public utility services extensions to serve such structures or facilities; and (E) Accessory or appurtenant structures including garages, carports, patios, swimming pools and fences; and, acquisition of utility easements. (F) Installation of noise monitoring equipment which includes poles for microphones and battery boxes. (G) Installation of communication systems, passport kiosks, elevators, escalators, conveyors, heating/ventilation/air conditioning units, pedestrian bridges and underpasses to existing facilities.

**Part 1, Item 13:** Modify utility systems including electrical (e.g., convert overhead lines to underground lines), gas, water, sewer, communications and other services to serve structures, buildings, or facilities. Extend utility service connection to new or modified assets. Exterior lighting modifications will comply with HRS Chapter 201-8.5, Night Sky Protection Strategy.

The proposed action will not result in any changes to the current use of the land. The proposed action is to change the set aside from DOE to HSPLS. The use of the land will not change.

HSPLS also requests approval of a Memorandum of Agreement (MOA) with DOT. The subject MOA covers an area that is currently used as parking for the library; the proposed action would add electric vehicle (EV) charging stations. Additional EV charging stations would encourage the use of renewable energy and help the progress of the State's renewable energy goals.

The proposed actions would involve negligible or no expansion or change in use of the subject area beyond that previously existing. No adverse cumulative impacts are anticipated as a result of the proposed actions. There are no particularly sensitive environmental issues involved with the proposed use of the property. The subject request is not anticipated to have significant adverse effects on the environment.

Therefore, it is recommended that the Board of Land and Natural Resources (Board) find that the proposed action will probably have minimal or no significant effect on the environment and is declared exempt from the preparation of an environmental assessment and the requirements of 11-200.1-17, HAR.

#### BACKGROUND:

Prior to 1981, the public library system operated under the DOE. Act 150, Session Laws of Hawai'i 1981 (Act 150) was approved on June 16, 1981. Act 150 reorganized and clarified the governance of the public library system. Act 150 established HSPLS and transferred responsibility of the State's public libraries from the DOE to the Board of Education (BOE). HSPLS is an independent State agency, separate from the DOE, and is under the control of the BOE.

At its meeting on October 25, 1996, under item D-1, the Board approved the set aside of the subject parcel to DOE. Governor's Executive Order No. 3863 (EO 3863) was subsequently issued on April 2, 2001, setting aside the parcel to DOE for Hanalei public library site purposes. The parcel is the site of the Princeville Public Library.

REMARKS:

The Princeville Public Library operates on a standalone parcel and is not located on or shared with a DOE school campus. By letter dated June 10, 2026, DOE concurred with the cancellation of EO 3863 and the reset aside to HSPLS. DOE clarified that its concurrence is not pursuant to Act 150, but is instead based exclusively on the fact that the library operates on a standalone parcel.

EO 3863 currently identifies DOE as the controlling agency. The proposed cancellation and reset aside will clearly establish HSPLS as the agency with management authority, consistent with its current role operating and managing the library. The proposed reset aside will also enable HSPLS, as the controlling agency, to administer agreements affecting the parcel, including the subject MOA with DOT.

HSPLS entered into an MOA with DOT, attached as **Exhibit A**, for the installation, operation, and maintenance of an EV charging station on the subject parcel. The charging station will occupy approximately 7,404 square feet of the existing parking lot. The proposed use is complementary to the library's designated purpose and will provide an additional amenity to library patrons and the general public. The remainder of the parcel will continue to serve its established library purpose.

The proposed installation includes four (4) 150 kW EV chargers, an electrical transformer, electric meter, switchgear, battery storage, two (2) rectifiers and underground electrical conduit for public use in the parking lot. The project includes three (3) EV charging parking stalls and one (1) Americans with Disabilities Act (ADA)-compliant stall for public use. DOT will also repave and restripe any areas affected by installation of the project. The proposed EV charging station is funded by the National Electric Vehicle Infrastructure (NEVI) Program, as part of Federal-Aid Project No. NEV-056-1(068). Project construction will be funded with 80% Federal funds and 20% State funds.

The MOA between HSPLS and DOT is for a five (5) year term. In addition to the set aside, the Board is requested to approve the MOA. Land Division is not recommending an easement because the proposed use is limited to a five (5) year term. The five (5) year term is consistent with NEVI Program requirements that charging stations remain operational for a minimum of five (5) years. HSPLS and DOT have agreed to reassess the site's long-term needs prior to the expiration of the MOA term and will return to the Board with a separate request.

Land Division has also been informed that the Kaua'i Island Utility Cooperative (KIUC) will require a separate utility easement on the subject parcel that is necessary to support the electrical infrastructure serving the proposed NEVI charging station. Although the KIUC request is associated with the DOT project, it is a separate request and will therefore be processed independently of the actions

currently before the Board.

Upon issuance of the new executive order, HSPLS, as the managing agency, will be responsible for coordinating and submitting any subsequent DOT and KIUC easement requests to the Board.

The following government agencies were notified of the proposed actions:

- Kaua'i District Land Office
- Engineering Division
- Department of Education
- Kaua'i County Planning Department
- Kaua'i County Public Works Department

#### REVERTER CLAUSE

HSPLS will assume management responsibilities for the subject parcel upon the Governor's execution of the Executive Order affecting the set aside. Should the land no longer be used for public library purposes, the land will revert back to the Department. This is to ensure that any future use of these public trust lands remains consistent with the set aside.

#### RECOMMENDATION:

That the Board:

1. Declare that, after considering the potential effects of the proposed disposition as provided by Chapter 343, HRS, and Chapter 11-200.1, HAR, this project will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment.
2. Approve of and recommend to the Governor issuance of an executive order cancelling Governor's Executive Order No. 3863 and subject to the following:
  - A. The standard terms and conditions of the most current executive order form, as may be amended from time to time;
  - B. Disapproval by the Legislature by two-thirds vote of either the House of Representatives or the Senate or by a majority vote by both in any regular or special session next following the date of the setting aside;
  - C. Review and approval by the Department of the Attorney General; and

- D. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.
3. Approve of and recommend to the Governor the issuance of an executive order setting aside the subject lands to Hawai'i State Public Library System under the terms and conditions cited above, which are by this reference incorporated herein and subject further to the following:
  - A. The standard terms and conditions of the most current executive order form, as may be amended from time to time;
  - B. Should the land no longer be used for public library purposes, the land will revert back to the Department;
  - C. Disapproval by the Legislature by two-thirds vote of either the House of Representatives or the Senate or by a majority vote by both in any regular or special session next following the date of the setting aside;
  - D. Review and approval by the Department of the Attorney General; and
  - E. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.
4. Approve the Memorandum of Agreement Between the Department of Transportation and the Hawai'i State Public Library System for the installation, operation, and maintenance of the National Electric Vehicle Infrastructure Charging Station.

Respectfully Submitted,

*Ryanna Fernandez*

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Ryanna Fernandez  
Project Development Specialist

APPROVED FOR SUBMITTAL:



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Ryan K. P. Kanaka'ole, Chairperson

MEMORANDUM OF AGREEMENT  
FOR  
INSTALLATION OF NATIONAL ELECTRIC VEHICLE INFRASTRUCTURE  
(NEVI) CHARGING STATION AT PRINCEVILLE LIBRARY

FEDERAL-AID PROJECT NO. NEV-056-1(068)

This MEMORANDUM OF AGREEMENT (hereinafter, "MOA") is made and entered into by and between the State of Hawaii Department of Transportation (hereinafter, "HDOT") and the Hawaii State Public Library System, (hereinafter, "HSPLS" and, together with HDOT, collectively, the "Parties") effective as of the date of the last signatory.

-RECITALS-

WHEREAS, HDOT and HSPLS wish to enter into an intergovernmental cooperative agreement for the installation, operation and maintenance of the National Electric Vehicle Infrastructure (NEVI) Charging Station at the Princeville Library, Federal-Aid Project No. NEV-056-1(068), (hereinafter, "Project"); and

WHEREAS, the Princeville Library located at 4343 Emmalani Dr, Princeville, Hawaii (the "Property") is owned by the Department of Land and Natural Resources and managed by HSPLS for the purposes of the Princeville Library under Executive Order No. 3863; and

WHEREAS, in furtherance of the Project to install, operate, and maintain NEVI Charging Station, HDOT has requested permission to enter and use a portion of the Property for the aforementioned purpose pursuant to and in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, HSPLS is willing to grant such permission to HDOT for the Project and the other terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements of the parties below, the Parties do hereby agree as follows:

1. HDOT shall install four (4) 150-kW electric chargers for public use in the existing Princeville Library parking lot (hereinafter, "Project Site"). HDOT shall repave and restripe any area affected by the installation of the chargers.

2. HDOT shall complete the design and construction of the Project, and such design shall be substantively in the form attached hereto as Exhibit "A".

3. Estimated design completion is July 2025 and estimated construction completion is December 2025. A project schedule will be provided to HSPLS and any subsequent revisions will be forwarded to HSPLS, with any and all Project schedule milestones subject to HSPLS approval, which shall not be unreasonably withheld.

4. HSPLS may enter the Project Site to conduct site visits and inspections. Any site visit or inspection shall be coordinated with HDOT and HSPLS shall provide two (2) working days advance notice.

5. HSPLS shall not communicate directly with any contractor procured by HDOT regarding the construction phase of the Project, except as appropriate to resolve any emergency issues with the Project (e.g., health and safety problems requiring immediate response).

6. Grant of Use and Occupancy Rights. HSPLS hereby grants HDOT and HDOT's employees, agents, consultants, and contractors (collectively, "HDOT's Representatives") the right to construct and maintain the Project on, within, under, over and across the Project Site. HSPLS hereby grants HDOT and HDOT's Representatives the joint right to use and occupy, on a gratis and non-exclusive basis, including surface, subsurface, and air space property, such portion of the Property as shall be necessary to allow the construction, operation, and maintenance of the Project and the Project Site, solely for the defined purpose, subject to the terms and conditions set forth in this Agreement. HDOT shall be responsible for obtaining approval from the Board of Land and Natural Resources for any non-exclusive easements that may be required for the construction, operation, and maintenance of the project.

7. HDOT's Operation and Maintenance Duties. HDOT shall assume all operations and maintenance responsibilities for the completed Project. HDOT's responsibilities shall include, but are not limited to, the following:

- 24 hours a day, 7 days a week public access to the Project Site as shown in Exhibit A, but solely to the extent necessary for HDOT to perform its obligations under this Agreement;
- HDOT shall install separate electric metering for the NEVI chargers with all costs borne by HDOT;
- HDOT will receive all revenue generated by the NEVI chargers;
- HDOT shall inspect the Project on at least a monthly basis to ensure that the installed NEVI chargers, the charger use area, and other Project components are kept safe, clean and in good operating condition
- If repair and/or maintenance work is required at the Project site, HDOT shall provide HSPLS with written notice within five (5) working days and obtain HSPLS approval, which shall not be unreasonably

withheld. Notwithstanding the foregoing, for any and all emergency repair and/or maintenance work identified by HSPLS, HDOT shall complete all such work within two (2) calendar days of HSPLS providing notice thereof, or sooner if reasonably warranted under the circumstances.

8. Safety Plan; Hazardous Materials. HDOT and HSPLS will coordinate and develop a safety plan to address restricting public access to construction areas, including placement of safety barriers, signage, traffic control measures or other measures needed to allow use of the completed Project. HDOT shall be responsible for the safe handling and disposal of any and all hazardous materials and hazardous waste in connection with the Project, including, but not limited to, cleanup of any and all releases of such hazardous materials and hazard waste on or in the vicinity of the Project site, all in compliance with applicable laws and regulations and any requirements of government agencies with authority and jurisdiction over such handling, disposal, and releases.

9. HDOT shall restore the work area to its former state just prior to the start of construction of the Project, once construction is complete.

10. Insurance. HDOT shall cause its consultant/contractor and all other subcontractors performing work on the Project to obtain, in advance of such work, from an insurance company or companies licensed or lawfully authorized to do business in the State of Hawaii with an AM Best rating of not less than "A-VIII" or other comparable and equivalent industry rating, a policy or policies as follows:

- a. General liability insurance in an amount of at least \$1,000,000 for each occurrence and \$2,000,000 aggregate; and
- b. Automobile liability insurance in an amount of at least \$1,000,000 aggregate.

The policy or policies of insurance shall name the State of Hawaii as an additional insured and a copy shall be filed with HSPLS. The insurance shall cover the entire Project, including all buildings, improvements, and grounds and all roadways or sidewalks on or adjacent to the Project in the use or control of HDOT, its consultant/contractor and all other subcontractors performing work on the Project for the Term of this Agreement or until such time as action against HDOT or HSPLS for death, injuries, losses and damages is barred by the provisions of Chapter 657, HRS. HDOT shall furnish HSPLS with a certificate(s) showing the policy(s) to be initially in force, keep certificate(s) on deposit during the entire period and furnish a like certificate(s) upon each renewal of the policy(s). This insurance shall not be cancelled, limited in scope of coverage, or nonrenewed until after thirty (30) days written notice has been given to HSPLS.

HSPLS shall retain the right at any time to review the coverage, form, and amount of the insurance required. If, in the opinion of HSPLS, the insurance

provisions in this Agreement do not provide adequate protection for the State of Hawaii, HSPLS may require HDOT's consultant/contractor and all other subcontractors performing work on the Project to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. HSPLS' requirements shall be reasonable but be designed to assure protection for and against the kind and extent of the risks which exist at the time a change in insurance is required. HSPLS shall notify HDOT in writing of changes in the insurance requirements and HDOT shall deposit copies of acceptable insurance policy(s) or certificate(s) thereof, with HSPLS incorporating the changes within receipt of the notice.

11. HSPLS Right of Termination or Suspension. HSPLS reserves the right to terminate or suspend this Agreement after providing written notice to HDOT, in whole or in part, in the event that (A) there is a material defect in the design, construction, or equipment constituting the Project; (B) any portion of the Project, inclusive of the NEVI charging stations, is not being reasonably maintained by HDOT and/or HDOT's Representatives; or (C) any portion of the Project poses a hazardous or unsafe condition.

12. Should the Project be terminated pursuant to Section 11 above or for any other reason, or upon termination or expiration of this Agreement, HDOT shall restore the area on which the Project was constructed and operated to its condition just prior to the start of construction of the Project, at no cost to HSPLS.

13. Term. The period of time covered by this Agreement shall commence upon execution and shall continue for sixty (60) months. After which time, this Agreement will be subject to renewal or replaced with a new agreement.

14. The Parties acknowledge and agree that, although certain aspects of the Project will be owned (i.e., NEVI charger equipment), operated and maintained by HDOT's Representatives, HDOT accepts and assumes all responsibilities and obligations for the Project. HSPLS shall not bear any liability or obligations to, or be responsible for any losses or damages to HDOT's Representatives, unless such losses or damages arise out of the actions or omissions of HSPLS, and/or its officers, employees, agents, consultants, contractors, invitees, or any persons admitted to the Subject Property by HSPLS. HDOT and HDOT Representatives shall be responsible for any and all loss or damage to HDOT or HDOT Representatives' equipment, tools, and other personal, whether owned, leased, rented, borrowed, or used on the Project Site. HDOT and HDOT Representatives agree to waive and does hereby waive its right of recovery against HSPLS and the State for loss or damage to its tools and equipment in the area of the Project Site.

15. No Concession. The Parties acknowledge and agree that HSPLS allowing HDOT's use of the Property for the Project constitutes a public service with associates fees, and shall not be construed in any way as a HSPLS concession of public property subject to Chapter 102, Hawaii Revised Statutes, as amended, or

Chapter 38, Revised Ordinances of Honolulu 2021, as amended.

16. "AS-IS, WHERE IS". HDOT shall accept the portion of the Property constituting the Project Site in its "AS-IS, WHERE-IS AND WITH ALL FAULTS" condition, without any express or implied warranties or representations of any kind whatsoever, whether oral or written, express or implied, from HSPLS or any officers, agents, assigns, employees, consultants, and/or contractors, or persons acting for or on its behalf, contained or addressed in any materials (including, but not limited to, the completeness thereof), including, but not limited to: the condition of the soil, subsoil, surface, or other physical condition of the Property; the existence or nonexistence of hazardous or toxic materials, wastes, substances, or archaeological matters, including without limitation, access rights, gathering rights, trails, fishing rights, burial sites, and sites of religious significance; the fitness or suitability of the Property for any particular use or purpose; applicable restrictive covenants, governmental laws, rules, regulations, and limitations; the zoning, subdivision, use, density, location, or development of the Subject Property; the necessity or availability of any rezoning, zoning variances, conditional use permits, special management area permits, building permits, environmental impact statements, and other governmental permits, approvals, or acts; the physical condition of the Property, including, without limitation, any structural elements, appurtenances, access, landscaping, and any electrical, mechanical, plumbing, sewage systems, utility systems, facilities, and appliances; the Property's compliance with any building code, Occupational Safety and Health Administration laws and regulations, the Americans with Disabilities Act of 1990, as amended, and other laws, statutes, ordinances, regulations, or rules; the size, dimension, or topography of the Property, including, without limitation, any flood hazard area, tsunami inundation area, surface condition, soil condition, geologic condition, hydrologic condition, or groundwater condition, or other physical conditions and characteristics of or affecting the Property or adjoining land, such as aircraft overflight, traffic, drainage, flooding, erosion, air, water, or minerals; the availability or adequacy of water, sewage, gas, electrical, or other utilities serving the Property; and the Property's investment value or resale value.

HDOT further acknowledges and agrees that it will be given the opportunity to inspect the Property, and HDOT is relying solely on its own investigation of the Property and not on any information provided or to be provided by the HSPLS.

HDOT further acknowledges and agrees that any information with respect to the Property was obtained by HDOT from a variety of sources and that HSPLS has not made, and has no duty to make, any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information.

HDOT acknowledges and agrees that HSPLS is not responsible for the engineering or construction of any of the existing improvements on the Property.

17. Notices. Any notice required or permitted by the provisions of this Agreement to be given by a Party to any other Party, shall be in writing and either shall be delivered personally or mailed postage prepaid by certified mail, return receipt requested, to the other Party at the address and to each party's Designated Contact as follows:

HSPLS' Designated Contact:

Mallory Fujitani  
Hawaii State Public Library System  
44 Merchant Street  
Honolulu, HI 96813

HDOT's Designated Contact:

Edwin Sniffen  
Director of Transportation  
Hawaii Department of Transportation  
869 Punchbowl Street  
Honolulu, Hawaii 96813

18. This Agreement may be amended by mutual agreement between the Parties in writing at any time.

19. This Agreement is the entire agreement between the Parties regarding the subject matter and supersedes all prior or other discussions or agreements regarding the subject matter of this MOA.


20. This Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same instrument, binding on all of the Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterparts.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, HDOT and HSPLS have executed this Agreement by their signatures on the dates below.

**STATE DEPARTMENT OF TRANSPORTATION:**

Date 09/08/2025

BY 

EDWIN H. SNIFFEN  
Its Director

APPROVED AS TO FORM:

*Denise Wong*

Date 09/05/2025

Deputy Attorney General

**HAWAII STATE PUBLIC LIBRARY SYSTEM:**

Date 9/8/2025

BY 

STACEY A. ALDRICH  
Its State Librarian

APPROVED AS TO FORM AND LEGALITY:

*Amber Boll*

Date 8/29/25

Deputy Attorney General

# Kauai Princeville NEVI

