

## Derrickson, Scott A

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**From:** Archie Kalepa <archie@olukai.com>  
**Sent:** Tuesday, December 03, 2019 1:25 PM  
**To:** DBEDT LUC  
**Subject:** My testimony

Aloha my name is Archie Kalepa I didn't support this project when it was first proposed to the LUC in September and I am happy to see that changes have been made. This is a great example of how things could be done with process and community input. West Maui or Maui needs to build good communities for all. This project "revised" shows real commitment to our people of Maui and it's community by contributing \$1.6 million dollars for down payment assistance to help our West Maui residents to buy an affordable home.

We desperately need affordable housing and it must be done right, the developer took our concerns into consideration and adjusted the project to better fit the needs of our community. Please approve this project, it may be an example for future developers to see the benefit of creating projects that truly contribute to our community.

The few opponents of the project have moved here, bought a home, and are now trying to deny that same opportunity for our residents. This is wrong, please deny their request for intervention.

Mahalo for your consideration!

Sent from my iPhone

**Derrickson, Scott A**

**From:** Kai Nishiki <kai.nishiki@gmail.com>  
**Sent:** Tuesday, December 03, 2019 3:05 PM  
**To:** DBEDT LUC  
**Subject:** Support for Pulelehua #A04-751  
**Attachments:** Final agreement signed Pulelehua.pdf

Aloha e Chair Scheuer and members,

I sincerely ask the LUC to approve this project. Please find the attached signed settlement agreement for your reference.

Property is approximately 304 acres of land located below the Kapalua airport.

Project Versions	Affordable Rental Units	Affordable Units for Sale	Total Affordable Units	Market Rental Units	Market Units for Sale	Total Market Units	Grand Total
Original 2006 Maui Land & Pine project proposal	X	325 + 125 to satisfy the Kapalua Mauka Project Requirement	450	X	432	432	882
Paul Cheng Sept. 2019 Proposal	280	X	280	520	100+ 100 ohanas	720	1000
<b>Paul Cheng CURRENT proposal</b>	300 + 100 deed restricted affordable rental ohana units from the for-sale market units	100	500	400	100	500	1000

Current proposal also includes:

1. \$1.6 million dollars for a community benefit trust to assist with down payment funds for West Maui residents purchasing affordable homes, or homes on Hawaiian Homelands.
2. 3 of the 100 market priced home- lots will be sold to a non-profit at cost, for a pilot project to develop 3 affordable single family homes with 3 deed-restricted affordable rental ohanas

A little background on how we got where we are today:

Shortly after the September 2019 Land Use Commission hearing (where the West Maui community came out in strong opposition for the project), West Maui community advocate and Community Plan Advisory Committee Chair, Kai Nishiki, approached Paul Cheng on behalf of the West Maui community and requested that they work together to address community concerns. Paul Cheng was very responsive and relayed to Kai Nishiki that he truly wants to contribute to our community in a positive way.

Many affordable housing advocates, environmental organizations, community leaders and concerned individuals contributed to an amazing opportunity to change the way affordable projects will be developed into the future, and Paul entered into a legally binding agreement with Kai to gain additional public benefits and more affordable housing for the West Maui community.

There are a number of conditions within the agreement that have never been utilized before in Maui County that will help keep homes and rentals affordable in perpetuity!

Project Details:

**300 Affordable Rental Units includes electricity/water (single story multi family)**

Units	Income Category
100	less than 80% AMI
100	less than 100% AMI
100	less than 120% AMI

**100 Affordable For Sale Housing Units(single story multi family)**

Units	Income Category
20	less than 60% AMI
20	less than 80% AMI
40	less than 100% AMI
20	less than 120 % AMI

Additional Project Highlights:

- 100 Affordable accessory dwelling units (ohana units) will be allowed to be constructed on the 100 market rate lots and shall be deed restricted to be rented at 100% AMI (includes electric/water)
- Affordable rentals shall remain affordable for 30 years at which point the County of Maui will have right of first refusal to purchase or invest in improvements to keep in long-term affordability.
- Affordable for purchase housing units shall remain in long-term affordability with a "Managed Appreciation Resale Model" which will help retain these homes long term in our much needed affordable housing inventory.
- Affordable renters will not pay electric/water.
- Short term rentals and B&Bs are prohibited within Pulelehua.

- 7+ miles of public multi-use pathways and lots of open space
- 10 acre regional multi-sport park
- 13 acre school site with needed infrastructure
- Rooftop solar for all units and plans for energy production
- Covered bus stops within development
- Water source will be well water through Hawai'i Water Co.
- Wastewater- Pulelehua shall construct dual transmission lines to the Lahaina waste water treatment facility to allow 100% of the volume of waste water generated to return to Pulelehua to reuse R1 water on site for irrigation and fire flow. This will also expand reuse capabilities in the area for R1 reuse.
- Bids will be solicited from qualified Maui based contractors for various construction services.
- A very sizable financial contribution to assist in the relocation of the Honoapiilani Hwy.
- A very sizable financial contribution to assist in shoreline access acquisition in West Maui.
- Project will be built with low impact design standards in conjunction with West Maui Ridge to Reef Initiative represented by Tova Callender.

### **Development Schedule**

#### **Phase 1**

40 affordable for sale units

80 Affordable rental units

Upgrade intersection

#### **Phase 2**

40 affordable for sale units

130 affordable rental units

10 affordable live/work units

#### **Phase 3**

20 affordable for sale units

80 affordable rental units

Stand Up Maui(formerly Face Maui- an affordable housing advocacy group) and many others have contributed to this settlement agreement and have submitted letters of support.

**Current Challenge:**

Ten owners of large homes on ag lots from the neighboring property object to having residents live near them and are making unreasonable demands in an attempt to delay the building of these affordable homes for our residents.

It is really sad to see people move here, buy a home and then block our residents from having the same opportunity.

On Maui, it is so rare to have a developer, such as Paul Cheng, who is responsive to community needs and is providing significant public benefits.

These ten people are making outrageous demands that jeopardize much needed affordable housing opportunities for our residents.

Please deny intervenor status.

A few additional points:

- Thousands of condos and apartments have been lost to vacation rentals in the Honokowai/Kahana area. This project will provide many locals who lost their housing the potential to move back home to this area.
- Provides West Maui with much needed long-term affordable rentals and affordable housing units for sale.
- There will always be a need for homes and this project is already entitled and ready to go.
- This project is close to the largest employers in West Maui which are the resorts in Ka'anapali, Honokowai, Kahana and Kapalua.
- Promotes beneficial use of multi-modal transportation by being close to jobs providing the ideal area to live, work and play. Many will have the option to bike, walk, carpool and this project encourages the use of public transportation.
- Will alleviate traffic and daily commutes to the other side.

This project is supported by the vast majority of our community, and the small number of people that already have homes speaking out in opposition, do not represent the wishes of the rest of us who just need a place to live.

Mahalo nui loa,

Kai Nishiki

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made as of and effective the 18 day of Nov, 2019, by Maui Oceanview LP ("MOLP") on the one hand, and the West Maui Preservation Association, Inc. ("WMPA"), on the other hand. The signatories of this Agreement are hereinafter referred to individually as a "Party" or jointly as the "Parties."

This Agreement is made as a compromise and settlement between the Parties and is intended to effect a complete and final resolution of all claims, differences, and/or concerns described below.

### Recitals

**WHEREAS**, MOLP acquired approximately three hundred four (304) acres of land located on the west side of Maui in the Lahaina region between Kapalua and Ka'anapali in or around the Spring of 2016 (the "Property");

**WHEREAS**, MOLP is currently seeking approval from several regulatory bodies, including the Land Use Commission of Hawaii, to develop the Property in an effort to facilitate the construction of commercial and retail spaces; single and multi-family affordable and market rate housing units; an approximately ten (10) acre regional sport park; a community-wide potable water system that provides water through wholly-owned groundwater wells, connecting to third-party groundwater/well-water sources, and/or connecting to Maui County, Hawaii's potable water system; a wastewater treatment system and/or a system that connects to the Lahaina wastewater treatment plant; and an elementary school (the "Project").

**WHEREAS**, MOLP intends to develop the Property in multiple Phases;

**WHEREAS**, the WMPA has expressed concerns regarding certain aspects of the Project (the "Concerns");

**WHEREAS**, MOLP and the WMPA conferred in good faith and jointly developed a resolution that resolves the WMPA's concerns regarding the Project;

**NOW THEREFORE**, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### Design Elements of Project

1. MOLP shall modify the Project's design to add pet friendly features within the Project. MOLP shall construct a fully-fenced dog park on the Property at or before the time fifty percent (50%) of residential units have been built.

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2. MOLP shall ensure, as is commercially reasonable, that the residential neighborhoods within the Project are built in a manner that is aesthetically pleasing. MOLP shall design features of rental apartment buildings that are consistent with Hawaiian architectural aesthetics.

3. MOLP shall preserve certain gulches located within the Property, including Mahinahina Gulch, Pulepule Gulch, Kahanaiki Gulch, and Pohaku-Kaanapali Gulch. MOLP shall create multiple open-space pocket parks through the various phases of the Property's development, including a ten (10) acre regional multi-sport park in the southern portion of the Project.

4. MOLP shall construct roof-top solar power or equivalent on-site solar energy electrical generation for each single-story rental and for sale residential buildings. MOLP shall make its best efforts to implement rooftop solar or equivalent for any "Live Work" buildings constructed, which will be two stories in height.

#### **Transportation Matters**

5. MOLP shall construct miles of sidewalks and special lanes set aside for walking, hiking, and bicycle riding.

6. MOLP shall submit an application to the appropriate County of Maui department to obtain approval for the placement of two (2) bus stops within the Property at certain populated areas. MOLP shall install covered bus stops for bus stops established in the manner required by the County of Maui.

7. MOLP shall make a one-time payment to a community advocacy group, as designated by WMPA, to advocate for and/or facilitate the relocation of the Honoapiilani Highway between the Pali and Olowalu town away from the shoreline in the amount of \$100,000 when the report payments are due.

7.a. WMPA is a 501(c)(3) tax exempt public charity non profit corporation and is organized for the purpose of preserving, protecting, and restoring the natural and cultural environment of West Maui. Developer will donate \$100,000 to WMPA as follows. Within 30 days after Developer obtain approval from the LUC, Developer will pay \$30,000. Within 30 days of obtaining its first building or grading permits, Developer will pay \$35,000. Within one year of obtaining its first building or grading permits, Developer will pay the remaining \$35,000.

#### **No HOA Fees for Affordable Rental Units**

8. MOLP shall prohibit the assessment of homeowner's association fees on units designated as affordable multifamily residential rental units and accessory dwelling units on the Property.

9. MOLP shall prohibit the use of any part of the Property for transient vacation rental use including bed and breakfast home use or other short-term rental use. These prohibitions shall be specifically recorded on the title and shall be enforceable by any owner, party to this agreement, or their successors and assigns.

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### Soliciting of Maui Based Contractors

10. MOLP shall solicit bids from qualified Maui-based contractors for various construction services required to develop the Project. MOLP shall not be required to accept bids solicited and shall retain complete authority to contract with or hire whichever contractors it, in its sole discretion, chooses.

### Wastewater Matters

11. MOLP shall either: (1) construct an on-site private wastewater treatment system that possesses adequate capacity to serve residential and commercial demands contemplated by the project (the "Wastewater System"), or (2) connect to the County of Maui's Lahaina Wastewater Reclamation Facility and return treated R1 water back to the Property for fire-flow and landscape irrigation needs.

If an on-site system is constructed, the Wastewater System: (1) shall utilize organic membrane filtration technology, (2) shall not discharge treated effluents into injection wells, and (3) MOLP shall reuse the treated R1 water within the Property for fire-flow and/or landscape irrigation needs to the extent such re-use is approved by relevant State and County authorities. The Wastewater System, if constructed, shall use comparable filtering technology to other membrane technology-based systems including, but not limited to, the Organica system proposed by the Waikapu Country Town project in the County of Maui.

### Public Elementary School

12. MOLP shall commit to meeting with Dowling Company to discuss financing ideas to provide financing for and construction of a public elementary school on the Property.

### Affordable Housing

13. MOLP shall construct three hundred (300) affordable residential units for long term rental use (the "Affordable Rental Units"). Long term rental as used herein is defined as any rental agreement that has a minimum term of six months. The Affordable Rental Units shall be developed as follows:

- a. One hundred (100) Affordable Rental Units shall be rented to individuals or families with annual income at or less than 80% but higher than 60% of the Average Median Income level as determined by the U.S. Department of Housing and Urban Development in its annually published affordable housing guidelines ("AMI");
- b. One hundred (100) Affordable Rental Units shall be rented to individual or families with annual income at or less than 100% but higher than 80% of the AMI;
- c. One hundred (100) Affordable Rental Units shall be rented to individuals or families with annual income at or less than 120% of the AMI.

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14. MOLP shall construct one hundred (100) apartment units for sale (the "Affordable Sale Units"). The Affordable Sale Units shall be sold as follows:

- a. Twenty (20) Affordable Sale Units shall be offered for sale to individuals or families with annual income at 60% of AMI as published by the Maui Affordable Housing Sales Guidelines at the time of sale;
- b. Twenty (20) Affordable Sale Units shall be offered for sale to individuals or families with annual income at or less than 80% but higher than 60% of AMI as published by the Maui Affordable Housing Sales Guidelines at the time of sale;
- c. Forty (40) Affordable Sale Units shall be offered for sale to individuals or families with annual income at or less than 100% but higher than 80% of AMI as published by the Maui Affordable Housing Sales Guidelines at the time of sale;
- d. Twenty (20) Affordable Sale Units shall be offered for sale to individuals or families with annual income at or less than 120% but higher than 100% of AMI as published by the Maui Affordable Housing Sales Guidelines at the time of sale; and
- e. Prices sold to buyers are to be determined by Maui County Affordable Housing Sales Guidelines rules and regulations and as dictated in the Workforce Housing Agreement between Pulelehua and County of Maui.
- f. All individuals or families will be required to independently qualify to purchase the above-described Affordable Sale Units.
- g. Affordable Sale Units that are not the subject of a sale contract within ninety (90) days of their being offered to eligible purchasers shall be shifted to the next higher income category (i.e. from 60% of AMI to 80% of AMI). If an Affordable Sale Units moves through all income categories described herein without selling, it shall be added to the Affordable Rental Unit pool for the income category it was originally offered for sale.

15. MOLP shall have available upon development: (1) forty (40) Affordable Sale Units and eighty (80) Affordable Rental Units by the completion of Phase I of the Project; (2) forty (40) Affordable Sale Units, one hundred thirty (130), Affordable Rental Units, and ten (10) affordable Live Work rental units by the completion of Phase II of the Project; and (3) twenty (20) Affordable Sale Units and eighty (80) Affordable rental units by the completion of Phase III of the Project. This provision is contingent upon approval by the County of Maui and MOLP shall be permitted to adjust the ratio of Affordable Sale Units and Affordable Rental Units between Phase II and Phase III of the Project in consultation with WMPA and as approved by the County of Maui.

16. MOLP warrants the planned one hundred (100) single family lots shall include the right to construct an Accessory Dwelling Unit. MOLP shall put in deed restrictions affecting these one hundred single family lots such that any rental of accessory dwelling units from homeowners of these lots to third party tenants, except where the tenant is a relative of the homeowner, are charged monthly rents that do not exceed the allowable rents at the time such rents are due for Affordable Rental Units at the 100% of AMI level for Maui County .

17. Tenants of Affordable Rental Units shall not have to pay for water or electricity provided to their respective Affordable Rental Units. Individual submeters shall be installed for each

Affordable Rental Unit and in any instance where the consumption of water or electricity exceeds the average consumption amounts for similar size units within Pulelehua by more than 15% for more than 2 consecutive months or 3 months a year, such renters shall pay for such excess consumption. This right of MOLP shall be included in the Lease Agreement for the Affordable Renters within Pulelehua.

18. MOLP shall be subject to a thirty (30) year affordability agreement with the County of Maui (the "Affordability Agreement"). The Affordability Agreement shall set forth pre-defined discounts applicable to Affordable Rental Units. Upon the expiration of an Affordability Agreement, the County of Maui shall hold a Right of First Refusal permitting it to: (1) purchase the Project at prevailing market value or (2) comply with one of the provisions set forth in Section 18A below. This provision shall in substance be incorporated into the terms of the Workforce Housing Agreement to be executed between MOLP and the County of Maui. After thirty (30) days the owner may request funding from the County for maintenance of the unit.

18A. Upon expiration of the Affordability Agreement, the owner must do one of the following:

- a. Follow the process outlined in the Workforce Housing Agreement between MOLP and the County of Maui. To the extent such an Agreement is not in contravention or has provisions for the following, MOLP further agrees that it will:
- b. Inform the County that the owner intends to continue renting the Affordable Rental Unit but will no longer do so at an affordable rate. After informing the County, the owner must offer the County the opportunity to appraise the unit, after which the County will have the option to purchase the unit at appraised value. In this scenario, MOLP shall do this for all Affordable Rental Units and not selective individual Affordable Rental units.
- c. Enter into an agreement with the County stating that the owner intends to continue renting the Affordable Rental Units at an affordable rate.
- d. Enter into an agreement with the County, should the County elect to do the same, to allow the County to invest in new funding to renovate and remodel the Affordable Rental Units at Pulelehua for the purpose of bringing the units up to current housing standards to allow such Affordable Rental Units to remain in the affordable rental pool. If the current or future owner no longer desires to maintain this agreement with the County, they may terminate it by selling their interest in the unit to the County at the then appraised market value.

19. The Affordable Sale Units shall be put in a managed appreciation resale model as approved or adopted by the County of Maui or WMHRT (a "Resale Model"). Buyer(s) of units that receive a loan grant from the to-be-formed WMRHT shall put the housing unit in a managed appreciation resale model as approved or adopted by the County of Maui or WMHRT, unless unit is on the Department of Hawaiian Home Lands. All such restrictions and conditions adopted by the County of Maui or WMHRT shall be recorded against title as a covenant that runs with the land.

20. To the extent allowed under applicable Housing law, Affordable Sale Units and Affordable Rental Units shall first be offered to residents of Maui who otherwise qualify for this affordable housing (as set forth in Section 12, 13, and 15 of this Agreement), with at least one person in residence that is employed within the County of Maui for an average of thirty (30) hours per week.

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must be otherwise qualified homebuyers, and Grants awarded will be paid directly to the escrow company overseeing the Identified Recipient's purchase of an affordable house.

d. Recipients shall agree to repay WMRHT their previously awarded Grants if they subsequently resell their affordable house and must participate willingly in a Managed Appreciation Resale Model adopted either by the County in its Workforce Housing Agreement with MOLP or WMRHT. The terms and conditions of this agreement shall be recorded as a restrictions or encumbrances on the title.

e. WMRHT shall also receive a portion of any profit, in an amount to be determined by WMRHT, that a Recipient receives if they subsequently resell their affordable house under the terms of the MARM the homeowner agreed to. WMRHT shall be authorized to receive these funds and use the same to award additional Loan Grants and or Trust operations.

f. The WMRHT may not spend more than 2% annually of the beginning balance of its available funds on administrative overhead and related costs, unless required to do so by applicable laws related to tax exempt non-profit organizations.

g. Identified Recipients shall reimburse WMRHT for any legal and/or administrative fees it incurs in connection with a Grant upon the closing on Recipient's affordable house purchase. However, WMRHT's reimbursable expenses shall not exceed 1% of the total purchase price of the Recipient's affordable house.

h. WMRHT shall remain active to disburse and/or receive funds as they become available.

i. WMRHT's funds shall be deposited in interest-bearing accounts with FDIC insured banks or NCUA insured credit unions domiciled and operating within the state of Hawai'i. No more than 1% of the WMRHT's cash on deposit shall be outside the insured limits of the FDIC and/or NCUA program.

### **General Provisions**

25. So long as the design or plan of the Project are not significantly altered and MOLP complies with all representation and promises made within this Agreement, WMPA shall not oppose MOLP's efforts to obtain all required regulatory approvals for the Project. West Maui Preservation Association shall publicly manifest approval of settlement agreement terms by providing testimony at public hearings or open meetings of regulators or authoring mutually acceptable letters of support for the Project, if required to effectuate settlement terms.

26. This Agreement is the result of compromise and shall never be construed as an admission by any Party of any liability, wrongdoing, or responsibility on their part or on the part of their predecessors, successors, parents, subsidiaries, affiliates, members, agents, managers, attorneys, officers, directors, or employees.

27. The Parties agree that they will work cooperatively to resolve any issues and/or concerns regarding the Parties' respective obligations under this Agreement. Should a Party contend that another Party violated its respective obligations under this Agreement (a "Default"), the defaulting-party shall: (1) be given written notice of the alleged Default ("Notice") and (2) have a period of thirty (30) days from the date it receives Notice to cure and/or remedy the alleged Default. Each

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Party acknowledges and agrees that the sole and exclusive remedy for any alleged Default shall be: (1) specific performance of the terms and conditions of this Agreement and/or (2) an injunction prohibiting any actions from being taking in contravention of this Agreement. In any dispute resolution proceeding between the Parties in connection with this Agreement, the prevailing Party will be entitled to recover its reasonable attorney's fees and costs in such proceeding from the other Party.

28. The Parties hereby consent to the exclusive jurisdiction of the Circuit Court of the Second Circuit, state of Hawai'i to resolving any and all disputes that may arise regarding the enforcement or clarification of obligations under this Agreement that cannot otherwise be resolved, as contemplated herein. This Agreement and the rights and obligations of the Parties hereto will be governed by and interpreted in accordance with the laws of the State of Hawaii.

29. In the event that MOLP shall be delayed, hindered, or prevented from the performance of any duties, obligations, or conditions provided for and required under this Agreement by reason of fires, volcanic eruptions, tsunamis, abnormal rains, flood(s), embargo(es), war(s), acts of God, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, or other reasons of a like nature not the fault of MOLP, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

30. This Agreement sets forth and constitutes the entire agreement between the Parties with respect to its subject matter and supersedes any and all prior agreements, understandings, promises, warranties, and representations made by each Party to the other concerning their subject matter. This Agreement may be modified only by a written document signed by all Parties. No waiver of this Agreement or of any of its promises, obligations, terms, or conditions shall be valid unless it is written and signed by the Party against whom the waiver is to be enforced. The Parties expressly disclaim reliance on any representation not contained in writing in this agreement.

31. This Agreement is binding on the Parties and their predecessors, successors, parents, subsidiaries, affiliates, assignees, agents, directors, officers, employees, and shareholders. Each of the signatories of this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of his or her respective Party and, by his or her signature, to bind that Party to this Agreement.

32. The invalidity of any portion of this Agreement shall not invalidate the remainder. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the Parties shall amend this Agreement and/or take other action necessary to achieve the intent of this Agreement in a manner consistent with the laws of the State of Hawaii.

33. The Parties cooperated in the drafting of this Agreement, and if it is finally determined that any provision in this Agreement is ambiguous, that provision shall not be presumptively construed against any Party.

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34. Each Party acknowledges that it has read all the terms of this Agreement, had an opportunity to consult with counsel of its own choosing, or voluntarily waived such opportunity, and enters these terms voluntarily and without duress.

35. Each Party will execute any additional documents reasonably necessary to effectuate the provisions of this Agreement.

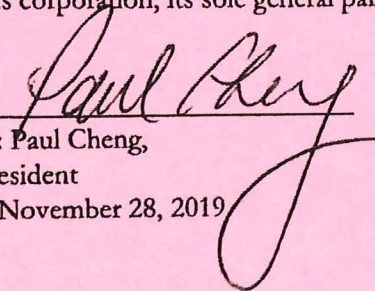
Agreed:

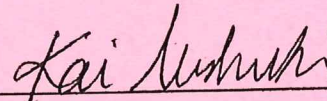
MAUI OCEANVIEW LP

West Maui Preservation Association,

By: Maui Oceanview GP, Inc.,  
a Texas corporation, its sole general partner

By: Kai Nishiki, President

By:   
Name: Paul Cheng,  
Its: President  
Date: November 28, 2019

By:   
Name: Kai Nishiki,  
Its: President  
Date: November 29, 2019

KU.

**Derrickson, Scott A**

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**From:** Lahela Aiwohi <lahelaaiwohi@gmail.com>  
**Sent:** Tuesday, December 03, 2019 3:16 PM  
**To:** DBEDT LUC  
**Subject:** Maui Oceanview LP and Pulelehua, Docket No. A04-751 (Maui Land and Pineapple Co. Inc)-  
Maui Oceanview LP Motion to Amend Decision and Order  
**Attachments:** Letter to LUC.docx

Aloha e LUC commissioners,

Attached is my letter/report of community engagement done for Maui Oceanview LP over the last approximately eight (8) weeks.

Māhalo,

Lahela Aiwohi  
Aiwohi Contracting LLC  
808.463.4200

11/26/19

**SUBJECT: Maui Oceanview LP and Pulelehua, Docket No. A04-751 (Maui Land & Pineapple Company, Inc.) – Maui Oceanview LP Motion to Amend Decision and Order**

Aloha e LUC commissioners,

I've been brought onto Maui Oceanview LP's team to organize the community engagement for its Pulelehua project to implement what the Land Use Commission called for at its September 26, 2019 meeting. As of September 27, 2019, I've met with 12 stakeholders/community leaders of Lahaina, Napili, Kahana, Mahinahina and Honokohau. These 12 meetings were individual, one on one meetings to assure I was able to capture the issues and concerns of these individuals. In addition, I've either met with and had in-depth discussion or spoke to five (5) of our Maui County Councilmembers to update them on the Pulelehua project and to hear any of their concerns or issues. From these meetings, I was able to highlight the top three (3) issues/concerns for Maui Oceanview LP and its principal, Paul Cheng, to attempt to address those issues/concerns of the community and its representatives. Those 3 priorities were: 1) increasing the number of affordable rentals to at least 50% of the units proposed, 2) providing some sales of affordable homes and apartments, and 3) working with "generational" families in assisting them in qualifying for a home or apartment. Mr. Cheng took these 3 issues, worked on addressing these changes and has now committed to increasing the number of workforce rentals in the Project, added the sale of workforce apartments, and contributing to building a trust fund to assist those who need financial help to qualify for an affordable rental or sale, committing to donating to West Maui Community Association in helping to protect the coastlines and working with Pu'u Kukui and Friends of Pu'u Kukui in its watershed protection. As part of my process, I've met with all stakeholders/community leaders at least 3 times each, and for those individuals that have been really active through this process, I've met with them on a weekly basis, sometimes 2-3 times a week, to maintain conversation, engagement and brainstorming to assure Maui Oceanview LP is addressing the communities needs.

In addition, I've organized and we've held 2 community meetings to provide all community members the opportunity to hear the presentation on Pulelehua as well as to voice any concerns they may have. The meetings were announced in the Maui News and held on Wednesday, November 6, 2019 from 6:30-8:30pm and Saturday, November 9, 2019 from 9:00-11:00am. Both meetings were held at Princess Nahienaena Elementary School. We had approximately 65 attendees at the November 6<sup>th</sup> meeting and approximately 60 attendees at the November 9<sup>th</sup> meeting. At these community meetings, Preston Cheng from Maui Oceanview LP's team presented the plans for Pulelehua, spending about 20 minutes reviewing major components of the proposed project. Paul Cheng reviewed the issues which were raised in the individual meetings were held and how he committed to addressing those issues. We had four (4) different stations set up with a staff member at each station to discuss and answer any questions any of the community members may have. The 4 stations were: 1) project plans broken down to the specifics, 2) history of the area and surrounding areas of Pulelehua, 3) memory sharing of the area, 4) what community members would like to see in the future.

Based on the comments and conversations I've had with attendees, 99% were supportive of the current plan. The 1% that continue to have issues are those that live in the Kahana Ridge neighborhood adjacent to Pulelehua. There were about 5 Kahana Ridge members that attended & voiced their concerns regarding the Lahaina bypass, opposing connectivity to and from Pulelehua to their community, the Kapalua airport and the possibility of complaints. My understanding is that Maui Oceanview LP has committed to contributing a fair share for regional transportation improvements and has neither planned nor requested any connection of Pulelehua and the existing adjacent communities. Maui Oceanview LP is aware that Kapalua Airport is an operating facility and is working with DOT to comply with operational needs of the airport. Although this group is small, as part of my process, I will continue to meet with them as the project proceeds and as needed.

A brief description of how I organize my community engagement process is: 1) identify community stakeholders/community leaders, 2) schedule meetings with each stakeholder, 3) schedule meetings with any referral by a stakeholder, 4) prioritize issues and concerns that are raised through these individual meetings, 5) address issues and concerns with developer, 6) follow-up meetings with stakeholders as needed, 7) work with developer/client to meet the communities needs and address the priorities, 8) more follow-up meetings to update stakeholders, 9) organize community meetings (always 2 minimum) at a convenient time and location for community members to attend, 10) present updates and current plan on the project at the community meetings, 11) follow-up meetings with individuals who may have requested to meet as well as stakeholders, 12) hold "pocket" meetings or smaller meetings within the neighboring communities, ie. Kahana, Napili, Kapalua, Honokohau, Mahinahina, 13) maintain open discussion with stakeholders throughout the entire process as well as those who wish to stay informed

Mr. Cheng has taken my recommendations since I've been brought on the team and has been open and frank about addressing the concerns raised. At a recent county council meeting for another project that is seeking council approval, Councilmember Paltin recognized the work that has been done in regards to Pulelehua and its community outreach and community engagement. I've worked non-stop on this project to be sure Maui Oceanview LP is seriously taking into account the communities needs and as of today, I can say that Maui Oceanview LP is committed and going beyond in addressing the issues raised by the community. Again, as this project moves forward, the community engagement doesn't stop here, we will continue to maintain transparency, visibility and communication.

Māhalo,

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**Derrickson, Scott A**

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**From:** Mike J. Molina <Mike.Molina@mauicounty.us>  
**Sent:** Tuesday, December 03, 2019 4:47 PM  
**To:** DBEDT LUC  
**Subject:** Support for Pulelehua Project

Aloha Commissioners:

West Maui families are in dire need of work force housing for ownership and rentals at affordable prices. In addition, business owners need affordable housing opportunities to help retain skilled employees. The Pulelehua project will help address these and other housing concerns with your approval. This is a well planned project with an array of affordable housing options that are attainable for working families in West Maui. The developer has demonstrated a willingness to work collaboratively with the community and has received support from many citizens. Mahalo for your consideration.

Mike Molina  
Councilmember  
Maui County Council