Consolidated Applications for a HRS Chapter 343 Environmental Assessment, State District Boundary Amendment, Change in Zoning, and Community Plan Amendment.

MEO Transportation Center

Puunene, Maui, Hawaii
TMK: (2) 3-8-06:4 por.

Prepared for:
Maui Economic Opportunity Inc.
P.O. Box 2122 Kahului, HI 96733

Submitted by:
Chris Hart and Partners
Landscape Architecture and City & Regional Planning
115 N. Market Street
Wailuku, HI 96793
Phone: 242-1955
Fax: 242-1956

CHRIS HART
& PARTNERS, INC.
LANDSCAPE ARCHITECTURE
& LAND USE PLANNING

May 2008

APPLICATION

State Land Use District Boundary Amendment

COUNTY OF MAUI
DEPARTMENT OF PLANNING
250 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793
TELEPHONE: (808) 270-7735 FAX: (808) 270-7634

APPLICATION TYPE: LAND USE COMMISSION DISTRICT BOUNDARY CHANGE/RECLASSIFICATION

DATE: 2/8/08 VALUATION: $10,000,000.00

PROJECT NAME: Maui Economic Opportunity, Inc. (MEO) Transportation Center

PROPOSED DEVELOPMENT: Construction of a transportation services facility

TAX MAP KEY NO.: 3-8-06: por. 4 CPR/HPR NO.: _____ LOT SIZE: 10.041 acres

PROPERTY ADDRESS: Hansen Road

OWNER: Maui Economic Opportunity Inc. PHONE:(B) 808-877-7651 (H) _____

ADDRESS: P.O Box 2122

CITY: Kahului STATE: HI ZIP CODE: 96733

OWNER SIGNATURE: _____

APPLICANT: Sandy Baz

ADDRESS: P.O Box 2122

CITY: Kahului STATE: HI ZIP CODE: 96733

PHONE (B): 808-877-7651 (H): _____ FAX: 808-871-2171

APPLICANT SIGNATURE: _____

AGENT NAME: Chris Hart and Partners, Inc.

ADDRESS: 115 N. Market Street

CITY: Wailuku STATE: HI ZIP CODE: 96793

PHONE (B): 808-877-7651 (H): _____ FAX: 808-871-2171

EXISTING USE OF PROPERTY: vacant Land

CURRENT STATE LAND USE DISTRICT BOUNDARY DESIGNATION: Urban and Agricultural Districts

COMMUNITY PLAN DESIGNATION: HI and AG ZONING DESIGNATION: Agricultural and M-2 Heavy Industrial

OTHER SPECIAL DESIGNATIONS: none

DATE: 2/8/08

TO: Owners/Lessees

Please be informed that the undersigned has applied to the _____ Planning Commission of the County of Maui for a State Land Use District Boundary Amendment/Reclassification for the following parcel(s):

1. Tax Map Key: (2) 3-8-06: 004 por.

2. Location: In the vicinity of Hansen Road, Puunene, Maui, Hawaii

3. Area of parcel: 10.041 acres

4. Reclassified from Agricultural to Urban

5. Proposed Development: Construction of a Transportation Center including an Administration Building, Transportation Services Building and Bus Transfer Station.

THIS SECTION TO BE COMPLETED BY THE PLANNING DEPARTMENT:

Public Hearing Date: _____

Time: _____

Place: _____

_____

Attached please find a map identifying the location of the specific parcel(s) being considered in the request for State Land Use District Boundary Amendment/Reclassification.

The hearing is held under the authority of Chapter 92, Hawaii Revised Statutes, Title 19 of the Maui County Code, and the appropriate Commission rules.

Testimony relative to this request may be submitted in writing prior to the hearing to the appropriate Planning Commission c/o the Maui Planning Department, 250 South High Street, Wailuku, Maui, Hawaii 96793, or presented in person at the time of the public hearing.

Information relative to the application is available for review at the Planning Department, 250 South High Street, Wailuku, Maui, Hawaii, Telephone (808) 270-7735; toll free from Molokai 1-800-272-0117, Extension 7735; and toll free from Lanai 1-800-272-0125, Extension 7735.

Sandy Baz
Name of Applicant

Signature

P.O. Box 2122 Kahului, HI 96733
Address

( ) 808-8777651
Telephone

APPLICATION

Maui County Change in Zoning

COUNTY OF MAUI
DEPARTMENT OF PLANNING
250 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793
TELEPHONE: (808) 270-7735 FAX: (808) 270-7634

APPLICATION TYPE: CHANGE IN ZONING APPLICATION

DATE: 2/8/08 VALUATION: $ $10,000,000.00

PROJECT NAME: Maui Economic Opportunity, Inc. (MEO) Transportation Center

PROPOSED DEVELOPMENT: Construction of a Transportation Center including an Administration Building, Transportation Services Building and Bus Transfer Station.

TAX MAP KEY NO.: (2) 3-8-06: por. 4 CPR/HPR NO.: _____ LOT SIZE: 10.041 acres

PROPERTY ADDRESS: Hansen Road

OWNER: Maui Economic Opportunity Inc. PHONE: (B) 808-877-7651 (H) _____

ADDRESS: P.O Box 2122

CITY: Kahului STATE: HI ZIP CODE: 96733

OWNER SIGNATURE: _____

APPLICANT: Sandy Baz

ADDRESS: P.O Box 2122

CITY: Kahului STATE: HI ZIP CODE: 96733

PHONE (B): 808-877-7651 (H): _____ FAX: 808-871-2171

APPLICANT SIGNATURE: _____

AGENT NAME: Chris Hart and Partners

ADDRESS: 115 N. Market Street

CITY: Wailuku STATE: HI ZIP CODE: 96793

PHONE (B): 808-242-1955 (H): _____ FAX: 808-242-1956

EXISTING USE OF PROPERTY: vacant land

CURRENT STATE LAND USE DISTRICT BOUNDARY DESIGNATION: Urban and Agricultural District

COMMUNITY PLAN DESIGNATION: HI and AG ZONING DESIGNATION: Agriculture and M-2 Heavy Industrial

OTHER SPECIAL DESIGNATIONS: none

ATTACHMENT A

TO: DATE: 2-8-2008

NOTICE OF FILING OF APPLICATION

Check appropriate Line:

X CHANGE IN ZONING (From Agriculture and Heavy Industrial to M-1 Light Industrial)

____ COUNTY SPECIAL USE

____ PROJECT MASTER PLAN

Please be advised that the undersigned will be applying to the Department of Planning of the County of Maui for the above-referenced application(s) for the following parcel(s):

1. Tax map Key No.: (2) 3-8-06: por of 4
   (NOTE: Please attach an 8 ½" x 14" location map)

2. Location (Street Address): Hansen Road, Puunene, Maui, Hawaii

3. Existing Land Use Designations:

   a. State Land Use District: Urban and Agricultural Districts
   b. Community Plan Designation: Heavy Industrial (HI) and Agriculture (AG)
   c. County Zoning: Agriculture and M-2 Heavy Industrial District

4. Description of the Existing Uses on Property: Vacant Land

5. Description of the Proposed Uses on Property: Construction of a Transportation Center including an Administration Building, Transportation Services Building and Bus Transfer Station.

***

ATTACHMENT D
FORM 1 (CIZ) PLANNING COMMISSION

Date: 2/8/08

TO:

Please be informed that the undersigned has applied to the _____ Planning Commission for the following: Agriculture and

____ CHANGE IN ZONING (From Heavy Industrial to M-1 Light Industrial)

1. Tax Map Key: (2) 3-8-06 por. of 4
2. Location: In the vicinity of Hansen Road, Puunene, Maui, Hawaii
3. Area of Parcel: 10.041 acres
4. Proposed Development: Construction of a Transportation Center including an Administration Building, Transportation Services Building and Bus Transfer Station.

THIS SECTION TO BE COMPLETED BY THE PLANNING DEPARTMENT:

PUBLIC HEARING DATE: _____

TIME: _____

PLACE: _____

Attached please find a map identifying the location of the specific parcel(s) being considered in the above-referenced request.

The hearing is held under the authority of Chapter 92, Hawaii Revised Statutes, Title 19 of the Maui County Code and the Maui Planning Commission Rules.

Relative to applications for change in zoning, protests may be filed with the appropriate planning commission prior to or on the public hearing date of the application being protested. In the case in which the owners or lessees of forty percent or more of the land located within a five-hundred-foot distance from the boundaries of the subject parcel have filed written protests, the ordinance which grants the application shall not become effective unless approved by a vote of seven members of the county council.

Testimony relative to this request may be submitted in writing to the appropriate Planning Commission, 250 South High Street, Wailuku, Maui, Hawaii, 96793, or presented in person at the time of the public hearing.

Information relative to the application is available for review at the Planning Department, 250 South. High Street, Wailuku, Maui, Hawaii; Telephone: (808) 270-7735; toll free from Molokai 1-800-272-0117, Extension 7735; and toll free from Lanai 1-800-272-0125, Extension 7735.

Sandy Baz
Name of Applicant- Please print

Signature

P.O. Box 2122

Kahului, HI 96733
Address

( ) 808-877-7651
Telephone

GENERAL SUBMITTAL REQUIREMENTS

See Change in Zoning Application form (2nd from Cover) ____ 1. Application Form (original + 1 copy)

Appendix A ____ 2. Documents which identify the owner of the subject parcel of land.

The applicant is the Owner ____ 3. If the applicant is not the owner of the subject parcel, then a notarized written authorization for the application by the owner shall be included. Said authorization shall include the owner's name, address and telephone number.

See All Application Forms

See page 3 of Consolidated Application ____ 4. Agent's name, address, and telephone numbers, if applicable.

See Figure No. 1 5. Location Map identifying the site, adjacent roadways and identifying landmarks (8 ½" x 11" format.)

Appendix F 6. List of owners and lessees of record of real property located within a 500-feet radius of the subject parcel. The list shall be compiled from the most current list available at the Real Property Tax Division of the Department of Finance at the time of filing of the application with Director of Planning.

This list shall include the names and addresses of each owner and recorded lessees by tax map key. A map drawn to scale which clearly identifies the 500-foot boundary surrounding the subject parcel and the parcels within the boundary shall be included.

____ 7. A report addressing the following (Original + 1 copy)

Pages 37 - 39 of consolidated application

a. Policies and objectives of the General Plan; the provisions of the community plan applicable to the application; the provisions of the applicable district; and an analysis of the extent to which the application, if granted, conforms to these provisions, objectives and provisions.

Pages 12 - 13 of consolidated application

b. Detailed land use history of the parcel which includes, but is not limited to former and existing State and County land use designations, violations and uses.

Appendix D and Appendix I

c. Preliminary archaeological and historical data and comments from the Department of Land and Natural Resources and the Office of Hawaiian Affairs of the State of Hawaii. If applicable, a preservation/mitigation plan which has been reviewed and approved by the Department of Land and Natural Resources and the Office of Hawaiian Affairs.

d. Pages 20 - 23 of Consolidated Application	Analysis of the secondary impacts of the proposed use on surrounding uses which includes, but is not limited to increases in property value, property, housing, community services and facility needs, secondary jobs and employment generated and compatibility with surrounding uses. If applicable, affordable housing program and comments from the Department of Housing and Human Concerns of the County and other mitigation plans and comments from the respective governmental and community service agencies.
e. Appendix E	Traffic impact analysis and, if applicable, a traffic master plan which includes, but is not limited to comments from the Department of Transportation of the State of Hawaii and Department of Public Works and Environmental Management of the County.
f. Pages 13-14 of Consolidated Application & Appendix I	If applicable, an assessment of the impact which the proposed use may have on agricultural use of the parcel which includes, but is not limited to a feasibility analysis of potential agricultural uses suited to the site and written comments from the Department of Agriculture of the State of Hawaii and the U.S. Soil Conservation Service.
g. Appendix B & Appendix I	Water source, supply and distribution system analysis which includes, but is not limited to methods of irrigation existing on the parcel and proposed for the application, location and use of groundwater and nonpotable water sources. If applicable, a water master plan which includes, but is not limited to comments from the Department of Land and Natural Resources of the State of Hawaii and Departments of Public Works and Environmental Management and Water Supply of the County.
h. Appendix B & Appendix I	Sewage disposal analysis, a description of a proposed method of sewage disposal and comments, if applicable, from the Departments of Health and Land and Natural Resources of the State of Hawaii and the Departments of Public Works and Environmental Management and Water Supply of the County.
i. Page 23 and Appendix B & Appendix I	Solid waste disposal analysis, a description of a proposed method of solid waste disposal and comments, if applicable from the Departments of Health and Land and Natural Resources of the State of Hawaii and the Departments of Public Works and Environmental Management and Water Supply of the County.
j. Pages 12- 18 of consolidated application	Identification of environmentally sensitive areas, habitats and botanical features which include, but are not limited to wetlands, streams, rock outcroppings, endangered plants and animals and exceptional trees. If applicable, baseline study and preservation/mitigation plan and comments, if applicable, from the Department of Land and Natural Resources of the State of Hawaii, the U.S. Fish and Wildlife Service and the U.S. Army Corps of Engineers.
k. Appendix B & Appendix I	Identification of the topographical and drainage patterns

existing on the subject parcel and any proposed alterations to these patterns.

Pages 4-5 of the Consolidated Applications

l. Identification of all meetings held between the applicant and any community or residential group which may be impacted by the applicant's request, the issues raised by these meetings and any measures proposed by the applicant to deal with or to mitigate these issues.

Pages 8-9 of the Consolidated Applications

m. Development Schedule.

Pages 6-9 of the Consolidated Applications

n. Operations and management of the proposed use which includes but is not limited to number of employees, proposed employee housing plan, hours of operation, fees charged to residents and visitors and provisions for off-site parking.

Page 18 of the Consolidated Applications & Comment letters from DLNR, and OHA are in Appendix I.

o. Identification of traditional beach and mountain access trails and additional trails which may be required for public access to the beaches and mountains and, if applicable, preservation/mitigation plan and comments from the Department of Land and Natural Resources and the Office of Hawaiian Affairs.

Page 14 of the Consolidated Applications & Comment letters from DLNR are in Appendix I.

p. Identification and assessment of chemicals and fertilizers used including, but not limited to detailing effects upon surface, underground and marine water resources and neighboring properties and surrounding flora and fauna. If applicable, a mitigation plan and maintenance program and schedule and comments from the Departments of Health and Land and Natural Resources of the State of Hawaii, the U.S. Fish and Wildlife Service and the U.S. Environmental Protection Agency.

Figure Nos. 3, 11a & 11b

____ 8. Photographs of the subject site, existing structures and surrounding area which are dated.

____ 9. Schematic Site Development Plans, if applicable, drawn to scale, which identify the following (rendered copy and 1 blueprint set):

Appendix G Architectural Drawings

a. Property lines and easements with its dimensions and area calculations;

b. Location, size, spacing, setbacks and dimensions of all existing and proposed building, structures, improvements, and uses;

c. Existing and proposed building elevations, sections, floor plans, and site sections which clearly define the character of the development;

d. Topographic information showing existing features and conditions and proposed grading;

Figure No. 12

e. Existing and proposed landscaping which depicts open spaces, plantings and trees;

APPLICATION
Community Plan Amendment

COUNTY OF MAUI
DEPARTMENT OF PLANNING
250 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793
TELEPHONE: (808) 270-7735 FAX: (808) 270-7634

APPLICATION TYPE: COMMUNITY PLAN AMENDMENT APPLICATION

DATE: 2/8/08 VALUATION: $10,000,000.00

PROJECT NAME: Maui Economic Opportunity, Inc. (MEO) Transportation Center

PROPOSED DEVELOPMENT: Construction of a Transportation Center including an Administration Building, Transportation Services Building and Bus Transfer Station.

TAX MAP KEY NO.: (2) 3-8-06: por. 4 CPR/HPR NO.: _____ LOT SIZE: 10.041 acres

PROPERTY ADDRESS: Hansen Road

OWNER: Maui Economic Opportunity Inc. PHONE: (B) 808-877-7651 (H) _____

ADDRESS: P.O Box 2122

CITY: Kahului STATE: HI ZIP CODE: 96733

OWNER SIGNATURE: _____

APPLICANT: Sandy Baz

ADDRESS: P.O Box 2122

CITY: Kahului STATE: HI ZIP CODE: 96733

PHONE (B): 808-877-7651 (H): _____ FAX: 808-871-2171

APPLICANT SIGNATURE: _____

AGENT NAME: Chris Hart and Partners, Inc.

ADDRESS: 115 N. Market Street

CITY: Wailuku STATE: HI ZIP CODE: 96793

PHONE (B): 808-242-1955 (H): _____ FAX: 808-242-1956

EXISTING USE OF PROPERTY: Vacant

CURRENT STATE LAND USE DISTRICT BOUNDARY DESIGNATION: Urban and Agricultural District

COMMUNITY PLAN DESIGNATION: HI and AG ZONING DESIGNATION: Agriculture and M-2 Heavy Industrial

OTHER SPECIAL DESIGNATIONS: none

DATE: 2/8/08

TO: Owners/Lessees

Please be informed that the undersigned has applied to the _____ Planning Commission of the County of Maui for a Community Plan Amendment at the following parcel(s):

a. Tax Map Key: (2) 3-8-06: por. 4 Acreage 10.041

b. Street Address Hansen Road, Puunene, Maui, Hawaii

c. State Land Use Designation: 10 acres

d. Community Plan Amendment
From Agriculture and Heavy Industrial To Light Industrial

e. Proposed Development: Construction of a Transportation Center including an Administration Building, Transportation Services Building and Bus Transfer Station.

THIS SECTION TO BE COMPLETED BY THE PLANNING DEPARTMENT:

Public Hearing Date: _____

Time: _____

Place: _____

_____

Attached please find a map identifying the location of the specific parcel(s) being considered in the request for Community Plan Amendment.

The hearing is held under the authority of Chapter 92, Hawaii Revised Statutes, Title 19 of the Maui County Code, and the appropriate Commission rules.

Testimony relative to this request may be submitted in writing prior to the hearing to the appropriate Planning Commission c/o the Maui Planning Department, 250 South High Street, Wailuku, Maui, Hawaii 96793, or presented in person at the time of the public hearing.

Information relative to the application is available for review at the Planning Department, 250 South High Street, Wailuku, Maui, Hawaii, Telephone (808) 270-7735; toll free from Molokai 1-800-272-0117, Extension 7735; and toll free from Lanai 1-800-272-0125, Extension 7735.

Sandy Baz
Name of Applicant

Signature

P.O. Box 2122 Kahului, HI 96733
Address

( ) 808-877-7651
Telephone

REPORT

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I. PROJECT INFORMATION

A. OVERVIEW OF THE REQUEST

This Environmental Assessment (EA) has been prepared, in order to assess the potential environmental impacts associated with the development of the Maui Economic Opportunity, Inc. (MEO) Transportation Center situated on a 10 acre site at TMK (2) 3-8-06: portion of 004, Puunene, Kahului, Island of Maui, State of Hawaii. The proposed project will be constructed in three phases, as follows: Phase 1 (Administrative Office Building; Maintenance Building; bus washing and fueling stations; emergency back-up generator; and vehicle storage and parking areas); Phase 2 (Transfer Station); and Phase 3 (Administrative Office Building). Access to the facility will be from Hansen Road.

Kahului is the regional center of the island of Maui, and the project site is at the hub of major roadways and highways that service the regions of Wailuku-Kahului, East Maui, Paia-Haiku, Upcountry, South Maui and the West Maui. Beginning 1969, MEO has provided transportation services for the elderly, persons with disabilities, the low income, and the youth. The proposed project will allow MEO to maintain and expand services to meet future needs.

The proposed project will require the following land use approvals: (1) Community Plan Amendment from Heavy Industrial and Agriculture to Light Industrial use; (2) State Land Use Commission District Boundary Amendment from Agricultural District to Urban District; and (3) Change in Zoning from Agricultural District to M-1 Light Industrial District.

The Environmental Assessment is prepared, in accordance with the provisions of Hawaii Revised Statutes Chapter 343 and Hawaii Administrative Rules Title 11, Chapter 200, Environmental Impact Statement Rules, and is triggered by the filing of a Community Plan Amendment (CPA) and the potential use of State and County funds for project construction.

B. PROJECT PROFILE

The proposed MEO Transportation Center will consist of a 3-story Administrative Office Building; Bus Maintenance Building; Transfer Station; facilities for bus washing and fueling; paved bus, mini-bus, van and automobiles parking areas; emergency back-up generator; and related improvements. Additionally, MEO may construct a second 3-story Office Building, as needed.

District:	Wailuku District, Island of Maui
Tax Map Key:	(2) 3-8-06: portion of 004
Project Name:	MEO Transportation Center
Location:	Puunene in the vicinity of the A&B Sugar Museum
Site Area:	10.041 acres
Current Land Use Designations:	State Land Use Classification – Agricultural District and Urban District Wailuku- Kahului Community Plan – Agricultural and Heavy Industrial uses County Zoning – Agricultural District (formerly R-1 Residential District before adoption of Ordinance No. 2749 (1998)) Federal Flood Insurance Rate Map – Zone "C"
Existing Land Use:	Vacant
Proposed Land Use:	Transportation Center
Access:	Hansen Road

C. INDENTIFICATION OF THE APPLICANT AND CONSULTANTS

Applicant/Developer:
Maui Economic Opportunity, Inc.
P.O. Box 2122
Kahului, HI 96733
Phone: (808) 249-2990
Fax: (808) 249-2991
Contact: Mr. Sandy Baz, Executive Director

Planning Consultant:
Chris Hart & Partners, Inc.
115 Market Street
Wailuku, Maui, HI 96793
Phone: (808) 242-1955
Fax: (808) 242-1956
Contact: Mr. Brett Davis

Architect:
Maui Architectural Group
2331 W. Main Street
Wailuku, Maui, HI 96793
Phone: (808) 244-9011
Fax: (808) 242-1776
Contact: Mr. David Lundquist

Engineering Consultant:
Otomo Engineering, Inc.
305 South High Street, Suite 102
Wailuku, Maui, HI 96793
Phone: (808) 242-0032
Fax: (808) 242-5779
Contact: Mr. Stacy Otomo

Traffic Consultant:
Phillip Rowell and Associates
47-273 "D" Hui Iwa Street
Kaneohe, Oahu, Hawaii 96744
Phone: (808) 239-8206
Fax: (808) 239-4175
Contact: Mr. Phillip Rowell

Archaeological/Cultural Consultant:

Scientific Consultant Services, Inc.
711 Kapiolani Blvd. Suite 975
Honolulu, Hawaii 96813
Phone: (808) 242-1955
Fax: (808) 242-1956
Contact: Mr. Michael Dega

HRS Chapter 343 Approving Agency:

Maui Planning Commission
C/o Maui County Planning Department
250 S. High Street
Wailuku, Hawaii 96793
Phone: (808) 270-7735
Fax: (808) 270-7634
Contact: Ms. Ann Cua

Pre-Consultation (* Responses received):

A. COUNTY OF MAUI
1. Department of Transportation*
2. Police Department*
3. Department of Fire and Public Safety*
4. Department of Parks and Recreation*
5. Department of Planning*
6. Department of Housing and Human Concerns
7. Department of Public Works
8. Department of Environmental Management
9. Department of Water Supply

B. STATE OF HAWAII
1. Department of Transportation*
2. Office of Hawaiian Affairs*
3. Department of Education*
4. Department of Health, Environmental Planning Office*
5. Department of Health, Maui District Health Office*
6. Department of Land and Natural Resources (DLNR)*
7. Department of Hawaiian Homelands*

8. Department of Health, Clean Water Branch
9. Department of Business Economic Development & Tourism (DBEDT)
10. DBEDT, Office of State Planning
11. DLNR, Office of Conservation and Coastal Lands
12. DLNR, State Historic Preservation Division
13. Department of Transportation, Statewide Planning Office
14. Department of Transportation, Maui District Engineer
15. University of Hawaii Environmental Center
16. University of Hawaii Sea Grant Extension Office

C. OTHER

1. Maui Electric Company*
2. Natural Resources Conservation Service, U.S. Department of Agriculture*
3. United States Army Corps of Engineers
4. United States Fish and Wildlife Service

II. DESCRIPTION OF THE PROPERTY AND PROPOSED ACTION

A. PROPERTY LOCATION

The project site is located on the eastern side of Kahului Town in the vicinity of the Puunene Sugar Mill and the A&B Sugar Museum. The site is bordered by an abandoned section of Puunene Avenue and the re-aligned section of Mokulele Highway, as identified by TMK (2) 3-8-006: portion 004 in Puunene, Maui, Hawaii. (**See:** Figure Nos. 1, 2, and 3, Regional Location, Tax Map Key, and Aerial Photograph).

B. OVERVIEW OF MAUI ECONOMIC OPPORTUNITY, INC.

Maui Economic Opportunity, Inc., a non-profit corporation, has 42 years of experience in managing an array of programs for the communities of Maui County. MEO oversees and administers programs in the following areas: Community Services (a human service case management and referral program for low-income individuals and families); Transportation (specialized service for elderly, disabled or disadvantaged persons, and youth); Employment and Training; Early Childhood Services (Head Start preschool, Infant/Toddler, and family services for low income families); Youth Services (teens and pre-teens); BEST Reintegration Program (serving persons returning from prison); Micro-Enterprise (business development through entrepreneurial training and small business loan program); and advocacy, including affordable housing and eradication of poverty. MEO has offices on Lanai, Molokai, and Maui and in Hana, Maui.

MEO employs about 300 individuals, oversees over 800 community volunteers, and participates in over 45 community events annually.

MEO operates under the direction of a 24-member tri-partite Board of Directors, which oversees funding from over 60 sources, including state, county, federal and private foundation grants and donations amounting to over $18,000,000. MEO has a history of successful projects, fulfilling funding requirements, and achieving positive outcomes for the people of Maui County. Audits show no exceptions, and governmental reviews are positive. In 2003, MEO was recognized nationally as a stellar community action agency

and was presented the Award of Excellence for outstanding leadership, governance, fiscal and human resource policy, planning and advocacy. In 2008, MEO was recognized as the "Best Place to Work" in Maui County in the large business category.

MEO Transportation

In 1969, MEO began transportation services when the need for senior transportation in the community became apparent. Transportation began as a small start-up program with a single used vehicle.

Currently, MEO Transportation operates from two (2) locations. The administrative office and base yard is on a 5.4-acre State-owned property on Kane Street adjacent to the new Maui Community College dormitories and near the Queen Kaahumanu Shopping Center. The maintenance facility is located in the Kahului Trucking and Storage facilities at the Kahului Harbor, which is about 0.7 miles from the base yard.

The following are highlights of this operation:

- Over 283,000 trips were provided in 2007 to service the elderly, the low-income, persons with disabilities, residents with medical transportation needs, preschoolers and youth

- Staff consists of about 90 employees that serve in administration, driving, and repair/maintenance, including 4 ASE certified automotive technicians.

- MEO has a fleet of over 80 vehicles, including 77 buses in service on Maui, Molokai and Lanai and 45 buses with wheelchair lifts.

- Transportation service operates seven (7) days a week. The general operation begins as early as 5:00 a.m. and continues until 10:00 p.m., Monday through Saturday. A reduced schedule operates on Sunday and holidays.

- MEO is a participant in the County's Civil Defense group and is ready to assist with emergency transportation needs when called upon.

Previously, a MEO Transportation Center site was granted a State Special Use Permit in 1996 by the Maui Planning Commission at the former Puunene Airport. Subsequent studies concluded that a more centralized location in

Kahului would improve delivery of services and keep down the operational costs. The proposed site will be accessed from Hansen Road and is in close proximity to the major population center of Wailuku-Kahului and at the crossroads of major roadways and highways to the communities of East Maui, Paia-Haiku, Upcountry, South Maui and West Maui.

C. DESCRIPTION OF THE PROPOSED ACTION

The new facility will include a Bus Maintenance Building; a 3-story Administrative Office Building; facilities for bus washing and fueling stations; an emergency back-up generator; bus parking/storage and off-street parking; Transfer Station; site for a future Administrative Office Building, if needed; and related improvements. Access to the MEO Transportation Center will be from Hansen Road, a County roadway.

The proposed MEO Transportation Center will be constructed in phases, based on operational needs and availability of funding. The proposed project will be constructed in three phases, as follows: Phase 1 (Administrative Office Building; Maintenance Building; bus washing and fueling stations; emergency back-up generator; and vehicle storage and parking areas); Phase 2 (Transfer Station); and Phase 3 (Administrative Office Building). Other improvements include landscape planting and any required offsite roadway improvements on Hansen Road, Mokulele Highway, and other State and County roadways.

The MEO Transportation Center is a light industrial use and the architecture of the Bus Maintenance Building will reflect a modern institutional character. The proposed 3-story office buildings will match the design of office buildings in the nearby Maui Business Park. (**See:** Appendix G, Architectural Renderings and Plans)

Tree and hedge planting is proposed along the perimeter of the site to soften the visual impact from the re-aligned Mokulele Highway and adjacent properties. MEO will pursue obtaining a landscape easement from the State Department of Transportation, Highways Division, in order to maintain and improve the portion of the property facing Mokulele Highway. In this area, there is a remnant section of the old Puunene Avenue and undeveloped land between the highway and the project site. MEO would like to landscape and maintain this area visible along the re-aligned Mokulele Highway.

Energy conservation design and construction will be utilized, where feasible. For example, the Bus Maintenance Building will incorporate photovoltaic

panels, skylights for internal lighting, and natural ventilation to reduce energy costs.

The 10-acre facility will be located at the central hub of Kuihelani and Mokulele Highways and Puunene Avenue and Dairy Road in Kahului, the regional center of the island Maui. MEO purchased 5 acres at a deep discount and obtained the remaining 5 acres as a donation by Alexander & Baldwin, Inc.

The site has adequate size to accommodate long-term program expansion and will allow the capacity to grow as need for services grow. Within the next 5 to 7 years, the fleet is expected to be about 100 vehicles.

D. ALTERNATIVES

1. No Action

The "no action" alternative for MEO is to continue leasing facilities for its base yard and maintenance facilities. Currently, these facilities are in two (2) locations in Kahului, namely State-owned land on Kane Street next to the new-constructed Maui Community College dormitories and at the maintenance facilities of Kahului Trucking and Storage on Hobron Avenue near Kahului Harbor. These facilities are located approximately 0.7 mile apart.

The site of the proposed new MEO Transportation Center would remain undeveloped for the time being.

Positive Impacts: With "no action", the short-term impacts associated with construction would be avoided. Also maintaining the site as undeveloped land would reduce energy consumption, and the number of vehicles in the immediate area.

Negative Impacts: The MEO Transportation operation would be marginalized by the existing, inadequate base yard and maintenance facilities and the capacity to expand services will be severely limited. With the new MCC dormitories and planned redevelopment on Kane Street, the State is urging MEO to relocate its Transportation offices and base yard. Similarly with crowded conditions at Kahului Harbor, space near that facility is in high demand. Should the MEO transportation services be curtailed, the mobility and quality of life of many residents on Maui will be adversely affected, including the elderly, the low-income, the youth, persons with disabilities and

special needs, and other disadvantaged residents on Maui who use MEO Transportation services.

2. Deferred Action

This alternative would delay development for an indefinite period.

Positive Impacts: There would be no immediate construction-related impacts associated with development.

Negative Impacts: A delay in commencing development would result in uncertainties related to future funding opportunities, interest rates, construction costs, availability of infrastructure, and MEO's ability to provide efficient, reliable transportation services in the immediate and long term future.

3. Alternative Site

This option would require that the applicant select and develop another property.

In the "Maui Economic Opportunity Multi-Function Transportation Center Master Plan" (April 1, 2005), alternative sites considered included the following: (a) the existing MEO site; (b) a site at the Kahului Shopping Center; (c) a site at the Maui Lani master planned development; (d) a site at the old Puunene Airport; (e) the proposed site near the A&B Sugar Museum; and (f) a site at Mokulele Highway-Hansen Road.

Site (e) near the A&B Sugar Museum was selected as the preferred location, due to proximity to existing operations; relatively small impact on operational costs; adequate size to accommodate the long term program; good highway access to the site; close proximity to available utilities; compatibility with adjacent land uses; and the opportunity to reuse an existing disturbed site.

Positive Impacts: The short term impacts related to construction at the proposed project site would be avoided.

Negative Impacts: The land costs involved in acquiring another suitable site

could be very high. More importantly, the availability of a large parcel (± 10 acres) with access to major roadways and highways servicing the various regions of Maui is very limited. The Transportation Center project would be delayed indefinitely, resulting in uncertainties related to future funding opportunities, interest rates, construction costs, availability of infrastructure, and MEO's ability to provide efficient, reliable transportation services in the immediate and long term future.

III. DESCRIPTION OF THE EXISTING ENVIRONMENT, POTENTIAL IMPACTS AND MITIGATION MEASURES

A. PHYSICAL ENVIRONMENT

1. Land Use

Existing Conditions. The proposed project site is located at the hub of Kuihelani Highway and Mokulele Highway in Puunene on a 10.041-acre site. Land use designations are, as follows: (a) State Land Use District classifications are Urban District and Agricultural District; (b) Wailuku-Kahului Community Plan designations are Heavy Industrial (HI) and Agriculture (AG); and (c) County zoning designation is Agricultural District (formerly R-1 Residential District until adoption of Ordinance No. 2749 (1998) establishing zoning standards for the Agricultural District and provisions for automatic rezoning). The subject property is currently vacant and not under cultivation.

The following are land use designations and uses for surrounding properties:

North
Community Plan Designation: Light Industrial
State Land Use District Classification: Urban
Zoning: Agriculture District (Rezoning to M-1 Light Industrial District is under review by the Maui County Council)
Existing use: Vacant land

South
Community Plan Designation: Heavy Industrial
State Land Use District Classification: Urban
Zoning: M-2 Heavy Industrial District
Existing uses: Maui Fire Department training facility and A&B Sugar Museum

East
Community Plan Designation: Agriculture and Heavy Industrial
State Land Use District Classification: Agricultural and Urban
Zoning: Agricultural District and M-2 Heavy Industrial District
Existing use: Vacant land

West
Community Plan Designation: Agriculture
State Land Use District Classification: Agricultural
Zoning: Agricultural District
Existing use: remnant of the old Puunene Avenue and re-aligned Mokulele Highway

Potential Impacts and Mitigation Measures. Historically, the subject property was used for residential housing and later sugar cultivation, in conjunction with the former plantation town of Puunene. The subject property was previously zoned R-1 Residential District.

The proposed project is compatible with surrounding land uses and established light industrial and heavy industrial land use patterns in the adopted Wailuku-Kahului Community Plan. To the north, the Maui County Council recently approved the change in zoning application by A&B Properties, Inc. for the establishment of M-1 Light Industrial District zoning for the planned Maui Business Park, Phase 2. The proposed MEO Transportation Center is compatible with industrial uses of the surrounding area, located within the major population center of Wailuku-Kahului and is situated at the hub of major roadways and highways with convenient access to outlying areas of the island. The proposed site is located approximately 2 miles east of the existing 5.4 acre base yard on Kane Street in Kahului.

2. Topography and Soils

Existing Conditions. The elevation of the project site ranges from 66 feet above mean sea level at the southwestern corner to 50 feet above mean seal level at the northeastern corner, an average slope of approximately 1.5%. (See: Figure No. 9 Topographic Survey) Rocks and soil are stockpiled on the eastern half of the project site.

The majority of the project site is classified State Urban District and was previously in residential use. The Land Study Bureau developed an

inventory and evaluation of agricultural lands in the State of Hawaii. The project site is classified Urban (U); the small portion in the State Agriculture District has an overall productivity rating of "A" indicating high productive capacity with irrigation. (**See:** Figure No. 13, Land Study Bureau Map)

Additionally, the State of Hawaii identified Agricultural Lands of Importance to the State of Hawaii (ALISH). A substantial portion of the property is identified as Urban; the remaining portion in the State Agriculture District is identified as "Prime" agricultural land. (**See:** Figure No.14, ALISH Map)

The soils on this site are classified WeB, WgB, and EaA, by the United States Department of Agriculture Soil Conservation Service Soil Survey. (**See:** Figure No. 8, Soils Map)

For Waiakoa very stony silty clay loam, 3 to 7 percent slopes (WeB), runoff is slow, and the erosion hazard is slight with moderate permeability.

For Waiakoa silty clay loam, 3 to 7 percent slopes (WgB), runoff is slow, and the erosion hazard is slight with moderate permeability.

For Ewa silty clay loam, 0 to 3 percent slopes (EaA), runoff is very slow, and the erosion hazard is slight to moderate.

As part of its agricultural operations, HC&S has and continues to use herbicides, pesticides, and fertilizers. The project site was previously in residential development until the late 1970's and then in sugar cane cultivation for a brief period. The site has been vacant for a number of years. There is no evidence of soil contamination from previous agricultural cultivation on the subject site.

Potential Impacts and Mitigation Measures. Topographic and soil conditions are suitable for development, including the placement of buildings, driveways, parking, and landscape planting.

As mentioned, the proposed project is located on vacant land that is not in sugar cane production. Adverse effects on surface or underground resources are therefore not anticipated relative to the use of chemicals

and fertilizers.

3. Flood and Tsunami Hazards

Existing Conditions. According to of the Flood Insurance Rate Map prepared by the United States Federal Emergency Management Agency, the project site is situated in Flood Zone "C", an area of minimal flood hazard potential. (See: Figure No. 7, Flood Insurance Rate Map, Panel Number 150003 0190 D, March 16, 1995).

Potential Impacts and Mitigation Measures. The project site is subject to minimal flood hazard and special flood mitigation measures will not be required for development of the proposed MEO Transportation Center.

4. Flora and Fauna

Existing Conditions. Existing vegetation consists of Monkey pod trees and shrub grass. Bird and animal species include rats, mice, mongoose, francolins and mynah commonly found in Kahului and other areas of Maui. The site does not contain significant wildlife habitats, streams or wetlands or any known species of rare, threatened or endangered flora and fauna.

Potential Impacts and Mitigation Measures. Mature Monkey pod trees are present on the perimeter of the site boundaries and along Mokulele Highway. A tree survey will be conducted to identify Monkey pods suitable for retention and relocation. To the extent practicable, the other Monkey pod trees will be relocated to other areas onsite. Due to the large and intrusive root system of Monkey pod, these trees will not be utilized in the paved parking areas of the project.

5. Noise Characteristics

Existing Conditions. In an urban environment, noise is due primarily to vehicular traffic, air traffic, heavy machinery, and heating, ventilation, and air-conditioning equipment. Ramifications of various sound levels and types may impact health conditions and an area's aesthetic appeal. The Puunene Sugar Mill area, which includes the proposed project site, is considered a Noise Sensitive Area according to

the State of Hawaii Department of Transportation, Airports Division (**See:** Appendix K). However, the Puunene Sugar Mill area is directly below the recommended flight paths of the Kahului Airport, and therefore noise from airplane traffic is a condition of the site. The proposed project is also located in the vicinity of the Mokulele Highway.

Potential Impacts and Mitigation Measures. In the short-term, the proposed project could generate some adverse impacts during construction. Noise from heavy construction equipment, such as bulldozers and material-carrying trucks and trailers, would be the dominant source of noise during the construction period. To minimize construction related impacts to the surrounding areas, the developer will limit construction activities to normal daylight hours, and activities associated with the construction phase of the project will comply with the Department of Health's Administrative Rules, Chapter 11-46, "Community Noise Control".

In the long-term, buildings will be designed and constructed to incorporate features to reduce outside ambient noise from airplane over flights, automobile traffic, mechanical equipment, and other surrounding sources of ambient noise.

6. Air Quality

Existing Conditions. Air quality refers to the presence or absence of pollutants in the atmosphere. It is the combined result of the natural background and emissions from many pollution sources. The impact of land development activities on air quality differs by project phase (site preparation, construction, occupancy) and project type. In general, air quality in Puunene is considered relatively good. Non-point source emissions (automobile) are not significant to generate a high concentration of pollutants. The relatively high quality of air can also be attributed to the region's exposure to wind, which quickly disperses concentrations of emissions. The Puunene area is currently in attainment of all criteria pollutants established by the Clean Air Act, as well as, the State of Hawaii Air Quality Standards.

The project site is located upwind of the HC&S mill, which is located approximately a quarter mile away. The proposed Transportation Center should not be substantially affected by any emissions from the HC&S mill. Other long-standing facilities are in closer proximity to the mill (e.g. Puunene Post Office; A&B Sugar Museum; and the HC&S

administrative offices), and there is no indication of issues or problems relative to the mill operations and its emissions.

Potential Impacts and Mitigation Measures. Air quality impacts attributed to the proposed project could include vehicular emissions and dust generated by the short-term construction-related activities. Site work such as grading and building construction, for example, could generate airborne particulates. Adequate dust control measures that comply with the provisions of Hawaii Administrative Rules, Chapter 11-60.1, "Air Pollution Control," Section 11-60.1-33, Fugitive Dust, will be implemented during all phases of construction. Mitigation measures could include the following:

1) Providing adequate water source on site, prior to start-up of construction activities.
2) Landscape planting and rapid covering of bare areas, including slopes, beginning with the initial grading phase.
3) Controlling of dust from shoulders, project entrances, and access roads.
4) Providing adequate dust control measures during weekends, after hours, and prior to daily start-up of construction activities.
5) Controlling of dust from debris hauled away from project site.

The maintenance of MEO's fleet of buses and vehicles will contribute in keeping fleet vehicle emissions to a minimum. The MEO Transportation service is an existing operation with a fleet of 77 buses on Maui. This Transportation services contributes to a reduction in individual automobile trips and associated air quality impacts. On a long term basis, the MEO Transportation Center is not expected to contribute to significant adverse air quality impacts.

7. Archaeological Resources

Existing Conditions. Scientific Consultant Services Inc. (SCS) conducted an Archaeological Assessment of the proposed transportation center site. The project site is located on land that was previously in residential housing and later in sugar cultivation. Residential and agricultural use from the early historic to modern times has most likely obscured any trace of Hawaiian occupation on this parcel. (See: Appendix D, Archaeological Assessment).

Potential Impacts and Mitigation Measures. A 100-percent pedestrian survey was conducted on the project parcel yielding identification of no Traditional or Historical properties in the project area. No surface

features were observed or recorded. There remains a chance that significant cultural properties may yet be identified. As such, Archaeological monitoring is recommended during the subsurface construction activities on this parcel. (**See:** Appendix D, Archaeological Assessment) Additionally, the proposed MEO Transportation Center is not located near traditional beach or mountain access trails. The proposed site is located on vacant land adjacent to the Mokulele Highway and A&B Sugar Museum in Puunene and will not interrupt public access to beaches and mountains.

8. Cultural Resources

Existing Conditions. Additionally, SCS conducted a Cultural Impact Assessment of the project site. Based on available information, the project area has not been used for traditional cultural purposes within recent times. Also based on historical research, it is concluded that Hawaiian rights to gather, access or other customary activities within the project area will not be affected, and there will be no direct adverse effect upon cultural practices or beliefs. (**See:** Appendix C, Cultural Impact Assessment)

Potential Impacts and Mitigation Measures. Based on research conducted by SCS, the exercise of native Hawaiian rights, or any ethnic group, related to gathering, access or other customary activities will not be affected by development activities on the project site. Because there were no cultural activities identified within the project area, no adverse effects are anticipated. (**See:** Appendix C, Cultural Impact Assessment) Additionally, the proposed MEO Transportation Center is not located near traditional beach or mountain access trails. The proposed site is located on vacant land adjacent to the Mokulele Highway and A&B Sugar Museum in Puunene and will not interrupt public access to beaches and mountains.

B. SOCIO-ECONOMIC ENVIRONMENT

1. Population

Existing Conditions. Maui Island's population has grown from 117,644 in 2000 to 129,471 in 2005. Similarly, average daily visitor growth has increased from 41,817 in 2000 to 45,676 in 2005. Thus, the County's defacto population, defined as all persons physically present in an area, rose from 159,461 in 2000 to 175,147 in 2005.

Likewise, the Wailuku-Kahului region experienced growth as the population increased from 41,503 in 2000 to 46,626 in 2005. (Public Facilities Assessment Update, County of Maui March 9, 2007)

Potential Impacts and Mitigation Measures. The MEO Transportation Center will allow for the expansion of services to meet future community transportation needs. The aging "Baby Boomer" population will likely increase the demand for senior transportation services. Over the next 20 years, it is estimated that 29 additional jobs will be created by the MEO Transportation Center project. This increase in employment is insignificant, in terms of Maui's overall job growth and is not expected to adversely impact the island's housing market and public services and facilities.

2. Economy

Existing Conditions. The proposed project site is within the Wailuku-Kahului Community Plan region. Referred to as Central Maui, Wailuku-Kahului is the regional center of Maui and contains the island's only commercial harbor and major airport facility. The region contains major shopping centers; Maui Community College; Maui Arts and Cultural Center; the civic center in Wailuku; major recreational facilities at the War Memorial Complex and Keopuolani Park; visitor accommodations and attractions, including the Maui Ocean Center and Tropical Plantation; the HC&S sugar mill and agricultural fields; industrial projects; and a large inventory of small businesses offering a range of retail, professional, maintenance/repair, delivery, food and beverage and other services.

Potential Impacts and Mitigation Measures. The project will generate short-term employment during construction. The proposed MEO

Transportation Center will allow for the expansion of services to meet future needs and generate about 29 additional jobs over the long term.

3. Cultural Resources

Existing Conditions. As mentioned previously, a Cultural Impact Assessment was prepared and completed in accordance with the provisions of Act 50, SLH 2000 (**See:** Appendix C, Cultural Impact Assessment).

Potential Impacts and Mitigation Measures. There are no visible cultural resources, i.e. medicinal plants, shoreline resources, religious sites, or archeological resources that will be impacted by the project. Nor are there such sites in the immediate vicinity of the subject property that require access through the property. From a cultural practices and beliefs perspective, the subject property bears no apparent signs of cultural practices or gatherings taking place on the subject property or in the immediate vicinity of the subject property (**See:** Appendix C, Cultural Impact Assessment).

C. PUBLIC SERVICES AND FACILITIES

1. Recreational Facilities

Existing Conditions. According to the County's *Public Facilities Assessment Update, March 9, 2007,* the Wailuku-Kahului region has 35 County parks totaling 185.6 acres, providing a wide variety of facilities for the recreational needs of the community. Larger sub-regional park facilities include the Maui High playfields, Hoaloa Park and Kahului Community Park. Wailuku-Kahului is also the center of regional park facilities for the Island of Maui, such as the Maui War Memorial Complex, the Iron Maehara Baseball Stadium, Keopuolani Park and the Waiehu Golf Course.

Potential Impacts and Mitigation Measures. The proposed project will not contribute to significant population increase and accordingly is not anticipated to significantly impact public recreational facilities. The proposed development is not subject to the park dedication requirements, pursuant to MCC Section 18.16.320.

2. Police and Fire Protection

Existing Conditions. The Wailuku-Kahului Community Plan Region (CPR) falls within the Maui Police Department's (MPD) District I - Wailuku (Central), which also includes the CPR's of Makawao-Pukalani-Kula and Paia-Haiku.

By 2030, police needs in the Wailuku-Kahului CPR will increase by approximately 51 percent from the current allocation of 93 officers.

Three (3) fire stations serve Wailuku-Kahului. The Kahului Fire Station on Dairy Road would service the project site. This facility is within one (1) mile of the project site and could quickly respond in the event of a fire.

Potential Impacts and Mitigation Measures. The proposed project will incorporate a water system designed to meet domestic and fire flow requirements. The proposed project is not anticipated to increase the demand on police and fire emergency services.

3. Schools

Existing Conditions. According to the County's *Public Facilities Assessment Update, March 9, 2007* the Wailuku-Kahului region has four elementary schools, 2 intermediate schools, and two high schools. Enrollment in 2005 stood at 8,900. About 11% of the students are enrolled in special education. About 910 students attend private schools, or about 10% of public school enrollment.

Projections indicate the need for at least one additional elementary school beginning in 2005, and another by 2011. Maui Lani Elementary School opened in 2007 with 294 students and is expected to grow to 546 by 2011. By 2011, only two of the nine schools in the district will be under capacity.

Potential Impacts and Mitigation Measures. The proposed project will not result in significant population increase and a commensurate demand on the educational facilities in the Wailuku-Kahului District.

4. Medical Facilities

Existing Conditions. The Wailuku-based Maui Memorial Medical Center (MMMC) provides centralized medical services for the Island. Medical and dental offices are located in Wailuku and Kahului to serve the area's residents.

According to the County's *Public Facilities Assessment Update, March 9, 2007*, the status of hospital facilities on Maui in 2004 is as follows:

- **Obstetric and Pediatric Beds** are significantly underutilized throughout the County of Maui, with a maximum actual occupancy rate of 44% compared to the desirable rate of 75%.
- **Critical Care Beds**, available only at Maui Memorial Medical Center, were occupied at a 61% rate in 2004, compared to the desirable rate of 75%.
- **Acute Care Beds** appeared to be undersupplied at MMMC. Molokai and Kula experienced occupancy rates of less than 20% of acute care bed capacity, compared to the desired rate of 80-85%.
- **Long-term Care Beds** at Hale Makua appeared to be inadequate to handle demand in 2004, with occupancy rates exceeding the desired rate of 95%. Kula Hospital's long term care (Acute/SNF) beds were underutilized at 93%.
- **Specialty Care Beds** were generally underutilized in facilities in the County of Maui in 2004. The optimal occupancy rate for specialty care beds is 95% and this was not achieved by any of the facilities.

As for the existing capacity of Emergency Medical Services, the County's *Public Facilities Assessment Update, March 9, 2007*, notes that two ambulances currently serve the Wailuku-Kahului area. A third ambulance is not used for emergencies and is not part of the State Emergency Medical Services System. Due to expected population growth, a third ambulance for emergency purposes should be under serious consideration by 2030.

Potential Impacts and Mitigation Measures. The proposed project is not expected to result in significant population increase and therefore is not expected have a significant impact on the island's medical facilities.

5. Solid Waste

Existing Conditions. Only two landfills are currently operating on Maui, the Central Maui Landfill in Puunene, and the Hana landfill. Residential solid waste collection is provided by the County and taken to the Central Maui Landfill, which also accepts waste from private refuse collection companies.

According to the County's *Public Facilities Assessment Update, March 9, 2007*, existing capacity and planned expansion of the Central Maui Landfill will accommodate the Wailuku-Kahului Community Plan Region's waste disposal needs beyond the year 2020.

Potential Impacts and Mitigation Measures. All solid wastes generated during construction will be managed, in accordance with county, state and federal requirements. A detailed plan for recycling of construction material waste will be developed prior to the start of the construction phase. All other construction waste that is not suitable for recycling and does not require special handling will be disposed of at the Maui Demolition and Construction Landfill.

Solid waste collection for the proposed project will be contracted with a private collection company. Green waste from the site will be either mulched on site or deposited at the Central Maui landfill's green waste recycling facility. During construction the applicant will incorporate a job-site recycling plan in order to reduce the amount of construction related waste generated by the project.

D. INFRASTRUCTURE

A Preliminary Engineering Report and Drainage Study were prepared by Otomo Engineering, Inc., which addresses the project's infrastructure elements. (**See:** Appendix B, Preliminary Engineering Report)

1. Water

Existing Conditions. There is an existing 8-inch waterline, which traverses from Hookele Street, through the former cane fields to the east of the project site, and then onto Hansen Road. At Hansen Road, the waterline reduces to a 6-inch line. The 6-inch waterline then traverses along Puunene Avenue and terminates with a 4-inch line at the old Puunene School.

Domestic water and fire flow for the Kahului are serviced from the 3.0 million gallon Mokuhau tank and wells in Happy Valley, which is at elevation 358 feet. The source for this water system is from the Central Maui source.

Potential Impacts and Mitigation Measures. The MEO Transportation Center will have an average daily water demand of 60,246 gallons per day. The water demand was calculated in accordance with the Department of Water Supply's Domestic Consumption Guidelines for a business development. The fire flow demand for commercial development is 2,000 gallons per minute for 2-hour duration. The water system will be designed to meet the domestic and fireflow demands of the project.

The proposed project will connect to the existing 8-inch waterline traversing *mauka* of the project site. The required water meter size will be determined at the time the building permit is applied for. At the present time, the Department of Water Supply (DWS) cannot guarantee water for the MEO Transportation Center project. The project may be subject to the recently passed Water Availability Ordinance by the Maui County Council. A water meter can be applied for and secured

after the required improvements are installed, inspected and accepted by the DWS.

2. Sewer

Existing Conditions. There are no existing sewer facilities on or adjacent to the project site. The nearest sewer system is on Hookele Street, approximately 580 feet to the north of the project site. Wastewater collected from the Kahului area is transported to the Kahului Wastewater Treatment Plant in Naska.

Potential Impacts and Mitigation Measures. The proposed 15,000 square foot administrative building and 30,000 square foot bus maintenance building will generate approximately 3,000 gallons of wastewater daily. An offsite sewerline must be constructed from the north end of the project to the existing system on Hookele Street. Depending on the final alignment of the offsite sewerline, an onsite sewer pump station may be required to convey the project's wastewater to the existing sewer system.

Hawaiian Commercial & Sugar Company (HC&S) presently has plans to abandon the septic system at the mill site and to connect to the existing sewer system on Hookele Street. Plans have prepared plans for a force main and gravity system for the tie-in and are currently under review by the Department of Waste Management.

An alternative for the project is to connect to the gravity portion of the HC&S sewer system.

3. Drainage

Existing Conditions.

The elevation on the parcel ranges from 66 feet above mean sea level at the southwestern corner of the site to 50 feet above mean sea level at the northeastern corner, averaging approximately 1.5 %.

There are no existing drainage systems, in the vicinity of the project site. Presently, onsite runoff sheet flows in a southwest to northeast direction onto the adjacent parcel. There is a low berm along the western property line which prevents onsite runoff fro sheet flowing on the old Puunene Avenue roadway. It is estimated that the 50-year, 1-hour runoff from the undeveloped portion of the project site is 8.18 cubic feet per second (cfs).

Potential Impacts and Mitigation Measures. The 50-year, 1-hour post development runoff from the project site is estimated to be 37.40 cfs, which is an increase of 29.22 cfs from the existing conditions. Onsite runoff will be collected by catch basins within the driveway and parking areas and conveyed to detention basins within the landscape areas and/or subsurface drainage systems located within the paved areas. The drainage system will be designed to accommodate at least the increase in runoff from a 50-year, 1-hour storm.

There will be no additional runoff sheet flowing from the project site to adjacent properties as a result of the development of the project. The proposed drainage system will be designed in accordance with chapter 4, "Rules for the Design of Storm Drainage Facilities in the County of Maui."

4. Roadways and Traffic

A Traffic Impact Analysis Report (TIAR) was prepared by Phillip Rowell and Associates which describes the traffic characteristics of the proposed project and likely impacts to the adjacent roadway network (**See:** Appendix E Traffic Impact Analysis Report).

Existing Conditions. The project site is located immediately to the east of the Mokulele Highway, a two-way, four-lane divided highway in the project vicinity. The highway is the major thoroughfare nearest to the project site. Mokulele Highway connects South Maui with the central part of the island, running from Kihei in the south to Kahului in the

North. In Puunene, the Mokulele Highway intersects with Hansen Road, a signalized intersection, just north of the existing HC&S Sugar mill. The signalized intersection provides protected left turns off the Mokulele Highway to Hansen Road and visa-versa.

The TIAR evaluates traffic operations in the vicinity of the subject property using Level of Service (LOS) ratings, as determined by the Highway Capacity Manual -HCM 2000 methodology. This is a qualitative measurement ranging from "A" through "F" with LOS A representing ideal or free-flowing traffic operating conditions, LOS C representing average and acceptable traffic delays, and LOS F representing unacceptable or potentially congested traffic operating conditions. The LOS for the analyzed intersections was determined for both the morning (AM) and afternoon (PM) peak periods.

The TIAR analyzed the following intersections:

- Dairy Road at Puunene Avenue (Signalized)
- Hookele Street at Puunene Avenue (Signalized)
- Puunene Avenue/Mokulele Highway at Hansen Road (Signalized)
- Hansen Road at Pulehu Road (Unsignalized)
- Hansen Road at Hana Highway (Unsignalized)
- Hansen Road at MEO Main Driveway (Unsignalized)
- Hansen Road at Old Puunene Avenue (Unsignalized)

The results of that analysis are presented below:

	AM Peak	PM Peak
Dairy Road at Puunene Avenue (Signalized)	**D**	**E**
Eastbound Left	D	D
Eastbound Thru	C	D
Eastbound Right	C	C
Westbound Left	D	F
Westbound Thru	B	C
Westbound Right	B	C
Northbound Left	F	E
Northbound Thru	C	D
Northbound Right	C	C
Southbound Left	F	F
Southbound Thru	C	D

	AM Peak	PM Peak
Dairy Road at Puunene Avenue (Signalized)		
Southbound Right	B	C
Hookele Street at Puunene Avenue (signalized)	**B**	**B**
Eastbound Thru	B	B
Westbound Thru	B	B
Westbound Right	A	A
Northbound Left	A	A
Northbound Thru & Right	A	A
Southbound Left	A	A
Southbound Right	A	A
Puunene Avenue/Mokulele Highway at Hansen Road (Signalized)	**B**	**B**
Eastbound Left	C	D
Eastbound Thru	A	A
Westbound Thru	B	B
Westbound Right	B	B
Southbound Left	B	B
Southbound Right	B	B
Hansen Road at Pulehu Street (Unsignalized)		
Northbound Left, Thru & Right	A	A
Southbound Left, Thru & Right	A	A
Westbound Left, Thru & Right	F	C
Eastbound Left, Thru & Right	C	C
Hansen Road at Hana Highway (Unsignalized)		
Westbound Left	C	F
Northbound Left	F	F
Northbound Right	C	F

Potential Impacts and Mitigation Measures.

The proposed MEO Transportation Center will be constructed in three phases., as follows:

- Phase 1 consists of the transportation maintenance building, MEO administrative office building and related site improvements such as paving and landscaping. Phase 1 will occupy the site and start operation in 2012.

- Phase 2 is the bus transfer station. The bus transfer station can accommodate four buses at a time and will not provide park and ride services. It will be operational in 2012.

- Phase 3 is the second MEO administrative office building targeted for 2015.

The total trip generation analysis by phase is summarized in Table 7 below. As shown the proposed project will generate 95 inbound and 35 outbound trips during the morning peak hour. During the afternoon peak hour, the project will generate 45 inbound and 85 outbound trips.

Table 7 Trip Generation Analysis

Period & Direction		Phase 1 Light Industrial			Phase 2 Transfer Station	Phase 3 Administrative Office Building			Total Project Trips
		Trips per Unit or Percent	Employees	Trips	Trips	Trips per Unit or Percent	Employees	Trips	
AM Peak Hour	Total	0.48	100	50	30	0.48	125	60	140
	Inbound	87%		40	15	88%		55	110
	Outbound	13%		10	15	12%		5	30
PM Peak Hour	Total	0.51		50	30	0.46		60	140
	Inbound	29%		15	15	17%		10	40
	Outbound	71%		35	15	83%		50	100

Note:
(1) All volumes are rounded to nearest five (5).

In general, the project is not anticipated to produce substantial adverse impacts to traffic movements. The project-generated traffic is less than 3.5% of the total peak hour traffic volumes at all intersections analyzed.

Two driveways will provide access from the property to Hansen Road. The main entrance will be through an access easement from the southeast corner of the property connecting to Hansen Rd. The proposed main entrance is approximately 600 feet from the intersection of Hansen Road at Mokulele Highway.

A second driveway will use a section of the abandoned Old Puunene Avenue that connects to Hansen Road. This driveway will be used by outbound traffic from the project site and will limit traffic to right turn only onto Hansen Road towards Puunene Avenue/Mokulele Highway.

The proposed project onsite parking requirements will comply with the comments provided in a January 31, 2008 letter from the department of Planning. (**See:** Appendix J, Parking Analysis)

The TIAR analyzed applicable LOS in the Year 2015 both with and without the project implementation, in order to gauge the project's traffic impacts. Both general traffic growth rates and area-specific data were used to estimate traffic increases.

The intersection of Puunene Avenue at Dairy Road will operate at Level-of-Service D during the morning peak hour and Level-of-Service F during the afternoon peak hour, both without and with project generated traffic. (Note: the intersection will be improved to mitigate the impacts of the Maui Business Park Phase II. The recommended improvements include additional through lanes and additional left turn lanes.

The intersection of Puunene Avenue at Hookele Street operates at Level-of-Service B during the morning peak hour without and with project generated traffic. All movements will operate at Level-of-Service A or B. During the afternoon peak hour, the level-of-service will change from Level-of-Service B without project-generated traffic to Level-of-Service C with project-generated traffic. All movements will operate at Level-of-Service C, or better, with project generated traffic.

The intersection of Puunene Avenue at Hansen Road will operate at a Level-of-Service B during the morning peak hour without project-generated traffic and Level-of-Service C with project generated traffic. The left turns from eastbound Puunene Avenue to northbound Hansen Road will operate at Level-of-Service D. All remaining movements will operate at Level-of-Service C, or better, with project generated traffic. The intersection will operate at Level-of Service C during the afternoon peak hour without and with project generated traffic. All movements will operate at Level-of-Service C or better, except the westbound to northbound left turn which will operate at Level-of-Service D without and with project generated traffic.

At the intersection of Hansen Road at Pulehu Road, all movements will operate at Level-of-Service D, or better. This is an improvement from

existing conditions because a separate turn lane was recommended as mitigation for the Puunene Base yard project.

At the intersection of Hana Highway at Hansen Road, the westbound left turn and the northbound left turn will operate at Level-of-Service F without and with project generated traffic. The northbound left turns are negligible as it is estimated that five or less vehicles will make this left turn during the morning peak hour. The delay to the westbound left turns from westbound Hana Highway to southbound Hansen Road will increase by 6.2 seconds per vehicle, but the estimated 95th percentile queue will only increase by two vehicles. This implies that the impacts of project-generated traffic on the westbound to southbound left turns will be negligible during the morning peak hour.

During the afternoon peak hour, all controlled movements will operate at Level-of-Service F, without and with project generated traffic. The estimated volume of the northbound to westbound left turn is negligible. The delay to the westbound to southbound left turns will increase 13.1 seconds per vehicle but the 95th percentile queue lengths will be negligible. The approach volumes along Hansen Road to Hana Highway are relatively low volumes. The volumes are not large enough to satisfy the warrants for a traffic signal.

At the intersection of Hansen Road at Old Puunene Avenue, only right turns will be allowed from the project site onto Hansen Road. All movements at this intersection will operate at Level-of-Service D, or better, during the morning peak hour. During the afternoon peak hour, the westbound left turn will operate at Level-of-Service E. All other movements will operate at level-of-Service A or B.

In conclusion, a separate left turn lane shall be provided for vehicles turning left from northbound Hansen Road at the MEO Main Driveway. A significant percentage of vehicles generated by the project will be buses; therefore it is recommended that the left turn storage lane be long enough to accommodate a minimum of two buses, which would make the minimum length 90 feet.

5. Electrical and Telephone

Existing Conditions. Existing overhead utility lines traverse the project site along the southern boundary. Overhead electrical and telephone lines along the east side of the Mokulele Highway, front the project site.

Potential Impacts and Mitigation Measures. The proposed electrical, telephone and cable TV distribution systems for the subject project will be installed underground from the existing facilities.

IV. RELATIONSHIP TO GOVERNMENTAL PLANS, POLICIES AND CONTROLS

A. STATE LAND USE LAW

Chapter 205, Hawaii Revised Statutes, relating to the Land Use Commission, establishes four land use districts into which all lands in the State are classified. These districts are Urban, Rural, Agricultural, and Conservation. The project site is within the Urban District (approximately 7.6 acres) and the Agricultural District (approximately 2.4 acres). (**See:** Figure No. 4)

The applicant, MEO, is seeking a State Land Use District Boundary Amendment from the Agricultural District to the Urban District for a portion of the project site. Within the Urban District, the County of Maui will determine the permitted uses through its zoning authority.

Pursuant to § 15-15-18, Land Use Commission Rules, Subchapter 2, Standards for determining "U" Urban District Boundaries, the proposed request is consistent with the following standards:

1. *It shall include lands characterized by "city-like" concentrations of people, structures, streets, urban level services and other related land uses;*

Analysis: The project site is located within Kahului, a major urban center on the island of Maui and at the hub of highways and roadways to other regions of the island served by MEO Transportation. The project site is adjacent to the planned Maui Business Park, Phase 2, and the existing Maui Business Park, Phase 1, and other commercial and light industrial developments along Dairy Road.

2a. Proximity to centers of trading and employment except where the development would generate new centers of trading and employment.

Analysis: The project site is adjacent to lands in the State Urban District existing or planned for light industrial development along the Dairy Road and Hookele Street corridors. Most of the project site is already classified in the State Urban District, as it was previously in residential housing, as part of the former plantation town of Puunene.

2b. Availability of basic services such as schools, parks, wastewater systems, solid waste disposal, drainage, water, transportation systems, public utilities, and police and fire protection; and

Analysis: The project site is located within the major urban center of Kahului with available public services, facilities and infrastructure. The proposed project will not result in substantial population increase and demands on basic public services.

2c. Sufficient reserve areas for foreseeable urban growth:

Analysis: The Wailuku-Kahului Community Plan includes a land use plan to guide the long-term development of the region. The plan provides for reserve areas for urban growth, and Maui County Code provides a process to review community plan amendments, in order to consider expansion of urban growth areas on an as needed basis. The proposed MEO Transportation Center is compatible with surrounding light and heavy industrial land uses, as defined in the Wailuku-Kahului Community Plan.

3. It shall include lands with satisfactory topography, drainage, and reasonably free from the danger of any flood, tsunami, unstable soil condition, and other adverse environmental effects;

Analysis: The project site is relatively flat and not prone to flooding, tsunami, unstable soil conditions and other environmental constraints. The site is very suitable for urban development.

4. Land contiguous with existing urban areas shall be given more consideration than non-contiguous lands, and particularly when indicted for future urban use on state or county general plans.

Analysis: A substantial portion of the project site is within the State Urban District. Also, the project site is contiguous with lands in the State Urban District to the north and south.

5. It shall include lands in appropriate locations for new urban concentrations and shall give consideration to areas of urban growth as shown on the state and county general plans

Analysis: According to the "Maui Economic Opportunity Multi-Function Transportation Center Master Plan (April 1, 2005)", six (6) sites were evaluated for the proposed MEO Transportation Center. The site near the A&B Sugar Museum was selected as the preferred location due to proximity to existing operations; relatively small impact on operational costs; adequate size to accommodate the long term program; good highway access to the site; close proximity to available utilities; compatibility with adjacent land uses; and the opportunity to reuse an existing disturbed site. As previously noted, the project site is located within an area designated for urban growth, in accordance with the adopted Wailuku-Kahului Community Plan.

6. *A) It may include lands which do not conform to the standards in paragraphs 1 to 5: When surrounded by or adjacent to existing urban development:*

   B) Only when those lands represent a minor portion of this district;

Analysis: The proposed project conforms to the standards in paragraphs 1 through 5, as previously discussed.

7. *It shall not include lands, the urbanization of which will contribute toward scattered spot urban development, necessitating unreasonable investment in public infrastructure or support services; and*

Analysis: The proposed transportation center will not contribute towards scattered, spot urban development. The project site is contiguous with lands in the State Urban District and designated for urban development in the adopted Wailuku-Kahului Community Plan.

8. *It may include lands with a general slope of twenty percent or more if the commission finds that those lands are desirable and suitable for urban purposes and that the design and construction controls, as adopted by any federal, state or county agency, are adequate to protect public health, welfare, safety and the public's interest in the aesthetic quality of the landscape.*

Analysis: The project site is relatively flat with an average slope of approximately 1.5%. The design and construction of the proposed MEO Transportation Center will comply with County grading, drainage, building, electrical, plumbing and other requirements and State Department of Health requirements during the subsequent construction permit reviews. The perimeter of the site will be landscaped with tree plantings to soften the visual impact of the project.

B. GENERAL PLAN OF THE COUNTY

The General Plan of the County of Maui (1990 Update) provides long-term goals, objectives, and policies directed toward improving living conditions in the County. As stated in the Maui County Charter:

> *"The purpose of the General Plan is to recognize and state major problems and opportunities concerning the needs and the development of the County and the social, economic and environmental effects of such development and set forth the desired sequence, patterns and characteristics of future development."*

The proposed action is consistent with the following General Plan objectives and policies.

Land Use

Objective 2: *To use the land within the County for the social and economic benefit of all the County's residents.*

Analysis: The proposed MEO Transportation Center will support the continuation of a needed service for residents of Maui, namely, transportation for the elderly, low income, youth, and persons with special needs that began in 1969. The new facility will provide for a centralized facility in Central Maui with access to major roadways and highways to all regions of the island. Importantly, the MEO Transportation service provides residents with special needs, the opportunity for access to community resources, a sense of independence and an improved quality of life.

Urban Design

Objective 1: *To see that all developments are well designed and are in harmony with their surroundings.*

Policies

a. Require that appropriate principles of urban design be observed in the planning of all new developments.

b. Encourage expansion in the process to require all non single-family development to be reviewed by the Urban Design Review Board.

Analysis: The proposed project reflects a style of architecture compatible with commercial and light industrial developments in the nearby Maui Business Park and along Dairy Road. Also, energy conservation design and construction will be incorporated, as feasible, including photovoltaic panels, skylights for internal lighting, and natural ventilation in the Bus Maintenance Building.

Transportation

Objective 1: *To support an advanced and environmentally sensitive transportation system which will enable people and goods to move safely, efficiently and economically.*

Policies

e. Support the development of specialized transportation systems for the young, the elderly, and the handicapped when such systems do not unfairly shift the burden of cost to others.

Analysis: MEO Transportation began in 1969 and provides services for the elderly, low income, youth and persons with disabilities and special needs. The proposed MEO Transportation Center will allow for continued services and the opportunity to expand as the demand arises. The site is sufficiently large to meet long-term program needs, and the centralization of transportation facilities will keep operating costs down.

Special Programs

Objective 1.*To create a community in which the needs of all segments of the population will be recognized and met.*

Policies

a. Provide a variety of services and programs that meet the special needs of recent immigrants and of the young, the elderly and handicapped.

Analysis: MEO has been operating for over 42 years to meet the social needs of the Maui County community. The proposed Transportation Center is one of a number of services provided by this non-profit organization to improve the quality of life for residents with special needs, including the youth, the elderly, the disadvantaged and persons with disabilities.

C. WAILUKU- KAHULUI COMMUNITY PLAN

Maui County has adopted nine (9) community plans to guide the long range development of these regions. Each Community Plan examines the conditions and needs of the planning region and outlines objectives, policies, planning standards and implementing actions to guide future growth and development, in accordance with the Maui County General Plan. Each community plan serves as a relatively detailed agenda for implementing the broad General Plan themes, objectives and policies.

The current Wailuku- Kahului Community Plan was updated on June 5, 2002 by Ordinance No. 3061. The project site is located within a portion of Kahului designated for Light Industrial and Heavy Industrial uses in the Wailuku- Kahului Community. Approximately 9.25 acres is designated for Agriculture and .75 acres for Heavy Industrial (**See:** Figure No. 5 Wailuku-Kahului Community Plan Map)

The Community Plan Amendment from Agriculture and Heavy Industrial to Light Industrial for the proposed MEO Transportation Center is consistent with the following Wailuku-Kahului Community Plan objectives, policies, and standards:

On page 6, of the Wailuku-Kahului Community Plan (C. Circulation, Parking and Access for the Elderly, Persons with Disabilities, Pedestrians and Bicyclists.) is identified as a Major Problem for the region. The proposed MEO Transportation Center will continue to provide service for this segment of the population with the opportunity for expanded service to meet future needs.

Additionally on page 7, (e. Elderly and Young Persons), the community plan acknowledges that there will be an increase demand for services to accommodate the elderly, pre-school-aged children, and young persons. The proposed Transportation Center will address future demand for transportation services for the elderly, the youth, the low income, and persons with disabilities and special needs.

On page 10 of the Wailuku-Kahului Community Plan, Transportation is identified as an Interregional issue. Interregional issues are issues,

which affect other regions or require a Countywide or island wide approach. On Maui, MEO Transportation serves all regions of the island, including Wailuku-Kahului, Paia-Haiku, UpCountry, East Maui, South Maui and West Maui.

ECONOMIC ACTIVITY

Goal

A stable and viable economy that provides opportunities for growth and diversification to meet long-term community and regional needs and in a manner that promotes agricultural activity and preserves agricultural lands and open space resources.

Analysis: MEO Transportation services contribute to long-term community and regional needs by assisting residents with special needs to achieve mobility, access to community resources and improved quality of life. The removal of the small portion of the project site in the State Agricultural District will not substantially impact sugar cane production or agricultural production, in general, on the island of Maui.

SOCIAL INFRASTRUCTURE

Goal

Develop and maintain an efficient and responsive system of public services which promote a safe, healthy, and enjoyable lifestyle, accommodates the needs of young, elderly, disabled and disadvantaged persons, and offers opportunities for self improvement and community well-being.

Social Services/Health

Objectives and Policies

4. Continue to assess the social needs in the community and facilitate a coordinated response in the delivery of social services and programs for young, elderly, disabled and disadvantaged persons.

Analysis. MEO is a non-profit organization that provides a range of social services for residents in the community with special needs, including the elderly, low income, youth, and persons with disabilities. Transportation service is a major part of MEO's mission to support community well being on the islands of Maui, Molokai and Lanai.

Other MEO services include Community Services (a human service case management and referral program for low-income individuals and families); Employment and Training; Early Childhood Services (Head Start preschool, Infant/Toddler, and family services for low income families); Youth Services (teens and pre-teens); BEST Reintegration Program (serving persons returning from prison); Micro-Enterprise (business development through entrepreneurial training and small business loan program); and advocacy, including affordable housing and eradication of poverty.

INFRASTRUCTURE

Goal

Timely and environmentally sound planning, development and maintenance of infrastructure systems which serve to protect and preserve the safety and health of the region's residents, commuters, and visitors through the provision of clean water, effective waste disposal and drainage systems, and efficient transportation systems which meet the needs of the community.

Transportation

Objectives and Policies

4. Support private efforts to expand public transit service, with an emphasis on service to the Kahului Airport and Wailuku Civic Center. Future growth in population will warrant and expanded public transportation system.

Analysis. MEO Transportation services are an important part of Maui's infrastructure, namely, an efficient transportation system serving the needs of the elderly, the youth, low income residents, and persons with disabilities. The proposed project is centrally located in the major urban center of Kahului and at the hub of major roadways and highways to all regions of the island. The site is also within close proximity to public services, facilities and other infrastructure.

URBAN DESIGN

Goal

An attractive and functionally integrated.

Objectives and Policies

7. Buffer public and quasi-public facilities and light-heavy industrial/Commercial type facilities from adjacent residential uses with appropriate landscape planting.

Analysis. The proposed MEO Transportation Center is not adjacent to residential uses. The site is located in the vicinity of the existing HC&S Sugar Mill and Maui Business Park Phase 2. The Landscape Plan incorporates a landscape buffer between Old Puunene Road and the project site to soften the appearance of the proposed project. (**See:** Figure No. 12 Landscape Plan)

D. MAUI COUNTY ZONING

The applicant, MEO, Inc. is requesting a Change in Zoning from Agriculture District to M-1 Light Industrial District, in order to develop and operate a new transportation center in Central Maui. The proposed project includes a transfer station; 3-story administration building; future 3-story office building; bus maintenance building; bus, mini-bus, van and automobile parking and storage areas; bus wash facilities and fueling stations; emergency generator; and related improvements.

The proposed MEO Transportation Center relates to the following requirements of the M-1 Light Industrial District, pursuant to MCC Chapter 19.24, and Off-street Parking and Loading, pursuant to MCC Chapter 19.36:

Standard	Required/Allowable	Proposed	Comment
Permitted Use	- Included are allowable uses in the B-1, B-2 and B-3 Business Districts - Allowed: parking lots, repair shops and garages; painting and steam cleaning; storage yards; business offices and agencies; machine shop.	Transportation Center that includes repair and maintenance facilities for MEO's fleet of buses, vans and other vehicles; storage areas; and offices.	The proposed project is permitted in the M-1 Light Industrial District.
Height regulations	4 stories or 48 feet, provided that the height shall not exceed one and one-half times the width of the widest street which it fronts.	3 stories and 46 feet	The parcel does not front a public street. The proposed project complies with height regulations.
Area regulations	Minimum lot size of 7,500 square feet and an average width of 65 feet.	10.041 acres or 437,386 square feet	The proposed project complies with area regulations.
Yard spacing • Front • Side • Rear	• None • 10 feet • 10 feet	• 33 feet • 23 feet • 106 feet	The proposed project complies with yard spacing regulations.
Off-Street Parking and Loading	- 234 stalls (See Appendix J, Parking Analysis)	- 304 stalls (165 automobile and 139 stalls for bus/mini-bus/van parking)	The proposed project complies with parking requirements.

E. Coastal Zone Management

The project site is not located within the Special Management Area (SMA) boundary, pursuant to HRS Chapter 205 A and the Special Management Area Rules for the Maui Planning Commission (Chapter 202). However, the following is a review of the proposed action, in accordance with the objectives, policies, and guidelines, pursuant to HRS Chapter 205A-2.

1. Recreational Resources

Objective: Provide coastal recreational resources accessible to the public.

Policies:

(a) Improve coordination and funding of coastal recreational planning and management; and

(b) Provide adequate, accessible, and diverse recreational opportunities in the coastal zone management area by:

(i) Protecting coastal resources uniquely suited for recreational activities that cannot be provided in other areas;

(ii) Requiring replacement of coastal resources having significant recreational value, including but not limited to surfing sites, fishponds, and sand beaches, when such resources will be unavoidably damaged by development; or require reasonable monetary compensation to the state for recreation when replacement is not feasible or desirable;

(iii) Providing and managing adequate public access, consistent with conservation of natural resources, to and along shorelines with recreational value;

(iv) Providing an adequate supply of shoreline parks and other recreational facilities suitable for public recreation;

(v) Ensuring public recreational uses of county, state, and federally owned or controlled shoreline lands and waters having standards and conservation of natural resources;

(vi) Adopting water quality standards and regulating point and non-point sources of pollution to protect, and where feasible, restore the recreational value of coastal waters;

(vii) Developing new shoreline recreational opportunities, where appropriate, such as artificial lagoons, artificial beaches, and artificial reefs for surfing and fishing;

(viii) Encourage reasonable dedication of shoreline areas with recreational value for public use as part of discretionary approvals or permits by the land use commission, board of land and natural resources, and county authorities; and crediting such dedication against the requirements of Section 46-6, HRS.

Analysis. The MEO Transportation Center site is located several miles inland of the shoreline and will not directly impact coastal recreational opportunities or affect existing public access to the shoreline.

2. Historical/Cultural Resources

Objective: Protect, preserve and, where desirable, restore those natural and manmade historic and prehistoric resources in the coastal zone management area that are significant in Hawaiian and American history and culture.

Policies:

(a) Identify and analyze significant archeological resources;

(b) Maximize information retention through preservation of remains and artifacts or salvage operations; and

(c) Support state goals for protection, restoration, interpretation, and display of historic structures.

Analysis. The project site was previously disturbed as a residential housing area and later in sugar cane cultivation. There are no known historical or cultural resources on the subject property. During construction, the contractor will be required to stop work immediately and contact the State Historic Preservation Division, in the event that unanticipated archaeological and cultural remains are discovered.

3. Scenic and Open Space Resources

Objective: Protect, preserve and, where desirable, restore or improve the quality of coastal scenic and open space resources.

Policies:

(a) Identify valued scenic resources in the coastal zone management area;

(b) Ensure that new developments are compatible with their visual environment by designing and locating such developments to minimize the alteration of natural landforms and existing public views to and along the shoreline;

(c) Preserve, maintain, and where desirable, improve and restore shoreline open space and scenic resources; and

(d) Encourage those developments that are not coastal dependent to locate in inland areas.

Analysis. The MEO Transportation site is not located along the shoreline and will not impact coastal scenic and open space resources. The MEO Transportation Center property will be screened from the Mokulele Highway with landscape planting to soften the light industrial nature of the proposed project.

4. Coastal Ecosystems

Objective: Protect valuable coastal ecosystems, including reefs, from disruption and minimize adverse impacts on all coastal ecosystems.

Policies:

(a) Exercise an overall conservation ethic, and practice stewardship in the protection, use, and development of marine and coastal resources;

(b) Improve the technical basis for natural resource management;

(c) Preserve valuable coastal ecosystems, including reefs, of significant biological or economic importance;

(d) Minimize disruption or degradation of coastal water ecosystems by effective regulation of stream diversions, channelization, and similar land and water uses, recognizing competing water needs; and

(e) Promote water quantity and quality planning and management practices that reflect the tolerance of fresh water and marine ecosystems and maintain and enhance water quality through the development and implementation of point and non-point source water pollution control measures.

Analysis. No direct impacts to the coastal or marine environment are anticipated. Appropriate Best Management Practices (BMP) will be utilized during grading and grubbing to ensure that there is no substantial adverse impact to coastal ecosystems. The proposed MEO Transportation Center drainage system will be designed, in accordance with applicable State and County requirements (e.g. grading; drainage; NPDES) and to retain onsite the additional storm water runoff generated by the project.

5. Economic Use

Objective: Provide public or private facilities and improvements important to the State's economy in suitable locations.

Policies:

(a) Concentrate coastal dependent development in appropriate areas;

(b) Ensure that coastal dependent development such as harbors and ports, and coastal related development such as visitor facilities and energy generating facilities, are located, designed, and constructed to minimize adverse social, visual, and environmental impacts in the coastal zone management area;

(c) Direct the location and expansion of coastal dependent developments to areas presently designated and used for such development and permit reasonable long-term growth at such areas, and permit coastal dependent development outside of presently designated areas when:

(i) Use of presently designated locations is not feasible;

(ii) Adverse environmental impacts are minimized; and

(iii) The development is important to the State's economy.

Analysis. The proposed MEO Transportation Center is not a coastal dependant development and is located several miles inland of the shoreline and outside of the SMA boundaries.

The location of the proposed MEO Transportation Center was based on a site selection study. The "Maui Economic Opportunity Multi-Function Transportation Center Master Plan" (April 1, 2005) considered six (6) alternative sites. The site near the A&B Sugar Museum was selected as the preferred location, due to proximity to existing

operations; relatively small impact on operational costs; adequate size to accommodate the long term program; good highway access to the site; close proximity to available utilities; compatibility with adjacent land uses; and the opportunity to reuse an existing disturbed site.

The project site is sufficiently large to accommodate the long-term program needs of MEO Transportation to meet future public demand. Also, the project site is compatible with surrounding light and heavy industrial uses, in accordance with the adopted Wailuku-Kahului Community Plan.

6. Coastal Hazards

Objective: Reduce hazard to life and property from tsunami, storm waves, stream flooding, erosion, subsidence and pollution.

Policies:

(a) Develop and communicate adequate information about storm wave, tsunami, flood, erosion, subsidence, and point and non-point source pollution hazards;

(b) Control development in areas subject to storm wave, tsunami, flood, erosion, subsidence, and point and non-point pollution hazards;

(c) Ensure that developments comply with requirements of the Federal Flood Insurance Program; and

(d) Prevent coastal flooding from inland projects.

Analysis. The proposed MEO Transportation Center is not on the shoreline and is not likely to be impacted by tsunami or storm waves. The project site is reasonably free from danger of flood, unstable soil conditions and other adverse environmental conditions.

The proposed MEO Transportation Center drainage system will be designed, in accordance with drainage standards of the County of Maui to ensure that surface runoff from the site will not adversely affect downstream properties.

7. Managing Development

Objective: Improve the development review process, communication, and public participation in the management of coastal resources and hazards.

Policies:

(a) Use, implement, and enforce existing law effectively to the maximum extent possible in managing present and future coastal zone development;

(b) Facilitate timely processing of applications for development permits and resolve overlapping of conflicting permit requirements; and

(c) Communicate the potential short and long-term impacts of proposed significant coastal developments early in their life cycle and in terms understandable to the public to facilitate public participation in the planning and review process.

Analysis. The proposed MEO Transportation Center will be subject to an extensive public and agency review process by the filing and concurrent processing of the following applications:

a. HRS Chapter 343 Environmental Assessment Review
b. Community Plan Amendment
c. State Land Use District Boundary Amendment
d. County Change in Zoning

The proposed project has been publicized in newspapers of local and State-wide circulation and to the employees and volunteer of the MEO organization.

8. Public Participation

Objective: Stimulate public awareness, education, and participation in coastal management.

Policies:

(a) Promote public involvement in coastal zone management processes;

(b) Disseminate information on coastal management issues by means of educational materials, published reports, staff contact, and public workshops for persons and organizations concerned with coastal issues, developments, and government activities; and

(c) Organize workshops, policy dialogues, and site-specific medications to respond to coastal issues and conflicts.

Analysis. Opportunities for public participation will be afforded during the public reviews of the HRS Chapter 343 Environmental

Assessment and the applications for Community Plan Amendment, State District Boundary Amendment, and Change in Zoning before the Maui Planning Commission and the Maui County Council.

9. Beach Protection

Objective: Protect beaches for public use and recreation.

Policies:

(a) Locate new structures inland from the shoreline setback to conserve open space, minimize interference with natural shoreline processes, and minimize loss of improvements due to erosion;

(b) Prohibit construction of private erosion-protection structures seaward of the shoreline, except when they result in improved aesthetic and engineering solutions to erosion at the sites and do not interfere with existing recreational and waterline activities; and

(c) Minimize the construction of public erosion-protection structures seaward of the shoreline.

Analysis. The proposed MEO Transportation site is located a significant distance from the shoreline and therefore will not have adverse impacts on beaches, natural shoreline processes, or existing recreational and waterline activities. Appropriate BMP's will be utilized during grading, grubbing and construction activities to ensure that there is no substantial, adverse impact to coastal ecosystems.

10. Marine Resources

Objective: Promote the protection, use, and development of marine and coastal resources to assure their sustainability.

Policies:

(a) Ensure that the use and development of marine and coastal resources are ecologically and environmentally sound and economically beneficial;

(b) Coordinate the management of marine and coastal resources and activities to improve effectiveness and efficiency;

(c) Assert and articulate the interests of the State as a partner with federal agencies in the sound management of ocean resources within the United States exclusive economic zone;

(d) Promote research, study, and understanding of ocean processes, marine life, and other ocean resources in order to acquire and inventory information necessary to understand how ocean development activities relate to and impact upon ocean and coastal resources; and

(e) Encourage research and development of new, innovative technologies for exploring, using, or protecting marine and coastal resources. [L 1977, c 188, pt of §3; am L 1993, c 258, §1; am L 1994, c 3, §1; am L 1995, c 104, §5; am L 2001, c 169, §3]

Analysis. No direct impacts to the coastal or marine environment are anticipated as the project is located inland. The proposed MEO Transportation Center is located several miles inland of the shoreline and will not involve the use or development of marine and coastal resources.

The project will include mitigation measures and BMPs aimed at protecting the surrounding environment, including the installation of dust/silt fencing, watering for dust control, promptly vegetating bared areas, and controlling dust from equipment by covering truckloads. The grading plan and BMPs will be subject to subsequent review and approval by the Department of Public Works (grading and grubbing permit) and the State Department of Health (NPDES permit).

In addition to the foregoing objectives and policies, SMA permit review criteria pursuant to Act 244 (2005) provides that:

No special management area use permit or special management area minor permit shall be granted for structures that allow artificial light from floodlights, uplights, or spotlights used for decorative or aesthetic purposes when the light:

(a) Directly illuminates the shoreline and ocean waters; or

(b) Is directed to travel across property boundaries toward the shoreline and ocean waters.

Analysis. The proposed project will not directly illuminate the shoreline or ocean waters nor cause light to be directed across property boundaries in that direction.

F. Environmental Assessment Significance Criteria

In accordance with Title 11, Department of Health, Chapter 200 and Subchapter 6, Section 11-200-12, Environmental Impact Statement Rules, and based on the analysis contained herein, the proposed actions relates to the Significance Criteria, as follows:

1. **The proposed action will *not* result in an irrevocable commitment to loss or destruction of natural or cultural resources.**
   Analysis. As previously noted, the proposed project will not involve the loss or destruction of any natural or cultural resources (See Section III.A.B.C).

2. **The proposed action will *not* curtail the range of beneficial uses of the environment.**
   Analysis. The subject property was formerly used for residential housing and sugar cane cultivation and is now vacant. There are no known rare or endangered species present at the project site. The proposed light industrial use is compatible with planned light industrial development at the adjacent Maui Business Park, Phase 2, and development in the surrounding area along the Dairy Road/ Hookele Street corridor. The proposed Transportation facility will not interfere with nearby HC&S mill operations. The proposed action will not curtail the range of beneficial uses of the environment.

3. **The proposed action will *not* conflict with State or County long-term environmental policies and goals as expressed in Chapter 344, HRS.**

   Analysis. The proposed project is compatible with surrounding land uses in the State Urban District, in relation to the adopted Wailuku-Kahului Community Plan. The proposed project will be subject to extensive public review and comment, as part of the county's land use approval process. Subsequently, the proposed project will be subject to more detailed review of construction plans, in conjunction with grading, grubbing, building and other construction permit approvals. All of these requirements are part of the State's comprehensive management system under its approved Federal Coastal Zone

Management Program to insure that proposed actions do not conflict with State or County long-term environmental policies and goals.

4. **The proposed action will *not* substantially affect the economic or social welfare and activities of the community, county or state.**

   Analysis. The MEO Transportation services currently enhance the economic and social welfare and activities of the community and County by supporting the needs of the elderly, the youth, low income residents, and persons with disabilities for safe, convenient and efficient access to community resources. The proposed MEO Transportation Center will provide for continued services in a centralized facility with the opportunity for expansion into the future and efficient delivery of services.

5. **The proposed action will *not* substantially affect public health.**

   Analysis. The proposed project will provide for continued access to public health services by the elderly and persons with disabilities and special needs.

6. **The proposed action will *not* result in substantial secondary impacts.**

   Analysis. The proposed project will not result in significant population increase, demands for housing, and burdens on public services and facilities. Planned roadway improvements to the Kahului Airport and the extension of Hookele Street and other improvements will improve traffic circulation in the area.

7. **The proposed action will *not* involve substantial degradation of environmental quality.**

   Analysis. Mitigation measures will be implemented during the construction phase, in order to minimize dust, noise and soil erosion. The project site is located several miles from the shoreline and significant impacts on shoreline and coastal resources are unlikely. The project will comply with County building and grading requirements and BMPs will be developed to minimize the discharge of petroleum products into the ground and other industrial related impacts. The project will include an onsite drainage system designed to retain

additional runoff generated by the project (See Section III.C.3 for a discussion of drainage). Other environmental resources such as endangered species of flora and fauna, air and water quality, and archeological resources will not be significantly impacted by the subject project.

8. **The proposed project will not produce cumulative impacts and does *not* have considerable effect upon the environment or involve a commitment for larger actions.**

   Analysis. The proposed MEO Transportation Center will not involve a commitment for larger actions, and the impacts of the project have been discussed in this Environmental Assessment document. The proposed transportation facility will replace existing facilities on Kane Street and on Hobron Street in Kahului.

9. **The proposed project will *not* affect a rare, threatened, or endangered species, or its habitat.**

   Analysis. As described in Section III.A.3 of this report, there are no known rare, threatened, or endangered species of flora and fauna at the project site.

10. **The proposed action will *not* substantially or adversely affect air and water quality or ambient noise levels.**

    Analysis. As described in Section III.A.5 and 6 and III.C.3 of this report, there is a potential for negative impacts to air or water quality and ambient noise levels related to short-term construction activities. Air, noise and dust impacts will be mitigated through implementation of standard mitigation measures, as previously discussed in this report. Since MEO is currently operating from facilities in Kahului approximately 2+ miles from the proposed new project site, significantly impacts on air quality and ambient noise levels are not expected during project operation. It is not anticipated that there will be significant long-term impacts on water quality during project operation.

11. **The proposed action will *not* substantially affect or be subject to damage by being located in an environmentally sensitive area, such**

as flood plain, shoreline, tsunami zone, erosion-prone areas, estuary, fresh waters, geologically land or coastal waters.

Analysis. As previously discussed, the project site is not located within an area prone to flooding, unstable soil conditions, tsunami inundation or storm wave damage, and other environmental hazards.

12. The proposed action will *not* substantially affect scenic vistas or view planes identified in county or state plans or studies.

Analysis. The project site is not identified as a scenic vista or view plane in County plans. The proposed project will be similar in architectural character and scale to developments along the Dairy Road and Hookele Street corridors. An extensive landscape buffer along the property's Mokulele Highway frontage is proposed to soften the mass of the maintenance building. The 3-story administrative buildings will be setback at least 400 feet from Mokulele Highway and perimeter tree and hedge plantings will be included as a visual amenity to soften the industrial nature of the project.

13. The proposed action will not require substantial energy consumption

Analysis. Upon build-out of the project, energy consumption will be increased above existing and historic levels of usage in the area, since the project is a more intensive use of the site. As a mass transit operation, MEO Transportation serves to minimize automobile usage by residents. The Bus Maintenance Building will incorporate energy conservation design and construction, including photovoltaic panels, natural ventilation to reduce power consumption, and other energy efficient measures. Based on comments Maui Electric Company, the electrical power demands of the proposed project can be accommodated by the utility's generating system. Thus, it is not anticipated that the resultant increase in energy consumption will be significant in the context of existing levels of energy usage in the region, and on Maui.

V. FINDINGS AND CONCLUSIONS

This environmental assessment has examined the environmental and socio-economic impacts associated with the construction of the proposed MEO Transportation Center, as well as associated on-site infrastructure on property located in Puunene, Kahului, Maui, Hawaii; TMK (2) 3-8-006: portion of 004.

MEO Transportation services began in 1969 with a used van to provide transportation for the elderly. Today, MEO operates 77 buses on Maui and provides transportation services for the elderly, low income, preschoolers, youth, and persons with disabilities and special needs, a total of 283,000 trips in 2007.

Existing administrative offices and maintenance facilities are located in Kahului on leased land at two (2) different locations approximately 2+ miles from the proposed MEO Transportation project site. The existing facilities are inadequate for near and long term expansion of MEO Transportation services.

The analysis concludes that the project would not result in significant adverse environmental impacts to surrounding properties, near shore waters, natural resources, or archaeological and historic resources. With the incorporation of mitigation measures identified in this document, public infrastructure and services including roadways, sewer and water systems, fire protection, and parks will not be significantly impacted by the project. The proposed project will not significantly impact public view corridors and will not produce a significant adverse visual impact.

The Wailuku-Kahului Community Plan designation for the property is Agricultural and Heavy Industrial. The subject property is situated within the State's Urban and Agricultural Districts and is zoned Agriculture District (formerly R-1 Residential District until adoption of Ordinance No. 2749 (1998) establishing zoning standards for the Agricultural District and provisions for automatic rezoning). The site is adjacent to lands zoned M-1 Light Industrial District (Maui Business Park Phase 2) and M-2 Heavy Industrial District.

To develop the project site, the applicant is requesting a Community Plan Amendment from Heavy Industrial and Agriculture to Light Industrial use.

Additionally, the applicant is requesting a State Land Use District Boundary Amendment from Agricultural District to Urban District and a Change in Zoning from Agricultural District to M-1 Light Industrial District. Based upon the findings of this report, the proposed project is in conformance with State and County land use plans and policies, including Chapter 205A, HRS, as well as the policies of Wailuku-Kahului Community Plan and the M-1 Light Industrial District, pursuant to MCC Chapter 19.24, and parking requirements, pursuant to MCC Chapter 19.36.

In light of the foregoing, the proposed project should not result in significant impacts on the environment, and a "Finding of No Significant Impact" (FONSI) is anticipated.

VI. REFERENCES

County of Maui, Office of Economic Development. *Maui County Data Book.* 2005.

County of Maui, Department of Planning. *Wailuku- Kahului Community Plan.* June 5, 2002.

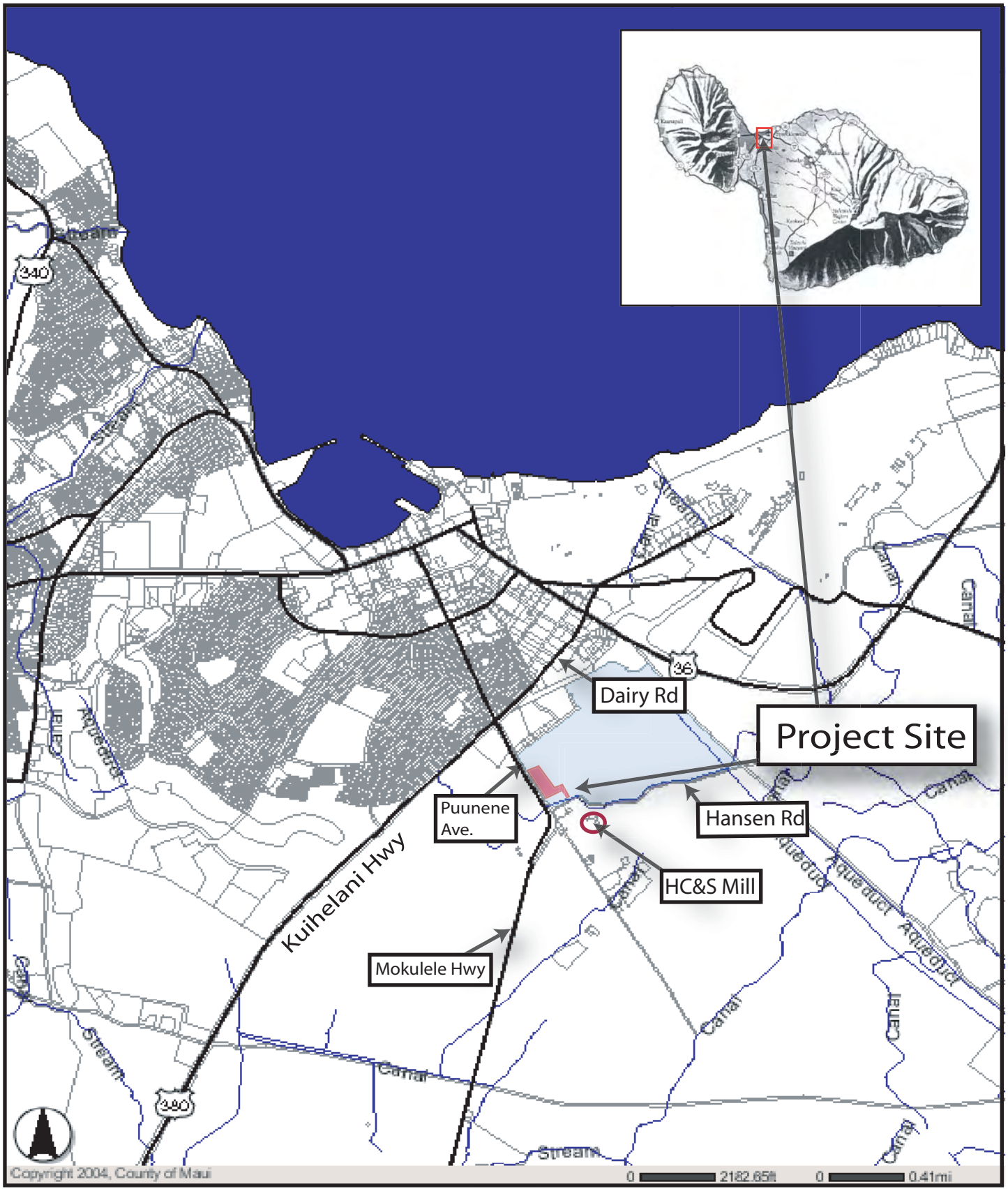
County of Maui, Department of Planning. *The General Plan of the County of Maui, 1990 Update.* 1991.

Federal Emergency Management Agency. *Flood Insurance Rate Map.* Community Panel No. 150003/0255B, June 1, 1981.

R.M. Towill Corporation. *Public Facilities Assessment Update, County of Maui.* March 9, 2007.

U.S. Department of Agriculture, Soil Conservation Service in Cooperation with the University of Hawaii, Agricultural Experiment Station. *Soil Survey of the Islands of Kauai, Oahu, Maui, Molokai, and Lanai, State of Hawaii.* 1972.

FIGURES



MEO Transportation Center

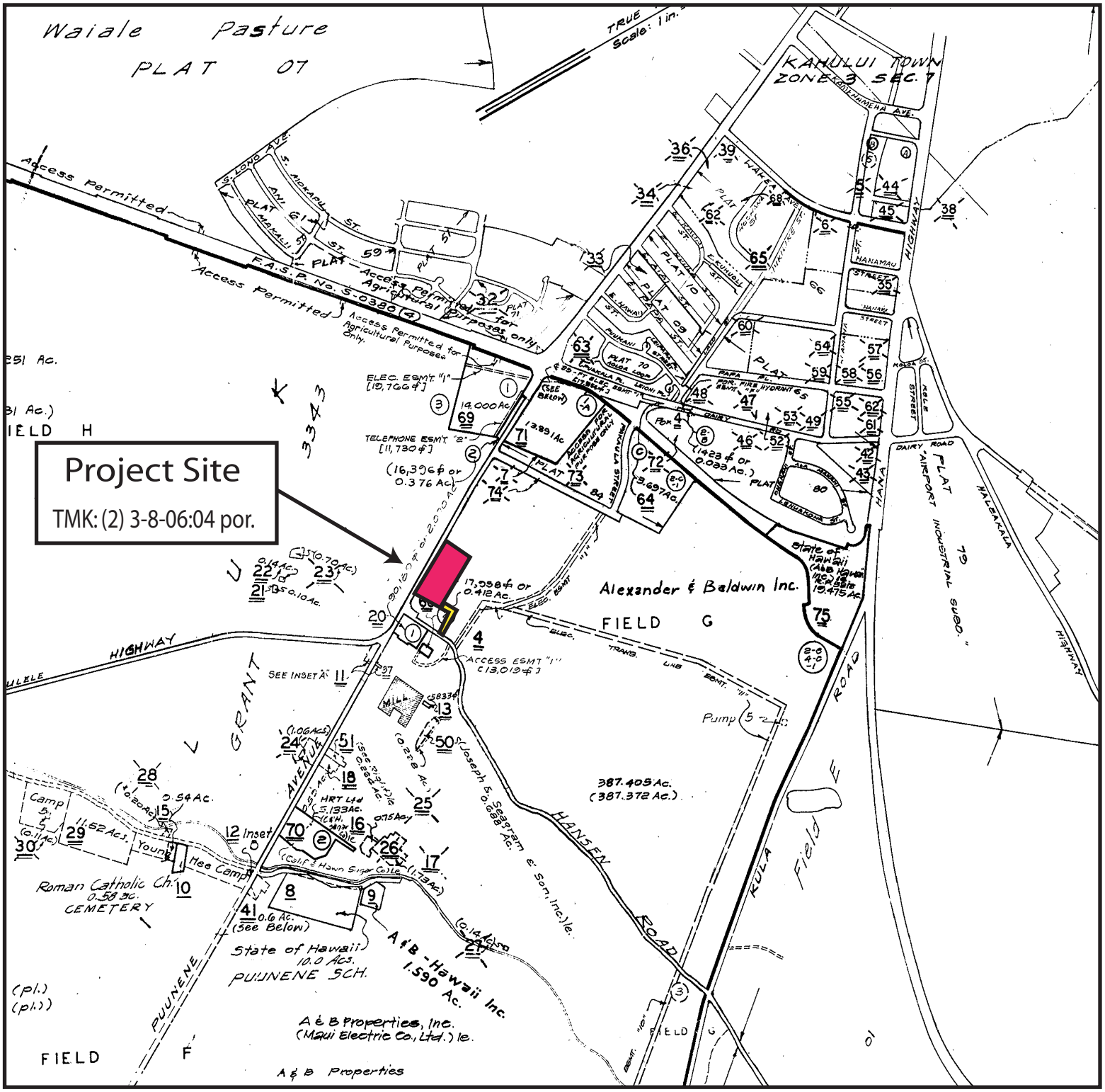
Figure No. 1

May 2006

Regional Location Map

N

CHRIS HART & PARTNERS, INC.



Roadway Easement A-1 (32,153 SF)

Project Site (10.041 acres)

MEO Transportation Center

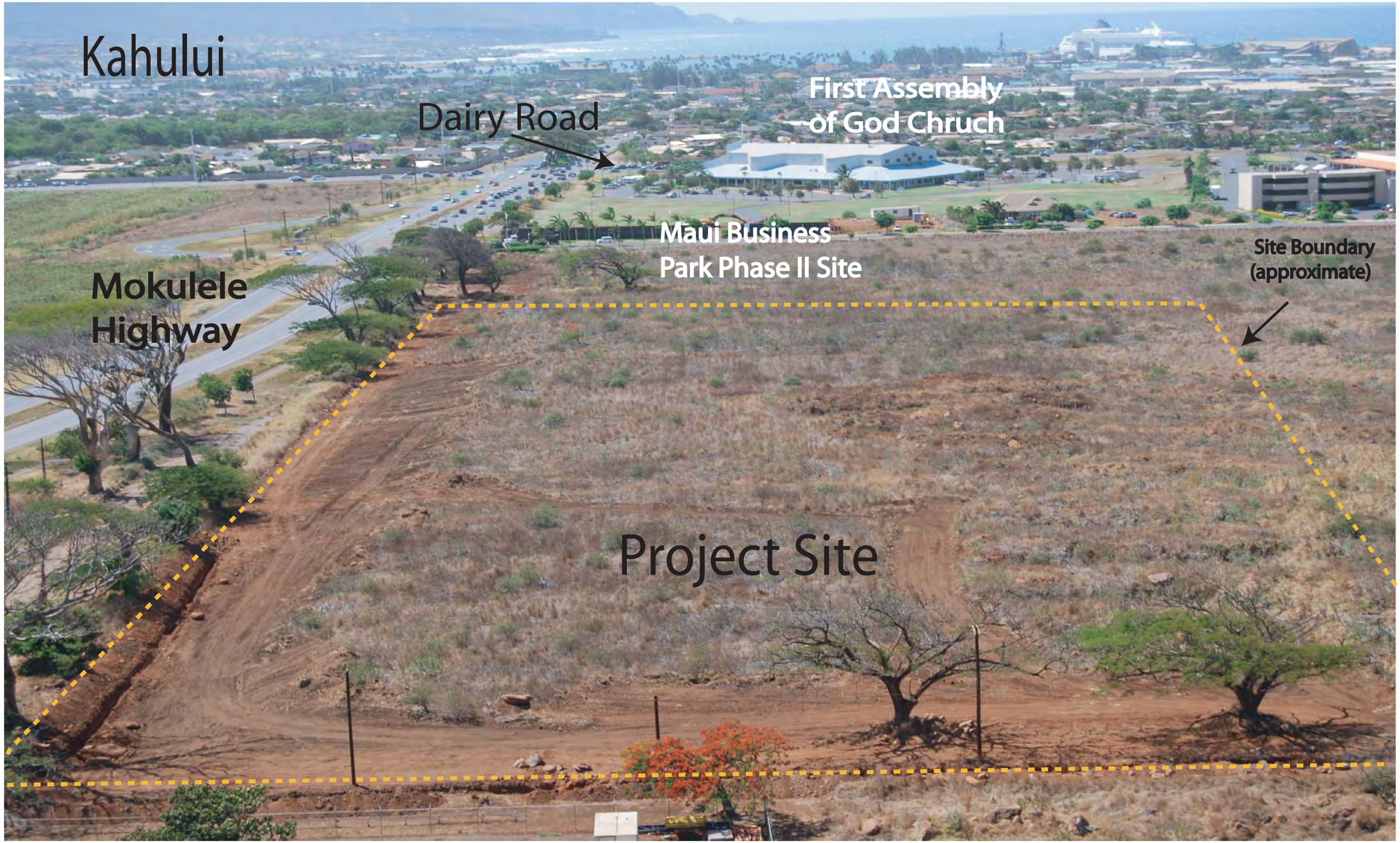
Figure No. 2

May 2006

Tax Map Key

(not to scale)

CHRIS HART & PARTNERS, INC.



MEO Transportation Center

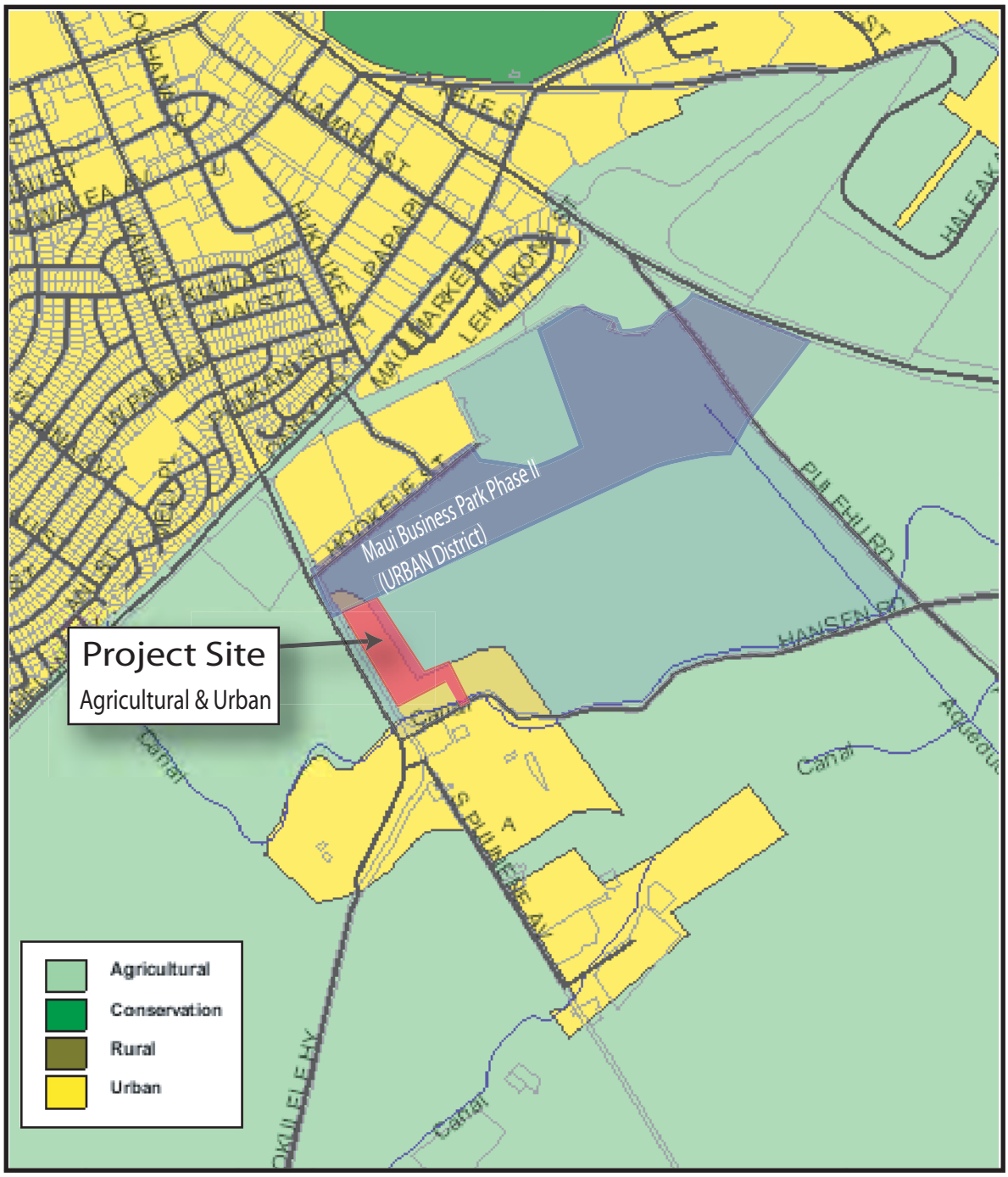
Figure No. 3

Jan. 2008

Aerial Photograph

(not to scale)

CHRIS HART & PARTNERS, INC.



MEO Transportation Center
Figure No. 4

May 2006

State Land Use District Map

(not to scale)

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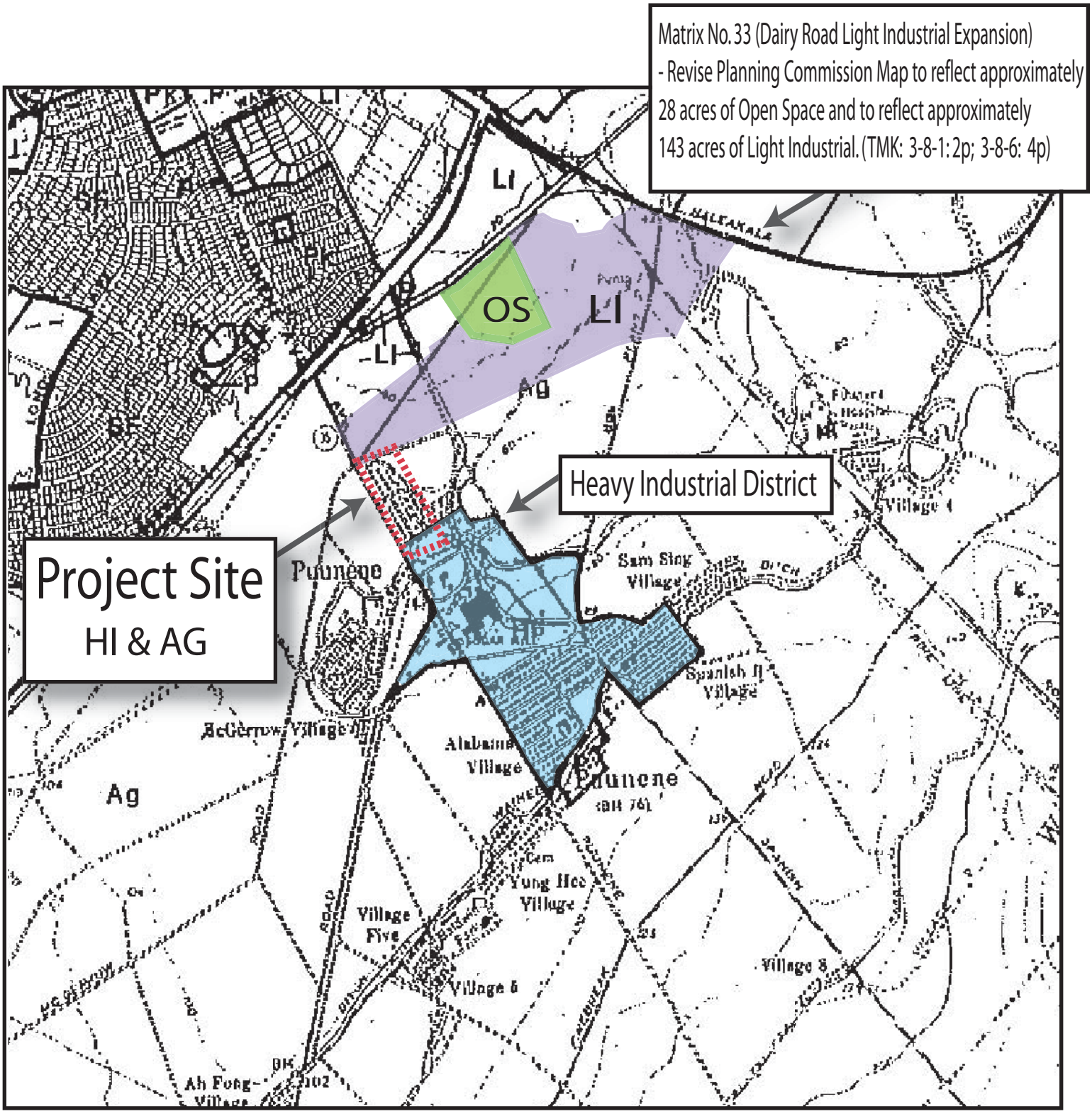


MEO Transportation Center

Figure No. 5

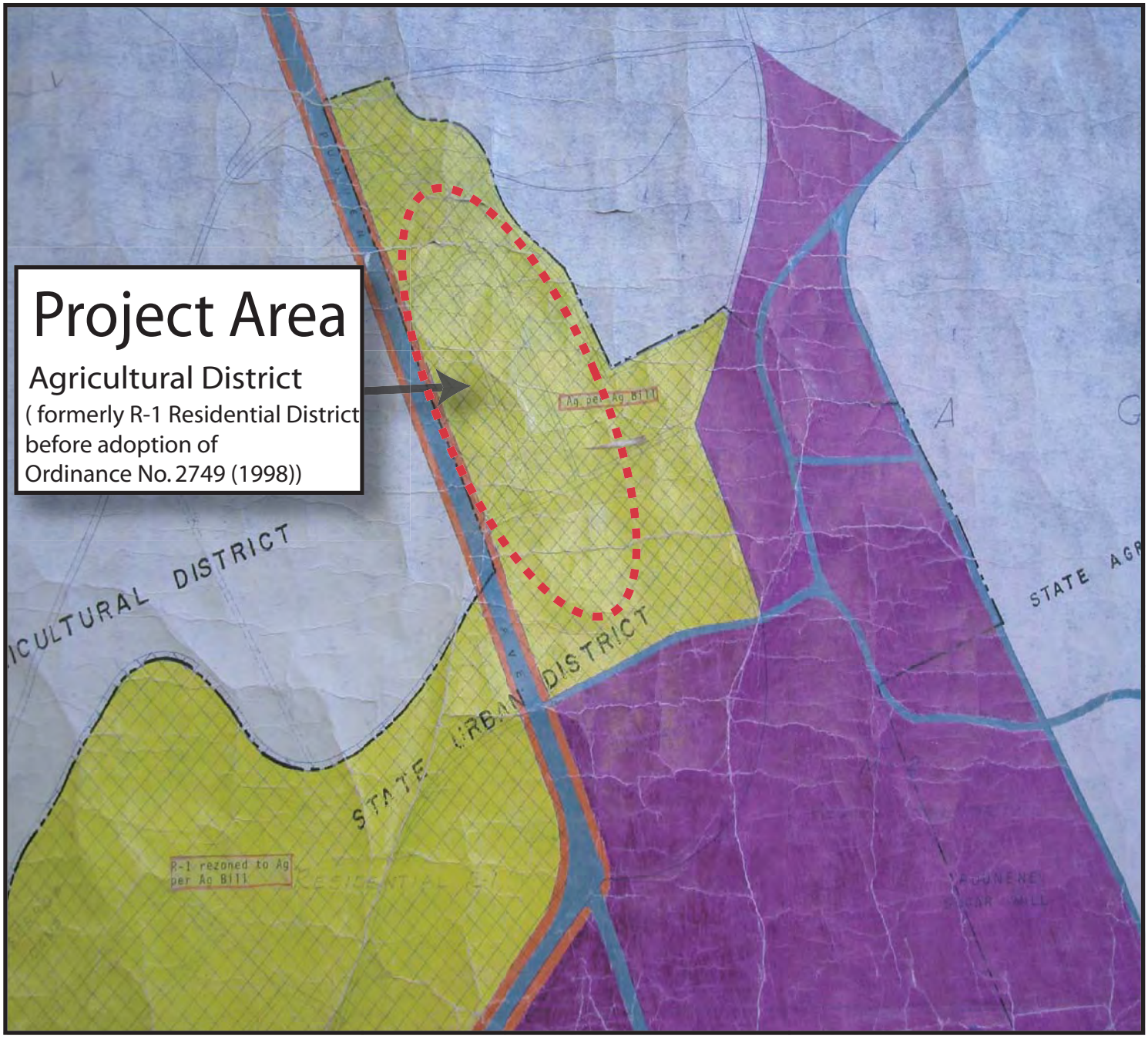
May 2006

Wailuku-Kahului Community Map

(not to scale)

N

CHRIS HART & PARTNERS, INC.



MEO Transportation Center

Figure No. 6

May 2006

Wailuku-Kahului
Zoning Map

(not to scale)

N

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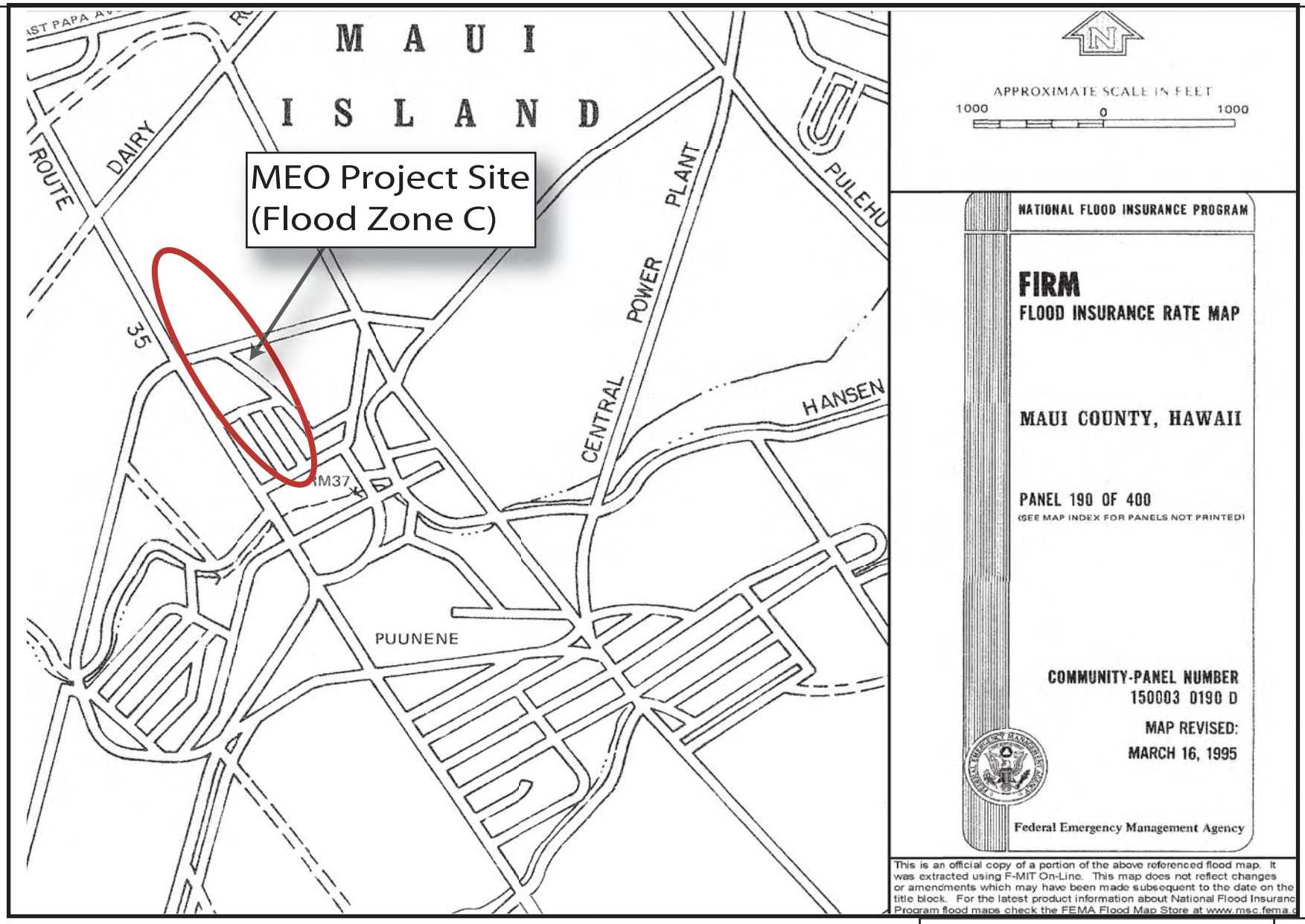


MEO Transportation Center

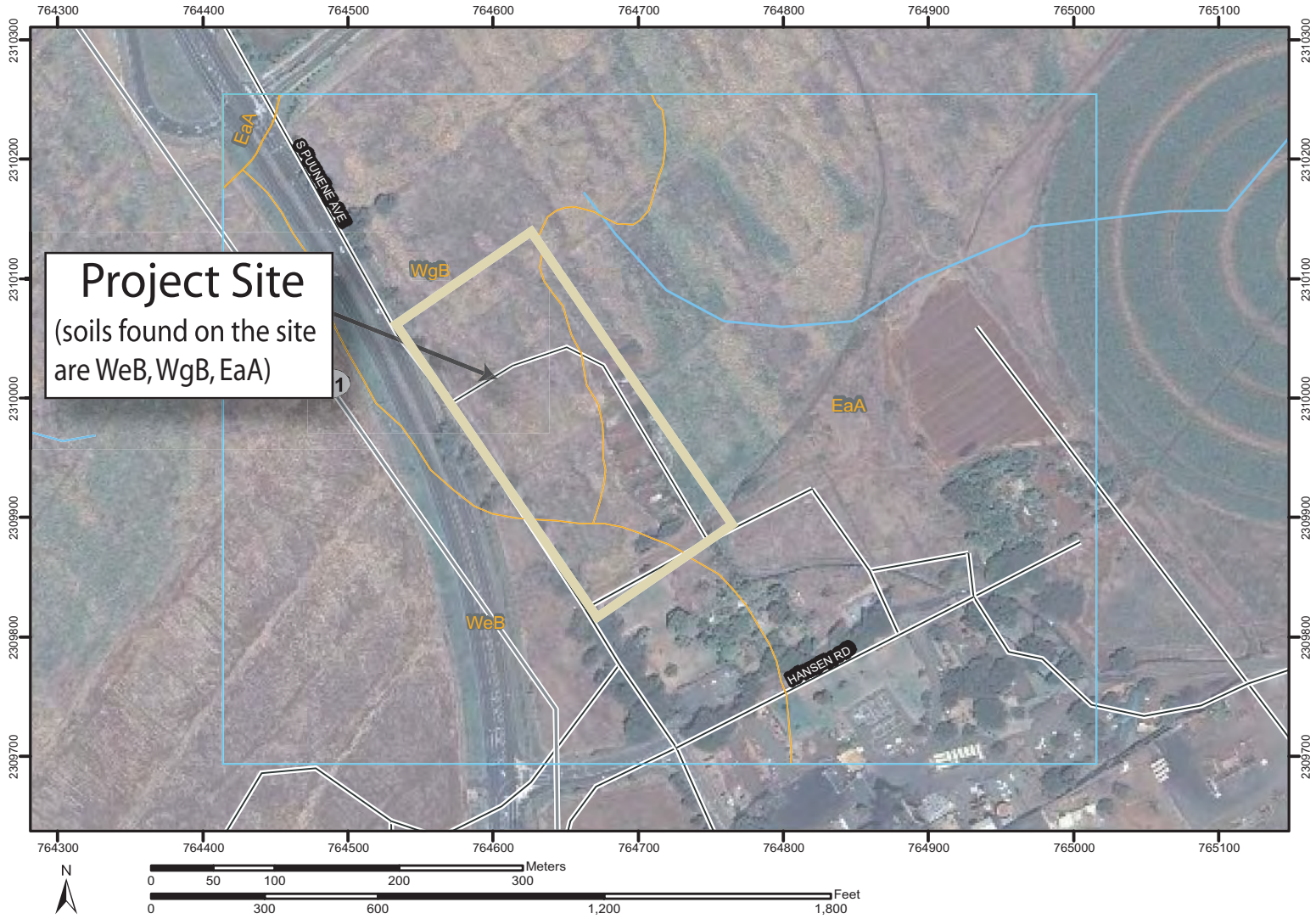
Figure No. 7

May 2006

Flood Insurance Rate Map

(not to scale)

CHRIS HART & PARTNERS, INC.



Natural Resources Conservation Service

Web Soil Survey 2.0
National Cooperative Soil Survey

10/1/2007
Page 1 of 3

MEO Transportation Center

Figure No. 8

Dec. 2007

Soils Map

Project Site Not to Scale

CHRIS HART & PARTNERS, INC.

MEO Transportation Center

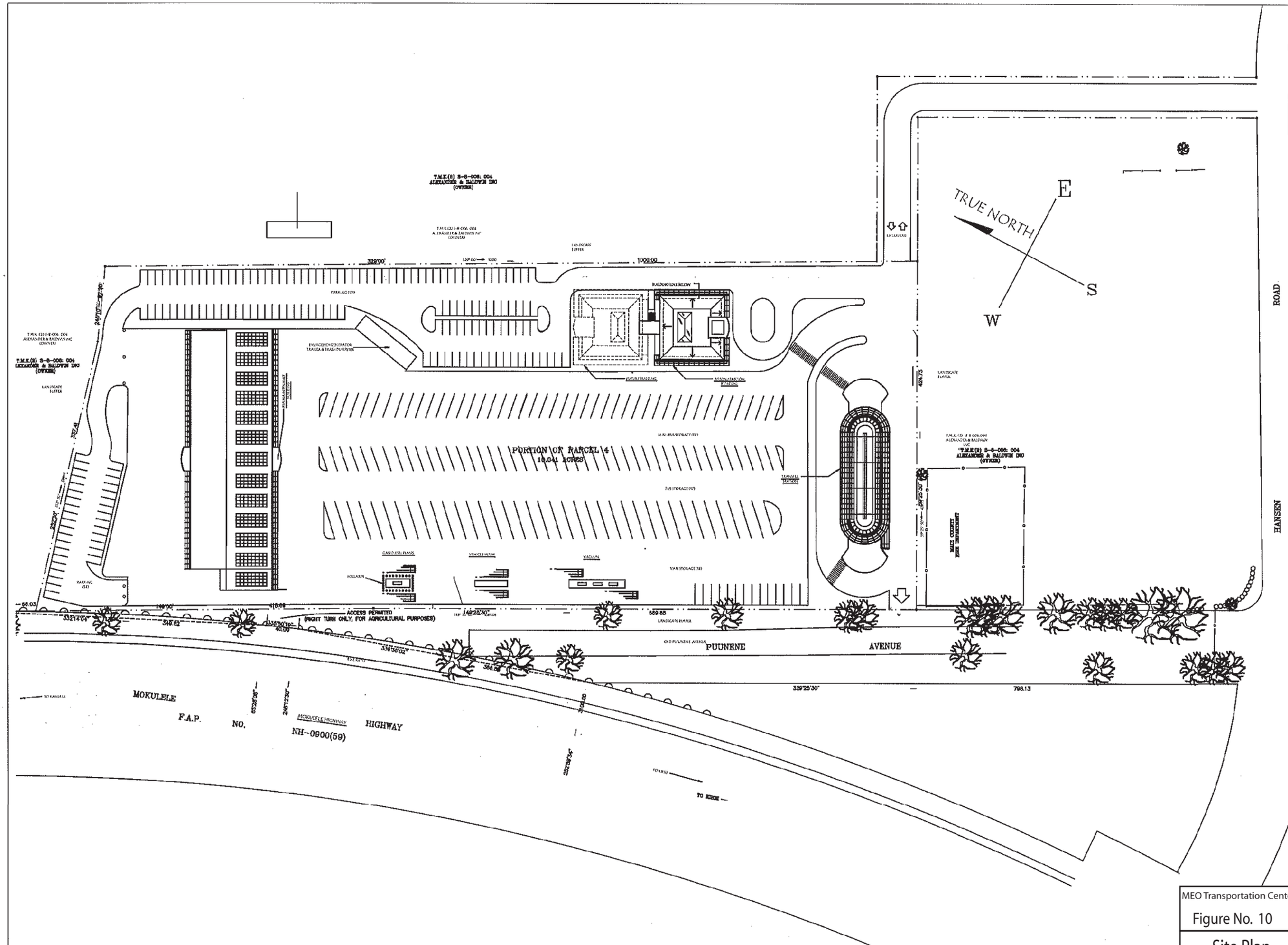
Figure No. 9

May 2006

Topographic Survey

(not to scale)

CHRIS HART & PARTNERS, INC.



MAUI ARCHITECTURAL GROUP INC.
www.mauiarch.com
2331 W. MAIN STREET
WAILUKU, MAUI, HAWAII 96793
TELEPHONE (808) 244-9011
FAX (808) 242-1778
email:mag@mauiarch.com

STAMP:

DAVID LUNDQUIST
LICENSED PROFESSIONAL ARCHITECT
No. 8901
HAWAII U.S.A.

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION.

MEO TRANSPORTATION CENTER
Maui Economic Opportunity, Inc.
Pu'unene, Maui, Hawaii

No.	Revision

Site Plan

Date: 02/07/08
Scale: 1" = 40'-0"
File:

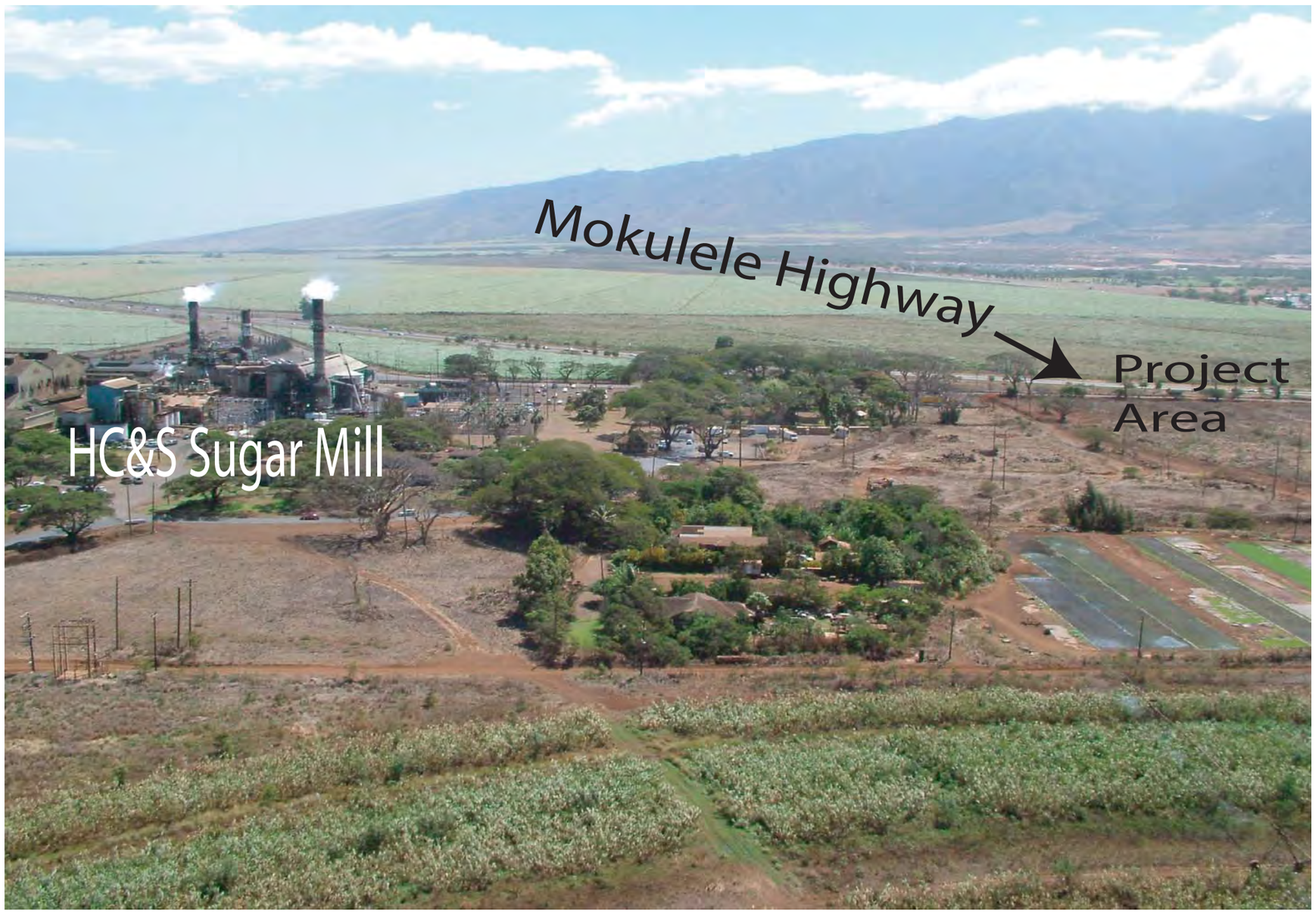
MEO Transportation Center

Figure No. 10

May 2008

Site Plan

CHRIS HART & PARTNERS, INC.



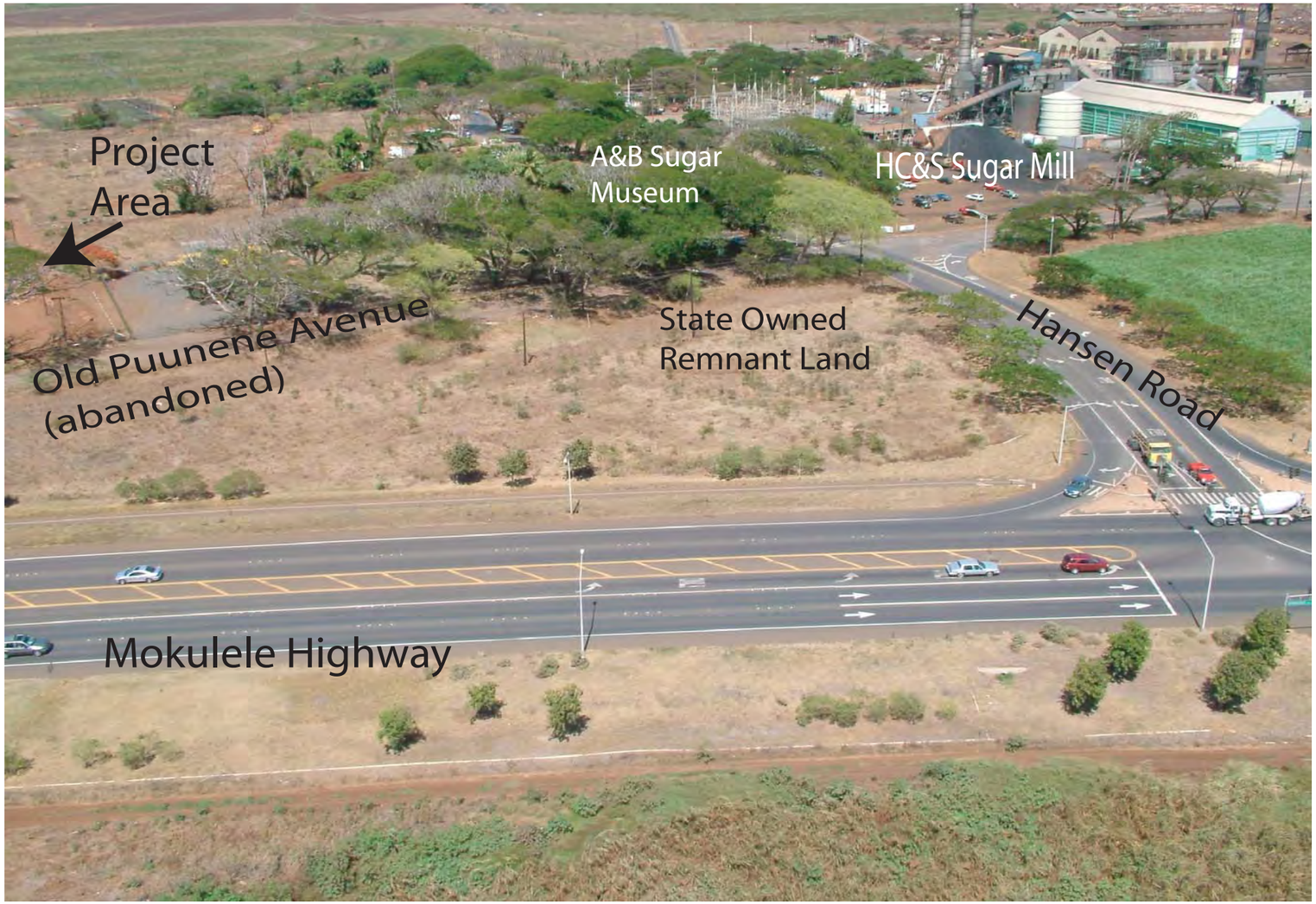
MEO Transportation Center

Figure No. 11 a

May 2006

Site Photographs

CHRIS HART & PARTNERS, INC.



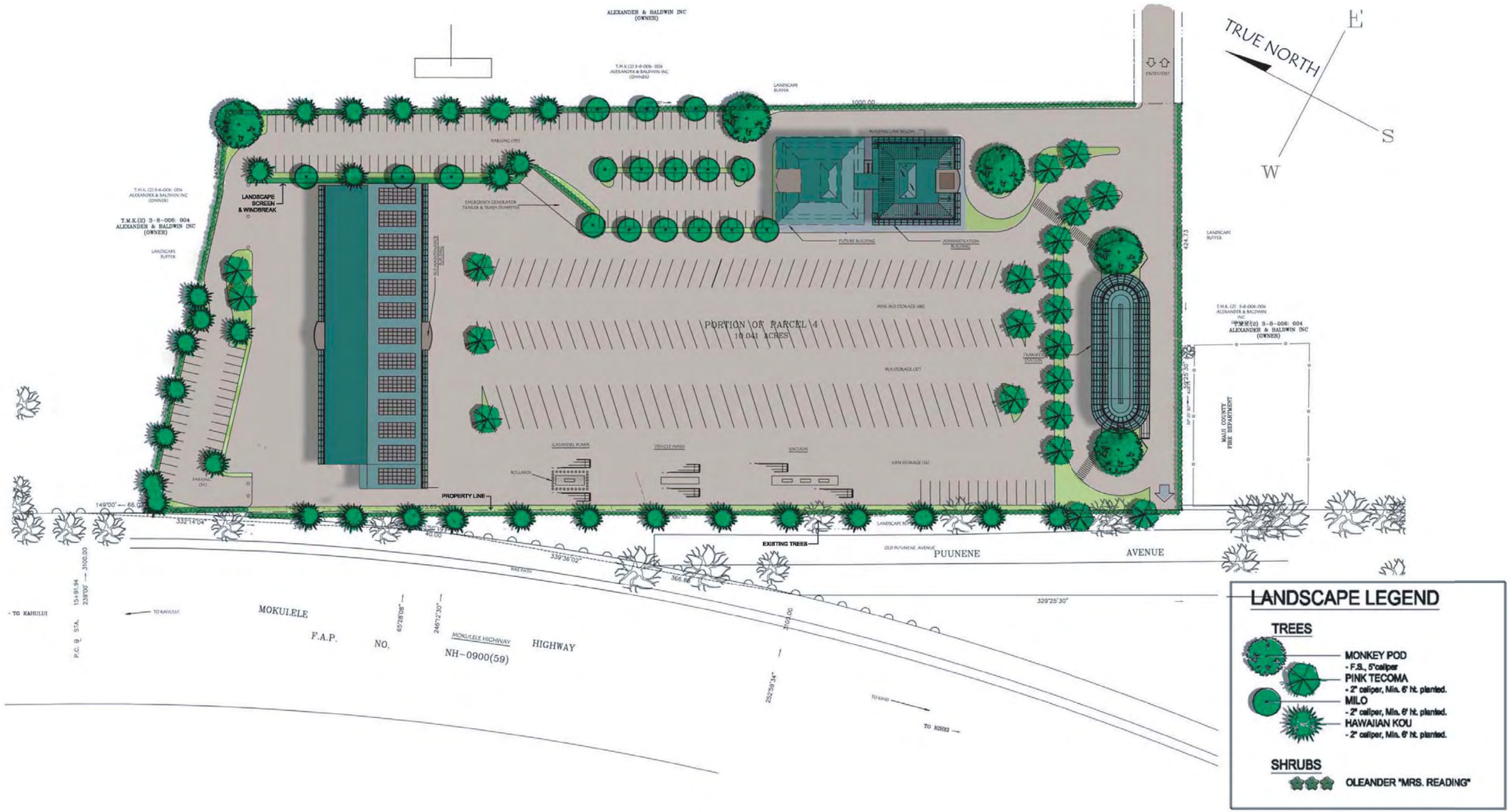
MEO Transportation Center

Figure No. 11b

May 2006

Site Photographs

CHRIS HART & PARTNERS, INC.



CHRIS HART & PARTNERS

MEO TRANSPORTATION CENTER

CONCEPT LANDSCAPE PLAN

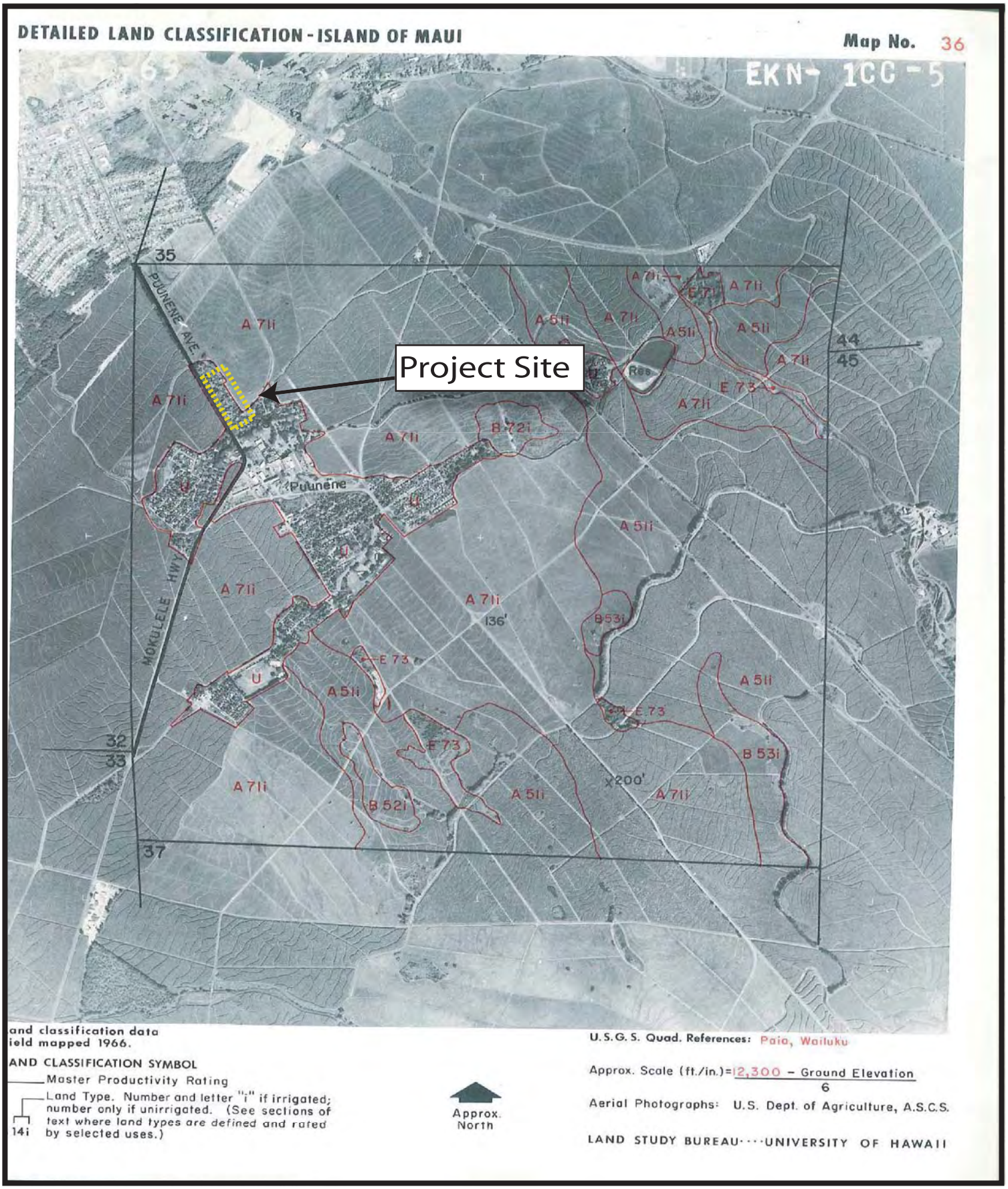
PU'UNENE, MAUI, HAWAII

MEO Transportation Center
Figure No. 12
May 2008
Landscape Plan

CHRIS HART & PARTNERS, INC.

BAR SCALE
0 25 50 100 150

DATE: 5/22/08



MEO Transportation Center

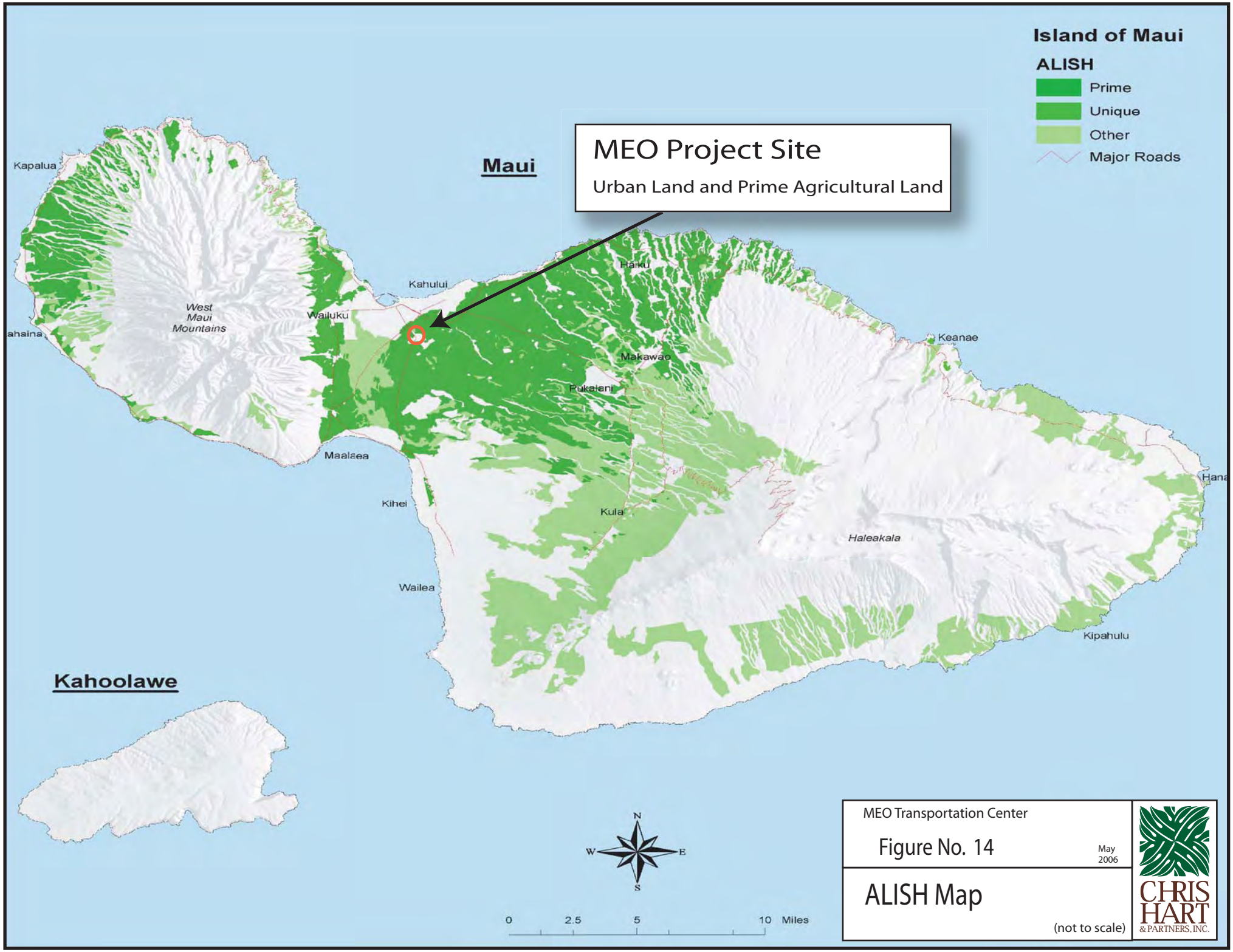
Figure No. 13

May 2006

Land Study Bureau Map

(not to scale)

CHRIS HART & PARTNERS, INC.



MEO Transportation Center

Figure No. 14

May 2006

ALISH Map

(not to scale)

CHRIS HART & PARTNERS, INC.

APPENDICES

APPENDIX A

Proof of Ownership

Title Guaranty Escrow Services, Inc.

KAHULUI OFFICE, 80 PUUNENE AVE, KAHULUI, HI 96732
Tel:(808) 871-2200 Fax:(808) 871-2222 Email:kahului@tghawaii.com

RECEIVED MAI
SEP 05 2007

August 31, 2007

YOUR COPY

ATTN: CANDACE SAKUGAWA
MAUI ECONOMIC OPPORTUNITY INC
99 MAHALANI ST
WAILUKU, HI 96793

Escrow No:A72044151
Seller :ALEXANDER & BALDWIN INC
Buyer :MAUI ECONOMIC OPPORTUNITY INC
Tax Key :(2)3/8/006/004 0000
Property :3957 HANSEN RD

Tentative Closing Date: 7/01/2008

Dear Client:

Congratulations! An escrow account has been established with Title Guaranty Escrow Services, Inc. ("Escrow") covering the transaction identified above.

I will be processing this escrow and will be communicating with you. If you are represented by a real estate agent, I will contact your agent for any information needed to complete this transaction. I can communicate with you and your agent in a variety of ways. All of Title Guaranty's employees are accessible by email. My e-mail address as well as my associate's e-mail address is noted below. All correspondence sent to you that requires a reply, will include a postage paid return envelope.

In order to process your escrow in a timely manner, your immediate return of the following enclosures is necessary for me to promptly and efficiently serve you. These forms and instructions may also be viewed at our website at www.tghawaii.com under Real Estate Documents.

1. Escrow Instructions and General Provisions (For your review).
2. Buyer's Information Sheet (Please complete, sign and return).

Please be informed Escrow has received the initial deposit in the amount of $50,000.00. The additional deposit in the amount of $1,200,000.00 is due on or before closing.

Escrow must hold valid funds prior to closing. Final payments to Escrow from out of state clients must be paid via Fed wire: BANK OF HAWAII, 2105 MAIN STREET, WAILUKU, HI 96793-1609, ABA 121301028, for further credit to the Account of Title Guaranty Escrow Services, Inc., Account #0080-938004, regarding Escrow Number A7-204-4151. Hawaii clients may submit a cashier's check drawn on a Hawaii financial institution. All other forms of payments will delay closing.

Paragraph 4 of the Escrow Instructions and General Provisions specifies how interest on funds deposited with Escrow will be treated. Unless Escrow is instructed otherwise in writing, an interest bearing account will not be opened and all interest or earnings on funds deposited will accrue to Escrow. Please read paragraph 4 carefully to understand your choices.

I look forward to working with you to assure the successful closing of your transaction. Please always reference your escrow number to expedite a response.

Aloha,

Mary Jo Cabral
Escrow Officer
Phone: (808)871-2209
E-mail: mcabral@tghawaii.com
MJC:MAF

Loretta V. Calina
Escrow Associate
Phone: (808)871-2218
E-mail: lcalina@tghawaii.com

PURCHASE AND SALE AGREEMENT
WITH OPTION TO PURCHASE ADDITIONAL LAND

THIS PURCHASE AND SALE AGREEMENT WITH OPTION TO PURCHASE ADDITIONAL LAND ("Agreement") is made effective this 16 day of August, 2007 (the "Effective Date") by and between **ALEXANDER & BALDWIN, INC.,** a Hawaii corporation ("Seller") whose principal place of business is 822 Bishop Street, Honolulu, HI 96813, and **MAUI ECONOMIC OPPORTUNITY, INC.,** a Hawaii nonprofit corporation ("Buyer") whose principal place of business is 99 Mahalani Street, Wailuku, HI 96793.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Buyer agree as follows:

1. Property & Option Property. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller that certain fee simple real property located at Pu'unene, Maui, being a portion of Lot 2-C-4-C-1 of the First Assembly of God Subdivision (the "Existing Lot") containing approximately 5 acres, said portion being shown on the map attached hereto as **Exhibit A** as "The Property", together with all of Seller's right, title and interest in any other rights, privileges, easements, licenses, permits, rights of way, and other appurtenances to such real property (collectively, the "Property"). Concurrently with the closing of Buyer's purchase of the Property, Seller agrees to grant to Buyer an option, on the terms and conditions set forth in **Exhibit B**, to purchase an additional approximately 5-acre portion of the Existing Lot, said additional portion being shown on the map attached hereto as **Exhibit A** as "The Option Property", together with all of Seller's right, title and interest in any other rights, privileges, easements, licenses, permits, rights of way, and other appurtenances to such real property (collectively, the "Option Property").

2. Purchase Price. The purchase price ("Purchase Price") for the Property shall be ONE MILLION SIX HUNDRED THOUSAND DOLLARS ($1,600,000.00).

3. Payment of Purchase Price. Buyer shall pay the Purchase Price as follows:

a. Initial Deposit. Within two (2) business days of the Effective Date, Buyer shall deposit FIFTY THOUSAND DOLLARS ($50,000.00) with Title Guaranty Escrow Services, Inc. ("Escrow"), Kahului Branch.

b. Second Deposit. $1,200,000 of the Purchase Price is being funded by a grant to Buyer by the State of Hawaii. Buyer shall deposit such funds with Escrow upon receipt from the State of Hawaii. Escrow shall hold the

initial and second deposits (the "Deposits") in escrow, and all interest thereon shall accrue to Buyer. The Deposits shall be applied to the purchase price at Closing.

c. Balance. Buyer shall pay to the Seller the balance of the purchase price in cash at Closing.

d. Bargain Sale. Buyer acknowledges that Seller anticipates that the appraised value of the Property will exceed the Purchase Price, and that Seller thus intends to make a claim of "bargain sale" tax treatment within the meaning of the Internal Revenue Code with respect to the difference between the appraised value and the Purchase Price. In furtherance of Seller's claim of such tax treatment, Buyer agrees to at all times remain qualified as a charitable organization under the U.S. Internal Revenue Code, and to cooperate reasonably with Seller's claim of bargain sale tax treatment. In furtherance of Seller's claim of such tax treatment, Buyer agrees to at all times remain qualified as charitable organization that is tax-exempt pursuant to section 501(c)(3) of the Internal Revenue Code and that is a public charity, as defined in section 509(a)(1) and (2) of the Internal Revenue Code.

4. Due Diligence; Sale is Strictly "As Is".

a. Due Diligence Period. For thirty (30) days from the Effective Date (the "Due Diligence Period"), Buyer, at Buyer's expense, may review, survey and investigate the physical and environmental condition of the Property, the character, quality, and general utility of the Property and the Option Property, their zoning, land use, environmental and building requirements and restrictions, the state of their title, and any and all other matters Buyer feels are necessary to evaluate the Property and the Option Property and determine its acceptability to Buyer ("Due Diligence"). The Buyer will not do any drilling or other intrusive testing on the property without the written consent of Seller, which will not be unreasonably withheld, and the Buyer will indemnify and hold Seller harmless from any claims or damages (including reasonable attorneys' fees) arising from the Buyer's or its agents' entry upon the Property to do its due diligence, which indemnification will survive the termination of the Agreement and Closing.

Buyer shall notify Seller at least twenty-four (24) hours prior to the date and time that Buyer intends to physically inspect the Property. All on-site inspections shall be made by Buyer or Buyer's agent, independent contractor, or consultant, accompanied by Seller or a representative of Seller. Buyer shall repair and restore any damage or disturbance to the Property caused by Buyer or its agents, independent contractors, or consultants during Buyer's investigations and due diligence inquiries, and shall restore the Property to substantially the same condition as it existed prior to any disturbance. Buyer shall also deliver to Seller copies of any reports, analyses, test results, and documentation received by Buyer relating to any inspections of the Property conducted by or for Buyer. Prior to performing any inspections, Buyer must provide Seller with satisfactory evidence that Buyer has

public liability insurance coverage with limits not less than $1,000,000.00 for bodily or personal injury or death, property damage insurance coverage in an of at least $500,000, and contractual liability insurance with respect to Buyer's indemnification obligations under this paragraph with respect to damage to the Property and injury to persons or property.

b. Due Diligence Materials. Within five (5) days of the Effective Date, Seller shall permit Buyer to inspect and, at Buyer's expense, copy the files of Seller relating to the Property and the Option Property. Files to be produced shall include, to the extent that they are presently in Seller's possession or control, (i) all existing leases, licenses, easements, covenants, restrictions, or other documents which affect title to or any right to possession of the Property or Option Property, (ii) environmental audit analyses, investigations, reports and studies, (iii) copies of all soil reports, site plans, engineering reports and plans, (iv) zoning entitlement and other land use documents and records, (v) copies of all notices from governmental agencies regarding any violations of laws or ordinances as to the Property or Option Property, and (vi) copies of any existing surveys of the Property, but shall not include any attorney-client privileged materials and any materials pertaining to the negotiation, approval and documentation of this transaction. Seller has no obligation to provide Buyer with a Phase 1 Environmental Assessment except to the extent there is one in Seller's files.

c. Title Report. Seller has provided Buyer with a Title Guaranty of Hawaii, Inc. Status Title Report dated April 5, 2007, regarding the Existing Lot (the "Title Report").

d. Due Diligence Cancellation Right. If during the Due Diligence Period, Buyer determines in its sole discretion that the Property is not acceptable for any reason, Buyer shall have the right on or before the last day of the Due Diligence Period to terminate this Agreement by giving written notice to Seller, whereupon this Agreement shall terminate, and the parties hereto shall be released from all further obligations and liabilities hereunder, except that Buyer shall restore any damage done as a result of its Due Diligence inspections. If Buyer fails to exercise this right to cancel on or before the last day of the Due Diligence Period, then Buyer shall be deemed to have waived its right to cancel this Agreement and Buyer's deposits shall thereafter be non-refundable (except in the event of default by Seller). Buyer shall defend, indemnify, and hold Seller harmless against any losses, damages, costs, and expenses including reasonable attorney's fees, arising from any entry on the Property or the Option Property by Buyer or any of its agents, employees, contractors or representatives to conduct Due Diligence.

e. As Is Sale. Notwithstanding any other provision of this Agreement, Buyer acknowledges that except as specifically represented and warranted by Seller in this Agreement: (i) any and all information supplied or made available by Seller, whether written or oral, prepared by Seller or other party, and

whether in the form of maps, surveys, plats, reports, studies or plans, or any other type of materials or information, whatsoever, is furnished to Buyer solely as a courtesy and is without representation or warranty on the part of Seller, express or implied; and (ii) Buyer is purchasing the Property on a strictly **"AS IS, WHERE IS, WITH ALL FAULTS"** basis. Buyer further acknowledges that no representation, written or oral, has been made by Seller, its officers, agents or employees in order to induce Buyer to enter into this Agreement. Buyer represents and warrants that neither Seller nor its officers, agents or employees has made any representation or statement to Buyer concerning the condition, development potential, merchantability, fitness for a particular purpose, operation, resale or investment potential of the Property, nor has Seller or its officers, agents or employees rendered any advice or expressed any opinion to Buyer regarding any tax consequences of ownership of the Property. Buyer represents and warrants that as of the Closing Date, Buyer will be familiar with the Property and will have made such independent investigation as Buyer deems necessary or appropriate in order for Buyer to have determined to acquire the Property.

5. Pre-Closing Entitlement of the Property and the Option Property. The land comprising the Property and the Option Property is currently primarily within the State Land Use Urban District, with a portion in the State Land Use Agricultural District, zoned residential R-1 by the County of Maui, and designated Agriculture on the Wailuku-Kahului Community Plan. Seller agrees that it shall prior to Closing apply for and use reasonable efforts to secure a State Land Use District Boundary Amendment to designate the entirety of the Property and the Option Property within the Urban District, a community plan amendment to designate the Property and the Option Property "Light Industrial", and change in zoning for the Property and Option Property to the "M-1 Light Industrial" zoning classification (collectively, the "Entitlements"). Buyer acknowledges and agrees that Seller may concurrently seek to entitle additional properties in the area, and that Seller does not warrant or guaranty that the Entitlements will be secured. Seller shall pay all costs of securing the Entitlements. Seller shall be solely responsible for and in control of the entitlement process, and in no event shall Buyer consult with or contact the State of Hawaii ("State") or County of Maui ("County") or interfere in any way with the Entitlement process. All questions, comments, and other matters related to the Entitlements shall be directed by Buyer to Seller, and not to any third party, including, but not limited to the State or County. In the event that Seller deems, in its reasonable judgment, that any conditions to securing the Entitlements are impracticable, onerous, or cannot be satisfied in an economic fashion, or that in Seller's estimation the Entitlements cannot reasonably be expected to be secured by February 1, 2008, Seller may terminate this Agreement upon notice to Buyer, and upon such termination, the Deposits shall be returned to Buyer.

6. Pre-Closing Subdivision of the Property and the Option Property. The Property and the Option Property are not currently subdivided lots. Seller agrees that it shall prior to Closing apply for any use reasonable efforts to secure final

subdivision approval for the subdivision of the Property and the Option Property from the Existing Lot (the "Subdivision"). Seller shall provide Buyer the preliminary subdivision map and subdivision application for review and comment. Seller shall pay all costs of securing final approval of the Subdivision, including without limitation surveyor and engineering fees, and costs of any surveys or studies that are required as a condition of subdivision approval, although Buyer shall be responsible for any rollback taxes assessed against the Property and the Option Property. Buyer acknowledges and agrees that Seller may concurrently seek to create additional lots in the Subdivision. Seller shall be solely responsible for and in control of the Subdivision, and in no event shall Buyer consult with or contact the County of Maui ("County") or interfere in any way with the Subdivision process. All questions, comments, and other matters related to the Subdivision shall be directed by Buyer to Seller, and not to any third party, including, but not limited to the County.

Buyer acknowledges that the Subdivision shall be processed as a "large lot" subdivision in which subdivision infrastructure (such as drainage systems, roads, and water and wastewater lines) is deferred. Buyer shall be responsible for constructing and installing all such infrastructure that serves only the Property and, if applicable, the Option Property when Buyer constructs its improvements. Buyer acknowledges and agrees that Buyer's infrastructure plans shall be subject to Seller's prior review and approval and must comply with Seller's infrastructure plans and design for the surrounding lands and all applicable County and utility provider requirements. Buyer further acknowledges and agrees that if an Agreement for Allocation of Future Subdivision Potential is required in connection with the Subdivision pursuant to Maui County Code Section 19.30A.040, Seller shall allocate the minimum number of lots possible to the Property and the Option Property (if either requires such an allocation), and the size of the potential lots allocated shall be selected by Seller in its sole discretion.

In the event that Seller deems, in its reasonable judgment, that any conditions to securing approval of the Subdivision are impracticable, onerous, or cannot be satisfied in an economic fashion, or that in Seller's estimation the Subdivision cannot reasonably be expected to be secured by July 1, 2008, Seller may terminate this Agreement upon notice to Buyer, and upon such termination, the Deposits shall be returned to Buyer. In accordance with Maui County Code Sections 18.04.020(B) and 18.12.080E, it is expressly agreed that the sale of the Property pursuant to this Agreement shall not occur or become effective unless and until approval for the recordation of the final plat is granted by the County Director of Public Works and Environmental Management as provided for under Maui County Code Section 18.12.080.

7. Closing, Prorations and Expenses.

a. Closing. Payment of the Purchase Price and recording of the Limited Warranty Deed conveying the Property to Buyer ("Closing") shall occur on a date selected by Seller ("the Closing Date") that is within 90 days of the date of

which Seller receives final approval for the Subdivision. Seller shall give Buyer at least 30 days advance written notice of the Closing Date that Seller selects.

b. Seller's Closing Obligations. On or before Closing Date, Seller shall deliver the following to Escrow Agent:

(1) Four (4) duplicate original copies of a Limited Warranty Deed with Reservations and Covenants in the form attached as **Exhibit C** (the "Warranty Deed"), duly executed and acknowledged by Seller, conveying to Buyer Seller's fee simple interest in the Property, subject to the Permitted Encumbrances. The Permitted Encumbrances include: (A) the encumbrances listed in the Title Report, except those that Seller in its sole discretion agrees to remove; (B) agreements, restrictions or encumbrances required by the County in connection with the Entitlements or the Subdivision; (C) the reservations and covenants contained in the form of Limited Warranty Deed attached hereto; (D) a reservation to Seller of such easements and rights-of-way upon, across, over, in, and under the Property and Option Property, or any portion of the Property or Option Property, together with the right to designate and grant to itself or any of its successors, subsidiaries, affiliates, or third parties, without notice to or the consent or joinder of Buyer, easements and other rights for water, electricity, sewer, cable, drainage, telecommunications, and other utility purposes and ancillary uses, access, the right to collect, use and appropriate all underground and percolating water, tributary and non-tributary, within and under the Property and Option Property, and the right to enter into other agreements similarly affecting the Property and Option Property, provided such right is not exercised in such a way as to unreasonably interfere with the occupancy, use, enjoyment or access of the Property and Option Property by the owner or occupant, which right is for the benefit of and to preserve and protect the value and desirability of Seller's lands adjoining or in the vicinity of the Property and Option Property.

(2) Four (4) duplicate original copies of an Option Agreement in the form attached as **Exhibit B** (the "Option"), duly executed and acknowledged by Seller and Buyer, by which Seller grants to Buyer and option to purchase the Option Property;

(3) A State of Hawaii conveyance tax certificate appropriately completed and executed by Seller;

(4) Certifications in the forms required by Section 1445(e) of the Internal Revenue Code (FIRPTA), and Section 235-68 of the Hawaii Revised States, as amended (HARPTA), duly executed by Seller;

(5) A certificate of Seller's Secretary, certifying that the board of directors of Seller authorized the execution of this Agreement and the transaction contemplated herein; and

(6) Such funds as are necessary to cover expenses which are to be paid by Seller under this Agreement. Seller may, as an alternative to providing such funds, deposit with Escrow a written authorization satisfactory to Escrow providing for the payment of such expenses out of the sales proceeds due Seller.

c. Buyer's Closing Obligations. On or before the Closing Date, Buyer shall deliver the following to Escrow Agent:

(1) Four (4) duplicate original copies of the Limited Warranty Deed, duly executed and acknowledged by Buyer;

(2) Four (4) duplicate original copies of the Option, duly executed and acknowledged by Buyer;

(3) Such cash funds as are necessary to pay the balance of the Purchase Price and to cover expenses which are to be paid by Buyer under this Agreement; and

(4) Resolutions of Buyer authorizing the execution of this Agreement and the transaction contemplated herein.

d. Closing Costs. Buyer shall pay the following closing costs: (a) the premium for any title insurance coverage that Buyer elects to secure; (c) Buyer's notary fees; (d) the recording fee for the deed; (e) 50% of the Escrow Agent's fees; and (f) Buyer's attorney's fees. Seller shall pay the following closing costs: (a) costs of drafting the deed; (b) Seller's notary fees; (c) conveyance tax; (d) any recording fees necessary to clear Seller's title; (e) 50% of the Escrow Agent's fees; and (f) Seller's attorney's fees.

e. Prorations. All real property taxes, assessments and utility charges against the Property shall be prorated between Seller and Buyer as of the Closing Date.

f. 1031 Exchange. Buyer acknowledges and agrees it is Seller's overriding intent to dispose of the Property by means of an exchange pursuant to Section 1031 of the Internal Revenue Code (a "**1031 Exchange**"). Buyer agrees to cooperate fully with Seller to effectuate Seller's 1031 Exchange by, among other things, (1) executing all necessary agreements, instruments, addenda, assignments, escrow instructions, consents and other documents necessary or convenient to implement the 1031 Exchange, and (2) entering into an exchange agreement with a qualified intermediary which provides for the 1031 Exchange, provided that Buyer shall not be required to incur any additional expenses with respect to the 1031 Exchange. Buyer further agrees that Seller may assign this

Agreement to a qualified intermediary in order to facilitate a 1031 Exchange, and Buyer agrees to cooperate with Seller in effecting such transaction, including, without limitation, consenting to the assignment of this Agreement to a qualified intermediary. In connection with and without limiting the foregoing, Buyer agrees to execute and deliver to Seller at Closing, the Assignment and Assumption Agreement attached hereto as **Exhibit D** and the Assignment and Release Agreement attached hereto as **Exhibit E**. The obligations of Buyer under this Section shall survive the Closing and shall not be merged therein.

8. Additional Conditions Precedent to Closing.

a. Buyer's Conditions Precedent to Closing. The obligations of Buyer hereunder are subject to satisfaction of all the conditions set forth in this section. Buyer may in its discretion waive any or all of such conditions in whole or in part but any such waiver shall be effective only if made in writing. If such conditions are not satisfied or waived, Buyer may cancel this Agreement without liability and receive a full refund of its deposits.

(1) All of Seller's representations and warranties shall be true and correct in all material respects as if made on and as of the Closing Date;

(2) Seller shall not be in default in the performance of any material covenant to be performed by Seller under this Agreement;

(3) Title Guaranty of Hawaii, Inc. shall have committed to issue to Buyer an Owner's Policy of Title Insurance (the "Title Policy") insuring fee simple title to the Property, subject only to the Permitted Encumbrances and the standard terms, conditions, exclusions and exceptions contained in the Title Policy. Buyer shall obtain its title insurance commitment during the due diligence period and closing shall be contingent on there being no material adverse change in title after the due diligence period is ended;

(4) There has been no material damage or adverse developments to the condition of the Property since the expiration of the Due Diligence Period, and if there is material damage to the property after the expiration of the due diligence period, but Seller repairs the damage prior to the closing date, the Buyer shall be required to close;

(6) The County of Maui shall have approved the Entitlements and the Subdivision; and

(7) Buyer's Board of Directors shall have approved this Agreement.

b. Seller's Conditions Precedent. The obligations of Seller hereunder are subject to satisfaction of all the conditions set forth in this section. Seller may waive any or all of such conditions in whole or in part but any such waiver shall be effective only if made in writing. If such conditions are not satisfied, Seller may cancel this Agreement without liability, whereupon Buyer's deposits shall be refunded to it, unless the failure of a condition is caused by the default of Buyer, in which event Seller shall not be obligated to return the deposits.

(1) All of Buyer's representations and warranties shall be true and correct in all material respects as if made on and as of the Closing Date;

(2) Buyer shall not be in default in the performance of any material covenant to be performed by Buyer under this Agreement;

(3) The County of Maui shall have approved the Entitlements and the Subdivision; and

(4) Seller's Board of Directors shall have approved this Agreement. Buyer understands that this Agreement will not be submitted to Seller's Board of Directors until a scheduled board meeting that is close to the dates Seller receives the Entitlements and completes the Subdivision.

9. Representations.

a. Seller's Representations. Seller hereby represents and warrants to Buyer, which representations and warranties are true as of the date of this Agreement, will be true as of the Closing Date and will survive the Closing:

(1) All the documents executed by Seller which are to be delivered to Buyer at Closing will be: duly authorized, executed, and delivered by Seller; legal, valid, and binding obligations of Seller; sufficient to convey fee simple title to the Property (if they purport to do so); and not in violation of any mortgage, agreement or undertaking to which Seller is a party or to which Seller is subject or by which Seller or the Property, may be bound or affected.

(2) Seller is duly organized, existing and authorized to do business under the laws of the State of Hawaii.

(3) Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code (the "Code") and is not a "nonresident person" within the meaning of §235-68(a) of the Hawaii Revised Statutes.

b. Buyer's Representations. Buyer hereby represents and warrants to Seller, which representations and warranties are true as of the date of this Agreement, will be true as of the Closing Date and will survive the Closing:

(1) All the documents executed by Buyer which are to be delivered to Seller at Closing will be: duly authorized, executed, and delivered by Buyer; legal, valid, and binding obligations of Buyer; and not in violation of any mortgage, agreement or undertaking to which Buyer is a party or to which Buyer is subject or by which Buyer may be bound or affected.

(2) Buyer is duly organized and existing under the laws of the State of Hawaii. Buyer has not filed or been the subject of any filing of a petition under the Federal Bankruptcy Law or any federal or state insolvency laws or laws for composition of indebtedness or for the reorganization of debtors.

10. Brokerage. Buyer and Seller each represent to the other that it has not engaged any broker, agent, finder or other party in connection with this transaction to whom a finder's fee or commission is owed or will be owed at Closing or otherwise. In the event of any claim for a broker's fee, finder's fee, commission or other similar compensation in connection herewith arising out of any claim by reason of services alleged to have been rendered to, or at the request of either party, such party agrees to indemnify, defend, protect and hold the other party harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which the other party may sustain or incur by reason of such claim. The provisions of this Section shall survive the termination of this Agreement or the Closing.

11. Assignment. This Agreement may not be assigned by Buyer without the prior written consent of Seller, which may be withheld or conditioned in Seller's sole discretion. Seller may assign this Agreement without Buyer's consent to any affiliate or subsidiary of Seller to which Seller's transfers the land including the Property and the Option Property for purposes of development.

12. Default; Remedies; Attorneys' Fees & Costs. Except as otherwise provided in this Agreement, in the event that a party shall fail to perform its obligations under this Agreement, the other party may: (a) bring an action for damages for breach of contract; (b) file and maintain a suit for specific performance of this Agreement; or (c) pursue any other legal remedy as shall be allowed at law or in equity. In the case of a default by Buyer, Seller may also, as an additional remedy, retain all deposits made by Buyer, to the extent permitted by law. If any party hereto shall ever be in default with respect to this Agreement, and the other party shall incur expenses, fees and costs or employ legal counsel to make any demand or otherwise to protect or enforce its rights herein, the party in default shall pay all such costs and expenses incurred by the other party, including court costs and reasonable attorneys' fees.

13. Miscellaneous.

a. Entire Agreement. This Agreement is the entire agreement between the parties and shall not be modified except by an instrument in writing signed by all of the parties. This Agreement supersedes any and all other understandings or agreements, whether written or oral, between Seller and Buyer concerning the sale and purchase of the Property.

b. No Waiver; Time of the Essence. No failure by either party to insist upon strict performance by the other party of any of the terms and provisions of this Agreement shall constitute or be deemed to be a waiver of any such term or provision, or constitute an amendment or waiver of any such term or provision by course of performance. Time is of the essence with respect to the obligations under this Agreement.

c. Notices. Any notice given by either party pursuant to this Agreement shall be valid if in writing and personally delivered, sent by facsimile transmission, or if sent by registered or certified mail, return receipt requested, postage prepaid, to the last known address of the other party, and copies of notices will be concurrently sent to Seller's and Buyer's attorneys. Such notice shall be effective upon such personal delivery, completion of facsimile transmission with confirmation of successful transmission, or two (2) days after such mailing. Either party may, at any time and from time to time, in the manner set forth for the giving of notices, give notice to the other party hereunder of any change of address, and such address shall be sufficient as the last known address of the party hereunder. The following addresses and facsimile numbers shall be used until notice to the contrary:

To Seller at: Alexander & Baldwin, Inc.
822 Bishop Street
Honolulu, Hawaii 96813
Attn: Mr. Robert K. Sasaki

To Buyer at: Maui Economic Opportunity, Inc.
99 Mahalani Street
Wailuku, HI 96793
Attn: Sananda K. Baz

d. Headings. All headings used in this Agreement are for reference convenience only and are not to be construed as limiting in any manner the content of any Section, paragraph or particular provision.

e. Applicable Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Hawaii.

f. Severability. If any provisions of this Agreement is held invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision hereof.

g. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties herein named and their respective successors and permitted assigns.

h. Counterparts. This Agreement may be executed by fax and in counterparts. Each counterpart shall, irrespective of the date of its execution and delivery, be deemed an original, and the counterparts together shall constitute one and the same instrument. If this Agreement is executed by fax, the party signing by fax will promptly provide original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

ALEXANDER & BALDWIN, INC.	**MAUI ECONOMIC OPPORTUNITY, INC.**
By _____	By _____
Its VICE PRESIDENT	Its
By _____	By _____
Its ASST. SECRETARY	Its
"Seller"	"Buyer"

Attachments:

Exhibit A – Map of the Property and Option Property
Exhibit B – Form of Option Agreement
Exhibit C – Form Limited Warranty Deed with Reservations and Covenants
Exhibit D – Form Assignment and Assumption Agreement
Exhibit E – Form Assignment and Release Agreement

EXHIBIT A to Purchase and Sale Agreement

Map of the Property & Option Property

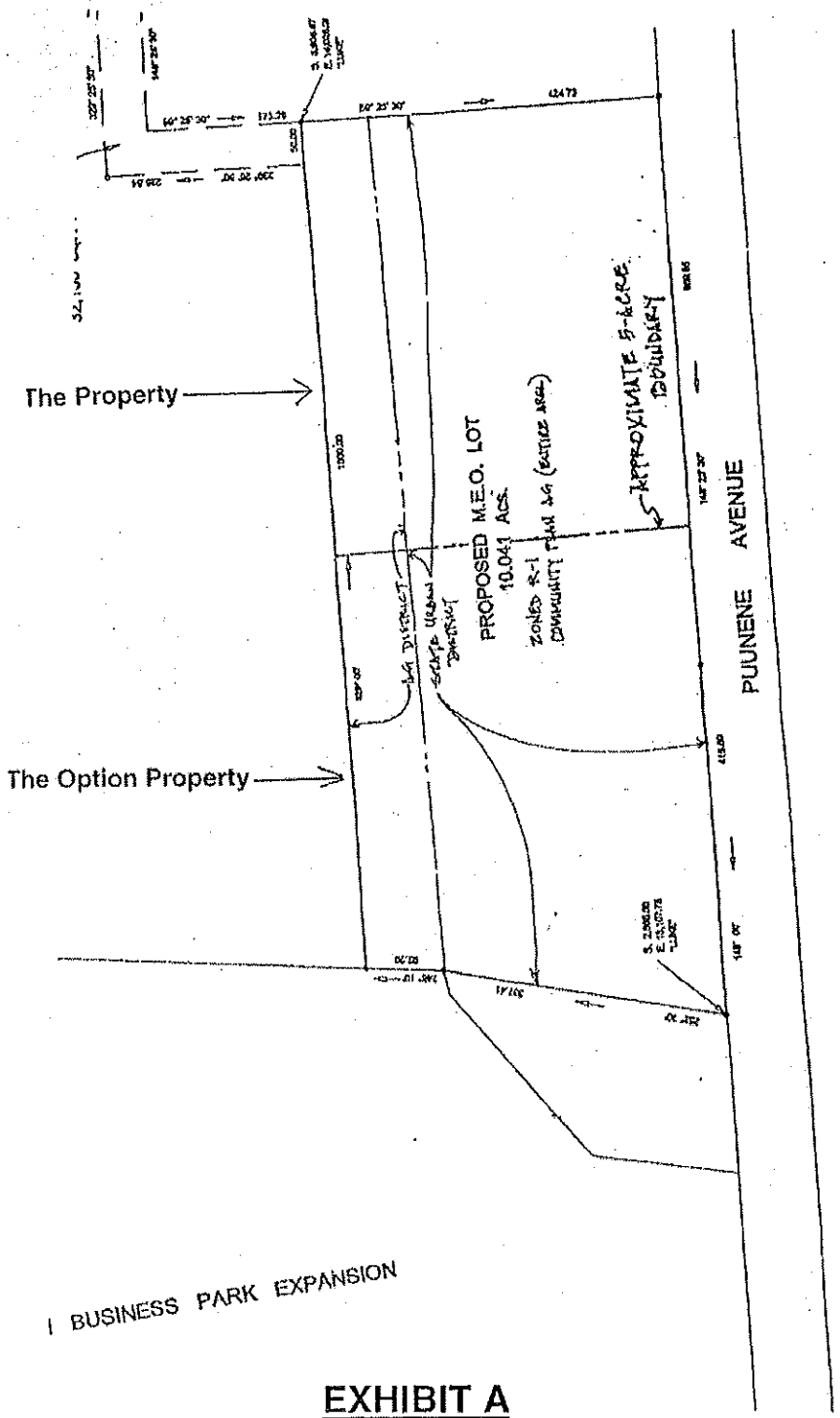


EXHIBIT A

Exhibit B to Purchase and Sale Agreement

OPTION AGREEMENT

THIS OPTION AGREEMENT ("Agreement") is made effective this _____ day of _____, 200____ (the "Effective Date") by and between **ALEXANDER & BALDWIN, INC.**, a Hawaii corporation ("Seller") whose principal place of business is 822 Bishop Street, Honolulu, HI 96813, and **MAUI ECONOMIC OPPORTUNITY, INC.**, a Hawaii nonprofit corporation ("Buyer") whose principal place of business is 99 Mahalani Street, Wailuku, HI 96793, with reference to the following facts:

A. Buyer and Seller are parties to a Purchase and Sale Agreement with Option to Purchase Additional Land dated June ___, 2007 (the "PSA");

B. Concurrently with the execution of this Agreement, Buyer closed its acquisition of approximately 5-acres of land pursuant to and in accordance with the PSA; and

C. By this Agreement, Seller grants to Buyer an option, for a period of two years, to purchase an adjoining parcel which is more particularly described in **Exhibit A** attached hereto (the "Property").

In consideration of Buyer's close of its purchase under the PSA, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Buyer agree as follows:

1. Grant of Option; Term; Exercise of Option. Subject to the terms and conditions set forth in this Agreement, Seller grants to Buyer the exclusive option (the "Option") to purchase the Property from Seller. The term of this Option shall begin on the date hereof and shall terminate at midnight on the second anniversary following the date of this Option (the AOption Period@). Buyer may exercise this Option at any time before the end of the Option Period (time being of the essence) by giving written notice to Seller at its address set forth at the beginning of this Agreement, pursuant to the notice provisions set forth in Section 11(c) below. If Buyer does not timely exercise this Option in accordance with this Section, then this Option shall expire and thereafter Buyer shall have no further option, right or interest of any kind with respect to the Property or the acquisition thereof.

2. Purchase Price. If Buyer exercises the Option, the purchase price ("Purchase Price") for the Property shall be based on the fair market value of the Property at its highest and best use, as of the date on which Buyer exercises of this Option (the "Market Value"). Such Value shall be determined by mutual agreement of the parties, provided that if they are unable to reach

agreement within thirty (30) days of Buyer's exercise of the Option, the Market Value shall be determined by arbitration as follows (the "Arbitration"). Either party may deliver to the other its determination of the Market Value, and shall identify such determination as such party's final determination (the "Delivering Party"). Within fifteen (15) days after receipt of such determination, the receiving party (the "Receiving Party") shall deliver to the Delivering Party the Receiving Party's own final determination of the Market Value. Arbitration shall commence as soon as practicable after receipt by each party of the other party's determination. The determination of the arbitrator(s) shall be limited to the sole issue of deciding which of Buyer's or Seller's submitted determination of the Market Value is closest to the actual Market Value, as determined by the arbitrator(s). The determination of Market Value submitted by Buyer or Seller that the arbitrator(s) determine to be closest to the actual Market Value shall be the Purchase Price. If the parties agree upon a single arbitrator, such arbitrator's decision shall be final, conclusive and binding upon both parties. If the parties fail to agree upon a single arbitrator within ten (10) days of receipt by the Delivering Party of the Receiving Party's determination, there shall be an arbitration by three (3) appraisers, in which case either party shall name one of the appraisers by written notice to the other party, whereupon the other party shall, within ten (10) days after receipt of such notice, name a second appraiser, and in case of failure to do so, the party who has already named an appraiser may have the second appraiser selected or appointed by a judge of the Second Circuit Court of the State of Hawaii; and the two appraisers so appointed, in either manner, shall select and appoint a third appraiser, and if the two appraisers so appointed shall fail to appoint the third appraiser within ten (10) days after the naming of the second appraiser, either party may have the third appraiser selected or appointed by such judge; and the three appraisers so appointed shall thereupon proceed to make the determination required by this Arbitration provision, and the decision and award of any two of them shall be final, conclusive and binding upon both parties, subject to the minimum limitations stated in this Arbitration provision, unless such decision and award shall be vacated, modified or corrected, all as provided in Chapter 658A, Hawaii Revised Statutes, as amended. The appraisers shall be recognized real estate appraisers who are members of the American Institute of Real Estate Appraisers (MAI) or Society of Real Estate Appraisers or any similar appraisal organization and shall have all of the powers and duties prescribed by Chapter 658A, as amended, and judgment may be entered upon any such decision and award as therein provided. The cost of such Arbitration shall be borne equally by the parties, except that each party shall bear its own costs for attorneys' fees and witness fees.

3. Payment of Purchase Price. Buyer shall pay the Purchase Price as follows:

a. Initial Deposit. Within two (2) business days of Buyer's exercise of the Option, Buyer shall deposit FIFTY THOUSAND

DOLLARS ($50,000.00) with Title Guaranty Escrow Services, Inc. ("Escrow"), Kahului Branch.

b. Balance. Buyer shall pay to the Seller the balance of the purchase price in cash at Closing.

4. Due Diligence; Sale is Strictly "As Is".

a. No Due Diligence Contingency; Inspection Rights. Buyer acknowledges that Buyer has had an adequate opportunity to inspect the Property pursuant to Section 4 of the PSA. Accordingly, this Agreement is not subject to a due diligence or inspection contingency.

Notwithstanding the foregoing, from and after the Effective Date Buyer may enter onto the Property for purposes of such inspections as may be necessary in connection with its land and development planning, provided that Buyer will not do any drilling or other intrusive testing on the property without the written consent of Seller, which will not be unreasonably withheld, and the Buyer will indemnify and hold Seller harmless from any claims or damages (including reasonable attorneys' fees) arising from the Buyer's or its agents' entry upon the Property, which indemnification will survive the termination of the Agreement and Closing. Buyer shall notify Seller at least twenty-four (24) hours prior to the date and time that Buyer intends to physically inspect the Property. All on-site inspections shall be made by Buyer or Buyer's agent, independent contractor, or consultant, accompanied by Seller or a representative of Seller. Buyer shall repair and restore any damage or disturbance to the Property caused by Buyer or its agents, independent contractors, or consultants during Buyer's investigations and inspections, and shall restore the Property to substantially the same condition as it existed prior to any disturbance. Buyer shall also deliver to Seller copies of any reports, analyses, test results, and documentation received by Buyer relating to any inspections of the Property conducted by or for Buyer. Prior to performing any inspections, Buyer must provide Seller with satisfactory evidence that Buyer has public liability insurance coverage with limits not less than $1,000,000.00 for bodily or personal injury or death, property damage insurance coverage in an of at least $500,000, and contractual liability insurance with respect to Buyer's indemnification obligations under this paragraph with respect to damage to the Property and injury to persons or property.

b. Title Report. Seller has provided Buyer with a Title Guaranty of Hawaii, Inc. Status Title Report dated April 5, 2007, regarding the large lot which the Property is subdivided from (the "Title Report"). If Buyer exercises the Option, Buyer will accept the Property subject to all matters shown in the Title Report (in addition to other Permitted Encumbrances as provided below).

c. As Is Sale. Notwithstanding any other provision of this Agreement, Buyer acknowledges that except as specifically represented and warranted by Seller in this Agreement: (i) any and all information supplied or made available by Seller, whether written or oral, prepared by Seller or other party, and whether in the form of maps, surveys, plats, reports, studies or plans, or any other type of materials or information, whatsoever, is furnished to Buyer solely as a courtesy and is without representation or warranty on the part of Seller, express or implied; and (ii) Buyer is purchasing the Property on a strictly **"AS IS, WHERE IS, WITH ALL FAULTS"** basis. Buyer further acknowledges that no representation, written or oral, has been made by Seller, its officers, agents or employees in order to induce Buyer to enter into this Agreement. Buyer represents and warrants that neither Seller nor its officers, agents or employees has made any representation or statement to Buyer concerning the condition, development potential, merchantability, fitness for a particular purpose, operation, resale or investment potential of the Property, nor has Seller or its officers, agents or employees rendered any advice or expressed any opinion to Buyer regarding any tax consequences of ownership of the Property. Buyer represents and warrants that as of the Closing Date, Buyer will be familiar with the Property and will have made such independent investigation as Buyer deems necessary or appropriate in order for Buyer to have determined to acquire the Property.

5. Closing, Prorations and Expenses.

a. Closing. Payment of the Purchase Price and recording of the Limited Warranty Deed conveying the Property to Buyer ("Closing") shall occur on a date selected by Seller ("the Closing Date") that is within 180 days of the date on which Buyer exercises the Option. Seller shall give Buyer at least 30 days advance written notice of the Closing Date that Seller selects.

b. Seller's Closing Obligations. On or before Closing Date, Seller shall deliver the following to Escrow Agent:

(1) Four (4) duplicate original copies of a Limited Warranty Deed with Reservations and Covenants in the form attached as **Exhibit B** (the "Warranty Deed"), duly executed and acknowledged by Seller, conveying to Buyer Seller's fee simple interest in the Property, subject to the Permitted Encumbrances. The Permitted Encumbrances include: (A) the encumbrances listed in the Title Report, except those that Seller in its sole discretion agrees to remove; (B) agreements, restrictions or encumbrances required by the County in connection with the Entitlements or the Subdivision, as those terms are defined in Sections 5 and 6 of the PSA; and (C) the reservations and covenants contained in the form of Limited Warranty Deed attached hereto.

(2) A State of Hawaii conveyance tax certificate appropriately completed and executed by Seller;

(3) Certifications in the forms required by Section 1445(e) of the Internal Revenue Code (FIRPTA), and Section 235-68 of the Hawaii Revised States, as amended (HARPTA), duly executed by Seller;

(4) A certificate of Seller's Secretary, certifying that the board of directors of Seller authorized the execution of this Agreement and the transaction contemplated herein; and

(5) Such funds as are necessary to cover expenses which are to be paid by Seller under this Agreement. Seller may, as an alternative to providing such funds, deposit with Escrow a written authorization satisfactory to Escrow providing for the payment of such expenses out of the sales proceeds due Seller.

c. Buyer's Closing Obligations. On or before the Closing Date, Buyer shall deliver the following to Escrow Agent:

(1) Four (4) duplicate original copies of the Limited Warranty Deed, duly executed and acknowledged by Buyer;

(2) Such cash funds as are necessary to pay the balance of the Purchase Price and to cover expenses which are to be paid by Buyer under this Agreement; and

(3) Resolutions of Buyer authorizing the execution of this Agreement and the transaction contemplated herein.

d. Closing Costs. Buyer shall pay the following closing costs: (a) the premium for any title insurance coverage that Buyer elects to secure; (c) Buyer's notary fees; (d) the recording fee for the deed; (e) 50% of the Escrow Agent's fees; and (f) Buyer's attorney's fees. Seller shall pay the following closing costs: (a) costs of drafting the deed; (b) Seller's notary fees; (c) conveyance tax; (d) any recording fees necessary to clear Seller's title; (e) 50% of the Escrow Agent's fees; and (f) Seller's attorney's fees.

e. Prorations. All real property taxes, assessments and utility charges against the Property shall be prorated between Seller and Buyer as of the Closing Date.

f. 1031 Exchange. Buyer acknowledges and agrees it is Seller's overriding intent to dispose of the Property by means of an exchange pursuant to Section 1031 of the Internal Revenue Code (a "**1031 Exchange**"). Buyer agrees to cooperate fully with Seller to effectuate Seller's 1031 Exchange

by, among other things, (1) executing all necessary agreements, instruments, addenda, assignments, escrow instructions, consents and other documents necessary or convenient to implement the 1031 Exchange, and (2) entering into an exchange agreement with a qualified intermediary which provides for the 1031 Exchange, provided that Buyer shall not be required to incur any additional expenses with respect to the 1031 Exchange. Buyer further agrees that Seller may assign this Agreement to a qualified intermediary in order to facilitate a 1031 Exchange, and Buyer agrees to cooperate with Seller in effecting such transaction, including, without limitation, consenting to the assignment of this Agreement to a qualified intermediary. In connection with and without limiting the foregoing, Buyer agrees to execute and deliver to Seller at Closing, the Assignment and Assumption Agreement attached hereto as **Exhibit C** and the Assignment and Release Agreement attached hereto as **Exhibit D**. The obligations of Buyer under this Section shall survive the Closing and shall not be merged therein.

6. Additional Conditions Precedent to Closing.

a. Buyer's Conditions Precedent to Closing. The obligations of Buyer hereunder are subject to satisfaction of all the conditions set forth in this section. Buyer may in its discretion waive any or all of such conditions in whole or in part but any such waiver shall be effective only if made in writing. If such conditions are not satisfied or waived, Buyer may cancel this Agreement without liability and receive a full refund of its deposits.

(1) All of Seller's representations and warranties shall be true and correct in all material respects as if made on and as of the Closing Date;

(2) Seller shall not be in default in the performance of any material covenant to be performed by Seller under this Agreement;

(3) Title Guaranty of Hawaii, Inc. shall have committed to issue to Buyer an Owner's Policy of Title Insurance (the "Title Policy") insuring fee simple title to the Property, subject only to the Permitted Encumbrances and the standard terms, conditions, exclusions and exceptions contained in the Title Policy; and

(4) There has been no material damage or adverse developments to the condition of the Property since Buyer's exercise of the Option, and if there is material damage to the property after the expiration of the due diligence period, but Seller repairs the damage prior to the closing date, the Buyer shall be required to close.

b. Seller's Conditions Precedent. The obligations of Seller hereunder are subject to satisfaction of all the conditions set forth in this

section. Seller may waive any or all of such conditions in whole or in part but any such waiver shall be effective only if made in writing. If such conditions are not satisfied, Seller may cancel this Agreement without liability, whereupon Buyer's deposits shall be refunded to it, unless the failure of a condition is caused by the default of Buyer, in which event Seller shall not be obligated to return the deposits.

(1) All of Buyer's representations and warranties shall be true and correct in all material respects as if made on and as of the Closing Date; and

(2) Buyer shall not be in default in the performance of any material covenant to be performed by Buyer under this Agreement.

7. Representations.

a. Seller's Representations. Seller hereby represents and warrants to Buyer, which representations and warranties are true as of the date of this Agreement, will be true as of the Closing Date and will survive the Closing:

(1) All the documents executed by Seller which are to be delivered to Buyer at Closing will be: duly authorized, executed, and delivered by Seller; legal, valid, and binding obligations of Seller; sufficient to convey fee simple title to the Property (if they purport to do so); and not in violation of any mortgage, agreement or undertaking to which Seller is a party or to which Seller is subject or by which Seller or the Property, may be bound or affected.

(2) Seller is duly organized, existing and authorized to do business under the laws of the State of Hawaii.

(3) Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code (the "Code") and is not a "nonresident person" within the meaning of §235-68(a) of the Hawaii Revised Statutes.

b. Buyer's Representations. Buyer hereby represents and warrants to Seller, which representations and warranties are true as of the date of this Agreement, will be true as of the Closing Date and will survive the Closing:

(1) All the documents executed by Buyer which are to be delivered to Seller at Closing will be: duly authorized, executed, and delivered by Buyer; legal, valid, and binding obligations of Buyer; and not in

violation of any mortgage, agreement or undertaking to which Buyer is a party or to which Buyer is subject or by which Buyer may be bound or affected.

(2) Buyer is duly organized and existing under the laws of the State of Hawaii. Buyer has not filed or been the subject of any filing of a petition under the Federal Bankruptcy Law or any federal or state insolvency laws or laws for composition of indebtedness or for the reorganization of debtors.

8. Brokerage. Buyer and Seller each represent to the other that it has not engaged any broker, agent, finder or other party in connection with this transaction to whom a finder's fee or commission is owed or will be owed at Closing or otherwise. In the event of any claim for a broker's fee, finder's fee, commission or other similar compensation in connection herewith arising out of any claim by reason of services alleged to have been rendered to, or at the request of either party, such party agrees to indemnify, defend, protect and hold the other party harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which the other party may sustain or incur by reason of such claim. The provisions of this Section shall survive the termination of this Agreement or the Closing.

9. Assignment. This Agreement may not be assigned by Buyer without the prior written consent of Seller, which may be withheld or conditioned in Seller's sole discretion. Seller may assign this Agreement without Buyer's consent to any affiliate or subsidiary of Seller to which Seller's transfers the land including the Property for purposes of development.

10. Default; Remedies; Attorneys' Fees & Costs. Except as otherwise provided in this Agreement, in the event that a party shall fail to perform its obligations under this Agreement, the other party may: (a) bring an action for damages for breach of contract; (b) file and maintain a suit for specific performance of this Agreement; or (c) pursue any other legal remedy as shall be allowed at law or in equity. In the case of a default by Buyer, Seller may also, as an additional remedy, retain all deposits made by Buyer, to the extent permitted by law. If any party hereto shall ever be in default with respect to this Agreement, and the other party shall incur expenses, fees and costs or employ legal counsel to make any demand or otherwise to protect or enforce its rights herein, the party in default shall pay all such costs and expenses incurred by the other party, including court costs and reasonable attorneys' fees.

11. Miscellaneous.

a. Entire Agreement. This Agreement is the entire agreement between the parties and shall not be modified except by an instrument in writing signed by all of the parties. This Agreement supersedes any and all other understandings or agreements, whether written or oral, between Seller and Buyer concerning the sale and purchase of the Property.

b. No Waiver; Time of the Essence. No failure by either party to insist upon strict performance by the other party of any of the terms and provisions of this Agreement shall constitute or be deemed to be a waiver of any such term or provision, or constitute an amendment or waiver of any such term or provision by course of performance. Time is of the essence with respect to the obligations under this Agreement.

c. Notices. Any notice given by either party pursuant to this Agreement shall be valid if in writing and personally delivered, sent by facsimile transmission, or if sent by registered or certified mail, return receipt requested, postage prepaid, to the last known address of the other party, and copies of notices will be concurrently sent to Seller's and Buyer's attorneys. Such notice shall be effective upon such personal delivery, completion of facsimile transmission with confirmation of successful transmission, or two (2) days after such mailing. Either party may, at any time and from time to time, in the manner set forth for the giving of notices, give notice to the other party hereunder of any change of address, and such address shall be sufficient as the last known address of the party hereunder. The following addresses and facsimile numbers shall be used until notice to the contrary:

To Seller at: Alexander & Baldwin, Inc.
822 Bishop Street
Honolulu, Hawaii 96813
Attn: Mr. Robert K. Sasaki

To Buyer at: Maui Economic Opportunity, Inc.
99 Mahalani Street
Wailuku, HI 96793
Attn: Sananda K. Baz

d. Headings. All headings used in this Agreement are for reference convenience only and are not to be construed as limiting in any manner the content of any Section, paragraph or particular provision.

e. Applicable Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Hawaii.

f. Severability. If any provisions of this Agreement is held invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision hereof.

g. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties herein named and their respective successors and permitted assigns.

h. Counterparts. This Agreement may be executed by fax and in counterparts. Each counterpart shall, irrespective of the date of its execution and delivery, be deemed an original, and the counterparts together shall constitute one and the same instrument. If this Agreement is executed by fax, the party signing by fax will promptly provide original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

ALEXANDER & BALDWIN, INC.	**MAUI ECONOMIC OPPORTUNITY, INC.**
By _____	By _____
Its	Its
	By _____
	Its
"Seller"	"Buyer"

Attachments:

Exhibit A – Map of the Property and Option Property
Exhibit B –Form Limited Warranty Deed with Reservations and Covenants
Exhibit C – Form Assignment and Assumption Agreement
Exhibit D – Form Assignment and Release Agreement

EXHIBIT A to Option Agreement

Map of the Property

[To be inserted when Subdivision of the Property pursuant to the PSA is complete]

Exhibit B to Option Agreement

LIMITED WARRANTY DEED WITH RESERVATIONS AND COVENANTS

See Exhibit C to the Purchase and Sale Agreement

Exhibit C to Option Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

See Exhibit D to the Purchase and Sale Agreement

Exhibit D to Option Agreement

ASSIGNMENT AND RELEASE AGREEMENT

See Exhibit E to the Purchase and Sale Agreement

Exhibit C to Purchase and Sale Agreement

Return by Mail ( ) Pickup ( ) To:

Document contains ___ pages

Tax Map Key: (2)

LIMITED WARRANTY DEED WITH RESERVATIONS AND COVENANTS

ALEXANDER & BALDWIN, INC., a Hawaii corporation, whose address is 822 Bishop Street, Honolulu, Hawaii 96813, hereinafter called the "Grantor", in consideration of the sum of Ten Dollars ($l0.00) and other valuable consideration to it paid by **MAUI ECONOMIC OPPORTUNITY, INC, INC., a Hawaii non-profit corporation**, whose address is 99 Mahalani Street, Wailuku, Hawaii 96793, hereinafter called the "Grantee", the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee and its successors and assigns:

ALL of that certain parcel of land situate at Kahului, District of Wailuku, Island and County of Maui, State of Hawaii (the "Property), more fully described in Exhibit "A" attached hereto and made a part hereof, subject, however, to the encumbrances mentioned in said Exhibit "A";

AND the reversions, remainders, rents, issues and profits thereof, together with all buildings, improvements, tenements, rights, easements, privileges

and appurtenances to the same belonging or appertaining or held and enjoyed therewith, and all of the estate, right, title and interest of the Grantor both at law and in equity therein and thereto;

TO HAVE AND TO HOLD the same unto the Grantee and its successors and assigns, forever, subject, however, to the encumbrances mentioned in said Exhibit "A";

AND for the consideration aforesaid, the Grantor, for itself and its successors, hereby covenants with the Grantee, its successors and assigns: THAT the Grantor is the owner in fee simple of the Property; that the same is free and clear of and from all encumbrances made or suffered by Grantor except as mentioned in said Exhibit "A"; that it has good right to grant and convey the Property unto the Grantee as aforesaid, and will WARRANT AND DEFEND the same unto the Grantee forever against the lawful claims and demands of all persons claiming by, through, or under Grantor, except as aforesaid.

GRANTEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT (A) GRANTOR SHALL CONVEY AND GRANTEE SHALL ACCEPT THE PROPERTY "**AS IS, WHERE IS AND WITH ALL FAULTS**," AND (B) GRANTEE IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, FROM GRANTOR, OR ANY OFFICER, EMPLOYEE, ATTORNEY, AGENT OR BROKER OF GRANTOR, AS TO ANY MATTER, CONCERNING THE PROPERTY, OR SET FORTH, 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 or substances or archaeological matters, including without limitation, access, and 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 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, the structural elements, if any, appurtenances, access, landscaping, and any electrical, mechanical, plumbing, sewage and utility systems, facilities and appliances; the Property's compliance with any building code, OSHA, the Americans with Disabilities Act of 1990, as amended, and other laws, statutes, regulations or ordinances; the size, dimension, or topography of the Property, including without limitation, any flood hazard area or tsunami inundation area, any surface, soil, geologic, drainage, flooding or groundwater conditions 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 its investment value or resale value.

AND GRANTEE FURTHER acknowledges and agrees that the Property is subject to the following reservations and covenants:

1. Agricultural Activities. Grantee acknowledges that the Property is adjacent to, nearby or in the vicinity of lands being, or which in the future may be, actively used for the growing, harvesting and processing of sugar cane, coffee, and other agricultural products (such growing, harvesting and processing activities being herein collectively called the "Agricultural Activities"), which activities may from time to time bring upon the Property or result in smoke, dust, noise, heat, agricultural chemicals, particulates and similar substances and nuisances (collectively, the "Agricultural By-Products").

(a) Grantee hereby assumes complete risk of and forever releases Grantor and all Grantor Parties (defined below) from all claims for damages (including, but not limited to, consequential, special, exemplary and punitive damages) and nuisances occurring on the Property and arising out of any Agricultural Activities or Agricultural By-Products. Without limiting the generality of the foregoing, Grantee hereby, with full knowledge of its rights, forever: (i) waives any right to require Grantor and all Grantor Parties, and releases Grantor and all Grantor Parties from any obligation, to take any action to correct, modify, alter, eliminate or abate any Agricultural Activities or Agricultural By-Products, and (ii) waives any right to file any suit or claim against Grantor and any Grantor Parties for injunction or abatement of nuisances.

(b) Grantee shall indemnify, defend and hold harmless Grantor and all Grantor Parties from and against all claims, demands, actions, losses, damages, liabilities, costs and expenses, including, without limitation, attorneys' fees, asserted against or incurred by Grantor or any Grantor Parties, which arise out of any injury, death or damage to person, property or business that occurs on the Property and is the result of any Agricultural Activities or Agricultural By-Products, irrespective of the theory of liability asserted against Grantor and any Grantor Parties; provided, however, this indemnification shall not apply to claims, demands, actions, losses, damages, liabilities, costs and expenses caused by the proven (and not merely alleged) willful misconduct of Grantor or any Grantor Parties, but unless Grantor's or any Grantor Party's willful misconduct shall be established by a final, nonappealable judgment of a court of competent jurisdiction, Grantor and all Grantor Parties shall be entitled to the full benefits of this indemnification, including the right to reimbursement for all costs and expenses, including attorneys' fees, incurred in the defense of any claims or demands asserted by any party against Grantor and any Grantor Parties.

(c) Any Agricultural Activities or Agricultural By-Products, and any claim, demand, action, loss, damage, liability, cost or expense arising therefrom, shall not constitute a breach of any covenant or warranty of Grantor

under this Instrument or be the basis for a suit or other claim for injunction or abatement of nuisances, and Grantee hereby forever waives any right to file any such suit or claim.

(d) As used in this Instrument, all references to "Grantor Parties" shall mean and include Grantor and all parent, subsidiary, sister and other affiliated companies, officers, directors, and employees of Grantor, in their respective capacities as the current owner of the Property, the owner of the lands on which the Agricultural Activities are or may be conducted, and the person conducting or who may conduct the Agricultural Activities, and all successors and assigns of Grantor and its parent, subsidiary, sister and affiliated companies. "Grantee" shall mean and include Grantee and all of its successors and assigns.

2. Reserved Right to Grant Utility and Drainage Easements and to Amend, Relocate or Delete Designated Easements. Grantor reserves to itself, and its successors and assigns the right to designate and to grant to the State of Hawaii, the County of Maui, Maui Electric Company, the Department of Water Supply of the County of Maui, Hawaiian Telcom, or any other appropriate governmental agency or to any public utility or other public or private person or entity, easements for electrical, water, gas, cable television, communications, drainage and other utility facilities and purposes over, under, along, across or through the Property, all of which easements may be in favor of such lands as Grantor may determine in its sole discretion. Grantor further reserves the right to amend, modify, expand, relocate, or delete any easements that are currently designated on the Property for electrical, water, gas, cable television, communications, sewer, other utility purposes, or for drainage, access, landscaping, or other purposes, to the extent Grantor deems necessary in its discretion to accurately reflect the layout and location of any utility, drainage, access, landscaping or other improvements "as built". Grantor may exercise these reserved rights without notice to or the consent of joinder of Grantee, or of Grantee's successors and assigns, and easements granted by Grantor pursuant to this reservation may be on such terms and conditions as Grantor may determine in its sole discretion. Grantee hereby acknowledges and consents to such reservation, and irrevocably consents to easements designated and granted pursuant to such reservation. Further, Grantee irrevocably appoints Grantor as Grantee's attorney-in-fact to grant such easements and do all other things necessary to effectuate such grants. This power-of-attorney is coupled with interest and is irrevocable. Notwithstanding such appointment, Grantee shall promptly upon Grantor's request and for no additional consideration, join in and execute such documents and instruments to effectuate such grants as may be requested by Grantor. Grantor's reserved rights in this paragraph may without Grantee's consent be assigned to Grantor's affiliates, including without limitation, A&B Properties, Inc., a Hawaii corporation.

3. Restriction on Use; Approval of Improvements. Grantee, for itself and its successors and assigns, covenants and agrees that the Property shall be used only as a baseyard, including parking, storage and maintenance of

Grantee's busses, vans and other vehicles and employee cars; maintenance, wash, and fueling facilities for the foregoing vehicles; bus transfer station for Grantee's busses; administrative and operational offices for Grantee's use; classroom and meeting facilities for Grantee; parts and supplies storage; and improvements required by county or state law for Grantee's permitted uses. Regardless of the uses of the Property which may from time to time be permitted under applicable zoning, no other use of the Property shall be allowed unless approved in advance by Grantor in writing. Prior to constructing any improvements on the Property, Grantee shall submit its complete plans for the improvements to Grantor for its review and approval. Grantee acknowledges and agrees that Grantor may withhold its approval of proposed improvements if Grantor reasonably determines that the design, construction, height, location, massing, density, setbacks or finish of the proposed improvements would have a material and adverse effect on adjoining properties or would be materially inconsistent with the improvements permitted in the surrounding Maui Business Park. Grantor shall issue its approval or disapproval within sixty (60) days of Grantee's submission of complete and final plans. Upon approval, Grantee may proceed to construct its improvements in accordance with the approved plans, and Grantee may not deviate from such plans unless proposed changes are approved in accordance with this provision. The requirement of Grantor's approval of proposed improvements shall remain in effect so long as Grantor or its affiliates or subsidiaries own any land within one (1) mile of the Property.

4. Reservation of All Water Rights. Grantor reserves to itself and its successors and assigns all waters and water rights of every nature on, under or otherwise appurtenant or belonging to the Property, including without limitation the right to collect, use and appropriate all underground and percolating water, tributary and non-tributary, within and under the Property, and the right to enter into other agreements similarly affecting the Property, provided such right is not exercised in such a way as to unreasonably interfere with the occupancy, use, enjoyment or access of the Property by the owner or occupant, and provided further that this reservation shall not be construed to give Grantor or its successors or assigns the right to enter upon the Property or any improvements thereon to drill for, intercept or convey any such water except in the exercise of any easement or other encumbrance which affects the Property. Grantee hereby acknowledges and consents to such reservation, irrevocably acknowledges and agrees that by virtue of such reservation Grantee, and its successors and assigns, may not, among other things, drill any wells at the Property, and further acknowledges that this reservation is for the benefit of and to preserve and protect the value and desirability of Grantor's lands adjoining or in the vicinity of the Property.

5. Flowage. Grantor reserves to itself and its successors and assigns an easement for the free flow and discharge over and onto the Property of surface water and run-off from any adjacent or nearby lands that are owned by Grantor or its affiliates or subsidiaries, but only as such flow and discharge exists

as of the date hereof or upon completion of the roadways and other subdivision infrastructure of the Maui Business Park Phase II development.

The parties hereto agree that this instrument 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 all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this Instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed these presents this _____ day of _____, 200___.

ALEXANDER & BALDWIN, INC.

By _____

_____

Its

By _____

_____

Its

Grantor

MAUI ECONOMIC OPPORTUNITY, INC.

By _____

Samanda K. Baz

Its Executive Director

By _____

G. Riki Hokama

Its Board President

Grantee

[Note: Recording Caption, Notary Pages, and Exhibit A (including Property Description and List of the Permitted Encumbrances) to be Attached at Closing]

Exhibit D to Purchase and Sale Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT
(ABI)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment Agreement") is entered into as of this ___ day of _____, 200___ (the "Effective Date"), by and among (i) T. G. EXCHANGE, INC., a Hawaii corporation ("Assignee"); (ii) ALEXANDER & BALDWIN, INC., ("Assignor"); and (iii) MAUI ECONOMIC OPPORTUNITY, INC., a Hawaii nonprofit corporation ("Transferee").

THE PARTIES ENTER INTO THIS ASSIGNMENT AGREEMENT on the basis of the following facts, understandings and intentions:

A. Assignor and Transferee entered into that certain PURCHASE AND SALE AGREEMENT dated _____, 2007 (such agreement, as the same may be amended, is hereinafter called the "Disposition Agreement"), whereby, subject to certain terms and conditions, Assignor agreed to convey to Transferee the Property. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Disposition Agreement.

B. Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under the Disposition Agreement.

C. As of the Effective Date (which is the day prior to the date of closing of escrow and transfer of the Property), Assignee desires to assume and accept all of Assignor's right, title and interest in, to and under the Disposition Agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties hereto the parties agree as follows:

1. Assignment by Assignor. As of the Effective Date, Assignor shall and does hereby assign and transfer to Assignee all of Assignor's right, title and interest in, to and under the Disposition Agreement, and Assignee shall and does hereby accept Assignor's assignment and does hereby assume all of Assignor's right, to and interest in, to and under the Disposition Agreement. The foregoing assignment shall not release Assignor from any liability under the Disposition Agreement.

2. Benefit. This Assignment Agreement and all of the terms, covenants, and conditions hereof shall extend to the benefit of and be binding upon the respective successors, successors in trust and permitted assigns of the parties hereto.

3. Consent by Transferee. As of the Effective Date, Transferee shall and does hereby consent to the foregoing assignment and assumption of the Disposition Agreement.

4. Modifications. This Assignment Agreement may not be amended, modified or otherwise changed in any manner except in writing and executed by the parties to be charged.

5. Governing Law. This Assignment Agreement shall be governed and construed in accordance with the laws of the State of Hawaii.

6. Liability. Any liability which may arise as a consequence of the execution of this Assignment Agreement by or on behalf of Assignor shall be a liability of Assignor and not the personal liability of any officer, director, shareholder or employee of Assignor.

7. Counterparts. This Assignment Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and the counterparts together shall constitute one and the same instrument. This Assignment Agreement may be executed by facsimile and each party shall have the right to rely upon a facsimile counterpart signed by the other party to the same extent as if such party had received an original counterpart from the party signing such facsimile counterpart.

IN WITNESS WHEREOF, Assignor, Assignee and Transferee have executed this Assignment Agreement as of the day and year first above written.

ASSIGNEE

T. G. EXCHANGE, INC.,
a Hawaii corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ASSIGNOR

ALEXANDER & BALDWIN, INC.,

By: _____
Name: _____
Title: _____

By: _____
Name: _____

Title: _____

TRANSFEREE

MAUI ECONOMIC OPPORTUNITY, INC.,
a Hawaii nonprofit corporation

By: _____
Name: Samanda K Baz
Title: EXECUTIVE DIRECTOR

By: _____
Name: G. Riki Hokama
Title: Board President

Exhibit E to Purchase and Sale Agreement

ASSIGNMENT AND RELEASE AGREEMENT
(ABI)

THIS ASSIGNMENT AND RELEASE AGREEMENT (this "Release Agreement") is entered into as of this ___ day of _____, 200__ (which is the day after the Closing as defined below) (the "Effective Date"), by and among (i) T. G. EXCHANGE, INC., a Hawaii corporation ("Assignor"); (ii) ALEXANDER & BALDWIN, INC., ("Assignee"); and (iii) MAUI ECONOMIC OPPORTUNITY, INC., a Hawaii nonprofit corporation ("Transferee").

THE PARTIES ENTER INTO THIS RELEASE AGREEMENT on the basis of the following facts, understandings and intentions:

A. Assignee and Transferee entered into that certain PURCHASE AND SALE AGREEMENT dated _____, 2007 (such agreement, as the same may be amended, is hereinafter called the "Disposition Agreement"), whereby, subject to certain terms and conditions, Assignee agreed to convey to Transferee the Property. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Disposition Agreement.

B. Assignee assigned to Assignor all of its right, title and interest in, to and under the Disposition Agreement pursuant to an Assignment and Assumption Agreement dated as of _____, 200___.

C. The Property was transferred to Transferee pursuant to the Disposition Agreement.

D. Assignor now desires to reassign to Assignee any remaining representations, warranties, indemnities, covenants and obligations which survive the date of closing of escrow and transfer of the Property (the "Closing").

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties hereto, the parties agree as follows:

1. Assignment by Assignor. As of the Effective Date, Assignor shall and does hereby reassign and transfer to Assignee all of Assignor's right, title and interest in, to and under each of the representations, warranties, indemnities, covenants and obligations in the Disposition Agreement which by their terms survive the Closing; and Assignee hereby assumes the same.

2. Benefit. This Release Agreement and all of the terms, covenants, and conditions hereof shall extend to the benefit of and be binding upon the respective successors, successors in trust and permitted assigns of the parties hereto.

3. Consent and Release of Assignor. As of the Effective Date, Transferee shall and does hereby (a) consent to the foregoing assignment and (b) release Assignor of

and from any and all obligations Assignor may now have or may in the past have had or in the future may have towards Transferee arising under or in connection with the Disposition Agreement. This Release Agreement does not release Assignee from any liability under the Disposition Agreement.

4. Modifications. This Release Agreement may not be amended, modified or otherwise changed in any manner except in writing and executed by the parties to be charged.

5. Governing Law. This Release Agreement shall be governed and construed in accordance with the laws of the State of Hawaii.

6. Liability. Any liability which may arise as a consequence of the execution of this Release Agreement by or on behalf of Assignee shall be a liability of Assignee and not the personal liability of any officer, director, shareholder or employee of Assignee.

7. Counterparts. This Release Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and the counterparts together shall constitute one and the same instrument. This Release Agreement may be executed by facsimile and each party shall have the right to rely upon a facsimile counterpart signed by the other party to the same extent as if such party had received an original counterpart from the party signing such facsimile counterpart.

IN WITNESS WHEREOF, Assignor, Assignee and Transferee have executed this Release Agreement as of the day and year first above written.

ASSIGNOR

T. G. EXCHANGE, INC.,
a Hawaii corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ASSIGNEE

ALEXANDER & BALDWIN, INC.,

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

TRANSFEREE

MAUI ECONOMIC OPPORTUNITY, INC.,
a Hawaii nonprofit corporation

By: _____
Name: Sananda K. Baz
Title: Executive Director

By: _____
Name: G Riki Hokama
Title: Board President

APPENDIX B

Preliminary Engineering Report with Drainage Study

PRELIMINARY ENGINEERING REPORT

FOR

MAUI ECONOMIC OPPORTUNITY TRANSPORTATION CENTER

Kahului, Maui, Hawaii

T.M.K.: (2) 3-8-006: por. 004

Prepared for:

Maui Economic Opportunity, Inc.
99 Mahalani Street
Wailuku, Maui, Hawaii 96793

STACY A. OTOMO
LICENSED PROFESSIONAL ENGINEER
No. 5115-C
HAWAII, U.S.A.

Prepared by:

OTOMO ENGINEERING, INC.

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December 2007

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PRELIMINARY ENGINEERING REPORT
FOR
MAUI ECONOMIC OPPORTUNITY
TRANSPORTATION CENTER
T.M.K.: (2) 3-8-006: por. 004

1.0 INTRODUCTION

The purpose of this report is to provide information on the existing infrastructure which will be servicing the proposed project. It will also evaluate the adequacy of the existing infrastructure and anticipated improvements which may be required for the proposed project.

The subject property is identified as T.M.K.: (2) 3-8-006: portion of 004, which contains approximately 10.041 acres. The project site is bordered by vacant land to the north, east, and south, and Puunene Avenue and Mokulele Highway to the west. Hansen Road is approximately 500 feet to the south of the subject parcel. The project site and surrounding areas were previously used for sugar cane cultivation.

The development plan is to construct a transfer station, 3-story administration building, transportation services building, bus storage area, mini-bus storage area, van storage, and vehicle parking. Associated improvements include utility connections, paved parking areas and landscaping.

2.0 EXISTING INFRASTRUCTURE

2.1 ROADWAYS

Mokulele Highway is the major arterial highway which links Kahului and the Upcountry areas to Kihei. It is a State-owned, four-lane roadway. Improvements are ongoing on the final phase to upgrade it to a four-lane highway to Kihei.

Puunene Avenue is a County-owned, two-lane roadway, with a terminus at Kaahumanu Avenue and the old Puunene camp. The Mokulele Highway improvements at the Dairy Road intersection replaced Puunene Avenue roadway improvements between Dairy Road and Hansen Road. Remnants of the old pavement exist between Mokulele Highway and the project site.

Hansen Road is a County-owned, two-lane roadway connecting Mokulele Highway and Hana Highway. This road is primarily used for local traffic between East and Upcountry Maui to South Maui.

There is an existing access easement from Hansen Road to the southeast corner of the property. However, there are no improvements within the easement.

2.2 DRAINAGE

The elevation on the parcel ranges from 66 feet above mean sea level at the southwestern corner of the site to 50 feet above mean sea level at the northeastern corner, averaging approximately 1.5%. Rocks and soil are stockpiled on the eastern half of the project site.

According to Panel No. 150003 0190 D of the Flood Insurance Rate Map, dated March 16, 1995, the project site is situated in Flood Zone C. Flood Zone C is designated as areas of minimal flooding.

According to the "Soil Survey of Islands of Kauai, Oahu, Maui, Molokai, and Lanai, State of Hawaii (August, 1972)," prepared by the United States Department of Agriculture Soil Conservation Service, the soils within the project site are classified as Ewa silty clay loam, 0 to 3 percent slopes (EaA), Waiakoa silty clay loam (WeB), 3 to 7 percent slopes, and Waiakoa very stony silty clay loam (WgB), 3 to 7 percent slopes. Ewa silty clay loam is characterized as having very slow runoff and a no more than a slight erosion hazard. Waiakoa silty clay loam and Waiakoa very stony silty clay loam are characterized as having moderate permeability, slow runoff, and a slight erosion hazard. Approximately 80 percent of the site consists of the Waiakoa series.

There are no existing drainage systems in the vicinity of the project site. Presently, onsite runoff sheet flows in a southwest to northeast direction onto the adjacent parcel. There is a low berm along the western property line which prevents onsite runoff from sheet flowing onto the old Puunene Avenue roadway. It is estimated that the 50-year, 1-hour runoff from the undeveloped portion of the project site is 8.18 cfs.

2.3 SEWER

There are no existing sewer facilities on or adjacent to the project site. The nearest sewer system is on Hookele Street, approximately 580 feet to the north of the project site. Wastewater collected from the Kahului area is transported to the Kahului Wastewater Treatment Plant in Naska.

2.4 WATER

Domestic water and fire flow will be provided by the County's water system. There is an existing 8-inch waterline which traverses from Hookele Street, through the former cane lands to the east of the project site, and then onto Hansen Road. At Hansen Road, the waterline reduces to a 6-inch line. The 6-inch waterline then traverses along Puunene Avenue and terminates with a 4-inch line at the old Puunene School.

Domestic water and fire flow for the Kahului area are serviced from the 3.0 million gallon Mokuhau tank and wells in Happy Valley, which is at elevation of 358 feet. The source for this water system is from the Central Maui source.

2.5 ELECTRIC, TELEPHONE AND CABLE TV

There are existing overhead utility lines traversing through the project site along the southern boundary. There are also overhead electrical and telephone lines along the east side of Mokulele Highway fronting the project site.

3.0 ANTICIPATED INFRASTRUCTURE IMPROVEMENTS

3.1 ROADWAYS

Access to the project site will be from the existing access and utility easement from Hansen Road to the southeast corner of the project site. The widths and radius of the access roadway will be designed to accommodate the movement of the buses which will be used to service the facility.

In addition to the designated access, a possible exit from the project site is at the southwest corner of the parcel. Vehicles exiting the project site will make a left turn onto the remnant roadway on Puunene Avenue and approach a stop condition at the intersection of Puunene Avenue and Hansen Road. Approvals must be secured from the Department of Public Works, County of Maui and the State Department of Transportation.

The conclusions and recommendations in the *Traffic Impact Assessment Report for the MEO Transportation Center*, prepared by Phillip Rowell & Associates recommended the following mitigation measures for the project:

"The intersection of Hansen Road at the project entrance should be improved to provide a separate left turn lane for northbound to westbound left turns. Because a significant percentage of vehicles generated by the project will be buses, it is recommended that the left turn storage lane be long enough

to accommodate a minimum of two buses, which would make the minimum length 90 feet."

3.2 DRAINAGE

The 50-year, 1-hour post development runoff from the project site is estimated to be 37.40 cfs, which is an increase of 29.22 cfs from the existing conditions. Onsite runoff will be collected by catch basins within the driveway and parking areas and conveyed to detention basins within the landscape areas and/or subsurface drainage systems located within the paved areas. The drainage system will be designed to accommodate at least the increase in runoff from a 50-year, 1-hour storm.

There will be no additional runoff sheet flowing from the project site to adjacent properties as a result of the development of the project. The proposed drainage system will be designed in accordance with Chapter 4, "Rules for the Design of Storm Drainage Facilities in the County of Maui."

3.3 SEWER

The proposed 15,000 square feet administrative building and 30,000 square feet transportation services building will generate approximately 3,000 gallons of wastewater daily (See Appendix C). An offsite sewerline must be constructed from the north end of the project to the existing system on Hookele Street. Depending on the final alignment of the offsite sewerline, an onsite sewer pump station may be required to convey the project's wastewater to the existing sewer system.

Hawaiian Commercial & Sugar Company (HC&S) presently has plans to abandon their septic system at their mill site and connect to the existing sewer system on Hookele Street. They have prepared plans for a force main and gravity system for the tie-in and are close in securing the necessary approvals for the construction of the system.

An alternative for the project is to connect to the gravity portion of the HC&S sewer system.

3.4 WATER

In accordance with the Department of Water Supply's Domestic Consumption Guidelines for a business development, the average daily demand for the proposed project is approximately 60,246 gallons per day (See Appendix B). Fire flow demand for commercial development is 2,000 gallons per minute for a 2-hour duration. The water system will be designed to meet the domestic and fire flow demands of the project.

The project will connect to the existing 8-inch waterline traversing mauka of the project site. The required water meter size will be determined at the time the building permit is applied for. At the present time, the Department of Water Supply (DWS) cannot guarantee water for the project. The project may be subject to the Water Availability Ordinance which was recently passed by the Maui County Council. A water meter can be applied for and secured after the required improvements are installed, inspected and accepted by the DWS.

3.5 ELECTRIC, TELEPHONE AND CABLE TV

The proposed electrical, telephone and cable TV distribution systems for the subject project will be installed underground from the existing facilities along the Maalaea Road or the adjacent developments.

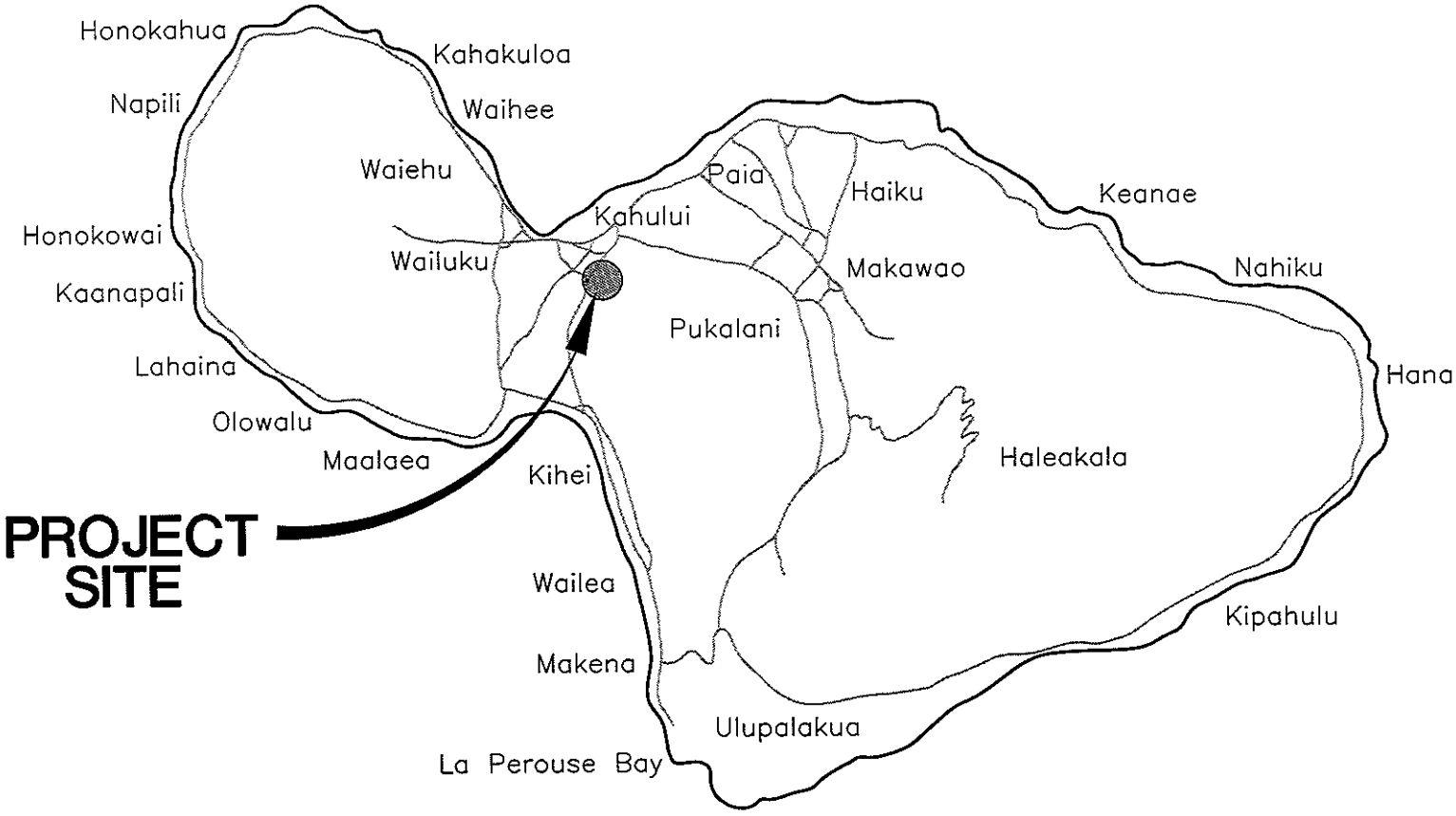
EXHIBITS

1 Location Map

2 Vicinity Map

3 Soil Survey Map

4 Flood Insurance Rate Map



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ISLAND OF MAUI

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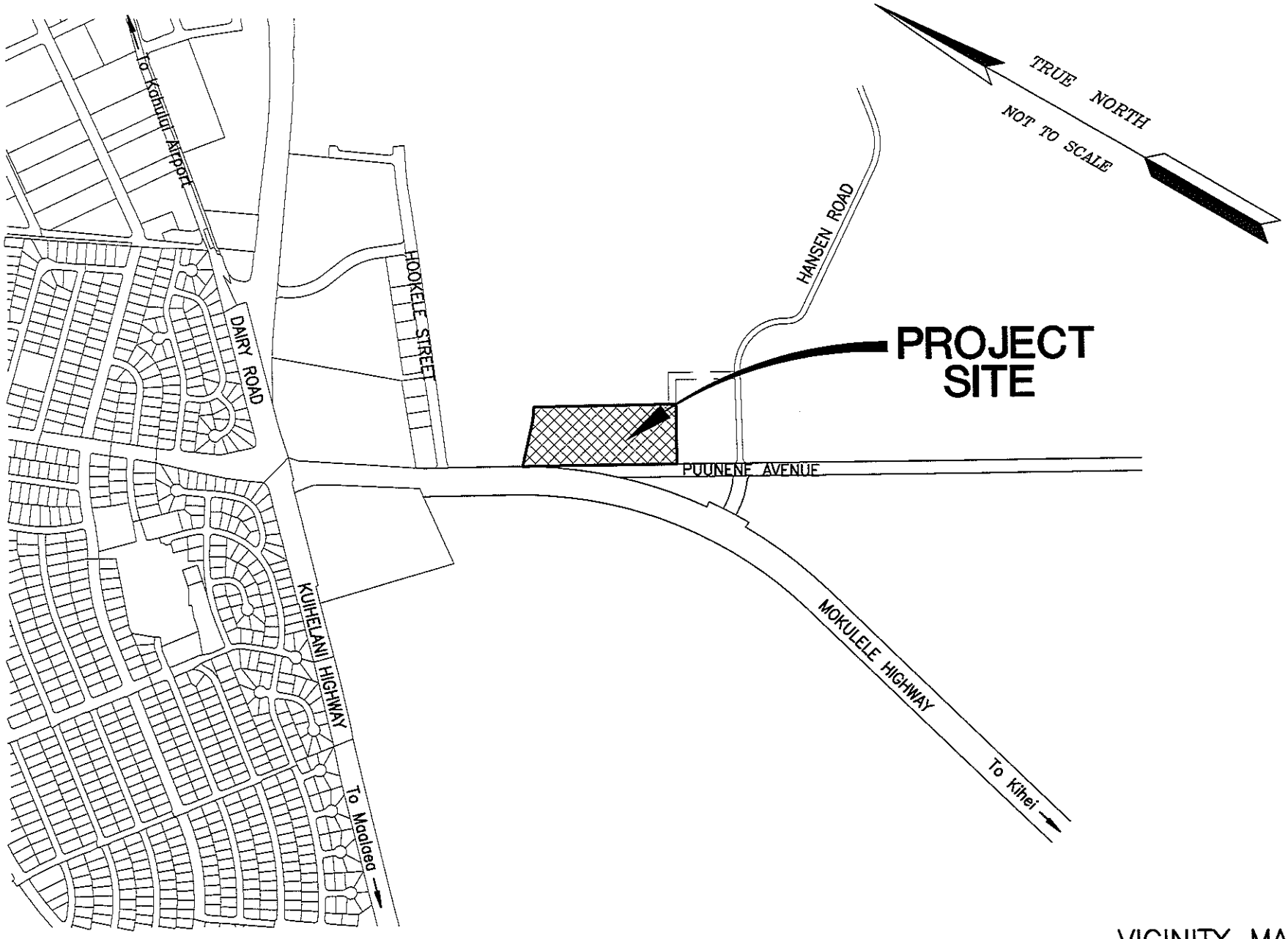
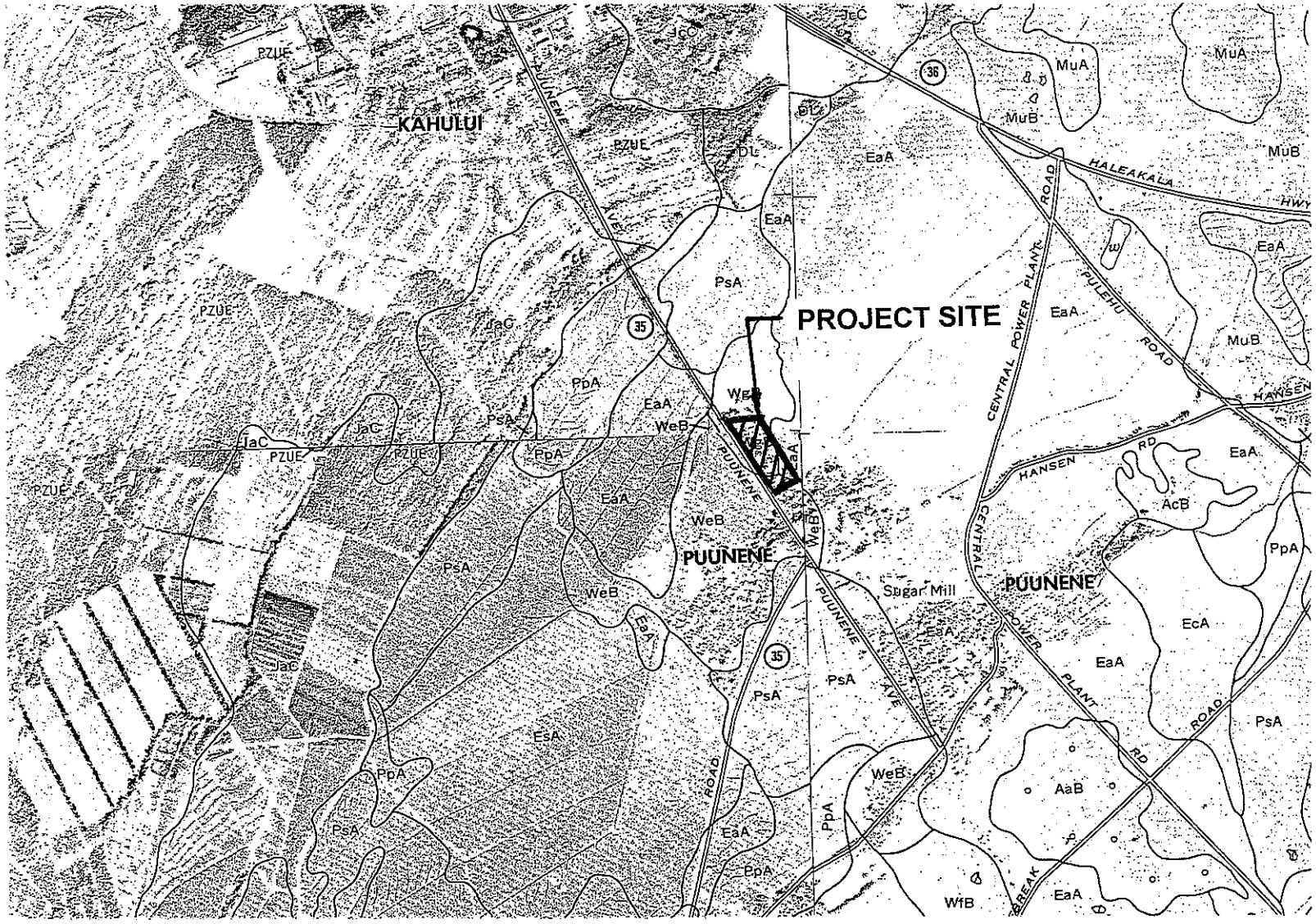
LOCATION MAP
EXHIBIT 1

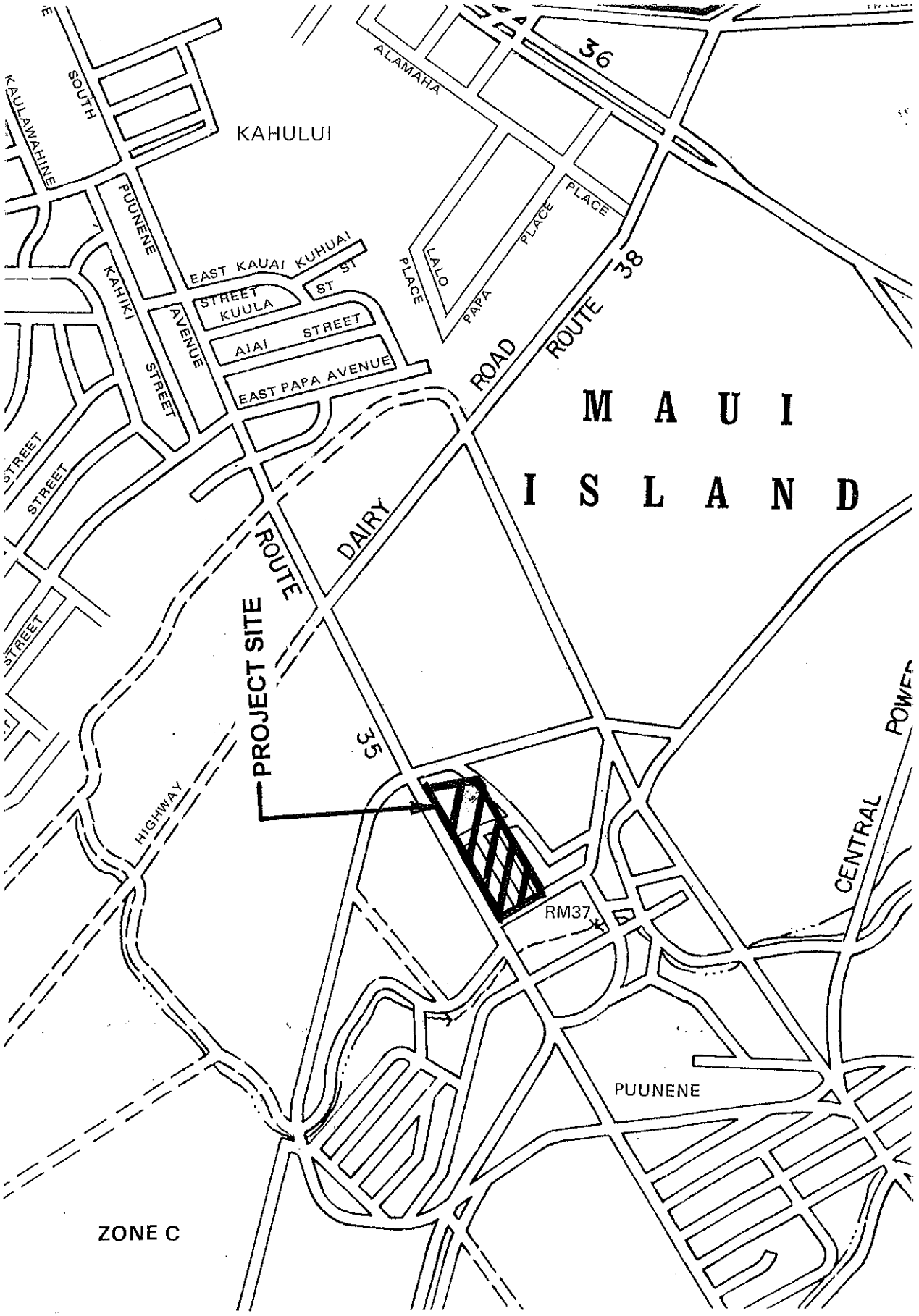


VICINITY MAP
EXHIBIT 2



SOIL SURVEY MAP
EXHIBIT 3

FLOOD INSURANCE
RATE MAP
EXHIBIT 4



APPENDIX A
HYDROLOGIC CALCULATIONS

Hydrologic Calculations

Purpose: Determine the increase in onsite surface runoff from the undeveloped portion of the project site based on a 50-year, 1-hour storm.

A. Determine the Runoff Coefficient (C):

EXISTING CONDITIONS:

Infiltration (Medium)	=	0.07
Relief (Flat)	=	0.00
Vegetal Cover (Good)	=	0.03
Development Type (Ag)	=	0.15
C	=	0.25

DEVELOPED CONDITIONS:

ROOF AREAS:

Infiltration (Negligible)	=	0.20
Relief (Hilly)	=	0.06
Vegetal Cover (None)	=	0.07
Development Type (Roof)	=	0.55
C	=	0.88

PAVEMENT AREAS:

Infiltration (Negligible)	=	0.20
Relief (Flat)	=	0.00
Vegetal Cover (None)	=	0.07
Development Type (Pavement)	=	0.55
C	=	0.82

LANDSCAPE AREAS:

Infiltration (Medium)	=	0.07
Relief (Flat)	=	0.00
Vegetal Cover (Good)	=	0.03
Development Type (Landscape)	=	0.15
C	=	0.25

DEVELOPED CONDITIONS:

Paved Area = 8.26 Acres

Roof Area = 0.58 Acres

Landscaped Area = 1.20 acres

WEIGHTED C = 0.76

B. Determine the 50-year 1-hour rainfall:

i_{50} = 2.5 inches

Adjust for time of concentration to compute Rainfall Intensity (I):

Existing Condition:

T_c = 35 minutes

I = 3.26 inches/hour

Developed Condition:

T_c = 13 minutes

I = 4.90 inches/hour

C. Drainage Area (A) = 10.041 Acres

D. Compute the 50-year storm runoff volume (Q):

Q = CIA

Existing Conditions:

Q = (0.25)(3.26)(10.04)

= 8.18 cfs

Developed Conditions:

Q = (0.76)(4.90)(10.04)

= 37.40 cfs

The increase in runoff due to the development of the proposed development is 37.40 - 8.18 = 29.22 cfs.

Hydrograph Plot

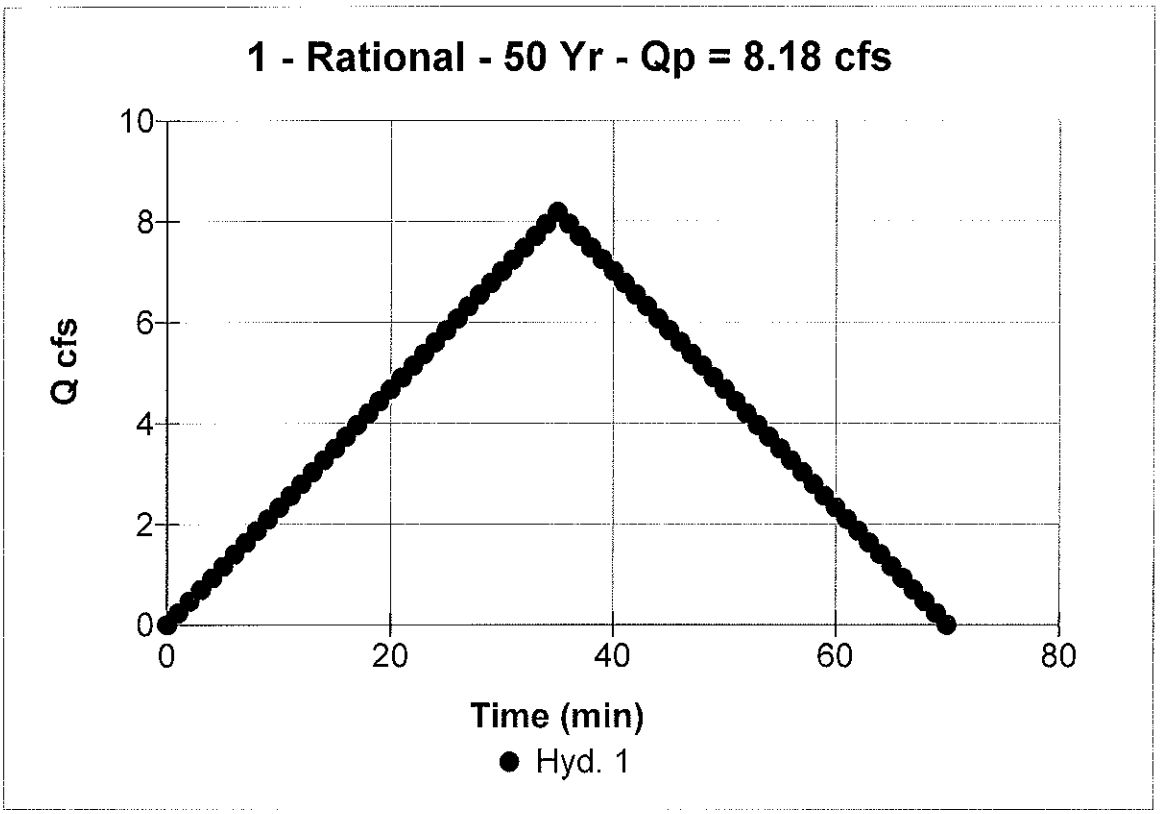
English

Hyd. No. 1

EXISTING CONDITIONS

Hydrograph type	= Rational	Peak discharge	= 8.18 cfs
Storm frequency	= 50 yrs	Time interval	= 1 min
Drainage area	= 10.0 ac	Runoff coeff.	= 0.25
Intensity	= 3.26 in	Time of conc. (Tc)	= 35 min
I-D-F Curve	= 2-5.IDF	Reced. limb factor	= 1

Total Volume = 17,175 cuft



Hydrograph Plot

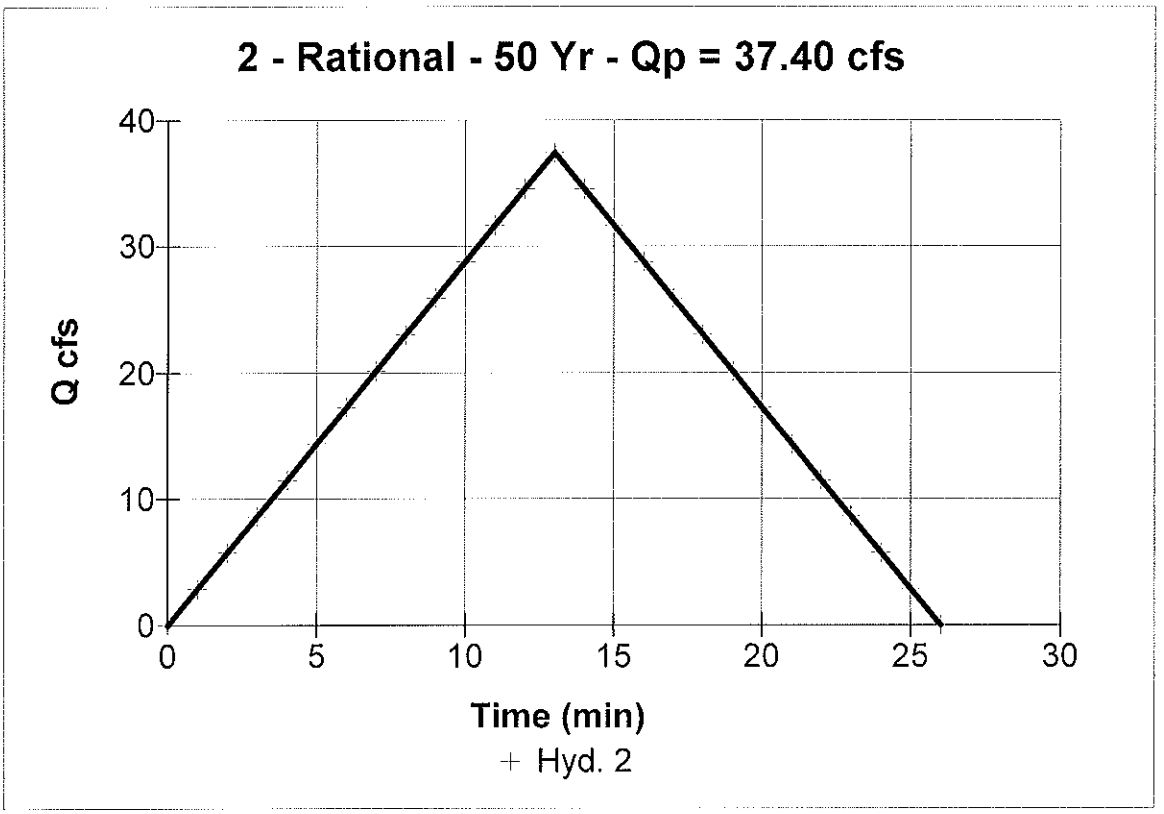
English

Hyd. No. 2

DEVELOPED CONDITIONS

Hydrograph type	= Rational	Peak discharge	= 37.40 cfs
Storm frequency	= 50 yrs	Time interval	= 1 min
Drainage area	= 10.0 ac	Runoff coeff.	= 0.76
Intensity	= 4.90 in	Time of conc. (Tc)	= 13 min
I-D-F Curve	= 2-5.IDF	Reced. limb factor	= 1

Total Volume = 29,173 cuft



APPENDIX B
WATER DEMAND CALCULATIONS

WATER DEMAND CALCULATIONS

Per 2002 Water System Standards:

Average Daily Demand (ADD) = 6,000 gallons per acre for commercial

ADD = (6,000 gal/acre) (10.041 acres) = 60,246 gpd

APPENDIX C
WASTEWATER CALCULATIONS

WASTEWATER CALCULATIONS

Per the 2000 Wastewater Flow Standards:

Wastewater Contribution for Office use is 20 gallons/employee/day
Wastewater Contribution for Industrial Shop is 25 gallons/employee/day

Office Employees is 1 per 200 square feet of floor area
Office Area = 15,000 square feet, Total Employees = 75 Employees

Industrial Employees is 1 per 500 square feet of floor area
Industrial Area = 30,000 square feet, Total Employees = 60 Employees

Wastewater Contribution = (75 employees) x (20 gallons/employee/day) +
(60 Employees)(25 gallons/employee/day) = 3,000 gpd

APPENDIX C

Cultural Impact Assessment

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✓Sandy
✓Leinaala
✓Harry-O

SCS Project Number 768-CIA-1

A CULTURAL IMPACT ASSESSMENT ON A LAND PARCEL LOCATED IN PU`UNĒNĒ AHUPUA`A, WAILUKU DISTRICT, MAUI ISLAND, HAWAI`I [TMK 3-8-06: por. OO4]

Prepared By:
Leann McGerty, B.A.
And
Robert L. Spear, Ph.D.
April 2007

Prepared For:
Harry Johnson,
Transportation Assistant Director,
Maui Economic Opportunity, Inc.

SCIENTIFIC CONSULTANT SERVICES Inc.
711 Kapiolani Blvd. Suite 975 Honolulu, Hawai`i 96813

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Figure 2: Preliminary Site Plan For Meo Transit Facility. 3
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INTRODUCTION

At the request of Maui Economic Opportunity, Inc., Scientific Consultant Services, Inc. (SCS) conducted a Cultural Impact Assessment, on a piece of property (TMK: 3-8-06: por. 004) located in Pu`unēnē Ahupua`a, Wailuku District, Maui Island (Figure 1). Documents submitted by Maui Economic Opportunity Inc., describe the proposed the development of the Maui Economic Opportunity Transportation Center, which will include administrative offices, repair and maintenance facilities, bus parking and related improvements (Figure 2).

The Constitution of the State of Hawai`i clearly states the duty of the State and its agencies is to preserve, protect, and prevent interference with the traditional and customary rights of native Hawaiians. Article XII, Section 7 requires the State to "protect all rights, customarily and traditionally exercised for subsistence, cultural and religious purposes and possessed by *ahupua`a* tenants who are descendants of native Hawaiians who inhabited the Hawaiian Islands prior to 1778" (2000). In spite of the establishment of the foreign concept of private ownership and western-style government, Kamehameha III (Kauikeaouli) preserved the peoples traditional right to subsistence. As a result in 1850, the Hawaiian Government confirmed the traditional access rights to native Hawaiian *ahupua`a* tenants to gather specific natural resources for customary uses from undeveloped private property and waterways under the Hawaiian Revised Statutes (HRS) 7-1. In 1992, the State of Hawai`i Supreme Court, reaffirmed HRS 7-1 and expanded it to include, "native Hawaiian rights...may extend beyond the *ahupua`a* in which a native Hawaiian resides where such rights have been customarily and traditionally exercised in this manner" (Pele Defense Fund v. Paty, 73 Haw.578, 1992).

Act 50, enacted by the Legislature of the State of Hawaii (2000) with House Bill 2895, relating to Environmental Impact Statements, proposes that:

> ...there is a need to clarify that the preparation of environmental assessments or environmental impact statements should identify and address effects on Hawaii's culture, and traditional and customary rights... [H.B. NO. 2895].

Act 50 requires state agencies and other developers to assess the effects of proposed land use or shore line developments on the "cultural practices of the community and State" as part of the HRS Chapter 343 environmental review process (2001). Its purpose has broadened, "to promote and protect cultural beliefs, practices and resources of native Hawaiians [and] other

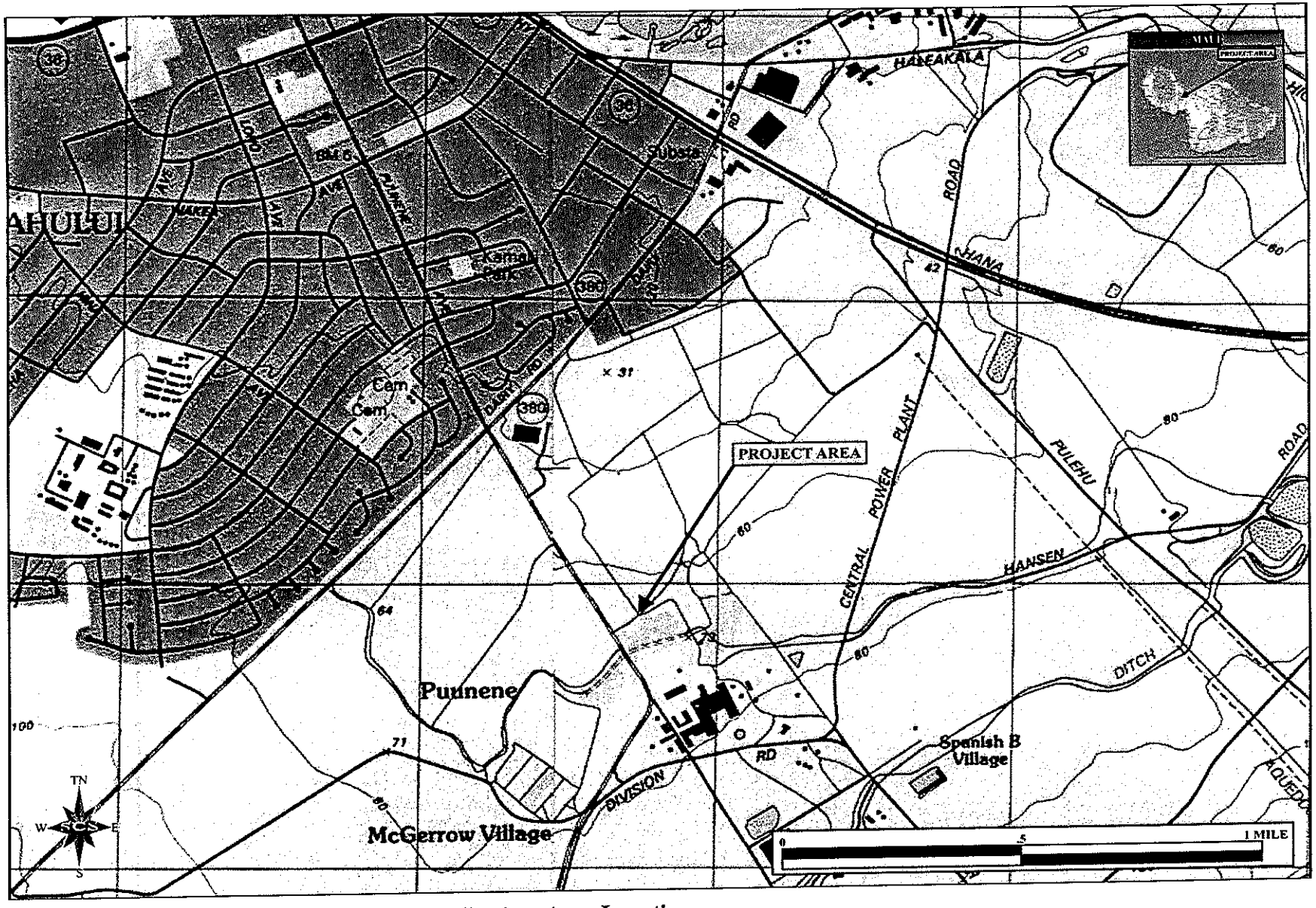
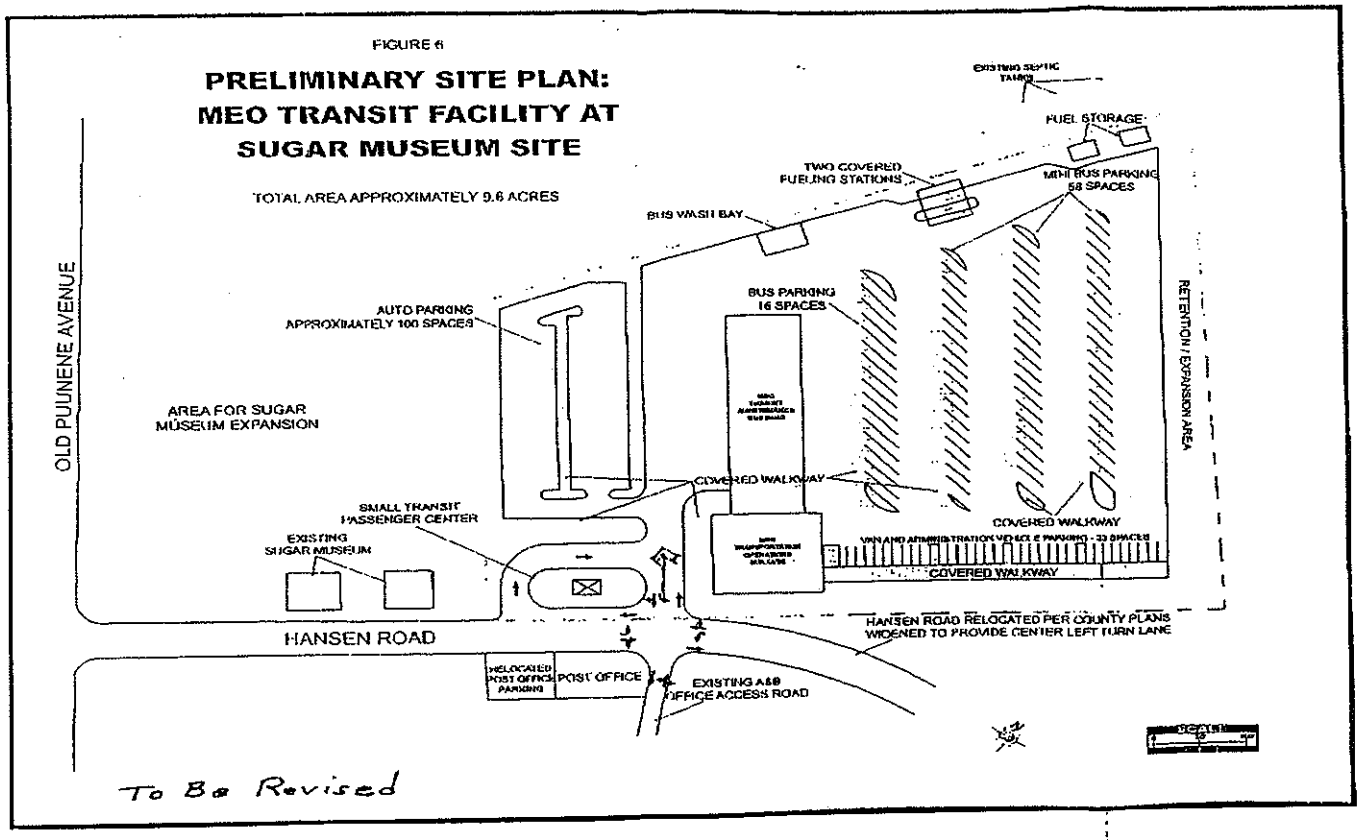


Figure 1: USGS Quadrangle Map Showing Project Area Location.



• Transportation Association of America
tation Center
LSC & RMI-SG
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Figure 2: Preliminary Site Plan For Meo Transit Facility.

ethnic groups, and it also amends the definition of 'significant effect' to be re-defined as "the sum of effects on the quality of the environment including actions that are...contrary to the State's environmental policies...or adversely affect the economic welfare, social welfare, or cultural practices of the community and State" (H.B. 2895, Act 50, 2000).

Thus, Act 50 requires an assessment of cultural practices to be included in the Environmental Assessments and the Environmental Impact Statements, and to be taken into consideration during the planning process. The concept of geographical expansion is recognized by using, as an example, "the broad geographical area, e.g. district or *ahupua`a*" (OEQC 1997). It was decided that the process should identify 'anthropological' cultural practices, rather than 'social' cultural practices. For example, *limu* (edible seaweed) gathering would be considered an anthropological cultural practice, while a modern-day marathon would be considered a social cultural practice.

According to the Guidelines for Assessing Cultural Impacts established by the Hawaii State Office of Environmental Quality Control (OEQC 1997):

> The types of cultural practices and beliefs subject to assessment may include subsistence, commercial, residential, agricultural, access-related, recreational, and religions and spiritual customs. The types of cultural resources subject to assessment may include traditional cultural properties or other types of historic sites, both manmade and natural, which support such cultural beliefs.

This Cultural Impact Assessment involves evaluating the probability of impacts on identified cultural resources, including values, rights, beliefs, objects, records, properties, and stories occurring within the project area and its vicinity cultural values and rights within the project area and its vicinity (H.B. 2895, Act 50, 2000).

METHODOLOGY

This Cultural Impact Assessment was prepared in accordance with the methodology and content protocol provided in the Guidelines for Assessing Cultural Impacts (OEQC 1997). In outlining the "Cultural Impact Assessment Methodology", the OEQC state:

> ...information may be obtained through scoping, community meetings, ethnographic interviews and oral histories... (1997).

The report contains archival and documentary research, as well as communication with organizations having knowledge of the project area, its cultural resources, and its practices and beliefs. This Cultural Impact Assessment was prepared in accordance with the methodology and content protocol provided in the Guidelines for Assessing Cultural Impacts (OEQC 1997). The assessment concerning cultural impacts should address, but not be limited to, the following matters:

(1) a discussion of the methods applied and results of consultation with individuals and organizations identified by the preparer as being familiar with cultural practices and features associated with the project area, including any constraints of limitations with might have affected the quality of the information obtained;

(2) a description of methods adopted by the preparer to identify, locate, and select the persons interviewed, including a discussion of the level of effort undertaken;

(3) ethnographic and oral history interview procedures, including the circumstances under which the interviews were conducted, and any constraints or limitations which might have affected the quality of the information obtained;

(4) biographical information concerning the individuals and organizations consulted, their particular expertise, and their historical and genealogical relationship to the project area, as well as information concerning the persons submitting information or interviewed, their particular knowledge and cultural expertise, if any, and their historical and genealogical relationship to the project area;

(5) a discussion concerning historical and cultural source materials consulted, the institutions and repositories searched, and the level of effort undertaken, as well as the particular perspective of the authors, if appropriate, any opposing views, and any other relevant constraints, limitations or biases;

(6) a discussion concerning the cultural resources, practices and beliefs identified, and for the resources and practices, their location within the broad geographical area in which the proposed action is located, as well as their direct or indirect significance or connection to the project site;

(7) a discussion concerning the nature of the cultural practices and beliefs, and the significance of the cultural resources within the project area, affected directly or indirectly by the proposed project;

(8) an explanation of confidential information that has been withheld from public disclosure in the assessment;

(9) a discussion concerning any conflicting information in regard to identified cultural resources, practices and beliefs;

(10) an analysis of the potential effect of any proposed physical alteration on cultural resources, practices or beliefs; the potential of the proposed action to isolate cultural resources, practices or beliefs from their setting; and the potential of the proposed action to introduce elements which may alter the setting in which cultural practices take place, and;

(11) the inclusion of bibliography of references, and attached records of interviews, which were allowed to be disclosed.

Based on the inclusion of the above information, assessments of the potential effects on cultural resources in the project area and recommendations for mitigation of these effects can be proposed.

ARCHIVAL RESEARCH

Archival research focused on a historical documentary study involving both published and unpublished sources. These included legendary accounts of native and early foreign writers; early historical journals and narratives; historic maps and land records such as Land Commission Awards, Royal Patent Grants, and Boundary Commission records; historic accounts, and previous archaeological project reports.

INTERVIEW METHODOLOGY

Interviews are conducted in accordance with Federal and State laws and guidelines. Individuals and/or groups who have knowledge of traditional practices and beliefs associated with a project area or who know of historical properties within a project area are sought for consultation. Individuals who have particular knowledge of traditions passed down from preceding generations and a personal familiarity with the project area are invited to share their relevant information. Often people are recommended for their expertise, and indeed, organizations, such as Hawaiian Civic Clubs, the Island Branch of Office of Hawaiian Affairs, historical societies, Island Trail clubs, and Planning Commissions are depended upon for their recommendations of suitable informants. These groups are invited to contribute their input, and suggest further avenues of inquiry, as well as specific individuals to interview.

If knowledgeable individuals are identified, personal interviews are sometimes taped and then transcribed. These draft transcripts are returned to each of the participants for their review and comments. After corrections are made, each individual signs a release form, making the information available for this study. When telephone interviews occur, a summary of the information is often sent for correction and approval, or dictated by the informant and then incorporated into the document. Key topics discussed with the interviewees vary from project to

project, but usually include: personal association to the *ahupua`a*, land use in the project's vicinity; knowledge of traditional trails, gathering areas, water sources, religious sites; place names and their meanings; stories that were handed down concerning special places or events in the vicinity of the project area; evidence of previous activities identified while in the project vicinity.

In this case, letters briefly outlining the development plans along with maps of the project area were sent to individuals and organizations whose jurisdiction includes knowledge of the area with an invitation for consultation. Consultation was sought from Lance Foster, the Director of Native Rights, Land and Culture, Office of Hawaiian Affairs on O`ahu; Thelma Shimaoka, Coordinator of the Maui branch of the Office of Hawaiian Affairs; the Central Maui Hawaiian Civic Club; Hinano Rodrigues, Cultural Historian with State Historic Preservation Division; and the Cultural Resources Commission of the Maui Planning Department. If cultural resources are identified based on the information received from these organizations and additional informants, an assessment of the potential effects on the identified cultural resources in the project area and recommendations for mitigation of these effects can be proposed.

PROJECT AREA AND VICINITY

The project area is located in Pu`unēnē Ahupua`a and is bordered on the west by Pu`unēnē Avenue, the east by a dirt road and former sugar cane Field G to the south by Hansen Road and to the north by Kahului Town. The project area consists of ten acres which will be developed in two phases (Figure 3). Presently, the land is under sugar cane cultivation.

CULTURAL HISTORICAL CONTEXT

The island of Maui ranks second in size of the eight main islands in the Hawaiian Archipelago. Pu`u Kukui, forming the west end of the island (1,215m above mean sea level), is composed of large, heavily eroded amphitheater valleys that contain well-developed permanent stream systems that watered fertile agricultural lands extending to the coast. The deep valleys of West Maui and their associated coastal regions have been witness to many battles in ancient times and were coveted productive landscapes.

PAST POLITICAL BOUNDARIES

Traditionally, the division of Maui's lands into districts (*moku*) and sub-districts was performed by a *kahuna* (priest, expert) named Kalaiha`ōhia, during the time of the *ali`i* Kaka`alaneo (Beckwith 1940:383; Fornander places Kaka`alaneo at the end of the 15th century or

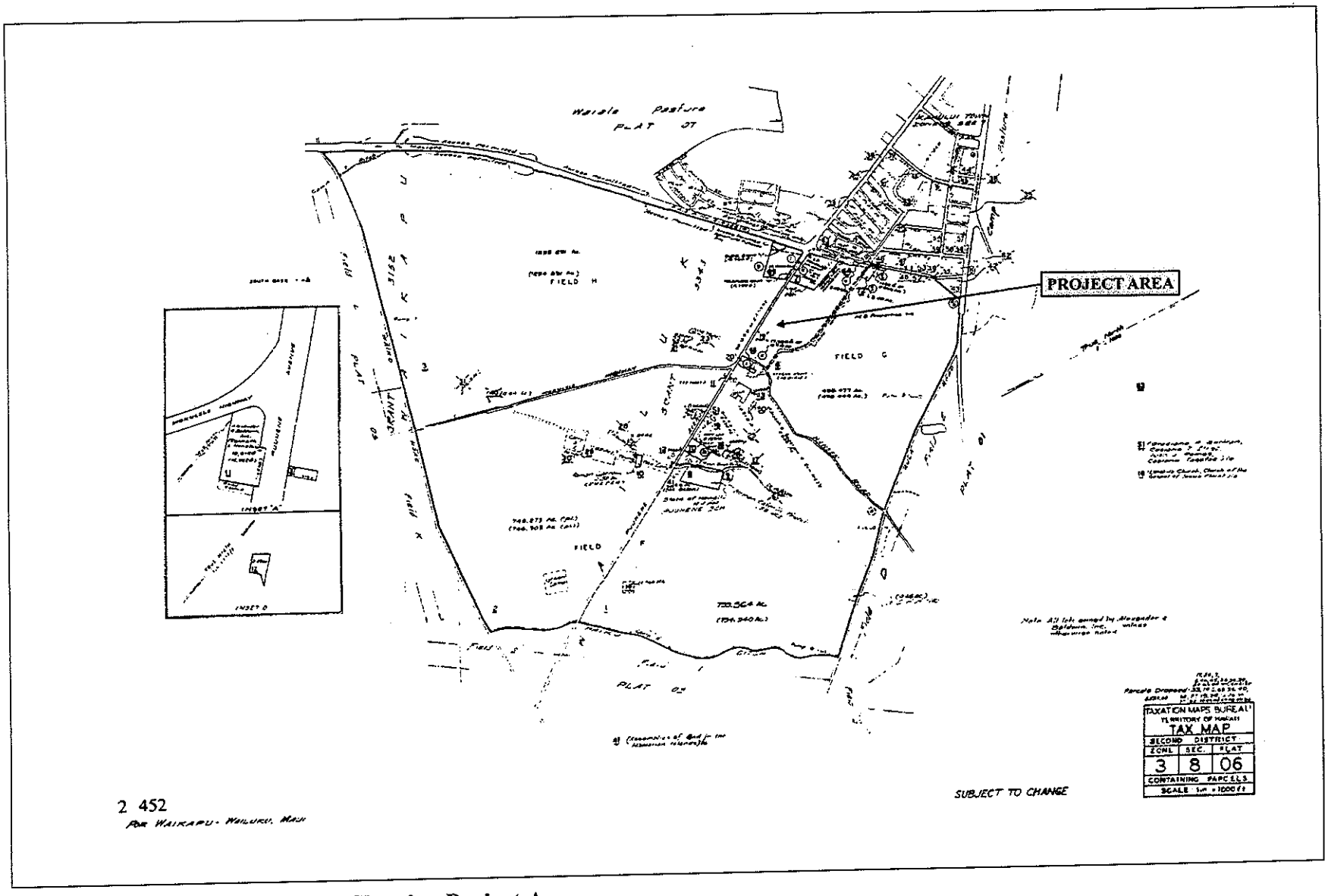

Figure 3: Tax Map Key [TMK] Showing Project Area.

the beginning of the 16th century [Fornander 1919-20, Vol. 6:248]). Land was considered the property of the king or *ali`i `ai moku* (the *ali`i* who eats the island/district), which he held in trust for the gods. The title of *ali`i `ai moku* ensured rights and responsibilities pertaining to the land, but did not confer absolute ownership. The king kept the parcels he wanted, his higher chiefs received large parcels from him and, in turn, distributed smaller parcels to lesser chiefs. The *maka`āinana* (commoners) worked the individual plots of land.

In general, several terms, such as *moku*, *ahupua`a*, *`ili* or *`ili`ā ina* were used to delineate various land sections. A district (*moku*) contained smaller land divisions (*ahupua`a*) which customarily continued inland from the ocean and upland into the mountains. Extended household groups living within the *ahupua`a* were therefore, able to harvest from both the land and the sea. Ideally, this situation allowed each *ahupua`a* to be self-sufficient by supplying needed resources from different environmental zones (Lyons 1875:111). The *`ili `āina* or *`ili* were smaller land divisions next to importance to the *ahupua`a* and were administered by the chief who controlled the *ahupua`a* in which it was located (*ibid*:33; Lucas 1995:40). The *mo`o`āina* were narrow strips of land within an *`ili*. The land holding of a tenant or *hoa `āina* residing in a *ahupua`a* was called a *kuleana* (Lucas 1995:61). The project area is located in the *ahupua`a* of Pu`unēnē, which translated literally means "goose hill" (Pukui *et al.*:202).

TRADITIONAL SETTLEMENT PATTERNS

The Hawaiian economy was based on agricultural production and marine exploitation, as well as raising livestock and collecting wild plants and birds. Extended household groups settled in various *ahupua`a*. During pre-Contact times, there were primarily two types of agriculture, wetland and dry land, both of which were dependent upon geography and physiography. River valleys provided ideal conditions for wetland *kalo* (*Colocasia esculenta*) agriculture that incorporated pond fields and irrigation canals. Other cultigens, such as *kō* (sugar cane, *Saccharum officinaruma*) and *mai`a* (banana, *Musa* sp.), were also grown and, where appropriate, such crops as *`uala* (sweet potato, *Ipomoea batatas*) were produced. This was the typical agricultural pattern seen during traditional times on all the Hawaiian Islands (Kirch and Sahlins 1992, Vol. 1:5, 119; Kirch 1985). Between A.D. 600-1100, sometimes referred to as the Developmental Period, the major focus of permanent settlement continued to be the fertile and well-watered windward valleys, such as those in the West Maui mountains in close proximity to Kahului (Kirch 1985).

WAHI PANI (LEGENDARY PLACES)

Scattered amongst the agricultural and habitation sites were other places of cultural significance to the *kama`āina* of the district. Near the project area were the *kuapa* (fishponds) of Kanaha and Mau`oni, also known as the twin ponds of Kapi`ioho (a chief of O`ahu and half of Moloka`i in the early 18th century; Cordy 2002). It was told that stones were passed hand-to-hand by a line of men extending from Makawela to Kanaha during the building of the banks. Kapi`ioho was killed before they were finished and Kamehamehanui (brother of Kahekili) finished their construction and placed a *kapu* on the bank dividing the two ponds (Sterling 1998). Another version published in *Ka Nupepa Kuokoa* stated that after Kapi`ioho was killed, Kihapi`ilani began the construction of the ponds and it was he who separated the water with a wall, giving it two names (August 23, 1884). The twin ponds supplied mullet to the population during the times of fishing *kapu* (Bartholomew 1994).

Wailuku District was a center of political power often at war with its rival in Hana. By the end of the 18th century, Kahekili resided with his entourage in Wailuku and it was on the sand dunes that Kahekili and his warriors engaged those of Kalani`ōpu`ū, Chief from Hawai`i Island.

In his bid to conquer Kahekili and obtain Maui, Kalani`opu`u brought his famous and fearless Alapa warriors who were slaughtered by Kahekili's men. "The dead lay in heaps strewn like *kukui* branches; corpses lay heaped in death; they were slain like fish enclosed in a net..." (Kamakau1961:85-89).

George W. Bates recounted his journey from Wailuku to Kahului in 1854:

> Leaving Wai-lu-ku [town], and passing along toward the village Kahului, a distance of three miles, the traveler passes over the old battle-ground named after the village. It is distinctly marked by moving sand-hills, which owe their formation to the action of the northeast trades. Here these winds blow almost with the violence of a sirocco, and clouds of sand are carried across the northern side of the isthmus to a height of several hundred feet. These sand-hills constitute a huge "Golgotha" for thousands of warriors who fell in ancient battles. In places laid bare by the action of the winds, there were human skeletons projecting, as if in the act of struggling for resurrection from their lurid sepulchers. In many portions of the plain who cart-loads were exposed in this way. Judging of the numbers of the dead, the contest of the old Hawaiians must have been exceedingly bloody. . . .[*Sandwich Island Notes*, 309]

The1776 encounter between Kahekili and Kalani`ōpu`ū resulted in a temporary truce which was broken in 1790 by the battle of Kepaniwai, when Kamehameha I consolidated his control over Maui Island. There were so many warriors and canoes invading from Hawai`i Island that it was called the Great Fleet. During Kahmehameha's campaign, it was recorded that the bay from Kahului to Hopukoa was filled with war canoes and they extended to Kalae`ili`ili at Waihe`e and below Pu`uhele and Kamakailima:

> . . . Kamehameha and his chiefs went on to the principal encounter at Wailuku. The bay from Kahului to Hopukoa was filled with war canoes. For two days there was constant fighting in which many of the most skilful warriors of Maui took part, but Kamehameha brought up the cannon, Lopaka, with men to haul it and the white men, John Young and Isaac Davis, to handle it; and there was great slaughter. (Kamakau 1961: 148).

From Kahului, Kamehameha marched on to Wailuku Village where Kalanikupule, Kahekili's son, waited with his warriors.

In 1837, the village of Kahului consisted of twenty-six *pili*-grass houses living close to the sea and depending on fishing in the coastal waters for the majority of their food (Bartholomew 1994). Mullet was still harvested from the twin ponds in the early 1900s and people swam in the spring waters that were continuously refreshed (*ibid.*). Thomas Hogan built the first western building, a warehouse, near the shoreline of Kahului in 1863 (Clark 1980). The dredging of Kahului harbor through the years filled in large sections of the ponds, eventually blocking the outlet to the sea.

As the sugar industry developed, Kahului became a cluster of warehouses, stores, wheelwright and blacksmith shops close to the harbor. A small landing was constructed in 1879 to serve the sugar company (Clark 1980). In the late 1800s, Kahului possessed a new custom house, a saloon, Chinese restaurants, a railroad and a small population of residents. Kahului 's main focus was shipping. The 1900 bubonic plague outbreak destroyed much of the town as officials decided to burn down the Chinatown area in an effort to contain the epidemic. The Chinese, Japanese and Hawaiian residents were displaced by this action. To further insure isolation, authorities encircled the entire town with corrugated iron rat-proof fences which ended the spread of the plague (Bartholomew 1994). The Kahului Railroad Company built a 1,800 foot long rubble-mound breakwater in 1910 and dredging of the harbor now allowed ships with a 25-foot draft to dock at the new 200-foot wharf (Clark 1980).

THE GREAT MĀHELE

In the 1840s, traditional land tenure shifted drastically with the introduction of private land ownership based on western law. While it is a complex issue, many scholars believe that in order to protect Hawaiian sovereignty from foreign powers, Kauikeaouli (Kamehameha III) was forced to establish laws changing the traditional Hawaiian economy to that of a market economy (Kame`eleihiwa 1992:169-70, 176; Kelly 1983:45, 1998:4; Daws 1962:111; Kuykendall 1938 Vol. I:145). The Great Māhele of 1848 divided Hawaiian lands between the king, the chiefs, the government, and began the process of private ownership of lands. The subsequently awarded parcels were called Land Commission Awards (LCAs). Once lands were thus made available and private ownership was instituted, the *maka`āinana* (commoners), if they had been made aware of the procedures, were able to claim the plots on which they had been cultivating and living. These claims did not include any previously cultivated but presently fallow land, *`okipū* (on O`ahu), stream fisheries, or many other resources necessary for traditional survival (Kelly 1983; Kame`eleihiwa 1992:295; Kirch and Sahlins 1992). If occupation could be established through the testimony of two witnesses, the petitioners were awarded the claimed LCA and issued a Royal Patent after which they could take possession of the property (Chinen 1961:16).

There were over 400 *kuleana* awarded in the district of Wailuku, but none were identified in the project area.

HISTORIC LAND USE

Kahului was Maui's main harbor during the 20th century and provided employment to residents through the railroad, as dock workers, clerks, cannery workers and in the cane fields (Bartholomew 1994). Pu`unēnē Avenue bordering the project area to the east, sported Kahului Store a retail operation owned by Hawaiian Commercial & Sugar Company and Pu`unēnē Store, which supplied all of the plantation camp stores. The section of Kahului where the project is located contained commercial establishments and homes that spread *makai*, down Pu`unēnē Avenue to the former Maui County Fairgrounds. Stands of *kiawe* and plantation camps were scattered across Kahului town (*ibid.*).

In January of 1942, Japanese submarines shelled Kalului Harbor as part of a harassment scheme and 75 mm shoreline artillery returned fire (Clark 1980). After WW II, the Kahului development company built houses that were sold to the employees of HC&S. In 1950, Kahului shopping center was open for business catering to the new homeowners. In February of 2005, a fire destroyed approximately 50% of the 99,563 square feet of retail space in the Kahului Shopping Center.

SUMMARY

The "level of effort undertaken" to identify potential effect by a project to cultural resources, places or beliefs (OEQC 1997) has not been officially defined and is left up to the investigator. A good faith effort can mean contacting agencies by letter, interviewing people who may be affected by the project or who know its history, research identifying sensitive areas and previous land use, holding meetings in which the public is invited to testify, notifying the community through the media, and other appropriate strategies based on the type of project being proposed and its impact potential. Sending inquiring letters to organizations concerning development of a piece of property that has already been totally impacted by previous activity and is located in an already developed industrial area may be a "good faith effort". However, when many factors need to be considered, such as in coastal or mountain development, a good faith effort might mean an entirely different level of research activity.

In the case of the present parcel, letters of inquiry were sent to organizations whose expertise would include the project area. Consultation was sought from Lance Foster, the Director of Native Rights, Land and Culture, Office of Hawaiian Affairs on O`ahu; Thelma Shimaoka, Coordinator of the Maui branch of the Office of Hawaiian Affairs; the Central Maui Hawaiian Civic Club; Hinano Rodrigues, Cultural Historian with the State Historic Preservation Division, Maui; and Michael Foley, Planning Director for the Maui Planning Department.

Historical and cultural source materials were extensively used and can be found listed in the References Cited portion of the report. Such scholars as I`i, Kamakau, Beckwith, Chinen, Kame`eleihiwa, Fornander, Kuykendall, Kelly, Handy and Handy, Puku`i and Elbert, Thrum, Sterling, and Cordy have contributed, and continue to contribute to our knowledge and understanding of Hawai`i, past and present. The works of these and other authors were consulted and incorporated in the report where appropriate. Land use document research was supplied by the Waihona `Aina 2007 Data base.

CIA INQUIRY RESPONSE

As suggested in the "Guidelines for Accessing Cultural Impacts" (OEQC 1997), CIAs incorporating personal interviews should include ethnographic and oral history interview procedures, circumstances attending the interviews, as well as the results of this consultation. It is also permissible to include organizations with individuals familiar with cultural practices and features associated with the project area.

As stated above, consultation was sought from the Director of Native Rights, Land and Culture, Office of Hawaiian Affairs on O`ahu; the Maui branch of the Office of Hawaiian Affairs; the Central Maui Hawaiian Civic Club; Cultural Historian with the State Historic Preservation Division, Maui; and the Maui Planning Department. None of the native Hawaiian organizations, or the Maui Planning Department that is mandated "to preserve and protect customary and traditional practices of Native Hawaiians" (94 Haw. 31, 45, 2000) responded with information concerning the potential for cultural resources to occur in the project area (TMK 3-8-06:004), or with additional suggestions for further contacts. Therefore, no interviews were conducted for this property, as there were no interviewees identified.

Analysis of the potential effect of the project on cultural resources, practices or beliefs, its potential to isolate cultural resources, practices or beliefs from their setting, and the potential of the project to introduce elements which may alter the setting in which cultural practices take place is a requirement of the OEQC (No. 10, 1997). To our knowledge, the project area has not been used for traditional cultural purposes within recent times. Based on historical research and no response from the above listed contacts, it is reasonable to conclude that Hawaiian rights related to gathering, access or other customary activities within the project area will not be affected and there will be no direct adverse effect upon cultural practices or beliefs. The visual impact of the project from surrounding vantage points, e.g. the highway, mountains, and coast is minimal.

CULTURAL ASSESSMEMNT

Based on organizational lack of response, and archival research, it is reasonable to conclude that, pursuant to Act 50, the exercise of native Hawaiian rights, or any ethnic group, related to gathering, access or other customary activities will not be affected by development activities on a portion 004. Because there were no cultural activities identified within the project area, there are no adverse effects.

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APPENDIX D

Archaeological Assessment

SCS Project Number 767-AA-1

AN ARCHAEOLOGICAL ASSESSMENT OF APPROXIMATELY 10 ACRES IN WAILUKU, WAILUKU AHUPUA`A (FORMERLY PU`UNĒNĒ), WAILUKU DISTRICT, ISLAND OF MAUI, HAWAI`I [TMK: 3-8-6:04 por.]

Prepared By:
Donna M. Shefcheck, B.A.
and
Michael F. Dega, Ph.D.

April 2007

Prepared for:
Harry Johnson
Maui Economic Opportunity, Inc.
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INTRODUCTION

At the request of Harry Johnson of the MEO Transportation Center, Scientific Consultant Services, Inc. (SCS) performed an Archaeological Inventory Survey of approximately 10 acres in a larger parcel of sugarcane land located in Pu`unēnē, Wailuku Ahupua`a, Wailuku District, Island of Maui, Hawai`i [TMK: 3-8-06:04 por.] (Figures 1 and 2). The parcel is the planned location for the Maui Economic Opportunity (MEO) Transportation Center, a mass transit facility located adjacent to the Kahului Airport, the Maui Business Park, and the Kahului metropolitan area. The focus of this work was to investigate the parcel for the presence or absence of archaeological structures or artifacts on the parcel's surface and subsurface. Fieldwork was conducted from November 22 to 24, 2006 by SCS archaeologists Lauren Morawski, B.A. and Jenna Mathews, B.A. under Principal Investigator Michael Dega, Ph.D. The Inventory Survey consisted of a systematic pedestrian survey as well as subsurface testing for archaeological materials. Due to the fact that fieldwork results were negative, the survey is presented herein as an Archaeological Assessment.

PROJECT AREA DESCRIPTION

The project area is located in Wailuku Ahupua`a and is bordered on the northeast by Hāna Highway and Pūlehu Road, on the northwest by Dairy Road and the Maui Business Park, on the southwest by Pu`unēnē Avenue, and on the southwest by sugarcane field 7120 (Figure 3). The project area borders Kahului Town, with commercial and residential developments to the north and the Kahului Airport to the northeast. Presently, the project area is under sugarcane cultivation. It lies at the heart of sugar country; Pu`unēnē Sugar Mill is located to the south at 20 to 60 feet amsl (above mean sea level), on the isthmus between Haleakalā and Pu`u Kukui.

Soils in the project area include Ewa and Alae soils. The project area consists primarily of Ewa silty clay loam (EaA) and Ewa cobbly silty clay loam (EcA), soil types that make up more than 85% of the project area (Foote *et al.* 1972). As part of the Ewa Series, these soils are predominantly found on gentle slopes where runoff is generally slow and erosion is very slight (*ibid*: 29). These soils are particularly well suited for sugarcane cultivation and homesites. Finally, the small remaining portion of the project area consists of Alae cobbly sandy loam (AcB) (*ibid*: 14), a soil type also strongly associated with sugar cultivation in Maui's isthmus.

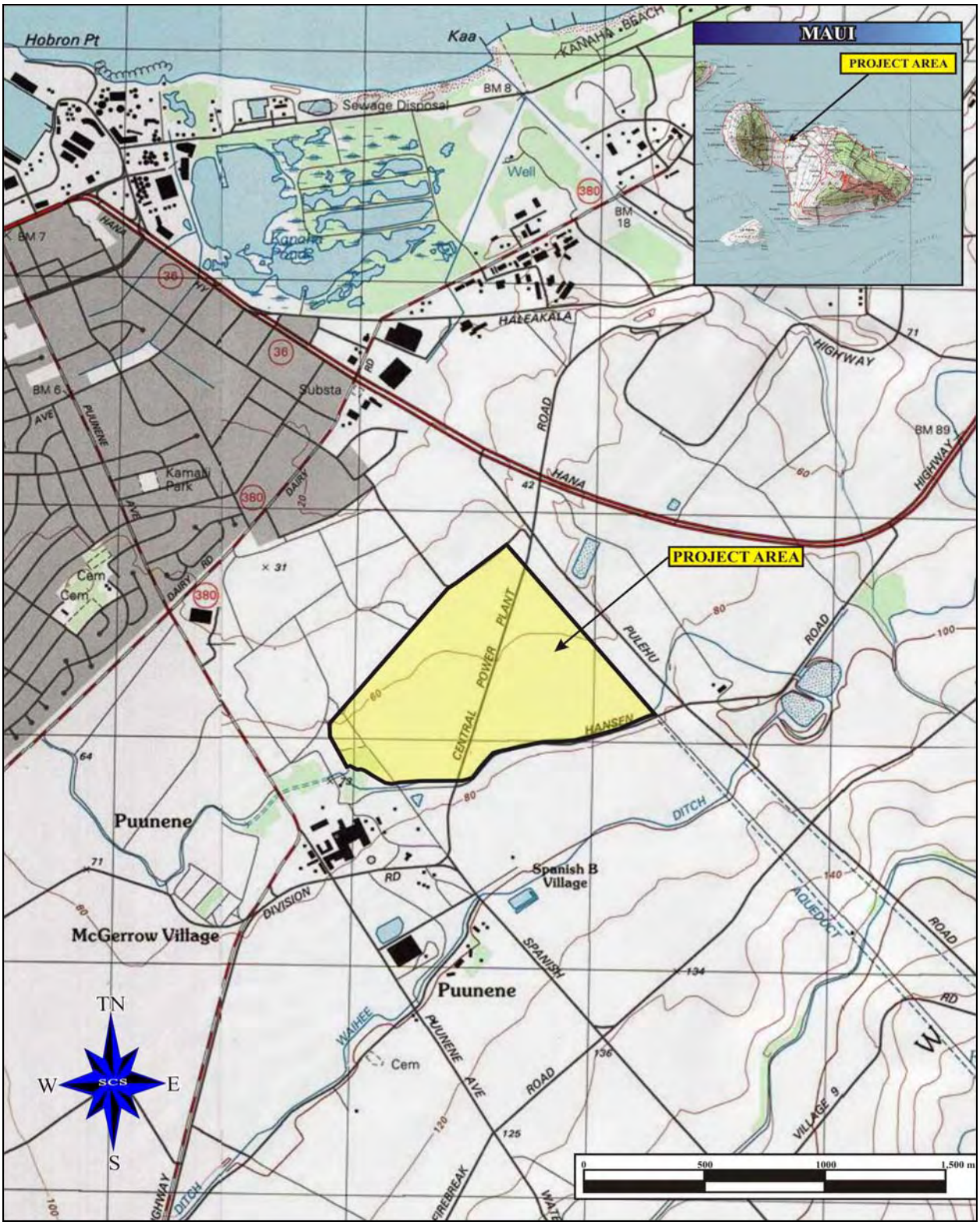
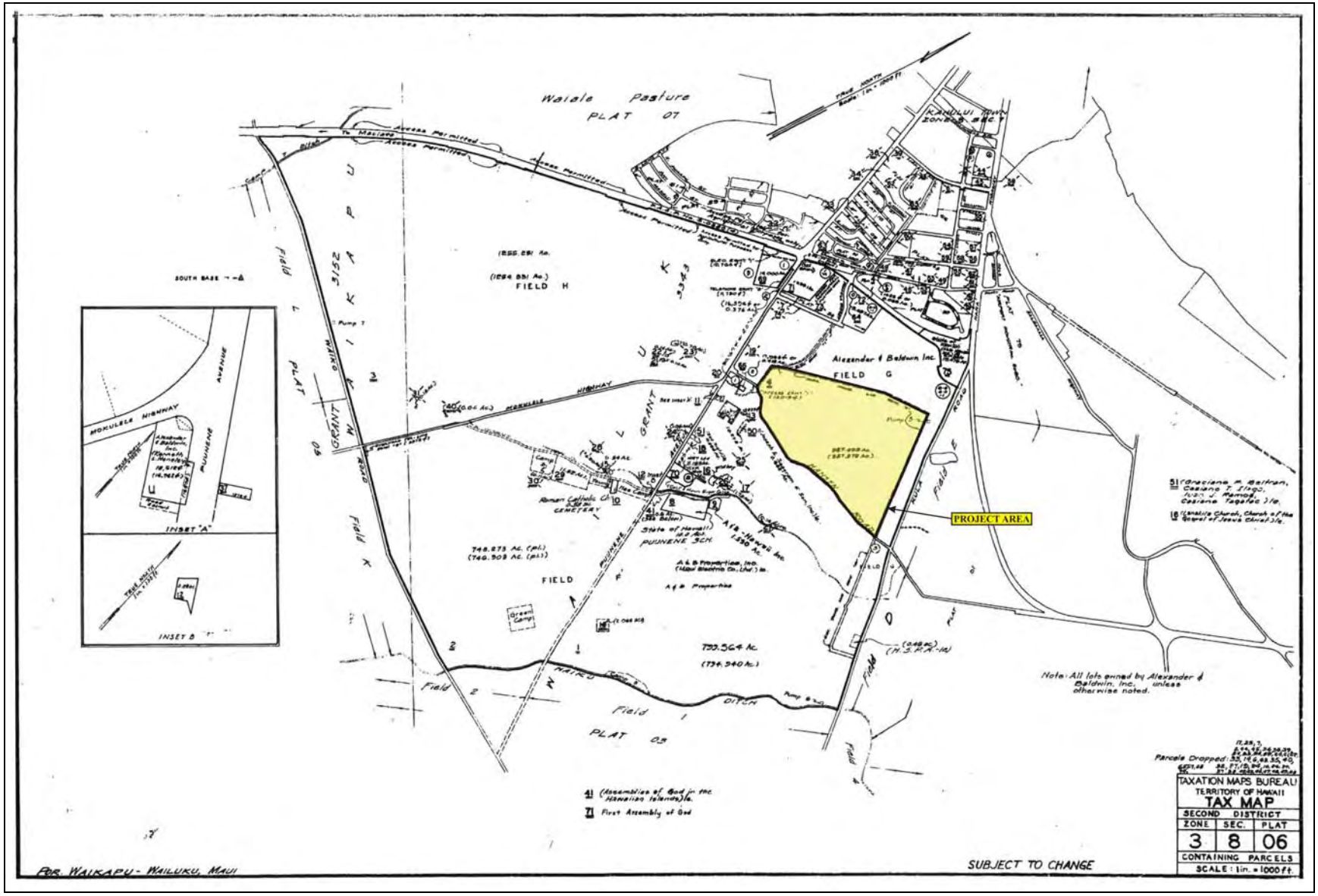


Figure 1: USGS Wailuku Quadrangle Showing the Project Area Location.



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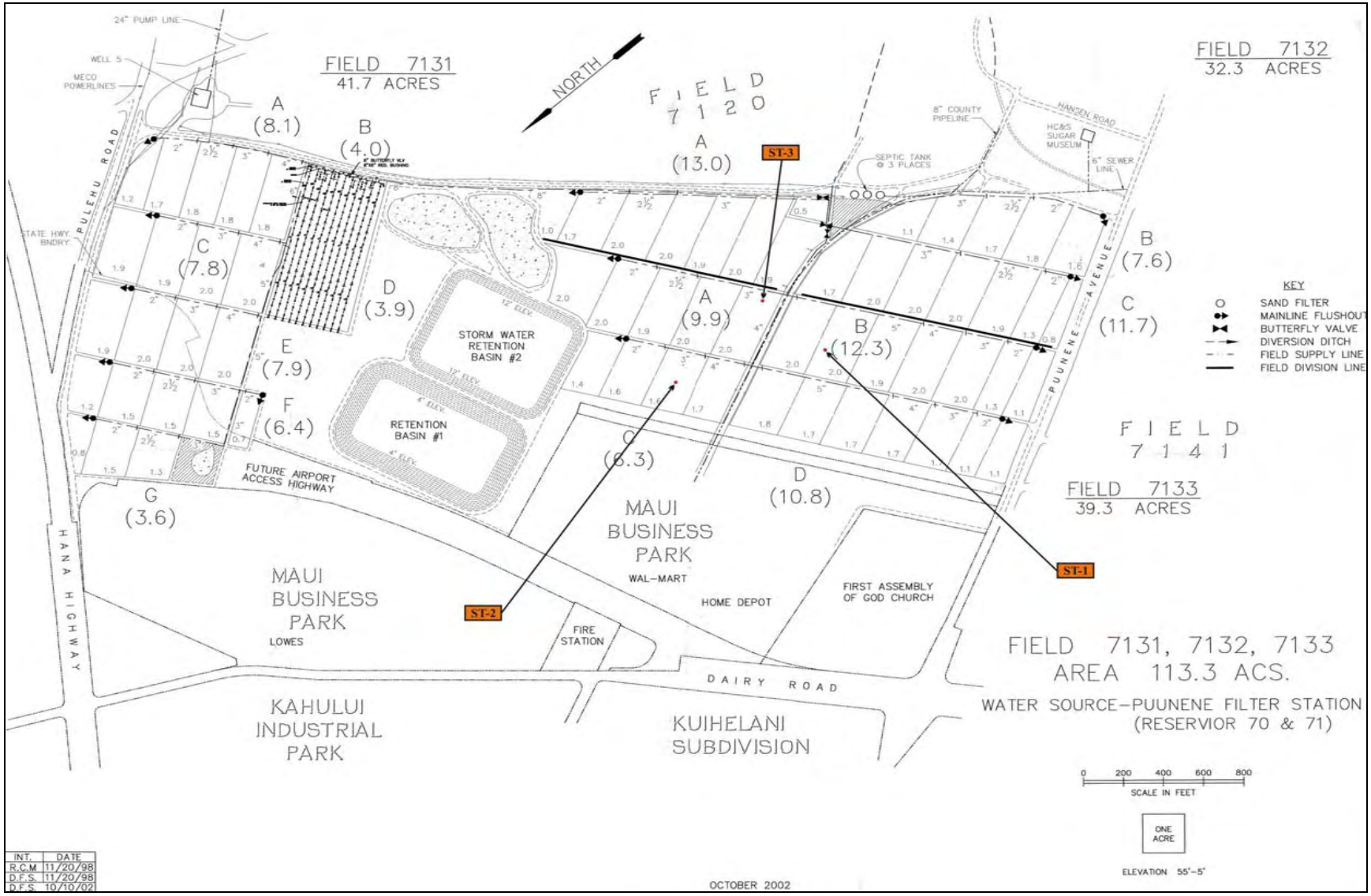

Figure 3: Plan View of the Project Area Showing Stratigraphic Trench (ST) Locations.

TRADITIONAL AND HISTORIC LAND USE

The following section summarizes land use changes through the Traditional and Historic periods. It is a condensed version of the more detailed synopsis of Kahului's history found in McGerty and Spear (2007).

The traditional Hawaiian economy was based on agricultural production and marine exploitation, and included raising livestock and collecting wild plants and birds. Settlements were concentrated in river valleys most amenable to wet taro (*kalo)* cultivation that incorporated pond fields and irrigation canals. Between A.D. 600 and 1100, sometimes referred to as the Developmental Period, the major focus of permanent settlement continued to be in the fertile and well-watered windward valleys, such as those in the West Maui Mountains in close proximity to Kahului (Kirch 1985). This community thrived throughout the Traditional Period due to its rich resources of land and sea. Wailuku District came to be a cultural center for Maui and was the scene of many important legends and battles, including the battle of Kepaniwai, the epic battle in which Kamehameha I overtook Maui and unified Hawai`i.

Western contact brought changes to the region landscape, cultural exchanges, and lifestyle reforms; however, Kahului remained a population center in Central Maui. In 1837, the village of Kahului consisted of 26 *pili*-grass houses. The residents of these homes depended on fishing in the coastal waters for the majority of their food (Bartholomew 1994). Mullet was still harvested from the twin ponds in the early 1900s and people swam in the spring waters that were continuously refreshed (*ibid*.). Thomas Hogan built the first western building, a warehouse, near the shoreline of Kahului in 1863 (Clark 1980). The dredging of Kahului harbor through the years filled in large sections of the ponds, eventually blocking the outlet to the sea.

As the sugar industry developed, Kahului became a cluster of warehouses, stores, and wheelwright and blacksmith shops close to the harbor. A small landing was constructed in 1879 to serve the sugar company (Clark 1980). In the late 1800s, Kahului possessed a new custom house, a saloon, Chinese restaurants, a railroad and a small population of residents; however, the main focus of Kahului activity was shipping. The Kahului Railroad Company built a 1,800 foot-long rubble-mound breakwater in 1910 and dredging of the harbor now allowed ships with a 25-foot draft to dock at the new 200-foot wharf (*ibid.*).

In the 1840s, traditional land tenure shifted drastically with the introduction of private land ownership based on western law. The Great Māhele of 1848 divided Hawaiian lands

between the king, the chiefs, the government, and began the process of private ownership of lands. The subsequently awarded parcels were called Land Commission Awards (LCAs). Once lands were thus made available and private ownership was instituted, the *maka`āinana* (commoners), if they had been made aware of the procedures, were able to claim the plots on which they had been cultivating and living. There were over 400 *kuleana* (LCAs) awarded in the district of Wailuku, but none were identified in the project area.

Kahului was Maui's main harbor during the twentieth century and provided employment to residents through the railroad, as dock workers, clerks, cannery workers and in the cane fields (Bartholomew 1994). Pu`unēnē Avenue bordering the project area to the east sported Kahului Store, a retail operation owned by Hawaiian Commercial & Sugar Company, and Pu`unēnē Store, which supplied all of the plantation camp stores. The section of Kahului where the project is located contained commercial establishments and homes that spread *makai*, down Pu`unēnē Avenue to the former Maui County Fairgrounds. Stands of *kiawe* (Prosopis pallida) and plantation camps were scattered across Kahului town (*ibid.*).

PREVIOUS ARCHAEOLOGICAL RESEARCH

There is no shortage of archaeological studies focused in the Wailuku Town area, but little work has taken place in and around the current project area. Generally to date, Fredericksen and Fredericksen (1988, 1989) have conducted the only intensive study of the Pu`unēnē area, in two large lots (cumulatively 232 acres) immediately north of the current project area. Their inventory surveys have led to the documentation of several possible volcanic glass concentrations, historic irrigation ditches, and old stream gravels. The volcanic glass debris was later re-interpreted as slag associated with mill production. No subsurface deposits were identified near Dairy Road in the former sugar cane lands to the south of the present project area.

Recent work at the Kahului Airport, northeast of the current project parcel, has led to the identification of extensive subterranean cultural deposits. As this area is close to the Kahului coastline, a number of culturally significant sites, including midden deposits, artifacts, rock alignments and coral pavements have been identified. An extended discussion of these findings is presented in Dagher and Dega (2007) (in review).

With these exceptions, archaeological research in relative proximity to the current project area is non-existent. To place the project parcel into archaeological context, it is necessary to discuss Wailuku District as a whole. The following section provides a brief overview of

archaeological research in Wailuku District itself and is presented in two arbitrary sections: Upper Wailuku and Lower Wailuku District. Upper Wailuku is considered to be the lands to the north of Kūihelani Highway, while Lower Wailuku extends southward from Kūihelani Highway to Mā`alaea Bay in Waikapū Ahupua`a.

UPPER WAILUKU DISTRICT

The majority of archaeological work is associated with the Pu`u One region in the northern-most section of Wailuku District. Prior archaeological work in the Pu`u One region has indicated an emerging pre-Contact settlement pattern in this region. SCS (Dunn and Spear 1995) conducted research at the intersection of Naniloa and Waiale Roads where habitation features and a cultural layer interspersed with hearth and pit features were identified during a monitoring project. These features all occurred in sandy substrate. Radiocarbon dates submitted from these features yielded dates ranging from A.D. 1434 to A.D. 1807, dates suggestive of pre-Contact sites and early historic land use. SCS (Burgett and Spear 1995) conducted Archaeological Inventory Survey in the sand hills along lower Main Street. One habitation site (50-50-04-4004), located in a remnant of a once larger cultural deposit, was identified. Radiocarbon samples dated the site to A.D. 1420 and A.D. 1640, or to the early to mid-prehistoric time range. SCS (Morawski and Spear 2001) conducted Archaeological Monitoring during the installation of a water pipeline and fire hydrants on Naniloa, Helenani, Leilani, Kainani, Naniluna, and Ka`ahumanu Highway roads with the town of Wailuku. During the research, a historic refuse dump and the remains of previously disturbed human burials were discovered. SCS (Buffum and Spear 2001; Zachman and Spear 2002) conducted Archaeological Monitoring at the Maui Medical Center. Due to extensive landscape modifications, no archaeological or traditional materials were identified during excavation.

Pantaleo and Sinoto (1996) conducted archaeological work at the Maui Lani Development to the east of the present project area. As of the 1996 publication, only one concentration of multiple burials was discovered, while the remaining burials were isolated individual burials at the tip of the dune (in the highest elevational locations). A more contemporary report documenting additional burial finds at Maui Lani should aid in clarifying the overall results of that project. Research conducted by Fredericksen and Fredericksen (1997) indicated that this section of dunes was primarily used during prehistoric times as an interment area, a contention easily supported by the previous year's study. Habitation sites, several with associated burials, have been found mostly in the dune area associated with the Lower Main Street/Waiale Road Corridor. Conversely, studies east of this corridor have yielded only human burials (Fredericksen and Fredericksen 1998). Fredericksen and Fredericksen (1998) list many

of the archaeological studies conducted in the Lower Main Street/Waiale Road Corridor and Central Maui area.

LOWER WAILUKU DISTRICT

A limited number of archaeological projects have been conducted in this particular land section, much of which was disturbed during the massive sugar cane cultivation. The fair amount of archaeological work conducted along Lower Main Street is summarized elsewhere (see Morawski and Dega 2003).

SCS (Burgett and Spear 1997) conducted large-scale Archaeological Inventory Survey of the Pu`unēnē Bypass/Mokulele Highway improvements stretching across the majority of Wailuku District. Although no sites were identified, this absence may account for the lack of archaeological remains: extensive disturbance associated with prior sugar cane cultivation, highway and private construction activities, and little or no prehistoric occupation of the area. However, *lo`i* (irrigated terrace) cultivation was reported to be intensive in this area (Handy and Handy 1972). The replacement of *lo`i* with sugar cane during historic times would be the most likely cause for the destruction of all traditional sites related to prehistoric cultivation in the area.

METHODOLOGY

FIELD METHODOLOGY

Fieldwork consisted of a 100 percent pedestrian survey and limited subsurface testing. The pedestrian survey was conducted in order to identify archaeological sites and to assess the geographical features of the project area. Interval spacing of ten meters between SCS personnel was employed to ensure adequate coverage during the survey. During the pedestrian survey, results were complied on standard graphing paper as well as with digital photography. All measurements were recorded in metric units. Finally, a mechanical backhoe with a 0.7 m wide bucket was employed to mechanically excavate Stratigraphic Trenches (STs). Soil stratigraphy encountered during excavation was documented utilizing metric graph paper and United States Department of Agriculture (USDA) Munsell soil color charts.

LABORATORY METHODOLOGY

All field notes and digital photographs have been curated at the SCS laboratory in Honolulu. A representative stratigraphic profile was drafted for presentation within this report.

FIELDWORK RESULTS

A 100 percent pedestrian survey was conducted on the project parcel, yielding identification of no Traditional or Historic properties in the project area. No surface features were observed or recorded.

The subsurface component of this project consisted of three stratigraphic trenches mechanically excavated, and dispersed throughout the center of the parcel (see Figure 3). Each differed in its dimensions, but they were similar in stratigraphic profile. ST-1 yielded no cultural material, and no dimensional data was recorded for this trench. ST-2 measured 12.5 m long, and went to a maximum depth of 1.4 m. ST-3 was 18.0 m long and 1.4 m deep. A single layer of soil was identified in each of these trenches; it consisted of heavily disturbed, mottled reddish-brown clay (10R 3/6 and 10R 2.5/2) containing black plastic debris in the upper 1.0 m (Figure 4). This finding was consistent with expectations for the area. No cultural materials or historic properties, with the exception of modern plastic debris, were observed in the subsurface strata.

RECOMMENDATIONS

The current parcel is located in a geographically distinct part of Kahului. While work in the vicinity of Dairy Road and the Kahului Airport has yielded extensive cultural properties dating to Traditional times, the current project parcel is located in land that has long been cultivated with sugarcane. Intense sugar cultivation from the early Historic to Modern times has most likely obscured any trace of Traditional Hawaiian occupation on this parcel. However, due to its geographic proximity to the ocean and its role in the Historic period, there remains a chance that significant cultural properties may yet be identified. As such, full-time Archaeological Monitoring is recommended for any subsurface construction activities on this parcel.

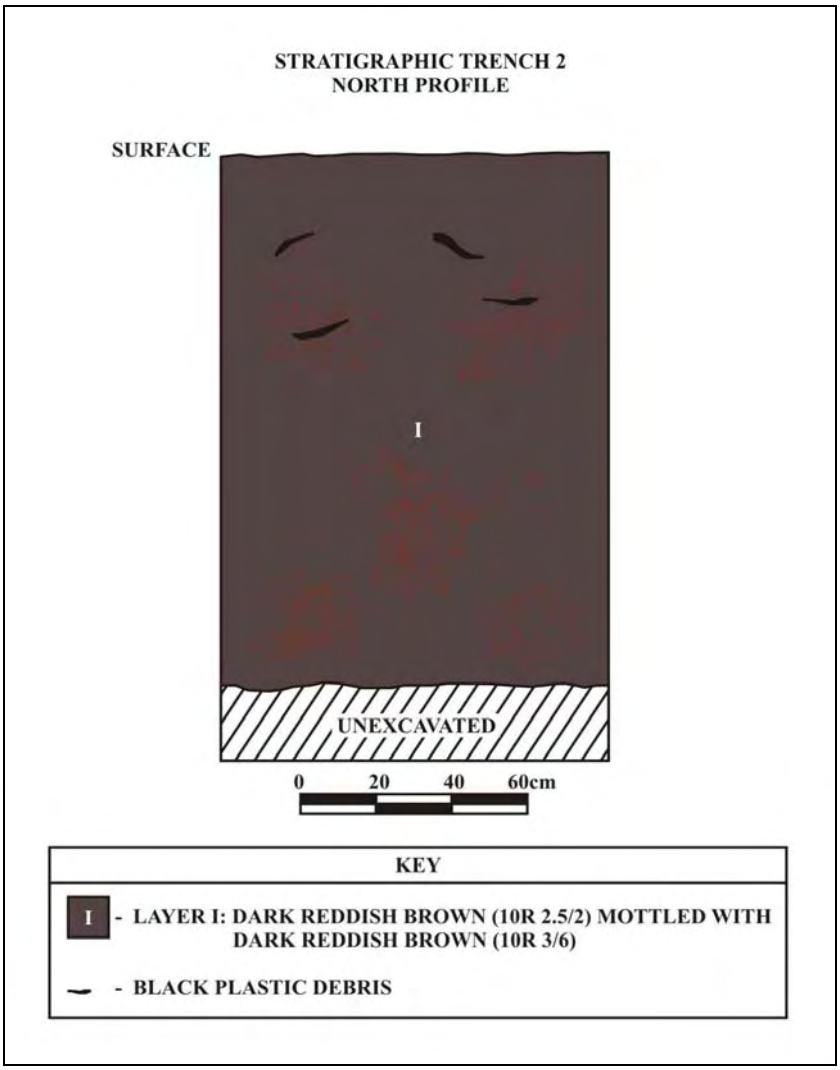

Figure 4: Stratigraphic Trench 2, North Profile Representing Stratigraphy throughout the Project Area.

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APPENDIX E

Traffic Impact Assessment Report

TRAFFIC IMPACT ASSESSMENT REPORT FOR

MEO TRANSPORTATION CENTER

IN PUUNENE, MAUI, HAWAII

Prepared For

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1. INTRODUCTION

Phillip Rowell and Associates prepared this Traffic Impact Analysis Report for the proposed MEO Transportation Center in the Puunene area of Maui. This introductory chapter describes the proposed project, purposes of the traffic study, study methodology and order of presentation.

Project Location and Description

1. The proposed MEO Transportation Center will be located on a 10-acre parcel along the north side of Old Puunene Avenue west of Hansen Road. This portion of Puunene Avenue was abandoned when Puunene Avenue and Mokulele Highway were realigned several years ago. The general location within the Puunene area of Maui is shown in Figure 1.

2. The project is a new MEO baseyard for their bus operations and maintenance. See Appendix A. The project will be developed in three phases as follows:

   Phase 1 will consist of the transportation services of MEO. This includes the transportation administrative, maintenance and operations staff which is approximately 100 persons. Phase 1 will occupy the site and start operation in 2012.

   Phase 2 will consist of a new transfer station in the southwest portion of the site. For purposes of this traffic study, the transfer station will have a capacity of four buses at a time. It is also understood that this will not be a park-and-ride type of facility. Only, transfers from one bus to another bus will be allowed. The transfer station will become operational in 2012.

   Phase 3 is a new administration office building for MEO. This building will be approximately 12,640 square feet in size and will accommodate approximately 125 employees. Phase 3 will occur around 2015.

3. Access to and egress from the property will be provided by two driveways. The main entrance will be a new driveway, referred to as "Drive A," along the west side of Hansen Road approximately 600 feet north of the intersection of Hansen Road at old Puunene Avenue. All traffic movements will be allowed at this intersection. This traffic study will determine if a separate left turn lane for traffic turning into the project is needed.

   The second driveway will use the section of Old Puunene Avenue west of Hansen Road. This driveway will be used by outbound traffic from the project and all traffic must turn right onto Hansen Road toward Puunene Avenue/Mokulele Highway.

4. A total of 305 parking stalls will be provided as follows:

165	Standard Stalls
49	Bus Stalls
66	Mini-Bus Stalls
25	Van Stalls
305	Total

Purpose and Objectives of Study

1. Determine and describe the traffic characteristics of the project.

2. Quantify and document the traffic related impacts of the proposed project.

3. Identify and evaluate traffic related improvements required to provide adequate access to and egress from the project and to mitigate the project's traffic impacts.

Study Area

The study area includes the following intersections:

1. Puunene Avenue at Dairy Road
2. Puunene Avenue at Hookele Street
3. Puunene Avenue/Mokulele Highway at Hansen Road
4. Hansen Road at Pulehu Road
5. Hana Highway at Hansen Road
6. Hansen Road at MEO Main Driveway
7. Hansen Road at Old Puunene Avenue

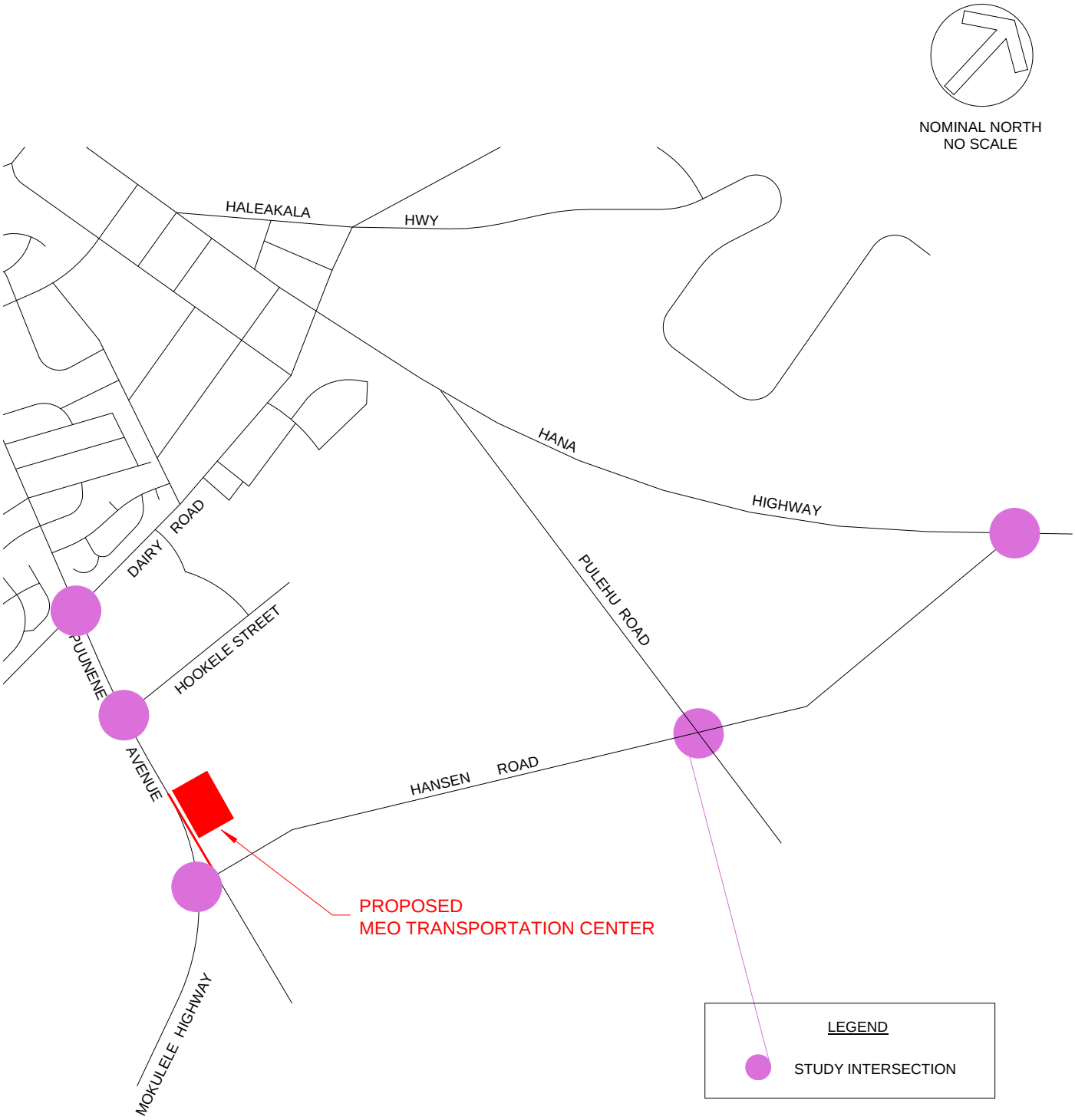


Figure 1
PROJECT LOCATION MAP

Study Methodology

The following is a summary list of the tasks performed:

1. A site reconnaissance was performed to identify existing roadway cross-sections, intersection lane configurations, traffic control devices, and surrounding land uses.

2. Existing peak-hour traffic volumes for the study intersections were obtained and summarized.

3. Existing levels-of-service of the study intersections were determined using the methodology described in the *Highway Capacity Manual*.

4. A list of related development projects within and adjacent to the study area that will impact traffic conditions at the study intersections was compiled. This list included both development projects and anticipated roadway improvement projects.

5. Future background traffic volumes at the study intersections without traffic generated by the proposed project were estimated.

6. Peak hour traffic that the project will generate was estimated using trip generation analysis procedures recommended by the Institute of Transportation Engineers.

7. A level-of-service analysis for future traffic conditions with traffic generated by the project was performed.

8. The impacts of project generated traffic at the study intersections were quantified and summarized.

9. Locations where project generated traffic significantly impacts traffic operating conditions were identified.

10. Recommendations, improvements or modifications necessary to mitigate the traffic impacts of the project and to provide adequate access to and egress from the site were formulated.

11. A report documenting the conclusions of the analyses performed and recommendations was prepared.

Order of Presentation

Chapter 2 describes existing traffic conditions, the Level-of-Service (LOS) concept and the results of the LOS analysis of existing conditions.

Chapter 3 describes the process used to estimate 2010 background traffic volumes and the resulting background traffic projections. Background conditions are defined as future background traffic conditions without traffic generation by the project.

Chapter 4 describes the methodology used to estimate the traffic characteristics of the proposed project, including 2010 background plus project traffic projections.

Chapter 5 describes the traffic impacts of the project, identifies potential mitigation measures and summarizes the traffic impact study.

2. EXISTING CONDITIONS

This chapter presents the existing traffic conditions on the roadways adjacent to the project. The Level-of-Service (LOS) concept and the results of the level-of-service analysis for existing conditions are also presented. The purpose of this analysis is to establish the base conditions for the determination of the impacts of the project which are described in a subsequent chapter.

Existing Roadway and Traffic Conditions

A schematic of the existing roadway network serving the project is shown in Figure 2. Shown are the existing lane configurations and right-of-way controls of the study intersections.

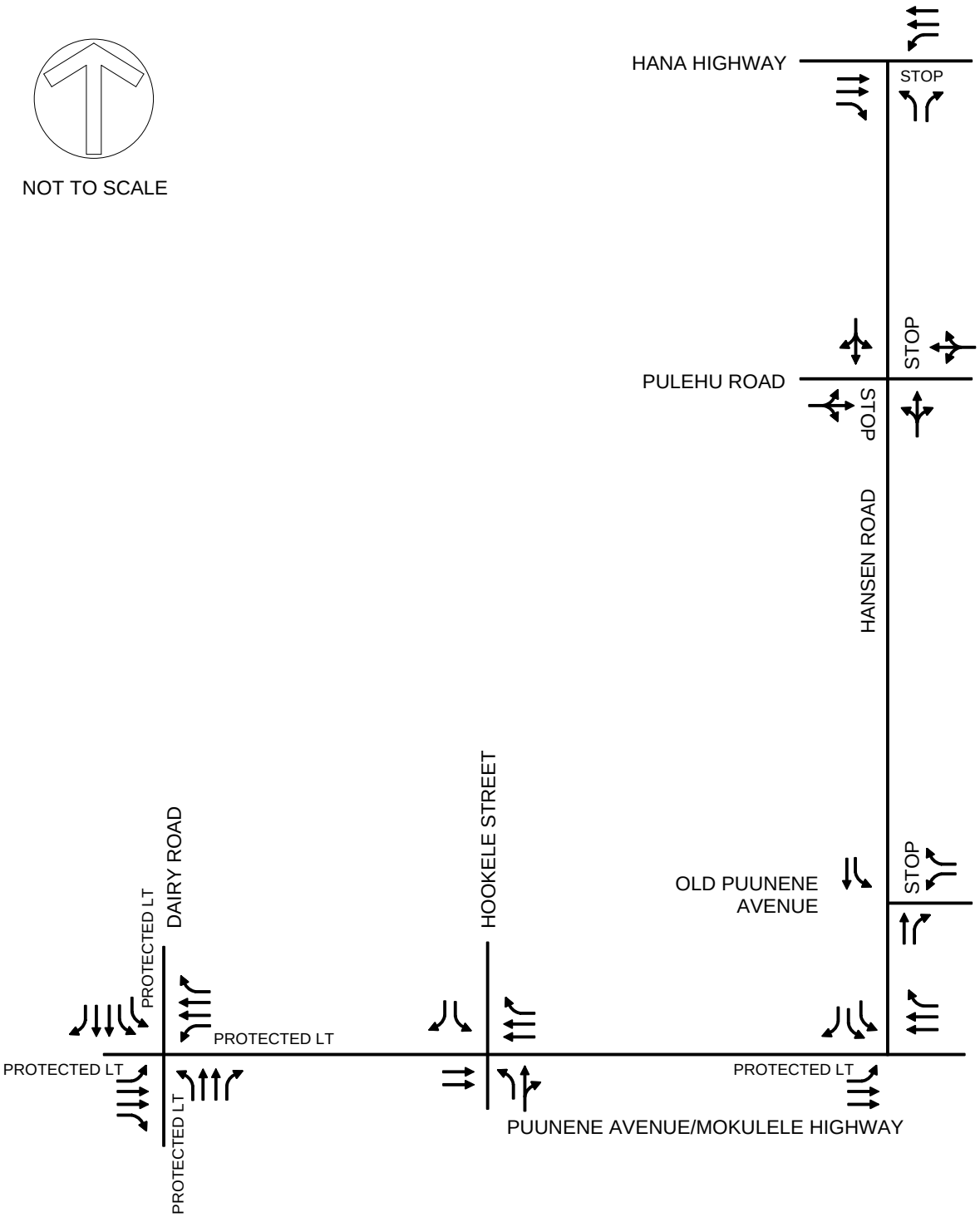


Figure 2
EXISTING ROADWAY NETWORK AND INTERSECTION CONFIGURATIONS

Existing Peak Hour Traffic Volumes

Existing peak hourly traffic volumes of the study intersections were obtained from field surveys conducted during September, 2007. The traffic count schedule is shown in Table 1.

Table 1 Traffic Count Schedule

	Intersection	Day	Date
1	Dairy Road at Puunene Avenue	Tuesday	September 4, 2007
2	Hookele Street at Puunene Avenue	Thursday	September 6, 2007
3	Hansen Road at Puunene Avenue/Mokulele Highway	Tuesday	September 11, 2007
4	Hansen Road at Pulehu Road	Tuesday	September 18, 2007
5	Hansen Road at Hana Highway	Thursday	September 13, 2007

The morning and afternoon peak hourly traffic volumes are shown in Figures 3 and 4, respectively.

1. The traffic counts include buses, trucks, motorcycles, mopeds and other large vehicles. Bicycles and pedestrians were not counted.

2. Schools were in session during the traffic counts.

3. The counts were performed from 6:30 AM to 9:00 AM and from 3:00 PM to 6:00 PM.

4. The traffic volumes shown are the peak hourly volume of each movement rather than the peak sum of all approach volumes.

5. The traffic volumes of adjacent intersections may not match the volumes shown for an adjacent intersection because the peak hours of the adjacent intersections may not coincide and there are driveways between the intersections.

6. Pedestrian activity was negligible during the traffic counts.

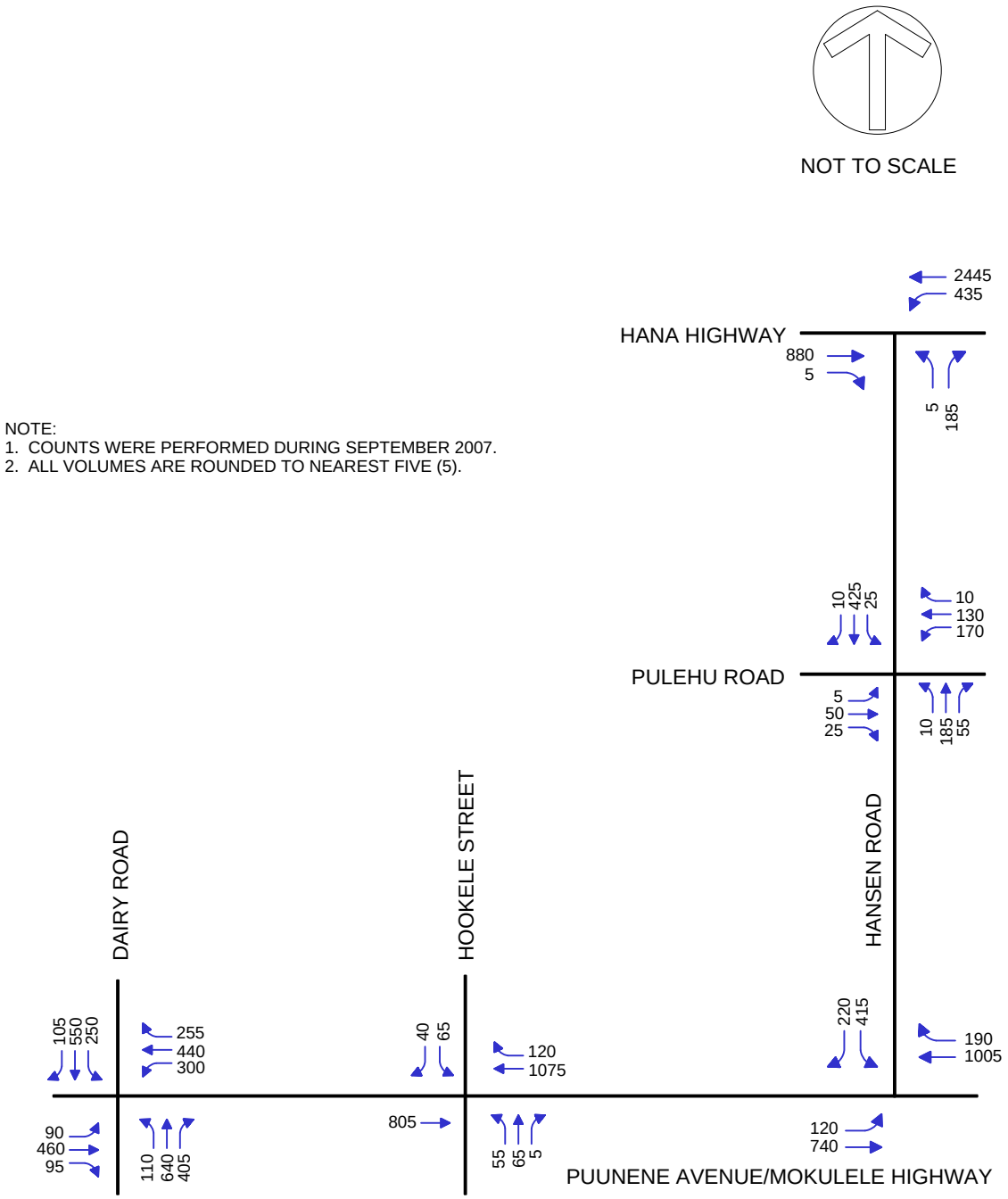


Figure 3
EXISTING (2007) AM PEAK HOUR TRAFFIC VOLUMES

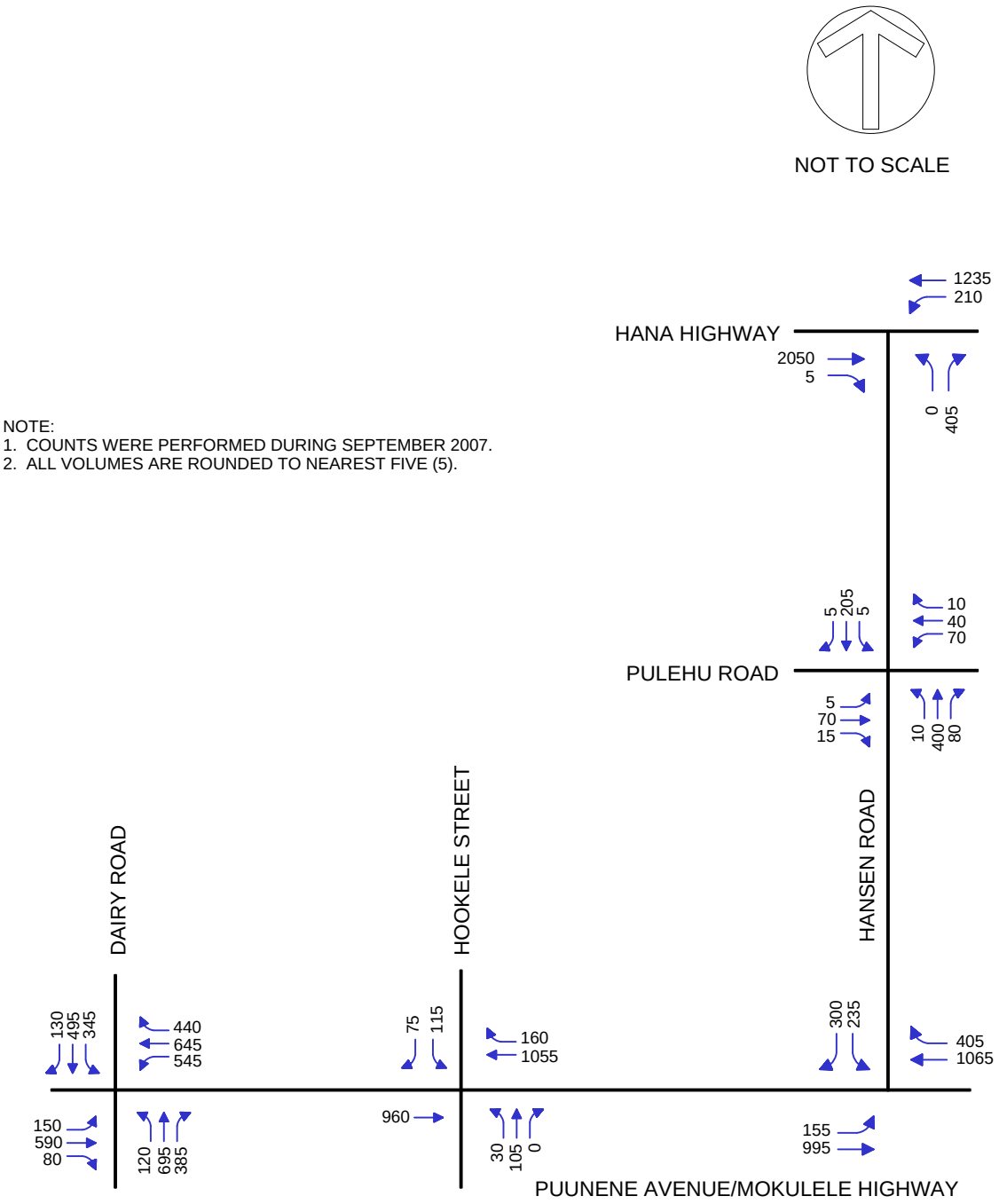


Figure 4
EXISTING (2007) PM PEAK HOUR TRAFFIC VOLUMES

Level-of-Service Concept

Signalized Intersections

"Level-of-Service" is a term which denotes any of an infinite number of combinations of traffic operating conditions that may occur on a given lane or roadway when it is subjected to various traffic volumes. Level-of-Service (LOS) is a qualitative measure of the effect of a number of factors which include space, speed, travel time, traffic interruptions, freedom to maneuver, safety, driving comfort and convenience.

There are six levels-of-service, A through F, which relate to the driving conditions from best to worst, respectively. The characteristics of traffic operations for each Level-of-Service are summarized in Table 2. In general, LOS A represents free-flow conditions with no congestion. LOS F, on the other hand, represents severe congestion with stop-and-go conditions. *Level-of-Service D is typically considered acceptable for peak hour conditions in urban areas.*

Corresponding to each Level-of-Service shown in the table is a volume/capacity ratio. This is the ratio of either existing or projected traffic volumes to the capacity of the intersection. Capacity is defined as the maximum number of vehicles that can be accommodated by the roadway during a specified period of time. The capacity of a particular roadway is dependent upon its physical characteristics such as the number of lanes, the operational characteristics of the roadway (one-way, two-way, turn prohibitions, bus stops, etc.), the type of traffic using the roadway (trucks, buses, etc.) and turning movements.

Table 2 Level-of-Service Definitions for Signalized Intersections(1)

Level of Service	Interpretation	Volume-to-Capacity Ratio(2)	Control Delay (Seconds)
A, B	Uncongested operations; all vehicles clear in a single cycle.	0.000-0.700	<10.0
C	Light congestion; occasional backups on critical approaches	0.701-0.800	10.1-20.0
D	Congestion on critical approaches but intersection functional. Vehicles must wait through more than one cycle during short periods. No long standing lines formed.	0.801-0.900	20.1-35.0
E	Severe congestion with some standing lines on critical approaches. Blockage of intersection may occur if signal does not provide protected turning movements.	0.901-1.000	35.1-80.0
F	Total breakdown with stop-and-go operation	>1.001	>80.0

Notes:
(1) Source: *Highway Capacity Manual*, 2000.
(2) This is the ratio of the calculated critical volume to Level-of-Service E Capacity.

Unsignalized Intersections

Like signalized intersections, the operating conditions of intersections controlled by stop signs can be classified by a Level-of-Service from A to F. However, the method for determining Level-of-Service for unsignalized intersections is based on the use of gaps in traffic on the major street by vehicles crossing or turning through that stream. Specifically, the capacity of the controlled legs of an intersection is based on two factors: 1) the distribution of gaps in the major street traffic stream, and 2) driver judgement in selecting gaps through which to execute a desired maneuver. The criteria for Level-of-Service at an unsignalized intersection is therefore based on delay of each turning movement. Table 3 summarizes the definitions for Level-of-Service and the corresponding delay.

Table 3 Level-of-Service Definitions for Unsignalized Intersections(1)

Level-of-Service	Expected Delay to Minor Street Traffic	Control Delay (Seconds)
A	Little or no delay	>10
B	Short traffic delays	10.1 to 15.0
C	Average traffic delays	15.1 to 25.0
D	Long traffic delays	25.1 to 35.0
E	Very long traffic delays	35.1 to 50.0
F	See note (2) below	>50.1

Notes:
(1) Source: *Highway Capacity Manual*, 2000.
(2) When demand volume exceeds the capacity of the lane, extreme delays will be encountered with queuing which may cause severe congestion affecting other traffic movements in the intersection. This condition usually warrants improvement of the intersection.

Level-of-Service Analysis of Existing Conditions

The results of the Level-of-Service analysis for the signalized intersections are shown in Table 4. Shown in the table are the volume-to-capacity ratios, average control delays and the levels-of-service for each lane group and the overall intersection.

The results of the Level-of-Service analysis for unsignalized intersections are also shown in Table 5. The average control delays and levels-of-service are shown for controlled movements only. Volume-to-capacity ratios are not shown for unsignalized intersections. Overall intersection volume-to-capacity ratios, delays and levels-of-service are not calculated for unsignalized intersections.

Table 4 Existing (2007) Levels-of-Service - Signalized Intersections

Intersection, Approach and Movement	AM Peak Hour			PM Peak Hour		
	V/C[1]	Delay [2]	LOS [3]	V/C	Delay	LOS
Dairy Road at Puunene Avenue	***0.81***	***37.5***	***D***	***1.01***	***65.0***	***E***
Eastbound Left	0.63	41.1	D	0.67	51.1	D
Eastbound Thru	0.71	31.7	C	0.81	45.8	D
Eastbound Right	0.07	24.8	C	0.05	32.7	C
Westbound Left	0.80	37.7	D	1.12	113.6	F
Westbound Thru	0.39	19.2	B	0.51	25.5	C
Westbound Right	0.18	17.6	B	0.48	25.3	C
Northbound Left	0.95	100.2	F	0.71	58.1	E
Northbound Thru	0.67	27.1	C	0.84	47.4	D
Northbound Right	0.28	22.2	C	0.26	33.6	C
Southbound Left	1.20	161.3	F	1.46	276.4	F
Southbound Thru	0.59	25.7	C	0.68	42.6	D
Southbound Right	0.07	20.0	B	0.09	33.3	C
Hookele Street at Puunene Avenue	***0.47***	***12.3***	***B***	***0.53***	***12.6***	***B***
Eastbound Thru	0.60	10.9	B	0.75	12.6	B
Westbound Thru	0.80	14.8	B	0.82	14.8	B
Westbound Right	0.08	8.0	A	0.11	7.7	A
Northbound Left	0.08	8.2	A	0.05	7.3	A
Northbound Thru & Right	0.10	8.3	A	0.15	7.9	A
Southbound Left	0.13	8.7	A	0.24	8.9	A
Southbound Right	0.04	8.0	A	0.11	7.7	A
Hansen Road at Puunene Avenue/Mokulele Highway	***0.67***	***15.3***	***B***	***0.78***	***16.7***	***B***
Eastbound Left	0.62	30.0	C	0.82	49.1	D
Eastbound Thru	0.39	6.9	A	0.52	7.9	A
Westbound Thru	0.79	18.8	B	0.80	19.5	B
Westbound Right	0.13	11.6	B	0.03	11.1	B
Southbound Left	0.46	18.9	B	0.26	18.1	B
Southbound Right	0.15	16.4	B	0.26	18.9	B

NOTES:
(1) V/C denotes volume-to-capacity ratio.
(2) Delay in seconds per vehicle.
(3) LOS denotes Level-of-Service calculated using the operations method described in *Highway Capacity Manual*. Level-of-Service is based on delay.

Table 5 Existing (2007) Levels-of-Service - Unsignalized Intersection

Intersection, Approach and Movement	AM Peak Hour		PM Peak Hour	
	Delay [1]	LOS [2]	Delay	LOS
Hansen Road at Pulehu Street				
Northbound Left, Thru & Right	8.3	A	7.7	A
Southbound Left, Thru & Right	7.8	A	8.4	A
Westbound Left, Thru & Right	130.0	F	24.9	C
Eastbound Left, Thru & Right	18.0	C	18.0	C
Hansen Road at Hana Highway				
Westbound Left	17.3	C	72.5	F
Northbound Left	173.9	F	153.3	F
Northbound Right	15.0	C	482.4	F

NOTES:
(1) Delay in seconds per vehicle.
(2) LOS denotes Level-of-Service calculated using the operations method described in *Highway Capacity Manual*. Level-of-Service is based on delay.
(3) Delay calculations for the AM peak hour could not be calculated as all movements are free-flowing except the northbound to eastbound right turn, which is a negligible number of vehicles during the AM peak hour.

The conclusions of the Level-of-Service analysis are:

Signalized Intersections

1. The results of the level-of-service are consistent with traffic conditions observed during the traffic counts and field reconnaissance.

2. The intersection of Dairy Road at Puunene Avenue operates at Level-of-Service D during the morning peak hour and Level-of-Service E during the afternoon peak hour. During the morning peak hour, the northbound and southbound left turns operate at Level-of-Service F. The major through movements operate at Level-of-Service B and C. During the afternoon peak hour, the southbound and westbound left turns operate at Level-of-Service F and the northbound left turn operates at Level-of-Service E. The through movements operate at Level-of-Service C and D.

3. The intersection of Puunene Avenue at Hookele Street operates at Level-of-Service B during both morning and afternoon peak hours. All movements operate at Level-of-Service A or B, which indicates good operating conditions.

4. The intersection of Puunene Avenue at Hansen Road operates at Level-of-Service B during both peak hours. During the morning peak hour, the eastbound left turn operates at Level-of-Service C. All remaining movements operate at Level-of-Service A or B. During the afternoon peak hour, the westbound left operates at Level-of-Service D. All the remaining movements operate at Level-of-Service A or B.

Unsignalized Intersections

5. At the intersection of Hansen Road at Pulehu Road, the westbound approach operates at Level-of-Service F and the remaining approaches operate at Level-of-Service A and C. During the afternoon peak hour, all movements operate at Level-of-Service A or C.

6. At the intersection of Hana Highway at Hansen Road, the left turn from northbound Hansen Road to westbound Hana Highway operates at Level-of-Service F during both peak periods. However, the left turn volume is less than five vehicles per hour during the peak hours. During the morning peak hour, the left turn from westbound Hana Highway to southbound Hansen Road operates at Level-of-Service C and the right turns from northbound Hansen Road to eastbound Hana Highway operates at Level-of-Service C. During the afternoon peak hour, all movements operate at Level-of-Service F.

3. BACKGROUND TRAFFIC CONDITIONS

The purpose of this chapter is to discuss the assumptions and data used to estimate 2010 background traffic conditions. Background traffic conditions are defined as future traffic volumes without the proposed project.

Future traffic growth consists of two components. The first is ambient background growth that is a result of regional growth and cannot be attributed to a specific project. This growth factor also considers traffic associated with minor, or small, projects for which no traffic data is available. The second component is estimated traffic that will be generated by other development projects in the vicinity of the proposed project.

Background Traffic Growth

The *Maui Long Range Transportation Plan*[1] concluded that traffic in Maui would increase an average of 1.6% per year from 1990 to 2020. This growth rate was used to estimate the background growth between 2007 and 2015, which is the design year for this project. The growth factor was calculated to be 1.135 using the following formula:

$$F = (1 + i)^n$$

where F = Growth Factor
i = Average annual growth rate, or 0.016
n = Growth period, or 8 years

This growth factor was applied to all traffic movements at the study intersections and rounded to nearest five (5). The background growth projections are shown in Figures 5 and 6.

[1] Kaku Associates, October 1996

Related Projects

The second component in estimating background traffic volumes is traffic resulting from other proposed projects in the vicinity. Related projects are defined as those projects that are under construction, have been approved for construction or have been the subject of a traffic study and would significantly impact traffic in the study area. Related projects may be development projects or roadway improvements.

The related development projects identified are listed in Table 6.

Table 6 List of Related Projects

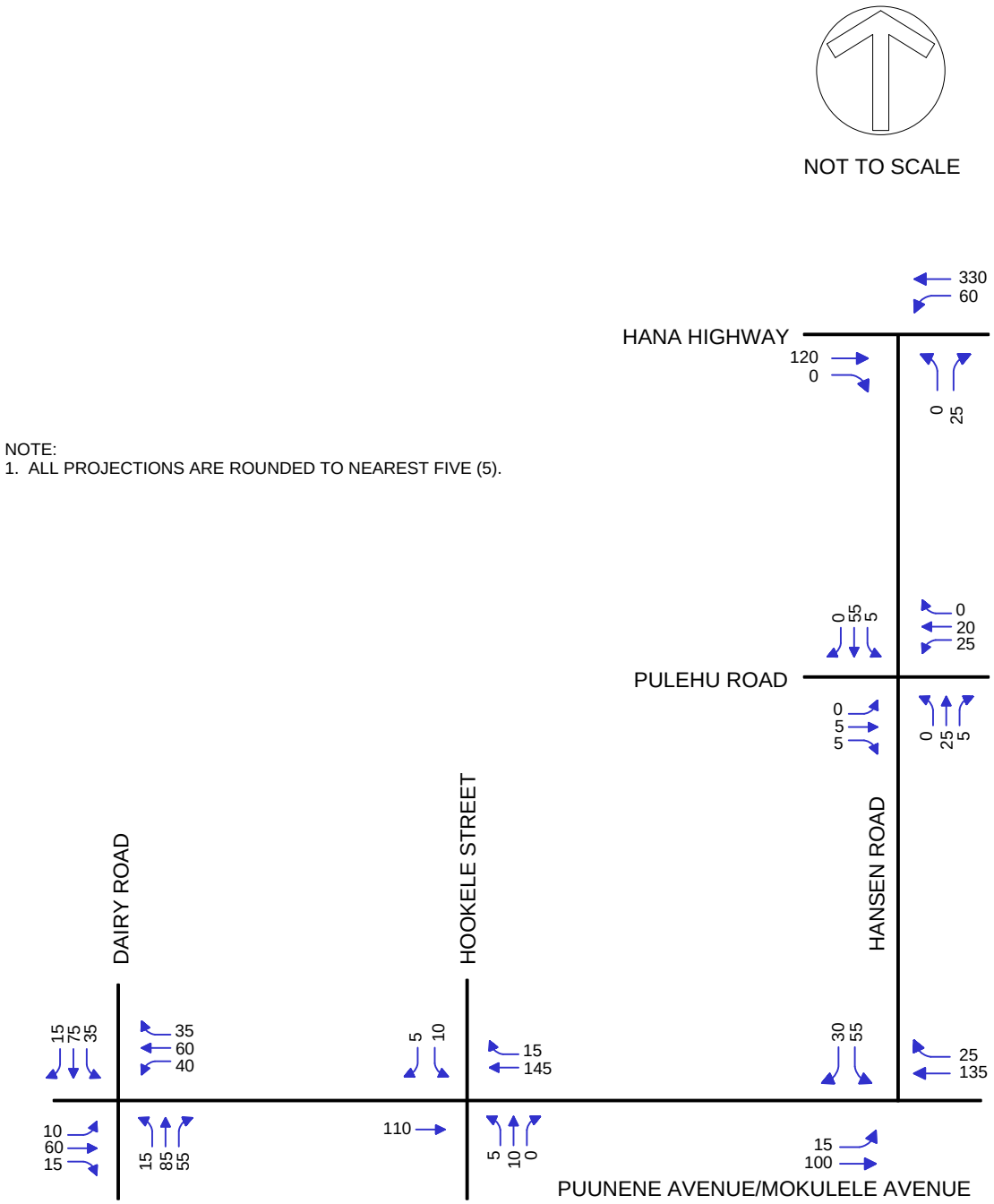
A	Dairy Road Retail Center
B	Zippy's (Under Construction)
C	Hookele Street Extension
D	Maui Business Park Phase II (1)
E	Airport Hotel
F	Puunene Baseyard (2)

Note:
(1) Build-out for Maui Business Park Phase II is beyond 2025. It is estimated that a maximum of 25% of the project will be completed by 2015.
(2) Includes modification of the intersection of Hansen Road at Pulehu Road to provide a new westbound left turn lane.

The traffic projections of the related projects are shown on Figures 7 and 8.

2015 Background Traffic Projections

2015 background traffic projections were calculated by expanding existing traffic volumes by the appropriate growth rates and then superimposing traffic generated by the related project. The resulting 2015 background weekday morning and afternoon peak hourly traffic projections are shown in Figures 8 and 9, respectively.



NOTE:
1. ALL PROJECTIONS ARE ROUNDED TO NEAREST FIVE (5).

Figure 5
AM BACKGROUND GROWTH 2007 TO 2015

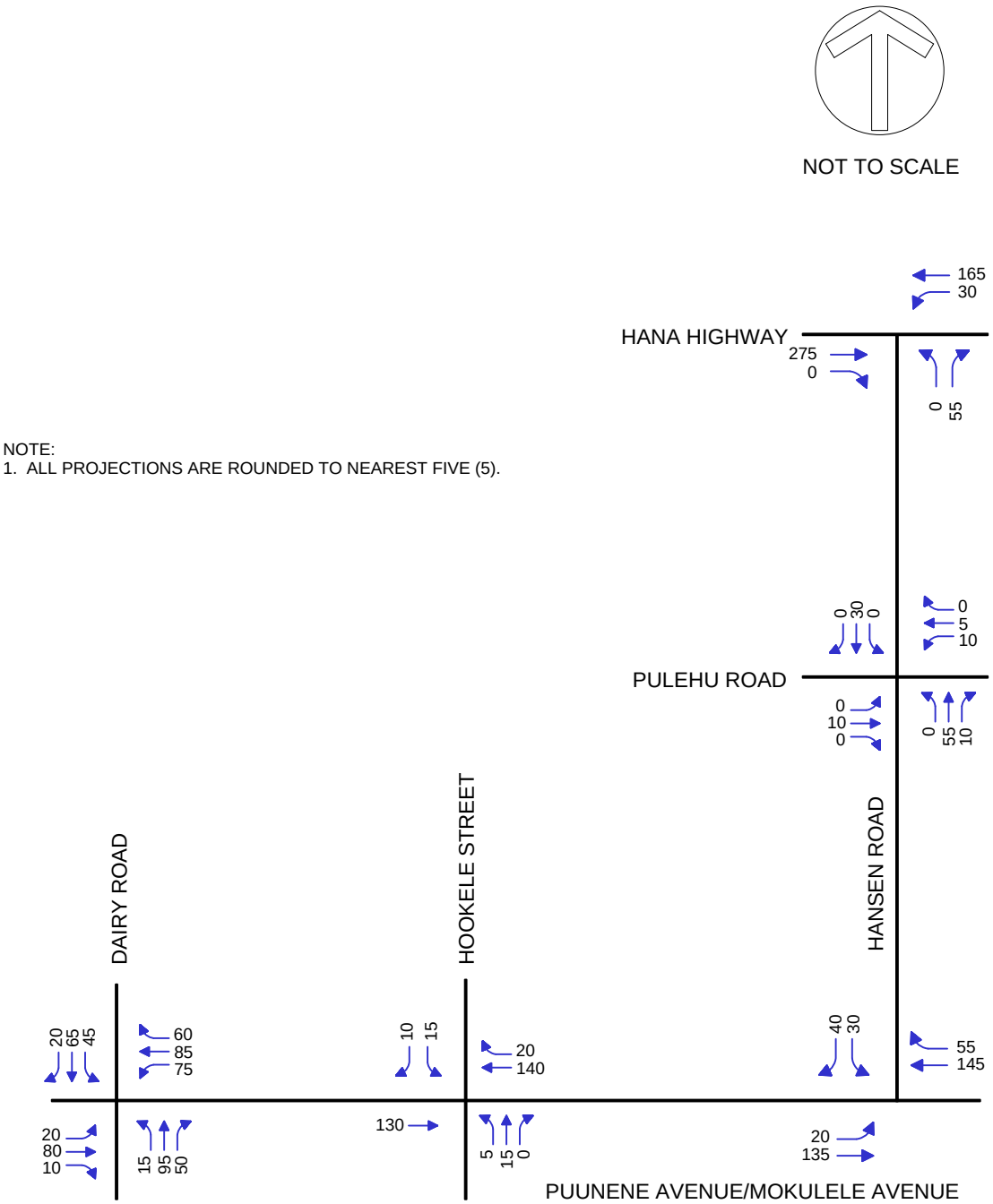


Figure 6
PM BACKGROUND GROWTH 2007 TO 2015

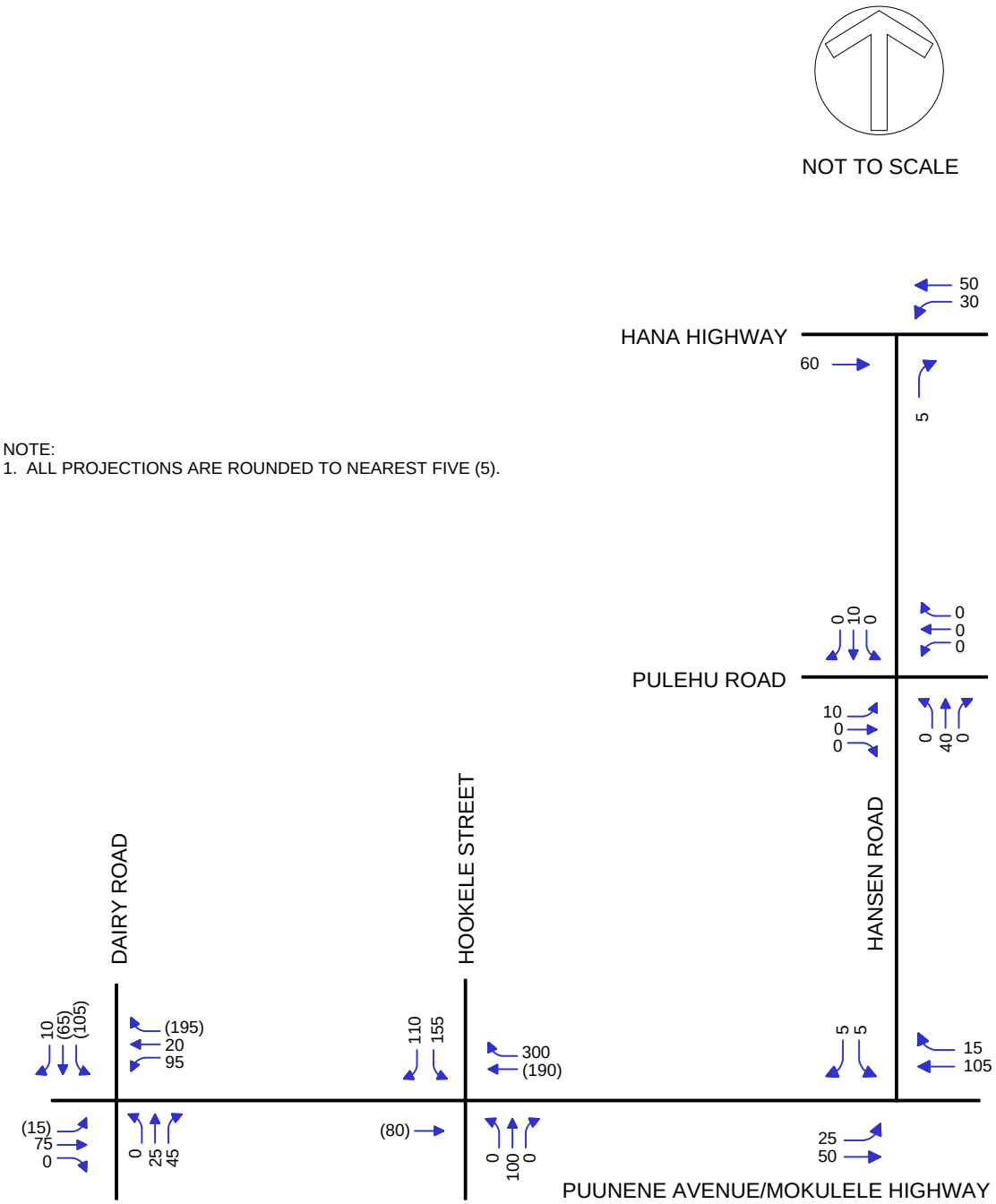


Figure 7
RELATED PROJECTS' TRIPS - AM PEAK HOUR

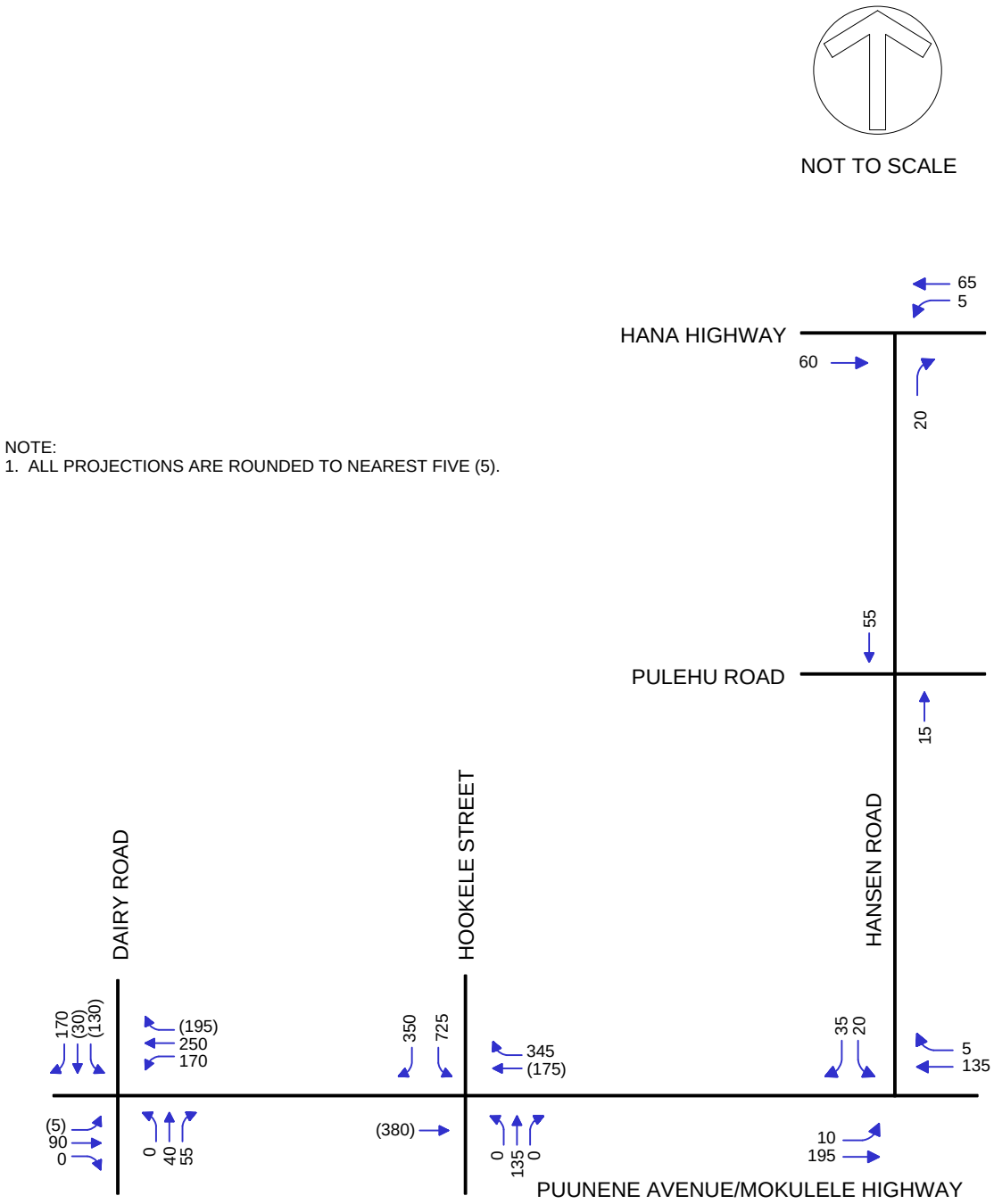


Figure 8
RELATED PROJECTS' TRIPS - PM PEAK HOUR

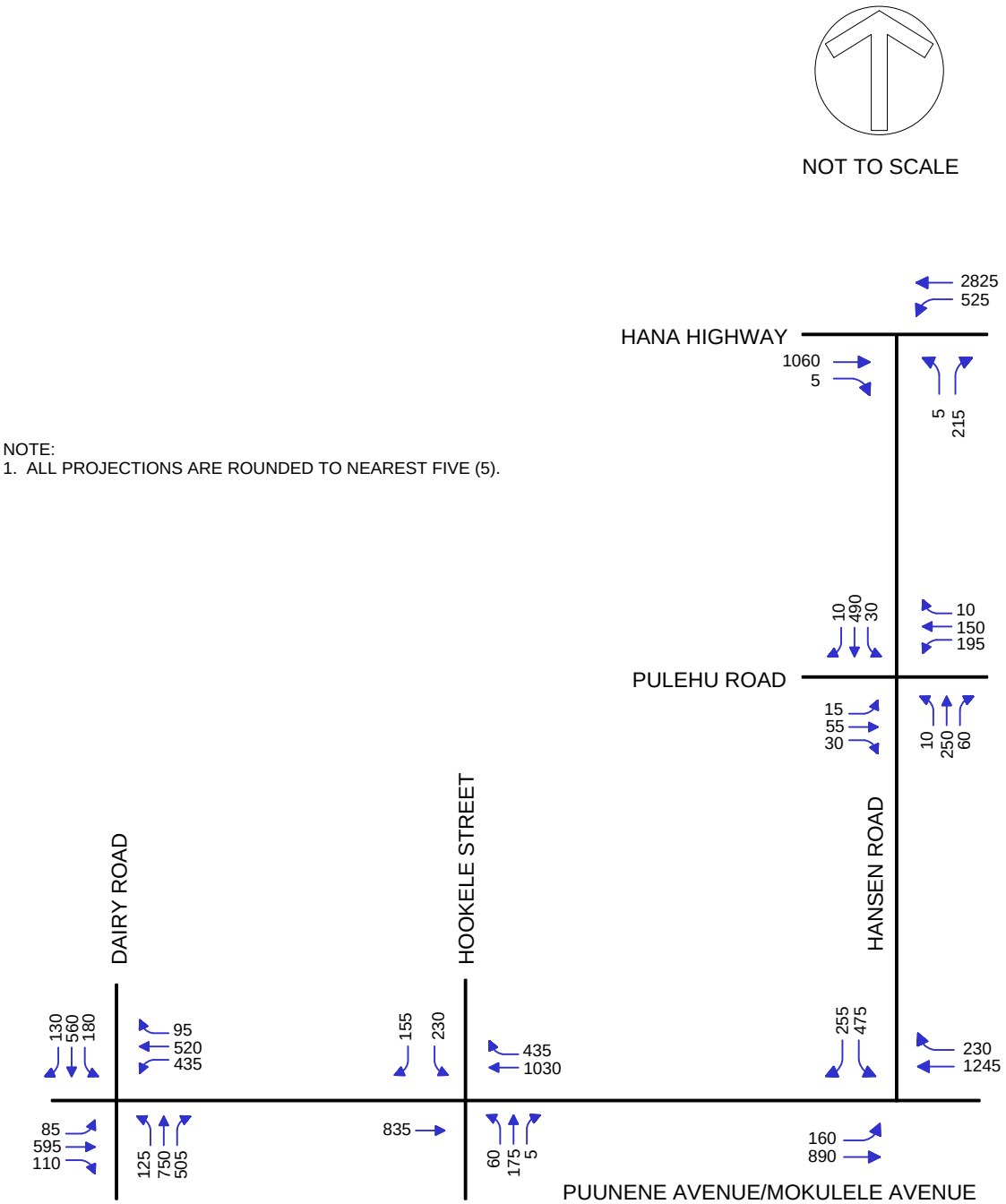
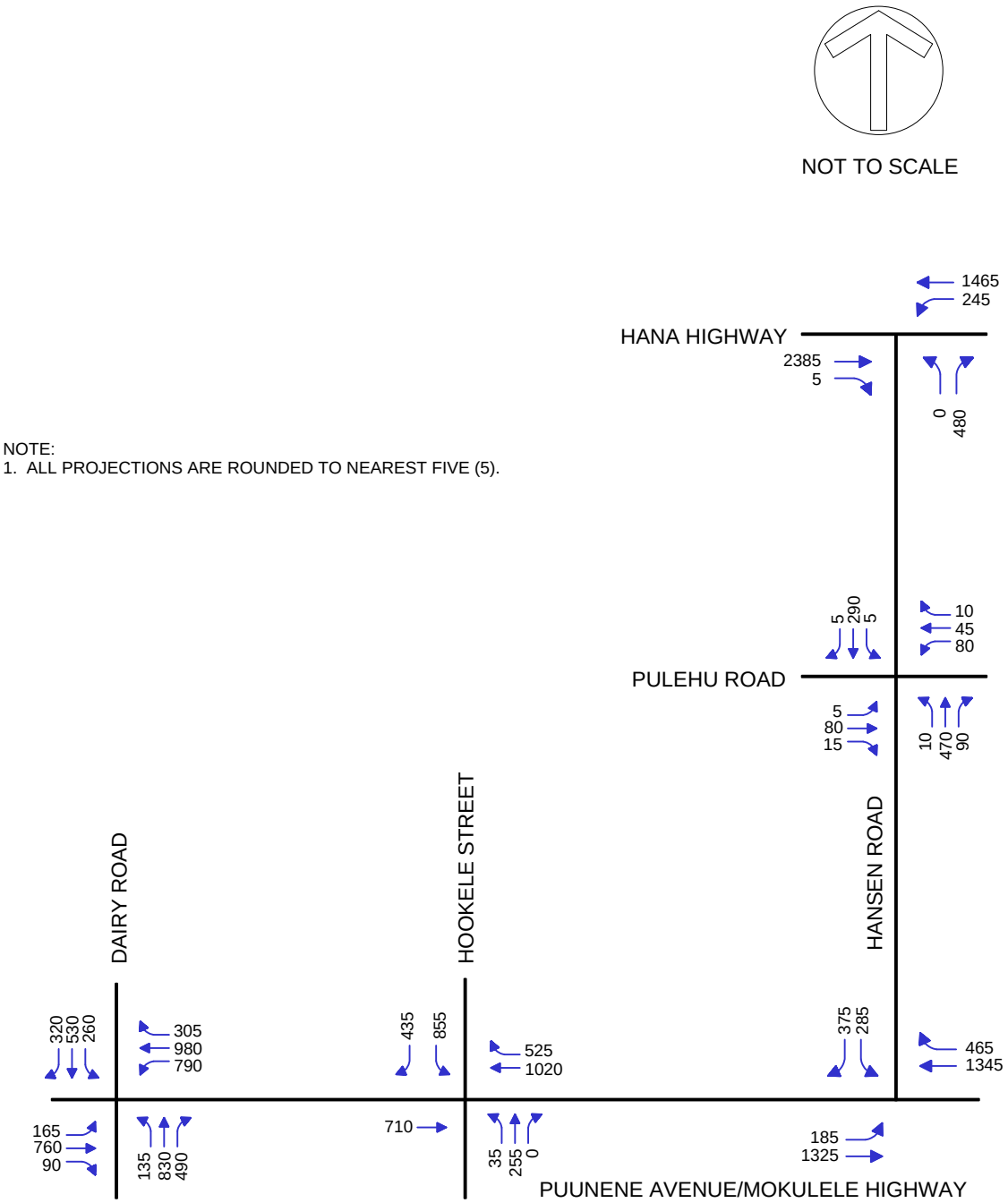


Figure 9
2015 BACKGROUND AM PEAK HOUR TRAFFIC PROJECTIONS



NOTE:
1. ALL PROJECTIONS ARE ROUNDED TO NEAREST FIVE (5).

Figure 10
2015 BACKGROUND PM PEAK HOUR TRAFFIC PROJECTIONS

4. PROJECT-RELATED TRAFFIC CHARACTERISTICS

This chapter discusses the methodology used to identify the traffic-related characteristics of the proposed project. Generally, the process involves the determination of peak-hour trips that would be generated by the proposed project, distribution and assignment of these trips on the approach and departure routes, and finally, determination of the levels-of-service at affected intersections and driveways subsequent to implementation of the project. This chapter presents the generation, distribution and assignment of project generated traffic and the background plus project traffic projections. The results of the Level-of-Service analysis of background plus project conditions is presented in the following chapter.

Project Trip Generation

Future traffic volumes generated by the project were estimated using the procedures described in the *Trip Generation Handbook*[2] and data provided in *Trip Generation*[3]. This method used trip generation rates to estimate the number of trips that the project will generate during the peak hours of the project and along the adjacent street. Separate trip generation calculations were developed for each phase.

Phase 1

Phase 1 of the project consist of the transportation related functions of MEO. *Trip Generation* does not contain any traffic generation data for this type of proposed used. A review of the land uses for which trip generation data is available concluded that the most comparable land use for which data is available is the light industrial uses, which is the proposed zoning for this property. The Institute of Transportation Engineers defines general light industrial as follows:

> *Light industrial uses usually employee fewer than 500 persons, they have an emphasis on activities other than manufacturing and typically have minimal office space.*[4]

Trip generation rates are based on the floor area of the building in square feet, the area of the site in acres, and the number of employees. It was determined that it would be inappropriate to base the trip generation analysis on the building area because the buildings include garages and maintenance areas that have a low employee to area ratio, or the parcel area because a large portion of the area will be parking for employees and buses. Therefore, the trip generation analysis for Phase 1 is based on the number of employees.

Phase 2

Phase 2 is the transfer station. The only traffic associated with the transfer station will be buses. Trip generation provides no data for this type of use. Therefore, the number of trips that the transfer station will generate was estimated using the following assumptions:

a. The transfer station can accommodate four buses at a time.

b. The average turnover time is 15 minutes. This means that 15 minutes is allowed for each bus to load and unload.

c. The transfer station will be used to the maximum capacity during both morning and afternoon peak hours.

d. The transfer station will not provide park and ride services.

Using these assumptions, there will be a maximum of 16 inbound and 16 outbound trips during the peak hour.

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[2] Institute of Transportation Engineers, *Trip Generation Handbook*, Washington, D.C., 1998, p. 7-12

[3] Institute of Transportation Engineers, *Trip Generation, 7th Edition,* Washington, D.C., 2003

[4] Institute of Transportation Engineers, *Trip Generation, 7th Edition*, Washington, D.C., 2003, p 89

Phase 3

Phase 3 is the MEO administrative office building. This building will have a floor area of 12,640 gross square feet and accommodate 125 employees. The peak hour trips that the office building will generate is estimated using the rates based on the number of employees for general office buildings.

Total Project Trip Generation

The trip generation analysis is summarized in Table 7. As shown the proposed project will generate 95 inbound and 35 outbound trips during the morning peak hour. During the afternoon peak hour, the project will generate 45 inbound and 85 outbound trips.

Table 7 Trip Generation Analysis

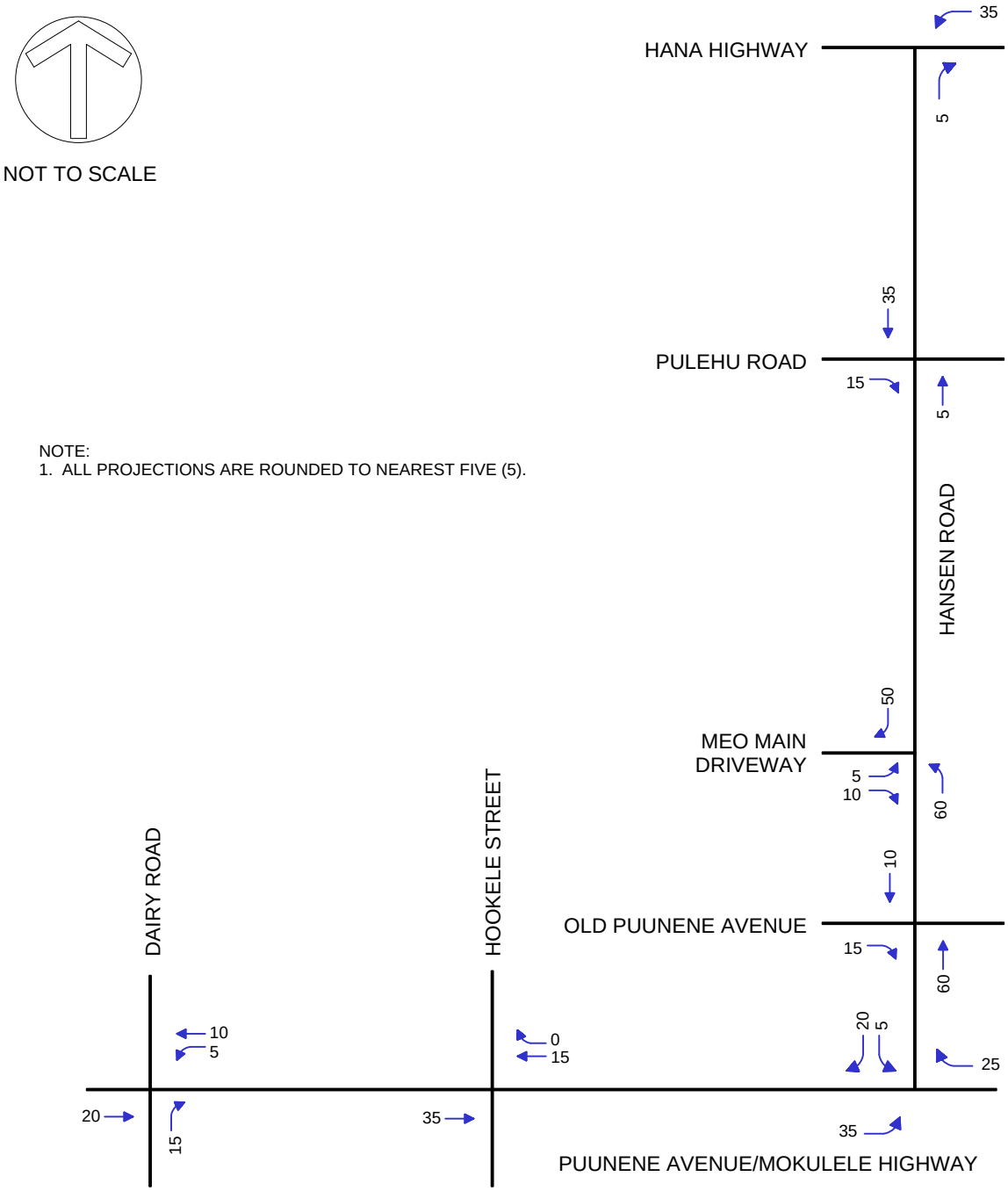
Period & Direction		Phase 1 Light Industrial			Phase 2 Transfer Station	Phase 3 Administrative Office Building			Total Project Trips
		Trips per Unit or Percent	Employees	Trips	Trips	Trips per Unit or Percent	Employees	Trips	
AM Peak Hour	Total	0.48	100	50	30	0.48	125	60	140
	Inbound	87%		40	15	88%		55	110
	Outbound	13%		10	15	12%		5	30
PM Peak Hour	Total	0.51		50	30	0.46		60	140
	Inbound	29%		15	15	17%		10	40
	Outbound	71%		35	15	83%		50	100

Note:
(1) All volumes are rounded to nearest five (5).

2015 Background Plus Project Projections

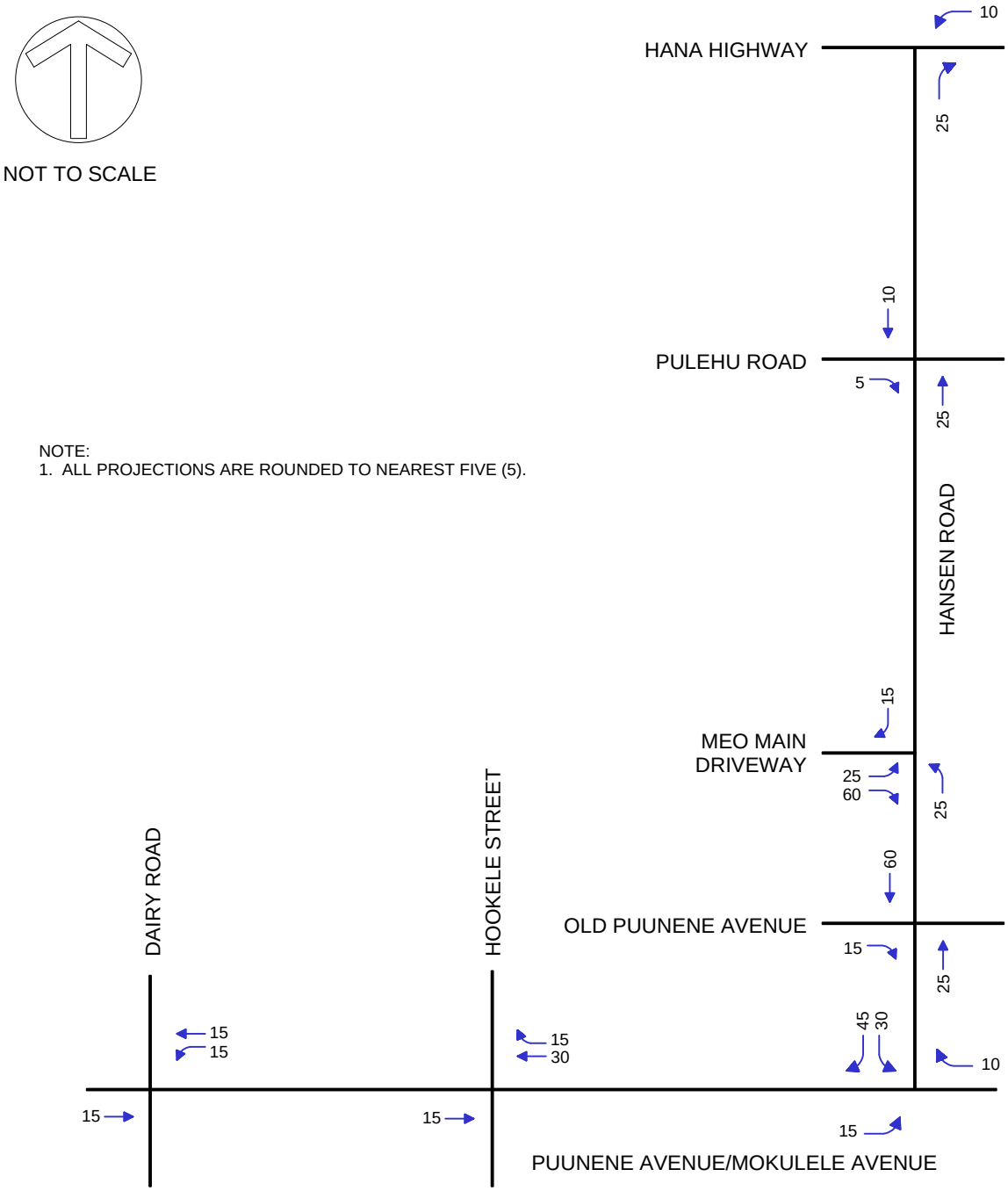
Project generated traffic was distributed and assigned based on the existing approach and departure pattern of traffic along the adjacent roadways. The morning and afternoon peak hour traffic assignments are shown in Figures 11 and 12, respectively.

2015 background plus project traffic projections were estimated by superimposing the peak hourly traffic generated by the proposed project on the 2015 background (without project) peak hour traffic projections. This assumes that the peak hourly trips generated by the project coincide with the peak hour of the adjacent street. This represents a worse-case condition. The resulting 2015 background plus project peak hour traffic projections are shown in Figures 13 and 14, respectively.



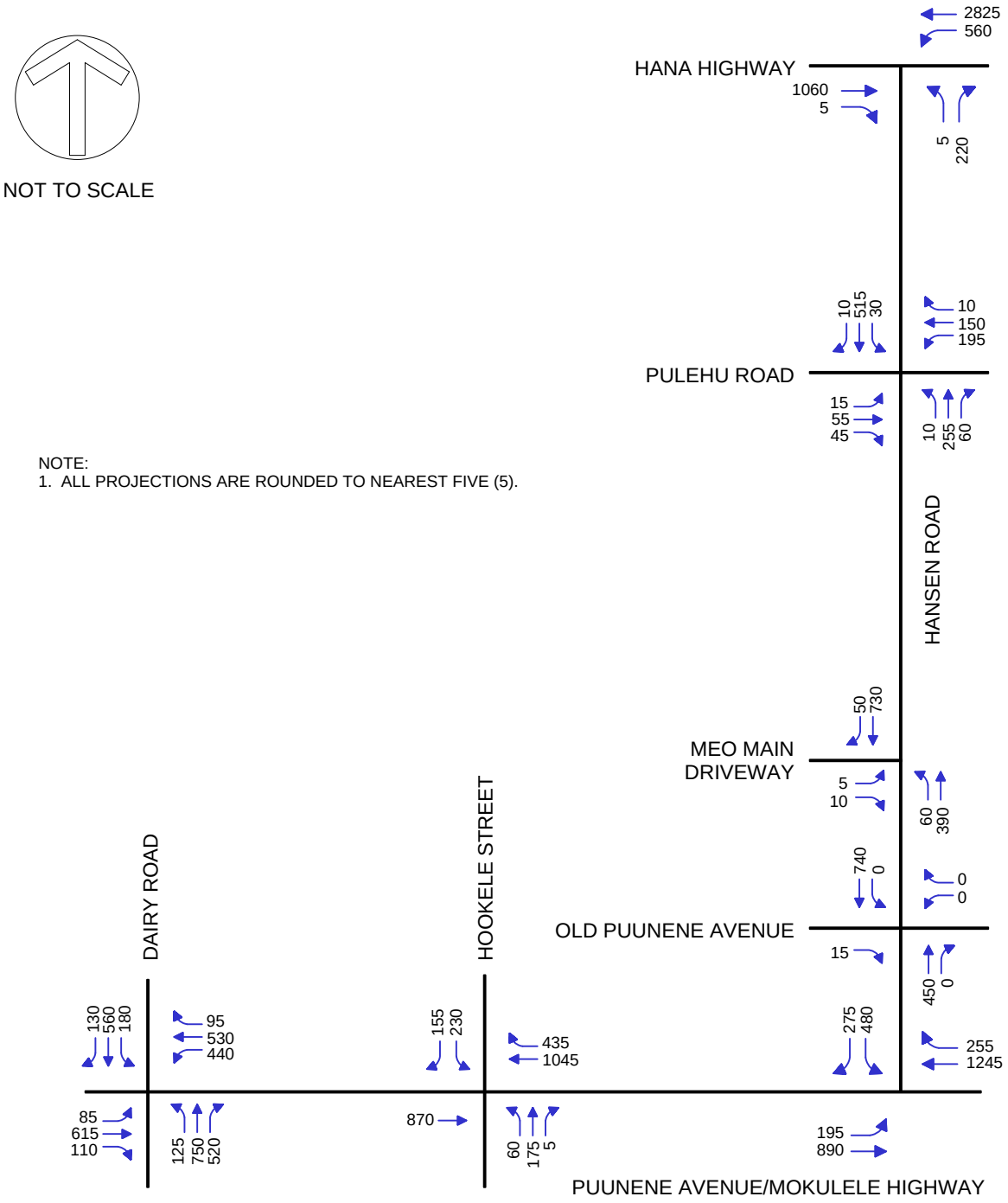
NOTE:
1. ALL PROJECTIONS ARE ROUNDED TO NEAREST FIVE (5).

Figure 11
AM PEAK HOUR PROJECT TRIP ASSIGNMENTS



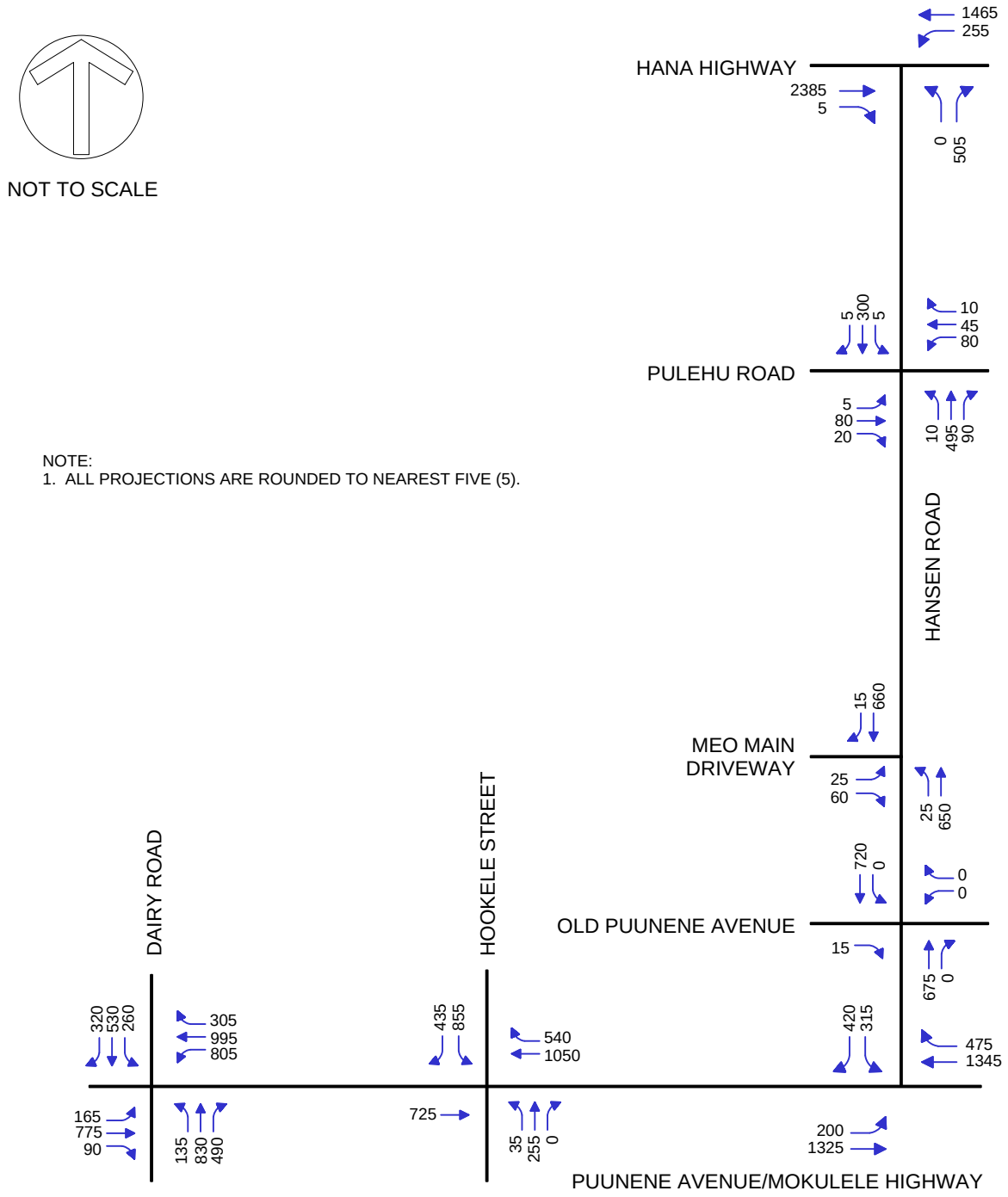
NOTE:
1. ALL PROJECTIONS ARE ROUNDED TO NEAREST FIVE (5).

Figure 12
PM PEAK HOUR PROJECT TRIP ASSIGNMENTS



NOTE:
1. ALL PROJECTIONS ARE ROUNDED TO NEAREST FIVE (5).

Figure 13
2015 BACKGROUND PLUS PROJECT AM PEAK HOUR TRAFFIC PROJECTIONS



NOTE:
1. ALL PROJECTIONS ARE ROUNDED TO NEAREST FIVE (5).

Figure 14
2015 BACKGROUND PLUS PROJECT PM PEAK HOUR TRAFFIC PROJECTIONS

5. TRAFFIC IMPACT ANALYSIS

The purpose of this chapter is to summarize the results of the level-of-service analysis, which identifies the project-related impacts. In addition, any mitigation measures necessary and feasible are identified and other access, egress and circulation issues are discussed.

The impact of the project was assessed by analyzing the changes in traffic volumes and levels-of-service at the study intersections. Mitigation measures are also described in this chapter.

Changes in Total Intersection Volumes

An analysis of the project's share of 2015 background plus project intersection approach volumes at the study intersections is summarized in Table 8. The table summarizes the project's share of total 2015 peak hour approach volumes at each intersection. Also shown are the percentage of 2015 background plus project traffic that is the result of background growth and traffic generated by related projects.

As shown in the table, project generated traffic will represent a minor percentage of traffic at the intersections. In all cases, project generated traffic will represent less than 3.5% of the total peak hour traffic volumes. At the major intersections of Puunene Avenue at Dairy Road and Hana Highway at Hansen Road, project generated traffic will represent 1.2%, or less, of the peak hour traffic.

Table 8 Analysis of Project's Share of Total Intersection Approach Volumes (1)

Intersection	Period	Existing	2015 Background	2015 Background Plus Project	Background Growth		Project Traffic	
					Trips	Percent of Total Traffic (2)	Trips	Percent of Total Traffic (3)
Puunene Av at Dairy Rd	AM	3700	4090	4140	390	9.4%	50	1.2%
	PM	4620	5655	5700	1035	18.2%	45	0.8%
Puunene Av at Hookele St	AM	2230	2925	2975	695	23.4%	50	1.7%
	PM	2500	3835	3895	1335	34.3%	60	1.5%
Puunene Av at Hansen Rd	AM	2690	3255	3340	565	16.9%	85	2.5%
	PM	3155	3980	4080	825	20.2%	100	2.5%
Hansen Rd at Pulehu Rd	AM	1100	1305	1350	205	15.2%	45	3.3%
	PM	915	1105	1145	190	16.6%	40	3.5%
Hana Hwy at Hansen Rd	AM	3955	4635	4675	680	14.5%	40	0.9%
	PM	3905	4580	4615	675	14.6%	35	0.8%

Notes:
(1) Volumes shown are total intersection approach volumes or projections.
(2) Percentage of total 2015 background plus project traffic.

Methodology for Level-of-Service Analysis

1. Synchro 6 was used to analyze the signalized intersections. The Highway Capacity Software was used to analyze the unsignalized intersections. Both software packages are based on the *Highway Capacity Manual*. Neither Synchro nor the Highway Capacity Software results report a volume-to-capacity ratio for unsignalized intersections or results for the overall unsignalized intersection.

2. We have used the Institute of Transportation Engineers standard that a Level-of-Service D is the minimum acceptable level-of-service and that the criteria is applicable to the overall intersection and the major movements on the major roadways rather than each controlled lane group. Minor movements, such a left turns and side street approaches may operate at Level-of-Service E for short periods. "Although this level is generally considered undesirable for a signalized intersection, Level-of-Service E is sometimes tolerated for minor movements such as left turns when there are no feasible mitigating measures or if it helps maintain the main through movements at acceptable levels-of-service."[5] If project generated traffic causes the level-of-service to drop below Level-of-Service D, then mitigation should be provided to improve the level-of-service to Level-of-Service D or better. However, in many cases the intersection operates at Level-of-Service E or F without project generated traffic. If the change in the volume-to-capacity ratio and delay are insignificant, then no mitigation is required. If the changes are significant, then mitigation should be provided to improve the volume-to-capacity ratio and delay to the level that they were before project generated traffic was added.

3. As the *Highway Capacity Manual* defines level-of-service by delay, we have used the same definitions.

[5] M&E Pacific, Inc. *Traffic Impact Analysis Report for Lihue Civic Center Master Plan*, October 2005, p. 25

Volume-to-Capacity and Level-of-Service Impact Analysis

The Level-of-Service analysis was performed for 2015 background and 2015 background plus project conditions to identify the impacts of the project and locations where mitigation measures should be investigated. The level-of-service analysis calculates the volume-to-capacity ratio and delay of each controlled lane group. The delay defines the level-of-service of the intersection and the controlled movements. The change in the volume-to-capacity ratio and delay quantifies the impact of the project. As previously noted in Chapter 2, Level-of-Service D is generally considered an acceptable level-of-service.

The 2015 level-of-service analysis incorporates the traffic projections resulting from the related projects discussed previously and the anticipated roadway improvements associated with those projects.

The results of the Level-of-Service analysis is summarized in Tables 9 and 10.

Puunene Avenue at Dairy Road

The intersection of Puunene Avenue at Dairy Road will operate at Level-of-Service D during the morning peak hour and Level-of-Service F during the afternoon peak hour, both without and with project generated traffic. Project generated traffic increases the volume-to-capacity ratio 0.01 during either the morning or afternoon peak hour. The average vehicle delay increases only 0.4 seconds per vehicle during the afternoon peak hour and 1.8 seconds per vehicle during the afternoon peak hour as a result of project generated traffic. As the volume-to-capacity ratio and average vehicle delay are minimal, no mitigation is recommended. It should be noted that this intersection will be improved to mitigate the impacts of the Maui Business Park Phase II. These improvements have not been considered in the level-of-service analysis for this project even though a portion of the traffic generated by the business park was included in the traffic projections. The recommended improvements include additional through lanes and additional left turn lanes.

Puunene Avenue at Hookele Street

The intersection of Puunene Avenue at Hookele Street will operate at Level-of-Service B during the morning peak hour without and with project generated traffic. All movements will operate at Level-of-Service A or B. During the afternoon peak hour, the level-of-service will change from Level-of-Service B without project generated traffic to Level-of-Service C with project generated traffic. All movements will operate at Level-of-Service C, or better, with project generated traffic.

Puunene Avenue at Hansen Road

The intersection of Puunene Avenue at Hansen Road will operate at Level-of-Service B during the morning peak hour without project generated traffic and Level-of-Service C with project generated traffic. The left turns from eastbound Puunene Avenue to northbound Hansen Road will operate at Level-of-Service D. However, the volume-to-capacity ratio implies Level-of-Service C. All the remaining movements will operate at Level-of-Service C, or better, with project generated traffic. The intersection will operate at Level-of-Service C during the afternoon peak hour without and with project generated traffic. All movements will operate at Level-of-Service C, or better, except the westbound to northbound left turn which will operate at Level-of-Service D without and with project generated traffic.

Table 9 Levels-of-Service for 2015 Conditions - Signalized Intersections

Intersection, Approach and Movement	AM Peak Hour						PM Peak Hour					
	Without Project			With Project			Without Project			With Project		
	V/C[1]	Delay [2]	LOS [3]	V/C	Delay	LOS	V/C	Delay	LOS	V/C	Delay	LOS
Dairy Rd at Puunene Av	***1.02***	***39.6***	***D***	***1.04***	***40.5***	***D***	***1.33***	***95.9***	***F***	***1.35***	***98.8***	***F***
Eastbound Left	0.60	42.1	D	0.60	42.1	D	0.72	55.2	E	0.72	55.2	E
Eastbound Thru	0.88	42.6	D	0.91	46.1	D	0.95	60.4	E	0.97	64.0	E
Eastbound Right	0.08	25.9	C	0.08	25.9	C	0.06	31.9	C	0.06	31.9	C
Westbound Left	0.98	65.2	E	0.99	68.0	E	1.67	348.1	F	1.70	361.8	F
Westbound Thru	0.41	17.9	B	0.41	17.9	B	0.76	31.1	C	0.77	31.6	C
Westbound Right	0.07	15.3	B	0.07	15.3	B	0.25	22.5	C	0.25	22.5	C
Northbound Left	0.89	78.1	E	0.89	78.1	E	0.79	68.6	E	0.79	68.6	E
Northbound Thru	0.89	41.0	D	0.89	41.0	D	1.04	82.3	F	1.04	82.3	F
Northbound Right	0.42	27.9	C	0.46	28.7	C	0.42	38.2	D	0.43	38.5	D
Southbound Left	0.92	78.8	E	0.92	78.8	E	1.13	148.2	F	1.13	148.2	F
Southbound Thru	0.73	34.2	C	0.73	34.2	C	0.76	47.8	D	0.76	47.8	D
Southbound Right	0.09	24.6	C	0.09	24.8	C	0.22	37.2	D	0.22	37.2	D
Hookele St at Puunene Av	***0.64***	***11.7***	***B***	***0.66***	***11.9***	***B***	***0.94***	***19.8***	***B***	***0.96***	***20.8***	***C***
Eastbound Thru	0.62	11.2	B	0.65	11.4	B	0.62	17.2	B	0.64	17.4	B
Westbound Thru	0.77	13.8	B	0.78	14.0	B	0.90	27.1	C	0.92	29.9	C
Westbound Right	0.30	9.0	A	0.30	9.0	A	0.39	15.1	B	0.42	15.3	B
Northbound Left	0.09	8.3	A	0.09	8.3	A	0.04	7.2	A	0.04	7.2	A
Northbound Thru & Right	0.25	9.4	A	0.25	9.5	A	0.29	9.0	A	0.29	9.0	A
Southbound Left	0.52	13.7	B	0.53	14.0	B	0.88	23.4	C	0.89	23.9	C
Southbound Right	0.23	9.4	A	0.23	9.4	A	0.57	12.8	B	0.57	12.8	B
Hansen Rd at Puunene Av/Mokulele Avenue	***0.81***	***19.6***	***B***	***0.85***	***20.5***	***C***	***0.95***	***20.3***	***C***	***0.99***	***21.3***	***C***
Eastbound Left	0.67	32.3	C	0.79	40.5	D	0.81	46.3	D	0.86	53.1	D
Eastbound Thru	0.44	6.3	A	0.44	6.3	A	0.63	8.1	A	0.63	8.1	A
Westbound Thru	0.92	27.0	C	0.92	27.7	C	0.93	28.6	C	0.93	29.0	C
Westbound Right	0.16	11.8	B	0.17	12.1	B	0.32	12.8	B	0.33	13.0	B
Southbound Left	0.60	24.4	C	0.61	24.9	C	0.37	23.2	C	0.41	23.8	C
Southbound Right	0.18	19.8	B	0.19	20.2	C	0.52	27.8	C	0.65	32.0	C

NOTES:
(1) V/C denotes volume-to-capacity ratio.
(2) Delay in seconds per vehicle.
(3) LOS denotes Level-of-Service calculated using the operations method described in *Highway Capacity Manual*. Level-of-Service is based on delay.

Table 10 Levels-of-Service for 2015 Conditions - Unsignalized Intersection

	AM Peak Hour				PM Peak Hour			
	Without Project		With Project		Without Project		With Project	
Intersection, Approach and Movement	Delay [1]	LOS [2]	Delay	LOS	Delay	LOS	Delay	LOS
Hansen Road at Pulehu Road								
Northbound Left, Thru & Right	8.5	A	8.5	A	7.9	A	7.9	A
Southbound Left, Thru & Right	8.0	A	8.0	A	8.6	A	8.7	A
Westbound Left	29.5	D	35.0	D	19.1	C	20.5	C
Westbound Thru & Right	21.0	C	21.9	C	15.0	B	15.4	C
Eastbound Left, Thru & Right	28.5	D	27.2	D	24.2	C	25.2	D
Hansen Road at Hana Highway								
Westbound Left	37.7	E	46.9	E	259.6	F	283.7	F
Northbound Left	1294.0	F	NC	F	NC	F	NC	F
Northbound Right	19.1	C	19.4	C	976.9	F	1047.0	F
Hansen Road at MEO Main Driveway								
Northbound Left			9.8	A			9.1	A
Eastbound Left			27.5	D			34.9	D
Eastbound Right			14.1	B			14.4	B
Hansen Road at Old Puunene Avenue								
Southbound Left			8.3	A			9.0	A
Westbound Left			31.5	D			42.9	E
Westbound Right			11.1	B			13.3	B
Eastbound Right			14.4	B			14.1	B

NOTES:
(1) Delay in seconds per vehicle.
(2) LOS denotes Level-of-Service calculated using the operations method described in *Highway Capacity Manual*. Level-of-Service is based on delay.

Hansen Road at Pulehu Road

At the intersection of Hansen Road at Pulehu Road, all movements will operate a Level-of-Service D, or better. This is an improvement from existing conditions because a separate left turn lane was recommended as mitigation as part of the Puunene Baseyard project.

Hana Highway at Hansen Road

During the morning peak hour, the westbound left turn and the northbound left turn will operate at Level-of-Service F without and with project generated traffic. The northbound left turns are negligible as it is estimated that five, or less, vehicles will make this left turn during the morning peak hour. The delay to the westbound left turns from westbound Hana Highway to southbound Hansen Road will increase by 8.2 seconds per vehicle, but the estimated 95th percentile queue will only increase by two vehicles. This implies that the impacts of project generated traffic on the westbound to southbound left turns will be negligible during the morning peak hour.

During the afternoon peak hour, all controlled movements will operate at Level-of-Service F, without and with project generated traffic. The estimated volume of the northbound to westbound left turn is negligible. The delay to the westbound to southbound left turns will increase 24.1 seconds per vehicle but the 95th percentile queue will increase only one vehicle length.

In conclusion, the levels-of-service will be below acceptable levels-of-service, but the changes in delay and queue lengths will be negligible. The approach volumes along Hansen Road to Hana Highway are relatively low volumes. The volumes are not large enough to satisfy the warrants for a traffic signal.

Hansen Road at MEO Main Driveway

This is a new intersection. Therefore, there are no level-of-service calculations for background conditions.

An assessment of the need for a separate left turn lane concluded that a separate left turn lane is not warranted based on the projected traffic volumes. However, because there will be a significant number of buses and other large vehicles turning into the project, it was decided that a left turn lane should be provide for vehicles turning from Hansen Road into the project because buses typically accelerate slowly and this may have a negative impact on traffic safety.

Eastbound left turns from the project will operate at Level-of-Service D during the morning and afternoon peak hours. All remaining movements will operate at Level-of-Service A or B.

Hansen Road at Old Puunene Avenue

Only right turns will be allowed from the project onto Hansen Road. It should also be noted that no traffic was counted turning into or out of the east leg of the intersection. This leg of the intersection goes to and from the sugar mill and there are other access and egress points. It appears that traffic is using these other approaches. In order to calculate a level-of-service for movements into and out of this leg of the intersection, a minimum number of five (5) vehicles per hour was assigned to the controlled movements.

All movements will operate at Level-of-Service D, or better, during the morning peak hour. During the afternoon peak hour, the westbound left turn will operate at Level-of-Service E. All other movements will operate at Level-of-Service A or B.

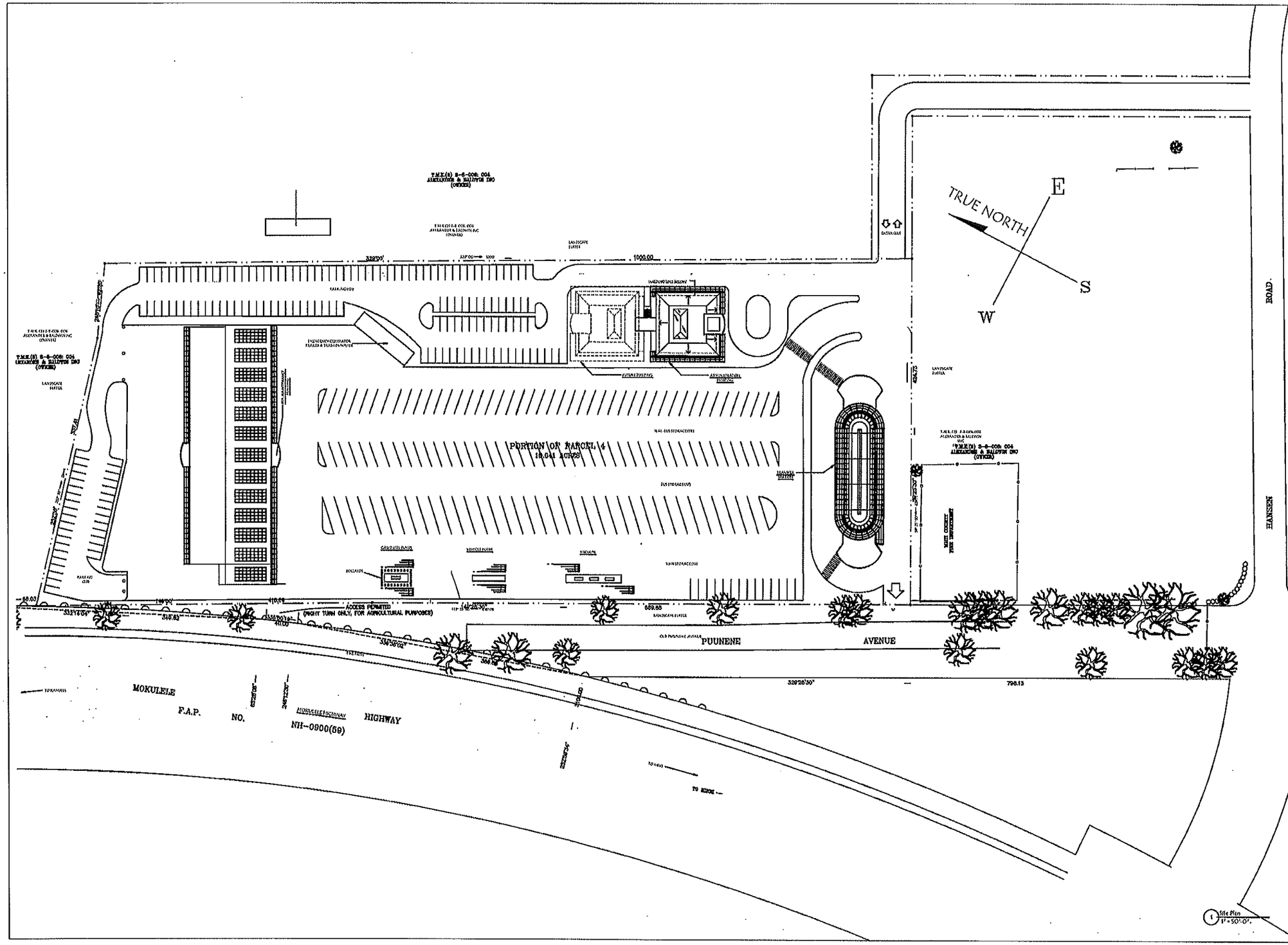
Mitigation

1. A separate left turn lane should be provided for vehicles turning left from northbound Hansen Road into the project at the MEO Main Driveway. Because a significant percentage of vehicles generated by the project will be buses, it is recommended that the left turn storage lane be long enough to accommodate a minimum of two buses, which would make the minimum length 90 feet.

2. At the intersection of Hansen Road at Old Puunene Avenue, the eastbound approach will be modified to allow right turns of buses exiting the project.

Appendix A

PRELIMINARY SITE PLAN



MAUI ARCHITECTURAL GROUP INC.
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STAMP:

DAVID LONDQUIST
LICENSED PROFESSIONAL ARCHITECT
No. 6201
HAWAII U.S.A.

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION.
Chapter 16, Section 16.18.2

MEO TRANSPORTATION CENTER

Maui Economic Opportunity, inc.
Pu'unene, Maui, Hawaii

No.	Revision

Site Plan

Date: 02/07/08
Scale: 1" = 40'-0"
File:
Job: Project Number
Sheet Number:
A00
Sheet: _ Of: _

APPENDIX F

List of Property Owners within 500 feet with Map

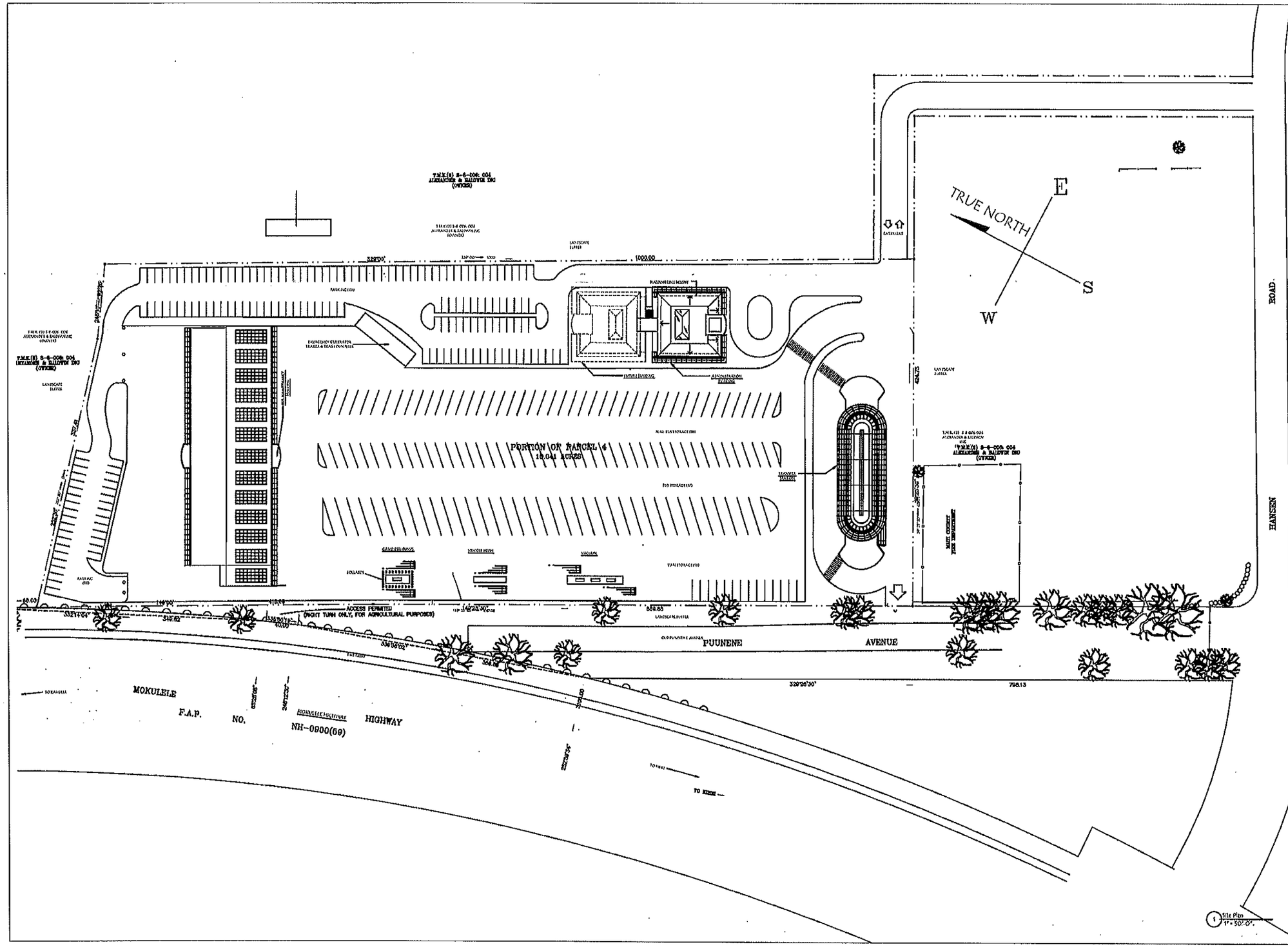
TMK	CPR	Owner	C/O Owner	Street Address	City
238001001	0	ALEXANDER & BALDWIN INC		PO BOX 156	KAHULUI HI 96732 0000
238001002	0	ALEXANDER & BALDWIN INC		PO BOX 156	KAHULUI HI 96732 0000
238006001	0	A & B PROPERTIES, INC		P. O. BOX 156	KAHULUI HI 96732
238006003	0	A & B PROPERTIES, INC		P. O. BOX 156	KAHULUI HI 96732
238006004	0	ALEXANDER & BALDWIN INC		P O BOX 156	KAHULUI HI 96732
238006013	0	ALEXANDER & BALDWIN INC		PO BOX 156	KAHULUI HI 96732 0000
238006020	0	A & B - HAWAII INC		P O BOX 156	KAHULUI HI 96732
238006050	0	ALEXANDER & BALDWIN,INC		PO BOX 156	KAHULUI HI 96732 0000
238006064	0	A & B PROPERTIES, INC		P. O. BOX 156	KAHULUI HI 96732
238006066	0	ALEXANDER & BALDWIN INC		PO BOX 156	KAHULUI HI 96732 0000
238006069	0	A & B - HAWAII INC		PO BOX 156	KAHULUI HI 96733 6656
238006071	0	FIRST ASSEMBLY OF GOD	KING'S CATHEDRAL & CHAPELS	777 MOKULELE HWY	KAHULUI HI 96732 0000
238009001	0	TANAKA,TOMOYO TRUST	TOMOYO TANAKA TRS	142 E PAPA AVE	KAHULUI HI 96732 0000
238009002	0	SHODA,KIYOHARU/TSUYAKO TR	C/O RICHARD SHODA	9001 IMMELMANN CT	FAIR OAKS CA 95628
238009003	0	MONIZ,ROBERT STEVEN	C/O MONIZ, ROBERT M/M	128 E PAPA AVE	KAHULUI HI 96732 2916
238009004	0	DECAMBRA,ANITA BASQUE		431 MAKAWAO AVE	MAKAWAO HI 96768
238065014	0	FERGUS & COMPANY A LLC	C/O MICHAEL FERGUS	4211 WAIALAE AVE	HONOLULU HI 96816
238065015	0	FERGUS & COMPANY A LLC	C/O MICHAEL FERGUS	4211 WAIALAE AVE	HONOLULU HI 96816
238065029	0	FERGUS & COMPANY A LLC	C/O MICHAEL FERGUS	4211 WAIALAE AVE	HONOLULU HI 96816
238065030	0	FERGUS & COMPANY LLC	C/O MICHAEL FERGUS	4211 WAIALAE AVE	HONOLULU HI 96816
238070001	0	BARUT, ELISEO S/LINDA N		156 PUUKANI ST	KAHULUI HI 96732 0000
238070002	0	VILLON, AGNES S TRS		20 LEIONI PL	KAHULUI HI 96732 0000
238070003	0	BALLESTEROS,PEDRO		10 LEIONI PL	KAHULUI HI 96732
238070004	0	MACADANGDANG,ARNOLD		P O BOX 330136	KAHULUI HI 96733
238070005	0	SAGABAEN,ANTHONY JR		PO BOX 2423	WAILUKU HI 96793 0000
238070006	0	PULU,AISEA		122 AOLOA LP	KAHULUI HI 96732 2947
238070007	0	ORTEGA,LILLIAN A TR		116 AOLOA LP	KAHULUI HI 96732 0000
238070008	0	VALDEZ, FEDERICO V ETAL		110 AOLOA LP	KAHULUI HI 96732 0000
238070008	0	VALDEZ, WILMA		63 KANAWAI ST	WAILUKU HI 96793 0000
238070009	0	PASCUAL,DOMINGO P	PASCUAL, DOMINGO P/SHIRLEY G	104 AOLOA LP	KAHULUI HI 96732
238070054	0	RAMORAN,JOHNNY G TRUST		121 PUUKANI ST	KAHULUI HI 96732 0000
238070055	0	YAGIN,MELVIN TRUST		131 PUUMAKANI ST	KAHULUI HI 96732
238070056	0	DOMINGO ADOLFO F/EDITA		141 PUUKANI ST	KAHULUI HI 96732 0000
238070057	0	PAZ,ZACH PAZ SR		145 PUUKANI ST	KAHULUI HI 96732 0000
238070058	0	CASTILLO,REYNALDO SALVIEJO		109 HAMAU PL	LAHAINA HI 96761 0000
238070059	0	TAROMA,WILLIE O		153 PUUKANI ST	KAHULUI HI 96732
238070060	0	YOSHIOKA, KAZUKO		PO BOX 284	PUUNENE HI 96784 0000
238070061	0	VILLANUEVA,AMELITA	C/O VILLANUEVA,AMELITA	25 LEIONI PL	KAHULUI HI 96732
238070062	0	LISTA,INOCENCIO G TRUST	LISTA INOCENCIO G/ESTRELLA	125 AOLOA LP	KAHULUI HI 96732
238070063	0	ALONZO,ERNESTO VILORIA		117 AOLOA LOOP	KAHULUI HI 96732 0000
238070064	0	ARCONADO,HONORATO Q JR	ARCONADO,HONORATO Q JR/ANNIE	109 AOLOA LP	KAHULUI HI 96732 2948
238070080	0	TOYAMA,DOUGLAS I TRUST		212 HANALANI ST	MAKAWAO HI 96768 0000
238070081	0	VIELA,ROBERT E		135 AOLOA LP	KAHULUI HI 96732
238080001	0	MAUI MARKETPLACE INVEST GRP		770 L ST STE 920	SACRAMENTO CA 95814
238080002	0	CYCLE CITY LTD		600 PUULOA RD	HONOLULU HI 96819 2003
238080015	0	HENDRICKS COMMERCIAL PROPE		655 THIRD ST, STE 301	BELOIT WI 53511 0000
238080017	0	4PAR PROPERTIES LLC		400 LEHUAKONA ST	KAHULUI HI 96732
238080018	0	C R DISPATCH SERVICE IN		P O BOX 2073	HONOLULU HI 96805 0000

238080019	0	OTA, CHARLES S TR ETAL		368 LEHUAKONA ST	KAHULUI HI 96732 0000
238080021	0	OTA, CHARLES S TR ETAL		368 LEHUAKONA ST	KAHULUI HI 96732 0000
238080022	0	MAUI MARKETPLACE INVEST GRP		770 L ST STE 920	SACRAMENTO CA 95814 3361
238080023	0	MAUI MARKETPLACE INVEST GRP		770 L ST STE 920	SACRAMENTO CA 95814
238080024	0	AAAAA RENT-A-SPACE-MAUI LTD	C/O EXTRA SPACE PROPERTIES TWO, PTA-EX#1375	PO BOX 19156	ALEXANDRIA VA 22320 0156
238080032	0	IRRIGATION SYSTEMS INC		368 LEHUAKONA ST	KAHULUI HI 96732 0000
238080033	0	IRRIGATION SYSTEMS INC		368 LEHUAKONA ST	KAHULUI HI 96732 0000
238080038	0	ALEXANDER & BALDWIN INC		P O BOX 156	KAHULUI HI 96732 0000
238084001	0	FCH ENTERPRISES INC		1765 S KING ST	HONOLULU HI 96826
238084002	0	WEI WEI HOLDINGS LLC	C/O XIAO, SHAO WEI	28 PAPAHI LP	KAHULUI HI 96732
238084003	0	FAT CAT MAUI LLC		45 HOOKELE ST	KAHULUI HI 96732
238084004	0	BAKER,BOBBY C MD INC		227 MAHALANI ST	WAILUKU HI 96793
238084005	0	HOME DEPOT USA INC	PROPERTY TAX DEPT #1703	P O BOX 105842	ATLANTA GA 30348 5842
238084006	0	77 HO'OKELE - CONDO MASTER	BOERINGA LLC C/O MIMI HU	77 HOOKELE ST #302	KAHULUI HI 96732
238084006	1	BOERINGA LLC	C/O MIMI HU	77 HOOKELE ST #302	KAHULUI HI 96732
238084006	2	BOERINGA LLC	C/O MIMI HU	77 HOOKELE ST #302	KAHULUI HI 96732
238084006	3	BOERINGA LLC	C/O MIMI HU	77 HOOKELE ST #302	KAHULUI HI 96732
238084006	4	BOERINGA LLC	C/O MIMI HU	77 HOOKELE ST #302	KAHULUI HI 96732
238084006	5	BOERINGA LLC	C/O MIMI HU	77 HOOKELE ST #302	KAHULUI HI 96732
238084006	6	BOERINGA LLC	C/O MIMI HU	77 HOOKELE ST #302	KAHULUI HI 96732
238084007	0	89 HO'OKELE - CONDO MASTER	555 LLC C/O MIMI HU	77 HOOKELE ST #302	KAHULUI HI 96732
238084007	1	MEGLA,WILLIAM & MARJORY TRU	CHARLES & PHILIP MEGLA, TTEES	PO BOX 668	PUUNENE HI 96784 0668
238084007	2	REVOLUTION VENTURES LLC	THE HEARING AID CENTER	89 HOOKELE ST #102	KAHULUI HI 96732 3513
238084007	3	555 LLC	C/O MIMI HU	77 HOOKELE ST #302	KAHULUI HI 96732
238084007	4	555 LLC	C/O MIMI HU	77 HOOKELE ST #302	KAHULUI HI 96732
238084007	5	77 LLC	C/O 77 LLC- K BOERINGA	77 HOOKELE ST #302	KAHULUI HI 96732
238084007	6	77 LLC	C/O 77 LLC- K BOERINGA	77 HOOKELE ST #302	KAHULUI HI 96732
238084007	7	TALBOY FAMILY PARTNERSHIP LL	C/O TALBOY FAMILY PARTNERSHIP LLC	1414 WARM SPRINGS AVE	BOISE ID 83712
238084007	8	TALBOY FAMILY PARTNERSHIP LL	C/O TALBOY FAMILY PARTNERSHIP LLC	1414 WARM SPRINGS AVE	BOISE ID 83712
238084008	0	LIUZZI,ROCKY/DOREEN FAMILY TI		1220 - 8TH ST	MANHATTAN BEACH CA 90266
238084011	0	CYCLE CITY LTD		600 PUULOA RD	HONOLULU HI 96819 2003
238084012	0	WAL-MART REAL ESTATE BUSINE	C/O WAL-MART STORES INC, PROPERTY TAX DEPT 0555	PO BOX 8050	BENTONVILLE AR 72712 8050

36
380
Canal
Stream
Aqueduct
Canal
Stream
Canal
Aqueduct
Canal
Canal
Canal

APPENDIX G

Preliminary Architectural Plans



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DAVID LONDQUIST
LICENSED PROFESSIONAL ARCHITECT
No. 6903
HAWAII U.S.A.

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION.
Chapter 115, Section 16-115-2

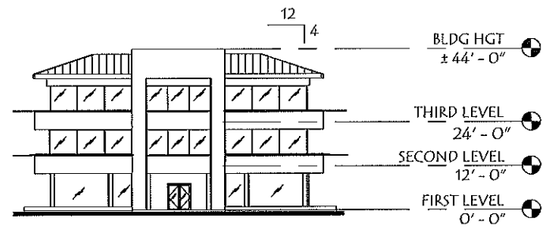
MEO TRANSPORTATION CENTER

Maui Economic Opportunity, Inc.
Pu'unene, Maui, Hawaii

No.	Revision

Site Plan

Date: 02/07/08
Scale: 1" = 40'-0"
File:
Job: Project Number
Sheet Number: A00
Sheet: _ Of: _



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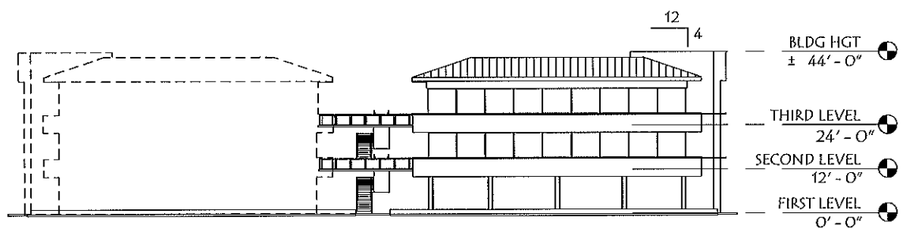
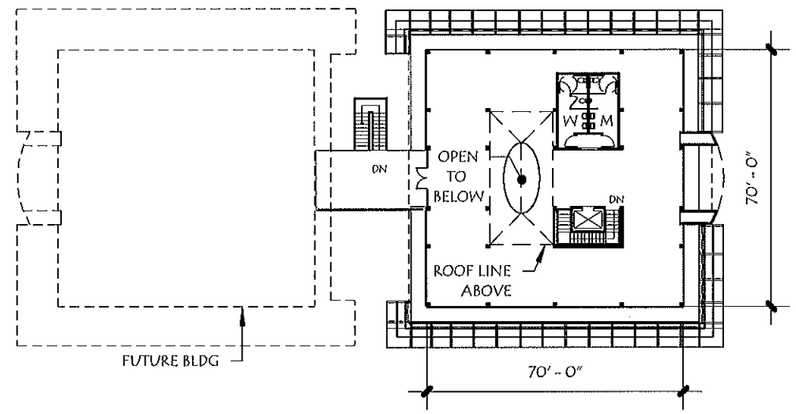


SIDE

4 EXTERIOR ELEVATIONS

0' 10' 20' 40'

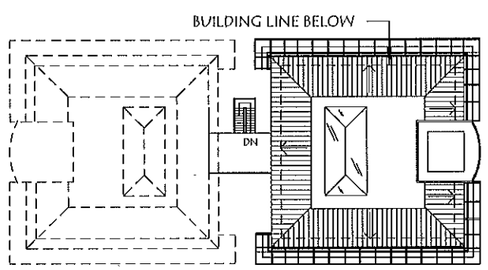


2 3RD FLOOR PLAN (2ND FLOOR SIM.)

0' 10' 20' 40'

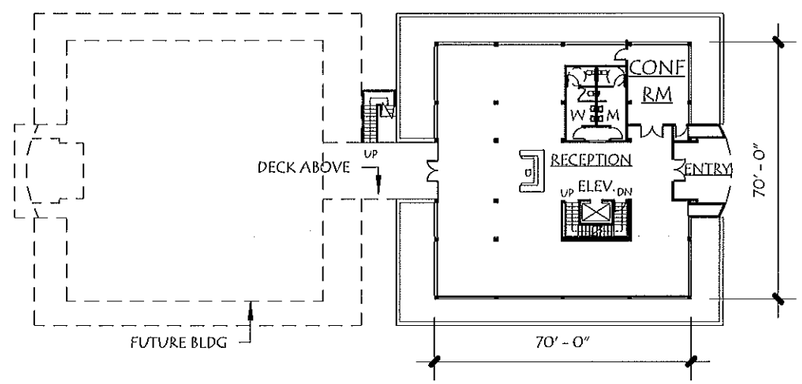
APPROXIMATE SQ. FOOTAGE FOR ADMINISTRATION BLDG. (FUTURE BUILDING SIMILAR)	
BASEMENT	
Administration Area	4,190 SF
Mens & Womens	348 SF
Mechanical Rooms	144 SF
Elevator	68 SF
Stairs	150 SF
SUBTOTAL	4,900 SF
GROUND FLOOR	
Administration Area	4,059 SF
Mens & Womens	348 SF
Conference Room	418 SF
Stairs	75 SF
SUBTOTAL	4,900 SF
SECOND FLOOR	
Administration Area	4,477 SF
Mens & Womens	348 SF
Stairs	75 SF
SUBTOTAL	4,900 SF
THIRD FLOOR	
Administration Area	4,325 SF
Mens & Womens	348 SF
Hole in Floor	152 SF
Stairs	75 SF
SUBTOTAL	4,900 SF
TOTAL ADMINISTRATION BUILDING	19,600 SF
TOTAL FUTURE BLDG. (w/o Basement)	14,700 SF

Note: All calculations measured from exterior edge of floor.



3 ROOF PLAN

0' 10' 20' 40' 60'



1 1ST FLOOR PLAN (BASEMENT SIM.)

0' 10' 20' 40'

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email:mag@mauiarch.com

MEO TRANSPORTATION CENTER

Maui Economic Opportunity, inc.
Pu'unene, Maui, Hawaii

ADMINISTRATION BUILDING

02/07/08

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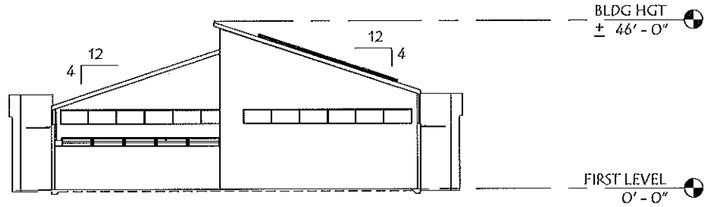

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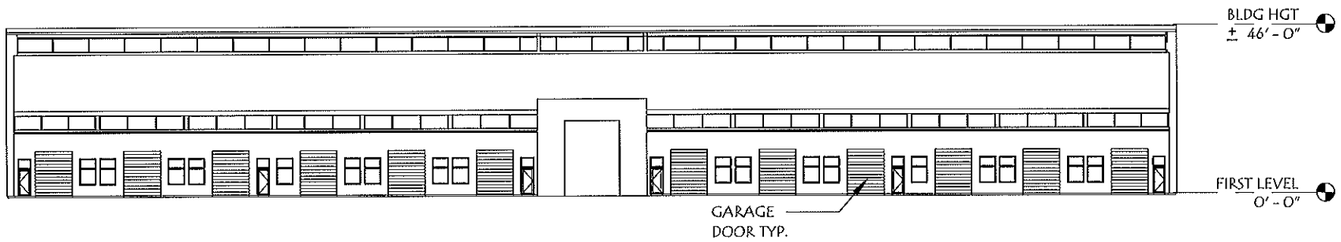
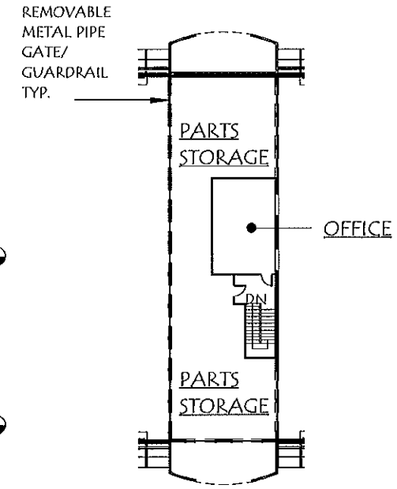


FRONT

4 EXTERIOR ELEVATIONS

0' 10' 20' 40'



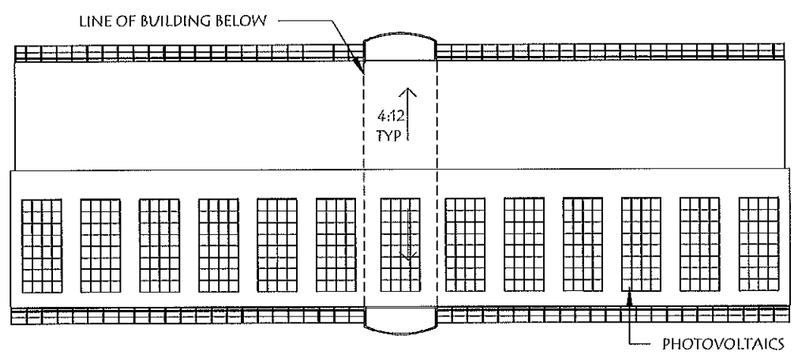
APPROXIMATE SQ. FOOTAGE FOR BUS MAINTENANCE BLDG.

GROUND FLOOR		
Bus Repair Bays	29,300	SF
Mens & Womens	785	SF
Stairs	180	SF
Break Room	490	SF
Shop & Parts	1,065	SF
SUBTOTAL	31,820	SF
SECOND FLOOR		
Office	470	SF
Parts & Storage	2,305	SF
Stairs	90	SF
SUBTOTAL	2,865	SF
TOTAL BUS MAINTENANCE BUILDING	34,685	SF

Note:All calculations measured from exterior edge of floor.

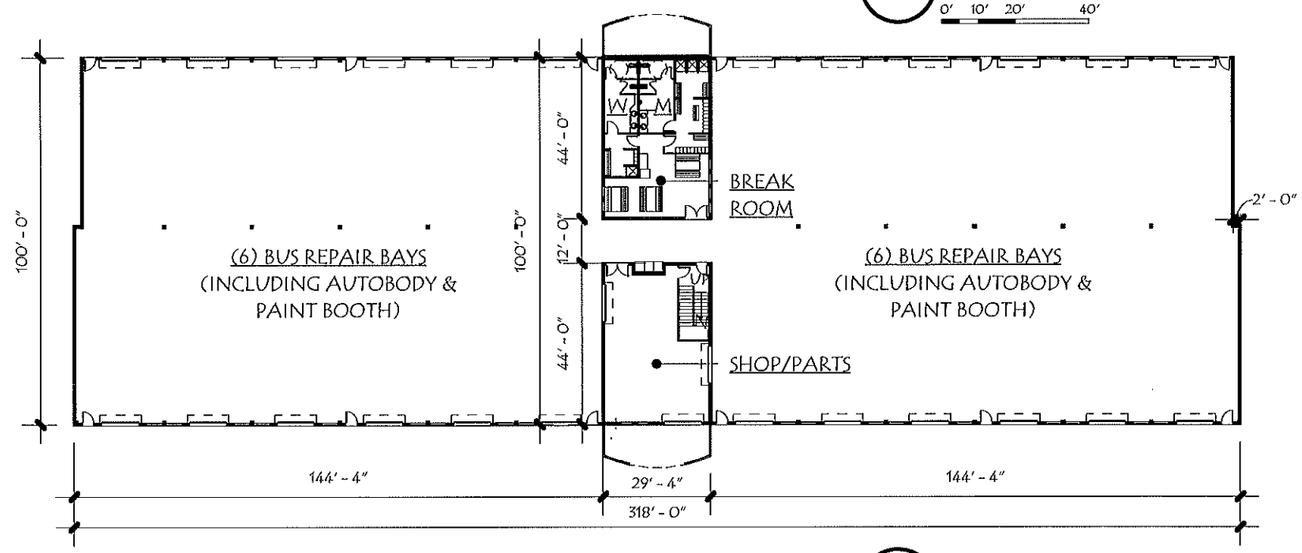
2 PARTIAL 2ND FLOOR PLAN

0' 10' 20' 40'



3 ROOF PLAN

0' 10' 20' 40' 60'



1 1ST FLOOR PLAN

0' 10' 20' 40'

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email:mag@mauiarch.com

MEO TRANSPORTATION CENTER

Maui Economic Opportunity, inc.
Pu'unene, Maui, Hawaii

BUS MAINTENANCE BUILDING

02/07/08

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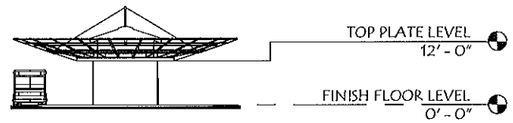

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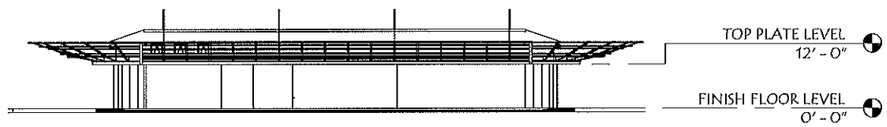


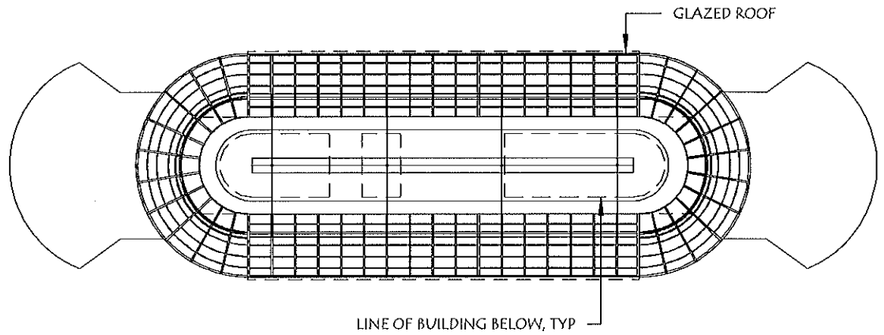
FRONT

3 EXTERIOR ELEVATIONS

0' 10' 20' 40'

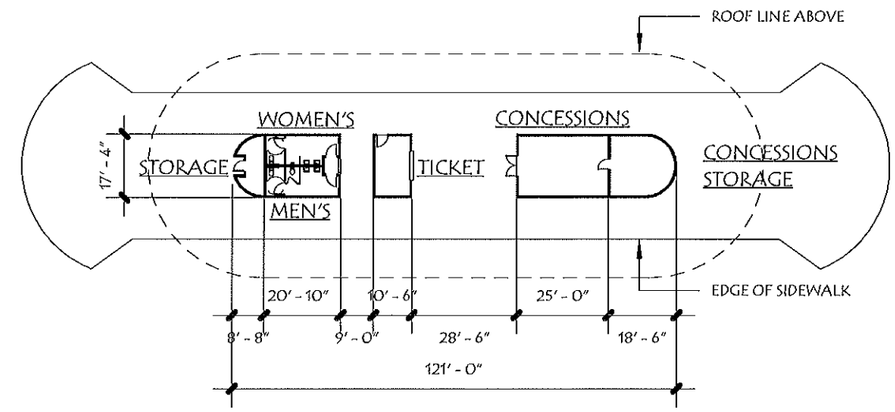
APPROXIMATE SQ. FOOTAGE FOR TRANSFER STATION	
GROUND FLOOR	
Mens, Womens, & Storage	483 SF
Tickets	184 SF
Concessions / Storage	727 SF
SUBTOTAL	1,394 SF
TOTAL BUS MAINTENANCE BUILDING	1,394 SF

Note: All calculations measured from exterior edge of floor.



2 ROOF PLAN

0' 10' 20' 40'



1 FIRST FLOOR PLAN

0' 10' 20' 40'

MAUI ARCHITECTURAL GROUP INC.
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2331 W. MAIN STREET
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email:mag@mauiarch.com

MEO TRANSPORTATION CENTER

Maui Economic Opportunity, inc.
Pu'unene, Maui, Hawaii

TRANSFER STATION

02/07/08

A5

Sheet of

APPENDIX H

Zoning and Flood Confirmation Sheet

COUNTY OF MAUI
DEPARTMENT OF PLANNING
250 South High Street,
Wailuku, Hawaii 96793
Telephone: (808) 270-7735
Facsimile: (808) 270 7634
E-mail: planning@co.maui.hi.us

Date: 1-17-08

ZONING AND FLOOD CONFIRMATION REQUEST FORM

APPLICANT: Maui Economic Opportunity Inc. (Brett Davis) PHONE NO.: 242-1955

ADDRESS: P.O. Box 2122 Kahului, Maui, Hawaii 96732

PROJECT NAME: MEO Transportation Center

ADDRESS AND/OR LOCATION:

TMK NUMBER(S): (2) 3-8-6:04 por.

ZONING INFORMATION

STATE LAND USE Urban and Agricultural District COMMUNITY PLAN Heavy Industrial and Agriculture

COUNTY ZONING Agriculture _____ SPECIAL DISTRICT N/A

OTHER _____

FLOOD INFORMATION

FLOOD HAZARD AREA ZONE C

BASE FLOOD ELEVATION _____ mean sea level, 1929 National Geodetic Vertical Datum or for Flood Zone A0, FLOOD DEPTH _____ feet.

FLOODWAY [ ] Yes or [ ] No

FLOOD DEVELOPMENT PERMIT IS REQUIRED [ ] Yes or [ ] No
* For flood hazard area zones B or C; a flood development permit would be required if any work is done in any drainage facility or stream area that would reduce the capacity of the drainage facility, river, or stream, or adversely affect downstream property.

****

FOR COUNTY USE ONLY

REMARKS/COMMENTS: _____

- ☐ Additional information required.
- ☐ Information submitted is correct.
- ☐ Correction has been made and initialed.

Reviewed and Confirmed by:

_____ _____
(Signature) (Date)
Zoning Administration and Enforcement Division

APPENDIX I

Early Consultation Letters and Responses

CHARMAINE TAVARES
MAYOR

DON A. MEDEIROS
Director
WAYNE A. BOTEILHO
Deputy Director
Telephone (808) 270-7511
Facsimile (808) 270-7505

DEPARTMENT OF TRANSPORTATION

COUNTY OF MAUI
200 South High Street
Wailuku, Hawaii, USA 96793-2155

RECEIVED
NOV 20 2007
CHRIS HART & PARTNERS
Landscape Architecture & Planning

CC: Bret
051184

November 19, 2007

Mr. Christopher L. Hart, ASLA
President
Landscape Architect-Planner
Chris Hart & Partners, Inc.
1955 Main Street, Suite 200
Wailuku, Hawaii 96793

SUBJECT: Early Consultation Letter for the Proposed Maui Economic Opportunity, Inc. Transportation Center at TMK: (2) 3-8-06:04 (approximately 10 acres total) in Puunene, Maui, Hawaii.

Dear Mr. Hart:

Thank you for the opportunity to comment. We have reviewed the letter and attached map regarding the above mentioned project and have no comments to make at this time.

Please do not hesitate to contact me at 270-7511 if I can be of any assistance or clarification.

Sincerely,

DON MEDEIROS
Director of Transportation

CHRIS HART
& PARTNERS INC.

January 16, 2008

Mr. Don Medeiros, Director
County of Maui
Department of Transportation
200 South High Street
Wailuku, HI 96793

Dear: ~~Mr. Medeiros~~,

RE: Early Consultation request for the proposed Maui Economic Opportunity Inc. (MEO) Transportation Center, Pu'unene, Maui, Hawaii at TMK: (2) 3-8-06:04 portion.

On behalf of the applicant, MEO, we acknowledge receipt of your letter dated November 19, 2007 indicating no comments at this time.

Thank you for your consideration of this application. Should you have any questions, please contact Brett Davis of our staff at 242-1955.

Sincerely yours,

Christopher L. Hart, ASLA
Landscape Architect - Planner

Cc. Mr. Sandy Baz
Mr. Harry Johnson
Project File

LANDSCAPE ARCHITECTURE
CITY AND REGIONAL PLANNING
115 N. MARKET STREET · WAILUKU, MAUI, HAWAII 96793-1706 · PHONE 808-242-1955 · FAX: 808-242-1956

POLICE DEPARTMENT
COUNTY OF MAUI

CHARMAINE TAVARES
MAYOR

OUR REFERENCE

YOUR REFERENCE

55 MAHALANI STREET
WAILUKU, HAWAII 96793
(808) 244-6400
FAX (808) 244-6411

THOMAS M. PHILLIPS
CHIEF OF POLICE

GARY A. YABUTA
DEPUTY CHIEF OF POLICE

November 26, 2007

RECEIVED
NOV 28 2007
CHRIS HART & PARTNERS
Landscape Architecture & Planning
D5/184
cc. [illegible]

Mr. Christopher L. Hart, ASLA
President
Chris Hart & Partners, Inc.
115 N. Market Street
Wailuku, HI 96793-1706

Dear Mr. Hart:

SUBJECT: Early Consultation Letter for the Proposed Maui Economic Opportunity, Inc. Transportation Center at TMK (2) 3-8-06:04 (approximately 10 acres)

Thank you for your letter of October 22, 2007, requesting comments on the above subject.

We have reviewed the information submitted for this project. Please refer to a copy of the to-from submitted by Sergeant Stephen Orikasa of our Wailuku Patrol District.

Thank you for giving us the opportunity to comment on this project.

Very truly yours,

AC Wayne T. Ribao

Assistant Chief Wayne T. Ribao
for: Thomas M. Phillips
Chief of Police

c: Jeffrey Hunt, Maui County Planning Department

COPY

TO : THOMAS PHILLIPS, CHIEF OF POLICE, COUNTY OF MAUI

VIA : CHANNELS

FROM : STEPHEN ORIKASA, ADMINISTRATIVE SERGEANT, WAILUKU PATROL DIVISION

SUBJECT : RESPONSE TO REQUEST FOR EARLY CONSULTATION COMMENTS FOR THE PROPOSED MAUI ECONOMIC OPPORTUNITY INC. TRANSPORTATION CENTER

CONCUR WITH SGT. ORIKASA. AC [signature] 11/19/07

This communication is submitted as a response to request by Christopher Hart of Chris Hart & Partners, Inc. for early consultation comments for the proposed Maui Economic Opportunity, Inc. Transportation Center at TMK: (2) 3-8-06:04in Puunene.

REVIEW AND RESPONSE:

A review of the development's description and maps appears much consideration was given to the ergonomics of the proposed development. Although there area a few areas of concern from the police perspective.

1. Is there adequate space (length and width) of the entry/exit point to this property. The concern is if it is able to handle a back of traffic within this driveway should the buses not be able to exit onto Hansen Road. If there is a back up within the property, is there a safety impact to pedestrians in the Transfer Station area.

2. Is there is going to be a modification to the travel lanes on Hansen Road to include a dedicated left turn pocket for vehicles entering the Transportation Center from Hansen Road. The turn pocket may alleviate a back up of vehicles towards the Mokulele Highway & Hansen Road Intersection.

3. Does the location of the entry/exit point take into consideration the bicycle/ pedestrian path on the east side of Mokulele Highway.

CONCLUSION:

The improvements in recent years to the Mokulele Highway and Hansen Road area make it feasible to have the transportation center at this location. Although user and public convenience and safety concerns need to be addressed for the area surrounding the proposed transportation center.

Respectfully submitted for your perusal.

Stephen T. Orikasa E#716
Administrative Sergeant/Wailuku Patrol Division
11/19/07 @ 0850 Hours

Concur with Sgt. ORIKASA. Forward for review.

A/Capt Wayne K. Ibarra 9229
11/19/07

CHRIS HART
& PARTNERS INC.

January 25, 2008

Chief Thomas M. Phillips
Maui Police Department
55 Mahalani Street
Wailuku, HI 96793

Dear: Chief Phillips,

RE: Early Consultation request for the proposed Maui Economic Opportunity Inc. (MEO) Transportation Center, Pu'unene, Maui, Hawaii at TMK: (2) 3-8-06:04 portion.

On behalf of the applicant, MEO, we acknowledge the receipt of your letter dated November 26, 2007 that indicates the improvements in recent years to the Mokulele Highway and Hansen Road area make it feasible to have the transportation center at the proposed location.

The proposed project will require a HRS Chapter 343 Environmental Assessment that will include a Traffic Impact Analysis Report (TIAR) to address the existing and potential traffic conditions as a result of the proposed project.

Responses to the Police Department's comments are as follows;

1. The proposed Transfer Station is separated from the main transportation facility parking lot driveway and pedestrian activity at the proposed transfer station will not affected in the event busses could not exit onto Hansen Road.

2. A Traffic Impact Assessment Report (TIAR) has been prepared to identify existing and proposed impacts related to traffic. The TIAR is included in the HRS Chapter 343 Environmental Assessment and supports creating a left turn pocket for vehicles entering the MEO Transportation Center.

3. The entry/exit for the project is at Hansen Road that connects to Mokulele Highway at a signalized intersection. The existing pedestrian and bike paths on the east side of Mokulele Highway will not be affected by the proposed project.

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Thank you for your consideration of this application. Should you have any questions, please contact Brett Davis of our staff at 242-1955.

Sincerely yours,

Christopher L. Hart, ASLA
Landscape Architect - Planner

Cc. Mr. Sandy Baz
Mr. Harry Johnson
Project File

CHARMAINE TAVARES
MAYOR

CARL M. KAUPALOLO
CHIEF

NEAL A. BAL
DEPUTY CHIEF

COUNTY OF MAUI
DEPARTMENT OF FIRE AND PUBLIC SAFETY
FIRE PREVENTION BUREAU

780 ALUA STREET
WAILUKU, HAWAII 96793
(808) 244-9161
FAX (808) 244-1363

RECEIVED
OCT 29 2007
CHRIS HART & PARTNERS
Landscape Architecture & Planning
cc: Brett 05/189

October 25, 2007

Mr. Chris Hart
Chris Hart & Partners
115 N. Market Street
Wailuku, Hawaii 96793

Subject: Early Consultation Request for MEO Relocation to Puunene

Dear Mr. Hart,

Thank you for the opportunity to review the subject project during this early consultation phase. At this time, we are requesting that detailed plans for fire protection be submitted during the building permit process. A detailed review will be conducted at that time, which will also include emergency vehicle access.

Sincerely,

FF III Jerry Painter

CHRIS HART
& PARTNERS INC.

January 16, 2008

Chief Carl M. Kaupalolo
Department of Fire and Public Safety
780 Alua Street
Wailuku, HI 96793

Attn: Jerry Painter

Dear: Chief Kaupalolo,

RE: Early Consultation request for the proposed Maui Economic Opportunity Inc. (MEO) Transportation Center, Pu'unene, Maui, Hawaii at TMK: (2) 3-8-06:04 portion.

On behalf of the applicant, MEO, thank you for your letter dated October 25, 2007. At the time of the building permit process, the applicant will provide detailed plans for fire protection.

Thank you for your comments on the proposed project. Should you have any questions, please contact Brett Davis of our staff at 242-1955.

Sincerely yours,

Christopher L. Hart, ASLA
Landscape Architect - Planner

Cc. Mr. Sandy Baz
Mr. Harry Johnson
Project File

LANDSCAPE ARCHITECTURE
CITY AND REGIONAL PLANNING
115 N. MARKET STREET · WAILUKU, MAUI, HAWAII 96793-1706 · PHONE 808-242-1955 · FAX: 808-242-1956

CHARMAINE TAVARES
Mayor

TAMARA HORCAJO
Director

ZACHARY Z. HELM
Deputy Director

(808) 270-7230
Fax (808) 270-7934

DEPARTMENT OF PARKS & RECREATION

700 Hali'a Nakoa Street, Unit 2 , Wailuku, Hawaii 96793

RECEIVED
OCT 31 2007
CHRIS HART & PARTNERS
Landscape Architecture & Planning
cc: Brett 05/184

October 26, 2007

Chris Hart & Partners
Attention: Mr. Brett Davis
115 N. Market Street
Wailuku, HI 96793

Dear Mr. Brett Davis

Subject: Proposed Maui Economic Opportunity Inc Transportation Center at TMK (2) 3-8-006:004 Puunene, Maui, Hawaii

We have reviewed the proposed Maui Economic Opportunity Inc Transportation Center, and we have no comments or objections to the subject project.

Thank you for the opportunity to comment. Please contact me or Patrick Matsui, Chief of Planning and Development, at 270-7387 if there are any questions.

Sincerely,

TAMARA HORCAJO
Director, Parks & Recreation

xc: Patrick Matsui, Chief of Planning & Development

TH:PM:tk

CHRIS HART
& PARTNERS INC.

January 16, 2008

Mrs. Tamara Horcajo, Director
Department of Parks and Recreation
700 Hali'a Nakoa Street, Unit 2
Wailuku, HI 96793

Dear: Mrs. Tamara Horcajo,

RE: Early Consultation request for the proposed Maui Economic Opportunity Inc. (MEO) Transportation Center, Pu'unene, Maui, Hawaii at TMK: (2) 3-8-06:04 portion.

On behalf of the applicant, MEO, we acknowledge the receipt of your letter dated October 26, 2007 indicating no comment.

Thank you for your comments on the proposed project. Should you have any questions, please contact Brett Davis of our staff at 242-1955.

Sincerely yours,

Christopher L. Hart, ASLA
Landscape Architect - Planner

Cc. Mr. Sandy Baz
Mr. Harry Johnson
Project File

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CHARMAINE TAVARES
Mayor

JEFFREY S. HUNT
Director

COLLEEN M. SUYAMA
Deputy Director

COUNTY OF MAUI
DEPARTMENT OF PLANNING

December 15, 2007

Mr. Christopher L. Hart, AICP
Chris Hart and Partners, Inc.
115 North Market Street
Wailuku, Hawaii 96793

Dear Mr. Hart:

SUBJECT: Pre-consultation Comments regarding the Proposed Maui Economic Opportunity, Inc. Transportation Center located at TMK: (2) 3-8-006: 004, Puunene, Maui, Hawaii (EAC 2007/0037)

The Maui Department of Planning (Department) has reviewed your letter dated October 22, 2007, requesting pre-consultation and provides the following comments in preparation of the Draft Environmental Assessment (EA). These are generally organized in the order of the list of the "topics to be addressed in the EA" as found on the second page of your letter:

1. The Maui Planning Commission will be the accepting authority;

2. Land Use: Please address conversion from agricultural use and land use designations as well as relationships of the proposed use to existing and proposed adjoining uses;

3. Topography and Soils: Please identify historical use of chemicals and fertilizers and historical use of pesticides on the site. There is a potential that residual levels of the pesticides or the chemical breakdown might exceed regulated levels. This is more likely to occur in the vicinity of mixing or bulk storage stations or in sedimentation basins, and is less likely to occur if the property was used solely for cultivation;

4. Air Quality: Please address air quality in relation to the nearby sugar mill and its exhaust gasses;

250 SOUTH HIGH STREET, WAILUKU, MAUI, HAWAII 96793
MAIN LINE (808) 270-7735; FACSIMILE (808) 270-7634
CURRENT DIVISION (808) 270-8205; LONG RANGE DIVISION (808) 270-7214; ZONING DIVISION (808) 270-7253

5. Transportation: Please fully explore and address bus operational access to Puunene/Mokulele Highway; and

6. Drainage and Grading: The site and surroundings appear relatively flat. Significant areas of impervious surfaces are expected to be added. This may call for special attention to possible drainage issues.

Thank you for your cooperation. If you require further clarification, please contact Mr. Jeffrey Dack, AICP, Staff Planner, at jeffrey.dack@mauicounty.gov or at 270-6275.

Sincerely,

Clayton I. Yoshida, AICP
Planning Program Administrator

CIY:JPD:bg
c: Jeffrey P. Dack, Staff Planner
EAC File
General File
K:\WP_DOCS\PLANNING\EAC\2007\0037_MEO_TRANSPORTCENTER\PRECONSULTATION.DOC

CHRIS HART
& PARTNERS INC.

February 6, 2008

Mr. Jeffrey S. Hunt, A.I.C.P., Director
County of Maui Planning Department
250 South High Street #200
Wailuku, HI 96793

Attention: JEFFREY DACK

Dear: Mr. Hunt,

RE: Early Consultation request for the proposed Maui Economic Opportunity Inc. (MEO) Transportation Center, Pu'unene, Maui, Hawaii at TMK: (2) 3-8-06:04 portion.

On behalf of the applicant, MEO, we acknowledge receipt of your letter dated December 15, 2007 and respond to the Department of Planning comments, as follows:

Land Use
The proposed project is compatible with surrounding land uses and established light industrial and heavy industrial land use patterns in the vicinity of the project site, consistent with the Wailuku-Kahului Community Plan. To the north, the Maui County Council is currently reviewing the change in zoning application by A&B Properties, Inc. for the establishment of M-1 Light Industrial District zoning for the planned Maui Business Park, Phase 2. The proposed MEO Transportation Center is compatible with industrial uses of the surrounding area, located within the major population center of Wailuku-Kahului, and is situated at the hub of major roadways and highways with convenient access to outlying areas of the island. The proposed site is located approximately 2 miles east of the existing 5.4 acre base yard on Kane Street in Kahului.

A substantial portion of the site is classified in the State Urban District. From the early 1900's to the 1970's, this area was in residential use, including housing for teachers at the old Puunene School. In the 1970's, the teacher's cottages were demolished and the area was planted in sugar cane. Within the past five years, sugar cane cultivation in the area was discontinued with the development of the Maui Business Park. With the urbanization of former sugar lands, HC&S has shifted cultivation to other lands, in order to maintain its production acreage. According to the Land Study Bureau, the small portion of the site

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classified in the State Agricultural District has an overall productivity rating of "A", indicating high productive capacity of prime agricultural land. Also according to the Agricultural Lands of Importance to the State of Hawaii (ALISH) maps, the portion of the site classified in the State Agricultural District is designated as "Prime" agricultural land. The removal of the portion of the site currently in the State Agricultural District will not substantially impact sugar cane production or agricultural production, in general, on the island of Maui.

Topography and Soils
Historically, the subject property was used for residential housing and later sugar cultivation and therefore the potential of high residual levels of pesticides or chemicals is unlikely. The site was not previously used for the storage or stockpiling of chemicals, petroleum products, or other potentially toxic materials.

Air Quality
The project site is located upwind of the HC&S mill, which is located approximately a quarter mile away. The air quality in the area of the project site is relatively good, given the normal trade wind conditions, and the proposed project should not be substantially affected by any emissions from the HC&S mill. Other long-standing facilities are in closer proximity to the mill (e.g. Puunene Post Office; A&B Sugar Museum; and HC&S administrative offices), and there is no indication of issues or problems relative to the mill operations and its emissions.

Transportation
The proposed MEO Transportation Center will access Mokulele highway from Hansen Road. The applicant has retained a Traffic Engineer to prepare a Traffic Impact Assessment Report that will address bus operational access to Puunene Avenue/Mokulele Highway, other potential traffic issues and recommended mitigation measures.

Drainage and Grading
The proposed Transportation Center will create a large area of impervious surface. The applicant, MEO has retained an engineer to prepare a drainage study addressing the impacts and recommended mitigation measures.

Thank you for your consideration of this application. Should you have any questions, please contact Brett Davis of our staff at 242-1955.

Sincerely yours,

Christopher L. Hart, ASLA
Landscape Architect - Planner

Cc. Mr. Sandy Baz
Mr. Harry Johnson
Project File

LINDA LINGLE
GOVERNOR

BARRY FUKUNAGA
DIRECTOR

Deputy Directors
MICHAEL D. FORMBY
FRANCIS PAUL KEENO
BRENNON T. MORIOKA
BRIAN H. SEKIGUCHI

RECEIVED
NOV 27 2007
Chris Hart & Partners, Inc.
Landscape Architecture & Planning
051184
cc: Brett

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

IN REPLY REFER TO:

STP 8.2681

November 20, 2007

Mr. Christopher L. Hart, ASLA
President
Chris Hart & Partners, Inc.
115 North Market Street
Wailuku, Hawaii 96793

Dear Mr. Hart:

Subject: Early Consultation
Maui Economic Opportunity, Inc.
Proposed Transportation Center, Puunene, Maui
TMK: (2) 3-8-06: 04

Thank you for your early consultation letter. We have the following comments on the proposed subject transportation center.

1. Impacts to and any access or traffic connections to our State highways will need to be addressed. This includes traffic mitigation measures, roadway and intersection improvements, right-of-way uses and drainage affecting the highways. A traffic impact analysis report (TIAR) will need to be submitted to us for review and approval by our Highways Division. Access onto a highway may require an environmental assessment review.

2. The proposed location of the transportation center will be subject to aircraft overflights and potential aircraft incidences to and from Kahului Airport. The location will also be within the 60-65 DNL airport noise contour. Occupancy of offices and similar building spaces that will be sensitive to the noise will need to be designed and constructed with proper noise attenuation. Both of these aircraft impacts will have to be addressed.

We appreciate the courtesy of your advance notification on the transportation center and for the opportunity to provide our comments. We are an interested party and look forward to receiving copies of your land use applications and/or environmental assessments.

STP 8.2681

Please provide at least five (5) copies of your applications or reports so that we may distribute the material for review and comment by our Highways and Airports staff.

Very truly yours,

BARRY FUKUNAGA
Director of Transportation

CHRIS HART & PARTNERS INC.

January 21, 2008

Mr. Barry Fukunaga, Director
Department of Transportation
869 Punchbowl Street
Honolulu, HI 96813

Dear: Mr. Fukunaga,

RE: Early Consultation request for the proposed Maui Economic Opportunity Inc. (MEO) Transportation Center, Pu'unene, Maui, Hawaii at TMK: (2) 3-8-06:04 portion.

On behalf of the applicant, MEO, we acknowledge receipt of your letter dated November 20, 2007, and responses to the Department of Transportation comments as follows:

1. The applicant (MEO) has retained a Traffic Engineer to prepare a TIAR that will be part of a HRS Chapter 343 Environmental Assessment currently underway.
2. The applicant has retained an Architect and the building will be designed with proper noise attenuation to reduce noise impacts created by aircraft overflights.

At the time of government agency distribution, Chris Hart and Partners, Inc. will provide five (5) copies to your department, as requested in your November 20, 2007 letter.

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115 N. MARKET STREET · WAILUKU, MAUI, HAWAII 96793-1706 · PHONE 808-242-1955 · FAX: 808-242-1956

Thank you for your consideration of this application. Should you have any questions, please contact Brett Davis of our staff at 242-1955.

Sincerely yours,

Christopher L. Hart, ASLA
Landscape Architect - Planner

Cc. Mr. Sandy Baz
Mr. Harry Johnson
Project File

PHONE (808) 594-1888

FAX (808) 594-1865

STATE OF HAWAI'I
OFFICE OF HAWAIIAN AFFAIRS
711 KAPI'OLANI BOULEVARD, SUITE 500
HONOLULU, HAWAI'I 96813

HRD07/3309

November 20, 2007

Chris Hart, President
Chris Hart & Partners
115 N. Market Street
Wailuku, Maui, HI 96793-1706

RE: Early Consultation for Proposed Maui Economic Opportunity Inc. Transportation Center, Pu'unēnē, Maui, TMK: 3-8-06:04.

Dear Mr. Hart,

The Office of Hawaiian Affairs (OHA) is in receipt of your request for written comments regarding early consultation for a transportation center in Pu'unēnē on Maui.

OHA understands that the applicant proposes that the project is necessary due to the location's greater size and better highway access. OHA also notes that this proposed project will require a number of land use entitlements including a State Land Use District Boundary Amendment from Agriculture to Urban, as well as a County Change in Zoning from R-1 Residential District to the M-1 Light Industrial District.

OHA is concerned about the potential effects of these changes and how much of the 387-acre parcel the applicant is proposing to change the land entitlements for, especially as the project site is 10 acres.

As this is an early consultation, OHA does not have any further substantial comments at this time, but does look forward to further consultation as information is provided. If you have any further questions or concerns please contact Grant Arnold at (808) 594-0263 or granta@oha.org.

Sincerely,

Clyde W. Nāmu'o
Administrator

RECEIVED
NOV 29 2007
CHRIS HART & PARTNERS
Landscape Architecture & Planning

cc: Brett
05/184

CHRIS HART
& PARTNERS INC.

January 16, 2008

Mr. Clyde W. Nāmu'o, Administrator
Office of Hawaiian Affairs
711 Kapiolani Blvd, Suite 500
Honolulu, HI 96813

Dear: Mr. Nāmu'o,

RE: Early Consultation request for the proposed Maui Economic Opportunity Inc. (MEO) Transportation Center, Pu'unene, Maui, Hawaii at TMK: (2) 3-8-06:04 portion.

On behalf of the applicant, MEO, thank you for your letter dated November 20, 2007.

The proposed project site is approximately at 10-acre portion of a larger 387-acre parcel. The proposed land entitlements changes for this project are for the 10-acre portion only. The proposed land entitlement changes include a State Land Use District Boundary Amendment from Agricultural to Urban, as well as a County Change in Zoning from R-1 Residential District to M-1 Light Industrial District. Your agency will have additional opportunities to review and comment on the proposed project, as part of the required public review process.

Thank you for your comments on the proposed project. Should you have any questions, please contact Brett Davis of our staff at 242-1955.

Sincerely yours,

Christopher L. Hart, ASLA
Landscape Architect - Planner

Cc. Mr. Sandy Baz
Mr. Harry Johnson
Project File

LANDSCAPE ARCHITECTURE
CITY AND REGIONAL PLANNING
115 N. MARKET STREET · WAILUKU, MAUI, HAWAII 96793-1706 · PHONE 808-242-1955 · FAX: 808-242-1956

LINDA LINGLE
GOVERNOR

PATRICIA HAMAMOTO
SUPERINTENDENT

STATE OF HAWAI'I
DEPARTMENT OF EDUCATION
P.O. BOX 2360
HONOLULU, HAWAI'I 96804

OFFICE OF THE SUPERINTENDENT

RECEIVED
NOV - 9 2007
CHRIS HART & PARTNERS
Landscape Architecture & Planning
c/o Brett
051184

November 7, 2007

Mr. Christopher L. Hart, President
Chris Hart & Partners, Inc.
115 North Market Street
Wailuku, Hawaii 96793

Dear Mr. Hart:

SUBJECT: Early Consultation Letter for the Proposed Maui Economic Opportunity, Inc. Transportation Center at TMK: (2) 38-06:04, Puunene, Maui, Hawaii

The Department of Education has no comment or concern to offer as early consultation about the proposed plans for the Maui Economic Opportunity, Inc. Transportation Center. Should you have any questions, please call George Casen of the Facilities Development Branch at (808) 733-4862.

Very truly yours,

Patricia Hamamoto
Superintendent

PH:jmb

cc: Randolph Moore, Assistant Superintendent, OSFSS
Duane Kashiwai, Public Works Administrator, FDB
Bruce Anderson, CAS, Baldwin/King Kekaulike/Maui High Complex Areas

CHRIS HART
& PARTNERS INC.

January 16, 2008

Mrs. Patricia Hamamoto
Department of Education
P.O. Box 2360
Honolulu, HI 96804

Dear: Mrs. Hamamoto,

RE: Early Consultation request for the proposed Maui Economic Opportunity Inc. (MEO) Transportation Center, Pu'unene, Maui, Hawaii at TMK: (2) 3-8-06:04 portion.

On behalf of the applicant, MEO, we acknowledge the receipt of your letter dated November 7, 2007 indicating no comment.

Thank you for your comments on the proposed project. Should you have any questions, please contact Brett Davis of our staff at 242-1955.

Sincerely yours,

Christopher L. Hart, ASLA
Landscape Architect - Planner

Cc. Mr. Sandy Baz
Mr. Harry Johnson
Project File

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CITY AND REGIONAL PLANNING
115 N. MARKET STREET · WAILUKU, MAUI, HAWAII 96793-1706 · PHONE 808-242-1955 · FAX: 808-242-1956

LINDA LINGLE
GOVERNOR OF HAWAII

CHIYOME L. FUKINO, M.D.
DIRECTOR OF HEALTH

STATE OF HAWAII
DEPARTMENT OF HEALTH
P.O. Box 3378
HONOLULU, HAWAII 96801-3378

In reply, please refer to:
EPO-07-200

November 20, 2007

RECEIVED
NOV 20 2007
CHRIS HART & PARTNERS
Landscape Architecture & Planning
cc: Brett
051184

Mr. Christopher L. Hart, ASLA
Landscape Architect-Planner
115 North Market Street
Wailuku, Maui, Hawaii 96793

Dear Mr. Hart:

SUBJECT: Pre-Assessment Consultation for Proposed Maui Economic Opportunity, Inc. Transportation Center in Puunene, Maui, Hawaii
TMK: (2) 3-8-006: 004; 10 acres

Thank you for allowing us to review and comment on the subject application. The application was routed to the various branches of the Environmental Health Administration. We have the following Wastewater Branch and General comments.

Wastewater Branch

The project proposes to construct a centralized Transportation Center that will consist of administrative offices, repair and maintenance facilities, a transfer station, bus parking and related infrastructure improvements.

The project is located in the Critical Wastewater Disposal Area (CWDA) where no new cesspools will be allowed.

Wastewater treatment and disposal need to be adequately addressed in the project's environmental assessment. Use of an onsite wastewater system is acceptable provided that it treats domestic or domestic-like wastewater. Wastewater containing industrial wastes need to be pretreated prior to disposal into an individual wastewater system. In addition, our records show that the Department has approved plans for a treatment individual wastewater system (septic tank), File # 5757, to be built on the TMK mentioned above. Construction completion of the project is still pending. Please update the Department of Health on the status of the IWS plans.

All wastewater plans must meet Department's Rules, HAR Chapter 11-62, "Wastewater Systems." We do reserve the right to review the detailed wastewater plans for conformance to applicable rules. If you have any questions, please contact the Planning & Design Section of the Wastewater Branch at 586-4294.

General

We strongly recommend that you review all of the Standard Comments on our website: www.state.hi.us/health/environmental/env-planning/landuse/landuse.html. Any comments specifically applicable to this project should be adhered to.

If there are any questions about these comments please contact Jiacai Liu with the Environmental Planning Office at 586-4346.

Sincerely,

KELVIN H. SUNADA, MANAGER
Environmental Planning Office

c: EPO
WWB
EH-Maui

Enclosure: Individual Wastewater System (IWS) Profile

LINDA LINGLE
GOVERNOR OF HAWAII

CHIYOME LEINAALA FUKINO, M.D.
DIRECTOR OF HEALTH

STATE OF HAWAII
DEPARTMENT OF HEALTH
P.O. BOX 3378
HONOLULU, HAWAII 96801

In reply, please refer to:
EMD / WB

Wastewater Branch
919 Ala Moana Blvd. Room 309
Honolulu, Hawaii 96814-4920
Phone (808) 586-4294 Fax (808) 586-4300

INDIVIDUAL WASTEWATER SYSTEM (IWS) PROFILE

An **individual wastewater system** (IWS) file has been found and the following information is provided. In general, the Department of Health has reviewed and approved of the plans based on the information submitted as verification that a treatment IWS such as a septic tank/aerobic unit was constructed and authorized to be used for wastewater disposal from a building/dwelling.

IWS septic tank profile.wpd sam as of Oct 30, 2007

General Information: Application Information

Permit ID 1088 IWS type Septic Tank Status Review
File Number 5757 Submit 1 / 24 / 2005
Engineer Anthony Chew Reviewed 1 / 24 / 2005
TMK (2) 3-8-006:004 Plan Approved ___ / ___ / ___
Address Puunene Inspection ___ / ___ / ___
Final Approval ___ / ___ / ___
Termination Date ___ / ___ / ___

Site Information: Property Owner & Dwelling Information

First Name ___ Lot Size ___ Dwelling Type ___
Last Name HCPS Total Bdrms ___ Bldg Type Commercial
Flow Rate 10,000

IWS System Information: Septic Tank Information

Septic Tank Liquid Volume (gal) ___ Manufacturer ___
6" Inspection Port(s) to Grade ___ Disposal Type Bed

For further information, please feel free to call the Wastewater Branch engineer as listed:
[ ] Johnny Ong, Oahu, Wastewater Branch (808) 586-4294 Fax 586-4300
[X] Roland Tejano, Maui, Maui District Health Office (808) 984-8232 Fax 984-8237
[ ] Dane Hiromasa, Kona, Kealakekua Health Center (808) 322-1963 Fax 322-1511
[ ] Jerry Nunogawa, Hilo, Hawaii District Health Office (808) 933-0401 Fax 933-0400
[ ] Lori Vetter, Kauai, Kauai District Health Office (808) 241-3323 Fax 241-3566

CHRIS HART
& PARTNERS INC.

January 21, 2008

Mr. Kelvin H. Sunada, Manager
Environmental Planning Office
State Department of Health
P.O. Box 3378
Honolulu, HI 96801

Dear: Mr. Sunada,

RE: Early Consultation request for the proposed Maui Economic Opportunity Inc. (MEO) Transportation Center, Pu'unene, Maui, Hawaii at TMK: (2) 3-8-06:04 portion.

On behalf of the applicant, MEO, we acknowledge receipt of your letter dated November 20, 2007, and responses to the Department of Health wastewater and general comments, are as follows:

Waste Water
At this time the status of the IWS plans is still pending. Additionally, the applicant will prepare wastewater plans that meet the Department's Rules, HAR Chapter 11-2, "Wastewater Systems."

General
We have also reviewed the Standard Comments and will comply, as applicable to the proposed project.

Thank you for your consideration of this application. Should you have any questions, please contact Brett Davis of our staff at 242-1955.

Sincerely yours,

Christopher L. Hart, ASLA
Landscape Architect - Planner

Cc. Mr. Sandy Baz
Mr. Harry Johnson
Project File

LANDSCAPE ARCHITECTURE
CITY AND REGIONAL PLANNING
115 N. MARKET STREET · WAILUKU, MAUI, HAWAII 96793-1706 · PHONE 808-242-1955 · FAX: 808-242-1956

CHRIS HART
& PARTNERS INC.

February 6, 2008

Mr. Kelvin H. Sunada, Manager
Environmental Planning Office
State Department of Health
P.O. Box 3378
Honolulu, HI 96801

Dear: Mr. Sunada,

RE: Early Consultation request for the proposed Maui Economic Opportunity Inc. (MEO) Transportation Center, Pu'unene, Maui, Hawaii at TMK: (2) 3-8-06:04 portion.

On behalf of the applicant, MEO, we are providing this addendum to our previous letter dated January 16, 2008 in response your letter dated November 20, 2007. The following update is offered:

Wastewater
The proposed IWS was intended to manage wastewater from HC&S' Puunene Mill. Since filing the IWS plan, HC&S has prepared plans for a sewerline that will connect the Puunene Mill to the County's sewer system at Ho'okele Street. The plans have been submitted to Maui County's Wastewater Reclamation Division for approval. If the sewerline is approved, the IWS application (No. 5757) will be withdrawn. The connection to the County's wastewater system will eliminate the need for the individual wastewater system.

General
As previously noted, we have reviewed the Standard Comments and will comply, as applicable to the proposed project.

LANDSCAPE ARCHITECTURE
CITY AND REGIONAL PLANNING
115 N. MARKET STREET · WAILUKU, MAUI, HAWAII 96793-1706 · PHONE 808-242-1955 · FAX: 808-242-1956

Thank you for your consideration of this application. Should you have any questions, please contact Brett Davis of our staff at 242-1955.

Sincerely yours,

Christopher L. Hart, ASLA
Landscape Architect - Planner

ENCLOSURE

Cc. Mr. Sandy Baz
Mr. Harry Johnson
Project File

A&B PROPERTIES, INC.
A SUBSIDIARY OF ALEXANDER & BALDWIN, INC.

11 Puunene Avenue
Kahului, Hawaii 96732-1608
P.O. Box 156
Kahului, HI 96733-6656
www.abprop.com
Tel (808) 877-5523
Fax (808) 871-7497

January 29, 2008

Mr. Chris Hart
Chris Hart & Partners
115 North Market Street
Wailuku, Hawaii 96793

Subject: Maui Economic Opportunity, Inc.
Proposed Transportation Center
Puunene, Maui
TMK: (2) 3-8-006:004

Dear Mr. Hart:

This is in response to the State Department of Health's Pre-Assessment Consultation letter, dated November 20, 2007, with comments from the Wastewater Branch regarding the individual wastewater system (IWS) File No. 5757. This IWS application was filed by Hawaiian Commercial & Sugar Company (HC&S), a division of Alexander & Baldwin, Inc.

The proposed IWS referenced in File No. 5757 is located within the 385-acre Parcel 4 of TMK: (2) 3-8-006, but will not be located on the 10 acres of the proposed MEO facility. Therefore, there would not be any conflict between the proposed IWS and MEO.

The proposed IWS was intended to manage domestic wastewater from HC&S' Puunene Mill. After filing the IWS application, HC&S prepared plans for a sewerline that will run from Puunene Mill and connect to the County's sewer system at Ho'okele Street. The plans have been submitted to Maui County's Wastewater Reclamation Division for approval. An easement across MEO's proposed 10-acre lot will be required for this sewerline.

This sewerline connection would be environmentally preferable to an installation of a septic system. If this connection is made, the IWS application (No.5757) will be withdrawn.

Please contact me at 872-4317 should you have any questions.

Sincerely,

A&B PROPERTIES, INC.

H. Kawahara, Manager
Engineering & Construction

HK:sl

cc: Properties, Honolulu (w/enclosure)

LINDA LINGLE
GOVERNOR OF HAWAII

CHIYOME L. FUKINO, M. D.
DIRECTOR OF HEALTH

LORRIN W. PANG, M. D., M. P. H.
DISTRICT HEALTH OFFICER

STATE OF HAWAII
DEPARTMENT OF HEALTH
MAUI DISTRICT HEALTH OFFICE
54 HIGH STREET
WAILUKU, MAUI, HAWAII 96793-2102

RECEIVED
NOV 13 2007
Chris Hart & Partners
Landscape Architecture & Planning

cc: Brett 05/184

November 9, 2007

Mr. Christopher L. Hart, ASLA
Chris Hart & Partners, Inc.
115 North Market Street
Wailuku, Hawai`i 96793

Dear Mr. Hart:

Subject: **Early Consultation for Proposed Maui Economic Opportunity, Inc. Transportation Center**
TMK: (2) 3-8-06: 04

Thank you for the opportunity to participate in the early consultative process for the proposed Maui Economic Opportunity, Inc. Transportation Center. The following comments are offered:

1. National Pollutant Discharge Elimination System (NPDES) permit coverage is required for this project. The Clean Water Branch should be contacted at 808 586-4309.

2. All wastewater plans must conform to applicable provisions of the Hawaii Administrative Rules (HAR), Chapter 11-62, "Wastewater Systems". Plan review and approval of all new wastewater disposal systems is required prior to construction of the systems.

3. The noise created during the construction phase of the project may exceed the maximum allowable levels as set forth in HAR, Chapter 11-46, "Community Noise Control". A noise permit may be required and should be obtained before the commencement of work.

   HAR, Chapter 11-46 sets maximum allowable sound levels from stationary equipment such as compressors and HVAC equipment. The attenuation of noise from these sources may depend on the location and placement of these types of equipment. This should be taken into consideration during the planning, design, and construction of the building and installation of these types of equipment.

It is strongly recommended that the Standard Comments found at the Department's website: www.state.hi.us/health/environmental/env-planning/landuse/landuse.html be reviewed, and any comments specifically applicable to this project should be adhered to.

Should you have any questions, please call me at 808 984-8230.

Sincerely,

Herbert S. Matsubayashi
District Environmental Health Program Chief

CHRIS HART
& PARTNERS INC.

January 16, 2008

Mr. Herbert S. Matsubayashi
District Environmental Health Program Chief
Maui District Health Office
54 High Street
Wailuku, HI 96793

Dear: Mr. Matsubayashi,

RE: Early Consultation request for the proposed Maui Economic Opportunity Inc. (MEO) Transportation Center, Pu'unene, Maui, Hawaii at TMK: (2) 3-8-06:04 portion.

On behalf of the applicant, MEO, we acknowledge the receipt of your letter dated November 9, 2007 and response to the Maui District Health Office comments, as follows:

1. The applicant will obtain the required National Pollutant Discharge Elimination System (NPDES) permit prior to the time of construction.

2. All new wastewater disposal system plans will conform to the applicable provision of the Hawaii Administrative Rules (HAR), Chapter 11-26, "Wastewater Systems".

3. The noise created during the construction phase of the project is not anticipated to exceed maximum allowable levels as set forth in (HAR), Chapter 11-46, "Community Noise Control". Prior to the time of construction a noise permit will be obtained if necessary.

LANDSCAPE ARCHITECTURE
CITY AND REGIONAL PLANNING
115 N. MARKET STREET · WAILUKU, MAUI, HAWAII 96793-1706 · PHONE 808-242-1955 · FAX: 808-242-1956

We have also reviewed the Standard Comments and will comply, as applicable to the proposed project.

Thank you for your comment on the proposed project. Should you have any questions, please contact Brett Davis of our staff at 242-1955.

Sincerely yours,

Christopher L. Hart, ASLA
Landscape Architect - Planner

Cc. Mr. Sandy Baz
Mr. Harry Johnson
Project File

LINDA LINGLE
GOVERNOR OF HAWAII

LAURA H. THIELEN
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
LAND DIVISION

POST OFFICE BOX 621
HONOLULU, HAWAII 96809

RECEIVED
NOV 20 2007
CHRIS HART & PARTNERS
Landscape Architecture & Planning

November 21, 2007

CC: Brett
05/184

Chris Hart & Partners Inc.
115 N. Market Street
Wailuku, Hawaii 96793-1706

Attention: Mr. Brett Davis

Gentlemen:

Subject: Early Consultation Letter for Proposed Maui Economic Opportunity Inc. Transportation Center, Puunene, Maui, Tax Map Key: (2) 3-8-6:4

Thank you for the opportunity to review and comment on the subject matter. The Department of Land and Natural Resources' (DLNR) Land Division distributed or made available a copy of your report pertaining to the subject matter to DLNR Divisions for their review and comment.

Other than the comments from Engineering Division, Commission on Water Resource Management, the Department of Land and Natural Resources has no other comments to offer on the subject matter. Should you have any questions, please feel free to call our office at 587-0433. Thank you.

Sincerely,

Charlene E. Unoki

for Morris M. Atta
Administrator

LINDA LINGLE
GOVERNOR OF HAWAII

LAURA H. THIELEN
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
LAND DIVISION

POST OFFICE BOX 621
HONOLULU, HAWAII 96809

October 24, 2007

RECEIVED
LAND DIVISION
2007 NOV -1 P 3:24
DEPT. OF LAND & NATURAL RESOURCES
STATE OF HAWAII
'07 OCT 24 PM 12:15 ENGINEERING

MEMORANDUM

TO: **DLNR Agencies:**
__Div. of Aquatic Resources
__Div. of Boating & Ocean Recreation
x Engineering Division
__Div. of Forestry & Wildlife
__Div. of State Parks
x Commission on Water Resource Management
__Office of Conservation & Coastal Lands
x Land Division –Keith Chun

FROM: for Russell Y. Tsuji
SUBJECT: Pre-Consultation for Proposed Maui Economic Opportunity Inc Transportation Center
LOCATION: Puunene, Maui, TMK: (2) 3-8-6:4
APPLICANT: Chris Hart on behalf of Maui Economic Opportunity, Inc.

Transmitted for your review and comment on the above referenced document. We would appreciate your comments on this document. Please submit any comments by November 20, 2007.

If no response is received by this date, we will assume your agency has no comments. If you have any questions about this request, please contact my office at 587-0433. Thank you.

Attachments

( ) We have no objections.
( ) We have no comments.
(X) Comments are attached.

Signed: [signature]
Date: 11/2/07

DEPARTMENT OF LAND AND NATURAL RESOURCES
ENGINEERING DIVISION

LD/RYT
Ref.: PreConMauiEconomicOpportTransportation
Maui.380

COMMENTS

( ) We confirm that the project site, according to the Flood Insurance Rate Map (FIRM), is located in Flood Zone ___.

(X) **Please take note that project site, according to the Flood Insurance Rate Map (FIRM), is located in Flood Zone C. The National Flood Insurance Program does not have any regulations for developments within Zone C.**

( ) Please note that the correct Flood Zone Designation for the project site according to the Flood Insurance Rate Map (FIRM) is ___.

( ) Please note that the project must comply with the rules and regulations of the National Flood Insurance Program (NFIP) presented in Title 44 of the Code of Federal Regulations (44CFR), whenever development within a Special Flood Hazard Area is undertaken. If there are any questions, please contact the State NFIP Coordinator, Ms. Carol Tyau-Beam, of the Department of Land and Natural Resources, Engineering Division at (808) 587-0267.

Please be advised that 44CFR indicates the minimum standards set forth by the NFIP. Your Community's local flood ordinance may prove to be more restrictive and thus take precedence over the minimum NFIP standards. If there are questions regarding the local flood ordinances, please contact the applicable County NFIP Coordinators below:

( ) Mr. Robert Sumitomo at (808) 768-8097 or Mr. Mario Siu Li at (808) 768-8098 of the City and County of Honolulu, Department of Planning and Permitting.

( ) Mr. Kelly Gomes at (808) 961-8327 (Hilo) or Mr. Kiran Emler at (808) 327-3530 (Kona) of the County of Hawaii, Department of Public Works.

( ) Mr. Francis Cerizo at (808) 270-7771 of the County of Maui, Department of Planning.

( ) Mr. Mario Antonio at (808) 241-6620 of the County of Kauai, Department of Public Works.

( ) The applicant should include project water demands and infrastructure required to meet water demands. Please note that the implementation of any State-sponsored projects requiring water service from the Honolulu Board of Water Supply system must first obtain water allocation credits from the Engineering Division before it can receive a building permit and/or water meter.

( ) The applicant should provide the water demands and calculations to the Engineering Division so it can be included in the State Water Projects Plan Update.

( ) Additional Comments:_____

( ) Other:_____

Should you have any questions, please call Ms. Suzie S. Agraan of the Planning Branch at 587-0258.

Signed: _____

ERIC T. HIRANO, CHIEF ENGINEER

Date: 11/7/07

LINDA LINGLE
GOVERNOR OF HAWAII

LAURA H. THIELEN
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
LAND DIVISION

POST OFFICE BOX 621
HONOLULU, HAWAII 96809

October 24, 2007

MEMORANDUM

TO: **DLNR Agencies:**
__Div. of Aquatic Resources
__Div. of Boating & Ocean Recreation
_x_Engineering Division
__Div. of Forestry & Wildlife
__Div. of State Parks
_x_Commission on Water Resource Management
__Office of Conservation & Coastal Lands
_x_Land Division –Keith Chun

FROM: Russell Y. Tsuji
SUBJECT: Pre-Consultation for Proposed Maui Economic Opportunity Inc Transportation Center
LOCATION: Puunene, Maui, TMK: (2) 3-8-6:4
APPLICANT: Chris Hart on behalf of Maui Economic Opportunity, Inc.

Transmitted for your review and comment on the above referenced document. We would appreciate your comments on this document. Please submit any comments by November 20, 2007.

If no response is received by this date, we will assume your agency has no comments. If you have any questions about this request, please contact my office at 587-0433. Thank you.

Attachments

( ) We have no objections.
( ) We have no comments.
(✓) Comments are attached.

Signed: W. Roy Hardy
Date: 11/6/07

LINDA LINGLE
GOVERNOR OF HAWAII

RECEIVED
LAND DIVISION
2007 NOV -9 P 1:43

LAURA H. THIELEN
CHAIRPERSON

MEREDITH J. CHING
JAMES A. FRAZIER
NEAL S. FUJIWARA
CHIYOME L. FUKINO, M.D.
DONNA FAY K. KIYOSAKI, P.E.
LAWRENCE H. MIIKE, M.D., J.D.

KEN C. KAWAHARA, P.E.
DEPUTY DIRECTOR

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT
P.O. BOX 621
HONOLULU, HAWAII 96809

November 7, 2007

REF:

TO: Morris Atta, Acting Administrator
Land Division

FROM: Ken C. Kawahara, P.E., Deputy Director
Commission on Water Resource Management

SUBJECT: MEO Transportation Center, Puunene, Maui

FILE NO.: TMK: (2) 3-8-006:004

Thank you for the opportunity to review the subject document. The Commission on Water Resource Management (CWRM) is the agency responsible for administering the State Water Code (Code). Under the Code, all waters of the State are held in trust for the benefit of the citizens of the State, therefore, all water use is subject to legally protected water rights. CWRM strongly promotes the efficient use of Hawaii's water resources through conservation measures and appropriate resource management. For more information, please refer to the State Water Code, Chapter 174C, Hawaii Revised Statutes, and Hawaii Administrative Rules, Chapters 13-167 to 13-171. These documents are available via the Internet at *http://www.hawaii.gov/dlnr/cwrm*.

Our comments related to water resources are checked off below.

☒ 1. We recommend coordination with the county to incorporate this project into the county's Water Use and Development Plan. Please contact the respective Planning Department and/or Department of Water Supply for further information.

☐ 2. We recommend coordination with the Engineering Division of the State Department of Land and Natural Resources to incorporate this project into the State Water Projects Plan.

☐ 3. There may be the potential for ground or surface water degradation/contamination and recommend that approvals for this project be conditioned upon a review by the State Department of Health and the developer's acceptance of any resulting requirements related to water quality.

Permits required by CWRM: Additional information and forms are available at *www.hawaii.gov/dlnr/cwrm/forms.htm*.

☐ 4. The proposed water supply source for the project is located in a designated ground-water management area, and a Water Use Permit is required prior to use of ground water.

☐ 5. A Well Construction Permit(s) is (are) required before the commencement of any well construction work.

☐ 6. A Pump Installation Permit(s) is (are) required before ground water is developed as a source of supply for the project.

☐ 7. There is (are) well(s) located on or adjacent to this project. If wells are not planned to be used and will be affected by any new construction, they must be properly abandoned and sealed. A permit for well abandonment must be obtained.

☐ 8. Ground-water withdrawals from this project may affect streamflows, which may require an instream flow standard amendment.

☐ 9. A Stream Channel Alteration Permit(s) is (are) required before any alteration can be made to the bed and/or banks of a stream channel.

☐ 10. A Stream Diversion Works Permit(s) is (are) required before any stream diversion works is constructed or altered.

☐ 11. A Petition to Amend the Interim Instream Flow Standard is required for any new or expanded diversion(s) of surface water.

☐ 12. The planned source of water for this project has not been identified in this report. Therefore, we cannot determine what permits or petitions are required from our office, or whether there are potential impacts to water resources.

☐ 13. We recommend that the report identify feasible alternative non-potable water resources, including reclaimed wastewater.

☒ OTHER:

The primary water source for this project is the Iao Ground Water Management Area under the State Commission on Water Resource Management (CWRM). New uses initiated after July 21, 2003 will be addressed under new applications by the Maui Department of Water Supply. Limited pumpage from Iao is augmented from other sources, but inadequate supplies could result in restrictions of use within the service area. New uses within the Central Maui Service Area not relying on Iao sources may also be affected if Iao sources are restricted. Alternative sources for irrigation should be considered.

If there are any questions, please contact Charley Ice at 587-0251.

Cl:ss

CHRIS HART
& PARTNERS INC.

January 16, 2008

Mr. Morris M. Atta
Department of Land and Natural Resources
P.O. Box 621
Honolulu, HI 96809

Dear: Mr. Atta,

RE: Early Consultation request for the proposed Maui Economic Opportunity Inc. (MEO) Transportation Center, Pu'unene, Maui, Hawaii at TMK: (2) 3-8-06:04 portion.

On behalf of the applicant, MEO, we acknowledge receipt of your letter dated November 21, 2007 and respond to the Department of Land and Natural Resources (DLNR) comments, as follows:

Engineering Division
Thank you for confirming that project site is located in Flood Zone "C", an area of minimal flood hazard potential.

Commission on Water Resource Management
The applicant intends to meet with the County Planning Department and Department of Water Supply to discuss incorporating the project into the county's Water Use and Development Plan.

It is acknowledged that the primary water source for the proposed project site water source is located in the Iao Ground Water Management Area. The applicant will consider alternative sources of irrigation for the proposed project.

LANDSCAPE ARCHITECTURE
CITY AND REGIONAL PLANNING
115 N. MARKET STREET · WAILUKU, MAUI, HAWAII 96793-1706 · PHONE 808-242-1955 · FAX: 808-242-1956

Thank you for your comments on the proposed project. Should you have any questions, please contact Brett Davis of our staff at 242-1955.

Sincerely yours,

Christopher L. Hart, ASLA
Landscape Architect - Planner

Cc. Mr. Sandy Baz
Mr. Harry Johnson
Project File

LINDA LINGLE
GOVERNOR
STATE OF HAWAII

MICAH A. KANE
CHAIRMAN
HAWAIIAN HOMES COMMISSION

BEN HENDERSON
DEPUTY TO THE CHAIRMAN

KAULANA H. PARK
EXECUTIVE ASSISTANT

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

P.O. BOX 1879

HONOLULU, HAWAII 96805

RECEIVED
NOV 20 2007
CHRIS HART & PARTNERS
Landscape Architecture & Planning
CC: Brett 05/184

November 16, 2007

Mr. Christopher L. Hart, ASLA
Chris Hart & Partners Inc.
115 N. Market Street
Wailuku, Hawaii 96793-1706

Attention: Mr. Brett Davis

Dear Mr. Hart:

Thank you for the opportunity to participate in the early consultation phase of a centralized transportation center project in Puunene, Maui, that is being proposed by Maui Economic Opportunity, Inc. The Department of Hawaiian Home Lands has no comments.

Should you have any questions, please call the Planning Office at (808) 586-3836.

Aloha and mahalo,

Danielle Bugodin

for Micah A. Kane, Chairman
Hawaiian Homes Commission

CHRIS HART
& PARTNERS INC.

January 16, 2008

Mr. Micah A. Kane, Chairman
Hawaiian Homes Commission
Department of Hawaiian Home Lands
P.O. Box 1879
Honolulu, HI 96805

Dear: Mr. Kane,

RE: Early Consultation request for the proposed Maui Economic Opportunity Inc. (MEO) Transportation Center, Pu'unene, Maui, Hawaii at TMK: (2) 3-8-06:04 portion.

On behalf of the applicant, MEO, we thank you for your letter dated November 16, 2007 indicating no comment.

Thank you for your comments on the proposed project. Should you have any questions, please contact Brett Davis of our staff at 242-1955.

Sincerely yours,

Christopher L. Hart, ASLA
Landscape Architect - Planner

Cc. Mr. Sandy Baz
Mr. Harry Johnson
Project File

LANDSCAPE ARCHITECTURE
CITY AND REGIONAL PLANNING
115 N. MARKET STREET · WAILUKU, MAUI, HAWAII 96793-1706 · PHONE 808-242-1955 · FAX: 808-242-1956

Maui Electric Company, Ltd. 0 West Kamehameha Avenue • PO Box 398 (ululi, Maui, HI 96733-6898 • (808) 871-8461

RECEIVED
NOV – 5 2007
CHRIS HART & PARTNERS
Landscape Architecture & Planning
cc: Brett 05/184

November 1, 2007

Mr. Christopher L. Hart, ASLA
Chris Hart & Partners
115 N. Market Street
Wailuku, Hawaii 96793-1706

Dear Mr. Hart,

Subject: Early Consultation Letter for the Proposed Maui Economic Opportunity, Inc. Transportation Center
Puunene, Maui, Hawaii
TMK: (2) 3-8-06:004

Thank you for allowing us to comment on the Early Consultation Letter for the subject project.

In reviewing our records and the information received, Maui Electric Company (MECO) may be requiring access and electrical easements for our facilities to serve the subject project site. We encourage the customer's electrical consultant to meet with us as soon as practical to verify the project's electrical demand requirements and indicate the desired service location so that service can be provided on a timely basis.

In addition, we suggest that the Customer and/or their consultant make contact with Mr. Sage Kiyonaga of our Demand Side Management (DSM) group at 872-3283 to review potential energy conservation and efficiency opportunities for their project.

If you have any questions or concerns, please call Ray Okazaki at 871-2340.

Sincerely,

Neal Shinyama
Manager, Engineering

NS/ro:lh

c: Sage Kiyonaga – MECO DSM

CHRIS HART
& PARTNERS INC.

January 16, 2008

Mr. Neal Shinyama, Manager
Engineering
Maui Electric Company, Ltd. (MECO)
210 West Kamehameha Avenue
Kahului, HI 96733

Dear: Mr. Shinyama,

RE: Early Consultation request for the proposed Maui Economic Opportunity Inc. (MEO) Transportation Center, Pu'unene, Maui, Hawaii at TMK: (2) 3-8-06:04 portion.

On behalf of the applicant, MEO, we acknowledge the receipt of your letter dated November 1, 2007. The applicant will coordinate with MECO to verify the projects electrical demand requirements and the desired service location.

Additionally we will coordinate our project with your Demand Side Management (DSM) group to review potential energy conservation and efficiency opportunities.

Thank you for your comments on the proposed project. Should you have any questions, please contact Brett Davis of our staff at 242-1955.

Sincerely yours,

Christopher L. Hart, ASLA
Landscape Architect - Planner

Cc. Mr. Sandy Baz
Mr. Harry Johnson
Project File

LANDSCAPE ARCHITECTURE
CITY AND REGIONAL PLANNING
115 N. MARKET STREET · WAILUKU, MAUI, HAWAII 96793-1706 · PHONE 808-242-1955 · FAX: 808-242-1956

United States Department of Agriculture

NRCS

Natural Resources Conservation Service
210 Imi Kala St. Ste 209
Wailuku, HI 96793
808-244-3100

RECEIVED
OCT 26 2007
CHRIS HART & PARTNERS
Landscape Architecture & Planning
cc: Brett 05/184

October 24, 2007

Mr. Christopher L. Hart
Chris Hart & Partners
115 N. Market St.
Wailuku, HI 96793

Subject: Early Consultation Letter for the Proposed Maui Economic Opportunity, Inc. Transportation Center, Puunene; TMK: 3-8-06: 04

Dear Mr. Hart:

We have no comments at this time.

Sincerely,

Ranae Ganske-Cerizo
District Conservationist

CHRIS HART
& PARTNERS INC.

January 16, 2008

Mrs. Ranae Ganske-Cerizo
District Conservationist
Natural Resources Conservation Service
210 Imi Kala St. Ste 209
Wailuku, HI 96793

Dear: Mrs. Ranae Ganske-Cerizo,

RE: Early Consultation request for the proposed Maui Economic Opportunity Inc. (MEO) Transportation Center, Pu'unene, Maui, Hawaii at TMK: (2) 3-8-06:04 portion.

On behalf of the applicant, MEO, we acknowledge the receipt of your letter dated October 24, 2007 indicating no comments or objections to the proposed project.

Thank you for your comments. Should you have any questions, please contact Brett Davis of our staff at 242-1955.

Sincerely yours,

Christopher L. Hart, ASLA
Landscape Architect - Planner

Cc. Mr. Sandy Baz
Mr. Harry Johnson
Project File

LANDSCAPE ARCHITECTURE
CITY AND REGIONAL PLANNING
115 N. MARKET STREET · WAILUKU, MAUI, HAWAII 96793-1706 · PHONE 808-242-1955 · FAX: 808-242-1956

APPENDIX J

Parking Analysis

CHARMAINE TAVARES
Mayor

JEFFREY S. HUNT
Director

COLLEEN M. SUYAMA
Deputy Director

COUNTY OF MAUI
DEPARTMENT OF PLANNING

January 31, 2008

John Min
Maui Economic Oportunity Inc.
99 Mahalani Street,
Wailuku, Hawaii 96793

Dear Mr. Min:

RE: **RFS NO. 2008-0000167** FOR THE PROPOSED MAUI ECONOMIC OPPORTUNITY "MEO" BUS TRANSIT CENTER AT PUUNENE HIGHWAY, MAUI, HAWAII, TMK NO. (2) 3-8-006:004 (PORTION)

We have reviewed your request for vehicular parking determination and have the following comments:

1. Provide the total number of taxi and buses operating from this facility. One parking space shall be provided for each vehicle.

2. The generator building, repair bus building and storage tanks will be considered as industrial uses and parking will be assessed as one parking space for every six hundred square feet of floor area of building or twenty-five percent of lot area, whichever is greater, except for warehouses or storage facilities, in which instance the parking requirement may be reduced upon approval of the Planning Director based upon the provisions for employee parking and proposed uses.

3. The gas and diesel station, vacuum, and vehicle wash are considered accessory structures to the principal use and are used by the same users of the facility. Therefore, additional parking will not be required for these buildings.

4. The landscape requirements of one large crown shade tree for every five parking stalls can be located in the front landscape area and grouped together provided that the total number of trees are not reduced from the total requirement of one shade tree per five parking stalls.

250 SOUTH HIGH STREET, WAILUKU, MAUI, HAWAII 96793
MAIN LINE (808) 270-7735; FACSIMILE (808) 270-7634
CURRENT DIVISION (808) 270-8205; LONG RANGE DIVISION (808) 270-7214; ZONING DIVISION (808) 270-7253

5. To determine the total required parking stalls for the proposed buildings and uses, please submit a detailed comprehensive parking analysis, to include but not be limited to, square footage of floor areas, uses of each unit, and parking calculations.

If you have any questions regarding this letter, please call Ms. Avelina L. Cabais, Land Use and Building Plans Examiner, by email at avelina.cabais@co.maui.hi.us or by phone (808)270-7139.

Sincerely,

AARON SHINMOTO
Planning Program Administrator

xc: Avelina Cabais, Land Use and Building Plans Examiner
Development Services Administration
Jeffrey Dack, Staff Planner

AHS:ALC:smb

08/ZAED TMK File
General File

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5/21/2008

PARKING ANALYSIS 1

	FLOOR AREA	STALL PER SQ. FT.	REQ'D STALLS
ADMINISTRATION BLDG.			
Basement	4277 SF.		
Ground Floor	4060 SF.		
Second Floor	4477 SF.		
Third Floor	4102 SF.		
	16916 SF.	1/500	34
FUTURE OFFICE BLDG.			
Ground Floor	4060 SF.		
Second Floor	4477 SF.		
Third Floor	4102 SF.		
	12639 SF.	1/500	25
TRANSFER STATION	1115 SF.		2
		Subtotal	61
TRANSPORTATION SERVICES BLDG.			
Maintenance / Repair Bays	28754 SF.	1/600	48
Office	437 SF.	1/500	1
Breakroom	455 SF.	1/500	1
Parts / Storage	3288 SF.	1/600	5
VEHICLE SERVICE AREAS	1697 SF.	1/600	3
EMERGENCY GENERATOR	1600 SF.	1/600	3
		Subtotal	61
	TOTAL REQUIRED STALLS		122

PARKING SUMMARY	
STANDARD STALLS	165
BUS STALLS	37
MINI-BUS STALLS	88
VAN STALLS	14
TOTAL STALLS PROVIDED	304

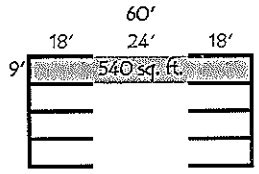
5/21/2008

PARKING ANALYSIS 2

	FLOOR AREA	STALL PER SQ. FT.	REQ'D STALLS	BUILDING GROUND FLR.	PARKING AREA	BLDG. & PRK'G AREA
ADMINISTRATION BLDG.						
Basement	4277 SF.					
Ground Floor	4060 SF.			4477 SF.		
Second Floor	4477 SF.					
Third Floor	4102 SF.					
Subtotal	16916 SF.	1/500	34	4477 SF.	9720 SF.	
FUTURE OFFICE BLDG.						
Ground Floor	4060 SF.			4477 SF.		
Second Floor	4477 SF.					
Third Floor	4102 SF.					
Subtotal	12639 SF.	1/500	25	4477 SF.	720 SF.	
TRANSFER STATION	1115 SF.		2	1115 SF.	540 SF.	
Subtotal	30670 SF.		61	10069 SF.	10980 SF.	21049 SF.
TRANSPORTATION SERVICES BLDG.						
Maintenance / Repair Bays						
Office						
Breakroom	25% OF LOT AREA					
Parts / Storage	SEE CALC. BELOW					
VEHICLE SERVICE AREAS						
EMERGENCY GENERATOR						
	25% Net Lot Area / 600 =		173			
	TOTAL REQUIRED STALLS		234			

STANDARD STALL LAYOUT

60'x9' = 540 sq. ft.



PARKING SUMMARY	
STANDARD STALLS	165
BUS STALLS	37
MINI-BUS STALLS	88
VAN STALLS	14
TOTAL STALLS PROVIDED	304

Total Lot Area (Sq. Ft.)	Non-Industrial Bldg. & Parking Coverage (Sq. Ft.)	Net Total Lot Area (Sq. Ft.)	25% of Net Lot Area (Sq. Ft.)	TOTAL STALLS 25% Net Lot Area / 600
437,386 -	21,049 =	416,337	104,084	173

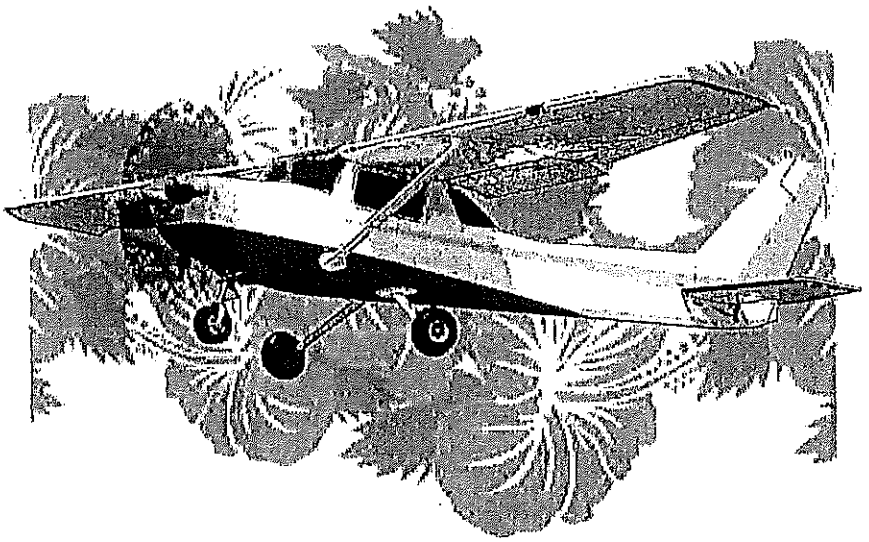
APPENDIX K

Hawaii Airports and Flying Safety Guide 2007-2008

HAWAII AIRPORTS and FLYING SAFETY

GUIDE

2007 - 2008 Third Edition



State of Hawaii • Department of Transportation
AIRPORTS DIVISION

HAWAII AIRPORTS
and
FLYING SAFETY GUIDE

This guide is published by the State of Hawaii, Department of Transportation, Airports Division, in the interest of flight safety and the promotion of aviation in the Hawaiian Islands.

You will find a list of airport facilities, including field diagrams, traffic patterns and details which should be useful for visual approach to each airport. For special notices covering up-to-date field conditions, fuel availability, etc., consult the current Pacific Chart Supplement and NOTAMS. Every reasonable attempt has been made to insure the accuracy of material contained in this guide, however, the Department of Transportation is not responsible for omissions or errors that may appear. Please be aware that the information contained herein is for informational purposes only.

We hope that this guide will be of assistance in using the State Airport System. Any comments which you may have concerning information for future revisions will be appreciated.

NOT FOR NAVIGATION

Compliments of

Department of Transportation
Airports Division
Honolulu International Airport
400 Rodgers Boulevard, Suite 700
Honolulu, HI 96819-1880

Telephone (808) 838-8701
Facsimile (808) 838-8760
email: airoperations@hawaii.gov

KAHULUI AIRPORT, PHOG (OGG), Kahului, Maui

Manager..... (808) 872-3830
Airport Operations Center..... (808) 872-3875 (24 hours)
Airport Security..... (808) 872-3875
ARFF..... (808) 872-3841
Latitude/Longitude..... 20 53.9 N / 156 25.8 W
From City ..... 2.5 miles E from Kahului
Airport Area ..... 1,391 Acres

Airfield:
Elevation..... 54' MSL
Runways ..... 2-20 (6,955'x150', asphalt - grooved)
5-23 (4,990'x150', asphalt - grooved)
Lights..... Beacon, runway, taxiway, obstruction,
VASI Rwys 02, 05, 20, MalS/R Rwy 02

Communications and Navigational Aids:
Control Tower..... FAA Maui Tower (0600-2300L)
Frequencies..... TWR/CTAF 118.7
ATIS: 128.6 (0600-2300L)
CLR DEL: 120.6 (0600-2300L)
GND: 121.9 (0600-2300L)
HCF DEP/APP 120.2 N 119.5 S (0600-2300L)
Navaids..... VORTAC 115.1, OGG, Chan 90 on field
ILS I-OGG: 110.1 Rwy 2
NDB: VVI 327 1.3 nm to field

Airspace: Class C service 0600-2300L contact HCF App

Traffic Pattern Altitude:
Small Aircraft 800' MSL
Large Aircraft 1,500' MSL

ASOS: (808) 877-6282

Remarks:
Services ..... Fuel 100 Octane, Jet-A and Minor A&P

Fuel:
Air Service – (808) 871-5572, UNICOM 128.95 (Jet-A - 100 Octane)
Bradley Pacific – (808) 873-6060, UNICOM 130.8 (Jet-A)

Meals & Transportation..... Restaurant, taxi, car rental

Crash/Fire ..... FAR 139 index D, 24 hours

(continued on next page)

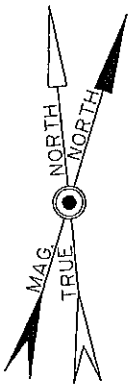
Transient aircraft park on East Ramp near Airport Fire Station.

Extensive helicopter operations on and from East Ramp.

Avoid noise sensitive areas (Spreckelsville, Haiku, Paia, etc.).

RWY 5-23, Max. Auth. Landing Weight:
S-130, D-170, DT-270

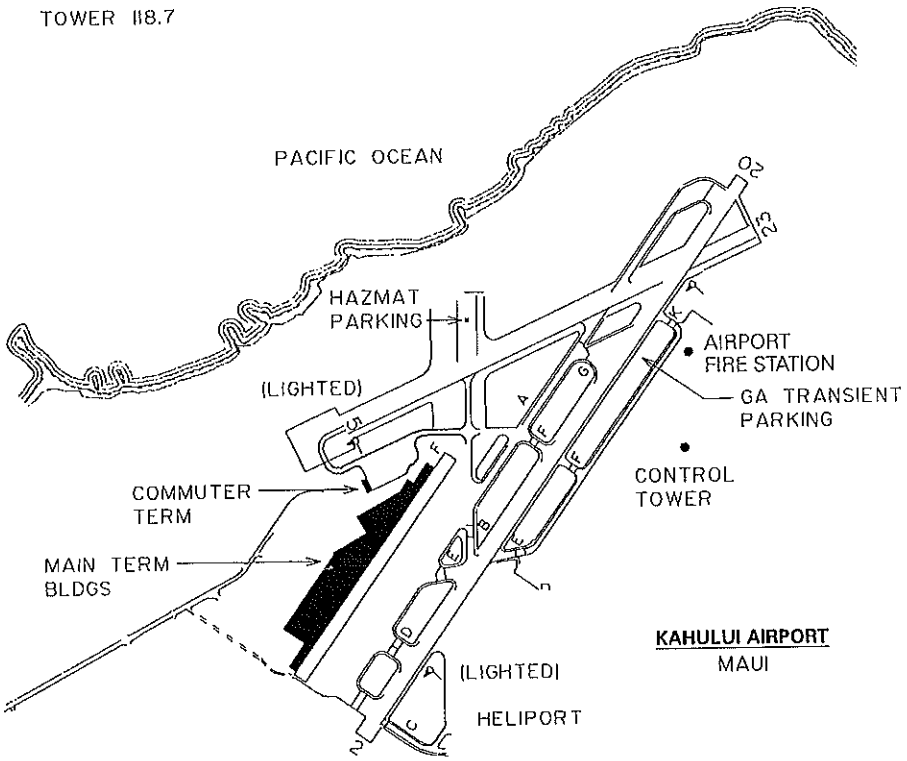
RWY 2-20, Max. Auth. Landing Weight:
S-130, D-170, DT-360, DDT-750



TRAFFIC PATTERN

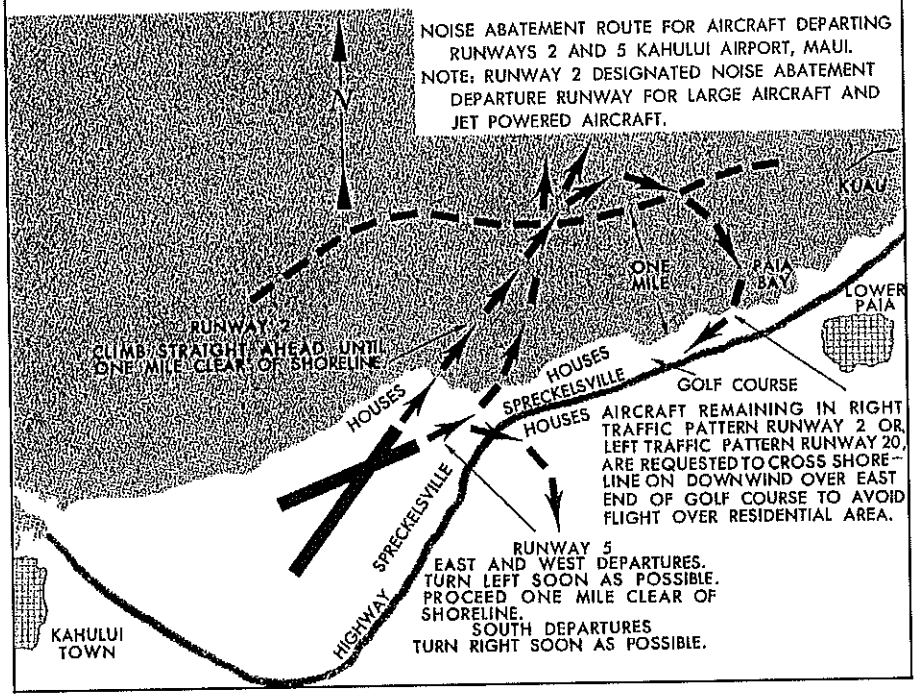
SMALL AIRCRAFT 800' MSL (HELICOPTERS 500' MSL)
LARGE AIRCRAFT 1500' MSL

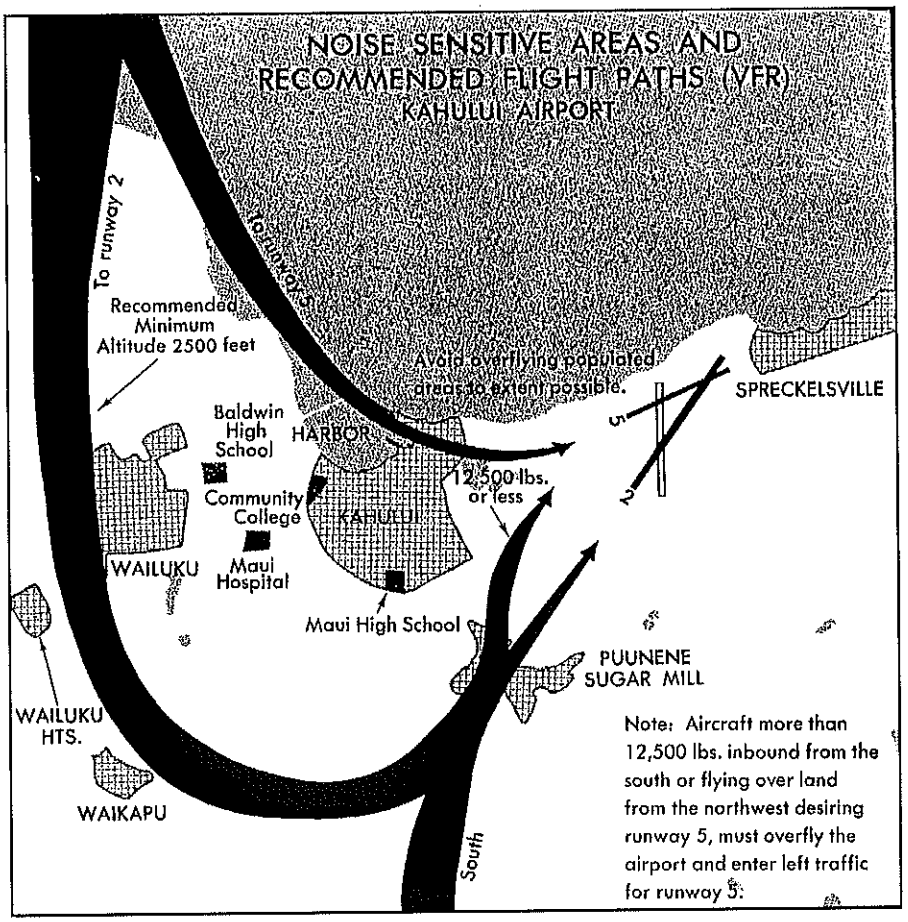
TOWER 118.7



INFORMAL RUNWAY USE PROGRAM—KAHULUI ARPT, MAUI

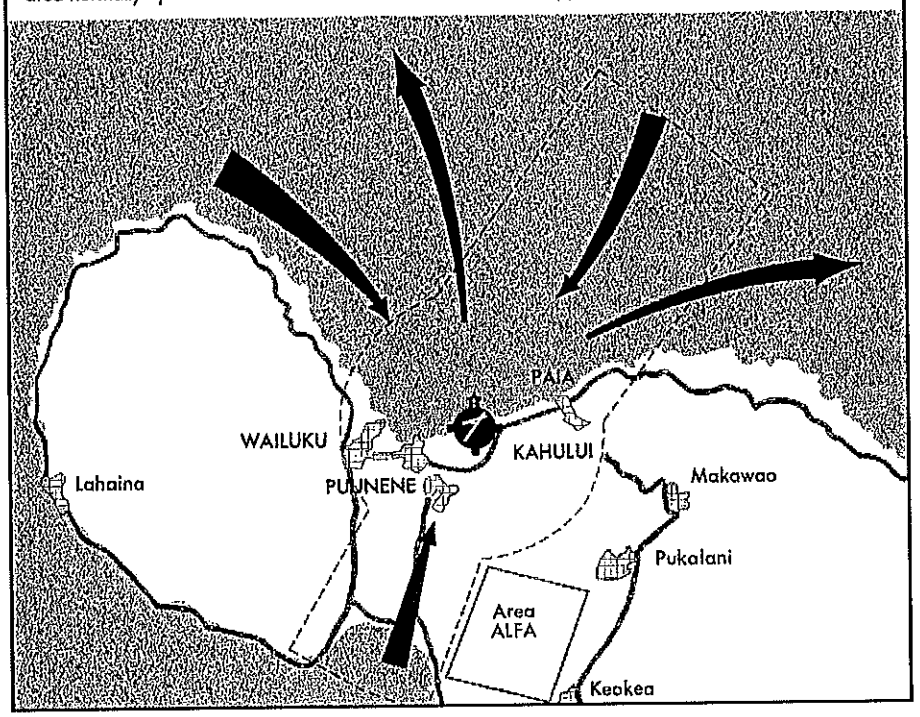
Aircraft noise complaints from Spreckelsville Beach area located adjacent to Kahului Airport have become a matter of serious concern. To alleviate the situation, noise abatement departure runways and flight patterns have been developed. All pilots are urged to follow these procedures to the maximum extent possible consistent with operational and safety requirements. Runway 2 is designated as the noise abatement departure runway for both large and jet powered aircraft. Departure flight pattern runway 2: – Climb straight ahead until one mile clear of shoreline before commencing turns. If takeoff on runway 5 is necessary, both large and jet powered aircraft are requested to: if east or westbound, turn left as soon as possible and proceed one mile clear of shoreline; if southbound, turn right as soon as possible if traffic permits, otherwise turn left.




NOISE SENSITIVE AREAS AND
RECOMMENDED FLIGHT PATHS (VFR)
KAHULUI AIRPORT
To runway 2
To runway 5
Recommended
Minimum
Altitude 2500 feet
Avoid overflying populated
areas to extent possible.
SPRECKELSVILLE
Baldwin
High
School
HARBOR
Community
College
KAHULUI
12,500 lbs.
or less
WAILUKU
Maui
Hospital
Maui High School
PUUNENE
SUGAR MILL
WAILUKU
HTS.
WAIKAPU
South
Note: Aircraft more than
12,500 lbs. inbound from the
south or flying over land
from the northwest desiring
runway 5, must overfly the
airport and enter left traffic
for runway 5.

KAHULUI, MAUI

Shown are the most heavily traveled routes for high performance aircraft arriving and departing Kahului Airport, Maui. Light plane pilots flying VFR in these areas should maintain an alert lookout and monitor HCF Approach Control frequency. Aircraft transiting north of the Kahului Airport in VFR conditions are requested to remain at least 8NM north of the airport at or below 4500 ft. if westbound, 3500 ft. if eastbound, or following the shoreline at or below 2500 ft..and be responsive to routing changes issued by HCF Approach Control or Maui Tower. The area depicted as "ALFA" is a light aircraft local training area. Area is outside Kahului Airport Class C airspace. Aircraft training in area normally operate at or below 3000 ft. and monitor HCF Approach Control.



CHRIS HART
& PARTNERS, INC.

LANDSCAPE ARCHITECTURE & LAND USE PLANNING