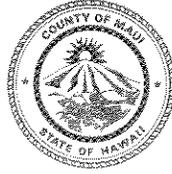


CHARMAINE TAVARES
Mayor

JEFFREY S. HUNT
Director

KATHLEEN ROSS AOKI
Deputy Director



COUNTY OF MAUI
DEPARTMENT OF PLANNING

RECEIVED

January 27, 2009

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DEPARTMENT OF PLANNING
QUALITY CONTROL

Ms. Katherine Kealoha, Director
Office of Environmental Quality Control
235 South Beretania Street, Suite 702
Honolulu, Hawaii 96813

Dear Ms. Kealoha:

**SUBJECT: FINAL ENVIRONMENTAL ASSESSMENT (FEA) FOR THE
DORIS TODD MEMORIAL CHRISTIAN DAY SCHOOL
LOCATED AT 519 BALDWIN AVENUE, PAIA, MAUI, HAWAII,
TMK: (2) 2-5-005:020, 044, AND 052 (POR.) (EA 2007/0001)**

The Maui Planning Commission, at its regular meeting on January 13, 2009, accepted the Final Environmental Assessment (FEA) for the subject project, and issued a Findings of No Significant Impact (FONSI). Please publish the FEA in the February 8, 2009, Office of Environmental Quality Control (OEQC) Environmental Notice.

We have attached a completed OEQC Publication Form, two (2) hardcopies of the FEA and one (1) CD containing the PDF file of the FEA. There has been no change to the Project Summary that was previously emailed to your office for the Draft Environmental Assessment.

Thank you for your cooperation. Should you have any questions, please contact Staff Planner Robyn Loudermilk by email at robyn.loudermilk@mauicounty.gov or at 270-7180.

Sincerely,

Handwritten signature of Clayton I. Yoshida in black ink.

CLAYTON I. YOSHIDA, AICP
Planning Program Administrator

For: JEFFREY S. HUNT, AICP
Planning Director

Attachments

xc: Robyn L. Loudermilk, Staff Planner
Raymond Cabebe, Chris Hart & Partners, Inc.
EA Project File (w/ copy of attachment)
General File

JSH:CIY:RLL:vb

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FINAL
HRS CHAPTER 343
ENVIRONMENTAL
ASSESSMENT

**DORIS TODD MEMORIAL
CHRISTIAN DAY SCHOOL**



*519 Baldwin Avenue
Paia, Maui, Hawaii*

Tax Map Keys: (2) 2-5-005:020 (por.), 044, & 052

Prepared for:

Doris Todd Memorial Christian Day School
519 Baldwin Avenue
Paia, Maui, Hawaii 96779
Phone: (808) 579-9237

Prepared by:

Chris Hart and Partners
Landscape Architecture and Planning
115 North Market Street
Wailuku, Hawaii 96793
Phone: 242-1955
Fax: 242-1956



OCTOBER 2008



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APPENDICES

Appendix A	Ownership & Lease Documents
Appendix B	Zoning & Flood Confirmation Forms
Appendix C	List of Owners Within 500-Foot Radius
Appendix D	Long-Range Plan For Facilities Development
Appendix E	State of Hawaii Historic Preservation Division Letter dated February 22, 2006
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Appendix G	Drainage and Erosion Control Report
Appendix H	Traffic Assessment Report
Appendix I	Department of Planning Pre-Consultation
Appendix J	Pre-Consultation Letter
Appendix K	Agency Comments & Responses
Appendix L	Cultural Impact Assessment



I. PROJECT INFORMATION

A. PREFACE

The Doris Todd Memorial Christian Day School was established in 1956 and moved to its present site on Baldwin Avenue at Pa'ia, Maui in 1961. Its original name, Pa'ia Baptist Nursery and Kindergarten, was changed in 1965 in memory of Mrs. Doris Todd who, along with her husband, Rev. Edward Todd, used their home as the original classrooms. The school currently leases the 3.432 acre site from the owner of the property, A&B Hawaii, Inc., and will acquire ownership after a consolidation/subdivision (DSA No. 2.2892) is completed.

This Environmental Assessment (EA) has been prepared in support of State Land Use District Boundary Amendment (DBA), Community Plan Amendment (CPA), and County Change in Zoning (CIZ) applications being filed on behalf of the Doris Todd Memorial Christian Day School.

B. PURPOSE OF THE REQUEST

This project assessment has been prepared in support of applications on a combined 3.432-acre area in Pa'ia, Maui, Hawaii, parcels (2) 2-5-005: 020 (portion), 044, and 052 for:

Application	Existing Designation	Requested Designation	Area
State Land Use Commission District Boundary Amendment	Agricultural (A)	Urban (U)	3.432 acres
Community Plan Amendment	Single Family (SF)	Public/Quasi-Public (P)	2.412 acres
County Zoning	Interim	Public/Quasi-Public (P-1)	3.432 acres

This Environmental Assessment (EA) has been prepared to describe and analyze the impacts associated with this action and is required since the applicant is seeking to amend the Paia-Haiku Community Plan to change the designation of a portion of the subject property from Single Family to Public/Quasi-Public. Thus, the EA is in compliance with Chapter 343, Hawaii Revised Statutes (HRS), Section 5-6, which states



that an environmental assessment shall be required for actions which *propose any amendments to existing county general plans where such amendment would result in designations other than agriculture, conservation, or preservation, except actions proposing any new county general plan or amendments to any existing county general plan initiated by a county*; and Chapter 200, Hawaii Administrative Rules, Environmental Impact Statement Rules.

The intent of the applicant is to establish conformity amongst the County's Pa'ia-Haiku Community Plan, County zoning and the State Land Use designations in order to allow the processing of the subdivision and complete implementation of the Doris Todd Memorial Christian Day School *Long-Range Plan for Facilities Development* (See: Appendix "D").

C. PROJECT PROFILE

Proposed Project: State and County Rezoning
Existing Land Use: Private school, Preschool to Grade 8
Total Project Area: 3.432 acres
Access: Baldwin Avenue

D. IDENTIFICATION OF THE APPLICANT/OWNER

Applicant: Doris Todd Memorial Christian Day School
519 Baldwin Avenue
Paia, Hawaii 96779
Phone: voice: (808) 579-9237
fax: (808) 579-9449
Contact: Ms. Carolyn Moore

Land Owner: A&B Hawaii, Inc.
P.O. Box 156
Kahului, Hawaii 96732
Phone: (808) 877-5523
Contact: Mr. Hideo Kawahara



E. ACCEPTING AGENCY

Name: Maui Planning Commission
c/o Department of Planning, County of Maui
Address: 250 South High Street
Wailuku, Hawaii 96793
Phone/Fax: Phone: (808) 270-7735
Fax: (808) 270-7969
Contact: Mr. Jeffrey S. Hunt

F. CONSULTANT

Land Use Planners: Chris Hart & Partners, Inc.
Address: 115 North Market Street
Wailuku, Maui, Hawaii 96793
Phone: Voice: (808) 242-1955
Fax: (808) 242-1956
Contact: Mr. Christopher L. Hart

G. MAJOR LAND USE, DEVELOPMENT AND CONSTRUCTION APPROVALS

1. Subdivision approval from the Department of Public Works and Environmental Management (DPWEM), County of Maui.
2. Grading/Grubbing Permit approval from the DPWEM.
3. Building, Electrical, and Plumbing Permits for future structures from the DPWEM.
4. National Pollution Discharge Elimination System (NPDES) General Permit from the Department of Health (DOH), State of Hawaii.



H. PRE-CONSULTED AGENCIES & PRIVATE INTERESTS

A. County of Maui

1. Department of Planning;
2. Department of Public Works & Environmental Management;

B. State of Hawaii

1. Department of Land and Natural Resources, Historic Preservation Division.

C. Other

1. Paia Main Street Association;
2. Property Owners within 500 feet (See: Appendix "J").

I. CONSULTED AGENCIES & PRIVATE INTERESTS

The Maui Planning Commission reviewed and commented on the Draft Environmental Assessment for the Doris Todd Memorial Christian Day School at its June 24, 2008 regular meeting. The Draft Environmental Assessment for the Doris Todd Memorial Christian Day School was published on April 8, 2008 by the State Office of Environmental Quality Control (OEQC) in its Environmental Notice bulletin. The publication initiated a 30-day public review period ending on May 8, 2008. The Draft EA was mailed to agencies below. All comment letters and responses are found in Appendix "K", unless noted otherwise.

PUBLIC AGENCIES:

State

1. Department of Health
2. Department of Transportation
3. Department of Land and Natural Resources
4. Historic Preservation Division, Department of Land and Natural Resources (See: Appendix "E")
5. Land Use Commission
6. Office of Hawaiian Affairs
7. Department of Business, Economic Development & Tourism, Office of State Planning (no response)



County

1. Department of Public Works
2. Department of Environmental Management
3. Department of Water Supply
4. Department of Parks & Recreation (no response)
5. Fire Department (no response)
6. Police Department
7. Department of Housing and Human Concerns (no response)
8. Civil Defense (no response)
9. Department of Planning (See: Appendix "I")

PRIVATE INTERESTS:

1. Maui Electric Company
2. Hawaiian Telcom

Notices of Application were mailed to all owners/lessees of record within 500 feet of the subject property on November 1, 2007, with a follow up mail out on November 9, 2007 containing additional information. Owners/lessees with 500 feet will also receive notice of the public hearing before the Maui Planning Commission regarding the requested land use entitlements.



II. DESCRIPTION OF THE PROPERTY AND PROPOSED ACTION

A. PROPERTY LOCATION

The subject properties are located within Pa'ia, Maui, Hawaii; TMK: (2) 2-5-005: 020 (portion), 044, and 052. (See: Figure Nos. 1 and 2, "Regional Location" and "Tax Map Key").

B. EXISTING LAND USE

The site is currently operated as the Doris Todd Memorial Christian Day School which has grades preschool to 8th grade. The site was originally leased from Hawaiian Commercial and Sugar Company (HC&S) by the Assemblies of God in the Hawaiian Islands in 1958. Doris Todd Memorial Christian Day School was established in 1956 and moved to its present site in 1961. Its original name, Pa'ia Baptist Nursery and Kindergarten, was changed in 1965 in memory of Mrs. Doris Todd who, along with her husband, Rev. Edward Todd, used their home as the original classrooms. On May 30, 1978, Doris Todd Memorial School was granted a Special Permit (SP78-294) with conditions by the State Land Use Commission for the expansion of the school on approximately 4 acres (See: Appendix "K",). The mission of Doris Todd Memorial Christian Day School is to "provide a Christ-centered, biblically-directed education which instills the desire and practice of academic excellence, moral integrity, patriotism, and church involvement to the glory of God."

The Doris Todd Memorial Christian Day School prepared a *Long Range Plan For Facilities Development* in 1992 (and updated in February 2004) for the "orderly development of new facilities" (See: Appendix "D"). The goal is to develop facilities to match the high quality of the academic program. The proposed facilities are not planned to increase enrollment, but rather to provide adequate size and quality of classroom space. The first phase was completed in 2001 with the construction of the Kindergarten and Grade 1 building (Building "A", 1,888 square feet). Phase II and IV were combined and in 2006, two new buildings (Building "B", 3,536 square feet & Building "C", 2,652 square feet) with seven total classrooms were completed. Future plans include a Library/Media Center, a pavilion, and replacement of the teachers' cottage.



In addition, the school consists of a 4,036 square foot classroom building originally constructed in 1968 with an addition in 1976, and a 7,372 square foot main school building containing the school office, chapel, and classrooms originally constructed in 1957 (See: Figure Nos. 3.1-3.2). There are also a 240 square foot shed, and a 480 square foot teachers' cottage on the site. An asphalt paved parking area provides stalls for 42 vehicles at the south corner of the site.

The school has minor ornamental landscape planting near the structures with grassed lawns, and palm, monkeypod, plumeria, and pine trees. The site also has a basketball court, play structures and other equipment associated with school activities.

The school currently has an enrollment of approximately 145 students with 23 administration, teaching, and support staff. The school day runs from 7:50 am to 2:15 pm, Monday through Friday.

C. LAND USE DESIGNATIONS

See: Figure No. 4, "Land Use Designations" & Appendix "B"

State Land Use Classification:	Agricultural
County Zoning:	Interim
Pa'ia-Haiku Community Plan:	Public/Quasi-Public (parcels 44 & 52), Single Family (por. parcel 20)
Flood Zone Designation:	C - Minimal flooding (<u>See:</u> Figure No. 5, "Flood Zone Map")
Special Designations:	None

D. DESCRIPTION OF PROPOSED ACTION

The Applicant is requesting a State District Boundary Amendment from Agricultural to Urban and County Zoning from Interim to Public/Quasi-Public (P-1) for parcels TMK (2) 2-5-005:044 & 052 and for 2.412 acres of TMK (2) 2-5-005: 020. The Applicant is also requesting a Community Plan Amendment from Single Family to Public/Quasi-Public for 2.412 acres of TMK (2) 2-5-005: 020. Ultimately, the Applicant wishes to complete implementation of its *Long-Range Plan for Facilities Development* (1992 & revised 2004) (See: Appendix "D"). The *Long-Range Plan* determined that the needs of the school include nine (9) classrooms, a teachers' lounge, a computer lab, a library-media center,



restrooms, and other amenities (See: Figure No. 9). The new facility was to have been built in four phases. The first phase, which included the Kindergarten and First Grade classrooms, was completed in 2001. The second (four classrooms) and fourth (three classrooms) phases were combined and completed in 2006. The third phase, which includes a library/media center, a pavilion, and the replacement of the teachers' cottage, may begin construction in two to three years.

The Owner is pursuing a subdivision (DSA 2.2892) in order to allow the Applicant to acquire ownership of the Doris Todd Memorial Christian Day School site. The subdivision received preliminary approval on April 26, 2005. An extension was granted on April 4, 2008 to May 13, 2009. The preliminary plan of the future subdivision is shown on Figure No. 8. Please note that the land use entitlements requested are for the Doris Todd Memorial Christian Day School site only (3.432 acres). The remainder of Parcel 20 (approximately 1,000 acres) will retain the Agricultural designations, along with agricultural uses.

E. ALTERNATIVES

1. No action

Analysis. As noted previously, the State Land Use Commission designates the area for Agricultural use, the Paia-Haiku Community Plan's Land Use Map designates the area for Public/Quasi-Public and Single Family use, and the County zoning designation for the area is Interim and Agricultural.

The "No Action" alternative would maintain the current inconsistency amongst the State land use, Community Plan designations and the County zoning. This would also not allow future subdivision of the parcel in order to allow the transfer of the school site to the Applicant. Fulfillment of the school's master plan would be more difficult.

2. Alternative Zoning

Analysis. Alternate zoning designations were considered, however a State Urban designation and Public/Quasi-Public zoning would be the most appropriate and allow the development of the school to its full potential.

3. Deferred Action

Analysis. This alternative would delay the change in use designations. This would delay the subdivision process and in turn, delay the transfer of the site to the Applicant. There would probably be an increase in construction costs for



subdivision improvements in the future that would be financially burdensome for the Owner and the Applicant.

4. Alternate Site

Analysis. This option would require that the applicant find and develop another property. The applicant does not own another suitable site and the land costs involved in acquiring a suitable site could be high given the current market.



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

A. PHYSICAL ENVIRONMENT

1. Land Use

Existing Conditions. The project area is located in the community of Upper Pa'ia, on the north coast of the island of Maui. Pa'ia was once one of Maui's major commercial and residential communities centered around the Pa'ia sugar mill factory. The town was created when the original mill was built in 1880. The mill at its present site began operations in 1906 as Maui Agricultural Company, Limited. At its peak during the 1930s and 1940s, Upper Pa'ia had a population of more than 10,000. The residential development of Kahului in the 1950s lured away sugar workers with the prospect of owning their own homes. This event led to the demise of Pa'ia as a population center. At the end of 2000, the sugar mill ceased operations and all sugar cane processing was transferred to the Puunene mill. The commercial area of Lower Pa'ia has been transformed from a plantation town into trendy shops, restaurants and boutiques that cater to tourists and ocean sport enthusiasts.

The subject property is situated adjacent to a range of land uses including agricultural, single-family residential, and public uses. To the north and east are agricultural lands that are community planned for single-family use. To the south and southwest across Baldwin Avenue are the single family residences of Skill Village. To the northwest is a site used by the Teens-On-Call vocational program for youths to be developed into an agriculture/aquaculture training program. Beyond that is the former HC&S Paia Sugar Mill which ceased operations in 2000.

The following is a description of zoning, community plan designations, and existing land uses adjacent to the subject property:

North:
State Land Use: Agricultural
Zoning: Agricultural
Community Plan: Single Family
Existing uses. Sugar cane cultivation.



East:	<u>State Land Use:</u> Agriculture <u>Zoning:</u> Agricultural <u>Community Plan:</u> Single Family Existing uses. Sugar cane cultivation.
South:	<u>State Land Use:</u> Urban <u>Zoning:</u> R-1 Residential <u>Community Plan:</u> Single Family Existing uses. Single family residences.
West:	<u>State Land Use:</u> Urban, Agricultural <u>Zoning:</u> R-1 Residential, Agricultural <u>Community Plan:</u> Single Family, Agricultural Existing uses. Single-family residences, youth vocational program.

The State Land Use Designation has been Agricultural since the State Land Use District Boundary Map was adopted in 1963. The Paia-Haiku Community Plan designation has been Public/Quasi-Public and Single Family since the 1983 adoption of the said community plan. Maui County, which established the Agricultural District in 1998, designates the site as Agricultural on Land Zoning Map No. 15. However, the community plan/zoning overlay map designates the site as Interim zoning, due to the inconsistency with the State Land Use Boundary and Paia-Haiku Community Plan designations. The site lies within the Urban Growth Boundary identified in the 2008 Draft Maui Island Plan for Paia-Haiku (**See:** Figure No. 11).

Potential Impacts and Mitigation Measures. From a regional planning perspective, urban land uses should occur within areas that offer compatible land uses, as well as, proximate infrastructure and services capable of serving the development.

Upper Pa'ia has been an agribusiness community for over a century although it is no longer the major residential/commercial center it once was. Public services, which included schools, were developed to support the community. The nearby Pa'ia Elementary School provides public education while the Doris Todd Memorial Christian School provides a Christian-based education alternative for the community.

2. Topography and Soils

Existing Conditions. The subject property slopes to the north from its highest point along the southern boundary. Elevations on the site range from approximately 240 feet above mean sea level (AMSL) at the southern boundary to approximately 220 feet AMSL at the northern boundary.



The soil type specific to the subject property is Paia silty clay (PcB), 3 to 7 percent slopes (See: Figure No. 6). The soil is characterized as dark reddish brown with moderate permeability, slow runoff with slight erosion hazard. Water capacity is 1.3 inches per foot on the surface and 1.6 inches at subsoil. This soil type is used for sugar cane production with small acreages in residential use.

Potential Impacts and Mitigation Measures. Based on the relative uniform topography of the site there will be minimal grade alterations for potential subdivision improvements. The soil analysis suggests that the proposed land uses are suitable for existing uses of the site.

3. Flood and Tsunami Zone

Existing Conditions. According to the Flood Insurance Rate Map No. 150003-0195C for this region, the entire project site is situated within Flood Zone C, which is subjected to minimal flooding (See: Figure No. 5). The project site is located approximately one mile from the nearest shoreline.

Potential Impacts and Mitigation Measures. During subsequent subdivision and building permit application processing, the applicant may be required to comply with Maui County Code Chapter 20.08, Soil Erosion and Sediment Control. All proposed improvements will meet necessary requirements so that no adverse flood hazards impact neighboring or downstream properties. See Subchapter D.3 for a discussion on drainage.

4. Terrestrial Biota (Flora and Fauna)

Existing Conditions. The project site was previously used for residential and agricultural uses, and therefore has been altered from its natural state. Trees on site include palm, pine, plumeria, and monkeypod. Other vegetation found on site includes croton, hibiscus, snow bush, ginger, ti, and various grasses and weeds. Feral mammals typically found in this area include mongoose, cats, dogs, and rodents. Avifauna commonly found in this area includes the common mynah, several species of dove, cardinal, house sparrow, and house finch.

Potential Impacts and Mitigation Measures. There are no known significant habitats of rare, endangered or threatened species of flora and fauna located on the subject property. Therefore rare, endangered, or threatened species of flora and fauna will not be impacted by the proposed project.



5. 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.

In general, air quality in the Paia area is considered relatively good. The Paia HC&S sugar cane mill, which had been a major source of air emissions in the area, ceased operation in 2000. 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 Paia 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.

Potential Impacts and Mitigation Measures. Air quality impacts attributed to the proposed project could include dust generated by construction-related activities.

The proposed change in zoning and district boundary amendment in itself does not require infrastructure improvements, however there may be requirements for subdivision and building permit approval. These improvements are not expected to significantly affect air quality. Thus, the proposed project is not anticipated to be detrimental to local air quality.

6. Noise Characteristics

Existing Conditions. The noise level is an important indicator of environmental quality. 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.

Noise levels in the vicinity of the project area are generally low. Traffic noise from the Baldwin Avenue is the predominant source of background noise in the vicinity of the subject property. Other background noises come from the adjacent Skill Village residential area located across Baldwin Avenue. The former HC&S Paia Sugar Mill, located nearby and once a primary source of significant noise, ceased operations in 2000.

Potential Impacts and Mitigation Measures. In the short-term, the proposed subdivision and buildings could generate some adverse impacts during construction of improvements. To minimize construction related impacts to the surrounding neighbors,



the applicant will limit construction activities to normal daylight hours, and adhere to the State Department of Health's noise regulations for construction equipment. In the longer-term, the proposed project is not expected to generate a significant increase in traffic and should not impact existing noise conditions in the area.

7. Archaeological/Historical Resources

Existing Conditions. The structures on the project site were constructed between 1968 and 2006 and no formal archaeological or cultural assessment has been conducted on the site. The subject area is the site of a plantation residential area called Store Village, presumably because the Paia Camp Store was located there or possibly because of the close proximity of the Paia Store, a large plantation run general store. As noted earlier, the Paia Sugar Mill began its operation in 1906 and the Paia community grew around it becoming one of the largest populated area on the island.

Based on the fact that the area has been in residential use for almost a century, no cultural activities of native Hawaiians or any other ethnic group has been identified.

Potential Impacts and Mitigation Measures. A letter from the State of Hawaii Historic Preservation Division dated February 22, 2006 regarding the subdivision to create the subject project site (See: Appendix "E"). The letter concludes that "no historic properties will be affected by the proposed subdivision action." The SHPD requests the opportunity to review future development plans only for Lot B-3 and acknowledges that the school is pre-existing with no structures over 50 years old.

Since the site has been used for residential and school/church purposes for at least 99 years, it is unlikely that sub-surface archaeological or cultural resources will be discovered during any ground disturbance. However, should cultural deposits or burial remains be found during construction of buildings and subdivision improvements, all work will be stopped in that area and the SHPD will be consulted immediately for proper analysis and treatment. No cultural activities are practiced on the project site or on adjacent properties, therefore the proposed action will not have an adverse effect on the cultural beliefs, practices, and cultural resources of native Hawaiians or any other ethnic group.

8. Visual Resources

Existing Conditions. Upper Pa'ia has sweeping views of the Pacific Ocean, West Maui Mountains and Haleakala. The former HC&S Pa'ia Sugar Mill is prominent to the northwest while Haleakala dominates to the southeast. The existing school/church structures are one-story buildings.



Potential Impacts and Mitigation Measures. The change in zoning and land use designation and plans for the proposed subdivision does not include construction of any structures. The long range facilities development plan does not include structures taller than one-story. Thus, there are no impacts to public view corridors, or the visual character of the site and its immediate environs.

9. Agricultural Resources

Although the project site is designated Agricultural by the state, the *Land Study Bureau Bulletin No. 7* (University of Hawaii, May, 1967) designates the site as Urban (**See:** Figure No. 7). The site, therefore, was not evaluated by the LSB for agricultural classification. The *Agricultural Lands of Importance to the State of Hawaii*¹ (ALISH) likewise does not consider the project site for classification (**See:** Figure No. 7). However, analyses of agricultural resources pursuant to Chapter 205, Hawaii Revised Statutes (HRS) and §19.30A, MCC are provided in Sections IV.A (pages 25-26) and IV.D (pages 30-31), respectively.

According to Mr. Hideo Kawahara, A&B Properties, Inc., the property is located in what used to be a residential plantation camp and, thus, was never used for large scale agricultural purposes by A&B or its predecessors.

Potential Impacts and Mitigation Measures. The project area was previously used for residential purposes and the site has been used for hospital, school, church and community purposes for the last 112 years (**See:** III.B3 “Cultural Resources”). The site is also designated as Public/Quasi-Public in the Paia-Haiku Community Plan and not evaluated for agricultural classification by the Land Study Bureau and ALISH. Therefore, based on the foregoing and the analyses in Sections IV.A and IV.D, the proposed action does not have an impact on agricultural resources.

B. SOCIO-ECONOMIC ENVIRONMENT

1. Population and Housing

Existing Conditions. The population of the County of Maui has exhibited relatively strong growth over the past decade with a 2000 population of 128,241, a 27.6% increase over 1990 population of 100,504. The 2000 population of Maui Island was 117,644. The

¹ State Department of Agriculture, November, 1977



2000 population of the Paia-Haiku District was 11,866, or 10.1% of Maui Island's population.²

Potential Impacts and Mitigation Measures. The proposed project will not lead to a direct impact on population levels since there is no residential component. Therefore, the proposed project is not expected to have an impact upon local population levels and housing.

2. Economy

Existing Conditions. The Pa'ia economy was once based primarily upon the agricultural industry. As agriculture declined and the population center moved to central Maui, the commercial center gradually transformed into trendy restaurants and boutiques catering to visitors, particularly ocean sport enthusiasts. The closure of the Pa'ia Sugar Mill in 2000 symbolized the demise of agriculture in the community. Sugar continues to be cultivated in the vicinity and processed at the Pu'unene Sugar Mill. Since the school does not intend to increase enrollment, additional staffing will not be required.

Potential Impacts and Mitigation Measures. The proposed project is not expected to have any economic impacts.

3. Cultural Resources

A Cultural Impact Assessment (CIA) report for this project was prepared by Ms. Jill Engledow (September 2008) as requested by the Maui Planning Commission and the Office of Hawaiian Affairs (See: Appendix "L"). A cultural impact assessment includes information relating to the practices and beliefs of a particular cultural or ethnic group or groups. The types of cultural practices and beliefs subject to assessment may include subsistence, commercial, residential, agricultural, access-related, recreational, and religious and spiritual customs. The intent of a CIA is to identify any cultural practices and beliefs through consultation and documentary research and, if any are identified, recommend measures or alternative actions to minimize any adverse effects arising out of the proposed action.

Existing Conditions. The project site is in the land district or *ahupua'a* of Hamakuapoko on the northern shore of Maui. The CIA details the history of the district, as well as the history of the Doris Todd Memorial Christian Day School. The report notes that there is little mention in early documents of the Paia area and that the area's dry plains and

² Maui County Community Plan Update Program: Socio-Economic Forecast, SMS Research, June 14, 2002.



slightly arid temperatures made for less than ideal conditions for early settlement, other than areas along the coast.

While it is known that the Paia Mill was constructed in 1905, it is not certain when the first “camps” were built. Census data indicates that the community quickly grew to one of the largest populated areas on the island. Workers from foreign countries came to work in the fields and the mill and resided in the “camps” or villages.

The Doris Todd Memorial Christian Day School site is located in the northwest portion of what was known as Store Village, named for the Paia Camp Store located there. To the southwest across Baldwin Avenue was Skill Village (called Mill Village on plantation maps) which has remained a residential area now known as the Skill Village subdivision. To the southeast was Nashiwa Village, location of the original Nashiwa Bakery, and to the south was Orpheum Village now both sugar cane fields. To the north, across an existing gulch, was Spanish-Hawaiian Village and to the east was School Village. These areas are also currently sugar cane fields, except for the Paia Elementary School. Except for the Doris Todd site, the rest of Store Village is also sugar cane field.

Research for the CIA revealed that the Doris Todd Christian Day School was the site of a hospital that opened in 1896 and later used, by 1909, as the “Pa’ia Clubhouse for bachelors”. (Engledow, 16) A Store Village map (estimated to have been produced in the mid-1950s), provided by the Alexander & Baldwin Sugar Museum, shows a group of buildings labeled “E.M.C.A. Hall” (East Maui Community Association) on Parcel 44 and a building labeled “Teen Age Hall” on Parcel 52 (**See**: Figure No. 10). According to County Real Property records, the East Maui Community Association was a lessee of Parcels 44 & 52 from 1949 up until 1958 when the Assemblies of God in the Hawaiian Islands assumed the lease.

Potential Impacts and Mitigation Measures. The Doris Todd Christian Day School CIA notes that there is little documentation or evidence about the precontact occupation of the Paia area:

Because sugar growing (and possibly wild cattle) apparently obliterated most signs of precontact occupation in the Pa’ia area, it is possible only to speculate about cultural practices and beliefs from precontact times. (Engledow, 23)

It is presumed that precontact Hawaiians would have cultural practices similar to natives of other areas of Maui. The CIA goes on to say:

In postcontact times, Māhele records seem to indicate that Hāmākuapoko was sparsely populated, with dryland gardens the primary type of agriculture. And though some



Hawaiians in this area as well as the rest of the Islands discouraged their children from carrying on traditional practices, old ways of fishing and some use of native plants for medicine continued. (Engledow, 23)

There is much evidence, however, of the communities of the plantation camps and the sharing of the various traditions and customs. This sharing, along with the sharing of food and other resources and the concepts of self-sustenance, is reminiscent of the traditions of old Hawaii. If anything of Hawaiian cultural significance was present on the school site, the development of the plantation camps in the area has likely diminished the presence of any cultural materials. The school site appears to have been in public/quasi-public use at least since 1896 (112 years), initially as a hospital, as a community center (“East Maui Community Association”) and youth center (“Teen Age Hall”), and later as churches and schools.

The CIA report concludes that “there do not appear to be any cultural resources that might be impacted by the proposed subdivision and Community Plan Amendment”, therefore the proposed action has no impact on cultural resources and “no mitigation measures are necessary”.

C. PUBLIC SERVICES

1. Recreational Facilities

Existing Conditions. The Paia-Haiku area has a wide reputation as a recreational destination, particularly for ocean related activities. Ocean sports and recreation available in the district include swimming, fishing, surfing, scuba diving, snorkeling, board sailing, para-sailing, and organized individual and team athletic activities, as well as social gatherings. State and County facilities in the Pa’ia District include the H. A. Baldwin Beach Park, Ho’okipa Beach Park, Pa’ia Gymnasium, Pa’ia Community Center and Rainbow Park.

Potential Impacts and Mitigation Measures. The proposed action is not anticipated to have any significant impact upon existing recreation facilities and services in the region.

2. Police and Fire Protection

Existing Conditions. Police protection for the region is provided by the Maui County Police Department (MPD) headquartered at the Wailuku station approximately 20 miles away. The Central Maui patrol includes approximately 100 full time personnel. MPD



also maintains a substation at the Eddie Tam Memorial complex in Makawao, approximately 7 miles away.

Fire prevention, suppression, and protection is provided by Maui County Fire Department's Paia Station, located on Hana Highway in Paia, approximately 1 mile from the subject property. The Paia station is staffed by fifteen full-time personnel.

Potential Impacts and Mitigation Measures. The proposed project will not extend the existing service area limits for emergency services. Thus, the proposed project is not anticipated to have an adverse impact upon existing police and fire protection services.

3. Schools

Existing Conditions. The Paia-Haiku District is serviced by both private and public schools, which provide education for preschool through intermediate school age children. Paia Elementary School is located *mauka* (southeast), approximately .6 of a mile away. The Kalama Intermediate School is located in Makawao and King Kekaulike High School is located in Pukalani. The Doris Todd Memorial Christian School has a current enrollment of approximately 145 students and has had an enrollment between 135 and 170 since the high school grades (9-12) were closed in 1988. (**Note:** With the high school grades, peak enrollment was 258 students in 1981)

Doris Todd Memorial Christian Day School is licensed with the Hawaii Council of Private Schools and accredited by and a member of the Association of Christian Schools International (A.C.S.I.). It is also a member of the Hawaii Association of Independent Schools.

Potential Impacts and Mitigation Measures. Future plans for the Doris Todd Memorial Christian School are designed to accommodate a preferred enrollment of approximately 200, although actual enrollment averages less than that. By providing a slight increased enrollment opportunity, the school improvements may have a positive effect by reducing public school enrollment (thereby reducing the student-teacher ratio). The school provides an educational alternative with a Christian environment for the community.

4. Medical Facilities

Existing Conditions. Major medical facilities are located approximately 10 miles from the project site at Maui Memorial Medical Center and the Kaiser Permanente Health



Clinic. Various private practices and clinics also provide services in Haiku, Makawao, Pukalani. Emergency medical response service is available in Paia.

Potential Impacts and Mitigation Measures. The proposed project is not anticipated to have a significant impact upon medical services in terms of service area.

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.

Potential Impacts and Mitigation Measures. The proposed project is not anticipated to have a significant impact upon solid waste disposal.

D. INFRASTRUCTURE

1. Water

Existing Conditions. The Doris Todd Memorial Christian School is serviced by Department of Water Supply's (DWS) Central Maui system through two existing $\frac{3}{4}$ inch meters. The Iao Aquifer is the primary source for this system. Majority of the water is withdrawn from this aquifer in the vicinity of Iao Stream and Waiehu Stream with the balance withdrawn from the adjacent Waihee aquifer. The Paia aquifer lies below the proposed project and has an approximate yield of 8 million gallons per day.

There are two water mains, a 6-inch and an 8-inch, located along Baldwin fronting the project site. Both of these mains are fed from a 100,000 gallon storage tank approximately 1,000 feet southeast of the project site. The nearest fire hydrant is at the intersection of Baldwin Avenue and Mahi Ko Street, across the street from the project site.

Potential Impacts and Mitigation Measures. The applicant has completed water system improvements required by the Department of Water Supply (DWS) for the construction of the new classroom buildings. The improvements included the installation of two $\frac{3}{4}$ " meters to meet the required domestic and irrigation flows (See: Appendix "F"). Fire hydrants have been installed on Baldwin Avenue near the south corner of the parking lot and at the north end of the parking lot near the new classroom buildings. These fire hydrants provide the required flows for adequate fire protection.



During the subdivision and future building permit processing, the applicant will comply with other water system requirements of the DWS, if any.

2. Sewer

Existing Conditions. The Central Maui Wastewater Reclamation Facility (CMWRF), located to the west of the project site, serves the Pa'ia area. An 8-inch sewer main provide sewer service to the project area. Sewage continues to the CMWRF via a series of pump stations, force mains, and gravity lines. Wastewater calculations are provided in Appendix "F".

Potential Impacts and Mitigation Measures. During subdivision and building permit application processing, the applicant has complied and will continue to comply with the wastewater requirements of the Department of Public Works and Environmental Management.

3. Drainage

Existing Conditions. The project site currently sheet flows towards and into the Haiku Ditch, which is owned and operated by HC&S. The existing flow produced by the project site is 7.38 cfs. Currently, no evidence of major erosion is present on the parcels.

Potential Impacts and Mitigation Measures. After development of the site according to the school's long range plan, the total storm flow is anticipated to be 7.45 cfs, an increase of 0.70 cfs (See: Appendix "G"). Two retention/detention basins will be used to retain runoff using a series of drain inlets and grass swales for transport and will reduce storm water runoff to 2.60 cfs. This has the effect of significantly reducing existing offsite runoff (by 4.78 cfs or 7,423 cubic feet). Percolation into the ground serves as natural filtration and the basins will act as sedimentation basins during large storms. During the subdivision and building permit processes, the applicant have complied with and will continue to comply with the grading requirements of the Department of Public Works and the Department of Environmental Management.

4. Roadways and Traffic

Existing Conditions. The automobile is the primary source of transportation on Maui. An extensive roadway system exists in the Pa'ia area. Right-of-way widths vary with each roadway. Most roads are paved with asphaltic concrete and concrete curbing and sidewalks while others have limited curbs.



Within the study area is one main road, Baldwin Avenue, a two-lane County collector that is the primary roadway connecting Paia and Makawao. It runs from Hana Highway at the northwest end to Makawao Avenue and Olinda Road at the southeast end. Access to Baldwin Avenue is not limited. In the vicinity of the proposed project there is a pedestrian sidewalk on the Haiku side of Baldwin Avenue. At the project site there is a posted speed limit of 20 mph.

As noted previously, Paia Elementary School is within a half mile of the proposed project. The heaviest traffic hours on Baldwin Avenue in the vicinity are Monday through Friday between 7:15 a.m. and 8:15 a.m. and between 2:00 p.m. and 3:00 p.m. when school is in session. A Traffic Assessment was prepared by Phillip Rowell & Associates dated December 22, 2005 using traffic counts completed in December 2005 (See: Appendix “H”). Since the proposed action is not intended to increase enrollment, the report evaluates the existing conditions at the Doris Todd School entrance and exit. The assessment determined the Level-of-Service (LOS) rating using delay times and concluded that during peak periods, the entrance operates at a LOS of “A” and the exit at a LOS of “B”, which are the highest levels of service.

	Baldwin Avenue left turn into Project Entrance	Project Site exiting onto Baldwin Avenue
AM Peak Hour	7:15 – 8:15 am	
Level of Service	A	B
Delay (seconds)	7.9	10.2
PM Peak Hour	2:00 – 3:00 pm	
Level of Service	A	B
Delay (seconds)	7.9	10.9

Obviously, the students of the school are not of age to obtain drivers licenses so they are driven to school by parents or other authorized drivers. Since the student body comes from all over the island and the school does not utilize a bus service, parents are put in touch with other parents in their neighborhoods and encouraged to carpool.

The public transportation system provided by the County of Maui, The Maui Bus, does not currently have any routes on Baldwin Avenue. The nearest bus stop is at the Paia Community Center on Hana Highway which is serviced by the Haiku Islander Route and the Haiku-Wailea Commuter Route.



Potential Impacts and Mitigation Measures. The Traffic Assessment concludes that no roadway improvements are warranted. The future proposed facilities are not planned to increase enrollment, but rather to provide adequate size and quality of classroom space. Since the proposed action itself will not increase enrollment, traffic patterns are expected to remain the same.

In an April 7, 2008 letter, the Maui Police Department commented that “there should not be any significant impacts upon vehicular and pedestrian movement in the area during the cited peak times ...” since the school is not intending to increase enrollment (See: Appendix “K”). Their other concerns were health and safety issues for the adjoining residential area during the periods of construction. Care will be taken that traffic on Baldwin Avenue is not impeded during any future construction and all construction vehicles will be limited to parking onsite. The school will limit future construction activities to normal daylight hours, and adhere to the State Department of Health’s noise regulations for construction equipment.

5. Electrical and Telephone

Existing Conditions. Electrical service to the subject property is provided by Maui Electric Company, Ltd. (MECO) overhead powerlines.

Hawaiian Telcom maintains overhead telephone lines that provide data and voice communications to the subject property. A switching station is located across Baldwin Avenue northwest of the project site.

Cable television and data service is provided by Oceanic Time Warner Cable of Hawaii.

The Doris Todd Memorial Christian Day School does not operate a cafeteria onsite. It utilizes a catering service to provide lunches for the students. There are also no shower or laundry facilities for the students.

Potential Impacts and Mitigation Measures. Due to the low demand for heated water, solar heating is not utilized. Construction of the new structures have complied with Chapter 16.26.1300 “Energy Conservation”, Maui County Code. All new structures will also comply with Chapter 16.26.1300. Where practicable and economically feasible, structures will exceed the building efficiency standards for the State of Hawaii.

During the subdivision and building permit processes, the applicant will comply with the requirements of the appropriate public utilities.



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 major land use districts into which all lands in the State are placed. These districts are designated Urban, Rural, Agricultural, and Conservation. The subject property is within the Agricultural District. The applicant is proposing a district boundary amendment from Agricultural to Urban, in order to establish conformity with the County's Community Plan. This would also facilitate the processing of the Change in Zoning and subdivision applications. Since the subject property is less than fifteen (15) acres, the applicant is petitioning the County of Maui for a district boundary amendment for land presently in the Agricultural District.

Hawaii Administrative Rules Chapter 15-15

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 standard:

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

The Skill Village Subdivision is located to the southwest across Baldwin Avenue. These parcels have densities that are more "city-like". The lands surrounding the subject site are also community planned for single family development.

(2) It shall take into consideration the following specific factors:

(A) Proximity to centers of trading and employment except where the development would generate new centers of trading and employment;

The subject property is approximately 1 mile from the center of Lower Pa'ia, the largest north shore commercial center other than Kahului.



(B) 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

Section III.C of this document discusses the availability of public services to for the subject property.

(C) Sufficient reserve areas for foreseeable urban growth;

Undeveloped lands to the north and east of the project site are community planned for single family development.

(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;

As discussed in Sections III.A.3 and III.D.3, the project site is situated in Flood Zone “C” (minimal flooding) and the proposed action will not impact the existing topography and will actually improve drainage conditions in the area.

(4) Land contiguous with existing urban areas shall be given more consideration than non-contiguous land, and particularly when indicated for future urban use on state or county general plans;

As previously mentioned, lands to the west and south have urban designations and lands to the north and east have agricultural designations, but are community planned for single family.

(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;

The Pa’ia-Haiku Community Plan designations for the project site are Public/Quasi-Public and Single Family.

(6) It may include lands which do not conform to the standards in paragraphs (1) to (5):

(A) When surrounded by or adjacent to existing urban development; and

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

As stated previously, properties across Baldwin Avenue have similar densities and attributes.



(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

As discussed in Section III.D, public infrastructure and support services are adequate for the proposed Urban designation.

(8) It may include lands with a general slope of twenty per cent 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 the public health, welfare and safety, and the public's interests in the aesthetic quality of the landscape.

The general slope of the subject property is less than twenty percent. During the subdivision application process and building permit process, development plans will be reviewed by County and State agencies for compliance with all appropriate ordinances, statutes, and rules which protect the public's health, welfare and safety.

Hawaii Revised Statutes, Chapter 205

Pursuant to Chapter 205, Section 44, HRS *Standards and Criteria for Identification of Important Agricultural Lands*, the project site does not qualify as Important Agricultural Lands:

(1) Land currently used for agricultural production;

The school site has not been used for any agricultural production for over a hundred years.

(2) Land with soil qualities and growing conditions that support agricultural production of food, fiber, or fuel and energy-producing crops;

A description of the soil quality is given in Section III.A.2. Recommended uses are sugar cane cultivation, and home sites. According to the *Detailed Land Classification – Island of Maui* (Land Study Bureau, 1967), the most productive agricultural lands are located between Makawao and Ulupalakua (west of the project site) above the 2000 foot elevation (the project site is between the 220 and 240 foot elevations). The study does not classify the project site since it is considered an urban area.

(3) Land identified under agricultural productivity rating systems, such as the agricultural lands of importance to the State of Hawaii (ALISH) system adopted by the Board of Agriculture on January 28, 1977;



The land was not considered for evaluation in the ALISH rating system.

(4) Land types associated with traditional native Hawaiian agricultural uses, such as taro cultivation, or unique agricultural crops and uses, such as coffee, vineyards, aquaculture, and energy production;

Although the land may have been used for traditional Hawaiian agriculture prior to the establishment of the sugarcane industry, the land type has not been associated with traditional Hawaiian agricultural uses or unique agricultural crops.

(5) Land with sufficient quantities of water to support viable agricultural production;

The land is currently served by the public water system. The existing water meters would not be adequate for intensive agricultural production without a storage tank. According to the *Detailed Land Classification – Island of Maui* (Land Study Bureau, 1967), mean annual rainfall is 25 to 40 inches.

(6) Land whose designation as important agricultural lands is consistent with general, development, and community plans of the county;

As noted previously, the project site is County zoned Interim and designated as Public/Quasi-Pubic and Single Family in the Paia-Haiku Community Plan, and thus is not consistent with the State designation.

(7) Land that contributes to maintaining a critical land mass important to agricultural operating productivity; and

The land is adjacent to Agricultural zoned (State) and Interim zoned (County) properties and is not part of a larger agricultural operation. Lands across Baldwin Avenue are zoned Urban (State) and R-1 Residential (County).

(8) Land with or near support infrastructure conducive to agricultural productivity, such as transportation to markets, water, or power.

The land has near support infrastructure for agricultural productivity.

Analysis: Although the subject parcel may merit some consideration, it does not meet enough of the standards and criteria to be designated Important Agricultural Lands.



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. The following General Plan Themes, Objectives and Policies are applicable to the proposed project:

I. B. Land Use

Objective No. 1.: *To preserve for present and future generations existing geographic, cultural and traditional community lifestyles by limiting and managing growth through environmentally sensitive and effective use of land in accordance with the individual character of the various communities and regions of the County.*

Policies:

- b. Provide and maintain a range of land use districts sufficient to meet the social, physical, environmental and economic needs of the community.*

Objective No. 2.: *To use the land within the County for the social and economic benefit of all the County's residents.*

Analysis: Land use on the subject property will remain the same. The Doris Todd Memorial Christian School provides a Christian-based education alternative for the community.

Objective No. 3.: *To preserve lands that are well suited for agricultural pursuits.*

Policies:

- a. Protect prime agricultural lands from competing nonagricultural land uses.*
- d. Discourage the conversion, through zoning or other means, of productive or potentially productive agricultural lands to nonagricultural uses, including but not limited to golf courses and residential subdivisions.*

Analysis: As established in Section III.A.9 and further analyzed in Section IV.A, the project site is not essential to the preservation of agricultural pursuits in the County.

V.D. EDUCATION



Objective No. 1: *To provide Maui residents with continually improving quality educational opportunities which can help them better understand themselves and their surroundings and help them realize their ambitions.*

Policies:

- a. Support educational and training programs that will equip our people with knowledge and skills that can be utilized in our basic industries and encourage those industries to be innovative so as to provide new and different employment opportunities.*
- b. Seek continual improvement in the quality of education at all levels for all residents.*

Analysis: The school offers an educational alternative to the public school system.

C. PAIA-HAIKU COMMUNITY PLAN

Nine community plan regions have been established in Maui County. Each region's growth and development is guided by a community plan, which contains objectives and policies in accordance with the Maui County General Plan. The purpose of the community plan is to outline a relatively detailed agenda for carrying out these objectives.

The subject property is located within the Pa'ia-Haiku region. The Community Plan was adopted by ordinance No. 2415 in 1995.

The Pa'ia-Haiku Community Plan designation for 1.02 acres of the subject property is Public/Quasi-Public. The rest of the property, 2.412 acres, is the subject of the application for Community Plan Amendment from Single Family to Public/Quasi-Public.

The following Goals, Objectives, Policies and Implementing Actions are applicable to the proposed project:

SOCIAL INFRASTRUCTURE

Education

Goal



Quality education that meets the needs of residents and provides a solid foundation for self-understanding and enrichment, and future educational and employment opportunities.

Objectives and Policies

1. *Provide permanent school facilities with the region as needed. Avoid the use of portable structures when permanent facilities are warranted*

Analysis. The Doris Todd Memorial Christian School provides a curriculum that is interpreted and applied from a Christ-centered Biblical perspective.

D. COUNTY ZONING

The applicant is requesting a Change in Zoning from Interim to Public/Quasi-Public (P-1) in order to ultimately allow for the subject properties to be consolidated and re-subdivided. A request for a “Change in Zoning” must meet the following criteria as found in MCC § 19.510.040.4:

- a. *The proposed request meets the intent of the general plan and objectives and policies of the community plans of the county;*

Analysis: As described in Section IV, parts B and C, the proposed action meets the intent of the general plan and the objectives and policies of the Pa’ia-Haiku Community Plan.

- b. *The proposed request is consistent with the applicable community plan land use map of the county;*

Analysis: The Pa’ia-Haiku Community Plan, adopted in 1995 by ordinance 2415, identifies 1.02 acres of the project site as Public/Quasi Public and 2.412 acres as Single Family. A Community Plan Amendment application is being submitted concurrently with this Change in Zoning request to change the Single Family designation to Public/Quasi-Public. Thus, the proposed Change in Zoning will ultimately be consistent with the Community Plan Land Use Map.

- c. *The proposed request meets the intent and purpose of the district being requested;*

Analysis: Pursuant to MCC Section 19.31.010, Public/Quasi-Public Districts were established “to provide for public, nonprofit or quasi-public uses.” The Doris Todd Memorial Christian Day School is a quasi-public use.



The proposed zoning conforms with the County General Plan and creates conformity with the Community Plan land use designation.

- d. *The application, if granted, would not adversely affect or interfere with public or private schools, parks, playgrounds, water systems, sewage and solid waste disposal, drainage, roadway and transportation systems, or other public requirements, conveniences and improvements.*

Analysis: As described in Section III, items C and D, the proposed Change in Zoning will not significantly impact schools, parks, playgrounds, water systems, sewage and solid waste disposal, drainage, traffic, or other public infrastructure and services.

- e. *The application, if granted would not adversely impact the social, cultural, economic, environmental, and ecological character and quality of the surrounding area.*

Analysis: As discussed in Section III, the proposed action will not adversely impact the social, cultural, economic, environmental, and ecological character and quality of the surrounding area;

- f. *If the application for change in zoning involves the establishment of an agricultural district with a minimum lot size of two acres, an agricultural feasibility study shall be required and reviewed by the Department of Agriculture and the U.S. Soil Conservation Service.*

Analysis: Not Applicable.

According to MCC Section 19.30A.020, agricultural lands that meet at least two of the following criteria should be given the highest priority for retention in the agricultural district:

- A. *Agricultural Lands of Importance to the State of Hawai'i (ALISH);*

The ALISH system does not consider the project site for classification (**See:** Figure No. 7).

- B. *Lands not classified by the ALISH system whose agricultural land suitability, based on soil, topographic, and climatic conditions, supports the production of agricultural commodities, including but not limited to coffee, taro, watercress, ginger, orchard and flower crops and nonirrigated pineapple. In addition, these lands shall include*



lands used for intensive animal husbandry, and lands in agricultural cultivation in five of the ten years immediately preceding the date of approval of this chapter; and

The subject property is not classified by the ALISH system. Based on the soil classification, the property is suitable for sugar cane production, however the current owner, A&B Properties Inc., represents that the land has not been used for crop cultivation for at least 57 years.

C. *Lands which have seventy-five percent or more of their boundaries contiguous to lands within the agricultural district. (Ord. 2749 § 3 (part), 1998)*

The boundaries of the subject property is seventy-five percent contiguous to lands within the State Agricultural District (County Interim zoning).

Analysis. Since only Criteria C is met, the property does not have a high priority for retention in the Agricultural District.



V. HRS CHAPTER 343 SIGNIFICANCE CRITERIA

A finding of no significant impact (FONSI) is anticipated and therefore an environmental impact statement will not be required for the proposed action. This determination has been made in accordance with the following significance criteria specified in Section 11-200-12 of the Department of Health rules relating to Environmental Impact Statements:

- A. *Involves an irrevocable commitment to loss or destruction of any natural or cultural resource.*

As documented in this report, there are no significant cultural or natural resources on the property.

- B. *Curtails the range of beneficial uses of the environment.*

The area surrounding the subject property was, at one time, entirely in residential use. The subject property has been in public/quasi-public use since at least 1896, therefore the proposed project does not introduce a new use to the area. The project will not curtail the range of beneficial uses of the environment in the project vicinity.

- C. *Conflicts with the state's long-term environmental policies or goals and guidelines as expressed in Chapter 344, HRS, and any revisions thereof and amendments thereto, court decisions, or executive orders.*

The project is being developed in compliance with the state's long term environmental goals. As documented in this report, adequate mitigation measures will be implemented to minimize the potential for negative impacts to the environment.

- D. *Substantially affects the economic or social welfare of the community or state.*

In the short term, the project will result in increased employment and business opportunities. The school has a positive effect on the social welfare of the community by providing an alternative curriculum from a Christ-based perspective. As documented in this report, there will be no significant negative long term impacts to the socio-economic environment.

- E. *Substantially affects public health.*



There are no special or unique aspects of the project which will have an impact on public health.

- F. *Involves substantial secondary impacts, such as population changes or effects on public facilities.*

The proposed project will not lead to a substantial impact on population levels due to its relatively small scale. As documented in this report, the project will not result in a significant negative impact on public facilities.

- G. *Involves a substantial degradation of environmental quality.*

Mitigation measures will be implemented during construction to minimize negative short term impacts such as soil erosion and sedimentation. The project design will incorporate a drainage system that will minimize degradation of the environmental quality.

- H. *Is individually limited but cumulatively has considerable effect upon the environment or involves a commitment for larger actions.*

The project does not involve a commitment for larger actions on behalf of the applicant or any public agency. In terms of cumulative impacts, the project site is situated within an area that historically has had residential and public uses and is currently adjacent to developed residential areas. Infrastructure and utilities are adequate to service the proposed project. Therefore, the project will not result in cumulative negative impacts on the environment.

- I. *Substantially affects a rare, threatened, or endangered species, or its habitat.*

There are no known rare, threatened, or endangered species or habitat identified at the project site.

- J. *Detrimentially affects air or water quality or ambient noise levels.*

As documented, there will be short term impacts on air and water quality and ambient noise levels during construction; however, mitigation measures will be employed to minimize these impacts. Adverse long-term impacts are not anticipated.

- K. *Affects or is likely to suffer damage by being located in an environmentally sensitive area such as a flood plain, tsunami zone, beach, erosion prone area, geologically hazardous land, estuary, fresh water, or coastal waters.*

The project site is not located within any flood plain and is not in the coastal area. The subject property is in Zone C, an area subject to minimal flooding (*Map No.*



150003-0195C, FEMA 1995). Compliance with County grading requirements have been or will be met.

- L. *Substantially affects scenic vistas and view planes identified in county or state plans or studies.*

As discussed in Section III.A.8, the proposed project will not negatively affect public views along Baldwin Avenue nor obstruct major view corridors.

- M. *Requires substantial energy consumption.*

Construction of proposed structure will comply with Chapter 16.26.1300, "Energy Conservation", Maui County Code. Where practical and economically feasible, the proposed structure will meet or exceed the building efficiency standard for the State of Hawaii.



VI. FINDINGS AND CONCLUSIONS

This Final Environmental Assessment, in support of applications for a State Land Use Commission District Boundary Amendment (DBA) from Agricultural to Urban, a Community Plan Amendment (CPA) to change the Pa'ia-Haiku Community Plan designation of a 2.412 acre portion of the project site from Single Family to Public/Quasi-Public, and a County Change in Zoning (CIZ) from Interim to P-1 Public/Quasi-Public on a combined 3.432-acre area at Paia, Maui, Hawaii, parcels (2) 2-5-005: 020 (portion), 044, and 052, analyzes the environmental and socio-economic impacts associated with the owner's plan to subdivide and the applicant's proposal to implement its *Long Range Plan for Facilities Development*.

The proposed development is not anticipated to result in significant environmental impacts to surrounding properties, natural resources, and/or archaeological and historic resources on the site or in the immediate area. Public infrastructure and services including roadways, sewer and water systems, medical facilities, police and fire protection, parks, and schools, are, or will be, adequate to serve the project and are not anticipated to be significantly impacted by the project. The proposed project is not anticipated to impact public view corridors and is not anticipated to produce significant adverse impact upon the visual character of the site and its immediate environs.

The subject property is situated within the State's Agricultural District and is County zoned Interim and community planned Public/Quasi-Public and Single Family. The Applicant is proposing to amend the Pa'ia-Haiku Community Plan designation of a 2.412 acre portion of the project site from Single Family to Public/Quasi-Public. The Applicant's proposal to amend the Land Use District Boundary from Agricultural to Urban and to change the County zoning from Interim to Public/Quasi-Public (P-1) would then establish conformity with the Pa'ia-Haiku Community Plan creating cohesiveness with the State and County zonings. As such, the proposed action is consistent with the objectives and policies contained within the Pa'ia-Haiku Community Plan, as well as State Land Use Law and County Zoning.

Based on the foregoing analysis and conclusion, the proposed district boundary amendment, community plan amendment, and change in zoning will not have any significant impacts to the environment is consistent with the requirements of HRS Chapter 343. Therefore, a Finding of No Significant Impact (FONSI) is warranted.



VII. REFERENCES

Community Resources, Inc. June 2002. *Maui County Community Plan Update Program Socio- Economic Forecast Report*.

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

County of Maui, Department of Planning. 1995. *Pa'ia-Haiku Community Plan*. Wailuku, Hawaii.

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

Federal Emergency Management Agency. Revised March 16, 1995. *Flood Insurance Rate Map*. Community Panel Map Number 150003 0195C.

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

University of Hawaii, Land Study Bureau. May 1967. *Detailed Land Classification – Island of Maui*. L.S.B. Bulletin No. 7. Honolulu, Hawaii.

FIGURES

PROJECT
LOCATION

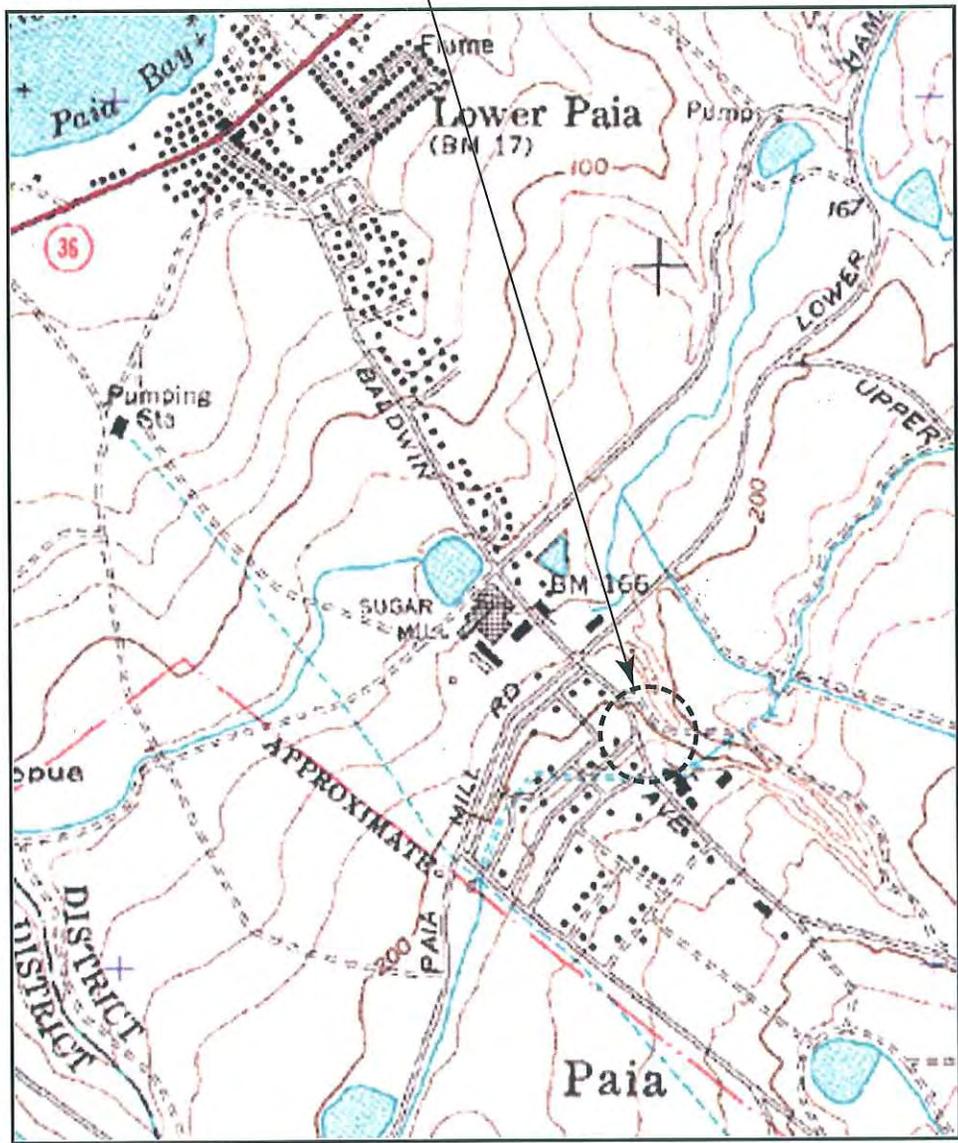
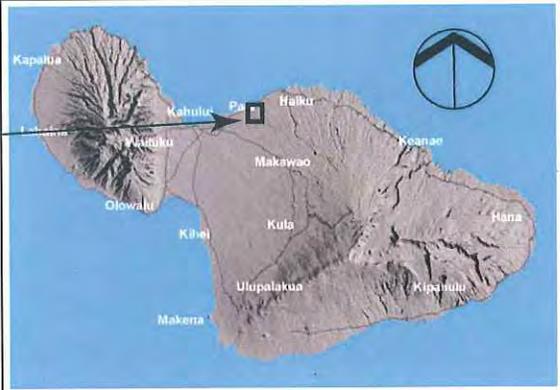


FIGURE 1

Not to Scale

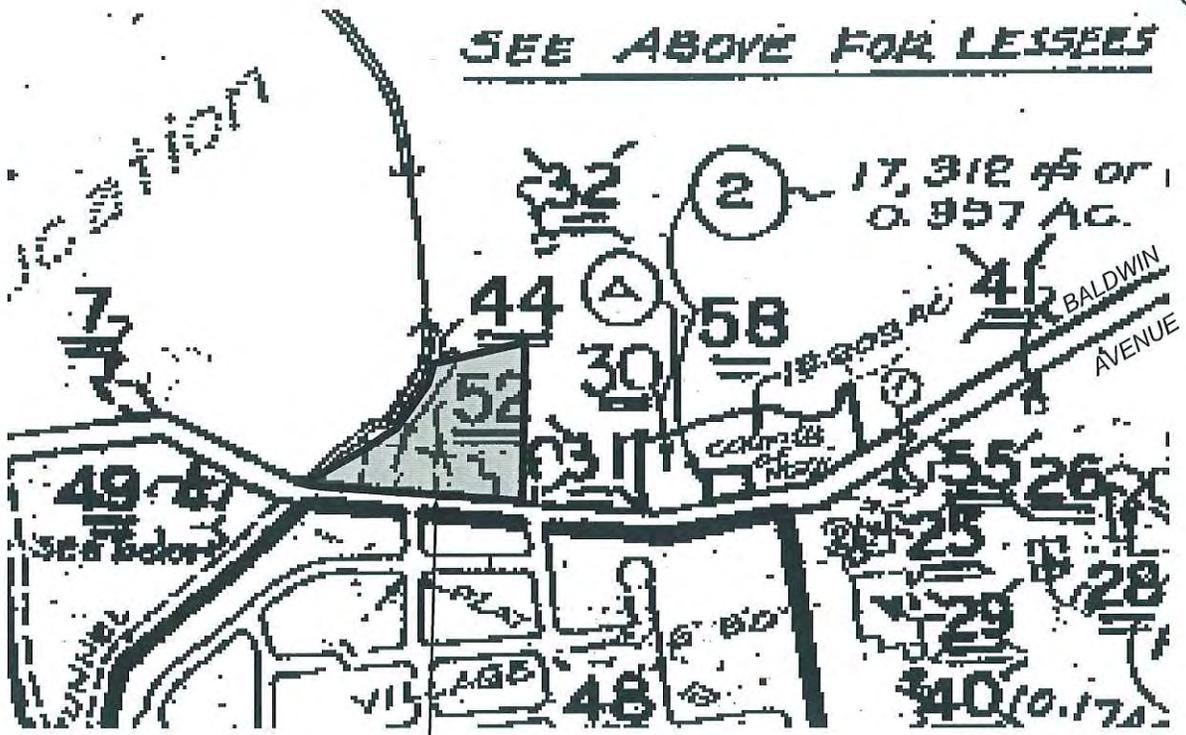
NOVEMBER
2007

REGIONAL LOCATION
Doris Todd Memorial
Christian School



TRUE NORTH
1" = 1000'

SEE ABOVE FOR LESSEES



PROJECT SITE

TAXATION MAPS BUREAU		
TERRITORY OF HAWAII		
TAX MAP		
SECOND DIVISION		
ZONE	SEC.	PLAT
2	5	05
CONTAINING PARCELS		
SCALE: 1 in. = 1000 ft.		

FIGURE 2

TMK: 2-5-005:020, 044, 052 NOVEMBER 2007
Not to Scale

TAX MAP
Doris Todd Memorial
Christian School



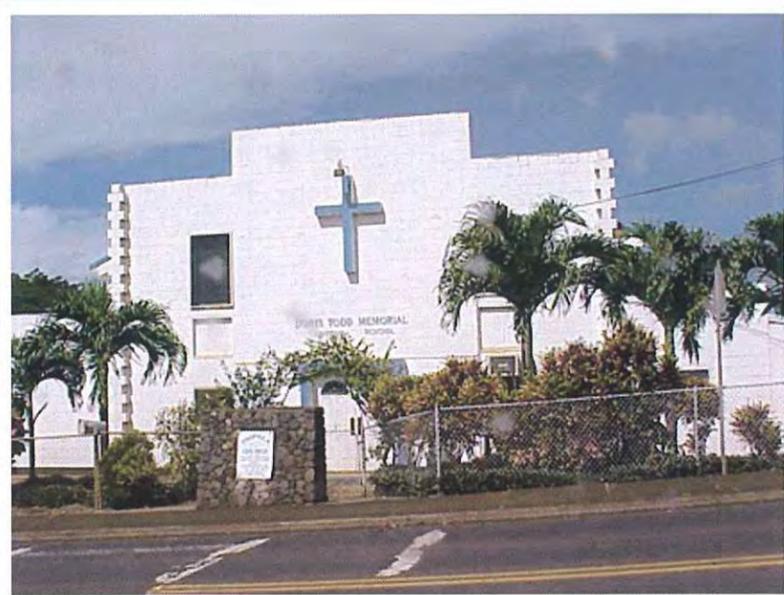


Photo 1: Looking northeast from across Baldwin Avenue at main Doris Todd Memorial Christian School building containing the school office, chapel, and classrooms.



Photo 2: Northwest elevation of the main school building. Kindergarten/Grade 1 building at left.



Photo 3: Closeup of the Kindergarten/Grade 1 building.



Photo 4: Looking northwest at classroom buildings containing, from left, the Pre-school, Grade 4, and Grade 5 classrooms.

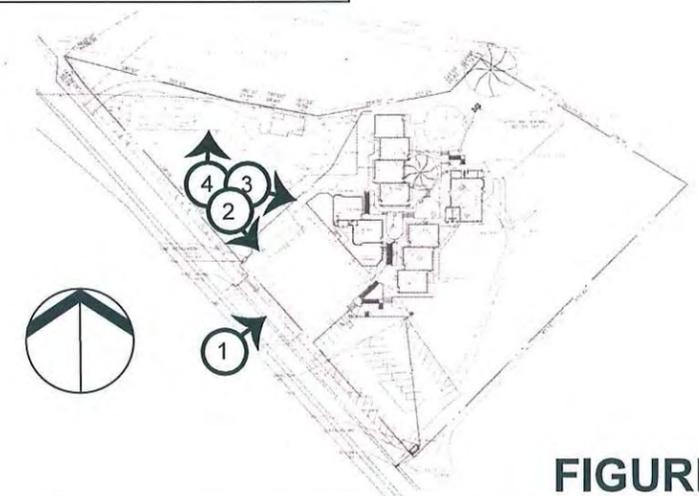


FIGURE 3.1

Photos taken
March 29, 2005

NOVEMBER
2007

EXISTING SITE PHOTOGRAPHS

Doris Todd Memorial Christian School





Photo 5: Looking towards the corner of the project site and up Baldwin Avenue in the Makawao direction. Skill Village residences are on to the right. The Haiku Ditch is at left.



Photo 6: Looking west from southern boundary towards (l. to r.) existing parking lot, main school building, and Kindergarten/Grade 1 building. Site of new classroom buildings is to the right of the dust fence.



Photo 8: Looking north from south corner of project site toward parking lot. Temporary portable classroom trailer at left center has since been removed.



Photo 7: Existing teachers' cottage with basketball court in the foreground. Site of new classroom buildings is to the left of the dust fence.

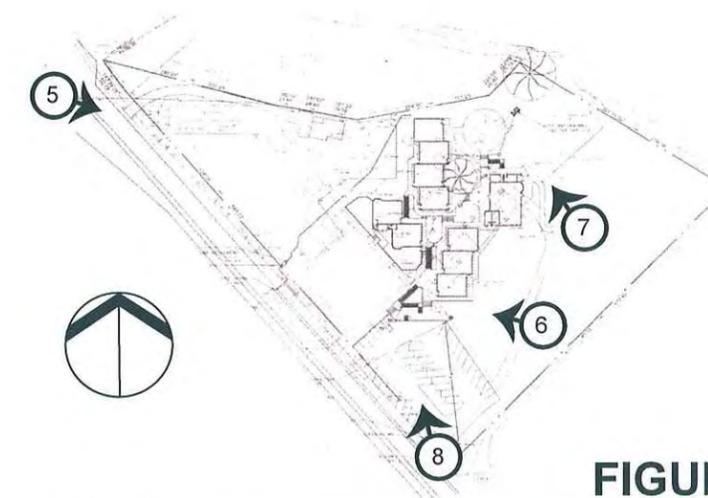


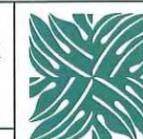
FIGURE 3.2

Photos taken
March 29, 2005

NOVEMBER
2007

EXISTING SITE PHOTOGRAPHS

Doris Todd Memorial Christian School



**CHRIS
HART**
& PARTNERS, INC.



Photo 9: Southwest side of new Classroom Building B containing three (3) classrooms.



Photo 10: Northeast side of new Classroom Building B.



Photo 11: East face of new Classroom Building C containing four (4) classrooms.



Photo 12: West face of new Classroom Building C.

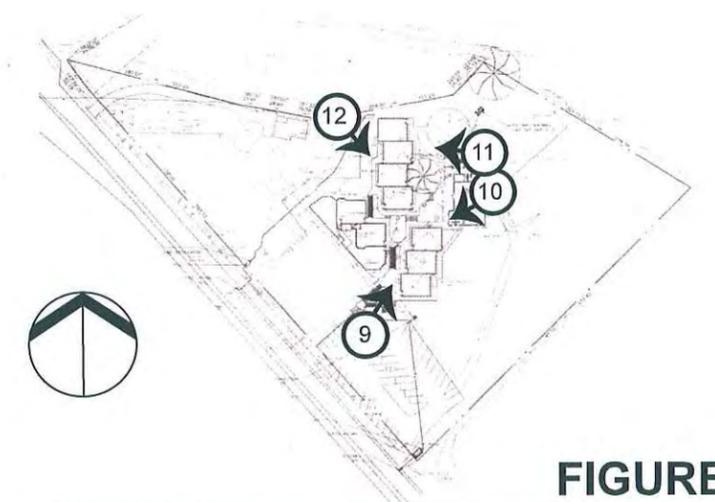


FIGURE 3.3

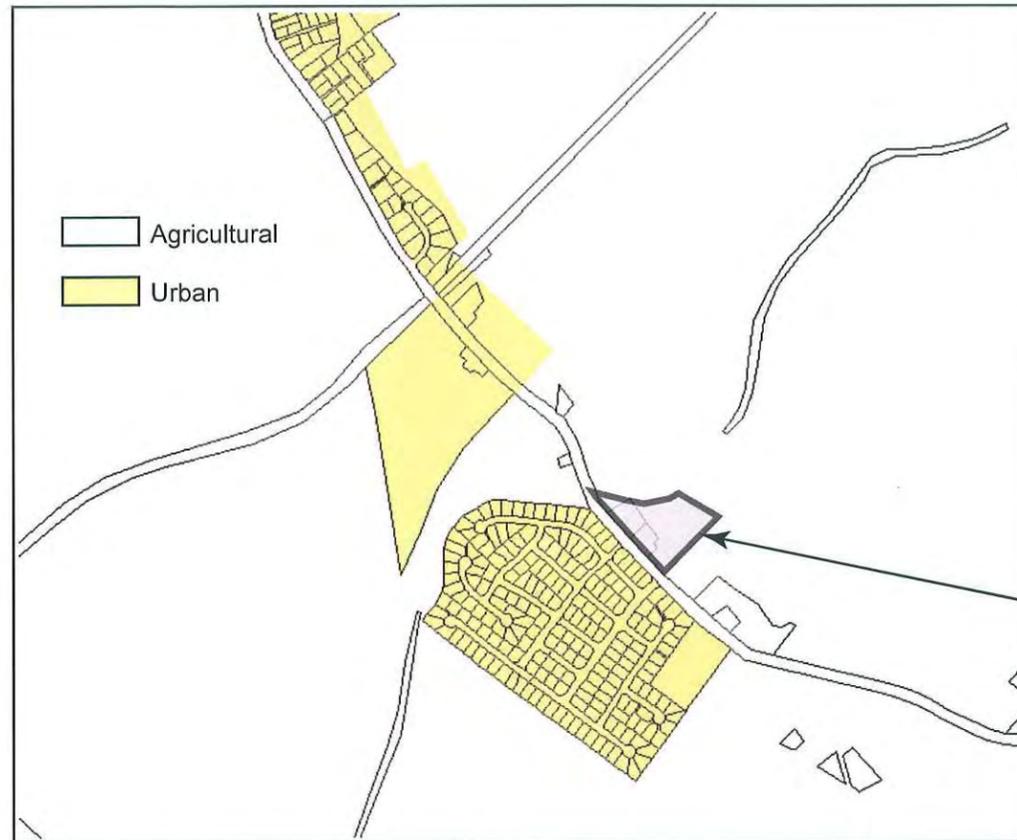
Photos taken
September 26, 2006

NOVEMBER
2007

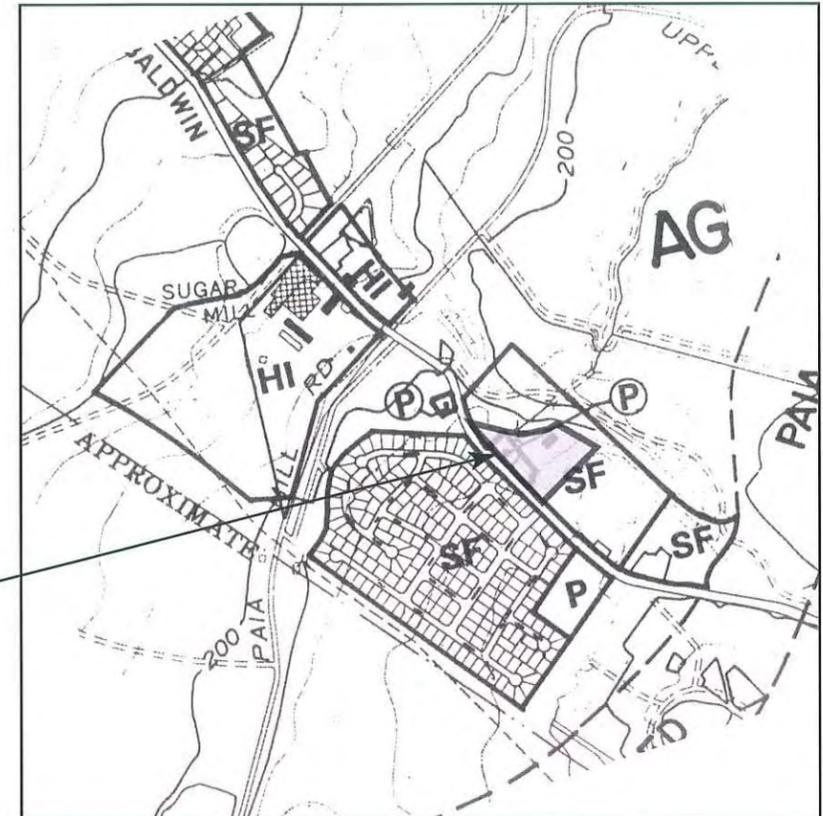
EXISTING SITE PHOTOGRAPHS

Doris Todd Memorial Christian School

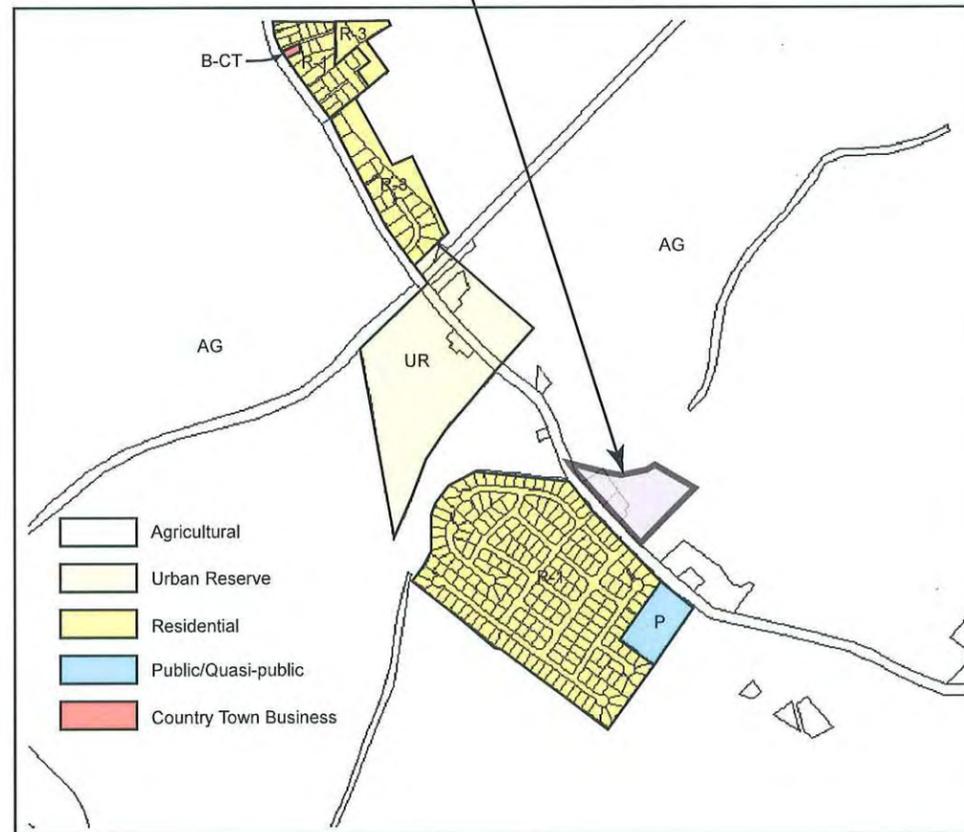




STATE LAND USE



PAIA-HAIKU COMMUNITY PLAN



MAUI COUNTY ZONING

Project Site



FIGURE 4

Not to Scale

NOVEMBER
2007

LAND USE DESIGNATIONS
Doris Todd Memorial Christian School





PROJECT SITE



FIGURE 5

Not to Scale NOVEMBER
 FEMA Flood Insurance Map 2007

FLOOD MAP
 Doris Todd Memorial
 Christian School



**CHRIS
 HART**
 & PARTNERS

PROJECT
SITE

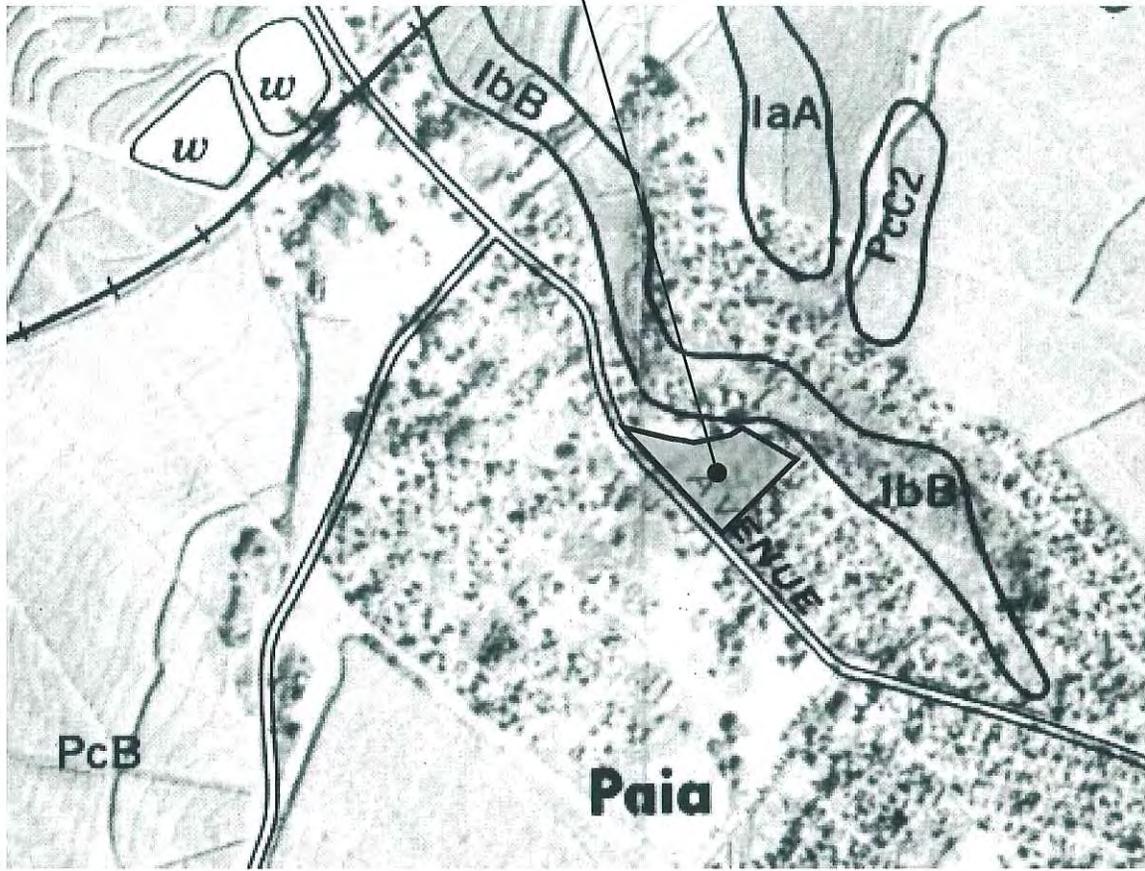


FIGURE 6

Not to Scale

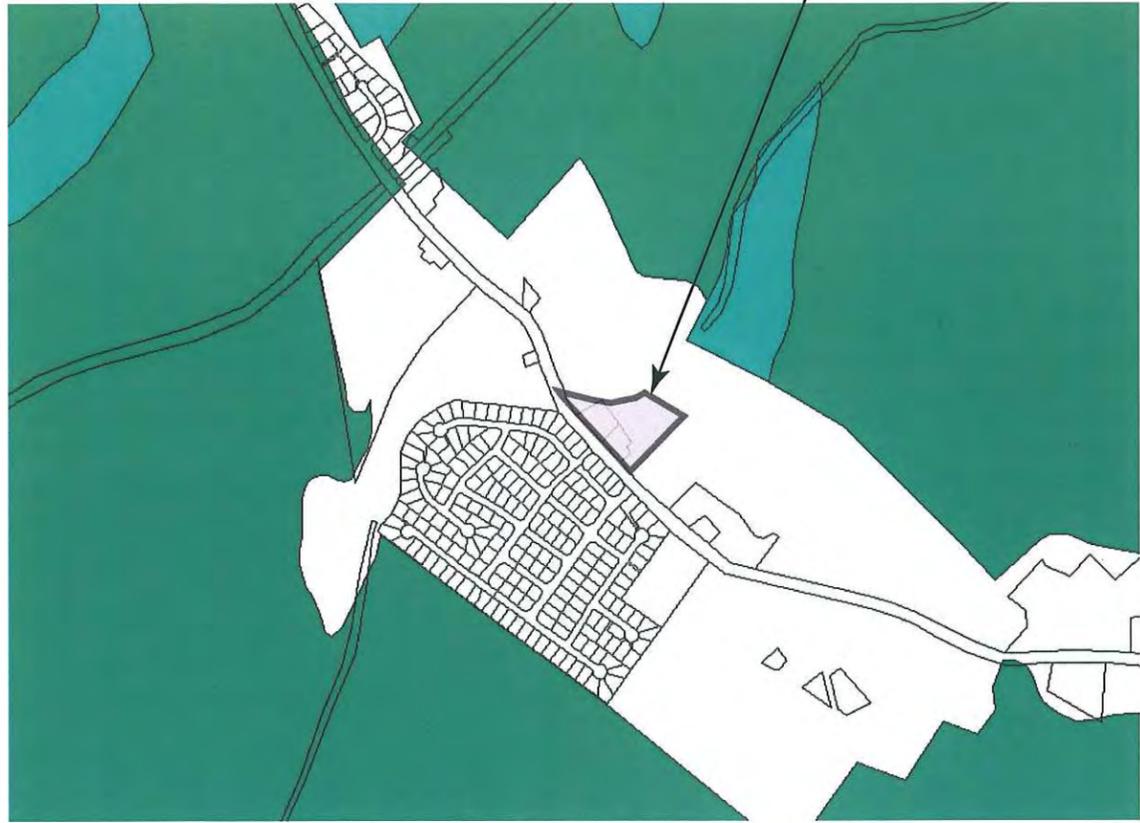
NOVEMBER
2007

SOILS MAP
Doris Todd Memorial
Christian School

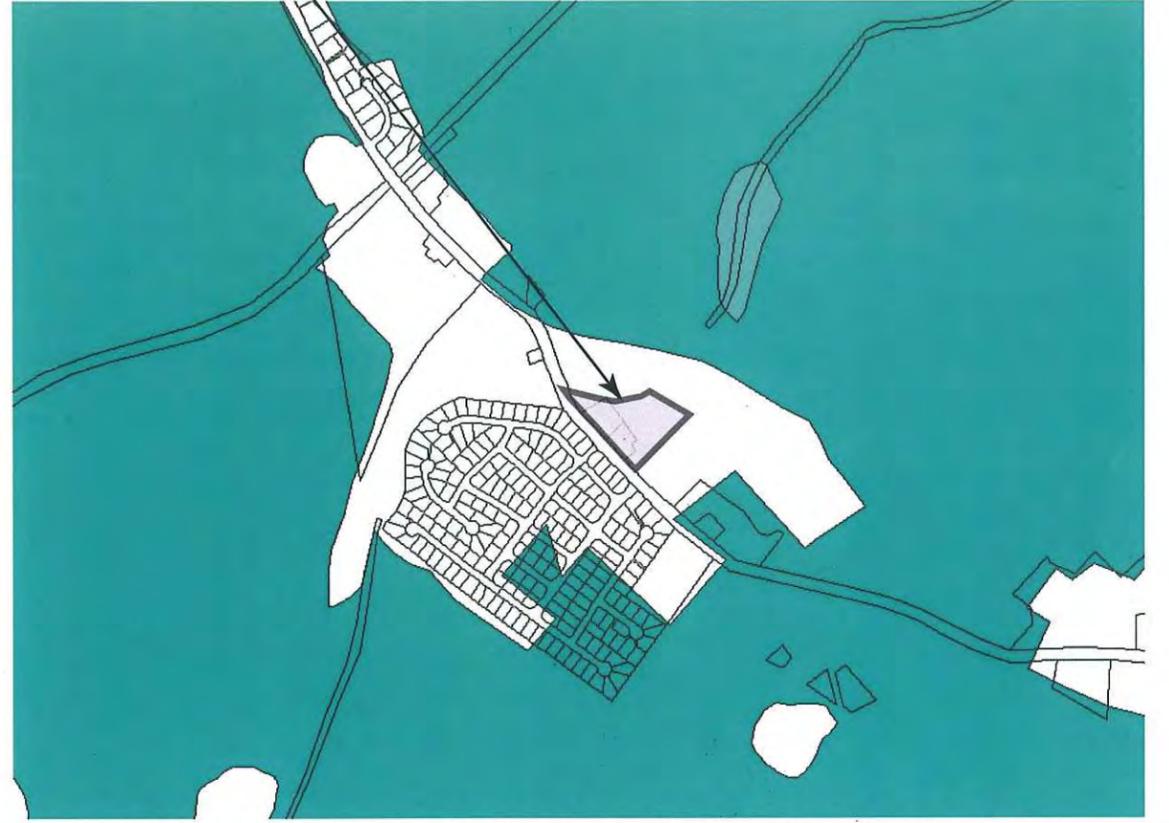


Source: State of Hawaii, *Soil Survey of the Islands of Kauai, Oahu, Maui, Molokai and Lanai*, April 1972

PROJECT SITE



LAND STUDY BUREAU



AGRICULTURAL LAND OF IMPORTANCE TO THE STATE OF HAWAII (ALISH)

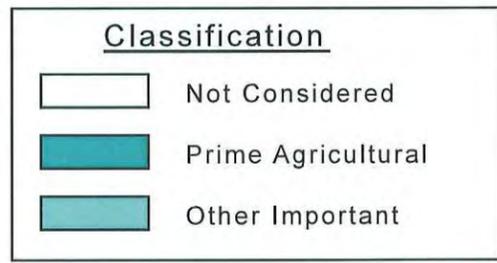
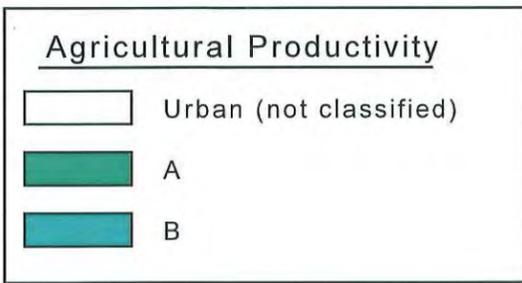
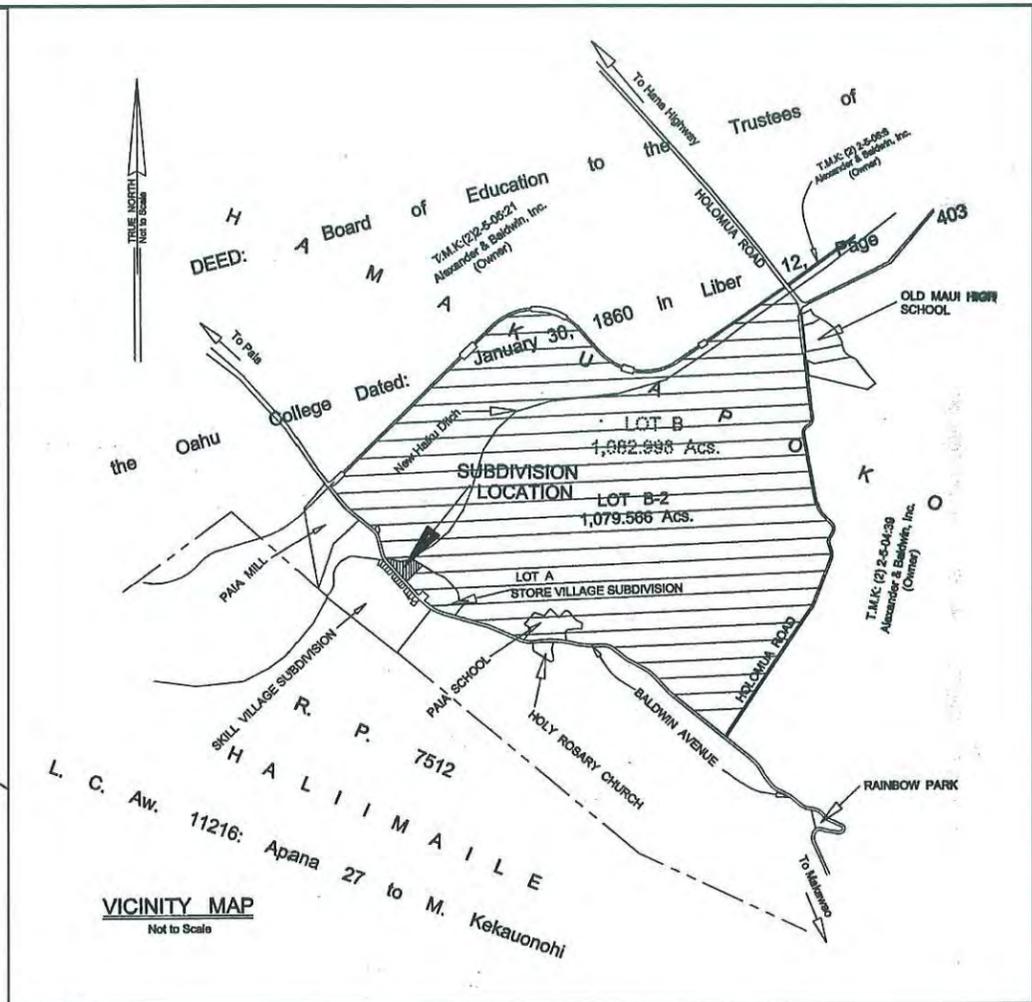
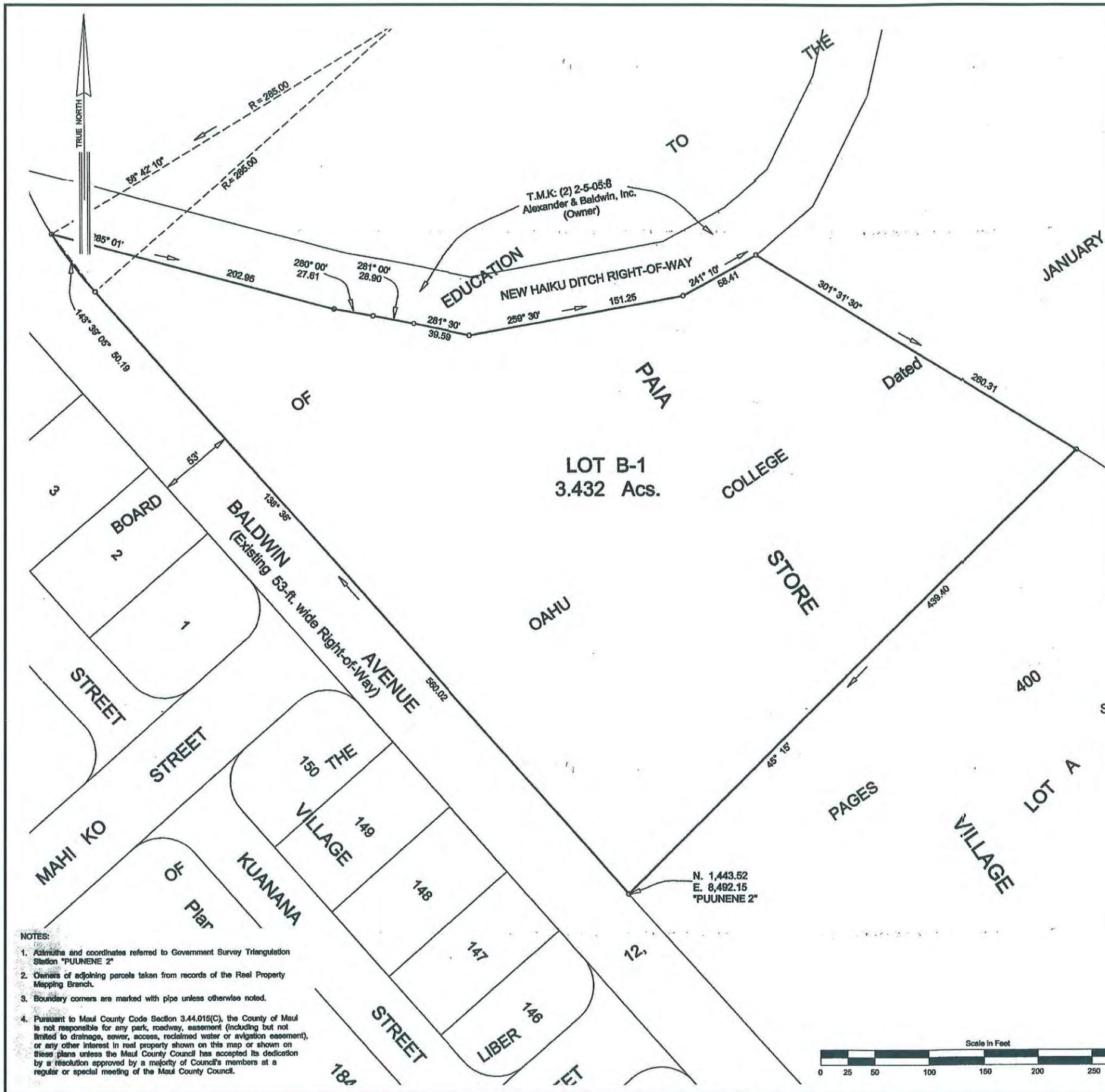


FIGURE 7

Not to Scale NOVEMBER 2007

AGRICULTURAL DESIGNATIONS
Doris Todd Memorial Christian School





PAIA STORE VILLAGE SUBDIVISION
SUBDIVISION OF LOT B (L.U.C.A. FILE NO. 2.2217)
INTO LOTS B-1 AND B-2

Being a portion of the land deeded by the Board of Education to the Trustees of the Oahu College dated January 30, 1860 in Liber 12, Pages 400 to 403

HAMAKUAPOKO, MAKAWAO, MAUI, HAWAII

SCALE: 1 inch = 50 feet DATE: August 12, 2004
 REVISED: October 12, 2005

Prepared by: A & B Properties, Inc.
 33 Lono Ave., Suite 400
 Kahului, Maui, Hawaii 96732

OWNER OF PARCELS 4 AND 52:
 Alexander & Baldwin, Inc.

- NOTES:
1. All points and coordinates referred to Government Survey Triangulation Station "PUUNENE 2"
 2. Owners of adjoining parcels taken from records of the Real Property Mapping Branch.
 3. Boundary corners are marked with pipe unless otherwise noted.
 4. Pursuant to Maui County Code Section 3.44.015(C), the County of Maui is not responsible for any park, roadway, easement (including but not limited to drainage, sewer, access, reclaimed water or aviation easement), or any other interest in real property shown on this map or shown on these plans unless the Maui County Council has accepted its dedication by a resolution approved by a majority of Council's members at a regular or special meeting of the Maui County Council.

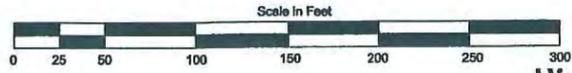
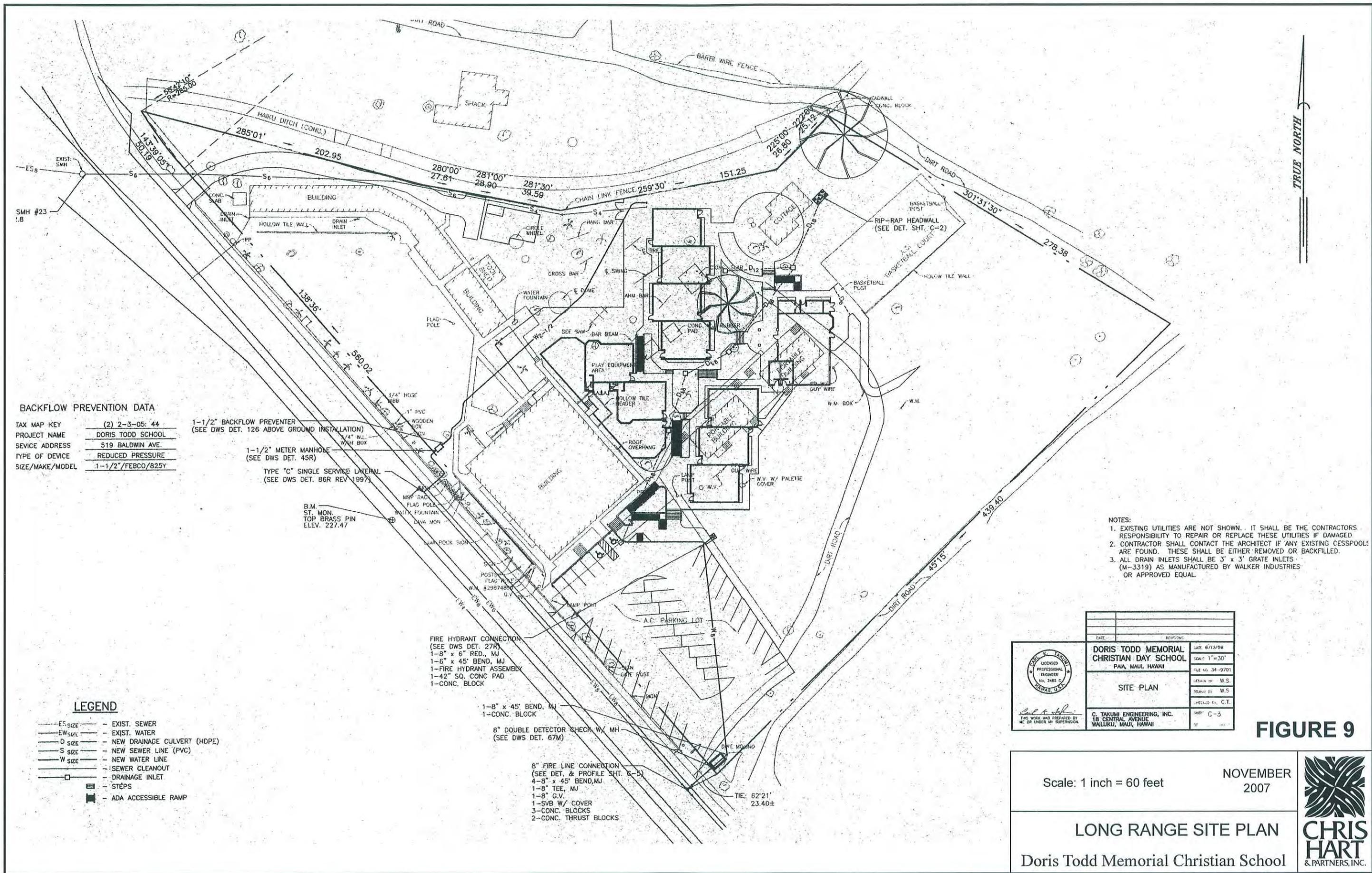


FIGURE 8

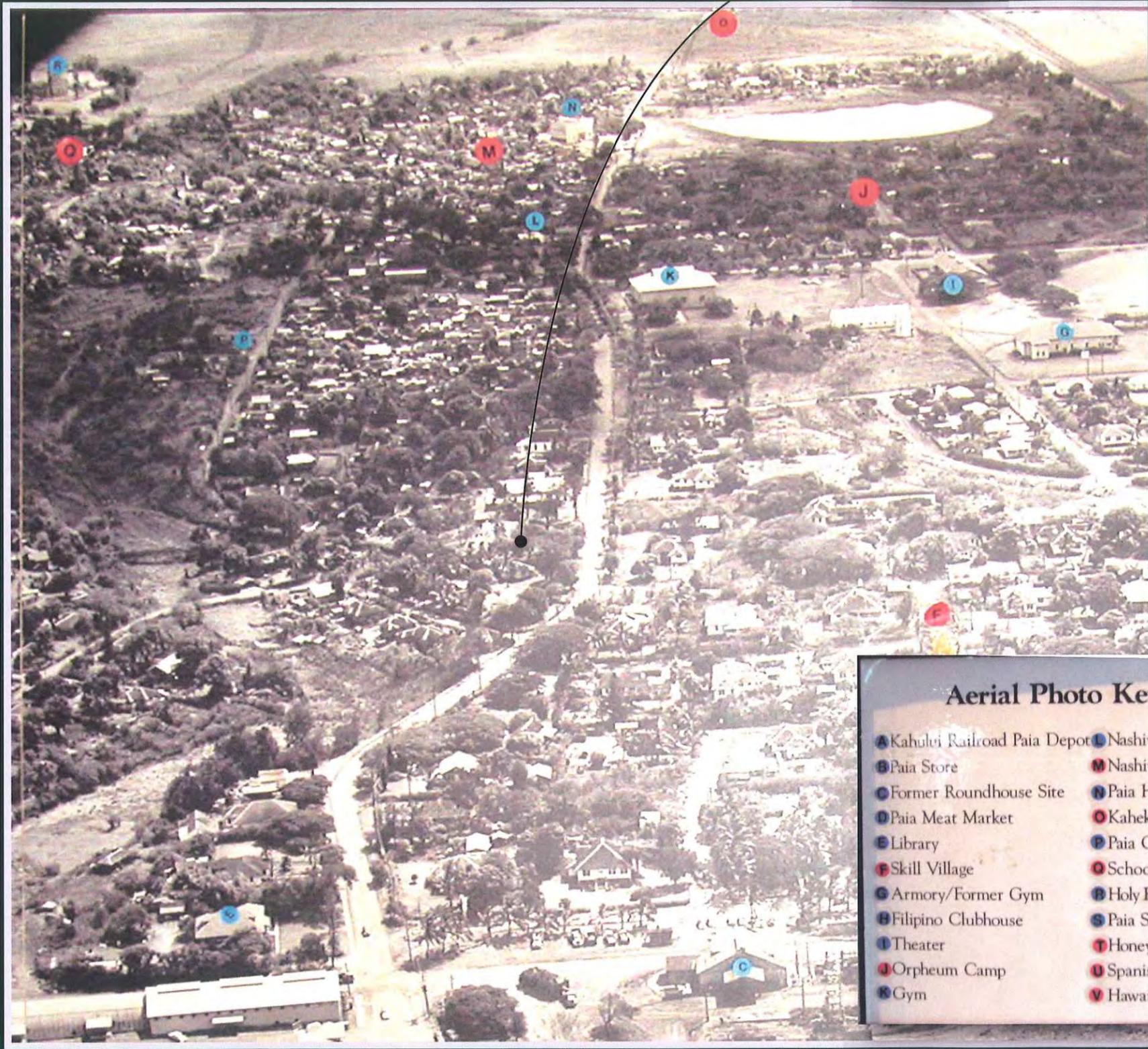
Scale: 1 inch = 100 feet NOVEMBER 2007

PRELIMINARY SUBDIVISION PLAN
Doris Todd Memorial Christian School



	DATE: 6/13/08	
	DORIS TODD MEMORIAL CHRISTIAN DAY SCHOOL	
	PAIA, MAUI, HAWAII	
	SITE PLAN	
C. TAKUMI ENGINEERING, INC.		DATE: 6/13/08
18 CENTRAL AVENUE		SCALE: 1"=30'
WAILUKU, MAUI, HAWAII		FILE NO. 34-99701
		DESIGN BY: W.S.
		TEAM BY: W.S.
		SPECIAL BY: C.T.
		SHEET: C-5

TRUE NORTH

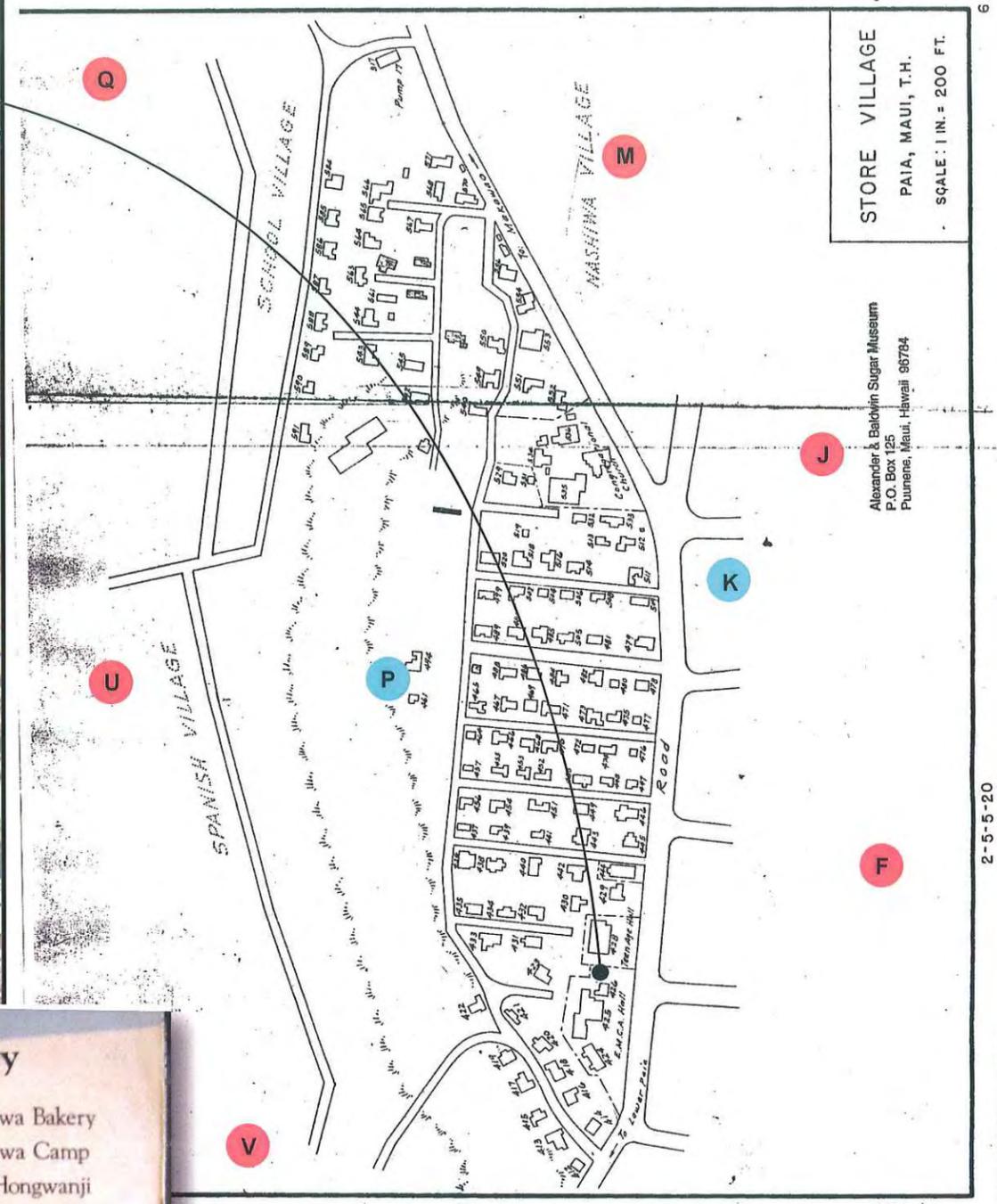


AERIAL PHOTO OF UPPER PAIA, 1957

Project Site

Aerial Photo Key

▲ Kahului Railroad Paia Depot	● Nashiwa Bakery
● Paia Store	● Nashiwa Camp
● Former Roundhouse Site	● Paia Hongwanji
● Paia Meat Market	● Kaheka Camp
● Library	● Paia Camp Store
● Skill Village	● School Camp
● Armory/Former Gym	● Holy Rosary Church
● Filipino Clubhouse	● Paia School
● Theater	● Honeymoon Camp
● Orpheum Camp	● Spanish Camp
● Gym	● Hawaiian Camp



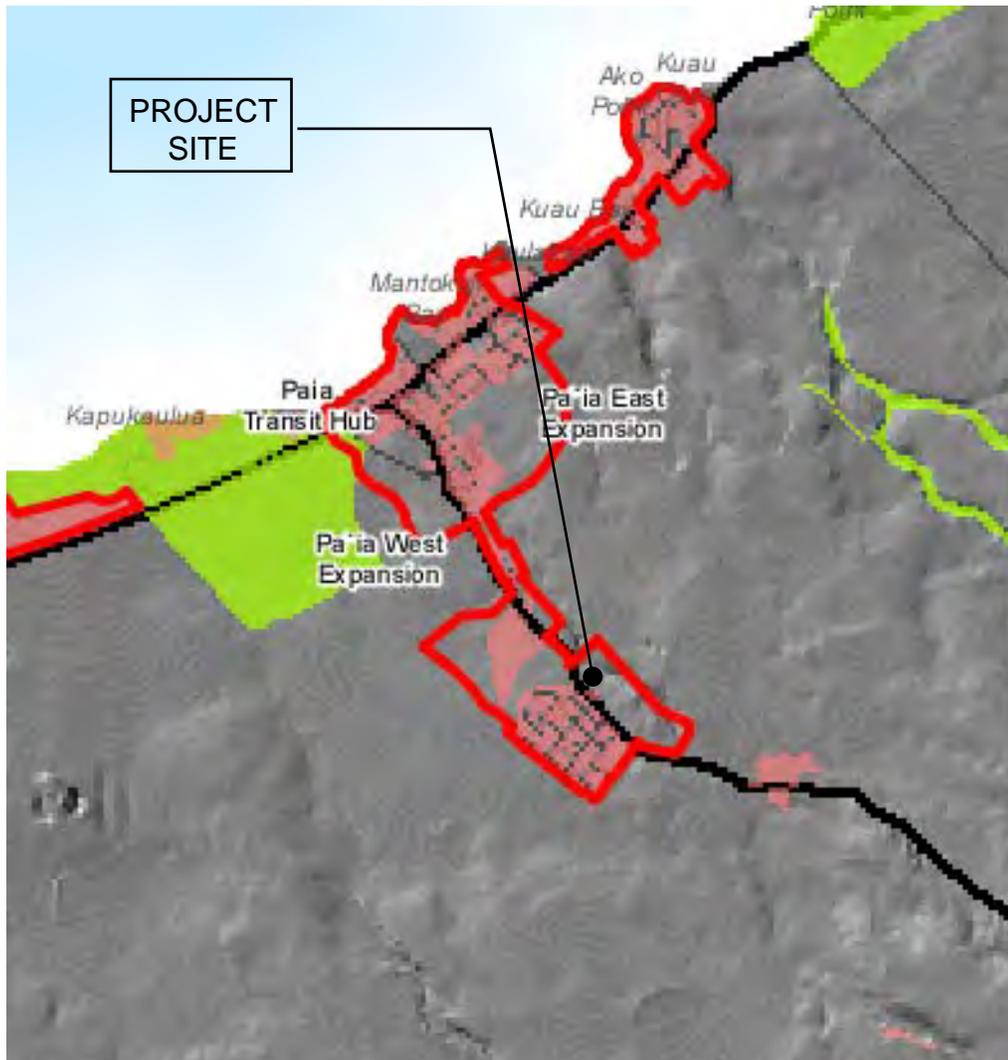
STORE VILLAGE
PAIA, MAUI, T.H.
SCALE: 1 IN. = 200 FT.

Alexander & Balovim Sugar Museum
P.O. Box 125
Puunene, Maui, Hawaii 96784

2-5-5-20

FIGURE 10

Courtesy of the Puunene Sugar Museum	NOVEMBER 2007	
UPPER PAIA 1950s Doris Todd Memorial Christian School		



Code

- Urban Growth Boundary
- Resort Areas
- Developed
- Sensitive Lands

**Land Use Policy
Map**
Paia - Haiku

FIGURE 11

Not to Scale

OCTOBER
2008

DRAFT MAUI ISLAND PLAN
PAIA MAP
**Doris Todd Memorial
Christian School**



APPENDICES

APPENDIX A
Ownership Documents



250050200000

519 BALDWIN AVE

A AND B - HAWAII INC

General Parcel Information

TMK 250050200000
Site Address 519 BALDWIN AVE
Apartment No.
Total Parcel Area 1087.722 acres/ sqft

Ownership

Owner A & B - HAWAII INC

1 of 1

Address

PO BOX 156

City KAHULUI
State HI
Country
Zip Code 96732
Owner Type Fee Owner

Last Updated: 11/12/2007

Printed on Thursday, November 15, 2007, at 3:24:12 PM EST

Powered by Akanda



250050440000

519 BALDWIN AVE

A AND B - HAWAII INC

General Parcel Information

TMK 250050440000
Site Address 519 BALDWIN AVE
Apartment No.
Total Parcel Area .75 acres/ sqft

Ownership

Owner A & B - HAWAII INC

1 of 2 ▶

Address

PO BOX 156

City KAHULUI
State HI
Country
Zip Code 96732
Owner Type Fee Owner

Last Updated: 11/12/2007

Printed on Thursday, November 15, 2007, at 3:24:59 PM EST

Powered by Akanda



250050440000

519 BALDWIN AVE

A AND B - HAWAII INC

General Parcel Information

TMK 250050440000
Site Address 519 BALDWIN AVE
Apartment No.
Total Parcel Area .75 acres/ sqft

Ownership

Owner EAST MAUI BAPTIST CHURCH

◀ 2 of 2

Address

City
State
Country
Zip Code
Owner Type Leasee

Last Updated: 11/12/2007

Printed on Thursday, November 15, 2007, at 3:25:15 PM EST

Powered by Akanda



250050520000

BALDWIN AVE

A AND B - HAWAII INC

General Parcel Information

TMK 250050520000
Site Address BALDWIN AVE
Apartment No.
Total Parcel Area .27 acres/ sqft

Ownership

Owner A & B - HAWAII INC

1 of 2 ▶

Address

PO BOX 156

City KAHULUI
State HI
Country
Zip Code 96732
Owner Type Fee Owner

Last Updated: 11/12/2007

Printed on Thursday, November 15, 2007, at 3:25:49 PM EST

Powered by Akanda



250050520000

BALDWIN AVE

A AND B - HAWAII INC

General Parcel Information

TMK 250050520000
Site Address BALDWIN AVE
Apartment No.
Total Parcel Area .27 acres/ sqft

Ownership

Owner HAWN IS MISSION DENBIGH

◀ 2 of 2

Address

City
State
Country
Zip Code
Owner Type Leasee

Last Updated: 11/12/2007

Printed on Thursday, November 15, 2007, at 3:25:58 PM EST

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LEASE
A&B-HAWAII, INC.
and
DORIS TODD MEMORIAL CHRISTIAN SCHOOLS

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A&B-HAWAII, INC.
and
DORIS TODD MEMORIAL CHRISTIAN SCHOOLS

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LEASE

THIS LEASE, dated as of November 29, 1996, 1996, but effective as of June 1, 1996, is entered into by and between A&B-HAWAII, INC., a Hawaii corporation, with its principal place of business and post office address at 822 Bishop Street, Honolulu, Hawaii 96813 (hereinafter called the "Lessor"), and DORIS TODD MEMORIAL CHRISTIAN SCHOOLS, a Hawaii nonprofit corporation, with its principal place of business and post office address at 519 Baldwin Avenue, Paia, Maui, Hawaii 96779 (hereinafter called the "Lessee"),

W I T N E S S E T H T H A T :

Section 1. **DEMISE.** In consideration of the rent hereinafter reserved and of the covenants herein contained and on the part of the Lessee to be observed and performed and upon and subject to the terms and conditions hereinafter set forth, the Lessor (1) hereby demises and leases to the Lessee, and the Lessee hereby leases from the Lessor, certain property comprising approximately .27 acres and identified as Tax Map Key No. (2) 2-5-05-52 ("Parcel 52"), (2) hereby demises and leases to the Lessee, certain property comprising approximately .75 acres and identified as Tax Map Key No. (2) 2-5-05-44 ("Parcel 44") (Parcels 52 and 44 collectively called the "leased premises") and (3) hereby licenses that certain land comprising approximately 2.442 acres, being a portion of Tax Map Key No. (2) 2-5-05-20 (the "licensed premises"). The leased premises and the licensed premises are hereafter collectively referred to as the "premises". The premises comprises a total of approximately 3.442 acres and is generally shown on Exhibit "A".

Excepting and reserving from this demise the right to enter on the premises at any time during the term of this lease, twenty-four (24) hours a day, seven (7) days a week, to repair and maintain lessor's existing ditch facility known as the Haiku Ditch and all improvements and facilities accessory thereto provided that Lessor shall give Lessee prior written notice of such entries except in emergency situations.

TO HAVE AND TO HOLD THE SAME, together with all buildings, improvements, tenements, rights, easements, privileges and appurtenances thereon or thereunto belonging or appertaining, or held and enjoyed therewith, unto the Lessee, for the term hereinafter set forth.

Lessor acknowledges that Lessee is the sole owner of the improvements on the premises, including but not limited to the teacher's cottages, parking facility and buildings thereon.

Section 2. **TERM.** The term of this lease shall be for a period of forty-five (45) years commencing on July 1, 1996 and ending on June 30, 2042 unless such term is extended or sooner terminated as hereinafter provided.

Section 3. **RENT.** As of the date of commencement of the term as set forth in Section 2 of this lease, Lessee shall pay to Lessor Base Rent and additional rent, if applicable, as set forth below, in advance on the first day of each calendar month at the principal place of business of Lessor or such other place designated by Lessor, without demand therefor and without any deduction or offset whatsoever. In the event that the duty to pay rent commences on a day other than the first day of a calendar month or terminates on a day other than the last day of such month, the rent for such fraction of a month shall be prorated on a thirty (30) day month basis. Rent for the term of this lease shall be as follows:

(a) **Base Rent:** The Base Rent for each month during the term hereof shall be as follows:

Years 1 to 10	\$ -0-
7/1/96 to 8/31/96	\$570.00
9/1/96 to 12/31/00	\$711.00
1/1/01 to 6/30/06	

Years 11 to 20
7/1/06 to 6/30/16
As mutually agreed upon or by arbitration as set forth in Section 4 below.

Years 21 to 30
7/1/16 to 6/30/26
As mutually agreed upon or by arbitration as set forth in Section 4 below.

Years 31 to 40
7/1/26 to 6/30/36
As mutually agreed upon or by arbitration as set forth in Section 4 below.

Years 41 to 45
7/1/36 to 6/30/41
As mutually agreed upon or by arbitration as set forth in Section 4 below.

(b) **Additional Rent:** Lessee shall pay as additional rent all other sums of money or charges required to be paid by Lessee under this lease, whether or not the same is designated additional rent. If such amounts or charges are not paid at the time provided in the lease, then, they nevertheless shall be collectible as additional rent with

any installment of rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limited any other remedy of Lessor.

Section 4. **RENEGOTIATED RENT.** The Base Rent for years 11 through 20, 21 through 30, 31 through 40 and 41 through 45, respectively, shall be a sum equal to the fair market rental value of the premises (exclusive of any improvements constructed or placed thereon by the Lessee and as if unencumbered by any lease) during the years 11 through 20, 21 through 30, 31 through 40 and 41 through 45, respectively. **PROVIDED, HOWEVER,** that if the Lessor and the Lessee are unable to agree upon such fair market rental value, the same shall be determined by an arbitrator or arbitrators appointed as hereinafter provided, who shall ascertain the fair market rental value of the premises (exclusive of any improvements constructed or placed thereon by the Lessee and as if unencumbered by any lease), during the respective periods for which rent is sought to be determined. Such rent, whether determined by agreement or arbitration, shall in no event be less than the annual Base Rent payable during the immediately preceding year. Such annual Base Rent shall be payable in equal monthly installments in advance on the first day of each month.

If the Lessor and the Lessee are unable to agree upon such fair market rental value of the premises at least ninety (90) days prior to the commencement of years 11, 21, 31 and 41, respectively, for which Base Rent is to be determined, either party may give to the other written notice of a desire to have an arbitration to determine such fair market rental value, pursuant to Chapter 658, Hawaii Revised Statutes, as the same may be amended or reenacted. If the parties agree upon a single arbitrator, such arbitrator shall determine such fair market rental value and his decision shall be final, conclusive and binding upon both parties, subject to the minimum limitations stated above. If the parties fail to agree upon a single arbitrator, 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 naming appraiser selected or appointed by such judge; and the three appraisers so appointed shall thereupon proceed to determine such fair market rental value as herein provided, and the decision and

award of any two of them shall be final, conclusive and binding upon both parties for the particular year then under consideration, subject to the minimum limitations stated above, unless such decision and award shall be vacated, modified or corrected, all as provided in Chapter 658. The appraisers shall be recognized real estate appraisers who are members of the American Institute of Real Estate Appraisers (NAI) or Society of Real Estate Appraisers or any similar appraisal organization and shall have all of the powers and duties prescribed by Chapter 658, and judgment may be entered upon any such decision and award as therein provided.

In ascertaining the fair market rental value of the premises, the arbitrators shall assume for purposes of their appraisal that the premises, enhanced by street and road improvements, contributing benefits, betterments and other related economic influences and value factors, are vacant of all buildings constructed or placed upon the premises by the Lessee, unencumbered by lease or the subsistence of any right to or interest in the premises in a person other than the Lessor, and available for immediate development and utilization to the greater of the use then being made of the premises by the Lessee or the then highest and best use thereof. Subject to the foregoing provisions, the process or method of appraisal shall be that receiving general acceptance among competent, experienced and recognized appraisers in the field of real estate valuation in the State of Hawaii.

If and whenever the fixing of such fair market rental value is under arbitration, the Lessee, pending the determination thereof, shall continue to pay the same rent which it had been paying during the last preceding rental period and shall promptly pay the deficiency, if any, upon the conclusion of the arbitration proceedings. If the Lessee does not pay the deficiency within 10 days following the determination of fair market rental through arbitration, the Lessee shall owe the Lessor the deficiency plus interest at the rate of twelve percent (12%) per annum on the amount of such deficiency computed from the date or dates when the amount of such deficiency would have been payable but for the pendency of the arbitration.

The cost of such arbitration shall be borne equally by Lessor and Lessee, except attorneys' fees and witness fees which shall be borne by the party engaging such attorney or witness, and each party shall pay the fees of its own arbitrator.

Section 5. **NET RENT; GENERAL EXCISE TAXES.** All of the rent due under this lease shall be net above taxes, assessments and charges of any kind otherwise payable by the Lessee. All of the rent, taxes, assessments, charges and other reimbursements provided for in this lease shall be net above Hawaii general excise taxes, and the Lessee shall also pay (in addition to such rent, taxes, assessments, charges and other reimbursements) an

amount which, when added to the rental payments and taxes, assessments, charges and other reimbursements reserved under this lease, shall yield to the Lessor after the deduction of all Hawaii general excise taxes a net amount equal to that which the Lessor would have realized from such payments, taxes, assessments, charges and other reimbursements had no such taxes been imposed. During such time as the Hawaii general excise tax remains at its present rate of four percent (4%) and no other taxes are imposed upon the receipt by the Lessor of the rental payments and other reimbursements due hereunder, such additional amount will be equal to 4.167% of the rental payments, taxes, assessments, charges and other reimbursements reserved under this lease. As used herein, "Hawaii general excise taxes" shall mean the amount of gross income taxes payable by the Lessor under the Hawaii General Excise Tax Law, or any similar law which may be hereafter enacted, on account of the receipt, actual or constructive, by the Lessor of the rental payments, payment or reimbursement of real property taxes, assessments, charges and other sums payable by the Lessee under this lease, the payment or reimbursement of gross income taxes, and any other taxable gross income attributable to the premises or this lease.

Section 6. **LESSOR'S COVENANTS.** The Lessor hereby covenants with the Lessee that upon payment by the Lessee of the rent as aforesaid, and upon the observance and performance of all of the terms, covenants and conditions and agreements herein contained and on the part of the Lessee to be observed and performed, the Lessee shall peaceably hold and enjoy the premises during the term of this lease without hindrance or interruption by the Lessor or anyone lawfully or equitably claiming by, through or under it, except as in this lease expressly provided. The Lessor hereby warrants that the Lessor is the owner in fee simple of the premises and has good right to demise the same to the Lessee pursuant to this lease, and that the premises are free and clear of all monetary liens.

Section 7. **LESSEE'S COVENANTS.** The Lessee, in consideration of the premises, hereby covenants and agrees with the Lessor as follows:

7.1 **Acceptance of Premises and Improvements.** The Lessee hereby acknowledges that it has examined the premises (and the improvements thereon), and hereby accepts the same in their existing physical condition. The Lessee further acknowledges that the Lessor has not made, and does not hereby make, any representation or warranty, express or implied, as to the physical condition of the premises and the improvements thereon, the uses to which the premises may be put, the suitability of the premises for the Lessee's intended purposes, or the ability of the Lessee to develop the premises for the Lessee's intended uses. The Lessor shall be required to provide no improvements, governmental approvals, utilities or services to the premises or the

Lessee, it being understood and agreed that all approvals, utilities, services and improvements shall be the Lessee's sole responsibility to obtain at its expense, and the Lessee assumes all risks of not obtaining the same.

7.2 **Payment of Rent.** The Lessee will pay all of the rent and other charges herein reserved in lawful money of the United States of America to the Lessor at the Lessor's principal place of business in Honolulu, Hawaii, or at such other place and to such person or agent as the Lessor shall designate by notice in writing to the Lessee, in the manner and time aforesaid, without any deduction or set-off and without any other notice or demand.

7.3 **Payment of Taxes and Assessments.** The Lessee shall pay all conveyance taxes imposed in connection with the execution of this lease and any amendment or extension of the same. The Lessee will pay, when due, all real property taxes, rates, assessments, impositions, duties, charges and other outgoings of every nature and kind whatsoever which shall, during the term of this lease, be lawfully charged, assessed or imposed, become a lien upon, or become due and payable upon or on account of each and every part and parcel of the land hereby demised and any improvements thereon, whether payable or dischargeable by either the Lessor or the Lessee, including all assessments and charges for any permanent benefit or improvement of the premises or any part thereof, made under any betterment law or otherwise, and all assessments or charges for sewerage or street improvements or municipal or other charges which may be imposed upon the premises or any part thereof, or for which the premises or any part thereof, or the Lessor or the Lessee in respect thereof, are now or during the term hereof may become liable. In the case of assessments which may be paid in installments, the Lessee will pay only those installments of principal, together with interest on unpaid balances thereof, as shall become due and payable during the term of this lease. Real property taxes assessed against the premises for the initial and terminal years hereof shall be prorated as of the date of commencement and of termination of the term hereof, respectively. Nothing herein contained shall prevent the Lessee from contesting in good faith the amount or validity, or both, of any such taxes, rates, assessments, impositions, duties, charges or other outgoings by appropriate legal proceedings commenced before the same become delinquent and the Lessor, if legally required to do so, shall join in such proceedings, on condition, however, that such proceedings shall not operate to cause the sale of the premises or of the improvements thereon or any part thereof to satisfy any such tax, rate, assessment, imposition, duty, charge or other outgoings, and on further condition that the Lessee shall pay on demand any costs or attorneys' fees incurred by the

Lessor in any such proceedings, and on further condition that if all or part of any such tax, rate, assessment, imposition, duty, charge or other outgoing, the amount or validity of which shall have been so contested, shall be finally determined by any court or other governmental authority of competent jurisdiction to be lawfully charged, assessed, imposed, due or payable, the Lessee will promptly pay the same, together with any interest, penalty or fine resulting from any such contest by the Lessee. If the Lessee shall fail to pay any such taxes, rates, assessments, impositions, duties, charges or other outgoings as herein provided, the Lessor may at any time after the same become due pay the same, together with any interest, penalties, fines and costs accrued thereon or imposed in connection therewith, and the Lessee will repay to the Lessor, upon demand, the full amount so paid by the Lessor, together with interest at the rate of twelve percent (12%) per annum.

7.4 Utility Charges. The Lessee will pay directly, before the same become delinquent, all charges, duties, rates and other outgoings of every description to which the premises or any part thereof or any improvements thereon, or the Lessor or the Lessee in respect thereof, may during the term be assessed or become liable for electricity, gas, refuse collection, telephone, sewage disposal, water, cable television or any other utilities or services or any connections or meters therefor, whether assessed to or payable by the Lessor or the Lessee. If the Lessee shall fail to pay any such utility or service charges, the Lessor may at any time after the same become due pay the same together with any interest, penalties, fines and costs accrued or imposed and the Lessee will repay to Lessor, upon demand, the full amount so paid by Lessor together with interest at the rate of twelve percent (12%) per annum.

7.5 Improvements Required by Law. The Lessee will, at the Lessee's own expense, during the entire term, make, build, maintain and repair all fences, walls, sewers, drains, roads, curbs and sidewalks which may be required by law to be made, built, maintained and repaired upon or adjoining or in connection with or for the use of the premises or any part thereof, in the same manner as would be required of the Lessee if the Lessee were the owner in fee simple of the premises.

7.6 Construction. Lessee shall not at any time erect or place or allow to be erected or placed on the premises any building or structure whatsoever, make any exterior or structural alterations or additions to any building or structure thereon, nor do anything which may affect the external appearance of the premises except in accordance with complete plans and specifications therefor, which are first approved in writing by Lessor. During the period of

any construction, which period shall be deemed to commence upon the issuance of a building permit, the Lessee shall carry insurance, naming Lessor as an additional insured, adequate in the judgment of the Lessor to cover liability for personal injury or property damage during the progress of the work, including damage to adjacent properties. Throughout the course of any construction for which the Lessee is required to comply with the conditions set forth in this Section, the Lessee shall submit for the Lessor's approval and retention copies of any and all supplemental plans and specifications and proposed change orders. The Lessor's approval of such supplemental plans and specifications and change orders shall be obtained in writing prior to the carrying out of any construction pursuant to such supplemental plans and specifications or change orders and prior to execution of such change orders by the Lessee. Under no circumstances shall the Lessor's review or approval of any contracts, plans or specifications constitute any representation or warranty as to the appropriateness or suitability of such items, or that such items comply with any applicable laws, or that such items will result in good, workmanlike or adequate improvements.

7.7 Performance Bonds. Before undertaking the construction, erection or placing of any new building, structure, or improvement upon the premises, or remodeling, replacing, altering or making any additions to any existing building, structure or improvement on the premises, where the aggregate cost thereof shall exceed \$25,000.00, the Lessee will obtain and furnish to the Lessor, or cause to be obtained and furnished by the contractor or contractors performing the work, a 100% performance bond and a 100% labor and material payment bond, naming the Lessor and the Lessee as co-obligees, in form and amount and with surety or sureties satisfactory to the Lessor, guaranteeing the full and faithful performance of the construction contract and completion of such work in accordance with the plans and specifications, free and clear of all mechanics' and materialmen's liens.

7.8 Liens and Encumbrances. The Lessee will keep the premises free of any mechanics' or materialmen's liens and any attachment, execution or judgment liens, and any charge or encumbrance whatsoever. Should any such lien, charge or encumbrance or notice thereof be recorded against or attach to the premises, or any part thereof, or any interest therein, then, unless the Lessee shall elect to contest the validity of the same or the amount of the claim in respect of which the same shall have been recorded as provided below, the Lessee will immediately pay off the same and cause the same to be satisfied and discharged of record. If the Lessee shall not elect to contest in a timely manner the validity of the same or the amount of the claim in respect

of which the same shall have been recorded and shall not pay off the same and cause it to be satisfied and discharged or record promptly, the Lessor may, at the Lessor's option, pay off the same, and any amount so paid by the Lessor shall thereupon be and become immediately due and payable by the Lessee to the Lessor, together with interest at the rate of twelve percent (12%) per annum; PROVIDED, HOWEVER, that the Lessee will have the right to contest the amount or validity of any such lien, charge or encumbrance or of the claim in respect of which the same shall have been recorded by appropriate legal proceedings, and the Lessor, if legally required to do so, will join in such proceedings, on condition, however, that such proceedings shall not operate to cause the sale of the premises or the improvements thereon, or any part thereof, to satisfy any such lien, charge or encumbrance, and on further condition that the Lessee shall pay all costs and attorneys' fees incurred by the Lessor in any such legal proceedings, and on further condition that if all or any part of such lien, charge or encumbrance, or claim in respect of which the same shall have been recorded, the amount or validity of which shall have been so contested, shall be finally determined by any court, or any other governmental authority of competent jurisdiction, to be lawful or valid, the Lessee shall promptly pay the same, together with any interest, penalty or fine resulting from such contest by the Lessee and shall promptly cause the same to be satisfied and discharged or record.

7.9 Repair and Maintenance. The Lessee will, at the Lessee's own expense, from time to time and at all times during the term, keep all buildings, structures, fixtures and other improvements now or hereafter on the premises and the fencing along Haku Ditch and the lot perimeter in good order, condition, maintenance, operability and repair and of a neat, clean and pleasing appearance satisfactory to Lessor.

7.10 Repair by Lessee. Lessee shall repair, maintain and make good all defects required by the provisions of this lease to be repaired or maintained within thirty (30) working days from the date of written notice from Lessor. If Lessee refuses or neglects to repair or maintain the premises as required under the terms of this lease to the reasonable satisfaction of Lessor after written demand, then Lessor, without prejudice to any other right or remedy it has under this lease or otherwise, may perform such maintenance work, make such repairs or replace landscaping without liability to Lessee for any loss or damage that may accrue to Lessee's merchandise or other property or Lessee's business by reason thereof, and upon completion thereof, Lessee shall pay Lessor's costs for making such repairs, performing such maintenance or replacing landscaping plus

twenty-five percent (25%) to cover its overhead, upon presentation of a bill therefor, as additional rent.

7.11 Observance of Laws. The Lessee will not make or suffer any waste or strip and will not make or suffer any improper, offensive or unlawful use of the premises and will at all times during the term keep the premises in good order and in a strictly clean and sanitary condition, and will observe and comply with all laws (including, but not limited to the Americans with Disabilities Act), ordinances, rules and regulations now or hereafter made by any governmental authority for the time being applicable to or in connection with the premises or any improvement thereon or the use thereof, and will indemnify the Lessor against all actions, suits, damages and claims by whomsoever brought or made by reason of the nonobservance or nonperformance of such laws, ordinances, rules and regulations or of this covenant.

7.12 Hazard Insurance

(a) General Requirements. The Lessee will, at the Lessee's own expense, at all times during the term of this lease, keep the buildings, fixtures and other improvements on the premises insured against loss or damage by fire and the risks covered by the Standard Extended Coverage endorsement now in general use in the State of Hawaii in a substantial insurance company or companies qualified to do business in the State of Hawaii and approved by the Lessor, in an amount sufficient to prevent the Lessor and the Lessee from being or becoming co-insurers within the term of the policy or policies providing such insurance, and, in any event, in an amount not less than one hundred percent (100%) of the full replacement cost of such buildings, fixtures and improvements, with reasonable reductions for foundations, underground plumbing, sidewalks, paving and other portions of such buildings which are commonly considered to be indestructible, but without deduction for depreciation. The Lessee will pay all premiums thereon when due, and will furnish to the Lessor copies or evidence of such policies of insurance and evidence of the payment of such insurance premiums. Such policy or policies of insurance must contain an Agreed Amount With Inflation Protection endorsement satisfactory to the Lessor.

(b) Payment of Insurance Proceeds. Every policy of such insurance shall be issued to cover and insure all of the several interests in such buildings, fixtures and improvements of the Lessor and the Lessee, as their respective interests shall appear, and shall be made payable in case of loss or damage to any bank or trust company authorized by law to exercise corporate trust powers in the State of Hawaii and having its principal office in Honolulu as shall from time to time be designated by the Lessor, as

trustee of all proceeds of such insurance. Such trustee shall have no obligation whatsoever to effect, maintain or renew such insurance, or to attend to any claim for loss or damage thereunder, or the collection of any proceeds thereof, or to incur any expenses therefor, and shall be responsible only for the proper custody and application as herein provided of all proceeds of such insurance that shall actually come into its possession, and the Lessee will pay all fees and expenses of such trustee for or in connection with its services. The respective interests of the Lessor and the Lessee in any proceeds of such insurance payable for loss or damage to such buildings, fixtures and improvements shall be fixed and determined as of the date of such loss or damage pursuant to the terms of this lease.

(c) Use of Insurance Proceeds. In case such buildings, fixtures or other improvements, or any part thereof, shall be destroyed or damaged by fire or other casualty herein required to be insured against, then, and as often as the same shall happen, all proceeds of such insurance, including the interest therein of the Lessor, shall be available for and used with all reasonable dispatch by the Lessee in rebuilding, repairing or otherwise reinstating such buildings, fixtures and other improvements in a good and substantial manner according to the plan and elevation thereof, or according to such modified plan for the same or substitute buildings, fixtures and other improvements as shall be approved in writing by the parties hereto, and in case such proceeds shall be insufficient in amount to so rebuild, repair or reinstate such buildings, fixtures and other improvements, the Lessee shall make up the deficiency for such purpose out of the Lessee's own funds.

7.13 Liability Insurance. The Lessee shall, at the Lessee's own expense, effect and maintain at all times during the term of this lease, with an insurance company or companies qualified to do business in the State of Hawaii and approved by the Lessor, a policy or policies of comprehensive general liability insurance or equivalent, with such reasonable minimum limits as shall be prescribed by the Lessor from time to time, but initially with combined single limit coverage for bodily injury or property damage of not less than \$2,000,000 per occurrence. Such policy or policies shall name the Lessor as an additional insured, be deposited with the Lessor (together with proof of premium payments), and cover all of the improvements on the premises and also the sidewalks and sidewalk areas adjacent thereto, and any roadway or drive therefrom to a public road.

7.14 Particular Insurance Policy Provisions. Each policy of insurance required by Sections 7.6, 7.12 and 7.13 above shall:

(a) provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim, any right or setoff, counterclaim, apportionment, proration, or contribution by reason of, any other insurance obtained by or for the Lessor, the Lessee or any person claiming by, through or under either of them;

(b) contain no provision relieving the insurer from liability for loss occurring while the hazard to buildings, improvements and fixtures is increased, whether or not within the knowledge or control of, or because of any breach of warranty or condition or any other act or neglect by, the Lessor, the Lessee or any person claiming by, through or under either of them;

(c) provide that such policy may not be canceled, whether or not requested by the Lessee, unless the insurer gives at least thirty (30) days' prior written notice thereof to the Lessor; and

(d) contain a waiver by the insurer of any right of subrogation to any right of the Lessor or the Lessee against the other or any person claiming by, through or under either of them.

7.15 Indemnity of Lessor. The Lessee will indemnify, defend and hold harmless the Lessor from and against all claims, demands, loss, damage, costs, expenses, charges, attorneys' fees and liability for injury to property or persons, including wrongful death, arising out of or caused by any accident on or in connection with the premises or the use and occupancy of the Lessee, or any person claiming under the Lessee, of the premises and improvements thereon, the sidewalks and the sidewalk areas adjoining the same, and any roadway or drive connecting the same to a public road, or occasioned by any nuisance made or suffered on the premises, or arising out of failure of the Lessee to observe and perform any term, covenant or condition contained in this lease and on the part of the Lessee to be observed and performed.

7.16 Use of Premises. The Lessee will at all times during the term of this lease use the premises solely for the purpose of operating a non-profit Christian day school accredited or licensed by the appropriate agency of the State of Hawaii and accessory uses thereto including, without limitation, the maintaining of a church and Teacher's cottage on the premises. The Lessee will use the premises for no other purpose without the prior written consent of the Lessor, which consent may be withheld in Lessor's sole discretion. In the event that Lessee applies

to Lessor for consent to alter the use of the premises, Lessor may condition such consent on the re-establishment of lease rent in amounts which Lessor deems appropriate and acceptable, as determined in Lessor's sole discretion.

7.17 Inspection. The Lessee will permit the Lessor and its agents, at all reasonable times during the term of this lease, to enter upon the premises and the improvements thereon and to inspect and examine the same, and the use being made of the same, and the state of repair and condition of the same.

7.18 Assignment and Subletting. The Lessee will not, without the prior written consent of the Lessor, directly or indirectly, by operation of law or otherwise, assign, mortgage or encumber this lease or sublet the whole or any portion of the premises or any improvements thereon or any portion thereof, which prior written consent may be withheld in Lessor's sole discretion. Any merger, consolidation or liquidation of the Lessee or any change in the ownership of or power to vote the majority of the Lessee's outstanding voting stock shall constitute an assignment of this lease for purposes of this paragraph. Any assignment, mortgage, encumbrance or sublease made without the Lessor's prior written consent shall be null and void and shall constitute an event of default under this lease. Lessee shall pay Lessor a reasonable fee, not to exceed \$500 to reimburse Lessor for processing costs incurred in connection with any request by Lessee for consent to a proposed assignment or subletting. No assignment of this lease shall release or be deemed to relieve the Lessee from the full and faithful performance of any covenants, provisions and conditions in this lease contained and on the Lessee's part to be observed and performed, or from any liability for the nonobservance or nonperformance thereof, nor be deemed to constitute a waiver of any rights of the Lessor hereunder, and the terms, covenants and conditions of this lease shall control in case of any conflict between this lease and any such assignment. The leasing of the teacher's cottage located on the premises shall not be deemed to be a subletting of the premises under this Section 7.18.

7.19 Late Charges. In the event Lessee fails to pay any installment of rent, additional rent or other charges hereunder as and when such installment is due, to help defray the additional cost to Lessor for processing such late payments Lessee shall pay to Lessor a late charge in an amount equal to five percent (5%) of such installment. The failure to pay such amount within ten (10) days after demand therefor shall be an event of default hereunder. The provision for such late charge shall be in addition to all of Lessor's other rights and remedies hereunder or at law

and shall not be construed as liquidated damages or as limiting Lessor's remedies in any manner.

7.20 Interest on Past Due Amounts. All amounts which shall become due and payable under this lease from the Lessee to the Lessor shall bear interest payable to the Lessor at the rate of one percent (1%) per month from the due date or dates until paid in full; PROVIDED that this paragraph shall not be construed to authorize delay in payment of any amounts becoming due hereunder.

7.21 Surrender. Upon the expiration of the term of this lease or any extension thereof, or sooner termination thereof as in this lease provided, the Lessee will peaceably and quietly leave and surrender and deliver up to the Lessor possession of the premises, [] and remove the buildings, structures, fixtures and other improvements thereon, and [] furniture, furnishings, appliances and equipment placed by the Lessee on the premises, [] and repair all damage occasioned thereby prior to the expiration of the term or any extension thereof. Notwithstanding anything to the contrary contained in the foregoing, the Lessee shall remove all storage tanks and Hazardous Materials from the premises, as set forth in Section 7.22 below.

7.22 Hazardous Materials. Except for the asbestos tile which is located in the main building, provided that the existence and continued existence of such asbestos tile complies with all applicable Hazardous Materials laws, the Lessee shall at all times keep the premises, (and improvements thereon) free of any and all flammable explosives, radioactive materials, asbestos, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" (collectively, "Hazardous Materials") under any federal, state or local laws, ordinances or regulations, now or hereafter in effect, relating to environmental conditions, industrial hygiene or Hazardous Materials on, under or about the premises and improvements thereon, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 6901, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., the Clean Air Act, 42 U.S.C. Section 7401, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 through 2629, the Safe Drinking Water Act, 42 U.S.C. Sections 300f through 300j, Hawaii Revised

Statutes Chapter 128-D and any other federal, state and local laws and ordinances and the regulations now or hereafter adopted, published and/or promulgated with respect to Hazardous Materials (collectively, the "Hazardous Materials Laws"). The Lessee shall keep and maintain the premises and all improvements thereon, including, without limitation, the ground water on or under the premises, in compliance with, and shall not cause or permit the premises and improvements thereon to be in violation of, any Hazardous Materials Laws. The Lessee shall not, use, generate, manufacture, treat, handle, refine, produce, process, store, discharge, release, dispose of or allow to exist on, under or above the premises and improvements thereon, any Hazardous Materials.

Prior to the commencement of the term of this lease, the Lessee shall provide the Lessor with a written statement signed by the Lessee, in reasonable detail, describing (a) all measures and actions required to be taken by the Lessee so as to render the improvements to be constructed upon the premises, and the Lessee's use of the premises, in compliance with all applicable Hazardous Materials Laws, including, without limitation, all filings or registrations required to be made by the Lessee with any government agency, (b) the specific Hazardous Material Law and section thereof, which requires such measures to actions to be taken, and (c) the date by which the Lessee intends to take or implement such measures or action. If, subsequent to the commencement of the term of this lease, any additional measures or actions are required to be taken by the Lessee so as to render the improvements constructed, or to be constructed, upon the premises, and the Lessee's use of the premises, in compliance with any applicable Hazardous Materials Laws, the Lessee shall, promptly after discovering that such measures or actions must be taken, deliver to the Lessor another signed written statement with respect to such measures or actions, in accordance with the provisions of the preceding sentence. Upon the Lessor's request, the Lessee shall promptly provide the Lessor with satisfactory proof that the Lessee has taken all measures and actions required under any applicable Hazardous Materials Laws. The Lessee shall promptly deliver to the Lessor a true, correct and complete copy of all filings or registrations made with any government agency pursuant to any Hazardous Materials Laws, all responses to or comments made by such agency with respect to such filings or registrations, and all amendments made by the Lessee to such filings or registrations. If the Lessee fails to comply with any Hazardous Materials Laws, the Lessor shall have the right (but shall be under no duty or obligation whatsoever) to enter upon the premises and take all actions necessary to achieve such compliance without being liable for trespass or damages. The Lessee shall pay to the Lessor, promptly upon the Lessor's demand,

all costs and expenses incurred by the Lessor in undertaking such compliance, together with interest at the rate of one percent (1%) on the amounts incurred by the Lessor. The foregoing shall be in addition to the Lessor's right to declare a default under this lease and to exercise all of the Lessor's rights and remedies under this lease.

The Lessee shall immediately advise the Lessor in writing of (a) any and all enforcement, clean up, removal, mitigation, or other governmental or regulatory action instituted, contemplated or threatened pursuant to any Hazardous Materials Laws affecting the premises or improvements thereon, (b) all claims made or threatened by any third party against the Lessee, the Lessor or the premises or improvements thereon relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials or violation of or compliance with any Hazardous Materials laws, and (c) the Lessee's discovery of any occurrence or condition on the premises or improvements thereon or any real property adjoining or in the vicinity of the premises which could subject the Lessor, the Lessee or the premises or improvements thereon to any restrictions on ownership, occupancy, transferability or use of the premises or improvements thereon under any Hazardous Materials Laws. The Lessee shall indemnify and hold harmless the Lessor, its directors, officers, employees, agents, successors and assigns from and against, any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under or about the premises or any improvements thereon, including, without limitation: (i) all foreseeable and unforeseeable consequential damages; (ii) all fines which may be imposed and all costs of any required or necessary repair, clean up or detoxification of the premises or improvements thereon, and the preparation and implementation of any closure, remedial or other required plans; and (iii) all reasonable costs and expenses incurred by the Lessor in connection with clauses (i) and (ii), including, without limitation, reasonable attorneys' fees. Prior to the surrender, expiration or termination of this lease, the Lessee, at its expense, shall (A) remove all storage tanks (above ground or underground) and all Hazardous Materials from the premises and any improvements thereon, (B) restore the premises to a good and orderly condition, even-grade and to substantially the same condition the premises were in as of the date of this lease, and fill all areas from which underground storage tanks were removed in a manner reasonably satisfactory to the Lessor, (C) remediate and clean-up any contamination, spills or leakages upon the premises or any improvements thereon so as

to render the premises and improvements in compliance with all applicable Hazardous Materials Laws, and (D) provide the Lessor with a written certification (dated no earlier than the date the Lessee fully vacates the premises) from an independent licensed engineer or other environmental expert approved by the Lessor that clauses (A) and (C) have been satisfied and that there exists no violation of any Hazardous Materials Laws pertaining to the premises or any improvements thereon.

All of the agreements and obligations of the Lessee under this Section 7.22 shall survive, and shall continue to be binding upon the Lessee notwithstanding, the termination, expiration or surrender of this lease.

7.23 Risk of Loss or Damage to Lessee's Personal Property; Indemnity. The Lessee will, and does hereby, assume all risk of loss or damage to all buildings, improvements, fixtures, furnishings, furniture, decorations, fixtures, appliances, equipment, supplies, merchandise and other property, by whomsoever owned, constructed, stored, or placed in or on the premises and does hereby agree that the Lessor will not be responsible for loss or damage to any such property, and the Lessee hereby agrees to indemnify and save harmless the Lessor from and against any and all claims for such loss or damage, other than damage caused by the willful act or negligence of the Lessor or its employees acting within the scope of their employment.

7.24 Waiver of Breach. The acceptance of rent by the Lessor shall not be deemed to be a waiver by the Lessor of any breach by the Lessee of any term, covenant or condition of this lease herein contained, or of the Lessor's right to declare and enforce a forfeiture for any such breach. The failure of the Lessor to insist upon strict performance of any of the terms, covenants and conditions of this lease, or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such terms, covenants, conditions or option, but the same shall be and remain in full force and effect.

7.25 Lessor's Right to Sell Fee. Nothing in this lease shall be construed to prevent the Lessor from selling, assigning or otherwise transferring all or any part of the Lessor's fee simple interest in the premises subject to this lease. In the event of the Lessor's transfer of all of the Lessor's fee simple interest in the premises, any and all obligations of the Lessor under this lease not then accrued shall terminate upon the effective date of such transfer, and the Lessee hereby releases the Lessor from any obligations or covenants under this lease which shall not have accrued prior to such effective date.

7.26 Condemnation.

(a) **Consequences of Condemnation.** In the event at any time or times during the term of this lease the premises or any part thereof shall be taken or condemned by any authority having the power of eminent domain, then, and in every such case, the estate and interest of the Lessee in any part of the premises so taken or condemned shall at once cease and terminate, and the Lessee shall peaceably surrender possession of the premises so taken or condemned.

(b) **Compensation and Damages.** In every such case of taking or condemnation of the premises or any part thereof, all compensation and damages payable for or on account of any land hereby demised shall be payable to and be the sole property of the Lessor, and the Lessee shall have no interest or claim to such compensation or damages or any part thereof whatsoever; and all compensation and damages payable for or on account of the buildings, fixtures and other improvements on the demised land shall be payable to the Lessor except that out of the proceeds of such condemnation Lessor shall pay to Lessee the value of any improvements so condemned that have been placed on the premises by Lessee at Lessee's own cost (exclusive of any construction allowance given to Lessee by Lessor), insofar as the value thereof shall have been specifically determined in the condemnation proceeds, but deducting therefrom, a reasonable portion of the expenses, including attorneys' fees incurred by Lessor in connection with such proceeding. The respective interests of Lessor and Lessee shall be fixed and determined as of the date ("the effective date of condemnation") when the Lessee shall by reason of such taking or condemnation lose the right to possession of such part of the premises so taken or condemned.

(c) **Abatement of Rent on Condemnation.** In case any portion of the land hereby demised shall be taken by condemnation by any duly constituted authority and thereby pass out of the control of the Lessor, and the Lessee shall by reason thereof lose the right to possession of such portion of such land as Lessee hereunder, then, and in every such event, unless the parties shall otherwise agree, the annual rental payable hereunder shall be reduced, except as hereinafter provided, in the proportion which the fair market value of the area of the land taken bears to the fair market value of the total area covered by this lease. If the Lessor and the Lessee are unable to agree upon such fair market values, such fair market values shall be determined by arbitration in accordance with the provisions of Section 5 above.

(d) Termination of Lease. Only part of the premises shall be so taken or condemned, and either:

(A) All of the buildings, fixtures and other improvements on the premises shall be so taken or condemned; or

(B) The parties hereto shall agree in writing that the balance of the premises is unsuitable for the Lessee's use as provided in Section 7.16 above, and the Lessee shall, at the Lessee's own expense, remove all remains of such buildings, fixtures, and other improvements from the balance of the premises and restore the land to good and orderly condition and even grade and the Lessee shall pay the real property taxes for the whole tax fiscal year in which such part of the premises shall be so taken or condemned; or

Then, and in any such case, the Lessee shall have the right, at its option, to terminate this lease by giving written notice of such termination to the Lessor in sufficient time to enable the Lessor to present to or against the condemning authority its claim for compensation or damages consequent upon such termination. Upon such termination, the Lessee shall be relieved of all further obligations under this lease, and the Lessor shall refund to the Lessee any unearned portion of the rent therefor paid in advance prior to the effective date of such termination, and the interest of the Lessor in all compensation or damages payable on account of such condemnation shall be payable to the Lessor, and the Lessee's interest therein shall be payable to the Lessee, all as more fully provided in subparagraph (b) above.

(e) Condemnation of Leasehold Interest. If at any time or times during the term of this lease a leasehold interest in the premises or any part thereof shall be so taken or condemned, then, and in every such case, notwithstanding the foregoing provisions of this Section 7.26, such taking or condemnation shall not result in any reduction in rent hereunder, or give the Lessee any right to terminate this lease with respect to any part of the premises, or excuse the Lessee from the full and faithful performance of its covenants and obligations hereunder for the payment of money, or excuse or relieve the Lessee from the performance of its other covenants and obligations hereunder, except to the extent that and for so long as the performance of such other covenants and obligations shall be rendered impossible by reason of the loss by the Lessee of possession of such part of the premises subject to such taking or condemnation; but in every such case of taking or condemnation of a leasehold interest, the Lessee shall be entitled to claim and recover

from the condemning authority its damages sustained by reason thereof, and all compensation and damages payable for or on account of such taking or condemnation of any part of the leasehold interest of the Lessee hereunder shall be payable to and be the sole property of the Lessee.

(f) Loss of Business Damages. Notwithstanding the foregoing provisions of this Section 7.26, the Lessee shall have the right to claim and recover from the condemning authority, but not from the Lessor, such compensation as may be separately awarded or recoverable by the Lessee in its own right on account of any and all damage to its business by reason of any condemnation and for or on account of any cost or loss to which the Lessee might be put in removing its furnishings and equipment.

(g) Definitions. As used in this Section 7.26, the terms "taken or condemned", "condemnation" and "taking or condemnation" shall also mean and pertain to the sale of the premises or any portion thereof under bona fide and imminent threat or likelihood of condemnation by proper condemning authority for proper public purposes.

7.27 No Brokers. The Lessee has not retained, utilized or communicated with any real estate salesperson or broker regarding this lease, and is aware of no commission or fee payable by either the Lessor or the Lessee in connection with this lease.

7.28 Nearby Agricultural Activities. The Lessee acknowledges that the premises 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 and other agricultural products (such as growing, harvesting and processing activities being herein collectively called the "Agricultural Activities"), which activities may from time to time bring upon the premises or result in smoke, dust, noise, heat, agricultural chemicals, particulates and similar substances and nuisances (collectively, the "Agricultural By-Products"). The Lessee hereby assumes complete risk of and forever releases the Lessor from all claims for damages (including, but not limited to, consequential, special, exemplary and punitive damages) and nuisances occurring on the premises and arising out of any Agricultural Activities or Agricultural By-Products.

Without limiting the generality of the foregoing, the Lessee hereby, with full knowledge of its rights, forever: (a) waives any right to require the Lessor, and releases the Lessor from any obligation, to take any action to correct, modify, alter, eliminate or abate any Agricultural Activities or Agricultural By-Products, and (b) waives any

right to file any suit or claim against the Lessor for injunction or abatement of nuisances. The Lessee shall indemnify, defend and hold harmless the Lessor from and against all claims, demands, actions, losses, damages, liabilities, costs and expenses, including, without limitation, attorneys' fees, asserted against or incurred by the Lessor, which arise out of any injury, death or damage to person, property or business that occurs on the premises and is the result of any Agricultural Activities or Agricultural By-products, irrespective of the theory of liability asserted against the Lessor; 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 the Lessor, but unless the Lessor's willful misconduct shall be established by a final, nonappealable judgment of a court of competent jurisdiction, the Lessor 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 the Lessor.

The Lessee hereby agrees that 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 the Lessor under this lease or be the basis for a suit or other claim for injunction or abatement of nuisances, and the Lessee hereby forever waives any right to file any such suit or claim.

As used in this Section 7.28, all references to the "Lessor" shall mean and include the Lessor and all parent, subsidiary, sister and other affiliated companies of the Lessor, in their respective capacities as the current owner of the premises, 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 the Lessor and its parent, subsidiary, sister and affiliated companies.

Section 8. MUTUAL COVENANTS. The Lessor and the Lessee hereby mutually covenant and agree, each with the other, as follows:

8.1 Estoppel Certificates. From time to time, the Lessor and the Lessee shall provide each to the other, upon written request therefor, estoppel certificates in recordable form certifying that, if such be the case, there are no outstanding breaches of the terms, conditions or covenants contained in this lease; that this lease is in full force and unmodified or, if modified, describing such

modifications; and the dates to which the rents due under this lease have been paid and the amount of security deposit held by the Lessor.

8.2 Right to Install Improvements and Grant Easements. The Lessor shall have the right at all times during the term of this lease to enter upon the premises and install and construct underground utility lines, conduits and appurtenances under, across and through the premises, to service other properties, provided that such lines, conduits and appurtenances do not adversely affect the Lessee's use of the premises for the purposes described in Section 7.16 above. Such installation and construction shall be performed with due diligence and so as to cause the least practicable interference with the conduct of the Lessee's business from the premises, and upon the completion of such installation or construction the Lessor shall restore the surface of the premises to substantially the same (or better) condition the premises were in prior to such installation or construction. The Lessor hereby reserves unto itself, its successors and assigns, the right to designate, grant to third parties, relocate, delete and realign easements, licenses and rights-of-way over, under and across the premises for utilities, drainage, flowage, transformer vault, switching vault, waterline, sanitary sewer and cable television purposes, whenever deemed necessary or desirable by the Lessor for the development or use of other properties, provided that such easements, licenses and rights-of-way shall not be located or exercised so as to materially impair or interfere with the Lessee's use of the premises. The Lessee does hereby irrevocably appoint the Lessor as the Lessee's attorney-in-fact to execute all documents and instruments (including, without limitation, Land Court Petitions), and to do all other things necessary or desirable, in the name and on behalf of the Lessee, to effectuate or exercise the rights of the Lessor set forth above. Notwithstanding such appointment, the Lessee shall promptly upon the Lessor's request and for no additional consideration, join in and execute such documents and instruments if requested to do so by the Lessor.

8.3 Events and Consequences of Default.

8.3.1 Events of Default. In addition to other instances of default specifically set forth in this lease, the following events shall be deemed to be events of default by Lessee:

(a) Lessee shall fail to pay the rent herein reserved or any part thereof when due, and such failure shall continue for a period of ten (10) days thereafter; or

of such termination, whether through inability to relet the premises on satisfactory terms or otherwise.

(b) Lessee shall fail to pay any other sum due Lessor under the terms of this lease within ten (10) days after notice by Lessor; or

(c) Lessee shall fail to observe or perform any other of the covenants herein contained and on the part of the Lessee to be observed and performed, and such failure shall continue for a period of thirty (30) days after written notice thereof shall have been given by the Lessor to the Lessee, unless the Lessee shall have taken steps in good faith within such period to remedy the same and is continuing to so act with diligence and continuity reasonably satisfactory to the Lessor; or

(d) Lessee shall desert, vacate or abandon the premises; or

(e) Lessee then entitled to possession of the premises shall become bankrupt or seek protection under any provision of the Federal Bankruptcy Code, or if any assignment of the Lessee's property for the benefit of the Lessee's creditors shall be made, or if the premises shall be attached through legal process or taken upon execution, unless the Lessee shall take immediate steps in good faith to have such attachment or execution set aside, or if the Lessee shall be voluntarily or involuntarily dissolved; or

(f) A receiver or trustee shall be appointed for all or substantially all of the assets of Lessee; or

(g) Lessee shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

8.3.2 Lessor's Remedies. In the event of any such default, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever.

(a) Terminate this lease, in which event Lessee shall immediately surrender the premises to Lessor, and if Lessee fails so to do, Lessor may, without prejudice to any other remedy which it may have for possession or arrears in rent, enter upon and take possession of the premises and expel or remove Lessee and any other person who may be occupying such premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor, and Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason

(b) Lessor may, with or without termination, at once re-enter the premises or any part thereof in the name of the whole and, upon or without such entry, at its option, expel and remove from the premises Lessee and any persons claiming under Lessee and its and their property without service of notice or resort to legal process or being deemed guilty of any trespass or becoming liable for any loss or damage occasioned thereby, and without prejudice to any other right or remedy of action, including summary possession, which Landlord may have for rent or any other indebtedness owing by Tenant hereunder, whether theretofore or thereafter accruing or to accrue, or damages for any preceding or other breach of contract.

(c) Whether or not Lessor shall have taken any action above permitted, Lessor may bring an action for summary possession in case of such default, and in any such action, service of prior notice or demand is hereby expressly waived. Lessor may, at its option, assert its claim for unpaid rent in such action or may institute a separate action for the recovery of rent.

(d) Lessor may re-enter and take possession of premises by any lawful means. Notwithstanding such retaking of possession by Lessor, Lessee's liability for the rent provided herein shall not be extinguished for the balance of the term of this lease. Upon such re-entry, Lessor may elect either (i) to terminate this Lease, in which event Lessee shall immediately pay to Lessor a sum equal to the rental to be paid over the balance of the term hereof discounted at the rate then being charged for prime short-term commercial loans on Maui; or (ii) without terminating this Lease, to relet all or any part of the premises for the account of Lessee upon such terms and conditions as Lessor may deem advisable, in which event the rents received on such reletting and collection, including necessary renovation and alteration of the premises, reasonable attorneys' fees and real estate commissions paid, and Lessor hereunder, and if a sufficient sum shall not be thus realized to pay Lessor any deficiency monthly, and Lessor may bring an action therefor as such monthly deficiency shall arise. In the event of (ii) above, Lessee shall not be entitled to receive any excess or surplus rent which may be received. No such reentry or taking possession of said premises by Lessor shall be construed as an election on its part to terminate this lease unless a written notice of such intention be

given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this lease for such previous breach. Should Lessor at any time terminate this lease for any breach, in addition to any other remedies it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the demised premises including reasonable attorneys' fees and costs. In the event of any such retaking of possession of premises by Lessor as herein provided, Lessee shall remove all personal property located therein, and upon failure to do so upon demand of Lessor, Lessor, at its option, may consider all personal property located therein abandoned, or may remove and store the same in any place selected by Lessor, including but not limited to a public warehouse, at the expense and risk of Lessee. If Lessee shall fail to pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, Lessor may sell any or all of such property at public or private sale and shall apply the proceeds of such sale first, to the cost of such sale, second, to the payment of the charges for storage, if any, and third, to the payment of any other sums of money which may be due from Lessee to Lessor under the terms of this Lease, and the balance, if any, to Lessee. Lessee hereby waives all claims for damages that may be caused by Lessor's lawfully re-entering and taking possession of premises or lawfully removing and/or storing the property of Lessor as herein provided, and will save Lessor harmless from loss, costs or damages occasioned Lessor thereby, and no such lawful re-entry shall be considered or construed to be a forcible entry.

(e) Whether or not Lessor retakes possession or relets the premises, Lessor shall have the right to recover unpaid rent and all damages caused by Lessee's default, including attorneys' fees. Damage shall include, without limitation: all rentals lost, all legal expenses and other related costs incurred by Lessor following Lessee's default, all costs incurred by Lessor in restoring the premises to good order and condition, or in remodeling, renovating or otherwise preparing the premises for reletting, all costs (including without limitation any brokerage commissions and the value of Lessor's time) incurred by Lessor, plus interest thereon from the date of expenditure until fully repaid at the rate of twelve percent (12%) per annum.

(f) Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, such remedies being cumulative and non-exclusive, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of any damages accruing to Lessor by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by the Lessor or its agents during the lease term hereby granted shall be deemed a termination of this lease or an acceptance of the surrender of the premises, and no agreement to terminate this lease or accept a surrender of said premises shall be valid unless in writing signed by Lessor. No waiver by Lessor of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Lessor's acceptance of the payment or rental or other payments hereunder after the occurrence of an event of default shall not be construed as a waiver of such default unless Lessor so notifies Lessee in writing. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of Lessor's right to enforce any such remedies with respect to such default or any subsequent default. If, on account of any breach or default by Lessee in Lessee's obligations under the terms and conditions of this lease, it shall become necessary or appropriate for Lessor to employ or consult with an attorney concerning or to enforce or defend any of Lessor's rights or remedies hereunder, Lessee agrees to pay any reasonable attorneys' fees so incurred.

3.4 Security Deposit. Lessee has paid Lessor upon the delivery of this lease the sum of Five Hundred Seventy Dollars (\$570.00) as security for the full and faithful performance by Lessee of each and every term, provision, covenant and condition of this lease. If Lessee defaults in respect of any of the terms, provisions, covenants and conditions of this lease, including but not limited to payment of rent, Lessor may, but shall not be required to, use, apply or retain the whole or any part of the security for the payment of any rent in default or for any other sum which Lessor may expend or be required to expend by reason of Lessee's default, including any damages or deficiency in the reletting of the premises, whether such damages or deficiency accrue before or after summary proceedings or other re-entry by Lessor. If Lessee fully and faithfully complies with all the terms, provisions, covenants and

conditions of this lease, the security, or any balance thereof, shall be returned to Lessee after the lease term expires and after the removal of Lessee and surrender of possession of the premises to Lessor. Whenever and as often as the amount of the security held by Lessor shall be diminished by Lessor's application thereof, Lessee shall, within ten (10) days after Lessor's request therefor, deposit additional money with Lessor sufficient to restore the security to a sum equal to its original amount of \$570. Lessee shall not be entitled to any interest on the aforesaid security. In the absence of evidence satisfactory to Lessor of an assignment of the right to receive the security, or the remaining balance thereof, Lessor may return the security deposit to the original Lessee, regardless of one or more assignments of the lease itself. In case of a sale or transfer of the fee of the demised premises, or any cessation of Lessor's interest therein, whether in whole or in part, Lessor may pay over any unapplied part of said security to the succeeding owner of the demised premises and from and after such payment Lessor shall be relieved of all liability with respect thereto. The provisions of the preceding sentence shall apply to every subsequent sale or transfer of the fee of the premises, and any successor of Lessor may, upon a sale, transfer, or other cessation of the interest of such successor in the demised premises, whether in whole or in part, pay over any unapplied part of said security to the successor owner of the demised premises and shall thereupon be relieved of all liability with respect thereto.

8.5 Costs and Attorneys' Fees. Each party (the "defaulting party") will pay to the other party (the "non-defaulting party"), on demand, all costs and expenses, including attorneys' fees, incurred by the non-defaulting party in enforcing any of the covenants herein contained, in remedying any breach by the defaulting party of its covenants, in recovering possession of the premises, in collecting any delinquent rent, taxes or other charges payable by the defaulting party hereunder, or in connection with any litigation commenced by or against the non-defaulting party (other than condemnation proceedings) to which the non-defaulting party, without any fault on its part, shall be made a party.

8.6 Interpretation. Unless the context otherwise requires, the term "premises" means and includes the land hereinabove described and all buildings, structures, fixtures and improvements now located upon or at any time hereafter constructed or placed upon such land during the term of this lease. The headings of sections and subsections herein are inserted only for convenience and reference and shall in no way define, limit or describe the scope or intent of any provision of this lease. The use of

any gender shall include all genders. Use of the singular shall include the plural, and use of the plural shall include the singular, as appropriate in the context. This lease contains all of the agreements between the parties relating to the Lessee's use and occupancy of the premises and supercedes all other prior or concurrent oral or written letters, agreements and understandings. This lease shall be construed and interpreted under and pursuant to the laws of the State of Hawaii.

8.7 Parties in Interest. All of the terms, conditions and covenants of this lease shall inure to the benefit of and be binding upon the successors and assigns of the Lessor, and the permitted successors and permitted assigns of the Lessee, to the same extent as such terms, conditions and covenants inure to the benefit of and are binding upon the Lessor and the Lessee, respectively.

8.8 No Partnership. Lessor does not, in any way for any purpose, become a partner of Lessee in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Lessee. The provisions of this lease concerning Lessor's interests in the improvements which Lessee constructs on the premises are included to document Lessor's construction allowance paid to Lessee and Lessor's resulting interests in the improvements which are separate from Lessee's interest therein and which relate to the Building Rent that Lessee owes under the lease.

8.9 Partial Invalidity. Each term, covenant or condition of this lease shall be valid and enforced to the fullest extent permitted by law. If any term, covenant or condition of this lease or the application thereof to any person or circumstance to any extent is invalid or unenforceable, then the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

8.10 Notice. All notices or demands required or permitted to be given hereunder shall be in writing and delivered by hand or overnight courier or mailed in the United States mail, postage prepaid by certified or registered mail, return receipt requested, or sent by facsimile transmission to the appropriate address indicated below or at such other place or places as either Buyer or Seller may, from time to time, respectively, designate in a written notice given to the other. Notices which are delivered by hand or overnight courier shall be deemed received upon delivery. Notices sent by facsimile transmission shall be deemed received upon confirmation of receipt. Notice which are deposited in the United States mail in accordance with the terms of this Section shall be

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deemed received three (3) days after the date of mailing thereof.

If to Lessor:

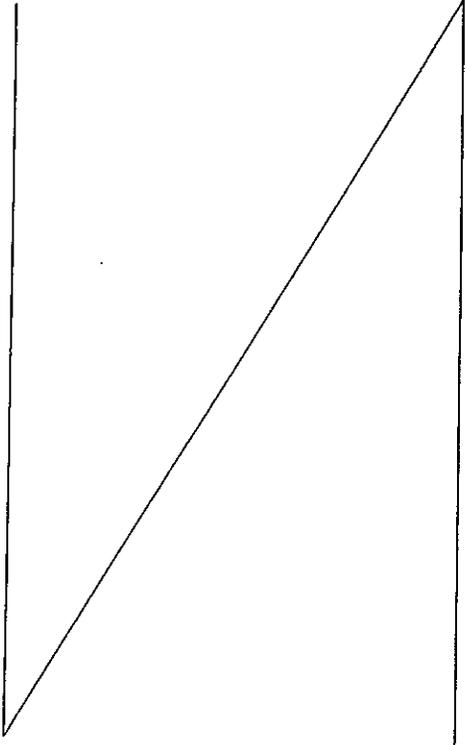
A&B-Hawaii, Inc.
822 Bishop Street
Honolulu, HI 96813
Fax No. (808)525-8447

With copy to:

Law Department
A&B-Hawaii, Inc.
822 Bishop Street
Honolulu, HI 96813
Fax No. (808)525-6678

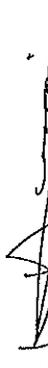
If to Lessee:

Doris Todd Memorial Christian
School Board
519 Baldwin Avenue
Paia, Maui, HI 96779
Attention: President,
Board of Directors
Fax No. (808)579-9449



IN WITNESS WHEREOF, the parties have executed these presents as of the day and year first above written.

A&B-HAWAII, INC.

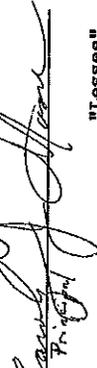
BY 
ITS SENIOR VICE PRESIDENT

BY 
ITS SECRETARY

"Lessor"

DORIS TODD MEMORIAL CHRISTIAN
DAY SCHOOLS

BY 
ITS

BY 
ITS PRESIDENT

"Lessee"

STATE OF HAWAII)
) SS:
 CITY & COUNTY OF HONOLULU)

On this 12 day of November 1996, before me appeared E. K. SASAKI and ALYSON J. MAKAMURA to me personally known, who, being by me duly sworn (or affirmed), did say that they are the SENIOR VICE PRESIDENT and SECRETARY respectively, of AEB-HAWAII, INC., a Hawaii corporation; that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Officers acknowledged said instrument to be the free act and deed of said corporation.

Suzanne R. McLaughlin
 Notary Public, State of Hawaii
 My Commission Expires: 4/18/97

STATE OF HAWAII)
) SS:
 COUNTY OF MAUI)

On this 20 day of November 1996, before me appeared Leahana K. Kaku and Carlynn J. Miller to me personally known, who, being by me duly sworn (or affirmed), did say that they are the PRESIDENT and VICE PRESIDENT respectively, of DORIS TODD MEMORIAL CHRISTIAN DAY SCHOOLS, a Hawaii non-profit corporation; that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Officers acknowledged said instrument to be the free act and deed of said corporation.

Jerry D. Carter
 Notary Public, State of Hawaii
 My Commission Expires: 1/29/96

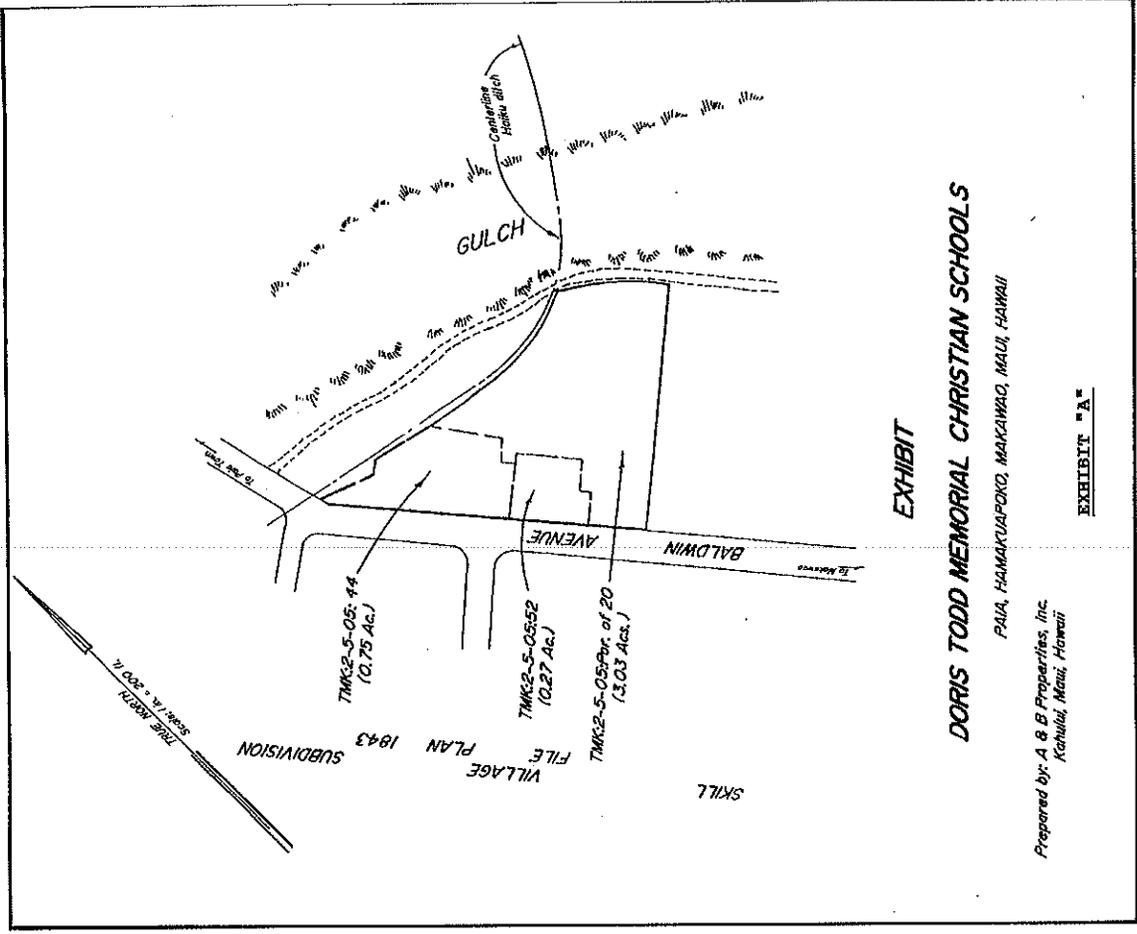


EXHIBIT
 DORIS TODD MEMORIAL CHRISTIAN SCHOOLS
 PALA, HANAKUAPONO, MAKAWAO, MAUI, HAWAII
 Prepared by: A & B Properties, Inc.
 Kahului, Maui, Hawaii
 EXHIBIT "A"

DESCRIPTION

DORIS TODD MEMORIAL CHRISTIAN
SCHOOL LOT

[TAX MAP KEY: (2)2-5-05:44 & 52]

All of that certain parcel of land, being a portion of the land deeded by the Board of Education to the Trustees of the Oahu College dated: January 30, 1860 in Liber 12, pages 400 to 403 situated at Hamakuaoko, Makawao, Island and County of Maui, State of Hawaii.

Beginning at a 1/2-inch pipe at the southerly corner of this lot, on the northeasterly side of Baldwin Avenue, said pipe being also the northwesterly corner of Lot C of the Paia Store Village Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNENE 2" being 1,442.46 feet North and 8,492.15 feet East and running by azimuths measured clockwise from True South:

1. 138° 36' 560.02 feet along the northeasterly side of Baldwin Avenue to a 1/2-inch pipe;
2. Thence along same on a curve to the right with a radius of 285.00 feet, the chord azimuth and distance being: 143° 39' 05" 50.19 feet to a 1/2-inch pipe;
3. 285° 01' 202.95 feet along Lot B of the Paia Store Village Subdivision, being also the remainder of the land deeded by the Board of Education to the Trustees of the Oahu College dated: January 30, 1860 in Liber 12, pages 400 to 403 to a 1/2-inch pipe;
4. 280° 00' 27.61 feet along same to a 1/2-inch Pipe;

Page 1 of 2

EXHIBIT "A"

- | | | | |
|-----|--------------|--------|--|
| 5. | 281° 00' | 28.90 | feet along same to a 1/2-inch pipe; |
| 6. | 281° 30' | 39.59 | feet along same to a 1/2-inch pipe; |
| 7. | 259° 30' | 151.25 | feet along same to a 1/2-inch pipe; |
| 8. | 225° 00' | 26.80 | feet along same to a 1/2-inch pipe; |
| 9. | 222° 00' | 25.12 | feet along same to a 1/2-inch pipe; |
| 10. | 301° 31' 30" | 278.38 | feet along same to a 1/2-inch pipe; |
| 11. | 45° 15' | 439.40 | feet along Lots A and C of the Paia Store Village Subdivision to the point of beginning and containing an Area of 3.442 Acres. |

Prepared by A&B Properties, Inc.
Kahului, Maui, Hawaii

November 6, 1996

This work was prepared by me or under my supervision.



Ken T. Nomura
Registered Professional Land Surveyor No. LS-7633

ME
13/34-n

Page 2 of 2

APPENDIX B
Zoning & Flood Confirmation Form

'05 APR -1 A10 :32

COUNTY OF MAUI
DEPARTMENT OF PLANNING

DEPT OF PLANNING
COUNTY OF MAUI

ZONING AND FLOOD CONFIRMATION REQUEST FORM

APPLICANT: Chris Hart & Partners, Inc. PHONE NO.: 242-1955/fax: 242-1956
ADDRESS: 1955 Main St., Ste. 200, Wailuku, HI 96793
PROJECT NAME: Doris Todd Memorial Christian School
ADDRESS AND/OR LOCATION: 519 Baldwin Avenue, Paia, Maui, Hawaii
TMK NUMBER(S): (2) 2-5-005:044 & 052

ZONING INFORMATION

STATE LAND USE AG COMMUNITY PLAN P/QP
COUNTY ZONING INTERIM SPECIAL DISTRICT _____
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 [x] No

FLOOD DEVELOPMENT PERMIT IS REQUIRED [] Yes or [x] 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:

Aaron Shinmoto
Signature **AARON SHINMOTO**
Planning Program Administrator
Zoning Administration and Enforcement Division 5/03

8/5/05
Date

COUNTY OF MAUI
DEPARTMENT OF PLANNING

'05 APR -1 ZONING AND FLOOD CONFIRMATION REQUEST FORM

DEPT. OF PLANNING
COUNTY OF MAUI
RECEIVED
APPLICANT: Chris Hart & Partners, Inc. PHONE NO.: 242-1955/fax: 242-1956
ADDRESS: 1955 Main St., Ste. 200, Wailuku, HI 96793
PROJECT NAME: Doris Todd Memorial Christian School
ADDRESS AND/OR LOCATION: 519 Baldwin Avenue, Paia, Maui, Hawaii
TMK NUMBER(S): (2) 2-5-005:020

ZONING INFORMATION

STATE LAND USE AG COMMUNITY PLAN AG, P/QP
COUNTY ZONING AG, UR, INTERIM SPECIAL DISTRICT _____
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:

Maaron Shinmoto
Signature **MAARON SHINMOTO**
Planning Program Administrator

8/5/05
Date



A&B PROPERTIES, INC.
A SUBSIDIARY OF ALEXANDER & BALDWIN, INC.

33 Lono Avenue, Suite 400
Kahului, Hawaii 96732-1608
P.O. Box 156
Kahului, HI 96733-6656
www.abprop.com
Tel (808) 877-5523
Fax (808) 871-7497

August 23, 2005

MEMORANDUM

RECEIVED
AUG 24 2005

Christina Alexander & Baldwin, Inc.
33 Lono Avenue, Suite 400
Kahului, HI 96732-1608

Chris

TO: Chris Hart
Chris Hart & Partners

FROM: H. Kawahara

SUBJECT: Doris Todd Memorial Christian School
Paia Store Village Subdivision

Enclosed for your information is a copy a of the e-mail response to my June 6th letter from Francis Cerizo regarding the community plan and zoning for the lot that we are subdividing for the school. I believe that the applications you are preparing will meet the zoning requirement indicated by Francis.

H. Kawahara

HK:sl
Enclosure

cc: Properties, Honolulu (w/enclosure)
Carolyn Moore (w/enclosure)

Kawahara, Hideo at PROP_MAUI

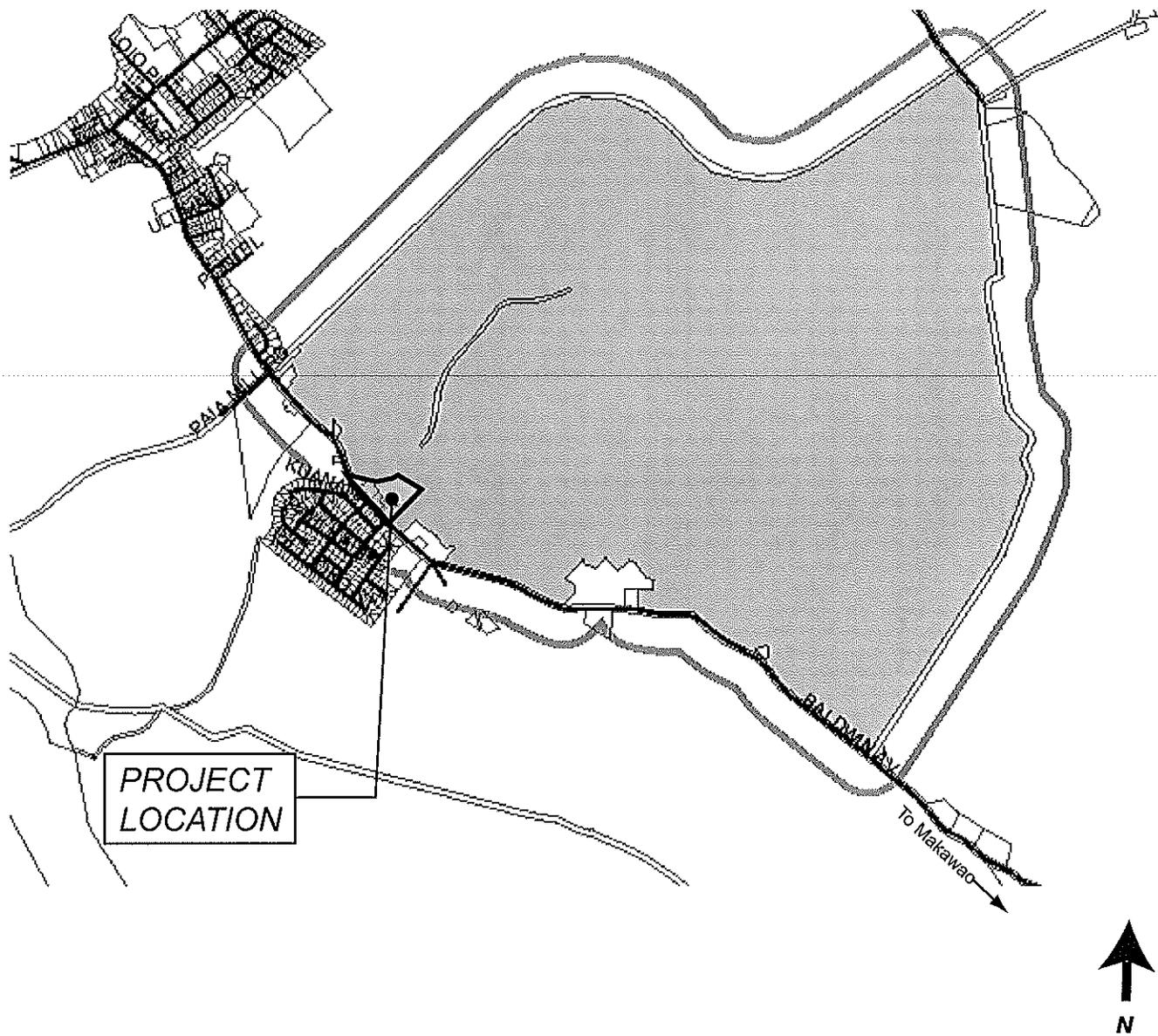
From: Francis Cerizo [Francis.Cerizo@co.maui.hi.us]
Sent: Monday, August 15, 2005 9:25 AM
To: hkawahara@abprop.com
Cc: Aaron Shinmoto; Lesli Otani
Subject: dsa no. 2.2892 ; Paia Store Village Subd

Hideo:

Thank you for your letter of June 6, 2005 for zoning confirmation. The majority of Lot B-3 is zoned agricultural. The portions of Lot B-3 with community planned (CP) designations of P/QP and Residential are interim. Lot B-1 has both P/QP and Residential CP designated areas and a Change in Zoning would be required unless a exemption is allowed.

Francis

APPENDIX C
List of Owners Within 500-foot Radius



MAP SHOWING PARCELS
WITHIN 500 FEET OF
TMK: (2) 2-5-005:020, 044, & 052
Paia, Maui, Hawaii

**PARCEL OWNERS WITHIN
500 FEET OF THE PROJECT**

Parcel	Owner	Mailing Address
225004013	A & B - HAWAII INC	PO BOX 156 KAHULUI HI 96732 0000
225004036	A & B - HAWAII INC	PO BOX 156 KAHULUI HI 96732 0000
225004038	A & B - HAWAII INC	PO BOX 156 KAHULUI HI 96732 0000
225004045	A & B - HAWAII INC	PO BOX 156 KAHULUI HI 96732 0000
225005003	ROMAN CATHOLIC CHURCH	HAWAIIAN TRUST CO LTD - RPT PO BOX 3170 HONOLULU HI 96802 3170
225005006	A & B - HAWAII INC	PO BOX 156 KAHULUI HI 96732 0000
225005007	A & B - HAWAII INC	PO BOX 156 KAHULUI HI 96732 0000
225005009	A & B - HAWAII INC	PO BOX 156 KAHULUI HI 96732
225005011	A & B - HAWAII INC	PO BOX 156 KAHULUI HI 96732 0000
225005012	A & B - HAWAII INC	PO BOX 156 KAHULUI HI 96732 0000
225005013	A & B - HAWAII INC	PO BOX 156 KAHULUI HI 96732 0000
225005018	A & B - HAWAII INC	PO BOX 156 KAHULUI HI 96732 0000

**PARCEL OWNERS WITHIN
500 FEET OF THE PROJECT**

Parcel	Owner	Mailing Address
225005021	A & B - HAWAII INC	PO BOX 156 KAHULUI HI 96732 0000
225005023	A & B PROPERTIES, INC	P. O. BOX 156 KAHULUI HI 96732
225005027	A & B - HAWAII INC	PO BOX 156 KAHULUI HI 96732
225005028	A & B - HAWAII INC	PO BOX 156 KAHULUI HI 96732 0000
225005044	A & B - HAWAII INC	PO BOX 156 KAHULUI HI 96732 0000
225005049	HAWN TELEPHONE CO	ATTN LAND & BLDG (HIUP4) P O BOX 2200 HONOLULU HI 96841
225005052	A & B - HAWAII INC	PO BOX 156 KAHULUI HI 96732 0000
225005053	A & B - HAWAII INC	PO BOX 156 KAHULUI HI 96732 0000
225005054	A & B HAWAII INC	PO BOX 156 KAHULUI HI 96732 0000
225006001	DELA CRUZ, EDWIN CAMAGONG	355 BALDWIN AVE PAIA HI 96779
225006002	SALMO, RODOLFO S	730 S KEI PL KAHULUI HI 96732

**PARCEL OWNERS WITHIN
500 FEET OF THE PROJECT**

Parcel	Owner	Mailing Address
225006005	WALLACE,DEBORAH LEINANI	P O BOX 242 PUUNENE HI 96784 0000
225006006	KOHS,MONICA NOELLE TRUST	ATTN: CAROLYN KOHS PO BOX 3376 SAN RAFAEL CA 94912
225006009	SABLAN,VINCENT	1905-B LAFAYETTE ST ALAMEDA CA 94501
225006009	SOLIBEN,MARY K	P O BOX 413 PAIA HI 96779
225006010	GARCIA,PRESENTACION L	P O BOX 790248 PAIA HI 96779
225006011	STEIN,DAVID L	MR DAVID STEIN PO BOX 792044 PAIA HI 96779 0000
225006019	A & B - HAWAII INC	C/O HERITAGE HALL, INC PO BOX 791057 PAIA HI 96779
225011001	GOMES, AUGUSTINE/DOLORES	PO BOX 56 PAIA HI 96779 0000
225011002	KISSLER,SUSAN D.	C/O DOUGLAS MILLER P O BOX 792031 PAIA HI 96779
225011003	MUNAR,PETRONILO	C/O RUFINA MUNAR P.O. BOX 790373 PAIA HI 96779

**PARCEL OWNERS WITHIN
500 FEET OF THE PROJECT**

Parcel	Owner	Mailing Address
225011008	FRANCO,CAROLYN JEAN	513 KUANANA ST PAIA HI 96779 9622
225011009	IGNACIO MARVIN F	507 KUANANA ST PAIA HI 96779 0000
225011010	GURAT,ROY FERNANDEZ	C/O RUBENSTEIN,SUSAN/SMOOKLER,ANDREW 501 KUANANA ST PAIA HI 96779 9622
225011011	GONSALVES,GLEN JOSEPH	496 KUANANA ST PAIA HI 96779 0000
225011022	KEALOHA-CANTERO,SONIA ESTER REVC LVG TR	494 KUANANA ST PAIA HI 96779 0000
225011023	MOORE,BRIAN D	32 PUA OLE ST PAIA HI 96779 0000
225011086	BALIOS,ROBERT O	P O BOX 1039 PUUNENE HI 96784 1039
225011087	NEWTON, ESTRELLITA MARIE	552 HAAWINA ST PAIA HI 96779 0000
225011088	MCKUHEN,ANNA-MARIE BUCAUTO	551 HAAWINA ST. PAIA HI 96779
225011089	SOMBELON,SHIRLEY A	P O BOX 790263 PAIA HI 96779

**PARCEL OWNERS WITHIN
500 FEET OF THE PROJECT**

Parcel	Owner	Mailing Address
225011094	JACINTO,PATRICIO C TR	524 KUANAPA ST PAIA HI 96779
225011094	JIMENEZ,REYNITA	PO BOX 791024 PAIA HI 96779 0000
225011095	PANG,WINSTON KOON KAU	532 KUANANA ST PAIA HI 96779 0000
225011096	KEALOHA,DONALD T	C/O M/M CORY KEALOHA 540 KUANANA ST PAIA HI 96779
225011097	FRANCO,JOSEPH A JR	P O BOX 295 PAIA HI 96779 0295
225011098	HIGGINS ROBERT S/ROBERTA A	26 MAHIKO ST PAIA HI 96779 0000
225012039	VALOROSO THOMAS/SHIRLEY M	49 PALEKANA ST PAIA HI 96779 0000
225012040	GAMUROT LAWRENCE	PO BOX 247 WAILUKU HI 96793 0000
225012042	LABORTE CLARENCE H/KAREN	37 PALEKANA STREET PAIA HI 96779 0000
225012043	FLORES,LEE A	29 PALEKANA ST PAIA HI 96779

**PARCEL OWNERS WITHIN
500 FEET OF THE PROJECT**

Parcel	Owner	Mailing Address
225012048	FRANCO,ROSIE P	C/O DENNIS FRANCO 400 WAI AMA WAY HAIKU HI 96708
225012049	CHAMBERS,SYNNEVE A	23 ANOHOU ST PAIA HI 96779 0000
225012050	VANDERVOORT,JANET DIANE TR	PO BOX 790857 PAIA HI 96779 0000
225012051	VIERRA,HERBERT JR	605 HAAWINA ST PAIA HI 96779
225012052	MATSUMOTO,JASON W	615 HAAWINA ST PAIA HI 96779 0000
225012053	CARPIO LEONORA Y	32 PALEKANA ST PAIA HI 96779 0000
225012054	JENNINGS,CHARLES M	P O BOX 791091 PAIA HI 96779 1091
225012055	GALACIA,JOHN TRS	50 PALEKANA ST PAIA HI 96779 0000
225012071	AGARAN,REYNALDO R	P O BOX 790327 PAIA HI 96779
225012072	LOUDON SUE ANN	12 ANOHOU STREET PAIA HI 96779 0000
225012073	VEGAS ALEXANDER JR/MARY	587 KUANANA ST PAIA HI 96779 0000

**PARCEL OWNERS WITHIN
500 FEET OF THE PROJECT**

Parcel	Owner	Mailing Address
225012077	RUSSELL,DAVID MORGAN	592 KUANANA ST PAIA HI 96779
225012078	SILVA,JEFFREY WILLIAM	582 KUANANA ST PAIA HI 96779 0000
225012079	SAKAMOTO,KEITH	572 KUANANA ST PAIA HI 96779 0000
225012080	WAIKIKI,CY K	PLANESI,JOSEPHINE 564 KUANANA ST PAIA HI 96779 0000
225012081	KAHAKAUWILA,DANIEL JOHN	593 HAAWINA ST PAIA HI 96779
225012082	THOMPSON,CLAUDIA JOSEPHINE	585 HAAWINA ST PAIA HI 96779 9612
225012083	CALIVA,ERNESTO F	577 HAAWINA ST PAIA HI 96779
225012084	PAUL,SIMON	569 HAAWINA ST PAIA HI 96779
225012085	TANIGUCHI,ROBERT H	P O BOX 790759 PAIA HI 96779
225012085	TANIGUCHI,TED T	DECOITE, LORINE S. ET AL P O BOX 880509 PUKALANI HI 96768

**PARCEL OWNERS WITHIN
500 FEET OF THE PROJECT**

Parcel	Owner	Mailing Address
225012089	FERREIRA, CLARENCE T JR	C/O MARSHA G WILMETH PO BOX 791501 PAIA HI 96779
225012089	FERREIRA, FAMILY TR	2771 KAUIKOALANI PL HAIKU HI 96708
225012089	FERREIRA, MICHAEL	3020 KEKAULIKE AVE KULA HI 96790
225012089	FERREIRA, PHILIP J	P O BOX 6251 HILO HI 96720 8925
225012089	MIYAHIRA, EVONNE I	P O BOX 1087 KIHEI HI 96753

APPENDIX D
Long-Range Plan For Facilities Development

*DORIS TODD
MEMORIAL
CHRISTIAN SCHOOL
PAIA, HAWAII*



*LONG-RANGE PLAN
FOR
FACILITIES
DEVELOPMENT*

DEDICATION

*"Unless the LORD builds the house,
They labor in vain who build it;*

*Unless the LORD guards the city,
The watchman stays awake in vain."*

Psalm 127:1
(NKJV)

ACKNOWLEDGMENTS

The following individuals are recognized for significant personal involvement in this project:

Missionary Tech Team for assistance in preliminary planning

Mr. Dan Smith, Architect

Mr. Ernest Shimizu, Architectural Consulting

Mr. Ed Morales, Computer Drafting

Mr. Joseph Lancor, Architect

Phase I Site Work

“Doc” Wilson, Project Manager

Roger Wark, Contractor

Phase II Construction

Betsill Brothers Construction

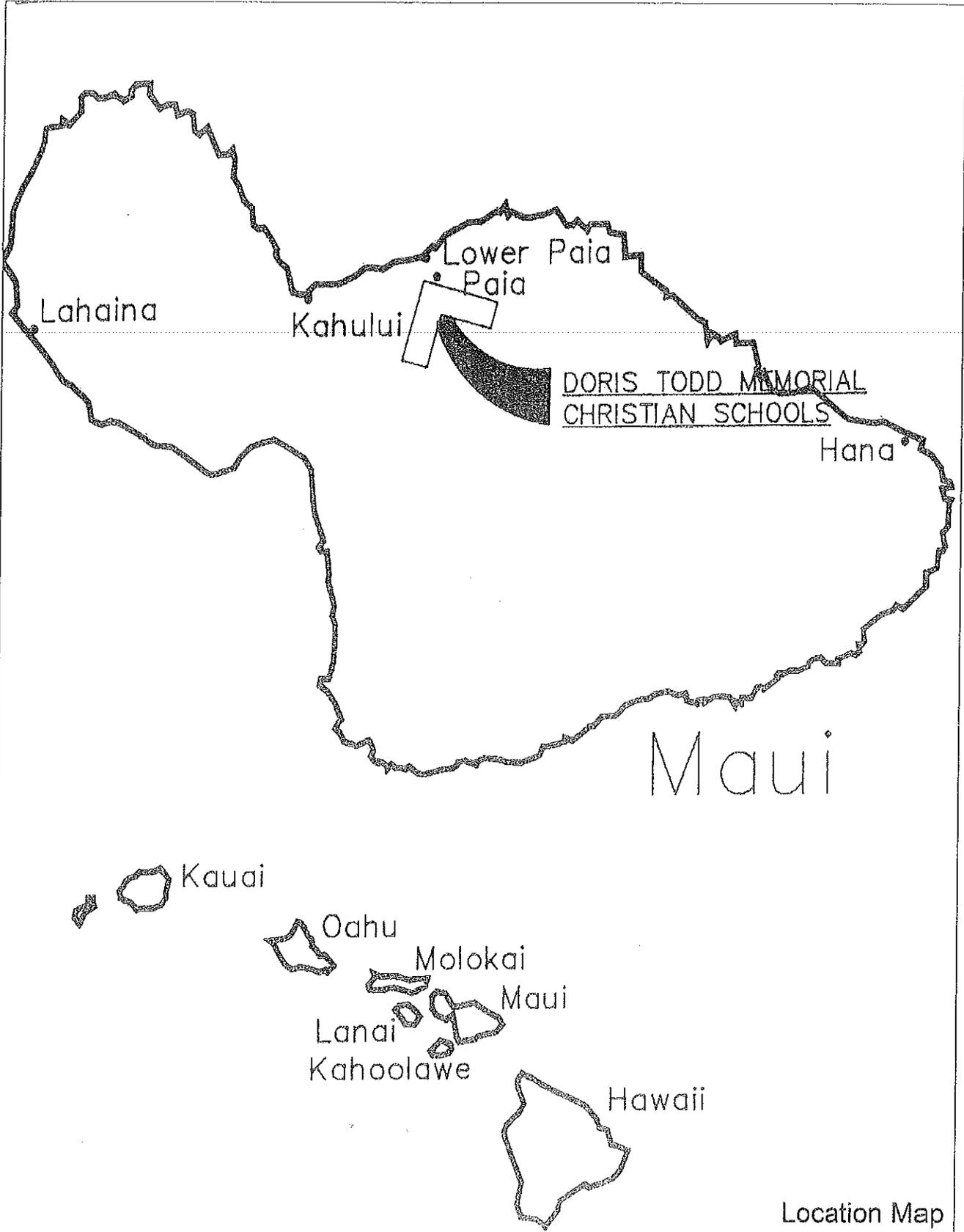
Richard Fewell, DTMCS Representative

Edited by Carolyn Moore

February 3, 2004

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II. THE ANALYSIS OF THE EXISTING SITE	4
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Location Map

Figure 1

SECTION ONE

Missionary Tech Team

July 9, 1992

I. INTRODUCTION

A. Purpose and Scope

This report presents the proposed long-range plan for the orderly development of new facilities for Doris Todd Memorial Christian School in Paia, Maui, Hawaii (see Figure 1). Doris Todd Memorial Christian School exists to provide a well-rounded education for Christian young people. There is an emphasis on quality academic instruction and sensitive, sincere spiritual guidance with a variety of opportunities for student activities.

The school was started in 1956 as an outreach of East Maui Baptist churches and is now part of Berean Mission, Inc. There were four students in the first year. Current enrollment is between 140 and 160 students. In 1961 the school moved to the property on Baldwin Avenue in Paia. The need to plan for increasing enrollments has prompted the motivation to review and plan for development. Improved facilities may also serve as a definite incentive for longer-term staff involvement and generate interest for prospective students.

There is an attitude among those associated with the school that the school has outgrown their existing facilities. However, the immediate need for a new building is more directly related to providing adequate size and quality of classroom space. There is a need as well for a Master Plan to illustrate the goals of the school for future development.

In overview of this report, Section II, THE ANALYSIS OF THE EXISTING SITE, includes a description of the building site and the adjacent site features and THE PROGRAM STATEMENT, Section III, focuses on the functional aspect of the proposed new facilities as well as the land-use-plan site issues. This combined information serves as the basis for the ultimate development of the facilities and is described in Section IV, THE DEVELOPMENT PLAN. The details of the facilities necessary to implement the desired program are included in this description.

B. Spirit of the Problem

Doris Todd Memorial Christian School has established a solid program of education with a staff that forms one of the school's major strengths. The emphasis on Christian character, academic excellence, discipline and patriotism as well as concern of the staff for the total quality of student life, demonstrates the importance of the school's program. With the addition of temporary classrooms, and a space use schedule that frequently fills every available building area, these conditions have prompted a consideration of overall solutions for facilities to match the high quality of the rest of the school's educational program.

II. THE ANALYSIS OF THE EXISTING SITE

The property for Doris Todd Memorial Christian School is located on Baldwin Avenue, south of Paia (see Figure 1). This is on the island of Maui and is primarily an agricultural area. (There is a

relatively small housing development directly across the street, however, there are sugar cane fields around the rest of the school property.) This area is part of a proposed development plan by land developer Alexander & Baldwin Properties, Inc. which would include over 500 homes. An open concrete culvert and a drainage gulch form the north boundary. The land to the north and east is farmland. The ocean is generally northeast of the site and is somewhat visible from the higher portions of the property.

A. Description and Existing Land Use

The 4.05-acre site is approximately 400 feet wide and 600 feet north to south (see Figure 2). The property is generally zoned into four basic areas. These are school plant, parking, playground, and playfield area described as follows:

SCHOOL PLANT -

The total gross building areas includes approximately 13,082 square feet. Table One lists individual space areas. There are three basic buildings, two of which are scheduled to be replaced (see Figure 3).

Building "A" includes the administration and office areas with the main assembly space. This building is also used for Paipala Church, a mission church for Berean Mission, Inc. Building "B" is an existing classroom building. Building "C" consists of two double-wide mobile home units connected by a covered outdoor area.

There is a teacher's cottage for staff housing on the property located east of Building "C" near the playground area.

PARKING -

There is a paved parking area with space for 42 vehicles at the west "corner" of the property adjacent to Baldwin Avenue.

PLAYGROUND -

The area north and east of the school buildings contains swings, slides and other play equipment as well as space for kickball for use by the elementary grades. There is also a paved basketball area to the east of Building "C".

PLAYING FIELDS AREA -

An open lawn area south of Building "C" is available for a playing field.

The property is presently zoned Agricultural and as such schools are not a permitted use. Future Development of additional school facilities would require approval of a Conditional Use Permit or re-zoning to a use classification that permits schools. There are future plans to re-zone the property to an "Urban" land use classification, which will permit the use of property for schools.

B. Site Characteristics

The individual features of the site and the respective impact of various characteristics form patterns that influence the planning process. These are illustrated on the SITE CHARACTERISTICS MAP, (See Figure 2), and described as follows.

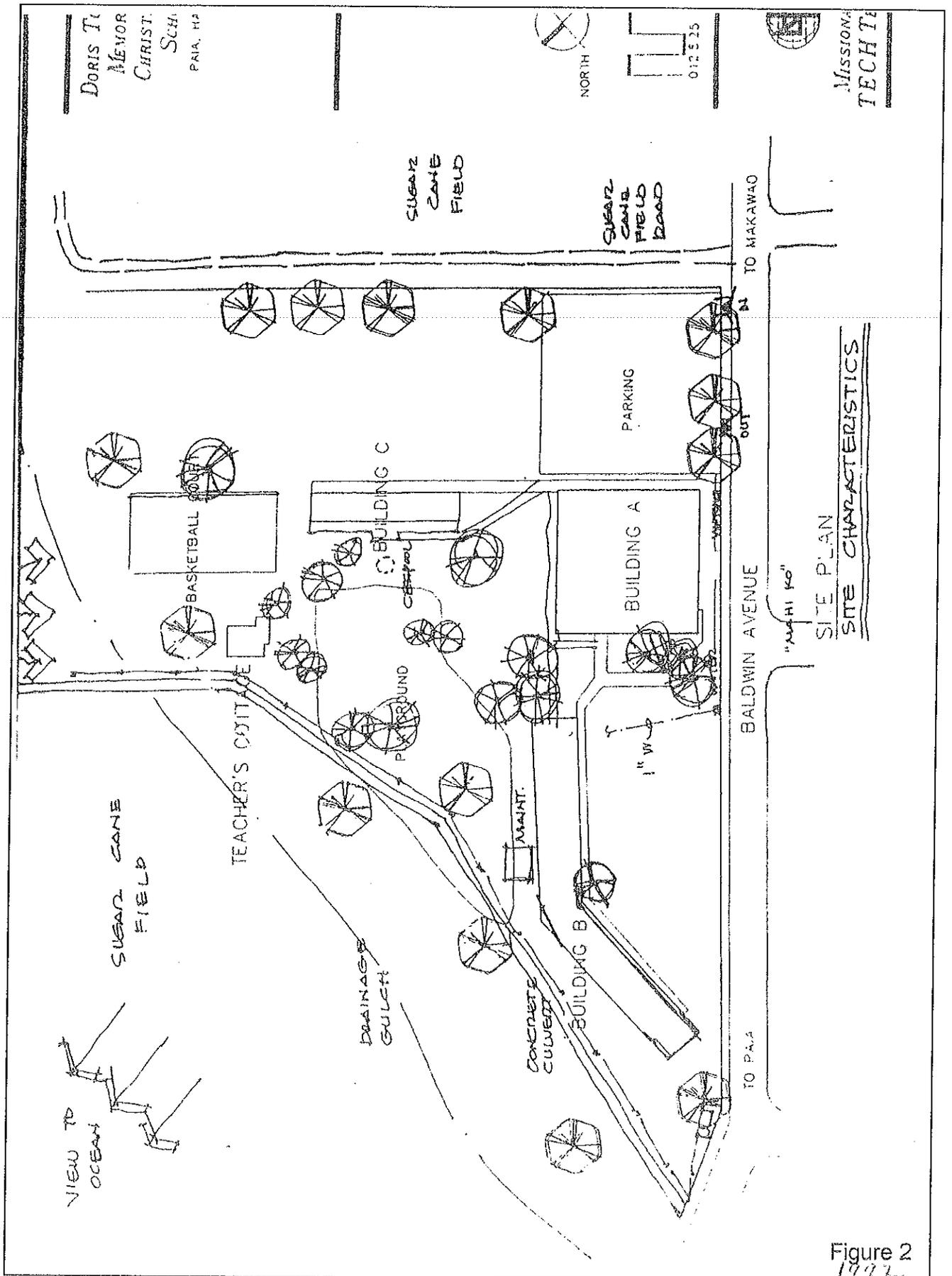


Figure 2
1992

Access to the school is from Baldwin Avenue, a paved road along the south boundary of the property. The parking area is entered from Baldwin Avenue. There is also access to Building "A" directly from Baldwin Avenue.

There is quite a bit of vegetation on and around the school property. A row of small trees lines the south property line and there are trees along the gulch to the north. Most of the trees near the school property are in relation to the buildings and play areas.

The desirable views for the property are primarily oriented at other facilities on the property. Also the trees along the south boundary form an attractive backdrop for potential development. Summer breezes primarily come from east-northeast (off the ocean side).

The site slopes downhill from south to north with several relatively large "level" areas across the site. There is some potential for flooding of buildings due to topography of the site and the way in which the buildings were constructed.

The utilities at the site consist of electricity and telephone, water and sewer from local services. The existing septic disposal for Building "P" is through an on-site cesspool, which will be eliminated, in future development. There is an existing 6" sewer line to Building "B". Soil testing by a soils engineer will be required for future development.

TABLE ONE: EXISTING FACILITIES (1992)

SPACE	BUILDING	USE	AREA S.F.
Office	A	Reception	128
Office	A	Principal	124
Office	A	Bookkeeper	79
Nurse	A	Health Room	85
Teacher's Lounge	A	Meetings, lounge	432
Library	A	Used by all grades	525
Computer Class	A	Used by all grades	172
Auditorium	A	Used by all grades	1902
Tutoring Room	A		335
Classroom	A	Second Grade	490
Classroom	A	Music, study hall	406
Kitchen	A		266
Church Nursery	A		464
Sub-Total			5408
Unassigned			<u>1964</u>
TOTAL			7372
Classroom	B	First Grade	894
Classroom	B	Third Grade	588
Classroom	B	Kindergarten	767
Classroom	B	Fourth Grade	383
Classroom	B	Fifth Grade	374
Subtotal			3006
Unassigned space			<u>1032</u>
TOTAL			4036
Classroom	C	Sixth Grade	400
Classroom	C	Seventh Grade	402
Classroom	C	Eighth Grade	396
Sub-Total			1596
Unassigned space			<u>78</u>
TOTAL			1674
Maintenance/Storage		Shed	240
Total Area (Net)			10250
Net to Gross Ratio (= 77%)			3072
TOTAL AREA (Gross)			13332

III. THE PROGRAM STATEMENT

The program, as herein presented, is a statement of the planning issues related to land use and the specific requirements to be included in the proposed development of school facilities. The focus for this program statement is on the functional and physical aspects of this operation. In terms of function, this includes the activities involved, the number of people to be accommodated, the conditions which promote the overall educational philosophy and the space relationships necessary for effective and efficient operation. The physical factors involved in the planning study include the organization of land-use zones, activities and practical matters relating to utilities, circulation and future expansion.

There are five basic types of data included in this program statement which cover the basic critical issues and form a method for analysis and problem-solving. This system should include feedback and evaluation loops at each step.

1. Establish goals: what is to be achieved;
2. Collect facts: that which would affect decisions (including actual information and beliefs held as actual);
3. Uncover concepts: how to achieve goals;
4. Determine needs: quantity or quality required.

A. Goals

1. To develop space for use as a school to accommodate up to 25 students per classroom and planned in three basic phases with provisions for the following activities:
 - a. Phase I -
 - Nine classrooms
 - Four restrooms
 - Teacher's lounge (space for 15 people with kitchenette)
 - Teacher's restrooms
 - Supply/work room (space for copier, close to lounge)
 - Computer lab (air conditioning)
 - Storage space in each classroom
 - Reception area
 - Maintenance
 - b. Phase II -
 - Classrooms
 - Library
 - Science lab
 - Administrative office
 - c. Phase III -
 - Gymnasium
 - Faculty housing – two, two-bedroom units
2. To eliminate existing "portable" buildings (half of Building "B" and all of Building C").
3. To provide outdoor recreation facilities for the following:
 - a. Physical education area – Track/soccer, softball field
 - b. Elementary grades playground
 - c. Courtyard
4. To provide on-site parking for approximately 50 cars.

B. Facts

1. See Table One for space analysis of existing facilities
2. All classes are arranged to provide 25 students per classroom with a strongly preferred class size of 20.
3. The additional classrooms are not planned to increase the school's student capacity but rather to replace existing less-than-desirable conditions.
4. The additional classrooms are considered "too small" (18' wide) and in unacceptable condition.
5. There is a perceived strong need for the school since students come from all over the island, some from as far as 25 miles away.
6. Building construction costs for systems similar to existing schools are approximately \$120 - \$150 per square foot (contracted prices).
7. Executive committee of eight members meets monthly to review and handle decisions related to school's operation.
8. Capital improvement projects are expected to generate special extra interest to raise finances.
9. No public transportation is available on the island.

TABLE TWO: STUDENT ENROLLMENT

Grade	Typical	93-94	94-95	95-96	96-97	97-98	98-99	99-00	00-01	01-02	02-03	03-04
PS	18	15	22	15	17	22	21	14	14	6	18	18
K	14	11	18	15	11	14	14	11	9	20	8	9
1	15	18	12	16	16	11	12	13	12	11	16	10
2	17	20	18	17	14	16	14	12	15	14	14	16
3	16	16	18	17	14	14	18	10	8	17	11	14
4	17	22	14	17	18	13	16	16	12	11	11	13
5	17	19	19	14	17	18	13	16	15	10	10	12
6	16	14	17	15	16	18	17	15	22	16	9	11
7	15	12	17	17	15	12	23	16	12	20	17	8
8	13	15	11	12	15	14	15	21	15	11	21	12
TOTALS	158	162	164	149	155	151	163	144	134	136	135	123

C. Concepts

1. Development of new classrooms should provide safety during construction, good drainage, pleasant views, minimal interruption of school activities, and reduce distraction from outside noise.
2. Two-story design should be considered for the Phase I building; one-story construction should be considered for the Phase II area.
3. Construction materials should provide durability: concrete masonry for walls, concrete floor slabs, metal roofing.
4. Security of facilities should be planned in design of circulation and open spaces (interior stairways and courtyards may need to be considered).

5. Storage space both for teaching materials and student use should be amply included. Storage bins, bathrooms, sinks and counter space should be included for kindergarten and First grade.
6. Ventilation and lighting should be specifically planned into design solutions; however, skylights are not desired. Windows should be arranged to minimize distraction while providing as much natural light as appropriate and ceiling fans should be considered.
7. Provision should be made for handicap accessibility.
8. Student pick-up after school uses a "car pool line" which should have close access to a location at building where students can wait.
9. Frequent heavy rains can occur and provision for building design and site arrangement should provide appropriate coverings.
10. If possible, grades 6-8 should be separated from K-5.
11. Restrooms for teachers should be separate from student restrooms and should be close to other teacher's work areas.

D. Needs

Based on 25 students per classroom:

	SPACE	AREA
Phase I -	Nine classrooms (@ 720)	6480 S.F.
	Four restrooms	1000
	Teacher's lounge	400
	Supply/work room	200
	Computer lab	720
	Storage space in each classroom (@180)	1620
	Reception area	
	Maintenance	600
	Unassigned	<u>1100</u>
	Sub-Total	12020
Phase II -	Classrooms	
	Library	
	Chemistry lab	
	Administration office	
Phase III -	Gymnasium	
	Faculty housing	

IV. PROBABLE COST OF CONSTRUCTION

In order to provide for specific planning of development of each phase of the long-range plan, certain financial projections of the probable cost of construction are needed. Estimating these costs involves some technique, some science and, at the right moment, a personal emotional decision. Understandably though, although this statement of probable construction cost is prepared with care, it can be no more accurate than the information upon which it is based, that being currently available area unit costs and approximation of proportional relationships of types of costs.

Due to uncertainty in the actual time schedule, there is no cost factor added for inflation. There are, as well, wide ranges of variables involved, resulting in definite limitations inherent in this statement.

In addition to these issues, a clarification is needed regarding "building cost" versus "project cost." Building cost is typically estimated on a per square foot basis, based on other similar types of use and construction. This amount includes all costs of construction within five feet of the building line (affecting particularly the utilities and paving and walks) all items required by codes, items normally found in buildings and fixed equipment which is part of the actual construction.

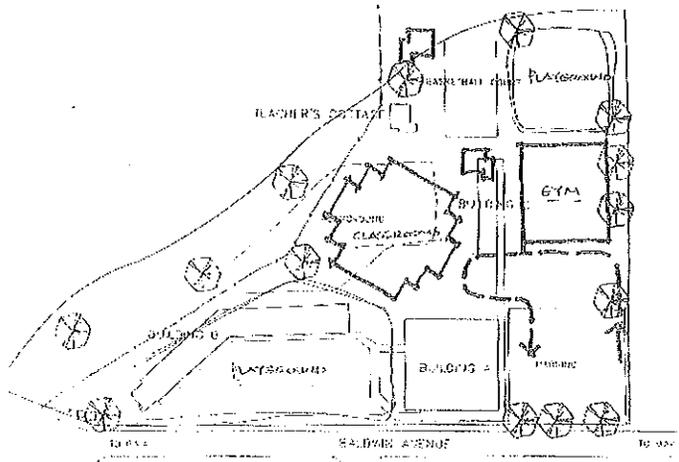
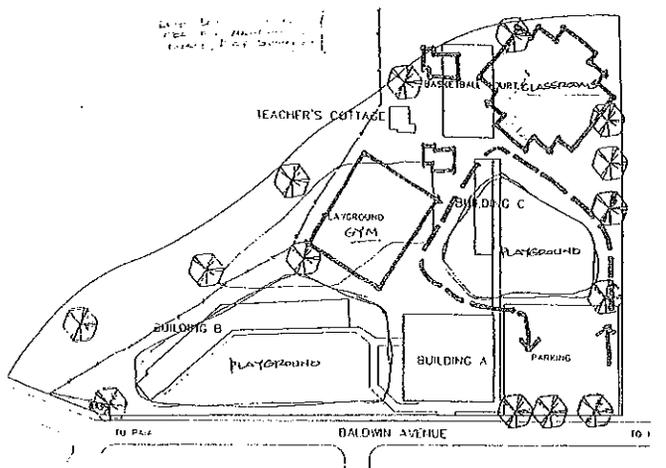
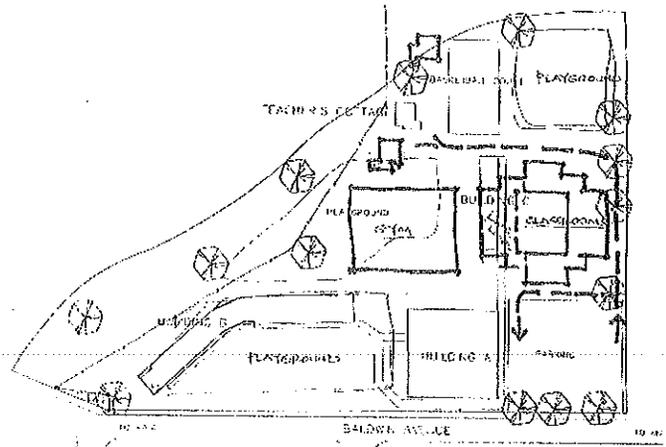
Project cost, in contrast, includes all of these costs as well as site development, movable equipment, fees, contingencies and administrative costs. These are sometimes estimated as a percentage of the building cost based on scope or complexity or both. However, these can vary widely due to the preference and philosophy of the owner. Against this background, the statement of probable construction cost, as the best judgment, based on local conditions and without guarantees of any nature, is as follows (based on \$140/sq. ft.):

New building-Classrooms and other (12,020 S.F.)	\$1,683,000
Site Development (including demolition)	160,000
Professional Fees (design and CO's by MTT)	50,000
Furnishings	30,000
Contingencies	175,000
Administrative Costs	<u>15,000</u>
Total Project Cost	\$2,113,000

V. THE DEVELOPMENT PLAN

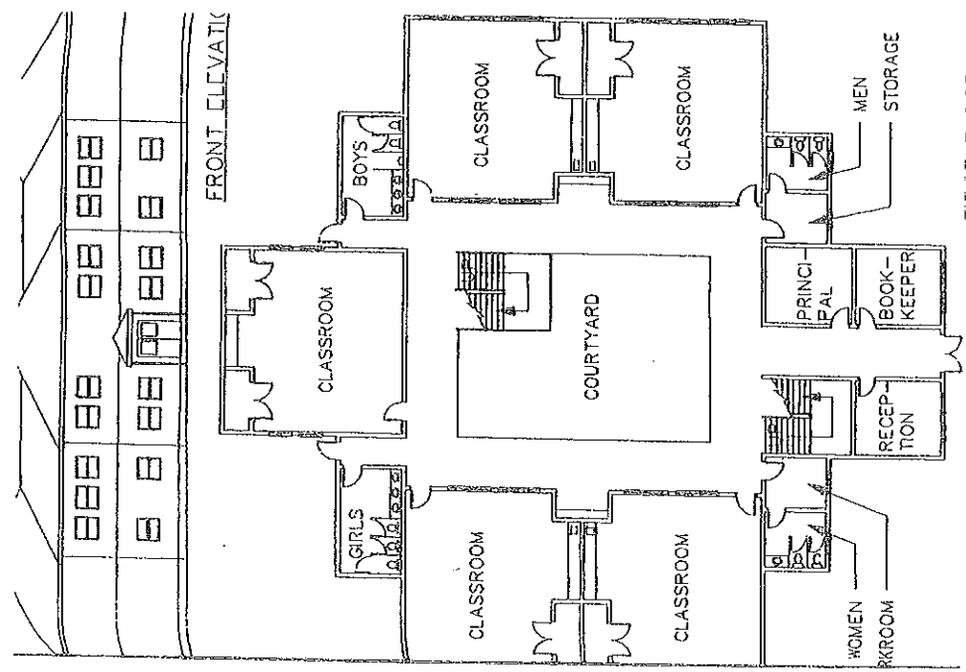
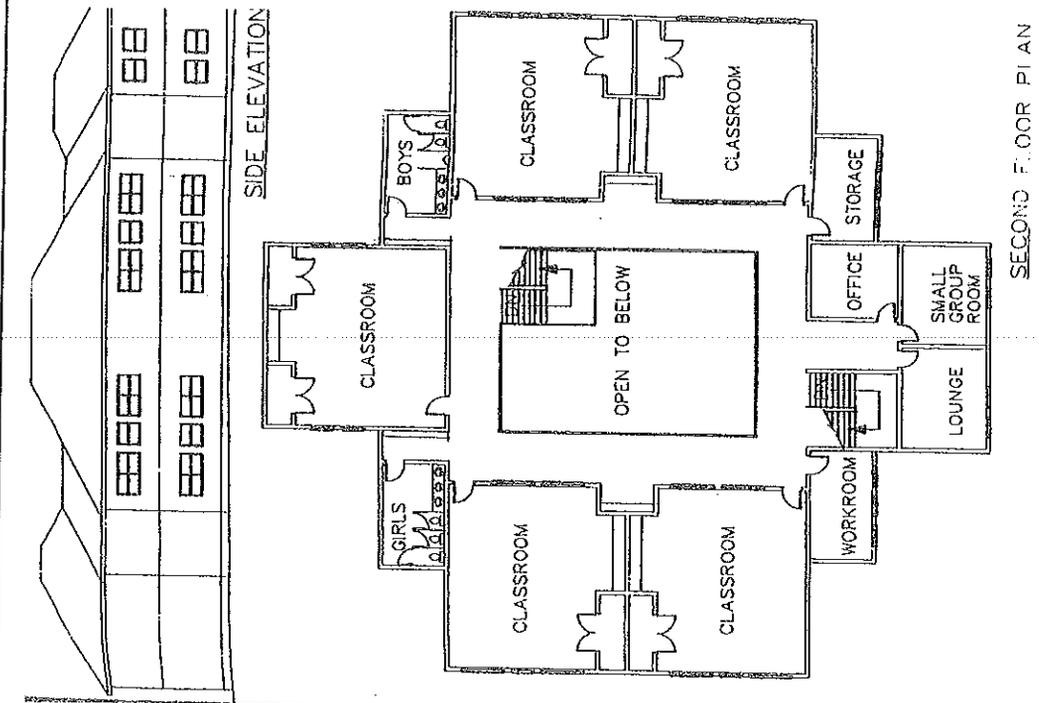
On the following pages are three possible site plans (Figure 3) and potential floor and elevation drawings (Figure 4) for a new building.

Floor plan drawings for existing buildings "A," "B," and "C" are given for reference (see Figures 5, 6, and 7).



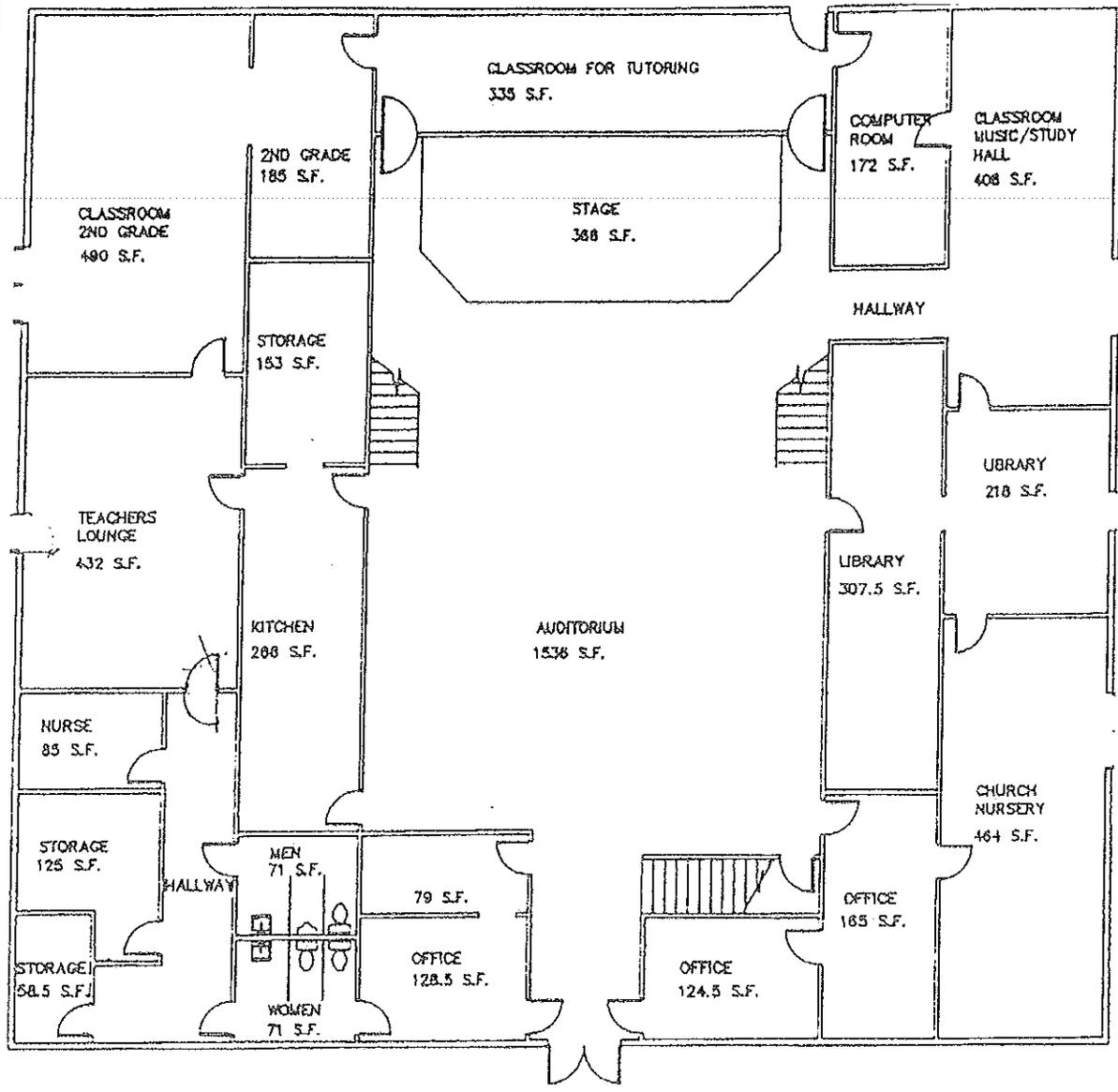
Possible Site Plans for New Buildings

Figure 3



Proposed Design—Missionary Tech

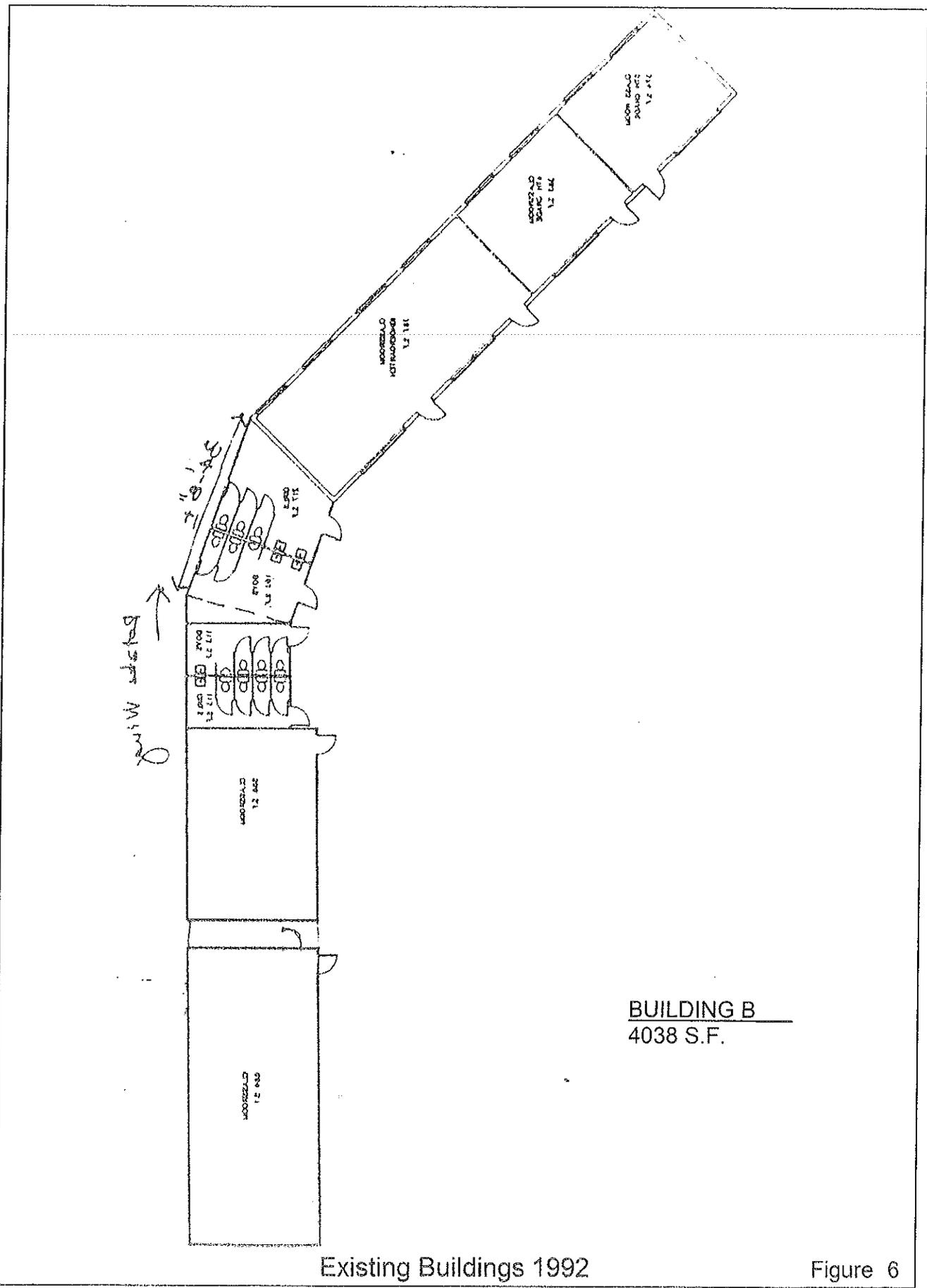
Figure 4



BUILDING A
7372.5 S.F.

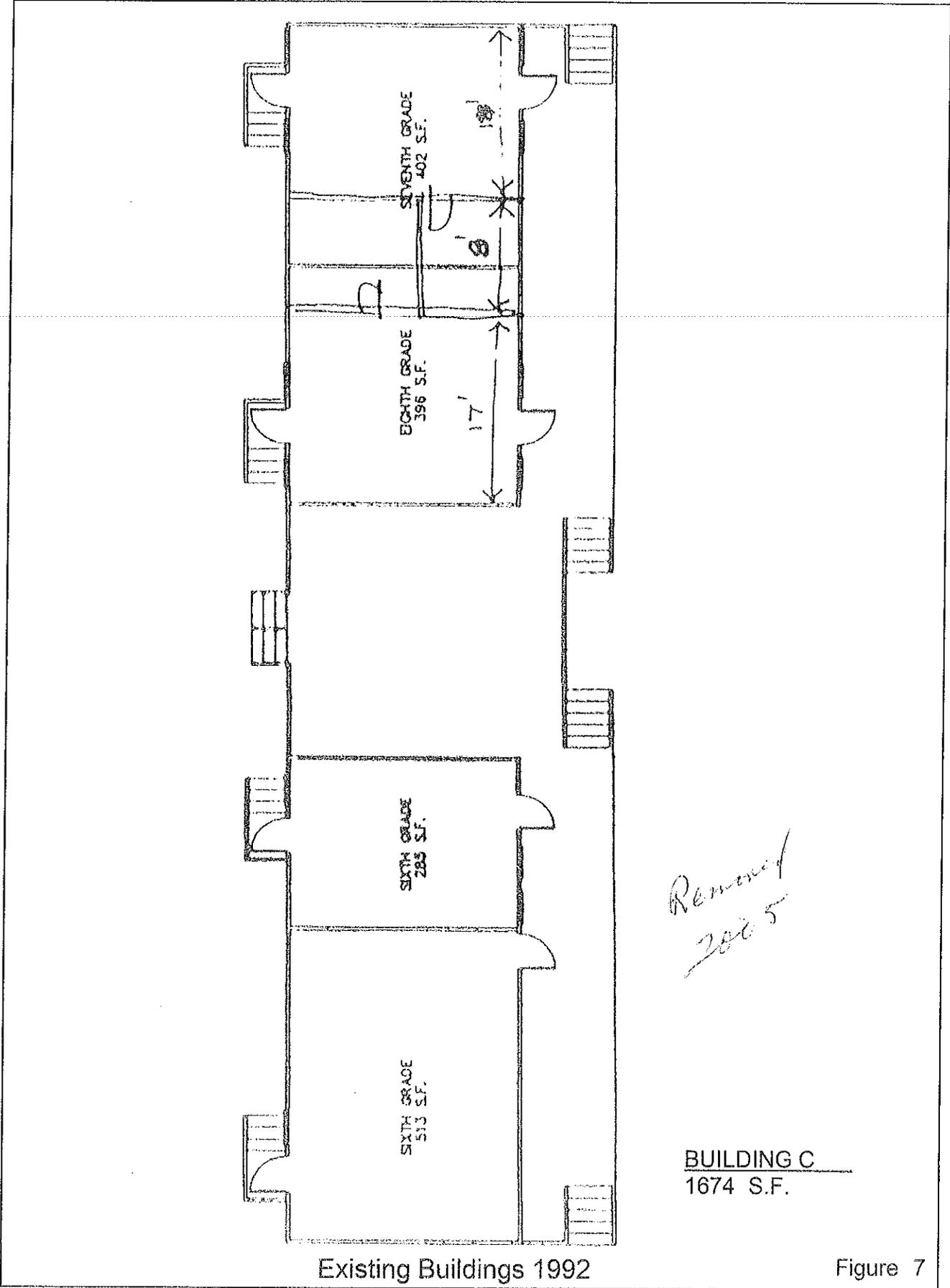
Existing Buildings 1992

Figure 5



Existing Buildings 1992

Figure 6



Existing Buildings 1992

Figure 7

SECTION TWO

FACILITIES DEVELOPMENT & CONSTRUCTION

1996 – 2004

VI. PROPERTY

A. Lease Negotiations

Negotiations with A&B-HAWAII, INC. resulted in signing a 45-year lease, which became effective June 1, 1996.

B. Term

The term of this lease is for a period of forty-five (45) years commencing on July 1, 1996 and ending on June 30, 2042 unless such term is extended or sooner terminated.

C. Rent

Base rent for each month during the term of the lease shall be as follows:

Years 1 to 10

7/1/96 to	8/31/96	\$ -0-
9/1/96 to	12/31/00	\$570.00
1/1/01 to	6/30/06	\$711.00

Years 11 to 20

7/1/06 to	6/30/16	As mutually agreed upon or by arbitration as set forth in Section 4 of the Lease
-----------	---------	--

Years 21 to 30

7/1/16	6/30/26	As mutually agreed upon or by arbitration as set forth in Section 4 of the Lease
--------	---------	--

Years 31 to 40

7/1/26 to	6/30/36	As mutually agreed upon or by arbitration as set forth in Section 4 of the Lease
-----------	---------	--

Years 41 to 45

7/1/36 to	6/30/41	As mutually agreed upon or by arbitration as set forth in Section 4 of the Lease
-----------	---------	--

D. Description

1. The property comprises three parcels as follows: (1) .27 acres and identified as Tax Map Key No. (2) 2-5-05-52 ("Parcel 52"), (2) .75 acres 2-5-05-44 ("Parcel 44"), (Parcels 52 and 44 collectively called the "leased premises") and (3) certain land comprising approximately 2.442 acres, being a portion of Tax Map Key No. (2) 2-5-05-20 (the "licensed premises"). The premises comprises a total of approximately 3.442 acres and is generally shown on Exhibit "A" (see Figure 8).

VII. PLANNING AND DESIGN

A. Architect

After interviewing architects from six different firms, the school board selected Joseph Lancor, an Oahu-based architect with an outstanding nationwide reputation. His design for new facilities addressed the need to be both economical and versatile to respond to the specific needs of the community and its changing growth patterns.

B. Design

The new facility will include nine classrooms, a library-media center, four restrooms and an open pavilion for a projected cost of \$2.5 million. Each classroom will be computer-equipped with Internet access. The pavilion will provide a venue for performances and other group events, such as the annual May Day program. The new school facilities are planned for a total of 225 students. (All classroom spaces are to be arranged to accommodate 25 students per class with a strongly preferred class size of 20 students.) The versatile design for the new facilities is aimed at helping meet the residential growth planned for the Paia-Kuau area which is slated to include low-income residential housing in the area near the school.

C. Probable Cost of Construction

PHASE ONE:	Estimated Cost
1. Kindergarten and 1 st grade classrooms (1888 sq. ft x \$130 sq. ft.)	\$245,440
3. Engineering Plans & Permits	\$108,000
4. Site Work: Grading, utility lines, drains,	\$135,000
5. Soils Testing	\$12,000
6. Administration	\$5,000
7. Civil Engineering/Survey	\$15,000
9. Contingency	<u>\$50,000</u>
Estimated Phase One Cost	\$570,440
PHASE TWO:	Estimated Cost
1. Four classrooms (3536 sq. ft. x \$130 sq. ft.)	\$459,680
2. Amphitheater	\$225,000
3. Site Work	\$70,000
4. Renovation of existing auditorium, labs, shop, classroom (2,990 sq. ft. x \$50 sq. ft.)	\$149,500
5. Administration	\$5,000
6. Contingency	\$75,000
Estimated Phase Two Cost	\$984,180
PHASE THREE:	Estimated Cost
1. Library/Computer Facility/Restrooms (four) (2016 sq. ft. x \$130 sq. ft.)	\$262,080
2. Site Work (2500 sq. ft. x \$90 sq. ft.)	\$ 25,000
3. Administration	\$ 2,000
4. Contingency	\$ 25,000
Estimated Phase Three Cost	\$314,080

PHASE FOUR:	Estimated Cost
1. Three classrooms (@ 804 sq. ft. = 2,652 sq. ft. 2,652 sq. ft. x \$130 sq. ft.)	\$344,760
2. Covered rain shelter @ pick up station for students	\$ 86,400
3. Site Work	\$ 5,000
4. Administration	\$ 3,000
5. Contingency	\$ 25,000
Estimated Phase Four Cost	\$464,160

TOTAL Estimated Budget for Four Phases = \$2,487,700

VIII. CAPITAL CAMPAIGN

In response to this critical need, the Board launched a capital campaign October 1997 as a nationwide appeal to our alumni of the last forty-seven years, local churches and their mainland and international memberships, Foundations, and the Maui Community.

God has blessed the Capital Campaign. Thus far almost \$1.5 million has been raised in gifts and pledges out of approximately \$2.7 million required to finish the total plan. It is the policy of Doris Todd Memorial Christian School to "pay as you go" and avoid significant debt. No operational funds will be used and all support received will come from the voluntary gifts and pledges of friends who value quality Christian education and believe DTMCS students are the bridge to our future.

A. Fundraising Consultants

1. Sharon Counts was retained as a grant writer for Phase 1. Her work resulted in the school receiving grants from several Hawai'i foundations. Her move to the mainland prompted the school board to look for another consultant.
2. The DuBois Group began working with the school October 1998. Carl DuBois, Fred Pahl, and Jim Schaitel coordinated efforts and gave direction in fundraising.

B. Fundraising Results

The school has currently (1/18/04) raised a total of \$1,480,105.53 for the Capital Campaign. Funds have been raised from several sources: \$20,000 from the Alexander and Baldwin Foundation; \$50,000 from the Atherton Foundation; \$35,000 from the Fred Baldwin Memorial Foundation; \$300,000 from the Harold K.L. Castle Foundation; \$300,000 from the Samuel N. and Mary Castle Foundation; \$15,000 from the Cooke Foundation; \$10,000 from First Hawaiian Bank Foundation; \$10,000 from Frear Eleemosynary Trust; \$10,000 from the G. N. Wilcox Foundation; \$5,000 from the Jhamandas Watumull Fund, and \$240,000 from the Harry and Jeanette Weinberg Foundation. In addition, \$485,105.53 has been raised in cash and pledges from students, families, the community, and friends of the school. Students of Doris Todd Memorial Christian School raised \$10,000 in a "One Million Pennies" campaign, and currently have \$7,244.23 in their "Mile of Quarters" (\$15,840) campaign. In-kind contributions of \$72,640.72 have defrayed costs in the project.

C. Fundraising Committees

1. Steering Committee
 Chairperson for Phases 1 and 2: Dr. Sakae Uehara
 Chairperson for Phase 3: Raymond Kokubun

2. Task Force Committee
Chairperson: John Baldwin
3. Building and Grounds Committee
Chairperson: Richard Fewell

IX. COMPLETED CONSTRUCTION

D. Phase 1: Site Work

Site work was completed the summer of 1998 for the new school facilities. Fewell Geotechnical Services donated their services for soils testing. "Doc" Wilson, a former project manager for Grace Pacific, donated his time and services to oversee initial site work. Roger Wark, an independent contractor, was hired to do the initial site work which included grading and construction of a new sidewalk, stairs, and concrete block wall next the parking lot. The drainage system was installed at this time. Maui Electric installed a new pole and 3-phase transformers. Conduit for electrical and communication lines was laid under the new sidewalk to the area where new construction would take place.

1. Architectural Fees and Plans	\$99,054.46
2. Permits	\$634.33
3. Site Work	\$125,374.12
4. Civil Engineering	\$13,775.00
5. Landscape Architectural Fee	\$9,796.80
6. Contingency	\$50,000
7. Campaign Expenses	\$ 56,962.43
Phase One Cost	\$305,597.14

E. Phase 2: Construction of Building "A"

Ground was broken for the first building in March 2001 followed soon thereafter by commencement of construction on the Baldwin Avenue site. This first building containing two new classrooms was completed October 22, 2001. Betsill Brothers Construction, Inc. was contracted to do the work. The classrooms were designed for use by kindergarten and first grade. The new classrooms relieved some overcrowding in other areas. Landscaping around the new building was completed December 2001. Bob Lininger led a work team from a church in Redondo Beach, CA, to construct a covered shelter by the parking lot. Installation of new water meters, as required by the Board of Water Supply, was completed April, 2003.

1. 2 classrooms (Kindergarten and grade 1)	\$332,922.51
2. Architectural Fees	\$11,782.24
3. Permits	\$7,441.62
4. Civil Engineering	\$1,925.00
5. Classroom Furnishings	\$9,886.90
6. Landscaping	\$3,069.89
7. Covered Shelter by Parking Lot	\$3,712.44
8. Campaign Expenses	\$161,480.39
Phase Two Cost	\$532,220.99

X. CURRENT CONSTRUCTION PLANS

F. Phase 3

In September 2003 after receiving a preliminary estimate from Betsill Brothers Construction for construction of Building "C" and a combined estimate for Buildings "B" and "C", the school board made a decision to raise funds for construction of both buildings.

G. Probable Cost

1. Architectural Fees	\$30,000
2. Engineering Fees	\$10,000
3. Construction Buildings "B" and "C" (7 classrooms)	\$1,010,573
4. Permits and Fees	\$30,000
5. Site Work	\$197,427
6. Contingency	\$100,000
7. Landscaping	\$20,000
8. Classroom Furnishings	\$70,000
9. Campaign Expenses	\$270,000
Phase Three Estimated Cost	\$1,738,000

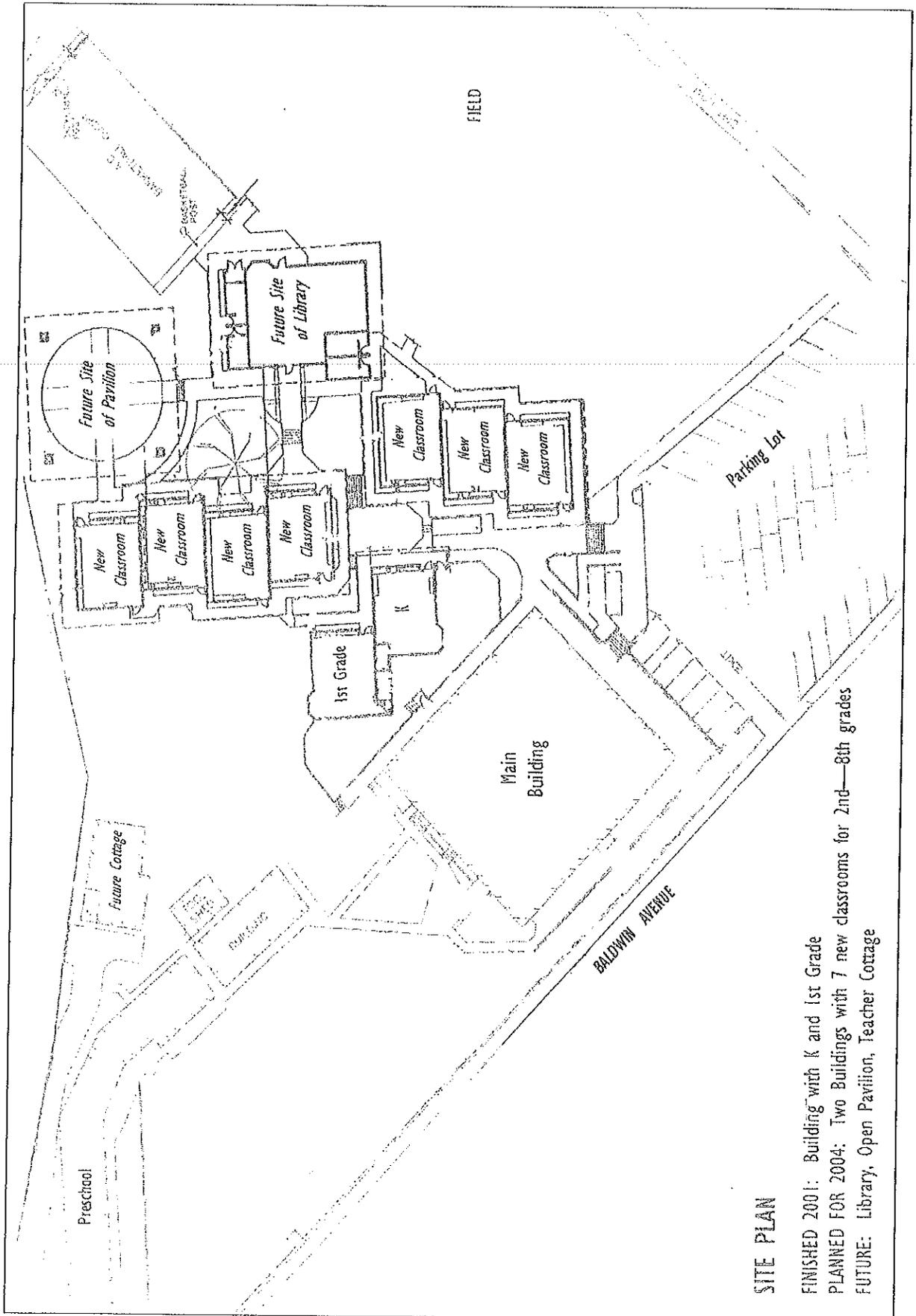
IX. FUTURE CONSTRUCTION PLANS

A. Phase 4

After the classrooms buildings are completed, the board plans to begin raising funds for a Library/Media Center and a pavilion. Since the teacher's cottage will need to be demolished to make room for the pavilion, a new one will be constructed to replace it.

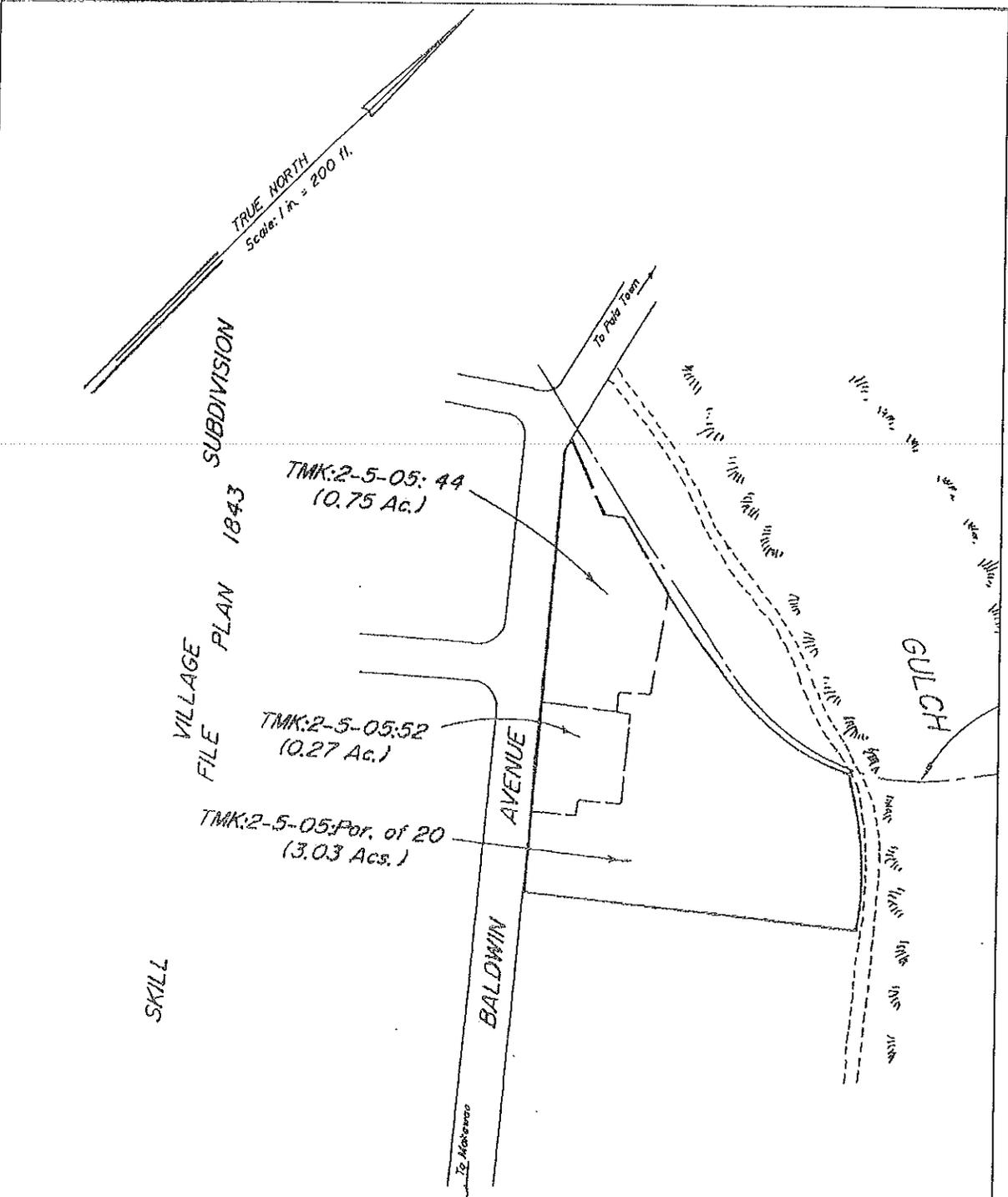
B. Probable Cost

1. Architectural Fees	\$30,000
2. Engineering Fees	\$10,000
3. Construction Library/Media Center	\$362,860
4. Construction Pavilion	\$200,000
5. Construction of Cottage	60,000
6. Permits and Fees	\$30,000
7. Site Work	\$50,000
8. Contingency	\$100,000
9. Landscaping	\$20,000
10. Library Media Center Furnishings	\$50,000
11. Campaign Expenses	\$50,000
Phase Four Estimated Cost	\$982,880



SITE PLAN

FINISHED 2001: Building with K and 1st Grade
 PLANNED FOR 2004: Two Buildings with 7 new classrooms for 2nd—8th grades
 FUTURE: Library, Open Pavilion, Teacher Cottage



EXHIBIT

DORIS TODD MEMORIAL CHRISTIAN SCHOOLS

PAIA, HAMAKUAPOKO, MAKAWAO, MAUI, HAWAII

Prepared by: A & B Properties, Inc.
Kahului, Maui, Hawaii

EXHIBIT "A"

Figure 8

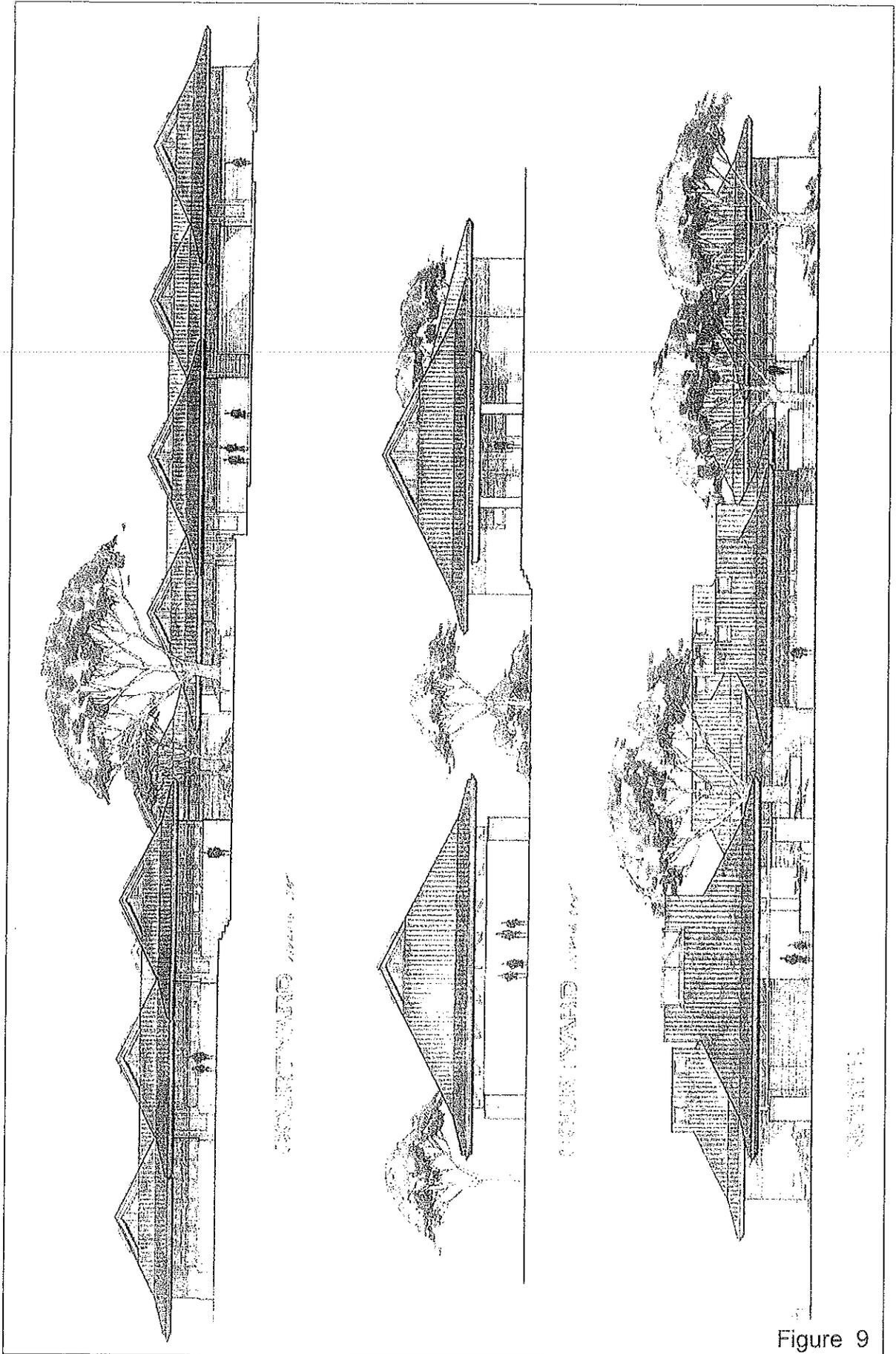


Figure 9

APPENDIX E
State of Hawaii Historic Preservation Division Letter
Dated February 22, 2006

LINDA LINGLE
GOVERNOR OF HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

STATE HISTORIC PRESERVATION DIVISION
601 KAMOKILA BOULEVARD, ROOM 555
KAPOLEI, HAWAII 96707

PETER T. YOUNG
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

ROBERT K. MASUDA
DEPUTY DIRECTOR - LAND

DEAN NAKANO
ACTING DEPUTY DIRECTOR - WATER

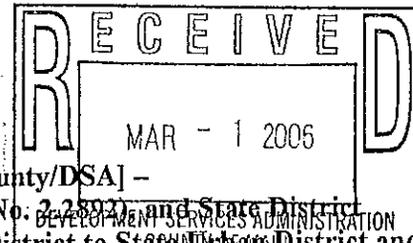
AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAIHOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

February 22, 2006

Mr. Bert Ratte
County of Maui
Department of Public Works and Environmental Management
Development Services Administration
250 South High Street
Wailuku, Hawai'i 96793

LOG NO: 2006.0244
DOC NO: 0602MK25
Archaeology

Dear Mr. Ratte:



SUBJECT: Chapter 6E-42 Historic Preservation Review [County/DSA] -
Paia Store Village Subdivision (Subdivision File No. 2-2892) and State District
Boundary Amendment from State Agricultural District to State Urban District and
Change in Zoning (CIZ 2005/0007) from Interim District to P-1 Public/Quasi-Public
District for Doris Todd Memorial Christian School (DBA 2005/0004)
Hamakuapoko Ahupua'a, Makawao District, Island of Maui
TMK: (2) 2-5-005:por 020, 044, and 052

The proposed applications cited above consist of the delineation of a large lot subdivision for the purpose of separating out the two (2) lots (TMK 2-5-005:044 and 052) on which Doris Todd Memorial Christian School currently occupies. The school is also situated on a portion of TMK 2-5-005:020. All parcels are currently owned by A & B Properties. Subdivision approval will allow the school to purchase the land on which the school is situated. Large Lot B (LUCA File No. 2.2217) will be subdivided into Lots B-1(3.390 acres, to be utilized by the school), B-2 (road widening lot), and B-3 (1,082.998 acres, currently in agriculture).

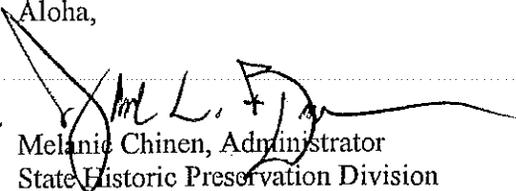
We believe that no historic properties will be affected by this undertaking because:

- a) intensive cultivation has altered the land
- b) residential development/urbanization has altered the land
- c) previous grubbing/grading has altered the land
- d) an acceptable archaeological assessment or inventory survey found no historic properties
- e) this project has gone through the historic review process, and mitigation has been completed
- f) other: *No historic properties will be affected by the proposed subdivision action. We request the opportunity to review any future development plans for the Large Lot B-3. The school is pre-existing with no structures over 50 years of age.*

Mr. Bert Ratte
Page 2

In the event that historic resources, including human skeletal remains, are identified during routine construction activities, all work needs to cease in the immediate vicinity of the find, the find needs to be protected from additional disturbance, and the State Historic Preservation Division, Maui Section, needs to be contacted immediately at (808) 243-5169.

Aloha,

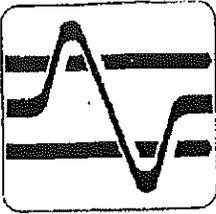
A handwritten signature in black ink, appearing to read 'Melanie Chinen', is written over a horizontal dotted line. The signature is stylized and includes a large flourish at the end.

FC
Melanie Chinen, Administrator
State Historic Preservation Division

MK:kf:dlb

cc: Michael Foley, Director, Dept. of Planning, 250 S. High Street, Wailuku, HI 96793
Maui Cultural Resources Commission, Dept. of Planning, 250 S. High Street, Wailuku, HI 96793
Carolyn Moore, Doris Todd School FAX 579-9449

APPENDIX F
Water Flow Calculations



Post-it® Fax Note	7671	Date	3-16-06	# of pages ▶
To	Raymond Cabebe	From		
Co./Dept	Chris Hart & Partners	Co.		
Phone #		Phone #		
Fax #	242-1956	Fax #		

August 17, 1998

Mr. Joseph Lancor
Joseph Lancor Architects, Inc.
925 Mokolua Drive
Honolulu, HI 96734

RECEIVED
MAR 16 2006

CHRIS HART & PARTNERS
Landscape Architecture & Planning

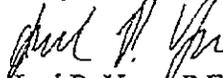
Re: Doris Todd Memorial Christian Day School

Mr. Lancor,

As requested by the Department of Water Supply the following are the water flow and fixture unit calculations for the construction of the new Doris Todd Memorial Christian Day School. From the fixture unit calculations chart (see attached paged), a flow rate of 38 GPM was obtained, therefore at 38 GPM a 1 1/2" water meter would be the minimum recommended size for the above mentioned project.

Please call if you have further questions.

Respectfully submitted,


Joel P. Yuen, P.E.
Vice President



JY:js

B.W.S. FLOW REQUIREMENTS

PREMISE I.D. NUMBER:	-		
METER NUMBER (M/N):	-		
DESCRIPTION	FU	GPM	GPD
A. PROPOSED DOMESTIC: (ALL FIXTURES BEING INSTALLED)	53.9	30	2,400
B. PROPOSED IRRIGATION:	21	15	
C. TOTAL PROPOSED: (DO NOT INCLUDE IRRIGATION GPM IF LESS THAN DOMESTIC AND DONE DURING OFF-PEAK HOURS)	74.9	38	2,400
D. DEMOLITION: (ALL FIXTURES BEING REMOVED)	-	-	
E. NET CHANGE: (SUBTRACT "D" FROM "C" ABOVE)	74.9	38	2,400
F. EXISTING TO REMAIN: (OTHER FIXTURES SERVICED BY THIS METER BUT NOT AFFECTED BY PROJECT)	-	-	
G. GRAND TOTAL (ADD "D" AND "F" ABOVE)	74.9	38	2,400

DEMOLITION			NEW			
QTY	FU (EACH)	FU (TOTAL)	FIXTURE UNIT	QTY	FU (EACH)	FU (TOTAL)
-	-	-	SHOWER	1	1.6	1.6
-	-	-	KITCHEN SINK	14	1.6	22.4
-	-	-	LAV	13	0.6	7.8
-	-	-	WC	9	1.7	15.3
-	-	-	URINAL	4	1.7	6.8
-	-	-				53.9

C. Takumi Engineering, Inc.

Civil Engineering Consultants

18 Central Avenue

Wailuku, HI 96793

Ph. (808) 249-0411

Fax (808) 249-0311

Estimated Water Flow Calculations for Doris
Todd Memorial School based upon Wastewater flow
standards, September 28, 1993

Present Use

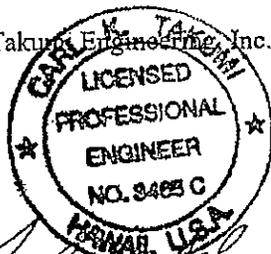
Type of Use	# People	Average Contribution (gal/pers/day)	Wastewater Flow (gpd)
Daycare Center	21	10	210
Elementary School	120	15	1800
Adult Staff	17	20	340
TOTAL	158		2350

Projected Enrollment when construction is complete:

Type of Use	# People	Average Contribution (gal/pers/day)	Wastewater Flow (gpd)
Daycare	25	10	250
Elementary	130	15	1950
Adult Staff	17	20	340
TOTAL	155		2540

Water Bill showing consumption for 2004 is attached for reference.

C. Takumi Engineering, Inc.



Carl M. Takumi
This work was prepared by
me or under my supervision

C. Takumi Engineering, Inc.
18 Central Avenue
Wailuku, Maui, Hawaii 96793
Phone: (808) 249-0411
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FIRE FLOW COMPUTATIONS FOR DORIS TODD MEMORIAL SCHOOL

Paia, Maui, Hawaii
TMK: 2-5-05: 34

June 13, 1998

Reference: "Guide for Determination of Required Fire Flow," Insurance Services Office,
 December, 1974.

Building Construction Type: C = 1.0 (Ordinary Construction)

Building Area:

Building A (Classroom)	=	3,341 sq. ft.	One Story
Building B (Classroom)	=	4,524 sq. ft.	One Story
Building C (Classroom)	=	5,732 sq. ft.	One Story
Building D (Library)	=	3,997 sq. ft.	One Story
Building E (Amphitheater)	=	3,943 sq. ft.	One Story

Fire flow for Building A:

Fire Flow (F) - $18 * 1.0 * (3,341)^{0.5} =$ 1,040 gpm

Rounded to nearest 250 gpm = 1,000 gpm
 Light Occupancy credit (25%) = - 250 gpm
 750 gpm

Separation:

	<u>Dist.</u>	<u>%</u>
North	15'	20%
East	20'	20%
South	15'	20%
West	-	<u>0%</u>

TOTAL SEPARATION: 60% = + 450 gpm

TOTAL FIRE FLOW REQUIRED (BUILDING A): 1,406 gpm = 1,500 gpm

Doris Todd Memorial School
 Fire Flow Computation
 June 13, 1998
 Page 2

Fire flow for Building B:

$$\text{Fire Flow (F) - } 18 * 1.0 * (4,524)^{0.5} = 1,211 \text{ gpm}$$

$$\begin{aligned} \text{Rounded to nearest 250 gpm} &= 1,250 \text{ gpm} \\ \text{Light Occupancy credit (25\%)} &= \underline{- 312 \text{ gpm}} \\ &= 938 \text{ gpm} \end{aligned}$$

Separation:

	<u>Dist.</u>	<u>%</u>		
North	+20'	10%		
East	-	5%		
South	-	15%		
West	20'	<u>20%</u>		
TOTAL SEPARATION:		40%	=	<u>+ 375 gpm</u>
TOTAL FIRE FLOW REQUIRED (BUILDING B):				1,312 gpm = 1,250 gpm

Fire flow for Building C:

$$\text{Fire Flow (F) - } 18 * 1.0 * (5,732)^{0.5} = 1,362 \text{ gpm}$$

$$\begin{aligned} \text{Rounded to nearest 250 gpm} &= 1,250 \text{ gpm} \\ \text{Light Occupancy credit (25\%)} &= \underline{- 312 \text{ gpm}} \\ &= 938 \text{ gpm} \end{aligned}$$

Separation:

	<u>Dist.</u>	<u>%</u>		
North	-	-		
East	15'	20%		
South	15'	20%		
West	17'	<u>20%</u>		
TOTAL SEPARATION:		60%	=	<u>+ 563 gpm</u>
TOTAL FIRE FLOW REQUIRED (BUILDING C):				1,501 gpm = 1,500 gpm

Fire flow for Building D:

$$\text{Fire Flow (F) - } 18 * 1.0 * (3,997)^{0.5} = 1,138 \text{ gpm}$$

$$\begin{aligned} \text{Rounded to nearest 250 gpm} &= 1,250 \text{ gpm} \\ \text{Light Occupancy credit (25\%)} &= \underline{- 312 \text{ gpm}} \\ &= 938 \text{ gpm} \end{aligned}$$

Doris Todd Memorial School
Fire Flow Computation
June 13, 1998
Page 3

Separation:

	<u>Dist.</u>	<u>%</u>			
North	26'	20%			
East	-	-			
South	-	-			
West	7'	25%			
TOTAL SEPARATION:		45%	=	+ 422 gpm	
TOTAL FIRE FLOW REQUIRED (BUILDING D):				1,360 gpm	= 1,250 gpm

Fire flow for Building E:

Fire Flow (F) - $18 * 1.0 * (3,943)^{0.5} = 1,130$ gpm

Rounded to nearest 250 gpm =	1,250 gpm
Light Occupancy credit (25%) =	- 312 gpm
	938 gpm

Separation:

	<u>Dist.</u>	<u>%</u>			
North	-	-			
East	-	-			
South	26'	20%			
West	15'	20%			
TOTAL SEPARATION:		40%	=	+ 375 gpm	
TOTAL FIRE FLOW REQUIRED (BUILDING E):				1,313 gpm	= 1,250 gpm

FIRE FLOW REQUIRED FOR DEVELOPMENT = 1,500 gpm
USE 8" FIRE LINE V = 9.57 FPS

C. TAKUMI ENGINEERING, INC.



Carl K. Takumi

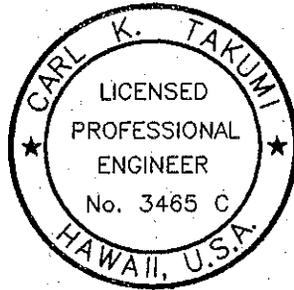
THIS WORK WAS PREPARED BY ME
ME OR UNDER MY SUPERVISION.

APPENDIX G
Drainage and Erosion Control Report

DRAINAGE AND EROSION CONTROL REPORT
FOR
DORIS TODD MEMORIAL SCHOOL IMPROVEMENTS
PAIA, MAUI, HAWAII
TMK: (2) 2-5-05: Por. 20

Prepared For:

DORIS TODD MEMORIAL SCHOOLS
519 BALDWIN AVENUE
PAIA, MAUI, HAWAII 96813



Carl K. Takumi

This work was prepared by
me or under my supervision

Prepared By:

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WAILUKU, MAUI, HAWAII 96793

June 1998
Revised August 1998

**DRAINAGE AND EROSION CONTROL REPORT
FOR
DORIS TODD MEMORIAL SCHOOLS
PAIA, MAUI, HAWAII
TMK: (2) 2-5-05: 44**

I. SCOPE:

This report summarizes the drainage conditions and discusses means for protecting against flood damage and erosion during construction.

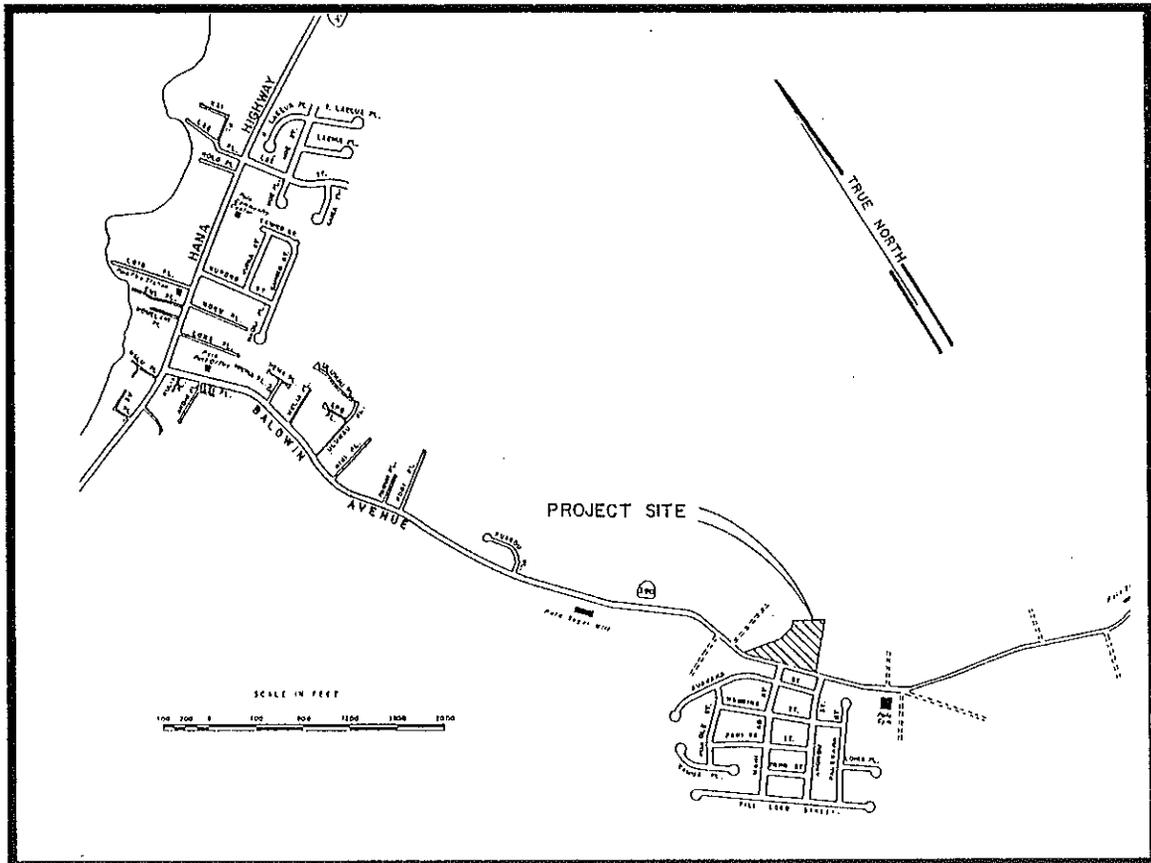
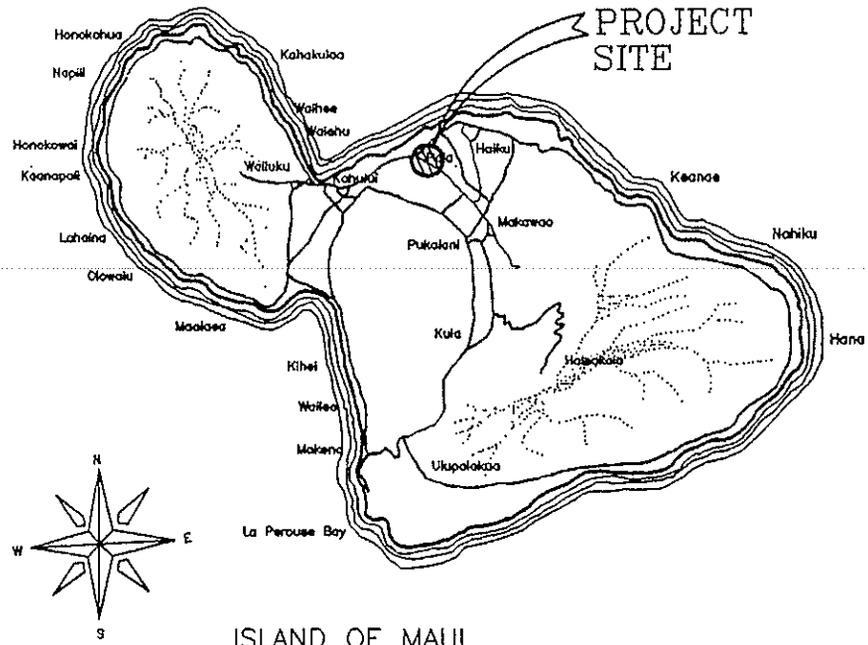
II. REFERENCES:

- A. "Drainage Master Plan for the County of Maui," R.M. Towill Corporation, October 1971.
- B. Technical Paper No. 43 "Rainfall Frequency Atlas of the Hawaiian Islands" for areas to 200 square miles, duration to 24 hours, and return periods from one to 100 years, U.S. Department of Commerce, Weather Bureau, 1962.
- C. "Erosion and Sediment Control Guide for Hawaii," Soil Conservation Service, March 1981.
- D. "Soil Survey of Islands of Kauai, Oahu, Maui, Molokai, and Lanai, State of Hawaii," Soil Conservation Service, August 1972.
- E. Flood Insurance Rate Map (FIRM), Federal Emergency Management Agency, Federal Insurance Administration, March 16, 1995.

III. PROJECT LOCATION:

The project consist of replacing some buildings and adding a few more classrooms to the existing Doris Todd Memorial School. The entire site contains approximately 3.442 acres with the construction site limited to approximately 2.70 acres. The site is located directly east of Baldwin Avenue across the Skill Village Subdivision. The project location map is included as Figure 1.

PROJECT LOCATION



IV. EROSION CONTROL PLAN:

The soil loss for this area has been estimated by the Universal Soil Loss Equation (HESL) in accordance with the County of Maui Grading Ordinance concerning soil erosion and sedimentation control.

The estimated soil loss was the used to find the severity number and the minimum tolerable erosion rate versus the estimated erosion rate. The present standards allow a maximum severity number of 50,000 and a minimum tolerable erosion rate versus estimated erosion rate of 1. The calculations are given in Appendix A and the results are shown below:

Estimated soil loss: 49.0 tons/acre/year

Severity number: 1,323 < 50,000

Tolerable erosion rate versus best estimate of uncontrolled erosion rate: 38 > 1

Normal construction erosion control measures should include:

- A. Dust control by sprinkling with sprinklers/water wagons, as necessary.
- B. Protection of all exposed slopes with temporary diversions, berms and swales at the top of the slopes.
- C. Grassing will take place immediately after grading is complete.

V. FLOOD INUNDATION:

The National Flood Insurance Program, Flood Insurance Rate Map (FIRM), Maui County, Hawaii, March 16, 1995, Community-Panel No. 150003 0195 C, identifies the project as being located in Zone C, areas of minimal flooding.

VI. DRAINAGE:

The "Soil Survey of Islands of Kauai, Oahu, Maui, Molokai, and Lanai, State of Hawaii (August 1972)" classifies the soil type on the project site as Paia Series (PcB). This type of soil is characterized as being well drained.

Currently the project sheet flows towards and into the Haiku Ditch, which is used and owned by HC&S. The existing flow produced by the project site is 7.38 cfs. Drainage patterns will not change after the site is developed; the drainage for the site will flow into the Haiku Ditch.

After the site is fully developed, the total storm flow anticipated is 7.45 cfs (areas 1 through 8), an increase of 0.70 cfs. In order to maintain or reduce the amount of runoff leaving the site, retention/detention basins are planned. Basin 1 located north of the play field will be used to retain all of the volume from drainage area 1. Basin 2 located north of the existing basketball court will be used to retain the runoff from drainage areas 2 through 7. A series of drain inlets and grass swales will be used to transport the storm runoff to basin 2. Storm flow from the site will be reduced from 7.38 cfs under existing conditions to 2.60 cfs (drainage area 8) under developed conditions. Computations for the on-site drainage system is included in Appendix E.

The 50 year- 1 hour storm runoff volume for existing conditions is 11,995 cubic feet. Proposed conditions will produce a runoff volume of 12,682 cubic feet for an increase of 687 cubic feet. Retention/detention basins are planned to reduce the volume of runoff leaving the site. During a 50 year storm, retention Basin 1 has been designed to store 5,137 cubic feet of water. Retention Basin 2 has been designed to store 6,490 cubic feet of water. The volume retained by these retention basins will decrease the runoff volume leaving the site and entering Haiku Ditch by 7,423 cubic feet (11,995 cf - 4,572 cf).

Should a large storm occur, these basins will overflow into Haiku Ditch. In which case, these basins will then serve as a sedimentation basin.

Site hydrology calculations for existing is included in Appendix B. Site hydrology calculations for proposed conditions is included in Appendix C. Calculations for the retention basin capacities are included in Appendix D.

VII. CONCLUSION

The proposed project does not create any adverse effects on adjacent and downstream properties.

APPENDIX "A"

SOIL EROSION CONTROL PLAN

SOIL EROSION CONTROL PLAN

1. SOIL CONDITIONS DURING CONSTRUCTION:

Calculations for maximum area to be graded at once. Landscaping shall proceed after all work has been completed.

2. HESL SOIL LOSS FOR PROJECT DURING CONSTRUCTION:

Erosion Rate, as set forth by the County of Maui Ordinance:

$$E = R * K * LS * C * P$$

Where:

E = Soil Loss in tons/acre/year

R = Rainfall Factor = 180 tons/acre/year

K = Soil Erodibility Factor - Paia (PcB) = 0.17

L = LS Factor - Slope Length = 400'

S = LS Factor - Slope Gradient = 7 %

LS = Slope - Length Factor = 1.60

C = Cover Factor - Bare Soil = 1.0

P = Control Factor = 1.0

$$\begin{aligned} E &= 180 \text{ tons/acre/year} \times 0.17 \times 1.60 \times 1.0 \times 1.0 \\ &= 49.0 \text{ tons/acre/year} \end{aligned}$$

3. ALLOWABLE SOIL LOSS FOR SITE:

Maximum Allowable Construction Area x Erosion Rate = 5000 tons/year

Project Construction Area = 2.70 acres

Allowable Erosion Rate = 5,000/2.70 = 1,852 tons/acre/year

4. **TOLERABLE EROSION RATE VERSUS BEST ESTIMATE OF UNCONTROLLED EROSION RATE:**

$$\frac{1,852 \text{ tons/acre/year}}{49.0 \text{ tons/acre/year}} = 38 > 1$$

5. **SEVERITY NUMBER (H):**

$$H = (2 * F * T + 3 * D) * A * E$$

Where:

H = Severity Number

F = Unit Downslope - Downstream Factor = 4

D = Coastal Water Hazard Rating Factor (Class A) = 2

T = Time of Disturbance (years) = 0.5 yr.

A = Area of Disturbance = 2.70 acres

E = Soil Loss Rate from USLE = 49.0 tons/acre/year

$$H = (2 \times 4 \times 0.5 + 3 \times 2) \times 2.70 \times 49.0 = 1,323 < 50,000$$

6. **CONCLUSION:**

There is no need to implement additional measures to control erosion. Normal construction erosion control measures should be sufficient for the project site, with no excessive soil loss occurring.

APPENDIX "B"

GENERAL SITE HYDROLOGY
CALCULATIONS
(EXISTING CONDITIONS)

APPENDIX "B"
10 YEAR STORM FLOW

EXISTING CONDITIONS:

AREA: 3.442 acres

RUNOFF COEFFICIENT (C):
C = 0.55

TIME OF CONCENTRATION (T_c):
I = 2.1 inches (10 year, 1 hour)

@ L = 400'; S = 7.0%, T_c = 13 min.

i @ I = 2.1 inches; T_c = 13 min. i = 3.9 in./hr.

FLOW (Q):

Rational Method: $Q = C * i * A$

$$Q = 0.55 * 3.9 * 3.442 = \underline{7.38 \text{ cfs}}$$

50 YEAR STORM VOLUME

To determine the volume produced by existing and proposed conditions, the SCS Method will be used. This method is as follows:

$$V = Rd * A$$

V - Volume (cubic feet)

Rd - Runoff Depth (feet) @ I and CN

I - Rainfall (inches)

CN - SCS Runoff Curve Number

A - Area (square feet)

EXISTING CONDITIONS:

Rd @ I of 2.6 inches and a CN:

$$CN = 80$$

$$Rd = 0.08 \text{ feet}$$

$$V = 0.08 * 149,934 = \underline{11,995 \text{ cubic feet}}$$

APPENDIX "C"

GENERAL SITE HYDROLOGY
CALCULATIONS
(PROPOSED CONDITIONS)

APPENDIX "C"
10 YEAR STORM FLOW

AREA 1:

AREA: 0.97 acres

RUNOFF COEFFICIENT (C):

$$C = 0.35$$

TIME OF CONCENTRATION (Tc):

$$I = 2.1 \text{ inches (10 year, 1 hour)}$$

$$\text{@ } L = 300'; S = 5.0\%, T_c = 16 \text{ min.}$$

$$i \text{ @ } I = 2.1 \text{ inches; } T_c = 16 \text{ min. } i = 3.7 \text{ in./hr.}$$

FLOW (Q):

$$\text{Rational Method: } Q = C * i * A$$

$$Q = 0.35 * 3.7 * 0.97 = \underline{1.26 \text{ cfs}}$$

50 YEAR STORM VOLUME

To determine the volume produced by existing and proposed conditions, the SCS Method will be used. This method is as follows:

$$V = R_d * A$$

V - Volume (cubic feet)

R_d - Runoff Depth (feet) @ I and CN

I - Rainfall (inches)

CN - SCS Runoff Curve Number

A - Area (square feet)

AREA 1:

R_d @ I of 2.6 inches and a CN:

$$CN = 75$$

$$R_d = 0.06 \text{ feet}$$

$$V = 0.06 * 42,112 = \underline{2,527 \text{ cubic feet}}$$

10 YEAR STORM FLOW

AREA 2:

AREA: 0.38 acres

RUNOFF COEFFICIENT (C):

$$C = 0.95$$

TIME OF CONCENTRATION (Tc):

$$l = 2.1 \text{ inches (10 year, 1 hour)}$$

$$\text{@ } L = 170'; S = 7.0\%, T_c = 6 \text{ min.}$$

$$i \text{ @ } l = 2.1 \text{ inches; } T_c = 6 \text{ min. } i = 5.1 \text{ in./hr.}$$

FLOW (Q):

$$\text{Rational Method: } Q = C * i * A$$

$$Q = 0.95 * 5.1 * 0.38 = \underline{1.84 \text{ cfs}}$$

50 YEAR STORM VOLUME

To determine the volume produced by existing and proposed conditions, the SCS Method will be used. This method is as follows:

$$V = R_d * A$$

V - Volume (cubic feet)

R_d - Runoff Depth (feet) @ l and CN

l - Rainfall (inches)

CN - SCS Runoff Curve Number

A - Area (square feet)

AREA 2:

R_d @ l of 2.6 inches and a CN:

$$CN = 95$$

$$R_d = 0.17 \text{ feet}$$

$$V = 0.17 * 16,646 = \underline{2,830 \text{ cubic feet}}$$

10 YEAR STORM FLOW

AREA 3:

AREA: 0.46 acres

RUNOFF COEFFICIENT (C):

$$C = 0.35$$

TIME OF CONCENTRATION (Tc):

$$I = 2.1 \text{ inches (10 year, 1 hour)}$$

$$\text{@ } L = 250'; S = 5.0\%; T_c = 10 \text{ min.}$$

$$i \text{ @ } I = 2.1 \text{ inches; } T_c = 10 \text{ min. } i = 4.2 \text{ in./hr.}$$

FLOW (Q):

$$\text{Rational Method: } Q = C * i * A$$

$$Q = 0.35 * 4.2 * 0.46 = \underline{0.68 \text{ cfs}}$$

50 YEAR STORM VOLUME

To determine the volume produced by existing and proposed conditions, the SCS Method will be used. This method is as follows:

$$V = R_d * A$$

V - Volume (cubic feet)

R_d - Runoff Depth (feet) @ I and CN

I - Rainfall (inches)

CN - SCS Runoff Curve Number

A - Area (square feet)

AREA 3:

R_d @ I of 2.6 inches and a CN:

$$CN = 75$$

$$R_d = 0.06 \text{ feet}$$

$$V = 0.06 * 19,867 = \underline{1,192 \text{ cubic feet}}$$

10 YEAR STORM FLOW

AREA 4:

AREA: 0.03 acres

RUNOFF COEFFICIENT (C):

$$C = 0.63$$

TIME OF CONCENTRATION (Tc):

$$I = 2.1 \text{ inches (10 year, 1 hour)}$$

$$\text{@ } L=85'; S=7.0\%, Tc=5 \text{ min.}$$

$$i \text{ @ } I=2.1 \text{ inches; } Tc=5 \text{ min. } i=5.3 \text{ in./hr.}$$

FLOW (Q):

$$\text{Rational Method: } Q = C*i*A$$

$$Q = 0.63*5.3*0.03 = \underline{0.10 \text{ cfs}}$$

50 YEAR STORM VOLUME

To determine the volume produced by existing and proposed conditions, the SCS Method will be used. This method is as follows:

$$V = Rd * A$$

V - Volume (cubic feet)

Rd - Runoff Depth (feet) @ I and CN

I - Rainfall (inches)

CN - SCS Runoff Curve Number

A - Area (square feet)

AREA 4:

Rd @ I of 2.6 inches and a CN:

$$CN = 85$$

$$Rd = 0.11 \text{ feet}$$

$$V = 0.11 * 1,475 = \underline{162 \text{ cubic feet}}$$

10 YEAR STORM FLOW

AREA 5:

AREA: 0.09 acres

RUNOFF COEFFICIENT (C):

$$C = 0.63$$

TIME OF CONCENTRATION (Tc):

$$l = 2.1 \text{ inches (10 year, 1 hour)}$$

$$\text{@ } l = 100'; S = 8.0\%, T_c = 5 \text{ min.}$$

$$i \text{ @ } l = 2.1 \text{ inches; } T_c = 5 \text{ min. } i = 5.3 \text{ in./hr.}$$

FLOW (Q):

$$\text{Rational Method: } Q = C * i * A$$

$$Q = 0.63 * 5.3 * 0.09 = \underline{0.30 \text{ cfs}}$$

50 YEAR STORM VOLUME

To determine the volume produced by existing and proposed conditions, the SCS Method will be used. This method is as follows:

$$V = R_d * A$$

V - Volume (cubic feet)

R_d - Runoff Depth (feet) @ l and CN

l - Rainfall (inches)

CN - SCS Runoff Curve Number

A - Area (square feet)

AREA 5:

R_d @ l of 2.6 inches and a CN:

$$CN = 85$$

$$R_d = 0.11 \text{ feet}$$

$$V = 0.11 * 4,104 = \underline{451 \text{ cubic feet}}$$

10 YEAR STORM FLOW

AREA 6:

AREA: 0.05 acres

RUNOFF COEFFICIENT (C):

$$C = 0.63$$

TIME OF CONCENTRATION (Tc):

$$l = 2.1 \text{ inches (10 year, 1 hour)}$$

$$\text{@ } L=55'; S=10.0\%, Tc=5 \text{ min.}$$

$$i \text{ @ } l=2.1 \text{ inches; } Tc=5 \text{ min. } i=5.3 \text{ in./hr.}$$

FLOW (Q):

$$\text{Rational Method: } Q = C*i*A$$

$$Q = 0.63*5.3*0.05 = \underline{0.17 \text{ cfs}}$$

50 YEAR STORM VOLUME

To determine the volume produced by existing and proposed conditions, the SCS Method will be used. This method is as follows:

$$V = Rd * A$$

V - Volume (cubic feet)

Rd - Runoff Depth (feet) @ I and CN

I - Rainfall (inches)

CN - SCS Runoff Curve Number

A - Area (square feet)

AREA 6:

Rd @ I of 2.6 inches and a CN:

$$CN = 85$$

$$Rd = 0.11 \text{ feet}$$

$$V = 0.11 * 2,134 = \underline{235 \text{ cubic feet}}$$

10 YEAR STORM FLOW

AREA 7:

AREA: 0.15 acres

RUNOFF COEFFICIENT (C):
C = 0.63

TIME OF CONCENTRATION (Tc):
I = 2.1 inches (10 year, 1 hour)

@ L = 60'; S = 3.0%, Tc = 5 min.

i @ I = 2.1 inches; Tc = 5 min. i = 5.3 in./hr.

FLOW (Q):

Rational Method: $Q = C * i * A$

$$Q = 0.63 * 5.3 * 0.15 = \underline{0.50 \text{ cfs}}$$

50 YEAR STORM VOLUME

To determine the volume produced by existing and proposed conditions, the SCS Method will be used. This method is as follows:

$$V = Rd * A$$

V - Volume (cubic feet)

Rd - Runoff Depth (feet) @ I and CN

I - Rainfall (inches)

CN - SCS Runoff Curve Number

A - Area (square feet)

AREA 7:

Rd @ I of 2.6 inches and a CN:

$$CN = 85$$

$$Rd = 0.11 \text{ feet}$$

$$V = 0.11 * 6,481 = \underline{713 \text{ cubic feet}}$$

10 YEAR STORM FLOW

AREA 8:

AREA: 1.31 acres

RUNOFF COEFFICIENT (C):

$$C = 0.55$$

TIME OF CONCENTRATION (Tc):

$$I = 2.1 \text{ inches (10 year, 1 hour)}$$

$$\text{@ } L=340'; S=4.0\%, T_c=18 \text{ min.}$$

$$i \text{ @ } I=2.1 \text{ inches; } T_c=18 \text{ min. } i=3.6 \text{ in./hr.}$$

FLOW (Q):

$$\text{Rational Method: } Q = C * i * A$$

$$Q = 0.55 * 3.6 * 1.31 = \underline{2.60 \text{ cfs}}$$

50 YEAR STORM VOLUME

To determine the volume produced by existing and proposed conditions, the SCS Method will be used. This method is as follows:

$$V = Rd * A$$

V - Volume (cubic feet)

Rd - Runoff Depth (feet) @ I and CN

I - Rainfall (inches)

CN - SCS Runoff Curve Number

A - Area (square feet)

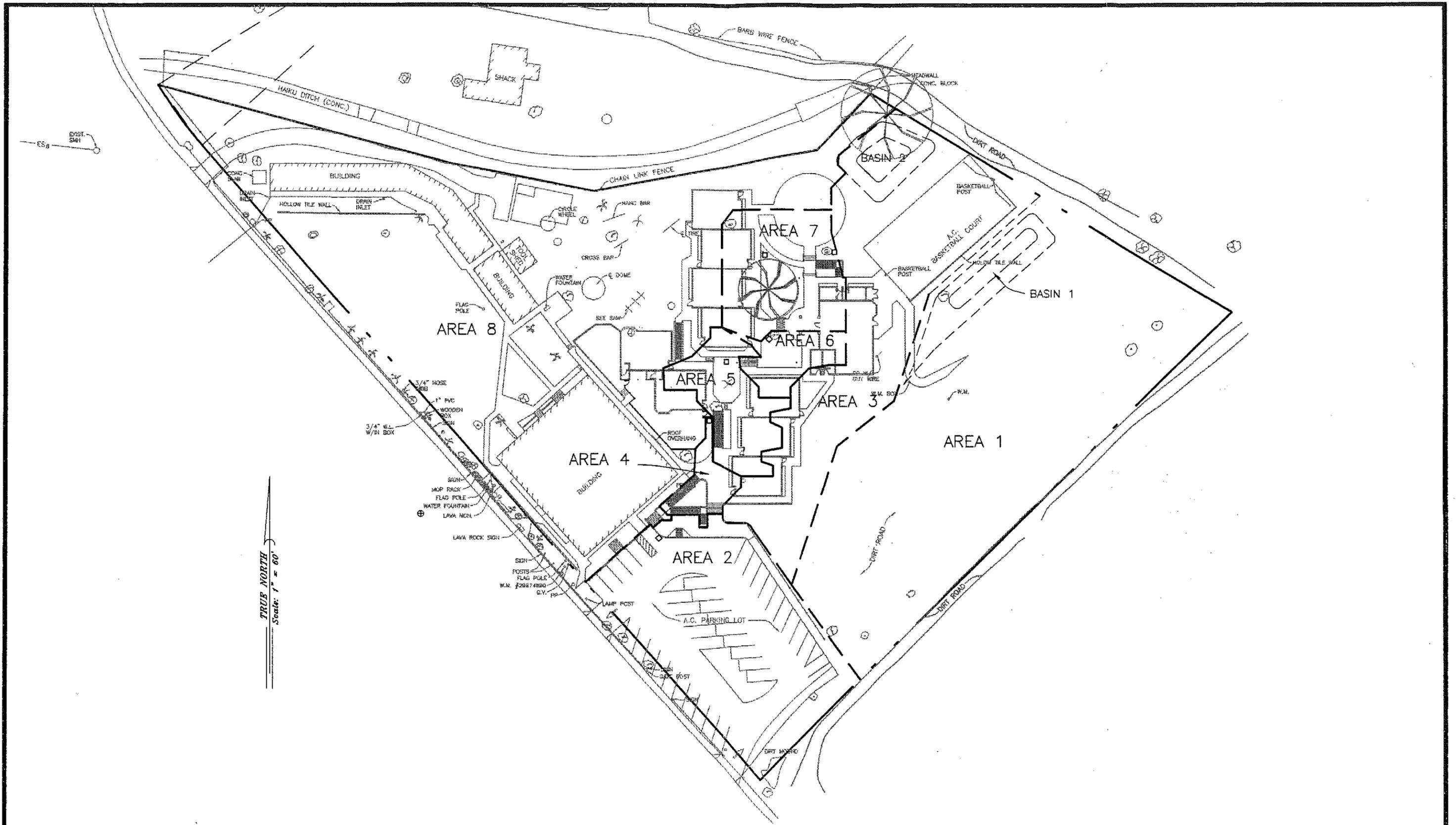
AREA 8:

Rd @ I of 2.6 inches and a CN:

$$CN = 80$$

$$Rd = 0.08 \text{ feet}$$

$$V = 0.08 * 57,151 = \underline{4,572 \text{ cubic feet}}$$



DORIS TODD MEMORIAL SCHOOL — PROPOSED CONDITIONS

APPENDIX "D"

ON-SITE STORAGE VOLUME

APPENDIX "D"
ON-SITE STORAGE VOLUME

There are two retention/sedimentation basins that will be graded as part of this project. The first basin (basin 1) is designed to store the runoff volume from drainage area 1 (2,527 cubic feet). The second basin (basin 2) is designed to store the runoff volume from drainage areas 2 through 7 (5,583 cubic feet). The storage capacities are as follows:

$$V = (\text{Bottom Area} + \text{Top Area})/2 * \text{Depth}$$

$$V1 = (719 + 2,706)/2 * 3 = 5,137 \text{ cubic feet} > 2,527 \text{ cubic feet}$$

$$V2 = (598 + 1998)/2 * 5 = 6,490 \text{ cubic feet} > 5,583 \text{ cubic feet}$$

APPENDIX "E"

ON-SITE DRAINAGE SYSTEM

PROJECT *Doro Todd School*
 DRAIN LINE *On-Site Drainage (10 Year 1 hour Storm)*

DRAINAGE DESIGN DATA

DATE *6/17/98*
 COMPUTED BY *W.S.*
 CHECKED BY *W.S.*

Inlet	"Tc"	"C"	"i"	Drain Area	Runoff Accum. Coeff.	"dn"	"VP"	Size of Pipe	Length of Seg.	"SP"	"SG"	Invert Elevation	"HF"	Manhole Losses				Ent. Cont.	Hydraulic Grade Elev.		Finished Grade Elevation	Remark
														A	B	C	D		Down	Up		
DI (Area 2)					1.34 1.34							228.00		0.40	1.20	-	-	-	228.27	229.87	231.98	
					1.34	0.27	1.10	18" HDPE	81.6	0.0003	0.061		0.02									
DI (Area 4)					0.10 1.94							223.00		0.40	0.00	0.14	-	-	223.29	223.83	226.50	
					1.94	0.29	1.10	18" HDPE	38.1	0.0003	0.050		0.01									
DI (Area 5)					0.30 2.24							221.11		0.30	0.00	0.20	-	0.80	221.89	222.47	224.00	
					2.24	0.40	1.30	18" HDPE	29.7	0.0004	0.020		0.01									
DI (Area 6)					0.17 2.41							220.52		0.23	0.00	0.08	-	0.81	221.57	221.88	223.23	
					2.41	0.40	1.30	18" HDPE	70.1	0.00045	0.020		0.03									
DI (Area 3)					0.68 3.59							219.12		0.27	0.00	0.14	0.08	1.05	221.05	221.54	224.00	
					3.59	0.50	2.00	18" HDPE	53.9	0.001	0.021		0.05									
Outlet												218.00										Water Surface for H ₂ -7 @ 10 Year Storm
DI (Area 7)					0.50 0.50							219.78		0.05	0.15	-	-	-	221.54	221.74	222.50	
					0.50	0.25	1.00	12" HDPE	43.9	0.0001	0.015		0.00									
DI (Area 3)												219.12										221.54 224.00

APPENDIX "E"
ON-SITE DRAINAGE SYSTEM

Inlet Capacity for 3' x 3' grate inlet

$$Q_i = C_w * P * d^{1.5}$$

where:

$$C_w = 3.0$$

P = Perimeter of Grate

d = Depth (allowed to pond 0.25')

$$Q_i = 3.0 * 12 * 0.25^{1.5} = 4.5 \text{ cfs} > 1.84 \text{ cfs}$$

1.84 cfs (drainage area 2) is the greatest anticipated flow for the drainage system.

APPENDIX H
Traffic Assessment Report

Phillip Rowell and Associates

47-273 'D' Hui Iwa Street

Kaneohe, Hawaii 96744

Phone: (808) 239-8206

FAX: (808) 239-4175

Email: prowell@gte.net

February 8, 2008

Mrs. Carolyn Moore
Doris Todd Memorial Christian School
c/o Chris Hart & Partners, Inc.
1955 Main Street, Suite 200
Wailuku, Maui , HI 96793-1955

Re: **Proposal for Traffic Assessment Report
For Doris Todd Memorial Christian School
Paia, Maui, Hawaii
TMK: (2)3-9-003:**

Dear Mrs. Moore:

Phillip Rowell and Associates has prepared the following Traffic Assessment Report for the proposed change of zoning for Doris Todd Memorial Christian School. The zoning of the parcel is to be changed from Agriculture to Urban quasi-public. The report is presented in the following format:

- A. Project Location and Description
- B. Purpose and Objective of Study
- C. Methodology
- D. Description of Existing Streets and Intersection Controls
- E. Existing Peak Hour Traffic Volumes
- F. Level-of-Service Concept
- G. Existing Levels-of-Service
- H. Other Traffic Issues
- I. Summary and Conclusions

A. Project Location and Description

Doris Todd Memorial Christian School is located along Baldwin Avenue between Paia and Makawao approximately 1.1 miles from the intersection of Baldwin Avenue at Hana Highway in Paia. The address is 519 Baldwin Avenue.

Access to and egress from the school is via separate entrance and exit driveways to the parking lot off Baldwin Avenue.

We understand that there will be no new buildings or increase in student enrollment as a result of the proposed zone change.

B. Purpose and Objective of Study

1. Quantify and describe the traffic related characteristics of the school.
2. Determine if a Traffic Impact Analysis Report for the proposed project is warranted.

C. Methodology

The following methodology is based on the understanding that no expansion of the school enrollment is planned. Accordingly, the traffic study needs only to document existing conditions at the school's entrance and exit along Baldwin Avenue.

Existing traffic volumes at the study intersections were obtained from traffic counts completed during December, 2005. The intersection configurations and right-of-way controls were determined at the time of the surveys. Existing traffic operating conditions of the study intersection were quantified using the methodology described in the 2000 *Highway Capacity Manual* (HCM) ¹. The results of this analysis estimated the level-of-service of traffic at the school's driveway and identified any operational deficiencies or constraints.

The next task was to determine if a separate left turn lane is warranted to accommodate traffic into the school from Baldwin. This was done using guidelines described by the Transportation Research Board.

D. Description of Existing Streets and Intersection Controls

In the vicinity of the project, Baldwin Avenue is a two-lane, two-way, north-south major roadway running from Paia to Makawao. In the vicinity of the project, no separate left turn lanes are provided for access to the school and the study intersections are unsignalized. The posted speed limit is 20 mph.

E. Existing Peak Hour Traffic Volumes

The morning and afternoon peak hour traffic volumes are summarized in Attachment A. These traffic counts were performed on Monday, December 5, 2005. Based on results of the traffic counts, the morning peak period is between 7:15 AM and 8:15 AM. The afternoon peak period is between 2:00 PM and 3:00 PM.

During the traffic counts, it was observed that parents entering and leaving the school parking lot adhere to the one way signs on the entrance and exit driveways.

F. Level-of-Service Concept

"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.*

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 1 summarizes the definitions for level-of-service and the corresponding delay. A subsequent calculation to determine an overall LOS was made, and these results are presented in tables to summarize traffic conditions using parameters similar to those used for signalized intersections.

¹Institute of Transportation Engineers, *Highway Capacity Manual*, Washington, D.C., 2000

Table 1 Level-of-Service Definitions for Unsignalized Intersections⁽¹⁾

Level-of-Service	Expected Delay to Minor Street Traffic	Delay (Seconds)
A	Little or no delay	<10.0
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: Institute of Transportation Engineers, *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.

G. Existing Levels-of-Service

The existing levels-of-service were estimated using the methodology described in the *Highway Capacity Manual*. The results of the level-of-service analysis of existing conditions are summarized in Table 2.

Table 2 Existing (2005) Levels-of-Service - Baldwin Avenue at Doris Todd School

Intersection and Movement	AM Peak Hour		PM Peak Hour	
	Delay ¹	LOS ²	Delay	LOS
<i>Baldwin Ave at Entrance / Exit</i>				
Southbound Left	7.9	A	7.9	A
Westbound Left & Right	10.2	B	10.9	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.

The conclusions of the level-of-service analysis are:

During both peak periods, traffic along Baldwin Avenue operates at Level-of-Service A. This is the highest level-of-service. This implies that traffic turning from Baldwin Avenue into the project and traffic turning from the school onto Baldwin Avenue has a negligible impact on traffic flow along Baldwin Avenue.

Traffic exiting the school operates at Level-of-Service B during both the morning and afternoon peak hours. This is also a high level-of-service indicating minimal delays to traffic waiting to exit the school parking lot.

H. Other Traffic Issues

Separate Left Turn Storage Lane

The need for separate left turn storage lanes was assessed using the criteria described in NCHRP Report 457². This guideline is based on traffic volumes at the subject intersection and is reproduced as Attachment B. As shown on the attachment, a separate left turn storage lane is not warranted based on these guidelines.

Regional Traffic Impacts

As students of the school may reside over a large area of Maui, it is reasonable to assume that project generated traffic will have an impact beyond the immediate vicinity of the project. However, the further away one is from the project, the less the impact since traffic will dissipate over distance. Since the impacts of school generated traffic in the immediate vicinity of the school is insignificant, it is reasonable to assume that the traffic impacts of the project will also be insignificant at locations more distant from the project.

Downhill Bikers

A separate count of downhill bicycle riders along Baldwin Avenue was performed north of the school entrance/exit in January 2005. This count determined that during the morning peak period (6:30 AM to 9:00 AM) there was only one bicycle and that during the afternoon peak period (2:00 PM to 4:30 PM), there were 13 bicycles over the two and one-half hour period. Accordingly, there should be minimal interaction between downhill bikers and school traffic.

² Transportation Research Board, National Academy of Sciences, *NCHRP 457, Evaluating Intersection Improvements: An Engineering Study Guide*, 2001, Washington, D.C., p.22.

I. Summary and Conclusions

1. During the morning peak hour, there are 65 inbound trips and 35 outbound trips to and from the school, respectively. The morning peak hour is between 7:15 AM and 8:15 AM. During the afternoon peak hour, there are 65 inbound and 65 outbound trips. The afternoon peak hour is between 2:00 PM and 3:00 PM.
2. The Institute of Transportation Engineers recommends that a traffic impact study should be performed if, in lieu of another locally preferred criterion, development generates an additional 100 vehicle trips in the peak direction (inbound or outbound) during the site's peak hour.⁷ Based on the criterion, a traffic impact analysis is not warranted as the school generates a maximum of 65 trips per hour in the peak direction.
3. The level-of-service analysis concluded the following:
 - a. During both peak periods, traffic along Baldwin Avenue operates at Level-of-Service A. This is the highest level-of-service. This implies that traffic turning from Baldwin Avenue into the project and traffic turning from the school onto Baldwin Avenue has a negligible impact on traffic flow along Baldwin Avenue.
 - b. Traffic exiting the school operates at Level-of-Service B during both the morning and afternoon peak hours. This is also a high level-of-service indicating minimal delays to traffic waiting to exit the school.
4. The need for a separate left turn storage lane along Baldwin Avenue at the school's entrance determined that the guidelines for a separate left turn lane were not satisfied.

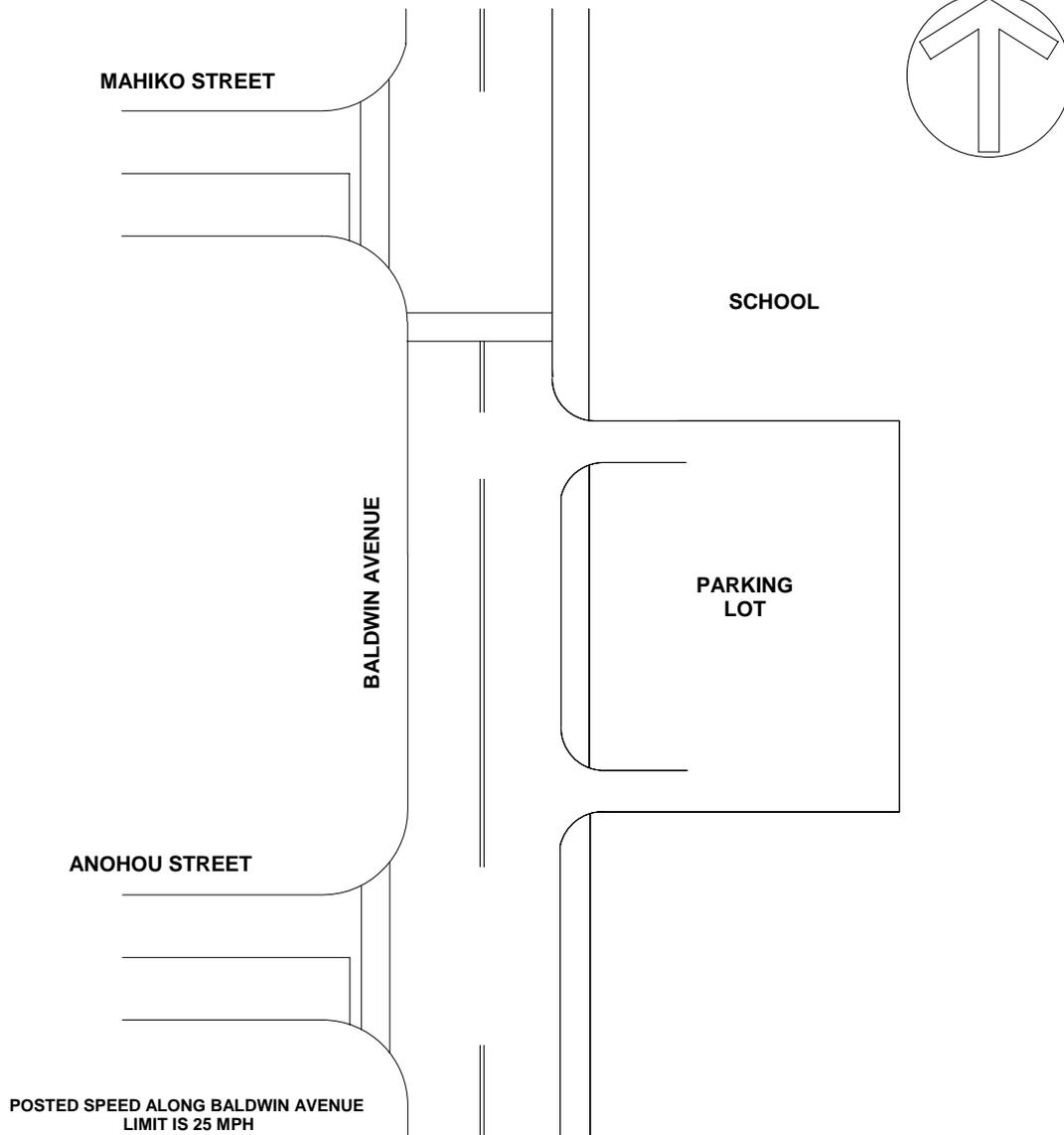
Respectfully submitted,
PHILLIP ROWELL AND ASSOCIATES

Phillip J. Rowell

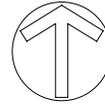
Phillip J. Rowell, P.E.
Principal

List of Attachments

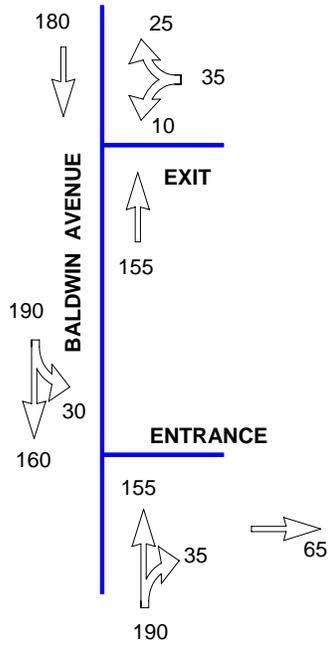
- A. Schematic of Existing Conditions
- B. Existing (2005) Peak Hour Traffic Volumes and Results of Level-of-Service Analysis
- C. Guidelines for Determining the Need for A Major Road Left-Turn Lane



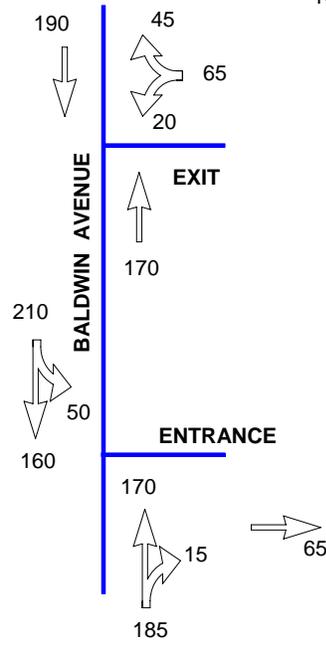
Attachment A
SCHEMATIC OF EXISTING CONDITIONS



NOMINAL
NORTH



AM Peak Hour

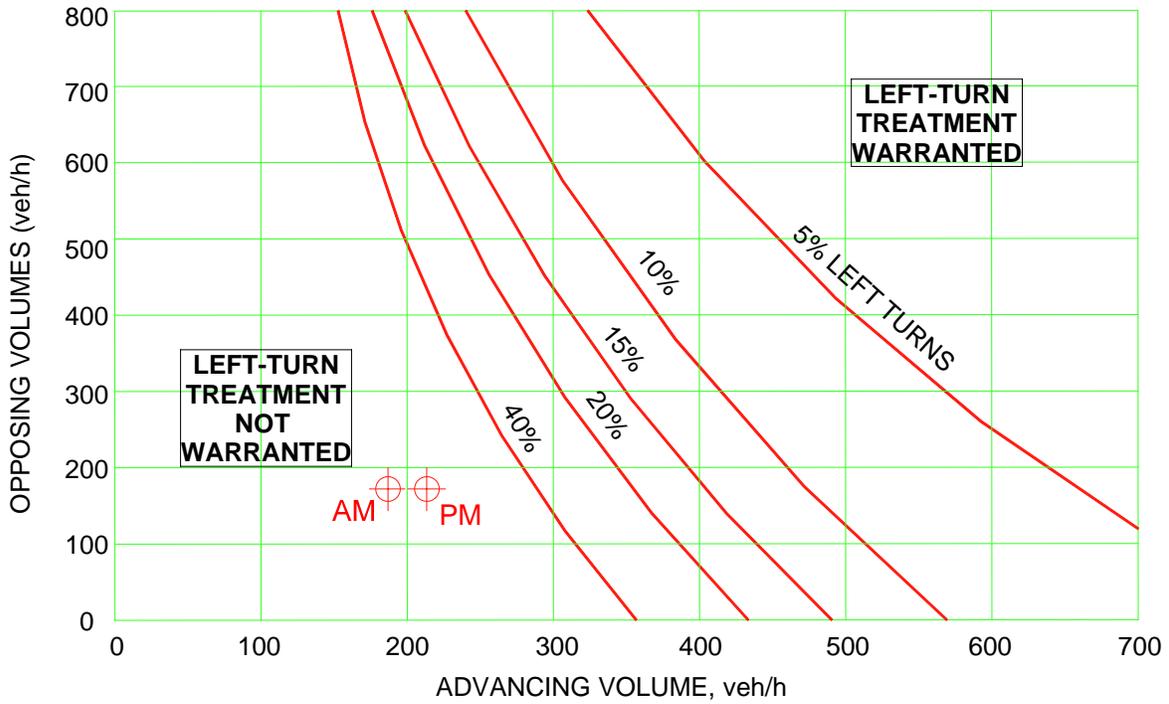


PM Peak Hour

Results of LOS Analysis:

<u>Approach</u>	<u>Mvt</u>	<u>Delay</u>	<u>LOS</u>	<u>Delay</u>	<u>LOS</u>
WB	LT	10.2	B	10.9	B
SB	LT	7.9	A	7.9	A

**Attachment B
EXISTING (2005) PEAK HOUR TRAFFIC VOLUMES
AND RESULTS OF LEVEL-OF-SERVICE ANALYSIS**



Source: NCHRP Report 457
Evaluating Intersection Improvements: An Engineering Study Guide
2001, page 22

	AM	PM
Advancing Volume	190	185
Opposing Volume	190	210
Percent Left Turns	16%	24%

Attachment C

GUIDELINES FOR DETERMINING THE NEED FOR A MAJOR ROAD LEFT-TURN BAY AT A TWO-WAY STOP CONTROLLED INTERSECTION

TWO-LANE ROAD - 60 km/hr (40 mph)

APPENDIX I
Department of Planning Pre-Consultation



November 16, 2007

Mr. Jeffrey S. Hunt, Director
Department of Planning
250 South High Street
Wailuku, HI 96793
Attention: Ms. Colleen Suyama

Dear Mr. Hunt:

Re: Draft Environmental Assessment, State Land Use District Boundary Amendment, Community Plan Amendment and Change In Zoning for the **Doris Todd Memorial Christian Day School** at TMK: 2-5-005:020, 044 & 052 (CPA 2006/0008; DBA 2005/0004; CIZ 2005/0007)

In response your letter dated November 17, 2006 requesting amendment of the Draft Environmental Assessment in support of the Community Plan Amendment, State Land Use District Boundary Amendment, and Change In Zoning applications for the subject project, we have been successful in obtaining the requested information and we are submitting one copy of the revised applications and offer the following additional information for your consideration:

Draft Environmental Assessment

1. **Early Consultation.** The Doris Todd Memorial Christian Day School has been a part of the community and operating on the current site for 46 years. The applications do not propose a change in use. In light of that, it was determined that soliciting comments during the Draft EA review period would be adequate.
2. **Community Groups.** As previously stated, the long presence of the school in the area would indicate that there would not be any negative feedback to the applications, however, notices and a description of the proposed actions have been sent to property owners within 500 feet of the property stating the applicant's intentions (**See:** Appendix "J"). Also, a copy of the accepted applications will be sent to the Paia Main Street Association.
3. **Energy Conservation/Water Quality.** The school utilizes an outside catering service to provide lunches to students and does not operate an

LANDSCAPE ARCHITECTURE
CITY AND REGIONAL PLANNING

115 N. MARKET STREET • WAILUKU, MAUI, HAWAII 96793-1706 • PHONE 808-242-1955 • FAX: 808-242-1956

onsite cafeteria. In addition, there are no shower or laundry facilities for the students. Due to the low demand for heated water, solar heating is not utilized, however all new structure have and will comply with Chapter 16.26.1300 "Energy Conservation", Maui County Code (MCC).

As noted in the applications (See: Appendix "G"), two retention/detention basins will be used to retain storm water runoff using a series of drain inlets and grass swales for transport reducing runoff to 2.60 cfs. This has the effect of significantly reducing existing offsite runoff (by 4.78 cfs or 7,423 cubic feet). Percolation into the ground through landscaping serves as natural filtration and the basins act as sedimentation basins during large storms. During the subdivision and building permit processes, the applicant have complied with and will continue to comply with the grading requirements of the Department of Public Works and the Department of Environmental Management utilizing best management practices (BMPs) to reduce the effects on downstream properties.

4. **Cultural Assessment.** A Cultural Resources section has been added to the applications (See: III.B.3).
5. **Significance Criteria.** Section V was added to the Draft EA to address the HRS Chapter 343 Significance Criteria.

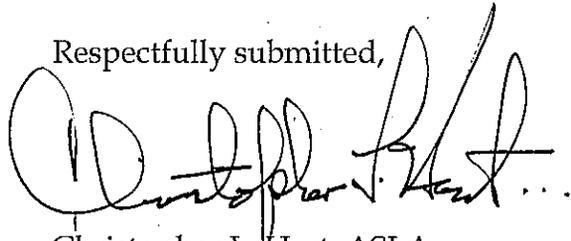
Community Plan Amendment, State District Boundary Amendment, and Change in Zoning

1. **Ownership.** The County of Maui Real Property records list the "East Maui Baptist Church" as lessee of Parcel 44 and the "Hawaiian Island Mission of the Denbigh Missionary Fellowship" as lessee of Parcel 52. The owner of both properties, as well as Parcel 20, is A&B Hawaii, Inc. In 1958, the Assemblies of God in the Hawaiian Islands entered into a 25 year lease agreement with Hawaiian Commercial and Sugar Company, Limited, the predecessor to A&B Hawaii, Inc. This lease was transferred to the East Maui Baptist Churches in 1961. Doris Crozier Todd originally began her school as an outreach of the East Maui Baptist Church. In 1977, Rev. Edward Todd, on behalf of the Doris Todd Memorial Christian School, entered into a tenancy license agreement with Alexander & Baldwin, Inc. for the project site (See: Appendix "A"). In 1978, the State Land Use Commission granted a Special Permit for the Doris Todd Memorial Christian School.
2. **Checklist.** In accordance with Chapter 19.510, MCC, a zoning checklist for the Community Plan Amendment and Change in Zoning applications is attached hereto.

3. **Notice of Applications.** The Notice of Applications for Community Plan Amendment and Change in Zoning were mailed on November 1, 2007 to property owners within 500 feet of the project site.
4. **Metes & Bounds and Mylar Maps.** The metes and bounds description and mylar maps will be provided under separate cover by the owner of the property A&B Hawaii, Inc.
5. **Agriculture.** According to Mr. Hideo Kawahara, A&B Properties, Inc., the property is located in what used to be a residential plantation camp and, thus, was never used for large scale agricultural purposes by A&B or its predecessors. Analyses of agricultural resources pursuant to Chapter 205, Hawaii Revised Statutes (HRS) and §19.30A, MCC are provided in Sections IV.A and IV.D, respectively.

We assume that the foregoing addresses your comments and acceptance is warranted contingent on receipt of Item No. 4 above. If you have any questions regarding the above, please do not hesitate to contact Raymond Cabebe, or me.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Christopher L. Hart". The signature is stylized and written over a faint, illegible printed name.

Christopher L. Hart, ASLA
President
Landscape Architect - Planner

CLH:rrc

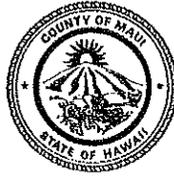
enclosures

c: Ms. Carolyn Moore
Mr. Hideo Kawahara

ALAN M. ARAKAWA
Mayor

MICHAEL W. FOLEY
Director

DON COUCH
Deputy Director



COUNTY OF MAUI
DEPARTMENT OF PLANNING

November 17, 2006

RECEIVED
NOV 22 2006

Planning Division

CC: Raymond
05/005

Mr. Christopher L. Hart, ASLA
Chris Hart & Partners
1955 Main Street, Suite 200
Wailuku, Hawaii 96793

Dear Mr. Hart:

RE: Draft Environmental Assessment (EA) And Community Plan Amendment From Single-Family To Public/Quasi-Public Use, State District Boundary Amendment From Agricultural To Urban And Change In Zoning From Interim To P-1 Public/Quasi-Public District For The Doris Todd Memorial Christian Day School At TMK: (2) 2-5-005: (por. of 020, 044, and 052), Paia, Maui, Hawaii (CPA 2006/0008) (DBA 2005/0004) (CIZ 2005/0007)

We have reviewed the above-referenced applications and find that the following information is required:

Draft EA:

1. Comments for Early Consultation from commenting agencies and the general public is not included in the Draft EA;
2. Documentation of a good faith effort to consult with community groups. Groups such as the Paia Main Street Association, Community Associations, etc. should be included in the draft EA;
3. The Draft EA should include measures for energy conservation and measures for water quality beyond retention/detention basins;
4. The Draft EA shall include a Cultural Assessment section. Paia Town has a rich history associated with the Paia Mill, agricultural operations in the town and the immigrant populations associated with these operations; and
5. The Draft EA shall include a section addressing the significance criteria of Chapter 343, HRS.

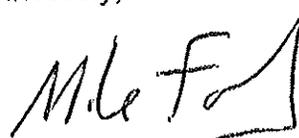
Mr. Christopher L. Hart, ASLA
November 17, 2006
Page 2

Community Plan Amendment, State District Boundary Amendment and Change in Zoning:

1. The applications do not address the relationship between Doris Todd Memorial Christian Day School and the East Maui Baptist Church and Hawaiian Island Mission Denbigh who are also identified as owners on the real property tax records. Notarized authorization letters from these two owners shall be included in the applications;
2. The zoning checklist for the Community Plan Amendment and Change in Zoning Applications identifying compliance with Chapter 19.510, Maui County Code, 1980 as amended, was not included in the application documents;
3. The Notice of Applications for the Community Plan Amendment and Change in Zoning with the Affidavit of mailing is required at the time of filing of the application documents;
4. Until the metes and bounds description and required mylar maps of the property are filed with this office your application will not be deemed complete; and
5. The applications do not address the criteria of retention of lands in Agriculture pursuant to Chapter 19.30A, Maui County Code. The discussion shall include whether the site was used for cultivation or other agricultural purposes and any potential contaminants from such agricultural use. You are advised to contact HC&S to determine whether the lands were ever placed in cultivation or used for other agricultural purposes. A Phase I Environmental Site Assessment (ESA) of former agricultural lands may be required.

Thank you for your cooperation. If additional clarification is required, please contact Ms. Colleen Suyama, Staff Planner, of this office at colleen.suyama@co.maui.hi.us or 270-7512.

Sincerely,



MICHAEL W. FOLEY
Planning Director

Mr. Christopher L. Hart, ASLA
November 17, 2006
Page 3

MWF:CMS:bv

c: Clayton I. Yoshida, AICP, Planning Program Administrator
Colleen M. Suyama, Staff Planner
Project File
General
K:\WP_DOCS\PLANNING\DBA\2005\0004_DorisTodd\2ndMoreInfo.wpd



October 20, 2006

Mr. Michael Foley, Director
Department of Planning
250 South High Street
Wailuku, HI 96793

Attention: Ms. Colleen Suyama, Staff Planner

Dear Mr. Foley:

Re: State Land Use District Boundary Amendment, Community Plan Amendment and Change In Zoning for the **Doris Todd Memorial Christian Day School** at TMK: 2-5-005:020, 044 & 052 (DBA 2005/0004; CIZ 2005/0007)

In response your June 17, 2005 letter regarding the State Land Use District Boundary Amendment and Change In Zoning for the subject project, we are submitting two copies of the revised applications and offer the following as enumerated in your letter:

1. **Community Plan Amendment.** The application has been revised to include a Community Plan Amendment for the portion of the property that lies within the SF Single Family designation.
2. **Change in Zoning Checklist.** The checklist for the Change in Zoning Application is included in the application.
3. **Notice of Application.** When the Change in Zoning application is accepted as complete, the notice of application will be sent out and a notarized affidavit of mailing will be submitted under separate cover.
4. **Historic & Cultural Resources.** A letter from the State Historic Preservation Division, dated February 22, 2006, is included in the application (**See:** Appendix "E"). The letter concludes that "no historic properties will be affected by the proposed subdivision action." The SHPD requests the opportunity to review future development plans only for Lot B-3 (now identified as B-2) and acknowledges that the school is pre-existing with no structures over 50 years old.
5. **Ownership Information.** Doris Todd Memorial Christian School currently leases the property from A&B Properties. The lease agreement

is included with the ownership documents in the application (See:
Appendix "A").

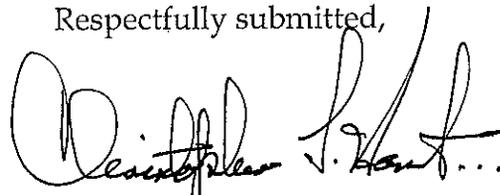
6. **Metes & Bounds/Mylar Maps.** The metes and bounds and mylar maps will be submitted under separate cover.

Attached are the following:

<u>Application</u>	<u>Description</u>
State Land Use Boundary Amendment	Public Hearing Notice
Community Plan Amendment	Public Hearing Notice
Change in Zoning	Notice of Filing Public Hearing Notice
All Applications	Location Map Location Map for Publication

We assume that the foregoing addresses your comments and acceptance is warranted. If you have any questions regarding the above, please do not hesitate to contact me at 242-1955.

Respectfully submitted,



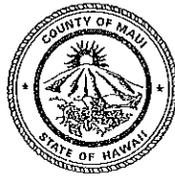
Christopher L. Hart, ASLA
Landscape Architect - Planner

CLH:rrc

enclosures

c: Ms. Carolyn Moore

ALAN M. ARAKAWA
Mayor
MICHAEL W. FOLEY
Director
WAYNE A. BOTEILHO
Deputy Director



COUNTY OF MAUI
DEPARTMENT OF PLANNING

RECEIVED
JUN 23 2005
CHRIS HART & PARTNERS
Landscape Architecture & Planning
CC: Raymond

June 17, 2005

Mr. Christopher L. Hart
Chris Hart and Partners
1955 Main Street, Suite 200
Wailuku, Hawaii 96793

Dear Mr. Hart:

Re: State District Boundary Amendment from State Agricultural District to State Urban District and Change in Zoning from Interim District to P-1 Public/Quasi-Public District for Doris Todd Memorial Christian School at TMK 2-5-005:020, Paia, Maui, Hawaii (DBA 2005/0004) (CIZ 2005/0007)

We have reviewed the above applications and find that we are unable to continue processing due to the following reasons:

1. Public/Quasi-Public Use and Single Family Use. In order to zone the property the zoning requested must be in conformance with the Community Plan designations. A Community Plan Amendment must be processed concurrent with your applications. In addition, pursuant to Chapter 343, Hawaii Revised Statutes an Environmental Assessment is required.
2. The Change in Zoning Application must include the Checklist identifying compliance to the application criteria of Chapter 19.510, Maui County Code. Further, the documents identified in the checklist shall be included in the application.
3. The Notice of Application for the Change in Zoning shall include the notarized affidavit of mailing.
4. The land use amendments shall include the following documents:

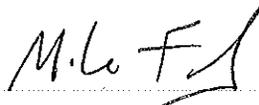
- a. The area was historically used for residential habitation during the plantation era. Although it may not be prehistoric or Native Hawaiian culture, the area has potential historic and cultural resources relating to the plantation use of the property which should be addressed in an archaeological inventory survey.
 - b. The applications indicate future expansion proposals for the school, as such a Traffic Impact Analysis Report is required to address potential traffic related impacts, especially to regional traffic impact on Baldwin Avenue at the Hana Highway intersection.
 - c. A preliminary engineering report addressing existing and future infrastructure shall be included in the application. Said report shall also include a preliminary drainage report.
 - d. Further discussion on the criteria of retention of lands in Agriculture pursuant to Chapter 19.30A, Maui County Code shall be included. Also, the discussion shall include whether the site was used for cultivation or other agricultural purposes and any potential contaminants from such agricultural use.
5. The ownership information identify the following:
- A&B Properties
East Maui Baptist Church
Hawaiian Island Mission Denbigh
- Please clarify the relationship of Doris Todd Memorial Christian School with the above ownership interest. We note that the applications were signed by Mr. Hideo Kawahara on behalf of A&B Properties as the landowner.
6. The metes and bounds description and required mylar maps of the property were not included in the application documents.

Please be advised that your applications will be held in abeyance pending submittal of the required information. Also, upon receipt of the information and it is deemed adequate we will notify you as to the number of copies of the application documents we will need for transmittal to the reviewing agencies.

Mr. Christopher L. Hart
June 17, 2005
Page 3

Thank you for your cooperation. If additional clarification is required, please contact Ms. Colleen Suyama, Staff Planner, of this office at 270-7735.

Sincerely,

A handwritten signature in black ink, appearing to read "M. W. Foley". The signature is written in a cursive style with a horizontal line underneath the name.

MICHAEL W. FOLEY
Planning Director

MWF:CMS:lar

c: Clayton Yoshida, AICP, Planning Program Administrator
Colleen Suyama, Staff Planner
Carolyn Moore, Doris Todd Christian Memorial School
Project File
General File
(K:\WP_DOCS\PLANNING\DBA\2005\0004_DorisTodd\MoreInfo.wpd)

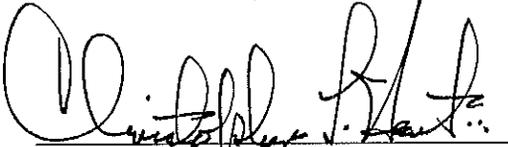
APPENDIX J
Pre-Consultation Letter

NOTARIZED AFFIDAVIT OF MAILING

Christopher L. Hart, Chris Hart & Partners, Inc. being first duly sworn on oath, deposes and says that:

1. Affiant is the applicant for Doris Todd Memorial Christian Day School, Applicant for a Community Plan Amendment for the following parcel(s): TMK: (2) 2-5-005:020 (portion) Location: (Street Address): 519 Baldwin Avenue Paia, Maui, Hawaii.
2. Affiant is the applicant for Doris Todd Memorial Christian Day School, Applicant for Change in Zoning for land situated at 519 Baldwin Avenue, Paia, Maui, Hawaii. TMK: (2) 3-5-005:020 (portion).
3. Affiant did on November 1, 2007, deposit in the United States mail, post paid, by certified or registered mail and delivery to addressee, a copy of a Notice of Hearing, a copy of which is attached hereto as "Exhibit A" and made a part thereof, addressed to each of the persons identified on "Exhibit B," attached hereto and made a part hereof.
4. Affiant does attest that the names and addresses of owners of real property situated within five hundred feet of the subject parcel were obtained from the County of Maui Real Property Tax Roll, and that the current ownership was verified with the records of the County's Real Property Tax Division on October 26, 2007.

Futher Affiant sayeth naught:



Christopher L. Hart

Subscribed and sworn to before me
this 6th day of November, 2007.


Pamela Correa
Notary Public, State of Hawaii
Pamela Correa
My commission expires: 12-07-07

ATTACHMENT A

TO: Owners/Lessees

DATE: November 1, 2007

NOTICE OF FILING OF APPLICATION

COMMUNITY PLAN AMENDMENT (From Single Family to Public/Quasi-public)

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) 2-5-005:020 (portion)
(NOTE: Please attach an 8 1/2" x 14" location map)
- 2. Location (Street Address): 519 Baldwin Ave., Paia, Maui, Hawaii
- 3. Existing Land Use Designations:
 - a. State Land Use District: Agricultural
 - b. Community Plan Designation: Single Family
 - c. County Zoning: Interim
- 4. Description of the Existing Uses on Property: Private school (pre-school to 8th grade).
- 5. Description of the Proposed Uses on Property: Use to remain the same.

By: Doris Todd Memorial Christian Day School
(Owner/Applicant)
[Signature]
(Signature)
519 Baldwin Avenue
Paia, Hawaii 96779
(Address)
(808) 579-9237
(Telephone)

Chris Hart & Partners, Inc
(Agent)
[Signature]
(Signature)
115 N. Market Street
Wailuku, Hawaii 96793
(Address)
(808) 242-1955
(Telephone)

Exhibit 'A'

ATTACHMENT A

TO: Owners/Lessees

DATE: November 1, 2007

NOTICE OF FILING OF APPLICATION

Check appropriate line:

- CHANGE IN ZONING (From Interim to Public/Quasi-Public)
- 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) 2-5-005:020, 044, 052
(NOTE: Please attach an 8" x 14" location map)
2. Location (Street Address): 519 Baldwin Avenue, Paia, Maui Hawaii 96779
3. Existing Land Use Designations:
 - a. State Land Use District: Agricultural
 - b. Community Plan Designation: Public/Quasi-Public
 - c. County Zoning: Interim
4. Description of the Existing Uses on Property: Private school, pre-school to grade 8
5. Description of the Proposed Uses on Property: Use to remain the same

By: Doris Todd Memorial Christian Day School
 (Owner/Applicant)
Evanly Moore
 (Signature)
519 Baldwin Avenue
Paia, Hawaii 96779
 (Address)
(808) 579-9237
 (Telephone)

Christopher L. Hart, Chris Hart & Partners, Inc.
 (Agent)
Christopher L. Hart
 (Signature)
1955 Main Street, Suite 200
Wailuku, Hawaii 96793
 (Address)
(808) 242-1955
 (Telephone)

Exhibit "A"



LOCATION MAP
 TMK: (2) 2-5-005:020 (por.), 044, & 052
 519 Baldwin Avenue
 Paia, Maui, Hawaii

DORIS TODD MEMORIAL CHRISTIAN DAY SCHOOL



Exhibit "A"



CHRIS
HART
& PARTNERS INC.

November 9, 2007

Dear Paia Neighbor:

RE: Pre-Consultation for Land Use Commission District Boundary Amendment, Community Plan Amendment and Change in Zoning for the Doris Todd Memorial Christian Day School, situated on Baldwin Avenue, Paia, Maui, Hawaii; TMK Parcel No: (2) 2-5-005:020 (por.), 044, & 052.

On behalf of the Doris Todd Memorial Christian Day School, our firm has filed applications with the County Planning Department for a Land Use District Boundary Amendment, Community Plan Amendment and Change in Zoning in order to establish land use consistency for its current site at 519 Baldwin Avenue. The 3.432 acre parcel (See: "Location Map") has been leased from A&B Hawaii, Inc. for approximately 46 years.

The subject property is currently zoned as follows:

	Designation	Area (acres)
State Land Use	Agricultural	3.432
Paia-Haiku Community Plan	Single Family	2.412
	Public/Quasi-Public	1.02
County Zoning	Interim	3.432

The following brief description of the project is provided for your information:

- **Existing Land Use and Location.** The subject property is located on Baldwin Avenue in Upper Paia across from the Skill Village subdivision and has been used for school purposes since 1961. (See: "Location Map"). The school currently has an enrollment of approximately 145 students.
- **Proposed Action – Purpose and Need.** The owners of the property, A&B Hawaii, wish to subdivide Lot B of Parcel 20 and create Lot B-1 consisting of 3.432 acres whose ownership would be transferred to the Doris Todd Memorial Christian Day School. In order to complete the subdivision, the State Land Use, Paia-Haiku Community Plan and County Zoning must be consistent.

LANDSCAPE ARCHITECTURE
CITY AND REGIONAL PLANNING

115 N. MARKET STREET • WAILUKU, MAUI, HAWAII 96793-1706 • PHONE 808-242-1955 • FAX: 808-242-1956

- **Proposed Action - Description.** The applicant is requesting the following:

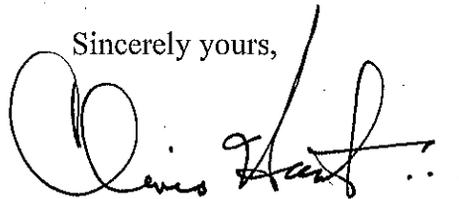
Application	Existing Designation	Requested Designation	Area (acres)
State Land Use District Boundary Amendment	Agricultural (A)	Urban (U)	3.432
Paia-Haiku Community Plan	Single Family (SF)	Public/Quasi-Public (P)	2.412
County Zoning	Interim	Public/Quasi-Public (P-1)	3.432

The Doris Todd Memorial Christian Day School prepared a *Long Range Plan For Facilities Development* in 1992 (and updated in February 2004) for the "orderly development of new facilities". The goal is to develop facilities to match the high quality of the academic program. The proposed facilities are not planned to increase enrollment, but rather to provide adequate size and quality of classroom space.

- **Construction.** In 1978, the Doris Todd Memorial Christian Day School received a special permit (SP78-294) from the State Land Use Commission to allow school uses on agricultural designated land. This permit has allowed the school to proceed with its development of new facilities. The first phase was completed in 2001 with the construction of the Kindergarten and Grade 1 building (Building "A", 1,888 square feet). Phase II and IV were combined and in 2006, two new buildings (Building "B", 3,536 square feet & Building "C", 2,652 square feet) with seven total classrooms were completed. Future plans include a Library/Media Center, a pavilion, and replacement of the teachers' cottage. During construction, mitigation measures have been employed to control noise, dust, run-off, and other construction phase impacts.

Thank you very much for your cooperation and attention to this matter. If you have any comments on this project, please contact me, or Raymond Cabebe of our office.

Sincerely yours,



Christopher L. Hart, ASLA
President
Landscape Architect - Planner

Enclosure: Location Map, Site Plan

c: Ms. Carolyn Moore, Doris Todd Memorial Christian Day School
Mr. Hideo Kawahara, A&B Hawaii, Inc.



LOCATION MAP
TMK: (2) 2-5-005:020 (por.), 044, & 052
519 Baldwin Avenue
Paia, Maui, Hawaii

DORIS TODD MEMORIAL CHRISTIAN DAY SCHOOL



APPENDIX K
Agency Comments & Responses

PUBLIC AGENCIES:

State

Department of Health
Department of Transportation
Department of Land and Natural Resources
Land Use Commission
Office of Hawaiian Affairs

County

Department of Public Works
Department of Environmental Management
Department of Water Supply
Police Department
Department of Planning

PRIVATE INTERESTS:

Maui Electric Company
Hawaiian Telcom



August 12, 2008

Mr. Herbert S. Matsubayashi
District Environmental Health Program
State Department of Health
Maui District Health Office
54 High Street
Wailuku, Hawaii 96793-2102

Dear Mr. Matsubayashi:

Re: Doris Todd Memorial Christian Day School - Draft Environmental Assessment at TMK: (2) 2-5-005:020, 044, 052 (EA 2007/0001; CPA 2006/0008; DBA 2005/0004; CIZ 2005/0007)

Thank you for your May 5, 2008 "no comments to offer" letter in response to the Draft Environmental Assessment in support of the State District Boundary, Community Plan Amendment and Change in Zoning applications for the subject project.

If you have any further questions, please contact Raymond Cabebe of our office.

Sincerely,

Christopher L. Hart, ASLA
President
Landscape Architect - Planner

CLH:rrc

attachment

c: Ms. Carolyn Moore
Ms. Robyn Loudermilk

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
64 HIGH STREET
WAILUKU, MAUI, HAWAII 96793-2102

May 5, 2008

2008 MAY 6 AM 9 59

DEPARTMENT OF PLANNING
COUNTY OF MAUI
RECEIVED

Mr. Jeffrey S. Hunt
Director
Department of Planning
County of Maui
250 South High Street
Wailuku, Hawai'i 96793

Attention: Robyn L. Loudermilk

Dear Mr. Hunt:

Subject: **Doris Todd Memorial Christian Day School**
TMK: (2) 2-5-005: 020, 044, and 052
EA 2007/0001, CPA 2006/008, DBA 2005/0004 and
CIZ 2005/0007

Thank you for the opportunity to comment on the Doris Todd Memorial Christian Day School application. We have no comments to offer at this time.

Should you have any questions, please call me at 808 984-8230.

Sincerely,

Herbert S. Matsubayashi
District Environmental Health Program Chief



August 12, 2008

Mr. Brennon T. Morioka, Director
State Department of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813-5097

Dear Mr. Morioka:

Re: STP 8.2860 - Doris Todd Memorial Christian Day School - Draft
Environmental Assessment at TMK: (2) 2-5-005:020, 044, 052 (EA
2007/0001; CPA 2006/0008; DBA 2005/0004; CIZ 2005/0007)

Thank you for your May 5, 2008 letter in response to the Draft Environmental Assessment in support of the State District Boundary, Community Plan Amendment and Change in Zoning applications for the subject project. We acknowledge that the remaining phase of the school's Long Range Plan will not significantly impact any State highway facilities.

If you have any further questions, please contact Raymond Cabebe of our office.

Sincerely,

Christopher L. Hart, ASLA
President
Landscape Architect - Planner

CLH:rrc

attachment

c: Ms. Carolyn Moore
Ms. Robyn Loudermilk

LINDA LINGLE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

May 5, 2008

BRENNON T. MORIOKA
DIRECTOR

Deputy Directors
MICHAEL D. FORMBY
FRANCIS PAUL KEENO
BRIAN H. SEKIGUCHI

IN REPLY REFER TO:

STP 8.2860

2008 MAY 8 PM 2 15
DEPARTMENT OF PLANNING
COUNTY OF MAUI
RECEIVED

Ms. Robyn L. Loudermilk
Staff Planner
County of Maui
Department of Planning
250 South High Street
Wailuku, Hawaii 96793

Dear Ms. Loudermilk:

Subject: Doris Todd Memorial Christian Day School – Draft Environmental Assessment
(EA 2007/0001), Community Plan Amendment (CPA 2006/0008), LUC
District Boundary Amendment (DBA 2005/0004) and Change in Zoning
(CIZ 2005/0007)

Thank you for requesting the Department of Transportation's (DOT) review of the subject application.

The remaining phase of the school's Long-Range Plan for Facilities Development, which includes the library/media center, pavilion and replacement of teachers' cottages, will not significantly impact any State highway facilities.

The DOT appreciates the opportunity to provide comments.

Very truly yours,

A handwritten signature in black ink, appearing to read "Brennan T. Morioka".

for BRENNON T. MORIOKA, Ph.D, P.E.
Director of Transportation



August 12, 2008

Mr. Morris M. Atta, Administrator
State Department of Land and Natural Resources
Land Division
P.O. Box 621
Honolulu, Hawaii 96809

Dear Mr. Atta:

Re: Doris Todd Memorial Christian Day School - Draft Environmental Assessment at TMK: (2) 2-5-005:020, 044, 052 (EA 2007/0001; CPA 2006/0008; DBA 2005/0004; CIZ 2005/0007)

Thank you for your April 5, 2008 "no other comments to offer" letter in response to the Draft Environmental Assessment in support of the State District Boundary, Community Plan Amendment and Change in Zoning applications for the subject project.

If you have any further questions, please contact Raymond Cabebe of our office.

Sincerely,

Christopher L. Hart, ASLA
President
Landscape Architect - Planner

CLH:rc

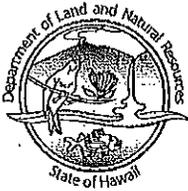
attachment

c: Ms. Carolyn Moore
Ms. Robyn Loudermilk

LINDA LINGLE
GOVERNOR OF HAWAII



LAURA H. THELEN
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

'08 APR -8 AM 11:58

April 5, 2008

DEPT OF PLANNING
250 SOUTH HIGH STREET
WAILUKU, HI 96720

County of Maui
Department of Planning
250 South High Street
Wailuku, Hawaii 96720

Attention: Ms. Robyn Loudermilk

Gentlemen:

Subject: Doris Todd Memorial Christian Day School

Thank you for the opportunity to review and comment on the subject matter. The Department of Land and Natural Resources' (DLNR) 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,

A handwritten signature in cursive script, appearing to read "Morris M. Atta".

Handwritten initials "MMA" in cursive, followed by the printed name "Morris M. Atta" and the title "Administrator".



August 13, 2008

Mr. Orlando Davidson, Executive Officer
State Land Use Commission
235 South Beretania Street, Suite 406
Honolulu, Hawaii 96813

Attention: Mr. Bert Saruwatari

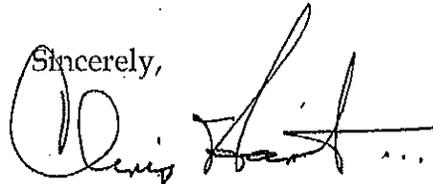
Dear Mr. Davidson:

Re: Doris Todd Memorial Christian Day School - Draft Environmental Assessment at TMK: (2) 2-5-005:020, 044, 052 (EA 2007/0001; CPA 2006/0008; DBA 2005/0004; CIZ 2005/0007)

Thank you for the May 5, 2008 letter from your predecessor in response to the Draft Environmental Assessment in support of the State District Boundary, Community Plan Amendment and Change in Zoning applications for the subject project.

We are aware of the Special Use Permit (SP78-294) issued to the Doris Todd Memorial Christian School on May 30, 1978, which will be referenced in the publication of the Final Environmental Assessment. Thank you for providing a copy of the permit. The school will continue to honor the conditions of the permit until such time that the lease agreement with the landowner, A&B Hawaii, is terminated.

If you have any further questions, please contact Raymond Cabebe of our office.

Sincerely,


Christopher L. Hart, ASLA
President
Landscape Architect - Planner

CLH:rrc
attachment
xc: Ms. Carolyn Moore
Ms. Robyn Loudermilk

LANDSCAPE ARCHITECTURE
CITY AND REGIONAL PLANNING

08-11918

LINDA LINGLE
Governor

JAMES R. AIONA, JR.
Lieutenant Governor

THEODORE E. LIU
Director

MARK K. ANDERSON
Deputy Director



LAND USE COMMISSION
Department of Business, Economic Development & Tourism
State of Hawai'i

RODNEY A. MAILE
Interim Executive Officer

SANDRA M. MATSUSHIMA
Chief Clerk

BERT K. SARUWATARI
Senior Planner

FRED A. TALON
Drafting Technician

May 5, 2008 '08 MAY 12 P1:16

Mr. Jeffrey S. Hunt, Planning Director
Department of Planning, County of Maui
250 South High Street
Wailuku, Hawaii 96793

DEPT OF PLANNING
COUNTY OF MAUI

Dear Mr. Hunt:

Subject: Draft Environmental Assessment (DEA)
Applications for District Boundary Amendment (DBA 2005/0004), Community Plan
Amendment (CPA 2006/0008), and Change in Zoning (2005/0007)
Doris Todd Memorial Christian Day School
Paia, Maui, Hawaii
Tax Map Key: 2-5-05: 20, 44, and 52

We have reviewed the DEA prepared in support of the subject applications and confirm that the project site, as generally represented on the various maps in the DEA, is designated within the State Land Use Agricultural District.

For your information, the Land Use Commission approved a special use permit to allow the expansion of the existing school subject to eight conditions pursuant to the enclosed Decision and Order issued on May 30, 1978. Of the eight conditions imposed, we note that Condition No. 8 provided for the automatic revocation of the special use permit upon the termination of the lease agreement for the site between the Petitioner and Alexander & Baldwin, Inc. While the school continues to lease the site, we understand that it will eventually acquire ownership of the site following its consolidation and resubdivision. Until such time, the special use permit remains valid, and therefore it should be referenced in the DEA together with information on the Petitioner's compliance with the conditions of approval.

We have no further comments to offer at this time. Thank you for the opportunity to comment on the subject DEA.

Should you have any questions, please feel free to call me or Bert Saruwatari of our office at 587-3822.

Sincerely,

RODNEY A. MAILE
Interim Executive Officer

Enclosure

c: Office of Environmental Quality Control (w/o enclosure)

BEFORE THE LAND USE COMMISSION
OF THE STATE OF HAWAII

In the Matter of the Petition)
for Special Permit of Reverend)
Lindsay Howan/Doris Todd)
Memorial School)

SP78-294
REVEREND LINDSAY HOWAN/
DORIS TODD MEMORIAL SCHOOL

This is to certify that this is a true and correct copy of the
Decision and Order on file in the office of the State Land Use
Commission, Honolulu, Hawaii.

5/30/78
Date

By 
Executive Officer

DECISION AND ORDER

BEFORE THE LAND USE COMMISSION
OF THE STATE OF HAWAII

In the Matter of the Petition)
for Special Permit of Reverend) SP78-294
Lindsay Howan/Doris Todd) REVEREND LINDSAY HOWAN/
Memorial School) DORIS TODD MEMORIAL SCHOOL
_____)

The Land Use Commission of the State of Hawaii
having duly considered the entire record in this matter,
makes the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. The Petition for Special Permit was filed by Reverend Lindsay Howan on behalf of the Doris Todd Memorial School, to allow the expansion of the existing school situated on approximately 4.05 acres of land situated within the State Land Use Agricultural District at Paia, Maui, Tax Map Key 2-5-5: portion of parcel 20.
2. The subject property is located along Baldwin Avenue approximately 1,200 linear feet mauka of the Paia Mill.
3. The area of the subject property is triangular in shape and is located within an area of old upper Paia Town known as "Spanish Village" or "Skill Village."
4. Land surrounding the subject property are predominately in sugar cultivation. Single family residences are situated along Baldwin Avenue.
5. The existing school site is approximately 1.02 acres in size. The Petitioner proposes to expand the present site by 3.03 acres, to encompass a total area of approximately 4.05 acres.

6. The school has existed on the present 1.02 acre site for the past 16 years and the current enrollment at the school is approximately 225 students.

7. The Petitioner's expansion plans for the immediate future is for the addition of two (2) additional classroom buildings to accommodate the school's future needs.

8. Water, electricity, and telephone service are available to the subject property from along Baldwin Avenue.

9. The Maui County Department of Public Works notes that one paved parking space per classroom is required.

10. The Maui County Department of Water Supply has stated that they have no fire hydrants in the area of the school and that the existing water supply is from HC & S over which they have no jurisdiction.

CONCLUSIONS OF LAW

1. "Unusual and reasonable" uses other than those which are permitted in an agricultural district may be permitted by special permit pursuant to HRS Chapter 205-6, and State Land Use Commission District Regulation, Part V.

2. The use described in the special permit is not contrary to the objectives sought to be accomplished by the Land Use Laws and Regulations.

3. The desired use will not adversely affect surrounding property.

4. The petitioned use will not unreasonably burden public agencies to provide roads and streets, sewers, water, drainage and school improvements, and police and fire protection.

5. Unusual conditions, trends, and needs have arisen since the district boundaries and regulations were established.

6. The described use in the petition is an unusual and reasonable use pursuant to HRS Chapter 205-6 and State Land Use Commission District Regulation, Part V.

DECISION AND ORDER

IT IS HEREBY ORDERED:

That Special Permit Number 78-294 for the expansion of the existing Doris Todd Memorial School on approximately 4.05 acres of land situated within the State Land Use Agricultural District at Paia, Maui, Tax Map Key 2-5-5: portion of parcel 20 be approved subject to the following conditions:

1. That construction of the currently proposed two classroom buildings shall be initiated within twelve (12) months from the date of the granting of the Special Use Permit.
2. That architectural and landscape architectural plans for the construction of all future master planned buildings shall be submitted for review and approval by the Maui County Planning Department staff prior to issuance of any building permit.
3. That appropriate measures shall be taken during construction to mitigate the short-term impacts of the project relative to soil erosion from wind and water and increased ambient noise levels.
4. That increased storm runoff from the developed site shall be disposed of in accordance with County standards.
5. That paved on-site parking shall be provided in accordance with the Maui County Off-Street Parking Ordinance.
6. That one (1) standard East Bay fire hydrant with one 4½ in. and one 1½ in. connector shall be provided on the existing eight (8) inch water line within a radius of 150 feet of the main administration building.

7. That full compliance with all other Federal, State and County requirements shall be rendered.

8. That this Special Permit will be automatically revoked upon termination of the lease agreement between the petitioner and Alexander & Baldwin, Inc.

DATED: Honolulu, Hawaii, May 25, 1978

C. W. Duke
C. W. DUKE
Vice Chairman and Commissioner

James Carras
JAMES CARRAS, Commissioner

Shinsei Miyasato
SHINSEI MIYASATO, Commissioner

Shinichi Nakagawa
SHINICHI NAKAGAWA, Commissioner

Mitsuo Oura
MITSUO OURA, Commissioner

Carol B. Whitesell
CAROL WHITESELL, Commissioner



August 12, 2008

Mr. Clyde W. Namu'o, Administrator
Office of Hawaiian Affairs
711 Kapiolani Boulevard, Suite 500
Honolulu, Hawaii 96813

Attention: Mr. Grant Arnold

Dear Mr. Namu'o:

Re: Doris Todd Memorial Christian Day School - Draft Environmental Assessment at TMK: (2) 2-5-005:020 (portion), 044, 052 (EA 2007/0001; CPA 2006/0008; DBA 2005/0004; CIZ 2005/0007)

Thank you for your May 30, 2008 letter in response to the Draft Environmental Assessment in support of the State District Boundary, Community Plan Amendment and Change in Zoning applications for the subject project.

We offer the following responses to your comments:

Purpose. As stated in the Draft EA and acknowledged in your letter, the Doris Todd Memorial Christian Day School is a long term lessee of 3.432 acres of land owned by A&B Hawaii, Inc. With permission of the land owner, the school, as lessee, has a right to request the proposed land use entitlements for the land occupied by the school. The requested land use entitlements are solely for the 3.432 acres and not for any other part of the property involved in the proposed subdivision. The proposed subdivision and the school's proposed development plans are described and discussed in the Draft EA as part of the disclosure elements of the document. As stated in Draft EA, the purpose of the subdivision is to allow the school to acquire ownership of the future 3.432 acre parcel. The school site includes Parcel 44, Parcel 52 and a portion (2.412 acres) of Parcel 20. While it is true that ownership of Parcels 44 & 52 could be transferred to the school immediately, the 2.412 acre portion Parcel 20 cannot be transferred without first being subdivided. Consolidation into a single parcel is necessary in order to avoid boundary setback issues. Also, for your information, the deadline for filing final subdivision

LANDSCAPE ARCHITECTURE
CITY AND REGIONAL PLANNING

115 N. MARKET STREET • WAILUKU, MAUI, HAWAII 96793-1706 • PHONE 808-242-1955 • FAX: 808-242-1956

Mr. Clyde W. Namu'o, Administrator
RE: Doris Todd Memorial Christian Day School
August 12, 2008
Page 2

documents was extended by the Maui County Development Services Administration to May 13, 2009.

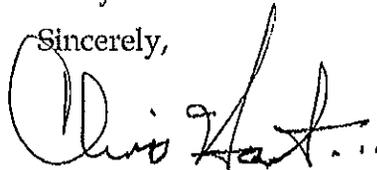
HRS Chapter 343. The trigger for the HRS Chapter 343 Environmental Review is the request for Community Plan Amendment for 2.412 acres from SF Single Family to P Public/Quasi-Public. While it is true that the school does not need to comply with Chapter 343 in order to complete its master plan, the development of the school is discussed within the document in the context of disclosure of future cumulative actions that may have an environmental effect.

Agricultural Designation. On page 12 of the Draft EA, agricultural resources are discussed. It is noted that the 3.432 acre school site is considered urban by the Land Study Bureau, and is thus not given an agricultural rating, suggesting agricultural unsuitability. The Land Study Bureau, of the University of Hawaii, prepared a detailed land classification evaluation for the State's land resources, rating lands in terms of productivity from "A" to "E", with "A" having the highest rating. This urban determination was likely due to the fact that the site was part of a plantation camp for about 100 years.

Archaeology/Culture. It is common practice for archaeologists and culturalists to reference other studies done for nearby properties for regional background information and the likelihood of similar findings. While the State Historic Preservation Division has yet to comment on this Draft EA, it has provided comments on the proposed subdivision (dated February 22, 2006, Appendix "E", Draft EA), stating that "No historic properties will be affected by the proposed subdivision action." A formal cultural assessment will be provided as part of the Final EA and it is expected that it will concur with the "no impact on cultural resources" conclusion.

We hope that our responses are adequate and allay your concerns. If you have any further questions, please contact Raymond Cabebe of our office.

Sincerely,



Christopher L. Hart, ASLA
President
Landscape Architect - Planner

CLH:rrc
attachment
xc: Ms. Carolyn Moore
Ms. Robyn Loudermilk

08-4306

Robyn

PHONE (808) 594-1888

FAX (808) 594-1865



2008 JUN 4 PM 2 25

STATE OF HAWAII
OFFICE OF HAWAIIAN AFFAIRS DEPARTMENT OF PLANNING
711 KAPI'OLANI BOULEVARD, SUITE 600 COUNTY OF MAUI
HONOLULU, HAWAII 96813 RECEIVED

HRD08/3622

May 30, 2008

Robyn Loudermilk, Staff Planner
County of Maui Department of Planning
250 South High Street
Wailuku, Hawai'i 96793

RE: Request for comments on the Dorris Todd Memorial Christian Day School, Draft Environmental Assessment (DEA), Wailuku, Maui, TMKs: 2-5-005:020, 044, and 052.

Aloha e Robyn Loudermilk,

The Office of Hawaiian Affairs (OHA) is in receipt of the above-mentioned letter dated April 1, 2008. OHA has reviewed the project and offers the following comments.

OHA understands that the property is owned by A & B Hawaii, Inc., and not the Dorris Todd Memorial Christian Day School as titled on the DEA. In fact, the Dorris Todd Memorial Christian Day School is renting the land from A & B Hawaii, Inc. Further, after conversations with staff at Chris Hart and Partners, OHA understands that A & B Hawaii, Inc. is in the process of a larger subdivision application that requires applicable land use designations to be settled before it is approved, including that of the land under the Christian Day School. Staff also told OHA that the Dorris Todd Memorial Christian Day School not only could continue its existing uses on the subject property, but also could actually move forward with its own plans as described in this DEA without having to undergo the environmental review process. Therefore, this DEA seems to disguise itself as being for a Christian Day School when rather it centers more on a subdivision application. Otherwise, the Dorris Todd Memorial Christian Day School would have no reason to begin an environmental review process.¹ In fact, it appears that only the property owner, A & B Hawaii, Inc. would benefit from this review should it go forward; the day school is a mere lessee on the subject property.

¹ OHA notes that this land use change is for less than 15 acres and so the applicant would not have to apply with the Land Use Commission for this use.

If this is accurate, OHA notes that it is poor public policy and planning to base land use designations around renters of land and to conduct environmental reviews for projects that are inaccurately described. This DEA creates an unnecessary burden for reviewers of this proposed project because the Dorris Todd Memorial Christian Day School does not need a DEA to complete the third phase of construction as listed on page six of this DEA and, therefore, this DEA should more accurately be entitled with the property owner and its larger proposed project.

OHA realizes that A & B Hawaii, Inc. is pursuing a subdivision application (DSA 2.2892) and OHA suggests that Maui County condition such a permit, if granted, in order to allow the Doris Todd Memorial Christian Day School to acquire ownership of the subject parcel.² This would be one way to mitigate the effect of the dissimilation found in the DEA. OHA also notes that the DEA states on page one that, "This Draft Environmental Assessment (EA) has been prepared in support of State Land Use District Boundary Amendment (DBA), Community Plan Amendment (CPA), and County Change in Zoning (CIZ) applications being filed on behalf of the Doris Todd Memorial Christian Day School."

As such, OHA inquires as to why the property owner (A & B Hawaii, Inc.) does not transfer title of the land to the Doris Todd Memorial Christian Day School now. This would allow the alleged applicant (the Doris Todd Memorial Christian Day School) of this land use re-designation and DEA to achieve their stated goal of building a Library/Media Center, a pavilion, and replacement of the teachers' cottage (DEA, page 5) all of which are not the actual subjects of this environmental review. A & B Hawaii, Inc. states numerous times in this DEA that they intend to transfer the land to the Doris Todd Memorial Christian Day School so this would not be a departure from the property owner's stated intent. Therefore, OHA again points out that this DEA should concern itself with A & B Hawaii, Inc. and their actual intended use of this re-classification of land and not the Doris Todd Memorial Christian Day School and their future plans which do not trigger the environmental review process.

In 1961, the Committee on Lands and Natural Resources remarked that its goal in creating the State Land Use Commission was primarily to "protect productive agricultural lands...through state zoning."³ The high value assigned to agriculture lands was emphasized again by the 1976 legislature when they assigned Class A and B agricultural lands "additional protection...[against county approval of] agricultural subdivisions."⁴

Further, and as mentioned in Hawaii Revised Statutes section 205-41, even our state constitution emphasizes that, "The State shall conserve and protect agricultural lands, promote

² OHA also recognizes that subdivision approval was preliminarily granted to A and B Hawaii, Inc. in 2005; however, this approval was once extended in 2007 and has now since expired. (DEA, page 1)

³ S. Stand. Comm. Rep. 850, 1st Leg., Gen. Sess. (1961), reprinted in 1961 Haw. Sen. J. 883, 883. From *Avoiding the Next Hokuli'a*, Adrienne Suarez, 27 UH L. Rev. 441.

⁴ S. Conf. Comm. Rep. 2-76, 8th Leg., Reg. Sess. (1976), reprinted in 1976 Haw. Sen. J. 836, 836. From *Avoiding the Next Hokuli'a*, Adrienne Suarez, 27 UH L. Rev. 441.

Robyn Loudermilk
May 30, 2008
Page 3

diversified agriculture, increase agricultural self-sufficiency and assure the availability of agriculturally suitable lands.”

OHA notes that the majority of the land around this subject parcel is zoned agricultural. (DEA, page 8) As such, OHA points out that upper Pa'ia has been an agribusiness community for over a century and that from a regional planning perspective, land uses should occur within areas that offer compatible land uses. (Ibid.) Therefore, existing uses and zoning should remain.

On April 26, 2000, the Governor approved House Bill No. 2895 H.D.1 as Act 50 which amended Chapter 343 Hawaii Revised Statutes to require a cultural impact assessment to be included in the preparation of an Environmental Impact Statement/Environmental Assessment. The DEA states on page 13 that, “no formal archaeological or cultural assessment has been conducted on the site.” Rather, the applicant relies on a years old cultural assessments and an archaeological assessment for totally separate projects on neighboring properties. This is unacceptable.

Thank you for the opportunity to comment. If you have further questions, please contact Grant Arnold (808) 594-0263 or e-mail him at granta@oha.org.

‘O wau iho nō me ka ‘oia‘i‘o,



Clyde W. Nāmu'ō
Administrator

- C: OHA Maui CRC Office
- C: Office of Environmental Quality Control
235 South Beretania St., Suite 702
Honolulu, Hawai'i 96813
- C: Land Use Commission
Department of Business, Economic Development & Tourism
P.O. Box 2359
Honolulu, Hawaii 96804-2359

CHARMAINE TAVARES
Mayor

MILTON M. ARAKAWA, A.I.C.P.
Director

MICHAEL M. MIYAMOTO
Deputy Director

Telephone: (808) 270-7845
Fax: (808) 270-7955



RALPH NAGAMINE, L.S., P.E.
Development Services Administration

CARY YAMASHITA, P.E.
Engineering Division

BRIAN HASHIRO, P.E.
Highways Division

COUNTY OF MAUI
DEPARTMENT OF PUBLIC WORKS
200 SOUTH HIGH STREET, ROOM NO. 434
WAILUKU, MAUI, HAWAII 96793

RECEIVED

SEP 15 2008

September 10, 2008

CHRIS HART & PARTNERS, INC.
Landscape Architecture and Planning
C.C. Raymond

08/008

Mr. Christopher L. Hart, ASLA
CHRIS HART & PARTNERS, INC.
115 North Market Street
Wailuku, Maui, Hawaii 96793-1706

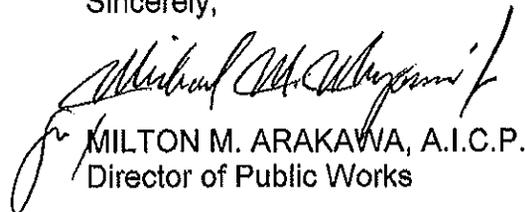
Dear Mr. Hart:

SUBJECT: DRAFT ENVIRONMENTAL ASSESSMENT, STATE
DISTRICT BOUNDARY AMENDMENT, COMMUNITY PLAN
AMENDMENT AND CHANGE IN ZONING FOR DORIS
TODD MEMORIAL CHRISTIAN DAY SCHOOL; TMK (2)
2-5-005:020, 044,052
PERMIT: EA 2007/0001; CPA 2006/0008; DBA 2005/0004;
CIZ 2005/0007

We reviewed your responses to the comment letter dated April 17, 2008 and have no comments.

Please call Michael Miyamoto at 270-7845 if you have any questions regarding this letter.

Sincerely,


MILTON M. ARAKAWA, A.I.C.P.
Director of Public Works

MMA:MMM:ls

xc: Highways Division
Engineering Division

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August 12, 2008

Mr. Milton M. Arakawa, Director
Department of Public Works
200 South High, Street Room No. 434
Wailuku, Hawaii 96793

Dear Mr. Arakawa:

Re: Doris Todd Memorial Christian Day School - Draft Environmental Assessment at TMK: (2) 2-5-005:020, 044, 052 (EA 2007/0001; CPA 2006/0008; DBA 2005/0004; CIZ 2005/0007)

Thank you for your April 17, 2008 memorandum (See: Attachment No. 1) in response to the Draft Environmental Assessment (EA) in support of the State District Boundary Amendment, Community Plan Amendment and Change in Zoning applications for the subject project. We offer the following responses to your comments as enumerated in your memorandum:

1. As noted on page 9 of the Draft EA, the project site is situated with Flood Zone C (minimal flooding) according to the FEMA Flood Insurance Rate Map No. 150003-0195C. Item No. 5.b in a letter from Development Services Administration to A&B Properties, Inc., dated June 21, 2005, confirms the flood zone designation (See: Attachment No. 2).
2. According to a letter, regarding the proposed subdivision (Subdivision File No. 2.2892) dated June 9, 2005, from the Department of Public Works, Engineering Division, Baldwin Avenue is "currently at the proposed ultimate widths" (50 feet) and "no additional roadway widening lots will be required" (See: Attachment No. 3).
3. As noted above, road-widening is not a requirement of subdivision approval, therefore, related requirements are not applicable.
4. A Drainage and Erosion Control Report, prepared by Carl Takumi, P.E., is contained in the Draft EA as Appendix "G". The report notes that existing storm runoff flows into the Haiku Ditch which runs along the north boundary of the school site. Onsite retention basins will retain all stormwater generated by the planned new buildings and, in addition, will retain 65% of the existing flow.

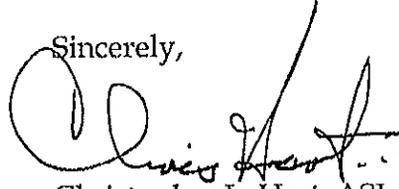
LANDSCAPE ARCHITECTURE
CITY AND REGIONAL PLANNING

5. A final drainage report, which will include a BMP plan, calculations, and the runoff disposal scheme will be provided with future grading permit applications. The report will comply with the "Rules and Design of Storm Drainage Facilities in the County of Maui".
6. Existing features are shown in Figure No. 9, "Long Range Site Plan" and will also be provided with the subdivision application submittals.
7. A sight distance report will be provided as part of the subdivision application process.
8. As noted above, sight distance concerns will be addressed during the subdivision application process.
9. As previously noted, the project site is situated with Flood Zone C (minimal flooding) according to the FEMA Flood Insurance Rate Map No. 150003-0195C (See: Draft EA, page 9 & Figure No. 5).
10. A Draft Traffic Assessment Report was prepared for the project and is contained in the Draft EA as Appendix "H". The proposed subdivision is, in essence, a consolidation of three (3) lots and resubdivision into two (2) lots. The uses on both future lots will remain the same, generating no additional traffic. A memorandum from the Maui Police Department, dated April 7, 2008 (see attached), acknowledges that "there should not be any significant impacts upon vehicular and pedestrian movement in the area during the cited peak times" The memorandum concludes that the department has no objection to the project and its only concern is for health and safety impacts during periods of construction. As such, the Traffic Assessment Report can be finalized with no additional information and no mitigation measures recommended.
11. No infrastructure is anticipated to be dedicated to the County at this time, therefore, review by DCAB and compliance with the ADA Accessibility Guidelines are not applicable.
12. The applicant acknowledges that it is responsible for all improvements required by Hawaii Revised Statutes, Maui County Code and rules and regulations.
13. Although no road or bridge construction is anticipated, any future construction plans shall conform with all required governmental standards.
14. Should any work impacting traffic and roadways be conducted, traffic control plans/devices shall conform to the Manual on Uniform Traffic Control Devices for Streets and Highways, 2003.
15. Neither the Maui Police Department memorandum nor the Traffic Assessment Report recommends a crosswalk.

Mr. Milton M. Arakawa, Director
RE: Doris Todd Memorial Christian Day School
August 12, 2008
Page 3

If you have any further questions, please contact Raymond Cabebe of our office.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Hart". The signature is fluid and cursive, with a large initial "C" and a long, sweeping underline.

Christopher L. Hart, ASLA
President
Landscape Architect - Planner

CLH:rrc

attachment

c: Ms. Carolyn Moore
Ms. Robyn Loudermilk

Attachment No. 1

CHARMAINE TAVARES
Mayor

MILTON M. ARAKAWA, A.I.C.P.
Director

MICHAEL M. MIYAMOTO
Deputy Director

Telephone: (808) 270-7846
Fax: (808) 270-7956



RALPH NAGAMINE, L.S., P.E.
Development Services Administration

CARY YAMASHITA, P.E.
Engineering Division

BRIAN HASHIRO, P.E.
Highways Division

COUNTY OF MAUI
DEPARTMENT OF PUBLIC WORKS
200 SOUTH HIGH STREET, ROOM NO. 434

08 APR 24 10:32 WAILUKU, MAUI, HAWAII 96793

DEPT OF PUBLIC WORKS April 17, 2008

MEMO TO: JEFFREY S. HUNT, A.I.C.P., PLANNING DIRECTOR

FROM: *JM* MILTON M. ARAKAWA, A.I.C.P., DIRECTOR OF PUBLIC WORKS

SUBJECT: APPLICATION FOR DRAFT ENVIRONMENTAL ASSESSMENT,
DISTRICT BOUNDARY AMENDMENT, COMMUNITY PLAN
AMENDMENT AND CHANGE IN ZONING FOR DORIS TODD
MEMORIAL CHRISTIAN DAY SCHOOL
TMK: (2)2-5-005:020, 044 AND 052
EA 2007/0001, CPA 2006/0008, DBA 2005/0004 AND CIZ 2005/0007

We reviewed the subject application and have the following comments

1. The architect and owner are advised that the project is subject to possible flood inundation. As such, said project must conform to Ordinance No. 1145, pertaining to flood hazard districts.
2. Based on the ultimate State Land Use designation of urban, a road-widening lot shall be provided for the adjoining half of Baldwin Avenue to provide for future 60 foot wide right of way and improved to County standards to include, but not be limited to pavement widening, construction of curb, gutter and sidewalk, street lights and relocation of utilities underground. Said lot shall be dedicated to the County upon completion of the improvements.
3. All structures such as walls, trees, etc., shall be removed or relocated from the road-widening strip. The rear boundaries of the road-widening strip shall be clearly marked to determine if said structures have been properly removed and relocated.
4. A verification shall be provided by a Registered Civil Engineer that the grading and runoff water generated by the project will not have an adverse effect on the adjacent and downstream properties.

5. A detailed and final drainage report and a Best Management Practices (BMP) Plan shall be submitted with the grading plans for review and approval prior to issuance of grading permits. The drainage report shall include hydrologic and hydraulic calculations and the schemes for disposal of runoff waters. It must comply with the provisions of the "Rules and Design of Storm Drainage Facilities in the County of Maui" and must provide verification that the grading and runoff water generated by the project will not have an adverse effect on adjacent and downstream properties. The BMP plan shall show the location and details of structural and non-structural measures to control erosion and sedimentation to the maximum extent practicable.
6. All existing features such as structures, driveways, drainage ways, edge of pavement, etc. shall be shown on the project plat plan.
7. A site plan and a sight distance report to determine required sight distance and available sight distance at existing and proposed street intersections shall be provided for our review and approval.
8. Sight distance setbacks and easements will not be allowed for all roadways public or private. Road right of way must accommodate sight distance allowances.
9. The 100-year flood inundation limits shall be shown on the project site plans. Lot geometrics cannot be approved until such data is submitted and reviewed.
10. A detailed final Traffic Impact Assessment Report for the entire subdivision/development shall be submitted for our review and approval. The report shall also address regional traffic impacts and include assessments from the local community police officer.
11. For all infrastructure that may be dedicated to the County, preliminary construction plan submittal shall include a completed technical assistance review performed by the Disability and Communication Access Board (DCAB) for compliance with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) for all facilities. All technical and structural infeasible assessments shall be the responsibility of the developer and an agreement waiving the County of Maui of any future liability, including redesign and reconstruction for said facility, shall be recorded with the State Bureau of Conveyances.

Memo to Jeffrey S. Hunt, A.I.C.P., Planning Director
April 17, 2008
Page 3

12. The applicant shall be responsible for all required improvements as required by Hawaii Revised Statutes, Maui County Code and rules and regulations.
13. Construction plans shall be designed in conformance with Hawaii Standard Specifications for Road and Bridge Construction dated 2005 and Standard Details for Public Works Construction, 1984, as amended.
14. Worksite traffic-control plans/devices shall conform to Manual on Uniform Traffic Control Devices for Streets and Highways, 2003.
15. On Baldwin Avenue, should a raised crosswalk with flashing lights be warranted, the applicant should be responsible for installation.

If you have any questions regarding this memorandum, please call Michael Miyamoto at 270-7845.

MMA:MMM:ls

xc: Highways Division
Engineering Division

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Attachment No. 2

ALAN M. ARAKAWA
Mayor

MILTON M. ARAKAWA, A.I.C.P.
Director

MICHAEL M. MIYAMOTO
Deputy Director



RALPH M. NAGAMINE, L.S., P.E.
Development Services Administration

TRACY TAKAMINE, P.E.
Wastewater Reclamation Division

CARY YAMASHITA, P.E.
Engineering Division

BRIAN HASHIRO, P.E.
Highways Division

Solid Waste Division

COUNTY OF MAUI
DEPARTMENT OF PUBLIC WORKS
AND ENVIRONMENTAL MANAGEMENT
DEVELOPMENT SERVICES ADMINISTRATION
250 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793

June 21, 2005

Mr. Hideo Kawahara, Manager
A&B PROPERTIES, INC.
P.O. Box 156
Kahului, Hawaii 96733-6656

SUBJECT: PAIA STORE VILLAGE SUBDIVISION
TMK: (2) 2-5-005:POR. OF 020, 044, & 052
SUBDIVISION FILE NO. 2.2892

Dear Mr. Kawahara:

Condition no. 5 of our May 13, 2005 preliminary approval letter has been revised with the following:

5. Requirements/comments from the Department of Planning:
 - a. The interim zoned portion of the subject parcel does not conform to the community plan designation of public/quasi-public. A change in zoning or community plan amendment is required if none of the exclusions of the Maui County Code, Section 18.04.030, applies.
 - b. The project is located within Flood Zone C. A flood development permit will be required if any work is done within any existing drainageway. Provide contours and designate the 100 year flood inundation limits of any existing drainageway.
 - c. Agricultural uses and activities as defined in HRS Sections 205-2(d) and 205-4.5 (a) on lands classified as agricultural shall not be restricted by any private agreement contained in any deed, lease, agreement of sale, or other conveyance of land recorded in the Bureau of Conveyances. Proposed copies of any of the above documents shall be submitted for review. Indicate in writing if there are none proposed. In addition, provide a copy of the current deed and restrictive covenants for our files.

Mr. Hideo Kawahara, Manager

**SUBJECT: PAIA STORE VILLAGE SUBDIVISION
SUBDIVISION FILE NO. 2.2892**

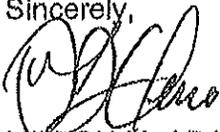
June 21, 2005

Page 2 of 2

- d. The owner and assigns shall be informed that all uses within the subject subdivision shall be consistent with the permitted principal and accessory uses within the agricultural district. Submit an original and two copies of an executed and notarized Agricultural Use Agreement (enclosed) for processing along with a recorded copy of the deed of the subject property.
- e. In an effort to encourage oral history and cultural identity, the Department encourages applicants to provide information regarding any cultural resources located within or adjacent to the project area and consult with individuals knowledgeable about such cultural resources. Provide a brief description of any proposed actions to mitigate potential adverse impacts on cultural resources including site avoidance, adequate buffer areas, and interpretation.

If you have any questions regarding this letter, please call Mr. Francis Cerizo at 270-7253.

Sincerely,



for MILTON M. ARAKAWA, A.I.C.P.
Director of Public Works
and Environmental Management

Enclosure

gau/eri

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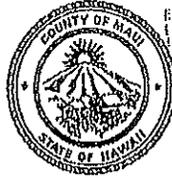
Attachment No. 3

ALAN M. ARAKAWA
Mayor

MILTON M. ARAKAWA, A.I.C.P.
Director

MICHAEL M. MIYAMOTO
Deputy Director

Telephone: (808) 270-7746
Fax: (808) 270-7975



COUNTY OF MAUI
DEPARTMENT OF PUBLIC WORKS
AND ENVIRONMENTAL MANAGEMENT
ENGINEERING DIVISION
200 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793

June 9, 2005

RALPH NAGAMINE, L.S., P.E.
Development Services Administration

TRACY TAKAMINE, P.E.
Wastewater Reclamation Division

CARY YAMASHITA, P.E.
Engineering Division

BRIAN HASHIRO, P.E.
Highways Division

Solid Waste Division

RECEIVED

JUN 15 2005

A&B PROPERTIES-MAUI

Mr. Hideo Kawahara
A&B PROPERTIES, INC.
33 Lono Avenue, Suite 400
Kahului, HI 96732

SUBJECT: PAIA SKILL VILLAGE SUBDIVISION
TMK: (2) 2-5-005: PORTION OF 020, 044, 052
SUBDIVISION FILE NO. 2.2892

Dear Mr. Kawahara:

This letter is in response to your letter dated June 1, 2005, requesting confirmation on the Right-of-Way (ROW) requirements for the subject subdivision. The roadways in question, Baldwin Avenue (rural major collector) and Holomua Road (rural minor road) requires ultimate widths of 50-feet and 40-feet respectively. Based on the information provided in your letter, the ROW's for both Baldwin Avenue and Holomua Road fronting the project area are currently at the proposed ultimate widths therefore, no additional roadway widening lots will be required.

Please contact Nolly Yagin of our division at 270-7745 with any questions you may have.

Sincerely,

Handwritten signature of Cary Yamashita in black ink.

CARY YAMASHITA
Engineering Division Chief

CY:NY:c(ED05-600)

SI:NOTENOT FOR AOB Response Letter\Mr-ABP-PalaSkill\III-060905.wpd

xc: Engineering Division, Traffic Section
Development Services Administration, Subdivisions



August 12, 2008

Ms. Cheryl K. Okuma, Director
Department of Environmental Management
2200 Main Street, Suite 175
Wailuku, HI 96793

Dear Ms. Okuma:

Re: Doris Todd Memorial Christian Day School - Draft Environmental Assessment at TMK: (2) 2-5-005:020, 044, 052 (EA 2007/0001; CPA 2006/0008; DBA 2005/0004; CIZ 2005/0007)

Thank you for your April 14, 2008 memorandum in response to the Draft Environmental Assessment in support of the State District Boundary, Community Plan Amendment and Change in Zoning applications for the subject project. Please be advised that the Doris Todd Memorial Christian Day School has applied for and received building permits for all of its new classroom buildings (B20010351, B20051520, & B20051521). The school has complied with all of your department's requirements, including the payment of assessment fees, in connection with these building permits. The school will comply with any requirements for future building permits.

We offer the following responses to your comments as enumerated in your memorandum:

1. Solid Waste. A construction waste disposal/recycle plan will be provided with the future applications for building permits.
2. Wastewater.
 - a. The applicant acknowledges that wastewater system capacity cannot be ensured until the issuance of a building permit.
 - b. Wastewater contribution calculations will be provided upon future applications for building permit.
 - c. The applicant will pay the appropriate assessment fees for treatment plant expansion in accordance with the applicable County ordinance.

LANDSCAPE ARCHITECTURE
CITY AND REGIONAL PLANNING

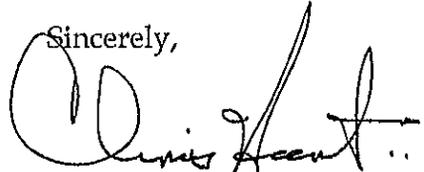
115 N. MARKET STREET • WAILUKU, MAUI, HAWAII 96793-1706 • PHONE 808-242-1955 • FAX: 808-242-1956

Mr. Cheryl K. Okuma, Director
RE: Doris Todd Memorial Christian Day School
August 12, 2008
Page 2

- d. To date, there has not been any requirement for off-site wastewater collection improvements in connection with the development of the school.
- e. A 6" lateral has been installed to service the school site.
- f. There is no cafeteria facility onsite. As such, there is no commercial kitchen and pre-treatment of wastewater is not necessary.
- g. Non-contact cooling water and condensate will not be directed to the wastewater system.

If you have any further questions, please contact Raymond Cabebe of our office.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Hart". The signature is stylized with a large initial "C" and a long horizontal stroke at the end.

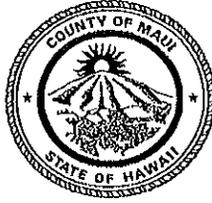
Christopher L. Hart, ASLA
President
Landscape Architect - Planner

CLH:rrc

attachment

c: Ms. Carolyn Moore
Ms. Robyn Loudermilk

CHARMAINE TAVARES
Mayor
CHERYL K. OKUMA, Esq.
Director
GREGG KRESGE
Deputy Director



TRACY TAKAMINE, P.E.
Solid Waste Division
2008 APR 14 10:22:21
DAVID TAYLOR, P.E.
Wastewater Reclamation
Division
DEPARTMENT OF PLANNING
COUNTY OF MAUI
RECEIVED

COUNTY OF MAUI
DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT
2200 MAIN STREET, SUITE 175
WAILUKU, MAUI, HAWAII 96793

April 14, 2008

MEMO TO: JEFF HUNT, PLANNING DIRECTOR *Cheryl K. Okuma*
FROM: CHERYL K. OKUMA, ESQ., DIRECTOR OF ENVIRONMENTAL
MANAGEMENT
SUBJECT: DORIS TODD MEMORIAL CHRISTIAN DAY SCHOOL
EA 2007/0001, CPA 2006/0008, DBA 2005/0004, AND CIZ 2005/0007
TMK (2) 2-5-005:020, 044, and 052, PAIA

Digitally signed by Cheryl K.
Okuma
Date: 2008.04.14 10:22:21
-10'00'

We reviewed the subject application and have the following comments:

1. Solid Waste Division comments
 - a. Include a plan for construction waste disposal, recycling, reuse.
2. Wastewater Reclamation Division comments:
 - a. Although wastewater system capacity is currently available as of 4/7/08, the developer should be informed that wastewater system capacity cannot be ensured until the issuance of the building permit.
 - b. Wastewater contribution calculations are required before building permit is issued.
 - c. Developer shall pay assessment fees for treatment plant expansion costs in accordance with ordinance setting forth such fees.
 - d. Developer is required to fund any necessary off-site improvements to collection system and wastewater pump stations.
 - e. Plans should show the installation of a single service lateral and advanced riser for each lot, TMK 2-2-005:020, 044, and 052. If these lots are consolidated, then only 1 lateral is necessary
 - f. Kitchen facilities within the proposed project shall comply with pre-treatment requirements (including grease interceptors, sample boxes, screens etc.)

- g. Non-contact cooling water and condensate should not drain to the wastewater system.

If you have any questions regarding this memorandum, please contact Gregg Kresge at 270-8230.



August 20, 2008

Mr. Jeffrey K. Eng, Director
Department of Water Supply
200 South High Street
Wailuku, HI 96793

Dear Mr. Eng:

Re: Doris Todd Memorial Christian Day School - Draft Environmental Assessment at TMK: (2) 2-5-005:020, 044, 052 (EA 2007/0001; CPA 2006/0008; DBA 2005/0004; CIZ 2005/0007)

Thank you for your May 20, 2008 letter in response to the Draft Environmental Assessment in support of the State District Boundary, Community Plan Amendment and Change in Zoning applications for the subject project. We offer the following responses to your comments in your letter:

Source Availability and Consumption. The applicant acknowledges that the project is served by the Central Maui System. Please note that the existing water meters meet the calculated domestic flow for the full build-out of the Long Range Plan (See: Appendix "F", "Water Flow Calculations"). It is our understanding that once the required water meters are issued, the projected demand of the project is also allocated. Also, please note that the Department of Water Supply has reviewed and approved the building permits for the new classroom buildings built within the last 7 years.

System Infrastructure. All water system improvements have been designed and installed to comply with system standards as required by the Department of Water Supply.

Conservation. Conservation measures as recommended in your letter have been and will be implemented where practicable.

Use Non-potable Water: Brackish and reclaimed water is not available onsite for landscape irrigation, however offsite sources for dust control purposes during construction can be utilized.

Use Climate-adapted Plants: The applicant does not have a detailed landscape planting plan, however native climate-adapted plants will be considered for planting.

LANDSCAPE ARCHITECTURE
CITY AND REGIONAL PLANNING

Mr. Jeffrey K. Eng, Director
RE: Doris Todd Memorial Christian Day School
August 20, 2008
Page 2

Eliminate Single-Pass Cooling: The new school buildings utilize high R-rated insulation and natural breezes for cooling. Some of the older buildings utilize room air conditioners. Since there is no onsite cafeteria, there are no commercial refrigerators or freezers.

Utilize Low-Flow Fixtures and Devices: All fixtures within the new buildings are or will be low-flow devices. As older fixtures fail, low-flow replacements will be installed.

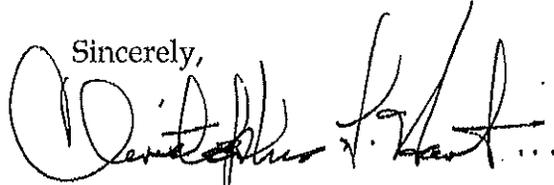
Maintain Fixtures to Prevent Leaks: A program to regularly maintain and repair fixtures is already in place.

Prevent Over-Watering By Automated Systems: The existing automated irrigation system is adjusted seasonally for differences in precipitation. The irrigation system also has rain sensors to prevent overwatering.

Pollution Prevention. The Best Management Practices (BMPs) to minimize infiltration and runoff from future construction as listed in your letter will be implemented.

If you have any further questions, please contact Raymond Cabebe of our office.

Sincerely,



Christopher L. Hart, ASLA
President
Landscape Architect - Planner

CLH:rrc

attachment

c: Ms. Carolyn Moore
Ms. Robyn Loudermilk
Mr. Hideo Kawahara

CHARMAINE TAVARES
Mayor



JEFFREY K. ENG
Director

ERIC H. YAMASHIGE, P.E., L.S.
Deputy Director

DEPARTMENT OF WATER SUPPLY
COUNTY OF MAUI
200 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793-2155
www.maulwater.org

May 20, 2008

Ms. Robyn L. Loudermilk, Staff Planner
Department of Planning
County of Maui
250 South High Street
Wailuku HI 96793

DEPT OF PLANNING
COUNTY OF MAUI
08 MAY 27 AM 1:25

Re: I.D.: EA 2007/0001, CPA 2006/0008, DBA 2005/0004, and CIZ 2005/0007
TMK: (2) 2-5-005:020, 044, and 052
Project Name: Doris Todd Memorial Christian Day School

Dear Ms. Loudermilk:

Thank you for the opportunity to comment on these applications.

Source Availability and Consumption

The project area is served by the Central Maui System. The main sources of water for the Central system are the designated Iao aquifer, Waihee aquifer, the Iao tunnel and the Iao-Waikapu Ditch. New source development projects include Maui Lani Wells, Waikapu South Well and Waiale Surface Water Treatment Plant. This property is served by three DWS meters: two 3/4" and one 1". Current empirical use for this school is approximately 3,597 gpd. Depending on intensity of use, we anticipate demand between 5,800 and 13,500 gpd. Based on applicant's use, demand would probably fall at the lower end. There is currently no additional source available according to system standards on the Central Maui System. The applicant should be made aware that the Department may delay issuance of additional or larger meters, if needed, until new sources are on line. The Department will not issue temporary construction meters for Central Maui projects.

System Infrastructure

There are two waterlines running parallel along the southwest side of the property: one is an 8" adjacent to the property, and one is a 6" across Baldwin Avenue. A 12" waterline runs from the Paia-Kuau Skill Village tank to a DWS hydrant. This DWS hydrant is in close proximity to the lot and there is one private hydrant on the property. The applicant will be required to provide for water service and fire protection in accordance with system standards. Fire flow and domestic calculations will be required in the building permit process. An approved backflow preventer will be required if not already installed on site.

Conservation

In order to alleviate demand on the Central Maui system, we recommend implementation of the following conservation measures:

"By Water All Things Find Life"

The Department of Water Supply is an Equal Opportunity provider and employer. To file a complaint of discrimination, write: USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington DC 20250-9410. Or call (202) 720-5964 (voice and TDD)



Use Non-potable Water: Use brackish or reclaimed water for landscaping and other non-potable purposes when available. Reclaimed water or brackish water should be used for dust control and landscaping during construction.

Use Climate-adapted Plants: Outdoor irrigation has a significant impact on demand in the Central area. We recommend limiting turf areas and using native climate-adapted plants for all landscaping. The project is located in Plant Zone 4. Native plants adapted to the area conserve water and protect the watershed from degradation due to invasive alien species.

Eliminate Single-Pass Cooling: Single-pass, water-cooled systems should be eliminated per Maui County Code Subsection 14.21.20. Although prohibited by code, single-pass water cooling is still manufactured into some models of air conditioners, freezers, and commercial refrigerators.

Utilize Low-Flow Fixtures and Devices: Maui County Code Subsection 16.20A.680 requires the use of low-flow water fixtures and devices in faucets, showerheads, urinals, water closets and hose bibs. Water conserving washing machines, ice-makers and other units are also available.

Maintain Fixtures to Prevent Leaks: A simple, regular program of repair and maintenance can prevent the loss of hundreds or even thousands of gallons a day. The applicant should establish a regular maintenance program.

Prevent Over-Watering By Automated Systems: Provide rain-sensors on all automated irrigation controllers. Check and reset controllers at least once a month to reflect the monthly changes in evapo-transpiration rates at the site. As an alternative, provide the more automated, soil-moisture sensors on controllers.

Pollution Prevention

In order to protect ground and surface water sources, Best Management Practices (BMPs) designed to minimize infiltration and runoff from construction should be implemented during construction. The mitigation measures below should be required as a condition for approval of the applications:

1. Prevent cement products, oil, fuel and other toxic substances from falling or leaching into the water.
2. Properly and promptly dispose of all loosened and excavated soil and debris material from drainage structure work.
3. Retain ground cover until the last possible date.
4. Stabilize denuded areas by sodding or planting as soon as possible. Replanting should include soil amendments, fertilizers and temporary irrigation. Use high seeding rates to ensure rapid stand establishment.
5. Avoid fertilizers and biocides, or apply only during periods of low rainfall to minimize chemical run-off.
6. Keep run-off on site.

Should you have any questions, please contact our Water Resources and Planning Division at 244-8550.

Sincerely,



Jeffrey K. Eng, Director
mlb

cc: engineering division
applicant

Attachments: A Checklist of Water Conservation Ideas for Schools and Public Buildings
Plant Brochure: "Saving Water in the Yard"



August 12, 2008

Chief Thomas M. Phillips
Maui Police Department
55 Mahalani Street
Wailuku, HI 96793

Attention: Sgt. Stephen T. Orikasa

Dear Chief Phillips:

Re: Doris Todd Memorial Christian Day School - Draft Environmental Assessment at TMK: (2) 2-5-005:020, 044, 052 (EA 2007/0001; CPA 2006/0008; DBA 2005/0004; CIZ 2005/0007)

Thank you for your April 7, 2008 "no objections" memorandum in response to the Draft Environmental Assessment in support of the State District Boundary, Community Plan Amendment and Change in Zoning applications for the subject project.

We offer the following responses to your comments:

- Roadways and Traffic. We acknowledge your comment that "there should not be any significant impacts upon vehicular and pedestrian movement in the area during the cited peak times ..." since the school is not intending to increase enrollment.
- The applicant acknowledges the concern regarding health and safety during the construction periods. Care will be taken that traffic on Baldwin Avenue is not impeded during construction and all construction vehicles will be limited to parking onsite. The developer will limit construction activities to normal daylight hours, and adhere to the State Department of Health's noise regulations for construction equipment.

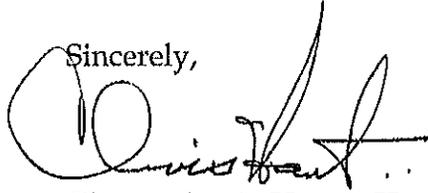
LANDSCAPE ARCHITECTURE
CITY AND REGIONAL PLANNING

115 N. MARKET STREET • WAILUKU, MAUI, HAWAII 96793-1706 • PHONE 808-242-1955 • FAX: 808-242-1956

Chief Thomas M. Phillips
RE: Doris Todd Memorial Christian Day School
August 12, 2008
Page 2

If you have any further questions or concerns, please contact Raymond
Cabebe of our office.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Hart", written over the word "Sincerely,".

Christopher L. Hart, ASLA
President
Landscape Architect - Planner

CLH:rrc

attachment

c: Ms. Carolyn Moore
Ms. Robyn Loudermilk



POLICE DEPARTMENT
COUNTY OF MAUI

CHARMAINE TAVARES
 MAYOR

55 MAHALANI STREET
 WAILUKU, HAWAII 96793
 (808) 244-6400
 FAX (808) 244-6411

THOMAS M. PHILLIPS
 CHIEF OF POLICE

OUR REFERENCE
 YOUR REFERENCE

GARY A. YABUTA
 DEPUTY CHIEF OF POLICE

April 7, 2008

'08 APR -9 110:03

DEPT OF PLANNING
 675 WAILUKU RD
 WAILUKU, HI 96793

MEMORANDUM

TO : JEFFREY S. HUNT, PLANNING DIRECTOR

FROM : THOMAS M. PHILLIPS, CHIEF OF POLICE

SUBJECT : I.D. : EA 2007/0001, CPA 2006/0008, DBA
 2005/0004, and CIZ 2005/0007
 TMK : (2) 2-5-005:020, 044, and 052
 Project
 Name : Doris Todd Memorial Christian Day School
 Applicant : Doris Todd Memorial Christian Day School

No recommendation or comment to offer.

Refer to enclosed comments and/or recommendations.

Thank you for giving us the opportunity to comment on this project.

AC Wayne T. Ribao
 Assistant Chief Wayne T. Ribao
 For: THOMAS M. PHILLIPS
 Chief of Police

Enclosure

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 COMMENTS AND
RECOMMENDATIONS REGARDING THE DORIS TODD
MEMORIAL CHRISTIAN DAY SCHOOL

CONCUR WITH
SGT. ORIKASA.

AC W. Phillips
04/04/08

This communication is submitted as a response to a request for comments and recommendations by County of Maui, Department of Planning, Staff Planner Robyn L. Loudermilk regarding the below subject;

PROJECT NAME : DORIS TODD MEMORIAL CHRISTIAN DAY SCHOOL
APPLICANT : Doris Todd Memorial Christian Day School
SUBJECT I.D. : EA 2007/001, CPA 2006/0008, DBA 2005/0004 and
CIZ 2005/0007
TMK : (2) 2-5-005:020, 044 and 052

RESPONSE:

In review of the Draft HRS Chapter 343 Environmental Assessment, prepared in support of, Applications for land Use Commission District Boundary Amendment, Community Plan Amendment and Change in Zoning for the Doris Todd Memorial Christian Day School, under Section III-Description of the Existing Environment, Potential Impacts and Mitigation Measures, D-Infrastructure, 4-Roadways and Traffic, it cites "the proposed action is not intended to increase enrollment". If this is the case there should not be any significant impacts upon vehicular and pedestrian movement in the area during the cited peak times of, Monday – Friday between 7:15 am and 8:15 am, and between 2:00 pm and 3:00 pm.

The focus, from the police perspective, would then need to be upon the construction phases of this project. There are residences in close proximity to this project and during the construction phases, extreme efforts should be made to minimize noise, dust & debris so not to inhibit those whose health and well being may be affected. Adequate traffic control devices and personnel should also be utilized to minimize the impact of heavy equipment and vehicles traveling in and out of the area.

CONCLUSION:

There are no objections to the applications and project at this time. Although, it is of utmost importance to be cognizant of any health and safety impacts, directly and indirectly, which may arise from this project.

Respectfully submitted for your review and approval.


Stephen T. Orikasa E#716
Administrative Sergeant/Wailuku Patrol Division
04/04/08 @ 0830 Hours

Notes:

QPRV. P. A. 7/11
04/04/08 @ 1245 hrs



October 2, 2008

Mr. Jeffrey S. Hunt, Director
Department of Planning
250 South High Street
Wailuku, HI 96793

Attention: Ms. Robyn Loudermilk

Dear Mr. Hunt:

Re: Doris Todd Memorial Christian Day School - Draft Environmental Assessment at TMK: (2) 2-5-005:020, 044, 052 (EA 2007/0001; CPA 2006/0008; DBA 2005/0004; CIZ 2005/0007)

Thank you for your July 2, 2008 letter regarding the Maui Planning Commission comments on the Draft Environmental Assessment in support of the State District Boundary, Community Plan Amendment and Change in Zoning applications for the subject project. We offer the following responses to the Commission's comments in your letter:

1. The Maui Bus, the public transportation system provided by the County of Maui, does not currently have any routes on Baldwin Avenue. The nearest bus stop is at the Paia Community Center on Hana Highway which services the Haiku Islander Route and the Haiku-Wailea Commuter Route.
2. A Cultural Impact Assessment (CIA) has been prepared and is attached to the Final Environmental Assessment as Appendix "L". The CIA report concludes that "there do not appear to be any cultural resources that might be impacted by the proposed subdivision and Community Plan Amendment", therefore the proposed action has no impact on cultural resources and "no mitigation measures are necessary".
3. The State Land Use Designation has been Agricultural since the State Land Use District Boundary Map was adopted in 1963. The Paia-Haiku Community Plan designation has been Public/Quasi-Public and Single Family since the 1983 adoption of the said community plan.

LANDSCAPE ARCHITECTURE
CITY AND REGIONAL PLANNING

115 N. MARKET STREET • WAILUKU, MAUI, HAWAII 96793-1706 • PHONE 808-242-1955 • FAX: 808-242-1956

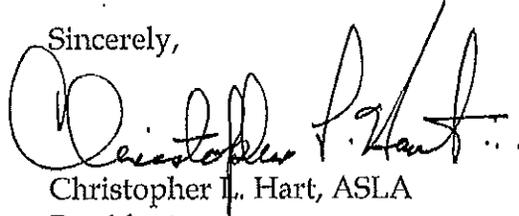
Mr. Jeffrey S. Hunt, Director
RE: Doris Todd Memorial Christian Day School
October 2, 2008
Page 2

Maui County, which established the Agricultural District in 1998, designates the site as Agricultural District zoning on its map. However, the community plan/zoning overlay map designates the site as Interim zoning, due to the inconsistency with the State Land Use Boundary and Paia-Haiku Community Plan designations.

4. The project site is within the Urban Growth boundaries as identified in the 2008 Draft Maui Island Plan (See: Figure No. 11).

Therefore, in consideration of the foregoing, we are submitting one (1) complete Final Environmental Assessment for your review. Please advise us on the number of additional copies required. If you have any further questions, please contact Raymond Cabebe of our office.

Sincerely,



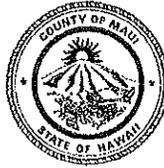
Christopher J. Hart, ASLA
President
Landscape Architect - Planner

CLH:rrc

attachment

c: Ms. Carolyn Moore
Ms. Robyn Loudermilk
Mr. Hideo Kawahara

CHARMAINE TAVARES
Mayor
JEFFREY S. HUNT
Director
COLLEEN M. SUYAMA
Deputy Director



COUNTY OF MAUI
DEPARTMENT OF PLANNING

July 2, 2008

RECEIVED

JUL 10 2008

CHRIS HART & PARTNERS, INC.
Landscape Architecture and Planning
CC: Raymond
057005

Mr. Raymond Cabebe
Chris Hart & Partners, Inc.
115 N. Market Street
Wailuku, Hawaii 96793

Dear Mr. Cabebe:

**SUBJECT: DRAFT ENVIRONMENTAL ASSESSMENT FOR THE DORIS
TODD MEMORIAL CHRISTIAN DAY SCHOOL AT
519 BALDWIN AVENUE, PAIA, ISLAND OF MAUI, HAWAII
TMK: (2) 2-5-005:020, 044, AND 052 (EA 2007/0001)**

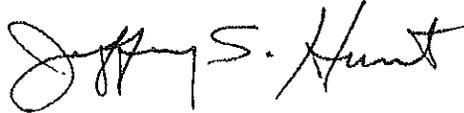
At the regular meeting of June 24, 2008, the Maui Planning Commission (Commission) reviewed the above-referenced document and provided the following comments:

1. Provide an analysis of the public transportation system, including general information as well as information specific to the proposed project.
2. The Cultural Impact Assessment should be revised pursuant to Guidelines for Assessing Cultural Impacts adopted on November 19, 1997 by the State of Hawaii Environmental Council.
3. Provide a detailed zoning history of the properties that are part of the proposed project.
4. Provide an analysis of the proposed project in relation to the recommended urban growth boundaries identified within the Draft Maui Island Plan.

Mr. Raymond Cabebe
July 2, 2008
Page 2

Thank you for your cooperation. Should you require further clarification, please contact Staff Planner Robyn Loudermilk by email at robyn.loudermilk@mauicounty.gov or by phone at 270-7180.

Sincerely,



JEFFREY S. HUNT, AICP
Planning Director

xc: Clayton I. Yoshida, AICP, Planning Program Administrator
Robyn L. Loudermilk, Staff Planner
EA Project File
Project File
General File

JSH:RLL:nt
K:\WP_DOCS\PLANNING\EA\2007\0001__DorisToddSchool\MPCDEAComments.doc



August 12, 2008

Mr. Ray Okazaki, Staff Engineer
Maui Electric Company, Ltd.
210 West Kamehameha Avenue
P.O. Box 398
Kahului, HI 96733-6898

Dear Mr. Okazaki:

Re: Doris Todd Memorial Christian Day School - Draft Environmental
Assessment at TMK: (2) 2-5-005:020, 044, 052 (EA 2007/0001; CPA
2006/0008; DBA 2005/0004; CIZ 2005/0007)

Thank you for your May 8, 2008 "no objection" letter in response to the Draft
Environmental Assessment in support of the State District Boundary,
Community Plan Amendment and Change in Zoning applications for the
subject project.

If you have any further questions, please contact Raymond Cabebe of our
office.

Sincerely,

Christopher L. Hart, ASLA
President
Landscape Architect - Planner

CLH:rrc

attachment

c: Ms. Carolyn Moore
Ms. Robyn Loudermilk



2008 MAY 9 PM 1 52
DEPARTMENT OF PLANNING
COUNTY OF MAUI
RECEIVED

May 8, 2008

Ms. Robyn L. Loudermilk, Staff Planner
County of Maui – Department of Planning
250 South High Street
Wailuku, Hawaii 96793

Dear Ms. Loudermilk,

Subject: Doris Todd Memorial Christian Day School
(EA 2007/0001, CPA 2006/0008, DA 2005/0004, and CIZ 2005/0007)
Baldwin Avenue, Paia, Maui, Hawaii
TMK: (2) 2-5-005:020, 044, and 052

Thank you for allowing us to comment on the Draft Environmental Assessment (EA) for the subject project.

In reviewing our records and the information received, Maui Electric Company (MECO) has no objection to the project at this time.

Should you have any other questions or concerns, please call me at 871-2340.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ray Okazaki". The ink is dark and the signature is fluid and connected.

Ray Okazaki
Staff Engineer



August 12, 2008

Ms. Sheri Tihada, Project Engineer
Network Engineering & Planning
Hawaiian Telcom
60 S. Church Street
Wailuku, HI 96793

Dear Ms. Tihada:

Re: Doris Todd Memorial Christian Day School - Draft Environmental Assessment at TMK: (2) 2-5-005:020, 044, 052 (EA 2007/0001; CPA 2006/0008; DBA 2005/0004; CIZ 2005/0007)

Thank you for your November 26, 2007 letter in response to the Draft Environmental Assessment in support of the State District Boundary, Community Plan Amendment and Change in Zoning applications for the subject project.

We offer the following responses to your comments:

- We acknowledge that an Aid to Construction (ATC) charge, calculated on proposed plans submitted, will be assessed should the school require or request relocation of telephone facilities.

If you have any further questions, please contact Raymond Cabebe of our office.

Sincerely,

Christopher L. Hart, ASLA
President
Landscape Architect - Planner

CLH:rrc

attachment

c: Ms. Carolyn Moore
Ms. Robyn Loudermilk

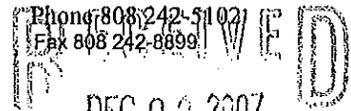
LANDSCAPE ARCHITECTURE
CITY AND REGIONAL PLANNING

Network Engineering and Planning
OSP Engineering -Maui

Hawaiian Telcom

60 S. Church Street
Wailuku, Maui, Hawaii 96793

Phone: 808 242-5102
Fax: 808 242-8899



CHRIS HART & PARTNERS
Landscape Architects & Planners

*cc Raymond
05/005*

November 26, 2007

Chris Hart & Partners Inc.
115 N. Market Street
Wailuku, HI 96793
Ph. (808) 242-1955
Fax. (808) 242-1956

ATTN: Christopher L. Hart, ASLA President / Landscape Architect - Planner

SUBJECT: Pre-Consultation for Land Use Commission District Boundary Amendment,
Community Plan Amendment and Change in Zoning for the Doris Todd
Memorial Christian Day School, situated on Baldwin Avenue, Paia, Maui,
Hawaii;
TMK: (2) 2-5-005:020 (por.), 044 & 052

Dear Mr. Hart:

Thank you for providing Hawaiian Telcom Incorporated, the opportunity to comment on the pre-consultation for Land Use Commission District Boundary Amendment, Community Plan Amendment and Change in Zoning for the Doris Todd Memorial Christian Day School, situated on Baldwin Avenue, Paia.

Hawaiian Telcom Inc. would like to notify you at this time that should your project require or request to relocate existing telephone facilities, an Aid to Construction (ATC) charge shall be calculated based on the proposed plans submitted at that time.

If there are any questions, please call me at (808) 242-5258.

Sincerely,

Sheri Tihada
Project Engineer –
Network Engineering & Planning

C: File (3070 0711-093)

APPENDIX L
Cultural Impact Assessment

Doris Todd Memorial Christian Day School Cultural Impact Assessment

For

Doris Todd Christian Day School
519 Baldwin Avenue
Pā'ia, HI 96779

By
Jill Engledow

September 2008

Doris Todd Memorial Christian Day School
Cultural Impact Assessment

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Cultural resources, practices, and beliefs.....23
Confidential Information Withheld/Conflicts in Information or Data.....23
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FIGURES

Figure 1. Section of 1885 W. D. Alexander Hawaiian Government Survey Map. Brought up to date in 1903 by John M. Donn

Figure 2. Legend for Figure 1

Figure 3. Pā'ia and Puunene plantation camps: 1930s. Map taken from *Stores and Storekeepers of Paia and Puunene*.

Figure 4. Upper Pā'ia map, taken from *Stores and Storekeepers of Paia and Puunene*.

Figure 5. 1957 aerial photo of Upper Pā'ia, from Alexander & Baldwin Museum.

Figure 6. Store Village map, from Alexander & Baldwin Museum

Figure 7. Exhibit A map showing Doris Todd Memorial Christian Day School parcels

Figure 8. Photos showing original building from the front and from parking lot, with ocean and remains of old Pā'ia Mill in background.

Figure 9. Photos showing Mable Todd near Haiku Ditch; ditch seen from behind school with remnants of concrete cover; typical plantation house still standing in Skill Village; old plantation beach house formerly used by Doris Todd school, now Pā'ia Youth & Cultural Center.

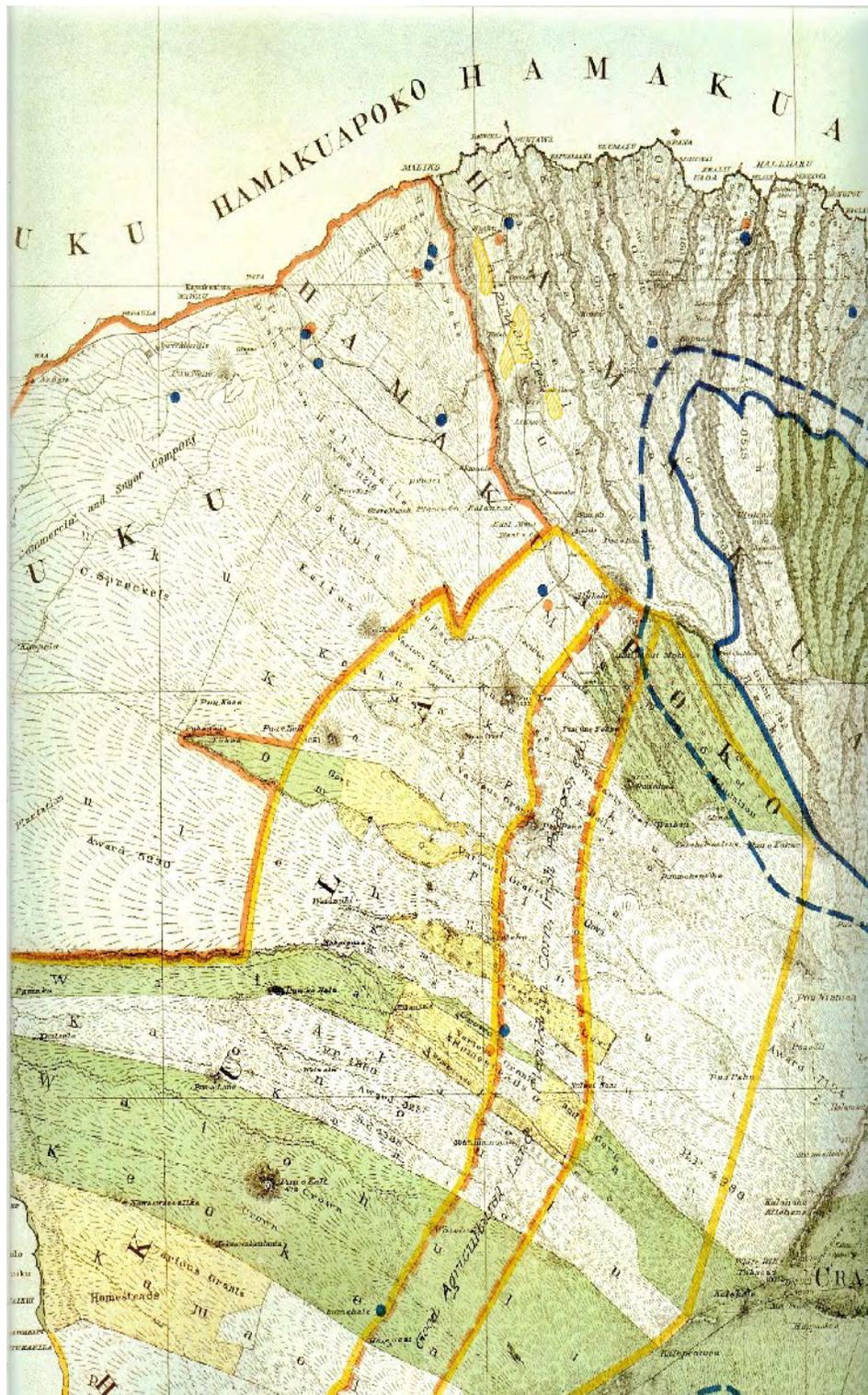


Figure 1. Section of 1885 W. D. Alexander Hawaiian Government Survey Map.
Brought up to date in 1903 by John M. Donn.

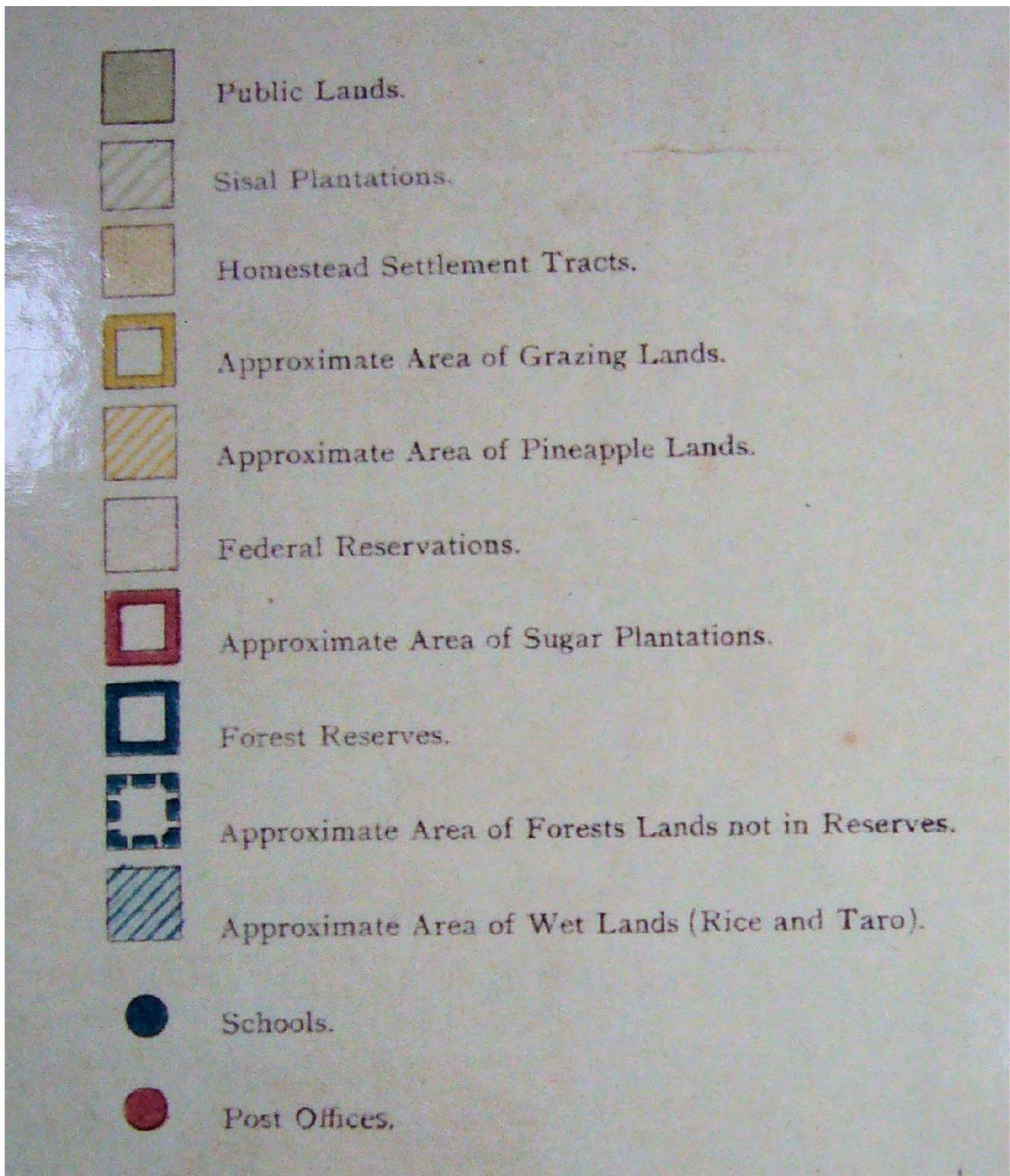


Figure 2. Legend for Figure 1

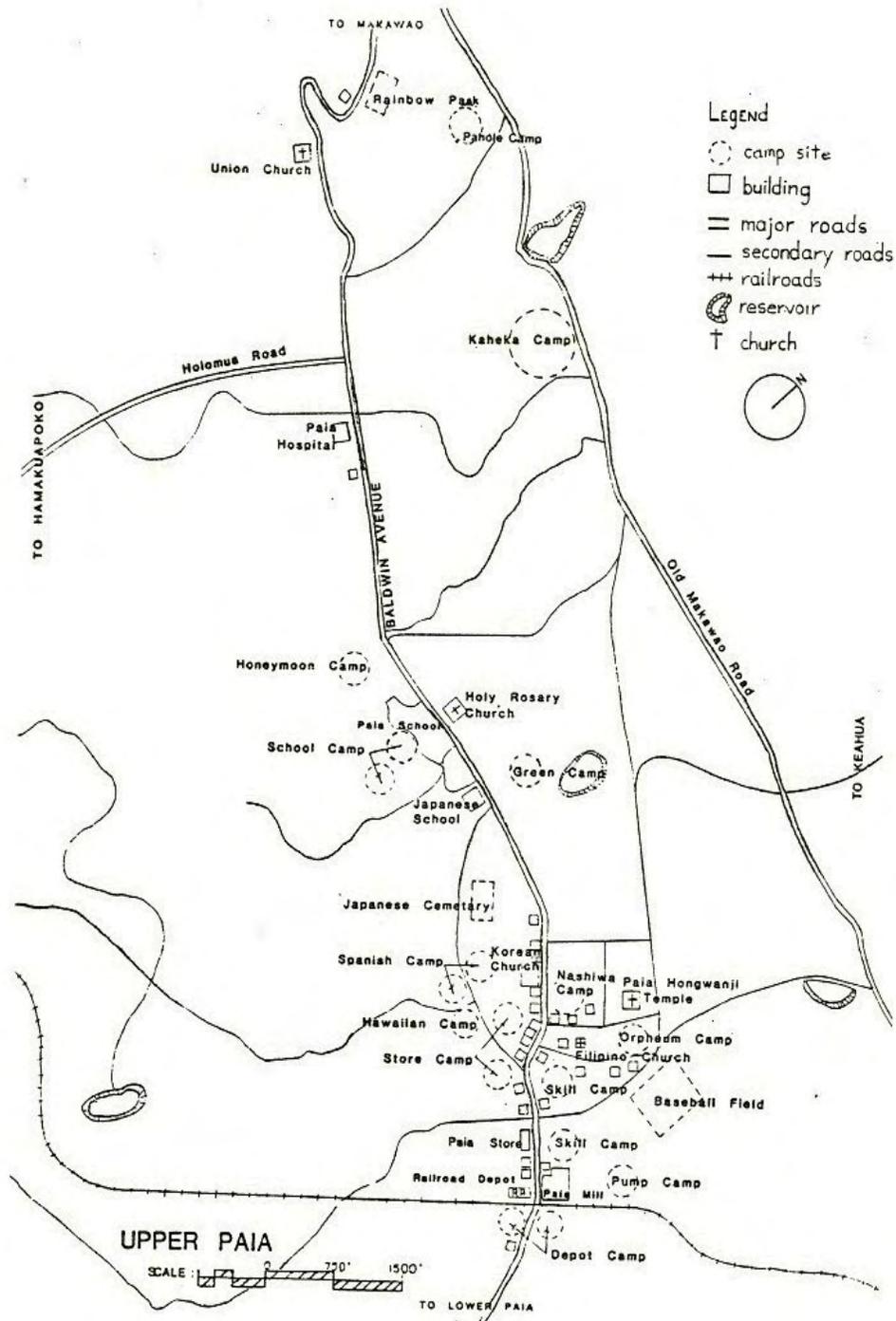


Figure 4. Upper Pā'ia map, taken from *Stores and Storekeepers of Paia and Puunene*.

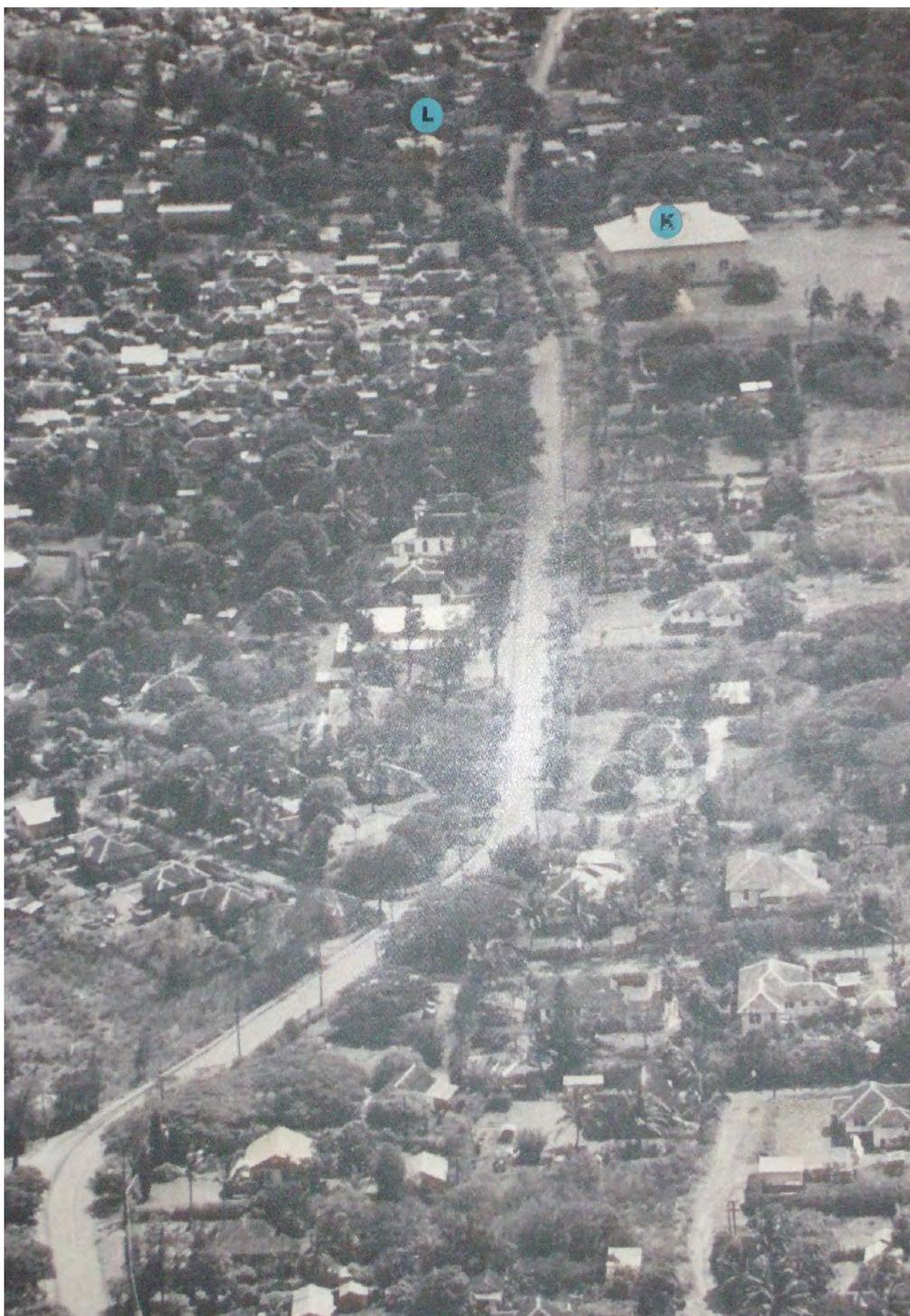


Figure 5. 1957 aerial photo of Upper Pā'ia, from Alexander & Baldwin Museum. "L" is Nashiwa Bakery; "K" is Pā'ia Gym. School is in the middle, left of the road. Trees block portions of its white roof.

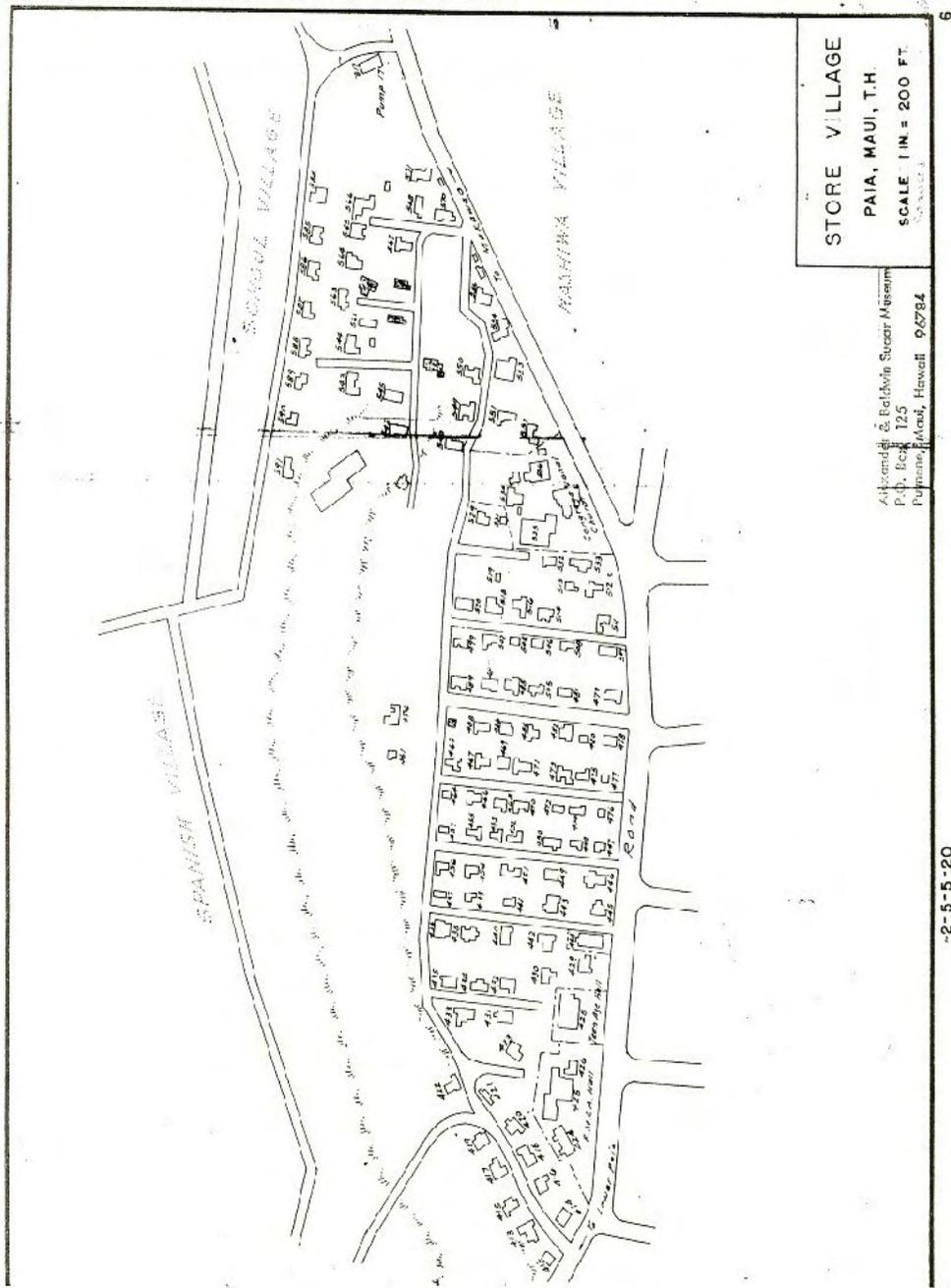


Figure 6. Store Village map, from Alexander & Baldwin Museum

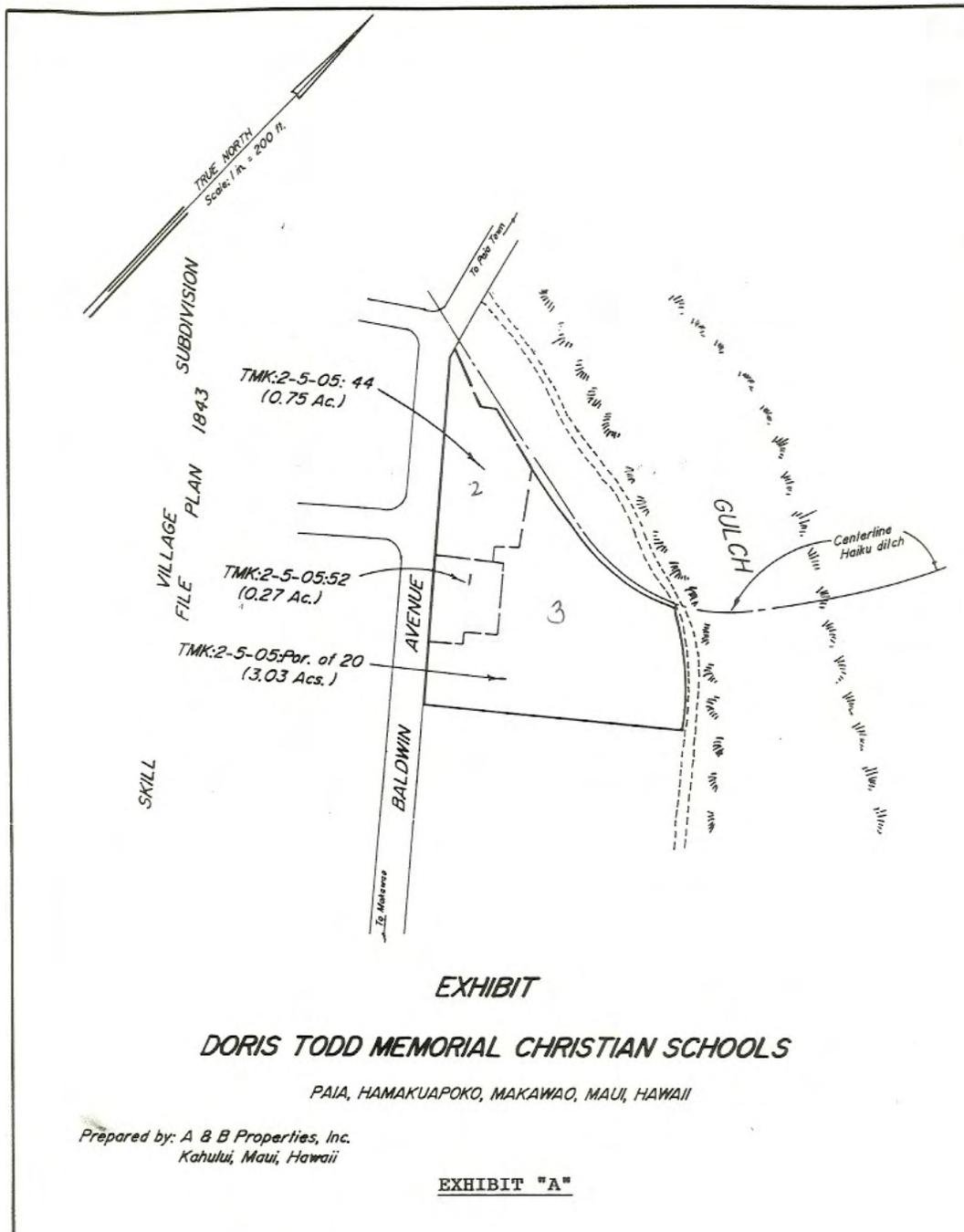


Figure 7. Exhibit A map showing Doris Todd Memorial Christian Day School parcels



Figure 8. Photos showing original building from the front (at top) and from parking lot (at bottom), with ocean and remains of old Pā'ia Mill (far left) in background.



Figure 9. Photos showing (at top left) Mable Todd near Haiku Ditch; (right) ditch seen from behind school with remnants of concrete cover; (at bottom, left) typical plantation house still standing in Skill Village; (right) old plantation beach house formerly used by Doris Todd school, now Pā'ia Youth & Cultural Center.

Doris Todd Memorial Christian Day School Cultural Impact Assessment

I. Introduction

Doris Todd Memorial Christian Day School is located at 519 Baldwin Avenue in Upper Pā'ia, across from the former plantation camp known as Skill Village. The TMK is 2-5-005:044, 052 & portion of 020 (about 3.5 acres total). This school, with approximately 140 students in preschool through grade 8, has occupied the site since 1961.

The property on which the school is located is owned by A&B Hawai'i, and the school has a long-term lease. In order to subdivide out the school site to eventually transfer ownership to the school, the school is seeking a State Land Use District Boundary Amendment, Community Plan Amendment and Change in Zoning. The Community Plan Amendment application triggers an Environmental Assessment, which requires this Cultural Impact Assessment. The assessment was accomplished from July 2008 to September 2008 by writer Jill Engledow.

II. Report Methodology/Resource Materials Reviewed

Sources cited in archival research are listed in the attached bibliography. Additional searches included the Internet and the indexes of a variety of books on Hawaiian culture and history for the word *Pā'ia*. A request for potential interviewees was extended to members of the Central Hawaiian Civic Club, the Portuguese Association of Maui and the Office of Hawaiian Affairs. Maps examined included an 1885 government survey map and the plantation camp map collection of Alexander & Baldwin Sugar Museum.

One important source included a collection of legendary accounts of native and early foreign writers, early historical journals and narratives, historic maps and land records and translations of Hawaiian language newspaper articles recorded by Kepā and Onaona Maly of Kumu Pono Associates in their two-volume study *Wai O Ke Ola: He Wahi Mo'olele No Maui Hikina*, prepared for East Maui Irrigation Company in 2001. Another source was *Stores and Storekeepers of Pā'ia and Puunēnē*, which contains transcripts of a number of oral history interviews by the University of Hawaii-Mānoa Ethnic Studies Department.

Engledow conducted brief oral interviews with several former residents of the Pā'ia area; summaries are included. Engledow also drew on extensive research she conducted in 2007 during the writing of *The Spirit Lives On: A History of Old Maui High School at Hāmākuapoko* and on a Cultural Impact Assessment she prepared for the Friends of Old Maui High School, which is in the process of restoring the school buildings.

III. Study Area Description

The Doris Todd Memorial Christian Day School is approximately 1.1 miles above the Hāna Highway on Baldwin Avenue, in the area known as Upper Pā'ia, formerly one of the biggest towns on Maui. It is separated from surrounding sugar cane fields by the Ha'iku Ditch and an undeveloped gulch on its rear boundary and is across Baldwin Avenue from the neighborhood known as Skill Village. The property is in three parcels, all currently zoned agricultural by the State Land Use Commission.

IV. Study Area History

Doris Todd Memorial Christian Day School is located in Pā'ia, a seaside town in the ahupua'a of Hāmākuapoko in the Makawao District. Hāmākuapoko is the ancient name of a moku, or district, which lay between the old Hāmākua Loa and Wailuku districts on the northeast coast of East Maui. Its boundaries extend from Māliko Gulch on the east to Kapuka'ulua, just west of Pā'ia. (Maly, Volume 1, page 38) According to *Place Names of Hawai'i*, the name should be *Hāmākua Poko*, but it is more commonly written as *Hāmākuapoko*. In 1909, the territorial Legislature reorganized the districts of Maui so that Hāmākuapoko was included in the Makawao District (Sterling, page 4). Now called an ahupua'a, Hāmākuapoko includes Kū'au, Pā'ia and Hali'imaile.

The ahupua'a of Hāmākuapoko is largely *kula* land, gently sloping fields and pastures with few of the deep rain-carved gulches characteristic of Hāmākualoa to the east. The dry nature of this area resulted in the building of the first major irrigation ditch in the Islands, the Hāmākua Ditch, to carry water from the rainy slopes of Hāmākualoa to the sugar fields on the struggling Pā'ia Plantation uphill from the subject parcels. (Rice, page 114) Apparently Pā'ia was always dry; an *'ōlelo no'eau*, or Hawaiian proverb, refers to *Ka makani hāpala lepo o Pā'ia*, the dust-smearing wind of Pā'ia. "Pā'ia, Maui, is a dusty place," is author Mary Kawena Pukui's interpretation of this saying. (Pukui, page 158) In *Place Names of Hawaii*, Pā'ia is defined as "noisy." (Pukui, Elbert and Mookini, page 174)

The coastline just below Pā'ia town includes a couple of popular sandy beaches on the west end of the town known as H. A. Baldwin and Lower Pā'ia parks and a narrow beach near the Mantokuji Mission on the east end of the town. The district boundary marker's name, *Kapuka'ulua*--the *'ulua* fish hole--which marks the western edge of Hāmākuapoko seems to indicate that this area was known as a good place for fishing. Informants in a 1999 study of traditional and customary land uses in the Kahului Airport Area mentioned that fishing, especially *hukilau* fishing, was common on the coast from Pā'ia to Waihe'e. (Prasad, Tomonari-Tuggle and Welch, pages 17-18)

An archaeological survey of a road project near the subject parcels found that sugar cultivation and modern development seems to have destroyed most evidence of ancient habitation in the area. (Fredericksen) Likewise, the State Historic Preservation Division stated in 2002 that "no historic properties will be affected" by plans to construct a new post office in Pā'ia because "intensive cultivation has altered the land." (SHPD, Dagher) Because this area has been in sugarcane cultivation for more than a hundred years, there is little or no surviving evidence of previous cultural use.

One clue to earlier Hawaiian use of this area is found in descriptions of land use in the records of the 1848 Māhele. In an extensive study of East Maui for the East Maui Irrigation company, Kepā nd

Onaona Maly recorded land-use activities on claims in Hāmākuapoko that included one *hale* (house) three *lo'i* (terraced ponds, presumably growing taro) nine *'uala* (sweet potatoes) and 96 *kihāpai* (dryland gardens). Maly points out that some claims included "no specific reference to cultivation, a residence or some other feature," so these numbers may be low. However, they are particularly low in contrast to those of neighboring Hāmākualoa, a much larger and wetter district, with 32 *hale*, 919 *lo'i*, 214 *'uala*, 415 *kihāpai*, and assorted other features. (Maly, volume 1, page 89)

Exactly where these claims were located is difficult to determine in many cases, because place names have been forgotten and are not included on available maps. Among the place names Maly recorded in documenting Māhele claims are Kuapaia, Ekahanui, Onehai, Kui o Pai, Paniau, Pana, Kahanui, Apee, Puuiki and Mokuoi. Three of the place names familiar today are Kamole, Kauhikoa and Kaluanui. Several informants interviewed by Engledow for this assessment said they did not know of any place names in the vicinity of Pā'ia other than the commonly known Pā'ia, Kū'au and Kaheka.

These Hāmākuapoko *kula* lands were good for growing *'uala*, or sweet potatoes. S. M. Kamakau tells the story of the chief Kiha-a-Pi'ilani planting sweet potatoes, during a time when he was living in the Upcountry Maui area while hiding from his brother, Lono-a-Pi'ilani. There was a famine in Kula and Makawao at the time, and Kiha cleared an enormous patch of land to plant sweet potatoes. "The people said skeptically of this great undertaking, 'Where will he find enough sweet-potato slips to cover the patch?' Next day Kiha-a-Pi'ilani went to Hāmākuapoko and Hali'imaile to ask for potato slips. The natives gave him the whole patches of them wherever he went. 'Take a big load of the slips and the potatoes too if you want them,'" they said. The chief was able to fill his patch with the slips he was given. (Kamakau, page 24)

Kamakau makes only one direct reference to Pā'ia, a mention of Kiha being advised that "the man that can help you lives below Hāmākuapoko, at Pā'ia. His name is 'A-puni." 'A-puni refused to help and directed Kiha elsewhere. (Kamakau, page 24)

Sterling's *Sites of Maui* also makes a single mention of Pā'ia, and it is used only as a reference point to locate the Kailua Heiau "near Kailua Gulch half a mile west of the Paia Road." (Sterling, page 5)

In 1853, the Kingdom of Hawai'i set aside the entire ahupua'a of Hāmākuapoko for the Board of Education. The Taxation Act of 1850 had set apart one-twentieth of all unappropriated public lands "the income of which was to be used for designated school purposes. . . during the next few years considerable acreage was sold to procure money for educational purposes." (Wist, page 60) While O'ahu College (Punahou) was not a public school, the close association of its sponsors with the educational work of the government "gave to the school, in fact, the character of a semi-public institution." (Wist, page 105) All 5,000 acres of Hāmākuapoko were deeded by the board to the Trustees of O'ahu College in 1860, and they sold it the next year to the Ha'iku Sugar Company. (Burns, page 54)

"The area was larger than the company could use and parcels were sold from time to time. Captain William Bush bought 559 acres at Sunnyside in 1865. Much of the early corporate history of predecessor companies centers around the mergers and purchases which reunited the original ahupuaa at Hamakuapoko," Irma Gerner Burns wrote in a listing of "memorable years" that summarize major

events of the Alexander and Baldwin companies' histories. (Burns, page 54)

Cattle and sugar cane became the primary agricultural industries of Hāmākuapoko. A number of the letters, reports and other documents included by Maly in *Wai o Ke Ola* referred to the damage done by cattle running loose in Hāmākuapoko, perhaps as far makai as the subject parcels. Sugar cultivation on a large scale was made possible by the building of the Hāmākua Ditch, completed in 1878 by Henry P. Baldwin and Samuel T. Alexander. This first ditch in what would eventually become the East Maui Irrigation Company water system brought captured stream water from the rainy areas of Hāmākualoa and Ko‘olau to the drier Hāmākuapoko district. Later, the cane lands of the east and uplands were brought together as Maui Agricultural Company, Ltd. (Alexander & Baldwin, page 9) These lands and the Central Maui lands of Hawaiian Commercial & Sugar Company were worked by employees, many of them immigrants to Hawai‘i, who lived in villages, or camps, established and maintained by the plantations.

It is unclear how well populated the area around the subject parcels was before it became the busy plantation town known as Upper Pā‘ia. This particular area may have been in the transitional/barren environmental zone described by Cordy, essentially devoid of permanent settlement. (Cordy 1977, 2000) The census by missionaries in 1832 found 1,303 in the entire ahupua‘a of Hāmākuapoko; in their 1836 count, the population had diminished by 505 to only 798. (Schmitt, page 38) Since these figures represent a population severely depleted by imported disease in the early days of contact with the outside world, the population may have been much larger a few decades earlier. *Thrum's Hawaiian Almanac and Annual* for the years 1875-1878 include no mention of Pā‘ia, though the almanacs do list other Maui communities that have a post office, a mission or a school agent.

In 1880, Alexander and Baldwin built a mill in the same location where they would later build a larger mill in Upper Pā‘ia. (Burns, page 56) It is not clear when the first plantation camps were built around this first Pā‘ia mill, but probably at least some mill workers would have lived near the mill because of the difficulties of transportation. The 1885 Alexander survey map shows two schools and a post office in Pā‘ia.

In the first census taken after Hawai‘i became a U.S. territory, census takers did not indicate what exact area they were counting on pages where they wrote names, ages and other information, but the most likely section in the Makawao District, recorded by W. O. Aiken, included about a thousand individuals, apparently also including Ku‘au. In 1905, Alexander and Baldwin constructed a new Pā‘ia Mill, and in the 1910 census, Pā‘ia is listed separately, with some pages marked with the names "Paia Camp," "Kaheka Camp" and "Paia Town." The population totaled about 2,750. In 1930, several districts were identified as being part of Pā‘ia Town, totaling at least 3,600 in neighborhoods identified as "Hawaiian Camp," "Paia-Makawao Road," "Japanese School Road Camp," and "Maeda Camp." Another 1,100 lived in "Lower Paia Town," extending from Lime Kiln Road on the west to Ku‘au on the east. By 1940, there were 4,272 in "Pā‘ia Town" and 1,280 in "Lower Pā‘ia Village." (U.S. Census)

While Lower Pā‘ia included many privately owned and operated businesses, Upper Pā‘ia was a plantation town. The first Pā‘ia Store was built in 1896. And in 1898, a hospital opened whose buildings were later used for the Pā‘ia Clubhouse for bachelors (after a new hospital was constructed farther up the road in 1909) and then for the East Maui Community Association. (Burns, page 58) This

original Pā'ia hospital and the organizations that followed it were on the property now occupied by Doris Todd Memorial Christian Day School.(Store Village map; see Figure 6)

Pā'ia in those days was a busy town, with a train depot, a public school and Japanese language schools, churches and a hongwanji mission, sports facilities, a theater and banks. After the original Pā'ia Store burned down in 1910, a very large new store was built, with departments that contained men's furnishings, dry goods, Japanese food and other items. The town was divided into neighborhoods called camps or villages, with names such as Skill Camp, Spanish Camp, Hawaiian Camp and Nashiwa Camp. Nashiwa Camp was named for a popular bakery, located just up the road from the subject parcel. (Engledow, pages 4-40)

Glimpses of plantation camp life can be found among the oral histories recorded by the University of Hawaii Ethnic Studies program. Yoshiko Araki first moved from Honolulu to Pā'ia in 1929. "When we were going to our house, there was nothing but cane fields on both sides," she said. (page 471) Residents of the camps frequently used the barter system, said Richard Nashiwa (page 276), and people planted vegetables in the sugar fields, where they were automatically watered with the cane, then traded with their neighbors, said Tadayoshi Tamasaka. Youngsters learned to swim in the ditches and reservoirs, and went into the tunnels to catch fish. (page 10)

Former camp residents interviewed for the book *Pā'ia: Evolution of a Community* told similar stories. Beatrice N. Cockett Kahanu described camp life during her childhood as a time when "everybody shared things . . . Nobody had to lock anything and regardless of what nationality you were, you shared your things. You were friends with people from this camp and that camp and other camps." (Duensing, pp. 149-152)

Residents of Lower Pā'ia also benefited from the plantation's facilities, according to Violet Hew Zane, interviewed in 1980 at age 71. Families would sometimes carry water from the plantation pump well about a quarter-mile from the Hew Store, she said. (University of Hawaii, page 243)

In the area known as Store Village, several parcels seem to have been earmarked for community use. A map of Store Village obtained from the Alexander & Baldwin Sugar Museum shows buildings on the parcels now occupied by Doris Todd Memorial Christian Day School that are marked "E.M.C.A Hall" and "Teen Age Hall." In this area, county tax records show that the East Maui Community Association leased 1.06 acres in 1949 from Hawaiian Commercial & Sugar Co. HC&S leased 2.77 acres to the "Catholic bishop" in June 1949, who then leased the land to the "Full Gospel Church" in December 1949. The church built a structure sometime in the early 1950s (which is still in use today) and changed its name at some point to Assembly of God. The Assemblies of God in the Hawaiian Islands leased 0.75 acres from HC&S in 1958. The East Maui Baptist churches took over the lease on two parcels (Lot 1 with 0.27 acres and Lot 2 with 0.75 acres) in late 1961, after the Assembly of God moved to Kahului. The church paid \$14,000 to purchase the existing church building on the property, which is still in service as the administration building and the Paipala Church.

The population of Pā'ia fell dramatically after the building of what was then called "New Kahului," a master-planned community whose first units were occupied in 1950. Hawaiian Commercial & Sugar Company set a goal of February 1963 as the date when "HC&S Co. will issue a new timetable of

mandatory closings."(The Maui News, Feb. 10, 1960) By 1960, the Pā'ia Town census showed 2,149 residents, with 926 in Lower Pā'ia Village. The 1970 census found only 541 in Pā'ia Town , with 1,105 in Lower Pā'ia Village. Organizations that had served the community of Upper Pā'ia also moved to the new center of population, like the Assembly of God, or ceased to exist. The East Maui Community Association apparently just faded away, according to *Maui News Index* compiler Gail Ainsworth, who says there were no references to the organization in the paper after 1967.

Plantation camp life is often remembered nostalgically by those who grew up in the camps, as exemplified by a speech Audrey Rocha Reed gave to the Maui Chamber of Commerce in June 2003, when she won the T. S. Shinn Award for community service. Though Mrs. Reed grew up in Hāmākuapoko, her memories doubtless would sound familiar to those who lived in the camps of Upper Pā'ia:

"A plantation camp was very much like an island--limited in resources, size, population. Everybody knew everybody else--our strengths and weaknesses, in sports, in school, in cooking, in raising animals, tending gardens, sewing, and playing marbles. It took me many years to really comprehend how unique our lifestyle was.

"To wake up in the morning and find a bunch of bananas, or avocados, or onions on the back porch--no note; donor unknown. Or to go to the little field in our camp to celebrate Rizal Day with our Filipino neighbors and to eat pork and peas, and listen to their music and watch them dance. To know, without ever being told, that you take your slippers off before you go into someone's home. To wait during the evenings before Christmas for the Puerto Ricans to come singing their aguinaldos--and watching my father pour little glasses of wine to help them sing even better. And to wait for sushi at New Year's from our Japanese friends.

"To wake up early on a Tuesday morning in spring and smell malassadas frying, and to get dressed quickly so I could deliver my mother's malassadas hot to our neighbors and friends all over the camp. And often, I'd run into my cousins and nieces on the same errands for their mothers.

"When our softball team or basketball team played against teams from other camps, we went to the games and cheered our players on. We went to every wedding regardless of who was getting married, and usually Hawaiian food was served; we celebrated birthdays, and comforted each other at funerals. We helped each other out.

"Plantation camp life taught me this: to be loyal first to family and not bring them shame, to be loyal to friends and to respect their cultures, to share any bounty I might have with others, to be honest, to work hard, and to step forward when asked to help. These are the lessons everybody in a plantation camp learned."

V. A Brief History of Doris Todd Memorial Christian Day School

The new users of this property, which had been a center of community activity since 1909, were led by the Reverend Edward Todd and his wife Doris. The Todds initiated the Hawaiian Islands Mission in 1954, having moved to Maui after serving six years as missionaries in the Philippines. They founded the Pauwela Baptist Church in 1955 and the Pā'ia Baptist Church in 1957, later incorporated under the East Maui Baptist Churches. In 1956, they opened a preschool for four children in their home in Haiku. Doris Todd was teacher and principal. In 1957, the school added a kindergarten class and began meeting in the church hall behind the Pā'ia Hawaiian Protestant Church. By 1960, the school had

moved to a former plantation beach house on Pā'ia Bay. The tsunami that occurred that year took out other homes nearby, and the school building was the only structure left standing on the oceanside. (This building is now the Pā'ia Youth & Cultural Center.)

After the move to the former Assembly of God building, the school (which already had about 30 students in nursery and kindergarten) added a first-grade class in September 1962, followed by grade 2 in September 1963 and grade 3 in September 1964. By September 1965, enrollment was 80 students.

Mrs. Doris Todd died in June 1965, and the Pā'ia Baptist School was renamed Doris Todd Memorial Christian Day School in her memory. The school continued to add grades, and in 1968 constructed additional building space to house the kindergarten and preschool. In 1970, the school opened a preschool with 21 children at Haliimaile. By September 1975, 180 students were enrolled in preschool through grade 8, and the next September the school added grade 9. Grades 10 and 11 were added in 1977. In 1977, the school leased a third parcel of land, 3.03 acres from A&B, and paved a portion of it as a parking lot. By 1979 the school had 239 students in preschool through grade 12, and the Pā'ia preschool moved to the new church building in Haiku.

In 1975, the school built three classrooms and a restroom, and in 1980 it built a teacher's cottage and enclosed a porch. New classrooms were built for kindergarten and grade 1 in 2001, and two new buildings opened for grades 2-8 in 2006.

The Reverend Mr. Todd had married teacher Mabel Sharples in December 1967, and she became principal of the school. In 1981, the Todds retired and traveled back and forth to New Zealand, helping with the school whenever they were on Maui.

Enrollment peaked with 258 students in September 1981. In 1985, the Haiku preschool moved and combined with the Haliimaile preschool; in 1989, the preschool moved back to Haiku. In 2002, the preschool moved to the school's campus on Baldwin Avenue. In 1986, the Pacific Area Mission board decided to close the high school grades, and the last high school graduation was held in June of 1988 with two graduates. The school has served students in preschool through grade 8 since that time, with the enrollment ranging from about 135 to 170.

The Reverend Mr. Todd died in 2001. Mabel Todd, who joined the staff as a teacher in 1957, continues to be active with the school and is president of the school's board of directors. Mrs. Todd, Principal Carolyn Moore and Vice Principal Leta Carpenter are the source for the brief history outlined above.

Mrs. Todd said prior to the closing of plantation camps when residents moved to Kahului, the Haiku Ditch behind the school was covered, and there were houses along the ditch and around the school. When the school was clearing Lot 3, a bulldozer broke through the concrete cover, and the plantation then fenced in the back of the schoolyard. Today the plantation ditch is uncovered, running along behind the school and disappearing under Baldwin Avenue on its makai side. Mrs. Todd and Miss Carpenter said many old nails have shown up on the school grounds over the years, perhaps left behind when the plantation houses were torn down. At one time the school children set up their own "archaeological dig" and found bits of plates, glasses, spoons and other post-contact remnants, probably from no earlier than the 1940s, in the first three feet of soil. Mrs. Todd said she has never seen any old

Hawaiian artifacts uncovered in all the years of construction at the school.

VI. Oral Interviews

Individuals with personal knowledge of life at Pā'ia before the camps closed were interviewed about cultural resources, practices and beliefs in the area. All were interviewed by telephone during August and September 2008, except for Mrs. Todd and Mrs. Nikaido. Interviewees included:

Mrs. Mabel Todd, interviewed in person at the school and by telephone

The Reverend Mr. Stanley Shiroma, a native of Kula who was a teacher at the school in 1964-1965

Mrs. Dolores Gomes, who has lived across the street from the school in Skill Village all her life

Mrs. Jackie Garcia, Mrs. Gomes' sister, who also lives in Skill Village

Mrs. Sarah Nikaido, who grew up in Lower Pā'ia and whose children attended the school

Mrs. Janet Akau, who grew up in Lower Pā'ia

Mr. William Tavares, a retired educator whose family has lived in Kū'au for nearly a century

None of these individuals knew of any cultural impact that might be created by the proposed subdivision of the subject parcels. All recalled the plantation villages of their youth, and said they did not know of any gathering of native plants, of any archaeological sites or cultural events associated with the subject parcels. Mrs. Akau, Mrs. Gomes and Mrs. Garcia remembered people going fishing in Lower Pā'ia and Kū'au. Mrs. Gomes and Mrs. Garcia remembered the East Maui Community Association building, where a soup kitchen operated during sugar strikes. Mrs. Gomes remembered helping build the Assembly of God church "brick by brick," and she was married there in 1958.

The most extensive interview was with Mrs. Sarah Nikaido, who lives in Pā'ia. Mrs. Todd accompanied Engledow on a visit to Mrs. Nikaido's home on August 22, 2008. The summary of this interview follows:

Mrs. Sarah Nikaido grew up in Lower Pā'ia, the 14th of 18 children. Her father's name was Solomon Kealoha Sr., and he was from Ulupalakua. Her mother, Alice Kahoe, was from Pauwela, and was descended from the family that began when an English sailor named Edmond Saffery married a Lahaina woman named Naehu. Alice Kahoe Kealoha had asthma, so the family lived near the lime kiln near what is now H.A. Baldwin Park, rather than in the dustier area close to the mill known as Hawaiian Camp. Mr. Kealoha worked at the HC&S pump at a well close to the shoreline near where the family lived. He also built a shack near a freshwater spring in a place called Kalahau in the Kū'au area down the coast.

Mrs. Nikaido attended the Seventh Day Adventist School that was then in Lower Pā'ia. When it moved to Kahului, she transferred to Pā'ia School, and was the only one of all 18 children in her family to attend old Maui High School at Hāmākuapoko.

The neighbors in Lime Kiln Village where they lived were all Filipino, and Mrs. Nikaido says, "I used to dance the hula for them." Mrs. Nikaido said her father would go fishing every day when he came home. He would throw net or lay a hukilau net, with all the children helping to pull it in. Mrs. Nikaido remembers her father swimming past sharks with the children and telling them not to worry, just to

follow him and it would be all right. Meanwhile, her mother would stay ashore to start a fire to be ready for the fish. The family also ate a lot of poi made from the many breadfruit trees that grew around the lime kiln. Mrs. Nikaido does not remember any plant-gathering activities, but says the family had a noni bush near the house.

The tsunami of 1946 wiped out this village, along with many other buildings in Lower Pā'ia. Mrs. Nikaido remembers the house being carried up into the cane fields and helping neighbors to escape into the fields up to the pump. The family then moved up to Spanish Camp, which was near Hawaiian Camp and connected to it by a trail. Sometime after the tsunami (Mrs. Nikaido does not remember exactly when), her mother died at Pā'ia Hospital. At that time, and later, when Mrs. Nikaido sent her children to Doris Todd school and became involved with the Pā'ia Baptist congregation, the land around the school was in sugarcane and plantation camps.

Some individuals were interviewed for the Draft Environmental Assessment previously prepared for this project, and one person (Joy Bissen) interviewed about Hāmākuapoko had information relevant to this area of Pā'ia.

Interviews conducted by Raymond Cabebe for a draft Environmental Assessment for this project were with Jackie Pias-Carlin, Steven W. Perry and Frank Domingo. Mr. Cabebe's summaries of their interviews follow:

Jackie Pias-Carlin was interviewed by phone on October 15, 2007. Jackie was born in 1949 and grew up in Orpheum Village near Nashiwa Bakery. She lived there until 1966 when her family moved to School Village where she lived for two years. She is the author of *Spirit of the Village* (Pias-Carlin, 2006), a story of life in a sugarcane plantation camp. Jackie does not recall what was there before the Doris Todd School was established on Baldwin Avenue, but she remembers new buildings being built there. Prior to the establishment of the school at that site, she remembers Reverend Edward Todd driving through the camps during the summer of 1958 and asking children if they wanted to go to "summer school." Jackie remembers that she and four other kids got into Reverend Todd's van and being driven to what is now the Pā'ia Youth Center down by the beach. She recalls that she and her friends were disappointed that "summer school" consisted of bible study, but they continued to attend for about two months. Jackie recalls Rizal Day celebrations at the Filipino Clubhouse and Obon Dances at the Hongwanji, but no cultural practices at the present school site.

Steven W. Perry related his information by email on October 17, 2007. He was born in 1947 in Pā'ia and lived there until 1965. Steve lived in Kaheka Camp, but moved to Hawaiian Village, later to Store Village, and finally to Skill Village. After high school, he moved to the mainland to attend college and still lives there. He recalls that there was a small wooden church on the site, which he referred to as the "Holy Roller Church" (also referred to as such in the Pias-Carlin book, *Spirit of the Village*, 2006), that was torn down to make way for the new First Assembly of God Church (now used as offices, classroom and chapel). Steve recalls attending that church, which had a large congregation from that area, and also attending vacation bible school in the summer. When population in

the camps began to decline, the church decided to relocate and transferred their lease to the East Maui Baptist Churches (which the Doris Todd Memorial Christian School is affiliated with) .

There was a building below the church (*makai* side) that he believes was used as community center. During the plantation strike, a soup kitchen was set up there for the families to get their meals. Steve recalls that corn beef and cabbage was served a lot and so they made up a song:

Cabbage in the morning

Cabbage in the noon time

Cabbage at supper time

If you join the union, you'll eat cabbage all the time.

The only cultural practices that he was aware of on the site were Hawaiian luaus during weddings and first birthdays.

Frank “Maui” Domingo was interviewed by phone on October 26, 2007. Frank was born in 1929 on Maui and grew up in H’poko (Hāmākuapoko) Camp near the old Maui High School from which he graduated in 1947. He now lives in Kū’au. Frank began playing guitar and piano for the Molina Brothers Orchestra in 1945 while still in high school. He still performs with the surviving brothers. In the area of the Doris Todd School, he remembers that there was what he describes as a “kindergarten school” where the orchestra sometimes rehearsed. The East Maui Community Association (EMCA) was created by the plantation and run by Tom Kiyosaki. Others who were involved in the EMCA were Manuel DeCosta, Tom Vasconcellos and George Ito, who nicknamed Frank, “Maui Domingo.” The EMCA ran many youth programs in Pā’ia. Frank remembers that George Ito ran the Pā’ia Gym and was a referee and coach for baseball and basketball.

Additional insight into life in Pā’ia can be found in an interview included in the Cultural Impact Assessment for Old Maui High School at Hāmākuapoko. Mrs. Joy Bissen, retired from Maui Land & Pineapple Co., age 72, was interviewed January 23, 2008, at Pā’ia Hawaiian Protestant Church.

Mrs. Joy Bissen was born November 15, 1935, in Pā’ia. She lived in Hawaiian Camp, which was across from the Pā’ia Mill, on the mauka side of the Pā’ia Store. Her family name was Hokoana. There were quite a few Hawaiian families in this particular camp, perhaps 50 or 60. The Hokoana family sometimes attended church in Hāmākuapoko; the Pā’ia Hawaiian Protestant Church (founded in 1880) was the "mother church" to the Hāmākuapoko church and another in Pauwela, and sometimes the family went to church in Pā’ia. Later, Mrs. Bissen attended Maui High School at Hāmākuapoko, graduating in 1953.

Asked if she knew of any ko’ā, heiau or other ancient sacred places in the Pā’ia-Hāmākuapoko area, Mrs. Bissen said, "Our parents never liked to talk to us about stuff like that. They were trying to break away from them. Even if our mother knew our ‘aumakua, she'd never tell us, because there's only one God." Although she encouraged her children to move forward into the future, Mrs. Bissen's mother said the overthrow of the Hawaiian Kingdom was the "saddest day of their lives."

Her father (who collected and grew hibiscus) knew where to get certain native plants, and the family did use them for medicinal purposes. They had pōpolo growing in the yard, which they used on her brother's bad eczema. Mr. Hokoana also gathered 'uhaloa, used for a chest cold, and she thinks it was from near where she now lives in Kū'au.

Mrs. Bissen's father went fishing and still used traditional methods. For example, he knew that, depending on the moon phase, certain kinds of 'opihi would come up onto the rocks. The family took only what they needed. Today, members of her family still fish in the waters off Kū'au, where they moved after the plantation camps closed.

VII. Cultural resources, practices, and beliefs

Because sugar growing (and possibly wild cattle) apparently obliterated most signs of precontact occupation in the Pā'ia area, it is possible only to speculate about cultural practices and beliefs from precontact times. Available maps focus on sugar planting, and offer little information about pre-existing Hawaiian use of the area. Presumably, residents of this area would share with other precontact native communities reverence for the land, skillful stewardship of natural resources, strong kinship ties and cooperative relationships with their neighbors, along with a rich spiritual life sustained and transmitted by traditional chant and dance. In postcontact times, Māhele records seem to indicate that Hāmākuapoko was sparsely populated, with dryland gardens the primary type of agriculture. And though some Hawaiians in this area as well as the rest of the Islands discouraged their children from carrying on traditional practices, old ways of fishing and some use of native plants for medicine continued.

While the Hawaiian experience in Pā'ia is poorly documented, there is much evidence of a strong and supportive community formed by the people of the Pā'ia plantation camps. This community shared its various traditions and customs, as well as food and other resources. This sharing, and the strong reliance on home-grown food and fishing, hark back to the traditions of old Hawai'i as well as those of rural communities around the world.

VIII. Confidential information withheld; Conflicts in information or data

No confidential information was withheld. There were no conflicts in information or data within the reports consulted for this Cultural Impact Assessment.

IX. Affects on Plan

Because plantation farming has dominated the land around Pā'ia for more than a century, and because the plantation camps that once were home to a flourishing multicultural community in Upper Pā'ia no longer exist, there do not appear to be any cultural resources that might be impacted by the proposed subdivision and Community Plan Amendment. Therefore, no mitigation measures are necessary.

Sources Cited for Pā'ia Historical Documentary Research

Alexander & Baldwin, Inc. *Ninety Years a Corporation: 1900-1990*. Ampersand: Honolulu, 1990.

Alexander, W.D., Surveyor-General. "Maui, Hawaiian Islands, 1885. Brought up to date in 1903 by John M. Donn."

Bartholomew, Gail. *The Index to the Maui News, 1900-1950*. Wailuku: Maui Historical Society, 1985.

Burns, Irma Gerner. *Maui's Mittee and the General*. Ku Pa'a Incorporated: Honolulu, 1991.

Cabebe, Raymond. *Draft Environmental Assessment*. For Doris Todd Memorial Christian School. Chris Hart & Partners Inc., Wailuku, 2008.

Clark, John R. K. *The Beaches of Maui County*. Honolulu: University Press of Hawai'i, 1980.

Cordy, Ross. 1977 *Kihei Flood Control Project Archaeological Reconnaissance & Literature Search*. U.S. Corps of Engineers, Honolulu.

Department of Commerce and Labor--Bureau of the Census. *Census of the United States, 1900, 1910, 1940, 1960, 1970*.

Doris Todd Memorial Christian School. *Chronological History, 1954-2006*.

Duensing, Dawn. *Pā'ia: Evolution of A Community*. Pā'ia Main Street Association: Pā'ia, 1998.

Engledow, Jill. *Exploring Historic Upcountry*. Watermark Publishing: Honolulu, 2001.

The Spirit Lives On: A History of Old Maui High School at Hāmākuapoko. Friends of Old Maui High School: Pā'ia, 2007.

Old Maui High School Cultural Impact Assessment. For Friends of Old Maui High School, Wailuku, 2008.

Fredericksen, Erik. *An Archaeological Assessment Report for a Portion of Land in Pā'ia, Hāmākuapoko Ahupua'a, Makawao District, Island of Maui (TMK 2-5-05: Portion of 18)*. For the State Historic Preservation Division. Xamanek Researches, Pukalani, 2004.

Handy, E. S. and E. G. with Mary Kawena Pukui. *Native Planters in Old Hawai'i; Their Life, Lore, & Environment*. Honolulu: Bishop Museum Press, 1972.

Kamakau, Samuel Mānaiakalani. *Ruling Chiefs of Hawaii*. Revised Edition. Honolulu: Kamehameha Schools/Bishop Estate, 1992.

Maly, Kepā and Onaona. *Wai O Ke Ola: He Wahi Mo'olelo No Maui Hikina*. Kumu Pono Associates, 2001.

Maxwell, Charles Kauluwehi Sr. *A Native Hawaiian Traditional Cultural Practice Assessment of Paia. Commercial, Paia Post Office Island of Maui. TMK (2)2-5-05:18 (Portion)*. CMK Cultural Resources for A&B Properties Inc. Kahului, 2007.

Personal Communication, Gail (Bartholomew) Ainsworth, September 15, 2008.

Prasad, Usha, M.J. Tomonari-Tuggle and David J. Welch. *An Evaluation of Traditional and Customary Land Uses in the Kahului Airport Area*. For Edward K. Noda and Associates, Inc. International Archaeological Research Institute, Inc. Honolulu, 1999.

Puku`i, Mary Kawena. *ʻŌlelo Noe`au: Hawaiian Proverbs and Poetical Sayings*. Honolulu: Bishop Museum Press, 1983.

Pukui, Mary Kawena, Samuel H. Elbert and Esther T. Mookini. *Place Names of Hawaii*, 2nd ed. The University Press of Hawai'i: Honolulu, 1974.

Reed, Audrey Rocha. Speech to the Maui Chamber of Commerce, Wailea, June 2003.

Schmitt, Robert C. *The Missionary Censuses of Hawaii*. Honolulu: Bishop Museum, 1973.

Sterling, Elspeth P. *Sites of Maui*. Bishop Museum Press: Honolulu, 1998.

The Maui News. Wailuku: Maui Publishing Company, 1900-1972.

Thrum, Thomas G. *Hawaiian Almanac and Annual*, 1875-1878. Accessed Sept. 12, 2008, at <http://hdl.handle.net/10125/1779>.

University of Hawai'i at Manoa Ethnic Studies Oral History Project. *Stores and Storekeepers of Paia and Puunene*. Ethnic Studies Program: Honolulu, 1980.

Wilcox, Carol. *Sugar Water: Hawai'i's Plantation Ditches*. University of Hawai'i Press: Honolulu, 1996.

Wist, Benjamin O. *A Century of Public Education in Hawaii*. The Hawaii Educational Review: Honolulu, 1940.