



REPI

READINESS AND ENVIRONMENTAL
PROTECTION INTEGRATION PROGRAM



To Whom It May Concern,

This is an is an invitation to provide your comments pursuant to Section 106 of the National Historic Preservation Act, 54 U.S.C. § 306108, and its implementing regulations at 36 C.F.R. Part 800, *Protection of Historic Properties*, for the development of a Programmatic Agreement to fulfill the Department of War's (DoW) Section 106 consultation responsibilities for undertakings pursued by DoW in support of the Readiness and Environmental Protection Integration (REPI) Program in the State of Hawai'i.

The REPI Program preserves military missions by supporting cost-sharing agreements between the Military Services, other Federal agencies, state and local governments, and private organizations to avoid land use conflicts, address environmental restrictions, and maintain or improve military installation resilience. The DoW Office of the Assistant Secretary of War for Energy, Installations, and Environment is responsible for oversight of the REPI Program and worked with the Military Services to determine that a streamlined, unified, and consistent approach for National Historic Preservation Act compliance among all the Military Services would accelerate REPI project execution while advancing mission- critical objectives and partner goals across Hawai'i. Additional information about the REPI Program can be found at <https://www.repi.mil/>.

DoW has been consulting with the Hawai'i State Historic Preservation Office and several Native Hawaiian Organizations since September 2025, and has developed a draft of the *Programmatic Agreement Among the Department of War and The Hawai'i State Historic Preservation Officer Regarding the Readiness and Environmental Protection Integration Program in the State of Hawai'i*. Prior to concluding consultation and finalizing the Programmatic Agreement, the consulting parties are seeking public feedback.

To provide comments on this draft, please review the *Programmatic Agreement Among the Department of War and The Hawai'i State Historic Preservation Officer Regarding the Readiness and Environmental Protection Integration Program in the State of Hawai'i*, available at <https://www.denix.osd.mil/hawaii-repi/>. Please list your comments including page number, paragraph or line number, include selected text and any applicable comment.

An open forum for comments is being held at the Doubletree by Hilton Alana – Waikīkī Beach, 1956 Ala Moana Blvd, Honolulu, HI 96815 (on September 16, 2026 from 9:00 AM to 4:00 PM).

Please email your comments and questions to osd.culturalresources@mail.mil. To be considered as part of this process, comments must be received by **October 8, 2026**.

**PROGRAMMATIC AGREEMENT
AMONG THE DEPARTMENT OF WAR AND THE
HAWAI'I STATE HISTORIC PRESERVATION OFFICER
REGARDING THE READINESS AND ENVIRONMENTAL PROTECTION
INTEGRATION PROGRAM IN THE STATE OF HAWAI'I**

WHEREAS, pursuant to 10 U.S.C. § 2684a, the U.S. Department of War (DoW) Readiness and Environmental Protection Integration (REPI) Program sustains military readiness by supporting cost-sharing agreements between the Office of the Secretary of War (OSW) or the United States Military Departments (MILDEPs) and REPI partners to limit development incompatible with the installation's mission, preserve habitat to eliminate or relieve current or future environmental restrictions, and maintain or improve military installation resilience; and

WHEREAS, a REPI Partner is a state or political subdivision of State or a private entity that has as its stated principal organizational purpose or goal the conservation, restoration, or preservation of land and natural resources. The entity has also entered into a written agreement with DoW to address the use or development of real property in the vicinity of, or ecologically related to, a military installation or military air space for the purpose of limiting any development or use of property that would be incompatible with the mission of the installation; preserving habitat on the property in a manner that is compatible with environmental requirements; and may eliminate or relieve current or anticipated environmental restrictions that would or might otherwise restrict, impede, or interfere, whether directly or indirectly, with current or anticipated military training, testing or operations on the installation; or maintaining or improving military installation resilience; and

WHEREAS, DoW has determined that activities associated with the REPI Program may be undertakings subject to Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended, section 306108 of Title 54 of the United States Code (USC), and its implementing regulations, *Protection of Historic Properties*, Part 800 of Title 36 of the Code of Federal Regulations (CFR), and that these undertakings may have the potential to cause effects to historic properties; and

WHEREAS, DoW has consulted with the Hawai'i (HI) State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800 to develop this Programmatic Agreement (PA); and

WHEREAS, the OSW and the MILDEPs (Department of the Army, Department of the Navy, and Department of the Air Force), hereinafter referred to as DoW, are responsible for NHPA consultation with the SHPO, applicable Native Hawaiian Organizations (NHOs), and the public on individual REPI undertakings under their purview; and

WHEREAS, DoW has identified the Area of Applicability for this PA as non-military lands in the State of Hawai'i that are owned or managed by REPI partners (Federal, State, municipalities, and private entities), see Appendix 1; and

WHEREAS, pursuant to consultation conducted under 36 CFR § 800.14(b), the Signatories have developed this PA to establish an efficient and effective program alternative to streamline

1 and tailor the NHPA Section 106 process to consider the effects of REPI Program undertakings
2 on historic properties within the State of HI; and

3 **WHEREAS**, DoW has determined that the Advisory Council on Historic Preservation (ACHP)
4 has program alternatives that may apply to REPI activities and an exemption that would
5 supersede application of this PA: *Exemption for Indigenous Knowledge-Informed Activities by*
6 *Native Hawaiian Organizations* (2024); and

7 **WHEREAS**, this PA does not supersede previously executed NHPA Section 106 agreements
8 and program alternatives that cover REPI activities in HI; and

9 **WHEREAS**, terms used within this Programmatic Agreement are defined in 36 CFR § 800.16;
10 and

11 **WHEREAS**, in accordance with 36 CFR § 800.6(a)(1), DoW has notified the ACHP of its intent
12 to develop this PA, and the ACHP has chosen not to participate in the consultation process
13 pursuant to 36 CFR § 800.6(a)(1)(iii) in a letter dated November 17, 2025; and

14 **WHEREAS**, the Area of Applicability includes National Historic Landmarks (NHLs), and DoW
15 invited the Secretary of the Interior (SOI) through the Pacific Regional Office of the National
16 Park Service (NPS) to consult on the REPI Program pursuant to 36 CFR § 800.10(c), and the
17 NPS did not respond to the consultation invitations; and

18 **WHEREAS**, DoW invited NHOs to participate in the development of this PA and to sign as
19 *Concurring Parties*; the list of invited and participating NHOs can be found in Appendix 2; and

20 **WHEREAS**, DoW invited state agencies; non-governmental organizations; and advocacy
21 groups to consult on the development of this PA; the list of invited and participating
22 organizations is in Appendix 2; and

23 **WHEREAS**, DoW involved the public in the development of this PA by publishing on a public
24 facing website an invitation to participate in consultation on December 1, 2025, meeting minutes
25 following meetings in December 2025 and February 2026, and by placing a draft of the PA on a
26 public facing website and announcing said draft via a printed and online forum with an invitation
27 to review and submit comments within thirty (30) calendar days thereafter on September 8,
28 2026; and

29 **WHEREAS**, DoW must comply with Executive Order 13556, “Controlled Unclassified
30 Information,” 32 CFR Part 2002, and Department of Defense Instruction 5200.48 “Controlled
31 Unclassified Information,” and their associated updates, so this PA incorporates procedures to
32 balance information security with the documentation requirements of NHPA Section 304, 54
33 U.S.C. § 307103 and 36 CFR § 800.11(c); and

34 **WHEREAS**, this PA is compliant with the Anti-Deficiency Act, 31 U.S.C. §§ 1341 *et seq.*; and

35 **NOW, THEREFORE**, DoW and the HI SHPO agree that DoW shall consider the effects of
36 REPI Program activities on historic properties by implementing the following stipulations until
37 this PA expires, is amended, or is otherwise terminated.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33

I. IMPLEMENTATION, STANDARDS, AND QUALIFICATIONS

- A. DoW shall develop guidance for REPI Partners assisting MILDEPs in complying with NHPA through this PA.
- B. DoW shall ensure all work carried out under this PA related to the identification of historic properties, assessment of effects, and implementation of mitigation measures:
 1. Meets the Secretary of Interior's Standards and Guidelines for Archeology and Historic Preservation (Federal Register (FR) Vol. 48, No. 190, pp. 44716-44742) and Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR Part 68) (60 F.R. 35842)
 2. Is reviewed by a Qualified Professional (QP) who meets the Secretary of Interior's Qualification Standards (48 F.R. 44716FR Vol. 48, No. 190, pp. 44738, 44740) with qualifications appropriate for the historic property involved.
- C. DoW shall require REPI Partners to:
 1. Collaborate with the responsible DoW QP to establish the purpose and need of each REPI activity to assist the responsible DoW QP in determining if the activity is an undertaking requiring Section 106 review;
 2. When applicable, support the Section 106 process by providing supporting information and documentation necessary for DoW to meet its Section 106 requirements in accordance with this PA, to include:
 - i. Defining the APE(s) for each undertaking;
 - ii. Identifying potential historic properties within the APE(s);
 - iii. Participating in consultation as needed to address adverse effects on historic properties present within the APE(s); and
 - iv. Identifying and carrying out mitigation measures where adverse effects cannot be avoided or sufficiently minimized.
 3. When applicable, provide a qualified cultural resources management firm meeting the standards in Stipulation I.B.2 to complete historic property identification, evaluation, and mitigation under this PA;
 4. Comply with Hawai'i Revised Statute (HRS) Chapter 6E, Historic Preservation Program, and applicable Hawai'i Administrative Rules (HAR) for REPI

1 undertakings where activities would occur anywhere in the state, other than on
2 federal lands; and

- 3 5. Ensure archaeological consultants carrying out archaeological field work in
4 support of a REPI undertakings anywhere in the state, other than on federal lands,
5 possess a current permit in accordance with HAR Chapter 13-282, Rules
6 Governing Permits for Archaeological Work, issued by the Hawai‘i Department of
7 Land and Natural Resources State Historic Preservation Division as required.

8 **II. CONFIDENTIALITY**

- 9 A. Where NHOs have reserved the right to maintain the confidentiality of their places of
10 traditional religious and cultural significance, DoW shall only request the minimum
11 information necessary to avoid inappropriate disclosure to non-NHO entities.
- 12 B. DoW shall comply with EO 13556 and 32 CFR Part 2002 standards for managing
13 information that requires safeguarding or dissemination controls. DoW shall comply
14 with the National Archives and Records Administration’s Controlled Unclassified
15 Information (CUI) policy and Department of Defense Instruction 5200.48, Controlled
16 Unclassified Information (CUI), for designating, handling, and decontrolling sensitive
17 information related to this Agreement that qualifies as CUI.
- 18 C. DoW shall provide the Signatories, Concurring Parties, and NHOs sufficient
19 information to meaningfully consult, while restricting the dissemination of
20 confidential information. Any party may request additional information from DoW to
21 complete reviews and provide comments.
- 22 1. If, however, DoW determines that the requested information may be culturally
23 sensitive to one (1) or more NHO, DoW shall meet with the requesting party and
24 the associated NHO(s) to address the request for information through verbal
25 discussions.
- 26 2. If this effort fails to result in an accommodation that meets the needs of the
27 reviewing party and the associated NHO(s), DoW shall resolve the dispute
28 through formal means in accordance with Stipulation VIII.
- 29 D. DoW shall ensure that all Signatories, Concurring Parties, and NHOs are aware of the
30 following:
- 31 1. Confidentiality of information received under this PA must be maintained as
32 restricted.
- 33 2. Information provided under this PA shall not be duplicated or shared outside of
34 the Signatories, Concurring Parties, REPI Parter(s), and/or NHOs or their
35 specifically authorized representatives without written consent of the provider.

- 1 3. Sensitive information, including CUI, shared with the Signatories, Concurring
2 Parties, REPI Partner(s), and/or NHOs by DoW in furtherance of the goals of this
3 PA is protected from further release.

4 **III. REVIEW PROCEDURE**

5 A. Determine the Undertaking

- 6 1. DoW shall determine if the proposed REPI activity is an undertaking as defined in 36
7 CFR § 800.16(y).

8 i. If DoW determines the proposed activity is not an undertaking as defined
9 in 36 CFR § 800.16(y), then Section 106 review is not required. DoW and
10 REPI partners(s) may proceed with the activity with no further review or
11 documentation.

12 ii. If DoW determines that the proposed activity is an undertaking and the
13 ACHP's *Exemption for Indigenous Knowledge-Informed Activities by*
14 *Native Hawaiian Organizations*¹ or another program alternative
15 superseding this PA is applicable, the DoW QP may utilize that applicable
16 program alternative to complete Section 106. If none apply, DoW shall
17 continue the process described herein.

18 iii. If DoW determines that the proposed activity is an undertaking requiring
19 no further review as described in Appendix 3, DoW shall document the
20 decision for inclusion in the Annual Report (see Stipulation VII). Section
21 106 review is complete, and DoW and the REPI partners(s) may proceed
22 with the undertaking.

23 iv. If DoW determines the proposed activity is an undertaking and the above
24 criteria do not apply, DoW shall proceed with Stipulation III.B.

25 B. Define the Area of Potential Effects (APE) and Identify and Evaluate Historic 26 Properties

27 DoW QP, in coordination with the REPI partner(s), shall:

- 28 1. Determine and document the APE for the undertaking.
29 2. Identify historic properties within the APE.
30 3. Notify the HI SHPO and request available survey information in the immediate
31 vicinity of the APE if the undertaking is located on non-federal property.

¹ https://www.achp.gov/sites/default/files/exemptions/2025-01/FR_NHO_IK_Exemption.pdf

1 i. The HI SHPO shall provide survey data and information on known historic
2 properties within the APE within fifteen (15) calendar days of receipt of the
3 request.

4 ii. The HI SHPO shall provide access to the SHPO library within fifteen (15)
5 business days of receiving a request for such access.

6 4. Consider the need for confidentiality when identifying historic properties within
7 the APE (see Stipulation II).

8 5. If a cultural resources inventory has not been completed in the APE or previous
9 inventory surveys are insufficient, complete additional inventory surveys, in
10 accordance with 36 CFR §§ 800.4(a) and (b), or assume the undertaking may
11 affect historic properties and consult with SHPO via Stipulation IV to use
12 Stipulation VI Post-Review Discoveries for large scale projects.

13 6. Document the determination as follows:

14 i. **No Historic Properties Affected.** If DoW QP finds that no historic
15 properties are present, document the decision for inclusion in the Annual
16 Report (see Stipulation VII). Section 106 review is complete, and DoW
17 and REPI partners(s) may proceed with the undertaking.

18 ii. **Historic Properties Affected.** If DoW QP finds that historic properties are
19 or may be present and the undertaking has the potential to have an effect as
20 defined in 36 CFR § 800.16(i), proceed with Stipulation III.C.

21 C. Assessment of Effect

22 Consideration shall be given to all characteristics of a historic property qualifying it for
23 the National Register of Historic Places. Adverse effects are those effects that are
24 reasonably foreseeable and will alter any of the characteristics of a historic property that
25 qualify the historic property for inclusion in the National Register. If there is potential to
26 adversely affect an historic property, the DoW QP shall work with the REPI Partner(s) to
27 seek ways to avoid or minimize the adverse effect.

28 In applying the criteria for an adverse effect, as described in 36 CFR § 800.5(a)(1), the
29 DOW QP shall document the finding as follows:

30 1. **No Adverse Effect on Historic Properties.** If the DoW QP finds no adverse
31 effect on historic properties or that conditions have been imposed to avoid adverse
32 effects in accordance with 36 CFR § 800.5(b), the DoW QP shall document this
33 finding for inclusion in the Annual Report (see Stipulation VII). Section 106
34 review is complete, and the DoW and REPI partner(s) may proceed with the
35 undertaking.

36 2. **Adverse Effect on Historic Properties.** if the DoW QP an adverse effect on
37 historic properties, the DoW QP shall proceed with Stipulation IV.

IV. ADDRESSING ADVERSE EFFECTS

If DoW finds that the undertaking will adversely affect historic properties, the DoW shall use the following process to resolve adverse effects:

- A. In coordination with the REPI partner(s), DoW shall develop and submit a consultation package that provides sufficient data for review by consulting parties.
 1. Sufficient data includes: a description of the undertaking; map(s) with a scale, North arrow, and labeled landscape features; site plans, historic (if available) and current photographs of the APE, and a report describing historic properties identified within the APE and how characteristics of these historic properties may be affected by the undertaking, and any steps taken to avoid or minimize those affects.
 2. DoW shall provide the SHPO with the consultation package via the Hawai‘i Cultural Resources Information System (HICRIS). Upon receipt of the consultation package, the SHPO shall respond within thirty (30) calendar days. The DoW and REPI partner shall consider all comments prior to concluding consultation.
- B. If the undertaking may adversely affect an NHL, DoW shall notify the NPS Pacific Regional Office and invite them to consult to identify measures to minimize harm to the NHL to the maximum extent possible. If adverse effects to NHLs cannot be minimized or avoided, DoW shall proceed to 36 CFR 800.6.
- C. If no response is received within the aforementioned time, concurrence is assumed, and DoW shall document the decision for inclusion in the Annual Report (see Stipulation VII). Section 106 review is complete, and the DoW and REPI partners(s) may proceed with the undertaking.
- D. If through consultation with the SHPO, DoW finds that the undertaking cannot avoid adverse effects on historic properties, the DoW QP shall make a finding of “Adverse Effect on Historic Properties”.
 1. For eligible historic properties, the DoW QP shall continue consultation to address the adverse effect. Once DoW determines that the adverse effects have been adequately addressed, they shall document the mitigation measures in a memorandum signed by the appropriate DoW Agency Official. A copy of the memorandum shall be included in the Annual Report (see Stipulation VII). Section 106 review is complete, and the DoW and REPI partner(s) may proceed with the undertaking.
 2. For NHLs, the DoW QP shall proceed to 36 CFR 800.6 and may develop a Memorandum of Agreement that is signed by the appropriate DoW Agency Official and consulting parties. A copy of the memorandum of agreement shall be included in the Annual Report (see Stipulation VII). Section 106 review is complete, and the DoW and REPI partner(s) may proceed with the undertaking.

1 **V. COMMUNICATION PROTOCOL**

2 A. Any notification or consultation communication for this PA shall occur via electronic
3 communication, unless otherwise specified.

4 B. The Annual Report shall be submitted to the SHPO via electronic communication.

5 C. Comments on any document described in this PA shall be submitted to the
6 appropriate DoW official electronically.

7 **VI. POST-REVIEW DISCOVERIES**

8 A. Unanticipated Discovery of Historic Properties:

9 DoW shall ensure that REPI Partners and work crews are aware of the potential for
10 discovery pre-contact and historical artifacts, archaeological features, and paleontological
11 remains, including human remains and unmarked graves, during a REPI project.

12 1. If potential historical artifacts and features, including human remains or burials,
13 are observed or encountered, work crews must immediately cease activity within
14 a fifty (50) foot radius and report the discovery to the property owner or project
15 manager.
16

17 2. The property owner or project manager shall immediately notify the DoW,
18 properly secure the area to ensure protection from vandalism and weather, mark
19 the location of discovery as off-limits, and provide access to a QP that has the
20 expertise to evaluate the potential post-review discovery.

21 3. If it is determined that an unanticipated discovery has occurred, DoW shall report
22 the discovery to SHPO via the HICRIS, and SHPO shall respond within forty-
23 eight (48) hours. Any need for further analysis will be determined via
24 consultation between DoW and SHPO.

25 B. Inadvertent Discovery of Human Remains: If human remains are discovered or
26 suspected of being present, the individual who made the discovery shall immediately
27 notify the state police. Information about burial laws and how to protect burial sites
28 can be found on the Hawai'i State Historic Preservation Division website:
29 <https://dlnr.hawaii.gov/shpd/branches/ibc/hawaiian-burials/>.

30 **VII. ANNUAL REPORTING**

31 A. DoW shall provide all Signatories with an annual report summarizing work
32 undertaken, updated appendixes, and any concerns related to the PA on or before
33 each year following the execution of this PA until it expires or is terminated.

34 B. The MILDEPs shall provide a summary report detailing work undertaken pursuant to
35 the terms of this PA to OSW REPI Program for the development of the annual report.

1 C. The annual report shall summarize activities carried out under the terms of this PA for
2 the previous year and include:

- 3 1. Names and qualifications of DoW QP conducting reviews under this PA.
- 4 2. A list of undertakings that are included under no further review in Appendix 3.
- 5 3. A summary of each Section 106 (54 U.S.C. § 306108) undertaking reviewed
6 under Stipulation III, including:
 - 7 i. Name(s) of QP(s) conducting the review.
 - 8 ii. Associated Installation.
 - 9 iii. Project Name.
 - 10 iv. Project Description.
 - 11 v. Finding(s) of effect and any project modification to address adverse effects.
 - 12 vi. Summary of consultation and mitigation activities if applicable.
- 13 4. Copies of any memorandums for mitigation signed by the DoW Agency Official.
- 14 5. Description of post-review discoveries and outcomes.
- 15 6. Any disputes and objections received, and how they were addressed.

16 **VIII. DISPUTE RESOLUTION**

17 A. Should any Signatory to this PA object in writing regarding the implementation of
18 this PA, at any time, DoW shall consult with the objecting party for no more than
19 thirty (30) calendar days. DoW shall provide copies of the written objection to other
20 Signatories within five (5) calendar days of receipt of the written objection. DoW
21 shall consider written requests to extend the consultation period.

- 22 1. DoW shall consider the reasons for the objection and evaluate the solutions
23 suggested by the objecting party.
- 24 2. If, after the thirty (30) calendar day review period, DoW determines that the
25 objection cannot be resolved, DoW shall forward all documentation relevant to
26 the dispute, including DoW's proposed resolution, to the ACHP.
 - 27 i. The ACHP shall provide DoW with its comments within fifteen (15)
28 calendar days of receiving adequate documentation. Prior to reaching a
29 final decision, DoW shall prepare a written response that takes into account
30 any timely advice or comments provided by the ACHP and other
31 Signatories. DoW shall provide Signatories and consulting parties with a

1 copy of this written response. DoW shall then proceed according to its
2 final decision.

3 ii. If the ACHP does not provide comments within the fifteen (15) calendar
4 day review period, DoW shall take into account any timely comments
5 provided by the Signatories, prepare a written response documenting its
6 final decision, and provide the signatories with a copy of this written
7 response. DoW shall then proceed according to its final decision.

8 B. DoW's responsibility to carry out all other actions subject to the terms of this PA that
9 are not the subject of the dispute shall remain unchanged.

10 **IX. AMENDMENT**

11 A. Any Signatory may propose amendments to this PA, whereupon the Signatories shall
12 consult to consider such amendment. The amendment process starts when a
13 Signatory notifies the other Signatories via written electronic notice, of the proposed
14 amendment(s) to one (1) or more stipulations or appendices, the reasons for the
15 proposed amendment(s), a meeting invitation to consult on the amendment(s) as
16 necessary, and the proposed effective date for the amendment if agreed to by the
17 parties.

18 B. The amendment shall be effective on the date that all Signatories have signed. DoW
19 shall ensure that the signed amendment is filed with the ACHP and copies are
20 provided to all signatories and concurring parties.

21 **X. TERMINATION**

22 A. If any Signatory to this PA determines that its terms shall not or cannot be carried out,
23 that party shall immediately consult with the other Signatories to attempt to develop
24 an amendment per Stipulation IX. If within a period agreed to by all Signatories an
25 amendment cannot be reached any Signatory may terminate the PA upon written
26 notification to the other Signatories.

27 B. The termination process starts when a Signatory notifies the other Signatories of this
28 PA that it wishes to terminate this agreement. A written notice must be sent to all
29 Signatories at least thirty (30) calendar days prior to the proposed termination. The
30 written notice must explain in detail the reasons for the proposed termination. If the
31 Signatory proposing the termination does not withdraw the proposal by the end of the
32 agreed upon period, the PA shall be deemed to have been terminated as of the end of
33 the agreed upon period.

34 C. If the PA is terminated, DoW must review its undertakings in accordance with 36
35 CFR § 800.3 through 7 or other applicable program alternatives.

36 D. In the event of the termination of this PA, any activity reviewed under Stipulation III
37 prior to termination may proceed and any commitments outlined in a memorandum
38 signed by the Agency Official must be fulfilled.

1 **XI. NO COMMITMENT OR OBLIGATION OF FUNDS**

2 A. The Anti-Deficiency Act, 31 U.S.C. §1341, prohibits federal agencies from incurring
3 any obligation of funds in advance of, or in excess of, available appropriations.
4 Nothing in this Agreement shall constitute funds commitment or obligation by any
5 Party. Nothing in this Agreement shall constitute an agreement by any Party to
6 obligate or transfer funds in advance of any appropriation of those funds. Specific
7 activities or projects that involve the transfer of funds, services, or property between
8 or among any of the Parties will require execution of separate agreements and be
9 contingent upon the availability of appropriated funds. Such activities must be
10 independently authorized by appropriate statutory authority. This Agreement does
11 not provide such authority. Accordingly, this PA shall not be interpreted to require
12 the obligation or expenditure of funds in violation of the Anti-Deficiency Act.

13 **XIII. DURATION AND REVIEW**

- 14 A. This PA shall remain in effect for a period of ten (10) years immediately after the date
15 of last signature of [LIST OUT THE REQUIRED SIGNATORIES]. If all required
16 Signatories agree in writing, the PA duration may be extended via amendment, per
17 Stipulation X.
- 18 B. Implementation of the terms of this PA shall be reviewed by the Signatories via the
19 annual report. Should any dispute about the implementation of this PA arise, it shall
20 be addressed in accordance with Stipulations VIII.
- 21 C. When requested by any Signatory in writing, DoW shall hold a meeting inviting all
22 Signatories to discuss the implementation and effectiveness of the PA and consult on
23 any proposed amendments including expanding the list of activities exempt from
24 further review. The meeting may be held in-person and/or via teleconference.

1 XIV. SIGNATORIES:

2 TBD

3 United States Department of War

Date

6 [TBD - insert agency official name and title]

9 Hawai'i State Historic Preservation Officer

Date

12 [TBD - insert name and title]

XV. INVITED SIGNATORIES:

[TBD - insert name of invited signatory]

Date

20 [TBD - insert name and title]

22 **XVI. CONCURRING PARTIES:**

24 [TBD - insert name of concurring party]

Date

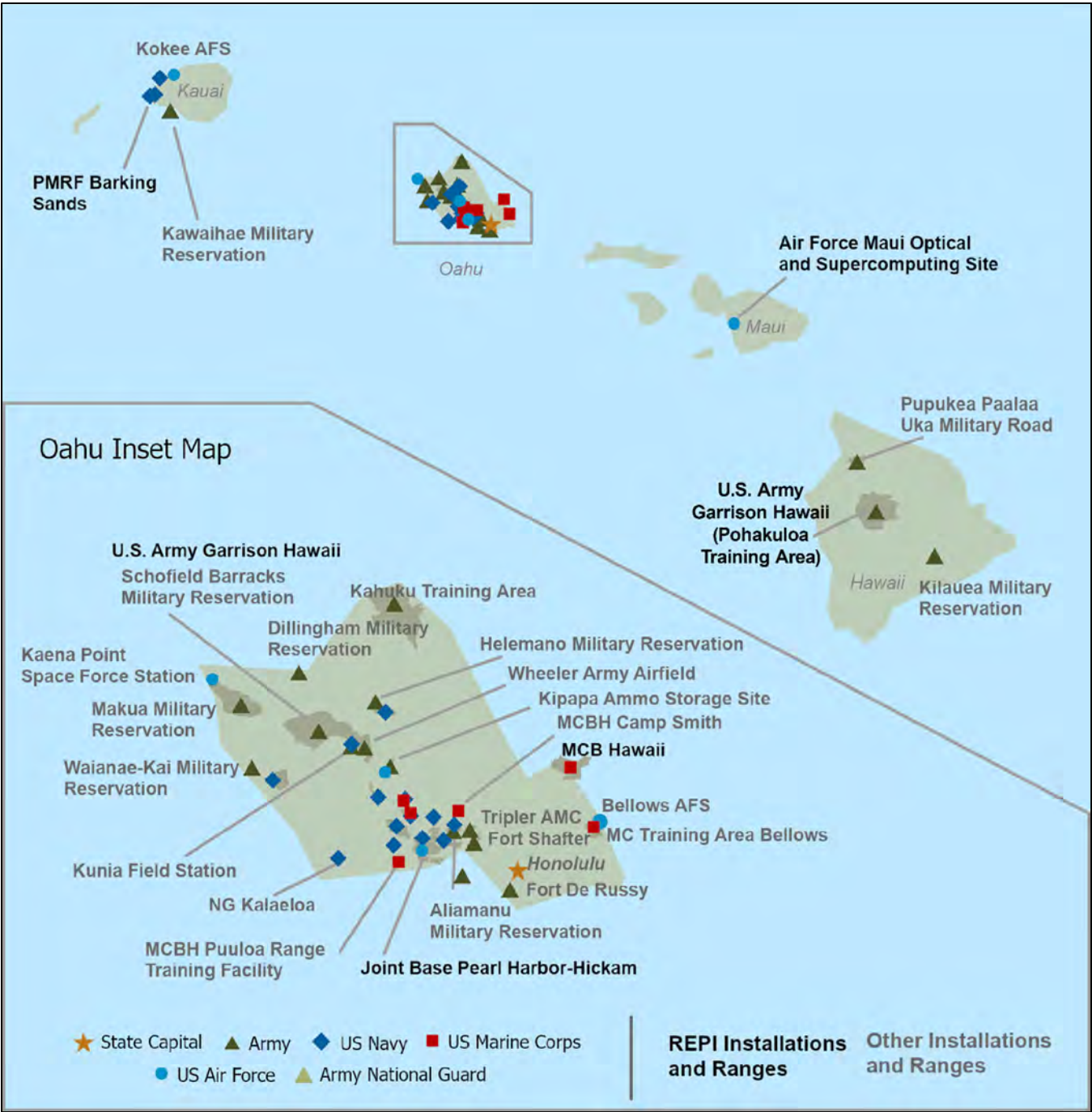
27 [TBD - insert name and title]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

Appendix 1
REPI Program
Area of Applicability

Appendix 1: Programmatic Agreement Area of Applicability

The Area of Applicability for the Hawai‘i Readiness and Environmental Protection Integration (REPI) Programmatic Agreement is non-military lands in the State of Hawai‘i that are owned or managed by REPI partners (Federal, State, municipalities, and private entities).

















1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

Appendix 2

Invited and Participating Consulting Parties

Appendix 2: Consulting Parties

Last Name	First Name	Suffix	Organization Represented	Invitation
Abbey	Heather		Hanalei, Hulē‘ia, and Kīlauea Point NWRs	No Response
Abrigo	Scott		Kapolei Community Development Corporation	Undeliverable/Returned
Adolpho	Isaac		Kanaka Kauila	Undeliverable/Returned
Ah Loo	Cariann		Nakupuna Foundation	No Response
Ahuna	Kanoe		EAO Hawaii Inc.	No Response
Aila	Melva	Jr.	Hui Mālama O Mākua	Accepted
Aila	William J.	Jr.	Hui Mālama O Mākua	Accepted
Ainoa	Vivian L.		Kamiloloa One Ali‘i Homestead Association	No Response
Aipoalani	Kunane		Na ‘Ohana Papa O Mānā	No Response
Aiwohi	Olinda		Paukukalo Hawaiian Homes Community Association	No Response
Akana	Paula		Friends of ‘Iolani Palace	No Response
Akao	Diana		La‘i‘Ōpua 2020	No Response
Akau	Kaku Rodney K.		Kalehuaikawai	No Response
Aki	Jacob		Ke One O Kākuhihewa	No Response
Albertini	James		Malu 'Aina	No Response
Aloua	Ruth		Malu 'Aina	No Response
Alvarez	Keoni Kealoha		Keoni Kealoha Alvarez	No Response
Anders	Emma		HI Sentinel Landscape	Accepted
Andrade	Pelika		Nā Maka Onaona	No Response
Anthony	Kamala		Hui Ho‘oleimaluō	No Response
Anthony	Na‘alehu		Honolulu Board of Water Supply	No Response
Antone	Carly		Nā Manu o Kaiona	No Response

Appendix 2: Consulting Parties

Last Name	First Name	Suffix	Organization Represented	Invitation
Asuncion	Sheila		State Historic Preservation Division	No Response
Ayau	E. Halealoha		Hui Iwi Kuamo‘o	Undeliverable/ Returned
Barber	Paige Kapiolani		Nanakuli Housing Corporation	Undeliverable/ Returned
Barcarse	Damien Kaimana		Moku o Keawe, Hawaii Council	No Response
Basques	Winifred		Hau‘ouiwi Homestead Association on Lāna‘i	No Response
Bell	Geri		Hawai‘i Council, Association of Hawaiian Civic Clubs	Undeliverable/ Returned
Beyer	Dawn		Native Hawaiian Community Development Corporation	Accepted
Bowen	Sara		Mālama Hulē‘ia	No Response
Bowman	Maydean K.		Charles Pelenui Mahi Ohana	Undeliverable/ Returned
Brown	Pomai		Royal Order of Kamehameha I	No Response
Brown	Samson L.		Au Puni O Hawai‘i	No Response
Burke	Napua		Hilo Hawaiian Civic Club	No Response
Busby-Neff	Luana		Mo‘olono & Mo‘opapa Makahiki	No Response
Cáceres	Norman Mana Kaleilani		‘Ohana Huihui	No Response
Calpito	Jordan		State Historic Preservation Division	No Response
Campbell	‘Olu		Hawaiian Islands Land Trust	Undeliverable/ Returned
Camvel	Donna Ono		‘Ohana Paoa/Kea/Lono	No Response
Carreira	Yolanda		Meje, Inc.	No Response
Chang	Dawn N. S.		Department of Land and Natural Resources	Declined
Chang	Dawn N.S.		Ho‘okano Family Land Trust	Undeliverable/ Returned

Appendix 2: Consulting Parties

Last Name	First Name	Suffix	Organization Represented	Invitation
Chang	Kevin		Kua‘āina Ulu ‘Auamo	No Response
Chavez	Joshua		Kupa O Waihe‘e	No Response
Cheek	H. Kanoeokalani		Na Ku‘auhau ‘o Kahiwakaneikopolei	No Response
Chin	Kathleen		Hui Maka‘āinana o Makana	No Response
Ching	Kukauakahi			Undeliverable/ Returned
Cho	Henry		Hui ‘Ohana O Hōnaunau	No Response
Chock	Mason		Mālama Hulē‘ia	Accepted
Chun	Gregory		Center for Mauna Kea Stewardship	No Response
Conant	Kati		Hale Halawai ‘Ohana O Hanalei	No Response
Cortes-Kaleopaa	Abraham		Hawaiian Kingdom Task Force	Undeliverable/ Returned
Cortes-Kaleopaa	Abraham Keola		Independent District of Puna	No Response
Coyle	Anne		Mālama Hulē‘ia	Accepted
Crabtree-Loo	Amanda		Alaka‘i Foundation Inc.	No Response
Cruz	Lynette		Mālama Mākua	Accepted
Cummings	Jesse		Wai Koa Kaua‘i	No Response
Cummings	Roslyn		E Ola Kākou Hawai‘i	No Response
Cummings	Sherri		Malama Anahola	Undeliverable/ Returned
Cypher	Mahealani		Ko‘olaupoko Hawaiian Civic Club	No Response
Cypher	Mahealani		George K. Cypher ‘Ohana	No Response
Cypher	Mahealani		Ko‘olau Foundation	Accepted

Appendix 2: Consulting Parties

Last Name	First Name	Suffix	Organization Represented	Invitation
DaMate	Leimana		Hawai'i Department of Land and Natural Resources	Accepted
Daniels	Sheri-Ann	Ed.D.	Papa Ola Lokahi	Declined
Daubert	Thomas		Friends of Kaua'i Wildlife Refuges	Declined
Dawson	Chris		Native Hawaiian Corporation	Undeliverable/ Returned
DeCoito	Rae		Mālama Loko Ea Foundation	No Response
Dedman	Palikapu		Pele Defense Fund	No Response
Deutschman	Kirk		Ke Kula Nui O Waimānalo	No Response
DeLude	Clarence Ha'o		Ko'a Mana	No Response
Desilets	Karen			Accepted
DeVincent	Noelani		Hawaiian Civic Club of Wahiawa-Kūkaniloko	No Response
DeVincent	Noelani		Helenihi 'Ohana	No Response
DeVries	Lawrence			No Response
Diamond	Anuheā		'Ohana Diamond	No Response
Dickson	Maulili		Waimea Hawaiian Civic Club	No Response
Dillard	Adrienne		Kula no na Po'e Hawaii	No Response
Doane	Micah Hartwell Kalanilanakila		Protectors of Paradise	No Response
Dodge	Vince Kana'i		Mālama Mākua	Undeliverable/ Returned
Dudoit	Nicole A.I.		Alepa Hou Foundation	No Response
Duhaylonsod	Dietrix		Ka'uikiokapō	Accepted
Enos	Eric		Ka'ala Farms Cultural Education Center	No Response
Evans	Chelsie		Hawaiian Community Assets, Inc.	No Response
Faborito	Lu		Makaha Hawaiian Civic Club	Accepted
Faulkner	Kiersten		Historic Hawaii Foundation	Accepted
Faye	Michael			No Response

Appendix 2: Consulting Parties

Last Name	First Name	Suffix	Organization Represented	Invitation
Fergerstrom	Hanalei		Na Kupuna Moku O Keawe	No Response
Ferreira	Kamakana			No Response
Ferreira	Stacy Kealohalani		Office of Hawaiian Affairs	No Response
Field	Kimo		Captain Kimo's Hawaiian Adventures	No Response
Filbert	F. Patrick		Las Vegas Hawaiian Civic Club	No Response
Fisher	Olinda (Nina)		Ka 'Ohana O Ho'ohuli	No Response
Flores	E. Kalani		Flores-Case 'Ohana	No Response
Flores	Peleke		Kanaka	No Response
Foster	Danielle		National Park Service	No Response
Frank	Keali`imaikalani		'Ohana Frank	No Response
Frank	Keali`imaikalani		Nation of Hawai'i	No Response
Freitas	Cindy K		Mauna Kea Aina Hou	Undeliverable/ Returned
Freitas	William		Mauna Kea Aina Hou	No Response
Fujiyoshi	Ronald		'Ohana Ho'opakele	No Response
Gady	Wendy		State of Hawaii Agribusiness Development Corporation	Declined
Gmirkin	Rick		National Park Service	No Response
Gomes	Lance Kamuela		Wahiawa Ahupuaa LCA 7714B Apana 6 RP 7813	Undeliverable/ Returned
Grace	Nathan Keola		Royal Order of Kamehameha I	No Response
Greer	Erline		Papa Henry Auwae Ohana	No Response
Guanson	Ha'aheo		Pacific Justice and Reconciliation Center	Undeliverable/ Returned
Guzman-Simpliciano	Carmen		Kingdom Pathways	Accepted
Halealoha Ayau	Edward		Hui Iwi Kuamoo	Accepted
Haliniak-Lloyd	Gayla M.		Kalama'ula Homesteaders Association	Undeliverable/ Returned
Hall	Dana Naone			No Response
Hanaiali'i Gilliom	Amy		Hui O Wa'a Kaulua	No Response

Appendix 2: Consulting Parties

Last Name	First Name	Suffix	Organization Represented	Invitation
Hanawahine	Roxanne		Na Ohana o Puaoli a me Hanawahine	No Response
Harden	Cory		Sierra Club Moku Loa Group	No Response
Harris	Cy		‘Ohana Kekumano	Accepted
Hewett	Kawaikapuikalani		Hawai‘i Department of Land and Natural Resources	Accepted
Hilo	Regina		O‘ahu Island Burial Council	Undeliverable/ Returned
Ho	Kenneth	Jr.	Waimānalo Hawaiian Homes Association	No Response
Hodson	Michael		Waimea Hawaiian Homesteaders’ Association, Inc.	No Response
Ho-Lastimosa	Ilima		Ho Ohana	No Response
Ho-Lastimosa	Ilima		God's Country Waimanalo	No Response
Holt Takamine	Victoria		PA‘I Foundation	No Response
Ho‘ohuli	Josiah		Ahupua‘a O Nānākuli Homestead	No Response
Ho‘ohuli	Josiah L. (Black)		Ka ‘Ohana O Ho‘ohuli	No Response
Ho‘ohuli	William "Willie" Aweau		Ka ‘Ohana O Ho‘ohuli	Accepted
Ho‘ohuli Ely	Suzanne		Ka ‘Ohana O Ho‘ohuli	Accepted
Ho‘ohuli McKinney	Deborah		Ka ‘Ohana O Ho‘ohuli	Accepted
Ibarra	Kaweni		Office of Hawaiian Affairs	No Response
Jackson	‘Ānela		Aha Mālama, Corp.	No Response
Jeremiah	Jason		Kamehameha Schools	No Response
Jimenez	Savannah		Native Hawaiian Community Development Corporation	Accepted
Johnson	Carol N.		Kauwahi ‘Anaina Hawai‘i Hawaiian Civic Club	Undeliverable/ Returned
Johnson	Krista		‘Ike Lawai‘a	No Response

Appendix 2: Consulting Parties

Last Name	First Name	Suffix	Organization Represented	Invitation
Johnston	Gregory		‘Ohana Pelekane	Undeliverable/ Returned
Ka’Ho’Opi’i	ShoShannah		House of Nobles	Accepted
Ka’Ho’Opi’i	Matthew		House of Nobles	Accepted
Kahakalau	Kū		Kū-A-Kanaka LLC	No Response
Kahapea-Tanner	Bonnie		Kānehūnāmoku Voyaging Academy	No Response
Kahalelio	Mary Maxine L.S.			No Response
Kahawaiolaa	Patrick L.		Keaukaha Community Association	No Response
Kahiapo	Shauna		Association of Hawaiian Civic Clubs	Accepted
Kahoopii	Matthew		House of Nobles	Accepted
Kahoopii	Melissa		House of Nobles	No Response
Kahue	Michael		Menehune Foundation	Undeliverable/ Returned
Kahui	Craig "Bo"		La‘i‘ōpua Community Development Corporation	No Response
Kai	G. Umi		Aha Kāne	Undeliverable/ Returned
Kailiwai-Ray	Debralee			Accepted
Kailiwai-Ray	George			Accepted
Kajihiro	Kyle		Hawai‘i Peace and Justice	No Response
Kaleo Paik	Linda		Aha Wahine	No Response
Kaleo Paik	Linda		Ala Kahakai Trail Association	No Response
Kalili	Dre		Association of Hawaiian Civic Clubs	No Response
Kalima	Kalani		‘Ohana Kalima	Undeliverable/ Returned
Kaluhiwa	Leialoha “Rocky”		Hawai‘i Department of Land and Natural Resources	Accepted
Kamakea-Ohelo	Ku‘ikeokalani		The Kahua Foundation	No Response

Appendix 2: Consulting Parties

Last Name	First Name	Suffix	Organization Represented	Invitation
Kamakea-Ohelo	Ku'ikeokalani (Kuike)		'Ohana Kamakea-Ohel	No Response
Kamakea-Ohelo	Ku'ikeokalani		Office of Hawaiian Affairs	No Response
Kamali'i	Na'unanikinai		'Ohana Victor Keli'imaika'I Boyd	No Response
Kamali'i	Na'unanikinai		Kawaileo Law A Limited Liability Law Company	No Response
Kamealoha	Thomas		Kamealoha	Undeliverable/Returned
Kanahele	Dennis		Aloha First	No Response
Kana'iaupuni	Shawn	Ph.D.	Partners in Development Foundation	No Response
Kanaka'ole	Ryan		Department of Land and Natural Resources	Declined
Kane	Kimeona		Waimanalo Neighborhood Board #32	No Response
Kane	Shad		'Ohana Kaleiopo'u	No Response
Kane	Shad		Ka 'Ahahui-Association of Hawaiian Civic Clubs	No Response
Kapele	Mana & Moana			No Response
Kapu	Ke'eaumoku		Aha Moku o Maui Inc.	No Response
Kapu	Uilani		Na Aikane O Maui	Undeliverable/Returned
Kapu Lukela	Mapuana		'Ohana Kapu	Accepted
Kapule	Nicholas		Kapule Organization	No Response
Kapuniai	Lilia		Papakōlea Community Development Corporation	No Response
Kapu-Saffery	Dutchie		'Ohana Kapu-Saffery	No Response
Kauilani Almeida	Antoinette		Panaewa Hawaiian Home Lands Community Association	No Response
Kawaiaea	Daniel	Jr.	National Park Service	No Response
Kawaiaea	Linda		Meleana Kawaiaea, LLC	No Response

Appendix 2: Consulting Parties

Last Name	First Name	Suffix	Organization Represented	Invitation
Kawelo	Hi‘ilei		Paepae o He‘eia	No Response
Kealoha	Donavan		Purple Mai‘a Foundation	No Response
Kealoha	Leila		Pōhaku Pelemaka	No Response
Keaoopuaokalani NeSmith	Richard			No Response
Keeno	Kaleo		Lahui Kaka‘ikahi	No Response
Kehaulani Watson-Sproat	Trisha		Honua Consulting, LLC	No Response
Kekahuna	Lauae		‘O Maku‘u Ke Kahua Community Center	No Response
Kekahuna	Paula K.		Maku‘u Farmers Association	No Response
Keli‘ipio-Acoba	Maile		Institute for Native Pacific Education and Culture	No Response
Kelii Barnes	Aimee Elise		Hua Nani Impact	Undeliverable/Returned
Keli‘ikipikān eokolohaka	Roxane		Kia‘i Kanaloa	No Response
Keli‘ipa‘aka ua	Kepo‘o			No Response
Kelly	Walter J.		Protect Keopuka Ohana	No Response
Kenison	Damien		Kauhakō Ohana Association	No Response
Keohokalole	Emalia			No Response
Keohokalole	Emma Emalia		‘Ohana Keohokālōle	No Response
Khan	Leimomi		Kalihi Palama Hawaiian Civic Club	Undeliverable/Returned
Kikiloi	Kekuewa		Nohopapa Hawaii	No Response
Kila	Glen		Marae Ha‘a Koa	No Response
Kila	Glen Makakauali‘i		Koa Ike	Undeliverable/Returned

Appendix 2: Consulting Parties

Last Name	First Name	Suffix	Organization Represented	Invitation
Kodama	Mary		State Historic Preservation Division	Accepted
Kualii	KipuKai		Sovereign Council of Hawaiian Homestead Associations	No Response
Kukea-Shultz	Kanekoa		Kāko‘o ‘Ōiwi	Undeliverable/Returned
Kuloloio	Leina'ala		Kuloloi’a Lineage- Ke Kai O Kuloloi’a	Accepted
Kuloloio	Manual		Kuloloi’a Lineage- Ke Kai O Kuloloi’a	Accepted
Laehā	Ka‘iulani		‘Aha Pūnana Leo	No Response
Land	Frank		National Park Service	No Response
Lane-Kamahele	Melia		National Park Service	Undeliverable/Returned
Lankford-Faborito	Lu Ann Mahiki		Makaha Hawaiian Civic Club	No Response
Lapilio	Lani Ma‘a		Ma‘a ‘Ohana c/o Lani Ma‘a Lapilio	No Response
Lebo	Susan		State Historic Preservation Division	Accepted
Lee Loy	Jordan "Kama"		Piihonua Hawaiian Homestead Community Association	No Response
Lehano	Cory K.		Nohona Health, Inc.	No Response
Lenchanko	Tom		‘Aha Kūkaniloko Ko‘a Mana Mea Ola Kanaka Mauli Hoalii Iku Pau	Accepted
Levy	Kelea		Kanaka Economic Development Alliance	No Response
Lewis	Joseph Kūhiō		Council for Native Hawaiian Advancement	No Response
Li	Danny		Malu 'Aina	Undeliverable/Returned
Lindsey	Leilani		‘Ohana Lindsey	No Response
Liu	Kapena		Kawaihāpai ‘Ohana	No Response
Liufau	Kauwilakalaokalani "K"		Mālama Ka‘ū Foundation	Accepted

Appendix 2: Consulting Parties

Last Name	First Name	Suffix	Organization Represented	Invitation
Lo	Nanea		‘Ohana Lo	No Response
Loh	Rhonda		National Park Service	No Response
Loichinger	Jaime		Advisory Council on Historic Preservation	Declined
Lui	Agnes		‘Ohana Kaelemakule	No Response
Lui	Nicole		‘Ohana Kaelemakule	No Response
Lum	Zachary		Kāhuli Leo Le‘a	No Response
MacDonald	Kainoa		Association of Hawaiians for Homestead Lands	Undeliverable/ Returned
Machado Lee	Brenda Luana		Machado-Akana-Aona- Namakaeha Ohana	No Response
Madarang	Renson		Hale Mua Cultural Group	No Response
Makaiau	Ralph		Kahuku Burial Committee	Undeliverable/ Returned
Makaila	Lilliane		Department of Hawaiian Home Lands	No Response
Makalani Kupau Hyden	Brandi-Lynn		‘Apoākea Native Hawaiian Innovation Institute	No Response
Makāula	Roz Kahalelehua		Kamehameha Schools	No Response
Manuwai	Vincent		Mana Health Services, Inc.	Undeliverable/ Returned
Mark	Keona		Mahu Ohana	Undeliverable/ Returned
Mau-Espirito	Noa		Na Mookupuna O Wailua	No Response
Maukele	Kauai		Aloha First	No Response
Maunakea- Forth	Kukui		Ma’O Organic Farms	Undeliverable/ Returned
Maunupau	Kuuleinani		Native Hawaiian Philanthropy	No Response
McGregor	Davianna		Kohe Malamalama O Kanaloa Protect Kaho‘olawe Fund	No Response

Appendix 2: Consulting Parties

Last Name	First Name	Suffix	Organization Represented	Invitation
McGregor	Davianna		Protect Kaho‘olawe ‘Ohana	No Response
Medeiros	James	Sr.	‘Ohana Medeiros	No Response
Mills	Kamana`o		Oahu Island Burial Council	No Response
Moekahi Steiner	William W.		Pacific Agricultural Land Management Systems	No Response
Nae‘ole Naauao	Brian Kaniela		Brian Kaniela Nae‘ole Naauao	No Response
Naehu	Tanya Maile		Hui o Kuapā	No Response
Naeole	Rocky		Wai‘anae Military Civilian Advisory Council	No Response
Nagata	Stephanie		Office of Maunakea Management	Undeliverable/Returned
Naholowaa	Makalika		Native Hawaiian Legal Corporation	No Response
Nakea Silva	Adrian		Hui Huliau Inc.	No Response
Nāmakakēha u Chrisman	Beverly		Aloha ‘Āina o Hawai‘i, Inc.	No Response
Nathaniel	Nakana`ela Scott			Undeliverable/Returned
Nekaifes	Maraea K.		Nekaifes Ohana	No Response
Nelsen	Shane		Office of Hawaiian Affairs	Undeliverable/Returned
Neves	Paul		Royal Order of Kamehameha I	No Response
Newhouse	Malia		Ko‘olauloa Hawaiian Civic Club	No Response
Ng	Kanoa	MA	Hui Mālama Ola Nā ‘Ōiwi	No Response
Nobrega-Olivera	Malia		Hui Hana Pa‘akai o Hanapēpē	No Response

Appendix 2: Consulting Parties

Last Name	First Name	Suffix	Organization Represented	Invitation
Noneza	Carmela		Hanona	No Response
Norman	Carolyn Keala		‘Ohana Keaweamaahi	No Response
Oba	Cara		Division of Forestry and Wildlife	Accepted
O'Brien	William		Ka‘uikiokapō	Accepted
O'Connell	Eugene		The Makua Group	Undeliverable/ Returned
Oldroyd	Keone		Office of Hawaiian Affairs	No Response
Olds	Nalani			No Response
Oliveira	Christophor		Marae Ha'akoa	No Response
Oliveira	Lopaka		Heir of Kuihelani/Kaapuiki	No Response
Oliveira	Roy		Waiehu Kou Phase 3 Association	No Response
Oneha	Mary Frances	APRN , PhD, FAAN	Waimānalo Health Center	No Response
Opunui	Landon		Nā Pu‘uwai	Undeliverable/ Returned
Osuga	Karin		Kipuka Olowalu	Undeliverable/ Returned
Paik	Kaleo		Hoi Mai Ka Lei I Mamo Aha Wahine	No Response
Pakele	Vickie			No Response
Paman	Joylynn		Kimokeo Foundation	No Response
Paman	Joylynn		‘Ao‘ao O Nā Loko I‘a O Maui	No Response
Pang	Benton Kealii		O‘ahu Council of Hawaiian Civic Clubs	No Response
Pa-Smith	Kamealoha Hanohano		Hanalei River Heritage Foundation	Undeliverable/ Returned
Patterson	Kahu Kaleo		Pacific Justice and Reconciliation Center	No Response
Patterson	Kaleo		Native Hawaiian Church	No Response
Patterson	Kaleo		Pacific Justice & Reconciliation Center	No Response

Appendix 2: Consulting Parties

Last Name	First Name	Suffix	Organization Represented	Invitation
Paulmier	Stephen		Malu 'Aina	Undeliverable/ Returned
Paulo	Sharon K.		Kaha I Ka Panoa Kaleponi Hawaiian Civic Club	Undeliverable/ Returned
Payne	Zachary		Native Hawaiian Community Development Corporation	Accepted
Peahi	Apela		Peahi Ohana	No Response
Penitani	John		WATRRS GROUP	No Response
Perry	Nainoa		Royal Order of Kamehameha I	No Response
Peters	David		Ho‘ōla Lāhui Hawai‘i	No Response
Pisciotta	Kealoha		Mauna Kea Aina Hou	No Response
Poepoe	Mahina M.		Kupeke Ahupua‘a	No Response
Puff	Jessica		State Historic Preservation Division	Accepted
Puluole- Mitchell	Kamaile		Office of Hawaiian Affairs	No Response
Purdy	Kammy		Ahupua‘a o Moloka‘i	Undeliverable/ Returned
Quintero	Loko‘olu		The Hawaiian Church of Hawai‘i Nei	No Response
Quitevis	Leimaile		‘Ohana Quitevis	No Response
Ragsdale	Dennis W.		Order of Kamehameha I	Undeliverable/ Returned
Raymond	Terrilee		‘Ohana Keko‘olani	Undeliverable/ Returned
Razon-Olds	Skye Kolealani		‘Ohana Nalani Olds	Accepted
Reiz-Moniz	Scotty		~Friends of Waimānalo nonprofit organization ~Ohana Hui Venture	Accepted
Richards	William K.	Jr.	The Friends of Hokule‘a and Hawai‘iloa	Undeliverable/ Returned

Appendix 2: Consulting Parties

Last Name	First Name	Suffix	Organization Represented	Invitation
Ritte	Walter		‘Āina Momona	No Response
Robinson	Awapuhi Shaunell Kalā‘uli			No Response
Robinson	Keith, Bruce, and Leiana		Niihau Robinson Ohana	No Response
Rodenhurst	Rona		‘Ahahui Siwila Hawai‘i O Kapōlei	No Response
Rodrigues	James Sparky		Mālama Mākua	Undeliverable/ Returned
Rowe	Rupert		Hui Mālama O Kāneiolouma	No Response
Ryder	Leona Lei‘ohu		Ko‘i‘ula	No Response
Sakaguchi	Derek J.		Native Hawaiian Community Development Corporation	Accepted
Sanders	Mālia		Native Hawaiian Hospitality Association	No Response
Santos	Donna Kaliko		Nā Kuleana o Kānaka ‘Ōiwi	No Response
Schaedel	Homelani		Malu‘ōhai Residents Association	Undeliverable/ Returned
Schnackenberg	Cora		Ahonui Homestead Association	No Response
Schultz	Clinton		O‘ahu Canoe Racing Association	No Response
Shaw	Geoff		Malu 'Aina	No Response
Shimono	Brittany		House of Nobles and Royal Heirs	No Response
Shirai	Thomas T.	Jr.	Kawaihapai Ohana	Undeliverable/ Returned
Silva	Alika Poe		Silva ‘Ohana, Ko‘a Mana	Undeliverable/ Returned
Simpliciano	Joseph K.	Jr.	Kingdom Pathways	Accepted
Smith	Kamealoha		Mahamoku Ohana Council	Undeliverable/ Returned
Sonoda-Pale	Healani		Pu‘uhonua o Wailupe	No Response
Soong	Melvin		The I Mua Group	No Response
Souza	Kēhaulani			No Response

Appendix 2: Consulting Parties

Last Name	First Name	Suffix	Organization Represented	Invitation
Spencer	Joseph		Royal Order of Kamehameha I	No Response
Sterling	Donna D.		Aha Moku O Kahikinui	No Response
Stone	Jaynie I.		Hui Kaleleiki Ohana	No Response
Suganuma	L. La‘akea		Royal Hawaiian Academy of Traditional Arts	No Response
Suganuma	La‘akea		The Mary Kawena Pūku‘i Cultural Preservation Society	No Response
Suganuma	Lisa Oshiro		Office of Native Hawaiian Relations	Undeliverable/Returned
Suzuki	Lena		Wai‘anae Moku Kupuna Council	Undeliverable/Returned
Sylva	Mahelani		Kawaihāpai ‘Ohana	No Response
Tanaka	Wayne		Sierra Club of Hawai‘i	No Response
Taum	Ramsay		Sustain Hawai‘i	No Response
Taylor	Lynn Maile		Kaua‘i Sea Farm	No Response
Tengan	Keolamau		KA‘EHU	No Response
Trask	Mililani B.		Na Koa Ikaika Ka Lahui Hawaii	No Response
Uyeoka	Kelley		Nohopapa Hawai‘i, LLC	Undeliverable/Returned
Victor	Dwight		Kalaeloa Heritage and Legacy Foundation	No Response
Wasson	Harry		Hui Malama ‘Aina ‘O La‘ie	No Response
Watson-Sproat	Trisha Kehaulani		Kalihi Palama Culture & Arts Society	No Response
Wessels	Donald F.		Occupy Hilo Media	No Response
Wheeler	Kimo		Royal Order of Kamehameha I	No Response
Wiggins	Chad		Hui Aloha Kīholo	No Response
Wilder King	Samuel	II	‘Ai Noa Foundation	Undeliverable/Returned

Appendix 2: Consulting Parties

Last Name	First Name	Suffix	Organization Represented	Invitation
Williams	JR Keoneakapu		‘Ohana Kapu	Accepted
Williams-Solomon	Leilani		Native Hawaiian Chamber of Commerce	No Response
Wilson	Doug		National Park Service	No Response
Wise	Taffi		Kanu o Ka ‘Aina Learning ‘Ohana	Undeliverable/Returned
Wong	Bert K.		Kauluakalana	No Response
Wong	Scotty		~Friends of Waimānalo nonprofit organization ~Ohana Hui Venture	Accepted
Worthington	Mele		Wai‘anae Hawaiian Civic Club	No Response
Yokoyama	Melvin K.	Jr.	Malama Ka‘u Foundation	Accepted
Young	William		House of Nobles	No Response
Yuen	Emma		Division of Forestry and Wildlife	Accepted
			Native Hawaiian Education Council	No Response

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

Appendix 3
Activities Requiring
No Further Review

Appendix 3: NHPA Compliant Activities, No Further Review

The Department of War and Hawai'i State Historic Preservation Officer (SHPO) agree that the following Readiness and Environmental Protection Integration (REPI) Program activities are **not likely to cause an effect** on historic properties and are therefore exempt from further review under the National Historic Preservation Act. Should any post-review discovery be made during a REPI undertaking, Stipulation VI of the Hawai'i REPI Programmatic Agreement shall apply.

Exempt Activities

1. Hand placement of wooden or metal stakes, benchmarks, or other necessary land boundary markers no larger than a standard T-post.
2. Geographical borings or other cylindrical hand or mechanical auger powered soil analysis with surface area disturbance of less than three (3) square meters each, where no below ground historic properties have been identified, as required for design, remediation, or soil management plans. Boring samples are to be returned to the area the sample was taken, within 30 days of completion of the testing or documentation.
3. Maintenance of or modification to existing buildings, objects, and/or structures less than 50 years in age. This includes interior and exterior work, finishes, roofs, siding, porches, windows, doors, utilities, and life, health, and safety systems and equipment, etc.
4. Maintenance, modification, repair, or replacement of existing buildings, structures, or objects 50 years or older, when written concurrence from the SHPO has determined the property is not eligible for either the Hawai'i or National Register of Historic Places. This includes interior and exterior work, finishes, roofs, siding, porches, windows, doors, utilities, and life, health, and safety systems and equipment, etc.
5. Maintenance and in-kind repair of historic man-made elements of an eligible historic property, to include building features, structures, or objects, where the work is done in accordance with the Secretary of Interior's *Standards for Treatment of Historic Properties* and the appropriate National Park Service Brief for the elements being maintained or repaired. This includes all interior and exterior work, finishes, roofs, siding, porches, windows, doors, utilities, and life, health, and safety systems and equipment, etc.
6. Maintenance, repair or resurfacing of existing roads, trails or paths and structural repairs (such as for sinkholes) or replacement of existing paved or concrete streets, parking areas/lots, driveways, sidewalks, curbs, steps and gutters and/or storm drains if work matches existing design, size, and configuration. Equipment storage areas and spoil piles shall be confined to previously surveyed or disturbed areas. Borrow pits shall be confined to previously consulted areas with no known historic properties.

Appendix 3: NHPA Compliant Activities, No Further Review

7. Maintenance, repair or resurfacing of bridges or culverts provided there is no associated ground disturbance beyond the existing footprint of those structures.
8. Removal or replacement of existing bollards, footings, foundations, gates, fences, fence posts, cattleguards, signposts or other similar infrastructure, provided that no ground disturbance occurs outside of the existing footprint of the item being removed or replaced on or adjacent to existing roads in previously disturbed areas.
9. Landscaping, grounds maintenance, ongoing maintenance of existing landscaping, removal of dead, dying, invasive, or hazard trees or other vegetation which does not require subsurface disturbance like root grubbing or root removal.
10. Maintenance or stabilization of existing trails, firebreaks, drainages, ditches and vegetation management within the existing footprint of those structures. Approved methods of stabilization include but are not limited to the placement of silt fencing, geo-textile fabric, and gravel, clean fill dirt or topsoil and/or seed and straw.
11. Ecological restoration (e.g. enhancing sites traditional practices, restoration activities, etc.) where there is no new ground disturbance. If the restoration of a historic site, it must be in keeping with the Secretary of Interior's *Standards for the Treatment of Historic Properties with Guidelines for The Treatment of Cultural Landscapes*.
12. Vegetation management includes but is not limited to targeted invasive species removal using mechanical or chemical means.
13. Application of selective pre- and post-emergent herbicide, where flora is not part of the significance of the historic property.
14. Reintroduction of endemic or native species into their historic habitat via seeding, cuttings, or hand planting, where planting is more than 10 feet away from above ground historic properties and 25 feet away from below ground historic properties. If planting is restoration of a historic site, it must be in keeping with the Secretary of Interior's *Standards for the Treatment of Historic Properties with Guidelines for The Treatment of Cultural Landscapes*.
15. Activities implemented to control threats from invasive or predatory species, such as installation of equipment for animal detection and population control, hunting, trapping, netting, hand-capture, and chemical control. No method may inhibit Native Hawaiians from accessing hunting lands or utilizing cultural hunting practices.

Appendix 3: NHPA Compliant Activities, No Further Review

- 1 **16.** Forest health and watershed improvement (e.g. removing trees, timber salvage, hazard tree
2 removal, wetland or watershed restoration, and associated activities).
3
- 4 **17.** Maintenance of water control and water delivery systems, including canals and ditches. If
5 the water control system is a historic property, the maintenance will not alter the original
6 design. Maintenance or repair of historic water systems shall be in keeping with the
7 Secretary of Interior's *Standards for the Treatment of Historic Properties with Guidelines*
8 *for The Treatment of Cultural Landscapes*.
9
10 No ground disturbance may occur past ten (10) feet of the edge of the original ditch/canal.
11 Any post-review discovery would be treated in accordance with the procedures outlined in
12 Stipulation VI.
 - 13 a. Natural – maintenance does not increase the width or depth of the original ditch or
14 canal.
 - 15 b. Rock-lined – maintenance does not increase the width or depth of the original ditch or
16 canal. Rocks that require replacement will be replaced in-kind.
 - 17 c. Hardened – maintenance does not increase the width or depth of the original ditch or
18 canal.
19
- 20 **18.** Restarting agricultural or aquacultural practices, where those practices, including farming,
21 grazing, and fishing, previously occurred and no ground disturbance is required.
22
- 23 **19.** Installation, repair, or replacement of temporary signage that will be in place for the
24 duration of the project.
25
- 26 **20.** Installation or relocation of prefabricated storage sheds, if grading of the ground for a
27 foundation pad or utility service is not required. Sheds may not be placed over or in the
28 viewshed of historic properties.